

**SPECIAL ROAD USE AGREEMENT CONTRACT**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR

The undersigned, Anderson Logging, hereinafter referred to as First Party, enters into an agreement with Upshur County Commissioner of Precinct No. 2, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 2, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.

First Party agrees to use only that section of (described exact route, direction and miles in tenths)

1 1/2 mile on Hollyhock off FM 555

2.

First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.

First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is hauling logs from lands location in Precinct No. 2, Upshur County.

4.

First Party agrees to put said road back into same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.

First Party agrees to POST PERFORMANCE BOND in the amount of \$-0- to Upshur County Commissioner's Court to insure performance of agreement.

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

FILED  
TERRI ROSS  
COUNTY CLERK  
2017 JUN 15 AM 9:35  
UPSHUR COUNTY, TX.  
[Signature]  
DEPUTY

[Signature]  
First Party Signature

4368 S Park dr  
Street or Box

Broken Bow OK 74728  
City, State and Zip Code

586 306 3844  
Telephone

Dana Moon  
Timber Tract / Property Owner

Issued by [Signature] Valid 6/6/17 to 9/6/17

**PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED**

**A COPY OF THIS PERMIT MUST BE IN EVERY TRUCK BEING USED**

FILED  
TERRI ROSS  
COUNTY CLERK  
2017 JUN 15 AM 9:35  
UPSHOR COUNTY, TX.  
BY [Signature]  
DEPUTY

**SPECIAL ROAD USE AGREEMENT CONTRACT**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR

The undersigned, Randy Posey Logging, hereinafter referred to as First Party, enters into an agreement with Upshur County Commissioner of Precinct No. 3, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 3 over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.  
First Party agrees to use only that section of (described exact route, direction and miles in tenths)  
1/4 mile on Mandena off FM 49

2.  
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.  
First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is hauling logs from lands location in Precinct No. 3, Upshur County.

4.  
First Party agrees to put said road back into same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.  
First Party agrees to POST PERFORMANCE BOND in the amount of \$-0-, to Upshur County Commissioner's Court to insure performance of agreement.

6.  
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

FILED  
TERRI ROSS  
COUNTY CLERK  
2017 JUN 15 AM 9:35  
DEPUTY  
UPSHUR COUNTY, TX.

Randy Posey  
First Party Signature

5943 Hwy 37 N.  
Street or Box

CLARKSVILLE, TX 75426  
City, State and Zip Code

903-427-6081  
Telephone

Brooks  
Timber Tract / Property Owner

Issued by Lisa Jetteller Valid 6/13/17 to 9/13/17

**PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED**

**A COPY OF THIS PERMIT MUST BE IN EVERY TRUCK BEING USED**

FILED  
TERRI ROSS  
COUNTY CLERK  
2017 JUN 15 AM 9:35  
BY [Signature]  
DEPUTY  
UPSHUR COUNTY, TX.

**SPECIAL ROAD USE AGREEMENT CONTRACT**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR

The undersigned, Forrest Roraback hereinafter referred to as First Party, enters into an agreement with Upshur County Commissioner of Precinct No. 4, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 4, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1. First Party agrees to use only that section of (described exact route, direction and miles in tenths)

DOWN COUNTY ROAD TRAPERINE 3/4 mile GOING OUT TO RM 49

2. First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3. First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is hauling logs from lands location in Precinct No. 4, Upshur County.

4. First Party agrees to put said road back into same condition as it was prior to the commencement of hauling operations on the part of First Party.

5. First Party agrees to POST PERFORMANCE BOND in the amount of \$-0-, to Upshur County Commissioner's Court to insure performance of agreement.

6. Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

UPSHUR COUNTY, TX.  
DEPUTY  
*[Signature]*

FILED  
JERRI ROSS  
COUNTY CLERK  
2017 JUN 15 AM 9:35

Forrest Roan  
First Party Signature

County Judge - Dean Fowler

32 LR 3121  
Street or Box

Commissioner, Prec. 1 - Paula Gentry

CLARKSVILLE, TR 75426  
City, State and Zip Code

Commissioner, Prec. 2 - Don Gross

903-739-5705  
Telephone

Commissioner, Prec. 3 - Frank Berka

Ryle & Ron CARLOCK  
WILMA CARLOCK SETZER  
Timber Tract / Property Owner

Commissioner, Prec. 4 - Mike Spencer

Issued by Lex Jeffelle Valid 6/9/17 to 9/9/17

**PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED**

FAX 903-427-1574

Fax back to 903-680-8345

FILED  
TERRI ROSS  
PROPERTY CLERK  
2017 JUN 15 AM 9:35  
BY [Signature]  
UPSHUR COUNTY, TX.  
DEPUTY

**SPECIAL ROAD USE AGREEMENT CONTRACT**

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR

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The undersigned, Harp Land & Timber, hereinafter referred to as First Party, enters into an agreement with Upshur County Commissioner of Precinct No. 4, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 4, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.

First Party agrees to use only that section of (described exact route; direction and miles in tenths)

1/2 mile east of 852, 1/2 mile west of 852  
on Ocelot

2.

First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.

First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is hauling logs from lands location in Precinct No. 4, Upshur County.

4.

First Party agrees to put said road back into same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.

First Party agrees to POST PERFORMANCE BOND in the amount of \$-0-, to Upshur County Commissioner's Court to insure performance of agreement.

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth

UPS HUR COUNTY, TX.  
DEPUTY  
*[Signature]*

2017 JUN 15 AM 9:35

FILED  
TERRI ROSS  
COUNTY CLERK

First Party Signature

449 Lamb Rd  
Street or Box

Gilmer, Tx 75644  
City, State and Zip Code

903 801-0241  
Telephone

Jim Bethune  
Timber Tract / Property Owner

Issued by Lisa Jettella Valid 6/12/17 to 9/12/17

**PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED**

**A COPY OF THIS PERMIT MUST BE IN EVERY TRUCK BEING USED**

FILED  
TERRI ROSS  
COUNTY CLERK

2017 JUN 15 AM 9:35

UPSHUR COUNTY, TX.

BY [Signature]  
DEPUTY