


DRIVEWAY PERMIT APPLICATION

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

PRECINCT 3

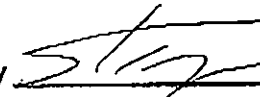
DATE May 17, 2018

Formal notice is hereby given that Russell Washburn, whose principal address is 1335 White Cedar, does hereby purpose to place a driveway culvert within the ROW of County Road White Cedar. Proposed construction will begin, if approved, on or after the 31st day of May, 2018. I, Russell Washburn, hereby attest that I have read the conditions set forth in this application and understand its contents. The culvert will/ will not be placed by County equipment and personnel. This is a new installation extension.


SIGNATURE: 
TELEPHONE: 903-235-3080

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed driveway culvert for the address shown above. The proposed driveway structure will be a 15 "x 40 " culvert.

Recommended by 

APPROVED ON THIS _____ DAY OF _____, 20__

FILED
TERRI ROSS
COUNTY CLERK
2018 MAY 31 AM 9:29
UPSHUR COUNTY, TX.
BY 
DEPUTY

DRIVEWAY PERMIT APPLICATION

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

PRECINCT 4

DATE May 17, 2018

Formal notice is hereby given that Colby Seehorn, whose principal address is 1579 Nutmeg, does hereby purpose to place a driveway culvert within the ROW of County Road Nutmeg. Proposed construction will begin, if approved, on or after the 31st day of May, 2018. Colby Seehorn hereby attest that I have read the conditions set forth in this application and understand its contents. The culvert will not be placed by County equipment and personnel. This is a new installation extension.

SIGNATURE: Colby Seehorn
TELEPHONE: 903-727-8479

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed driveway culvert for the address shown above. The proposed driveway structure will be a "x" culvert.

Recommended by [Signature]

APPROVED ON THIS _____ DAY OF _____ 20__

2018 MAY 31 AM 9:29
UPSHUR COUNTY, TX.
BY [Signature]
DEPUTY
TERRI ROSS
COUNTY CLERK

Property of: KYLE PIERCE
Property Address/Description:
5113 TURTLE
PITTSBURG, TX
Telephone No: 903 457-6943

LETTER AGREEMENT

Date: _____, 20____

This Letter Agreement is made and entered into by and between Upshur County, Texas, ("County") and KYLE PIERCE, the owner or person legally entitled to possession of the above described property ("Property Owner").

RECITALS

WHEREAS, County needs to enter private property to ensure proper roadway drainage and/or other work required by the County; and

WHEREAS, Property Owner represents that he/she is the owner or legal possessor of the referenced property; and

NOW, THEREFORE, in consideration of the mutual benefits to the parties hereto, the parties agree as follows:

1. Property Owner hereby expressly gives permission for County, through its Road & Bridge Department, to enter on Property Owner's property, hereby authorizing necessary rights of ingress, egress and regress therefrom for the purpose of performing necessary ditch/dirt operations.

2. County agrees that it will use due care to avoid damage to Property Owner's land in the ditch/dirt operations upon Property Owner's property, nevertheless, Property Owner agrees that Upshur County and its agents will not be held responsible for any related damage in connection with operations, and Property Owner hereby agree to indemnify and hold County harmless from any and all other damages to persons or property associated with County's work on Property Owner's property.

3. Both parties agree that this letter agreement contains the parties' entire agreement.

Note: Describe property at top of page if there is not a physical address for the property.

PROPERTY OWNER/
LEGAL POSSESSOR

[Signature]

UPSHUR COUNTY

By Billy
County Representative

By _____
County Judge

BY _____
UPSHUR COUNTY, TX.
DEPUTY

2018 MAY 31 AM 9:29

FILED
TERRY ROSS
COUNTY CLERK

FILED
TERRI ROSS
COUNTY CLERK

2018 MAY 31 AM 9:30

UPSHUR COUNTY, TX.

DEPUTY

Spider Hill

Property of:
Property Address/Description:

Telephone No:

LETTER AGREEMENT

Date: 4-18, 20 18

This Letter Agreement is made and entered into by and between Upshur County, Texas, ("County") and Kenny Hankins the owner or person legally entitled to possession of the above described property ("Property Owner").

RECITALS

WHEREAS, County needs to enter private property to ensure proper roadway drainage and/or other work required by the County; and

WHEREAS, Property Owner represents that he/she is the owner or legal possessor of the referenced property; and

NOW, THEREFORE, in consideration of the mutual benefits to the parties hereto, the parties agree as follows:

1. Property Owner hereby expressly gives permission for County, through its Road & Bridge Department, to enter on Property Owner's property, hereby authorizing necessary rights of ingress, egress and regress therefrom for the purpose of performing necessary Dump Dirt operations.

2. County agrees that it will use due care to avoid damage to Property Owner's land in the Dump Dirt operations upon Property Owner's property, nevertheless, Property Owner agrees that Upshur County and its agents will not be held responsible for any related damage in connection with operations, and Property Owner hereby agree to indemnify and hold County harmless from any and all other damages to persons or property associated with County's work on Property Owner's property.

3. Both parties agree that this letter agreement contains the parties' entire agreement.

Note: Describe property at top of page if there is not a physical address for the property.

PROPERTY OWNER/
LEGAL POSSESSOR

Kenny Hankins

UPSHUR COUNTY

By Donald Jeffrey
County Representative

By _____
County Judge

Property of:
Property Address/Description:

VINE Rd

Telephone No:

Date: 4/20, 2018

LETTER AGREEMENT

This Letter Agreement is made and entered into by and between Upshur County, Texas, ("County") and William D. Markham the owner or person legally entitled to possession of the above described property ("Property Owner").

RECITALS

WHEREAS, County needs to enter private property to ensure proper roadway drainage and/or other work required by the County; and

WHEREAS, Property Owner represents that he/she is the owner or legal possessor of the referenced property; and

NOW, THEREFORE, in consideration of the mutual benefits to the parties hereto, the parties agree as follows:

1. Property Owner hereby expressly gives permission for County, through its Road & Bridge Department, to enter on Property Owner's property, hereby authorizing necessary rights of ingress, egress and regress therefrom for the purpose of performing necessary Dump Dict operations.

2. County agrees that it will use due care to avoid damage to Property Owner's land in the Dump Dict operations upon Property Owner's property, nevertheless, Property Owner agrees that Upshur County and its agents will not be held responsible for any related damage in connection with operations, and Property Owner hereby agree to indemnify and hold County harmless from any and all other damages to persons or property associated with County's work on Property Owner's property.

3. Both parties agree that this letter agreement contains the parties' entire agreement.

Note: Describe property at top of page if there is not a physical address for the property.

PROPERTY OWNER/
LEGAL POSSESSOR

WDM

UPSHUR COUNTY

By David Jeffrey
County Representative

By _____
County Judge

2018 MAY 31 AM 9:30
UPSHUR COUNTY, TX.
DEPUTY
GR

FILED
TERRI ROSS
COUNTY CLERK

Property of:
Property Address/Description:

Telephone No:

Date: 4-20, 20 18

LETTER AGREEMENT

This Letter Agreement is made and entered into by and between Upshur County, Texas, ("County") and Earl Shaver, the owner or person legally entitled to possession of the above described property ("Property Owner").

RECITALS

WHEREAS, County needs to enter private property to ensure proper roadway drainage and/or other work required by the County; and

WHEREAS, Property Owner represents that he/she is the owner or legal possessor of the referenced property; and

NOW, THEREFORE, in consideration of the mutual benefits to the parties hereto, the parties agree as follows:

1. Property Owner hereby expressly gives permission for County, through its Road & Bridge Department, to enter on Property Owner's property, hereby authorizing necessary rights of ingress, egress and regress therefrom for the purpose of performing necessary Dump Dirt operations.

2. County agrees that it will use due care to avoid damage to Property Owner's land in the Dump Dirt operations upon Property Owner's property, nevertheless, Property Owner agrees that Upshur County and its agents will not be held responsible for any related damage in connection with operations, and Property Owner hereby agree to indemnify and hold County harmless from any and all other damages to persons or property associated with County's work on Property Owner's property.

3. Both parties agree that this letter agreement contains the parties' entire agreement.

Note: Describe property at top of page if there is not a physical address for the property.

PROPERTY OWNER/
LEGAL POSSESSOR

Earl Shaver

UPSHUR COUNTY

By Donald Jeffers
County Representative

By _____
County Judge

Zinna
BY [Signature]
DEPUTY
UPSHUR COUNTY, TX.
MAY 31 AM 9:30
FILED
TERRI ROSS
COUNTY CLERK

Property of: Terri Webb Hill
Property Address/Description: 2125 Day Lily
Telephone No: 903-399-6644

FILED
TERRI ROSS
COUNTY CLERK
2018 MAY 31 AM 9:30
UPSHUR COUNTY, TX.
BY [Signature]
DEPUTY

Date: 5-10 .2018
LETTER AGREEMENT

This Letter Agreement is made and entered into by and between Upshur County, Texas, ("County") and Terri Webb Hill, the owner or person legally entitled to possession of the above described property ("Property Owner").

RECITALS

WHEREAS, County needs to enter private property to ensure proper roadway drainage and/or other work required by the County; and

WHEREAS, Property Owner represents that he/she is the owner or legal possessor of the referenced property; and

NOW, THEREFORE, in consideration of the mutual benefits to the parties hereto, the parties agree as follows:

1. Property Owner hereby expressly gives permission for County, through its Road & Bridge Department, to enter on Property Owner's property; hereby authorizing necessary rights of ingress, egress and regress therefrom for the purpose of performing necessary ditch dirt operations.
2. County agrees that it will use due care to avoid damage to Property Owner's land in the ditch dirt operations upon Property Owner's property, nevertheless, Property Owner agrees that Upshur County and its agents will not be held responsible for any related damage in connection with operations, and Property Owner hereby agree to indemnify and hold County harmless from any and all other damages to persons or property associated with County's work on Property Owner's property.
3. Both parties agree that this letter agreement contains the parties' entire agreement.

Note: Describe property at top of page if there is not a physical address for the property.

PROPERTY OWNER/
LEGAL POSSESSOR
Terri Webb Hill

UPSHUR COUNTY
By Donald Jeffrey
County Representative

By _____
County Judge

Property of: Stephen Dunn
Property Address/Description: 2122 Day Lily

Telephone No: 903-841-0090

Date: 5-8, 2018

LETTER AGREEMENT

FILED
TERRI ROSS
COUNTY CLERK
2018 MAY 31 AM 9:30
UPSHUR COUNTY, TX.
BY [Signature]
DEPUTY

This Letter Agreement is made and entered into by and between Upshur County, Texas, ("County") and Stephen Dunn, the owner or person legally entitled to possession of the above described property ("Property Owner").

RECITALS

WHEREAS, County needs to enter private property to ensure proper roadway drainage and/or other work required by the County; and

WHEREAS, Property Owner represents that he/she is the owner or legal possessor of the referenced property; and

NOW, THEREFORE, in consideration of the mutual benefits to the parties hereto, the parties agree as follows:

1. Property Owner hereby expressly gives permission for County, through its Road & Bridge Department, to enter on Property Owner's property, hereby authorizing necessary rights of ingress, egress and regress therefrom for the purpose of performing necessary ditch dirt operations.

2. County agrees that it will use due care to avoid damage to Property Owner's land in the ditch dirt operations upon Property Owner's property, nevertheless, Property Owner agrees that Upshur County and its agents will not be held responsible for any related damage in connection with operations, and Property Owner hereby agree to indemnify and hold County harmless from any and all other damages to persons or property associated with County's work on Property Owner's property.

3. Both parties agree that this letter agreement contains the parties' entire agreement.

Note: Describe property at top of page if there is not a physical address for the property.

PROPERTY OWNER/
LEGAL POSSESSOR

[Signature]

UPSHUR COUNTY

By Donald Jeffrey
County Representative

By _____
County Judge

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR }

The undersigned, Kollin Hurt Forestry, 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)

3/4 mile on Sweet Pea

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
2018 MAY 31 AM 9:30
UPSHUR COUNTY, TX.
BY [Signature]
DEPUTY

Kathryn
First Party Signature

POB 211
Street or Box

Delmar TX 75644
City, State and Zip Code

903 790 0317
Telephone

Rogers 72
Timber Tract / Property Owner

Issued by [Signature] Valid 5/25/18 to 8/25/18

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
2018 MAY 31 AM 9:30
UPSHUR COUNTY, TX
BY [Signature]
DEPUTY