

DRIVEWAY PERMIT APPLICATION

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

PRECINCT 2

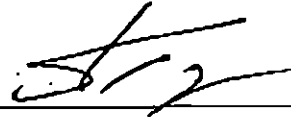
DATE February 20, 2019

Formal notice is hereby given that James Smith, whose principal address is 7840 Aster, does hereby purpose to place a driveway culvert within the ROW of County Road Aster. Proposed construction will begin, if approved, on or after the 28th day of February, 2019. James Smith, 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: James M. Smith
TELEPHONE: 225-244-2645

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 

APPROVED ON THIS DAY OF , 20 .

DRIVEWAY PERMIT APPLICATION

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

PRECINCT 4

DATE February 14, 2019

Formal notice is hereby given that Ben Morris, whose principal address is 7904 FM 556, does hereby purpose to place a driveway culvert within the ROW of County Road Gopher. Proposed construction will begin, if approved, on or after the 28th day of February, 2019. I, Ben Morris, 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: *Ben Morris*
TELEPHONE: 903-790-4473

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 12"x12" culvert.

Recommended by *[Signature]*

APPROVED ON THIS _____ DAY OF _____, 2019.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS }
COUNTY OF UPSHUR }

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Reel Logging, 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)

1.7 miles on N. Live Oak off FM 1795, 1 mile Sassafras

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.

Randolph Reel / ~~XXXXXXXXXX~~
First Party Signature

- 107 Red Bud
Street or Box

Ore City TX 75683
City, State and Zip Code

903-445-0621
Telephone

George Chane
Timber Tract / Property Owner

Issued by Lisa Jettellu Valid 3/12/19 to 5/12/19

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

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

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR }

The undersigned, Land Management, 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)

1/2 miles on Lavender, 300 yds on Ginger

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.

S. Mitchell Whitehead
First Party Signature

13913 MC 10
Street or Box

Fovice, AR 71837
City, State and Zip Code

870-653-3262
Telephone

MUSLOW
Timber Tract / Property Owner

Issued by *Jim Diftler* Valid *3/12/19* to *5/12/19*

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

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

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS

COUNTY OF UPSHUR

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Forestech, 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 miles on Periwinkle

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 log 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.

Forest Tech
First Party Signature

Permiinkle
Street or Box

Ore City Tx 75683
City, State and Zip Code

903-736-0411
Telephone

Moore
Timber Tract / Property Owner

Issued by Lisa Jetteller Valid 2/19/19 to 5/19/19

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

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

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR }

The undersigned, Timberline Forest, 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:

THE STATE OF TEXAS } 1.

First Party agrees to use only that section of (described exact route, direction and miles in tenths) 5/10 mile on Aspen off FM1002, 1/4 mile on Sycamore

The undersigned, _____

referred to as First Party, _____

of _____ } 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.

Stephen Davis
First Party Signature

PO Box 607
Street or Box

Atlanta, TX 75551
City, State and Zip Code

903 796 1203
Telephone

Webb-Rider (Will A. Webb + Cynthia Webb Rider)
Timber Tract / Property Owner

Issued by Gina Jettelle Valid 3/5/19 to 6/5/19

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

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

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS }
COUNTY OF UPSHUR }

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Land Management, 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 mile on Zinnia N. of FM 726

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.

Michelle Whitehead

First Party Signature

13913 MC 10

Street or Box

Fowler, AR 71837

City, State and Zip Code

870653-3262

Telephone

Kolin Hurt

Timber Tract / Property Owner

Issued by

Jana Seftelle

Valid

2/26/19

to

5/26/19

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

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

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR }

The undersigned, Land & Management, 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)

2/10 mile on Arrowwood, 2.6 miles on Pecan

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.

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED
A COPY OF THIS PERMIT MUST BE IN EVERY TRUCK BEING USED

Issued by *Jerry J. Little* Valid *2/28/19* to *5/28/19*

Timber Tract / Property Owner
Oliver Lindsey / Kollin Hurt

Telephone

870 653-3262

City, State and Zip Code

Stauke, AR 71837

Street or Box

13913 MC 10

First Party Signature

S. Michelle Whithead

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS

}

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR

}

The undersigned, Van Dusen Timber, 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 mile on Hickory, 2/10 mile on White Oak, 1.4 miles on White Cedar

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.

[Signature]
First Party Signature

4015 Valley Ranch Rd
Street or Box

Conover TX 76002
City, State and Zip Code

903-576-6587
Telephone

Gladeswater Hunting Club
Timber Tract / Property Owner

Issued by [Signature] Valid 3/8/19 to 5/8/19

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

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

NOTICE OF PROPOSED INSTALLATION
NOTICE OF PROPOSED INSTALLATION
PIPE AND/OR UTILITY LINES

DATE: 2/15/19

TO: UPSHUR COUNTY COMMISSIONERS COURT
c/o UPSHUR COUNTY ENGINEER
UPSHUR COUNTY ROAD & BRIDGE DEPARTMENT
P. O. BOX 730
Gilmer, TX 75644

EXPIRES: 5/15/2019

Formal notice is hereby given that Etex Telephone Coop., Inc. proposes to bore a New Fiber Optic line within the right-of-way of County Roads Lillac Ln, Moss, Gardenia, Bois D Arc, New Hope, Windridge, Williams, Jonquil, Ivy, Hyacinth, as follows: Installing new Fiber Optic cable on both sides of said county roads. All construction will be Directional Bored in at a min depth of 5' with in the county right of way.

The location and description of the proposed line and appurtenances is more fully shown by three copies of drawings attached to this notice. The line will be constructed and maintained on the County right-of-way as directed by the County Engineer in accordance with current Upshur County specifications.

Construction of this line will begin on or after the 15 day of Feb, 2019 and will be completed within 90 days of the date of approval.

Firm Etex Telephone Coop., Inc.
By Martin Thompson
Title Right of way Solicitor
Address P.O. Box 130 Gilmer TX 75644

- NOTE: 1. This form to be submitted in triplicate for each proposed installation.
2. The permit shall be in effect until the utility line is removed from the right of way.
3. Inform the County Engineer if work is not completed within this time

Revised 11/30/10

APPROVAL

TO: Etex Telephone Coop. Inc.
P.O. Box 130
Gilmer TX 75644

DATE 2/15/2019

The Upshur County Commissioners Court offers no objections to the location on the right-of-way of your proposed New Fiber Optic line across Lillac Ln, Moss, Gardenia, Windridge, Williams, Jonquil, Ivy, Hyacinth Roads as shown by accompanying drawings and notice dated Approved, except as noted below:

N/A

It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant and right, claim, title, or easement in or upon this county road; and it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase add to or any manner change the structure of this right-of-way line, this line, if affected, will be moved under the direction of the Upshur County Engineer and shall be relocated at the complete expense of the owner. Upshur County shall be notified a minimum of 48 hours prior to the beginning of any work.

All work on the county right-of-way shall be performed in accordance with the County Engineer's instructions. The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent property owners. Special specifications for placing this line are as follows:

1. All ground lines are to be installed a minimum of 36 inches below the flowline of the adjacent drainage or borrow ditch.
2. All excavations within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.
3. Lines crossing under surfaced roads and under surfaced cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line.
4. All lines under roads carrying pressure in excess of 50 psi shall be enclosed in satisfactory casing extending from right-of-way line to right-of-way line. Pipe used for casing may be of any type approved by the County Engineer and shall be capable of Supporting the load of roadbed and traffic and shall be so constructed that there will be no leakage of any matter through the casing for its entire length. Inside diameter of casing shall be at least 2 inches greater than the largest outside diameter of carrier pipe, joint or couplings. (Encasement is not required on lines installed 48 inches or greater below flowline.)
5. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet of either end of a bridge unless approved by the County Engineer in writing. No lines shall be placed inside any culvert or within 10 feet of the closest point of same.
6. Parallel lines will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and roadbed unless approved by the County Engineer in writing.
7. Overhead lines will have a minimum clearance of 18 feet above the road surface at point of crossing.
8. Operations along roadways shall be performed in such a manner that all excavated material be kept off the pavements at all times, as well as all operating equipment and materials. Do not use equipment or installation procedures which will damage any road surface or structure. The cost of any repairs to road surfaces, roadbed, structures or other right-of-way features as direct result of this installation will be borne by the owner of this line.
9. Barricades, warning signs, lights and flagmen, when necessary, shall be provided by the contractor or owner. One half of the traveled portion of the road must be open to traffic at all times. All traffic control shall be in accordance with the requirements of the current version of the Texas MUTCD.
10. Utility company shall install adequate erosion control measures for any excavation work being performed.

APPROVED: _____


Road Administrator

APPROVED: _____

Chairperson, Upshur County Commissioners Court
Revised 11/30/10

NOTICE OF PROPOSED INSTALLATION
NOTICE OF PROPOSED INSTALLATION
PIPE AND/OR UTILITY LINES

DATE: 4/15/2019

TO: UPSHUR COUNTY COMMISSIONERS COURT
c/o UPSHUR COUNTY ENGINEER
UPSHUR COUNTY ROAD & BRIDGE DEPARTMENT
P. O. BOX 730
Gilmer, TX 75644

EXPIRES: 5/15/2019

Formal notice is hereby given that Etex Telephone Coop., Inc. proposes to bore a New fiber Optic line within the right-of-way of County Roads Bob-o-link, Bluebird, Dove, Todd Boles as follows: Installing new fiber optic line on both sides of said roads. All construction will be directional bored in at a min depth of 5' with in the county road right of way.

The location and description of the proposed line and appurtenances is more fully shown by three copies of drawings attached to this notice. The line will be constructed and maintained on the County right-of-way as directed by the County Engineer in accordance with current Upshur County specifications.

Construction of this line will begin on or after the 15 day of Fed. 2019 and will be completed within 90 days of the date of approval.

Firm Etex Telephone Coop., Inc.
By Martin Thompson
Title Right of way solicitor
Address P.O. Box 130 Gilmer Tx 75644

- NOTE: 1. This form to be submitted in triplicate for each proposed installation.
2. The permit shall be in effect until the utility line is removed from the right of way.
3. Inform the County Engineer if work is not completed within this time

Revised 11/30/10

APPROVAL

TO: Etex Telephone Coop., Inc.
P.O. Box 130
Gilmer TX 75644

DATE 2/15/2019

The Upshur County Commissioners Court offers no objections to the location on the right-of-way of your proposed New Fiber Optic line across Bob-o-Link, Bluebird, Dove, Todd, Boles Roads as shown by accompanying drawings and notice dated Approved, except as noted below:

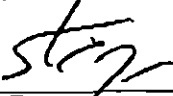
N/A

It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant and right, claim, title, or easement in or upon this county road; and it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase add to or any manner change the structure of this right-of-way line, this line, if affected, will be moved under the direction of the Upshur County Engineer and shall be relocated at the complete expense of the owner. Upshur County shall be notified a minimum of 48 hours prior to the beginning of any work.

All work on the county right-of-way shall be performed in accordance with the County Engineer's instructions. The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent property owners. Special specifications for placing this line are as follows:

1. All ground lines are to be installed a minimum of 36 inches below the flowline of the adjacent drainage or borrow ditch.
2. All excavations within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.
3. Lines crossing under surfaced roads and under surfaced cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line.
4. All lines under roads carrying pressure in excess of 50 psi shall be enclosed in satisfactory casing extending from right-of-way line to right-of-way line. Pipe used for casing may be of any type approved by the County Engineer and shall be capable of Supporting the load of roadbed and traffic and shall be so constructed that there will be no leakage of any matter through the casing for its entire length. Inside diameter of casing shall be at least 2 inches greater than the largest outside diameter of carrier pipe, joint or couplings. (Encasement is not required on lines installed 48 inches or greater below flowline.)
5. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet of either end of a bridge unless approved by the County Engineer in writing. No lines shall be placed inside any culvert or within 10 feet of the closest point of same.
6. Parallel lines will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and roadbed unless approved by the County Engineer in writing.
7. Overhead lines will have a minimum clearance of 18 feet above the road surface at point of crossing.
8. Operations along roadways shall be performed in such a manner that all excavated material be kept off the pavements at all times, as well as all operating equipment and materials. Do not use equipment or installation procedures which will damage any road surface or structure. The cost of any repairs to road surfaces, roadbed, structures or other right-of-way features as direct result of this installation will be borne by the owner of this line.
9. Barricades, warning signs, lights and flagmen, when necessary, shall be provided by the contractor or owner. One half of the traveled portion of the road must be open to traffic at all times. All traffic control shall be in accordance with the requirements of the current version of the Texas MUTCD.
10. Utility company shall install adequate erosion control measures for any excavation work being performed.

APPROVED: _____


Road Administrator

APPROVED: _____

Chairperson, Upshur County Commissioners Court
Revised 11/30/10

NOTICE OF PROPOSED INSTALLATION
NOTICE OF PROPOSED INSTALLATION
PIPE AND/OR UTILITY LINES

DATE: 3/5/2019

TO: UPSHUR COUNTY COMMISSIONERS COURT
c/o UPSHUR COUNTY ENGINEER
UPSHUR COUNTY ROAD & BRIDGE DEPARTMENT
P. O. BOX 730
Gilmer, TX 75644

EXPIRES: 6/9/2019

Formal notice is hereby given that Etex Telephone Coop., Inc. proposes to bore a New Fiber Optic line within the right-of-way of County Roads Smilax, Patton, Yellow Rose, Stinson as follows: Construction job on both sides of said roads. Installing 2-1.25" duct w/BFO 288. All construction will be directional bored in at a min depth of 5' with in the county right of way.

The location and description of the proposed line and appurtenances is more fully shown by three copies of drawings attached to this notice. The line will be constructed and maintained on the County right-of-way as directed by the County Engineer in accordance with current Upshur County specifications.

Construction of this line will begin on or after the 5 day of Mar, 2019 and will be completed within 90 days of the date of approval.

Firm Etex Telephone Coop., Inc.
By Martin Thompson
Title Right of way solisitor
Address P.O. Box 130 Gilmer Texas 75644

- NOTE: 1. This form to be submitted in triplicate for each proposed installation.
2. The permit shall be in effect until the utility line is removed from the right of way.
3. Inform the County Engineer if work is not completed within this time

Revised 11/30/10

APPROVAL

TO: Etex Telephone Coop., Inc.
P.O. Box 130 Gilmer Tex
75644

DATE 3/5/2019

The Upshur County Commissioners Court offers no objections to the location on the right-of-way of your proposed New Fiber Optic line across Smilax, Patton, Yellow Rose, Stinson Roads as shown by accompanying drawings and notice dated Approved, except as noted below:


N/A

It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant and right, claim, title, or easement in or upon this county road; and it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase add to or any manner change the structure of this right-of-way line, this line, if affected, will be moved under the direction of the Upshur County Engineer and shall be relocated at the complete expense of the owner. Upshur County shall be notified a minimum of 48 hours prior to the beginning of any work.

All work on the county right-of-way shall be performed in accordance with the County Engineer's instructions. The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent property owners. Special specifications for placing this line are as follows:

1. All ground lines are to be installed a minimum of 36 inches below the flowline of the adjacent drainage or borrow ditch.
2. All excavations within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.
3. Lines crossing under surfaced roads and under surfaced cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line.
4. All lines under roads carrying pressure in excess of 50 psi shall be enclosed in satisfactory casing extending from right-of-way line to right-of-way line. Pipe used for casing may be of any type approved by the County Engineer and shall be capable of Supporting the load of roadbed and traffic and shall be so constructed that there will be no leakage of any matter through the casing for its entire length. Inside diameter of casing shall be at least 2 inches greater than the largest outside diameter of carrier pipe, joint or couplings. (Encasement is not required on lines installed 48 inches or greater below flowline.)
5. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet of either end of a bridge unless approved by the County Engineer in writing. No lines shall be placed inside any culvert or within 10 feet of the closest point of same.
6. Parallel lines will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and roadbed unless approved by the County Engineer in writing.
7. Overhead lines will have a minimum clearance of 18 feet above the road surface at point of crossing.
8. Operations along roadways shall be performed in such a manner that all excavated material be kept off the pavements at all times, as well as all operating equipment and materials. Do not use equipment or installation procedures which will damage any road surface or structure. The cost of any repairs to road surfaces, roadbed, structures or other right-of-way features as direct result of this installation will be borne by the owner of this line.
9. Barricades, warning signs, lights and flagmen, when necessary, shall be provided by the contractor or owner. One half of the traveled portion of the road must be open to traffic at all times. All traffic control shall be in accordance with the requirements of the current version of the Texas MUTCD.
10. Utility company shall install adequate erosion control measures for any excavation work being performed.

APPROVED:


Road Admin: Straker

APPROVED:

Chairperson, Upshur County Commissioners Court
Revised 11/30/10