

FILED
TERRI ROSS
COUNTY CLERK

2019 OCT 31 AM 9:18

UPSHUR COUNTY, TX
BY [Signature] DEPU

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS }
COUNTY OF UPSHUR }

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Ward Timber, 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 mile on Violet off Hwy 259

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.

Mark W. Wilson
First Party Signature

P.O. Box 360
Street or Box

LINDEN, TX. 75563
City, State and Zip Code

903-720-8723
Telephone

TART
Timber Tract / Property Owner

Issued by Riva Septella Valid 10/23/19 to 1/23/19

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

COPY OF THIS PERMIT MUST BE IN EVERY TRUCK BEING USED

***A TEMPORARY CULVERT MUST BE INSTALLED IN DITCH BEING
USED FOR ACCESS TO LAND***

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, Ward Timber, 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 mile on Vilot, 2.9 miles on Verbena

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.

Mark W. Wilson

First Party Signature

P.O. Box 360

Street or Box

LINDEN, TX, 75563

City, State and Zip Code

903-720-8723

Telephone

TART

Timber Tract / Property Owner

Issued by Lisa Jeffellu Valid 10/23/19 to 1/23/20

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

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SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR

}

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)

2.8 miles on Ocelot, 9/10 mile on Giraffe

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.



First Party Signature

367 CR 1899

Street or Box

Linden TX 75563

City, State and Zip Code


903 801 0244

Telephone

Danielle Earl

Timber Tract / Property Owner

Issued by Lisa Jettella Valid 10/11/19 to 11/11/20

FILED
TERRI ROSS
COUNTY CLERK
2019 OCT 31 AM 9:49
UPSHUR COUNTY, TX.
BY 
DEPUTY

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

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*****A TEMPORARY CULVERT MUST BE INSTALLED IN DITCH BEING USED FOR ACCESS TO LAND*****