



**DRIVEWAY PERMIT APPLICATION**

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


PRECINCT \_\_\_\_\_ DATE 3/1/20

Formal notice is hereby given that Jennifer Bethard, whose principal address is 4997 Aspen Trail Gilmer TX 75644, does hereby purpose to place a driveway culvert within the ROW of County Road \_\_\_\_\_. Proposed construction will begin, if approved, on or after the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. I, Jennifer Bethard, 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: Jennifer Bethard  
TELEPHONE: 903-452-9742

**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\_\_\_\_.

**SPECIAL ROAD USE AGREEMENT CONTRACT**

THE STATE OF TEXAS

} KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR

The undersigned, Doug Canfield, 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)

1.5 miles on Daffodil north of Hwy 155

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.

[Signature]  
First Party Signature

P.O. Box 43  
Street or Box

Aurora, TX. 75430  
City, State and Zip/Code

903 - 930 - 7565  
Telephone

[Signature] 903 - 790 - 0553  
Timber Tract / Property Owner

Issued by [Signature] Valid 3/16/2020 to 6/16/2020

**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\*\*\***

Property of: *NASTURTIUM*  
Property Address/Description: *1 1/2 miles west of URB CITY*

Telephone No:

**LETTER AGREEMENT**

Date: *3-6-* 20

This Letter Agreement is made and entered into by and between Upshur County, Texas, ("County") and *Dorothy Morgan* 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 *Clearing Creek* operations.

2. County agrees that it will use due care to avoid damage to Property Owner's land in the *creek clearing* 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

*X Dorothy Morgan*

UPSHUR COUNTY

By \_\_\_\_\_  
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, Triple D Logging, hereinafter referred to as First Party, enters into an agreement with Upshur County Commissioner of Precinct No. Z 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. Z, 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 miles on Spiderlily, 1.2 miles on Thyme

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. Z, 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

11484 Raccoon Rd  
Street or Box

Pittsburg TX 75108  
City, State and Zip Code

903-767-0167  
Telephone

Advantage Properties  
Timber Tract / Property Owner

Issued by [Signature] Valid 3/10/2020 to 6/10/2020

**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

}

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR

}

The undersigned, Triple D Logging, hereinafter referred to as First Party, enters into an agreement with Upshur County Commissioner of Precinct No. 1, 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. 1, 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 Nuthatcher, .2 mile on Martin,  
1 mile Mackey

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. 1, 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

11484 Paccoon Rd  
Street or Box

Pittsburg TX 75686  
City, State and Zip Code

903-767-0167  
Telephone

Melton  
Timber Tract / Property Owner

Issued by  Valid 3/5/2020 to 6/5/2020

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

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USED FOR ACCESS TO LAND\*\*\***

**SPECIAL ROAD USE AGREEMENT CONTRACT**

THE STATE OF TEXAS

}

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR

}

The undersigned, Morris Timber Co, 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)

2 miles on Snapdragon, 1/4 mile on Reddick,  
2 1/4 mile on Nelson

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.

Andy Floyd  
First Party Signature

223 US 69 South  
Street or Box

Bullard Tx 75757  
City, State and Zip Code

903-570-6044  
Telephone

SECRET  
Timber Tract / Property Owner

Issued by Lisa Jettell Valid 3/24/2020 to 6/24/2020

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

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USED FOR ACCESS TO LAND\*\*\***

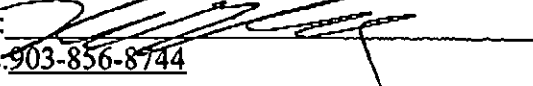
**DRIVEWAY PERMIT APPLICATION**

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

PRECINCT 2

DATE March 18, 2020

Formal notice is hereby given that Bobby K. Ellison, whose principal address is 682 Sunflower, does hereby purpose to place a driveway culvert within the ROW of County Road Sunflower. Proposed construction will begin, if approved, on or after the 31st day of March, 20   I, Bobby K. Ellison, 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: 903-856-8744

**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 2                      DATE March 12, 2020

Formal notice is hereby given that Kerry Mize, whose principal address is 2669 Poppy, does hereby purpose to place a driveway culvert within the ROW of County Road Poppy. Proposed construction will begin, if approved, on or after the 16th day of March, 20   I, Kerry Mize, 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: [Signature]  
TELEPHONE: 903-424-3040

**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

**DRIVEWAY PERMIT APPLICATION**

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

PRECINCT 1

DATE March 12, 2020

Formal notice is hereby given that David Snyder, whose principal address is 169 Woodland Cour, does hereby purpose to place a driveway culvert within the ROW of County Road Woodland Cour. Proposed construction will begin, if approved, on or after the 31st day of March, 20   I, David Snyder, 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: 903-452-1872

**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  
CILMER, TEXAS

PRECINCT 4

DATE March 10, 2020

Formal notice is hereby given that Martin Aguillon, whose principal address is 5590 Collie, does hereby purpose to place a driveway culvert within the ROW of County Road Collie. Proposed construction will begin, if approved, on or after the 16th day of March, 2020. I, Martin Aguillon, 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: Martin Aguillon  
TELEPHONE: 903-841-2292

**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 10 DAY OF March, 2020.

NOTICE OF PROPOSED INSTALLATION  
PIPE AND/OR UTILITY LINES

DATE: 3/11/20

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

EXPIRES: 6/25/20

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 Cricket, Ant, Alligator, S Alligator, Arrowwood, Beechnut, Blue Spruce, Bois D'Arc, Magnolia, Cedar, Ballard, and Black Gum as follows: Installing new fiber and duct on both sides of said county roads. All construction will be directionally bored at a min depth of 60" within the county Road and Bridge 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 25th day of March, 2020 and will be completed within 90 days of the date of approval.

Firm Etex Telephone Coop., Inc.  
By Matthew Williams  
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



APPROVAL

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

DATE: 3/11/20

The Upshur County Commissioners Court offers no objections to the location on the right-of-way of your proposed New Fiber Optic line across Cricket Rd., Ant Rd., Alligator Rd., S Alligator Rd., Arrowwood Rd., Beechnut Rd., Blue Spruce Rd., Bois D'Arc Rd., Magnolia Rd., Ballard Rd., Black Gum Rd., and Cedar Rd. 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:   
County Road Admin.

APPROVED: \_\_\_\_\_  
Chairperson, Upshur County Commissioners Court

NOTICE OF PROPOSED INSTALLATION

PIPE AND/OR UTILITY LINES

DATE: 3/11/20

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

EXPIRES: 6/25/20

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 Paw Paw, Scarlet Oak, and Locust as follows: Installing new fiber and duct on both sides of said county roads. All construction will be directionally bored at a min depth of 60" within the county Road and Bridge 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 25th day of March, 2020 and will be completed within 90 days of the date of approval.

Firm Etex Telephone Coop., Inc.  
By Matthew Williams  
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

APPROVAL

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

DATE: 3/11/20

The Upshur County Commissioners Court offers no objections to the location on the right-of-way of your proposed New Fiber Optic line across Paw Paw Rd., Scarlet Oak Rd., and Locust Rd. as shown by accompanying drawings and notice dated Approved, except as noted below:

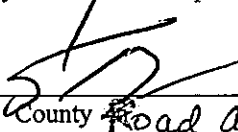
N/A

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: \_\_\_\_\_

  
County Road Admin

APPROVED: \_\_\_\_\_

Chairperson, Upshur County Commissioners Court

NOTICE OF PROPOSED INSTALLATION  
NOTICE OF PROPOSED INSTALLATION

NOTICE OF PROPOSED INSTALLATION  
PIPE AND/OR UTILITY LINES

DATE: 3-17-20

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

EXPIRES: 6-17-20

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 Road Crabapple, Evergreen, Pomagranate, Mustang, as follows: Installing new fiber optic cable with duct on both sides of said roads. All construction will be directional bored in at min depth of 60" on the up side of 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 17 day of Mar, 2020 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. 130 Gilmer TEX 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

APPROVAL

TO: Etext Telephone Coop., Inc. \_\_\_\_\_  
P.O. Box 130 Gilmer Tx \_\_\_\_\_  
75644 \_\_\_\_\_

DATE 3-17-20

The Upshur County Commissioners Court offers no objections to the location on the right-of-way of your proposed New Fiber Optic line across Said 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: [Signature]  
Road Administrator

APPROVED: \_\_\_\_\_  
Chairperson, Upshur County Commissioners Court

FILED  
TERRY ROSS  
COUNTY CLERK  
2020 APR 5 AM 10:26  
BY \_\_\_\_\_  
UPSHUR COUNTY, TX.  
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# Upshur County Commissioners' Court

## Attendance Sign-In Sheet

Date: 4-15-2020

<p><i>[Handwritten initials]</i></p> <p><i>[Handwritten signature]</i></p>	
<p><i>Philly Williams</i></p>	
<p><i>Sydnie Gaulton</i></p>	

FILED  
 TERRI ROSS  
 COUNTY CLERK  
 2020 APR 15 AM 10:26  
 UPSHUR COUNTY, TX  
*[Signature]*  
 DEPUTY