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		NBY THESE PRESENTS:
COUNTY OF U	PSHUR }	:
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Precinct No. Z	Upshur County, and in order to get material	to market it is necessary to
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First Party agree	s to use its vehicles in such a manner as not	to block or interfere with
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commencement	of hauling operations on the part of First Par	tý.
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County Commi	sioner's Court to insure performance of agre	ement.
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Nothing herein	shall be construed as a waiver by the Commi	ssioner of the authority
granted him by	Article 6716, V.A.C.S., but the rights and au	thority granted the
Commissioner	y the terms of Article 6716, V.A.C.S., are en	opressly reserved by the
Commissioner	n the event First Party fails to abide by the c	onditions above set forth.
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PAGE 61/02

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PAGE 12/12

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THE STATE OF TEXAS }	•
•	N BY THESE PRESENTS:
COUNTY OF UPSHUR }	
The undersigned, Doug Confield	, haveington
referred to as First Party, enters into an agreement with Upsh	, hereinafter
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.	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 ha	auling on and over same,
enter into the following agreement:	:    -
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other traffic on said road, so that said road will be open to tra times.	vel by the public at all
<b>3.</b>	
First Party agrees to grade, maintain and otherwise repair said	l road, using its own
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is Nowling logs from lands location in Precinc	t No. <u></u> , Upshur County.
First Party agrees to put said road back into same condition as	s it was prior to the
commencement of hauling operations on the part of First Part	v.
<b>5.</b>	<u>.</u>
First Party agrees to POST PERFORMANCE BOND in the a	mount of \$-0-, to Upshur
County Commissioner's Court to insure performance of agree	ment.
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6.	le ou a le
Nothing herein shall be construed as a waiver by the Commis granted him by Article 6716, V.A.C.S., but the rights and auti	sioner of the authority
Commissioner by the terms of Article 6716, V.A.C.S., are exp	noing granted the bressly reserved by the
Commissioner in the event First Party fails to abide by the co	nditions above set forth
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PAGE 09/12

First Party Signature

903-930 -7565 Telephone

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PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

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

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THE STATE OF TEXAS	} VNOW ATT ME	N BY THESE PRESENTS:
COUNTY OF UPSHUR	}	n bi inese presenis:
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A Rest Commence	l.	
First Party agrees to use only that secti		
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	2	
First Party agrees to use its vehicles other traffic on said road, so that satimes.	2. s in such a manner as not id road will be open to tra	to block or interfere with avel by the public at all
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First Party agrees to grade, maintain equipment, labor and materials, if a is NOUL NO 1095 from	n and otherwise repair sainny needed, during the dur	d road, using its own ation of time that First Party No. 3, Upshur County.
	4.	· ,
First Party agrees to put said road be commencement of hauling operation	ack into same condition and son the part of First Par	s it was prior to the ty.
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First Party agrees to POST PERFORM County Commissioner's Court to in	5. RMANCE BOND in the a sure performance of agre	mount of \$-0-, to Upshur
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Nothing herein shall be construed as granted him by Article 6716, V.A.C Commissioner by the terms of Artic	.S., but the rights and aut le 6716, V.A.C.S., are ex	hority granted the pressly reserved by the
Commissioner in the event First Par	ty fails to abide by the co	nditions above set forth.
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PAGE 87/12

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Street or Box City, State and Zip Code Telephone Timber Tract / Property Owner 98.7 W

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

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

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PAGE 08/12

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THE STATE OF TEXAS }		MEN BY THESE PRESENTS:
COUNTY OF UPSHUR }	ANOW ALL I	MEN BY THESE PRESENTS:
The undersigned, Policy Person referred to as First Party, enters into an Precinct No.2, Upshur County, and it use a portion of Upshur County roads I Commissioner has jurisdiction and oblibeing aware of possible damage to said enter into the following agreement:	n order to get mate located in Precinct igation to maintain	pshur County Commissioner of rial to market it is necessary to No. 2 over which in good repair, and both parties
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First Party agrees to use only that section of 2 mile on Jasm	of (described exact ro	oute; direction and miles in tenths)  - M 555
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First Double coming we are its subject to	2.	
First Party agrees to use its vehicles in	such a manner as r	of to block or interfere with
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First Party agrees to grade, maintain an		egid road riging its own
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First Party agrees to put said road back	into same conditio	m as it was prior to the
commencement of hauling operations of		
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First Party agrees to POST PERFORM		be amount of \$-0-, to Upshur
County Commissioner's Court to insure	performance of a	greement.
lyear of the second	6.	
Nothing herein shall be construed as a very granted him by Article 6716, V.A.C.S., Commissioner by the terms of Article 6	vaiver by the Combut the rights and	authority granted the
Commissioner in the event First Party f	ails to abide by the	conditions above sepforth.
anality to the state of		JPSHAR I

PAGE 05/12

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a Det	
First Party Signature	•
5147 Fm 852 Street or Box	
City, State and Zip Code	
903-790-2966 Telephone	
Timber Tract / Property Owner	
issued by Juxa Settelle, Valid 3/6/	17 to 6/6/17
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Commissio	ner in the event Fi	rst Party fail	s to abide by the cor	iditions above s	set forth.	
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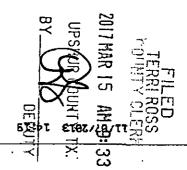
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First Party Signature	
Hovworth Street or Box	
Hogworth OK 24140 City, State and Zip Code	•
Telephone 580-212-228	
Timber Tract / Property Owner	
Issued by Liva Setteller Valid 3/7/	17 to 6/7/17
PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLES	S OTHERWISE NOTED
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PAGE 04/12

THE STATE OF TEXAS } KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF UPSHUR }
The undersigned, Steitler Are E Timber hereinafter natured to as First Party, enters into an agreement with Upshur County Commissioner of Presenct 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 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)
Willow Oak Rd - 1 mile
First Party agrees to use its vehicles in such a mailner as not to block or interfere with crier traffic on said road, so that said road will be open to travel by the public at all times.
3. 15 feet Party agrees to grade, maintain and otherwise repair said road, using its own ecuipment, labor and materials, if any needed, during the duration of time that First Party is Marling 1095 from lands location in Precinct No. Upshur County.
Pirst 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.
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 panted 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 Farty fails to abide by the conditions above set forth.

903-225-7101 ZAZTA 7984

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in S	
11:st Party Signature	County Judge-Dean Fowler
-1102 Hampton Rd Street or Box	Commissioner, Prec. i - Paula Gentry
	Commissioner, Prec. 2 - Cole Hefner
103-832-1764 Telephone	Commissioner, Prec. 3 - Frank Berka
Robert + Mary Sedgwick Timber Tract / Property Owner	Commissioner, Prec. 4-Mike Spencer
smed by	7alid

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

TERRI RUSS 2017 MAR 15 AM 9: 33 UPSHAR COUNTY. TX. BY DEPUTY

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THE STATE OF TEXAS }	
1	BY THESE PRESENTS:
COUNTY OF UPSHUR }	
The undersigned, TOVESTECH	, hereinafter
referred to as First Party, enters into an agreement with Upshu	r County Commissioner of
Precinct No.  Upshur County, and in order to get material to	
use a portion of Upshur County roads located in Precinct No.	
Commissioner has jurisdiction and obligation to maintain in g	
being aware of possible damage to said roads as a result of have	lling on and over same,
enter into the following agreement:	
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First Party agrees to use only that section of (described exact route,	direction and miles in tenths)
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Bob Olinic, mik on Goldfinch, 14m	le on Kingfisher
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2.	
First Party agrees to use its vehicles in such a manner as not to	
other traffic on said road, so that said road will be open to trav	el by the public at all
times.	!
3.	
First Party agrees to grade, maintain and otherwise repair said	road using its over
equipment labor and materials, if any needed, during the dura	
is Nouling 1095 from lands location in Precinct	
	to, oppinal 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	•
<u>.</u>	
First Party agrees to POST PERFORMANCE BOND in the ar	
County Commissioner's Court to insure performance of agree	nent.
First Consequence of the Consequ	* .
Nothing herein shall be construed as a waiver by the Commiss	ioner of the suthority
granted him by Article 6716, V.A.C.S., but the rights and auth	
Commissioner by the terms of Article 6716, V.A.C.S., are exp	
Commissioner in the event First Party fails to abide by the con	
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First Party Signature Languier 7 75605 City, State and Zip Code <u>903-736-6411</u> Telephone France 3
Timber Tract / Property Owner 1567, No. 1962 to PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED Telephy . A COPY OF THIS PERMIT MUST BE IN EVERY TRUCK BEING USED Time Control of the control San Fred ACHTOL A 15 . .

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# NOTICE OF PROPOSED INSTALLATION PIPE AND/OR UTILITY LINES

DATE: 2-22-2017

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

EXPIRES: 5-22-2017

Formal notice is hereby given that Etex Telephone Coop. Inc. proposes to bore a Fiber Optic line within the right-of-way of County Roads Bobwhite, Osprey, Perkins, Skylark, Goose, Martin, Mockingbird, Nightinggale, Glendwood, Bever Bend. as follows: Installing 2-1,25 Duet and a 48 BFO. All work will be on both sides roads, All work will be Bored in at a min depth of 4 feet.



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 22 day of Feb, 2017 and will be completed within 90 days of the date of approval.

Firm Etex Telephone Coop. Inc.

By <u>Martin Thompson</u>
Title <u>Right of way solicitor</u>

Address P.O. Box 130 Gilmer Tex 75644

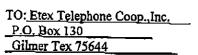
NOTE: 1. This form to be submitted in triplicate for each proposed installation.

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

Revised 11/30/10

#### APPROVAL





The Upshur County Commissioners Court offers no objections to the location on the right-of-way of your proposed <u>Fiber</u>

Optic line across <u>All Said Roads</u> as shown by accompanying drawings and notice dated <u>Approved</u>, 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 ero	sion control measures for any excavation w	ork haing nerfor	<b></b>	
·	-fine		ork come better	8 8 □	201
APPROV	ED:	APPROVED:		L PSH	7 S.
	Road Haministrat	Chairperso	n, Upshur County	Commissi	oners Court
	1	NOTICE OF PROPOSED INSTALLATIO		6	<u> </u>
			Revise	d 11/ <u>3</u> 0/10	
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# NOTICE OF PROPOSED INSTALLATION PIPE AND/OR UTILITY LINES

DATE: 2-24-2017

TO: UPSHUR COUNTY COMMISSIONERS COURT
c/o UPSHUR COUNTY ENGINEER
UPSHUR COUNTY ROAD & BRIDGE DEPARTMENT

EXPIRES: 5-24-2017

P. O. BOX 730 Gilmer, TX 75644

Formal notice is hereby given that <u>Etex Telephone Coop. Inc.</u> proposes to bore a <u>Fiber Optic</u> line within the right-of-way of County Road <u>Pin Oak</u> as follows: Installing new fiber optic cable and duct on both sides of County road. All work will be Bored in at a min depth of 4 feet.

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 24 day of Feb. 2017 and will be completed within 90 days of the date of approval.

Firm Etex Telephone Coop. Inc.

By <u>Martin Thompson</u>
Title <u>Right of way solicitor</u>

Address P.O. Box 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

TERRI ROSS
CAULTY CLERK

2017 MAR 15 AM 9: 33
UPSHUROLONIY. TX.
BY
DEPUTY

Revised 11/30/10

#### APPROVAL

TO:_Etex Telephone Coop.,Inc	DATE <u>2-24-2017</u>
P.O. Box 130 Gilmer Tex 75644	•
The Upshur County Commissioners Court offers no objections to the location <u>Fiber Optic</u> line across <u>Pin Oak Road</u> as shown by accompanying drawings and notic	
N/A	
It is expressly understood that the Upshur County Commissioners Court does not purpo easement in or upon this county road; and it is further understood that in the future shou improve, relocate, widen, increase add to or any manner change the structure of this rigi moved under the direction of the Upshur County Engineer and shall be relocated at the shall be notified a minimum of 48 hours prior to the beginning of any work.	ld for any reason Upshur County need to work, nt-of-way line, this line, if affected, will be
All work on the county right-of-way shall be performed in accordance with the County l not damage any part of the highway and adequate provisions must be made to cause min property owners. Special specifications for placing this line are as follows:	Engineer's instructions. The installation shall imum inconvenience to traffic and adjacent
I. 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 surplus material shall be removed from the right-of-way and the excavation finished flus	tamping in 6 inch horizontal layers. All h with surrounding natural ground.
3. Lines crossing under surfaced roads and under surfaced cross roads within the right-cashall extend from crown line to crown line.	f-way shall be placed by boring. Boring
4. All lines under roads carrying pressure in excess of 50 psi shall be enclosed in satisfa line to right-of-way line. Pipe used for casing may be of any type approved by the Coun Supporting the load of roadbed and traffic and shall be so constructed that there will be for its entire length. Inside diameter of casing shall be at least 2 inches greater than the l couplings. (Encasement is not required on lines installed 48 inches or greater below flow	y Engineer and shall be capable of o leakage of any matter through the casing argest outside diameter of carrier pipe, joint or
5. All lines, where practicable, shall be located to cross roadbed at approximately right a under or within 50 feet of either end of a bridge unless approved by the County Engineer any culvert or within 10 feet of the closest point of same.	ngles thereto. No lines are to be installed in writing. No lines shall be placed inside
6. Parallel lines will be installed as near the right-of-way lines as is possible and no parallel between the drainage ditch and roadbed unless approved by the County Engineer in writing	lel line will be installed in the toadbed or eg.
7. Overhead lines will have a minimum clearance of 18 feet above the road surface at po	int of crossing.
8. Operations along roadways shall be performed in such a manner that all excavated mattimes, as well as all operating equipment and materials. Do not use equipment or installar surface or structure. The cost of any repairs to road surfaces, roadbed, structures or other installation will be borne by the owner of this line.	ion procedures which will damage any mad
9. Barricades, warning signs, lights and flagmen, when necessary, shall be provided by the traveled portion of the road must be open to traffic at all times. All traffic control shall be the current version of the Texas MUTCD.	e contractor or owner. One half of the
10. Utility company shall install adequate erosion control measures for any excavation wo	k being performed A 99
APPROVED: APPROVED:	္ ျ
Road Adyxinistrativ Chairperson, NOTICE OF PROPOSED INSTALLATION	Upshur County Commissioners Court

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Revised 11/30/10