

DRIVEWAY PERMIT APPLICATION

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

PRECINCT 2

DATE September 20, 2017

Formal notice is hereby given that Vertie L Eddie, whose principal address is 13047 Davidson, does hereby purpose to place a driveway culvert within the ROW of County Road Davidson. Proposed construction will begin, if approved, on or after the 30th day of September, 20__ I, Vertie L Eddie, 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: *Vertie L Eddie*
TELEPHONE: 903-663-1190

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

FILED
TERRI ROSS
COUNTY CLERK
2017 SEP 29 AM 11:04
UPS HUR COUNTY, TX.
BY *[Signature]*
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS

}

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR

}

The undersigned, Timberline Forestry, hereinafter referred to as First Party, enters into an agreement with Upshur County Commissioner of Precinct No. L, 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. L 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)

4/10 mile on Gardeneria off FM 726, 4/10 mile on New Hope

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. L, Upshur County.

4.

First Party agrees to put said road back into same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.

First Party agrees to POST PERFORMANCE BOND in the amount of \$-0-, to Upshur County Commissioner's Court to insure performance of agreement.

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

FILED
TERRI ROSS
COUNTY CLERK
2017 SEP 29 AM 11:04
UPSHUR COUNTY, TX.
DEPUTY

[Signature]
First Party Signature

P.O. Box 607
Street or Box

Atlanta TX
City, State and Zip Code

903-738-3326
Telephone

Stephen Davis
Timber Tract / Property Owner

Issued by Lisa Jettler Valid 9/21/17 to 12/21/17

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

Collected

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

Number

FILED
TERRI ROSS
COUNTY CLERK
2017 SEP 29 AM 11:04
UPSHUR COUNTY, TX.
BY [Signature]
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS

} KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR

The undersigned, Mario Guiterri z, 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)
1.4 miles on Iris, 8/10 mile 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 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.

BY [Signature]
UPSHUR COUNTY, TX.
DEPUTY

2017 SEP 29 AM 11:04

FILED
TERRI ROSS
COUNTY CLERK

Manio Gutierrez
First Party Signature

7687 Iris Ln
Street or Box

Ore City TX 75683
City, State and Zip Code

903 855 2090
Telephone

Rodriguez
Timber Tract / Property Owner

Issued by Lisa Jettella Valid 9/27/17 to 12/27/17

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

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

FILED
TERRI ROSS
COUNTY CLERK
2017 SEP 29 AM 11:04
UPSHUR COUNTY, TX.
BY [Signature]
DEPUTY