Danny Spencer
sion:
8/69/31/854 Selson
7x Property of: Property Address/Description: Telephone No: LETTER AGREEMENT Date: 2 - 6 , 20 🔏 This Letter Agreement is made and entered into by and between Upshur County, Texas, ("County") and Danny Spencer, the owner or person legally entitled to possession of the above described property ("Property Owner"). ٠,٠,٠. 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 réferenced 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 ATARLA \_\_\_\_operations. 2. County agrees that it will use due care to avoid damage to Property Owner's land in the 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. UPSHUR COUNTY PROPERTY OWNER/ LEGAL POSSESSOR County Representative

PAGE 05/19

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ARRANES Primi

Maria San San San

County Judge

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

•			I	•
PRECINCT 4	DATE De	ecember 14, 2017		
Formal notice is hereb. Forney, TX, does here Llama. Proposed cons 20 I, Byron Media and understand its con and personnel. This is	by purpose to place truction will beging the begins the	ce a <u>driveway culver</u> in, if approved, on on that I have read the of twill/will:	et within the ROW or after the <u>31st</u> day conditions set forth not be placed by Co	of County Road of December, in this application
SIGNATURE: 1914 TELEPHONE:214/88	on Lu Mea 2-5789	lina_		
PRECINCT	APPROVAL	OF PERMIT APP	LICATION	
The Upshir County Co your proposed drivewa will be a 13" x 20 15" y 10"	mmissioners Cou y culvert for the a culvert.	urt offers no objection address snown abov	on to the location o	n the right of way of riveway structure
Recommended by		·	·	
APPROVED ON THIS	DAY (	OF	, 20	٠.
		, s. t. New A		2016 UE BYY
The Lipschill Co. by Co. best Since Co.		· "		2018 FEB 2 UPSHUKU

TERRI ROSS
COUNTY CLERK

118 FEB 28 AM 9: 30
UP.SHUR COMMITY. TX.
BY.

DEPUTY

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

PRECINCT 4	PR	ECI	Ňί	Ή,	4
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DATE December 15, 2017

·
Formal notice is hereby given that Iest Keller, whose principal address is   30
SIGNATURE: SIA COL TELEPHONE: 903-399-2548
APPROVAL OF PERMIT APPLICATION
The Upshur County Commissioners Court offers no objection to the location on the right of way your proposed driveway culvert for the address shown above. The proposed driveway structure will be a 15""x 20" culvert.
Recommended by
APPROVED ON THIS DAY OF, 20



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

PRECINCT 2

DATE February 20, 2018

Formal notice is hereby given that <u>Jeffery Dean</u>, whose principal address is <u>715 Lavender Road</u>, does hereby purpose to place a driveway culvert within the ROW of County Road Lavender. Proposed construction will begin, if approved, on or after the 28th day of February, 20\_\_\_\_\_I, Jeffery Dean, 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.

TELEPHONE (903)

#### 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 \_\_\_\_ \_\_\_\_\_culvert.

APPROVED ON THIS DAY OF

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

PRECINCT 4

DATE February 5, 2018

SIGNATURE:

TELEPHONE: 903-399-6120

### 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 24 "x 30" culvert.

Recommended by

APPROVED ON THIS \_\_\_\_\_ DAY OF

, 20

TERRI ROSS
COUNTY CLERK
2010 FEB 28 AM 9: 30
UPSHUNCOUNTY. TX.
BY
DEPUTY

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

PRECINCT 2

DATE February 6, 2018

Formal notice is hereby given that <u>David Crossley</u>, whose principal address is <u>217 Short</u>, does hereby purpose to place a driveway culvert within the ROW of County Road Lavender. Proposed construction will begin, if approved, on or after the 15th day of February, 20 18 I, David Crossley, hereby attest that I have read the conditions set forth in this application and understand its contents. The culvert X will will not be placed by County equipment and personnel. This is a X new installation extension. SIGNATURE:

TELEPHONE: 903-315-8146

#### 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 \_\_\_\_\_culvert.

Recommended by

APPROVED ON THIS \_\_\_\_\_ DAY OF

T 4

Immary 25, 2018

Sandra Martinez 4 <u>driveway enlyer</u>

<u> 318</u>

<u>Jamuary</u>

Maining

E-469-236-4464

- DRIVEWAY PERMIT APPLICATION
- TO: THE UPSHUR COUNTY COMMISSIONERS COURT
- COUNTY OF UPSHUR
- GILMER, TEXAS
- PRECINCT 4 DATE January 25, 2018
- Formal notice is hereby given that Sandra Martinez, whose principal address is 9274 Sheep,
- hereby purpose to place a driveway culvert within the ROW of County Road Sheep. Proposed
- construction will begin, if approved, on or after the 31st day of January, 20\_\_\_\_\_ I, Sandra
- Martinez, 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: Smara
- TELEPHONE:469-238-4464

APPROVAL OF PERMIT APPLICATION

driveivay culvert

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

- Recommended by
- APPROVED ON THIS

THE STATE OF TEXAS	}	•		
	K	NOW ALL MI	EN BY THESE PRESE	NTS:
COUNTY OF UPSHUR	}	•	,	
The undersigned, referred to as First Party, enters in Precinct No. Upshur County, use a portion of Upshur County recommissioner has jurisdiction are being aware of possible demagas.	and in order oads located ad obligation	ement with Ups of to get materia I in Precinct N of to maintain in	to market it is necessary  of Zover which  good repair, and both	oner of ary to parties
being aware of possible damage tenter into the following agreemen	io said roads nt:	s as a result of	nauling on and over sar	ne,
First Porty agrees to was only that as	· ]			
First Party agrees to use only that se	ction of (desc	cribed exact rou	te, direction and miles in	tenths)
Thomise on Julia	) off a	71, 3/10 n	nile Water L	ily
Control of a track that they are		<del>-</del>		~
First Party agrees to use its vehicl	2 les in such a		to blook or interfere	241.
other traffic on said road, so that stimes.	said road wi	Il be open to tr	avel by the public at all	l
•			:	
First Party agrees to grade, mainta	3. Sin and other			
equipment, labor and materials, if	fany needed	, during the du	ration of time that First	Party
15 Hulling logs fro	im lands loc	ation in Precin	ct No.Z., Upshur Cour	ity.
<u>.</u>	4.		•	
First Party agrees to put said road commencement of hauling operati	back into sa ions on the p	ame condition a part of First Par	as it was prior to the rty.	
	5		·	
First Party agrees to POST PERFO County Commissioner's Court to	ORMANCE insure perfo	BOND in the	amount of \$-0-, to Upsi	hur
-	<b>F</b>			
Nothing herein shall be construed	6.	her tha Carrer:		
Nothing herein shall be construed granted him by Article 6716, V.A.	as a warver .C.S., but the	by the Commi	ssioner of the authority	
Commissioner by the terms of Art	icle 6716. V	'.A.C.S., are ex	pressly reserved by the	26
Commissioner in the event First Po	arty fails to	abide by the co	inditions above set fort	2018 FEI
g germana garaga a sa			·	프 🗂

05/56/2018 10:12 9036808345 PAGE 18/19

First Party Signature

| 30 CR 3702 |
Street or Box
| Ballard TX 75757 |
City, State and Zip Code | 903 805 6589 |
Telephone | Balcs Tract Property Owner |

Land -

Issued by this Jefteller valid 1/24/18 to 4/24/18

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

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

IB FEB 28 A

REPUNITY TX.

THE STATE OF TEXAS }
KNOW ALL MEN BY THESE PRESENTS: COUNTY OF UPSHUR
The undersigned. Robbt Son Loging 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:
First Party garage to use only that anxion of the party of the state o
First Party agrees to use only that section of (described exact mate, direction and miles in tenths)
2.3 miles on Periwinkle off Hony 155, 14 mile on Holly hock.
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 1011100, 1095 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.
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.
URSHVE 28
AM 9: 30 NTY. TX. DERRUITY
₹ × 30

913-734-6549 Telephone 903-736-6217Ce/

Sin Defteller valid 2/5/18 10 5/8/18

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

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

THE STATE OF TEXAS	}		'N	
COUNTY OF Under	KNC	)W ALL MEI	N BY THESE PRESENTS:	
COUNTY OF UPSHUR	}			
The undersigned, KOMM referred to as First Party, enter	Hurt Fo	restry	, hereinafter	
Precinct No. 4, Upshur Cou	nty, and in order to	get material!	to market it is necessary to	
use a portion of Opshur Coun	ity roads located in	1 Precinct No.	4. over which	
Commissioner has jurisdiction being aware of possible dama	n and obligation to	) maintain in { s a result of ba	good repair, and both parties	
enter into the following agree	ment:		":	
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First Party agrees to use only the	ı at section of (descrif	ed exact route	direction and miles in tenths)	
	_	i	i i condition and in tondis,	
THE BY CUSSIE!	as off F	PL 1 [73]	<u>i</u>	
- 1884 - 1			:	
	2.			
First Party agrees to use its ve	hicles in such a m	anner as not t	block or interfere with	
other traffic on said road, so the	hat said road will b	e open to trav	vel by the public at all	
			;√", ,;	
a · ·	3.			
First Party agrees to grade, ma	untain and otherwi	ise repair said	road, using its own	
equipment, labor and material is 1001100	s, if any needed, d	uring the dura	tion of time that First Party	
" HUMANIE 1 SOS	_moin lands locatio	on in Precinct	No.4, Upshur County.	
	4.		•	
First Party agrees to put said re	oad back into same	e condition as	it was prior to the	
commencement of hauling ope	rations on the part	t of First Party	<b>y.</b>	
Marin Color State State	5.			
First Party agrees to POST PE	RFORMANCE BO	OND in the ar	nount of \$-0-, to Upshur	
County Commissioner's Court	to insure perform	ance of agree	ment.	
10 10 10 20 40	6.		* .	
Nothing herein shall be constru	ned as a waiver by	the Commiss	ioner of the authority	
granted him by Article 6716, V	A.C.S., but the ri	ghts and auth	ority granted the co	
Commissioner by the terms of	Article 6716, V.A	.C.S., are exp	ressly reserved by the 💆 👄	diam'r.
Commissioner in the event Firs	n a arty tants to abi	ue by the con	ditions above set forth.	-
State of the state				~~~

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BEKRIEL IZZAKO MOL 10 EKCEED MODYKZ AMEKZZOHANISKAJEK MOLED

Torred Visionity Course

First Party Signature

Street or Box

City, State and Zip Code

Telephone

Tirriber Tract / Property Owner

Issued by Jana Setteller Valid /22/18 to 4/22/18

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

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

TERRI ROSS
COUNTY CLERK
2018 FEB 28 AM 9: 31
UPSHUR COUNTY TX.
BYDEPUTY

PAGE 62/62

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81/22/2018 10:40

THE STATE OF TEXAS }	
COUNTY OF UPSHUR   KNOW ALL ME	N BY THESE PRESENTS:
The undersigned,	to market it is necessary to , over which good repair, and both parties
I,	! . 
First Party agrees to use only that section of (described exact route	direction and miles in tenths)
3.3 miles on Hawk	<u>,                                      </u>
	:
2.	<u>.</u>
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 tra- times.	o block or interfere with vel by the public at all
First Party agrees to grade, maintain and otherwise repair said equipment, labor and materials, if any needed, during the during is 1000 from lands location in Precinct	tion of time that First Party
4.	
First Party agrees to put said road back into same condition as commencement of hauling operations on the part of First Part	it was prior to the y.
5. First Party agrees to POST PERFORMANCE BOND in the an County Commissioner's Court to insure performance of agree	nount of \$-0-, to Upshur ment.
6.  Nothing herein shall be construed as a waiver by the Commiss 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 confidence of	ority granted the

05/56/2018 10:12 9036808345

First Party Signature

Street or Box

City, State and Zip Code

OB 1968-2602

Telephone

Timber Tract / Property Owner

Issued by Wisa Il Stellewalid 1/24/18 to 1/24/18

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

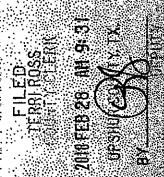
A COPY OF THIS PERMIT MUST BE IN EVERY TRUCK BEING USED

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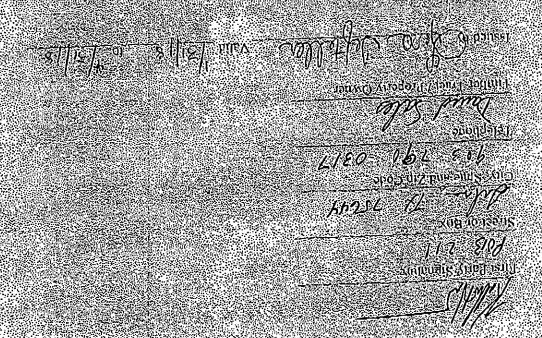
TERRI ROSS COUNTY CLERK
2018 FEB 28 AM 9: 31
UPSHUR DEPUTY TX.
BY. DEPUTY

	1
THE STATE OF TEXAS }	
COUNTY OF UPSHUR }	N BY THESE PRESENTS:
The undersigned, referred to as First Party, enters into an agreement with Upsl Precinct No. 2, Upshur County, and in order to get material use a portion of Upshur County roads located in Precinct No Commissioner has jurisdiction and obligation to maintain in being aware of possible damage to said roads as a result of henter into the following agreement:	to market it is necessary to  3 over which
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2.	·
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First Posters 200	
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Girat Dortus 4.	
First Party agrees to put said road back into same condition as commencement of hauling operations on the part of First Part	it was prior to the
5. First Party agrees to POST PERFORMANCE BOND in the ar County Commissioner's Court to insure performance of agree	nount of \$-0-, to Upshur ment.
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