### **DRIVEWAY PERMIT APPLICATION**

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

PRECINCT DATE	8/30/18
I, David Haze	, whose principal , does hereby purpose to place a  y Road, look, Proposed fter the day of, 20/y _, hereby attest that I have read the conditions set ontents. The culvert will/ will not be placed a new installation extension.
SIGNATURE: 203-720-991	2
APPROVAL OF	PERMIT APPLICATION
The Upshur County Commissioners Court of your proposed <u>driveway culvert</u> for the addrewill be a <u>5 "x 30"</u> culvert.	fers no objection to the location on the right of way of ss shown above. The proposed driveway structure
	1
Recommended by	<del></del> .
APPROVED ON THIS DAY OF _	, 2017.

TERRI ROSS COUNTY CLERK 2010 AUG 31 AM 10: 2:

#### DRIVEWAY PERMIT APPLICATION

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

PRECINCT 1

DATE <u>August 13, 2018</u>

Formal notice is hereby given that Ernest Quander, whose principal address is 2550 Finch, does hereby purpose to place a driveway culvert within the ROW of County Road Finch. Proposed construction will begin, if approved, on or after the 15th day of August, 20/8 I, Ernest Quander, 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: 512-350-4015

#### 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 20' culvert."

Recommended by

APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_\_, 20\_\_

TERRI ROSS
COUNTY CLERK
2018 AUG 31 AM 10: 23
UPSHUR CHUTY. TX.
BY

# SPECIAL ROAD USE AGREEMENT CONTRACT

·
THE STATE OF TEXAS } KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF UPSHUR }
The undersigned,
1.
First Party agrees to use only that section of (described exact route, direction and miles in tenths)
1.4 miles on Dahlia, 1/2 mile on Ginger
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 1005 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.
<b>.</b>
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.

Shannolla	
First Party Signature	
Street or Box	•
City, State and Zip Code	
Telephone	
m	

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

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



PAGE BS/62

3036808345

S0:01 810Z/2Z/80

Received by:Clark Timber

Received LaxiAug 27 15, 001478

## SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS }
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF UPSHUR }
The undersigned, Triple Doorng, 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)
I mile on Oxen (north end) off FM556
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 Nouling 1095 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

11484 Pascoon R.L. Street or Box

PStsburg TX 75786 City, State and Zip Code

903-767-0167 Telephone

Turwer Timber Tract / Property Owner

Ill Valid 8/28/18 to 11/28/18

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

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