### **DRIVEWAY PERMIT APPLICATION**

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

PRECINCT 4	DATE January 24, 2019		
Proposed construction will be Bunn, hereby attest that I have contents. The culvert will is a new installation er	gin, if approved, on or after the read the conditions set forth will not be placed by Contention.	cipal address is 544 N Live Oak, do V of County Road N Live Oak. he 31st day of January, 2019 I, Ch in this application and understand in this application and personnel. The	<u>rad</u>
SIGNATURE: Chal Br TELEPHONE: 523-26/	-9678		
<u>APP</u>	ROVAL OF PERMIT APPI	LICATION	
The Upshur County Commission your proposed driveway culvert will be a // "x // 0" culvert	TOT INC ANATECS Shows above	n to the location on the right of way  The proposed driveway structure	of
00170	• • •		
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Recommended by		. :	
A DDD CYTED ON THE		• •	
APPROVED ON THIS	DAY OF	, 20	

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THE STATE OF TEXAS	}.	ጀ <b>አነ</b> ርጎኒህ ልን	T MEN B	Y THESE P	RESENTS:	
COUNTY OF UPSHUR	. }	ALACON FA	, , ,			
The undersigned, TOP CO CH referred to as First Party, ente Precinct No. 4, Upshur Coun use a portion of Upshur Coun Commissioner has jurisdiction	nty, and in o	greement wi order to get re eated in Prec	inct No. 4	over which	nmissioner of necessary to h	
being aware of possible dama	n and oonge ge to said re	oads as a res	ult of hauli	ng on and o	ver same,	_
enter into the following agree	ment:		, 1			
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First Party agrees to use only that	section of (					
FROM SILVER LEAF VI	MARIE	1 7	5 ( Z )	ulles)	FM179	1
					t templotes in the	_
First Party agrees to use its veh other traffic on said road, so the				24.12		_
times.		2				
First Party agrees to grade, mail	itain and c	therwise re	pair said r	oad using	its own	
equipment, labor and materials,	if any nec	ded, during	the durati	on of time	that First Pa	T
is Muling logs of	rom lands	location in	Precinct 1	o 4. Up	liui County	•
First Party agrees to put said roa	d back int	o same con	dition as i	t was prior	to the	
commencement of hauling opera	itions on t	he part of F	irst Party.		1996年,第3·1	

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.

FAX 903-427-1574) MEZEST KORABIANA County Judge-Dean Fowler 32 CR 3121 Commissioner, Prec. 1 - Paula Gentry City, State and Zip Code Commissioner, Prec. 2 - Don Gross 903-739-5705 Commissioner, Prec. 3 - Frank Berka-MARTIN TEACT (GAC Commissioner, Prec. 4 - Mike Spencer Timber Tract / Property Owner Valid 01 /28 2019 to 01. 30 /2019 Issued by PERMIT ISSUED NOT TO EXCEED 20 DAYS UNLESS OTHERWISE NOTED Cest C-Mail none of era course governs area to some the state of

THE STATE OF TEXAS COUNTY OF UPSHUR	}	KNOW ALL MEN BY THESE	PRESENTS:
The undersigned,Profract referred to as First Party, enters into Precinct No3_, Upshur County, a use a portion of Upshur County road Commissioner has jurisdiction and being aware of possible damage to senter into the following agreement:	o an a und in ds loc oblig	order to get material to market it cated in Precinct No3_, over whation to maintain in good services	is necessary to
First Party agrees to use only that section			miles in tenths)
2/10 mile on Lemon Road off FM 14	104, 4	/10 mile on Orange Road	; : :
First Party agrees to use its vehicles other traffic on said road, so that said times.	in su d road	2. ch a manner as not to block or inte d will be open to travel by the publ	rfere with lic at all
First Party agrees to grade, maintain equipment, labor and materials, if an is hauling fracing equipment from labor.	V nee	ded during the duration assume as	
First Party agrees to put said road bac commencement of hauling operations	ck int s on t	4. to same condition as it was prior to he part of First Party.	the
First Party agrees to POST PERFOR! County Commissioner's Court to insu	MAN are po	5. ICE BOND in the amount of \$-0-, erformance of agreement.	to Upshur
Nothing herein shall be construed as a granted him by Article 6716, V.A.C.S Commissioner by the terms of Article Commissioner in the event First Party	6716	t the rights and authority granted the	he

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rops Blud. St	<u>e301</u>	
Park, TX	7608	チ
d Zip Code		
,		
17		
/ Property Owner		
4 William		
1.17		
Lisa Tefteller	Valid	1/16/19 to 4/16/19
	Park, TX d Zip Code 190-6832	Park TX 7608 d Zip Code 190-6832

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

# roadand bridge@county of uphur.com

### SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS }	
Year war and a second s	
KNOW ALL MENT DV THE OD INDICATED THE	
COUNTY OF UPSHUR KNOW ALL MEN BY THESE PRESENTS:	
The undersigned, <u>Ord &amp; Management Logging</u> , 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 nearly of the said 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 agrees to use only that receive and	
First Party agrees to use only that section of (described exact route, direction and miles in tenths)	)
The mile on Pecan off PH49	
	<b>-</b>
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 1044 A 1005 from lands location in Precinct No. 4 Hochus County	
is I Williag 1095 from lands location in Precinct No. 4, Upshur County.	
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.	
or maining operations on the part of Pitst Party.	
First Party agrees to POST PERFORMANCE BOND in the amount of \$-0-, to Upshur	
County Commissioner's Court to insure performance of agreement.	
s court to misure performance of agreement.	
Nothing herein shall be constaved as a vicinity to the constav	
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 fourth	

PAGE 01/02

S. Midulle Unitabled First Party Signature
Street or Box Miller Co. 10
FOULA, AR. 71837 City, State and Zip Code
870 053-3262 Telephone
Timber Tract/Property Owner Lindsey/Kollin Hurt
Issued by Qua Jeftelle Valid 17/19 to 4/17/19

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PAGE 02/02

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<b>※</b>	COME	ING OUT LUMBE	142 P	N LIVE DAF	TO FM 1795 -	2.5 Miles
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•	grante	ng herein shall be constru d him by Article 6716, V dissioner by the terms of dissioner in the event Firs	'.A.C.S., \ A⇔icle 67	out the rights and au	Diesela isseinsy pa me	
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SPEB089E06 09:01 STBZ/ZT/E0

(FAK 903-427-1574)	;	
FOREEST ROCABANK	; !	
First Party Signature	County Judge-Dean Fowler	· ;;,
32 CR 3121	; <u> </u>	_
Street or Box	Commissioner, Proc. 1 - Paula Gentry	•
CLARYSVILLE TX 75+26		_
City, State and Zip Code	Commissioner, Prec. 2 – Don Gross	
903-739-5705		_
SOZ CASEY BANA	Commissioner, Prec. 3 - Frank Berka	_
502 JIMMY BURN 520 ACRES		
Timber Tract / Property Owner 4255 S. MIMOSA ROAD	Commissioner, Preo, 4-Mike Spencer	
Issued by	Valid 12 /28/2018 to 02/28/2	019

Fax back to 903-680-8345 V

PAGE 82/82

THE STATE OF TEXAS } KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF UPSHUR }
The undersigned, Tuyo 3 livers , hereinafter referred to as First Party, enters into an agreement with Upshur County Commissioner of Precinct No. 3, 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. 3, 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 Lemm Rol north of Hwy 155
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.
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. 3, 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.

1-1-1
First Party Signature
Street or Box
Street or Box
Leesburg Tx 75451

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

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COUNTY OF UPSHUR	}		; .	`)	1	
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referred to as First Party, enters int	O air a	giccinom	ومطيعه فوف	what it is in	ecessar	v to
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referred to as First Party, enters int Precinct No. 2. Upshur County, a use a portion of Upshur County ro		antad in Procinc	t No 7 . C	ver which	u Ì	•
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First Party Signature		:			
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Street or Box		•		: }	:
Fork, AR 71837			· ·		
City, State and Zip Code			•	ļ.· ;	•
870 6533262		•	•		
Telephone		1			
Timber Tracty Property Owner					
Timeer Tract / Property Owner				iri Imag	:
Issued by Lina Tetelles Valid	1/28/19	to_	4/2	8/19	
Issued by June 11 Julius Valid		<del></del>			•

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

THE STATE OF TEXAS }	KNOW ALL MEN	1 BY THESE	PRESENTS:
COUNTY OF UPSHUR }	·	:	:
The undersigned, Or Timber referred to as First Party, enters into an a Precinct No. Upshur County, and in use a portion of Upshur County roads lo Commissioner has jurisdiction and obligation aware of possible damage to said enter into the following agreement:	agreement with Upsn order to get material cated in Precinct No ration to maintain in	$\frac{1}{2}$ , over which good repair, a	ch nd both parties
First Party agrees to use only that section of	1.  f (described exact route	e, direction and	miles in tenths)
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	•		<u> </u>
First Party agrees to use its vehicles in so other traffic on said road, so that said ro times.	2. Such a manner as not bad will be open to tr	to block or in avel by the pu	terfere with blic at all
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First Party agrees to put said road back commencement of hauling operations	4. into same condition on the part of First Pa	as it was prio	r to the
First Party agrees to POST PERFORM County Commissioner's Court to insur	5.  [ANCE BOND in the reperformance of agreements of the contract of the contr	e amount of \$- reement.	0-, to Upshur
Nothing herein shall be construed as a granted him by Article 6716, V.A.C.S Commissioner by the terms of Article Commissioner in the event First Party	., but the rights and t	expressly rese	rved by the

First Party Signature

Street or Box

City, State and Zip Code

Telephone

Timber Tract / Property Owner

Issued by fire Jefteller valid /29/19 to 4/29/19

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

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

3036608345

82:51 6102/62/10

PAGE 02/02

Received by: Clark Timper

HUCCEIVED FAXIJAN 29 12, US. 19.

THE STATE OF TEXAS	}	KNOW ALL MEN BY	TUESE BREERING
COUNTY OF UPSHUR	}	THE WILLY DI	TIMSE FRESENTS:
The undersigned, Preferred to as First Party, enters Precinct No. 3, Upshur Count use a portion of Upshur County Commissioner has jurisdiction a being aware of possible damage enter into the following agreement	roads locand obligation to said m	order to get material to nated in Precinct No3_, tion to maintain in good	narket it is necessary to over which
First Party agrees to use only that so		1. described exact route, direc	tion and miles in tenths)
_4/10 mile on Crabapple off FM 14			
ter de de parte de la la la companya de la companya del companya de la companya de la companya del companya de la companya de	\#\ <del>\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\</del>		and of the state o
other traffic on said road, so that times.  First Party agrees to grade, maint equipment, labor and materials, it is bauling fracing equip.	ain and or	3. therwise repair said road,	using its own
is hauling fracing equip from from from from from from from from	back into	4.	
First Party agrees to POST PERF County Commissioner's Court to	ORMANO insure per	5. CE BOND in the amount rformance of agreement.	of \$-0-, to Upshur
Nothing herein shall be construed granted him by Article 6716, V.A. Commissioner by the terms of Art Commissioner in the event First Page 1981.	.C.S., but ticle 671 <i>6</i>	the rights and authority a	granted the

First Party Signature

333 Shops Blvd., Suite 301

Street or Box

Willow Park. TX 76087

City, State and Zip Code

(817) 490-6832

Telephone

\* : 1. ...

4770 / 137

Timber Tract / Property Owner

Issued by Lisa Teffeller Valid 1/24/19 to 4/24/19 7.

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

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

PAGE 05/16

THE STATE OF TEXAS	}		
COUNTY OF UPSHUR	}	KNOW ALL MEN BY THESE PRE	SENTS:
Precinct No. 4, Upshur County, a use a portion of Upshur County roa Commissioner has jurisdiction and	nd in or ads loca obligat said ros	hereinaf reement with Upshur County Commis rder to get material to market it is nece sted in Precinct No. 4, over which ion to maintain in good repair, and bo ads as a result of hauling on and over	ssioner of
		<b>T</b>	
First Party agrees to use only that secti	ion of (d	lescribed exact route, direction and miles	
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		2	. •
First Party agrees to use its vehicles other traffic on said road, so that sai times.	in such id road <sup>:</sup>	n a manner as not to block or interfere will be open to travel by the public at	with all
equipment, labor and materials, if an	ny need	3.  herwise repair said road, using its own ed, during the duration of time that Figure 2. Upshur Co	
The second second second			
First Party agrees to put said road ba commencement of hauling operation	ack into as on the	same condition as it was prior to the part of First Party.	
First Party agrees to POST PERFOR County Commissioner's Court to ins	MANC	5. EBOND in the amount of \$-0-, to Up formance of agreement.	shur
Commissioner by the terms of Article	a waive S., but 1	6.  er by the Commissioner of the authorithe rights and authority granted the V.A.C.S., are expressly reserved by the abide by the conditions above set for	•

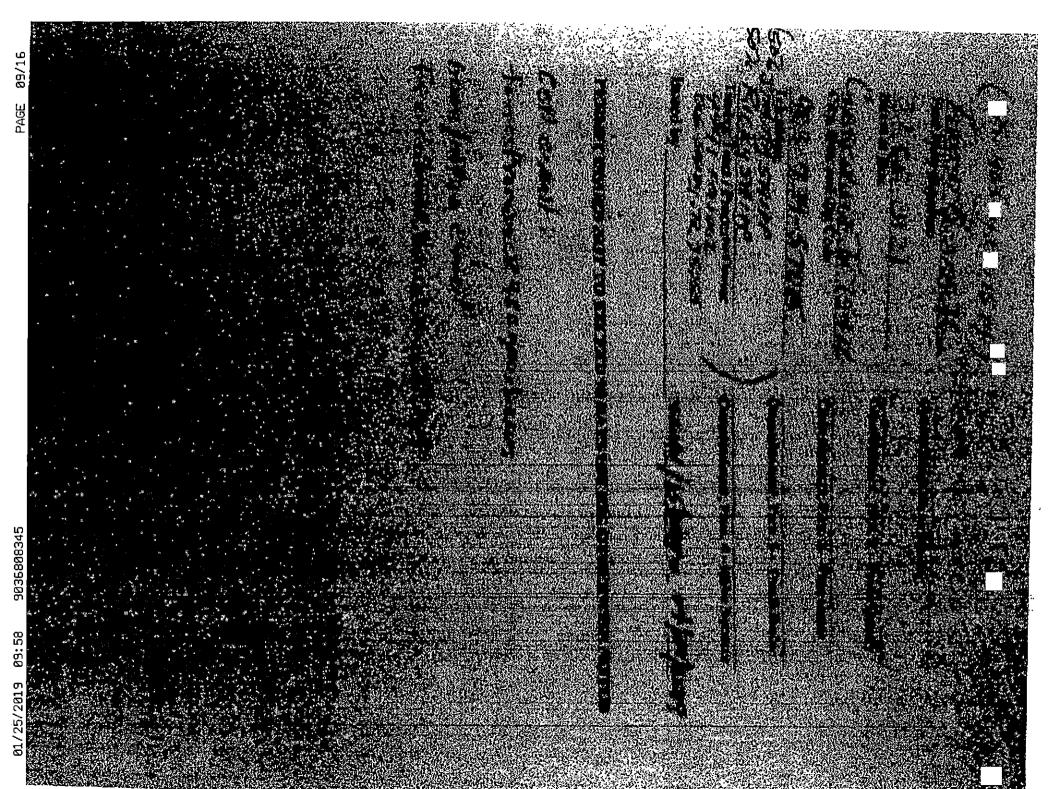
First Party Signature	
130 CR 3702 Street or Box	,
Rallard TX 75757. City, State and Zip Code	· .
903 805 6589 Telephone	
Riley Farm 5 Timber Tract / Property Owner	· .
Issued by fine Lefteller Valid 1/24/19 to	4/24/19

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

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road ANDBridge C courty of Upsitor, com

		MILENT CONTRACT	•
THE STATE OF TEXAS	).	2	•
COUNTY OF UPSHUR	KNOW ,	ALL MEN BY THESE PF	ESENTS:
The undersigned Torrect referred to as First Party, enters Precinct No. 4, Upshur Count use a portion of Upshur County Commissioner has jurisdiction being aware of possible damagenter into the following agreem	s into an agreement vity, and in order to get y roads located in Pro and obligation to ma	material to market it is ne coinct No. \(\frac{\psi}{2}\), over which	nissioner of eccessary to
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FROM CR 3505 WOOD	Co) TO ColeVA	TROOPD PALM 2.	Miles To
	V 2.5	:	
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First Party agrees to grade, mains equipment, labor and materials, is Mexing 1095 from	f any needed, durin	epair said road, using it g the duration of time the Precinct No. 4, Upsh	nat First Party
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First Party agrees to put said road commencement of hauling operat			o the
	स ( रेस्ट्रिक्ट)		
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First Party agrees to POST PERF County Commissioner's Court to	insure performanc	of agreement.	, to Upshur
	6.		
Nothing herein shall be construed granted him by Article 6716, V.A.			
Commissioner by the terms of Art Commissioner in the event First Pa	#####################################	, Tarana and a same an	•



#### NOTICE OF PROPOSED INSTALLATION NOTICE OF PROPOSED INSTALLATION PIPE AND/OR UTILITY LINES

DATE:1/18/2019

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

EXPIRES:4/18/2019

Formal notice is hereby given that Etex Telephone Coop. Inc. proposes to bore a Fiber Optic Line line within the right-of-way of County Roads Guinea, Camp, Willet as follows: Installing new fiber Optic and duct on both sides of said roads. All construction will be directional bored in at a min 5' depth and on the up side of the of the ditch line.

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 18 day of Jan, 2019 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 Tx

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	DATE_ <u>1/17/201</u> 9
Gilmer Tx 75644	

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>Guinea Willet Camp Road</u> as shown by accompanying drawings and notice dated <u>Approved</u>, except as

. 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. 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 ca	xcavation work being performed
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APPROVED:	Road Administrator	APPROVED:  Chairperson, Upshur County Commissioners Co  Revised 11/30/10
	Road Administrator	<del>_</del>

