SPECIAL ROAD USE AGREEMENT CONTRACT

KNOW ALL MEN BY THESE PRESENTS

THE STATE OF TEXAS

COUNTY OF UPSHUR

The undersigned, <u>Ward</u> Timber, hereinafter referred to as First Party, enters into an agreement with Upshur County Commissioner of Precinct No. <u>Z</u>, 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. <u>Z</u>, 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 agrees to use only that section of (described exact route, direction and miles in tenths)

12 mile on Violet off Hwy 259

·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 <u>Nauting</u> 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.

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.

ank w. with First Party Signature

P.O. Box 360 Street or Box

LINDEN, TX. 75563 City. State and Zip Code

<u>903-720-8723</u> Telephone

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Timber Tract / Property Owner

tilla valid 10/23/19 10 1/23/19 Issued b

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

COPY OF THIS PERMIT MUST BE IN EVERY TRUCK BEING USED

A TEMPORARY CULVERT MUST BE INSTALLED IN DITCH BEING USED FOR ACCESS TO LAND

SPECIAL ROAD USE AGREEMENT CONTRACT

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THE STATE OF TEXAS	}					
COUNTY OF UPSHUR)	KNOW AI	LL MEN BY THES	E PRESENTS:		
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The undersigned, <u>WQrd</u> referred to as First Party, enters is Precinct No. Z., Upshur County, use a portion of Upshur County of Commissioner has jurisdiction as being aware of possible damage enter into the following agreement	into an ag , and in o roads loca nd obliga to said ro	reement wir rder to get n ated in Preci tion to main	th Upshur County C naterial to market it inct No. <u>2</u> , over what itain in good renair	is necessary to ich and both parties		
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First Party acress to use only that as	ation of (l. 4				
First Party agrees to use only that se	cuon oi (described exa	ect route, direction and	d miles in tenths)		
1/2 mile on Vilote, a	<u>2.9 m</u>	iles on	Verbena			
		2				
First Party agrees to was its rabia	lon :	2.				
First Party agrees to use its vehic	tes in suc	n a manner	as not to block or in	terfere with		
other traffic on said road, so that times.	said road	will be ope	n to travel by the pu	blic at all		
times.						
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First Party agrees to grade, maint	ain and o	therwise rep	bair said road, using	its own		
equipment, labor and materials, in	I any nee	ded, during	the duration of time	that First Party		
is hauling logs fro	om lands	location in J	Precinct No. Z, Up	shur County.		
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Cinct Desta a survey of the The		4.				
First Party agrees to put said road	l back int	o same conc	lition as it was prior	to the		
commencement of hauling operat	tions on t	he part of Fi	rst Party.			
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		5.				
First Party agrees to POST PERF	ORMAN	CE BOND :	in the amount of \$-(, to Upshur		
County Commissioner's Court to	insure pe	erformance of	of agreement.			
		6.	.			
Nothing herein shall be construed	l as a wai	ver by the C	ommissioner of the	authority		
granted him by Article 6716, V.A	C.S., bu	t the rights a	and authority grante	d the		
Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the						
Commissioner in the event First F	Party fails	to abide by	the conditions above	e set forth.		
			·.	•		
			֥			

Mark W. Wilm First Party Signature <u>P. O. Box 360</u> Street or Box

LINDEN, TX. 1556 3 City, State and Zip Code

903-720-8723

Telephone

Timber Tract / Property Owner

Valid 10/23/19 10 /23/20 Issued by

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

COPY OF THIS PERMIT MUST BE IN EVERY TRUCK BEING USED ***A TEMPORARY CULVERT MUST BE INSTALLED IN DITCH BEING **USED FOR ACCESS TO LAND*****

SPECIAL ROAD USE AGREEMENT CONTRACT

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THE STATE OF TEXAS			· ·
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COUNTY OF UPSHUR }	KNUW ALI	L MEN BY THES	E PRESENTS:
The undersigned, Harp Land	è Timbu	2 <u>r</u> h	ereinafter
referred to as First Party, enters into an a Precinct No. 4, Upshur County, and in a	preement with	Hinshur County C	ammissioner of
use a portion of Upshur County roads loc	cated in Precin	ct No. \mathcal{U} over wh	uich .
Commissioner has jurisdiction and oblight being aware of possible damage to said r	ation to mainte	in in good repair,	and both parties
enter into the following agreement:	uaus as a resul	it of nating on and	over same,
	1	:	
First Party agrees to use only that section of	(described exac	t route, direction and	miles in tenths)
2.8 miles on Ocelot, 9/10	mile on	Giraffe	
			· · ·
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	2.	, ,	
First Party agrees to use its vehicles in su other traffic on said road, so that said roa	ch a manner a	s not to block or in	terfere with
times.	a will be open	to travel by the pu	iplic at all
		: · ·	
	3.		
First Party agrees to grade, maintain and	otherwise repa	ir said road, using	its own
equipment, labor and materials, if any nea	eded, during the	e duration of time	that First Party
is Kauling 1095 from lands	s location in Pr	recinct No. L Up	shur County.
5 5			
First Dorty company to much and down all all the	4.		
First Party agrees to put said road back in	to same condit	tion as it was prior	to the
commencement of hauling operations on	the part of Firs	st Party.	
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County Commissioner's Court to insure p	erformance of	agreement.	
	6. · ·	. :	
Nothing herein shall be construed as a wa	iver by the Co	missioner of the	authority
			WWWWAAWAAL J

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 First Party Signature Street or Box State and Zip Code 61 :6 M Teléphone Timber Tract / Property Owner tilles Valid 10/11/19 to 1/11/20 Issued b PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED COPY OF THIS PERMIT MUST BE IN EVERY TRUCK BEING USED ***A TEMPORARY CULVERT MUST BE INSTALLED IN DITCH BEING **USED FOR ACCESS TO LAND*****

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