

**DRIVEWAY PERMIT APPLICATION**

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

PRECINCT 2

DATE January 21, 2020

Formal notice is hereby given that Erasmio "Mo" Lopez, whose principal address is 2587 Patton, does hereby purpose to place a driveway culvert within the ROW of County Road Patton. Proposed construction will begin, if approved, on or after the 31st day of January, 2020. I, Erasmio "Mo" Lopez, 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: *Erasmio Lopez*  
TELEPHONE: 903-738-1396

**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 \_\_\_\_\_

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

FILED  
TERRI ROSS  
COUNTY CLERK  
2020 JAN 31 AM 11:06  
UPSHUR COUNTY, TX.  
BY *[Signature]*  
DEPUTY

**SPECIAL ROAD USE AGREEMENT CONTRACT**

THE STATE OF TEXAS

}

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR

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The undersigned, Ward Timber, 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)

From FM 2796 on Dahlia 3/10 mile, 1.4 miles on Clematis

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.

[Signature]  
First Party Signature

P.O. BOX 360  
Street or Box

LINDEN, TX 75543  
City, State and Zip Code

903-756-7700  
Telephone

ADAMS  
Timber Tract / Property Owner

Issued by [Signature] Valid 1/17/2020 to 4/17/2020

**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**

THE STATE OF TEXAS

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COUNTY OF UPSHUR

}

The undersigned, Timberline Forestry, 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. 1, 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 1/2 mile on Grouse, 1/2 mile on Kingfisher

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. 1, 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

\_\_\_\_\_  
Street or Box

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Timber Tract / Property Owner

Issued by Lisa Tefteller Valid 1/15/2020 4/15/2020

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**SPECIAL ROAD USE AGREEMENT CONTRACT**

THE STATE OF TEXAS

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COUNTY OF UPSHUR

}

The undersigned, Ward Timber, 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)

1.2 miles on Camp Jay 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 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.

Jimmy Ross - Jimmy Ross 12/6  
First Party Signature

P.O. Box 360  
Street or Box

LINDEN TX 75563  
City, State and Zip Code

903-756-7700 call 903-926-0466  
Telephone

ROSS  
Timber Tract / Property Owner

Issued by Lisa Jeffella Valid 1/23/2020 to 4/23/2020

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## SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS                    }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR                    }

The undersigned, Jose Sanchez, 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 mile on Meadowbrook, 1 mile on Hawk 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 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.

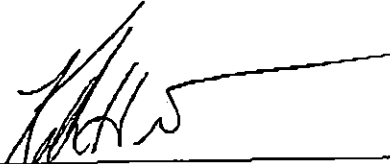
5.

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.



  
\_\_\_\_\_  
First Party Signature

1165 CR 4645  
\_\_\_\_\_  
Street or Box

Wimber TX 75494  
\_\_\_\_\_  
City, State and Zip Code

903 975 2952  
\_\_\_\_\_  
Telephone

  
\_\_\_\_\_  
Timber Tract / Property Owner

Issued by \_\_\_\_\_ Valid \_\_\_\_\_ to \_\_\_\_\_

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THE STATE OF TEXAS

}

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COUNTY OF UPSHUR

}

The undersigned, Tree Top logging, 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)

1.1 mile on Geranium, 4/10 mile on Trail

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.

*Joe John Turner*  
First Party Signature

*27 Cherry wood cr*  
Street or Box

*Marshall TX 73470*  
City, State and Zip Code

*903 690 4372*  
Telephone

*KD Zimmerman*  
Timber Tract / Property Owner

Issued by *Risa Jettelle* Valid *1/30/2020* to *4/30/2020*

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# Notice of Proposed Installation Utility Line

To the Upshur County Road & Bridge

Date January 21, 2020

Formal notice is hereby given that Bi-County Water Supply Corp.  
Company proposes to place a 4 inch water pipe line  
line within the right-of-way of LAVENDER ROAD in USPHUR County  
Texas as follows: (give location, length, general design, etc.)

We propose to ditch and bore and place 4 inch water pipe line along the NORTH side of county right of way on Lavender Road from address 1098 going east for 7020 FT. and ended at address 8339 this is where Lavender road and Lupine meet.

The line will be constructed and maintained on the county right-of-way as shown on the attached drawing and in accordance with the rules, regulations and policies of the County and all governing laws, including but not limited to the "Federal Clean Water Act," the "National Endangered Species Act," and the "Federal Historic Preservation Act." Upon request by County, proof of compliance with all governing laws, rules and regulations will be submitted to County before commencement of construction.

Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will revegetate the project area as indicated under "Revegetation Special Provisions."

Our firm will ensure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained for the duration of this installation.

The location and description of the proposed line and appurtenances is more fully shown by 1 (one)  
complete sets of drawings attached to this notice.

Construction of this line will begin on or after the 21 day of January, 2020.

By signing below, I certify that I am authorized to represent the Firm listed below, and that the Firm agrees to the conditions/provisions included in this permit.

Firm Bi-County Water Supply Corp.

By (Print) Harlton Taylor

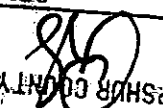
Signature 

Title Manager

Address P.O. BOX 848

Pittsburg, Texas

Phone No. 903-856-8221

DEPUTY  
BY   
UPSHUR COUNTY, TX  
2020 JAN 31 AM 11:06  
FILED  
TERRI ROSS  
COUNTY CLERK

