

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR }

The undersigned, Clark Timber, hereinafter referred to as First Party, enters into an agreement with Upshur County Commissioner of Precinct No. 1, 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)
1/2 mile on Azalea off Hwy 154

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.

UPSHUR COUNTY
TERRI ROSS
COUNTY CLERK
2020 FEB 14 PM 1:01
BY [Signature]
DEPUTY

Julie Clark
First Party Signature

Street or Box

City, State and Zip Code

Telephone

Timber Tract / Property Owner

Issued by Lisa Ingtelles Valid 2/14/2020 to 5/4/2020

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

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR

The undersigned, Rauston 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) 1/10 mile on Daylily, 1 1/2 mile on Carnation

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.

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PAGE 01/02

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First Party Signature

[Handwritten Signature]

Street or Box

Clarksville TX 78426

City, State and Zip Code

903-427-2700

Telephone

Muslow

Timber Tract / Property Owner

Issued by *[Handwritten Signature]*

Valid 1/31/2020 to 4/30/2020

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

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR

The undersigned, Scatco LLC, 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)
2 miles on Smiley 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

526 CR 1180
Street or Box

Center TX 75935
City, State and Zip Code

936-554-7275
Telephone

Smith/Jones
Timber Tract / Property Owner

Issued by Lisa Jettler Valid 2/10/2020 to 5/10/2020

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 }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR }

The undersigned, M & B Forestry, 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 Elderberry, 1/2 mile on Red Oak
(off FM 49)

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. 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.

[Handwritten Signature]
First Party Signature

1320CR 3110
Street or Box

Clarksville TX 75426
City, State and Zip Code

903-517-1681
Telephone

Drakeford Family Trust
Timber Tract / Property Owner

Issued by *[Handwritten Signature]* Valid 2/7/2020 to 5/7/2020

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*****

FILED
TERRY ROSS
COUNTY CLERK
2020 FEB 14 PM 1:01
UPSHUR COUNTY, TX.
BY *[Handwritten Signature]*
DEPUTY