

2020 MAR 16 AM 11:17

UPSHUR COUNTY, TX.
BY [Signature]
DEPUTY

Property of: NASTURTIUM
Property Address/Description: 1 1/2 miles west of ore city

Telephone No:

LETTER AGREEMENT

Date: 3-6-,20

This Letter Agreement is made and entered into by and between Upshur County, Texas, ("County") and Dorothy Morgan the owner or person legally entitled to possession of the above described property ("Property Owner").

RECITALS

WHEREAS, County needs to enter private property to ensure proper roadway drainage and/or other work required by the County; and

WHEREAS, Property Owner represents that he/she is the owner or legal possessor of the referenced property; and

NOW, THEREFORE, in consideration of the mutual benefits to the parties hereto, the parties agree as follows:

1. Property Owner hereby expressly gives permission for County, through its Road & Bridge Department, to enter on Property Owner's property, hereby authorizing necessary rights of ingress, egress and regress therefrom for the purpose of performing necessary clearing creek operations.
2. County agrees that it will use due care to avoid damage to Property Owner's land in the creek clearing operations upon Property Owner's property, nevertheless, Property Owner agrees that Upshur County and its agents will not be held responsible for any related damage in connection with operations, and Property Owner hereby agree to indemnify and hold County harmless from any and all other damages to persons or property associated with County's work on Property Owner's property.
3. Both parties agree that this letter agreement contains the parties' entire agreement.

Note: Describe property at top of page if there is not a physical address for the property.

PROPERTY OWNER/
LEGAL POSSESSOR

UPSHUR COUNTY

X [Signature: Dorothy Morgan]

By _____
County Representative

By _____
County Judge

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR }

The undersigned, Doug Canfield, 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)

1.5 miles on Daffodil North of Hwy 155

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 43
Street or Box

Arlington, TX. 75430
City, State and Zip Code

903 - 930 - 7565
Telephone

[Signature] 903 - 790 - 0553
Timber Tract / Property Owner

Issued by [Signature] Valid 3/16/2020 to 6/16/2020

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, Triple D 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)

1.4 miles on Spiderlily, 1.2 miles on Thyme

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

11484 Raccoon Rd
Street or Box

Pittsburg TX 75686
City, State and Zip Code

903-767-0167
Telephone

Advantage Properties
Timber Tract / Property Owner

Issued by [Signature] Valid 3/10/2020 to 6/10/2020

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

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SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS

}

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR

}

The undersigned, Triple D Logging, 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)

1.1 mile on Nuthatcher, .2 mile on Martin,
1 mile Mackey

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.

[Signature]
First Party Signature

11484 Raccoon Rd
Street or Box

Pittsburg TX 75686
City, State and Zip Code

903-767-0167
Telephone

Melton
Timber Tract / Property Owner

Issued by [Signature] Valid 3/5/2020 to 6/5/2020

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

COPY OF THIS PERMIT MUST BE IN EVERY TRUCK BEING USED

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**FILED
TERRI ROSS
COUNTY CLERK**

2020 MAR 16 AM 11:17

UPSHUR COUNTY, TX.
BY [Signature]
DEPUTY