<u>DRIVEWAY PERMIT APPLICATION</u>

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

PRECINCT 3

DATE October 12, 2021

Formal notice is hereby given that Adan Ibarra, whose principal address is 2007 South Montgomery, does hereby purpose to place a driveway culvert within the ROW of County Road S. Montgomery. Proposed construction will begin, if approved, on or after the 31st day of October, 2021 I, Adan Ybarra, hereby attest that I have read the conditions set forth in this application and understand its contents. The culvert will not be placed by County equipment and extension. personnel. This is a X new installation

SIGNATURE:

TELEPHONE: 903-241-3378

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 .___' culyert.

Recommended by

APPROVED ON THIS _____ DAY OF

DRIVEWAY PERMIT APPLICATION

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

' culvert.

APPROVED ON THIS _____ DAY OF

will be a ___

Recommended by

PRECINCT 1	DATE <u>10/13/2021</u>			
hereby purpose to ple construction will beg hereby attest that I ha	time. A			
APPROVAL OF PERMIT APPLICATION				
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DRIVEWAY PERMIT APPLICATION

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

PRECINCT 4	DATE Octobe	e <u>r 12, 2021</u>		
Proposed construction <u>Doris Smith</u> , hereby a understand its content personnel. This is a	ce a driveway culvert verwill begin, if approve attest that I have read the culvert will new installation	vithin the ROW of Code, on or after the 15th ne conditions set forth the will not be place extension.	ounty Road <u>Blac</u> day of <u>October</u> h in this applicated by County ec	e <u>k Jack</u> . ; 20 I, tion and
SIGNATURE: 1. C. TELEPHONE: 903-24		OSLIN SIN		te.
The Upshur County Couver proposed drivewa	ommissioners Court of <u>y culvert</u> for the addre	fers no objection to the ss shown above. The	ie location on the proposed drive	e right of way o way structure
Recommended by	the same of the sa	THE HEAT		
APPROVED ON THIS	S DAY OF		. 20	

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS }	
KNOW ALL MEN BY THESE PRESENTS	: -
COUNTY OF UPSHUR }	'-
The undersigned, WAND TUBER TD, hereinafter	
referred to as First Party, enters into an agreement with Upshur County Commissioner	of
Precinct No, Upshur County, and in order to get material to market it is necessary t	.0
use a portion of Upshur County roads located in Precinct No. "over which	
Commissioner has jurisdiction and obligation to maintain in good repair, and both part	ies
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 tentle	ne)
	is)
LOCUST ROLD - NORTH TO FM 4104 AND	
Sary po US Aut 00	_
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 Par	- txz
is Have we LOGIS from lands location in Precinct No. 3, Upshur County.	ııy
Tom lands rotation in Treemet No. 2, Opsitul County.	
4	
First Party agrees to put said road back into same condition as it was prior to the	
commencement of having projections on the next of First D.	
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 - GNEN L. RAPLY - INCURANCE FORESZ
Street or Box
LINDAY 7X 75563
City. State and Zip Code
(903) 756-770
Telephone
para kuc
Timber Tract / Property Owner
In mother M. Rooters Town on 19, 2021

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***

PAGE 01/02

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR

The undersigned. WK TO I M TOCK LTD, hereinafter referred to as First Party, enters into an agreement with Upshur County Commissioner of Precinct No. ___, 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. ___, 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)

RED MARLE ROAD FOR ZMILE

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 TIMB Offrom lands location in Precinct No. ___, 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 Gourt to insure performance of agreement.

б.

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 falls to abide by the conditions above set forth.

Made W. u	אניע	ha - Ward Timber
First Party Signature		
P.O. BOX 360		
Street or Box		
LINDEN, TX.	75	563
City, State and Zip Code		
903-756-7	70	· ·
Telephone .		
RANDY THOM	15	· ·
Timber Tract / Property Ow		
Issued by Wulff of		Mart 20 Valid 10/18/21 to 1/18/22
· · · · ·		

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UPSHURE ONTY, TX.