

**SPECIAL ROAD USE AGREEMENT CONTRACT**

THE STATE OF TEXAS                    }  
  }     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF UPSHUR                    }

The undersigned, Vandusen Timber Corporation, hereinafter referred to as First Party, enters into an agreement with Upshur County Commissioner of Precinct No. 4, 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. 4, 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 the intersection of FM852 and Caribou Road, will be traveling south on Caribou Road to the intersection of Caribou Road and Ibex Road. The tract will be on Ibex Road.

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 logging from lands location in Precinct No. 4, 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.

BY \_\_\_\_\_  
DEPUTY

UPSHUR COUNTY, TX.

2022 SEP 30 AM 11:43

FILED  
TERRI ROSS  
COUNTY CLERK



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First Party Signature  
Graham Vandusen

4015 Valley Ranch Road

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Street or Box

Longview, TX 75602

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City, State and Zip Code

903-576-0587

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Telephone

Andrew Riley

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Timber Tract / Property Owner

Issued by Annette M. Norton Valid 9/22/2022 to 12/22/2022

**PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED**

**A COPY OF THIS PERMIT MUST BE IN EVERY TRUCK BEING USED**

## SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS	}	
		KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF UPSHUR	}	

The undersigned, Boss Oil Field Services, 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)

From State Highway 155, turn right onto Persimmon Rd, travel .20 of a mile to Weeping Willow Rd., travel .70 of a mile and continue to the right on Weeping Willow Rd. for .20 of a mile to the worksite.

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 logging 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.

*Clyde Cunningham*  
First Party Signature  
Clyde Cunningham

P.O. Box 166

Street or Box

Palestine, TX 75802

City, State and Zip Code

903-538-2278  
Telephone

Timber Tract / Property Owner

Issued by Annette M. Norton, Valid September 7, 2022 to February 7, 2023.

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

A COPY OF THIS PERMIT MUST BE IN EVERY TRUCK BEING USED

BY \_\_\_\_\_  
DEPUTY

UPSHUR COUNTY, TX

2022 SEP 30 AM 11:44

FILED  
TERRI ROSS  
COUNTY CLERK

SS OILFIELD  
FICE  
-538-2  
IME  
Kley  
Ksilv  
de