

**SPECIAL ROAD USE AGREEMENT CONTRACT**

THE STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR }

The undersigned, Shafter Land & 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 1/2 mile on Willow Oak off Hwy 271

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.

J. J. L.  
First Party Signature

3400 W. Ave.  
Street or Box

Longview TX 75601  
City, State and Zip Code

903-635-1207  
Telephone

Cory Theatgill  
Timber Tract / Property Owner

Issued by Aria Jettelle Valid 10/30/2023 to 1/30/2024

**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    }  
COUNTY OF UPSHUR    }       KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Ward Timber, 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)

8/10 mile on Waterbuck, 1/10 mile on Zebra

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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. 4, Upshur County.

4.

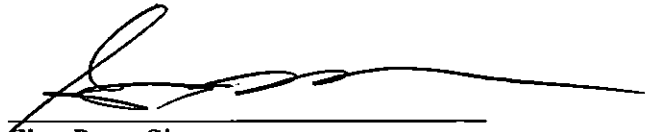
First Party agrees to put said road back into same condition as it was prior to the commencement of hauling operations on the part of First Party.

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.



First Party Signature  
WARD TIMBER, LTD  
PO BOX 360  
Street or Box

LINDEN, TX 75363  
City, State and Zip Code

(903) 715-0832  
Telephone

GILLIARD / DAVIS  
Timber Tract / Property Owner

Issued by Dina Jettellu Valid 10/31/2023 to 1/31/2024

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

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**\*\*\*A TEMPORARY CULVERT MUST BE INSTALLED IN DITCH BEING USED FOR ACCESS TO LAND\*\*\***