

**SPECIAL ROAD USE AGREEMENT CONTRACT**

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

The undersigned, \_\_\_\_\_, 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:

1.

First Party agrees to use only that section of (described exact route, direction and miles in tenths)

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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 \_\_\_\_\_ from 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 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

\_\_\_\_\_  
County Judge-Dean Fowler

\_\_\_\_\_  
Street or Box

\_\_\_\_\_  
Commissioner, Prec. 1 – James Crittenden

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Commissioner, Prec. 2 – Cole Hefner

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Commissioner, Prec. 3 – Lloyd Crabtree

\_\_\_\_\_  
Timber Tract / Property Owner

\_\_\_\_\_  
Commissioner, Prec. 4 –Mike Spencer

Issued by \_\_\_\_\_ Valid \_\_\_\_\_ to \_\_\_\_\_

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