

## APPLICATION FOR LAND SUBDIVISION (PLAT)

DATE RECEIVED: \_\_\_\_\_

CHECK ONE:  Preliminary Plat  Final Plat  Replat  Amended  Cancellation

1. PROPOSED SUBDIVISION NAME: Twin Lake Farms UNIT NO. \_\_\_\_\_  
 LOCATION DESCRIPTION/NEAREST COUNTY ROAD CR 3344, CR 3351, CR 3644  
 ACREAGE 102.68 NO. OF LOTS: EXISTING \_\_\_\_\_ PROPOSED 24  
 REASON(S) FOR PLATTING/REPLATTING Create Residential Subdivision

2. OWNER/APPLICANT\*: Summit Ranch Investments, LTD  
(\*If applicant is person other than owner, a letter of authorization must be provided from owner)  
 ADDRESS: P.O. Box 1249 San Marcos, TX 78667  
 TELEPHONE: 512-396-5115 FAX: \_\_\_\_\_ MOBILE: \_\_\_\_\_  
 EMAIL: austin@tx-land.com

3. LICENSED ENGINEER/SURVEYOR: JDS Surveying  
 MAILING ADDRESS: 159 W. Main, Van, TX 75790  
 TELEPHONE: 903-963-2333 FAX: \_\_\_\_\_ MOBILE: \_\_\_\_\_  
 EMAIL ADDRESS: ryan@jdssurvey.com

4. LIST ANY VARIANCES REQUESTED: \_\_\_\_\_  
 REASON FOR REQUEST (LIST ANY HARDSHIPS): \_\_\_\_\_

5. PRESENT USE OF THE PROPERTY: Agricultural  
 INTENDED USE OF LOTS: (CHECK ALL THOSE THAT APPLY)  
 RESIDENTIAL (SINGLE FAMILY)  RESIDENTIAL (MULTI-FAMILY)  
 OTHER (SPECIFY) \_\_\_\_\_

6. PROPERTY LOCATED WITHIN CITY ETJ: \_\_\_\_\_ YES  NO  
 If yes, Name of City: \_\_\_\_\_

7. IS ANY PART OF THE PROPERTY IN A FLOODPLAIN? \_\_\_\_\_ YES  NO

WATER SUPPLY: Brinker Water Supply ELECTRIC SERVICE: Farmers Electric Co-op  
 SEWAGE DISPOSAL: OSSF GAS SERVICE: N/A

8. Is the property subject to any liens, encumbrances, or judgments? If so, give details. (Provide separate sheet if needed) Permission from any lien holders and/or removal of any encumbrances or judgments will be necessary prior to filing of said plat with the County Clerk's Office.

9. See platting requirements. All necessary documents to reflect compliance must be complete before application will be deemed complete.

10. I agree to comply with all platting and subdivision requirements of Hopkins County, Texas. I understand that the plat will NOT be forwarded to the Commissioners' Court unless all documentation is satisfactorily filed with the County Clerk's Office correction due date.

 Austin Crabill Authorized Signer  
 Signature of Owner/Applicant Print Name & Title

\*\*If applicant is person other than owner, a letter of authorization must be provided from owner. Signature indicates authorization for plat application and acceptance of waiver statement.

DATE: 11/12/21

**TAX CERTIFICATE**

ACCT # 65-0164-000-021-00  
 DATE 11/19/2021  
 SP



**HOPKINS COUNTY TAX OFFICE**  
 PO BOX 481  
 SULPHUR SPRINGS, TX 75483  
 (903) 438-4063

Cert# 210501  
 FEE 10.00

Property Description		ABS: 164, TR: 21, SUR: COLLUM LUCY ANN	PROP TYPE-D1 PCT OWNER-100.000
TOWN -	LOCATION-	S FM 269	
ACRES - 209.779			

Values			
LAND MKT VALUE	445,780	IMPR/PERS MKT VAL	4,370
LAND AGR VALUE	31,050	MKT. BEFORE EXEMP	35,420
EXEMPTIONS GRANTED:	NONE	LIMITED TXBL. VAL	

SUMMIT RANCH INVESTMENTS LTD  
 PO BOX 1249

SAN MARCOS TX 78667

hereby certify and otherwise guarantee that the tax levies, penalties, and attorney fees due in the current month for the above described property are as listed below.

TAXES 2021	LEVY	P&I	ATTY FEES	AMT DUE
	.00	.00	.00	.00
	-----	-----	-----	-----
	.00	.00	.00	.00
				=====
				.00
				.00
ACCT # 65-0164-000-021-00		TOTAL DUE 11/2021		.00
		TOTAL DUE 12/2021		.00

**BREAKDOWN OF TAX DUE BY JURISDICTION**

JURISDICTION	LEVY	P&I	ATT FEES	TOTAL
COUNTY	.00	.00	.00	.00
HOSPITAL	.00	.00	.00	.00
COMO-PICKTON ISD	.00	.00	.00	.00

(CERTIFICATE MAY NOT INCLUDE ALL TAXING JURISDICTIONS)

TAX LEVY FOR THE CURRENT ROLL YEAR: COUN	206.87
TAX LEVY FOR THE CURRENT ROLL YEAR: HOSP	77.92
TAX LEVY FOR THE CURRENT ROLL YEAR: 0020	315.42
TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR .....	600.21

\*\*\*\*\*  
 \* SUBJECT TO ROLLBACK \*  
 \* SUBJECT TO ROLLBACK \*  
 \*\*\*\*\*

REQUESTED BY:  
 SUMMIT RANCH INVESTMENTS

Debbie Mitchell Sp  
 Signature of authorized officer of collecting office

RECEIPT

DATE 11/19/2021  
SP



HOPKINS COUNTY TAX OFFICE  
PO BOX 481  
SULPHUR SPRINGS, TX 75483  
(903) 438-4063

TAX CERTIFICATES	.....	AMOUNT PAID	10.00
ACCOUNT NO	NAME	CERT #	
65-0164-000-021-00	SUMMIT RANCH INVESTMENTS	210501	
	CHECK # 1426		-----
	<b>TOTAL PAID</b>		<b>10.00</b>

REMITTED BY: SUMMIT RANCH INVESTMENTS

COPIED COPY



**Brinker Water Supply Corp.**  
**4534 I 30 E**  
**Sulphur Springs, TX. 75482**  
**(903) 885-8888 Fax: (903) 885-8825**

July 12, 2021

Attn: Barton Galle

Upon completion, and acceptance, of an upgrade on a 3 inch line to a 6 inch line from our Bethel Tower, located on County Road 2333, going east to FM 269, then going north to FM 3105 (approximately 3,000 feet), Brinker agrees to furnish the Twin Lake Addition with 30 meters. This Addition will be located on FM 269 approximately 2 miles south of Interstate 30.

A handwritten signature in blue ink, appearing to read "Jim Horton", with a large, sweeping flourish extending to the right.

Jim Horton - General Manager  
Brinker WSC  
4534 I-30 East  
Sulphur Springs, TX 75482

## NON-STANDARD SERVICE CONTRACT

THE STATE OF TEXAS  
COUNTY OF HOPKINS

THIS CONTRACT is made and entered into by and between Summit Ranch Inv. Ltd., hereinafter referred to as "Applicant", and Brinker Water Supply Corporation, hereinafter referred to as "WSC" or "Corporation".

WHEREAS, Applicant is engaged in developing that certain 209 acres of land in Hopkins, County, Texas, more particularly known as the Twin Lake Farms subdivision, to be recorded in the plat records of HOPKINS County, Texas, said land being hereinafter referred to as "the Property"; and,

WHEREAS, WSC owns and operates a water system which supplies potable water for human consumption and other domestic uses to customers within its service area; and,

WHEREAS, Applicant has requested WSC to provide such water service to the Property through an extension of WSC's water system, which includes all on-site and off-site service facilities to meet the level and manner of service requested by the Applicant, such extension being hereinafter referred to as "the Water System Extension"; NOW THEREFORE:

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, Applicant and WSC agree and contract as follows:

Summit Ranch Inv. Ltd., agrees to replace the existing 3 inch line with a 6 inch line from the Bethel Tower located at 134 CR 2333, going east to FM 269, then going north, on the west side to FM 3105 (approximately 3,000 feet) and connecting to the existing 4 inch line.

Upon installation of this replacement line and approval, Brinker WSC agrees to furnish Twin Lake Farms, with 30 meter sets at Brinker's normal cost at the time a meter is requested. Twin Lake Farms is located on the west side of FM 269 approximately 2 miles south of Interstate 30.

1. Engineering and Design of the Water System Extension.

- (a) The Water System Extension shall be engineered and designed by a Texas Licensed Professional Engineer in accordance with the applicable specifications of the WSC and all governmental agencies having jurisdiction. All plans and specifications must be reviewed and approved by WSC's consulting engineer prior to the issuance of any request for bids for the construction of the Water System Extension. After such approval of the plans and specifications by the WSC's consulting engineer, the plans and specifications shall become part of this Agreement by reference and shall more particularly define "the Water System Extension".
- (b) The Water System Extension must be sized to provide continuous and adequate water service to the Property based on plans for the development as provided to WSC by the Applicant. WSC may require the Water System Extension to be oversized in anticipation of the needs of other customers of the WSC, subject to the obligation to reimburse the Applicant for any such oversizing as provided below.

2. **Required Sites, Easements or Rights-of-Way.**
  - (a) Applicant shall be responsible for dedicating or acquiring any easements across privately owned land or sites (including off-site) which are necessary for the construction or operation of the Water System Extension and for obtaining any Governmental approvals necessary to construct the Water System Extension in public right-of-way.
  - (b) Any easements acquired by the Applicant shall be in a form approved by the WSC (see Form of Easement, attached to this Contract and made a part hereof) and shall be assigned to WSC upon proper completion of the construction of the Water System Extension.
  - (c) The validity of the legal instruments by which the Applicant acquires any such easements and by which Applicant assigns such easements to WSC must be approved by WSC's attorney.
  
3. **Construction of the Water System Extension**
  - (a) Applicant shall advertise for bids for the construction of the Water System Extension in accordance with generally accepted bidding practices and shall award the contract for the construction of the Water System Extension subject to the approval of the WSC. WSC may reject any bid.
  - (b) The Water System Extension shall be constructed in accordance with the approved plans and specifications. WSC shall have the right to inspect all phases of the construction of the Water System Extension. Applicant must give written notice to WSC of the date on which construction is scheduled to begin so that WSC may assign an inspector. WSC may charge reasonable inspection fees based on the actual costs of labor, travel and incidental expenses of the inspectors, plus 10% overhead.
  
4. **Dedication of Water System Extension to WSC.**
  - (a) Upon proper completion of construction of the Water System Extension and final inspection thereof by WSC, the Water System Extension shall become the property of the WSC. The Water System Extension shall thereafter be owned and maintained by WSC subject to the warranties required of Applicant under Subsection (b). Any connection of individual customers to the Water System Extension shall be made by the WSC.
  - (b) Upon transfer of ownership of the Water System Extension, Applicant shall warrant materials and performance of the Water System Extension constructed by Applicant for 12 months following the date of the transfer.
  
5. **Cost of the Water System Extension.**
  - (a) Applicant shall pay all costs associated with the Water System Extension as a contribution in aid of construction, including, without limitation, the cost of the following:
    - (1) engineering and design;
    - (2) easement or right -of-way acquisition;
    - (3) construction;
    - (4) inspection;
    - (5) attorneys' fees; and
    - (6) governmental or regulatory approvals required to lawfully provide service.
    - (7) Applicant shall indemnify WSC and hold WSC harmless from all of the

foregoing costs.

- (b) Provided, however, nothing herein shall be construed as obligating the Applicant to maintain the Water System Extension subsequent to its dedication and acceptance for maintenance by WSC.
- (c) If WSC has required the Water System Extension to be oversized in anticipation of the needs of the other customers of WSC, WSC shall reimburse Applicant for the additional costs of construction attributable to the oversizing, as determined by the WSC's consulting engineer, in three annual installments without interest beginning one year after dedication of the Water System Extension to WSC.

6. **Service From the Water System Extension.**

- (a) After proper completion and dedication of the Water System Extension to WSC, WSC shall provide continuous and adequate water service to the Property, subject to all duly adopted rules and regulations of WSC and the payment of the following:
  - (1) All standard rates, fees and charges as reflected in WSC's approved tariff;
  - (2) Any applicable Equity Buy-In or other up-front capital contribution fee adopted by WSC;
  - (3) Any applicable reserved service charge adopted by WSC.
- (b) It is understood and agreed by the parties that the obligation of WSC to provide water service in the manner contemplated by this Contract is subject to the issuance by the Texas Commission on Environmental Quality and all other governmental agencies having jurisdiction of all permits, certificates or approvals required to lawfully provide such service.
- (c) Unless the prior approval of WSC is obtained, the Applicant shall not:
  - (1) construct or install additional water lines or facilities to service areas outside the Property;
  - (2) add any additional lands to the Property for which water service is to be provided pursuant to this Agreement; or
  - (3) connect or serve any person or entity who, in turn, sells water service directly or indirectly to another person or entity.

7. **Effect of Force Majeure.**

In the event either party is rendered unable by force majeure to carry out any of its obligations under this Contract, in whole or in part, then the obligations of that party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other party.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines,

or canals, partial or complete failure of water supply, and any other inability's of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement or strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the party having the difficulty.

8. **Notices.**

Any notice to be given hereunder by either party to the other party shall be in writing and may be affected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed. Any notice mailed to the WSC shall be addressed:

Brinker Water Supply

4534 I 30 E

Sulphur Springs, TX. 75482

Any notice mailed to Applicant shall be addressed:

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Either party may change the address for notice to it by giving **written** notice of such change in accordance with the provisions of this paragraph

9. **Breach of Contract and Remedies.**

(a) If either party breaches any term or condition of this Contract, the non-breaching party may, at its sole option, provide the breaching party with a notice of the breach within sixty (60) days of discovery of the breach by the non-breaching party. Upon notice of breach, the breaching party shall have sixty (60) days to cure the breach. If the breaching party does not cure the breach within the sixty (60) days, the non-breaching party, below, shall have all rights at law and in equity including the right to enforce specific performance of this Contract by the breaching party, the right to perform the obligation in question and to seek restitution for all damages incurred in connection therewith.

(b) In the event of termination of this Contract by a non-breaching party, such



action shall not affect any previous conveyance.

- (c) The rights and remedies of the parties provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law and under this Contract.

10. **Third Parties.**

It is the express intention of the parties that the terms and conditions of this Contract may be enforced by either party but not by any third party or alleged third-party beneficiary.

11. **Captions.**

Captions are included solely for convenience of reference and if there is any conflict between captions and the text of the Contract, the text shall control.

12. **Context.**

Whenever the context requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and the plural.

13. **Mediation. [Optional]**

Prior to the institution of legal action by either party related to any dispute arising under this Contract, said dispute shall be referred to mediation by an independent mediator mutually agreed upon by both parties. The cost of the mediator shall be shared equally by both parties.

14. **Litigation Expenses.**

Either party to this Contract who is the prevailing party in any legal proceeding against the other party, brought in relation to this Contract, shall be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

15. **Intent.**

The parties hereto covenant and agree that they shall execute and deliver such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Contract.

16. **Multiple Originals.**

This Contract may be executed in multiple originals, any copy of which shall be considered to be an original.

17. **Authority.**

The signatories hereto represent and affirm that they are authorized to execute this Contract on behalf of the respective parties hereto.

18. **Severability.**

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause,

sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

19. **Entire Agreement.**

This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

20. **Amendment.**

No amendment of this Agreement shall be effective unless and until it is duly approved by each party and reduced to a writing signed by the authorized representatives of the WSC and the Applicant, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

21. **Governing Law.**

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable in Hopkins County, Texas.

22. **Venue.**

Any action at law or in equity brought to enforce or interpret any provision of this Contract shall be brought in a state court of competent jurisdiction with venue in Hopkins County, Texas.

23. **Successors and Assigns.**

This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the parties.

24. **Assignability.**

The rights and obligations of the Applicant hereunder may not be assigned without the prior written consent of the WSC.


25. **Effective Date.**

This Agreement shall be effective from and after the date of due execution by all parties.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be executed

by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

Brinker Water Supply Corporation

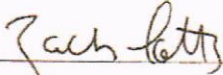
By: 

Name: Jim Horton

Title: General Manager

Date: 5/20/21

APPLICANT

By: 

Name: Zachary Potts

Title: President of Chanan Corp., General Partner of Summit Ranch Investments, LTD.

Date: 5/19/2021

Appendix M

LIENHOLDER'S ACKNOWLEDGEMENT

I (We), (Name of Lienholder(s)) Crockett National Bank

owner(s) and holder(s) of a lien(s) against the property described within the Revision to Plat, said lien(s) being evidenced by instrument of record in Document No. 20213663, of the Real Property Records of Hopkins County, Texas, do hereby in all things subordinate to said Revision of Plat said lien(s), and I (we) hereby confirm that I am (we are) the present owner(s) of said lien(s) and have not assigned the same nor any part thereof.

Alissa Itz  
(Signature of Lienholder(s))

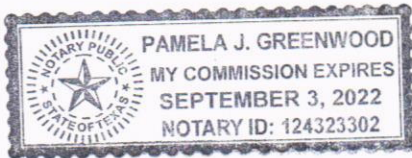
Crockett National Bank

Alissa Itz, Assistant Vice President  
(Printed name(s))

THE STATE OF TEXAS §

COUNTY OF TOM GREEN §

SWORN TO AND SUBSCRIBED before me by Alissa Itz, Asst. Vice President on the 22<sup>nd</sup> day of December, 2021.



Pamela J. Greenwood  
Notary Public in and for  
The State of Texas

Appendix O

**CERTIFICATE OF ON-SITE SEWAGE FACILITY INSPECTOR'S APPROVAL**

**THE STATE OF TEXAS           §**

**COUNTY OF HOPKINS         §**

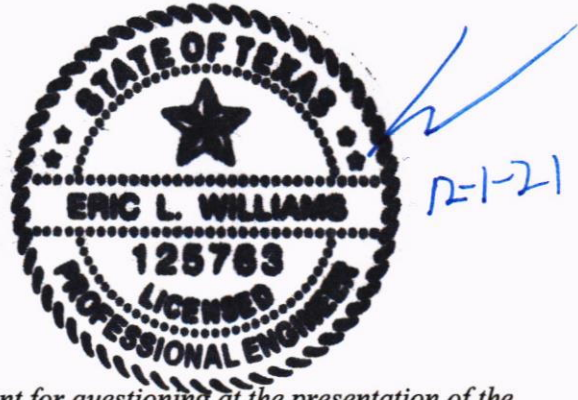
**KNOW ALL MEN BY THESE PRESENTS**, that I, the undersigned, a Licensed On-Site Sewage Facility Inspector in the State of Texas, hereby certify that I have inspected the On-Site Sewage Facilities for this plat, and the same complies with the related requirements of the Hopkins County Subdivision Regulations and the TCEQ.



Eric Williams, PE  
On Site Inspector

12/01/2021  
Date

License No. PE 125763  
Firm 18639



Seal:

[NOTE: *The inspector may be required to be present for questioning at the presentation of the plat to the Commissioners' Court.*]