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APPLICATION FOR LAND SUBDIVISION (PLAT)

DATE RECEIVED: 11-20-19
CHECK ONE: Preliminary Plat Final Plat Replat Amended Cancellation

1. PROPOSED SUBDIVISION NAME: COLBERT OAKS, UNIT ONE UNIT NO. 1
LOCATION DESCRIPTION/NEAREST COUNTY ROAD FM 2755, CR 1126
ACREAGE 12.596 NO. OF LOTS: EXISTING _____ PROPOSED 2
REASON(S) FOR PLATTING/REPLATTING _____

2. OWNER/APPLICANT*: COLBERT OAKS PROPERTIES LLC
(*If applicant is person other than owner, a letter of authorization must be provided from owner)
ADDRESS: 512 PRIVATE ROAD 1807, CUMBY, TX. 75433
TELEPHONE: 903-243-3479 FAX: _____ MOBILE: 903-408-7223
EMAIL: COLBERTOAKS@gmail.com

3. LICENSED ENGINEER/SURVEYOR: OBY-LINE SURVEYING LLC
MAILING ADDRESS: PO. BOX 834, EMORY, TX. 75440
TELEPHONE: 903-473-5150 FAX: _____ MOBILE: _____
EMAIL ADDRESS: _____

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

5. PRESENT USE OF THE PROPERTY: AGRICULTURE
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

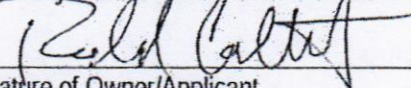
WATER SUPPLY: MILLER GROVE COOP ELECTRIC SERVICE: FARMERS ELECTRIC COOP

SEWAGE DISPOSAL: AEROBIC SYSTEM GAS SERVICE: NA

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.


Signature of Owner/Applicant

RONALD COLBERT - OWNER
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: 11-20-19

PARCEL MAP NUMBER: _____ Exhibit A _____

DECLARATION OF ROAD MAINTENANCE AGREEMENT

The undersigned hereby declare that they are owners of an easement in the nature of a private right-of-way or of lands to which such easement is attached, such easement being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

We hereby agree and declare that we shall bear equal shares of any and all costs required for maintenance and repairs of said easement under the terms and conditions set forth herein:

1. Said easement described herein shall be used in common with other owners of said easement or lands to which such easement is attached.
2. Said easement shall be maintained in a good, passable condition under all traffic and weather conditions.
3. Repairs or maintenance on said easement shall be required when a majority of those owners bound by this agreement who use said easement for ingress or egress reach a decision that such repairs or maintenance are necessary. Pursuant to that decision, such owners shall then initiate the repairs or maintenance within sixty (60) days, with each of those owners bound by this agreement bearing equal shares of the cost and expense thereof, regardless of whether such owners shall have concurred in the decision to initiate repairs or not, provided, however, that such costs and expenses shall be shared only with and by those owners who use easement for ingress and egress.

Nothing herein shall be interpreted as requiring contribution for major improvements in the traveled portion in said easement, however, if such improvements are constructed, this agreement shall apply to the repair or maintenance of such improved facilities.

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Declaration of Road Maintenance Agreement (continued)

4. Each of the undersigned owners agree that if they cause or allow said easement to be used in any manner which results in unusual wear or damage to the surface of said easement, they shall bear the costs and expenses of restoring said surface as their sole and separate cost and expense.
5. If any one of the owners of said easement or lands to which said easement is attached fails, after demand in writing, to pay their proportion of the expense, action may be brought against him in a court of competent jurisdiction by the other owners, either jointly or severally, for contribution and costs of such legal action, including legal fees.
6. In the event that any owner bound by this agreement desires repairs or maintenance be performed on said easement and cannot obtain the concurrence of a majority of those owners bound by this agreement within six months after written request for such concurrence, said owners shall have the right to apply for such relief as may be available.
7. This agreement and declaration shall be deemed and is intended to run with the land and to be a restriction upon the said property and shall be binding upon the undersigned, their heirs, personal representatives, successors and assigns until such time as the said easement shall be dedicated to and accepted for use as a public street by a governmental entity. It is the intent hereto that this instrument shall be recorded and that any subsequent transferee of the property or any part thereof, by acceptance of delivery of a deed and or to conveyance of the said property shall be deemed to have consented to and become bound by these terms.
8. Nothing herein shall be interpreted as limiting or restricting the rights of the undersigned or their successors in interest from pursuing such remedies as may be available under the law against owners of said easement or lands to which said easement is attached who are not bound by this agreement.
9. Any owner of said easement, or lands to which said easement is attached, not bound by this agreement, may elect to be so bound by executing and recording a copy of this declaration, at which time such owners shall be subject to all the benefits and duties herein.

Declaration of Road Maintenance Agreement (continued)

IN WITNESS WHEREOF, we have executed this declaration this
_____ day of _____, 20 , at _____
_____, Texas

_____	_____
	Parcels & Parcel Map Number
_____	_____
	Parcels & Parcel Map Number
_____	_____
	Parcels & Parcel Map Number
_____	_____
	Parcels & Parcel Map Number

Each signature must be acknowledged (Notarized)

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Ronald Colbert
Signature of Owner/Applicant

RONALD COLBERT - OWNER
Print Name & Title

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DATE: 11-20-19

Appendix F

WATER SUPPLY CERTIFICATE

“No structure in this subdivision shall be occupied until connected to either: an individual water well, the location of which has been approved by the Northeast Texas Municipal Water District, a TCEQ approved public water supply system (described below), or other domestic water supply subject to approval by the Hopkins County Commissioners’ Court.”

Northeast Texas Municipal Water
District

Date

Mills Grove Water Supply Corp
Name of Public Water Supply System

11-22-19
Date

Max Bandy
Signature & Title of Authorized Agent

Other Proposed Domestic Water Supply (Please specify): _____

PARCEL MAP NUMBER: _____ Exhibit A _____

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Declaration of Road Maintenance Agreement (continued)

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Declaration of Road Maintenance Agreement (continued)

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