

DUPLICATE

**TOM GREEN COUNTY CLERK
124 W. BEAUREGARD
SAN ANGELO, TX 76903
(325)659-6553**

ISSUED TO: GUARANTY ABSTRACT & TITLE

**RECEIPT #: 338216
DEPARTMENT: RE**

**DATE: 04/14/2010 09:00:45 AM
WORK STATION: CASH01**

DOCUMENT #	PGS	FEE
684861 DEED	2	20.00
684862 DEED OF TRUST	7	40.00
Total Amount Due		60.00
CHECK 32833		60.00
Total Amount Paid		60.00

THANK YOU

Tom Green County
Subdivision Application Form
(Please Print or Type)

Name of Proposed Subdivision: STONEWALL RESERVE - SEC. 3

Location: SOUTH OF WALLING-PECAN Rd., EAST OF HIDDEN VIEW DR.

Is location within the ETJ? Yes No TGC Pct. # 2

Type of Request: Preliminary Final Replat
Amended Vacation Revised

Owner(s) of Subdivision: STONEWALL RANCHES

Address: P.O. Box 3300 SAN ANGELO, TX 76902

Phone # _____ Fax: _____

Existing Land Use: VACANT

Proposed Land Use: RESIDENTIAL

Total Acreage: 42.450 Number of Proposed Lots: 10

Proposed Source of Water Supply: Individual Well Water Supply

Name of Water System CONCHO RURAL WTR. CORP.

Proposed Sewage Disposal System: Individual Septic Tank

Private Sewage System _____

Are any off-site drainage, access or other easements necessary for this subdivision? No Yes (Please explain) _____

Are there existing deed restrictions on this property? No _____ Yes _____

If yes, please give the deed record reference:

Volume _____ Page _____

Are there any deviations or variances from existing subdivision rules & regulations requested? No X Yes _____

(Please explain) _____

The owner hereby designates SKG ENGINEERING
(Name)

as the official representative. 1122 S. ABE ST. SAN ANGELO, TX 76903 655-1288
(Address) (phone)

Application fee (\$150.00 + 10.00 per lot) Paid by Owner _____

Representative X. To be paid to the Tom Green County Clerk's office prior to placement on the Commissioners' Court Agenda. Bring Plat, Tax Certificate showing "Zero" taxes owed, and receipt for application fee to Court on day of the Agenda Presentation.

The owner is aware that there will be an additional filing fee after approval by the Tom Green County Commissioners Court. The filing fee will also be paid to the Tom Green County Clerk at the time of filing of the plat for the records.

The undersigned hereby applies for subdivision plat approval in accordance with the regulations for the development of subdivisions and manufactured home rental communities as set out by the Commissioners Court of Tom Green County and certifies that the information contained on this application is true and accurate to the best of my knowledge.

David R. Currie
Owner's Signature

_____ Date

Herb Hooker
Representative's Signature

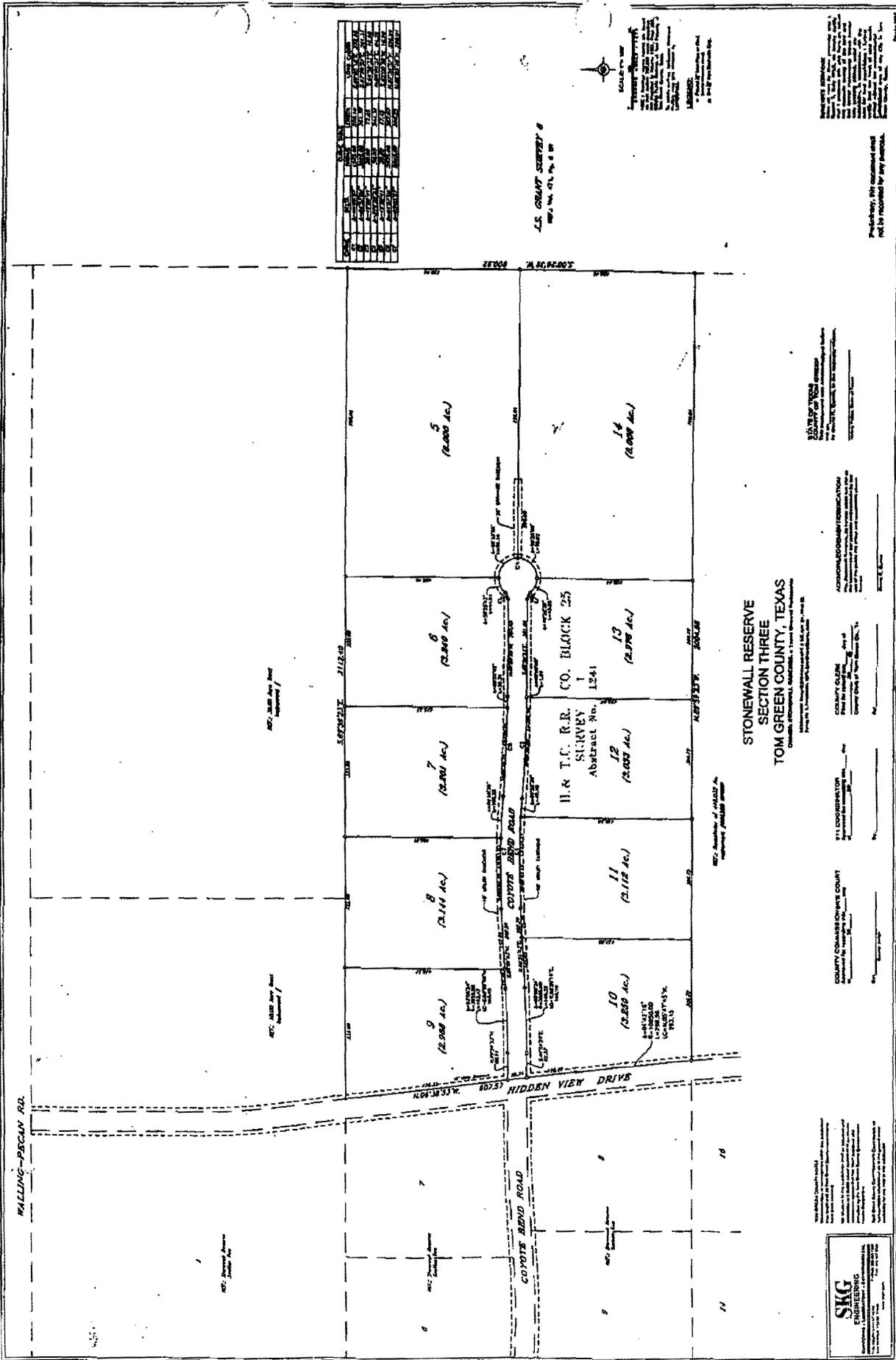
04/14/10
Date

Total Paid: \$ _____

Date Paid _____

Date of Commissioner's Court Action: _____

EXHIBIT "A"



STONEWALL RESERVE
SECTION THREE
TOM GREEN COUNTY, TEXAS

H. & T.C. R.R. CO. BLOCK 25
SURVEY
Abstract No. 1241

SKG
ENGINEERS
SURVEYORS
1000 W. 10th St. Suite 100
Arlington, Texas 76010
Phone: (817) 261-1111
Fax: (817) 261-1112

COUNTY CLERK OF TOM GREEN COUNTY
COUNTY CLERK OF TOM GREEN COUNTY
COUNTY CLERK OF TOM GREEN COUNTY

COMMISSIONER OF PUBLIC SAFETY
COMMISSIONER OF PUBLIC SAFETY
COMMISSIONER OF PUBLIC SAFETY

ADJUTANT GENERAL
ADJUTANT GENERAL
ADJUTANT GENERAL

STATE OF TEXAS
COUNTY OF TOM GREEN
COMMISSIONER OF PUBLIC SAFETY

PROPERTY, NOT TO BE RECORDED BY ANY METHOD
PROPERTY, NOT TO BE RECORDED BY ANY METHOD
PROPERTY, NOT TO BE RECORDED BY ANY METHOD

COLLATERALIZED ESCROW AGREEMENT

This agreement is entered into by and between STONEWALL RANCHES, a Texas General Partnership, acting by and through its Manager, hereinafter referred to as "Developer" and GEORGE W. HARRISON, hereinafter referred to as "Escrow Agent".

WITNESSETH:

WHEREAS, Developer is the Owner of Stonewall Reserve, Section Three, located in Tom Green County, Texas, and has filed a proposed plat of Stonewall Reserve, Section Three, with the Commissioner's Court in and for Tom Green County, Texas, with the proposed plat thereof being depicted and shown on Exhibit "A", attached hereto and made a part hereof for all purposes; and

WHEREAS, Tom Green County requires that all roads within any proposed subdivision must be completed prior to the filing of any plat; and

WHEREAS, Coyote Bend Road associated with and situated within the proposed Stonewall Reserve, Section Three, and depicted in said Exhibit "A", has not been completed in accordance with the Order Establishing Regulations for the Development of Subdivisions and Manufactured Home Rental Communities dated September 28, 1999, ("Subdivision Regulations"), and Developer desires to assure Tom Green County that this Road will be timely completed in accordance with the Subdivision Regulations, and thereby allow Developer to file the plat and sell lots created thereby prior to the completion of Coyote Bend Road.

NOW, THEREFORE, for and in consideration of the premises, and in order to induce Tom Green County to approve the filing of the plat for Stonewall Reserve, Section Three, prior to the completion of the above road, it is understood and agreed by and between the parties hereto of the following, to-wit:

1. Developer and Reece Albert, Inc., a Texas Corporation, acting by and through its duly authorized officer, ("Contractor"), have entered into an Agreement for the construction of Coyote Bend Road in Stonewall Reserve, Section Three, to Tom Green County, Texas, ("Construction Proposal"), with said Construction Proposal being attached hereto as Exhibit "B", reference to which Construction Proposal is hereby made for all purposes.
2. Among other provisions, the Construction Proposal dated August 24, 2009 provides a fixed Contract price of \$77,750.00, for the completion of Coyote Bend Road.
3. Developer, upon the full execution of this Collateralized Escrow Agreement by all parties, will immediately place the sum of \$85,525.00 in the form of a cashier's check or direct deposit with Escrow Agent, representing \$77,750.00 fixed contract price plus 10% or \$7,775.00 contingency funds, for the purpose of assuring to

Tom Green County that Coyote Bend Road will be satisfactorily and timely completed in accordance with the Subdivision Regulations.

4. Developer hereby authorizes Escrow Agent to disperse the escrowed funds to Contractor in accordance with the Construction Proposal in accordance with the terms thereof. All sums held by Escrow Agent, in excess of the amounts due Contractor under the Construction Proposal will be dispersed and returned to Developer.
5. Failure by Contractor to complete the construction of Coyote Bend Road in accordance with the terms, conditions and covenants contained in the Construction Proposal on or before 6 months, will result in Escrow Agent dispersing all Escrowed Funds to Russell T. Gully, SKG Engineering, 1122 S. Bryant Blvd., San Angelo, Texas 76903, Phone 325-655-1288, as Construction Manager in order to finish the Road Project. All escrowed funds shall be used by the Construction Manager for the purpose of completing the roads. Any funds remaining after paying for the completion of the roads, including reasonable attorney's fees, costs, and expenses of the Construction Manager, shall be returned to Developer. Completion of the roads by the Construction Manager shall not obligate Tom Green County, Texas to be responsible for maintenance of the roads.
6. Escrow Agent is hereby authorized to deposit all escrowed funds to a passbook savings account at any national or state bank or any federally insured savings and loan association or such other investment account as Escrow Agent deems reasonable.
7. Escrow Agent shall be protected in acting upon any notice, request, waiver, consent, receipt of other paper or document believed by Escrow Agent to be genuine and to be signed by the proper party or parties.
8. Escrow Agent shall not be liable for any error of judgment or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, except its own willful misconduct, and Escrow Agent shall have no duties to anyone except those signing this instrument.
9. Escrow Agent may consult with legal counsel in the event of any dispute or questions as to the construction of the foregoing instructions, or Escrow Agent's duties hereunder, and Escrow Agent shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of such counsel.
10. Escrow Agent shall not be required to take or be bound by notice of any default of any person, or to take any action with respect to such default involving any expense or liability, unless notice is given in writing to Escrow Agent of such default and unless he is indemnified in a manner satisfactory to him against any

such expense or liability. These instructions shall not be subject to rescission or modification.

11. In the event that Escrow Agent performs any service not specifically provided hereinabove, or that there is any assignment or attachment of any interest in the subject matter of this escrow or any modification thereof, or that any controversy arises hereunder, or that Escrow Agent is made a party to, or intervenes in, any litigation pertaining to this escrow or the subject matter thereof, Escrow Agent shall be reasonably compensated therefor and reimbursed for all costs and expenses occasioned thereby, and the parties hereto agree jointly and severally to pay the same, to indemnify Escrow Agent against any loss, liability or expense incurred in any act or thing done by him hereunder, it being understood and agreed that Escrow Agent may interplead the subject matter of this escrow into any court of competent jurisdiction, and the act of such interpleader shall immediately relieve Escrow Agent of his duties, liabilities and responsibilities hereunder.

ACCEPTED AND AGREED TO THIS 12th day of March, 2010, in triplicate.

DEVELOPER

STONEWALL RANCHES, a Texas General
Partnership

By: *D. R. Currie*

ESCROW AGENT

George W. Harrison
GEORGE W. HARRISON

RECEIPT

Receipt of \$85,525.00 in the form of direct deposit is acknowledged to Escrow Account at Bank of San Angelo.

Escrow Agent: George W. Harrison
2 South Koenigheim
San Angelo, Texas 76903

Date: March 12th, 2010

Telephone: 325-653-3291

By: *George W. Harrison*
George W. Harrison
Escrow Agent

EXHIBIT " B "

REECE ALBERT, INC.

HEAVY CONSTRUCTION, UTILITIES AND PAVING
PROPOSAL

To	<u>Stonewall Ranches</u>	Date	<u>February 12, 2010</u>
	<u>Bruce Hill</u>	Project	<u>Construction of Stonewall Reserve</u>
	<u>c/o Tessa Easley</u>		<u>Section 3 - Coyote Bend Road</u>
	<u>Bank of San Angelo</u>	Location	<u>US 277 South</u>
	<u>Fax No.: 325-947-8410</u>		<u>Tom Green Co., Texas</u>

WE, THE UNDERSIGNED, PROPOSE TO FURNISH THE NECESSARY MATERIAL, EQUIPMENT, AND LABOR TO DO THE FOLLOWING MENTIONED WORK ON ABOVE PROJECT:

STONEWALL RESERVE SECTION 3 - Coyote Bend Road
(Per plans by SKG Engineering dated 4-09-09)

- a. Excavation and embankment required to achieve design subgrade.
- b. Install 6" limestone base.
- c. Install 6" reinforced concrete inverts at street intersections.
- d. Prime base and shoot a 2-course penetration pavement on roadway.

Total Lump Sum

\$77,750.00

NOTES:

- > Includes subgrade densities, base densities, and base depth check (one per 500 LF of roadway).
- > Duration of project will be 6 months.

EXCLUSIONS:

- This quote excludes all work not specifically listed above, including but not limited to the following items:
- > Adjustment or relocation of existing or new utilities.
 - > Sales tax.
 - > Maintenance of erosion control devices.
 - > Rock excavation.

PLEASE SIGN AND RETURN 1 COPY

This Proposal may be withdrawn by us if not accepted within 30 days

Said amount is due and payable in San Angelo, Tom Green County, Texas. Full payment for work accomplished shall be due on receipt of invoice. A 1% per month carrying fee will added to past due accounts. 18% of amount due shall be added if suit is brought thereon.

Accepted _____
 By Bruce L. Hill
 Date 2/16/10

Yours very truly,
 REECE ALBERT, INC.
 By _____
 SKIP KLEMENT, ESTIMATOR



San Angelo-Tom Green County Health Department

PUBLIC HEALTH BUILDING - 2 CITY HALL PLAZA

P.O. BOX 1751

SAN ANGELO, TEXAS 76902



S. Michael Loving
Director
915/657-4214

Mr. Russell Pehl
SK Engineering
1122 South Bryant
San Angelo, TX 76903

April 1, 2009

Re: Stonewall Reserve, Section 3-5

Dear Mr. Pehl,

We have received and reviewed the plat and planning materials for the above subdivision. The area is not located in a regulated floodplain and the soils appear generally limited for a conventional onsite septic systems (OSSF) based on the clay content. Each lot will have a site evaluation preformed to determine the type of OSSF to be installed . The lot sizes are sufficient size for onsite sewage systems.

No wells are present in the subdivision at time of approval. If wells are installed after approval then wells must be 100 feet from existing or new septic systems.

All OSSFs in the subdivision must be constructed in compliance with the existing rules and regulations.

If these conditions are met, this department has no objections to the approval of the subdivision.

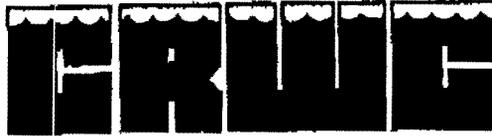
Sincerely,

A handwritten signature in black ink that reads "Pam Weishuhn".

Pamela Weishuhn

Tom Green County Designated Representative

Water
at Your
Service



CONCHO RURAL WATER CORP.

8174 HWY. 87 N., SAN ANGELO, TEXAS 76901

OFFICE: (325) 658-2961

FAX: (325) 658-2962

HOME: (325) 465-4692

LETTER OF INTENT

May 18, 2007

Cornerstone Builders
C/O David R. Currie
Po Box 3300
San Angelo, Tx. 76902

Re: Water Service

Dear Sirs:

Concho Rural Water Corp. presently services The Pecan Creek Subdivision south of San Angelo, Texas, along HWY 277 south. Mr. David Currie with Cornerstone Builders has requested water service to Stonwall Ranches property along Walling Pecan Road east of Pecan Creek. Mr. Currie has requested service for 150 taps.

Concho Rural Water currently could service 35 taps with only water distribution lines installed. Additional water plant facilities would need to be constructed to provide service for the additional 115 taps.

Mr. Currie has agreed to provide the necessary Plant and Distribution system upgrades to meet the Texas Commission on Environmental Quality Rules and Regulations for Public Water Systems as well as meet all County Regulations. Mr. Currie has agreed to provide additional funds along with other Developers to help in providing additional water sources for the future.

Concho Rural Water Corp. will amend the CCN # 11361 to provide water service to the above property.

Respectfully yours,

B. F. Wiese
President
Concho Rural Water Corp.