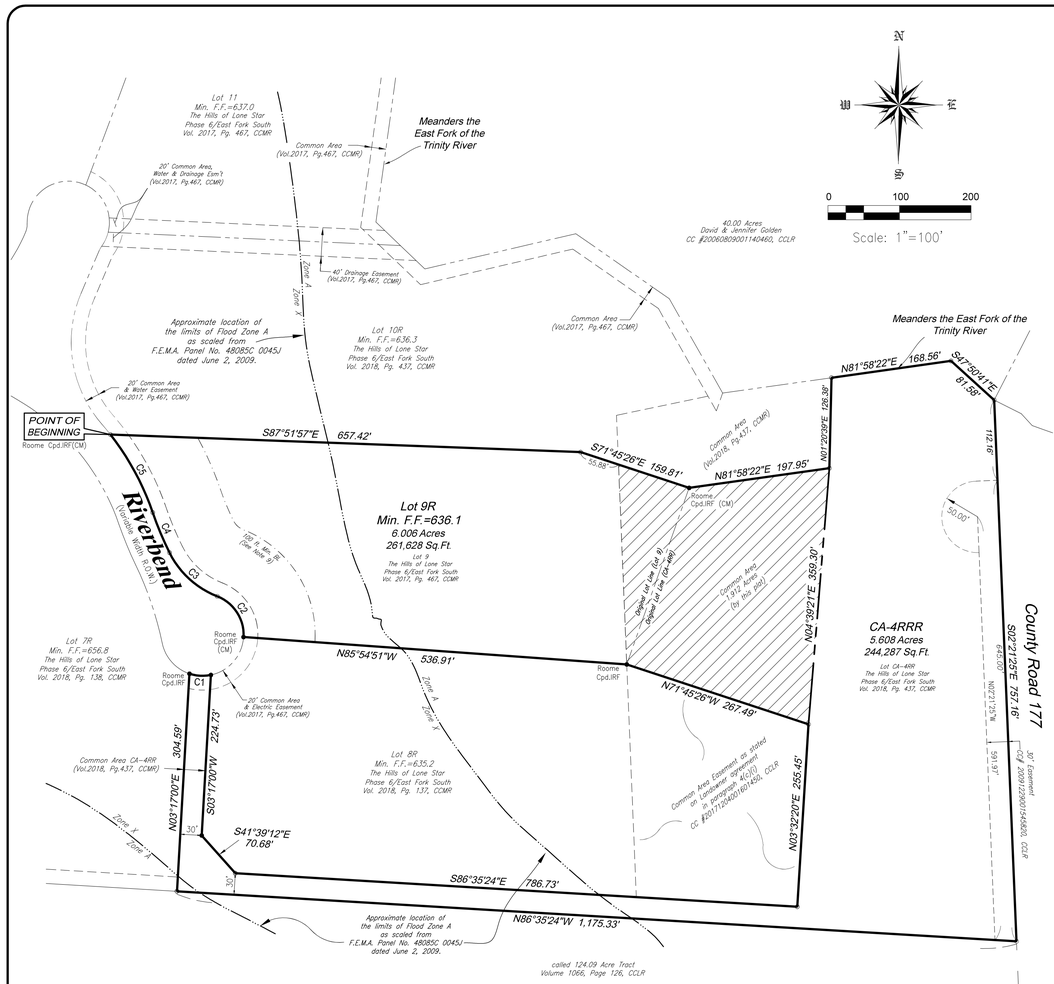


CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	57.50'	30.35'	30°14'36"	S86°43'00"E	30.00'
C2	57.50'	72.36'	72°06'12"	N32°46'06"W	67.68'
C3	125.00'	92.71'	42°29'44"	N47°34'20"W	90.60'
C4	475.00'	60.85'	7°20'25"	N22°39'15"W	60.81'
C5	375.00'	124.40'	19°00'24"	N28°29'15"W	123.83'

LEGEND

CM	Controlling Monument
CNS	Could Not Set (woods/Cedar/river)
●	Roome Capped Iron Rod Set
Roome Cpd.IRF	Roome Capped Iron Rod Found
Ref.	Reference iron set on property line
CCMR	Collin County Map Records
CCLR	Collin County Land Records

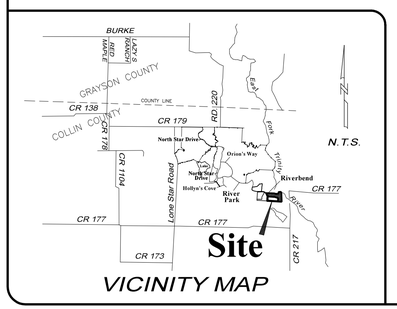
CONSTRUCTION NOTES

– Contractor shall take appropriate measures to prevent tracking of mud and /or soils onto existing and /or new pavement. Any tracking that occurs shall be removed immediately by the contractor.

– Contractor shall maintain the integrity of existing county road ditches.

– Existing paving, utilities, fences, etc., damaged by the construction of the proposed improvements shall be replaced to a condition equal to or better than its original condition. The contractor shall make these repairs at his own expense.

– Contractor is responsible for damages to existing county roads. Collin County and the contractor shall document the existing county road prior to and following construction.



VICINITY MAP

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, **C. Kent Adams dba Lone Star Partners, is the owner of Lot 9 and CA–4RR,** do hereby adopt this plat designating the hereinabove described property as **Lot 9R and CA–4RRR, The Hills of Lone Star, Phase 6/East Fork South,** an addition to Collin County, Texas, and does hereby dedicate to the public use forever, the streets and alleys shown thereon and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using the same. Any public utility shall have the right to remove and keep removed all or part of any building, fences, trees, shrubs or other growth which may in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on any of the easement strips, and any public utility shall at any time have the right of ingress and egress to or from the said easement strips for the purpose of construction, reconstruction, patrolling, maintaining and adding to or removing from all parts or its respective system without the necessity at any time of procuring the permission from anyone.

EXECUTED this _____ day of October, 2019.

_____
C. Kent Adams
dba Lone Star Partners

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **C. Kent Adams dba Lone Star Partners**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of October, 2019.

_____
Notary Public for the
State of Texas

NOTES AFFECTING ALL LOTS

1. Covenants and Restrictions. " Declaration of Covenants, Conditions, Restrictions and Easements for Lone Star" regarding the Property, which has been recorded at Clerk's File No. 2003–35351 in the Real Property Records of Collin County, Texas (the "Declaration"), and which has been extended to the Plat by a declaration of annexation recorded at Clerk's File No. 20161101001481520 in the Real Property Records of Collin County, Texas.

2. Landowner Agreements. Each individual Parcel may be subject to a separate Landowner Agreement filed in the Real Property Records of Collin County, Texas, that supplements or, modifies or waive portions of the Declaration. Such Landowner Agreements may supplement, modify or waive the covenants and restrictions contained herein as Declarant may deem desirable and not inconsistent with this Declaration in a manner which materially adversely affects the concept of this Declaration contain easements, additions and modifications to the Declaration as may be desirable to reflect the different character of each individual Parcel and related improvements and as are not unequivocally contrary to the scheme of development for the Property as set forth in the Declaration. Each Landowner Agreement shall have the effect of supplementing, or modifying and/or waiving, as the case may be, the Declaration, but only as Until formation of the Landowner Association, Declarant shall have all of the authority, powers, rights, immunities and protections, but not the obligations, of the Landowner Association, the board of directors of the Landowner Association, and the Committee, all as set forth more particularly in this Declaration, in order that the Development may be established as a fully occupied and functioning residential community. to the Parcel that is the subject of the Landowner Agreement and only to the extent specifically expressed in such Landowner Agreement.

3. Common Area. A portion of the Parcel been designated as Common Area and as such shall be owned or controlled by Declarant and/or Seller and/or the Landowner Association, when formed, for the common use and enjoyment of the Owners of Parcels within the Property. The Common Area is shown by the designation of Common Area Easements on the Final Plat, together with other easements within the Property, subject to supplementation or modification by Landowner Agreements with respect to individual Parcels. The Common Area may include, without limitation, areas utilized for landscaping, trails, recreation, parks, greenbelt, drainage, equestrian facilities or any other similar facilities, the location, nature and availability of same as deemed desirable by Declarant and/or the Landowner Association.

4. Common Area Easements. The Common Area Easements for described on the Final Plat and in the Landowner Agreements for individual Parcels are for the common use, enjoyment and benefit of the Owners of Parcels in the Property, their families, guests, tenants, successors and assigns, subject to the rights, restrictions and requirements of the Declaration:

(a) Common Area Easements may be used for landscaping, drainage, trails, walking, biking, riding, recreation, parks, greenbelt, all uses related thereto and any other uses deemed advisable by Declarant and/or the Landowner Association.

(b) Declarant and/or the Landowner Association shall be authorized and empowered to control and to establish, issue and enforce any guidelines, rules and regulations governing the use, management, maintenance and all other aspects pertaining to the Common Area Easements as deemed desirable or advisable by Declarant and/or the Landowner Association.

(c) The Common Area Easements shall be generally comprised of the following, subject to supplementation or modification by Landowner Agreements applicable to individual Parcels: (i) All portions each Parcel within twenty (20) feet of any existing or future county road right–of–way; (ii) All portions of each Parcel within twenty (20) feet of any boundary line of the Parcel and within twenty (20) feet of the edge of any pond, lake, creek, draw, or other body of water, waterway or drainage–way located on any boundary line of the Parcel.

(d) Common Area Easements as described and for said purposes are reserved to Seller and shall be granted by each Owner of a Parcel, and each Owner by acceptance of a deed from Declarant shall take title to the Parcel subject thereto.

(e) Each Owner agrees to grant such Common Area Easements and to execute and deliver separate written easements in writing, with metes and bounds description of said easements, to Seller upon Declarant's or the Landowner Association's request at or after closing, to evidence the Common Area Easements; provided, however, that it will be Declarant's or the Landowner Association's responsibility to prepare and deliver such written Common Area Easements to Owner.

(f) Declarant or the Landowner Association may place fencing along the easement lines of the Common Area Easements, subject to the rights, requirements, conditions, covenants and restrictions set forth in the Declaration; whereupon, the Common Area Easements shall be revised, if necessary, to coincide with said fence line, and Declarant or the Landowner Association and Owner shall execute and record any documents reasonably necessary to reflect such revision.

(g) As set forth more particularly. Except as permitted in the Declaration orand except as Declarant and/or the Landowner Association deem advisable, no motorized or recreational vehicles, trailers, mobile homes or boats (except for landscaping, construction, maintenance or other similar purposes) shall be permitted or used in the Common Area Easements, no livestock or other animals shall be allowed to graze or roam unrestrained in the Common Area Easements, no hunting, fishing, boating or trapping shall be allowed in the Common Area Easements, and no Buildings, improvements or structures of any kind shall be placed, erected or constructed in the Common Area Easement; provided, however, landscaping, walking, jogging, biking, horseback riding, other such recreational and related activities and the construction and maintenance of trails, pathways and structures related thereto, as deemed advisable by Declarant and/or the Landowner Association, shall be allowed, subject to all requirements in the Declaration and all guidelines, rules and, regulations and restrictions issuedestablished by Declarant and/or the Landowner Association pertaining to the Common Area Easements or such activities.

5. Utility, Drainage and Maintenance Easement. Declarant for the benefit of itself, the Owners and the Landowner Association, reserves with respect to all Parcels and the Property a nonexclusive easement over, across and upon the Common Area Easements for installation and repair of utility service, for the natural drainage of water over, across and upon the Parcels and the Property, and for necessary maintenance and repair of any Building or improvements situated on the Common Area, in accordance with and subject to the Declaration.

6. County Easement. Declarant reserves an easement over, across and upon the Parcel for governmental, public service, health and emergency use, including but not limited to, the right of the sheriff to enter upon any part of the Common Area for the purpose of enforcing the law and the right of other governmental authority's or agency's employees, contractors and emergency service personnel to enter upon any part of the Common Area for the purpose of maintenance, fire safety, health or medical emergency purposes, in accordance with and subject to the Declaration.

7. Water and Electric Services. The placement of water and electric meters for service to Owner on the Parcels is beyond the control of Declarant and it is the responsibility of each Owner to make application, seek approval and pay for such the installation of water and electric meters required to provide service to the Parcel. Owners are required to apply to and pay Marilee Special Utility District for a water meter to provide water service to Parcel within 365 days after the closing on an Owner's purchase of a Parcel.

8. Perimeter Fencing. As provided in and subject to the provisions of the Declaration, Declarant or the Landowner Association shall have the right, but not the obligation, to place, construct and erect Perimeter Fence on the Parcel on the fence setback line along any Road or Right–of–Way at the expense of Owner.

9. Setback Requirements. Construction of all Improvements on the Property shall comply with the following setback requirements:

(a) Except as specifically set forth in the Declaration or otherwise permitted by the Architectural Control Committee, all Improvements (except landscaping, driveways, entry features, retaining walls, gates and Perimeter Fencing and adjacent side property line fencing) must be set back from any Road the lesser of (A) one hundred fifty (150) feet, or (B) a distance equal to one–third (1/3) of the from said Road to the farthest boundary line of the Parcel. Provided, however, that the minimum setback from any Road shall not be less than one hundred (100) feet.

(b) Except as specifically set forth in the Declaration or otherwise permitted by the Architectural Control Committee, all Improvements (except landscaping, retaining walls and Perimeter Fencing and side property line fencing) must be set back from the boundary line of any Parcel or Common Area the lesser of (A) fifty (50) feet, or (B) a distance equal to one–fifth (1/5) of the distance from said boundary to the directly opposing boundary line of the Parcel. Provided, however, that the minimum setback from the boundary line of any Parcel or Common Area shall not be less than twenty–five (25) feet.

(c) Notwithstanding the foregoing, either the Architectural Control Committee or Declarant may, by separate Landowner Agreement or by recorded instrument regarding the Property, specify modified setback requirements for Improvements on certain Parcels that are greater than or different from the minimums set forth above, whereupon the Owners of such Parcels must comply with such modified setback requirements.

OSSF NOTES

All lots must utilize alternative type On–Site Sewage Facilities.

> Must maintain state–mandated setback of all On–Site Sewage Facility components from any/all easements and drainage areas, water distribution lines, sharp breaks and/or creeks/rivers/ponds, etc. (Per State regulations).
  - o A large creek/river on the lots will necessitate careful planning to verify that all setbacks are met.

> A portion of lot 9R and all of lot CA–4RRR is located within the 100–year flood plain:
  - o Any OSSF that is located within the 100–year flood plain is subject to special planning requirements.
  - o All electrical/mechanical appurtenances located within the 100–year flood plain must be elevated at least 2' above base flood elevation.
  - o A certificate of elevation establishing base flood elevation and proving that the finished floor will be at least 2' above base flood elevation must accompany any permit application for a structure/OSSF that is proposed to be located within the curvilinear line of the 100–year flood plain. A post–construction certificate of elevation will be required after completion of any construction within the flood plain.

> Tree removal and/or grading for OSSF may be required on individual lots.

> There are no water wells noted in this subdivision and no water wells are allowed without prior approval from Collin County Development Services.

> Each lot is limited to a maximum of 5,000 gallons of treated/disposed sewage each day.

> Individual site evaluations and OSSF design plans (meeting all State and County requirements) must be submitted to and approved by Collin County for each lot prior to construction of any OSSF system.

HEALTH DEPARTMENT CERTIFICATION

I hereby certify that the on–site sewage facilities described on this plat conform to the applicable OSSF laws of the State of Texas, that site elevations have been submitted representing the site conditions in the area in which on–site sewage facilities are planned to be used.

_____ _____
Registered Sanitarian or Designated Representative Date
Collin County Developmental Services

Utility Service Providers

Water – Marilee Special Utility District
[M.S.U.D.]
PO Box 1017
Celina, Tx 75009
(972) 382–3222

Electric – Collin County Electric Coop.
1096 N Waco
Van Alstyne, Tx 75495
(903) 482–7100

Sanitary Sewer – OSSF – Private

PLAT NOTES

1) Blocking the flow of water or construction improvements in drainage easements and filling or obstruction of the floodway is prohibited.

2) The existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by individual owners of the lot or lots that are traversed by or adjacent to the drainage course along or across said lots.

3) Collin County will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion in said drainage ways.

4) Collin County will not be responsible for any damage, personal injury or loss of life or property occasioned by flooding or flooding conditions.

5) All surface drainage easements shall be kept clear of fences, buildings, foundations and plantings, and other obstructions to the operation and maintenance of the drainage facility.

6) Collin County permits are required for building construction, on–site sewage facilities and driveway culverts.

7) Culvert permits are required at all existing county road tie–ins.

8) All private driveway tie–ins to a county maintained road, or road with expectations of being accepted into the county road inventory, must be even with the existing driving surface.

9) The finish floor elevations of all house pads will be at least 18" above the highest elevation of the surrounding ground around the house after final grading.

10) Driveways shall meet Collin County culvert permit requirements. Driveways that do not meet driveway/culvert permit requirements shall be removed and corrected at the owners expense.

11) There are no water wells noted in this subdivision and no water wells are allowed without prior approval from Collin County development services.

12) Source bearing The Hills of Lone Star plat as recorded in Volume Q, Page 631 of the Collin County Map Records.

13) A portion of the subject property lies within a Special Flood Hazard Area subject to inundation by the 1% annual chance flood per Map Number 48085C0045 J of the F.E.M.A. Flood Insurance Rate Maps for Collin County, Texas and Incorporated Areas dated June 2, 2009 (Zone A & X)

OWNER'S CERTIFICATION AND DEDICATION

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS C. Kent Adams dba Lone Star Partners is the owner of two tracts of land situated in the State of Texas, County of Collin, being part of the John L. White Survey, Abstract No. 1014, being all of Lot 9 of The Hills of Lone Star, Phase 6/East Fork South as recorded in Volume 2017, Page 467 of the Collin County Map Records and CA–4RR (Common Area Easement) of The Hills of Lone Star, Phase 6/East Fork South as recorded in Volume 2018, Page 437 of the Collin County Map Records with said premises being more particularly described as follows:

BEGINNING at a Roome capped iron rod found in the curving easterly right–of–way line of Riverbend (variable width right–of–way), marking the northwest corner of said Lot 9, the southwest corner of Lot 10R of The Hills of Lone Star, Phase 6/East Fork South as recorded in Volume 2018, Page 437 of the Collin County Map Records, and being the northwest corner of the herein described premises;

THENCE with the common line between said Lots 9 & 10R, and the north line of said premises as follows: South 87°51'57" East, 657.42 feet to an angle point; South 71°45'26" East, 159.81 feet to a Roome capped iron rod found marking the northeast corner of Lot 9 and a westerly northwest corner of CA–4RR;

THENCE with the common line between said Lots 10R & CA4RR as follows: North 81°58'22" East, 197.95 feet to a point marking the southeast corner of Lot 10R; North 01°20'39" East, 126.38 feet to a point in the meanders of the East Fork of the Trinity River, marking the northeast corner of Lot 10R, the most northerly northwest corner of CA–4RR, and being in the south line of a called 40.00 acre tract as recorded under County Clerk No. 2006089001140460 of the Collin County Land Records;

THENCE with the meanders of the East Fork of the Trinity River, the southerly line of said 40.00 acre tract, the north line of said CA–4RR as follows: North 81°58'22" East, 168.56 feet to a point; South 47°50'41" East, 81.58 feet to a point marking the northeast corner of CA–4RR, said premises, and being the prolongation of the center line of County Road 177 (running north–south);

THENCE departing the meanders of the East Fork of the Trinity River, with the center line of County Road No. 177, the east line of CA–4RR, said premises, and the east line of a 30 foot road easement recorded under County Clerk No. 20091229001545820 of the Collin County Land Records, South 02°21'25" East, 757.16 feet to a point marking the southeast corner of CA–4RR, said premises, and being in the north line of a called 124.09 acre tract as recorded in Volume 1066, Page 126 of the Collin County Land Records;

THENCE with the north line of said 124.09 acre tract, the south line of CA–4RR, and the south line of said premises, North 86°35'24" West, 1,175.33 feet to a point marking the southwest corner of CA–4RR, said premises, and the southeast corner of Lot 7R of The Hills of Lone Star Phase 6/East Fork South as recorded in Volume 2018, Page 138 of the Collin County Map Records;

THENCE with a common line between Lot 7R and CA–4RR, and the west line of said premises, North 03°17'00" East, 304.59 feet to a Roome capped iron rod found in the curving south right–of–way line of Riverbend (variable width right–of–way), marking the most westerly northwest corner of CA–4RR, and the most easterly northeast corner of Lot 7R;

THENCE with the curving southerly right–of–way line of said Riverbend, and the northerly line of CA–4RR, northeasterly along a curve to the left having a central angle of 30°14'36" for an arc distance of 30.35 feet with a radius of 57.50 feet (chord = South 86°43'00" East, 30.00 feet) to a Roome capped iron rod found for an interior corner of CA–4RR, said premises, and the western most northwest corner of Lot 8R of The Hills of Lone Star, Phase 6/East Fork South as recorded in Volume 2018, Page 137 of the Collin County Map Records;

THENCE departing said right–of–way line, with the common line of said Lot 8R & CA–4RR, and the interior lines of said premises as follows: South 03°17'00" West, 224.73 feet to a point for corner; South 41°39'12" East, 70.68 feet to a point for corner; South 86°35'24" East, 786.73 feet to a point for corner; North 03°32'20" East, 255.45 feet to a point marking the northeast corner of Lot 8R, and being an interior corner on a west line of CA–4RR;

THENCE with the south line of Lot 9 and the north line of Lot 8R as follows: North 71°45'26" West, 267.49 feet to Roome capped iron rod found for angle point; North 85°54'51" West, 536.91 feet to a Roome capped iron rod found in the curving east right–of–way line of Riverbend, marking the most northerly northwest corner of Lot 8R, and the southwest corner of Lot 9;

THENCE with the curving easterly right–of–way line of Riverbend, the west line of said Lot 9, and the west line of said premises as follows: northwesterly along a curve to the left having a central angle of 72°06'12" for an arc distance of 72.36 feet with a radius of 57.50 feet (chord = North 32°46'06" West, 67.68 feet) to a point for reverse curve; northwesterly along a curve to the right having a central angle of 42°29'44" for an arc distance of 92.71 feet with a radius of 125.00 feet (chord = North 47°34'20" West, 90.60 feet) to a point of compound curve; northwesterly along a curve to the right having a central angle of 07°20'25" for an arc distance of 60.85 feet with a radius of 475.00 feet (chord = North 22°39'15" West, 60.81 feet) to a point of reverse curve; northwesterly along a curve to the left having a central angle of 28°29'15" for an arc distance 124.40 feet with a radius of 375.00 feet (chord = North 28°29'15" West, 123.83 feet) to the place of beginning and containing 11.614 acres of land.

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, F. E. Bemenderfer Jr., do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my supervision. All easements of which I have knowledge or have been advised of are shown. This plat was prepared in accordance with the subdivision rules and regulations of Collin County, Texas.

_____
F. E. Bemenderfer Jr.
Registered Professional
Land Surveyor No. 4051

STATE OF TEXAS
REGISTERED
F.E. BEMENDERFER JR.
4051
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **F.E. Bemenderfer Jr.**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7th day of October, 2019.

_____
Notary Public for the
State of Texas

ORTENCIA BORJAS
My Notary ID # 128023878
Expires August 25, 2021

THIS PLAT IS APPROVED BY THE COLLIN COUNTY COMMISSIONERS COURT

this the ___ day of_____, 2019.

_____
Collin County Judge
Chris Hill

Final Plat of

Lot 9R and CA-4RRR
The Hills of Lone Star,
Phase 6/East Fork South
11.614 Acres

being a Replat of Lot 9 & CA-4RR
The Hills of Lone Star, Phase 6/East Fork South
as recorded in Volume 2017, Page 467 , CCMR
& CA-4RR, The Hills of Lone Star, Phase 6/East Fork South
as recorded in Volume 2018, Page 437 , CCMR
John L. White Survey, Abstract No. 1014
Collin County, Texas
September 2019

 P/AC/201903/AC856602.dwg

Surveyor:
Roome Land Surveying
2000 Ave G, Suite 810
Plano, Tx 75074
(972) 423–4372
email:fredb@roomeinc.com
Attn: Fred Bemenderfer

Engineer:
Kimley–Horn
260 East Davis Street, Suite 100
McKinney, Texas 75069
(O) 469–301–2585
(M) 817–205–2064
Contact: Eric T. Jeske, P.E.

Owner: Lot 9 & CA–4RR
C. Kent Adams
dba Lone Star Partners
2160 Lone Star Rd.
Celina, Texas 75009
(O) 214–532–4114
(F) 972–382–3999

Roome
Land Surveying
2000 Avenue G, Suite 810
Plano, Texas 75074
Phone (972) 423-4372 / Fax (972) 423-7523
www.roomesurveying.com / Firm No. 10013100