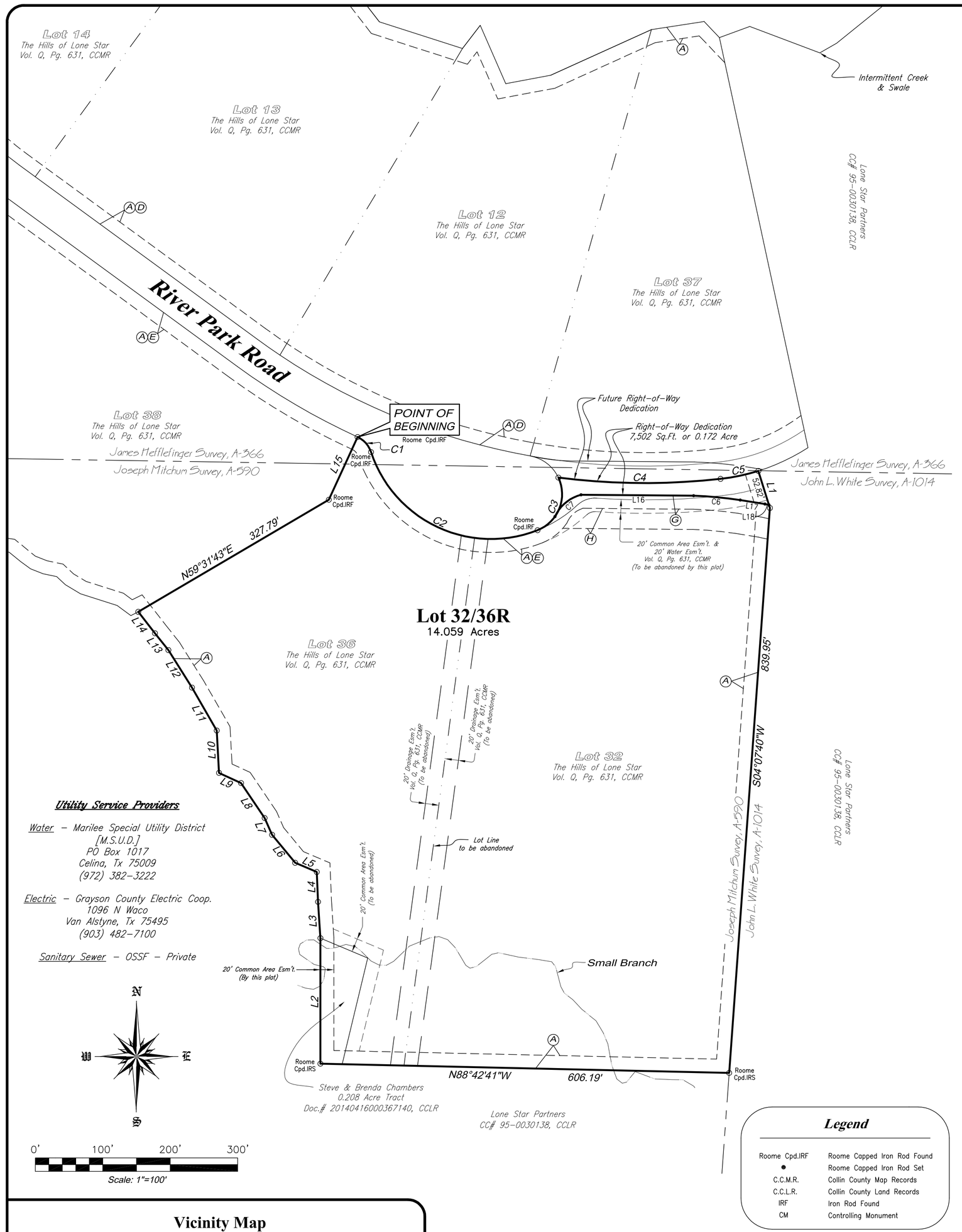


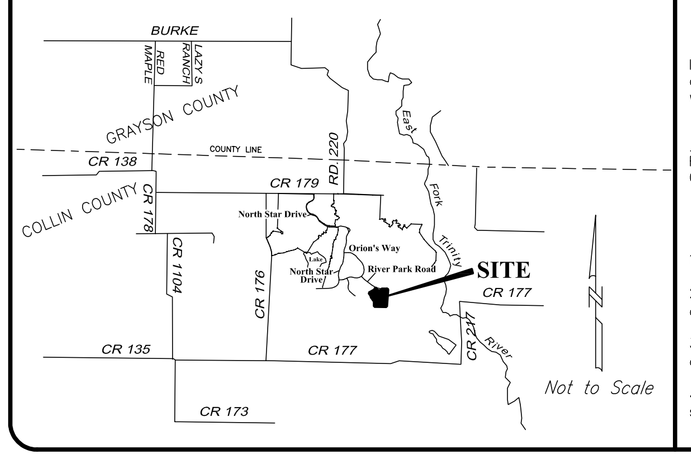
Utility Service Providers

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

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

Sanitary Sewer – OSSF – Private

Vicinity Map



METES AND BOUNDS DESCRIPTION

SITUATED in the State of Texas and County of Collin, being part of the James Hefflefinger Survey, Abstract No. 366 and the Joseph Mitchum Survey, Abstract No. 590, being all of Lots 32 & 36 of The Hills of Lone Star, an addition to Collin County as recorded in Volume Q, Page 631 of the Collin County Map Records and being part all of a 0.208 acre tract of land as recorded under Document No. 20140416000367140 of the Collin County Land Records with said premises being more particularly described as follows:

BEGINNING at a Roome capped iron rod found in the curving south right-of-way line of River Park Road marking the northwest corner of Lot 36, the northwest corner of said premises, the northeast corner of Lot 38 of said addition, and being the beginning of a curve to the right;

THENCE with the south right-of-way line of River Park Road, the north line of Lot 36, the north line of Lot 32, and the north line of said premises as follows: southeasterly along said curve through a central angle of 47°09'20" for an arc distance of 30.86 feet and having a radius of 37.50 feet (chord = South 41°47'28" East, 30.00 feet) to a Roome capped iron rod found marking the point of reverse curvature of a curve to the left; southeasterly along said curve through a central angle of 93°18'16" for an arc distance of 305.34 feet and having a radius of 187.50 feet (chord = South 64°51'55" East, 272.70 feet) to a Roome capped iron rod found marking the point of compound curvature of a curve to the left; northeasterly along said curve through a central angle of 93°42'11" for an arc distance of 94.04 feet and having a radius of 57.50 feet (chord = North 21°37'51" East, 83.90 feet) to a point for corner marking the most northerly northwest corner of Lot 32, the most northerly northwest corner of said premises, the southwest corner of Lot 37 of said addition, and being the beginning of a curve to the left;

THENCE with the north line of Lot 32, the north line of said premises and the south line of said Lot 37 as follows: southeasterly along said curve through a central angle of 13°32'38" for an arc distance of 240.94 feet and having a radius of 1,019.27 feet (chord = South 89°33'01" East, 240.38 feet) to a point of compound curvature of a curve to the left; northeasterly along said curve through a central angle of 10°57'49" for an arc distance of 57.41 feet and having a radius of 300.00 feet (chord = North 78°08'47" East, 57.32 feet) to a point for corner marking the northeast corner of Lot 32 and the northeast corner of said premises;

THENCE with the east line of Lot 32 and the east line of said premises, South 17°20'07" East, 57.53 feet and South 04°07'40" West, 839.95 feet to a Roome capped iron rod set marking the southeast corner of Lot 32 and the southeast corner of said premises;

THENCE with the south line of Lot 32, the south line of Lot 36, and the south line of said premises, North 88°42'41" West, passing the southwest corner of Lot 36 and the southeast corner of said 0.208 acre tract at 573.98 feet and continuing along the south line of said 0.208 acre tract for a total distance of 606.19 feet to a Roome capped iron rod set marking the southwest corner of said 0.208 acre tract and the southwest corner of said premises;

THENCE with the west line of said 0.208 acre tract and a west line of said premises, North, 186.16 feet to a point for corner marking a southwest corner of Lot 36 and the northwest corner of said 0.208 acre tract;

THENCE with the south line of Lot 36 and the south line of said premises as follows: North 03°47'39" West, 53.97 feet; North 02°19'24" West, 44.34 feet; North 67°00'17" West, 34.86 feet; North 39°29'52" West, 53.81 feet; North 23°52'43" West, 27.21 feet; North 34°00'24" West, 62.52 feet; North 65°12'35" West, 35.97 feet; North 03°06'25" West, 62.89 feet; North 29°56'59" West, 73.51 feet; North 32°09'33" West, 65.73 feet; North 38°33'31" West, 31.95 feet; North 37°56'34" West, 40.26 feet to a point for corner marking the most westerly southwest corner of Lot 36, the most westerly southwest corner of said premises, and being in the east line of the aforementioned Lot 38;

THENCE with the west line of Lot 36, the west line of said premises, and the east line of said Lot 38, North 59°31'43" East, 327.79 feet to a Roome capped iron rod found and North 24°37'52" East, 102.33 feet to the point of beginning and containing 14.231 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, Steve & Brenda Chambers, the owners, do hereby adopt this plat designating the hereinabove described property as ***LOT 32/36R of THE HILLS OF LONE STAR***, an addition to Collin County, Texas, and do 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 _____, 2014.

_____ _____
Steve Chambers Brenda Chambers

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 ***Steve Chambers***, 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 _____, 2014.

_____
Notary Public for the
State of Texas

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 ***Brenda Chambers***, 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 _____, 2014.

_____
Notary Public for the
State of Texas

Legend

Roome Cpd.IRF	Roome Capped Iron Rod Found
●	Roome Capped Iron Rod Set
C.C.M.R.	Collin County Map Records
C.C.L.R.	Collin County Land Records
IRF	Iron Rod Found
CM	Controlling Monument

Easement Legend

All Platted Easements Below Per The Hills of Lone Star Vol. Q, Pg. 631, CCMR

- (A) *20' Common Area Easement*
- (B) *Water Easement*
- (C) *17' Electric Easement*
- (D) *20' Electric Easement*
- (E) *20' Water Easement*
- (F) *30' Common Area Easement*
- C.A.E. *Common Area Easement*

All Easements Below are created by this plat

- (G) *20' Common Area Easement & 20' GCEC Easement*
- (H) *30' MSUD Easement*

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

OSSF NOTES

1. All lots must utilize alternative type On-Site Sewage Facilities.

2. Must maintain state-mandated setback of all On-Site Sewage Facility components from any/all easements and drainage area, sharp breaks and or/creeks/rivers/ponds, etc. (Per State regulations).

3. Tree removal and lot grading may be required on individual lots for On-Site Sewage Facility installation and/or operation.

4. 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.

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. 05-0107394 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 Declarationcontain 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 asUntil 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, bootling 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 Gunter 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 otherwise specifically set forth in the Declaration or otherwise permitted by the Architectural Control Committee, all Improvements (except landscaping) must be set back a minimum of one hundred (100) feet from any Road and a minimum of 50' on the rear and side yards.

(b) Except as otherwise specifically set forth in the Declaration or otherwise permitted by the Architectural Control Committee, all Improvements (except fences, walls and landscaping) must be set back a minimum of fifty (50) feet from any boundary of any Common Area or Parcel;

(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.

Curve Table

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	30.86'	37.50'	47°09'20"	S41°47'28"E	30.00'
C2	305.34'	187.50'	93°18'16"	S64°51'55"E	272.70'
C3	94.04'	57.50'	93°42'11"	N21°37'51"E	83.90'
C4	240.94'	1019.27'	13°32'38"	S89°33'01"E	240.38'
C5	57.41'	300.00'	10°57'49"	N78°08'47"E	57.32'
C6	69.52'	589.31'	6°45'33"	N84°42'43"W	69.48'
C7	52.18'	58.33'	51°15'21"	S50°10'15"W	50.46'

Line Table

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S17°20'07"E	57.53'	L10	N03°06'25"W	62.89'
L2	North	186.16'	L11	N29°56'59"W	73.51'
L3	N03°47'39"W	53.97'	L12	N32°09'33"W	65.73'
L4	N02°19'24"W	44.34'	L13	N38°33'31"W	31.95'
L5	N67°00'17"W	34.86'	L14	N37°56'34"W	40.26'
L6	N39°29'52"W	53.81'	L15	N24°37'52"E	102.33'
L7	N23°52'43"W	27.21'	L16	S89°31'23"E	166.87'
L8	N34°00'24"W	62.52'	L17	S80°52'53"E	37.07'
L9	N65°12'35"W	35.97'	L18	S77°05'05"E	6.12'

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.

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

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

8) All private driveway tie-ins to a county maintained roadway must be even with the existing driveway surface.

9) 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.

10) No part of the subject property lies within a Special Flood Hazard Area inundated by 100-year 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 X).

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
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 _____ day of _____, 2014.

_____
Notary Public for the
State of Texas

THIS PLAT IS APPROVED BY THE COLLIN COUNTY COMMISSIONERS COURT this the _____ day of _____, 2014.

_____
Collin County Judge

Final Plat of
Lot 32/36R
The Hills of Lone Star

being a Replat of Lots 32 & 36
The Hills of Lone Star
as recorded in Volume Q, Page 631, CCMR
and all of a 0.208 acre tract as recorded
under Doc.# 20140416000367140, CCLR
James Hefflefinger Survey, Abstract No. 366
Joseph Mitchum Survey, Abstract No. 590
Collin County, Texas
April 2014

ENGINEER
Helmberger Associates, Inc.
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Wylie, Texas 75098
(O) 972-442-7459
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Contact: Joseph Helmberger

OWNER
Steve & Brenda Chambers
1500 Bledsoe Road
Gunter, Texas 75058

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