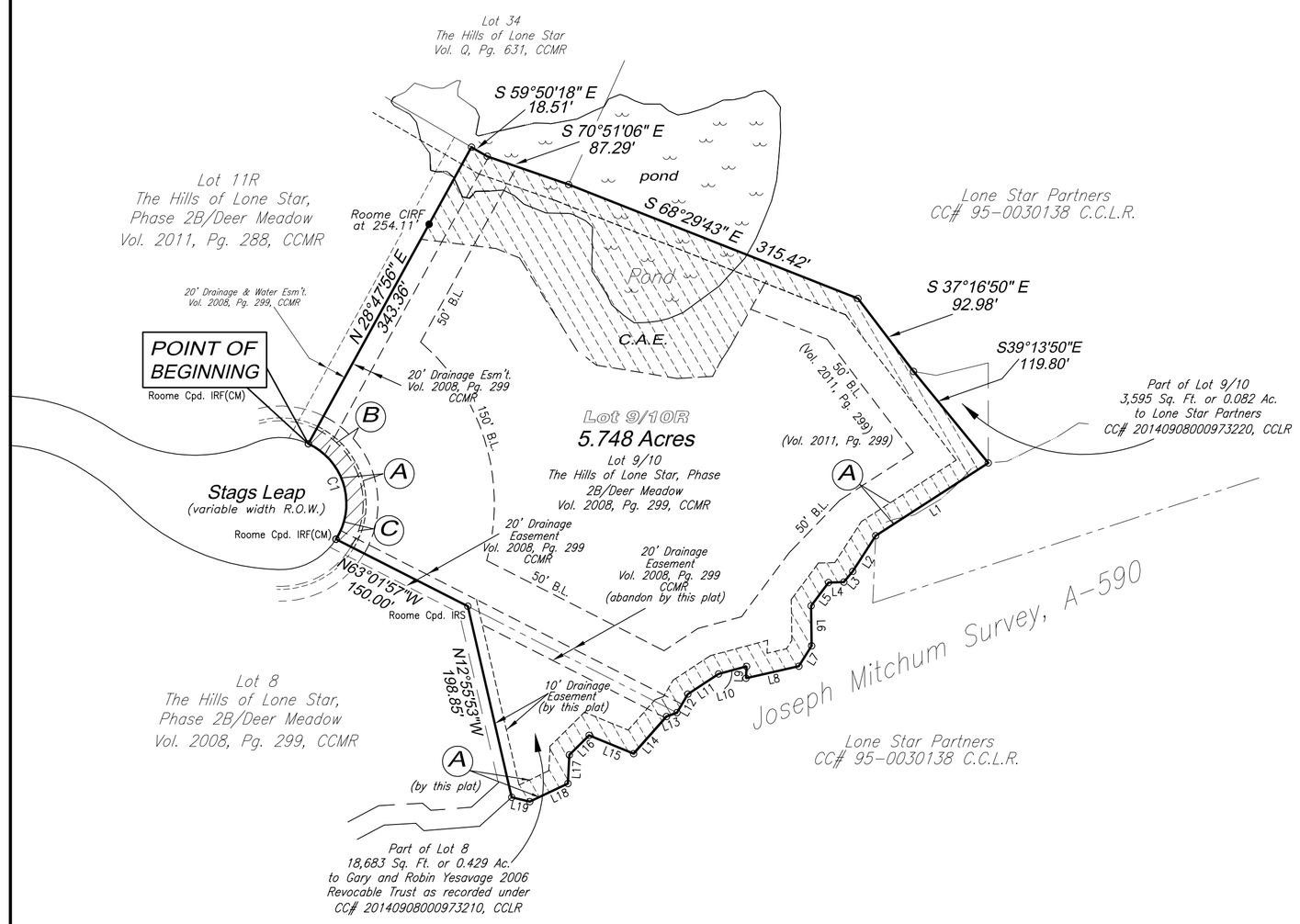


Curve & Line Data

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	114.10'	67.00'	97°34'18"	N16°08'54"W	100.80'

LINE	BEARING	DISTANCE
L1	S57°05'33"W	135.95'
L2	S32°46'37"W	42.97'
L3	S39°40'11"W	14.14'
L4	S88°26'34"W	15.57'
L5	S36°38'48"W	29.50'
L6	S00°45'37"E	40.62'
L7	S32°06'43"W	24.38'
L8	S77°13'52"W	55.00'
L9	N02°55'22"E	12.01'
L10	S74°55'02"W	29.47'

LINE	BEARING	DISTANCE
L11	S56°45'21"W	37.23'
L12	S30°22'17"W	21.81'
L13	S69°25'02"W	11.29'
L14	S41°33'59"W	50.32'
L15	N67°35'48"W	39.90'
L16	S45°16'16"W	28.25'
L17	S02°54'32"W	29.05'
L18	S64°33'39"W	42.75'
L19	N76°34'54"W	18.86'

OWNER'S CERTIFICATION AND DEDICATION

WHEREAS Gary and Robin Yesavage 2006 Revocable Trust, is the owner of a tract of land situated in the State of Texas, County of Collin, being part of the Joseph Mitcham Survey, Abstract No. 590, being part of Lot 9/10, The Hills of Lone Star, Phase 2B/Deer Meadow, an addition to Collin County as recorded in Volume 2008, Page 299 of the Collin County Map Records, less a 3,595 square foot parcel deeded to Lone Star Partners under County Clerk No. 20140908000973220, and being all of a 18,683 square foot parcel deeded from Lone Star Partners to said Trust as recorded under County Clerk No. 20140908000973210 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 east right-of-way line of Stags Leap (a dedicated R.O.W.) marking the southeast of Lot 11R, The Hills of Lone Star, Phase 2B/Deer Meadow, an addition to Collin County as recorded in Volume 2011, Page 288 of the Collin County Map Records, the most westerly corner of Lot 9/10, and the most westerly corner of the herein described premises;

THENCE departing said right-of-way, with the northwest line of said Lot 9/10 and said premises, and the southeast line of said Lot 11R, North 28°47'56" East, passing at 254.11 feet a Roome capped iron rod found for reference and continuing for a total distance of 343.36 feet to a point in a pond marking the most northerly corner of said Lot 9/10, said premises, the northeast corner of Lot 11R, and being in a southwest line of Lot 34 of The Hills of Lone Star, an addition to Collin County as recorded in Volume Q, Page 631 of the Collin County Map Records;

THENCE with the northeast line of said Lot 9/10, said premises, and the southwest line of Lot 34 as follows: South 59°50'18" East, 18.51 feet to a point in said pond; South 70°51'06" East, 87.29 feet to a point in said pond marking the most southerly southeast corner of Lot 34 and being in the west line of a Lone Star Partners tract as recorded under County Clerk No. 95-0030138 of the Collin County Land Records;

THENCE with the northeasterly and easterly line of said premises and the southwesterly line of said Lone Star Partners tract as follows: South 68°29'43" East, 315.42 feet to a point; South 37°16'50" East, 92.98 feet to a point marking the the northwest corner of the aforementioned 3,595 square foot parcel;

THENCE continuing with the easterly line of said premises, and the west line of said 3,595 square foot parcel, South 39°13'50" East, 119.80 feet to the most easterly southeast corner of said premises and the most southerly corner of said 3,595 square foot parcel;

THENCE with the south line of said Lot 9/10, said premises, and the north line of a Lone Star Partners property as follows: South 57°05'33" West, 135.95 feet; South 32°46'37" West, 42.97 feet; South 39°40'11" West, 14.14 feet; South 88°26'34" West, 15.57 feet; South 36°38'48" West, 29.50 feet; South 00°45'37" East, 40.62 feet; South 32°06'43" West, 24.38 feet; South 77°13'52" West, 55.00 feet; North 02°55'22" East, 12.01 feet; South 74°55'02" West, 29.47 feet; South 56°45'21" West, 37.23 feet and South 30°22'17" West, 21.81 feet to the most easterly corner of said 18,683 square foot parcel, and continuing with its southeast line and the southeast line of said premises as follows: South 69°25'02" West, 11.29 feet; South 41°33'59" West, 50.32 feet; North 67°35'48" West, 48.77 feet; South 45°16'16" West, 28.25 feet; South 02°54'32" West; 29.05 feet; South 64°33'39" West, 42.75 feet and North 76°34'54" West, 18.86 feet to the southwest corner of said premises, the southwest corner of said 18,683 square foot parcel, and the southeast corner of Lot 8, The Hills of Lone Star, Phase 2B/Deer Meadow, an addition to Collin County as recorded in Volume 2008, Page 299 of the Collin County Map Records;

THENCE with the westerly line of said premises, and the easterly line of Lot 8, North 12°55'53" East, 198.85 feet to a Roome capped iron rod set marking the most northerly corner of said 18,683 square foot parcel;

THENCE with the southwest line of said premises, said Lot 9/10, and the northeast line of Lot 8, North 63°01'57" West, 150.00 feet to a Roome capped iron rod found in the curving east right-of-way line of Stags Leap marking the most westerly southwest corner of Lot 9/10, said premises, and the most northerly northeast corner of said Lot 8;

THENCE northwesterly with the curving easterly right-of-way line of Stags Leap and the westerly line of said premises, a curve to the left with a central angle of 97°34'18" with a radius of 67.00 feet, for an arc distance of 114.10 feet (chord = North 16°08'54" West, 100.80 feet) to the point of beginning and containing 5.748 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, Gary and Robin Yesavage 2006 Revocable Trust, the owner, do hereby adopt this plat designating the hereinabove described property as ***LOT 9/10R of the THE HILLS OF LONE STAR, PHASE 2B/DEER MEADOW***, 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.

_____
Gary Gerard Yesavage, Co-Trustee of the
Gary and Robin Yesavage Revocable Trust

_____
Robin Gail Yesavage, Co-Trustee of the
Gary and Robin Yesavage Revocable Trust

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

On September ___, 2014 before me, _____, Notary Public for the State of California, personally appeared Gary Gerard Yesavage and Robin Gail Yesavage, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public

_____
Place Notary Seal Above

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. 20070412000495330 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, booting 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.

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
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 ___ 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

Utility Service Providers

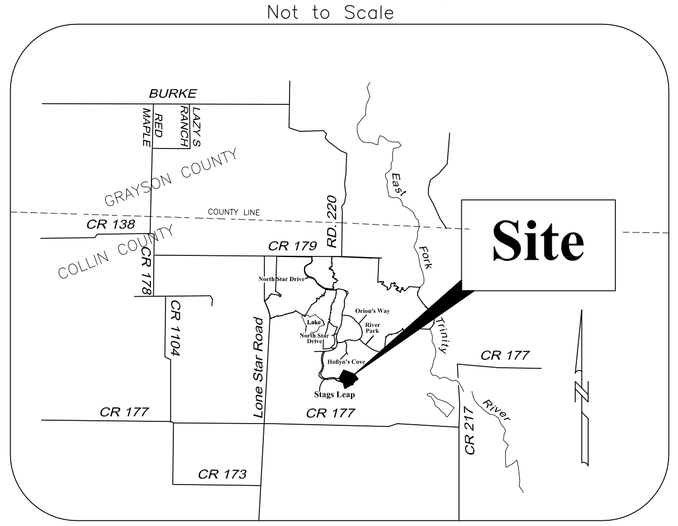
Water - Marilee Special Utility District
[M.S.U.D.]
PO Box 1017
Celina, Tx 75009
(972) 382-3222

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

Sanitary Sewer - OSSF - Private

Vicinity Map

Not to Scale



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

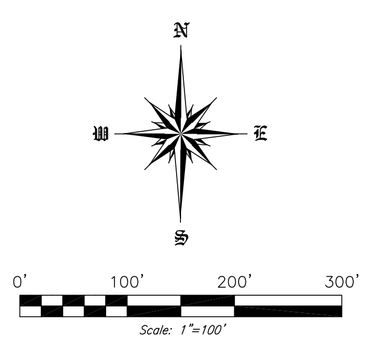
OSSF NOTES

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.



Easement Legend

All Platted Easements Below Per The Hills of Lone Star, Phase 2B/Deer Meadow Vol. 2008, Pg. 299, CCMR

D.E.	*Drainage Easement*
(A)	*20' Common Area Easement*
(B)	*20' Water Easement*
(C)	*20' Electric Easement*
C.A.E.	*Common Area Easement*

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

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).

Final Plat of

Lot 9/10R

The Hills of Lone Star, Phase 2B/Deer Meadow

being a Replat of Lot 9/10
The Hills of Lone Star, Phase 2B/Deer Meadow
as recorded in Volume 2008, Page 299
of the Collin County Map Records
less a 3,595 Square Foot Parcel as recorded
under CC# 20140908000973220
of the Collin County Land Records
and being all of a 18,683 Square Foot Parcel as recorded
under CC# 20140908000973210
of the Collin County Land Records
Joseph Mitchum Survey, Abstract No. 590
Collin County, Texas
September 2014

P:/AC/2014Q3/LB114270.dwg

OWNERS
Gary and Robin Yesavage
512 Kingsbridge Ct.
San Ramos, CA 94583
310-245-2684
Contact: Gary Yesavage

Roome Land Surveying, Inc.
2000 Avenue G, Suite 810
Plano, Texas 75074
Phone (972) 423-4372 / Fax (972) 423-7523
www.roomesurveying.com