

**METES AND BOUNDS DESCRIPTION**

SITUATED in the State of Texas, County of Collin, being part of the James Hefflefinger Survey, Abstract No. 366, being all of Lots 1 & 2 of The Hills of Lone Star, Phase 2A/Bear Creek, an addition to Collin County as recorded in Volume 2008, Page 298, being Lot 3R of Lots 3R & 5R of The Hills of Lone Star, Phase 2A/Bear Creek, an addition to Collin County as recorded in Volume 2010, Page 60 of the Collin County Map Records, being part of Common Area Easement as shown in the southeast corner of said The Hills of Lone Star, Phase 2A/Bear Creek, recorded in Volume 2008, Page 298 of the Collin County Map Records with said premises being more particularly described as follows:

BEGINNING at a Room capped iron rod found in the curving east right-of-way line of Bear Creek marking the northwest corner of said Lot 3R, the northeast corner of said premises, and the southwest corner of Lot 5R of said Lots 3R & 5R of The Hills of Lone Star, Phase 2A/Bear Creek;

THENCE with the north line of said Lot 3R, said premises, and the south line of Lot 5R, North 89°44'19" East, passing a Room capped iron rod found for a total distance of 590.94 feet to a point for corner in a small branch (creek) marking the northeast corner of Lot 3R, the northeast corner of said premises, the southeast corner of Lot 5R, and being in the west line of Lot 28 of The Hills of Lone Star, an addition to Collin County as recorded in Volume 0, Page 31 of the Collin County Map Records.

THENCE with the east line of Lot 3R, the east line of said premises, the west line of Lot 28, and the downstream meanders of said small branch as follows: South 61°38'51" East, 66.97 feet; South 44°57'28" West, 26.89 feet; South 21°37'18" West, 32.99 feet; South 05°00'16" West, 99.68 feet; North 84°45'48" East, 49.80 feet; South 10°33'46" East, 54.72 feet; South 60°48'26" East, 104.35 feet; South 25°14'39" East, 43.88 feet; North 67°53'27" East, 47.96 feet; South 39°47'44" East, 99.22 feet to a point marking the southeast corner of Lot 3R, the southwest corner of Lot 28, the northwest corner of Lot 21 of The Hills of Lone Star, and the northeast corner of Lot 2 of The Hills of Lone Star, Phase 2A/Bear Creek;

THENCE continuing with the east line said premises, the east line of Lots 1 & 2, on east line of the aforementioned Common Area Easement, the west line of Lot 21, and the downstream meanders of said small branch as follows: South 43°48'16" West, 131.69 feet; South 84°59'02" West, 89.89 feet; South 11°35'22" West, passing at 141.05 feet the southeast corner of Lot 2 and the northeast corner of said Common Area Easement, and continuing with the east line of said Common Area Easement a total distance of 194.30 feet to a point for corner; South 26°39'04" East, 58.46 feet; South 02°19' 58" West 52.35 feet to a point for corner in the north right-of-way line of North Star Drive (50' Right-of-Way), marking the southeast corner of Lot 21 of The Hills of Lone Star, and the southeast corner of the herein described premises;

THENCE with the south line of said Common Area Easement, the south line of Lot 1, the north right-of-way line of North Star Drive, and the most southerly south line of said premises as follows: South 86°31'09" West, 19.29 feet to a Room capped iron rod found marking the beginning of a curve to the right; northwesterly along said curve through a central angle of 40°29'37" for an arc distance of 42.78 feet and having a radius of 475.00 feet (chord = South 89°07'14" West, 42.78 feet) to a Room capped iron rod found marking a point of tangency; North 88°17'58" West, 143.01 feet to a found Room capped iron rod; North 87°03'37" West, 120.59 feet to a Room capped iron rod found marking the beginning of a curve to the right; northwesterly along said curve through a central angle of 27°16'57" for an arc distance of 233.31 feet and having a radius of 489.97 feet (chord = North 68°24'49" West, 231.11 feet) to a Room capped iron rod found marking the point of reverse curvature of a curve to the left; northwesterly along said curve through a central angle of 06°01'27" for an arc distance of 204.96 feet and having a radius of 1949.38 feet (chord = North 55°09'44" West, 204.87 feet) to a Room capped iron rod found marking the point of reverse curvature of a curve to the left; northwesterly along a curve having a central angle of 105°74" for an arc distance of 64.14 feet and having a radius of 335.20 feet (chord = North 52°33'09" West, 64.04 feet) to a Room capped iron rod found in the east right-of-way line of Bear Creek (variable width Right-of-Way), the southwest corner of Lot 1, and marking the southwest corner of said premises;

Thence with the curving east right-of-way line of Bear Creek, the west line of Lots 1, 2 and 3R, and the west line of said premises as follows: northwesterly along said curve through a central angle of 37°43'36" for an arc distance of 184.76 feet and having a radius of 250.00 feet (chord = North 37°38'09" East, 161.80 feet) to a Room capped iron rod found marking the point of reverse curvature of a curve to the left; northwesterly along said curve through a central angle of 06°25'20" for an arc distance of 58.85 feet and having a radius of 525.00 feet (chord = North 53°18'17" East, 58.82 feet) to a Room capped iron rod found marking the point of reverse curvature of a curve to the right; northwesterly along said curve through a central angle of 10°32'57" for an arc distance of 34.52 feet and having a radius of 187.50 feet (chord = North 55°22'06" East, 34.47 feet) to a Room capped iron rod found marking the point of reverse curvature of a curve to the left; northwesterly along said curve through a central angle of 92°17'58" for an arc distance of 293.98 feet and having a radius of 182.49 feet (chord = North 14°29'36" East, 263.21 feet) to a Room capped iron rod found marking the point of compound curvature of a curve to the left; northwesterly along said curve through a central angle of 17°18'21" for an arc distance of 114.02 feet and having a radius of 377.50 feet (chord = North 40°18'33" West, 113.59 feet) to the point of beginning and containing 11.014 acres of land.

**BOUNDARY LINE TABLE**

LINE	BEARING	DISTANCE
L1	S61°38'51"E	66.97
L2	S44°57'28"W	26.89
L3	S21°37'18"W	32.99
L4	S05°00'16"W	99.68
L5	N84°45'48"E	49.80
L6	S10°33'46"E	54.72
L7	S60°48'26"E	104.35
L8	S25°14'39"E	43.88
L9	N67°53'27"E	47.96
L10	S39°47'44"E	99.22
L11	S43°48'16"W	131.69
L12	S84°59'02"W	89.89
L13	S11°35'22"W	194.30
L14	S26°39'04"E	58.46
L15	S02°19'58"W	52.35
L16	S86°31'09"W	19.29
L17	N88°17'58"W	143.01
L18	N87°03'37"W	120.59

**NOTICE TO ALL MEN BY THESE PRESENTS:**

That, **C. Kent Adams dba Lone Star Partners and Kay Geddings**, the owners, do hereby adopt this plat designating the hereinabove described property as **LOTS 1/2R & 2/3R of THE HILLS OF LONE STAR, PHASE 2A/BEAR CREEK**, 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, patroling, 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 \_\_\_\_\_, 2017.

**C. Kent Adams dba Lone Star Partners** **Kay Geddings**

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**, 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 \_\_\_\_\_, 2017.

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 **Kay Geddings**, 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 \_\_\_\_\_, 2017.

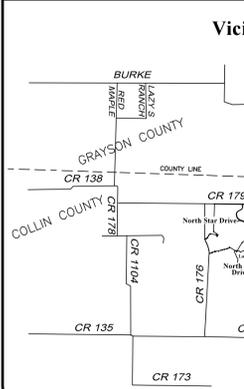
Notary Public for the State of Texas

**Boundary Curve Table**

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	42.78	475.00	5°09'37"	S89°07'14"W	42.78
C2	233.31	489.97	27°16'57"	N68°24'49"W	231.11
C3	204.96	1,949.38	6°01'27"	N55°09'44"W	204.87
C4	64.14	335.20	10°57'47"	N52°33'09"W	64.04
C5	164.76	250.00	37°45'36"	N37°38'09"E	161.80
C6	58.85	525.00	6°25'20"	N53°18'17"E	58.82
C7	34.52	187.50	10°32'57"	N55°22'06"E	34.47
C8	105.36	182.49	33°04'47"	N44°06'11"E	103.90
C9	188.62	182.49	59°13'10"	N02°02'48"W	180.33
C10	114.02	377.50	17°18'21"	N40°18'33"W	113.59
C11	293.98	182.49	92°17'58"	N14°29'36"E	263.21

**Legend**

Room Capped Iron Rod	Room Capped Iron Rod Set
Room Capped Iron Rod Found	Room Capped Iron Rod Found
Collin County Map Records	Collin County Map Records
Collin County Land Records	Collin County Land Records
IRF	Iron Rod Found



**General Notes**

- The owner of fee simple title to every individual lot of land within the subdivision must be a member of the homeowners association.
- The homeowners' association must have the authority to collect membership fees.
- The homeowners' association must be responsible for the maintenance of all common areas and all screening walls both within and outside of the public right-of-way.
- The homeowners' association must grant the county right of access to common areas to abate any nuisances thereon, and attach a lien for the prorated cost of abatement upon each individual lot.
- The homeowners' association shall indemnify and hold the county harmless from any and all costs, expenses, with the county's maintenance of common areas.
- The homeowners' association shall enter into a license agreement with Collin County, where right-of-way has been dedicated for the purpose of providing landscaping, additional areas for sidewalks, walls, or other amenities, and shall be withholding of utilities and building permits.
- Selling off a portion of this addition by metes and bounds description, without a replat being approved by the Collin County Commissioners Court, is a violation of county ordinance and state law and is subject to fines and penalties.
- Visibility Notes. Intersection visibility triangles shall be shown and maintained in accordance with the County Design Manual.

**Utility Service Providers**

Marilee Special Utility District (M.S.U.D.)  
Grayson Collin Electric Coop.  
Sanitary Sewer - OSSF - Private

**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 evaluations 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  
Collin County Development Services

Date \_\_\_\_\_

**PLAT NOTES**

- Blocking the flow of water or construction improvements in drainage easements and filling or obstruction of the roadway is prohibited.
- 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 not are traversed by or adjacent to the drainage course along or across said lots.
- 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.
- Collin County will not be responsible for any damage, personal injury or loss of life or property occasioned by flooding or flooding conditions.
- Collin County permits are required for building construction, on-site sewage facilities and driveway curbs.
- All private driveway tie-ins to a county maintained roadway must be even with the existing driveway surface.
- 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.
- As shown a portion of the lots lie within a Special Flood Hazard Area inundated by 100-year flood per a Floodplain Study and Dam Breach Study performed by Nathan D. Moser Engineering as reflected on Map Number 480650045 of the F.E.D. Flood Insurance Rate Maps for Collin County, Texas and incorporated Areas dated June 2, 2009 (Zone AE and Zone X).
- 100-year Flood Elevation as shown has been verified to be 2' above the BFE (Base Flood Elevation).

**Easement Legend**

All Platted Easements Below Per The Hills of Lone Star, Phase 2A/Bear Creek Vol. 2008, Pg. 298, CCMR

D.E.	Drainage Easement
(A)	20' Common Area Easement
(B)	Water Easement
(C)	17' Electric Easement
(D)	Kimley-Horn Kay Geddings
(E)	20' Electric Easement
(F)	20' Water Easement
(G)	30' Common Area Easement
C.A.E.	Common Area Easement

**Final Plat of Lots 1/2R & 2/3R The Hills of Lone Star, Phase 2A/Bear Creek 11.014 Acres**

being a Replat of Lots 1 & 2 of The Hills of Lone Star, Phase 2A/Bear Creek as recorded in Volume 2008, Page 298 and Lot 3R of the Final Plat of Lots 3R & 5R of The Hills of Lone Star, Phase 2A/Bear Creek as recorded in Volume 2010, Page 60 of the Collin County Map Records James Hefflefinger Survey, Abstract No. 366 Collin County, Texas August 2017

Revised OSSF Notes 8/21/2017 P:\ACI\201701\ACI837265.dwg

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

**NOTES AFFECTING ALL LOTS**

- 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 amendment recorded at Clerk's File No. 20070412000495330 in the Real Property Records of Collin County, Texas.
- 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 waives 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. Each Landowner Agreement shall have the effect of supplementing, or modifying and/or waiving, as the case may be, the Declaration, but only as to the 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.
- Common Area. A portion of the Parcel being 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 used for landscaping, trails, recreation, parks, greenbelt, drainage, equestrian facilities or any other similar facilities, the location, nature and availability of some as deemed desirable by Declarant and/or the Landowner Association.
- 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.
  - The 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.
  - 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.
  - The Common Area Easements shall be generally comprised of the following, subject to supplementation or modification by Landowner Agreements applicable to individual Parcels:
    - All portions each Parcel within twenty (20) feet of any existing or future county right-of-way;
    - 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.
  - 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.
  - 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.
  - 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.
  - As set forth more particularly. Except as permitted in the Declaration or except as Declarant and/or the