

10785

## Easement Legend

- (A) 20' Common Area & Drainage Easement  
(B) 20' Water Easement  
(C) 20' Electric Easement  
(D) 30' Common Area & Drainage Easement

## 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.  
1098 N Waco  
Van Alstyne, Tx 75745  
(903) 482-7100

Sanitary Sewer - OSSF - Private

LEGEND  
CM Controlling Monument  
CNS Could Not Set (woods)  
RCIRS Roome Capped Iron Rod Set  
Ref. Reference iron set on property line  
B.L. Building Line  
CCMR Collin County Map Records

FROM:  
R-6366-001-0800-1 / 0.814 AC  
R-6366-001-0450-1 / 1.5252 AC  
R-6366-001-0440-1 / 49.00 AC  
FOR TAX YEAR 2016

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S16°57'22"W	34.44'	L19	S47°35'28"W	32.96'
L2	S03°07'38"E	111.39'	L20	S50°40'57"W	31.91'
L3	N16°26'14"E	14.84'	L21	S53°31'41"W	13.60'
L4	N02°22'27"E	28.24'	L22	S68°36'39"W	30.25'
L5	N19°40'37"E	30.34'	L23	S89°51'44"W	19.11'
L6	N18°11'14"E	30.40'	L24	N67°03'45"W	28.28'
L7	N59°23'22"W	2.87'	L25	N81°30'48"W	15.32'
L8	S69°06'46"W	23.77'	L26	S59°53'51"W	7.85'
L9	N78°48'17"W	15.22'	L27	S65°51'06"W	31.58'
L10	N71°56'21"W	31.32'	L28	S63°41'30"W	10.23'
L11	N72°51'14"W	32.07'	L29	N44°23'13"W	136.49'
L12	S88°36'18"W	27.03'	L30	S65°55'32"W	9.08'
L13	N82°43'04"W	13.57'	L31	N80°52'53"W	11.50'
L14	N65°13'11"W	17.11'	L32	N80°52'53"W	11.34'
L15	N83°45'33"W	8.23'	L33	N09°07'07"E	50.00'
L16	S79°58'45"W	30.91'	L34	N08°17'05"E	119.88'
L17	S58°13'10"W	20.30'	L35	S09°17'05"W	120.64'
L18	S51°31'56"W	30.60'	L36	S29°36'41"W	7.62'
			L37	N63°41'30"E	19.92'

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	3724.24"	639.31'	38.01'	N83°01'04"W	38.01'
C2	1657.17"	525.00'	154.79'	S89°28'23"E	154.79'
C3	1856.24"	1275.00'	421.47'	N52°22'37"E	419.55'
C4	2720.49"	525.00'	250.58'	N56°34'49"E	248.21'
C5	853.40"	3025.00'	469.59'	N74°42'04"E	469.12'
C6	2901.29"	325.00'	164.64'	S86°20'22"E	162.88'
C7	40138.48"	175.00'	124.15'	S87°50'59"W	121.58'
C8	71°56'38"	156.96'	576.30'06"	S76°30'06"E	146.85'
C9	139°38'08"	75.00'	182.78'	S29°17'17"W	140.79'
C10	30°43'53"	250.00'	134.09'	N65°31'42"W	132.49'
C11	50°41'20"	275.00'	243.29'	N75°30'26"W	235.43'
C12	8°53'40"	2975.00'	461.83'	S74°42'04"W	461.37'
C13	2720.49"	475.00'	225.72'	S56°34'49"W	224.53'
C14	18°56'24"	1325.00'	438.00'	S52°22'37"W	436.01'
C15	16°58'37"	575.00'	170.37'	N89°25'43"W	169.75'
C16	7°57'52"	575.00'	79.93'	S86°03'54"W	79.86'
C17	9°00'45"	575.00'	90.45'	N85°26'47"W	90.35'
C18	3724.24"	639.31'	38.01'	N83°01'04"W	38.01'
C19	35°48'29"	150.00'	93.75'	N17°37'09"W	92.23'
C20	96°40'09"	50.00'	84.36'	N83°51'29"W	74.70'
C21	88°25'12"	50.00'	77.16'	S03°10'26"W	69.73'
C22	41°19'15"	200.00'	144.24'	S20°22'32"E	141.13'
C23	20°14'10"	75.00'	26.49'	N71°57'53"E	26.35'
C24	20°14'10"	125.00'	44.15'	N71°57'53"E	43.92'

## PLAT NOTES

- Blocking the flow of water or construction improvements in drainage easements and filling or obstruction of the floodway 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 that 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.
- Source bearing The Hills of Lone Star plat as recorded in Volume Q, Page 631 of the Collin County Map Records.
- Collin County permits are required for building construction, on-site sewage facilities and driveway culverts.
- 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.
- A portion of the subject property lies within a Special Flood Hazard Area inundated by 100-year flood per Map Number 4808500045 of the F.E.M.A. Flood Insurance Rate Maps for Collin County, Texas and Incorporated Areas dated June 2, 2009 (Zone X & Zone A).
- A report has not been prepared, submitted or reviewed. The Kimley-Horn fully licensed floodplain engineer reflects on analysis prepared by Kimley-Horn in March, 2015, using 100-year fully developed flows and the Texas Natural Resources Information System (TNRIS) LIDAR contours.

- A portion of lots 3, 4 & 5/8 are located within the 100-year flood plain:
- Any OSSF that is located within the 100-year flood plain is subject to special planning requirements.
  - All electrical/mechanical/appliances located within the 100-year flood plain must be elevated at least 2' above base flood elevation.
  - 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 that is proposed to be located within the curvilinear line of the 100-year flood plain.

## HEALTH DEPARTMENT CERTIFICATION

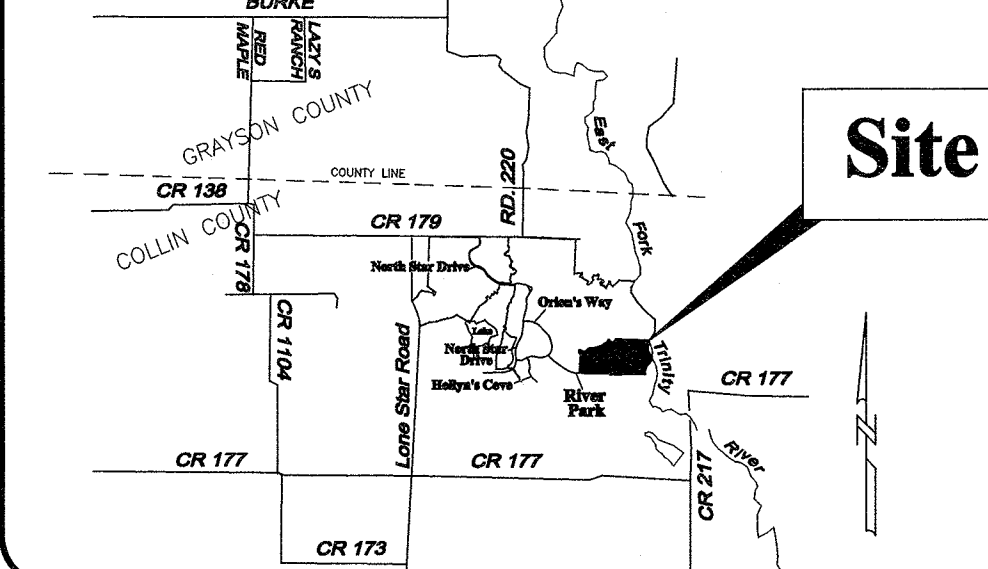
I hereby certify that the on-site sewage facilities described on this plat conform to the applicable OSSF laws of the State of Texas, that site elevations have been submitted representing the site conditions in the area in which on-site sewage facilities are planned to be used.

MR. R-3721  
Registered Sanitarian or Designated Representative  
Collin County Developmental Services

6/16/15

Date

## VICINITY MAP N.T.S.



Site

## Lot 12

The Hills of Lone Star

Vol. Q, Pg. 631, CCMR

## Lot 37R

The Hills of Lone Star

Vol. 2014, Pg. 255, CCMR

## Lot 32/30R

The Hills of Lone Star

Vol. 2014, Pg. 316, CCMR

## 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 area, sharp breaks and/or creeks/rivers/ponds, etc. (Per State regulations).
- Tree removal and lot grading may be required on individual lots for On-Site Sewage Facility installation and/or operation.
- 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.

## OWNER'S CERTIFICATION AND DEDICATION

STATE OF TEXAS  
COUNTY OF COLLIN

WHEREAS C. Kent Adams dba Lone Star Partners, is the owner of a tract of land situated in the State of Texas, County of Collin, being part of the James Heffelfinger Survey, Abstract No. 366, part of the James L. White Survey, Abstract No. 1014, being part of Lone Star Partners Property as recorded under County Clerk No. 95-0030138 of the Collin County Land with said premises being more particularly described as follows:

BEGINSING at a Roome capped iron rod found in the north right-of-way line of River Park Road marking the southeast corner of Lot 37R of The Hills of Lone Star as recorded in Volume 2014, Page 225 of the Collin County Map Records, said beginning corner being the most westerly southwest corner of said premises;

THENCE with a west line of said premises and the east line of said Lot 37R as follows: North 02°22'21" East, 527.00 feet to a point for corner, and North 12°10'38" West, 107.75 feet to the northeast corner of Lot 37R in the south line of Curtis' 123.39 acre tract as recorded in Volume 5530, Page 5280 of the Collin County Map Records, said corner being the most westerly northwest corner of said premises;

THENCE with the north line of said premises, the south line of said 123.39 acre tract, and along said swale of an intermittent stream as follows: North 69°57'38" East, 47.94 feet to a point; South 69°18'52" East, 111.02 feet to a point; North 59°54'45" East, 28.75 feet to a point; North 51°02'54" East, 22.84 feet to a point; North 52°17'52" East, 75.30 feet to a point; North 89°57'24" East, 105.41 feet to a point; North 75°01'28" East, 307.19 feet to a point; North 57°03'37" East, 277.48 feet to a point; North 10°03'03" East, 64.56 feet to a point; South 38°57'11" East, 117.08 feet to a point; North 88°42'41" East, 104.57 feet to a point; North 88°29'10" East, 117.89 feet to a point for corner;

THENCE departing said swale and intermittent creek, and with the general course of a wire fence along a north line of said premises and south line of said 123.39 acre tract, South 87°37'59" East, 1096.28 feet to a point in the East Fork of the Trinity River marking the northeast corner of said premises, the southeast corner of said 123.93 acre tract, and being in the east line of said Lone Star Partners property;

THENCE with the east line of said premises, the meanders of the East Fork of the Trinity River, and the east line of said Lone Star Partners Property as follows: South 13°21'36" West, 283.71 feet to a point; South 28°05'15" East, 266.79 feet to a point; South 01°28'22" West, 138.34 feet to a point; South 39°09'22" West, 243.31 feet to a point; North 16°57'22" West, 148.08 feet to a point for corner; South 03°07'38" East, 111.39 feet to a point marking the southeast corner of said premises;

THENCE departing said river and along the south line of said premises as follows: North 88°50'58" West, 303.96 feet to a point for corner; South 89°30'17" West, 428.00 feet to a point for corner; South 81°42'05" West, 119.10 feet to a point for corner; North 88°29'10" West, 306.56 feet to a point for corner; North 66°38'50" West, 79.13 feet to a point for corner; North 88°50'58" West, 285.76 feet to a point for corner; North 88°48'33" West, 487.86 feet to a point for corner in the south right-of-way line of River Park Road (50' R.O.W.);

THENCE with the south right-of-way line of River Park Road and a south line of said premises as follows: northwesterly along a curve to the right having a central angle of 90°04'45" with a radius of 575.00 feet, for an arc distance of 90.45 feet (chord = North 85°26'47" West, 90.35 feet) to the end of said curve; North 89°52'53" West, 11.34 feet to a point; North 08°07'07" East, 50.00 feet to a point in the dedicated north right-of-way of River Park Road according to the plotting of the aforementioned Lot 37R;

THENCE with the dedicated north right-of-way line of River Park Road as follows: North 80°52'53" West, 25.92 feet to a point marking the beginning of a curve to the left; northwesterly along said curve having a central angle of 03°24'24" with a radius of 639.31 feet, for an arc distance of 38.01 feet (chord = North 83°01'04" West, 38.01 feet) to the place of beginning and containing 51.094 acres of land.

## NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, C. Kent Adams DBA Lone Star Partners, the owner, does hereby adopt this plat designating the hereinabove described property as **Lots 1-10, Tracts CA-1 & CA-2 of The Hills of Lone Star, Phase 4/East Fork North**, 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 12th day of JUNE, 2015.

C. Kent Adams  
C. Kent Adams  
DBA Lone Star Partners

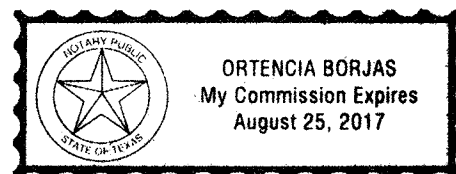
STATE OF TEXAS  
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **C. Kent Adams**, 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 12th day of JUNE, 2015.

Ortencia Borjas  
Notary Public for the  
State of Texas

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

STATE OF TEXAS  
COUNTY OF COLLIN

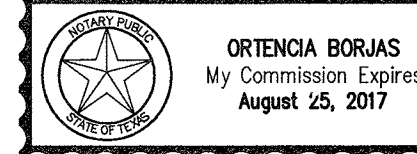
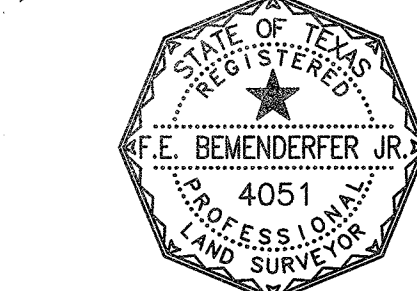
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **F.E. Bemenderfer Jr.**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12th day of June, 2015.

Ortencia Borjas  
Notary Public for the  
State of Texas

THIS PLAT IS APPROVED BY THE COLLIN COUNTY COMMISSIONERS COURT this 15th day of June, 2015.

Collin County Judge  
Keith Self



Filed and Recorded  
Official Public Records  
Stacy Kemp, County Clerk  
Collin County, TEXAS  
06/16/2015 03:57:29 PM  
\$27.80 CASE  
20150616010002120

2015-326

Lone Star Partners  
CC# 95-0030138, CCLR

## 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. 2015022600212060 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 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 contain easements, additions or 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 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.

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 notes 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 order 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 instituted established by Declarant and/or the Landowner Association pertaining to the Common Area Easements or such activities.

(h) 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.

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 specifically set forth in the Declaration or otherwise permitted by the Architectural Control Committee, all Improvements (except landscaping, driveways, entryways and 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 adjacent 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 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.

10. 100 Year Fully Developed Floodplain per Kimley-Horn Flood Study

100 year floodplain per FEMA FIRM Map Number 4808500045 J Dated June 2, 2009

Variable Width Common Area & 20' Drainage Esm't. (by this plat)

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