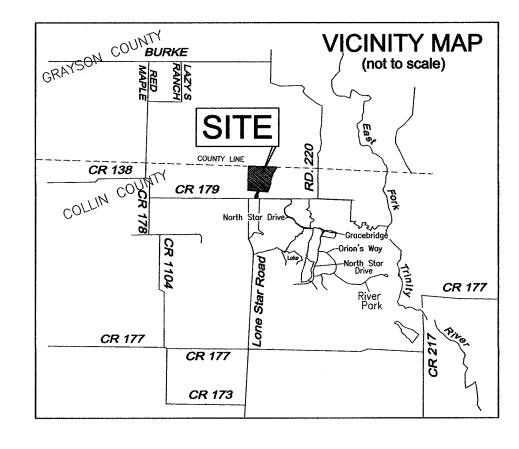


Curve No.	Radius	Arc Length	Delta	Chrd. Brng.	Chrd. Dist.
C1	1775.00'	70.65	02"16'50"	N17°37'53"E	70.64
C2	275.00'	32.91'	06°51'28"	N2212'02"E	32.90'
С3	137.50'	91.89'	3817'32"	S06'29'00"W	90.19'
C4	57.50'	21.49'	21°25'02"	N01°57'15"W	21.37
C5	792.50'	110.73	08'00'21"	S04°45'06"W	110.64
C6	907.50'	132.35'	08°21'22"	S04°57'22"W	132.23'
C7	57.50'	40.76'	40°36'55"	S29°26'30"W	39.91
C8	225.00'	121.65'	30 <b>°</b> 58'39"	N34°15'38"E	120.17
C9	1725.00'	65.07'	02'09'40"	N17*41'28"E	65.06'
C10	1725.00'	279.26'	09"16'33"	N11°58'22"E	278.96'
C11	1725.00'	85.03'	02'49'27"	N05°55'22"E	85.02'
C12	237.50'	104.02'	25*05'44"	N08°02'13"W	103.20'
C13	162.50'	90.67	31*58'05"	S04°36'03"E	89.50'
C14	162.50'	37.73'	1318'09"	S18°02'05"W	37.64
C15	137.50	56.65	23'36'22"	N12°52'58"E	56.25'
C16	475.00'	101.79'	12*16'42"	S07°59'18"W	101.60'
C17	475.00'	32.20'	03'53'02"	S16°04'10"W	32.19'
C18	775.00'	164.29'	12°08'47"	S24°05'04"W	163.99'
C19	725.00'	181.07	14°18'36"	S25'09'59"W	180.60'
C20	425.00'	18.80'	02°32'02"	S16°44'40"W	18.79'
C21	425.00'	101.09'	13°37'42"	S08*39'48"W	100.85
C22	137.50'	68.66'	28*36'39"	S12°27'22"E	67.95'
C23	162.50'	53.80'	18*58'04"	N17°16'39"W	53.55'
C24	162.50'	90.14'	31°47'02"	N08°05'53"E	88.99'
C25	237.50'	83.14'	20 03 28"	S13°57'41"W	82.72'
C26	1775.00'	110.28'	03'33'35"	N05°42'45"E	110.26'
C27	1775.00'	278.78	08'59'56"	N11'59'30"E	278,50'

C28 1025.00' 13.76' 00°46'10" S01°27'52"W 13.76'

Easement Curve Data



## 1. Covenants and Restrictions. "Declaration of Covenants, Conditions, Restrictions and Easements for Lone Star" regarding the Property, which has been recorded under Document No. 20030227000353510. Official Public Records of Collin County, Texas (the "Declaration"), and which has been extended to the Plat by a declaration of annexation recorded in Document No. 20170307000296470, in the Official Public Records, 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:

Owner by acceptance of a deed from Declarant shall take title to the Parcel subject thereto.

necessary to reflect such revision.

(i) All portions of 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;

(iii) All portions of each Parcel identified as Common Area Easement on this plat or in any landowner agreement regarding each 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

(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 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

Area Easements; provided, however, that it will be Declarant's or the Landowner Association's responsibility to prepare and deliver such written Common

(a) As set forth more particularly, except as permitted in the Declaration or and 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 araze 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 issued established 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.

# **NOTES AFFECTING ALL LOTS (Continued)**

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 Flectric 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

(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 distance 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 side or back 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 areater than or different from the minimums set forth above, whereupon the Owners of such Parcels must comply with such modified setback requirements.

# O.S.S.F. 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 areas, water distribution lines, 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-Ste 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.

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

### **Health Department Certification**

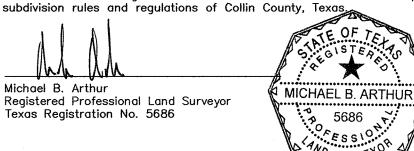
I hereby certify that the on-site sewage facilities described on this plat conform to the applicable OSSF laws of the State of Texas, that site elevations have been submitted representing the site conditions in the area in which on-site sewage agilities are planned to be used.

R443727 Registered Sanitarian or Designated Representative Collin County Developmental Services

4/26/18

# SURVEYOR'S CERTIFICATION:

THAT I, Michael B. Arthur, 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



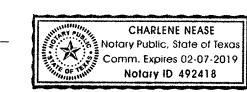
4-25-18

### STATE OF TEXAS COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Michael B. Arthur, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of Apr. 1





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

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

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

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

6) Bearings are based on the plat of THE HILLS OF LONESTAR, as recorded in Volume Q, Page 631, Map Records, Collin

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) According to the Flood Insurance Rate Map of Collin County, Texas, Map No. 48085C0045J, Map Revised June 02, 2009, the herein described property is located in Zone "X", described by said map to be, "areas determined to be outside the 0.2 % annual chance floodplain'

11) Mail boxes shall meet USPS specifications.

12) The integrity of the existing county road ditches is to be maintained. If work is needed in the existing county road ditch to accommodate individual lot drainage, a utility permit will be required through Public Works.

13) Contractor shall maintain the integrity of existing county road ditches. If work is needed in the existing county road ditch to accommodate individual lot drainage, a utility permit will be required through Public Works.

14) Driveway/Culvert permits are required at all existing county road tie-ins.

15) Driveways shall meet driveway/culvert permit requirements. Driveways that do not meet permit requirements shall be removed and corrected at the owner's expense.

# **SURVEYOR**

North Texas Surveying, LLC 1010 West University McKinney, Tx. 75069 Ph. (469) 424-2074 Fax: (469) 424-1997 www.northtexassurvevina.com Firm Registration No. 10074200 Contact: Chad Holcomb

### Owner C. Kent Adams d/b/a Lone Star Partners 545 Orion's Way Celina, Texas 75009 (0) 214-532-4114

(F) 972-382-3999

Contact: C. Kent Adams

Kimley-Horn & Associates, Inc. 106 West Louisiana Street McKinney, Texas 75069 (D) 469-301-2585 (M) 214-546-3707 Contact: Joseph Helmberger, P.E.

**ENGINEER** 

# OWNER'S CERTIFICATION

### STATE OF TEXAS **COUNTY OF COLLIN**

WHEREAS, C. Kent Adams is the owner of a tract of land, situated in the J. L. Terry Survey, Abstract No. 906, James Hefflefinger Survey, Abstract No. 366 and the J. W. Haynes Survey, Abstract No. 455, in Collin County, Texas, and being a part of that tract of land, described by deed to C. Kent Adams, as recorded under Document No. 20151119001460670, of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said tract being more particularly described as follows:

COMMENCING at a mag nail found in County Road No. 179, said corner being the southwesterly corner of said Adams tract, said corner also being in the southeasterly corner of a tract of land, described by deed to Felix Land Partners, L.P. (TRACT THREE), as recorded in Volume 5377, Page 2109, of the Deed Records, Collin County, Texas (D.R.C.C.T.), said corner also being in the northerly line of that tract of land, described by deed to Jeffrey Scott and Aundrea Henderson, as recorded in Volume 5520, Page 1147, D.R.C.C.T.

THENCE North 01'55'05" East, along the common line between said TRACT THREE and Adams tract, a distance of 382.73' to a 1/2" iron rod with a vellow plastic cap stamped "RPLS 5686" set (herein after referred to as a capped iron rod set) for the northwesterly

corner of the herein described property and also being the POINT OF BEGINNING for the herein described property; THENCE North 01°55'05" East, continuing along the common line between said TRACT THREE and Adams tract, a distance of 1072.73' to

THENCE over and across said Adams tract, the following courses and distances:

a capped iron rod set for the northwesterly corner of the herein described property;

South 88°17'39" East, a distance of 1253.65' to a capped iron rod set; South 31°43'47" West, a distance of 304.92' to a capped iron rod set; South 18\*46'10" West, a distance of 104.09' to a capped iron rod set; South 20\*46'57" West, a distance of 177.51' to a capped iron rod set; South 09°26'23" West, a distance of 104.57' to a capped iron rod set; South 07°36'28" West, a distance of 144.46' to a capped iron rod set; South 23°54'08" West, a distance of 105.15' to a capped iron rod set; South 13°09'22" West, a distance of 92.33' to a capped iron rod set; South 29'36'11" West, a distance of 65.04' to a capped iron rod set; South 15'38'44' West, a distance of 61.56' to a capped iron rod set; South 22'29'28" West, a distance of 37.64' to a capped iron rod set; North 85°25'58" West, a distance of 397.49' to a capped iron rod set in a curve to the right, having a radius of 1775.00', a central angle of 02'16'50", and a chord which bears, South 17'37'53" West, a chord distance of 70.64';

Thence along said curve to the right, in a southwesterly direction, an arc length of 70.65' to a capped iron rod set at the beginning of a curve to the right, having a radius of 275.00', a central angle of 06°51'28", and a chord which bears, South 22°12'02" West, a chard distance of 32.90':

Thence along said curve to the right, in a southwesterly direction, an arc length of 32.91' to a capped iron rod set at the beginning of a curve to the left, having a radius of 137.50', a central angle of 38°17'32", and a chord which bears, South 06°29'00" West, a chord distance of 90.19':

Thence along said curve to the left, in a southwesterly direction, an arc length of 91.89' to a capped iron rod set at the beginning of a curve to the right, having a radius of 57.50', a central angle of 21°25'02", and a chord which bears, South 01°57'15" East, a chord distance of 21.37':

Thence along said curve to the right, in a southeasterly direction, an arc length of 21.49' to a capped iron rod set at the beginning of a curve to the left, having a radius of 792.50', a central angle of 08°00'21", and a chord which bears, South 04°45'06" West, a chord distance of 110.64':

Thence along said curve to the left, in a southwesterly direction, an arc length of 110.73' to a capped iron rod set;

North 89°01'13" West, a distance of 115.01' to a capped iron rod set at the beginning of a curve to the right, having a radius of 907.50', a central angle of 08'21'22", and a chord which bears, North 04'57'22" East, a chord distance of 132.23';

Thence along said curve to the right, in a northeasterly direction, an arc length of 132.35' to a capped iron rod set at the beginning of a curve to the right, having a radius of 57.50, a central angle of 40°36′55", and a chord which bears, North 29°26′30" East, a chord distance of 39.91':

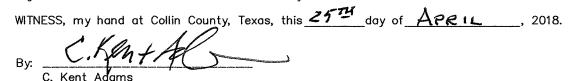
Thence along said curve to the right, in a northeasterly direction, an arc length of 40.76' to a capped iron rod set at the beginning of a curve to the left, having a radius of 225.00', a central angle of 30°58'39", and a chord which bears, North 34°15'38" East, a chord distance of 120.17';

Thence along said curve to the left, in a northeasterly direction, an arc length of 121.65' to a capped iron rod set at the beginning of a curve to the left, having a radius of 1725.00', a central angle of 02'09'40", and a chord which bears, North 17'41'28" East, a chord distance of 65.06';

Thence along said curve to the left, in a northeasterly direction, an arc length of 65.07' to a capped iron rod set;

North 85°59'56" West, a distance of 424.97' to the POINT OF BEGINNING and containing 26.720 acres of land, more or less. NOW THERFORE, KNOW ALL MEN BY THESE PRESENTS

THAT, C. Kent Adams is the owner of the above described property, does hereby adopt this replat designating the hereinabove described property as FINAL PLAT OF LOTS B1-B8, THE HILLS OF LONE STAR, PHASE 7B/NORTHGATE, an addition to Collin County, Texas, and does hereby dedicate to the public use forever, the streets, alleys and public use areas shown hereon; the easements, as shown, for mutual use and accommodation of the Collin County and all public utilities desiring to use or using same. All and any public utility and the Collin County shall have the right to remove and keep removed all or parts of any building, fences, shrubs, trees or other improvements or growths which in any way, endanger or interfere with the construction. maintenance or efficiency of it's respective systems on said easements; and the Collin County and all public utilities shall have the right to construct, reconstruct, inspect, patrol, maintain and add to or remove all or parts of it's respective systems without the necessity of, at anytime, procuring the permission of anyone. This plat is approved subject to all platting or regulations and resolutions of the Collin County.



# STATE OF TEXAS

**COUNTY OF COLLIN** 

BEFORE ME, the undersigned, 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 the same is his act and deed in the capacity therein stated and for the purposes therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE on this, the 25th day of April



ABBREVIATIONS

Comm. Expires 11-03-2021 Notary ID 131340342

I.R.F. = Iron Rod Found (C.M.) = Controlling Monument

C.I.R.S. = 1/2" iron rod with yellow plastic cap stamped "RPLS 5686" set

D.R.C.C.T. = Deed Records, Collin County, Texas

M.R.C.C.T. = Map Records, Collin County, Texas O.P.R.C.C.T. = Official Public Records, Collin County, Texas

R-6906-000-0010-1 / 12.5971 AC R-6366-001-0560-1 / 0.4198 A R-6455-000-0010-1 / 13.7031 AC

FOR TAX YEAR 2019

THIS PLAT IS APPROVED BY THE COLLIN COUNTY COMMISSIONERS COURT this County Judge Keith Self Collin County

# Final Plat of LOTS B1-B8 THE HILLS OF LONE STAR

PHASE 7B/NORTHGATE

**26.720** Acres in the J. L. Terry Survey, Abstract No. 906, James Hefflefinger Survey, Abstract No. 366, and the J.W. Haynes Survey, Abstract No. 455

Scale: 1'' = 200' February 23, 2017

Utility Service Providers Water - Marilee Special Utility District [M.S.U.D.] PO Box 1017 Celina, Tx 75009 (972) 382-3222 Electric — Grayson Collin Electric 1096 N Waco Van Alstyne, Tx 75495 (903) 482-7100 Sanitary Sewer - OSSF - Private

Filed and Recorded Official Public Records Stacey Kemp, County Clerk Collin County, TEXAS 04/27/2018 02:30:35 PM \$31.00 CJAMAL 20180427010001920



Collin County, Texas

DRAWN BY: C.S.H. CHK'D. BY: M.B.A. JOB NO.: 2017-0030