

NAVARRO COUNTY OFFICE OF PLANNING AND DEVELOPMENT

Stanley Young - Director
syoung@navarrocounty.org
601 N 13th St Suite 1
Corsicana, Texas 75110
903-875-3312 ph.
903-875-3314 fax

SUBDIVISION APPLICATION FORM

Please type or print information.

This form shall be completed by the applicant and submitted to the Navarro County Office of Planning and Development along with the required number of copies of the plat, review fee and all other required information prior to submittal to Commissioners Court.

Type of Plat Submittal: Preliminary X Final Replat/Amendment

Proposed name of subdivision: 2120 Square

Acreage of subdivision: 15.15 Acres Number of proposed lots: 15

Name of Owner: Lone Star - Land Baron Acquisition Partnership

Address: 635 Beltrand LN Fate TX 75087

Phone number: 817-987-9005 Email: Hackler88@gmail.com

Surveyor: Jose Najarro

Address PO Box 202165

Phone number: 817-235-7326 Fax Number:

Email: texterrasurveying@gmail.com

Physical location of property: CR 2120 - Navarro County

Legal Description of property: ABS A10115 J BURKE ABST TRACT 8C 15.15 ACRES

Intended use of lots (check all that apply):

X Residential (single family) Residential (multi-family) Commercial/Industrial
Other (please describe)

Property located within city ETJ?

Yes X No If yes, name if city:

I understand that the approval of the final plat shall expire unless the plat is recorded in the office of the County Clerk within a period of 60 days after the date of final approval.

Christopher Hackler
Signature of Owner

2/16/2022
Date

In lieu of representing this request myself as owner of the property, I hereby authorize the person designated below to act in the capacity as my agent for the application, processing, representation and/or presentation of this request.

Signature of Owner: Date:

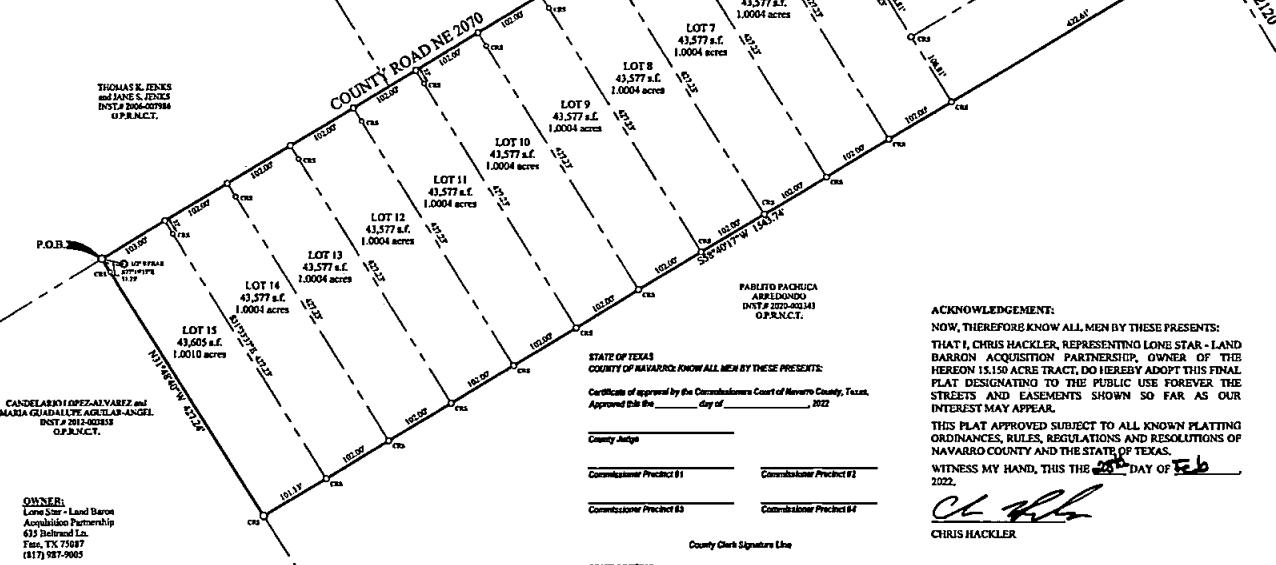
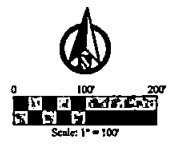
Signature of Authorized Representative: Date:

#14

MONUMENTS / DATUMS / BEARING BASIS
 Monuments are found if not marked MNS or CRS.
 CRS O 1/2" rebar stamped "TEXTERRA SURVEYING" set
 MNS O Mag nail & rebar stamped "TEXTERRA SURVEYING" set
 O Vertex or common point (not a monument)
 Coordinate values, if shown, are U.S.S.F./TACS,83,N/CZ
 Elevations, if shown, are NAVD83
 Bearings are based on grid north (TACS,83,N/CZ)

LEGEND OF ABBREVIATIONS
 U.S.S.F. United States Survey Feet
 TACS,83,N/CZ Texas Coordinate System of 1983, North Central Zone
 NAVD83 North American Vertical Datum of 1988
 O.P.R.H.C.T. Official Public Records of Navarro County, Texas
 D.R.H.C.T. Deed Records of Navarro County, Texas
 VOL/P/INST# Volume/Page/Instrument Number
 POS/POC Point of Beginning/Point of Commencing
 ESM/BL Easement/Building Line
 R.O.W./A.K.A Right of Way/Also Known As

FLOOD ZONE CLASSIFICATION
 This property lies within ZONE(S) X Non-Shaded of the Flood Insurance Rate Map for Navarro County, Texas and Incorporated Areas, map no. 48349C0225D dated June 05, 2012, via scaled map location and graphic plotting under the National Flood Hazard Layer (NFHL) Web Map Service (WMS) at <http://hazards.fema.gov>.



THOMAS S. JENKS and JANE S. JENKS
 INST# 2012-00288
 O.P.R.N.C.T.

OWNER:
 Lone Star - Land Baron
 Acquisition Partnership
 613 Railroad Ln.
 Faso, TX 75087
 (817) 987-9005

SURVEYOR:
 Jose B. Najero III
 TEXTERRA SURVEYING
 P.O. BOX 220165
 Arlington, Texas 76006
 Phone: (817) 235-7226



TEXTERRA SURVEYING
 P.O. BOX 220165
 ARLINGTON, TX 76006
 Telephone (817) 235-7226
 TIFPS S Form # 10194685
 www.texterrasurveying.com

STATE OF TEXAS
 COUNTY OF NAVARRO

That I, Jose B. Najero III, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I have prepared this plat from an actual survey of the land and that the corner monuments shown therein were found and/or properly placed under supervision in accordance with the platting rules and regulation of Navarro County, Texas.

[Signature]

Jose B. Najero III
 Registered Professional
 Land Surveyor No. 6736
 texterrasurveying@gmail.com
 Date: February 28, 2022



STATE OF TEXAS
 COUNTY OF NAVARRO: KNOW ALL MEN BY THESE PRESENTS:

Certificate of approval by the Commissioners Court of Navarro County, Texas, Approved 8th day of February, 2022

County Judge _____
 Commissioner Precinct #1 _____
 Commissioner Precinct #2 _____
 Commissioner Precinct #3 _____
 Commissioner Precinct #4 _____
 County Clerk Signature Line

STATE OF TEXAS
 COUNTY OF NAVARRO: KNOW ALL MEN BY THESE PRESENTS:

That I, County Clerk for the County of Navarro, Texas, do hereby certify that the foregoing Plat was filed in my Office on this the _____ day of _____, 2022

County Clerk _____
 Authorized Agent Signature Line (outside Loba Jurisdiction)

STATE OF TEXAS
 COUNTY OF NAVARRO: KNOW ALL MEN BY THESE PRESENTS:

The Platting area meets or exceeds the minimum requirements established by the Texas Commission on Environmental Quality for On-Site Sewage Facilities, as is licensed by Navarro County Authorized Agent. Approved this the _____ day of _____, 2022

Designated Representative, Navarro County _____

ACKNOWLEDGEMENT:
 NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS: THAT I, CHRIS HACKLER, REPRESENTING LONE STAR - LAND BARRON ACQUISITION PARTNERSHIP, OWNER OF THE HEREON 15.150 ACRE TRACT, DO HEREBY ADOPT THIS FINAL PLAT DESIGNATING TO THE PUBLIC USE FOREVER THE STREETS AND EASEMENTS SHOWN SO FAR AS OUR INTEREST MAY APPEAR.

THIS PLAT APPROVED SUBJECT TO ALL KNOWN PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF NAVARRO COUNTY AND THE STATE OF TEXAS.
 WITNESS MY HAND, THIS 28th DAY OF Feb 2022.
[Signature]
 CHRIS HACKLER

NOTARIZATION:
 NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS: BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR NAVARRO COUNTY, TEXAS, ON THIS DAY APPEARED CHRIS HACKLER, REPRESENTING LONE STAR - LAND BARRON ACQUISITION PARTNERSHIP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THIS PURPOSE HERIN EXPRESSED.

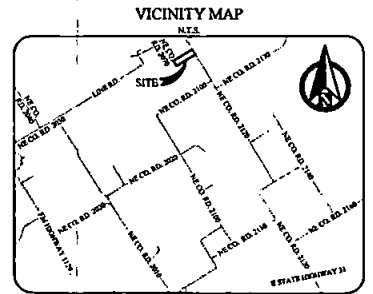
SUBSCRIBED TO AND SWORN BEFORE ME, A NOTARY PUBLIC IN AND FOR NAVARRO COUNTY, TEXAS ON THIS 28th DAY OF Feb 2022.
[Signature]
 NOTARY PUBLIC IN AND FOR NAVARRO COUNTY, TEXAS

OWNER CERTIFICATION:
 STATE OF TEXAS
 COUNTY OF NAVARRO

WHEREAS Lone Star - Land Baron Acquisition Partnership, is the sole owner of a tract situated in the John W. Burke Survey, Abstract No. 115, Navarro County, Texas, said tract being all of the tract described in the deed to Lone Star - Land Baron Acquisition Partnership, as recorded in Instrument Number 2022-00085, Official Public Records, Navarro County, Texas (O.P.R.N.C.T.); the subject tract, is more particularly described as follows:

BEGINNING at a point in County Road NE 2070 being the west property corner of the said Lone Star tract, from which a 1/2 inch rebar bears SOUTH 77° 19' 15" EAST, a distance of 311.75 feet;
THENCE NORTH 58° 40' 17" EAST, along said County Road NE 2070, a distance of 1,543.61 feet to the north property corner of Lone Star tract, being the intersection of said County Road NE 2070 and County Road NE 2120;
THENCE SOUTH 31° 37' 17" EAST, along said County Road NE 2120, a distance of 477.23 feet to the east property corner of Lone Star tract, being the north property corner of a tract described in the deed to Fabilio Pacheco Arredondo, recorded under Instrument Number 2020-003343, O.P.R.N.C.T.;
THENCE SOUTH 58° 40' 17" WEST, departing said County Road NE 2120, with the southeast property line of the Lone Star tract, same being the northwest property line of the said Arredondo tract, at a distance of 16.9 feet passing a found 1/2 inch rebar, continuing for a total distance of 1,543.74 feet to a 1/2 capped rebar stamped "TEXTERRA SURVEYING" set at the south property corner of the Arredondo tract, and being a point on the southeast property line of a tract described in the deed to Conclavito Lopez-Alvarez and wife, Maria Guadalupe Aguilar-Angel, recorded under Instrument Number 2012-001858, O.P.R.N.C.T.;
THENCE NORTH 31° 48' 40" WEST, with the southeast property line of the Lone Star tract and with the said northeast property line of the Lopez-Alvarez tract, a distance of 427.24 feet returning to the POINT OF BEGINNING and enclosing 15.150 acres (4859,926 square feet).

NOTES:
 1) Bearings are based on NAD (2011), TEXAS NORTH CENTRAL 4202, as observed by GPS. Area and distances shown hereon are as grid.
 2) Lot corners along County Road NE 2070 and County Road NE 2120 have a 1/2 inch iron rod with an orange cap stamped "TEXTERRA SURVEYING", set at a distance of 22 feet for reference, unless otherwise noted.
 3) No easement record search was made by this office or this firm concerning this property.



FINAL PLAT
 OF
2120 SQUARE
 AN ADDITION TO NAVARRO COUNTY, TEXAS
 15.150 ACRES
 JOHN W. BURKE SURVEY
 ABSTRACT NO. 115
 NAVARRO COUNTY, TEXAS
 PREPARED FEBRUARY, 2022

2120 Square

DECLARATION OF COVENANTS AND RESTRICTIONS AND/OR DEED RESTRICTIONS

Declarations and Restrictions for 2120 Square. A division of 15.15 acres of land, part of the ABS A10115 J BURKE ABST TRACT 8C 15.15 ACRES, Navarro County, Texas.

The following Covenants and Restrictions are in place to ensure quality of life and peaceful surroundings with a guarantee that all tracts of land are equally protected in the future.

1. The Property shall have one single-family dwelling. One storage building or barn is permitted.
2. Lots may be subdivided subject to county and state requirements.
3. All exterior construction, including barns and outbuildings, must be completed within 180 calendar days of the date construction commences. The interior of all homes and/or building must be completed within 12 months of the date construction commences. Any metal used for construction of a barn must contain baked-on exterior enamel paint. Any building built prior to a home being constructed upon the property shall have a minimum of 800 square feet.
4. No residential dwelling shall contain less than 1,200 square feet of floor space. "Square footage of floor space" excludes porches and open or closed carports or garages. Such square footage is that amount of area contained in the air-conditioned living space only.
5. All barns must be constructed of wood or baked enamel metal.
6. No homes or buildings shall be constructed in a flood plain.
7. No building or structures shall be placed on any easements.
8. All building and structures on the Property must be set back at least 50 ft. from any road or public right-of-way, or as required by the county.
9. Property owner must obtain a private sewage facility license from the Navarro County Environmental Services Department upon construction of a residential dwelling.
10. No building construction shall be allowed on the tract of land until a building permit is issued by Navarro County if required by the county.
11. All culverts on the Property must be installed according to Navarro County Commissioners or Texas Department of Transportation (TXDOT) regulations as applicable.

12. All driveways on the Property must be constructed of gravel, asphalt, or concrete.
13. All personal items and equipment such as mowers, tools, bicycles, boats, toys, etc.; shall be stored inside a building, or completely enclosed behind a sight-proof fence.
14. Fences must be constructed of wood, metal, other industry standard, or ranch fencing material.
15. No signs of any type shall be allowed on the Property, except real estate signs if a home is for sale.
16. Home sites are for residential purposes only. No commercial business activity is allowed. Trucks in excess of 10,000 GVW (Gross Vehicle Weight) shall not be permitted on the property except those used by a builder or contractor during the construction process or for repair of improvements.
17. No debris or inoperative equipment may be located on the Property. All vehicles must have a current and valid registration and current inspection sticker. No abandoned, wrecked or junk motor vehicles may be located on the Property. All lots should be kept neat.
18. Manufactured (mobile) homes or industrialized (modular) homes are permitted on the property if the home was constructed/manufactured within the prior 5 years of installation.
19. The Property shall not be used at any time as a dumping ground for rubbish, trash, garbage, or any form of waste; including, but not limited to hazardous wastes, toxic wastes, chemical wastes, or industrial byproducts.
20. All Property owners must subscribe to a trash service. No burning of trash is permitted at any time.
21. Land owners have the right to quiet enjoyment of their Property.
22. Livestock and poultry shall be permitted as specified; One large animal per 2 acres; no more than 12 fowl (chickens, ducks, geese, etc.); and no more than two sheep or goats per acre.
23. The length of grass around the home (considered the yard/lawn), shall be kept at a height of no greater than 6 inches. The grass in the pasture area shall not exceed 24 inches.
24. VIOLATIONS: Any violation that is not corrected within thirty (30) days of notification will be assessed a fine of \$20.00 per day until the violation is corrected. In the event the Land owner has financed the Property with the Developer, any payments will be applied first to the fee for violations before being applied to any principal or interest. Any

repeated violations shall be assessed an immediate fine of \$20.00 per day until corrected without the application of any grace period. If the lien is not with the Developer, any unpaid fines will cause a lien to be placed upon the owner's property by Developer. If the Violation has not been corrected within 30 days after the initiation of the enforcement of fines has been established, the fine will then double every 30 days until the violation has been corrected, or from \$20 per day to \$40, from \$40 to \$80, etc.


25. AMENDMENT: Landlord/Developer shall have the sole and absolute authority to modify, amend or add to these Restrictions at any time for the benefit of the land and owners, as determined by the Landlord/Developer.
26. VARIANCES: Landlord/Developer can elect to grant or deny a variance from any of these Restrictions in its sole and absolute discretion.

The term of these covenants, conditions, and restrictions are to run with the land and are to be binding on all persons in title to the tract, in whole or part, for a period of ten (10) years from the date of this deed, after which time they shall be renewed automatically for successive periods of ten (10) years unless changed by agreement of 80% of property owners in the Subdivision of which the Property is a part with one vote per tract. The developer is exempt from all restrictions during development and sales period.

ACKNOWLEDGEMENT

Executed effective as of the 17th day of March, 2022.

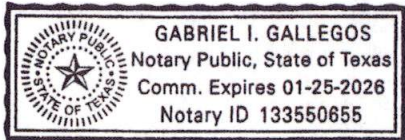
LONE STAR LAND BARRON ACQUISITION PARTNERSHIP
LAND BARON, LLC
A Texas Limited Liability Company



By: Christopher Hackler, Manager

STATE OF TEXAS §
 §
COUNTY OF NAVARRO §

This instrument was acknowledged before me on the 17th day of March, 2022, by Christopher Hackler, the Manager of Land Baron L.L.C., a Texas limited liability company, the general partner of LONE STAR LAND BARRON ACQUISITION PARTNERSHIP., a Texas limited partnership, on behalf of such limited liability company and limited partnership.



Notary Public, State of Texas

[Seal]
Printed Name of Notary and
Commission Expiration Date:

1-25-2026

LAND BARON, LLC
P.O. Box 202
Fate TX 75132

2120 Square

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ACKNOWLEDGEMENT

Executed effective as of the _____ day of March, 2022.

LONE STAR LAND BARRON ACQUISITION PARTNERSHIP
LAND BARON, LLC
A Texas Limited Liability Company

By: Christopher Hackler, Manager

STATE OF TEXAS §
 §
COUNTY OF NAVARRO §

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[Seal]
Printed Name of Notary and
Commission Expiration Date:

Notary Public, State of Texas

LAND BARON, LLC
P.O. Box 202
Fate TX 75132