

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: GRACE PRAIRIE

Acreage of subdivision: 30.59 ACRES Number of proposed lots: 20

Name of Owner: RICHLAND CREEK CATTLE COMPANY INC.

Address: 4560 BELT LINE RD., STE. 428, ADDISON, TX 75001

Phone number: 972/387-8726 BUSINESS Email: jzhayes@crosscountryland.com
214/232-3624 CELL

Surveyor: JACK L. WARD ASSOCIATES

Address P. O. Box 1490 ATHENS, TX 75751

Phone number: 903/675-3819 Fax Number:

Email: wardsurveyingllc@gmail.com

Physical location of property: SOUTHWEST CORNER OF NW CR 1130 AND NW CR 1120 SOUTH OF EMHOUSE, TX

Legal Description of property: J. MCMANUS SURVEY ABSTRACT 533 NAVARRO COUNTY, TX

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.

Jana Hayes SEPTEMBER 1, 2022
Signature of Owner JANA HAYES - PRESIDENT Date
RICHLAND CREEK CATTLE COMPANY, INC.

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:

**Grace Prairie
Exhibit "B"**

Declaration of Protective Covenants and/ or Deed Restrictions

These Declaration of Protective Covenants and/ or Deed Restrictions are hereby made a part of this Contract of Sale, entered into by and between Richland Creek Cattle Company, Inc., as Seller, and _____, as Buyer(s) on the _____ day of _____, 20_____, for tract number(s) _____, _____ acres of land, more or less, being situated in the H.T & B.R.R. Co. Survey, Abstract No. 416, Navarro County, Texas (the "Property").

In order to protect the living environment and preserve the values of the property, Seller and Buyer do hereby agree that the land shall be held, leased, sold, and conveyed, subject to the protective covenants, deed restrictions, and provisions hereinafter set forth, and that each protective covenant, deed restriction, and provision shall inure to and run with the land and shall apply to and bind the successors and assigns of the present owners.

It is the intent of these protective covenants and deed restrictions to protect and enhance the value, desirability and attractiveness of said property. Restrictions are kept to a minimum while keeping in constant focus the right of property owners to enjoy their property in attractive surroundings free of nuisances, undue noise and danger. Further, it is intended that the natural environment be disturbed as little as possible.

1. The English version of the Grace Prairie Declaration of Protective Covenants and/ or Deed Restrictions is superior to the Spanish version.
2. Single family residences must meet the following requirements. Tracts 1 through 13, Tract 19 and Tract 20, will only be allowed one (1) single family dwelling. Tracts 14 through 18 will be allowed to have two (2) single family dwellings. One (1) storage building and/ or barn is permitted. Storage containers are not permitted. Newly constructed single family, on-site built homes, double-wide manufactured homes, mobile homes and/or modular homes not more than twenty (20) years old may be placed on the Property. Said home shall contain no less than 1,200 square feet livable space. Wheels on said mobile homes shall be removed and a solid support installed to permanently affix the dwelling. It shall be the responsibility of the Buyer to anchor/strap the mobile home as protection against high winds in accordance with the manufacturer's recommendations and State requirements. All dwellings shall be uniformly underpinned between the base of the home and the ground level with access on the back side. Said underpinning shall match the color scheme of the home. In no event shall campers or busses be used as permanent or temporary residences.
3. Buyer agrees that all building exteriors or improvements must be completed as to finish and appearance within six (6) months from the date construction commences. Any structure other than dwelling, placed on the Property, shall be of new construction. All wood exteriors shall have a minimum of two (2) coats of paint of the same color as other structures. Any metal used for construction must contain baked-on exterior enamel paint with exception of metal used as roofing material.
4. Property shall not be developed into a mobile home park. Recreational vehicles and travel trailers may be used for weekend and vacation pleasures; however not as a permanent or temporary residence.
5. Buyer and Seller both acknowledge that there are existing easements which cross the Property. No building or improvement shall be nearer than fifty (50) feet to the front of the Property line. Seller retains an easement of twelve (12) feet in width along the perimeter of each tract to be used for purposes of utilities. Exact location to be determined by the utility companies. No building or structure shall be placed on any easements or in a flood plain.
6. Any Buyer who plans to dig must call 811 or go to the Texas state 811 center's website before digging to request that the approximate location of buried utilities be marked with paint or flags to prevent unintentionally digging into an underground utility line(s).

Buyer's Initials: _____

Seller's Initials: _____

**Grace Prairie
Exhibit "B"**
Declaration of Protective Covenants and/ or Deed Restrictions

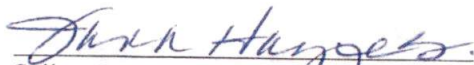
7. Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.
8. Buyer is advised that the Property is located in the water service area of Community Water Company whose phone number is 903-874-8244. Buyer acknowledges that there may be special costs or charges from the water company that Buyer will be required to pay before Buyer can receive water on the Property. Buyer is advised to contact the water service provider to determine the costs that Buyer will be required to pay in the time, if any, that is required to provide water service to the Property.
9. Sewer service is not available to the Property. Sewage disposal must be effected by means of an individual septic system for which the Buyer is solely responsible. The septic system must be installed by a licensed septic installer prior to habitation of a permanent dwelling on the Property. Buyer must obtain a private sewage facility license from the Navarro County Environmental Service Department upon construction or installment of a residential dwelling. All sanitary arrangements must comply with all State and local health laws, ordinances, and regulations. All septic tanks must be installed in accordance with Navarro County and Texas State Health Department standards. Buyer agrees that there shall be no outside toilet facility on the Property.
10. Driveway culverts must be approved and installed in accordance with the policies of the Navarro County Commissioner and the Texas State Highway Commission. All driveways on the Property must be constructed of gravel, asphalt, or concrete.
11. There shall be no commercial operations or activities on the Property. No commercial windmill or solar panel activity. No commercial billboard or advertising shall be placed on the property other than standard "For Sale" signs. No creamatories or graveyards.
12. Buyer agrees not to allow the Property to be used for any commercial livestock feedlot operation. Livestock shall not exceed one (1) adult head per acre. No more than two (2) sheep, two (2) goats or two (2) swine per acre. Swine are excepted provided that they are for a 4-H Club or FFA Projects. No more than twelve (12) fowl (chickens, duck, geese, etc.). No more than four (4) dogs, cats, and other domestic pets. No fighting pit bull dogs, fighting roosters or fighting game will be allowed. All animals must be properly controlled and contained on said Property including dogs and cats. No animal shall be tethered. No animals shall be maintained in any manner which interferes with the use and enjoyment of other Property owners.
13. Buyer agrees not to allow the Property to be used as a junk yard, wrecking yard or dump ground for rubbish, trash, garbage or any form of waste; including, but not limited to hazardous waste, bio waste, toxic waste, chemical waste or industrial byproducts. All Property owners must subscribe to a trash service.
14. Buyer agrees to keep all inoperable and/or unlicensed vehicles in a building designed for that purpose. In no event will anything be stored that is a nuisance to the neighbors, detracts from the appearance of the area, or creates an odor or causes a health safety hazard.
15. Buyer agrees there shall be no commercial removal of timber, sand, rock, gravel, chemicals, metals, soil, or any substance of any character is prohibited without first obtaining Seller's written consent.
16. Fences must be constructed of wood, metal, other industry standard or ranch fencing material. Sheet metal fences shall not be permitted. All recreational vehicles, including trailers, campers and RVs and equipment such as mowers, tools, boats, bicycles, toys, etc.; shall be "stored" inside a building or completely enclosed behind a sight-proof fence.
17. Buyer agrees to keep the grass on subject Property mowed so that it shall not be any higher than eighteen (18) inches.

Buyer's Initials: _____

Seller's Initials: _____

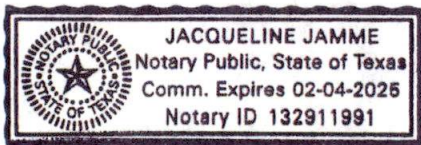
**Grace Prairie
Exhibit "B"
Declaration of Protective Covenants and/ or Deed Restrictions**

18. It is agreed and understood that the road in Grace Prairie is a private road constructed to Navarro County specifications. Buyer agrees to maintain their prorata share of said private road until Navarro County or State agrees to maintain it as a public road.
19. It is the Buyer's sole responsibility to know where the Property lines are located before Buyer(s) places any improvements on the Property, including, but not limited to, electric poles and/ or fencing.
20. Buyer and Seller both acknowledge that Grace Prairie is located within the incorporated City Limits of the City of Emhouse, Texas.
21. Buyer(s) have the right to quiet enjoyment of their Property. At no time, shall any Buyer(s) be allowed to discharge firearms for gun range activity or entertainment type purposes.
22. In case any one or more of the provisions contained shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Exhibit "B" shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
23. The covenants and agreements herein contained shall inure to the benefit and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns. Enforcement of these covenants are enforceable by any landowner of the Property and shall not necessarily be the sole responsibility of the Seller herein.

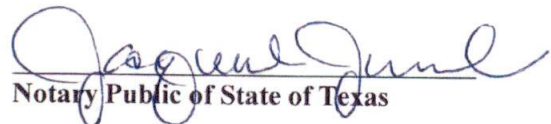

Seller: Jana Hayes, President
Richland Creek Cattle Company, Inc.

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on this 6th Day of March, 2023
by Jana Hayes, President, Richland Creek Cattle Company, Inc.



(SEAL)

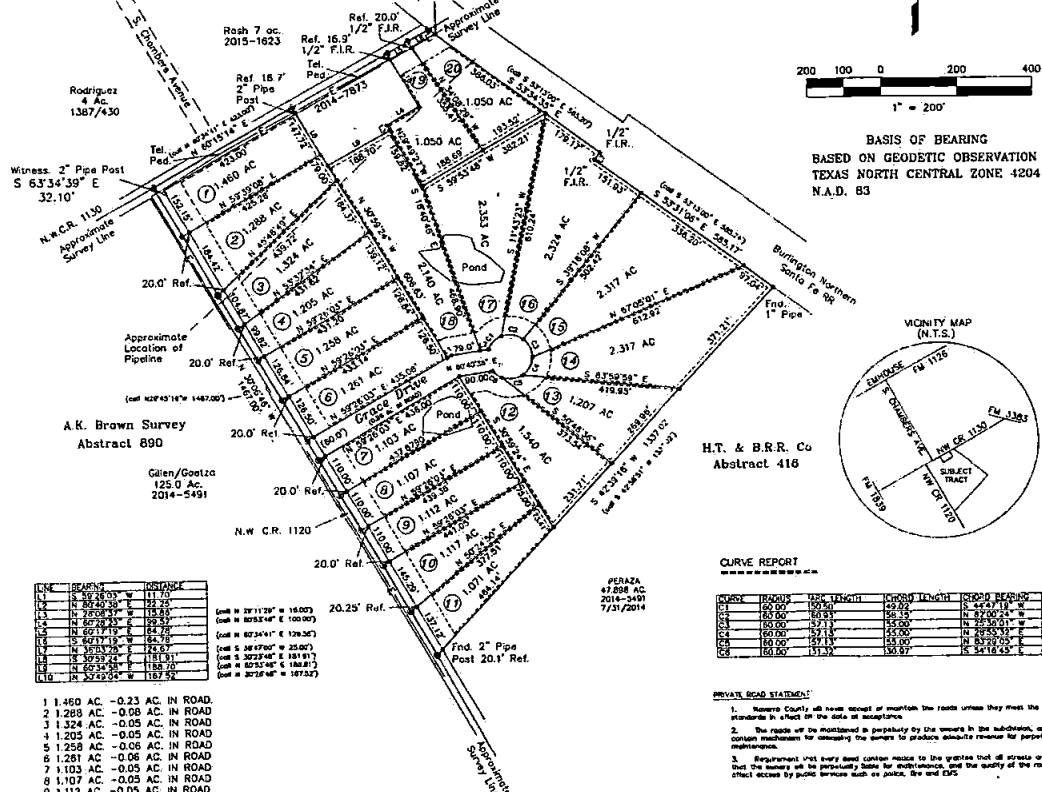

Notary Public of State of Texas

Buyer's Initials: _____

Seller's Initials: _____

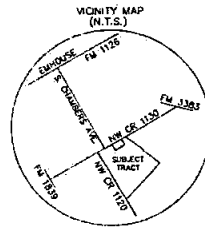
GRACE PRAIRIE FINAL PLAT

O.B. Munroe Survey
Abstract 597



200 100 0 200 400
1" = 200'

BASIS OF BEARING
BASED ON GEODETIC OBSERVATION
TEXAS NORTH CENTRAL ZONE 4204
N.A.D. 83



H.T. & B.R.R. Co
Abstract 416

CURVE REPORT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	BEARING	BEARING	BEARING
C1	100.00	100.00	100.00	N 0° 00' 00" W	N 90° 00' 00" E	N 0° 00' 00" W
C2	100.00	100.00	100.00	N 90° 00' 00" E	N 0° 00' 00" W	N 90° 00' 00" E
C3	100.00	100.00	100.00	N 0° 00' 00" W	N 90° 00' 00" E	N 0° 00' 00" W
C4	100.00	100.00	100.00	N 90° 00' 00" E	N 0° 00' 00" W	N 90° 00' 00" E
C5	100.00	100.00	100.00	N 0° 00' 00" W	N 90° 00' 00" E	N 0° 00' 00" W
C6	100.00	100.00	100.00	N 90° 00' 00" E	N 0° 00' 00" W	N 90° 00' 00" E
C7	100.00	100.00	100.00	N 0° 00' 00" W	N 90° 00' 00" E	N 0° 00' 00" W
C8	100.00	100.00	100.00	N 90° 00' 00" E	N 0° 00' 00" W	N 90° 00' 00" E
C9	100.00	100.00	100.00	N 0° 00' 00" W	N 90° 00' 00" E	N 0° 00' 00" W
C10	100.00	100.00	100.00	N 90° 00' 00" E	N 0° 00' 00" W	N 90° 00' 00" E
C11	100.00	100.00	100.00	N 0° 00' 00" W	N 90° 00' 00" E	N 0° 00' 00" W
C12	100.00	100.00	100.00	N 90° 00' 00" E	N 0° 00' 00" W	N 90° 00' 00" E
C13	100.00	100.00	100.00	N 0° 00' 00" W	N 90° 00' 00" E	N 0° 00' 00" W
C14	100.00	100.00	100.00	N 90° 00' 00" E	N 0° 00' 00" W	N 90° 00' 00" E
C15	100.00	100.00	100.00	N 0° 00' 00" W	N 90° 00' 00" E	N 0° 00' 00" W
C16	100.00	100.00	100.00	N 90° 00' 00" E	N 0° 00' 00" W	N 90° 00' 00" E
C17	100.00	100.00	100.00	N 0° 00' 00" W	N 90° 00' 00" E	N 0° 00' 00" W
C18	100.00	100.00	100.00	N 90° 00' 00" E	N 0° 00' 00" W	N 90° 00' 00" E

PRIVATE ROAD STATEMENT

1. Navarre County, all road located on the lands unless they meet the county standards in effect at the date of acceptance.
2. The roads to be maintained in perpetuity by the owners in the subdivision, and must contain mechanism for assessing the owners to provide adequate means for periodic maintenance.
3. Requirement that every land owner make to the grantor that all areas are private, that no easements will be created for public use, and the quality of the roads may affect access by public services such as police, fire and EMS.

UTILITY EASEMENTS

UTILITY EASEMENTS: UTILITY EASEMENTS OF NOT LESS THAN FIFTY (50) FEET SHALL BE PROVIDED ON EACH SIDE OF THE FRONT OR REAR LOT LINES AS APPLICABLE. EASEMENTS SHALL BE CLEARLY INDICATED ON THE PRELIMINARY AND FINAL PLAT. EASEMENTS, RIGHTS SHALL BE DEFINED AND EXPLAINED ON THE PLAT AS FOLLOWS:

THE EASEMENTS SHOWN THEREON ARE HEREBY RESERVED FOR PURPOSES AS INDICATED. THE UTILITY EASEMENTS SHALL BE OPEN TO ALL PUBLIC AND PRIVATE UTILITIES FOR THE PARTICULAR USE, THE MAINTENANCE OF FRAMES, AND THE CONSTRUCTION, REPAIR, RECONSTRUCTION OR REPLACEMENT OF ANY OF THE FOLLOWING: GAS, WATER, SEWER, TELEPHONE, CABLE, AND OTHER PUBLIC UTILITIES. THE EASEMENTS AS SHOWN AND DESCRIBED SHALL BE SUBJECT TO THE RIGHT OF THE UTILITY COMPANY TO CONSTRUCT, REPAIR, RECONSTRUCT OR REPLACE ANY OF THE FOLLOWING: GAS, WATER, SEWER, TELEPHONE, CABLE, AND OTHER PUBLIC UTILITIES. THE UTILITY COMPANY SHALL BE RESPONSIBLE FOR THE CONSTRUCTION, MAINTENANCE OR REPAIR OF ITS RESPECTIVE SYSTEM ON THE EASEMENTS. AND ALL PUBLIC UTILITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF ACCESS AND EGRESS TO OR FROM AND UNDER THE SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTENANCE AND REPAIR TO OR TO REMOVE ALL OR PARTS OF ITS RESPECTIVE SYSTEM WITHOUT THE NECESSITY OF ANY TYPE OF PERMITS OR THE PERMISSION OF ANYONE. ANY PUBLIC UTILITY SHALL HAVE THE RIGHT OF ACCESS AND EGRESS TO OR FROM ANY PROPERTY FOR THE PURPOSE OF READING METERS AND ANY MAINTENANCE AND SERVICE REQUIRED OR OTHERWISE AUTHORIZED BY THE UTILITY CUSTOMER METERS AND SERVICE LINES ARE CONSIDERED AN INTEGRAL AND NECESSARY PART OF UTILITY SYSTEMS, REGARDLESS OF WHETHER THEY WERE INSTALLED BY THE UTILITY OR THE CUSTOMER.

LINE	BEARING	DISTANCE	NOTE
1	N 89° 12' 30" W	180.00	(cont. N 89° 12' 30" W 180.00)
2	N 89° 12' 30" W	180.00	(cont. N 89° 12' 30" W 180.00)
3	N 89° 12' 30" W	180.00	(cont. N 89° 12' 30" W 180.00)
4	N 89° 12' 30" W	180.00	(cont. N 89° 12' 30" W 180.00)
5	N 89° 12' 30" W	180.00	(cont. N 89° 12' 30" W 180.00)
6	N 89° 12' 30" W	180.00	(cont. N 89° 12' 30" W 180.00)
7	N 89° 12' 30" W	180.00	(cont. N 89° 12' 30" W 180.00)
8	N 89° 12' 30" W	180.00	(cont. N 89° 12' 30" W 180.00)
9	N 89° 12' 30" W	180.00	(cont. N 89° 12' 30" W 180.00)
10	N 89° 12' 30" W	180.00	(cont. N 89° 12' 30" W 180.00)
11	N 89° 12' 30" W	180.00	(cont. N 89° 12' 30" W 180.00)
12	N 89° 12' 30" W	180.00	(cont. N 89° 12' 30" W 180.00)
13	N 89° 12' 30" W	180.00	(cont. N 89° 12' 30" W 180.00)
14	N 89° 12' 30" W	180.00	(cont. N 89° 12' 30" W 180.00)
15	N 89° 12' 30" W	180.00	(cont. N 89° 12' 30" W 180.00)
16	N 89° 12' 30" W	180.00	(cont. N 89° 12' 30" W 180.00)
17	N 89° 12' 30" W	180.00	(cont. N 89° 12' 30" W 180.00)
18	N 89° 12' 30" W	180.00	(cont. N 89° 12' 30" W 180.00)

- 1 1.450 AC. -0.23 AC. IN ROAD.
- 2 1.285 AC. -0.08 AC. IN ROAD.
- 3 1.224 AC. -0.05 AC. IN ROAD.
- 4 1.205 AC. -0.05 AC. IN ROAD.
- 5 1.258 AC. -0.06 AC. IN ROAD.
- 6 1.281 AC. -0.06 AC. IN ROAD.
- 7 1.103 AC. -0.05 AC. IN ROAD.
- 8 1.107 AC. -0.05 AC. IN ROAD.
- 9 1.112 AC. -0.05 AC. IN ROAD.
- 10 1.117 AC. -0.07 AC. IN ROAD.
- 11 1.071 AC. -0.07 AC. IN ROAD.
- 12 1.050 AC. -0.03 AC. IN ROAD.
- 13 1.050 AC. -0.03 AC. IN ROAD.

• = POINT IN ROAD
○ = 1/2" SET IRON ROD AT ALL CORNERS UNLESS NOTED

SCALE: 1" = 200'
COUNTY: Navarro
CREATED: See Plat

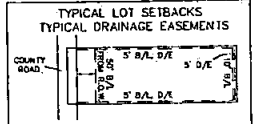
SURVEY: H.T. & B.R.R. Co Survey A-416
DESCRIPTION: 2019-00003114
SURVEYED FOR: Cross Country Land Company, Inc.

I, Clark Fencher, Registered Professional Land Surveyor 5035, do hereby certify that the above survey plat and notes at even date represent the results of an on the ground survey made under my direction and supervision.
This the 27th day of August, 2022.

Clark Fencher
Registered Professional Land Surveyor
Number 5035

JACK L. WARD & ASSOCIATES
FIRM NUMBER: 10057800
P. O. BOX 1490
ATKINS, TX 75751
(803) 670-3818
(803) 675-6635

USE OR REPRODUCTION OF THIS SURVEY FOR ANY PURPOSE BY OTHER PARTIES IS PROHIBITED. SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.



STATE OF TEXAS:
COUNTY OF NAVARRO: KNOW ALL MEN BY THESE PRESENTS:
THAT CROSS COUNTRY LAND COMPANY IS THE OWNER OF THE TRACT OF LAND SHOWN HEREON AND DOES HEREBY ADOPT THIS PLAT DESIGNATING THIS PROPERTY AS LOTS 1 THROUGH 20 OF GRACE PRAIRIE, NAVARRO COUNTY, TEXAS, AND DEDICATE TO THE PUBLIC FOREVER ALL STREETS AND EASEMENTS SHOWN HEREON.

WITNESS OUR HANDS ON THIS THE _____ DAY OF _____, 2019.

Jana Hayes
4560 Belt Line Rd. Suite 428
Addicks, TX 75001-4518

STATE OF TEXAS:
COUNTY OF NAVARRO: KNOW ALL MEN BY THESE PRESENTS:
BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY APPEARED JANA HAYES, KNOWN TO ME TO BE THE PERSON WHOSE SUBSCRIBED TO THE FOREGOING, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED TO THE SAME FOR THE PURPOSE HEREIN EXPRESSED.

WITNESS MY HAND AND SEAL ON THIS THE _____ DAY OF _____, 2020.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS:
COUNTY OF NAVARRO: KNOW ALL MEN BY THESE PRESENTS
CERTIFICATE OF APPROVAL BY THE COMMISSIONERS COURT OF NAVARRO COUNTY, TEXAS
APPROVED THIS DATE, THE _____ DAY OF _____, 2020.

COUNTY JUDGE
COMMISSIONER PRECINCT #1
COMMISSIONER PRECINCT #2
COMMISSIONER PRECINCT #3
COMMISSIONER PRECINCT #4

STATE OF TEXAS:
COUNTY OF NAVARRO: KNOW ALL MEN BY THESE PRESENTS.
THAT I, COUNTY CLERK FOR THE COUNTY OF NAVARRO, DO HEREBY CERTIFY THAT THE FOREGOING PLAT WAS FILED IN MY OFFICE ON THIS THE _____ DAY OF _____, 2020

COUNTY CLERK
THIS PLATTED AREA MEETS OR EXCEEDS THE MINIMUM REQUIREMENTS ESTABLISHED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR ON-SITE SEWAGE DISPOSAL FACILITIES. TO BE LICENSED BY NAVARRO COUNTY

AUTHORIZED REPRESENTATIVE
NAVARRO COUNTY