

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

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: [X] Preliminary [] Final [] Replat/Amendment

Proposed name of subdivision: Ragira Acres

Acreeage of subdivision: 50 acres Number of proposed lots: 4

Name of Owner: Elijah Ragira

Address: 5400 Rush Creek Dr, Ard, TX 76017

Phone number: 817 917 1957 Email: e.ragira@gmail.com

Surveyor: Address Surveying, LLC

Address: 506, Richardson Street

Phone number: 903 904-5043 Fax Number: 903 904 5044

Email: rca@addresssurveying.com

Physical location of property: 8100 NW County Rd 0080

Legal Description of property: 50.0 acres in the W.S. Carras Survey; A-189; Tract 1A

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.

Signature of Owner: [Signature] Date: 7/31/2024

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: [Signature] Date: 7/31/2024
Signature of Authorized Representative: Mike Cage rector Date: 7/31/2024

FILED FOR RECORD IN CABINET _____, SLIDE _____
OF THE PLAT RECORDS OF NAVARRO COUNTY, TEXAS (P.R.N.C.T.).



SURVEYOR'S NOTES:

- BEARINGS AND DISTANCES WERE DERIVED FROM G.P.S. OBSERVATIONS AND ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, N.A.D. 83 NORTH CENTRAL ZONE (FIPS 4202).
- NO EFFORT WAS MADE BY THE SURVEYOR TO LOCATE POSSIBLE UNDERGROUND GAS LINES AND/OR OTHER SUBSURFACE UTILITIES IN THIS PROPERTY. SURVEYOR ASSUMES NO RESPONSIBILITY FOR ANY RESULT OR ACCIDENT THEREON.
- THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS, ENCUMBRANCES, OR OTHER MATTERS OF RECORD NOT SHOWN HEREON AS A RESULT.
- ADDRESS SURVEYING, LLC PROJECT NUMBER 2020-0163 DRAFTED BY I.J.M. (08/16/2024)

SURVEYOR'S CERTIFICATE:

I, ROSS C. ADDRESS, TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR NUMBER 6464, DECLARE THAT THE PLAT SHOWN HEREON REPRESENTS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION IN AUGUST OF 2024 AND THIS SURVEY COMPLIES WITH THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS STANDARDS EFFECTIVE SEPTEMBER, 1992.
GIVEN UNDER MY HAND AND SEAL, THIS THE 26th DAY OF AUGUST, 2024.

**PRELIMINARY
FOR REVIEW PURPOSES ONLY**

08/24/2024
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE
AND SHALL NOT BE USED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

ROSS C. ADDRESS, TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6464
ADDRESS SURVEYING, LLC
506 RICHARDSON STREET ATHENS, TEXAS 75751 (903) 904-5043
TPIPLS FIRM NUMBER: 10194120

ACKNOWLEDGEMENT:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT I, ELIJAH RAGIRA, OWNER OF THE RESIDUE OF SAID 50,000 ACRES SHOWN HEREON, DO HEREBY ADOPT THIS FINAL PLAT OF "RAGIRA ACRES", A SUBDIVISION OF NAVARRO COUNTY, TEXAS, AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS AND EASEMENTS SHOWN SO FAR AS MY 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 THE _____ DAY OF _____, 2024.

ELIJAH RAGIRA
5400 RUSH CREEK DRIVE
ARLINGTON, TEXAS 76017

NOTARIZATION:

NOW, THEREFORE, KNOW BY ALL MEN BY THESE PRESENTS, BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR NAVARRO COUNTY, TEXAS, ON THIS DAY APPEARED ELIJAH RAGIRA, 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 HEREIN EXPRESSED.

SUBSCRIBED TO AND SWORN BEFORE ME, A NOTARY PUBLIC, IN AND FOR NAVARRO COUNTY, TEXAS ON THIS THE _____ DAY OF _____, 2024.

NOTARY PUBLIC, IN AND FOR NAVARRO COUNTY, TEXAS

CLERK'S OFFICE ACCEPTANCE:

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 _____, 2024.

COUNTY CLERK, NAVARRO COUNTY TEXAS

EASEMENT RIGHTS:

THE EASEMENTS SHOWN HEREON ARE HEREBY RESERVED FOR THE PURPOSES AS INDICATED. THE UTILITY EASEMENTS SHALL BE OPEN TO ALL PUBLIC AND PRIVATE UTILITIES FOR EACH PARTICULAR USE. THE MAINTENANCE OF PAVING ON THE UTILITY EASEMENTS ARE THE RESPONSIBILITY OF THE PROPERTY OWNERS. NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED, RECONSTRUCTED OR PLACED ON, OVER OR ACROSS THE EASEMENTS AS SHOWN. SAID EASEMENTS BEING HEREBY RESERVED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES USING AND DESIRING TO USE THE SAME. ALL AND ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF ITS RESPECTIVE SYSTEM ON THE EASEMENTS, AND ALL PUBLIC UTILITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM AND UPON THE SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING AND ADDING TO OR TO REMOVING ALL OR PARTS OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. ANY PUBLIC UTILITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS TO PRIVATE PROPERTY FOR THE PURPOSE OF READING METERS AND ANY MAINTENANCE AND SERVICE REQUIRED OR ORDINARILY PERFORMED 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 COMPANY OR THE CUSTOMER.

SEWER / SEPTIC SYSTEMS:

SEWER SERVICES TO BE PROVIDED BY INDIVIDUAL O.S.S.F. SYSTEMS APPROVED AND INSTALLED IN ACCORDANCE WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, TARRANT REGIONAL WATER DISTRICT, AND/OR NAVARRO COUNTY, TEXAS REGULATIONS.

NOTES PER NAVARRO COUNTY REQUIREMENTS:

- BLOCKING OF THE FLOW OF WATER OR CONSTRUCTION IMPROVEMENTS IN DRAINAGE EASEMENTS AND FILLING OR OBSTRUCTING ANY FLOODWAYS IS PROHIBITED.
- THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THE ADDITION WILL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUAL OWNERS OF THE LOT OR LOTS THAT OR TRAVERSED BY OR ADJACENT TO THE DRAINAGE COURSES ALONG OR ACROSS SAID LOTS.
- NAVARRO COUNTY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID DRAINAGE WAYS OR FOR THE CONTROL OF EROSION.
- NAVARRO COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.

COMMISSIONER'S COURT APPROVAL:

APPROVED BY THE NAVARRO COUNTY, TEXAS COMMISSIONER'S COURT ON THIS THE _____ DAY OF _____, 2024.

COUNTY JUDGE, NAVARRO COUNTY, TEXAS

COMMISSIONER, PRECINCT #1, NAVARRO COUNTY, TEXAS

COMMISSIONER, PRECINCT #2, NAVARRO COUNTY, TEXAS

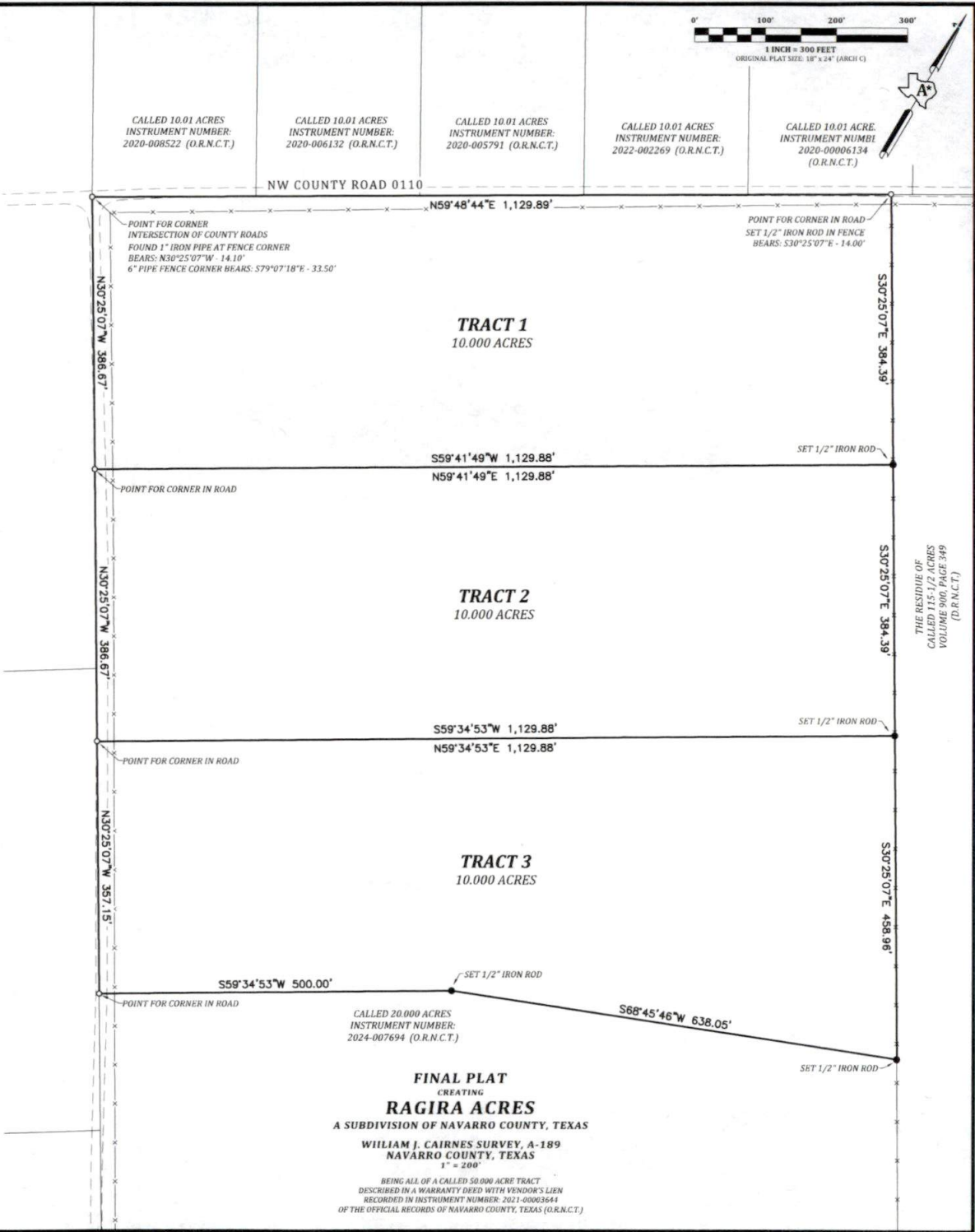
COMMISSIONER, PRECINCT #3, NAVARRO COUNTY, TEXAS

COMMISSIONER, PRECINCT #4, NAVARRO COUNTY, TEXAS

STATE OF TEXAS, COUNTY OF NAVARRO:

NOW, THEREFORE, KNOW BY ALL MEN BY THESE PRESENTS, THIS PLATTED AREA MEETS OR EXCEEDS THE MINIMUM REQUIREMENTS ESTABLISHED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR ON-SITE SEWAGE FACILITIES, TO BE LICENSED BY NAVARRO COUNTY AUTHORIZED AGENT.
APPROVED ON THIS THE _____ DAY OF _____, 2024.

DESIGNATED REPRESENTATIVE, NAVARRO COUNTY, TEXAS



FINAL PLAT
CREATING
RAGIRA ACRES
A SUBDIVISION OF NAVARRO COUNTY, TEXAS
WILLIAM J. CAIRNES SURVEY, A-189
NAVARRO COUNTY, TEXAS
1" = 200'
BEING ALL OF A CALLED 50,000 ACRE TRACT DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN INSTRUMENT NUMBER: 2021-00063641 OF THE OFFICIAL RECORDS OF NAVARRO COUNTY, TEXAS (O.R.N.C.T.)

THE RESIDUE OF
CALLED 115-1/2 ACRES
VOLUME 900, PAGE 349
(O.R.N.C.T.)

Exhibit A

RULES AND RESTRICTIONS FOR THE USE AND IMPROVEMENTS OF THE PREMISES KNOWN AS RAGIRA ACRES in Navarro County, Texas.

The use and improvement of the Premises are subject to and must comply with the Declarations and Restrictions herein that affect RAGIRA ACRES situated in the W. J. Carnes Survey A-189 in Navarro County, Texas. Being more particularly shown and described in Volume ____, page ____, Plat Records of Navarro County, Texas. All zoning laws, regulations and ordinances of municipal and/or other governmental authorities that may be in effect from time to time. In addition, the use and improvement of the Premises are subject to the following restrictions and requirements:

RESTRICTIONS:

1. The land shall be used for residential purposes only. The property shown and described in Volume ____, page ____ of the Navarro County, Texas plat records shall only be subdivided once and only for an immediate family member such as Father, Mother, son or daughter of "Owner". No more than one detached single family dwelling (home), one garage and one storage building or barn are permitted to be constructed per tract. No tract of "Land" shall be subdivided into tracts smaller than 5 acres.
2. All construction of barns or outbuildings must be completed within 9 months of the date construction commences. All homes must be built on a concrete slab foundation. The exterior of all homes must be completed within 9 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 500 square feet.
3. Only one manufactured (mobile) homes and/or modular homes will be permitted per tract. Said home shall have no less than 1,300 square feet of livable space and not more than 5 years of age and be in good condition. Wheels on said homes shall be removed and a solid support installed to permanently affix the dwelling. It shall be the responsibility of the Owner to anchor/strap his home as protection against high winds in accordance with the manufacture'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 homes not complying with these stated criteria will be removed by the Landlord/Developer at the owner's expense.

Initialed for Identification by Buyer _____ Seller _____

4. All construction and improvements on the land must be pre-approved by Landlord/Developer in writing.
5. No residential dwelling shall contain less than 1,300 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 dwelling space only. All homes shall have a minimum exterior of no less than 30% brick, wood, stone, hardy board, metal or stucco.
6. No tires, concrete blocks or other unsightly items (as determined by the Landlord/Developer in its sole discretion) shall be placed on the roof of any building.
7. All barns or outbuildings such as garages or storage buildings must be of at least equal quality of the home (as determined by the Landlord/Developer in its sole discretion) and constructed of metal (containing baked-on enamel paint), wood, hardy board or masonry construction and painted the same or similar color as the home.
8. No recreational vehicle (RV) or travel trailer shall be permitted as a permanent dwelling on the property except during home construction and shall not exceed a period of more than 15 months. Storage of RV's or travel trailers owned by the owner or their heirs/assigns shall be permitted but should be kept out of sight of any public road.
9. No home shall be constructed in flood plain. Tenet/Landlord is responsible for determining the location of flood plain.
10. No building or structures shall be placed on any recorded or unrecorded easement. Tenant/Landord is responsible for determining the location of any easements.
11. All buildings and structures on the Land must be set back at least 100 feet from and road or public right of way.
12. Tenant/Land owner must obtain a private sewage facility license from the Navarro County Environmental Services Department for each Land prior to the completion of any residential dwelling.

Initialed for Identification by Buyer _____ Seller _____

13. All culverts on the Land must be installed according to Navarro County regulations. A permit for the construction of such culverts must be obtained from Navarro County; a copy thereof must be delivered to Landlord/Developer prior to the commencement of construction.
14. All driveways on the Land must be constructed of gravel, asphalt or concrete.
15. All personal items such as mowers, tools, bicycles, boats, etc. shall be stored inside a building or completely enclosed behind a sight proof fence.
16. Fences must be constructed of wood, chain-link, or other industry standard or ranch fencing material. Sheet metal fences are not permitted.
17. No signs of any type, except 3' x 2' standard real estate sign if a home is for sale shall be allowed on the Land.
18. No debris, inoperative, wrecked or junk motor vehicles or equipment may located on the Land. All vehicles must have a current valid registration and proof of current 6-month insurance policy.
19. The Land shall not be used as a dumping ground for rubbish, trash, garbage, tires or any form of waste, including but not limited to, hazardous wastes, toxic wastes, chemical wastes, or industrial byproducts, at any time.
20. All Tenants or Land owners must subscribe to a trash service that serves the Land. No burning of trash leaves, lawn clippings or other refuse is permitted at any time.
21. No noxious or offensive trade or activity permitted on the Land at any time, or any activity which creates excessive noise or becomes and annoyance or become a nuisance to the neighborhood or Land. **NO SHOOTING RANGE ALLOWED!**
22. Livestock and poultry shall be permitted on the property as specified: One large animal per 2 acres, no more than 30 fowl (chickens, ducks, geese, etc.) per 10 acre tract, only one pig per 10 acre tract, no more than six sheep or goats per acre.

Initialed for Identification by Buyer _____ Seller _____

23. ILLEGAL ACTIVITIES, INCLUDING BUT NOT LIMITED TO CHICKEN OR DOG FIGHTING, SHALL NOT BE PERMITTED ON THE LAND AT ANY TIME. Any illegal activities, or any activities deemed inappropriate by the Landlord/Developer in its discretion, shall be subject to a fine of not less than \$500.00 per day paid to the Landlord/Developer. Any unpaid fines shall be deducted from the regular monthly payments or a lien placed upon the Land of the offending owner and/or the property upon which such activities occur.
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 double every 30 days until the violation has been corrected, or from \$20 per day to \$40, from \$40 to \$80, etc.
25. CONTINUED VIOLATION of these rules and restrictions shall constitute a default in accordance with the terms of the Lease in addition to any remedies provided to Landlord under the Lease, Tenant agrees that any violations of these rules and restrictions that are not corrected within thirty (30) days of written notice shall constitute a nuisance and entitle Landlord to obtain from Tenant, as additional rent, and amount equal to \$30.00 per day per violation, until such violations are fully corrected. This additional rent shall be due and payable upon demand by Landlord.
26. The LIEN securing the assessments will be subordinate and inferior to the lien of any first mortgage or Deed of Trust, now or hereafter placed on the Land subject to assessments provided, however, that such subordination shall apply only in the assessments which have become due and payable prior to the sale, whether public or private, of such property pursuant to the terms and conditions of any Deed of Trust. Such sale shall not relieve such Land from liability for the amount of any assessments thereafter becoming due, nor from the lien of any subsequent assessment.
27. 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.

Initialed for Identification by Buyer _____ Seller _____

28. VARIANCES: Landlord/Developer can elect to grant or deny a variance from these Restrictions as its sole and absolute discretion.

29. Landlord is exempt from all restrictions during development and sales period.

DURATION OF RESTRICTIONS RUN WITH THE LAND. These covenants, conditions and restrictions shall constitute an easement and imposition in and upon the property and every part thereof, and they shall run with the Land and shall insure to the benefit of and be binding upon and enforceable by Landlord/Developer for a period of fifteen (15) years from date of recording, after which time said restrictions and covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of Tract owners with one vote per tract has been recorded, changing said restrictions and covenants in whole or in part. Enforcement of these covenants are enforceable by any landowner of the Property and shall not necessarily be the sole responsibility of the Landlord/Developer herein.

Initialed for Identification by Buyer _____ Seller _____