

STATE OF TEXAS
COUNTY OF ROCKWALL

WHEREAS D.R. HORTON—TEXAS, LTD. is the owner of a parcel of land located in the City of Rockwall, Rockwall County, Texas, and being a part of the Mial B. Jones Survey, Abstract Number 122, and being a part of the Samuel S. McCurry Survey, Abstract Number 146, and also being a part of a called 39.616 acres tract of land described as Tract 1 and part of a called 47.671 acre tract of land described as Tract 2 in deed to D.R. Horton—Texas, Ltd. as recorded in Volume 6588, Page 203, Deed Records of Rockwall County, and being further described as follows:

BEGINNING at a one—half inch iron rod found at the most southerly southeast corner of said Tract 2, said point also being the north corner of Lot 5, Block I, Caruth Lake, Phase 6, an addition to the City of Rockwall as recorded in Cabinet F, Page 259, Plat Records of Rockwall County;

THENCE along the south line of said Tract 2 and the north line of said Caruth Lake, Phase 6 as follows:
South 58 degrees 12 minutes 11 seconds West, 165.00 feet to a one—half inch iron rod found for corner, said point being in the west right—of—way line of Shady Lane Drive (a 50 foot right—of—way) dedicated by said Caruth Lake, Phase 6 plat;
South 31 degrees 47 minutes 49 seconds East, 27.47 feet along the west right—of—way line of Shady Lane Drive to a one—half inch iron rod found at the north corner of Lot 28A, Block A, of said Caruth Lake, Phase 6 plat;
South 58 degrees 12 minutes 11 seconds West, 120.00 feet to a one—half inch iron rod found at the west corner of said Lot 28A, said point also being the southwest corner of said Tract 2;

THENCE along the west line of said Tract 2 as follows:
North 31 degrees 47 minutes 49 seconds West, 506.46 feet to a one—half inch iron rod found for corner;
North 01 degrees 50 minutes 56 seconds West, 225.00 feet to a one—half inch iron rod found for corner;
North 59 degrees 58 minutes 02 seconds West, 276.12 feet to a one—half inch iron rod found for corner;
North 48 degrees 02 minutes 08 seconds West, 230.44 feet to a one—half inch iron rod found for corner;
North 17 degrees 59 minutes 54 seconds West, 221.09 feet to a one—half inch iron rod found at the northwest corner of said Tract 2;

THENCE along the north line of said Tract 2 as follows:
North 43 degrees 13 minutes 19 seconds East, 151.97 feet to a one—half inch iron rod found for corner;
North 85 degrees 56 minutes 15 seconds East, 68.83 feet to a one—half inch iron rod found for corner;
North 64 degrees 28 minutes 47 seconds East, 359.82 feet to a one—half inch iron rod found for corner;
South 64 degrees 05 minutes 56 seconds East, 100.36 feet to a one—half inch iron rod found for corner;
North 87 degrees 12 minutes 49 seconds East, 120.77 feet to a one—half inch iron rod found for corner;
Northeasterly, 302.26 feet along a curve to the left having a central angle of 43 degrees 17 minutes 44 seconds, a radius of 400.00 feet, a tangent of 158.76 feet, and whose chord bears North 65 degrees 33 minutes 56 seconds East, 295.12 feet to a one—half inch iron rod found for corner;
North 43 degrees 55 minutes 04 seconds East, 70.17 feet to a one—half inch iron rod found for corner;
North 46 degrees 25 minutes 29 seconds East, 524.77 feet to a one—half inch iron rod set for corner, said point being the most westerly corner of Caruth Lakes, Phase 8A, an addition to the City of Rockwall as recorded in Cabinet H, Slide 287, Plat Records of Rockwall County;

THENCE South 39 degrees 00 minutes 00 seconds East, 601.88 feet to a one—half inch iron rod set at the most southerly southwest corner of said Caruth Lakes, Phase 8A, said point also being in the south line of said Tract 2;

THENCE along the south line of said Tract 2 as follows:
South 62 degrees 45 minutes 51 seconds West, 709.59 feet to a one—half inch iron rod found for corner;
South 63 degrees 16 minutes 47 seconds West, 424.43 feet to a one—half inch iron rod set for corner;

THENCE departing the south line of said Tract 2, South 01 degrees 50 minutes 56 seconds East, 275.54 feet to a one—half inch iron rod set for corner;

THENCE Southeasterly, 108.25 feet along a curve to the left having a central angle of 11 degrees 29 minutes 10 seconds, a radius of 540.00 feet, a tangent of 54.31 feet, and whose chord bears South 07 degrees 35 minutes 31 seconds East, 108.07 feet to a one—half inch iron rod set for corner;

THENCE South 76 degrees 39 minutes 54 seconds West, 20.01 feet to a one—half inch iron rod set for corner in the east line of said Tract 2;

THENCE Southeasterly, 180.44 feet along a curve to the left having a central angle of 18 degrees 27 minutes 42 seconds, a radius of 560.00 feet, a tangent of 91.01 feet, and whose chord bears South 22 degrees 33 minutes 59 seconds East, 179.66 feet to a one—half inch iron rod found for corner;

THENCE South 31 degrees 47 minutes 49 seconds East, 252.98 feet to the POINT OF BEGINNING and containing 1,097,368 square feet or 25.192 acres of land.

OWNER’S DEDICATION

STATE OF TEXAS
COUNTY OF ROCKWALL

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS
COUNTY OF ROCKWALL

I D.R. Horton—Texas, Ltd. the undersigned owners of the land shown on this plat, and designated herein as the Caruth Lakes, Phase 8B subdivision to the City of Rockwall, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. We further certify that all other parties who have a mortgage or lien interest in the Caruth Lakes, Phase 8B subdivision have been notified and signed this plat. We understand and do hereby reserve the easement strips shown on this plat for the purposes stated and for the mutual use and accommodation of all utilities desiring to use or using same. We also understand the following;
1. No buildings shall be constructed or placed upon, over, or across the utility easements as described herein.
2. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of their respective system on any of these easement strips; and any public utility shall at all times have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone.
3. The City of Rockwall will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in the subdivision.
4. The developer and subdivision engineer shall bear total responsibility for storm drain improvements.
5. The developer shall be responsible for the necessary facilities to provide drainage patterns and drainage controls such that properties within the drainage area are not adversely affected by storm drainage from the development.
6. No house dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until the developer and/or owner has complied with all requirements of the Subdivision Regulations of the City of Rockwall regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets with the required base and paving, curb and gutter, water and sewer, drainage structures, storm structures, storm sewers, and alleys, all according to the specifications of the City of Rockwall; or

Until an escrow deposit, sufficient to pay for the cost of such improvements, as determined by the city’s engineer and/or city administrator, computed on a private commercial rate basis, has been made with the city secretary, accompanied by an agreement signed by the developer and/or owner, authorizing the city to make such improvements at prevailing private commercial rates, or have the same made by a contractor and pay for the same out of the escrow deposit, should the developer and/or owner fail or refuse to install the required improvements within the time stated in such written agreement, but in no case shall the City be obligated to make such improvements itself. Such deposit may be used by the owner and/or developer as progress payments as the work progresses in making such improvements by making certified requisitions to the city secretary, supported by evidence of work done; or

Until the developer and/or owner files a corporate surety bond with the city secretary in a sum equal to the cost of such improvements for the designated area, guaranteeing the installation thereof within the time stated in the bond, which time shall be fixed by the city council of the City of Rockwall.

We further acknowledge that the dedications and/or exaction’s made herein are proportional to the impact of the Subdivision upon the public services required in order that the development will comport with the present and future growth needs of the City; Our successors and assigns hereby waive any claim, damage, or cause of action that we may have as a result of the dedication of exactions made herein.

WITNESS MY HAND at Rowlett, Texas, this ____ day of _____, 2013.

David L. Booth, an Authorized Agent for D.R. Horton—Texas Ltd.

STATE OF TEXAS ~
COUNTY OF DALLAS ~

BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared David L. Booth *Assistant Vice President*, 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 purposes and consideration therein expressed and in the capacity therein stated.

WITNESS MY HAND at Dallas, Texas, this ____ day of _____, 2013.

Notary Public in and for the State of Texas

SURVEYOR’S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, DAN B. RAMSEY, do hereby certify that I prepared this plat from an actual survey of the land and that the corner monuments shown hereon were properly placed under my personal supervision in accordance with the Platting Rules and Regulations of the City of Rockwall, Rockwall County, Texas.

Dan B. Ramsey, R.P.L.S. No. 4172



RECOMMENDED FOR FINAL APPROVAL

Planning and Zoning Commission

Date

APPROVED

I hereby certify that the above and foregoing plat of an addition to the City of Rockwall, Texas, was approved by the Council of the City of Rockwall on the ____ day of _____, 2013.

This approval shall be invalid unless the approved plat for such addition is recorded in the office of the County Clerk Rockwall, County, Texas, within one hundred eighty (180) days from said date of final approval.

WITNESS OUR HANDS, this ____ day of _____, _____

Mayor, City of Rockwall

City Secretary

City Engineer

FINAL PLAT

CARUTH LAKES, PHASE 8B

25.192 ACRES OUT OF THE MIAL B. JONES SURVEY, ABSTRACT NO. 122, AND THE SAMUEL S. McCURRY SURVEY, ABSTRACT NO. 146

69 RESIDENTIAL LOTS

CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

D.R. HORTON — TEXAS, LTD.

4306 Miller Road, Suite A
Rowlett, Texas 75088

OWNER

(214) 607—4244

JB PARTNERS, INC.

16301 Quorum Drive, Suite 200 B
Addison, Texas 75001

SURVEYOR/ENGINEER

(972)248—7676