

OWNERS CERTIFICATE

STATE OF TEXAS}
COUNTY OF ROCKWALL}

WHEREAS, J-BR2, LLC, BEING THE OWNER OF a tract of land in the D. Atkins Survey, Abstract No. 1, situated in the City of Rockwall, in Rockwall County, Texas, embracing all of a tract of land described in the deed to J-BR2, LLC, recorded in Instrument No. 200900415500 of the Deed Records of Rockwall County, Texas, and embracing all of a tract of land described in the deed to J-BR2, LLC, recorded in Instrument No. 200900415503 of said Deed Records, and being more particularly described as follows:

BEGINNING at a 60D nail found in the west line of Ridge Road (F.M. 740), a variable width right of way, for the most easterly northeast corner of said J-BR2, LLC, tract recorded in Instrument No. 200900415500 and the southeast corner of a tract of land described in the deed to Billy W. Peoples recorded in Volume 75, Page 213 of said Deed Records;

THENCE South 10 degrees 50 minutes 37 seconds West, along the west line of said Ridge Road and the east line of said J-BR2, LLC, tract recorded in Instrument No. 200900415500, a distance of 301.97 feet of a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for the most easterly southeast corner of said J-BR2, LLC, tract recorded in Instrument No. 200900415500 and the northeast corner of said J-BR2, LLC, tract recorded in Instrument No. 200900415503;

THENCE South 11 degrees 42 minutes 34 seconds West, along the west line of said Ridge Road and the east line of said J-BR2, LLC, tract recorded in Instrument No. 200900415503, a distance of 113.97 feet of a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for the southeast corner of said J-BR2, LLC, tract recorded in Instrument No. 200900415503 and the northeast corner of Lot 2 of Carroll Estates Subdivision, an addition to the City of Rockwall, Rockwall County, Texas and described in the deed to Ron and Gloria Mason recorded in Volume 2630, Page 1 of said Deed Records;

THENCE North 79 degrees 12 minutes 55 seconds West, along the south line of said J-BR2, LLC, tract recorded in Instrument No. 200900415503 and the north line of said Carroll Estates Subdivision, a distance of 164.77 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for the northwest corner of said Mason tract recorded in Volume 2630, Page 1 and the northeast corner of a tract of land described in the deed to Ron and Maxine Mason recorded in Volume 3269, Page 230 of said Deed Records;

THENCE North 79 degrees 16 minutes 04 seconds West, along the south line of said J-BR2, LLC, tract recorded in Instrument No. 200900415503 and the north line of said Carroll Estates Subdivision, a distance of 249.62 feet to a 1/2 inch iron rod found in the east line of a 15 feet wide alley for the southwest corner of said J-BR2, LLC, tract recorded in Instrument No. 200900415503 and the northwest corner of said Mason tract recorded in Volume 3269, Page 230;

THENCE North 10 degrees 36 minutes 15 seconds East, along the west line of said J-BR2, LLC, tract recorded in Instrument No. 200900415503 and the east line of said 15 feet wide alley, a distance of 61.96 feet to a 1/2 inch iron rod found for the northwest corner of said J-BR2, LLC, tract recorded in Instrument No. 200900415503 and an ell corner of said J-BR2, LLC, tract recorded in Instrument No. 200900415500;

THENCE North 86 degrees 21 minutes 17 seconds West, along the south line of said J-BR2, LLC, tract recorded in Instrument No. 200900415500 and the north line of said 15 feet wide alley, a distance of 305.59 feet to a P.K. nail found for the southwest corner of said J-BR2, LLC, tract recorded in Instrument No. 200900415500;

THENCE North 07 degrees 15 minutes 57 seconds West, along the west line of said J-BR2, LLC, tract recorded in Instrument No. 200900415500 and the east line of said 15 feet wide alley, a distance of 391.05 feet to an "X" cut set for the northwest corner of said J-BR2, LLC, tract recorded in Instrument No. 200900415500;

THENCE South 83 degrees 06 minutes 15 seconds East, along the north line of said J-BR2, LLC, tract recorded in Instrument No. 200900415500 and the south line of said 15 feet wide alley, a distance of 585.27 feet to a 1/2 inch iron rod found in the west line of said Peoples tract for an ell corner of said J-BR2, LLC, tract recorded in Instrument No. 200900415500;

THENCE South 11 degrees 20 minutes 52 seconds West, along the east line of said J-BR2, LLC, tract recorded in Instrument No. 200900415500 and the west line of said Peoples tract, a distance of 48.42 feet to a 1/2 inch iron rod found for the southwest corner of said Peoples tract and an ell corner of said J-BR2, LLC, tract recorded in Instrument No. 200900415500;

THENCE South 85 degrees 39 minutes 27 seconds East, along the north line of said J-BR2, LLC, tract recorded in Instrument No. 200900415500 and the south line of said Peoples tract, a distance of 259.31 feet to the POINT OF BEGINNING and containing 307,261 square feet or 7.054 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS}
COUNTY OF ROCKWALL}

I the undersigned owner of the land shown on this plat, and designated herein as the Eagle Point Estates 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. I further certify that all other parties who have a mortgage or lien interest in the Bobst Addition have been notified and signed this plat. I 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. I 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's West 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.

OWNERS DEDICATION (continued)

I 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; I, my successors and assigns hereby waive any claim, damage, or cause of action that I may have as a result of the dedication of exactions made herein.

Owner

STATE OF TEXAS
COUNTY OF ROCKWALL
Before me, the undersigned authority, on this day personally appeared _____, 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 and consideration therein stated.
Given upon my hand and seal of office this _____ day of _____.

Notary Public in and for the State of Texas

My Commission Expires: _____

Final Plat
EAGLE POINT ESTATES
-13 Lots-
BEING A 7.054 AC. TRACT OF LAND SITUATED IN THE
D. ATKINS SURVEY, ABST. NO. 1
IN THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS
Owner: DAN BOBST
Surveyor: MADDOX SURVEYING
Engineer: F.C. CUNY CORP.
1400 Ridge Rd. P.O. Box 2109 #2 Horizon Ct.
Rockwall, Texas 75087 Forney, Texas 75126 Heath, Texas 75032
(469) 402-0390 (972) 564-4416 (469) 402-7700
February 13, 2012 1"=60' Sheet 2 of 2