

STATE OF TEXAS  
COUNTY OF ROCKWALL

WHEREAS ROCKWALL SUMMIT PARTNERS, LLC, a Texas limited liability company by N3 Capital, LLC, a Texas limited liability company, being its manager, are the owners of that certain lot, tract or parcel of land situated in the William Blevins Survey, Abstract No. 9, and James Smith Survey, Abstract No. 200, City of Rockwall, Rockwall County, Texas, and being all of Lots 12, 13 and 14, Block A, La Jolla Pointe Addition, Phase 2, an addition to the City of Rockwall, according to the plat recorded in Cabinet G, Page 131-132, of the Plat Records of Rockwall County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set at the most southerly corner of Lot 11, Block A, of said La Jolla Pointe Addition, Phase 2, and same being in the east line of La Jolla Pointe Drive (a 60 feet right of way);

**THENCE** North 21 degrees 09 minutes 56 seconds East, along a southeasterly line of said Lot 11, Block A, a distance of 206.59 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for corner;

**THENCE** North 70 degrees 39 minutes 38 seconds East, continuing along said Lot 11, Block A, and the southeasterly line of Lot 9, Block A, of said La Jolla Pointe Addition, Phase 2, a distance of 499.77 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set in the southwest line of Lot 8, Block A, of said La Jolla Pointe Addition, Phase 2;

**THENCE** South 53 degrees 10 minutes 30 seconds East, along said Southwest line, a distance of 49.31 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for the northwest corner of Lot 1, Block A, Steak 'N Shake Addition, an addition to the City of Rockwall, according to the plat recorded in Cabinet F, Page 229-230, of the Plat Records of Rockwall County, Texas;

**THENCE** South 18 degrees 33 minutes 52 seconds East, along the southwest line of said Lot 1, Block A, a distance of 310.24 feet to an "X" set in the north line of Interstate Highway No. 30;

**THENCE** along the north line of said Interstate Highway No. 30, the following courses and distances:

South 66 degrees 13 minutes 27 seconds West, a distance of 202.62 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for corner;

South 89 degrees 03 minutes 32 seconds West, a distance of 215.47 feet to a 1/2 inch iron rod found for corner;

South 88 degrees 08 minutes 18 seconds West, a distance of 281.65 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set in the east line of said La Jolla Pointe Drive;

**THENCE** North 01 degrees 57 minutes 07 seconds West, along said east line, a distance of 59.89 feet to the **POINT OF BEGINNING**, and containing a 4.497 acres of land more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

STATE OF TEXAS  
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We the undersigned owner of the land shown on this plat, and designated herein as Lot 15-17, Block A of La Jolla Pointe Addition, Phase 2 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 La Jolla Pointe Addition, Phase 2, 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; we, 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.

ROCKWALL SUMMIT PARTNERS, LLC,  
A Texas limited liability company

By: N3 Capital, LLC,  
A Texas limited liability company  
Its Manager

By: Chris Baker  
Christopher E. Baker  
Chief Operating Officer

STATE OF TEXAS  
COUNTY OF ROCKWALL

BEFORE ME, the undersigned authority, on this day personally appeared Christopher E. Baker, 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 19<sup>th</sup> day of February, 2008.

Betty Austin  
Notary Public in and for the State of Texas  
My Commission Expires: 06/30/2008  
My Commission Expires: 6-30-2008

NOTE: It shall be the policy of the City of Rockwall to withhold issuing building permits until all streets, water, sewer and storm drainage systems have been accepted by the City. The approval of a plat by the City does not constitute any representation, assurance or guarantee that any building within such plat shall be approved, authorized or permit therefore issued, nor shall such approval constitute any representation, assurance or guarantee by the City of the adequacy and availability for water for personal use and fire protection within such plat, as required under Ordinance 83-54.

Chuck Todd 2-22-08  
City Engineer Date:

Recommended for Final Approval:

Cur Bricker 2-29-08  
Planning & 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 City Council of the City of Rockwall on the 4<sup>th</sup> day of June, 2008.

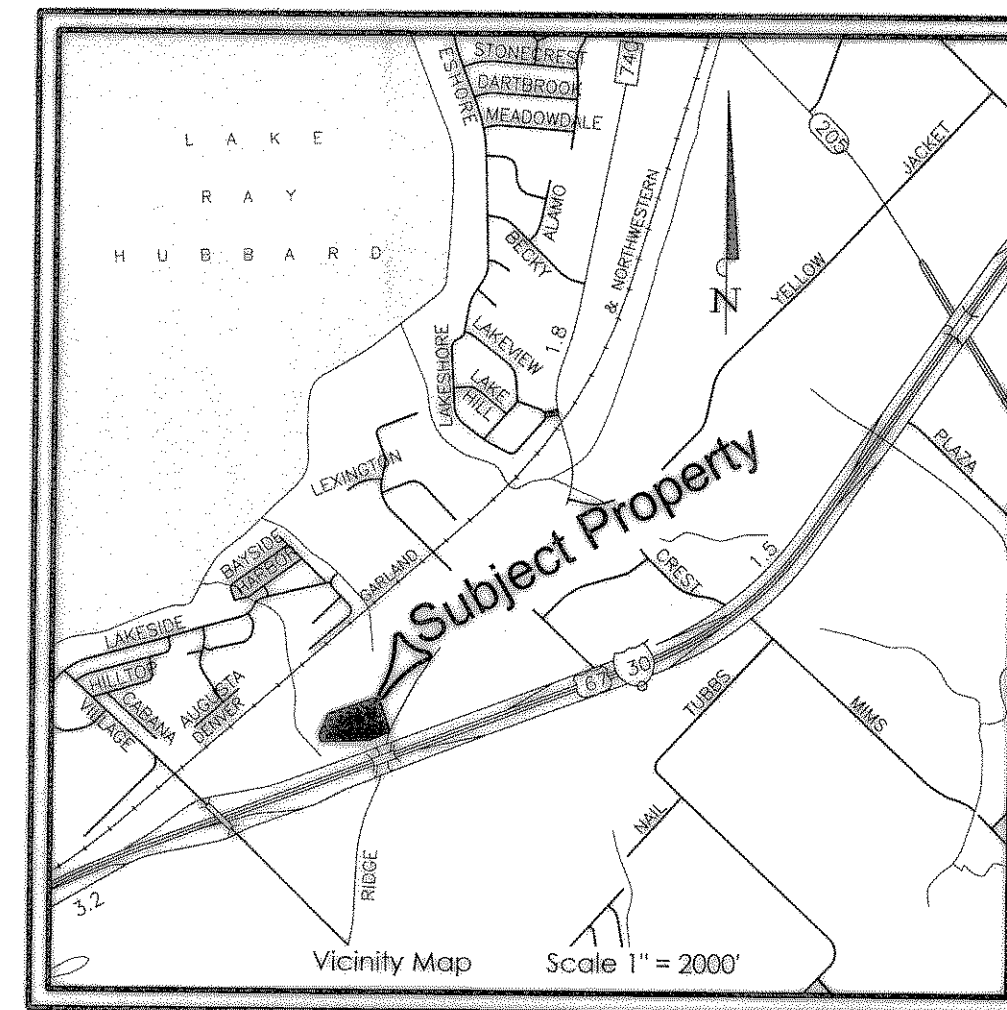
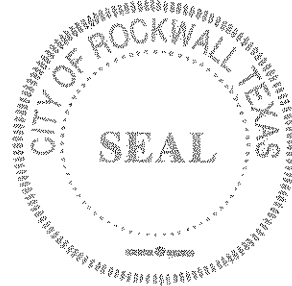
This approval shall be invalid unless the approved plat for such addition is recorded in the office of the County Clerk of Rockwall County, Texas, within one hundred eighty (180) days from said date of final approval.

WITNESS OUR HANDS, this 20<sup>th</sup> day of February, 2008.

William R. Cecil  
Mayor  
City of Rockwall

Kristy Ashburn  
City Secretary  
City of Rockwall

Chuck Todd 2-22-08  
City Engineer  
City of Rockwall



REPLAT  
Lots 15 - 17, Block A  
La Jolla Pointe Addition, Phase 2

Being all of  
Lots 12 - 14, Block A  
La Jolla Pointe Addition, Phase 2  
Cabinet G, Slide 131-132

4.497 Acres  
located in  
City of Rockwall  
Rockwall County, Texas

-- FEBRUARY 2008 --  
SHEET 2 OF 3

**Allen & Ridinger Consulting, Inc.**

285 W. Southwest Parkway  
Lewisville, Texas 75067  
Tel. No. (972) 353-8600  
Fax No. (972) 353-8011

OWNER / DEVELOPER  
N3 Development, Ltd.  
505 Pecan Street  
Suite 201  
Fort Worth, Texas 76102  
817.348.8748

**ARTHUR SURVEYING COMPANY, INC.**  
Registered Professional Land Surveyors  
220 Elm Street - P. O. Box 54  
Lewisville, Texas 75067  
Office: (972) 221-9439 Fax: (972) 221-4675

DRAWN BY: JC DATE: 05/02/07 SCALE: 1"=50' CHECKED BY: ASC NO.: 260456

G-259

Replat  
La Jolla Pointe Addition  
Phase 2, Lots 15 - 17, Block A