

STATE OF TEXAS  
COUNTY OF ROCKWALL

WHEREAS **DATAR CORPORATION**, BEING THE OWNER OF A TRACT OF land in the County of Rockwall, State of Texas, said tract being described as follows:

**BEING** 0.421 acre or (18,355 square feet) of land in the Benjamin F. Boydston Survey, Abstract No. 14, City of Rockwall, Rockwall County, Texas; said 0.421 acre or (18,355 square feet) of land being a portion of that certain tract of land known as Block 19A (East) and Block 19B, AMICKS SUBDIVISION (Unrecorded subdivision), (hereinafter referred to as Block 19A (East) and/or Block 19B); said 0.421 acre or (18,355 square feet) of land being all of that certain tract of land described in a General Warranty Deed to Datar Corporation, as recorded in Volume 6379, Page 17, Deed Records, Rockwall County, Texas (D.R.R.C.T.); and all of that certain tract of land described in a General Warranty Deed to Datar Corporation (collectively hereinafter referred to as Datar tract), as recorded in Volume 6379, Page 13, D.R.R.C.T.; said 0.421 acre or (18,355 square feet) of land being more particularly described, by metes and bounds, as follows:

**BEGINNING** at a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the Northeast corner of said Datar tract, same being the Southeast corner of that certain tract of land described in a Correction Warranty Deed to Stained Glass Creations, Inc. (hereinafter referred to as Stained Glass Creations tract), as recorded in Volume 4754, Page 130, D.R.R.C.T.; same also being the existing West right-of-way line of North Goliad Street, also known as State Highway 205, (Variable width right-of-way), as recorded in Volume 4669, Page 16, D.R.R.C.T.;

**THENCE** South 00 degrees 20 minutes 39 seconds West with the common line between said Datar tract and the existing West right-of-way line of said North Goliad Street, passing at a distance of 78.93 feet, the common line between said Block 19A (East) and said Block 19B and continue with said course for a total distance of 130.59 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the Southeast corner of said Datar tract, same being the North line of that certain tract of land described in a deed to the State of Texas (hereinafter referred to as State of Texas tract), as recorded in Volume 4702, Page 8, D.R.R.C.T.;

**THENCE** North 89 degrees 29 minutes 36 seconds West, departing the existing West right-of-way line of said North Goliad Street and with the common line between said Datar tract and the North line of said State of Texas tract, passing at a distance of 121.40 feet, a Texas Department of Transportation concrete monument (TXDOT) found for the Northwest corner of said State of Texas tract, same ostensibly being the Northeast corner of that certain tract of land described in a deed to Aracella Tamez and Silveno Tamez, as recorded in Volume 327, Page 145, D.R.R.C.T. (hereafter referred to as Tamez tract) and continuing with said course and the common line between said Datar tract and said Tamez tract to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the Southwest corner of said Datar tract, same ostensibly being the Northwest corner of said Tamez tract, same also being the existing East right-of-way line of North Alamo Street (a variable width right-of-way);

**THENCE** North 00 degrees 20 minutes 39 seconds East with the common line between said Datar tract and the existing East right-of-way line of said North Alamo Street, a distance of 48.38 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the Westerly Northwest corner of said Datar tract, same being the Southwest corner of that certain tract of land described in a General Warranty Deed to Larry Sarratt, (hereinafter referred to as Sarratt tract), as recorded in Volume 5187, Page 201, D.R.R.C.T., from which an 1" Axle found bears South 86 degrees 48 minutes 58 seconds West, a distance of 0.50 feet;

**THENCE** North 86 degrees 48 minutes 58 seconds East, departing the existing East right-of-way line of said North Alamo Street and with the common line between said Datar tract and said Sarratt tract, a distance of 73.10 to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for an angle point in the South line of said Sarratt tract;

**THENCE** South 88 degrees 56 minutes 56 seconds East continuing with the common line between said Datar tract and said Sarratt tract, a distance of 30.19 feet to a one-half inch iron rod with plastic cap stamped "RPLS 4888" found for the Southeast corner of said Sarratt tract, same being an inner-ell corner of said Datar tract;

**THENCE** North 00 degrees 05 minutes 55 seconds West, continuing with the common line between said Datar tract and said Sarratt tract, a distance of 75.60 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the Northerly Northwest corner of said Datar tract, same being the Northeast corner of said Sarratt tract, same also being the South line of the aforesaid Stained Glass Creations tract;

**THENCE** North 89 degrees 15 minutes 42 seconds East with the common line between said Datar tract and said Stained Glass Creations, Inc tract, a distance of 101.25 feet to the **PLACE OF BEGINNING**, and containing a calculated area of 0.421 acre or (18,355 square feet) of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS  
COUNTY OF ROCKWALL

We the undersigned owner of the land shown on this plat, and designated herein as the **AMICKS SUBDIVISION**, an addition 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 **AMICKS 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; 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.

**DATA CORPORATION**  
a Texas corporation

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 \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public in and for the State of Texas      My Commission Expires \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, **Michael Dan Davis**, do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision.

For: Bannister Engineering LLC

**PRELIMINARY,**  
THIS DOCUMENT SHALL NOT BE  
RECORDED FOR ANY PURPOSE AND SHALL NOT BE  
USED OR VIEWED OR RELIED UPON AS A FINAL  
SURVEY DOCUMENT

Michael Dan Davis  
Registered Professional Land Surveyor  
Texas Registration No. 4838



**APPROVED:**

I hereby certify that the above and foregoing plat of an addition to the City of Rockwall, Texas, was approved by the City Planning Director of the City of Rockwall on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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.

Said addition shall be subject to all the requirements of the Subdivision Regulations of the City of Rockwall.

\_\_\_\_\_  
Director of Planning & Zoning

\_\_\_\_\_  
City Engineer

REPLAT  
**AMICKS SUBDIVISION**  
LOT 1, BLOCK 19AR  
BEING A REPLAT OF BLOCK 19A & 19B,  
AMICKS SUBDIVISION, AN ADDITION TO THE  
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS  
AND BEING 0.421 ACRE OUT OF  
BENJAMIN F. BOYDSTUN SURVEY, ABSTRACT NO. 14  
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

CASE NO. P2015-XXX

SHEET 2 OF 2

PREPARED BY: \_\_\_\_\_ PROJECT NO. 062-15-06

OWNER/DEVELOPER  
DATAR CORPORATION  
1508 BAY VALLEY CIRCLE  
HEATH, TEXAS 75032

**BANNISTER**  
ENGINEERING  
1696 Country Club Drive  
Mansfield, TX 76063 817.842.2094  
TBPLS REGISTRATION NO. 10193823