

COUNTY OF ROCKWALL

WHEREAS, ALRF, L.L.C. is the owner of a tract of land situated in the Joseph Cadle Survey, Abstract No. 65, City of Rockwall, Rockwall County, Texas, and being all of Lot 1, Block A, Newman Center No. One, an addition to the City of Rockwall, Texas as recorded in Cabinet C, Slide 15, Map Records of Rockwall County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found at the north corner of said Newman Addition, and being an ell corner in the southerly line of Rockwall Central Shopping Center, an addition to said City of Rockwall as recorded in Cabinet B, Slide 231 & 232, said map records;

THENCE, along the common line of said Newman Addition and said Rockwall Central Shopping Center Addition. South 44 degrees 33 minutes 42 seconds East a distance of 411.45 feet to a 1/2 inch iron rod with plastic cap marked "tg prop cor" set at the most easterly corner of said Newman addition, the same being the most easterly southeast corner of said Rockwall Central Shopping Center addition and being in the northwesterly right of way line of Interstate Highway No. 30 (a variable width right of way), a 1/2 inch iron rod found being situated South 44 degrees 33 minutes 42 seconds East, a distance of 0.26 feet from said set iron rod:

THENCE, along said northwesterly right of way and the southeasterly line of said Newman Addition, South 28 degrees 45 minute 06 seconds West, a distance of 205.55 feet to an angle point in the common line of said Newman Addition and said right of way line from which a 1/2 inch iron rod found is situated North 06 degrees East a distance of 0.7 feet;

THENCE, continuing along said common line, South 36 degrees 38 minutes 57 seconds West a distance of 90.67 feet to a 1/2 inch iron rod with plastic cap marked "tg prop cor" set at the most southerly corner of said Newman Addition, the same being the most easterly corner of Sanss Addition, an addition to the City of Rockwall as recorded in Cabinet D, Slide 47, aforesaid map records, from which a 1/2 inch iron rod found is situated South 40 degrees East a distance of 0.77 feet;

THENCE departing said right of way and along the common property line of said Newman addition and said Sanss Addition North 44 degrees 39 minutes 25 seconds West a distance of 351.41 feet to a 1/2 inch iron rod with plastic cap marked "tg prop cor" set at the north corner of said Sanss addition and being an ell corner of said Newman addition, from which a 1/2 inch iron rod found disturbed is situated South 50 degrees West a distance of 0.25 feet;

THENCE continuing along said common line, South 45 degrees 20 minutes 56 seconds West a distance of 105.08 feet to a 1/2 inch iron rod with plastic cap marked "tg prop cor" set at the most southerly west corner of said Newman Addition and the west corner of said Sanss addition and in the northeasterly line of a 10.587 acre tract of land described in deed to Rockwall Land Company, L.P. recorded in Volume 01375, Page 00301, deed records Rockwall County, Texas;

THENCE along the common line of said Newman Addition and said Rockwall Land Company tract, North 45 degrees 34 minutes 54 seconds West, a distance of 132.45 feet to a 1/2 inch iron rod found at the westerly corner of said Newman addition in the northeasterly line of said Rockwall Land Company tract, the same being the most southerly corner of a 7.624 acre tract of land described in deed to the City of Rockwall, Texas recorded in Volume 747, Page 52, of said deed

THENCE along the common line of said Newman tract and said City of Rockwall tract, North 45 degrees 20 minutes 56 seconds East passing the most easterly corner of said City of Rockwall tract and the most westerly corner of aforesaid Rockwall Central Shopping Center Addition, a distance of 411.45 feet to the POINT OF BEGINNING and containing 3.301 acres of land, more or less.

## SURVEYOR'S CERTIFICATE

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, Jack L. Lyle, R.P.L.S., do hereby certify that this plat was prepared from an actual and accurate survey of the land, and that the corner monuments shown thereon were property placed upder my personal supervision.



Jack/L. Lyle,

Registered Professional Land Surveyor No. 2511

STATE OF TEXAS COUNTY OF ROCKWALL

This instrument was acknowledged before me on the

By: JACK L. LYLE

SHAWNA LEE MIFFLIN NOTARY PUBLIC State of Texas Comm, Exp. 04-04-2004

My Commission Expires:

RECOMMENDED FOR FINAL APPROVAL

**APPROVED** 

I hereby certify that the above and foregoing play
Council of the City of Rockwall on the Council of the City of Rockwall on the

day of November , 2001

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 twenty (120) days from said date of approval.

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

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.

INEREFORE, KNOW ALL MEN DI INESE FRESENTS

STATE OF TEXAS COUNTY OF ROCKWALL

> We the undersigned owner of the land shown on this plat, and designated herein as the NEWMAN CENTER NO. ONE 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. I further certify that all other parties who have a mortgage or lien interest in the NEWMAN CENTER NO. ONE 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:

- No buildings shall be constructed of 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 the 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.
- The developer and subdivision engineer shall bear total responsibility for storm drainage improvements.
- 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.
- 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 exactions 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; us, 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.

Inwood National Bank, a national banking association.

ROCKWALL HONDA REAL ESTATE, L.P., a Texas limited partnership

By: Frase Designs, Inc., a Texas corporation,

STATE OF TEXAS COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Alan R. Lamb. 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

DELZA GAY LAMAR Notary Public, State of Texas My Commission Expires 6-24-2002 Notary Pyblic in and for the State of Texas My Commission Expires:

STATE OF TEXAS COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Micheal Worrell, 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

Given upon my hand and seal of effice this

Notary Public. State of Texas My Commission Expires 09-17-031

My Commission Expires:

STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared <u>TPJenSon Sn.</u> 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

CANDI KANNADY Notary Public State of Texas My Comm. Exp. 08-31-2005 My Commission Expires: 8/31/05

day of 1) Ovember

NEWMAN CENTER NO. ONE LOTS 1R & 2, BLOCK A 3.301 ACRES / 2 LOTS ZONED C-COMMERCIAL

BEING A REPLAT OF LOT 1. BLOCK A. NEWMAN CENTER NO. ONE JOSEPH CADLE SURVEY, ABSTRACT NO. 65 CITY OF ROCKWALL, ROCKWALL, COUNTY, TEXAS

	<u>r, L</u>	<u>.L.U.</u>	
311	LBJ	FREEWAY	
)ALL	AS.	TEXAS	

ROWLETT, TEXAS

972-238-7148 75243

OWNER

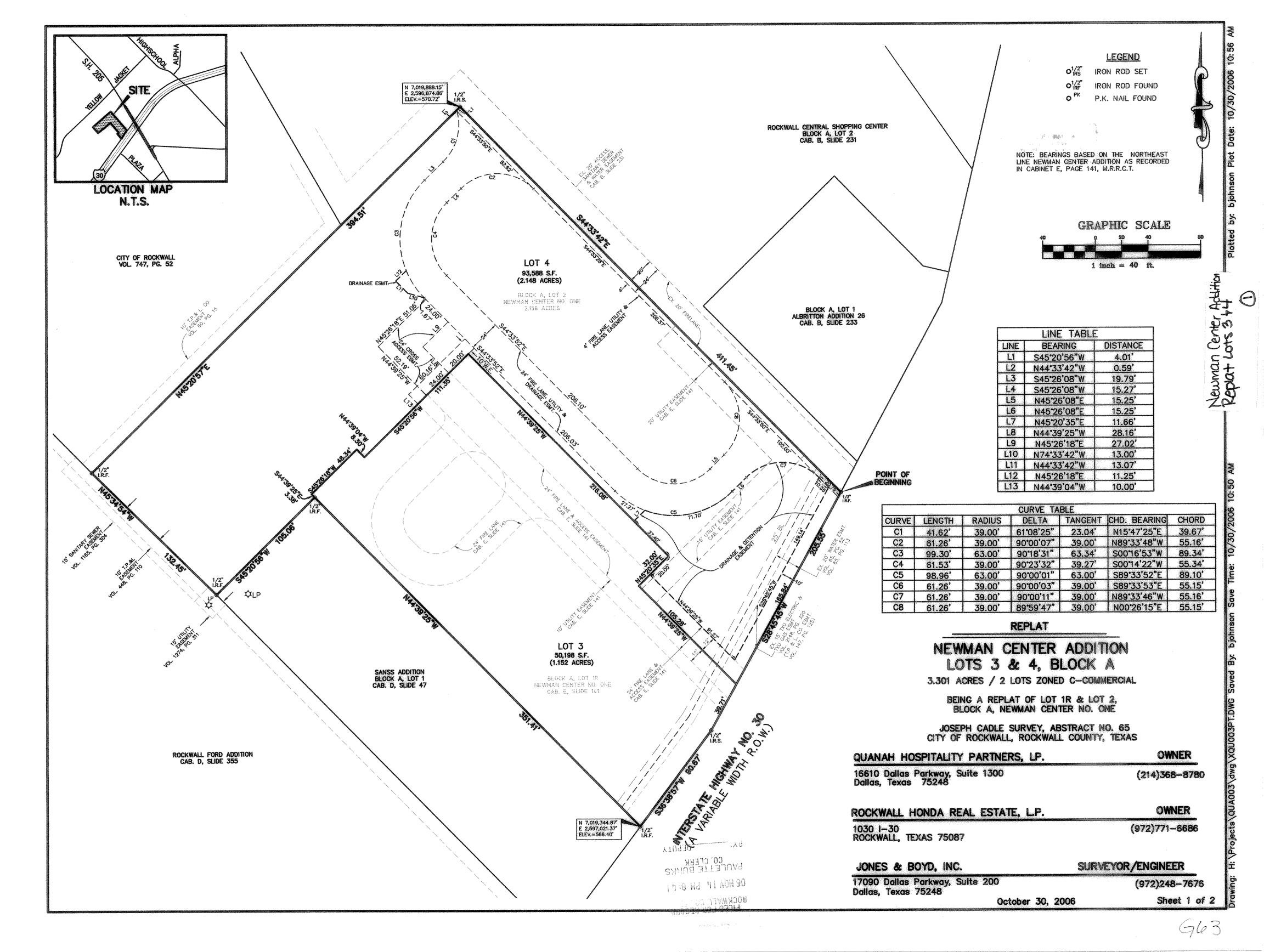
SURVEYOR

TEXAS GEOMATICS P.O. BOX 430

972-475-4466 75030-0430

**AUGUST 2001** 

SHEET 2 OF 2



STATE OF TEXAS
COUNTY OF ROCKWALL

WHEREAS QUANAH HOSPITALITY PARTNERS, LP. and ROCKWALL HONDA REAL ESTATE, L.P. are the owners of a tract of land in the City of Rockwall, Rockwall County, Texas, a part of the Joseph Cadle Survey, Abstract No. 65, and being all of Lot 1R and Lot 2, Block A, Newman Center No. One, an addition to the City of Rockwall as recorded in Cabinet E, Slide 141, Rockwall County Map Records, and being further described as follows:

BEGINNING at a one—half inch iron rod found at the east corner of said Lot 2, said point being the south corner of Lot 2, Block A, Rockwall Central Shopping Center, an addition to the City of Rockwall as recorded in Cabinet B, Slide 231, Rockwall County Map Records, and said point being in the northwest line of Interstate Highway No. 30 (a variable width right—of—way);

THENCE along the northwest line of Interstate Highway No. 30 as follows:

South 28 degrees 45 minutes 45 seconds West, 205.55 feet to a one—half inch iron rod set for corner;
South 36 degrees 38 minutes 57 seconds West, 90.67 feet to a one—half inch iron rod found for corner, being the south corner of said Lot 1R, and the east corner of SANSS Addition to the City of Rockwall as recorded in Cabinet D, Slide 47,
Rockwall County Plat Records

THENCE along the southwest line of said Newman Center No. One Addition as follows:

North 44 degrees 39 minutes 25 seconds West, 351.41 feet to a one—half inch iron rod found for corner;

South 45 degrees 20 minutes 56 seconds West, 105.06 feet to a one—half inch iron rod found at the west corner of said SANSS Addition, and said point being in the northeast line of Rockwall Ford Addition, an addition to the City of Rockwall as recorded in Cabinet D, Slide 335, Rockwall County Map Records;

North 45 degrees 34 minutes 54 seconds West, 132.45 feet along the northeast line of said Rockwall Ford Addition to a one—half inch iron rod found at the west corner of said Lot 2, said point being the south corner of a tract of land conveyed to the City of Rockwall as recorded in Volume 747, Page 52, Rockwall County Deed Records;

THENCE North 45 degrees 20 minutes 57 seconds East, at 266.99 feet passing the east corner of said City of Rockwall tract of land, said point being in the southwest line of said Lot 2, Block A, Rockwall Central Shopping Center, in all a total distance of 394.51 feet to a one—half inch iron rod set at the north corner of said Lot 2 and said point being in the southwest line of said Lot 2. Block A. Rockwall Central Shopping Center:

THENCE South 44 degrees 33 minutes 42 seconds East, 411.45 feet along the northeast line of said Lot 2 and along the southwest line of said Lot 2, Block A, Rockwall Central Shopping Center to the POINT OF BEGINNING and containing 143,785 square feet or 3.301 acres of land.

NOW. THEREFORE. KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS
COUNTY OF ROCKWALL

I(we) the undersigned owner(s) of the land shown on this plat, and designated herein as the NEWMAN CENTER NO. ONE 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. I (we) further certify that all other parties who have a mortgage or lien interest in the NEWMAN CENTER NO. ONE subdivision have been notified and signed this plat.

- I (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. I (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

I (we) further acknowledge that the dedications and/or exactions 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 (we), my (our) successors and assigns hereby waive any claim, damage, or cause of action that I (we) may have as a result of the dedication of exactions made herein.

SURVEYOR'S CERTIFICATE

under my personal supervision.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, WILLIAM J. JOHNSON, do hereby certify that I prepared this plat from an actual survey of the land, and that the corner monuments shown thereon were properly placed

Registered Professional Land Surveyor No. 5426



QUANAH HOSPITALITY PARTNERS, LP. (OWNER)
STATE OF TEXAS COUNTY OF ROCKWALL
Before me, the undersigned authority, on this day personally appeared
Notary Public in and for the state of Texas  My Commission Expires:  My Commission Expires:  My Commission Expires:
Signature of Party with Mortgage or Lien Interest (NRFC WA HOLDINGS II, LLC)
STATE OF TEXAS COUNTY OF ROCKWALL  Before me, the undersigned authority, on this day personally appeared JONA FOR MEDIAN, 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
Given upon my hand and seal of office this 31 day of 02/19/2010, 2006.
Notary Public in and for the State of Texas  My Commission Expires:  JANET L. OBREN Notary Public, State of Texas My Commission Expires February 17, 2010
ROCKWALL HONDA REAL ESTATE LP. (OWNER)  STATE OF TEXAS
COUNTY OF ROCKWALL

Before me, the undersigned authority, on this day personally appeared where 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.

$\hat{\Delta}$	upon my	handNand	seal of a	office this	<u> 31 </u>	October	2006.
III.		Va)				 1-23-07	
lotary	Public i	n and for	the State	of Texas		My Commission Expires:	

mature of Party with Mortgage or Lien Interest

STATE OF TEXAS COUNTY OF ROCKWALL

Before me, the undersigned authority, on this day personally appeared to the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for

Given upon my hand and seal of office this	day of Northern 2006.
Notary Public in and for the State of Texas	My Commission Expires:

TANYA PALMER
Notary Public
State of Texas
Gorim, Expires 07-23-2007

NEWMAN CENTER ADDITION

LOTS 3 & 4, BLOCK A

BEING A REPLAT OF LOT 1R & LOT 2,

BLOCK A. NEWMAN CENTER NO. ONE

JOSEPH CADLE SURVEY, ABSTRACT NO. 65

CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

TANYA PALMER

Motary Public

State of Texas Comm. Expires 07-23-2007

RECOMMENDED FOR FINAL APPROVAL

Apply BURGARM

Planning and Zoning Commission

11-6-06 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 day of August 2006.

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.

ATTNESS OUR HANDS, this The day of Dovember 2006

Mayor, City of Rockwall

City Secretary

Cheel 1-11 11-10-06

QUANAH HOSPITALITY PARTNERS, LP.

OWNER

16610 Dallas Parkway, Suite 1300 Dallas, Texas 75248

(214)368-8780

ROCKWALL HONDA REAL ESTATE, L.P.

(972)771–6686

OWNER

JONES & BOYD, INC.

17090 Dallas Parkway, Suite 200

1030 I-30 ROCKWALL, TEXAS 75087

SURVEYOR/ENGINEER

Dallas, Texas 75248 October 30, 2006

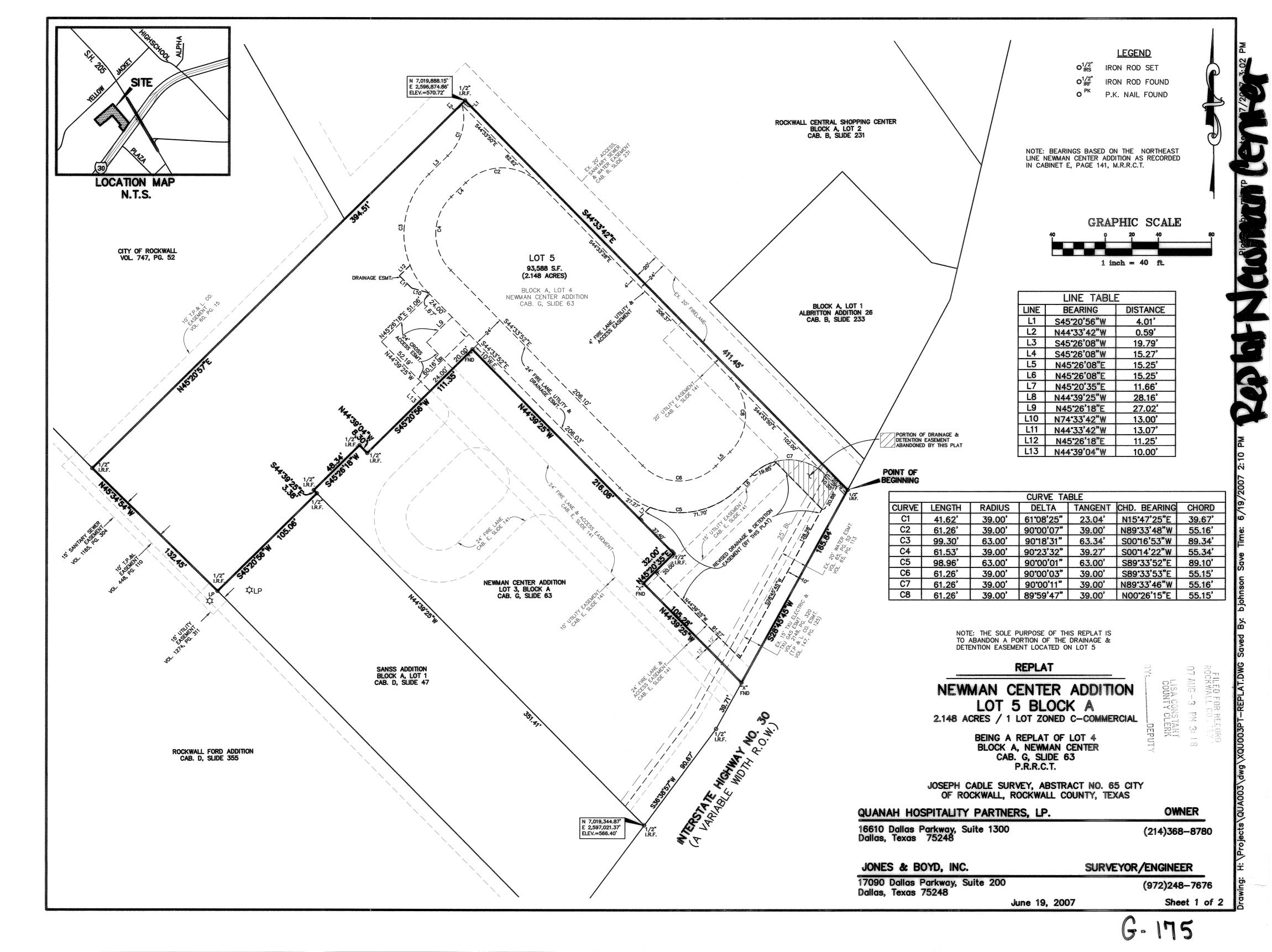
Sheet 2 of 2

(972)248 - 7676

964

ewman center

biohnson Save Time: 10/30/



## OWNER'S CERTIFICATION

WHEREAS QUANAH HOSPITALITY PARTNERS, L.P. is the owner of a tract of land in the City of Rockwall, Rockwall County, Texas, a part of the Joseph Cadle Survey, Abstract No. 65, and being all of Lot 4. Block A. Newman Center Addition to the City of Rockwall as recorded in Cabinet G, Slide 64, Rockwall County Map Records, and being further described as follows:

BEGINNING at a one-half inch iron rod found at the east corner of said Lot 4, said point being the south corner of Lot 2, Block A, Rockwall Central Shopping Center, an addition to the City of Rockwall as recorded in Cabinet B. Slide 231. Rockwall County Map Records, and said point being in the northwest line of Interstate Highway No. 30 (a variable width right-of-way);

THENCE South 28 degrees 45 minutes 45 seconds West, 165.84 feet along the northwest line of Interstate Highway No. 30 to an "X" in concrete found for the south corner of said Lot 4:

THENCE along the southwest line of said Lot 4 as follows:

North 44 degrees 39 minutes 25 seconds West, 105.28 feeT to an "X" cut found for corner;

North 45 degrees 20 minutes 35 seconds East, 32.00 feet to a one-half inch iron rod found for corner;

North 44 degrees 39 minutes 25 seconds West, 216.08 feet to a an "X"cut found at the north corner of said Lot 4; South 45 degrees 20 minutes 56 seconds West, 111.35 feet to a one-half inch iron rod found for corner, being the east corner of a 403 square foot tract of land described in Deed to Rockwall Honda Real Estate, L.P. as recorded in Volume 4652, Page 131, Rockwall County Deed Records;

THENCE following the boundary of said 403 square foot tract as follows:

North 44 degrees 39 minutes 04 seconds West, 8.30 feet to a one-half inch iron rod found for corner: South 45 degrees 26 minutes 18 seconds West, 48.34 feet to a one-half inch iron rod found for corner;

South 44 degrees 39 minutes 25 seconds East, 3.38 feet to a one—half inch iron rod found for corner, said point being the north corner of Lot 1, Block A, SANSS Addition, an addition to the City of Rockwall as recorded in Cabinet D, Slide 47 Rockwall County Map Records;

THENCE South 45 degrees 20 minutes 56 seconds West, 105.06 feet to a one-half inch iron rod found at the west corner of said SANSS Addition, and said point being in the northeast line of Rockwall Ford Addition, an addition to the City of Rockwall as recorded in Cabinet D, Slide 335, Rockwall County Map Records, said point also being the most westerly south corner of Lot 4, Block A, said Newman Center Addition;

THENCE North 45 degrees 34 minutes 54 seconds West, 132.45 feet along the northeast line of said Rockwall Ford Addition to a one-half inch iron rod found at the west corner of said Lot 4, said point being the south corner of a tract of land conveyed to the City of Rockwall as recorded in Volume 747, Page 52, Rockwall County Deed Records;

THENCE North 45 degrees 20 minutes 57 seconds East, at 266.99 feet passing the east corner of said City of Rockwall tract of land, said point being in the southwest line of said Lot 2, Block A, Rockwall Central Shopping Center, in all a total distance of 394.51 feet to a one-half inch iron rod found at the north corner of said Lot 4, Block A, Newman Center Addition and said point being in the southwest line of said Lot 2, Block A, Rockwall Central Shopping Center;

THENCE South 44 degrees 33 minutes 42 seconds East, 411.45 feet along the northeast line of said Lot 4, Block A, Newman Center Addition, and along the southwest line of said Lot 2, Block A, Rockwall Central Shopping Center to the POINT OF BEGINNING and containing 93,588 square feet or 2.148 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS COUNTY OF ROCKWALL

I(we) the undersigned owner(s) of the land shown on this plat, and designated herein as the NEWMAN CENTER ADDITION 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. I (we) further certify that all other parties who have a mortgage or lien interest in the NEWMAN CENTER ADDITION subdivision have been notified and signed this plat.

- I (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. I (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 gnyone.
- 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

I (we) further acknowledge that the dedications and/or exactions 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 (we), my (our) successors and assigns hereby waive any claim, damage, or cause of action that I (we) may have as a result of the dedication of exactions made herein.

STATE OF TEXAS COUNTY OF ROCKWALL Before me, the undersigned authority, on this day personally appeared 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 Notary Public in and for the State of Texas My Commission Expires

lortgage or Lien Interest (NRFC WA HOLDINGS II. LLC) Signature/o

STATE OF TEXAS

Before me, the undersigned authority, on this day personally appeared 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.

my hand and seal of office this 24 and for the State of Texas My Commission Expires:

> M. HOLLINGSWORTH lotary Public, State of Texas My Commission Expires February 17, 2010

known to me to

THUS MASSON

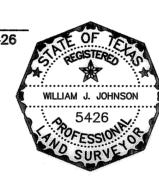
Notary Public, State of Tex

SURVEYOR'S CERTIFICATE

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, WILLIAM J. JOHNSON, do hereby certify that I prepared this plat from an actual survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision.

Registered Professional Land Surveyor No. 5426



RECOMMENDED FOR FINAL APPROVAL

WBrichy 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 City Council of the City of Rockwall on the day of Juli

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.

Norothy Brooks

City Secretary

SEAL

REPLAT

**NEWMAN CENTER ADDITION** LOT 5 BLOCK A 2.148 ACRES / 1 LOT ZONED C-COMMERCIAL

BEING A REPLAT OF LOT 4 BLOCK A, NEWMAN CENTER CAB. G, SLIDE 63

JOSEPH CADLE SURVEY, ABSTRACT NO. 65 CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

June 19, 2007

P.R.R.C.T.

OLIANAH	HOSPITALITY	DARTHERS	l D
WUNNAU	HUSPITALIT	PAR INERO,	L.F.

OWNER

Sheet 2 of 2

16610 Dallas Parkway, Suite 1300 Dallas, Texas 75248

17090 Dallas Parkway, Suite 200

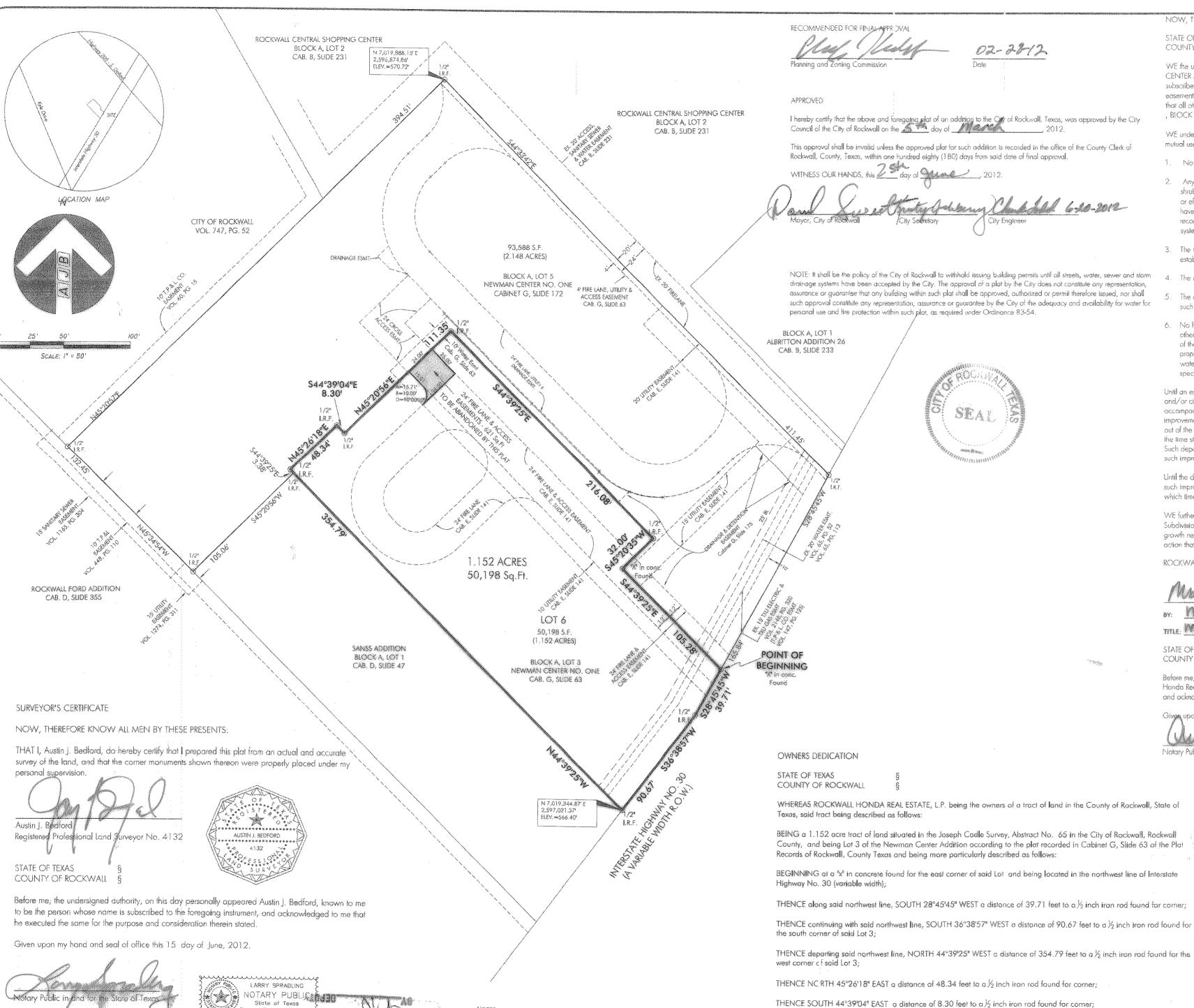
(214)368-8780

JONES & BOYD, INC.

Dallas, Texas 75248

SURVEYOR/ENGINEER

(972)248-7676



Notes:

PART OF THE SURVEYOR.

BEARINGS ARE BASED ON THE NORTHEAST LINE OF NEWMAN CENTER ADDITION DECORDED IN

FLOOD STATEMENT: ACCORDING TO COMMUNITY PANEL NO. 48397C0040L, BATED

INSURANCE PROGRAM MAP THIS PROPERTY IS WITHIN FLOOD ZONE "X", WHICH IS NOT A

STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON FARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INGREASED

SPECIAL FLOOD HAZARD AREA. IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD

HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY LIND/OR THE

BY MAN-MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE

SEPTEMBER 26, 2008 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD

CABINET E, SLIDE 141 OF THE PLAT RECORDS, ROCKWALL COUNTY, TEXAS.

Comm. Exp. 10-18-2014

UMBOJA MOARONA

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS COUNTY OF ROCKWALL

> WE the undersigned owners of the land shown on this plat, and designated herein as the REPLAT OF NEWMAN CENTER ADDITION, LOTS 6, BLOCK A to the City of Lockwall, Rockwall County, Texas, and whose name is subscribed hereta, hereby dedicate to the use of "a public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown for the purpose and consideration therein expressed, VVE further certify that all other parties who have a martgage or lien interest in the REPLAT OF NEWMAN CENTER ADDITION, LOTS 6 , BLOCK A have been notified of this Replat

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. I (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 an accasioned by the establishment of grade of streets in the subdivision.
- The developer and subdivision engineer shall bear total responsibility for storm drain improvements.
- 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 paying, curb and gutter, water and sewer, drainage structures, starm structures, storm sewers, and alleys, all according to the specifications of the City of Rockwall; ar

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 surely band with the city secretary in a sum equal to the cast 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 Rackwall.

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 compart with the present and future growth needs of the City; I (we), my (our) successors and assigns hereby waive any claim, damage, or cause of action that I (we) may have as a result of the dedication of exactions made herein.

ROCKWALL HONDA REAL ESTATE, U.P.

Maked Works BY: MAYHAGLMOKRELL TITLE: MANAGER/OLDNER

STATE OF TEXAS COUNTY OF ROCKWALL

MUCHARL WARREL Before me, the undersigned authority, on this day personally appeared Flanda Real Estate, L.P., known to me to be the person(s) whose name(s) is/are subscribed to the faregoing 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 151 da

Notary Public in and for the State of Texas



JOSEPH CADLE SURVEY, ABSTRACT NO. 65 CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

NEWMAN CENTER ADDITION LOTS 6, BLOCK A 1.152 ACRES - 1 LOT ZONE C-COMMERCIAL BEING A REPLAT OF LOT 3 BLOCK A - NEWMAN CENTER ADDITION

> Checked By: A.J. Bedford P.C.: D. Cryer Dote: APRIL 19, 2012 File: ROCKWALL HONDA Technician: Job. No. 546-007 GF No. N/A t. Sprodling

> > 301 N. Alomo Rd. \* Rockwall, Texas 75087

REPLAT

Owner: ROCKWALL HONDA REAL ESTATE, LP 1030 Interstate Hwy. 30 ROCKWALL, TEXAS 75087 972-771-6686

(972) 722-0225 , www.ajbedlordgroup.com

THENCE NC:RTH 45°20'56" EAST a distance of 111.35 feet to a ½ inch iron rod found for the north corner of said Lot 3;

THENCE SO JTH 44"39"25" EAST a distance of 216.08 feet to a ½ inch iron rod found for corner;

THENCE SO JTH 44°39"25" EAST a distance of 105.28 feet to the POINT OF BEGINNING;

CONTAINING 1.152 acres or 50,198 square feet of land more or less.

THENCE SO JTH 45°20'35" WEST a distance of 32.00 feet to an "x" cut in concrete found for corner;