

OWNER'S CERTIFICATION

STATE OF TEXAS COUNTY OF ROCKWALL *

WHEREAS WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware business trust, and WAL-MART STORES TEXAS, L.P., a Texas limited partnership, is the owner of a tract of land out of the B.F. Boydstun Survey, Abstract No. 14, in the City of Rockwall, Rockwall County, Texas, being all of the 3.266 acre tract of land described in deed to Wal-Mart Stores East, Inc., recorded in Volume 2134, Page 306 of the Deed Records of Rockwall County, Texas, being all of the 0.499 acre tract of land described in deed to Wal-Mart Stores East, Inc., recorded in Volume 2135, Page 18 of the Deed Records of Rockwall County, Texas, being all of the 6.365 acre tract of land described in deed to Wal-Mart Stores East, Inc., recorded in Volume 2135, Page 1 of the Deed Records of Rockwall County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found in the northwesterly right-of-way line of State Highway 66 (Rusk Road - a variable width ROW) for the easterly most corner of the beforementioned 0.499 acre tract;

THENCE with said north right-of-way line, South 68°43'35" West, a distance of 273.29 feet to a 5/8" "KHA" capped iron rod set for the southwest corner of the beforementioned 0.499 acre tract and the southerly most southeast corner of the beforementioned 6.365 acre tract;

THENCE continuing with the north right-of-way line of State Highway 66 and with the south line of said 6.365 acre tract, South 68°43'45" West, a distance of 190.76 feet to a 5/8" "KHA" capped iron rod set in the east line of NORTHSHORE PLAZA PHASE TWO, an addition to the City of Rockwall, according to the plat thereof recorded in Cabinet C, Slide 23 of the Plat Records of Rockwall County, Texas;

THENCE with said east line, and the east line of NORTHSHORE PLAZA PHASE THREE, an addition to the City of Rockwall, according to the plat thereof recorded in Cabinet C, Slide 54 of the Plat Records of Rockwall County, Texas, North 00°39'54" West, a distance of 227.29 feet to a 5/8" "KHA" capped iron rod set for the southeast corner of the beforementioned 3.268 acre tract;

THENCE with the north line of said NORTHSHORE PLAZA PHASE THREE, the following courses and distances to wit:

South 89°10'06" West, a distance of 89.76 feet to a 5/8" "KHA" capped iron rod set for corner; South 68°12'27" West, a distance of 124.64 feet to an "X" cut in concrete found in the east right-of-way line of North Lakeshore Drive (100' ROW) for the beginning of a non-tangent curve to the right, having a central angle of 15°55'24", a radius of 630.60 feet and chord bearing and distance of North 08°23'14" West, 174.69 feet;

THENCE with said east right-of-way line, the following courses and distances to wit: Northerly with said curve, an arc distance of 175.25 feet to a 1/2" iron rod found for the beginning of a reverse curve to the left, having a central angle of 25°09'37", a radius of 721.90 feet and chord bearing and distance of North 13°10'04" West, 314.47 feet; Northwesterly with said curve, an arc distance of 317.01 feet to a 1/2" iron rod found in the southeast right-of-way line of a 15' wide alley, dedicated to the City of Rockwall according to the plat of NORTHSHORE ADDITION PHASE 1, recorded in Cabinet A, Slide 181 of the Plat Records of Rockwall County, Texas;

THENCE with said southeast right-of-way line, the following courses and distances to wit: North 51°10'57" East, a distance of 299.65 feet to an "X" in concrete set for corner; North 87°32'29" East, a distance of 278.08 feet to a 1/2" iron rod found for the northwest corner of S. SPARKS ADDITION, an addition to the City of Rockwall according to the plat thereof recorded in Cabinet B, Slide 393 of the Plat Records of Rockwall County, Texas;

THENCE with the west line of said addition, South 02°28'19" East, a distance of 129.98 feet to a 1/2" iron rod found for the southwest corner of said addition;

THENCE with the south line of said addition, North 86°38'49" East, a distance of 244.73 feet to a 1/2" iron rod found for the southeast corner of said addition and the easterly most northeast corner of the beforementioned 6.365 acre tract;

THENCE with the east line of said 6.365 acre tract, South 04°05'46" West, a distance of 244.83 feet to a point for the northwest corner of a 0.4803 acre tract of land described in deed to the City of Rockwall, recorded in Volume 254, Page 745 of the Deed Records of Rockwall County, Texas;

THENCE continuing with said east line and with the west line of said 0.4803 acre tract, South 05°44'03" West, a distance of 89.75 feet to a 5/8" iron rod found for the northwest corner of a tract of land described in deed to Wade Canup, recorded in Volume 37, Page 325 of the Deed Records of Rockwall County, Texas;

THENCE with the northwest line of said Canup tract, South 40°29'02" West, a distance of 142.28 feet to a 5/8" iron rod found for corner;

THENCE leaving the northwest line of said Canup tract, the following courses and distances to wit: South 10°58'57" East, a distance of 50.33 feet to a 5/8" iron rod found for corner; South 21°16'15" East, a distance of 75.07 feet to a 5/8" iron rod found for corner; South 77°00'56" East, a distance of 60.00 feet to the POINT OF BEGINNING and containing 10.1323 acres of land.

STATE OF TEXAS COUNTY OF ROCKWALL *

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

We the undersigned owner of the land shown on this plat, and designated herein as the WAL-MART ROCKWALL 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 WAL-MART ROCKWALL 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
- 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 or 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 exaction's made herein.

WAL-MART REAL ESTATE BUSINESS TRUST

WAL-MART STORES TEXAS, L.P.

Anthony Fuller Vice President

STATE OF ARKANSAS * COUNTY OF BENTON *

Before me, the undersigned authority, on this day personally appeared Anthony Fuller, Vice President of Wal-Mart Real Estate Business Trust, 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

11-01-01

MMRY GOMMINISTIRSOExpires

Jambo Delle Notary Public in and for the State of Arkansas

NOTARY PUBLIC BENTON COUNTY, ARKANSAS My Commission Expires NOV. 1, 2011

STATE OF ARKANSAS * COUNTY OF BENTON

Before me, the undersigned authority, on this day personally appeared Anthony Fuller, Vice President of Wal-Mart Stores Texas, L.P., 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 office this 19^{-2} day of

11-01-11

Notary Public in and for the State of Arkansas

My Commission Expires: MARY ANN DICKERSON NOTARY PUBLIC BENTON COUNTY, ARKANSAS My Commission Expires NOV. 1, 2011

2.) All Easements dedicated to the City of Rockwall by the plat of Northshore Plaza, Phase 1, recorded in Cabinet B, Slide 371 of the Plat Records of Rockwall County, Texas are abandoned by this plat.

SURVEYOR'S CERTIFICATE

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, Dana Brown, 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.

DANA BROWN Registered Professional Land Surveyor No. 5336

KIMLEY-HORN AND ASSOCIATES, INC. 12700 Park Central Drive, Suite 1800, Dallas, Texas 75251 (972) 770-1300

Given upon my hand and seal of office this ____day of_



WalMart

STATE OF TEXAS * **COUNTY OF DALLAS***

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

Notary Public in and for the State of Texas

DAWN HAPPNEY MY COMMISSION EXPIRES JULY 10, 2005

RECOMMENDED FOR FINAL APPROVAL

APPROVED

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 final

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

02 JAN 30 PI PAULETTE I CO. CLEF

0249547

FINAL PLAT

H 2: 53 BURKS RK WAL-MART ROCKWALL LOTS 1, 2 AND 3, BLOCK A BEING A REPLAT OF NORTHSHORE PLAZA PHASE 1 AS RECORDED IN CABINET B, PAGE 371 SITUATED IN THE

B.F. BOYDSTUN SURVEY, ABSTRACT NO. 14 CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

WAL-MART REAL ESTATE BUSINESS TRUST 2001 SE 10 TH. STREET BENTONVILLE, ARKANSAS 72712

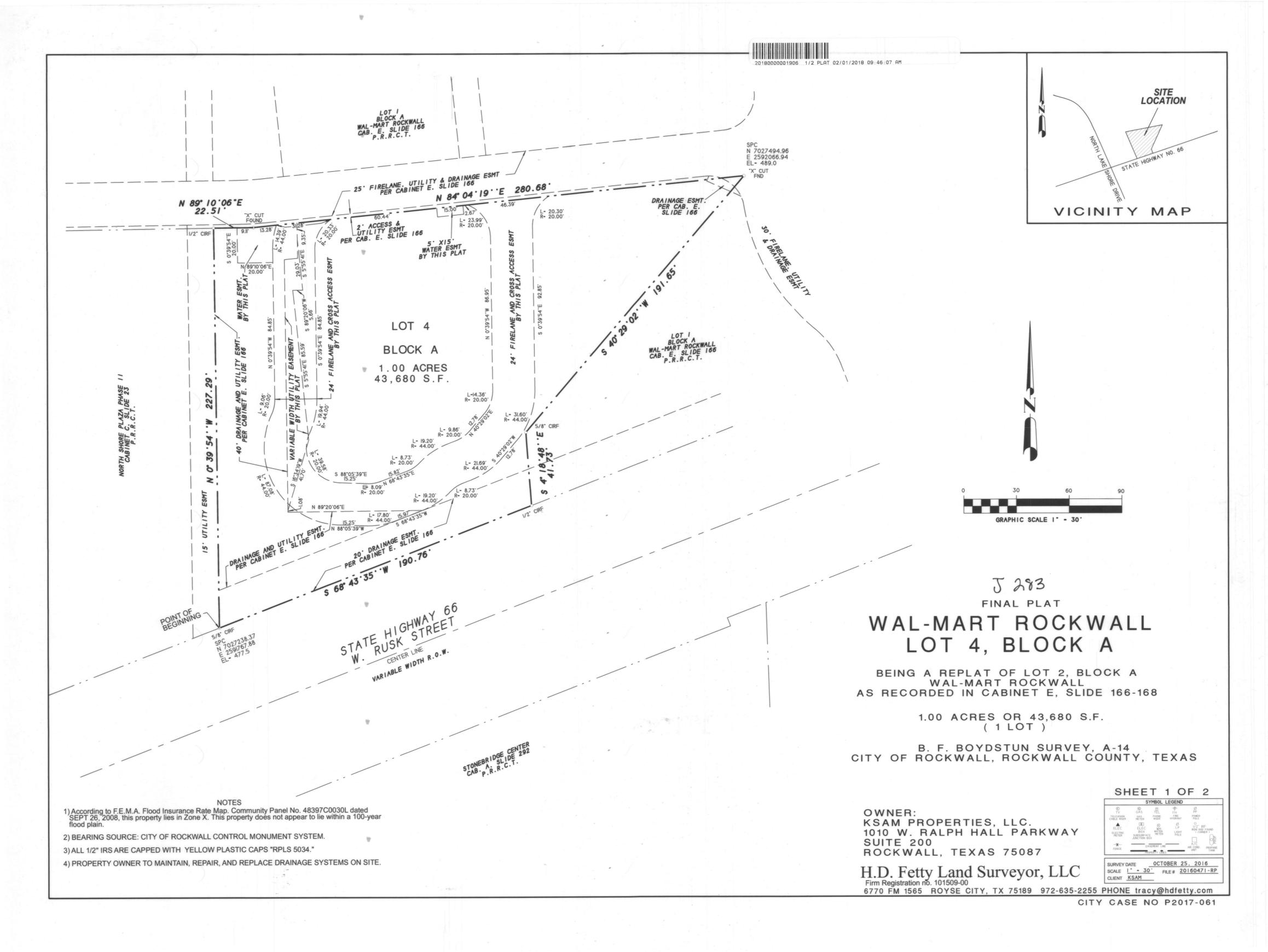
OWNER: WAL-MART STORES TEXAS, L.P. 2001 SE 10 TH. STREET BENTONVILLE, ARKANSAS 72712

DATE: JANUARY 15, 2002

SURVEYOR: KIMLEY-HORN AND ASSOCIATES, INC. 12700 PARK CENTRAL **SUITE 1800** DALLAS, TEXAS 75251 TEL: 972-770-1300 FAX: 972 239-3820

SHEET 3 OF 3

^{1.)} It shall be the policy of the City of Rockwall to withhold issuing building permits until all streets, water 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 by Ordinance 83-54.



OWNER'S CERTIFICATE (Public Dedication)

COUNTY OF ROCKWALL

WHEREAS KSAM PROPERTIES, LLC., BEING THE OWNER OF A TRACT OF land in the County of Rockwall, State of Texas, said tract being described as follows:

Lot 2, Block A, WAL-MART ROCKWALL, an Addition to the City of Rockwall, Rockwall County, Texas, according to the Map or Plat thereof recorded in Cabinet E, Slide 166 of Map Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found for corner in the northwest right-of-way line of SH 66 W. Rusk Street, and being at the southwest corner of Lot 2, Block A and the southeast corner of North Shore Plaza Phase II, an Addition to the City of Rockwall, Texas, according to the Plat thereof recorded in Cabinet C, Slide 23 of the Plat Records of Rockwall County, Texas;

THENCE N. 00 deg. 39 min. 54 sec. W. along the west boundary line of said Lot 2 and the east boundary line of said Addition, a distance of 227.29 feet to a 1/2" iron rod found for corner;

THENCE N. 84 deg. 04 min. 19 sec. E. a distance of 280.68 feet to a "X" found chiseled in concrete for corner at the northeast corner of said Lot 2;

THENCE S. 40 deg. 29 min. 02 sec. W. a distance of 191.65 feet to a 5/8" iron rod found for corner;

THENCE S. 04 deg. 18 min. 48 sec. E. a distance of 41.73 feet to a 1/2" iron rod found for corner in the north right-of-way line of SH 66 W. Rusk Street;

THENCE S. 68 deg. 43 min. 35 sec. W. along said right-of-way line, a distance of 190.76 feet to the POINT OF BEGINNING and containing 43,680 square feet or 1.00 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 WAL-MART ROCKWALL LOT 4, BLOCK A, 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. I further certify that all other parties who have a mortgage or lien interest in WAL-MART ROCKWALL, LOT 4, BLOCK A, have been notified and signed this plat. 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;

- 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, maint aining, 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
- 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 Roc kwall 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, sto rm 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 an d/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 p rogress 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.

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

FOR KSAM PROPERTIES INC.

STATE OF TEXAS

COUNTY OF ROCKWALL

Before me, the undersigned authority, on this day personally appeared KEVIN SMART 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

Given upon my hand and seal of office this 22 day of Jan

2018

ELIZABETH A GIORGA HOUSE PREME - STATE OF TRAD 100 1070404-7 COMB. 68P. 60-80-8001

Filed and Recorded Official Public Records

\$100.00 201800000001906

Shelli Miller, County Clerk Rockwall County, Texas

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, as required under Ordinance 83-54.

02/01/2018 09:46:07 AM

Eliabeth A Morga My Commission Expires

SURVEYOR'S CERTIFICATE

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, Harold D. Fetty, III, R.P.L.S. No. 5034, 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.

Registered Professional Land Surveyor No. 5034

RECOMMENDED FOR FINAL APPROVAL

Planning and Zoning Commission

APPROVED

I hereby certify that the above and foregoing plat of WAL-MART ROCKWALL, LOT 4, BLOCK A, an addition to the City of Rockwall, Texas, an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the

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.

WITNESS OUR HANDS, this ____ day of ______

SEAL

FINAL PLAT WAL-MART ROCKWALL LOT 4, BLOCK A

BEING A REPLAT OF LOT 2, BLOCK A WAL-MART ROCKWALL AS RECORDED IN CABINET E, SLIDE 166-168

> 1.00 ACRES OR 43,680 S.F. (1 LOT)

B. F. BOYDSTUN SURVEY, A-14 CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

OWNER: KSAM PROPERTIES, LLC. 1010 W. RALPH HALL PARKWAY SUITE 200 ROCKWALL, TEXAS 75087

H.D. Fetty Land Surveyor, LLC Firm Registration no. 101509-00 6770 FM 1565 ROYSE CITY, TX 75189 972-635-2255 PHONE tracy@hdfetty.com

SHEET 2 OF 2 FIRE HYDRANT GAS PHONE METER RISER LIGHT ELECTRIC METER SUBSURFACE JUNCTION BOX OCTOBER 25, 2016 SURVEY DATE SCALE 1 - 30 FILE# 20160471-RP CLIENT KSAM

CITY CASE NO P2017-061

HAROLD D. FETTY III

5034