

WHEREAS D.R. HORTON—TEXAS, LTD. is the owner of a parcel of land located in the City of Rockwall, Rockwall County, Texas, and being a part of the Samuel S. McCurry Survey, Abstract Number 146, and also being a part of a called 47.671 acre tract of land described as Tract 2 in deed to D.R. Horton—Texas, Ltd. as recorded in Volume 6588, Page 203, Deed Records of Rockwall County, and being further described as follows:

BEGINNING at a one—half inch iron rod found at the southeast corner of said Tract 2, said point being the northeast corner of Caruth Lakes, Phase 7B, an addition to the City of Rockwall as recorded in Cabinet H, Slide 255, Plat Records of Rockwall County, said point also being in the west right—of—way line of State Highway 205 Bypass (a 120 foot right—of—way) as recorded in Volume 5520, Page 220, Deed Records of Rockwall County:

THENCE South 62 degrees 45 minutes 51 seconds West, 1138.25 feet along the south line of said Tract 2 and the north line of said Caruth Lakes, Phase 7B to a one—half inch iron rod set for corner;

THENCE North 39 degrees 00 minutes 00 seconds West, 601.88 feet to a one—half inch iron rod set for corner in the north line of said Tract 2;

THENCE along the north line of said Tract 2 as follows:

North 46 degrees 25 minutes 29 seconds East, 298.64 feet to a one—half inch iron rod found for corner;

Northeasterly, 526.21 feet along a curve to the right having a central angle of 29 degrees 24 minutes 51 seconds, a radius of 1025.00 feet, a tangent of 269.04 feet, and whose chord bears North 61 degrees 07 minutes 55 seconds East, 520.45 feet to a one-half inch iron rod found for corner;

North 00 degrees 49 minutes 43 seconds West, 144.50 feet to a one-half inch iron rod found for corner;

North 89 degrees 15 minutes 49 seconds East, 375.00 feet to a one—half inch iron rod found for corner;

North 00 degrees 49 minutes 43 seconds West, 249.31 feet to a one—half inch iron rod found for corner:

South 89 degrees 46 minutes 53 seconds East, 255.21 feet to a one-half inch iron rod found for at the northeast corner of said Tract 2, said point being in the west right-of-way line of State Highway 205 Bypass;

THENCE along the west right-of-way line of State Highway 205 Bypass as follows:

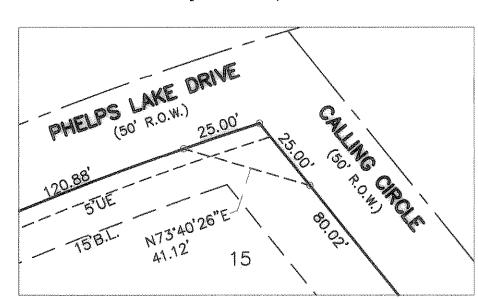
Southeasterly, 179.45 feet along a curve to the right having a central angle of 10 degrees 25 minutes 39 seconds, a radius of 986.00 feet, a tangent of 89.97 feet, and whose chord bears South 16 degrees 58 minutes 30 seconds East, 179.20 feet to a one—half inch iron rod found for corner;

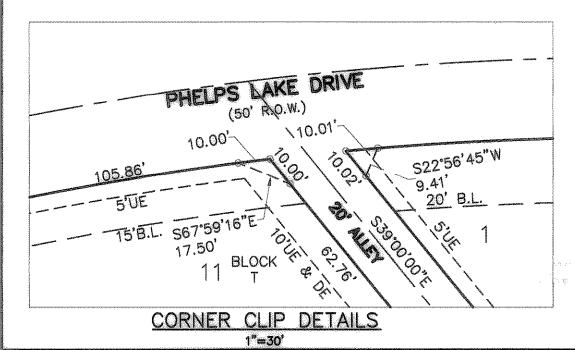
South 11 degrees 45 minutes 40 seconds East, 21.92 to a one—half inch iron rod found for corner:

Southeasterly, 27.45 feet along a curve to the right having a central angle of 01 degrees 39 minutes 19 seconds, a radius of 950.00 feet, a tangent of 13.72 feet, and whose chord bears South 10 degrees 56 minutes 01 seconds East, 27.44 feet to a one—half inch iron rod found for corner:

Southeasterly, 264.52 feet along a curve to the right having a central angle of 08 degrees 58 minutes 05 seconds, a radius of 1690.00 feet, a tangent of 132.53 feet and whose chord bears South 05 degrees 37 minutes 19 seconds East, 264.25 feet to a one—half inch iron rod found for corner;

South 01 degrees 08 minutes 16 seconds East, 318.85 feet to the POINT OF BEGINNING and containing 986,823 square feet or 22.654 acres of land.





OWNER'S DEDICATION

STATE OF TEXAS
COUNTY OF ROCKWALL

NOW. THEREFORE. KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS
COUNTY OF ROCKWALL

I D.R. Horton—Texas, Ltd. the undersigned owner(s) of the land shown on this plat, and designated herein as the Caruth Lakes, Phase 8A 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 Caruth Lakes, Phase 8A 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, my (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.

WITNESS MY HAND at Rowlett, Texas, this 23 day of Sphulps, 2013.

David L. Booth, an Authorized Agent for D.R. Horton-Texas Ltd.

STATE OF TEXAS ~

COUNTY OF DALLAS ~

BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared David L. Booth Assistant Vice President, 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 purposes and consideration therein expressed and in the capacity therein stated.

WITNESS MY HAND at Dallas, Texas, this 23 day of Scalender, 2013.

Notary Public in and for the State of Texas

KAREN HEAD

MY COMMISSION EXPIRES

January 3, 2017

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, DAN B. RAMSEY, do hereby certify that I prepared this plat from an actual survey of the land and that the corner monuments shown hereon were properly placed under my personal supervision in accordance with the Platting Rules and Regulations of the City of Rockwall County, Texas.

Dan B. Ramsey, R.P.L.S. No. 4172



Filed and Recorded Official Public Records Shelli Miller, County Clerk Rockwall County, Texas 10/17/2013 12:24:48 PM \$100.00 20130000498423

ED Lein

RECOMMENDED FOR FINAL APPROVAL

Planning and Zoning Commission

5/28/2013 Date

<u>APPROVED</u>

I hereby certify that the above and foregoing plat of an addition to the City of Rockwall, Texas, was approved by the Council of the City of Rockwall on the day of <u>Yure</u>, 2013.

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

Mayor, City of Rockwall

City Secretary

City Engineer

REPLAT

## CARUTH LAKES, PHASE 8A

22.654 ACRES OUT OF THE SAMUEL S. McCURRY SURVEY, ABSTRACT NO. 146

63 RESIDENTIAL LOTS

CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

D.R. HORTON - TEXAS, LTD.

OWNER

4306 Miller Road, Suite A Rowlett, Texas 75088

(214) 607-4244

JBI PARTNERS, INC.

SURVEYOR/ENGINEER

16301 Quorum Drive, Suite 200 B Addison, Texas 75001

(972)248-7676

63 RESIDENTIAL LOTS

SEPTEMBER 17, 2013

Sheet 2 of 2



WHEREAS D.R. HORTON—TEXAS, LTD. is the owner of a parcel of land located in the City of Rockwall, Rockwall County, Texas, and being a part of the Samuel S. McCurry Survey, Abstract Number 146, and also being a part of a called 47.671 acre tract of land described as Tract 2 in deed to D.R. Horton—Texas, Ltd. as recorded in Volume 6588, Page 203, Deed Records of Rockwall County, and being further described as follows:

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OWNER'S DEDICATION

STATE OF TEXAS COUNTY OF ROCKWALL

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS
COUNTY OF ROCKWALL

I D.R. Horton—Texas, Ltd. the undersigned owner(s) of the land shown on this plat, and designated herein as the Caruth Lakes, Phase 8A 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 Caruth Lakes, Phase 8A 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.

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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, my (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.

WITNESS MY HAND at Rowlett, Texas, this 10 day of December, 2012.

David L. Booth, an Authorized Agent for D.R. Horton-Texas Ltd.

STATE OF TEXAS ~

COUNTY OF DALLAS ~

BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared David L. Booth Assistant Vice President, 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 purposes and consideration therein expressed and in the capacity therein stated.

WITNESS MY HAND at Dallas, Texas, this 10th day of December, 2012.

Notary Public in and for the State of Texas

KAREN HEAD
MY COMMISSION EXPIRES
January 3, 2013

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, DAN B. RAMSEY, do hereby certify that I prepared this plat from an actual survey of the land and that the corner monuments shown hereon were properly placed under my personal supervision in accordance with the Platting Rules and Regulations of the City of Rockwall, Rockwall County, Texas.

Dan B. Ramsey, R.P.L.S. No. 4172



Plot Date:

plogsdon

Plotted by:

5:04

12/6/2012

H: \Projects\HOE132\dwg\plats\XHOE132PT-PHASE8A.dw

RECOMMENDED FOR FINAL APPROVAL

Planning and Zoning Commission

7/10/2012 Date

**APPROVED** 

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

Mayor, City of Rockwall

SEAL

City Engineer

FINAL PLAT

CARUTH LAKES, PHASE 8A

22.654 ACRES OUT OF THE SAMUEL S. McCURRY SURVEY, ABSTRACT NO. 146

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4306 Miller Road, Suite A

OWNER

(214) 607-4244

JBI PARTNERS, INC.

Rowlett, Texas 75088

SURVEYOR/ENGINEER

16301 Quorum Drive, Suite 200 B Addison, Texas 75001

(972)248-7676

63 RESIDENTIAL LOTS

DECEMBER 7, 2012

Sheet 2 of 2