STATE OF TEXAS COUNTY OF ROOKWALL

WitEREAS, Metropiex Acquisition Fund, LP, Betsy Commercial, Ltd., Stone Greek Balance, Ltd. and Stone Creek SF, Ltd. are the owners of a 24.6420 acre tract of land situated in the W.T. Deweese Survey, Abstract No. 71, City of Rockwall, Rockwall County, Texas; said tract being all of that certain tract of land described as Tract 1 in Special Warranty Deed to Metropiex Acquisition Fund, LP recorded in Instrument No. 2008—00409649 of the Deed Records of Rockwall County, Texas, part of those certain tracts of land described as Tract 1 and Tract 2 in Special Warranty Deeds to Betsy Commercial, Ltd. recorded in instrument No. 2007—00375397 of the said Deed Records, part of that certain tract of land described in Special Warranty Deeds to Stone Creek Balance, Ltd. recorded in instrument No. 2007–00375394 of the said Deed Records and part of that certain tract of land described as Phase 2B in Special Warranty Deed to Stone Creek SF, Ltd. recorded in Instrument No. 2007-00375398 of the said Deed Records; said 24.6420 acre tract being more particularly described as follows:

BEGINNING, at a 5/8-inch Iron rod with "Carter Burgess" cap found for corner at the north end of a right-of-way corner clip at the intersection of the east right-of-way line of State Highway 205 (a 100—fact wide right—of—way) and the south right—of—way line of F.M. 552 (a variable width right-of-way);

THENCE, North 89 degrees, 09 minutes, 25 seconds East, along the said south line of F.M. 552, at a distance of 789.91 feet passing a 5/8—inch iron rod with "Poque Eng & Dev" cap found at the northeast corner of said Tract 1, continuing along said south line of F.M. 552, in all a total distance of 889.91 feet to a 5/8-inch Iron rod with "Pogue Eng & Dev" cap found for corner: said point also being the northwest corner of that certain tract of land described as Tract 2 in same deed to Metropiex Acquisition Fund, LP;

THENCE, South 00 degrees, 50 minutes, 35 seconds East, departing the sold south line of F.M. 552 and along the west line of second referenced Tract 2, at a distance of 232.83 feet passing a 5/8-inch iron rod with "Pague Eng & Dev" cap found at the southwest corner of second referenced Tract 2, continuing in all a total distance of 715.14 feet to a 5/8—inch iron rod with "Pegue Eng & Dev" cap set at the beginning of a tangent curve to the right;

THENCE, in a southwesterly direction, along said curve to the right, having a central angle of 21 degrees, 03 minutes, 10 seconds, a radius of 650.00 feet, a chord bearing and distance of South 09 degrees, 41 minutes, 00 seconds West, 237.49 feet, an arc distance of 238.84 feet to a 5/8—inch iron rod with "Pague Eng & Dev" cap set at the end of said curve;

THENCE, South 20 degrees, 12 minutes, 35 seconds West, a distance of 331.81 feet to a 5/8—inch iron rod with "Pogue Eng & Dev" cap set for corner; said point being the beginning of a non-tangent curve to the left;

THENCE, in a northwesterly direction, along said curve to the left, having a central angle of 26 degrees, 22 minutes, 28 seconds, a radius of 550.00 feet, a chord bearing and distance of North 77 degrees, 45 minutes, 43 seconds West, 250.95 feet, an arc distance of 253.18 feet to a 5/8-inch Iron rod with "Pogue Eng & Dev" cap set at the end of said curve;

THENCE, South 89 degrees, 03 minutes, 03 seconds West, a distance of 82.76 feet to a 1/2-inch Iron red with "Corwin Emg Inc." cap found for corner; said point being at the south end of the east terminus of Bordeaux Drive (a 100-foot wide right-of-way); said point also being the northeast corner of Lot 17, Black N. Stone Creek Phase I, an addition to the City of Rockwall, Texas according to the plat recorded in Cabinet G, Page 327 of the Plat Records of Rockwall County, Texas;

THENCE, North 00 degrees, 56 minutes, 57 seconds West, along the said east terminus of Bordeaux Drive, a distance of 100.00 feet to a 5/8-inch iron rod with "Poque Eng & Dev" cap set for corner; said point also being at the north end of said east terminus of Bordeaux Drive;

THENCE, South 89 degrees, 03 minutes, 03 seconds West, departing the said east ter Bordeaux Drive and along the north right-of-way line of said Bordeaux Drive, a distance of 459.98 feet to a 5/8-inch iron rod with "Poque Eng & Dev" cap found for corner at the intersection of the said east line of State Highway 205 and the said north line of Bordeaux Drive; said point also being the southwest corner of said Tract 1;

THENCE, North 00 degrees, 56 minutes, 57 seconds West, departing the said north line of Bordeaux Drive and along the said east line of State Highway 205 and the west line of Tract 1, a distance of 1042.29 feet to a 5/8-inch iron rad with "Carter Burgess" cap found for corner; said point also being the south end of said right-of-way corner clip;

THENCE, North 44 degrees, 58 minutes, 31 seconds East, departing the said east line of State Highway 205 and said west line of Tract 1 and along the said corner clip, a distance of 86.41 feet to the POINT OF BEGINNING;

CONTAINING, 1,073,405 square feet or 24.6420 scree of land, more or less.

SURVEYOR'S CERTIFICATE

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, Roman L. Groyeman, do hereby certify that I prepared this plat from an ectual and accurate survey of the land, and that the corner manuments shown thereon were properly placed under my personal supervision.

2. GROSSee 5/28/09



METROPLEX ACQUISITION

8214 WESTCHESTER

FUND, LP

SUITE 850

DALLAS, TEXAS 75225

(214) 343-4477

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 the STONE CREEK RETAIL ADDITION, LOTS 1—6. BLOCK A, subdivision to the City of Rackwall, 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 STONE CREEK RETAIL ADDITION, LOTS 1—6, BLOCK A, have been 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.

1. No buildings shall be constructed or placed upon, over, or across the utility easements as

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

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.

No house dwelling unit, or other structure shall be constructed on any let 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 black on the street or etreets 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 eacrow 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

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; 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.

METROPLEX ACQUISITION FUND, LP a Texas limited partnership By: SIX-PINES REALTY, L.C. a Texas limited liability company. Its general partner By: Ronald G. Gentzler, President

STATE OF TEXAS COUNTY OF DALLAS

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

PARAMETER FORE

STONE CREEK BALANCE, LTD

3838 OAK LAWN AVENUE,

SUITE 1212

DALLAS, TEXAS 75219

(214) 522-4945

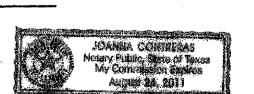
BRERARED EOR:

BETSY COMMERCIAL, LTD. 3838 OAK LAWN AVENUE,

SUITE 1212

DALLAS, TEXAS 75219

(214) 522-4945



BETSY COMMERCIAL, LTD., a Texas limited partnership By: BETSY COMMERCIAL GP Corporation, a Texas corporation, its general partner Maria Akan By: Richard Skorburg, President WP//(GI) STATE OF TEXAS COUNTY OF DALLAS

Before me, the undersigned authority, on this day personally appeared RIGHARD W. SKORBURG, 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 My Commission Expires: 01-89-2011 rainelle McDonald

STONE CREEK BALANCE, LTD., a Texas limited partnership By: STONE CREEK BALANCE GP Corporation, a Texas corporation, its general partner

By: Richard M. Skorburg, President STATE OF TEXAS COUNTY OF DALLAS

Before me, the undersigned authority, on this day personally appeared RICHARD M. SKORBURG, 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 ___ Kainelle McDonald Notary Public in and for the State of Texas

My Commission Expires: 01-01-20//

STONE CREEK SF, LTD., a Texas limited partnership

By: STONE CREEK SF GP Corperation, a Texas corporation, its general partner

By: Richard M. Skorburg, President STATE OF TEXAS COUNTY OF DALLAS

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

Kainelle Mcomell Notary Public in and for the State of Texas My Commission Expires: 01-09-2011

Given upon my hand and seal of office this 54 day of Aune KAMELLE MCDONALD NOMY PUBL, State of Taxas My Commission Expires January 69, 3511

Notary Public, State of Texas My Commission Expires

LANGELLE MCDONALD

Moreny Public, State of Texas My Commission Explose

RECOMMENDED FOR FINAL APPROVAL 04-14-09 Planning and Zoning Commission <u>APPROVED</u>

WITNESS OUR HANDS, this 2nd day of .

Mayori City of Rockwall Shaty Ushberry City Secketary City of Rockwall Char Total 7-10-09 City of Rockwall Engineer

SEAL

FINAL PLAT

STONE CREEK RETAIL ADDITION LOTS 1-6, BLOCK A

LOCATED IN THE CITY OF ROCKWALL, TEXAS AND BEING OUT OF THE

W.T. DEWEESE SURVEY, ABSTRACT NO. 71 ROCKWALL COUNTY, TEXAS

1393-08-087 03-20-2009 1" = 60'RLG DRAWN BY: 1512 BRAY CENTRAL DRIVE (214) 544-8880 PHONE SUITE 100 (214) 544-8882 FAX BEC McKINNEY, TEXAS 75069 CHECKED BY: www.PogueEngineering.com

PREPARIO FOR

STONE CREEK SF. LTD.

3838 OAK LAWN AVENUE.

SUITE 1212

DALLAS, TEXAS 75219

(214) 522-4945

DWG NO: 1393-08-087-04A.DWG

SHEET 4 OF

PI NO: 1393-08-087