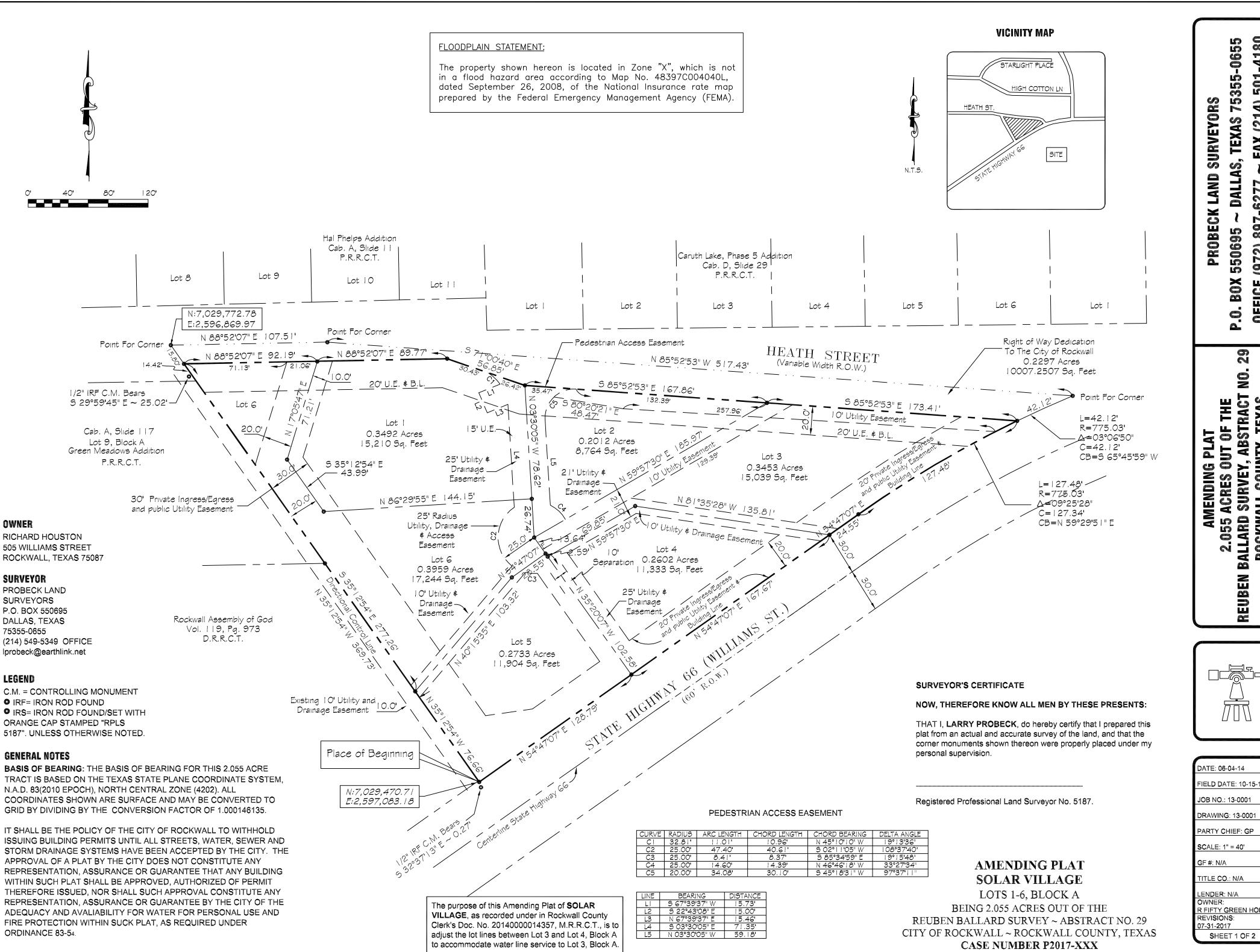




## City of Rockwall

Planning & Zoning Department 385 S. Goliad Street Rockwall, Texas 75032 (P): (972) 771-7745 (W): www.rockwall.com The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user.

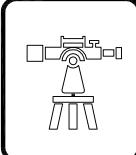




-4180 S, TEXAS 75355-0655 501 (214) PROBECK LAND SURVEYORS FAX -627 260 550695 (972)P.O. BOX 

SURVEY, ABSTRACT NALL COUNTY, TEXAS **AMENDING PLAT 2.055 ACRES** ROCKWALL BALLARD RECER

29



DATE: 06-04-14 FIELD DATE: 10-15-13 JOB NO.: 13-0001 DRAWING: 13-0001 PARTY CHIEF: GP SCALE: 1" = 40' GF#: N/A TITLE CO.: N/A LENDER: N/A OWNER: R FIFTY GREEN HOMES REVISIONS: 07-31-2017

TATE OF TEXAS	§	
OUNTY OF ROCKWALL	8	

WHEREAS R FIFTY GREEN HOMES, BEING THE OWNER OF A TRACT of land in the County of Rockwall, State of Texas, said tract being described as follows:

WHEREAS R FIFTY GREEN HOMES is the owner of all that certain lot, tract, or parcel of land lying and being situated in the Reuben Ballard Survey, Abstract Number 29, having a Patent date of February 23, 1854, Patent Number 112, Patent Volume 9, Certificate Number 889, File Number 001573, City of Rockwall, Rockwall County, Texas, and being all of a 2.055 acre tract of land conveyed by Douglas D. Morris To Douglas and Lynda Morris 2010 Revocable Trust by Warranty Deed dated July 15, 2011, as recorded in Volume 6502, Page 189, of the Deed Records of Rockwall, Rockwall County, Texas, and being that certain tract of land conveyed by Douglas Dwight Morris, as Trustee of the Douglas and Lynda Morris Revocable Trust and Billy Peoples, individually, to R Fifty Green Homes by General Warranty Deed dated October 24, 2013, as recorded in the Official Public Records of Rockwall, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" Iron Rebar with a orange plastic cap stamped "PROBECK 5187" found for the southwest corner of R Fifty Green Homes tract of land and being also the southeast corner of that certain called 6.300 acre tract of land conveyed to Rockwall Assembly of God recorded in Volume 119 at Page 973 of the Deed Records of Rockwall, Rockwall County, Texas, said 5/8" Iron Rebar also being in the northwesterly line of Williams Street, (a.k.a. State Highway No. 66), being a 60.00 feet wide public right-of-way from which point a found 1/2" Iron Rebar bears, South 32° 37' 13" East, a distance of 0.27 feet;

THENCE North 31° 12' 54" West, departing the northwesterly line of State Highway No. 66, continuing with the westerly line of R Fifty Green Homes tract of land and the easterly line of Rockwall Assembly of God's tract of land, passing at a distance of 185.14 feet the southeast corner of Lot 9, Block A, of Green Meadows Addition, an addition to the City of Rockwall according to the Map or Plat thereof recorded in Cabinet A at Slide 117 of the Plat Records of Rockwall, Rockwall County, Texas, continuing in all a total distance of 369.73 feet to a point for the northwest corner of R Fifty Green Homes tract of land said point being in the centerline of Heath Street, a variable width public right-of-way, from which point a found 1/2" Iron Rebar bears, South 29° 59' 45" East, a distance Mayor, City of Rockwal of 25.02 feet;

THENCE North 88° 52' 07" East, continuing with the north line of R Fifty Green Homes tract of land and the centerline of Heath Street, a distance of 107.50 feet to a point for corner;

THENCE South 85° 52' 53" East, continuing with the north line of said R Fifty Green Homes tract of land and the centerline of said Heath Street, a distance of 517.43 feet, to a point for the northeast corner of R Fifty Green Homes tract of land said point lying in the northwesterly line of State Highway No. 66 said point being also the beginning of a non-tangent curve concave to the left from which point the radius bears South 35° 12' 53" East, a distance of 775.03 feet, having a chord bearing and distance of South 61° 03' 16" West, 169.27 feet;

THENCE continuing southwesterly with said curve concave to the left and the southeasterly line of R Fifty Green Homes tract of land, and the northwesterly line of State Highway No. 66, through a COUNTY OF ROCKWALL § central angle of 12° 32' 18" an arc distance of 169.60 feet to a 5/8" Iron Rebar with an orange plastic cap stamped "PROBECK 5187" found for corner and the end of said curve;

THENCE South 54° 47' 07" West, continuing with the southwesterly line of the said R Fifty Green Homes tract of land and the northwesterly line of State Highway No. 66, a distance of 321.00 feet to the PLACE OF BEGINNING containing 89,502 square feet or 2.055 acres of land, of which 10,007 square feet or 0.229 acres lie within the roadway of Heath Street, leaving a net area of 79,495 to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me square feet or 1.824 acres or 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 the SOLAR VILLAGE subdivision to the City of Rockwall, Rockwall County Texas, and whose name is subscribed hereto, do hereby dedicate to the use of the public forever all streets, alleys, parks, watercourses, 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 SOLAR VILLAGE subdivision 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. I also understand the following:

- No buildings shall be constructed or placed upon, over, or across the utility easements as described herein.
- 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.
- 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 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.
- 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 d

eveloper 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 im

provements 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 o f 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, my successors and assigns hereby waive any claim, damage, or cause of action that I may have as a result of the dedication of exactions made herein.

Owner: Richard Houston R-Fifty Green Homes

RECOMMENDED FOR FINAL APPROVAL

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 dav of

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.

WITNESS OUR HANDS, this \_\_\_\_ \_ day of \_

City Secretary City Engineer

STATE OF TEXAS

Before me, the undersigned authority, on this day personally appeared that he executed the same for the purpose and consideration therein stated. Given upon my hand and seal of office this Day of

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

Signature of Party with Mortgage or Lien Interest

**SURVEYOR'S CERTIFICATE** 

NOW. THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, LARRY PROBECK, 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. 5187

STATE OF TEXAS COUNTY OF ROCKWALL §

Before me, the undersigned authority, on this day personally appeared LARRY PROBECK, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given upon my hand and seal of office this Day of

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

Signature of Party with Mortgage or Lien Interest

The purpose of this Amending Plat of **SOLAR** 

VILLAGE, as recorded under in Rockwall County

## AMENDING PLAT SOLAR VILLAGE

LOTS 1-6, BLOCK A BEING 2.055 ACRES OUT OF THE Clerk's Doc. No. 20140000014357, M.R.R.C.T., is to REUBEN BALLARD SURVEY ~ ABSTRACT NO. 29 adjust the lot lines between Lot 3 and Lot 4, Block A CITY OF ROCKWALL ~ ROCKWALL COUNTY, TEXAS to accommodate water line service to Lot 3, Block A. CASE NUMBER P2017-XXX

LAND SURVEYORS 2 TEXAS Ś -627 PROBECK 550695 (972)BOX 29 

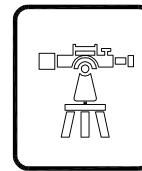
-4180

501

4

75355-0655

ABSTRACT SURVEY, AB: ALL COUNTY, AMENDING 1 5 ACRES OU ROCKWALL 2.055 / BALLARD REUBEN



DATE: 06-04-14 FIELD DATE: 10-15-13 JOB NO.: 13-0001 DRAWING: 13-0001 PARTY CHIEF: GP SCALE: 1" = 40' GF #: N/A TITLE CO.: N/A ENDER: N/A OWNER: R FIFTY GREEN HOMES REVISIONS: 07-31-2017 SHEET 2 OF 2