

STATE OF TEXAS §
COUNTY OF ROCKWALL §
CITY OF ROCKWALL §

DEVELOPER'S AGREEMENT
HARBOR LANDING PHASE 2

WHEREAS, the Developer has submitted plans for the development of Harbor Landing, Phase 2, the plat of which is attached hereto as Exhibit A; and

WHEREAS, the elevations as shown on said plat that depict maximum roof height; maximum pad elevation; and maximum house height were derived by virtue of litigation styled *Rockwall Harbor Landing, Ind. v. City of Rockwall, Texas*, 86th Judicial District Court, Rockwall County, Texas; and

WHEREAS, the above-styled case was settled by all parties and the said elevations, agreed upon; and

WHEREAS, the Developer has certified to the City that slight variations in certain pad elevations should occur in order to allow said lots to be built; and

NOW THEREFORE, the Developer and the City hereby agree as follows:

- (1) That the City and Developer acknowledge a portion of the Settlement Agreement which states as follows: "Intervenor and Defendant agree to take no action of any kind to amend, alter, revise or relocate in any manner the restrictions contained in Exhibit A which would interfere or impede Plaintiff's development of said property" and that further the City's attorney has advised that the proposed pad elevations from Developer's engineer do not impede development of the property.
- (2) That Developer's engineer has certified to the City that the pad elevations as shown create an untenable and/or undesirable situation that can only be best solved by raising the pad elevations in order to protect from flooding or similar danger, a copy of said certificate being attached hereto as Exhibit B.
- (3) That the City will allow the pad elevations as shown on Exhibit C attached hereto as long as the maximum building height that is shown on Exhibit C does not exceed the height that is shown on Exhibit C. For any lot listed in Exhibit C, the builder or applicant for a building permit shall furnish the Building Official a certificate demonstrating that such height as shown on said Exhibit will be complied with.
- (4) The Developer, its successors, assigns, vendors, grantees, and/or trustees do hereby agree to fully release, indemnify, and hold harmless the City from all claims, suits, judgments, and demands which have accrued or which may accrue because of such development.

[Handwritten signature]

(5) This Agreement shall be considered as a covenant running with the land and may be filed in the Deed Records, Rockwall County, Texas.

(6) Venue for this Agreement shall be in Rockwall County, Texas.

EXECUTED this 22nd day of FEBRUARY, 2000.

CITY OF ROCKWALL

By: _____
Julie Couch, City Manager

ATTEST:

City Secretary

**DEVELOPER
BOARDWALK DEVELOPMENT, L.L.C.**

By: *C. J. Poynel*
Title: PRESIDENT
Its Authorized Representative

ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF ROCKWALL §

BEFORE ME, the undersigned notary public, on this _____ day of _____, 2000, personally appeared Julie Couch, City Manager of the City of Rockwall, known to me to be the identical person who signed the within and foregoing document, and stated that she signed the same as her free and voluntary act and deed, and the free and voluntary act and deed of the City of Rockwall.

WITNESS MY HAND AND SEAL the day and year first above written.

Notary Public, State of Texas
Printed name: _____

MY COMMISSION EXPIRES:

(SEAL)

STATE OF TEXAS §
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BEFORE ME, the undersigned notary public, on this 22nd day of FEBRUARY 2000, personally appeared C.E. POFAHL, MEMBER of BOARDWALK DEVELOPMENT, LLC, Developer, known to me to be the identical person who signed the within and foregoing document, and stated that he signed the same as his free and voluntary act and deed, and the free and voluntary act and deed of BOARDWALK DEVELOPMENT, LLC.

WITNESS MY HAND AND SEAL the day and year first above written.

Toni G. Napier
Notary Public, State of Texas
Printed name: Toni G. Napier

MY COMMISSION EXPIRES:
11/3/03
(SEAL)

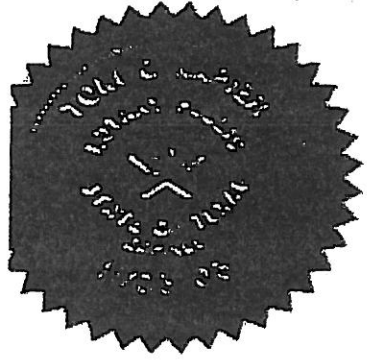


Exhibit "C"
Harbor Landing Phase 2

BLOCK B

Lot #	Maximum Rooftop Elevation Per Court Order	Maximum Pad Elevation Per Court Order	As-Built Pad Elevation	Maximum House Height Per Court Order	Adjusted Maximum House Height
4	488	466		22'	
5	488	459		29'	
6	471	448	450	23'	21'
7	471	448		23'	
8	471	448		23'	
9	469	447		22'	
10	469	447		22'	
11	478.5	452		26.5'	
12	489	461		29'	
13	474.5	451.5		23'	
14	469	446		23'	
15	469	446		23'	
16	468	445	446	23'	22'
17	488	445	447	23'	21'
18	468	445	448	23'	20'
19	477	449		28'	
20	480	450		30'	
21	477	450		27'	
22	?480	454		?26	
23	?490	460		?30	

BLOCK C

Lot #	Maximum Rooftop Elevation Per Court Order	Maximum Pad Elevation Per Court Order	As-Built Pad Elevation	Maximum House Height Per Court Order	Adjusted Maximum House Height
14	479	456	459	23'	20'
15	481	456		25'	
16	482	457		25'	
17	485.5	462.5		23'	
18	495	470		25'	
19	496.5	473.5		23'	
20	493	470		23'	
21	492	466.5		26.5'	
22	478.5	456		22.5'	
23	479	457		22'	
24	479	457		22'	
25	489	467		22'	