

CITY OF ROCKWALL  
205 West Rusk  
Rockwall, Texas

APPLICATION FOR CONDITIONAL USE PERMIT

Case No. 87-61-SP/ CUP Date Submitted 9/21/87  
 Filing Fee \$ 110.00  
 Applicant El Chico Corporation  
 Address 12200 Stemmons, #100 Phone No. 241-5500  
Dallas, TX 75234 Owner Rep: Melvin Fain 964-3000  
 Owner XXX Tenant 1 Prospective Purchaser 1

Legal description of property for which Conditional Use Permit is requested (if additional space is needed, the description may be typed legibly on a separate sheet and attached hereto:)<sup>2</sup>

Attached

I hereby request that a Conditional Use Permit be issued for the above described property for: A.) The combined use of steel & wood construction with the installation of a fire sprinkler system. B.) Private club

line The current zoning on this property is commercial. There <sup>is/are</sup> are/are not deed restrictions pertaining to the intended use of this property.

I have attached hereto as Exhibit A a plat showing the property which is the subject of this requested Conditional Use Permit and have read the following note concerning the importance of my submitting to the City a sufficient legal description.

X Jeff Wehead

<sup>1</sup>If the applicant is someone other than the owner, written acknowledgement by the owner of the request must also be submitted.

<sup>2</sup>The legal description is used to publish the notice of the required hearing and in the preparation of the final ordinance granting the Conditional Use Permit. The description must be sufficient so as to allow a qualified surveyor to take the description and locate and mark off the tract on the ground. Each applicant should protect himself by having a surveyor or his attorney approve his legal description. Failure to do so by the applicant may result in delay in passage of the final ordinance or the ordinance being declared invalid at some later date because of an insufficient legal description.

STATE OF TEXAS  
COUNTY OF ROCKWALL  
LEGAL DESCRIPTION

BEING a tract of land situated in the James Smith Survey, Abstract No. 200, City of Rockwall, Rockwall County, Texas, and being part of Lot 2 of Carlisle Plaza Addition, an addition to the City of Rockwall, recorded in Slide B, Page 136, Deed Records of Rockwall County, Texas, and being more particularly described as follows:

COMMENCING at an iron rod at the intersection of the South right-of-way line of Interstate No. 30 (U.S. Hwy. No. 67) (a variable right-of-way) with the Northeast right-of-way line of a County Road (a 30' right-of-way);  
THENCE: North 44° 28' 05" East along said right-of-way line of Interstate No. 30 a distance of 10.00 feet to an iron rod at an angle point;  
THENCE: North 11° 49' 39" East along said right-of-way line of Interstate No. 30 a distance of 192.78 feet to an iron rod at an angle point;  
THENCE: North 70° 38' 45" East along said right-of-way line of Interstate No. 30 a distance of 492.47 feet to an iron rod set for a corner at the POINT OF BEGINNING, said point also being the West corner of the hereinabove mentioned Lot 2;  
THENCE: North 70° 38' 45" East along said right-of-way line of Interstate No. 30 a distance of 127.00 feet to an iron rod set for a corner;  
THENCE: South 19° 21' 15" East traversing said Lot 2 a distance of 209.47 feet to an "X" set in concrete for a corner on the Southeast line of said Lot 2;  
THENCE: South 45° 05' 33" West along the Southeast line of said Lot 2 a distance of 69.71 feet to an "X" set in concrete for a corner at the South corner of said Lot 2;  
THENCE: North 44° 54' 27" West along the Southwest line of said Lot 2 a distance of 148.62 feet to an iron rod set for an angle point;  
THENCE: North 19° 21' 15" West along the Southwest line of said Lot 2 a distance of 105.45 feet to the POINT OF BEGINNING and containing 25,177 Square Feet or 0.5780 Acres of Land.

The plat hereon is a true, correct and accurate representation of the property as determined by survey; the lines and dimensions of said property being as indicated by the plat. There are no encroachments, conflicts, or protrusions, except as shown.

Danny E. Osteen

Danny E. Osteen, Registered Public Surveyor No. 4169



SITE PLAN REVIEW

- \* Date Submitted 9/21
- \* Scheduled for P&Z 10/8
- \* Scheduled for Council 11/2
- \* Applicant/Owner El Chico Corp
- \* Name of Proposed Development El Chico
- \* Location FM 740/I 30 \* Legal Description Lot 2 Blk A  
Carlisle Plaza Addn
- \* Total Acreage \_\_\_\_\_ \* No. Lots/Units 1
- \* Current Zoning C
- Special Restrictions \_\_\_\_\_
- \* Surrounding Zoning C

<u>Planning</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>
1. Is the site zoned properly? <i>a CUP has been applied for</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Does the use conform to the Land Use Plan?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Is this project in compliance with the provisions of a Concept Plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
* 4. Is the property platted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
* 5. Is plat filed of record at C File No. <u>B136</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
* 6. If not, is this site plan se preliminary plat?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Does the plan conform to the Comprehensive Zoning Ordinance or PD Ordinance on the following:			
a. Are setbacks correct?			
<i>need to be 15 feet</i>	front <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	side <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	rear <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Are buildings on same lot adequately separated?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

no site plan app. only CUP app.

- |    |  |                                     |                                     |                                     |
|----|--|-------------------------------------|-------------------------------------|-------------------------------------|
| c. | Is the lot the proper size?                                | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| d. | Does the lot have proper dimensions?                       | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| e. | Are exterior materials correct?                            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| f. | Are structural materials correct?                          | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
|    | <i>have applied for cert</i>                               |                                     |                                     |                                     |
| g. | Is coverage correct?                                       | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| h. | Is adequate area in landscaping shown?                     | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| i. | Is it irrigated?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| j. | Is landscaping in parking lot required?                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| k. | Are types of landscaping indicated?                        | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
|    | <i>need landscaping</i>                                    |                                     |                                     |                                     |
| l. | Is floor area ratio correct?                               | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| m. | Is building height correct?                                | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| n. | Are correct number of parking spaces provided?             | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|    | <i>need to review</i>                                      |                                     |                                     |                                     |
| o. | Are driving lanes adequate in width?                       | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|    | <i>need dimensions</i>                                     |                                     |                                     |                                     |
| p. | Are parking spaces dimensioned properly?                   | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|    | <i>need dimensions</i>                                     |                                     |                                     |                                     |
| q. | Does the parking lot meet City specifications?             | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|    | <i>parking overhang on City</i>                            |                                     |                                     |                                     |
| r. | Is a fire lane provided?                                   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
|    | <i>-no- need corridor</i>                                  |                                     |                                     |                                     |
| s. | Is it adequate in width?                                   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| t. | Are drive entrances properly spaced?                       | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| u. | Are drive entrances properly dimensioned?                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
|    | <i>need dimensions</i>                                     |                                     |                                     |                                     |
|    | ....Do drive entrances line up with planned median breaks? | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| v. | Is lighting provided and correctly directed?               | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| w. | Are sidewalks required?                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| x. | Are sidewalks provided?                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| y. | Is a screen or buffer required?                            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
|    | ....Is it sized properly?                                  | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
|    | ....Is it designed properly?                               | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
|    | ....Is it of correct materials?                            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

- \* 7. Does the site plan contain all required information from the application checklist?
- 8. Is there adequate access and circulation?
- 9. Is trash service located and screened? *unknown*
- \* 10. Are street names acceptable? *N/A*
- 11. Was the plan reviewed by a consultant? (If so, attach copy of review.)
- 12. Does the plan conform to the Master Park Plan?
- 13. Are there any existing land features to be maintained? (ie, topography, trees, ponds, etc.)

Comments:

Building Codes

- 1. Do buildings meet fire codes?
- 2. Do signs conform to Sign Ordinance? *may need a sign plan*

Comments:

Engineering

- 1. Does plan conform to Thoroughfare Plan?
- 2. Do points of access align with adjacent ROW?
- 3. Are the points of access properly spaced?
- 4. Are street improvements required?
- 5. Will escrowing of funds or construction of substandard roads be required?
- 6. Does plan conform with Flood Plain Regulations?
- 7. Is adequate fire protection present?
- 8. Are all utilities adequate?
- 9. Are adequate drainage facilities present?
- 10. Is there a facilities agreement on this site?

- 11. Are existing roads adequate for additional traffic to be generated? ✓    \_\_\_    \_\_\_
- 12. Is the site part of a larger tract? Does the plan adversely impact development of remaining land?           ✓    \_\_\_    \_\_\_
- 13. Are access easements necessary? *is there an access easement w/ driveway*           ✓    \_\_\_    \_\_\_
- 14. Are street and drive radii adequate? *need dimensions*           \_\_\_    \_\_\_    \_\_\_
- 15. Have all required conditions been met?           \_\_\_    \_\_\_    ✓
- 16. Is there a pro rata agreement on this site?           \_\_\_    ✓    \_\_\_
- 17. Have all charges been paid?           \_\_\_    \_\_\_    \_\_\_

Time Spent on Review

<u>Name</u>	<u>Date</u>	<u>Time Spent (hours)</u>
<u>Julie Cook</u>	<u>9/28</u>	<u>1 hr.</u>

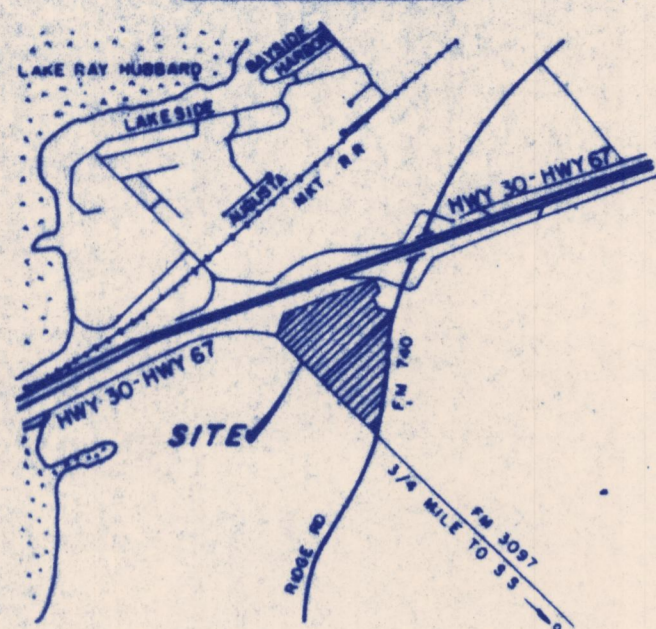
*How many sq. ft overlay district when is trash pickup? need to see landscaping - how much square footage in total building? need dimensions for standard wall - setbacks elevations parking*







VICINITY MAP



GENERAL NOTES

- All Construction shall be in compliance with the Uniform Building Code, 1982 Edition, and shall comply with all codes, ordinances and requirements set forth by the City of Rockwall, Texas. The Building shall be zoned as "Commercial".
- All Buildings shall have a B-2 Occupancy. Interior Columns shall have a Two (2) Hour Minimum Fire Rating as Detailed.
- All Property bearings and dimensions are from a survey prepared by Harold L. Evans, Civil Engineers, 2331 Gus Thomasson Road, Suite 102, Dallas, Texas, 75228; (214) 328-8133.
- All Signage to be placed on this site is subject to approval by the Owner and City of Rockwall sign ordinance.
- All paving shall be coordinated with the lawn sprinkler contractor to allow for installation of sleeves under drive.
- All dimensions are to be field verified for correctness: If any variances occur, Architect shall be contacted for verification.
- It is the responsibility of the General Contractor to become aware of the location of all underground utilities on the site before any drilling or excavation begins. Contractor shall be aware that an existing structure was removed and that existing utilities will be used if possible.
- A utility package has been prepared by Harold L. Evans, Civil Engineers, General Contractor shall gain access to such utility package and include in the bid of this project.
- Harold L. Evans, Civil Engineers has prepared a dimensioned layout for foundation and column locations for this project. A Registered Civil Engineer, with approval of Architect and Owner, shall carefully layout the slab and column locations. Any discrepancies shall be called to the attention of the Architect immediately for resolution.
- General Contractor shall coordinate construction with landscape contractor (under separate contract) and provide rough grading in planting areas. Landscape contractor shall be responsible for proper drainage of landscape areas away from building.
- Earthwork contractor shall not remove or destroy any trees without Owner's approval. The Owner's representative shall be at site to mark any and all trees to be removed and/or to remain. Trees to be saved shall be carefully barricaded per specifications so as not to be damaged during the construction process. Tree damage WILL NOT be tolerated.
- All concrete paving and walks shall be reinforced with #3's at 24" O.C.E.W. All reinforcing shall be raised 1 1/2" above final graded surface with plastic chairs.
- All light gauge metal studs shall be 20 gauge unless otherwise noted on Plans.

Revisions

Date	No.	Description
------	-----	-------------

MICHAEL F. TWICHELL

Architect  
Dallas, Texas 748-6461

A PROJECT FOR:

CARLISLE PROPERTY CO. RETAIL

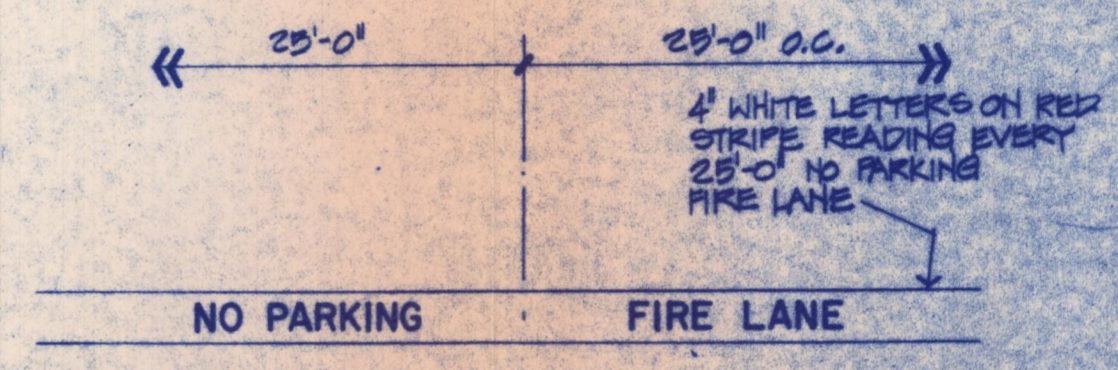
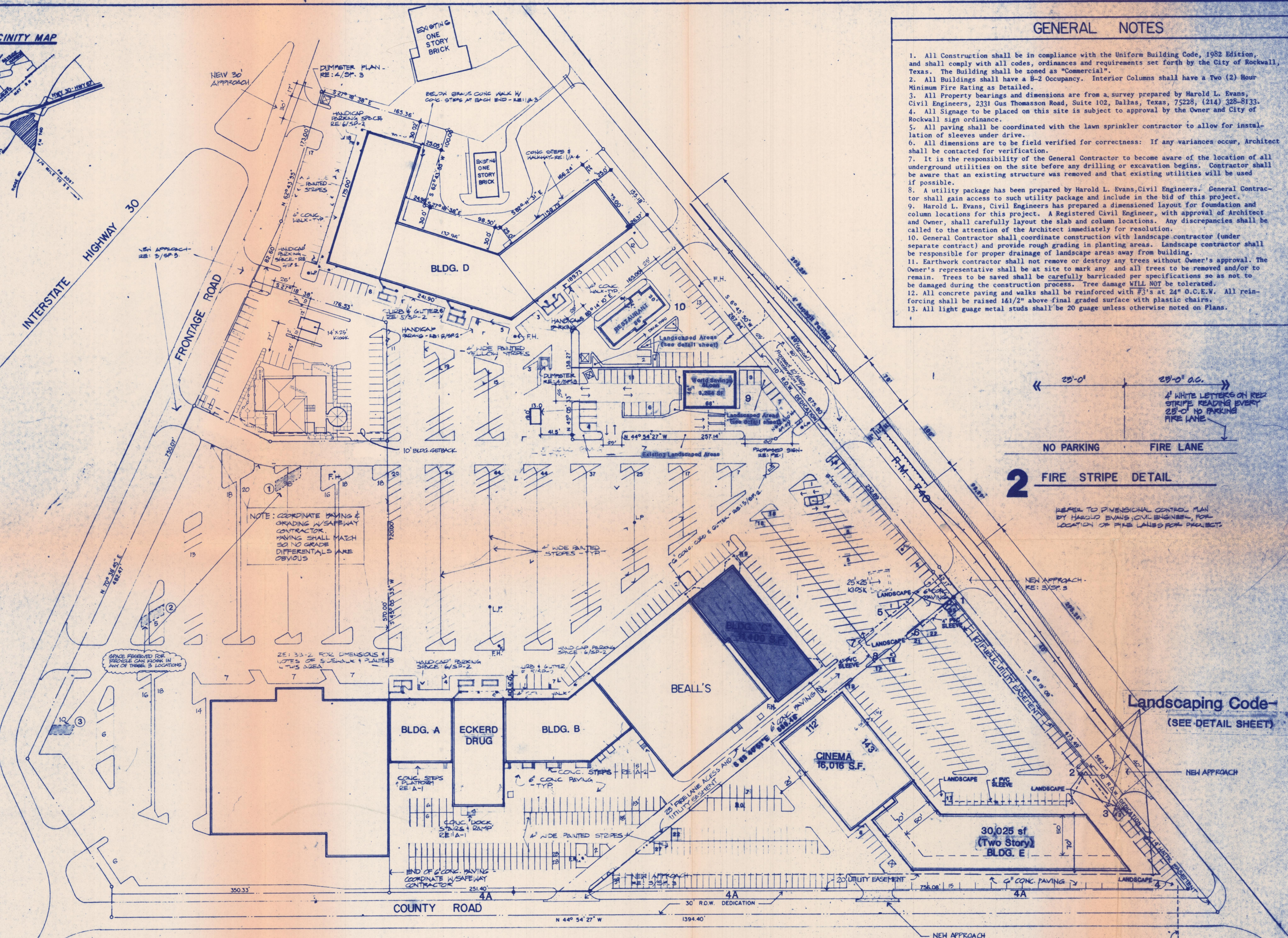
ROCKWALL VILLAGE SHOPPING CENTER

PHASE II

ROCKWALL, TEXAS

SITE PLAN

1" = 60'-0"



2 FIRE STRIPE DETAIL

REFER TO DIMENSIONAL CONTROL PLAN BY HAROLD EVANS, CIVIL ENGINEER, FOR LOCATION OF FIRE LANES FOR PROJECTS

NOTE: COORDINATE PAVING & GRADING W/SAFETYWAY CONTRACTOR. PAVING SHALL MATCH SO NO GRADE DIFFERENTIALS ARE OBVIOUS

Landscaping Code - (SEE DETAIL SHEET)

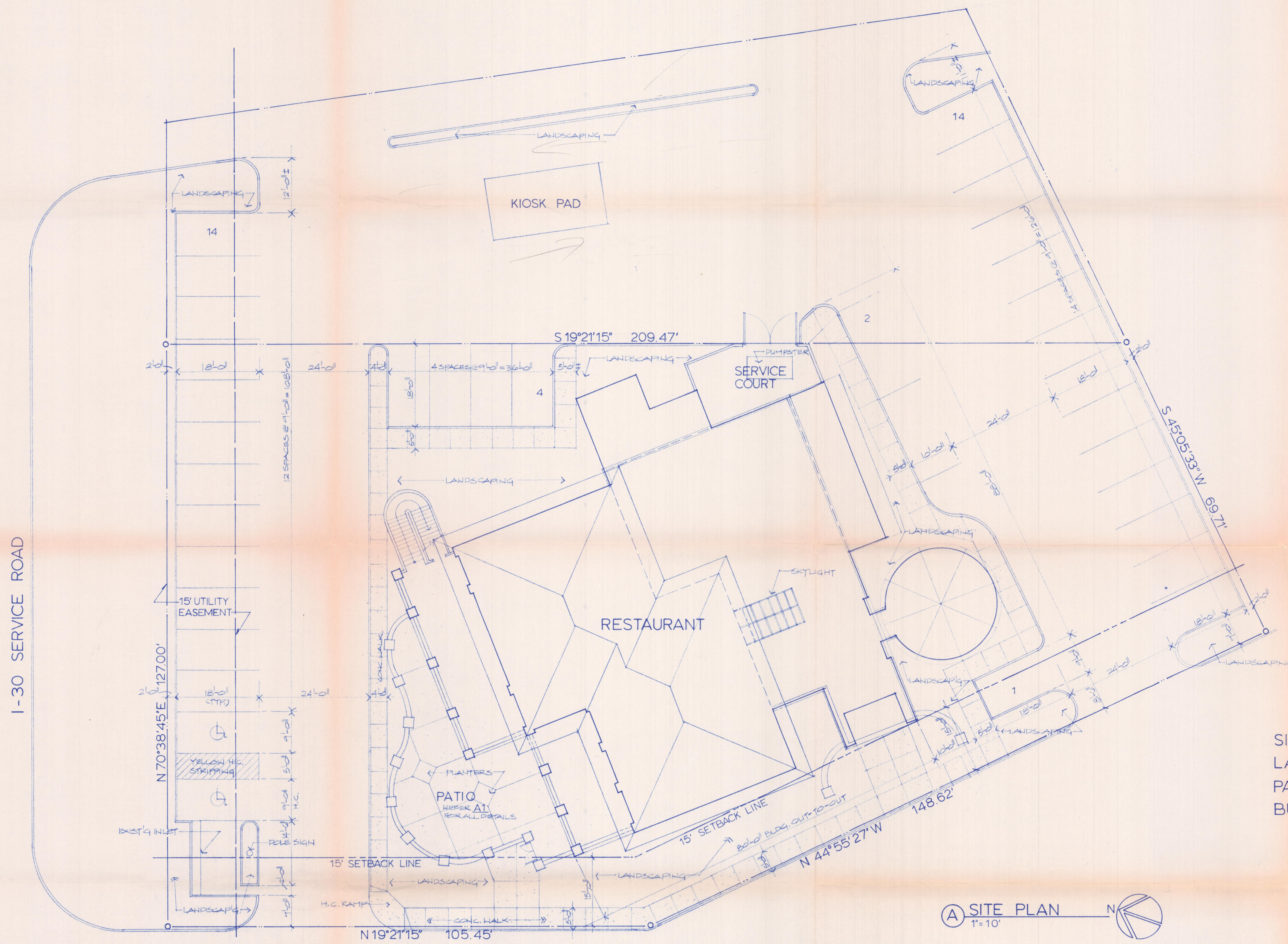
TABULATIONS

	842,243.61 SF	19.34 Acres
TOTAL LAND AREA	842,243.61 SF	19.34 Acres
PARKING REQUIRED @ 1:300	2,807 SF	145 spaces
Bldg. A	6,400 SF	21 spaces
Bldg. B	11,800 SF	39 spaces
Eckerd	8,640 SF	29 spaces
Beall's	24,865 SF	83 spaces
Bldg. D	36,432 SF	123 spaces
Bldg. E (Second Floor)	14,900 SF	46 spaces
World Savings & Loan	3,264 SF	11 spaces
PARKING REQUIRED @ 1:200		
Bldg. C	11,400 SF	57 spaces*
Bldg. E	16,025 SF	80 spaces
Cinema (1,250 seats-1 parking space per 3 seats)	16,016 SF	416 spaces
Kiosks (4)	2,007 SF	8 spaces
PARKING REQUIRED @ 1:100		
5,400 SF Restaurant	5,400 SF	54 spaces
Fast Food Restaurant	2,580 SF	26 spaces
	202,239 SF	1,137 required
		1,260 provided

NOTES:  
1. REFER TO HAROLD EVANS, CIVIL ENGINEER, DIMENSIONAL CONTROL PLAN FOR DIMENSIONAL LAYOUT OF PARKING SPACES, BUILDINGS, ETC.  
2. GENERAL CONTRACTOR TO PROVIDE 4" PVC CONDUIT UNDER PAVEMENT, APPROACHES & WALKS SO IRRIGATION SYSTEM CAN BE REACHED TO ALL PLANTER AREAS. COORDINATE WITH LANDSCAPE CONTRACTOR.

- LP - LIGHT POLE -RBEPE-1
- FH - FIRE HYDRANT -RBEPE-1 & CIVIL DRAWINGS.





SITE AREA = .578 ac. = 25,177 sq. ft.  
 LANDSCAPING = 3355 sq. ft. = 13.3% coverage  
 PARKING PROVIDED - 35 Spaces  
 BUILDING AREA - Ground Floor 5400 sq. ft.  
                   Mezzanine Flr. 2800 sq. ft.  
 TOTAL 8200 sq. ft.

(A) SITE PLAN  
 1" = 10'

Bid (SUBMISSION)

**SDS, Inc.**  
 3710 Rawlins, Suite 1220/LB 66  
 Dallas, Texas 75219  
 (214) 559-7227 MEP

**Intrex Associates Inc.**  
 12770 Coit Road Suite 600  
 Dallas, Texas 75251 (214) 661-8041

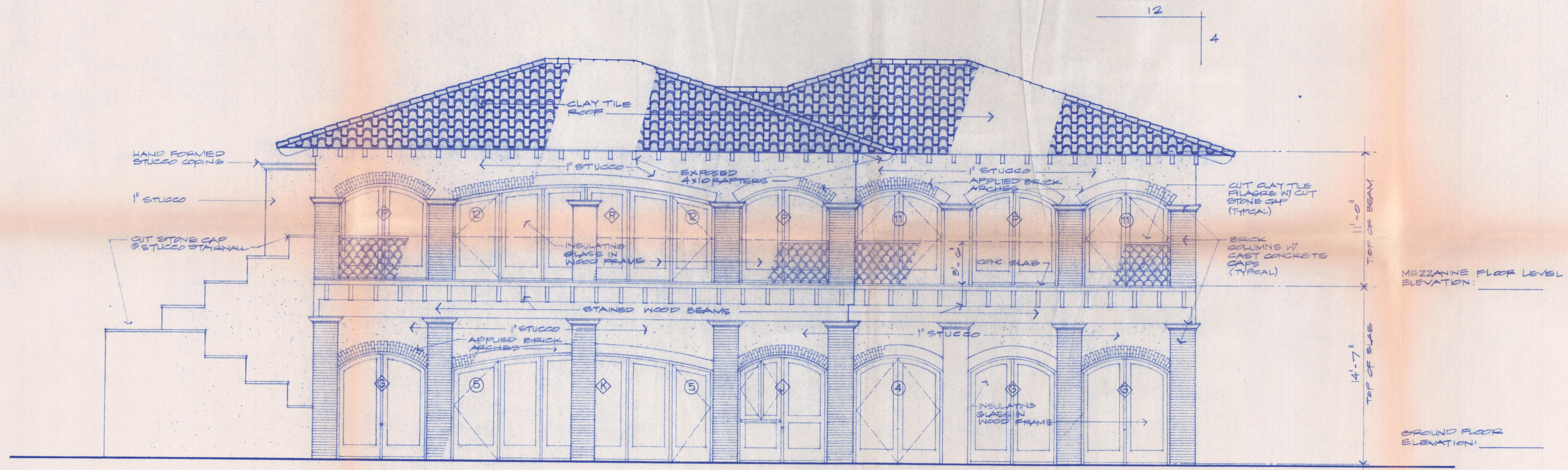
A RESTAURANT FOR  
 EL CHICO CORPORATION  
 Rockwall Village Shopping Center  
 Rockwall, Texas

**Melvin R Fain Architects Inc**  
 2121 Spring Creek Parkway Suite 205  
 Plano, Texas 75023

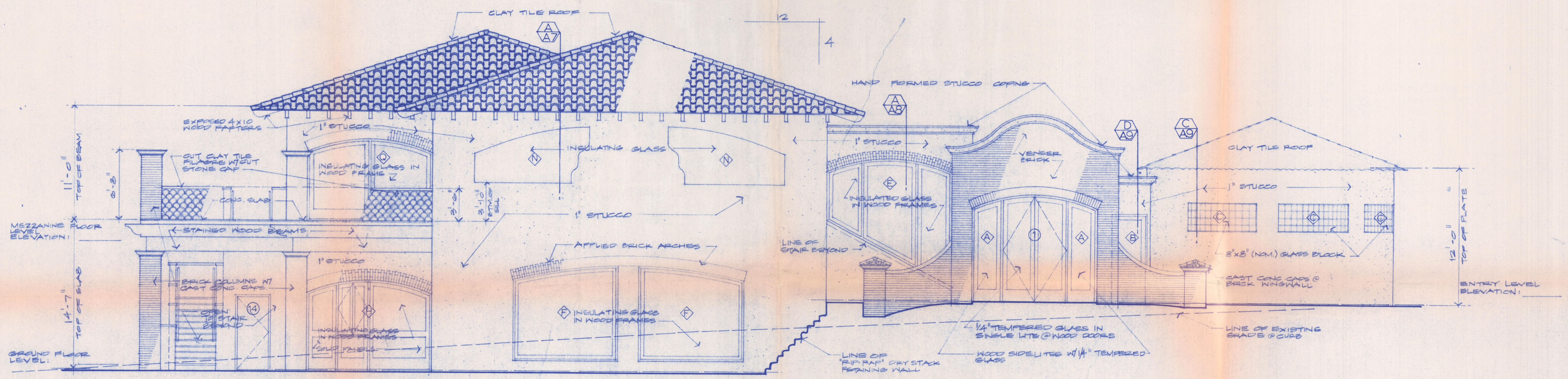
print record
OCT-02-1987

sheet no  
 SP1





(A) FRONT ELEVATION  
1/4" = 1'-0"



(B) SIDE ELEVATION  
1/4" = 1'-0"

SDS, Inc.  
3710 Rawlins, Suite 1220/LB 66  
Dallas, Texas 75219  
(214) 559-7227 MEP

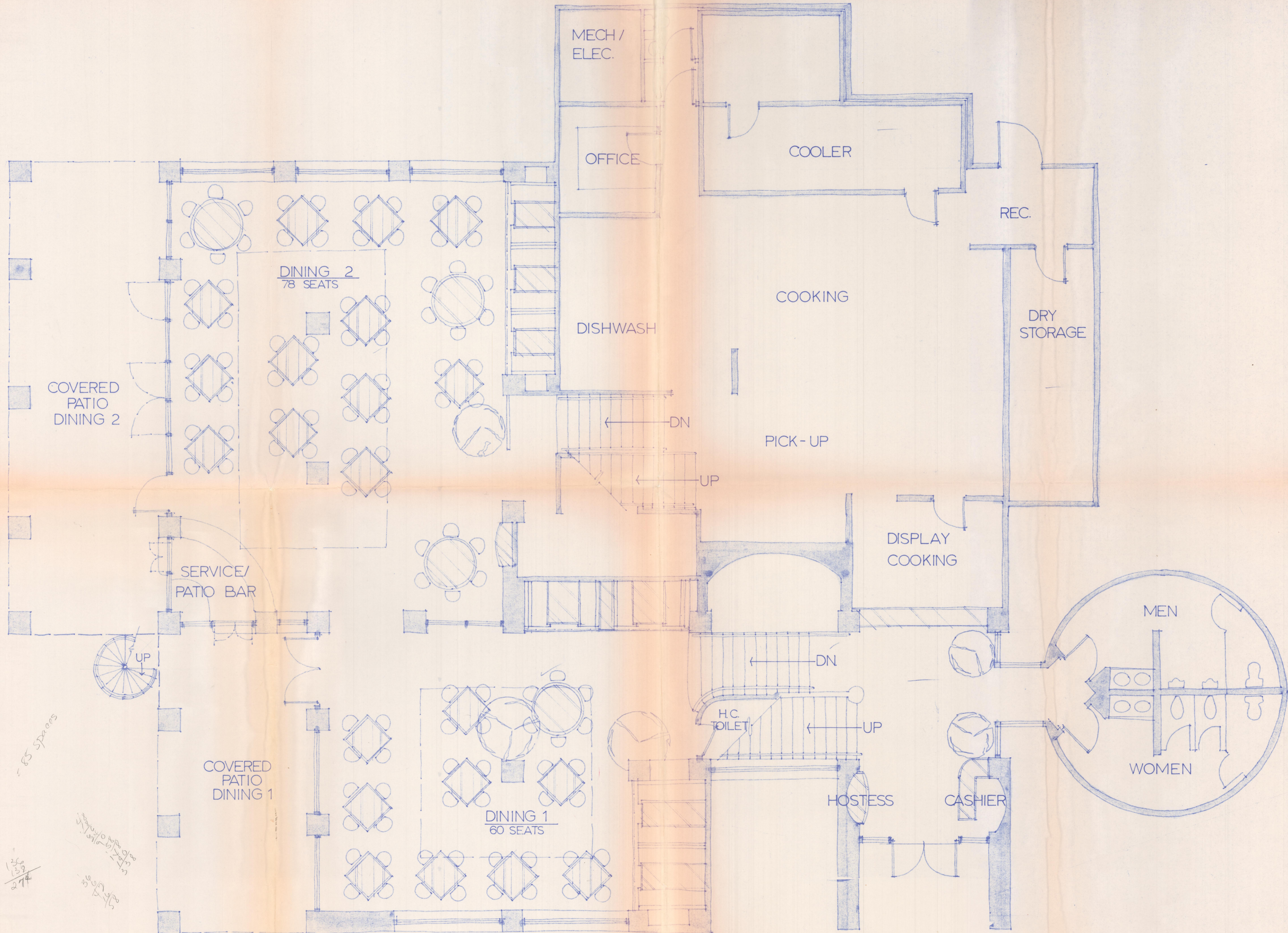
Intrex Associates Inc.  
12770 Colt Road Suite 600  
Dallas, Texas 75251 (214) 661-8041

A RESTAURANT FOR  
EL CHICO CORPORATION  
Rockwall Village Shopping Center  
Rockwall, Texas

Melvin R Fain Architects Inc  
2121 Spring Creek Parkway Suite 205  
Plano, Texas 75023

print record
OCT 02 1991

sheet no  
A4



SEATING PLAN/GROUND FLOOR 5400 sq. ft.

EL CHICO / ROCKWALL 138 SEATS

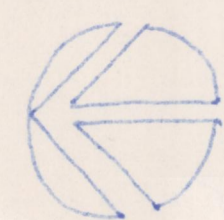
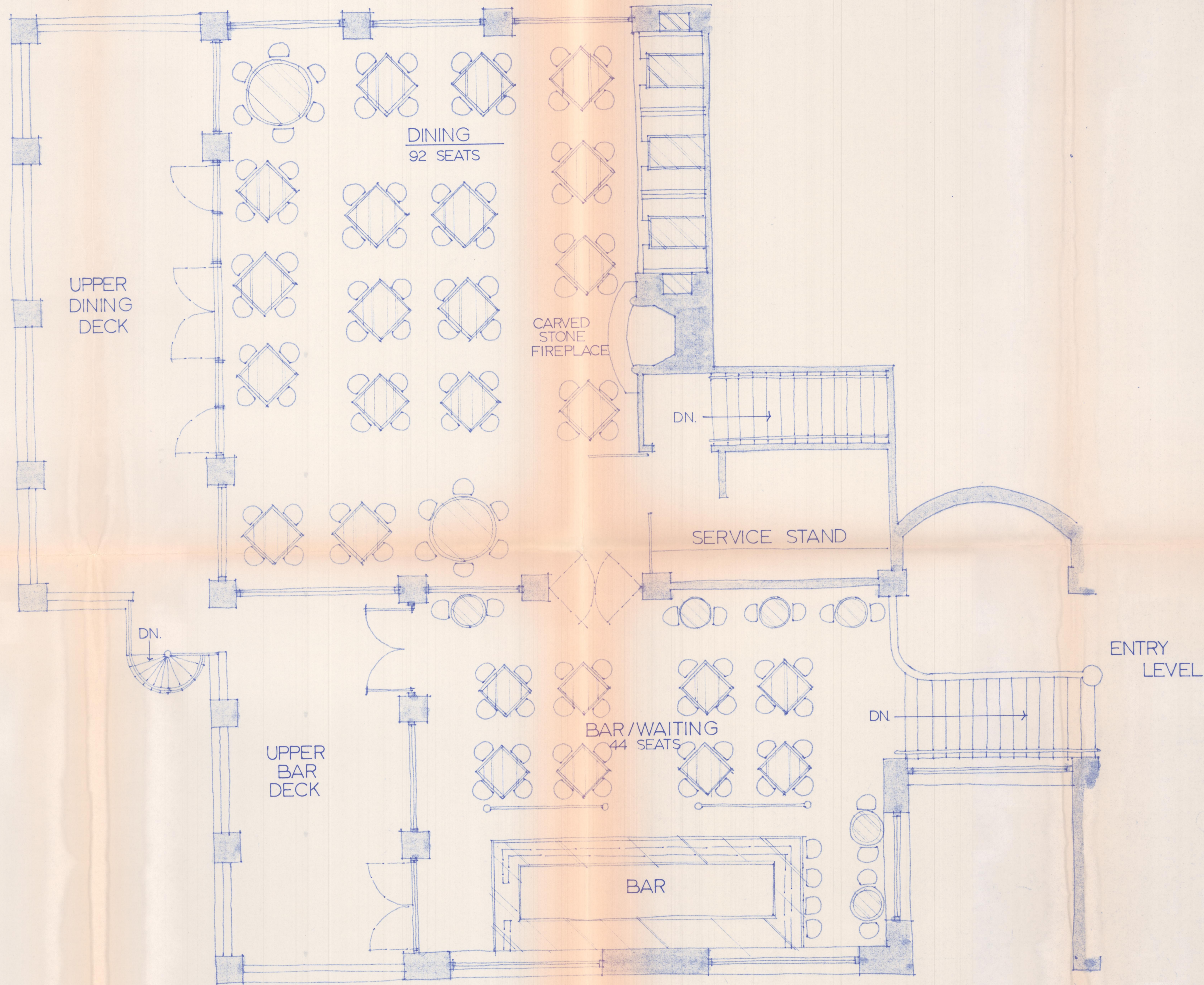
KITCHEN/ 2336 PUBLIC/ 5322  
 STAIRS/ 306 R.ROOMS / 397  
 ENTRY/ 487

110

Melvin R Fain Architects Inc  
 2121 Spring Creek Parkway Suite 205  
 Plano, Texas 75023 (214) 964 3000

118

85 SPACES  
 138  
 139  
 274  
 25  
 15  
 3



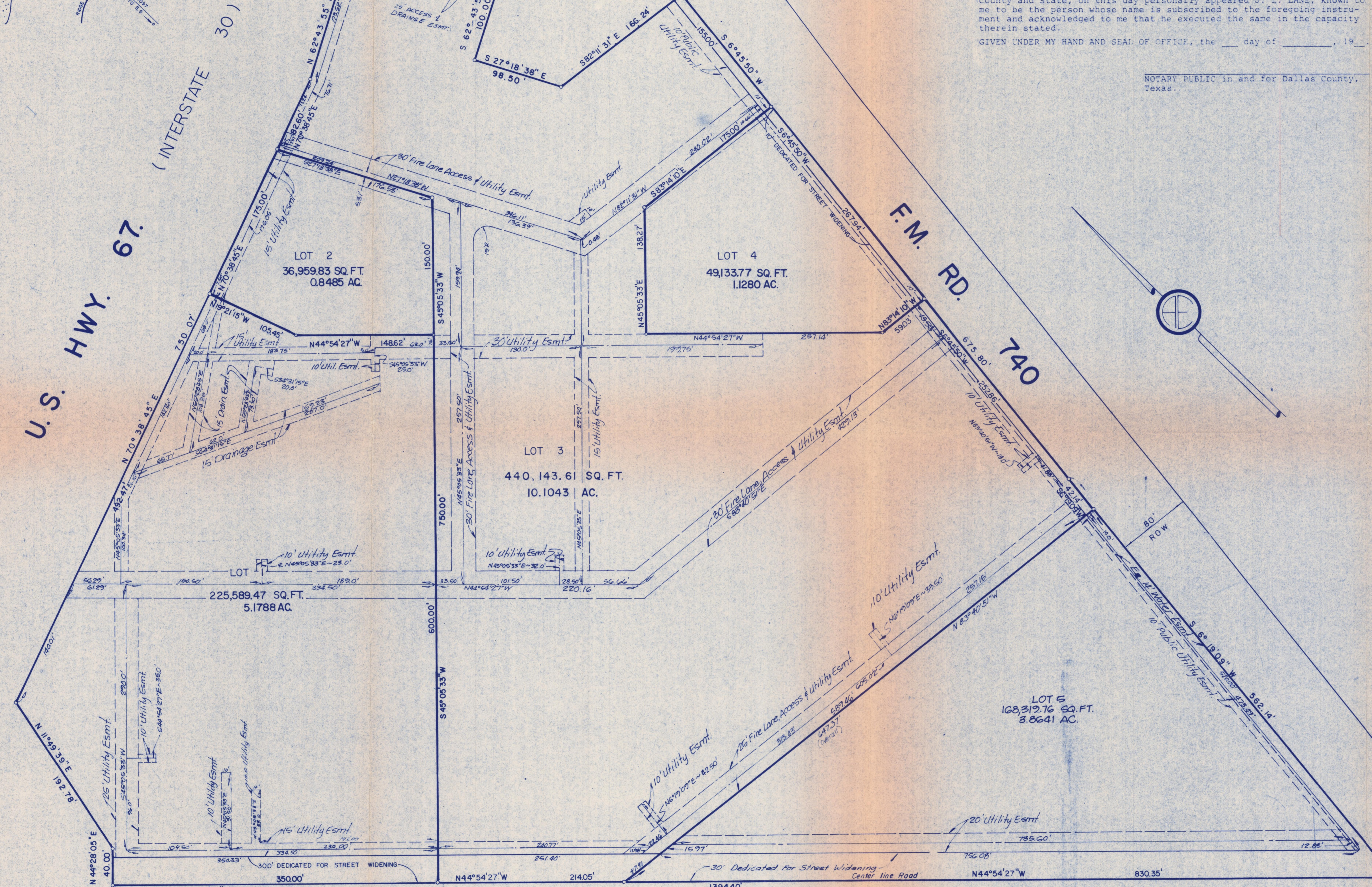
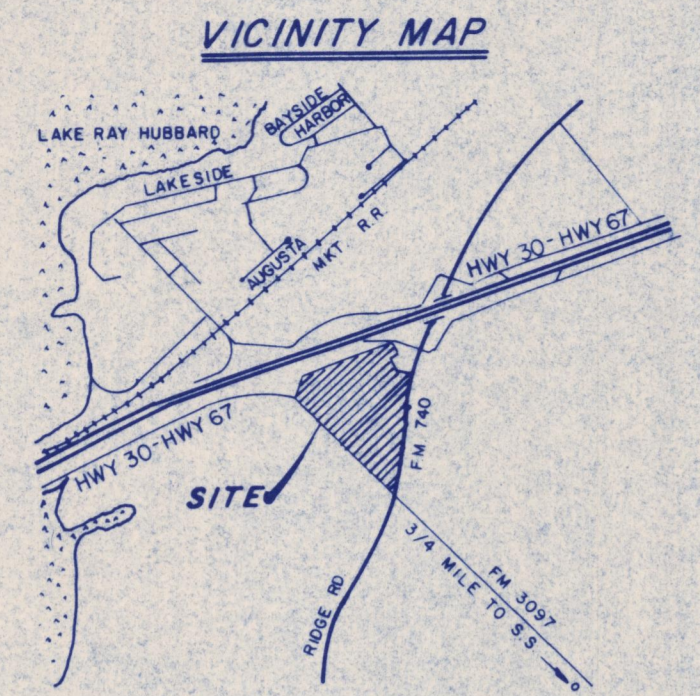
SEATING PLAN / MEZZ. LEVEL / 2848 sq. ft.  
 EL CHICO / ROCKWALL

92 DINING  
 44 BAR

24  
 30  
 190

*44 - Bar  
 202 - dining  
 110 - outside*

**Melvin R Fain Architects Inc**  
 2121 Spring Creek Parkway Suite 205  
 Plano, Texas 75023 (214) 964 3000



SURVEYORS CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT I, J. L. LANE, 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 in accordance with the Platting Rules and Regulations of the City of Rockwall, Texas.

STATE OF TEXAS     I  
COUNTY OF ROCKWALL     I

WHEREAS, SAFEWAY STORES, INCORPORATED, a Maryland corporation, and CARLISLE PROPERTY COMPANY, are the owners of tracts of land situated in the JAMES SMITH SURVEY, ABSTRACT NO. 200 and the WILLIAM BLEVINS SURVEY, ABSTRACT NO. 9, Rockwall County, Texas, being the same land conveyed in two tracts to Argosy Development Company, Ltd., by deed from John L. Jones, recorded in Volume 97, Page 626, Deed Records, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod for a corner in the south line of said Smith Survey, in a county road situated S 45° 08' 30" E, 40.00 feet from the southeast corner of said Blevins Survey, said point being on the south ROW line of Interstate Highway no. 30;

THENCE: Along the south ROW line of Interstate Highway No. 30 as follows:  
 N 44° 28' 05" E, 40.00 feet to a concrete highway marker for corner;  
 N 11° 49' 39" E, 192.78 feet to an iron pin for corner;  
 N 70° 38' 45" E, 750.07 feet to a wooden highway marker for corner;  
 N 62° 43' 55" E, 173.00 feet to an iron pin for corner;

THENCE: S 27° 18' 38" E, 165.36 feet to an iron pin for corner;  
 THENCE: S 62° 43' 55" W, 100.00 feet to an iron pin for corner;  
 THENCE: S 27° 18' 38" E, 98.50 feet to an iron pin for corner;  
 THENCE: S 82° 11' 31" E, 166.24 feet to an iron pin for corner on the west ROW line of F. M. Road No. 740;

THENCE: S 6° 45' 50" W, along the west ROW line of F. M. Road No. 740, a distance 675.80 feet to an iron pin for angle;

THENCE: S 6° 19' 09" W, continuing with said ROW line, a distance of 562.14 feet to an iron pin for corner in the centerline of a county road;

THENCE: N 44° 50' 27" W, with the centerline of said county road, a distance of 1394.40 feet to the PLACE OF BEGINNING and containing 920,146.44 square feet or 21.1237 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, SAFEWAY STORES, INCORPORATED, a Maryland corporation, owners of Lots 1 & 2, and CARLISLE PROPERTY COMPANY, owners of Lots 3, 4 & 5, do hereby adopt this plat designating the hereinabove described property as Carlisle Plaza Addition, an addition in the City of Rockwall, Rockwall County, Texas, and do hereby dedicate to the public use forever the streets and alleys shown thereon, and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using same. 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 the construction, maintenance or efficiency of its respective systems on any of these easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.

WITNESS OUR HANDS AT \_\_\_\_\_, this the \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

ATTEST:     SAFEWAY STORES, INCORPORATED, a Maryland corporation

ATTEST:     CARLISLE PROPERTY COMPANY-RETAIL, a Texas Corporation

STATE OF TEXAS     I  
COUNTY OF \_\_\_\_\_     I

BEFORE ME, the undersigned authority, a Notary Public in and for said State and County, on this day personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and considerations therein expressed and as the Act and Deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, the \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

NOTARY PUBLIC for the State of Texas

STATE OF TEXAS     I  
COUNTY OF \_\_\_\_\_     I

BEFORE ME, the undersigned authority, a Notary Public in and for said State and County, on this day personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and as the Act and Deed of said Company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, the \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

NOTARY PUBLIC for the State of Texas

J. L. LANE  
REGISTERED PUBLIC SURVEYOR NO. 2509

STATE OF TEXAS     I  
COUNTY OF DALLAS     I

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared J. L. LANE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, the \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

NOTARY PUBLIC in and for Dallas County, Texas.

RECORDED ON SLIDE B PAGE 136 OF THE DEED RECORD OF ROCKWALL COUNTY, TEXAS

## CARLISLE PLAZA ADDITION

PART OF JAMES SMITH SURVEY, ABSTRACT NO. 200, AND THE WM. BLEVINS SURVEY, ABSTRACT NO. 9 ROCK WALL COUNTY, TEXAS

by  
ASSOCIATED ENGINEERS CO.

3149 HWY 67 SUITE F  
MESQUITE, TEXAS PH. 321-9258  
75150

SLIDE B PG. 136 D.R.R.C.T.

OWNER: SAFEWAY STORES INC  
11325 PEGASUS SUITE W 141 DALLAS, TEXAS 75238  
ATT. H. RHODES

CARLISLE PROPERTY CO.  
12340 INWOOD ROAD DALLAS, TEXAS 75240  
ATT. DAN HIGLEY

SCALE 1" = 60' , JUNE , 1983

Revised - Aug 10, 1983     Revised JAN 19, 1984     Revised APRIL 4, 1984  
Revised May 10, 1984     Revised May 23, 1984     Revised Nov 26, 1984

**HAROLD L. EVANS**  
CONSULTING ENGINEER  
2331 GUS THOMAS ( + RD. SUITE 102  
DALLAS, TEXAS 75228  
PHONE (214) 328-8133

SCALE	DATE	JOB NO.
1"=60'	5-30-84	83107

**FILE PLAT**

**CARLISLE PLAZA ADDITION**

**CITY OF ROCKWALL**

**ROCKWALL COUNTY, TEXAS**

NOTARY PUBLIC for the State of Texas

**RECOMMENDED FOR FINAL APPROVAL**

City Administrator

Date: \_\_\_\_\_

**APPROVED**

Chairman, Planning & Zoning Commission

Date: \_\_\_\_\_

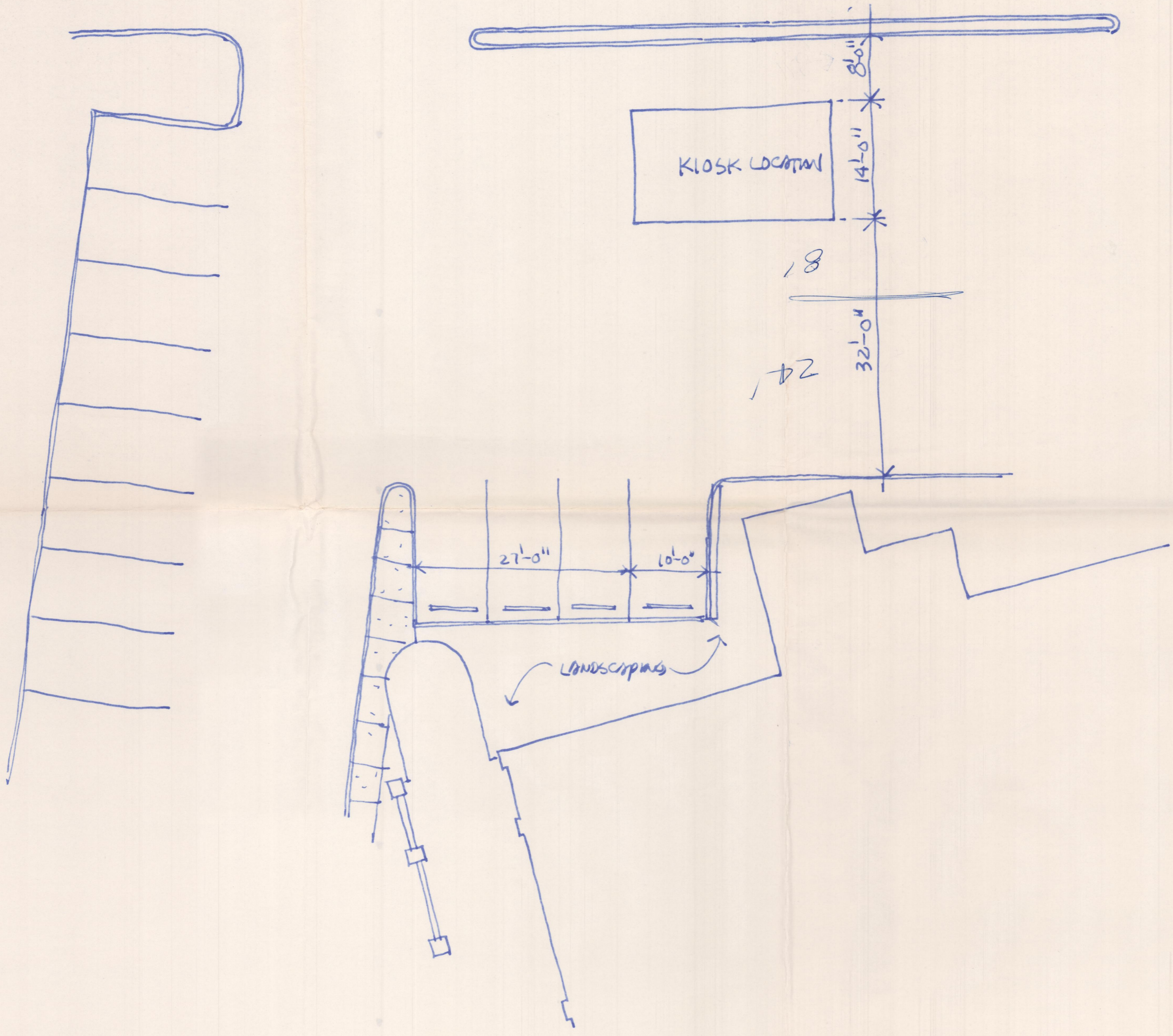
I hereby certify that the above and foregoing of **CARLISLE PLAZA** an addition to the City of Rockwall, Texas was approved by the City Council of the City of Rockwall on the \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

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 of water for personal use and fire protection within such plat, as required under Ordinance 83-54.

\_\_\_\_\_  
Mayor, City of Rockwall

\_\_\_\_\_  
City Secretary, City of Rockwall





REVISED KIOSK PAD / LOCATION & GROUND KIOSK WALL

10.7.31

ELCHICO'S - ROCKWALL

CROSS PARKING - REFER 3b

Index

EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND (ECR)

Page

- A. Recitals ..... 1
  - 1. Parcel I Ownership ..... 1
  - 2. Parcel II Ownership ..... 1
  - 3. Purpose ..... 1
- B. Agreement ..... 1
- C. Terms ..... 1
  - 1. Building/Common Areas: Definition ..... 1
    - (a) "Building Areas" ..... 1
    - (b) "Common Areas" ..... 1
    - (c) Conversion to Common Areas ..... 1
  - 2. Buildings ..... 1
    - (a) Use ..... 1
    - (b) Separation of Uses ..... 2
    - (c) Location ..... 2
    - (d) Design and Construction ..... 2
    - (e) Easements ..... 2
    - (f) Fire Protection ..... 2
  - 3. Common Areas Use ..... 2
    - (a) Grant of Easements ..... 2
    - (b) Use ..... 2
    - (c) No Barriers ..... 2
    - (d) Limitations on Use ..... 3
      - (1) Customers ..... 3
      - (2) Employees ..... 3
      - (3) General ..... 3
    - (e) Utility and Service Easements ..... 3
  - 4. Common Areas: Development, Maintenance and Taxes ..... 3
    - (a) Development ..... 3
      - (1) "Common Area" to "Building Area" Ratio ..... 3
      - (2) Development Timing ..... 3
      - (3) Service Drive ..... 3
    - (b) Maintenance ..... 4
      - (1) Standards ..... 4
      - (2) Expenses ..... 4
      - (3) By Agent ..... 4
    - (c) Taxes ..... 4
  - 5. Signs ..... 4
  - 6. Indemnification/Insurance ..... 4
    - (a) Indemnification ..... 4
    - (b) Insurance ..... 4
  - 7. Eminent Domain ..... 5
    - (a) Owner's Right to Award ..... 5
    - (b) Collateral Claims ..... 5
    - (c) Tenant's Claim ..... 5
    - (d) Restoration of Common Areas ..... 5
  - 8. Agreement ..... 5
    - (a) Modification - Cancellation ..... 5
      - (1) Delegation of Authority ..... 5
    - (b) Breach ..... 5
    - (c) Remedies for Default ..... 5
    - (d) Non-merger ..... 6
    - (e) Duration ..... 6
  - 9. Rights and Obligations of Lenders ..... 6
  - 10. Release from Liability ..... 6
  - 11. Rights of Successors ..... 6
  - 12. Paragraph Headings ..... 7
  - 13. Not a Public Dedication ..... 7
  - 14. Document Execution and Change ..... 7
- D. Exhibits .....
  - A ..... 7
  - B ..... 7
  - C ..... 7
  - D ..... 7, if any.

I. Recording data:  
 1. BK.(Vol.)(Liber): \_\_\_\_\_  
 2. Pg. (Folio): \_\_\_\_\_  
 3. Instrument No.(File): \_\_\_\_\_  
 4. Recording date: \_\_\_\_\_

II. Location and description data:  
 1. Store No.678 2. Div. Dallas \_\_\_\_\_  
 3. City/State: Rockwall, TX \_\_\_\_\_  
 4. \_\_\_\_\_ Survey, dated \_\_\_\_\_,  
 last revised \_\_\_\_\_,  
 basis of Exhibits "B", "C" and "D" descriptions.

*[Handwritten Signature]*

**EASEMENTS WITH  
COVENANTS AND RESTRICTIONS AFFECTING LAND (ECR)**

THIS AGREEMENT made this 6th day of August, 1984, between SAFEWAY STORES, INCORPORATED, a Maryland corporation, herein called "Safeway," and CARLISLE PROPERTY COMPANY-RETAIL, a Texas corporation herein called "Developer."

**A. RECITALS**

1. **Parcel I Ownership.** Safeway is the owner of Parcel I as shown on the plan attached hereto as Exhibit "A" hereof, and which is more particularly described as Parcel I on Exhibit "B" hereof.
2. **Parcel II Ownership.** Developer is the owner of Parcel II as shown on the plan attached hereto as Exhibit "A" hereof, and which is more particularly described as Parcel II on Exhibit "C" hereof.
3. **Purpose.** Safeway and Developer desire that Parcels I and II be developed in conjunction with each other pursuant to a general plan of improvement to form a commercial shopping center (sometimes hereinafter referred to as the "shopping center") and desire Parcels I and II be subject to the easements and the covenants, conditions and restrictions hereinafter set forth.

**B. AGREEMENT**

In consideration that the following encumbrances shall be binding upon the parties hereto and shall attach to and run with Parcels I and II, and shall be for the benefit of and shall be limitations upon all future owners of Parcels I and II and that all easements herein set forth shall be appurtenant to the dominant estates, and in consideration of the promises, covenants, conditions, restrictions, easements and encumbrances contained herein, Safeway and Developer do hereby agree as follows:

**C. TERMS**

**1. Building/Common Areas: Definition.**

(a) "Building Areas" as used herein shall mean that portion of Parcel I devoted from time to time to building improvements and that portion of Parcel II shown on Exhibit "A" as "Developer Building Area" (and "Future Building Area").

(b) "Common Areas" shall be all of Parcels I and II except said Building Areas.

(c) **Conversion to Common Areas:** Those portions of the Building Areas on each parcel which are not from time to time used or cannot under the terms of this agreement (including by virtue of 4(a) (1)) be used for buildings shall become part of the Common Area for the uses permitted hereunder and shall be improved, kept and maintained as provided in this agreement. An area converted to Common Area may be converted back to Building Area by the development as Building Area, if at the time of conversion back to Building Area it meets the requirements of this agreement (including the provisions of 4(a)(1)).

**2. Buildings.**

(a) **Use:** The buildings shall be for commercial purposes of the type usually found in a retail shopping center. The tenants occupying the buildings shall be primarily retail and service tenants of the type normally associated with a retail shopping center.

Store No. 678 Div. Dallas  
Location SWC. FM. 740. & I-30, Rockwall,  
Document Date 8/6/84  
Page 1 of 7 pages

(b) **Separation of uses:** Developer recognizes Safeway's customers' need for adequate parking facilities in close proximity to its Parcel I premises, and the importance of protecting such parking facilities against unreasonable or undue encroachment which is likely to result from long-term parking by patrons or employees of certain types of business establishments. Developer further recognizes Safeway's interest in not having tenants occupying space in close proximity to the Parcel I premises who create or cause excessive noise, litter or odor. To safeguard Safeway's interest in a clean, quiet and odor free environment and adequate parking for its customers, Developer covenants and agrees that it shall not permit the use or operation of any portion of Parcel II, within three hundred feet (300') of any exterior building wall of the Safeway building for a restaurant (fast-food or sit-down) or place of instruction or entertainment or recreational facility. As used herein, "entertainment or recreational facility" includes, but is not limited to, a bowling alley, skating rink, theater, pool hall, billiard room, game parlor, health spa or studio, gym, massage parlor, tavern, dance hall, adult book store, or other place of public or private amusement.

(c) **Location:** No building shall be constructed on Parcels I or II, except within the Building Areas. The front wall of the building on Parcel II shall be constructed in the location shown on Exhibit "A". Canopies may encroach from the Building Areas over the Common Areas provided the canopies do not interfere with the use of the Common Areas.

(d) **Design and construction:** The buildings shall be designed so that the exterior elevation of each will be architecturally and aesthetically compatible and so that the buildings' wall footings shall not encroach from one parcel onto the other parcel. The design and construction shall be in conformity with sound architectural and engineering standards and the construction shall be first quality. All buildings shall be one story and shall not exceed thirty feet (30') in height (but may include mezzanines).

(e) **Easements:** In the event building wall footings encroach from one parcel onto the other parcel, despite efforts to avoid that occurrence, the party onto whose parcel the footings encroach shall cooperate in granting an encroachment permit or easement to the party whose building wall footings encroach.

(f) **Fire protection:** Any building constructed on Parcel I will be sprinklered. Developer will provide that any building constructed on Parcel II, immediately adjacent to any Parcel I building, will be constructed, maintained and used in a manner which will preserve the sprinklered insurance rate obtained on the Parcel I building.

### 3. Common Areas Use.

(a) **Grant of Easements:** Each party, as grantor, hereby grants to the other party for the benefit of said other party, its customers, invitees and employees, a nonexclusive easement for roadways, walkways, ingress and egress, the parking of motor vehicles and use of facilities installed for the comfort and convenience of customers, invitees and employees on the Common Areas of the grantor's parcel.

(b) **Use:** Subject to existing easements of record, the Common Areas shall be used for roadways, walkways, ingress and egress, parking of motor vehicles, loading and unloading of commercial and other vehicles, for driveway purposes, and for the comfort and convenience of customers, invitees and employees of all businesses and occupants of the buildings constructed on the Building Areas defined above.

(c) **No barriers:** No walls, fences, or barriers of any kind shall be constructed or maintained on the Common Areas, or any portion thereof, by any party which shall prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement, including without limitation, pedestrians and vehicular traffic between the various parcels; provided, however, reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic may be installed so long as access driveways to the parking areas in the Common Areas are not closed or blocked. The only exceptions to this provision shall be (1) for changes to the Building Areas and Common Areas permitted by this Agreement, and (2) for incidental

Store No. 678 Div. Dallas  
Location SWC FM 740 & I-30, Rockwall  
Document Date 8/6/84  
Page 2 of 7 pages

encroachments upon the Common Areas which may occur as a result of the use of the ladders, scaffolding, storefront barricades and similar facilities resulting in temporary obstruction of the Common Areas, all of which are permitted hereunder so long as their use is kept within reasonable requirements of construction work being expeditiously pursued.

**(d) Limitations on use:**

**(1) Customers:** Customers and invitees shall not be permitted to park on the Common Areas except while shopping or transacting business on Parcels I or II.

**(2) Employees:** Employees shall not be permitted to park on the Common Areas, except in areas designated as "employee parking areas." The parties hereto may from time to time mutually designate and approve "employee parking areas", however, if they do not, each party may designate "employee parking areas" on its own parcel.

**(3) General:** All of the uses permitted within the Common Areas shall be used with reason and judgment so as not to interfere with the primary purpose of the Common Areas which is to provide for parking for the customers, invitees and employees of those businesses conducted within the Building Areas and for the servicing and supplying of such businesses. Persons using the Common Areas in accordance with this agreement shall not be charged any fee for such use.

**(e) Utility and service easements:** The parties shall cooperate in the granting of appropriate and proper easements for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Common Areas and buildings to be erected upon the Building Areas. Both parties will use their best effort to cause the installation of such utility and service lines prior to paving of the Common Areas.

**4. Common Areas: Development, Maintenance and Taxes.**

**(a) Development.**

**(1) "Common Area" to "Building Area" ratio:** Both parties agree that at all times there shall be independently maintained on each parcel or further subdivision thereof, not less than three (3) square feet of developed "Common Area" for each one (1) square foot of total building floor area, including all basements and mezzanines.

**(2) Development timing:**

**A. By owner of parcel.** When any building is constructed within the Building Areas on a parcel, the Common Areas on that parcel shall be developed in accordance with Exhibit "A" at the expense of the owner of said parcel.

**B. By Safeway.** If Safeway constructs improvements on Parcel I prior to the development of Parcel II, Safeway may grade, pave and use any portion of the Common Areas of the Developer's parcel. Safeway shall cause all of said work to be separately bid on a competitive basis, and the costs and proposed work shall be approved in advance by the Developer in writing, provided that such approval shall not be unreasonably withheld, and Developer agrees to reimburse Safeway for such costs when any portion of Parcel II is developed or upon the sale of any portion of Parcel II, whichever first occurs.

**(3) Service Drive:** Developer agrees that, if on Exhibit "A" hereof a driveway is delineated on Parcel II by crosshatching and is labeled as a "Service Drive," it shall simultaneously develop the same with the development and construction on Parcel I by Safeway.



Store No. 678 Div. Dallas  
Location SWC FM 740 & I-30, Rockwall, TX  
Document Date 8/6/84  
Page 3 of 7 pages

**(b) Maintenance.**

**(1) Standards:** Following completion of the improvement of the Common Areas, the parties hereto shall maintain the Common Areas in good condition and repair. The maintenance is to include, without limiting the generality of the foregoing, the following:

A. Maintaining the surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use and durability.

B. Removing all papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition, and free of snow and ice.

C. Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines.

D. Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required.

E. Maintaining all perimeter walls in a good condition and state of repair; and

F. Maintaining all landscaped areas and making such replacements of shrubs and other landscaping as is necessary.

**(2) Expenses:** The respective owners shall pay the maintenance expense of their parcels.

**(3) By agent:** Subject to the revocable mutual agreement of the parties hereto, a third party may be appointed as an agent of the parties to maintain the Common Areas in the manner as above outlined. Said third party may receive for such agency a fee that is mutually acceptable to all parties to cover supervision, management, accounting and similar fees which sums are to be included in the general maintenance expense paid by the respective owners of the Common Areas.

**(c) Taxes:** Each of the parties hereto agree to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against that part of the Common Areas owned by it.

**5. Signs.** Except for directional signs for guidance upon the Common Areas, no signs shall be located on the Common Areas on Parcels I or II except signs advertising businesses conducted thereon with no more than two (2) signs on the Common Areas on Parcel I and <sup>(4)</sup>four signs on the Common Areas on Parcel II. No signs shall obstruct the ingress and egress shown on Exhibit "A". This paragraph shall not include the signs placed on the property by Texas-Frates Company's Sign Agreement.

**6. Indemnification/Insurance.**

**(a) Indemnification:** Each party hereby indemnifies and saves the other party harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from injury to person or property and occurring on its own parcel, except if caused by the act or neglect of the other party hereto.

**(b) Insurance:** Each party shall provide comprehensive general liability insurance affording protection to itself and the other party, naming the other party as an "additional insured" under the policy or policies, for a combined bodily injury and property damage limit of liability of not less than \$500,000 each occurrence.



Store No. 678 Div. Dallas  
Location SWC FM 740 & I-30, Rockwall,  
Document Date 8/6/84  
Page 4 of 7 pages

**7. Eminent Domain.**

(a) **Owner's right to award:** Nothing herein shall be construed to give either party any interest in any award or payment made to the other party in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other party's parcel or give the public or any government any rights in Parcels I or II. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Common Areas located on Parcel I or Parcel II, the award attributable to the land and improvements of such portion of the Common Areas shall be payable only to the owner in fee thereof and no claim thereon shall be made by the owners of any other portion of the Common Areas.

(b) **Collateral claims:** All other owners of the Common Areas may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken from another owner.

(c) **Tenant's claim:** Nothing in this paragraph 7 shall prevent a tenant from making a claim against an owner pursuant to the provisions of any lease between tenant and owner for all or a portion of any such award or payment.

(d) **Restoration of Common Areas:** The owner of the fee of each portion of the Common Areas so condemned shall promptly repair and restore the remaining portion of the Common Areas so owned as near as practicable to the condition of same immediately prior to such condemnation or transfer to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other owner.

**8. Agreement:**

(a) **Modification - cancellation:** This agreement (including Exhibit "A") may be modified or cancelled only by written consent of all record owners of Parcel I and all record owners of Parcel II, which consents shall not be unreasonably withheld.

(1) **Delegation of authority.** It is agreed that at least as long as either Safeway or the Developer is the initial user and/or operator of one or both the parcels, whether as owner or lessee, that the authority for modifying this agreement shall rest with them alone as to the parcels they own, use or operate.

Any purchaser, lender, lessee, assignee, grantee, sublessee or other party having any interest in the portions of Parcel I and/or II that Safeway or Developer have an interest in, shall be deemed to have appointed Safeway and Developer as their attorneys-in-fact for their respective parcels for the purpose of negotiating and entering into any modifications of this agreement, except for extending the duration hereof. Cancellation of this agreement shall not be considered a modification.

(b) **Breach:** In the event of breach or threatened breach of this agreement, only all record owners of Parcel I as a group, or all the record owners of Parcel II as a group, or Safeway so long as it has an interest as owner or tenant in Parcel I, or Developer so long as it has an interest in any part of Parcel II, shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach. The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorney's fees, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

(c) **Remedies for default:** If the owner of any parcel shall, during the term of this agreement, default in the full, faithful and punctual performance of any obligation required hereunder and if at the end of thirty (30) days after written notice from any owner of a parcel or the party to whom its authority has been delegated, stating with particularity the nature and extent of such default, the defaulting owner has failed to cure such default, and if a diligent effort is not then being made to cure such default.

Store No. 678 Div. Dallas  
Location SWC FM 740 & I-30, Rockwall  
Document Date 8/6/84  
Page 5 of 7 pages

then any other owner of a parcel of land subject to this agreement or the party to whom its authority has been delegated shall, in addition to all other remedies it may have at law or in equity, have the right to perform such obligation of this agreement on behalf of such defaulting owner and be reimbursed by such defaulting owner of the cost thereof with interest at the maximum rate allowed by law. Any such claim for reimbursement, together with interest as aforesaid, shall be a secured right and a lien shall attach and take effect upon recordation of a proper claim of lien by the claimant in the office of the county recorder in which the land is located. The claim of lien shall include the following: (1) the name of the claimant; (2) a statement concerning the basis of the claim of the lien, (3) the last known name and address of the owner or reputed owner of the parcel against which the lien is claimed; (4) a description of the property against which the lien is claimed; (5) a description of the work performed or payment made which has given rise to the claim of lien hereunder and a statement itemizing the amount thereof; and (6) a statement that the lien is claimed pursuant to the provision of this agreement reciting the date, book and page of the recordation hereof. The notice shall be duly verified, acknowledged and contain a certificate that a copy thereof has been served upon the party against whom the lien is claimed, either by personal service or by mailing (first class, certified, return receipt requested) to the defaulting owner, at the address for mailing of tax statements with respect to the property against which the lien is claimed. The lien so claimed shall attach from the date of recordation solely in the amount claimed thereby and it may be enforced in any manner allowed by law for the foreclosure of liens. Notwithstanding the foregoing, such liens shall be subordinate to any mortgage or deed of trust given in good faith and for value now or hereafter encumbering the property subjected to the lien, and any purchaser at any foreclosure or trustee's sale (as well as any grantee by deed in lieu of foreclosure or trustee's sale) under any first mortgage or deed of trust shall take free and clear from any such then existing lien, but otherwise subject to the provisions of this agreement. The failure of the owner or owners of any of the parcels subject to this agreement to insist in any one or more cases upon the strict performance of any of the promises, covenants, conditions, restrictions or agreements herein, shall not be construed as a waiver or relinquishment for the future breach of the provisions hereof.

(d) **Non-merger:** So long as Safeway is tenant of either parcel this agreement shall not be subject to the doctrine of merger, even though the underlying fee ownership to the parcels described herein, or any parts thereof, is vested in one party or entity.

(e) **Duration:** Unless otherwise cancelled and terminated, this agreement and all the easements, rights and obligations hereof shall automatically terminate and be of no further force or effect after fifty-seven (57) years from the date hereof, except that the access and/or utility easements described on Exhibit "D" attached hereto, if any, shall continue in full force and effect until terminated in writing by the parties entitled to modify this agreement in accordance with the provisions of 8(a) hereof.

9. **Rights and Obligations of Lenders.** The charges and burdens of this agreement are, and shall at all times be, prior and therefore superior to the lien or charge of any mortgage or deed of trust made in good faith and for value affecting Parcel I or Parcel II or any part thereof, or any improvements now or hereafter placed thereon. However, a breach of any of the easements, covenants, or restrictions hereof shall not defeat or render invalid the lien or charge of any mortgage or deed of trust. The superiority of this agreement shall be LIMITED to the extent that title to any property acquired through sale under foreclosure of any mortgage or deed of trust effected by powers of sale, judicial proceedings, or otherwise, shall be subject to all the charges and burdens affecting Parcels I and II by virtue of this agreement, as noted in 8(c) hereof.

10. **Release From Liability.** Any person acquiring fee or leasehold title to Parcel I or Parcel II or any portion thereof shall be bound by this agreement only as to the parcel or portion of the parcel acquired by such person. Such person shall be bound by this agreement only during the period such person is the fee or leasehold owner of such parcel or portion of the parcel, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this paragraph, the easements, covenants and restrictions in this agreement shall continue to be benefits and servitudes upon Parcels I and II running with the land.

11. **Rights of Successors.** The easements, restrictions, benefits, and obligations hereunder shall create mutual benefits and

Store No. 678 Div. Dallas  
Location SWC FM 740 & I-30, Rockwall,  
Document Date 8/6/84  
Page 6 of 7 pages



servitudes upon Parcels I and II running with the land. This agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, personal representatives, tenants, successors, and/or assigns. The singular number includes the plural and any gender includes all other genders.

12. **Paragraph headings.** The paragraph headings herein contained are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

13. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Common Areas to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this agreement shall be strictly limited to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of the Common Areas of the parcels herein affected, or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is by permission, and subject to the control of the owner. Notwithstanding any other provisions herein to the contrary, the owners of the parcels affected hereby may periodically restrict ingress and egress from the Common Areas in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress and egress shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such a time as to have a minimum effect on the parties hereto.

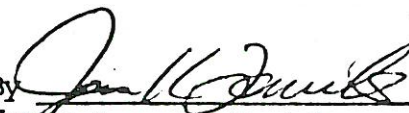
14. **Document Execution and Change.** It is understood and agreed that until this document is fully executed and delivered by both Developer and the authorized corporate officers of Safeway there is not and shall not be an agreement of any kind between the parties hereto upon which any commitment, undertaking or obligation can be founded. It is further agreed that once this document is fully executed and delivered that it contains the entire agreement between the parties hereto and that, in executing it, the parties do not rely upon any statement, promise or representation not herein expressed and this document once executed and delivered shall not be modified, changed or altered in any respect except by a writing executed and delivered in the same manner as required for this document.

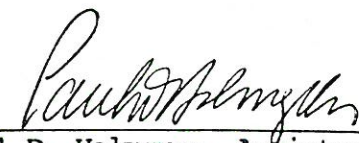
15. Developer has the right to grant reciprocal access with Parcel II-A, shown on Exhibit "A", and described on Exhibit "D", should Parcel II-A develop in the future. Such grant will be done in such a manner so as to not interfere with or impede the flow of traffic within the shopping center areas of Parcels I and II.


IN WITNESS WHEREOF, the parties hereto have executed this agreement.

CARLISLE PROPERTY COMPANY-RETAIL  
(a Texas corporation)

SAFEWAY STORES, INCORPORATED.  
(a Maryland corporation)

By   
Name: James K. Tonick  
Title: President

By   
Paul D. Holmgren, Assistant Vice President

By   
Johanna DiDio, Assistant Secretary

(Developer)

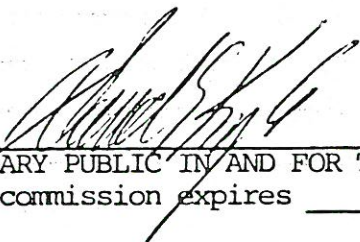
(Safeway)

(Corporate Seal)

Store No. 678 Div. Dallas  
Location SWC FM 740 & I-30, Rockwall,  
Document Date 8/6/84  
Page 7 of 7 pages

STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on August 6<sup>th</sup>, 1984, by Paul D. Holmgren and Johanna DiDio, Assistant Vice President and Assistant Secretary, respectively, of SAFEWAY STORES, INCORPORATED, a Maryland corporation, on behalf of said corporation.

  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
My commission expires 3-31-85.

STATE OF TEXAS §  
COUNTY OF Rockwall §

This instrument was acknowledged before me on August 7, 1984, by James K. Tonick, President, of CARLISLE PROPERTY COMPANY-RETAIL, a Texas corporation, on behalf of said corporation.

  
Philip L. Hail  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
My commission expires 11-20-84.

PARCEL I

BEING a tract or parcel of land situated in the JAMES SMITH SURVEY, ABSTRACT NO. 200, and the WILLIAM BLEVINS SURVEY, ABSTRACT NO. 9, Rockwall County, Texas, being the same land conveyed in two tracts to Argosy Development Company, Ltd., by deed from John L. Jones, recorded in Volume 97, Page 626, Deed Records, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod for corner in the South line of said Smith Survey, in a county road situated S 45° 08' 30" E, 40.00 feet from the Southeast corner of said Blevins Survey, said point being on the South ROW line of Interstate Highway No. 30;

THENCE: Along the South ROW line of Interstate Highway No. 30 as follows:

N 44° 28' 05" E, 40.00 feet to a concrete highway marker for corner;

N 11° 49' 39" E, 192.78 feet to an iron pin for corner;

THENCE: N 70° 38' 45" E, 667.47 feet along the South ROW line of Interstate Highway No. 30 to an iron pin for corner;

THENCE: S 27° 18' 38" E, 176.53 feet to an iron pin for corner;

THENCE: S 45° 05' 33" W, 750.00 feet to a point in the centerline of a county road;

THENCE: N 44° 54' 27" W, 350.00 feet along the centerline of said county road to the PLACE OF BEGINNING and containing 262,549.30 square feet or 6.0273 acres of land.

EXHIBIT "B"

ECR PARCEL II

BEING a tract or parcel of land situated in the JAMES SMITH SURVEY, ABSTRACT NO. 200, and the WILLIAM BLEVINS SURVEY, ABSTRACT NO. 9, Rockwall County, Texas, being the same land conveyed in two tracts to Argosy Development Company, Ltd., by deed from John L. Jones, recorded in Volume 97, Page 626, Deed Records, Rockwall County, Texas, and being more particularly described as follows:

COMMENCING at an iron rod for corner in the South line of said Smith Survey, in a county road situated N 45° 08' 30" E, 40.00 feet from the Southeast corner of said Blevins Survey, said point being on the South ROW line of Interstate Highway No. 30;

THENCE: Along the South ROW line of Interstate Highway No. 30 as follows:

N 44° 28' 05" E, 40.00 feet to a concrete highway marker for corner;

N 11° 49' 39" E, 192.78 feet to an iron pin for corner;

THENCE: N 70° 38' 45" E, 667.47 feet to the TRUE PLACE OF BEGINNING;

THENCE: Continuing along said ROW line N 70° 38' 45" E, 82.60 feet to a wooden highway marker for corner;

THENCE: N 62° 43' 55" E, 173.00 feet to an iron pin for corner;

THENCE: S 27° 18' 38" E, 165.36 feet to an iron pin for corner;

THENCE: S 62° 43' 55" W, 100.00 feet to an iron pin for corner;

THENCE: S 27° 18' 38" E, 98.50 feet to an iron pin for corner;

THENCE: S 82° 11' 31" E, 166.24 feet to an iron pin for corner on the West ROW line of F. M. Road No. 740;

THENCE: S 6° 45' 50" W, along the West ROW line of F. M. Road No. 740, a distance of 675.80 feet to an iron pin for corner;

THENCE: S 61° 19' 09" W, continuing along said ROW line, 42.14 feet to an iron pin for corner;

THENCE: N 83° 40' 51" W, 647.37 feet to a point for corner in the centerline of a county road;

THENCE: N 44° 54' 27" W, with the centerline of said county road, a distance of 214.05 feet to a point for corner;

THENCE: N 45° 05' 33" E, 750.00 feet to a point for corner;

THENCE: N 27° 18' 38" W, 176.53 feet to the TRUE PLACE OF BEGINNING and containing 489,277.38 square feet or 11.2323 acres of land.

EXHIBIT "C"

ECR PARCEL II TRACT A

BEING a tract or parcel of land situated in the JAMES SMITH SURVEY, ABSTRACT NO. 200, and the WILLIAM BLEVINS SURVEY, ABSTRACT NO. 9, Rockwall County, Texas, being the same land conveyed in two tracts to Argosy Development Company, Ltd., by deed from John L. Jones, recorded in Volume 97, Page 626, Deed Records, Rockwall County, Texas, and being more particularly described as follows:

COMMENCING at an iron rod for corner in the South line of said Smith Survey, in a county road situated N 45° 08' 30" E, 40.00 feet from the Southeast corner of said Blevins Survey, said point being on the South ROW line of Interstate Highway No. 30;

THENCE: S 44° 54' 27" E, 564.05 feet along the centerline of said county road to the TRUE PLACE OF BEGINNING;

THENCE: S 44° 54' 27" E, 830.35 feet along said centerline to the West ROW line of F. H. Road No. 740;

THENCE: N 6° 19' 09" E, 520.00 feet along the West ROW line of F. H. Road No. 740 to a point for corner;

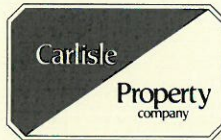
THENCE: N 83° 40' 51" W, 674.37 feet to the TRUE PLACE OF BEGINNING and containing 168,319.76 square feet or 3.8641 acres of land.

EXHIBIT "D"



MICHAEL L. HERBSTMAN





October 23, 1987

Ms. Julie Couch  
City of Rockwall  
205 West Rusk  
Rockwall, Texas 75087

Re: Conditional Use Permit for Restaurant  
Approximately 2,000 Square Feet  
Owners: Jim Lonodier and Earl Connaly

Dear Julie:

Pursuant to our telephone conversation today I wanted to inform you that the proposed restaurant referenced above meets with our approval and may file for a conditional use permit with the City of Rockwall. The Owners, however, have yet to sign a Lease on the property and are still negotiating the terms. We would like to have them in our center provided we can work out the terms of the contract. In the event you have any questions please call me.

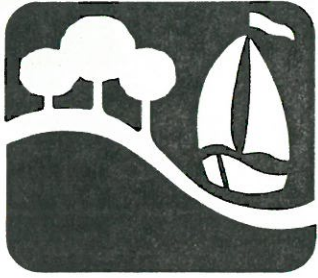
Thank you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Michael A. Crouch".

Michael A. Crouch

MAC/lat  
cc: Beth Matthews



# CITY OF ROCKWALL

## "THE NEW HORIZON"

October 23, 1987

El Chico Corporation  
12200 Stemmons, #100  
Dallas, Texas 75234

Gentlemen:

On October 8, 1987, the Planning and Zoning Commission held a public hearing and recommended approval of:

1. a Conditional Use Permit for a private club
2. a Conditional Use Permit for less than 100% non-combustible materials
3. a site plan subject to approval of a landscaping plan.

On November 2, 1987, at 7:00 P.M. at City Hall, 205 West Rusk, the Rockwall City Council will hold a public hearing and consider approval of these items.

Please call me if you have any questions.

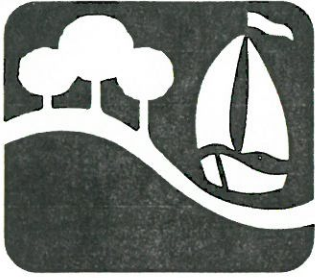
Sincerely,

*Mary Nichols*

Mary Nichols  
Administrative Aide

CC: Melvin R. Fain Architects  
MN/mmp





# CITY OF ROCKWALL

## "THE NEW HORIZON"

November 4, 1987

El Chico Corporation  
12200 Stemmons, #100  
Dallas, Texas 75234

Gentlemen:

On November 2, 1987, the Rockwall City Council held a public hearing and approved the following:

1. A Conditional Use Permit for a private club
2. A Conditional Use Permit for less than 100% noncombustible materials subject to installation of a sprinkler system
3. A site plan subject to approval of a landscaping plan

An ordinance authorizing the Conditional Use Permits must be read at two separate meetings of Council. The second reading is scheduled for November 16th. If approved, a building permit may be issued after that date. Please note that if the permits are not used within a period of six months, they will be automatically revoked and the zoning will revert to the original zoning.

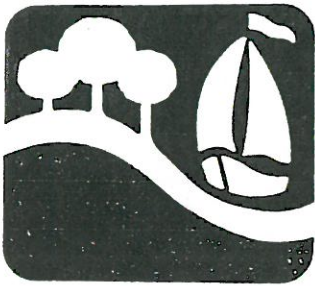
Feel free to contact me if you have any questions.

Sincerely,

*Mary Nichols*

Mary Nichols  
Administrative Aide

CC: Melvin R. Fain Architects  
MN/mmp



CITY OF ROCKWALL  
"THE NEW HORIZON"

Dear Applicant:

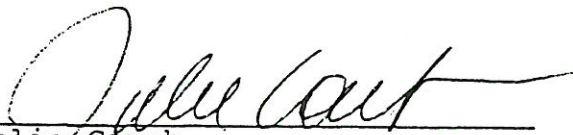
Your request to appear before the City of Rockwall \_\_\_\_\_

Planning & Zoning Commission

has been set for 7:30 P.M. on October 8, 1987.

The meeting will be held at City Hall, 205 W Rusk  
Rockwall, Texas.

If you have any questions concerning your Agenda request,  
call City Hall at 722-1111.

  
Julie Couch  
Assistant City Manager

(214) 964-3000

TO City of Rockwall/Planning & Zoning  
205 West Rusk  
Rockwall, Texas

DATE Sept. 21, 1987	JOB NO. 5300
ATTENTION Ms. Julie Couch	
RE: El Chico Rockwall - Conditional use permit	

WE ARE SENDING YOU  Attached  ~~Under separate cover~~ via Deliver MB the following items:

- Shop drawings       Prints       Plans       Samples       Specifications  
 Copy of letter       Change order       \_\_\_\_\_

COPIES	DATE	NO.	DESCRIPTION
1	6/87		Application for Conditional use permit w/legal descrip.
1			Check #3717 \$110.00 filing fee
9	9/21/87		Site Plans
3	7/21/87		Design Development Floor Plans
7			Renderrings of Exterior

THESE ARE TRANSMITTED as checked below:

- For approval       Approved as submitted       Resubmit \_\_\_\_\_ copies for approval  
 For your use       Approved as noted       Submit \_\_\_\_\_ copies for distribution  
 As requested       Returned for corrections       Return \_\_\_\_\_ corrected prints  
 For review and comment       \_\_\_\_\_  
 FOR BIDS DUE \_\_\_\_\_ 19 \_\_\_\_\_       PRINTS RETURNED AFTER LOAN TO US

REMARKS \_\_\_\_\_

IF YOU HAVE ANY QUESTIONS, PLEASE FELL FREE TO GIVE ME A CALL.

Jeff Wohead/El Chico Corp.

COPY TO Job File

SIGNED: Frank King/sb

Agenda Notes  
P&Z - 10/8/87

III.

- C. P&Z 87-61-SP/CUP - Hold Public Hearing and Consider Approval of a Conditional Use Permit for a Private Club and Less than 100% Non-combustible Materials and a Site Plan for a Restaurant to be Located within the Rockwall Village Shopping Center

We have received a request for a Conditional Use Permit for the El Chico site located on south I-30 in the Rockwall Village Shopping Center for both a private club and a structure that has less than 100% non-combustible structural materials. While the site was originally site planned with the second phase of the Center, we also requested that they submit a site plan in conjunction with the CUP requests, to be reviewed with their request.

The private club request meets all of our requirements. The applicant is requesting the CUP for the structural materials because they wish to use exposed heavy timbers in the roof. They propose to sprinkler the entire building to offset the use of the wood. We have approved a similar request in the past for Culpeppers and we believe this should offset any potential fire hazard created with the use of wood.

We have reviewed the site plan in comparison to the original plan and it generally conforms to the layout as it was originally approved. The major difference between this plan and the original plan is in the size of the Building. They had originally planned a 5,400 square foot restaurant. This restaurant is going to be 8,250 square feet. With the 2 outside porches that will be used for dining during portions of the year the total square footage increases to 9,460. Their total parking requirement for their site would be 95 spaces. When the second phase of the shopping center was site planned they provided a total of 1,202 spaces. Based on the building sizes and uses this was 65 spaces in excess of the number required. They had planned on 54 spaces being required for this restaurant site, which is 41 spaces less than they now need. Even with the increase in the restaurant size they had adequate overall spaces provided. Since the plan was done the cinema has been built with fewer seats than originally planned, which increased the number of excess spaces to 153. Additionally, they do have a joint use agreement with Safeway for the use of their parking.

The original site plan provided for a kiosk location north of the restaurant. This site plan still shows a kiosk, but the original concept of drive lanes on both sides will no longer work. We have asked Carlisle what they intend to do with this use and we should have an answer by tomorrow. We will notify you of their plans under separate cover.

The architects for the restaurant have not yet hired their landscape architects and do not know what the specifics of the landscaping will be. They have no problem with any approval being subject to approval of a landscaping plan to be submitted once it is prepared. They do have the appropriate area in landscaping.

Enclosed are the elevations of each side and the site plan, as well as a location map.

AGENDA DATE: November 2, 1987

AGENDA NO. IV. G.

AGENDA ITEM: P&Z 87-61-SP/CUP - Hold Public Hearing and Consider Approval of an Ordinance Authorizing a Conditional Use Permit for a Private Club and Less than 100% Non-combustible Materials and a Site Plan for a Restaurant to be Located within the Rockwall Village Shopping Center (1st reading)

ITEM GENERATED BY: Applicant (El Chico)

ACTION NEEDED: Hold public hearing and approve or deny CUP ordinance with any additional conditions included in the motion

BACKGROUND INFORMATION:

We have received a request for a Conditional Use Permit for the El Chico site located on south I-30 in the Rockwall Village Shopping Center for both a private club and a structure that has less than 100% non-combustible structural materials. While the site was originally site planned with the second phase of the Center, we also requested that they submit a site plan in conjunction with the CUP requests, to be reviewed with their request.

The private club request meets all of our requirements. The applicant is requesting the CUP for the structural materials because they wish to use exposed timbers in the roof. They propose to sprinkler the entire building to offset the use of the wood. We have approve a similar request in the past for Culpeppers and we believe this should offset any potential fire hazard created with the use of wood.

We have reviewed the site plan in comparison to the original plan and it generally conforms to the layout as it was originally approved. The major difference between this plan and the original plan is in the size of the building. They had originally planned a 5,400 square foot restaurant. This restaurant is going to be 8,250 sq. ft. With the 2 outside porches that will be used for dining during portions of the year the total square footage increases to 9,460. Their total parking requirement for their site would be 95 spaces. When the second phase of the shopping center was site planned they provided a total of 1,202 spaces. Based on the building sizes and uses this was 65 spaces in excess of the number required. They had planned on 54 spaces being required for this restaurant site, which is 41 spaces less than they now need. Even with the increase in the restaurant size they had adequate overall spaces provided. Since the plan was done the cinema has been built with fewer seats than originally planned, which increased the number of excess spaces to 153. Additionally, they do have a joint use agreement with Safeway for the use of their parking.

The architects for the restaurant have not yet hired their landscape architects and do not know what the specifics of the landscaping will be. They have no problem with any approval being subject to approval of a landscaping plan to be submitted once it is prepared. They do have the appropriate area in landscaping.

Enclosed are the elevations of each side and the site plan, as well as a location map. The Planning and Zoning Commission has recommended approval of both CUP requests subject to the building being sprinklered and they also approved the site plan subject to a landscaping plan being submitted and approved.

ATTACHMENTS:

1. Site Plan	3. Elevations
2. Location Map	4. Draft Ordinance

AGENDA ITEM: El Chico Restaurant & Club

ITEM NO. IV. G.

BEFC THE PLANNING AND ZONING COMMISSION  
CITY OF ROCKWALL, TEXAS

The Planning and Zoning Commission will hold a public hearing at 7:30  
       o'clock P.M. on the 8th day of October  
in the Rockwall City Hall, 205 West Rusk Street, Rockwall, Texas, at the  
request of El Chico Inc.  
for a Conditional Use Permit for a private club and for a structure  
with less than 100% non-combustible materials  
on the following described property:

A lot located within the Rockwall Village Shopping Center  
further described as Lot 2, Block A, Carlisle Plaza Addition

As an interested property owner, it is important that you attend this  
hearing or notify the Commission of your feeling in regard to the matter  
by returning the form below. The decision of the Planning and Zoning  
Commission will be a recommendation for approval or denial which will be  
forwarded to the City Council for a final decision. In replying please  
refer to Case No. P&Z 87-61-SP/CUP

Mary A Nichols  
City of Rockwall, Texas

The following form may be filled out and returned as soon as possible to  
the City Planning and Zoning Commission, 205 West Rusk Street, Rockwall,  
Texas 75087.

Case No. P&Z 87-61-SP/CUP

I am in favor of the request for the reasons listed below. \_\_\_\_\_

I am opposed to the request for the reasons listed below. \_\_\_\_\_

1.

2.

3.

Signature \_\_\_\_\_

Address \_\_\_\_\_

P+Z  
mailed  
9/23/8  
Council  
10/83

El Chico  
Lot 2, BK A  
Carlisle Plaza Addition

Carlisle/Rockwall Village JV  
C/o Real Estate Tax Service  
P.O. Box 832310  
~~Rockwall TX 75~~  
Richardson 75083-231

Chamber of Commerce  
P.O. Box 92  
Rockwall



BEFORE THE ROCKWALL CITY COUNCIL  
CITY OF ROCKWALL, TEXAS

The Rockwall City Council will hold a public hearing at 7:00  
o'clock P.M. on the 2nd day of November, 1987  
in the Rockwall City Hall, 205 West Rusk Street, Rockwall, Texas, at  
the request of El Chico, Inc.  
for a Conditional Use Permit for a private club and for a  
structure with less than 100% non-combustible materials.  
on the following described property:

A lot located within the Rockwall Village Shopping Center and  
further described as Lot 2, Block A, Carlisle Plaza Addition.

As an interested property owner, it is important that you attend this  
hearing or notify the Council of your feeling in regard to the matter by  
returning the form below.

In replying please refer to Case No. P&Z 87-61-SP/CUP

Mary Nichols  
City of Rockwall, Texas

The following form may be filled out and returned as soon as possible to  
the City Council, 205 West Rusk Street, Rockwall, Texas 75087

Case No. P&Z 87-61-SP/CUP

I am in favor of the request for the reasons listed below. \_\_\_\_\_

I am opposed to the request for the reasons listed below. \_\_\_\_\_

- 1.
- 2.
- 3.

Signature \_\_\_\_\_

Address \_\_\_\_\_

The Rockwall City Council will hold a public hearing at 7:00  
o'clock P.M. on the 2nd day of November, 1987  
in the Rockwall City Hall, 205 West Rusk Street, Rockwall, Texas, at  
the request of El Chico, Inc.  
for a Conditional Use Permit for a private club and for a  
structure with less than 100% non-combustible materials.  
on the following described property:

A lot located within the Rockwall Village Shopping Center and  
further described as Lot 2, Block A, Carlisle Plaza Addition.

As an interested property owner, it is important that you attend this  
hearing or notify the Council of your feeling in regard to the matter by  
returning the form below.

In replying please refer to Case No. P&Z 87-61-SP/CUP

Mary Nichols  
City of Rockwall, Texas

The following form may be filled out and returned as soon as possible to  
the City Council, 205 West Rusk Street, Rockwall, Texas 75087

Case No. P&Z 87-61-SP/CUP

I am in favor of the request for the reasons listed below. YES

I am opposed to the request for the reasons listed below. \_\_\_\_\_

- 1.
- 2.
- 3.

Signature J A Pitt  
Address 2808 RIDGE RD.

ORDINANCE NO. 87-74

AN ORDINANCE OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF ROCKWALL AS HERETOFORE AMENDED SO AS TO GRANT A CONDITIONAL USE PERMIT FOR A STRUCTURE WITH LESS THAN 100% NON-COMBUSTIBLE MATERIALS AND FOR A PRIVATE CLUB ON A TRACT OF LAND DESCRIBED AS LOT 2, BLOCK A, CARLISLE PLAZA ADDITION; PROVIDING FOR CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall, in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof, the governing body in the exercise of its legislative discretion has concluded that the Comprehensive Zoning Ordinance of the City of Rockwall should be amended as follows,

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Rockwall, Texas:

SECTION 1. That the Comprehensive Zoning Ordinance of the City of Rockwall, as heretofore amended, be and the same is hereby amended by amending the zoning map of the City of Rockwall so as to grant a Conditional Use Permit for a structure with less than 100% non-combustible materials and for a private club on property described as Lot 2, Block A, Carlisle Plaza Addition.

SECTION 2. That the Conditional Use Permit shall be subject to the following special conditions:

1. There shall be no time limit on the permit.
2. The private club shall meet all conditions for the issuance of private club permits set by the City Council in Ordinance No. 85-2, Ordinance No. 87-36 and any future regulatory ordinances.
3. A landscape plan must be submitted and approved prior to the issuance of a Certificate of Occupancy.
4. A sprinkler system will be installed with adequate water pressure to operate it.
5. The kitchen area will be built with non-combustible materials.

SECTION 3. That all ordinances of the City of Rockwall in conflict with the provisions of this ordinance be, and the same are hereby repealed, and all other ordinances of the City of Rockwall not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. That the above described tract of land shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City of Rockwall as heretofore amended, as amended herein by granting of this zoning change, and as may be amended in the future.

SECTION 5. Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine not to exceed the sum of TWO THOUSAND DOLLARS (\$2,000.00) for

each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 6. If any section, paragraph, or provision of this ordinance or the application of that section, paragraph, or provision to any person, firm, corporation or situation is for any reason judged invalid, the adjudication shall not affect any other section, paragraph or provision to any other person, firm, corporation or situation, nor shall adjudication affect any other section, paragraph, or provision of the Comprehensive Zoning Ordinance No. 83-23 of the City of Rockwall, Texas, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions of this ordinance are declared to be severable.

SECTION 7. That this ordinance shall take effect immediately from and after its passage and the publication of the caption of said ordinance as the law in such cases provides.

DULY PASSED AND APPROVED this 16th day of November, 1987.

APPROVED:

  
\_\_\_\_\_

ATTEST:

By:   
\_\_\_\_\_

1st reading 11/2/87

2nd reading 11/16/87

PLANNING AND ZONING ACTION SHEET

Applicant El Chico Inc Case No. 87-61-SP/CUP  
 Property Description Rockwall Village Shop Center  
 Case Subject Matter site, CUP for private, CUP for  
less 100% non combustible

CASE ACTION

	<u>Approved</u>	<u>Disapproved</u>	<u>Tabled</u>
Date to P&Z <u>10/8/87</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Conditions _____			

Date to City Council <u>11/2</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Conditions <u>1st reading 11/2</u>			
<u>2nd reading 11/16</u>			

Ordinance no. \_\_\_\_\_ Date \_\_\_\_\_

ITEMS IN FILE

- |  |  |
|--|--|
| <u>Zoning Cases</u>  | <u>Plat/Site Plan Cases</u>                  |
| <input checked="" type="checkbox"/> Application                | <input type="checkbox"/> Application         |
| <input checked="" type="checkbox"/> Site Plan                  | <input type="checkbox"/> Filing Fee          |
| <input checked="" type="checkbox"/> Filing Fee                 | <input type="checkbox"/> Plat/Plan           |
| <input checked="" type="checkbox"/> Notice to Paper            | <input type="checkbox"/> Engineer's Review   |
| <input checked="" type="checkbox"/> Notice to Residents        | <input type="checkbox"/> Consultant's Review |
| <input checked="" type="checkbox"/> List of Residents Notified | <input type="checkbox"/> Agenda Notes        |
| <input checked="" type="checkbox"/> Residents' Responses       | <input type="checkbox"/> Minutes             |
| <input type="checkbox"/> Consultant's Review                   | <input type="checkbox"/> Correspondence      |
| <input checked="" type="checkbox"/> Agenda Notes               | <input type="checkbox"/> County File Number  |
| <input checked="" type="checkbox"/> Minutes                    | <input type="checkbox"/> Applicant Receipts  |
| <u>87-14</u> <input checked="" type="checkbox"/> Ordinance     |  |
| <input checked="" type="checkbox"/> Correspondence             |  |
| <input type="checkbox"/> Applicant Receipts                    |  |

PUBLIC NOTICE

The Rockwall Planning and Zoning Commission will hold a public hearing on October 8, 1987, at 7:30 P.M. in City Hall, 205 West Rusk, to consider the following:

1. A request from Margie Peoples for a change in zoning from "SF-7" Single Family to "C" Commercial on a portion of a lot located on Emma Jane east of SH-205
2. A request from Michael Brady for a change in zoning from "A" Agricultural to "C" Commercial on .539 acres located on SH-276 east of SH-205
3. A request for a Conditional Use Permit for a private club and less than 100% noncombustible materials for a proposed restaurant to be located within the Rockwall Village Shopping Center off the south I-30 service road west of FM-740