

APPLICATION AND FINAL PLAT CHECKLIST

Date 8-14-90

Name of Proposed Development The Shores, Phases III & IV

Name of Developer Shores Country Club, Inc

Address 111 West Spring Valley Road Richardson, Tex 75083 Phone 238-0401

Owner of Record Same - Otto Jeff Barnes

Address Same Phone _____

Name of Land Planner/Surveyor/Engineer Harold G. Evans

Address Box 28355 Dallas 75228 Phone 328-8133

Total Acreage 31.50 Current Zoning S.F.

Number of Lots/Units 81

Signed [Signature]

The Final Plat shall generally conform to the Preliminary Plat, as approved by the City Council and shall be drawn to legibly show all data on a satisfactory scale, usually not smaller than one inch equals 100 feet. The Final Plat shall be submitted on a drawing which is 18" x 24".

The following Final Plat Checklist is a summary of the requirements listed under Section VIII of the Rockwall Subdivision Ordinance. Section VIII should be reviewed and followed when preparing a Final Plat. The following checklist is intended only as a reminder and a guide for those requirements.

INFORMATION

Provided or Shown on Plat

Not Applicable

/

1. Title or name of development, written and graphic scale, north point, date of plat and key map

/

2. Location of the development by City, County and State

✓ _____

3. Location of development tied to a USGS monument, Texas highway monument or other approved benchmark

✓ _____

4. Accurate boundary survey and property description with tract boundary lines indicated by heavy lines

_____ ✓

5. If no engineering is provided show contours of 5 ft. intervals

✓ _____

6. Accurate plat dimensions with all engineering information necessary to reproduce plat on the ground

✓ _____

7. Approved name and right-of-way width of each street, both within and adjacent to the development

✓ _____

8. Locations, dimensions and purposes of any easements or other rights-of-way

9. Identification of each lot or site and block by letter and number and building lines

10. Record owners of contiguous parcels of unsubdivided land, names and lot patterns of contiguous subdivisions, approved Concept Plans, reference recorded subdivision plats or adjoining platted land by record name and by deed record volume and page

✓ _____

11. Boundary lines, dimensions and descriptions of open spaces to be dedicated for public use of the inhabitants of the development

✓ _____

12. Certificate of dedication of all streets, alleys, parks and other public uses signed by the owner or owners (see wording)

13. Designation of the entity responsible for the operation and maintenance of any commonly held property and a waiver releasing the City of such responsibility, a waiver releasing the City for damages in establishment or alteration of grades (see wording)

14. Statement of developer responsibility for storm drainage improvements (see wording)

15. Instrument of dedication or adoption signed by the owner or owners (see wording)

16. Space for signatures attesting approval of the plat (see wording)

17. Seal and signature of the surveyor and/or engineer responsible for surveying the development and/or the preparation of the plat (see wording)

18. Compliance with all special requirements developed in preliminary plat review

19. Statements indicating that no building permits will be issued until all public improvements are accepted by the City (see wording)

20. Submit Along with plat a calculation sheet indicating the area of each lot.

21. Attach copy of any proposed deed restrictions for proposed subdivision.

Page 4 of 4

Taken by: _____

Date: _____

Receipt No.: _____

File No.: _____

Fee: _____



111 W. Spring Valley Rd., P.O. Box 830160, Richardson, Texas 75083-0160 • (214) 238-0401

August 14, 1990

Ms. Julie Couch
Assistant City Manager
City of Rockwall
205 W. Rusk
Rockwall, TX 75087

Re: Filing Fee for the Shores Developments Plats Phase 3 and
Phase 4

Dear Julie:

Please find enclosed, check for the following amount for our
filing fee on the above reference plats:

1. The Shores Phase 3 - 50 lots(\$3.00 per lot)	\$150.00
2. The Shores Phase 4 - 32 lots(\$3.00 per lot)	\$ 96.00
3. Platting fee(\$25.00 per phase)	\$ 50.00
	<hr/>
Total	\$296.00

If you have any problem or question, please let us know.

Very truly yours,

A handwritten signature in cursive script that reads 'Jeff Barnes'.

Jeffrey A. Barnes
Vice President

JAB/re

Enc.



CITY OF ROCKWALL
 "THE NEW HORIZON"
 Rockwall, Texas 75087-3628

(214) 771-1111

Cash Receipt

NS

9

Name The Shores Country Club Date _____

Mailing Address _____

Job Address _____ Permit No. _____

Check 118 Cash Other

DESCRIPTION	Acct. Code	Amount	DESCRIPTION	Acct. Code
Building Permit	01-3601		Water Tap	02-3311
Fence Permit	01-3602		10% Fee	02-3311
Electrical Permit	01-3604		Sewer Tap	02-3314
Plumbing Permit	01-3607		Water Availability	06-3835
Mechanical Permit	01-3610		Sewer Availability	07-3836
Municipal Pool	01-3402		Meter Deposit	02-2201
Zoning, Planning, B.O.A.	01-3411	<u>296.00</u>	Portable Meter Deposit	02-2202
Subdivision Plats	01-3412		Misc. Income	02-3819
Sign Permits	01-3628		NSF Check	02-1128
Health Permits	01-3631		Meter Rent	02-3406
Misc. Permits	01-3625		Penalties	20-3117
Misc. Income	01-3819		Hanger Rent	20-3406
Sale of Supplies	01-3807		Tie Down Fees	20-3407
Marina Lease	08-3810		Land Lease	20-3804
Cemetery Receipts	10-3830		Sale of Supplies	20-3807
PID	13-3828		Airport Cred. Cd.	20-1132
Street	14-3828		Fuel Sales	20-3809
Hotel/Motel Tax	15-3206			
TOTAL OF COLUMN			TOTAL OF COLUMN	

TOTAL DUE

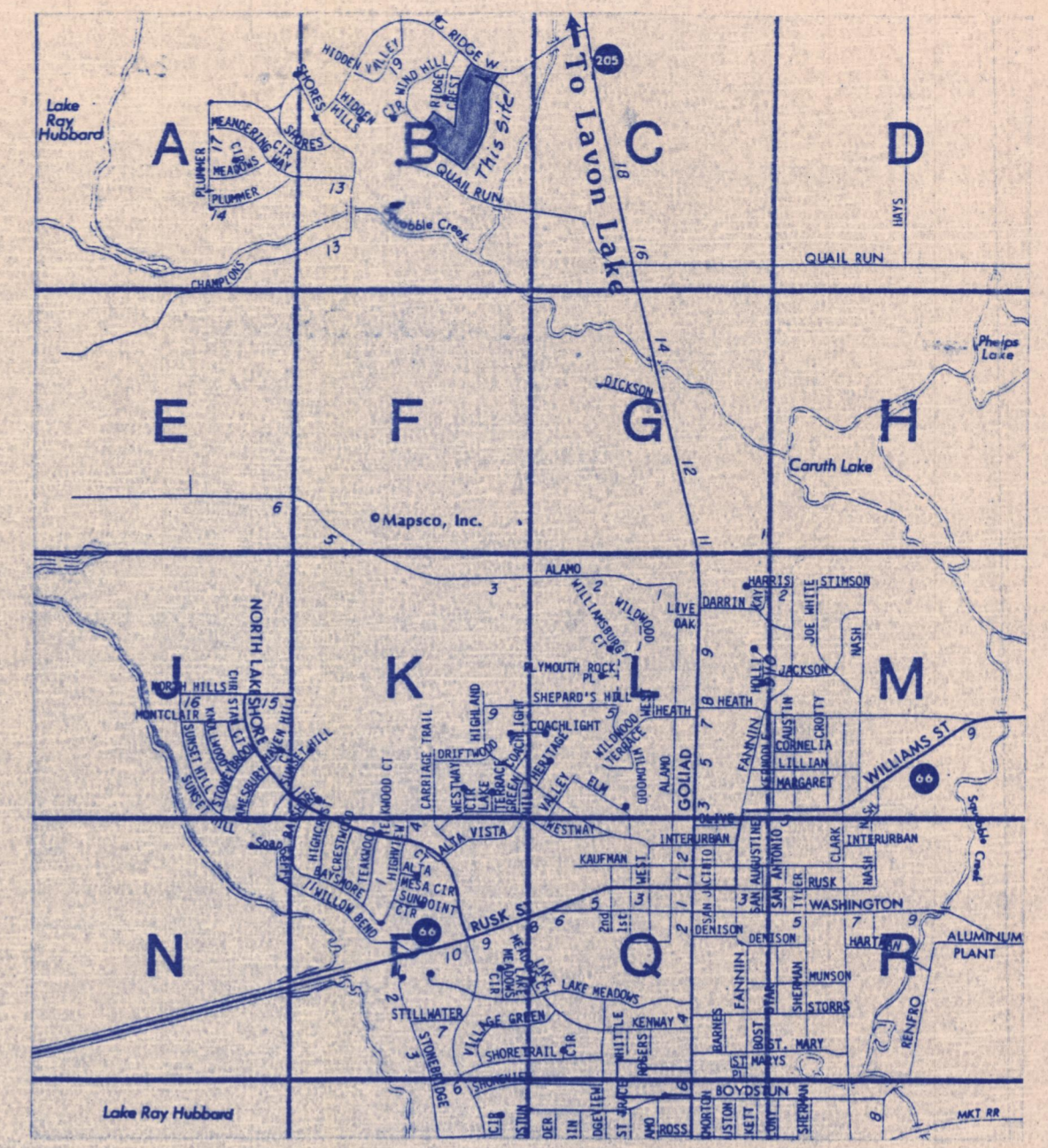
296.00

Received By [Signature]



Future Development
Shores Country Club, Inc.
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Future Development
Shores Country Club, Inc.
Volume 547, Page 101



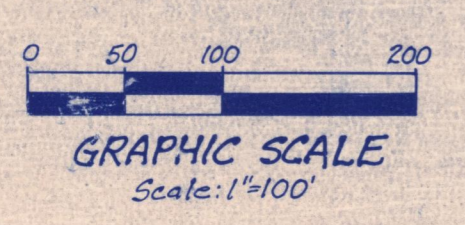
LOCATION MAP

CURVE DATA

NO.	BEARING	CHORD	DELTA	RADIUS	LENGTH	TAN
C1	N75° 04' 09" W	22.38	1° 17' 56"	897.33	22.38	11.19
C2	S68° 11' 37" E	290.71	14° 57' 00"	1117.33	291.54	146.60
C3	N19° 13' 26" E	282.19	32° 46' 53"	500.00	286.07	147.07
C4	S60° 57' 08" E	298.28	27° 04' 01"	639.45	302.08	153.91
C5	S12° 58' 08" W	49.28	20° 16' 20"	140.00	49.53	25.03
C6	S14° 13' 29" W	183.88	22° 47' 04"	465.47	185.09	93.79
C7	N63° 54' 31" W	22.38	0° 57' 00"	1350.00	22.38	11.19
C8	S16° 20' 42" W	165.51	27° 01' 29"	354.18	167.06	85.11
C9	S17° 04' 44" W	138.04	28° 29' 31"	280.47	139.47	71.21
C10	S16° 20' 42" W	142.15	27° 01' 29"	304.18	143.47	73.10
C11	S17° 04' 44" W	162.65	28° 29' 31"	330.47	164.34	83.90
C12	N62° 04' 50" W	104.49	4° 36' 23"	1300.00	104.52	52.29
C13	N56° 28' 18" W	50.00	2° 12' 13"	1300.00	50.00	25.00
C14	N64° 52' 11" W	229.42	19° 00' 00"	695.00	230.47	116.30
C15	N59° 52' 36" W	212.17	9° 00' 50"	1350.00	212.38	106.41
C16	N64° 52' 11" W	212.91	19° 00' 00"	645.00	213.89	107.94
C17	S12° 58' 08" W	56.32	20° 16' 20"	160.00	56.61	28.60
C18	S14° 13' 29" W	175.98	22° 47' 04"	445.47	177.14	89.76
C19	N18° 43' 54" E	90.66	31° 47' 51"	165.47	91.83	47.13
C20	N20° 11' 24" E	72.55	28° 52' 51"	145.47	73.33	37.46
C21	N27° 29' 04" W	28.50	66° 28' 05"	26.00	30.16	17.04
C22	N58° 20' 19" W	41.71	7° 21' 27"	325.00	41.73	20.90
C23	N65° 34' 35" W	142.03	21° 49' 59"	375.00	142.90	72.33
C24	S16° 20' 42" W	153.83	27° 01' 29"	329.18	155.26	79.10
C25	S17° 04' 44" W	150.34	28° 29' 31"	305.47	151.90	77.56
C26	N59° 52' 36" W	208.24	9° 00' 50"	1325.00	208.45	104.44
C27	N61° 31' 46" W	131.95	5° 42' 30"	1325.00	132.01	66.06
C28	N57° 01' 21" W	76.43	3° 18' 20"	1325.00	76.44	38.23
C29	N64° 52' 11" W	221.16	19° 00' 00"	670.00	222.18	112.12

Replat

1/10



- Note: 1. All property corners, point of curvatures and point of tangency are 1/2" iron rod set unless otherwise noted on plans.
2. No houses in this addition will be allowed to have garage doors that open facing the street.

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

SCALE	DATE	JOB NO.
1"=100'	8-13-90	9089

THE SHORES - PHASE TWO

THOMAS DEAN SURVEY ~ ABSTRACT NO. 69
SAMUEL KING SURVEY ~ ABSTRACT NO. 131

CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

Shores Country Club, Inc. ~ Owner ~ Jeff Barnes Tel. No. 214-238-0401
111 West Spring Valley Road - Richardson, Texas 75083 - 0160

STATE OF TEXAS
COUNTY OF ROCKWALL

OWNER'S CERTIFICATE

WHEREAS: The Shores Country Club, Inc. is the owner of a tract of land situated in the Thomas Dean Survey, Abstract No. 69, and the Samuel King Survey, Abstract No. 131, Rockwall County, Texas, and being a part of that 20.514 acre tract of land described as Tract 11 in Deed to The Shores Country Club, Inc., recorded in Volume 547, Page 101, Deed Records, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in a public road at the Southwest corner of said 20.514 acre tract and the most Easterly Southeast corner of The Shores Phase One, an addition to the City of Rockwall, recorded in Slide A, Page 299, Plat Records, Rockwall County, Texas;
THENCE: Along the most Easterly lines of said Addition as follows: North 15° 37' 49" East a distance of 203.28 feet to a 1/2" iron rod found for a corner on a curve to the left, having a central angle of 1° 17' 56", a radius of 987.33 feet, and a chord that bears North 75° 01' 09" West a distance of 22.38 feet; Along said curve an arc distance of 22.38 feet to a 1/2" iron rod found for a corner; North 14° 19' 53" East a distance of 130.00 feet to a 1/2" iron rod found for a corner on a curve to the right, having a central angle of 14° 57' 00", a radius of 1117.33 feet, and a chord that bears South 68° 11' 37" East a distance of 290.71 feet; Along said curve an arc distance of 291.54 feet to a 1/2" iron rod found for a point of tangency; South 60° 43' 07" East a distance of 79.67 feet to a 1/2" iron rod found for a corner; North 2° 49' 58" East a distance of 380.04 feet to a 1/2" iron rod found at the beginning of a curve to the right, having a central angle of 32° 46' 53", a radius of 500.00 feet, and a chord that bears North 19° 13' 26" East a distance of 282.19 feet; Along said curve an arc distance of 286.07 feet to a 1/2" iron rod found for a corner on the Southerly line of Ridge Road West, an 80 foot right-of-way and on an intersecting curve to the left, having a central angle of 27° 04' 01", a radius of 639.45 feet, and a chord that bears South 60° 57' 08" East a distance of 299.28 feet;
THENCE: Along the Southerly line of Ridge Road West an arc distance of 302.08 feet to a 1/2" iron rod set for a corner;
THENCE: Leaving the Southerly line of Ridge Road West and traversing said 20.514 acre tract as follows: South 23° 06' 18" West a distance of 113.88 feet to a 1/2" iron rod set at the beginning of a curve to the left, having a central angle of 20° 16' 20", a radius of 140.00 feet, and a chord that bears South 12° 58' 08" West a distance of 49.28 feet; Along said curve an arc distance of 49.53 feet to a 1/2" iron rod set for a point of tangency; South 2° 49' 58" West a distance of 363.22 feet to a 1/2" iron rod set at the beginning of a curve to the right, having a central angle of 22° 47' 01", a radius of 465.47 feet, and a chord that bears South 14° 13' 29" West a distance of 183.88 feet; Along said curve an arc distance of 185.09 feet to a 1/2" iron rod set for a point of tangency; South 25° 36' 59" West a distance of 113.33 feet to a 1/2" iron rod set for a corner; South 64° 23' 01" East a distance of 43.64 feet to a 1/2" iron rod set for a corner; South 25° 36' 59" West a distance of 50.00 feet to a 1/2" iron rod set for a corner; North 64° 23' 01" West a distance of 7.50 feet to a 1/2" iron rod set for a corner; and South 25° 36' 59" West a distance of 145.00 feet to a 1/2" iron rod set for a corner in a public road and on the South line of said 20.514 acre tract;
THENCE: With said public road and the South lines of said 20.514 acre tract as follows: North 64° 23' 01" West a distance of 111.48 feet to a 1/2" iron rod found for a corner; North 62° 01' 03" West a distance of 209.91 feet to a 1/2" iron rod found for a corner; North 54° 39' 36" West a distance of 245.77 feet to a 1/2" iron rod found for a corner; and North 76° 29' 35" West a distance of 74.14 feet to the Point of Beginning and containing 9.837 acres of land.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:
THAT The Shores Country Club, Inc. is the owner of said tract, and does hereby adopt this plat designating the hereinabove described property as The Shores Phase Two, an Addition to the City of Rockwall, Rockwall County, Texas, and does hereby dedicate to the public use forever the streets shown thereon, and does hereby reserve the easement strips shown on this plat for the purposes stated and for the mutual use and accommodation of all utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction maintenance, or efficiency of their respective system on any of these easement strips; and any public utility shall have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone. The City of Rockwall will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in this subdivision.

No house, dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until such time as the developer has complied with all requirements of the Platting Ordinance of the City of Rockwall regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets with the required base and paving, curb and gutter, drainage structures, and storm sewers, all according to the specifications of the City of Rockwall.

It shall be the policy of the City of Rockwall to withhold issuing building permits until all streets, water, sewer and storm drainage systems have been accepted by the City. 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.

WITNESS MY HAND, at _____, Texas, this the _____ day of _____, 1990.

THE SHORES COUNTRY CLUB, INC.

By: _____

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 1990, by _____, the _____ of The Shores Country Club, Inc., on behalf of said Corporation.

Notary Public

SURVEYOR'S CERTIFICATE

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:
THAT I, Harold L. Evans, 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.

Harold L. Evans, P.E., Registered Public Surveyor No. 2146

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the _____ day of _____, 1990, by Harold L. Evans.

Notary Public

RECOMMENDED FOR FINAL APPROVAL

Date: _____

APPROVED

Date: _____

Chairman, Planning & Zoning Commission

I hereby certify that the above and foregoing plat of The Shores Phase Two, an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the _____ day of _____, 1990.

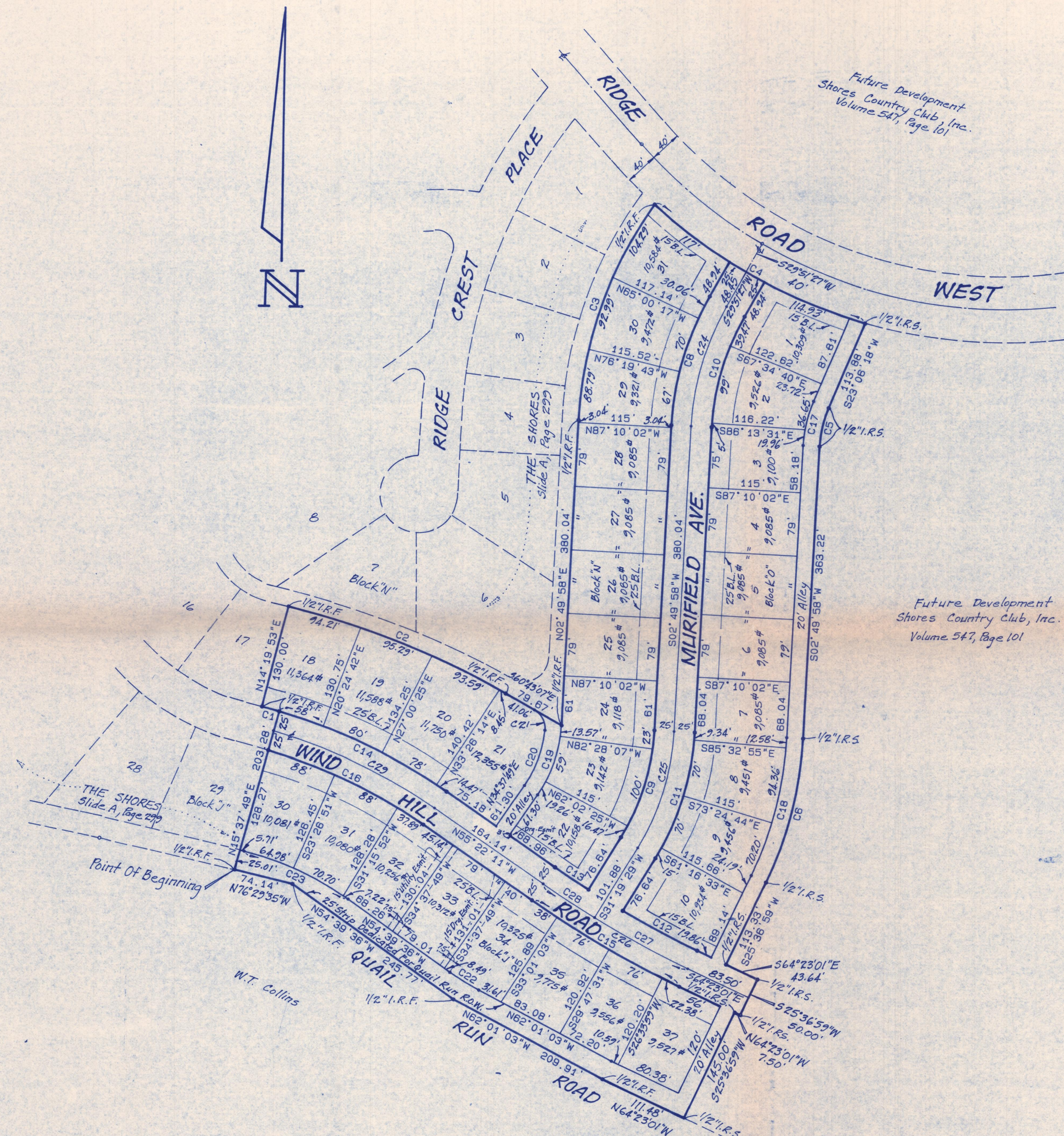
Mayor, City of Rockwall

City Secretary, City of Rockwall

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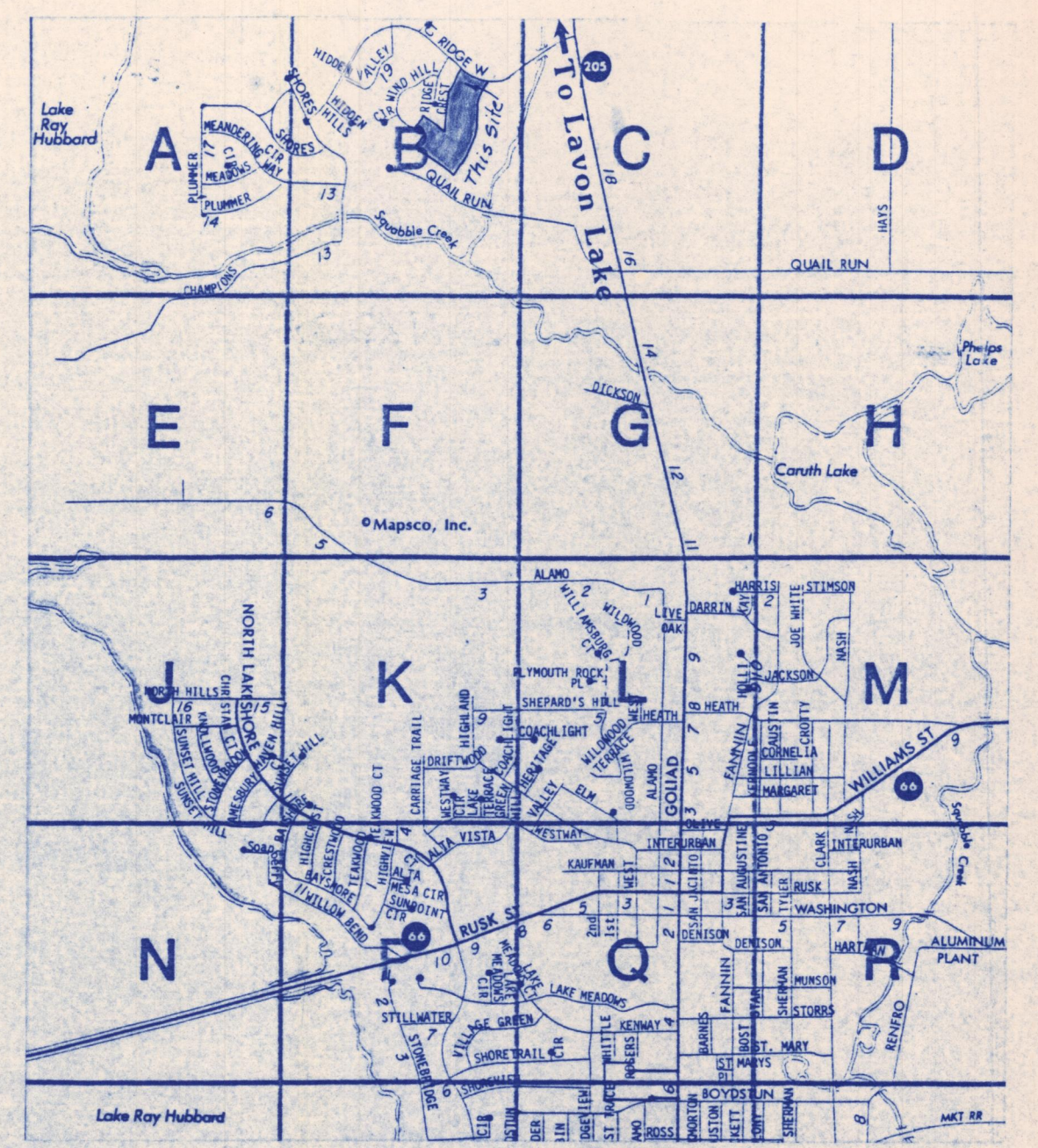
HAROLD L. EVANS CONSULTING ENGINEER		
2331 GUS THOMASSON RD. SUITE 102 DALLAS, TEXAS 75228 PHONE (214) 328-8133		
SCALE	DATE	JOB NO.
	8-13-90	9089

THE SHORES - PHASE TWO	
THOMAS DEAN SURVEY ~	ABSTRACT NO. 69
SAMUEL KING SURVEY ~	ABSTRACT NO. 131
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Shores Country Club, Inc. ~ Owner ~ Jeff Barnes Tel. No. 214-238-0401 111 West Spring Valley Road - Richardson, Texas 75083-0160	



Future Development
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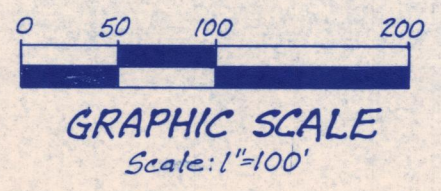


LOCATION MAP

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C29	N64° 52' 11" W	221.16	19° 00' 00"	670.00	222.18	112.12

2nd Submission

1/10



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2. No houses in this addition will be allowed to have garage doors that open facing the street.

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CONSULTING ENGINEER
2331 GUS THOMASSON RD. SUITE 102
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SCALE	DATE	JOB NO.
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THENCE: Along the most Easterly lines of said Addition as follows: North 15° 37' 49" East a distance of 203.28 feet to a 1/2" iron rod found for a corner on a curve to the left, having a central angle of 1° 17' 56", a radius of 987.33 feet, and a chord that bears North 75° 01' 09" West a distance of 22.38 feet; Along said curve an arc distance of 22.38 feet to a 1/2" iron rod found for a corner; North 14° 19' 53" East a distance of 130.00 feet to a 1/2" iron rod found for a corner on a curve to the right, having a central angle of 14° 57' 00", a radius of 1117.33 feet, and a chord that bears South 68° 11' 37" East a distance of 290.71 feet; Along said curve an arc distance of 291.54 feet to a 1/2" iron rod found for a point of tangency; South 60° 43' 07" East a distance of 79.67 feet to a 1/2" iron rod found for a corner; North 2° 49' 58" East a distance of 380.04 feet to a 1/2" iron rod found at the beginning of a curve to the right, having a central angle of 32° 46' 53", a radius of 500.00 feet, and a chord that bears North 19° 13' 26" East a distance of 282.19 feet; Along said curve an arc distance of 286.07 feet to a 1/2" iron rod found for a corner on the Southerly line of Ridge Road West, an 80 foot right-of-way and on an intersecting curve to the left, having a central angle of 27° 04' 01", a radius of 639.45 feet, and a chord that bears South 60° 57' 08" East a distance of 299.28 feet;
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THENCE: Leaving the Southerly line of Ridge Road West and traversing said 20.514 acre tract as follows: South 23° 06' 18" West a distance of 113.88 feet to a 1/2" iron rod set at the beginning of a curve to the left, having a central angle of 20° 16' 20", a radius of 140.00 feet, and a chord that bears South 12° 58' 08" West a distance of 49.28 feet; Along said curve an arc distance of 49.53 feet to a 1/2" iron rod set for a point of tangency; South 2° 49' 58" West a distance of 363.22 feet to a 1/2" iron rod set at the beginning of a curve to the right, having a central angle of 22° 47' 01", a radius of 465.47 feet, and a chord that bears South 14° 13' 29" West a distance of 183.88 feet; Along said curve an arc distance of 185.09 feet to a 1/2" iron rod set for a point of tangency; South 25° 36' 59" West a distance of 113.33 feet to a 1/2" iron rod set for a corner; South 64° 23' 01" East a distance of 43.64 feet to a 1/2" iron rod set for a corner; South 25° 36' 59" West a distance of 50.00 feet to a 1/2" iron rod set for a corner; North 64° 23' 01" West a distance of 7.50 feet to a 1/2" iron rod set for a corner; and South 25° 36' 59" West a distance of 145.00 feet to a 1/2" iron rod set for a corner in a public road and on the South line of said 20.514 acre tract;
THENCE: With said public road and the South lines of said 20.514 acre tract as follows: North 64° 23' 01" West a distance of 111.48 feet to a 1/2" iron rod found for a corner; North 62° 01' 03" West a distance of 209.91 feet to a 1/2" iron rod found for a corner; North 54° 39' 36" West a distance of 245.77 feet to a 1/2" iron rod found for a corner; and North 76° 29' 35" West a distance of 74.14 feet to the Point of Beginning and containing 9.837 acres of land.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:
THAT The Shores Country Club, Inc. is the owner of said tract, and does hereby adopt this plat designating the hereinabove described property as The Shores Phase Two, an Addition to the City of Rockwall, Rockwall County, Texas, and does hereby dedicate to the public use forever the streets shown thereon, and does hereby reserve the easement strips shown on this plat for the purposes stated and for the mutual use and accommodation of all utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction maintenance, or efficiency of their respective system on any of these easement strips; and any public utility shall have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone. The City of Rockwall will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in this subdivision.

No house, dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until such time as the developer has complied with all requirements of the Platting Ordinance of the City of Rockwall regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets with the required base and paving, curb and gutter, drainage structures, and storm sewers, all according to the specifications of the City of Rockwall.

It shall be the policy of the City of Rockwall to withhold issuing building permits until all streets, water, sewer and storm drainage systems have been accepted by the City. 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.

WITNESS MY HAND, at _____, Texas, this the _____ day of _____, 1990.

THE SHORES COUNTRY CLUB, INC.

By: _____

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 1990, by _____, the _____ of The Shores Country Club, Inc., on behalf of said Corporation.

Notary Public

SURVEYOR'S CERTIFICATE

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:
THAT I, Harold L. Evans, 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.

Harold L. Evans, P.E., Registered Public Surveyor No. 2146

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the _____ day of _____, 1990, by Harold L. Evans.

Notary Public

RECOMMENDED FOR FINAL APPROVAL

Date: _____

APPROVED

Date: _____

Chairman, Planning & Zoning Commission

I hereby certify that the above and foregoing plat of The Shores Phase Two, an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the _____ day of _____, 1990.

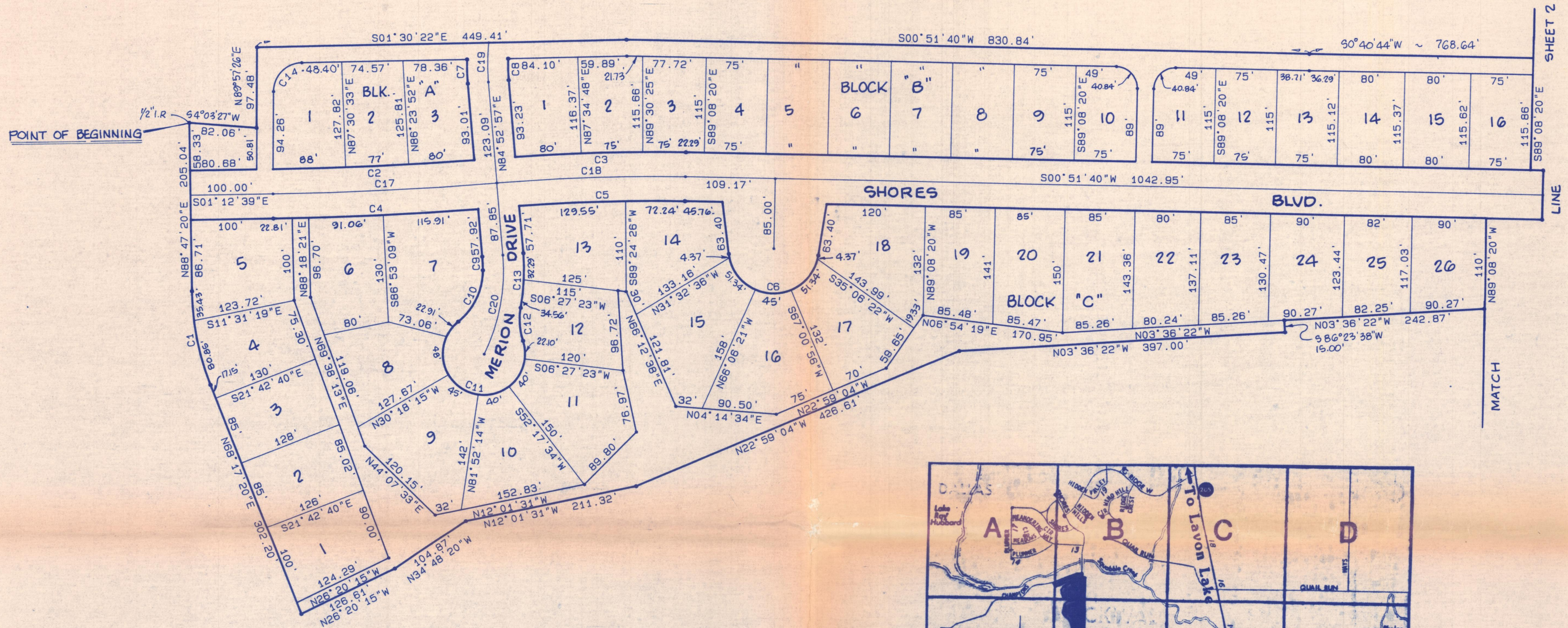
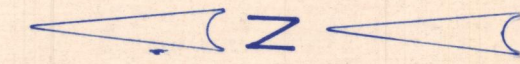
Mayor, City of Rockwall

City Secretary, City of Rockwall

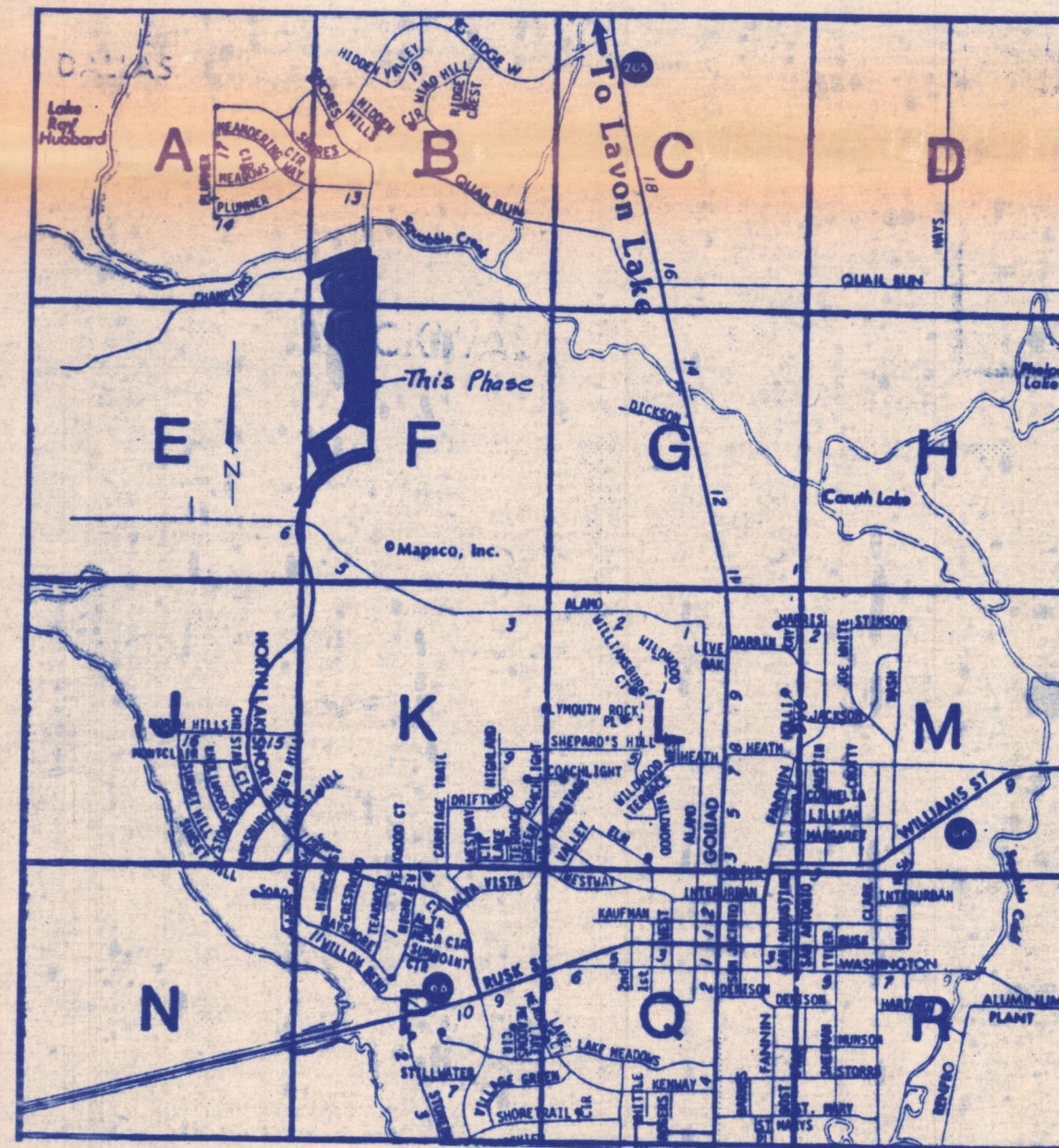
2
10

HAROLD L. EVANS CONSULTING ENGINEER		
2331 GUS THOMASSON RD. SUITE 102 DALLAS, TEXAS 75228 PHONE (214) 328-8133		
SCALE	DATE	JOB NO.
	8-13-90	9089

THE SHORES - PHASE TWO	
THOMAS DEAN SURVEY ~	ABSTRACT NO. 69
SAMUEL KING SURVEY ~	ABSTRACT NO. 131
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS	
Shores Country Club, Inc. ~ Owner ~ Jeff Barnes Tel. No. 214-238-0401 111 West Spring Valley Road - Richardson, Texas 75083-0160	



NO.	BEARING	CHORD	DELTA	RADIUS	LENGTH	TAN
C1	N78°32'20"E	115.66	20°30'00"	325.00	116.28	58.77
C2	S02°59'20"E	244.96	3°32'09"	3970.00	245.00	122.54
C3	S01°48'25"E	207.63	5°20'11"	2230.11	207.71	103.93
C4	S02°59'12"E	249.74	3°33'04"	4030.00	249.78	124.93
C5	S01°48'10"E	201.71	5°19'39"	2170.11	201.79	100.97
C6	S00°51'40"W	108.90	163°45'32"	55.00	157.20	385.46
C7	N87°55'23"E	29.18	6°04'53"	275.00	29.19	14.61
C8	N88°11'52"E	26.02	6°37'51"	225.00	26.04	13.03
C9	S87°13'03"W	16.54	4°40'12"	203.00	16.55	8.28
C10	N64°45'04"W	69.38	51°23'33"	80.00	71.76	38.49
C11	S16°02'18"W	82.01	249°48'48"	50.00	218.00	71.66
C12	N85°34'36"E	39.91	28°53'24"	80.00	40.34	20.61
C13	S87°32'53"E	66.66	15°08'21"	253.00	66.85	33.62
C14	S45°46'28"E	48.86	88°32'12"	35.00	54.08	34.12
C15	S45°51'40"W	36.77	90°00'00"	26.00	40.84	26.00
C16	S44°08'20"E	36.77	90°00'00"	26.00	40.84	26.00
C17	S03°09'51"E	272.68	3°54'24"	4000.00	272.73	136.42
C18	S02°07'42"E	229.47	3°58'43"	2200.11	229.58	114.89
C19	S89°39'07"E	47.62	10°55'52"	250.00	47.70	23.92
C20	N79°33'11"W	122.36	31°07'45"	228.00	123.87	63.51
C21	N41°20'17"E	45.61	81°19'07"	35.00	49.67	30.06
C22	S52°03'08"W	255.20	39°26'20"	378.17	260.31	135.55
C23	S67°16'02"W	105.24	9°00'31"	670.00	105.35	52.78
C24	N72°27'34"E	215.41	19°04'34"	650.00	216.41	109.22
C25	S45°28'36"W	654.63	73°02'30"	550.00	701.15	407.29
C26	N29°58'39"E	495.10	44°46'20"	650.00	507.92	267.73
C27	S52°14'12"W	5.86	0°30'04"	670.00	5.86	2.93
C28	N61°52'44"E	250.84	19°47'08"	730.00	252.09	127.31
C29	N36°18'59"E	369.12	70°54'38"	318.17	393.78	226.58
C30	N39°51'53"E	336.33	63°48'50"	318.17	354.37	198.10
C31	S36°18'59"W	438.73	70°54'38"	378.17	468.03	269.30
C32	S36°18'59"W	403.93	70°54'38"	348.17	430.91	247.94
C33	S61°52'44"W	240.53	19°47'08"	700.00	241.73	122.08
C34	S64°41'54"W	172.39	14°08'48"	700.00	172.83	86.86
C35	N45°05'51"E	720.51	73°48'01"	600.00	772.84	450.50
C36	N32°54'40"E	501.71	49°25'40"	600.00	517.61	276.15
C37	N69°48'41"E	253.31	24°22'21"	600.00	255.23	129.57



LOCATION MAP

1st Submission

1/3

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

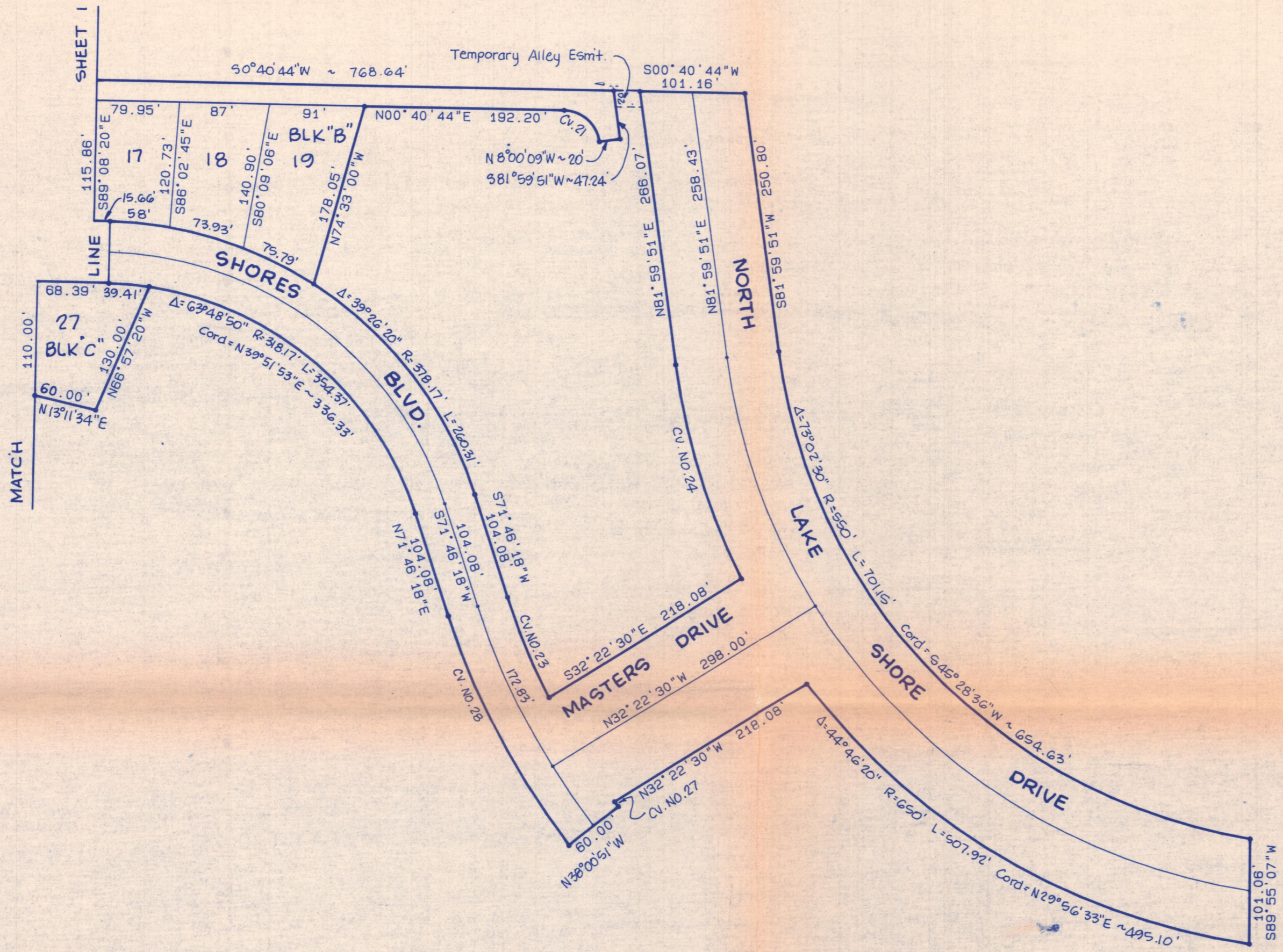
SCALE: 1"=100'
 DATE: AUG. 1990
 JOB NO.: 9089

THE SHORES-PHASE THREE

NATHAN BUTLER SURVEY ~ ABSTRACT NO. 21
 THOMAS DEAN SURVEY ~ ABSTRACT NO. 69

CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

Shores Country Club, Inc. (Jeff Barnes - Tel. No. 238-0401) - Owner
 111 West Spring Valley Road - Richardson, Texas 75083-0160



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

SCALE	DATE	JOB NO.
1" = 100'	AUG. 1990	9089

THE SHORES - PHASE THREE

NATHAN BUTLER SURVEY ~ ABSTRACT NO. 21
 THOMAS DEAN SURVEY ~ ABSTRACT NO. 69

CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

Shores Country Club, Inc. (Jeff Barnes - Tel. No. 238-0401) - Owner
 111 West Spring Valley Road - Richardson, Texas 75083-0160

WHEREAS: The Shores Country Club, Inc. is the owner of a tract of land situated in the Nathan Butler Survey, Abstract No. 21, Rockwall County, Texas, and being a part of that 166.635 acre tract of land described as Tract III in Deed to The Shores Country Club, Inc., recorded in Volume 547, Page 181, Deed Records, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found at the most Northerly Northeast corner of said 166.635 acre tract and the most Southerly Southeast corner of The Shores, Phase One, an addition to the City of Rockwall recorded in Slide A, Page 299, Plat Records, Rockwall County, Texas;
THENCE: South 4° 03' 27" West a distance of 82.06 feet with the most Northerly East line of said 166.635 acre tract to a 1/2" iron rod found for a corner;
THENCE: North 89° 57' 26" East a distance of 97.48 feet with the most Easterly North line of said 166.635 acre tract to a 1/2" iron rod found for a corner;
THENCE: South 1° 30' 22" East a distance of 449.41 feet with the East line of said 166.635 acre tract to a 1/2" iron rod found for a corner;
THENCE: South 0° 51' 40" West a distance of 830.84 feet continuing with the East lines of said 166.635 acre tract to a 1/2" iron rod found for a corner;
THENCE: South 0° 40' 44" West a distance of 768.64 feet continuing with the East lines of said 166.635 acre tract to a 1/2" iron rod set for a corner;
THENCE: Leaving said East lines and traversing said 166.635 acre tract as follows: South 81° 59' 51" West a distance of 47.24 feet to a 1/2" iron rod set for a corner; North 8° 00' 09" West a distance of 20.00 feet to a 1/2" iron rod set for a corner at the beginning of a curve to the left, having a central angle of 81° 19' 07", a radius of 35.00 feet, and a chord that bears North 41° 20' 17" East a distance of 45.61 feet; Along said curve an arc distance of 49.67 feet to a 1/2" iron rod set for a corner; North 0° 40' 44" East a distance of 192.20 feet to a 1/2" iron rod set for a corner; North 74° 33' 00" West a distance of 178.05 feet to a 1/2" iron rod set for a corner at the beginning of a curve to the right, having a central angle of 39° 26' 20", a radius of 378.17 feet, and a chord that bears South 52° 03' 08" West a distance of 255.20 feet; Along said curve an arc distance of 260.31 feet to a 1/2" iron rod set for a corner; South 71° 46' 18" West a distance of 104.08 feet to a 1/2" iron rod set for a corner at the beginning of a curve to the left, having a central angle of 9° 00' 31", a radius of 670.00 feet, and a chord that bears South 67° 16' 02" West a distance of 105.24 feet; Along said curve an arc distance of 105.34 feet to a 1/2" iron rod set for a corner; South 32° 22' 30" East a distance of 218.08 feet to a 1/2" iron rod set for a corner at the beginning of a curve to the right, having a central angle 19° 04' 34", a radius of 650.00 feet, and a chord that bears North 72° 27' 34" East a distance of 215.41 feet; Along said curve an arc distance of 216.41 feet to a 1/2" iron rod set for a corner; North 81° 59' 51" East a distance of 266.07 feet to a 1/2" iron rod set for a corner on the East line of said 166.635 acre tract;
THENCE: South 0° 40' 44" West a distance of 101.16 feet with the East line of said 166.635 acre tract to a 1/2" iron rod set for a corner;
THENCE: Leaving said East line and traversing said 166.635 acre tract as follows: South 81° 59' 51" West a distance of 250.80 feet to a 1/2" iron rod set for a corner at the beginning of a curve to the left, having a central angle of 73° 02' 30", a radius of 550.00 feet, and a chord that bears South 45° 28' 36" West a distance of 654.63 feet; Along said curve an arc distance of 701.15 feet to a 1/2" iron rod set for a corner on the South line of said 166.635 acre tract;
THENCE: South 89° 55' 07" West a distance of 101.06 feet with the South line of said 166.635 acre tract to a 1/2" iron rod set for a corner at the beginning of a curve to the right, having a central angle of 44° 46' 20", a radius of 650.00 feet, and a chord that bears North 29° 56' 33" East a distance of 495.10 feet;
THENCE: Leaving said South line and traversing said 166.635 acre tract as follows: Along said curve an arc distance of 507.92 feet to a 1/2" iron rod set for a corner; North 32° 22' 30" West a distance of 218.08 feet to a 1/2" iron rod set for a corner at the beginning of a curve to the left, having a central angle of 0° 30' 04", a radius of 670.00 feet, and a chord that bears South 52° 14' 12" West a distance of 5.86 feet; Along said curve an arc distance of 5.86 feet to a 1/2" iron rod set for a corner; North 38° 00' 51" West a distance of 60.00 feet to a 1/2" iron rod set for a corner at the beginning of curve to the right, having a central angle of 19° 47' 08", a radius of 730.00 feet, and a chord that bears North 61° 52' 44" East a distance of 250.84 feet; Along said curve an arc distance of 252.09 feet to a 1/2" iron rod set for a corner; North 71° 46' 18" East a distance of 104.08 feet to a 1/2" iron rod set for a corner at the beginning of a curve to the left, having a central angle of 63° 48' 50", a radius of 318.17 feet, and a chord that bears North 39° 51' 53" East a distance of 336.33 feet; Along said curve an arc distance of 354.37 feet to a 1/2" iron rod set for a corner; North 66° 57' 20" West a distance of 130.00 feet to a 1/2" iron rod set for a corner;
North 13° 11' 34" East a distance of 60.00 feet to a 1/2" iron rod set for a corner;
North 3° 36' 22" West a distance of 242.87 feet to a 1/2" iron rod set for a corner;
South 86° 23' 38" West a distance of 15.00 feet to a 1/2" iron rod set for a corner;
North 3° 36' 22" West a distance of 397.00 feet to a 1/2" iron rod set for a corner;
North 22° 59' 04" West a distance of 426.61 feet to a 1/2" iron rod set for a corner;
North 12° 01' 31" West a distance of 211.32 feet to a 1/2" iron rod set for a corner;
North 34° 48' 20" West a distance of 104.87 feet to a 1/2" iron rod set for a corner; and
North 26° 20' 15" West a distance of 126.61 feet to a 1/2" iron rod set for a corner on the Southerly line of Champions Drive, a 50 foot right-of-way and on the Southerly line of the previously mentioned Shores, Phase One;
THENCE: North 68° 17' 20" East a distance of 302.20 feet with said Southerly line to a 1/2" iron rod found for a corner at the beginning of a curve to the right, having a central angle of 20° 30' 00", a radius of 325.00 feet, and a chord that bears North 78° 32' 20" East a distance of 115.66 feet;
THENCE: Along said curve and continuing with said Southerly line an arc distance of 116.28 feet to a 1/2" iron rod found for a corner;
THENCE: North 88° 47' 20" East a distance of 205.04 feet continuing with said Southerly line to the Point of Beginning and containing 21.663 acres of land.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT The Shores Country Club, Inc. is the owner of said tract, and does hereby adopt this plat designating the hereinabove described property as The Shores Phase Three, an Addition to the City of Rockwall, Rockwall County, Texas, and does hereby dedicate to the public use forever the streets shown thereon, and does hereby reserve the easement strips shown on this plat for the purposes stated and for the mutual use and accommodation of all utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance, or efficiency of their respective system on any of these easement strips; and any public utility shall have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone. The City of Rockwall will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in this subdivision.

No house, dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until such time as the developer has complied with all requirements of the Platting Ordinance of the City of Rockwall regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets with the required base and paving, curb and gutter, drainage structures, and storm sewers, all according to the specifications of the City of Rockwall.

It shall be the policy of the City of Rockwall to withhold issuing building permits until all streets, water, sewer and storm drainage systems have been accepted by the City. The approval of a plat by the City does 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.

WITNESS MY HAND, at _____, Texas, this the _____ day of _____, 1990.

THE SHORES COUNTRY CLUB, INC.

By: _____

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 1990, by _____, the _____ of The Shores Country Club, Inc., on behalf of said Corporation.

Notary Public

SURVEYOR'S CERTIFICATE

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, Harold L. Evans, 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.

Harold L. Evans, P.E., Registered Public Surveyor No. 2146

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the _____ day of _____, 1990, by Harold L. Evans.

Notary Public

RECOMMENDED FOR FINAL APPROVAL

City Manager Date: _____

APPROVED

Chairman, Planning & Zoning Commission Date: _____

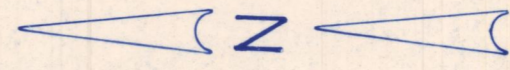
I hereby certify that the above and foregoing plat of The Shores Phase Three, an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the _____ day of _____, 1990.

Mayor, City of Rockwall City Secretary, City of Rockwall

3
3

HAROLD L. EVANS
CONSULTING ENGINEER
2331 GUS THOMASSON RD. SUITE 102
DALLAS, TEXAS 75228
PHONE (214) 328-8133
SCALE DATE JOB NO.
AUG. 1990 9089

THE SHORES - PHASE THREE
NATHAN BUTLER SURVEY ~ ABSTRACT NO. 21
THOMAS DEAN SURVEY ~ ABSTRACT NO. 69
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS
Shores Country Club, Inc. (Jeff Barnes - Tel. No. 238-0401) - Owner
111 West Spring Valley Road - Richardson, Texas 75083-0160



Parker Cemetery

Sanders Thompson

First Gibraltar Bank F.S.B.

Butler Cemetery

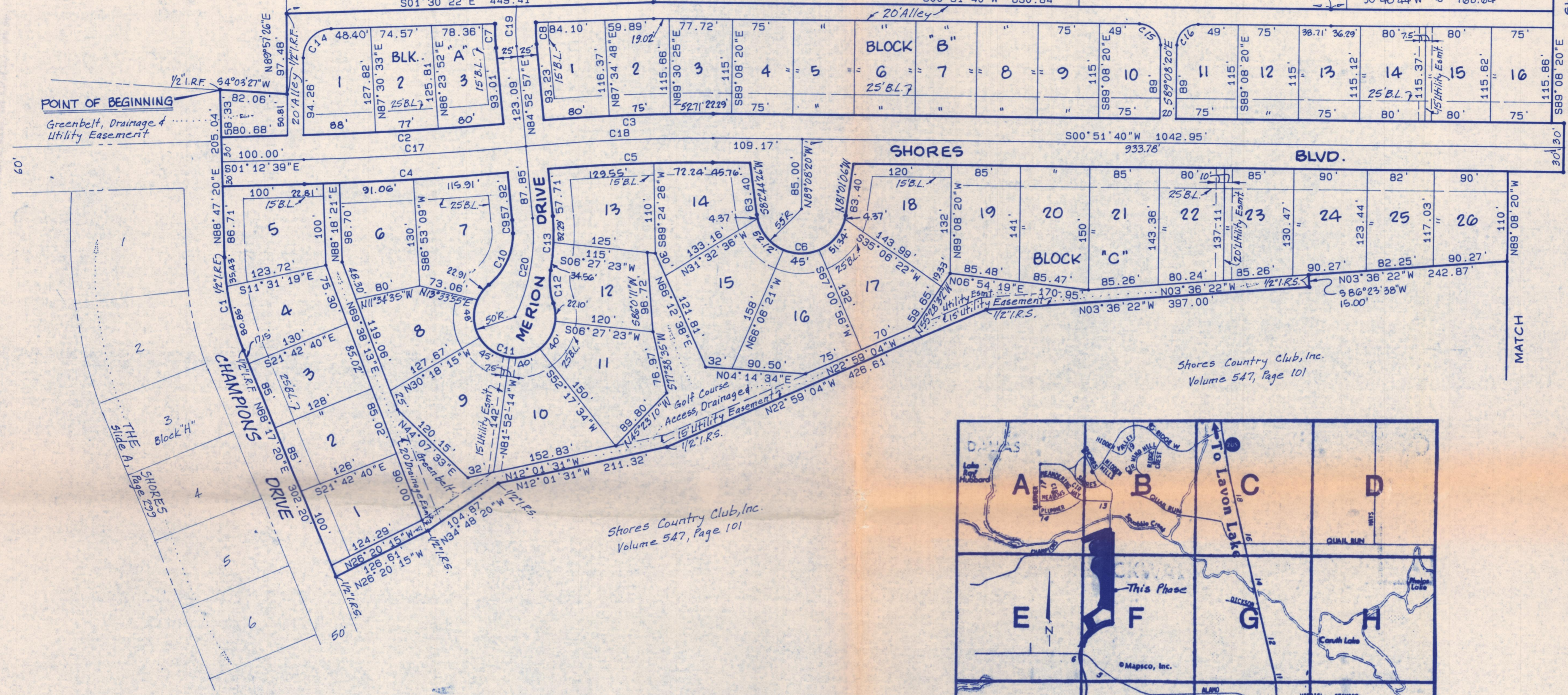
First Gibraltar Bank F.S.B.

POINT OF BEGINNING
Greenbelt, Drainage & Utility Easement

SHEET 2

LINE

MATCH



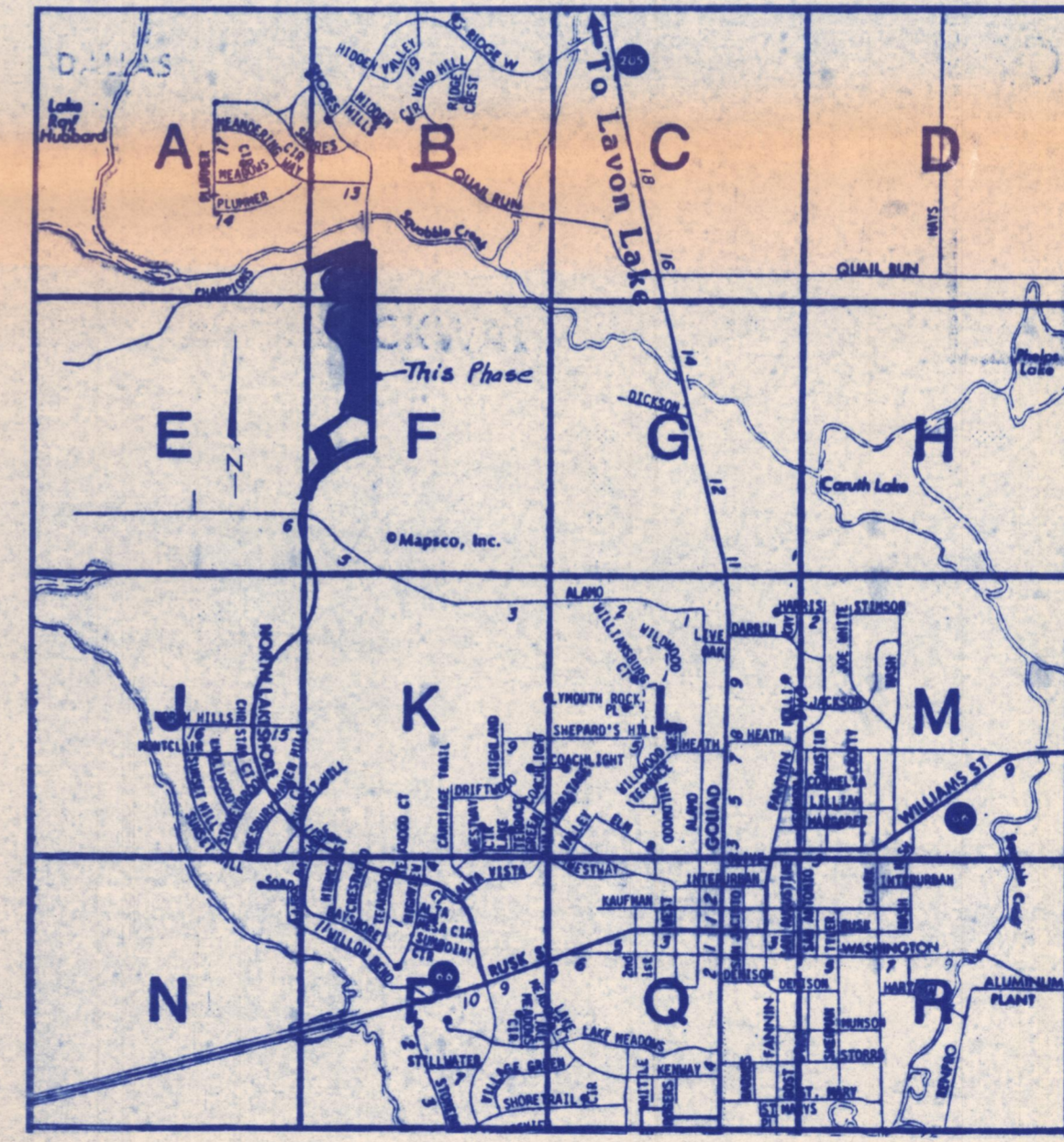
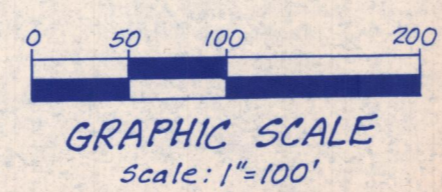
Shores Country Club, Inc.
Volume 547, Page 101

Shores Country Club, Inc.
Volume 547, Page 101

CURVE DATA

NO.	BEARING	CHORD	DELTA	RADIUS	LENGTH	TAN
C1	N78°32'20"E	115.66	20°30'00"	325.00	116.28	58.77
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C6	S00°51'40"W	108.90	163°45'32"	55.00	157.20	385.46
C7	N87°55'23"E	29.18	6°04'53"	275.00	29.19	14.61
C8	N88°11'52"E	26.02	6°37'51"	225.00	26.04	13.03
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C14	S45°46'28"E	48.86	88°32'12"	35.00	54.08	34.12
C15	S45°51'40"W	36.77	90°00'00"	26.00	40.84	26.00
C16	S44°08'20"E	36.77	90°00'00"	26.00	40.84	26.00
C17	S03°09'51"E	272.68	3°54'24"	4000.00	272.73	136.42
C18	S02°07'42"E	229.47	5°58'43"	2200.11	229.58	114.89
C19	S89°38'07"E	47.62	10°55'52"	250.00	47.70	23.92
C20	N79°33'11"W	122.36	31°07'45"	228.00	123.87	63.51
C21	N41°20'17"E	45.61	81°19'07"	35.00	49.67	30.06
C22	S52°03'08"W	255.20	39°26'20"	378.17	260.31	135.55
C23	S67°16'02"W	105.24	9°00'34"	670.00	105.35	52.78
C24	N72°27'34"E	215.41	19°04'34"	850.00	215.41	109.22
C25	S45°28'36"W	654.63	73°02'30"	550.00	701.15	407.29
C26	N29°56'33"E	495.10	44°46'20"	650.00	507.92	267.73
C27	S52°14'12"W	5.86	0°30'04"	670.00	5.86	2.93
C28	N61°52'44"E	250.84	19°47'08"	730.00	252.09	127.31
C29	N36°18'59"E	369.12	70°54'38"	348.17	393.78	226.58
C30	N39°51'53"E	336.33	63°48'50"	348.17	354.37	198.10
C31	S36°18'59"W	438.73	70°54'38"	378.17	468.03	269.30
C32	S36°18'59"W	403.93	70°54'38"	348.17	430.91	247.94
C33	S61°52'44"W	240.53	19°47'08"	700.00	241.73	122.08
C34	S64°41'54"W	172.39	14°08'48"	700.00	172.83	86.86
C35	N45°05'51"E	720.51	73°48'01"	600.00	772.84	450.50
C36	N32°54'40"E	501.71	49°25'40"	600.00	517.81	276.15
C37	N69°48'41"E	253.31	24°22'21"	600.00	255.23	129.57

Note: 1. All property corners, point of curvatures, and point of tangency are 1/2" iron rod set unless otherwise noted on plans.
2. No houses in this addition will be allowed to have garage doors that open facing the street.



LOCATION MAP

2nd Submission

18

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

SCALE	DATE	JOB NO.
1"=100'	AUG. 1990	9089

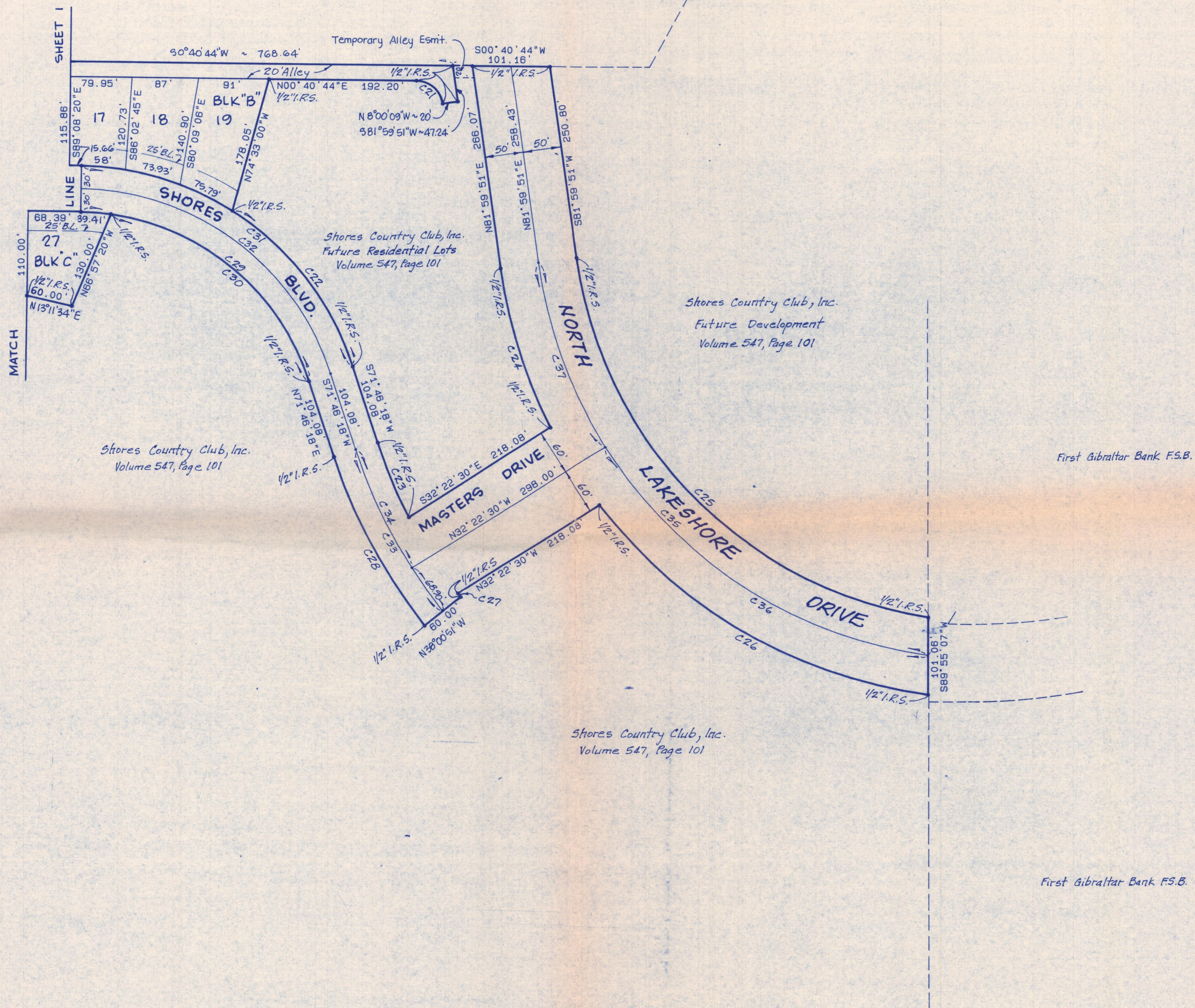
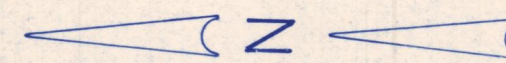
THE SHORES-PHASE THREE

NATHAN BUTLER SURVEY ~ ABSTRACT NO. 21
THOMAS DEAN SURVEY ~ ABSTRACT NO. 69

CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

Shores Country Club, Inc. (Jeff Barnes - Tel. No. 238-0401) - Owner
111 West Spring Valley Road - Richardson, Texas 75083-0160

First Gibraltar Bank F.S.B.



Note: 1. All property corners, point of curvatures, and point of tangency are 1/2" iron rod set unless otherwise noted on plans.
 2. No houses in this addition will be allowed to have garage doors that open facing the street.

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

SCALE	DATE	JOB NO.
1" = 100'	AUG. 1990	9089

THE SHORES - PHASE THREE

NATHAN BUTLER SURVEY ~ ABSTRACT NO. 21
 THOMAS DEAN SURVEY ~ ABSTRACT NO. 69

CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

Shores Country Club, Inc. (Jeff Barnes - Tel. No. 238-0401) - Owner
 111 West Spring Valley Road - Richardson, Texas 75083-0160

WHEREAS: The Shores Country Club, Inc. is the owner of a tract of land situated in the Nathan Butler Survey, Abstract No. 21, and the Thomas Dean Survey, Abstract No. 69, Rockwall County, Texas, and being a part of that 166.635 acre tract of land described as Tract III in Deed to The Shores Country Club, Inc.; Recorded in Volume 547, Page 101, Deed Records, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found at the most Northerly Northeast corner of said 166.635 acre tract and the most Southerly Southeast corner of The Shores, Phase One, an addition to the City of Rockwall, recorded in Slide A. Page 299, Plat Records, Rockwall County, Texas;
THENCE: South 4° 03' 27" West a distance of 82.06 feet with the most Northerly East line of said 166.635 acre tract to a 1/2" iron rod found for a corner;
THENCE: North 89° 57' 26" East a distance of 97.48 feet with the most Easterly North line of said 166.635 acre tract to a 1/2" iron rod found for a corner;
THENCE: South 1° 30' 22" East a distance of 449.41 feet with the East line of said 166.635 acre tract to a 1/2" iron rod found for a corner;
THENCE: South 0° 51' 40" West a distance of 830.84 feet continuing with the East lines of said 166.635 acre tract to a 1/2" iron rod found for a corner;
THENCE: South 0° 40' 44" West a distance of 768.64 feet continuing with the East lines of said 166.635 acre tract to a 1/2" iron rod set for a corner;
THENCE: Leaving said East lines and traversing said 166.635 acre tract as follows: South 81° 59' 51" West a distance of 47.24 feet to a 1/2" iron rod set for a corner; North 8° 00' 09" West a distance of 20.00 feet to a 1/2" iron rod set for a corner at the beginning of a curve to the left, having a central angle of 81° 19' 07", a radius of 35.00 feet, and a chord that bears North 41° 20' 17" East a distance of 45.61 feet; Along said curve an arc distance of 49.67 feet to a 1/2" iron rod set at the point of tangency; North 0° 40' 44" East a distance of 192.20 feet to a 1/2" iron rod set for a corner; North 74° 33' 00" West a distance of 178.05 feet to a 1/2" iron rod set for a corner at the beginning of a curve to the right, having a central angle of 39° 26' 20", a radius of 378.17 feet, and a chord that bears South 52° 03' 08" West a distance of 255.20 feet; Along said curve an arc distance of 260.31 feet to a 1/2" iron rod set at the point of tangency; South 71° 46' 18" West a distance of 104.08 feet to a 1/2" iron rod set for a corner at the beginning of a curve to the left, having a central angle of 9° 00' 31", a radius of 670.00 feet, and a chord that bears South 67° 16' 02" West a distance of 105.24 feet; Along said curve an arc distance of 105.35 feet to a 1/2" iron rod set at the point of tangency; South 32° 22' 30" East a distance of 218.08 feet to a 1/2" iron rod set for a corner at the beginning of a curve to the right, having a central angle of 19° 04' 34", a radius of 650.00 feet, and a chord that bears North 72° 27' 34" East a distance of 215.41 feet; Along said curve an arc distance of 216.41 feet to a 1/2" iron rod set at the point of tangency; North 81° 59' 51" East a distance of 266.07 feet to a 1/2" iron rod set for corner on the East line of said 166.635 acre tract;
THENCE: South 0° 40' 44" West a distance of 101.16 feet with the East line of said 166.635 acre tract to a 1/2" iron rod set for a corner;
THENCE: Leaving said East line and traversing said 166.635 acre tract as follows: South 81° 59' 51" West a distance of 250.80 feet to a 1/2" iron rod set for a corner at the beginning of a curve to the left, having a central angle of 73° 02' 30", a radius of 550.00 feet, and a chord that bears South 45° 28' 36" West a distance of 654.63 feet; Along said curve an arc distance of 701.15 feet to a 1/2" iron rod set for a corner on the South line of said 166.635 acre tract;
THENCE: South 89° 55' 07" West a distance of 101.06 feet with the South line of said 166.635 acre tract to a 1/2" iron rod set for a corner at the beginning of a curve to the right, having a central angle of 44° 46' 20", a radius of 650.00 feet, and a chord that bears North 29° 56' 33" East a distance of 495.10 feet;
THENCE: Leaving said South line and traversing said 166.635 acre tract as follows: Along said curve an arc distance of 507.92 feet to a 1/2" iron rod set at the point of tangency; North 32° 22' 30" West a distance of 218.08 feet to a 1/2" iron rod set for a corner at the beginning of a curve to the left, having a central angle of 0° 30' 04", a radius of 670.00 feet, and a chord that bears South 52° 14' 12" West a distance of 5.86 feet; Along said curve an arc distance of 5.86 feet to a 1/2" iron rod set at the point of tangency; North 38° 00' 51" West a distance of 60.00 feet to a 1/2" iron rod set for a corner at the beginning of a curve to the right, having a central angle of 19° 47' 08", a radius of 730.00 feet, and a chord that bears North 61° 52' 44" East a distance of 250.84 feet; Along said curve an arc distance of 252.09 feet to a 1/2" iron rod set at the point of tangency; North 71° 46' 18" East a distance of 104.08 feet to a 1/2" iron rod set for a corner at the beginning of a curve to the left, having a central angle of 63° 48' 50", a radius of 318.17 feet, and a chord that bears North 39° 51' 53" East a distance of 336.33 feet; Along said curve an arc distance of 354.37 feet to a 1/2" iron rod set at the point of tangency; North 66° 57' 20" West a distance of 130.00 feet to a 1/2" iron rod set for a corner; North 13° 11' 34" East a distance of 60.00 feet to a 1/2" iron rod set for a corner; North 3° 36' 22" West a distance of 242.87 feet to a 1/2" iron rod set for a corner; South 86° 23' 38" West a distance of 15.00 feet to a 1/2" iron rod set for a corner; North 3° 36' 22" West a distance of 397.00 feet to a 1/2" iron rod set for a corner; North 22° 59' 04" West a distance of 426.61 feet to a 1/2" iron rod set for a corner; North 12° 01' 31" West a distance of 211.32 feet to a 1/2" iron rod set for a corner; North 34° 48' 20" West a distance of 104.87 feet to a 1/2" iron rod set for a corner; and North 26° 20' 15" West a distance of 126.61 feet to a 1/2" iron rod set for a corner on the Southerly line of Champions Drive, a 50 foot right-of-way and on the Southerly line of the previously mentioned Shores, Phase One;
THENCE: North 68° 17' 20" East a distance of 302.20 feet with said Southerly line to a 1/2" iron rod found for a corner at the beginning of a curve to the right, having a central angle of 20° 30' 00", a radius of 325.00 feet, and a chord that bears North 78° 32' 20" East a distance of 115.66 feet;
THENCE: Along said curve and continuing with said Southerly line an arc distance of 116.28 feet to a 1/2" iron rod found at the point of tangency;
THENCE: North 88° 47' 20" East a distance of 205.04 feet continuing with said Southerly line to the Point of Beginning and containing 21.663 acres of land.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:
THAT The Shores Country Club, Inc. is the owner of said tract, and does hereby adopt this plat, designating the hereinabove described property as The Shores Phase Three, an Addition to the City of Rockwall, Rockwall County, Texas, and does hereby dedicate to the public use forever the streets shown thereon, and does hereby reserve the easement strips shown on this plat for the purposes stated and for the mutual use and accommodation of all utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance, or efficiency of their respective system on any of these easement strips; and any public utility shall have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone. The City of Rockwall will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in this subdivision.

No house, dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until such time as the developer has complied with all requirements of the Platting Ordinance of the City of Rockwall regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets with the required base and paving, curb and gutter, drainage structures, and storm sewers, all according to the specifications of the City of Rockwall.

It shall be the policy of the City of Rockwall to withhold issuing building permits until all streets, water, sewer and storm drainage systems have been accepted by the City. The approval of a plat by the City does 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.

WITNESS MY HAND, at _____, Texas, this the _____ day of _____, 1990.

THE SHORES COUNTRY CLUB, INC.

By: _____

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 1990, by _____, the _____ of The Shores Country Club, Inc., on behalf of said Corporation.

Notary Public _____

SURVEYOR'S CERTIFICATE

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:
THAT I, Harold L. Evans, 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.

Harold L. Evans, P.E., Registered Public Surveyor No. 2146

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the _____ day of _____, 1990, by Harold L. Evans.

Notary Public _____

RECOMMENDED FOR FINAL APPROVAL

City Manager Date: _____

APPROVED

Chairman, Planning & Zoning Commission Date: _____

I hereby certify that the above and foregoing plat of The Shores Phase Three, an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the _____ day of _____, 1990.

Mayor, City of Rockwall City Secretary, City of Rockwall

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18

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

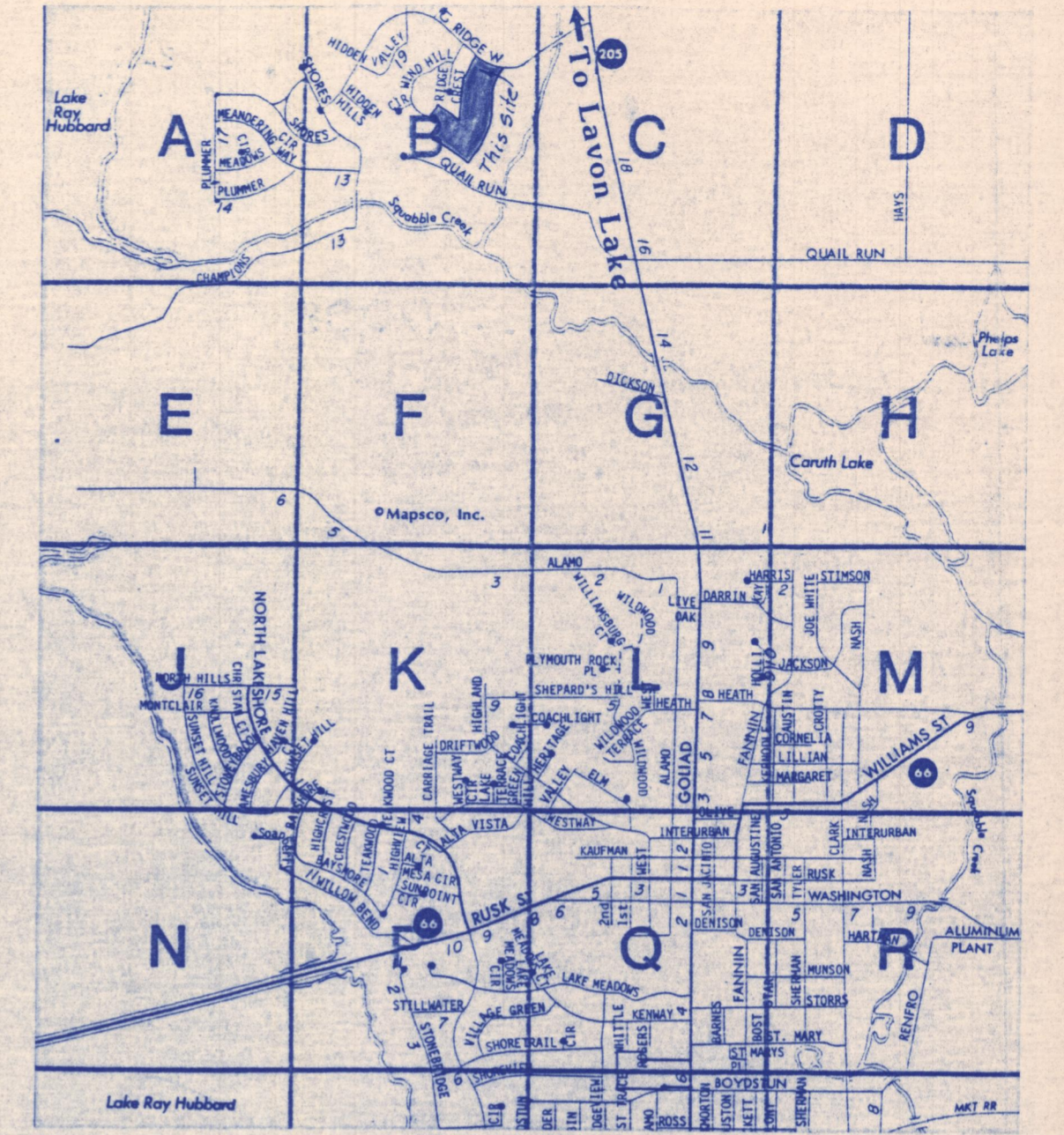
SCALE	DATE	JOB NO.
	AUG. 1990	9089

THE SHORES - PHASE THREE

NATHAN BUTLER SURVEY ~ ABSTRACT NO. 21
THOMAS DEAN SURVEY ~ ABSTRACT NO. 69

CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

Shores Country Club, Inc. (Jeff Barnes - Tel. No. 238-0401) - Owner
111 West Spring Valley Road - Richardson, Texas 75083-0160

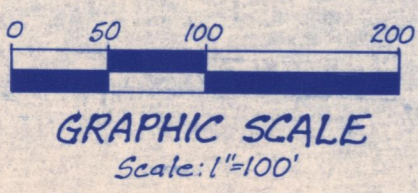
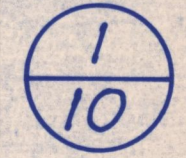


LOCATION MAP

CURVE DATA

NO.	BEARING	CHORD	DELTA	RADIUS	LENGTH	TAN
C1	N75°01'09"W	22.38	1°17'56"	987.33	22.38	11.19
C2	S88°11'37"E	290.71	14°57'00"	1117.33	291.54	146.60
C3	N19°13'26"E	282.19	32°46'53"	500.00	286.07	147.07
C4	S80°57'08"E	299.28	27°04'01"	639.45	302.08	153.91
C5	S12°58'08"W	49.28	20°16'20"	140.00	49.53	25.03
C6	S14°13'29"W	183.88	22°47'01"	465.47	185.09	93.79
C7	N63°54'31"W	22.38	0°57'00"	1350.00	22.38	11.19
C8	S18°20'42"W	165.51	27°01'29"	354.18	167.06	85.11
C9	S17°04'44"W	138.04	28°29'31"	280.47	139.47	71.21
C10	S18°20'42"W	142.15	27°01'29"	304.18	143.47	73.10
C11	S17°04'44"W	162.65	28°29'31"	330.47	164.34	83.90
C12	N82°04'50"W	104.49	4°36'23"	1300.00	104.52	52.29
C13	N58°28'18"W	50.00	2°12'13"	1300.00	50.00	25.00
C14	N84°52'11"W	229.42	19°00'00"	695.00	230.47	116.30
C15	N59°52'36"W	212.17	9°00'50"	1350.00	212.38	106.41
C16	N84°52'11"W	212.91	19°00'00"	645.00	213.89	107.94
C17	S12°58'08"W	56.32	20°16'20"	160.00	56.61	28.60
C18	S14°13'29"W	175.98	22°47'01"	445.47	177.14	89.76
C19	N18°43'54"E	90.66	31°47'51"	165.47	91.83	47.13
C20	N20°11'24"E	72.55	28°52'51"	145.47	73.33	37.46
C21	N27°29'04"W	28.50	66°28'05"	26.00	30.16	17.04
C22	N58°20'19"W	41.71	7°21'27"	325.00	41.73	20.90
C23	N65°34'35"W	142.03	21°49'59"	375.00	142.90	72.33
C24	S18°20'42"W	153.83	27°01'29"	329.18	155.26	79.10
C25	S17°04'44"W	150.34	28°29'31"	305.47	151.90	77.56
C26	N59°52'36"W	208.24	9°00'50"	1325.00	208.45	104.44
C27	N61°31'46"W	131.95	5°42'30"	1325.00	132.01	66.06
C28	N57°01'21"W	76.43	3°18'20"	1325.00	76.44	38.23
C29	N64°52'11"W	221.18	19°00'00"	670.00	222.18	112.12

1st Submission



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

SCALE	DATE	JOB NO.
1"=100'	8-13-90	9089

THE SHORES - PHASE FOUR

THOMAS DEAN SURVEY ~ ABSTRACT NO.69
SAMUEL KING SURVEY ~ ABSTRACT NO.131

CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

Shores Country Club, Inc. ~ Owner - Jeff Barnes Tel. No. 214-238-0401
111 West Spring Valley Road - Richardson, Texas 75083 - 0160

STATE OF TEXAS
COUNTY OF ROCKWALL

OWNER'S CERTIFICATE

WHEREAS: The Shores Country Club, Inc. is the owner of a tract of land situated in the Thomas Dean Survey, Abstract No. 69, and the Samuel King Survey, Abstract No. 131, Rockwall County, Texas, and being a part of that 20.514 acre tract of land described as Tract II in Deed to The Shores Country Club, Inc., Recorded in Volume 547, Page 101, Deed Records, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in a public road at the Southwest corner of said 20.514 acre tract and the most Easterly Southeast corner of The Shores Phase One, an addition to the City of Rockwall, Recorded in Slide A, Page 299, Plat Records, Rockwall County, Texas;

THENCE: Along the most Easterly lines of said Addition as follows: North 15° 37' 49" East a distance of 203.28 feet to an 1/2" iron rod found for a corner on a curve to the left, having a central angle of 1° 17' 56", a radius of 987.33 feet, and a chord that bears North 75° 01' 09" West a distance of 22.38 feet; Along said curve an arc distance of 22.38 feet to a 1/2" iron rod found for a corner; North 14° 19' 53" East a distance of 130.00 feet to a 1/2" iron rod found for a corner on a curve to the right, having a central angle of 14° 57' 00", a radius of 1117.33 feet, and a chord that bears South 68° 11' 37" East a distance of 290.71 feet; Along said curve an arc distance of 291.54 feet to a 1/2" iron rod found for a corner; South 60° 43' 07" East a distance of 79.67 feet to a 1/2" iron rod found for a corner; North 2° 49' 58" East a distance of 380.04 feet to a 1/2" iron rod found for a corner at the beginning of a curve to the right, having a central angle of 32° 46' 53", a radius of 500.00 feet, and a chord that bears North 19° 13' 26" East a distance of 282.19 feet; Along said curve an arc distance of 286.07 feet to a 1/2" iron rod found for a corner on the Southerly line of Ridge Road West, an 80 foot right-of-way and on an intersecting curve to the left, having a central angle of 27° 04' 01", a radius of 639.45 feet, and a chord that bears South 60° 57' 08" East a distance of 299.28 feet;

THENCE: Along the Southerly line of Ridge Road West an arc distance of 302.08 feet to a 1/2" iron rod set for a corner;

THENCE: Leaving the Southerly line of Ridge Road West and traversing said 20.514 acre tract as follows: South 23° 06' 18" West a distance of 113.88 feet to a 1/2" iron rod set for a corner at the beginning of a curve to the left, having a central angle of 20° 16' 20", a radius of 140.00 feet, and a chord that bears South 12° 58' 08" West a distance of 49.28 feet; Along said curve an arc distance of 49.53 feet to a 1/2" iron rod set for a corner; South 2° 49' 58" West a distance of 363.22 feet to a 1/2" iron rod set for a corner at the beginning of a curve to the right, having a central angle of 22° 47' 01", a radius of 465.47 feet, and a chord that bears South 14° 13' 29" West a distance of 183.88 feet; Along said curve an arc distance of 185.09 feet to a 1/2" iron rod set for a corner; South 25° 36' 59" West a distance of 113.33 feet to a 1/2" iron rod set for a corner; South 64° 23' 01" East a distance of 43.64 feet to a 1/2" iron rod set for a corner; South 25° 36' 59" West a distance of 50.00 feet to a 1/2" iron rod set for a corner; North 64° 23' 01" West a distance of 7.50 feet to a 1/2" iron rod set for a corner; and South 25° 36' 59" West a distance of 145.00 feet to a 1/2" iron rod set for a corner in a public road and on the South line of said 20.514 acre tract;

THENCE: With said Public Road and the South lines of said 20.514 acre tract as follows: North 64° 23' 01" West a distance of 111.48 feet to a 1/2" iron rod found for a corner; North 62° 01' 03" West a distance of 209.91 feet to a 1/2" iron rod found for a corner; North 54° 39' 36" West a distance of 245.77 feet to a 1/2" iron rod found for a corner; and North 76° 29' 35" West a distance of 74.14 feet to the Point of Beginning and containing 9.837 acres of land.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT The Shores Country Club, Inc. is the owner of said tract, and does hereby adopt this plat designating the hereinabove described property as The Shores Phase Four, an Addition to the City of Rockwall, Rockwall County, Texas, and does hereby dedicate to the public use forever the streets shown thereon, and does hereby reserve the easement strips shown on this plat for the purposes stated and for the mutual use and accommodation of all utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction maintenance, or efficiency of their respective system on any of these easement strips; and any public utility shall have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone. The City of Rockwall will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in this subdivision.

No house, dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until such time as the developer has complied with all requirements of the Platting Ordinance of the City of Rockwall regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets with the required base and paving, curb and gutter, drainage structures, and storm sewers, all according to the specifications of the City of Rockwall.

It shall be the policy of the City of Rockwall to withhold issuing building permits until all streets, water, sewer and storm drainage systems have been accepted by the City. 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.

WITNESS MY HAND, at _____, Texas, this the _____ day of _____, 1990.

THE SHORES COUNTRY CLUB, INC.

By: _____

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 1990, by _____, the _____ of The Shores Country Club, Inc., on behalf of said Corporation.

Notary Public

SURVEYOR'S CERTIFICATE

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, Harold L. Evans, 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.

Harold L. Evans, P.E., Registered Public Surveyor No. 2146

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the _____ day of _____, 1990, by Harold L. Evans.

Notary Public

RECOMMENDED FOR FINAL APPROVAL

Date: _____

APPROVED

Date: _____

Chairman, Planning & Zoning Commission

I hereby certify that the above and foregoing plat of The Shores Phase Four, an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the _____ day of _____, 1990.

Mayor, City of Rockwall

City Secretary, City of Rockwall

2
10

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

SCALE	DATE	JOB NO.
	8-13-90	9089

THE SHORES - PHASE FOUR

THOMAS DEAN SURVEY ~ ABSTRACT NO. 69
SAMUEL KING SURVEY ~ ABSTRACT NO. 131

CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

Shores Country Club, Inc. ~ Owner ~ Jeff Barnes Tel. No. 214-238-0401
111 West Spring Valley Road - Richardson, Texas 75083-0160

PLAT REVIEW

* _____ Preliminary Plat

_____ Final Plat

Name of Proposed Subdivision Shores - Phase

Location of Proposed Subdivision _____

Name of Subdivider _____

Date Submitted _____ Date of Review _____

* Total Acreage _____ No. of Lots _____

Review Checklist

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
* 1. Was the proper application submitted and checklist? (attach copy)			
2. Were the proper number of copies submitted?	<u>✓</u>	_____	_____
3. Is scale 1" = 100' (Specify scale if different) Scale = _____	<u>✓</u>	_____	_____
* 4. Is the subdivision name acceptable?	<u>✓</u>	_____	_____
5. Comments: need to be amended			

Phase (4)

need to change the name of the subdivision to Phase 2

need to add statement on plat that no front entry garage shall have doors facing the street.

need to amend with ed to block from previous phase

Block "A" 20-31
Block - 18-21

Planning and Zoning

1. What is the proposed use? SF
 2. What is the proposed density? N/A
 3. What is the existing zoning? PD -3
- | | <u>Yes</u> | <u>No</u> | <u>N/A</u> |
|--|-------------------------------------|-------------------------------------|-------------------------------------|
| 4. Is the plan zoned properly? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Does the use conform to the Land Use Plan? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Is this tract taken out of a larger tract | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Will the development landlock another property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. Is this project subject to the provisions of the Concept Plan Ordinance? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Has a Concept Plan been been Provided and Approved | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. Does the plan conform to the Master Park Plan? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Does plan conform to the Comprehensive Zoning Ordinance of approved PD Ordinance? | | | |
| a. Lot Size | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Building Line | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Parking | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d. Buffering | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e. Site Plan | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f. Other | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 12. Has the City Planner reviewed and commented on the plan?
(If so, attach copy of Review) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

13. Does the plan exhibit good planning in general layout, access, and vehicular and pedestrian circulation?

14. Comments:

Yes No N/A

Engineering

1. Streets and Traffic

a. Does the plan conform to the Master Thoroughfare Plan?

b. Is adequate right-of-way provided for any major thoroughfares or collectors?

c. Is any additional right-of-way provided for all streets and alleys?

d. Is any additional right-of-way required?

e. Is there adequate road access to the proposed project?

f. Will escrowing of funds or construction of sub-standard roads be required? *Yes* *they are under way*

g. Do proposed streets and alleys align with adjacent right-of-way?

h. Do the streets and alleys conform to City regulations and specifications?

- * i. Are the street names acceptable?
- j. Is a traffic analysis needed?
- k. Comments:

2. Utilities

- a. Does the Plan conform to the Master Utility Plan?
- b. Are all lines sized adequately to handle development?
 - 1. Water
 - 2. Sewer
- c. Is additional line size needed to handle future development?
 - 1. Water
 - 2. Sewer
- d. Is there adequate capacity in sewer outfall mains, treatment plants and water transmission lines to handle the proposed development?
- e. Are all necessary easements provided?
- f. Do all easements have adequate access?
- g. Are any off site easements required?
- h. Have all appropriate agencies reviewed and approved plans?
 - 1. Electric
 - 2. Gas
 - 3. Telephone
 - 4. Cable

- i. Does the drainage conform to City regulations and specifications?
- j. Do the water and sewer plans conform to City regulations and specifications?
- k. Is there adequate fire protection existing or planned?
- l. Comments:

_____	_____	_____
_____	_____	_____
_____	_____	_____

General Requirements

- 1. Has the City Engineer reviewed and approved the plan?
- 2. Does the final plat conform to the City's Flood Plain Regulations?
- 3. Does the final plat conform to the preliminary plat as approved?
- 4. Staff Comments:

✓	_____	_____
✓	_____	_____
✓	_____	_____

Time Spent on Review

<u>Name</u>	<u>Date</u>	<u>Time Spent (hours)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Phase (2)

- need to rename phase
- need budget lines on plat
- need to designate what tract is on top right so. 81 x 80.06.
- need to designate the open space behind golf course lots
- do we need any easements?
- need to state future lots in area - this will have to be replatted.
- what is width on masters Drive

DETAIL OF SHORES PHASE 2 AND 3

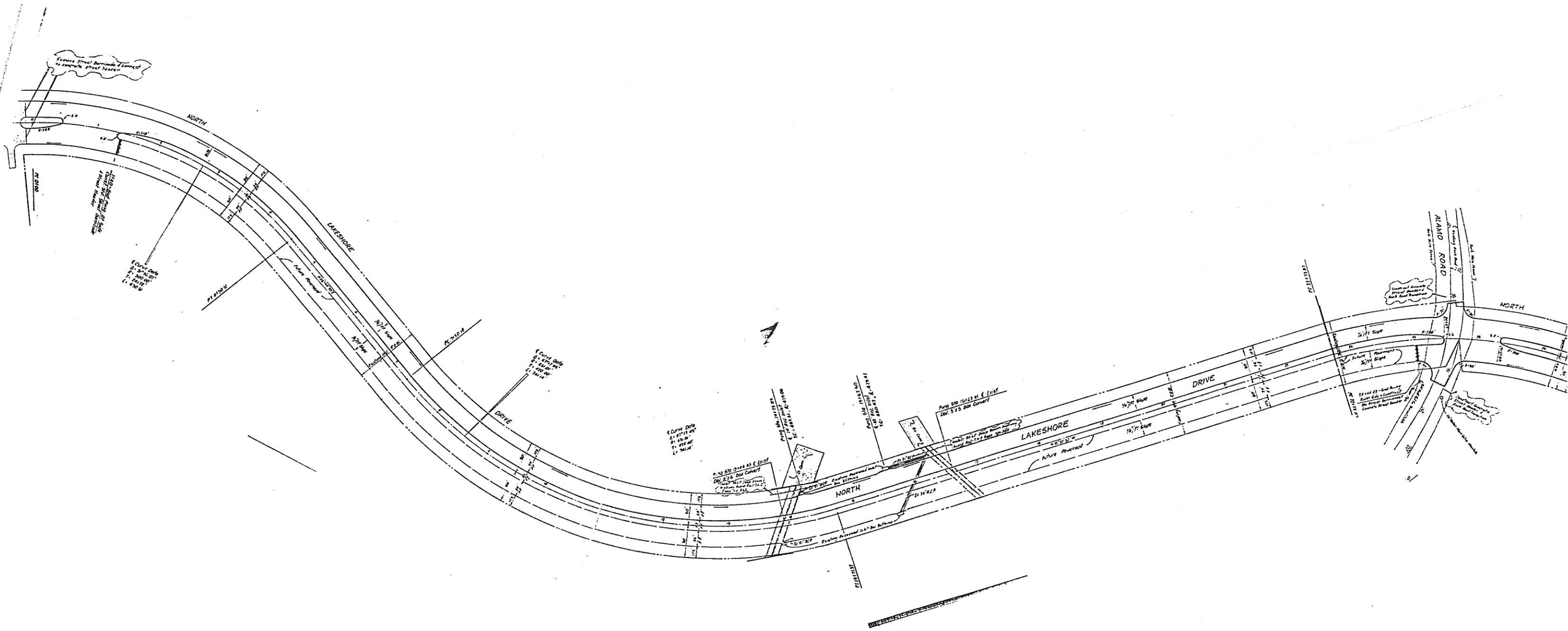
PLATTING COSTS

I.	Engineering Review -		
	Dub Douphrate	20 hr x \$22.85 =	\$ 457.00
	Bruce Hanby	20 hr x \$14.88 =	\$ 297.60
II.	Zoning and Platting Review -		
	Julie Couch	10 hr x \$25.13 =	\$ 251.30
III.	Consultant Review (Prorated) - for N. Lakeshore Alignment (for Phase 3)		
	Master Plan	=	\$ 186.15
Total Review Costs =			\$1192.05

Pro Rata on N. Lakeshore Dr.

Total Costs Incurred for North Lakeshore Drive -

	Master Plan		= \$4679.37
<u>Property Included</u>	<u>Acreage</u>	<u>%</u>	<u>Expense</u>
First Gibraltar	184	33.7	1576.95
Shores	167	30.6	1431.89
Thompson	90	16.5	772.10
Coats Tract	68	12.4	580.24
Tract 4	6	1.1	51.47
Tract 8	<u>31</u>	<u>5.7</u>	<u>266.72</u>
Total:	545	100.00%	4679.37
Phase 3 of Shores			
(percentages of			
Total Shores Tract)			
	21.66	13%	\$186.15



LOT AREAS
SHORES PHASE THREE

<u>BLOCK A</u>		<u>BLOCK B</u>		<u>BLOCK C</u>	
<u>LOT NO.</u>	<u>AREA</u>	<u>LOT NO.</u>	<u>AREA</u>	<u>LOT NO.</u>	<u>AREA</u>
1	10,686	1	9,718	1	11,863
2	9,618	2	8,933	2	10,795
3	9,744	3	8,793	3	10,965
		4	8,625	4	11,140
		5	8,625	5	12,682
		6	8,625	6	12,370
		7	8,625	7	15,721
		8	8,625	8	11,995
		9	8,625	9	14,975
		10	8,480	10	12,773
		11	8,420	11	14,093
		12	8,625	12	11,432
		13	8,627	13	12,653
		14	9,219	14	12,900
		15	9,240	15	14,325
		16	8,681	16	17,682
		17	8,995	17	12,415
		18	10,332	18	13,973
		19	12,343	19	11,603
				20	12,367
				21	12,467
				22	11,219
				23	11,372
				24	11,426
				25	9,859
				26	10,216
				27	9,865

LOT AREAS
SHORES PHASE FOUR

<u>BLOCK A</u>	
<u>LOT NO.</u>	<u>AREA</u>
1	11,364
2	11,533
3	11,750
4	12,355
5	10,159
6	9,142
7	9,118
8	9,085
9	9,085
10	9,085
11	9,085
12	9,321
13	9,472
14	10,534

<u>BLOCK B</u>	
<u>LOT NO.</u>	<u>AREA</u>
1	10,934
2	9,456
3	9,451
4	9,085
5	9,085
6	9,085
7	9,085
8	9,100
9	9,526
10	10,309

<u>BLOCK C</u>	
<u>LOT NO.</u>	<u>AREA</u>
1	10,081
2	10,080
3	10,256
4	10,312
5	10,325
6	9,775
7	9,556
8	9,527

STATE OF TEXAS
COUNTY OF ROCKWALL

CHAMPIONS DRIVE DEDICATION

WHEREAS, The Shores Country Club, Inc. is the owner of a tract of land situated in the Nathan Butler Survey, Abstract No. 21, Rockwall County, Texas, and being a part of that 166.635 acre tract of land described as Tract III in deed to The Shores Country Club, Inc., recorded in Volume 547, Page 101, Deed Records, Rockwall County, Texas, and being more particularly described as follows:

BEING a tract of land situated in the Nathan Butler Survey, Abstract No. 21, Rockwall County, Texas, and being a part of The Shores Club House Phase, an addition to the City of Rockwall, recorded in Slide A, Page 312, Plat Records, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found at the Southwest corner of The Club House Tract, a Replat of Part of The Shores Club House Phase, an addition to the City of Rockwall, recorded in Slide C, Page 58, Plat Records, Rockwall County, Texas, said iron rod also being the Southwest corner of Champions Drive, a 50 foot right-of-way;

THENCE: Along the Southerly line of said Club House Phase as follows: South 78 Degrees 33' 02" West a distance of 106.75 feet to a 1/2" iron rod found at the beginning of a curve to the left, having a central angle of 19 Degrees 36' 21", a radius of 175.00 feet, and a chord that bears South 68 Degrees 44' 52" West a distance of 59.59 feet; Along said curve an arc distance of 59.88 feet to a 1/2" iron rod found at the point of reverse curvature of a curve to the right, having a central angle of 50 Degrees 13' 22", a radius of 225.00 feet, and a chord that bears South 84 Degrees 03' 22" West a distance of 190.97 feet; and Along said curve an arc distance of 197.22 feet to a 1/2" iron rod found for a corner;

THENCE: Leaving said Southerly line and traversing said Club House Phase as follows: North 19 Degrees 10' 03" East a distance of 50.00 feet to a 1/2" iron rod set for a corner on a curve to the left, having a central angle of 50 Degrees 13' 22", a radius of 175.00 feet, and a chord that bears North 84 Degrees 03' 22" East a distance of 143.53 feet; Along said curve an arc distance of 153.40 feet to a 1/2" iron rod set for a corner at the point of reverse curvature of a curve to the right, having a central angle of 19 Degrees 36' 21", a radius of 225.00 feet, and a chord that bears North 68 Degrees 44' 52" East a distance of 76.62 feet; Along said curve an arc distance of 76.99 feet to a 1/2" iron rod set for a corner; and North 78 Degrees 33' 02" East a distance of 116.76 feet to a 1/2" iron rod found for a corner at the Southwest corner of Lot 21, Block H of the previously mentioned Club House Tract and the Northwest corner of Champions Drive;

THENCE: South 0 Degrees 07' 41" East a distance of 50.99 feet with the West line of Champions Drive to the Point of Beginning and containing 17,775 square feet or 0.4081 acres of land.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT The Shores Country Club, Inc., being owner of said tract, does hereby dedicate to the public use forever the streets described herein.

WITNESS MY HAND, at _____, Texas, this the _____ day of _____, 1990.

THE SHORES COUNTRY CLUB, INC.

By: _____

STATE OF TEXAS
COUNTY _____

This instrument was acknowledged before me on the _____ day of _____, 1990, by _____, the _____ of The Shores Country Club, Inc. on behalf of said Corporation.

Notary Public _____

RECOMMENDED FOR FINAL APPROVAL

_____ Date: _____
Chairman, Planning & Zoning Commission

I hereby certify that the above and foregoing Street Dedication was approved by the City Council of the City of Rockwall on the _____ day of _____, 1990.

_____ Date: _____
Mayor, City of Rockwall

STATE OF TEXAS
COUNTY OF ROCKWALL

CHAMPIONS DRIVE DEDICATION

WHEREAS, The Shores Country Club, Inc. is the owner of a tract of land situated in the Nathan Butler Survey, Abstract No. 21, Rockwall County, Texas, and being a part of that 166.635 acre tract of land described as Tract III in deed to The Shores Country Club, Inc., recorded in Volume 547, Page 101, Deed Records, Rockwall County, Texas, and being more particularly described as follows:

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THENCE: Leaving said Southerly line and traversing said Club House Phase as follows: North 19 Degrees 10' 03" East a distance of 50.00 feet to a 1/2" iron rod set for a corner on a curve to the left, having a central angle of 50 Degrees 13' 22", a radius of 175.00 feet, and a chord that bears North 84 Degrees 03' 22" East a distance of 143.53 feet; Along said curve an arc distance of 153.40 feet to a 1/2" iron rod set for a corner at the point of reverse curvature of a curve to the right, having a central angle of 19 Degrees 36' 21", a radius of 225.00 feet, and a chord that bears North 68 Degrees 44' 52" East a distance of 76.62 feet; Along said curve an arc distance of 76.99 feet to a 1/2" iron rod set for a corner; and North 78 Degrees 33' 02" East a distance of 116.76 feet to a 1/2" iron rod found for a corner at the Southwest corner of Lot 21, Block H of the previously mentioned Club House Tract and the Northwest corner of Champions Drive;

THENCE: South 0 Degrees 07' 41" East a distance of 50.99 feet with the West line of Champions Drive to the Point of Beginning and containing 17,775 square feet or 0.4081 acres of land.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT The Shores Country Club, Inc., being owner of said tract, does hereby dedicate to the public use forever the streets described herein.

WITNESS MY HAND, at _____, Texas, this the _____ day of _____, 1990.

THE SHORES COUNTRY CLUB, INC.

By: Arthur G. Barnes
Vice - PRES.

STATE OF TEXAS
COUNTY _____

This instrument was acknowledged before me on the 11th day of October, 1990, by Arthur G. Barnes, the Vice President of The Shores Country Club, Inc. on behalf of said Corporation.

Mira Main
Notary Public



RECOMMENDED FOR FINAL APPROVAL

Chairman, Planning & Zoning Commission

Date: _____

I hereby certify that the above and foregoing Street Dedication was approved by the City Council of the City of Rockwall on the _____ day of _____, 1990.

Mayor, City of Rockwall

Date: _____

1099

THE SHORES COUNTRY CLUB, INC.

P.O. BOX 830160
RICHARDSON, TEXAS 75083-0160

August 5 19 91

$\frac{32-75}{1110}$

PAY
TO THE
ORDER OF City of Rockwall

\$ 45,642.49

Forty-five thousand six hundred forty-two and 49/100-----DOLLARS

Arthur Z. Barnes

THIS CHECK IS DELIVERED FOR PAYMENT ON THE ACCOUNTS LISTED

⑈001099⑈ ⑆111000753⑆ ⑈2528925⑈

Comerica Bank-Texas Dallas, Texas 75223

DELUXE TV

Draft

**CITY OF ROCKWALL
FACILITIES AGREEMENT**

For The Shores, Phase II and III Development

THIS AGREEMENT entered into on the ____ day of ____, 19__, by and between the City of Rockwall, Texas, hereinafter known as the "CITY", and The Shores Country Club, Inc., whose address is _____, hereinafter known as the "DEVELOPER", witnesseth that:

WHEREAS, the Developer has requested the City to permit the platting and/or development of a tract of land known as The Shores, Phases II and III; and ,

WHEREAS, the City has approved such platting and/or development as being in compliance with all requirements of the Zoning Ordinance and Subdivision Regulations of the City, except as herein agreed upon; and

WHEREAS, the Developer, its vendors, grantees, assigns, successors, trustees and all others holding any interest now or in the future, agree and enter into this contract which shall operate as a covenant running with the land and be binding upon the Developer and its representatives;

NOW, THEREFORE, the City and Developer, in consideration of the mutual covenants and agreements contained herein do mutually agree as follows:

A. ZONING, PLATTING AND SITE PLANNING

All property owned by the Developer and located within the limits of the development shall be zoned and platted in accordance with the Zoning Ordinance and Subdivision Regulations of the City before any Building Permit will be issued. The Developer shall dedicate, at no cost to the City, all street rights-of-way, alleys, drainage easements, floodways, and other dedications as required by the City at the time of platting.

The Developer shall comply with all conditions included in the approval of the project.

B. PUBLIC IMPROVEMENTS

All public improvements, including streets, utilities, drainage, sidewalks, street lighting, street signage, and all other required improvements, shall be provided by the Developer, at no cost to the City, unless otherwise provided herein, in accordance with the Subdivision Regulations of the City, and as approved by the City Engineer or his agent. Such improvements shall be installed within all

applicable time frames in accordance with the Subdivision Regulations of the City unless otherwise approved herein. Engineering studies, plan/profile sheets, and other construction documents shall be provided by the Developer at the time of platting as required by the Subdivision Regulations. Such plans shall be approved by the City Engineer or his agent prior to approval of a Final Plat. Construction of such improvements shall not be initiated until a preconstruction conference has been held regarding the proposed construction.

In accordance with the Subdivision regulations of the City, construction of all public improvements shall be subject to routine review by the City Engineer or his agent to evaluate conformance with the construction plans and City standards and specifications. However, such review and evaluation shall not relieve the Developer, its engineer or agent of its obligations for the design, construction and maintenance of the improvements as set out in this Agreement and other relevant ordinances of the City.

The Developer will be responsible for the installation of any required street lighting and for the cost of installation of all street name signs. All required street lighting shall be installed and the City shall be reimbursed for the cost of all street name signs prior to final acceptance of any public improvements, and the issuance of any Building Permits, unless otherwise provided herein.

Upon completion of construction of public improvements as required by this Agreement and as required by the Subdivision Regulations, the Developer shall deliver to the City a reproducible copy of as-built construction plans of the public improvements constructed or engineered by the Developer.

C. THOROUGHFARES

In conjunction with the platting and development of the Shores, Phases II and III, the Developer shall complete the following:

1. All required Rights-of-way shall be dedicated to the City at the time of platting.
2. All internal roads shall be fully constructed up to a maximum width of 48 feet of pavement in conjunction with construction of the development unless otherwise approved herein. The city shall be responsible for construction of any pavement in excess of 48 feet. Such construction shall be in accordance with the Subdivision Regulations, and plans shall be approved by the City Engineer or his agent prior to Final Plat approval.
3. The Developer shall construct 2 lanes of North Lakeshore Drive from the southern property line of Phase III to the existing North Lakeshore Drive,

as shown on the attached Exhibit "A". In accordance with Section 24-16.1 of the City's Code of Ordinances the City hereby agrees to collect a prorated amount from any subsequent developers of property adjacent to the designated offsite 2-lane road extension for the cost of such construction. The parties hereto agree that said amounts due Developer shall be payable from fees so collected only and that if the City is unable or fails to collect said fees, the City shall be under no obligation to pay said amounts to Developer. Such amounts so collected shall be paid over to the Developer for a period of 15 years from the date of this Agreement. Thereafter, the City shall retain and transfer to the General Fund of the City such amounts, if collected.

The amounts to be collected from subsequent developers shall be based upon the frontage to be developed along the improved offsite roadway, and shall be determined by the City Engineer.

The estimate of the cost for such road improvement is attached as Exhibit "B". The Developer shall provide the City with documentation of the actual cost of construction within sixty (60) days of the completion of the roadway, which shall be attached to this agreement as Exhibit "C". Any future fees collected from subsequent developers for the cost of this extension shall be based upon the costs shown in Exhibit "C".

The Developer shall not be required to provide street lighting within the offsite portion of North Lakeshore Drive to be constructed in conjunction with this development.

4. A plan for any median improvements proposed to be constructed by the Developer within the public right of way shall be submitted and approved by the City prior to construction of such improvements. A plan for maintenance of such improvements shall be submitted along with such construction plans. All medians located within the public right of way shall be provided a water service connection by the Developer at the time of construction of the development.

D. UTILITIES

1. Water -
 - a. All required onsite and offsite water lines and other improvements shall be constructed by the Developer and accepted by the City prior to the issuance of any Building Permit, unless otherwise approved herein.
2. Sewer -

- a. All required onsite and offsite sewer lines and other improvements shall be constructed by the Developer and accepted by the City prior to the issuance of any Building Permit, unless otherwise approved herein.

3. Drainage -

- a. All required onsite and offsite improvements shall be constructed by the Developer and accepted by the City prior to the issuance of any Building Permit, unless otherwise approved herein.

E. PUBLIC FACILITIES TO BE PROVIDED BY THE CITY

1. The City makes no guarantee that water supply or wastewater treatment capacity will be available at any particular time or place, it being fully understood by both parties hereto that the ability of the City to supply water and wastewater services is subject to the City's water and wastewater system capacity. The City shall be the sole judge of the availability of such capacity to supply such water and/or wastewater services, provided, however, that the City will use its best efforts to insure that said water supply and wastewater treatment capacity is available.
2. The City shall reactivate an existing 16" water line along Alamo Street, which shall serve this development. The Developer hereby agrees to escrow with the City \$13,952.07, which is the estimated pro rata portion of the cost of this reactivation applicable to this development, as determined by the City Engineer. Such pro rata amount shall be paid to the City prior to beginning construction of this development and shall be used by the City as a portion of the funding for the cost of the line reactivation. Should the actual construction cost exceed the estimated cost, the Developer shall pay the remaining unpaid portion to the City prior to the issuance of a building permit in this development. Should the actual construction amount be less than the estimated amount the City shall reimburse the Developer the difference between the actual amount and the escrowed amount.

F. FEES TO BE PAID BY THE DEVELOPER

1. The Developer hereby agrees to pay the City all required fees at the time specified in the applicable City ordinances. Such fees shall include plat and engineering review costs, and applicable impact fees.

G. MAINTENANCE

1. Prior to final acceptance of any public improvements, the Developer shall furnish to the City a good and sufficient maintenance bond in the amount of fifteen per cent (15%) of the contract price of such improvements, or in such amount as approved by the City, to indemnify the City against any repairs which may become necessary to any part of the construction work performed in connection with the subdivision and/or development, arising from defective workmanship or materials used therein, for a period of one (1) year from the date of final acceptance of such improvements.

H. WAIVER

The developer expressly acknowledges that by entering into this contract, the Developer, its successors, assigns, vendors, grantees, and/or trustees, shall never construe this contract as waiving any of the requirements of the Zoning Ordinance or Subdivision Regulations or any other ordinance of the City, except as herein agreed upon.

I. HOLD HARMLESS AGREEMENT

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 any of the facilities constructed by virtue of such development.

J. AMENDMENTS

This Agreement may be changed or modified only with the written consent of the Developer and of the City Council of the City.

K. REVOCATION

In the event the Developer fails to comply with any of the provisions of this Agreement, the City shall be authorized to cease issuance of any further Certificates of Occupancy or Building Permits on property owned by the Developer, and the City shall be further authorized to file this instrument in the Mechanic's Lien records of Rockwall County as Mechanic's Lien against the Developer's property; and in the alternative, the City shall be authorized to levy an assessment against the Developer's property for public improvements in accordance with applicable state law.

L. CONTINUITY

This Agreement shall be a covenant running with the land and shall be binding upon the Developer, its successors, heirs, assigns, grantees, trustees and/or representatives.

M. SEVERABILITY

The provisions of this Agreement are severable and, in the event any word, phrase, sentence, paragraph, section or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect and the application thereof to any other person or circumstance shall not be affected thereby. The invalid, illegal or unenforceable provision shall be rewritten by the parties to this Agreement to accomplish the parties' original intent as nearly as possible.

L. TERMINATION AND RELEASE

Upon the satisfactory completion by the Developer and final acceptance by the City of all requirements of this Agreement, this Agreement shall terminate and the City will execute a release of covenant to the Developer, its assigns, successors, grantees, trustees and/or representatives and the City shall file said release in the Rockwall County Deed Records.

In Witness whereof, each of the parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative as of the date hereinabove first mentioned.

The Shores Country Club, Inc.

City of Rockwall

By: _____
(Name of Authorized Person)
(Title)

By: _____
Bill Eisen
City Manager

Date: _____

Date: _____

THE STATE OF TEXAS)(

COUNTY OF ROCKWALL)(

This instrument was acknowledged before me on _____, 19__, by
_____ of the City of Rockwall, Texas.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires:

(Printed Name)

THE STATE OF TEXAS)(

COUNTY OF ROCKWALL)(

This instrument was acknowledged before me on _____, 19__, by
_____ of the Shores Country Club, Inc..

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires:

(Printed Name)

107997

90-26

CITY OF ROCKWALL
FACILITIES AGREEMENT

FILE

For The Shores, Phase II and III Development

THIS AGREEMENT entered into on the 1st day of Dec., 1990 by and between the City of Rockwall, Texas, hereinafter known as the "CITY", and The Shores Country Club, Inc., whose address is 111 West Spring Valley Road, Richardson, Texas, hereinafter known as the "DEVELOPER", witnesseth that:

WHEREAS, the Developer has requested the City to permit the platting and/or development of a tract of land known as The Shores, Phases II and III; and .

WHEREAS, the City has approved such platting and/or development as being in compliance with all requirements of the Zoning Ordinance and Subdivision Regulations of the City, except as herein agreed upon; and

WHEREAS, the Developer, its vendors, grantees, assigns, successors, trustees and all others holding any interest now or in the future, agree and enter into this contract which shall operate as a covenant running with the land and be binding upon the Developer and its representatives;

NOW, THEREFORE, the City and Developer, in consideration of the mutual covenants and agreements contained herein do mutually agree as follows:

A. ZONING, PLATTING AND SITE PLANNING

All property owned by the Developer and located within the limits of the development shall be zoned and platted in accordance with the Zoning Ordinance and Subdivision Regulations of the City before any Building Permit will be issued. The Developer shall dedicate, at no cost to the City, all street rights-of-way, alleys, drainage easements, floodways, and other dedications as required by the City at the time of platting.

The Developer shall comply with all conditions included in the approval of the project.

B. PUBLIC IMPROVEMENTS

All public improvements, including streets, utilities, drainage, sidewalks, street lighting, street signage, and all other required improvements, shall be provided by the Developer, at no cost to the City, unless otherwise provided herein, in accordance with the Subdivision Regulations of the City, and as approved by the City Engineer or his agent. Such improvements shall be installed within all

07/11/1998 08:52 2147717727

CITY OF ROCKWALL

PAGE 03

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applicable time frames in accordance with the Subdivision Regulations of the City unless otherwise approved herein. Engineering studies, plan/profile sheets, and other construction documents shall be provided by the Developer at the time of platting as required by the Subdivision Regulations. Such plans shall be approved by the City Engineer or his agent prior to approval of a Final Plat. Construction of such improvements shall not be initiated until a preconstruction conference has been held regarding the proposed construction.

In accordance with the Subdivision regulations of the City, construction of all public improvements shall be subject to routine review by the City Engineer or his agent to evaluate conformance with the construction plans and City standards and specifications. However, such review and evaluation shall not relieve the Developer, its engineer or agent of its obligations for the design, construction and maintenance of the improvements as set out in this Agreement and other relevant ordinances of the City.

The Developer will be responsible for the installation of any required street lighting and for the cost of installation of all street name signs. All required street lighting shall be installed and the City shall be reimbursed for the cost of all street name signs prior to final acceptance of any public improvements, and the issuance of any Building Permits, unless otherwise provided herein.

Upon completion of construction of public improvements as required by this Agreement and as required by the Subdivision Regulations, the Developer shall deliver to the City a reproducible copy of as-built construction plans of the public improvements constructed or engineered by the Developer.

C. THOROUGHFARES

In conjunction with the platting and development of the Shores, Phases II and III, the Developer shall complete the following:

1. All required Rights-of-way shall be dedicated to the City at the time of platting.
2. All internal roads shall be fully constructed up to a maximum width of 48 feet of pavement in conjunction with construction of the development unless otherwise approved herein. The city shall be responsible for construction of any pavement in excess of 48 feet. Such construction shall be in accordance with the Subdivision Regulations, and plans shall be approved by the City Engineer or his agent prior to Final Plat approval.
3. The Developer shall construct 2 lanes of North Lakeshore Drive from the southern property line of Phase III to the existing North Lakeshore Drive,

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as shown on the attached Exhibit "A". In accordance with Section 24-16.1 of the City's Code of Ordinances the City hereby agrees to collect a pro rated amount from any subsequent developers of property adjacent to the designated offsite 2-lane road extension for the cost of such construction. The parties hereto agree that said amounts due Developer shall be payable from fees so collected only and that if the City is unable or fails to collect said fees, the City shall be under no obligation to pay said amounts to Developer. Such amounts so collected shall be paid over to the Developer by the City within 30 days of receipt of such funds for a period of 15 years from the date of this Agreement. Thereafter, the City shall retain and transfer to the General Fund of the City such amounts, if collected.

The amounts to be collected from subsequent developers shall be based upon the frontage to be developed along the improved offsite roadway, and shall be determined by the City Engineer.

The estimate of the cost for such road improvement is attached as Exhibit "B". The Developer shall provide the City with documentation of the actual cost of construction within sixty (60) days of the completion of the roadway, which shall be attached to this agreement as Exhibit "C". Any future fees collected from subsequent developers for the cost of this extension shall be based upon the costs shown in Exhibit "C".

The Developer shall not be required to provide street lighting within the offsite portion of North Lakeshore Drive to be constructed in conjunction with this development.

4. A plan for any median improvements proposed to be constructed by the Developer within the public right of way shall be submitted and approved by the City prior to construction of such improvements. A plan for maintenance of such improvements shall be submitted along with such construction plans. All medians located within the public right of way shall be provided a water service connection by the Developer at the time of construction of the development.

D. UTILITIES

1. Water -
 - a. All required onsite and offsite water lines and other improvements shall be constructed by the Developer and accepted by the City prior to the issuance of any Building Permit, unless otherwise approved herein.
2. Sewer -

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CITY OF ROCKWALL

PAGE 05

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- a. All required onsite and offsite sewer lines and other improvements shall be constructed by the Developer and accepted by the City prior to the issuance of any Building Permit, unless otherwise approved herein.

3. Drainage -

- a. All required onsite and offsite improvements shall be constructed by the Developer and accepted by the City prior to the issuance of any Building Permit, unless otherwise approved herein.

E. PUBLIC FACILITIES TO BE PROVIDED BY THE CITY

1. The City makes no guarantee that water supply or wastewater treatment capacity will be available at any particular time or place, it being fully understood by both parties hereto that the ability of the City to supply water and wastewater services is subject to the City's water and wastewater system capacity. The City shall be the sole judge of the availability of such capacity to supply such water and/or wastewater services, provided, however, that the City will use its best efforts to insure that said water supply and wastewater treatment capacity is available.
2. The City shall reactivate an existing 16" water line along Alamo Street, which shall serve this development. The Developer hereby agrees to escrow with the City \$13,952.07, which is the estimated pro rata portion of the cost of this reactivation applicable to this development, as determined by the City Engineer. Such pro rata amount shall be paid to the City prior to beginning construction of this development and shall be used by the City as a portion of the funding for the cost of the line reactivation. Should the actual construction cost exceed the estimated cost, the Developer shall pay the remaining unpaid portion to the City prior to the issuance of a building permit in this development. Should the actual construction amount be less than the estimated amount the City shall reimburse the Developer the difference between the actual amount and the escrowed amount.

F. FEES TO BE PAID BY THE DEVELOPER

1. The Developer hereby agrees to pay the City all required fees at the time specified in the applicable City ordinances. Such fees shall include plat and engineering review costs, and applicable impact fees.

G. MAINTENANCE

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CITY OF ROCKWALL

PAGE 85

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1. Prior to final acceptance of any public improvements, the Developer shall furnish to the City a good and sufficient maintenance bond in the amount of fifteen per cent (15%) of the contract price of such improvements, or in such amount as approved by the City, to indemnify the City against any repairs which may become necessary to any part of the construction work performed in connection with the subdivision and/or development, arising from defective workmanship or materials used therein, for a period of one (1) year from the date of final acceptance of such improvements.

H. WAIVER

The developer expressly acknowledges that by entering into this contract, the Developer, its successors, assigns, vendors, grantees, and/or trustees, shall never construe this contract as waiving any of the requirements of the Zoning Ordinance or Subdivision Regulations or any other ordinance of the City, except as herein agreed upon.

I. HOLD HARMLESS AGREEMENT

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 any of the facilities constructed by virtue of such development.

J. AMENDMENTS

This Agreement may be changed or modified only with the written consent of the Developer and of the City Council of the City.

K. REVOCATION

In the event the Developer fails to comply with any of the provisions of this Agreement, the City shall be authorized to cease issuance of any further Certificates of Occupancy or Building Permits on property owned by the Developer, and the City shall be further authorized to file this instrument in the Mechanic's Lien records of Rockwall County as Mechanic's Lien against the Developer's property; and in the alternative, the City shall be authorized to levy an assessment against the Developer's property for public improvements in accordance with applicable state law.

L. CONTINUITY

This Agreement shall be a covenant running with the land and shall be binding upon the Developer, its successors, heirs, assigns, grantees, trustees and/or representatives.

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CITY OF ROCKWALL

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The provisions of this Agreement are severable and, in the event any word, phrase, sentence, paragraph, section or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect and the application thereof to any other person or circumstance shall not be affected thereby. The invalid, illegal or unenforceable provision shall be rewritten by the parties to this Agreement to accomplish the parties' original intent as nearly as possible.

L. TERMINATION AND RELEASE

Upon the satisfactory completion by the Developer and final acceptance by the City of all requirements of this Agreement, this Agreement shall terminate and the City will execute a release of covenant to the Developer, its assigns, successors, grantees, trustees and/or representatives and the City shall file said release in the Rockwall County Deed Records.

In Witness whereof, each of the parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative as of the date hereinabove first mentioned.

The Shores Country Club, Inc.

City of Rockwall

By: Arthur J. Barnes
Vice - Pres.

By: William Eisen
Bill Eisen
City Manager

Date: 12-1-90

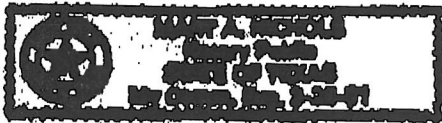
Date: 12-14-90

594-711-232

THE STATE OF TEXAS)

COUNTY OF ROCKWALL)

This instrument was acknowledged before me on December 11, 1990 by William E. [Signature] of the City of Rockwall, Texas.



Maura A. Nichols
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires:

3/25/91

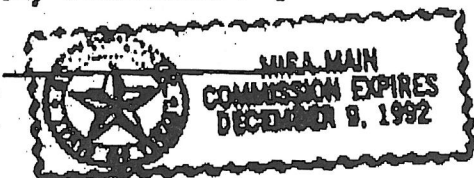
Maura A. Nichols
(Printed Name)

THE STATE OF TEXAS)

COUNTY OF ROCKWALL)

This instrument was acknowledged before me on Nov. 26, 1990 by Arthur J. Burns, V.P. of the Shores Country Club, Inc..

My Commission Expires:



Mira Main
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

(Printed Name)

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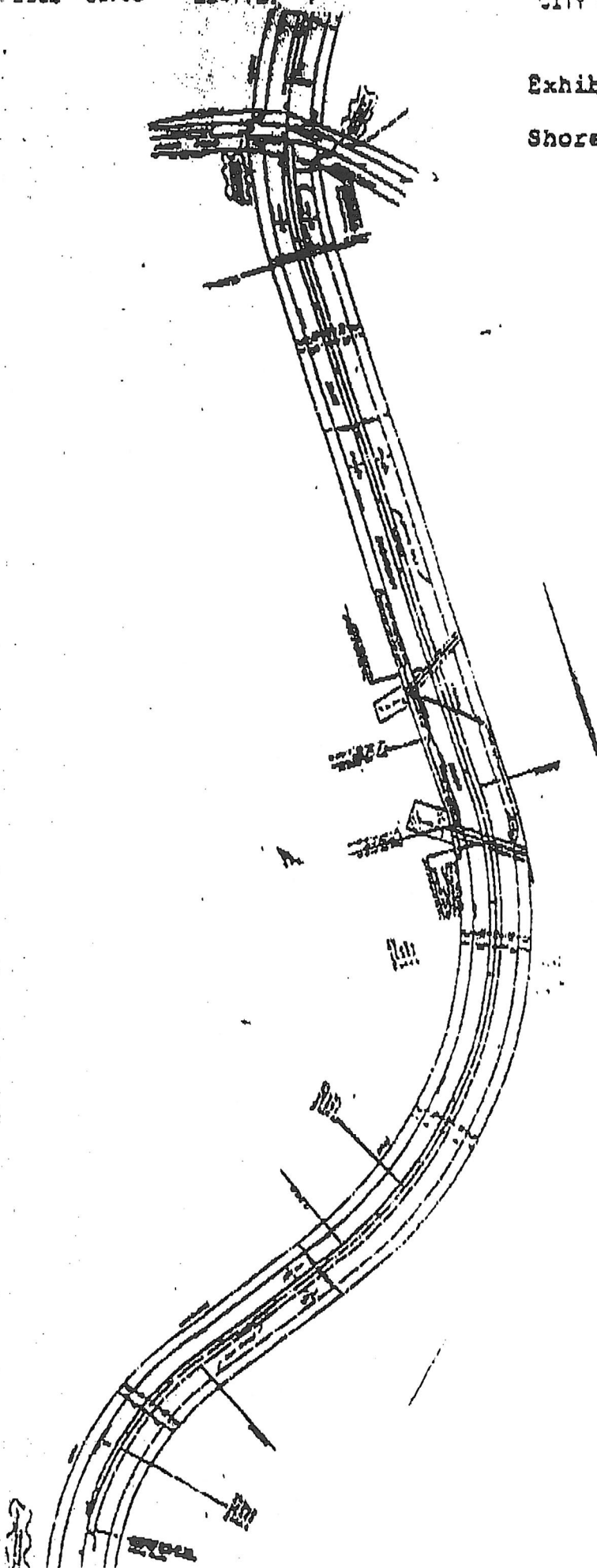
CITY OF ROGERS

PAGE 01

Exhibit "A"

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Shores Phase II, III Facilities Agreement



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CITY OF ROCKWALL

PAGE 02

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Exhibit "B"

Shores Phase II, III Facilities Agreement

HAROLD L. EVANS Consulting Engineer
 2331 GUS THOMASSON ROAD SUITE 102
 P.O. BOX 28355
 DALLAS, TEXAS 75228 214-328-8133

October 17, 1990

City of Rockwall
 205 West Rusk
 Rockwall, Texas 75087

Attention: Julia Couch

Dear Julia:

The following is the cost of paving North Lakeshore Drive from the end of the existing paving to the Shores south property line based upon the low bids received October 11, 1990.

Excavation	9,250 C.Y. @ \$ 1.02	\$ 9,435.00
Fill	3,000 C.Y. @ 0.50	1,500.00
Lime Base	9,265 S.Y. @ 1.21	10,000.65
Hydrated Lime	111.59 Tons @ 70.00	7,810.43
8" Paving	7,990 S.Y. @ 17.56	140,204.20
Guard Rail		1,750.00
Rock Base		1,925.00
Sub Total		\$172,725.48
Drainage		3,920.00
Total Construction		\$176,645.48
Engineering, Based on 0.5%		15,014.87
Surveying (Topo)		4,867.50
Total		\$196,547.85.

Yours truly,



Harold L. Evans, P.E.

cc: Jeff Barnes

a

MEMORANDUM

October 10, 1990

TO: Bill Eisen, City Manager

FROM: Dub Douphrate, City Engineer

SUBJECT: Water Distribution Improvements
16-Inch Pipeline Reactivation to Serve
The Shores Development

In order to comply with our newly prepared water distribution plan and meet the water demands placed upon our system when phases 3 and 4 of the Shores development is completed, it is necessary at this time to reactivate the currently abandoned 16-inch water line originally used as our principal transmission supply line for the City of Rockwall. Reactivation will not only provide a looped distribution system for the Shores Development but also comply with our newly prepared water distribution plan prepared by Freese & Nichols, Inc. In order to reactivate the line at the Heath Street Pump Station approximately 359 linear feet of 16-inch pipeline will need to be laid internally within the pump station along with the necessary valving and connections. In my opinion the developer of the Shores subdivision should appropriate the cost required to activate the line. The City would be required to pay for two 16-inch connections at Heath Street and N. Alamo since these will benefit our existing distribution system. The projected cost is listed below:

1.	Developer's Cost	\$39,332.00
2.	City of Rockwall's Cost	\$ 4,500.00
		<hr/>
	Total:	\$43,832.00

I suggest the developer's portion of the cost be escrowed prior to subdivision construction. The engineering department could proceed on preparing the plans for these improvements after receiving the funds from the developer. Please let me know how you want to proceed on this project.

hcc

MEMORANDUM

October 18, 1990

TO: File

FROM: Dub Douphrate, City Engineer

SUBJECT: The Shores Development Phase 3 and 4
Pro-Rata Cost to Reactivate 16-Inch

The Shores Country Club, Inc. currently owns two undeveloped tracts of land totalling 217.68 acres that is adjacent to the existing 16-inch water line along N. Alamo Rd. In addition to The Shores there is an additional 491.09 acres of undeveloped land which would be subject to a 16-inch water line pro-rata fee when each individual tract is developed. This acreage is based upon the total number of tracts which are adjacent to the 16-inch water line along N. Alamo. These tracts are listed below:

First Gibraltar	307.09 acres
Thompson Tract	98.27
Coats Tract	76.73
Small Tracts	9.00
	<hr/>
Total:	491.09 acres

The estimated developer's cost to specifically activate the line is \$45,428.20. The City of Rockwall's cost to connect the 16-inch to our existing distribution system at Live Oak and N. Alamo has been estimated at \$5,450.00. The projected total pro-rata cost for each tract is itemized below.

The Shores $217.68/708.77 \times \$45,428.20 =$	13,952.07
First Gibraltar $307.09/708.77 \times 45,428.20 =$	19,682.75
Thompson Tract $98.27/708.77 \times 45,428.20 =$	6,298.56
Coats Tract $76.73/708.77 \times 45,428.20 =$	4,917.96
Small Tracts $9.00/708.77 \times 45,428.20 =$	576.86
City of Rockwall =	5,450.00
Total:	\$50,878.20

COST ESTIMATE FOR 16-INCH REACTIVATION
THRU HEATH ST. PUMP STATION

Developer's Cost

	<u>Item</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
1.	16-inch PVC C-900 CL150	359	48.00/LF	17,232.00
2.	16" x 20" Tapping Sleeve & 16" GV Wet Tap by Gifford Hill	1 ea.	5500/ea	5500.00
3.	Disconnect, Plug, & Install 16" Sleeve	L.S.	500.00	500.00
4.	Concrete Blocking	20 CY	150.00	3000.00
5.	Cut & Plug 12" @ Junction Box @ Heath Street	L.S.	500.00	500.00
6.	16" G.V. Install in Line on N. Alamo & Heath St. Junction Box	3	3300.00/ea	9900.00
7.	Fittings	1.0 ton	2200.00	2200.00
8.	Reconnect 16" @ Junction Box	1 ea.	500.00	500.00
			Developer's Cost:	\$39,332.00
			10% Construction Contingency Subtotal	<u>3,933.20</u>
			5% Engineering and Surveying	<u>2,163.00</u>
			TOTAL:	\$45,428.20

City's Cost

<u>Item</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
1. Connect Existing 16" to Exit 8" @ 205 16" x 8" Tapping Sleeve & 8" PVC Pipe Connection	ea.	1500.00	1500.00
8" x 8" Wet Tap & 8" G.V.	ea.	1000.00	1000.00
2. Connect Existing 6" to Exist 16" @ Live Oak and Heath 16" x 6" Tapping Sleeve & 6" PVC Pipe Connection	ea.	1200.00	1200.00
6" x 6" Wet Tap & 6" G.V.	ea.	800.00	800.00
	City's Portion	Total:	\$4,500.00
	10% Construction Contingency		<u>450.00</u>
	Engineering and Surveying		<u>500.00</u>
	TOTAL:		\$5,450.00

Facilities agreement

3 water services - 2 on N. Lakeshore

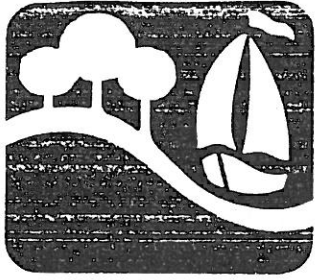
street lighting - etc to vary the standards

16" water line - city to pay for oversizing

cost of ~~line~~ steel - off site to include
in facilities agreement

drainage improvements don't need to be
included in facilities agreement.

Dub - can you calculate a pro rata share
in the future based on this breakdown
or do we need it broken down differently.



CITY OF ROCKWALL

"THE NEW HORIZON"

July 28, 1990

Harold Evans
Consulting Engineers
P. O. Box 28355
Dallas, Texas 75228

Dear Harold:

I have reviewed the preliminary plats for Phase 3 and 4 of the Shores. I have the following comments regarding the plans:

Phase 4

1. As you are aware the property frontage along Quail Run Road is considered frontage on a substandard Road and our Subdivision policies require that the ROW be dedicated and that either 1/2 of the road be improved along the frontage or the funds necessary for the improvement of that frontage be escrowed with the City. In this case it would not be appropriate to improve that small portion of Quail Run so the funds would need to be escrowed with the City.
2. We need to look at some through alley access from Wind Hill Road to Quail Run Road.
3. You need to ensure that all lots meet the minimum size requirements as provided in the Preliminary Plan.
4. Dub has received a copy of the plat and he will need some additional information regarding utilities and storm drainage.

Phase 3

1. The lots facing the future street toward the golf course need to have 25' side setbacks because they will rear up the side of the adjacent lots. Lot 1 off of this street should not be built unless you are ready to construct the street to access it.
2. Any proposed median improvements for the drive off of N. Lakeshore will need to be approved by the City. We will ultimately need a plan for this area.

3. Is there a concept of how the lots will be designed off of the future street toward the golf course. This would be helpful to see how it may develop ultimately in this area.
4. As you are aware, it is my understanding that the old 16" water line will need to be activated with this phase. You will need to talk to Dub about this in more detail.
5. Will part of the golf course be included in this plat?
6. You need to ensure that all of the lots meet the minimum size requirements as provided in the preliminary plan. It is likely that the Commission and Council will restrict those lots that face Champions Drive so that garages will not face the street.

Also as you are aware now would be the appropriate time to vacate the two existing phases that will not be built.

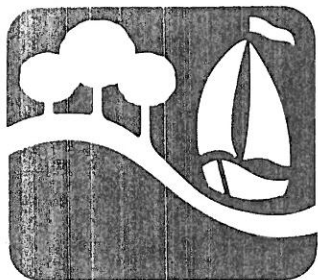
Please provide a reduced 8 1/2" by 11" acetate of the two plats by Wednesday, August 8.

Sincerely,



Julie Couch
Assistant City Manager

cc: Dub Douphrate
Mary Nichols



CITY OF ROCKWALL

"THE NEW HORIZON"

November 16, 1990

Mr. Jeffrey A. Barnes
Vice President
P. O. Box 830160
Richardson, Texas 75083-0160

Dear Jeff:

Enclosed you will find two copies of the facilities agreement for Phases Two and Three of the Shores as well as two copies of the Plat Vacation document for the original phases Two and Three. Please execute all copies and return them to me. Once we have received them, they will be executed and filed at the Courthouse. I will send you one executed copy of each document when we have completed them.

I have also included an invoice for the filing fee and additional review expenses incurred in the processing of these two phases. Our records indicate that you did pay your filing fees for the preliminary plats, but no fee was received for the two final plats. The additional charges are actual expenses incurred by the City over and above what was covered by the filing fee.

Let me know if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Julie Couch".

Julie Couch
Assistant City Manager

hcc

enclosures

CITY OF ROCKWALL

FACILITIES AGREEMENT

For The Shores, Phase II and III Development

THIS AGREEMENT entered into on the ____ day of _____, 19___, by and between the City of Rockwall, Texas, hereinafter known as the "CITY", and The Shores Country Club, Inc., whose address is 111 West Spring Valley Road, Richardson, Texas, hereinafter known as the "DEVELOPER", witnesseth that:

WHEREAS, the Developer has requested the City to permit the platting and/or development of a tract of land known as The Shores, Phases II and III; and ,

WHEREAS, the City has approved such platting and/or development as being in compliance with all requirements of the Zoning Ordinance and Subdivision Regulations of the City, except as herein agreed upon; and

WHEREAS, the Developer, its vendors, grantees, assigns, successors, trustees and all others holding any interest now or in the future, agree and enter into this contract which shall operate as a covenant running with the land and be binding upon the Developer and its representatives;

NOW, THEREFORE, the City and Developer, in consideration of the mutual covenants and agreements contained herein do mutually agree as follows:

A. ZONING, PLATTING AND SITE PLANNING

All property owned by the Developer and located within the limits of the development shall be zoned and platted in accordance with the Zoning Ordinance and Subdivision Regulations of the City before any Building Permit will be issued. The Developer shall dedicate, at no cost to the City, all street rights-of-way, alleys, drainage easements, floodways, and other dedications as required by the City at the time of platting.

The Developer shall comply with all conditions included in the approval of the project.

B. PUBLIC IMPROVEMENTS

All public improvements, including streets, utilities, drainage, sidewalks, street lighting, street signage, and all other required improvements, shall be provided by the Developer, at no cost to the City, unless otherwise provided herein, in accordance with the Subdivision Regulations of the City, and as approved by the City Engineer or his agent. Such improvements shall be installed within all

applicable time frames in accordance with the Subdivision Regulations of the City unless otherwise approved herein. Engineering studies, plan/profile sheets, and other construction documents shall be provided by the Developer at the time of platting as required by the Subdivision Regulations. Such plans shall be approved by the City Engineer or his agent prior to approval of a Final Plat. Construction of such improvements shall not be initiated until a preconstruction conference has been held regarding the proposed construction.

In accordance with the Subdivision regulations of the City, construction of all public improvements shall be subject to routine review by the City Engineer or his agent to evaluate conformance with the construction plans and City standards and specifications. However, such review and evaluation shall not relieve the Developer, its engineer or agent of its obligations for the design, construction and maintenance of the improvements as set out in this Agreement and other relevant ordinances of the City.

The Developer will be responsible for the installation of any required street lighting and for the cost of installation of all street name signs. All required street lighting shall be installed and the City shall be reimbursed for the cost of all street name signs prior to final acceptance of any public improvements, and the issuance of any Building Permits, unless otherwise provided herein.

Upon completion of construction of public improvements as required by this Agreement and as required by the Subdivision Regulations, the Developer shall deliver to the City a reproducible copy of as-built construction plans of the public improvements constructed or engineered by the Developer.

C. THOROUGHFARES

In conjunction with the platting and development of the Shores, Phases II and III, the Developer shall complete the following:

1. All required Rights-of-way shall be dedicated to the City at the time of platting.
2. All internal roads shall be fully constructed up to a maximum width of 48 feet of pavement in conjunction with construction of the development unless otherwise approved herein. The city shall be responsible for construction of any pavement in excess of 48 feet. Such construction shall be in accordance with the Subdivision Regulations, and plans shall be approved by the City Engineer or his agent prior to Final Plat approval.
3. The Developer shall construct 2 lanes of North Lakeshore Drive from the southern property line of Phase III to the existing North Lakeshore Drive,

as shown on the attached Exhibit "A". In accordance with Section 24-16.1 of the City's Code of Ordinances the City hereby agrees to collect a pro rated amount from any subsequent developers of property adjacent to the designated offsite 2-lane road extension for the cost of such construction. The parties hereto agree that said amounts due Developer shall be payable from fees so collected only and that if the City is unable or fails to collect said fees, the City shall be under no obligation to pay said amounts to Developer. Such amounts so collected shall be paid over to the Developer by the City within 30 days of receipt of such funds for a period of 15 years from the date of this Agreement. Thereafter, the City shall retain and transfer to the General Fund of the City such amounts, if collected.

The amounts to be collected from subsequent developers shall be based upon the frontage to be developed along the improved offsite roadway, and shall be determined by the City Engineer.

The estimate of the cost for such road improvement is attached as Exhibit "B". The Developer shall provide the City with documentation of the actual cost of construction within sixty (60) days of the completion of the roadway, which shall be attached to this agreement as Exhibit "C". Any future fees collected from subsequent developers for the cost of this extension shall be based upon the costs shown in Exhibit "C".

The Developer shall not be required to provide street lighting within the offsite portion of North Lakeshore Drive to be constructed in conjunction with this development.

4. A plan for any median improvements proposed to be constructed by the Developer within the public right of way shall be submitted and approved by the City prior to construction of such improvements. A plan for maintenance of such improvements shall be submitted along with such construction plans. All medians located within the public right of way shall be provided a water service connection by the Developer at the time of construction of the development.

D. UTILITIES

1. Water -
 - a. All required onsite and offsite water lines and other improvements shall be constructed by the Developer and accepted by the City prior to the issuance of any Building Permit, unless otherwise approved herein.
2. Sewer -

- a. All required onsite and offsite sewer lines and other improvements shall be constructed by the Developer and accepted by the City prior to the issuance of any Building Permit, unless otherwise approved herein.
3. Drainage -
 - a. All required onsite and offsite improvements shall be constructed by the Developer and accepted by the City prior to the issuance of any Building Permit, unless otherwise approved herein.

E. PUBLIC FACILITIES TO BE PROVIDED BY THE CITY

1. The City makes no guarantee that water supply or wastewater treatment capacity will be available at any particular time or place, it being fully understood by both parties hereto that the ability of the City to supply water and wastewater services is subject to the City's water and wastewater system capacity. The City shall be the sole judge of the availability of such capacity to supply such water and/or wastewater services, provided, however, that the City will use its best efforts to insure that said water supply and wastewater treatment capacity is available.
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F. FEES TO BE PAID BY THE DEVELOPER

1. The Developer hereby agrees to pay the City all required fees at the time specified in the applicable City ordinances. Such fees shall include plat and engineering review costs, and applicable impact fees.

G. MAINTENANCE

1. Prior to final acceptance of any public improvements, the Developer shall furnish to the City a good and sufficient maintenance bond in the amount of fifteen per cent (15%) of the contract price of such improvements, or in such amount as approved by the City, to indemnify the City against any repairs which may become necessary to any part of the construction work performed in connection with the subdivision and/or development, arising from defective workmanship or materials used therein, for a period of one (1) year from the date of final acceptance of such improvements.

H. WAIVER

The developer expressly acknowledges that by entering into this contract, the Developer, its successors, assigns, vendors, grantees, and/or trustees, shall never construe this contract as waiving any of the requirements of the Zoning Ordinance or Subdivision Regulations or any other ordinance of the City, except as herein agreed upon.

I. HOLD HARMLESS AGREEMENT

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 any of the facilities constructed by virtue of such development.

J. AMENDMENTS

This Agreement may be changed or modified only with the written consent of the Developer and of the City Council of the City.

K. REVOCATION

In the event the Developer fails to comply with any of the provisions of this Agreement, the City shall be authorized to cease issuance of any further Certificates of Occupancy or Building Permits on property owned by the Developer, and the City shall be further authorized to file this instrument in the Mechanic's Lien records of Rockwall County as Mechanic's Lien against the Developer's property; and in the alternative, the City shall be authorized to levy an assessment against the Developer's property for public improvements in accordance with applicable state law.

L. CONTINUITY

This Agreement shall be a covenant running with the land and shall be binding upon the Developer, its successors, heirs, assigns, grantees, trustees and/or representatives.

M. SEVERABILITY

The provisions of this Agreement are severable and, in the event any word, phrase, sentence, paragraph, section or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect and the application thereof to any other person or circumstance shall not be affected thereby. The invalid, illegal or unenforceable provision shall be rewritten by the parties to this Agreement to accomplish the parties' original intent as nearly as possible.

L. TERMINATION AND RELEASE

Upon the satisfactory completion by the Developer and final acceptance by the City of all requirements of this Agreement, this Agreement shall terminate and the City will execute a release of covenant to the Developer, its assigns, successors, grantees, trustees and/or representatives and the City shall file said release in the Rockwall County Deed Records.

In Witness whereof, each of the parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative as of the date hereinabove first mentioned.

The Shores Country Club, Inc.

City of Rockwall

By: _____

By: _____

Bill Eisen
City Manager

Date: _____

Date: _____

THE STATE OF TEXAS)(
COUNTY OF ROCKWALL)(

This instrument was acknowledged before me on _____, 19__, by
_____ of the City of Rockwall, Texas.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires:

(Printed Name)

THE STATE OF TEXAS)(
COUNTY OF ROCKWALL)(

This instrument was acknowledged before me on _____, 19__, by
_____ of the Shores Country Club, Inc..

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires:

(Printed Name)

Exhibit "A"

Shores Phase II, III Facilities Agreement

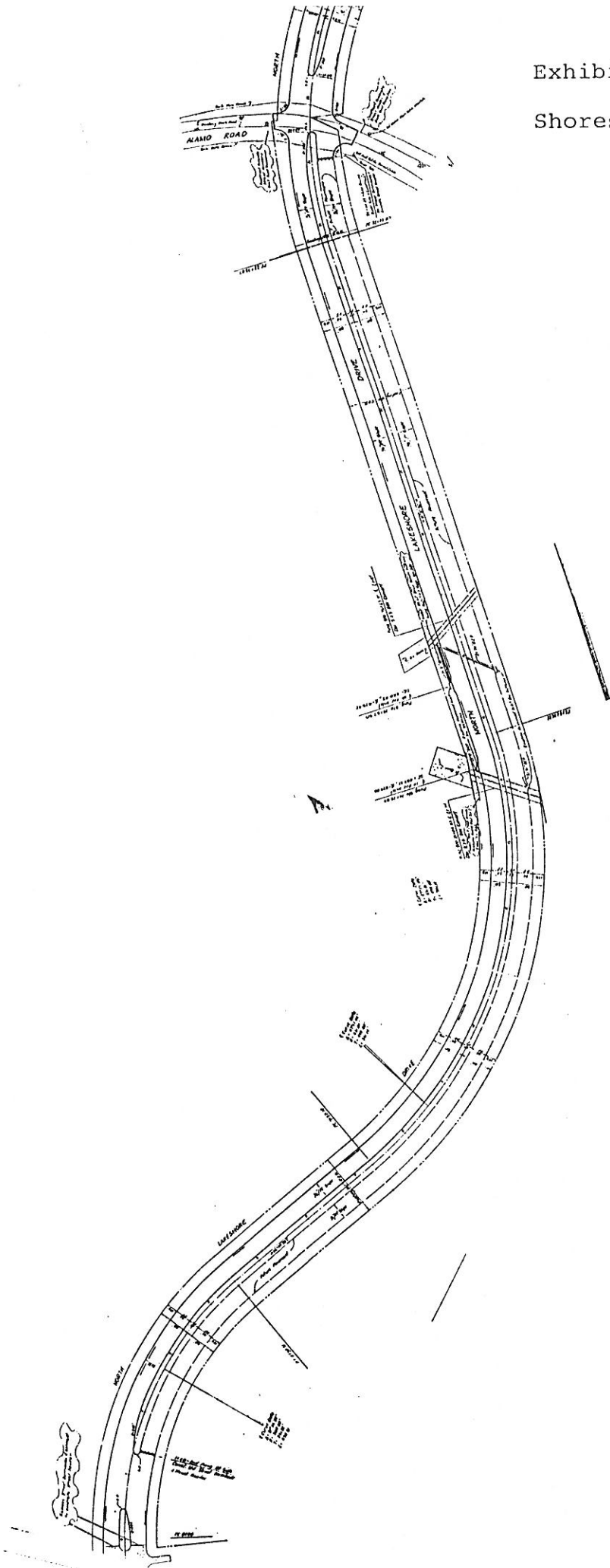


Exhibit "B"

Shores Phase II, III Facilities
Agreement

HAROLD L. EVANS Consulting Engineer
2331 GUS THOMASSON ROAD SUITE 102
P.O. BOX 28355
DALLAS, TEXAS 75228 214-328-8133

October 17, 1990

City of Rockwall
205 West Rusk
Rockwall, Texas 75087

Attention: Julie Couch

Dear Julie:

The following is the cost of paving North Lakeshore Drive from the end of the existing paving to the Shores south property line based upon the low bids received October 11, 1990.

Excavation	9,250 C.Y. @ \$ 1.02	\$ 9,435.00
Fill	3,000 C.Y. @ 0.50	1,500.00
Lime Base	8,265 S.Y. @ 1.21	10,000.65
Hydrated Lime	111.58 Tons @ 70.00	7,810.43
8" Paving	7,990 S.Y. @ 17.56	140,304.40
Guard Rail		1,750.00
Rock Base		<u>1,925.00</u>
Sub Total		\$172,725.48
Drainage		<u>3,920.00</u>
Total Construction		\$176,645.48
Engineering, Based on 3.5%		15,014.87
Surveying (Topo)		<u>4,287.50</u>
Total		\$196,547.85.

Yours truly,



Harold L. Evans, P.E.

cc: Jeff Barnes

VACATION OF PLAT

STATE OF TEXAS]
]
COUNTY OF ROCKWALL]

KNOW ALL MEN BY THESE PRESENTS

That I, Arthur Z. Barnes, acting as Vice President of the Shores Country Club, Inc., a Texas corporation, the owner of all lots in Phases Two and Three of the Shores, Additions to the City of Rockwall, Texas, according to the recorded Plats thereof, Phase II recorded in Slide C, Pages 70-71, and Phase III recorded in Slide A, page 397 of the Plat Records of Rockwall County, Texas, declare the following Plats vacated:

All of Phase Two of the Shores recorded in Slide C, Pages 70-71
and Phase Three of the Shores recorded in Slide A, pages 397 of
the Plat Records Of Rockwall County, Texas.

WITNESS MY HAND, this _____ day of _____, 1990.

The Shores Country Club, Inc.
a Texas Corporation

ATTEST:

_____ By: _____

STATE OF TEXAS]
]
COUNTY OF ROCKWALL]

This instrument was acknowledged before me on the _____ day of _____, 1990, by Arthur Z. Barnes, Vice President of the Shores Country Club, a Texas Corporation.

My commission expires:

_____ Notary Public

Recommended for Vacation:

Chairman, Planning and Zoning
Commission

I hereby certify that the above and foregoing Vacation of Phase Two and Phase Three of the Shores Additions to the City of Rockwall, Texas was approved by the City Council of the City of Rockwall on the _____ day of _____, 1990.

Mayor, City of Rockwall

City Secretary, City of Rockwall



CITY OF ROCKWALL

"THE NEW HORIZON"
Rockwall, Texas 75087-3793

205 West Rush

(214)771-1111

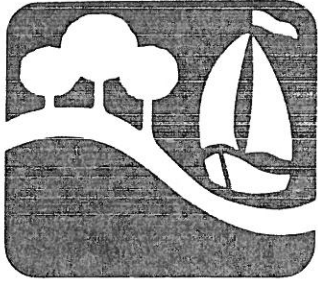
INVOICE

001081

DATE: November 19, 1990

SHIP TO		Shores Country Club Inc.				SHIP TO	
CUST. ORDER NO.	DATE SHIPPED	SHIPPED VIA	TERMS	SALESMAN	J.O.B.	OUR ORDER NO.	
QUANTITY	DESCRIPTION				UNIT PRICE	AMOUNT	
	Final Plat Filing Fee-Shores Phase 2&3					605.00	
	Additional plas review expenses					587.05	
	Total Due					1192.05	
	TOTAL:						

OPSHOP



CITY OF ROCKWALL

"THE NEW HORIZON"

August 1, 1991

Mr. Jeffrey A. Barnes
Vice-President
Dal-Mac Barnes Company
111 W. Spring Valley Road
Richardson, TX 75083-0160

Re: The Shores Phase II and III
Improvement Agreement

Dear Mr. Barnes:

The City of Rockwall has agreed to issue building permits for Phase II provided the improvement outlined below is completed within 30 calendar days following execution of this agreement.

1. A one foot wide by two foot deep gravel packed drain system constructed along both sides of Muirfield Drive and offset one foot from the back of the curb. Each drain bed will connect into the corresponding inlet at the intersection of Wind Hill Road. The gravel packed bed will be backfilled with six inches of topsoil.

Issuance of building permits for Phase II will be stopped provided the Developer fails to complete the improvement within the designated 30 calendar day time period.

The City of Rockwall has agreed to issue Phase III building permits for a 90 calendar day period not to exceed 10 permits provided the improvements outlined below are completed within 90 days following execution of this agreement.

1. Dal-Mac Barnes Co. (Developer) agrees to perform the necessary earthwork to construct a 3:1 slope along the east property line which is adjacent to the property managed by First Gibraltar Savings.
2. Dal-Mac Barnes Co. agrees to construct a retaining wall along the east property line which is adjacent to the unrecorded Butler Cemetery.

Mr. Jeffrey A. Barnes
Dal-Mac Barnes Company
Page Two

3. Dal-Mac Barnes Company does hereby release, indemnify, protect and hold the City of Rockwall harmless for any and all losses, costs or expenses (including but not limited to, court costs and attorneys fees arising out of any claims, demands or suits for damages for personal injury, death or property damage resulting from 1) the embankment that was cut to provide for alley access, 2) additional earthwork to be performed, and 3) construction of the retaining wall along the Shores east property line.
4. All methods and materials used for construction shall be approved by the City Engineer and in conformance to the City of Rockwall Standards of Design.
5. The length of the sloped embankment and retaining wall shall be approved by the City Engineer.
6. The retaining wall shall be designed and sealed by a registered structural engineer and submitted to the City of Rockwall engineering department within 30 calendar days following execution of this agreement. The structural engineer shall resubmit the revised plans for approval within two weeks if the retaining wall design is rejected by the City Engineer.
7. Dal-Mac Barnes Co. and the City of Rockwall both agree the issuance of building permits will stop following the 90 calendar day period not to exceed 10 permits provided the slope/retaining wall improvements are not completed within the 90 calendar days. Issuance of building permits will resume once the improvements are completed and a maintenance bond to cover the improvements is filed with the City of Rockwall.

If you concur with this letter of agreement, then please sign in the space provided below and return one copy for our files. Should any questions arise concerning this issue please call.

Sincerely,



W. L. Douphrate II, P.E.
City Engineer

Agreed, this 5th day of August 1991

By Jeffrey A. Barnes Title Shores County Club, Inc.,
Vice-President

cc: Bill Eisen, City Manager
Don McIlyar, McIlyar Engineering Co.



111 W. Spring Valley Rd. • P.O. Box 830160, Richardson, Texas 75083-0160 • (214) 238-0401

August 5, 1991

Mr. W. L. Douphrate II, P.E.
City Engineer
City of Rockwall
205 West Rusk
Rockwall, Texas 75087

Re: The Shores, Phases II and III

Dear Dub:

Please find enclosed a check for \$45,642.49 made payable to the City of Rockwall to complete our applications with the City on the development known as The Shores, Phase II and III. This money represents:

1. \$23,402.50 representing escrow for future improvements for Quail Run Road. It is understood that these funds will be used only for Quail Run and its improvements and in no other division of the City.
2. \$13,952.07 for the sixteen inch water pipeline reactivation.
3. \$2,857.92 for creation, purchase and delivery of all necessary street signs including additional barricades for Phases II and III.
4. \$930.00 for overtime payment with the City of Rockwall Inspection Department.
5. \$4,500.00 for escrow on the ground water drain system improvements for Phase II. It is our understanding that upon completion of this work and approval of the City, this \$4,500.00 will be returned to The Shores Country Club, Inc.

Dub, also please find enclosed the originally executed copy of the improvement agreement for off site work which needs to be done on both Phases II and III to complete our agreement with you. We appreciate very much your working with us and enabling us to get started selling lots and, obviously, will be ready to answer any problems or questions you have as we begin our office site grading and drainage work.

Mr. W. L. Douphrate II, P. E.
August 5, 1991
Page 2

As per our discussion, as of today it is my understanding that builders are now able to receive building permits from the City of Rockwall. If there are any problems or questions, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Jeff Barnes". The signature is written in dark ink and is positioned above the typed name.

Jeffrey A. Barnes
Vice President

JAB/mm
Enclosures

**CITY OF ROCKWALL
Planning and Zoning Agenda**

Agenda Date: September 13, 1990

Agenda No: IV. C.

Agenda Item: P&Z 90-26-FP - Discuss and Consider Recommending Approval of a Final Plan for the Shores Phase II and III.

Item Generated By: Applicant, Jeff Barnes

Action Needed: Take action on the final plats.

Background Information:

The final plats have been submitted on Phases 2 and 3 of the Shores. The plats as submitted conform to the preliminary plats as approved.

Attachments:

1. Plats

Agenda Item: Shores Phase 2 and 3

Item No: IV. C.

**CITY OF ROCKWALL
Planning and Zoning Agenda**

Agenda Date: March 14, 1991

Agenda No: IV. D.

Agenda Item: Discuss and Consider Recommending Approval of a Replat of the Shores, Phases II and III, Located North of North Lakeshore Drive and West of SH-205

Item Generated By: Applicant, the Shores

Action Needed: Consider approving the replat of the two phases.

Background Information:

A number of months ago the Commission and Council approved the final plats for the Shores Phases Two and Three, which are now under construction. Texas Utilities has requested a number of easements for both phases that were not originally included on the plat. Rather than dedicate those easements by instrument we have requested them to refile the plats. When numerous easements are filed by instrument they are very difficult for builders and future inspectors to locate. The plats are identical to those plats originally approved with the addition of the utility easements required by TU. We would recommend approval.

Attachments:

1. Location Map
2. Plats

Agenda Item: The Shores Two and Three Replat

Item No: IV. D.

CITY OF ROCKWALL
City Council Agenda

Agenda Date: October 15, 1990

Agenda No: VI. A.

Agenda Item: P&Z 90-26-FP - Discuss and Consider Approval of a Plat Vacation for the Existing Phase II and III of the Shores, and Facilities Agreement and Final Plat for Phases II and III of the Shores

Item Generated By: Applicant, Dal-Mac Barnes

Action Needed: Consider action on the vacation of the existing plats and approval or denial of the final plats.

Background Information:

The final plats for Phase 2 and 3 of the Shores conform to and meet all of the conditions established on the preliminary plats, as they were approved. As we mentioned during the consideration of the preliminary plats, there are two existing plats that must also be vacated. A copy of those plats are attached. A portion of the Phase III to be vacated dedicates a portion of the existing Champions Drive. The applicant has submitted a separate dedication for that portion of Champions.

The only issue in regard to the final plats relates to the offsite design and future reimbursement of the extension of Lakeshore Drive. The developer will be constructing two lanes of North Lakeshore through the First Gibraltar property to the south to tie it into the Shores and their development. They will be using existing ROW for this section of roadway that was dedicated in the early 1970's. At that time the box culverts for an existing drainway crossed by the road were installed but the road itself was not built at that time. The construction design for this extension has shown that the drainway served by the box culverts is going to require some work as a part of this project. This will require work on property that is currently controlled by the RTC.

It is our recommendation that the vacation of and final plats and facilities agreement for Phases II and III be approved with the following conditions:

1. That approval be subject to the filing of the dedication of ROW for Champions Drive.
2. That approval be subject to and that construction not begin on North Lakeshore Drive until the offsite drainage issue is resolved.

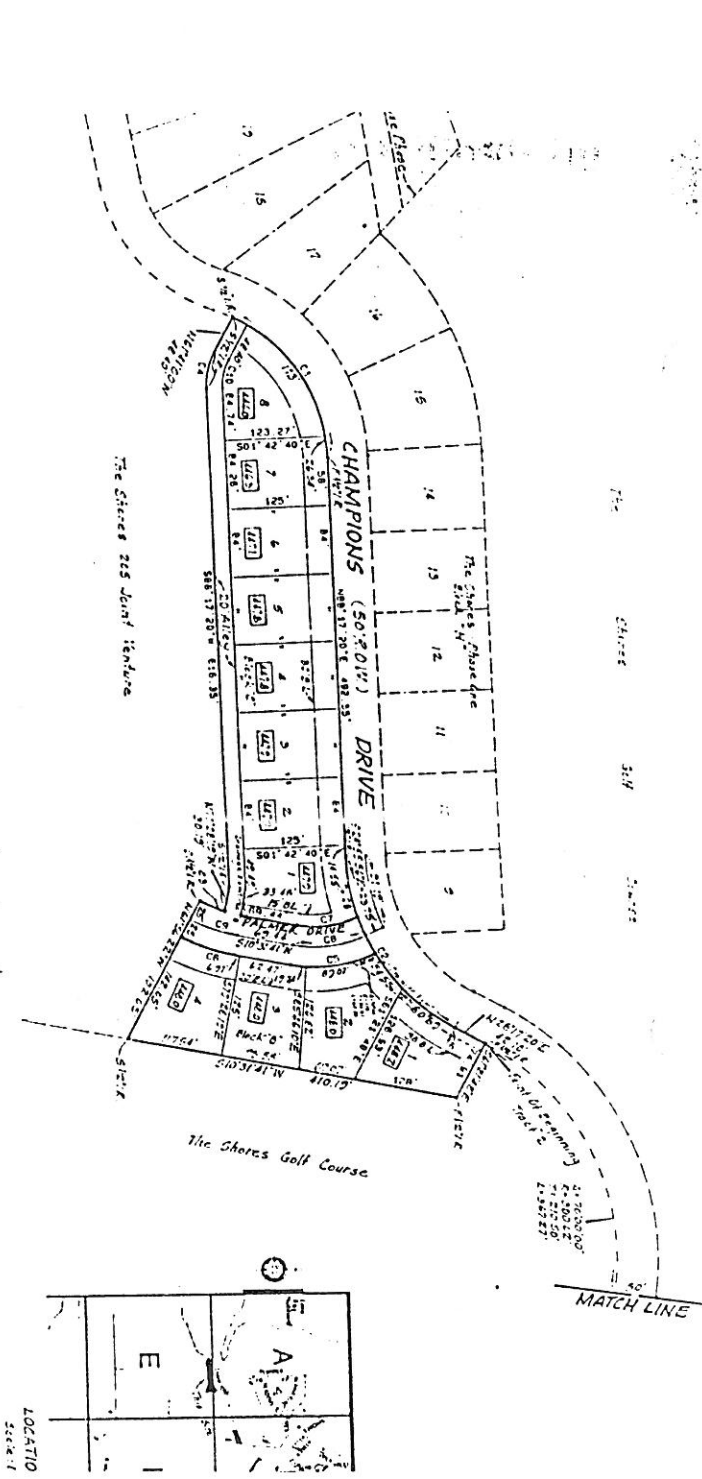
These conditions will be included in the facilities agreement as well as provision for the recovery of costs by the developer from future developers for expenses related to the offsite roadway construction costs, in accordance with our subdivision regulations, and provision for all other required improvements. The agreement will be forwarded to you on Friday.

Attachments:

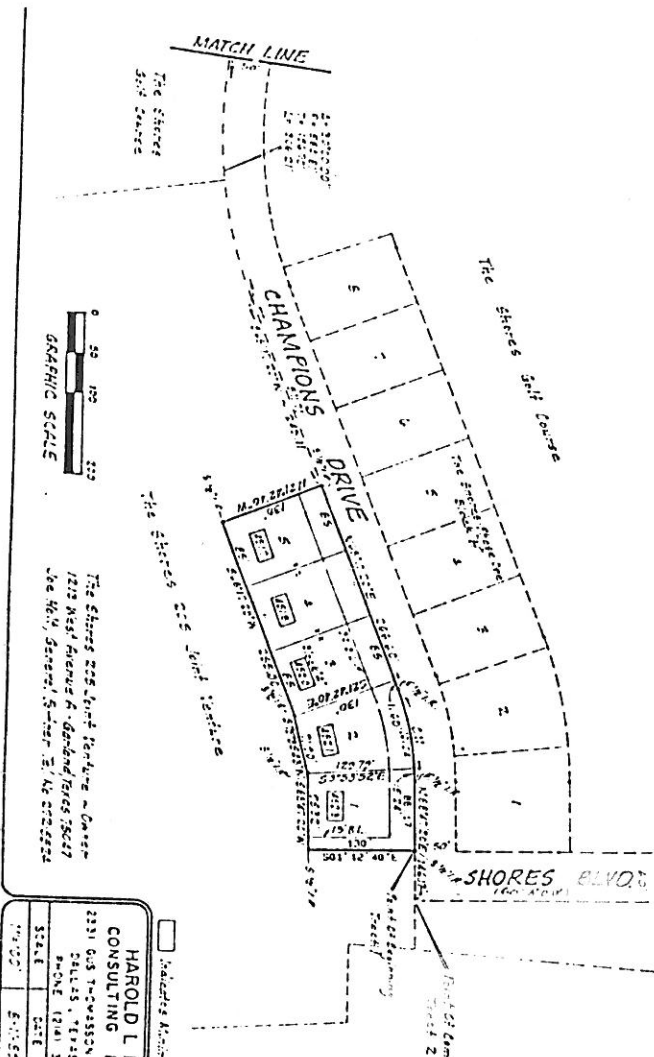
1. Final Plats
2. Plats to be vacated

Agenda Item: Shores Final Plats

Item No: VI. A.

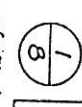


To Be
Vacated



The Shores 225 Joint Venture - Owner
1212 West Avenue A - Garland Texas 75041
The Hon. General S. Carter - 214-497-0222

HAROLD L EVANS CONSULTING ENGINEER 2231 OGB TOWERSSON RD. SUITE C2 DALLAS, TEXAS 75228 PHONE (214) 328-8133 FAX (214) 328-8133		THE SHOK NATHAN BUTLER S THOMAS DEAN S CITY OF ROCKWALL, TX	
11/10/01	5:11:59	JOB NO	5224-11



Block	Section	Lot	Area
Block A	Section 1	1	12,774
Block A	Section 2	2-5	17,050
Block B	Section 1	1	717
Block B	Section 2	1	717

Block	Section	Lot	Area
Block A	Section 1	1	12,774
Block A	Section 2	2-5	17,050
Block B	Section 1	1	717
Block B	Section 2	1	717

90-26

**CITY OF ROCKWALL
City Council Agenda**

Agenda Date: March 18, 1991 **Agenda No:** VI. C.
Agenda Item: Discuss and Consider Approval of a Vacation and Replat of the Shores, Phases II and III, Located North of North Lakeshore Drive and West of SH-205
Item Generated By: Applicant, the Shores
Action Needed: Consider approving the replat of the two phases.

Background Information:

A number of months ago the Commission and Council approved the final plats for the Shores Phases Two and Three, which are now under construction. Texas Utilities has requested a number of easements for both phases that were not originally included on the plat. Rather than dedicate those easements by instrument we have requested them to refile the plats. When numerous easements are filed by instrument they are very difficult for builders and future inspectors to locate. The plats are identical to those plats originally approved with the addition of the utility easements required by TU. We would recommend approval.

The Planning and Zoning Commission will consider this request at their meeting on Thursday night. We will forward their recommendation to you on Friday.

Attachments:

1. Location Map
2. Plats

Agenda Item: The Shores Two and Three Replat **Item No:** VI. C.