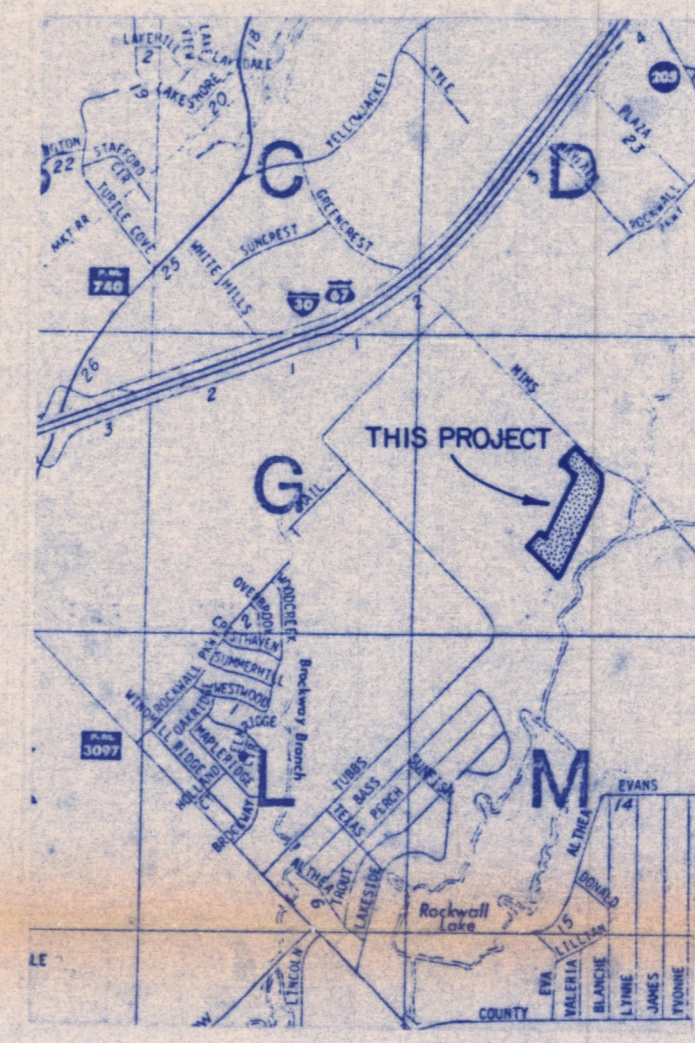


NO.	BEARING	CHORD	DELTA	RADIUS	LENGTH	TAN
C1	N54°15'14"W	244.76	16°38'52"	835.00	242.62	122.17
C2	S10°48'13"E	201.38	70°15'09"	175.00	214.57	123.11
C3	S10°48'13"E	143.84	70°15'09"	125.00	153.27	87.94
C4	S79°16'40"W	85.50	109°54'39"	40.00	76.73	57.03
C5	S14°51'25"E	25.31	29°19'36"	50.00	25.59	13.08
C6	N52°00'45"E	95.76	146°31'33"	50.00	127.87	166.27
C7	S34°11'47"W	20.58	19°44'51"	80.00	20.68	10.44
C8	S34°16'40"W	27.66	19°54'39"	80.00	27.80	14.04
C9	N79°16'40"E	85.50	109°54'39"	40.00	76.73	57.03
C10	N79°16'40"E	106.43	109°54'39"	65.00	124.69	92.68
C11	N10°48'13"W	172.61	70°15'09"	150.00	183.92	105.52
C12	N35°22'49"E	45.33	17°22'47"	150.00	45.50	22.93



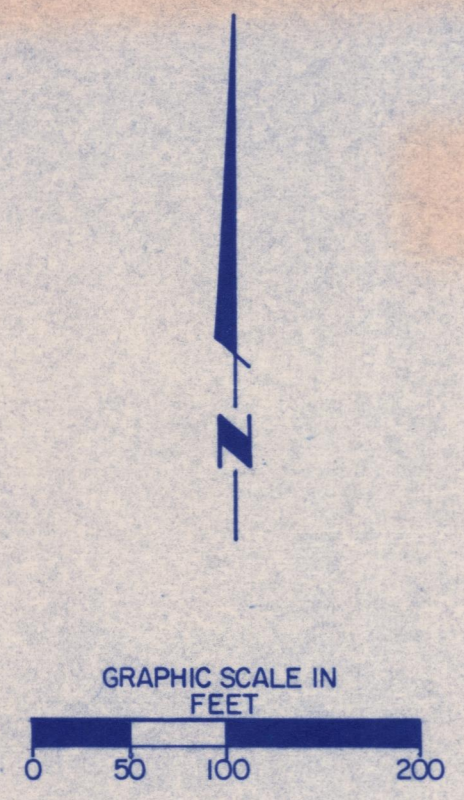
*ST Submission*

NOTE: All Property Corners, Points of Curvature, and Points of Tangency are 1/2" Iron Rods set unless otherwise noted.

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

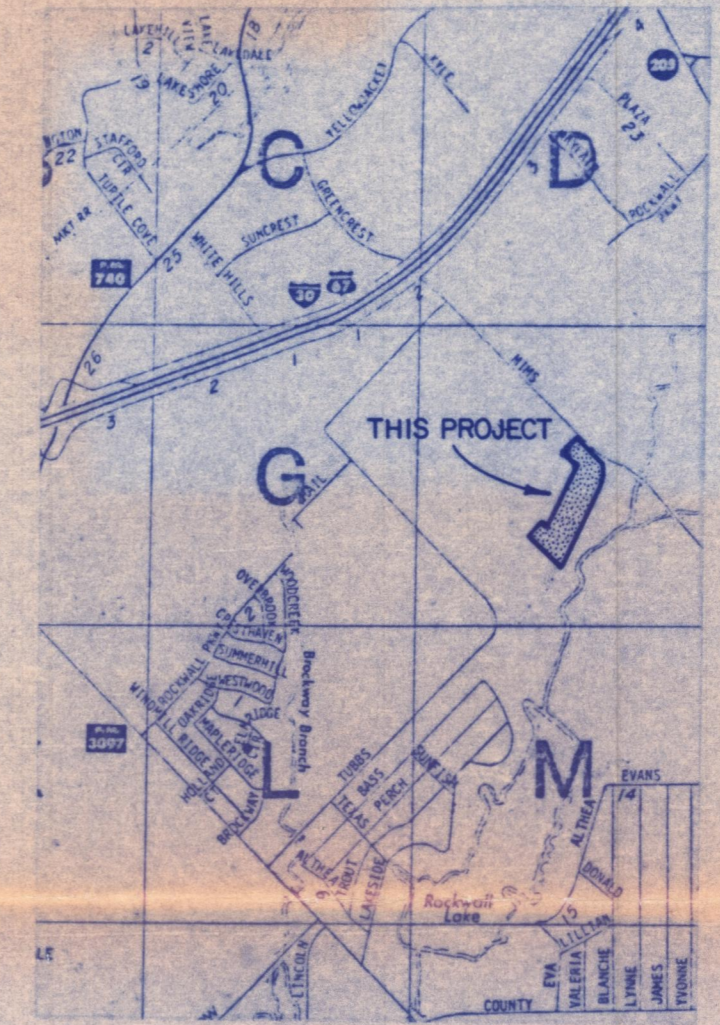
SCALE	DATE	JOB NO.
1" = 100'	6-4-92	90125

**OAKTREE I**  
E.P. GAINES CHISUM SURVEY, ABSTRACT NO. 64  
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS  
RAYMOND B. CAMERON - OWNER  
1101 RIDGE ROAD ROCKWALL, TEXAS



**CURVE DATA**

NO.	BEARING	CHORD	DELTA	RADIUS	LENGTH	TAN
C1	N54°15'14"W	241.76	18°38'52"	835.00	242.62	122.17
C2	S10°48'13"E	201.38	70°15'09"	175.00	214.57	123.11
C3	S10°48'13"E	143.84	70°15'09"	125.00	153.27	87.94
C4	S79°16'40"W	65.50	109°54'39"	40.00	76.73	57.03
C5	S14°51'25"E	25.31	29°19'36"	50.00	25.59	13.08
C6	N52°00'45"E	95.76	146°31'33"	50.00	127.87	186.27
C7	S34°11'47"W	20.58	19°44'51"	60.00	20.68	10.44
C8	S34°16'40"W	27.66	19°54'39"	60.00	27.80	14.04
C9	N79°16'40"E	65.50	109°54'39"	40.00	76.73	57.03
C10	N79°16'40"E	106.43	109°54'39"	65.00	124.69	92.68
C11	N10°48'13"E	172.61	70°15'09"	150.00	183.92	105.52
C12	N35°22'49"E	45.33	17°22'47"	150.00	45.50	22.93



**LOCATION MAP**  
SCALE: 1" = 2,000'

**SURFACE ADJUSTED COORDINATES**

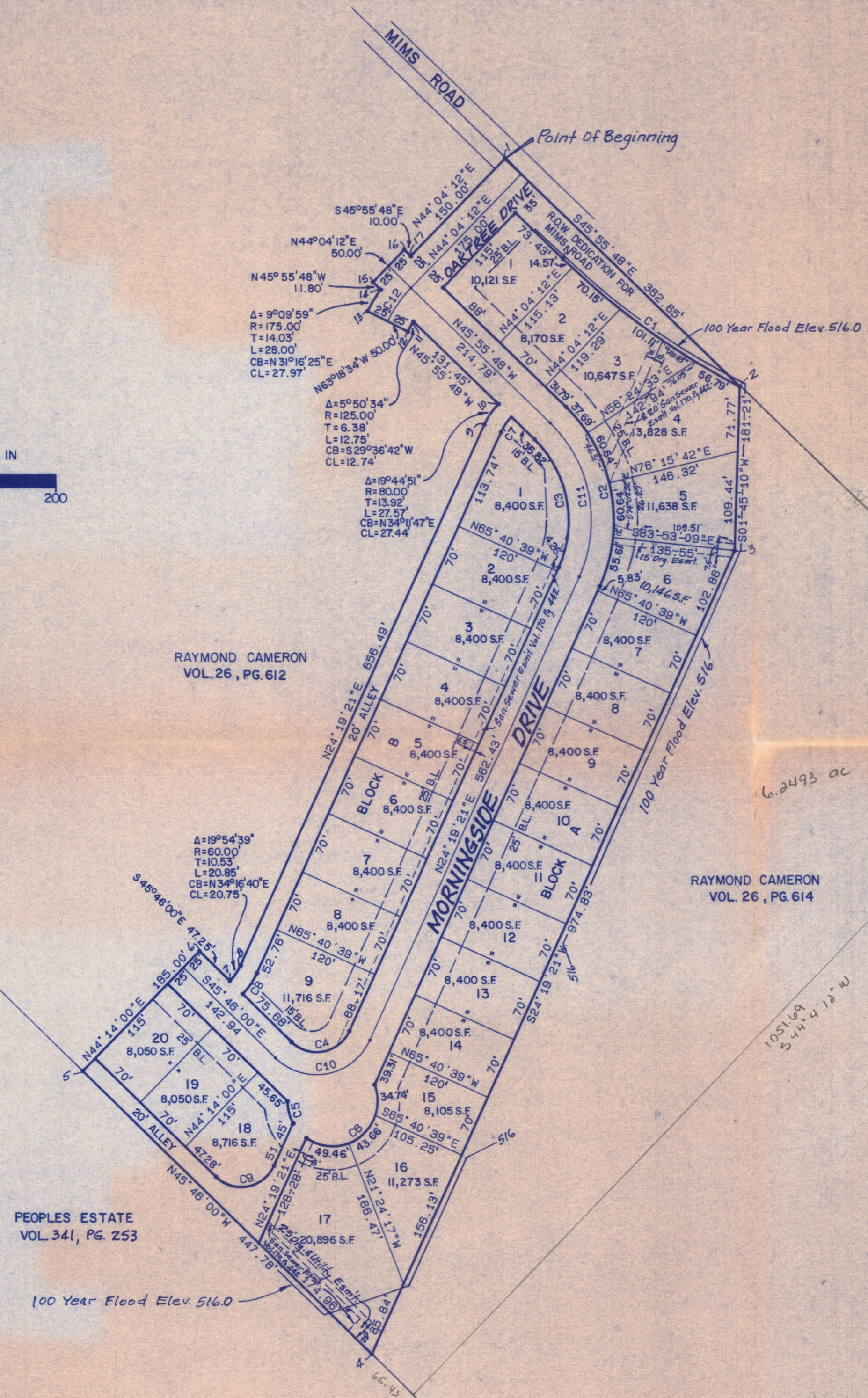
Point #	Northing	Easting
1	7,016,280.7623	2,597,399.5451
2	7,016,028.5253	2,597,660.1056
3	7,015,847.3969	2,597,654.5627
4	7,014,959.0883	2,597,253.0553
5	7,015,271.4546	2,596,932.2152
6	7,015,404.0081	2,597,061.2677
7	7,015,371.0452	2,597,095.1249
8	7,015,388.1877	2,597,106.8090
9	7,015,986.4107	2,597,377.2004
10	7,016,009.1039	2,597,392.6205
11	7,016,100.5309	2,597,298.1766
12	7,016,089.4539	2,597,291.8809
13	7,016,111.9124	2,597,247.2086
14	7,016,135.8160	2,597,261.7272
15	7,016,144.0198	2,597,253.2527
16	7,016,179.9443	2,597,288.0295
17	7,016,172.9889	2,597,295.2144

NOTE: 1. All Property Corners, Points of Curvature, and Points of Tangency are 1/2" Iron Rods set unless otherwise noted.  
2. Lots 1-17, Block "A" shall have a minimum finished floor elev. of 518.00.

2nd Submission

Harold L. Evans  
6-30-92

1  
9



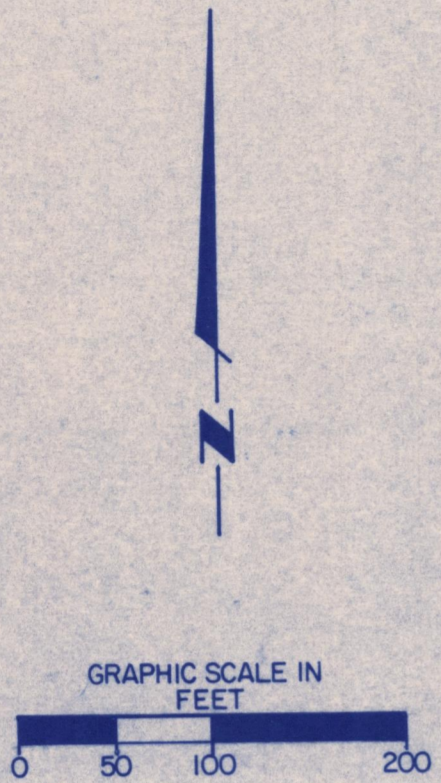
**HAROLD L. EVANS**  
CONSULTING ENGINEER  
2331 GUS THOMASSON RD. SUITE 102  
DALLAS, TEXAS 75228  
PHONE (214) 328-8133

SCALE	DATE	JOB NO.
1" = 100'	6-4-92	90125

**OAKTREE I**

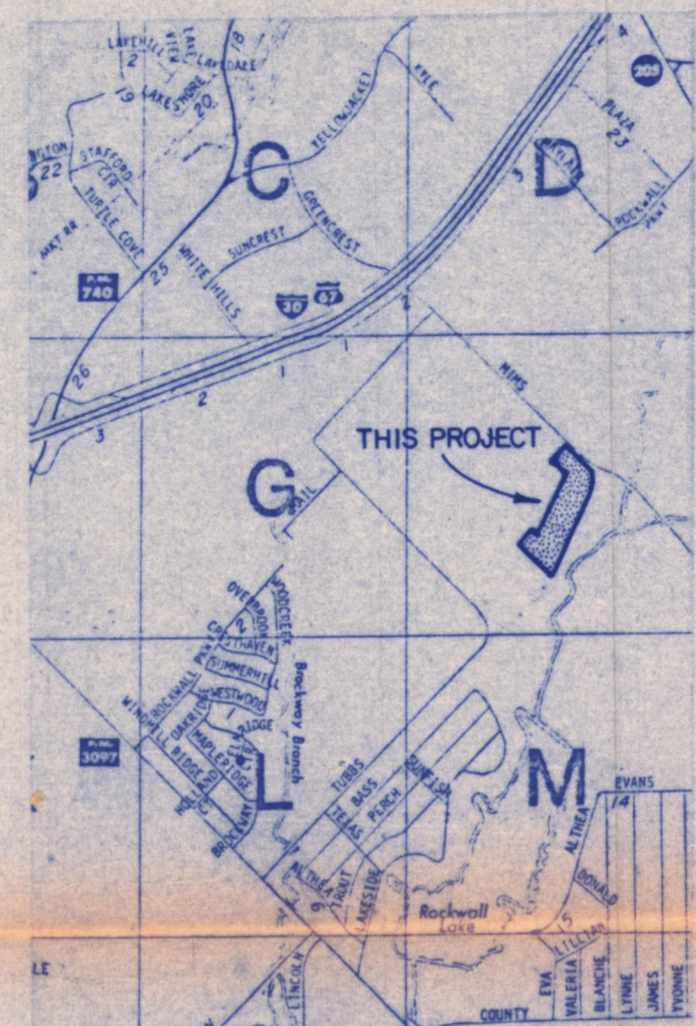
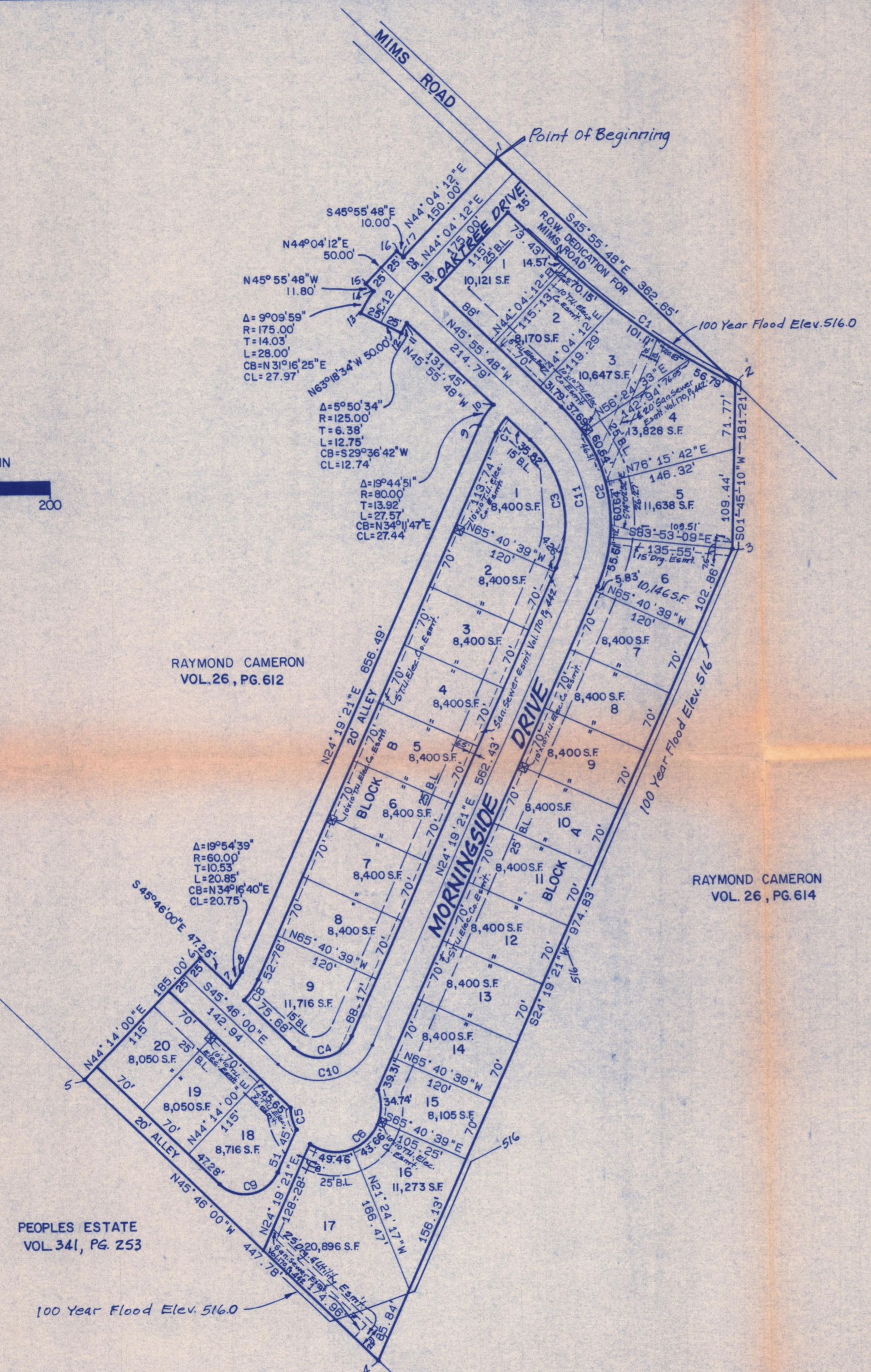
E.P. GAINES CHISUM SURVEY, ABSTRACT NO. 64  
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

Oaktree Partners, L.P. - S.M.C.D.C. Inc., a Mississippi Corp. ~ Owner  
805 South Wheatley, Suite 520 Ridgeland, Mississippi, 39157 Tel. (601) 957-5884



**CURVE DATA**

NO.	BEARING	CHORD	DELTA	RADIUS	LENGTH	TAN
C1	N54°15'14"W	241.76	16°38'52"	835.00	242.62	122.17
C2	S10°48'13"E	201.38	70°15'09"	175.00	214.57	123.11
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C8	S34°16'40"W	27.66	19°54'39"	80.00	27.80	14.04
C9	N79°16'40"E	65.50	109°54'39"	40.00	76.73	57.03
C10	N79°16'40"E	106.43	109°54'39"	65.00	124.69	92.68
C11	N10°48'13"W	172.61	70°15'09"	150.00	183.92	105.52
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**SURFACE ADJUSTED COORDINATES**

Point #	Northing	Easting
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2	7,016,028.5253	2,597,660.1056
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7	7,015,371.0452	2,597,095.1249
8	7,015,388.1877	2,597,106.8090
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16	7,016,179.9443	2,597,288.0295
17	7,016,172.9889	2,597,295.2144

NOTE: 1. All Property Corners, Points of Curvature, and Points of Tangency are 1/2" Iron Rods set unless otherwise noted.  
 2. Lots 1-17, Block "A" shall have a minimum finished floor elev. of 518.00.

3rd Submission

6-20-92

1  
9

**HAROLD L. EVANS**  
**CONSULTING ENGINEER**

2331 GUS THOMASSON RD. SUITE 102  
 DALLAS, TEXAS 75228  
 PHONE (214) 328-8133

SCALE	DATE	JOB NO.
1" = 100'	6-4-92	90125

**OAKTREE I**

**E.P. GAINES CHISUM SURVEY, ABSTRACT NO. 64**

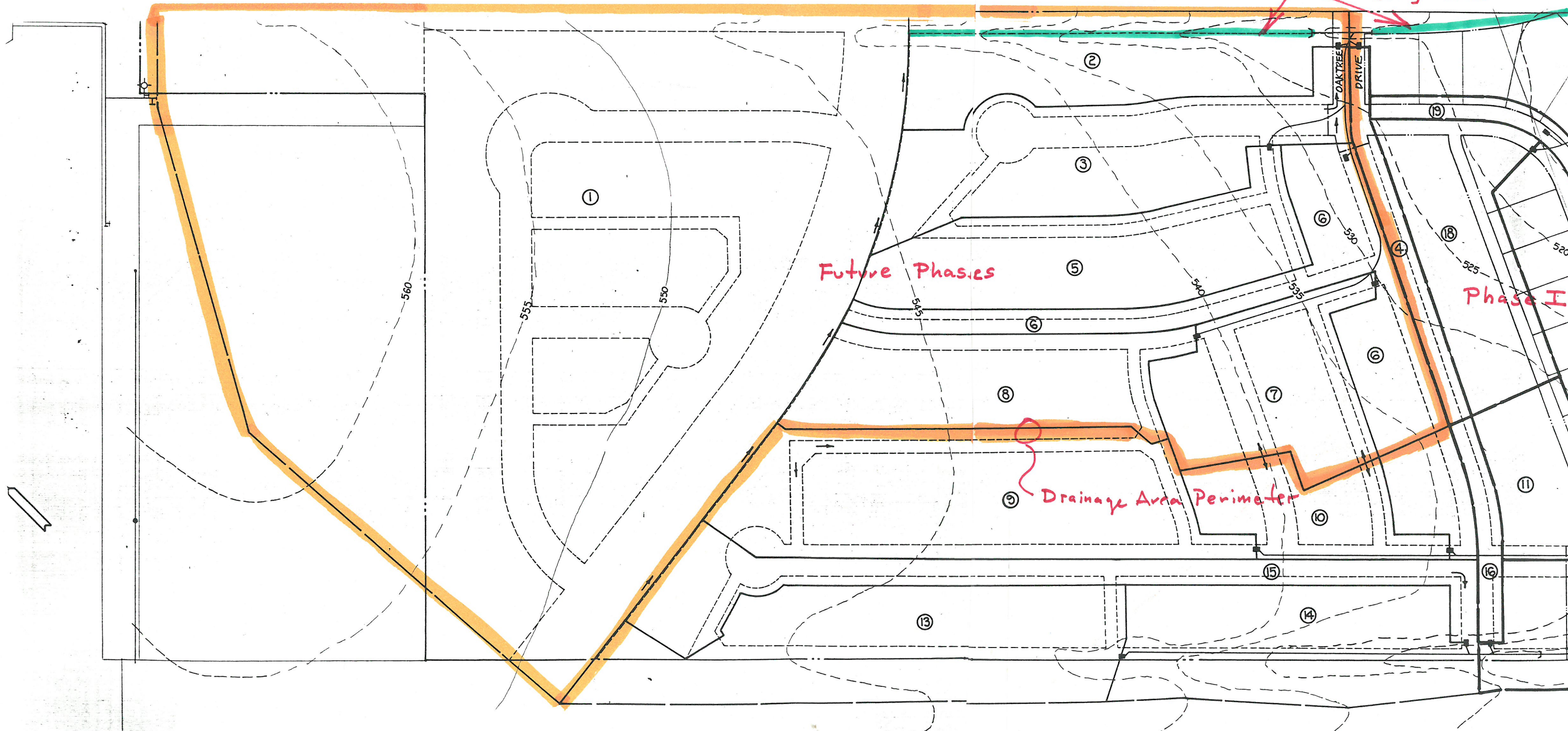
**CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS**

Oaktree Partners, L.P. - S.M.C.D.C. Inc., a Mississippi Corp. ~ Owner  
 805 South Wheatley, Suite 520 Ridgeland, Mississippi, 39157 Tel. (601) 957-5884

Rev. 7-03-92  
 Rev. 7-13-92

Mims Rd

Future Storm Sewer Improvements  
Along Mims



Future Phases

Phase I

Drainage Area Perimeter

**CITY OF ROCKWALL**

**FACILITIES AGREEMENT**

**For the Oak Tree Development**

**THIS AGREEMENT** entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the City of Rockwall, Texas, hereinafter known as the "CITY", and \_\_\_\_\_ 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 Oak Tree, Phase 1; 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, as identified on Exhibit "A", attached hereto and made a part hereof, 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. Specific conditions are as follows:

1. The Developer shall plant photinias behind each lot abutting Mims Road prior to acceptance of the subdivision by the City. Said plants shall be placed on three foot centers and shall be a minimum of three feet in height at time of planting. The location of the plants shall be approved by the City Engineer. The Developer shall be responsible

for watering and maintaining the plants until such time as the lots are sold.

## **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 for 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.

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. Any modification, review or evaluation by the City Engineer shall substantially conform to accepted engineering practices.

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 Oak Tree, Phase 1, the developer shall complete the following:

1. All required Rights-of-way shall be dedicated to the City at the time of platting.

2. The Developer shall escrow with the City the required escrow payments for the improvement of Mims Road in the amount prescribed by the City Engineer for Phase 1. Escrow for additional phases shall be assessed by the City at the time of final platting and paid by the Developer prior to construction of each phase. The amount of the escrow shall be determined by the City Engineer in accordance with the City's established policy at that time.
3. Alleys shall not be required behind the lots backing up to Mims Road, the 6-lane thoroughfare, Rochell Elementary School or the Buffalo Creek drainway, as shown on Exhibit "A".
4. The Developer shall repair Mims Road during construction of each phase of Oak Tree and shall repair Mims Road to its original condition, as determined by the City Engineer, upon completion and prior to acceptance of each phase of development.
5. The Developer hereby agrees that all lots backing up to Mims Road shall not be served with driveway access from Mims Road.

#### **D. UTILITIES**

1. Water -
  - a. All required onsite and offsite water lines and other improvements shall be constructed by the Developer and must be accepted by the City prior to the issuance of any Building Permit, unless otherwise approved herein.
  - b. The Developer shall construct a 16 inch offsite water line to serve the development. The City shall pay the difference in the cost of oversizing the line over an eight inch line needed to serve the development.
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.
- b. The Developer agrees to construct a lined drainage channel along Mims Road adjacent to the lots in Phase 1 in conjunction with the development of Phase 1, in accordance with the design approved by the City Engineer. Prior to construction of any additional phase within the area designated on Exhibit "B", attached hereto and made a part hereof, the Developer agrees to escrow funds for the future construction of a storm sewer along Mims Road based upon the ratio of the area to be developed within the drainage area to the total cost of the required storm drainage facility. The calculations and costs to be included shall be determined by the City Engineer. If Mims Road is improved by the City prior to the full development of the tract described in Exhibit "B" the Developer shall reimburse the City the prorated cost of the storm sewer in the manner described above.

#### **D. PARKS**

1. The Developer agrees to dedicate to the City the area designated on Exhibit "C", attached hereto and made a part hereof, prior to the filing of the final plat. Such dedication shall constitute the Developer's compliance with the parkland dedication ordinance of the City for full development of Oak Tree as shown on Exhibit "A".

#### **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.

#### **F. FEES TO BE PAID BY THE DEVELOPER**

1. The Developer and subsequent subdividers within the Development hereby agree to pay the City all required fees, including impact fees, at the time specified in the applicable City ordinances, except as specified herein.



2. The Developer shall be responsible for paying all required impact fees related to water improvements prior to construction of any phase. The Developer shall be exempt from any applicable sewer impact fees in accordance with the easement granted on the property and filed of record in the Deed Records of Rockwall County, Vol. \_\_\_ P. \_\_\_\_.

#### **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 ten per cent (10%) 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 such development.

#### **J. AMENDMENTS**

This Agreement may be changed or modified only with the written consent of the Developer and of the governing City Council of the City. Such modification may be requested by either party, but shall not in any event be effective unless and until approved by 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 to be held as tax lien against the property by the City.

**L. CONTINUITY**

This Agreement shall be a covenant running with the land, as identified on Exhibit "A", 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, as it pertains to the development of the tract of land identified on Exhibit "A", 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.

\_\_\_\_\_  
Developer Name

CITY OF ROCKWALL

By: \_\_\_\_\_  
Name and 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 \_\_\_\_\_
Company Name

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

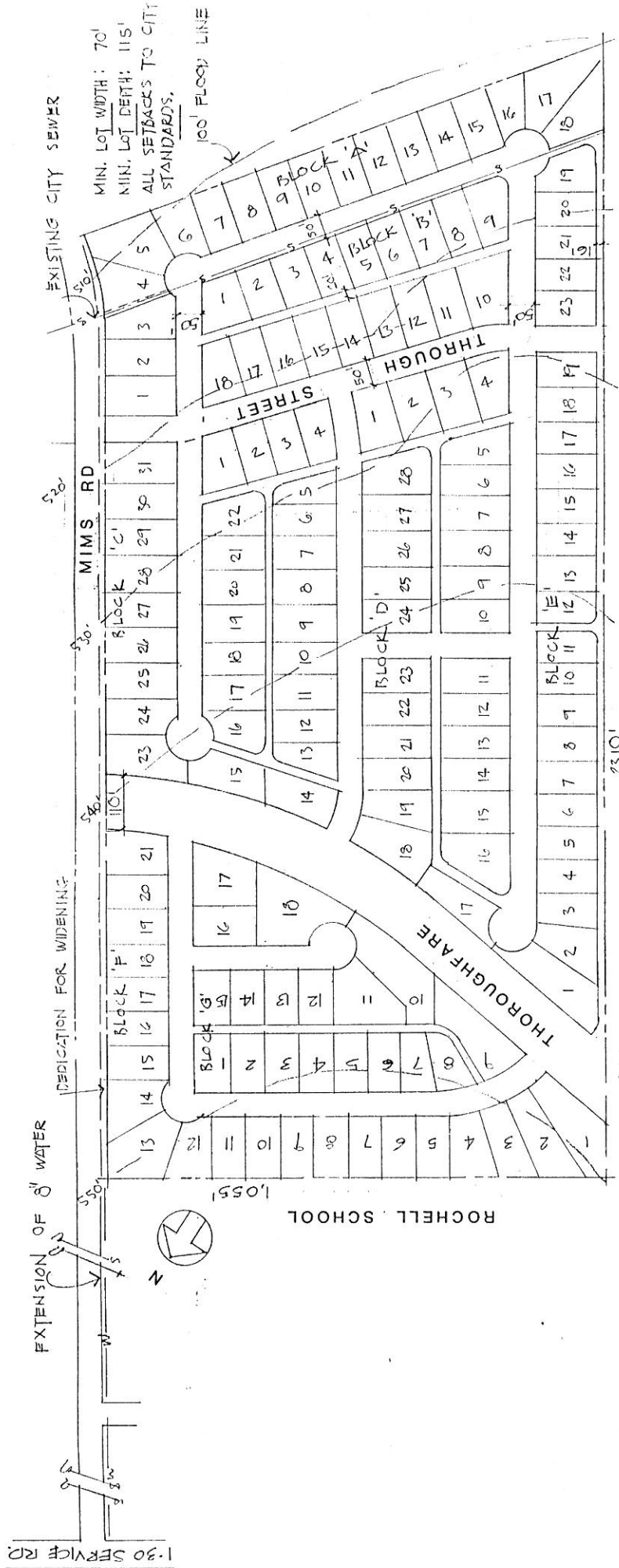
My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_

Printed Name

Exhibit "A"



# OAK TREE

ROCKWALL TEXAS

30 JAN 1992

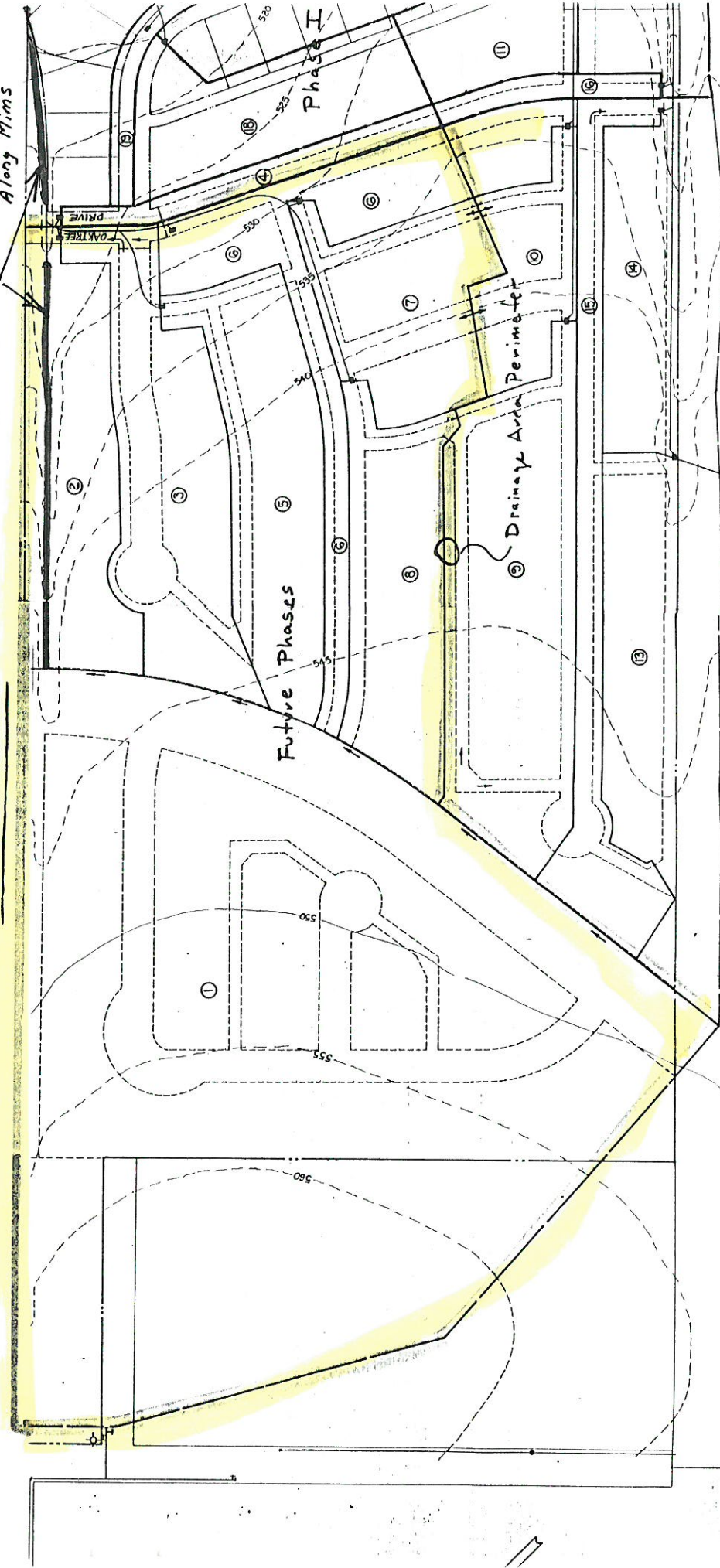
1" = 200'

RAMSAY ARCHITECTS

Exhibit B

Mims Rd

Future Storm Sewer Improvements  
Along Mims



NO.	BEARING
C1	N54°15'11"E
C2	S10°48'11"E
C3	S10°48'11"E
C4	S79°16'40"E
C5	S14°51'28"E
C8	N52°00'41"E
C7	S34°11'41"E
C8	S79°16'40"E
C9	N79°16'40"E
C10	N79°16'40"E
C11	N10°48'11"E
C12	N35°22'48"E

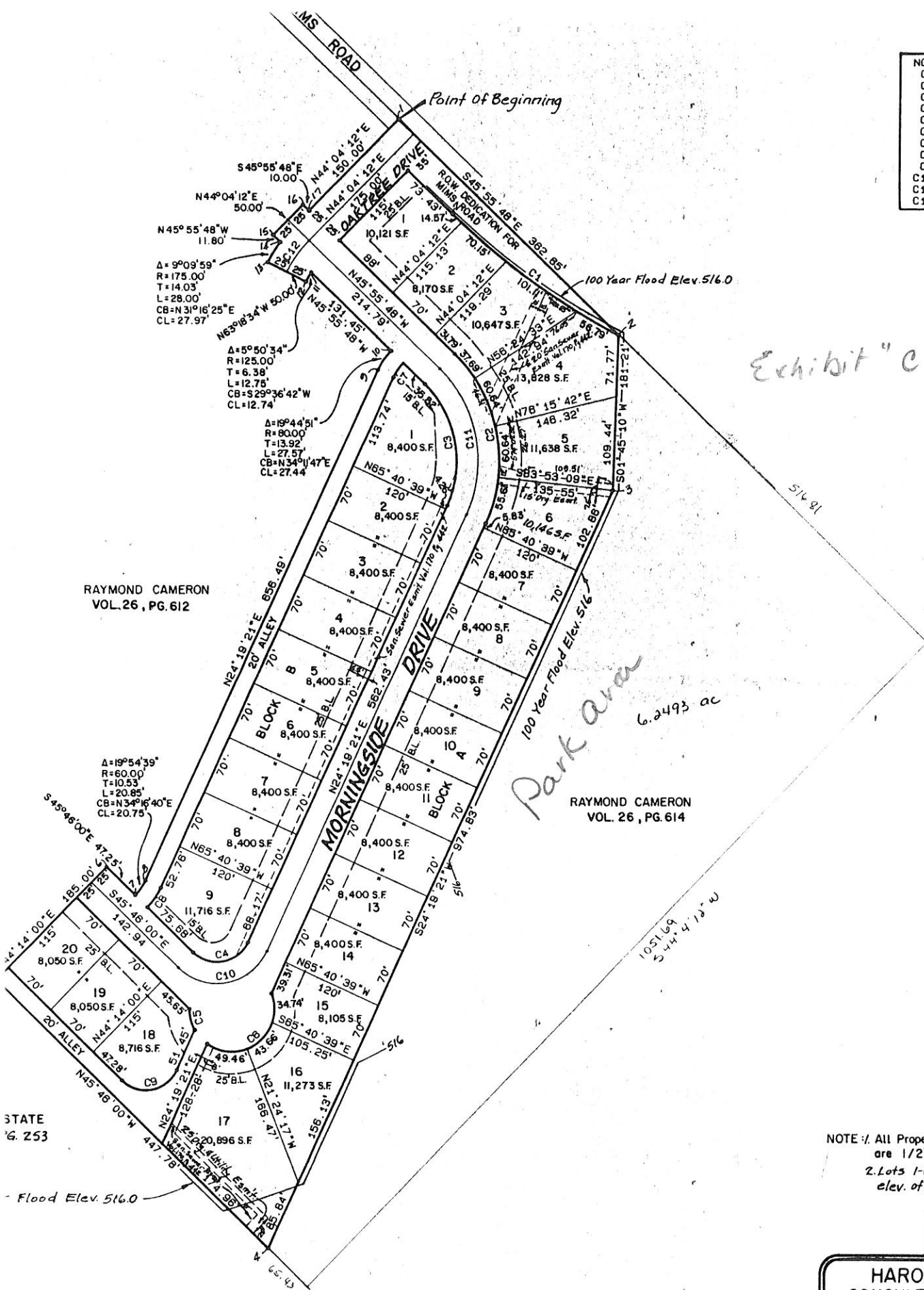


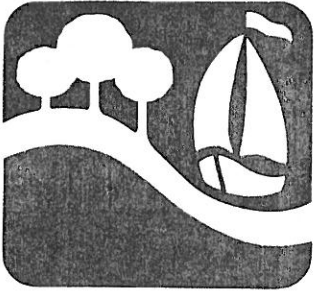
Exhibit "C"

- Point
- 1
  - 2
  - 3
  - 4
  - 5
  - 6
  - 7
  - 8
  - 9
  - 10
  - 11
  - 12
  - 13
  - 14
  - 15
  - 16
  - 17

NOTE: All Property Corners, P are 1/2" Iron Rods set  
 2. Lots 1-17, Block "A":  
 elev. of 518.00.

**HAROLD L. EV**  
**CONSULTING EN**  
 2331 GUS THOMASSON R  
 DALLAS, TEXAS  
 PHONE (214) 328

SCALE	DATE
1" = 100'	6-4-92



**CITY OF ROCKWALL**  
"THE NEW HORIZON"

November 24, 1992

Mr. Ross Ramsay  
1101 Ridge Road  
Rockwall, Texas 75087

re: Final Plat

Dear Mr. Ramsay:

On Monday, July 20, 1992 the Rockwall City Council approved the final plat and facilities agreement for your Oak Tree Addition. Please return two (2) sets of executed mylars to my office so we can then execute our portion of the plat and file it with the County. The plat must be filed with the County within 120 days of approval or it is void.

Also, please see that attached correspondence dated July 21, 1992. If you have any questions regarding the plat don't hesitate to contact me.

Sincerely,

*Hilda Crangle*  
Hilda Crangle  
City Secretary

attachment



**CITY OF ROCKWALL**  
"THE NEW HORIZON"

July 21, 1992

Mr. Ross Ramsey  
1101 Ridge Road  
Rockwall, Texas 75087

Dear Mr. Ramsey:

On Monday, July 20 the City Council approved the final plat and facilities agreement for your Oak Tree Addition. You will need to return two mylars, executed by the current owner(s) of the property, of the final plat to this office within 100 days of approval for completion and recordation. If the final plat is not recorded within 120 days of approval the final plat approval is void. Two copies of the approved facilities agreement are also enclosed for execution.

In addition to the above stated items, prior to the recordation of the final plat you will need to complete the following items:

1. Submit the previously requested final plat application form for our files and the filing fee of \$313.50.
2. Submit the necessary donation documents for the park area to the south of Phase I. You will need to coordinate this with Rick Crowley, the Director of Public Services. We will need a boundary survey of the area to be donated.

If you have any questions regarding these items don't hesitate to contact me.

Sincerely,

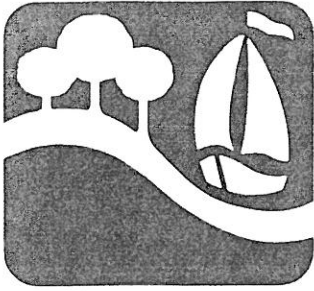
A handwritten signature in cursive script, appearing to read "Julie Couch", with a long horizontal flourish extending to the right.

Julie Couch  
Assistant City Manager

hcc

attachment





**CITY OF ROCKWALL**  
"THE NEW HORIZON"

July 10, 1992

Ross Ramsey  
1101 Ridge Road  
Rockwall, Texas 75087

Dear Mr. Ramsey:

Your final plat is scheduled to be heard by the Rockwall Planning and Zoning Commission on Thursday, July 16 at 7:00 P.M. You are also scheduled for review by the Rockwall City Council on Monday, July 20 at 7:00 P.M. You or your representative need to be present at both of these meetings to present your request. Additionally, we have not received an application on your final plat nor the filing fee of \$313.50. Please submit these to my office prior to the meeting on July 16.

If you have any questions don't hesitate to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Julie Couch", with a long horizontal flourish extending to the right.

Julie Couch  
Assistant City Manager



**CITY OF ROCKWALL**  
**Planning and Zoning Agenda**

**Agenda Date:** July 9, 1992

**Agenda No:** IV. A.

**Agenda Item:** P&Z 92-22-FP - Discuss and Consider Approval of a Request from Raymond Cameron for a Final Plat for Oak Tree, Phase 1

**Item Generated By:** Applicant, Raymond Cameron

**Action Needed:** Consider recommending approval of the final plat.

**Background Information:**

Several months ago the Commission and Council approved a preliminary plat for an SF-7 residential development south of I-30 along the west side of Mims Road. A number of issues were addressed in that approval including the alignment of a future 6 lane thoroughfare in the northern portion of the property, the waiver of alley requirements for the lots that back up to Mims Road or the drainage area, and the dedication of parkland in the drainage area for the development. The final plat has been prepared and it conforms to the preliminary plat as it was approved. The applicant has indicated a desire to dedicate the floodplain area to the south in lieu of paying a parkland escrow fee. The park board will review this issue prior to the consideration by the City Council. The developer will have to escrow one half of the cost of improving Mims Road along the length of the area being platted as a part of the subdivision requirements.

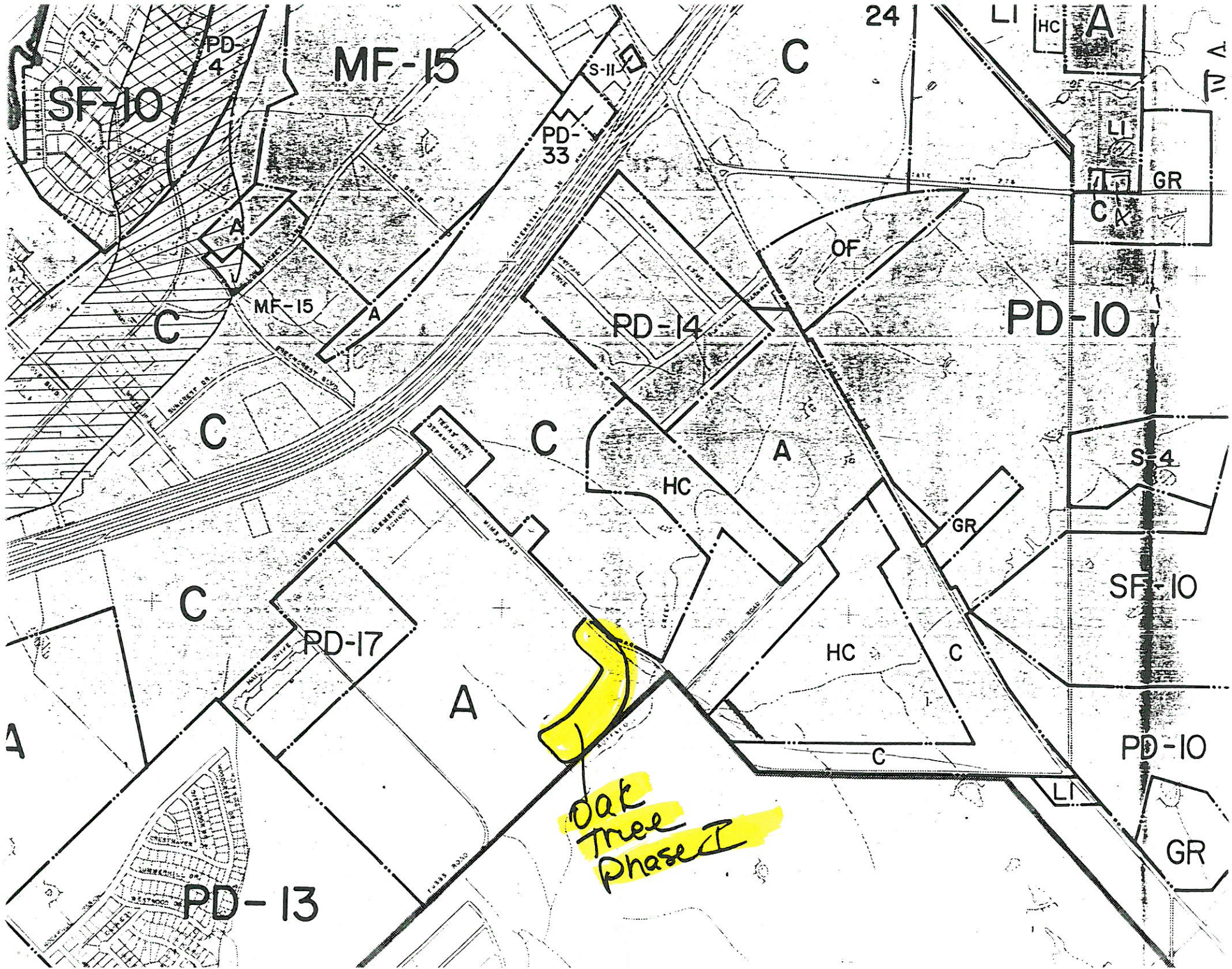
The engineering review has been completed and there are still some changes in the engineering and plat information that need to be completed. We would recommend approval of the plat with the condition that all corrections be completed prior to the plat being considered by the City Council.

**Attachments:**

1. Location Map
2. Plat

**Agenda Item:** Final Plat on Oak Tree Phase 1

**Item No:** IV. A.



SF-10

MF-15

PD-4

S-II

PD-33

24

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MF-15

PD-14

PD-10

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S-4

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SF-10

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PD-17

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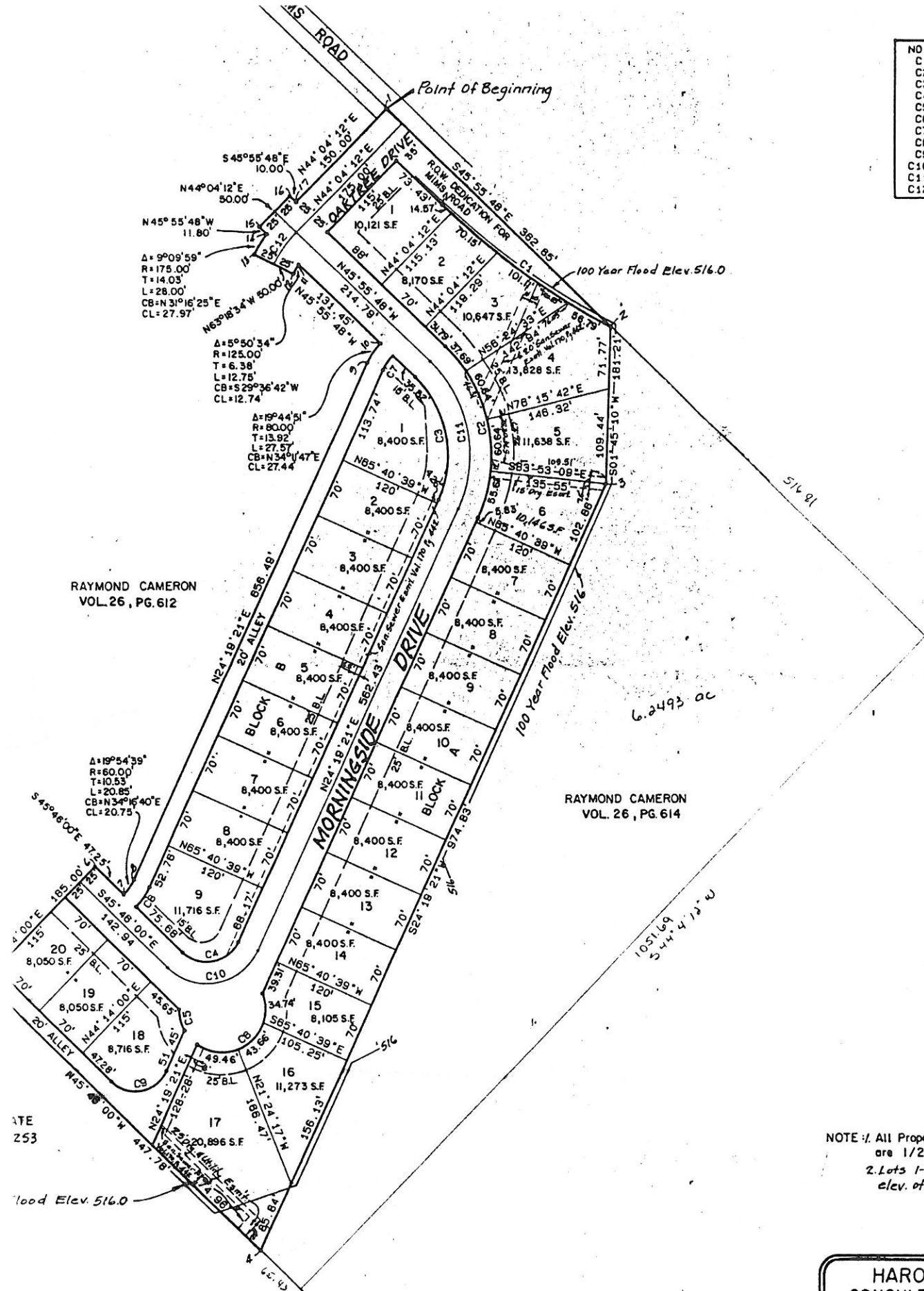
PD-10

PD-13

Oak tree Phase I

GR

NO.	BEARING
C1	N54° 15' 11"
C2	S10° 48' 11"
C3	S10° 48' 11"
C4	S79° 18' 40"
C5	S14° 51' 29"
C6	N52° 00' 48"
C7	S34° 11' 40"
C8	S34° 18' 40"
C9	N78° 18' 40"
C10	N78° 18' 40"
C11	N10° 48' 11"
C12	N35° 22' 48"



RAYMOND CAMERON  
VOL. 26, PG. 612

RAYMOND CAMERON  
VOL. 26, PG. 614

6.2493 ac

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NOTE: 1. All Property Corners, P are 1/2" Iron Rods set  
2. Lots 1-17, Block "A":  
elev. of 518.00.

**HAROLD L. EV**  
CONSULTING EN  
2331 GUS THOMASSON R  
DALLAS, TEXAS  
PHONE (214) 32E

SCALE	DATE
1" = 100'	6-4-92

**CITY OF ROCKWALL**  
**City Council Agenda**

**Agenda Date:** July 20, 1992 **Agenda No:** VII. A.

**Agenda Item:** P&Z 92-22-FP - Discuss and Consider Approval of a Request from Raymond Cameron for a Final Plat for Oak Tree, Phase 1

**Item Generated By:** Applicant, Raymond Cameron

**Action Needed:** Consider recommending approval of the final plat.

**Background Information:**

The Commission has recommended approval of the final plat subject to the following conditions:

1. That a facilities agreement be entered into in conjunction with the final plat to address the immediate and future provision of storm drainage facilities on Mims Road.
2. That any necessary utility easements be included on the plat prior to filing of the plat.
3. That the dedication of 7 acres of land along the Buffalo Creek drainage area be accepted in lieu of paying parkland dedication fees.

During the engineering review it was identified that storm drainage improvements will be needed for the drainage channel along Mims Road. The channel currently carries a great deal of water and the lots in this phase will need to be protected with a lined channel. In addition, in the future this development will necessitate the construction of a storm sewer along Mims Road to handle the storm drainage generated by this development. To ensure that the appropriate drainage structures are built in the future we propose to enter into a facilities agreement that provides for this future improvement. We have drafted a facilities agreement that addresses all of the conditions established with the preliminary plat as well as the conditions recommended by the Commission for this phase. A copy of the proposed facilities agreement is attached.

**Attachments:**

1. Facilities Agreement

**Agenda Item:** Final Plat on Oak Tree Phase 1 **Item No:** VII. A.

MEMORANDUM

July 20, 1992

TO: Mayor and Members of the City Council

FROM: Julie Couch, Assistant City Manager

RE: Additions to the Facilities Agreement for Oak Tree

Attached is a revised copy of the Facilities Agreement. I was able to speak to the City Attorney this afternoon and we have made some changes. The changes include more definitive language as to the site being considered and we have also included the other previously included conditions from the preliminary plat. The changes are highlighted.

**CITY OF ROCKWALL**

**FACILITIES AGREEMENT**

**For the Oak Tree Development**

**THIS AGREEMENT** entered into on the \_\_\_\_ day of \_\_\_\_, 19\_\_, by and between the City of Rockwall, Texas, hereinafter known as the "CITY", and \_\_\_\_\_ 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 Oak Tree, Phase 1; 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, as identified on Exhibit "A", attached hereto and made a part hereof, 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. Specific conditions are as follows:

1. The Developer shall plant photinias behind each lot abutting Mims Road prior to acceptance of the subdivision by the City. Said plants shall be placed on three foot centers and shall be a minimum of three feet in height at time of planting. The location of the plants shall be approved by the City Engineer. The Developer shall be responsible for watering and maintaining the plants until such time as the lots are sold.



## **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 for 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.

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. Any modification, review or evaluation by the City Engineer shall substantially conform to accepted engineering practices.

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 Oak Tree, Phase 1, the developer shall complete the following:

1. All required Rights-of-way shall be dedicated to the City at the time of platting.
2. The Developer shall escrow with the City the required escrow payments for the improvement of Mims Road in the amount prescribed by the City

Engineer for Phase 1. Escrow for additional phases shall be assessed by the City at the time of final platting and paid by the Developer prior to construction of each phase. The amount of the escrow shall be determined by the City Engineer in accordance with the City's established policy at that time.

3. Alleys shall not be required behind the lots backing up to Mims Road, the 6-lane thoroughfare, Rochell Elementary School or the Buffalo Creek drainway, as shown on Exhibit "A".
4. The Developer shall repair Mims Road during construction of each phase of Oak Tree and shall repair Mims Road to its original condition, as determined by the City Engineer, upon completion and prior to acceptance of each phase of development.
5. The Developer hereby agrees that all lots backing up to Mims Road shall not be served with driveway access from Mims Road.

#### D. UTILITIES

1. Water -
  - a. All required onsite and offsite water lines and other improvements shall be constructed by the Developer and must be accepted by the City prior to the issuance of any Building Permit, unless otherwise approved herein.
  - b. The Developer shall construct a 16 inch offsite water line to serve the development. The City shall pay the difference in the cost of oversizing the line over an eight inch line needed to serve the development.
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.

- b. The Developer agrees to construct a lined drainage channel along Mims Road adjacent to the lots in Phase 1 in conjunction with the development of Phase 1, in accordance with the design approved by the City Engineer. Prior to construction of any additional phase within the area designated on Exhibit "B", attached hereto and made a part hereof, the Developer agrees to escrow funds for the future construction of a storm sewer along Mims Road based upon the ratio of the area to be developed within the drainage area to the total cost of the required storm drainage facility. The calculations and costs to be included shall be determined by the City Engineer. If Mims Road is improved by the City prior to the full development of the tract described in Exhibit "B" the Developer shall reimburse the City the prorated cost of the storm sewer in the manner described above.

#### **D. PARKS**

1. The Developer agrees to dedicate to the City the area designated on Exhibit "C", attached hereto and made a part hereof, prior to the filing of the final plat. Such dedication shall constitute the Developer's compliance with the parkland dedication ordinance of the City for full development of Oak Tree as shown on Exhibit "A".

#### **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.

#### **F. FEES TO BE PAID BY THE DEVELOPER**

1. The Developer and subsequent subdividers within the Development hereby agree to pay the City all required fees, including impact fees, at the time specified in the applicable City ordinances, except as specified herein.
2. The Developer shall be responsible for paying all required impact fees related to water improvements prior to construction of any phase. The Developer shall be exempt from any applicable sewer impact fees in

accordance with the easement granted on the property and filed of record in the Deed Records of Rockwall County, Vol. \_\_\_ P. \_\_\_.

#### **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 ten per cent (10%) 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 such development.

#### **J. AMENDMENTS**

This Agreement may be changed or modified only with the written consent of the Developer and of the governing City Council of the City. Such modification may be requested by either party, but shall not in any event be effective unless and until approved by 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 to be held as tax lien against the property by the City.

**L. CONTINUITY**

This Agreement shall be a covenant running with the land, as identified on Exhibit "A", 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, as it pertains to the development of the tract of land identified on Exhibit "A", 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.

(Name of Developer)

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 )(

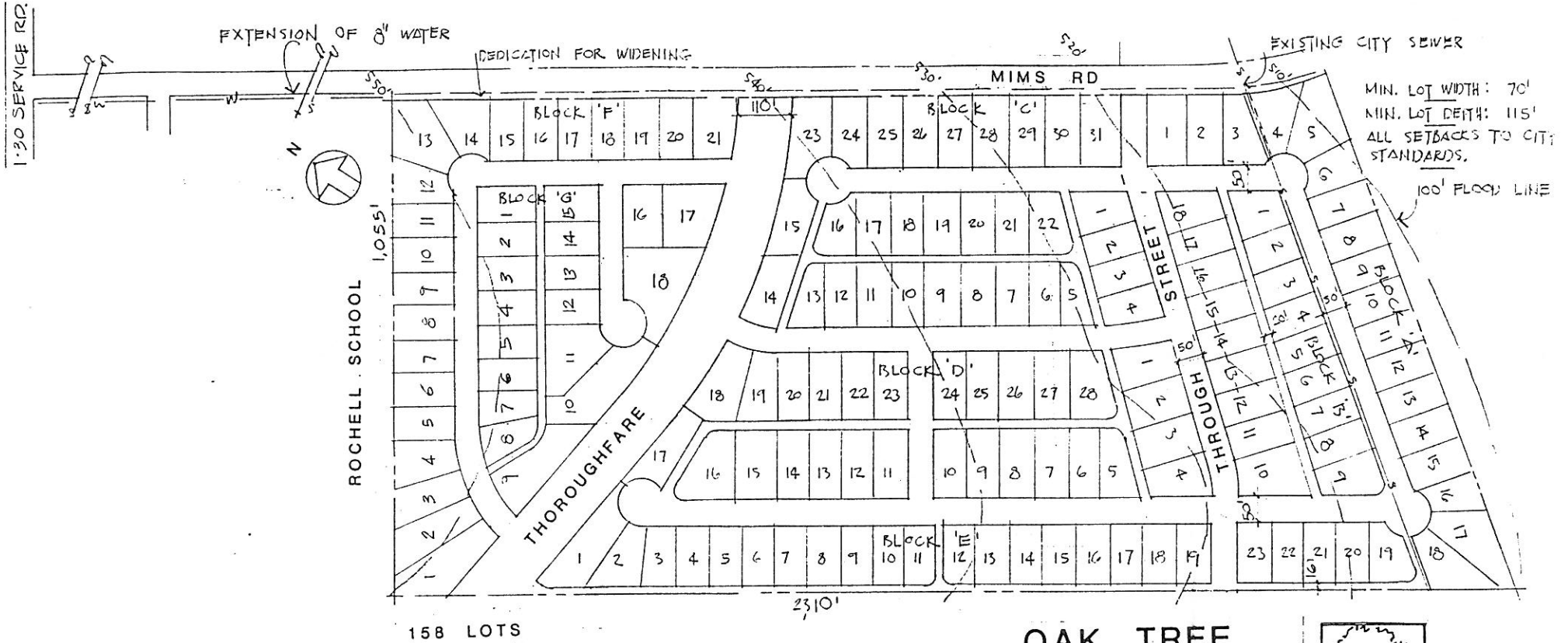
COUNTY OF ROCKWALL )(

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_, by  
\_\_\_\_\_ of the (Developer Company name).

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

My Commission Expires:

# Exhibit "A"



## OAK TREE

ROCKWALL TEXAS

30 JAN 1992

1" 200'

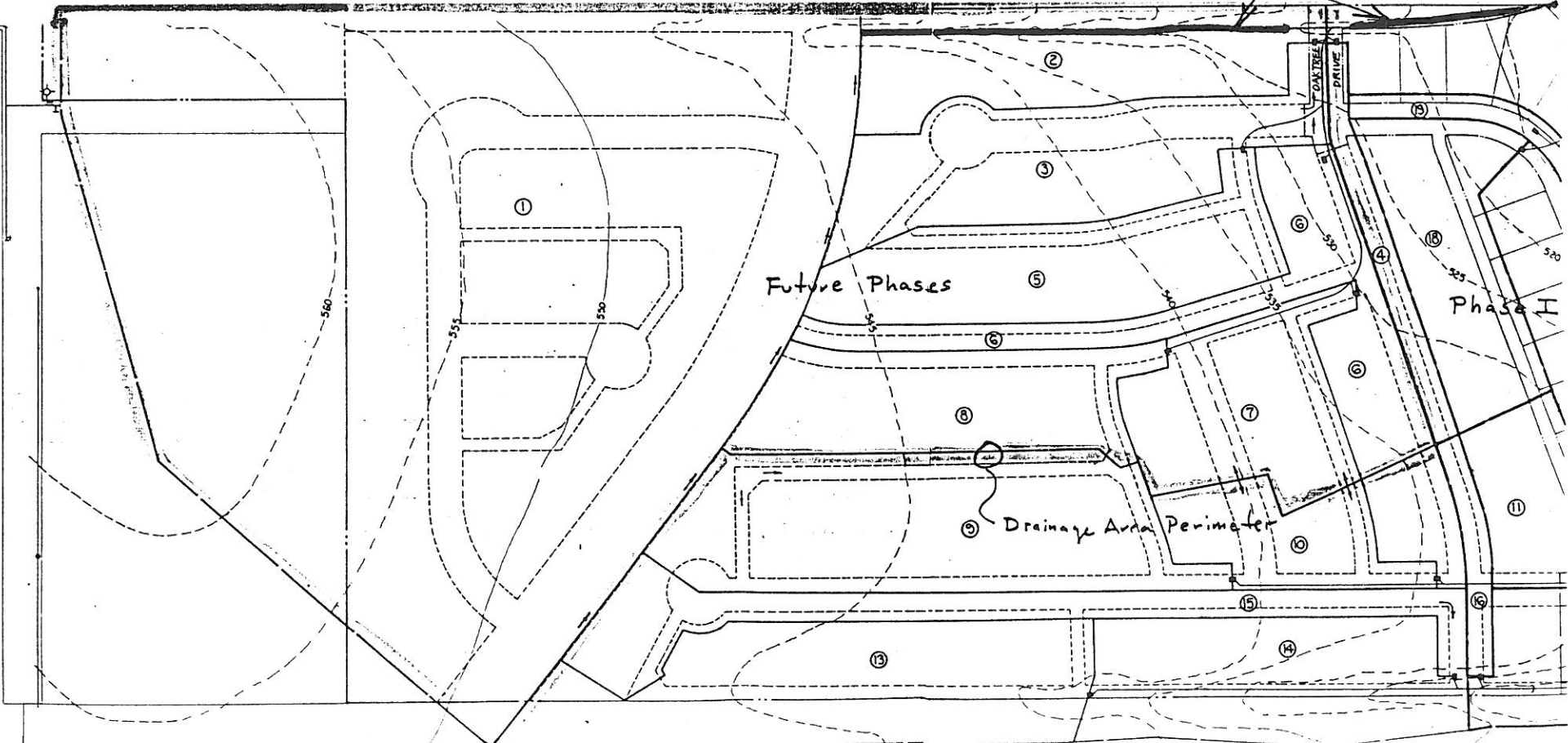
RAMSAY ARCHITECTS



# Exhibit B

Mims Rd

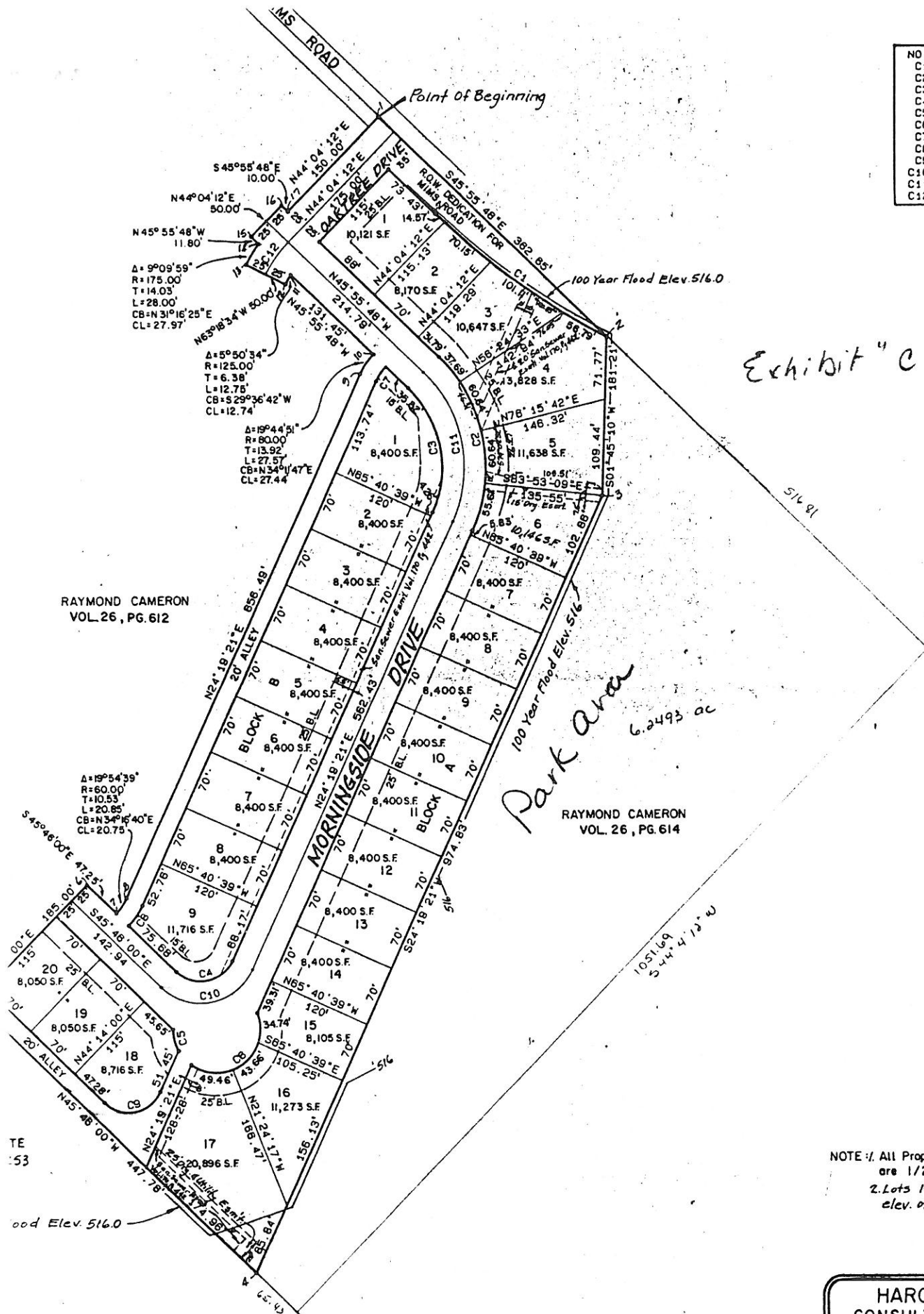
Future Storm Sewer Improvements Along Mims





NO.	BEARING
C1	N54°15'11"
C2	S10°48'11"
C3	S10°48'11"
C4	S79°18'40"
C5	S14°51'25"
C6	N52°00'41"
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C8	S34°18'40"
C9	N79°18'40"
C10	N79°18'40"
C11	N10°48'11"
C12	N35°22'48"

Exhibit "C"



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NOTE: All Property Corners, P are 1/2" Iron Rods set 2. Lots 1-17, Block "A": elev. of 518.00.

**HAROLD L. EV**  
**CONSULTING EN**  
 2331 GUS THOMASSON R  
 DALLAS, TEXAS  
 PHONE (214) 328

SCALE	DATE
1" = 100'	6-4-92

**CITY OF ROCKWALL**  
**City Council Agenda**

**Agenda Date:** July 20, 1992

**Agenda No:** VII. A.

**Agenda Item:** P&Z 92-22-FP - Discuss and Consider Approval of a Request from Raymond Cameron for a Final Plat for Oak Tree, Phase 1

**Item Generated By:** Applicant, Raymond Cameron

**Action Needed:** Consider recommending approval of the final plat.

**Background Information:**

Several months ago the Commission and Council approved a preliminary plat for an SF-7 residential development south of I-30 along the west side of Mims Road. A number of issues were addressed in that approval including the alignment of a future 6 lane thoroughfare in the northern portion of the property, the waiver of alley requirements for the lots that back up to Mims Road or the drainage area, and the dedication of parkland in the drainage area for the development. The final plat has been prepared and it conforms to the preliminary plat as it was approved. The applicant has indicated a desire to dedicate the floodplain area to the south, which totals approximately 7 acres, in lieu of paying a parkland escrow fee. The master park plan identifies this area as part of a trail system and it would be large enough to ultimately include some neighborhood park equipment. The Park Board has reviewed this issue and has recommended that the City accept the dedication. The developer will have to escrow one half of the cost of improving Mims Road along the length of the area being platted as a part of the subdivision requirements. He is aware of this requirement.

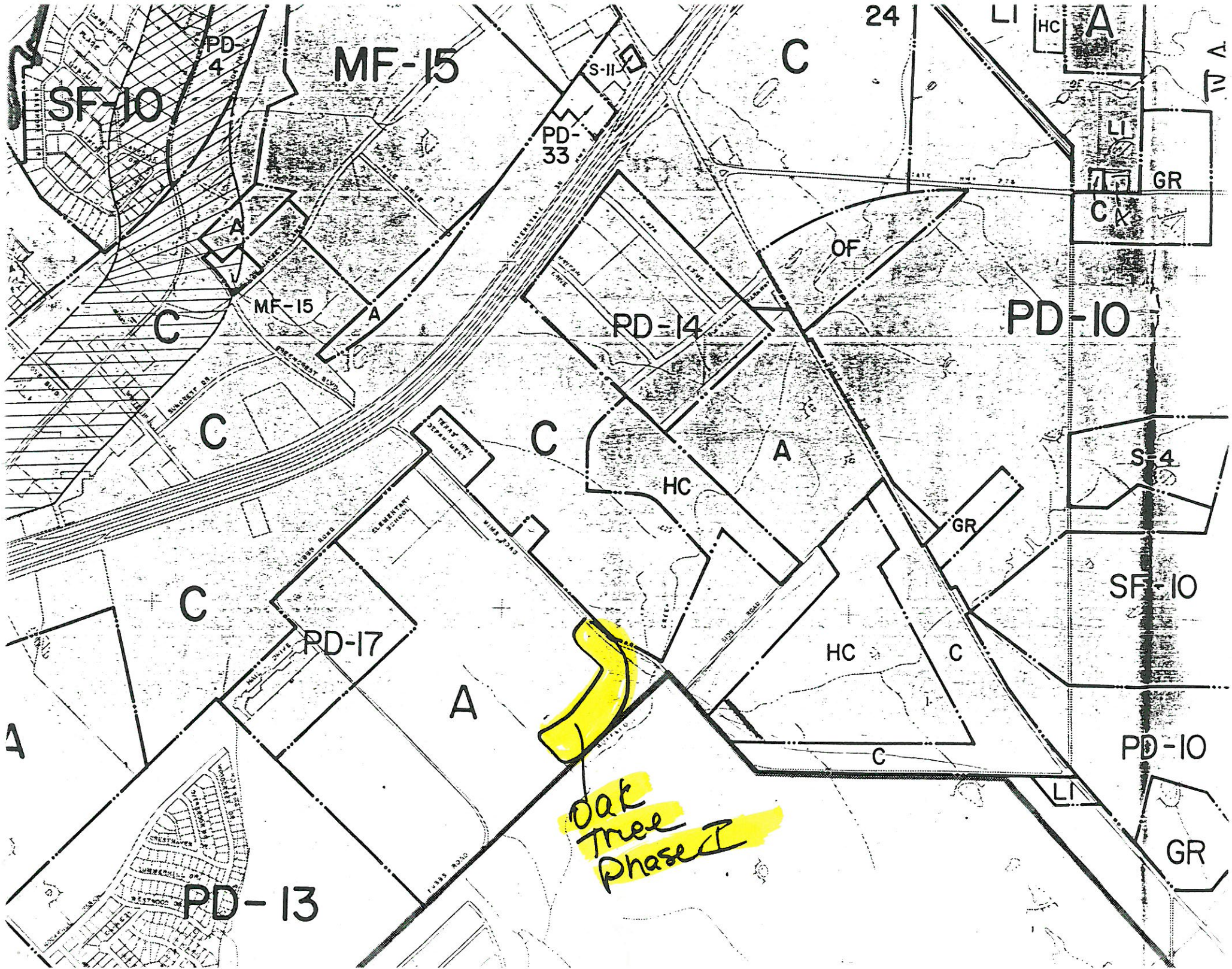
The Commission will consider this item on Thursday and we will forward their recommendation to you on Friday.

**Attachments:**

1. Location Map
2. Plat

**Agenda Item:** Final Plat on Oak Tree Phase 1

**Item No:** VII. A.



SF-10

MF-15

PD-4

PD-33

S-II

24

LI

HC

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LI

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CX

MF-15

PD-14

PD-10

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SF-10

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Oak tree Phase I

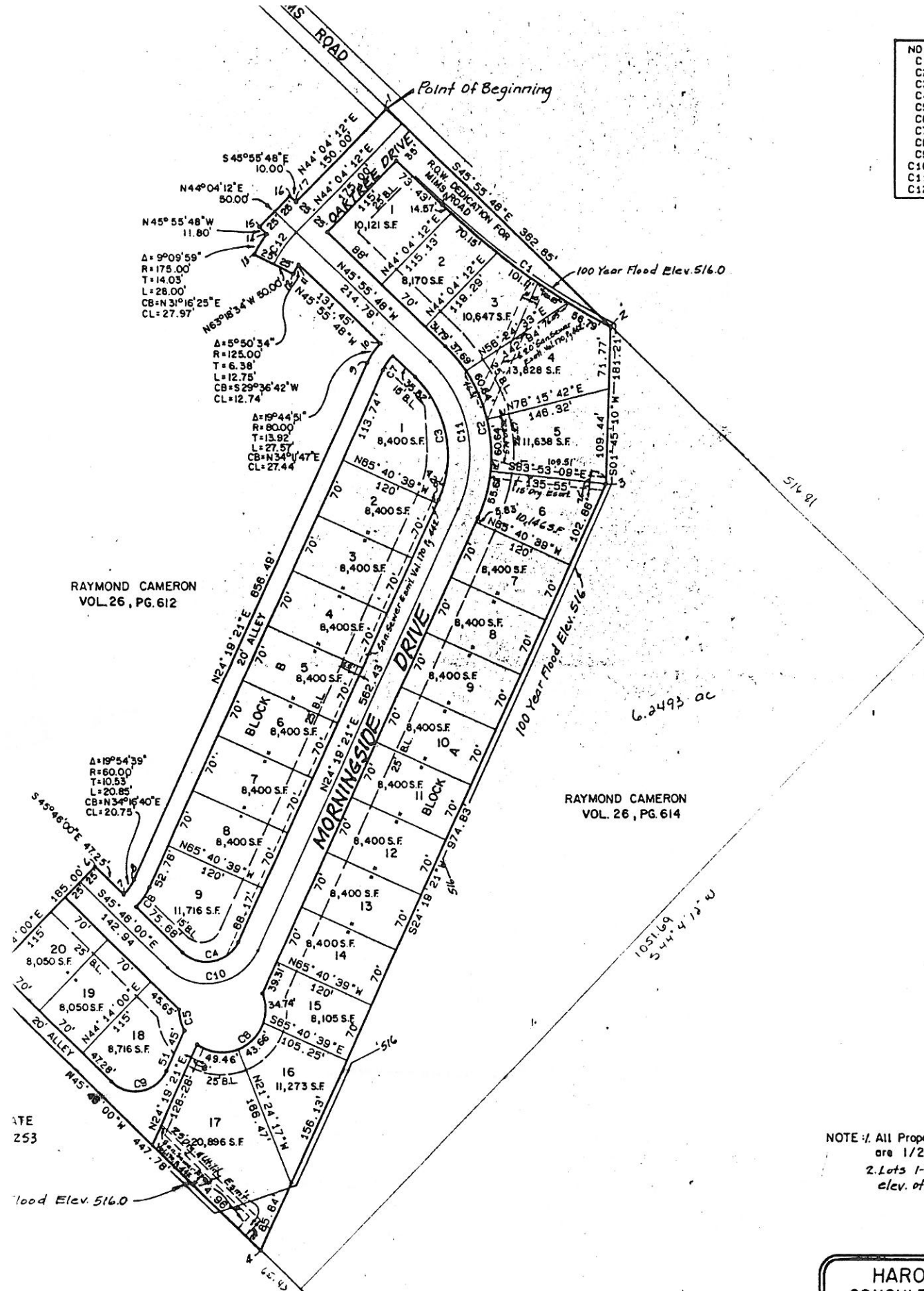
PD-13

PD-10

GR

LI

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 elev. of 518.00.

**HAROLD L. EV**  
**CONSULTING EN**  
 2331 GUS THOMASSON R  
 DALLAS, TEXAS  
 PHONE (214) 32E

SCALE	DATE
1" = 100'	6-4-92

U.S. Mail. Any bids received after the stated time shall be returned unopened. No bid may be withdrawn until the expiration of thirty (30) days from the date of receiving bids.

Contract documents, including plans and specifications are on file with the Engineer at 2331 Gus Thomasson Road, Suite 102, Case View Building, Dallas, Texas, and may be obtained from him at a cost of \$20.00 per set, non-refundable. The Owner reserves the right to reject any or all bids, to waive formalities, and, in case of ambiguity or lack of clearness in stating proposal prices, to adopt such interpretation as may be most advantageous to the Owner. No bid may be withdrawn within thirty (30) days after date on which bids are opened.

Harold L. Evans, P.E.

**PUBLIC NOTICE  
INVITATION FOR BIDS**

Sealed proposals addressed to the Owner:

**OAK TREE PARTNERS, LP-  
S.M.C.D.C., INC.**

Will be received until 10:00 a.m., Wednesday, August 19, 1992 for furnishing of materials and labor for the construction of paving, and a water main extension for the City of Rockwall, Texas. In accordance with the public bidding requirements under Section 252 of the Local Government Code, bids will be received at the office of the City Secretary, 205 W. Rusk St., Rockwall, Texas 75087, opened and read aloud. All Bidders will be given a list of bids received by

**PZ 92-22-FP Consider Approval of a Request from Raymond B. Cameron for a Final Plat for Oak Tree, Phase I**

*MIN 7/16/92*

55 Couch explained the applicant's request. Mastronardi made a motion to recommend approval of the final plat for Oak Tree, Phase I with the conditions that a facilities agreement be entered into to cover engineering, drainage, and other undecided aspects, that the final plat be approved subject to TU Electric easements, and to take dedication of flood plain areas in lieu of escrow fees for parkland. Morgan seconded the motion. The motion was voted on and passed

60 unanimously.

92-22-FP Oak Tree I

Cameron

*VOID*



**universal**  
No. F5-15113