

APPLICATION AND FINAL PLAT CHECKLIST

Date October 14, 1992

Name of Proposed Development Replat of Rockwall Executive Center

Name of Developer Paul Davis

Address 106 N. Golaid Rockwall Phone (214) 771-5653

Owner of Record Paul Davis

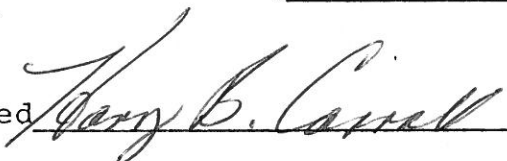
Address 106 N. Golaid Rockwall Phone (214) 771-5653

Name of Land Planner/Surveyor/Engineer Harry B. Carroll Surveyors, Inc.

Address 3321 Broadway Ste. 202 Garland Phone (214) 840-1506

Total Acreage 2.998 ac. Current Zoning C

Number of Lots/Units 3

Signed 

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

X

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

X

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

- | | | |
|---------------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u> </u> | <u> N/A </u> | 3. Location of development tied to a USGS monument, Texas highway monument or other approved benchmark |
| <u> X </u> | <u> </u> | 4. Accurate boundary survey and property description with tract boundary lines indicated by heavy lines |
| <u> </u> | <u> N/A </u> | 5. If no engineering is provided show contours of 5 ft. intervals |
| <u> X </u> | <u> </u> | 6. Accurate plat dimensions with all engineering information necessary to reproduce plat on the ground |
| <u> X </u> | <u> </u> | 7. Approved name and right-of-way width of each street, both within and adjacent to the development |
| <u> X </u> | <u> </u> | 8. Locations, dimensions and purposes of any easements or other rights-of-way |
| <u> X </u> | <u> </u> | 9. Identification of each lot or site and block by letter and number and building lines |
| <u> X </u> | <u> </u> | 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 |
| <u> </u> | <u> N/A </u> | 11. Boundary lines, dimensions and descriptions of open spaces to be dedicated for public use of the inhabitants of the development |
| <u> X </u> | <u> </u> | 12. Certificate of dedication of all streets, alleys, parks and other public uses signed by the owner or owners (see wording) |

- | | | |
|-------------------|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u> </u> | <u> N/A </u> | 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) |
| <u> </u> | <u> N/A </u> | 14. Statement of developer responsibility for storm drainage improvements (see wording) |
| <u> X </u> | <u> </u> | 15. Instrument of dedication or adoption signed by the owner or owners (see wording) |
| <u> X </u> | <u> </u> | 16. Space for signatures attesting approval of the plat (see wording) |
| <u> X </u> | <u> </u> | 17. Seal and signature of the surveyor and/or engineer responsible for surveying the development and/or the preparation of the plat (see wording) |
| <u> </u> | <u> N/A </u> | 18. Compliance with all special requirements developed in preliminary plat review |
| <u> </u> | <u> N/A </u> | 19. Statements indicating that no building permits will be issued until all public improvements are accepted by the City (see wording) |
| <u> </u> | <u> N/A </u> | 20. Submit Along with plat a calculation sheet indicating the area of each lot. |
| <u> </u> | <u> N/A </u> | 21. Attach copy of any proposed deed restrictions for proposed subdivision. |

Page 4 of 4

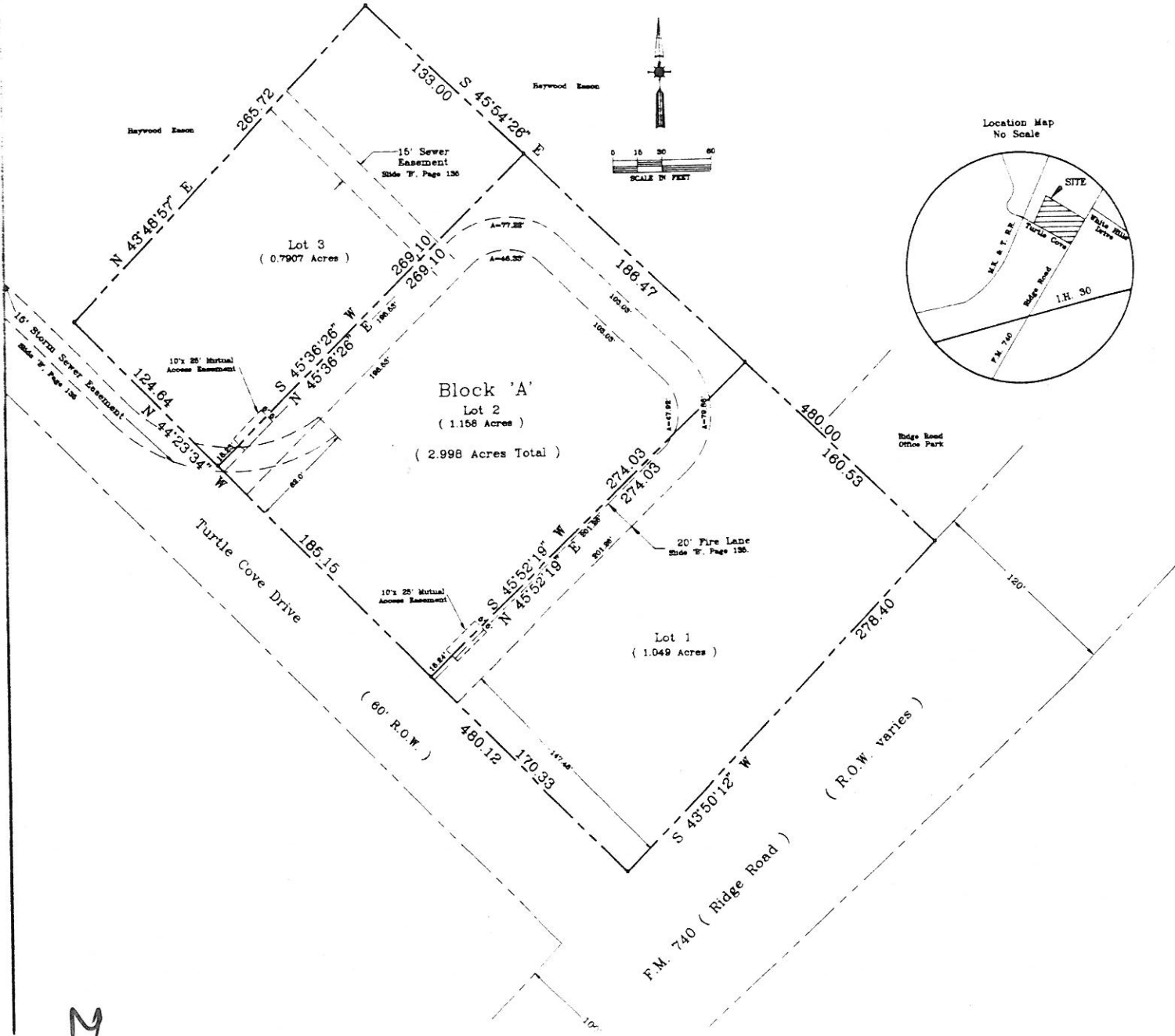
Taken by: _____

Date: 10/14/92

Receipt No.: 026217

File No.: 92-40-RP

Fee: \$50.00



THENCE, North 44° 23' 34" West, with said Northeast r...

THENCE, North 43° 48' 57" East, departing said right-of-...

THENCE, South 45° 54' 26" East, a distance of 480.00 fe...

THENCE, South 43° 50' 12" West, with said Northwest r...
least: (130,576 square feet)

NOW THEREFORE KNOW ALL MEN BY THESE PRESE

That Paul Davis, being owner, does hereby adopt this plat...
County, Texas, and does hereby dedicate to the public use...
for the mutual use and accommodation of all utilities desir...
Any public utility shall have the right to remove and keep...
with construction, maintenance or efficiency of their respect...
upon the said easement strips for purpose of construction...
necessity of, at any time, procuring the permission of anyor...
grade of streets in this subdivision. The developer and subd...
facilities to provide drainage patterns and drainage contro...
unit, or other structure shall be constructed on any lot in...
Regulations of the City of Rockwall regarding improvement...
required base and paving, curb and gutter, water and sewer...
City of Rockwall to withhold issuing building permits until...
constitute any representation, assurance or guarantee that...
representation, assurance or guarantee by the City of the ad...

WITNESS our hand at Rockwall, Texas this _____ d...
Paul Davis, Owner
By _____

STATE OF TEXAS §
COUNTY OF ROCKWALL §

Before me, the undersigned Notary Public, in and for the S...
instrument and acknowledge to me that he executed the sam...
GIVEN under my hand and seal of office this _____

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESE
That I, Harry B. Carroll, do hereby certify that I prepared t...
personal supervision.

Harry B. Carroll
Harry B. Carroll Professional Land Surveyor No. 968

STATE OF TEXAS §
COUNTY OF ROCKWALL §

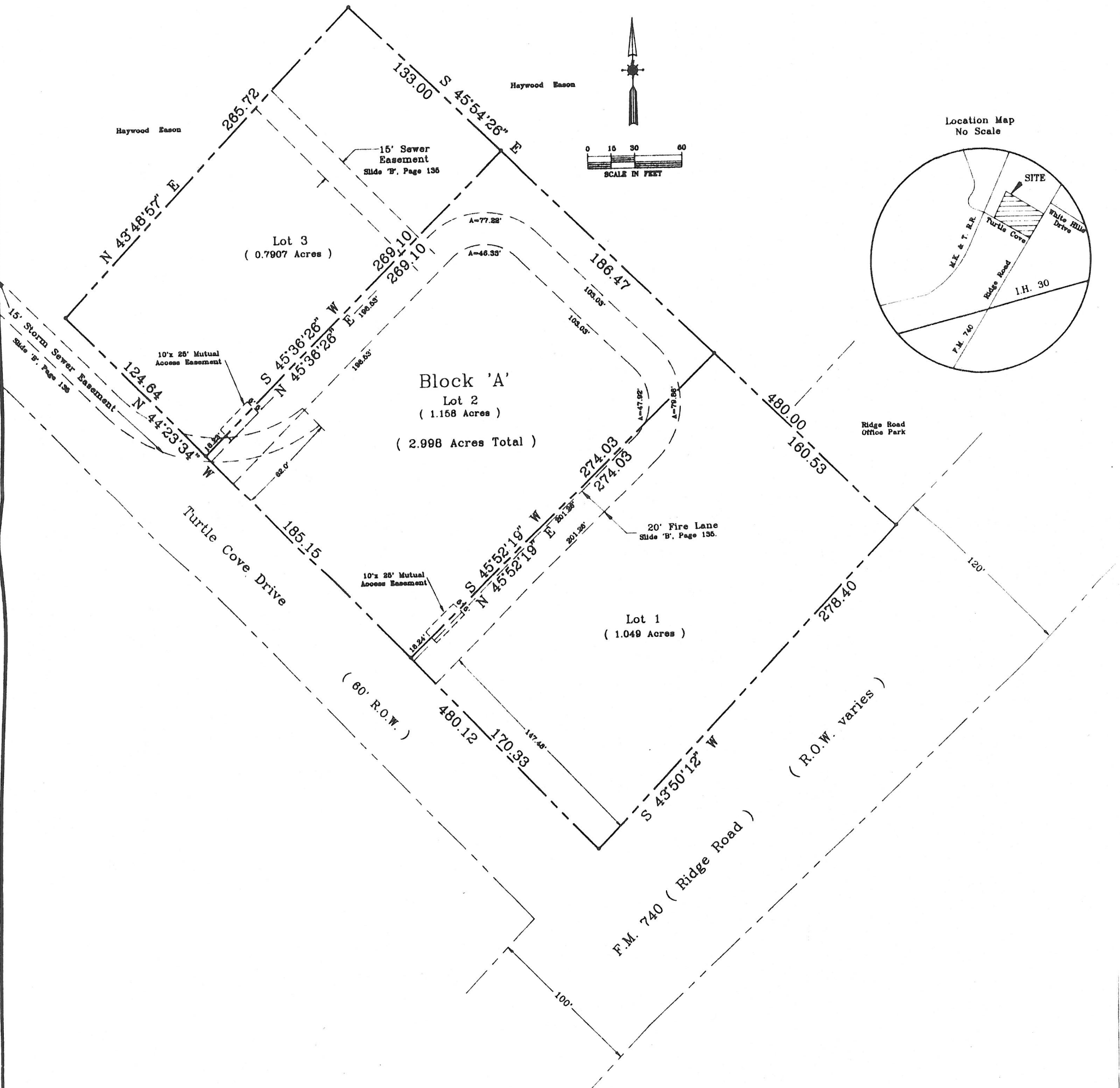
Before me, the undersigned Notary Public, in and for fo...
foregoing instrument and acknowledge to me that he ex...

GIVEN under my hand and seal of office this 14th
Harma D. Record
Notary Public in and for the State of Texas
My Commission Expires 06-18-95

RECOMMENDED FOR FINAL APPROVAL:

City Administrator Date

M



REPLAT OF ROCKWALL EXECUTIVE CENTER

BEING ALL OF LOT 1, BLOCK A,
 ROCKWALL EXECUTIVE CENTER ADDITION & PART OF
 A TRACT RECORDED IN VOLUME 210, PAGE 458. D.R.R.C.T.
 E.P. GAINES CHISUM SURVEY ABSTRACT No. 64
 CITY OF ROCKWALL
 ROCKWALL COUNTY, TEXAS

PAUL DAVIS
 106 N. GOLAI D

OWNER
 ROCKWALL, TEXAS 750

HARRY B. CARROLL SURVEYORS, INC.

3321 BROADWAY SUITE 202

GARLAND, TEXAS

Scale 1" = 50'

October 14, 1992

STATE OF TEXAS §
COUNTY OF ROCKWALL §

WHEREAS, Paul Davis, being the owner of a tract of land in the County of Rockwall, State of Texas, said tract being described as follows:

BEING all of Lot 1, Block A, of ROCKWALL EXECUTIVE CENTER ADDITION, and addition to the City of Rockwall, Rockwall County, Texas as recorded in Slide "B", page 135, Map Records of Rockwall County, Texas, and also being a part of that tract of land in the E.P. Gaines Chisum Survey, Abstract No. 64 as described in the deed recorded in Volume 210, page 458 of the Rockwall County Deed Records and being more particularly described as follows:

BEGINNING at the point of intersection of the Northwest right-of-way of Ridge Road (Hwy No. 740) a 100.00 foot right-of-way at this point with the Northeast right-of-way line of Turtle Cove Drive a 60 foot right-of-way, a iron pin found for corner;

THENCE, North 44° 23' 34" West, with said Northeast right-of-way line of Turtle Cove Drive a distance of 480.12 feet to an iron pin for corner;

THENCE, North 43° 48' 57" East, departing said right-of-way of Turtle Cove Drive, a distance of 265.72 feet to an iron pin found for corner;

THENCE, South 45° 54' 26" East, a distance of 480.00 feet to an iron pin found for corner in said Northwest right-of-way line of Ridge Road; (Hwy No. 740)

THENCE, South 43° 50' 12" West, with said Northwest right-of-way line of Ridge Road, a distance of 278.40 feet to the POINT OF BEGINNING and containing 2.998 acres of land more or less; (130,576 square feet)

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That Paul Davis, being owner, does hereby adopt this plat designating the hereinabove described property as Replat of Rockwall Executive Center Addition to the City of Rockwall, Rockwall County, Texas, and does hereby dedicate to the public use forever the streets and alleys shown thereon and does hereby reserve the easement strips shown on this plat for the purpose stated and for the mutual use and accommodation of all utilities desiring to use or using same. No buildings shall be constructed or placed upon, over, or across the utility easements as described herein. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of their respective systems on any of these easement strips; and any public utility shall at all times have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone. The City of Rockwall will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in this subdivision. The developer and subdivision engineer shall bear total responsibility for storm drainage improvements. The developer shall be responsible for the necessary facilities to provide drainage patterns and drainage controls such that properties within the drainage area are not adversely affected by storm drainage from the development. No house dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until such time as the developer has complied with all requirements of the Subdivision Regulations of the City of Rockwall regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets with the required base and paving, curb and gutter, water and sewer, drainage structures, storm sewers, and alleys, 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 therefor issued, nor shall such approval constitute any representation, assurance or guarantee by the City of the adequacy and availability for water for personal use and fire protection within such plat, as required under Ordinance 83-54.

WITNESS our hand at Rockwall, Texas this _____ day of _____ A.D. 1992.
Paul Davis, Owner
By _____

STATE OF TEXAS §
COUNTY OF ROCKWALL §

Before me, the undersigned Notary Public, in and for the State of Texas, on this day personally appeared Paul Davis, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledges to me that he executed the same for the purpose and consideration herein expressed.

GIVEN under my hand and seal of office this _____ day of _____ A.D. 1992.

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

SURVEYORS CERTIFICATE

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That I, Harry B. Carroll, 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.

Harry B. Carroll
Harry B. Carroll Professional Land Surveyor No. 968

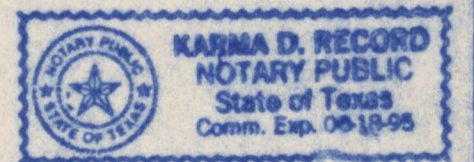


STATE OF TEXAS §
COUNTY OF ROCKWALL §

Before me, the undersigned Notary Public, in and for the State of Texas, on this day personally appeared Harry B. Carroll, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledges to me that he executed the same for the purpose and consideration herein expressed.

GIVEN under my hand and seal of office this 14th day of Oct A.D. 1992.

Karma D. Record
Notary Public in and for the State of Texas
My Commission Expires 06-18-95



RECOMMENDED FOR FINAL APPROVAL:

City Administrator _____ Date _____

APPROVED:

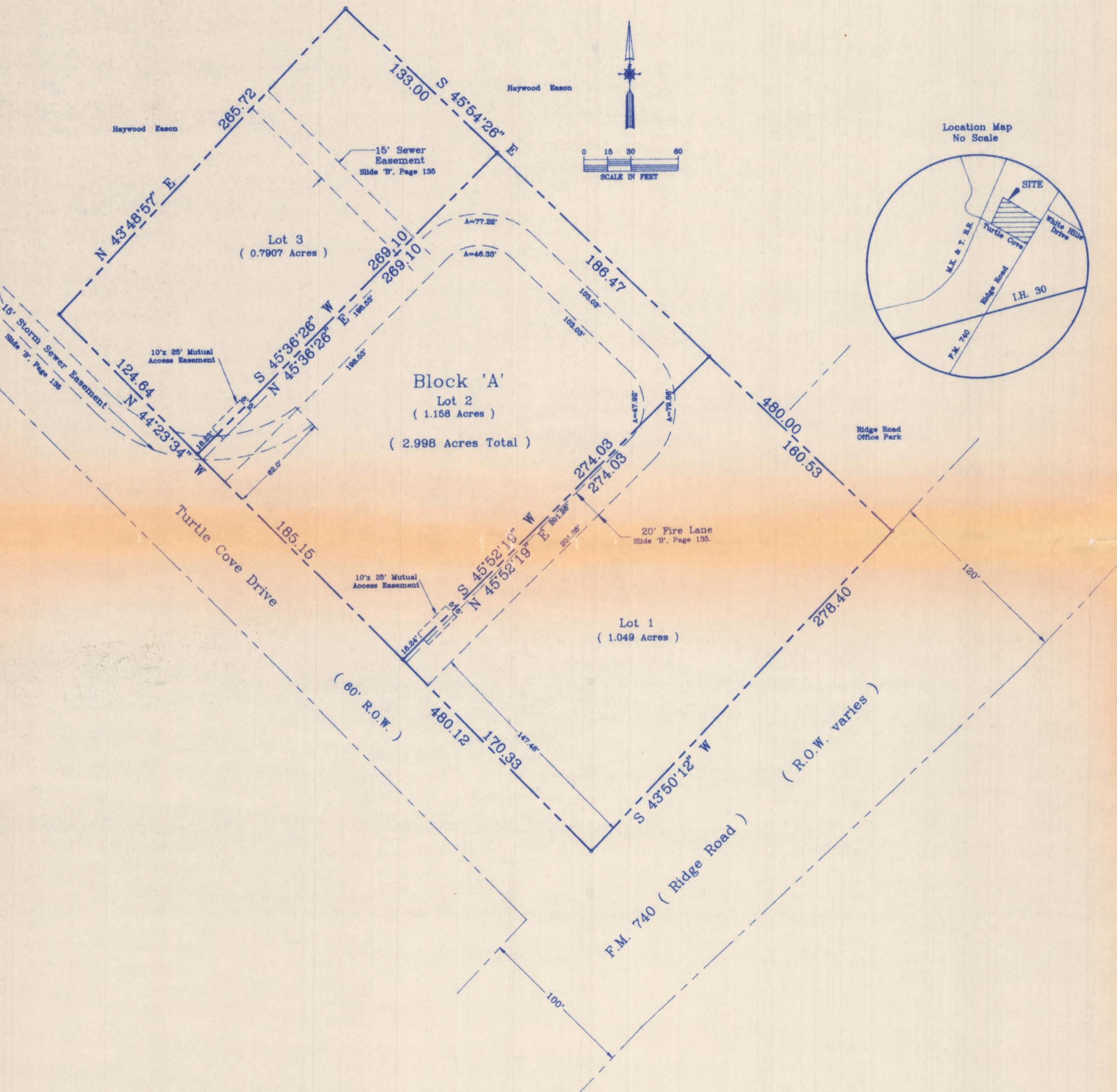
Chairman Planning and Zoning Commission _____ Date _____

I hereby certify that the above and foregoing replat of the Rockwall Executive Center Addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall, Texas, on the _____ day of _____ A.D. 1992.

WITNESS our hand this _____ day of _____ A.D. 1992.

Mayor _____

City Secretary _____



REPLAT OF ROCKWALL EXECUTIVE CENTER

BEING ALL OF LOT 1, BLOCK A,
ROCKWALL EXECUTIVE CENTER ADDITION & PART OF
A TRACT RECORDED IN VOLUME 210, PAGE 458. D.R.R.C.T.
E.P. GAINES CHISUM SURVEY ABSTRACT No. 64
CITY OF ROCKWALL
ROCKWALL COUNTY, TEXAS

PAUL DAVIS OWNER
106 N. GOLAIID ROCKWALL, TEXAS 75087

HARRY B. CARROLL SURVEYORS, INC.
3321 BROADWAY SUITE 202 GARLAND, TEXAS 75043
Scale 1" = 50' October 14, 1992

RECIPROCAL PARKING EASEMENT AGREEMENT

STATE OF TEXAS

COUNTY OF ROCKWALL

KEYSTONE GENERAL INSURANCE AGENCY, INC. hereinafter referred to as "Keystone" and Paul Davis hereinafter referred to as "Davis" convey reciprocal easements to each other as follows:

RECITALS

Keystone owns certain property, hereinafter referred to as "Tract I" that is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR PROPERTY DESCRIPTION.

Davis owns certain other property abutting Tract I, hereinafter referred to as Tract II that is described as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF FOR PROPERTY DESCRIPTIONS.

There is located on both Tract I and Tract II numerous parking places and areas designated for the parking of vehicles hereinafter referred to as the "Parking Areas".

Keystone and Davis consider that it is mutually beneficial to both of them that both parties have full and complete access to all of the parking areas regardless of on which Tract said areas are located. Moreover, the parties hereto desire to have the mutual and reciprocal right to use the parking areas located on the property of the other party for parking purposes so that the Parking areas may be shared by Keystone and Davis and their respective heirs, successors, assigns, and successors in title to all or part of Tract I and Tract II, their tenants, lesser, agents, employees, guests, visitors, invitee, customers, clients, repair persons and all other persons needing access to Tract I and/or Tract II by virtue of their relationship with Keystone and Davis including the employees, guests, visitors, invitee, customers, clients, repair persons and all other persons needing access to Tract I and/or Tract II by virtue of their relationship to Keystone and Davis's tenants and lessees on Tract I and/or Tract II.

IT IS THEREFORE AGREED, in consideration of the grants and agreements made herein as follows:

CONVEYANCE

1. Keystone hereby grants and conveys to Davis the following easement related only to that part of Tract I that is used for Parking:

A nonexclusive easement for parking on any portion of Tract I that is designated for parking including the right of ingress and egress across those portions of Tract I used for ingress and egress to said parking places all as shown on the recorded plat and subject to the provisions of this agreement.

CONVEYANCE

2. Davis hereby grants and conveys to Keystone the following easement related only to that part of Tract II that is used for Parking:

A nonexclusive easement for parking on any portion of Tract II that is designated for parking including the right of ingress and egress across those portions of Tract II used for ingress and egress to said parking places all as shown on the recorded plat and

subject to the provisions of this agreement.

Keystone or Davis shall not take any actions that would place either Tract in Violation of any City regulations in regard to parking.

DURATION OF EASEMENT

3. The reciprocal and mutual easements herein granted shall expire and terminate on the 15th anniversary date after the date of this agreement unless sooner terminated by recorded instrument executed by the owners of the fee simple title interest in and to Tract I and Tract II. However, in no event shall this agreement terminate if said termination places either tract in violation of any governmental regulations and said violation is no corrected by a simitious agreement.

4. The easements granted by this Agreement shall be deemed appurtenant to and to run with the ownership of Tract I and Tract II until terminated or canceled as provided by this Agreement.

SUCCESSORS AND ASSIGNS

5. A. The easements granted by this Agreement shall bind and inure to the benefit of Keystone and Davis and their respective heirs, successors, assigns, and successors in title to all or part of Tract I and Tract II,.

B. This agreement shall not be for the benefit of any third parties and no one other than those parties set forth in Paragraph 5A hereof shall have vested rights herein.

MAINTENANCE AND USE

6. Keystone and Davis agree that:

A. Keystone shall be responsible for the repair, maintenance and up keep of Tract I.

B. Davis shall be responsible for the repair, maintenance and up keep of Tract II.

CANCELLATION BY AGREEMENT

This Agreement and the easements granted herein may be canceled at any time by the mutual agreement of the then owners of Tract I and Tract II by a recorded instrument referring to this Agreement provided that such cancellation does not violate any governmental laws or regulations.

DEVELOPMENT ALLOWED

Nothing in this Agreement shall be deemed to prohibit the development of either tract so long as it does not place either tract in violation of any governmental regulations in regard to parking.

EXECUTED THIS 16th DAY OF OCTOBER, 1992.

KEYSTONE GENERAL INSURANCE AGENCY, INC.

BY: Richard W. Daker
RICHARD W. DAKER, PRESIDENT

Paul Davis
PAUL DAVIS

EXHIBIT "A"

FIELD NOTES

STATE OF TEXAS §
COUNTY OF ROCKWALL §

TRACT I

BEING a part of Lot 1, Block A, of ROCKWALL EXECUTIVE CENTER ADDITION, and addition to the City of Rockwall, Rockwall County, Texas according to the Map thereof as recorded in Slide "B", Page 135, Map Records, of Rockwall County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING, at a 5/8 inch iron pin found for corner at the point of intersection of the Northwest right-of-way line of F.M. Road No. 740, with the Northeast right-of-way line of Turtle Cove Drive as dedicated in Cabinet "B", Page 135;

THENCE, North 44° 23' 34" West with said Northeast right-of-way line of Turtle Cove Drive a distance of 170.34 feet to a point for corner;

THENCE, North 45° 52' 19" East, departing said Northeast right-of-way line of Turtle Cove Drive, a distance of 274.03 feet to a point for corner in the Northeast line of said Rockwall Executive Center Addition;

THENCE, South 45° 54' 26" East, with said Northeast line of Rockwall Executive Center Addition, a distance of 160.53 feet to a 5/8 inch iron pin found for corner in the Northwest right-of-way line of F.M. 740;

THENCE, South 43° 50' 12" West, with said Northwest right-of-way line of F.M. 740, a distance of 278.40 feet to the Point of Beginning and containing 1.049 acres of land more or less; (45,685 square feet)

FIELD NOTES

STATE OF TEXAS §
COUNTY OF ROCKWALL §

TRACT II

BEING a part of Lot 1, Block A, of ROCKWALL EXECUTIVE CENTER ADDITION, and addition to the City of Rockwall, Rockwall County Texas, according to the Map thereof as recorded in Slide "B", Page 135, Map Records of Rockwall County, and also being a tract of land in the E. P. Gaines Chisum Survey, Abstract No. 64 and being part of that tract as described in the Deed Recorded in Volume 210, Page 458 of the Rockwall County Deed Records and being more particularly described by metes and bounds as follows;

COMMENCING at a 5/8 inch iron pin found for corner at the point of intersection of the Northwest right-of-way line of F.M. Road No. 740, with the Northeast right-of-way line of Turtle Cove Drive as dedicated in Cabinet "B", Page 135;

THENCE, North 44° 23' 34" West with said Northeast right-of-way line of Turtle Cove Drive, a distance of 170.34 feet to the POINT OF BEGINNING;

THENCE, North 44° 23' 34" West with said Northeast right-of-way line of Turtle Cove Drive, a distance of 185.15 feet to a point for corner;

THENCE, North 45° 36' 26" East, departing said Northeast right-of-way line of Turtle Cove Drive, a distance of 269.10 feet to a point for corner in the Northeast line of said tract;

THENCE, South 45° 54' 26" East, with said Northeast line of said tract and the Northeast line of ROCKWALL EXECUTIVE CENTER ADDITION, a distance of 186.47 feet to a point for corner;

THENCE, South 45° 52' 19" West, departing said Northeast line of ROCKWALL EXECUTIVE CENTER ADDITION, a distance of 274.03 feet to the Point of Beginning and containing 1.158 acres of land more or less; (50,447 square feet)

(CORPORATE ACKNOWLEDGMENT)

STATE OF TEXAS
COUNTY OF ROCKWALL

This instrument was acknowledged before me on the 16th day of October, 1992, by Richard W. Daiker, President of Keystone General Insurance Agency, Inc.



Linda Klepper
NOTARY PUBLIC, STATE OF TEXAS

(ACKNOWLEDGMENT)

STATE OF TEXAS
COUNTY OF ROCKWALL

This instrument was acknowledged before me on the 16th day of October, 1992, by Paul Davis.



Linda Klepper
NOTARY PUBLIC, STATE OF TEXAS

CITY OF ROCKWALL
Planning and Zoning Agenda

Agenda Date: November 12, 1992

Agenda No: IV. A.

Agenda Item: **P&Z 92-40-REP** - Discuss and Consider Recommending Approval of a Replat of the Rockwall Executive Center

Item Generated By: Applicant, Richard Diker and Paul Davis

Action Needed: Consider approving the replat.

Background Information:

The Rockwall Executive Center is located at the corner of FM-740 and Turtle Cove Blvd. This was originally platted into one lot and two office buildings were constructed on the lot. The site has now been purchased by Paul Davis and he has sold one half of the developed lot to Richard Diker. They want to replat the lot into two lots to reflect the two ownerships. In addition there was some remaining undeveloped property to the rear of the lot that Mr. Davis would like to plat as a third lot. The plat meets all of our requirements and contains all requested cross access easements. In addition, you will find a copy of a cross access agreement for the use of the parking lot. When the lot line is drawn lot 1 does not have the total required parking and lot 2 has more than required. The agreement provides that both parties have access to all of the parking. This satisfies our parking requirements.

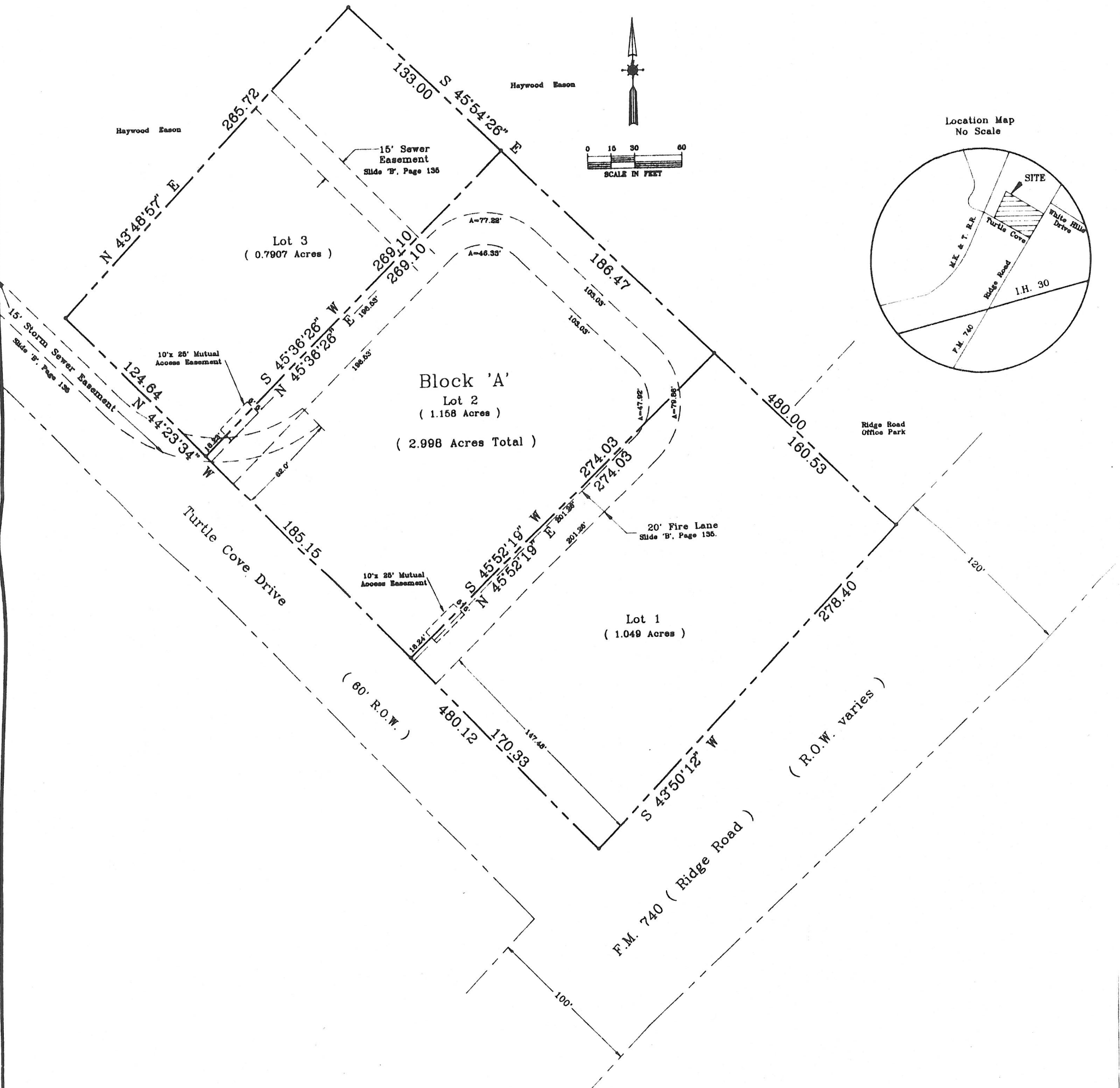
We would recommend approval of the replat.

Attachments:

1. Copy of replat
2. Copy of parking agreement

Agenda Item: Replat of Rockwall Executive Center

Item No: IV. A.



REPLAT OF ROCKWALL EXECUTIVE CENTER

BEING ALL OF LOT 1, BLOCK A,
 ROCKWALL EXECUTIVE CENTER ADDITION & PART OF
 A TRACT RECORDED IN VOLUME 210, PAGE 458. D.R.R.C.T.
 E.P. GAINES CHISUM SURVEY ABSTRACT No. 64
 CITY OF ROCKWALL
 ROCKWALL COUNTY, TEXAS

PAUL DAVIS
 106 N. GOLAI D

OWNER
 ROCKWALL, TEXAS 750

HARRY B. CARROLL SURVEYORS, INC.

3321 BROADWAY SUITE 202

GARLAND, TEXAS

Scale 1" = 50'

October 14, 1992

RECIPROCAL PARKING EASEMENT AGREEMENT

STATE OF TEXAS

COUNTY OF ROCKWALL

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Davis owns certain other property abutting Tract I, hereinafter referred to as Tract II that is described as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF FOR PROPERTY DESCRIPTIONS.

There is located on both Tract I and Tract II numerous parking places and areas designated for the parking of vehicles hereinafter referred to as the "Parking Areas".

Keystone and Davis consider that it is mutually beneficial to both of them that both parties have full and complete access to all of the parking areas regardless of on which Tract said areas are located. Moreover, the parties hereto desire to have the mutual and reciprocal right to use the parking areas located on the property of the other party for parking purposes so that the Parking areas may be shared by Keystone and Davis and their respective heirs, successors, assigns, and successors in title to all or part of Tract I and Tract II, their tenants, lesser, agents, employees, guests, visitors, invitee, customers, clients, repair persons and all other persons needing access to Tract I and/or Tract II by virtue of their relationship with Keystone and Davis including the employees, guests, visitors, invitee, customers, clients, repair persons and all other persons needing access to Tract I and/or Tract II by virtue of their relationship to Keystone and Davis's tenants and lessees on Tract I and/or Tract II.

IT IS THEREFORE AGREED, in consideration of the grants and agreements made herein as follows:

CONVEYANCE

1. Keystone hereby grants and conveys to Davis the following easement related only to that part of Tract I that is used for Parking:

A nonexclusive easement for parking on any portion of Tract I that is designated for parking including the right of ingress and egress across those portions of Tract I used for ingress and egress to said parking places all as shown on the recorded plat and subject to the provisions of this agreement.

CONVEYANCE

2. Davis hereby grants and conveys to Keystone the following easement related only to that part of Tract II that is used for Parking:

A nonexclusive easement for parking on any portion of Tract II that is designated for parking including the right of ingress and egress across those portions of Tract II used for ingress and egress to said parking places all as shown on the recorded plat and

subject to the provisions of this agreement.

Keystone or Davis shall not take any actions that would place either Tract in Violation of any City regulations in regard to parking.

DURATION OF EASEMENT

3. The reciprocal and mutual easements herein granted shall expire and terminate on the 15th anniversary date after the date of this agreement unless sooner terminated by recorded instrument executed by the owners of the fee simple title interest in and to Tract I and Tract II. However, in no event shall this agreement terminate if said termination places either tract in violation of any governmental regulations and said violation is no corrected by a simitious agreement.

4. The easements granted by this Agreement shall be deemed appurtenant to and to run with the ownership of Tract I and Tract II until terminated or canceled as provided by this Agreement.

SUCCESSORS AND ASSIGNS

5. A. The easements granted by this Agreement shall bind and inure to the benefit of Keystone and Davis and their respective heirs, successors, assigns, and successors in title to all or part of Tract I and Tract II,.

B. This agreement shall not be for the benefit of any third parties and no one other than those parties set forth in Paragraph 5A hereof shall have vested rights herein.

MAINTENANCE AND USE

6. Keystone and Davis agree that:

A. Keystone shall be responsible for the repair, maintenance and up keep of Tract I.

B. Davis shall be responsible for the repair, maintenance and up keep of Tract II.

CANCELLATION BY AGREEMENT

This Agreement and the easements granted herein may be canceled at any time by the mutual agreement of the then owners of Tract I and Tract II by a recorded instrument referring to this Agreement provided that such cancellation does not violate any governmental laws or regulations.

DEVELOPMENT ALLOWED

Nothing in this Agreement shall be deemed to prohibit the development of either tract so long as it does not place either tract in violation of any governmental regulations in regard to parking.

EXECUTED THIS 16th DAY OF OCTOBER, 1992.

KEYSTONE GENERAL INSURANCE AGENCY, INC.

BY: Richard W. Daker
RICHARD W. DAKER, PRESIDENT

Paul Davis
PAUL DAVIS

**CITY OF ROCKWALL
City Council Agenda**

Agenda Date: November 16, 1992

Agenda No: VI. A.

Agenda Item: **P&Z 92-40-REP** - Discuss and Consider Approval of a Replat of the Rockwall Executive Center

Item Generated By: Applicant, Richard Diker and Paul Davis

Action Needed: Consider approving the replat.

Background Information:

The Commission has recommended approval as submitted.

Attachments:

Agenda Item: Replat of Rockwall Executive Center

Item No: VI. A.

CITY OF ROCKWALL
City Council Agenda

Agenda Date: November 16, 1992

Agenda No: VI. A.

Agenda Item: **P&Z 92-40-REP** - Discuss and Consider Approval of a Replat of the Rockwall Executive Center

Item Generated By: Applicant, Richard Diker and Paul Davis

Action Needed: Consider approving the replat.

Background Information:

The Rockwall Executive Center is located at the corner of FM-740 and Turtle Cove Blvd. This was originally platted into one lot and two office buildings were constructed on the lot. The site has now been purchased by Paul Davis and he has sold one half of the developed lot to Richard Diker. They want to replat the lot into two lots to reflect the two ownerships. In addition there was some remaining undeveloped property to the rear of the lot that Mr. Davis would like to plat as a third lot. The plat meets all of our requirements and contains all requested cross access easements. In addition, you will find a copy of a cross access agreement for the use of the parking lot. When the lot line is drawn lot 1 does not have the total required parking and lot 2 has more than required. The agreement provides that both parties have access to all of the parking. This satisfies our parking requirements.

We would recommend approval of the replat.

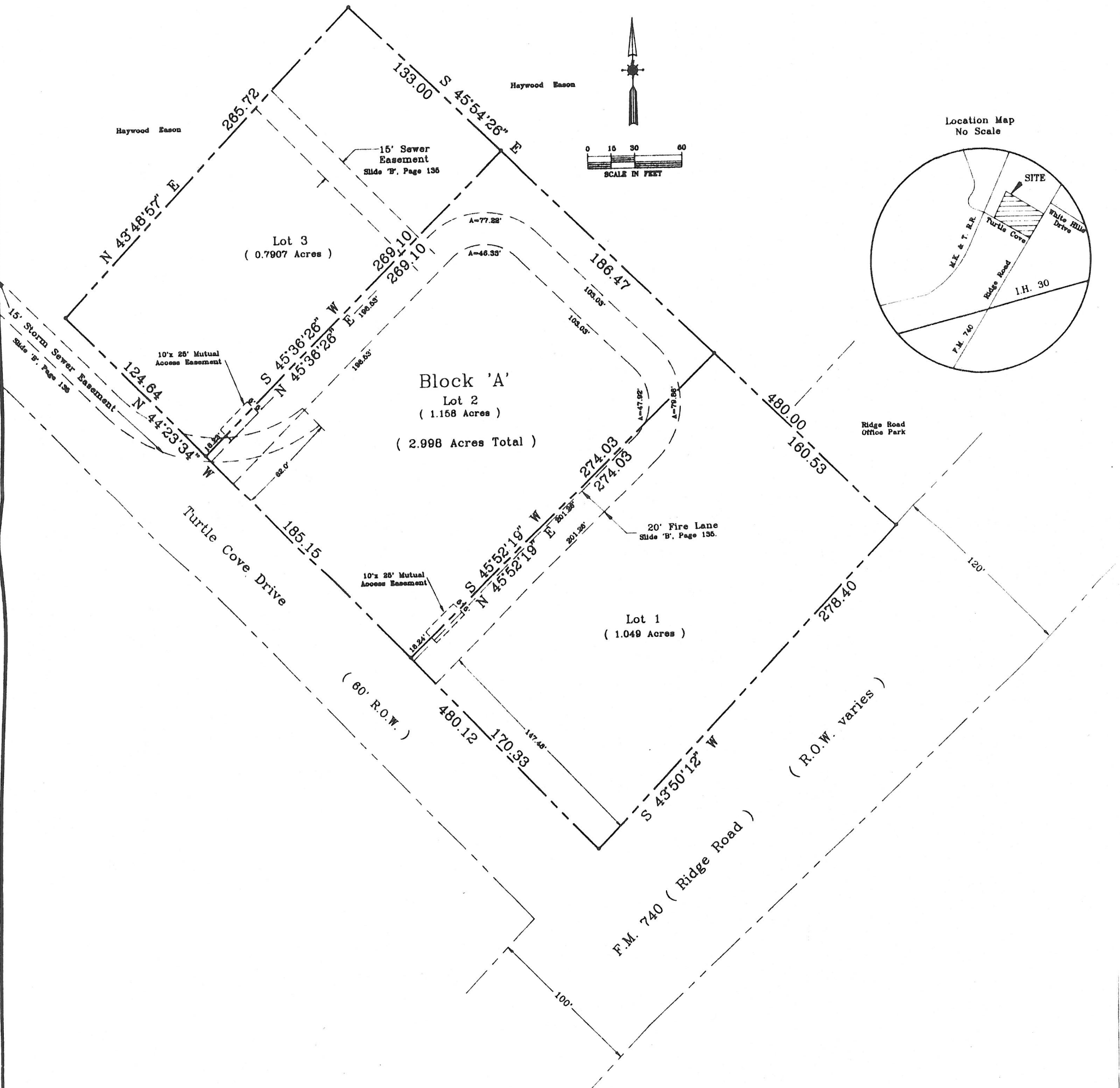
The Commission will consider this item at their meeting on Thursday and we will forward their recommendation to you on Friday.

Attachments:

1. Copy of replat
2. Copy of parking agreement

Agenda Item: Replat of Rockwall Executive Center

Item No: VI. A.



REPLAT OF ROCKWALL EXECUTIVE CENTER

BEING ALL OF LOT 1, BLOCK A,
 ROCKWALL EXECUTIVE CENTER ADDITION & PART OF
 A TRACT RECORDED IN VOLUME 210, PAGE 458. D.R.R.C.T.
 E.P. GAINES CHISUM SURVEY ABSTRACT No. 64
 CITY OF ROCKWALL
 ROCKWALL COUNTY, TEXAS

PAUL DAVIS
 106 N. GOLAI D

OWNER
 ROCKWALL, TEXAS 750

HARRY B. CARROLL SURVEYORS, INC.

3321 BROADWAY SUITE 202

GARLAND, TEXAS

Scale 1" = 50'

October 14, 1992

RECIPROCAL PARKING EASEMENT AGREEMENT

STATE OF TEXAS

COUNTY OF ROCKWALL

KEYSTONE GENERAL INSURANCE AGENCY, INC. hereinafter referred to as "Keystone" and Paul Davis hereinafter referred to as "Davis" convey reciprocal easements to each other as follows:

RECITALS

Keystone owns certain property, hereinafter referred to as "Tract I" that is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR PROPERTY DESCRIPTION.

Davis owns certain other property abutting Tract I, hereinafter referred to as Tract II that is described as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF FOR PROPERTY DESCRIPTIONS.

There is located on both Tract I and Tract II numerous parking places and areas designated for the parking of vehicles hereinafter referred to as the "Parking Areas".

Keystone and Davis consider that it is mutually beneficial to both of them that both parties have full and complete access to all of the parking areas regardless of on which Tract said areas are located. Moreover, the parties hereto desire to have the mutual and reciprocal right to use the parking areas located on the property of the other party for parking purposes so that the Parking areas may be shared by Keystone and Davis and their respective heirs, successors, assigns, and successors in title to all or part of Tract I and Tract II, their tenants, lesser, agents, employees, guests, visitors, invitee, customers, clients, repair persons and all other persons needing access to Tract I and/or Tract II by virtue of their relationship with Keystone and Davis including the employees, guests, visitors, invitee, customers, clients, repair persons and all other persons needing access to Tract I and/or Tract II by virtue of their relationship to Keystone and Davis's tenants and lessees on Tract I and/or Tract II.

IT IS THEREFORE AGREED, in consideration of the grants and agreements made herein as follows:

CONVEYANCE

1. Keystone hereby grants and conveys to Davis the following easement related only to that part of Tract I that is used for Parking:

A nonexclusive easement for parking on any portion of Tract I that is designated for parking including the right of ingress and egress across those portions of Tract I used for ingress and egress to said parking places all as shown on the recorded plat and subject to the provisions of this agreement.

CONVEYANCE

2. Davis hereby grants and conveys to Keystone the following easement related only to that part of Tract II that is used for Parking:

A nonexclusive easement for parking on any portion of Tract II that is designated for parking including the right of ingress and egress across those portions of Tract II used for ingress and egress to said parking places all as shown on the recorded plat and

subject to the provisions of this agreement.

Keystone or Davis shall not take any actions that would place either Tract in Violation of any City regulations in regard to parking.

DURATION OF EASEMENT

3. The reciprocal and mutual easements herein granted shall expire and terminate on the 15th anniversary date after the date of this agreement unless sooner terminated by recorded instrument executed by the owners of the fee simple title interest in and to Tract I and Tract II. However, in no event shall this agreement terminate if said termination places either tract in violation of any governmental regulations and said violation is no corrected by a simitious agreement.

4. The easements granted by this Agreement shall be deemed appurtenant to and to run with the ownership of Tract I and Tract II until terminated or canceled as provided by this Agreement.

SUCCESSORS AND ASSIGNS

5. A. The easements granted by this Agreement shall bind and inure to the benefit of Keystone and Davis and their respective heirs, successors, assigns, and successors in title to all or part of Tract I and Tract II,.

B. This agreement shall not be for the benefit of any third parties and no one other than those parties set forth in Paragraph 5A hereof shall have vested rights herein.

MAINTENANCE AND USE

6. Keystone and Davis agree that:

A. Keystone shall be responsible for the repair, maintenance and up keep of Tract I.

B. Davis shall be responsible for the repair, maintenance and up keep of Tract II.

CANCELLATION BY AGREEMENT

This Agreement and the easements granted herein may be canceled at any time by the mutual agreement of the then owners of Tract I and Tract II by a recorded instrument referring to this Agreement provided that such cancellation does not violate any governmental laws or regulations.

DEVELOPMENT ALLOWED

Nothing in this Agreement shall be deemed to prohibit the development of either tract so long as it does not place either tract in violation of any governmental regulations in regard to parking.

EXECUTED THIS 16th DAY OF OCTOBER, 1992.

KEYSTONE GENERAL INSURANCE AGENCY, INC.

BY: Richard W. Daker

RICHARD W. DAKER, PRESIDENT

Paul Davis
PAUL DAVIS