

APPLICATION AND FINAL PLAT CHECKLIST

Date 10/21/94

Name of Proposed Development Chili's

Name of Developer Brinker International, Inc.

Address 6820 LBJ Freeway Phone 770-9310
Dallas, TX 75240

Owner of Record O. L. Steger III, General Partner
c/o Dan Beaird of Dan Beaird Company

Address 5121 McKinney, Dallas, TX 75205 Phone 522-3200

Name of Land Planner/Surveyor/Engineer Bury & Pittman DFW, Inc.

Address 5310 Harvest Hill Rd., Suite 100 Phone 991-0011
Dallas, Texas 75230

Total Acreage 1.433 Current Zoning Commercial

Number of Lots/Units 1

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 of	Not
<u>Shown on Plat</u>	<u>Applicable</u>

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

Page 2 of 4

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 lined 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 an 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 un subdivided 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)

Page 3 of 4

- 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 graded (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: _____

File No.: _____

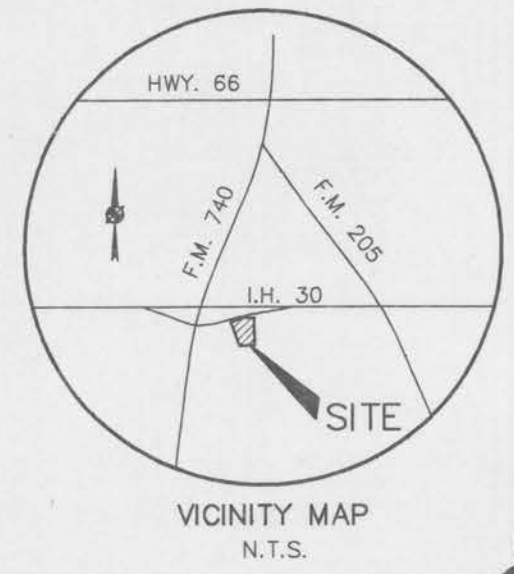
Date: _____

Fee: _____

Receipt No.: _____

FINAL PLAT OF
CHILI'S SUBDIVISION

BEING 1.433 ACRES OUT OF THE JAMES SMITH SURVEY NO. 200,
SITUATED IN THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS



- LEGEND**
- 1/2" IRON ROD FOUND (UNLESS NOTED)
 - 1/2" IRON ROD SET
 - CONCRETE MONUMENT FOUND
 - P.O.B. POINT OF BEGINNING
 - R.C.D.R. ROCKWALL COUNTY DEED RECORDS

NOTE:
ALL AGREEMENTS IN REGARDS TO RECIPROCAL ACCESS EASEMENTS WILL BE DEDICATED BY SEPERATE INSTRUMENT.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT BRINKER, INTERNATIONAL, BEING THE OWNER, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS CHILI'S SUBDIVISION, AN 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 PURPOSES STATED AND FOR THE MUTUAL USE AND ACCOMMODATION OF ALL UTILITIES DESIRING TO USE OR USING SAME. NO BUILDING 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 SYSTEM ON ANY OF THESE EASEMENT STRIPS; AND ANY PUBLIC UTILITY SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS OR EGRESS TO, FROM OR 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 THE 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 ADJUTS, 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 MY HAND AT Dallas, TEXAS, THIS 24 DAY OF October, 1994.

BY: Roy Stucky

STATE OF TEXAS
COUNTY OF DALLAS

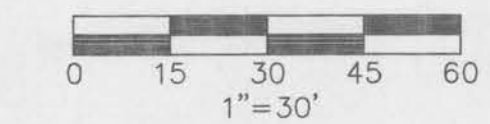
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Roy Stucky, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 24 DAY OF October, 1994.

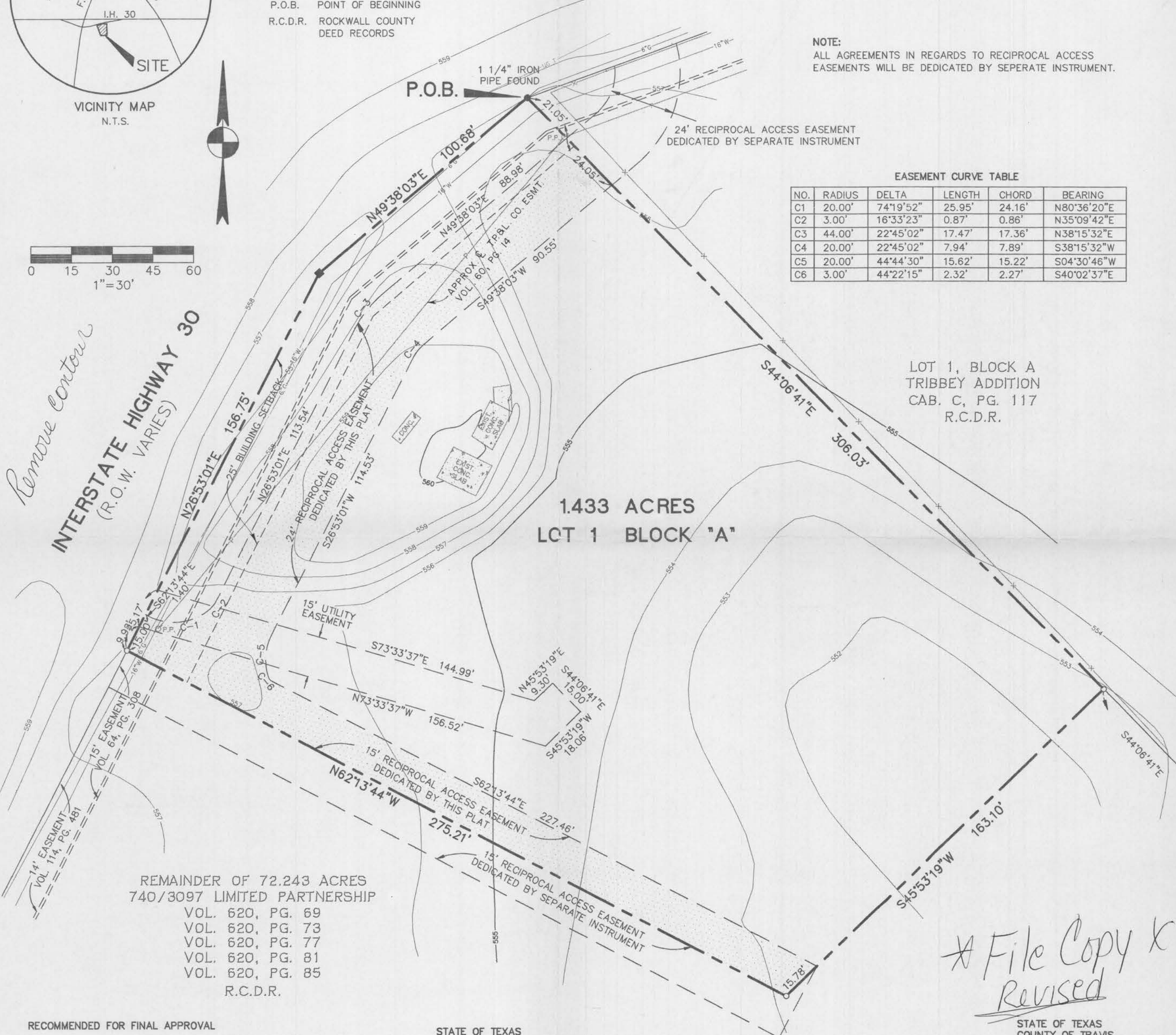
Heather S.
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
EXPIRATION 9-5-97

EASEMENT CURVE TABLE

NO.	RADIUS	DELTA	LENGTH	CHORD	BEARING
C1	20.00'	74°19'52"	25.95'	24.16'	N80°36'20"E
C2	3.00'	16°33'23"	0.87'	0.86'	N35°09'42"E
C3	44.00'	22°45'02"	17.47'	17.36'	N38°15'32"E
C4	20.00'	22°45'02"	7.94'	7.89'	S38°15'32"W
C5	20.00'	44°44'30"	15.62'	15.22'	S04°30'46"W
C6	3.00'	44°22'15"	2.32'	2.27'	S40°02'37"E



Remove contours
INTERSTATE HIGHWAY 30
(R.O.W. VARIES)



1.433 ACRES
LOT 1 BLOCK "A"

LOT 1, BLOCK A
TRIBBEY ADDITION
CAB. C, PG. 117
R.C.D.R.

REMAINDER OF 72.243 ACRES
740/3097 LIMITED PARTNERSHIP
VOL. 620, PG. 69
VOL. 620, PG. 73
VOL. 620, PG. 77
VOL. 620, PG. 81
VOL. 620, PG. 85
R.C.D.R.

RECOMMENDED FOR FINAL APPROVAL

CHAIRMAN _____ DATE _____
PLANNING & ZONING COMMISSION

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF CHILI'S SUBDIVISION AN ADDITION TO THE CITY OF ROCKWALL, TEXAS, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL ON THE _____ DAY OF _____, 1994.

MAYOR, CITY OF ROCKWALL

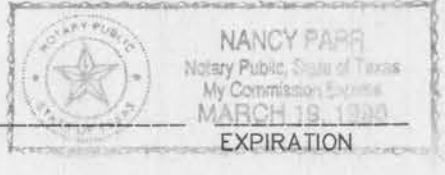
CITY SECRETARY
CITY OF ROCKWALL

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHN T. BILNOSKI, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 21 DAY OF October, 1994.

Nancy Parr
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



STATE OF TEXAS
COUNTY OF TRAVIS

NOW, KNOW THEREFORE ALL MEN BY THESE PRESENTS:

THAT I, JOHN T. BILNOSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT FROM AN ACTUAL ON THE GROUND SURVEY OF THE LAND, AND THE MONUMENTS SHOWN THEREON WERE FOUND AND/OR PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE PLATTING RULES AND REGULATIONS OF THE CITY OF ROCKWALL, TEXAS.

John T. Bilnoski
JOHN T. BILNOSKI
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4998

STATE OF TEXAS
COUNTY OF ROCKWALL

FIELDNOTE DESCRIPTION OF

A 1.433 ACRE TRACT OF LAND OUT OF AND PART OF THE JAMES SMITH SURVEY NO. 200, SITUATED IN THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CERTAIN 72.243 ACRE TRACT CONVEYED TO 740/3097 LIMITED PARTNERSHIP BY DEEDS OF RECORD IN VOLUME 620, PAGE 69; VOLUME 620, PAGE 73; VOLUME 620, PAGE 77; VOLUME 620, PAGE 81; AND VOLUME 620, PAGE 85 OF THE ROCKWALL COUNTY DEED RECORDS; SAID 1.433 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1 1/4 INCH IRON PIPE FOUND IN THE EASTERLY LINE OF INTERSTATE HIGHWAY NO. 30, FOR THE NORTHERNMOST CORNER OF THE REMAINDER OF SAID 72.243 ACRES, SAME BEING THE NORTHWESTERLY CORNER OF LOT 1 BLOCK A TRIBBEY ADDITION, A SUBDIVISION OF RECORD IN CABINET C, PAGE 117 OF THE ROCKWALL COUNTY DEED RECORDS, FOR THE NORTHERNMOST CORNER HEREOF;

THENCE, S44°06'41"E, ALONG THE NORTHEASTERLY LINE OF THE REMAINDER OF SAID 72.243 ACRES, SAME BEING THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 306.03 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE EASTERNMOST CORNER HEREOF, AND FROM WHICH A 1/2 INCH IRON ROD FOUND FOR AN ANGLE POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 1 BEARS S44°06'41"E, A DISTANCE OF 469.79 FEET;

THENCE, LEAVING THE SOUTHWESTERLY LINE OF SAID LOT 1, OVER AND ACROSS THE REMAINDER OF SAID 72.243 ACRES, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) S45°53'19"W, A DISTANCE OF 163.10 FEET TO A 1/2 INCH IRON ROD SET FOR THE SOUTHERNMOST CORNER HEREOF;
- 2) N62°13'44"W, A DISTANCE OF 275.21 FEET TO A 1/2 INCH IRON ROD SET IN THE EASTERLY LINE OF INTERSTATE HIGHWAY NO. 30, SAME BEING THE NORTHWESTERLY LINE OF THE REMAINDER OF SAID 72.243 ACRES, FOR THE WESTERNMOST CORNER HEREOF;

THENCE, ALONG THE EASTERLY LINE OF INTERSTATE HIGHWAY NO. 30, SAME BEING THE NORTHWESTERLY LINE OF THE REMAINDER OF SAID 72.243 ACRES, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) N26°53'01"E, A DISTANCE OF 156.75 FEET TO A CONCRETE MONUMENT FOUND FOR AN ANGLE POINT;
- 2) N49°38'03"E, A DISTANCE OF 100.68 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 1.433 ACRES OF LAND, MORE OR LESS WITHIN THESE METES AND BOUNDS.

OWNER:
BRINKER, INTERNATIONAL
6820 L.B.J. FREEWAY
DALLAS, TEXAS 75240

DATE: OCTOBER, 1994
PREPARED BY:

Bury+Pittman, Inc.
Consulting Engineers and Surveyors
Austin, Texas Tel 512/328-0011 Fax 512/328-0325
Bury + Pittman, DFW, Inc.
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LETTER OF TRANSMITTAL

CITY OF ROCKWALL		DATE 10/27/94
205 W. RUSK		PROJECT NUMBER 3002-05
ROCKWALL, TEXAS		DATA CODE
ATTN:	MS. DENISE LARUE	ROUTING:
RE:	CHILI'S IN ROCKWALL	
WE ARE SENDING YOU.	THESE ARE TRANSMITTED:	
<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> As Requested	
<input type="checkbox"/> Original Drawings	<input checked="" type="checkbox"/> For Your Use	
<input checked="" type="checkbox"/> Prints	<input type="checkbox"/> For Review and Comment	
<input type="checkbox"/> Specifications		
<input type="checkbox"/> Reports		
<input checked="" type="checkbox"/> 8 1/2" x 11" Transparency		

NUMBER	DESCRIPTION
27 EA.	FOLDED COPIES OF THE FINAL PLAT
1 EA.	8 1/2" X 11" TRANSPARENCY OF THE FINAL PLAT

REMARKS

DEAR MS. LARUE:

COULD YOU PLEASE REPLACE THESE COPIES WITH THE ONES PREVIOUSLY SUBMITTED. WE HAD TO REFERENCE A TP&L EASEMENT WHICH SHOWED UP IN THE TITLE COMMITMENT. ALSO, THE NEED FOR THE 25 FT. UTILITY EASEMENT ALONG THE I.H. 30 FRONTAGE WENT AWAY.

IF YOU HAVE ANY QUESTIONS, PLEASE CALL ME AT 214/991-0011.

DISTRIBUTION:

PREPARED BY:

	SUSAN WEAVER, P.E.
--	--------------------



LETTER OF TRANSMITTAL

TO CITY OF ROCKWALL		DATE 11/1/94
205 W. RUSK		PROJECT NUMBER 3002-05
ROCKWALL, TEXAS		DATA CODE
ATTN: DENISE LARUE	ROUTING:	
RE: CHILI'S IN ROCKWALL		
WE ARE SENDING YOU. <input type="checkbox"/> Shop Drawings <input type="checkbox"/> Original Drawings <input checked="" type="checkbox"/> Prints <input type="checkbox"/> Specifications <input type="checkbox"/> Reports	THESE ARE TRANSMITTED: <input type="checkbox"/> As Requested <input type="checkbox"/> For Your Use <input type="checkbox"/> For Review and Comment <input checked="" type="checkbox"/> For Submittal	

NUMBER	DESCRIPTION
27 EA.	REVISED COPIES OF THE FINAL PLAT

REMARKS

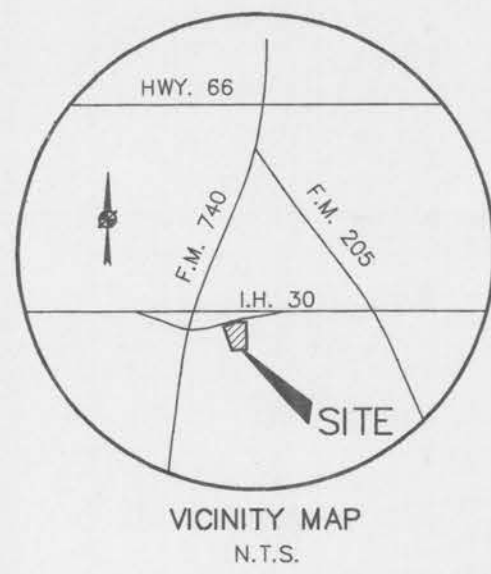
DENISE:

PLEASE REPLACE ANY PREVIOUS FINAL PLATS WITH THESE REVISED ONES. WE HAVE SIMPLY REMOVED THE EXISTING CONTOURS AS REQUESTED BY MR. DAN BOUTWELL.

THANKS!

DISTRIBUTION: _____ **PREPARED BY:** SUSAN WEAVER, P.E.

If enclosures are not as noted, kindly notify us at once.



- LEGEND**
- 1/2" IRON ROD FOUND (UNLESS NOTED)
 - 1/2" IRON ROD SET
 - CONCRETE MONUMENT FOUND
 - P.O.B. POINT OF BEGINNING
 - R.C.D.R. ROCKWALL COUNTY DEED RECORDS

FINAL PLAT OF CHILI'S SUBDIVISION

BEING 1.433 ACRES OUT OF THE JAMES SMITH SURVEY NO. 200, SITUATED IN THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

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NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
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WITNESS MY HAND AT DALLAS, TEXAS, THIS 24 DAY OF OCTOBER, 1994.

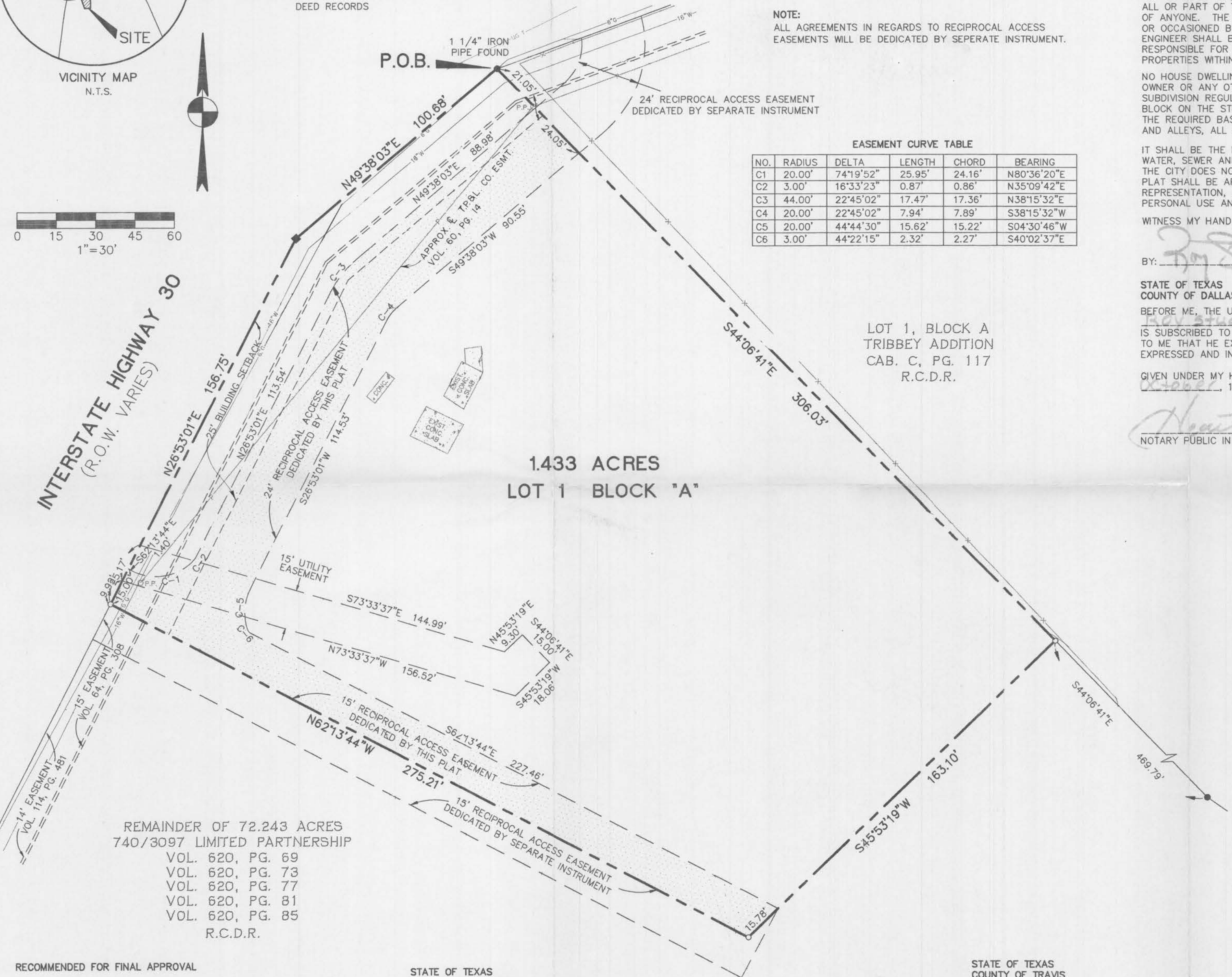
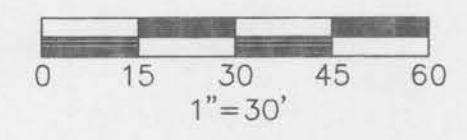
BY: *Ray Sturdy*

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED *Ray Sturdy*, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 24 DAY OF OCTOBER, 1994.

Notary Signature
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS EXPIRATION 9-5-97



1.433 ACRES
LOT 1 BLOCK 'A'

REMAINDER OF 72.243 ACRES
740/3097 LIMITED PARTNERSHIP
VOL. 620, PG. 69
VOL. 620, PG. 73
VOL. 620, PG. 77
VOL. 620, PG. 81
VOL. 620, PG. 85
R.C.D.R.

RECOMMENDED FOR FINAL APPROVAL

CHAIRMAN DATE
PLANNING & ZONING COMMISSION

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF CHILI'S SUBDIVISION AN ADDITION TO THE CITY OF ROCKWALL, TEXAS, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL ON THE _____ DAY OF _____ 1994.

MAYOR, CITY OF ROCKWALL CITY SECRETARY
CITY OF ROCKWALL

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHN T. BILNOSKI, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION EXPRESSED AND IN THE CAPACITY THEREIN STATED.

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Nancy Parr
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



STATE OF TEXAS
COUNTY OF TRAVIS

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John T. Bilnoski
JOHN T. BILNOSKI
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4998



OWNER:
BRINKER, INTERNATIONAL
6820 L.B.J. FREEWAY
DALLAS, TEXAS 75240

DATE: OCTOBER, 1994
PREPARED BY:

Bury+Pittman, Inc.
Consulting Engineers and Surveyors
Austin, Texas Tel 512/328-0011 Fax 512/328-0325
Bury + Pittman, DFW, Inc.
©Copyright 1994 Bury+Pittman, Inc.

B.P.I. No. 3002-05.00 DRAWN BY P.T.R.

Planning & Zoning Regular Meeting
November 10, 1994

5

I. CALL TO ORDER

10 The meeting was called to order at 7:00 p.m. by Van Ewing with the following members present; Art Ruff, David Hairston, Ross Ramsay, Terry Raulston, and Ginger Baugh.

II. APPROVAL OF MINUTES FROM OCTOBER 13, 1994 MEETING

15

Mr. Ruff made a motion to approve the minutes of the October 13, 1994 meeting. Mr. Hairston seconded the motion. The motion was voted on and passed 5 to 0. Mrs. Baugh abstained.

20 **94-30-RP** Hold Public Hearing and Consider recommending approval of a request from Nelda Vines for a Replat for Lot 3 of Block A of Chandlers Landing Phase 14.

Mr. Douphrate outlined the request, recommending approval.

25 Mr. Ewing opened the public hearing.

The applicant was not present.

Mr. Ewing closed the public hearing.

30

After much discussion Mr. Ramsay made a motion to approve the request from Nelda Vines for a Replat for Lot 3 of Block A of Chandlers Landing Phase 14.

35

Mrs. Baugh seconded the motion. The motion was voted on and passed unanimously.

94-29-RP Hold Public Hearing and Consider recommending approval of a request from Kenneth Miley for a Replat of Lots 37 and 38 of Chandlers Landing Phase 20.

40 Mr. Douphrate outlined the request recommending approval.

Mr. Ewing opened the public hearing.

11/10/94

Mr. & Mrs. Kenneth Miley, applicants, addressed the Commissioners asking for approval of the request.

Mr. Ewing closed the public hearing.

5

After much discussion Mr. Raulston made a motion to approve the request Kenneth Miley for a Replat of Lots 37 and 38 of Chandlers Landing Phase 20.

Mr. Haiston seconded the motion. The motion was voted on and passed unanimously.

10

IV. SITE PLAN/PLATS

15

94-31-SP A request from Danny Murphy for a Site Plan for an addition to Park Ave. Cleaners located at 2910 Ridge Road.

20

Mr. Douphrate outlined the request recommending approval of the site plan provided the applicant indicate the zoning on the adjacent properties surrounding this development.

Mr. Murphy, applicant addressed the Commission asking for approval of the request.

25

After much discussion Mr. Ruff made a motion to approve the request from Danny Murphy for a Site Plan for an addition to Park Ave. Cleaners located at 2910 Ridge Road provided the following conditions are met;

The site plan indicates the zoning on the adjacent properties surrounding the development.

30

The legal description on the site plan include only the platted property.

A separate instrument for cross easement access be include.

35

Mr. Raulston seconded the motion. The motion was voted on and passed unanimously.

94-28-FP A request from Max Scheid for a Preliminary Plat for Lofland Lake Estates Phase II located north of FM-1139 and east of FM-549.

40

Mr. Douphrate outlined the request, recommending approval of the preliminary plat provided the following conditions are met;

The preliminary plat show the pertinent topographical features such as the shoreline of the lake

11/10/94

and contour intervals of the lots.

The width of the existing right-of-way of FM-549 is to be shown on the plat.

- 5 The applicant is to provide finish floor elevations of each lot 2 feet above the 100 year base flood elevation.

Max Scheid, applicant addressed the Commission asking for approval of the request.

- 10 After much discussion Mr. Hairston made a motion to approve the request from Max Scheid for a Preliminary Plat for Lofland Lake Estates Phase II located north of FM-1139 and east of FM-549 provided the following conditions are met;

- 15 The preliminary plat show the pertinent topographical features such as the shoreline of the lake and contour intervals of the lots.

The width of the existing right-of-way of FM-549 is to be shown on the plat.

- 20 The applicant is to provide finish floor elevations of each lot 2 feet above the 100 year base flood elevation.

Mr. Ruff seconded the motion. The motion was voted on and passed unanimously.

- 25 Mr. Pat Friend arrived at the meeting

94-24-FP A request from Brinker International for a Final Plat for 1.433 acre located at east I-30 service road and east of FM-740

- 30 Mr. Ewing removed himself from the meeting citing conflict of interest.

Mr. Douphrate outlined the request recommending approval of the final plat provided the access easements are filed concurrently with the plat.

- 35 Mr. Klemco, Brinker International addressed the Commission asking for approval of the request.

After much discussion Mr. Ramsay made a motion to approve the request from Brinker International for a Final Plat for 1.433 acre located at east I-30 service road and east of FM-740 provided the access easements are filed concurrently with the plat.

- 40 Mr. Ruff seconded the motion. The motion was voted on and passed 4 in favor and 2 against.

III. ADJOURNMENT

11/10/94

There being no further business, the meeting was adjourned at 8:30 p.m.

ATTEST:

[Signature]
Community Development Coordinator

APPROVED:

[Signature]
Planning & Zoning Commission Chairman

5

10

15

11/10/94

4

**CITY OF ROCKWALL
City Council Agenda**

Agenda Date: November 21, 1994

Agenda No. VI.G.

Agenda Item: PZ-94-24-FP Discuss and Consider Approval of a Request from Brinker International for a Final Plat and Take Any Necessary Action

Item Generated By: Applicant, Brinker International

Action Needed:

Recommendations:

The Planning and Zoning Commission recommended approval of the request.

Attachments:

1. Copy of P&Z Agenda Items

City of Rockwall
City Council Agenda

Agenda Date: November 21, 1994

Agenda Item: PZ 94-24-FP - Discuss and Consider Approval of a request from Brinker International for a Final Plat consisting of 1.433 acres located at East IH 30 Service Road, east of FM-740.

Item Presented By: Brinker International

Action Needed: Discuss and Consider Approval of a Final Plat.

Background Information: The final plat submitted for approval conforms to the site plan and preliminary plat previously submitted and approved by the Commission and Council. The Commission chairman did express a concern regarding the inability to turn left (southbound) when entering FM 740 from the Chili's access drive once FM 740 is improved. Staff pointed out the improvements to FM 740 will not be completed until 4 to 5 years from now provided the December, 1994, bond election is successful. During this time period it appears this tract of land east of FM 740 will continue to develop enabling the Developer to provide an alternate access point onto FM 740 where a median cut will be provided. In response to the Commission's concerns regarding the existing and future traffic patterns along FM 740, two site access exhibits have been generated by Mr. Tony Tramel of De Shazo, Tang, & Associates for your review. This study illustrates the traffic pattern of FM 740 with both the improvements to the interchange and the future improvements of FM 740. These exhibits enclosed were also submitted to the Commission for their review. Mr. Tramel will be present Monday night to answer any questions regarding the traffic concerns.

Recommendation: The Commission approved the final plat provided the offsite access easements are filed concurrently with the plat.

Attachments:

1. Memorandum from Dan Boutwell, AICP
2. Final Plat.
3. Site Access Exhibits.

Agenda Item: PZ 94-24-FP


File Copy
94-24-FP



DeShazo, Tang & Associates, Inc.
Engineers ♦ Planners
330 Union Station, Dallas, Texas 75202-4802
214/748-6740 ♦ Metro 214/263-5428
FAX 214/748-7037

MEMORANDUM

TO: Dub Douphrate, P.E.
City Engineer, Rockwall

FROM: Tony R. Tramel, P.E. 
DeShazo, Tang & Associates, Inc.

DATE: November 7, 1994

RE: Site Access Exhibits for Proposed Chili's Development; J94152

Please find enclosed two graphic exhibits depicting the development of Chili's within the southeastern quadrant of I-30 Ridge Road (FM-740).

Exhibit 1 reflects the proposed development of Chili's with the completion of TxDOT improvements. It is our understanding that these improvements should be completed by mid-summer of 1995. With these improvements, the Ridge Road/I-30 interchange will become signalized at the diamond interchange/off-ramps of I-30. A total of eight roadway lanes will be provided under the I-30 bridge. Two Texas-type U-turn lanes for the one-way frontage roads will provide local access to properties located adjacent to them. Two northbound and two southbound through lanes are provided for Ridge Road traffic. Exclusive left-turn lanes are also provided for both northbound and southbound traffic under the bridge structure. An advance left-turn storage lane at each of the frontage roads is also provided to increase the intersection capacity operations.

A southbound left-turn storage lane is to be provided south of the eastbound frontage road which would allow for left turns into the old service road to the proposed Chili's development. The old access road location will be a two-lane roadway and will allow vehicles to enter and exit from the Chili's site location. Chili's will also have site access from the eastbound frontage road through a reciprocal access agreement with the adjacent property owners. An agreement is also being developed which will allow for reciprocal access easement to and from Chili's and the future development of the remaining ±70 acres which would tie into a future collector street when that development occurs.

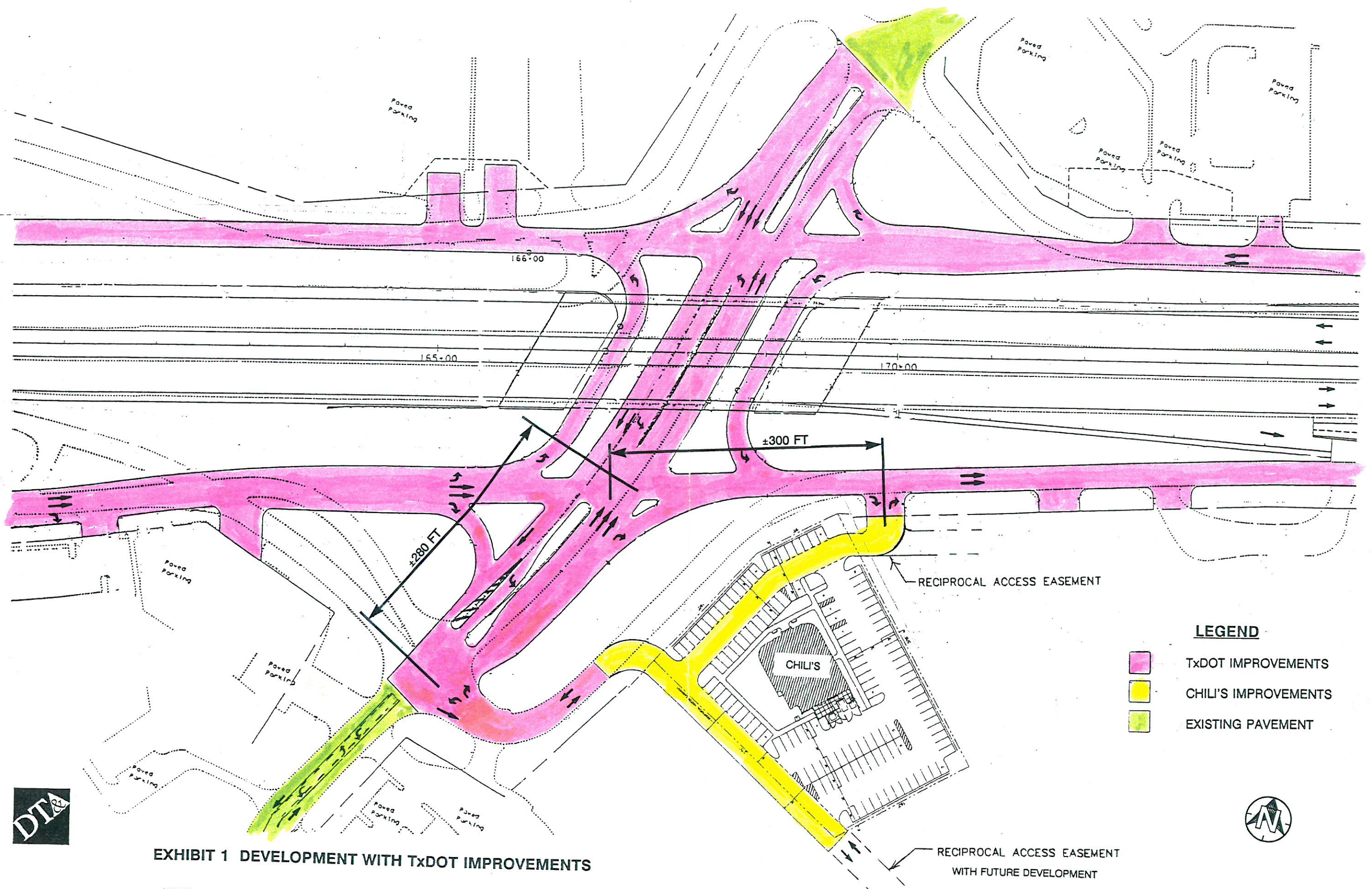
Exhibit 2 depicts the location of Chili's with the planned collector and major thoroughfares in this area. This plan also depicts the anticipated widening of Ridge Road by the City to a four-lane divided facility. With the widening of Ridge Road, access to Chili's from Ridge Road at the old access road would be limited to right-turn in and right-turn out. With the future retail development and construction of the noted collector, access to the south of Chili's would be provided. Alternatively, Chili patrons who wish to proceed south on Ridge Road could utilize the frontage road system of I-30 or other roadways, (Mims, Tubbs, FM-3097, Rainbow, and White), to reach the residential development south of I-30 served by Ridge Road.

Dub Douphrate, P.E.
November 7, 1994
Page 2

Exhibit 2 has also been prepared on an acetate overlay superimposed on an air photo that will be used during our presentation. I anticipate being present at the P&Z and city council meetings to present this information and answer questions concerning this matter.

If you have any questions, please feel free to call me at (314) 748-6740.

Enclosures:



LEGEND

- TXDOT IMPROVEMENTS
- CHILI'S IMPROVEMENTS
- EXISTING PAVEMENT

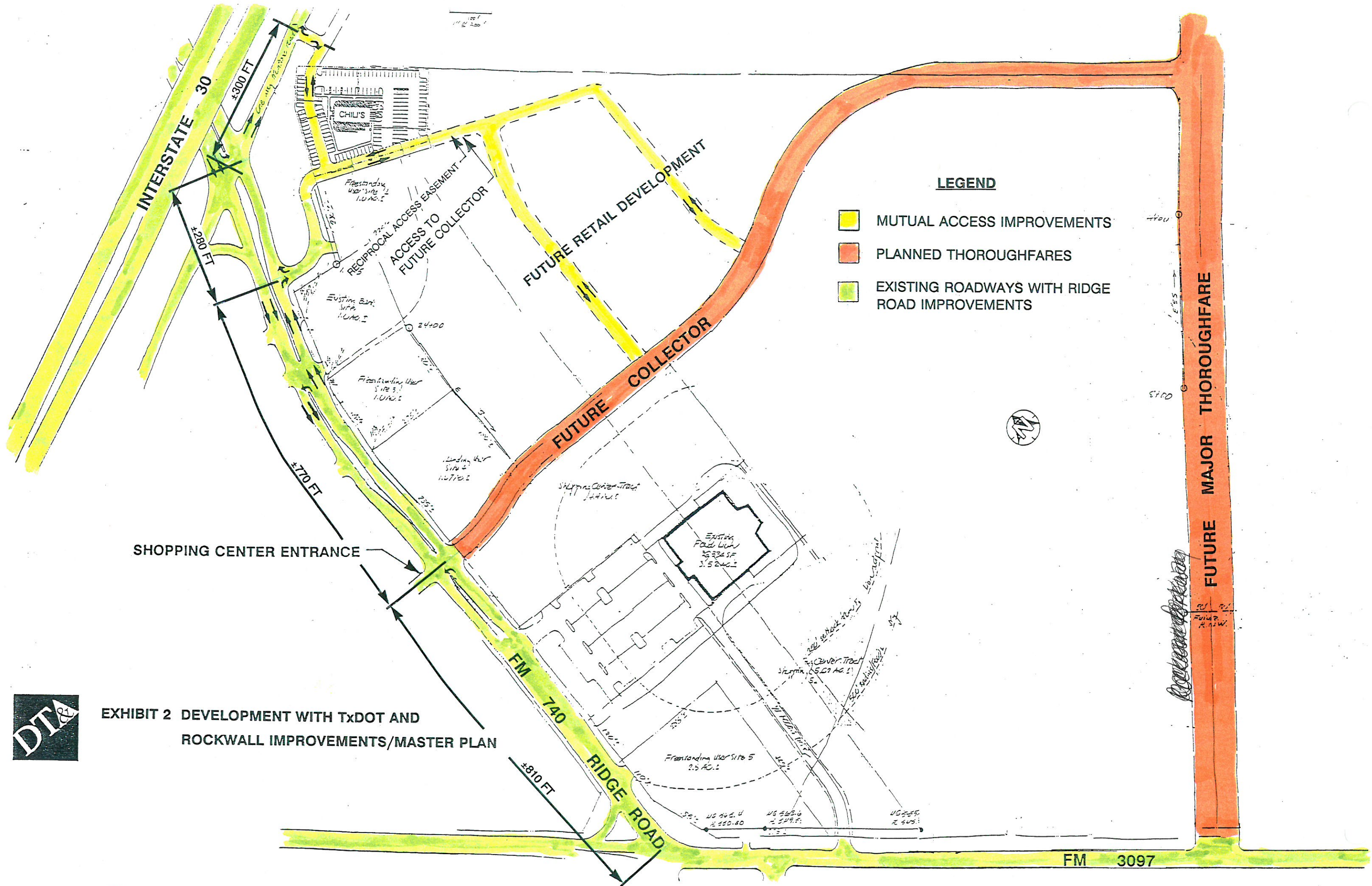


EXHIBIT 1 DEVELOPMENT WITH TXDOT IMPROVEMENTS

J94152



RECIPROCAL ACCESS EASEMENT
WITH FUTURE DEVELOPMENT



LEGEND

- MUTUAL ACCESS IMPROVEMENTS
- PLANNED THOROUGHFARES
- EXISTING ROADWAYS WITH RIDGE ROAD IMPROVEMENTS

EXHIBIT 2 DEVELOPMENT WITH TxDOT AND ROCKWALL IMPROVEMENTS/MASTER PLAN



EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
 COUNTY OF ROCKWALL §

THIS EASEMENT AGREEMENT (the "Easement") is made and entered into as of the _____ day of _____, 1994, by and between WALTER J. TRIBBEY, JR., TRUSTEE OF THE WALTER J. TRIBBEY REVOCABLE TRUST UNDER TRUST AGREEMENT DATED _____, 19____, (hereinafter referred to as "Grantor") and 740/3097 LIMITED PARTNERSHIP, a Texas limited partnership (hereinafter referred to as "Grantee").

RECITALS:

WHEREAS, Grantor is the owner of that certain tract of real property situated in Rockwall County, Texas which is described in Exhibit "A" attached hereto and incorporated herein by this reference for all purposes (hereinafter referred to as the "Servient Estate"); and

WHEREAS, Grantee is the owner of certain real property situated in Rockwall County, Texas adjoining the Servient Estate including, without limitation, that certain real property described in Exhibit "B" attached hereto and incorporated herein by this reference for all purposes (hereinafter referred to as the "Dominant Estate"); and

WHEREAS, Grantor desires to grant to Grantee an easement over the Servient Estate for the purpose of providing vehicular and pedestrian ingress, egress and regress, all upon the terms, conditions and limitations hereinafter set forth;

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereof do hereby agree as follows:

1. Grant of Easement. Grantor does hereby GRANT, BARGAIN, SELL and CONVEY to Grantee, its successors and assigns, a permanent, perpetual, private and non-exclusive right-of-way and easement (hereinafter referred to as the "Easement") over the Servient Estate for the purpose of construction, maintenance, vehicular and pedestrian ingress, egress and regress; subject, however, to the covenants and conditions hereinafter set forth, all of which shall be covenants running with the land. Without limiting the generality of the foregoing, the Easement granted herein shall and does hereby create in Grantee, and all future owners and mortgagees of the Dominant Estate, or any portion thereof, and its and their respective successors, heirs, legal representatives, assigns, invitees, licensees and tenants (but only so long as they remain tenants with respect to any improvements located on the Dominant Estate), the free and uninterrupted, but non-exclusive, as easement at any time of passing across, upon and over the Easement for the purposes specified above. Further, without limiting the generality of the foregoing, the Easement granted herein (i) shall be permanent, perpetual, private and non-exclusive, it being understood that Grantor is not dedicating the easement for use by the general public and hereby reserves and retains the right to grant and convey similar rights and easements to such other persons, firms and entities as Grantor may deem proper, provided that the use of the Easement by such other persons, firms, and entities does not obstruct or prevent the uses and purposes herein described; (ii) shall be for the benefit of the Dominant Estate, or any part thereof; and (iii) shall inure to the benefit of any persons, firms, entities or corporations (including their respective heirs, successors, legal representatives and assigns), as well as their invitees, licensees, mortgagees and tenants (but only so long as they remain tenants with respect to any improvements located on the Dominant Estate), to whom the Dominant Estate, or any portion thereof, shall be in turn conveyed by Grantee.

2. Maintenance. Grantee shall at its costs be responsible for (i) paving the Servient Estate and (ii) performing or causing to be performed the necessary maintenance of and repairs to the Servient Estate so as to maintain the Servient Estate and Easement in good condition and repair, reasonable wear and tear excepted.

3. Binding Effect. The grants and the obligations, benefits and burdens of the parties hereto shall be covenants running with the land and shall apply to, be binding upon and inure to the benefit of all present and future owners, mortgagees and other parties identified herein for whose benefit the same are intended of all or any portion of the Dominant Estate and the Servient Estate, and their respective heirs, successors, legal representatives and assigns. It is understood and agreed that the rights, obligations and liabilities of the respective owners of the Dominant Estate and the Servient Estate as herein of the owners of the Dominant Estate and the Servient Estate only during such time as such persons, firms or entities are record owners of the Dominant Estate and the Servient Estate; provided, however, that no transfer of all or any part of the Dominant Estate or the Servient Estate shall relieve the owner thereof from any obligations or liabilities which shall have accrued under the terms of this Agreement with respect to the period of time during which said owner owned the Dominant Estate or the Servient Estate, or portion thereof, so transferred; provided further, however, that upon any such transfer, said owner shall be relieved of any obligations and liabilities which may thereafter arise or accrue under the terms of this Agreement and which relate to the Dominant Estate or the Servient Estate, or portion thereof, so transferred.

4. Nonmerger of Estates. It is expressly stipulated and agreed that the parties hereto do not intend that there be, and there shall in no event be, a merger of the dominant and the servient tenements hereunder by reason of the fact that the ownership of any of said tenements, or any interest therein, may now or hereafter be held directly or indirectly by or for the account of the same person, firm or entity, but do intend that the easement servitudes shall not be extinguished hereby and that the said dominant and servient tenements be kept separate for the benefit of the parties hereto and those other parties identified herein for whose benefit the Easement is intended.

5. Condition. Grantor's provision of this Easement is expressly conditioned upon Grantee or Grantee's successors in interest platting or otherwise granting easement rights in and to that portion of the Dominant Estate immediately adjacent to the Servient Estate in a manner so as to provide the owner of the Servient Estate with easement rights across a portion of the Dominant Estate corresponding in location with the location of the Servient Estate. Upon recordation of the plat or easement document referenced in the immediately preceding sentence, the condition described in this paragraph 5 shall be deemed satisfied without the necessity for any written consent or notice whatsoever from Grantor.

6. Amendment or Modification. This Agreement may be amended or modified only by an amendment in writing executed by the then owners of the Dominant Estate and the Servient Estate, with the joinder of all mortgagees with respect to the Dominant Estate and the Servient Estate, or any part or parts thereof, to evidence the consent of such mortgagees to such amendment or modification.

7. Notice. For purposes hereof any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed delivered when actually delivered or three (3) days after depositing such notice in the U.S. Mail, postage prepaid, certified or registered mail, return receipt requested, contained in a prepaid envelope and addressed to the parties hereto as follows:

If to Grantor:

Walter J. Tribbey, Jr. Revocable Trust
c/o Mr. Van Ewing
Barbara Hensley Realtors
2313 Ridge Road
Rockwall, Texas 75087

If to Grantee:

740/3097 Limited Partnership
504 West Rusk
Rockwall, Texas
Attn: O.L. Steger III

The aforesaid address of any party, its successors and assigns may be changed by ten (10) days prior written notice thereof to the other party.

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto on the dates set forth below in their respective acknowledgements, but to be effective as of the date first above written.

GRANTOR:

WALTER J. TRIBBEY, JR., TRUSTEE OF THE
WALTER J. TRIBBEY, JR. REVOCABLE TRUST
UNDER TRUST AGREEMENT DATED _____
19____

GRANTEE:

740/3097 LIMITED PARTNERSHIP,
a Texas limited partnership

By: _____
O.L. Steger III, General Partner

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared WALTER J. TRIBBEY, JR., known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be a trustee of THE WALTER J. TRIBBEY, JR. REVOCABLE TRUST UNDER TRUST AGREEMENT DATED _____, 19____, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, as the act of said trust.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 1994.

Notary Public, State of TEXAS

[SEAL]
My Commission Expires:

(Printed Name of Notary)

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared O.L. STEGER III, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be a general partner of 740/3097 LIMITED PARTNERSHIP, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, as the act of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 1994.

Notary Public, State of TEXAS

[SEAL]
My Commission Expires:

(Printed Name of Notary)

DA942650133
171:102194cep2
FOOD/S7111-22800

EXHIBIT A

RECIPROCAL ACCESS EASEMENT

Being a Reciprocal Access Easement in the James Smith Survey, Abstract 200, Rockwall County, Texas, over and across Lot 1, Block A, Tribbey Addition, a subdivision of record in Cabinet C, Page 117, of the deed records of Rockwall County, Texas; said Reciprocal Access Easement to be more particularly described by metes and bounds as follows:

BEGINNING as a point in the West boundary line of the above referenced Tribbey Addition and the Northeast boundary line of the remainder of a 72.243 acre tract conveyed to 740/3097 Limited Partnership recorded in Volume 620, Pages 69-88 of the deed records of Rockwall County, Texas, said point also being S44°06'41"E, a distance of 21.04' from a 1 1/4 inch iron pipe found for the Northwest corner of said Tribbey Addition.

THENCE N49°38'03"E, a distance of 14.15' to a point at the beginning of a curve to the left whose functions are as follows: an angle of 56°38'36", a radius of 20.00', a tangent of 10.86', and a chord which bears N21°08'35"E, a distance of 19.08'.

THENCE Northeasterly with said curve to the left a distance of 19.89' to a point in the North boundary line of said Tribbey Addition, and the South right-of-way line of Interstate Highway No. 30;

THENCE N69°41'52"E, a distance of 24.28' with the North boundary line of said Tribbey Addition and the South right-of-way line of Interstate Highway No. 30 to a point at the beginning of a curve to the right whose functions are as follows: an angle of 64°05'16", a radius of 44.00', a tangent of 27.54', and a chord which bears S17°35'25"W, a distance of 46.69'.

THENCE Southwesterly with said curve to the right a distance of 49.22' to a point;

THENCE S49°38'03"W, a distance of 12.58' to a point in the West boundary line of said Tribbey Addition and the Northeast boundary line of the remainder of said 72.243 acre tract;

THENCE N44°06'41"W, a distance of 24.05' back to the **POINT OF BEGINNING**, containing an area of 0.026 acres (1,150.16 sq. ft.) of land, more or less.

EXHIBIT "B"

WHEREAS BRINKER, INTERNATIONAL, BEING THE OWNER OF A TRACT OF LAND IN THE COUNTY OF ROCKWALL, STATE OF TEXAS, SAID TRACT BEING DESCRIBED AS FOLLOWS:

BEING 1.433 ACRES OF LAND SITUATED IN THE JAMES SMITH SURVEY, ABSTRACT 200, ROCKWALL COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER OF THAT CERTAIN 72.243 ACRE TRACT CONVEYED TO 740/3087 LIMITED PARTNERSHIP BY DEEDS OF RECORD IN VOLUME 820, PAGE 69, VOLUME 820, PAGE 73, VOLUME 820, PAGE 77, VOLUME 820, PAGE 81, AND VOLUME 820, PAGE 85 OF THE DEED RECORDS OF ROCKWALL COUNTY, TEXAS; SAID 1.433 ACRE TRACT OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1 1/4 inch iron pipe found for the North corner of the remainder of said 72.243 acre tract and the West corner of a Lot 1, Block A, Tribbey Addition, a subdivision of record in Cabinet C, Page 117 of the Deed Records of Rockwall County, Texas, also being in the south right-of-way line of U.S. Highway No. 30.

THENCE South 44° 08' 41" East, a distance of 308.03' with the Northeast line of the remainder of said 72.243 acre tract and the West line of said Lot 1, to a 1/2 inch iron rod set for corner;

THENCE South 45° 53' 19" West, over and across the remainder of said 72.243 acres, a distance of 163.10 feet to a 1/2 inch iron rod set for a corner;

THENCE North 62° 13' 44" West, continuing over and across the remainder of said 72.243 acres, a distance of 275.21 feet to a 1/2 inch iron rod set for a corner in the most northerly, northwest line of the remainder of said 72.243 acre tract and the south right-of-way line of said U.S. Highway No. 30;

THENCE with the westerly line of said 72.243 acres, same being the easterly line of said Interstate Highway No. 30, North 26°53'01" East, a distance of 158.75 feet to a concrete right-of-way monument found for a corner and North 48°38'03" East, a distance of 100.88 feet to the POINT OF BEGINNING, containing an area of 1.433 acres (82,434 sq. ft.) of land, more or less, within these metes and bounds.

0.026 ACRES
CHILI'S (BRINKER)

FN NO. D94-001(SAS)
OCTOBER 14, 1994
BPI JOB NO. 3002-03.00

EXHIBIT A

RECIPROCAL ACCESS EASEMENT

BEING A 0.026 ACRE RECIPROCAL ACCESS EASEMENT SITUATED IN THE JAMES SMITH SURVEY, ABSTRACT 200, ROCKWALL COUNTY, TEXAS, OVER AND ACROSS LOT 1, BLOCK A, TRIBBEY ADDITION, A SUBDIVISION OF RECORD IN CABINET C, PAGE 117, OF THE DEED RECORDS OF ROCKWALL COUNTY, TEXAS; 0.026 ACRE SAID RECIPROCAL ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the Westerly line of the said Tribbey Addition and the Northeasterly boundary line of the remainder of a 72.243 acre tract conveyed to 740/3097 Limited Partnership recorded in Volume 620, Pages 69-88 of the deed records of Rockwall County, Texas, said point also being S44°06'41"E, a distance of 21.04 feet from a 1 1/4 inch iron pipe found for the Northwesterly corner of said Tribbey Addition;

THENCE, N49°38'03"E, a distance of 14.15 feet to a point at the beginning of a curve to the left;

THENCE, northeasterly with said curve to the left having a radius of 20.00 feet, a central angle of 56°58'56", an arc distance of 19.89 feet, and a chord which bears N21°08'35"E, a distance of 19.08 feet to a point in the Northerly line of said Tribbey Addition, and the Southerly right-of-way line of Interstate Highway No. 30;

THENCE, N69°41'52"E, a distance of 24.28 feet along the Northerly line of said Tribbey Addition and the Southerly right-of-way line of Interstate Highway No. 30 to a point of a curvature of a non-tangent curve to the right;

THENCE, along said non-tangent curve to the right having a radius of 44.00 feet, a central angle of 64°05'15", an arc distance of 49.22 feet, and a chord of which bears S17°35'25"W, a distance of 46.69 feet to a point of tangency;


THENCE, S49°38'03"W, a distance of 12.58 feet to a point in the Westerly line of said Tribbey Addition and the Northeasterly line of the remainder of said 72.243 acre tract;

FN NO. D94-001 (SAS)
OCTOBER 14, 1994
PAGE 2

THENCE, N44°06'41"W, a distance of 24.05 to the POINT OF BEGINNING, containing an area of 0.026 acres (1,150 sq. ft.) of land, more or less, within these metes and bounds.

I, JOHN T. BILNOSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

BURY & PITTMAN, INC.
ENGINEERS-SURVEYORS
3345 BEE CAVE ROAD
SUITE 200
AUSTIN, TEXAS 78746

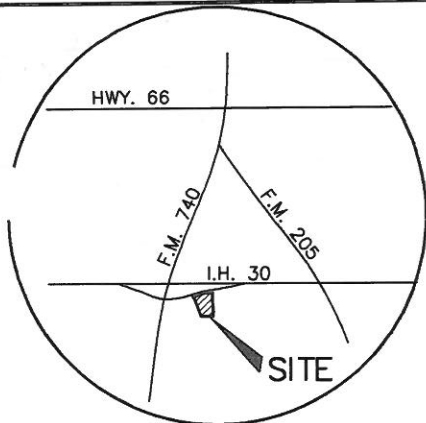


JOHN T. BILNOSKI, R.P.L.S. 10/17/94 DATE
NO. 4998
STATE OF TEXAS

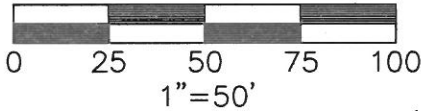


EXHIBIT 'B'

SKETCH TO ACCOMPANY DESCRIPTION OF 0.026 ACRES (1,150 SQ. FT.) FOR PROPOSED RECIPROCAL ACCESS EASEMENT



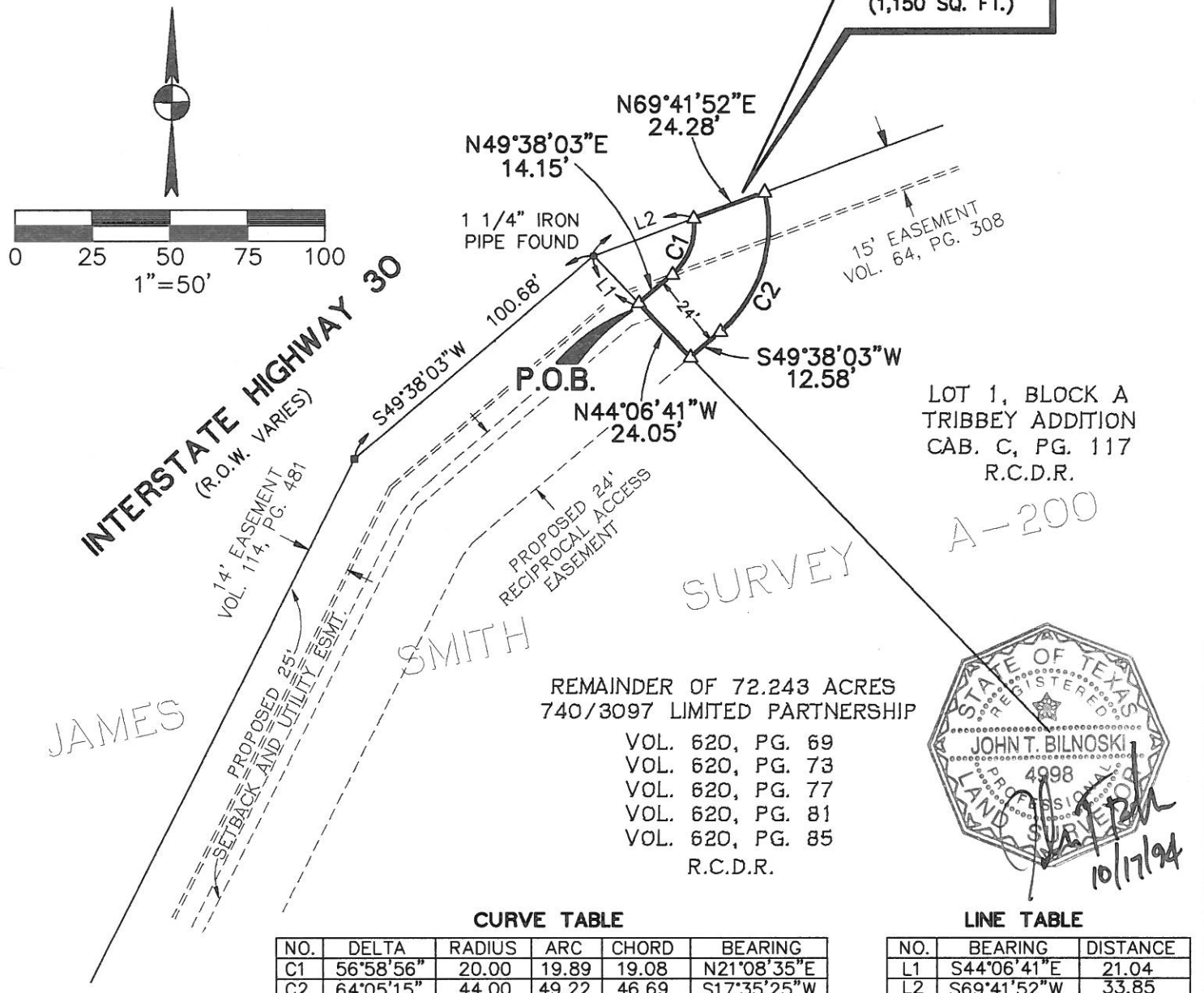
VICINITY MAP (N.T.S.)



LEGEND

- CONCRETE MONUMENT FOUND
- 1/2" IRON ROD FOUND
- △ CALCULATED POINT
- POB = POINT OF BEGINNING

PROPOSED 24' RECIPROCAL ACCESS EASEMENT
0.026 ACRES (1,150 SQ. FT.)



LOT 1, BLOCK A
TRIBBEY ADDITION
CAB. C, PG. 117
R.C.D.R.

REMAINDER OF 72.243 ACRES
740/3097 LIMITED PARTNERSHIP
VOL. 620, PG. 69
VOL. 620, PG. 73
VOL. 620, PG. 77
VOL. 620, PG. 81
VOL. 620, PG. 85
R.C.D.R.



CURVE TABLE

NO.	DELTA	RADIUS	ARC	CHORD	BEARING
C1	56°58'56"	20.00	19.89	19.08	N21°08'35"E
C2	64°05'15"	44.00	49.22	46.69	S17°35'25"W

LINE TABLE

NO.	BEARING	DISTANCE
L1	S44°06'41"E	21.04
L2	S69°41'52"W	33.85

Bury+Pittman, Inc.
Consulting Engineers and Surveyors
Austin, Texas Tel 512/328-0011 Fax 512/328-0325
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SKETCH TO ACCOMPANY DESCRIPTION OF 0.026 ACRES (1,150 SQ. FT.) FOR PROPOSED RECIPROCAL ACCESS EASEMENT OUT OF JAMES SMITH SURVEY NO. A-200, ROCKWALL COUNTY, TEXAS

BRINKER INTERNATIONAL

0.097 ACRES
CHILI'S (BRINKER)

FN NO. D94-002(SAS)
OCTOBER 17, 1994
BPI JOB NO. 3002-03.00

**EXHIBIT A
RECIPROCAL ACCESS EASEMENT**

BEING A 0.097 ACRE RECIPROCAL ACCESS EASEMENT OVER AND ACROSS THE REMAINDER OF A 72.243 ACRE TRACT SITUATED IN THE JAMES SMITH SURVEY, ABSTRACT 200, ROCKWALL COUNTY, TEXAS SAID REMAINDER OF A 72.243 ACRE TRACT BEING THE SAME LAND CONVEYED TO 740/3097 LIMITED PARTNERSHIP BY DEEDS OF RECORD IN VOLUME 620, PAGE 69, VOLUME 620, PAGE 73, VOLUME 620, PAGE 77, VOLUME 620, PAGE 81 AND VOLUME 620, PAGE 85 OF THE DEED RECORDS OF ROCKWALL COUNTY, TEXAS; SAID 0.097 ACRE RECIPROCAL ACCESS EASEMENT TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod set in the Northwest line of the remainder of said 72.243 acre tract and the South right-of-way line of Interstate Highway No. 30, being S62°53'01"W, a distance of 156.75 feet from a concrete highway monument found for an angle point in the Northwest line of the remainder of said 72.243 acre tract;

THENCE, S62°13'44"E, a distance of 275.21 feet to a 1/2 inch iron rod set for corner;

THENCE, N45°53'19"E, a distance of 15.78 feet to a point for corner;

THENCE, S27°46'16"W, a distance of 30.00 feet to a point for corner;

THENCE, N62°13'44"W, a distance of 279.88 feet to a point in the Northwest line of the remainder of said 72.243 acre tract and the South right-of-way line of said Interstate Highway No. 30;

THENCE, N26°53'01"E, with the Northwest line of the remainder of said 72.243 acre tract and the South right-of-way line of Interstate Highway No. 30, a distance of 15.00 feet to the **POINT OF BEGINNING**, containing an area of 0.097 acre (4,237 sq.ft.) of land, more or less.

I, JOHN T. BILNOSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

BURY & PITTMAN, INC.
ENGINEERS-SURVEYORS
3345 BEE CAVE ROAD
SUITE 200
AUSTIN, TEXAS 78746

John T. Bilnoski
JOHN T. BILNOSKI, R.P.D.S. DATE 10/17/94
NO. 4998
STATE OF TEXAS

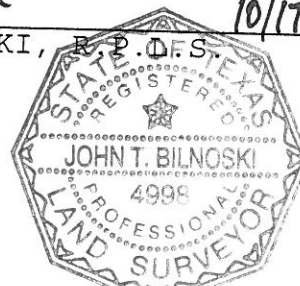
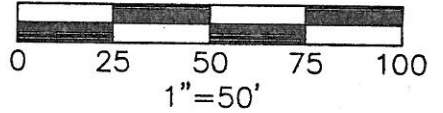
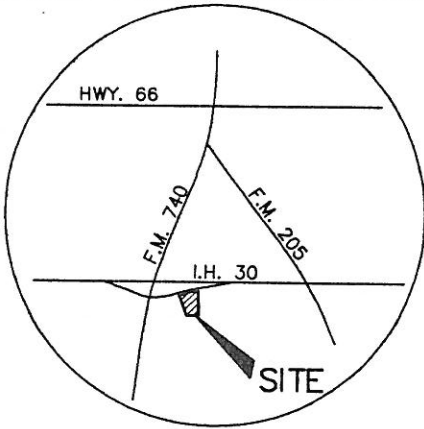


EXHIBIT 'B'

SKETCH TO ACCOMPANY DESCRIPTION OF 0.097 ACRES (4,237 SQ. FT.) FOR PROPOSED RECIPROCAL ACCESS EASEMENT



JAMES SMITH
INTERSTATE HIGHWAY 30
(R.O.W. VARIES)

1-1/4" IRON PIPE FOUND

PROPOSED 15' RECIPROCAL ACCESS EASEMENT

LOT 1, BLOCK A
TRIBBEY ADDITION
CAB. C, PG. 117
R.C.D.R.

REMAINDER OF 72.243 ACRES
740/3097 LIMITED PARTNERSHIP

- VOL. 620, PG. 69
- VOL. 620, PG. 73
- VOL. 620, PG. 77
- VOL. 620, PG. 81
- VOL. 620, PG. 85
- R.C.D.R.

P.O.B.

N26°53'01"E
15.00'

14' EASEMENT
VOL. 114, PG. 481

15' EASEMENT
VOL. 64, PG. 308

PROPOSED 25' BUILDING SETBACK AND UTILITY EASEMENT

PROPOSED 15' UTILITY ESMT.

PROPOSED PROPERTY LINE

PROPOSED 15' RECIPROCAL ACCESS EASEMENT
0.097 ACRES
(4,237 SQ. FT.)

15' PROPOSED RECIPROCAL ACCESS EASEMENT

PROPOSED PROPERTY LINE

S62°13'44"E

N62°13'44"W

279.88'

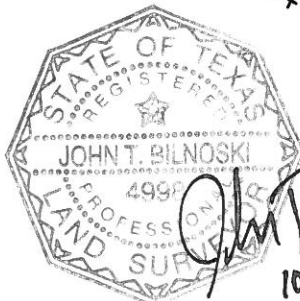
275.21'

N45°53'19"E
15.78'

S27°46'16"W
30.00'

LEGEND

- CONCRETE MONUMENT FOUND
- 1/2" IRON ROD SET
- △ CALCULATED POINT
- POB = POINT OF BEGINNING



John T. Bilnoski
10/17/94

b Bury+Pittman, Inc.
Consulting Engineers and Surveyors
Austin, Texas Tel 512/328-0011 Fax 512/328-0325
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SKETCH TO ACCOMPANY DESCRIPTION OF 0.097 ACRES (4,237 SQ. FT.) FOR PROPOSED RECIPROCAL ACCESS EASEMENT OUT OF JAMES SMITH SURVEY NO. A-200, ROCKWALL COUNTY, TEXAS

BRINKER INTERNATIONAL

EASEMENT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

This Easement Agreement ("Agreement") is made as of the ___ day of _____, 1994, by and between 740/3097 Limited Partnership, a Texas limited partnership ("Grantor"), and Modernage, Inc., a Delaware corporation ("Grantee").

WHEREAS, Grantor is the owner in fee simple of certain real property located in the City of Rockwall, County of Rockwall, State of Texas which is more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Development");

WHEREAS, Grantor has conveyed to Grantee certain real property located adjacent to the Development, which property is more particularly described on Exhibit B attached hereto and made a part hereof for all purposes (the "Benefitted Property");

WHEREAS, in consideration of the purchase of the Benefitted Property by Grantee, Grantor wishes to convey and Grantee wishes to receive a non-exclusive easement for drainage, visibility and pedestrian and vehicular access on, across, and over the Development, and desires that Grantor create certain restrictions on the Development; and

WHEREAS, in consideration of the sale of the Benefitted Property by Grantor, Grantee wishes to convey and Grantor wishes to receive a non-exclusive easement for visibility and pedestrian and vehicular access on, across, and over the Benefitted Property.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. Grant of Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns, an easement and right-of-way on, across and over the Development (the "Development Easement"). Grantee hereby grants and conveys to Grantor, its successors and assigns, an easement and right-of-way on, across and over the Benefitted Property (the "Benefitted Property Easement").

2. Purpose of Easements. (a) The Development Easement shall be for the purposes of granting to Grantee, Grantee's employees, representatives, customers, and invitees a permanent, non-exclusive easement and right of use of all access roads, ring roads, and driveways within the Development for the purpose of pedestrian and vehicular ingress and egress. Grantor agrees not to erect, construct, or install any subsequent signage, buildings, or other improvements in the Development, or make any changes to the Development which would materially obstruct the access, proximity, and visibility of the Benefitted Property across the Development and from

nearly public thoroughfares and intersections. Furthermore, the Development Easement shall be for the purpose of granting to Grantee, a permanent, non-exclusive easement for purposes of draining storm water from the Benefitted Property across the Development.

(b) The Benefitted Property Easement shall be for the purposes of granting to Grantor, Grantor's employees, representatives, customers, and invitees a permanent, non-exclusive easement and right of use of all access roads, ring roads, and driveways within the Benefitted Property for the purpose of pedestrian and vehicular ingress and egress. Grantee agrees not to erect, construct, or install any subsequent signage, buildings, or other improvements on the Benefitted Property (although it is understood that a building will be erected on the Benefitted Property by Grantee), or make any changes to the Benefitted Property which would materially obstruct the access, proximity, and visibility of the Development across the Benefitted Property and from nearby public thoroughfares and intersections.

3. Indemnity. (a) Grantee agrees that it shall defend, indemnify and save Grantor harmless from and against any liability to third parties for loss of life, personal injury, property damage or otherwise which arises in connection with Grantee's usage of the Development Easement, and all costs and expenses, including attorneys' fees, which Grantor may incur in connection with any such liabilities; provided, however, that the foregoing shall not apply to any liabilities which are proximately caused by the negligence or willful misconduct of Grantor or its agents. The foregoing indemnity and obligation of Grantee shall be binding upon Grantee and its successors and assigns.

(b) Grantor agrees that it shall defend, indemnify and save Grantee harmless from and against any liability to third parties for loss of life, personal injury, property damage or otherwise which arises in connection with Grantor's usage of the Benefitted Property Easement, and all costs and expenses, including attorneys' fees, which Grantee may incur in connection with any such liabilities; provided, however, that the foregoing shall not apply to any liabilities which are proximately caused by the negligence or willful misconduct of Grantee or its agents. The foregoing indemnity and obligation of Grantor shall be binding upon Grantor and its successors and assigns.

4. Nature of Easement. (a) The burdens of the Development Easement shall run with the Development and shall be binding upon Grantor and every successor owner of the Development. The Development Easement shall inure to the benefit of the Benefitted Property and Grantee.

(b) The burdens of the Benefitted Property Easement shall run with the Benefitted Property and shall be binding upon Grantee and every successor owner of the Benefitted Property. The Benefitted Property Easement shall inure to the benefit of the Development and Grantor.

5. Restriction. Grantor agrees not to lease space in the Development or convey any outparcel, pad or free-standing site located in the Development, without Grantee's written approval, to Applebee's, TGI Friday's, Ruby Tuesday, Tia's Tex-Mex, Don Pablo's, or Islands.

Furthermore, the portion of the Development crosshatched on Exhibit A is additionally restricted so that it may not be used for any full-service restaurant deriving thirty percent (30%) or more of its gross revenue from the sale of Mexican or Tex-Mex food. In addition, in no event shall the number of parking spaces in the Development be fewer than the greater of (x) the number of parking spaces required to satisfy all applicable governmental or quasi-governmental laws, regulations, rules, and codes, or (y) five (5) parking spaces per one thousand (1,000) square feet of leasable building area in the Development for general retail space and ten (10) parking spaces per one thousand (1,000) square feet of leasable building area in the Development for restaurant space.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

7. Governing Law. This Agreement and all the provisions hereof shall be governed by and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date first set forth above.

GRANTOR:

740/3097 LIMITED PARTNERSHIP
a Texas limited partnership

By: _____
O.L. Steger III, General Partner

GRANTEE:

MODERNAGE, INC., a Delaware corporation

By: _____
Debra L. Smithart,
President and Chief Financial Officer

GRANTOR'S ADDRESS:

GRANTEE'S ADDRESS:

6820 LBJ Freeway
Dallas, Texas 75240
Attn: General Counsel

PREPARED BY:

Jay L. Tobin, Esq.
Brinker International, Inc.
6820 LBJ Freeway
Dallas, Texas 75240

AFTER RECORDING, RETURN TO:

Janet E.L. Busch
Brinker International, Inc.
6820 LBJ Freeway
Dallas, Texas 75240

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

The foregoing Easement Agreement was acknowledged before me this _____ day of _____, 1994, by O.L. Steger III, General Partner of 740/3097 Limited Partnership, a Texas limited partnership.

Notary Public, State of Texas

My Commission Expires:

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing Easement Agreement was acknowledged before me this _____ day of _____, 1994, Debra L. Smithart, President and Chief Financial Officer of Modernage, Inc., a Delaware corporation.

Notary Public, State of Texas

MINUTES OF THE ROCKWALL CITY COUNCIL

NOVEMBER 21, 1994

5 **Call to Order**

Mayor Alma Williams called the meeting to order at 7:00 p.m. with the following Council Members present: George Hatfield, Dale Morgan, Pat Luby, Todd White, Bob Wilson, and Nell Welborn. Invocation and Pledge of Allegiance was lead by Pat Luby.

10

Consent Agenda

a) **Approval of Minutes of October 24, 1994 and November 7, 1994**

15

White made a motion for approval of the consent agenda. Pat Luby seconded. The motion passed unanimously.

20 **Appointments/Plats/Plan/Public Hearing**

Appointment with Jerry Brookins and Take Any Necessary Action

25

Couch reviewed Mr. Brookins' request that the City connect his home to the Sanitary Sewer System. She outlined Staff recommendations to refund Mr. Brookins \$600 toward the connection. Mr. Brookins came forward to address the Council. Mr. Brookins commented that in the later 1980's sewer services were extended to residents of the Heritage Heights addition. Mr. Brookins stated that his property, 505 Boggs Circle, was never connected to the system. Mr. Brookins stated that recent rains had caused sewer problems on his property that lead to the discovery of the septic tank system. Mr. Brookins stated that since 1989, the City had been charging owners of his property for sewer services. He indicated that he felt it was the City's responsibility to tie his house onto the sewer system and restore his yard.

30

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Welborn requested information regarding the size of the lot and improvements made to the lot. Mr. Brookins stated that the entire yard had been improved. Mr. Morgan requested information of staff regarding the connect of the other lots tied into the existing taps and the procedure followed. Welborn requested information regarding the estimates Mr. Brookins had received. Mr. Luby asked Mr. Brookins if the property had been purchased through a realtor and if the property had been inspected prior to purchase. Mr. Brookins stated that an inspection had been completed prior to purchase and that the inspector did not note that the property was on a septic tank system.

40

After considerable Council discussion, Welborn moved that the City take the matter under advisement and to let the City Manager negotiate with Mr. Brookins. Couch stated that her

45 recommendation was to participate to the extent of the \$600. Hatfield requested information of
the City Attorney, Pete Eckert, as to the City's liability. Mr. Eckert stated that he believed that
the City Manager's recommendation of \$600 would make Mr. Brookins whole. After further
discussion the original motion died for lack of a second. Mr. Hatfield made a motion that the
50 the City refund the \$600 and pay for the sewer tap to Mr. Brookins property as recommended by
the City Manager. Luby seconded the motion. The motion passed unanimously.

Appointment with Planning and Zoning Commission Chairman

55 Pat Friend, chairman of the Planning and Zoning Commission came forward and stated that he
was available for questions as needed.

PZ 94-30-RP Hold Public Hearing and Consider Approval of a Request for a Replat for Lot 60 3 of Block A of Chandlers Landing Phase 14 and Take Any Necessary Action

Couch stated that the request was for a replat to combine two lots into one lot, and it had been
recommended for approval. Williams opened the public hearing. Gregory Vines came forward
and commented on the request. The Mayor then closed the public hearing. Morgan moved for
65 approval of the request for a replat of Lot 3 of Block A of Chandlers Landing Phase 14. Motion
was seconded by Todd White. Motion passed unanimously.

PZ 94-29-RP Hold Public Hearing and Consider Approval of a Request from Kenneth 70 Miley for a Replat of Lots 37 and 38 of Chandlers Landing Phase 20 and Take Any Necessary Action

Couch stated that the request was for a replat and approval had been recommended. Williams
opened the public hearing. Kenneth and Carley Miley came forward to express their support
75 for the replat. The Mayor then closed the public hearing. White made a motion for approval
of the request for a replat of Lots 37 and 38 of Chandlers Landing Phase 20. The motion was
seconded by Welborn. The motion passed unanimously.

PZ-94-31-SP Discuss and Consider a Request from Danny Murphy for a Site Plan for an 80 addition to Park Ave. Cleaners located at 2910 Ridge Road and Take Any Necessary Action

Couch commented on the project and indicated that the Commission had recommended it for
approval. Welborn requested information regarding the ADA requirements and information
85 regarding the use of screening materials. Wilson requested clarification on one of the drawings.
Danny Murphy, applicant, came forward. Mr. Murphy addressed the issues raised; he stated
that the screening would be natural. He also indicated that the property line was actually the
same line but was draw differently on the drawings. Mr. Murphy stated that he wanted to
expanded to his store space to 4500 square feet. Morgan requested information regarding the
90 water drainage. Mr. Douphrate, City Engineer, stated that the engineering staff would review

this prior to the permitting process. Welborn moved approval of the request for a site plan for the addition to Park Ave. Cleaners located at 2910 Ridge Road with the conditions that a drainage plan be completed and that a separate instrument for cross access easement be included. Wilson seconded the motion, and it passed unanimously.

95

PZ-94-28-PP Discuss and Consider a Request from Max Scheid for a Preliminary Plat for Lofland Lake Estates Phase II located north of FM-1139 and east of FM-549 and Take Any Necessary Action

100

Couch stated that the request was for a continuation of a development approved previously and she recommended the approval of Phase II of Lofland Lake Estates. She stated that it was within the City's ETJ but not within the City Limits. Max Scheid, applicant, came forward. Welborn moved approval of the request for a preliminary plat for Lofland Lake Estates Phase II. Motion was seconded by Dale Morgan, and it passed unanimously.

105

PZ 94-24-FP Discuss and Consider Approval of a Request from Brinker International for a Final Plat and Take Any Necessary Actions

110

Couch commented on the project and recommended approval of the final plat. Couch stated that discussion had occurred at the Planning and Zoning Commission regarding the access from FM-740. Couch indicated that the drawings included in the packet provided details of the access on a temporary basis and on a permanent basis. Jeff Smith, a representative of Brinker International, came forward. Welborn made a motion to approve the request from Brinker International for a final plat provided that a cross access easement is filed as a separate document. Luby seconded the motion. Following Council discussion, the motion passed unanimously.

115

120 City Manager's Report

Couch commented on the Economic Development Plan. She indicated that the focus groups had all been completed. She stated that Bill Shelton of The Cornerstone Group had completed the general review of the results and had submitted the preliminary information to the Economic Development Planning Commission. Couch stated the Economic Development Commission had met once and would meet again on November 22 and possible on November 29 to review and finalize the report for Phase II. Couch indicated that the plan would be brought before the City Council for their consideration at a future meeting.

125

Couch also reported that Stacey Robbins is the new City Secretary and that an administrative secretary would be hired. Couch reported on the status of the Meadows project and indicated that the project had closed. Couch stated that the water tower would be completed in the near future. Couch commented that the citizen survey's results would be delivered next week. Couch reported that the Lake Ray Hubbard Coalition had met several times and that another meeting was scheduled for tomorrow.

130
35

Welborn requested that recognition be provided to the designer of the logo for the water tower. Luby requested information regarding the City's position on piers and boat houses along the lake's take line and what would be allowed and would not be allowed. Couch indicated that the City had not expressed a position to the committee. Luby indicated that the City should have a clean looking shoreline. During Council discussion, Morgan commented that a permanent advisory board would be formed to deal with issues and concerns that effect the lake. Luby also requested information regarding the control of the lake's take-line. Couch indicated that within the City limits, the City had some oversight.

140

145

Action/Discussion Items

Discuss and Consider Adoption on First Reading of an Ordinance of the City Council of the City of Rockwall, Texas Authorizing the Issuance and Sale of City of Rockwall, Texas Public Property Finance Contractual Obligations, Series 1994; prescribing the Form of Said Contractual Obligations; Approving the Official Statement; and Enacting Other Provisions relating to the Subject and Take Any Necessary Action

150

155

Couch commented on the ordinance. Following Council discussion, Hatfield moved for the approval of an ordinance for the issuance and sale of City of Rockwall Public Finance Contractual Obligations. The motion was seconded by Pat Luby. Couch read the caption.

ORDINANCE NO. 94-39

160

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS AUTHORIZING THE ISSUANCE AND SALE OF CITY OF ROCKWALL, TEXAS, PUBLIC PROPERTY FINANCE CONTRACTUAL OBLIGATIONS, SERIES 1994, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$150,000; PRESCRIBING THE FORM OF SAID CONTRACTUAL OBLIGATIONS; LEVYING AN ANNUAL AD VALOREM TAX TO PAY SAID CONTRACTUAL OBLIGATIONS; APPROVING THE OFFICIAL STATEMENT; ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

165

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The motion passed unanimously.

Discuss and Consider an Ordinance Revising the City's Drug and Substance Abuse Policy and Take Any Necessary Action (1st reading)

175

Couch reported that the drug and substance abuse policy had been revised to meet federal requirements, and she recommended it for approval. White requested clarification of the intent of the policy regarding alcohol beverages in vehicles on city property. Couch commented that the intent of the policy is to keep alcohol beverages away from the workplace. After Council discussion, Hatfield moved to approve the ordinance revising the City's drug and substance abuse policy. The ordinance was seconded by Dale Morgan. Couch read the caption.

180

ORDINANCE NO. 94-40

AN ORDINANCE OF THE CITY OF ROCKWALL, TEXAS, AMENDING
ORDINANCE NO. 91-30 AND ADOPTING REVISIONS TO THE DRUG AND
SUBSTANCE ABUSE POLICY AS PART OF THE OFFICIAL PERSONNEL
POLICIES OF THE CITY AND OTHER MATTERS RELATED THERETO;
PROVIDING FOR AN EFFECTIVE DATE

The motion passed with the following votes cast:

Ayes: Hatfield, Luby, Morgan, Welborn, Williams, and Wilson
Nays: White.

Hear Report from Council Members Regarding Texas Municipal League Conference in Austin, Texas

Council Members provided an update on the various sessions they had attended during the recent Texas Municipal League Convention. Wilson reported that the City of Sealy made an excellent report on economic development and the process they followed. Mr. Wilson commented that the City of Sealy had an extensive source of information on economic development. Wilson commented that beautification of the City of Sealy had been an important step in improving the impression of the City. Welborn commented that she had attended sessions on economic development, annexation, and budget preparation. Welborn also shared information regarding proposed legislation and the recommendation of the Texas Municipal League. Hatfield commented on a session conducted by Texas Municipal League executive director regarding unfunded mandates. Morgan reported he had attended sessions on the land regulation cases, and ADA, and the virtual right-of-way program being implemented by Carrollton to use optical fibers and the information highway. He requested that a letter be sent to City of Carrollton requesting further information. Williams reported that she had obtained information on sales taxes to be used to promote tourism.

Hold Executive Session Under Section 551.071 and 551.074 of the Texas Government Code

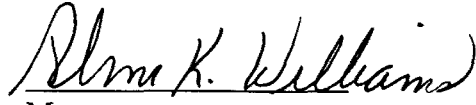
The Council convened into executive session to discuss personnel regarding appointments to the park board and potential litigation regarding employee termination.

The Council reconvened into regular session at 9:15 p.m. Mayor Williams announced that no action would be taken on as a result of executive session.

Adjournment

The meeting adjourned at 9:20 p.m.

APPROVED:



Mayor

235

ATTEST:



City Secretary

240