



PLANNING AND ZONING CASE CHECKLIST

City of Rockwall
Planning and Zoning Department
385 S. Goliad Street
Rockwall, Texas 75087

P&Z CASE # 12018-004 P&Z DATE _____ CC DATE _____

APPROVED/DENIED ARB DATE _____ HPAB DATE _____ PARK BOARD DATE _____

ZONING APPLICATION
<input type="checkbox"/> SPECIFIC USE PERMIT
<input type="checkbox"/> ZONING CHANGE
<input type="checkbox"/> PD CONCEPT PLAN
<input type="checkbox"/> PD DEVELOPMENT PLAN

SITE PLAN APPLICATION
<input type="checkbox"/> SITE PLAN
<input type="checkbox"/> LANDSCAPE PLAN
<input type="checkbox"/> TREESCAPE PLAN
<input type="checkbox"/> PHOTOMETRIC PLAN
<input type="checkbox"/> BUILDING ELEVATIONS
<input type="checkbox"/> MATERIAL SAMPLES
<input type="checkbox"/> COLOR RENDERING

PLATTING APPLICATION
<input type="checkbox"/> MASTER PLAT
<input type="checkbox"/> PRELIMINARY PLAT
<input type="checkbox"/> FINAL PLAT
<input type="checkbox"/> REPLAT
<input type="checkbox"/> ADMINISTRATIVE/MINOR PLAT
<input type="checkbox"/> VACATION PLAT
<input type="checkbox"/> LANDSCAPE PLAN
<input type="checkbox"/> TREESCAPE PLAN

<input type="checkbox"/> COPY OF ORDINANCE (ORD.# _____)
<input type="checkbox"/> APPLICATIONS
<input type="checkbox"/> RECEIPT
<input type="checkbox"/> LOCATION MAP
<input type="checkbox"/> HOA MAP
<input type="checkbox"/> PON MAP
<input type="checkbox"/> FLU MAP
<input type="checkbox"/> NEWSPAPER PUBLIC NOTICE
<input type="checkbox"/> 500-FT. BUFFER PUBLIC NOTICE
<input type="checkbox"/> PROJECT REVIEW
<input type="checkbox"/> STAFF REPORT
<input type="checkbox"/> CORRESPONDENCE
<input type="checkbox"/> COPY-ALL PLANS REQUIRED
<input type="checkbox"/> COPY-MARK-UPS
<input type="checkbox"/> CITY COUNCIL MINUTES-LASERFICHE
<input type="checkbox"/> MINUTES-LASERFICHE
<input checked="" type="checkbox"/> PLAT FILED DATE <u>10.11.2018</u>
<input type="checkbox"/> CABINET # <u>J</u>
<input type="checkbox"/> SLIDE # <u>399-400</u>
NOTES: _____
<u>Parking Agreement Filed 10.11.18</u>

ZONING MAP UPDATED _____



DEVELOPMENT APPLICATION

City of Rockwall
Planning and Zoning Department
385 S. Goliad Street
Rockwall, Texas 75087

STAFF USE ONLY

PLANNING & ZONING CASE NO. PA20004

NOTE: THE APPLICATION IS NOT CONSIDERED ACCEPTED BY THE CITY UNTIL THE PLANNING DIRECTOR AND CITY ENGINEER HAVE SIGNED BELOW.

DIRECTOR OF PLANNING: [Signature]

CITY ENGINEER: [Signature]

Please check the appropriate box below to indicate the type of development request (Resolution No. 05-22) [SELECT ONLY ONE BOX]:

Platting Application Fees:

Master Plat (\$100.00 + \$15.00 Acre)¹

Preliminary Plat (\$200.00 + \$15.00 Acre)¹

Final Plat (\$300.00 + \$20.00 Acre)¹

Replat (\$300.00 + \$20.00 Acre)¹

Amending or Minor Plat (\$150.00)

Plat Reinstatement Request (\$100.00)

Site Plan Application Fees:

Site Plan (\$250.00 + \$20.00 Acre)¹

Amended Site Plan/Elevations/Landscaping Plan (\$100.00)

Zoning Application Fees:

Zoning Change (\$200.00 + \$15.00 Acre)¹

Specific Use Permit (\$200.00 + \$15.00 Acre)¹

PD Development Plans (\$200.00 + \$15.00 Acre)¹

Other Application Fees:

Tree Removal (\$75.00)

Notes:

¹: In determining the fee, please use the exact acreage when multiplying by the per acre amount. For requests on less than one acre, only the "base fee" is required.

PROPERTY INFORMATION [PLEASE PRINT]

Address _____

Subdivision Alliance Addition PH. II Lot 213 Block 2

General Location Wallace Rd & Alliance Drive 14815

ZONING, SITE PLAN AND PLATTING INFORMATION [PLEASE PRINT]

Current Zoning PD 57 Current Use VACANT Lots

Proposed Zoning PD 57 Proposed Use Office Building

Acreage 0.99 Lots [Current] 2 Lots [Proposed] 2

Waive Required for Plats: By checking the box at the left you agree to waive the statutory time limit for plat approval in accordance with Section 212.009 of the Local Government Code.

OWNER/APPLICANT/AGENT INFORMATION [PLEASE PRINT/CHECK THE PRIMARY CONTACT/ORIGINAL SIGNATURES ARE REQUIRED]

<input type="checkbox"/> Owner	<u>Rockwall Rental Properties</u>	<input type="checkbox"/> Applicant	<u>Mike Whittle</u>
Contact Person	<u>Mike Whittle</u>	Contact Person	<u>Mike Whittle</u>
Address	<u>P.O. Box 369</u>	Address	<u>7205 Shipp Rd</u>
City, State & Zip	<u>Rockwall TX 75087</u>	City, State & Zip	<u>Rowlett TX 75088</u>
Phone	<u>972-771-5253</u>	Phone	<u>972-816-5404</u>
E-Mail	<u>whittle@airmail.net</u>	E-Mail	<u>whittlemcl@yahoo.com</u>

NOTARY VERIFICATION [REQUIRED]

Before me, the undersigned authority, on this day personally appeared Michael Whittle [Owner/Applicant Name] the undersigned, who stated the information on this application to be true and certified the following:

"I hereby certify that I am the owner, or duly authorized agent of the owner, for the purpose of this application; all information submitted herein is true and correct; and the application fee of \$ 300.00, to cover the cost of this application, has been paid to the City of Rockwall on this the 19 day of Feb., 2018. By signing this application I agree that the City of Rockwall (i.e. "City") is authorized and permitted to provide information contained within this application to the public. The City is also authorized and permitted to reproduce any copyrighted information submitted in conjunction with this application, if such reproduction is associated or in response to a request for public information."

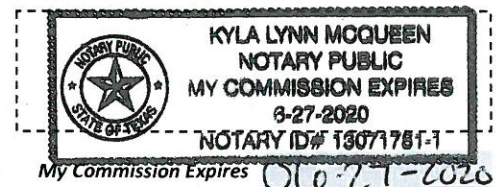
Given under my hand and seal of office on this the 19 day of February, 2018.

Owner's/Applicant's Signature

[Signature]

Notary Public in and for the State of Texas

[Signature]





**DEVELOPMENT REVIEW COMMITTEE (DRC)
CITY OF ROCKWALL, PLANNING & ZONING DEPARTMENT**

Phone: (972) 771-7745

Email: Planning@Rockwall.com

External Review: Wayne Carter, Charter Communications
Jim Friske, Charter Communications
Dinah Wood, Atmos
Randy Voight, Oncor
Phillip Dickerson, Oncor
Brian Duncan, AT&T
Javier Fernandez, RISD
Brenda Callaway, TXDOT
Stephen Geiger, Farmer's Electric
Frank Spataro, Farmer's Electric

Internal Review: Amy Williams, Engineering
John Shannon, Building Inspections
Ariana Hargrove, Fire
Andy Hesser, Parks
Andy Villarreal, Police

From: Planning & Zoning Department

Date: 2/19/2018

To assist the Planning Department in evaluating the attached request, we are sending it to you for your review and comments. Please return any comments and/or plan mark-ups to us within five (5) days. Internal staff will also be required to have all comments input into CRW no later than Friday, 02/23/2018. Planning staff will assemble all comments received in time for our regularly scheduled DRC meeting on 2/27/2018 at 2:00 p.m. The Planning and Zoning Commission work session will be held on 2/27/2018 at 6:00 p.m. You are welcome to attend both meetings. If you have any questions, please contact us at (972) 771-7745.

Project Number: P2018-004
Project Name: Lots 14-15, Block 2, Alliance Addition Phase 2
Project Type: PLAT
Applicant Name: MIKE WHITTLE
Owner Name: ROCKWALL, RENTAL PROPERTIES LP
Project Description:



RECEIPT

Project Number: P2018-004
Job Address: ALLIANCE DR
ROCKWALL, TX 75032

Receipt Number: B78021

Printed: 2/27/2019 8:39 am

Fee Description	Account Number	Fee Amount
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PLATTING

01-4280

\$ 300.00

Total Fees Paid:

\$ 300.00

Date Paid: 2/19/2018 12:00:00AM

Paid By: CARUTH LAKE DEVELOPMENT CORP

Pay Method: CHECK 7356

Received By: LM



RECEIPT

Project Number: P2018-004
Job Address: ALLIANCE DR
ROCKWALL, TX 75032

Receipt Number: B78021

Printed: 2/27/2019 8:39 am

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Paid By: CARUTH LAKE DEVELOPMENT CORP

Pay Method: CHECK 7356

Received By: LM



P2018-004 - LOTS 14-15, BLOCK 2, ALLIANCE ADDITION, PH 2
FINAL PLAT - LOCATION MAP = [icon]

0 20 40 80 120 160 Feet

AG

HWALLACE

ALLIANCE

PD-57

HORIZON

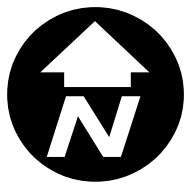
ANDREWS



City of Rockwall

Planning & Zoning Department
385 S. Goliad Street
Rockwall, Texas 75032
(P): (972) 771-7745
(W): www.rockwall.com

The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user.



**CITY OF ROCKWALL
PLANNING AND ZONING COMMISSION MEMO**

AGENDA DATE: 02/27/2018

APPLICANT: Mike Whittle

AGENDA ITEM: **P2018-004**; *Replat for Lots 14 & 15, Block 2, Alliance Addition*

SUMMARY:

Consider a request by Mike Whittle on behalf of Randall Noe of Rockwall Rental Properties, LP for the approval of a replat for Lots 14 & 15, Block 2, Alliance Addition, Phase 2 being a 0.98-acre tract of land identified as Lots 2 & 3, Block 2, Alliance Addition, Phase 2, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 57 (PD-57) for Commercial (C) District land uses, addressed as 6520 & 6530 Alliance Addition, and take any action necessary.

COMMENTS:

- The applicant is requesting approval of a replat for the purpose of constructing two (2) single-story office buildings (*i.e.* 4,920 SF each) and dedicating the necessary easements for development of these sites. The proposed office buildings will be situated on a 0.98-acre tract of land that will be re-platted as lot Lots 14 & 15, Block 2, of the Alliance Addition.
- The subject property is zoned Planned Development District 57 (PD-57), which designates the subject property for Commercial (C) District land uses. Site plans [*i.e.* SP2017-034 & SP2017-036] for each of these lots were approved in November 2017; however, a parking agreement was required for the development of these lots that was to be approved by the City Council with the replat. The applicant has provided a parking agreement with the plat request, meeting the standards for parking for the office use. The approval of the parking agreement has been added as a condition of approval of the replat.
- The surveyor has completed the majority of the technical revisions requested by staff, and this plat, conforming to the requirements for replats as stated in the *Subdivision Ordinance* in the Municipal Code of Ordinances, is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.
- Conditional approval of this plat by the City Council shall constitute approval subject to the conditions listed in the *Recommendations* section below.
- With the exception of the items listed in the *Recommendation* section of this case memo, this plat is in substantial compliance with the requirements of the *Subdivision Ordinance* in the Municipal Code of Ordinances.

RECOMMENDATIONS:

If the Planning & Zoning Commission and City Council choose to approve the replat for *Lots 14 & 15, Block 2, Alliance Addition*, staff would recommend the following conditions of approval:

- 1) All staff comments provided by the Planning, Engineering and Fire Department must be addressed prior to the submittal of a building permit;
- 2) Approval of a parking agreement by the City Council is required prior to the release of building permits. The parking agreement must be filed with Rockwall County prior to issuance of a Certificate of Occupancy (CO).
- 3) Any construction resulting from the approval of this replat shall conform to the requirements set forth by the Unified Development Code, the International Building Code, the Rockwall Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

City of Rockwall Project Plan Review History



Project Number P2018-004	Owner ROCKWALL, RENTAL PROPERTIES LP	Applied 2/16/2018 LM
Project Name Lots 14-15, Block 2, Alliance Addition	Applicant MIKE WHITTLE	Approved
Type Phase 2		Closed
Subtype FINAL		Expired
Status P&Z HEARING		Status 2/23/2018 DG

Site Address ALLIANCE DR	City, State Zip ROCKWALL, TX 75032	Zoning
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Subdivision ALLIANCE ADDITION PH 2	Tract 2	Block 2	Lot No 2	Parcel No 3039-0002-0002-00-OR	General Plan
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Type of Review / Notes	Contact	Sent	Due	Received	Elapsed	Status	Remarks
BUILDING	John Ankrum	2/16/2018	2/23/2018	2/21/2018	5	APPROVED	
ENGINEERING	Sarah Hager	2/16/2018	2/23/2018	2/20/2018	4	APPROVED	
FIRE	Ariana Hargrove	2/16/2018	2/23/2018	2/23/2018	7	APPROVED	
GIS	Lance Singleton	2/16/2018	2/23/2018	2/21/2018	5	APPROVED	See comment
(2/21/2018 10:19 AM LS) Lot 15 - 6520 Alliance Dr, Rockwall, TX 75032 Lot 14 - 6530 Alliance Dr, Rockwall, TX 75032							
PLANNING	David Gonzales	2/16/2018	2/23/2018	2/21/2018	5	COMMENTS	See comments

Type of Review / Notes	Contact	Sent	Due	Received	Elapsed Status	Remarks
<p>Consider a request by Mike Whittle on behalf of Randall Noe of Rockwall Rental Properties, LP for the approval of a replat for Lots 14 & 15, Block 2, Alliance Addition, Phase 2 being a 0.98-acre tract of land identified as Lots 2 & 3, Block 2, Alliance Addition, Phase 2, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 57 (PD-57) for Commercial (C) District land uses, addressed as 6520 & 6530 Alliance Addition, and take any action necessary.</p>						
<p>PLANNING COMMENTS - DAVID GONZALES - 02.21.2017</p>						
<p>The following staff comments are to be addressed and resubmitted no later than Wednesday, March 6, 2018. Please provide two FOLDED large copies [18" X 24"] and one PDF version for a subsequent review by staff:</p>						
<ol style="list-style-type: none"> 1. The final plat shall conform to all requirements stipulated by the PD Ordinance (PD-57) as may be amended. 2. The final plat shall conform to all standards and requirements of the Planning, Engineering and Fire Departments. 3. Provide a label indicating "Case No. P2018-004" on the lower right corner of all pages of the revised replat submittal. 4. Relabel access easement as "24-ft Firelane, Public Access and Utility Easement." 5. A parking agreement is required for the development of these lots that is to be approved by the City Council with the replat. 6. Prior to filing of the parking agreement, provide staff with all documents/attachments with the agreement for filing. <ol style="list-style-type: none"> a) Correct Article I, Sec. 1.01, (a) of the agreement to indicate "Common Area" as Exhibit 'B' and attach exhibit indicating hatched/shaded common areas. b) Per Article I, Sec. 1.02, (a) of the agreement, provide an exhibit and/or hatch & label Exhibit 'B' indicating "Parking Easement" [i.e. parking spaces (to be easily distinguished from the Common Area)]. c) Correct Exhibit 'A', Legal Description of the Property to indicate Phase 2. 						
<p>Staff would recommend that someone be present for the following meeting dates. If you have any questions regarding this case, please feel free to contact David Gonzales, AICP with the Planning Department at 972-771-7745.</p>						
<p>Planning - Regular Meeting: February 27, 2018 (6:00 p.m.) [P&Z to take action (i.e. approve, approve with conditions, etc.)</p>						
<p>City Council - Regular Meeting: March 5, 2018 (6:00 p.m.) [City Council to take action]</p>						



P2018-004 - LOTS 14-15, BLOCK 2, ALLIANCE ADDITION, PH 2
FINAL PLAT - LOCATION MAP = [icon]

0 20 40 80 120 160 Feet

AG

HWALLACE

ALLIANCE

PD-57

HORIZON

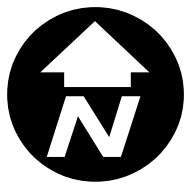
ANDREWS

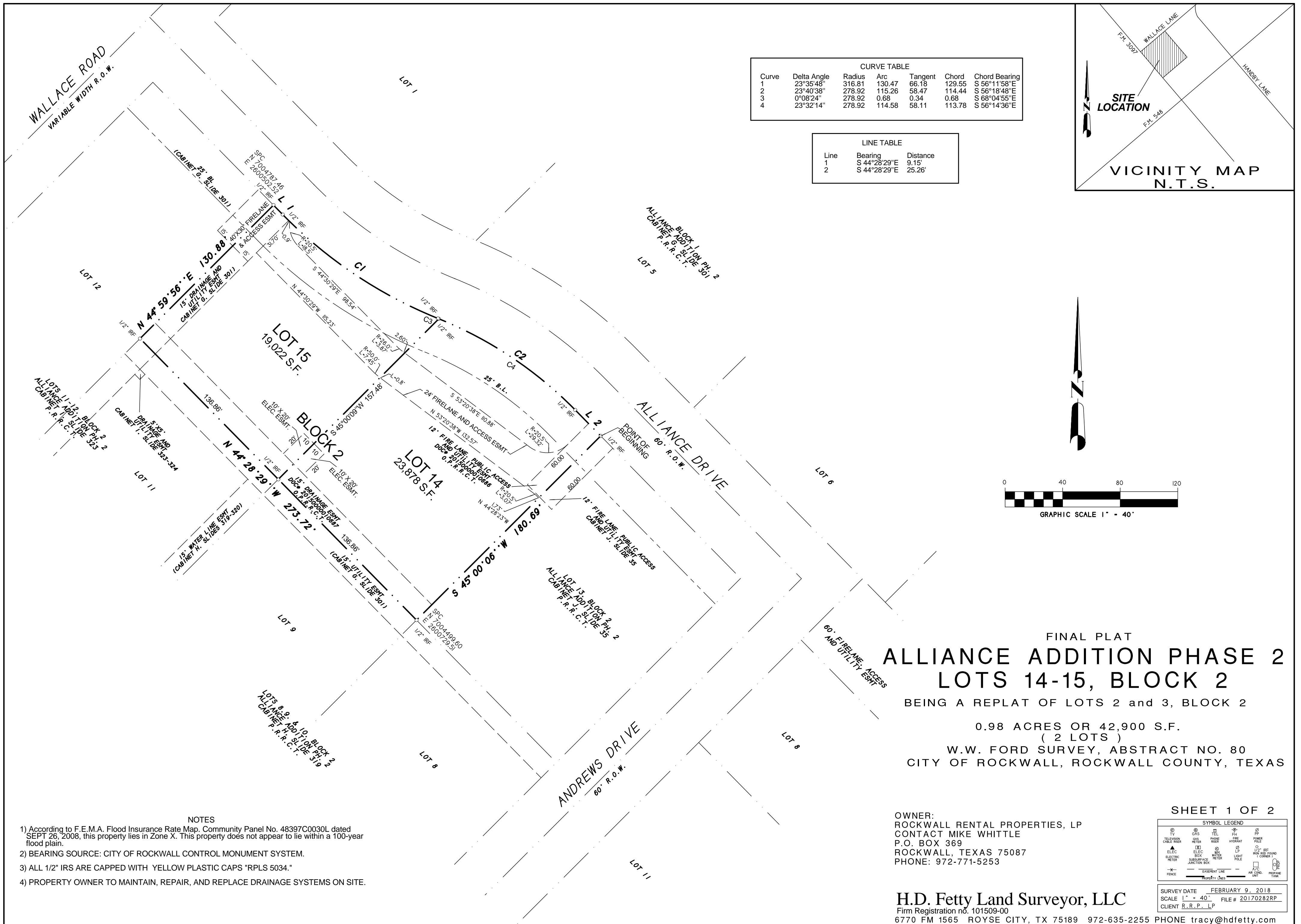


City of Rockwall

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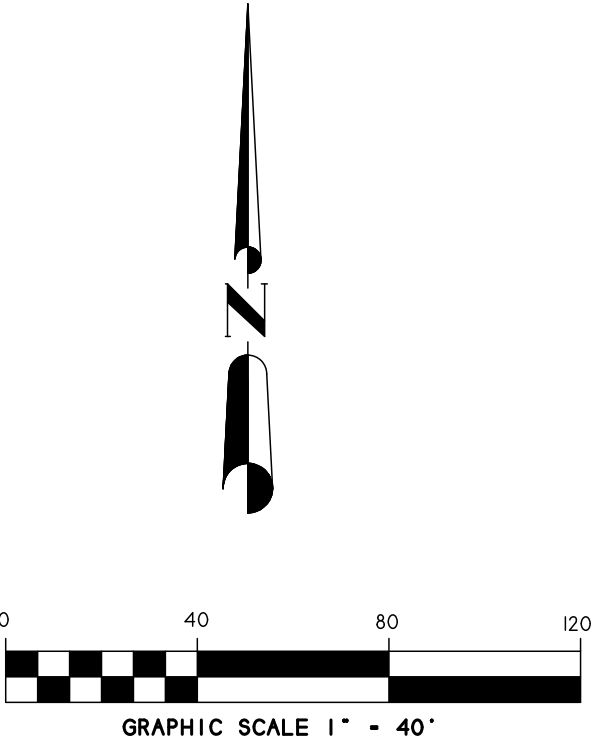
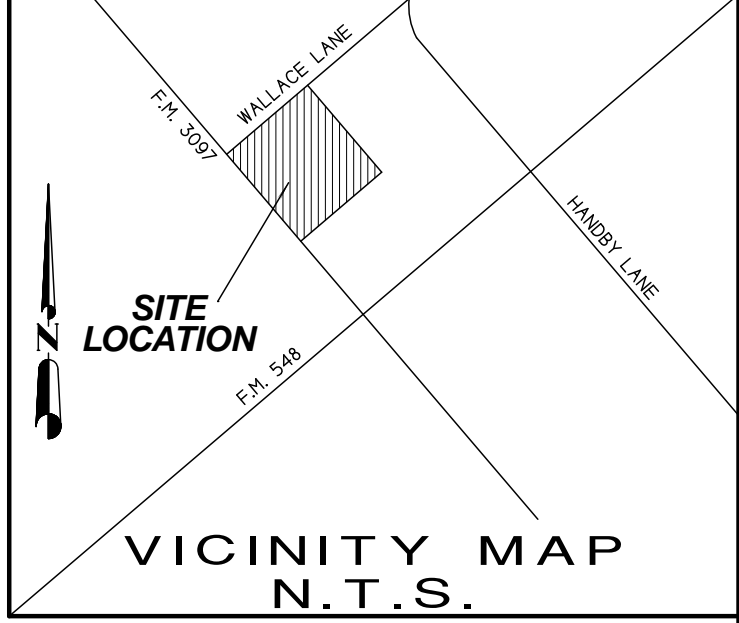
The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user.





CURVE TABLE						
Curve	Delta Angle	Radius	Arc	Tangent	Chord	Chord Bearing
1	23°35'48"	316.81	130.47	66.18	129.55	S 56°11'58"E
2	23°40'38"	278.92	115.26	58.47	114.44	S 56°18'48"E
3	0°08'24"	278.92	0.68	0.34	0.68	S 68°04'55"E
4	23°32'14"	278.92	114.58	58.11	113.78	S 56°14'36"E

LINE TABLE		
Line	Bearing	Distance
1	S 44°28'29"E	9.15'
2	S 44°28'29"E	25.26'



FINAL PLAT
ALLIANCE ADDITION PHASE 2
LOTS 14-15, BLOCK 2
 BEING A REPLAT OF LOTS 2 and 3, BLOCK 2

 0.98 ACRES OR 42,900 S.F.
 (2 LOTS)
 W.W. FORD SURVEY, ABSTRACT NO. 80
 CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

- NOTES**
- 1) According to F.E.M.A. Flood Insurance Rate Map. Community Panel No. 48397C0030L dated SEPT 26, 2008, this property lies in Zone X. This property does not appear to lie within a 100-year flood plain.
 - 2) BEARING SOURCE: CITY OF ROCKWALL CONTROL MONUMENT SYSTEM.
 - 3) ALL 1/2" IRS ARE CAPPED WITH YELLOW PLASTIC CAPS "RPLS 5034."
 - 4) PROPERTY OWNER TO MAINTAIN, REPAIR, AND REPLACE DRAINAGE SYSTEMS ON SITE.

OWNER:
 ROCKWALL RENTAL PROPERTIES, LP
 CONTACT MIKE WHITTLE
 P.O. BOX 369
 ROCKWALL, TEXAS 75087
 PHONE: 972-771-5253

SHEET 1 OF 2

SYMBOL LEGEND	
TV	TELEVISION
TEL	TEL. POLE
EL	ELECTRIC
W	WATER
G	GAS
FL	FIRE HYDRANT
LP	L.P. GAS
1/2"	1/2" IR
AR	AR. COND. UNIT
PROF	PROFANE TOOL

H.D. Fetty Land Surveyor, LLC
 Firm Registration no. 101509-00
 6770 FM 1565 ROYSE CITY, TX 75189 972-635-2255 PHONE tracy@hdfetty.com

SURVEY DATE FEBRUARY 9, 2018
 SCALE 1" = 40' FILE # 20170282RP
 CLIENT R.R.P., LP

OWNER'S CERTIFICATE
(Public Dedication)
STATE OF TEXAS
COUNTY OF ROCKWALL

WHEREAS ROCKWALL RENTAL PROPERTIES, LP, 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 2 and Lot 3, Block 2, ALLIANCE ADDITION, PHASE 2, an Addition to the City of Rockwall, Rockwall County, Texas, according to the Plat thereof recorded in Cabinet G, Slide 301-302, of the Plat Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at 1/2" iron rod found for corner at the East most corner of Lot 3, Block 2 and west most corner of Lot 13, Block 2, ALLIANCE ADDITION PHASE 2, an Addition to the City of Rockwall, Texas, according to the Plat thereof recorded in Cabinet J, Slide 35, of the Plat Records of Rockwall County, Texas, and being in the Southwest right-of-way line of Alliance Drive, a 60 foot right-of-way;

THENCE S. 45 deg. 00 min. 06 sec. W. a distance of 180.69 feet to a 1/2" iron rod found for corner;

THENCE N. 44 deg. 28 min. 29 sec. W. a distance of 273.72 feet to a 1/2" iron rod found for corner at the west most corner of said Lot 2, Block 2;

THENCE N. 44 deg. 59 min. 56 sec. E. along the northwest line of said Lot 2, a distance of 130.88 feet to a 1/2" iron rod found for corner in the southwest right-of-way line of Alliance Drive;

THENCE S. 44 deg. 28 min. 29 sec. E. along said right-of-way line, a distance of 9.15 feet to a 1/2" iron rod found for corner;

THENCE in a southeasterly direction along a curve to the left having a central angle of 23°35'48", a radius of 316.81 feet, a tangent of 66.18 feet, a chord of S 56°11'58" E, 129.55 feet along said right-of-way line, an arc distance of 130.47 feet to a 1/2" iron rod found for corner;

THENCE in a southeasterly direction along a curve to the left having a central angle of 23°40'38", a radius of 278.92 feet, a tangent of 58.47 feet, a chord of S 56°18'48" E, 114.44 feet along said right-of-way line, an arc distance of 115.26 feet to a 1/2" iron rod found for corner;

THENCE S. 44 deg. 28 min. 29 sec. E. along said right-of-wayline, a distance of 25.26 feet to the POINT OF BEGINNING and containing 42,900 square feet or 0.98 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS
COUNTY OF ROCKWALL

I the undersigned owner of the land shown on this plat, and designated herein as ALLIANCE ADDITION, PHASE 2, LOTS 14-15, BLOCK 2, an Addition to the City of Rockwall, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. I further certify that all other parties who have a mortgage or lien interest in the subdivision have been notified and signed this plat.

I understand and do 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.

I also understand the following:

- 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 system 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 the subdivision.
- The developer and subdivision engineer shall bear total responsibility for storm drain 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 the developer and/or owner 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 structures, storm sewers, and alleys, all according to the specifications of the City of Rockwall; or

Until an escrow deposit, sufficient to pay for the cost of such improvements, as determined by the city's engineer and/or city administrator, computed on a private commercial rate basis, has been made with the city secretary, accompanied by an agreement signed by the developer and/or owner, authorizing the city to make such improvements at prevailing private commercial rates, or have the same made by a contractor and pay for the same out of the escrow deposit, should the developer and/or owner fail or refuse to install the required improvements within the time stated in such written agreement, but in no case shall the City be obligated to make such improvements itself. Such deposit may be used by the owner and/or developer as progress payments as the work progresses in making such improvements by making certified requisitions to the city secretary, supported by evidence of work done; or

Until the developer and/or owner files a corporate surety bond with the city secretary in a sum equal to the cost of such improvements for the designated area, guaranteeing the installation thereof within the time stated in the bond, which time shall be fixed by the city council of the City of Rockwall.

I further acknowledge that the dedications and/or exaction's made herein are proportional to the impact of the subdivision upon the public services required in order that the development will comport with the present and future growth needs of the City; I, my successors and assigns hereby waive any claim, damage, or cause of action that I may have as a result of the dedication of exaction's made herein.

RANDALL NOE
for ROCKWALL RENTAL PROPERTIES, LP

STATE OF TEXAS
COUNTY OF ROCKWALL

Before me, the undersigned authority, on this day personally appeared RANDALL NOE known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given upon my hand and seal of office this _____ day of _____, _____.

Notary Public in and for the State of Texas

My Commission Expires: _____

NOTE: It shall be the policy of the City of Rockwall to withhold issuing building permits until all streets, water, sewer and storm drainage systems have been accepted by the City. The approval of a plat by the City does not constitute any representation, assurance or guarantee that any building within such plat shall be approved, authorized or permit therefore issued, as required under Ordinance 83-54.

SURVEYOR'S CERTIFICATE

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, Harold D. Fetty, III, R.P.L.S. No. 5034, do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision.



Harold D. Fetty, III
Registered Professional Land Surveyor No. 5034

RECOMMENDED FOR FINAL APPROVAL

Planning and Zoning Commission _____ Date _____

APPROVED

I hereby certify that the above and foregoing plat of ALLIANCE ADDITION PHASE 2, LOTS 14-15, BLOCK 2, an addition to the City of Rockwall, Texas, an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the _____ day of _____, _____.

This approval shall be invalid unless the approved plat for such addition is recorded in the office of the County Clerk of Rockwall, County, Texas, within one hundred eighty (180) days from said date of final approval.

Said addition shall be subject to all the requirements of the Subdivision Regulations of the City of Rockwall.

WITNESS OUR HANDS, this _____ day of _____, _____.

Mayor, City of Rockwall

City Secretary City of Rockwall

City Engineer

Date

FINAL PLAT
ALLIANCE ADDITION PHASE 2
LOTS 14-15, BLOCK 2
BEING A REPLAT OF LOTS 2 and 3, BLOCK 2
0.98 ACRES OR 42,900 S.F.
(2 LOTS)
W.W. FORD SURVEY, ABSTRACT NO. 80
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

SHEET 2 OF 2

OWNER:
ROCKWALL RENTAL PROPERTIES, LP
CONTACT MIKE WHITTLE
P.O. BOX 369
ROCKWALL, TEXAS 75087
PHONE: 972-771-5253

SYMBOL LEGEND	
TV TELEVISION CABLE RISER	MI GAS METER
EL ELEC METER	EL ELEC SUBSURFACE JUNCTION BOX
WATER METER	WATER METER
LP LIGHT POLE	1/2" IRON ROD FOUND CORNER
PROPERTY LINE	ADJACENT PROPERTY LINE
FENCE	ADJACENT PROPERTY
	ADJACENT PROPERTY

SURVEY DATE FEBRUARY 9, 2018
SCALE 1" = 40'
CLIENT R.R.P. LP

H.D. Fetty Land Surveyor, LLC
Firm Registration no. 101509-00
6770 FM 1565 ROYSE CITY, TX 75189 972-635-2255 PHONE tracy@hdfetty.com

AFTER RECORDING RETURN TO:

Rockwall Rental Properties
P.O. Box 818
Terrell, TX 75160

DECLARATION OF RECIPROCAL ACCESS EASEMENT, CROSS PARKING EASEMENT AND RESTRICTIVE COVENANT

STATE OF TEXAS
COUNTY OF ROCKWALL

KNOW ALL MEN BY THESE PRESENTS:

This DECLARATION OF RECIPROCAL ACCESS EASEMENT, CROSS PARKING EASEMENT AND RESTRICTIVE COVENANT (this "Declaration") is made and entered into this ___ day of _____, 2018, by Rockwall Rental Properties (hereinafter referred to as the "Declarant") whose address is P.O. Box 818, Terrell, Texas 75160.

RECITALS:

- A. Declarant is the owner of that certain parcel of land (the "Property") more particularly described in Exhibit A attached hereto and incorporated herein by this reference for all purposes.
- B. Declarant proposes to plat the Property so that the Property consists of two (2) separate parcels (each a "Lot") both collectively are referred to herein as the "Lots") as described on Exhibit B. The Lots consists of (i) Lot (14, Block 2 The Alliance Addition Phase 2) (Lot 15, Block 2 The Alliance Addition, Phase 2).
- C. Declarant desires to (i) establish mutual, reciprocal, non-exclusive easements for vehicular access, parking, and ingress and egress on, across and over the Lots pursuant to the terms and conditions described below, (ii) place a certain restriction against Lot 14 and Lot 15 of the Property for the benefit of the owners and lessees, and (iii) confirm other covenants and rights which have been agreed to in connection with the Lots.
- D. Declarant now desires to execute this Declaration in order to set forth such easements, covenants and rights in more particular detail.

AGREEMENT:

NOW, THEREFORE. Declarant agrees that the Property shall be held, sold, conveyed and occupied subject to the following terms, restrictions, covenants, easements, and agreements, which are intended to protect the value and desirability of the Property, and Declarant therefore agrees and declares as follows:

ARTICLE I

RECIPROCAL ACCESS EASEMENT / CROSS PARKING EASEMENT

- 1.01 Reciprocal Access Easement.

- (a) Declarant hereby retains for itself and its successors and assigns, and grants and conveys to the future owners from time to time of the other Lot(s), and their successors and assigns (including Declarant, the "Owners"), a non-exclusive, perpetual easement and right-of-way on, across and over all areas of the Property and used as parking, common vehicular drives and common pedestrian walkways, in approximately the areas depicted by cross-hatching on **Exhibit C** attached hereto (collectively, the "Common Area").
- (b) The Easement described in this Section 1.01 shall be referred to herein as the "Access Easement" and shall be for the purpose of granting to the Owners, their respective successors and assigns, and the lessees, employees, customers, agents, independent contractors and invitees of same the right to use the Access Easement on the terms and conditions described herein. The Access Easement shall only be used for parking, vehicular and pedestrian access, ingress and egress, and such Access Easement shall not be obstructed by improvements of other permanent or semi-permanent obstructions.

1.02 Cross Parking Easement.

- (a) Declarant hereby retains for itself and its successors and assigns, and grants and conveys to the future owners from to time of the other Lot(s), and their successors and assigns, a non-exclusive, perpetual easement and right-of-way on, across and over the parking areas.
- (b) The easement described in this Section 1.02 shall be referred to herein as the "Parking Easement" and shall be for the purpose of granting to the customers and invitees of the Owners, their respective successors and assigns, the right to use the Parking Easement on the terms and conditions described herein. The Parking Easement shall only be used for the temporary parking of vehicles by customers and invitees of the Owners, and such Parking Area shall not be obstructed by improvements or other permanent or semi-permanent obstructions. The Parking Area is intended to represent each party's parking capabilities for purposes of complying with any applicable governmental requirements for construction on the Lots to qualify for their respective building permits.

- 1.03 No Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Access Easement or Parking Easement area described herein to the general public or for any public purpose whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

ARTICLE II

DEFAULT ; REMEDIES

- 2.01 Default/Remedies. In the event of a breach, or attempted or threatened breach, by any Owner of any of the terms, covenants, and conditions hereof, and after prior written notice and a reasonable period to cure such breach, any one of all of the other Owners shall be entitled forthwith to injunctive relief and/or all such other available legal and equitable remedies from the consequences of such

breach, including without limitation the cure of such breach by the non-defaulting Owner, in which even the defaulting Owner shall owe the non-defaulting Owner reimbursement of all reasonable costs and expenses incurred by the non-defaulting Owner, including without limitation reasonable legal fees. All cost and expenses incurred by any Owner in any such suit or proceedings shall be assessed against the non-prevailing party Owner and shall constitute a lien against the non-prevailing Owner's Lot effective upon recording notice thereof in the Office of the County Clerk of Rockwall County, Texas (provided however any such lien shall be subject to and subordinate to any lender providing financing for any such Lot). The remedies of any one or all such Owners shall be cumulative as to each Owner and as to all other remedies permitted at law or in equity.

ARTICLE III

INDEMNIFICATION AND INSURANCE

3.01 Indemnification.

- (a) Each Owner (the "Indemnifying Owner") agrees to indemnify and hold harmless the Owner of any other Lot (the "Indemnified Owner") from any and all liability or damages which the Indemnified Owner may suffer as a result of claims, demands, costs, liens, judgements or awards against the Indemnified Owner arising out of or as a result of any even or circumstance occurring on the Lot owned by the Indemnifying Owner to the extent caused by the negligence or willful misconduct of the Indemnifying Owner, but not to the extent caused by the negligence or willful misconduct of the Indemnified Owner or the employees, contractors or employees of the Indemnified Owner.

3.02 Insurance.

- (a) Notwithstanding anything to the contrary set forth herein, each Owner hereby releases the other from any and all liability or responsibility to the other Owners, or to any other party claiming through or under them by way of subrogation or otherwise, for any loss or damage to property caused by a casualty which is insurable under standard fire and extended coverage insurance; provided, however, that this mutual waiver shall be applicable only with respect to a loss or damage occurring during the time when property insurance policies, which are readily available on the marketplace, contain a clause or permit an endorsement to the effect that any such release shall not adversely affect or impair the policy or the right of the insured party to receive proceeds under the policy; provided, further, that this release shall be applicable to the apportionment of any damage which is not reimbursed by the damaged party's insurer because of the "deductible" in the damaged party's insurance coverage.

3.03 Municipal compliance and Violations. Each Owner shall promptly address, pay all fines, penalties, remove of record and cure the condition of all notes or notices of violation of municipal ordinances and each Owner covenants and agrees not to create or permit to exist any violation that would prevent the other Owner from suing the Common Area.

ARTICLE IV

MISCELLANEOUS

4.01 Notices. Any and all notices, elections, demands, requests and respinses thereto permitted or required to be given under this Declaration, except as otherwise provided for herein, shall be in writing, signed by or on behalf of the party giving the same, and shall be deemed to have been properly given and shall be effective upon being personally delivered, or upon one (1) business day after being deposited in the United States mail, postage prepaid, certified with return receipt requested, or upon being deposited on a paid basis with a nationally recognized overnight delivery service, to the other respective parties at the address of such other party set forth below (or as given from time to time) or at such other address within the continental United States as such other party may designate by notice specifically designated as a notice of change of address and viven in accordance herewith; provided, however, no notice of change of address shall be effective until the date of receipt thereof personal delivery to a party or to any officer, partner, agent or employee of such party at said address shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt and, if given to Declarant, shall be addressed as follows:

Rockwall Rental Properties
P.O. Box 818
Terrell, TX 75160

4.02 No Joint Venture or Partnership. This Declaration shall be construed to create a partnership or joint venture among the Owners, but merely set forth the terms and conditions of the obligations of Owners regarding the Lots, the development of same, and other related matters. No Owner is authorized to act as agent for any other party or to other Owner.

4.03 Invalid Provisions to Affect No Others. If fulfillment of any provisions hereof or any transaction related hereto at the time performance of such provisions shall be due shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained is held unlawful, such clause or provision shall be stricken, as though not herein contained, and the remainder of this Declaration shall remain operative and in full force and effect.

4.04 Departure from Terms. Any indulgence or departure at any time or by any party hereto from any of the provisions hereof or failure to exercise any of its rights and remedies shall not modify the same or relate to the future, or waive future compliance therewith by the other party. This Declaration may not be amended or modified except by a written instrument signed by all then current Owners and filed of record in Rockwall County, Texas.

4.05 Successors and Assigns. This Declaration shall be binding upon and shall inure to the benefit of the Owners from time to time, their respective heirs, legal representatives, success, successors-in-title and assigns.

4.06 Law Governing. The laws of the State of Texas shall govern the interpretation, validity and enforceability hereof.

4.07 Captions. Titles or captions of articles, sections or paragraphs contained in this Declaration are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Declaration or the intent of any provision hereof.

4.08 Estoppel. If requested to do so in writing by an Owner, the other Owners shall execute and deliver, within ten (100 business days of receipt of such request, estoppel certificates to the requesting Owner, a lender proposing to lend funds secured by all or a portion of the Lot of the requesting Owner, to a party proposing to lease all or a portion of the Lot of the requesting Owner (or improvements located thereon) or to a party proposing to purchase all or a portion of the Lot owned by the requesting Owner, which certify if true (and if not true, explains why not): (i) that this Declaration is in full force and effect and has not been modified or amended; (ii) that the applicable Owner has not delivered any such notice of default under this Declaration to another party; (iii) that, to the knowledge of such Owner, there is no outstanding default under this Declaration, or if such Owner has knowledge of a default, specifying such default; and (iv) other information regarding this Declaration reasonably requested by such Owner, prospective lender, tenant or purchaser.

4.09 Covenants Running With the Land. The rights and obligations contained in this Declaration constitute covenants running with the land, which shall bind all Owners succeeding to any right, title or interest in or to the Property or any part thereof, and their respective heirs, successors and assigns. During the period Declarant is an Owner, Declarant shall be entitled to specific enforcement of all the terms and provisions hereof. The obligations described herein shall not be personal obligations of an Owner once such Owner is no longer an owner of a Lot, but shall be obligations of the Owners owning a Lot from time to time. The Access Easement and the Parking Easement are easements appurtenant to the Lots.

4.10 Further Instruments. The Owners of the Property shall make a good faith effort to cooperate in all matters involving the use, maintenance and repair of the Access Easement and the Parking Easement and all rights referred to in this Declaration, and each Owner of the Property agrees to execute, acknowledge and record any and all further instruments, easements, agreements, declarations or other documents which are reasonably necessary to fulfill the terms and intentions of this Declaration.

4.11 Consents. Except where expressly provided herein to the contrary, any consent, determination, judgment, decision or approval required or permitted hereunder including without limitation consent acknowledgement or other documents reasonably requested by a mortgagee of Lot 14 , Lot 15 shall be made or determined in the exercise of such party's reasonable discretion and judgment shall not be unreasonably delayed, withheld or conditioned.

4.12 Exhibits. Each of the exhibits referred to herein and attached hereto is incorporated herein by reference and made a part of this Declaration.

[BLANCE OF PAGE INTENTIONALLY LEFT BLACK.]

By: Rockwall Rental Properties
P.O. Box 818
Terrell, TX 75160

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF ROCKWALL

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this ____ day of ____ 2018, personally appeared _____, the _____ of Rockwall Rental Properties.

NOTARY PUBLIC, STATE OF TEXAS

Printed Name: _____

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Being Lots 14 and 15, Block 2, The Alliance Addition, Phase 1, and addition to the City of Rockwall, Rockwall County, Texas, according to the plat recorded in Cabinet ____, Page ____, Plat Records, Rockwall County, Texas.

CITY OF ROCKWALL CITY COUNCIL MEMO

AGENDA DATE: 03/05/2018

APPLICANT: Mike Whittle

AGENDA ITEM: **P2018-004**; *Replat for Lots 14 & 15, Block 2, Alliance Addition*

SUMMARY:

Consider a request by Mike Whittle on behalf of Randall Noe of Rockwall Rental Properties, LP for the approval of a replat for Lots 14 & 15, Block 2, Alliance Addition, Phase 2 being a 0.98-acre tract of land identified as Lots 2 & 3, Block 2, Alliance Addition, Phase 2, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 57 (PD-57) for Commercial (C) District land uses, addressed as 6520 & 6530 Alliance Addition, and take any action necessary.

COMMENTS:

- The applicant is requesting approval of a replat for the purpose of constructing two (2) single-story office buildings (*i.e.* 4,920 SF each) and dedicating the necessary easements for development of these sites. The proposed office buildings will be situated on a 0.98-acre tract of land that will be re-platted as lot Lots 14 & 15, Block 2, of the Alliance Addition.
- The subject property is zoned Planned Development District 57 (PD-57), which designates the subject property for Commercial (C) District land uses. Site plans [*i.e.* SP2017-034 & SP2017-036] for each of these lots were approved in November 2017; however, a parking agreement was required for the development of these lots that was to be approved by the City Council with the replat. The applicant has provided a parking agreement with the plat request, meeting the standards for parking for the office use. The approval of the parking agreement has been added as a condition of approval of the replat.
- The surveyor has completed the majority of the technical revisions requested by staff, and this plat, conforming to the requirements for replats as stated in the *Subdivision Ordinance* in the Municipal Code of Ordinances, is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.
- Conditional approval of this plat by the City Council shall constitute approval subject to the conditions listed in the *Recommendations* section below.
- With the exception of the items listed in the *Recommendation* section of this case memo, this plat is in substantial compliance with the requirements of the *Subdivision Ordinance* in the Municipal Code of Ordinances.

RECOMMENDATIONS:

If the City Council chooses to approve the replat for *Lots 14 & 15, Block 2, Alliance Addition*, staff would recommend the following conditions of approval:

- 1) All staff comments provided by the Planning, Engineering and Fire Department must be addressed prior to the submittal of a building permit;
- 2) Approval of a parking agreement by the City Council is required prior to the release of building permits. The parking agreement must be filed with Rockwall County prior to issuance of a Certificate of Occupancy (CO).
- 3) Any construction resulting from the approval of this replat shall conform to the requirements set forth by the Unified Development Code, the International Building Code, the Rockwall Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

On February 27, 2018, the Planning and Zoning Commission's motion to recommend approval of the replat with staff conditions passed by a vote of 6 to 0 with Commissioner Logan absent. Additionally, the motion included a recommendation of approval of the shared parking agreement in order to meet the standards for parking for an office use for the proposed developments.



P2018-004 - LOTS 14-15, BLOCK 2, ALLIANCE ADDITION, PH 2
FINAL PLAT - LOCATION MAP =

AG

H WALLACE

ALLIANCE

PD-57

HORIZON

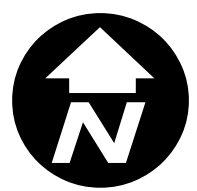
ANDREWS

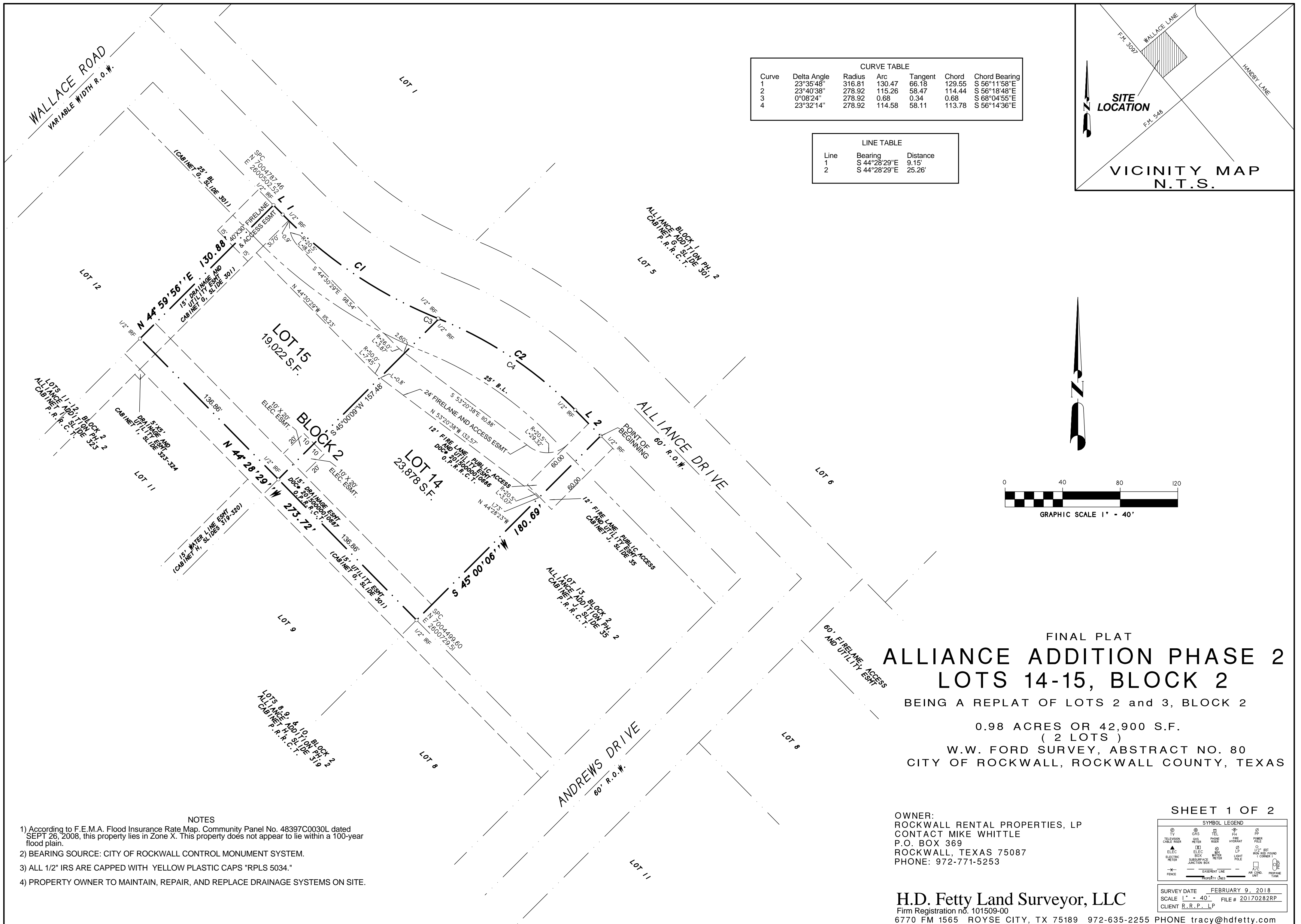


City of Rockwall

Planning & Zoning Department
385 S. Goliad Street
Rockwall, Texas 75032
(P): (972) 771-7745
(W): www.rockwall.com

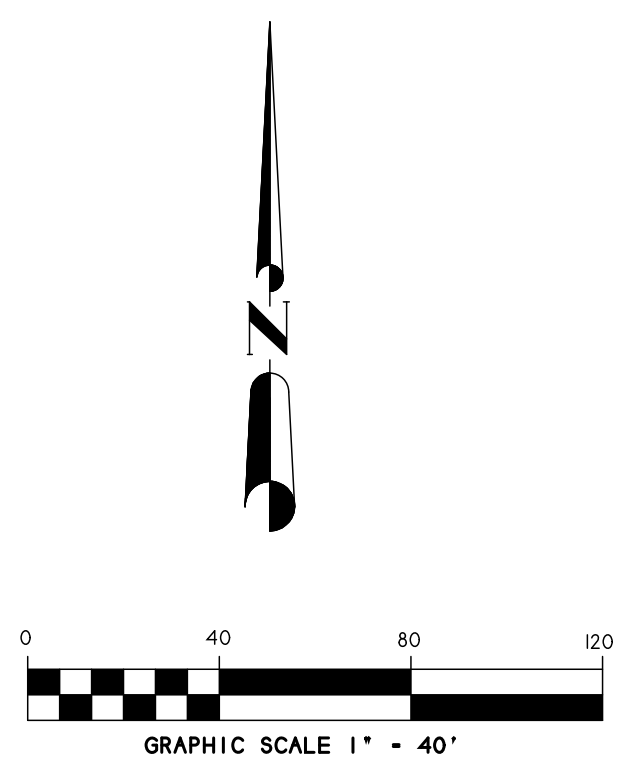
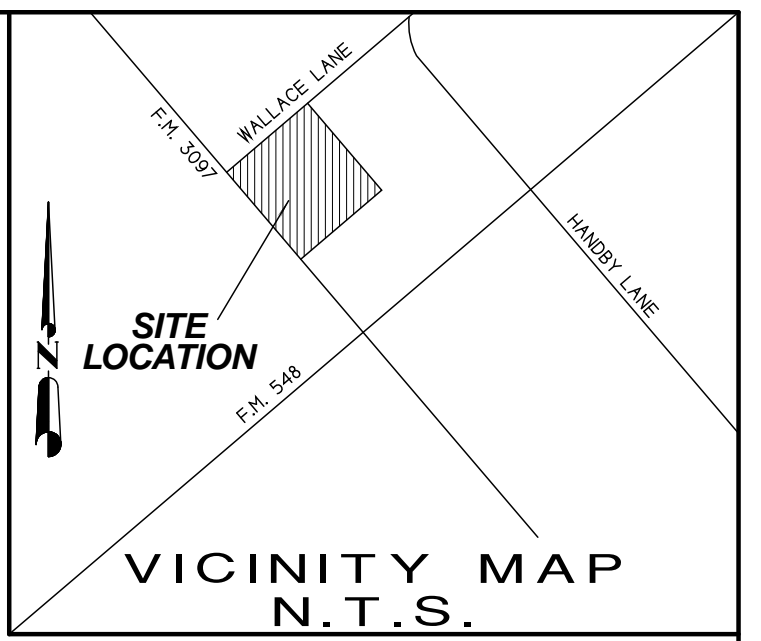
The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user.





CURVE TABLE						
Curve	Delta Angle	Radius	Arc	Tangent	Chord	Chord Bearing
1	23°35'48"	316.81	130.47	66.18	129.55	S 56°11'58"E
2	23°40'38"	278.92	115.26	58.47	114.44	S 56°18'48"E
3	0°08'24"	278.92	0.68	0.34	0.68	S 68°04'55"E
4	23°32'14"	278.92	114.58	58.11	113.78	S 56°14'36"E

LINE TABLE		
Line	Bearing	Distance
1	S 44°28'29"E	9.15'
2	S 44°28'29"E	25.26'



FINAL PLAT
ALLIANCE ADDITION PHASE 2
LOTS 14-15, BLOCK 2
 BEING A REPLAT OF LOTS 2 and 3, BLOCK 2

 0.98 ACRES OR 42,900 S.F.
 (2 LOTS)
 W.W. FORD SURVEY, ABSTRACT NO. 80
 CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

OWNER:
 ROCKWALL RENTAL PROPERTIES, LP
 CONTACT MIKE WHITTLE
 P.O. BOX 369
 ROCKWALL, TEXAS 75087
 PHONE: 972-771-5253

SHEET 1 OF 2

SYMBOL LEGEND	
⊗	TELEVISION CABLE RISER
⊕	GAS METER
⊙	ELECTRIC METER
⊚	ELECTRIC SUBSURFACE JUNCTION BOX
⊛	TELEPHONE CABLE RISER
⊜	GAS RISER
⊝	ELECTRIC RISER
⊞	ELECTRIC SUBSURFACE JUNCTION BOX
⊟	FIRE HYDRANT
⊠	POWER POLE
⊡	LP GAS METER
⊢	1/2" BEARING PILE
⊣	4" BEARING PILE
⊤	8" BEARING PILE
⊥	12" BEARING PILE
⊦	16" BEARING PILE
⊧	20" BEARING PILE
⊨	24" BEARING PILE
⊩	30" BEARING PILE
⊪	36" BEARING PILE
⊫	42" BEARING PILE
⊬	48" BEARING PILE
⊭	54" BEARING PILE
⊮	60" BEARING PILE
⊯	66" BEARING PILE
⊰	72" BEARING PILE
⊱	78" BEARING PILE
⊲	84" BEARING PILE
⊳	90" BEARING PILE
⊴	96" BEARING PILE
⊵	102" BEARING PILE
⊶	108" BEARING PILE
⊷	114" BEARING PILE
⊸	120" BEARING PILE
⊹	126" BEARING PILE
⊺	132" BEARING PILE
⊻	138" BEARING PILE
⊼	144" BEARING PILE
⊽	150" BEARING PILE
⊾	156" BEARING PILE
⊿	162" BEARING PILE
⊿	168" BEARING PILE
⊿	174" BEARING PILE
⊿	180" BEARING PILE
⊿	186" BEARING PILE
⊿	192" BEARING PILE
⊿	198" BEARING PILE
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⊿	420" BEARING PILE
⊿	426" BEARING PILE
⊿	432" BEARING PILE
⊿	438" BEARING PILE
⊿	444" BEARING PILE
⊿	450" BEARING PILE
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⊿	474" BEARING PILE
⊿	480" BEARING PILE
⊿	486" BEARING PILE
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⊿	498" BEARING PILE
⊿	504" BEARING PILE
⊿	510" BEARING PILE
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⊿	882" BEARING PILE
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⊿	894" BEARING PILE
⊿	900" BEARING PILE
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⊿	1002" BEARING PILE
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⊿	1062" BEARING PILE
⊿	1068" BEARING PILE
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⊿	1098" BEARING PILE
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⊿	1152" BEARING PILE
⊿	1158" BEARING PILE
⊿	1164" BEARING PILE
⊿	1170" BEARING PILE
⊿	1176" BEARING PILE
⊿	1182" BEARING PILE
⊿	1188" BEARING PILE
⊿	1194" BEARING PILE
⊿	1200" BEARING PILE

- NOTES
- 1) According to F.E.M.A. Flood Insurance Rate Map, Community Panel No. 48397C0030L dated SEPT 26, 2008, this property lies in Zone X. This property does not appear to lie within a 100-year flood plain.
 - 2) BEARING SOURCE: CITY OF ROCKWALL CONTROL MONUMENT SYSTEM.
 - 3) ALL 1/2" IRS ARE CAPPED WITH YELLOW PLASTIC CAPS "RPLS 5034."
 - 4) PROPERTY OWNER TO MAINTAIN, REPAIR, AND REPLACE DRAINAGE SYSTEMS ON SITE.

H.D. Fetty Land Surveyor, LLC
 Firm Registration no. 101509-00
 6770 FM 1565 ROYSE CITY, TX 75189 972-635-2255 PHONE tracy@hdfetty.com

SURVEY DATE FEBRUARY 9, 2018
 SCALE 1" = 40' FILE # 20170282RP
 CLIENT R.R.P., LP

OWNER'S CERTIFICATE
(Public Dedication)
STATE OF TEXAS
COUNTY OF ROCKWALL

WHEREAS ROCKWALL RENTAL PROPERTIES, LP, 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 2 and Lot 3, Block 2, ALLIANCE ADDITION, PHASE 2, an Addition to the City of Rockwall, Rockwall County, Texas, according to the Plat thereof recorded in Cabinet G, Slide 301-302, of the Plat Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at 1/2" iron rod found for corner at the East most corner of Lot 3, Block 2 and west most corner of Lot 13, Block 2, ALLIANCE ADDITION PHASE 2, an Addition to the City of Rockwall, Texas, according to the Plat thereof recorded in Cabinet J, Slide 35, of the Plat Records of Rockwall County, Texas, and being in the Southwest right-of-way line of Alliance Drive, a 60 foot right-of-way;

THENCE S. 45 deg. 00 min. 06 sec. W. a distance of 180.69 feet to a 1/2" iron rod found for corner;

THENCE N. 44 deg. 28 min. 29 sec. W. a distance of 273.72 feet to a 1/2" iron rod found for corner at the west most corner of said Lot 2, Block 2;

THENCE N. 44 deg. 59 min. 56 sec. E. along the northwest line of said Lot 2, a distance of 130.88 feet to a 1/2" iron rod found for corner in the southwest right-of-way line of Alliance Drive;

THENCE S. 44 deg. 28 min. 29 sec. E. along said right-of-way line, a distance of 9.15 feet to a 1/2" iron rod found for corner;

THENCE in a southeasterly direction along a curve to the left having a central angle of 23°35'48", a radius of 316.81 feet, a tangent of 66.18 feet, a chord of S 56°11'58" E, 129.55 feet along said right-of-way line, an arc distance of 130.47 feet to a 1/2" iron rod found for corner;

THENCE in a southeasterly direction along a curve to the left having a central angle of 23°40'38", a radius of 278.92 feet, a tangent of 58.47 feet, a chord of S 56°18'48" E, 114.44 feet along said right-of-way line, an arc distance of 115.26 feet to a 1/2" iron rod found for corner;

THENCE S. 44 deg. 28 min. 29 sec. E. along said right-of-wayline, a distance of 25.26 feet to the POINT OF BEGINNING and containing 42,900 square feet or 0.98 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS
COUNTY OF ROCKWALL

I the undersigned owner of the land shown on this plat, and designated herein as ALLIANCE ADDITION, PHASE 2, LOTS 14-15, BLOCK 2, an Addition to the City of Rockwall, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. I further certify that all other parties who have a mortgage or lien interest in the subdivision have been notified and signed this plat.

I understand and do 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.

I also understand the following:

- 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 system 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 the subdivision.
- The developer and subdivision engineer shall bear total responsibility for storm drain 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 the developer and/or owner 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 structures, storm sewers, and alleys, all according to the specifications of the City of Rockwall; or

Until an escrow deposit, sufficient to pay for the cost of such improvements, as determined by the city's engineer and/or city administrator, computed on a private commercial rate basis, has been made with the city secretary, accompanied by an agreement signed by the developer and/or owner, authorizing the city to make such improvements at prevailing private commercial rates, or have the same made by a contractor and pay for the same out of the escrow deposit, should the developer and/or owner fail or refuse to install the required improvements within the time stated in such written agreement, but in no case shall the City be obligated to make such improvements itself. Such deposit may be used by the owner and/or developer as progress payments as the work progresses in making such improvements by making certified requisitions to the city secretary, supported by evidence of work done; or

Until the developer and/or owner files a corporate surety bond with the city secretary in a sum equal to the cost of such improvements for the designated area, guaranteeing the installation thereof within the time stated in the bond, which time shall be fixed by the city council of the City of Rockwall.

I further acknowledge that the dedications and/or exaction's made herein are proportional to the impact of the subdivision upon the public services required in order that the development will comport with the present and future growth needs of the City; I, my successors and assigns hereby waive any claim, damage, or cause of action that I may have as a result of the dedication of exaction's made herein.

RANDALL NOE
for ROCKWALL RENTAL PROPERTIES, LP

STATE OF TEXAS
COUNTY OF ROCKWALL

Before me, the undersigned authority, on this day personally appeared RANDALL NOE known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given upon my hand and seal of office this _____ day of _____, _____.

Notary Public in and for the State of Texas

My Commission Expires: _____

NOTE: It shall be the policy of the City of Rockwall to withhold issuing building permits until all streets, water, sewer and storm drainage systems have been accepted by the City. The approval of a plat by the City does not constitute any representation, assurance or guarantee that any building within such plat shall be approved, authorized or permit therefore issued, as required under Ordinance 83-54.

SURVEYOR'S CERTIFICATE
NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, Harold D. Fetty, III, R.P.L.S. No. 5034, do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision.



Harold D. Fetty, III
Registered Professional Land Surveyor No. 5034

RECOMMENDED FOR FINAL APPROVAL

Planning and Zoning Commission _____ Date _____

APPROVED

I hereby certify that the above and foregoing plat of ALLIANCE ADDITION PHASE 2, LOTS 14-15, BLOCK 2, an addition to the City of Rockwall, Texas, an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the _____ day of _____, _____.

This approval shall be invalid unless the approved plat for such addition is recorded in the office of the County Clerk of Rockwall, County, Texas, within one hundred eighty (180) days from said date of final approval.

Said addition shall be subject to all the requirements of the Subdivision Regulations of the City of Rockwall.

WITNESS OUR HANDS, this _____ day of _____, _____.

Mayor, City of Rockwall

City Secretary City of Rockwall

City Engineer

Date

FINAL PLAT
ALLIANCE ADDITION PHASE 2
LOTS 14-15, BLOCK 2
BEING A REPLAT OF LOTS 2 and 3, BLOCK 2
0.98 ACRES OR 42,900 S.F.
(2 LOTS)
W.W. FORD SURVEY, ABSTRACT NO. 80
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

SHEET 2 OF 2

OWNER:
ROCKWALL RENTAL PROPERTIES, LP
CONTACT MIKE WHITTLE
P.O. BOX 369
ROCKWALL, TEXAS 75087
PHONE: 972-771-5253

SYMBOL LEGEND									
TV	GAS	TEL	FI	FP					
TELEVISION	GAS	PHONE	FIRE	POWER					
CABLE	METER	ROSER	HYDRANT	POLE					
ELEC	ELEC	WV	LP	1/2" IRON ROD FOUND					
ELECTRIC	ELECTRIC	WATER	LIGHT	1/2" IRON ROD FOUND					
METER	BOX	METER	POLE	CORNER					
JUNCTION	BOX								
-X-	EASEMENT LINE	-	K/C	PROPERTY CORNER					
FENCE	PROPERTY LINE	-	ADJ. CORN.	PROPERTY CORNER					

SURVEY DATE FEBRUARY 9, 2018
SCALE 1" = 40'
CLIENT R.R.P. LP

H.D. Fetty Land Surveyor, LLC
Firm Registration no. 101509-00
6770 FM 1565 ROYSE CITY, TX 75189 972-635-2255 PHONE tracy@hdfetty.com

AFTER RECORDING RETURN TO:

Rockwall Rental Properties
P.O. Box 818
Terrell, TX 75160

DECLARATION OF RECIPROCAL ACCESS EASEMENT, CROSS PARKING EASEMENT AND RESTRICTIVE COVENANT

STATE OF TEXAS
COUNTY OF ROCKWALL

KNOW ALL MEN BY THESE PRESENTS:

This DECLARATION OF RECIPROCAL ACCESS EASEMENT, CROSS PARKING EASEMENT AND RESTRICTIVE COVENANT (this "Declaration") is made and entered into this 23 day of FEBRUARY, 2018, by Rockwall Rental Properties (hereinafter referred to as the "Declarant") whose address is P.O. Box 818, Terrell, Texas 75160.

RECITALS:

- A. Declarant is the owner of that certain parcel of land (the "Property") more particularly described in Exhibit A attached hereto and incorporated herein by this reference for all purposes.
- B. Declarant proposes to plat the Property so that the Property consists of two (2) separate parcels (each a "Lot") both collectively are referred to herein as the "Lots") as described on Exhibit B. The Lots consists of (i) Lot (14, Block 2 The Alliance Addition Phase 2) (Lot 15, Block 2 The Alliance Addition, Phase 2).
- C. Declarant desires to (i) establish mutual, reciprocal, non-exclusive easements for vehicular access, parking, and ingress and egress on, across and over the Lots pursuant to the terms and conditions described below, (ii) place a certain restriction against Lot 14 and Lot 15 of the Property for the benefit of the owners and lessees, and (iii) confirm other covenants and rights which have been agreed to in connection with the Lots.
- D. Declarant now desires to execute this Declaration in order to set forth such easements, covenants and rights in more particular detail.

AGREEMENT:

NOW, THEREFORE. Declarant agrees that the Property shall be held, sold, conveyed and occupied subject to the following terms, restrictions, covenants, easements, and agreements, which are intended to protect the value and desirability of the Property, and Declarant therefore agrees and declares as follows:

ARTICLE I

RECIPROCAL ACCESS EASEMENT / CROSS PARKING EASEMENT

1.01 Reciprocal Access Easement.

- (a) Declarant hereby retains for itself and its successors and assigns, and grants and conveys to the future owners from time to time of the other Lot(s), and their successors and assigns (including Declarant, the "Owners"), a non-exclusive, perpetual easement and right-of-way on, across and over all areas of the Property and used as parking, common vehicular drives and common pedestrian walkways, in approximately the areas depicted by cross-hatching on **Exhibit B** attached hereto (collectively, the "Common Area").
- (b) The Easement described in this Section 1.01 shall be referred to herein as the "Access Easement" and shall be for the purpose of granting to the Owners, their respective successors and assigns, and the lessees, employees, customers, agents, independent contractors and invitees of same the right to use the Access Easement on the terms and conditions described herein. The Access Easement shall only be used for parking, vehicular and pedestrian access, ingress and egress, and such Access Easement shall not be obstructed by improvements of other permanent or semi-permanent obstructions.

1.02 Cross Parking Easement.

- (a) Declarant hereby retains for itself and its successors and assigns, and grants and conveys to the future owners from to time of the other Lot(s), and their successors and assigns, a non-exclusive, perpetual easement and right-of-way on, across and over the parking areas.
- (b) The easement described in this Section 1.02 shall be referred to herein as the "Parking Easement" and shall be for the purpose of granting to the customers and invitees of the Owners, their respective successors and assigns, the right to use the Parking Easement on the terms and conditions described herein. The Parking Easement shall only be used for the temporary parking of vehicles by customers and invitees of the Owners, and such Parking Area shall not be obstructed by improvements or other permanent or semi-permanent obstructions. The Parking Area is intended to represent each party's parking capabilities for purposes of complying with any applicable governmental requirements for construction on the Lots to qualify for their respective building permits.

- 1.03 No Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Access Easement or Parking Easement area described herein to the general public or for any public purpose whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

ARTICLE II

DEFAULT ; REMEDIES

2.01 Default/Remedies. In the event of a breach, or attempted or threatened breach, by any Owner of any of the terms, covenants, and conditions hereof, and after prior written notice and a reasonable period to cure such breach, any one of all of the other Owners shall be entitled forwith to injunctive relief and/or all such other available legal and equitable remedies from the consequences of such

breach, including without limitation the cure of such breach by the non-defaulting Owner, in which even the defaulting Owner shall owe the non-defaulting Owner reimbursement of all reasonable costs and expenses incurred by the non-defaulting Owner, including without limitation reasonable legal fees. All cost and expenses incurred by any Owner in any such suit or proceedings shall be assessed against the non-prevailing party Owner and shall constitute a lien against the non-prevailing Owner's Lot effective upon recording notice thereof in the Office of the County Clerk of Rockwall County, Texas (provided however any such lien shall be subject to and subordinate to any lender providing financing for any such Lot). The remedies of any one or all such Owners shall be cumulative as to each Owner and as to all other remedies permitted at law or in equity.

ARTICLE III

INDEMNIFICATION AND INSURANCE

3.01 Indemnification.

- (a) Each Owner (the "Indemnifying Owner") agrees to indemnify and hold harmless the Owner of any other Lot (the "Indemnified Owner") from any and all liability or damages which the Indemnified Owner may suffer as a result of claims, demands, costs, liens, judgments or awards against the Indemnified Owner arising out of or as a result of any even or circumstance occurring on the Lot owned by the Indemnifying Owner to the extent caused by the negligence or willful misconduct of the Indemnifying Owner, but not to the extent caused by the negligence or willful misconduct of the Indemnified Owner or the employees, contractors or employees of the Indemnified Owner.

3.02 Insurance.

- (a) Notwithstanding anything to the contrary set forth herein, each Owner hereby releases the other from any and all liability or responsibility to the other Owners, or to any other party claiming through or under them by way of subrogation or otherwise, for any loss or damage to property caused by a casualty which is insurable under standard fire and extended coverage insurance; provided, however, that this mutual waiver shall be applicable only with respect to a loss or damage occurring during the time when property insurance policies, which are readily available on the marketplace, contain a clause or permit an endorsement to the effect that any such release shall not adversely affect or impair the policy or the right of the insured party to receive proceeds under the policy; provided, further, that this release shall be applicable to the apportionment of any damage which is not reimbursed by the damaged party's insurer because of the "deductible" in the damaged party's insurance coverage.

3.03 Municipal compliance and Violations. Each Owner shall promptly address, pay all fines, penalties, remove of record and cure the condition of all notes or notices of violation of municipal ordinances and each Owner covenants and agrees not to create or permit to exist any violation that would prevent the other Owner from suing the Common Area.

ARTICLE IV

MISCELLANEOUS

4.01 Notices. Any and all notices, elections, demands, requests and respinses thereto permitted or required to be given under this Declaration, except as otherwise provided for herein, shall be in writing, signed by or on behalf of the party giving the same, and shall be deemed to have been properly given and shall be effective upon being personally delivered, or upon one (1) business day after being deposited in the United States mail, postage prepaid, certified with return receipt requested, or upon being deposited on a paid basis with a nationally recognized overnight delivery service, to the other respective parties at the address of such other party set forth below (or as given from time to time) or at such other address within the continental United States as such other party may designate by notice specifically designated as a notice of change of address and viven in accordance herewith; provided, however, no notice of change of address shall be effective until the date of receipt thereof personal delivery to a party or to any officer, partner, agent or employee of such party at said address shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt and, if given to Declarant, shall be addressed as follows:

Rockwall Rental Properties
P.O. Box 818
Terrell, TX 75160

4.02 No Joint Venture or Partnership. This Declaration shall be construed to create a partnership or joint venture among the Owners, but merely set forth the terms and conditions of the obligations of Owners regarding the Lots, the development of same, and other related matters. No Owner is authorized to act as agent for any other party or to other Owner.

4.03 Invalid Provisions to Affect No Others. If fulfillment of any provisions hereof or any transaction related hereto at the time performance of such provisions shall be due shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained is held unlawful, such clause or provision shall be stricken, as though not herein contained, and the remainder of this Declaration shall remain operative and in full force and effect.

4.04 Departure from Terms. Any indulgence or departure at any time or by any party hereto from any of the provisions hereof or failure to exercise any of its rights and remedies shall not modify the same or relate to the future, or waive future compliance therewith by the other party. This Declaration may not be amended or modified except by a written instrument signed by all then current Owners and filed of record in Rockwall County, Texas.

4.05 Successors and Assigns. This Declaration shall be binding upon and shall inure to the benefit of the Owners from time to time, their respective heirs, legal representatives, success, successors-in-title and assigns.

4.06 Law Governing. The laws of the State of Texas shall govern the interpretation, validity and enforceability hereof.

4.07 Captions. Titles or captions of articles, sections or paragraphs contained in this Declaration are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Declaration or the intent of any provision hereof.

By: Rockwall Rental Properties
P.O. Box 818
Terrell, TX 75160

By: Randall H. Noe

Name: RANDALL H. NOE

Title: Pres.

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF ROCKWALL

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 22 day of February 2018, personally appeared Randall Noe, the President of Rockwall Rental Properties.

Kathryn Whittle
NOTARY PUBLIC, STATE OF TEXAS

Printed Name: Kathryn Whittle

My Commission Expires: 12-16-2018



EXHIBIT A

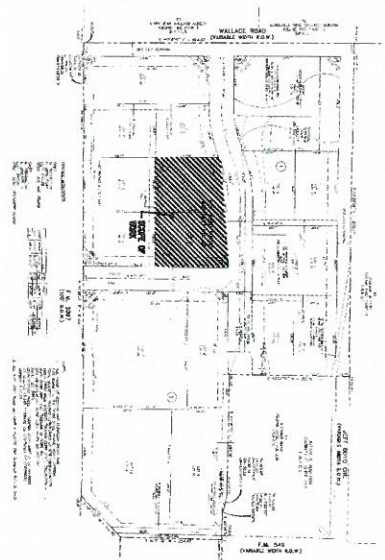
LEGAL DESCRIPTION OF THE PROPERTY

Being Lots 14 and 15, Block 2, The Alliance Addition, Phase 2, and addition to the City of Rockwall, Rockwall County, Texas, according to the plat recorded in Cabinet ____, Page ____, Plat Records, Rockwall County, Texas.

Exhibit 'B'

WALLACE ROAD (VARIABLE R.O.W.)

KEY PLAN

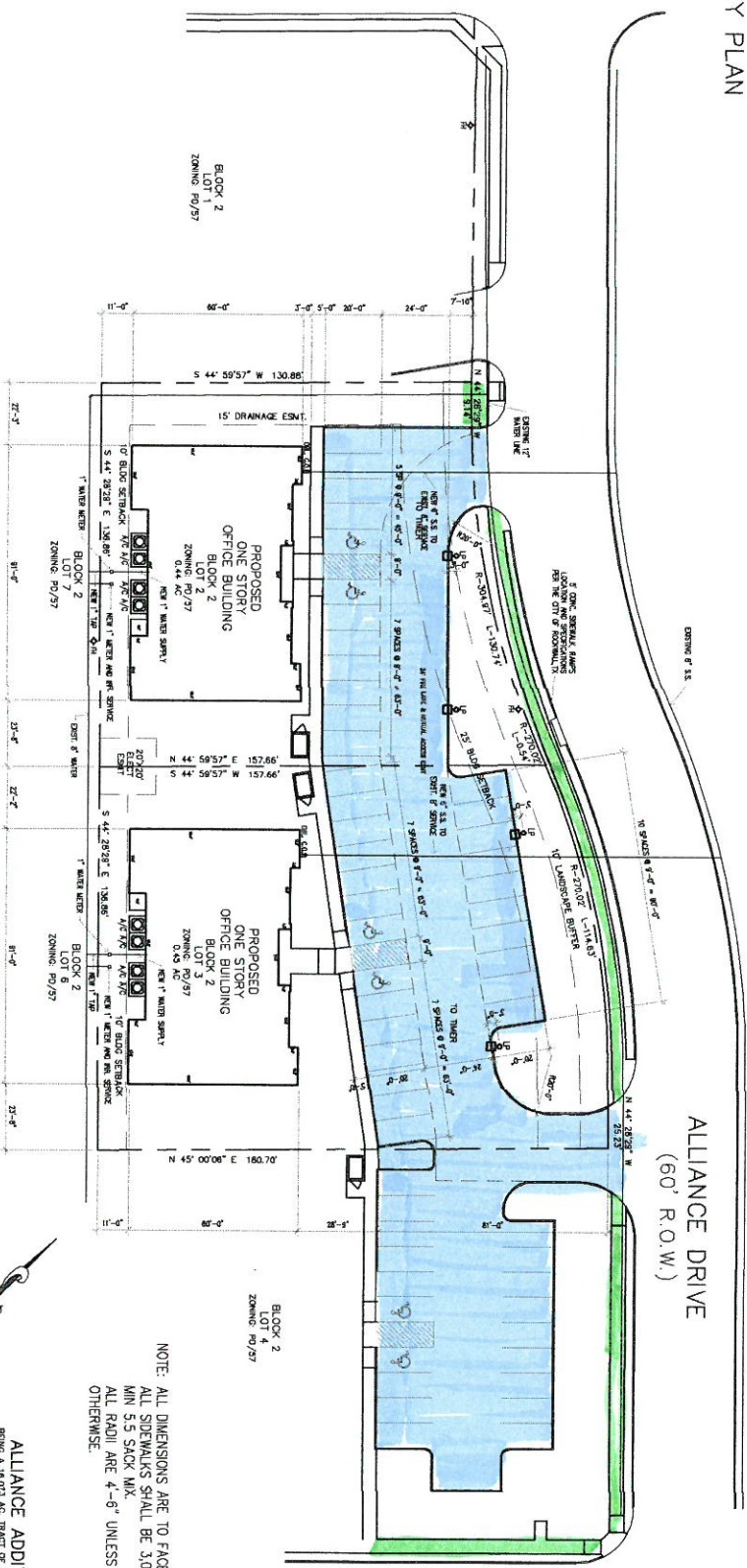


Common Area
Parking Easement

PARKING REQUIREMENTS
 OFFICE LOT 1 4,318 SF @ 1,200 = 3.6
 OFFICE LOT 2 4,318 SF @ 1,200 = 3.6
 16 PARKING SPACES REQUIRED FOR LOT 1
 16 PARKING SPACES REQUIRED FOR LOT 2
 32 PARKING SPACES PROVIDED ON LOTS 1 & 2
 LOT 2 SHALL HAVE 4 STAIRS PARALLEL ADJACENT FOR
 1 WHEELCHAIR PARKING SPACE PROVIDED FOR PARKING OF 8-20
 2 WHEELCHAIR PARKING SPACES PROVIDED ON EACH LOT

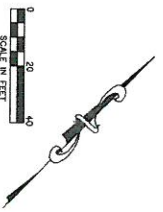


SCREEN DETAIL
 1"=1'-0"



ALLIANCE DRIVE
 (60' R.O.W.)

ANDREWS DRIVE
 (60' R.O.W.)



NOTE: ALL DIMENSIONS ARE TO FACE OF CURB
 MIN 5.5' SACK MAX. 3,000 PSI CONC
 ALL ROAD ARE 4'-6" UNLESS NOTED
 OTHERWISE

ALLIANCE ADDITION PH. 2
 2313 ROCK ROAD #103
 ROCKWALL, TEXAS 75087
 OWNER: MERSHAW ARCHITECTS, INC.
 DESIGNER: MERSHAW ARCHITECTS, INC.
 DATE: 11-1-07

DATE	11-1-07
PROJECT NO.	1000000000
OWNER	MERSHAW ARCHITECTS, INC.
DESIGNER	MERSHAW ARCHITECTS, INC.
SCALE	1"=30'-0"
SHEET	A1
OF	16

ALLIANCE LOT 2 & LOT 3
 ROCKWALL, TEXAS

SITE PLAN

No.	Date	Revision	By

MEDICAL COMMERCIAL CHURCHES
MERSHAW ARCHITECTS

RESIDENTIAL RESTAURANTS INSTITUTIONAL

2313 ROCK ROAD #103
 ROCKWALL, TEXAS 75087

PHONE: 972-722-8302
 FAX: 972-749-2081



March 15, 2018

MIKE WHITTLE
7205 SHIPP ROAD,
Rowlett, TX 75088

RE: FINAL PLAT (P2018-004), Lots 14-15, Block 2, Alliance Addition Phase 2

Dear Applicant:

This letter serves to notify you that the above referenced platting case that you submitted before the City of Rockwall was approved by City Council on 03/05/2018. The following is a record of all recommendations, voting records and conditions of approval:

If the City Council chooses to approve the replat for Lots 14 & 15, Block 2, Alliance Addition, staff would recommend the following conditions of approval:

- 1) All staff comments provided by the Planning, Engineering and Fire Department must be addressed prior to the submittal of a building permit;*
- 2) Approval of a parking agreement by the City Council is required prior to the release of building permits. The parking agreement must be filed with Rockwall County prior to issuance of a Certificate of Occupancy (CO).*
- 3) Any construction resulting from the approval of this replat shall conform to the requirements set forth by the Unified Development Code, the International Building Code, the Rockwall Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.*

PLANNING AND ZONING COMMISSION RECOMMENDATION:

On February 27, 2018, the Planning and Zoning Commission's motion to recommend approval of the replat with staff conditions passed by a vote of 6 to 0 with Commissioner Logan absent. Additionally, the motion included a recommendation of approval of the shared parking agreement in order to meet the standards for parking for an office use for the proposed developments.

CITY COUNCIL:

On March 5, 2018, the City Council's motion to approve the replat with staff conditions passed by a vote of 6 to 0 with Mayor Pruitt absent. Additionally, the motion included approval of the shared parking agreement meeting the standards for parking for an office use for the proposed developments.

Prior to submitting the required materials for filing please send/submit to staff a bonded or PDF copy of the plat to ensure that all staff's comments have been addressed. Once staff has verified all comments have been addressed, please submit a minimum of two (2) sets of mylars, one (1) tax certificate for each property being platted, and a check made out to the Rockwall County Clerk's Office for the required filing fees.

See the following example for calculation of fees: Mylars = \$50 per page (Ex.2 page plat= \$100)
Tax Certificates= \$30.00 for the 1st certificate and \$4.00 for each additional certificate. (2 properties= \$30+ \$4= \$34. Total filing fees for a 2 page plat with tax certificates =\$134.00



Please note that all replats or final plats must be filed with Rockwall County within 180 days of the approval date. *If the 180-day deadline is missed, the plat shall be deemed expired and must be resubmitted for approval.*

For information about the procedures and required materials to file a plat, or for any other additional questions on this matter, please contact Planning staff at (972) 771-7745.

Sincerely,

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

David Gonzales, AICP
Senior Planner
Planning & Zoning Department
City of Rockwall, TX