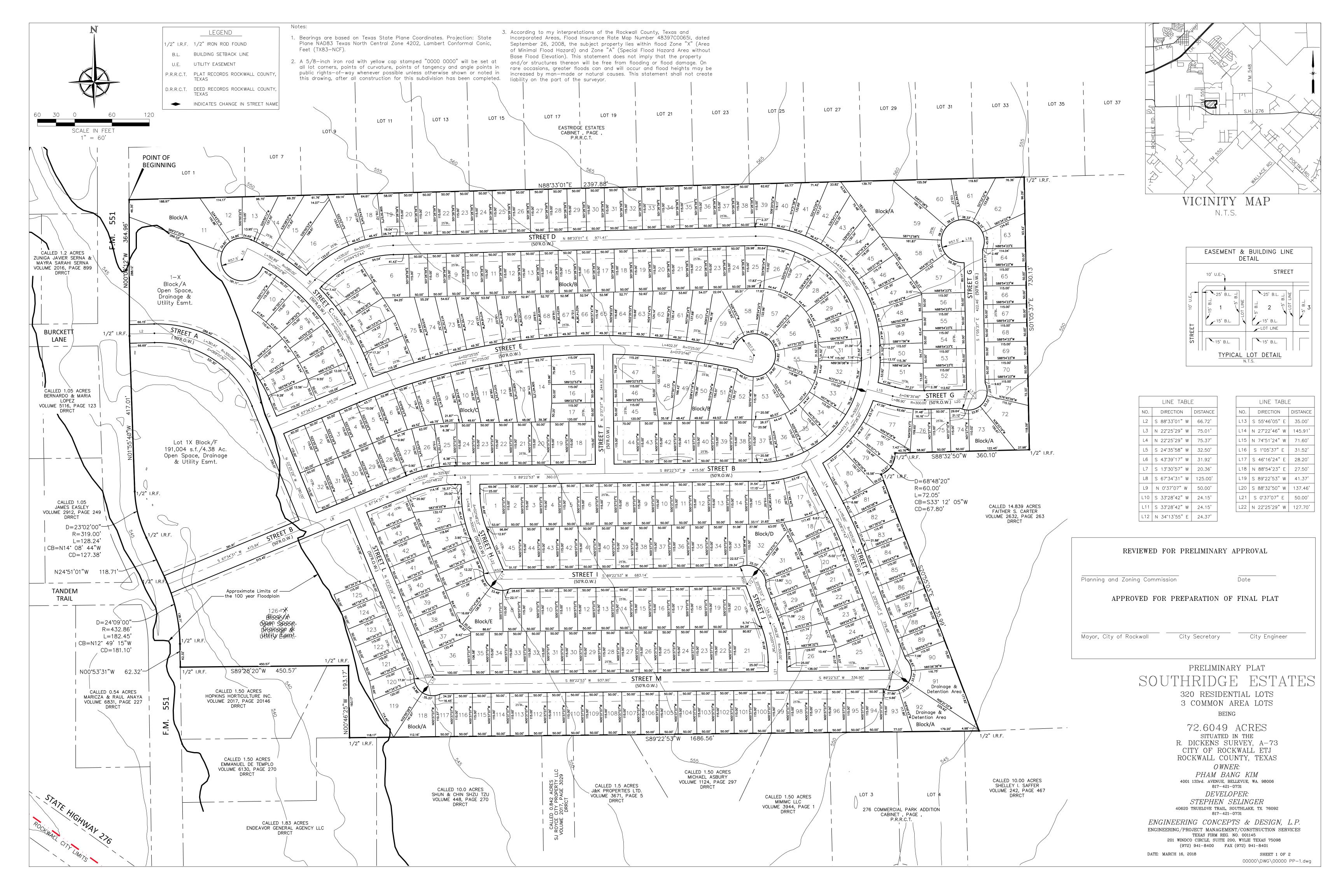




City of Rockwall Planning & Zoning Department 385 S. Goliad Street

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.





PROPERTY DESCRIPTION

Being a tract of land situated in the R. Dickens Survey, Abstract No. 73 and being the same tract of land conveyed to Bang Kim Pham, by Correction Warranty Deed recorded in Volume 4553, Page 68, Deed Records, Rockwall County, Texas, and being more particularly described by metes and bound as follows;

BEGINNING at a 1/2 inch iron rod found for corner at the Northwest corner of said Pham tract and the common Southwest corner of Eastridge Estate, an Addition to Rockwall County, Texas, according to the map thereof recorded in Slide A, Page 349, Map Records, Rockwall County, Texas, said corner also lying in the East right—of—way line of F.M. Road No. 551(variable width right—of—way);

THENCE, North 88 degrees 33 minutes 01 seconds East, along the South line of said Eastridge Estate, a distance of 2397.88 feet to a 1/2 inch iron rod found for corner, said corner being the Northwest corner of a tract of land conveyed to Faithful S. Carter, by Deed recorded in Volume 2632, Page 263, Deed Records, Rockwall County, Texas;

THENCE, along the Westerly line of said Carter tract the following bearings and distances:

South 01 degrees 05 minutes 37 seconds East, a distance of 730.13 feet to a 1/2 inch iron rod found for corner;

South 88 degrees 32 minutes 50 seconds West, a distance of 360.10 feet to a 1/2 inch iron rod found for corner, said corner being the beginning of a curve to the right having a delta angle of 68 degrees 48 minutes 20 seconds, a radius of 60.00 feet, a chord that bears South 33 degrees 12 minutes 05 seconds West, a chord length of 67.80 feet and an arc length of 72.05 feet to a 1/2 inch iron rod found for corner;

South 20 degrees 55 minutes 03 seconds East, a distance of 735.99 feet to a 1/2 inch iron rod found for corner, said corner being the Southwest corner of said Carter tract and lying in the North line of a tract of land conveyed to Shelley I. Saffer, by Deed recorded in Volume 242, Page 467, Deed Records, Rockwall County, Texas;

THENCE South 89 degrees 22 minutes 53 seconds West, along the South line of said Pham tract, a distance of 1686.56 feet to a 1/2 inch iron rod found for corner, said corner lying in the North line of a tract of land conveyed to John C. McKinney and Bryan S. Barnes, by Deed recorded in Volume 4326, Page 194, Deed Records, Rockwall County, Texas, and being line common Southeast corner of a tract of land conveyed to B & R Sebastian, Inc., by Deed recorded in Volume 1251, Page 39, Deed Records, Rockwall County, Texas;

THENCE, North 00 degrees 46 minutes 25 seconds West, a distance of 193.17 feet to a 1/2 inch iron rod found for corner, said corner being the Northeast corner of said B & R Sebastian tract;

THENCE, South 89 degrees 28 minutes 20 seconds West, a distance of 450.57 feet to a 1/2 inch iron rod found for corner, said corner being the Northwest corner of said B & R Sebastian tract and lying in said East right—of—way line of F.M. Road No. 551;

THENCE, along said East right—of—way line of F.M. Road No. 551, the following bearing and distances;

North 00 degrees 53 minutes 31 seconds West, a distance of 62.32 feet to a 1/2 inch iron rod found for corner, said corner being the beginning of a curve to the left having a delta angle of 24 degrees 09 minutes 00 seconds, a radius of 432.86 feet, a chord that bears North 12 degrees 49 minutes 15 seconds West, a chord length of 181.10 feet and an arc length of 182.45 feet to a 1/2 inch iron rod found for corner;

North 24 degrees 51 minutes 01 seconds West, a distance of 118.71 feet to a 1/2 inch iron road found for corner, said corner being the beginning of a curve to the right having a delta angle of 23 degrees 02 minutes 00 seconds, a radius of 319.00 feet, and a chord that bears North 14 degrees 08 minutes 44 seconds West, a chord length of 127.38 feet and an arc length of 128.24 feet to a 1/2 inch iron rod found for corner with yellow plastic cap stamped "DCA INC";

North 01 degrees 55 minutes 40 seconds West, a distance of 417.01 feet to a 1/2 inch iron rod found for corner;

North 00 degrees 08 minutes 12 seconds West, a distance of 364.96 feet to the POINT OF BEGINNING and containing 3,162,671 square feet or 72.6049 acres of land.

BLOCK A				BLOCK	A		BLOCK A			BLOCK B			BLOCK B			BLOCK C			BLOCK D		
LOT	ACREAGE	SQ.FT.	LOT	ACREAGE	SQ.FT.	LOT	ACREAGE	SQ.FT.	LOT	ACREAGE	SQ.FT.	LOT	ACREAGE	SQ.FT.	LOT	ACREAGE	SQ.FT.	LOT	ACREAGE	SQ.FT.	
1	2.031	88480	51	0.181	7904	101	0.132	5750	1	0.193	8423	51	0.169	7374	1	0.158	6900	1	0.172	7492	
2	0.144	6284	52	0.159	6941	102	0.132	5750	2	0.141	6154	52	0.159	6935	2	0.132	5750	2	0.132	5750	
3	0.144	6284	53	0.132	5750	103	0.132	5750	3	0.142	6201	53	0.190	8266	3	0.132	5750	3	0.132	5750	
4	0.161	7007	54	0.132	5750	104	0.132	5750	4	0.135	5881	54	0.196	8535	4	0.132	5750	4	0.132	5750	
5	0.161	6994	55	0.132	5750	105	0.132	5750	5	0.198	8620	55	0.188	8187	5	0.138	6016	5	0.132	5750	
6	0.143	6219	56	0.132	5750	106	0.132	5750	6	0.272	11853	56	0.201	8742	6	0.134	5858	6	0.132	5750	
7	0.143	6219	57	0.244	10630	107	0.132	5750	7	0.132	5750	57	0.208	9048	7	0.137	5978	7	0.132	5750	
8	0.143	6219	58	0.241	10497	108	0.132	5750	8	0.132	5750	58	0.211	9182	8	0.144	6282	8	0.132	5750	
9	0.143	6219	59	0.604	26305	109	0.132	5750	9	0.132	5750	59	0.236	10301	9	0.155	6766	9	0.132	5750	
10	0.143	6219	60	0.274	11929	110	0.132	5750	10	0.132	5750	60	0.167	7289	10	0.168	7313	10	0.132	5750	
11	0.501	21839	61	0.205	8933	111	0.132	5750	11	0.132	5750	61	0.157	6847	11	0.179	7784	11	0.132	5750	
12	0.197	8560	62	0.307	13358	112	0.132	5750	12	0.132	5750	62	0.149	6488	12	0.188	8175	12	0.132	5750	
13	0.180	7855	63	0.178	7734	113	0.132	5750	13	0.132	5750	63	0.143	6212	13	0.195	8490	13	0.132	5750	
14	0.191	8340	64	0.132	5749	114	0.132	5750	14	0.132	5750	64	0.138	6016	14	0.210	9165	14	0.132	5750	
15	0.244	10626	65	0.132	5750	115	0.132	5750	15	0.132	5750	65	0.135	5898	15	0.208	9041	15	0.137	5948	
16	0.343	14925	66	0.132	5750	116	0.132	5750	16	0.132	5750	66	0.134	5859	16	0.132	5750	16	0.144	6284	
17	0.176	7666	67	0.132	5750	117	0.131	5706	17	0.132	5750	67	0.135	5897	17	0.135	5875	17	0.208	9062	
18	0.153	6669	68	0.132	5750	118	0.193	8424	18	0.132	5750	68	0.138	6013	18	0.185	8050	18	0.146	6370	
19	0.140	6102	69 70	0.132	5750	119	0.207	9038 5944	19	0.132	5750	69	0.143	6208	19	0.132	5750	19	0.138	6008	
20	0.132	5750 5750	70	0.132	5750 6500	120	0.136 0.132	5750	20	0.132 0.132	5750 5750	70	0.149 0.157	6483 6840	20	0.132 0.132	5750 5750	20	0.134	5818 5750	
21 22	0.132	5750	72	0.149	11653	121	0.132	5750	22	0.132	5750	72	0.157	7282	22	0.132	5750	22	0.132	5750	
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25	0.132	5750	75	0.132	5750	125	0.132	5750	25	0.132	6235	75	0.135	10672	25	0.132	6185	25	0.237	10345	
26	0.132	5750	76	0.141	6147	126	3.597	156699	26	0.160	6948		0.210	10072	26	0.143	6248	26	0.198	8626	
27	0.132	5750	77	0.237	10323	120	0.007	100000	27	0.160	6948				27	0.143	6239	27	0.156	6783	
28	0.132	5750	78	0.167	7264				28	0.160	6948				28	0.132	5750	28	0.143	6210	
29	0.132	5750	79	0.167	7288				29	0.160	6948				29	0.132	5750	29	0.132	5750	
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32	0.132	5750	82	0.138	6007				32	0.160	6948				32	0.158	6900	32	0.209	9112	
33	0.132	5750	83	0.134	5852				33	0.160	6948					<u> </u>		33	0.133	5801	
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36	0.132	5750	86	0.132	5750				36	0.160	6948							36	0.132	5750	
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39	0.146	6341	89	0.132	5750				39	0.132	5750							39	0.132	5750	
40	0.159	6925	90	0.153	6648				40	0.132	5750							40	0.132	5750	
41	0.188	8168	91	0.307	13393				41	0.132	5750							41	0.132	5750	
42	0.218	9485	92	0.319	13901				42	0.132	5750							42	0.132	5750	
43	0.183	7961	93	0.152	6633				43	0.132	5750							43	0.132	5750	
44	0.156	6816	94	0.132	5750				44	0.185	8050							44	0.132	5750	
45	0.145	6337	95	0.132	5750				45	0.135	5875							45	0.196	8527	
46	0.148	6439	96	0.132	5750				46	0.132	5750										
47	0.164	7136	97	0.132	5750				47	0.202	8781										
48	0.162	7048	98	0.132	5750				48	0.196	8559										
49	0.147	6406	99	0.132	5750				49	0.189	8217										
50	0.137	5950	100	0.132	5750				50	0.180	7835										

PRELIMINARY PLAT SOUTHRIDGE ESTATES

320 RESIDENTIAL LOTS
3 COMMON AREA LOTS
BEING

72.6049 ACRES

SITUATED IN THE

R. DICKENS SURVEY, A-73

CITY OF ROCKWALL ETJ

ROCKWALL COUNTY, TEXAS

OWNER:

PHAM BANG KIM

4001 133rd. AVENUE, BELLEVUE, WA. 98006
817-421-0731

DEVELOPER:

STEPHEN SELINGER

40620 TRUELOVE TRAIL, SOUTHLAKE, TX. 76092
817-421-0731

ENGINEERING CONCEPTS & DESIGN, L.P.
ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES
TEXAS FIRM REG. NO. 001145
201 WINDCO CIRCLE, SUITE 200, WYLIE TEXAS 75098

(972) 941-8400 FAX (972) 941-8401

DATE: MARCH 15, 2018

SHEET 1 OF 2 00000\DWG\00000 PP-1.dwg

BLOCK E

0.190

0.158

ACREAGE | SQ.FT.

0.145 | 6317

0.132 | 5750

0.131 5724

0.181 7890

0.202 8784

0.130 | 5679

0.132 5750

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 14
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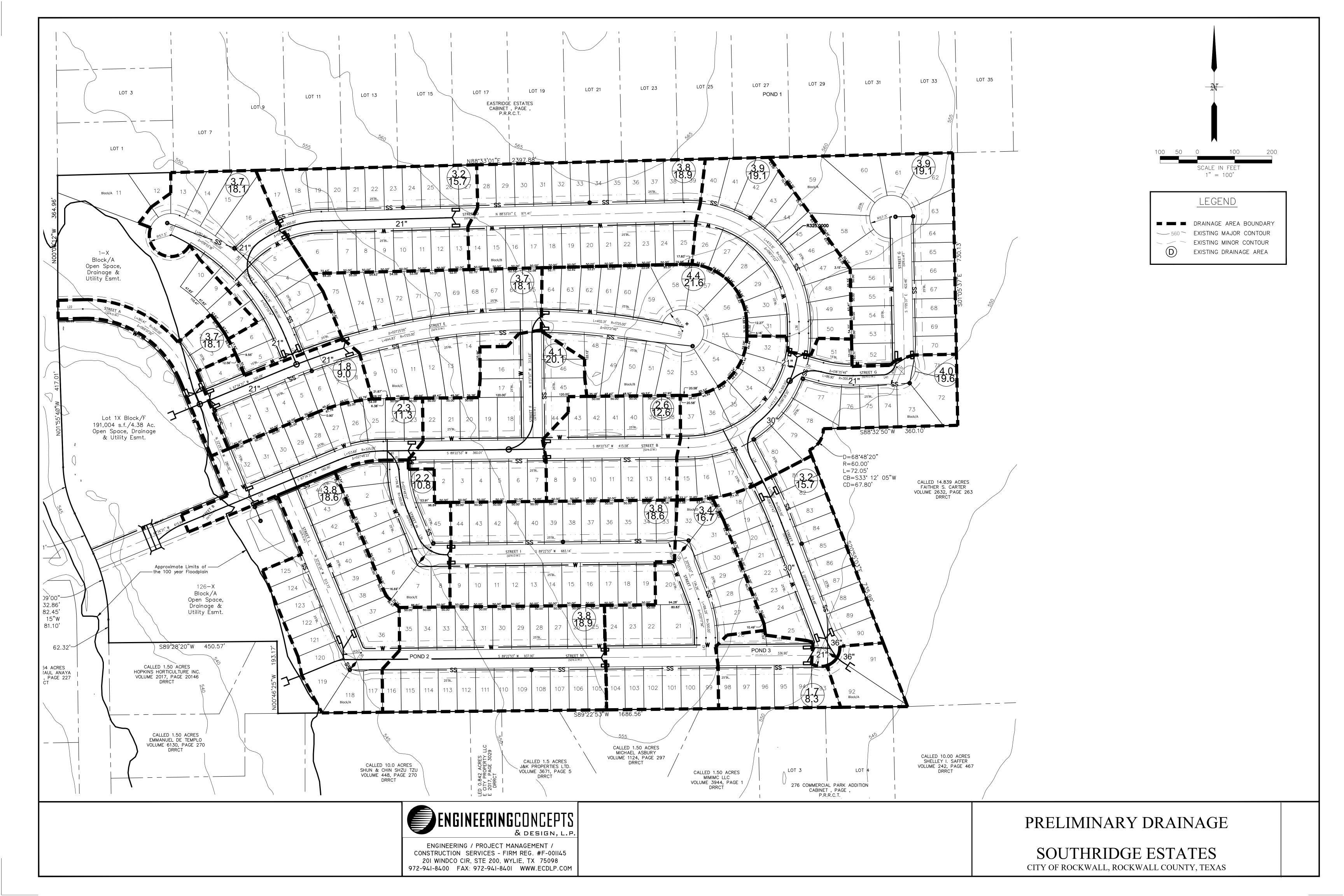
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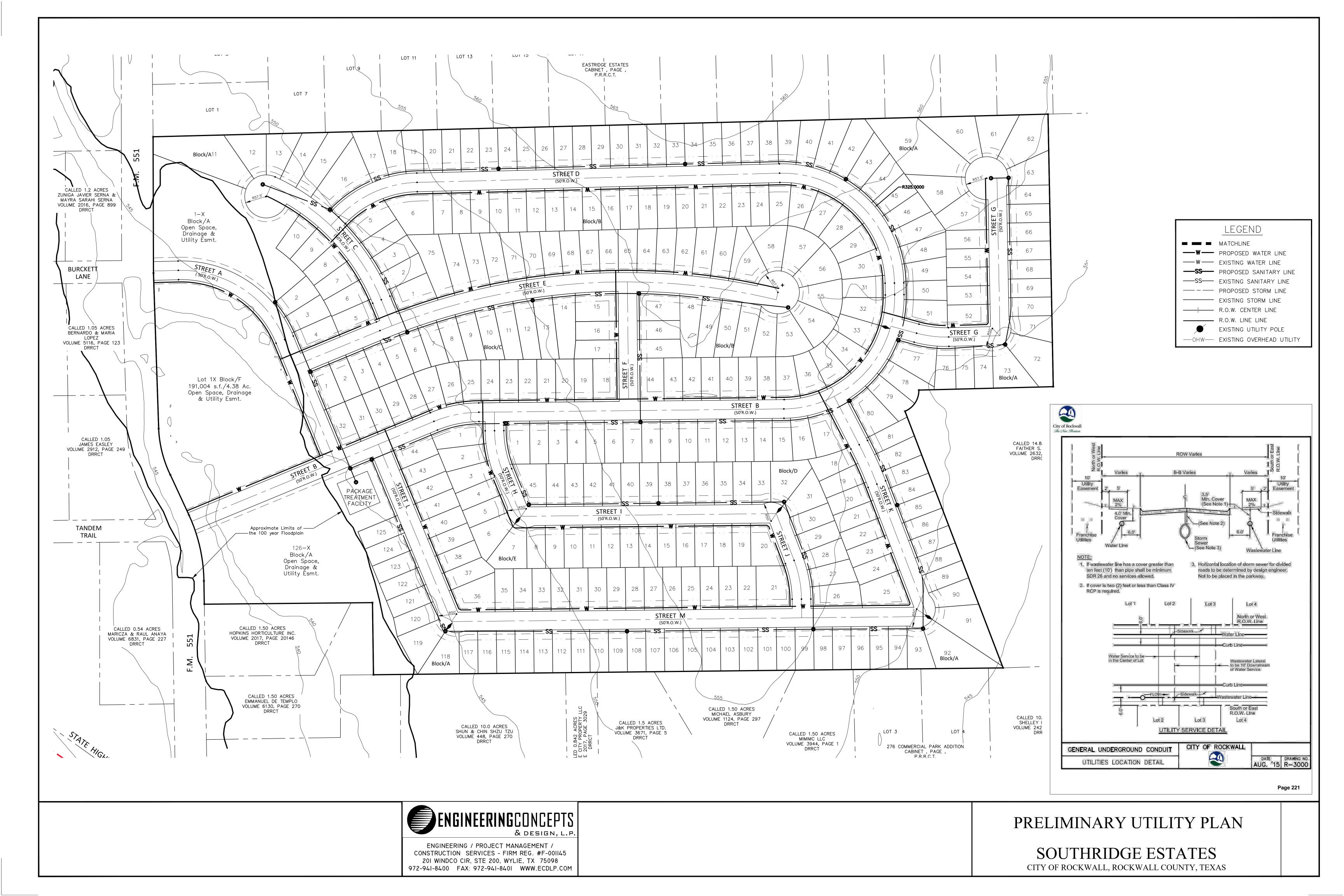
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8262

6898





INTERLOCAL COOPERATION AGREEMENT BETWEEN ROCKWALL COUNTY AND THE CITY OF ROCKWALL FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ROCKWALL

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") executed by and between Rockwall County, Texas, a political subdivision of the State of Texas (hereinafter referred to as "County"), and the City of Rockwall, a municipal corporation of the State of Texas (hereinafter referred to as "City"), dated ________, 2013, is made pursuant to Tex. Loc. Gov't Code Ch. 242.

WHEREAS, the Agreement is in accordance with the requirements of Tex. Loc. Gov't Code Chapter 242, which requires that the City and the County enter into a written agreement pertaining to regulation of subdivision plats in the Extraterritorial Jurisdiction ("ETJ") of the City; and

WHEREAS, the City and the County believe it is in the best interest of both entities to combine their respective procedures into one seamless operation with each retaining certain responsibilities as hereinafter provided in this Agreement; and

NOW, THEREFORE, in order to carry out the intent of the Parties as expressed above, and for and in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Parties, the County and the City agree as follows:

Article I. PURPOSE

- 1.01 The purpose of this Agreement is to establish and clarify each Party's obligations, costs, and the manner and method of approving subdivision plats for real property located within both the County and the ETJ of the City.
- 1.02 The ETJ of the City may fluctuate from time to time during the term of this Agreement as a result of City Council action. The City agrees to notify the County in writing within 10 days of any and all City Council action that changes the ETJ during the term of this Agreement thereby affecting subdivision platting for real property within the boundaries of the County.

Article II. TERM OF AGREEMENT

2.01 This Agreement shall be effective on January 1, 2014 and shall have an initial termination date of December 31, 2014. Thereafter, the Parties shall renew the Agreement on an annual basis. The annual renewal shall be automatic upon the expiration of the preceding one (1) year term unless one of the Parties gives the other Party written notice of its desire not to renew

- the Agreement at least ninety (90) days prior to the expiration of the then current term.
- 2.02 Any notice of intent to terminate must be delivered by deposit in the United States mail, certified, return mail receipt requested, to the other Party at the addresses set out herein. Upon termination of this Agreement, neither party will have any obligations to the other party under this Agreement, except with respect to payment for services already rendered under this Agreement, but not yet paid.

Article III. COUNTY RESPONSIBILITIES

- 3.01 The County assigns and delegates to the City the County's authority to approve subdivision plats and to issue related permits under Tex. Loc. Gov't Code Chapters 212 and 232 within the ETJ of the City, pursuant to Tex. Loc. Gov't Code Section 242.001(d), so that, except as otherwise provided in this Agreement, the City has exclusive jurisdiction to regulate subdivision plats and approve related permits in the City's ETJ utilizing the City's subdivision procedures.
- 3.02 The County will continue to administer and enforce County on-site sewage facility regulations in proposed and platted subdivisions in the City's ETJ; provided, however, that the County will reject as incomplete any application for an on-site sewage facility which is not accompanied by a plat application accepted by the City or a statement that the application is not associated with any development activity requiring approval of a subdivision or development plat.
- 3.03 This Agreement does not affect flood plain enforcement outside of the City Limits. The County will continue to be responsible for floodplain enforcement within the ETJ according to the County's Subdivision Rules and Regulations.
- 3.04 The County will continue to be responsible for accepting all public improvements that are located in the ETJ and are to be maintained by the County. The dedication and acceptance of the public improvements by the County must adhere to the County's Road Acceptance Procedures set forth in the County's Subdivision Rules and Regulations and the Unified Regulations attached hereto as Exhibit "A" and incorporated by reference herein.
- 3.05 The County agrees that it will not accept for filing any applications for plat approval for land within the City's ETJ following the effective date of this Agreement.

Article IV. CITY RESPONSIBILITIES

- **4.01.** The City will enforce its subdivision regulations and Unified Regulations, including design and construction standards, within its ETJ.
- 4.02. The City and the County agree that the Unified Regulations shall be applied exclusively in the review of proposed plats in the City's ETJ. If either party wishes to propose revisions in the future to the Unified Regulations, the proposing party will notify the other party of the proposed change(s). The parties will cooperate in determining the need for the changes, and will adopt any change agreed to by amendment of the Agreement, as amended, by their respective governing bodies.
- 4.03. The City agrees to require developers to dedicate public right-of-way pursuant to the Rockwall County Transportation Plan ("County Plan"), as currently adopted or as may be amended in the future, subject to applicable constitutional and statutory limitations for subdivisions. When it appears to the City that a requirement for dedication of right-of-way pursuant to the County Plan may exceed an applicable constitutional or statutory limitation, or if there is a conflict between the County Plan and the City of Rockwall Thoroughfare Plan, the City will notify the County, and the parties will cooperate to determine the extent of right-of-way dedication to be requested, or an alternative method of securing the needed right-of-way.
- 4.04. Where a dedication or construction requirement is to be imposed, the City, in consultation with the County, will make an initial determination of proportionality. If the applicant appeals the proportionality determination in accordance with procedures set out in the City's subdivision regulations, the City will make the final determination, again, in consultation with the County.
- 4.05. The City will notify the County upon the filing of all applications for approval of final plats. A copy of the final plat and any engineering plans will be sent to the County within ten (10) days of filing with the City for the County's review and comment. The City will make every reasonable effort to notify the County of the final action taken by the City on the application, whether approved or denied, within three (3) working days, but no later than fifteen (15) days of the City's action.
- 4.06. If an applicant requests an exception from any standard in the City's subdivision regulations, the City will bring the request before the County for review. Any variance from the City's subdivision regulations to be enforced in the ETJ must receive approval by the Commissioners Court prior to the City taking action on the plat application. Plat approval also shall be conditioned on: 1) formation of property owners associations for maintenance of any facilities not normally maintained by the County; and 2) upon provision of security instruments assigned to the County in the event

- that the applicant seeks final plat approval before construction and acceptance of capital improvements.
- 4.07. The City will deliver two copies of all recorded plats for subdivisions within the City's ETJ to the County within ten (10) working days of the recording of the subdivision plat. For all subdivisions containing more than five (5) lots, the City will also provide to the County a digital file of the subdivision plat including at least two (2) ground control GPS points in a format approved by the County.
- **4.08.** The City will confer with the Rockwall County 911 addressing Division in determining street names prior to final plat approval.
- 4.09. The City and County inspectors will have access to construction sites of subdivisions within the ETJ and the City will timely submit copies of all road design materials and road construction test results to the County during road construction. City inspectors will have inspection and approval authority over the road construction, storm water drainage construction, and on non on-site wastewater facility construction within the right-of-way and easements. The County may request that the City issue a stop-work notice if the applicable construction standards are not being met. The City will take all reasonable actions, including a stop-work order, to ensure that applicable construction standards are met, as deemed necessary by the City. The City will notify the County when construction of public improvements is completed for final acceptance by the County.
- **4.10.** The City will collect all fees and charges involved with the approval of subdivision plats, including but not limited to engineering reviews, inspections of public improvements, but not including costs associated with applications for variances or exceptions to on-site sewer facilities to be reviewed and permitted by the County, under this Agreement.
- 4.11. As an attachment to this Agreement, the City will provide a current map defining the legal boundaries of its corporate limits and areas of ETJ. The City will notify the County of any changes to the City's ETJ within ten (10) days of the effective date of the change, and the area covered by this Agreement will be amended accordingly. A change in the area covered by the Agreement will not, however, affect any rights accrued under Tex. Loc. Gov't Code Chapter 245 prior to the effective date of the change.
- **4.12.** The plats which will be subject to this Agreement are those that will be filed after the effective date of this Agreement. If the ETJ is expanded or reduced, plats must be filed with the party who has jurisdiction as defined by this Agreement.

Article V. GENERAL PROVISIONS

- **5.01. General Administration:** The County and the City will designate their respective representatives for the general administration of this Agreement.
- **5.02.** Alteration, Amendment or Modification: This Agreement may not be altered, amended, or modified, except in writing and signed by all parties to this Agreement.
- **5.03. Notice:** All notices sent pursuant to this Agreement will be in writing and must be sent by registered or certified mail, postage prepaid, return-receipt requested.

Notices sent pursuant to this Agreement will be sent to the Rockwall County Judge's Office at the following address:

County Judge Rockwall County Judge's Office 101 Rusk Street, Room 202 Rockwall, Texas 75087

Notices sent pursuant to this Agreement may be delivered or sent to the City at the following address:

City Manager City of Rockwall 385 South Goliad Rockwall, Texas 75087

When notices sent pursuant to this Agreement are mailed by registered or certified mail, notices will be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office.

- **5.04. Severability:** If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect the remaining provisions of this Agreement.
- **5.05. Breach:** The failure of either party to comply with the terms and conditions of this Agreement will constitute a breach of this Agreement. Either party will be entitled to any and all rights and remedies allowed under Texas law for any breach of this Agreement by the other party.
- 5.06. Non-Waiver: The waiver by either party of a breach of this Agreement will not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Agreement is intended

- by either party to constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law.
- **5.07. Entire Agreement:** This Interlocal Cooperative Agreement constitutes the entire Agreement between the County and the City. No other agreement, statement, or promise relating to the subject matter of this Agreement and which is not contained in this Agreement or incorporated by reference in this Agreement will be valid or binding.
- **5.08. Terms used in Document:** As used in this Agreement, the terms "Interlocal Cooperation Agreement", "Interlocal Agreement", "Agreement", and "Contract" are synonymous.
- **5.09.** Non-Defined Terms: If not specifically defined in this Agreement, words and phrases used in this Agreement will have their ordinary meaning as defined by common usage.

EXECUTED THIS 12 day of November 2013.
Rockwall County
By: Honorable Jerry Hogan Rockwall County Judge
Attest:
Felicia Morris, Court Administrator
EXECUTED THIS Ath day of Lecenher 2013.
By: Rick Crowley, City Manager
Attest:
Kristy Ashberry, City Secretary Date: 12/09/2013

EXHIBIT A

UNIFIED REGULATIONS FOR REVIEW OF PLATS IN ETJ OF CITY OF ROCKWALL

- The standards and procedures contained in the City of Rockwall Subdivision Regulations enacted by Ordinance No. 78-20, as amended before or upon the Effective Date of the Agreement, codified as sections 24-1 through 24-62 of the City Code of Ordinances, and which hereby are incorporated by reference for all purposes, shall apply exclusively to the review of all plat applications in the City's extraterritorial jurisdiction, with the exceptions contained in paragraph 2 of these Unified Regulations.
- 2. The following additional provisions, which are derived from the Rockwall County Subdivision Rules and Regulations, enacted by Order of May 29, 2007, as amended before or upon the Effective Date of the Agreement, and which hereby are incorporated by reference for all purposes, shall apply:
 - a. Road specifications for residential streets by lot size.
 - (1) Residential streets, where all lots are 1.5 acres or greater in size, shall have a minimum right-of-way of sixty (60) feet, unless additional right-of-way is needed for maintenance or drainage purposes; and a minimum pavement width of twenty-six (26) feet.
 - (2) Residential streets, where any lot is less than 1.5 acres but greater than .75 acres in size, shall have a minimum right-of-way of seventy (70) feet, unless additional right-of-way is needed for maintenance or drainage purposes; and a minimum pavement width of thirty-six (36) feet.
 - (3) Residential streets, where any lot is .75 acres in size or less, shall have a minimum right-of-way of seventy-five (75) feet, unless additional right-of-way is needed for maintenance or drainage purposes; and a minimum pavement width of forty-four (44) feet.
 - b. Minimum lot size. For development relying upon on-site sewage facilities for wastewater disposal, the minimum lot size shall be 1.5 acres. This minimum lot size shall not include any right-of-way, drainage easement, utility easement, or floodplain area. The minimum lot frontage shall not be less than one hundred fifty (150) feet at the building line.
 - **c. Building set-back.** Building and setback lines shall be fifty (50) feet from the edge of the right-of-way on all streets and roads. No

buildings shall be constructed closer than fifteen (15) feet from side or rear property lines. Building and setback lines shall be shown on both the preliminary and final plats.

- 3. The design and construction standards and guidelines contained in the City of Rockwall Standards of Design and Construction, as approved by Ordinance No. 03-27, as heretofore or hereafter amended, which hereby are incorporated by reference for all purposes, shall apply exclusively to the review of all plat applications and construction plans in the City's ETJ, with addition of the following sections to the Standards derived from Rockwall County specifications:
 - **a.** Residential Streets in the ETJ. The following standards apply to residential streets in the City's ETJ:
 - (1) Where all lots are 1.5 acres or greater in size, the minimum right-of-way shall be sixty (60) feet, unless additional right-of-way is needed for maintenance or drainage purposes; and minimum pavement width shall be twenty-six (26) feet, with six (6) inches of 3600 psi reinforced concrete, as per City standards. Subgrade shall be stabilized with seven percent (7%) lime to a depth of six (6) inches, thirty (30) feet in width.
 - (2) Where any lot is less than 1.5 acres but greater than .75 acres in size, the minimum right-of-way shall be seventy (70) feet, unless additional right-of-way is needed for maintenance or drainage purposes; and minimum pavement width shall be thirty-six (36) feet, with eight (8) inches of 3600 psi reinforced concrete, as per City standards. Subgrade shall be stabilized with seven percent (7%) lime to a depth of six (6) inches, forty (40) feet in width.
 - (3) Where any lot is .75 acres in size or less, the minimum right-of-way shall be seventy-five (75) feet, unless additional right-of-way is needed for maintenance or drainage purposes; and minimum pavement width shall be forty-four (44) feet, with eight (8) inches of 3600 psi reinforced concrete, as per City standards. Subgrade shall be stabilized with seven percent (7%) lime to a depth of six (6) inches, forty-eight (48) feet in width.
 - b. Road Acceptance in ETJ. All conditions of the Final Plat must be met. Acceptance of streets and alley improvements shall be evidenced by approval of the City of Rockwall Engineering Department and by an instrument approved by the Rockwall County Commissioners Court in accordance with the Rockwall County Subdivision Rules and Regulations.

No acceptance will be considered by the County until the County's Designated Agent receives a certificate from the City of Rockwall Engineering Department, certifying that all improvements have been completed in accordance with the approved construction plans. All costs associated with furnishing the necessary certificate shall be borne by the Subdivider.

c. Storm Drainage in the ETJ.

(1) Roads with Side Ditches.

- a. Side road ditches shall be designed to carry the 100-year developed flow and shall have a maximum side slope of 5:1.
- b. Cross road culverts shall be designed to carry the 100-year developed flow.
- c. Drainage channels shall be designed to carry the 100-year developed flow.
- d. The entire subdivision shall be designed so that no flooding of buildings or parking lots shall occur with the 100-year developed flow. The finished floor of buildings are to be a minimum of two (2) feet above the 100-year ultimate (developed) floodplain elevation. Parking lots shall be a minimum of one (1) foot above the 100-year ultimate (developed) floodplain elevation.

(2) Drainage Easements.

- a. The area identified as a drainage easement shall be subtracted from the raw lot size in determination of acceptable lot size for construction.
- b. Drainage easements shall generally be located along the existing drainage way.
- c. Open channels with top widths from zero (0) to fifty (50) feet require top width plus twenty-five (25) feet.
- d. Open channels with top widths greater than fifty (50) feet require top width plus twenty-five (25) feet per side.
- e. Enclosed pipes require twenty (20) feet minimum width.
- f. All easements shall be so designed to allow maintenance equipment to enter the easement for performance of necessary work.
- (3) <u>Lots in floodplains</u>. For subdivisions that are located in a flood zone, as shown on the current Flood Insurance Rate Map (FIRM) for Rockwall County, the applicable minimum lot size shall be calculated by subtracting from the proposed lot size any land in the floodplain. Neither the City nor the County shall have

responsibility to provide and maintain drainage for the purpose of flood damage reduction on individual private lots located in the floodplain.

d. Private Utilities in ETJ.

(1) <u>Size and Location:</u> Utility easements shall be a minimum of fifteen (15) feet in width, and normally located along a property or lot line. It shall be the duty of the Subdivider to insure that all easements are of the proper width and location to serve the using utility companies. Utility lines crossing a road shall be installed a minimum of thirty-six (36) inches below the ditch line. All lines must be encased in steel pipe or concrete a minimum of two (2) feet beyond ditch line.

(2) Private Mailboxes.

- a. <u>Community Mailboxes</u>. For purposes of public safety, use of clustered or community mail facilities should be used whenever possible to reduce collision hazards.
- b. <u>Mailbox Placement</u>. Mailboxes shall be set a minimum of three (3) feet from the edge of the pavement. When placement of a mailbox outside the three-foot minimum is not possible, a mailbox of "break-away design" shall be used.
- c. Mailbox Requirements. All mailboxes within the road right-of-way shall meet the current Texas Department of Transportation (TXDOT) standards on streets with speed limits in excess of forty (40) miles per hour. All mailboxes must satisfy Post Office requirements and shall be erected in a place and manner that does not impede visibility. In the TXDOT and Post Office standards for mailboxes conflict, the more stringent standard shall apply.
- 4. The standards and procedures contained in Rockwall County Subdivision Standards, Article Ten, On-site Wastewater Rules, enacted by Order of May 29, 2007, as amended before or upon the Effective Date of the Agreement, and which hereby are incorporated by reference for all purposes, shall apply exclusively to the review of all applications for on-site sewage disposal within the City's ETJ. Where proposed developments require or seek centralized wastewater services, the City of Rockwall Subdivision Regulations and related main extension policies, standards and procedures shall exclusively apply.