

CITY OF ROCKWALL

ORDINANCE NO. 07-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (ORD. NO. 04-38) OF THE CITY OF ROCKWALL, AS PREVIOUSLY AMENDED, SO AS TO CHANGE THE ZONING FROM (AG) AGRICULTURAL DISTRICT TO (PD-70) PLANNED DEVELOPMENT NO. 70 DISTRICT ON A 395.075-ACRE TRACT OF LAND SITUATED IN THE W.T. DEWEESE SURVEY, ABSTRACT NO. 71 AND THE S. KING SURVEY, AND BEING ALL OF A CALLED 392.938-ACRE TRACT OF LAND, CONVEYED TO W.W. CARUTH, JR. BY DEED RECORDED IN VOLUME 64, PAGE 22, DEED RECORDS, ROCKWALL COUNTY , TEXAS (D.R.R.C.T.) AND ALSO BEING ALL OF A CALLED 2.25-ACRE TRACT CONVEYED TO SODEN H. HARRIS AND WIFE, ADRINE V. HARRIS BY DEED RECORDED IN VOLUME 50, PAGE 375, (D.R.R.C.T.), AND MORE FULLY DESCRIBED HEREIN AS EXHIBIT "A"; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has received a request from Skorburg Retail Corporation, (hereinafter, together with its successors and assigns, "Developer"), for an amendment to the Unified Development Code (Ord. No. 04-38) of the City of Rockwall (the "Unified Development Code") to change the zoning from (AG) Agricultural District to (PD-70) Planned Development No. 70, on a 395.075-acre tract of land situated in the W.T. Deweese Survey, Abstract No. 71 and the S. King Survey, and being all of a called 392.938-acre tract of land, conveyed to W.W. Caruth, Jr. by deed recorded in volume 64, page 22, deed records, Rockwall County, Texas (D.R.R.C.T.) and also being all of a called 2.25-acre tract conveyed to Soden H. Harris and Wife, Adrine V. Harris by deed recorded in volume 50, page 375, (D.R.R.C.T.), hereinafter "the Property," and more fully described on Exhibit "A," which is attached hereto and incorporated by reference herein; and

WHEREAS, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area, and in the vicinity thereof, and the governing body in the exercise of its legislative discretion, has concluded that the Unified Development Code should be amended as follows:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS:

Section 1. That the Unified Development Code, as heretofore amended, shall be further amended by amending the zoning map of the City of Rockwall so as to change the zoning district classification for the Property from (Ag) Agricultural district to (PD-70) Planned Development No. 70 (the "District").

Section 2. That development of the Property shall generally be in accordance with the Concept Plan, attached hereto and incorporated herein by reference as Exhibit "B" (as such Concept Plan may be amended from time to time in accordance with the City of Rockwall Unified Development Code); the PD Development Standards, attached hereto and incorporated herein by reference as Exhibit "C", each of which is deemed hereby to be a condition of approval of the change in zoning classification for the Property;

Section 3. That a master parks and open space plan for the Property, prepared in accordance with this ordinance and consistent with the Concept Plan, ("Open Space Master Plan") shall be considered for approval by the City Council following recommendation of the Parks and Recreation Board.

Section 4. (a) The procedures set forth in the City's subdivision regulations on the date this ordinance is approved by the City, as amended by this ordinance (including Subsections 4(b) through 4(f) below), shall be the exclusive procedures applicable to the subdivision and platting of the Property.

(b) The following plans and plats shall be required in the order listed below (except as set forth below with regard to simultaneous processing and approvals). The City Council shall act on an application for an Open Space Master Plan in accordance with the time period specified in Section 212.009 of the Texas Local Government Code.

- (1) Open Space Master Plan
- (2) Master plat
- (3) PD development plans (required for retail areas only)
- (4) PD site plans
- (5) Preliminary plats
- (6) Final plats

(c) A master plat application covering all of the Property, other than the area designated on the Concept Plan as "Retail," shall be submitted and shall identify each phase of development. No master plat application shall be approved until the Open Space Master Plan for all of the Property has been approved; however, the Open Space Master Plan may be processed by the City concurrently with the master plat application.

(d) A PD development plan must be approved for the area designated on the Concept Plan as "Retail," however, the PD Development Plan application may be processed by the City concurrently with a preliminary plat application and a PD site plan application. No master plat is required for the area designated on the Concept Plan as "Retail."

(e) A preliminary plat application shall be submitted for each phase of residential development. A PD site plan application, including a site plan application for improvements for parkland or trails, may be processed by the City concurrently with a preliminary plat application for that phase of the development.

(f) A capital facilities agreement in the form of Exhibit "D" attached hereto and incorporated herein by reference ("Capital Facilities Agreement") shall be executed by Developer providing for delivery of adequate public facilities and services within the District.

Section 5. That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine not to exceed the sum of TWO THOUSAND DOLLARS (\$2,000.00) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

Section 6. That if any section, paragraph, or provision of this ordinance or the application of that section, paragraph, or provision to any person, firm, corporation or situation is for any reason judged invalid, the adjudication shall not affect any other section, paragraph, or provision of this ordinance or the application of any other section, paragraph or provision to any other person, firm, corporation or situation, nor shall adjudication affect any other section, paragraph, or provision of the Unified Development Code, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions for this ordinance are declared to be severable.

Section 7. The standards in this ordinance shall control in the event of a conflict between this ordinance and any provision of the Unified Development Code or any provision of the City Code, ordinance, resolution, rule, regulation, or procedure that provides a specific standard that is different from and inconsistent with this ordinance. References to zoning district regulations or other standards in the Unified Development Code (including references to the "Unified Development Code"), and references to overlay districts, in this ordinance or any of the Exhibits hereto are those in effect on the date this ordinance was passed and approved by the City Council of the City of Rockwall, Texas.

Section 8. That this ordinance shall take effect immediately from and after its passage and the publication of the caption of said ordinance as the law in such cases provides.


PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, this 2nd day of April, 2007.



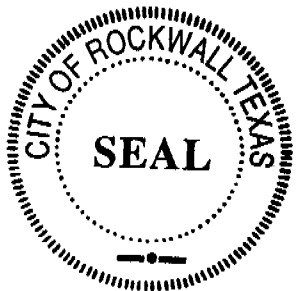
William R. Cecil, Mayor

ATTEST:


Dorothy Brooks, TRMC, City Secretary

APPROVED AS TO FORM:


Pete Eckert, City Attorney



1st Reading: 03-19-07
2nd Reading: 04-02-07

EXHIBIT A

LEGAL DESCRIPTION FOR PROPERTY

LEGAL DESCRIPTION

BEING A 305.075 ACRE TRACT OF LAND SITUATED IN THE W/4
DOWNSIE SURVEY, ABSTRACT NO 71 AND THE S 3000 SURVEY,
ABSTRACT NO 151 CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS
AND BEING ALL OF A CALLED 302.838 ACRE TRACT OF LAND
CONVEYED TO W W CARWON JR BY DEED RECORDED IN VOLUME 84
PAGE 22 DEED RECORDS, ROCKWALL COUNTY, TEXAS (D.B.R.C.T.) AND ALSO
BEING ALL OF A CALLED 2.25 ACRES TRACT CONVEYED TO SUDEN H HARRIS AND
WIFE ADRAGE V HARRIS BY DEED RECORDED IN VOLUME 50 PAGE 575, D.B.R.C.T.
BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

BEGINNING AT A 1/2 INCH IRON PIPE FOUND FOR A NORTHEAST
CORNER OF AFORESAID 302.838 ACRE TRACT AND BEING THE
NORTHWEST CORNER OF ROCKWALL MIDDLE SCHOOL NO 4
ADDITION TO THE COUNTY OF ROCKWALL BY PLAT
RECORDED IN CABINET F PAGE 37, PLAT RECORDS ROCKWALL
COUNTY TEXAS AND BEING ON THE SOUTH RIGHT-OF-WAY
LINE OF F M 522 (A VARIABLE WIDTH RIGHT-OF-WAY)

THENCE SOUTH 00 DEGREES 35 MINUTES 35 SECONDS EAST ALONG
A EAST LINE OF AFORESAID 302.838 ACRE TRACT AND
THE COMMON WEST LINE OF AFORESAID ROCKWALL MIDDLE
SCHOOL NO 4 ADDITION, A DISTANCE OF 1870.02 FEET
TO 1/2 INCH CAPPED IRON ROD FOUND FOR THE INTER-
SECTION CORNER OF SAID 302.838 ACRE TRACT AND THE
SOUTHWEST CORNER OF SAID ROCKWALL MIDDLE SCHOOL
NO 4 ADDITION

THENCE NORTH 89 DEGREES 26 MINUTES 13 SECONDS EAST ALONG
A NORTH LINE OF AFORESAID 302.838 ACRE TRACT AND
THE COMMON SOUTH LINE OF AFORESAID ROCKWALL MIDDLE
SCHOOL NO 4 ADDITION, A DISTANCE OF 1531.00 FEET
TO A POINT SET FOR A NORTHEAST CORNER OF SAID
302.838 ACRE TRACT IN THE APPROXIMATE CENTERLINE
OF HAYES ROAD (A VARIABLE WIDTH PRESUMPTIVE RIGHT-
OF-WAY) AND BEING ON THE WEST LINE OF A CALLED
18.00 ACRE TRACT OF LAND CONVEYED TO STEVE L
BRANDEN AND WIFE LUTIC C BRANDEN BY DEED RECORDED
IN VOLUME 234 PAGE 527 DEED RECORDS ROCKWALL
COUNTY TEXAS A 1/2 INCH CAPPED IRON ROD FOUND
BEARS NORTH 87 DEGREES 58 MINUTES 03 SECONDS E
A DISTANCE OF 22.82 FEET

THENCE SOUTH 00 DEGREES 35 MINUTES 35 SECONDS EAST ALONG
THE EAST LINE OF AFORESAID 302.838 ACRE TRACT AND
THE APPROXIMATE CENTERLINE OF AFORESAID HAYES ROAD
AND THE WEST LINE OF AFORESAID 18.00 ACRE TRACT
AND THE WEST LINE OF A CALLED 11.128 ACRE TRACT OF
LAND CONVEYED TO LOON A SHAIN BY DEED RECORDED IN
VOLUME 180 PAGE 1, DEED RECORDS ROCKWALL COUNTY
TEXAS AND THE WEST LINE OF A CALLED 32 ACRES AND
32.5 ACRES TRACTS OF LAND CONVEYED TO ROY LEE HANCE
BY DEED RECORDED IN VOLUME 88 PAGE 64 DEED
RECORDS ROCKWALL COUNTY TEXAS AND THE WEST LINE
OF A CALLED 28.2 ACRE AND 44.3 ACRE TRACTS OF LAND
CONVEYED TO ROY L HANCE BY DEED RECORDED IN
VOLUME 48 PAGE 73 DEED RECORDS ROCKWALL COUNTY
TEXAS A DISTANCE OF 2080.56 FEET TO A P.N. MARK
SET FOR THE SOUTHEAST CORNER OF SAID 302.838 ACRE
TRACT AND BEING ON THE NORTH LINE OF A CALLED
38.838 ACRE TRACT OF LAND CONVEYED TO ROY L HANCE
AND WIFE, RANDA B HANCE BY DEED RECORDED IN
VOLUME 91 PAGE 107 DEED RECORDS ROCKWALL
COUNTY TEXAS

THENCE ALONG THE SOUTH LINE OF AFORESAID 302.838 ACRE
TRACT AND THE COMMON NORTH LINE OF AFORESAID
30.038 ACRE TRACT AND THE NORTH LINE OF GRUEL RUN
VALLEY NO 2 AN ADDITION TO THE CITY OF ROCKWALL
BY PLAT RECORDED IN CABINET F PAGE 125 PLAT
RECORDS, ROCKWALL COUNTY, TEXAS AND THE NORTH LINE
OF GRUEL RUN VALLEY NO 1 AN ADDITION TO THE CITY
OF ROCKWALL BY PLAT RECORDED IN CABINET E, PAGE
63 PLAT RECORDS ROCKWALL COUNTY, TEXAS AND THE
NORTH LINE OF GRUEL RUN VALLEY, AN ADDITION TO THE
CITY OF ROCKWALL BY PLAT RECORDED IN CABINET E
PAGE 67 PLAT RECORDS ROCKWALL COUNTY TEXAS THE
FOLLOWING COURSES AND DISTANCES

SOUTH 89 DEGREES 24 MINUTES 28 SECONDS WEST A
DISTANCE OF 2384.65 FEET TO A 5/8 INCH IRON ROD
WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS"
SET FOR CORNER.

SOUTH 88 DEGREES 24 MINUTES 39 SECONDS WEST A
DISTANCE OF 688.72 FEET TO A 5/8 INCH IRON ROD
WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS"
SET FOR A SOUTHWEST CORNER OF AFORESAID 302.838
ACRE TRACT.

THENCE NORTH 84 DEGREES 44 MINUTES 31 SECONDS WEST A
DISTANCE OF 185.74 FEET TO A 1/2 INCH IRON PIPE
FOUND FOR CORNER ON THE EAST RIGHT-OF-WAY OF STATE
HIGHWAY 286 (A 100 RIGHT-OF-WAY)

THENCE ALONG THE WEST LINE OF AFORESAID 302.838 ACRE
TRACT AND THE COMMON EAST RIGHT-OF-WAY OF
AFORESAID STATE HIGHWAY 286 THE FOLLOWING COURSES
AND DISTANCES

NORTH 14 DEGREES 18 MINUTES 48 SECONDS WEST A
DISTANCE OF 1842.88 FEET TO A 5/8 INCH IRON ROD
WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS"
SET FOR CORNER AND THE BEGINNING OF A TANGENT
CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 18
DEGREES 28 MINUTES 20 SECONDS A RADIUS OF 5480.00
FEET, A CHORD BEARING OF NORTH 88 DEGREES 11
MINUTES 27 SECONDS WEST AND A CHORD LENGTH OF
1018.74 FEET

ALONG SAID TANGENT CURVE TO THE RIGHT AN ARC
LENGTH OF 1017.00 FEET TO A CONCRETE RIGHT-OF-WAY
MONUMENT FOUND FOR CORNER

NORTH 04 DEGREES 03 MINUTES 51 SECONDS WEST A
DISTANCE OF 378.29 FEET TO A 5/8 INCH IRON ROD
WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS"
SET FOR CORNER, A CONCRETE RIGHT-OF-WAY MONUMENT
FOUND BEARS SOUTH 00 DEGREES 29 MINUTES 29 SECONDS
WEST A DISTANCE OF 4.18 FEET AND BEING THE
BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A
CENTRAL ANGLE OF 83 DEGREES 07 MINUTES 00 SECONDS
A RADIUS OF 5480.00 FEET A CHORD BEARING OF NORTH
02 DEGREES 20 MINUTES 27 SECONDS WEST AND A CHORD
LENGTH OF 308.93 FEET

ALONG SAID TANGENT CURVE TO THE RIGHT AN ARC
LENGTH OF 308.93 FEET, TO A 5/8 INCH IRON ROD WITH
A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET
FOR CORNER, A CONCRETE RIGHT-OF-WAY MONUMENT FOUND
BEARS SOUTH 00 DEGREES 40 MINUTES 01 SECONDS EAST
A DISTANCE OF 3.88 FEET

NORTH 00 DEGREES 38 MINUTES 57 SECONDS WEST A
DISTANCE OF 1429.13 FEET TO A 5/8 INCH IRON ROD
WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS"
SET FOR CORNER, A CONCRETE RIGHT-OF-WAY MONUMENT
FOUND BEARS SOUTH TO DEGREES 34 MINUTES 36 SECONDS
EAST, A DISTANCE OF 5.48 FEET

NORTH 44 DEGREES 58 MINUTES 31 SECONDS EAST A
DISTANCE OF 86.41 FEET TO A 5/8 INCH IRON ROD WITH
A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET
FOR CORNER AT THE INTERSECTION OF THE EAST RIGHT-
OF-WAY OF AFORESAID STATE HIGHWAY 286 AND THE
SOUTH RIGHT-OF-WAY OF AFORESAID F M 522 A
CONCRETE RIGHT-OF-WAY MONUMENT FOUND BEARS SOUTH
83 DEGREES 49 MINUTES 08 SECONDS WEST A DISTANCE
OF 19.88 FEET

THENCE ALONG THE NORTH LINE OF AFORESAID 302.838 ACRE
TRACT AND THE COMMON SOUTH RIGHT-OF-WAY OF
AFORESAID F M 522 THE FOLLOWING COURSES AND
DISTANCES










NORTH 88 DEGREES 08 MINUTES 25 SECONDS EAST A
DISTANCE OF 1800.00 FEET TO A 5/8 INCH IRON ROD
WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS"
SET FOR CORNER

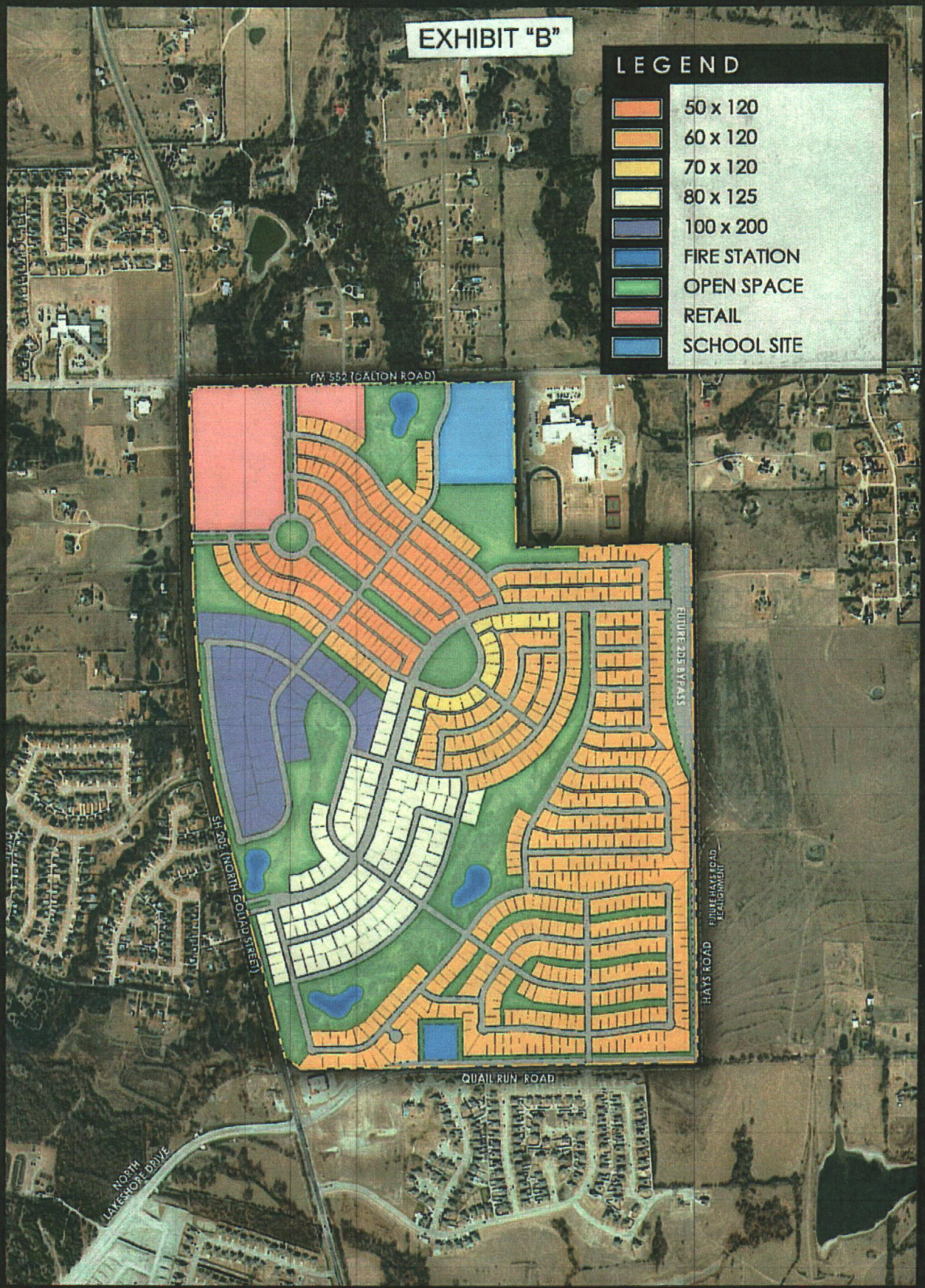
SOUTH 00 DEGREES 30 MINUTES 35 SECONDS EAST, A
DISTANCE OF 18.00 FEET TO A 5/8 INCH IRON ROD WITH
A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET
FOR CORNER

NORTH 89 DEGREES 09 MINUTES 25 SECONDS EAST A
DISTANCE OF 821.43 FEET TO THE POINT OF BEGINNING
AND CONTAINING 305.075 ACRES OF LAND, MORE OR
LESS

EXHIBIT "B"

LEGEND

-  50 x 120
-  60 x 120
-  70 x 120
-  80 x 125
-  100 x 200
-  FIRE STATION
-  OPEN SPACE
-  RETAIL
-  SCHOOL SITE



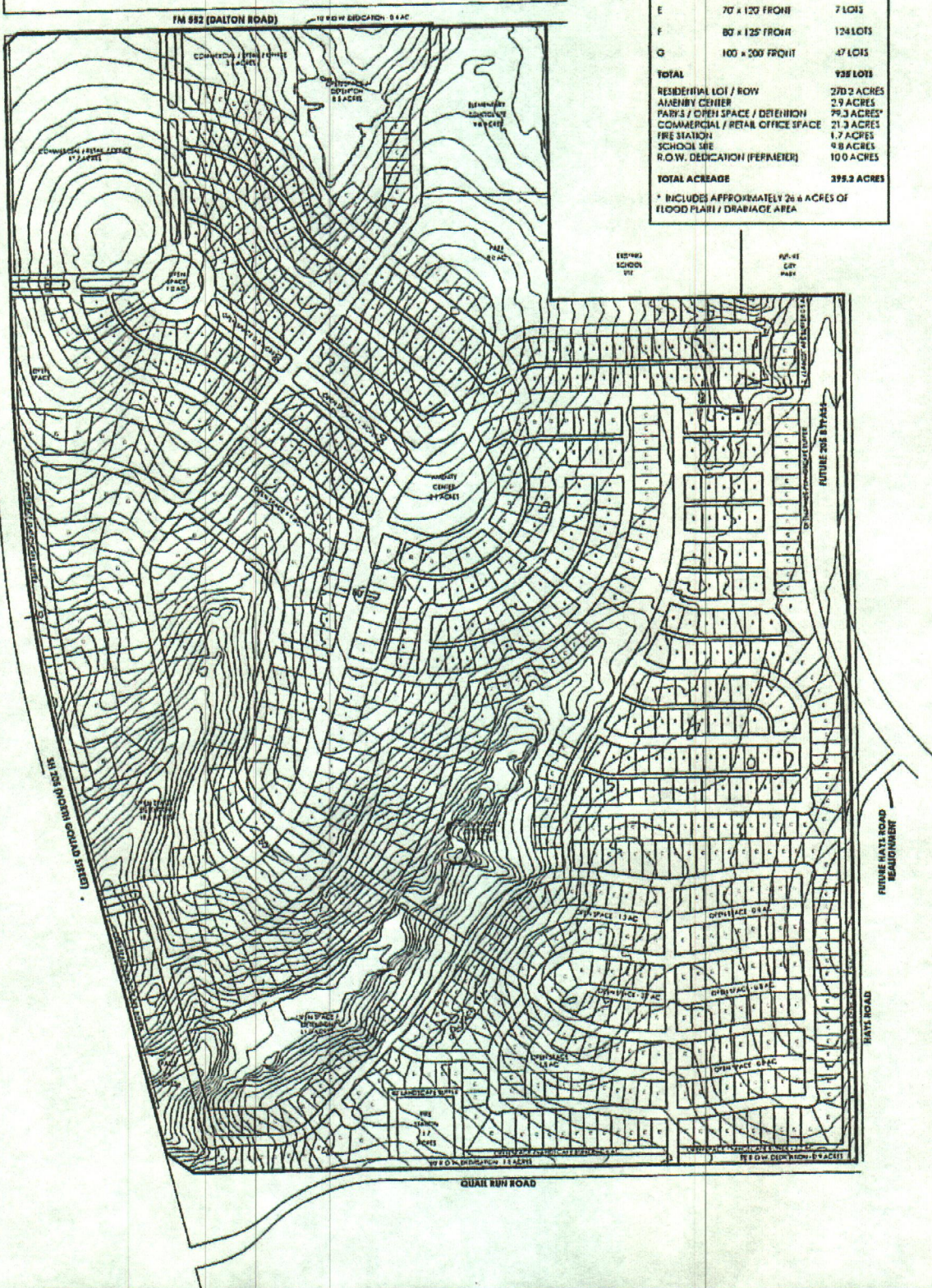
CONCEPTUAL LAND PLAN
Caruth Tract
 Rockwall, Texas
 February 13, 2007



urbandesign
 Carter-Burgess

EXHIBIT "B"

| TYPICAL LOT TYPE | DESCRIPTION | UNITS |
|--|-------------------|--------------------|
| A | 50' x 120' ALLEY | 172 LOTS |
| B | 60' x 120' ALLEY | 140 LOTS |
| C | 60' x 120' FRONT | 376 LOTS |
| D | 70' x 120' ALLEY | 19 LOTS |
| E | 70' x 120' FRONT | 7 LOTS |
| F | 80' x 125' FRONT | 124 LOTS |
| G | 100' x 200' FRONT | 47 LOTS |
| TOTAL | | 938 LOTS |
| RESIDENTIAL LOT / ROW | | 270.2 ACRES |
| AMENITY CENTER | | 2.9 ACRES |
| PARKS / OPEN SPACE / DETENTION | | 39.3 ACRES |
| COMMERCIAL / RETAIL OFFICE SPACE | | 21.3 ACRES |
| FIRE STATION | | 1.7 ACRES |
| SCHOOL SITE | | 9.8 ACRES |
| R.O.W. DEDICATION (FUTURE) | | 10.0 ACRES |
| TOTAL ACREAGE | | 399.2 ACRES |
| * INCLUDES APPROXIMATELY 26.6 ACRES OF FLOOD PLAIN / DRAINAGE AREA | | |



CONCEPTUAL LAND PLAN
Caruth Tract
 Rockwall, Texas
 January 16, 2007

0 100 200 400 800

urbancdesign
 Carter Burgess
 PLANNING ARCHITECTURE AND INTERIOR DESIGN SERVICES

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Exhibit "C"

Planned Development District No. 70

PD DEVELOPMENT STANDARDS

A. GENERAL REQUIREMENTS

1. **Uses Allowed.** The following uses are permitted within the District.

a. *Residential uses.* Uses permitted of right or by special use permit for the **(SF-10) Single Family Residential District**, as set forth in Article IV, Permissible Uses, of the Unified Development Code, shall be allowed for areas designated as Single-Family, on the Concept Plan, subject to approval of a Special Use Permit if required by the SF-10 District Regulations.

b. *Non-residential uses.* Non-residential uses shall be allowed only within the area designated as Retail on the approved Concept Plan for the District, and are limited to those uses permitted of right or by special use permit for the **(GR) General Retail District** subject to approval of a PD Development Plan and PD Site Plan in accordance with the Planned Development District regulations, Article X, section 2 of the Unified Development Code, and subject to approval of a Special Use Permit if required by the GR District Regulations; provided, however, that the following uses are expressly prohibited:

- Animal boarding/kennel without outside pens
- Animal Hospital, Clinic
- Convent or Monastery
- Hotel or Motel
- Hotel, Residence
- Cemetery/Mausoleum
- Mortuary of Funeral Chapel
- Social Service Provider
- Billiard Parlor or Pool Hall
- Carnival, Circus, or Amusement Ride
- Commercial Amusement/Recreation (Outside)
- Gun Club, Skeet or Target Range (indoor)
- Astrologer, Hypnotist, or Psychic Art and Science
- Garden Supply/Plant Nursery
- Night Club, Discotheque, or Dance Hall
- Secondhand Dealer
- Auto Repair Garage, Minor

- Car Wash, Self Service*
- Service Station*
- Mining and Extraction (Sand, Gravel, Oil & other)
- Helipad
- Railroad Yard or Shop
- Transit Passenger Facility

*Not including a convenience store with an accessory car wash use or more than 2 gas pumps, which accessory uses are permitted by SUP.

The following additional use shall be permitted of right in the PD District:

- Grocery Store with a maximum building area of eighty thousand (80,000) square feet
- c. *Design of non-residential uses.* The retail area shall be designed to be pedestrian-oriented and easily accessible to adjacent residential neighborhoods. Additionally, the retail area shall be designed and constructed to be integrated with adjacent uses, not separated from them by screening walls or other physical barriers. This will be accomplished by creating paths from adjacent development into the retail area and through the use of landscaping buffers, building design and other urban design elements to create compatibility with the surrounding residential neighborhood.
- d. *Density and lot composition.* No more than 935 single-family residential dwelling units may be constructed within the District. Except as provided in subsection (e), single-family residential units shall be allocated by product type in accordance with the following table:

Table 1

LOT COMPOSITION

| LOT TYPE | LOT SIZE (TYPICAL) | LOT SQ. FT. (MINIMUM) (TOTAL) | Driveway Access | Units (TOTAL) | Total Dwelling Units % |
|------------------------------------|---------------------|---------------------------------|-----------------|---------------|------------------------|
| A | 50' x 120' | 6,000 | Rear | 172 | 18.4% |
| B | 60' x 120' | 7,200 | Rear | 190 | 20.3% |
| C | 60' x 120' | 7,200 | Front | 376 | 40.2% |
| D | 70' x 120' | 8,400 | Rear | 19 | 2.0% |
| E | 70' x 120' | 8,400 | Front | 7 | 0.8% |
| F | 80' x 125' | 10,000 | Front | 124 | 13.3% |
| G | 100' x 200' | 20,000 | Front | 47 | 5.0% |
| Average Lot Size | | 8,000 | | | |
| MAXIMUM ALLOWED TOTAL UNITS | | | | 935 | 100% |

e. *Variation in lot composition.* The allocation of single-family dwellings among lot types may deviate from that in subsection (d), provided that the maximum allowed total dwelling units does not exceed 935 units, the average lot size for the development is not less than 8,000 sq. ft., and the following rules are met:

- (1) Lot types "A,B,C,D&E" may increase not more than 5% in aggregate number.
- (2) Lot Type "F" shall not be decreased below 124 lots of the total lots developed in the District.
- (3) Lot Type "G" shall not be decreased below 47 lots of the total lots developed in the District.

2. **Development Standards Applicable.**

a. *Residential uses.* Except as may be modified by these PD Development Standards, residential uses shall be subject to the development standards for a **(SF-10) Single Family Residential District**, as set forth in Article V, District Development Standards for Section 3.4 of the Unified Development Code; to the development standards in the North 205 Overlay District and the 205 Bypass Overlay District; and the and to all supplemental standards contained in the Unified Development Code in effect on the effective date of this ordinance.

b. *Non-residential uses.* Except as may be modified by these PD Development Standards, non-residential uses shall be subject to the development standards for a **(GR) General Retail District**, as set forth in Article V, District Development Standards for Section 4.4 of the Unified Development Code, to the development standards in the North 205 Overlay District and to all supplemental standards contained in such Code in effect on the effective date of this ordinance.

3. **Property Owner's Association.** A property owner's association (the "Association") shall be formed and duly incorporated in the State of Texas for the Property. Membership shall be mandatory for the owner of each residential lot within the Property. This association shall be established to ensure the proper maintenance of all common areas for which the Association is either the owner or is the party designated as responsible for maintenance. The bylaws of this Association shall establish a system of payment of dues, a system of enforcement of its rules and regulations; and an explanation of the responsibility of each member with regard to the common areas. The bylaws shall be submitted to the Director of Planning for review and approval, not to be unreasonably withheld, for conformity with this paragraph prior to the initial transfer to the Association of ownership of any real property.

4. **Architectural Review.** All developments within the PD District shall be reviewed by the architectural review committee ("ARC") for the Property, which will be composed of Developer representatives, throughout the completion of development. The ARC shall remain in effect until all new construction has concluded. City of Rockwall building permits shall not be issued prior to ARC approval. Certification of ARC approval shall be submitted with each building permit application, which shall comply with all anti-monotony standards as described in Section 3 of this document "Ant-monotony Matrix".

B. **SPECIAL DEVELOPMENT STANDARDS**

1. **Dimensional Standards for Residential Uses -- Lot Type Matrix.**

Table 2

| | A | B&C | D&E | F | G |
|---|-------|-------|-------|----------|--------|
| Lot Types | A | B&C | D&E | F | G |
| Maximum Building Height | 36' | 36' | 36' | 36' | |
| Air Conditioned Square Footage (Minimum) | 1,800 | 2,200 | 2,400 | 2,600*** | 3,000 |
| Minimum Building Setback: Front Yard | 15' | 20' | 20' | 20' | 25' |
| <i>Front porch may encroach to within 10' of front property line.</i> | X | X' | | | |
| Rear Yard | 10' | 10' | 10' | 15' | 15' |
| Interior Side Yard | 5' | 5' | 6' | 6' | 7' |
| Corner (Side) Yard | 15' | 15' | 15' | 15' | |
| Minimum Distance of driveway from prop. line. (applicable to front entry only) | N/A | 20' | 20' | 20' | 25' |
| Minimum Lot Area - Square Feet | 6,000 | 7,200 | 8,400 | 10,000 | 20,000 |
| **Minimum Lot Frontage | 50' | 60' | 70' | 80' | 100' |

**Lots fronting onto curvilinear streets, cul-de-sacs and eyebrows may be reduced by twenty percent (20%) in lot width measured at the front property line provided that the lot width will be met at the front building line. Additionally, the lot depth on lots fronting onto curvilinear streets, cul-de-sacs and eyebrows may be reduced by up to 10 percent (10%) but shall meet the minimum lot size for each lot type as referenced within Table 1.

***A maximum of 20% of the lots may have homes not less than 2,500 sq. ft.

2. **Development Standards for Residential Uses by Lot (Product) Type**

a. **Detached Single Family Lot Type A**

| | |
|---|--|
| Minimum Lot Size | 6,000 SF |
| Minimum Lot Width @ Front Bldg. Line | 50' |
| Minimum Lot Depth | 110' |
| Minimum Corner Lot Width | 55' |
| Side Yard Setback | 5' |
| Front / Rear Bldg. Line | 15/10' |
| Minimum House Size | 1,800 air conditioned sq. ft. |
| Minimum Roof Pitch | 8:12 except for 4:12 on porch roofs |
| Masonry Requirement | 80% (brick, stone, cultured stone, 3-part stucco, cementitious siding with color palette) |
| Garage Orientation | Alley access required for lots. |
| Maximum Lot Coverage: | 75% |

b. **Detached Single Family Lot Type B**

| | |
|---|---|
| Minimum Lot Size | 7,200 SF |
| Minimum Lot Width @ Front Bldg. Line | 60' |
| Minimum Lot Depth | 110' |
| Minimum Corner Lot Width | 65' |
| Side Yard Setback | 5' |
| Front / Rear Bldg. Line | 20'/10' |
| Minimum House Size | 2,200 air conditioned sq. ft. |
| Minimum Roof Pitch | 8:12 except for 4:12 on porch roofs |
| Masonry Requirement | 80% (brick, stone, cultured stone, 3-part stucco) |
| Garage Orientation | Alley access required for lots. |
| Maximum Lot Coverage: | 65% |

c. **Detached Single Family Lot Type C**

| | |
|---|---|
| Minimum Lot Size | 7,200 SF |
| Minimum Lot Width @ Front Bldg. Line | 60' |
| Minimum Lot Depth | 110' |
| Minimum Corner Lot Width | 65' |
| Side Yard Setback | 5' |
| Front / Rear Bldg. Line | 20'/10' |
| Minimum House Size | 2,200 air conditioned sq. ft. |
| Minimum Roof Pitch | 8:12 except for 4:12 on porch roofs |
| Masonry Requirement | 80% (brick, stone, cultured stone, 3-part stucco) |
| Garage Orientation | Garages will be allowed to have the garage accessed from the street. Traditional "swing" or "J" drive Second single garage door facing street is permitted behind (width) of double garage door in "swing" or "J" configuration only. A minimum of 33% of Type 'C' lots shall have 3-car garages. |
| Maximum Lot Coverage: | 65% |

d. **Detached Single Family Lot Type D**

| | |
|---|---|
| Minimum Lot Size | 8,400 SF |
| Minimum Lot Width @ Front Bldg. Line | 70' |
| Minimum Lot Depth | 120' |
| Minimum Corner Lot Width | 75' |
| Side Yard Setback | 6' |
| Front / Rear Bldg. Line | 20'/10' |
| Minimum House Size | 2400 air conditioned sq. ft. |
| Minimum Roof Pitch | 8:12 except for 4:12 on porch roofs |
| Masonry Requirement | 80% (brick, stone, cultured stone, 3-part stucco) |
| Garage Orientation | Rear access required |
| Maximum Lot Coverage: | 65% |

e. **Detached Single Family Lot Type E**

| | |
|---|---|
| Minimum Lot Size | 8,400 SF |
| Minimum Lot Width @ Front Bldg. Line | 70' |
| Minimum Lot Depth | 120' |
| Minimum Corner Lot Width | 75' |
| Side Yard Setback | 6' |
| Front / Rear Bldg. Line | 20'/10' |
| Minimum House Size | 2,400 air conditioned sq. ft. |
| Minimum Roof Pitch | 8:12 except for 4:12 on porch roofs |
| Masonry Requirement | 80% (brick, stone, cultured stone, 3-part stucco) |
| Garage Orientation | Garages will be allowed to have the garage accessed from the street. Traditional "swing" or "J" drive Second single garage door facing street is permitted behind (width) of double garage door in "swing" or "J" configuration only. A minimum of 33% of Type E lots shall have 3 car garages. |
| Maximum Lot Coverage: | 65% |

Detached Single Family Lot Type F

| | |
|---|---|
| Minimum Lot Size | 10,000 SF |
| Minimum Lot Width @ Front Bldg. Line | 80' |
| Minimum Lot Depth | 125' |
| Minimum Corner Lot Width | 85' |
| Side Yard Setback | 6' |
| Front / Rear Bldg. Line | 20'/15' |
| Minimum House Size | 2600 air conditioned sq. ft.* |
| Minimum Roof Pitch | 8:12 except for 4:12 on porch roofs |
| Masonry Requirement | 80% (brick, stone, cultured stone, 3-part stucco) |
| Garage Orientation | Traditional "swing" or "J" drive required Second single garage door facing street is permitted behind (width) of double garage door in "swing" or "J" configuration only. A minimum of 80% of Type F lots shall have 3 car garages. |
| Maximum Lot Coverage: | 65% |

*A maximum of 20% of the lots may have homes not less than 2,500 sq. ft.

Detached Single Family Lot Type G

| | |
|---|--|
| Minimum Lot Size | 20,000 SF |
| Minimum Lot Width @ Front Bldg. Line | 100' |
| Minimum Lot Depth | 175' |
| Minimum Corner Lot Width | 100' |
| Side Yard Setback | 7' |
| Front / Rear Bldg. Line | 25'/15' |
| Minimum House Size | 3,000 air conditioned sq. ft. |
| Minimum Roof Pitch | 8:12 except for 4:12 on porch roofs |
| Masonry Requirement | 80% (brick, stone, cultured stone, 3-part stucco) |
| Garage Orientation | Traditional "swing" or "J" drive required. Single garage door facing street is permitted behind (width) of double garage door in "swing" or "J" configuration only. 80% of Type G lots shall have a minimum of 3 car garages. |
| Maximum Lot Coverage: | 70% |

2. **Fencing.** All individual residential fencing for lots less than 20,000 square feet shall be cedar standard fencing material (minimum ½" thickness) or better (spruce fencing will not be allowed). All cedar pickets shall be placed on the "public side" facing the street, alley or neighboring property. Lots containing 20,000 sq. ft., located along perimeter roadways, abutting open spaces, greenbelts and parks shall be required to install tubular steel fencing. Corner lot fencing (adjacent to the street) shall provide masonry columns at forty-five feet (45') off center spacing that begins at the rear property line corner and terminates ten feet (10') behind the front yard building setback line. A maximum six (6') foot solid board on board "panel" cedar fencing shall be allowed between the masonry columns along the side and/or rear yard lot adjacent to a street. In addition, the fencing shall be setback from the side property line adjacent to a street a minimum of five feet (5'). The property owner shall maintain that portion of the property outside the fence. Fencing shall be consistent with language described above and the attached Appendix B.

3. **Anti-Monotony Features.** Lot types shall incorporate the following elevation features.

**Table 3
ANTI-MONOTONY MATRIX**

| Lot Type | Lot Size (Approx.) | Elevation Features |
|-----------------|---------------------------|---------------------------|
| A | 50' x 120' | i, iii, iv |
| B&C | 60' x 120' | ii, iii, iv |
| D&E | 70' x 120' | ii, iii, iv |
| F | 80' x 125' | ii, iii, iv |
| G | 100' x 200' | ii, iii, iv |

- i. Exterior facade must be composed of eighty percent (80%) masonry (brick, stone, cultured stone, three part stucco, cementitious siding). Identical brick blends may not occur to adjacent (side by side) properties. Elevations shall not repeat along the fronting or siding streetscape without at least three (3) intervening homes of sufficient dissimilarity (to be determined by the ARC) on the same side of the street or (2) intervening homes on the opposite side of the street. Masonry (including stucco) chimneys shall be required on all homes.

- ii. Exterior facade must be composed of eighty percent (80%) masonry (brick, stone, cultured stone, three part stucco). Identical brick blends may not occur to adjacent (side by side) properties. Elevations shall not repeat along the fronting or siding streetscape without at least four (4) intervening homes of sufficient dissimilarity ((to be determined by the ARC) on the same side of the street and (2) intervening homes on the opposite side of the street). The rear elevation of homes backing to open spaces or thoroughfares shall not repeat without at least two (2) intervening homes of sufficient dissimilarity ((to be determined by the ARC). Masonry (including stucco) chimneys shall be required on all homes.

- iii. Minimum of 8:12 roof pitch, except for 4:12 roof pitches on porches. For each phase, a maximum of four compatible roof colors may be used. Dimensional shingles shall be used. Crown molding will be installed in all living and family rooms, unless vaulted or pop-up ceilings are utilized. No Formica counters in kitchens and bathrooms, no blown acoustic ceilings. No vinyl flooring will be used in kitchens and bathrooms.
 - iv. Alley access required except for lots adjacent to open spaces, schools, and buffers, or as approved on the Concept Plan which will be allowed to have the garage accessed from the street, unless otherwise approved by the City Council. If the garage is accessed from the street a traditional "swing" or "J" drive will be used. . Second single garage door facing street is permitted behind (width) of double garage door in "swing" or "J" configuration only.
4. **Streetscape Landscape.** Prior to issuance of a Certificate of Occupancy, yards for all single-family lots in the District shall be landscaped with large canopy trees.
- (1) Two minimum three (3) inch caliper trees measured six (6) inches above the root ball shall be planted in the front yard of an interior lot.
 - (2) Two minimum three (3) inch caliper trees measured six (6) inches above the root ball shall be planted in the front yard of a corner lot and two additional trees shall be planted in the side yard facing the street.
 - (3) For purposes of this section only, the term "front yard" includes the area within the dedicated right-of-way for a parkway immediately adjoining the front yard of the lot.
5. **Master Design Guidelines.** Additional design guidelines specific to each phase of development that shall apply to all single family dwellings units within that phase of development, shall be submitted to the City prior to issuance of any building permits for that portion of the development.

C. STANDARDS FOR DISTRICT DESIGN AND CONNECTIVITY

- 1. **Streetscape Standards for Collectors & Non-Fronting Thoroughfares.** All streets, excluding drives, fire lanes and private parking areas, shall be built according to City of Rockwall street standards, as modified by street buffer strip elevation and street cross-section elevations attached to and incorporated by reference within the PD adopting ordinance as Appendix "F".
 - a. **Buffer-Strip (Overlay District).** North SH 205 - The landscape buffer strip shall be as described in the City of Rockwall Unified Development

Code, Article V (District Development Standards), Section E (Landscape Standards), and be a minimum width of sixty (60) feet as illustrated on Appendix "G" and as indicated on the PD Concept Plan . Sidewalks and Hike / Bike trails are to be placed according to city requirements and as set forth in the Open Space Master Plan for the District.

- b. **Buffer-Strip (Overlay District). SH 205 By-Pass** - The landscape buffer strip shall be as described in the City of Rockwall Unified Development Code, Article V (District Development Standards), Section E (Landscape Standards) and be a minimum width of fifty (50) feet as illustrated on Appendix "G" and indicated on the PD Concept Plan. Sidewalks and Hike / Bike trails are to be placed according to city requirements and as set forth in the Open Space Master Plan for the District.
 - c. **Buffer-Strip (Non Overlay District).** The landscape buffer strip shall be a minimum of ten feet (10') on Hays Road and Quail Run Road. Sidewalks and Hike / Bike trails are to be placed according to city requirements and as set forth in the Open Space Master Plan for the District.
 - d. **Irrigation.** Any irrigation installed in landscape areas and public parks must be designed by a Texas licensed irrigator or landscape architect.
 - e. **Fencing.** The Association will maintain all common area and perimeter fencing surrounding the Property. Such perimeter fencing shall be composed of six foot (6') tall tubular steel fencing with masonry entry features or such other fencing as may be approved by the City at the time of platting. Perimeter screening may also be accomplished by earthen berms landscaped with living screening. Property owners will maintain all fences constructed on private property.
 - f. **Curvilinear Walks.** Walks are to be a minimum of five feet (5') wide to six feet (6') maximum width (hike and bike trail) consistent with the approved Open Space Master Plan. "Collector streets" with or without center medians may incorporate sidewalks six feet (6') in width adjacent to or within "front yard" landscape easements. Walks may meander within parkway and common area; however, edge of walk shall be no closer than four feet (4') from back-of-curb.
 - g. **Medians.** Any proposed median openings shall meet the City standards at the time of PD site plan approval.
- 2. **Lighting.** Light poles shall not exceed twenty feet (20') in height. All light fixtures shall direct light downward and be contained to the site.
 - 3. **Sidewalks.** At a minimum, sidewalks located on streets shall begin four feet (4') behind the back of curb and be five feet (5') in overall width.

4. **Curbing.** Within certain lot types "A,B,&C", "roll up curbing" may be incorporated in an effort to minimize frequent curb cuts and maximize streetscape continuity, as approved by the City of Rockwall (Engineering Department) with approval of the final plat application.
5. **Buried Utilities.** New distribution power-lines required to serve the Property shall be placed underground, whether such lines are located internally or along the perimeter of the Property, unless otherwise authorized by the City Council. New transmission power-lines, or distribution lines of a size not typically or cost effectively placed underground (3 phase lines), or additional lines that are added to existing poles, may be above ground, if located along the perimeter of the Property, except along the 205 Bypass. Additionally, if such above ground lines are installed along the perimeter of the property and adjacent to non-residential use, then the lines shall be installed behind the non-residential buildings where the installation is possible. The Developer shall not be required to re-locate existing overhead power-lines along the perimeter of the Property. Temporary power-lines constructed across undeveloped portions of the Property to facilitate development phasing and looping may be allowed above ground, but shall not be considered "existing lines" at the time the area is developed, and if they are to become permanent facilities, such lines shall be placed underground pursuant to this paragraph.
6. **Parks and Open Space.** Allowing inclusion of approximately 50% of the school sites and floodplain shown on the Concept Plan approximately 20.0% of the land in the District shall constitute open space, which is hereby deemed sufficient if supported by the following standards and conditions.
 - a. The District shall contain not less than 79 acres of open space including approximately 26.6 acres of floodplain as shown on Exhibit B.
 - b. Allowable open space may include but is not limited to public or private parks, trails, natural areas, buffers, traffic circle medians, entry features, common areas (including any Association recreation center or similar facilities) and other features depicted on the Concept Plan, as set forth in the Open Space Master Plan prepared in accordance with subparagraph (c) below. Street right of way will not be included as open space. At least 80% of the single-family dwellings within the development shall be located within eight hundred feet (800') of public or private open space. In order to qualify, such open space must be at least one (1) continuous acre, not including roadways buffers less than fifty (50') feet in width, in area.
 - c. The Developer shall prepare the Open Space Master Plan to be consistent with the approved Concept Plan. The purpose of an Open Space Master Plan is to supplement the Concept Plan by providing an additional level of detail for public and private open space areas. The Open Space Master Plan shall identify the locations of and improvements to public parks, school sites and other public and private open space or common areas,

taking into consideration the proximity of single-family dwellings, as required by subparagraph (a), and shall illustrate an integral system of trail improvements that, together with intervening land held by other property owners or the City, is designed to connect residential areas, schools and retail areas within the District to parks and open space within the District and that provides for continuation and connection of the trail system to off-site parks and open space, in accordance with the City's Master Park and Recreation Plan. The Open Space Master Plan shall clearly differentiate public parks from private facilities and common lands to be maintained by the Association. The locations of public parks, school sites and other public and private open space or common areas shown on the Open Space Master Plan shall be in conformance with the Concept Plan, except as otherwise provided in Article II, Section 7 of the Capital Facilities Agreement pertaining to school sites. The Open Space Master Plan shall include a phasing plan for construction of all trails and parks, and common open space and facilities. The Open Space Master Plan shall be considered for approval if it complies with this section, the applicable City regulations, the Concept Plan, and generally accepted park planning practices.

- d. The District shall contain not less than 7.8 acres of land to be used as public or private parkland. A minimum of seven and eight-tenths (7.8) contiguous acres shall be dedicated to the City in accordance with the City's Neighborhood Parkland Dedication Ordinance on approval of the final plat for the first phase of the development. This dedication shall include the dedication of a five (5) foot wide parcel to connect the City Park within the Property to the existing City property to the east of the middle school. The remaining area will be retained as a private park within the District. Park improvements shall be constructed in accordance with the approved Open Space Master Plan. The site plan incorporating the design of park improvements and hike /bike trail improvements shall be considered for approval with the final plat for the phase of the development containing such improvements. Performance of the obligations in this subparagraph shall be deemed to fully satisfy the City's Neighborhood Parkland Dedication Ordinance regarding land dedication. At the time of recordation of final plats for each phase, Developer shall pay park improvement fees to the City. These fees shall be held in an escrow account until the commencement of Phase 3, at which time the Developer shall inform the City if the Developer wishes to use the escrowed fees as well as future fees to construct park improvements. Said improvements shall be approved by Parks Director, approval not to be unreasonably withheld, and invoices for improvements shall be submitted to Parks Director for approval. Performance of the obligations in this subparagraph shall be deemed to fully satisfy the City's Neighborhood Parkland Dedication Ordinance regarding park development fees, provided that park improvements are installed at a value equal or exceeding the value of park improvement fees for the entire District

applicable at that time, or improvement fees are paid. Thereafter, the Developer shall not be responsible for additional parkland dedication or park development fees associated with the Property, except as otherwise may be provided in a capital facilities agreement approved by the City.

7. Developer shall provide a minimum of 4 retention ponds in the District with hard edges and fountain features as generally shown on the Concept Plan. The exact configuration and location of the ponds will be determined at development. All retention pond hardedges shall be similar to the hardedge shown on Appendix C.
8. **Signage.** Permanent subdivision identification signage shall be permitted at all major entry points, in general conformance to the signage shown in Appendix D. Final design of entry features to be determined with the Planned Development Site Plan.
9. **Variations.** The variance procedures and standards for approval set forth in the Unified Development Code shall apply to any application for variances to this ordinance.
10. **Amenity Center.** Developer shall construct and an amenity center in approximate size and detail as shown on Appendix E.
11. **Trees.** All trees planted within the District shall be a minimum three (3) inch caliper measured six (6) inches above the root ball.

EXHIBIT “D”

CAPITAL FACILITIES AGREEMENT

THIS CAPITAL FACILITIES AGREEMENT (the “Agreement”) is by and among the Estate of W.W. Caruth, Jr., the Estate of Mabel P. Caruth, Skorburg Retail Corporation., and the City of Rockwall, Texas.

I.

RECITALS

1. The Estate of W.W. Caruth, Jr. and the Estate of Mabel P. Caruth (collectively, “Caruth”), are the owners of approximately 395 acres of real property (the “Property”) located within the corporate limits of the City of Rockwall, Rockwall County, Texas. Skorburg Retail Corporation (“Skorburg”), is a Texas corporation authorized and in good standing to do business in Texas. Skorburg and any successors or assigns of Skorburg or Caruth owning all or a portion of the Property (other than persons acquiring individual lots for development) are sometimes referred to herein as “Developer.” The City of Rockwall, Texas (“City” or “Rockwall”) is a home rule municipal corporation organized under the laws of the State of Texas. Caruth, the City and Developer are sometimes referred to collectively as the “Parties.”

2. Skorburg has a contract to purchase the Property from Caruth for development purposes. The legal description of the Property is attached hereto and incorporated by reference herein as Exhibit A.

3. Skorburg seeks to rezone and subdivide the Property for single-family residential use and certain commercial uses. Skorburg will submit an application to rezone the Property as a planned development (PD) district for a development currently known as Stone Creek (the “PD District”).

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants contained herein, the Parties hereto agree as follows:

II.
ADEQUATE PUBLIC FACILITIES

1. ***General Provisions.***

a. ***Adequacy required.*** Development of the Property shall be supported with adequate levels of public facilities and services. Adequate facilities and services are those that (i) comply with the applicable City regulations, including this Agreement, and (ii) are consistent with generally accepted engineering and planning practices for similar developments. The Parties agree that the dedication and construction of public improvements, or the contribution of proportionate development fees, required to support development of the Property shall precede or be concurrent with the construction of private improvements to the land, in accordance with the phasing provisions incorporated within this section, or as otherwise may be provided through approval of a master plat.

b. ***Proportionality.*** (1) The Parties agree that the dedication or construction of public improvements, or the contributions of development fees, provided for in this Agreement are roughly proportional to the nature and extent of the proposed development of the Property on the City's public facilities systems. Caruth and Skorburg expressly agree that each obligation of Caruth or Skorburg imposed by this Agreement to dedicate, construct or contribute fees for infrastructure improvements and the timing of such obligations is necessary to offset or mitigate the impacts on the City's utility and roadway systems that are directly attributable to developing the Property. Caruth and Skorburg further agree that the City may expressly rely upon the provisions of this paragraph in any certification under section 212.904, or successor statute, and that a court in determining rough proportionality may consider all of the Property. Caruth and

Skorburg further agree that the construction of the public infrastructure at the times provided for in this Agreement substantially furthers the public health and safety, and that the City's conditioning of development approval on completion of such facilities is independent of any claim that Caruth's or Skorburg's obligation to construct such improvements is disproportional to the impacts created by development of a proposed plat.

(2) Each of Caruth and Skorburg hereby covenant not to sue the City for any claim, or otherwise consent to participate in any action against the City arising from any claim by such party or by its affiliates, alleging that application of the adequate facilities requirements set forth in this Part II of the Agreement to the development of the Property, or the imposition of conditions to a plat application for a portion of the Property that are consistent with the requirements of this section, are not roughly proportional to the impacts of the development depicted in the Concept Plan, including but not limited to any action premised upon Tex. Loc. Gov't Code sec. 212.904 or successor statute, or any similar claim brought pursuant to Tex. Loc. Gov't Code ch. 395. Such covenant not to sue touches and concerns the Property, and is a covenant running with the land such that it binds successors-in-interest and assigns of Caruth and Skorburg. Should any successor-in-interest or assign of Caruth or Skorburg other than an affiliate of Caruth or Skorburg assert any of the foregoing claims in a court of competent jurisdiction, in violation of this Subsection 1(b), with respect to the development of any portion of the Property, the Parties agree that, with respect to such portion of the Property or all of the Property, at the City's option, this Agreement thereupon shall become null and void and any rights that may otherwise have vested under then existing state law shall be deemed to have been waived upon such event.. Should Caruth, Skorburg or an affiliate of either violate the covenant not to sue contained in this paragraph, the City may either enforce the covenant or pursue the

remedies provided for herein that are applicable to successors or assigns other than affiliates. As used in this Agreement, the term "affiliate" means any person, corporation, partnership, or other entity controlled by, controlling, or under common control with Caruth or Skorburg.

c. **No waiver.** The requirements in this Part II shall be considered additional standards and conditions applicable to development within the PD District. Except in the event of a conflict between the standards in this Agreement and other standards applicable within the District, nothing in this Agreement shall be construed as superseding any requirement or standard in the City's subdivision or utility regulations relating to provision of adequate public facilities and services.

2. **Wastewater Services.**

a. **City as provider.** The City shall be the supplier of wastewater services to the Property. The City ultimately shall have sufficient wastewater capacity to serve the entirety of the Property. The City anticipates having sufficient wastewater capacity to begin service to the Property during 2009.

b. **Line extensions.** The Developer shall extend wastewater mains sufficient to serve each phase of development within the PD District, sized in accordance with the City's master plan for wastewater facilities and constructed in accordance with the phasing schedule approved in conjunction with the Developer's master plat application. The Developer shall design and construct additional pumps to increase the pumping capacity at the existing Quail Run Lift Station in order to serve the development within the PD District. The Developer shall be entitled to pro rata fees for the costs of oversizing the Quail Run Lift Station from other future developments using the lift station, calculated on an acreage basis, but the Developer shall not receive any reimbursement with respect to the Nelson Lakes and Dalton Ranch and Castle Ridge

Estates Subdivisions, as such subdivisions are depicted on preliminary plat applications filed with the City. The installation of additional pumps shall constitute the only improvements required by this Property for the Quail Run Lift Station. Developer also shall be eligible for credits against, wastewater impact fees otherwise due for construction of improvements included in the City's wastewater improvements plan for impact fees, in accordance with the City's then existing impact fee regulations. Provisions for City participation in oversize costs, rebate of pro rata fees or provision of impact fee credits shall be set forth in a facilities and reimbursement agreement between the Developer and the City.

c. ***Payment of impact fees.*** Wastewater impact fees shall be paid at rates and at the times provided for in the City's then existing impact fee regulations.

3. ***Water Services***

a. ***City as provider.*** The City shall be the supplier of water services to the Property. The City represents that it has sufficient capacity to serve the Property.

b. ***Line extensions.*** The Developer shall extend water mains sufficient to serve each phase of development within the PD District, sized in accordance with the City's master plan for water facilities and constructed in accordance with the phasing schedule approved in conjunction with the Developer's master plat application. The Developer shall pay a pro-rata of \$19.75 linear foot of frontage along FM 552 adjacent to the Property for the previously constructed 16" line, and shall construct a minimum a twelve-inch (12") water distribution main (or larger, as may be needed to adequate serve the property) located generally along SH 205 (but constructed within streets internal to the development) from FM 552 to Quail Run Road, and such mains shall connect to the City's existing water distribution system. The installation of these improvements and the payment of the pro-rata along FM 552 shall occur at

time of final platting of sections of the Property adjacent to or including such improvements and the completion of the connection from FM 552 to Quail Run is not required until such time as the entire property is final platted and developed. The Developer shall be eligible for City participation in the costs of over sizing water distribution mains or appurtenances that serve other land in addition to the Property, in accordance with the City's standard policies, or for collection of pro rata fees for such facilities. Developer also shall be eligible for credits against, water impact fees otherwise due for construction of improvements included in the City's water improvements plan for impact fees, in accordance with the City's then existing impact fee regulations. Provisions for City participation in oversize costs, rebate of pro rata fees or provision of impact fee credits shall be set forth in a facilities and reimbursement agreement between the Developer and the City.

c. ***Payment of impact fees.*** Water impact fees shall be paid at rates and at the times provided for in the City's then existing impact fee regulations.

4. ***Road Improvements.*** The Developer shall make the following road improvements.

a. ***Highway 205 Bypass.*** Caruth or the Developer shall dedicate rights-of-way for the planned Highway 205 Bypass adjacent to the Property, commencing from the northern boundary of the Property and extending south along the Property line, in accordance with the City's standards and specifications and the planned design of the bypass, and as shown on the Concept Plan for the PD District, which is attached hereto and incorporated herein by reference as Exhibit B. The Developer also shall provide a fifty-foot (50') landscape buffer designed in accordance with the 205 Bypass Overlay District in the City's Unified Development Code, as shown on Appendix "G", and indicated on Exhibit B which is attached hereto and incorporated herein by reference. The Developer shall dedicate rights-of-way for Highway 205 Bypass by separate instrument within sixty (60) calendar days from receipt of the legal description of the right-of-way approved by the City Engineer and consistent with the approved Concept Plan and shall grant right of entry to the City should construction of the Bypass be initiated by the City prior to the completion of the dedication documents. The Developer shall have no obligation with respect to construction of the Highway 205 Bypass other than as outlined herein regarding payment of road impact fees. Developer shall not receive credits or

offsets against roadway impact fees specified in subsection (g) for dedication of rights-of-way for the planned Highway 205 Bypass.

b. ***FM 552/SH 205 intersection.*** Developer shall dedicate rights-of-way for and construct a left turn lane with 150 feet of stacking for westbound FM 552 traffic onto South SH 205 in accordance with City and TxDOT standards at the time of approval of the first final plat for any site in the Retail Area shown on the Concept Plan for the PD District. The Developer shall not be responsible for signalization of the intersection.

c. ***FM 552 improvements.*** Following approval by TXDOT, the Developer shall dedicate rights-of-way for and construct turn lanes and acceleration/deceleration lanes along FM 552 adjacent to the Retail Area shown on the Concept Plan for the PD District (unless otherwise constructed pursuant to another agreement), concurrent with installation of improvements for the first final plat approved within the Retail Area. Such construction shall be in accordance with City standards and specifications. At time of platting along the roadway or within 60 days of notification that the roadway is scheduled to be widened by the City or by TXDOT, whichever occurs first, Developer will dedicate to the City the necessary right of way to accommodate the widening in accordance with the City's adopted Thoroughfare Plan.

d. ***Business SH 205 improvements.*** Following approval by TXDOT, the Developer shall dedicate rights-of-way for and construct turn lanes and acceleration/deceleration lanes along Business SH 205 at intersections created by platting, concurrent with installation of improvements for the plat for land adjacent to the intersection. At time of platting along the roadway or within 60 days of notification that the roadway is scheduled to be widened by the City or by TXDOT, whichever occurs first, Developer will dedicate to the City the necessary

right of way to accommodate the widening in accordance with the City's adopted Thoroughfare Plan.

e. ***Hays Road improvements.*** The Developer shall dedicate thirty feet (30') of right-of-way for Hays Road and shall construct a twenty-four and one-half foot (24.5') concrete pavement section and appurtenances (including curb and gutter and underground storm drain system to collect existing conditions runoff) adjacent to the east side of the Property from Quail Run Road north to the point where future Hays Road departs from the Property to intersect with the future Highway 205 Bypass, as shown in Exhibit C, section H-1, which is attached hereto and incorporated herein by reference. The Developer shall dedicate thirty feet (30') of right-of-way for Hays Road and shall construct a twenty-four foot (24') of 6" thick , or as designed by the engineer for the roadway, asphalt pavement section and a bar ditch adjacent to the Property from the northeast corner of the Property, or the southeast corner of the Highway 205 Bypass, if the Bypass already has been constructed, south to the new concrete pavement section as shown in Exhibit C, section H-2.

The Developer also shall dedicate and improve a minimum landscape buffer of ten feet (10') adjacent to the right-of-way for Hays Road, designed in accordance with the requirements of the PD District then in effect for a minor collector. Dedication of rights-of-way shall be at the time of final plat approval of lots abutting the planned roadway. The Developer shall construct improvements to Hays Road and to the landscape buffer at the time of installing improvements serving the adjacent lots. The need for the landscape buffer along temporary Hays Road may be evaluated and waived by the City Council at the time of preliminary plat approval. The Developer may construct its initial street connection to Hays Road and final plat lots adjacent to the roadway without triggering the necessity to construct the entire section of Hays

Road, provided that such lots lie adjacent to section H-2 of Exhibit C; final platting of lots outside of area H-2 along Hays Road shall require construction of the entire remaining sections of Hays Road with installation of improvements serving such lots. The City shall evaluate whether a landscape buffer is needed along temporary sections of Hays Road at the time of approval for the preliminary plat containing such temporary sections. The City shall obtain the off-site right-of-way for the section of Hays Road from the Property to the proposed SH 205 Bypass.

f. ***Quail Run Road improvements.*** Caruth or the Developer shall dedicate forty-two and half feet (42.5') of right-of-way for the north half of the ultimate eighty-five foot (85') right-of-way for Quail Run Road abutting the Property by separate instrument within ninety (90) days of the effective date of this Agreement. The Developer shall construct a twenty-five foot (25') , 8" thick concrete pavement section within such right-of-way, with curb. The foregoing improvements shall be installed in conjunction with improvements serving the lots abutting Quail Run Road. The Developer also shall construct left turn lanes for the Quail Run Road median, as required by the City at approved locations.

g. ***Payment of roadway impact fees.*** Roadway impact fees shall be paid at rates and at the times provided for in the City's then existing impact fee regulations. The Developer shall pay to the City \$2,000 per single-family dwelling unit for any unit for which a building permit has been issued by the City up to 36 months after the execution of this Agreement, until the City adopts and may impose roadway impact fees. Should the actual roadway impact fee adopted be less than \$2,000 per single-family dwelling unit, the Developer shall receive credit against roadway impact fees for future plats equal to the amount that was overpaid. Should the actual roadway impact fee be greater than \$2,000 per single-family dwelling unit, the Developer

agrees to pay to the City the difference between the actual amount per single-family dwelling unit and \$2000 per unit at the time of final platting the next phase of the development.

5. ***Drainage improvements.*** Dedication of rights-of-way for and construction of drainage improvements shall be provided as specified in conditions imposed with approval of the master plat for development within the PD District and in accordance with City standards and specifications.

6. ***Parks and open space.***

a. The Developer or a property owners association shall maintain public parklands and improvements within the development for a period of three (3) months from the completion and acceptance of the improvements. Thereafter, the City shall assume responsibilities for maintenance. All open space and improvements which are not dedicated as parkland to the City shall be maintained as common areas in perpetuity by the property owners association for the PD District. Additionally, the property owners association shall maintain Developer-installed landscaping areas in public rights-of-way and public drainage ways internal to and adjacent to the Property.

7. ***School site.*** The Developer shall reserve an approximately ten-acre tract of land for use as a school site at the location shown on the Concept Plan. The Developer agrees to sell the land to the School District at fair market value for undeveloped single-family land at the time of such sale. The Developer shall provide utilities to the school site with the second phase of development within the PD District, subject to cost-sharing agreed to by the Developer and the School District, if the School District has not commenced construction of the school by that time. In the event that the Developer fails to sell the land to the School District or the School District declines to purchase the land, the Developer shall dedicate approximately five (5) acres of the

reserved school site to the City as a public park, and the balance of the site shall be available to Developer for other development as approved by the City Council. If Developer elects to propose a different equivalent site for dedication of public parkland, the City Council must first approve the location.

III.

GENERAL PROVISIONS

1. **Notice on sale.** The Developer shall provide the City with notice of the sale of any tract or parcel within the District that has not been platted at the following address:

Rockwall City Manager
Rockwall City Hall
385 S. Goliad Street
Rockwall, TX 75087.

2. **Recording.** This Agreement is intended to run with the land, and shall be recorded in the Real Property Records, Rockwall County, Texas.

3. **Term of Agreement.** This Agreement shall terminate two (2) years following the City's acceptance of the dedication and construction of the public improvements described herein serving the last phase of development within the PD District, after which the City agrees, upon the request of Caruth or Developer, to execute a termination of this Agreement in recordable form.

4. **Effective Date.** This Agreement shall take effect upon the date of its execution by the last of the Parties to the Agreement; provided, however, that Skorburg and Caruth shall execute this Agreement no later than five (5) business days following the effective date of the PD zoning ordinance for the Property. If either Skorburg or Caruth fails to execute this Agreement within such period, this Agreement shall become null and void, and unless a subsequent agreement, acceptable to the City and the Developer, is agreed to, the City may

thereafter deny any PD site plan, master plat or other plat application on grounds that the application is not supported by adequate public facilities and services.

5. **Severability.** Invalidation of any provision of this Agreement by judgment or court order shall not invalidate any of the remaining provisions which shall remain in full force and effect, unless such remaining provisions are an integral part of the invalid provisions or the invalid provision is necessary to give effect to the remaining provisions.

6. **Enforcement.** This Agreement may be enforced by the Parties by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

7. **Venue.** Venue for this Agreement shall be in Rockwall County, Texas.

8. **Execution.** This Agreement may be separately executed in individual counterparts, and upon execution, shall constitute one and the same instrument.

9. **Amendment.** This Agreement may only be amended in writing upon mutual consent of the City and the Developer.

10. **Joint preparation.** This Agreement shall be deemed to have been jointly prepared by all Parties hereto, and no ambiguity of this Agreement shall be construed against any party based upon the identity of the author of this Agreement or any portion thereof.

11. **Recitals incorporated.** Statements and representations contained herein are to be considered contractual in nature and not merely recitations of fact. The Recitals contained in Part I of this Agreement hereby are expressly incorporated into this Agreement by reference.

12. **Construction.** All references herein in the singular shall be construed to include the plural where applicable, the masculine to include the feminine and neuter genders.

13. **Authority.** Each of the signatories to this Agreement represents and warrants that he is authorized to execute this Agreement and bind his principals to the terms and provisions hereof. Each Party warrants that any action required to be taken in order for this Agreement to be binding on it has been duly and properly taken prior to the execution of this Agreement. Caruth expressly warrants that no other person or entity other than Skorburg has an executory or contingent interest in the Property affecting the terms of this Agreement. Proof of legal title to the Property in Caruth shall be evidenced by a title commitment presented contemporaneous with the execution of this Agreement by Caruth.

14. **Conflicts.** In the event of a conflict between this Agreement and any provision of the Unified Development Code, the City Code, or any City ordinance, rule, regulation, or procedure that provides a specific standard that is different from and inconsistent with this Agreement, the standards in this Agreement shall control.

15. **No Waiver.** Except as to claims relating to road impact fees, as provided in Article II, paragraph 4 of this Agreement, Caruth and Developer retain the right to challenge the application of any City impact fee regulations to the Property solely on the basis that such regulations fail to comply with Chapter 395 of the Texas Local Government Code, as amended. If Caruth or Developer prevail in such a claim, impact fees shall be applied to the development of the Property and paid by Caruth or the Developer, as applicable, in accordance with the court order.

COUNSEL FOR PARTIES

TERRY MORGAN & ASSOCIATES, P.C.

By: _____
Terry D. Morgan
State Bar No. 14454075
1201 Elm St.
4800 Renaissance Tower
Dallas, Texas 75270
Telephone: (214) 740-9944
Telecopier: (214) 969-5902

ATTORNEYS FOR THE CITY OF
ROCKWALL, TEXAS

WINSTEAD

By: _____
Arthur J. Anderson, Esq.
State Bar No. _____
5400 Renaissance Tower
1201 Elm Street
Dallas Texas 75270-2199
Telephone: (214) 745-5745
Telecopier: (214) 745-5390
ATTORNEYS FOR SKORBURG

HUGHES & LUCE, L.L.P

By: _____
Misty Ventura
State Bar No. 00795843
1717 Main St.
Suite 2800
Dallas, Texas 75201
Telephone: (214) 939-5462
Telecopier: (214) 939-9849

ATTORNEYS FOR ESTATE OF
W.W. CARUTH, JR., DECEASED
AND THE ESTATE OF MABEL
CARUTH, DECEASED

PARTIES TO THE AGREEMENT

CITY OF ROCKWALL

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

SWORN AND SUBSCRIBED TO BEFORE ME, by said _____, who in his capacity as _____ for the City of Rockwall, acknowledges that he was authorized to execute the foregoing document this ____ day of March 2007, to certify witness my hand and seal of office.

Notary Public in and for the State of Texas

THE ESTATE OF W.W. CARUTH, JR.,

By: **VESTER T. HUGHES, JR.**
Sole Independent Executor

STATE OF TEXAS §
 §
COUNTY OF _____ §

SWORN AND SUBSCRIBED TO BEFORE ME, by said Vester T. Hughes, Jr., who in his capacity as sole executor for the Estate of W. W. Caruth, Jr., acknowledges that he was authorized to execute the foregoing document this ___ day of March 2007, to certify witness my hand and seal of office.

Notary Public in and for the State of Texas

THE ESTATE OF MABEL P. CARUTH

By: **VESTER T. HUGHES, JR.**
Co-Executor

By: **PAUL M. MOSER**
Co-Executor

STATE OF TEXAS §
 §
COUNTY OF _____ §

SWORN AND SUBSCRIBED TO BEFORE ME, by said Vester T. Hughes, Jr., who in his capacity as co-executor for the Estate of Mabel P. Caruth, acknowledges that he was authorized to execute the foregoing document this ___ day of March 2007, to certify witness my hand and seal of office.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

SWORN AND SUBSCRIBED TO BEFORE ME, by said Paul M. Moser, who in his capacity as co-executor for the Estate of Mabel P. Caruth, acknowledges that he was authorized to execute the foregoing document this ___ day of March 2007, to certify witness my hand and seal of office.

Notary Public in and for the State of Texas

SKORBURG RETAIL CORPORATION

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF _____ §

SWORN AND SUBSCRIBED TO BEFORE ME, by said _____, who in his capacity as _____ of Skorburg Retail Corporation, acknowledges that he was authorized to execute the foregoing document this ____ day of March 2007, to certify witness my hand and seal of office.

Notary Public in and for the State of Texas

EXHIBIT A
LEGAL DESCRIPTION

LEGAL DESCRIPTIONS

BEING A 398.073 ACRE TRACT OF LAND SITUATED IN THE W 1/4 DEWEES SURVEY, ABSTRACT NO 71 AND THE S 1/4 SURVEY, ABSTRACT NO 131 CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS AND BEING ALL OF A CALLED 392.938 ACRE TRACT OF LAND CONVEYED TO W W CARUTH JR BY DEED RECORDED IN VOLUME 64 PAGE 22 DEED RECORDS, ROCKWALL COUNTY, TEXAS (D W R C T) AND ALSO BEING ALL OF A CALLED 2.25 ACRE TRACT CONVEYED TO GORDEN H HARRIS AND WIFE AGRINE V HARRIS BY DEED RECORDED IN VOLUME 88 PAGE 375, D W R C T BEING MORE PARTICULARLY DESCRIBED BY NOTES AND BOUNDARIES AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON PIPE FOUND FOR A NORTHEAST CORNER OF AFORESAID 392.938 ACRE TRACT AND BEING THE NORTHWEST CORNER OF ROCKWALL MIDDLE SCHOOL NO 4 AND ADDITION TO THE COUNTY OF ROCKWALL BY PLAT RECORDED IN CABINET F PAGE 67, PLAT RECORDS ROCKWALL COUNTY TEXAS AND BEING ON THE SOUTH RIGHT-OF-WAY LINE OF F M 522 (A VARIABLE WIDTH RIGHT-OF-WAY)

THENCE SOUTH 00 DEGREES 35 MINUTES 38 SECONDS EAST ALONG A EAST LINE OF AFORESAID 392.938 ACRE TRACT AND THE COMMON WEST LINE OF AFORESAID ROCKWALL MIDDLE SCHOOL NO 4 AND ADDITION A DISTANCE OF 1370.02 FEET TO 1/2 INCH CAPPED IRON ROD FOUND FOR THE INTERSECTION CORNER OF SAID 392.938 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID ROCKWALL MIDDLE SCHOOL NO 4 AND ADDITION

THENCE NORTH 09 DEGREES 25 MINUTES 43 SECONDS EAST ALONG A NORTH LINE OF AFORESAID 392.938 ACRE TRACT AND THE COMMON SOUTH LINE OF AFORESAID ROCKWALL MIDDLE SCHOOL NO 4 AND ADDITION A DISTANCE OF 4331.00 FEET TO PK NAIL SET FOR A NORTHEAST CORNER OF SAID 392.938 ACRE TRACT IN THE APPROXIMATE CENTERLINE OF HAYES ROAD (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY) AND BEING ON THE WEST LINE OF A CALLED 18.00 ACRE TRACT OF LAND CONVEYED TO STEVE L BRANCH AND WIFE JUDY C BRANCH BY DEED RECORDED IN VOLUME 234 PAGE 527 DEED RECORDS ROCKWALL COUNTY TEXAS A 1/2 INCH CAPPED IRON ROD FOUND BEARS NORTH 87 DEGREES 50 MINUTES 03 SECONDS A DISTANCE OF 22.87 FEET

THENCE SOUTH 09 DEGREES 35 MINUTES 38 SECONDS EAST ALONG THE EAST LINE OF AFORESAID 392.938 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF AFORESAID HAYES ROAD AND THE WEST LINE OF A CALLED 11.126 ACRE TRACT OF LAND CONVEYED TO LEON A SMITH BY DEED RECORDED IN VOLUME 180 PAGE 1, DEED RECORDS ROCKWALL COUNTY TEXAS AND THE WEST LINE OF A CALLED 32 ACRE AND 32 1/2 ACRE TRACTS OF LAND CONVEYED TO RAY LEE HANCE BY DEED RECORDED IN VOLUME 68 PAGE 44 DEED RECORDS ROCKWALL COUNTY TEXAS AND THE WEST LINE OF A CALLED 20 1/2 ACRE AND 44 1/2 ACRE TRACTS OF LAND CONVEYED TO RAY L HANCE BY DEED RECORDED IN VOLUME 68 PAGE 33 DEED RECORDS ROCKWALL COUNTY TEXAS A DISTANCE OF 3908.48 FEET TO A PK NAIL SET FOR THE SOUTHEAST CORNER OF SAID 392.938 ACRE TRACT AND BEING ON THE NORTH LINE OF A CALLED 38.639 ACRE TRACT OF LAND CONVEYED TO RAY L HANCE AND WIFE, RANDA B HANCE BY DEED RECORDED IN VOLUME 91 PAGE 107 DEED RECORDS ROCKWALL COUNTY TEXAS

THENCE ALONG THE SOUTH LINE OF AFORESAID 392.938 ACRE TRACT AND THE COMMON NORTH LINE OF AFORESAID 38.639 ACRE TRACT AND THE NORTH LINE OF QUAIL RUN VALLEY NO 3 AN ADDITION TO THE CITY OF ROCKWALL BY PLAT RECORDED IN CABINET E PAGE 185, PLAT RECORDS, ROCKWALL COUNTY TEXAS AND THE NORTH LINE OF QUAIL RUN VALLEY NO 1 AN ADDITION TO THE CITY OF ROCKWALL BY PLAT RECORDED IN CABINET E, PAGE 63 PLAT RECORDS ROCKWALL COUNTY, TEXAS AND THE NORTH LINE OF QUAIL RUN TRAIL, AN ADDITION TO THE CITY OF ROCKWALL BY PLAT RECORDED IN CABINET C PAGE 67 PLAT RECORDS ROCKWALL COUNTY TEXAS THE FOLLOWING COURSES AND DISTANCES:

SOUTH 89 DEGREES 34 MINUTES 36 SECONDS WEST A DISTANCE OF 7354.45 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER.

SOUTH 84 DEGREES 24 MINUTES 36 SECONDS WEST A DISTANCE OF 892.72 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR A SOUTHWEST CORNER OF AFORESAID 392.938 ACRE TRACT.

THENCE NORTH 54 DEGREES 44 MINUTES 21 SECONDS WEST A DISTANCE OF 109.14 FEET TO A 1/2 INCH IRON PIPE FOUND FOR CORNER ON THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 285 (A 100' RIGHT-OF-WAY)

THENCE ALONG THE WEST LINE OF AFORESAID 392.938 ACRE TRACT AND THE COMMON EAST RIGHT-OF-WAY OF AFORESAID STATE HIGHWAY 285 THE FOLLOWING COURSES AND DISTANCES:

NORTH 14 DEGREES 18 MINUTES 45 SECONDS WEST A DISTANCE OF 1842.06 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 16 MINUTES 36 SECONDS A RADIUS OF 5880.00 FEET. A CHORD BEARING OF NORTH 69 DEGREES 11 MINUTES 27 SECONDS WEST AND A CHORD LENGTH OF 1016.74 FEET

ALONG SAID TANGENT CURVE TO THE RIGHT AN ARC LENGTH OF 1017.89 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT FOUND FOR CORNER

NORTH 04 DEGREES 43 MINUTES 51 SECONDS WEST A DISTANCE OF 379.28 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER. A CONCRETE RIGHT-OF-WAY MONUMENT FOUND BEARS SOUTH 00 DEGREES 26 MINUTES 20 SECONDS WEST A DISTANCE OF 4.19 FEET AND BEING THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03 DEGREES 03 MINUTES 00 SECONDS A RADIUS OF 5880.00 FEET. A CHORD BEARING OF NORTH 02 DEGREES 50 MINUTES 27 SECONDS WEST AND A CHORD LENGTH OF 308.83 FEET

ALONG SAID TANGENT CURVE TO THE RIGHT AN ARC LENGTH OF 308.97 FEET, TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER. A CONCRETE RIGHT-OF-WAY MONUMENT FOUND BEARS SOUTH 02 DEGREES 43 MINUTES 01 SECONDS EAST A DISTANCE OF 3.98 FEET

NORTH 00 DEGREES 20 MINUTES 07 SECONDS WEST A DISTANCE OF 1498.13 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER. A CONCRETE RIGHT-OF-WAY MONUMENT FOUND BEARS SOUTH 10 DEGREES 54 MINUTES 38 SECONDS EAST, A DISTANCE OF 9.48 FEET

NORTH 44 DEGREES 38 MINUTES 31 SECONDS EAST A DISTANCE OF 86.41 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF AFORESAID STATE HIGHWAY 285 AND THE SOUTH RIGHT-OF-WAY OF AFORESAID F M 522. A CONCRETE RIGHT-OF-WAY MONUMENT FOUND BEARS SOUTH 83 DEGREES 48 MINUTES 08 SECONDS WEST A DISTANCE OF 16.86 FEET

THENCE ALONG THE NORTH LINE OF AFORESAID 392.938 ACRE TRACT AND THE COMMON SOUTH RIGHT-OF-WAY OF AFORESAID F M 522 THE FOLLOWING COURSES AND DISTANCES:










NORTH 89 DEGREES 09 MINUTES 25 SECONDS EAST A DISTANCE OF 1880.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER

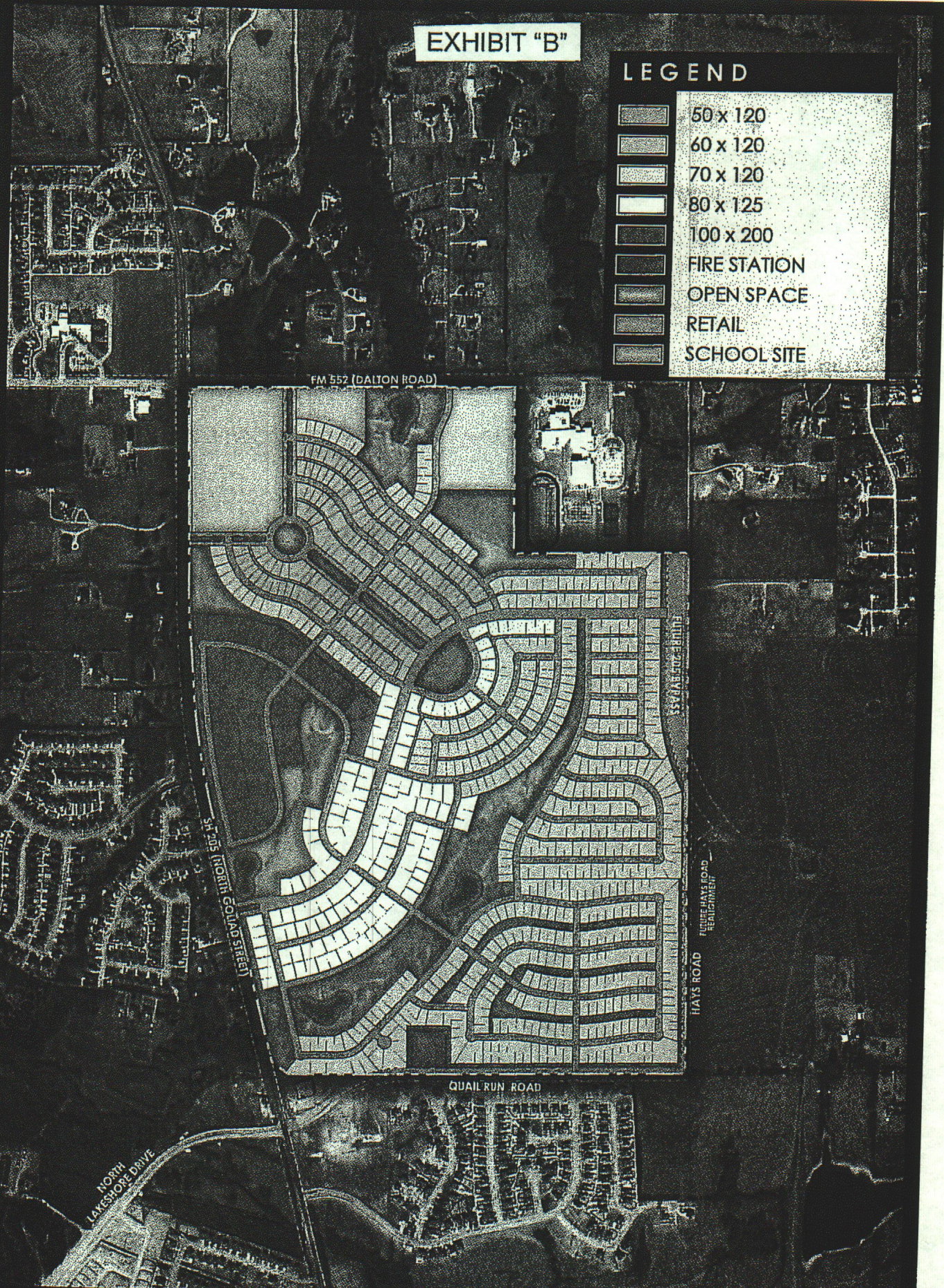
SOUTH 00 DEGREES 30 MINUTES 38 SECONDS EAST, A DISTANCE OF 10.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER

NORTH 89 DEGREES 09 MINUTES 25 SECONDS EAST A DISTANCE OF 321.43 FEET TO THE POINT OF BEGINNING AND CONTAINING 398.673 ACRES OF LAND, MORE OR LESS

EXHIBIT "B"

LEGEND

-  50 x 120
-  60 x 120
-  70 x 120
-  80 x 125
-  100 x 200
-  FIRE STATION
-  OPEN SPACE
-  RETAIL
-  SCHOOL SITE



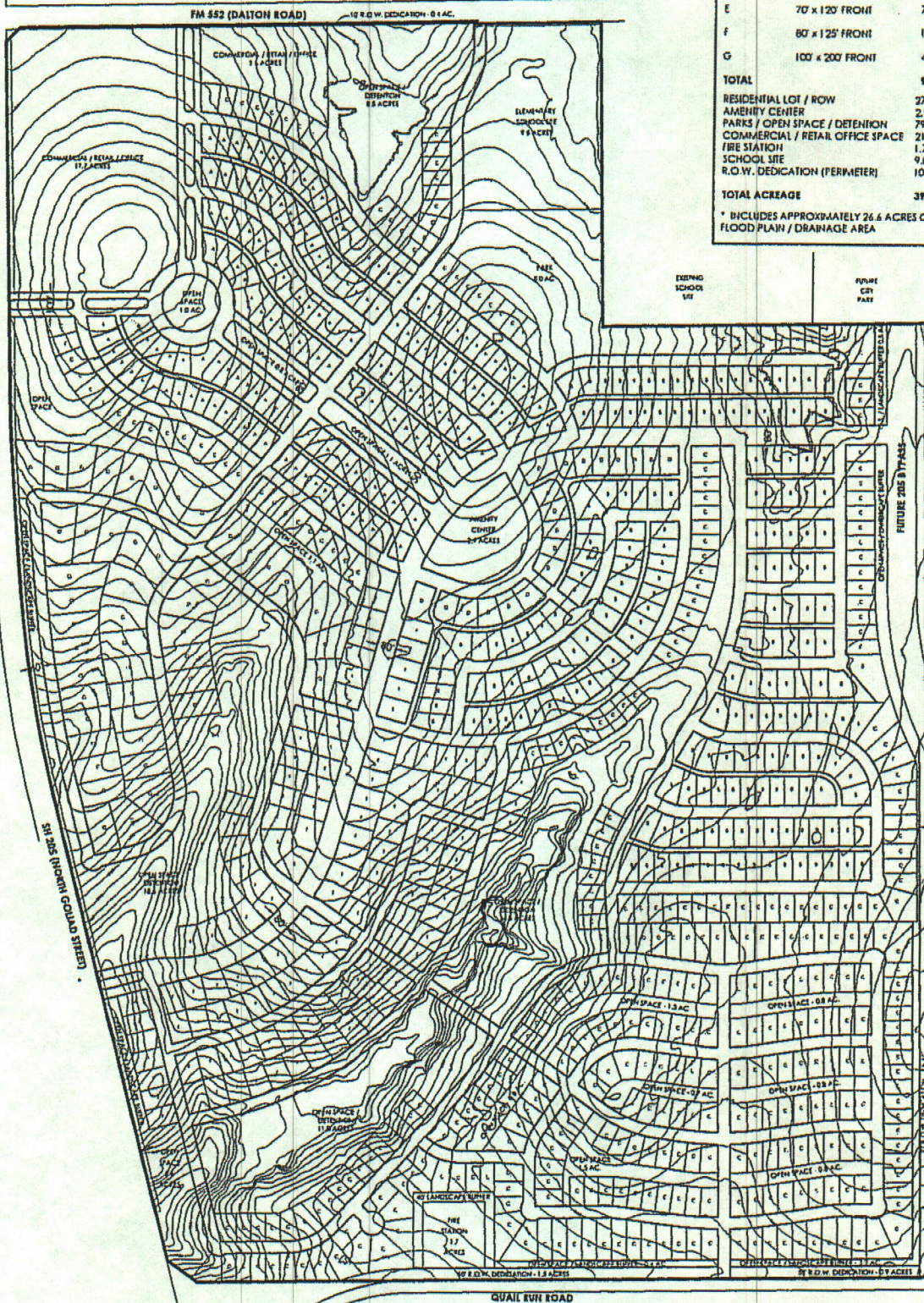
CONCEPTUAL LAND PLAN
Caruth Tract
 Rockwall, Texas
 February 13, 2001



EXHIBIT "B"

| TYPICAL LOT TYPE | DESCRIPTION | UNITS |
|---|-------------------|--------------------|
| A | 50' x 120' ALLEY | 172 LOTS |
| B | 60' x 120' ALLEY | 190 LOTS |
| C | 60' x 120' FRONT | 376 LOTS |
| D | 70' x 120' ALLEY | 19 LOTS |
| E | 70' x 120' FRONT | 7 LOTS |
| F | 80' x 125' FRONT | 124 LOTS |
| G | 100' x 200' FRONT | 47 LOTS |
| TOTAL | | 936 LOTS |
| RESIDENTIAL LOT / ROW | | 270.2 ACRES |
| AMENITY CENTER | | 2.9 ACRES |
| PARKS / OPEN SPACE / DETENTION | | 79.3 ACRES* |
| COMMERCIAL / RETAIL OFFICE SPACE | | 21.3 ACRES |
| FIRE STATION | | 1.7 ACRES |
| SCHOOL SITE | | 9.8 ACRES |
| R.O.W. DEDICATION (PERMETER) | | 10.0 ACRES |
| TOTAL ACREAGE | | 375.2 ACRES |

* INCLUDES APPROXIMATELY 26.6 ACRES OF FLOOD PLAN / DRAINAGE AREA



CONCEPTUAL LAND PLAN

Caruth Tract

Rockwall, Texas

January 16, 2007

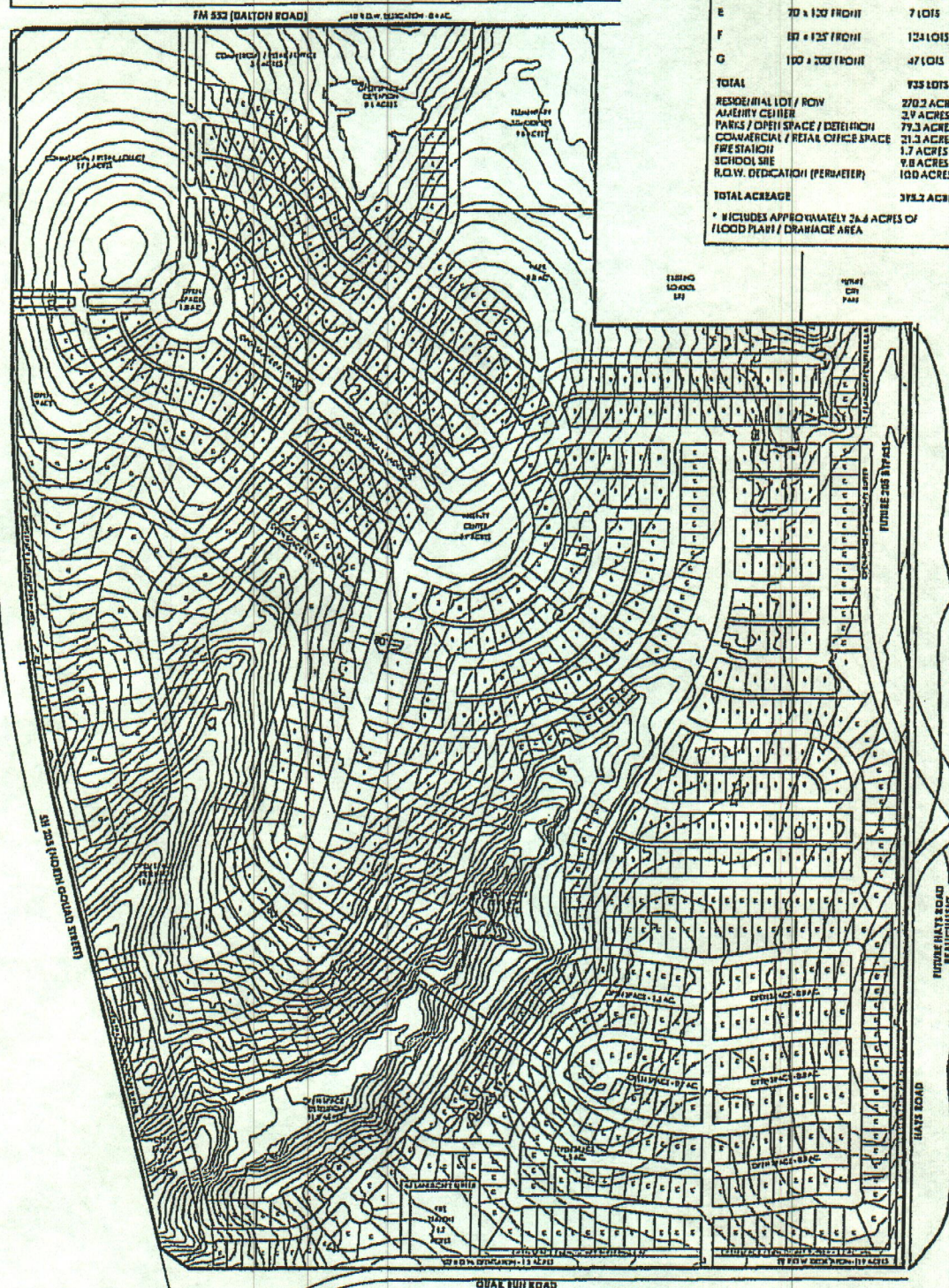


urbandesign
 Carter Burgess
 PLANNING LANDSCAPE ARCHITECTURE AND RELATED SERVICES

EXHIBIT C

| TYPICAL LOT TYPE | DESCRIPTION | WIDTH |
|----------------------------------|-------------------|--------------------|
| A | 50' x 120' ALLEY | 172' LOTS |
| B | 40' x 120' ALLEY | 170' LOTS |
| C | 40' x 120' FRONT | 376' LOTS |
| D | 70' x 120' ALLEY | 191' LOTS |
| E | 70' x 120' FRONT | 71' LOTS |
| F | 80' x 125' FRONT | 124' LOTS |
| G | 100' x 200' FRONT | 47' LOTS |
| TOTAL | | 935 LOTS |
| RESIDENTIAL LOT / ROW | | 270.2 ACRES |
| AMENITY CENTER | | 2.9 ACRES |
| PARKS / OPEN SPACE / DETENTION | | 79.3 ACRES* |
| COMMERCIAL / RETAIL OFFICE SPACE | | 21.3 ACRES |
| FIRE STATION | | 1.7 ACRES |
| SCHOOL SITE | | 9.8 ACRES |
| R.O.V. DEDICATION (PERMETER) | | 100 ACRES |
| TOTAL ACREAGE | | 376.2 ACRES |

* INCLUDES APPROXIMATELY 26.6 ACRES OF FLOOD PLAIN / DRAINAGE AREA



CONCEPTUAL LAND PLAN
Caruth Tract
 Rockwall, Texas
 January 16, 2007

Carlo Burgess
 planning, architecture, interior design, landscape architecture

910.

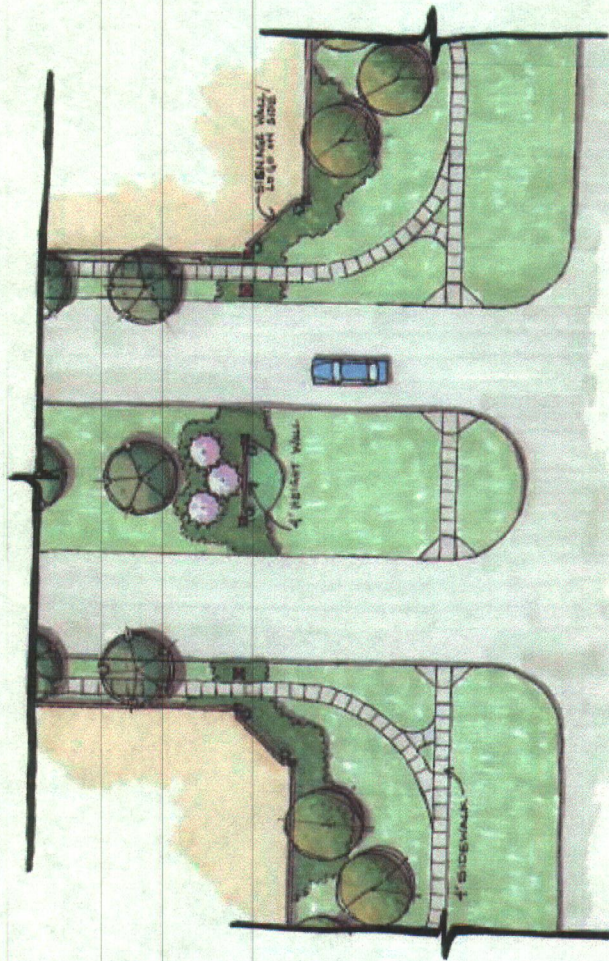
APPENDIX B



APPENDIX C



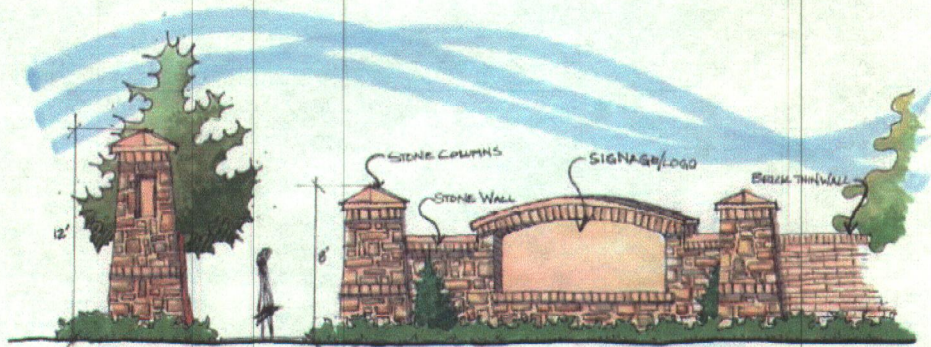
APPENDIX D



Main Entry
PLAN



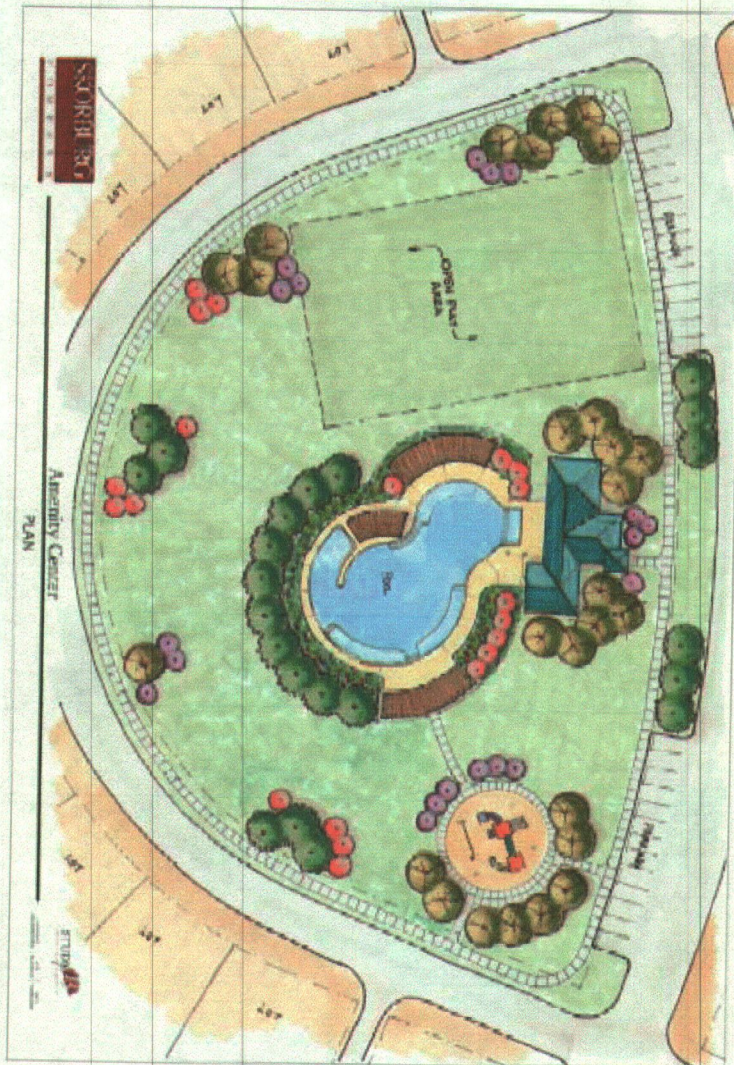
STUDIO
ARCHITECTURE
LANDSCAPE ARCHITECTURE



Main Entry
SECTION



APPENDIX E



APPENDIX "F"

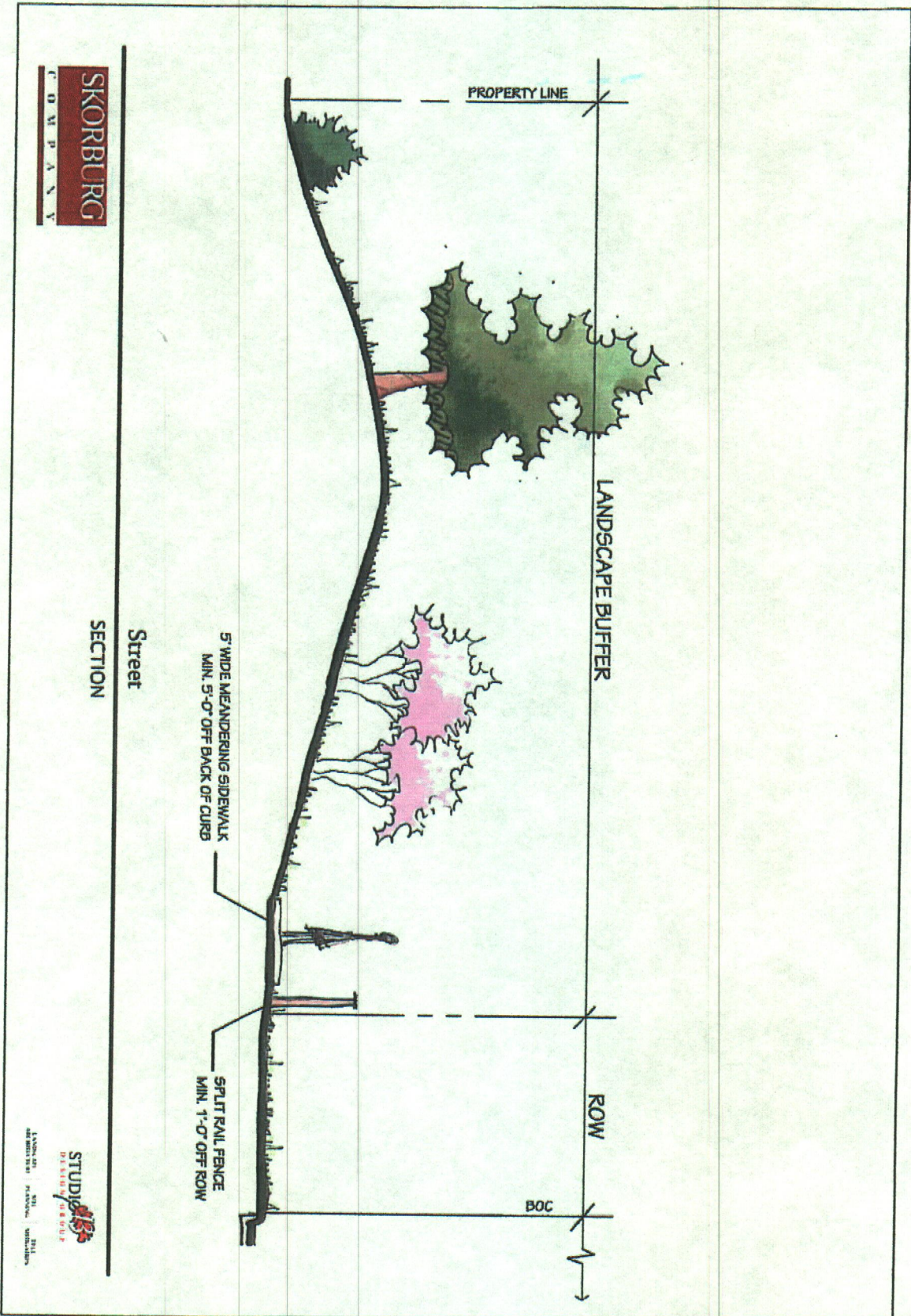


SKORBURG
FORMAN

Boulevard Planting
SECTION

STUDY
ARCHITECTURAL & LANDSCAPE ARCHITECTURE

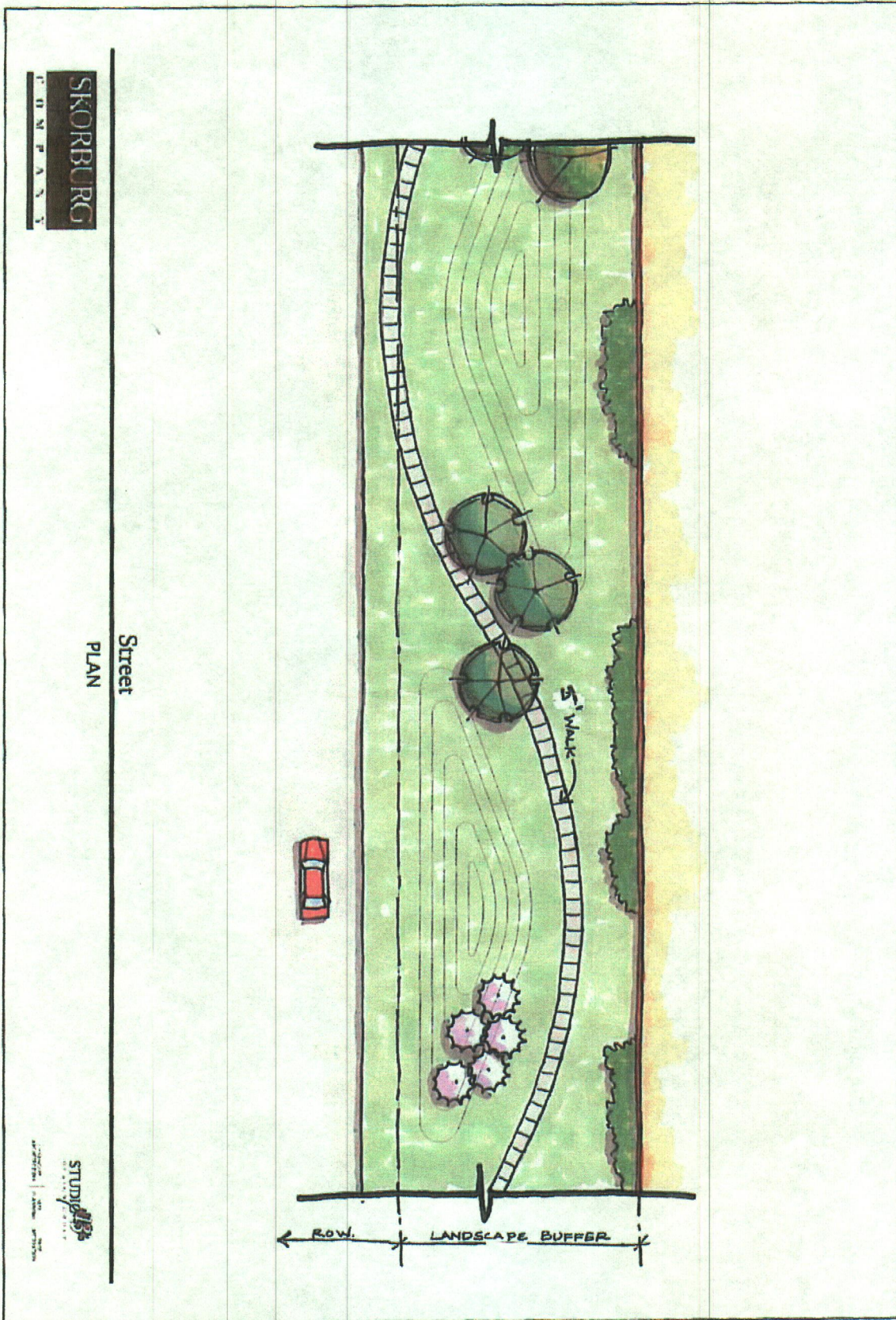
APPENDIX "G"



SKORBURG
C O M P A N Y

STUDY
DESIGN GROUP
ARCHITECTS
PLANNERS
ENGINEERS

APPENDIX "G"



Advertising Receipt

Terrell Tribune
 Rockwall County News
 150 9th Street, P.O. Box 669
 Terrell, TX 75160
 Phone: (972) 563-6476
 Fax: (972) 563-0340

ROCKWALL, CITY OF-LEGALS ®
 c/o Dorothy Brooks, City Secretary
 385 SOUTH GOLIAD
 ROCKWALL, TX 75087

Cust#: 01100978-000
Ad#: 05505290
Phone: (972)771-7700
Date: 04/04/07

Ad taker: 11 **Salesperson:** 6 **Classification:** 001

| Description | Start | Stop | Ins. | Cost/Day | Surcharges | Total |
|-------------------------|----------|----------|------|----------|------------|-------|
| 02 ROCKWALL COUNTY NEWS | 04/12/07 | 04/12/07 | 1 | 90.00 | | 90.00 |

Payment Reference:

LG#316374
 Ordinance #07-13
 per Dorothy Brooks

Total: 90.00
Tax: 0.00
Net: 90.00
Prepaid: 0.00

Total Due 90.00

PUBLISHER'S AFFIDAVIT

THE STATE OF TEXAS COUNTY OF ROCKWALL

Before me, the undersigned authority, on this day personally appeared William Jordan, who being by me duly sworn deposes and says the he is the Publisher of **The Rockwall County News** and the said newspaper meets the requirements of Section 2051.044 of the Texas Government Code to wit:

1. it devotes not less than twenty (25%) of its total column lineage interest items;
2. it is published at least once e
3. it is entered as second-class in the county where it is published
4. it has been published regular continuously since 1985; and
5. it is generally circulated within County.

Publisher further deposes a the attached notice was published news paper on the following date

April 12th

William Jordan
Editor a

SUBSCRIBED AND SWORN BEF
by William Jordan who

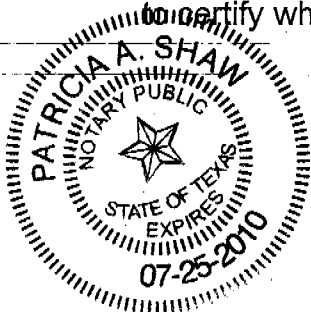
- a) is personally know to
 b) provided the following evidence to establish his/her identity.

CITY OF ROCKWALL ORDINANCE NO. 07-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (ORD. NO. 04-38) OF THE CITY OF ROCKWALL, AS PREVIOUSLY AMENDED, SO AS TO CHANGE THE ZONING FROM (AG) AGRICULTURAL DISTRICT TO (PD-70) PLANNED DEVELOPMENT NO. 70 DISTRICT ON A 395.075-ACRE TRACT OF LAND SITUATED IN THE W.T. DEWEESE SURVEY, ABSTRACT NO. 71 AND THE S. KING SURVEY, AND BEING ALL OF A CALLED 392.938-ACRE TRACT OF LAND, CONVEYED TO W.W. CARUTH, JR. BY DEED RECORDED IN VOLUME 64, PAGE 22, DEED RECORDS, ROCKWALL COUNTY, TEXAS (D.R.R.C.T.) AND ALSO BEING ALL OF A CALLED 2.25-ACRE TRACT CONVEYED TO SODEN H. HARRIS AND WIFE, ADRINE V. HARRIS BY DEED RECORDED IN VOLUME 50, PAGE 375, (D.R.R.C.T.), AND MORE FULLY DESCRIBED HEREIN AS EXHIBIT "A"; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

/s/ William R. Cecil, Mayor
/s/ Dorothy Brooks, TRMC, City Secretary
1st Reading: 03-19-07
2nd Reading: 04-02-07

on the 13th day of April, A.D. 2007
to certify which witness my hand and seal of office.



Patricia A. Shaw
Notary Public, State of Texas