

**LOWES HOME IMPROVEMENT CENTER  
PRELIMINARY PUNCH LIST**

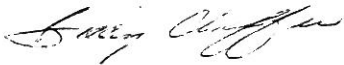
**June 9, 1998**

LOWES SITE  
PCH  
FILE

1. The City of Rockwall shall be reimbursed for any and all cost incurred during the project construction. These costs consist of the following items:
  - A. Inspections performed outside of the normal business hours of 8 a.m. to 5:00 p.m. Monday - Friday of the City of Rockwall.
  - B. Metered water usage
2. The Design Engineer shall furnish as built mylars and an AutoCAD 13 file disc of the project to the City of Rockwall Engineering Department.
3. All slopes should be 4 to 1 or greater with the maximum slope allowed being a 3 to 1. In locations where a 3 to 1 slope is not possible or feasible, retaining walls, concrete slope protection, or other approved retaining methods may be required at the discretion of the City of Rockwall.
4. All construction related brush, trash, material, concrete debris, etc. is to be removed from the site and properly disposed.
5. All pavement is to be properly cracksealed. Rout and seal any miscellaneous expansion cracks.
6. All inlet and junction boxes are to be grouted smooth with bottom sloped to drain.
7. All locking manhole lids are to be in good working condition.
8. All inlets or manholes which exceed five (5') foot in depth shall have fiberglass steps installed at sixteen (16") inch staggered.
9. All fire hydrants are to be painted and in good working condition. The color indicating line size is solid aluminum for six (6") inch, blue caps for eight (8") inch, and yellow caps for ten (10") inch or above.
10. A blue stimpsonite reflector or approved equal shall be placed six (6") inches off the center line of the street. Same side as the location of the fire hydrant.
11. All disturbed areas are to be graded to a smooth and uniform surface, which is mowable and maintainable. Grass is to be established in all disturbed areas (Bermuda Grass)
12. Saw and seal curb connections to inlet boxes where expansion material was not placed.

13. All valves are to be adjusted proper grade. Valves which are located outside of paving shall have a two (2') foot square reinforced concrete pad placed around them.
14. An E.M.S. Locator Disc shall be installed at all valves, cleanouts, corporation stops and manholes. Verification of such shall be conducted by the City.
15. The drainage outflow structure and detention pond berm is to be brought to the elevations shown on approved plans and verified by the Design Engineer.
16. Maintenance bonds for utilities are to be submitted to the City of Rockwall.
17. All parking lanes are to be painted in parking area.
18. All fire lanes shall be properly painted and noted as fire lanes.
19. All handicap parking spaces shall be painted and have proper signage.
20. All designated directional and traffic flow arrow shall be painted at approaches and where necessary.
21. Deceleration lanes are to be in place and properly striped.
22. Safety cage is to be placed over outfall structure at detention pond.
23. Bermuda grass sod is to be placed at locations shown on plans.
24. A Do Not Enter sign made with reflective material shall be placed at each access gate at detention pond sites.
25. All site landscaping shall be in place.

All acceptance requirements are subject to but not limited to the completion of the above listed items. Additional items may be added to punch list if needed.



Billy Chaffin  
Construction Inspector  
Engineering Department



97-41  
LOWE'S  
SITE  
PLAN  
T-125

DeShazo, Tang & Associates, Inc.  
*Engineers • Planners*  
400 S. Houston St., Suite 330  
Dallas, Texas 75202



## TECHNICAL MEMORANDUM

TO: Mr. Bill Crolley  
City Planner & Director Of Community Development  
City Of Rockwall

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

DATE: July 2, 1997

RE: **Review of Materials For Planning & Zoning Meeting Of July 10, 1997**

---

I have reviewed the Planning and Zoning agenda items as requested and offer the following review critique/comments for each of the cases noted. I also will be available at the July 10th meeting in Rockwall.

**Case 97-40-CP - Concept Review For Assisted Living Center Adjacent to FM 740 Ridge Road and Summer Lee**

- Recommend splitting site frontage into three relatively equal parts by revising the location of the two driveways onto FM 740 and related internal site access. Provide additional pavement width on FM 740 for a northbound left turn lane at the new southern entrance/exit.

- Maintain entrance/exit on Summer Lee in order to provide a secondary access to this development. This secondary point can be accessed from the IH-30 frontage road and provides another means of emergency access for life safety vehicles.
- Recommend revising site plan to increase minimum driveway aisles to + 22' to accommodate normal two lane two way traffic flow and parking aisle widths. This minimum dimensions is also necessary to accommodate life safety vehicles.

#### **97-41-FP/SP/TP - Final Plat, Site Plan, & Tree Scape Plan for Proposed Gymnastics Studio**

- The site displays good access control planning. The site's single driveway on Lakeshore Drive is located as far as practical from the signalized intersections of SH 66 and Lakeshore Drive. Additionally, access is provided on the minor cross street rather than the major arterial cross street of SH 66.
- It is my understanding the Commission may consider a request to provide this site's access solely from SH 66. This restriction does not appear reasonable considering the physical restrictions associated with the large drainage channel which fronts this site and the alternative being proposed.
- The site plan conforms to generally accepted transportation engineering principals and practices

#### **97-42-PP - Preliminary Plat For Home Depot Site & Related Items**

- An additional  $\pm 12'$  of rights of way and/or utility easements parallel to the propose pavement edge should be provided where the two deceleration lanes are proposed on IH 30. A triangular shaped right of way parcel is also needed downstream from each of these locations to transition utility facilities back into the right of way.
- Suggest a right of way corner clip in north east corner of block 3 to accommodate utility facilities similar to that shown in north west corner of lot 2 block 1.
- Need to provide survey data for alignment/dedication on Preliminary Plat for:
  - future Ralph Hall Parkway east of existing Tubbs Road;
  - existing/proposed Tubbs Road which parallels the future Ralph Hall Parkway
- Need to resolve the "relocation of Tubbs Road" note provided on the conceptual site plan. As plans are developed in this area, the developer needs to enter into an agreement with the City concerning the potential abandonment of that section of which parallels IH 30. There exists a need to maintain access to properties to the east of the Home Depot development. Suggest dedicating and constructing a roadway along the eastern edge of Future Development Tract 1. This would allow development of the relatively narrow

Tract 1 without having public right of way fronting on two sides creating a double fronted lot.

**97-44-PP(Z) Stegar Towne Crossing Phase 2**

- We have by separate memo provided comments concerning this site. It is our understanding that the Developer is proposing to provide a eastbound left turn lane and westbound right turn deceleration lane at the site's eastern driveway. It is understood that the location for a future median opening, which would include a left turn lane for eastbound traffic is recommended for the center driveway of the center on FM 3097. This location is approximately 600 feet from the intersection of FM 740/FM 3097 and the future intersection of FM 3097/future road adjacent to the eastern boundary of the site.
- Good planning principals dictate the alignment of streets in subdivision planning or maintaining a minimum offset of 125' from roadway centerlines. The alignment of the driveway shown on the east edge of the site exceeds this normal offset as it relates to Westwood Drive. There is also two relative ways roadways can be offset from each other. The desirable way is for the streets to located in a manner where left turn storage on the major street can be accommodated. Exhibit A which is attached is such an offset. The central disadvantage of this type of alignment occurs if both of the minor cross streets generate traffic volumes warranting traffic signalization. Extremely inefficient traffic signal phasing is needed to accommodate this condition.
- The alternative to this constrained traffic signal operation is for both streets to be aligned with each other. This provides conventional intersection design which can be signalized using normal phase sequences. Exhibit B is provided which displays this configuration. This traditional approach may be perceived as allowing traffic from Stegar Town to utilize West Wood Drive as a cut-through route, however, this does not seem logical or rational considering the physical arrangement of the local street system. I would anticipate with the potential realignment of these streets, that the intersection would serve to feed traffic onto the future four lane road and that there would be minimal traffic crossing the between e Stegar Town driveway and Westwood Drive.

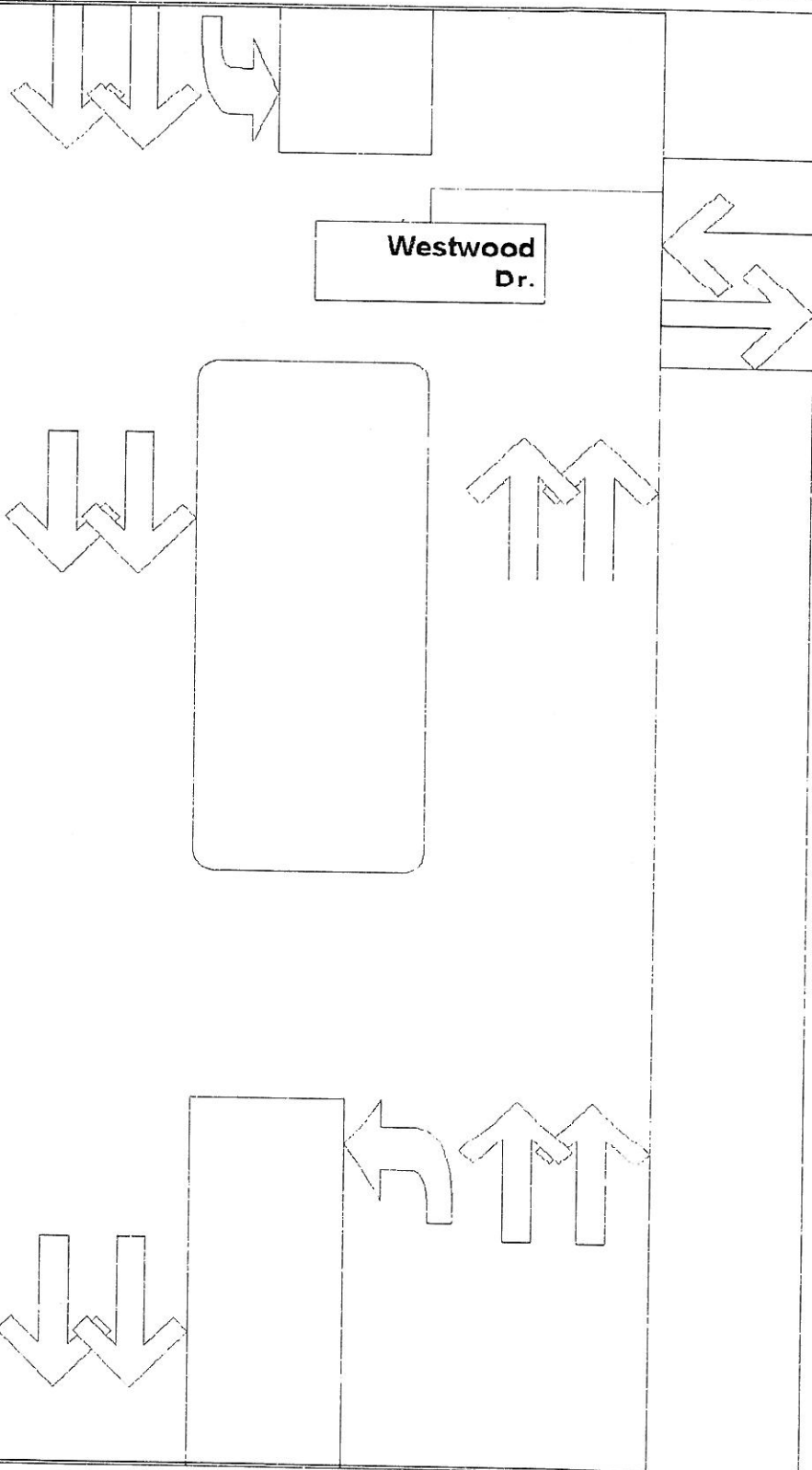
**± 130'  
Offset  
Room For  
Future  
Left  
Turn  
Lanes**

**Steger  
Town  
Driveway**

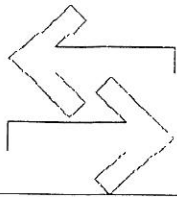
**Westwood  
Dr.**

**Exhibit A**

**July 2, 1997**



Steger  
Town  
Driveway

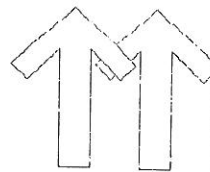
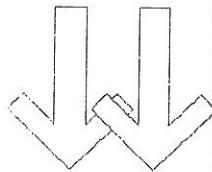
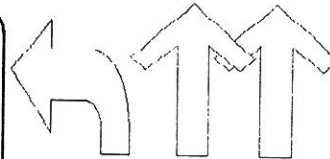
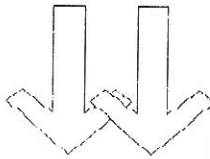
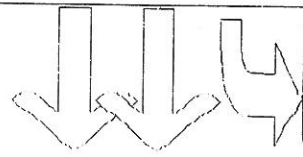
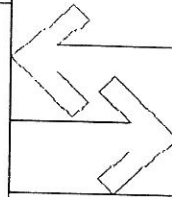


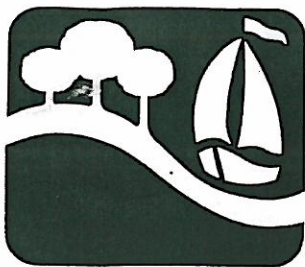
**Driveway  
Realigned**

Exhibit B

July 2, 1997

Westwood  
Dr.





City Of Rockwall  
Community Development  
205 W. Rusk  
Rockwall, Texas 75087

972-771-7745 Fax: 972-771-7727

97-52

**FILE COPY**

September 11, 1997

John Weber  
Weber and Company  
15303 Dallas Parkway #640  
Dallas, Texas 75248

**RE: Approval Verification**

Dear John:

On August 18, 1997 the Rockwall City Council approved the final plat, site plan, landscape plan and building elevations for the Lowe's site being Lot 1, Block C of the Steger Towne Crossing Phase II addition. The approval came with conditions that cross access be provided to the future tract along FM-3097, approval from TxDOT for a driveway connection and turn lane designs, the hardware structures for the nursery and staging area be painted to match the vinyl coated chain link, approval of the facilities agreement for construction of Ralph Hall Parkway, Steger Towne Drive and offsite drainage improvements approval of a detention pond operation and maintenance agreement, and approval of engineering plans. Attached are the copies of the elevation plans have been approved.

Please feel free to call me if you have any questions.

Sincerely,

Bill Crolley  
Director of Community Development

STEGAR TOWNE (LOWE'S) FILE  
DeShazo, Tang & Associates, Inc.

Engineers • Planners  
400 S. Houston St., Suite 330  
Dallas, Texas 75202



## DRAFT FOR BILL CROLLEY'S REVIEW

I need the distances between the two street centerlines????

August 12, 1997

Mr. Bill Crolley  
Director of Community Development  
City of Rockwall  
205 W. Rusk Street  
Rockwall, Texas

Re: Stegar Towne Crossing Phase 2  
Alignment of Driveway at future four lane divided roadway.

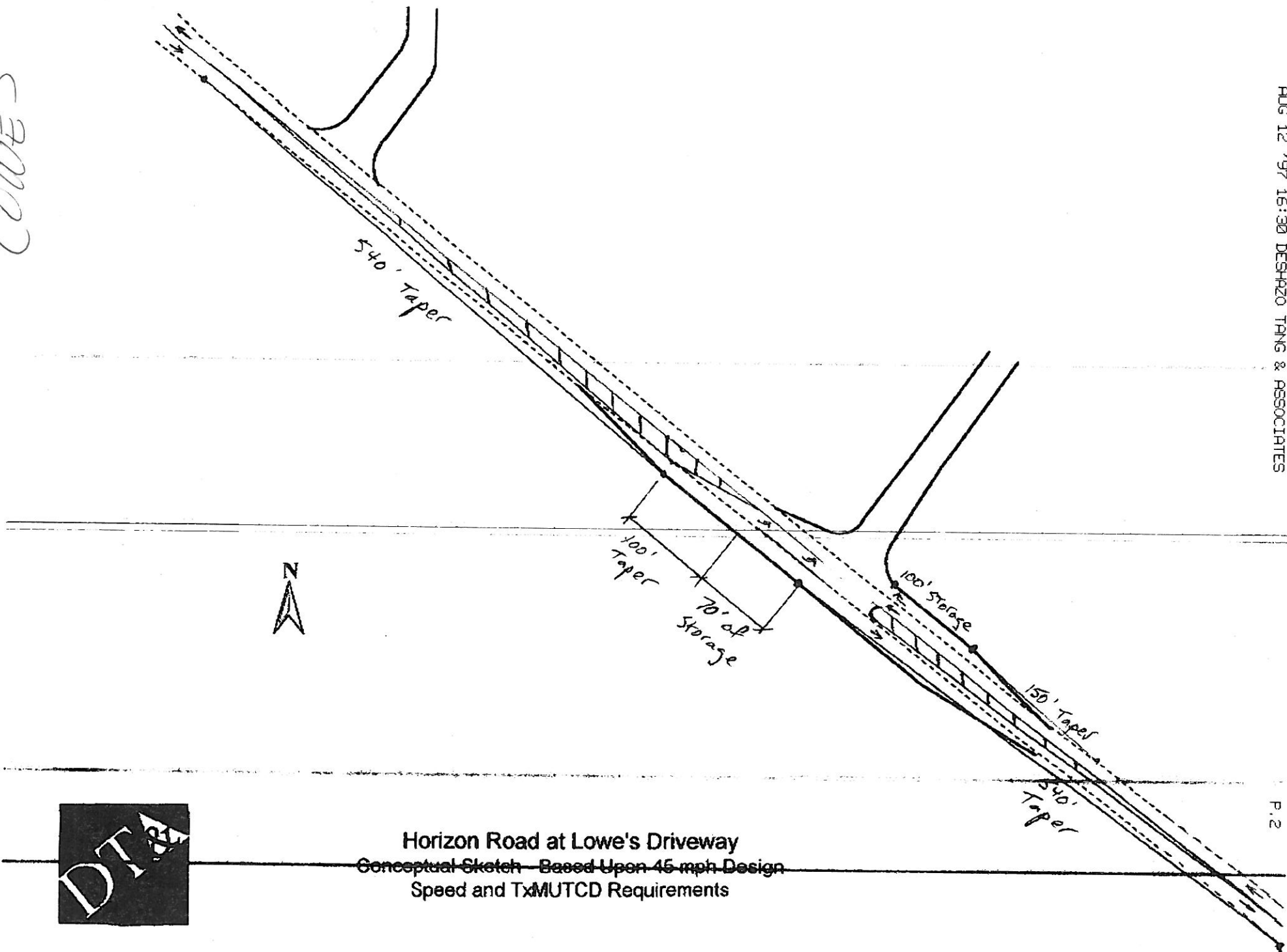
Dear Bill:

The purpose of this correspondence is to provide an opinion on the proposed alignment of the Stegar Towne Crossing Phase 2 driveway at the future four lane divided roadway adjacent to the subject site's eastern boundary

The current proposed driveway is offset from Westwood Drive by approximately <sup>120' & 100'</sup> ~~222~~ feet. This configuration creates two T-type future intersections with the future four lane divided roadway shown on the plan. These two locations are also offset in such a manner that future left turns from the four lane divided roadway will not encroach upon each other. The proposed alignment creates two intersections offset in a complementary rather than a competing alignment. Additionally, the proposed alignment adheres to good planning principles. These principles prescribe a minimum distance of 125' from roadway/driveway centerlines.

The alternative to realign the proposed driveway from Stegar Towne crossing with the existing assignment of Westwood Drive could enhance traffic operations if the subject intersection was contemplated to becoming signalized. The probability of this occurring, however, is unlikely considering the physical configuration of the existing conditions. The more likely future

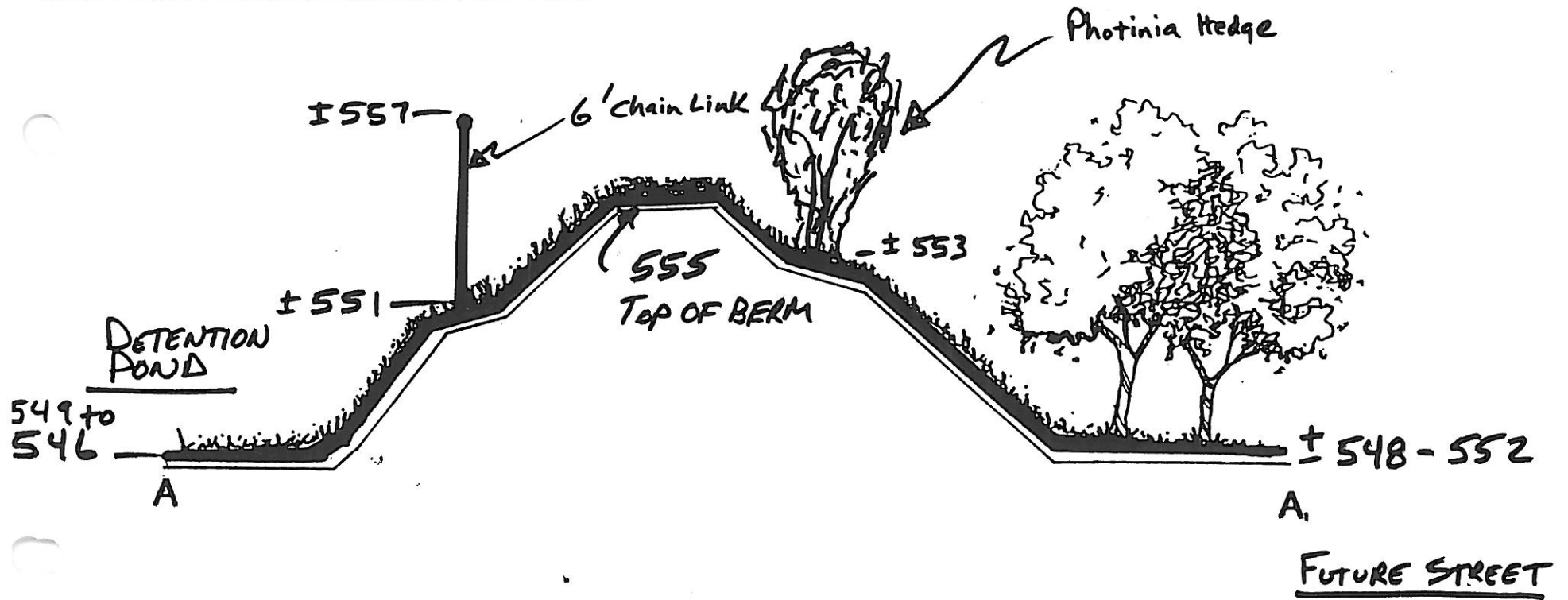
LOWE'S



Horizon Road at Lowe's Driveway  
Conceptual Sketch - Based Upon 45 mph Design  
Speed and TxDOT MUTCD Requirements



# SCHEMATIC SECTION



Lowe's  
97-52

WAYNE R. MILLER, P.C.  
ATTORNEY AT LAW  
14850 QUORUM DRIVE, SUITE 120  
DALLAS, TEXAS 75240

TELEPHONE (972) 991-8320  
TELEFACSIMILE (972) 991-7729

E-MAIL: wayne.miller@internetMCI.com

September 3, 1997

Julie Couch, City Manager  
City of Rockwall, Texas  
205 West Rusk  
Rockwall, Texas 75087

*Hand Delivered - One Hour*

Re: Lowe's Home Centers, Inc. Store, Rockwall, Texas  
Our File No. 3413.0326

Dear Julie:

In connection with the above captioned matter, enclosed herewith please find the following:

- ▶ Two (2) checks. The first one is payable to the City of Rockwall for \$180,000.00 to cover the fee to the City of Rockwall pursuant to the Facilities Agreement with Steger Towne Crossing, L.P. The second one is also payable to the City of Rockwall for \$28,056.28 for payment of the Impact Fees on the Lowe's project.
- ▶ One (1) fully executed Facilities Agreement with Steger Towne Crossing, L.P. for your file.
- ▶ Two (2) execution copies of the Facilities Agreement with 740/3097 Limited Partnership. Please have same acknowledged and return one (1) fully executed copy to me for my file.
- ▶ Four (4) copies of the Detention Pond Facilities Agreement for Steger Towne Addition Phase II. I spoke with Bill Crowley, who said he wanted to redo these documents, deleting reference to 740/3097 Limited Partnership. Thereafter, please execute four (4) new copies and forward to me for Mr. Weber's signature.

SEP 4 1997

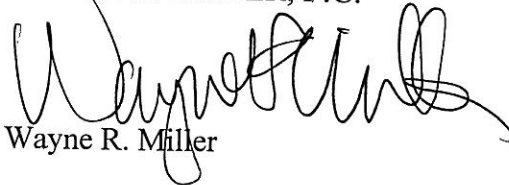
WAYNE R. MILLER

Julie Couch, City Manager  
September 3, 1997  
Page 2

Should you have any questions or comments, please do not hesitate to contact me.

Yours very truly,

WAYNE R. MILLER, P.C.



Wayne R. Miller

WRM:lal

(WRM:lal:3413.0326:disk13:090397.ltr)

Enclosures

cc: Mr. John P. Weber, w/o Enclosures, *Hand Delivered*

**LAWRENCE A. GATES & ASSOC., INC.**

14200 Midway Road, St 122

DALLAS, TEXAS 75244

**(972) 385-2272**

**FAX (972) 980-1627**

# LETTER OF TRANSMITTAL

[illegible]

TO CITY OF ROCKWALL

205 W. RUSK

ROCKWALL, TEXAS

WE ARE SENDING YOU ☐ Attached ☐ Under separate cover via DEL. the following items:

- ☐ Shop drawings      ☐ Prints      ☐ Plans      ☐ Samples      ☐ Specifications
- ☐ Copy of letter      ☐ Change order      ☐ \_\_\_\_\_

COPIES	DATE	NO.	DESCRIPTION
12		EA.	24 x 36 BLUELINES OF ELEVATION
12		EA.	" " SITE PLAN
1		EA.	8½ x 11 ASITATE
12		EA.	24 x 36 BLUELINES OF FINAL PLAT
1		EA.	CHECK IN THE AMOUNT OF \$1315.00

THESE ARE TRANSMITTED as checked below:

- ☐ For approval                      ☐ Approved as submitted                      ☐ Resubmit \_\_\_\_\_ copies for approval  
☐ For your use                      ☐ Approved as noted                      ☐ Submit \_\_\_\_\_ copies for distribution  
☐ As requested                      ☐ Returned for corrections                      ☐ Return \_\_\_\_\_ corrected prints  
☐ For review and comment                      ☐ \_\_\_\_\_  
☐ FOR BIDS DUE \_\_\_\_\_ 19 \_\_\_\_\_                      ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS \_\_\_\_\_

97-52

COPY TO \_\_\_\_\_

SIGNED: \_\_\_\_\_

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

9752

PROJECT NO.: 2247

600 BEL AIR BOULEVARD MOBILE, ALABAMA 36606

(334) 471-3437 FAX (334) 471-3287

TO: LARRY ZATTS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE: 22 JUL 97

RE: Lowe's

Rockwall

TX

## WE ARE SENDING THE FOLLOWING:

- ☐ BLUELINES
- ☐ ORIGINAL DRAWINGS
- ☐ SPECIFICATIONS
- ☐ SHOP DRAWINGS

- ☐ PHOTOGRAPHS
- ☐ SAMPLES
- ☐ SUBMITTAL DATA
- ☐

## PURPOSE:

FOR COMMENT \_\_\_\_\_

FOR APPROVAL \_\_\_\_\_

FOR YOUR USE \_\_\_\_\_

AS PER YOUR REQUEST \_\_\_\_\_

FOR YOUR INFORMATION \_\_\_\_\_

REVIEWED BY US AS NOTED \_\_\_\_\_

FOR EXECUTION \_\_\_\_\_

FOR REVISION \_\_\_\_\_

FOR ESTIMATE \_\_\_\_\_

OTHER \_\_\_\_\_

QUANTITY	DRAWING OR SPEC. NO.	LATEST DATE	DESCRIPTION
10	SK1	22 JUL 97	HVAC SCREENING STUDY
1	SK1	22 JUL 97	8 1/2 X 11 TRANSPARENCY

## REMARKS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## SENT HERewith

- ☐ MAIL
- ☒ FED. EXPRESS PRIORITY
- ☐ U.P.S.

DPF ARCHITECTS

BY SCOTT KIRK



600 BEL AIR BOULEVARD MOBILE, ALABAMA 36606

(334) 471-3437 FAX (334) 471-3287

PROJECT NO.: 2247

97-51

TO: LAWRENCE CATES

LAWRENCE A. CATES & ASSOCIATES  
14200 MIDWAY ROAD, SUITE 122  
DALLAS, TX 75244

DATE: 21 JUL 97

RE: Lowe's  
ROCKWALL, TX

WE ARE SENDING THE FOLLOWING:

- ☒ BLUELINES  
☐ ORIGINAL DRAWINGS  
☐ SPECIFICATIONS  
☐ SHOP DRAWINGS

- ☐ PHOTOGRAPHS  
☐ SAMPLES  
☐ SUBMITTAL DATA  
☐

PURPOSE:

FOR COMMENT \_\_\_\_\_  
FOR APPROVAL \_\_\_\_\_  
FOR YOUR USE \_\_\_\_\_  
AS PER YOUR REQUEST \_\_\_\_\_  
FOR YOUR INFORMATION \_\_\_\_\_

REVIEWED BY US AS NOTED \_\_\_\_\_  
FOR EXECUTION \_\_\_\_\_  
FOR REVISION \_\_\_\_\_  
FOR ESTIMATE \_\_\_\_\_  
OTHER \_\_\_\_\_

QUANTITY	DRAWING OR SPEC. NO.	LATEST DATE	DESCRIPTION
10	G-8	18 JUL 97	ELEVATION SHEET
1	G-8	18 JUL 97	8 1/2 X 11 TRANSPARENCY
1	—	—	PHOTOS of R. PLANS
REMARKS:			

SENT HERewith

- ☐ MAIL  
☒ FED. EXPRESS PRIORITY  
☐ U.P.S.

DPF ARCHITECTS

BY SCOTT KIRK

approved by the City Engineer or his agent prior to approval of a Final Plat. Construction of such improvements shall not be initiated until a preconstruction conference has been held regarding the proposed construction.

Construction of all public improvements shall be subject to routine review by the City Engineer or his agent to evaluate conformance with the construction plans and City standards and specifications. However, such review and evaluation shall not relieve the Developer, its engineer or agent, of its obligations for the design, construction and maintenance of the improvements, as set out in this Agreement and other relevant ordinances of the City. Any modification, review or evaluation by the City Engineer shall substantially conform to accepted engineering practices.

The Developer will be responsible for the installation of any required street lighting and for the cost of installation of street name signs. All required street lighting shall be installed and the City shall be reimbursed for the cost of all street name signs prior to final acceptance of any public improvements and the issuance of any Building Permits, unless otherwise provided herein.

Upon completion of the construction of public improvements, as required by this Agreement and the Subdivision Regulations, the Developer shall deliver to the City a reproducible copy of as-built construction plans of the public improvements as constructed or engineered by the Developer.

**Section 3. Thoroughfares.** In conjunction with the platting and development of the hereinabove tract of land, the Developer shall complete the following:

- a. All required rights-of-way within and adjacent to the development as outlined in **Exhibit A** shall be dedicated to the City at the time of platting of Steger Towne Addition, Phase 2.
- b. Developer shall be responsible for escrowing with the City the cost of constructing two lanes of the Ralph M. Hall Parkway, as shown on said **Exhibit A**, prior to beginning construction of Steger Town Addition, Phase 2. The amount of escrow shall be \$180,000 of which \$115,000 shall be dedicated to the said roadway. The City agrees to move forward with the design and construction of this roadway.
- c. Developer agrees that the remaining section of Steger Town Drive, as shown on **Exhibit A**, will be fully constructed at the time of any additional platting and development of the Steger Town Addition beyond what is currently known as "Lowe's Site" and shown on said exhibit to the extent Developer owns same. Said land is currently owned by 740/3097 Limited Partnership. The City shall not be obligated to approve any platting for said additional development until plans are presented to the City Engineer for construction of the said roadway.



- d. The City shall not be obligated to approve any platting for said additional development until plans for construction of the roadway are submitted to the City Engineer for approval.

**Section 4. Utilities.**

- a. Water — All required onsite and offsite water lines and other improvements shall be constructed by the Developer and accepted by the City prior to the issuance of any Building Permit, unless otherwise approved herein.
- b. Sewer — All required onsite and offsite sewer lines and other improvements shall be constructed by the Developer and accepted by the City prior to the issuance of any Building Permit, unless otherwise approved herein.
- c. Drainage —
- (i) All required onsite and offsite improvements, as outlined in the engineering plans approved by the City, shall be constructed by the Developer and accepted by the City prior to the issuance of any Building Permit, unless otherwise approved herein.
  - (ii) The remaining portion of the \$180,000 escrow amount as referenced above is to be used by the City in construction of offsite drainage improvements to the Brockway Creek drainage basin as shown by Exhibit "B". City agrees to move forward with the design and construction of said improvements.
  - (iii) Prior to the issuance of any Building Permit, the Developer and City will execute an agreement for operation and maintenance of the detention pond facility as shown on **Exhibit A**.

**Section 5. Public Facilities to be Provided by the City.** The City makes no guarantee that water supply or wastewater treatment capacity will be available at any particular time or place, it being fully understood by both parties hereto that the ability of the City to supply water and wastewater services is subject to the City's water and wastewater system capacity. The City shall be the sole judge of the availability of such capacity to supply such water and/or wastewater services, provided, however, that the City will use its best efforts to insure that said water supply and wastewater treatment capacity is available.

**Section 6. Fees to be Paid by the Developer.** The Developer and subsequent subdividers or developers within the development hereby agree to pay the City all required fees, including impact fees, at the time specified in the applicable City ordinances.

**Section 7. Pro rata Costs.** If the City or others construct any portion of the Ralph M. Hall Parkway or Steger Town Drive, not required for construction by this Agreement,



Developer shall pay its pro rata share for that portion of the referenced roadways that is attributable and relate to the Steger Towne Addition. Payment of the said pro rata share shall occur at the time of additional platting or development of the Steger Towne Addition, Phase 2.

**Section 8. Maintenance.** Prior to final acceptance of any public improvements, the Developer shall furnish to the City a good and sufficient maintenance bond in the amount of ten percent (10%) of the contract price of such improvements, or in such amount as approved by the City, to indemnify the City for a period of one (1) year from the date of final acceptance of such improvements, against any repairs which may become necessary to any part of the construction work, performed in connection with the subdivision and/or development, arising from defective workmanship or materials used therein.

**Section 9. Waiver.** The Developer expressly acknowledges that by entering into this Agreement, the Developer, its successors, assigns, vendors, grantees, and/or trustees, shall never construe this Agreement as waiving any of the requirements of the Zoning Ordinance or Subdivision Regulations or any other ordinance of the City, except as herein agreed upon.

**Section 10. Hold Harmless.** The Developer, its successors, assigns, vendors, grantees, and/or trustees do hereby agree to fully release, indemnify, and hold harmless the City from all claims, suits, judgments, and demands which have accrued or which may accrue because of such development.

**Section 11. Default.** In the event the Developer fails to comply with any of the provisions of this Agreement, the City shall be authorized to cease issuance of any further Certificates of Occupancy or Building Permits in the Steger Town Addition, and the City shall be further authorized to file this instrument in the Mechanic's Lien records of Rockwall County as a Mechanic's Lien against the subdivision; and in the alternative, the City shall be authorized to levy an assessment against the subdivision for public improvements to be held as a tax lien against the property by the City.

**Section 12. Parties Bound.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

**Section 13. Governing Law.** This Agreement shall be governed by and construed in accordance with the Laws of the State of Texas. Venue shall be in Rockwall County, Texas.

**Section 14. Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**Section 15. Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the City and Developer. This Agreement may only be changed or modified with the written consent of the Developer and of the governing City Council of the City. Such modification may be requested by either party, but shall not, in any event, be effective unless and until approved by the City Council of the City.

01812  
00067

0181200068

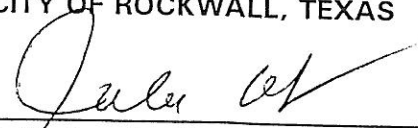
**Section 16. Covenant Running with the Land.** This Agreement shall be considered as a covenant running with the land and shall be binding upon Developer, its successors and assigns, and shall be filed of record, in conjunction with the final plat, in the Plat Records, Rockwall County, Texas.

**Section 17. Termination and Release.** Upon the satisfactory completion by the Developer and final acceptance by the City of all requirements of this Agreement, this Agreement shall terminate and the City will execute a release of covenant to the Developer, its assigns, successors, grantees, trustees and/or representatives and the City shall file said release in the Rockwall County Deed Records.

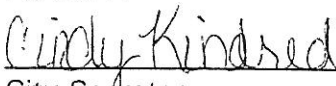
**IN WITNESS WHEREOF,** each of the parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative as of the date hereinabove first mentioned.

**CITY OF ROCKWALL, TEXAS**

By:

  
Julie Couch, City Manager

ATTEST:

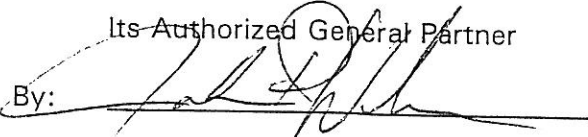
  
Cindy Kindred  
City Secretary

**STEGER TOWNE CROSSING. L.P.**

By: STC ROCKWALL DEVELOPMENT, *INC.*

Its Authorized General Partner

By:

  
John P. Weber, Its President

**AFTER RECORDING, RETURN TO:  
COMMONWEALTH LAND TITLE INSURANCE CO.  
5949 SHERRY LANE, SUITE 111  
DALLAS, TX 75225**

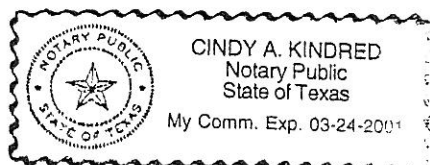
0181200069

# ACKNOWLEDGEMENTS

STATE OF TEXAS §  
COUNTY OF ROCKWALL §

BEFORE ME, the undersigned notary public, on this 28th day of August, 1997, personally appeared Julie Couch, City Manager of the City of Rockwall, known to me to be the identical person who signed the within and foregoing document, and stated that she signed the same as her free and voluntary act and deed, and the free and voluntary act and deed of the City of Rockwall.

WITNESS MY HAND AND SEAL the day and year first above written.



MY COMMISSION EXPIRES:

03-24-2001

(SEAL)

Cindy A Kindred  
Notary Public, State of Texas  
Printed name: Cindy A. Kindred

STATE OF TEXAS §  
COUNTY OF ~~ROCKWALL~~ §  
DALLAS

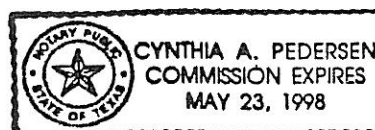
BEFORE ME, the undersigned notary public, on this 28th day of AUGUST, 1997, personally appeared JOHN P. WEBER, PRESIDENT of Steger Towne Crossing, L.P., Developer, known to me to be the identical person who signed the within and foregoing document, and stated that he/she signed the same as his/her free and voluntary act and deed, and the free and voluntary act and deed of Steger Towne Crossing, L.P.

WITNESS MY HAND AND SEAL the day and year first above written.

MY COMMISSION EXPIRES:

(SEAL)

Cynthia A. Pedersen  
Notary Public, State of Texas  
Printed name: \_\_\_\_\_



Month	Number of People
January	10
February	20
March	30
April	40
May	50
June	60
July	70
August	80
September	90
October	100
November	110
December	120

[illegible]

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

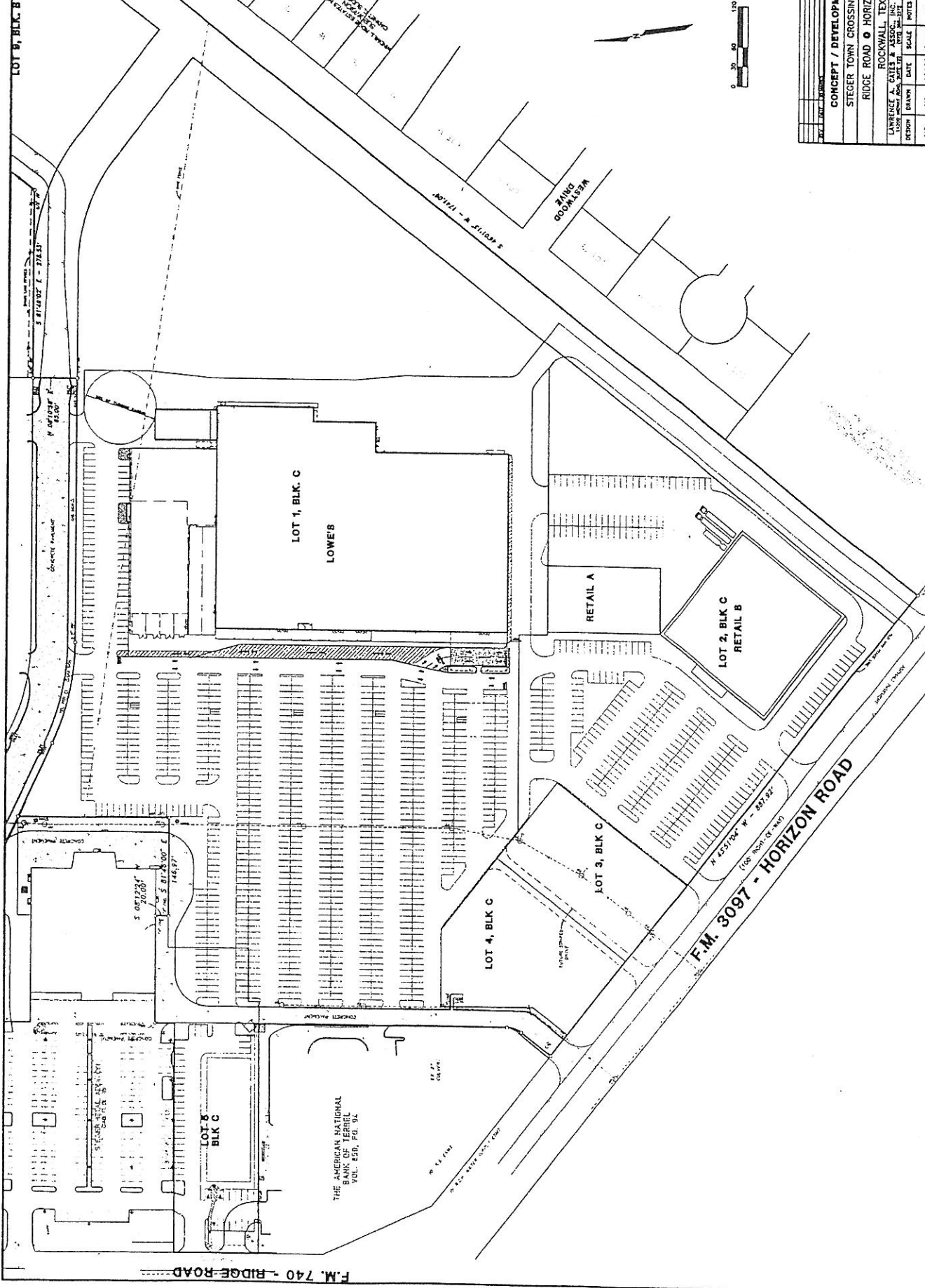


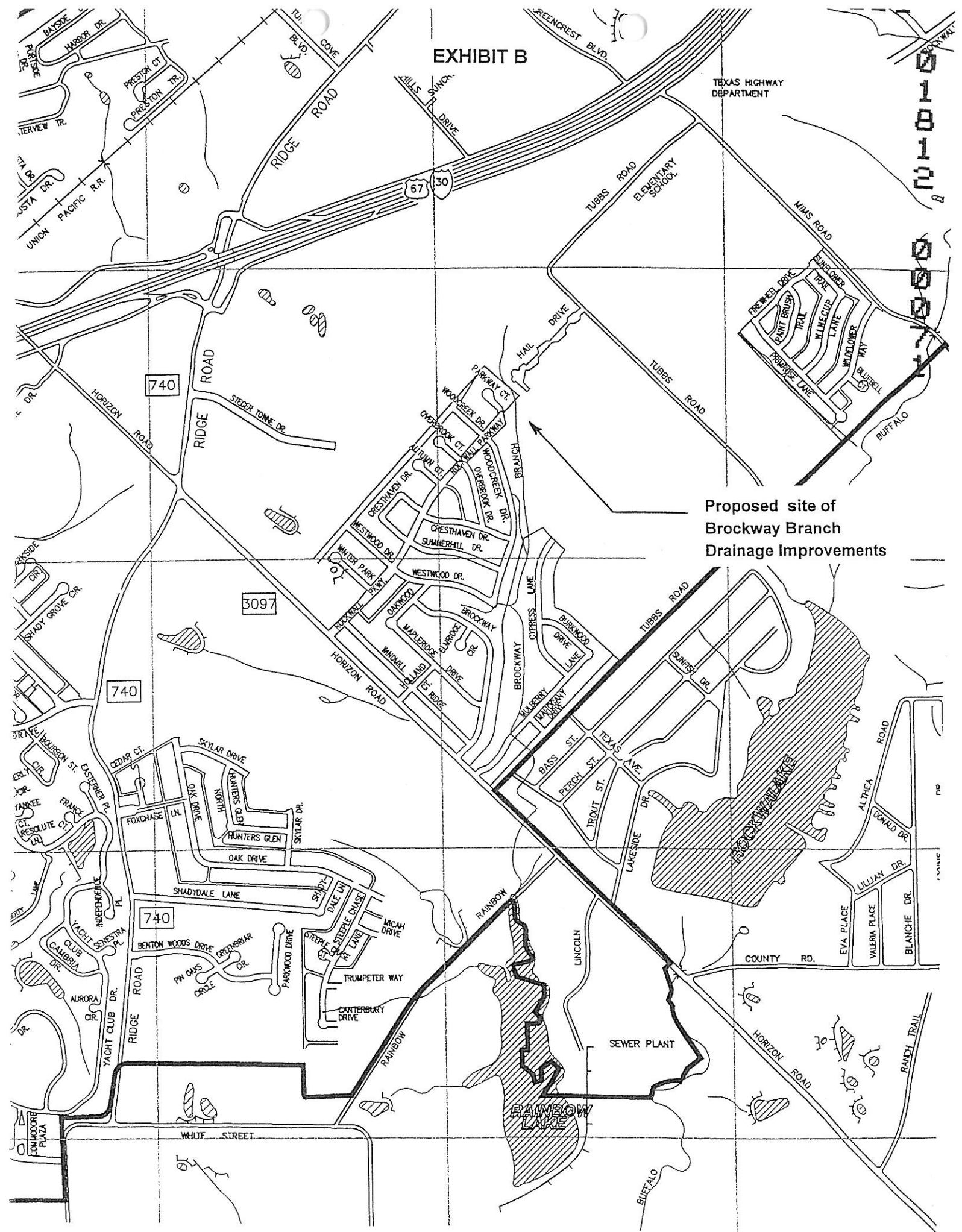
EXHIBIT B

TEXAS HIGHWAY  
DEPARTMENT

01812

00001

Proposed site of  
Brockway Branch  
Drainage Improvements







STATE OF TEXAS §  
COUNTY OF ROCKWALL §  
CITY OF ROCKWALL §

## FACILITIES AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1997, by and between the **CITY OF ROCKWALL, TEXAS** (hereinafter referred to as "City"), and **740/3097 LIMITED PARTNERSHIP** (hereinafter referred to as "Owner").

### WITNESSETH:

**WHEREAS**, the Owner and another party have requested City to permit the platting and/or development of a portion of a tract of land known as Steger Towne Addition, Phase II ("Phase II"); and

**WHEREAS**, Owner owns the remaining unplatted portions of the property shown on **Exhibit A**, i.e., Lots 2 (including Retail Buildings A and B), 3, 4 and 9 (collectively "Phase III"); and

**WHEREAS**, this agreement affects Phase III only; and

**WHEREAS**, the City has approved such platting and/or development of Phase II as being in compliance with all requirements of the Zoning Ordinance and Subdivision Regulations of the City, except as hereinafter agreed upon; and

**WHEREAS**, City has studied the Brockway Branch drainage basin wherein said study recommends that certain improvements be made prior to or in conjunction with additional development within the drainage basin; and

**WHEREAS**, Owner, its vendors, grantees, assigns, successors, trustees, and all others holding any interest now or in the future, agree and enter into this Agreement which shall operate as a covenant running with the land and be binding upon the Owner and its representatives.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, City and Owner do mutually agree as follows:

**Section 1. Platting and Site Planning.** Phase III shall be platted in accordance with the Zoning Ordinance and Subdivision Regulations of the City before any Building Permit will be issued. The Owner shall dedicate, at no cost to the City, all street rights-of-way, alleys, drainage easements, floodways, and other dedications as required by the City at the time of platting. Owner shall comply with all conditions included in the approval of the project.

**Section 2. Public Improvements.** All public improvements, including streets, utilities, drainage, sidewalks, street lighting, street signage, and all other required improvements, shall be provided by Owner at no cost to City, unless otherwise provided herein, in accordance with the Subdivision Regulations of the City and as approved by the City Engineer or his agent. Such improvements shall be installed within all applicable time frames in accordance with the Subdivision

Regulations of the City unless otherwise approved herein. Engineering studies, plan/profile sheets, and other construction document shall be provided for by the Owner at the time of platting, as required by the Subdivision Regulations. Such plans shall be approved by the City Engineer or his agent prior to approval of a Final Plat. Construction of such improvements shall not be initiated until a preconstruction conference has been held regarding the proposed construction.

Construction of all public improvements shall be subject to routine review by the City Engineer or his agent to evaluate conformance with the construction plans and City standards and specifications. However, such review and evaluation shall not relieve the Owner, its engineer or agent, of its obligations for the design, construction and maintenance of the improvements, as set out in this Agreement and other relevant ordinances of the City. Any modification, review or evaluation by the City Engineer shall substantially conform to accepted engineering practices.

The Owner will be responsible for the installation of any required street lighting and for the cost of installation of street name signs. All required street lighting shall be installed and the City shall be reimbursed for the cost of all street name signs prior to final acceptance of any public improvements and the issuance of any Building Permits, unless otherwise provided herein.

Upon completion of the construction of public improvements, as required by this Agreement and the Subdivision Regulations, the Owner shall deliver to the City a reproducible copy of as-built construction plans of the public improvements as constructed or engineered by the Owner.

**Section 3. Thoroughfares.** In conjunction with the platting and development of the hereinabove tract of land, the Owner shall complete the following:

- a. All required rights-of-way within and adjacent to the development as outlined in **Exhibit A** shall be dedicated to the City at the time of platting of Phase III.
- b. Owner shall be responsible for paying to the City the cost of constructing two lanes of the Ralph M. Hall Parkway from the Lowe's driveway to the easternmost boundary of Lot 9, as shown on said **Exhibit A**. Prior to beginning construction of Phase III, as shown on said **Exhibit A**, the owner shall pay 50% of said amount upon platting of any of Lots 3, 4 or 9, or 50% of said amount upon platting of Retail A and B as shown on said **Exhibit A**. The amount for Lots 3, 4 and 9 may be paid as each lot is developed (16.6% per lot).
- c. Owner agrees that the remaining section of Steger Towne Drive, as shown on **Exhibit A**, will be fully constructed at the time of any additional platting and development of Phase III, beyond what is currently known as "Lot 1 Block C" and shown on said exhibit. The City shall not be obligated to approve any platting for said additional development until plans are presented to the City Engineer for construction of the said roadway.
- d. The City shall not be obligated to approve any platting for said additional development until plans for construction of the roadway are submitted to the City Engineer for approval.



**Section 4. Utilities.**

- a. Water — All required onsite and offsite water lines and other improvements shall be constructed by the Owner and accepted by the City prior to the issuance of any Building Permit, unless otherwise approved herein.
- b. Sewer — All required onsite and offsite sewer lines and other improvements shall be constructed by the Owner and accepted by the City prior to the issuance of any Building Permit, unless otherwise approved herein.
- c. Drainage —
  - (i) All required onsite and offsite improvements, as outlined in the engineering plans approved by the City, shall be constructed by the Owner and accepted by the City prior to the issuance of any Building Permit, unless otherwise approved herein.
  - (ii) Prior to the issuance of any Building Permit, the Owner and City will execute an agreement for operation and maintenance of the detention pond facility as shown on **Exhibit A**.

**Section 5. Public Facilities to be Provided by the City.** The City makes no guarantee that water supply or wastewater treatment capacity will be available at any particular time or place, it being fully understood by both parties hereto that the ability of the City to supply water and wastewater services is subject to the City's water and wastewater system capacity. The City shall be the sole judge of the availability of such capacity to supply such water and/or wastewater services, provided, however, that the City will use its best efforts to insure that said water supply and wastewater treatment capacity is available.

**Section 6. Fees to be Paid by the Owner.** The Owner and subsequent subdividers or developers within the development hereby agree to pay the City all required fees, including impact fees, at the time specified in the applicable City ordinances.

**Section 7. Pro rata Costs.** If the City or others construct any portion of the Ralph M. Hall Parkway or Steger Towne Drive, required by this Agreement, the owner shall pay its pro rata share for that portion of the referenced roadways in accordance with Sections 3(b) and 3(c) of this Agreement. Payment of the said pro rata share shall occur at the time of additional platting or development of the Steger Town Crossing as shown in **Exhibit A**.

**Section 8. Maintenance.** Prior to final acceptance of any public improvements, the Owner shall furnish to the City a good and sufficient maintenance bond in the amount of ten percent (10%) of the contract price of such improvements, or in such amount as approved by the City, to indemnify the City for a period of one (1) year from the date of final acceptance of such improvements, against any repairs which may become necessary to any part of the construction work, performed in connection with the subdivision and/or development, arising from defective workmanship or materials used therein.

**Section 9. Waiver.** The Owner expressly acknowledges that by entering into this Agreement, the Owner, its successors, assigns, vendors, grantees, and/or trustees, shall never construe this Agreement as waiving any of the requirements of the Zoning Ordinance or Subdivision Regulations or any other ordinance of the City, except as herein agreed upon.

**Section 10. Hold Harmless.** The Owner, its successors, assigns, vendors, grantees, and/or trustees do hereby agree to fully release, indemnify, and hold harmless the City from all claims, suits, judgments, and demands which have accrued or which may accrue because of such development.

**Section 11. Default.** In the event the Owner fails to comply with any of the provisions of this Agreement, the City shall be authorized to cease issuance of any further Certificates of Occupancy or Building Permits in Phase III, and the City shall be further authorized to file this instrument in the Mechanic's Lien records of Rockwall County as a Mechanic's Lien against the subdivision; and in the alternative, the City shall be authorized to levy an assessment against the subdivision for public improvements to be held as a tax lien against the property by the City.

**Section 12. Parties Bound.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

**Section 13. Governing Law.** This Agreement shall be governed by and construed in accordance with the Laws of the State of Texas. Venue shall be in Rockwall County, Texas.

**Section 14. Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**Section 15. Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the City and Owner. This Agreement may only be changed or modified with the written consent of the Owner and of the governing City Council of the City. Such modification may be requested by either party, but shall not, in any event, be effective unless and until approved by the City Council of the City.

**Section 16. Covenant Running with the Land.** This Agreement shall be considered as a covenant running with the land and shall be binding upon Owner, its successors and assigns, and shall be filed of record, in conjunction with the final plat, in the Plat Records, Rockwall County, Texas.

**Section 17. Termination and Release.** Upon the satisfactory completion by the Owner and final acceptance by the City of all requirements of this Agreement, this Agreement shall terminate and the City will execute a release of covenant to the Owner, its assigns, successors, grantees, trustees and/or representatives and the City shall file said release in the Rockwall County Deed Records.

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative as of the date hereinabove first mentioned.

**CITY OF ROCKWALL, TEXAS**

ATTEST:

By: \_\_\_\_\_  
Julie Couch, City Manager

\_\_\_\_\_  
Cindy Kindred, City Secretary

**740/3097 LIMITED PARTNERSHIP**

By: \_\_\_\_\_  
O. L. Steger III, its General Partner

## ACKNOWLEDGMENTS

STATE OF TEXAS       §  
COUNTY OF ROCKWALL   §

**BEFORE ME**, the undersigned notary public, on this \_\_\_\_\_ day of \_\_\_\_\_, 1997, personally appeared Julie Couch, City Manager of the City of Rockwall, known to me to be the identical person who signed the within and foregoing document, and stated that she signed the same as her free and voluntary act and deed, and the free and voluntary act and deed of the City of Rockwall.

**WITNESS MY HAND AND SEAL** the day and year first above written.

MY COMMISSION EXPIRES:

\_\_\_\_\_  
Notary Public, State of Texas  
Printed name: \_\_\_\_\_

\_\_\_\_\_  
( S E A L )

STATE OF TEXAS       §  
COUNTY OF ROCKWALL   §

**BEFORE ME**, the undersigned notary public, on this \_\_\_\_\_ day of \_\_\_\_\_, 1997, personally appeared O. L. Steger III, known to me to be the identical person who signed the within and foregoing document, and stated that he signed the same as his free and voluntary act and deed, and the free and voluntary act and deed of 740/3097 Limited Partnership.

**WITNESS MY HAND AND SEAL** the day and year first above written.

MY COMMISSION EXPIRES:

\_\_\_\_\_  
Notary Public, State of Texas  
Printed name: \_\_\_\_\_

\_\_\_\_\_  
( S E A L )

C O V E R

S H E E T

ICBO FAX



To: David Doolittle / Bill Crolley  
Fax #: 334-343-5505 / 972-771-7728  
Subject: Recheck - Fire Code  
Date: February 5, 1998  
Pages: 3, including this cover sheet.

COMMENTS:

LOWE'S  
SITE PLAN  
FILES

From the desk of...

Hamid A. Naderi, P.E., C.B.O.  
Staff Engineer  
International Conference of Building Officials  
9300 Jollyville Rd. Ste 101  
Austin, Tx. 78759

800/252-3602 or email naderi@icbo.org  
512/794-8700 Fax: 512/343-9116

91-52



# International Conference of Building Officials

CONFERENCE SERVICES OFFICE  
9300 JOLLYVILLE ROAD, SUITE 101 • AUSTIN, TEXAS 78759-7455 • (512) 794-8700 • fax (512) 341-9116



February 5, 1998

## BOARD OF DIRECTORS

**CHAIRMAN**  
**ALAN P. OLSON, P.E., C.B.O.**  
ASSISTANT DEVELOPMENT  
SERVICES DIRECTOR  
PHOENIX, ARIZONA

**FIRST VICE-CHAIRMAN**  
**KENNETH G. LARSEN, C.B.O.**  
DIRECTOR OF BUILDING AND HOUSING  
CHULA VISTA, CALIFORNIA

**SECOND VICE-CHAIRMAN**  
**DAN R. NICKLE, C.B.O.**  
CODES ADMINISTRATOR  
LAKWOOD, COLORADO

**IMMEDIATE FIRST CHAIRMAN**  
**THOMAS R. THOMPSON, C.B.O.**  
BUILDING OFFICIAL  
BROOMFIELD, COLORADO

**THOMAS C. ANDERSON**  
BUILDING OFFICIAL  
HOPKING, MINNESOTA

**REBECCA BAKER, C.B.O.**  
BUILDING DEPARTMENT DIRECTOR  
COUNTY OF JEFFERSON  
GOLDEN, COLORADO

**FRED R. CHALLUM**  
BUILDING OFFICIAL  
BURLINGAME, CALIFORNIA

**GARRY V. DAVIS, C.B.O.**  
MANAGER OF PERMIT  
AND ZONING ADMINISTRATION  
BARVILLE, ONTARIO, CANADA

**ROGER R. EVANS, C.B.O.**  
DIRECTOR OF BUILDING SERVICES  
AND LICENSING  
SALT LAKE CITY, UTAH

**FRED HERMAN**  
CHIEF BUILDING OFFICIAL  
PALO ALTO, CALIFORNIA

**RONALD L. NIENABER, C.B.O.**  
DIRECTOR OF INSPECTIONS  
MAHF GROVE, MINNESOTA

**JOHN E. PIERCE, C.B.O.**  
BUILDING OFFICIAL  
IRVING, TEXAS

**LARRY W. RICHARDS, C.B.O.**  
BUILDING SAFETY INSPECTOR  
GLENDALE, ARIZONA

**RAINAR W. SCHILLER, C.B.O.**  
BUILDING OFFICIAL  
LAGUNA HILLS, CALIFORNIA

**RON K. WAITS, C.B.O.**  
CHIEF OF BUILDING INSPECTIONS  
BUILDING SAFETY DIVISION  
ANCHORAGE, ALASKA

**DONALD L. WOLFE, P.E.**  
DEPUTY DIRECTOR OF PUBLIC WORKS  
COUNTY OF LOS ANGELES  
ALHAMBRA, CALIFORNIA

**PRESIDENT**  
**JOHN S. TRAW, P.E.**

Plan Check Number: 15046  
Project: Lowe's, Rockwall, Texas  
Project Address : Steger Towne Crossing II  
Rockwall, TX  
Type of Construction: II-N  
Number of Stories: One  
Floor Area: 164,578 sq. ft.  
Valuation: \$4,101,968  
Seismic Zone: Zero  
Basic Wind Speed: 70 MPH, Exposure C  
Ground Snow Load: N/A

OFFICES OF  
**CARROLL L. PRUITT, AIA, INCARB**  
SENIOR MANAGER  
pruittl@icbo.org

**HAMID NADERI, P.E., C.B.O.**  
STAFF ENGINEER  
naderi@icbo.org

Mr. David Doolittle  
820 S. University Blvd., Ste. 2-G  
Mobile, AL 36609

Via Fax: 334/343-5505

**Subject: Recheck - Fire Code**

Dear Mr. Doolittle:

Revised drawings and additional data submitted on January 30, 1998 have been reviewed and the re-check comments included in the attached report. Any comments not listed may be considered responded to satisfactorily. Please call 512-794-8700 if you should have any questions. We are awaiting additional revised drawings and supporting documents from your office, based on our telephone conversation of February 4, 1998, to issue any recheck comments on other topics.

Sincerely yours,

International Conference of Building Officials

*Hamid Naderi*

Hamid A. Naderi, P.E., C.B.O.  
Staff Engineer

cc: Bill Crolley, City of Rockwall Director of Community Development

HN/kp

MAIL AND KICKS 15046/0001/TTT7 WPD

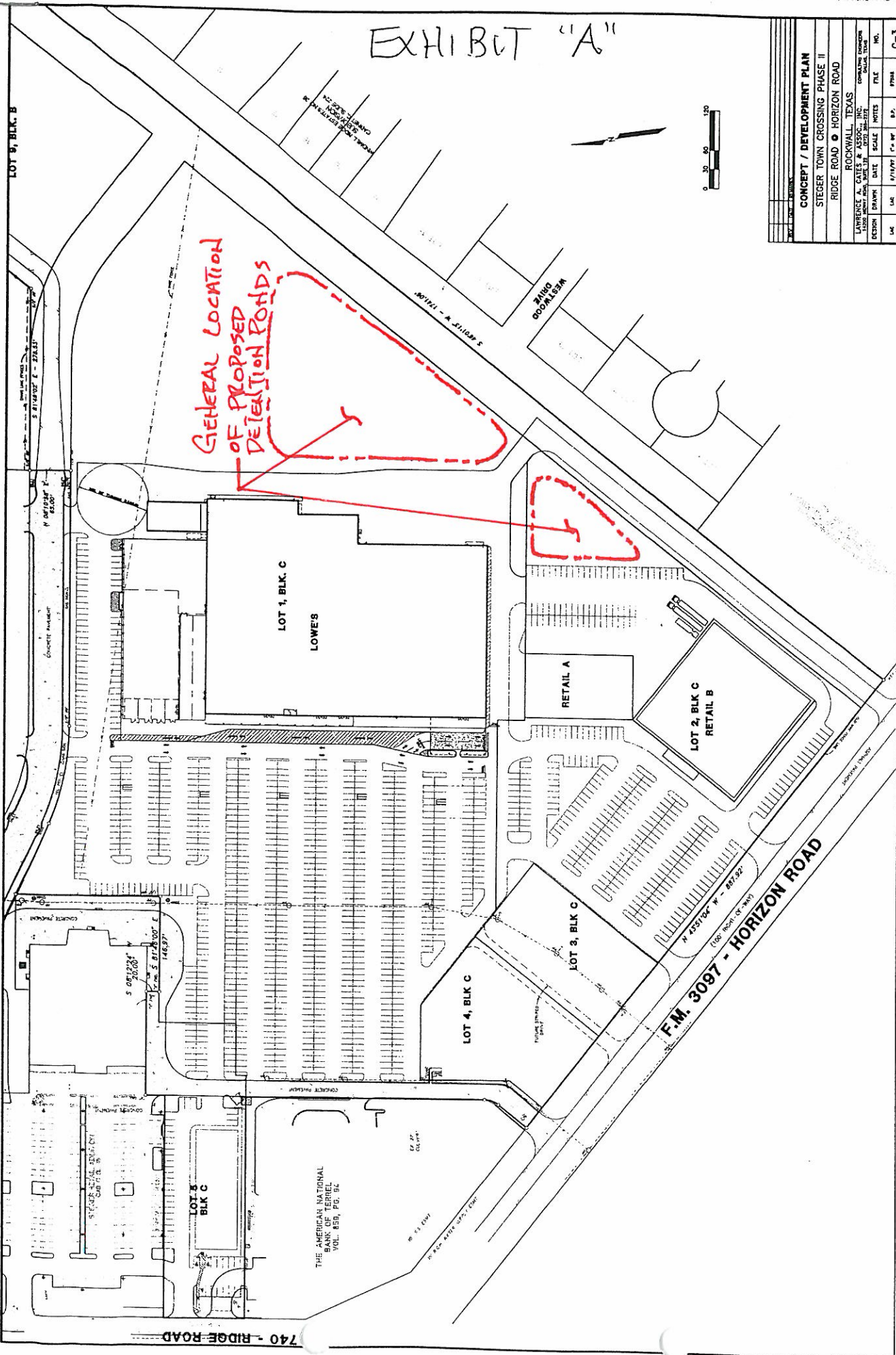
Plan Check Number: 15046  
Lowe's Project, Rockwall, Texas  
Fire Re-Check  
February 5, 1998

### Fire Re-Check

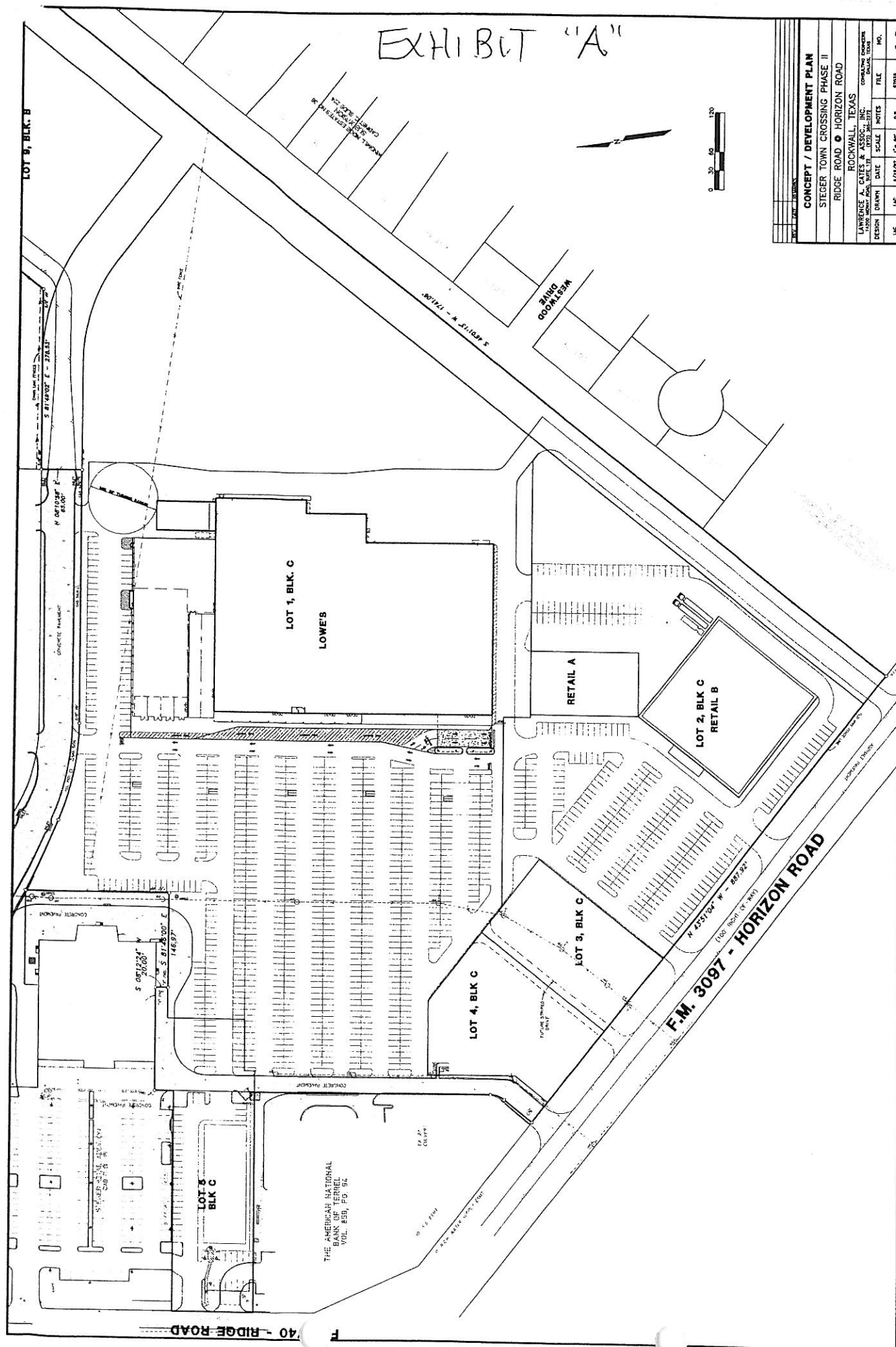
1. ICBO is in receipt of the approved alternative methods of compliance. For the smoke removal system, the system design or design fire has not been specified. The design of the mechanical smoke removal system must be validated by a Texas Registered Professional Engineer. Note that the report must be specific to the storage arrangements that will occur in this store. It shall include the basis for the selection of the design fire and a substantiation of the adequacy of the fire model(s) used.
2. Rockwall Fire Department should field verify that Class I and II liquids are packaged in metal containers. Lowe's documents do not specify how the class I and II liquids are packaged. *UFC* Section 7902.1.8.2.1 prohibits the storage of Class I and II liquids in plastic containers.
3. Concerning the statement of the fire pump, ICBO is aware of only a few, limited instances where a fire pump was not required for buildings protected by ESFR system. Justification should be provided as to why a fire pump may not be required.



EXHIBIT "A"

[illegible]



[illegible]

# MEMORANDUM

LOWE'S  
FILE

**DATE:** August 15, 1997  
**TO:** Julie Couch, City Manager  
**FROM:** Bill Crolley, Director Of Community Development  
**RE:** Facilities Agreement

---

As you know staff has been working with the developer to finalize the attached facilities agreement. The City Attorney is still reviewing the agreement. If there are any changes staff will update the City Council at the meeting Monday night.

The developer may want two separate agreements since the Steger family still owns a portion of the land covered by the agreement.

STATE OF TEXAS                   §  
COUNTY OF ROCKWALL       §  
CITY OF ROCKWALL           §

## FACILITIES AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1997, by and between the **CITY OF ROCKWALL, TEXAS** (hereinafter referred to as "City"), and **WEBER DEVELOPMENT, INC.** (hereinafter referred to as "Developer").

### W I T N E S S E T H:

**WHEREAS**, the Developer has requested City to permit the platting and/or development of a portion of a tract of land known as Steger Town, Phase 2; and

**WHEREAS**, the City has approved such platting and/or development as being in compliance with all requirements of the Zoning Ordinance and Subdivision Regulations of the City, except as hereinafter agreed upon; and

**WHEREAS**, City has studied the Brockway Branch drainage basin wherein said study recommends that certain improvements be made prior to or in conjunction with additional development within the drainage basin; and

**WHEREAS**, Developer, its vendors, grantees, assigns, successors, trustees, and all others holding any interest now or in the future, agree and enter into this Agreement which shall operate as a covenant running with the land and be binding upon the Developer and its representatives.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, City and Developer do mutually agree as follows:

**Section 1. Platting and Site Planning.** All property owned by the Developer and located within the limits of the development, as shown on **Exhibit A** attached hereto and incorporated herein for all purposes, shall be platted in accordance with the Zoning Ordinance and Subdivision Regulations of the City before any Building Permit will be issued. The Developer shall dedicate, at no cost to the City, all street rights-of-way, alleys, drainage easements, floodways, and other dedications as required by the City at the time of platting. Developer shall comply with all conditions included in the approval of the project.

**Section 2. Public Improvements.** All public improvements, including streets, utilities, drainage, sidewalks, street lighting, street signage, and all other required

improvements, shall be provided by Developer at no cost to City, unless otherwise provided herein, in accordance with the Subdivision Regulations of the City and as approved by the City Engineer or his agent. Such improvements shall be installed within all applicable time frames in accordance with the Subdivision Regulations of the City unless otherwise approved herein. Engineering studies, plan/profile sheets, and other construction document shall be provided for by the Developer at the time of platting, as required by the Subdivision Regulations. Such plans shall be approved by the City Engineer or his agent prior to approval of a Final Plat. Construction of such improvements shall not be initiated until a preconstruction conference has been held regarding the proposed construction.

Construction of all public improvements shall be subject to routine review by the City Engineer or his agent to evaluate conformance with the construction plans and City standards and specifications. However, such review and evaluation shall not relieve the Developer, its engineer or agent, of its obligations for the design, construction and maintenance of the improvements, as set out in this Agreement and other relevant ordinances of the City. Any modification, review or evaluation by the City Engineer shall substantially conform to accepted engineering practices.

The Developer will be responsible for the installation of any required street lighting and for the cost of installation of street name signs. All required street lighting shall be installed and the City shall be reimbursed for the cost of all street name signs prior to final acceptance of any public improvements and the issuance of any Building Permits, unless otherwise provided herein.

Upon completion of the construction of public improvements, as required by this Agreement and the Subdivision Regulations, the Developer shall deliver to the City a reproducible copy of as-built construction plans of the public improvements as constructed or engineered by the Developer.

**Section 3. Thoroughfares.** In conjunction with the platting and development of the hereinabove tract of land, the Developer shall complete the following:

- a. All required rights-of-way within and adjacent to the development as outlined in **Exhibit A** shall be dedicated to the City at the time of platting of Steger Town, Phase 2.
- b. Developer shall be responsible for escrowing with the City the cost of constructing two lanes of the Ralph M. Hall Parkway, as shown on the Site Plan attached hereto, prior to beginning construction of Steger Town, Phase 2. The amount of escrow shall be \$180,000. The City agrees to move forward with the design and construction of this roadway.

- c. Developer agrees that the remaining section of Steger Town Drive, as shown on **Exhibit A**, will be fully constructed at the time of any additional platting and development of the Steger Town Addition beyond what is currently known as "Lowe's Site" and shown on said exhibit. The City shall not be obligated to approve any platting for said additional development until plans are presented to the City Engineer for construction of the said roadway.
- d. Developer agrees that the two lanes of the Ralph M. Hall Parkway adjacent to the remaining portion of Developer's property, as shown on **Exhibit A**, will be fully constructed at the time of any additional platting and development of Steger Town Addition beyond what is currently known as the "Lowe's Site," as shown on said exhibit. The City shall not be obligated to approve any platting for said additional development until plans for construction of the roadway are submitted to the City Engineer for approval.
- e. Developer agrees to construct a north bound deceleration lane and a south bound left turn lane on FM-3097 as shown on the attached **Exhibit A** in conjunction with construction of Phase 2 of Steger Town.

#### **Section 4. Utilities.**

- a. Water — All required onsite and offsite water lines and other improvements shall be constructed by the Developer and accepted by the City prior to the issuance of any Building Permit, unless otherwise approved herein.
- b. Sewer — All required onsite and offsite sewer lines and other improvements shall be constructed by the Developer and accepted by the City prior to the issuance of any Building Permit, unless otherwise approved herein.
- c. Drainage —
  - (i) All required onsite and offsite improvements, as outlined in the engineering plans approved by the City, shall be constructed by the Developer and accepted by the City prior to the issuance of any Building Permit, unless otherwise approved herein.
  - (ii) The \$180,000 escrow amount as referenced above is also to be used by the City in construction of offsite drainage improvements to the Brockway Creek drainage basin. City agrees to move forward with the design and construction of said improvements.

- (iii) Prior to the issuance of any Building Permit, the Developer and City will execute an agreement for operation and maintenance of the detention pond facility as shown on **Exhibit A**.

**Section 5. Public Facilities to be Provided by the City.** The City makes no guarantee that water supply or wastewater treatment capacity will be available at any particular time or place, it being fully understood by both parties hereto that the ability of the City to supply water and wastewater services is subject to the City's water and wastewater system capacity. The City shall be the sole judge of the availability of such capacity to supply such water and/or wastewater services, provided, however, that the City will use its best efforts to insure that said water supply and wastewater treatment capacity is available.

**Section 6. Fees to be Paid by the Developer.** The Developer and subsequent subdividers or developers within the development hereby agree to pay the City all required fees, including impact fees, at the time specified in the applicable City ordinances.

**Section 7. Pro rata Costs.** If the City or others construct any portion of the Ralph M. Mitchell Parkway or Steger Town Drive, not required for construction by this Agreement, Developer shall pay its pro rata share for that portion of the referenced roadways that is attributable and relate to the Steger Town Addition. Payment of the said pro rata share shall occur at the time of additional platting or development of the Steger Town Addition.

**Section 8. Maintenance.** Prior to final acceptance of any public improvements, the Developer shall furnish to the City a good and sufficient maintenance bond in the amount of ten percent (10%) of the contract price of such improvements, or in such amount as approved by the City, to indemnify the City for a period of one (1) year from the date of final acceptance of such improvements, against any repairs which may become necessary to any part of the construction work, performed in connection with the subdivision and/or development, arising from defective workmanship or materials used therein.

**Section 9. Waiver.** The Developer expressly acknowledges that by entering into this Agreement, the Developer, its successors, assigns, vendors, grantees, and/or trustees, shall never construe this Agreement as waiving any of the requirements of the Zoning Ordinance or Subdivision Regulations or any other ordinance of the City, except as herein agreed upon.

**Section 10. Hold Harmless.** The Developer, its successors, assigns, vendors, grantees, and/or trustees do hereby agree to fully release, indemnify, and hold harmless the City from all claims, suits, judgments, and demands which have accrued or which may accrue because of such development.



**Section 11. Default.** In the event the Developer fails to comply with any of the provisions of this Agreement, the City shall be authorized to cease issuance of any further Certificates of Occupancy or Building Permits in the Steger Town Addition, and the City shall be further authorized to file this instrument in the Mechanic's Lien records of Rockwall County as a Mechanic's Lien against the subdivision; and in the alternative, the City shall be authorized to levy an assessment against the subdivision for public improvements to be held as a tax lien against the property by the City.

**Section 12. Parties Bound.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

**Section 13. Governing Law.** This Agreement shall be governed by and construed in accordance with the Laws of the State of Texas. Venue shall be in Rockwall County, Texas.

**Section 14. Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**Section 15. Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the City and Developer. This Agreement may only be changed or modified with the written consent of the Developer and of the governing City Council of the City. Such modification may be requested by either party, but shall not, in any event, be effective unless and until approved by the City Council of the City.

**Section 16. Covenant Running with the Land.** This Agreement shall be considered as a covenant running with the land and shall be binding upon Developer, its successors and assigns, and shall be filed of record, in conjunction with the final plat, in the Plat Records, Rockwall County, Texas.

**Section 17. Termination and Release.** Upon the satisfactory completion by the Developer and final acceptance by the City of all requirements of this Agreement, this Agreement shall terminate and the City will execute a release of covenant to the Developer, its assigns, successors, grantees, trustees and/or representatives and the City shall file said release in the Rockwall County Deed Records.

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative as of the date hereinabove first mentioned.

**CITY OF ROCKWALL, TEXAS**

By: \_\_\_\_\_  
Julie Couch, City Manager

ATTEST:

\_\_\_\_\_  
City Secretary

**WEBER DEVELOPMENT, INC.**

By: \_\_\_\_\_  
Its Authorized Agent

## ACKNOWLEDGEMENTS

STATE OF TEXAS           §  
COUNTY OF ROCKWALL   §

**BEFORE ME**, the undersigned notary public, on this \_\_\_\_\_ day of \_\_\_\_\_, 1997, personally appeared Julie Couch, City Manager of the City of Rockwall, known to me to be the identical person who signed the within and foregoing document, and stated that she signed the same as her free and voluntary act and deed, and the free and voluntary act and deed of the City of Rockwall.

**WITNESS MY HAND AND SEAL** the day and year first above written.

MY COMMISSION EXPIRES:

\_\_\_\_\_  
Notary Public, State of Texas  
Printed name: \_\_\_\_\_

\_\_\_\_\_  
( S E A L )

STATE OF TEXAS           §  
COUNTY OF ROCKWALL   §

**BEFORE ME**, the undersigned notary public, on this \_\_\_\_\_ day of \_\_\_\_\_, 1997, personally appeared \_\_\_\_\_, \_\_\_\_\_ of Weber Development, Inc., Developer, known to me to be the identical person who signed the within and foregoing document, and stated that he/she signed the same as his/her free and voluntary act and deed, and the free and voluntary act and deed of Weber Development, Inc.

**WITNESS MY HAND AND SEAL** the day and year first above written.

MY COMMISSION EXPIRES:

\_\_\_\_\_  
Notary Public, State of Texas  
Printed name: \_\_\_\_\_

\_\_\_\_\_  
( S E A L )

**City Of Rockwall**  
**Community Development Request Application**

**9752**

**Items Submitted:**

<input type="checkbox"/> Preliminary Plat	<input checked="" type="checkbox"/> Site Plan	<input type="checkbox"/> Conditional Use Permit
<input checked="" type="checkbox"/> Final Plat	<input checked="" type="checkbox"/> Concept Plan	<input checked="" type="checkbox"/> Landscape Plan
<input type="checkbox"/> Replat	<input type="checkbox"/> Overlay District	<input type="checkbox"/> Treescape Plan
<input type="checkbox"/> Vacation of Plat	<input checked="" type="checkbox"/> Building Elevations	<input checked="" type="checkbox"/> Zoning / PD Request

**Description**

Addition Name: STEGER TOWNE CROSSING - PH. II Current Zoning: \_\_\_\_\_

Proposed Zoning: \_\_\_\_\_ No. Of Acres: \_\_\_\_\_ No. Of Lots: 2 No. Of Units: N/A

General Location of Property (or) Address: N.E. CORNER HORIZON RD. @ RIDGE RD.

Proposed Use For Property: RETAIL

Owner's Name: O.L. STEGER, III, GENERAL PARTNER Applicant's Name: JOHN WEBER

Company: 740/3097 LIMITED PARTNERSHIP, L.P. Company: STEGER TOWNE CROSSING, L.P.

Address: 504 WEST RUSK Address: 14850 QUORUM DRIVE, #120

City, State, Zip: ROCKWALL, TEXAS 75087 City, State, Zip: DALLAS, TEXAS 75240

Phone: \_\_\_\_\_ Phone: (972) 991-8472

Representative's Name: JOHN WEBER Submitted By: LAWRENCE A. CATES

Company: STEGER TOWN CROSSING, L.P. Company: LAWRENCE A. CATES & ASSOC.

Address: 14850 QUORUM DRIVE, #120 Address: 14200 MIDWAY RD., #122

City, State, Zip: DALLAS, TEXAS 75240 City, State, Zip: DALLAS, TEXAS 75244

Phone: (972) 991-8472 Phone: (972) 385-2272

**Submittal Fee: (Notaries are available)**

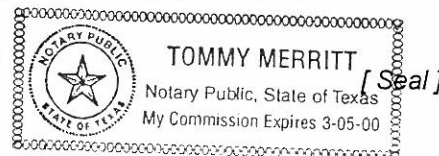
**BEFORE ME**, a Notary Public, on this day personally appeared LAWRENCE A. CATES the undersigned applicant, who under Oath, stated the following:

"I hereby certify that I am the owner, or duly authorized agent of the owner, for the purposes of this application; all information submitted herein is true and correct; and the application fee of \$ 1315.00, to cover the cost of this application, has been paid to the City of Rockwall on this 23 day of July, 19 97.

SUBSCRIBED AND SWORN TO before me, this 23 day of July 19 97. Applicant Signature

03-05-00  
My Commission Expires

Tommy Merritt  
Notary Public in & for the State of Texas





# MINUTES OF THE ROCKWALL CITY COUNCIL

AUGUST 18, 1997

## 10 Call to Order

The Mayor called the meeting to order at 6:05 p.m. Councilmembers present were Buffington, Coleson, Hatfield, Morgan and Welborn. Pat Luby and Todd White were out of town. The Invocation and Pledge of Allegiance was given by Sam Buffington.

## 15 Consent Agenda

- 20 A. Consider Approval of Minutes of August 4, 1997 and Take Any Necessary Action.
- B. Consider Approval of Appointment of Weaver and Tidwell as Auditors for Fiscal Year Ending September 30, 1997, and Take Any Necessary Action.
- 25 C. Consider Approval of Geo Technical and Construction Materials Testing Service Acquisition for the Municipal Service Center and Animal Shelter Projects and Take Any Necessary Action.

Welborn moved to approve all Consent agenda items. Buffington seconded. The Consent Agenda passed by a unanimous vote.

## 30 Appointments/Plats/Plan/Public Hearings

### 35 Appointment with Representative of the Cultural Arts Commission to hear recommendation for funding for Fiscal Year 1997-98 and Take Any Necessary Action.

Joetta Welch Currie, Representative of the Cultural Arts Commission came forward to make a request for funding for Fiscal Year 1997-98. She reviewed the various fund raising activities of the Commission and their recommendation for funding. Welborn asked to see budgets for the organizations recommended for funding. Couch indicated that the Council was being presented a report at this meeting and that additional information could be reviewed later during the budget worksession. Buffington moved to accept the Cultural Arts Commission's report. Morgan seconded Buffington's motion. Council voted unanimously to accept the Cultural Arts Commission report.

### 45 Appointment with Representative of Rockwall Historical Society to hear Annual Report and Request for Funding for Fiscal Year 1997-98 and Take Any Necessary Action.

Linda Burns came forward to present the Annual Report and Request for Funding for Fiscal Year 1997-98. She outlined the projects of the Historical Society, and how they attract people and participation in the group. Ms. Burns mentioned the Historical Society was beginning to create a master plan and she addressed how they utilized funds, amount of funds raised, equipment purchased, and future projects. She stated that the appropriation requested was \$6,500. Ms. Burns addressed needed repairs and funds needed for a shed and windmill. Welborn moved to accept the report. Coleson seconded Welborn's motion. Council voted unanimously to accept this report.

Welborn moved for approval of the Ordinance and zoning and approval of the preliminary plat. Coleson seconded the motion. The request was passed by a unanimous vote.

115 **PZ-97-50-Fence Hold Public Hearing to Consider Approval of a Request from Scotty Gray to allow a front yard fence for 3185 Ridge Road and Take Any Necessary Action.**

120 Crolley outlined the case in detail for Council. He indicated staff recommended approval with the condition that the applicant submit a letter addressing his consent to remove the fence, if necessary, during the FM-740 expansion; and that the removal of the fence would be at Mr. Gray's expense.

125 Hatfield opened the public hearing. The applicant, Scotty Gray, confirmed the letters to the County and City were already written and notarized. He re-confirmed removing the fence at his expense.

130 Hatfield closed the public hearing. Buffington moved to approve the request. Welborn seconded the motion adding the condition that the City Attorney, would review the deed restrictions. The motion passed unanimously.

135 **PZ - 97-54-CUP Hold Public Hearing to Consider Approval of an Ordinance granting a Request from WalMart for a conditional use permit to allow outdoor storage containers with less than 90% masonry exterior to be located at the rear of the building and used during the holiday seasons at 782 I-30 and Take Any Necessary Action (1st reading).**

Crolley discussed the case in detail and indicated that Staff and the Planning and Zoning Commission recommended approval of the request with a condition of screening of the attached drawing.

140 Hatfield opened the Public Hearing. Ronnie Robertson, WalMart store manager, addressed the Council outlining the store's need for storage and plans for screening. He stated the Planning and Zoning Commission recommended approval by a vote of 5 to 2. Welborn clarified the storage bins were not trailers.

145 Mayor Hatfield closed the public hearing. Coleson moved to approve WalMart's request, with staff recommendations. Morgan seconded the motion. Tappen read the caption:

Ord. No. \_\_\_\_

150 AN ORDINANCE OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE  
155 COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF ROCKWALL AS  
HERETOFORE AMENDED SO AS TO GRANT A CONDITIONAL USE PERMIT  
FOR A STRUCTURE NOT MEETING THE EXTERIOR MATERIALS  
REQUIREMENTS ON A TRACT OF LAND DESCRIBED HEREIN; 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.

160 Council voted unanimously to approve the request.

165 **PZ-97-56-RP Discuss and Consider Approval of a request from Clark Smith for a replat of 2 lot into 1 known as Lot 2, Block A of the Lofland Industrial Park currently zoned Light Industrial and containing approximately 1.5 acres generally located on the south east corner of Justin Road and SH-205 and Take Any Necessary Action.**



220 **Crossing for 2 lots consisting of approximately 18 acres and generally located on the south side of Steger Towne Drive and 600' east of FM-740 and Take Any Necessary Action.**

Crolley outlined the request. He indicated staff recommended approval with the following conditions:

- 225
1. Cross Access provided to future tract along FM-3097
  2. Approval from TxDOT for driveway connection and turn lane designs
  3. Hardware structures for nursery and staging area painted to match vinyl coated chain link.
  - 230 4. Approval of a Facilities Agreement for construction of Ralph Hall Parkway, Steger Towne Drive, offsite drainage improvements and detention pond operation and maintenance.
  5. Approval of engineering plans.

235 Coleson moved to approve the request with staff's conditions and suggested Council approve the Facilities Agreement at the next Council meeting. Buffington seconded the motion. Council unanimously approved the request.

240 Mayor Hatfield recessed the Council meeting at 7:20 p.m. The meeting reconvened at 7:35 p.m.

**PZ-97-49-SP** Discuss and Consider Approval of a Request from Dave Mayberry to allow a temporary parking lot approximately 90' x 430' on 1 lot at Andrews Ford located at 990 East I-30 and Take Any Necessary Action.

245 Crolley outlined the request. He indicated Staff recommended the applicant be allowed to use this temporary parking for eight months with the condition that at the end of the eight months, the applicant would be prepared to have the parking lot meet all City requirements.

250 Welborn asked if the Council were to just approve temporary use of what is currently being used. Mr. Crolley answered affirmatively. Buffington asked if we were going to have an agreement with the new company for a better parking area. Crolley answered that it was contingent upon the time frame (either 8 months or year) the Council agreed upon. Buffington suggested a request for an upgrade. Hatfield stated a new company would not want a dirt parking lot for its customers. Crolley suggested a one page agreement.

255 Mr. Mayberry, the applicant, came forward and addressed Buffington's concerns. Welborn asked Mr. Mayberry if the sale was pending and whether an agreement existed. Mr. Mayberry confirmed the existence of an agreement and pending sale; stating that all should be finalized in a few months. Welborn asked if the new owner had a plan for building a new facility. Mr. 260 Mayberry confirmed that an extension of time frame was needed. Couch, suggested this case was truly not a traditional zoning matter. Coleson moved to consider allowing temporary use of the parking area, along with all the necessary contracts, and subject to staff recommendations and that the Council review it within the next 6 months. Welborn seconded the motion with the amendment of review in 6 months instead of one year. Council unanimously approved the 265 motion.

**Discuss and Consider a Request from Applebee's Restaurant for a Setback Variance for a Sign Located at 695 East I-30 and Take Any Necessary Action.**

c. Land Acquisition pursuant to Section 551.072: Land Acquisition for City Facilities.  
Council took necessary action as a Result of the Executive Session.

325 With no action being taken as a result of Executive Session, the Mayor adjourned the meeting at  
9:00 p.m.

330 \_\_\_\_\_  
George R. Hatfield, Mayor

Attest:

335 \_\_\_\_\_  
Cindy Kindred, City Secretary

PROPERTY DESCRIPTION

BEING ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND SITUATED IN THE JAMES SMITH SURVEY, ABSTRACT NO. 200, ROCKWALL COUNTY, TEXAS, SAID TRACT BEING PART OF THE 68.719 ACRE TRACT DESCRIBED IN DEED TO 740/3097 LIMITED PARTNERSHIP AS RECORDED IN VOLUME 620 AT PAGES 69, 73, 77, 81, AND 85 OF THE DEED RECORDS OF ROCKWALL COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE SOUTH LINE OF STEGER TOWNE DRIVE, A 65.0 FOOT RIGHT OF WAY AS SHOWN ON THE PLAT OF STEGER TOWNE CROSSING PHASE I, AN ADDITION TO THE CITY OF ROCKWALL, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET C, SLIDES 345-346 OF THE MAP RECORDS OF ROCKWALL COUNTY, TEXAS, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE STEGER RETAIL ADDITION, AN ADDITION TO THE CITY OF ROCKWALL, AS RECORDED IN CABINET C, SLIDE 116 OF THE PLAT RECORDS OF ROCKWALL COUNTY;

THENCE: SOUTH 57°30'07" EAST ALONG SAID SOUTH LINE OF STEGER TOWNE DRIVE A DISTANCE OF 120.53 FEET TO A 5/8" IRON ROD FOUND FOR CORNER, SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 24°18'55" AND A RADIUS OF 365.00 FEET, WHOSE CHORD BEARS SOUTH 69°39'34" EAST AT 153.74 FEET;

THENCE: SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT AND FOLLOWING THE SOUTH LINE OF STEGER TOWNE DRIVE AN ARC DISTANCE OF 154.90 FEET TO A 5/8" IRON ROD FOUND FOR CORNER;

THENCE: SOUTH 81°49'02" EAST AND FOLLOWING THE SOUTH LINE OF STEGER TOWNE DRIVE A DISTANCE OF 392.34 FEET TO A 5/8" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF STEGER TOWNE DRIVE DEDICATION;

THENCE: NORTH 08°10'58" EAST ALONG THE EAST LINE OF STEGER TOWNE DRIVE DEDICATION A DISTANCE OF 65.00 FEET TO A 5/8" IRON ROD FOUND FOR CORNER, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 2 IN BLOCK A AND THE SOUTHWEST CORNER OF LOT 1 IN BLOCK A OF THE AFORESAID STEGER TOWNE CROSSING PHASE I;

THENCE: SOUTH 81°49'02" EAST ALONG THE SOUTH LINE OF LOT 1 IN BLOCK A, A DISTANCE OF 278.53 FEET TO A 5/8" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 1 IN BLOCK A;

THENCE: NORTH 45°51'37" EAST ALONG THE EAST LINE OF LOT 1 IN BLOCK A, A DISTANCE OF 335.89 FEET TO A 1/2" IRON ROD FOUND FOR CORNER, SAID POINT BEING IN THE SOUTHWESTERLY LINE OF LOT 1, BLOCK A OF CHURCH ON THE ROCK ADDITION, AN ADDITION TO THE CITY OF ROCKWALL, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET B, SLIDE 84 OF THE MAP RECORDS OF ROCKWALL COUNTY, TEXAS, AND THE NORTHEASTERLY LINE OF THE AFORESAID 740/3097 LIMITED PARTNERSHIP 68.719 ACRE TRACT;

THENCE: SOUTH 44°08'26" EAST ALONG THE COMMON LINE OF THE CHURCH ON THE ROCK ADDITION AND THE 740/3097 LIMITED PARTNERSHIP TRACT FOR A DISTANCE OF 357.29 FEET TO A 1/2" IRON ROD FOUND FOR THE MOST EASTERLY CORNER OF THE 740/3097 LIMITED PARTNERSHIP TRACT; SAID POINT BEING IN THE NORTHWESTERLY LINE OF WINDMILL RIDGE ESTATES NO. 38, AN ADDITION TO THE CITY OF ROCKWALL, TEXAS ACCORDING TO THE PLAT THEREOF AS RECORDED IN THE PLAT RECORDS OF ROCKWALL COUNTY, TEXAS;

THENCE: SOUTH 46°01'13" WEST ALONG THE COMMON LINE OF THE 740/3097 LIMITED PARTNERSHIP TRACT AND WINDMILL RIDGE ESTATES NO. 38, AND THE NORTHWESTERLY LINE OF A 65 FOOT UNNAMED STREET AND PASSING ITS MOST SOUTHERLY CORNER AND FOLLOWING THE NORTHWESTERLY LINE OF OUR SAVIOR EVANGELICAL LUTHERAN CHURCH OF ROCKWALL, AS RECORDED IN VOLUME 223 AT PAGE 40 OF THE DEED RECORDS OF ROCKWALL COUNTY, TEXAS IN ALL A DISTANCE OF 1741.06 FEET TO A 1" IRON PIPE FOUND FOR THE MOST SOUTHERLY CORNER OF THE 740/3097 LIMITED PARTNERSHIP TRACT, SAID POINT BEING IN THE NORTHEAST LINE OF FARM MARKET ROAD NO. 3097 (100 FOOT RIGHT OF WAY);

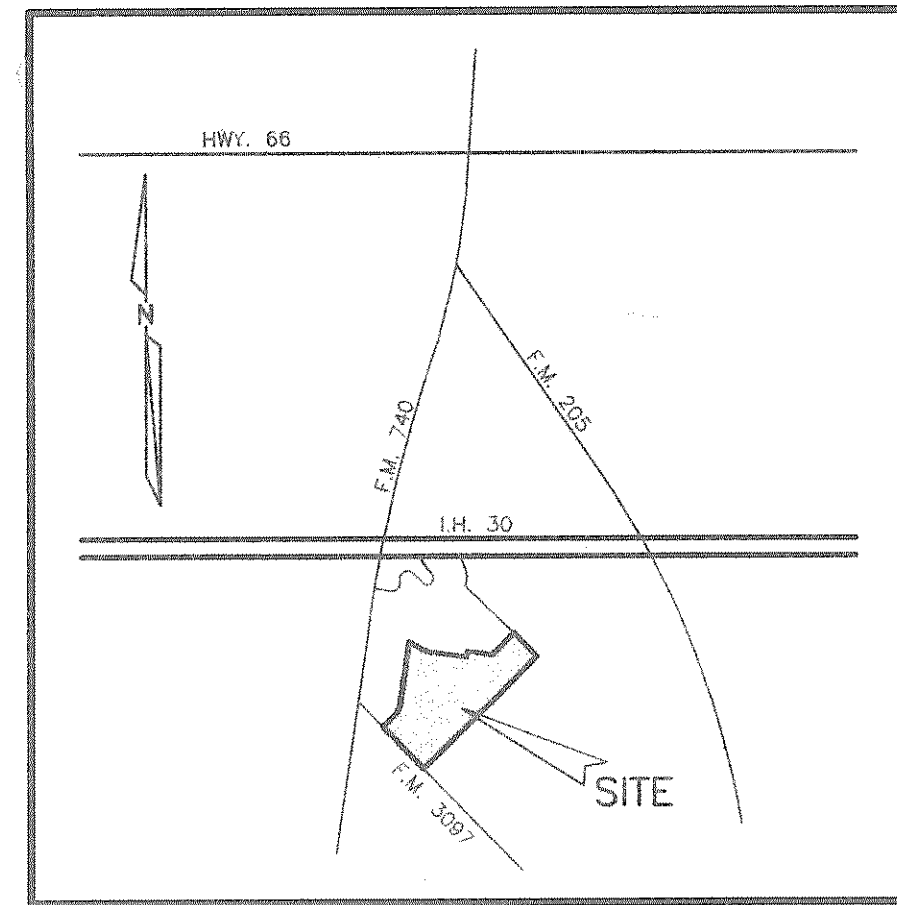
THENCE: NORTH 43°51'04" WEST ALONG THE NORTHEAST LINE OF FARM MARKET ROAD NO. 3097 AND THE SOUTHWEST LINE OF 740/3097 LIMITED PARTNERSHIP TRACT FOR A DISTANCE OF 641.40 FEET TO A 5/8" IRON ROD SET IN THE EAST LINE OF A 20 FEET DRAINAGE AND UTILITY EASEMENT, AS RECORDED IN VOLUME 606, PAGE 317 OF THE DEED RECORDS OF ROCKWALL COUNTY, TEXAS;

THENCE: NORTH 46°08'56" E, ALONG SAID EAST LINE OF THE 20 FEET DRAINAGE AND UTILITY EASEMENT, A DISTANCE OF 182.68 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 37°56'25", A RADIUS OF 285.27 FEET AND WHOSE CHORD BEARS NORTH 27°10'44" EAST, A DISTANCE OF 185.47 FEET;

THENCE: ALONG SAID CURVE AN ARC DISTANCE OF 188.90 FEET TO A POINT AT THE END OF SAID CURVE;

THENCE: NORTH 08°12'31" EAST, CONTINUING ALONG SAID EASEMENT LINE, A DISTANCE OF 427.04 FEET TO A 1/2" IRON ROD FOUND, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID STEGER RETAIL ADDITION;

THENCE: NORTH 08°12'31" EAST, ALONG THE EAST LINE OF STEGER RETAIL ADDITION, A DISTANCE OF 227.18 FEET TO THE POINT OF BEGINNING AND CONTAINING 26.73 ACRES OF LAND, MORE OR LESS.



LOCATION MAP  
(NOT TO SCALE)

EXISTING ZONING 'A'

EXISTING ZONING 'C'

EXISTING ZONING 'C'

PROPOSED ZONING 'C'

EXISTING ZONING 'A'

EXISTING ZONING 'PD-13'

EXISTING ZONING 'PD-9'

EXISTING ZONING 'C'

EXISTING ZONING 'C'

ZONING CHANGE EXHIBIT

PHASE 2  
STEGER TOWNE CROSSING  
A 26.73 ACRE TRACT  
LOCATED IN THE CITY OF ROCKWALL, TEXAS  
ROCKWALL COUNTY, TEXAS

JUNE 18, 1997

FILE COPY  
7-8-97  
97-44



F.M. 740 - RIDGE ROAD

STEEGER TOWNE DRIVE

GARDEN CENTER

LOT 1, BLK. C  
164,578 S.F.  
LOWE'S

DETENTION POND

FUTURE RALPH HALL PARKWAY

WESTWOOD DRIVE

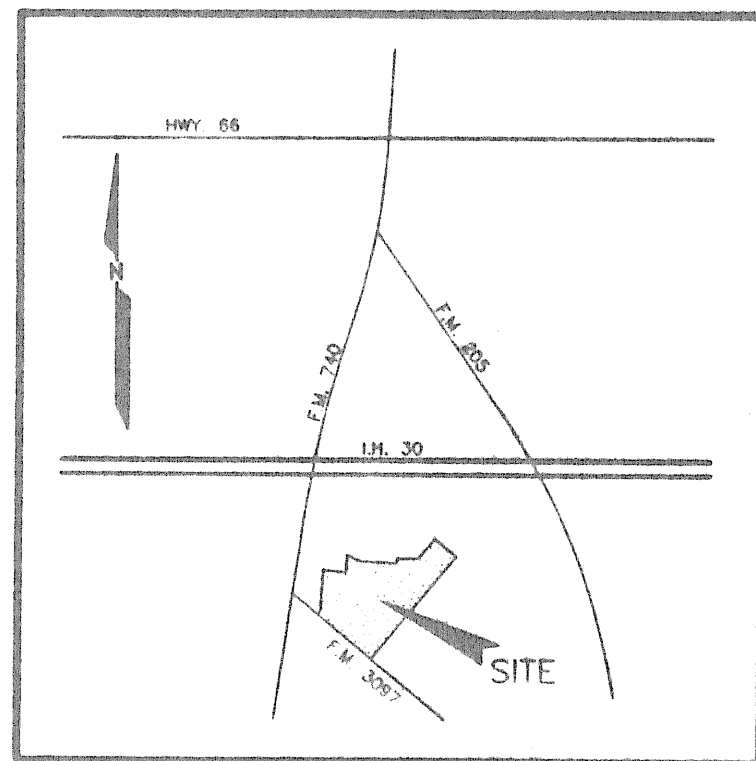
DETENTION POND

55' R.O.W. DEDICATION

WINTER PARK

LOWE'S

SITE TABULATIONS			
EXISTING ZONING: C	USE: RETAIL & GROCERY		
LAND AREA: 18.23	ACRES - 794,099 S.F.		
BUILDING AREAS:			
LOT 1 (LOWE'S)	164,578 S.F.		
(INCLUDES GARDEN CENTER)			
TOTAL:	164,578 S.F.		
BUILDING HEIGHTS:			
LOWE'S	35' - SINGLE STORY (MAX.)		
PARKING:		REQD	AVAIL
LOT 1 (164,578 S.F. PROPOSED LOWE'S @ 1:200)		823	840
		TOTAL	823 840



LOCATION MAP  
(NOT TO SCALE)

Revised  
Per City  
Plans w/ City  
Comments

OWNER:

740/3097 LIMITED PARTNERSHIP, L.P.  
O.L. STEGER, III, GENERAL PARTNER  
504 WEST RUSK  
ROCKWALL, TEXAS 75087

DEVELOPER:

STEEGER TOWNE CROSSING, L.P.  
14850 QUORUM DRIVE, #120  
DALLAS, TEXAS 75240

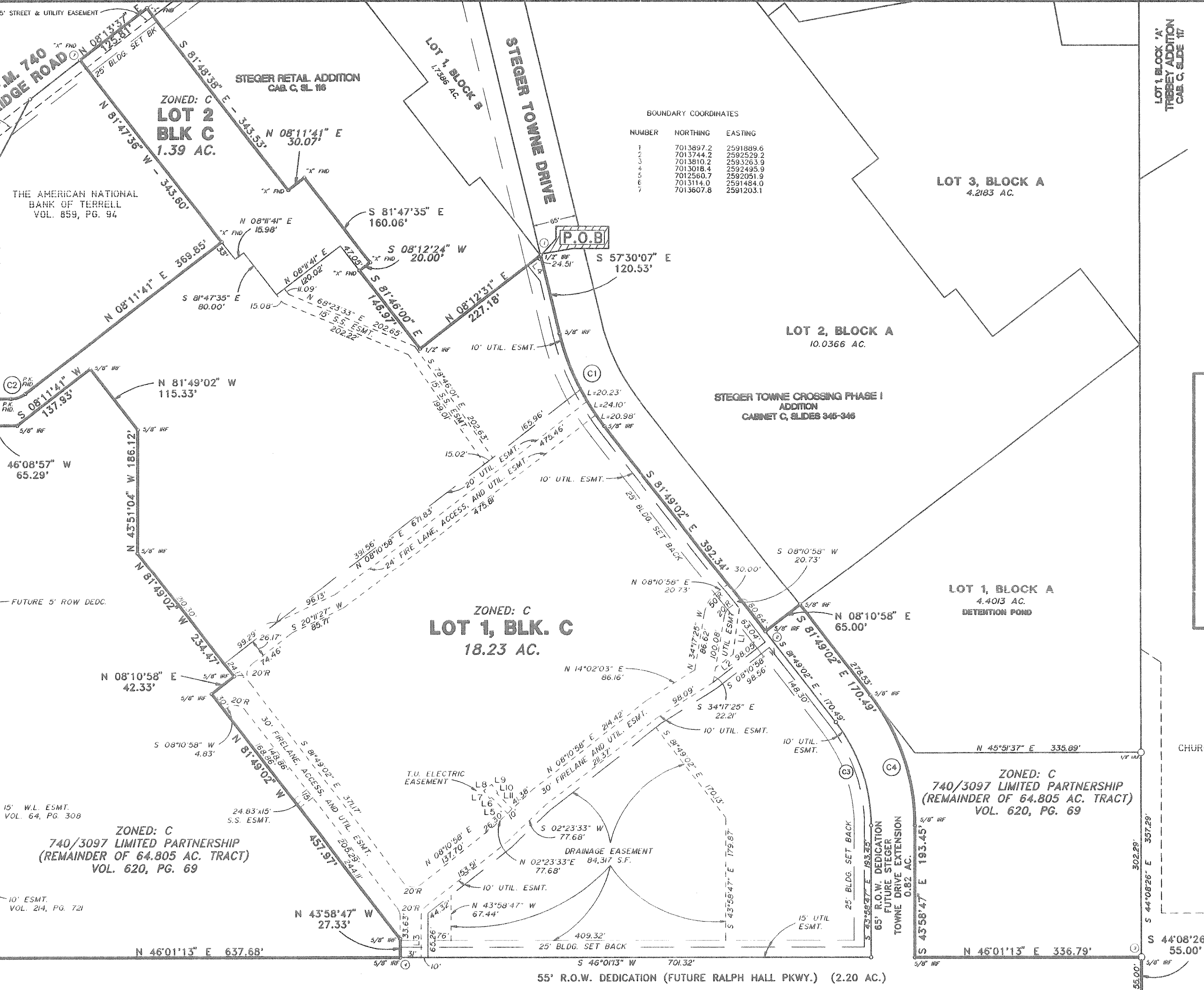
ENGINEER:

LAWRENCE A. CATES & ASSOC.  
14200 MIDWAY ROAD, SUITE 122  
DALLAS, TEXAS 75244

SITE PLAN OF  
**97-52**  
STEEGER TOWNE CROSSING  
PHASE II

LOCATED IN THE CITY OF ROCKWALL, TEXAS  
BEING OUT OF THE  
JAMES SMITH SURVEY, ABSTRACT NO. 200  
ROCKWALL COUNTY, TEXAS

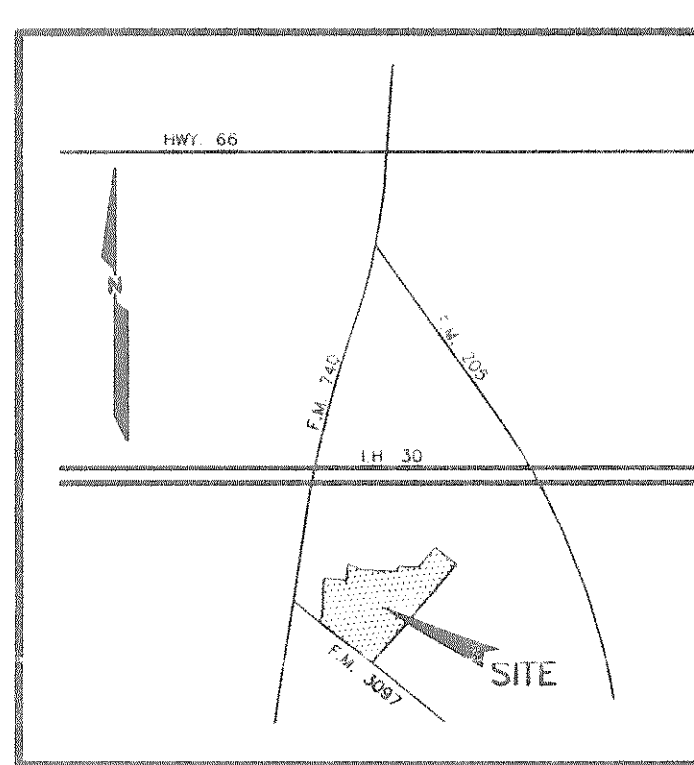
JULY 23, 1997



ENGINEER:  
LAWRENCE A. CATES & ASSOC.  
14200 MIDWAY ROAD, SUITE 122  
DALLAS, TEXAS 75244

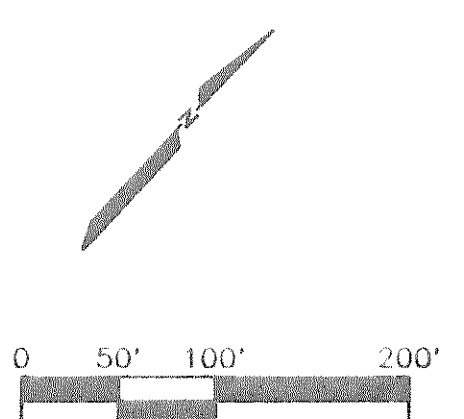
OWNER:  
740/3097 LIMITED PARTNERSHIP  
O.L. STEGER, III, GENERAL PARTNER  
504 WEST RUSK  
ROCKWALL, TEXAS 75087

OWNER:  
STEGER TOWNE CROSSING, L.P.  
14850 QUORUM DR., SUITE 120  
DALLAS, TEXAS 75240



LOCATION MAP  
(NOT TO SCALE)

ZONED "C"  
LOT 1, BLOCK A  
CHURCH ON THE ROCK ADDITION  
CABINET B, SL. 84



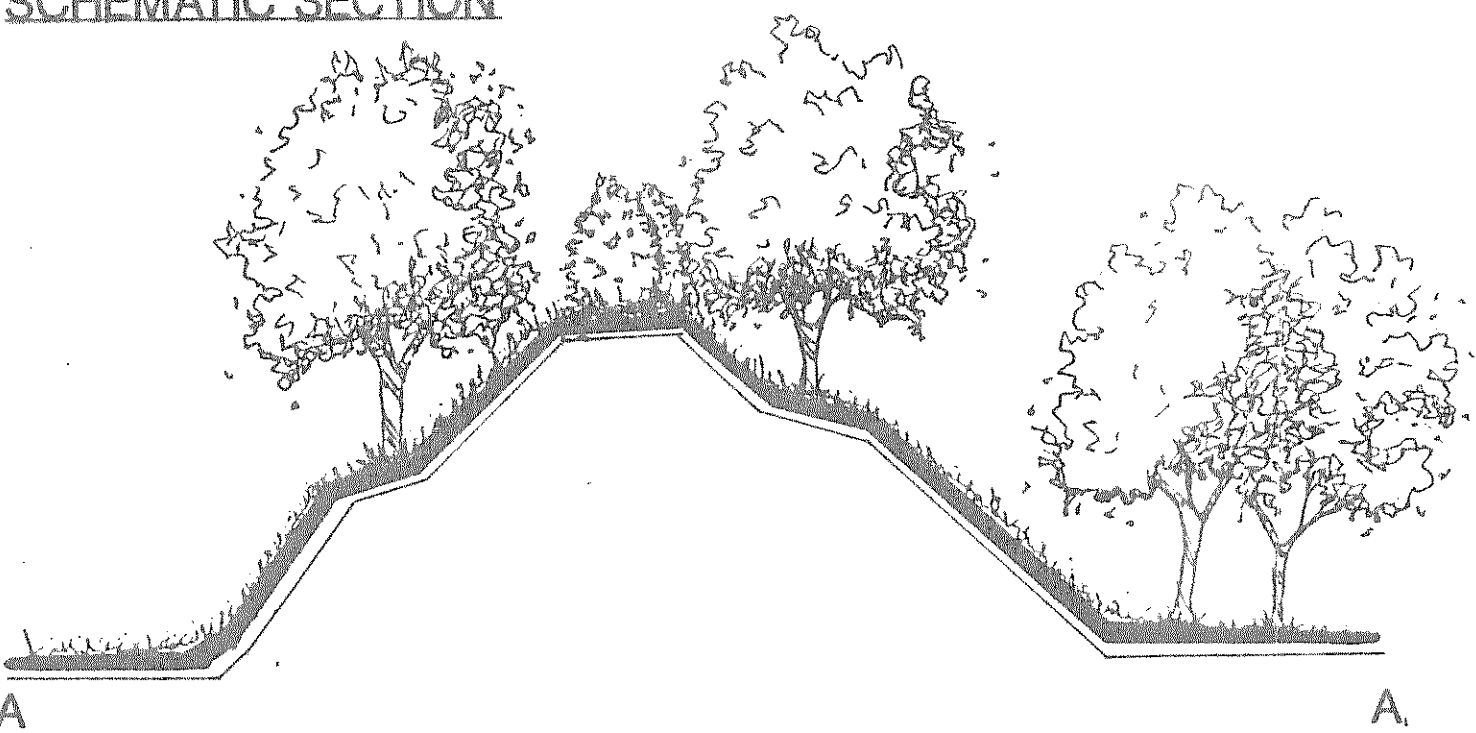
No.	BEARING/DIST
L1	S 36°11'53" E 68.69'
L2	S 08°10'58" W 32.58'
L3	S 43°58'47" E 60.36'
L4	N 81°47'29" W 30.00'
L5	N 88°49'36" W 33.93'
L6	S 08°10'58" W 2.89'
L7	N 81°49'02" W 15.00'
L8	N 08°10'58" E 15.00'
L9	S 81°49'02" E 15.00'
L10	S 08°10'58" W 2.03'
L11	S 88°49'36" E 32.92'

No.	DELTA	RADIUS	LENGTH	CHORD
C1	24°18'55"	365.00'	154.90'	S 69°39'35" E 153.74'
C2	37°57'50"	35.00'	23.19'	N 27°10'14" E 22.77'
C3	37°50'15"	250.00'	155.10'	N 62°53'55" W 162.11'
C4	37°50'15"	315.00'	208.02'	S 62°53'55" E 204.26'

LOTS 1 & 2, BLOCK C,  
STEGER TOWNE CROSSING  
PHASE II  
LOCATED IN THE CITY OF ROCKWALL, TEX  
BEING OUT OF THE  
JAMES SMITH SURVEY, ABSTRACT NO. 20  
ROCKWALL COUNTY, TEXAS



SCHEMATIC SECTION



LANDSCAPE NOTES

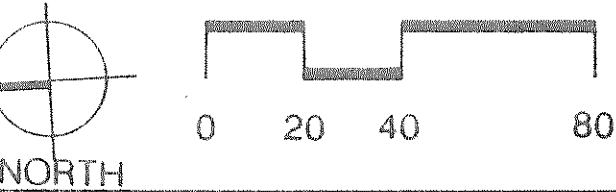
- Contractor shall verify locations of all existing and proposed site elements and notify Architect of any discrepancies. Survey data of existing conditions was provided by others.
- Contractor shall locate all existing underground utilities and notify Architect of any conflicts. Contractor shall exercise caution when working in the vicinity of underground utilities. Contractor shall review Engineers Drawings for extent of existing and proposed utilities.
- Contractor is responsible for obtaining all required landscape and irrigation permits.
- Contractor to provide a minimum 2% slope away from all structures.
- All planting beds and lawn areas to be separated by steel edging, unless noted otherwise.
- All planting beds to be mulched with 2" layer of specified mulch.
- All landscape areas to be 100% irrigated with an underground automatic irrigation system.
- All lawns areas to be Hydromulch unless noted otherwise.

HYDROMULCH NOTES

- Refer to plan for locations of hydromulch seeding.
- Grass seed shall be extra hulled and treated lawn type seed, delivered to the site in it's original unopened container, and shall meet state law requirements.
- Fiber - Shall be one hundred (100%) percent Wood Cellulose Fiber, delivered to the site in it's original unopened container. Use 'Conweb' or equal.
- Fiber Tack - Shall be delivered to the site in it's original unopened container, and shall be 'Terra-Tack One', as manufactured by Grass Growers, Inc., or equal.
- Hydromulch with specified seed at a rate of two (2) pounds per one thousand (1000) sq. ft.
- If installation occurs between September 1 and April 1, or after the threat of last freeze, all hydromulch areas to be Winter Ryegrass. Spread at a rate of four (4) pounds per one thousand (1000) square feet. Contractor shall be required to Re-hydromulch Bermudagrass the following growing season.
- All lawn areas to be hydromulched, shall have one hundred (100%) percent coverage prior to final acceptance.
- Until final acceptance, and until an approved stand of grass is achieved, maintain plantings by watering, cultivating, mowing, weeding, spraying, clearing and replacing as necessary to keep plants in a vigorous, healthy condition. Maintenance period shall extend from time of seeding completion to final acceptance.
- Contractor to establish a dense planting of grasses, free from lumps and depressions. Any part of the area failing to show uniform cover shall be redone, and such replacement shall continue until a dense lawn is established. Scattered bare spots will not be allowed.
- In the event stockpiled topsoil is not available imported shall be brought in. Imported Topsoil shall be natural friable soil for region, known as bottomland soil, free from lumps, clay toxic substances, roots, debris, vegetation, stones, containing no salt and black to brown in color.
- Maintain original grades of lawn areas after commencement of planting and during maintenance period. Provide surface repair to ruts, ridges, tracks, etc. Replant areas as required for final acceptance.
- Take adequate precautions to protect the work against damage. Erect barricades and warning signs as necessary. No pre-emergent herbicides shall be used on any areas to receive seed.
- The work will be accepted when a completed, undamaged stand of grass is achieved, as approved by the Landscape Architect and Owner.

PLANT LEGEND

QUANTITY	PLANT TYPE
SYMBOL	
A.J.	Asian Jasmine
A.P.	Austrian Pine
C.E.	Cedar Elm
C.M.	Crape Myrtle
E.L.	Elaeagnus
L.O.	Live Oak
P.H.	Red Tip-Photinia
R.B.	Redbud
R.O.	Shumard Red Oak
R.Y.	Red Yucca
S.Y.	Softleaf Yucca



SMR  
landscape architecture  
STEVEN M. RAHN, INC.  
The Brewery Building  
703 McKinney Avenue  
Suite 438 LB 107  
Dallas, Texas 75202  
Tel 214 871 0083  
Fax 214 871 0545

LANDSCAPE PLAN

LOWE'S

STEGER TOWNE CROSSING

ROCKWALL, TEXAS

LAWRENCE A. CATES & ASSOC.  
14200 MIDWAY RD. STE. 122 (214) 385-2272 CONSULTING ENGINEERS DALLAS, TEXAS

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
BA	BA	7/29/97	1"=40'			L.2



UNITS ARE 4'-0" TALL  
CURBS ARE 4" TALL  
JOIST SPACING ARE 2 1/2"

5'-10 1/2" ABOVE JOIST BEARING

30'-9 1/2" A.F.F.

324°

29'-0" A.F.F.

3'-2"

5 1/2"

CURB BEARING

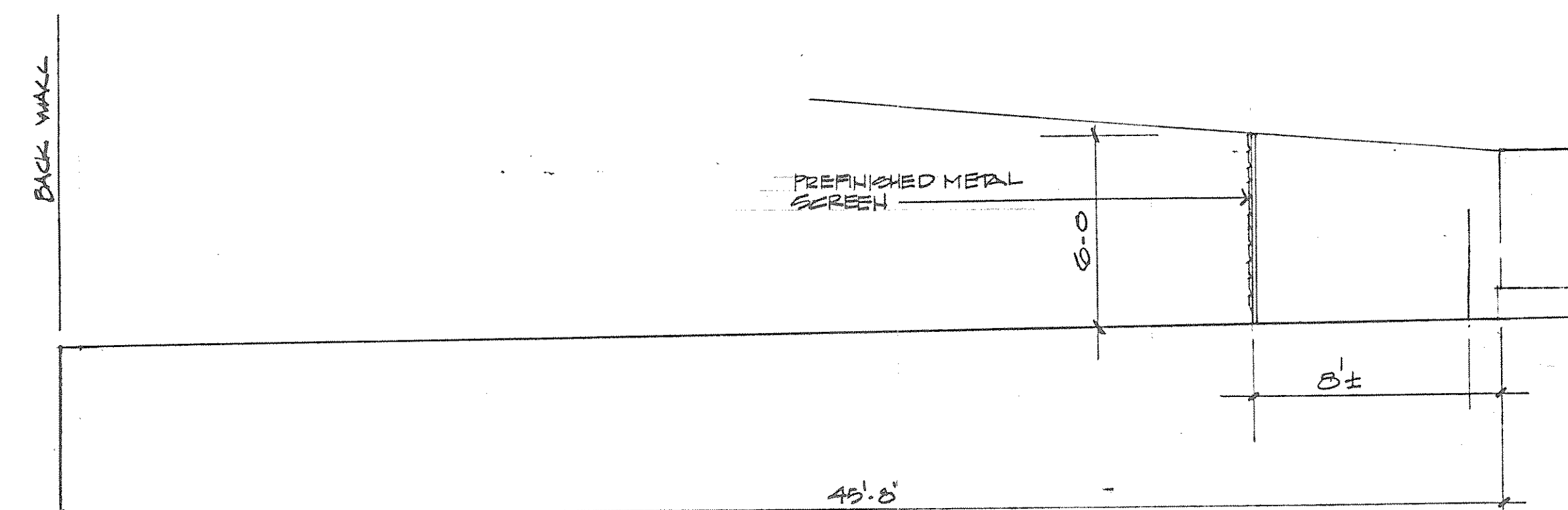
4'-2 1/2"

4'-2 1/2"

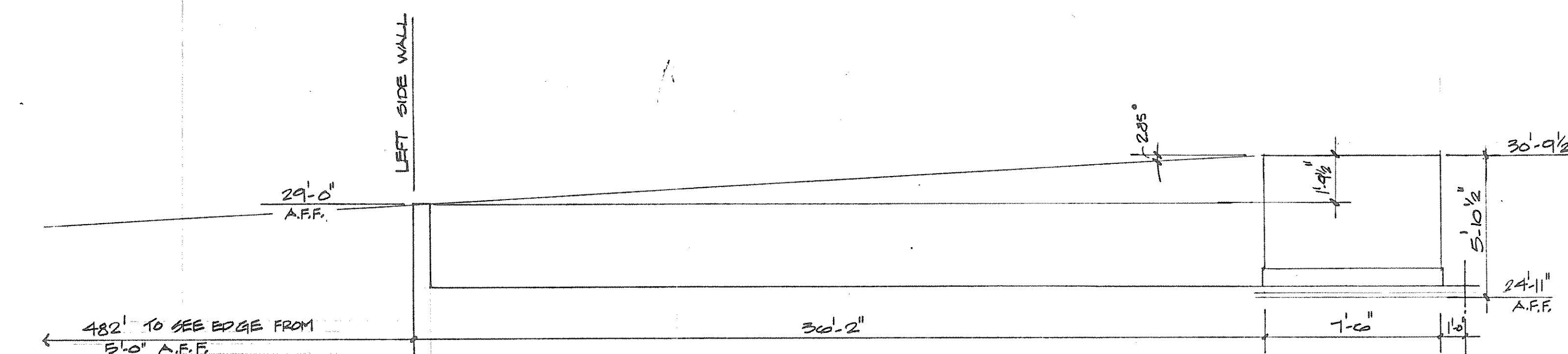
4'-2 1/2" TO SEE EDGE FROM 5'-0" A.F.F.

FRONT WALL

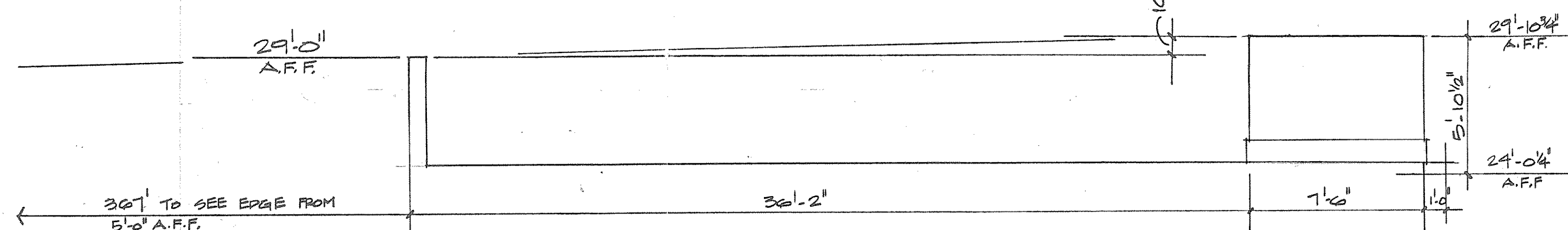
SIDE VIEW OF RTU 1 THRU 5 (NOTE: RTU 4 BEHIND ENTRY PARAPET)



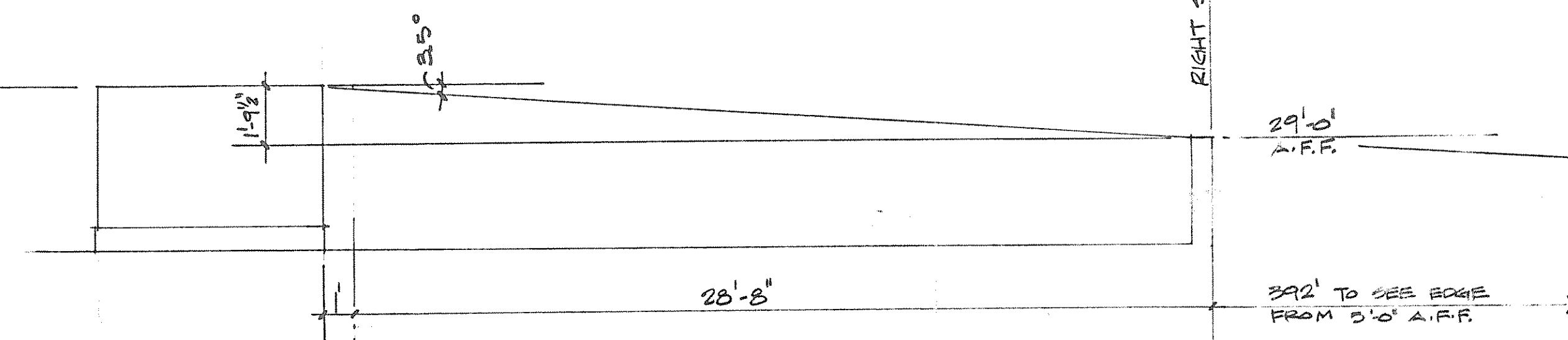
SIDE VIEW @ RTU 1, 2, 3, 6, 7 & 8



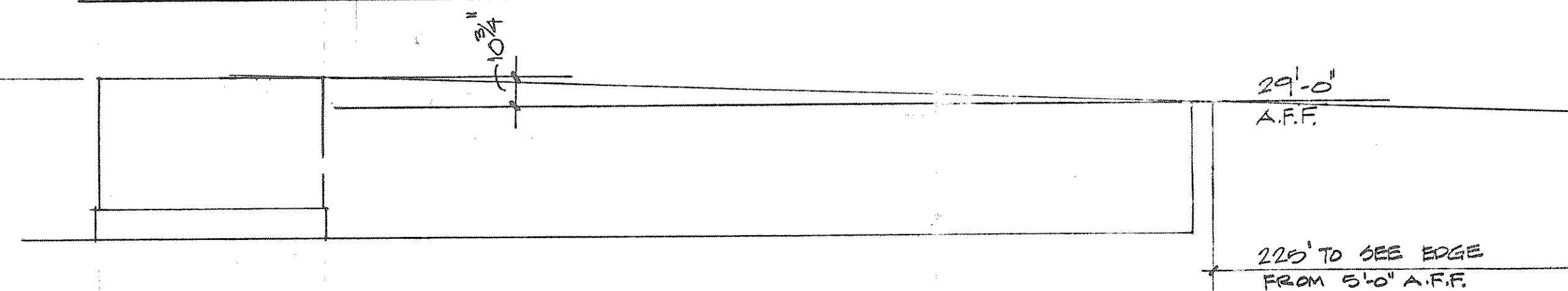
FRONT VIEW OF BTL 5



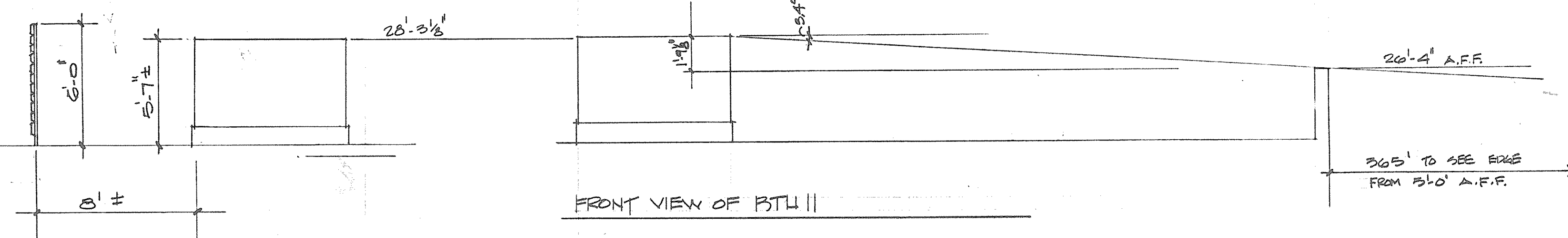
FRONT VIEW OF BTL10



FRONT VIEW OF BTL 1



FRONT VIEW OF BTLG



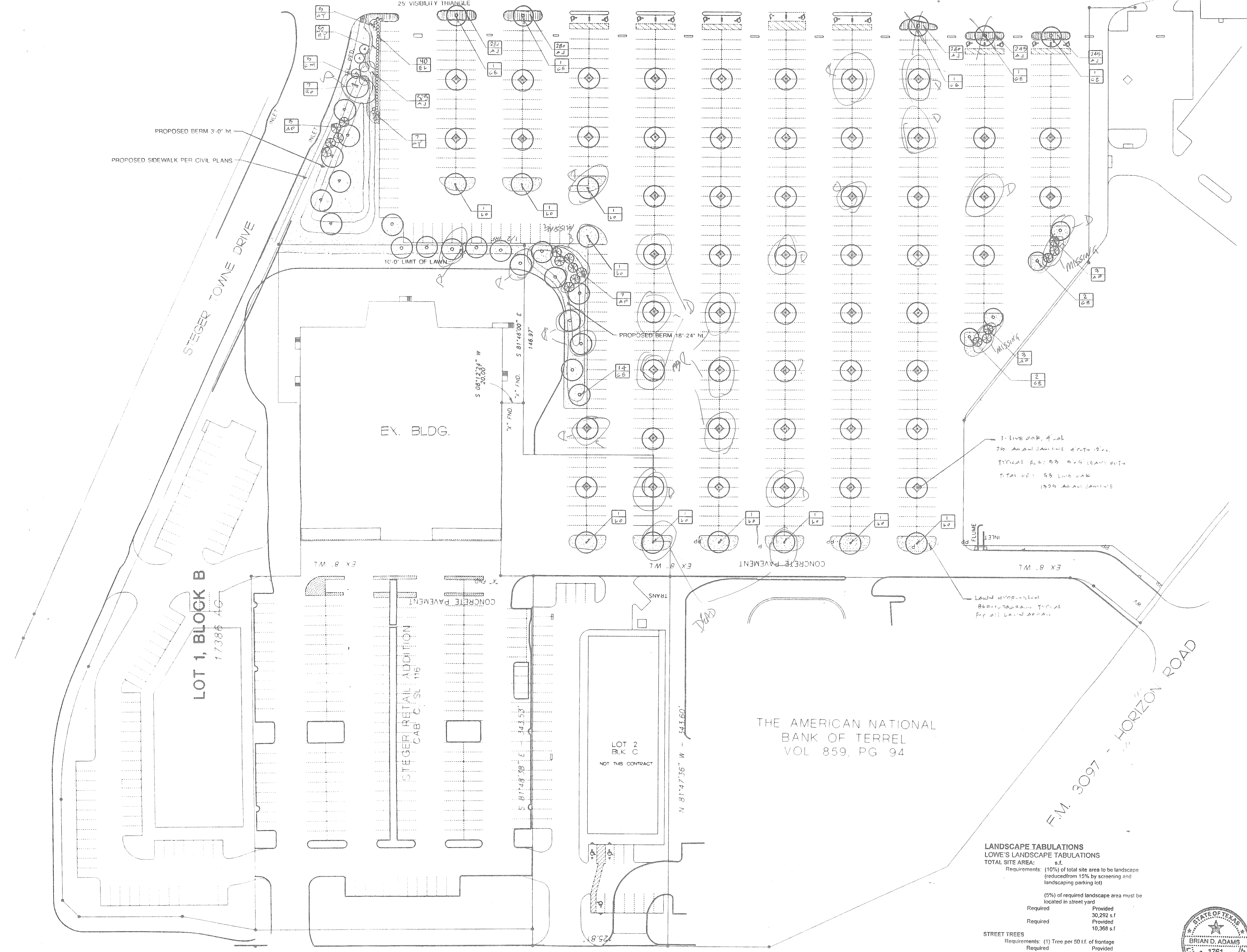
FRONT VIEW OF RTU 17 (SIM. @ RTU 15 & 18)

A NEW STORE FACILITY FOR:  
LOWE'S OF ROCKWALL, TEXAS

**bl architects**  
600 BEL AIR BLVD  
Baltimore, MD 21202  
410.527.1100  
www.blarch.com

REVISIONS	
	22 JUL 97
FILE	22 JUL 97
DATE	1 JUL 97
SHEET	

# SKI



- LANDSCAPE NOTES**
- Contractor shall verify locations of all existing and proposed site elements and notify Architect of any discrepancies. Survey data of existing conditions was provided by others.
  - Contractor shall locate all existing underground utilities and notify Architect of any conflicts. Contractor shall exercise caution when working in the vicinity of underground utilities. Contractor shall review Engineers Drawings for extent of existing and proposed utilities.
  - Contractor is responsible for obtaining all required landscape and irrigation permits.
  - Contractor to provide a minimum 2% slope away from all structures.
  - All planting beds and lawn areas to be separated by steel edging, unless noted otherwise.
  - All planting beds to be mulched with 2" layer of specified mulch.
  - All landscape areas to be 100% irrigated with an underground automatic irrigation system.
  - All lawn areas to be Hydromulch unless noted otherwise.

- HYDROMULCH NOTES**
- Refer to plan for locations of hydromulch seeding.
  - Grass seed shall be extra hulled and treated lawn type seed, delivered to the site in it's original unopened containers, and shall meet state law requirements.
  - Fiber - Shall be one hundred (100%) percent Wood Cellulose Fiber, delivered to the site in it's original unopened containers. Use 'Conveb' or equal.
  - Fiber Tack - Shall be delivered to the site in it's original unopened containers, and shall be 'Terra-Tack One', as manufactured by Grass Growers, Inc., or equal.
  - Hydromulch with specified seed at a rate of two (2) pounds per one thousand (1000) sf.
  - If installation occurs between September 1 and April 1, or after the threat of last freeze, all hydromulch areas to be Winter Ryegrass. Spread at a rate of four (4) pounds per one thousand (1000) square feet. Contractor shall be required to Re-hydromulch Bermudagrass the following growing season.
  - All lawn areas to be hydromulched, shall have one hundred (100%) percent coverage prior to final acceptance.
  - Until final acceptance, and until an approved stand of grass is achieved, maintain plantings by watering, cultivating, mowing, weeding, spraying, clearing and replacing as necessary to keep plants in a vigorous, healthy condition. Maintenance period shall extend from time of seeding completion to final acceptance.
  - Contractor to establish a dense planting of grasses, free from lumps and depressions. Any part of the area failing to show uniform cover shall be redone, and such replacement shall continue until a dense lawn is established. Scattered bare spots will not be allowed.
  - In the event stockpiled topsoil is not available imported shall be brought in. Imported Topsoil shall be natural friable soil for lawn, known as bottomland soil, free from lumps, clay, toxic substances, roots, debris, vegetation, stones, containing no salt and black to brown in color.
  - Maintain original grades of lawn areas after commencement of planting and during maintenance period. Provide surface repair to ruts, ridges, tracks, etc. Replant areas as required for final acceptance.
  - Take adequate precautions to protect the work against damage. Erect barricades and warning signs as necessary. No pre-emergent herbicides shall be used on any areas to receive seed.
  - The work will be accepted when a completed, undamaged stand of grass is achieved, as approved by the Landscape Architect and Owner.

- MAINTENANCE NOTES**
- The Owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscape.
  - All landscape shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding, and other such activities common to landscape maintenance.
  - All landscape areas shall be kept free of trash, litter, weeds, and other such material or plants not a part of this plan.
  - All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year.
  - All plant material which dies shall be replaced with plant material of equal or better value.

**PLANT LIST**

TREES	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
	Cercis canadensis	Redbud	19	2.5" cal.	B&B multi-trunk, 10' ht. min
	Lagerstroemia indica 'White'	Crape Myrtle	21	10' ht.	B&B 3" trunk min. matching
	Pinus nigra	Austrian Pine	35	8' ht.	B&B 4" sprd., full to base
	Quercus shumardii	Shumard Red Oak	23	4" cal.	B&B 14' ht., 4" sprd., 5" branching ht.
	Quercus virginiana	Live Oak	79	4" cal.	B&B 15' ht. 5" sprd. 5" branching ht.
	Ulmus crassifolia	Cedar Elm	37	4" cal.	B&B 14' ht., 4" sprd., 6" branching ht.

SHRUBS / GROUND COVER / LAWN	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
	Elaeagnus pungens	Elaeagnus	184	5 gal.	cont. full, 20" sprd., 24" o.c.
	Hesperaloe parviflora	Red Yucca	50	1 gal.	cont. full, 12" ht., 12" sprd., 18" o.c.
	Photinia fraseri	Red Tip Photinia	320	7 gal.	cont. full, 30" sprd., 36" o.c.
	Yucca recurvifolia	Softleaf Yucca	12	7 gal.	cont. full, 24" ht. min.
	Trachypogon asiaticum	Asian Jasmine	4,180	4" pots	cont. (3) 10" runners min., 12" o.c.
	Cynodon dactylon	Common Bermudagrass			refer to notes

**PLANT LEGEND**

SYMBOL	PLANT TYPE
A.J.	Asian Jasmine
A.P.	Austrian Pine
C.E.	Cedar Elm
C.M.	Crape Myrtle
E.L.	Elaeagnus
L.O.	Live Oak
PH.	Red Tip Photinia
R.B.	Redbud
R.O.	Shumard Red Oak
R.Y.	Red Yucca
S.Y.	Softleaf Yucca

**SMR**  
landscape architecture  
**STEVEN M. RAHN, INC.**  
The Brewery Building  
703 McKinney Avenue  
Suite 438 LB 107  
Dallas, Texas 75202  
Tel 214 971 0083  
Fax 214 871 0545

**LANDSCAPE TABULATIONS**  
**LOWE'S LANDSCAPE TABULATIONS**  
TOTAL SITE AREA: s.f.  
Requirements: (10%) of total site area to be landscape (reduced from 15% by screening and landscaping parking lot)  
(5%) of required landscape area must be located in street yard  
Required Provided  
30,292 s.f.  
10,368 s.f.  
STREET TREES  
Requirements: (1) Tree per 50 l.f. of frontage  
Required Provided  
(5) trees (7) trees  
PARKING LOT LANDSCAPE: 258,440 s.f. (767) spaces  
Requirements: (5%) of parking lot area to be landscape  
(1) tree per (20) parking spaces  
Required Provided  
12,922 s.f. 15,615 s.f.  
(33) trees (69) trees



**FILE COPY**

**LANDSCAPE PLAN**

**LOWE'S**

**STEEGER TOWNE CROSSING**

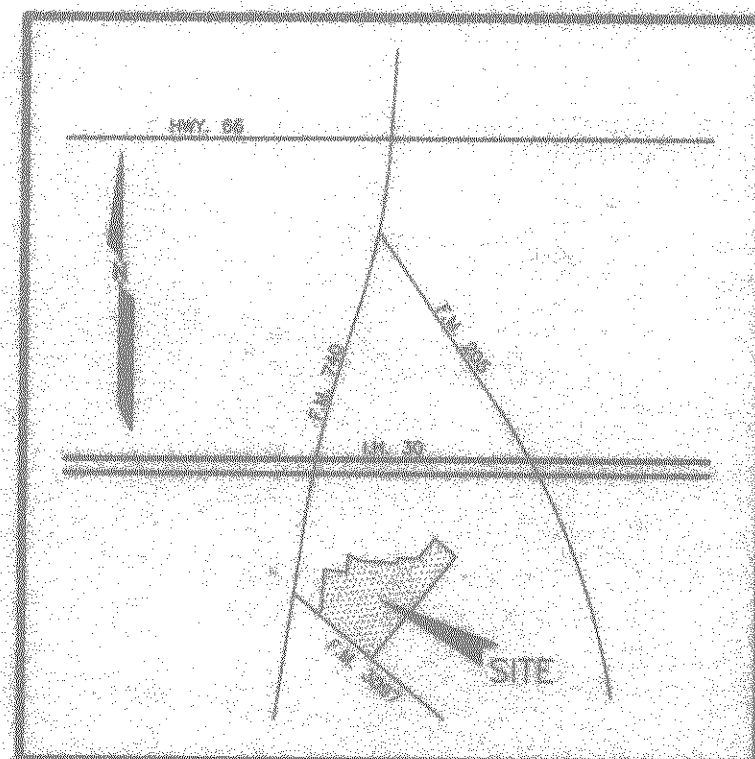
**ROCKWALL, TEXAS**

**LAWRENCE A. CATES & ASSOC.**  
14200 MIDWAY RD. STE. 122  
(214) 385-2272

**CONSULTING ENGINEERS**  
DALLAS, TEXAS

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
BA	BA	7/29/97	1"=40'			L.1



[illegible]

LOCATION MAP  
(NOT TO SCALE)

OWNER:

740/3097 LIMITED PARTNERSHIP, L.P.  
O.L. STEGER, III, GENERAL PARTNER  
504 WEST RUSK  
ROCKWALL, TEXAS 75087

DEVELOPER:

STEGER TOWNE CROSSING, L.P.  
14850 QUORUM DRIVE, #120  
DALLAS, TEXAS 75240

ENGINEER:

LAWRENCE A. CATES & ASSOC.  
14200 MIDWAY ROAD, SUITE 122  
DALLAS, TEXAS 75244

SITE TABULATIONS			
EXISTING ZONING: C	USE: RETAIL & GROCERY		
LAND AREA: 18.23 ACRES	- 789,099 S.F.		
BUILDING AREAS:			
LOT 1 (LOWE'S)	164,578 S.F.		
(INCLUDES GARDEN CENTER)			
TOTAL:	164,578 S.F.		
BUILDING HEIGHTS:			
LOWE'S	35' - SINGLE STORY (MAX.)		
PARKING :		REQD.	AVAIL
LOT 1 (164,578 S.F. PROPOSED LOWE'S @ 1:200)		823	840
		TOTAL 823	840

Approver

# SITE PLAN OF

97-52

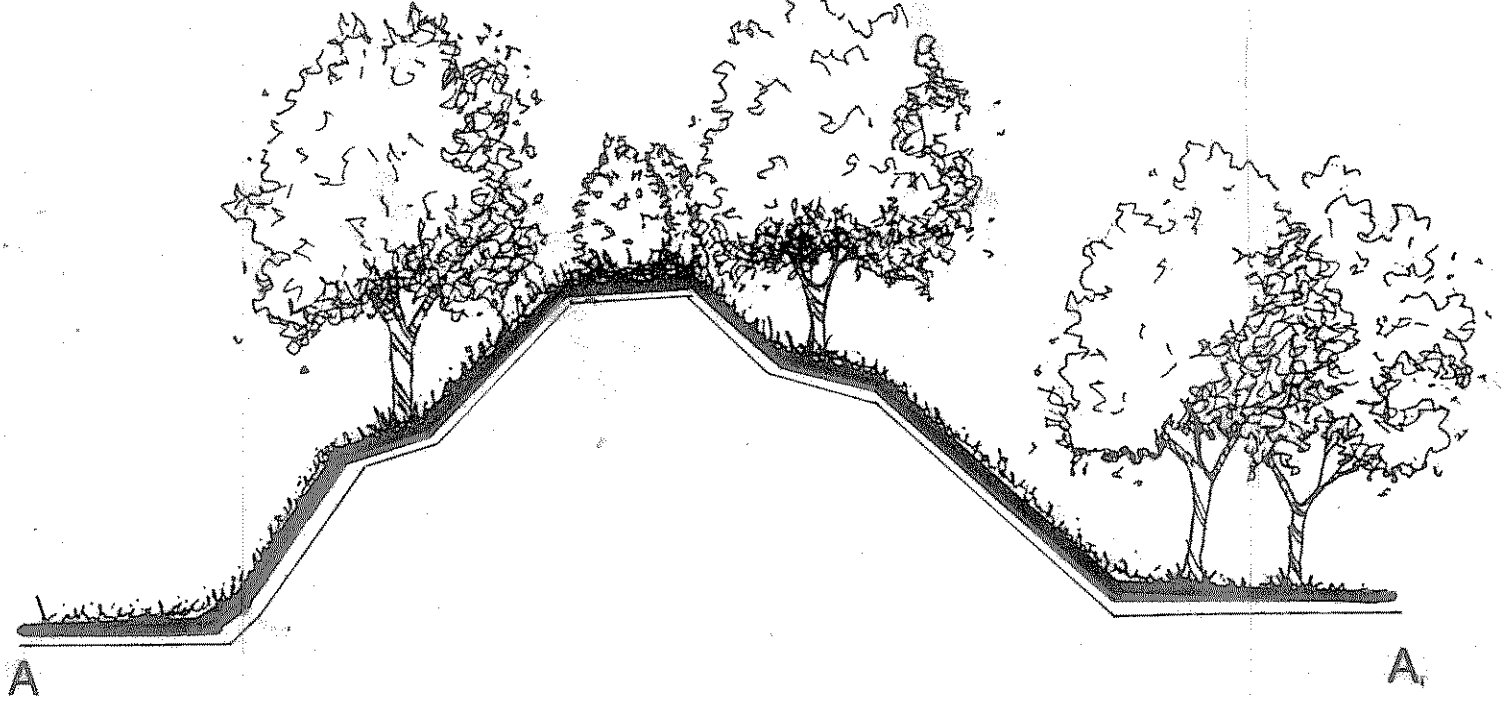
STEGER TOWNE CROSSING  
PHASE II

LOCATED IN THE CITY OF ROCKWALL, TEXAS  
BEING OUT OF THE  
JAMES SMITH SURVEY, ABSTRACT NO. 200  
ROCKWALL COUNTY, TEXAS

JULY 23, 1997



SCHEMATIC SECTION



LANDSCAPE NOTES

- Contractor shall verify locations of all existing and proposed site elements and notify Architect of any discrepancies. Survey data of existing conditions was provided by others.
- Contractor shall locate all existing underground utilities and notify Architect of any conflicts. Contractor shall exercise caution when working in the vicinity of underground utilities. Contractor shall review Engineers Drawings for extent of existing and proposed utilities.
- Contractor is responsible for obtaining all required landscape and irrigation permits.
- Contractor to provide a minimum 2% slope away from all structures.
- All planting beds and lawn areas to be separated by steel edging, unless noted otherwise.
- All planting beds to be mulched with 2" layer of specified mulch.
- All landscape areas to be 100% irrigated with an underground automatic irrigation system.
- All lawn areas to be Hydromulch unless noted otherwise.

HYDROMULCH NOTES

- Refer to plan for locations of hydromulch seeding.
- Grass seed shall be extra hulled and treated lawn type seed, delivered to the site in it's original unopened container, and shall meet state law requirements.
- Fiber - Shall be one hundred (100%) percent Wood Cellulose Fiber, delivered to the site in it's original unopened container. Use "Comvet" or equal.
- Fiber Tack - Shall be delivered to the site in it's original unopened container, and shall be "Terra-Tack One", as manufactured by Grass Growers, Inc., or equal.
- Hydromulch with specified seed at a rate of two (2) pounds per one thousand (1000) sf.
- If installation occurs between September 1 and April 1, or after the threat of last freeze, all hydromulch areas to be Winter Ryegrass. Spread at a rate of four (4) pounds per one thousand (1000) square feet. Contractor shall be required to Re-hydromulch Bermudagrass the following growing season.
- All lawn areas to be hydromulched, shall have one hundred (100%) percent coverage prior to final acceptance.
- Until final acceptance, and until an approved stand of grass is achieved, maintain plantings by watering, cultivating, mowing, weeding, spraying, cleaning and replacing as necessary to keep plants in a vigorous, healthy condition. Maintenance period shall extend from time of seeding completion to final acceptance.
- Contractor to establish a dense planting of grasses, free from lumps and depressions. Any part of the area failing to show uniform cover shall be redone, and such replacement shall continue until a dense lawn is established. Scattered bare spots will not be allowed.
- In the event stockpiled topsoil is not available imported shall be brought in. Imported Topsoil shall be natural friable soil for region, known as bottomland soil, free from lumps, clay, toxic substances, roots, debris, vegetation, stones, containing no salt and black to brown in color.
- Maintain original grades of lawn areas after commencement of planting and during maintenance period. Provide surface repair to ruts, ridges, tracks, etc. Replant areas as required for final acceptance.
- Take adequate precautions to protect the work against damage. Erect barricades and warning signs as necessary. No pre-emergent herbicides shall be used on any areas to receive seed.
- The work will be accepted when a completed, undamaged stand of grass is achieved, as approved by the Landscape Architect and Owner.

PLANT LEGEND

QUANTITY	PLANT TYPE	SYMBOL	PLANT TYPE
A.J.	Asian Jasmine		
A.P.	Austrian Pine		
C.E.	Cedar Elm		
C.M.	Crape Myrtle		
E.L.	Elaeagnus		
L.O.	Live Oak		
PH.	Red Tip Photinia		
R.B.	Redbud		
R.O.	Shumard Red Oak		
R.Y.	Red Yucca		
S.Y.	Softleaf Yucca		

LOWE'S  
LOT I, BLK. C

smr  
landscape architecture  
STEVEN M. RAHN, INC.  
The Brewery Building  
705 McKinney Avenue  
Suite 438 LB 107  
Dallas, Texas 75202  
Tel: 214 871 0083  
Fax: 214 871 0545

LANDSCAPE PLAN						
LOWE'S						
STEGER TOWNE CROSSING						
ROCKWALL, TEXAS						
LAWRENCE A. CATES & ASSOC., 14200 MIDWAY RD. STE. 122 (214) 385-2272						
CONSULTING ENGINEERS DALLAS, TEXAS						
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
BA	BA	7/29/97	1" = 40'			L.2



PROPOSED BERM 3'-0" ht.  
PROPOSED SIDEWALK PER CIVIL PLANS

STEEGER TOWNE DRIVE

LOT 1, BLOCK B  
17386 AC

EX. BLDG.

STEEGER RETAIL ADDITION  
CAB' C, SL 116

LOT 2  
BLK C  
NOT THIS CONTRACT

THE AMERICAN NATIONAL  
BANK OF TERREL  
VOL 859, PG 94

F.M. 740 - RIDGE ROAD

F.M. 3097 - HORIZON ROAD

- LANDSCAPE NOTES**
- Contractor shall verify locations of all existing and proposed site elements and notify Architect of any discrepancies. Survey data of existing conditions was provided by others.
  - Contractor shall locate all existing underground utilities and notify Architect of any conflicts. Contractor shall exercise caution when working in the vicinity of underground utilities. Contractor shall review Engineers Drawings for extent of existing and proposed utilities.
  - Contractor is responsible for obtaining all required landscape and irrigation permits.
  - Contractor to provide a minimum 2% slope away from all structures.
  - All planting beds and lawn areas to be separated by steel edging, unless noted otherwise.
  - All planting beds to be mulched with 2" layer of specified mulch.
  - All landscape areas to be 100% irrigated with an underground automatic irrigation system.
  - All lawns areas to be Hydromulch unless noted otherwise.

- HYDROMULCH NOTES**
- Refer to plan for locations of hydromulch seeding.
  - Grass seed shall be extra hulled and treated lawn type seed, delivered to the site in it's original unopened container, and shall meet state law requirements.
  - Fiber - Shall be one hundred (100%) percent Wood Cellulose Fiber, delivered to the site in it's original unopened container. Use "Conveb" or equal.
  - Fiber Tack - Shall be delivered to the site in it's original unopened container, and shall be "Terra-Tack One", as manufactured by Grass Grovers, Inc., or equal.
  - Hydromulch with specified seed at a rate of two (2) pounds per one thousand (1000) sf.
  - If installation occurs between September 1 and April 1, or after the threat of last freeze, all hydromulch areas to be Winter Ryegrass. Spread at a rate of four (4) pounds per one thousand (1000) square feet. Contractor shall be required to Re-hydromulch Bermudagrass the following growing season.
  - All lawn areas to be hydromulched, shall have one hundred (100%) percent coverage prior to final acceptance.
  - Until final acceptance, and until an approved stand of grass is achieved, maintain plantings by watering, cultivating, mowing, weeding, spraying, cleaning and replacing as necessary to keep plants in a vigorous, healthy condition. Maintenance period shall extend from time of seeding completion to final acceptance.
  - Contractor to establish a dense planting of grasses, free from lumps and depressions. Any part of the area failing to show uniform cover shall be redone, and such replacement shall continue until a dense lawn is established. Scattered bare spots will not be allowed.
  - In the event stockpiled topsoil is not available imported shall be brought in. Imported Topsoil shall be natural friable soil for region, known as bottomland soil, free from lumps, clay, toxic substances, roots, debris, vegetation, stones, containing no salt and black to brown in color.
  - Maintain original grades of lawn areas after commencement of planting and during maintenance period. Provide surface repair to ruts, ridges, tracks, etc. Replant areas as required for final acceptance.
  - Take adequate precautions to protect the work against damage. Erect barricades and warning signs as necessary. No pre-emergent herbicides shall be used on any areas to receive seed.
  - The work will be accepted when a completed, undamaged stand of grass is achieved, as approved by the Landscape Architect and Owner.

- MAINTENANCE NOTES**
- The Owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscape.
  - All landscape shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding, and other such activities common to landscape maintenance.
  - All landscape areas shall be kept free of trash, litter, weeds, and other such material or plants not a part of this plan.
  - All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year.
  - All plant material which dies shall be replaced with plant material of equal or better value.

**PLANT LIST**

TREES	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
	Cercis canadensis	Redbud	19	2.5" cal.	B&B multi-trunk, 10' ht. min
	Lagerstroemia indica 'White'	Crape Myrtle	21	10' ht.	B&B 3 trunk min. matching
	Pinus nigra	Austrian Pine	35	8" ht.	B&B 4' sprd., full to base
	Quercus shumardi	Shumard Red Oak	23	4" cal.	B&B 14' ht., 4' sprd., 5' branching ht.
	Quercus virginiana	Live Oak	79	4" cal.	B&B 15' ht., 5' sprd., 5' branching ht.
	Ulmus crassifolia	Cedar Elm	37	4" cal.	B&B 14' ht., 4' sprd., 6' branching ht.
SHRUBS / GROUND COVER / LAWN	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
	Elaeagnus pungens	Elaeagnus	184	5 gal.	cont. full, 20" sprd., 24" o.c.
	Hesperaloe parvifolia	Red Yucca	50	1 gal.	cont. full, 12" ht., 12" sprd., 18" o.c.
	Photinia fraseri	Red Tip Photinia	320	7 gal.	cont. full, 30" sprd., 36" o.c.
	Yucca recurvifolia	Softleaf Yucca	12	7 gal.	cont. full, 24" ht. min.
	Trachelospermum asiaticum	Asian Jasmine	4,160	4" pots	cont. (3) 10" runners min., 12" o.c.
	Cynodon dactylon	Common Bermudagrass			refer to notes

**PLANT LEGEND**

QUANTITY	PLANT TYPE
PLANT TYPE	SYMBOL
A.J.	Asian Jasmine
A.P.	Austrian Pine
C.E.	Cedar Elm
C.M.	Crape Myrtle
E.L.	Elaeagnus
L.O.	Live Oak
PH.	Red Tip Photinia
R.B.	Redbud
R.O.	Shumard Red Oak
R.Y.	Red Yucca
S.Y.	Softleaf Yucca

**LANDSCAPE TABULATIONS**  
LOWE'S LANDSCAPE TABULATIONS  
TOTAL SITE AREA: s.f.  
Requirements: (10%) of total site area to be landscape (reduced from 15% by screening and landscaping parking lot)  
(5%) of required landscape area must be located in street yard  
Required Provided  
Required 30,292 s.f.  
Required 10,368 s.f.  
**STREET TREES**  
Requirements: (1) Tree per 50 l.f. of frontage  
Required Provided  
(5) trees (7) trees  
**PARKING LOT LANDSCAPE: 258,440 s.f. (767) spaces**  
Requirements: (5%) of parking lot area to be landscape  
(1) tree per (20) parking spaces  
Required Provided  
12,922 s.f. 15,615 s.f.  
(39) trees (69) trees



SMR  
landscape architecture  
**STEVEN M. RAHN, INC.**  
The Brewery Building  
703 McKinney Avenue  
Suite 438 LB 107  
Dallas, Texas 75202  
Tel 214 871 0083  
Fax 214 871 0545

**FILE COPY**

9152

**LANDSCAPE PLAN**

LOWE'S

STEEGER TOWNE CROSSING

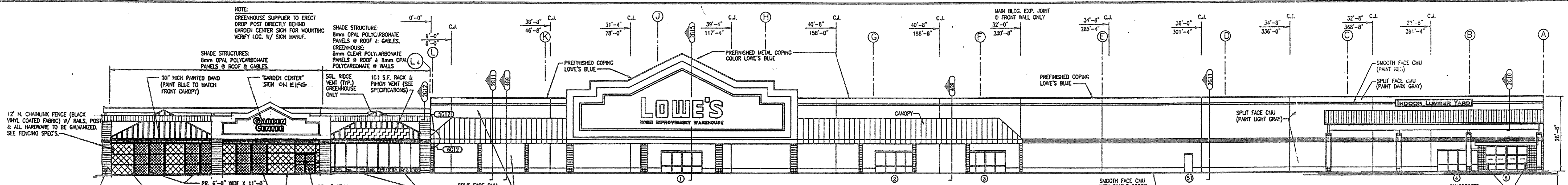
ROCKWALL, TEXAS

LAWRENCE A. CATES & ASSOC.  
14200 MIDWAY RD. STE. 122  
(214) 385-2272

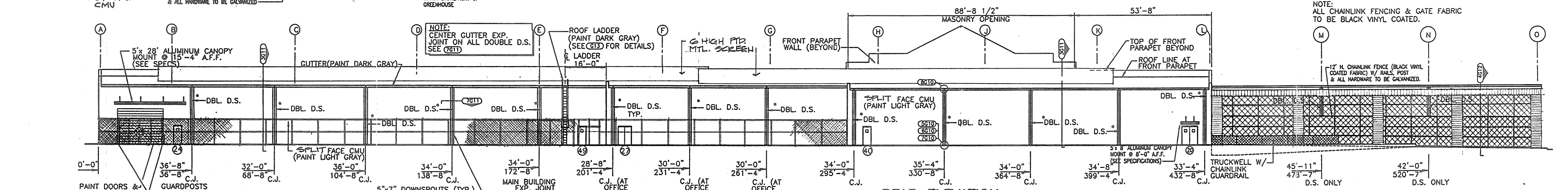
CONSULTING ENGINEERS  
DALLAS, TEXAS

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
BA	BA	7/29/97	1"=40'			L.1

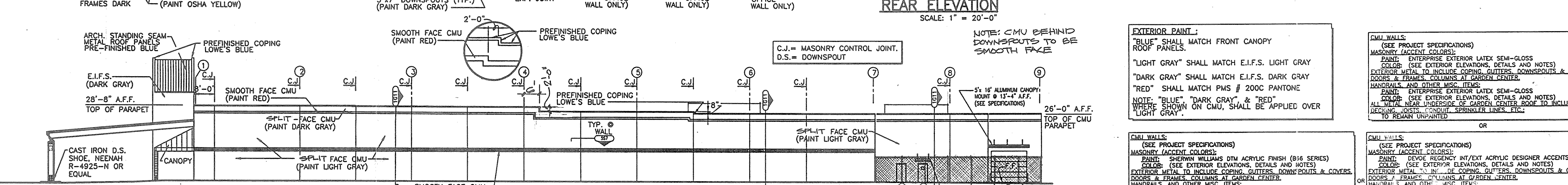




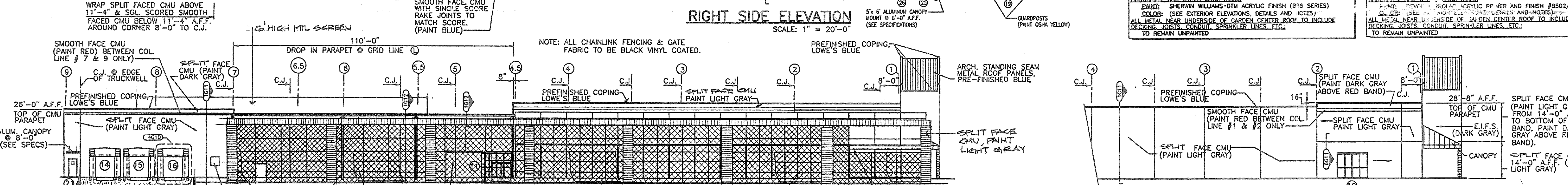
**FRONT ELEVATION**  
SCALE: 1" = 20'-0"



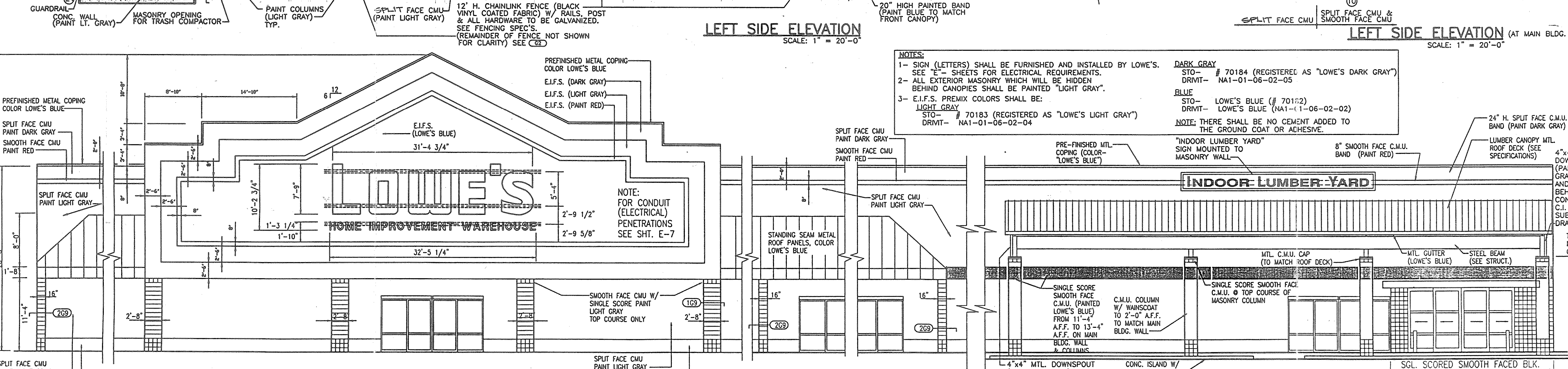
**REAR ELEVATION**  
SCALE: 1" = 20'-0"



**RIGHT SIDE ELEVATION**  
SCALE: 1" = 20'-0"



**LEFT SIDE ELEVATION**  
SCALE: 1" = 20'-0"



**STORE ENTRANCE ELEVATION**  
SCALE: 1/8" = 1'-0"

**EXTERIOR PAINT:**  
"BLUE" SHALL MATCH FRONT CANOPY ROOF PANELS.  
"LIGHT GRAY" SHALL MATCH E.I.F.S. LIGHT GRAY  
"DARK GRAY" SHALL MATCH E.I.F.S. DARK GRAY  
"RED" SHALL MATCH PMS # 200C PANTONE  
NOTE: "BLUE", "DARK GRAY", & "RED" WHERE SHOWN ON CMU, SHALL BE APPLIED OVER "LIGHT GRAY".

**CMU WALLS:**  
(SEE PROJECT SPECIFICATIONS)  
MASONRY (ACCENT COLORS):  
PAINT: ENTERPRISE EXTERIOR LATEX SEMI-GLOSS  
COLOR: (SEE EXTERIOR ELEVATIONS, DETAILS AND NOTES)  
EXTERIOR METAL TO INCLUDE COPING, GUTTERS, DOWNSPOUTS & COVERS, ROOFS & FRAMES, COLUMNS AT GARDEN CENTER, HANDRAILS, AND OTHER MISC. ITEMS.  
PAINT: ENTERPRISE EXTERIOR LATEX SEMI-GLOSS  
COLOR: (SEE EXTERIOR ELEVATIONS, DETAILS AND NOTES)  
ALL METAL NEAR UNDERSIDE OF GARDEN CENTER ROOF TO INCLUDE DECKING, JOISTS, CONDUIT, SPRINKLER LINES, ETC., TO REMAIN UNPAINTED.

**CMU WALLS:**  
(SEE PROJECT SPECIFICATIONS)  
MASONRY (ACCENT COLORS):  
PAINT: SHERWIN WILLIAMS DTM ACRYLIC FINISH (B-6 SERIES)  
COLOR: (SEE EXTERIOR ELEVATIONS, DETAILS AND NOTES)  
EXTERIOR METAL TO INCLUDE COPING, GUTTERS, DOWNSPOUTS & COVERS, ROOFS & FRAMES, COLUMNS AT GARDEN CENTER, HANDRAILS, AND OTHER MISC. ITEMS.  
PAINT: SHERWIN WILLIAMS DTM ACRYLIC FINISH (B-6 SERIES)  
COLOR: (SEE EXTERIOR ELEVATIONS, DETAILS AND NOTES)  
ALL METAL NEAR UNDERSIDE OF GARDEN CENTER ROOF TO INCLUDE DECKING, JOISTS, CONDUIT, SPRINKLER LINES, ETC., TO REMAIN UNPAINTED.

**CMU WALLS:**  
(SEE PROJECT SPECIFICATIONS)  
MASONRY (ACCENT COLORS):  
PAINT: SHERWIN WILLIAMS DTM ACRYLIC FINISH (B-6 SERIES)  
COLOR: (SEE EXTERIOR ELEVATIONS, DETAILS AND NOTES)  
EXTERIOR METAL TO INCLUDE COPING, GUTTERS, DOWNSPOUTS & COVERS, ROOFS & FRAMES, COLUMNS AT GARDEN CENTER, HANDRAILS, AND OTHER MISC. ITEMS.  
PAINT: SHERWIN WILLIAMS DTM ACRYLIC FINISH (B-6 SERIES)  
COLOR: (SEE EXTERIOR ELEVATIONS, DETAILS AND NOTES)  
ALL METAL NEAR UNDERSIDE OF GARDEN CENTER ROOF TO INCLUDE DECKING, JOISTS, CONDUIT, SPRINKLER LINES, ETC., TO REMAIN UNPAINTED.

**NOTES:**  
1- SIGN (LETTERS) SHALL BE FURNISHED AND INSTALLED BY LOWE'S. SEE "E" - SHEETS FOR ELECTRICAL REQUIREMENTS.  
2- ALL EXTERIOR MASONRY WHICH WILL BE HIDDEN BEHIND CANOPIES SHALL BE PAINTED "LIGHT GRAY".  
3- E.I.F.S. PREMIX COLORS SHALL BE:  
LIGHT GRAY  
STO- # 70183 (REGISTERED AS "LOWE'S LIGHT GRAY")  
DRMT- NA1-01-06-02-04  
DARK GRAY  
STO- # 70184 (REGISTERED AS "LOWE'S DARK GRAY")  
DRMT- NA1-01-06-02-05  
BLUE  
STO- LOWE'S BLUE (# 70122)  
DRMT- LOWE'S BLUE (NA1-01-06-02-02)  
NOTE: THERE SHALL BE NO CEMENT ADDED TO THE GROUND COAT OR ADHESIVE.

**INDOOR LUMBER YARD**

REVISIONS

DPF File No. 2247

LOWE'S COMPANIES, INC.  
JUNE 1997  
ALL RIGHTS RESERVED

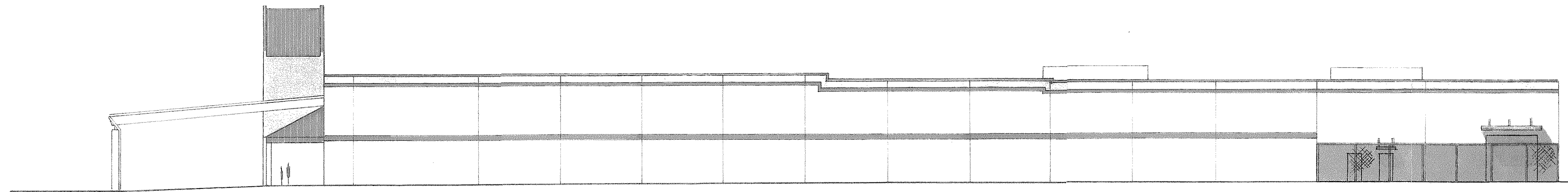
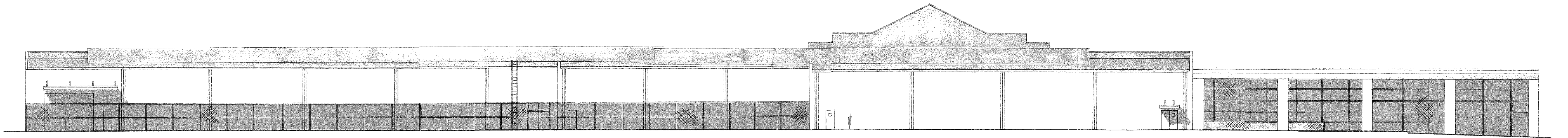
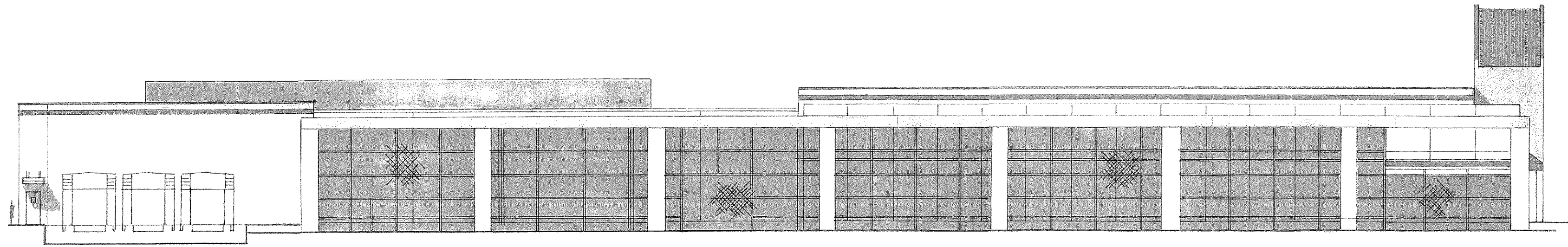
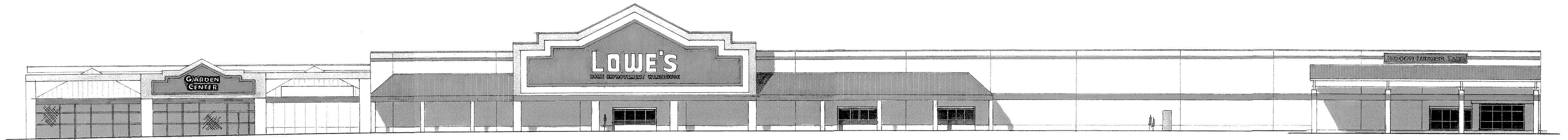
**LOWE'S**  
Companies, Inc.  
P. O. Box 1111 N. Wilkesboro, N. C. 28656

**EXTERIOR ELEVATIONS**  
A NEW STORE FACILITY FOR:  
**LOWE'S OF ROCKWALL, TEXAS**

DRAWN BY  
CHECKED  
APPROVED  
6-6-97

SHEET  
**G-8**  
OF 16

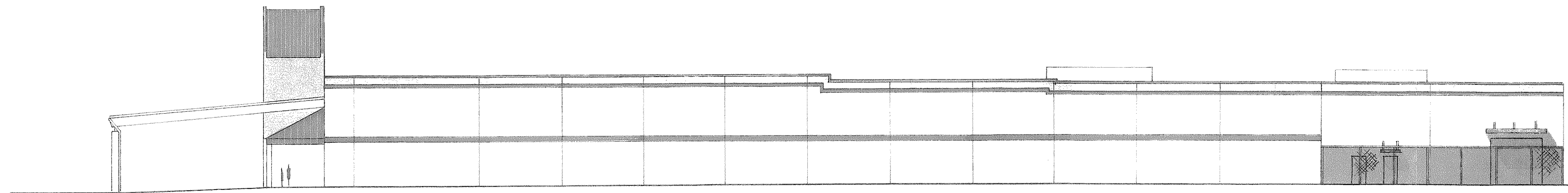
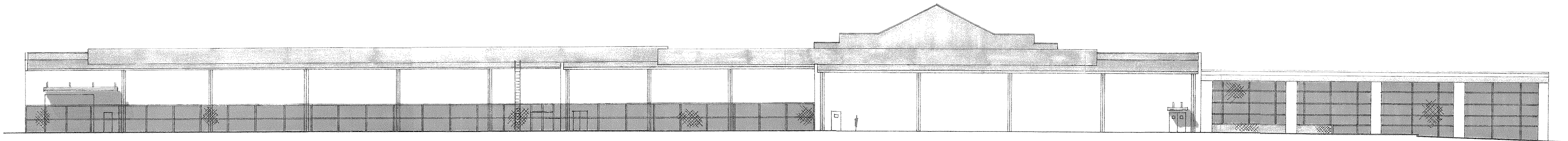
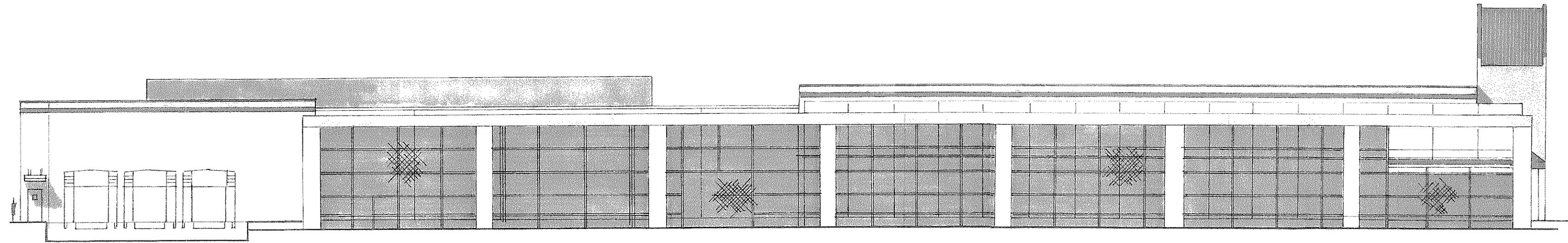
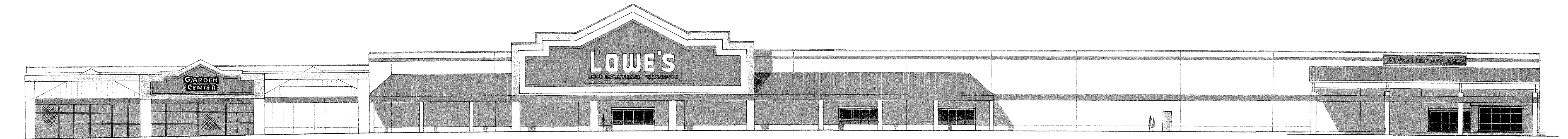




LOWE'S OF ROCKWALL, TEXAS

dpr architects. p.c.

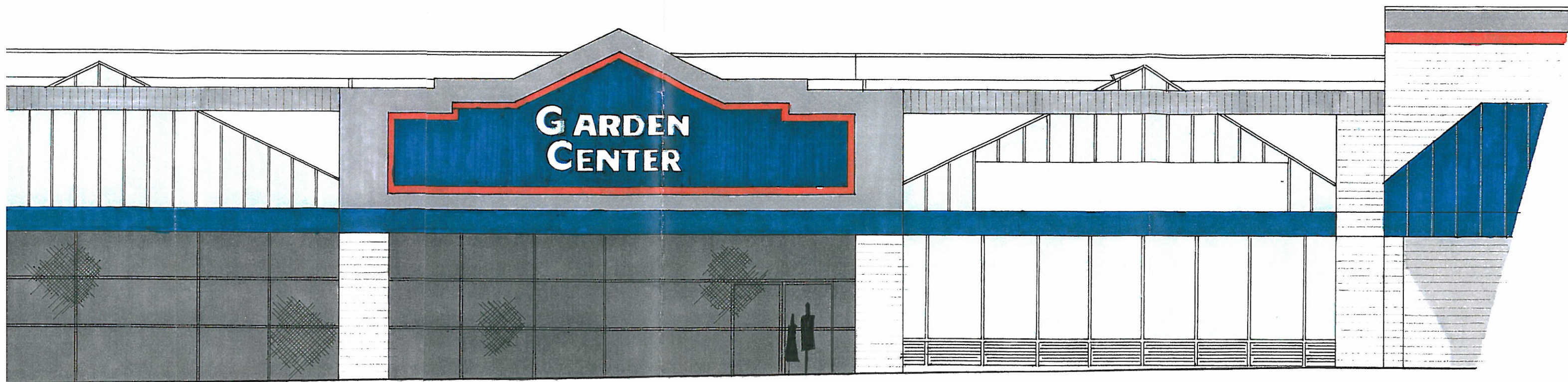




LOWE'S OF ROCKWALL, TEXAS

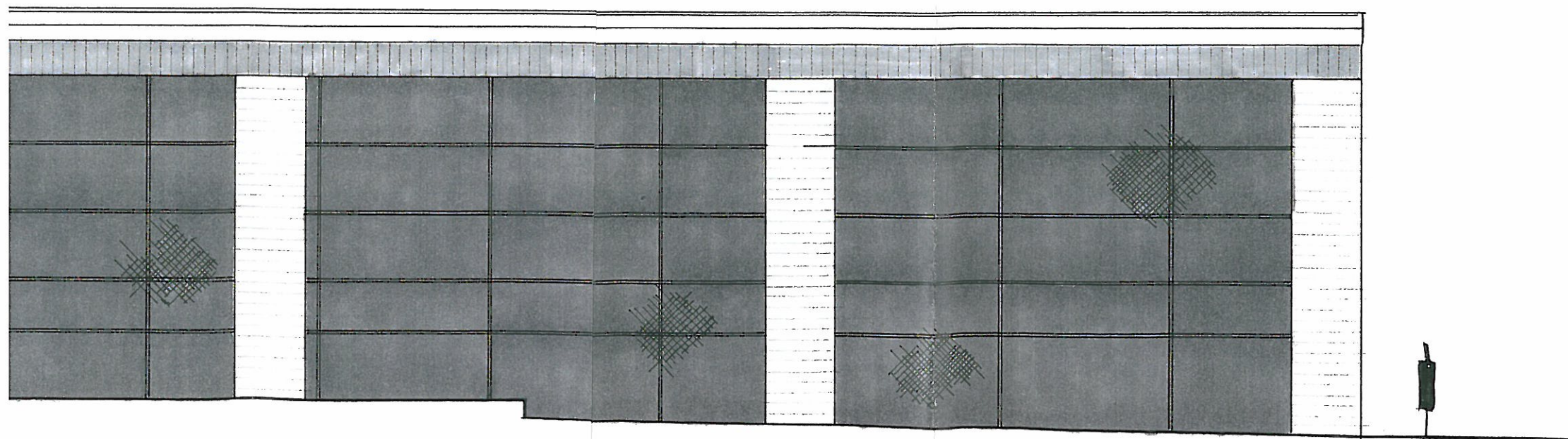
dof  
architects. p.c.





LOWE'S OF ROCKWALL, TEXAS

dof architects. p.c.



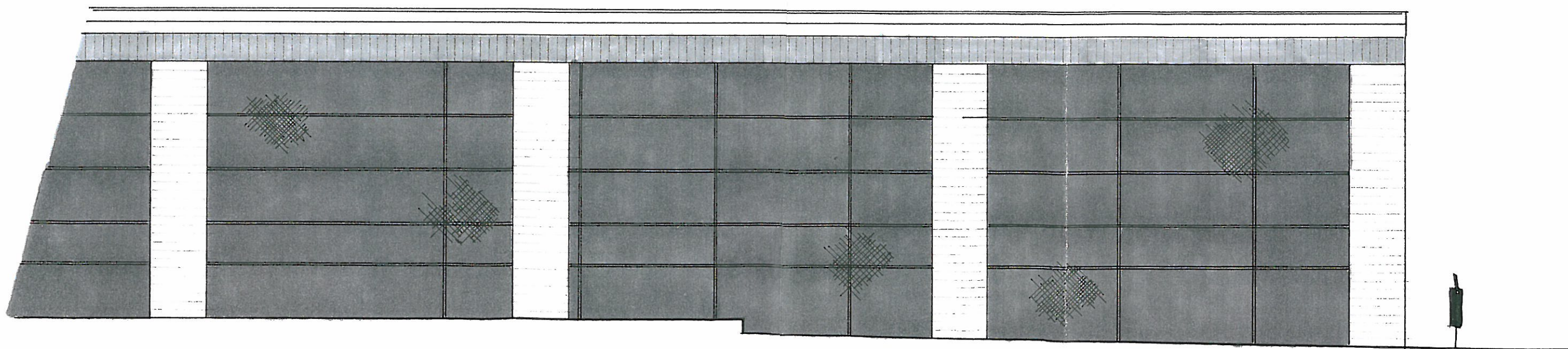




FRONT ELEVATION

LOWE'S OF ROCKWALL, TEXAS

dof architects. p.c.



REAR ELEVATION



**CITY OF ROCKWALL  
City Council Agenda**

**Agenda Date:** August 18, 1997

**Agenda No** IV.K.

**Agenda Item:** Appointments/Plats/Plans/Public Hearings

K. **PZ-97-52-FP/SP/LP** Discuss and Consider a request from John Weber for a final plat, site plan and landscape plan, and Facilities Agreement for Steger Towne Crossing for 2 lots consisting of approximately 18 acres and generally located on the south side of Steger Towne Drive and 600' east of FM-740 and Take Any Necessary Action.

**Item Generated By:**

**Action Needed:**

**Background Information:**

**Attachments:**

1. Copy of Agenda Item and Recommendations
2. Facilities Agreement (to follow on Friday)

**City Of Rockwall  
City Council**

**Agenda Date:**

August 18, 1997

**Applicant:**

John Weber

**Agenda Item:**

**97-52-FP/SP/LP**

A request for a final plat, site plan and landscape plan for Steger Towne Crossing for 2 lots consisting of approximately 18 acres and generally located south of Steger Towne Crossing and east of FM-740.

**Action Needed:**

Discuss and consider approval of the request.

**Background Information:**

The subject property is zoned Commercial. This is part of Phase II of the Steger Towne development. The applicant has addressed the issues discussed at the work session.

**FINAL PLAT**

The fire lanes have been added and the right-of-way for Steger Towne Drive and Ralph Hall Parkway is dedicated with this plat. The remaining tract on FM-3097 will be platted and developed at a later date.

**SITE PLAN / ELEVATIONS**

The applicant has connected the garden center to the main building for a more continuous facade around the garden center. The building and garden center include 164,578 sf of area.

**LANDSCAPE PLAN**

Additional landscaping has been added to screen the parking, truck area and detention ponds.

Existing trees along the south fence line will not be removed as a part of this development. Currently we are proposing the developer escrow the money for the street and that the City will build 2 lanes of the Ralph Hall Parkway in conjunction with the Brockway Branch improvements. As the street is designed we can review the existing tree line.

**Staff Recommendation:**

Staff recommends approval with the following conditions;



1. Cross access provided to future tract along FM-3097.
2. Approval from TXDOT for driveway connections and turn lane designs.
3. Hardware structures for nursery and staging area painted to match vinyl coated chainlink.
4. Approval of facilities agreement for construction of Ralph Hall Parkway, Steger Towne Drive, offsite drainage improvements and detention pond operation and maintenance.
5. Approval of engineering plans.

**PZ Recommendation:**

P&Z Commission recommends approval with staff conditions by a vote of 7 to 0.

DeShazo, Tang & Associates, Inc.

*Engineers • Planners*  
400 S. Houston St., Suite 330  
Dallas, Texas 75202



August 12, 1997

Mr. Bill Crolley  
Director of Community Development  
City of Rockwall  
205 W. Rusk Street  
Rockwall, Texas

Re: Stegar Towne Crossing Phase 2  
Alignment of Driveway at Future Four Lane Divided Roadway.  
DT&A Job Number 97084.00

Dear Bill:

The purpose of this correspondence is to provide an opinion on the proposed alignment of the Stegar Towne Crossing Phase 2 driveway at the future four lane divided roadway adjacent to the subject site's eastern boundary

The current proposed driveway is offset from Westwood Drive by approximately 125 feet. This configuration creates two T-type future intersections with the future four lane divided roadway shown on the plan. These two locations are also offset in such a manner that future left turns from the four lane divided roadway will not encroach upon each other. The proposed alignment creates two intersections offset in a complementary rather than a competing alignment. Additionally, the proposed alignment adheres to good planning principles. These principles prescribe a minimum distance of 125' from roadway/driveway centerlines.

The alternative to realign the proposed driveway from Stegar Towne crossing with the existing alignment of Westwood Drive could enhance traffic operations if the subject intersection was contemplated to becoming signalized. The probability of this occurring, however, is unlikely considering the physical configuration of the existing conditions. The more likely future signalized locations would obviously occur north and/or south of these two locations at FM 3097 (Horizon Road) and/or at the public road which bisects Stegar Town Centre. Typically, traffic signals are

97-52

From: TONY TRAMEL To: Bill Crolley

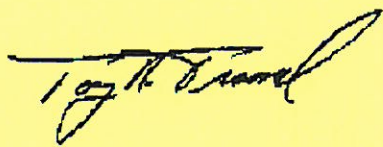
Date: 8/13/97 Time: 15:45:34

Page 2 of 2

installed at spacings of no less than 1,250' (a quarter of mile,) apart and ideally are spaced at distances greater than one half mile intervals.

The proposed offset alignment of the proposed driveway is consistent with acceptable traffic engineering and planning principles in an urban environment. DeShazo, Tang & Associates staff will be available for the Monday, August 18, 1997 meeting and can address this issue further if necessary. Please feel free to contact me at 214-747-6336 ext. 28 if you have questions concerning this matter.

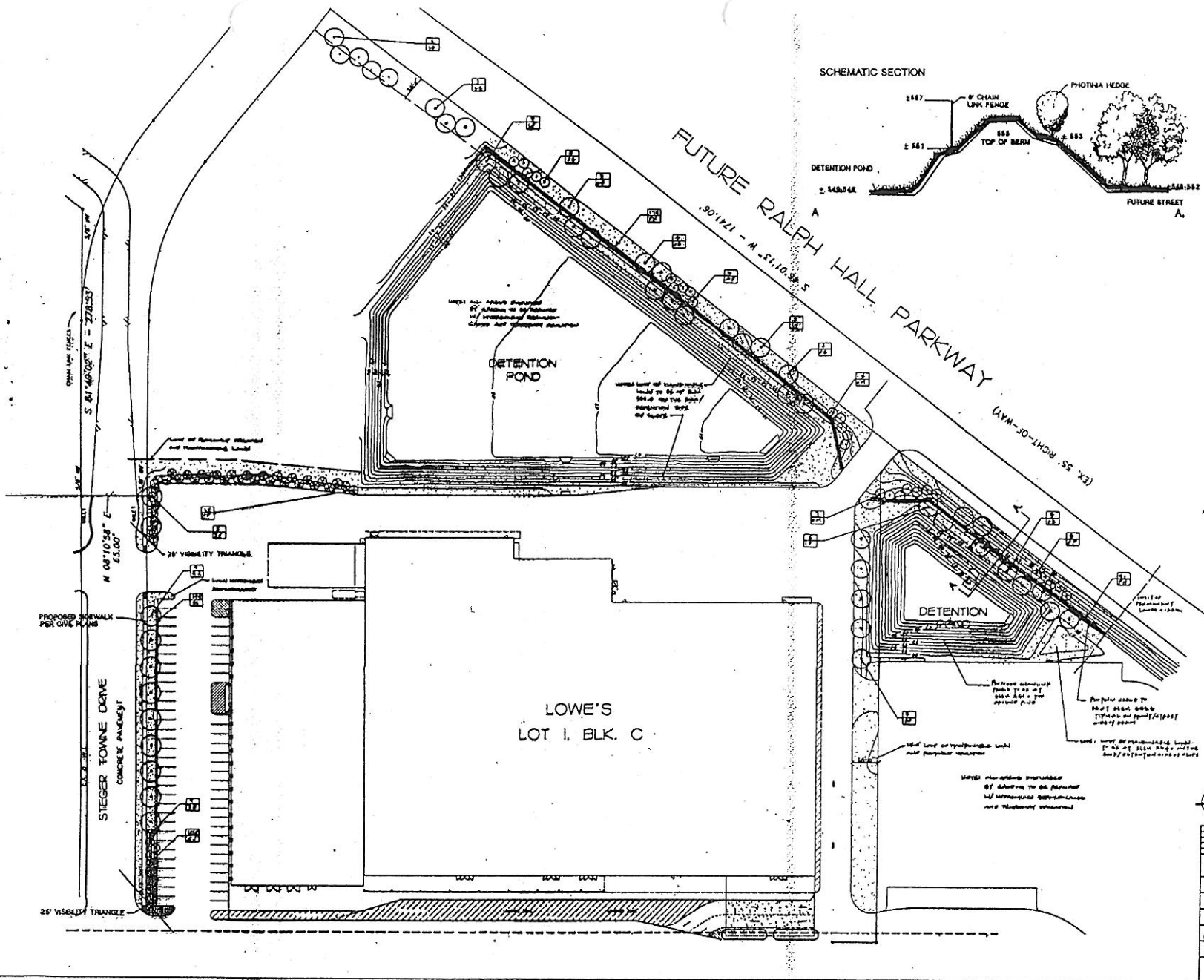
DeShazo, Tang & Associates, Inc.



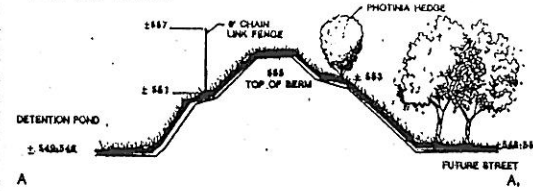
Tony R. Tramel, P.E.  
Vice President

cc: John DeShazo, P.E.





## SCHEMATIC SECTION

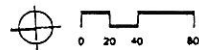


- ## HYDROQUAL CH NOTES

- [illegible]

**PLANT LEGEND**

PLANT TYPE	
SYMBOL	PLANT TYPE
A.J.	Asian Jasmine
A.P.	Australian Pine
C.E.	Crocker Tree
C.M.	Cedar Myrtle
E.L.	Eleagnus
L.O.	Lant. Oak
M.L.	Red Tip Photinia
R.S.	Redbud
R.Q.	Shumard Red Oak
R.Y.	Red Yucca
E.Y.	Scallard Yucca



						Date		2-14-07 BMB	
LANDSCAPE PLAN									
LOWE'S									
STEEGER TOWNE CROSSING									
ROOFSHALL TEXAS									
LAWRENCE A. CATES & ASSOC. 12209 HIGHWAY 90 STE. 111 DALLAS, TEXAS 75244								DRAWN BY: CHANGKUN BULLER, RYAN	
DESIGN	DRAWN	DATE	SCALE	NOTES			FILE		NO.
BA	BA	2-6-02	1"=4'						L2

LANDSCAPE PLAN

LOWE'S

STEEGER TOWNE CROSSING

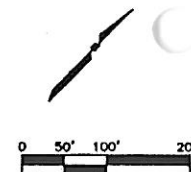
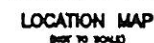
LAWRENCE A. GATES & ASSOC.					CONSULTING ENGINEERS BELLING, TEXAS	
14009 HIGHWAY 89, S.W.			(714) 299-7779			
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
BA	BA	8-8-82	1"=4'			L2



LAWRENCE A. CATES & ASSOC.  
14200 MIDWAY ROAD, SUITE 122  
DALLAS, TEXAS 75244

740/3097 LIMITED PARTNERSHIP  
O.L. STEGER, III, GENERAL PARTNE  
504 WEST RUSK  
ROCKWALL, TEXAS 75087

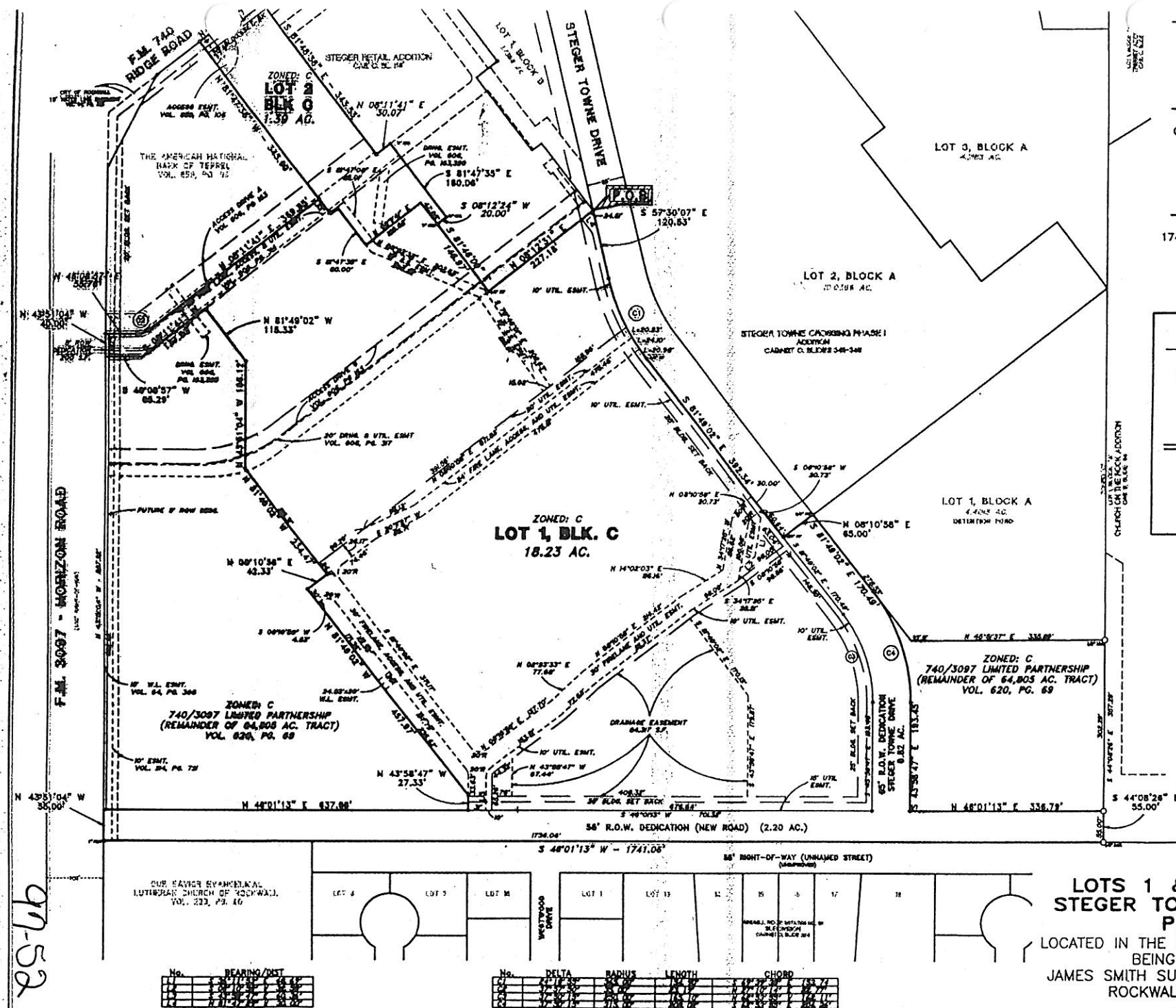
STEGER TOWNE CROSSING, L.P.  
17400 N. DALLAS PARKWAY, SUITE  
DALLAS, TEXAS 75287



LOTS 1 & 2, BLOCK C,  
STEGE TOWNE CROSSING  
PHASE II

LOCATED IN THE CITY OF ROCKWALL, TEXAS  
BEING OUT OF THE  
JAMES SMITH SURVEY, ABSTRACT NO. 2  
ROCKWALL COUNTY, TEXAS

JULY 18, 1997 SHEET 1 (





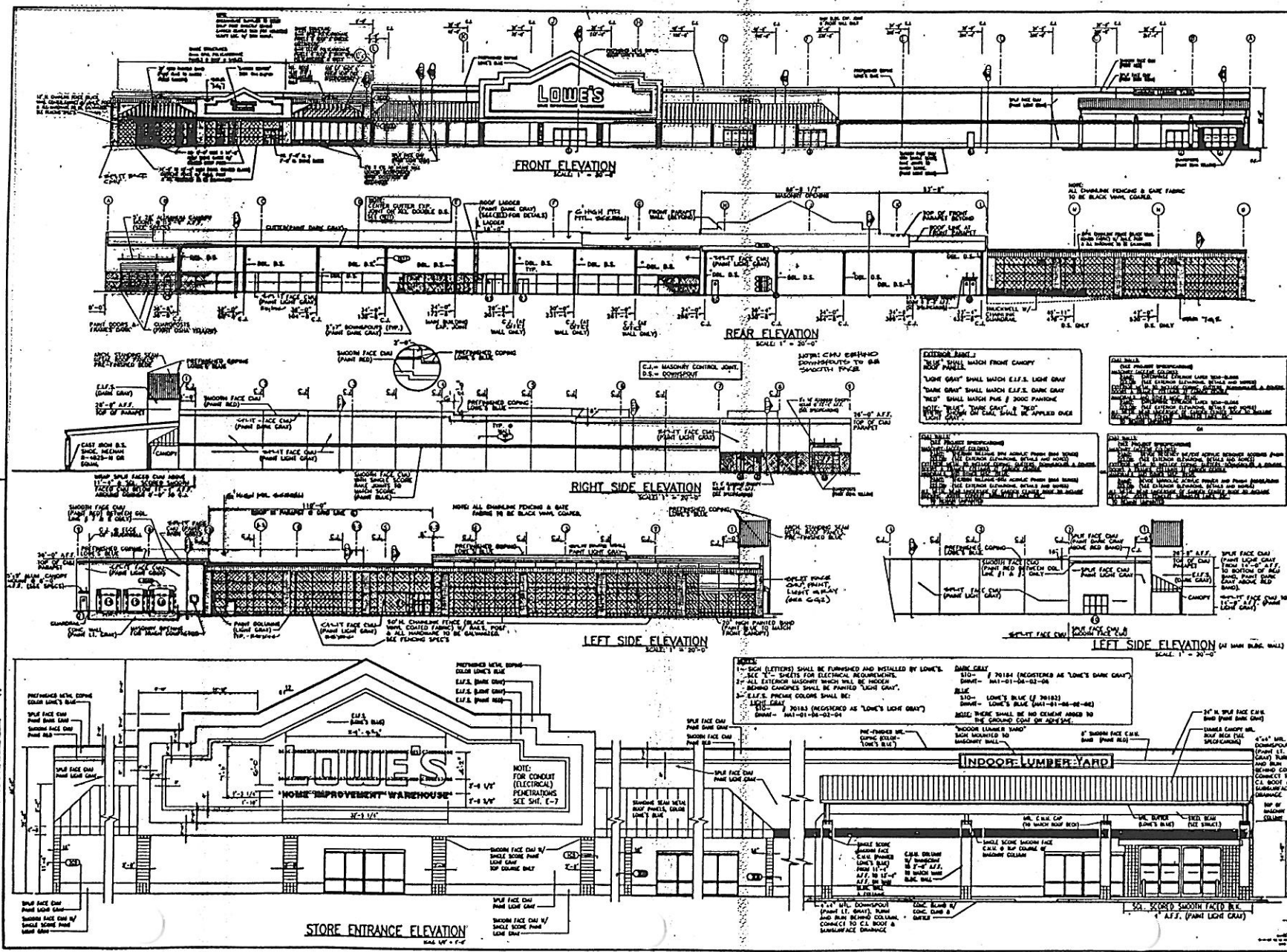
DPF File No. 2247  
**Op** architects pa  
 18 JULY 1997

**LOWE'S**  
*Companies, Inc.*  
P. O. Box 17711 N. Wilmington, N. C. 28403

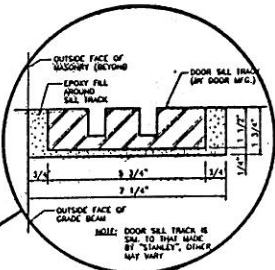
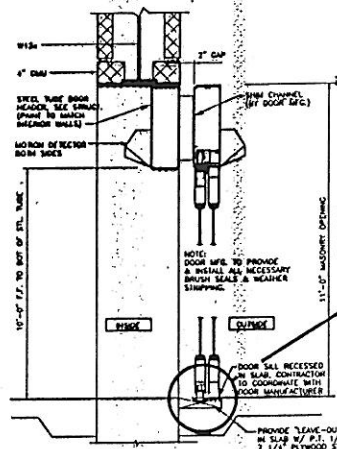
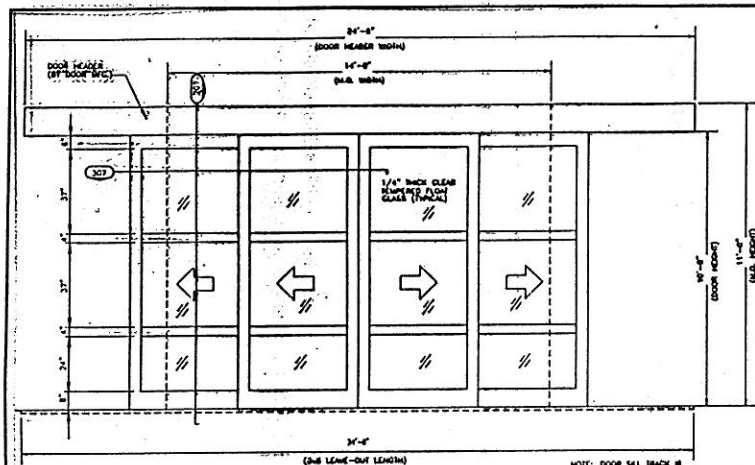
A NEW STORE FACILITY FOR:  
**LOWE'S OF ROCKWALL, TEXAS**

EXTERIOR ELEVATIONS

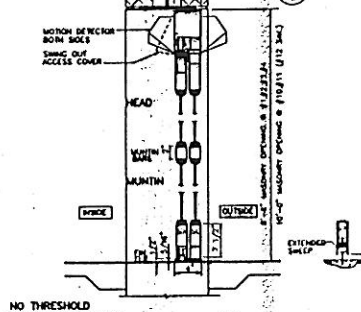
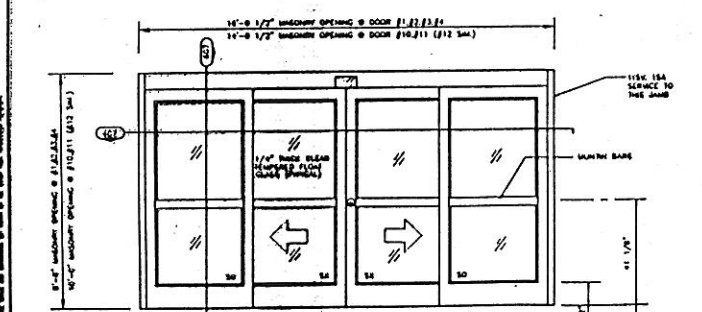
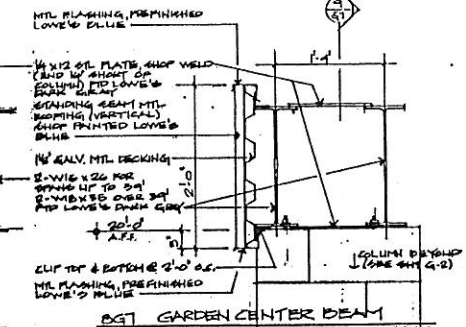
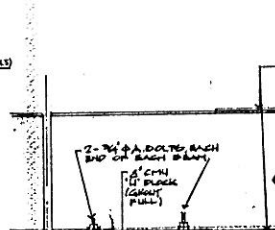
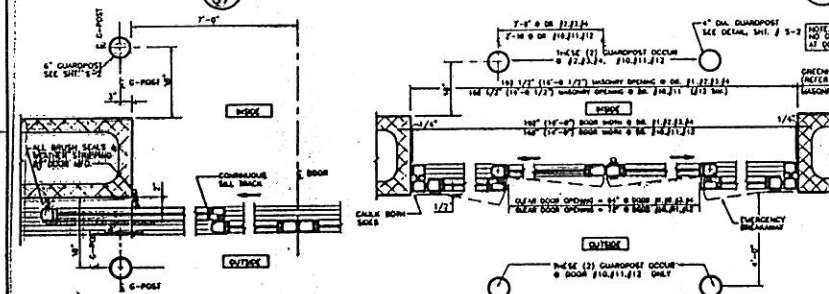
APPROVED 6-6-77	ORDERED	ISSUED BY
SHEET G-8 of 16		



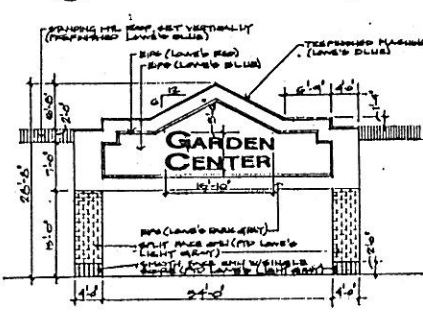
97-52



NOTE: GARDEN CENTER ENTRY (101) USE 2" WIDE WOOD FINISH DETAIL. 2" WIDE FRONT, BACK AND REAR ON THE OVERHANG ON THE PLATING, CLIP TO BEAM TO TOP AND BOTTOM. 2" WIDE STUDS @ 16" O.C. W/ CHAIR BRACING @ EACH STUD (ALTERNATE BRACE - NOTCH FRONT TO TOP BACK & TOP FRONT TO BOTTOM BACK).



SENSOR TYPE		
DOOR	OUTSIDE	INSIDE
1	WIDE	WIDE
2	WIDE	WIDE
3	WIDE	WIDE
4	WIDE	WIDE
5	WIDE	WIDE
6	WIDE	WIDE
7	WIDE	WIDE
8	WIDE	WIDE
9	WIDE	WIDE
10	WIDE	WIDE
11	WIDE	WIDE
12	WIDE	WIDE



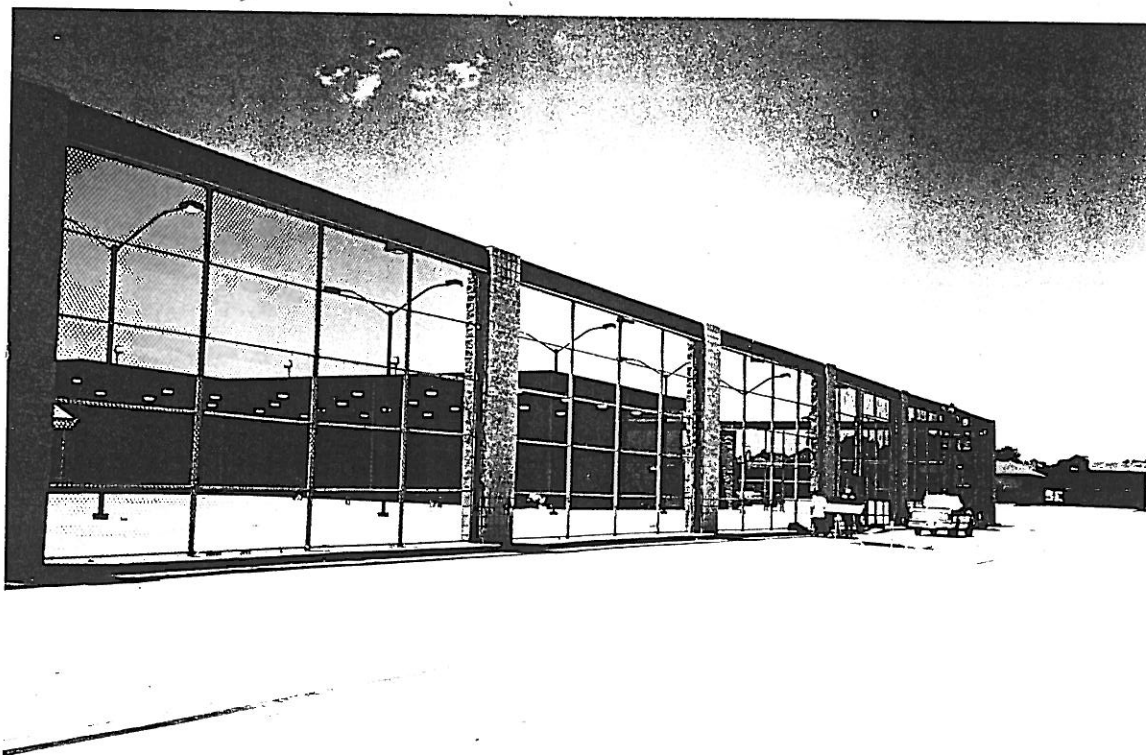
DPF File No. 2247

**LOWE'S**  
Companies, Inc.

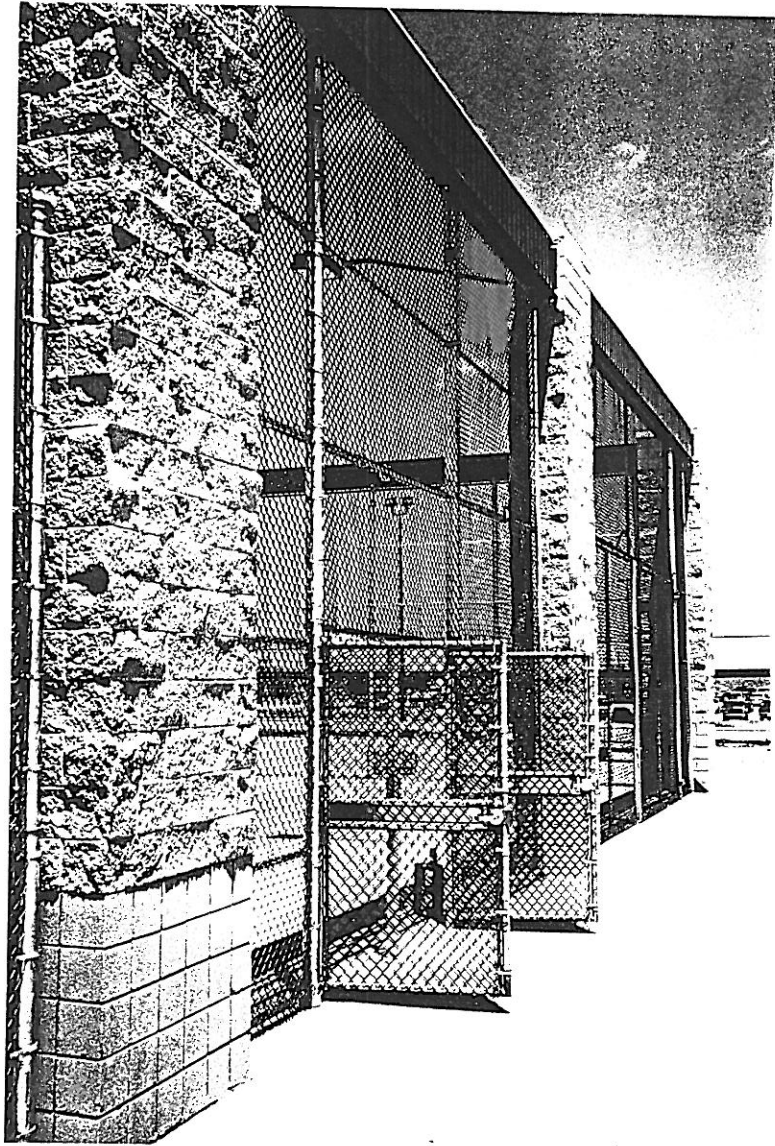
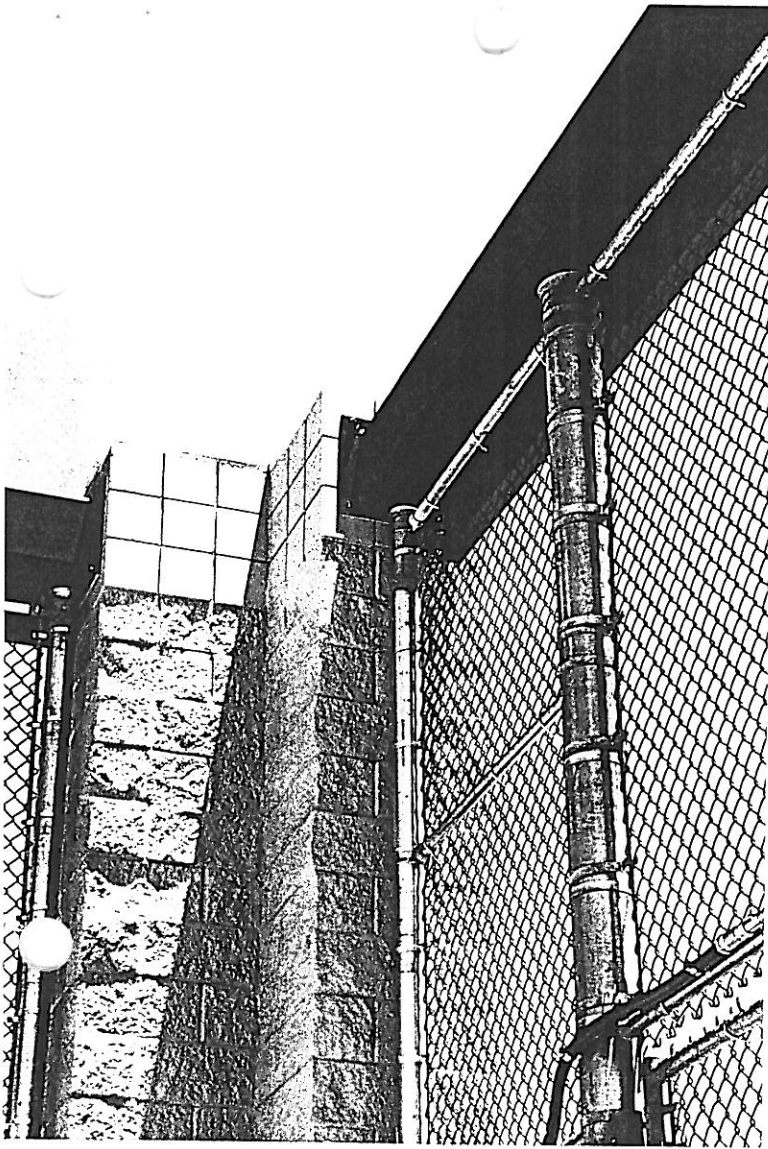
STOREFRONT DETAILS  
A NEW STORE FACILITY FOR:  
LOWE'S OF ROCKWALL, TEXAS

DESIGN BY: [Signature]  
CHECKED: [Signature]  
APPROVED: [Signature]  
DATE: 1-1-97

SKETCH: C-7  
OF 16

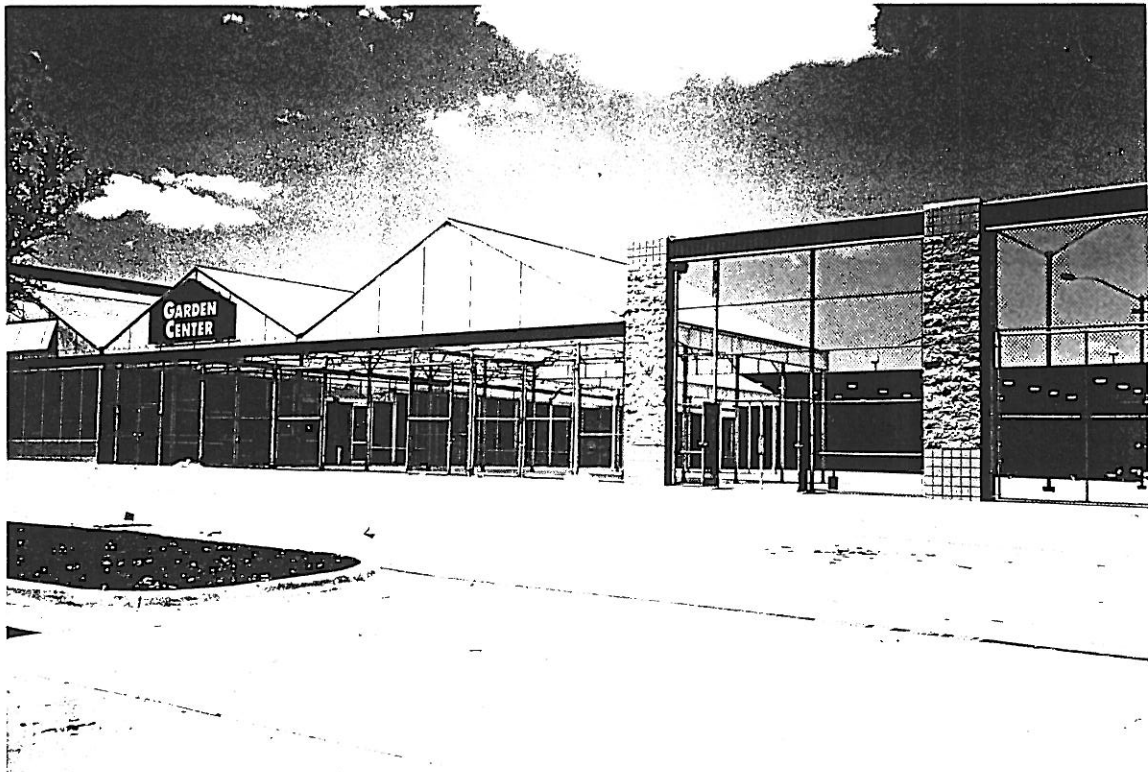
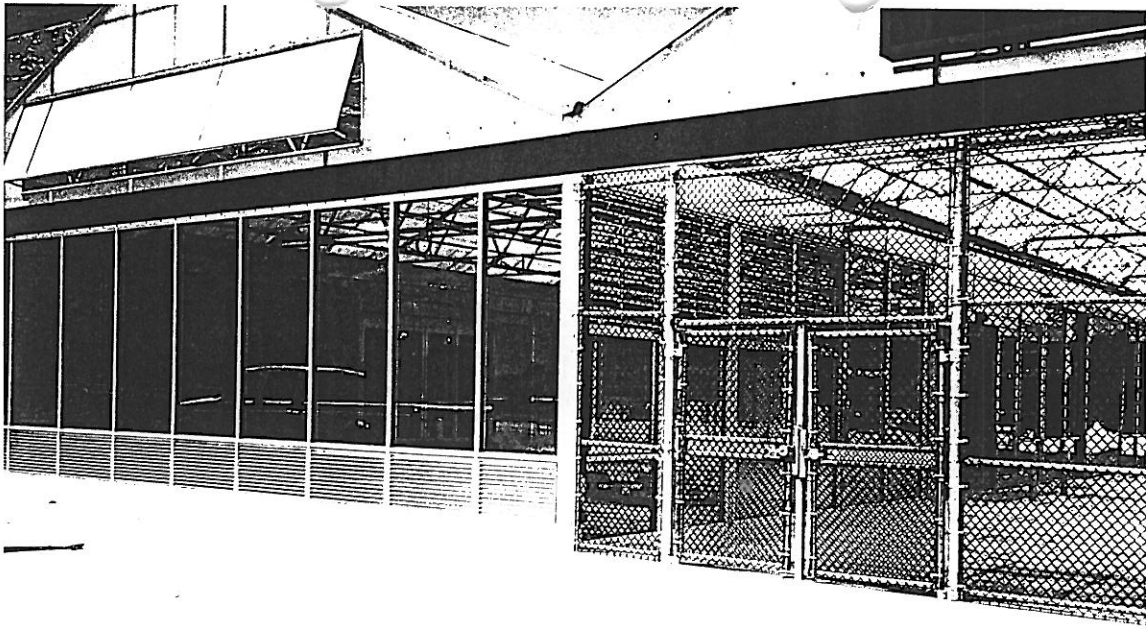


97-57



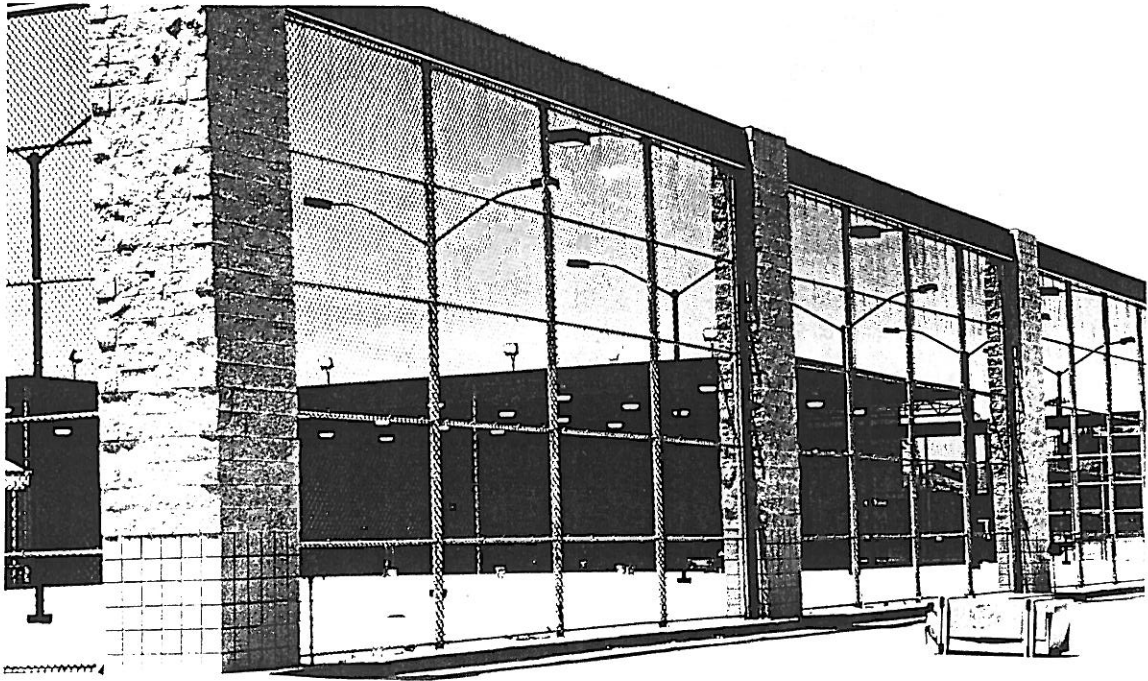
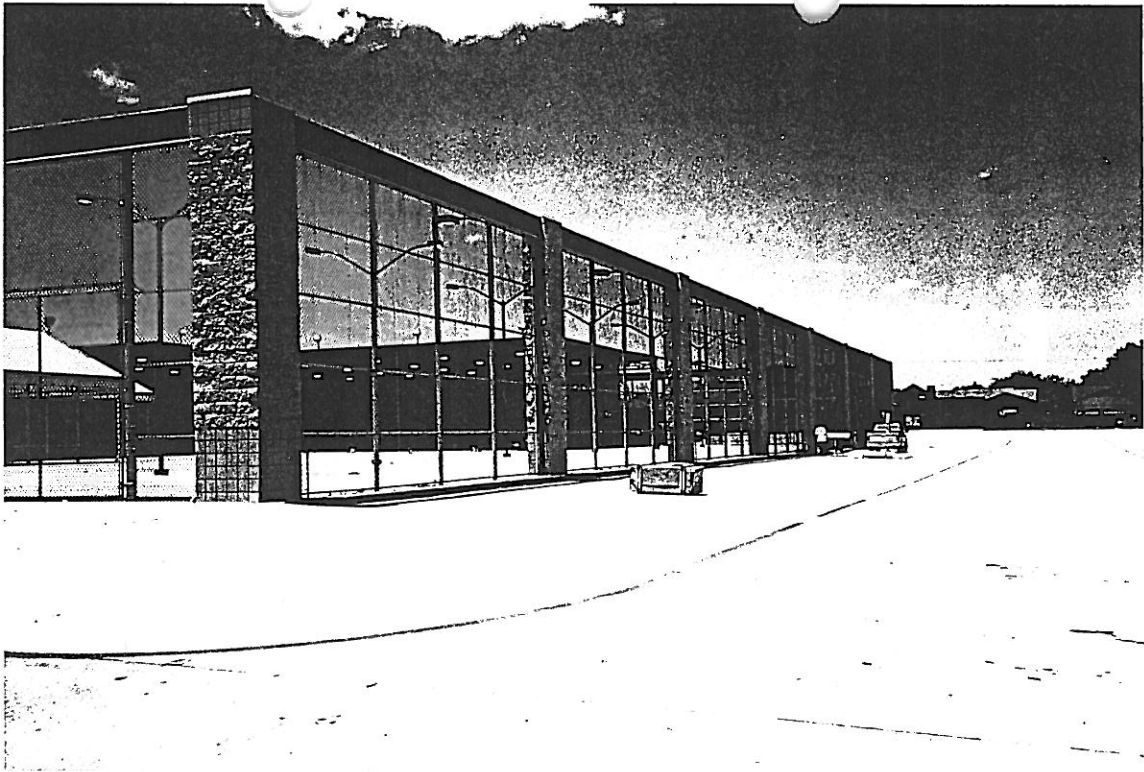
97-52



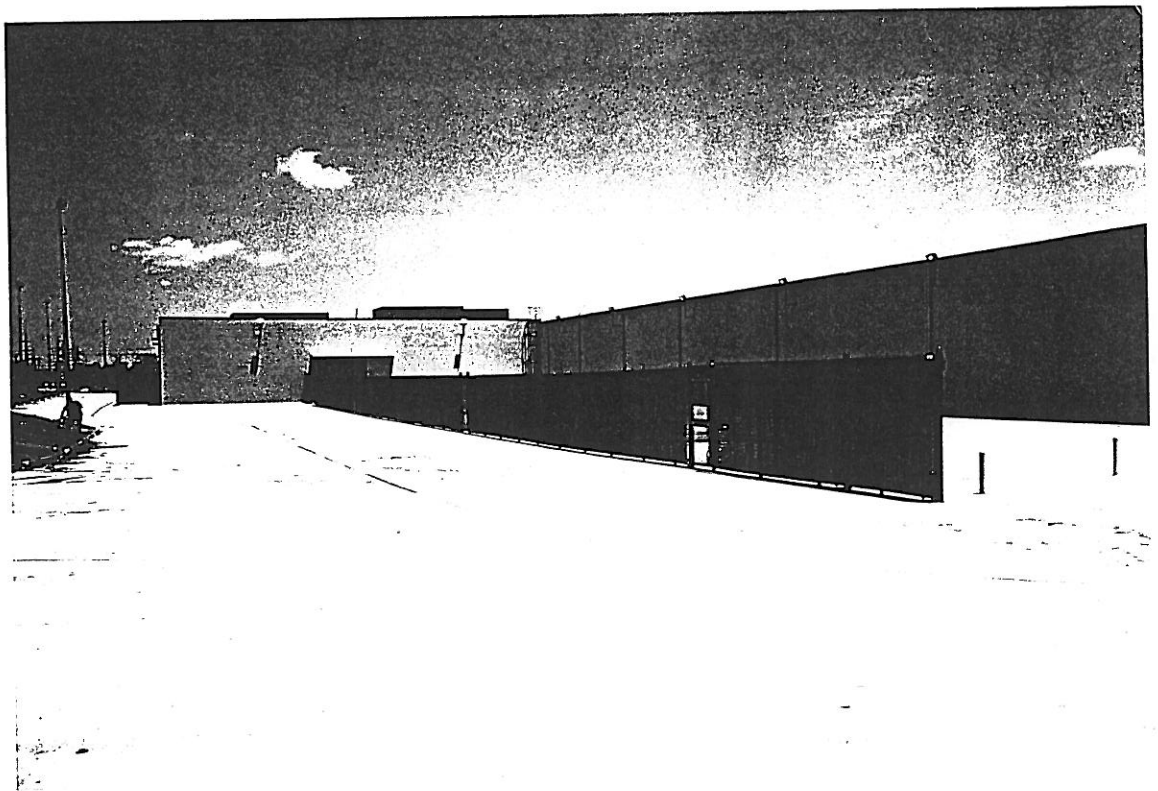
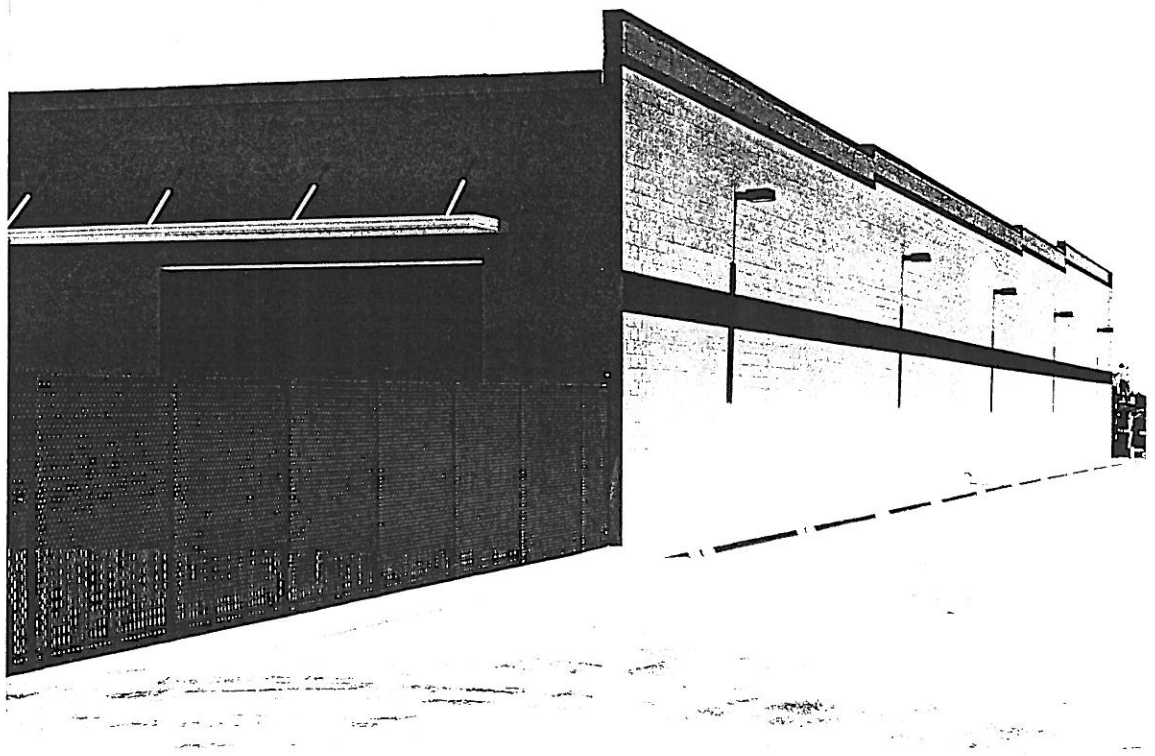


97-52





97-52



97-5h

**Memorandum**

TO: Julie Couch, City Manager

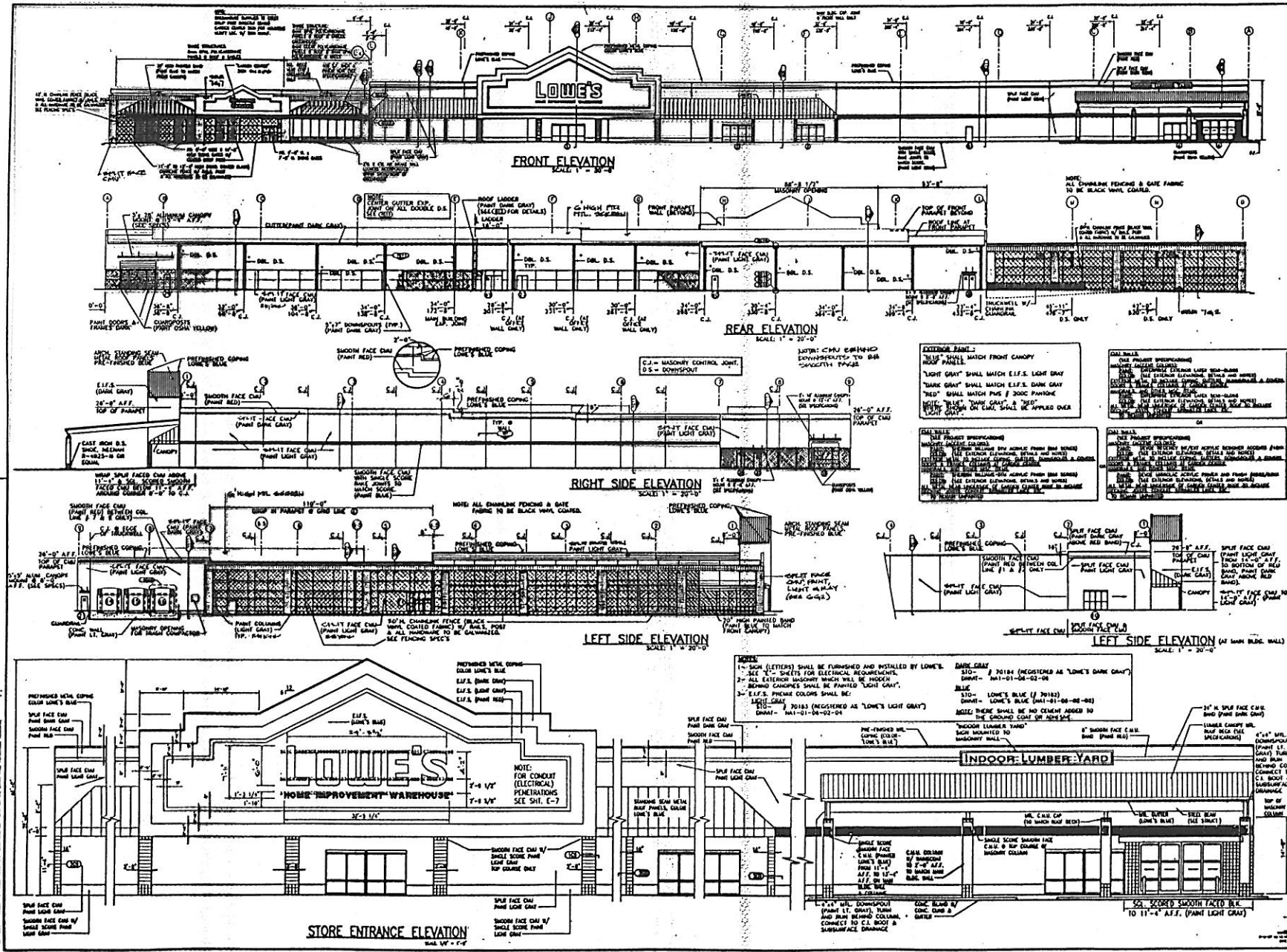
FROM: Bill Crolley, Director of Community Development

RE: Steger Towne Facilities Agreement

DATE: August 22, 1997

LOWES  
FILE  
STEGOR  
FAMILY  
AGREEMENT

As we presented to the City Council with the Steger Towne Development site plan this development is being developed in phases. The remaining portions of the development are still owned by the Steger family. This agreement is written to address those tracts that will be developed later. The purpose of this agreement is to define the timing and construction of Steger Towne Drive and Ralph M. Hall Parkway. This document is under review by the City Attorney. If there are any changes based on that review, staff will update the Council on Monday.



REVISED

DPE File No. 2247

18 JULY 1997

EXTERIOR ELEVATIONS

A NEW STORE FACILITY FOR:

**LOWE'S OF ROCKWALL, TEXAS**

SHEET

**LOWE'S**

Company, Inc.

DRAWN BY

CHOCED

18 JULY 1997

SHEET

**G-8**

OF 16

STATE OF TEXAS           §  
COUNTY OF ROCKWALL   §  
CITY OF ROCKWALL       §

## FACILITIES AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1997, by and between the **CITY OF ROCKWALL, TEXAS** (hereinafter referred to as "City"), and **STEGER TOWNE CROSSING, L.P.** or (hereinafter referred to as "Developer").

### W I T N E S S E T H:

**WHEREAS**, the Developer has requested City to permit the platting and/or development of a portion of a tract of land known as Steger Towne Addition, Phase 2; and

**WHEREAS**, the City has approved such platting and/or development as being in compliance with all requirements of the Zoning Ordinance and Subdivision Regulations of the City, except as hereinafter agreed upon; and

**WHEREAS**, City has studied the Brockway Branch drainage basin wherein said study recommends that certain improvements be made prior to or in conjunction with additional development within the drainage basin; and

**WHEREAS**, Developer, its vendors, grantees, assigns, successors, trustees, and all others holding any interest now or in the future, agree and enter into this Agreement which shall operate as a covenant running with the land and be binding upon the Developer and its representatives.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, City and Developer do mutually agree as follows:

**Section 1.   Platting and Site Planning.** All property owned by the Developer and located within the limits of the development, as shown on **Exhibit A** attached hereto and incorporated herein for all purposes, shall be platted in accordance with the Zoning Ordinance and Subdivision Regulations of the City before any Building Permit will be issued. The Developer shall dedicate, at no cost to the City, all street rights-of-way, alleys, drainage easements, floodways, and other dedications as required by the City at the time of platting. Developer shall comply with all conditions included in the approval of the project.

**Section 2.   Public Improvements.** All public improvements, including streets, utilities, drainage, sidewalks, street lighting, street signage, and all other required improvements, shall be provided by Developer at no cost to City, unless otherwise provided herein, in accordance with the Subdivision Regulations of the City and as approved by the City Engineer or his agent. Such improvements shall be installed within all applicable time frames in accordance with the Subdivision Regulations of the City unless otherwise approved herein. Engineering studies, plan/profile sheets, and other construction document shall be provided



the Subdivision Regulations of the City and as approved by the City Engineer or his agent. Such improvements shall be installed within all applicable time frames in accordance with the Subdivision Regulations of the City unless otherwise approved herein. Engineering studies, plan/profile sheets, and other construction document shall be provided for by the Owner at the time of platting, as required by the Subdivision Regulations. Such plans shall be approved by the City Engineer or his agent prior to approval of a Final Plat. Construction of such improvements shall not be initiated until a preconstruction conference has been held regarding the proposed construction.

Construction of all public improvements shall be subject to routine review by the City Engineer or his agent to evaluate conformance with the construction plans and City standards and specifications. However, such review and evaluation shall not relieve the Owner, its engineer or agent, of its obligations for the design, construction and maintenance of the improvements, as set out in this Agreement and other relevant ordinances of the City. Any modification, review or evaluation by the City Engineer shall substantially conform to accepted engineering practices.

The Owner will be responsible for the installation of any required street lighting and for the cost of installation of street name signs. All required street lighting shall be installed and the City shall be reimbursed for the cost of all street name signs prior to final acceptance of any public improvements and the issuance of any Building Permits, unless otherwise provided herein.

Upon completion of the construction of public improvements, as required by this Agreement and the Subdivision Regulations, the Owner shall deliver to the City a reproducible copy of as-built construction plans of the public improvements as constructed or engineered by the Owner.

**Section 3. Thoroughfares.** In conjunction with the platting and development of the hereinabove tract of land, the Owner shall complete the following:

- a. All required rights-of-way within and adjacent to the development as outlined in **Exhibit A** shall be dedicated to the City at the time of platting of Phase III.
- b. Owner shall be responsible for paying to the City the cost of constructing two lanes of the Ralph M. Hall Parkway from the Lowe's driveway to the easternmost boundary of Lot 9, as shown on said **Exhibit A**. Prior to beginning construction of Phase III, as shown on said **Exhibit A**, the owner shall pay 50% of said amount upon platting of any of Lots 3, 4 or 9, or 50% of said amount upon platting of Retail A and B as shown on said **Exhibit A**. The amount for Lots 3, 4 and 9 may be paid as each lot is developed (16.6% per lot).
- c. Owner agrees that the remaining section of Steger Towne Drive, as shown on **Exhibit A**, will be fully constructed at the time of any additional platting and development of Phase III, beyond what is currently known as "Lot 1 Block C" and shown on said exhibit. The City shall not be obligated to approve any

platting for said additional development until plans are presented to the City Engineer for construction of the said roadway.

- d. The City shall not be obligated to approve any platting for said additional development until plans for construction of the roadway are submitted to the City Engineer for approval.

**Section 4. Utilities.**

- a. Water — All required onsite and offsite water lines and other improvements shall be constructed by the Owner and accepted by the City prior to the issuance of any Building Permit, unless otherwise approved herein.
- b. Sewer — All required onsite and offsite sewer lines and other improvements shall be constructed by the Owner and accepted by the City prior to the issuance of any Building Permit, unless otherwise approved herein.
- c. Drainage —
  - (i) All required onsite and offsite improvements, as outlined in the engineering plans approved by the City, shall be constructed by the Owner and accepted by the City prior to the issuance of any Building Permit, unless otherwise approved herein.
  - (ii) Prior to the issuance of any Building Permit, the Owner and City will execute an agreement for operation and maintenance of the detention pond facility as shown on **Exhibit A**.

**Section 5. Public Facilities to be Provided by the City.** The City makes no guarantee that water supply or wastewater treatment capacity will be available at any particular time or place, it being fully understood by both parties hereto that the ability of the City to supply water and wastewater services is subject to the City's water and wastewater system capacity. The City shall be the sole judge of the availability of such capacity to supply such water and/or wastewater services, provided, however, that the City will use its best efforts to insure that said water supply and wastewater treatment capacity is available.

**Section 6. Fees to be Paid by the Owner.** The Owner and subsequent subdividers or developers within the development hereby agree to pay the City all required fees, including impact fees, at the time specified in the applicable City ordinances.

**Section 7. Pro rata Costs.** If the City or others construct any portion of the Ralph M. Hall Parkway or Steger Towne Drive, required by this Agreement, the owner shall pay its pro rata share for that portion of the referenced roadways in accordance with Sections 3(b) and 3(c) of this Agreement. Payment of the said pro rata share shall occur at the time of additional platting or development of the Steger Town Crossing as shown in **Exhibit A**.

attributable and relate to the Steger Town Addition. Payment of the said pro rata share shall occur at the time of additional platting or development of the Steger Town Addition.

**Section 8. Maintenance.** Prior to final acceptance of any public improvements, the Developer shall furnish to the City a good and sufficient maintenance bond in the amount of ten percent (10%) of the contract price of such improvements, or in such amount as approved by the City, to indemnify the City for a period of one (1) year from the date of final acceptance of such improvements, against any repairs which may become necessary to any part of the construction work, performed in connection with the subdivision and/or development, arising from defective workmanship or materials used therein.

**Section 9. Waiver.** The Developer expressly acknowledges that by entering into this Agreement, the Developer, its successors, assigns, vendors, grantees, and/or trustees, shall never construe this Agreement as waiving any of the requirements of the Zoning Ordinance or Subdivision Regulations or any other ordinance of the City, except as herein agreed upon.

**Section 10. Hold Harmless.** The Developer, its successors, assigns, vendors, grantees, and/or trustees do hereby agree to fully release, indemnify, and hold harmless the City from all claims, suits, judgments, and demands which have accrued or which may accrue because of such development.

**Section 11. Default.** In the event the Developer fails to comply with any of the provisions of this Agreement, the City shall be authorized to cease issuance of any further Certificates of Occupancy or Building Permits in the Steger Town Addition, and the City shall be further authorized to file this instrument in the Mechanic's Lien records of Rockwall County as a Mechanic's Lien against the subdivision; and in the alternative, the City shall be authorized to levy an assessment against the subdivision for public improvements to be held as a tax lien against the property by the City.

**Section 12. Parties Bound.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

**Section 13. Governing Law.** This Agreement shall be governed by and construed in accordance with the Laws of the State of Texas. Venue shall be in Rockwall County, Texas.

**Section 14. Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**Section 15. Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the City and Developer. This Agreement may only be changed or modified with the written consent of the Developer and of the governing City Council of the City. Such modification may be requested by either party, but shall not, in any event, be effective unless and until approved by the City Council of the City.



**Section 16. Covenant Running with the Land.** This Agreement shall be considered as a covenant running with the land and shall be binding upon Developer, its successors and assigns, and shall be filed of record, in conjunction with the final plat, in the Plat Records, Rockwall County, Texas.

**Section 17. Termination and Release.** Upon the satisfactory completion by the Developer and final acceptance by the City of all requirements of this Agreement, this Agreement shall terminate and the City will execute a release of covenant to the Developer, its assigns, successors, grantees, trustees and/or representatives and the City shall file said release in the Rockwall County Deed Records.

**IN WITNESS WHEREOF,** each of the parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative as of the date hereinabove first mentioned.

**CITY OF ROCKWALL, TEXAS**

By: \_\_\_\_\_  
Julie Couch, City Manager

ATTEST:

\_\_\_\_\_  
City Secretary

**STEGER TOWNE CROSSING. L.P.**

By: STC ROCKWALL DEVELOPMENT, INC.,  
Its Authorized General Partner

By: \_\_\_\_\_  
John P. Weber, Its President

## ACKNOWLEDGEMENTS

STATE OF TEXAS           §  
COUNTY OF ROCKWALL   §

**BEFORE ME**, the undersigned notary public, on this \_\_\_\_\_ day of \_\_\_\_\_, 1997, personally appeared Julie Couch, City Manager of the City of Rockwall, known to me to be the identical person who signed the within and foregoing document, and stated that she signed the same as her free and voluntary act and deed, and the free and voluntary act and deed of the City of Rockwall.

**WITNESS MY HAND AND SEAL** the day and year first above written.

MY COMMISSION EXPIRES:

\_\_\_\_\_  
Notary Public, State of Texas  
Printed name: \_\_\_\_\_

\_\_\_\_\_  
( S E A L )

STATE OF TEXAS           §  
COUNTY OF ROCKWALL   §

**BEFORE ME**, the undersigned notary public, on this \_\_\_\_\_ day of \_\_\_\_\_, 1997, personally appeared \_\_\_\_\_, \_\_\_\_\_ of Steger Towne Crossing, L.P., Developer, known to me to be the identical person who signed the within and foregoing document, and stated that he/she signed the same as his/her free and voluntary act and deed, and the free and voluntary act and deed of Steger Towne Crossing, L.P.

**WITNESS MY HAND AND SEAL** the day and year first above written.

MY COMMISSION EXPIRES:

\_\_\_\_\_  
Notary Public, State of Texas  
Printed name: \_\_\_\_\_

\_\_\_\_\_  
( S E A L )

EXHIBIT "A"

LOT 9, BLK. B

LOT 9

LOT 1, BLK. C  
LOWE'S

LOT 2, BLK C  
RETAIL B

LOT 3, BLK C

LOT 4, BLK C

LOT 5  
BLK C

THE AMERICAN NATIONAL  
BANK OF TERREL  
VOL. 850, PG. 96.

F.M. 740 - RIDGE ROAD

F.M. 3097 - HORIZON ROAD

WESTWOOD DRIVE

CONCEPT / DEVELOPMENT PLAN  
STEEGER TOWN CROSSING PHASE II  
RIDGE ROAD @ HORIZON ROAD  
ROCKWALL, TEXAS  
LAWRENCE A. GATES & ASSOC., INC.  
CONSULTING ENGINEER  
1200 MERRY ROAD, SUITE 130  
DALLAS, TEXAS 75244  
DESIGN DRAWN DATE SCALE NOTES FILE NO.  
LAC LAC 1/18/97 1" = 80' R/S #7033 C-3

7016

**LOT 8, BLK. B**

LOT 1, BLK. C

RETAIL A

LOT 2, BLK C  
RETAIL B

**LOT 4, BLK C**

LOT 3, BLK C.

LOT 5  
BLK C

THE AMERICAN NATIONAL  
BANK OF TERRELL  
VOL 859, PG 94

~~F.M. 740 - RIDGE ROAD~~

**F.M. 3097 - HORIZON ROAD**

CONCEPT / DEVELOPMENT PLAN

STEGER TOWN CROSSING PHASE II

RIDGE ROAD • HORIZON ROAD

ROCKWALL, TEXAS

ANCE A. CATES & ASSOC., INC.  
HUNTER ROAD, SUITE 122 (972) 385-2272  
DALLAS, TX

DRAWN	DATE	SCALE	NOTES	FILE
-------	------	-------	-------	------

LAC	6/19/97	i" = 60"	D.P.	9703E
-----	---------	----------	------	-------

---

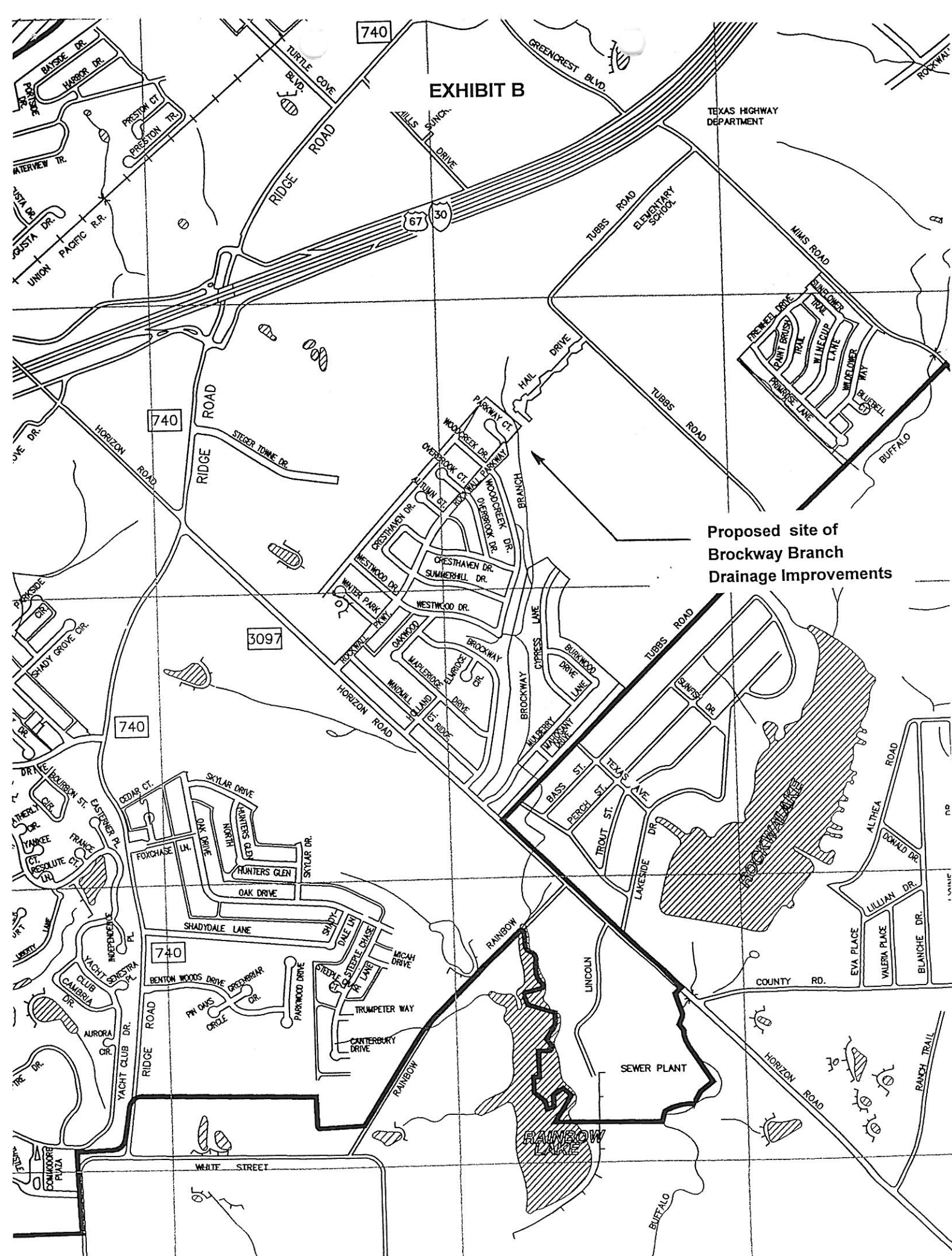




EXHIBIT B

TEXAS HIGHWAY  
DEPARTMENT

Proposed site of  
Brockway Branch  
Drainage Improvements



STATE OF TEXAS           §  
COUNTY OF ROCKWALL   §  
CITY OF ROCKWALL       §

## FACILITIES AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1997, by and between the **CITY OF ROCKWALL, TEXAS** (hereinafter referred to as "City"), and **STEGER TOWNE CROSSING, L.P.** or (hereinafter referred to as "Developer").

### W I T N E S S E T H:

**WHEREAS**, the Developer has requested City to permit the platting and/or development of a portion of a tract of land known as Steger Towne Addition, Phase 2; and

**WHEREAS**, the City has approved such platting and/or development as being in compliance with all requirements of the Zoning Ordinance and Subdivision Regulations of the City, except as hereinafter agreed upon; and

**WHEREAS**, City has studied the Brockway Branch drainage basin wherein said study recommends that certain improvements be made prior to or in conjunction with additional development within the drainage basin; and

**WHEREAS**, Developer, its vendors, grantees, assigns, successors, trustees, and all others holding any interest now or in the future, agree and enter into this Agreement which shall operate as a covenant running with the land and be binding upon the Developer and its representatives.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, City and Developer do mutually agree as follows:

**Section 1.   Platting and Site Planning.** All property owned by the Developer and located within the limits of the development, as shown on **Exhibit A** attached hereto and incorporated herein for all purposes, shall be platted in accordance with the Zoning Ordinance and Subdivision Regulations of the City before any Building Permit will be issued. The Developer shall dedicate, at no cost to the City, all street rights-of-way, alleys, drainage easements, floodways, and other dedications as required by the City at the time of platting. Developer shall comply with all conditions included in the approval of the project.

**Section 2.   Public Improvements.** All public improvements, including streets, utilities, drainage, sidewalks, street lighting, street signage, and all other required improvements, shall be provided by Developer at no cost to City, unless otherwise provided herein, in accordance with the Subdivision Regulations of the City and as approved by the City Engineer or his agent. Such improvements shall be installed within all applicable time frames in accordance with the Subdivision Regulations of the City unless otherwise approved herein. Engineering studies, plan/profile sheets, and other construction document shall be provided

for by the Developer at the time of platting, as required by the Subdivision Regulations. Such plans shall be approved by the City Engineer or his agent prior to approval of a Final Plat. Construction of such improvements shall not be initiated until a preconstruction conference has been held regarding the proposed construction.

Construction of all public improvements shall be subject to routine review by the City Engineer or his agent to evaluate conformance with the construction plans and City standards and specifications. However, such review and evaluation shall not relieve the Developer, its engineer or agent, of its obligations for the design, construction and maintenance of the improvements, as set out in this Agreement and other relevant ordinances of the City. Any modification, review or evaluation by the City Engineer shall substantially conform to accepted engineering practices.

The Developer will be responsible for the installation of any required street lighting and for the cost of installation of street name signs. All required street lighting shall be installed and the City shall be reimbursed for the cost of all street name signs prior to final acceptance of any public improvements and the issuance of any Building Permits, unless otherwise provided herein.

Upon completion of the construction of public improvements, as required by this Agreement and the Subdivision Regulations, the Developer shall deliver to the City a reproducible copy of as-built construction plans of the public improvements as constructed or engineered by the Developer.

**Section 3. Thoroughfares.** In conjunction with the platting and development of the hereinabove tract of land, the Developer shall complete the following:

- a. All required rights-of-way within and adjacent to the development as outlined in **Exhibit A** shall be dedicated to the City at the time of platting of Steger Towne Addition, Phase 2.
- b. Developer shall be responsible for escrowing with the City the cost of constructing two lanes of the Ralph M. Hall Parkway, as shown on said **Exhibit A**, prior to beginning construction of Steger Town Addition, Phase 2. The amount of escrow shall be \$180,000 of which \$115,000 shall be dedicated to the said roadway. The City agrees to move forward with the design and construction of this roadway.
- c. Developer agrees that the remaining section of Steger Town Drive, as shown on **Exhibit A**, will be fully constructed at the time of any additional platting and development of the Steger Town Addition beyond what is currently known as "Lowe's Site" and shown on said exhibit to the extent Developer owns same. Said land is currently owned by 740/3097 Limited Partnership. The City shall not be obligated to approve any platting for said additional development until plans are presented to the City Engineer for construction of the said roadway.



- d. The City shall not be obligated to approve any platting for said additional development until plans for construction of the roadway are submitted to the City Engineer for approval.

**Section 4. Utilities.**

- a. Water — All required onsite and offsite water lines and other improvements shall be constructed by the Developer and accepted by the City prior to the issuance of any Building Permit, unless otherwise approved herein.
- b. Sewer — All required onsite and offsite sewer lines and other improvements shall be constructed by the Developer and accepted by the City prior to the issuance of any Building Permit, unless otherwise approved herein.
- c. Drainage —
  - (i) All required onsite and offsite improvements, as outlined in the engineering plans approved by the City, shall be constructed by the Developer and accepted by the City prior to the issuance of any Building Permit, unless otherwise approved herein.
  - (ii) The remaining portion of the \$180,000 escrow amount as referenced above is to be used by the City in construction of offsite drainage improvements to the Brockway Creek drainage basin as shown by Exhibit "B". City agrees to move forward with the design and construction of said improvements.
  - (iii) Prior to the issuance of any Building Permit, the Developer and City will execute an agreement for operation and maintenance of the detention pond facility as shown on **Exhibit A**.

**Section 5. Public Facilities to be Provided by the City.** The City makes no guarantee that water supply or wastewater treatment capacity will be available at any particular time or place, it being fully understood by both parties hereto that the ability of the City to supply water and wastewater services is subject to the City's water and wastewater system capacity. The City shall be the sole judge of the availability of such capacity to supply such water and/or wastewater services, provided, however, that the City will use its best efforts to insure that said water supply and wastewater treatment capacity is available.

**Section 6. Fees to be Paid by the Developer.** The Developer and subsequent subdividers or developers within the development hereby agree to pay the City all required fees, including impact fees, at the time specified in the applicable City ordinances.

**Section 7. Pro rata Costs.** If the City or others construct any portion of the Ralph M. Hall Parkway or Steger Town Drive, not required for construction by this Agreement, Developer shall pay its pro rata share for that portion of the referenced roadways that is attributable and relate to the Steger Towne Addition. Payment of the said pro rata share shall

occur at the time of additional platting or development of the Steger Towne Addition, Phase 2.

**Section 8. Maintenance.** Prior to final acceptance of any public improvements, the Developer shall furnish to the City a good and sufficient maintenance bond in the amount of ten percent (10%) of the contract price of such improvements, or in such amount as approved by the City, to indemnify the City for a period of one (1) year from the date of final acceptance of such improvements, against any repairs which may become necessary to any part of the construction work, performed in connection with the subdivision and/or development, arising from defective workmanship or materials used therein.

**Section 9. Waiver.** The Developer expressly acknowledges that by entering into this Agreement, the Developer, its successors, assigns, vendors, grantees, and/or trustees, shall never construe this Agreement as waiving any of the requirements of the Zoning Ordinance or Subdivision Regulations or any other ordinance of the City, except as herein agreed upon.

**Section 10. Hold Harmless.** The Developer, its successors, assigns, vendors, grantees, and/or trustees do hereby agree to fully release, indemnify, and hold harmless the City from all claims, suits, judgments, and demands which have accrued or which may accrue because of such development.

**Section 11. Default.** In the event the Developer fails to comply with any of the provisions of this Agreement, the City shall be authorized to cease issuance of any further Certificates of Occupancy or Building Permits in the Steger Town Addition, and the City shall be further authorized to file this instrument in the Mechanic's Lien records of Rockwall County as a Mechanic's Lien against the subdivision; and in the alternative, the City shall be authorized to levy an assessment against the subdivision for public improvements to be held as a tax lien against the property by the City.

**Section 12. Parties Bound.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

**Section 13. Governing Law.** This Agreement shall be governed by and construed in accordance with the Laws of the State of Texas. Venue shall be in Rockwall County, Texas.

**Section 14. Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**Section 15. Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the City and Developer. This Agreement may only be changed or modified with the written consent of the Developer and of the governing City Council of the City. Such modification may be requested by either party, but shall not, in any event, be effective unless and until approved by the City Council of the City.

**Section 16. Covenant Running with the Land.** This Agreement shall be considered as a covenant running with the land and shall be binding upon Developer, its successors and assigns, and shall be filed of record, in conjunction with the final plat, in the Plat Records, Rockwall County, Texas.

**Section 17. Termination and Release.** Upon the satisfactory completion by the Developer and final acceptance by the City of all requirements of this Agreement, this Agreement shall terminate and the City will execute a release of covenant to the Developer, its assigns, successors, grantees, trustees and/or representatives and the City shall file said release in the Rockwall County Deed Records.

**IN WITNESS WHEREOF,** each of the parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative as of the date hereinabove first mentioned.

**CITY OF ROCKWALL, TEXAS**

ATTEST:

By: \_\_\_\_\_  
Julie Couch, City Manager

\_\_\_\_\_  
City Secretary

**STEGER TOWNE CROSSING. L.P.**

By: STC ROCKWALL DEVELOPMENT, INC.,  
Its Authorized General Partner

By: \_\_\_\_\_  
John P. Weber, Its President



**ACKNOWLEDGEMENTS**

**STATE OF TEXAS           §**  
**COUNTY OF ROCKWALL   §**

**BEFORE ME**, the undersigned notary public, on this \_\_\_\_\_ day of \_\_\_\_\_, 1997, personally appeared Julie Couch, City Manager of the City of Rockwall, known to me to be the identical person who signed the within and foregoing document, and stated that she signed the same as her free and voluntary act and deed, and the free and voluntary act and deed of the City of Rockwall.

**WITNESS MY HAND AND SEAL** the day and year first above written.

MY COMMISSION EXPIRES:

\_\_\_\_\_  
Notary Public, State of Texas  
Printed name: \_\_\_\_\_

\_\_\_\_\_  
( S E A L )

**STATE OF TEXAS           §**  
**COUNTY OF ROCKWALL   §**

**BEFORE ME**, the undersigned notary public, on this \_\_\_\_\_ day of \_\_\_\_\_, 1997, personally appeared \_\_\_\_\_, \_\_\_\_\_ of Steger Towne Crossing, L.P., Developer, known to me to be the identical person who signed the within and foregoing document, and stated that he/she signed the same as his/her free and voluntary act and deed, and the free and voluntary act and deed of Steger Towne Crossing, L.P.

**WITNESS MY HAND AND SEAL** the day and year first above written.

MY COMMISSION EXPIRES:

\_\_\_\_\_  
Notary Public, State of Texas  
Printed name: \_\_\_\_\_

\_\_\_\_\_  
( S E A L )

**CITY OF ROCKWALL  
City Council Agenda**

**Agenda Date:** August 18, 1997

**Agenda No** IV.K.

**Agenda Item:** Appointments/Plats/Plans/Public Hearings

K. **PZ- 97-52-FP/SP/LP** Discuss and Consider a request from John Weber for a final plat, site plan and landscape plan, and Facilities Agreement for Steger Towne Crossing for 2 lots consisting of approximately 18 acres and generally located on the south side of Steger Towne Drive and 600' east of FM-740 and Take Any Necessary Action.

**Item Generated By:**

**Action Needed:**

**Background Information:**

**Attachments:**

1. Copy of Facilities Agreement

# MEMORANDUM

**DATE:** August 15, 1997  
**TO:** Julie Couch, City Manager  
**FROM:** Bill Crolley, Director Of Community Development  
**RE:** Facilities Agreement

---

As you know staff has been working with the developer to finalize the attached facilities agreement. The City Attorney is still reviewing the agreement. If there are any changes staff will update the City Council at the meeting Monday night.

The developer may want two separate agreements since the Steger family still owns a portion of the land covered by the agreement.

STATE OF TEXAS                   §  
COUNTY OF ROCKWALL       §  
CITY OF ROCKWALL           §

## FACILITIES AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1997, by and between the **CITY OF ROCKWALL, TEXAS** (hereinafter referred to as "City"), and **WEBER DEVELOPMENT, INC.** (hereinafter referred to as "Developer").

### WITNESSETH:

**WHEREAS**, the Developer has requested City to permit the platting and/or development of a portion of a tract of land known as Steger Town, Phase 2; and

**WHEREAS**, the City has approved such platting and/or development as being in compliance with all requirements of the Zoning Ordinance and Subdivision Regulations of the City, except as hereinafter agreed upon; and

**WHEREAS**, City has studied the Brockway Branch drainage basin wherein said study recommends that certain improvements be made prior to or in conjunction with additional development within the drainage basin; and

**WHEREAS**, Developer, its vendors, grantees, assigns, successors, trustees, and all others holding any interest now or in the future, agree and enter into this Agreement which shall operate as a covenant running with the land and be binding upon the Developer and its representatives.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, City and Developer do mutually agree as follows:

**Section 1. Platting and Site Planning.** All property owned by the Developer and located within the limits of the development, as shown on **Exhibit A** attached hereto and incorporated herein for all purposes, shall be platted in accordance with the Zoning Ordinance and Subdivision Regulations of the City before any Building Permit will be issued. The Developer shall dedicate, at no cost to the City, all street rights-of-way, alleys, drainage easements, floodways, and other dedications as required by the City at the time of platting. Developer shall comply with all conditions included in the approval of the project.

**Section 2. Public Improvements.** All public improvements, including streets, utilities, drainage, sidewalks, street lighting, street signage, and all other required



improvements, shall be provided by Developer at no cost to City, unless otherwise provided herein, in accordance with the Subdivision Regulations of the City and as approved by the City Engineer or his agent. Such improvements shall be installed within all applicable time frames in accordance with the Subdivision Regulations of the City unless otherwise approved herein. Engineering studies, plan/profile sheets, and other construction document shall be provided for by the Developer at the time of platting, as required by the Subdivision Regulations. Such plans shall be approved by the City Engineer or his agent prior to approval of a Final Plat. Construction of such improvements shall not be initiated until a preconstruction conference has been held regarding the proposed construction.

Construction of all public improvements shall be subject to routine review by the City Engineer or his agent to evaluate conformance with the construction plans and City standards and specifications. However, such review and evaluation shall not relieve the Developer, its engineer or agent, of its obligations for the design, construction and maintenance of the improvements, as set out in this Agreement and other relevant ordinances of the City. Any modification, review or evaluation by the City Engineer shall substantially conform to accepted engineering practices.

The Developer will be responsible for the installation of any required street lighting and for the cost of installation of street name signs. All required street lighting shall be installed and the City shall be reimbursed for the cost of all street name signs prior to final acceptance of any public improvements and the issuance of any Building Permits, unless otherwise provided herein.

Upon completion of the construction of public improvements, as required by this Agreement and the Subdivision Regulations, the Developer shall deliver to the City a reproducible copy of as-built construction plans of the public improvements as constructed or engineered by the Developer.

**Section 3. Thoroughfares.** In conjunction with the platting and development of the hereinabove tract of land, the Developer shall complete the following:

- a. All required rights-of-way within and adjacent to the development as outlined in **Exhibit A** shall be dedicated to the City at the time of platting of Steger Town, Phase 2.
- b. Developer shall be responsible for escrowing with the City the cost of constructing two lanes of the Ralph M. Hall Parkway, as shown on the Site Plan attached hereto, prior to beginning construction of Steger Town, Phase 2. The amount of escrow shall be \$180,000. The City agrees to move forward with the design and construction of this roadway.

- c. Developer agrees that the remaining section of Steger Town Drive, as shown on **Exhibit A**, will be fully constructed at the time of any additional platting and development of the Steger Town Addition beyond what is currently known as "Lowe's Site" and shown on said exhibit. The City shall not be obligated to approve any platting for said additional development until plans are presented to the City Engineer for construction of the said roadway.
- d. Developer agrees that the two lanes of the Ralph M. Hall Parkway adjacent to the remaining portion of Developer's property, as shown on **Exhibit A**, will be fully constructed at the time of any additional platting and development of Steger Town Addition beyond what is currently known as the "Lowe's Site," as shown on said exhibit. The City shall not be obligated to approve any platting for said additional development until plans for construction of the roadway are submitted to the City Engineer for approval.
- e. Developer agrees to construct a north bound deceleration lane and a south bound left turn lane on FM-3097 as shown on the attached **Exhibit A** in conjunction with construction of Phase 2 of Steger Town.

#### **Section 4. Utilities.**

- a. Water — All required onsite and offsite water lines and other improvements shall be constructed by the Developer and accepted by the City prior to the issuance of any Building Permit, unless otherwise approved herein.
- b. Sewer — All required onsite and offsite sewer lines and other improvements shall be constructed by the Developer and accepted by the City prior to the issuance of any Building Permit, unless otherwise approved herein.
- c. Drainage —
  - (i) All required onsite and offsite improvements, as outlined in the engineering plans approved by the City, shall be constructed by the Developer and accepted by the City prior to the issuance of any Building Permit, unless otherwise approved herein.
  - (ii) The \$180,000 escrow amount as referenced above is also to be used by the City in construction of offsite drainage improvements to the Brockway Creek drainage basin. City agrees to move forward with the design and construction of said improvements.

- (iii) Prior to the issuance of any Building Permit, the Developer and City will execute an agreement for operation and maintenance of the detention pond facility as shown on **Exhibit A**.

**Section 5. Public Facilities to be Provided by the City.** The City makes no guarantee that water supply or wastewater treatment capacity will be available at any particular time or place, it being fully understood by both parties hereto that the ability of the City to supply water and wastewater services is subject to the City's water and wastewater system capacity. The City shall be the sole judge of the availability of such capacity to supply such water and/or wastewater services, provided, however, that the City will use its best efforts to insure that said water supply and wastewater treatment capacity is available.

**Section 6. Fees to be Paid by the Developer.** The Developer and subsequent subdividers or developers within the development hereby agree to pay the City all required fees, including impact fees, at the time specified in the applicable City ordinances.

**Section 7. Pro rata Costs.** If the City or others construct any portion of the Ralph M. Mitchell Parkway or Steger Town Drive, not required for construction by this Agreement, Developer shall pay its pro rata share for that portion of the referenced roadways that is attributable and relate to the Steger Town Addition. Payment of the said pro rata share shall occur at the time of additional platting or development of the Steger Town Addition.

**Section 8. Maintenance.** Prior to final acceptance of any public improvements, the Developer shall furnish to the City a good and sufficient maintenance bond in the amount of ten percent (10%) of the contract price of such improvements, or in such amount as approved by the City, to indemnify the City for a period of one (1) year from the date of final acceptance of such improvements, against any repairs which may become necessary to any part of the construction work, performed in connection with the subdivision and/or development, arising from defective workmanship or materials used therein.

**Section 9. Waiver.** The Developer expressly acknowledges that by entering into this Agreement, the Developer, its successors, assigns, vendors, grantees, and/or trustees, shall never construe this Agreement as waiving any of the requirements of the Zoning Ordinance or Subdivision Regulations or any other ordinance of the City, except as herein agreed upon.

**Section 10. Hold Harmless.** The Developer, its successors, assigns, vendors, grantees, and/or trustees do hereby agree to fully release, indemnify, and hold harmless the City from all claims, suits, judgments, and demands which have accrued or which may accrue because of such development.

**Section 11. Default.** In the event the Developer fails to comply with any of the provisions of this Agreement, the City shall be authorized to cease issuance of any further Certificates of Occupancy or Building Permits in the Steger Town Addition, and the City shall be further authorized to file this instrument in the Mechanic's Lien records of Rockwall County as a Mechanic's Lien against the subdivision; and in the alternative, the City shall be authorized to levy an assessment against the subdivision for public improvements to be held as a tax lien against the property by the City.

**Section 12. Parties Bound.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

**Section 13. Governing Law.** This Agreement shall be governed by and construed in accordance with the Laws of the State of Texas. Venue shall be in Rockwall County, Texas.

**Section 14. Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**Section 15. Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the City and Developer. This Agreement may only be changed or modified with the written consent of the Developer and of the governing City Council of the City. Such modification may be requested by either party, but shall not, in any event, be effective unless and until approved by the City Council of the City.

**Section 16. Covenant Running with the Land.** This Agreement shall be considered as a covenant running with the land and shall be binding upon Developer, its successors and assigns, and shall be filed of record, in conjunction with the final plat, in the Plat Records, Rockwall County, Texas.

**Section 17. Termination and Release.** Upon the satisfactory completion by the Developer and final acceptance by the City of all requirements of this Agreement, this Agreement shall terminate and the City will execute a release of covenant to the Developer, its assigns, successors, grantees, trustees and/or representatives and the City shall file said release in the Rockwall County Deed Records.



**IN WITNESS WHEREOF**, each of the parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative as of the date hereinabove first mentioned.

**CITY OF ROCKWALL, TEXAS**

ATTEST:

By: \_\_\_\_\_  
Julie Couch, City Manager

\_\_\_\_\_  
City Secretary

**WEBER DEVELOPMENT, INC.**

By: \_\_\_\_\_  
Its Authorized Agent

## ACKNOWLEDGEMENTS

STATE OF TEXAS           §  
COUNTY OF ROCKWALL   §

**BEFORE ME**, the undersigned notary public, on this \_\_\_\_\_ day of \_\_\_\_\_, 1997, personally appeared Julie Couch, City Manager of the City of Rockwall, known to me to be the identical person who signed the within and foregoing document, and stated that she signed the same as her free and voluntary act and deed, and the free and voluntary act and deed of the City of Rockwall.

**WITNESS MY HAND AND SEAL** the day and year first above written.

MY COMMISSION EXPIRES:

\_\_\_\_\_  
Notary Public, State of Texas

Printed name: \_\_\_\_\_

\_\_\_\_\_  
( S E A L )

STATE OF TEXAS           §  
COUNTY OF ROCKWALL   §

**BEFORE ME**, the undersigned notary public, on this \_\_\_\_\_ day of \_\_\_\_\_, 1997, personally appeared \_\_\_\_\_, \_\_\_\_\_ of Weber Development, Inc., Developer, known to me to be the identical person who signed the within and foregoing document, and stated that he/she signed the same as his/her free and voluntary act and deed, and the free and voluntary act and deed of Weber Development, Inc.

**WITNESS MY HAND AND SEAL** the day and year first above written.

MY COMMISSION EXPIRES:

\_\_\_\_\_  
Notary Public, State of Texas

Printed name: \_\_\_\_\_

\_\_\_\_\_  
( S E A L )



# CITY OF ROCKWALL

## "THE NEW HORIZON"

08/06/2002

Mr. Brant Stacey  
Lowe's Home Improvement Warehouse  
901 Steger Towne Drive  
Rockwall, TX 75032

Re: Landscaping

Dear Mr. Stacey:

The Code Enforcement Department of the City of Rockwall has been working with your store for the past year in an effort to have the landscaping brought up to city codes. We worked with the previous store manager, Mr. Rob Kerkes, but did not have much success with bringing your store into compliance. I appreciate the cooperation we have experienced since you have been in charge of this store.

Section 20-29 of the City of Rockwall Code of Ordinances states as follows:

**Required landscaping must be maintained in a healthy, growing condition at all times. The property owner is responsible for weeding, mowing of grass, irrigation, fertilizing, pruning, or other maintenance of all plantings as needed. Any plant that dies must be replaced with another approved plant variety, generally of the same size, that complies with the approved landscape plan within ninety (90) days after notification by the city.**

To gain compliance with the ordinance you are required to replace the dead trees and missing shrubs as shown on the approved landscaping plan. You need to replace approximately thirty-two (32) live oaks of six (6) inch caliper and twenty-eight (28) Austrian Pine trees at approximately eight (8) feet in height. The gaps in the shrubbery lines around the detention pond need to be filled with red-tip photinias of comparable size to the existing ones. You must comply with this letter of demand within thirty (30) days of receipt. If you have any questions, please feel free to call me at 972-772-6449.

Sincerely,

Cliff Griffin  
Code Enforcement Supervisor  
City of Rockwall  
385 S. Goliad St.  
Rockwall, TX 75087

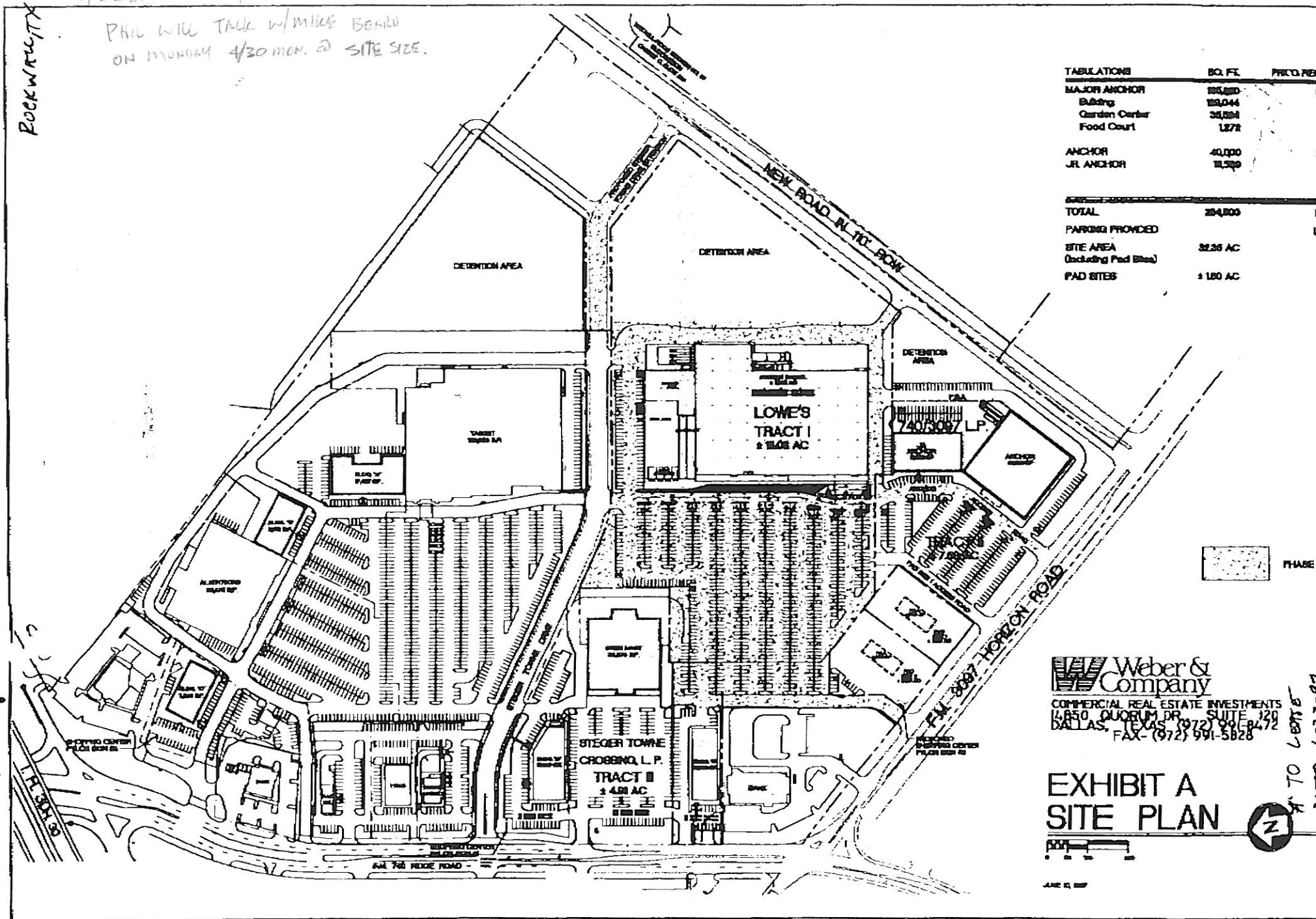
P.02/02

APR 19 2001 11:44 FR LOWES-PROPERTY MNGT 336 658 3643 TO #30610

Rockwall, TX

4/23 MON. CALLED PHIL

PHIL WILL TALK W/MIKE BEARD  
ON MONDAY 4/30 MON. @ SITE SIZE.



TABULATIONS	SQ. FE.	PRICE PER
MAJOR ANCHOR	100,000	
Building	100,044	
Garden Center	30,000	
Food Court	1,272	
ANCHOR	40,000	
JR. ANCHOR	10,000	
TOTAL	204,000	
PARKING PROVIDED		
SITE AREA (Including Pad Sites)	32.26 AC	
PAD SITES	± 180 AC	

Weber & Company  
COMMERCIAL REAL ESTATE INVESTMENTS  
1450 QUORUM DR., SUITE 120  
DALLAS, TEXAS 75221-9472  
FAX: (972) 991-5628

EXHIBIT A  
SITE PLAN

JUNE 10, 1997

TO LEFT



### ARTICLE III. LANDSCAPE REGULATIONS\*

#### Sec. 20-22. Definitions.

[As used in this article, the following words and terms shall have the meanings respectively ascribed:]

- (1) *Caliper* means the diameter of the trunk measured six (6) inches above ground level up to and including four-inch caliper size, and measured twelve (12) inches above ground level if the measurement taken at six (6) inches above ground level exceeds four (4) inches. If a tree is of a multi-trunk variety, the caliper of the tree is the average caliper of all of its trunks.
- (2) *Canopy or shade tree* means a species of tree which normally bears crown foliage no lower than six (6) feet above ground level upon maturity.
- (3) *Enhanced pavement* means any permeable or nonpermeable decorative pavement material intended for pedestrian or vehicular use. Examples of enhanced pavement include brick or stone pavers, grass paver, exposed aggregate concrete, and stamped and stained concrete.
- (4) *Evergreen tree or shrub* means a tree or shrub of a species which normally retains its leaves throughout the year.
- (5) *Ground cover* means natural mulch or plants of species which normally reach a height of less than two (2) feet upon maturity, installed in such a manner so as to form a continuous cover over the ground.
- (6) *Landscape architect* means a person licensed to practice or teach landscape architecture in the State of Texas pursuant to state law.
- (7) *Landscape buffer strip* means a strip of land:
  - a. Which serves a buffer function on the perimeter of a building site adjacent to another building site or to a public or private street or alley; and

---

\*Cross references—Mobile home parks, Ch. 15.5; subdivision regulations, Ch. 24.

regeneration, groundwater recharge, and stormwater runoff retardation, while at the same time aiding in noise, glare, and heat abatement.

- (2) To provide visual buffering between land uses of differing character.
  - (3) To enhance the beautification of the city.
  - (4) To safeguard and enhance property values and to protect public and private investment.
  - (5) To conserve energy.
- (Ord. No. 88-28, § I, 7-18-88)

**Sec. 20-24. Application of article.**

- (a) This article does not apply to:
  - (1) Property governed by a landscape plan approved by the city council and made part of an ordinance establishing the zoning classification of a lot;
  - (2) Any property with a previously approved landscape and/or site plan prior to adoption of this article [Ordinance Number 88-28], unless such plan is required to be resubmitted for consideration;
  - (3) Lots containing only single-family and/or duplex uses; and
  - (4) Lots zoned Central Business District as defined in the comprehensive zoning ordinance.
- (b) Except as otherwise provided in subsection (a), this article applies to all uses on a lot when an application for a building permit for work on the lot is made, unless the application is for:
  - (1) Restoration of a building that has been damaged by fire, flood explosion, riot, act of the public enemy, other natural disaster, or accident of any kind, if said structure may be restored under the nonconforming use provisions of the comprehensive zoning ordinance. For purposes of this subsection restoration means the act of putting back into a former or original state; or

- (2) To the zoning administrator on all sites required to submit a site plan for approval by the planning and zoning commission and city council.

(b) If a landscape plan is required under subsection (a)(1), the plan must be submitted and approved before a building permit is issued for the work. If a landscape plan is required under subsection (a)(2), the plan must be submitted and approved with the required site plan unless otherwise approved by the city council.

(c) The landscape plan shall be submitted in the form and number as prescribed by the city and must contain the following information:

- (1) Date, scale, north point, and the names, addresses, and telephone numbers of both the property owner and the person preparing the plan.
- (2) Project name, street address, and lot and block description.
- (3) Location of existing boundary lines and dimensions of the lot, street address, approximate centerline of existing watercourses and the location of the one hundred-year floodplain, if applicable; the approximate location of significant drainage features; and the location and size of existing and proposed streets and alleys, utility easements, driveways and sidewalks on or adjacent to the lot.
- (4) [Reserved.]
- (5) Location, height, and material of proposed screening and fencing (with berms to be delineated by one-foot contours).
- (6) Locations and dimensions of proposed landscape buffer strips.
- (7) Complete description of plant materials shown on the plan, including names, locations, quantities, container or caliper sizes at installation, heights, spread, and spacing. The location and type of all existing trees on the lot over six (6) inches in caliper must be specifically indicated.
- (8) Complete description of landscaping and screening to be provided in or near off-street parking and loading areas, including information as to the amount (in square feet) of

- (4) In satisfying the landscaping requirements of this article, the use of high-quality, hardy plant materials on the approved plant list, attached hereto as Exhibit B is recommended and encouraged. Plants found on the disapproved plant list, attached hereto as Exhibit C shall not be placed within the right-of-way or within the required building setback along a street.

(c) *Protection of landscape areas.* Required landscape areas must be protected from vehicular traffic through the use of concrete curbs, or other permanent barriers. Vehicles shall be prevented from extending over landscaped areas.

(d) *Irrigation requirements.* All required landscape and buffer areas must be irrigated with an underground watering system. Such systems shall be a spray, bubbler, or drip type watering system.

(e) *Screening from residential uses.*

- (1) Any commercial or industrial use or parking lot that has a side or rear contiguous to any residential district and any multi-family use with more than five (5) dwelling units or parking lot that has a side or rear contiguous to any single-family, townhouse, or duplex district, shall be screened with a masonry fence (excluding tilt wall or concrete block unless approved by the city council), six (6) feet in height, unless otherwise approved by the city council. Berms in conjunction with a fence can be utilized to meet this requirement. The screen shall be located no closer to the street than the property line. Any ordinances concerning sight obstructions of intersections shall be applicable to the screen where it is intersected by a street or driveway.
- (2) Prior to construction of any required screens, complete plans showing type of material, depth of beam, and structural support shall be submitted to the building permit office for analysis to determine whether or not:
  - a. The screen will withstand the pressures of time and nature;
  - b. The screen adequately accomplishes the purpose for which it was intended.



(i) *Dimensions of landscaping.* All required landscaping shall be no less than five (5) feet wide and a minimum of twenty-five (25) square feet in area unless it is within ten (10) feet of the building.

(j) *Required landscaping.* Minimum square footage requirements for landscaping shall be provided and maintained in the zoning districts set forth as follows. The requirements shall be applied to the total site area to be developed:

<i>District</i>	<i>% Requirement</i>	<i>Net % Requirement w/Maximum Credits</i>
Multifamily	25%	20%
Office	20%	15%
Neighborhood Service	20%	15%
General Retail	15%	10%
Commercial	15%	10%
Highway Commercial	15%	10%
Heavy Commercial	10%	5%
Light Industrial	10%	5%
Heavy Industrial	10%	5%

The total site area required for landscaping may be reduced by no more than five (5) per cent in accordance with the provisions of section 20-27. For example, the required percentage of fifteen (15) per cent for Commercial zoning could be reduced to a total of ten (10) per cent under the terms of section 20-27. No less than fifty (50) per cent of the total requirement shall be located in front of and along side buildings with street frontage in the following zoning districts: "MF-15," "O," "NS," "GR," "C." One hundred (100) per cent of the total requirement shall be located in front of and along side buildings with street frontage in the following zoning districts: "HC," "LI," "HI."

(Ord. No. 88-28, § I, 7-18-88; Ord. No. 90-25, § 1, 8-6-90; Ord. No. 91-52, § 1, 10-21-91; Ord. No. 93-2, § 1, 2-1-93)

**Sec. 20-27. Credits toward landscaping requirements; credits for reduction in required square footage.**

(a) *Credit for required landscape buffer strips between residential and nonresidential zoning.* The overall landscaping require-

(d) *Credit for right-of-way landscaping.* The overall landscaping requirement may be reduced by two and five-tenths (2.5) per cent when the public right-of-way adjacent to a proposed development is landscaped meeting the following requirements:

- (1) All landscaping in the right-of-way shall be provided sufficient irrigation for maintenance.
- (2) Plants used in landscaping in the right-of-way shall only be varieties included on the approved plant list.
- (3) Landscaping in right-of-way shall be submitted and approved by the city prior to any work being done in the right-of-way.
- (4) In certain cases, the city may determine that landscaping in the right-of-way may be infeasible and in such cases this credit shall not apply.
- (5) Landscaping shall include ground cover, shrubs, trees and/or other plant materials and must cover at least fifty (50) per cent of the adjacent right-of-way, exclusive of driveways, to qualify for this credit. Grass alone shall not qualify for this credit.
- (6) If the city has an adopted landscape plan for the street adjacent to the proposed project, any proposed improvements must be in compliance with said plan.

(e) *Existing tree credits.* Existing healthy trees may be credited toward meeting design requirements as follows:

- (1) The existing trees must be healthy, must be of a type on the approved tree list, and the area below the drip line shall remain undisturbed either by cutting or filling in the development process, use of impervious materials, or as a storage area under the dripline.
- (2) The developer may receive a maximum of fifty (50) per cent credit toward overall tree requirements.

**Sec. 20-29. General maintenance.**

(a) Required landscaping must be maintained in a healthy, growing condition at all times. The property owner is responsible for regular weeding, mowing of grass, irrigation, fertilizing, pruning, or other maintenance of all plantings as needed. Any plant that dies must be replaced with another approved plant variety, generally of the same size, that complies with the approved landscape plan within ninety (90) days after notification by the city.

(b) Any damage to utility lines resulting from the negligence of the property owner, his agents, or employees in the installation and maintenance of required landscaping in a utility easement is the responsibility of the property owner. If a public utility disturbs a landscaped area in a utility easement, it shall make every reasonable effort to preserve the landscaping materials, and return them to their prior locations after the utility work. If, nonetheless, some plant materials die, it is the obligation of the property owner to replace the plant materials.

(Ord. No. 88-28, § I, 7-18-88)

**Sec. 20-30. Effect of landscape plan approval.**

(a) If development of a lot or tract with an approved landscape plan has not been completed within three (3) years of its final approval the landscape plan shall be deemed to have expired, and a new review and approval of a landscape plan for development of the property shall be undertaken by the planning and zoning commission and city council upon application by the owner, and such new approval shall be required before a building permit may be issued for development. Said review and approval shall be evaluated according to the standards of this ordinance, taking into account all changes to the ordinance which have occurred subsequent to the prior landscape plan approval.

(b) If the landscape plan is submitted in conjunction with an approved phasing plan for development of the lot or tract, the landscape plan shall be deemed to have expired if any phase is not completed within the time period approved for such phase. No landscape plan phase may be planned to exceed three years unless specifically authorized by the planning and zoning com-

EXHIBIT A  
ORDINANCE 88-28

VISIBILITY TRIANGLES

(Section 2.18, Rockwall Standards of Design)

**"2.18 Public Right-of-Way Visibility**

A. Street/Drive Intersection Visibility Obstruction Triangles. A landscape plan showing the plan of the street on both sides of each proposed drive/street to the proposed development with the grades, curb elevations, proposed street/drive locations, and all items (both natural and manmade) within the visibility triangles as prescribed below shall be provided with all site plans, if they are not on engineering plans that are submitted at the same time. This plan shall show no horizontal or vertical restrictions (either existing or future) within the areas defined below.

1. Obstruction/Interference Triangles-Defined: No fence, wall screen, billboard, sign, structure, foliage, hedge, tree, bush, shrub, berm, or any other item, either manmade or natural shall be erected, planted, or maintained in such a position or place so as to obstruct or interfere within the following minimum standards; however, on nonresidentially zoned lots, a single pole for mounting a sign may be placed within this area provided the pole does not exceed twelve (12) inches in diameter, and provided every portion of the sign has a minimum height clearance of nine (9) feet:
  - a. Vision at all intersections which intersect at or near right angles shall be clear at elevations between twenty-four (24) inches and nine (9) feet above the top of curb elevation, within a triangular area formed by extending the two curb lines from their point of intersection, for the following minimum distances for the applicable intersection, and connecting these points with an imaginary line, thereby making a triangle. If there are no curbs existing, the triangular area shall be formed by extending the property lines from their point of



EXHIBIT B

ORDINANCE NO. 88-28

CITY OF ROCKWALL LANDSCAPING REGULATIONS

RECOMMENDED PLANT LIST

PLANT TYPE	ASSETS	CULTURAL REQUIREMENTS										USE																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
		FLOWER	LEAF COLOR	FRUIT/BERRIES	BRANCHING HABIT	LEAF TEXTURE	EVERGREEN	FULL SUN	SEMI-SHADE	SHADE	HIGH	MEDIUM	LOW	SOIL FERTILITY	ENVIRONMENTAL	VISUAL	AMENITY SPACES	ROUTEWAYS	PARKING	MISC																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
TREES																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									</

PLANT TYPE	ASSETS	CULTURAL REQUIREMENTS										USE																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
TREES	FLOWER LEAF COLOR FRUIT/BERRIES BRANCHING HABIT LEAF TEXTURE EVERGREEN	EXPO- SURE	MOIS- TURE REQMT	P & D •	SOIL FER- TILITY	ENVIRON- MENTAL				VISUAL				AME- NITY SPACES				ROUTEWAYS				PARK- ING		MISC																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
LARGE: OVER 20 FT. MATURE HEIGHT	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	

PLANT TYPE	ASSETS	CULTURAL REQUIREMENTS										USE									
TREES	FLOWER LEAF COLOR FRUIT/BERRIES BRANCHING HABIT LEAF TEXTURE EVERGREEN	EXPO- SURE	MOIS- TURE REQMT	P & D •	SOIL FER- TILITY	ENVIRON- MENTAL	VISUAL			AME- NITY SPACES	ROUTWAYS			PARK- ING	MISC						
LARGE: OVER 20 FT. MATURE HEIGHT																					
SMALL: 20 FT. & UNDER MATURE HEIGHT																					
ENGLISH IVY																					
TRAILING JUNIPERS																					
LIRIOPE																					
HONEYSUCKLE																					
MONDO GRASS																					
ASIAN JASMINE																					
CONFEDERATE JASMINE																					
VINCA MAJOR																					
• PEST & DISEASE																					
LARGE																					
ABELIA																					
AUCUBA																					
ELAEAGNUS																					
BURFORD HOLLY																					
NELLIE STEVENS HOLLY																					

PLANT TYPE	ASSETS	CULTURAL REQUIREMENTS										USE																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
TREES	FLOWER LEAF COLOR FRUIT/BERRIES BRANCHING HABIT LEAF TEXTURE EVERGREEN	EXPO- SURE	MOIS- TURE REQMT	P & D •	SOIL FER- TILITY	ENVIRON- MENTAL	VISUAL				AME- NITY SPACES	ROUTEWAYS				PARK- ING	MISC																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
LARGE: OVER 20 FT. MATURE HEIGHT																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	



## EXHIBIT C

## DISAPPROVED PLANT LIST

The following plants shall not be placed in public ROW or within the required setback along a public street:

1. Silver Maple (*Acer Saccharinum*)
  2. Box Elder (*Acer Negundo*)
  3. Mimosa (*Albizzia Julibrissin*)
  4. Catalpa (*Catalpa sp.*)
  5. Hackberry, Sugarberry (*Celtis sp.*)
  6. Arizona Ash (*Fraxinus Velutina*)
  7. Honeylocust (*Gleditsia triacanthos*)
  8. Tulip Tree (*Liriodendron Tulipifera*)
  9. Chinaberry (*Melia Azedarach*)
  10. Sycamore (*Platanus occidentalis*)
  11. Cottonwood, Poplar (*Populus sp.*)
  12. Willows (*Salix sp.*)
  13. American Elm (*Ulmus Americana*)
  14. Siberian Elm (*Ulmus Pumila*)
  15. Jerusalem Thorn/Petama (*Parkinsonia aculeata*)
  16. Bois D'Arc (*Maclura pomifera*)
  17. Cedar or Juniper series
  18. Flowering Crabapple varieties (*Malus sp.*)
  19. Ginko Tree (*Ginko Biloba*)
  20. Peach/Plum varieties (*Prunus sp.*)
  21. Mulberry varieties (*Morus sp.*)
  22. Texas Mountain Laurel (*Sophora secundiflora*)
  23. Lilac Chaste Tree (*Vitex Agnuscastus*)
  24. Pine Tree varieties (*Pinus sp.*)
- (Ord. No. 88-28, 7-18-88)

*Building pad* means the actual foundation area of a building and a reasonable area around the foundation necessary for construction and grade transitions.

*Construction drawings* means engineering or architectural drawings which have been prepared by an authorized individual and approved by the authorized authority, that describe in detail by measurements and specifications the method and manner in which a building, structure, utility, street or physical alteration to land or structure is to be accomplished.

*Drip line* means a vertical line run through the outermost portion of the crown of a tree and extending down to the ground.

*Limits of construction* means a delineation on the treescape plan which shows the boundary of the area within which all construction activity will occur.

*Protective fencing* means snow fencing, chain link fencing, barbed wire fencing, orange vinyl construction fencing or similar fencing with a four (4) foot approximate height.

*Tree* means any self-supporting woody perennial plant which will attain a trunk diameter of three (3) inches or more when measured at a point twelve (12) inches above ground level and normally attains an overall height of at least twenty (20) feet at maturity, usually with one (1) main stem or trunk and many branches. It may appear to have stems or trunks as in several varieties of oaks.

*Tree, protected* means a tree which has a diameter of nine (9) inches or greater measured twelve (12) inches above the ground. The diameter of a multi-trunk tree shall be determined by adding the total diameter of the largest trunk to one-half ( $\frac{1}{2}$ ) the diameter of each additional trunk.

*Treescape plan* means a graphic representation drawn to the largest scale practical showing the exact location, size (trunk diameter and height) and common name of all protected trees and indication of which trees are to be removed and or replaced. The treescape plan should include the following:

- (1) Location of all existing or proposed structures, or building pads as shown on the grading plan and all improvements properly dimensioned and referenced to property lines.

final plats, site plans and landscape plans. In those instances where very few protected trees exists on a property, the treescape plan can be incorporated and shown on the preliminary plat, site plan or landscape plan and the fee can be waived at the discretion of the staff. If a property owner determines there are no protected trees on the property being platted or site planned, the property owner may submit a letter certifying that there are no protected trees on the property. This letter will be submitted with the understanding that if it is determined that there are protected trees on the property, the violation provisions and fines adopted as part of this ordinance will be in full force and effect.

(c) *Variance*. In the event that an applicant feels he/she cannot comply with a strict interpretation of this article, a variance can be requested from the planning and zoning commission.

(d) *Fees*. The application shall be accompanied by a fee to cover the cost of review. The fees shall be as follows:

Single-family	\$75.00 + \$5.00 per lot
Multi-family	\$75.00 + \$5.00 per unit
Nonresidential	\$75.00 + \$5.00 per acre

See Section 103 (b) for possible fee waiver.

(e) *Tree removal permit*. A tree removal permit will be required under the following conditions:

(1) Once a treescape plan has been approved if it is determined by the property owner that a protected tree needs to be removed;

(2) An addition to an existing nonresidential structure.

Tree removal permits will be approved administratively by the Director of Community Development or his/her designee. Protected trees removed with the approval of a tree removal permit will be required to comply with the tree replacement conditions of this article.

(f) *Plan expiration*. Plans shall be valid for two (2) years after the approval date. Plans which are approved in conjunction with preliminary plats, final plats, site plans or building permits shall

**Sec. 20-106. Tree protection prior to and during construction.**

(a) *Tree protection.* Prior to any construction or land development, the developer shall clearly flag with bright fluorescent red vinyl tape all protected trees. The red tape should be wrapped around the main trunk of the protected tree at a height of approximately four (4) feet so that the tape is clearly visible during construction. In those instances where a protected tree is so close to the construction area that construction equipment may damage the tree, a protective fence may be required. The protective fence must be maintained during all construction phases until project is finished.

(b) *Material and equipment storage.* The developer or contractor shall not store any material or equipment under the canopy of any protected tree. During the construction stage of the development no cleaning or storage of equipment or material shall be allowed within the drip line of a protected tree. Those materials include but are not limited to oils, solvents, mortar, asphalt and concrete.

(c) *Signs.* No signs, wire or other attachments except protective barriers shall be attached to the protected trees.

(d) *Traffic.* No vehicular traffic, construction equipment traffic or parking shall take place within the drip line of a protected tree other than on an existing street pavement. This restriction does not apply to single incident access for purposes of clearing underbrush, establishing the building pad and associated lot grading, vehicular traffic necessary for routine utility maintenance or emergency restoration of utility service or routine mowing operations.

(e) *Grade.* No grade change in excess of four (4) inches shall be allowed within the drip line of any protected tree unless adequate construction methods are approved beforehand.

(f) *Paving.* No impervious paving with asphalt or concrete shall be placed within the drip line of any protected tree.

(g) *Tree flagging.* At the time of submittal of the treescape plan all protected trees should be clearly flagged with bright fluores-



dollars (\$500.00) per tree. No acceptance of public improvements shall be authorized and no certificates of occupancy (CO) shall be issued until all fines for violations of this ordinance have been paid to the city.

(Ord. No. 95-16, § 1, 5-1-95)

## LOWE'S

TOTAL AREA	794,099	S.F.
BLDG AREA	164,578	S.F.
AVAILABLE PARKING	840 SPACES	
REQUIRED PARKING	823 SPACES	
EXCESS PARKING	17 SPACES (NOT BEHIND BLDG LINE)	

TOTAL LOT AREA MULTIPLIED BY 5% = 39,705 S.F.

## HOME DEPOT

TOTAL AREA	493,099	S.F.
BLDG AREA	129,802	S.F.
AVAILABLE PARKING	602 SPACES	
REQUIRED PARKING	649 SPACES	
EXCESS PARKING	NONE (-47 SPACES)	

TOTAL LOT AREA MULTIPLIED BY 5% = 24,655 S.F.

## LOWE'S

TOTAL AREA	794,099	S.F.
BLDG AREA	164,578	S.F.

AVAILABLE PARKING	840 SPACES
REQUIRED PARKING	823 SPACES
EXCESS PARKING	17 SPACES

TOTAL LOT AREA MULTIPLIED BY 5% = 39,705 S.F.

## HOME DEPOT

TOTAL AREA	493,099	S.F.
BLDG AREA	129,802	S.F.

AVAILABLE PARKING	602 SPACES
REQUIRED PARKING	649 SPACES
EXCESS PARKING	NONE (-47 SPACES)

TOTAL LOT AREA MULTIPLIED BY 5% = 24,655 S.F.

# LOWE'S HOME CENTERS, INC.

## REAL ESTATE DEPARTMENT

---

Box 1111, North Wilkesboro, NC 28656  
(Street Address) – Hwy. 268 East, North Wilkesboro, NC 28659  
Email Address: Phil.J.Curley@Lowe.com

Phone: 336/658-7519  
Fax: 336/658-3643

April 2, 2001

**VIA UPS NEXT DAY (saver)**

Mr. Jeffrey Widmar  
City of Rockwall, TX  
108 East Washington  
Rockwall, TX 75087

RE: LOWES STORE #0610, Rockwall, TX

Dear Jeffrey,

Thank you for your time and information during our recent phone conversations. Our Rockwell store is indeed a busy and changing place at this time of the year. As noted, our business focus during the spring season changes to an outdoor oriented format, which brings increased demand for the types of products that lend themselves to non-traditional storage, usually outside the confines of the building area. This allows for safer loading, fewer handling of oversize materials, and constant refreshment of inventory. We are working very diligently to achieve compliance with the zoning regulations as we interpret and understand them.

In an attempt to be a better community neighbor in Rockwall and other places, we are constantly interfacing with City Councils, Zoning Boards, and Enforcement Departments to modify the restrictions that exist at some locations. As in the case of Rockwall, I believe that some minor modifications to the existing zoning enforcement can allow us to, not only transact business more profitably and efficiently, but also keep the store more aesthetically pleasant.

I would like to ask your help in suggesting how Lowes should proceed to petition the City of Rockwall to seek some variance in the matter of outside storage and sales. We will endeavor to work with the City in any way that is asked, and hope that a mutually beneficial compromise can be achieved.

If I can be of assistance in this matter, please give me a call at 336.658.7519.

Sincerely,



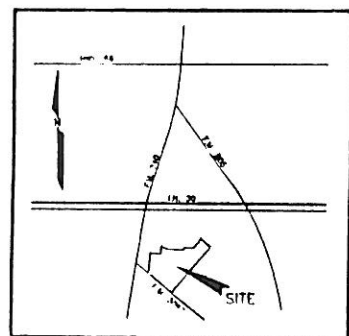
Philip J. Curley  
Manager/ Property Management

CC: WF #0610



not have a masonry exterior, as defined herein. The tires shall not exceed the height of the screen.

3. The accessory seasonal display of plants and related landscape materials such as fertilizer, peat moss, and ornamental landscape items by a permitted retail use may be displayed upon approval by the Building Inspector only under the following conditions:
  - a. The plants and related materials shall be located on an all weather surface.
  - b. All of the plants and related materials shall be located behind the building line.
  - c. The storage area for display of plants and related materials shall not occupy any required parking spaces as outlined in Section 5.9 herein. Excess parking spaces may be used if all other requirements in this Section are met.
  - d. The storage area for display of plants shall not occupy more than 5% of the total lot area.
4. The restrictions in Section 1. shall be construed to prohibit the storage and display of rental trailers and trucks except in districts where such uses are indicated as permitted uses.



LOCATION MAP  
(NOT TO SCALE)

*Revised  
Per City  
Plat's of City of Dallas  
Committed as*

**OWNER:**

740/3097 LIMITED PARTNERSHIP, L.P.  
O.L. STEGER, III, GENERAL PARTNER  
504 WEST RUSK  
ROCKWALL, TEXAS 75087

**DEVELOPER:**

STEGER TOWNE CROSSING, L.P.  
14850 QUORUM DRIVE, #120  
DALLAS, TEXAS 75240

**ENGINEER:**

LAWRENCE A. CATES & ASSOC.  
14200 MIDWAY ROAD, SUITE 122  
DALLAS, TEXAS 75244

SITE PLAN  
OF

**97-52**  
**STEGER TOWNE CROSSING**  
**PHASE II**

LOCATED IN THE CITY OF ROCKWALL, TEXAS  
BEING OUT OF THE  
JAMES SMITH SURVEY, ABSTRACT NO. 200  
ROCKWALL COUNTY, TEXAS

JULY 23, 1997

LOWE'S

SITE TABULATIONS			
EXISTING ZONING	C	USE	RETAIL & GROCERY
LAND AREA	18.71	ACRES	794,091 SF
BUILDING AREAS			
LOT 1 (LOWE'S)		184,478 SF	
RETAILERS GARDEN CENTER			
TOTAL		184,478 SF	
BUILDING VOLUMES			
LOT 1		80,000 CU YD (MAX)	
PARKING			
LOT 1 (184,478 SF)		1,000	1,000
TOTAL		1,000	1,000

*APPROVED*

0 50' 100' 200'

**CITY OF ROCKWALL  
Work Session Agenda**

**Agenda Date:** August 25, 1997

**Agenda No.** II.

**Agenda Item:** Discuss and Consider Approval a Facilities Agreement for Steger Towne Crossing and Take Any Necessary Action.

**Item Generated By:**

**Action Needed:**

**Background Information:**

1. Copy of Memo
2. Copy of Facilities Agreement

**Attachments:**

## **Memorandum**

TO: Julie Couch, City Manager

FROM: Bill Crolley, Director of Community Development

RE: Steger Towne Facilities Agreement

DATE: August 22, 1997

As we presented to the City Council with the Steger Towne Development site plan this development is being developed in phases. The remaining portions of the development are still owned by the Steger family. This agreement is written to address those tracts that will be developed later. The purpose of this agreement is to define the timing and construction of Steger Towne Drive and Ralph M. Hall Parkway. This document is under review by the City Attorney. If there are any changes based on that review, staff will update the Council on Monday.



STATE OF TEXAS                   §  
COUNTY OF ROCKWALL       §  
CITY OF ROCKWALL           §

## FACILITIES AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1997, by and between the **CITY OF ROCKWALL, TEXAS** (hereinafter referred to as "City"), and **740/3097 LIMITED PARTNERSHIP** (hereinafter referred to as "Owner").

### W I T N E S E T H:

**WHEREAS**, the Owner has requested City to permit the platting and/or development of a portion of a tract of land known as Steger Towne Crossing Addition, Phase 2; and

**WHEREAS**, the City has approved such platting and/or development as being in compliance with all requirements of the Zoning Ordinance and Subdivision Regulations of the City, except as hereinafter agreed upon; and

**WHEREAS**, City has studied the Brockway Branch drainage basin wherein said study recommends that certain improvements be made prior to or in conjunction with additional development within the drainage basin; and

**WHEREAS**, Owner, its vendors, grantees, assigns, successors, trustees, and all others holding any interest now or in the future, agree and enter into this Agreement which shall operate as a covenant running with the land and be binding upon the Owner and its representatives.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, City and Owner do mutually agree as follows:

**Section 1. Platting and Site Planning.** All property owned by the Owner and located within the limits of the development, shown as Retail A, B. Lots 3, 4 and 9 (the "Property") on **Exhibit A** attached hereto and incorporated herein for all purposes, shall be platted in accordance with the Zoning Ordinance and Subdivision Regulations of the City before any Building Permit will be issued. The Owner shall dedicate, at no cost to the City, all street rights-of-way, alleys, drainage easements, floodways, and other dedications as required by the City at the time of platting. Owner shall comply with all conditions included in the approval of the project.

**Section 2. Public Improvements.** All public improvements, including streets, utilities, drainage, sidewalks, street lighting, street signage, and all other required improvements, shall be provided by Owner at no cost to City, unless otherwise provided herein, in accordance with the Subdivision Regulations of the City and as approved by the City Engineer or his agent. Such improvements shall be installed within all applicable time frames in accordance with the Subdivision Regulations of the City unless otherwise approved herein. Engineering studies, plan/profile sheets, and other construction document shall be provided for by the Owner at the time of platting, as required by the Subdivision Regulations. Such plans shall be approved by the City Engineer or his agent prior to approval of a Final Plat. Construction of such improvements shall not be initiated until a preconstruction conference has been held regarding the proposed construction.

Construction of all public improvements shall be subject to routine review by the City Engineer or his agent to evaluate conformance with the construction plans and City standards and specifications. However, such review and evaluation shall not relieve the Owner, its engineer or agent, of its obligations for the design, construction and maintenance of the improvements, as set out in this Agreement and other relevant ordinances of the City. Any modification, review or evaluation by the City Engineer shall substantially conform to accepted engineering practices.

The Owner will be responsible for the installation of any required street lighting and for the cost of installation of street name signs. All required street lighting shall be installed and the City shall be reimbursed for the cost of all street name signs prior to final acceptance of any public improvements and the issuance of any Building Permits, unless otherwise provided herein.

Upon completion of the construction of public improvements, as required by this Agreement and the Subdivision Regulations, the Owner shall deliver to the City a reproducible copy of as-built construction plans of the public improvements as constructed or engineered by the Owner.

**Section 3. Thoroughfares.** In conjunction with the platting and development of the hereinabove tract of land, the Owner shall complete the following:

- a. All required rights-of-way within and adjacent to the development as outlined in **Exhibit A** shall be dedicated to the City at the time of platting of Steger Towne Crossing Addition.
- b. Owner shall be responsible for constructing or paying to the City the cost of constructing two lanes of the Ralph M. Hall Parkway from the Lowe's driveway to the easternmost boundary of Lot 9, as shown on said **Exhibit A**, Prior to beginning construction of Steger Towne Crossing

Addition lots 2, 3,4, or 9, as shown on said **Exhibit A**, the owner shall pay 50% of said amount upon platting of any of Lots 3, 4 or 9, or 50% of said amount upon platting of Retail A and B as shown on said **Exhibit A**. The amount for lots 3,4 and 9 may be paid as each lot is developed (16.6% per lot).

- c. Owner agrees that the remaining section of Steger Towne Drive, as shown on **Exhibit A**, will be fully constructed at the time of any additional platting and development of the Steger Towne Crossing Addition beyond what is currently known as "lot 1 Block C" and shown on said exhibit. The City shall not be obligated to approve any platting for said additional development until plans are presented to the City Engineer for construction of the said roadway.
- d. The City shall not be obligated to approve any platting for said additional development until plans for construction of the roadway are submitted to the City Engineer for approval.

#### **Section 4. Utilities.**

- a. Water — All required onsite and offsite water lines and other improvements shall be constructed by the Owner and accepted by the City prior to the issuance of any Building Permit, unless otherwise approved herein.
- b. Sewer — All required onsite and offsite sewer lines and other improvements shall be constructed by the Owner and accepted by the City prior to the issuance of any Building Permit, unless otherwise approved herein.
- c. Drainage —
  - (i) All required onsite and offsite improvements, as outlined in the engineering plans approved by the City, shall be constructed by the Owner and accepted by the City prior to the issuance of any Building Permit, unless otherwise approved herein.
  - (ii) Prior to the issuance of any Building Permit, the Owner and City will execute an agreement for operation and maintenance of the detention pond facility as shown on **Exhibit A**.

**Section 5. Public Facilities to be Provided by the City.** The City makes no guarantee that water supply or wastewater treatment capacity will be available at any

particular time or place, it being fully understood by both parties hereto that the ability of the City to supply water and wastewater services is subject to the City's water and wastewater system capacity. The City shall be the sole judge of the availability of such capacity to supply such water and/or wastewater services, provided, however, that the City will use its best efforts to insure that said water supply and wastewater treatment capacity is available.

**Section 6. Fees to be Paid by the Owner.** The Owner and subsequent subdividers or developers within the development hereby agree to pay the City all required fees, including impact fees, at the time specified in the applicable City ordinances.

**Section 7. Pro rata Costs.** If the City or others construct any portion of the Ralph M. Hall Parkway or Steger Towne Drive, required by this Agreement, the owner shall pay its pro rata share for that portion of the referenced roadways in accordance with Section 3(b) and 3(c) of this agreement. Payment of the said pro rata share shall occur at the time of additional platting or development of the Steger Towne Crossing as shown in **Exhibit A**.

**Section 8. Maintenance.** Prior to final acceptance of any public improvements, the Owner shall furnish to the City a good and sufficient maintenance bond in the amount of ten percent (10%) of the contract price of such improvements, or in such amount as approved by the City, to indemnify the City for a period of one (1) year from the date of final acceptance of such improvements, against any repairs which may become necessary to any part of the construction work, performed in connection with the subdivision and/or development, arising from defective workmanship or materials used therein.

**Section 9. Waiver.** The Owner expressly acknowledges that by entering into this Agreement, the Owner, its successors, assigns, vendors, grantees, and/or trustees, shall never construe this Agreement as waiving any of the requirements of the Zoning Ordinance or Subdivision Regulations or any other ordinance of the City, except as herein agreed upon.

**Section 10. Hold Harmless.** The Owner, its successors, assigns, vendors, grantees, and/or trustees do hereby agree to fully release, indemnify, and hold harmless the City from all claims, suits, judgments, and demands which have accrued or which may accrue because of such development.

**Section 11. Default.** In the event the Owner fails to comply with any of the provisions of this Agreement, the City shall be authorized to cease issuance of any further Certificates of Occupancy or Building Permits in the Steger Towne Addition, and the City shall be further authorized to file this instrument in the Mechanic's Lien



records of Rockwall County as a Mechanic'S Lien against the subdivision; and in the alternative, the City shall be authorized to levy an assessment against the subdivision for public improvements to be held as a tax lien against the property by the City.

**Section 12. Parties Bound.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

**Section 13. Governing Law.** This Agreement shall be governed by and construed in accordance with the Laws of the State of Texas. Venue shall be in Rockwall County, Texas.

**Section 14. Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**Section 15. Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the City and Owner. This Agreement may only be changed or modified with the written consent of the Owner and of the governing City Council of the City. Such modification may be requested by either party, but shall not, in any event, be effective unless and until approved by the City Council of the City.

**Section 16. Covenant Running with the Land.** This Agreement shall be considered as a covenant running with the land and shall be binding upon Owner, its successors and assigns, and shall be filed of record, in conjunction with the final plat, in the Plat Records, Rockwall County, Texas.

**Section 17. Termination and Release.** Upon the satisfactory completion by the Owner and final acceptance by the City of all requirements of this Agreement, this Agreement shall terminate and the City will execute a release of covenant to the Owner, its assigns, successors, grantees, trustees and/or representatives and the City shall file said release in the Rockwall County Deed Records.

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative as of the date hereinabove first mentioned.

**CITY OF ROCKWALL, TEXAS**

ATTEST:

\_\_\_\_\_  
City Secretary

By: \_\_\_\_\_

Julie Couch, City Manager

**740/3097 LIMITED PARTNERSHIP**

By: \_\_\_\_\_

O. L. Steger III

**ACKNOWLEDGMENTS**

**STATE OF TEXAS           §**  
**COUNTY OF ROCKWALL       §**

**BEFORE ME**, the undersigned notary public, on this \_\_\_\_\_ day of \_\_\_\_\_, 1997, personally appeared Julie Couch, City Manager of the City of Rockwall, known to me to be the identical person who signed the within and foregoing document, and stated that she signed the same as her free and voluntary act and deed, and the free and voluntary act and deed of the City of Rockwall.

**WITNESS MY HAND AND SEAL** the day and year first above written.

MY COMMISSION EXPIRES:

\_\_\_\_\_  
Notary Public, State of Texas  
Printed name: \_\_\_\_\_

\_\_\_\_\_  
( S E A L )

**STATE OF TEXAS           §**  
**COUNTY OF ROCKWALL       §**

**BEFORE ME**, the undersigned notary public, on this \_\_\_\_\_ day of \_\_\_\_\_, 1997, personally appeared O. L. Steger III, known to me to be the identical person who signed the within and foregoing document, and stated that he signed the same as his free and voluntary act and deed, and the free and voluntary act and deed of 740/3097 Limited Partnership.

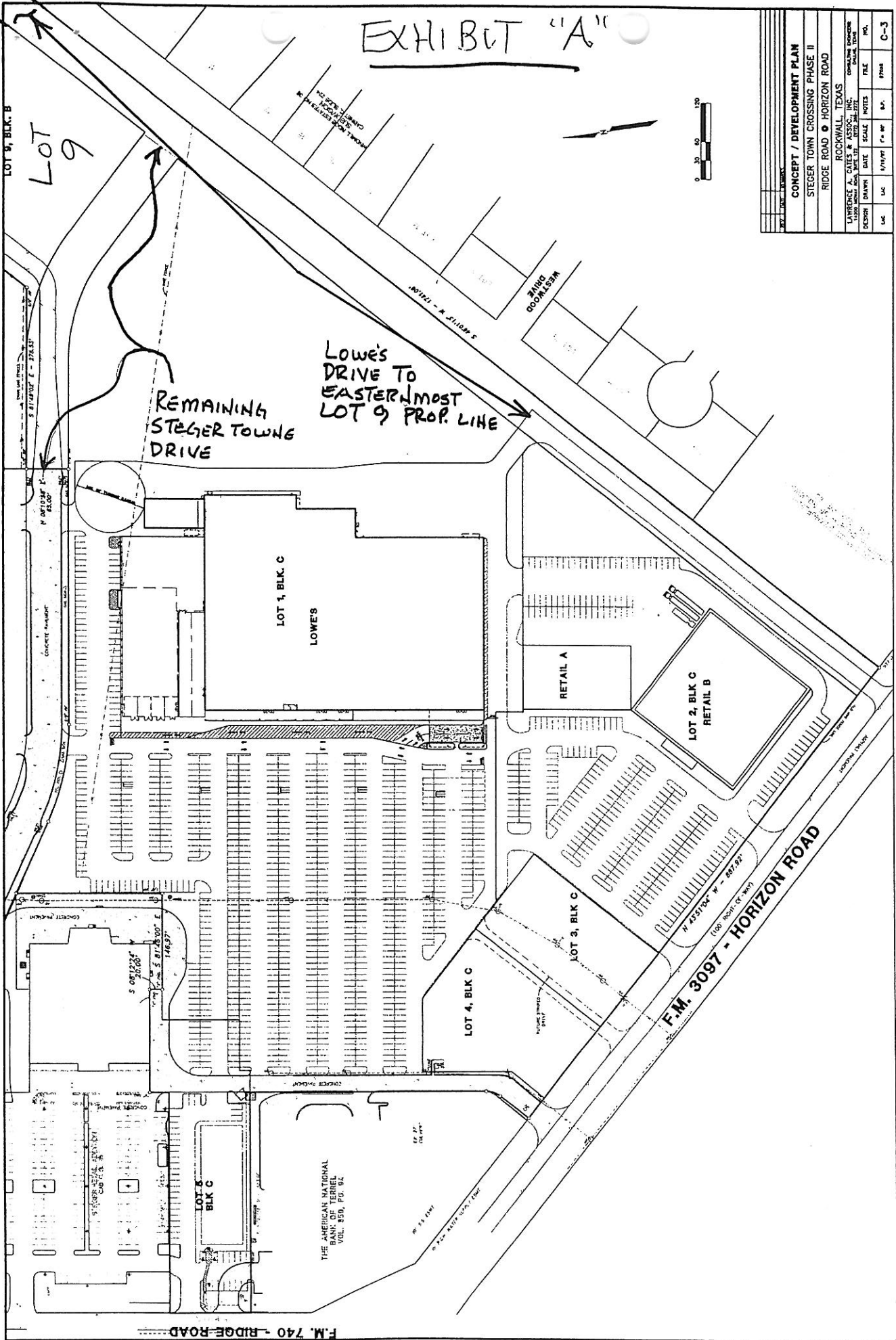
**WITNESS MY HAND AND SEAL** the day and year first above written.

MY COMMISSION EXPIRES:

\_\_\_\_\_  
Notary Public, State of Texas  
Printed name: \_\_\_\_\_

\_\_\_\_\_  
( S E A L )

EXHIBIT "A"

[illegible]



LOWE'S  
FILE

DeShazo, Tang & Associates, Inc.

Engineers • Planners  
400 S. Houston St., Suite 330  
Dallas, Texas 75202



August 12, 1997

Mr. Bill Crolley  
Director of Community Development  
City of Rockwall  
205 W. Rusk Street  
Rockwall, Texas

Re: Stegar Towne Crossing Phase 2  
Alignment of Driveway at Future Four Lane Divided Roadway.  
DT&A Job Number 97084.00

Dear Bill:

The purpose of this correspondence is to provide an opinion on the proposed alignment of the Stegar Towne Crossing Phase 2 driveway at the future four lane divided roadway adjacent to the subject site's eastern boundary

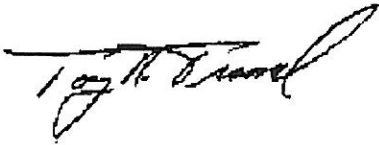
The current proposed driveway is offset from Westwood Drive by approximately 125 feet. This configuration creates two T-type future intersections with the future four lane divided roadway shown on the plan. These two locations are also offset in such a manner that future left turns from the four lane divided roadway will not encroach upon each other. The proposed alignment creates two intersections offset in a complementary rather than a competing alignment. Additionally, the proposed alignment adheres to good planning principles. These principles prescribe a minimum distance of 125' from roadway/driveway centerlines.

The alternative to realign the proposed driveway from Stegar Towne crossing with the existing alignment of Westwood Drive could enhance traffic operations if the subject intersection was contemplated to becoming signalized. The probability of this occurring, however, is unlikely considering the physical configuration of the existing conditions. The more likely future signalized locations would obviously occur north and/or south of these two locations at FM 3097 (Horizon Road) and/or at the public road which bisects Stegar Town Centre. Typically, traffic signals are

installed at spacings of no less than 1,250' (a quarter of mile,) apart and ideally are spaced at distances greater than one half mile intervals.

The proposed offset alignment of the proposed driveway is consistent with acceptable traffic engineering and planning principles in an urban environment. DeShazo, Tang & Associates staff will be available for the Monday, August 18, 1997 meeting and can address this issue further if necessary. Please feel free to contact me at 214-747-6336 ext. 28 if you have questions concerning this matter.

DeShazo, Tang & Associates, Inc.

A handwritten signature in black ink, appearing to read "Tony R. Tramel". The signature is fluid and cursive, with a long horizontal stroke at the beginning.

Tony R. Tramel, P.E.  
Vice President

cc: John DeShazo, P.E.



1. Spoke with manager, gave him a copy of the Landscaping ord, need to look at a few trees to see if needing replacement 3-28-01

2. 11-12-01 SPOKE WITH ROB & INFORMED HIM OF DEAD TREES & MISSING SHRUBBED. PROVIDED ROB WITH MARKED OF LANDSCAPE PLAN

3. 11-21-01 Verified with Rob that he had plans... Told him we would follow up in 30 days, said he has not had a chance to replace yet,



Micki Rose

2205 Inwood Trail

Lowlett, TX 75088

facilities Agreement  
approved 8-25-97

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**MR BRANT STACEY  
LOWES HOME IMROVEMENT  
901 STEGER TOWNE DRIVE  
ROCKWALL TX 75032**

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature ☐ Agent  
X *Stacy* ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type  
☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

7001 1140 0002 9809 7364

PS Form 3811, March 2001

Domestic Return Receipt

102595-01-M-1424

**U.S. Postal Service  
CERTIFIED MAIL RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)**

OFFICIAL USE  
ROCKWALL, TX 75032

Postage	\$ 0.37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 4.42</b>

UNIT ID: 0087

Postmark Here  
Clerk: K98102  
08/06/02  
ROCKWALL, TX

**Sent To**  
**MR BRANT STACEY**  
**LOWES HOME IMROVEMENT**  
**901 STEGER TOWNE DRIVE**  
**ROCKWALL TX 75032**

PS Form 3811

ons















**GARDEN  
CENTER**



































