



CASE COVER SHEET

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

PLANNING & ZONING CASE NO.

PLANNING & ZONING FEE

PLATTING APPLICATION

MASTER PLAT
PRELIMINARY PLAT
FINAL PLAT
REPLAT
AMENDING OR MINOR PLAT
PLAT REINSTATEMENT REQUEST

SITE PLAN APPLICATION

SITE PLAN
AMENDED SITE PLAN/ELEVATIONS/LANDSCAPING

ZONING APPLICATION

ZONING CHANGE
SPECIFIC USE PERMIT
PD DEVELOPMENT PLAN

OTHER APPLICATION

TREE REMOVAL
VARIANCE REQUEST/SPECIAL EXCEPTIONS

RECORD OF RECOMMENDATIONS, VOTING RECORDS, AND CONDITIONS OF APPROVAL

ARCHITECTURE REVIEW BOARD

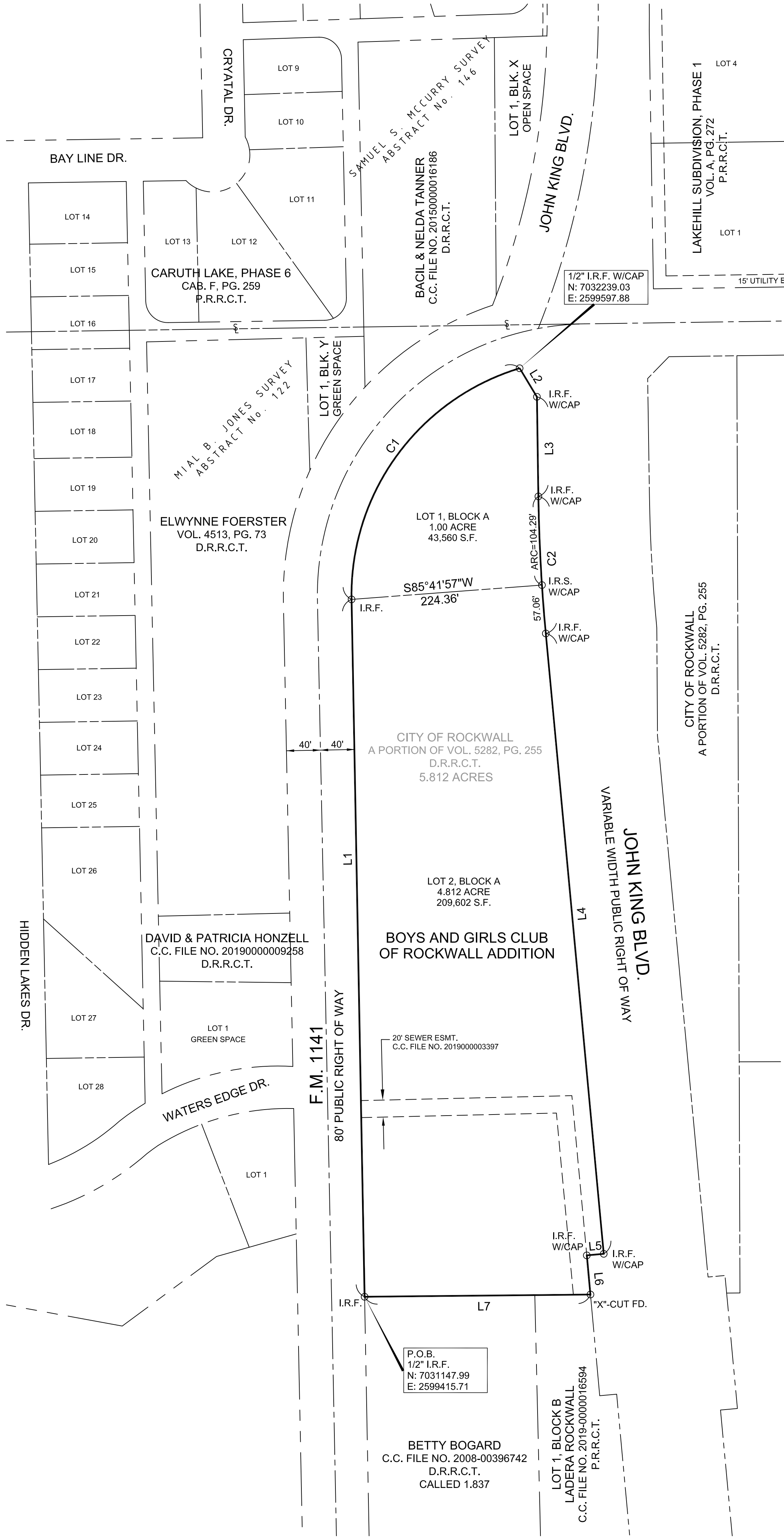
PLANNING AND ZONING COMMISSION

CITY COUNCIL READING #1

CITY COUNCIL READING #2

CONDITIONS OF APPROVAL

NOTES



STATE OF TEXAS
COUNTY OF ROCKWALL

WHEREAS CITY OF ROCKWALL, BEING THE OWNER OF A TRACT OF land in the County of Rockwall, State of Texas, said tract being described as follows:

Being a 5.812 acre tract of land in the Mial B. Jones Survey, Abstract No. 122, City of Rockwall, Rockwall County, Texas, being a portion of a called 10.942 acre tract, described in deed to the City of Rockwall, recorded in County Clerk Number 2007-00389123, Deed Records of Rockwall County, Texas, being that portion of said deed lying west of John King Boulevard, a variable width public right of way, more particularly described as follows;

Beginning at a found one half inch iron rod being the southwest corner of said City of Rockwall tract, being the northwest corner of a called 1.837 acre tract, deeded to Betty Bogard, recorded in County Clerk Number 2008-00396742, Deed Records of Rockwall County, Texas, being on the east right of way line of FM 1141, a 80 foot wide public right of way;

THENCE North 01°04'21" West along said right of way line for a distance of 819.58 feet to a found one half inch iron rod, being the beginning of a tangent curve to the right;

THENCE northeasterly along said curve to the right with a radius of 278.39 feet, a central angle of 74°11'35", a chord bearing of North 36°01'27" East, a chord distance of 335.83 feet for an arc length of 360.49 feet to a found one half inch iron rod with cap "BW2";

THENCE South 31°09'51" East for a distance of 39.22 feet to a found one half inch iron rod with cap "BW2", being on the west right of way line of John King Boulevard, a variable width public right of way;

THENCE South 00°50'54" East along said right of way line for a distance of 117.04 feet to a found one half inch iron rod with cap "BW2", being on the beginning of a curve to the left;

THENCE southeasterly along said curve to the left, with a radius of 2,060.00 feet, a central angle of 4°29'16", a chord bearing of South 03°05'37" East, a chord distance of 161.31 feet, for an arc length of 161.35 feet to a found one half inch iron rod with cap "BW2";

THENCE South 05°20'14" East along said right of way line for a distance of 732.10 feet to a found one half inch iron rod with cap "BW2";

THENCE South 84°39'46" West along said right of way line for a distance of 20.00 feet to a found one half inch iron rod with cap "BW2";

THENCE South 05°20'14" East along said right of way line for a distance of 46.17 feet to a found "X" cut, being the southeast corner of said City of Rockwall tract, being the northeast corner of Lot 1, Block B of the Final Plat of Ladera Rockwall, recorded in County Clerk File No. 2019-0000016594, Plat Records of Rockwall County, Texas;

THENCE South 89°26'01" West along said common line for a distance of 265.40 feet to the Point of Beginning; CONTAINING 5.812 acres or 253,162 square feet of land more or less.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That I, Raul Dominguez Reyes, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my supervision in accordance with the platting rules and regulations of the City of Rockwall, Texas.

Raul Dominguez Reyes
Registered Professional Land Surveyor No. 5390

STATE OF TEXAS:
COUNTY OF: ROCKWALL

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Raul Dominguez Reyes, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC in and for the STATE OF TEXAS

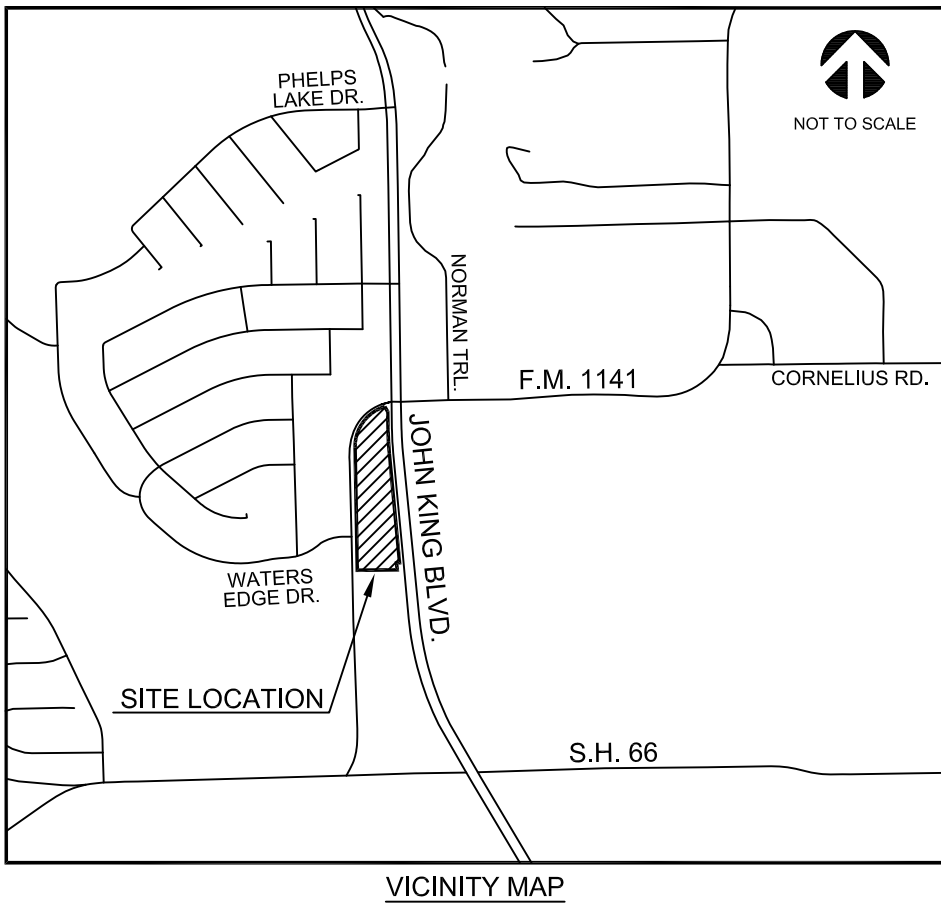
APPROVED:

I hereby certify that the above and foregoing plat of an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the _____ day of _____, 2022.

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

WITNESS OUR HANDS, this _____ day of _____, 2022.

Mayor, City of Rockwall City Secretary City Engineer



LEGEND:

P.O.B. = POINT OF BEGINNING

ESMT. = EASEMENT

I.R.F. = IRON ROD FOUND

I.R.S. = IRON ROD SET

P.R.R.C.T. = PLAT RECORDS ROCKWALL COUNTY TEXAS

D.R.R.C.T. = DEED RECORDS ROCKWALL COUNTY TEXAS

PARCEL CURVE DATA					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	BEARING
C1	360.49'	278.39'	74°11'35"	335.83'	N36°01'27"E
C2	161.35'	2060.00'	4°29'16"	161.31'	S03°05'37"E

STATE OF TEXAS
COUNTY OF ROCKWALL

WE the undersigned owners of the land shown on this plat, and designated herein as the FINAL PLAT BOYS AND GIRLS CLUB OF ROCKWALL ADDITION, LOT 1 AND LOT 2, BLOCK A to the City of Rockwall, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. We further certify that all other parties who have a mortgage or lien interest in the BOYS AND GIRLS CLUB OF ROCKWALL, LOT 1 AND LOT, BLOCK A have been notified and signed this plat.

We understand and do hereby reserve the easement strips shown on this plat for the purposes stated and for the mutual use and accommodation of all utilities desiring to use or using same. We also understand the following;

1. No buildings shall be constructed or placed upon, over, or across the utility easements as described herein.
2. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of their respective system on any of these easement strips; and any public utility shall at all times have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone.
3. The City of Rockwall will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in the subdivision.
4. The developer and subdivision engineer shall bear total responsibility for storm drain improvements.
5. The developer shall be responsible for the necessary facilities to provide drainage patterns and drainage controls such that properties within the drainage area are not adversely affected by storm drainage from the development.
6. No house dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until the developer and/or owner has complied with all requirements of the Subdivision Regulations of the City of Rockwall regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets with the required base and paving, curb and gutter, water and sewer, drainage structures, storm structures, storm sewers, and alleys, all according to the specifications of the City of Rockwall; or

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

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

CITY OF ROCKWALL

BY: _____

STATE OF TEXAS:
COUNTY OF: ROCKWALL

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Raul Dominguez Reyes, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC in and for the STATE OF TEXAS

General Notes:

1) It shall be the policy of the City of Rockwall to withhold issuing building permits until all streets, water, sewer and storm drainage systems have been accepted by the City. The approval of a plat by the City does not constitute any representation, assurance or guarantee that any building within such plat shall be approved, authorized or permit therefore issued, nor shall such approval constitute any representation, assurance or guarantee by the City of the adequacy and availability for water for personal use and fire protection within such plat, as required under Ordinance 83-54.

2) Property owner shall be responsible for maintaining, repairing, and replacing all systems within the drainage and detention easements

3) Bearings and coordinates shown are based on Texas State Plane Coordinate System, North Central Zone, (4202), North American Datum of 1983on grid coordinate values, no scale, no projection.

4) The surveyor has made no investigations or independent search for easements, encumbrances, or any other facts that an accurate and current title search may disclose.

PRELIMINARY REVIEW ONLY

CITY PROJECT NUMBER: ---
FINAL PLAT
LOT 1 AND LOT 2, BLOCK A
BOYS AND GIRLS CLUB OF ROCKWALL ADDITION
AN ADDITION TO THE CITY OF ROCKWALL
ROCKWALL COUNTY, TEXAS
BEING 253,162 S.F. OR 5.812 ACRES OF LAND
SITUATED IN THE
MIAL B. JONES SURVEY, ABSTRACT NO. 122

OWNER/APPLICANT

CITY OF ROCKWALL PLANNING AND ZONING DEPARTMENT
385 S. GOLIAD STREET
ROCKWALL, TEXAS 75087
CONTACT: RYAN C. MILLER, AICP
972-772-6441

SURVEYOR/ENGINEER

SPI
SCHAUMBURG & POLK, INC.

1919 S. Shiloh Road
Suite 500, L.B. 27
Garland, Texas 75042
RUDY REYES, R.P.L.S.
(972) 864-8200 (T) (972) 864-8220 (F)
Firm Registration No. 1002200

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

This **CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT** (hereinafter referred to as the *Agreement*) is entered into by and between the **CITY OF ROCKWALL, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the *City*) and **SARO PARTNERS, LLC** [a Texas limited liability company], (hereinafter referred to as the *Developer*). The *City* and *Developer* are collectively referred to in this *Agreement* as the *Parties*.

WHEREAS, the *City* owns approximately 4.18-acre tract of land (i.e. *Tract 9 of the M. B. Jones Survey, Abstract No. 122*) -- depicted in Exhibit 'A' attached hereto and incorporated herein for all purposes (the *City's Property*), which is part of a larger portion of a 5.702-acre tract of land in the City of Rockwall located at the southwest corner of John King Boulevard and FM-1141; and

WHEREAS, the *Developer* owns approximately 5.07-acre tract of land (i.e. *Tract 2-06 of the D. Harr Survey, Abstract No. 102*) -- depicted in Exhibit 'B' attached hereto and incorporated herein for all purposes (the *Developer's Property*), which is in the City of Rockwall at the southeast corner of Airport Road and John King Boulevard; and

WHEREAS, the *Developer's Property* is located in the Airport Runway Protection Zone of the Ralph Hall Municipal Airport, which limits the type of development that can be developed on the *Developer's Property*, including the development of an assembly type land use (i.e. *the Boys and Girls Club*); and

WHEREAS, the *Developer* has offered to exchange the *Developer's Property* for the *City's Property* in order to allow for the development of a Boys and Girls Club facility (the *Project*) based on the agreed to terms of an executed **CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT** between the *City* and the *Developer*; and

WHEREAS, the *City* has determined that the development of the *Project* will be a benefit to the *City* and will promote economic development in the area; and

WHEREAS, in accordance with Section 52-a, *Programs and Loans or Grants of Public Money for Economic Development*, of Article 3, *Legislative Department*, of the Texas Constitution and Section 380.001 of the Texas Local Government Code, the *City* has established a program to provide for the administration of programs to promote state or local economic development and to stimulate business and commercial activity in the *City*; and

WHEREAS, to ensure that the benefits the *City* provides under this *Agreement* are utilized in a manner consistent with Section 52-a, *Programs and Loans or Grants of Public Money for Economic Development*, of Article 3, *Legislative Department*, of the Texas Constitution and Chapter 380, *Miscellaneous Provisions Relating to Municipal Planning and Development*, of the Texas Local Government Code, the *Developer* has agreed, to receive such benefits, to cooperate with the *City* in the design and construction of certain public improvements; and

WHEREAS, the *City* acknowledges that the provisions of this *Agreement* substantially advance a legitimate interest of the *City* by providing public infrastructure, expanding the tax base of the *City* and promoting economic development.

NOW, THEREFORE, for and in consideration of the above recitals and the terms and conditions set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the *City* and the *Developer* hereby agree as follows:

(1) PROJECT.

(A) Jurisdiction. The design, specifications and ordinances for the *Project* applicable in the City of Rockwall shall apply to the *Project*, except where the City of Rockwall City Council concurs in writing the application of differing requirements and specifications.

(B) Property for the Project. The *City Property* for the *Project* consists of a 4.18-acre tract of land (i.e. *Tract 9 of the M. B. Jones Survey, Abstract No. 122*) -- depicted in Exhibit A attached hereto and incorporated herein for all purposes,

which is part of a larger portion of a 5.702-acre tract of land in the City of Rockwall located at the southwest corner of John King Boulevard and FM-1141.

(C) Conditions Precedent. This *Agreement* and the *Developer's* obligation to execute the *Project* are subject to the following conditions:

- (I) The *City* will initiate zoning procedures to rezone the *City's Property* from an Agricultural (AG) District to a Commercial (C) District. This zoning change would be in accordance with the *City's Future Land Use Map* contained in the *OURHometown Vision 2040 Comprehensive Plan*, and would allow the requested land uses (*i.e. a Daycare with Seven [7] or More Children/Office*) needed for the *Project*.
- (II) Upon the zoning being approved on the *City's Property*, the *City* and *Developer* will legally document the exchange of the *City's Property* for the *Developer's Property*. This exchange of property will secure a portion of the Airport Runway Protection Zone of the Ralph Hall Municipal Airport.
- (III) Once the *Developer* is in possession and has acquired ownership of the *City's Property*, the Boys and Girls Club will have 36-months from the date of the exchange of property to begin developing the *City's Property* with the *Project*. Once the *Project* has commenced, *Developer* shall have 24-months to complete the *Project*.

(D) Return of City Property. Should the *Project* fail to commence within 36-months from the date the exchange of the property or if the *Parties* do not extend the term to commence the *Project*, the *Developer* will reconvey the *City's Property* back to the City of Rockwall at no cost to the *City* and the *City* will reconvey the *Developer's Property* back to the *City* at no cost to the *Developer*. If the *City* returns the *Property* to *Developer*, *Developer* must comply with the regulations of the Airport Runway Protection Zone on any future development of the returned *Developer's Property*.

(E) Plans and Approvals. The *Developer* shall be responsible for pursuing and obtaining the necessary plats, site plan approvals and all other approvals and permits required from the *City* which are necessary for construction of the improvements for the development for the *Project* as well as all occupancy and use permits required to allow the development and occupancy of the *Project*.

(F) Construction. If sufficient funds are raised to proceed with the *Project*, the *Developer* shall require its construction contractor(s) to construct the *Project* in a good and workmanlike manner and in substantial accordance with the approved plans and specifications and shall diligently pursue the construction of the *Project* until it is completed. The *City* shall have the right to inspect the *Project* to confirm compliance with the approved plans and specifications and applicable *City* codes.

(2) DEFAULT.

(A) Notice and Opportunity to Cure. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of 30-days after receipt by such party of notice of default from the other party. Upon the passage of 30-days without cure of the default, such party shall be deemed to have defaulted for purposes of this *Agreement*, unless such party has commenced to cure such default and is prosecuting the same with reasonable diligence. Notwithstanding the foregoing, commencement of cure, with reasonable diligence, shall only prevent a party from being in default for 60-days after notice was received and a cure had not been achieved unless the non-defaulting party agrees to allow the defaulting party additional time to cure the default.

(B) Remedies. In the event of a default not cured within the time period set forth herein, the non-defaulting party may, as its sole and exclusive remedy, terminate this *Agreement* or seek injunctive relief of other equitable relief, including, without limitation, specific performance, to enforce the terms of this *Agreement*. Notwithstanding the foregoing, if injunctive or other equitable relief is barred by governmental immunity, then the *Developer* may pursue all other legal and equitable remedies that are not barred by governmental immunity; however, in no event shall a non-defaulting party be entitled to an award of damages or any other monetary relief. The foregoing remedies shall not be applicable to the facts set forth in Section (1)(D) above and the remedy set forth in such Section shall be the exclusive remedy of the *City* and the *Developer* for the facts set forth in that Section.

- (C) Attorney's Fees. In the event that the *Developer* and the *City* fail to resolve a dispute and become involved in litigation with regard to breach of or dispute arising out of this *Agreement*, the prevailing *Party* shall be entitled to be paid its reasonable attorneys' fees and court costs.

(3) DISPUTE RESOLUTION.

- (A) If a dispute arises out of or relates to this *Agreement* or the breach thereof, the *Parties* shall first in good faith seek to resolve the dispute through negotiation between the upper management of each respective *Party*. If such dispute cannot be settled through negotiation, the *Parties* agree to try in good faith to settle the dispute by mediation under the *Commercial Mediation Rules of the American Arbitration Association*, Dallas, Texas, before resorting to litigation, or some other dispute resolution procedure; provided that a *Party* may not invoke mediation unless it has provided the other *Party* with written notice of the dispute and has attempted in good faith to resolve such dispute through negotiation. Notwithstanding the foregoing, any *Party* may seek immediate equitable relief, without attempting to settle a dispute through mediation, in any case where such *Party* is entitled to equitable relief by law, the terms of the *Agreement*, or otherwise. All costs of negotiation, mediation, and arbitration collectively known as Alternate Dispute Resolution (ADR) shall be assessed equally between the *City* and *Developer* with each party bearing their own costs for attorneys' fees, experts, and other costs of ADR and any ensuing litigation.

(4) GENERAL PROVISIONS.

- (A) INDEMNIFICATION. THE *DEVELOPER* AGREES TO DEFEND, INDEMNIFY AND HOLD THE *CITY* AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY THE *CITY*) HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, DEMANDS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES AND ANY CAUSE OF ACTION OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE *CITY* DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO *DEVELOPER'S* ACTIVITIES UNDER THIS *AGREEMENT*, INCLUDING ANY ACTS OR OMISSIONS OF *DEVELOPER'S* AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR CONTRACTOR OF THE *DEVELOPER*, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS *AGREEMENT*. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE *CITY*, ITS OFFICERS OR EMPLOYEES, IN INSTANCES WHERE SUCH NEGLIGENCE IS THE SOLE CAUSE OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE.
- (B) THE PROVISIONS OF THE ABOVE SECTIONS ARE SOLELY FOR THE BENEFIT OF THE *PARTIES* HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT BEING THE INTENTION OF THE *PARTIES* THAT THE *DEVELOPER* SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY AMOUNTS PAID TO THE *DEVELOPER* HEREIN THAT INCLUDES CITY SALES TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WAS ERRONEOUSLY PAID, DISTRIBUTED OR ALLOCATED TO THE *CITY*.
- (C) Mutual Assistance. The *City* and the *Developer* will do all things and execute all documents reasonably necessary or appropriate to carry out the terms and provisions of this *Agreement* and to aid and assist each other in carrying out such terms and provisions.
- (D) Inconsistencies. Where any inconsistency exists between this *Agreement* and other provisions of subsequent collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this *Agreement* shall control.
- (E) Rule of Construction. The *Parties* hereto acknowledge that each party and its legal counsel have reviewed and revised this *Agreement*, and the *Parties* hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this *Agreement* or any amendments hereto.

(F) Independent Contractors and Immunity.

- (I) It is expressly understood and agreed by all *Parties* hereto that in performing their services hereunder, the *Developer* at no time will be acting as an agent of the *City* and that all consultants or contractors engaged by the *Developer* respectively will be independent contractors of the *Developer*; and nothing contained in this *Agreement* is intended by the *Parties* to create a partnership or joint venture between the *Parties* and any implication to the contrary is hereby expressly disavowed. The *Parties* hereto understand and agree that the *City* will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by the *Developer* respectively under this *Agreement*, unless any such claims are due to the fault of the *City*.
 - (II) By entering into this *Agreement*, the *Parties* do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign or official immunity by the *City* with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.
 - (III) No employee of the *City*, or any councilmember or agent of the *City*, shall be personally responsible for any liability arising under or growing out of this *Agreement*.
- (G) Invalidity. If any provision of this *Agreement* is held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. The *Parties* shall use their best efforts to replace the respective provision or provisions of this *Agreement* with legal terms and conditions approximating the original intent of the *Parties*.
- (H) Written Notice. All notices from one party to the other must be in writing and are effective upon receipt when mailed to or hand delivered as follows:

CITY: City of Rockwall
Attention: Mary Smith, *City Manager*
385 S Goliad Street
Rockwall, Texas 75087

CITY CC: Davidson Troilo Ream & Garza
Attention: Frank Garza, *City Attorney*
601 NW Loop 410 Suite 100
San Antonio, Texas 78216

DEVELOPER: Saro Partners, LLC
Attention: Shawn Valk
1450 T. L. Townsend Drive, Suite 100
Rockwall, Texas 75087

DEVELOPER CC: Holmes Firm PC
Attention: Ronald L. Holmes
14241 Dallas Parkway, Suite 800
Dallas, Texas 75254

NOTE: Either party may change its business address by providing at least 30 calendar days written notice to the other party of such change.

- (I) Entire Agreement. It is understood that this *Agreement* and the *Exhibits* contain the entire agreement between the *Parties* and supersedes any and all prior agreements, arrangements, statements, promises, inducements, or understandings, whether oral or written, between the *Parties* relating to the subject matter. This *Agreement* cannot be

changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this *Agreement*, shall affect or modify any of the terms or obligations hereunder.

- (J) Amendment. No amendment to this *Agreement* shall be effective and binding unless and until it is reduced to writing, approved by the City Council, and signed by duly authorized representatives of both *Parties*.
- (K) Choice of Law and Forum Selection. This *Agreement* shall be governed, enforced and construed in accordance with laws of the State of Texas. Any and all contested matters arising out of this *Agreement* in any way shall be brought in the courts of Rockwall County, Texas, United States of America.
- (L) Authority. The *Developer* hereby certifies, represents, and warrants that the execution of this *Agreement* is duly authorized and adopted in conformity with its governing documents. The *City* hereby certifies, represents, and warrants that the execution of this *Agreement* is duly authorized and adopted in conformity with the *City* charter and ordinances. The *City's* execution of this *Agreement* is authorized by Chapter 380, *Miscellaneous Provisions Relating to Municipal Planning and Development*, of the Texas Local Government Code and constitutes a valid and binding obligation of the *City*. The *City* acknowledges that the *Developer* is acting in reliance upon the *City's* performance of its obligations under this *Agreement* in making the decision to commit substantial resources and money to the construction of the *Project*.
- (M) Assignment. The *Developer's* rights and obligations under this *Agreement* may be assigned by the *Developer* provided such assignment receives prior written approval of the City Council of the City of Rockwall, not to be unreasonably withheld, conditioned, delayed, or denied. Notwithstanding the foregoing, the *Developer* may, without the *City's* approval, assign any credits accruing to the *Developer* under this *Agreement*.
- (N) Waiver. Failure of either party, at any time, to enforce a provision of this *Agreement* shall in no way constitute a waiver of that provision nor in any way affect the validity of this *Agreement*, any part hereof, or the right of the *City* or the *Developer* thereafter to enforce each and every provision hereof. No term of this *Agreement* shall be deemed waived unless the waiver is in writing and signed by the party claimed to have waived such term. Furthermore, any consent to or waiver of a breach will not constitute consent to, waiver of, or excuse of any other different or subsequent breach.
- (O) Force Majeure. If performance of this *Agreement* or any obligation under this *Agreement* is prevented, restricted, or interfered with by causes beyond either party's reasonable control (*Force Majeure*), then the obligations of the party invoking this provision will be suspended to the extent necessary by such event. Events constituting *Force Majeure* include without limitation: acts of God, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or similar occurrence, orders or acts of military or civil authority, national emergencies, insurrections, riots, wars, strikes, lock-outs, or work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents or affiliates.
- (P) Agreement Acknowledged. The *Parties* acknowledge that they have read, understand and intend to be bound by the terms and conditions of this *Agreement*.
- (Q) Multiple Originals. This *Agreement* may be executed in multiple originals.
- (R) Construction. This *Agreement* shall be construed without the aid of any canon or rule of law requiring interpretation against the party drafting or causing the drafting of this *Agreement* or the portions of this *Agreement* in question.
- (S) Incorporation of Recitals. Any recitals in this *Agreement* are represented by the *Parties* to be accurate and constitute a part of the *Agreement*.
- (T) Effective Date. The effective date of this *Agreement* is the last signature date below (the *Effective Date*).

[SIGNATURE PAGES TO FOLLOW]

EXECUTED as of the dates indicated below in multiple originals:

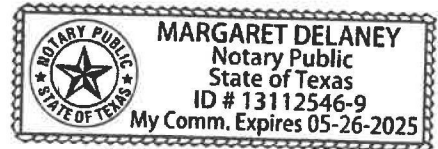
CITY:

CITY OF ROCKWALL, TEXAS,
a Texas home-rule municipality

By: Mary Smith
Name: Mary Smith
Title: City Manager
Date: 3/8/2022

ATTEST:

By: Kristy Cole
Name: Kristy Cole
Title: City Secretary
Date: 03/08/2022



STATE OF TEXAS
COUNTY OF ROCKWALL

This instrument was acknowledged before me on the 8th day of March, 2022, by Mary Smith, the City Manager of the City of Rockwall, a Texas municipal Corporation on behalf of such municipality.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 8th DAY OF March, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS: Margaret Delaney

MY COMMISSION EXPIRES: 05-26-2025

DEVELOPER:

SARO PARTNERS, LLC,
a Texas limited liability company
By: Shawn Valk
Name: Shawn Valk, Manager
Date: 2-2-2022

STATE OF TEXAS
COUNTY OF ROCKWALL

BEFORE ME, above signed authority, on this day personally appeared, *Shawn Valk*, the owner of the *Developer's Property*, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the foregoing *Agreement* for the purposes and consideration therein expressed, in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 2 DAY OF March, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS: Annalyse Olson

MY COMMISSION EXPIRES: May 7, 2023

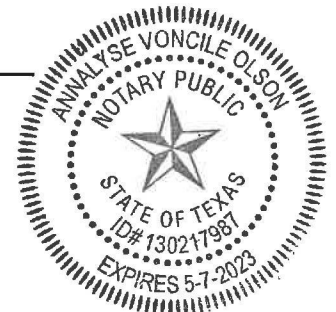
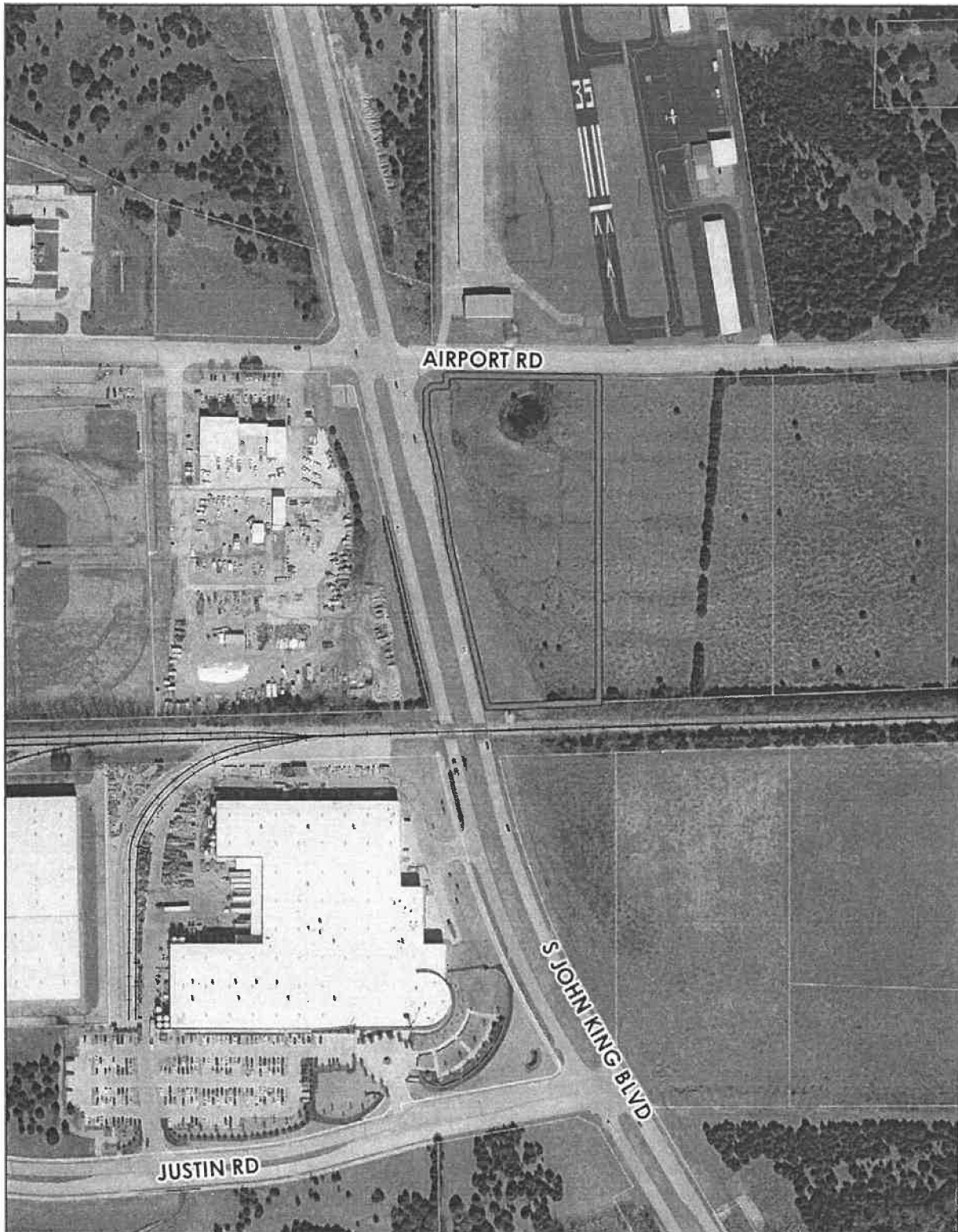


EXHIBIT 'A':
MAP OF THE CITY'S PROPERTY



EXHIBIT 'B':
MAP OF THE DEVELOPER'S PROPERTY



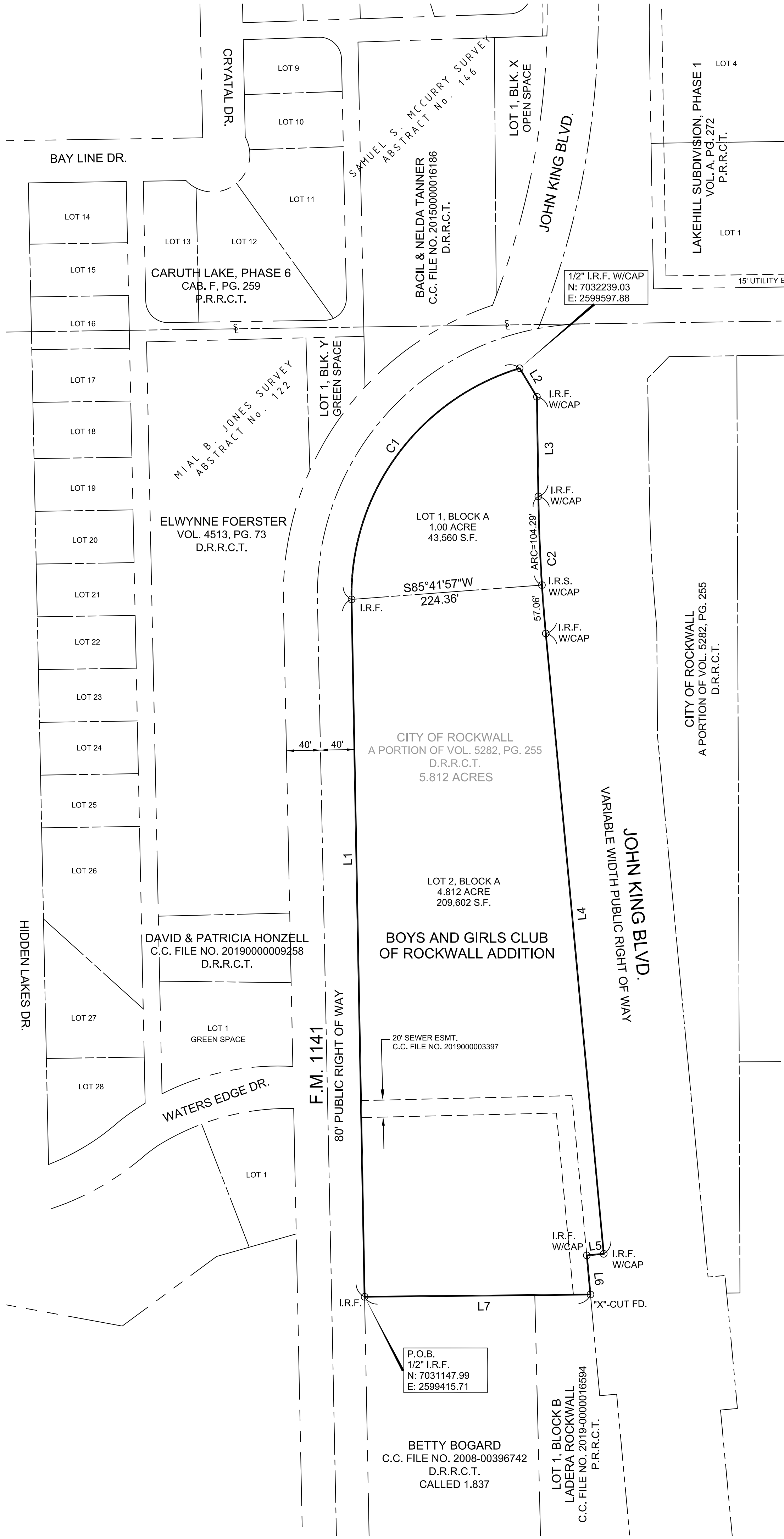
Filed and Recorded
Official Public Records
Jennifer Fogg, County Clerk
Rockwall County, Texas
03/08/2022 11:59:38 AM
\$58.00
20220000005160



Jennifer Fogg



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



STATE OF TEXAS
COUNTY OF ROCKWALL

WHEREAS CITY OF ROCKWALL, BEING THE OWNER OF A TRACT OF land in the County of Rockwall, State of Texas, said tract being described as follows:

Being a 5.812 acre tract of land in the Mial B. Jones Survey, Abstract No. 122, City of Rockwall, Rockwall County, Texas, being a portion of a called 10.942 acre tract, described in deed to the City of Rockwall, recorded in County Clerk Number 2007-00389123, Deed Records of Rockwall County, Texas, being that portion of said deed lying west of John King Boulevard, a variable width public right of way, more particularly described as follows:

Beginning at a found one half inch iron rod being the southwest corner of said City of Rockwall tract, being the northwest corner of a called 1.837 acre tract, deeded to Betty Bogard, recorded in County Clerk Number 2008-00396742, Deed Records of Rockwall County, Texas, being on the east right of way line of FM 1141, a 80 foot wide public right of way;

THENCE North 01°04'21" West along said right of way line for a distance of 819.58 feet to a found one half inch iron rod, being the beginning of a tangent curve to the right;

THENCE northeasterly along said curve to the right with a radius of 278.39 feet, a central angle of 74°11'35", a chord bearing of North 36°01'27" East, a chord distance of 335.83 feet for an arc length of 360.49 feet to a found one half inch iron rod with cap "BW2";

THENCE South 31°09'51" East for a distance of 39.22 feet to a found one half inch iron rod with cap "BW2", being on the west right of way line of John King Boulevard, a variable width public right of way;

THENCE South 00°50'54" East along said right of way line for a distance of 117.04 feet to a found one half inch iron rod with cap "BW2", being on the beginning of a curve to the left;

THENCE southeasterly along said curve to the left, with a radius of 2,060.00 feet, a central angle of 4°29'16", a chord bearing of South 03°05'37" East, a chord distance of 161.31 feet, for an arc length of 161.35 feet to a found one half inch iron rod with cap "BW2";

THENCE South 05°20'14" East along said right of way line for a distance of 732.10 feet to a found one half inch iron rod with cap "BW2";

THENCE South 84°39'46" West along said right of way line for a distance of 20.00 feet to a found one half inch iron rod with cap "BW2";

THENCE South 05°20'14" East along said right of way line for a distance of 46.17 feet to a found "X" cut, being the southeast corner of said City of Rockwall tract, being the northeast corner of Lot 1, Block B of the Final Plat of Ladera Rockwall, recorded in County Clerk File No. 2019-0000016594, Plat Records of Rockwall County, Texas;

THENCE South 89°26'01" West along said common line for a distance of 265.40 feet to the Point of Beginning; CONTAINING 5.812 acres or 253,162 square feet of land more or less.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That I, Raul Dominguez Reyes, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my supervision in accordance with the platting rules and regulations of the City of Rockwall, Texas.

Raul Dominguez Reyes
Registered Professional Land Surveyor No. 5390

STATE OF TEXAS:
COUNTY OF: ROCKWALL

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Raul Dominguez Reyes, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC in and for the STATE OF TEXAS

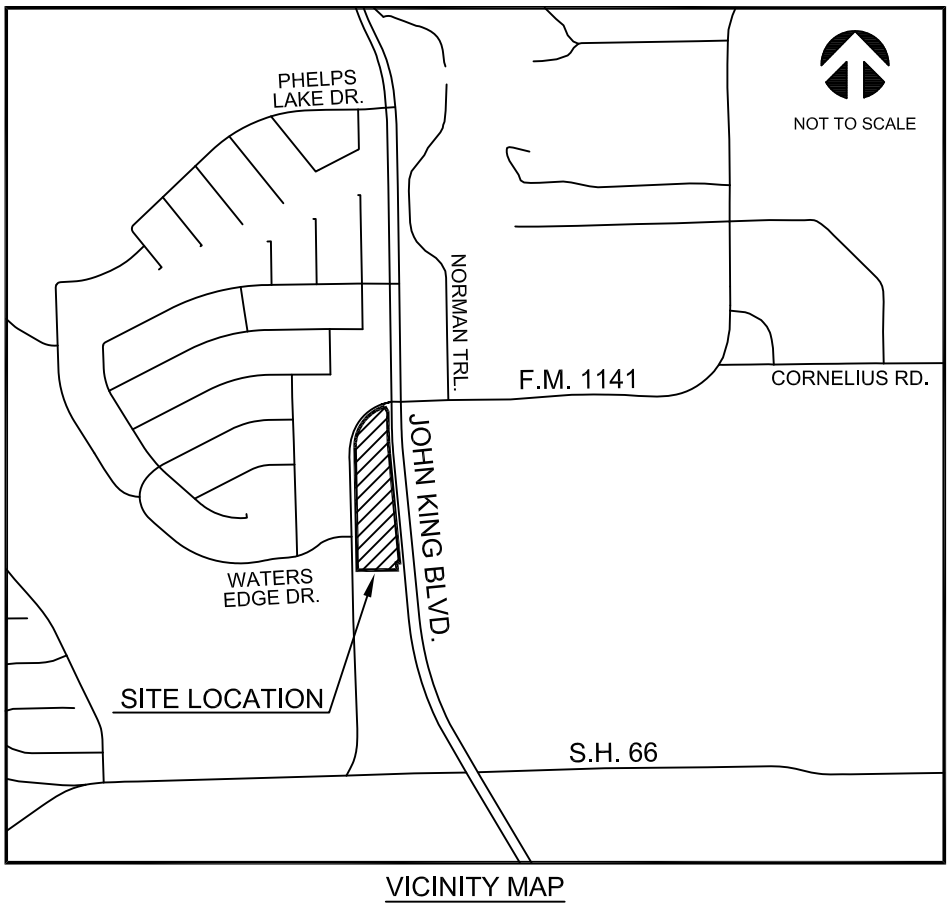
APPROVED:

I hereby certify that the above and foregoing plat of an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the _____ day of _____, 2022.

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

WITNESS OUR HANDS, this _____ day of _____, 2022.

Mayor, City of Rockwall City Secretary City Engineer



LEGEND:

P.O.B. = POINT OF BEGINNING

ESMT. = EASEMENT

I.R.F. = IRON ROD FOUND

I.R.S. = IRON ROD SET

P.R.R.C.T. = PLAT RECORDS ROCKWALL COUNTY TEXAS

D.R.R.C.T. = DEED RECORDS ROCKWALL COUNTY TEXAS

PARCEL CURVE DATA					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	BEARING
C1	360.49'	278.39'	74°11'35"	335.83'	N36°01'27"E
C2	161.35'	2060.00'	4°29'16"	161.31'	S03°05'37"E

STATE OF TEXAS
COUNTY OF ROCKWALL

WE the undersigned owners of the land shown on this plat, and designated herein as the FINAL PLAT BOYS AND GIRLS CLUB OF ROCKWALL ADDITION, LOT 1 AND LOT 2, BLOCK A to the City of Rockwall, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. We further certify that all other parties who have a mortgage or lien interest in the BOYS AND GIRLS CLUB OF ROCKWALL, LOT 1 AND LOT, BLOCK A have been notified and signed this plat.

We understand and do hereby reserve the easement strips shown on this plat for the purposes stated and for the mutual use and accommodation of all utilities desiring to use or using same. We also understand the following;

1. No buildings shall be constructed or placed upon, over, or across the utility easements as described herein.
2. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of their respective system on any of these easement strips; and any public utility shall at all times have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone.
3. The City of Rockwall will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in the subdivision.
4. The developer and subdivision engineer shall bear total responsibility for storm drain improvements.
5. The developer shall be responsible for the necessary facilities to provide drainage patterns and drainage controls such that properties within the drainage area are not adversely affected by storm drainage from the development.
6. No house dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until the developer and/or owner has complied with all requirements of the Subdivision Regulations of the City of Rockwall regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets with the required base and paving, curb and gutter, water and sewer, drainage structures, storm structures, storm sewers, and alleys, all according to the specifications of the City of Rockwall; or

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

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

CITY OF ROCKWALL

BY: _____

STATE OF TEXAS:
COUNTY OF: ROCKWALL

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Raul Dominguez Reyes, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC in and for the STATE OF TEXAS

General Notes:

- 1) It shall be the policy of the City of Rockwall to withhold issuing building permits until all streets, water, sewer and storm drainage systems have been accepted by the City. The approval of a plat by the City does not constitute any representation, assurance or guarantee that any building within such plat shall be approved, authorized or permit therefore issued, nor shall such approval constitute any representation, assurance or guarantee by the City of the adequacy and availability for water for personal use and fire protection within such plat, as required under Ordinance 83-54.
- 2) Property owner shall be responsible for maintaining, repairing, and replacing all systems within the drainage and detention easements
- 3) Bearings and coordinates shown are based on Texas State Plane Coordinate System, North Central Zone, (4202), North American Datum of 1983on grid coordinate values, no scale, no projection.
- 4) The surveyor has made no investigations or independent search for easements, encumbrances, or any other facts that an accurate and current title search may disclose.

PRELIMINARY REVIEW ONLY

CITY PROJECT NUMBER: ---
FINAL PLAT
LOT 1 AND LOT 2, BLOCK A
BOYS AND GIRLS CLUB OF ROCKWALL ADDITION
AN ADDITION TO THE CITY OF ROCKWALL
ROCKWALL COUNTY, TEXAS
BEING 253,162 S.F. OR 5.812 ACRES OF LAND
SITUATED IN THE
MIAL B. JONES SURVEY, ABSTRACT NO. 122

OWNER/APPLICANT

CITY OF ROCKWALL PLANNING AND ZONING DEPARTMENT
385 S. GOLIAD STREET
ROCKWALL, TEXAS 75087
CONTACT: RYAN C. MILLER, AICP
972-772-6441

SURVEYOR/ENGINEER

SPI
SCHAUMBURG & POLK, INC.

1919 S. Shiloh Road
Suite 500, L.B. 27
Garland, Texas 75042
RUDY REYES, R.P.L.S.
(972) 864-8200 (T) (972) 864-8220 (F)
Firm Registration No. 1002200

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

This **CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT** (hereinafter referred to as the *Agreement*) is entered into by and between the **CITY OF ROCKWALL, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the *City*) and **SARO PARTNERS, LLC** [a Texas limited liability company], (hereinafter referred to as the *Developer*). The *City* and *Developer* are collectively referred to in this *Agreement* as the *Parties*.

WHEREAS, the *City* owns approximately 4.18-acre tract of land (i.e. *Tract 9 of the M. B. Jones Survey, Abstract No. 122*) -- depicted in Exhibit 'A' attached hereto and incorporated herein for all purposes (the *City's Property*), which is part of a larger portion of a 5.702-acre tract of land in the City of Rockwall located at the southwest corner of John King Boulevard and FM-1141; and

WHEREAS, the *Developer* owns approximately 5.07-acre tract of land (i.e. *Tract 2-06 of the D. Harr Survey, Abstract No. 102*) -- depicted in Exhibit 'B' attached hereto and incorporated herein for all purposes (the *Developer's Property*), which is in the City of Rockwall at the southeast corner of Airport Road and John King Boulevard; and

WHEREAS, the *Developer's Property* is located in the Airport Runway Protection Zone of the Ralph Hall Municipal Airport, which limits the type of development that can be developed on the *Developer's Property*, including the development of an assembly type land use (i.e. *the Boys and Girls Club*); and

WHEREAS, the *Developer* has offered to exchange the *Developer's Property* for the *City's Property* in order to allow for the development of a Boys and Girls Club facility (the *Project*) based on the agreed to terms of an executed **CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT** between the *City* and the *Developer*; and

WHEREAS, the *City* has determined that the development of the *Project* will be a benefit to the *City* and will promote economic development in the area; and

WHEREAS, in accordance with Section 52-a, *Programs and Loans or Grants of Public Money for Economic Development*, of Article 3, *Legislative Department*, of the Texas Constitution and Section 380.001 of the Texas Local Government Code, the *City* has established a program to provide for the administration of programs to promote state or local economic development and to stimulate business and commercial activity in the *City*; and

WHEREAS, to ensure that the benefits the *City* provides under this *Agreement* are utilized in a manner consistent with Section 52-a, *Programs and Loans or Grants of Public Money for Economic Development*, of Article 3, *Legislative Department*, of the Texas Constitution and Chapter 380, *Miscellaneous Provisions Relating to Municipal Planning and Development*, of the Texas Local Government Code, the *Developer* has agreed, to receive such benefits, to cooperate with the *City* in the design and construction of certain public improvements; and

WHEREAS, the *City* acknowledges that the provisions of this *Agreement* substantially advance a legitimate interest of the *City* by providing public infrastructure, expanding the tax base of the *City* and promoting economic development.

NOW, THEREFORE, for and in consideration of the above recitals and the terms and conditions set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the *City* and the *Developer* hereby agree as follows:

(1) PROJECT.

(A) Jurisdiction. The design, specifications and ordinances for the *Project* applicable in the City of Rockwall shall apply to the *Project*, except where the City of Rockwall City Council concurs in writing the application of differing requirements and specifications.

(B) Property for the Project. The *City Property* for the *Project* consists of a 4.18-acre tract of land (i.e. *Tract 9 of the M. B. Jones Survey, Abstract No. 122*) -- depicted in Exhibit A attached hereto and incorporated herein for all purposes,

which is part of a larger portion of a 5.702-acre tract of land in the City of Rockwall located at the southwest corner of John King Boulevard and FM-1141.

(C) Conditions Precedent. This *Agreement* and the *Developer's* obligation to execute the *Project* are subject to the following conditions:

- (I) The *City* will initiate zoning procedures to rezone the *City's Property* from an Agricultural (AG) District to a Commercial (C) District. This zoning change would be in accordance with the *City's Future Land Use Map* contained in the *OURHometown Vision 2040 Comprehensive Plan*, and would allow the requested land uses (*i.e. a Daycare with Seven [7] or More Children/Office*) needed for the *Project*.
- (II) Upon the zoning being approved on the *City's Property*, the *City* and *Developer* will legally document the exchange of the *City's Property* for the *Developer's Property*. This exchange of property will secure a portion of the Airport Runway Protection Zone of the Ralph Hall Municipal Airport.
- (III) Once the *Developer* is in possession and has acquired ownership of the *City's Property*, the Boys and Girls Club will have 36-months from the date of the exchange of property to begin developing the *City's Property* with the *Project*. Once the *Project* has commenced, *Developer* shall have 24-months to complete the *Project*.

(D) Return of City Property. Should the *Project* fail to commence within 36-months from the date the exchange of the property or if the *Parties* do not extend the term to commence the *Project*, the *Developer* will reconvey the *City's Property* back to the City of Rockwall at no cost to the *City* and the *City* will reconvey the *Developer's Property* back to the *City* at no cost to the *Developer*. If the *City* returns the *Property* to *Developer*, *Developer* must comply with the regulations of the Airport Runway Protection Zone on any future development of the returned *Developer's Property*.

(E) Plans and Approvals. The *Developer* shall be responsible for pursuing and obtaining the necessary plats, site plan approvals and all other approvals and permits required from the *City* which are necessary for construction of the improvements for the development for the *Project* as well as all occupancy and use permits required to allow the development and occupancy of the *Project*.

(F) Construction. If sufficient funds are raised to proceed with the *Project*, the *Developer* shall require its construction contractor(s) to construct the *Project* in a good and workmanlike manner and in substantial accordance with the approved plans and specifications and shall diligently pursue the construction of the *Project* until it is completed. The *City* shall have the right to inspect the *Project* to confirm compliance with the approved plans and specifications and applicable *City* codes.

(2) DEFAULT.

(A) Notice and Opportunity to Cure. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of 30-days after receipt by such party of notice of default from the other party. Upon the passage of 30-days without cure of the default, such party shall be deemed to have defaulted for purposes of this *Agreement*, unless such party has commenced to cure such default and is prosecuting the same with reasonable diligence. Notwithstanding the foregoing, commencement of cure, with reasonable diligence, shall only prevent a party from being in default for 60-days after notice was received and a cure had not been achieved unless the non-defaulting party agrees to allow the defaulting party additional time to cure the default.

(B) Remedies. In the event of a default not cured within the time period set forth herein, the non-defaulting party may, as its sole and exclusive remedy, terminate this *Agreement* or seek injunctive relief of other equitable relief, including, without limitation, specific performance, to enforce the terms of this *Agreement*. Notwithstanding the foregoing, if injunctive or other equitable relief is barred by governmental immunity, then the *Developer* may pursue all other legal and equitable remedies that are not barred by governmental immunity; however, in no event shall a non-defaulting party be entitled to an award of damages or any other monetary relief. The foregoing remedies shall not be applicable to the facts set forth in Section (1)(D) above and the remedy set forth in such Section shall be the exclusive remedy of the *City* and the *Developer* for the facts set forth in that Section.

- (C) Attorney's Fees. In the event that the *Developer* and the *City* fail to resolve a dispute and become involved in litigation with regard to breach of or dispute arising out of this *Agreement*, the prevailing *Party* shall be entitled to be paid its reasonable attorneys' fees and court costs.

(3) DISPUTE RESOLUTION.

- (A) If a dispute arises out of or relates to this *Agreement* or the breach thereof, the *Parties* shall first in good faith seek to resolve the dispute through negotiation between the upper management of each respective *Party*. If such dispute cannot be settled through negotiation, the *Parties* agree to try in good faith to settle the dispute by mediation under the *Commercial Mediation Rules of the American Arbitration Association*, Dallas, Texas, before resorting to litigation, or some other dispute resolution procedure; provided that a *Party* may not invoke mediation unless it has provided the other *Party* with written notice of the dispute and has attempted in good faith to resolve such dispute through negotiation. Notwithstanding the foregoing, any *Party* may seek immediate equitable relief, without attempting to settle a dispute through mediation, in any case where such *Party* is entitled to equitable relief by law, the terms of the *Agreement*, or otherwise. All costs of negotiation, mediation, and arbitration collectively known as Alternate Dispute Resolution (ADR) shall be assessed equally between the *City* and *Developer* with each party bearing their own costs for attorneys' fees, experts, and other costs of ADR and any ensuing litigation.

(4) GENERAL PROVISIONS.

- (A) INDEMNIFICATION. THE *DEVELOPER* AGREES TO DEFEND, INDEMNIFY AND HOLD THE *CITY* AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY THE *CITY*) HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, DEMANDS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES AND ANY CAUSE OF ACTION OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE *CITY* DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO *DEVELOPER'S* ACTIVITIES UNDER THIS *AGREEMENT*, INCLUDING ANY ACTS OR OMISSIONS OF *DEVELOPER'S* AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR CONTRACTOR OF THE *DEVELOPER*, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS *AGREEMENT*. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE *CITY*, ITS OFFICERS OR EMPLOYEES, IN INSTANCES WHERE SUCH NEGLIGENCE IS THE SOLE CAUSE OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE.
- (B) THE PROVISIONS OF THE ABOVE SECTIONS ARE SOLELY FOR THE BENEFIT OF THE *PARTIES* HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT BEING THE INTENTION OF THE *PARTIES* THAT THE *DEVELOPER* SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY AMOUNTS PAID TO THE *DEVELOPER* HEREIN THAT INCLUDES CITY SALES TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WAS ERRONEOUSLY PAID, DISTRIBUTED OR ALLOCATED TO THE *CITY*.
- (C) Mutual Assistance. The *City* and the *Developer* will do all things and execute all documents reasonably necessary or appropriate to carry out the terms and provisions of this *Agreement* and to aid and assist each other in carrying out such terms and provisions.
- (D) Inconsistencies. Where any inconsistency exists between this *Agreement* and other provisions of subsequent collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this *Agreement* shall control.
- (E) Rule of Construction. The *Parties* hereto acknowledge that each party and its legal counsel have reviewed and revised this *Agreement*, and the *Parties* hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this *Agreement* or any amendments hereto.

(F) Independent Contractors and Immunity.

- (I) It is expressly understood and agreed by all *Parties* hereto that in performing their services hereunder, the *Developer* at no time will be acting as an agent of the *City* and that all consultants or contractors engaged by the *Developer* respectively will be independent contractors of the *Developer*; and nothing contained in this *Agreement* is intended by the *Parties* to create a partnership or joint venture between the *Parties* and any implication to the contrary is hereby expressly disavowed. The *Parties* hereto understand and agree that the *City* will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by the *Developer* respectively under this *Agreement*, unless any such claims are due to the fault of the *City*.
 - (II) By entering into this *Agreement*, the *Parties* do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign or official immunity by the *City* with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.
 - (III) No employee of the *City*, or any councilmember or agent of the *City*, shall be personally responsible for any liability arising under or growing out of this *Agreement*.
- (G) Invalidity. If any provision of this *Agreement* is held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. The *Parties* shall use their best efforts to replace the respective provision or provisions of this *Agreement* with legal terms and conditions approximating the original intent of the *Parties*.
- (H) Written Notice. All notices from one party to the other must be in writing and are effective upon receipt when mailed to or hand delivered as follows:

CITY: City of Rockwall
Attention: Mary Smith, *City Manager*
385 S Goliad Street
Rockwall, Texas 75087

CITY CC: Davidson Troilo Ream & Garza
Attention: Frank Garza, *City Attorney*
601 NW Loop 410 Suite 100
San Antonio, Texas 78216

DEVELOPER: Saro Partners, LLC
Attention: Shawn Valk
1450 T. L. Townsend Drive, Suite 100
Rockwall, Texas 75087

DEVELOPER CC: Holmes Firm PC
Attention: Ronald L. Holmes
14241 Dallas Parkway, Suite 800
Dallas, Texas 75254

NOTE: Either party may change its business address by providing at least 30 calendar days written notice to the other party of such change.

- (I) Entire Agreement. It is understood that this *Agreement* and the *Exhibits* contain the entire agreement between the *Parties* and supersedes any and all prior agreements, arrangements, statements, promises, inducements, or understandings, whether oral or written, between the *Parties* relating to the subject matter. This *Agreement* cannot be

changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this *Agreement*, shall affect or modify any of the terms or obligations hereunder.

- (J) Amendment. No amendment to this *Agreement* shall be effective and binding unless and until it is reduced to writing, approved by the City Council, and signed by duly authorized representatives of both *Parties*.
- (K) Choice of Law and Forum Selection. This *Agreement* shall be governed, enforced and construed in accordance with laws of the State of Texas. Any and all contested matters arising out of this *Agreement* in any way shall be brought in the courts of Rockwall County, Texas, United States of America.
- (L) Authority. The *Developer* hereby certifies, represents, and warrants that the execution of this *Agreement* is duly authorized and adopted in conformity with its governing documents. The *City* hereby certifies, represents, and warrants that the execution of this *Agreement* is duly authorized and adopted in conformity with the *City* charter and ordinances. The *City's* execution of this *Agreement* is authorized by Chapter 380, *Miscellaneous Provisions Relating to Municipal Planning and Development*, of the Texas Local Government Code and constitutes a valid and binding obligation of the *City*. The *City* acknowledges that the *Developer* is acting in reliance upon the *City's* performance of its obligations under this *Agreement* in making the decision to commit substantial resources and money to the construction of the *Project*.
- (M) Assignment. The *Developer's* rights and obligations under this *Agreement* may be assigned by the *Developer* provided such assignment receives prior written approval of the City Council of the City of Rockwall, not to be unreasonably withheld, conditioned, delayed, or denied. Notwithstanding the foregoing, the *Developer* may, without the *City's* approval, assign any credits accruing to the *Developer* under this *Agreement*.
- (N) Waiver. Failure of either party, at any time, to enforce a provision of this *Agreement* shall in no way constitute a waiver of that provision nor in any way affect the validity of this *Agreement*, any part hereof, or the right of the *City* or the *Developer* thereafter to enforce each and every provision hereof. No term of this *Agreement* shall be deemed waived unless the waiver is in writing and signed by the party claimed to have waived such term. Furthermore, any consent to or waiver of a breach will not constitute consent to, waiver of, or excuse of any other different or subsequent breach.
- (O) Force Majeure. If performance of this *Agreement* or any obligation under this *Agreement* is prevented, restricted, or interfered with by causes beyond either party's reasonable control (*Force Majeure*), then the obligations of the party invoking this provision will be suspended to the extent necessary by such event. Events constituting *Force Majeure* include without limitation: acts of God, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or similar occurrence, orders or acts of military or civil authority, national emergencies, insurrections, riots, wars, strikes, lock-outs, or work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents or affiliates.
- (P) Agreement Acknowledged. The *Parties* acknowledge that they have read, understand and intend to be bound by the terms and conditions of this *Agreement*.
- (Q) Multiple Originals. This *Agreement* may be executed in multiple originals.
- (R) Construction. This *Agreement* shall be construed without the aid of any canon or rule of law requiring interpretation against the party drafting or causing the drafting of this *Agreement* or the portions of this *Agreement* in question.
- (S) Incorporation of Recitals. Any recitals in this *Agreement* are represented by the *Parties* to be accurate and constitute a part of the *Agreement*.
- (T) Effective Date. The effective date of this *Agreement* is the last signature date below (the *Effective Date*).

[SIGNATURE PAGES TO FOLLOW]

EXECUTED as of the dates indicated below in multiple originals:

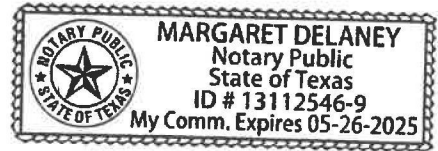
CITY:

CITY OF ROCKWALL, TEXAS,
a Texas home-rule municipality

By: Mary Smith
Name: Mary Smith
Title: City Manager
Date: 3/8/2022

ATTEST:

By: Kristy Cole
Name: Kristy Cole
Title: City Secretary
Date: 03/08/2022



STATE OF TEXAS
COUNTY OF ROCKWALL

This instrument was acknowledged before me on the 8th day of March, 2022, by Mary Smith, the City Manager of the City of Rockwall, a Texas municipal Corporation on behalf of such municipality.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 8th DAY OF March, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS: Margaret Delaney

MY COMMISSION EXPIRES: 05-26-2025

DEVELOPER:

SARO PARTNERS, LLC,
a Texas limited liability company
By: Shawn Valk
Name: Shawn Valk, Manager
Date: 2-2-2022

STATE OF TEXAS
COUNTY OF ROCKWALL

BEFORE ME, above signed authority, on this day personally appeared, *Shawn Valk*, the owner of the *Developer's Property*, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the foregoing *Agreement* for the purposes and consideration therein expressed, in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 2 DAY OF March, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS: Annalyse Olson

MY COMMISSION EXPIRES: May 7, 2023

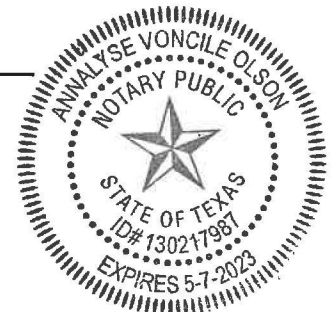
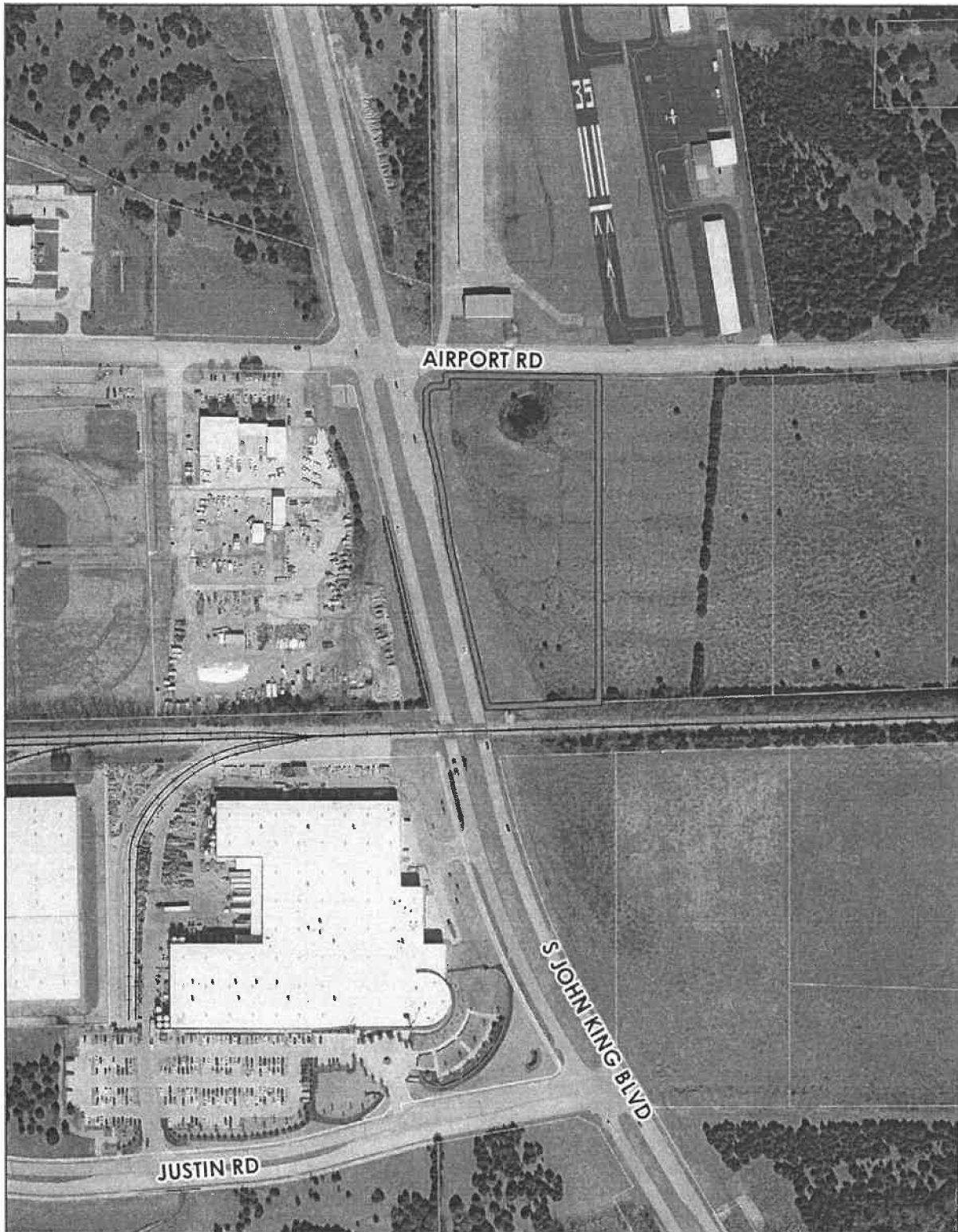


EXHIBIT 'A':
MAP OF THE CITY'S PROPERTY



EXHIBIT 'B':
MAP OF THE DEVELOPER'S PROPERTY



Filed and Recorded
Official Public Records
Jennifer Fogg, County Clerk
Rockwall County, Texas
03/08/2022 11:59:38 AM
\$58.00
20220000005160



Jennifer Fogg



CITY OF ROCKWALL

PLANNING AND ZONING COMMISSION CASE MEMO

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

PHONE: (972) 771-7745 • EMAIL: PLANNING@ROCKWALL.COM

TO: Planning and Zoning Commission

DATE: September 27, 2022

APPLICANT: Ryan Miller; *City of Rockwall*

CASE NUMBER: P2022-050; *Final Plat for Lots 1 & 2, Block A, Boys and Girls Club of Rockwall Addition*

SUMMARY

Discuss and consider a request by the City of Rockwall for the approval of a Final Plat for Lots 1 & 2, Block A, Boys and Girls Club of Rockwall Addition being a 5.812-acre tract of land identified as Tract 9 of the M. B. Jones Survey, Abstract No. 122, Rockwall County, Texas, zoned Commercial (C) District, situated within the SH-205 By-Pass Overlay (SH-205 BY OV) District, located at the southwest corner of the intersection of John King Boulevard and FM-1141, and take any action necessary.

PLAT INFORMATION

- ☒ In accordance with the Chapter 380 Economic Development Agreement executed by the City of Rockwall on March 8, 2022, the City is requesting the approval of a Final Plat for a 5.812-acre parcel of land for the purpose of creating two (2) lots (*i.e. Lots 1 & 2, Block A, Boys and Girls Club Addition*) from a 5.812-acre tract of land (*i.e. Tract 9 of the M. B. Jones Survey, Abstract No. 122*). Based on the requirements of the agreement one (1) of the lots (*i.e. Lot 2, Block A*) -- *being a 4.812-acre parcel of land* -- will be swapped for a 5.07-acre tract of land (*i.e. Tract 2-06 of the D. Harr Survey, Abstract No. 102*) to facilitate the possible development of a new facility for the Boys and Girls Club of America. The remaining lot (*i.e. Lot 1, Block A*) along with the 5.07-acre tract of land (*i.e. Tract 2-06 of the D. Harr Survey, Abstract No. 102*) will be retained by the City of Rockwall.
- ☒ The subject property was annexed on May 19, 1986 by *Ordinance No. 86-37 [i.e. Case No. A1986-005]*. The remainder of the subject property was annexed on March 16, 1998 by *Ordinance No. 98-10 [i.e. Case No. A1998-001]*. At the time of annexation both portions of the subject property were zoned Agricultural (AG) District. In 2007-2008, the City of Rockwall acquired the subject property -- *which was a portion of a larger 6.702-acre tract of land (i.e. Tract 9 of the M. B. Jones Survey, Abstract No. 122)* -- for the future right-of-way of John King Boulevard. When John King Boulevard was constructed, the subject property was established in its current configuration. The subject property has remained vacant since its annexation. On February 7, 2022, the City Council approved a motion directing the City Manager to enter into a Chapter 380 Economic Development Agreement with the owner of the tract of land located at the southeast corner of the intersection of Airport Road and John King Boulevard for the purpose of swapping a portion of the subject property for his 5.07-acre tract of land (*i.e. Tract 2-06 of the D. Harr Survey, Abstract No. 102*) to facilitate the possible development of a future facility for Boys and Girls Club of America. This agreement was signed and executed by the City and Saro Partners, LLC on March 8, 2022. In accordance with this agreement, the City Council approved *Ordinance No. 22-20 [i.e. Case No. Z2022-011]* changing the zoning of the subject property from an Agricultural (AG) District to a Commercial (C) District on April 4, 2022.
- ☒ The surveyor has completed the majority of the technical revisions requested by staff, and this Final Plat -- *conforming to the requirements for plats as stipulated by the Subdivision Ordinance in the Municipal Code of Ordinances* -- is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.
- ☒ Conditional approval of this Final Plat by the City Council shall constitute approval subject to the conditions stipulated in the *Conditions of Approval* section below.
- ☒ With the exception of the items listed in the *Conditions of Approval* section of this case memo, this plat is in substantial compliance with the requirements of the *Subdivision Ordinance* in the Municipal Code of Ordinances.

CONDITIONS OF APPROVAL

If Planning and Zoning Commission chooses to recommend approval of the Final Plat for the *Lots 1 & 2, Block A, Boys and Girls Club of Rockwall Addition*, staff would propose the following conditions of approval:

- (1) All technical comments from City Staff (*i.e. Engineering, Planning and Fire Department*) shall be addressed prior to submittal of civil engineering plans;
- (2) Any construction resulting from the approval of this Final Plat shall conform to the requirements set forth by the Unified Development Code (UDC), the International Building Code (IBC), the Rockwall Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

PROJECT COMMENTS



CITY OF ROCKWALL
385 S. GOLIAD STREET
ROCKWALL, TEXAS 75087
PHONE: (972) 771-7700

DATE: 9/22/2022

PROJECT NUMBER: P2022-050
PROJECT NAME: Lots 1 & 2, Block A, Boys and Girls Club of Rockwall Addition
SITE ADDRESS/LOCATIONS:

CASE MANAGER: Angelica Gamez
CASE MANAGER PHONE: 972-772-6438
CASE MANAGER EMAIL: agamez@rockwall.com

CASE CAPTION: Discuss and consider a request by the City of Rockwall for the approval of a Final Plat for Lots 1 & 2, Block A, Boys and Girls Club of Rockwall Addition being a 5.812-acre tract of land identified as Tract 9 of the M. B. Jones Survey, Abstract No. 122, Rockwall County, Texas, zoned Commercial (C) District, situated within the SH-205 By-Pass Overlay (SH-205 BY OV) District, located at the southwest corner of the intersection of John King Boulevard and FM-1141, and take any action necessary.

DEPARTMENT	REVIEWER	DATE OF REVIEW	STATUS OF PROJECT
PLANNING	Angelica Gamez	09/22/2022	Approved w/ Comments

09/22/2022: P2022-050: Final Plat for Lots 1 & 2, Block A, Boys and Girls Club of Rockwall Addition
Please address the following comments (M= Mandatory Comments; I = Informational Comments)

- I.1 Discuss and consider a request by the City of Rockwall for the approval of a Final Plat for Lots 1 & 2, Block A, Boys and Girls Club of Rockwall Addition being a 5.812-acre tract of land identified as Tract 9 of the M. B. Jones Survey, Abstract No. 122, Rockwall County, Texas, zoned Commercial (C) District, situated within the SH-205 By-Pass Overlay (SH-205 BY OV) District, located at the southwest corner of the intersection of John King Boulevard and FM-1141, and take any action necessary.
- I.2 For questions or comments concerning this case please contact Angelica Guevara in the Planning Department at (972) 772-6438 or email agamez@rockwall.com.
- M.3 For reference, include the case number (P2022-050) in the lower right-hand corner of all pages on future submittals. (Subsection 01.02(D), Article 11, UDC)
- M.4 Please indicate the building setbacks along FM 1141 and John King Blvd. (Subsection 10.05, Chapter 38, Subdivisions, of the Municipal Code of Ordinances)
- M.5 Please add the street centerline to John King Blvd. (Subsection 10.03, Chapter 38, Subdivisions, of the Municipal Code of Ordinances)
- M.6 Please add a line for the Planning and Zoning Chairman and a line for the date to the Plat Approval Signatures. (Subsection 10.11, Chapter 38, Subdivisions, of the Municipal Code of Ordinances)
- I.7 This project is subject to all requirements stipulated by the Unified Development Code (UDC) and Chapter 38 of the Municipal Code of Ordinances that are applicable to the subject property.
- M.8 Please review and correct all items listed by the Engineering Department.
- I.9 Staff has identified the aforementioned items necessary to continue the submittal process. Please make all revisions and corrections and return to staff as soon as possible for a subsequent review prior to approval. The Planning and Zoning Commission Meeting date for this case will be held on September 27, 2022.
- I.10 The projected City Council Meeting date for this case will be October 3, 2022.
- I.11 A representative is required to attend all meetings.
- I.12 Please note that once the Final Plat has been approved by the Planning and Zoning Commission and City Council, the case will be considered to be conditionally approved pending all of staff's comments from all City Departments and any applicable conditions of approval contained in staff's case memo are addressed prior to the subdivision plat being filed.

DEPARTMENT	REVIEWER	DATE OF REVIEW	STATUS OF PROJECT
ENGINEERING	Sarah Johnston	09/21/2022	Needs Review

09/21/2022: - Need to show and label flood plain with cross-section elevations and make a drainage easement around it. Easement will include the erosion hazard set back. Call out source of floodplain data.

- Additional easements may be required when property is developed.

DEPARTMENT	REVIEWER	DATE OF REVIEW	STATUS OF PROJECT
BUILDING	Rusty McDowell	09/20/2022	Approved
No Comments			

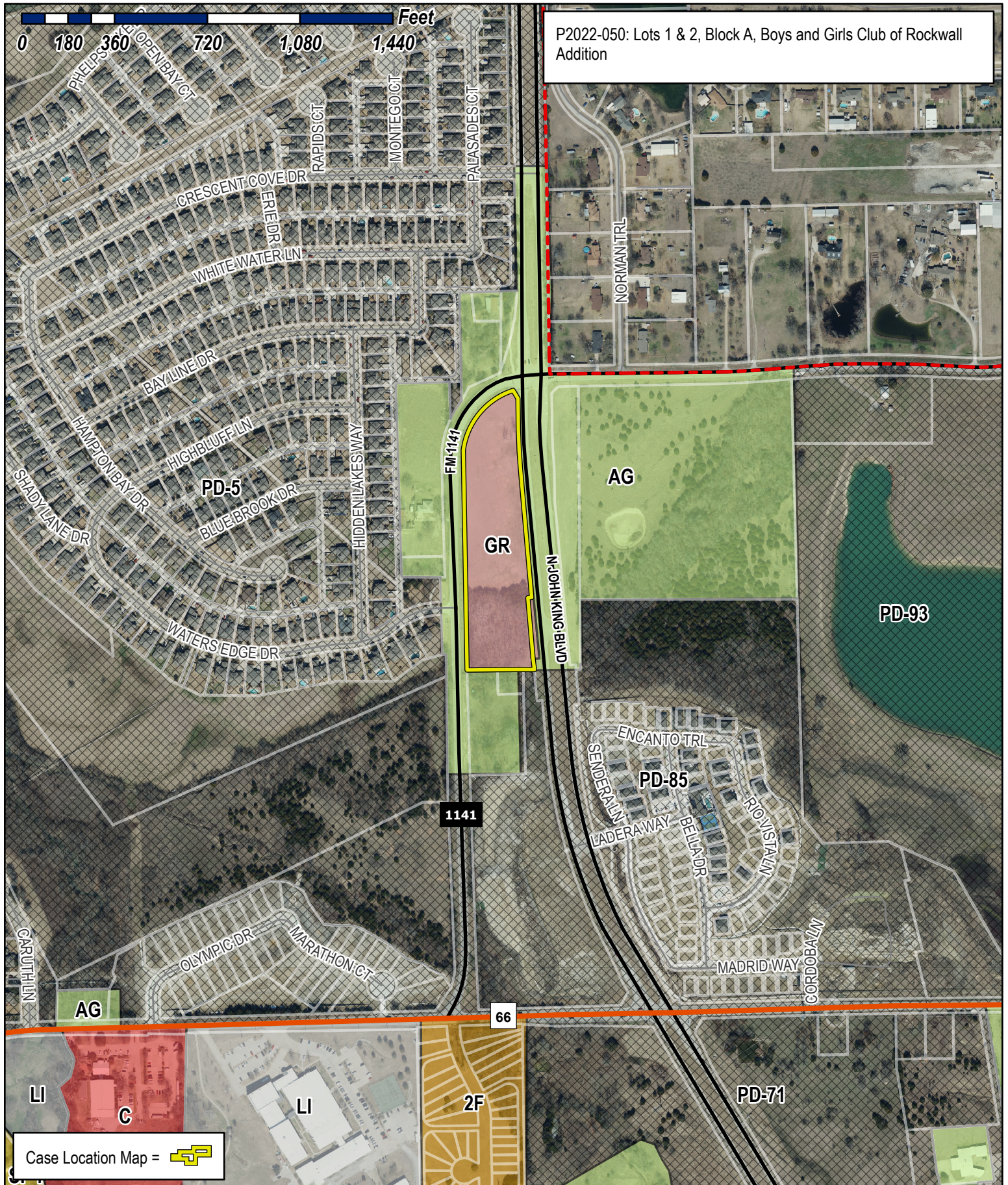
DEPARTMENT	REVIEWER	DATE OF REVIEW	STATUS OF PROJECT
FIRE	Ariana Kistner	09/20/2022	Approved
No Comments			

DEPARTMENT	REVIEWER	DATE OF REVIEW	STATUS OF PROJECT
GIS	Lance Singleton	09/20/2022	Approved w/ Comments

09/20/2022: Some plat street name corrections. Should be:
Crystal Lake Dr.
Hidden Lakes Way
North John King Blvd.

DEPARTMENT	REVIEWER	DATE OF REVIEW	STATUS OF PROJECT
POLICE	Chris Cleveland	09/20/2022	Approved
No Comments			

DEPARTMENT	REVIEWER	DATE OF REVIEW	STATUS OF PROJECT
PARKS	Travis Sales	09/22/2022	Approved
No Comments			

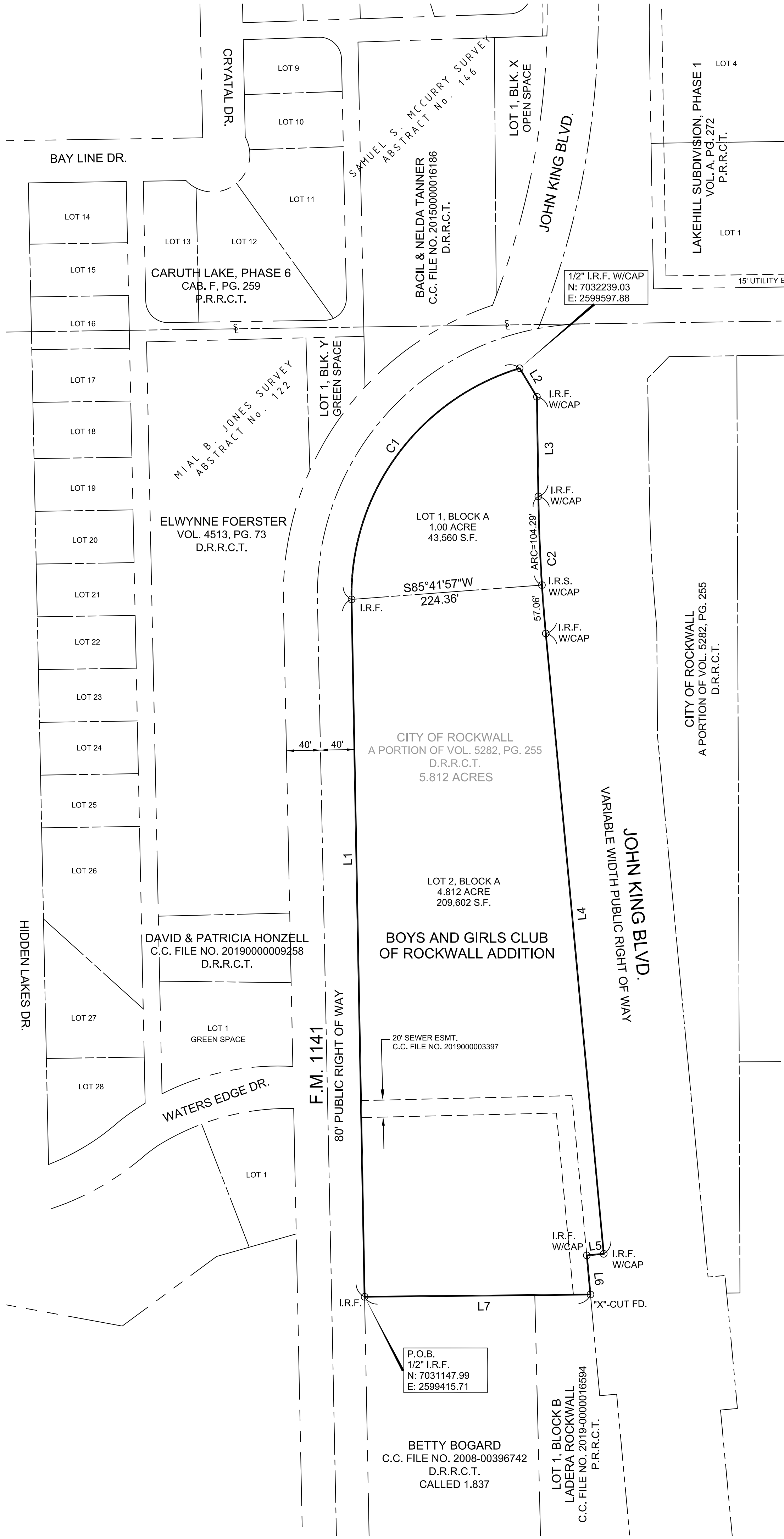


City of Rockwall

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

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





STATE OF TEXAS
COUNTY OF ROCKWALL

WHEREAS CITY OF ROCKWALL, BEING THE OWNER OF A TRACT OF land in the County of Rockwall, State of Texas, said tract being described as follows:

Being a 5.812 acre tract of land in the Mial B. Jones Survey, Abstract No. 122, City of Rockwall, Rockwall County, Texas, being a portion of a called 10.942 acre tract, described in deed to the City of Rockwall, recorded in County Clerk Number 2007-00389123, Deed Records of Rockwall County, Texas, being that portion of said deed lying west of John King Boulevard, a variable width public right of way, more particularly described as follows:

Beginning at a found one half inch iron rod being the southwest corner of said City of Rockwall tract, being the northwest corner of a called 1.837 acre tract, deeded to Betty Bogard, recorded in County Clerk Number 2008-00396742, Deed Records of Rockwall County, Texas, being on the east right of way line of FM 1141, a 80 foot wide public right of way;

THENCE North 01°04'21" West along said right of way line for a distance of 819.58 feet to a found one half inch iron rod, being the beginning of a tangent curve to the right;

THENCE northeasterly along said curve to the right with a radius of 278.39 feet, a central angle of 74°11'35", a chord bearing of North 36°01'27" East, a chord distance of 335.83 feet for an arc length of 360.49 feet to a found one half inch iron rod with cap "BW2";

THENCE South 31°09'51" East for a distance of 39.22 feet to a found one half inch iron rod with cap "BW2", being on the west right of way line of John King Boulevard, a variable width public right of way;

THENCE South 00°50'54" East along said right of way line for a distance of 117.04 feet to a found one half inch iron rod with cap "BW2", being on the beginning of a curve to the left;

THENCE southeasterly along said curve to the left, with a radius of 2,060.00 feet, a central angle of 4°29'16", a chord bearing of South 03°05'37" East, a chord distance of 161.31 feet, for an arc length of 161.35 feet to a found one half inch iron rod with cap "BW2";

THENCE South 05°20'14" East along said right of way line for a distance of 732.10 feet to a found one half inch iron rod with cap "BW2";

THENCE South 84°39'46" West along said right of way line for a distance of 20.00 feet to a found one half inch iron rod with cap "BW2";

THENCE South 05°20'14" East along said right of way line for a distance of 46.17 feet to a found "X" cut, being the southeast corner of said City of Rockwall tract, being the northeast corner of Lot 1, Block B of the Final Plat of Ladera Rockwall, recorded in County Clerk File No. 2019-0000016594, Plat Records of Rockwall County, Texas;

THENCE South 89°26'01" West along said common line for a distance of 265.40 feet to the Point of Beginning; CONTAINING 5.812 acres or 253,162 square feet of land more or less.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That I, Raul Dominguez Reyes, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my supervision in accordance with the platting rules and regulations of the City of Rockwall, Texas.

Raul Dominguez Reyes
Registered Professional Land Surveyor No. 5390

STATE OF TEXAS:
COUNTY OF: ROCKWALL

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Raul Dominguez Reyes, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC in and for the STATE OF TEXAS

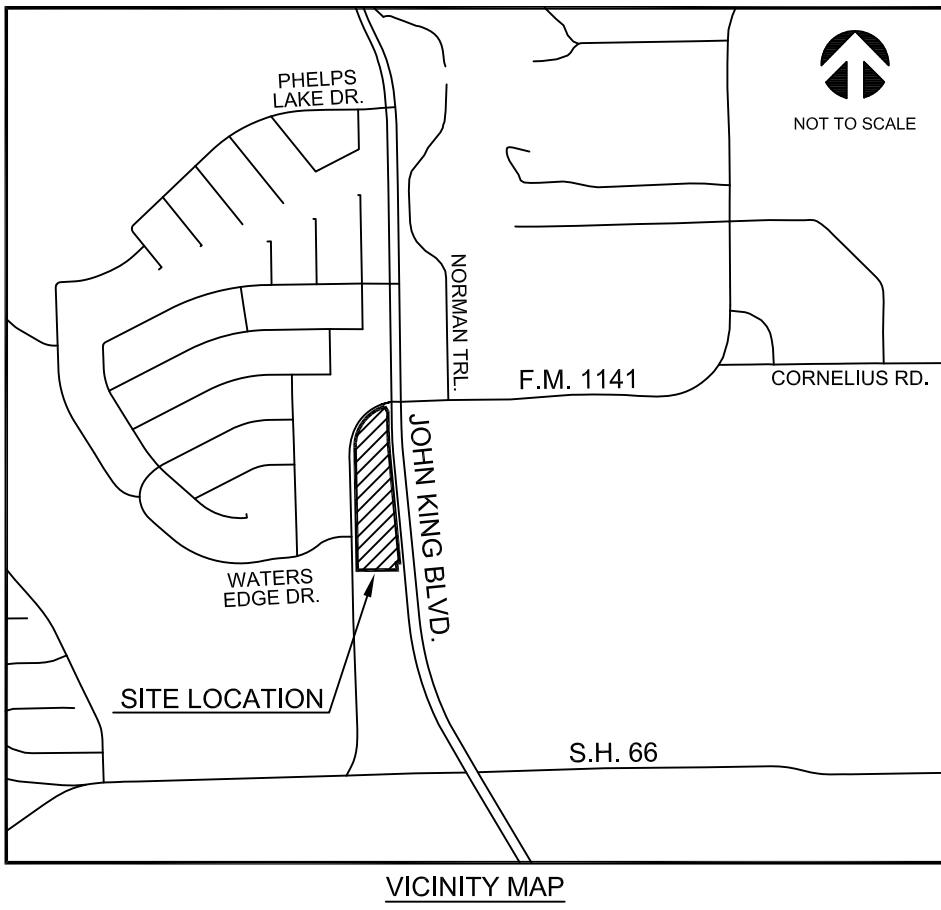
APPROVED:

I hereby certify that the above and foregoing plat of an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the _____ day of _____, 2022.

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

WITNESS OUR HANDS, this _____ day of _____, 2022.

Mayor, City of Rockwall City Secretary City Engineer



LEGEND:

P.O.B. = POINT OF BEGINNING

ESMT. = EASEMENT

I.R.F. = IRON ROD FOUND

I.R.S. = IRON ROD SET

P.R.R.C.T. = PLAT RECORDS ROCKWALL COUNTY TEXAS

D.R.R.C.T. = DEED RECORDS ROCKWALL COUNTY TEXAS

PARCEL CURVE DATA					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	BEARING
C1	360.49'	278.39'	74°11'35"	335.83'	N36°01'27"E
C2	161.35'	2060.00'	4°29'16"	161.31'	S03°05'37"E

STATE OF TEXAS
COUNTY OF ROCKWALL

WE the undersigned owners of the land shown on this plat, and designated herein as the FINAL PLAT BOYS AND GIRLS CLUB OF ROCKWALL ADDITION, LOT 1 AND LOT 2, BLOCK A to the City of Rockwall, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. We further certify that all other parties who have a mortgage or lien interest in the BOYS AND GIRLS CLUB OF ROCKWALL, LOT 1 AND LOT, BLOCK A have been notified and signed this plat.

We understand and do hereby reserve the easement strips shown on this plat for the purposes stated and for the mutual use and accommodation of all utilities desiring to use or using same. We also understand the following;

1. No buildings shall be constructed or placed upon, over, or across the utility easements as described herein.

2. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of their respective system on any of these easement strips; and any public utility shall at all times have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone.

3. The City of Rockwall will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in the subdivision.

4. The developer and subdivision engineer shall bear total responsibility for storm drain improvements.

5. The developer shall be responsible for the necessary facilities to provide drainage patterns and drainage controls such that properties within the drainage area are not adversely affected by storm drainage from the development.

6. No house dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until the developer and/or owner has complied with all requirements of the Subdivision Regulations of the City of Rockwall regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets with the required base and paving, curb and gutter, water and sewer, drainage structures, storm structures, storm sewers, and alleys, all according to the specifications of the City of Rockwall; or

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

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

CITY OF ROCKWALL

BY: _____

STATE OF TEXAS:
COUNTY OF: ROCKWALL

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Raul Dominguez Reyes, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC in and for the STATE OF TEXAS

General Notes:

1) It shall be the policy of the City of Rockwall to withhold issuing building permits until all streets, water, sewer and storm drainage systems have been accepted by the City. The approval of a plat by the City does not constitute any representation, assurance or guarantee that any building within such plat shall be approved, authorized or permit therefore issued, nor shall such approval constitute any representation, assurance or guarantee by the City of the adequacy and availability for water for personal use and fire protection within such plat, as required under Ordinance 83-54.

2) Property owner shall be responsible for maintaining, repairing, and replacing all systems within the drainage and detention easements

3) Bearings and coordinates shown are based on Texas State Plane Coordinate System, North Central Zone, (4202), North American Datum of 1983on grid coordinate values, no scale, no projection.

4) The surveyor has made no investigations or independent search for easements, encumbrances, or any other facts that an accurate and current title search may disclose.

PRELIMINARY REVIEW ONLY

CITY PROJECT NUMBER: ---
FINAL PLAT
LOT 1 AND LOT 2, BLOCK A
BOYS AND GIRLS CLUB OF ROCKWALL ADDITION
AN ADDITION TO THE CITY OF ROCKWALL
ROCKWALL COUNTY, TEXAS
BEING 253,162 S.F. OR 5.812 ACRES OF LAND
SITUATED IN THE
MIAL B. JONES SURVEY, ABSTRACT NO. 122

OWNER/APPLICANT
CITY OF ROCKWALL PLANNING AND ZONING DEPARTMENT
385 S. GOLIAD STREET
ROCKWALL, TEXAS 75087
CONTACT: RYAN C. MILLER, AICP
972-772-6441

SURVEYOR/ENGINEER

SPI
SCHAUMBURG & POLK, INC.

1919 S. Shiloh Road
Suite 500, L.B. 27
Garland, Texas 75042
RUDY REYES, R.P.L.S.
(972) 864-8200 (T) (972) 864-8220 (F)
Firm Registration No. 1002200

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

This **CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT** (hereinafter referred to as the *Agreement*) is entered into by and between the **CITY OF ROCKWALL, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the *City*) and **SARO PARTNERS, LLC** [a Texas limited liability company], (hereinafter referred to as the *Developer*). The *City* and *Developer* are collectively referred to in this *Agreement* as the *Parties*.

WHEREAS, the *City* owns approximately 4.18-acre tract of land (i.e. *Tract 9 of the M. B. Jones Survey, Abstract No. 122*) -- depicted in Exhibit 'A' attached hereto and incorporated herein for all purposes (the *City's Property*), which is part of a larger portion of a 5.702-acre tract of land in the City of Rockwall located at the southwest corner of John King Boulevard and FM-1141; and

WHEREAS, the *Developer* owns approximately 5.07-acre tract of land (i.e. *Tract 2-06 of the D. Harr Survey, Abstract No. 102*) -- depicted in Exhibit 'B' attached hereto and incorporated herein for all purposes (the *Developer's Property*), which is in the City of Rockwall at the southeast corner of Airport Road and John King Boulevard; and

WHEREAS, the *Developer's Property* is located in the Airport Runway Protection Zone of the Ralph Hall Municipal Airport, which limits the type of development that can be developed on the *Developer's Property*, including the development of an assembly type land use (i.e. *the Boys and Girls Club*); and

WHEREAS, the *Developer* has offered to exchange the *Developer's Property* for the *City's Property* in order to allow for the development of a Boys and Girls Club facility (the *Project*) based on the agreed to terms of an executed **CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT** between the *City* and the *Developer*; and

WHEREAS, the *City* has determined that the development of the *Project* will be a benefit to the *City* and will promote economic development in the area; and

WHEREAS, in accordance with Section 52-a, *Programs and Loans or Grants of Public Money for Economic Development*, of Article 3, *Legislative Department*, of the Texas Constitution and Section 380.001 of the Texas Local Government Code, the *City* has established a program to provide for the administration of programs to promote state or local economic development and to stimulate business and commercial activity in the *City*; and

WHEREAS, to ensure that the benefits the *City* provides under this *Agreement* are utilized in a manner consistent with Section 52-a, *Programs and Loans or Grants of Public Money for Economic Development*, of Article 3, *Legislative Department*, of the Texas Constitution and Chapter 380, *Miscellaneous Provisions Relating to Municipal Planning and Development*, of the Texas Local Government Code, the *Developer* has agreed, to receive such benefits, to cooperate with the *City* in the design and construction of certain public improvements; and

WHEREAS, the *City* acknowledges that the provisions of this *Agreement* substantially advance a legitimate interest of the *City* by providing public infrastructure, expanding the tax base of the *City* and promoting economic development.

NOW, THEREFORE, for and in consideration of the above recitals and the terms and conditions set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the *City* and the *Developer* hereby agree as follows:

(1) PROJECT.

(A) Jurisdiction. The design, specifications and ordinances for the *Project* applicable in the City of Rockwall shall apply to the *Project*, except where the City of Rockwall City Council concurs in writing the application of differing requirements and specifications.

(B) Property for the Project. The *City Property* for the *Project* consists of a 4.18-acre tract of land (i.e. *Tract 9 of the M. B. Jones Survey, Abstract No. 122*) -- depicted in Exhibit A attached hereto and incorporated herein for all purposes,

which is part of a larger portion of a 5.702-acre tract of land in the City of Rockwall located at the southwest corner of John King Boulevard and FM-1141.

(C) Conditions Precedent. This *Agreement* and the *Developer's* obligation to execute the *Project* are subject to the following conditions:

- (I) The *City* will initiate zoning procedures to rezone the *City's Property* from an Agricultural (AG) District to a Commercial (C) District. This zoning change would be in accordance with the *City's Future Land Use Map* contained in the *OURHometown Vision 2040 Comprehensive Plan*, and would allow the requested land uses (*i.e. a Daycare with Seven [7] or More Children/Office*) needed for the *Project*.
- (II) Upon the zoning being approved on the *City's Property*, the *City* and *Developer* will legally document the exchange of the *City's Property* for the *Developer's Property*. This exchange of property will secure a portion of the Airport Runway Protection Zone of the Ralph Hall Municipal Airport.
- (III) Once the *Developer* is in possession and has acquired ownership of the *City's Property*, the Boys and Girls Club will have 36-months from the date of the exchange of property to begin developing the *City's Property* with the *Project*. Once the *Project* has commenced, *Developer* shall have 24-months to complete the *Project*.

(D) Return of City Property. Should the *Project* fail to commence within 36-months from the date the exchange of the property or if the *Parties* do not extend the term to commence the *Project*, the *Developer* will reconvey the *City's Property* back to the City of Rockwall at no cost to the *City* and the *City* will reconvey the *Developer's Property* back to the *City* at no cost to the *Developer*. If the *City* returns the *Property* to *Developer*, *Developer* must comply with the regulations of the Airport Runway Protection Zone on any future development of the returned *Developer's Property*.

(E) Plans and Approvals. The *Developer* shall be responsible for pursuing and obtaining the necessary plats, site plan approvals and all other approvals and permits required from the *City* which are necessary for construction of the improvements for the development for the *Project* as well as all occupancy and use permits required to allow the development and occupancy of the *Project*.

(F) Construction. If sufficient funds are raised to proceed with the *Project*, the *Developer* shall require its construction contractor(s) to construct the *Project* in a good and workmanlike manner and in substantial accordance with the approved plans and specifications and shall diligently pursue the construction of the *Project* until it is completed. The *City* shall have the right to inspect the *Project* to confirm compliance with the approved plans and specifications and applicable *City* codes.

(2) DEFAULT.

(A) Notice and Opportunity to Cure. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of 30-days after receipt by such party of notice of default from the other party. Upon the passage of 30-days without cure of the default, such party shall be deemed to have defaulted for purposes of this *Agreement*, unless such party has commenced to cure such default and is prosecuting the same with reasonable diligence. Notwithstanding the foregoing, commencement of cure, with reasonable diligence, shall only prevent a party from being in default for 60-days after notice was received and a cure had not been achieved unless the non-defaulting party agrees to allow the defaulting party additional time to cure the default.

(B) Remedies. In the event of a default not cured within the time period set forth herein, the non-defaulting party may, as its sole and exclusive remedy, terminate this *Agreement* or seek injunctive relief of other equitable relief, including, without limitation, specific performance, to enforce the terms of this *Agreement*. Notwithstanding the foregoing, if injunctive or other equitable relief is barred by governmental immunity, then the *Developer* may pursue all other legal and equitable remedies that are not barred by governmental immunity; however, in no event shall a non-defaulting party be entitled to an award of damages or any other monetary relief. The foregoing remedies shall not be applicable to the facts set forth in Section (1)(D) above and the remedy set forth in such Section shall be the exclusive remedy of the *City* and the *Developer* for the facts set forth in that Section.

- (C) Attorney's Fees. In the event that the *Developer* and the *City* fail to resolve a dispute and become involved in litigation with regard to breach of or dispute arising out of this *Agreement*, the prevailing *Party* shall be entitled to be paid its reasonable attorneys' fees and court costs.

(3) DISPUTE RESOLUTION.

- (A) If a dispute arises out of or relates to this *Agreement* or the breach thereof, the *Parties* shall first in good faith seek to resolve the dispute through negotiation between the upper management of each respective *Party*. If such dispute cannot be settled through negotiation, the *Parties* agree to try in good faith to settle the dispute by mediation under the *Commercial Mediation Rules of the American Arbitration Association*, Dallas, Texas, before resorting to litigation, or some other dispute resolution procedure; provided that a *Party* may not invoke mediation unless it has provided the other *Party* with written notice of the dispute and has attempted in good faith to resolve such dispute through negotiation. Notwithstanding the foregoing, any *Party* may seek immediate equitable relief, without attempting to settle a dispute through mediation, in any case where such *Party* is entitled to equitable relief by law, the terms of the *Agreement*, or otherwise. All costs of negotiation, mediation, and arbitration collectively known as Alternate Dispute Resolution (ADR) shall be assessed equally between the *City* and *Developer* with each party bearing their own costs for attorneys' fees, experts, and other costs of ADR and any ensuing litigation.

(4) GENERAL PROVISIONS.

- (A) INDEMNIFICATION. THE *DEVELOPER* AGREES TO DEFEND, INDEMNIFY AND HOLD THE *CITY* AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY THE *CITY*) HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, DEMANDS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES AND ANY CAUSE OF ACTION OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE *CITY* DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO *DEVELOPER'S* ACTIVITIES UNDER THIS *AGREEMENT*, INCLUDING ANY ACTS OR OMISSIONS OF *DEVELOPER'S* AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR CONTRACTOR OF THE *DEVELOPER*, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS *AGREEMENT*. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE *CITY*, ITS OFFICERS OR EMPLOYEES, IN INSTANCES WHERE SUCH NEGLIGENCE IS THE SOLE CAUSE OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE.
- (B) THE PROVISIONS OF THE ABOVE SECTIONS ARE SOLELY FOR THE BENEFIT OF THE *PARTIES* HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT BEING THE INTENTION OF THE *PARTIES* THAT THE *DEVELOPER* SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY AMOUNTS PAID TO THE *DEVELOPER* HEREIN THAT INCLUDES CITY SALES TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WAS ERRONEOUSLY PAID, DISTRIBUTED OR ALLOCATED TO THE *CITY*.
- (C) Mutual Assistance. The *City* and the *Developer* will do all things and execute all documents reasonably necessary or appropriate to carry out the terms and provisions of this *Agreement* and to aid and assist each other in carrying out such terms and provisions.
- (D) Inconsistencies. Where any inconsistency exists between this *Agreement* and other provisions of subsequent collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this *Agreement* shall control.
- (E) Rule of Construction. The *Parties* hereto acknowledge that each party and its legal counsel have reviewed and revised this *Agreement*, and the *Parties* hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this *Agreement* or any amendments hereto.

(F) Independent Contractors and Immunity.

- (I) It is expressly understood and agreed by all *Parties* hereto that in performing their services hereunder, the *Developer* at no time will be acting as an agent of the *City* and that all consultants or contractors engaged by the *Developer* respectively will be independent contractors of the *Developer*; and nothing contained in this *Agreement* is intended by the *Parties* to create a partnership or joint venture between the *Parties* and any implication to the contrary is hereby expressly disavowed. The *Parties* hereto understand and agree that the *City* will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by the *Developer* respectively under this *Agreement*, unless any such claims are due to the fault of the *City*.
 - (II) By entering into this *Agreement*, the *Parties* do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign or official immunity by the *City* with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.
 - (III) No employee of the *City*, or any councilmember or agent of the *City*, shall be personally responsible for any liability arising under or growing out of this *Agreement*.
- (G) Invalidity. If any provision of this *Agreement* is held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. The *Parties* shall use their best efforts to replace the respective provision or provisions of this *Agreement* with legal terms and conditions approximating the original intent of the *Parties*.
- (H) Written Notice. All notices from one party to the other must be in writing and are effective upon receipt when mailed to or hand delivered as follows:

CITY: City of Rockwall
Attention: Mary Smith, *City Manager*
385 S Goliad Street
Rockwall, Texas 75087

CITY CC: Davidson Troilo Ream & Garza
Attention: Frank Garza, *City Attorney*
601 NW Loop 410 Suite 100
San Antonio, Texas 78216

DEVELOPER: Saro Partners, LLC
Attention: Shawn Valk
1450 T. L. Townsend Drive, Suite 100
Rockwall, Texas 75087

DEVELOPER CC: Holmes Firm PC
Attention: Ronald L. Holmes
14241 Dallas Parkway, Suite 800
Dallas, Texas 75254

NOTE: Either party may change its business address by providing at least 30 calendar days written notice to the other party of such change.

- (I) Entire Agreement. It is understood that this *Agreement* and the *Exhibits* contain the entire agreement between the *Parties* and supersedes any and all prior agreements, arrangements, statements, promises, inducements, or understandings, whether oral or written, between the *Parties* relating to the subject matter. This *Agreement* cannot be

changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this *Agreement*, shall affect or modify any of the terms or obligations hereunder.

- (J) Amendment. No amendment to this *Agreement* shall be effective and binding unless and until it is reduced to writing, approved by the City Council, and signed by duly authorized representatives of both *Parties*.
- (K) Choice of Law and Forum Selection. This *Agreement* shall be governed, enforced and construed in accordance with laws of the State of Texas. Any and all contested matters arising out of this *Agreement* in any way shall be brought in the courts of Rockwall County, Texas, United States of America.
- (L) Authority. The *Developer* hereby certifies, represents, and warrants that the execution of this *Agreement* is duly authorized and adopted in conformity with its governing documents. The *City* hereby certifies, represents, and warrants that the execution of this *Agreement* is duly authorized and adopted in conformity with the *City* charter and ordinances. The *City's* execution of this *Agreement* is authorized by Chapter 380, *Miscellaneous Provisions Relating to Municipal Planning and Development*, of the Texas Local Government Code and constitutes a valid and binding obligation of the *City*. The *City* acknowledges that the *Developer* is acting in reliance upon the *City's* performance of its obligations under this *Agreement* in making the decision to commit substantial resources and money to the construction of the *Project*.
- (M) Assignment. The *Developer's* rights and obligations under this *Agreement* may be assigned by the *Developer* provided such assignment receives prior written approval of the City Council of the City of Rockwall, not to be unreasonably withheld, conditioned, delayed, or denied. Notwithstanding the foregoing, the *Developer* may, without the *City's* approval, assign any credits accruing to the *Developer* under this *Agreement*.
- (N) Waiver. Failure of either party, at any time, to enforce a provision of this *Agreement* shall in no way constitute a waiver of that provision nor in any way affect the validity of this *Agreement*, any part hereof, or the right of the *City* or the *Developer* thereafter to enforce each and every provision hereof. No term of this *Agreement* shall be deemed waived unless the waiver is in writing and signed by the party claimed to have waived such term. Furthermore, any consent to or waiver of a breach will not constitute consent to, waiver of, or excuse of any other different or subsequent breach.
- (O) Force Majeure. If performance of this *Agreement* or any obligation under this *Agreement* is prevented, restricted, or interfered with by causes beyond either party's reasonable control (*Force Majeure*), then the obligations of the party invoking this provision will be suspended to the extent necessary by such event. Events constituting *Force Majeure* include without limitation: acts of God, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or similar occurrence, orders or acts of military or civil authority, national emergencies, insurrections, riots, wars, strikes, lock-outs, or work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents or affiliates.
- (P) Agreement Acknowledged. The *Parties* acknowledge that they have read, understand and intend to be bound by the terms and conditions of this *Agreement*.
- (Q) Multiple Originals. This *Agreement* may be executed in multiple originals.
- (R) Construction. This *Agreement* shall be construed without the aid of any canon or rule of law requiring interpretation against the party drafting or causing the drafting of this *Agreement* or the portions of this *Agreement* in question.
- (S) Incorporation of Recitals. Any recitals in this *Agreement* are represented by the *Parties* to be accurate and constitute a part of the *Agreement*.
- (T) Effective Date. The effective date of this *Agreement* is the last signature date below (the *Effective Date*).

[SIGNATURE PAGES TO FOLLOW]

EXECUTED as of the dates indicated below in multiple originals:

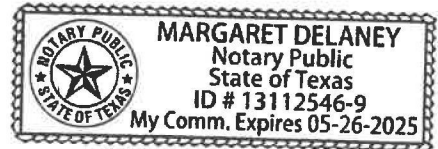
CITY:

CITY OF ROCKWALL, TEXAS,
a Texas home-rule municipality

By: Mary Smith
Name: Mary Smith
Title: City Manager
Date: 3/8/2022

ATTEST:

By: Kristy Cole
Name: Kristy Cole
Title: City Secretary
Date: 03/08/2022



STATE OF TEXAS
COUNTY OF ROCKWALL

This instrument was acknowledged before me on the 8th day of March, 2022, by Mary Smith, the City Manager of the City of Rockwall, a Texas municipal Corporation on behalf of such municipality.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 8th DAY OF March, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS: Margaret Delaney

MY COMMISSION EXPIRES: 05-26-2025

DEVELOPER:

SARO PARTNERS, LLC,
a Texas limited liability company
By: Shawn Valk
Name: Shawn Valk, Manager
Date: 2-2-2022

STATE OF TEXAS
COUNTY OF ROCKWALL

BEFORE ME, above signed authority, on this day personally appeared, *Shawn Valk*, the owner of the *Developer's Property*, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the foregoing *Agreement* for the purposes and consideration therein expressed, in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 2 DAY OF March, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS: Annalyse Olson

MY COMMISSION EXPIRES: May 7, 2023

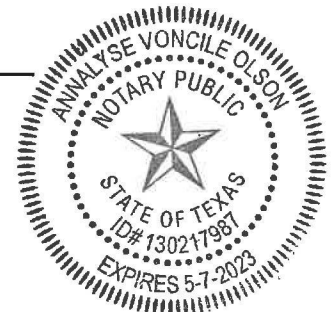
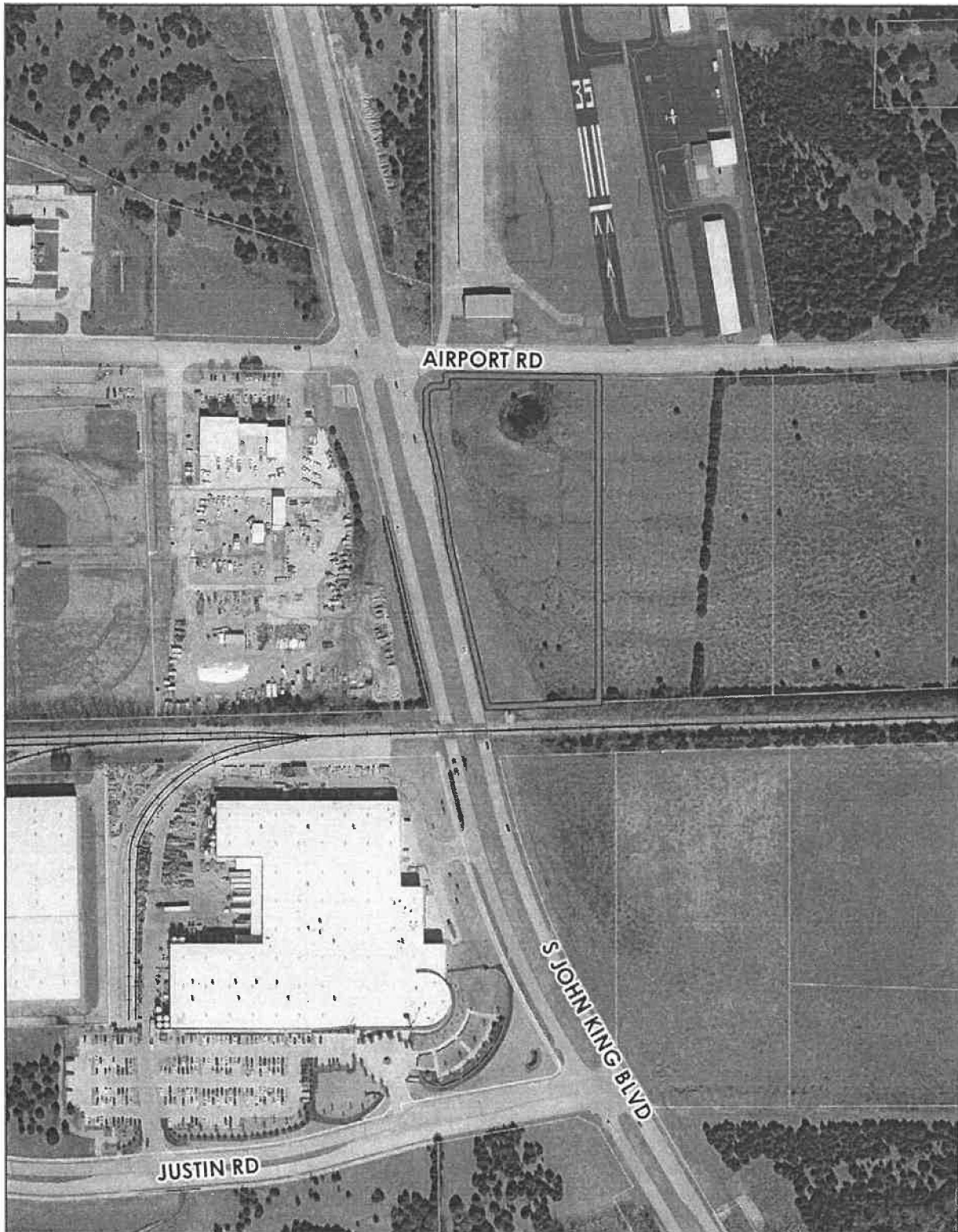


EXHIBIT 'A':
MAP OF THE CITY'S PROPERTY



EXHIBIT 'B':
MAP OF THE DEVELOPER'S PROPERTY



Filed and Recorded
Official Public Records
Jennifer Fogg, County Clerk
Rockwall County, Texas
03/08/2022 11:59:38 AM
\$58.00
20220000005160



Jennifer Fogg



CITY OF ROCKWALL

CITY COUNCIL CASE MEMO

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

PHONE: (972) 771-7745 • EMAIL: PLANNING@ROCKWALL.COM

TO: Mayor and City Council
DATE: October 3, 2022
APPLICANT: Ryan Miller; *City of Rockwall*
CASE NUMBER: P2022-050; *Final Plat for Lots 1 & 2, Block A, Boys and Girls Club of Rockwall Addition*

SUMMARY

Consider a request by the City of Rockwall for the approval of a Final Plat for Lots 1 & 2, Block A, Boys and Girls Club of Rockwall Addition being a 5.812-acre tract of land identified as Tract 9 of the M. B. Jones Survey, Abstract No. 122, Rockwall County, Texas, zoned Commercial (C) District, situated within the SH-205 By-Pass Overlay (SH-205 BY OV) District, located at the southwest corner of the intersection of John King Boulevard and FM-1141, and take any action necessary.

PLAT INFORMATION

- ☑ In accordance with the Chapter 380 Economic Development Agreement executed by the City of Rockwall on March 8, 2022, the City is requesting the approval of a Final Plat for a 5.812-acre parcel of land for the purpose of creating two (2) lots (*i.e. Lots 1 & 2, Block A, Boys and Girls Club Addition*) from a 5.812-acre tract of land (*i.e. Tract 9 of the M. B. Jones Survey, Abstract No. 122*). Based on the requirements of the agreement one (1) of the lots (*i.e. Lot 2, Block A*) -- being a 4.812-acre parcel of land -- will be swapped for a 5.07-acre tract of land (*i.e. Tract 2-06 of the D. Harr Survey, Abstract No. 102*) to facilitate the possible development of a new facility for the Boys and Girls Club of America. The remaining lot (*i.e. Lot 1, Block A*) along with the 5.07-acre tract of land (*i.e. Tract 2-06 of the D. Harr Survey, Abstract No. 102*) will be retained by the City of Rockwall.
- ☑ The subject property was annexed on May 19, 1986 by *Ordinance No. 86-37 [i.e. Case No. A1986-005]*. The remainder of the subject property was annexed on March 16, 1998 by *Ordinance No. 98-10 [i.e. Case No. A1998-001]*. At the time of annexation both portions of the subject property were zoned Agricultural (AG) District. In 2007-2008, the City of Rockwall acquired the subject property -- which was a portion of a larger 6.702-acre tract of land (*i.e. Tract 9 of the M. B. Jones Survey, Abstract No. 122*) -- for the future right-of-way of John King Boulevard. When John King Boulevard was constructed, the subject property was established in its current configuration. The subject property has remained vacant since its annexation. On February 7, 2022, the City Council approved a motion directing the City Manager to enter into a Chapter 380 Economic Development Agreement with the owner of the tract of land located at the southeast corner of the intersection of Airport Road and John King Boulevard for the purpose of swapping a portion of the subject property for his 5.07-acre tract of land (*i.e. Tract 2-06 of the D. Harr Survey, Abstract No. 102*) to facilitate the possible development of a future facility for Boys and Girls Club of America. This agreement was signed and executed by the City and Saro Partners, LLC on March 8, 2022. In accordance with this agreement, the City Council approved *Ordinance No. 22-20 [i.e. Case No. Z2022-011]* changing the zoning of the subject property from an Agricultural (AG) District to a Commercial (C) District on April 4, 2022.
- ☑ The surveyor has completed the majority of the technical revisions requested by staff, and this Final Plat -- conforming to the requirements for plats as stipulated by the Subdivision Ordinance in the Municipal Code of Ordinances -- is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.
- ☑ Conditional approval of this Final Plat by the City Council shall constitute approval subject to the conditions stipulated in the *Conditions of Approval* section below.
- ☑ With the exception of the items listed in the *Conditions of Approval* section of this case memo, this plat is in substantial compliance with the requirements of the Subdivision Ordinance in the Municipal Code of Ordinances.

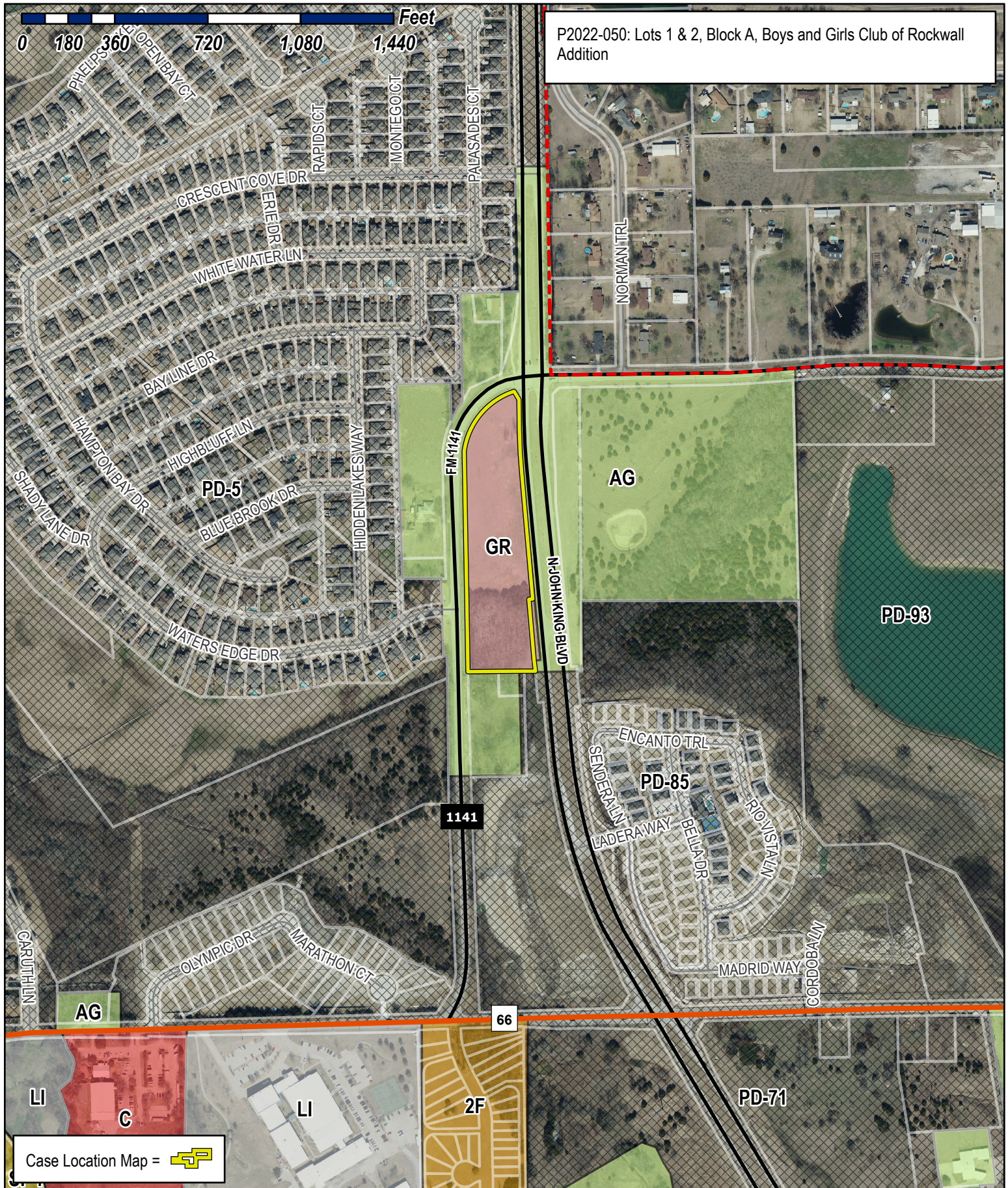
CONDITIONS OF APPROVAL

If City Council chooses to approve of the Final Plat for the *Lots 1 & 2, Block A, Boys and Girls Club of Rockwall Addition*, staff would propose the following conditions of approval:

- (1) All technical comments from City Staff (*i.e. Engineering, Planning and Fire Department*) shall be addressed prior to submittal of civil engineering plans;
- (2) Any construction resulting from the approval of this Final Plat shall conform to the requirements set forth by the Unified Development Code (UDC), the International Building Code (IBC), the Rockwall Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

PLANNING AND ZONING COMMISSION

On September 27, 2022, the Planning and Zoning Commission approved a motion to recommend approval of the Final Plat by a vote of 6-0, with Commissioner Welch absent.



P2022-050: Lots 1 & 2, Block A, Boys and Girls Club of Rockwall Addition

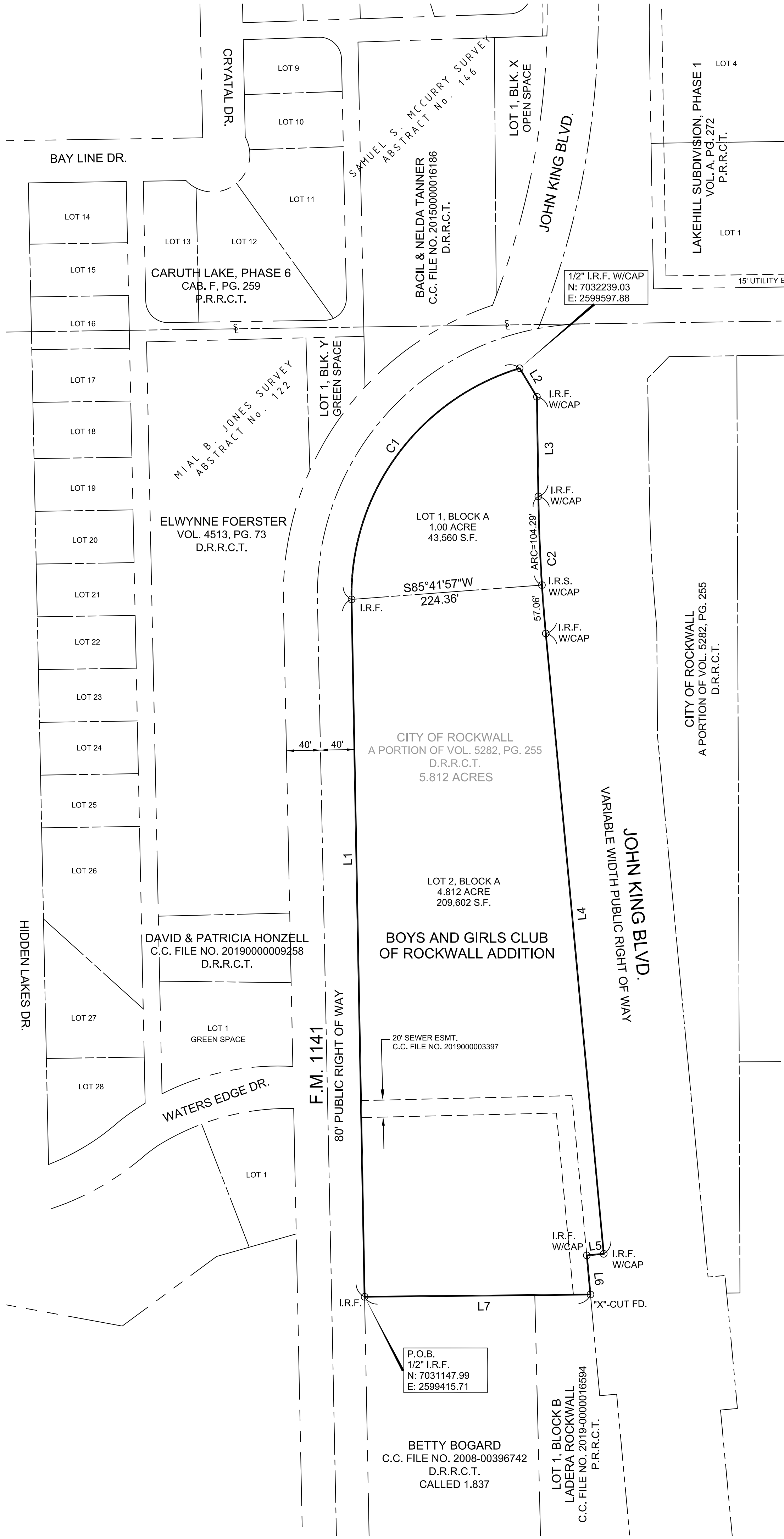


City of Rockwall

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

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





STATE OF TEXAS
COUNTY OF ROCKWALL

WHEREAS CITY OF ROCKWALL, BEING THE OWNER OF A TRACT OF land in the County of Rockwall, State of Texas, said tract being described as follows:

Being a 5.812 acre tract of land in the Mial B. Jones Survey, Abstract No. 122, City of Rockwall, Rockwall County, Texas, being a portion of a called 10.942 acre tract, described in deed to the City of Rockwall, recorded in County Clerk Number 2007-00389123, Deed Records of Rockwall County, Texas, being that portion of said deed lying west of John King Boulevard, a variable width public right of way, more particularly described as follows:

Beginning at a found one half inch iron rod being the southwest corner of said City of Rockwall tract, being the northwest corner of a called 1.837 acre tract, deeded to Betty Bogard, recorded in County Clerk Number 2008-00396742, Deed Records of Rockwall County, Texas, being on the east right of way line of FM 1141, a 80 foot wide public right of way;

THENCE North 01°04'21" West along said right of way line for a distance of 819.58 feet to a found one half inch iron rod, being the beginning of a tangent curve to the right;

THENCE northeasterly along said curve to the right with a radius of 278.39 feet, a central angle of 74°11'35", a chord bearing of North 36°01'27" East, a chord distance of 335.83 feet for an arc length of 360.49 feet to a found one half inch iron rod with cap "BW2";

THENCE South 31°09'51" East for a distance of 39.22 feet to a found one half inch iron rod with cap "BW2", being on the west right of way line of John King Boulevard, a variable width public right of way;

THENCE South 00°50'54" East along said right of way line for a distance of 117.04 feet to a found one half inch iron rod with cap "BW2", being on the beginning of a curve to the left;

THENCE southeasterly along said curve to the left, with a radius of 2,060.00 feet, a central angle of 4°29'16", a chord bearing of South 03°05'37" East, a chord distance of 161.31 feet, for an arc length of 161.35 feet to a found one half inch iron rod with cap "BW2";

THENCE South 05°20'14" East along said right of way line for a distance of 732.10 feet to a found one half inch iron rod with cap "BW2";

THENCE South 84°39'46" West along said right of way line for a distance of 20.00 feet to a found one half inch iron rod with cap "BW2";

THENCE South 05°20'14" East along said right of way line for a distance of 46.17 feet to a found "X" cut, being the southeast corner of said City of Rockwall tract, being the northeast corner of Lot 1, Block B of the Final Plat of Ladera Rockwall, recorded in County Clerk File No. 2019-0000016594, Plat Records of Rockwall County, Texas;

THENCE South 89°26'01" West along said common line for a distance of 265.40 feet to the Point of Beginning; CONTAINING 5.812 acres or 253,162 square feet of land more or less.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That I, Raul Dominguez Reyes, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my supervision in accordance with the platting rules and regulations of the City of Rockwall, Texas.

Raul Dominguez Reyes
Registered Professional Land Surveyor No. 5390

STATE OF TEXAS:
COUNTY OF: ROCKWALL

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Raul Dominguez Reyes, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC in and for the STATE OF TEXAS

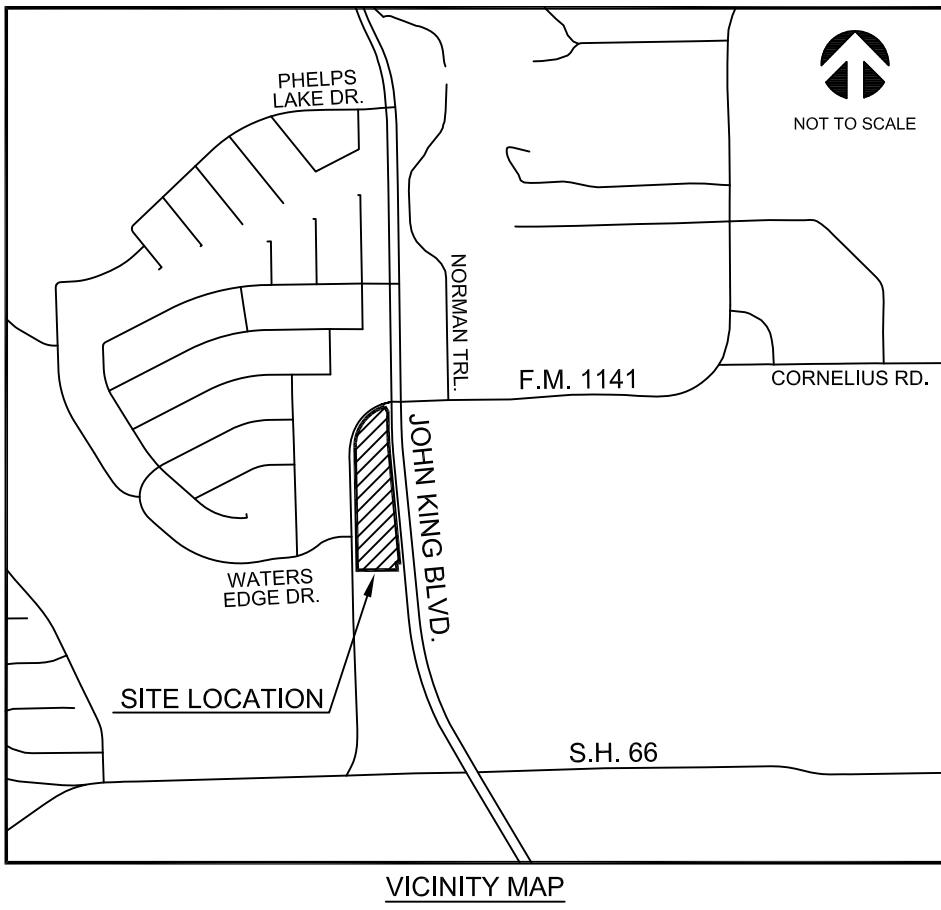
APPROVED:

I hereby certify that the above and foregoing plat of an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the _____ day of _____, 2022.

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

WITNESS OUR HANDS, this _____ day of _____, 2022.

Mayor, City of Rockwall City Secretary City Engineer



LEGEND:

P.O.B. = POINT OF BEGINNING

ESMT. = EASEMENT

I.R.F. = IRON ROD FOUND

I.R.S. = IRON ROD SET

P.R.R.C.T. = PLAT RECORDS ROCKWALL COUNTY TEXAS

D.R.R.C.T. = DEED RECORDS ROCKWALL COUNTY TEXAS

PARCEL CURVE DATA					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	BEARING
C1	360.49'	278.39'	74°11'35"	335.83'	N36°01'27"E
C2	161.35'	2060.00'	4°29'16"	161.31'	S03°05'37"E

STATE OF TEXAS
COUNTY OF ROCKWALL

WE the undersigned owners of the land shown on this plat, and designated herein as the FINAL PLAT BOYS AND GIRLS CLUB OF ROCKWALL ADDITION, LOT 1 AND LOT 2, BLOCK A to the City of Rockwall, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. We further certify that all other parties who have a mortgage or lien interest in the BOYS AND GIRLS CLUB OF ROCKWALL, LOT 1 AND LOT, BLOCK A have been notified and signed this plat.

We understand and do hereby reserve the easement strips shown on this plat for the purposes stated and for the mutual use and accommodation of all utilities desiring to use or using same. We also understand the following;

1. No buildings shall be constructed or placed upon, over, or across the utility easements as described herein.
2. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of their respective system on any of these easement strips; and any public utility shall at all times have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone.
3. The City of Rockwall will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in the subdivision.
4. The developer and subdivision engineer shall bear total responsibility for storm drain improvements.
5. The developer shall be responsible for the necessary facilities to provide drainage patterns and drainage controls such that properties within the drainage area are not adversely affected by storm drainage from the development.
6. No house dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until the developer and/or owner has complied with all requirements of the Subdivision Regulations of the City of Rockwall regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets with the required base and paving, curb and gutter, water and sewer, drainage structures, storm structures, storm sewers, and alleys, all according to the specifications of the City of Rockwall; or

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

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

CITY OF ROCKWALL

BY: _____

STATE OF TEXAS:
COUNTY OF: ROCKWALL

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Raul Dominguez Reyes, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC in and for the STATE OF TEXAS

General Notes:

1) It shall be the policy of the City of Rockwall to withhold issuing building permits until all streets, water, sewer and storm drainage systems have been accepted by the City. The approval of a plat by the City does not constitute any representation, assurance or guarantee that any building within such plat shall be approved, authorized or permit therefore issued, nor shall such approval constitute any representation, assurance or guarantee by the City of the adequacy and availability for water for personal use and fire protection within such plat, as required under Ordinance 83-54.

2) Property owner shall be responsible for maintaining, repairing, and replacing all systems within the drainage and detention easements

3) Bearings and coordinates shown are based on Texas State Plane Coordinate System, North Central Zone, (4202), North American Datum of 1983on grid coordinate values, no scale, no projection.

4) The surveyor has made no investigations or independent search for easements, encumbrances, or any other facts that an accurate and current title search may disclose.

PRELIMINARY REVIEW ONLY

CITY PROJECT NUMBER: ---
FINAL PLAT
LOT 1 AND LOT 2, BLOCK A
BOYS AND GIRLS CLUB OF ROCKWALL ADDITION
AN ADDITION TO THE CITY OF ROCKWALL
ROCKWALL COUNTY, TEXAS
BEING 253,162 S.F. OR 5.812 ACRES OF LAND
SITUATED IN THE
MIAL B. JONES SURVEY, ABSTRACT NO. 122

OWNER/APPLICANT
CITY OF ROCKWALL PLANNING AND ZONING DEPARTMENT
385 S. GOLIAD STREET
ROCKWALL, TEXAS 75087
CONTACT: RYAN C. MILLER, AICP
972-772-6441

SURVEYOR/ENGINEER

SPI
SCHAUMBURG & POLK, INC.

1919 S. Shiloh Road
Suite 500, L.B. 27
Garland, Texas 75042
RUDY REYES, R.P.L.S.
(972) 864-8200 (T) (972) 864-8220 (F)
Firm Registration No. 1002200

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

This **CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT** (hereinafter referred to as the *Agreement*) is entered into by and between the **CITY OF ROCKWALL, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the *City*) and **SARO PARTNERS, LLC** [a Texas limited liability company], (hereinafter referred to as the *Developer*). The *City* and *Developer* are collectively referred to in this *Agreement* as the *Parties*.

WHEREAS, the *City* owns approximately 4.18-acre tract of land (i.e. *Tract 9 of the M. B. Jones Survey, Abstract No. 122*) -- depicted in Exhibit 'A' attached hereto and incorporated herein for all purposes (the *City's Property*), which is part of a larger portion of a 5.702-acre tract of land in the City of Rockwall located at the southwest corner of John King Boulevard and FM-1141; and

WHEREAS, the *Developer* owns approximately 5.07-acre tract of land (i.e. *Tract 2-06 of the D. Harr Survey, Abstract No. 102*) -- depicted in Exhibit 'B' attached hereto and incorporated herein for all purposes (the *Developer's Property*), which is in the City of Rockwall at the southeast corner of Airport Road and John King Boulevard; and

WHEREAS, the *Developer's Property* is located in the Airport Runway Protection Zone of the Ralph Hall Municipal Airport, which limits the type of development that can be developed on the *Developer's Property*, including the development of an assembly type land use (i.e. *the Boys and Girls Club*); and

WHEREAS, the *Developer* has offered to exchange the *Developer's Property* for the *City's Property* in order to allow for the development of a Boys and Girls Club facility (the *Project*) based on the agreed to terms of an executed **CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT** between the *City* and the *Developer*; and

WHEREAS, the *City* has determined that the development of the *Project* will be a benefit to the *City* and will promote economic development in the area; and

WHEREAS, in accordance with Section 52-a, *Programs and Loans or Grants of Public Money for Economic Development*, of Article 3, *Legislative Department*, of the Texas Constitution and Section 380.001 of the Texas Local Government Code, the *City* has established a program to provide for the administration of programs to promote state or local economic development and to stimulate business and commercial activity in the *City*; and

WHEREAS, to ensure that the benefits the *City* provides under this *Agreement* are utilized in a manner consistent with Section 52-a, *Programs and Loans or Grants of Public Money for Economic Development*, of Article 3, *Legislative Department*, of the Texas Constitution and Chapter 380, *Miscellaneous Provisions Relating to Municipal Planning and Development*, of the Texas Local Government Code, the *Developer* has agreed, to receive such benefits, to cooperate with the *City* in the design and construction of certain public improvements; and

WHEREAS, the *City* acknowledges that the provisions of this *Agreement* substantially advance a legitimate interest of the *City* by providing public infrastructure, expanding the tax base of the *City* and promoting economic development.

NOW, THEREFORE, for and in consideration of the above recitals and the terms and conditions set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the *City* and the *Developer* hereby agree as follows:

(1) PROJECT.

(A) Jurisdiction. The design, specifications and ordinances for the *Project* applicable in the City of Rockwall shall apply to the *Project*, except where the City of Rockwall City Council concurs in writing the application of differing requirements and specifications.

(B) Property for the Project. The *City Property* for the *Project* consists of a 4.18-acre tract of land (i.e. *Tract 9 of the M. B. Jones Survey, Abstract No. 122*) -- depicted in Exhibit A attached hereto and incorporated herein for all purposes,

which is part of a larger portion of a 5.702-acre tract of land in the City of Rockwall located at the southwest corner of John King Boulevard and FM-1141.

(C) Conditions Precedent. This *Agreement* and the *Developer's* obligation to execute the *Project* are subject to the following conditions:

- (I) The *City* will initiate zoning procedures to rezone the *City's Property* from an Agricultural (AG) District to a Commercial (C) District. This zoning change would be in accordance with the *City's Future Land Use Map* contained in the *OURHometown Vision 2040 Comprehensive Plan*, and would allow the requested land uses (*i.e. a Daycare with Seven [7] or More Children/Office*) needed for the *Project*.
- (II) Upon the zoning being approved on the *City's Property*, the *City* and *Developer* will legally document the exchange of the *City's Property* for the *Developer's Property*. This exchange of property will secure a portion of the Airport Runway Protection Zone of the Ralph Hall Municipal Airport.
- (III) Once the *Developer* is in possession and has acquired ownership of the *City's Property*, the Boys and Girls Club will have 36-months from the date of the exchange of property to begin developing the *City's Property* with the *Project*. Once the *Project* has commenced, *Developer* shall have 24-months to complete the *Project*.

(D) Return of City Property. Should the *Project* fail to commence within 36-months from the date the exchange of the property or if the *Parties* do not extend the term to commence the *Project*, the *Developer* will reconvey the *City's Property* back to the City of Rockwall at no cost to the *City* and the *City* will reconvey the *Developer's Property* back to the *City* at no cost to the *Developer*. If the *City* returns the *Property* to *Developer*, *Developer* must comply with the regulations of the Airport Runway Protection Zone on any future development of the returned *Developer's Property*.

(E) Plans and Approvals. The *Developer* shall be responsible for pursuing and obtaining the necessary plats, site plan approvals and all other approvals and permits required from the *City* which are necessary for construction of the improvements for the development for the *Project* as well as all occupancy and use permits required to allow the development and occupancy of the *Project*.

(F) Construction. If sufficient funds are raised to proceed with the *Project*, the *Developer* shall require its construction contractor(s) to construct the *Project* in a good and workmanlike manner and in substantial accordance with the approved plans and specifications and shall diligently pursue the construction of the *Project* until it is completed. The *City* shall have the right to inspect the *Project* to confirm compliance with the approved plans and specifications and applicable *City* codes.

(2) DEFAULT.

(A) Notice and Opportunity to Cure. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of 30-days after receipt by such party of notice of default from the other party. Upon the passage of 30-days without cure of the default, such party shall be deemed to have defaulted for purposes of this *Agreement*, unless such party has commenced to cure such default and is prosecuting the same with reasonable diligence. Notwithstanding the foregoing, commencement of cure, with reasonable diligence, shall only prevent a party from being in default for 60-days after notice was received and a cure had not been achieved unless the non-defaulting party agrees to allow the defaulting party additional time to cure the default.

(B) Remedies. In the event of a default not cured within the time period set forth herein, the non-defaulting party may, as its sole and exclusive remedy, terminate this *Agreement* or seek injunctive relief of other equitable relief, including, without limitation, specific performance, to enforce the terms of this *Agreement*. Notwithstanding the foregoing, if injunctive or other equitable relief is barred by governmental immunity, then the *Developer* may pursue all other legal and equitable remedies that are not barred by governmental immunity; however, in no event shall a non-defaulting party be entitled to an award of damages or any other monetary relief. The foregoing remedies shall not be applicable to the facts set forth in Section (1)(D) above and the remedy set forth in such Section shall be the exclusive remedy of the *City* and the *Developer* for the facts set forth in that Section.

- (C) Attorney's Fees. In the event that the *Developer* and the *City* fail to resolve a dispute and become involved in litigation with regard to breach of or dispute arising out of this *Agreement*, the prevailing *Party* shall be entitled to be paid its reasonable attorneys' fees and court costs.

(3) DISPUTE RESOLUTION.

- (A) If a dispute arises out of or relates to this *Agreement* or the breach thereof, the *Parties* shall first in good faith seek to resolve the dispute through negotiation between the upper management of each respective *Party*. If such dispute cannot be settled through negotiation, the *Parties* agree to try in good faith to settle the dispute by mediation under the *Commercial Mediation Rules of the American Arbitration Association*, Dallas, Texas, before resorting to litigation, or some other dispute resolution procedure; provided that a *Party* may not invoke mediation unless it has provided the other *Party* with written notice of the dispute and has attempted in good faith to resolve such dispute through negotiation. Notwithstanding the foregoing, any *Party* may seek immediate equitable relief, without attempting to settle a dispute through mediation, in any case where such *Party* is entitled to equitable relief by law, the terms of the *Agreement*, or otherwise. All costs of negotiation, mediation, and arbitration collectively known as Alternate Dispute Resolution (ADR) shall be assessed equally between the *City* and *Developer* with each party bearing their own costs for attorneys' fees, experts, and other costs of ADR and any ensuing litigation.

(4) GENERAL PROVISIONS.

- (A) INDEMNIFICATION. THE *DEVELOPER* AGREES TO DEFEND, INDEMNIFY AND HOLD THE *CITY* AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY THE *CITY*) HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, DEMANDS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES AND ANY CAUSE OF ACTION OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE *CITY* DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO *DEVELOPER'S* ACTIVITIES UNDER THIS *AGREEMENT*, INCLUDING ANY ACTS OR OMISSIONS OF *DEVELOPER'S* AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR CONTRACTOR OF THE *DEVELOPER*, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS *AGREEMENT*. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE *CITY*, ITS OFFICERS OR EMPLOYEES, IN INSTANCES WHERE SUCH NEGLIGENCE IS THE SOLE CAUSE OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE.
- (B) THE PROVISIONS OF THE ABOVE SECTIONS ARE SOLELY FOR THE BENEFIT OF THE *PARTIES* HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT BEING THE INTENTION OF THE *PARTIES* THAT THE *DEVELOPER* SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY AMOUNTS PAID TO THE *DEVELOPER* HEREIN THAT INCLUDES CITY SALES TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WAS ERRONEOUSLY PAID, DISTRIBUTED OR ALLOCATED TO THE *CITY*.
- (C) Mutual Assistance. The *City* and the *Developer* will do all things and execute all documents reasonably necessary or appropriate to carry out the terms and provisions of this *Agreement* and to aid and assist each other in carrying out such terms and provisions.
- (D) Inconsistencies. Where any inconsistency exists between this *Agreement* and other provisions of subsequent collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this *Agreement* shall control.
- (E) Rule of Construction. The *Parties* hereto acknowledge that each party and its legal counsel have reviewed and revised this *Agreement*, and the *Parties* hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this *Agreement* or any amendments hereto.

(F) Independent Contractors and Immunity.

- (I) It is expressly understood and agreed by all *Parties* hereto that in performing their services hereunder, the *Developer* at no time will be acting as an agent of the *City* and that all consultants or contractors engaged by the *Developer* respectively will be independent contractors of the *Developer*; and nothing contained in this *Agreement* is intended by the *Parties* to create a partnership or joint venture between the *Parties* and any implication to the contrary is hereby expressly disavowed. The *Parties* hereto understand and agree that the *City* will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by the *Developer* respectively under this *Agreement*, unless any such claims are due to the fault of the *City*.
 - (II) By entering into this *Agreement*, the *Parties* do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign or official immunity by the *City* with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.
 - (III) No employee of the *City*, or any councilmember or agent of the *City*, shall be personally responsible for any liability arising under or growing out of this *Agreement*.
- (G) Invalidity. If any provision of this *Agreement* is held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. The *Parties* shall use their best efforts to replace the respective provision or provisions of this *Agreement* with legal terms and conditions approximating the original intent of the *Parties*.
- (H) Written Notice. All notices from one party to the other must be in writing and are effective upon receipt when mailed to or hand delivered as follows:

CITY: City of Rockwall
Attention: Mary Smith, *City Manager*
385 S Goliad Street
Rockwall, Texas 75087

CITY CC: Davidson Troilo Ream & Garza
Attention: Frank Garza, *City Attorney*
601 NW Loop 410 Suite 100
San Antonio, Texas 78216

DEVELOPER: Saro Partners, LLC
Attention: Shawn Valk
1450 T. L. Townsend Drive, Suite 100
Rockwall, Texas 75087

DEVELOPER CC: Holmes Firm PC
Attention: Ronald L. Holmes
14241 Dallas Parkway, Suite 800
Dallas, Texas 75254

NOTE: Either party may change its business address by providing at least 30 calendar days written notice to the other party of such change.

- (I) Entire Agreement. It is understood that this *Agreement* and the *Exhibits* contain the entire agreement between the *Parties* and supersedes any and all prior agreements, arrangements, statements, promises, inducements, or understandings, whether oral or written, between the *Parties* relating to the subject matter. This *Agreement* cannot be

changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this *Agreement*, shall affect or modify any of the terms or obligations hereunder.

- (J) Amendment. No amendment to this *Agreement* shall be effective and binding unless and until it is reduced to writing, approved by the City Council, and signed by duly authorized representatives of both *Parties*.
- (K) Choice of Law and Forum Selection. This *Agreement* shall be governed, enforced and construed in accordance with laws of the State of Texas. Any and all contested matters arising out of this *Agreement* in any way shall be brought in the courts of Rockwall County, Texas, United States of America.
- (L) Authority. The *Developer* hereby certifies, represents, and warrants that the execution of this *Agreement* is duly authorized and adopted in conformity with its governing documents. The *City* hereby certifies, represents, and warrants that the execution of this *Agreement* is duly authorized and adopted in conformity with the *City* charter and ordinances. The *City's* execution of this *Agreement* is authorized by Chapter 380, *Miscellaneous Provisions Relating to Municipal Planning and Development*, of the Texas Local Government Code and constitutes a valid and binding obligation of the *City*. The *City* acknowledges that the *Developer* is acting in reliance upon the *City's* performance of its obligations under this *Agreement* in making the decision to commit substantial resources and money to the construction of the *Project*.
- (M) Assignment. The *Developer's* rights and obligations under this *Agreement* may be assigned by the *Developer* provided such assignment receives prior written approval of the City Council of the City of Rockwall, not to be unreasonably withheld, conditioned, delayed, or denied. Notwithstanding the foregoing, the *Developer* may, without the *City's* approval, assign any credits accruing to the *Developer* under this *Agreement*.
- (N) Waiver. Failure of either party, at any time, to enforce a provision of this *Agreement* shall in no way constitute a waiver of that provision nor in any way affect the validity of this *Agreement*, any part hereof, or the right of the *City* or the *Developer* thereafter to enforce each and every provision hereof. No term of this *Agreement* shall be deemed waived unless the waiver is in writing and signed by the party claimed to have waived such term. Furthermore, any consent to or waiver of a breach will not constitute consent to, waiver of, or excuse of any other different or subsequent breach.
- (O) Force Majeure. If performance of this *Agreement* or any obligation under this *Agreement* is prevented, restricted, or interfered with by causes beyond either party's reasonable control (*Force Majeure*), then the obligations of the party invoking this provision will be suspended to the extent necessary by such event. Events constituting *Force Majeure* include without limitation: acts of God, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or similar occurrence, orders or acts of military or civil authority, national emergencies, insurrections, riots, wars, strikes, lock-outs, or work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents or affiliates.
- (P) Agreement Acknowledged. The *Parties* acknowledge that they have read, understand and intend to be bound by the terms and conditions of this *Agreement*.
- (Q) Multiple Originals. This *Agreement* may be executed in multiple originals.
- (R) Construction. This *Agreement* shall be construed without the aid of any canon or rule of law requiring interpretation against the party drafting or causing the drafting of this *Agreement* or the portions of this *Agreement* in question.
- (S) Incorporation of Recitals. Any recitals in this *Agreement* are represented by the *Parties* to be accurate and constitute a part of the *Agreement*.
- (T) Effective Date. The effective date of this *Agreement* is the last signature date below (the *Effective Date*).

[SIGNATURE PAGES TO FOLLOW]

EXECUTED as of the dates indicated below in multiple originals:

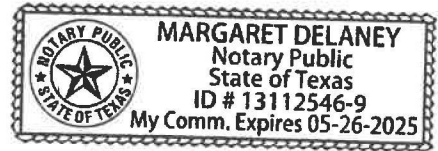
CITY:

CITY OF ROCKWALL, TEXAS,
a Texas home-rule municipality

By: Mary Smith
Name: Mary Smith
Title: City Manager
Date: 3/8/2022

ATTEST:

By: Kristy Cole
Name: Kristy Cole
Title: City Secretary
Date: 03/08/2022



STATE OF TEXAS
COUNTY OF ROCKWALL

This instrument was acknowledged before me on the 8th day of March, 2022, by Mary Smith, the City Manager of the City of Rockwall, a Texas municipal Corporation on behalf of such municipality.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 8th DAY OF March, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS: Margaret Delaney

MY COMMISSION EXPIRES: 05-26-2025

DEVELOPER:

SARO PARTNERS, LLC,
a Texas limited liability company
By: Shawn Valk
Name: Shawn Valk, Manager
Date: 2-2-2022

STATE OF TEXAS
COUNTY OF ROCKWALL

BEFORE ME, above signed authority, on this day personally appeared, *Shawn Valk*, the owner of the *Developer's Property*, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the foregoing *Agreement* for the purposes and consideration therein expressed, in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 2 DAY OF March, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS: Annalyse Olson

MY COMMISSION EXPIRES: May 7, 2023

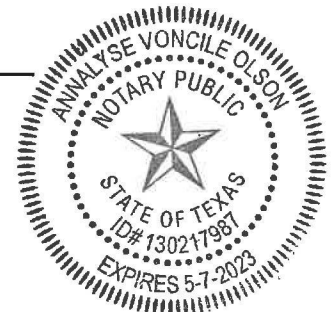
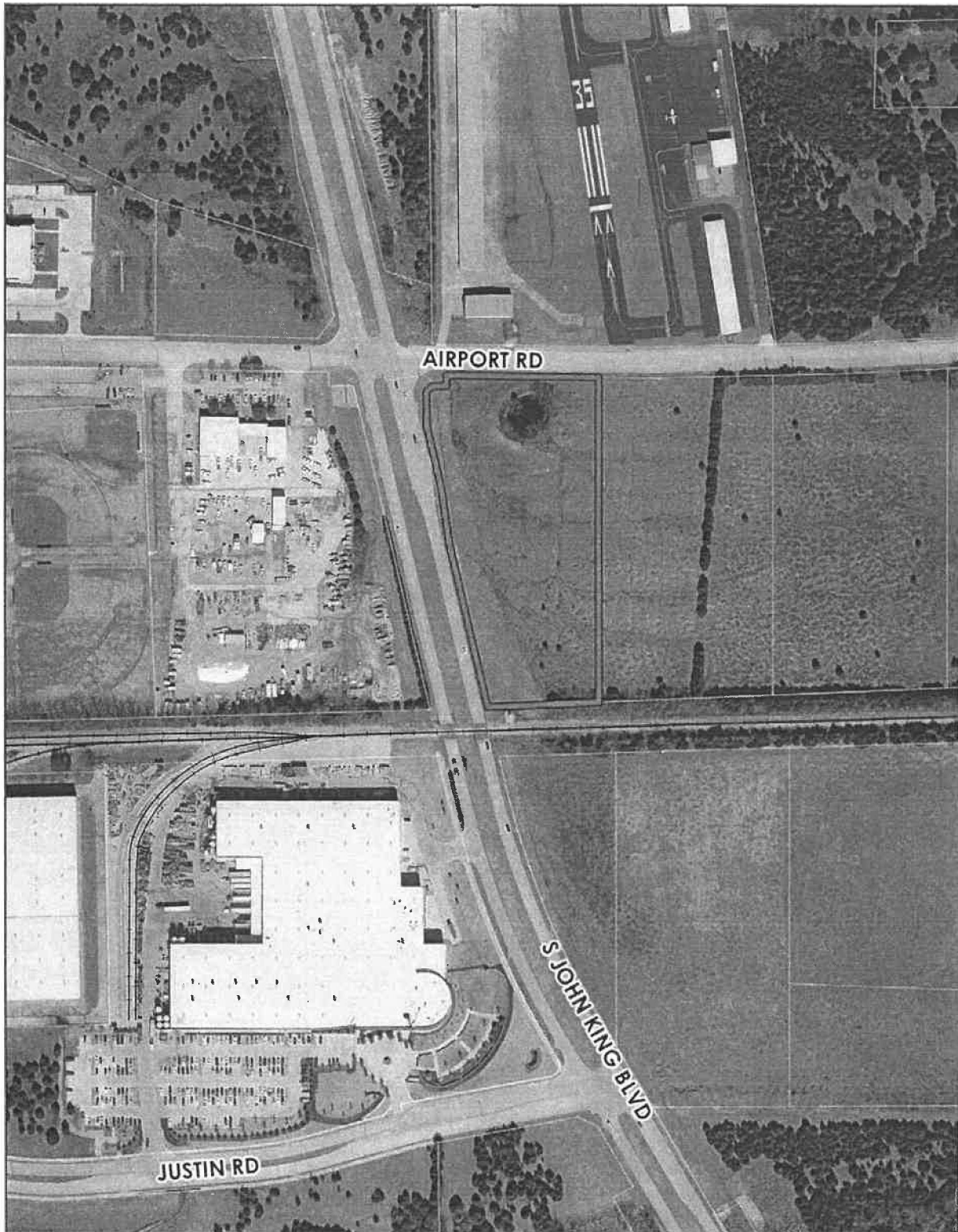


EXHIBIT 'A':
MAP OF THE CITY'S PROPERTY



EXHIBIT 'B':
MAP OF THE DEVELOPER'S PROPERTY



Filed and Recorded
Official Public Records
Jennifer Fogg, County Clerk
Rockwall County, Texas
03/08/2022 11:59:38 AM
\$58.00
20220000005160



Jennifer Fogg



October 6, 2022

TO: Ryan Miller
City of Rockwall
385 S. Goliad
Rockwall, TX 75087

FROM: Angelica Guevara
City of Rockwall Planning and Zoning Department
385 S. Goliad Street
Rockwall, TX 75087

SUBJECT: P2022-050; *Final Plat* for Lots 1 & 2, Block A, Boys and Girls Club of Rockwall Addition

To Whom It May Concern:

This letter serves to notify you that the above referenced platting case that you submitted for consideration by the City of Rockwall was approved by the City Council on October 3, 2022.

Planning and Zoning Commission

On September 27, 2022, the Planning and Zoning Commission approved a motion to approve the *Final Plat* by a vote of 6-0, with Commissioner Welch absent.

City Council

On October 3, 2022, the City Council approved a motion to approve the *Final Plat* by a vote of 7-0.

Prior to submitting the required materials for filing, please send or submit a physical or digital copy of the plat to allow staff to ensure that all outstanding comments have been addressed. Once staff has verified all comments have been addressed you will be required to submit -- *at a minimum* -- the following:

- (1) One (1) set(s) of mylar copies of the plat.
- (2) One (1) tax certificate for each property being platted that demonstrates that the current years taxes have been paid.
- (3) A check for the filing fees (confirm fees with staff) made out to the *Rockwall County Clerk's Office*.

Please note that the filling fee amount above is only an estimate and that filing fees are subject to change based on the requirements of the *Rockwall County Clerk's Office*. In addition, if you are submitting mylars between *September 1st* and *December 31st*, you will be required to submit the current year's tax receipt showing that all assessed taxes have been paid. If taxes have not been assessed on the property being platted, a statement/letter from the *Rockwall Central Appraisal District (RCAD)* and an additional \$4.00 filing fee will be required to be submitted to staff.

All plats must be submitted to the City with the required filing fees and tax certificates a maximum of 180-days from the approval date. Failure to adhere to this deadline, will result in the plat being expired in accordance with the requirements of Chapter 38, *Subdivisions*, of the Municipal Code of Ordinances. Should you have any questions or concerns regarding your plat or the platting process, please feel free to contact me a (972) 772-6438.

Sincerely,

Angelica Guevara
Planning Coordinator