

**COMPROMISE SETTLEMENT AGREEMENT AND
MUTUAL RELEASE OF ALL CLAIMS**

THIS COMPROMISE SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS (the "Agreement") is made by and between The Cambridge Companies, Inc., Trustee on behalf of Garrett-Poindexter Associates and Rockwall South Associates, Ltd. (collectively, "Cambridge"), and the City of Rockwall, Texas ("City" or "Rockwall"); collectively referred to as the "Parties" to this Agreement.

I.

RECITALS

1. Cambridge owns certain real property (collectively, the "Property") located in the City of Rockwall, Rockwall County, Texas. The legal description of the Property is attached hereto and incorporated herein by reference as Exhibit "A".

2. The Property is currently zoned within the City PD-10 pursuant to City of Rockwall Ordinance Number 74-32 ("PD-10"). The Property is identified within PD-10 as Tract Numbers 4, 5 and 6 (herein so called, as applicable).

3. On August 15, 2003, Cambridge attempted to file certain applications for development approval, including a preliminary plat and site plan, applicable to Tract Number 4 of the Property, as designated within PD-10, which applications were not accepted for submittal by the City as a result of the City's imposition of a development moratorium (the "Moratorium").

4. Cambridge disputes the validity of the Moratorium and asserts that the City was required to accept and approve its development applications based on the existing zoning of the



Property as set forth in PD-10. The City asserts the validity of the Moratorium and denies that it was required to accept the development applications submitted to it by Cambridge.

5. The City asserts that the current zoning classifications for Tract Numbers 4, 5 and 6 are too intensive and are inconsistent with the City's adopted Comprehensive Plan. Cambridge asserts the validity and appropriateness of the current zoning for the Property, and that a change in zoning constitutes deprivation of the Property's economically viable use. The City disputes these contentions.

6. The Parties also desire to resolve any potential disputes that may arise during development of the Property concerning their right-of-way and construction obligations in connection with the construction of the 205 Bypass and S.H. 276 realignment in the vicinity of the Property. The Parties agree and acknowledge that Cambridge is not the owner of the land subject to right-of-way acquisition for the 205 Bypass/I.H. 30 interchange.

7. The Parties understand and agree that the claims asserted by them are in dispute and that they desire to settle such dispute by compromise to avoid the uncertainties, inconvenience and expense of litigation and to buy peace.

II.

For and in consideration of the recitals set forth above and the covenants and undertakings hereinafter contained, it is agreed by and among the Parties that all disputes between the City and Cambridge concerning the Property shall be settled and compromised upon all of the following terms and conditions:

1. Except as hereinafter expressly provided to the contrary, the Parties do hereby **RELEASE AND FOREVER DISCHARGE** each other, their elected or appointed officials,

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including, expressly, members of the City Council and the City Planning and Zoning Commission, representatives, departments, partners, agents, servants, employees, attorneys, heirs, executors, administrators, lienholders, successors and assigns, jointly and severally, each and all of them, whether acting in their official or individual capacities, of and from any and all claims, demands, damages, (pecuniary and non-pecuniary), actions, causes of actions, attorneys' fees, expenses, court costs, compensations and all consequential or punitive damages, of whatever kind or nature, whether heretofore or hereafter accruing or whether now known or not known to the Parties, including without limitation, all causes of action which Cambridge may have against the City for violation of statutory, common law, or constitutional duties or obligation allegedly owed to or deprivation of vested right or property rights acquired by Cambridge, in any way directly or indirectly related to adoption of or application of its development regulations, including, but not limited to, the Zoning Regulations and the Subdivision Regulations to the Property prior to the effective date of this Agreement, and expressly including approval of the Zoning Applications described in paragraph 2, Part II of this Agreement, that are applied to the Property hereinafter. Such claims compromised and settled expressly include, but are not limited to, all those matters set forth in the recitals identified above, together with any claims for damages based upon state or federal law or constitutional provision, and arising out of the same events.

2. The City shall accept Cambridge's applications for zoning amendments and zoning map changes (collectively, the "Zoning Applications") at its February 16, 2004 meeting as follows: (i) amendments to the zoning map classifications for Tract Numbers 4 and 5 of PD-10 in accordance with the PD Preliminary Plan attached hereto as Exhibit "B" and made a part hereof, and to the use regulations and development standards applicable to Tract Numbers 4 and 5 of PD-10, in accordance

with the PD Design Standards attached hereto as Exhibit "C" and made a part hereof; and (ii) an amendment to the zoning map classification for Tract Number 6 of PD-10 from the current multi-family zoning to townhouse zoning under PD-10 subject to the development standards applicable to Tract 6 in accordance with the PD Design Standards attached hereto as Exhibit "C". Cambridge also hereby consents to amendments to the City's Comprehensive Plan so as to render its Zoning Applications consistent with the Plan. The City shall process the Zoning Applications in the ordinary course of its zoning process and agrees to consider Cambridge's request to be released from the Moratorium solely as to the Zoning Applications at its February 16, 2004 Council meeting. In the event that the City grants a release from the Moratorium for the Zoning Applications, Cambridge expressly agrees that it shall not use the fact of release or any related finding or representation as to the grounds for such release to substantiate or otherwise aid in prosecution of any claim that may subsequently arise if the City fails to approve the Zoning Applications or if this Agreement otherwise is deemed null and void, and further agrees that approval of the applications by the City shall not constitute the approval of a permit for the Property. The Parties agree that the 205 and S.H. 276 Overlay District design standards may be applied to development of the Property for non-residential uses only substantially in the form contained in Exhibit "D", which is attached hereto and made a part hereof by reference, and that the City's current PD procedures will govern subsequent development of the Property. The 205 and S.H. 276 Overlay District design standards shall not apply to development of the Property for residential uses.

3. Within six (6) months after the execution of this Agreement by Cambridge, the City shall finalize the right-of-way alignment for the 205 Bypass, a planned 6-lane thoroughfare, in the vicinity of Tract Numbers 4 and 5 of the Property ("R.O.W."). For purposes of defining the

obligations of Cambridge to dedicate the R.O.W., such obligation shall be substantially as depicted in Exhibit "E", attached hereto and made a part hereof by reference. Within thirty (30) days after the legal descriptions of the R.O.W. are prepared by the City and approved by Cambridge, Cambridge shall convey the R.O.W. to the City by special warranty deed substantially as depicted in Exhibit "E". The Parties recognize that a portion of the land to be dedicated as provided above lies within the land immediately adjacent to Tract Number 4 to the north thereof (the "Northern Tract"), which Northern Tract is also owned by Cambridge.

4. Except as expressly authorized by this Agreement, Cambridge will not be required to contribute to the cost of the 205 Bypass through Tract Number 4 of the Property or the Northern Tract. Cambridge shall be required to pay for the cost of constructing a maximum of two (2) lanes of the 205 Bypass for the length of the R.O.W. through Tract Number 4 of the Property and through the Northern Tract (but not within the area designated for the 205 Bypass/I.H. 30 interchange, which is not owned by Cambridge).

a. For purposes of this Agreement, the estimated cost of constructing the initial two (2) lanes of the 205 Bypass shall be \$885,000 (the "Cost of Improvements"). The City will be responsible for the balance of the cost for the 205 Bypass and for all costs associated with the S.H. 276 realignment. Furthermore, the City shall also pay one hundred percent (100%) of the costs of (i) the engineering (including the required flood study) for the 205 Bypass (including the bridge structure) through Tract Number 4 of the Property and through the Northern Tract (but not within the area designated for the 205 Bypass/I.H. 30 interchange, which is not owned by Cambridge) and (ii) constructing the bridge structure over the creek within the Property, for the area identified in Exhibit "E".



Notwithstanding the foregoing, within 30 days of written notice from the city that it intends to begin the design of the 205 Bypass, or upon Cambridge's election to commence the engineering of the 205 Bypass, whichever occurs first, Cambridge will contribute and/or advance, as applicable, the cost of the engineering for the full width of the 205 Bypass (including the bridge structure) through Tract 4 of the Property and through the Northern Tract (but not within the area designated for the 205 Bypass/I.H. 30 interchange, which is not owned by Cambridge), and may, but shall not be obligated to, advance the cost of the flood study. If the City receives grant funds for the construction of any portion of the 205 Bypass, the City shall first reimburse Cambridge for the cost incurred and/or advanced, as applicable, by Cambridge for the engineering of the 205 Bypass, together with, if applicable, the cost incurred by Cambridge for the flood study, which reimbursement shall occur promptly after any such grant funds are made available to the City. Subject to the City's approval of the plans and specifications therefor, Cambridge may construct a portion of the length, or the entire length, of 2 lanes of the 205 Bypass pending the installation by the City of the other 2 lanes thereof. As provided in subclause (b) below, Cambridge shall be credited against its contribution requirement for any such construction as aforesaid.

b. No later than the date which is two (2) days prior to commencement of construction of any portion of any Parcel of Tract Number 4 of the Property, except Parcel D, as shown on Exhibit "B", Cambridge shall deposit funds in escrow, to be dedicated by the City exclusively for construction of the 205 Bypass through Tract Number 4 of the Property, for the Cost of Improvements attributable to the entire Parcel being partly or wholly developed, calculated as follows. The amount of the escrow deposit shall be determined as the ratio of the length abutting the 205 Bypass of the Parcel being partly or wholly developed

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to the total length of the Bypass through Tract Number 4, multiplied by the Cost of Improvements, in accordance with standard City practices. Cambridge may construct authorized improvements for the 205 Bypass in accordance with City standards, for which Cambridge shall be credited against the requirements in this section. The entire Cost of Improvements, less any escrow deposits or construction costs for segments of the 205 Bypass contributed by Cambridge and less the City's costs identified in subparagraph (a), shall become due and owing by Cambridge upon thirty (30) days' written notice from the City that it is ready to proceed with execution of a contract for constructions of all or the remaining portion of two (2) lanes of the 205 Bypass through Tract Number 4 of the Property and through the Northern Tract.

c. The City represents that it has no existing plans that require additional dedication of right-of-way for improvements to S.H. 276. Cambridge agrees, however, to dedicate such additional right-of-way from Tract Numbers 4 and 5 of the Property as may be required by the State of Texas, based upon established plans in effect at the time of final platting for such land, subject to Cambridge's right of compensation by the State of Texas for such land.

d. In the event that the actual costs of constructing Cambridge's two (2) lanes of the 205 Bypass is less than the Costs of Improvements estimated in subparagraph (a) of this paragraph 4, Cambridge shall be entitled to a refund of any deposits made in escrow or funds contributed as construction costs for the 205 Bypass in the amount of such excess. In the event the actual costs of construction for Cambridge's two (2) lanes of the 205 Bypass exceed the Cost of Improvements estimated in subparagraph (a) of this paragraph 4, Cambridge shall

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contribute such excess amount at the time that all the Cost of Improvements become due and owing pursuant to subparagraph (b) of this paragraph 4. The City shall provide Cambridge with all of the invoices and other back up information necessary to support the total costs of constructing the applicable improvements, together with the allocation method utilized to determine the Costs of Improvements as defined herein.

e. Cambridge hereby expressly agrees that the dedication of the R.O.W. and the pro rata contributions to the Cost of Improvements provided in this Agreement are roughly proportional to the impacts created by development of Tract Numbers 4 and 5, taking into account the nature and extent of the development proposed in the Zoning Applications for such land.

5. Notwithstanding the foregoing, the construction of the 205 Bypass will not be triggered by the development of Parcels B and C as shown on Exhibit "B", and the City will not delay or withhold the issuance of building permits or certificates of occupancy as a result of the 205 Bypass not being constructed; provided, however, that primary access and a temporary second point of access shall be provided for development of each such parcel as expressly set forth hereinafter.

a. The City agrees that the development of Parcel B as shown on Exhibit "B" may be accessed through the Church property to the west of said Parcel B. Cambridge will provide a temporary private access easement from said Parcel B to the I-30 service road.

b. The City agrees that the development of Parcel C as shown on Exhibit "B" may be accessed primarily from S.H. 276 to the south of said Parcel C. Cambridge will provide a temporary private access easement from said Parcel C to S.H. 276 through Parcel E as shown on Exhibit "B".

c. The City agrees that the development of Parcel G as shown on Exhibit "B" may be accessed solely through a divided entry onto the 205 Bypass upon completion of construction thereof to the northern portion of said Parcel G.

d. All permanent second points of access for Parcels B and C shall be from the 205 Bypass. All temporary second points of access will terminate when permanent access to the development is afforded from the 205 Bypass.

6. The City shall use its best efforts to obtain TxDOT's consent to design and construct a median opening (including turn lanes in both directions) at the intersection of S.H. 276 and Wild Rose Drive (within the Meadowcreek Estates Phase IV Addition). The City agrees to provide Cambridge with a copy of its request to TxDOT promptly.

7. Notwithstanding the foregoing provisions of this Agreement, the Parties agree that they are not released or discharged from the terms and conditions of this Agreement, and the terms and conditions of this Agreement shall survive this release.

8. The Zoning Applications may be approved either conditionally or unconditionally by the requisite vote of the City Council. Cambridge shall have ten (10) days following the City Council's actions within which to accept such actions for the Property in writing. In the event that Cambridge does not accept the Council's actions within the ten (10) day period as provided in this paragraph, this Agreement shall be deemed null and void. The City agrees that it shall not rezone PD-10 inconsistent with the notice for the Zoning Applications unless it institutes zoning for the Property under a different notice of public hearing. Nothing in this Agreement shall be construed to prevent the City from extending the Moratorium, provided that Cambridge expressly reserves its right to challenge the validity of the Moratorium and any rezoning of the Property. Nothing in this

Agreement shall be construed to limit the City's lawful future exercise of its zoning authority over the Property. In the event Cambridge does accept the Council's actions in the manner provided above, the Moratorium shall be deemed released as it pertains to the Property without further action by the City or Cambridge.

9. The effective date of the mutual release of claims shall be the date that Cambridge accepts the actions taken by the City Council on its Zoning Applications for the Property. In the event the Zoning Applications have not been acted upon by the City Council within sixty (60) days of the execution of this Agreement by Cambridge, the Zoning Applications shall be deemed withdrawn without action, and this Agreement shall be null and void.

10. Each Party shall bear its own attorney's fees and costs.

11. Each Party to this Agreement represents that he or it is acting freely and voluntarily; and that he or it in no way is relying upon any promise, warranty, representation or agreement of any kind whatsoever, made directly or indirectly, by any agent, employee, or lawyer of the Parties being released, or any person or firm in privity with the Parties being released; and each Party understands that this is a full, final and complete settlement of all claims of any kind or character whatsoever, both known or unknown, arising out of those matters described herein.

12. In entering into this Agreement, the Parties are not admitting liability, but are expressly denying liability.

13. It is the express intent of the Parties to this Agreement that each of the Parties shall not be exposed to any further liabilities, including claims and suits for damages, relating to any matter released hereby, with the exception of any claims arising from the Parties' obligations under this Agreement.

A handwritten signature, possibly reading 'M B', is located in the bottom right corner of the page.

14. The Parties warrant that no claims, demands, damages, actions, causes of action or suits in equity hereby released have been assigned to any third party, and that this Agreement is executed without reliance on any statement or representation made by any third party which is not contained herein.

15. The undersigned each warrant that no inducements have been made to any of them on behalf of the Parties released hereby, and that in deciding to release their claims and to execute this Agreement, each has relied solely and only upon their own judgment and the advice given to them by their attorney, whom they have selected.

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

17. This Agreement shall be governed by, construed and interpreted, and the rights of the Parties determined, in accordance with the laws of the State of Texas, and venue of any dispute concerning this Agreement shall be tried in a court of competent jurisdiction sitting in Rockwall County, Texas.

18. Statements and representations contained herein are to be considered contractual in nature and not merely recitations of fact, including, without limitation, those contained in Part I of this Agreement.

19. In the event any one or more of the provisions of this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity shall not affect any other provision herein.

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20. All references herein in the singular shall be construed to include the plural where applicable, the masculine to include the feminine and neuter genders and all covenants, agreements and obligations herein assumed by the Parties shall be deemed to be joint and several covenants, agreements and obligations of the several persons named herein.

21. This Agreement shall be binding on and inure to the benefit of each and every Party to this Agreement, and their shareholders, partners, successors, officers, directors, employees, assigns, heirs, executors, administrators, agents, lienholders, legal representatives, and any of the companies, individuals or entities associated with them as owners, subsidiaries or any other related capacity with respect to any and all of the claims brought or which could have been brought against any and all Parties herein released arising out of the events herein described.

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

23. The representations, warranties, covenants and agreements set forth herein shall survive the execution hereof.

24. This Agreement and the representations, warranties and agreements set forth herein shall survive the discovery of different facts and shall continue in full force and affect and be unaffected by the discovery of different or additional facts.

25. This Agreement may be executed in multiple counterparts, each which taken together shall constitute one and the same instrument.

26. Each Party to this Agreement warrants and represents that it has read the above and foregoing Agreement, and every word of it, and each Party to this Agreement understands that it is a full, final and complete settlement and release of all claims held, owned or possessed in any capacity whatsoever by each releasing Party as against each released Party.

THIS AGREEMENT has been signed by the Parties effective as of February 16, 2004.

CAMBRIDGE:

THE CAMBRIDGE COMPANIES, INC.,
a Texas corporation, TRUSTEE for and on
behalf of each of Garrett-Poindexter Associates
and Rockwall South Associates, Ltd.

By: 

James J. Melino, Vice President

CITY:

CITY OF ROCKWALL

By: 

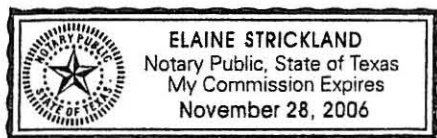
Name: Julie Couch

Title: City Manager



STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SWORN AND SUBSCRIBED TO BEFORE ME, by **James Melino**, who in his capacity as Vice President for The Cambridge Companies, Inc., a Texas corporation, Trustee for and on behalf of each of Garrett-Poindexter Associates and Rockwall South Associates, Ltd., acknowledges that he was authorized to execute the foregoing document this 14th day of February 2004, to certify witness my hand and seal of office.

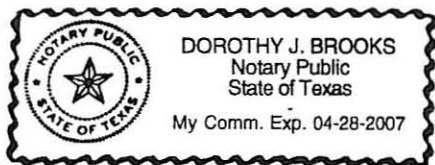


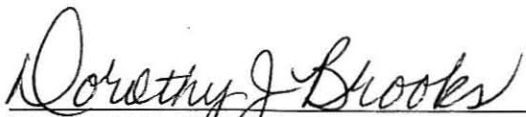

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

[SEAL]

STATE OF TEXAS §
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COUNTY OF ROCKWALL §

SWORN AND SUBSCRIBED TO BEFORE ME, by Julie Couch, who in his capacity as City Manager for the City of Rockwall, acknowledges that he was authorized to execute the foregoing document this 23rd day of February 2004, to certify witness my hand and seal of office.




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

[SEAL]



TREE MITIGATION AND DEVELOPMENT AGREEMENT

This **TREE MITIGATION AND DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into effective as of the 22nd day of July, 2008, by and between **CARROLLTON VENTURE NO. ONE, L.P.**, a Texas limited partnership ("CV1"), and the **CITY OF ROCKWALL, TEXAS**, a Texas Home Rule Municipality (the "City").

RECITALS

A. In connection with the proposed development by CV1 and its successors and assigns of the adjacent tracts of land shown on the site plan (the "Site Plan") attached hereto as Exhibit "A", CV1 and the City have discussed (i) the need for tree mitigation (the "Tree Mitigation") within the land depicted on Exhibit "B" attached hereto and incorporated herein by reference, and being more particularly described on Exhibit "B-1" attached hereto and incorporated herein by reference (the "Conservation Land"), and (ii) CV1 contributing to the City for the construction of public improvements an amount equal to the cost of constructing an eight-foot (8') wide concrete sidewalk around the interior perimeter of the Conservation Land.

B. CV1 and the City desire to set forth their agreements regarding the Tree Mitigation and the foregoing contribution as set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the City and Developer hereby agree as follows:

1. Tree Mitigation. CV1 agrees to plant three hundred eighty-seven (387) trees (the "Trees"), each having a diameter of at least three inches (3"), in accordance with the planting plan (the "Planting Plan") attached hereto as Exhibit "C" and incorporated herein by reference. In the event that any of the Trees should die within a period of two (2) years after planting (the "Warranty Period"), then CV1 shall replace such trees. At the completion of the Warranty Period, CV1 shall prepare or cause to be prepared a survey of the trees to verify the number of surviving trees. If less than three hundred eighty-seven (387) trees are living, then CV1 shall plant a sufficient number of trees to bring the total number of living trees to three hundred eighty-seven (387); thereafter CV1 shall have no further obligation with respect to the Trees.

2. Contribution. CV1 shall contribute to the City \$122,876.80, the proceeds of which shall be used for the construction of public improvements elsewhere within the City or for any other purpose deemed appropriate by the City in its sole and absolute discretion..

3. Development of Conservation Area. In lieu of constructing a nature trail through the Conservation Area, CV1 shall make the contribution to the City set forth in the immediately preceding paragraph. CV1 agrees that (i) there shall be no commercial, residential, or industrial development of the Conservation Land, and (ii) CV1 shall not engage in any acts or uses that substantially and adversely affect the natural vegetative and hydrologic condition of the Property. Notwithstanding the foregoing, CV1 shall be permitted to utilize the Conservation Area for recreational or environmental-mitigation purposes and to grant easements to the adjacent property owners to enter onto the Conservation Area for purposes of maintaining or improving the adjacent property.

4. Any notice, request for consent, report, or any other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been given when personally delivered to the party hereunder specified or when placed in the United States mail, registered or certified, with return receipt requested, postage prepaid and addressed as follows:

If to the CITY:

City of Rockwall
385 S. Goliad
Rockwall, Texas 75087
Attention: City Manager

If to CV1:

Carrolton Venture No. One, L.P.
c/o St. Ives Realty, Inc.
16910 Dallas Parkway, Suite 100
Dallas, Texas 75248
Attention: Troy Bathman

Any party may unilaterally designate a different address by giving notice of each such change in the manner specified above to each other party.

5. Choice of Law. This Agreement is being made in and is intended to be construed according to the laws of the State of Texas. It shall inure to and be binding upon the parties hereto and their respective successors, heirs, and assigns.

6. Miscellaneous. Words used in the singular number may include the plural and the plural may include the singular. The section headings appearing in this instrument have been inserted for convenience only and shall be given no-substantive meaning or significance whatsoever in construing the terms and conditions of this Agreement.

7. Amendment. The terms and conditions of this Agreement may be altered, amended, modified or revoked only by an instrument in writing signed by the undersigned.

8. Binding Agreement. Each person signing this Agreement on behalf of a party hereto is a duly authorized agent of such party. This Agreement shall be binding upon each of the parties hereto, its successors and assigns; and shall inure to the benefit of each of the other parties hereto, its successors and assigns, and no other person or entity shall be entitled to rely hereon, receive any benefit here from or enforce against any party hereto any provision hereof.

9. Counterparts. This Agreement may be executed in multiple counterparts, all of which together shall constitute one agreement. Facsimile or electronic (email) copies of this Agreement or any amendment thereof may be used, and shall have the same affect as original copies.

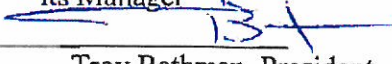
Executed by the parties hereto effective as of the date first set forth above.

CV1:

CARROLLTON VENTURE NO. ONE, L.P.,
a Texas limited partnership

By: St. Ives Holdings, LLC,
a Texas limited liability company,
its General Partner

By: St. Ives Realty, Inc.,
a Texas corporation,
its Manager

By: 
Troy Bathman, President

City:

THE CITY OF ROCKWALL, TEXAS

By: _____
Name: _____
Title: _____

NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS CONSTRUCTION SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION, PUBLISHED BY THE TEXAS DEPARTMENT OF TRANSPORTATION.

2. THE PROJECT SHALL BE DESIGNED TO ACCOMMODATE A FUTURE EXPANSION OF THE FACILITY.

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4. THE PROJECT SHALL BE DESIGNED TO ACCOMMODATE A FUTURE EXPANSION OF THE FACILITY.

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10. THE PROJECT SHALL BE DESIGNED TO ACCOMMODATE A FUTURE EXPANSION OF THE FACILITY.

LEGEND

1. EXISTING PAVEMENT

2. EXISTING CURB

3. EXISTING SIDEWALK

4. EXISTING DRIVE

5. EXISTING LOT

6. EXISTING BUILDING

7. EXISTING UTILITIES

8. EXISTING TREES

9. EXISTING LANDSCAPING

10. EXISTING FENCE

11. EXISTING SIGNAGE

12. EXISTING LIGHTING

13. EXISTING SECURITY

14. EXISTING ACCESS

15. EXISTING EGRESS

16. EXISTING ENTRANCE

17. EXISTING EXIT

18. EXISTING LOADING DOCK

19. EXISTING STORAGE

20. EXISTING OFFICE

21. EXISTING RESTROOM

22. EXISTING CAFE

23. EXISTING GYM

24. EXISTING COURT

25. EXISTING FIELD

26. EXISTING PARK

27. EXISTING TRAIL

28. EXISTING PATH

29. EXISTING BRIDGE

30. EXISTING TUNNEL

31. EXISTING UNDERPASS

32. EXISTING OVERPASS

33. EXISTING RAMP

34. EXISTING JUNCTION

35. EXISTING INTERSECTION

36. EXISTING ROUNDABOUT

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50. EXISTING ROUNDABOUT

VICINITY MAP

1. EXISTING PAVEMENT

2. EXISTING CURB

3. EXISTING SIDEWALK

4. EXISTING DRIVE

5. EXISTING LOT

6. EXISTING BUILDING

7. EXISTING UTILITIES

8. EXISTING TREES

9. EXISTING LANDSCAPING

10. EXISTING FENCE

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COSTCO WHOLESALE

ROCKWALL, TEXAS

Kimley-Horn and Associates, Inc.

12.12.2007

COSTCO
WHOLESALE
ROCKWALL, TEXAS



Kimley-Horn
and Associates, Inc.

EXHIBIT "B"

Depiction of the Conservation Land

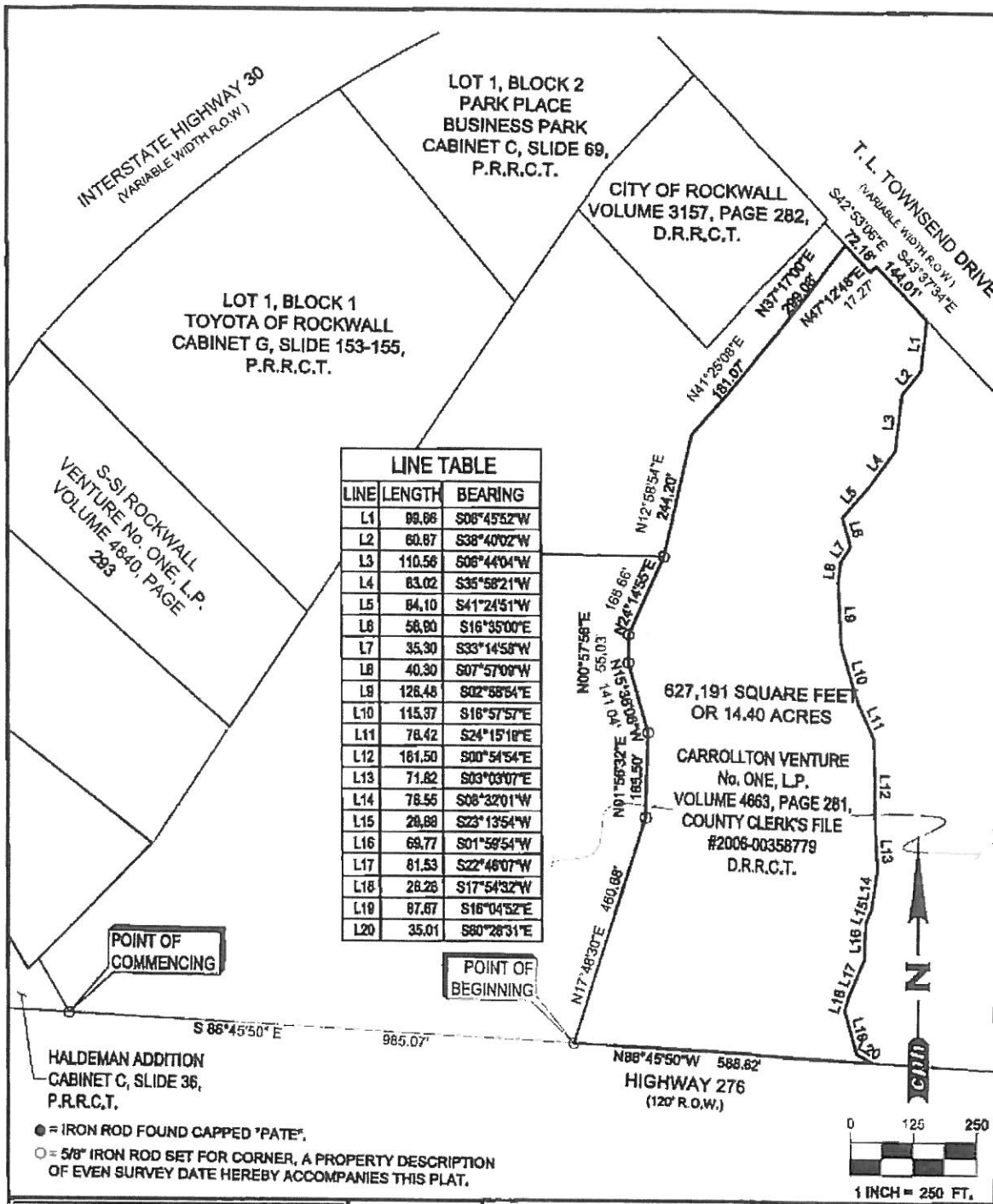


EXHIBIT "B-1"

Legal Description of the Conservation Land

BEING a tract of land situated in the JOSEPH CADLE SURVEY, ABSTRACT NO. 65, in the City of Rockwall, Rockwall County, Texas, and being a portion of a 65.96 acre tract of land as described in Deed from The Cambridge Companies, Inc., Trustee for the benefit of Rockwall South Associates, LTD. to Carrollton Venture No. One, L.P. as recorded in Volume 4663, Page 281, Real Property Records of Rockwall County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING at an iron rod capped "PATE" found on the northerly right of way line of State Highway No. 276 (a 120 foot wide right of way) for the most southerly west corner of said Carrollton Venture No. One, L.P. Tract and the east corner of the Haldeman Addition, an addition to the City of Rockwall as recorded in Cabinet C, Slide 36, Real Property Records of Rockwall County, Texas;

THENCE South 86 degrees 45 minutes 50 seconds East, along the said north right of way line of State Highway No. 276, for a distance of 985.07 feet to a 5/8-inch iron rod set for corner, said point being the POINT OF BEGINNING of the herein described tract of land;

THENCE departing said Highway and across said Carrollton Venture No. One, L.P. tract the following eight courses and distances:

North 17 degrees 48 minutes 30 seconds East, for a distance of 460.68 feet to a 5/8-inch iron rod set for corner;

North 01 degrees 56 minutes 32 seconds East, for a distance of 165.50 feet to a 5/8-inch iron rod set for corner;

North 15 degrees 36 minutes 06 seconds West, for a distance of 141.04 feet to a 5/8-inch iron rod set for corner;

North 00 degrees 57 minutes 56 seconds East, for a distance of 55.03 feet to a 5/8-inch iron rod set for corner;

North 24 degrees 14 minutes 55 seconds East, for a distance of 166.66 feet to a 5/8-inch iron rod set for corner;

North 12 degrees 58 minutes 54 seconds East, for a distance of 244.20 feet to a point for corner;

North 41 degrees 25 minutes 08 seconds East, for a distance of 181.07 feet to a point for corner;

North 37 degrees 17 minutes 00 seconds East, for a distance of 299.08 feet to a point for corner in the southwesterly right of way line of T.L. Townsend Drive (a variable width right of way);

THENCE South 42 degrees 53 minutes 06 seconds East, along the said southwesterly right of way line of T.L. Townsend Drive, for a distance of 72.18 feet to an angle point in said right of way;

THENCE North 47 degrees 12 minutes 48 seconds East, continuing along the said southwesterly right of way line of T.L. Townsend Drive, for a distance of 17.27 feet to an angle point in said right of way;

THENCE South 43 degrees 37 minutes 34 seconds East, continuing along the said southwesterly right of way line of T.L. Townsend Drive, for a distance of 144.01 feet to a point for corner;

THENCE departing said T.L. Townsend Drive and across said Carrollton Venture No. One, L.P. tract the following twenty courses and distances:

South 06 degrees 45 minutes 52 seconds West, for a distance of 99.66 feet to a point for corner;

South 38 degrees 40 minutes 02 seconds West, for a distance of 60.67 feet to a point for corner;

South 06 degrees 44 minutes 04 seconds West, for a distance of 110.56 feet to a point for corner;

South 35 degrees 58 minutes 21 seconds West, for a distance of 83.02 feet to a point for corner;

South 41 degrees 24 minutes 51 seconds West, for a distance of 84.10 feet to a point for corner;

South 16 degrees 35 minutes 00 seconds East, for a distance of 58.90 feet to a point for corner;

South 33 degrees 14 minutes 58 seconds West, for a distance of 35.30 feet to a point for corner;

South 07 degrees 57 minutes 09 seconds West, for a distance of 40.30 feet to a point for corner;

South 02 degrees 58 minutes 54 seconds East, for a distance of 126.48 feet to a point for corner;

South 16 degrees 57 minutes 57 seconds East, for a distance of 115.37 feet to a point for corner;

South 24 degrees 15 minutes 19 seconds East, for a distance of 76.42 feet to a point for corner;

South 00 degrees 54 minutes 54 seconds East, for a distance of 181.50 feet to a point for corner;

South 03 degrees 03 minutes 07 seconds East, for a distance of 71.82 feet to a point for corner;

South 08 degrees 32 minutes 01 seconds West, for a distance of 76.55 feet to a point for corner;

South 23 degrees 13 minutes 54 seconds West, for a distance of 29.88 feet to a point for corner;

South 01 degrees 59 minutes 54 seconds West, for a distance of 69.77 feet to a point for corner;

South 22 degrees 46 minutes 07 seconds West, for a distance of 81.53 feet to a point for corner;

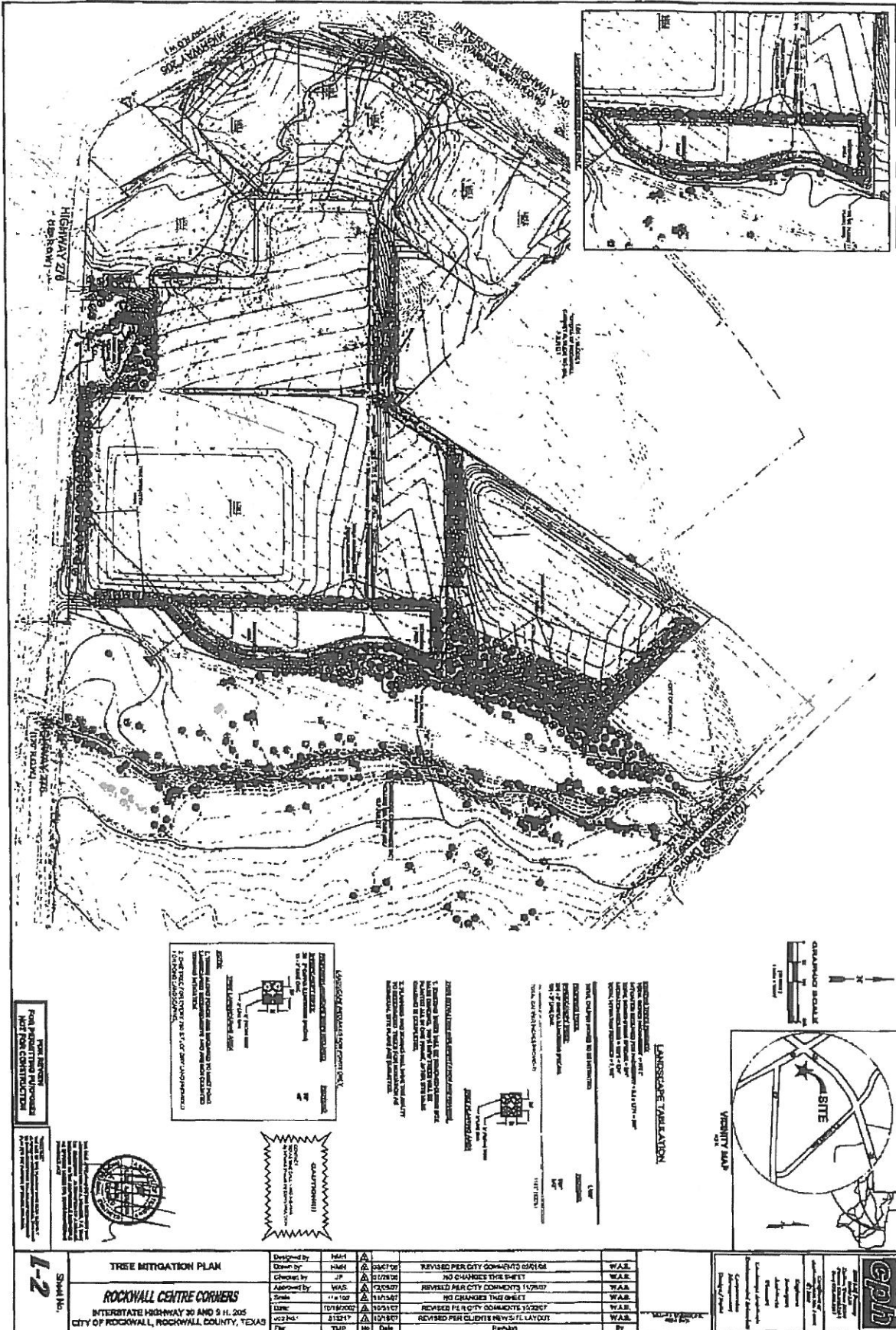
South 17 degrees 54 minutes 32 seconds West, for a distance of 26.28 feet to a point for corner;

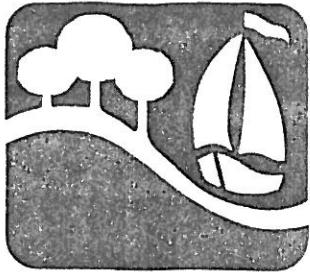
South 16 degrees 04 minutes 52 seconds East, for a distance of 87.67 feet to a point for corner;

South 60 degrees 28 minutes 31 seconds East, for a distance of 35.01 feet to a point for corner in the said north right of way line of State Highway No. 276;

THENCE North 86 degrees 45 minutes 50 seconds West, along the said north right of way line of State Highway No. 276, for a distance of 588.62 feet to the POINT OF BEGINNING and containing a computed area of 627,191 square feet or 14.40 acres of land.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-14-2010 BY 60322 UCBAW/STP/STP





CITY OF ROCKWALL

"THE NEW HORIZON"

February 18, 1987

Mr. Steve Crowley
Cambridge Companies
16660 Dallas Parkway, Suite 2000
Dallas, Texas 75248

Dear Mr. Crowley:

Enclosed is a copy of the resolution approved by the City Council allowing a one year postponement of development or zone changes with regard to PD-10. A signed, executed original of the contractual agreement has been sent to your Attorney, Bill Blackburn, at Johnson and Swanson Attorneys and Counselors.

Please call if you have any questions.

Sincerely,

Mary Nichols
Administrative Aide

Enclosure
MN/mmp

JOHNSON & SWANSON

ATTORNEYS AND COUNSELORS

A Partnership Including Professional Corporations

100 Founders Square
900 Jackson Street
Dallas, Texas 75202-4499
214-977-9000

Writer's Direct Dial Number

(214) 977-9595

Telex: 55 1172
Telecopy: 214-977-9004

February 9, 1987

Mr. Bill Eisen
City Manager
City of Rockwall
205 West Rusk
Rockwall, Texas 75087

Re: PD No. 10
Rockwall, Texas

Dear Bill:

Enclosed are duplicate original copies of the Agreement authorized by the City Council on Monday, February 2. They have been appropriately executed by my client. I would appreciate your execution of both copies and returning one to me for our records.

Please note that on the first page there is an appropriate blank for the resolution number reflecting the Council action on February 2. Please fill in this number.

I look forward to working with you on this matter and other matters in the coming months.

Best regards.

Very truly yours,



William M. Blackburn

WMB/mr
Enclosures

cc: Steve Crowley
Cambridge Companies, Inc.
16660 Dallas Parkway
Suite 2000
Dallas, Texas 75248

AGREEMENT

THIS AGREEMENT, entered into as of the 2nd day of February, 1987, by and between THE CITY OF ROCKWALL, a Texas municipal corporation (hereinafter referred to as the "City") and WEBB-RHOADES ASSOCIATES, a Texas Limited Partnership, SCHEID ASSOCIATES, a Texas General Partnership, ROCKWALL SOUTH ASSOCIATES, a Texas Limited Partnership, ROCKWALL 100 ASSOCIATES, a Texas Limited Partnership, and GARRETT-POINTDEXTER ASSOCIATES, a Texas Joint Venture (hereinafter referred to as the "Owners"):

WHEREAS, at the request of the Owners, the City on February 2, 1987, by resolution number _____ (hereinafter referred to as the "Resolution") agreed to a twelve (12) month moratorium on zoning changes and certain development activities with respect to those parcels of land currently zoned Plan Development District No. 10 (hereinafter referred to as "P.D. 10"), as more fully described in Ordinance No. 74-32, adopted by the City of Rockwall, Texas on November 4, 1974; and

WHEREAS, the City and the Owners desire to enter into an agreement consistent with the Resolution,

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. The City and the Owners agree that, except as otherwise provided in Section 2 below, no zoning changes will be initiated, either by the City or the Owners, nor any approvals issued by the City with respect to site plans, development plans, or preliminary or final plats, on any portion of the properties constituting P.D. No. 10 for a period of twelve (12) months from the date hereof. At the expiration of such period of time, unless the Owners have submitted a preliminary plan as described in Section 2 below, the City may initiate or continue hearings to determine appropriate zoning on P.D. No. 10. In the event that the Owners submit a preliminary plan, as described in Section 2 below, that is not approved by the City, the City may, at the

expiration of the twelve (12) month period initiate or continue hearings to consider a change in zoning of P.D. No. 10, notwithstanding any other provisions of this Agreement.


2. Section 1 above notwithstanding, the Owners, or their successors in interest, may at any time from the date hereof and during the period of the moratorium elect to present to the City for its consideration a conceptual or preliminary plan or plans on the properties constituting P.D. No. 10, which plan or plans shall address the concerns of the City as set forth in its Comprehensive Land Use Plan. Upon the approval of such plan or plans by the City, through the normal process as required by the City's Comprehensive Zoning Ordinance, the Owners may proceed with appropriate requests for approvals of preliminary plats, plats, building permits, certificate of occupancy, and related approvals contemplated by the City's zoning and subdivision ordinances.

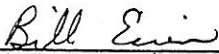
3. This Agreement shall be binding upon the parties hereto and their respective successors, legal representatives, and assigns.

IN WITNESS WHEREOF, this Agreement is entered into as of the year and date first above written.

ATTEST:

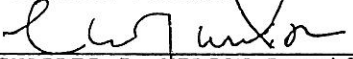
CITY OF ROCKWALL, TEXAS


City Secretary

By: 
BILL EISEN, City Manager

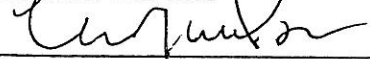
WEBB-RHOADES ASSOCIATES,
a Texas Limited Partnership

By: CAMBRIDGE COMPANIES, INC.,
a Texas Corporation,
General Partner

By: 
CHARLES J. WILSON, President
CHAIRMAN


SCHEID ASSOCIATES,
a Texas General Partnership

By: CAMBRIDGE COMPANIES, INC.,
a Texas Corporation,
General Partner

By: 
CHARLES J. WILSON, President
CHAIRMAN


ROCKWALL SOUTH ASSOCIATES,
a Texas Limited Partnership

By: CAMBRIDGE COMPANIES, INC.,
a Texas Corporation,
General Partner

By: 
CHARLES J. WILSON, President
CHAIRMAN

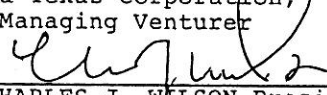
ROCKWALL 100 ASSOCIATES,
a Texas Limited Partnership

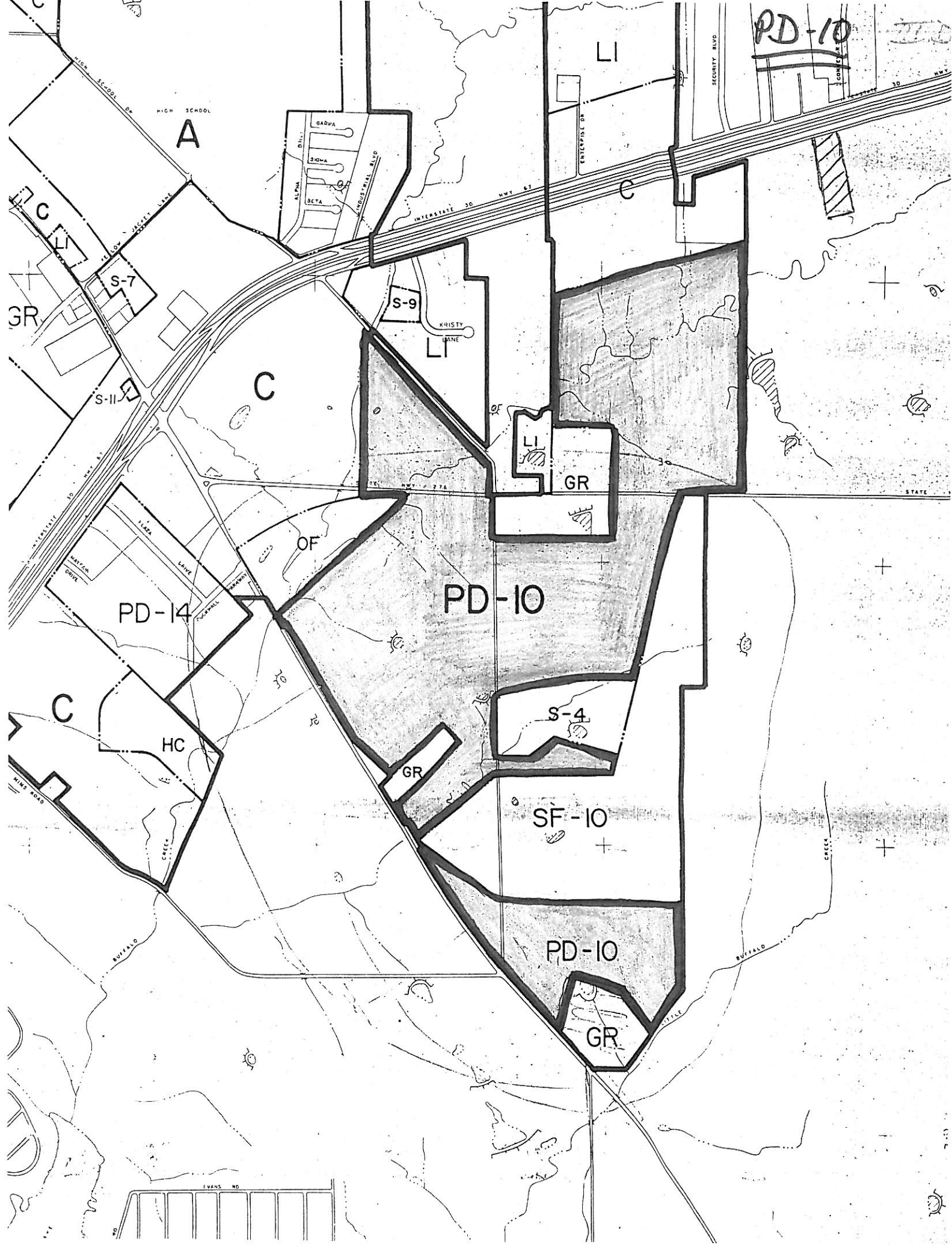
By: CAMBRIDGE COMPANIES, INC.,
a Texas Corporation,
General Partner

By: 
CHARLES J. WILSON, President
CHAIRMAN

GARRETT-POINTDEXTER ASSOCIATES,
a Texas Joint Venture

By: CAMBRIDGE COMPANIES, INC.,
a Texas Corporation,
Managing Venturer

By: 
CHARLES J. WILSON, President
CHAIRMAN



WILLIAM M. BLACKBURN
ATTORNEY AND COUNSELOR
FOUNDERS SQUARE
900 JACKSON STREET, SUITE 500
DALLAS, TEXAS 75202

January 29, 1987

Hon. Leon Tuttle, Mayor
City of Rockwall
205 West Rusk
Rockwall, Texas 75087

DELIVERED BY COURIER (214) 742-4388

Re: P.D. No. 10, Rockwall, Texas

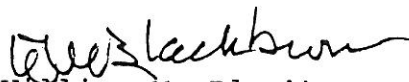
Dear Mayor Tuttle:

I represent Cambridge Companies, Inc., and its various partners who own parcels of land incorporated in P.D. No. 10 in the City of Rockwall, Texas, as described in Ordinance No. 74-32, dated November 4, 1974. The owners of record of the land contained in P.D. No. 10, which I represent, are: Webb-Rhoades Associates, a Texas limited partnership, Scheid Associates, a Texas general partnership, Rockwall South Associates, a Texas limited partnership, Rockwall 100 Associates, a Texas limited partnership, and Garrett-Pointdexter Associates, a Texas joint venture (the "Owners").

We have had discussions with your City Manager, Mr. Bill Eisen, and his staff regarding our concerns over the recommendations of the Rockwall Planning and Zoning Commission earlier this month to re-zone P.D. No. 10 to a variety of uses other than those currently allowed.

We wish to state our protest to the re-zoning of P.D. No. 10 as recommended by the Planning and Zoning Commission, and this letter is to serve as the written protest described and required by Article 1011e Tex. Rev. Civ. Stat. Ann., as amended. We request that the City Council at its meeting on Monday, February 2 consider a twelve (12) month moratorium on any action with respect to P.D. No. 10, generally upon the terms of the draft Agreement which I have attached hereto. I am also sending a copy to your City Attorney, Pete Eckert. We would propose that the City Council authorize by resolution the City Manager to enter into this Agreement with the Owners.

Yours very truly,


William M. Blackburn
Attorney for Owners

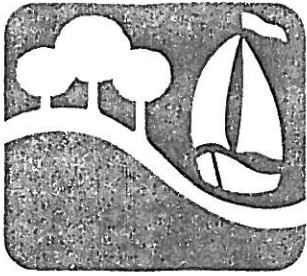
WMB:yc

✓cc: Mr. Bill Eisen, City Manager
City of Rockwall

Ms. Julie Couch, Asst. Administrator
City of Rockwall

Mr. Pete Eckert, City Attorney

Mr. Steve Crowley,
Cambridge Companies



CITY OF ROCKWALL

"THE NEW HORIZON"

31 December, 1986

Cambridge Properties, Inc.
c/o Garrett Poindexter
16660 Dallas Parkway #2000
Dallas, Texas 75248

Dear Property Owner:

You currently own property in the City of Rockwall located east of SH-205 that carries a Specific Use Permit designation for a country club. The property is not currently being used for this purpose. The Rockwall City Council has instructed the Planning and Zoning Commission to review all existing Specific Use Permits that are not in use to determine if the use permitted is consistent with the City's current planning, and to determine if the conditions which existed at the time the permit was issued still exist today and warrant the continuation of the permit.

The Planning and Zoning Commission will be reviewing the Specific Use Permit on your property on January 8, 1987, at 7:30 P.M., at 205 West Rusk, Rockwall, Texas. You are strongly encouraged to be present at this meeting to provide any input you may have to the Commission. The outcome of this meeting could be a recommendation to the City Council that Public Hearings be held to consider revoking the Specific Use Permit.

If you have any questions concerning this matter you may contact either myself or Bill Eisen at 722-1111.

Sincerely,

Julie Couch
Assistant City Manager

JC/mmp



CITY OF ROCKWALL
"THE NEW HORIZON"

23 December, 1986

Dear Property Owner:

You recently received a letter from the City notifying you that the Rockwall Planning and Zoning Commission would be reviewing your property, zoned PD No. 10, for compliance with the City's Land Use Plan. The meeting indicated in the letter was held on that date and the Commission recommended that Public Hearings be initiated to consider changing the zoning or modifying the land use designations on your property to bring it into compliance with the City's Land Use Plan. The Commission has determined that there are sufficient differences between the land uses approved under PD No. 10, and the City's Land Use Plan to require that Public Hearings be held to consider changing those land uses. The Rockwall City Council has directed the Commission to initiate these hearings and your property is scheduled to be heard on Thursday, January 8, 1987, at 7:30 P.M. at 205 West Rusk, Rockwall.

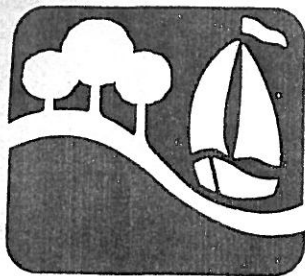
You, as a property owner, are strongly encouraged to attend this meeting. The result of this meeting could be a recommendation to the City Council that your property be rezoned to a different zoning classification or that the land use designations approved under the PD be changed. In order to provide input to the Commission you may submit proposed changes that you may have already developed and would like to have considered. This information may be submitted prior to your meeting with the Commission and it will be distributed to them prior to the meeting.

If you have any questions concerning this process please don't hesitate to contact either Julie Couch or me at 722-1111.

Sincerely,

Bill Eisen
City Manager

BE/mrp



CITY OF ROCKWALL

"THE NEW HORIZON"

November 5, 1986

Mr. Steve Crowley
Cambridge Company
16660 Dallas Parkway, #2000
Dallas, Texas 75248

Dear Mr. Crowley:

Last month you attended a meeting of the Rockwall Planning and Zoning Commission. The topic of that meeting was to begin the review of the Planned Developments in the City. The property that you represent, PD-10, was discussed at that meeting with the Commission taking no action. However, after further discussions the Commission did feel that further review of your PD would be warranted. They have scheduled this review for their regular meeting on November 13th at 7:30 P.M., in the Council Chambers, 205 West Rusk. I would strongly encourage you to attend this meeting in order to provide your input to their discussion.

If you have any questions, please don't hesitate to contact me.

Sincerely,

Julie Couch
Assistant City Manager

JC/mmp

MINUTES OF THE CITY COUNCIL

February 2, 1987

Mayor Leon Tuttle called the meeting to order with the following members present: Nell Welborn, Ken Jones, Jean Holt, John Bullock, and Frank Miller.

Council first considered approval of the Consent Agenda which consisted of:

- A. The minutes of January 19, 1987
- B. An ordinance authorizing a Conditional Use Permit for a structure with less than 90% exterior masonry materials at 305 West Washington on second reading Ord. 87-3
- C. An ordinance authorizing a change in zoning from "A" to "C" on a 1.105 acre tract of land on I-30 between High School Road and FM-549 on second reading Ord. 87-4
- D. An ordinance authorizing a change in zoning from "A" to "PD" on a 2.0 acre tract of land at 1520 East I-30 on first reading. Ord. 87-5

Bullock asked Item A to be pulled from the Consent Agenda. Miller made a motion to approve the Consent Agenda with the exception of Item A. Bullock seconded the motion. The motion was voted on and passed unanimously. Jones noted that the Minutes did not indicate at what point he had joined the meeting. Bullock made a motion to approve the Minutes revised to state the appropriate time that Jones joined the meeting. Holt seconded the motion. The motion was voted on and passed unanimously. At this point Councilman Bill Fox joined the meeting.

Council then heard a report from Don Smith, Chairman of the Planning and Zoning Commission. Smith outlined the items that the Commission had considered and explained the Commission's recommendation on each.

Council then held a public hearing and considered approval of a request from Bill Way for a variance from the setback requirements of the Sign Ordinance at 1905 East I-30. Assistant City Manager Julie Couch explained that the base for the sign had been poured prior to annexation of the property and would position the sign on the property line instead of the required 10 ft. setback. She added that in all other aspects, including size, the sign was in compliance with City requirements. As there was no one wishing to address Council, the public hearing was closed. Bullock made a motion to approve the

variance. Fox seconded the motion. The motion was voted on and passed unanimously.

Council then held a public hearing and considered approval of a revised preliminary plan for PD-7 located south of I-30 and east of SH-205. Rob Whittle addressed Council and offered to answer their concerns. Tuttle confirmed with Planning and Zoning 's recommendation that all buildings over 36 feet require Planning and Zoning and Council approval. Miller suggested that the development be limited to no more than thirty zero lot line units. As there was no one else wishing to address the Council, the public hearing was closed. After further discussion, Jones made a motion to approve the revised preliminary plan for PD-7 subject to all buildings over 36 feet in height requiring Planning and Zoning Commission and Council approval and limiting the development to not more than thirty zero lot line units. Fox seconded the motion. The motion was voted on and passed unanimously.

[Council then held a public hearing and considered action regarding rezoning/revising the preliminary plan for PD-10 located south of I-30 and east of SH-205. Bill Blackburn, representing the Cambridge Company, addressed Council and proposed an agreement for a twelve month moratorium on development in PD-10. The agreement would allow the developer twelve months in which to submit a preliminary plan and Council would reserve the right to again begin the public hearing process at the end of that time. The Mayor closed the public hearing. Council discussed the proposed agreement and a resolution authorizing the City Manager to enter into the agreement. Welborn made a motion to table action on PD-10 for twelve months or until a preliminary plan is approved by Council, and to approve the resolution authorizing the City Manager to enter into an agreement with the Cambridge Company. Bullock seconded the motion. Miller offered an amendment to the motion to include a change in wording to indicate "the City Council will initiate" instead of "may initiate" public hearings at the end of twelve months. Fox seconded the amendment. The amendment was voted on and failed, 3 to 4, with Jones, Holt, Tuttle and Bullock voting against the amendment. The original motion was voted on and passed unanimously.]

Council then held a public hearing and considered approval of a request from Rob Whittle for a vacation of a portion of the Highland Acres Addition. Rob Whittle explained that the plat should have been vacated prior to approval of a revised preliminary plan for PD-9. Tuttle closed the public hearing. Holt confirmed with Staff that notified property owners had not voiced objections. Holt then made a motion to approve the plat vacation. Bullock

seconded the motion. The motion was voted on and passed unanimously.

Council next considered approval of a vacation of the Country Highlands Addition. Rob Whittle told Council that the same situation applied to Country Highlands as did to Highland Acres but that none of the lots had been sold. Bullock made a motion to approve the plat vacation. Fox seconded the motion. The motion was voted on and passed unanimously.

City Manager Bill Eisen then gave the City Manager's report. He addressed new proposed speed limits on I-30 service roads, completion of new hangars at the Airport, the contract for expansion of the Squabble Creek Wastewater Treatment plant, and funding for a turn lane on FM-740 in front of Ridge Road Shopping Center.

At this time Traffic Engineer John Reglin addressed Council to make recommendations regarding the City's Thoroughfare Plan as it related to FM-740. Reglin recommended that FM-740 south of Goliad be a four lane divided and that FM-740 south of I-30 be reduced to less than the present six lane divided shown on the Thoroughfare Plan. Reglin addressed the City's options with regard to FM-740 and noted obstacles that could be encountered with each option. He reviewed State statistics and the amount of funds that could be expected from the State. Council discussed the required funds for expansions of FM-740, the recent traffic counts, and acquisition of right-of-way. Tuttle suggested that Reglin outline in writing the City's various options and the advantages and/or disadvantages to each. He asked Reglin to be prepared to answer Council's concerns regarding his outline at the next regularly scheduled meeting on February 16th.

Council then considered approval of a resolution authorizing the execution of a boundary agreement with the City of Fate. Eisen explained that the agreement would provide a guideline for both Rockwall and Fate with regard to future annexations. Welborn made a motion to approve the resolution. Bullock seconded the motion. Miller confirmed with Staff that annexations by both cities would still go through the public hearing process. The motion was voted on and passed unanimously.

Reso. 87-9

Council then held a public hearing and considered action on dangerous buildings at the following locations: 1) 903 Sam Houston, 2) the 500 block of Turtle Cove, 3) a one acre tract on Horizon Road, 4) a .280 acre tract on Horizon Road, and 5) a .560 acre tract on Horizon Road. Staff provided photographs of the structures from the exterior. James Reese of 303 Dartbrook offered

photographs of the interior of his structure on the 500 block of Turtle Cove and told Council that his building was stable and not hazardous. Ed Heath, Director of Community Services, explained that the structure was unsound and could result in additional dangers when subdivisions built up around it if the building wasn't stabilized. As there was no one else wishing to address Council, the public hearing was closed. Welborn made a motion to notify the owners of the buildings, except Reese's, that they had 90 days in which to remove, repair, or demolish the buildings. Bullock seconded the motion. Holt confirmed that City action would be taken at the owners' expense. The motion was voted on and passed unanimously. Tuttle suggested that Reese meet with the City Inspector and reach an agreement regarding the necessary steps towards satisfying criteria for a sound structure. He also recommended that Council continue the public hearing February 16th. Miller then made a motion to continue the public hearing to February 16th. Jones seconded the motion. The motion was voted on and passed unanimously.

Council then considered awarding the bid for Technician Design Services. Eisen explained that the City was utilizing an in-house engineer, and, as planned, would contract with a draftsman. He added that the Staff's recommendation was to award the bid to Robert Porter, and by that approach could save up to \$86,000. Fox made a motion to award the bid for Technician Design Services to Robert Porter. Welborn seconded the motion. The motion was voted on and passed unanimously.

Council then considered appointing a Council Liaison to the Park Board for development of planning for the Community Recreation Facility. Eisen explained that Welborn had expressed an interest in serving in this capacity. Holt made a motion to appoint Welborn to the position. Jones seconded the motion. The motion was voted on and passed with all voting in favor except Welborn who abstained.

Council then discussed the origination of a discretionary fund for use by City Council members. Fox explained that such a fund was utilized by other cities for Council expenses such as meetings and other non-political City-related uses. Welborn pointed out that she had always submitted expense reports for City Council related expenses and had always been reimbursed. Bullock suggested Council discuss a guideline for refunding expenses. Bullock then made a motion to continue the expense report procedure for reimbursement and to instruct Staff to draft guidelines for submission of such reports for Council consideration. Fox seconded the motion. Miller pointed out that this was an item to be addressed

at the time the budget was reviewed. The motion was voted on and passed unanimously.

Council then discussed re-establishing a fine for violation of the City of Rockwall Ethics Code. Welborn questioned the method of penalty for current violation. Eisen explained that employees were disciplined by the City Manager and subject to dismissal, Board and Commission members were subject to removal by Council, and that a Council member was subject to censure by a three-quarter vote of Council. Tuttle reminded Council that the last time the ordinance was reviewed, the fine passed on first reading and failed on second reading. Welborn made a motion to table the item. Jones seconded the motion. City Attorney Pete Eckert reminded Council that without a specific date in the motion, the item would appear at the next regularly scheduled meeting. The motion was voted on and passed 4 to 3, with Bullock, Fox, and Holt voting against the motion.

Council briefly discussed curb and guttering in front of the Fire Station and Holt requested that Council be provided with an accident count on Ridge Road in front of Ridge Road Shopping Center.

As there was no further business to come before the Council for consideration, the meeting was adjourned.

APPROVED:

Mayor

ATTEST:

City Secretary

III. D. P&Z 86-71-Z - Hold Public Hearing and Take Any Appropriate Action Regarding REzoning/Revision of Preliminary Plan for PD-10 Located South of I-30 and East of SH-205

This is the second tract that the Council will consider under the PD Review process. PD-10 which is located south of I-30 and east of SH-205 is designated for Townhouse and Multifamily. The PD area totals 371 acres. The total acreage owned by Cambridge Companies is approximately 700 acres. Of the 371 acres 180 acres are designated for Multifamily at 16 units per acre and 191 acres are designated for Townhouse. The property was zoned in 1974 when the property was annexed and no development has occurred on the property.

The Land Use Plan shows a mix of land uses for this PD including Commercial/Retail, Office, Single Family, Multifamily, Open Space and Industrial. There is very little Multifamily indicated in the Land Use Plan.

The Planning and Zoning Commission has held their public hearing and their recommendation was to redesignate the land uses under the PD to the land uses shown in the Land Use Plan by percentage. The percentage is as follows:

	<u>%</u>	<u>Acres</u>
Commercial/Retail	34%	126.868
Office	8%	29.24
Single Family	35%	131.84
Multifamily	2%	6.5
Open Space	14%	53.42
Industrial	7%	23.5
	<u>100%</u>	<u>371.368</u>

The reason the Commisison has recommended to adopt a struct interpretation of the Land Use Plan is because the property owner was not at this time prepared to submit a proposal for consideration by the City. The cost and time required to plan 700 acres is considerable and they were just not prepared to submit anything at this time.

Given the fact that the property owners were not currently in a position to submit a plan for consideration at this time and do not have any plans in the immediate future to do anything with the property, it appeared that a possible solution to address both the City's concerns and to allow the property owner some time to prepare a plan would be to table any action on this property for a period of time and to, in essence, place a moratorium on any activity on the property until the property owner submits a plan and it is approved. This approach is consistent with what has been done with other PD's that have been reviewed. They were given an opportunity to submit a plan to the City and have it considered. The only difference with this tract is that they require more time to develop a plan.

The property owners have submitted a request, a copy of which is attached, that the Council table action on this case for a period of 12 months or until such time as the developer submits a plan for consideration, whichever comes first. They have agreed to enter into an agreement with the City that no activity will be considered on the property until a plan is submitted and approved. A copy of the resolution and agreement is attached. Pete has reviewed the agreement and the resolution and feels the City is fully protected in taking this action. Nothing can occur on the site until a plan is submitted to the City and approved.

MINUTES OF THE PLANNING AND ZONING COMMISSION

January 8, 1987

Chairman Don Smith called the meeting to order with the following members present: Bill Sinclair, Leigh Plagens, Tom Quinn, Hank Crumbley, and Norm Seligman.

The Commission first considered approval of the minutes of December 11, 1986. Seligman made a motion to approve the minutes. Quinn seconded the motion. The motion was voted on and passed with all voting in favor except Plagens who abstained.

The Commission then held a public hearing and considered rezoning/revising the preliminary plan for PD-7 south of I-30 between FM-740 and Lake Ray Hubbard. Assistant City Manager Julie Couch outlined approved uses as indicated on the development plan. She added that the developer had submitted a proposal for revised acreage/area requirements.

Kirby Albright addressed the Commission and recommended approval of the revised preliminary plan. Rob Whittle told the Commission that he was representing Federal Savings and Loan, the current owners. Whittle explained that his goal was to eliminate multifamily and replace it with more commercial development. He explained that the Zero Lot Line Single Family indicated in one plan would only be feasible if the City of Dallas approved the channel.

Smith questioned how Whittle's plan compared with the City's land use interpretation. Whittle explained that his plan was generally in compliance. The Commission discussed existing uses and the acreage of the two proposed tracts. Quinn then made a motion to approve the revised preliminary plan for PD-7 including Tract A (33.16 acres) and Tract B (8.15 acres) as submitted, including the permitted use of a marina and requiring both Planning and Zoning Commission and Council approval for any building exceeding 36 feet in height. Seligman seconded the motion. The motion was voted on and passed unanimously.

* [The Commission then held a public hearing and considered rezoning/revising the preliminary plan for PD-10 located south of I-30 and east of SH-205. Staff explained the location of the PD, its approved uses, and the uses as recommended in the Land Use Plan. Steve Crowley, an associate of a six-owner partnership, explained that the ownership wasn't prepared to submit a land use plan as the current market didn't warrant additional development. He asked the Commission to delay action until the owners were prepared to begin development. Bill Lofland addressed the Commission and stated support for the revision or rezoning of PD-10 to bring it into compliance with the Land Use Plan.

The Commission discussed the size of the PD, how it compared to the Land Use Plan, and what developments could be instigated by future property owners with current approved uses.

Couch reminded the Commission that if the owners were compelled to submit a preliminary plan, they still had the option to submit a revised plan at the time of development. Sinclair noted that at the development plan stage, the Commission couldn't limit the amounts of the uses or densities of development. Quinn suggested that the Commission recommend land uses for the PD by percentages and/or ratios. Crowley asked the Commission not to restrict the ability to design the property. Quinn asked Staff if the Commission could recommend a revision by percentage. Couch explained that the Commission could make the recommendation that percentages conform with the Land Use Plan.

Quinn made a motion to recommend amending the allowed uses to include commercial, retail, office, single family, multifamily, open space, and industrial to be generally in conformance with the Land Use Plan regarding locations and percentages of acreage as indicated on the Staff's interpretation of the Land Use Plan. Sinclair seconded the motion. The motion was voted on and passed 5 to 1 with all in favor except Crumbley, who voted against the motion.]

The Commission then held a public hearing and considered approval of a request from Rob Whittle for a vacation of a portion of the Highland Acres Addition. Couch explained that a revised master plan had recently been approved for PD-9. She told the Commission that Country Highlands was platted in 1974 prior to approval of the plan. Couch also showed the Commission where PD-9, including Highland Acres and Country Highlands, was located in relationship to the Land Use Plan. Smith confirmed that Country Highlands did not require a public hearing as the property was all under one ownership. Rob Whittle explained to the Commission that the platted properties did not fit the recently approved preliminary plan and that he had requested the vacations for that reason. The Chairman then closed the public hearing. Seligman made a motion to approve the vacation for Highland Acres. Plagens seconded the motion. The motion was voted on and passed unanimously.

The Commission then considered approval of a vacation of the Country Highlands Addition. Seligman made a motion to approve the vacation of Country Highlands. Plagens seconded the motion. The motion was voted on and passed unanimously.

The Commission then considered approval of a site plan for a proposed Kentucky Fried Chicken restaurant at SH-205 and I-30. Benny Barnes, President of Imperial Foods, explained that parking had been revised from angle parking and a one-way drive to head-in parking and a two-way drive at the Commission's recommendation. He explained that the restaurant would still meet all parking and landscaping requirements. Crumbley questioned the appearance of the store. Barnes explained that the exterior would match WalMart's brick and that the interior would be attractive and easily kept up. Plagens made a motion to approve the site plan. Seligman seconded the motion. The motion was voted on and passed unanimously.

The Commission then considered approval of a final plat for Northshore Plaza. Sinclair made a motion to approve the plat. Crumbley seconded the motion. The motion was voted on and passed unanimously.

The Commission then reviewed PD-22 located off Summer Lee Drive south of PD-7 and north of the Signal Ridge Development. Kirby Albright explained that right-of-way he had dedicated wasn't recorded and had, therefore, been sold. He explained that his property was landlocked and that when he developed, he still intended to follow the original approved plan. After discussion Seligman made a motion to let the property remain as currently zoned. Plagens seconded the motion. The motion was voted on and passed unanimously.

The Commission then reviewed Specific Use Permit No. 6 located on Washington at SH-66 issued for an auto laundry. Couch explained the location of the property and the background for beginning the reviews of SUP-6. Bill Way addressed the Commission and explained that he and Gerald Burgamy had received the SUP in 1977. Way stated that although the Cemetery had been extended, there were no zone changes in the area and he saw no reason to remove the permit. Mike Belt explained that not until he had submitted a site plan for a car wash did the Council decide the use was inappropriate. He added that he had satisfied all of Council's concerns regarding noise and screening at a considerable expense and was turned down even though the property was zoned for a car wash. Smith confirmed that the entire General Retail tract was approved in the SUP for a car wash. He then suggested that as the Planning and zoning Commission had approved the site plan and had been over-ruled by the Council, the permit should be remanded to Council for review. Seligman made a motion to recommend initiation of public hearings to consider removing SUP-6. Plagens seconded the motion. The motion was voted on and passed, with all in favor except Sinclair, who abstained.

The Commission then reviewed Specific Use Permit No. 2 located on Williams at Austin and issued for a day care. Couch explained the underlying use for the property was "SF-7", but that the day care usage had ceased an unknown period of time. Quinn made a motion to request Council to initiate public hearings to consider removing SUP-2. Seligman seconded the motion. The motion was voted on and passed unanimously.

The Commission then reviewed SUP-4 located east of SH-205 and south of SH-276. Couch explained that the SUP was issued for a recreational facility, that the property had no underlying zoning, and that the uses for the facility would be in conformance with the Land Use Plan. Seligman made a motion to recommend public hearings. Crumbley seconded the motion. The Commission then discussed the facility in relation to the Land Use Plan and the surrounding zoning for low density single family housing. The motion was voted on and failed, with all members voting against the

motion. Sinclair then made a motion to leave the property zoned SUP-4. Plagens seconded the motion. The motion was voted on and passed unanimously.

The Commission then reviewed SUP-10 located on East Boydstun issued for a day care. Couch explained that the property was no longer used as a day care. Quinn made a motion to recommend initiation of public hearings on SUP-10. Crumbley seconded the motion. The motion was voted on and passed unanimously.

As there was no further business to come before the Commission for consideration, the meeting was adjourned.

Approved:

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Attest:

Chairman

By _____