

APPLICATION AND
FINAL PLAT CHECKLIST

Date: 9-20-84

Name of Proposed Subdivision Allen Hogue Subdivision

Name of Subdivider Allen Hogue

Address 513 Ridgeview, Rockwall, Texas Phone 722-5131

Owner of Record Callie Barker

Address Rt 1 Box W-73, Rockwall Phone 722-9156

Name of Land Planner/Surveyor/Engineer Brown Land Surveyors

Address 304 West Rusk, P.O. Box 65, Rockwall, Texas Phone 722-3036

Total Acreage 0.791

Current Zoning Heavy Commercial

Number of Lots/Units 1

Signed [Signature]

The final Plat shall generally conform to the Preliminary Plat, as approved by the City Council and shall be drawn to legibly show all data into a satisfactory scale, usually not smaller than one inch equals 100 feet.

The following Final Plat Checklist is a summary of the requirements listed under Section VIII of the Rockwall Subdivision Ordinance. Section VIII should be reviewed and followed when preparing a Final Plat. The following checklist is intended only as a reminder and a guide for those requirements.

INFORMATION

Provided or Not
Shown on Plat Applicable

- | | | |
|-----------------|-----------------|--|
| <u>✓</u> | <u> </u> | 1. Title or name of subdivision, written and graphic scale, north point, date of plat, and a key map |
| <u>✓</u> | <u> </u> | 2. Location of the subdivision by City, County and State |
| <u> </u> | <u> </u> | 3. Location of subdivision tied to a USGS monument, Texas highway monument, or other approved benchmark |
| <u>✓</u> | <u> </u> | 4. Accurate boundary survey and property description with tract boundary lines indicated by heavy lines. |
| <u>✓</u> | <u> </u> | 5. Accurate plat dimensions with all engineering information necessary to reproduce plat on the ground |

APPLICATION AND
FINAL PLAT CHECKLIST

<u>✓</u>	_____
_____	<u>✓</u>
<u>✓</u>	_____
<u>✓</u>	_____
_____	<u>✓</u>
<u>✓</u>	_____
<u>✓</u>	_____
_____	_____
<u>✓</u>	_____
<u>✓</u>	_____
_____	<u>✓</u>

6. Approved name and right-of-way width of each street, both within and adjacent to the subdivision
7. Locations, dimensions and purposes of any easements or other rights-of-way
8. Identification of each lot or site and block by letter or number and building lines of residential lots
9. The record owners of contiguous parcels of unsubdivided land; names and lot patterns of contiguous subdivisions, approved Concept Plans, reference recorded subdivision plats or adjoining platted land by record name, and deed record volume and page
10. Boundary lines, dimensions and descriptions of open spaces to be dedicated for public use of the inhabitants of the subdivision
11. Contours at a minimum of 2 ft. intervals
12. A certificate of dedication of all streets, alleys, parks and other public uses, signed by the owner or owners
13. The designation of the entity responsible for the operation and maintenance of any commonly held property, and a waiver releasing the City of such responsibility; a waiver releasing the City for damages in establishment or alteration of grades
14. An instrument of dedication or adoption signed by the owner or owners
15. Space for signatures attesting approval of the plat
16. The seal and signature of the surveyor and/or engineer responsible for surveying the subdivision and/or the preparation of the plat
17. Complies with all special requirements developed in preliminary plat review

✓
18. Plan profiles for streets and
utilities

Taken by _____

File No. 84-97-FP

Date 9/20/84

Fee \$ 35.00

Receipt _____

EXHIBIT "A"

All that certain Lot, tract or parcel of land, situated in the town of Rockwall, a part of the B.F. Boydstun Survey, in Rockwall County, Texas, and being a part of a tract of land conveyed to W.F. Davis by F.E. Cook and wife, Lillie Bell Cook, by deed dated, Jan. 8, 1951, of record in Vol. 47, Page 80, Deed Records of Rockwall County, Texas, and Lucy Z. Wilkerson et vir, to W.F. Rupe, dated May 29, 1939, and recorded in Vol. 35, Page 197, Deed Records, Rockwall County, Texas, and described as follows:

BEGINNING at J.E. Harris' Southwest corner;

THENCE South 88 deg. 35'E 152.1 feet to corner;

THENCE South 231.6 feet with fence to 3/4 inch axle in Right of way;

THENCE North 89 deg. 26'W 152.1 feet with Right of Way to Corner;

THENCE North, 234.5 feet with fence to the Place of Beginning;

Also known as Lot 68, Block A.

CITY OF ROCKWALL
OFFICIAL RECEIPT

DATE 9/28/84

NAME Bob Brown

ADDRESS Clark St.

Cash Check 3490 Other

GARBAGE		
LAND FILL PERMIT		
GARAGE SALES		
SOLICATORS PERMIT		
RENT		
MISCELLANEOUS WATER SALES		
<u>Allan Hogue</u>		
<u>Subdivision</u>	<u>35 00</u>	

Received By

2841

FORM G-1

CITY OF ROCKWALL OFFICIAL RECEIPT

DATE 7-13-84

NAME [Handwritten Name]

ADDRESS [Handwritten Address]

Cash
 Check
 Other

GARBAGE		
LAND FILL PERMIT		
GARAGE SALES		
SOLICATORS PERMIT		
RENT		
MISCELLANEOUS WATER SALES		
<u>Road of Department</u>		<u>50.00</u>
<u>Plot Fee</u>		<u>35.00</u>
		<u>75.00</u>

Received By [Handwritten Signature]

2798

FORM G-1

CONTRACT OF SALE

THE STATE OF TEXAS,
COUNTY OF ROCKWALL

By this Agreement and Contract

CALLIE LORENE BARKER

Seller

hereby sells and agrees to convey to

ALLEN HOGUE

Purchaser

the following described property lying and being situated in Rockwall County, Texas, to-wit:

BLOCK 68 LOT A, BEING 1.330 AC. OUT OF THE B. F. BOYDSTUN SURVEY, CITY OF ROCKWALL, ROCKWALL COUNTY TEXAS, ALSO BEING 703 E. BOYDSTUN, ROCKWALL, TEXAS, 75087

the purchase price is \$ 37,000.00 payable as follows: \$ ALL cash (of which Purchaser has deposited with LAKE RAY HUBBARD TITLE CO., INC. \$ -0- as earnest money and part payment, the receipt of which is hereby acknowledged by said deposit holder) and the balance to be paid as follows:

CLOSING TO BE ON OR BEFORE OCTOBER 1, 1984.

The payment of said note or notes to be secured by vendor's lien and Deed of Trust with power of sale and the usual covenants as to taxes, insurance and default.

Seller agrees to furnish Owner's Title Policy through LAKE RAY HUBBARD TITLE COMPANY INC., to said property which shall be conveyed free and clear of any and all encumbrances except those named herein, and Purchaser agrees to complete the sale as herein provided within ten days from the date said Company approves the title for title insurance unless otherwise provided for herein.

If said Company raises objections to the title to said property, Seller shall have 30 days time within which to meet such objections, and if Seller is unable to meet the objections, then the above mentioned deposit shall be returned to Purchaser, and this contract shall thereupon terminate and all parties be released from liability hereunder; but if the title is approved, and either party hereto fails or refuses to consummate this contract, the other may, at his option, enforce specific performance of this contract. In the event Purchaser is the defaulting party, Seller shall have the right to retain said cash deposit as liquidated damages for the breach of this contract.

Seller agrees, when the title objections have been met or waived, to deliver a good and sufficient General Warranty Deed conveying said property to Purchaser, and Purchaser agrees, when said deed is tendered, to pay balance of the cash payment and execute the note or notes and Deed of Trust herein provided for.

Purchaser agrees that any restrictions or conditions imposed in any additions or subdivision of which the herein described property is a part, or any existing party wall agreements or easements for utility purposes shall not be recited as objections to the title or considered as an encumbrance on said property.

In the event the improvements on the above described property are destroyed, or damaged beyond repair, by fire, windstorm, hail, explosion, or otherwise, before this contract is consummated, purchaser may, at his option, terminate this contract, and the deposit hereinbefore first mentioned shall be returned to purchaser.

Taxes for the current year, and current rents, insurance, and interest (if any) are to be prorated to date of closing.

Seller agrees to pay the undersigned agent a fee of -0- of the sale price for negotiating the sale hereunder, and in the event of default by the purchaser to pay to the agent none from the deposit received for above.

"In accordance with the requirements of the Texas Real Estate License Act, Section 28, you are advised as Purchaser that you should be furnished with or obtain a policy of Title Insurance or have the Abstract covering the Real Estate which is the subject of this Contract examined by an Attorney of your own selection."

There are no agreements, conditions, stipulations or representations verbal or otherwise, other than those contained herein.

This Contract is contingent upon Purchaser being able to obtain approval from the City of Rockwall for the following improvements:

Completely repyate and remodle existing house and garage, 2 large storage buildings, raise and remove remainder.

Erect a tilt wall concrete shop and office complex or brick construction according to specifications of the City of Rockwall, being 40 X 60 feet which will face Clark Street.

Seller shall have 30 days from date of closing to vacate and remove all personal property.

Executed in triplicate this 6 day of SEPTEMBER A. D., 19 84

Allen Hogue
Allen Hogue

Callie Lorene Barker
Callie Lorene Barker

722-5131
248-0164

PURCHASER

SELLER

Agent

LAKE RAY HUBBARD TITLE COMPANY, INC.
2310 RIDGE ROAD - SUITE A
RIDGE ROAD OFFICE PARK
ROCKWALL, TEXAS 75087

214/722-5852

Allen Hogue
513 Ridgeview
Rockwall, Tx. 75087

CITY OF ROCKWALL
205 West Rusk Street
ROCKWALL, TEXAS 75087-3793
(214) 722-1111 • Dallas 226-7885

SUBJECT
Allen Hogue Subdivision

DATE
10/10/84

MESSAGE:

On October 11, 1984, the Planning and Zoning Commission recommended approval of your final plat. The plat will go before the City Council on November 5th on the Consent Agenda.

CC: Bob Brown
Callie Barker

Karen Martin

ORIGINATOR-DO NOT WRITE BELOW THIS LINE

REPLY TO → SIGNED

REPLY

DATE SIGNED

SEND PARTS 1 AND 3 INTACT-PART 1 WILL BE RETURNED WITH REPLY

RM-858-3

ORIGINATOR'S COPY

ORIGINATOR DETACH AND FILE FOR FOLLOW UP

TO
Allen Hogue
513 Ridgeview
Rockwall, Tx. 75087

FROM
CITY OF ROCKWALL
205 West Rusk Street
ROCKWALL, TEXAS 75087-3793
(214) 722-1111 • Dallas 226-7885

SUBJECT
Allen Hogue Subdivision

DATE
11/7/84

MESSAGE:
On November 6th the City Council approved your final plat as submitted. Please submit 2 mylars and 8 blue-line copies with the proper signatures to this office for filing.

Done

BB: Bob Brown

Karen Martin

ORIGINATOR-DO NOT WRITE BELOW THIS LINE

REPLY TO → SIGNED

REPLY

DATE SIGNED

SEND PARTS 1 AND 3 INTACT-PART 1 WILL BE RETURNED WITH REPLY

Allen Hogue
513 Ridgeview
Rockwall, Tx. 75087

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REPLY

DATE SIGNED

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Ennis RM-858-3

ORIGINATOR'S COPY

ORIGINATOR DETACH AND FILE FOR FOLLOW UP

TO
Allen Hogue
513 Ridgeview
Rockwall, Tx. 75087

FROM
CITY OF ROCKWALL
205 West Rusk Street
ROCKWALL, TEXAS 75087-3793
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Allen Hogue Subdivision

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11/7/84

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Dane

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Karen Martin

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REPLY TO → SIGNED

REPLY

DATE SIGNED

SEND PARTS 1 AND 3 INTACT-PART 1 WILL BE RETURNED WITH REPLY

Ennis RM-858-3

ORIGINATOR'S COPY