

**LOWES HOME IMPROVEMENT CENTER
PRELIMINARY PUNCH LIST**

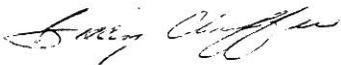
June 9, 1998

LOWES SITE
PCAD
FILES

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

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

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



Billy Chaffin
Construction Inspector
Engineering Department

97-41
LOWE'S
SITE
PLAN
T-128

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



TECHNICAL MEMORANDUM

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

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

DATE: July 2, 1997

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

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

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

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

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

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

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

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

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

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

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

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

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

**Steger
Town
Driveway**

**Westwood
Dr.**

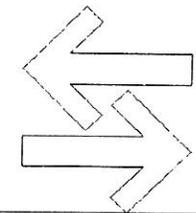
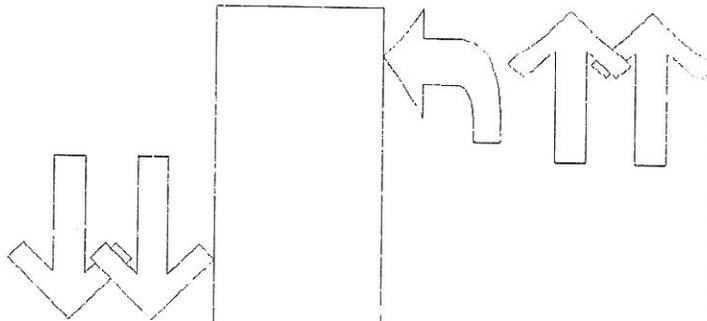
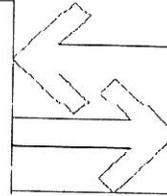
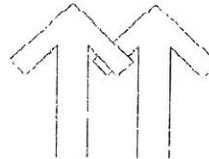
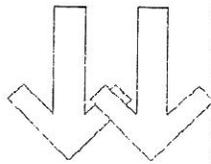
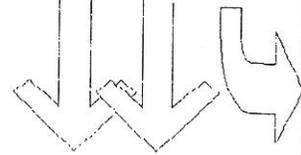
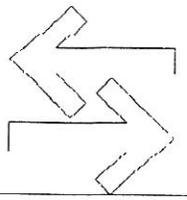


Exhibit A

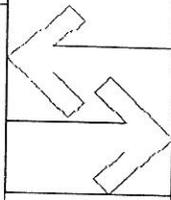
July 2, 1997



Steger
Town
Driveway



Westwood
Dr.



Driveway
Realigned

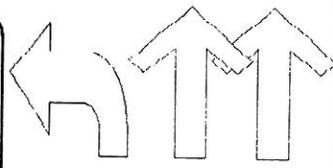
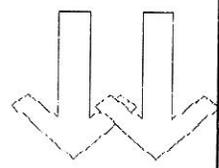
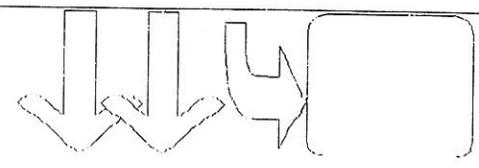
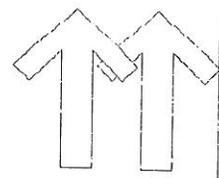
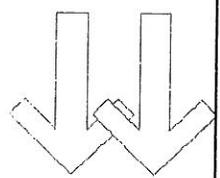
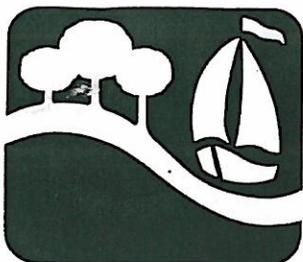


Exhibit B
July 2, 1997





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

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

97-52

FILE COPY

September 11, 1997

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

RE: Approval Verification

Dear John:

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

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

Sincerely,

Bill Crolley
Director of Community Development

STEGAR
TOWNE
(LOWE'S)
FILED

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



DRAFT FOR BILL CROLLEY'S REVIEW

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

August 12, 1997

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

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

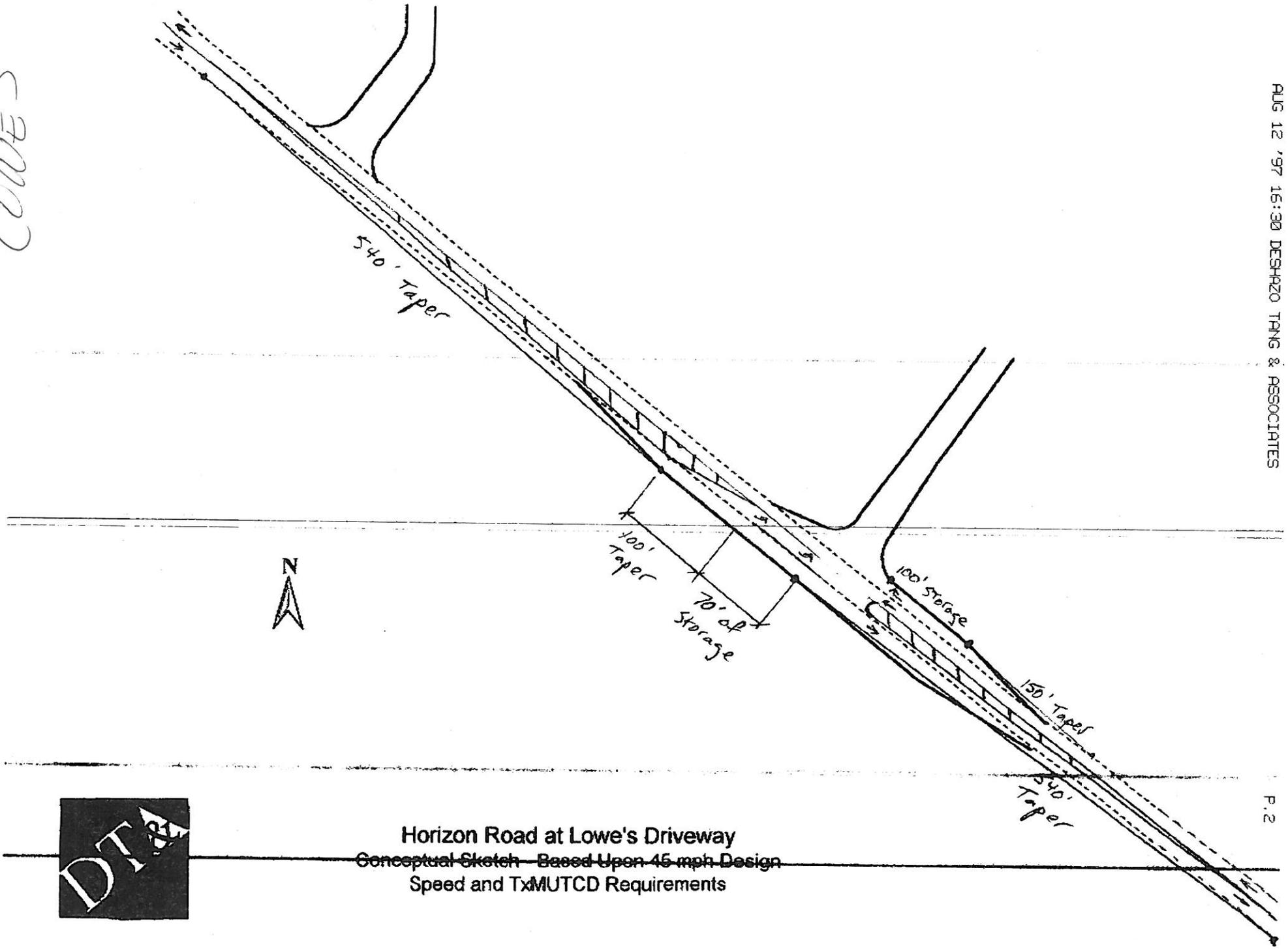
Dear Bill:

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

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

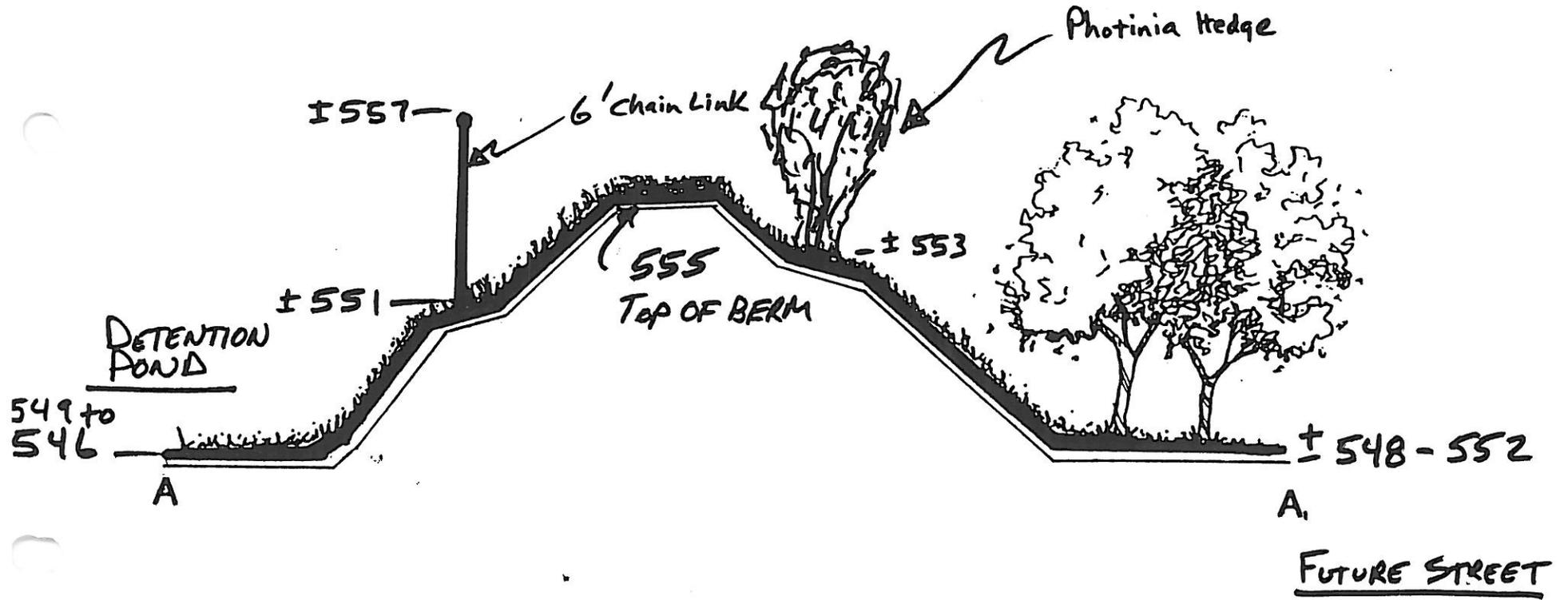
The alternative to realign the proposed driveway from Stegar Towne crossing with the existing assignment of Westwood Drive could enhance traffic operations if the subject intersection was contemplated to becoming signalized. The probability of this occurring, however, is unlikely considering the physical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

LOWE'S



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

SCHEMATIC SECTION



Lowes
97-52

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

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

E-MAIL: wayne.miller@internetMCI.com

September 3, 1997

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

Hand Delivered - One Hour

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

Dear Julie:

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

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

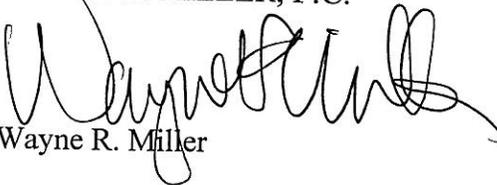
SEP 4 1997
CITY OF ROCKWALL

Julie Couch, City Manager
September 3, 1997
Page 2

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

Yours very truly,

WAYNE R. MILLER, P.C.



Wayne R. Miller

WRM:lal

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

Enclosures

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

LAWRENCE A. GATES & ASSOCIATES, INC.
 14200 Midway Road, Suite 122
 DALLAS, TEXAS 75244
 (972) 385-2272
 FAX (972) 980-1627

LETTER OF TRANSMITTAL

DATE	7-23-97	JOB NO.	97036
ATTENTION	BILL CROLLEY		
RE:	STEGER TOWNE-PHASE II		

TO CITY OF ROCKWALL

 205 W. RUSK

 ROCKWALL, TEXAS

WE ARE SENDING YOU Attached Under separate cover via DEL. the following items:
 Shop drawings Prints Plans Samples Specifications
 Copy of letter Change order _____

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

THESE ARE TRANSMITTED as checked below:

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

REMARKS _____

9752

COPY TO _____

SIGNED: _____



600 BEL AIR BOULEVARD MOBILE, ALABAMA 36606
 (334) 471-3437 FAX (334) 471-3287

TO: LARRY ZATTS

DATE: 22 JUL 97
 RE: Lowe's
Rockwall
TX

WE ARE SENDING THE FOLLOWING:

- | | |
|--|---|
| <input type="checkbox"/> BLUELINES | <input type="checkbox"/> PHOTOGRAPHS |
| <input type="checkbox"/> ORIGINAL DRAWINGS | <input type="checkbox"/> SAMPLES |
| <input type="checkbox"/> SPECIFICATIONS | <input type="checkbox"/> SUBMITTAL DATA |
| <input type="checkbox"/> SHOP DRAWINGS | <input type="checkbox"/> |

PURPOSE:

FOR COMMENT _____
 FOR APPROVAL _____
 FOR YOUR USE _____
 AS PER YOUR REQUEST _____
 FOR YOUR INFORMATION _____

REVIEWED BY US AS NOTED _____
 FOR EXECUTION _____
 FOR REVISION _____
 FOR ESTIMATE _____
 OTHER _____

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

REMARKS:

SENT HERewith

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

DPF ARCHITECTS

BY SCOTT KIRK

97-51



600 BEL AIR BOULEVARD MOBILE, ALABAMA 36606
(334) 471-3437 FAX (334) 471-3287

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

DATE: 21 JUL 97

RE: Lowel's
ROCKWALL, TX

WE ARE SENDING THE FOLLOWING:

- BLUELINES
- ORIGINAL DRAWINGS
- SPECIFICATIONS
- SHOP DRAWINGS
- PHOTOGRAPHS
- SAMPLES
- SUBMITTAL DATA
-

PURPOSE:

FOR COMMENT _____
FOR APPROVAL _____
FOR YOUR USE _____
AS PER YOUR REQUEST _____
FOR YOUR INFORMATION _____

REVIEWED BY US AS NOTED _____
FOR EXECUTION _____
FOR REVISION _____
FOR ESTIMATE _____
OTHER _____

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

REMARKS:

SENT HEREWITH

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

DPF ARCHITECTS

BY SCOTT KIRK

0181200055

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

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

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

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

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

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

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00066

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

Section 4. Utilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

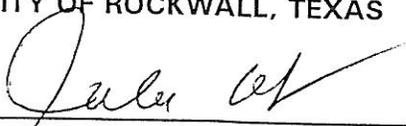
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Section 16. Covenant Running with the Land. This Agreement shall be considered as a covenant running with the land and shall be binding upon Developer, its successors and assigns, and shall be filed of record, in conjunction with the final plat, in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

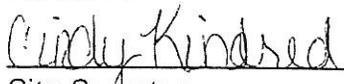
Section 17. Termination and Release. Upon the satisfactory completion by the Developer and final acceptance by the City of all requirements of this Agreement, this Agreement shall terminate and the City will execute a release of covenant to the Developer, its assigns, successors, grantees, trustees and/or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

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

CITY OF ROCKWALL, TEXAS

By: 
Julie Couch, City Manager

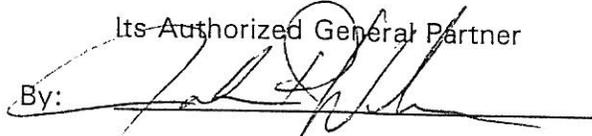
ATTEST:


Cindy Kindred
City Secretary

STEGER TOWNE CROSSING. L.P.

By: STC ROCKWALL DEVELOPMENT, *INC.*

Its Authorized General Partner

By: 
John P. Weber, Its President

INC.,

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

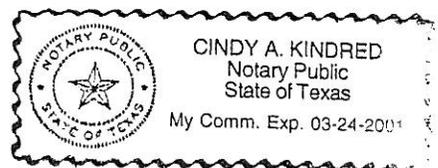
0181200009

ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF ROCKWALL §

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

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



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

MY COMMISSION EXPIRES:

03-24-2001
(SEAL)

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

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

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

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

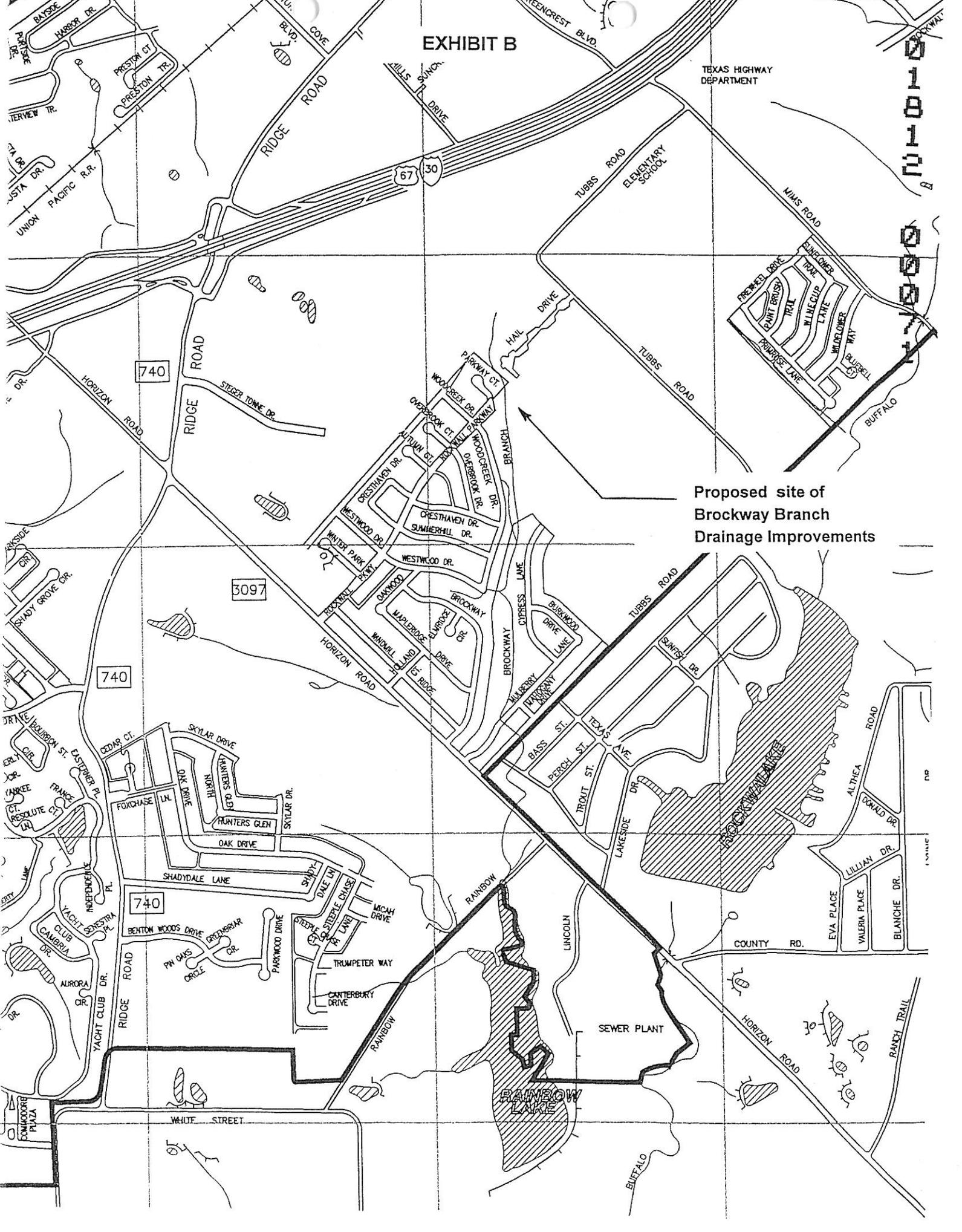
MY COMMISSION EXPIRES:

(SEAL)



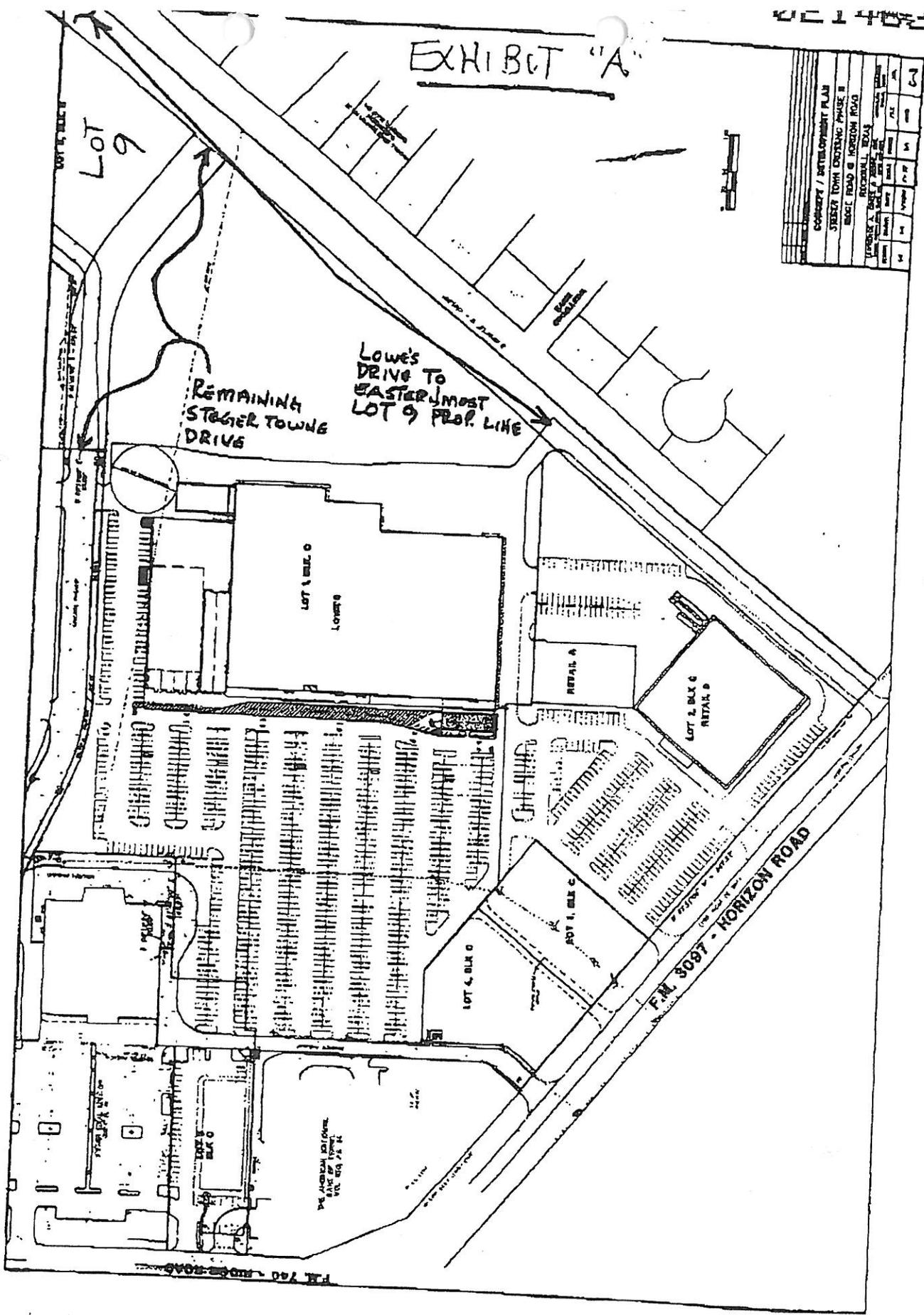
EXHIBIT B

TEXAS HIGHWAY DEPARTMENT



Proposed site of Brockway Branch Drainage Improvements

EXHIBIT "A"



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

FACILITIES AGREEMENT

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

WITNESSETH:

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

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

WHEREAS, this agreement affects Phase III only; and

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

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

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

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

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

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

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

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

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

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

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

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

Section 4. Utilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF ROCKWALL, TEXAS

ATTEST:

By: _____
Julie Couch, City Manager

Cindy Kindred, City Secretary

740/3097 LIMITED PARTNERSHIP

By: _____
O. L. Steger III, its General Partner

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF ROCKWALL §

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

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

MY COMMISSION EXPIRES:

Notary Public, State of Texas
Printed name: _____

(S E A L)

STATE OF TEXAS §
COUNTY OF ROCKWALL §

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

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

MY COMMISSION EXPIRES:

Notary Public, State of Texas
Printed name: _____

(S E A L)

C O V E R

S H E E T

ICBO FAX



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

COMMENTS:

*LOWE'S
SITE PLAN
FILES*

From the desk of...

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

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

91-52



International Conference of Building Officials

1 512 343 9116

P.02

CONFERENCE SERVICES OFFICE

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



February 5, 1998

BOARD OF DIRECTORS

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ALAN P. OLSON, R.A., C.B.O.
ASSISTANT DEVELOPMENT
SERVICES DIRECTOR
PHOENIX, ARIZONA

FIRST VICE-CHAIRMAN

KENNETH G. LARSEN, C.B.O.
DIRECTOR OF BUILDING AND HOUSING
CHULA VISTA, CALIFORNIA

SECOND VICE-CHAIRMAN

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CODES ADMINISTRATOR
LAKWOOD, COLORADO

IMMEDIATE PAST CHAIRMAN

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BUILDING OFFICIAL
BROOMFIELD, COLORADO

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BUILDING OFFICIAL
HOPKING, MINNESOTA

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BUILDING DEPARTMENT DIRECTOR
COUNTY OF JEFFERSON
GOLDEN, COLORADO

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BUILDING OFFICIAL
BURLINGAME, CALIFORNIA

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MANAGER OF PERMIT
AND ZONING ADMINISTRATION
DARVILLE, ONTARIO, CANADA

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DIRECTOR OF BUILDING SERVICES
AND LICENSING
SALT LAKE CITY, UTAH

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CHIEF BUILDING OFFICIAL
PALO ALTO, CALIFORNIA

RONALD L. MENABER, C.B.O.

DIRECTOR OF INSPECTIONS
MAHF GROVE, MINNESOTA

JOHN E. PIERCE, C.B.O.

BUILDING OFFICIAL
IRVING, TEXAS

LARRY W. RICHARDS, C.B.O.

BUILDING SAFETY DIRECTOR
SCENALC, ARIZONA

RAINAR W. SCHILLER, C.B.O.

BUILDING OFFICIAL
LAGUNA HILLS, CALIFORNIA

RON K. WAITS, C.B.O.

CHIEF OF BUILDING INSPECTIONS
BUILDING SAFETY DIVISION
ANCHORAGE, ALASKA

DONALD L. WOLFE, P.E.

DEPUTY DIRECTOR OF PUBLIC WORKS
COUNTY OF LOS ANGELES
ALHAMBRA, CALIFORNIA

PRESIDENT

JOH S. TRAW, P.E.

Plan Check Number: 15046

Project: Lowe's, Rockwall, Texas

Project Address : Steger Towne Crossing II
Rockwall, TX

Type of Construction: II-N

Number of Stories: One

Floor Area: 164,578 sq. ft.

Valuation: \$4,101,968

Seismic Zone: Zero

Basic Wind Speed: 70 MPH, Exposure C

Ground Snow Load: N/A

OFFICES OF

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

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

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

Via Fax: 334/343-5505

Subject: Recheck - Fire Code

Dear Mr. Doolittle:

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

Sincerely yours,

International Conference of Building Officials

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

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

HN/kp

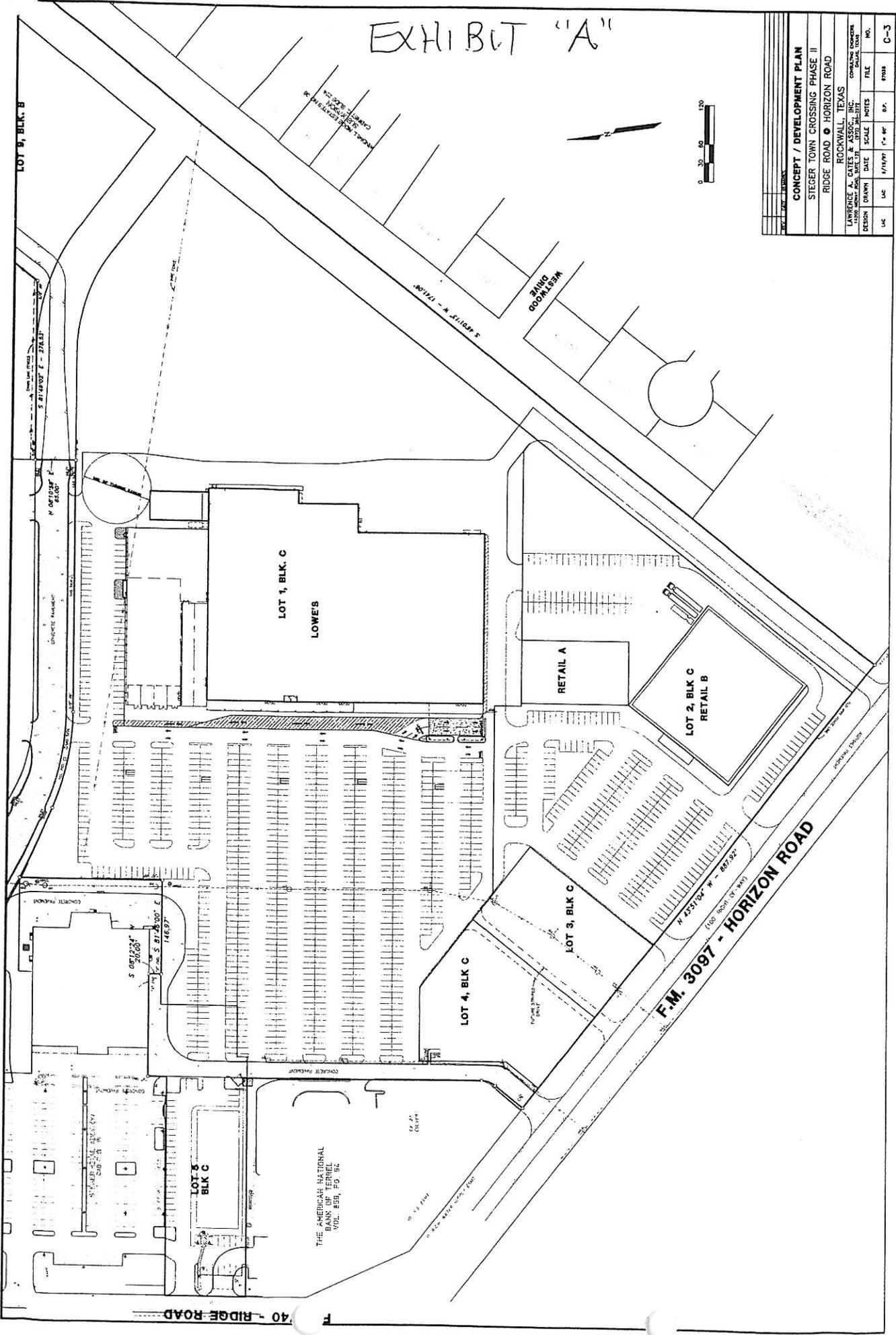
MAILNCKM15046DD011TT7 WPD

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

Fire Re-Check

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

EXHIBIT "A"



CONCEPT / DEVELOPMENT PLAN	
STEGER TOWN CROSSING PHASE II	
RIDGE ROAD @ HORIZON ROAD	
ROCKWALL, TEXAS	
DESIGNER	LAWRENCE A. CULLEN & ASSOCIATES, INC.
DATE	1/11/97
SCALE	1" = 40'
NOTES	CONCEPT DEVELOPMENT
FILE	STEGER TOWN CROSSING PHASE II
NO.	C-3

MEMORANDUM

LOWE'S
FILES

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

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

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

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

FACILITIES AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4. Utilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF ROCKWALL, TEXAS

By: _____
Julie Couch, City Manager

ATTEST:

City Secretary

WEBER DEVELOPMENT, INC.

By: _____
Its Authorized Agent

ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF ROCKWALL §

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

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

MY COMMISSION EXPIRES:

Notary Public, State of Texas
Printed name: _____

(S E A L)

STATE OF TEXAS §
COUNTY OF ROCKWALL §

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

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

MY COMMISSION EXPIRES:

Notary Public, State of Texas
Printed name: _____

(S E A L)

City Of Rockwall

Community Development Request Application

9752

Items Submitted:

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

Description

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

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

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

Proposed Use For Property: RETAIL

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

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

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

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

Phone: _____ Phone: (972) 991-8472

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

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

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

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

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

Submittal Fee: (Notaries are available)

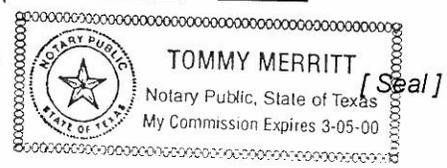
BEFORE ME, a Notary Public, on this day personally appeared LAWRENCE A. CATES the undersigned applicant, who under Oath, stated the following:

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

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

03-05-00
My Commission Expires

Tommy Merritt
Notary Public in & for the State of Texas



MINUTES OF THE ROCKWALL CITY COUNCIL AUGUST 18, 1997

5

10 Call to Order

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

15

Consent Agenda

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

20

25

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

30

Appointments/Plats/Plan/Public Hearings

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

35

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

40

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

45

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

50

55

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

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

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

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

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

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

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

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

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

Ord. No. __

150 AN ORDINANCE OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE
155 COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF ROCKWALL AS
HERETOFORE AMENDED SO AS TO GRANT A CONDITIONAL USE PERMIT
FOR A STRUCTURE NOT MEETING THE EXTERIOR MATERIALS
REQUIREMENTS ON A TRACT OF LAND DESCRIBED HEREIN; PROVIDING
FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO
EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH
OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A
REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

160 Council voted unanimously to approve the request.

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

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

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

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

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

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

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

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

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

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

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

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

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

330

George R. Hatfield, Mayor

Attest:

335

Cindy Kindred, City Secretary

PROPERTY DESCRIPTION

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

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

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

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

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

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

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

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

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

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

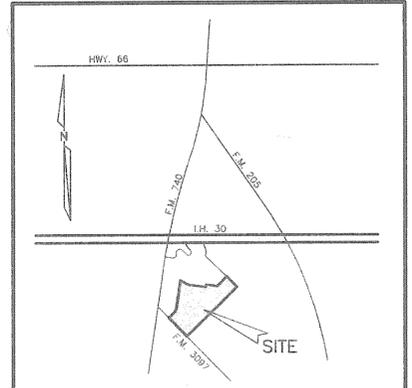
THENCE: NORTH 43°51'04" WEST ALONG THE NORTHEAST LINE OF FARM MARKET ROAD NO. 3097 AND THE SOUTHWEST LINE OF 740/3097 LIMITED PARTNERSHIP TRACT FOR A DISTANCE OF 641.40 FEET TO A 5/8" IRON ROD SET IN THE EAST LINE OF A 20 FEET DRAINAGE AND UTILITY EASEMENT, AS RECORDED IN VOLUME 606, PAGE 317 OF THE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

THENCE: NORTH 46°08'26" E, ALONG SAID EAST LINE OF THE 20 FEET DRAINAGE AND UTILITY EASEMENT, A DISTANCE OF 182.69 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 37°56'25", A RADIUS OF 285.27 FEET AND WHOSE CHORD BEARS NORTH 27°10'44" EAST, A DISTANCE OF 185.47 FEET;

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

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

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



LOCATION MAP (NOT TO SCALE)

EXISTING ZONING 'A'

PROPOSED ZONING 'C'
EXISTING ZONING 'A'

EXISTING ZONING 'C'

EXISTING ZONING 'C'

EXISTING ZONING 'C'

EXISTING ZONING 'PD-9'

EXISTING ZONING 'C'

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

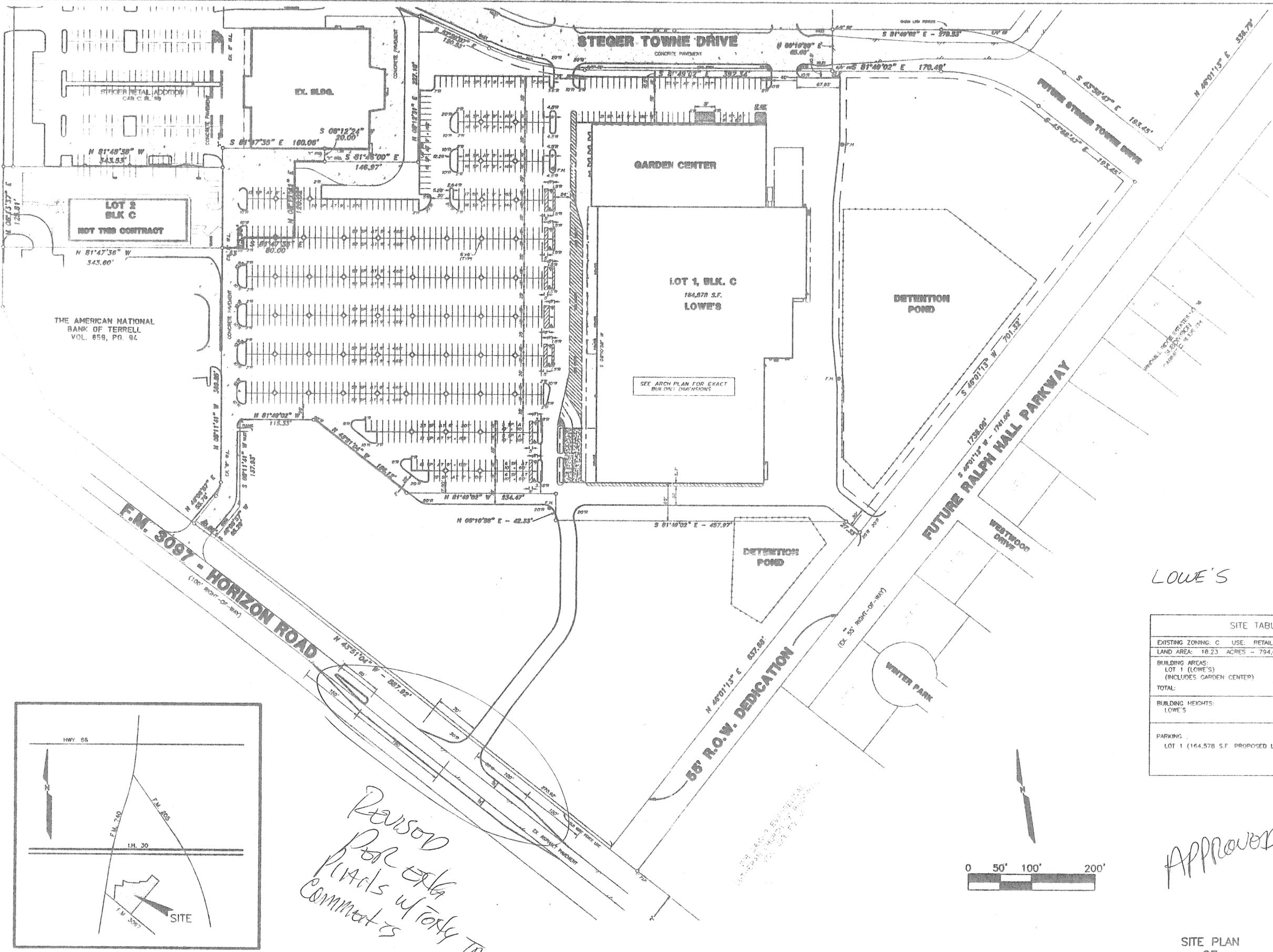
JUNE 18, 1997

FILE COPY
7-8-97
97-44

S:\VMS\197036\ZONING\ZONING.DWG 18 JUN 19 10:13:21 1997

F.M. 740 - RIDGE ROAD

STEGER TOWNE DRIVE
CONCRETE PAVEMENT



THE AMERICAN NATIONAL BANK OF TERRELL
VOL. 859, PG. 92

LOT 2
BLK C
NOT THIS CONTRACT

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

DETENTION POND

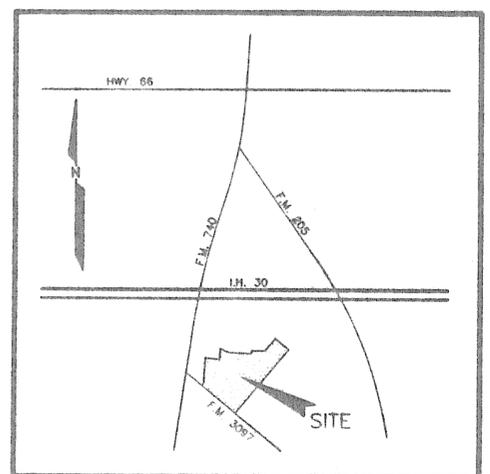
SEE ARCH PLAN FOR EXACT BUILDING DIMENSIONS

DETENTION POND

FUTURE RALPH HALL PARKWAY
WESTWOOD DRIVE

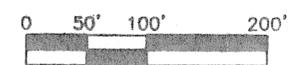
LOWE'S

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



LOCATION MAP
(NOT TO SCALE)

REVISION FOR EXTRA PLACED WITH COMMENTS



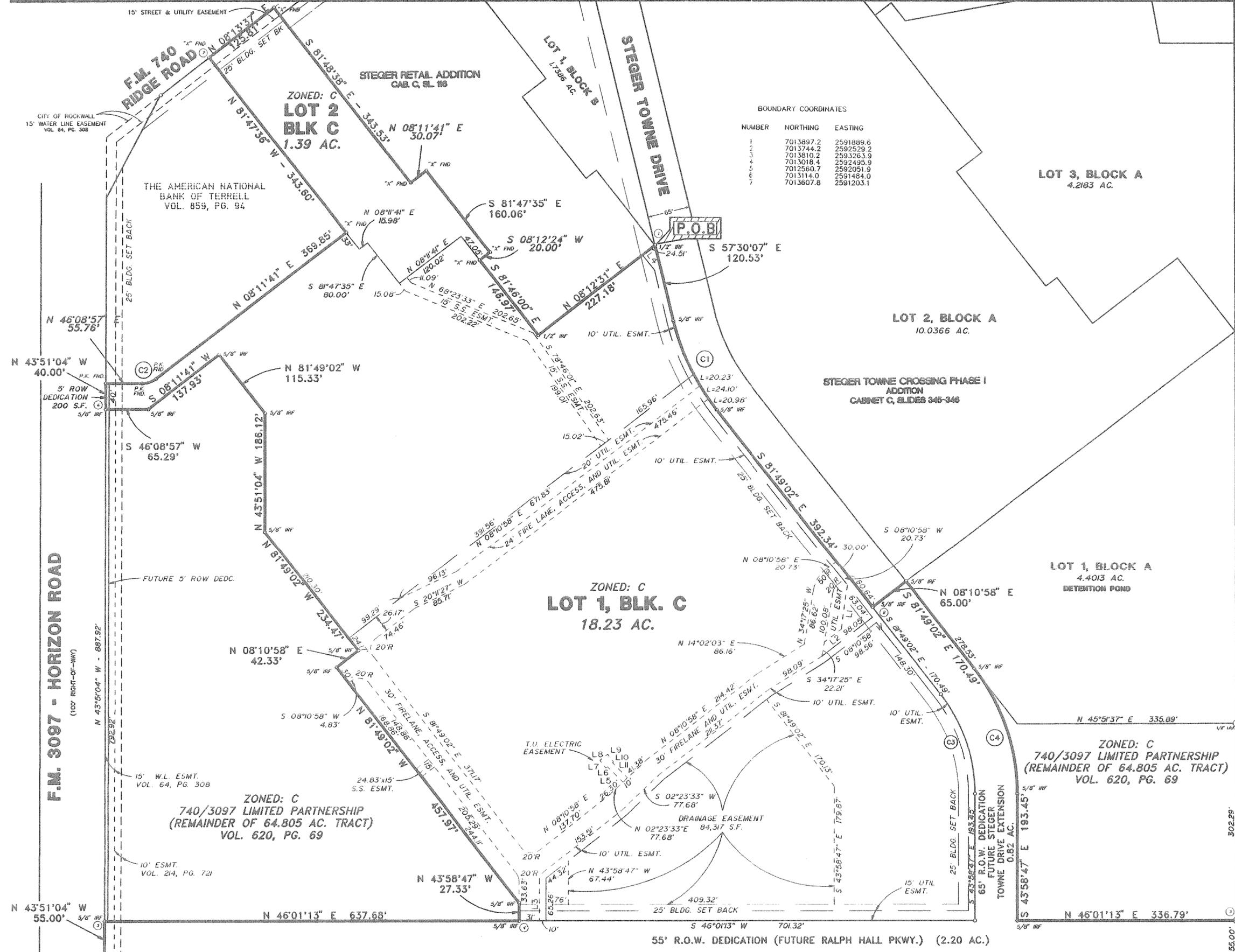
APPROVED

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

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

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

SITE PLAN OF **97-52**
STEGER TOWNE CROSSING
PHASE II
LOCATED IN THE CITY OF ROCKWALL, TEXAS
BEING OUT OF THE
JAMES SMITH SURVEY, ABSTRACT NO. 200
ROCKWALL COUNTY, TEXAS
JULY 23, 1997



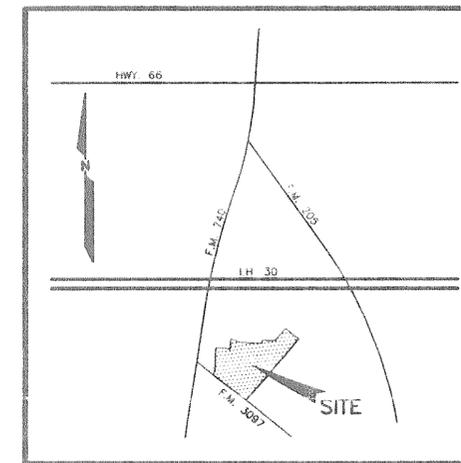
BOUNDARY COORDINATES

NUMBER	NORTHING	EASTING
1	7013897.2	2591889.6
2	7013744.2	2592529.2
3	7013810.2	2593263.9
4	7013018.4	2592495.9
5	7012560.7	2592051.9
6	7013114.0	2591484.0
7	7013607.8	2591203.1

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

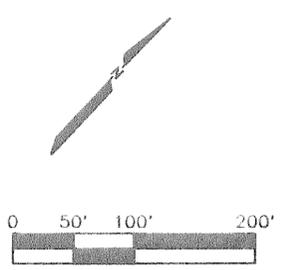
OWNER:
 740/3097 LIMITED PARTNERSHIP
 O.L. STEGER, III, GENERAL PARTNER
 504 WEST RUSK
 ROCKWALL, TEXAS 75087

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



LOCATION MAP
(NOT TO SCALE)

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



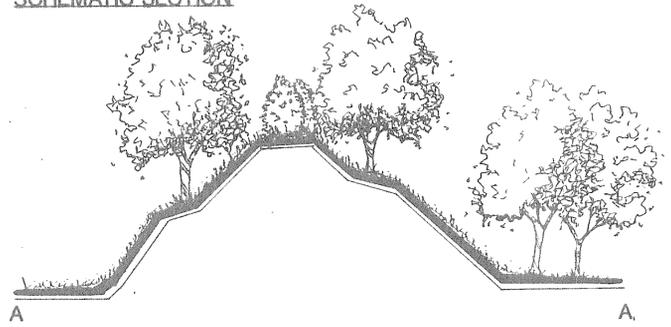
No.	BEARING/DIST
L1	S 36°11'53" E 68.69'
L2	S 08°10'58" W 32.58'
L3	S 43°58'47" E 60.36'
L4	N 81°47'29" W 30.00'
L5	N 88°49'36" W 33.93'
L6	S 08°10'58" W 2.89'
L7	N 81°49'02" W 15.00'
L8	N 08°10'58" E 15.00'
L9	S 81°49'02" E 15.00'
L10	S 08°10'58" W 2.03'
L11	S 88°49'36" E 32.92'

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

**LOTS 1 & 2, BLOCK C,
 STEGER TOWNE CROSSING
 PHASE II**

LOCATED IN THE CITY OF ROCKWALL, TEX
 BEING OUT OF THE
 JAMES SMITH SURVEY, ABSTRACT NO. 20
 ROCKWALL COUNTY, TEXAS

SCHEMATIC SECTION

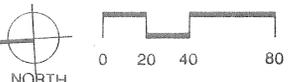
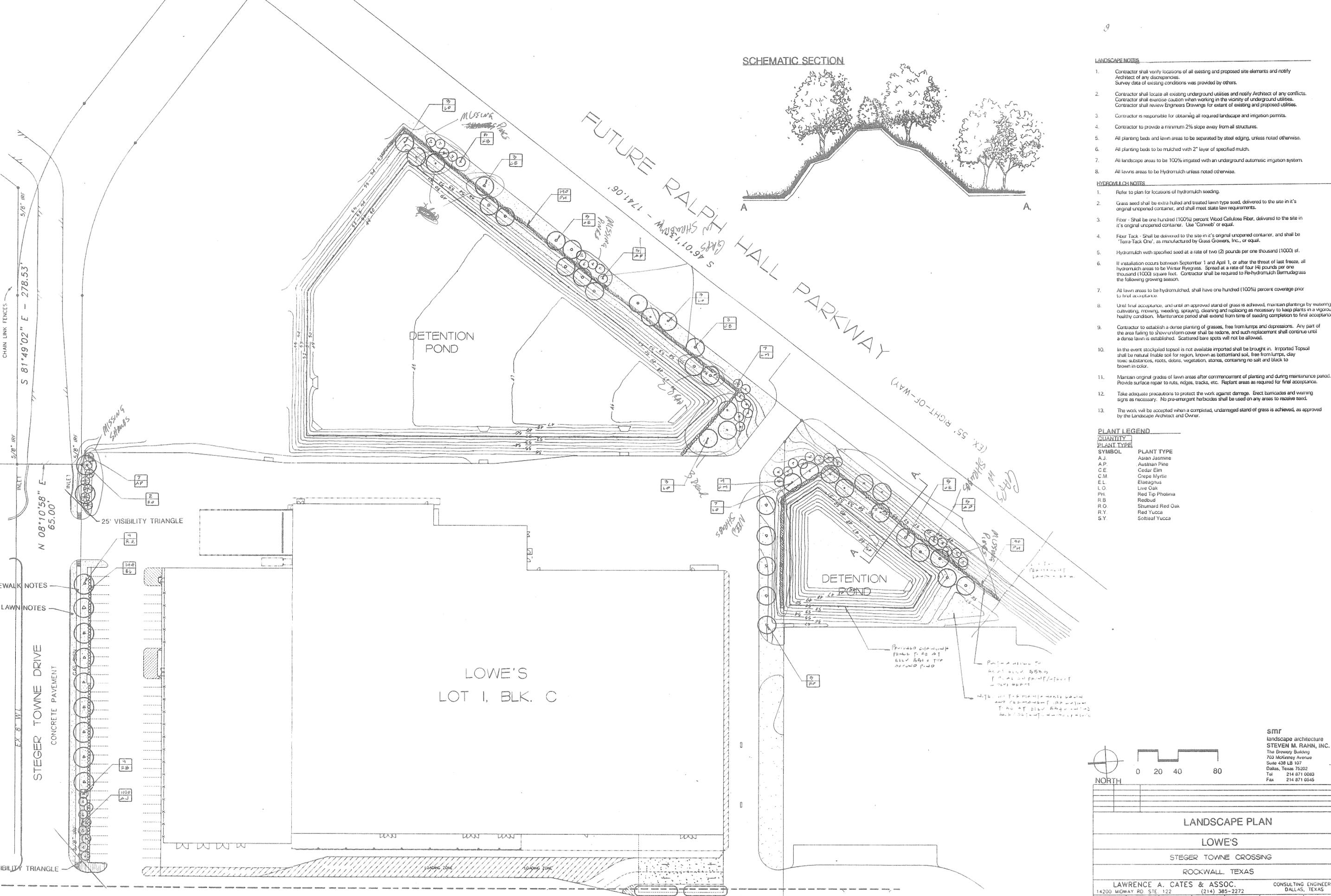


LANDSCAPE NOTES

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

PLANT LEGEND

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



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

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

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

LOT 1, BLOCK B
17386 AC

EX. BLDG.

THE AMERICAN NATIONAL
BANK OF TERREL
VOL 859, PG 94

F.M. 3097 - HORIZON ROAD

F.M. 740 - RIDGE ROAD

- LANDSCAPE NOTES**
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 - Contractor to provide a minimum 2% slope away from all structures.
 - All planting beds and lawn areas to be separated by steel edging, unless noted otherwise.
 - All planting beds to be mulched with 2" layer of specified mulch.
 - All landscape areas to be 100% irrigated with an underground automatic irrigation system.
 - All lawn areas to be Hydromulch unless noted otherwise.

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 - If installation occurs between September 1 and April 1, or after the threat of last freeze, all hydromulch areas to be Winter Flygrass. Spread at a rate of four (4) pounds per one thousand (1000) square feet. Contractor shall be required to Re-hydromulch Bermudagrass the following growing season.
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 - All landscape shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding, and other such activities common to landscape maintenance.
 - All landscape areas shall be kept free of trash, litter, weeds, and other such material or plants not a part of this plan.
 - All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year.
 - All plant material which dies shall be replaced with plant material of equal or better value.

PLANT LIST

TREES

BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
Cercis canadensis	Redbud	19	2 1/2" cal.	B&B multi-trunk, 10' ht. min
Lagerstroemia indica 'White'	Crape Myrtle	21	10' ht.	B&B 3 trunk min. matching
Pinus nigra	Austrian Pine	35	8' ht.	B&B 4' sprd., full to base
Quercus shumardii	Shumard Red Oak	23	4" cal.	B&B 14' ht., 4' sprd., 5' branching ht.
Quercus virginiana	Live Oak	79	4" cal.	B&B 15' ht., 5' sprd., 5' branching ht.
Ulmus crassifolia	Cedar Elm	37	4" cal.	B&B 14' ht., 4' sprd., 6' branching ht.

SHRUBS / GROUND COVER / LAWN

BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
Elaeagnus pungens	Elaeagnus	184	5 gal.	cont. full, 20" sprd., 24" o.c.
Hesperaloe parviflora	Red Yucca	50	1 gal.	cont. full, 12" ht., 12" sprd., 18" o.c.
Photinia fraseri	Red Tip Photinia	320	7 gal.	cont. full, 30" sprd., 36" o.c.
Yucca recurvifolia	Softleaf Yucca	12	7 gal.	cont. full, 24" ht. min.
Trachypogon asiaticum	Asian Jasmine	4,100	4" pots	cont. (3) 10' runners min., 12" o.c.
Cynodon dactylon	Common Bermudagrass			refer to notes

PLANT LEGEND

QUANTITY

PLANT TYPE

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

File Copy
7-29-97

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FILE COPY

9752

REV.	DATE	REMARKS

LANDSCAPE PLAN

LOWE'S

STEGER TOWNE CROSSING

ROCKWALL, TEXAS

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

CONSULTING ENGINEERS
DALLAS, TEXAS

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

LANDSCAPE TABULATIONS
LOWE'S LANDSCAPE TABULATIONS
TOTAL SITE AREA: s.f.
Requirements: (10%) of total site area to be landscape (reduced from 15% by screening and landscaping parking lot)

(5%) of required landscape area must be located in street yard

Required	Provided
Required	30,292 s.f.
Required	10,368 s.f.

STREET TREES
Requirements: (1) Tree per 50 l.f. of frontage
(5) trees

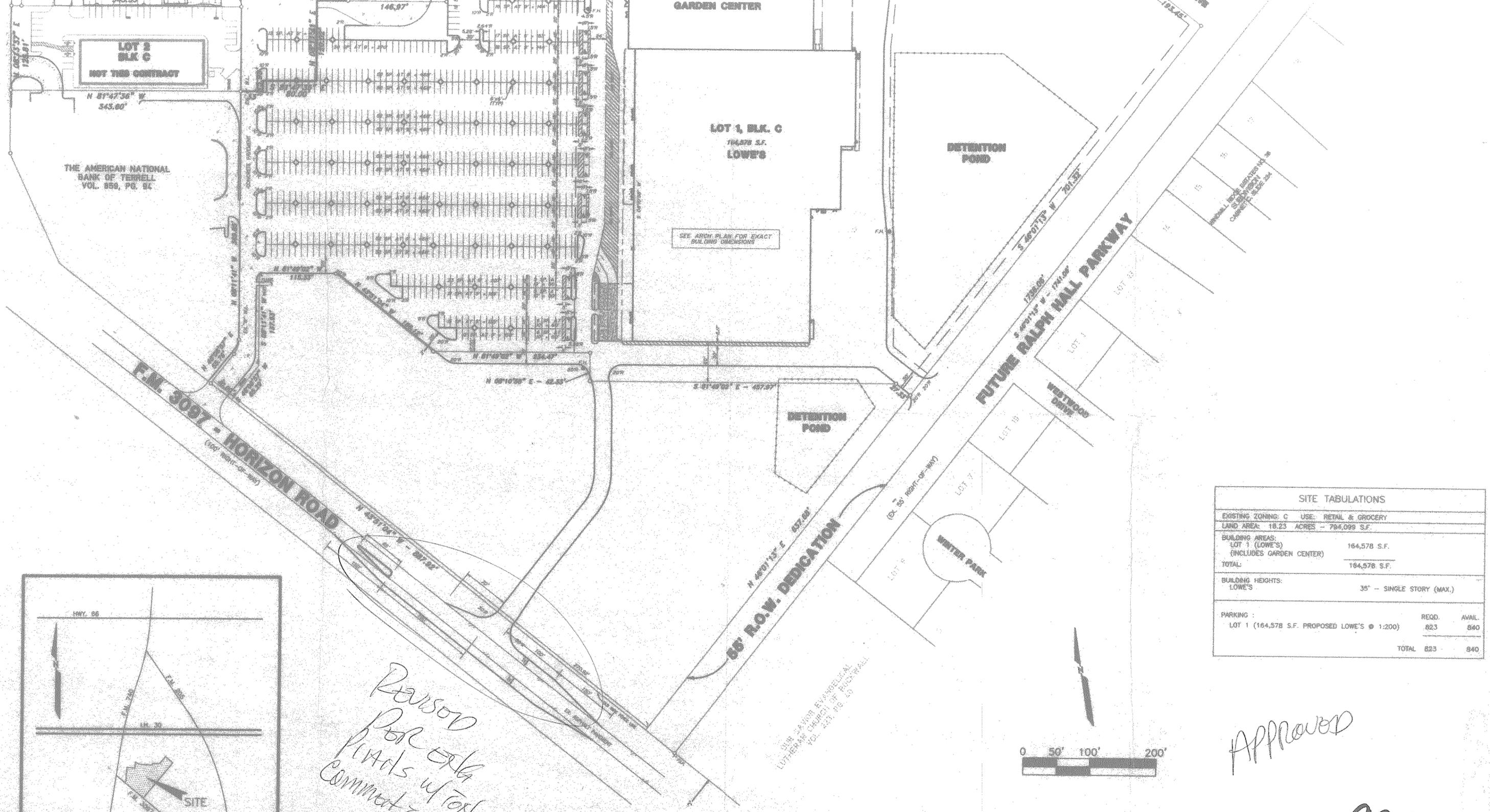
Required	Provided
Required	(7) trees

PARKING LOT LANDSCAPE: 258,440 s.f. (767) spaces
Requirements: (5%) of parking lot area to be landscape
(1) tree per (20) parking spaces

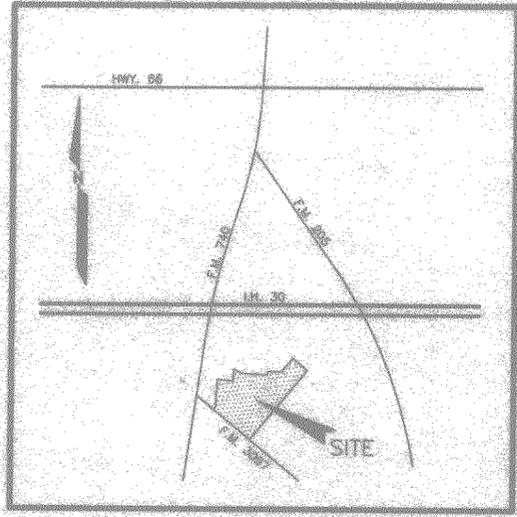
Required	Provided
Required	12,922 s.f.
Required	15,615 s.f.
(33) trees	(69) trees



F.M. 740 - RIDGE ROAD



SITE TABULATIONS		
EXISTING ZONING: C	USE: RETAIL & GROCERY	
LAND AREA: 16.23 ACRES - 704,099 S.F.		
BUILDING AREAS:		
LOT 1 (LOWE'S)	164,578 S.F.	
(INCLUDES GARDEN CENTER)		
TOTAL:	164,578 S.F.	
BUILDING HEIGHTS:		
LOWE'S	35' - SINGLE STORY (MAX.)	
PARKING:		
LOT 1 (164,578 S.F. PROPOSED LOWE'S @ 1:200)	REQD. 823	AVAIL. 840
	TOTAL 823	840



LOCATION MAP (NOT TO SCALE)

Revised per ADA Plans w/ Tony Thomas Comments



Approved

SITE PLAN OF **97-52**
STEGER TOWNE CROSSING PHASE II
 LOCATED IN THE CITY OF ROCKWALL, TEXAS
 BEING OUT OF THE
 JAMES SMITH SURVEY, ABSTRACT NO. 200
 ROCKWALL COUNTY, TEXAS
 JULY 23, 1997

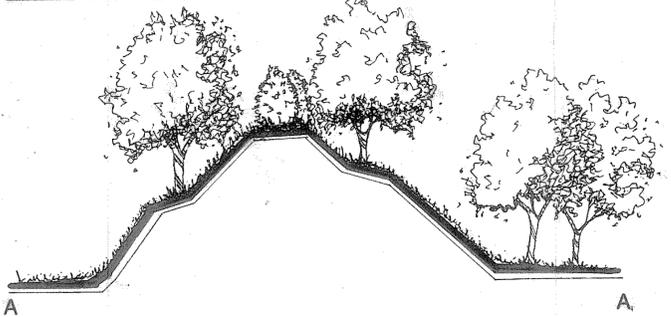
OWNER:
 740/3097 LIMITED PARTNERSHIP, L.P.
 O.L. STEGER, III, GENERAL PARTNER
 504 WEST RUSK
 ROCKWALL, TEXAS 75087

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

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

EXHIBIT 97-52-1 PLANAL SITE PLAN/ENC

SCHEMATIC SECTION

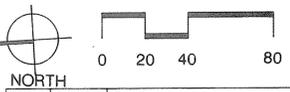
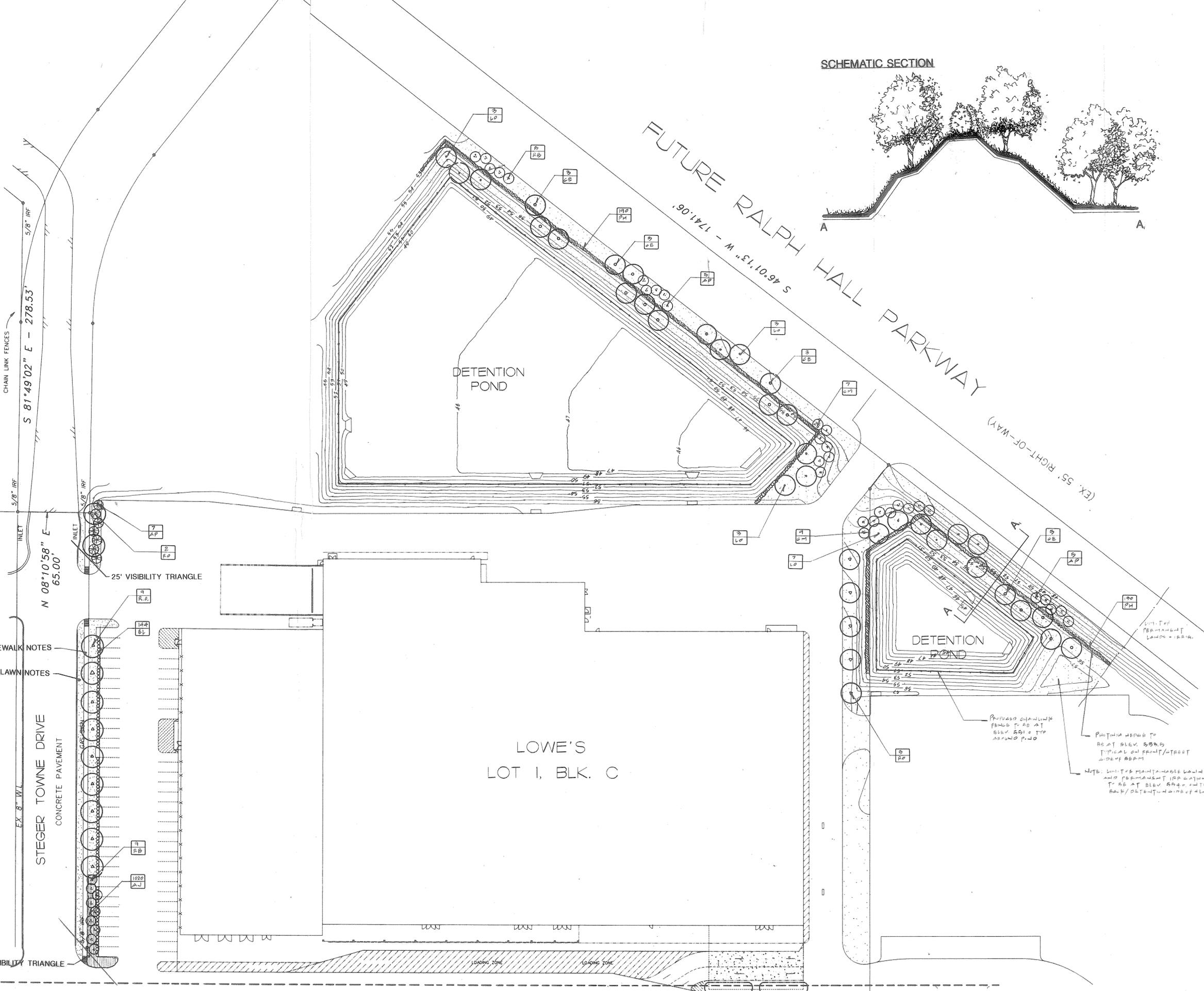


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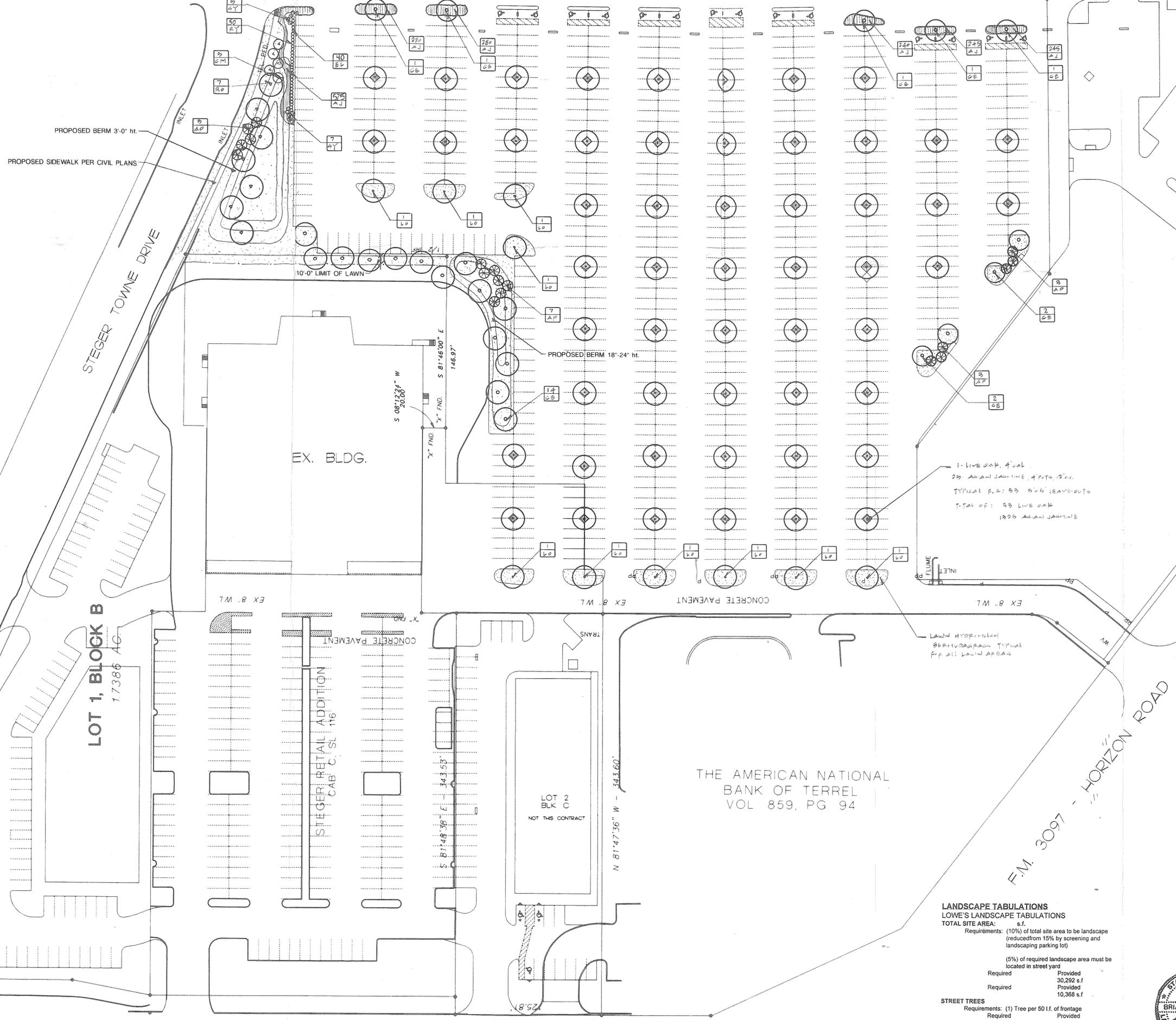
PLANT LEGEND

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



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



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	Lagerstroemia indica 'White'	Crape Myrtle	21	10' ht.	B&B 3 trunk min. matching
	Pinus nigra	Austrian Pine	35	8" ht.	B&B 4' sprd., full to base
	Quercus shumardi	Shumard Red Oak	23	4" cal.	B&B 14' ht., 4' sprd., 5' branching ht.
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Trachypogon asiaticum	Asian Jasmine	4,160	4" pots	cont. (3) 10" runners min., 12" o.c.
Cynodon dactylon	Common Bermudagrass			refer to notes

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R.Y.	Red Yucca
S.Y.	Softleaf Yucca

1- LIVE OAK, 4" CAL.
 20- ASIAN JASMINE, 4" POTS, 12" H.
 TYPICAL P.L. 53 5" O.G. LEAVES OUTS
 TOTAL OF: 53 LIVE OAK
 1300 ASIAN JASMINE

LAWN HYDROMULCH
 BERMUDAGRASS TYPICAL
 FOR ALL LAWN AREAS

THE AMERICAN NATIONAL
 BANK OF TERREL
 VOL 859, PG 94

LANDSCAPE TABULATIONS
 LOWE'S LANDSCAPE TABULATIONS
 TOTAL SITE AREA: s.f.
 Requirements: (10%) of total site area to be landscape (reduced from 15% by screening and landscaping parking lot)
 (5%) of required landscape area must be located in street yard

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Required	Provided
	10,368 s.f.

STREET TREES
 Requirements: (1) Tree per 50 l.f. of frontage

Required	Provided
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 Requirements: (5%) of parking lot area to be landscape (1) tree per (20) parking spaces

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LANDSCAPE PLAN

LOWE'S
 STEGER TOWNE CROSSING
 ROCKWALL, TEXAS

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 CONSULTING ENGINEERS DALLAS, TEXAS

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

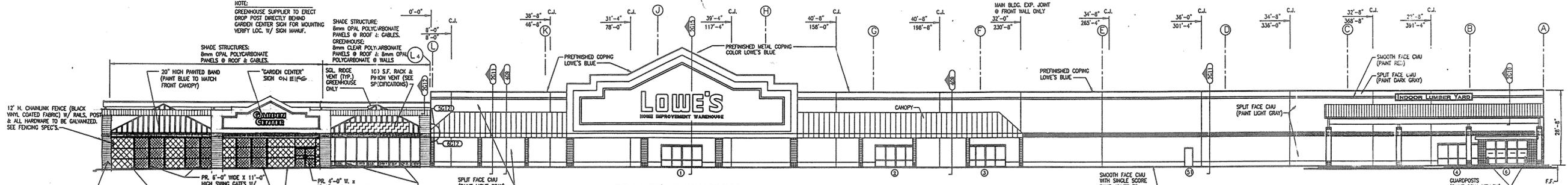


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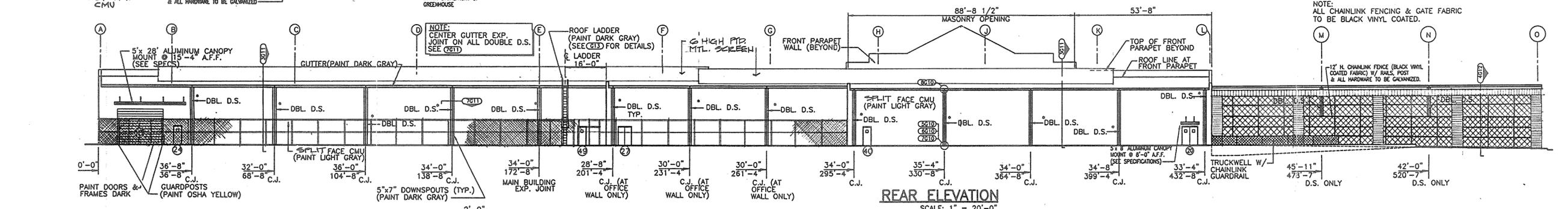
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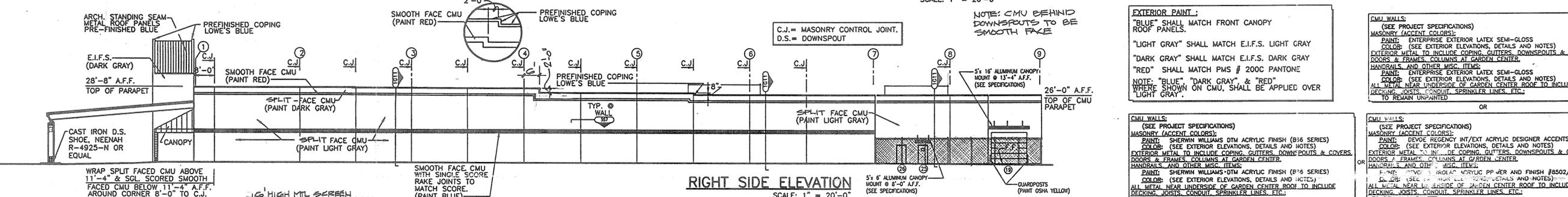
F.M. 740 - RIDGE ROAD



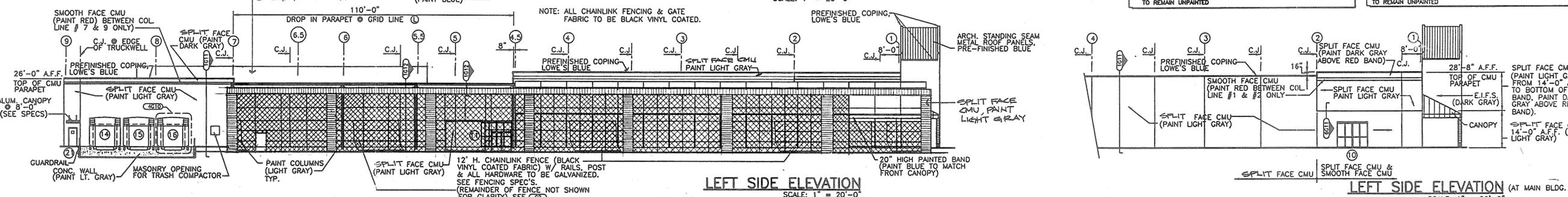
FRONT ELEVATION
SCALE: 1" = 20'-0"



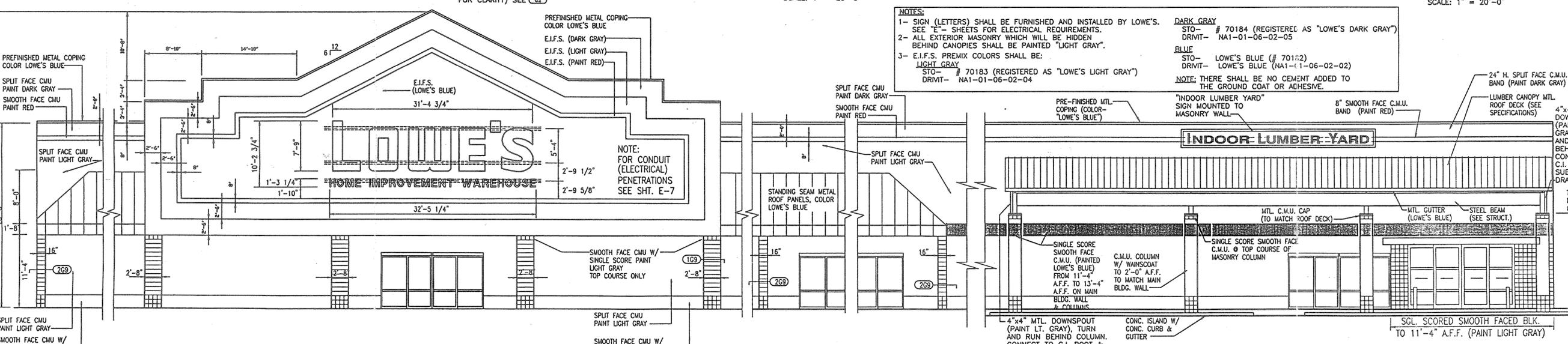
REAR ELEVATION
SCALE: 1" = 20'-0"



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



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



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

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

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

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

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

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

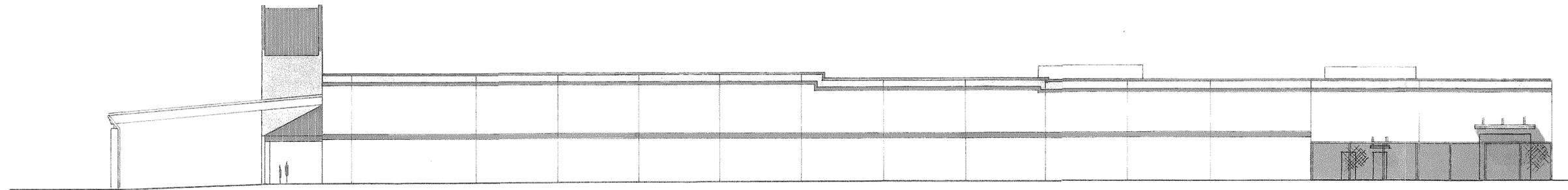
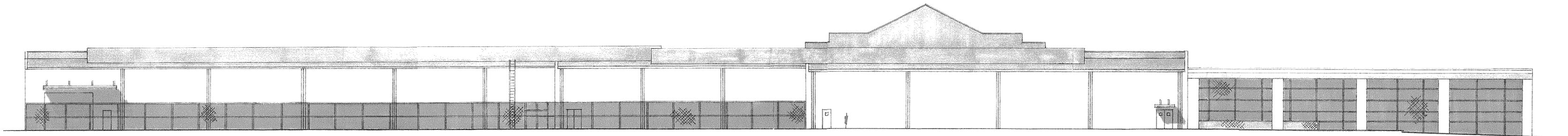
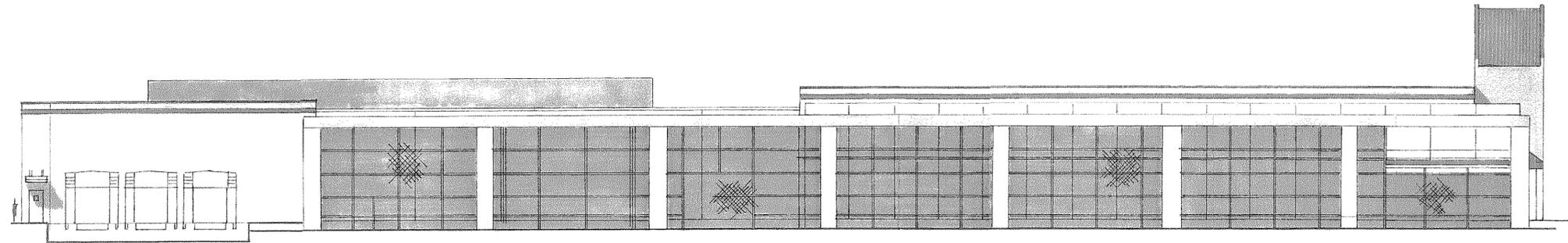
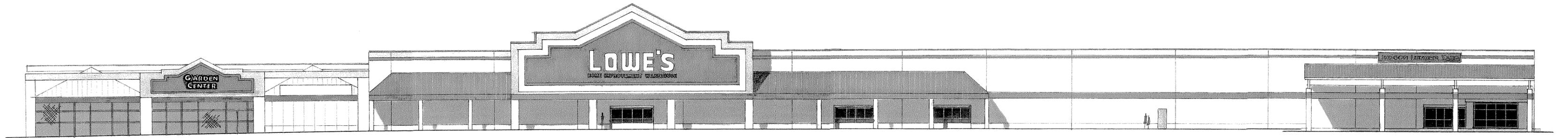
REVISIONS

DPF File No. 2247
Architects P.C.
18 JULY 1997
LOWE'S COMPANIES, INC.
JUNE 1997
ALL RIGHTS RESERVED

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

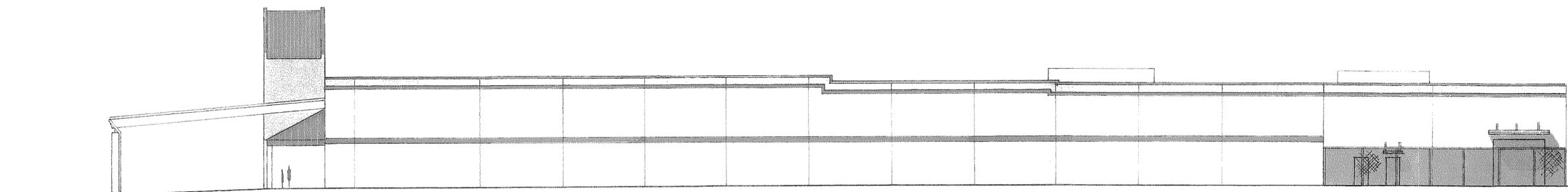
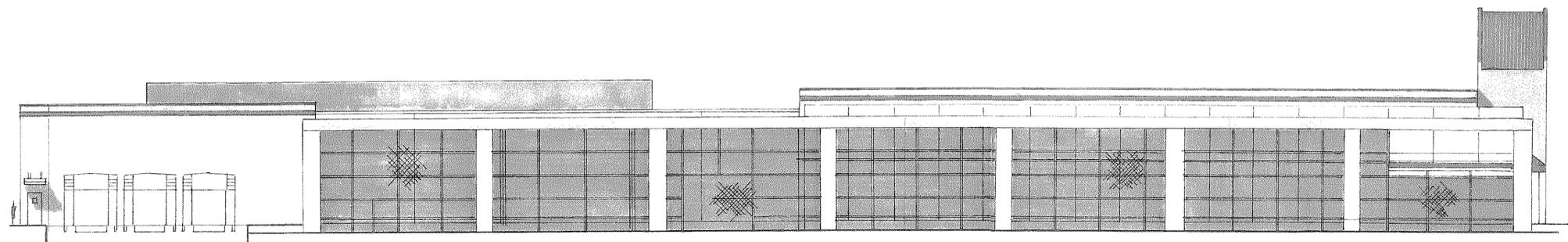
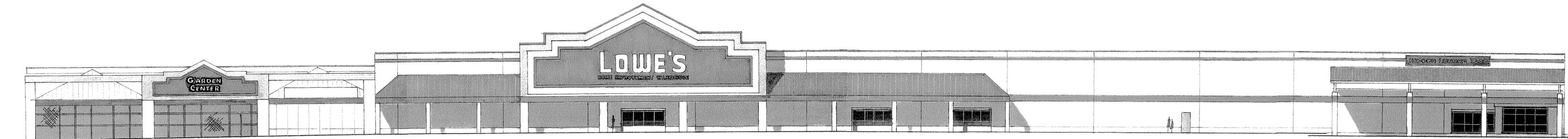
EXTERIOR ELEVATIONS
A NEW STORE FACILITY FOR:
LOWE'S OF ROCKWALL, TEXAS

DRAWN BY
CHECKED
APPROVED
SHEET
G-8
OF 16



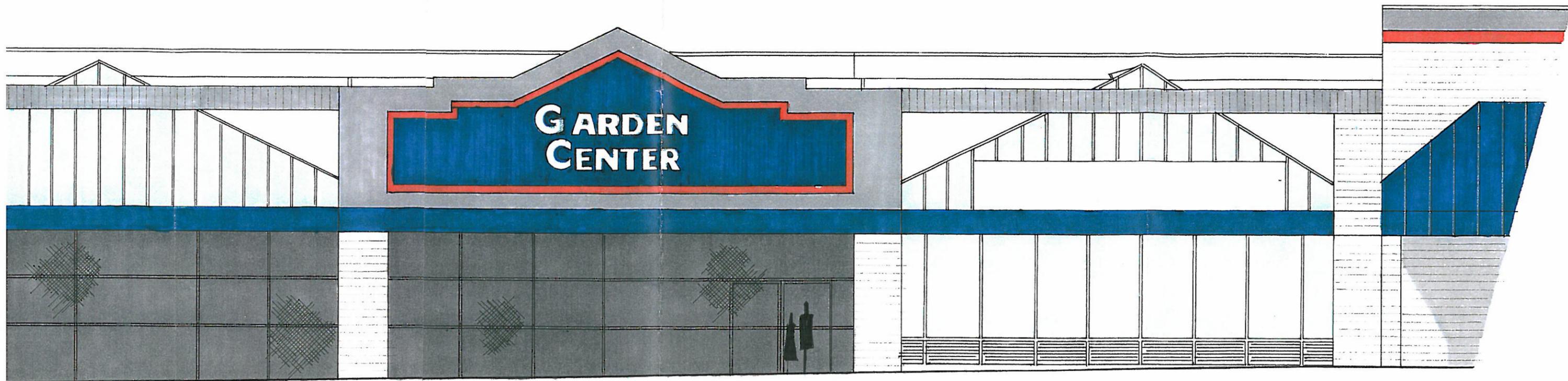
LOWE'S OF ROCKWALL, TEXAS

dpf architects. p.c.



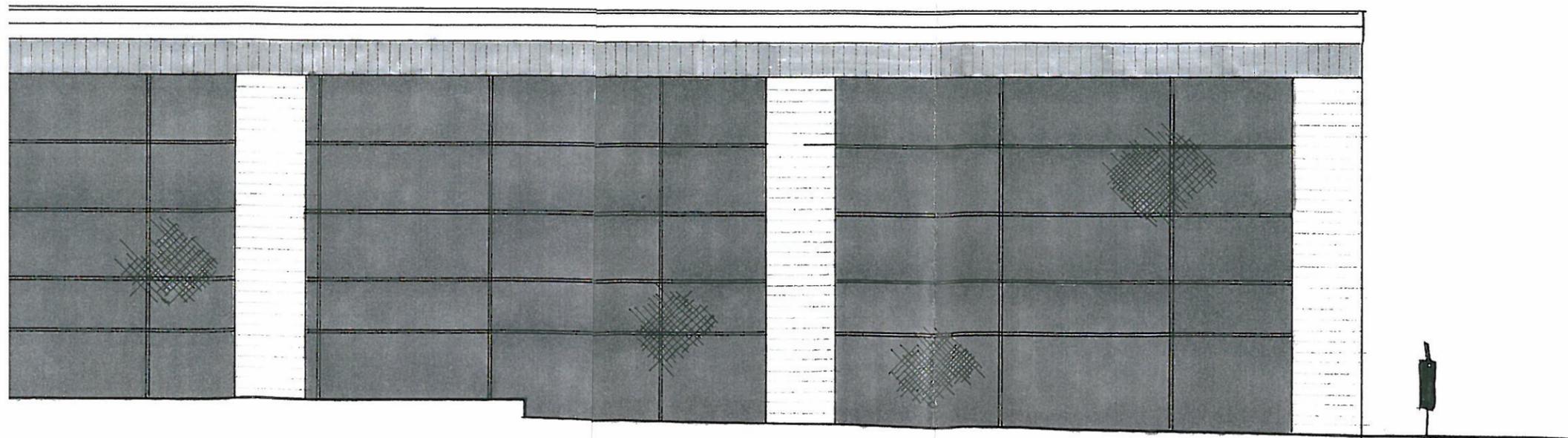
LOWE'S OF ROCKWALL, TEXAS

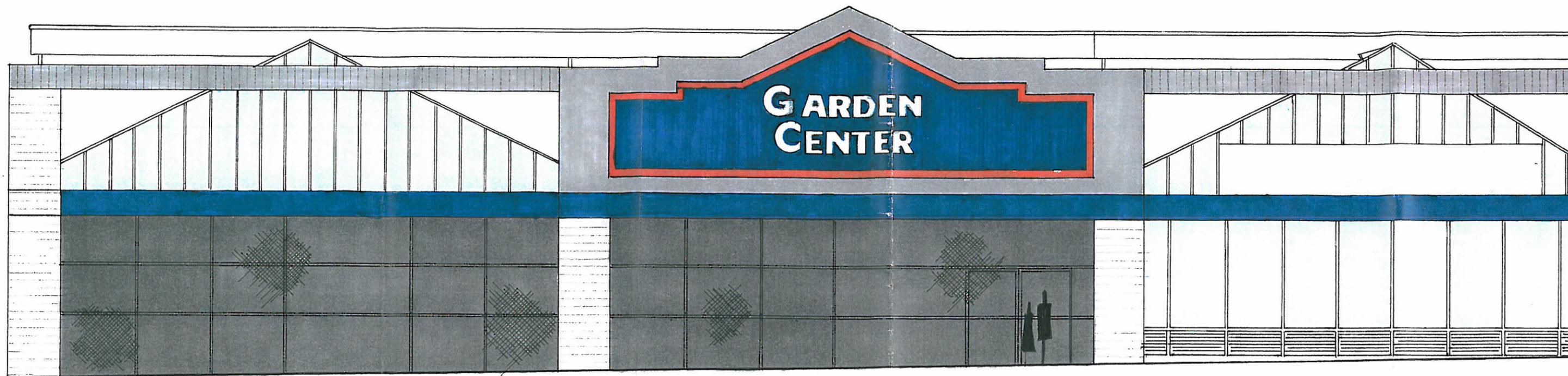
dof architects. p.c.



LOWE'S OF ROCKWALL, TEXAS

dof architects. p.c.

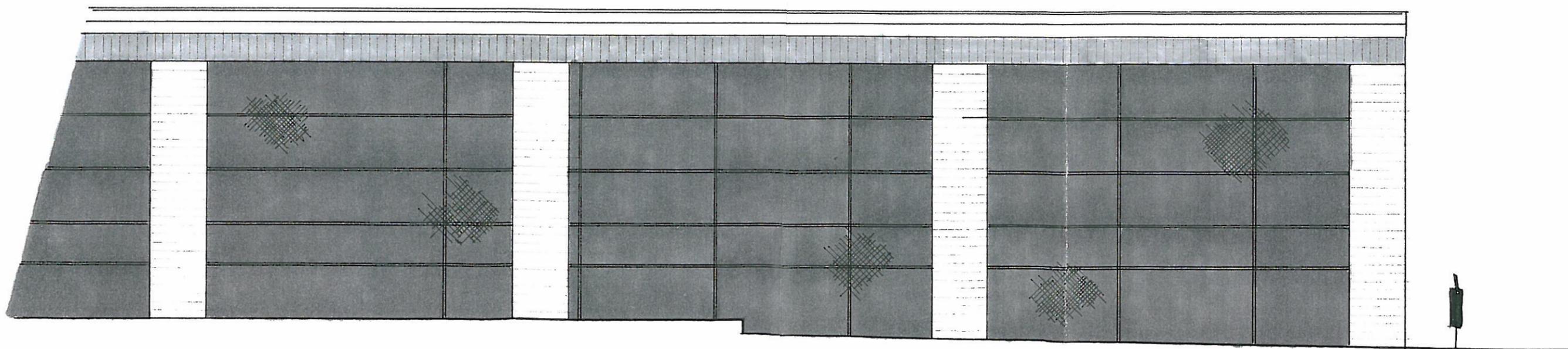




FRONT ELEVATION

LOWE'S OF ROCKWALL, TEXAS

dof architects. p.c.



REAR ELEVATION

**CITY OF ROCKWALL
City Council Agenda**

Agenda Date: August 18, 1997

Agenda No IV.K.

Agenda Item: Appointments/Plats/Plans/Public Hearings

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

Item Generated By:

Action Needed:

Background Information:

Attachments:

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

**City Of Rockwall
City Council**

Agenda Date: August 18,1997

Applicant: John Weber

Agenda Item: **97-52-FP/SP/LP**
A request for a final plat, site plan and landscape plan for Steger Towne Crossing for 2 lots consisting of approximately 18 acres and generally located south of Steger Towne Crossing and east of FM-740.

Action Needed: Discuss and consider approval of the request.

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

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

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

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

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

Staff Recommendation: Staff recommends approval with the following conditions;

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

PZ Recommendation:

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

DeShazo, Tang & Associates, Inc.

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



August 12, 1997

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

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

Dear Bill:

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

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

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

97-52

From: TONY TRAMEL To: Bill Crolley

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

PLAN
ASE II
ROAD
DATE
TIME
FILE
USER
WORK

Page 2 of 2

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

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

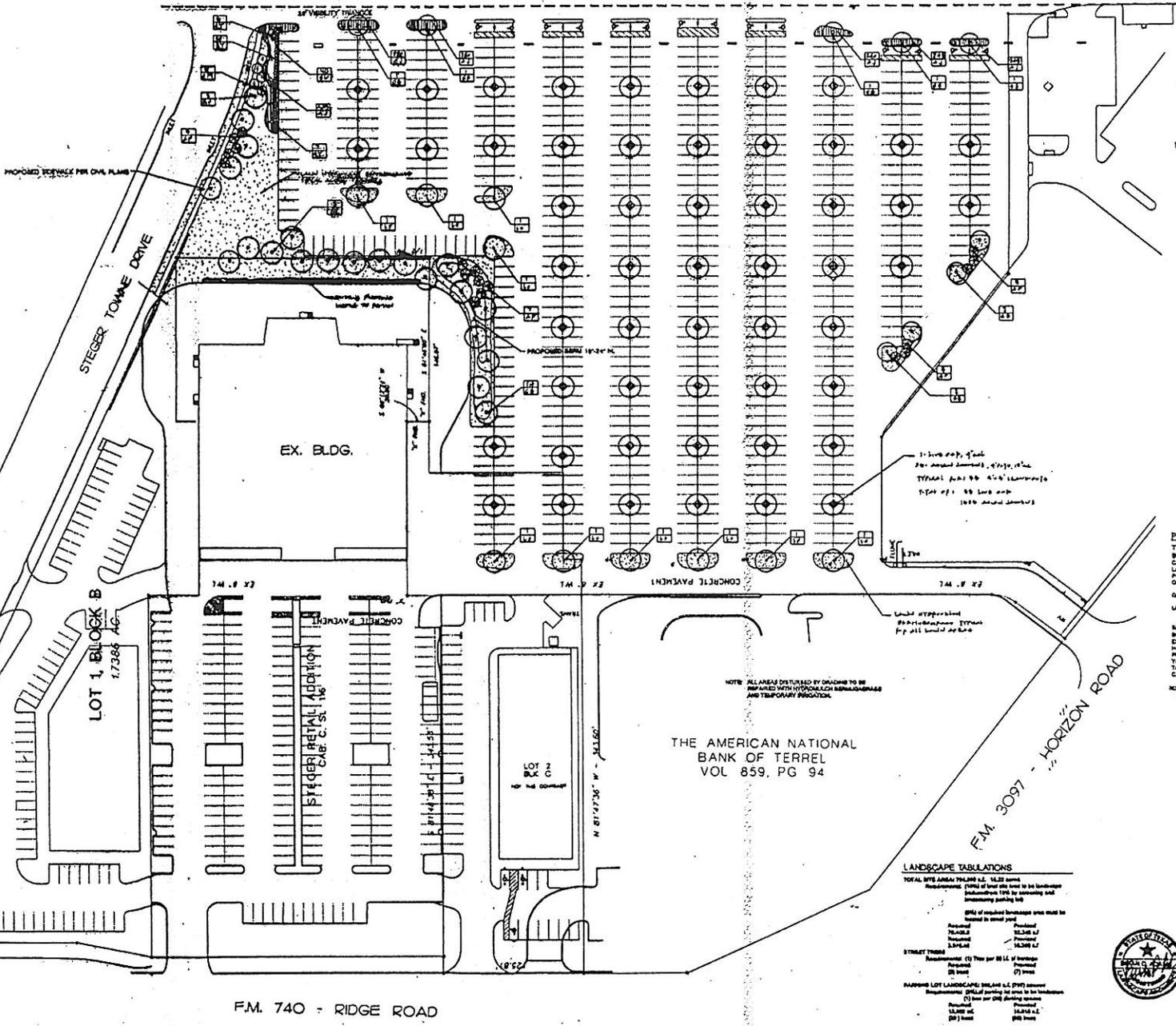
DeShazo, Tang & Associates, Inc.



Tony R. Tramel, P.E.
Vice President

cc: John DeShazo, P.E.

92-52



- LANDSCAPE NOTES**
1. Contractor shall verify location of all existing and proposed site markings and locate them as shown on drawings.
 2. Contractor shall locate all existing underground utilities and verify location of any utilities. Contractor shall maintain existing utilities and verify location of any utilities. Contractor shall maintain existing utilities and verify location of any utilities.
 3. Contractor is responsible for obtaining all required landscape encumbrance permits.
 4. Contractor to provide a minimum 75% slope away from all structures.
 5. All planting beds and lawn areas to be prepared by hand grading, unless noted otherwise.
 6. All planting beds to be excavated with 2" layer of mulch/straw.
 7. All trees to be 100% irrigated with an underground automatic irrigation system.
 8. All lawn areas to be Hydroponic Urban lawn systems.

- MAINTENANCE NOTES**
1. The Owner, Owner and all users of this site, shall be jointly and severally responsible for the maintenance of all trees.
 2. All trees shall be maintained in a neat and orderly manner at all times. The owner shall maintain watering, pruning, trimming, shearing, and other such maintenance activities to be performed.
 3. All trees shall be maintained to a height of 10 feet, 12 feet, 14 feet, and other such maintenance activities to be performed.
 4. All trees shall be maintained in a neat and orderly manner at all times. The owner shall maintain watering, pruning, trimming, shearing, and other such maintenance activities to be performed.
 5. All trees shall be maintained in a neat and orderly manner at all times. The owner shall maintain watering, pruning, trimming, shearing, and other such maintenance activities to be performed.

- GENERAL NOTES**
1. Contractor shall be required to provide 100% coverage of all lawn areas. The steel plates for some areas of grass.
 2. In the event unexcused areas on hydroponic areas Contractor shall be required to hydroponic at all times in Owner.
 3. All trees shall be maintained in a neat and orderly manner at all times. The owner shall maintain watering, pruning, trimming, shearing, and other such maintenance activities to be performed.

PLANT LEGEND

SYMBOL	PLANT TYPE
A.J.	Arise Japanese
C.M.	Corner Elm
C.S.	Corner Elm
C.L.	Corner Elm
L.C.	Large Elm
P.L.	Red Top Phoenix
P.H.	Red Top Phoenix
P.D.	Red Top Phoenix
P.V.	Red Top Phoenix
P.Y.	Red Top Phoenix
P.Z.	Red Top Phoenix

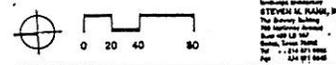
PLANT LIST

TREES	COMMON NAME	QTY.	SIZE	REMARKS
Arise Japanese	Arise Japanese	10	8" cal.	8-10' tall, 12" dbh, 10' cal.
Corner Elm	Corner Elm	10	8" cal.	8-10' tall, 12" dbh, 10' cal.
Large Elm	Large Elm	10	8" cal.	8-10' tall, 12" dbh, 10' cal.
Red Top Phoenix	Red Top Phoenix	10	8" cal.	8-10' tall, 12" dbh, 10' cal.
Red Top Phoenix	Red Top Phoenix	10	8" cal.	8-10' tall, 12" dbh, 10' cal.
Red Top Phoenix	Red Top Phoenix	10	8" cal.	8-10' tall, 12" dbh, 10' cal.
Red Top Phoenix	Red Top Phoenix	10	8" cal.	8-10' tall, 12" dbh, 10' cal.
Red Top Phoenix	Red Top Phoenix	10	8" cal.	8-10' tall, 12" dbh, 10' cal.
Red Top Phoenix	Red Top Phoenix	10	8" cal.	8-10' tall, 12" dbh, 10' cal.
Red Top Phoenix	Red Top Phoenix	10	8" cal.	8-10' tall, 12" dbh, 10' cal.

THE AMERICAN NATIONAL BANK OF TERREL
VOL 859, PG 94

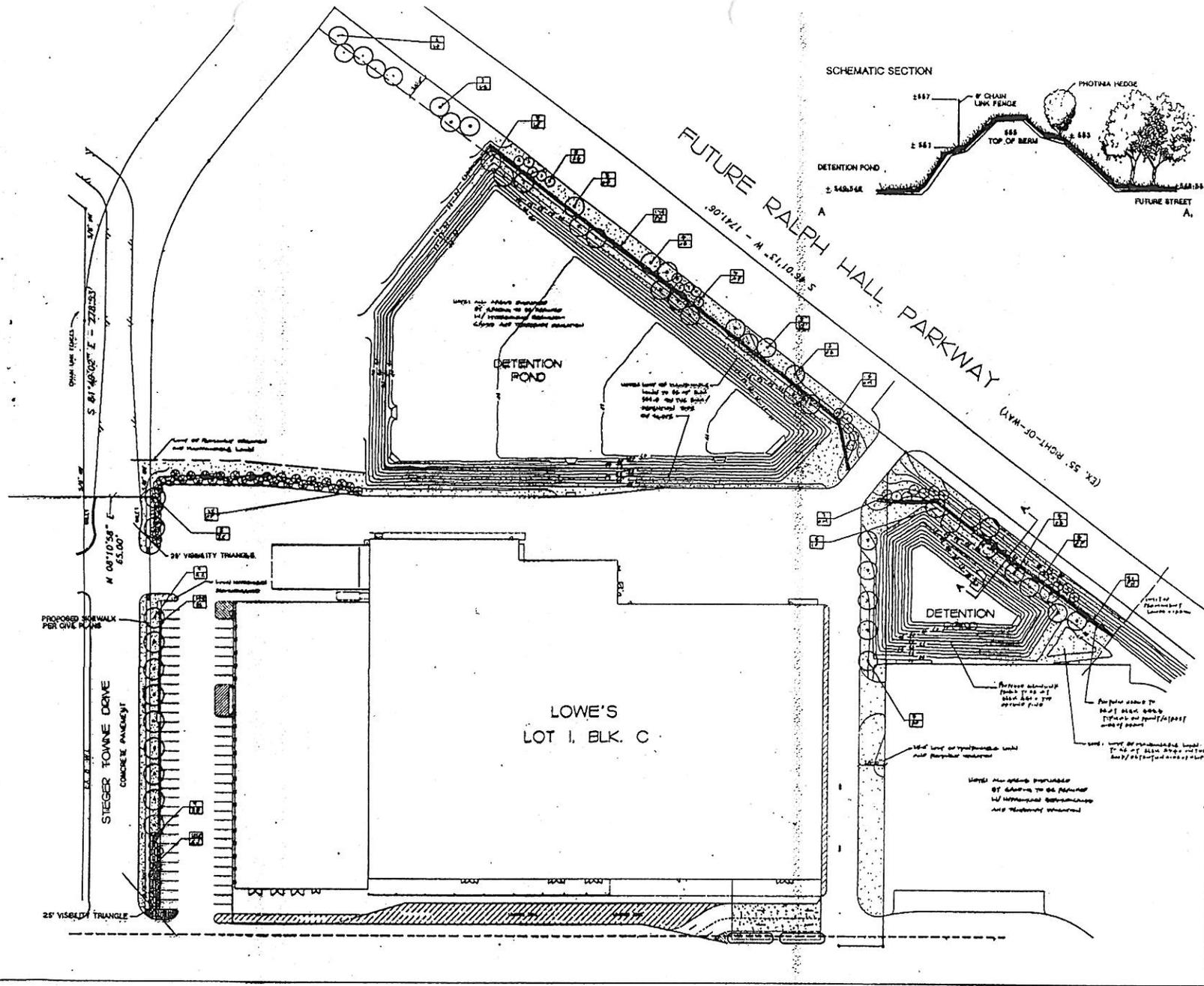
LANDSCAPE TABULATIONS

Item	Quantity	Unit Price	Total
TOTAL SITE AREA	124,200 S.F.		
Planting	100	\$1,200.00	\$120,000.00
Planting	100	\$1,200.00	\$120,000.00
Planting	100	\$1,200.00	\$120,000.00
Planting	100	\$1,200.00	\$120,000.00
Planting	100	\$1,200.00	\$120,000.00
Planting	100	\$1,200.00	\$120,000.00
Planting	100	\$1,200.00	\$120,000.00
Planting	100	\$1,200.00	\$120,000.00
Planting	100	\$1,200.00	\$120,000.00
Planting	100	\$1,200.00	\$120,000.00

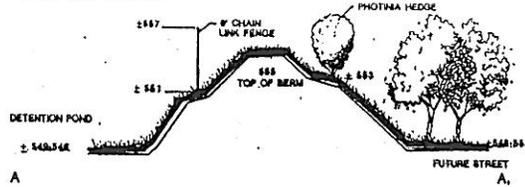


LANDSCAPE PLAN					
LOWES					
STEEGER TOWNE CROSSING					
ROOMWALL TEXAS					
LAWRENCE A. CATES & ASSOC.			CIVIL ENGINEER		
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE NO.
BA	BA	6-6-07	1/4" = 1'		L1





SCHEMATIC SECTION



- HYDROMATCH NOTES**
1. Area is part of property of International Center
 2. Draw and use by 1997 dated and revised from later used, delivered to the use in a copy of 1997 dated 10/25/97, and not later than 10/25/97.
 3. This plan is for 100% design of the site, including the site plan, and shall be used in accordance with the City of Dallas, the County of Tarrant, and the State of Texas.
 4. The site plan shall be prepared to the site in a revised landscape plan, and shall be used in accordance with the City of Dallas, the County of Tarrant, and the State of Texas.
 5. The site plan shall be prepared to the site in a revised landscape plan, and shall be used in accordance with the City of Dallas, the County of Tarrant, and the State of Texas.
 6. The site plan shall be prepared to the site in a revised landscape plan, and shall be used in accordance with the City of Dallas, the County of Tarrant, and the State of Texas.
 7. All trees shall be maintained, and new trees planted (NTP) percent coverage shall be 10% minimum.
 8. All trees shall be maintained, and new trees planted (NTP) percent coverage shall be 10% minimum.
 9. The site plan shall be prepared to the site in a revised landscape plan, and shall be used in accordance with the City of Dallas, the County of Tarrant, and the State of Texas.
 10. The site plan shall be prepared to the site in a revised landscape plan, and shall be used in accordance with the City of Dallas, the County of Tarrant, and the State of Texas.
 11. The site plan shall be prepared to the site in a revised landscape plan, and shall be used in accordance with the City of Dallas, the County of Tarrant, and the State of Texas.
 12. The site plan shall be prepared to the site in a revised landscape plan, and shall be used in accordance with the City of Dallas, the County of Tarrant, and the State of Texas.
 13. The site plan shall be prepared to the site in a revised landscape plan, and shall be used in accordance with the City of Dallas, the County of Tarrant, and the State of Texas.
 14. The site plan shall be prepared to the site in a revised landscape plan, and shall be used in accordance with the City of Dallas, the County of Tarrant, and the State of Texas.

PLANT SCHEDULE

SYMBOL	PLANT TYPE
A.S.	Aspen Shrub
C.S.	Canadian Maple
C.L.	Crab Apple
E.L.	Flowering Quince
F.L.	Flowering Quince
P.L.	Red Flowering Dogwood
R.L.	Red Flowering Dogwood
T.L.	Red Flowering Dogwood
S.T.	Small Tree

BRM
 ARCHITECTURE ARCHITECTURE
 STEVEN M. RANK, INC.
 2000 Ross Street
 Dallas, Texas 75201
 Tel: 214.241.1111
 Fax: 214.241.1111

0 20 40 80

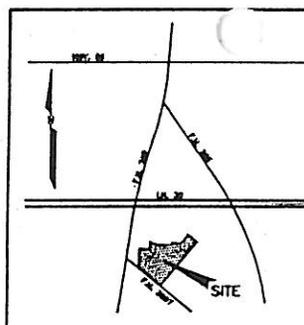
LANDSCAPE PLAN	
LOWE'S	
STEGER TOWNE CROSSING	
ROCKWALL, TEXAS	
LAWRENCE A. GATES & ASSOC.	CONSULTING ENGINEER
1100 W. WYOMING ST. SUITE 111	DALLAS, TEXAS
DESIGN	DATE
BA	6-6-97
DRAWN	SCALE
BA	1"=40'
DATE	NOTES
6-6-97	
SCALE	FILE
1"=40'	
NOTES	NO.
	L2

97-52

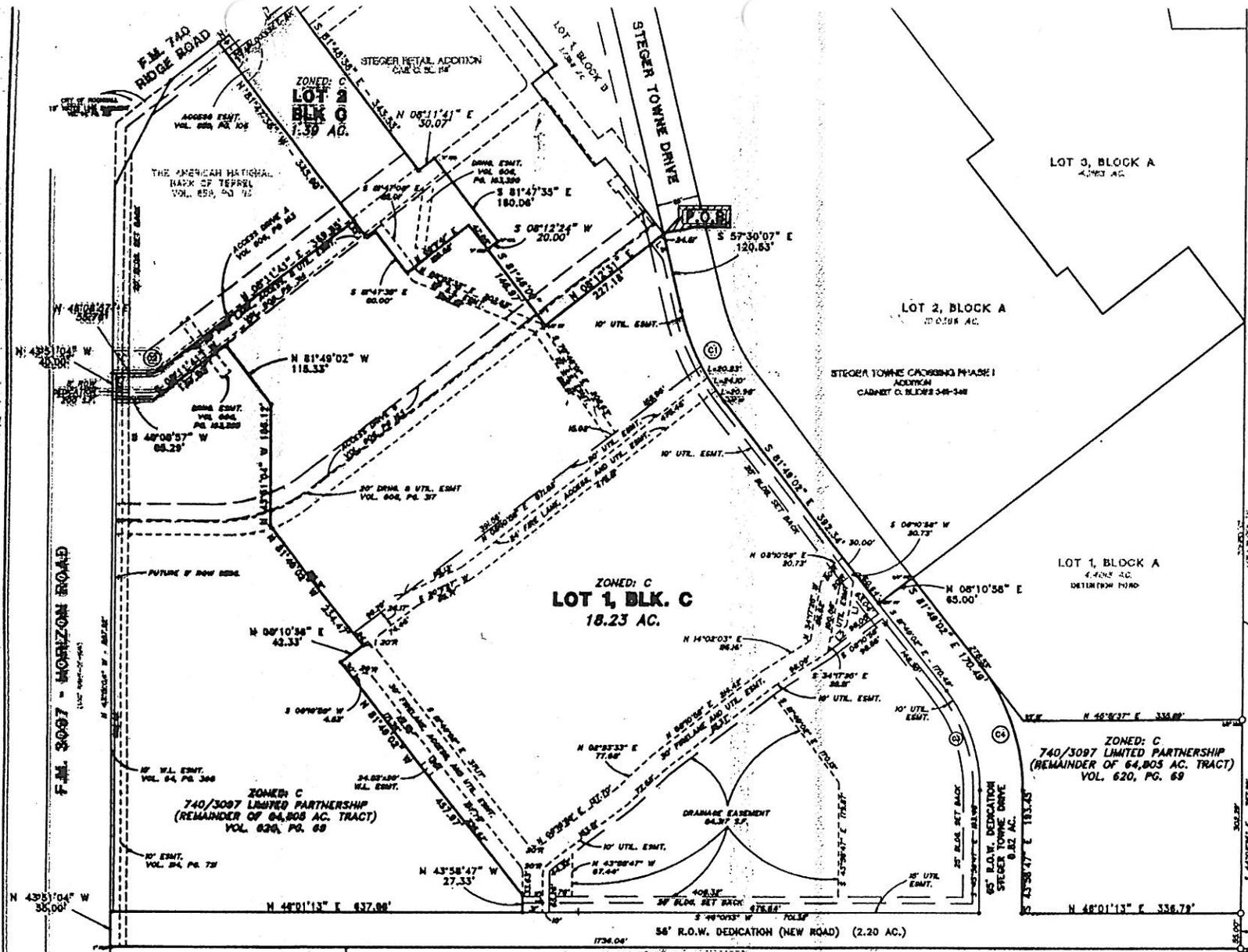
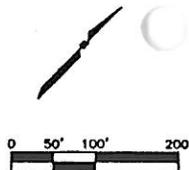
ENGINEER:
 LAWRENCE A. CATES & ASSOC.
 14200 MIDWAY ROAD, SUITE 122
 DALLAS, TEXAS 75244

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

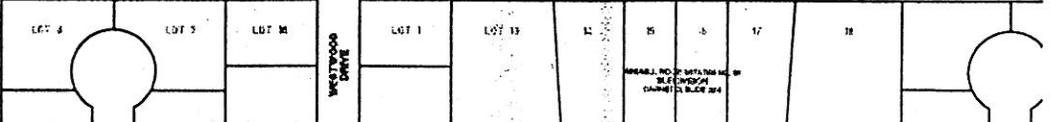
DEVELOPER:
 STEGER TOWNE CROSSING, L.P.
 17400 N. DALLAS PARKWAY, SUITE
 DALLAS, TEXAS 75287



LOCATION MAP
 (NOT TO SCALE)



OUR SAVIOR EVANGELICAL
 LUTHERAN CHURCH OF ROCKWALL,
 VOL. 223, PG. 16



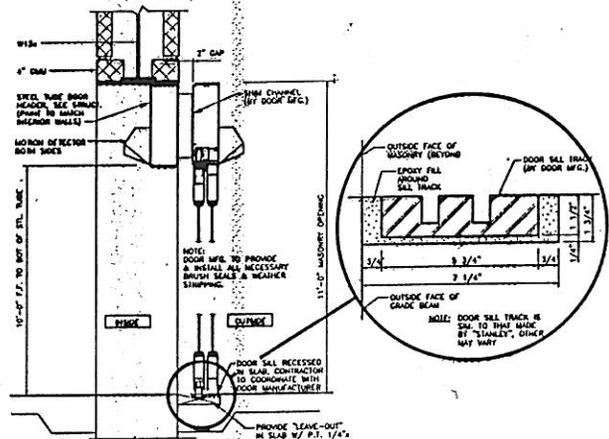
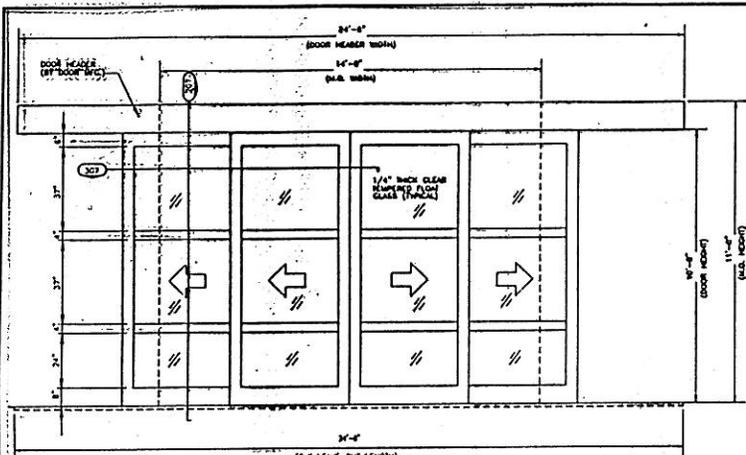
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3	S 08°12'24" W	20.00'
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5	S 08°10'58" W	43.33'
6	N 08°10'58" E	43.33'
7	S 08°10'58" W	43.33'
8	N 08°10'58" E	43.33'
9	S 08°10'58" W	43.33'
10	N 08°10'58" E	43.33'
11	S 08°10'58" W	43.33'
12	N 08°10'58" E	43.33'
13	S 08°10'58" W	43.33'
14	N 08°10'58" E	43.33'
15	S 08°10'58" W	43.33'
16	N 08°10'58" E	43.33'
17	S 08°10'58" W	43.33'
18	N 08°10'58" E	43.33'

No.	DELTA	RADIUS	LENGTH	CHORD
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4	17.54	175.40	175.40	175.40
5	17.54	175.40	175.40	175.40
6	17.54	175.40	175.40	175.40
7	17.54	175.40	175.40	175.40
8	17.54	175.40	175.40	175.40
9	17.54	175.40	175.40	175.40
10	17.54	175.40	175.40	175.40
11	17.54	175.40	175.40	175.40
12	17.54	175.40	175.40	175.40
13	17.54	175.40	175.40	175.40
14	17.54	175.40	175.40	175.40
15	17.54	175.40	175.40	175.40
16	17.54	175.40	175.40	175.40
17	17.54	175.40	175.40	175.40
18	17.54	175.40	175.40	175.40

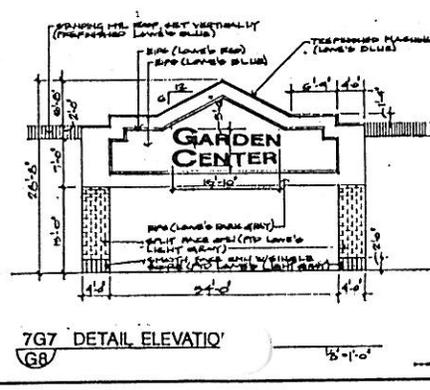
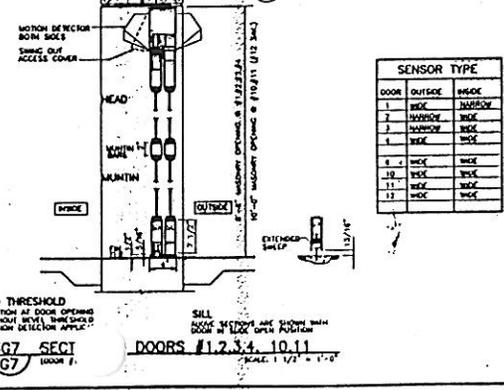
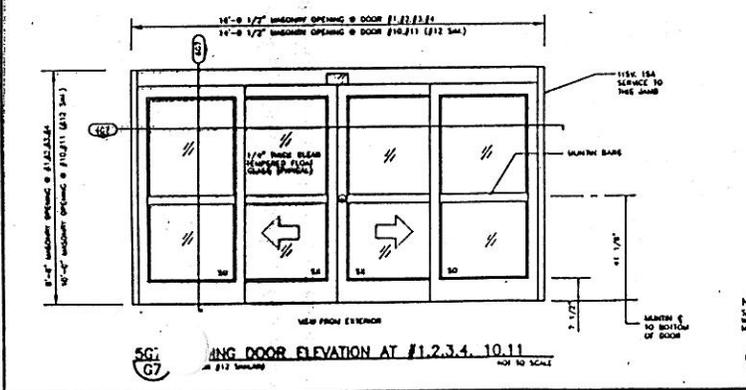
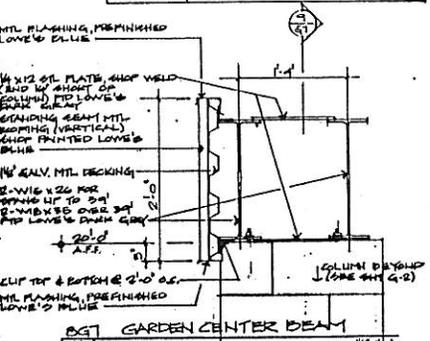
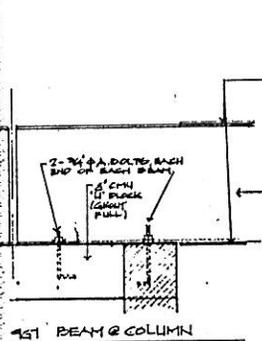
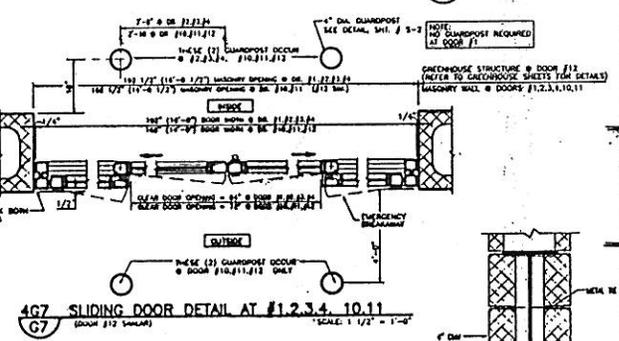
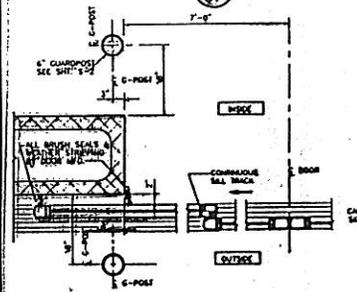
FINAL PLAT
 OF
**LOTS 1 & 2, BLOCK C,
 STEGER TOWNE CROSSING
 PHASE II**
 LOCATED IN THE CITY OF ROCKWALL, TEXAS
 BEING OUT OF THE
 JAMES SMITH SURVEY, ABSTRACT NO. 21
 ROCKWALL COUNTY, TEXAS

25-52

97-52



NOTE: GARDEN CENTER ENTRY (101) USE 2 WELDERS FOR DETAIL SHOWN. 2 WELDERS, BACK AND FRONT ON THE OVERLAP ON MTL FLASHING, CLIP TO BEARING TOP AND BOTTOM. 2" GALV STUDS @ 16" O.C. W/ CROSS BRACING @ EACH STUD (ALTERNATE BRACING NOTION FRONT TO TOP BACK & TOP FRONT TO BOTTOM BACK)



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

REVISED

DPF File No. 2247

Lowes Companies, Inc.

18 JULY 1997

LOWE'S Companies, Inc.

STOREFRONT DETAILS

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

DESIGN BY: []

DECOR: []

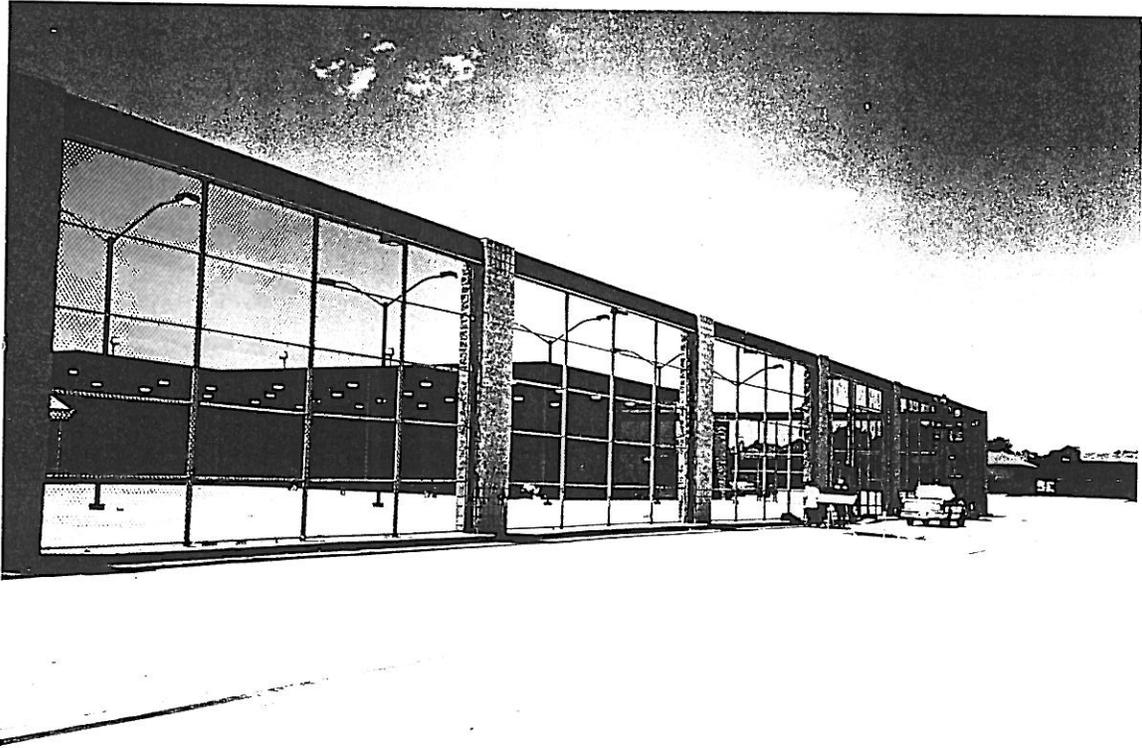
APPROVED: []

DATE: 1-1-97

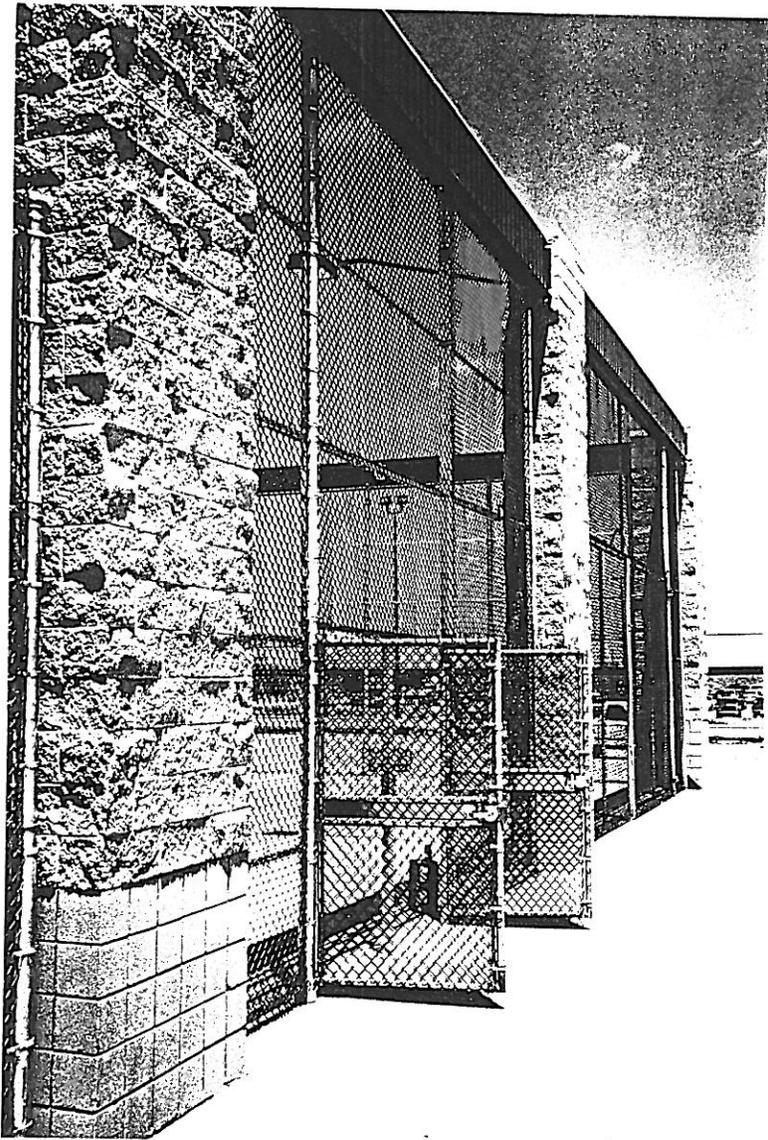
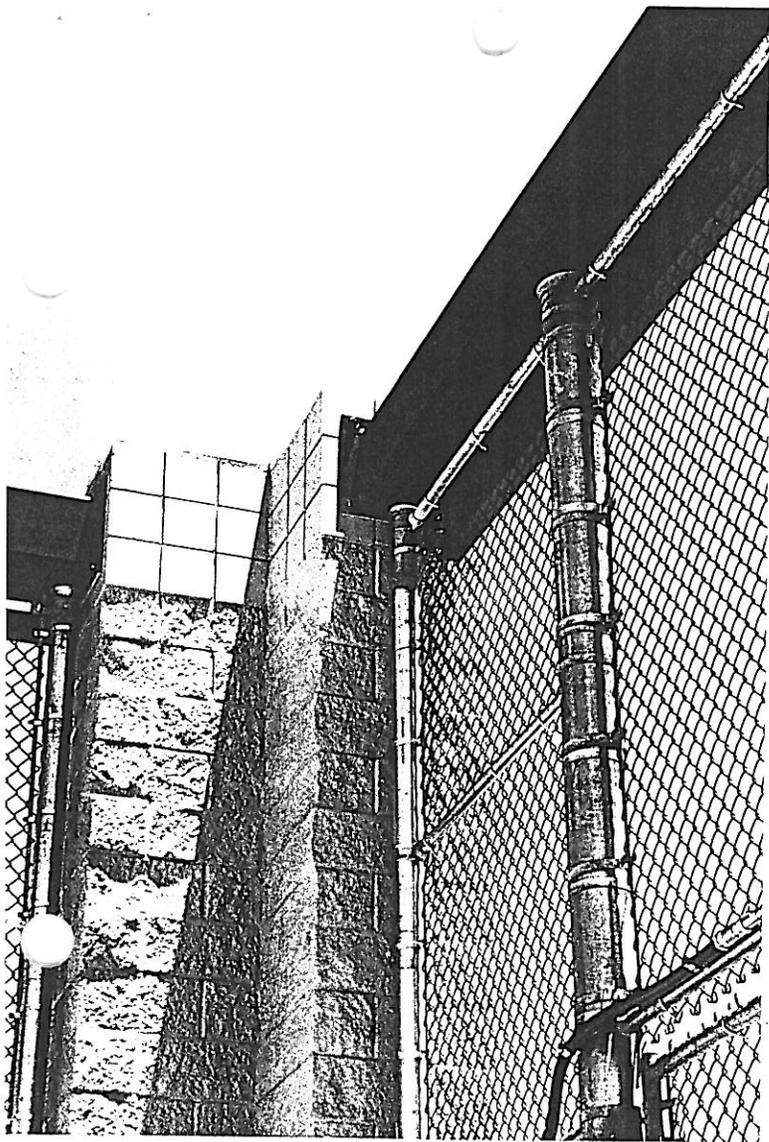
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G-7

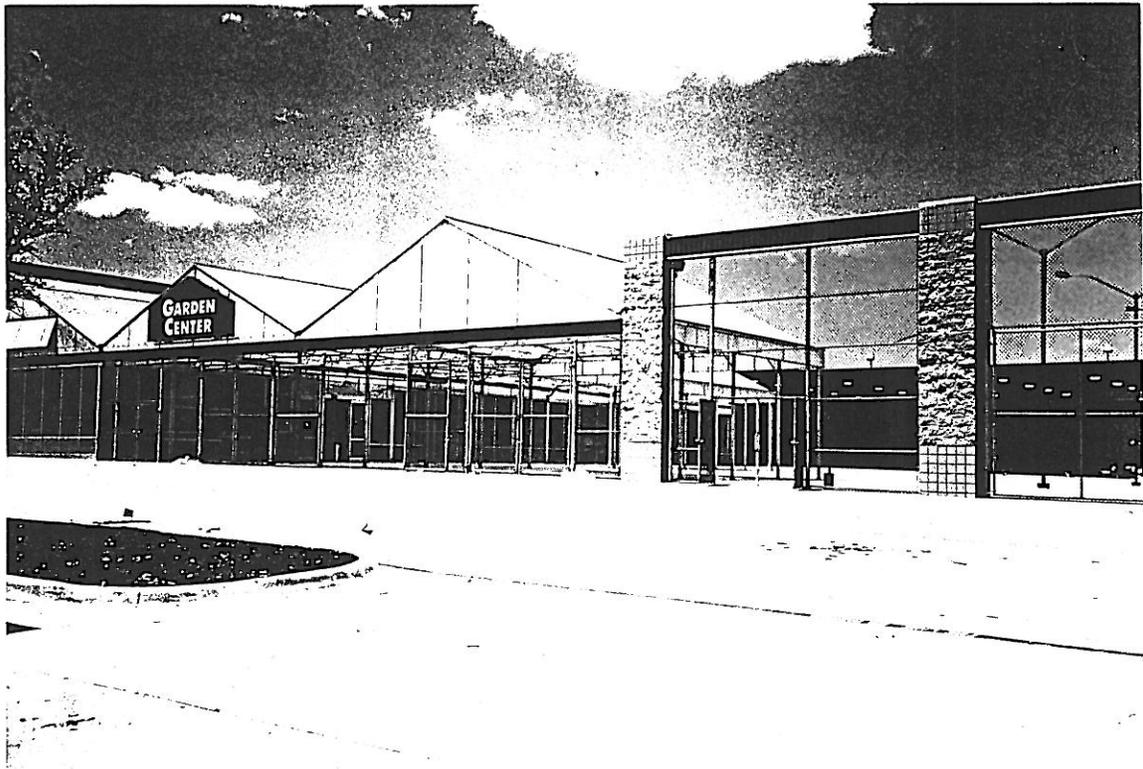
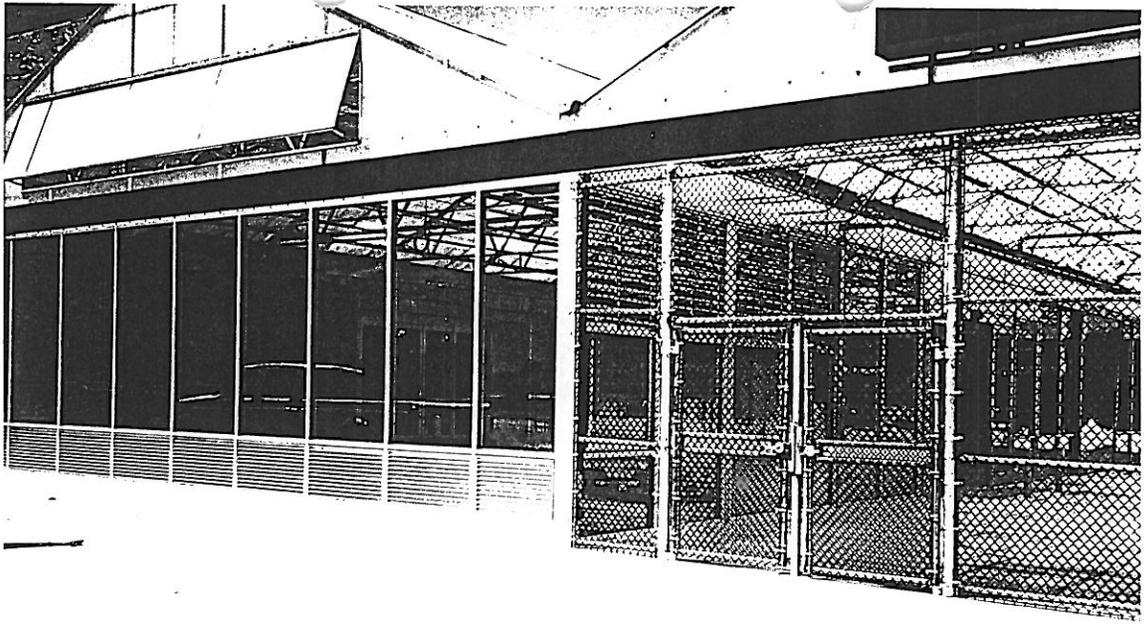
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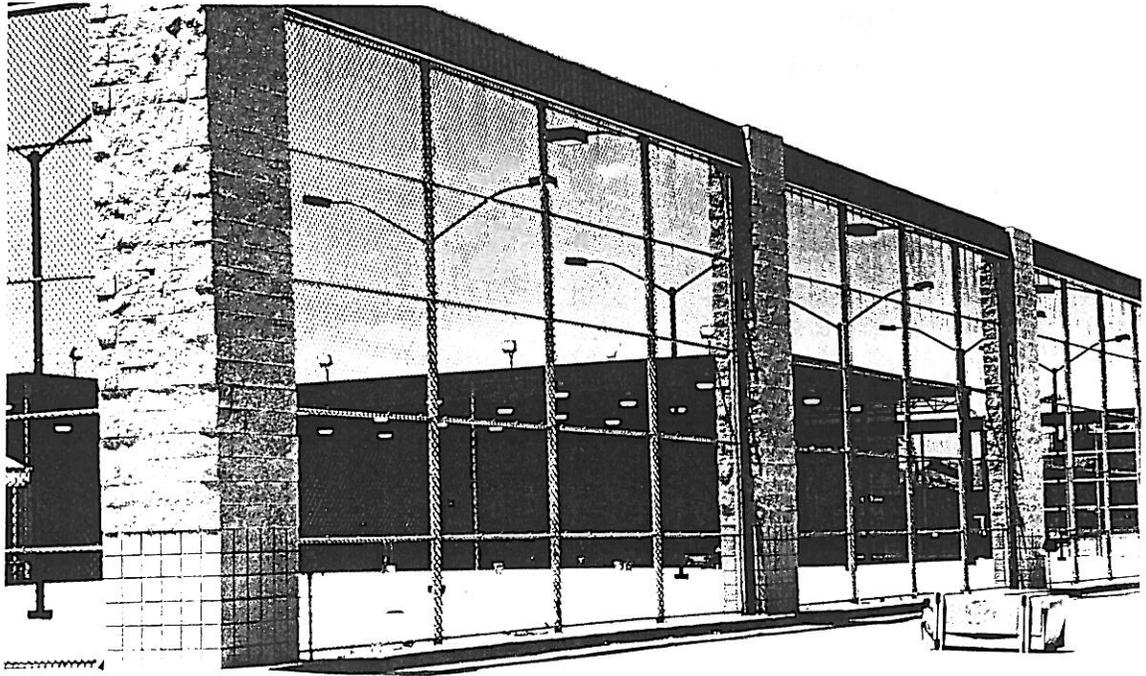
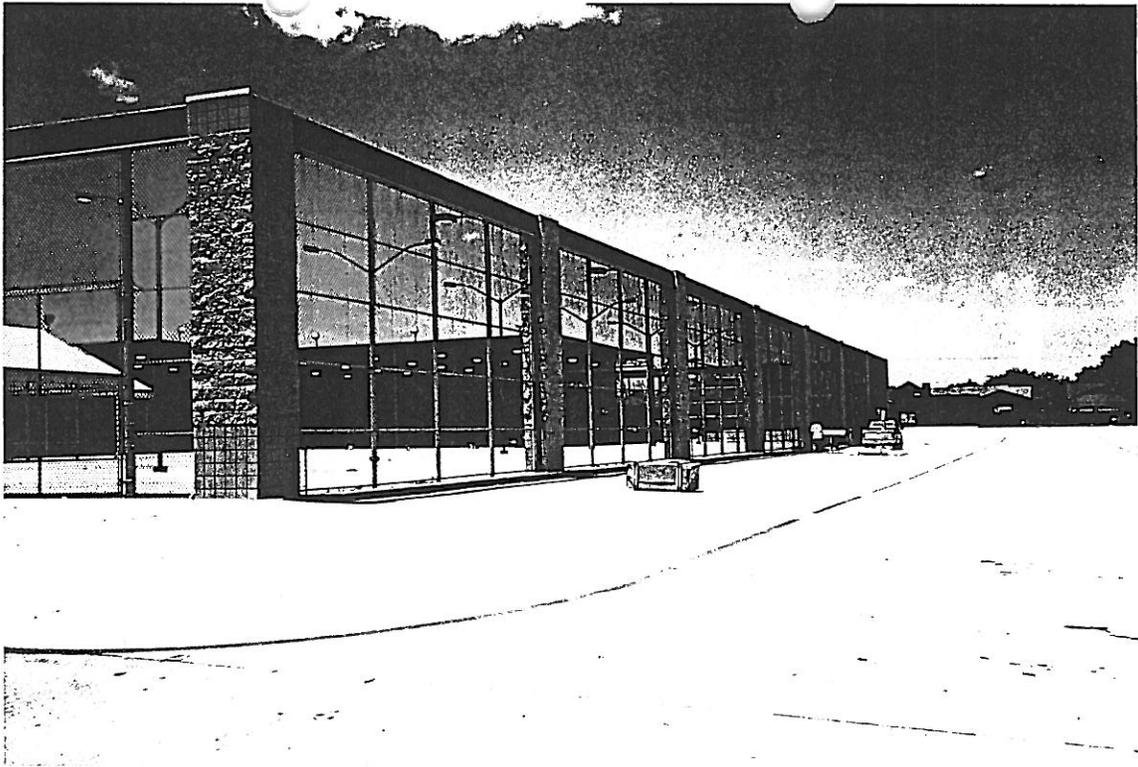
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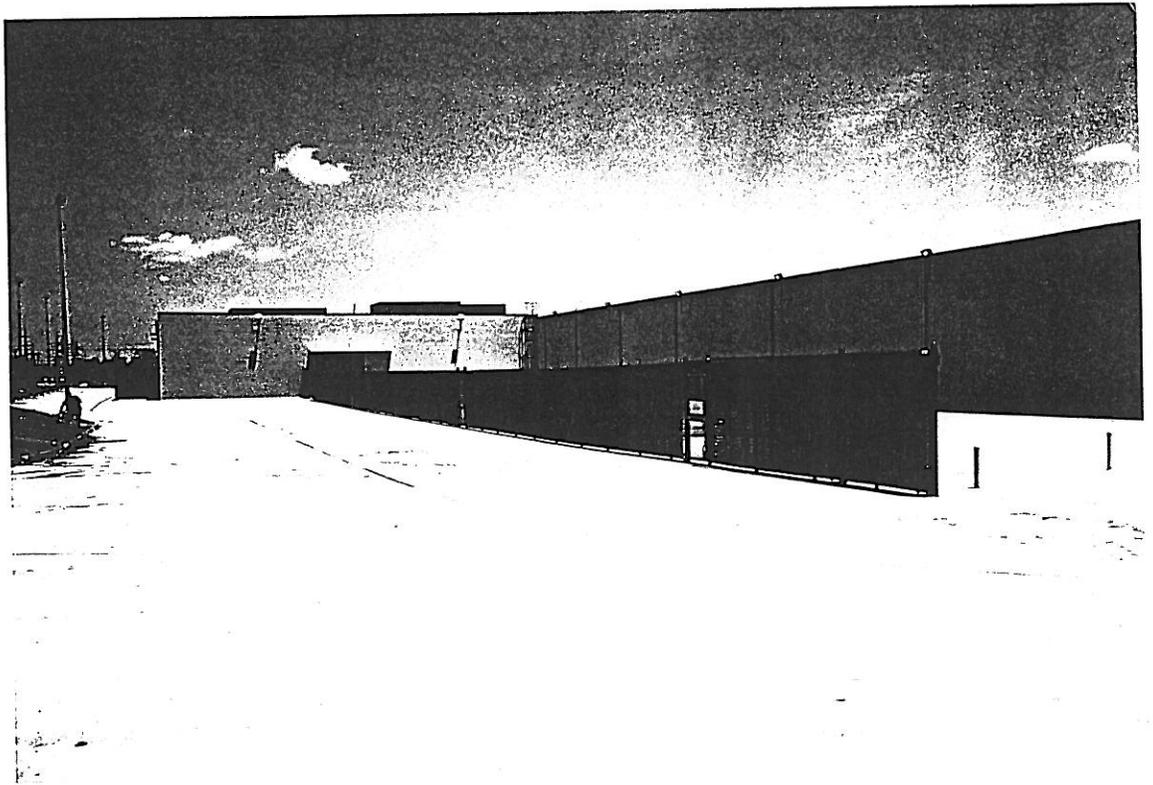
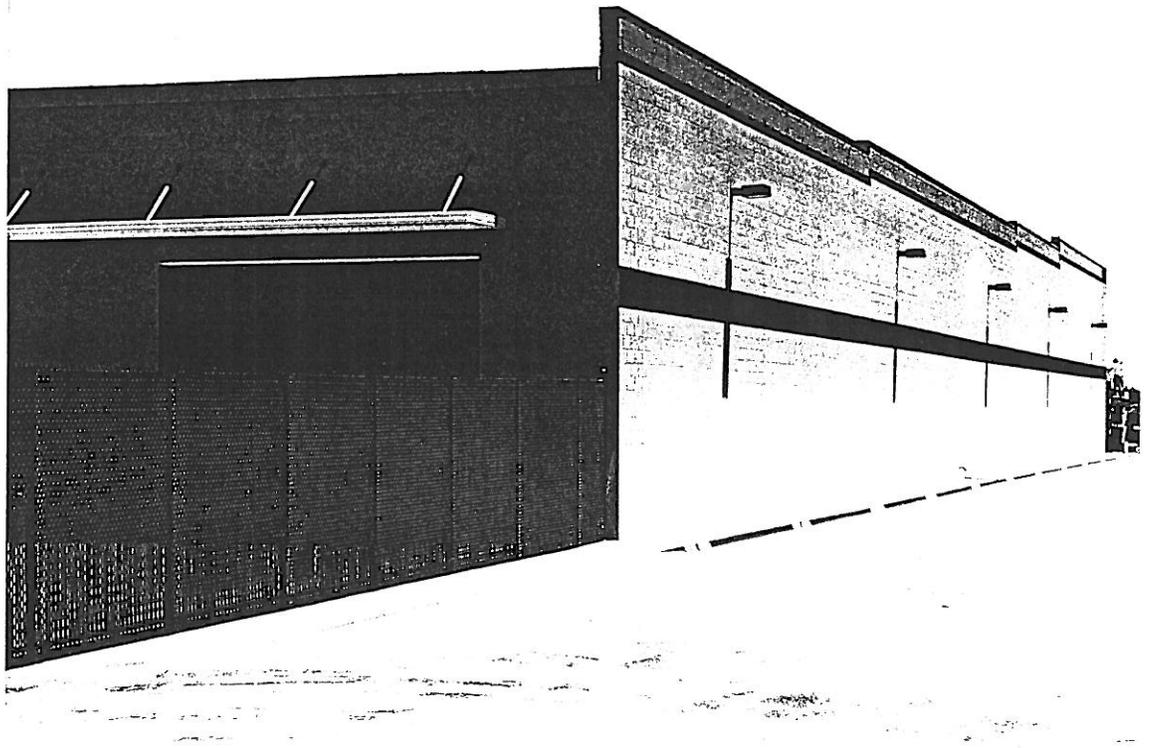
97-52



97-52



97-52



97-57h

Memorandum

TO: Julie Couch, City Manager

FROM: Bill Crolley, Director of Community Development

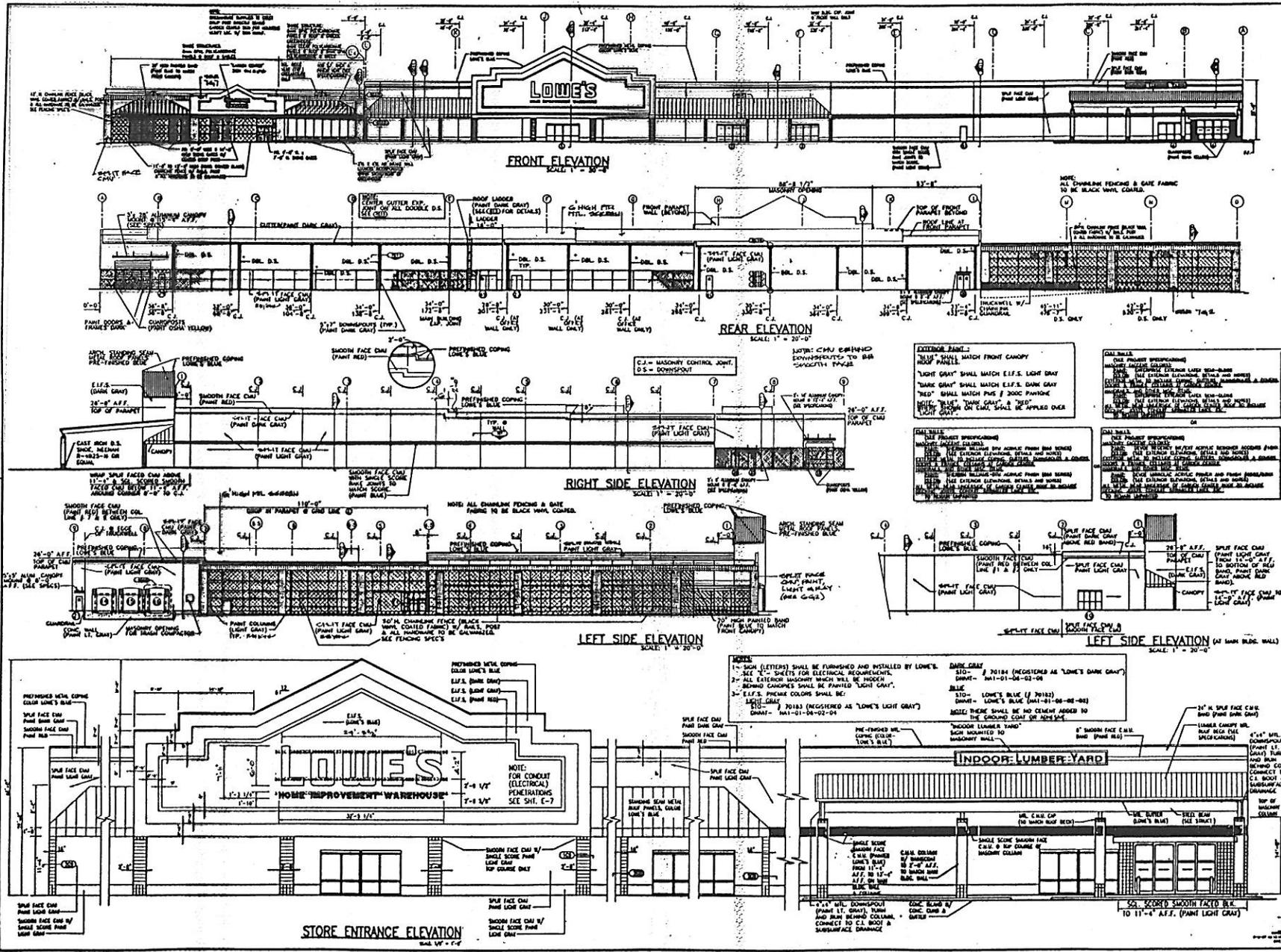
RE: Steger Towne Facilities Agreement

DATE: August 22, 1997

LOWES
FILE

STEGOR
FAMILY
AGREEMENT

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



REVISIONS
 DPE File No. 2247
 18 JULY 1997
LOWE'S
 Companies, Inc.
 P. O. Box 11111, Columbus, G. C. 31906
 EXTERIOR ELEVATIONS
 A NEW STORE FACILITY FOR:
LOWE'S OF ROCKWALL, TEXAS
 DRAWN BY: [blank]
 CHECKED: [blank]
 APPROVED: [blank]
 SHEET
G-8
 OF 16

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

FACILITIES AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4. Utilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF ROCKWALL, TEXAS

By: _____
Julie Couch, City Manager

ATTEST:

City Secretary

STEGER TOWNE CROSSING. L.P.

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

By: _____
John P. Weber, Its President

ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF ROCKWALL §

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

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

MY COMMISSION EXPIRES:

Notary Public, State of Texas
Printed name: _____

(S E A L)

STATE OF TEXAS §
COUNTY OF ROCKWALL §

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

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

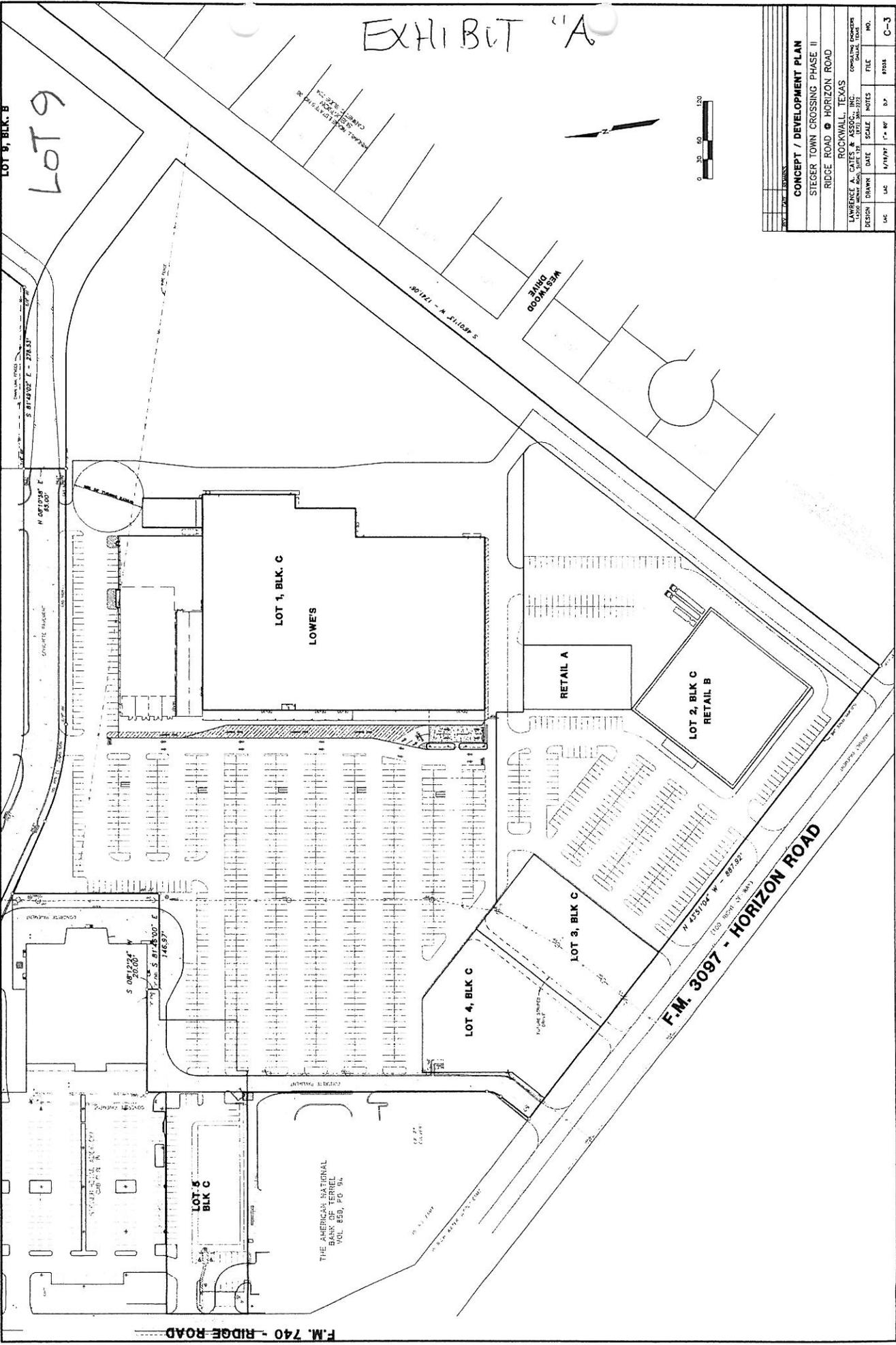
MY COMMISSION EXPIRES:

Notary Public, State of Texas
Printed name: _____

(S E A L)

EXHIBIT 'A'

LOT 9
LOT 10



F.M. 740 - RIDGE ROAD

F.M. 3097 - HORIZON ROAD

LOT 1, BLK. C
LOWES

RETAIL A

LOT 2, BLK. C
RETAIL B

LOT 3, BLK. C

LOT 4, BLK. C

LOT 5, BLK. C

THE AMERICAN NATIONAL
BANK OF TEXAS
VOL. 850, PG. 56

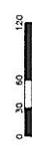
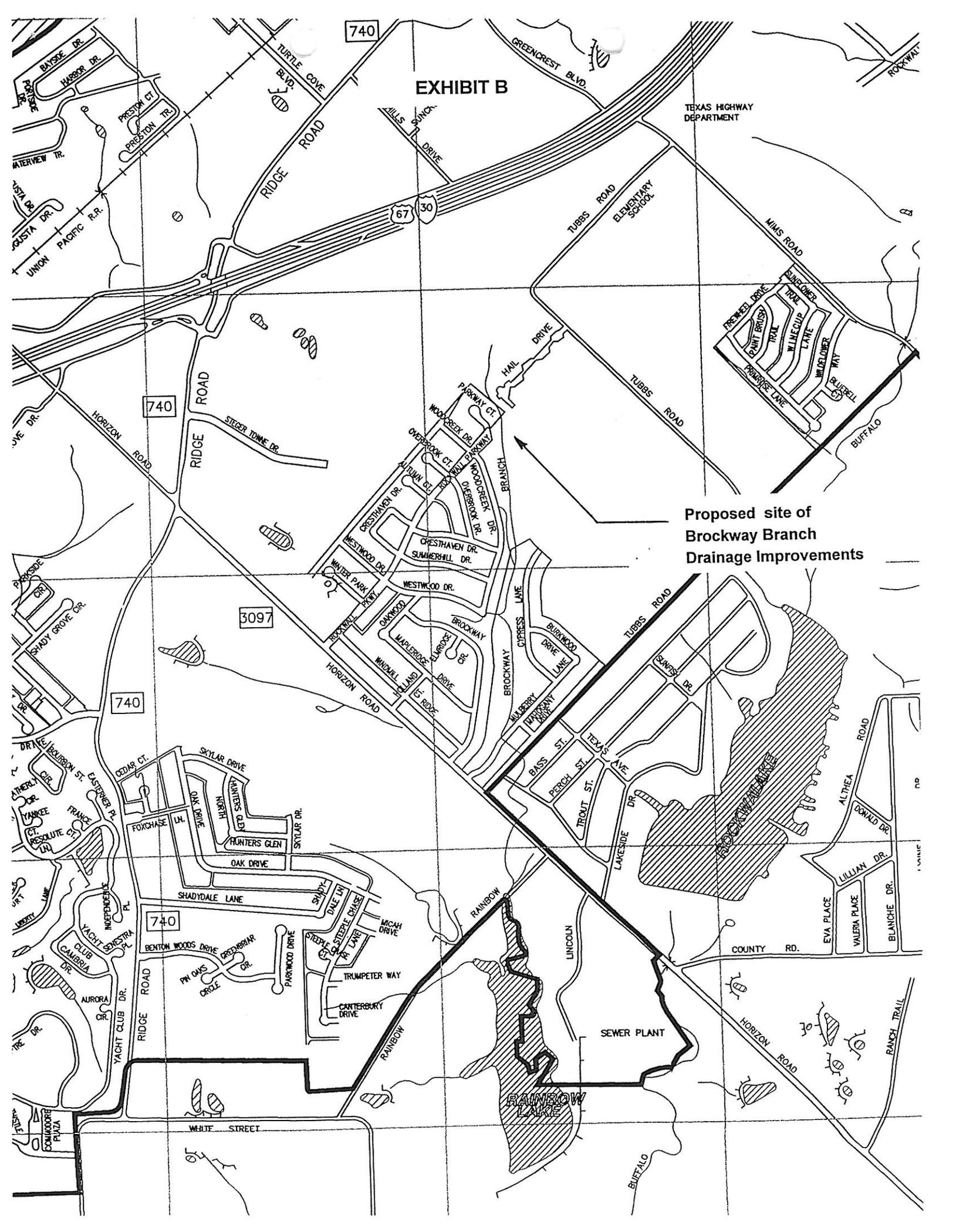


EXHIBIT B

TEXAS HIGHWAY DEPARTMENT

Proposed site of
Brockway Branch
Drainage Improvements



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

FACILITIES AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4. Utilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF ROCKWALL, TEXAS

By: _____
Julie Couch, City Manager

ATTEST:

City Secretary

STEGER TOWNE CROSSING. L.P.

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

By: _____
John P. Weber, Its President

ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF ROCKWALL §

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

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

MY COMMISSION EXPIRES:

Notary Public, State of Texas
Printed name: _____

(S E A L)

STATE OF TEXAS §
COUNTY OF ROCKWALL §

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

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

MY COMMISSION EXPIRES:

Notary Public, State of Texas
Printed name: _____

(S E A L)

**CITY OF ROCKWALL
City Council Agenda**

Agenda Date: August 18, 1997

Agenda No IV.K.

Agenda Item: Appointments/Plats/Plans/Public Hearings

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

Item Generated By:

Action Needed:

Background Information:

Attachments:

1. Copy of Facilities Agreement

MEMORANDUM

DATE: August 15, 1997

TO: Julie Couch, City Manager

FROM: Bill Crolley, Director Of Community Development

RE: Facilities Agreement

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

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

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

FACILITIES AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4. Utilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF ROCKWALL, TEXAS

By: _____
Julie Couch, City Manager

ATTEST:

City Secretary

WEBER DEVELOPMENT, INC.

By: _____
Its Authorized Agent

ACKNOWLEDGEMENTS

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

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

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

MY COMMISSION EXPIRES:

Notary Public, State of Texas
Printed name: _____

(S E A L)

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

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

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

MY COMMISSION EXPIRES:

Notary Public, State of Texas
Printed name: _____

(S E A L)



CITY OF ROCKWALL

"THE NEW HORIZON"

08/06/2002

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

Re: Landscaping

Dear Mr. Stacey:

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

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

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

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

Sincerely,

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

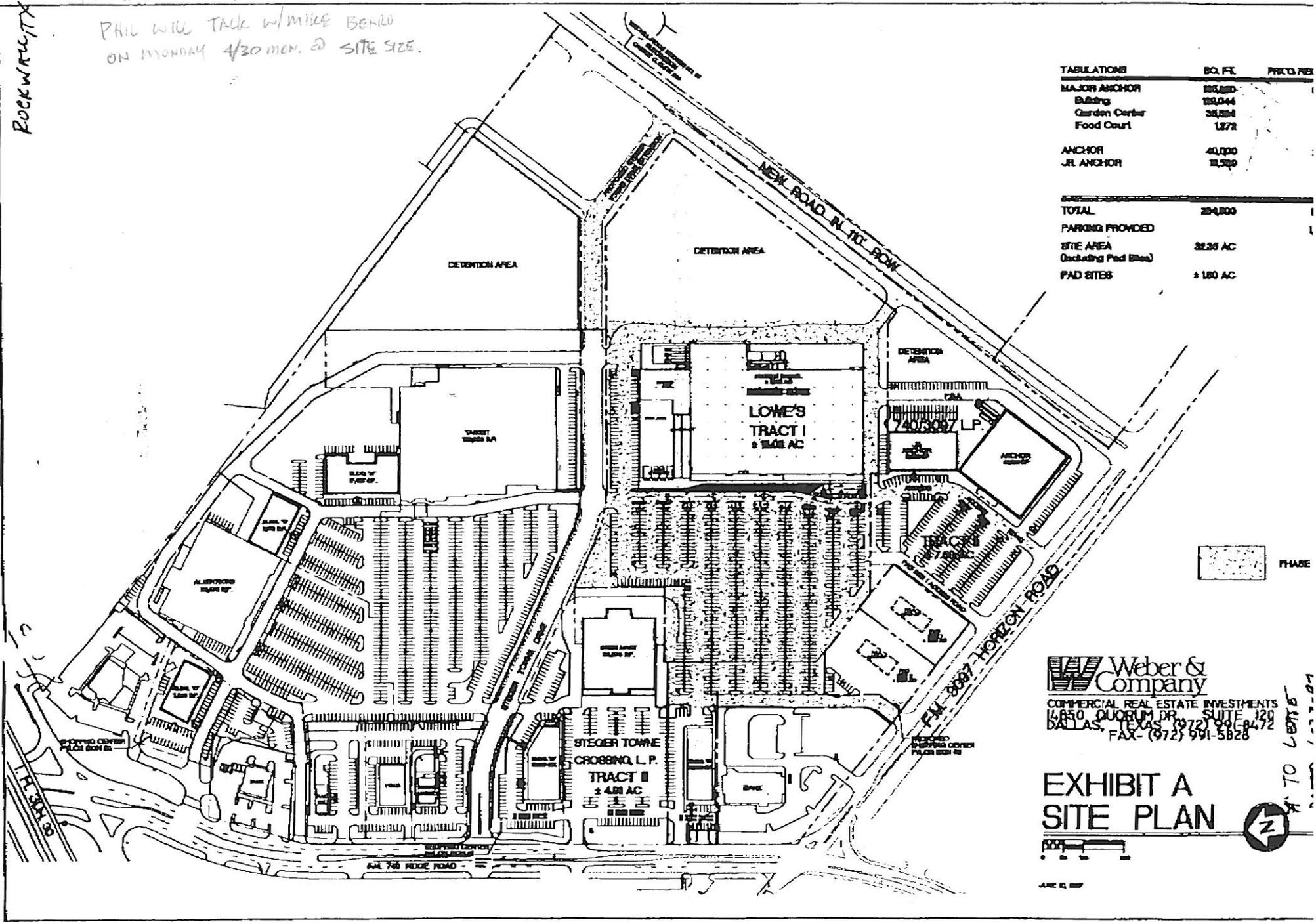
P. 02/02

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

Rockwall, TX

4/23 MON. CALLED PHIL

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



TABLATIONS	SQ. FT.	PRCO. PER
MAJOR ANCHOR	100,000	
Building	100,044	
Garden Center	30,000	
Food Court	1,072	
ANCHOR	40,000	
JR. ANCHOR	10,000	
<hr/>		
TOTAL	204,000	
<hr/>		
PARKING PROVIDED		
SITE AREA (Including Pad Sites)	32.26 AC	
PAD SITES	± 180 AC	

Weber & Company
 COMMERCIAL REAL ESTATE INVESTMENTS
 1450 QUORUM DR. SUITE 120
 DALLAS, TEXAS 75272-9472
 FAX - (972) 591-5828

EXHIBIT A SITE PLAN



N TO LEFT

ARTICLE III. LANDSCAPE REGULATIONS***Sec. 20-22. Definitions.**

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

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

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

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

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

Sec. 20-24. Application of article.

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

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

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

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

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

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

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

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

(e) *Screening from residential uses.*

(1) Any commercial or industrial use or parking lot that has a side or rear contiguous to any residential district and any multi-family use with more than five (5) dwelling units or parking lot that has a side or rear contiguous to any single-family, townhouse, or duplex district, shall be screened with a masonry fence (excluding tilt wall or concrete block unless approved by the city council), six (6) feet in height, unless otherwise approved by the city council. Berms in conjunction with a fence can be utilized to meet this requirement. The screen shall be located no closer to the street than the property line. Any ordinances concerning sight obstructions of intersections shall be applicable to the screen where it is intersected by a street or driveway.

(2) Prior to construction of any required screens, complete plans showing type of material, depth of beam, and structural support shall be submitted to the building permit office for analysis to determine whether or not:

- a. The screen will withstand the pressures of time and nature;
- b. The screen adequately accomplishes the purpose for which it was intended.

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

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

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

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

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

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

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

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

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

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

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

Sec. 20-29. General maintenance.

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

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

(Ord. No. 88-28, § I, 7-18-88)

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

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

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

EXHIBIT A
ORDINANCE 88-28

VISIBILITY TRIANGLES

(Section 2.18, Rockwall Standards of Design)

"2.18 Public Right-of-Way Visibility

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

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

EXHIBIT C

DISAPPROVED PLANT LIST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

See Section 103 (b) for possible fee waiver.

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

- (1) Once a treescape plan has been approved if it is determined by the property owner that a protected tree needs to be removed;
- (2) An addition to an existing nonresidential structure.

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

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

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

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

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

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

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

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

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

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

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

(Ord. No. 95-16, § 1, 5-1-95)

LOWE'S

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

AVAILABLE PARKING	840 SPACES
REQUIRED PARKING	823 SPACES
EXCESS PARKING	17 SPACES (NOT BEHIND BLDG LINE)

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

HOME DEPOT

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

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

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

LOWE'S

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

LOWE'S HOME CENTERS, INC.
REAL ESTATE DEPARTMENT

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

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

April 2, 2001

VIA UPS NEXT DAY (saver)

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

RE: LOWES STORE #0610, Rockwall, TX

Dear Jeffrey,

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

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

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

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

Sincerely,

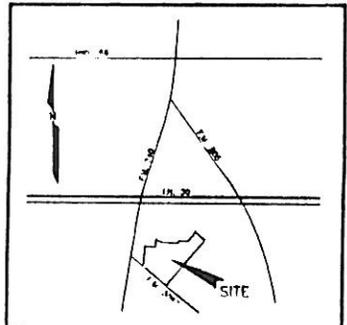
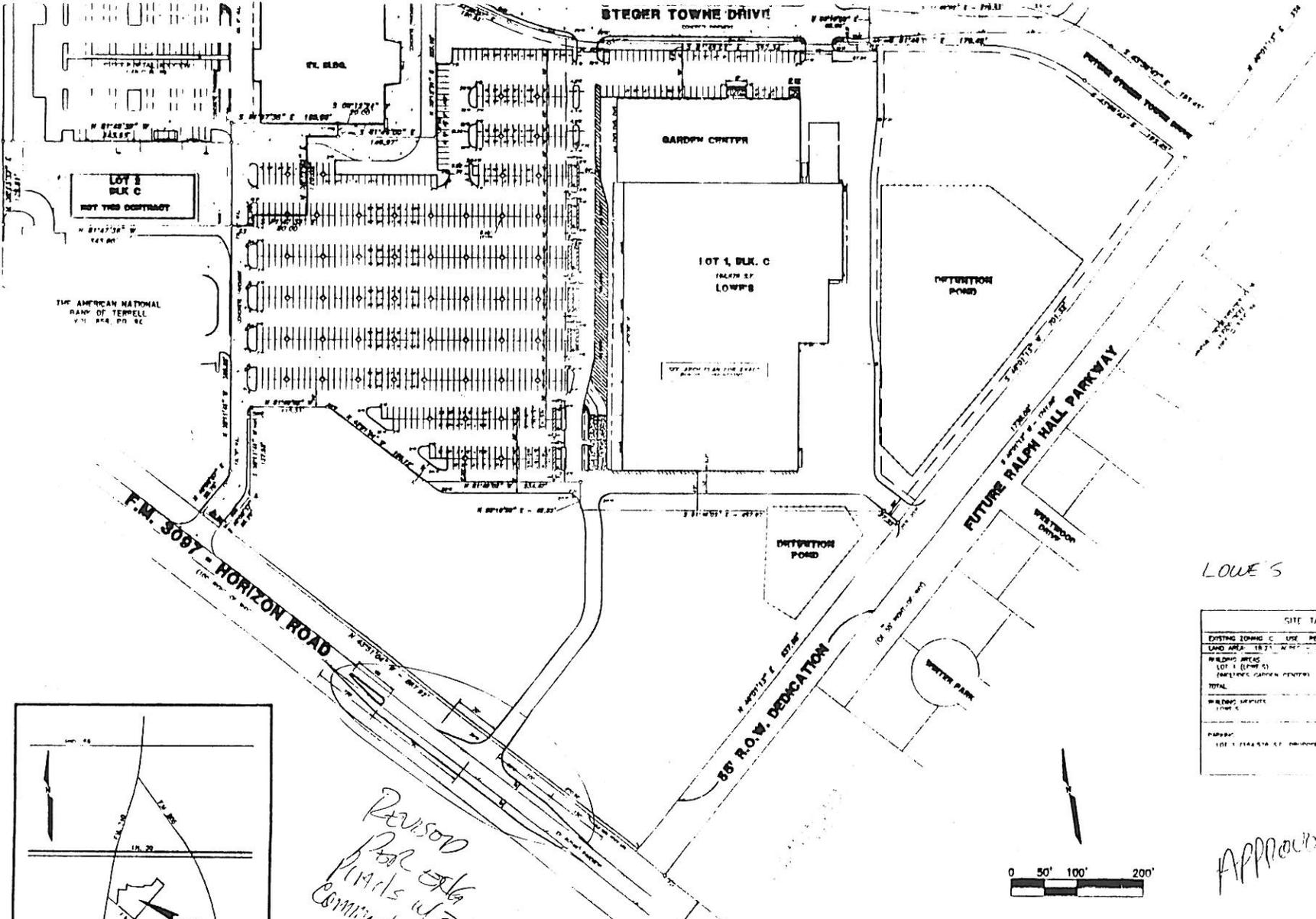


Philip J. Curley
Manager/ Property Management

CC: WF #0610

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

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

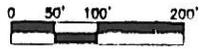


LOCATION MAP
(NOT TO SCALE)

*REVISION
Per City
Plans of July 1997
Committed as*

LOWE'S

SITE TABULATIONS	
EXISTING ZONING C USE	RETAIL & GROCERY
LAND AREA	187,714 SQ. FT. (4.29 AC)
BUILDING AREAS	
LOT 1 (LOWE'S)	148,478 SF
GARDEN CENTER	148,478 SF
TOTAL	296,956 SF
BUILDING FOOTPRINT	148,478 SF (50% COV.)
IMPAV.	148,478 SF (50% COV.)
LOT 1 (LOWE'S)	148,478 SF (50% COV.)
TOTAL	148,478 SF



APPROVED

SITE PLAN OF **97-52**
STEEGER TOWNE CROSSING PHASE II
 LOCATED IN THE CITY OF ROCKWALL, TEXAS
 BEING OUT OF THE
 JAMES SMITH SURVEY, ABSTRACT NO. 200
 ROCKWALL COUNTY, TEXAS
 JULY 23, 1997

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

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

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

**CITY OF ROCKWALL
Work Session Agenda**

Agenda Date: August 25, 1997

Agenda No. II.

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

Item Generated By:

Action Needed:

Background Information:

1. Copy of Memo
2. Copy of Facilities Agreement

Attachments:

Memorandum

TO: Julie Couch, City Manager

FROM: Bill Crolley, Director of Community Development

RE: Steger Towne Facilities Agreement

DATE: August 22, 1997

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

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

FACILITIES AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4. Utilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF ROCKWALL, TEXAS

By: _____
Julie Couch, City Manager

ATTEST:

City Secretary

740/3097 LIMITED PARTNERSHIP

By: _____
O. L. Steger III

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF ROCKWALL §

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

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

MY COMMISSION EXPIRES:

Notary Public, State of Texas
Printed name: _____

(S E A L)

STATE OF TEXAS §
COUNTY OF ROCKWALL §

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

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

MY COMMISSION EXPIRES:

Notary Public, State of Texas
Printed name: _____

(S E A L)

LOWE'S
FILE

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



August 12, 1997

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

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

Dear Bill:

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

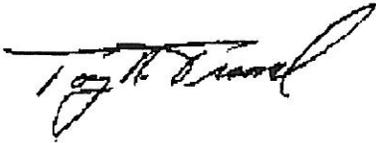
The current proposed driveway is offset from Westwood Drive by approximately 125 feet. This configuration creates two T-type future intersections with the future four lane divided roadway shown on the plan. These two locations are also offset in such a manner that future left turns from the four lane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

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

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

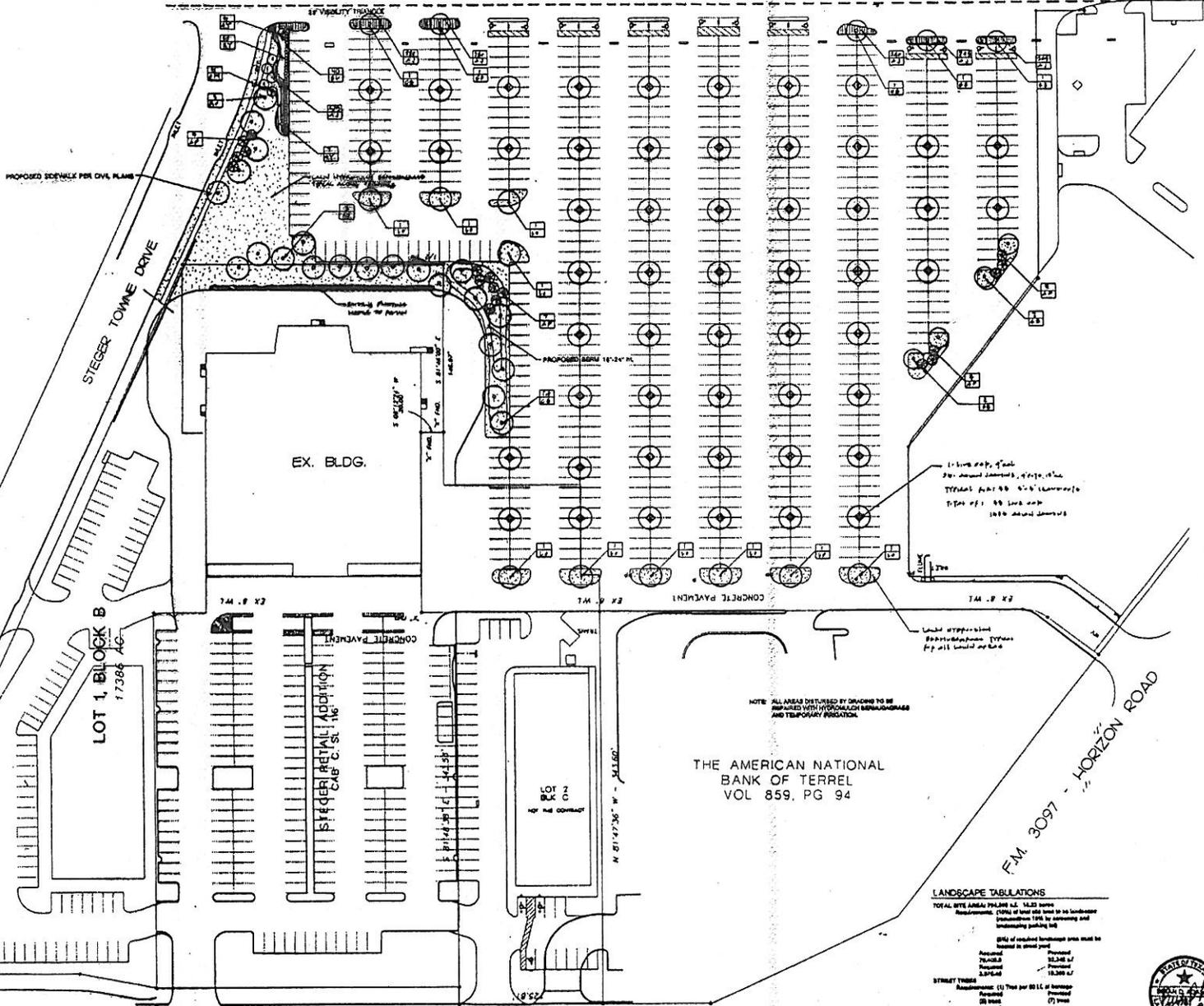
The proposed offset alignment of the proposed driveway is consistent with acceptable traffic engineering and planning principles in an urban environment. DeShazo, Tang & Associates staff will be available for the Monday, August 18, 1997 meeting and can address this issue further if necessary. Please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

DeShazo, Tang & Associates, Inc.

A handwritten signature in black ink, appearing to read "Tony R. Tramel". The signature is written in a cursive style with a horizontal line above the name.

Tony R. Tramel, P.E.
Vice President

cc: John DeShazo, P.E.



- LANDSCAPE NOTES**
1. Contractor shall verify existence of all existing and proposed one, two, and four inch water lines and verify location of any downspouts, utility lines and nearby structures. Contractor shall verify location of all existing and proposed utility lines and nearby structures. Contractor shall verify location of all existing and proposed utility lines and nearby structures.
 2. Contractor shall verify existence of all existing and proposed one, two, and four inch water lines and verify location of any downspouts, utility lines and nearby structures. Contractor shall verify location of all existing and proposed utility lines and nearby structures.
 3. Contractor shall verify existence of all existing and proposed one, two, and four inch water lines and verify location of any downspouts, utility lines and nearby structures. Contractor shall verify location of all existing and proposed utility lines and nearby structures.
 4. Contractor shall verify existence of all existing and proposed one, two, and four inch water lines and verify location of any downspouts, utility lines and nearby structures. Contractor shall verify location of all existing and proposed utility lines and nearby structures.
 5. All planting beds and trees shall be installed by the contractor. Contractor shall verify location of all existing and proposed utility lines and nearby structures.
 6. All planting beds and trees shall be installed by the contractor. Contractor shall verify location of all existing and proposed utility lines and nearby structures.
 7. All landscape areas to be installed shall be installed by the contractor. Contractor shall verify location of all existing and proposed utility lines and nearby structures.
 8. All trees shall be installed by the contractor. Contractor shall verify location of all existing and proposed utility lines and nearby structures.

- MAINTENANCE NOTES**
1. The Owner, Owner and Contractor shall be jointly and severally responsible for the maintenance of all trees.
 2. All landscape shall be maintained in a neat and orderly manner at all times. The area shall be kept free of weeds, brush, and other unwanted vegetation.
 3. All landscape areas shall be kept free of weeds, brush, and other unwanted vegetation.
 4. All plant material shall be maintained in a healthy and growing condition as is appropriate to the species of the plant.
 5. All plant material shall be installed with good ground cover of mulch or similar material.

- GENERAL NOTES**
1. Contractor shall be required to provide 100% coverage on all trees.
 2. The area shall be kept free of weeds, brush, and other unwanted vegetation.
 3. All trees shall be installed by the contractor. Contractor shall verify location of all existing and proposed utility lines and nearby structures.

PLANT LEGEND

SYMBOL	PLANT TYPE
A.J.	Asian Jasmine
A.P.	Andromeda
C.B.	Crape Myrtle
C.L.	Camellia
L.C.	Live Oak
P.L.	Red Tip Photinia
R.B.	Radiata
R.O.	Shrubbery Red Oak
S.T.	Shrubbery

PLANT LIST

TREES	COMMON NAME	QTY.	SIZE	REMARKS
1	Red Tip Photinia	10	2' cal.	100% coverage, 12" dia. of spec.
1	Asian Jasmine	17	18" cal.	100% coverage, 12" dia. of spec.
1	Crape Myrtle	10	18" cal.	100% coverage, 12" dia. of spec.
1	Camellia	10	18" cal.	100% coverage, 12" dia. of spec.
1	Live Oak	10	18" cal.	100% coverage, 12" dia. of spec.
1	Red Tip Photinia	10	18" cal.	100% coverage, 12" dia. of spec.
1	Radiata	10	18" cal.	100% coverage, 12" dia. of spec.
1	Shrubbery Red Oak	10	18" cal.	100% coverage, 12" dia. of spec.
1	Shrubbery	10	18" cal.	100% coverage, 12" dia. of spec.

SHRUBS / GROUND COVER / LAWN

SYMBOL	COMMON NAME	QTY.	SIZE	REMARKS
1	Andromeda	10	18" cal.	100% coverage, 12" dia. of spec.
1	Asian Jasmine	10	18" cal.	100% coverage, 12" dia. of spec.
1	Crape Myrtle	10	18" cal.	100% coverage, 12" dia. of spec.
1	Camellia	10	18" cal.	100% coverage, 12" dia. of spec.
1	Live Oak	10	18" cal.	100% coverage, 12" dia. of spec.
1	Red Tip Photinia	10	18" cal.	100% coverage, 12" dia. of spec.
1	Radiata	10	18" cal.	100% coverage, 12" dia. of spec.
1	Shrubbery Red Oak	10	18" cal.	100% coverage, 12" dia. of spec.
1	Shrubbery	10	18" cal.	100% coverage, 12" dia. of spec.

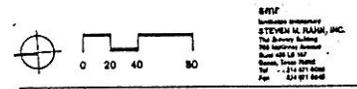
NOTE: Plants to be installed in blocks only. Contractor to verify all quantities on site. All plant material shall be installed with good ground cover of mulch or similar material.

THE AMERICAN NATIONAL BANK OF TERREL
VOL 859, PG 94

LANDSCAPE TABULATIONS

TOTAL SITE AREA: 17306 AC. 1/2" SCALE
REMARKS: (1) Total per 100% of coverage
(2) Total per 100% of coverage
(3) Total per 100% of coverage

SYMBOL	PLANT TYPE	QTY.	SIZE	REMARKS
1	Red Tip Photinia	10	2' cal.	100% coverage, 12" dia. of spec.
1	Asian Jasmine	17	18" cal.	100% coverage, 12" dia. of spec.
1	Crape Myrtle	10	18" cal.	100% coverage, 12" dia. of spec.
1	Camellia	10	18" cal.	100% coverage, 12" dia. of spec.
1	Live Oak	10	18" cal.	100% coverage, 12" dia. of spec.
1	Red Tip Photinia	10	18" cal.	100% coverage, 12" dia. of spec.
1	Radiata	10	18" cal.	100% coverage, 12" dia. of spec.
1	Shrubbery Red Oak	10	18" cal.	100% coverage, 12" dia. of spec.
1	Shrubbery	10	18" cal.	100% coverage, 12" dia. of spec.



LANDSCAPE PLAN

LOWES
STEGER TOWNE CROSSING
ROCKWALL, TEXAS

LAWRENCE A. CATES & ASSOC.
17306 AC. NO. 372, 122

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
BA	BA	8-8-97	1/4" = 1'			L.1

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

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

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

Micki Rose

2205 Inwood Trail

Lowlett, TX 75088

facilities Agreement
approved 8-25-97

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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

A. Received by (Please Print Clearly) *MS 9/7* B. Date of Delivery

C. Signature *Stacey* Agent Addressee

X *Stacey* Agent Addressee

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

3. Service Type

Certified Mail Express Mail

Registered Return Receipt for Merchandise

Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

7001 1140 0002 9809 7364

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

OFFICIAL USE
ROCKWALL, TX 75032

Postage	\$ 0.37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.42

UNIT ID: 0087

Postmark Here
2002-9-6
Clerk: K9802

7001 1140 0002 9809 7364

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

Street, Apt. 1 or PO Box N
City, State, Z











**GARDEN
CENTER**

















GARDEN
CENTER









