

A RESOLUTION AUTHORIZING THE AGREEMENT AND SETTLEMENT OF ALL MATTERS IN CONTROVERSY BETWEEN THE CITY OF ROCKWALL AND PLAINTIFF AND INTERVENORS IN THAT CERTAIN ACTION STYLED ROCKWALL HARBOR LANDING, INC., A TEXAS CORPORATION VS. CITY OF ROCKWALL, TEXAS, CAUSE NUMBER 87-124; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROCKWALL, TEXAS:

Section 1

That the Mayor is hereby authorized to sign an agreement settling and compromising all matters in controversy between the City of Rockwall and Plaintiff and Intervenor in that certin action styled Rockwall Harbor Landing, Inc., A Texas Corporation vs. City of Rockwall, Texas, as shown on the attached Exhibit "A".

Section 2

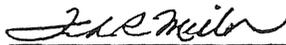
That this Resolution shall in no way be construed to be an admission of liability by the City of Rockwall with respect to any matter in controversy between the City and Plaintiff and Intervenor.

Section 3

That this Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED: June 15, 1987.

CITY OF ROCKWALL, TEXAS


MAYOR

ATTESTED TO BY:


CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

ROCKWALL HARBOR LANDING, INC.,)	IN THE DISTRICT COURT
TEXAS CORPORATION,)	
Plaintiff,)	
)	
VS.)	86TH JUDICIAL DISTRICT
)	
CITY OF ROCKWALL, TEXAS,)	
Defendant.)	ROCKWALL COUNTY, TEXAS

AGREED JUDGMENT

On the ____ day of _____, 1987, came on to be heard the above-entitled and numbered cause wherein Rockwall Harbor Landing, Inc., hereinafter referred to as Plaintiff, City of Rockwall, Texas, hereinafter referred to as Defendant and Rick S. Burgy, Leigh Burgy, Charles N. Capri, Thelma L. Capri, Claude F. Fulton, Francis Fulton, Peter G. Oetking, Maude Oetking, and Revival Tabernacle Association, Inc., hereinafter referred to as Intervenors, appeared in person and by their attorneys of record. Defendant, having been duly and legally cited to appear and answer, has filed an answer in this matter, Intervenors have duly appeared and filed their Plea Of Intervention; all parties have reached an agreement to settle all matters of controversy pending before the Court and have agreed to the terms and conditions of this Agreed Judgment.

The parties have announced to the Court that they have reached an agreement in this cause and have executed a Settlement Agreement, which has been filed with the Court, the terms of said Settlement Agreement are incorporated herein by reference as if set forth anew. The Court, after having reviewed the Settlement Agreement, approves said Settlement Agreement and the terms and conditions recited therein, and after considering same,

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that, subject to the terms and conditions of the Settlement Agreement, the above-entitled

and numbered cause of action be in all things dismissed, and that all costs of court are to be taxed against the party incurring same.

SIGNED AND ENTERED this _____ day of _____, 1987.

JUDGE PRESIDING

AGREED AS TO FORM AND CONTENT:

SALLINGER, NICHOLS, JACKSON,
KIRK & DILLARD

By: _____

Robert E. Hager
Texas Bar Card 08689500
1800 Lincoln Plaza
Dallas, Texas 75201
Phone: (214) 954-3333

ATTORNEYS FOR PLAINTIFF

HUTCHISON PRICE BOYLE & BROOKS

By: _____

Pete Eckert
Texas Bar Card 06399000
Kent S. Hofmeister
Texas Bar Card 09791700
3900 First City Center
Dallas, Texas 75201-4622
Phone: (214) 754-8600

ATTORNEYS FOR DEFENDANT

BIRD & RENEKER

By: _____

D. Ronald Reneker
Texas Bar Card 16770000
D. Grant Seabolt, Jr.
Texas Bar Card 17942500
1100 Premier Place
5910 North Central Expressway
Dallas, Texas 75206
Phone: (214) 373-7070

ATTORNEYS FOR INTERVENORS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF ROCKWALL, TEXAS, CLARIFYING THE CONTENT
OF ORDINANCE NUMBER 84-16

WHEREAS, the zoning and platting of a subdivision within the City of Rockwall named Harbor Landing Phase I has been approved by the City Council, and

WHEREAS, a lawsuit has been filed against the City of Rockwall by Rockwall Harbor Landing, Inc., and

WHEREAS, the lawsuit seeks from the Court a judicial interpretation of the meaning of Section 1(6) of Ordinance Number 84-16, and

WHEREAS, certain residents of the area adjacent to Harbor Landing Phase I have intervened in this lawsuit, and

WHEREAS, the City of Rockwall, Rockwall Harbor Landing, Inc., and the intervenors in the lawsuit have agreed to the interpretation and application of the Ordinance Number 84-16 as it pertains to Harbor Landing Phase I, and

WHEREAS, the agreed interpretation and application specifies the building pad elevations and maximum elevations of buildings in the subdivision, as shown in "Exhibit A" to this resolution, and the term "house height" shall be defined as the distance between a monument located at the front building line of each lot and the highest point of the structure on each such lot; and

WHEREAS, the Rockwall Harbor Landing, Inc., Plaintiff in the lawsuit, has agreed to dismiss with prejudice all claims as to each party to the lawsuit upon the approval and enactment of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rockwall that:

1. It is the intent of the City Council that Ordinance Number 84-16 be interpreted, applied and enforced as specified in Exhibit A, and

2. The City Manager is instructed to enforce Ordinance Number 84-16 in such a manner that the pad elevations and maximum building elevations shown in Exhibit A are adhered to.

PASSED AND APPROVED the 15th day of June,
1987.

APPROVED:

J. R. Mester

ATTEST:

By *Julia Cook*

ROCKWALL HARBOR LANDING, INC.,)	IN THE DISTRICT COURT
A TEXAS CORPORATION,)	
Plaintiff,)	
)	
VS.)	86TH JUDICIAL DISTRICT
)	
CITY OF ROCKWALL, TEXAS,)	
Defendant.)	ROCKWALL COUNTY, TEXAS

SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 1987, by and between Rockwall Harbor Landing, Inc., hereinafter referred to as Plaintiff, City of Rockwall, Texas, hereinafter referred to as Defendant and Rick S. Burgy, Leigh Burgy, Charles N. Capri, Thelma L. Capri, Claude F. Fulton, Francis Fulton, Peter G. Oetking, Maude Oetking, and Revival Tabernacle Association, Inc., hereinafter referred to as Intervenors.

WHEREAS, Plaintiff has filed a suit in the 86th Judicial District Court in Rockwall County, Texas, against Defendant in Cause Number 87-124; the City has duly appeared and filed an Answer in said proceeding; and, Intervenors have duly appeared and filed their Plea of Intervention in said proceedings.

WHEREAS, the parties have reached an agreement to settle the matters in controversy recited in Plaintiff's Original Petition and have agreed to enter into an Agreed Judgment to dismiss the pending litigation, subject to the provisions recited therein.

NOW THEREFORE, in consideration of the terms, conditions and covenants recited herein, the parties agree as follows:

1. Approval of Plat Plan. Defendant, by and through the authorized actions of its City Council, hereby approves for all purposes the Plat Plan which is attached hereto and incorporated herein as Exhibit "A", which sets forth the maximum

roof top elevation, maximum building pad elevation and maximum height for single family residences in Rockwall Harbor Landing Phase I. Defendant agrees and acknowledges that under its Zoning Ordinance 84-16, attached hereto as Exhibit "B", and the previously filed Plat applicable to Plaintiff's property which is described in Exhibit "C" attached hereto and incorporated herein by reference, Plaintiff may sell and/or construct single family residences on its property. The approval of Exhibit "A" does hereby interpret the Zoning Ordinance 84-16, attached hereto as Exhibit "B", and specifically incorporates the terms of this Agreement as the official interpretation of said ordinance.

Defendant recognizes and agrees that Plaintiff or any subsequent purchaser of Plaintiff's property shall have the right to construct single family residences on said property subject to (i) the terms recited in Exhibit "A" and (ii) compliance with other standard requirements (in addition to site plan approval) required by city ordinances to obtain a building permit for single family residences.

2. Plat Restrictions. The parties agree, that pursuant to Resolution Number _____, concerning the attached Exhibit "A" submitted by Plaintiff for the Rockwall Harbor Landing Plat, in connection therewith, the attached Exhibit "A" establishes for each lot within said Plat the following: (i) maximum roof-top elevation; (ii) maximum building pad elevation; (iii) maximum height for single-family residences. Intervenors and Defendant agree to take no action of any kind to amend, alter, revise or relocate in any manner the restrictions contained in Exhibit "A" which would interfere or impede Plaintiff's development of said property. Defendant further agrees that no action of any nature is pending or contemplated to attempt to amend Ordinance number 84-16, or to otherwise change or restrict the current use allowed under the existing ordinances and as provided in the filed plat, as amended herein.

3. Settlement of Litigation. The parties agree that upon the approval of Resolution number _____, the parties shall execute and deliver to the 86th Judicial

Court of Rockwall County, Texas, the Agreed Judgment in the form attached hereto as Exhibit "D", to be entered in the pending litigation referenced above. Pursuant to the terms of the Agreed Judgment, the pending cause of action and claims of Plaintiff and Intervenor shall be dismissed and all court costs assessed against the party incurring the same. Further, in consideration of the terms and conditions recited herein, Plaintiff hereby agrees that upon the occurrence of the Conditions Precedent recited above, and the performance by Defendant of the terms recited herein, Plaintiff shall release, remise and discharge Defendant from all claims, demands, damages, costs and expenses of any nature, including attorney's fees, alleged in Plaintiffs' Original Petition filed in the pending litigation. Defendant, in consideration of the release by Plaintiff recited herein, shall hereby release, remise and discharge Plaintiff from any and all claims, demands, damages, costs and expenses, including attorney's fees, arising from Plaintiff's Original Petition or any other action of Plaintiff's related thereto. Intervenor, in consideration of the release by Plaintiff and Defendant recited herein, shall hereby release, remise and discharge Plaintiff and Defendant from any and all claims, demands, damages, costs and expenses, including attorney's fees, arising from Intervenor's Plea Of Intervention or any other action of Intervenor's related thereto. All parties acknowledge that this Agreement has been executed of their own free will and volition, and that each party has consulted its own counsel to review and advise them of the matter contained herein prior to execution of this Agreement. Further, this Agreement is binding and fully enforceable against the parties recited herein and may be introduced into evidence in any court proceedings related to the matters referenced herein.

4. **Invalidity.** Except as expressly provided to the contrary herein, each section, part, term or provision of this Agreement shall be considered severable; and if for any reason any section, part, term or provision herein is determined to be invalid and contrary to or in conflict with any existing or future law or regulation by a Court or agency having valid jurisdiction, such determination shall not impair the operation

of or have any other affect on other sections, parts, terms or provisions of this agreement as may remain otherwise intelligible, and the latter shall cotinue to be given full force and effect and bind the parties hereto, and said invalid sections, parts, terms or provisions shall not be deemed to be a part of this Agreement.

5. State Law. This Agreement has been executed and delivered in the State of Texas and shall be construed in accordance with the laws of the State of Texas. Any action brought to enforce or interpret this Agreement shall be brought in the court of appropriate jurisdiction in Rockwall County, Texas. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that all parties hereto have participated in the preparation of this Agreement and that legal counsel was consulted by each responsible party before the execution of this Agreement.

6. Successors and Assigns. This Agreement and the terms and provisions hereof shall inure to the benefit of and binding upon the parties hereto and their respective successors and assigns whenever the context so requires or permits.

EXECUTED this _____ day of _____, 1987.

Plaintiff:

ROCKWALL HARBOR LANDING, INC., A
TEXAS CORPORATION

By: _____

Title: _____

Defendant:

CITY OF ROCKWALL, TEXAS

By: _____

Title: _____

Intervenors:

Rick S. Burgy

Leigh Burgy

Charles N. Capri

Thelma L. Capri

Claude F. Fulton

Francis Fulton

Peter G. Oetking

Maude Oetking

REVIVAL TABERNACLE ASSOCIATION, INC.

By: _____

Title: _____

AGREED AS TO FORM AND CONTENT:

SALLINGER, NICHOLS, JACKSON,
KIRK & DILLARD

By: _____

Robert E. Hager
Texas Bar Card 08689500
1800 Lincoln Plaza
Dallas, Texas 75201
Phone: (214) 954-3333

ATTORNEYS FOR PLAINTIFF

HUTCHISON PRICE BOYLE & BROOKS

By: _____

Pete Eckert
Texas Bar Card 06399000
Kent S. Hofmeister
Texas Bar Card 09791700
3900 First City Center
Dallas, Texas 75201-4622
Phone: (214) 754-8600

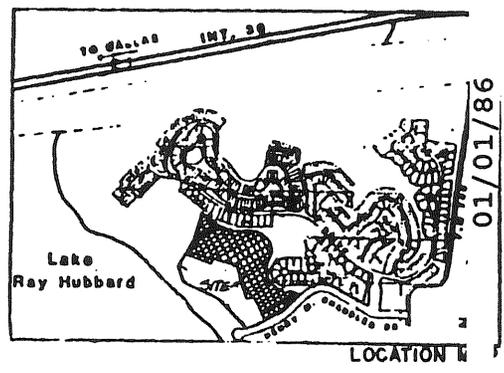
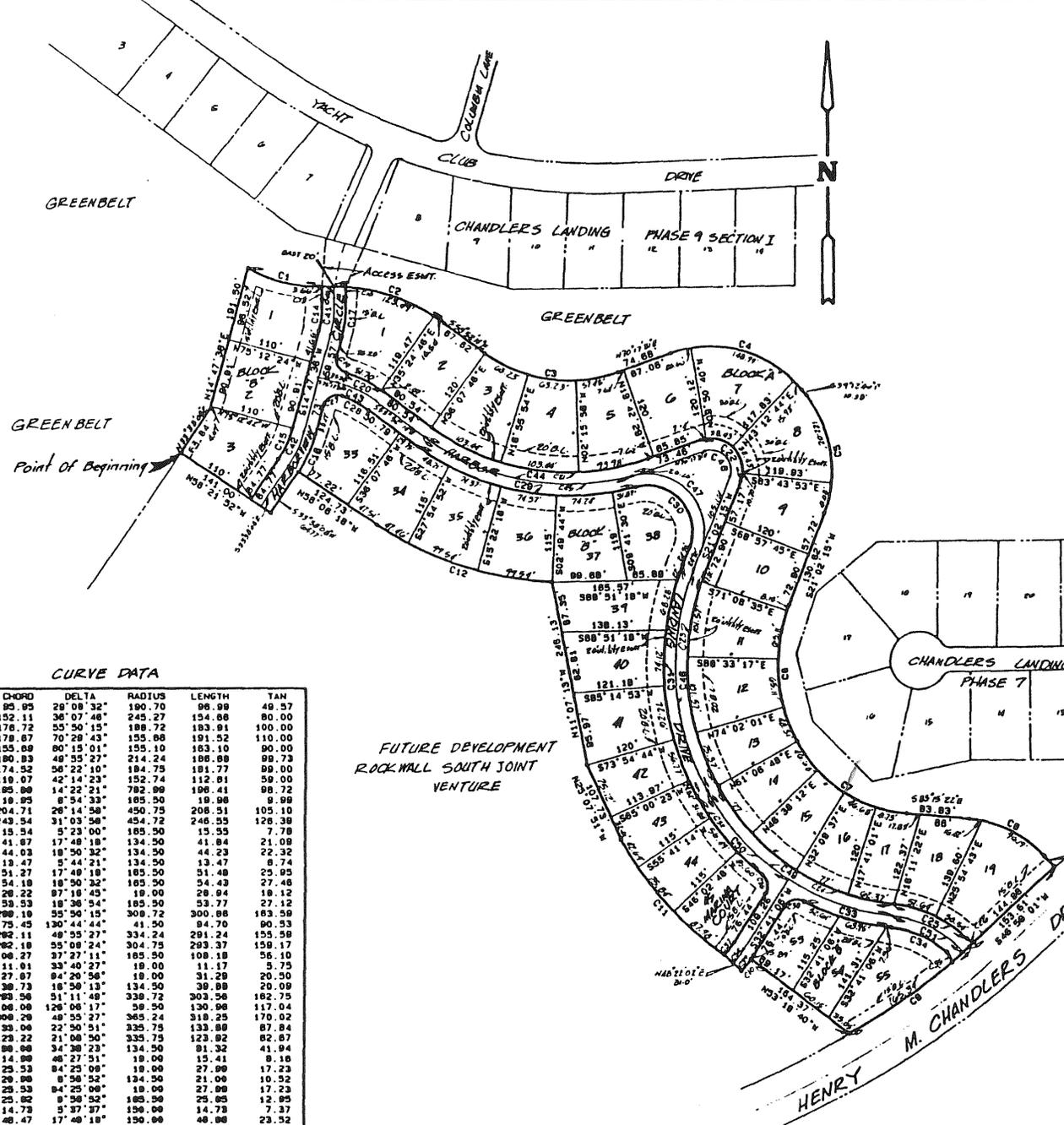
ATTORNEYS FOR DEFENDANT

BIRD & RENEKER

By: _____

D. Ronald Reneker
Texas Bar Card 16770000
D. Grant Seabolt, Jr.
Texas Bar Card 17942500
1100 Premier Place
5910 North Central Expressway
Dallas, Texas 75206
Phone: (214) 373-7070

ATTORNEYS FOR INTERVENORS



86-48

CURVE DATA

NO.	BEARING	CHORD	DELTA	RADIUS	LENGTH	TAN
C1	575° 25' 44" E	85.95	29° 08' 32"	190.70	98.99	49.57
C2	571° 56' 07" E	152.11	36° 07' 46"	245.27	154.86	80.00
C3	581° 47' 21" E	178.72	55° 50' 15"	188.72	183.81	100.00
C4	574° 27' 38" E	178.87	70° 28' 43"	155.88	191.52	110.00
C5	508° 05' 18" E	155.89	80° 15' 01"	155.10	183.10	90.00
C6	503° 55' 20" E	180.83	49° 55' 27"	214.24	186.89	99.73
C7	557° 04' 17" E	174.52	56° 22' 10"	184.75	181.77	99.00
C8	584° 08' 11" E	119.07	42° 14' 23"	152.74	112.81	59.00
C9	854° 10' 11" W	185.86	14° 22' 21"	782.99	196.41	98.72
C10	538° 10' 41" W	10.95	8° 54' 33"	185.50	19.98	8.99
C11	N42° 00' 41" W	204.71	26° 14' 58"	450.75	208.51	105.10
C12	N71° 56' 17" W	243.54	31° 03' 58"	454.72	246.55	126.38
C13	S00° 20' 11" E	15.34	5° 23' 00"	185.50	15.35	7.78
C14	S05° 52' 57" W	41.87	17° 48' 18"	134.50	41.84	21.09
C15	S24° 12' 52" W	44.03	18° 50' 32"	134.50	44.23	22.32
C16	S00° 08' 35" E	13.47	5° 44' 21"	134.50	13.47	8.74
C17	S05° 52' 57" W	51.27	17° 48' 18"	185.50	51.48	25.95
C18	S24° 12' 52" W	54.18	18° 50' 32"	185.50	54.43	27.46
C19	S28° 50' 48" E	28.22	87° 18' 45"	19.00	28.94	18.12
C20	S83° 10' 41" E	53.53	18° 38' 54"	185.50	53.77	27.12
C21	S81° 47' 22" E	289.18	55° 50' 15"	308.72	300.88	183.59
C22	S44° 20' 07" E	75.45	130° 44' 44"	41.50	84.70	90.53
C23	S03° 55' 20" E	282.11	48° 55' 27"	334.24	291.24	155.58
C24	S56° 27' 54" E	282.10	55° 08' 24"	304.75	293.37	159.17
C25	S85° 18' 00" E	108.27	37° 27' 11"	185.50	108.18	56.10
C26	S83° 25' 38" E	11.81	33° 40' 27"	18.00	11.17	5.75
C27	N81° 58' 04" E	27.87	84° 20' 56"	18.00	31.29	20.50
C28	S82° 21' 51" E	38.73	18° 50' 13"	134.50	39.88	20.09
C29	S78° 28' 08" E	283.58	51° 11' 48"	338.72	303.58	162.75
C30	S42° 00' 54" E	108.08	128° 06' 17"	58.50	117.04	117.04
C31	S03° 55' 20" E	308.28	48° 55' 27"	365.24	318.25	170.02
C32	S40° 18' 37" E	133.08	22° 50' 51"	335.75	133.88	87.84
C33	S73° 28' 10" E	123.22	21° 08' 50"	335.75	123.82	82.87
C34	S88° 43' 24" E	88.88	34° 38' 23"	134.50	81.32	41.94
C35	S28° 10' 17" E	14.88	48° 27' 51"	19.00	15.41	8.18
C36	S08° 31' 28" E	25.53	84° 25' 08"	19.00	27.09	17.23
C37	S37° 08' 32" W	28.88	8° 58' 52"	134.50	21.00	10.52
C38	S74° 53' 41" W	25.53	84° 25' 08"	19.00	27.09	17.23
C39	S37° 08' 32" W	25.82	8° 58' 52"	185.50	25.85	12.85
C40	S00° 12' 53" E	14.73	5° 37' 37"	158.00	14.73	7.37
C41	S05° 52' 57" W	48.47	17° 48' 18"	158.00	48.88	23.52
C42	S24° 12' 52" W	48.11	18° 50' 32"	158.00	48.38	24.88
C43	S84° 32' 18" E	55.34	21° 20' 10"	158.00	55.88	28.28
C44	S81° 47' 21" E	308.81	55° 50' 15"	324.22	315.87	171.80
C45	S78° 28' 08" E	280.18	51° 11' 48"	324.22	288.71	155.39
C46	S44° 20' 07" E	47.27	130° 44' 44"	28.00	56.39	58.52
C47	S42° 00' 54" E	123.71	128° 06' 17"	78.00	188.87	147.53
C48	S03° 55' 20" E	288.10	48° 55' 27"	348.74	304.74	182.81
C49	S58° 27' 54" E	288.58	55° 08' 24"	328.25	308.38	187.27
C50	S43° 08' 03" E	157.27	26° 25' 42"	328.25	158.88	81.12
C51	S83° 32' 38" E	88.88	41° 00' 02"	158.00	187.34	98.88
C52	S37° 08' 32" E	88.88	8° 58' 52"	190.00	23.42	11.74

FUTURE DEVELOPMENT
ROCKWALL SOUTH JOINT
VENTURE

HAROLD L. EVANS
CONSULTING ENGINEER
2331 GUS THOMASSON RD. SUITE 102
DALLAS, TEXAS 75228
PHONE (214) 328-8133

HARBOR LANDING PHASE ONE
EDWARD TEAL SURVEY ABSTRACT NO. 207
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXA
ROCKWALL SOUTH JOINT VENTURE
P.O. BOX 1234 GREENVILLE, TX

8648
ALL - PHASE 1
HARBOR LANDING FP

FINAL PLAT

