



**LAKEWOOD VILLAGE TOWN HALL  
100 HIGHRIDGE DRIVE  
LAKEWOOD VILLAGE, TEXAS  
TOWN COUNCIL MEETING  
JANUARY 11, 2024 7:00 P.M.**

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**REGULAR SESSION – AGENDA**

Call to Order and Announce a Quorum is Present

**A. PLEDGE TO THE FLAG:**

**B. VISITOR/CITIZENS FORUM:** Pursuant to Texas Government code 551.007 (adopted in 2019): A governmental body shall allow each member of the public who desires to address the body regarding an item on an agenda for an open meeting of the body to address the body regarding the item at the meeting before or during the body's consideration of the item. A person who addresses the Council concerning an agenda item, including a Public Hearing, must limit his/her remarks to the specific subject matter being considered by the Council under that agenda item.

**C. PUBLIC HEARING** – A public hearing is scheduled to provide an opportunity for citizen comment on a proposed zoning change to property described as Denton CAD Property ID 636539, being an approximate 0.1640 acre tract of land in Denton County, Texas, legally described as A0339A C.C. Dickson, Tr 2A(1), 0.164 Acres; Denton CAD Property ID 183763, being an approximate 14.9108 acre tract of land in Denton County, Texas, legally described as A0339A C.C. Dickson, Tr 2A, 14.9108 Acres; Denton CAD Property ID 44330, being an approximate 0.8100 acre tract of land in Denton County, Texas, legally described as A0339A C.C. Dickson, Tr 3, .81 Acres, Old DCAD Tr #3; Denton CAD Property ID 123076, being an approximate 0.2800 tract of land in Denton County, Texas, legally described as A1044A Wm H. Pea, Tr 5, .28 Acres; Denton CAD Property ID 45584, being an approximate 3.7490 acre tract of land in Denton County, Texas, legally described as A0750A Wm Loftin, Tr 3, 3.749 Acres; Denton CAD Property ID 133261, being an approximate 52.8130 acre tract of land in Denton County, Texas, legally described as A0750A Wm Loftin, Tr 4A, 52.813 Acres; Denton CAD Property ID 133254, being an approximate 0.5880 acre tract of land in Denton County, Texas, legally described as A1169A B.C. Shahan, Tr 45D, .588 Acres, Old DCAD Tr #3C(4); and Denton CAD Property ID 45675, being an approximate 4.7000 acre tract of land in Denton County, Texas, legally described as A1169A B.C. Shahan, Tr 46, 4.7 Acres, Old DCAD Tr #3B; to change the zoning from a Planned Development – PD3 –to Planned Development – PD5.

**D. PUBLIC HEARING** – A public hearing is scheduled on the reauthorization of building permit fees to provide an opportunity for citizen comment as required by HB1922 (2023).

**E. CONSENT AGENDA:** All the items on the Consent Agenda are considered to be self-explanatory and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests an item be removed from the Consent Agenda.

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1. First Amendment to the Development Agreement for the Enclave & Arbors (Ruth)
2. Consideration of Zoning for The Enclave and The Arbors at Lakewood Village (Ruth)
3. Minutes of November 9, 2023 (Ruth)
4. Reauthorization of Building Permit Fees as required by HB1922 (Vargus)
5. Professional Services Agreement with Skorburg for Northshore Phase II (Ruth)
6. Authorization of Mayor to Execute the Green Space and Sidewalk Extension Transfer of Ownership with Corson & Cramer Development for The Enclave & Arbors (Ruth)

**F. REGULAR AGENDA:**

1. Presentation of the Fiscal Year 2021-2022 Financial Audit Report, Mr. Wayne Nabors, Nabors CPA Services (Vargus)
2. Presentation of the Investment Report for the First Quarter of Fiscal Year 2023-2024 (Vargus)
3. Consideration of Development Agreement for Northshore Phase II (Ruth)
4. Discussion of Water/Wastewater Capital Improvement Projects (Vargus)
5. Consideration of The Villas Preliminary Plat Submittal (Ruth)
6. Consideration of Contract with JBI for Supplemental Engineering Services (Ruth)
7. Discussion of Winterization of Utility System (Vargus)
8. Discussion of Green Meadow Drive (Vargus)

**G. EXECUTIVE SESSION: – In accordance with Texas Government Code, Section 551.001, et seq., the Town Council will recess into Executive Session (closed meeting) to discuss the following:**

1. § 551.071(2), Texas Government Code to wit: consultation with Town Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter to receive legal advice re: Development agreements, development, zoning standards, and eminent domain; and
2. § 551.087 Texas Government Code to wit: Economic Development Negotiations regarding First Texas Homes, Taylor Morrison-South Oak, Northshore, The Villas; and
3. § 551.071, Texas Government Code to wit: Consultation with the Town Attorney regarding pending or contemplated litigation, re: Town of Lakewood Village V. Hydro Resources Mid-Continent, Inc
4. § 551.072 Texas Government Code to wit: deliberations about real property regarding First Texas Homes, Taylor Morrison-South Oak, Northshore; The Villas.
5. § 551.074 Texas Government Code to wit: personal matters regarding the evaluation of Town Administrator/Town Secretary

**H. RECONVENE: Reconvene into regular session and consideration of action, if any, on items discussed in executive session.**

**I. ADJOURNMENT**

**LAKEWOOD VILLAGE TOWN COUNCIL  
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I do hereby certify that the above notice of meeting was posted on the designated place for official notice at 5:30 p.m. on Monday, January 8, 2024.



*Linda Ruth*

Linda Ruth, TRMC, CMC

Town Administrator/Town Secretary

The Town Council reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development), 418.183 (Homeland Security)

This facility is wheelchair accessible and accessible parking spaces are available. Please contact the Town Secretary's office at 972-294-5555 or FAX 972-292-0812 for further information.

One or more board members of the LAKEWOOD VILLAGE MUNICIPAL DEVELOPMENT DISTRICT may attend this meeting. No action will be taken by the MDD board.

**LAKEWOOD VILLAGE TOWN COUNCIL  
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**Page 3 of 3**

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## **DEVELOPMENT AGREEMENT**

This Development Agreement (this “**Agreement**”) is by and between the **TOWN OF LAKEWOOD VILLAGE, TEXAS**, a general law municipality located in Denton County, Texas (the “**Town**”), and **CCD-LWV, LLC** (“**CCD**”), and is made and entered into effective as of the date signed by the parties hereto (the “**Effective Date**”). The foregoing parties are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**.”

### **RECITALS**

**WHEREAS**, CCD holds fee simple title to approximately 77.5 acres of land described by metes and bounds on the attached Exhibit A and depicted on the attached Exhibit A-1. The property is located within the Town’s municipal limits; and

**WHEREAS**, CCD desires to develop the land as a master planned single family residential community in general conformance with the concept plan (the “**Concept Plan**”) shown on Exhibit B attached hereto and incorporated herein for all purposes. Among other things, the Concept Plan illustrates the approximate location of new streets, lots, a new Town entry, a town hall site, park sites and open spaces; and

**WHEREAS**, CCD’s ability to efficiently develop the Properties depends on various Town approvals, including but not limited to, the Town’s approval of: (i) the Concept Plan, (ii) preliminary and final plats of the Properties that are generally in accordance with the Concept Plan, and (iii) construction plans for the Properties that meet or exceed the applicable requirements of Town regulations and uniformed engineering design standards (collectively, the “**Approvals**”). This Agreement includes a process for obtaining the Approvals; and

**WHEREAS**, development of the Properties shall meet or exceed the applicable requirements of the approved Concept Plan, the Land Use and Development Regulations, and the Town regulations, as they exist today, including Subdivision Ordinance No. ~~14-1320-05~~, Zoning Ordinance No. 19-02, Public Works Construction Standards Ordinance No. ~~14-1123-15~~, and Lighting Ordinance No. 19-03 (collectively the “**Applicable Regulations**”),

**WHEREAS**, the Town is agreeable to the Properties being developed as a master planned single family residential community on the terms as set forth herein; and

**WHEREAS**, the Parties intend for this Agreement to establish certain restrictions and impose certain commitments in connection with the development of the Properties; and

**WHEREAS**, the Town is the certified retail treated water provider for the property (under its water Certificate of Convenience and Necessity No. 10201) and the retail sewer provider (under sewer Certificate of Convenience and Necessity No. 20075) the Town agrees to provide water and sewer service subject to applicable laws and regulations and the terms of this Agreement; and

**WHEREAS**, the Parties have the authority to enter into this Agreement including, but not limited to, the authority granted by Texas Local Government Code § 212.172; and

**NOW THEREFORE**, for and in consideration of these premises and of the mutual promises, obligations, covenants and benefits herein contained, the Parties agree as follows:

## **ARTICLE I REPRESENTATIONS, AND TERM**

1.1 Incorporation of Recitals. The recitals contained in this Agreement are true and correct as of the Effective Date and form the basis upon which the Parties negotiated and entered into this Agreement.

## **ARTICLE II LAND USE AND DEVELOPMENT REGULATIONS OF THE LEISD PROPERTY**

2.1 Land Use and Development Regulations. To realize various benefits to the Town contemplated by the Concept Plan, the Town agrees to the Land Use and Development Regulations and the Concept Plan, as described on Exhibit B attached hereto and incorporated herein for all purposes (the “**Land Use and Development Regulations**”).

2.2 Building Materials. CCD and the Parties agree that Exhibit B, as applicable, the Town-adopted building codes and local amendments, the Town-adopted fire codes and local amendments and the Town’s building material regulations in the zoning ordinance as they existed on August 1, 2019 shall apply for a period of six (6) years of the Effective Date to the Properties, and CCD voluntarily agrees to burden the Properties, by the filing of this Agreement as a covenant that runs with the land, with their applicability for such time, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended, unless the Parties agree to modify Exhibit B or the building material regulations by amendment to this Agreement.

2.3 Conflicts. In the event of any conflict between the Land Use and Development Regulations and any Applicable Regulations, the Land Use and Development Regulations, including any exhibits or attachments, shall control.

## **ARTICLE III FINAL ZONING OF THE PROPERTIES**

3.1 Full Compliance with Town Standards. Development of the Properties shall be subject to the Applicable Regulations and uniform engineering design standards, as they exist today, except to the extent that the Final Zoning, may vary from those terms, in which event the Final Zoning, as applicable, shall control. After a period of six (6) years from the Effective Date, development on the Properties shall be subject to the then applicable regulations of the Town and any amendments thereof.

3.2 Conflicts. In the event of any conflict between this Agreement and the Applicable Regulations, this Agreement shall control.

**ARTICLE IV**  
**DEVELOPMENT PROCESS AND CHARGES**

4.1 Development, Review and Inspection Fees. Development of any portion of the Properties shall be subject to payment to the Town of the applicable fees according to the Town Regulations, including without limitation fees relating to platting and any other charges and fees not expressly exempted or altered by the terms of this Agreement.

4.2 CCD'S ACKNOWLEDGEMENT OF THE TOWN'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/CCDS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(A) CCD ACKNOWLEDGES AND AGREES THAT:

(I) THE PUBLIC INFRASTRUCTURE TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE TOWN PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTIES, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(a) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(b) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR (c) NUISANCE.

(II) THE AMOUNT OF CCD'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT CCD'S ANTICIPATED IMPROVEMENTS AND CCD'S DEVELOPMENT PLACES ON THE TOWN'S INFRASTRUCTURE.

(III) CCD HEREBY AGREES AND ACKNOWLEDGES, WITHOUT WAIVING CLAIMS RELATED SOLELY TO EXACTIONS NOT CONTEMPLATED BY THIS AGREEMENT, THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE TOWN OR ACQUIRES FOR THE TOWN PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY CCD FOR SUCH LAND, AND CCD HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH

PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE TOWN RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTIES ON THE TOWN'S INFRASTRUCTURE. CCD FURTHER WAIVES AND RELEASES ALL CLAIMS IT MAY HAVE AGAINST THE TOWN UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE. ALL CLAIMS HELD BY CCD AGAINST THE TOWN, TOWN OFFICIALS OR TOWN EMPLOYEES THAT ARE NOT WAIVED ABOVE ARE HEREBY ASSIGNED TO THE TOWN.

- (B) THIS SECTION 4.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

## **ARTICLE V**

### **TOWN ENTRY STREET**

5.1 Relocation. Pursuant to Section 311.008 of the Transportation Code, CCD will petition the Town, and the Town will process a request to abandon the section of Lakecrest Drive extending from Eldorado Parkway to Highridge Drive, as shown on Exhibit D, to be conditioned on CCD's dedication and construction of a new street to serve as the main entry to the Town, at CCD's sole expense, as generally shown on the Concept Plan. The request will be for abandonment of the right-of-way conditioned on and becoming effective upon CCD's dedication of right-of-way in fee to the Town for the new, relocated Town entry street ("**Lakewood Village Drive**" depicted in Exhibit F) with the first plat for any portion of the Properties.

5.2 Paving. At its sole cost and expense, CCD will design and construct, with Town approval, the paving for the relocated Lakewood Village Drive. Construction will occur concurrently with CCD's development. The Town has requested, and CCD shall at its sole cost and expense construct the outbound lanes of Lakewood Village Drive be expanded from two lanes to four lanes (two left turn lanes, one through lane, and one right turn lane). CCD will be reimbursed for the incremental cost of the additional two lanes by the reimbursement mechanism as described in Section 12.

5.3 Traffic Signal. CCD will, at its sole cost and expense, design and install, with Town approval, traffic signals at the intersection of Lakewood Village Drive and Eldorado Parkway as shown in Exhibit F. CCD will be reimbursed for their cost of designing and installing the traffic signals by the Town's reimbursement mechanism as described in Section 12 of this Agreement.

5.4 Landscaping and Signage. Prior to the Town's acceptance of Lakewood Village Drive, CCD, at its sole cost and expense, will install landscaping in the median and landscaping buffer zone and regulatory signage within Lakewood Village Drive as set forth in the Final Zoning, as applicable.

5.5 Maintenance. The Town will be responsible for the maintenance of Lakewood Village Drive upon final acceptance. CCD may perform mowing and general maintenance of the landscaping at the town entrance and median of Lakewood Village Drive at their discretion. All mowing and maintenance shall be to a standard consistent with a first-class residential subdivision in the North Texas regional area.

## **ARTICLE VI**

### **TOWN ENTRY FEATURE**

6.1 Design and Installation. CCD will construct at its sole cost and expense an entry feature for the Town at the intersection of Eldorado Parkway and Lakewood Village Drive (the "**Town Entry Feature**") in accordance with plans prepared by the town. The Town Entry Feature shall be constructed concurrently with CCD's development and the construction of Lakewood Village Drive and attached hereto as Exhibit F and Exhibit F-2.

6.2 Cost Reimbursement. CCD will be reimbursed the cost of constructing the Town Entry Feature by the Town's reimbursement mechanism as described in Section 12 of this Agreement. If the estimated cost of the feature significantly exceeds \$500,000, the parties agree to examine alternative design parameters to reduce the developer cost to a maximum of \$500,000.

## **ARTICLE VII**

### **TOWN HALL AND PARK SITES**

7.1 Town Hall and Park Sites. CCD agrees to dedicate in fee approximately 2.927 acres to the Town for use as a town hall and park, in the locations generally shown on the Concept Plan. The Town agrees that the deed for the property will restrict the use of the property for development of a town hall with related municipal uses. The dedication will occur when a final plat is recorded for the land for Lakewood Village Drive. CCD's dedication of the town hall site will be considered a donation to the Town for tax purposes. To document the donation, CCD will obtain the necessary appraisals and the Town agrees to execute and deliver IRS Form 8283 and a donor acknowledgement letter to CCD based upon the values shown in such appraisals.

#### 7.2 Parks, Open Space, and Greenbelts.

(a) Park Dedication. Park Land Dedication Ordinance No. 15-18 requires developers to dedicate one (1) acre of park land for every 25 dwelling units. Based on the approximate 148 units shown on the Concept Plan, CCD would be required to dedicate approximately six acres of park land to the Town upon

development of the Properties. CCD agrees to dedicate, in fee, a minimum of eleven (11) acres of land to the Town for public parks, open space, and greenbelt buffers as shown on the Concept Plan. Any dedication of parks, open space, or greenbelt buffers to the Town in excess of the legally required amount will be considered a donation to the Town for tax purposes. CCD will obtain an appraisal of the donated acreage and the Town agrees to execute and deliver IRS Form 8283 and a donor acknowledgement letter to CCD based upon the values shown in such appraisal.

(b) Installation of Landscaping. CCD, at its sole cost and expense, shall install landscaping in accordance with the CCD Zoning and the Land Use and Development Regulations and with Town approval, within the parks, open space, and greenbelts as specified in the Final Zoning. The landscaping of any platted area shall be installed no later than six (6) months after the Town's final acceptance of all public improvements that service the platted area.

(c) Maintenance of Landscaping. Except as otherwise provided in Section 7.2(d) below relative to the forty-foot (40') greenbelt and hiking trail, The Town shall be responsible for maintenance of green space. CCD shall to the best of their ability minimize the disturbance to open space (excluding parks) that will be dedicated to the town.

(d) Greenbelt Trail. The forty-foot (40') greenbelt shown on the Concept Plan will contain a hiking trail. To the greatest extent possible, CCD shall leave the greenbelt in its natural undisturbed state. No under brushing, clearing, grading, or landscaping shall be performed in the greenbelt area. CCD will have no duty or obligation to construct, pay for or maintain the greenbelt or the trail.

~~(d)~~(e) North Greenbelt, and Sidewalk Extension – Lot X 10' greenbelt, as shown on Exhibit I: Notwithstanding dedications which will occur at final plat, Lot X shall be conveyed in fee to the Town by general warranty deed upon execution of this development agreement.

~~(e)~~(f) Satisfaction of Park Dedication and Improvement Requirements. As long as the parks, open space, and greenbelt buffers are dedicated to the Town as generally shown on the Concept Plan and the landscaping is installed within the parks, open space, and greenbelts as specified in the Final Zoning, CCD will have satisfied all requirements of Park Land Dedication Ordinance No. 15-18 and Parks, Trails, & Open Space Ordinance No. 15-17 and shall not be subject to other current or future ordinances requiring any park dedications, payments, improvements, or contributions in lieu thereof.

## ARTICLE VIII

## **WATER AND SEWER**

8.1 Water Lines. The Town (i) is the certificated retail water provider for the Property, (ii) certifies that sufficient water capacity is available to serve the Properties as developed in accordance with the Concept Plan, and (iii) will provide the necessary water capacity for CCD's full development of the Properties.

(a) Obligation to Construct. Contemporaneously with the development of the Properties, CCD, at its sole expense, will design and construct water lines and service lines on the Properties to serve future dwelling units on the Properties (the "**Water Facilities**"). The water lines and service lines shall be designed by a registered civil engineer and meet the Town's minimum standards. Prior to commencing construction of any Water Facilities, CCD shall submit complete and accurate copies of all plans and specifications to the Town. After construction, the Water Facilities will be owned, operated and maintained by the Town.

(b) Obligation to Fund. With the exception of the oversized line described in Section 8.1(e), CCD shall fund, at its sole expense, all costs associated with the design and construction of the on-site Water Facilities.

(c) Easements. CCD shall dedicate, at no cost to the Town, all temporary and permanent easements within the Properties that are required for the Water Facilities, as determined as determined by the Town but not to exceed the requirements of Ordinance No. ~~14-123-15~~ (Public Works Construction Standards).

(d) Compliance with Laws. CCD and the Town will comply with all laws and the Applicable Regulations in connection with the design and construction of the Water Facilities.

(e) Oversizing. The Town has requested that an oversized 12" water line be constructed with the development of the Properties from the terminal point of the new well yard plumbing line to the west boundary of the Properties, as shown on Exhibit G, to serve future customers located outside of the Properties (the "**Oversized Water Line**"). CCD agrees to construct the Oversized Water Line, but it is agreed that the difference in the cost between constructing the Oversized Water Line (and any other oversized water lines required by the Town) and a standard 8" water line will be reimbursed to CCD by the Town's reimbursement mechanism as described in Section 12 of this Agreement.

(f) Off-Site Water Facilities. CCD is not required to construct any offsite Water Facilities.

8.2 Wastewater Facilities. The Town (i) is the wastewater provider for the Properties, (ii) certifies that sufficient wastewater capacity is available to serve the Properties as developed in accordance with the Concept Plan, and (iii) will provide the necessary wastewater capacity for CCD's full development of the Properties.

(a) Obligation to Construct. Contemporaneously with the development of the Properties, CCD, at its sole expense, will design and construct wastewater lines, service lines and the regional lift station on the Properties to serve future dwelling units on the Properties (the “**Wastewater Facilities**”). The Wastewater Facilities shall be designed by a registered civil engineer and meet the Town’s minimum standards and Applicable Regulations. Prior to commencing construction of any Wastewater Facilities, CCD shall submit complete and accurate copies of all plans and specifications to the Town. After construction by CCD and acceptance by the Town, the Wastewater Facilities will be owned, operated and maintained by the Town.

(b) Obligation to Fund Regional Lift Station. CCD shall fund, at its sole expense, all costs associated with the design and construction of the on-site Wastewater Facilities **with the exception of the regional lift station.** CCD is responsible for the design and construction of the regional lift station which services the surrounding developments. The Town engineer has determined the roughly proportionate costs attributable to the various beneficial users of the lift station. On March 9, 2023 the Town Council assessed each development their proportionate share of the estimated costs to construct. The Town will be responsible for collecting the assessments, escrowing funds, approving expenditures and disbursing funds to reimburse CCD for costs incurred. CCD will not be required to escrow funds, but will instead be reimbursed for costs incurred net of CCD’s proportionate share. If there are costs in excess of the initial allocation CCD agrees to fund their proportionate share of these additional costs.

(c) Easements. CCD shall dedicate in fee, at no cost to the Town, the sanitary sewer easements within the Properties which are required for the Wastewater Facilities, as determined by the Town but not to exceed the requirements of Ordinance No. ~~14-11-23-15~~ (Public Works Construction Standards).

(d) Compliance with Laws. CCD and the Town will comply with all laws and Applicable Regulations and this Agreement in connection with the design and construction of the Wastewater Facilities.

(e) Off-Site Wastewater Facilities. Other than constructing the Regional Lift-Station and associated service lines, CCD is not required to construct any off-site Sewer Facilities..

## ARTICLE IX MELODY DRIVE CONNECTION

9.1 Design and Construction of Melody Drive Connection. CCD will, at its sole cost and expense, design and construct a north-south road as shown on the Concept Plan



and Exhibit H concurrent with construction of streets within the Properties which will terminate at Lot 4, Block A, Section 5. CCD will design and construct, with Town approval, a road across such Lot 4 to connect the north-south road to Melody Drive (the “**Melody Drive Connection**”), as shown on Exhibit H. CCD has no obligation to construct any other perimeter street. CCD will be reimbursed for the cost of design and construction of the Melody Drive Connection by the town.

(a) Shores Entry Signage. With the construction of the Melody Drive Connection, CCD will, at its sole cost and expense, design and construct a monument sign along Lakewood Village Drive to serve as the entry sign to the Shores of Lakewood Village Development ("Shores Entry Sign"). The design of the Shores Entry Sign will be consistent with the other entry signs in the CCD development. CCD will be reimbursed for the cost of designing and constructing the Shores Entry Signage by the Town's reimbursement mechanism as described in Section 12.

(b) Additional Entry Signage. At the Town's request, CCD will construct an entry feature similar to the Shores for the Town's original development area "The Village". CCD will be reimbursed for the cost of designing and constructing the Shores Entry Signage by the Town's reimbursement mechanism as described in Section 12.

## **ARTICLE X**

### **ELDORADO PARKWAY TURN LANES**

10.1 Developer agrees to construct a 15 foot wide right-turn lane with the length to be determined by the Town Engineer. Developer also agrees to build a three foot wide expansion of Eldorado Parkway. In cooperation with LEISD, the Town will determine the feasibility of sidewalks along Eldorado parkway from the Little Elm city boundary to the Town entrance to facilitate student safety. CCD will be reimbursed for the road improvements (and sidewalk) costs by the Town's reimbursement mechanism as described in Section 12.

## **ARTICLE XI**

### **PLAN APPROVAL AND DEVELOPMENT FEES**

11.1 Plan Approvals. Upon compliance with Applicable Regulations, the Town hereby agrees to approve preliminary plats, final plats, and construction plans of the Properties that are generally in accordance with the Concept Plan and that meet or exceed the requirements of the Final Zoning and the Applicable Regulations.

11.2 Development, Review and Inspection Fees. Development of any portion of the Properties shall be subject to payment to the Town of the applicable fees according to Applicable Regulations and this Agreement, including without limitation fees relating to

platting and any other charges and fees not expressly exempted or altered by the terms of this Agreement, except as follows:

- a. Development Fees. CCD and the Town have entered into that certain Professional Services Agreement approved July 13, 2023 (the “**PSA**”). The PSA requires that CCD pay for engineering and legal services

rendered to the Town in conjunction with the Town's review and approval of this Agreement, the Original CCD Property zoning application, and development plans for the Properties. CCD's payment for the services outlined in the PSA shall be in lieu of the Preliminary Plat, Final Plat, and Plan Approval fees contained in Section 4 and Section 5 of Consolidated Fee Ordinance No. ~~19-1723-06~~. Other than the fees contained within the Applicable Regulations and fees assessed by the Impact Fee Ordinance No. ~~17-0923-06~~ as provided hereunder, no other development fees, impact fees, front foot fees, pro-rata charges, capital recovery charges, or charges of any kind shall apply to the development of the Properties. In addition, CCD shall not be charged for water tap fees associated with irrigation of the parks, open space, and greenbelt buffers to be dedicated to the Town.

- b. Capital Contribution Fee. Developer agrees to make a Capital Contribution Fee in the amount of \$9,512 per lot. The Town agrees to waive all water and sewer impact fees.
- c. Homebuilder Fees. Prior to obtaining a building permit for each new dwelling unit on the Properties, CCD or subsequent property owners shall be subject only to the payment of the following fees and charges listed in Consolidated Fee Ordinance No. ~~19-1723-06~~ as amended on the effective date of this agreement and Impact Fee Ordinance No. 17-09 (collectively, the "**Builder Fees**"):
  - i. Building / Project Permit fees;
  - ii. Plan Review fees;
  - iii. Reinspection fees;
  - iv. Contractor Registration fees;
  - v. Certificate of Occupancy and Customer Service Inspection fees;
  - vi. Water Tap and Meter fees;
  - vii. Sewer Tap fees; and
  - viii. Capital Contribution Fee
- d. After a period of three (3) years from the Effective Date of this agreement, the Properties shall be subject to any amendments to Consolidated Fee Ordinance No. ~~19-1723-06~~ and Impact Fee Ordinance No. 17-09 which pertain to those fees listed in Section 11.2.(c)(i) - 11.2(c)(viii) The impact fees to be waived pursuant to Article XII shall continue to be waived for any amount not yet reimbursed.

**ARTICLE XII**  
**REIMBURSEMENT MECHANISM FOR IMPROVEMENTS**

12.1 Developer and Town agree that specific improvements described in Sections 5, 6, 7, 8, 9, and Section 10 (including entrance features, roadway improvements, signage) provide mutual benefits to both parties. The Town agrees to reimburse CCD for expenses incurred in the construction of these improvements subject to the following limitations:

- A. The overall amount of town reimbursements shall not exceed the aggregate amount of capital contribution fees received from builder/developer/owners. Any costs incurred by CCD which exceed the maximum Town reimbursement shall be deemed as CCD's proportionate share of the mutual benefits accruing from the improvements.
- B. Town agrees to reimburse CCD quarterly for expenses up to the amount of capital contribution fees received in the quarter.
- C. CCD's reimbursable expenses are net of any third-party payments such as from the LEISD or Lakewood Village Public Improvement District.

**ARTICLE XIII**  
**THIRD PARTY BENEFICIARIES**

EXCEPT FOR THE SUCCESSORS AND ASSIGNS OF CCD AS PROVIDED BY ARTICLE XIV, THIS AGREEMENT IS FOR THE BENEFIT OF THE PARTIES AND SHALL NOT BE CONSTRUED TO CONFER ANY BENEFIT ON ANY OTHER PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN.

**ARTICLE XIV**  
**ASSIGNMENT OF AGREEMENT**

The rights and obligations of CCD under this Agreement are binding upon, and accrue to the benefit of, CCD and the Town. CCD and its successors and assigns ("Assignor") shall have the right, from time to time, to sell, transfer, convey, donate, assign, pledge, mortgage, or encumber all or any part of Assignor's rights and obligations under this Agreement (a "Transfer") to any person or entity ("Assignee"), only with the Town's written consent (which shall not be unreasonably withheld, delayed or conditioned), provided Assignor is not in breach of this Agreement at the time of such Transfer and upon such Transfer (other than a collateral assignment to a lender), Assignor shall be released from the liabilities, responsibilities and obligations hereof to the extent of the land involved in such Transfer.

## **ARTICLE XV**

### **MISCELLANEOUS PROVISIONS**

15.1 Recitals. The Recitals set forth in this Agreement are true and correct, are binding upon the Parties, and form the basis upon which the Parties entered into this Agreement.

15.2 Conflicts. In the event a court of competent jurisdiction determines there is a conflict between this Agreement and the application of any other ordinance, rule, regulation, standard, policy, order, guidelines or other Town-adopted or Town-enforced requirement, whether existing on the Effective Date or hereinafter adopted, then this Agreement shall control. In the event of any conflict between any final plat and the Final Zoning, the final plat shall control.

15.3 Default; Remedies. No Party shall be in default under this Agreement until written notice of such Party's alleged failure to perform has been given to the other Party (including a description of the alleged failure) and until such Party has had an opportunity to cure the alleged failure for thirty (30) days after the notice is given. Notwithstanding the foregoing, if the failure cannot reasonably be completed within 30 days, a Party who has commenced to cure within thirty (30) days shall not be in default for the time period necessary to complete the cure, provided such Party is diligently pursuing to cure.

If CCD fails to comply with any provision of this Agreement after the giving of notice and the expiration of the cure period, Town shall have the following remedies, in addition to Town's other rights and remedies:

- (a) to refuse to issue building permits for the CCD Properties; and/or
- (b) to refuse to accept any portion of any future public improvements on the CCD Properties and/or associated with the development of the Property; and/or
- (c) to refuse to provide the impact fee credits to CCD.

If CCD fails to comply with any provision of this Agreement after the giving of notice and expiration of the cure period, the Town can pursue a court action for the injunctive relief, specific performance and/or mandamus.

If the Town fails to comply with any provision of this Agreement after the giving of notice and expiration of the cure period, CCD may only pursue a breach of contract claim, in addition to a court action for injunctive relief, specific performance and/or mandamus. All other remedies are waived by CCD against the Town and its officials and employees.

Any remedies hereunder shall be directed solely to the failed obligation and shall not address or include any activity or actions not directly related to the failed obligation.

15.4 Force Majeure. In the event any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, other than any Party's obligations to pay funds to any other Party, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused, to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and the full particulars of such force majeure to the other Parties. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure", as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, County or any civil or military authority, insurrections, protests, riots, vandalism, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, fire, subsidence, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, electric supply, and inability to provide water necessary for operation of the water and sanitary sewer systems hereunder, or of the Town to receive wastewater, and any other incapacities of any Party, whether similar to those enumerated or otherwise, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the exercise of reasonable due diligence and care and which the Party is proceeding promptly to cure, if within the Party's ability to cure. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the Party having the difficulty.

15.5 Approvals and Consents. Approvals or consents required or permitted to be given under this Agreement that are not ministerial shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate Party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the Party.

15.6 Notices. Any notice or other communication required by this Agreement to be given, provided, or delivered to a Party shall be in writing addressed to the Parties as set forth below. Notices shall be considered "given" for purposes of this Agreement: (a) if by Certified Mail, five business days after deposited with the U.S. Postal Service, Certified Mail, return Receipt Requested; (b) if by private delivery service (e.g., FedEx or UPS), on the date delivered to the notice address as evidenced by a receipt signed by any person at the notice address; or (c) if by any other means (including, but not limited to, FAX and E-mail), when actually received by the Party at the notice address.

If to the Town, to:

Town of Lakewood Village, Texas

~~Attn: Mark Vargus~~, Mayor, and Linda Ruth, Town Administrator  
100 Highridge Drive  
Lakewood Village, Texas 75068  
Fax: (972) 292-2812  
Email: mark@lakewoodvillagetx.us linda@lakewoodvillagetx.us

with a copy to:

Andy Messer  
Messer, Fort & McDonald, PLLC  
6371 Preston Road, Suite 200  
Frisco, Texas 75034  
Fax: (972) 668-6414  
Email: andy@txmunicipallaw.com

If to CCD, to:

C and C Land, LLC  
4925 Greenville Avenue, Suite 604  
Dallas, Texas 75206  
Attn: Brian Cramer and Larry Corson  
Email: bcramer@ccdevtx.com lcorson@ccdevtx.com

Each Party has the right to change, from time to time, its notice addresses by giving at least ten (10) days written notice to the other Parties. If any time period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the period shall be extended to the first business day following such Saturday, Sunday, or legal holiday.

15.7 No Additional Waiver Implied. The failure of any Party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other Parties.

15.8 Reservation of Rights. All rights, powers, privileges and authority of the Parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the Parties and, from time to time, may be exercised and enforced by the Parties.

15.9 Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the Parties hereto or any provisions hereof, or in ascertaining the intent of any Party, with respect to the provisions hereof.

15.10 Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

15.11 Amendments. This Agreement may only be amended by a written agreement signed by the Parties.

15.12 Binding Obligation; Releases; Estoppel.

(a) Binding Obligation. This Agreement shall bind and inure to the benefit of the Parties hereto, and their permitted successors and assigns.

(b) Releases. From time to time the applicant for any final plat (or the owner of the land covered by any final plat) may request, in writing, that the Town execute, in recordable form, a release of the obligations imposed upon CCD by this Agreement with respect to any portion of the Properties covered by an approved final plat (subject, however, to the continuing applicability of the “regulations that apply to specific lots” as identified above).

(c) Estoppel Certificates. From time to time upon written request of CCD or any future owner, and upon the payment to the Town of a \$300.00 fee plus all reasonable costs incurred by the Town in providing the certificate described in this section, the Town Administrator, or his/her designee will, in his official capacity and to his reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of an owner under this Agreement that are in default.

15.13 Authority. By executing below, the Parties agree that they have all necessary authority to enter into this Agreement, including any necessary approval by partners, directors or council members.

15.14 Non-Waiver of Government Immunity. The Town does not waive sovereign immunity from suit and liability for the purpose of enforcing this Agreement, except for specific performances, injunction or mandamus actions against the Town.

15.15 Construction and Venue. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, as such laws are now in effect and venue for any action shall lie only in Denton County, Texas.

15.16 Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes as if set forth in full in the body of this Agreement:

Exhibit A	Legal Description of the CCD Property
Exhibit A-1	Depiction of the CCD Property
Exhibit B	Concept Plan
Exhibit C	Land Use and Development Regulations
Exhibit D	Abandoned 60’ right-of-way easement
Exhibit E	Traffic Signal Location
Exhibit F, F-2	Entry Feature Plans



Exhibit G Water and Wastewater Lines

Exhibit H Melody Drive Connection

Exhibit I North Greenbelt and Sidewalk Extension

[Remainder of page intentionally left blank]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE DATE EXECUTED BY BOTH PARTIES:

TOWN OF LAKEWOOD VILLAGE, TEXAS

By: \_\_\_\_\_  
Name: Dr. Mark E. Vargus  
Title: Mayor  
Date: \_\_\_\_\_

~~Title: Mayor~~  
~~Date: \_\_\_\_\_~~

ATTEST:

By: \_\_\_\_\_  
Name: Linda Ruth, TRMC, CMC  
Title: Town Administrator/Town Secretary  
Date: \_\_\_\_\_



STATE OF TEXAS                   §  
   §  
COUNTY OF DENTON           §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2024 by Dr. Mark E. Vargus the Mayor of the Town of Lakewood Village, Texas, on behalf of said Town.

\_\_\_\_\_  
Notary Public, State of Texas

DEVELOPER:

CCD-LWV, LLC By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS §

§

COUNTY OF DENTON §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2024  
by \_\_\_\_\_ (name), of CCD-LWV, LLC, a Texas  
limited liability corporation, \_\_\_\_\_ (title) of CCD-LWV, LLC, a Texas  
limited liability corporation. (SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

Exhibit A  
Legal Description of the CCD Property

A0339A C.C. DICKSON, TR 2A, 14.9108 ACRES

A0339A C.C. DICKSON, TR2A(1), 0.164 ACRES

A0339A C.C. DICKSON, TR3, .81 ACRES, OLD DCAD TR#3

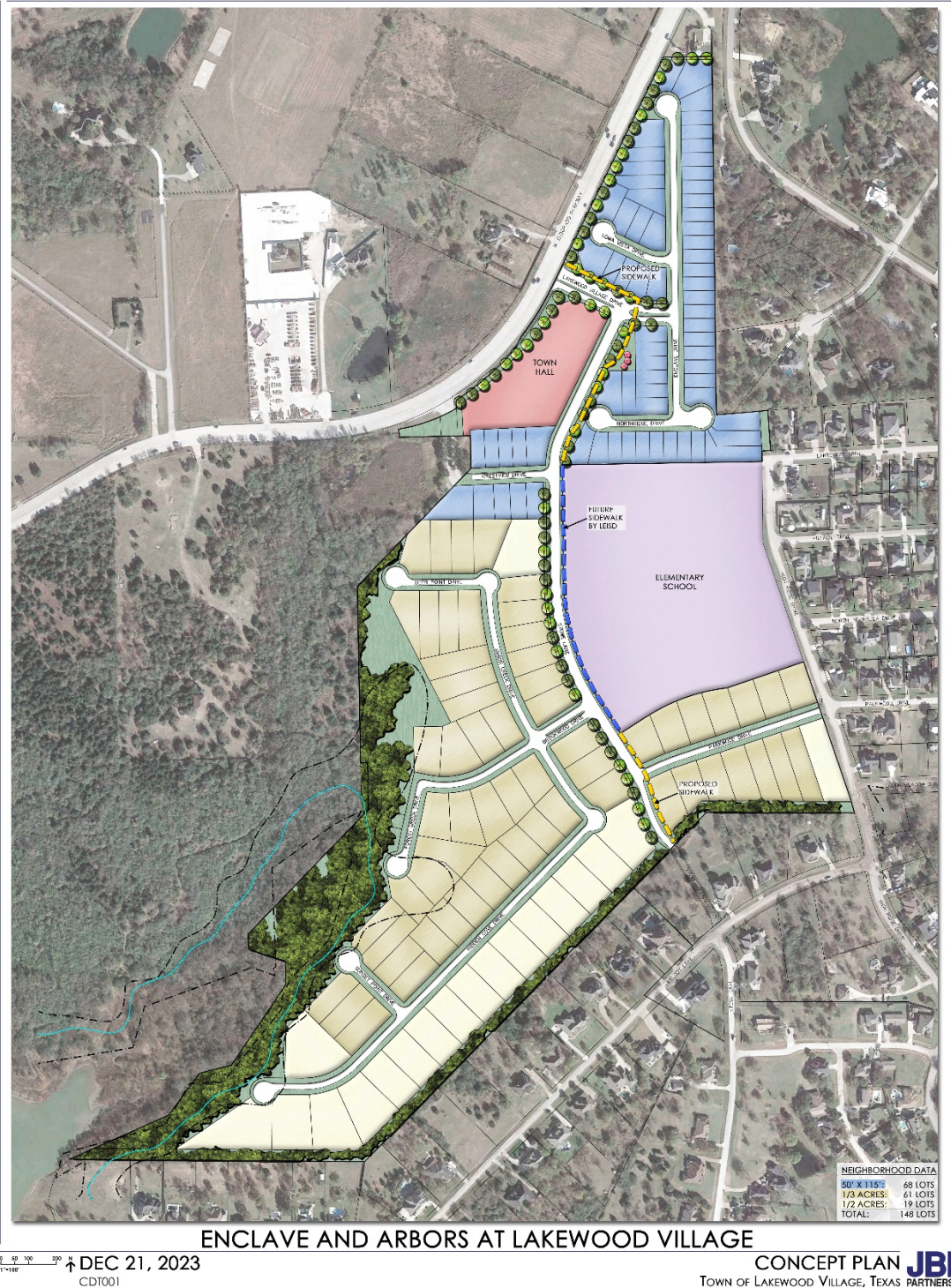
A0750A WM LOFTIN, TR3, 6.473 ACRES

A0750A WM LOFTIN, TR 4A, 65.039 ACRES

A1169A B.C. SHAHAN, TR 46, 4.7 ACRES, OLD DCAD TR ##3b

A1169A B.C. SHAHAN, TR 45D, .588 ACRES, OLD DCAD TR #3C(4)

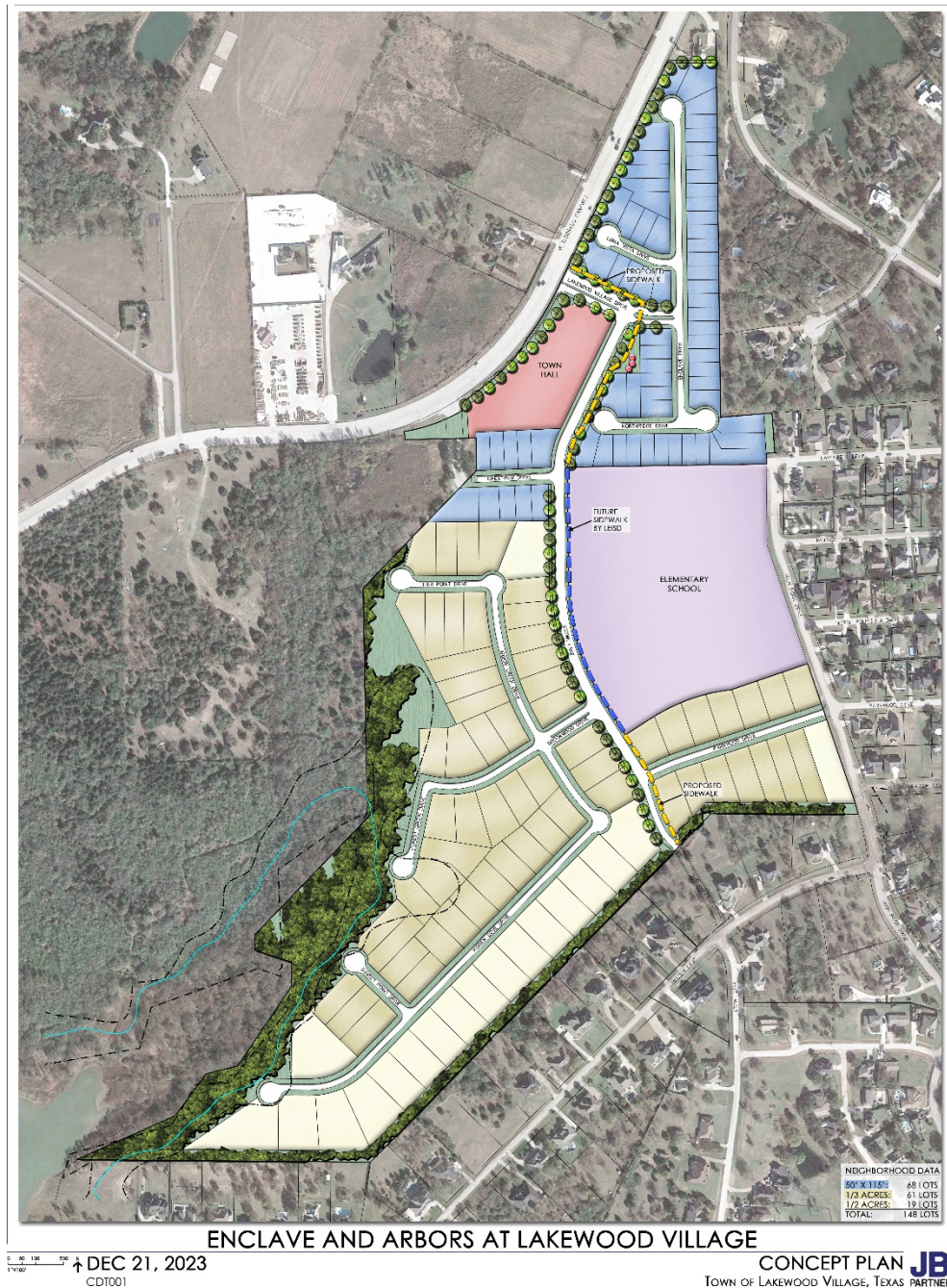
Exhibit A-1  
Depiction of the CCD Property





## EXHIBIT B CONCEPT PLAN

The Concept Plan conceptually illustrates the project boundaries, land use types, approximate locations of lots, roadways, parks, and open space. Final locations of lots, roadways, parks, and open space will be determined at the time of plat approval and shall be developed in accordance with Town ordinances.



## EXHIBIT C LAND USE AND DEVELOPMENT REGULATIONS

### 1. Permitted Uses

A. Allowed Uses: Permitted land uses are as follows:

Garage Apartment

Guest House

Single Family Residence

Accessory Structure - C

Child-Care: Home - C

Home Occupation – C

Homebuilder Marketing Center – C

Municipal Uses Operated by the Town

Parks or Open Space

Electrical Sub Station - S

Telephone Exchange – S

Temporary buildings of the builders and uses incidental to construction work on the premises, which shall be removed upon completion of such work.

\*C – specifies a conditional use which is permitted if the conditional development standards contained in the Zoning Ordinance are met.

\*S - indicates Specific Use Permit is required

### 2. Development Standards - Single-Family Residential

A. Area and building requirements: The development standards for the lots are outlined in the following Table 1.

**Table 1**

<b>Setbacks</b>	
Minimum Front Yard	10 ft
Minimum Front Yard for porches and swing-in garages	5 ft
Minimum Side Yard – Dwelling or Accessory Structure	5 ft
Minimum Rear Yard – Dwelling or Accessory Structure	5 ft
Minimum Side Yard – Pool and/or Spa	5 ft
Minimum Rear Yard – Pool and/or Spa	5 ft
Minimum Side Yard (adjacent to a street)	10 ft
<b>Lot Dimensions</b>	
Minimum Area	5,000 ft <sup>2</sup>
Minimum Width	50 ft
Minimum Depth	None

<b>Dwellings</b>	
Minimum Dwelling Area – Single Story	1,400 ft <sup>2</sup>
Minimum Ground Floor Dwelling Area – Two Story	1,200 ft <sup>2</sup>
Maximum Height / Stories	2.5
Maximum Lot Coverage / Impervious Surface	None
Minimum Elevation (above mean sea level)	540 ft

- B. Lot Width: The width of any lot shall not be less than as shown in Table 1 as measured at the front building line of the lot, except that lot width for lots at the terminus of a cul-de-sac or along street elbows/eyebrows may be less; provided all other requirements of the section are fulfilled.
- C. Front Yard: The minimum front yard shall be as shown in Table 1. Covered drives and porte-cocheres that are architecturally designed as an integral element of the main structure may extend an additional five (5) feet into the front yard from the minimum front yard setback. Required front yards must be open and unobstructed except for light posts and flag poles that are twenty (20) feet or less in height. Ordinary projections of windowsills, belt courses, cornices, and other architectural features may project up to twelve (12) inches into the required front yard. A fireplace chimney may project up to two (2) feet into the required front yard if its area of projection does not exceed twelve (12) square feet. Cantilevered roof eaves and balconies may project up to five (5) feet into the required front yard.
- D. Required Parking: A minimum of four (4) off-street concrete parking spaces shall be provided for each residential unit. As part of the parking requirement, at least two (2) of the off-street parking spaces shall be in an enclosed garage. Parking spaces shall be at least ten (10) feet in length, which shall not include any sidewalk.
- E. Architectural Standards: The following architectural standards shall apply to all single-family homes:
1. Exterior Façade Building Materials: Exterior construction materials shall consist only of brick, natural stone, cut stone, cast stone, stucco, cementitious fiber board, or any combination thereof. Glass, cement siding, or similar materials may be used for window box-outs, bay windows, roof dormers, or similar architectural features. Rough sawn wood timbers or similar materials may be used for architectural features such as columns and headers above windows and garage doors.
  2. Minimum Roof Pitch: The minimum roof pitch shall be 6:12 for single-story structures and 4:12 for two-story structures. Porches, dormers, and other architectural features shall have a minimum roof pitch of 2:12.



3. Roof Material: Roof materials shall be composition 30-year architectural shingles, standing seam metal or copper, natural or imitation slate shingles, or natural or imitation clay shingles. Wooden shingles are prohibited.
4. Garages: Garages may face the street. The minimum garage size is eighteen (18) feet in width by twenty (20) feet in depth. Driveways may extend into the side yard setback a maximum of three (3) feet.
5. Landscaping: Required landscaping shall include a minimum of one (1) three-inch (3") caliper shade tree in the front yard. Two (2) ornamental trees may be planted in lieu of a shade tree. Additionally, at least one (1) row of shrubs with a minimum height of twenty-four inches (24") shall be planted on three-foot (3') centers along the front elevation of the home (excluding the garage and front entry).
6. Fencing: The following are fence requirements.
  - a. Front: Fences extending across the front side yard from the home to the side property line shall be a six-foot (6') black wrought iron or tubular steel fence. Where the front yard fence intersects with the side yard fence, a decorative metal corner column shall be constructed. The height of the corner column shall be twelve (12) to eighteen (18) inches greater than the fence and the width of the corner column shall be ten (10) to twelve (12) inches.
  - b. Side: Fences constructed along side property lines between lots shall be board-on-board, stained, and weather-treated with a face cap and steel posts and be a minimum of six-foot (6') and a maximum of eight-foot (8') in height. However, a six-foot (6') length of black wrought iron or tubular steel fence shall be constructed to serve as a transition between a side yard wood fence and a wrought iron or tubular steel fence across the front of the side yard.
  - c. Rear: CCD or the builder shall construct a uniform fence along the rear property lines of the lots that back to the school site. Where lots back to streets, no fence shall be constructed parallel to the tubular steel fencing or wall along the rear of the lot. A minimum six-foot (6') tall board-on-board, stained, and weather-treated fence with a face cap and steel posts shall be constructed along the rear of lots that back to the east or north.
  - d. Fence Height Transitions: Where side yard fences intersect with front or rear yard fences, fences of different heights shall be transitioned so that the fences are the same height where the fences intersect.
7. Driveway, Front Walkway, and Front Porch Materials: All driveways, front walkways, and front porches must be constructed of complementary brick pavers, natural stone, interlocking pavers, stamped stained concrete, brushed concrete, exposed aggregate, or salt with stain finish and bordered with stone, brick, or stamped and stained concrete.

8. Patios: All front yard patios must be covered and included in the roofline of the home.
9. Screening of Air Conditioning Units and Pool Equipment: Air conditioning units and pool equipment shall be screened from the view of the street by a fence or landscaping. Setback requirements for air conditioning units and pool equipment shall not apply to the lots.
10. Design Repetition: ~~A dwelling may not be constructed with the same elevation and floor plan as another dwelling within 3 lots on each side of the street. A dwelling with the same floor plan as another dwelling, but a different elevation must be separated by a minimum of two lots. Homes with identical elevations must be separated by a minimum of one (1) platted lot. In addition, homes with identical elevations cannot be built directly across from one another unless separated by a park. HH~~Homes with the same color exterior may not be constructed adjacent to each other.

## 2. General Conditions

- A. Parks, Open Space, and Greenbelt Buffers: A minimum of two (2) acres of parks, open space, and greenbelt buffers and a minimum one (1) acre site for a future Town Hall shall be dedicated to the Town in the approximate locations depicted on the Concept Plan. The parks, open space, greenbelt buffers, and Town Hall site shall be dedicated to the Town at the time each respective area is platted. .
- B. Screening of Lots Backing to Streets: Where single-family lots back to a street, a minimum ten (10) foot wide greenbelt buffer dedicated to the Town shall be located between the lots and the adjacent right-of-way. Within the greenbelt buffer, trees and shrubs shall be planted to screen the back of the lots from the adjacent streets. No driveway access is allowed across a greenbelt buffer. A minimum six (6) foot wrought iron or tubular steel fence shall be constructed on the greenbelt buffer adjacent to the property line of the single family lots. Masonry columns and short sections of a masonry wall may be incorporated into the fence for visual enhancement. Where lots back to Eldorado Parkway, a minimum six (6) foot masonry wall, or wooden fence, and earthen berms may be constructed in lieu of the wrought iron or tubular steel fence. The wooden fence shall be placed on the property line of the lots which back to Eldorado and ownership/responsibility of the fence shall transfer to the owner of the lot. Where lots back to Eldorado CCD shall plant trees and shrubs in a manner which entirely blocks the fence from being viewed from Eldorado. The greenbelt buffer, the fence or wall, trees, and shrubs are illustrated on the Screening Plan in **Ordinance 244-04XX PD-XX2**.
- C. Landscaping of Parks, Open Space, and Trail: CCD will install trees and turf within the parks in accordance with the Planting Plan attached to **Ordinance 244-04XX PD-2X** and within the greenbelt buffers in accordance with Screening Plan attached to **Ordinance 244-04XX PD2X**. ~~CCD shall be responsible for the mowing and general maintenance of the parks and greenbelt buffers for one (1) year after dedication of the areas to the Town. Thereafter, the Town shall maintain the parks and greenbelt buffers to a standard consistent with a first class residential subdivision in the north Texas regional area unless CCD obtains~~

~~a maintenance license from the Town by a separate agreement. The landscaping requirements specified herein shall satisfy any and all tree preservation or mitigation requirements.~~

- D. Streets: Streets shall consist of a sixty (60) foot wide right-of-way with a twenty-two (22) foot paving section. Typical street sections are illustrated on the Street Plan attached to **Ordinance 214-04XX PD-2X**. Cul-de-sacs shall be designed with a radius of fifty (50) feet for right-of-way and a radius of forty (40) feet for paving. Right-of-way widths may be modified to accommodate the roundabout, divided entries, and other unique project features. CCD shall have no obligation to make improvements to Highridge Drive.
- E. Drainage: Storm drainage shall be primarily conveyed by earthen channels, open drainage courses and by the street itself but may also be enclosed in concrete pipes as necessary. Lay down / roll curbs may be used to convey stormwater but standard six-inch (6") curbs are prohibited. Open drainage courses carrying street runoff between lots may be an earthen channel provided that an easement is provided from top-of-bank to top-of-bank.
- F. Sidewalks: No sidewalks are required except that CCD shall construct six-foot (6') wide sidewalks in the locations depicted on Concept Plan and as required in Section X of this agreement.
- G. Alleys: CCD intends to avoid the use of alleys. However, if CCD and the Town determine alleys are necessary, alleys shall be twelve (12) feet wide within eighteen (18) feet right-of-way.
- H. Mailboxes: Cluster box units will be provided for mail delivery as required by the United States Postal Service. Cluster box units will be located within the centralized parks/open space areas or at a location otherwise designated by the Town.
- I. Signs:
1. Town Entry Sign: A Town entry sign shall be constructed at the northeast corner of the project entrance by CCD.
  2. Monument Signs: Monument signs may be constructed by CCD in the locations depicted on the Concept Plan.
  3. Sign Design: The design of the Town entry sign and the monument signs shall generally be in accordance with the Signage Plan attached to **Ordinance 214-04XX PD-2X** unless otherwise mutually agreed by the Town Council and CCD.
  4. Temporary Marketing Signs: Two (2) temporary marketing signs are permitted for the purposes of advertising home and lot sales. The display area of the signs shall be a maximum of sixty-four (64) square feet and the maximum height of the signs shall be eighteen (18) feet. Signs shall be located as generally depicted on the Concept Plan.







Exhibit E  
Traffic Signal Location



Exhibit F  
Entry Feature Plans

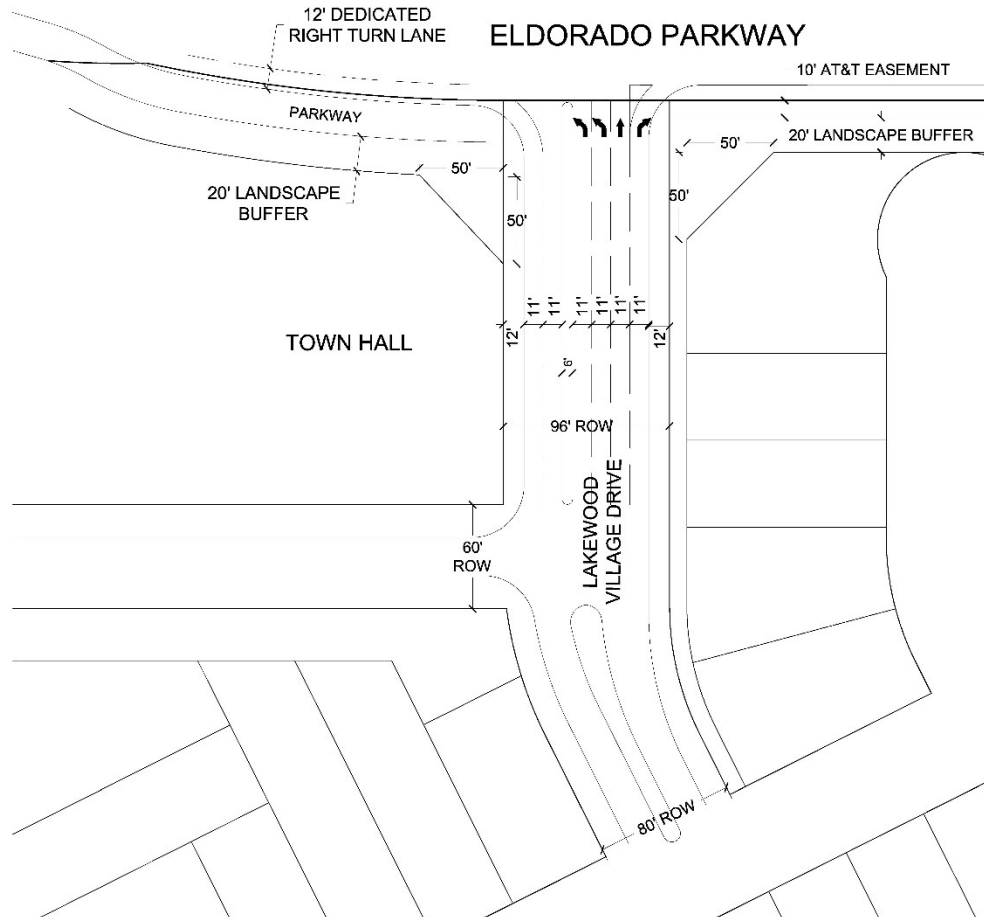


Exhibit F-2  
Entry Feature Plans – continued next page

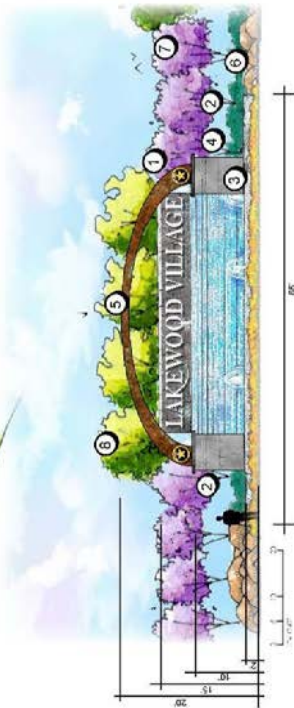




Exhibit G  
Water and Wastewater Lines





Exhibit H  
Melody Drive Connection

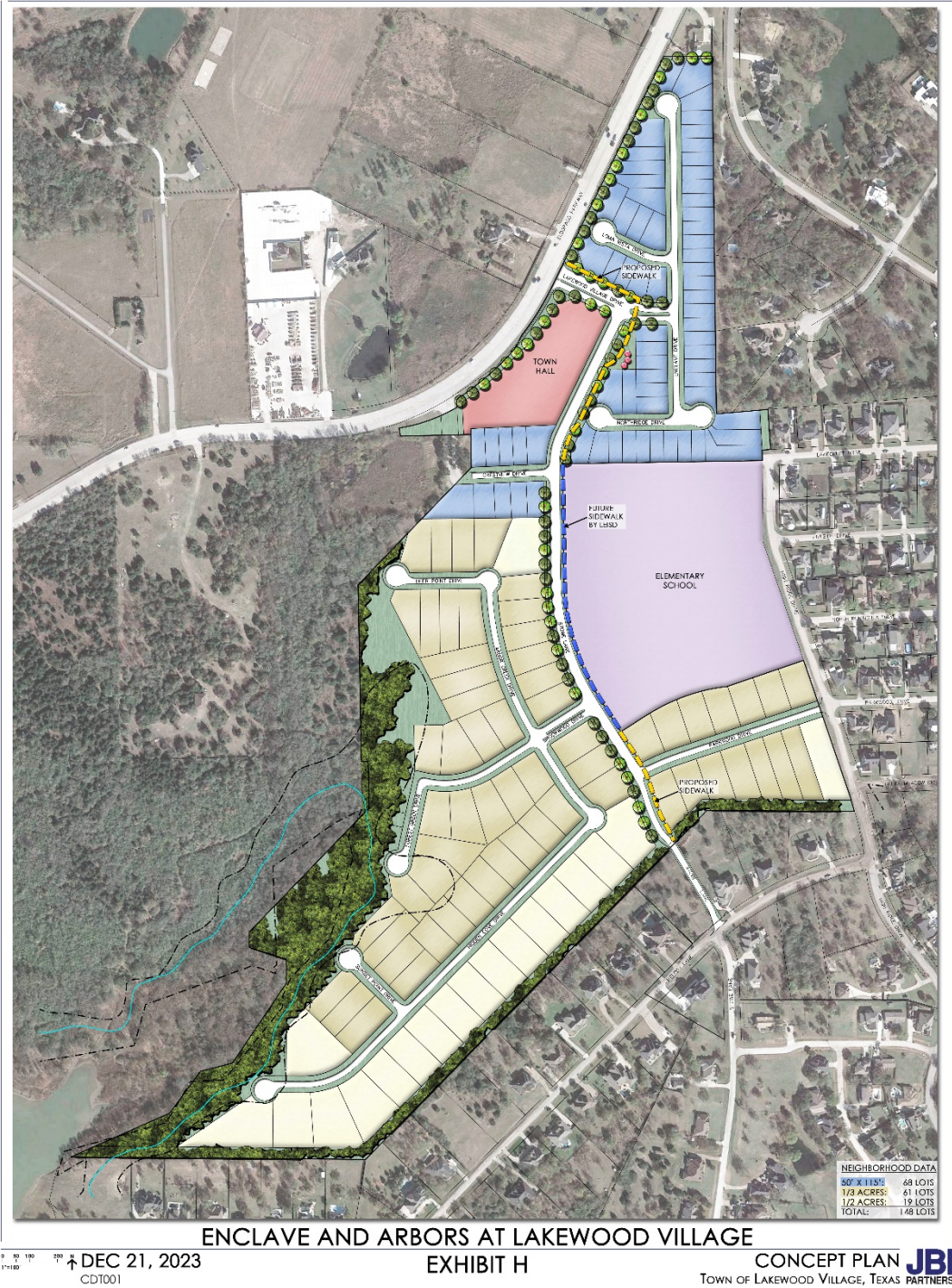




Exhibit I  
North Greenbelt and Sidewalk Extension



**TOWN OF LAKEWOOD VILLAGE, TEXAS**

**ORDINANCE NO. 24-XX**

**AN ORDINANCE AMENDING LAKEWOOD VILLAGE'S COMPREHENSIVE ZONING ORDINANCE NO. 19-02; REZONING A TRACT OF LAND CONSISTING OF APPROXIMATELY 79 ACRES, MORE OR LESS, SITUATED IN THE B.C. SHAHAN SURVEY, ABSTRACT NO. 1169, W. LOFTON SURVEY, ABSTRACT NO. 750, C.C. DICKSON SURVEY, ABSTRACT NO. 339, AND WM. H. PEA SURVEY, ABSTRACT NO. 1044 IN THE TOWN OF LAKEWOOD VILLAGE, DENTON COUNTY, TEXAS; REPEALING ORDINANCES 20-08 AND 21-04; ESTABLISHING A SINGLE FAMILY DEVELOPMENT (PD-3); DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

**WHEREAS**, the Town of Lakewood Village, Texas ("Lakewood Village") has received a request from Corson Cramer Development (CCD) to rezone approximately 79 acres of land, more or less, situated in the B.C. Shahan Survey, Abstract No. 1169, W. Lofton Survey, Abstract No. 750, C.C. Dickson Survey, Abstract No. 339, and Wm. H. Pea Survey, Abstract No. 1044, in Lakewood Village, Denton County, Texas; and

**WHEREAS**, the Town Council of Lakewood Village (the "Town Council") has investigated into and determined that the facts contained in the request are true and correct; and

**WHEREAS**, all legal notices required for rezoning have been given in the manner and form set forth by law, and public hearings have been held on the proposed rezoning and all other requirements of notice and completion of such zoning procedures have been fulfilled; and

**WHEREAS**, the Town Council has further investigated into and determined that it will be advantageous and beneficial to Lakewood Village and its inhabitants to repeal Ordinances 20-08 and 21-04 and amend Lakewood Village's Comprehensive Zoning Ordinance No. 19-02 and rezone this property as set forth below.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS:**

**SECTION 1: Findings Incorporated.**

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

**SECTION 2: Amendments to Lakewood Village's Comprehensive Zoning Ordinance No. 19-02 and Repealing Lakewood Village's Zoning Planned Development-01 Ordinance No. 20-08 and Lakewood Village's Zoning Planned Development-02 Ordinance No. 21-04.**

Lakewood Village Planned Development-~~31~~ Ordinance ~~203-0812~~ and ~~Planned Development-2 Ordinance 21-04~~ ~~are~~ ~~is~~ hereby repealed. Lakewood Village's Comprehensive Zoning Ordinance No. 19-02 is amended as follows: The zoning designation of the below- described property containing 79 acres, more or less, situated in the B.C. Shahan Survey, Abstract No. 1169, W. Lofton Survey, Abstract No. 750, C.C. Dickson Survey, Abstract No. 339, and Wm. H. Pea Survey, Abstract No. 1044, in Lakewood Village, Denton County, Texas, (the "Property") and all streets, roads and alleyways contiguous and/or adjacent thereto are hereby rezoned as Planned Development-Single Family Residential (PD-SF).

The Property as a whole is more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

The development plans, standards, uses and schedules for the Property in this Planned Development District shall conform to, and comply with 1) the planned development standards attached hereto as Exhibit "B", and 3) the conceptual plan attached hereto as Exhibit "C". Exhibits "B" and "C" are incorporated herein for all purposes. Except as amended by this Ordinance, the development of the Property within this Planned Development District must comply with the requirements of all ordinances, rules and regulations of Lakewood Village, as they currently exist or may be amended.

Three (3) original, official and identical copies of the zoning exhibit map are hereby adopted and shall be filed and maintained as follows:

a. Two (2) copies shall be filed with the Town Secretary and retained as the original records and shall not be changed in any manner.

b. One (1) copy shall be filed with the building inspector and shall be maintained up to date by posting thereon all changes and subsequent amendments for observation, issuing building permits, certificates of compliance and occupancy and enforcing the zoning ordinance. Reproduction for information purposes may from time-to-time be made of the official zoning district map.

### **SECTION 3: No Vested Interest/Repeal.**

No developer or property owner shall acquire any vested interest in this Ordinance, the Planned Development Zone or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed by the Town Council in the manner provided for by law.

### **SECTION 4: Unlawful Use of Premises.**

It shall be unlawful for any person, firm or corporation to make use of said premises in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm or corporation to construct on said premises any building that is not in conformity with the permissible uses under this Zoning Ordinance.

### **SECTION 5: Penalty Provision.**

Any person, firm, corporation or business entity violating this Ordinance or any provision of Lakewood Village's Comprehensive Zoning Ordinance No. 19-02, or as amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined a sum not exceeding Two Thousand Dollars (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Lakewood Village from filing suit to enjoin the violation. Lakewood Village retains all legal rights and remedies available to it pursuant to local, state and federal law.

**SECTION 6: Savings/Repealing Clause.** Lakewood Village's Comprehensive Zoning Ordinance No. 19-02 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 7: Severability.**

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Lakewood Village hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

**SECTION 8: Effective Date.**

This Ordinance shall become effective from and after its adoption and publication as required by law.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS on the ~~31<sup>st</sup>~~-11<sup>th</sup> day of ~~August~~-January 202~~3~~4.**

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Dr. Mark E. Vargus  
Mayor

ATTESTED:

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Linda Ruth, TRMC, CMC  
Town Administrator/Town Secretary





## EXHIBIT A

# Legal Description

### LEGAL DESCRIPTION ZONING (78.963 ACRES)

Being a parcel of land located in the Town of Lakewood Village, Denton County, Texas, and being a part of the Christopher C. Dickson Survey, Abstract Number 339, and being a part of the William Loftin Survey, Abstract Number 750, and being a part of the William H. Pea Survey, Abstract Number 1044, and being a part of the Benjamin C. Shahan Survey, Abstract Number 1169, and also being all of that called Tract 1-57.827 acres and all of that called Tract 2-19.977 and all of that called Tract 3-0.161 acre tract of lands described in deed to CCD-LWV, LLC. as recorded in Document Number 2023-64438, Official Public Records of Denton County, Texas, and being all of that called 0.1162 acre tract of land described in warranty deed to Denton County, Texas as recorded in Document Number 2006-66546, Official Public Records of Denton County, Texas, and abandoned by ordinance no. \_\_\_\_\_, and quitclaim deed to FIRST TEXAS HOMES. INC. as recorded in Document Number \_\_\_\_\_, and also being a part of that 60 wide right-of-way described in deed to the Town of Lakewood Village as recorded in Volume 960, Page 824, Official Public Records of Denton County, Texas, and abandoned by ordinance no. \_\_\_\_\_, and quitclaim deed to FIRST TEXAS HOMES. INC. as recorded in Document Number \_\_\_\_\_, and being further described as follows:

BEGINNING at a Corps of Engineers monument found at the southwest corner of said 57.827 acre tract, said point being the northwest corner of Lot 23, Block A, Shores of Lakewood Village, Section 5, Phase 3, an addition to the Town of Lakewood Village as recorded in Cabinet L, Page 273, Official Public Records of Denton County, Texas, said point also being in the east line of Garza Little Elm Reservoir (Lake Lewisville);

THENCE along the west line of said 57.827 acre tract and along the east line of said Garza Little Elm Reservoir (Lake Lewisville) as follows:

North 66 degrees 02 minutes 24 seconds East, 392.13 feet to a Corp of Engineer monument found for corner;

North 36 degrees 20 minutes 21 seconds East, 187.76 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

North 75 degrees 31 minutes 16 seconds East, 119.37 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

North 34 degrees 03 minutes 43 seconds East, 350.27 feet to a Corp of Engineer monument found for corner;

North 00 degrees 15 minutes 21 seconds West, 86.20 feet to a Corp of Engineer monument found for corner;

North 72 degrees 15 minutes 48 seconds West, 140.97 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner in the east line of that called 19.4500 acre tract of land described in deed to VILLAS AT LAKEWOOD LLC, as recorded in Volume 2021, Page 193056, Official Public Records of Denton County, Texas;

THENCE continuing along the west line of said 57.827 acre tract of land and along the east line of said 19.4500 acre tract of land as follows:

North 01 degrees 01 minutes 19 seconds West, 54.96 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

North 43 degrees 58 minutes 41 seconds East, 625.68 feet to a one-half inch iron rod with yellow cap stamped "JBI" found at the southeast corner of that called 0.104 acre tract of land described in deed to VILLAS AT LAKEWOOD, LLC;

THENCE along the east and north line of said 0.104 acre tract of land as follows:

North 01 degrees 01 minutes 19 seconds West, 169.35 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

South 88 degrees 58 minutes 41 seconds West, 25.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" found in the west line of said 57.827 acre tract of land, said point being in the east line of said 19.4500 acre tract of land;

THENCE continuing along the west line of said 57.827 acre tract of land and along the east line of said 19.4500 acre tract of land as follows:

North 01 degrees 01 minutes 19 seconds West, 640.49 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

North 43 degrees 58 minutes 41 seconds East, 590.32 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point being in the west line of said 19.977 acre tract;

THENCE along the west line of said 19.977 acre tract and along the east line of said 19.4500 acre tract as follows:

North 00 degrees 29 minutes 04 seconds West, 119.29 feet to a one-half inch iron rod found for corner;

South 88 degrees 50 minutes 03 seconds West, 45.80 feet to a one-half inch iron rod with cap stamped "RPLS 3047" found for corner, said point also being in the east right-of-way line of Lakecrest Drive, a dedicated right-of-way described as 0.1162 acres in deed to Denton County and recorded in said Document Number 2006-66546;

THENCE South 88 degrees 43 minutes 30 seconds West, 60.17 feet to a one-half inch iron rod found at the southwest corner of said right-of-way deed described in Document Number 2006-66546, said point also being the southeast corner of said 0.161 acre tract;

THENCE South 88 degrees 35 minutes 35 seconds West, 150.01 feet to a one-half inch iron rod with cap stamped "RPLS 3047" found at the southwest corner of said 0.161 acre tract;



THENCE North 08 degrees 55 minutes 00 seconds West, 29.39 feet to a one-half inch iron rod with cap stamped "RPLS 3047" found at the northwest corner of said 0.161 acre tract, said point also being in south right-of-way line of W. Eldorado Parkway (a variable width right-of-way);

THENCE Northeasterly, 157.75 feet along a curve to the left having a central angle of 14 degrees 41 minutes 56 seconds, a radius of 614.90 feet, a tangent of 79.31 feet, and whose chord bears North 73 degrees 25 minutes 24 seconds East, 157.32 feet to a one-half inch iron rod with cap stamped "RPLS 3047" found at the northeast corner of said 0.161 acre tract, said point also being at the intersection of the south right-of-way line of W. Eldorado Parkway with the west right-of-way line of Lakecrest Drive dedicated by said description recorded in Document Number 2006-66546;

THENCE Northeasterly, 65.78 feet along a curve to the left having a central angle of 06 degrees 24 minutes 09 seconds, a radius of 588.67 feet, a tangent of 32.92 feet, and whose chord bears North 62 degrees 37 minutes 59 seconds East, 65.75 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point being the northeast corner of said right-of-way dedication described and recorded in Document Number 2006-66546, said point being in the west line of said 19.977 acre tract, said point also being in the southeast right-of-way line of W. Eldorado Parkway;

THENCE continuing along the west line of said 19.977 acre tract and the southeast right-of-way line of W. Eldorado Parkway as follows:

North 03 degrees 11 minutes 05 seconds West, 23.16 feet along the west line of said 19.977 acre tract and along the southeast right-of-way line of W. Eldorado Parkway to a one-half inch iron rod with cap stamped "RPLS 3047" found for corner;

Northeasterly, 10.41 feet along a curve to the right having a central angle of 59 degrees 40 minutes 14 seconds, a radius of 10.00 feet, a tangent of 5.74 feet, and whose chord bears North 26 degrees 49 minutes 03 seconds East, 9.95 feet to a one-half inch iron rod with cap stamped "RPLS 3047" found for corner;

Northeasterly, 272.83 feet along a curve to the left having a central angle of 15 degrees 31 minutes 46 seconds, a radius of 1,006.60 feet, a tangent of 137.26 feet, and whose chord bears North 48 degrees 56 minutes 05 seconds East, 272.00 feet to a one-half inch iron rod with cap stamped "RPLS 3047" found for corner;

Northeasterly, 56.48 feet along a curve to the left having a central angle of 05 degrees 29 minutes 04 seconds, a radius of 590.00 feet, a tangent of 28.26 feet, and whose chord bears North 27 degrees 19 minutes 12 seconds East, 56.45 feet to a one-half inch iron rod with cap stamped "RPLS 3047" found for corner;

Northeasterly, 207.30 feet along a curve to the left having a central angle of 11 degrees 56 minutes 18 seconds, a radius of 994.93 feet, a tangent of 104.03 feet, and whose chord bears

North 31 degrees 51 minutes 40 seconds East, 206.93 feet to a one-half inch iron rod with cap stamped "RPLS 3047" found for corner;

North 25 degrees 55 minutes 10 seconds East, 927.87 feet to a one-half inch iron rod with cap stamped "RPLS 3047" found at the northwest corner of said 19.977 acre tract, said point being in the south line of that tract of land described in deed to Town of Little Elm as recorded in Document Number 1995-0078024, Official Public Records of Denton County, Texas, said point also being in the east right-of-way line of W. Eldorado Parkway (a variable width right-of-way);

THENCE North 89 degrees 17 minutes 47 seconds East, 175.42 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point being the northeast corner of said 19.977 acre tract, said point being the southeast corner of said Town of Little Elm tract, said point also being in the west line of Block 1, Sunrise Bay at Lake Lewisville, an addition to the Denton County, as recorded in Cabinet L, Page 224, Official Public Records of Denton County, Texas;

THENCE along the east line of said 19.977 acre tract as follows:

South 00 degrees 42 minutes 14 seconds East, 1,296.43 feet to a three-eighths inch iron rod found for corner, said point being the southwest corner of said Block 1;

North 85 degrees 09 minutes 48 seconds East, 187.00 feet along the south line of Block 1 to a five-eighths inch iron rod with cap stamped "DCA INC" found for corner, said point also being the northwest corner of Lot 1, Block H, Lakewood Village, Second Section, an addition to Denton County, Texas as recorded in Cabinet J, Page 79, Official Public Records of Denton County, Texas;

South 03 degrees 47 minutes 29 seconds East, 145.41 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point being the southeast corner of said 19.977 acre tract, said point being the southwest corner of said Lot 1, said point also being in the north right-of-way line of Lakecrest Drive (a 60 foot wide right-of-way) dedicated by said Lakewood Village, Second Section plat;

THENCE South 86 degrees 46 minutes 49 seconds West, 30.54 feet along the south line of said 19.977 acre tract and along the north right-of-way line of Lakecrest Drive to a one-half inch iron rod with yellow cap stamped "JBI" set for corner in the west line of said Lakewood Village, Second Section Addition, said point also being the northeast corner of a 60 foot wide right-of-way deed to the Town of Lakewood Village as recorded in Volume 960, Page 824, Official Public Records of Denton County, Texas;

THENCE South 00 degrees 31 minutes 42 seconds East, 38.21 feet along the east line of said 60 foot wide right-of-way dedication to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;



THENCE South 89 degrees 04 minutes 10 seconds West, 722.60 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point being in the south line of said 19.977 acre tract, said point also being the northwest corner of that called 14.950 acre tract of land described in deed to Board of Trustees of The Little Elm Independent School District as recorded in Document Number 2021-12421, Official Public Records of Denton County, Texas;

THENCE South 00 degrees 33 minutes 48 seconds East, 419.53 feet along the west line of said 14.950 acre tract to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point also being in the east line of said 57.827 acre tract;

THENCE along the common lines of said 57.827 acre tract and said 14.950 acre tract as follows:

Southeasterly, 452.13 feet along a curve to the left having a central angle of 31 degrees 58 minutes 54 seconds, a radius of 810.00 feet, a tangent of 232.12 feet, and whose chord bears South 16 degrees 33 minutes 15 seconds East, 446.28 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

South 32 degrees 32 minutes 42 seconds East, 147.26 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

North 57 degrees 09 minutes 47 seconds East, 112.36 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

Northeasterly, 390.08 feet along a curve to the right having a central angle of 33 degrees 06 minutes 39 seconds, a radius of 675.00 feet, a tangent of 200.66 feet, and whose chord bears North 73 degrees 43 minutes 07 seconds East, 384.67 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

North 88 degrees 50 minutes 10 seconds East, 227.07 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point being in the east line of said 57.827 acre tract, said point also being the southeast corner of said 14.950 acre tract, said point also being in the west right-of-way line of High Ridge Drive (a 60 foot wide right-of-way);

THENCE along the east line of said 57.827 acre tract and along the west right-of-way line of High Ridge Drive as follows:

South 18 degrees 50 minutes 58 seconds East, 442.35 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

Southeasterly, 44.64 feet along a curve to the right having a central angle of 02 degrees 35 minutes 52 seconds, a radius of 984.48 feet, a tangent of 22.32 feet, and whose chord bears South 16 degrees 05 minutes 57 seconds East, 44.63 feet to a one-half inch iron rod found for corner, said point being the southeast corner of said 57.827 acre tract, said point also being the northeast corner of Lot 1, Block A, Shores of Lakewood Village, Section 5, an addition to the Town of Lakewood Village as recorded in Cabinet K, Page 201, Official Public Records of Denton County, Texas;

THENCE North 89 degrees 41 minutes 51 seconds West, 534.51 feet along the south line of said 57.827 acre tract to a one-half inch iron rod found for corner, said point being in the north line of Lot 3, Block A, of said Shores of Lakewood Village, Section 5 addition;

THENCE South 44 degrees 22 minutes 03 seconds West, 1,768.97 feet along the south line of said 57.827 acre tract to a one-half inch iron rod found for corner, said point being the northeast corner of Lot 16, Block A, of said Shores of Lakewood Village, Section 5, Phase 3 Addition;

THENCE North 89 degrees 31 minutes 09 seconds West, 1,066.99 feet along the south line of said 57.827 acre tract and along the north line of said Shores of Lakewood Village, Section 5, Phase 3 Addition to the POINT OF BEGINNIG and containing 3,439,623 square feet or 78.963 acres of land.

**BASIS OF BEARING:** The basis of bearing is based on the coordinate system (North Central Zone 4202 state plane coordinates, NAD83), distances shown hereon are grid distance values.

\*This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

*Mark W. Harp*

Mark W. Harp, R.P.L.S. No. 6425  
August 17, 2023



## EXHIBIT B

# Development Standards

## 1. Permitted Uses

A. Allowed Uses: Land uses allowed within this PD district are as follows:

Garage Apartment  
Guest House  
Single Family Residence  
Accessory Structure - C  
Child-Care: Home - C  
Home Occupation – C  
Homebuilder Marketing Center – C  
Municipal Uses Operated by the Town  
Public School  
Parks or Open Space  
Electrical Sub Station - S  
Telephone Exchange – S  
Temporary buildings of the builders and uses incidental to construction work on the premises, which shall be removed upon completion of such work.

\*C – specifies a conditional use which is permitted if the conditional development standards contained in the Zoning Ordinance are met.

\*S - indicates Specific Use Permit is required

## 2. Development Standards - Single-Family Residential

A. Area and building requirements: This Planned Development Ordinance permits three different single-family residential lot types: Type A, Type B, and Type C. The development standards for each lot type are outlined in the following Table 1.

**Table 1**

Development Standards	Type A	Type B	Type C
<b>Setbacks</b>			
Minimum Front Yard	25 ft	20 ft	10 ft
Minimum Front Yard for porches and swing-in garages	20 ft	20 ft	5 ft
Minimum Side Yard – Dwelling or Accessory Structure	15 ft	10 ft	5 ft
Minimum Rear Yard – Dwelling or Accessory Structure	5 ft	5 ft	5 ft
Minimum Side Yard – Pool and/or Spa	10 ft	10 ft	5 ft
Minimum Rear Yard – Pool and/or Spa	10 ft	10 ft	5 ft
Minimum Side Yard (adjacent to a street)	15 ft	15 ft	10 ft

Lot Dimensions			
Minimum Area	½ acre	1/3 acre	5,000 ft <sup>2</sup>
Minimum Width	90 ft	70 ft	50 ft
Minimum Depth	None	None	None

Dwellings			
Minimum Dwelling Area – Single Story	2,400 ft <sup>2</sup>	1,800 ft <sup>2</sup>	1,400 ft <sup>2</sup>
Minimum Ground Floor Dwelling Area – Two Story	2,400 ft <sup>2</sup>	1,800 ft <sup>2</sup>	1,200 ft <sup>2</sup>
Maximum Height / Stories	2.5	2.5	2.5
Maximum Front Yard Coverage / Impervious Surface	50%	50%	50%
Minimum Elevation (above mean sea level)	540 ft		

- B. Lot Width: The width of any lot shall not be less than as shown in Table 1 as measured at the front building line of the lot, except that lot width for lots at the terminus of a cul-de-sac or along street elbows/eyebrows may be less; provided all other requirements of the section are fulfilled.
- C. Front Yard: The minimum front yard shall be as shown in Table 1. Covered drives and porte-cocheres that are architecturally designed as an integral element of the main structure and are constructed with the same materials as the main structure, may extend an additional five (5) feet into the front yard from the minimum front yard setback. Required front yards must be open and unobstructed except for light posts and flag poles that are twenty (20) feet or less in height. Ordinary projections of windowsills, belt courses, cornices, and other architectural features may project up to twelve (12) inches into the required front yard. A fireplace chimney may project up to two (2) feet into the required front yard if its area of projection does not exceed twelve (12) square feet. Cantilevered roof eaves and balconies may project up to five (5) feet into the required front yard.
- D. Required Parking: A minimum of four (4) off-street concrete parking spaces shall be provided for each residential unit. As part of the parking requirement, at least two (2) of the off-street parking spaces shall be in an enclosed garage. Parking spaces shall be at least ten (10) feet in length, which shall not include any sidewalk.
- E. Floodplain: Any floodplain included within the limits of a single-family lot shall be designated as a no-build easement on the final plat.
- F. Architectural Standards: The following architectural standards shall apply to all single-family homes on **Type A and Type B** lots within this Planned Development District:
1. Exterior Façade Building Materials: Front elevations (including the street facing side elevation of corner lots) shall be one hundred (100) percent masonry; all other elevations shall be at least eight (80) percent masonry. Masonry shall be defined as brick, natural stone, cut stone, cast stone, hard coat or three-coat stucco (not synthetic). Glass, cement siding, or similar materials may be used for window box-outs, bay windows, roof dormers, or similar architectural features. Rough sawn wood timbers or similar materials may be used for architectural features such as columns and headers above windows and garage doors.

2. Minimum Roof Pitch: The minimum roof pitch shall be 6:12 for all structures. Exposed gutters shall be compatible with the surface to which they are attached.
3. Roof Material: Roof materials shall be composition 30-year architectural shingles, standing seam metal or copper, natural or imitation slate shingles, or natural or imitation clay shingles. Wooden shingles are prohibited.
4. Garages: For each home, at least two garage door bays must face the side property line (i.e. a J-swing garage); any additional garage doors bays may face the street. The minimum garage size is twenty (20) feet in width by twenty (20) feet in depth. Driveways may extend into the side yard setback a maximum of seven (7) feet.
5. Landscaping: Required landscaping shall include a minimum of two (2) four-inch (4") caliper shade trees in the front yard and one (1) three-inch (3") caliper shade tree in the rear yard. Additionally, at least one (1) row of shrubs with a minimum height of twenty-four inches (24") shall be planted on three-foot (3') centers along the front elevation of the home (excluding the garage and front entry). The rear yard trees shall be placed in locations that will allow installation of a swimming pool without removal of the tree(s). The front yard trees shall be offset and be either three (3) feet closer to house or street than trees in front yard of each adjacent lot, so that trees are not in a straight line down an entire block. All lots must have automatic sprinklers.
6. Fencing: Fencing must conform to Ordinance 20-02 or its successor ordinances relating to fencing.
  - a. Retaining Walls: Retaining walls must be constructed of stone.
7. Driveway, Front Walkway, and Front Porch Materials: All driveways, front walkways, and front porches must be constructed of complementary brick pavers, natural stone, interlocking pavers, stamped concrete, exposed aggregate, brushed concrete, or salt with stain finish and bordered with stone, brick, or concrete. The cumulative area of any driveway plus any impermeable surface area located between the front property line and any front building wall shall not exceed fifty (50) percent coverage or twenty-five (25) percent coverage for corner lots.
8. Patios: All front yard patios must be covered and included in the roofline of the home.
9. Chimneys: All chimneys must have decorative metal caps.
10. Screening of Air Conditioning Units and Pool Equipment: Air conditioning units and pool equipment shall be screened from the view of the street by a fence or landscaping.
11. Design Repetition: A dwelling may not be constructed with the same elevation and floor plan as another dwelling within 3 lots on each side of the street. A dwelling with the same floor plan as another dwelling, but a different elevation must be separated by a minimum of two lots. Homes with the same color exterior may not be constructed adjacent to each other



12. Minimum Front Yard Setback Reduction and Average Setback:

- a. The minimum front yard setback requirements may be reduced by a maximum of five (5) feet for all single family lots provided that at least fifty (50) percent of the structures on a given block are set back an additional five (5) feet from the original setback.
- b. The average setback along the block shall equal the original setback requirement.
- c. The purpose of this average setback is to encourage a variety of front yard setbacks along a street.
- d. In no case shall the average front yard setback be less than the minimum established in Table 1: Setbacks.

G. Architectural Standards: The following architectural standards shall apply to all single-family homes on **Type C** lots within this Planned Development District:

1. Exterior Façade Building Materials: Exterior construction materials shall consist only of brick, natural stone, cut stone, cast stone, stucco, cementitious fiber board, or any combination thereof. Glass, cement siding, or similar materials may be used for window box-outs, bay windows, roof dormers, or similar architectural features. Rough sawn wood timbers or similar materials may be used for architectural features such as columns and headers above windows and garage doors.
2. Minimum Roof Pitch: The minimum roof pitch shall be 6:12 for single-story structures and 4:12 for two-story structures. Porches, dormers, and other architectural features shall have a minimum roof pitch of 2:12.
3. Roof Material: Roof materials shall be composition 30-year architectural shingles, standing seam metal or copper, natural or imitation slate shingles, or natural or imitation clay shingles. Wooden shingles are prohibited.
4. Garages: Garages may face the street. The minimum garage size is eighteen (18) feet in width by twenty (20) feet in depth. Driveways may extend into the side yard setback a maximum of three (3) feet.
5. Landscaping: Required landscaping shall include a minimum of one (1) three-inch (3") caliper shade tree in the front yard. Two (2) ornamental trees may be planted in lieu of a shade tree. Additionally, at least one (1) row of shrubs with a minimum height of twenty-four inches (24") shall be planted on three-foot (3') centers along the front elevation of the home (excluding the garage and front entry).
6. Fencing: Fencing must conform to Ordinance 20-02 or its successor ordinances relating to fencing.
  - a. Retaining Walls: Retaining walls must be constructed of stone.
7. Driveway, Front Walkway, and Front Porch Materials: All driveways, front walkways, and front porches must be constructed of complementary brick pavers, natural stone, interlocking pavers, stamped stained concrete, exposed aggregate, brushed concrete, or



salt with stain finish and bordered with stone, brick, or stamped and stained concrete.

8. Patios: All front yard patios must be covered and included in the roofline of the home.
9. Screening of Air Conditioning Units and Pool Equipment: Air conditioning units and pool equipment shall be screened from the view of the street by a fence or landscaping. Setback requirements for air conditioning units and pool equipment shall not apply to Type C lots.
10. Design Repetition: A dwelling may not be constructed with the same elevation and floor plan as another dwelling within 3 lots on each side of the street. A dwelling with the same floor plan as another dwelling, but a different elevation must be separated by a minimum of two lots

### 3. General Conditions

- A. Parks, Open Space, and Greenbelt Buffers: A minimum of eleven (11) acres of parks, open space, and greenbelt buffers and an additional approximately three acres to the Town for use as a town hall and park, shall be dedicated to the Town in the approximate locations depicted on the Concept Plan. The parks, open space, greenbelt buffers, and Town Hall site shall be dedicated to the Town at the time each respective area is platted. These collective dedications shall satisfy all obligations for park dedication and park fees for this Planned Development district.
- B. Screening of Lots Backing to Streets: Where single-family lots back to a street, a minimum ten (10) foot wide greenbelt buffer dedicated to the Town shall be located between the lots and the adjacent right-of-way. Within the greenbelt buffer, trees and shrubs shall be planted to screen the back of the lots from the adjacent streets. No driveway access is allowed across a greenbelt buffer. A minimum six (6) foot wrought iron or tubular steel fence shall be constructed on the greenbelt buffer adjacent to the property line of the single-family lots. Masonry columns and short sections of a masonry wall may be incorporated into the fence for visual enhancement. Where Type C lots back to Eldorado Parkway, a minimum six (6) foot masonry wall, or wooden fence, and earthen berms may be constructed in lieu of the wrought iron or tubular steel fence. The wooden fence shall be placed on the property line of the lots which are adjacent to Eldorado and ownership/responsibility of the fence shall transfer to the owner of the lot. Where lots back to Eldorado CCD shall plant trees and shrubs in a manner which entirely blocks the fence from being viewed from Eldorado. The greenbelt buffer, the fence or wall, trees, and shrubs are illustrated on the Screening Plan attached hereto as Exhibit D
- ~~C.~~ Landscaping of Parks, Open Space, and Trail: An effort will be made to preserve existing trees within the forty (40) foot wide greenbelt and natural open space areas identified on the Concept Plan. In addition, the developer will install trees and turf within the parks in accordance with the Planting Plan attached hereto as Exhibit E and within the greenbelt buffers in accordance with Screening Plan attached hereto as Exhibit D

D.C.

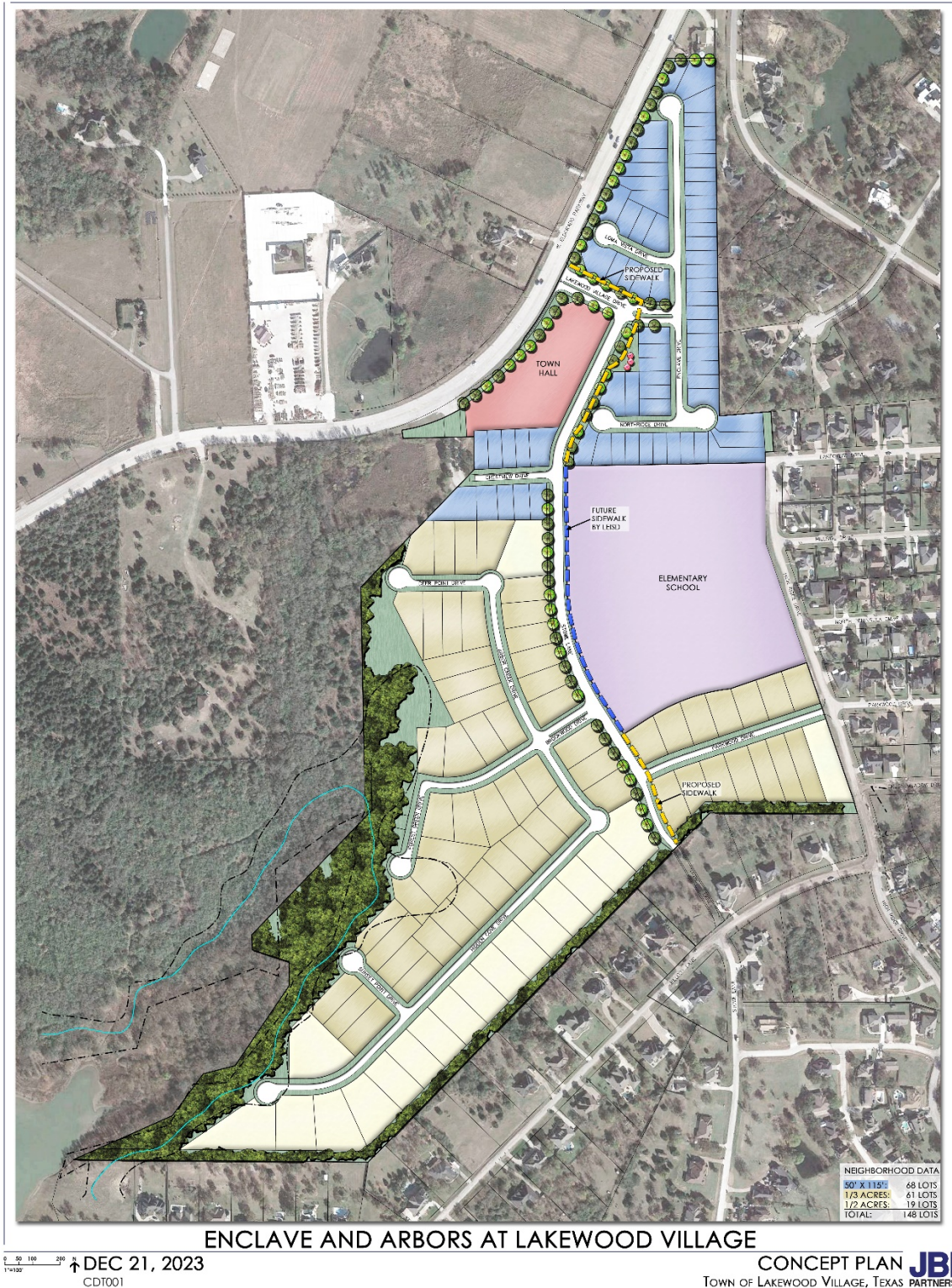
E.D. **Sidewalks:** No sidewalks are required except that the developer shall construct six-foot (6') wide sidewalks in the locations depicted on Concept Plan.

F.E. **Mailboxes:** Cluster box units will be provided for mail delivery as required by the United States Postal Service. Cluster box units will be located within the centralized parks/open space areas or at a location otherwise designated by the Town.

G.F. **Applicable Regulations:** Development approvals including but not limited to, the Town's approval of: (i) preliminary and final plats that are generally in accordance with the Concept Plan, and (ii) construction plans for the Properties that meet or exceed the applicable requirements of Town regulations, as they exist on the date of the adoption of these regulations, including Subdivision Ordinance No. 14-13, Zoning Ordinance No. 19-02 as amended, , Public Works Construction Standards Ordinance No. 14-11, and Lighting Ordinance No. 19-03 (collectively the "**Applicable Regulations**"), shall be granted without regard to any subsequent amendments to the Applicable Regulations for a period of six (6) years from the adoption of these regulations.

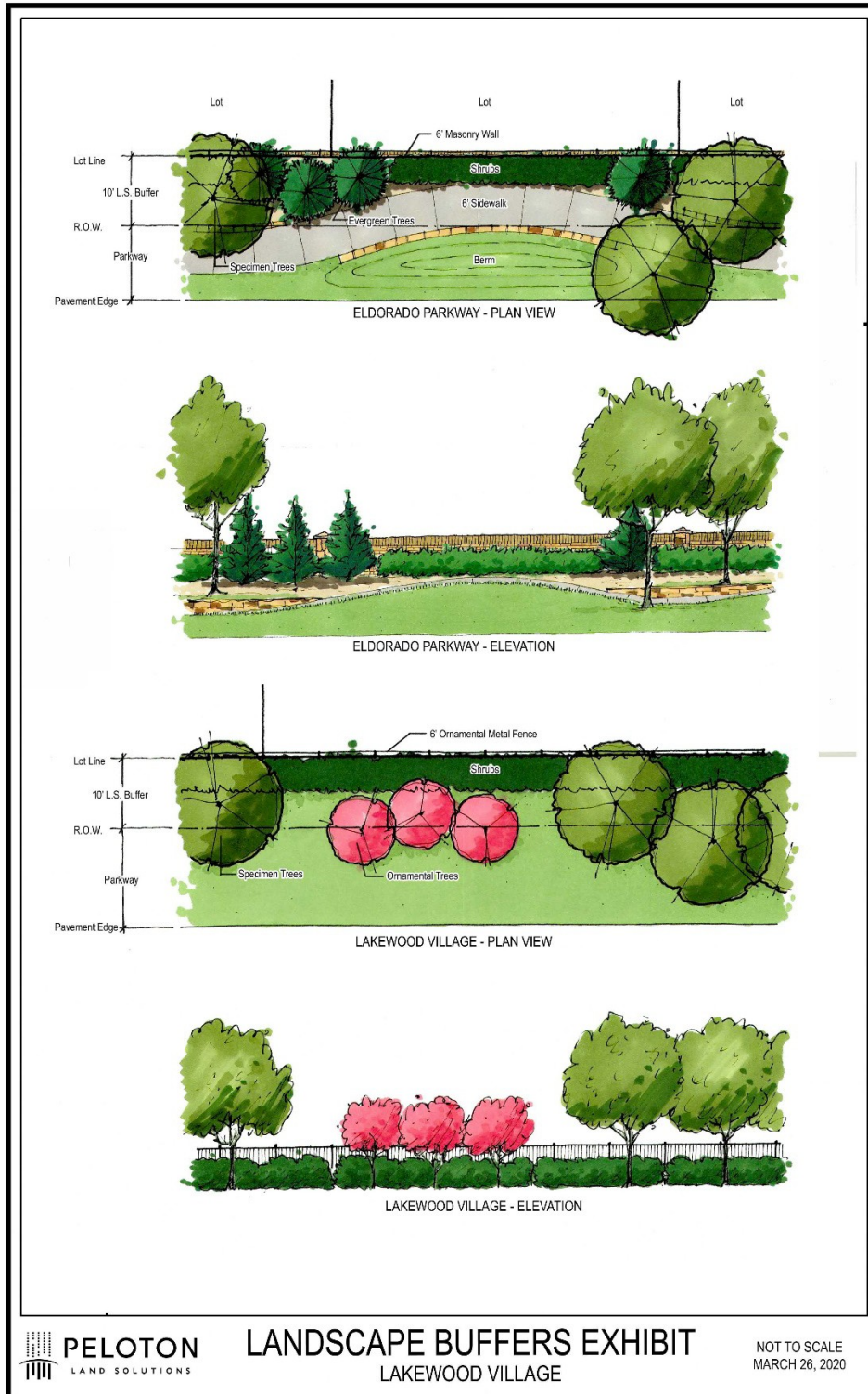
# EXHIBIT C

## Conceptual Plan





## EXHIBIT D Screening Plan



# EXHIBIT E

## Park Plan(s)



**LAKEWOOD VILLAGE TOWN COUNCIL**

**COUNCIL MEETING**

**NOVEMBER 9, 2023**

**Council Members:**

Dr. Mark Vargus, Mayor  
Darrell West – Mayor Pro-Tem  
Clint Bushong  
Serena Lepley  
Matt Bissonnette  
Eric Farage

**Town Staff:**

Linda Ruth, TRMC, CMC – Town Administrator/Town Secretary

**REGULAR SESSION - 7:00 P.M.**

With a quorum of the Council Members present, Mayor Vargus called the Regular Meeting of the Town Council to order at 7:00 p.m. on Thursday, November 9, 2023, in the Council Chambers of the Lakewood Village Town Hall, 100 Highridge Drive, Lakewood Village, Texas.

**PLEDGE TO THE FLAG:**

**(Agenda Item A)**

Mayor Vargus led the Pledge of Allegiance.

**VISITOR/CITIZENS FORUM:**

**(Agenda Item B)**

No one requested to speak.

**PUBLIC HEARING:**

**(Agenda Item C)**

A public hearing was held on the critical water emergency to provide an opportunity for citizen comment.

No one requested to speak.

**MOTION:** Upon a motion made by Councilman Eric Farage and seconded by Mayor Pro-Tem West the council voted five (5) “ayes”, no (0) “nays” to close the public hearing at 7:01 p.m. *The motion carried.*



**LAKEWOOD VILLAGE TOWN COUNCIL  
REGULAR SESSION  
NOVEMBER 9, 2023**

**Page 2**

**CONSENT AGENDA:**

**(Agenda Item D)**

Mayor Vargus requested item D.2 be removed from the consent agenda and be considered separately.

1. Minutes of October 12, 2023 Council Meeting (Ruth)
2. Final Plat and Construction Plans for Northshore (Ruth)
3. Submission of Qualified Person for TX Health Benefits Pool Region 8 Trustee (Ruth)

**MOTION:** Upon a motion made by Councilman Bissonnette and seconded by Councilman Farage the council voted five (5) “ayes”, no (0) “nays” to approve consent agenda items D.1 and D.3 as presented. *The motion carried.*

There was some discussion about logistics for the construction of the water lines for the Northshore development. Northshore will need approximately 500,000 gallons of water over two months for earthwork construction. Earthwork is expected to start immediately.

**MOTION:** Upon a motion made by Councilman Bissonnette and seconded by Councilman Farage the council voted five (5) “ayes”, no (0) “nays” to approve the Northshore development final plat as presented. *The motion carried.*

**MOTION:** Upon a motion made by Mayor Pro-Tem West and seconded by Councilwoman Lepley the council voted five (5) “ayes”, no (0) “nays” to approve the Northshore development construction drawings as presented. *The motion carried.*

**MOTION:** Upon a motion made by Councilman Bissonnette and seconded by Councilman Farage the council voted five (5) “ayes”, no (0) “nays” to approve the Northshore development lift station plans as presented. *The motion carried.*

**REGULAR AGENDA:**

**(Agenda Item E.**

**Consideration of Variance for 404 Green  
Meadow – Fence (Ruth)**

**(Agenda Item E.1)**

There was some discussion about an eight-foot fence being required around the wastewater plant. The owners at 404 Green Meadow will build the fence but need a variance to allow a solid fence to be constructed. No other variances requested will be considered at this time.

**MOTION:** Upon a motion made by Mayor Pro-Tem West and seconded by Councilwoman Lepley the council voted five (5) “ayes”, no (0) “nays” to approve the variance to

**LAKEWOOD VILLAGE TOWN COUNCIL  
REGULAR SESSION  
NOVEMBER 9, 2023**

**Page 3**

allow a solid eight-foot fence to be constructed along the north property line of 404 Green Meadow. *The motion carried.*

**Consideration of Agreement with Corson &  
Cramer - Stop Light and Batch Plant  
(Vargus)**

**(Agenda Item E.2)**

Mayor Vargus reported that this item will be considered at a future meeting. There was some discussion about a temporary road and discussion about school traffic. Corson & Cramer will expedite the new entry road and stop light construction.

**Consideration of Subdivision Ordinance  
(Vargus)**

**(Agenda Item E.3)**

Mayor Vargus reported this will be considered at a future meeting.

**Consideration of Franchise Ordinance Atmos  
Energy (Ruth)**

**(Agenda Item E.4)**

Mayor Vargus reported this will be considered at a future meeting.

**Consideration of Atmos Rate Review  
Mechanism Resolution (Ruth)**

**(Agenda Item E.5)**

Mayor Vargus reported this will be considered at a future meeting.

**Consideration of Repealing the Critical  
Water Emergency Ordinance (Vargus)**

**(Agenda Item E.6)**

Mayor Vargus reported this ordinance will have to stay in place until the emergency approval for use of the new well is received from the Texas Commission on Environmental Quality.

**LAKEWOOD VILLAGE TOWN COUNCIL  
REGULAR SESSION  
NOVEMBER 9, 2023**

**Page 4**

**Discussion of Capital Improvement Projects  
(Vargus)**

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**(Agenda Item E.7)**

Mayor Vargus reported that the only change is that the town hall playground will likely need to be disassembled to allow for construction of the new groundwater storage tank.

**EXECUTIVE SESSION:**

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**(Agenda Item F)**

At 7:26 p.m. Mayor Vargus recessed into executive session in accordance with

1. § 551.087 Texas Government Code to wit: Economic Development Negotiations regarding First Texas Homes, Taylor Morrison-South Oak, Northshore, The Villas; and
2. § 551.071, Texas Government Code to wit: Consultation with the Town Attorney regarding pending or contemplated litigation, re: Town of Lakewood Village V. Hydro Resources Mid-Continent, Inc
3. § 551.071(2), Texas Government Code to wit: consultation with Town Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter to receive legal advice re: Development agreements, development, zoning standards, and eminent domain; and
4. § 551.072 Texas Government Code to wit: deliberations about real property regarding First Texas Homes, Taylor Morrison-South Oak, Northshore; The Villas.

**RECONVENE:**

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**(Agenda Item G)**

Mayor Vargus reconvened the regular session at 7:45 p.m. No action was taken.

**ADJOURNMENT**

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**(Agenda Item H)**

**MOTION:** Upon a motion made by Councilwoman Lepley and seconded by Mayor Pro-Tem West council voted five (5) “ayes” and no (0) “nays” to adjourn the Regular Meeting of the Lakewood Village Town Council at 7:45 p.m. on Thursday, November 9, 2023. The motion carried.

**LAKEWOOD VILLAGE TOWN COUNCIL  
REGULAR SESSION  
NOVEMBER 9, 2023**

**Page 5**

These minutes were approved by the Lakewood Village Town Council on the 11th day of January 2024.

APPROVED:

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Darrell West  
Mayor Pro-Tem

ATTEST:

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Linda Ruth, TRMC, CMC  
Town Administrator/Town Secretary



## **PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (this “Agreement”), effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024, (the “Effective Date”), is made and entered into by and between the **Town of Lakewood Village, Texas**, a general law municipality organized and operating pursuant to the laws of the State of Texas (the “Town”), and **Skorburg Retail Corporation.**, a Texas Corporation, a Texas Corporation, the developer of certain tracts of land located in the Town (the “Company”).

**WHEREAS**, the Company owns, has or seeks development rights to approximately 19.94 acres of land situated in the Town and its extraterritorial jurisdiction that the Company desires to develop, which land is described on Exhibit “A” attached hereto (the “Property”); and

**WHEREAS**, the Town and Company have agreed upon the Scope of Work attached hereto as Exhibit “B” (the “Scope of Work”); and

**WHEREAS**, the Company agrees to pay for Professional Services (herein so called) provided by the consultants listed on Exhibit “C” and by additional consultants approved in writing by the Company (collectively, the “Consultants”) so long as such Professional Services are performed in accordance with the Scope of Work and otherwise pursuant to the terms of this Agreement; and

**WHEREAS**, it is stipulated and agreed by the Parties that the terms of Local Government Code Subchapter Z, Sections 212.901 and 212.904 have been satisfied; and

**WHEREAS**, the Town Council of the Town, by and through this Agreement, shall maintain sufficient controls to ensure that the public purpose and best interests of the Town are carried out.

**NOW THEREFORE**, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration (including the payment of the Company to the Town of \$10.00 cash), the receipt and sufficiency of which are hereby acknowledged, the Town and the Company (collectively “Parties” and each individually (“Party”) agree as follows:

1. Recitals. That the representations, covenants, and recitations set forth in the foregoing are material to this Agreement and are incorporated into and made a part of this Agreement.

2. Exhibits. All Exhibits referenced in this Agreement, and listed below, are incorporated herein for all purposes; specifically:

Exhibit “A” – Property Description and Map

Exhibit “B” – Scope of Work

Exhibit “C” – Consultants

3. Professional Services. The Parties will meet or telephonically confer on at least a bi-monthly basis to review the current status of the Scope of Work and may mutually agree to adjust same, which adjustment must be in writing to be effective. The Company may request more frequent updates from the Consultants and the Town on an as-needed basis. The Company shall receive copies of all agreements entered into between the Town and any Consultant pursuant to this Agreement and any amendments thereto and shall be entitled to review and use all reports and studies prepared by the Consultants pursuant to this Agreement. The Company shall pay all invoices for Professional Services performed in accordance with the Scope of Work and otherwise pursuant to the terms of this Agreement, as follows:

(a) The Consultants will invoice the Town approximately every thirty (30) days with a billing statement to include an itemized and detailed description of the Professional Services rendered in accordance with this Agreement.

(b) Within five (5) business days after full execution of this Agreement, the Company shall deliver \$25,000.00 to the Town to be used solely to pay for Professional Services. The payment shall be placed in a segregated account of the Town. The Town shall provide to the Company a monthly statement identifying all disbursements from the account. The Company will replenish the segregated account on the first business day of each month so that at the beginning of each month there are sufficient funds in the segregated account to cover the next two (2) months of projected expenses, as determined by the Town in its sole discretion. The Parties understand and agree that if the Company fails to pay and/ or make replenishment payment(s), all work by City Professional Consultants shall cease until such time as Company deposits funds sufficient to comply with obligations under this section.

(c) Within ten (10) days after receipt of request from the Company the Town shall forward requested consultant invoices to the Company. The Company shall have ten (10) days during which to review each invoice and to make objections. If the Company objects to any portion of an invoice, the Town, the Company and the Consultant shall attempt to resolve the dispute within a reasonable period of time; however, if notwithstanding their collective good faith efforts the dispute cannot be timely resolved, the Town may pay such invoice, including any disputed amounts within thirty (30) days from the date of the invoice using the funds paid by the Company to the Town pursuant to this Agreement.

4. Effect of Agreement. This Agreement shall not: (a) confer upon the Company any vested rights or development rights with respect to the Property; (b) bind or obligate the Town to approve any documents or agreements related to the development of the Property; or (c) be considered an impact fee.

5. Releases and INDEMNITIES.

(a) Nothing in this Agreement, the Agreement itself, and the dealing between the Parties shall be considered an impact fee. The Company and its related entities fully and forever release and discharge the Town, its past and present employees, officers, council members, appointed officials, attorneys and other Town representatives, including the Consultants, from any and all claims, demands, controversies, and causes of action of every conceivable character, past and current, without limitation, including for breach of contract, claims under Local Government Code

sections 271.151-271.160, claims for takings, exactions, negligence, and claims related to the Property under any local, state, or federal statute or code (including under Chapter 395, Texas Local Government Code and the Private Real Property Rights Preservation Act, and Chapter 2007, Texas Government Code, including that the Town's execution or performance of this Agreement or any authorized amendment or supplements hereto may constitute, either now or in the past, a "Taking" of Company's "Private Real Property," as such terms are defined in the Private Real Property Rights Preservation Act)(collectively "Claims"). Any past or current Claims against the Town, the Consultants and their respective employees and agents related to the Property which are not specifically released above are hereby assigned in full to the Town.

(b) The Town forever releases and discharges the Company, its past and present employees, officers, directors, partners, and attorneys from and against any and all past and current Claims. The Company forever releases and discharges the Town, its past and present employees, officers, agents, partners, and attorneys from and against any and all past and current claims.

(c) The Town represents and warrants to the Company that it has no knowledge of any claims, demands, controversies or causes of action against the Company, its past and present employees, officers, owners, partners, and other representatives arising through the Effective Date. The Company represents and warrants to the Town that it has no knowledge of any claims, demands, controversies, or causes of action against the Town, its past and present employees, officers, attorneys and other representatives, arising through the Effective Date. The Company represents and warrants that no prior owners, developers, or entities have assigned, transferred or conveyed any claim or cause of action to the Company involving the Town.

**(d) THE COMPANY AND ITS RELATED ENTITIES ASSUME THE ENTIRE RESPONSIBILITY AND LIABILITY FOR, AND AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN, ITS EMPLOYEES, OFFICERS, COUNCIL MEMBERS, APPOINTED OFFICIALS, ATTORNEYS, CONSULTANTS, AND OTHER TOWN REPRESENTATIVES, FROM ANY AND ALL "CLAIMS" (AS DEFINED IN SECTION 5(a) OF THIS AGREEMENT) ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, AS AMENDED, INCLUDING ARISING FROM OR IN CONNECTION WITH THE PROFESSIONAL SERVICES BY THE COMPANY AND ITS RELATED ENTITIES. THIS INDEMNITY WITH RESPECT TO "CLAIMS" IS STRICTLY LIMITED AS DEFINED IN SECTION 5(a) OF THIS AGREEMENT; HOWEVER, WITHIN THE LIMITED SCOPE OF SUCH DEFINITION, THE TERM "CLAIMS" IS TO BE CONSTRUED AS BROADLY AS POSSIBLE TO INCLUDE ANY AND ALL LIABILITIES, CLAIMS, COSTS, EXPENSES, JUDGMENTS, CAUSES OF ACTION, DEMANDS, LOSSES WHATSOEVER, INCLUDING BUT NOT LIMITED TO CAUSES OF ACTION OR DAMAGES SOUNDING IN TORT, PERSONAL INJURIES, CONTRACT DAMAGES, ECONOMIC DAMAGES, PUNITIVE DAMAGES, STRICT LIABILITY, COMMON LAW NEGLIGENCE AND GROSS NEGLIGENCE, INTENTIONAL TORTS, FEDERAL AND STATE STATUTORY AND COMMON LAW, CLAIMS UNDER THE TEXAS TORT CLAIMS ACT, EMPLOYMENT DISPUTES, FEDERAL AND STATE CIVIL RIGHTS, CLAIMS FOUNDED IN CONTRACT OR QUASI-CONTRACT, BREACH OF WARRANTY, CLAIMS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AND ANY AND ALL CLAIMS CAUSES OF ACTION OR DEMANDS WHEREBY ANY LOSS IS**



**SOUGHT AND/ OR INCURRED AND/ OR PAYABLE BY TOWN, ITS AGENTS, EMPLOYEES, REPRESENTATIVES AND/ OR INSURERS OR RISK POOLS. THIS PROVISION IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, AND IT IS EXPRESSLY RECOGNIZED BY ALL PARTIES THAT IT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE COMPANY. THE COMPANY HAS CAREFULLY READ, FULLY UNDERSTANDS, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS PROVISION, AND THE INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF THE COMPANY HAS FULL AUTHORITY TO BIND THE COMPANY TO THIS AGREEMENT AND THIS INDEMNITY PROVISION. IT IS FURTHER RECOGNIZED AND AGREED, THAT SHOULD ANY PARTICULAR PORTION OR PROVISION OF THIS INDEMNITY PROVISION BE HELD INVALID, VOID AND/ OR UNENFORCEABLE, IT SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF THE REMAINDER OF THIS PROVISION.**

6. Termination. Either Party may terminate this Agreement for any reason or for no reason by providing at least ten (10) days' written notice of termination. Termination of this Agreement shall be the sole and exclusive remedy of the Town or the Company, as the case may be, for any claim by either Party of any breach of this Agreement by the other Party. The Town shall be entitled to pay Consultants for all Professional Services incurred through the date of termination; however, any excess funds remaining after such payments have been made shall be promptly refunded to the Company. Notwithstanding any other provision of this Agreement to the contrary, the obligation to repay such excess funds to the Company in the event of a termination shall survive any termination of this Agreement, and the Company does not release or discharge its right to such excess funds.

7. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the provision of Professional Services and related development.

8. Amendment. This Agreement may only be amended by written instrument signed by the Company and the Town.

9. Successors and Assigns. Neither the Town nor the Company may assign or transfer their interest in the Agreement without prior written consent of the other Party. Notwithstanding anything to the contrary, the Company may assign the Agreement to an affiliate controlled by the Company without prior written consent from the Town but shall notify the Town in writing of such assignment, if any.

10. Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States Mail, Certified, with Return Receipt Requested, postage prepaid, addressed to the appropriate Party at the following addresses, or at such other addresses provided by the Parties in writing.

**COMPANY:**

Skorburg Retail Corporation, a Texas Corporation  
Attn: Adam Buczek  
8214 Westchester Dr, Suite 900  
Dallas, TX 75225  
214-888-8843

**TOWN:**

Linda Ruth, TRMC, CMC  
Town Administrator, Town of Lakewood Village  
100 Highridge Drive  
Lakewood Village, Texas 75068  
972-294-5555  
[linda@lakewoodvillagetx.us](mailto:linda@lakewoodvillagetx.us)

with copies to:

Wm. Andrew Messer  
Messer, Fort & McDonald  
6351 Preston Road  
Suite 350  
Frisco, Texas 75034  
972-424-7200 (telephone)  
972-424-7244 (fax)  
[andy@txmunicipallaw.com](mailto:andy@txmunicipallaw.com)

11. Non-Recordation. This Agreement shall not be recorded. If the Town or its Consultants files this Agreement of record, this Agreement shall automatically terminate as of the date of recordation, and no notice of termination shall be required by the Company. If the Company files this Agreement of record, the Agreement shall automatically terminate five (5) days following receipt by the Town of a filed-stamped copy of the recorded Agreement. Each Party shall deliver a file-stamped copy of the recorded Agreement within one (1) business day of recordation.

12. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for nor against either Party.

13. Applicable Law. This Agreement is made and shall be construed in accordance with the laws of the State of Texas and venue shall lie in only Denton County, Texas.

14. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid

and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

16. Authority for Execution. The Town hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with all applicable Town ordinances. The Company hereby certifies, represents, and warrants that the individual executing this Agreement on behalf of the Company is duly authorized and has full authority to execute this Agreement and bind the Company to the same.

**TOWN OF LAKEWOOD VILLAGE, TEXAS**

By:

Name: Dr. Mark E. Vargus  
Its: Mayor


ATTEST:

Linda Ruth, TRMC, CMC  
Town Administrator/Town Secretary



**COMPANY**

**Skorburg Retail Corporation, a Texas Corporation**

By:   
Name: ADAM J. BUCZEK, PRESIDENT  
Its: PRESIDENT

STATE OF TEXAS       §  
                                     §  
COUNTY OF DENTON   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by **Dr. Mark E. Vargus**, Mayor of the Town of Lakewood Village.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §  
COUNTY OF DALLAS §  
                                     §

This instrument was acknowledged before me on the 8<sup>TH</sup> day of JANUARY, 2024,  
by ADAM J. BUZZA the PRESIDENT, on behalf of Skorburg Retail Corporation, a  
Texas Corporation.



Gena M Hebert  
(Signature of Notary)

Gena M Hebert  
Notary Public, State of Texas

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION AND MAP**



## METES AND BOUNDS DESCRIPTION

### Page 1 of 2

All that certain 19.94 acre tract or parcel of land situated in the B. Shahan Survey, Abstract Number 1169, County of Denton, State of Texas, said tract being part of a called 19.95 acre tract as described in deed to Lakewood Bridge LLC, recorded 04 October 2016, and recorded in instrument number 124527 of the Deed Records of said Denton County Texas, and being more particularly described as follows:

**COMMENCING** at a found concrete monument, said monument being at the intersection of the south line of said Shahan Survey and the east right of way line of Garza Lane, same being the west line of Block A, of Lakeview Estates, a Subdivision to said Denton County, according to plat of the same filed 11 July 1996, and recorded in document #96-R0047411 of the official records and located in Cabinet M, Slide 215 of the Plat Records of said Denton County;

**THENCE:** North 00 degrees 06 minutes 54 seconds East, with the east line of said Garza Lane, and with the west line of said Block A, a distance of 835.14 feet to a found 1½ inch rebar with a plastic cap marked 5560 being the **POINT OF BEGINNING** of the tract being described herein, said rebar being the northwest corner of Lot 1 of said Block A of said Subdivision, same being the northwest corner of Tract 1 a called 5.254 acre tract as described in deed to Eric B. Cluff and Ronda F. Cluff, recorded 05 June 2019, and recorded in instrument number 65871 of said official public records, and said rebar being the southwest corner of said Lakewood tract;

**THENCE:** North 00 degrees 06 minutes 54 seconds East, with the east line of said Garza Lane, and with the west line of said Lakewood tract, a distance of 311.98 feet to a found 1½ inch rebar with a plastic cap marked 5560 for the start of a curve to the right, said curve having a central angle of 60 degrees 21 minutes 40 seconds, a radius of 358.68 feet, and a chord bearing of North 30 degrees 17 minutes 44 seconds East, with a chord length of 360.64 feet;

**THENCE:** With said curve to the right, an arc length of 377.87 feet, to a found 1/2 inch rebar with a plastic cap marked 5560 for the end of said curve, said rebar being on the south line of West Eldorado Parkway;

**THENCE:** North 60 degrees 28 minutes 34 seconds East, with the south line of said West Eldorado Parkway, a distance of 4.89 feet to a found 1/2 inch rebar with a plastic cap marked 5560 for the start of a curve to the left, said curve having a central angle of 12 degrees 17 minutes 52 seconds, a radius of 994.93 feet, and a chord bearing of North 66 degrees 15 minutes 03 seconds East, with a chord length of 213.14 feet, said rebar also being the a corner of a called 0.311 acre tract as described in deed to Denton County, Texas, filed 28 April 1998, and recorded in volume 4080 page 449 of said official public records;

**THENCE:** With said curve to the left, and with the south line of said West Eldorado Parkway, an arc length of 213.55 feet to a found 1/2 inch rebar with a plastic cap for the end of said curve and a corner of said Denton County tract;

**THENCE:** North 60 degrees 06 minutes 11 seconds East, with the south line of said West Eldorado Parkway, and with the south line of said Denton County tract, a distance of 524.73 feet to a found 1/2 inch rebar with a plastic cap marked 5560 for the most northerly northeast corner of this tract, said rebar being the most northerly northeast corner of said Lakewood tract, same being the west line of a called 19.297 acre tract as described in deed to Albourne Realty Inc., filed 04 March 1999, and recorded in volume 4289, page 27 of said official public records;



## METES AND BOUNDS DESCRIPTION

### Page 1 of 2

**THENCE:** South 00 degrees 06 minutes 48 seconds West, with the east line of said Lakewood tract, and with west line of said Albourne tract, a distance of 365.80 feet to a found 1/2 inch rebar with a plastic cap marked 5560 for an ell corner of said Lakewood tract, same being the most westerly southwest corner of said Albourne tract;

**THENCE:** South 89 degrees 55 minutes 42 seconds East, with the north line of said Lakewood tract, and with the south line of said Albourne tract, a distance of 417.42 feet to the found 1/2 inch rebar with a plastic cap marked 5560 for the most easterly northeast corner of said Lakewood tract, same being an ell corner of said Albourne tract;

**THENCE:** South 00 degrees 03 minutes 17 seconds West, with the east line of said Lakewood tract, and with the west line of said Albourne tract, a distance of 612.04 feet to a point on the north line of said Cluff tract for the southeast corner of this tract, from said point a found 1/2 inch rebar being the southeast corner of said Lakewood tract bears South 00 degrees 03 minutes 17 seconds West, a distance of 0.65 feet, said point being North 89 degrees 45 minutes 39 seconds West, a distance of 44.85 feet from found 1/2 inch rebar being the northeast corner of said Lot 1, Block A of said Subdivision, same being the northeast corner of said Cluff tract, said rebar also being on the boundary line of Lake Lewisville;

**THENCE:** North 89 degrees 45 minutes 42 seconds West, with the north line of said Cluff Tract, and the north line of said Lot 1, a distance of 5.254 feet to the **POINT OF BEGINNING** and containing 19.94 acres of land.



## **EXHIBIT “B”**

### **SCOPE OF WORK**

The engineering, legal services and financial analysis, if any, related to development of the Property for single family residential use, including a development agreement, platting, zoning ordinance and related issues.

## **EXHIBIT “C”**

### **TOWN CONSULTANTS**

#### Town’s Attorney Billing Rates:

\$325 per hour for attorneys

\$85 per hour for paralegals

#### Town Engineer Billing Rates:

\$65 per hour for Intern

\$75 per hour for Admin I

\$75 per hour for Coordinator/Dept Admin

\$95 per hour for Admin II

\$100 per hour for Construction Admin I

\$110 per hour for Designer/Drafter I

\$115 per hour for Scientist I

\$120 per hour for Admin III (Sr/Exec)

\$125 per hour for Construction Admin II

\$130 per hour for Scientist II

\$135 per hour for Designer/Drafter II

\$150 per hour for Architect I

\$150 per hour for Construction Admin III (Sr)

\$150 per hour for Scientist III (Sr)

\$155 per hour for Designer/Drafter III (Sr)

\$160 per hour for Engineer I

\$175 per hour for Architect II

\$185 per hour for Engineer II

\$200 per hour for Architect III (Sr)

\$200 per hour for Engineer III (Sr)

\$225 per hour for Manager/Lead

\$245 per hour for Manager/Lead

\$245 per hour for Architectural Designer III (Sr)

\$275 per hour for Director/VP/Principal

\$295 per hour for CEO/COO/CAO

\$300 per hour for Expert Witness

#### Town Bond Attorney, if applicable

\$650 per hour for Partner

\$350 per hour for Associate

Rates are for upfront district creation and review of development documents; Bond issuance costs will be separate

#### Town Financial Advisor, if applicable

\$500 per hour for Senior Managing Director

\$425 per hour for Managing Director

\$200 per hour for Associate  
\$80 per hour for Clerical/Administrative Assistant

Town PID Consultant

\$250 per hour for Managing Partner  
\$185 per hour for Vice President  
\$160 per hour for Sr. Associate  
\$135 per hour for Associate  
\$100 per hour for Administrative Associate



The 2022-2023 Financial Audit will be distributed during the  
January 11, 2024 Council Meeting

# Investment Report 12/31/23

Depository - Point Bank			
	31-Dec-22	30-Sep-23	31-Dec-23
General Fund	\$18,698	\$31,542	\$35,153
General Fund Reserve	\$51,326	\$3,076	\$41,054
Tax	\$14,757	\$214	\$26,832
<b>Total Unrestricted</b>	<b>\$84,781</b>	<b>\$34,832</b>	<b>\$103,039</b>
Utility Fund	\$36,602	\$3,493	\$29,002
Utility Fund Reserve	\$50,556	\$5,548	\$7,724
Rocky Point Operating	\$3,312	\$7,533	\$9,852
Rocky Point Reserve	\$20,080	\$14,220	\$16,077
<b>TOTAL Proprietary</b>	<b>\$110,550</b>	<b>\$30,794</b>	<b>\$62,655</b>
Debt Servicing	\$159,417	\$4,565	\$104,333
MDD	\$50,187	\$56,808	\$65,338
<b>TOTAL Depository Funds</b>	<b>\$404,935</b>	<b>\$126,999</b>	<b>\$335,365</b>

Investments - TexPool Prime			
	31-Dec-22	30-Sep-23	31-Dec-23
General Reserve	\$1,909,942	\$2,108,046	\$2,411,200
Utility Reserve	\$370,654	\$585,249	\$653,578
<b>TOTAL</b>	<b>\$2,280,596</b>	<b>\$2,693,295</b>	<b>\$3,064,778</b>
<i>Yield</i>	<i>4.530%</i>	<i>5.587%</i>	<i>5.610%</i>

Grand Totals				
	31-Dec-23	30-Sep-23	31-Dec-23	YOY
General Fund (Incl Tax)	\$1,994,723	\$2,142,878	\$2,514,239	\$519,516
Utility Fund	\$457,812	\$594,290	\$690,304	\$232,492
MDD (Incl Rocky Point)	\$73,579	\$78,561	\$91,267	\$17,688
Debt Servicing	\$159,417	\$4,565	\$104,333	
	<b>\$2,685,531</b>	<b>\$2,820,294</b>	<b>\$3,400,143</b>	\$714,612

2020 CO First Call - Feb 2027 - \$3,971,175



<h1>Debt Servicing</h1>
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Bond Payments Due in 2024		
GF Series 2014	-	
GF Series 2020	\$151,212- Feb 1	3.16%
	\$74,337 - Aug 1	
UF Series 2022	\$111,806 - Feb 1	3.178%
	\$86,306 - Aug 1	
Total Due GF	\$225,549	
Total Due UF	\$198,112	
GRAND TOTAL	\$423,661	

GF Budgeted I&S \$209,000

GF Series 2020 Future Payments		
2025	\$343,675	FYE 9/30/25
2026	\$339,575	

UF Series 2022 Future Payments		
2025	\$309,813	FYE 9/30/25
2026	\$309,113	

## **DEVELOPMENT AGREEMENT**

This Development Agreement (this “**Agreement**”) is by and between the **TOWN OF LAKEWOOD VILLAGE, TEXAS**, a general law municipality located in Denton County, Texas (the “**Town**”), and **Skorburg Retail Corporation.**, a Texas Corporation, (“**Developer**”), and is made and entered into effective as of the Effective Date (as defined herein). The foregoing parties are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**.”

### **RECITALS**

**WHEREAS**, **Developer** holds fee simple title to or is under contract to purchase approximately 19.94 acres of land described by metes and bounds on the attached **Exhibit A** and depicted on the attached **Exhibit B** (the “**Developer Property**”). The Developer Property is located within the Town’s municipal limits; and

**WHEREAS**, **DEVELOPER** intends to develop the **DEVELOPER** Property as a master planned single family residential community; and

**WHEREAS**, the Parties intend for this Agreement to establish certain restrictions and to impose certain commitments in connection with the development of the **DEVELOPER** Property; and

**WHEREAS**, the Parties intend for the **DEVELOPER** Property to be developed in a manner consistent with the Town’s zoning requirements, subdivision regulations, building material requirements and building code requirements, except as otherwise provided herein; and

**WHEREAS**, the Parties intend for the **DEVELOPER** Property to be developed in a manner consistent with the Concept Plan shown on the attached **Exhibit C** (the “**Concept Plan**”); and

**WHEREAS**, **DEVELOPER**’s ability to efficiently develop the **DEVELOPER** Property depends on various Town approvals, including but not limited to, the Town’s approval of: (i) the Concept Plan, (ii) preliminary and final plats of the **DEVELOPER** Property that are generally in accordance with the Concept Plan, and (iii) construction plans for the **DEVELOPER** Property that meet or exceed the applicable requirements of Town regulations and uniform engineering design standards (collectively, the “**Approvals**”). This Agreement includes a process for seeking the Approvals; and

**WHEREAS**, the Town is agreeable to the **DEVELOPER** Property being developed as a master planned single family residential community; and

**WHEREAS**, the Parties intend for this Agreement to establish certain restrictions and impose certain commitments in connection with the development of the **DEVELOPER** Property; and

**WHEREAS**, the Town is the certified retail treated water provider for the **DEVELOPER** Property (under its water Certificate of Convenience and Necessity No. 10201) and the retail sewer provider (under sewer Certificate of Convenience and Necessity No. 20075) for the **DEVELOPER**

Property, and the Parties intend for the Town to exclusively provide retail water and wastewater service to the DEVELOPER Property; and

**WHEREAS**, the development of the DEVELOPER Property will require the construction of certain onsite and offsite public infrastructure as further described in Sections 2.1.2 – 2.1.7 herein, including streets and roads; drainage; water, sanitary sewer, and other utility systems; open space and landscaping, as well as land for all such public infrastructure (the “**Public Infrastructure**”); and of

**WHEREAS**, each of the Parties have the authority to enter into this Agreement for the development of the DEVELOPER Property in accordance with the terms set forth herein and each agrees that it will receive a benefit equivalent to or greater than its obligations under this Agreement; and

**NOW THEREFORE**, for and in consideration of these premises and of the mutual promises, obligations, covenants and benefits herein contained, the Parties agree as follows:

## **SECTION 1 RECITALS; EFFECTIVENESS OF AGREEMENT**

- 1.1. Incorporation of Recitals. The recitals contained in this Agreement are true and correct as of the Effective Date, are incorporated into this Agreement, and form the basis upon which the Parties negotiated and entered into this Agreement.
- 1.2. Effective Date for Agreement. Notwithstanding any statement to the contrary herein, this Agreement shall only become effective upon acquisition of the DEVELOPER Property by DEVELOPER. The parties envision that the acquisition will occur substantially concurrent with the assignment of the Previous Development Agreement to DEVELOPER by the Prior Developer, hence the Effective Date corresponds with such assignment.

## **SECTION 2 REQUIRED IMPROVEMENTS**

### **2.1 Public Infrastructure.**

- 2.1.1 Standards. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by the Developer in compliance with state law and all applicable Town ordinances, including without limitation, the Town’s adopted zoning ordinances, subdivision regulations, design standards, and building codes (collectively, the “**Town Regulations**”). Construction and/or installation of Public Infrastructure shall not begin until a Final Plat (defined below) of the DEVELOPER Property has been approved by the Town, and complete and accurate civil engineering plans and specifications have been submitted for development of such Public Infrastructure for the DEVELOPER Property and approved by the Town in accordance with all applicable Town Regulations. In addition to compliance with other requirements of Town Regulations applicable to contracts for construction of the Public Infrastructure, each contract for construction of Public Infrastructure for the DEVELOPER Property shall

require a two-year maintenance bond following final acceptance of such Public Infrastructure by Town, which bond shall be on a form approved by the Town Attorney and shall name the Town as obligee/beneficiary.

- 2.1.2 Landscaping. In accordance with Town Regulations and a Town approved landscaping plan, Developer shall install, at Developer's sole expense, landscaping in the area adjacent to the Eldorado Pkwy right-of-way, as generally depicted in **Exhibit D**. At minimum, the landscaping plan shall provide for a fifteen foot (15') wide berm, or natural screen (no fences), the plans, dimensions and location of which shall be subject to Town approval as part of the Developer proposed landscape plan. Notwithstanding the foregoing, in the event of any conflict between the landscaping requirements in the existing Town Regulations and this Agreement, the Town Regulations shall control.
- 2.1.3 Perimeter Sidewalk. In accordance with Town Regulations, as amended, and at a location as generally depicted in **Exhibit D**, Developer shall design and construct a five (5) foot meandering sidewalk adjacent to the Eldorado Pkwy right-of-way. Such sidewalk shall be designed and constructed at Developer's sole cost and expense concurrent with the construction with the public improvements. Plans, dimensions, and location of such sidewalk shall be subject to Town approval.
- 2.1.4 Water line and Wastewater lines. Developer agrees that the size of the wastewater lines will be constructed in accordance with town regulations. Developer agrees that the size of the water line required for development of the DEVELOPER Property will be as depicted in **Exhibit E** and constructed in accordance with Town regulations. Developer agrees to provide a connection point for water and wastewater at the edge of right-of-way as depicted in **Exhibit E** and constructed in accordance with Town regulations.
- 2.1.5 Other than the Public Infrastructure expressly described in this Section 2.1, no off-site improvements will be required for the development of the Property. Notwithstanding any provision in this Agreement to the contrary, Developer has no obligation hereunder to construct all or any portion of the development, the Public Infrastructure, the Offsite Water Line or any other improvements to the DEVELOPER Property; however, the construction of the Public Infrastructure is a condition precedent to receipt of the waiver of impact fees granted hereunder.

## **2.2 Monument Sign**

- 2.2.1 Monument Signage. Developer shall, as its sole cost and expense, design and construct at no cost to the Town and with Town approval, a monument sign to be located at the corner of the development at the intersection of Garza Rd and Eldorado Pkwy, fronting Eldorado Pkwy (the "**Monument Sign**"). The Town hereby approves the design of the Monument Sign depicted in **Exhibit D-1**, and may also approve alternate design features at the request of Developer. The Entry Feature shall be constructed substantially concurrent with internal street construction of the DEVELOPER Property.

## **2.3 Cost Reimbursement for Monument Sign**

- 2.3.1 Except for those fees expressly waived in this Agreement, Developer shall pay Town all fees due for the development of the DEVELOPER Property as required by Town Regulations, as amended. The Town agrees to waive all water, sewer, and roadway impact fees in the Town's Code of Ordinances as consideration for the Offsite Water Line improvements for the DEVELOPER Property. Other fees of the Town shall be paid by the Developer or any builder before permitting, including tap fees, building permit fees, sewer\water inspection fees, water deposits, etc. The waiver of impact fees is transferable without any further consent of the Town required to any future owner of all or a portion of the DEVELOPER Property and any builder of the DEVELOPER Property.

## **2.4 Capital Fee Per Lot**

- 2.4.1 Developer shall pay or shall bind the purchaser of each lot in the DEVELOPER Property to pay a \$13,000 per lot capital contribution fee to the Town. The capital contribution fee shall be paid by the Developer or lot owner or the builder when an initial building permit application on a lot is submitted to the Town. Developer shall incorporate the capital contribution fee requirement into any and all purchase agreements for all lots in the DEVELOPER Property.

## **2.5 Improvement Costs**

- 2.5.1 Off-site Water and Wastewater Facilities. The Town (i) is the water and wastewater provider for the DEVELOPER Property, (ii) will provide sufficient water and wastewater capacity to serve the DEVELOPER Property as developed in accordance with the Concept Plan, and (iii) will provide the necessary water and wastewater capacity for Developer's full development of the DEVELOPER Property. Developer is not required to construct any Offsite Water and Wastewater Facilities.

- (a) Obligation to Construct. Developer shall construct or cause the construction of wastewater lines, and water lines ("**Water and Wastewater Facilities**") at locations within the DEVELOPER Property, as depicted in **Exhibit E**, which will serve the DEVELOPER Property. The Water and Wastewater Facilities shall be designed by a registered civil engineer in accordance with applicable law, including Town Regulations. After construction and acceptance by the Town, all Water and Wastewater Facilities designed and constructed to serve DEVELOPER Property will be owned, operated, and maintained by the Town.

- 2.5.2 Regional Lift Station.

- (a) The Town intends to construct or facilitate the construction of a regional lift station in the location generally depicted on **Exhibit F** that will serve the DEVELOPER Property and certain properties within the vicinity of the DEVELOPER Property (the "**Regional Lift Station**"). Within ten (10) business days following written notice from the Town to Developer of the contract approval awarding the construction contract for construction of the Regional Lift Station, by and between the Town and the Town's approved contractor for the Regional Lift Station (the "**Regional Lift Station Construction Contract**") and an engineering study provided by the Town



setting forth the Developer's proportionate share of costs for the Regional Lift Station ("**Developer's Share**"), Developer shall pay to the Town the Developer's proportionate share of the Regional Lift Station costs. Developer shall be responsible for the proportionate share of any related costs which exceed the initial allocation and shall pay such additional costs to the Town within thirty (30) calendar days after receipt of reasonable documentation evidencing such costs. Similarly, the Town agrees to refund to Developer its proportionate share of any excess funds remaining after construction of the Regional Lift Station.

- (b) Notwithstanding the foregoing, at any time, Developer may (but shall not be required to) elect to take appropriate steps to perform or cause to be performed the completion of construction of the Regional Lift Station upon providing written notice of such election to the Town. In the case of such an event, (i) the Town agrees to cooperate in good faith with Developer to facilitate and expedite the completion of construction of the Regional Lift Station, and (ii) any plans and specifications for the construction of the Regional Lift Station and the construction contract(s) for such project shall automatically be deemed to be assigned to Developer on a non-exclusive basis (and this Agreement shall constitute evidence of such non-exclusive assignment; provided that the Town shall execute and deliver any necessary documents or instruments to further confirm such non-exclusive assignment). Further, in the event the Developer elects to construct the Regional Lift Station, within thirty (30) calendar days of the Town's receipt of the Evidence of Payments (defined herein), the Town will reimburse Developer for all costs for construction of the Regional Lift Station in excess of Developer's Share, which costs include without limitation all costs for installation, construction (including supplies, materials and labor), the costs of obtaining any easements, inspection fees, all soft costs, including but not limited to engineering, design, insurance, developer fee(s), financing costs, staking costs, material testing costs, and the costs of any maintenance or performance bonds. Upon completion of the Regional Lift Station in such an instance, the Town will inspect and accept the Regional Lift Station and assume all ownership, operation, and maintenance responsibility for the same. Developer shall tender to the Town evidence of all construction costs for the Regional Lift Station, including but not limited to, invoices or affidavits of payment/affidavits as to debts and liens ("**Evidence of Payments**"). Notwithstanding the foregoing, the exercise by Developer of the rights set forth in this section does not relieve the Town from the requirement to perform all covenants, conditions and obligations under this Agreement, and the Town agrees that Developer shall not be liable for any claims for loss or damage in connection therewith.

## **2.6 Dedication and Maintenance of Open Space**

- 2.6.1 **Open Space/Park Space.** Developer agrees to dedicate in fee approximately 1.72 acres to the Town for use as park and/or open space in the location(s) generally shown on the Concept Plan, which includes the meandering sidewalk, landscape buffer, and all open space lots. The dedication will occur at Final Plat in accordance with this Agreement and Town Regulations. The 1.72 acres of open space to be dedicated to the Town herein shall satisfy both (1) any and all obligations of Developer to dedicate park land or make

payments in lieu thereof under the Town's park ordinance (Ordinance No. 15-18, as amended); and (2) any and all open space requirements for the DEVELOPER Property under the Town's comprehensive zoning ordinance (Ordinance No. 19-02, as amended). No further park land dedication or payments in lieu thereof shall be required for development of the DEVELOPER Property, and no further open space, open space improvements, or fee in lieu thereof shall be required for development of the DEVELOPER Property.

- 2.6.2 Maintenance of Open Space/Park Space. Developer will not create a Homeowners Association, and the Town will assume responsibility for maintaining the park and/or open space referenced in Section 2.6.1 upon filing of a Final Plat.

## **2.7 Development Standards**

- 2.7.1 Development Standards. Developer agrees that construction of homes and development of the DEVELOPER Property shall be done in accordance with the standards and requirements set forth in this Agreement, in the Town of Lakewood Village Zoning Ordinance No. 19-02 and Development Standards, attached hereto as **Exhibit G**. Developer shall file **Exhibit G** in the land records for the DEVELOPER Property and shall include Exhibit H, "Development Standards," in deeds to lot owners as deed restrictions so that such standards are covenants that run with the DEVELOPER Property and are enforceable upon current and future owners of the DEVELOPER Property, including without limitation End-Buyers (defined below). In the event of a conflict between the regulations for the DEVELOPER Planned Development and Zoning Ordinance 19-02 and the Development Standards, the Parties agree the Development Standards shall control. The Parties agree that the Concept Plan, Development Standards and the applicable provisions of this Agreement memorialize the plan for development of the DEVELOPER Property as provided for in the Texas Local Government Code and other applicable law. The Town agrees to consider zoning the DEVELOPER Property consistent with the Concept Plan, Development Standards and applicable provisions of this Agreement. Through this Agreement, the Developer expressly consents and agrees to submit an application for and to request zoning of the DEVELOPER Property consistent with and as contemplated by this section. The Developer agrees that nothing in this Agreement shall prevent **Exhibit G**, of this Agreement, and the Town Regulations, including but not limited to zoning, from being enforced against an End-Buyer. Nothing provided in this section should be construed as a waiver of the Town Council's legislative authority or discretion.
- 2.7.2 Design Repetition: A minimum of six (6) platted residential lots must be skipped on the same side and four (4) skipped on the opposite side of a street before rebuilding the same single-family residential unit consisting of an identical elevation. The same floor plan shall not be repeated on adjacent lots or directly across the street. Homes with the same color exterior may not be constructed adjacent to each other.
- 2.7.3 The Parties agree the Concept Plan was created by the Developer for illustrating the boundary, lot mix and general layout and dimensions of the contemplated development. Any amendment agreed to by the Parties to the Concept Plan or subsequent preliminary

plat of all or a portion of the DEVELOPER Property shall be considered an amendment to this Agreement and, upon approval, shall replace the attached Concept Plan and become a part of this Agreement. At Developer's request, the Mayor of the Town may administratively approve any amendments to the preliminary plat and/or the Concept Plan that the Mayor deems in his reasonable discretion to be minor in nature without approval of the Town Council of the Town required. If the Mayor deems an amendment to not be minor in nature, any preliminary plat may be amended as set forth in the Town Regulations and in accordance with applicable law. The Concept Plan under this agreement supersedes any previously submitted concept plan for development of the DEVELOPER Property.

- 2.7.4 Final Plat. The Developer shall submit a Final Plat for any portion and/or all of the DEVELOPER Property in accordance with Town Regulations. The plat shall be in general conformance with an approved preliminary plat, including any amendments. The processing and content of all plats must adhere to the Town Regulations, except as they may be expressly altered by this Agreement.
- 2.7.5 Building Codes, Fire Codes and Building Materials. As consideration for the impact fees being waived for the DEVELOPER Property, Developer has consented to and requested, and the Parties agree, that Exhibit G, the Town-adopted building codes and local amendments as subsequently amended, the Town-adopted fire codes and local amendments as subsequently amended, and the Town's building material regulations contained in the zoning ordinance and in other Town ordinances, all as subsequently amended (including any amendments to such codes and ordinances set forth in Exhibit G hereto and/or in any planned development district zoning applicable to the DEVELOPER Property), to apply to the DEVELOPER Property, and voluntarily agrees to burden the DEVELOPER Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the DEVELOPER Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the DEVELOPER Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the DEVELOPER Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other Town ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019, shall then touch and concern the DEVELOPER Property and be binding upon the DEVELOPER Property.

### SECTION 3 ASSIGNMENT AND ENCUMBRANCE

#### 3.1 Assignment by Developer to Successors.

- 3.1.1 The Developer has the right, only with the Town's written consent (which shall not be unreasonably withheld, delayed or conditioned) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement, to any person or entity (an "Developer Assignee") that (i) is or will become

an owner of any portion of the DEVELOPER Property or (ii) is controlled by or under common control by the Developer and becomes an owner of any portion of the DEVELOPER Property, provided that the Developer is not in breach of this Agreement at the time of such assignment. A Developer Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer Assignee. Notice of each proposed assignment to a Developer Assignee shall be provided to the Town at least thirty (30) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Developer Assignee.

- 3.1.2 Each assignment shall be in writing executed by the Developer and the Developer Assignee and shall obligate the Developer Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a Developer Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the Town agrees to look solely to the Developer Assignee for the performance of all obligations assigned to the Developer Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Developer Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the Town within 15 days after execution, Developer shall not be released until the Town receives such copy of the assignment.
- 3.1.3 No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the Town approves the release in writing.
- 3.1.4 The Developer shall maintain written records of all assignments made to Developer Assignees, including a copy of each executed assignment and the Developer Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

- 3.2 Collateral Assignments. The Developer and Developer Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written notice to, the Town. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the Town has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the Town agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the DEVELOPER Property and shall survive

any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the DEVELOPER Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the DEVELOPER Property until all defaults under this Agreement with respect to the acquired portion of the DEVELOPER Property have been cured.

- 3.3 Transfer of Warranties. Any Public Infrastructure that is transferred to the Town shall be accompanied by any applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.
- 3.4 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer of a lot within the DEVELOPER Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the DEVELOPER Property shall be deemed to be a "Developer" and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.
- 3.5 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

#### SECTION 4 RECORDATION AND ESTOPPEL CERTIFICATES

- 4.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of Denton County, Texas. This Agreement binds and constitutes a covenant running with the DEVELOPER Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for development within the DEVELOPER Property. This Agreement, when recorded on or after the Effective Date, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the DEVELOPER Property; however, except for the Development Standards provided in **Exhibit G** which Developer shall file in the land records as deed restrictions running with the DEVELOPER Property, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a fully developed and improved lot (an "**End-Buyer**") but shall not negate the End-Buyer's obligation to comply with the Town's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.
- 4.2 Estoppel Certificates. From time to time upon written request of the Developer, if needed to facilitate a sale of all or a portion of the DEVELOPER Property or a loan secured by all or a portion of the DEVELOPER Property, the Town will execute a written estoppel certificate in a form and substance satisfactory to the Town, to its reasonable knowledge and belief, identifying any obligations of the Developer under this Agreement that are in default. The



Developer shall pay the Town \$300 at the time of the Developer's request for an estoppel certificate for each request in excess of one per calendar year. The estoppel certificate may be signed by the Town Administrator or his/her designee and does not require approval of the Town Council.

## **SECTION 5**

### **INSURANCE, INDEMNIFICATION AND RELEASE**

#### **5.1 Insurance.**

- 5.1.1 With no intent to limit any contractor's liability or obligation for indemnification, the Developer shall maintain or cause to be maintained, by the persons constructing the Public Infrastructure, certain insurance, as provided below in full force and effect at all times during construction of the Public Infrastructure and shall require that the Town is named as an additional insured under such contractor's insurance policies.
- 5.1.2 With regard to the obligations of this Agreement, the Developer shall obtain and maintain in full force and effect at its expense, or shall cause each contractor to obtain and maintain at their expense, the following policies of insurance and coverage:
- (a) Commercial general liability insurance insuring the Town, contractor and the Developer against liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the activities of Developer, the contractor, the Town and their respective officers, directors, agents, contractors, or employees, in the amount of \$1,000,000 Per Occurrence or a limit equal to the amount of the contract amount, \$2,000,000 General Aggregate Bodily Injury and Property Damage. The contractor may procure and maintain a Master or Controlled Insurance policy to satisfy the requirements of this section, which may cover other property or locations of the contractor and its affiliates, so long as the coverage required in this section is separate;
  - (b) Worker's Compensation insurance as required by law;
  - (c) Business automobile insurance covering all operations of the contractor pursuant to the Construction Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability.

5.2 Waiver of Subrogation Rights. Each insurance policy required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the Town.

5.3 Additional Insured Status. With the exception of Worker's Compensation Insurance, all insurance required pursuant to this Agreement shall include and name the Town as additional insureds using Additional Insured Endorsements that provide the most comprehensive coverage to the Town under Texas law including products/completed operations.

- 5.4 Certificates of Insurance. Certificates of Insurance and policy endorsements in a form satisfactory to Town shall be delivered to Town prior to the commencement of any work or services on the Public Infrastructure. All required policies shall be endorsed to provide the Town with sixty (60) days advance notice of cancellation or non-renewal of coverage. The Developer shall provide sixty (60) days written notice of any cancellation, non-renewal or material change in coverage for any of the required insurance in this Section 5.

Within ten (10) days before the expiration of the required insurance policies, the Developer shall cause (and cause its contractors) to provide a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the Town. In addition, the Developer shall, within ten (10) business days after written request, provide the Town with certificates of insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the certificates of insurance and the policy endorsements (including copies of such insurance policies) to the Town is a condition precedent to the payment of any amounts to the Developer by the Town.

- 5.5 Carriers. All policies of insurance required to be obtained by the Developer and its contractors pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to and approved by Town and are lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the Town. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsements submitted by the Developer’s and its contractors’ insurer or broker. Certificates of insurance and policy endorsements received from any other source will be rejected.

5.6 INDEMNIFICATION.

**DEVELOPER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD THE TOWN AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR ENTITIES, THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER’S ACT OR OMISSION, INCLUDING BUT NOT LIMITED TO BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, ANY ACT OR OMISSION IN ITS PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT**

(COLLECTIVELY, "CLAIMS"). THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE, FAULT OR INTENTIONAL MISCONDUCT OF THE TOWN, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS IF FOUND BY A COURT, AND IN THE EVENT OF CONCURRENT NEGLIGENCE OF THE TOWN AND DEVELOPER, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THE TOWN DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

DEVELOPER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND THE TOWN AGAINST ALL SUCH CLAIMS. TOWN RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, TOWN IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY TOWN IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND TOWN OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY TOWN PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF TOWN'S WRITTEN NOTICE THAT TOWN IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, TOWN SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE TOWN.

**5.7 THE DEVELOPER'S ACKNOWLEDGEMENT OF THE TOWN'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.**

(a) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY DEFAULTS UNDER THIS AGREEMENT:

(I) THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

**(B) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR**

**(C) NUISANCE.**

**(II) THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.**

**(III) THE DEVELOPER HEREBY AGREES, STIPULATES AND ACKNOWLEDGES THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. THE DEVELOPER WAIVES AND RELEASES ALL CLAIMS IT MAY HAVE AGAINST THE CITY RELATED TO THIS AGREEMENT, INCLUDING: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.**

**(b) THIS SECTION 5.7 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

## **SECTION 6 GENERAL PROVISIONS**

**6.1 Recitals.** The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council of the Town; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced

by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

6.2 Conflicts. In the event a court of competent jurisdiction determines there is a conflict between this Agreement and the application of any other ordinance, rule, regulation, standard, policy, order, guidelines or other Town-adopted or Town-enforced requirement, whether existing on the Effective Date or hereinafter adopted, then this Agreement shall control. In the event of any conflict between any Final Plat and the final zoning, the Final Plat shall control.

6.3 Default; Remedies. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event less than 30 days after written notice of the alleged failure has been given); provided that the cure period for any Party's obligation to pay funds to any other Party shall be no more than 30 days after written notice of the alleged failure has been given. Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure (except that any monetary obligations shall be limited to a 30-day cure period).

If the Developer fails to comply with any provision of this Agreement after the giving of notice and the expiration of the cure period, Town shall have the following remedies, in addition to Town's other rights and remedies:

- (a) to refuse to issue building permits for the DEVELOPER Property; and/or
- (b) to refuse to accept any portion of any future public improvements on the DEVELOPER Property and/or associated with the development of the DEVELOPER Property.

If a Party is in default, the aggrieved Party may only seek relief for specific performance, mandamus, or injunctive relief. The Town waives its governmental immunity only for this relief. **NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.**

6.4 Force Majeure. In the event any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, other than any Party's obligations to pay funds to any other Party, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused, to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are

affected thereby shall give notice and the full particulars of such force majeure to the other Parties. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term “force majeure”, as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, County or any civil or military authority, insurrections, protests, riots, vandalism, epidemics, pandemics, government shut-downs or quarantines, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, fire, subsidence, partial or entire failure of water supply, electric supply, and inability to provide water necessary for operation of the water and sanitary sewer systems hereunder, or of the Town to receive wastewater, and other similar inability of any Party, whether similar to those enumerated or otherwise, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the exercise of reasonable due diligence and care and which the Party is proceeding promptly to cure, if within the Party’s ability to cure. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the Party having the difficulty.

6.5 Approvals and Consents. Approvals or consents required or permitted to be given under this Agreement that are not ministerial shall be evidenced by an ordinance, resolution or voice vote adopted by the governing body of the appropriate Party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the Party.

6.6 Notices. Any notice or other communication required by this Agreement to be given, provided, or delivered to a Party shall be in writing addressed to the Parties as set forth below. Notices shall be considered “given” for purposes of this Agreement: (a) if by Certified Mail, five business days after deposited with the U.S. Postal Service, Certified Mail, return Receipt Requested; (b) if by private delivery service (e.g., FedEx or UPS), on the date delivered to the notice address as evidenced by a receipt signed by any person at the notice address; or (c) if by any other means (including, but not limited to, FAX and E-mail), when actually received by the Party at the notice address.

If to the Town, to:

Town of Lakewood Village, Texas  
Attn: Mayor and Town Administrator  
100 Highridge Drive  
Lakewood Village, Texas 75068  
Telephone: 972-294-5555  
Email: mark@lakewoodvillagetx.us  
linda@lakewoodvillagetx.us

with a copy to:



Wm. Andrew Messer  
Messer, Fort & McDonald, PLLC  
6371 Preston Road, Suite 200  
Frisco, Texas 75034  
Telephone: (972) 668-6400

Email: andy@txmunicipallaw.com

If to DEVELOPER, to:

Skorburg Developer  
Attn: Adam Buczek  
8214 Westchester Dr. Suite 900  
Dallas, TX 75225  
Telephone: 214-888-8843

Email: abuczek@skorburgDeveloper.com

with copy to:

Attn:  
Telephone:  
Fax:  
E-mail:

Each Party has the right to change, from time to time, its notice addresses by giving at least ten (10) days written notice to the other Parties. If any time period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the period shall be extended to the first business day following such Saturday, Sunday, or legal holiday.

6.7 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

6.8 Reservation of Rights. All rights, powers, privileges and authority of the Parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the Parties and, from time to time, may be exercised and enforced by the Parties.

6.9 Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the Parties

hereto or any provisions hereof, or in ascertaining the intent of any Party, with respect to the provisions hereof.

- 6.10 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.
- 6.11 Amendments. This Agreement may only be amended by a written agreement signed by the Parties.
- 6.12 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.
- 6.13 Authority and Enforceability. The Town represents and warrants that this Agreement has been approved by official action by the Town Council of the Town in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Town has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.
- 6.14 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the Town does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the Town waives its sovereign immunity as to suit solely under Section 6.3 of this Agreement.
- 6.15 Construction and Venue. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, as such laws are now in effect, and all obligations of the Parties are performable in Denton County in which the DEVELOPER Property is located. Exclusive venue for any action to enforce or construe this Agreement shall be in Denton County, Texas.
- 6.16 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.
- 6.17 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of

this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. The Parties agree that this Agreement amends and supersedes Previous Development Agreement in its entirety and the Previous Development Agreement shall be deemed for all purposes to be null and void and of no effect and no Party shall have any obligations thereunder.

- 6.18 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 6.19 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the Town Council seated at the time that this Agreement is executed or any future Town Council.
- 6.20 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.
- 6.21 Form 1295 Certificate. The Developer represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Developer has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. The Developer further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the Town and the contract identification number, the Town is not responsible for the information contained in the Form 1295 completed by the Developer. The information contained in the Form 1295 completed by the Developer has been provided solely by the Developer and the Town has not verified such information.
- 6.22 Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Developer hereby verifies that it and its parent Developer, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable compliance with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

- 6.23 Iran, Sudan and Foreign Terrorist Organizations. Section 2252.151 of the Texas Government Code defines a "governmental contract" as a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment, and provides that the term includes a contract to obtain a professional or consulting service subject to Chapter 2254 of the Texas Government Code. The Developer represents that, as of the date of this Agreement, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent Developer, or affiliate of the Developer (if any) is an entity listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code or identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

- 6.24 Verification Regarding Discrimination Against Fossil Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent Developer, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a Developer because the Developer (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a Developer described by (A) above.

- 6.25 Verification Regarding No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent Developer, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate

against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification and the following definitions,

- (a) ‘discriminate against a firearm entity or firearm trade association,’ a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a Developer’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association,
- (b) ‘firearm entity,’ a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and
- (c) ‘firearm trade association,’ a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code."

- 6.26 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the Chapter 380 grant payments granted herein within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101 (c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.
- 6.27 Chapter 380 Reporting. The City agrees to timely report this Agreement to the State Comptroller in accordance with Section 403.0246 of the Texas Government Code and Chapter 380 of the Texas Local Government Code.
- 6.28 Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes as if set forth in full in the body of this Agreement:

Exhibit A	DEVELOPER Property Metes & Bounds
Exhibit B	DEVELOPER Property Depiction
Exhibit C	Concept Plan
Exhibit D	Sidewalk and Landscaping
Exhibit D-1	Monument Sign Depiction
Exhibit E	Water Facilities Depiction
Exhibit F	Location of the Regional Lift Station
Exhibit G	Development Standards

*[Remainder of page intentionally left blank.]*



EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

TOWN OF LAKEWOOD VILLAGE, TEXAS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Town Secretary

Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Name:

STATE OF TEXAS                      §

§

COUNTY OF DENTON                §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023  
by \_\_\_\_\_, the Mayor of the Town of Lakewood Village, Texas, on behalf of said  
Town.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

DEVELOPER:

TO BE DETERMINED, LTD.,  
a Texas limited partnership

By: TO BE DETERMINED GP  
CORPORATION,  
a Texas Corporation,  
its General Partner

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TEXAS                   §  
  §  
COUNTY OF DENTON           §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023  
by \_\_\_\_\_, \_\_\_\_\_, of TO BE DETERMINED GP  
CORPORATION, a Texas corporation, the General Partner of TO BE DETERMINED, LTD., a  
Texas limited partnership on behalf of such entities.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

## **EXHIBIT A**

### **DEVELOPER PROPERTY METES & BOUNDS**

All that certain 19.94 acre tract or parcel of land situated in the B. Shahan Survey, Abstract Number 1169, County of Denton, State of Texas, said tract being part of a called 19.95 acre tract as described in deed to Lakewood Bridge LLC, recorded 04 October 2016, and recorded in instrument number 124527 of the Deed Records of said Denton County Texas, and being more particularly described as follows:

**COMMENCING** at a found concrete monument, said monument being at the intersection of the south line of said Shahan Survey and the east right of way line of Garza Lane, same being the west line of Block A, of Lakeview Estates, a Subdivision to said Denton County, according to plat of the same filed 11 July 1996, and recorded in document #96-R0047411 of the official records and located in Cabinet M, Slide 215 of the Plat Records of said Denton County;

**THENCE:** North 00 degrees 06 minutes 54 seconds East, with the east line of said Garza Lane, and with the west line of said Block A, a distance of 835.14 feet to a found 1/2 inch rebar with a plastic cap marked 5560 being the **POINT OF BEGINNING** of the tract being described herein, said rebar being the northwest corner of Lot 1 of said Block A of said Subdivision, same being the northwest corner of Tract 1 a called 5.254 acre tract as described in deed to Eric B. Cluff and Ronda F. Cluff, recorded 05 June 2019, and recorded in instrument number 65871 of said official public records, and said rebar being the southwest corner of said Lakewood tract;

**THENCE:** North 00 degrees 06 minutes 54 seconds East, with the east line of said Garza Lane, and with the west line of said Lakewood tract, a distance of 311.98 feet to a found 1/2 inch rebar with a plastic cap marked 5560 for the start of a curve to the right, said curve having a central angle of 60 degrees 21 minutes 40 seconds, a radius of 358.68 feet, and a chord bearing of North 30 degrees 17 minutes 44 seconds East, with a chord length of 360.64 feet;

**THENCE:** With said curve to the right, an arc length of 377.87 feet, to a found 1/2 inch rebar with a plastic cap marked 5560 for the end of said curve, said rebar being on the south line of West Eldorado Parkway;

**THENCE:** North 60 degrees 28 minutes 34 seconds East, with the south line of said West Eldorado Parkway, a distance of 4.89 feet to a found 1/2 inch rebar with a plastic cap marked 5560 for the start of a curve to the left, said curve having a central angle of 12 degrees 17 minutes 52 seconds, a radius of 994.93 feet, and a chord bearing of North 66 degrees 15 minutes 03 seconds East, with a chord length of 213.14 feet, said rebar also being the a corner of a called 0.311 acre tract as described in deed to Denton County, Texas, filed 28 April 1998, and recorded in volume 4080 page 449 of said official public records;

**THENCE:** With said curve to the left, and with the south line of said West Eldorado Parkway, an arc length of 213.55 feet to a found 1/2 inch rebar with a plastic cap for the end of said curve and a corner of said Denton County tract;

**THENCE:** North 60 degrees 06 minutes 11 seconds East, with the south line of said West Eldorado Parkway, and with the south line of said Denton County tract, a distance of 524.73 feet to a found 1/2 inch rebar with a plastic cap marked 5560 for the most northerly northeast corner of this tract, said rebar being the most northerly northeast corner of said Lakewood tract, same being the west line of a called

19.297 acre tract as described in deed to Albourne Realty Inc., filed 04 March 1999, and recorded in volume 4289, page 27 of said official public records;

**THENCE:** South 00 degrees 06 minutes 48 seconds West, with the east line of said Lakewood tract, and with west line of said Albourne tract, a distance of 365.80 feet to a found 1/2 inch rebar with a plastic cap marked 5560 for an ell corner of said Lakewood tract, same being the most westerly southwest corner of said Albourne tract;

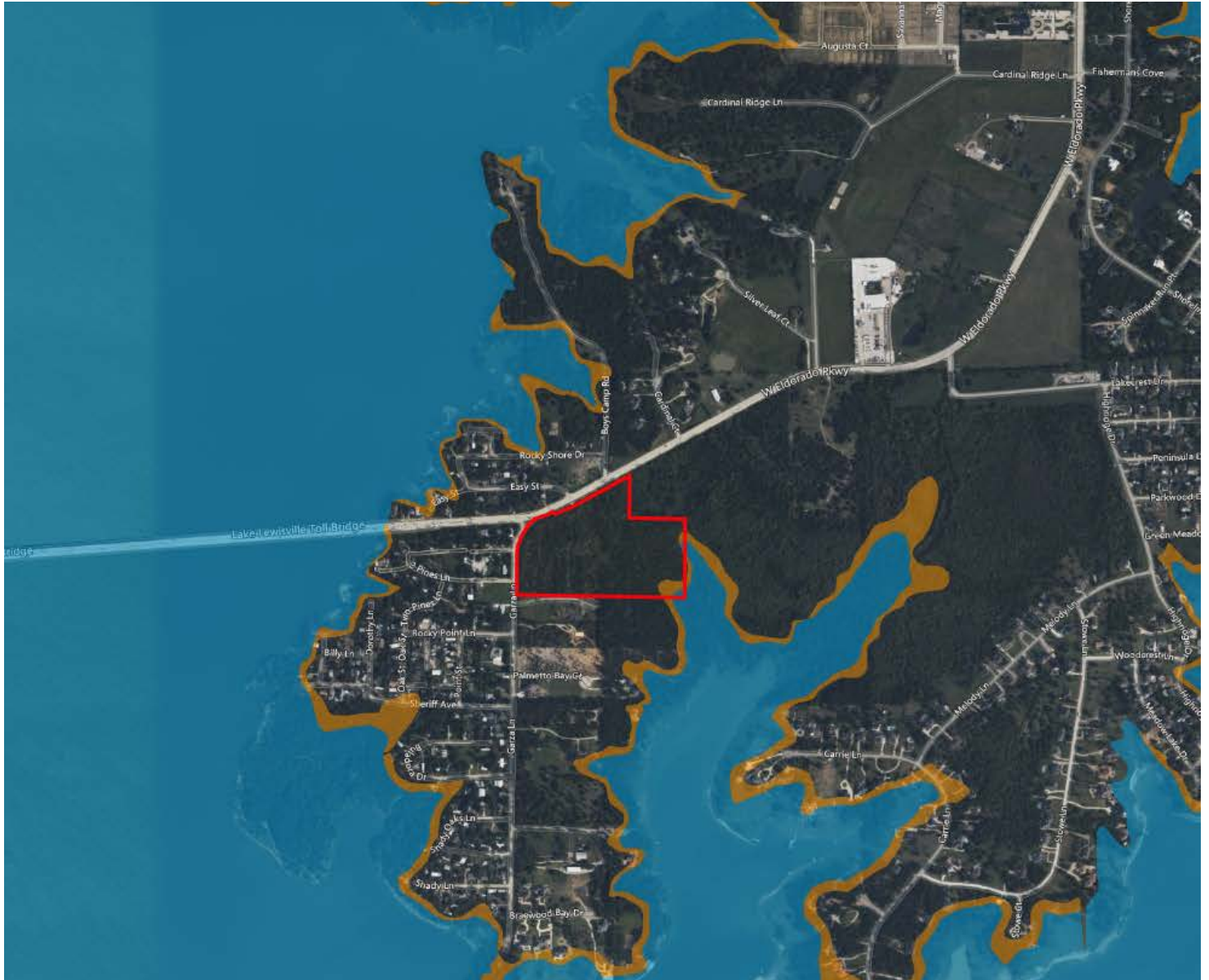
**THENCE:** South 89 degrees 55 minutes 42 seconds East, with the north line of said Lakewood tract, and with the south line of said Albourne tract, a distance of 417.42 feet to the found 1/2 inch rebar with a plastic cap marked 5560 for the most easterly northeast corner of said Lakewood tract, same being an ell corner of said Albourne tract;

**THENCE:** South 00 degrees 03 minutes 17 seconds West, with the east line of said Lakewood tract, and with the west line of said Albourne tract, a distance of 612.04 feet to a point on the north line of said Cluff tract for the southeast corner of this tract, from said point a found 1\2 inch rebar being the southeast corner of said Lakewood tract bears South 00 degrees 03 minutes 17 seconds West, a distance of 0.65 feet, said point being North 89 degrees 45 minutes 39 seconds West, a distance of 44.85 feet from found 1/2 inch rebar being the northeast corner of said Lot 1, Block A of said Subdivision, same being the northeast corner of said Cluff tract, said rebar also being on the boundary line of Lake Lewisville;

**THENCE:** North 89 degrees 45 minutes 42 seconds West, with the north line of said Cluff Tract, and the north line of said Lot 1, a distance of 5.254 feet to the **POINT OF BEGINNING** and containing 19.94 acres of land

**EXHIBIT B**

## DEVELOPER PROPERTY DEPICTION



**EXHIBIT C**  
**Concept Plan**



## EXHIBIT D

### PERIMETER LANDSCAPING AND SIDEWALK





**EXHIBIT D-1**

**MONUMENT SIGN DEPICTION**



**Exhibit E**

**WATER AND WASTEWATER FACILITIES EXHIBIT**





## EXHIBIT F

### GENERAL LOCATION OF THE REGIONAL LIFT STATION



## **EXHIBIT G**

### **DEVELOPMENT STANDARDS**

<b>Development Standards</b>	<b>TYPE A</b>	<b>TYPE B</b>
Number of Lots	30	13
Minimum Front Yard	20 ft	20 ft
Minimum Front Yard for porches and swing in garages	20 ft	20 ft
Minimum Side Yard - Dwelling or Accessory Structure <sup>1</sup>	12 ft	7 ft
Minimum Rear Yard - Pool and/or Spa	10 ft	5 ft
Minimum 80% masonry (brick, stone, stucco only)	YES	YES
<b>Lot Dimensions</b>		
Minimum Area	0.33 AC	0.20 AC
Minimum Width *Cul-de-sac déviations acceptable	70 ft	70 ft
<b>Dwellings</b>		
Minimum Dwelling Area - Single Story	3,000 sq ft	2,000 sq ft
Minimum Ground Floor Dwelling Area - Two Story	2,500 sq ft	1,500 sq ft
Maximum Height\Stories	2.5	2.5
Maximum Lot Coverage front yard <sup>2</sup>	50%	50%
Ground Floor Minimum Elevation (above mean sea level)	540 ft	540 ft
Fencing Materials	Cedar	Cedar
Driveway Width (minimum)	12 Feet	10 feet

Driveway minimum distance from side Property line	3 feet	3 feet
Minimum Garage Size	25' width 22' depth	25' width 22' depth
Front-facing garages allowed <sup>5</sup>	NO	YES
Carports Permitted	NO	NO
Detached Garage Apartment permitted	YES	NO
Guest House	NO	NO
Accessory Structures <sup>3</sup>	YES	YES
<b>Landscaping</b>		
Minimum number of trees <sup>4</sup>	2	2
Ground cover (shrubs)	15	10

1. Air conditioner equipment, pool equipment, and similar appurtenances are permitted in the side yard, but must be located at least four feet from the property line.
2. For corner lots, the 50% coverage applies to each front yard individually
3. The exterior facades of accessory structures (excluding greenhouses) two hundred fifty (250) square feet or greater in size shall be constructed using the same exterior construction materials as the dwelling and match the façade of the home.
4. Existing trees included.
5. Garages located behind gated motor court access are not considered to be front-facing, regardless of orientation.

January 8, 2024

Ms. Linda Ruth  
Town of Lakewood Village  
100 Highland Drive  
Lakewood Village, Texas

**Re: Villas at Lakewood Village – Plat Review – 2<sup>nd</sup> Review  
Plat Review & Recommendation**

Dear Ms. Ruth:

Eikon has completed our 2<sup>nd</sup> review of the submitted preliminary plat with associated drawings and supporting documentation. We have found them to still be deficient in enabling us to complete a thorough review.

Based on the comments provided, we are recommending denial of the preliminary plat. We recommend that the applicant address the comments and resubmit for further review.

Please let us know if you have any questions.



Regards  
Kevin Ware, PE



January 8, 2024

Villas at Lakewood Village  
2<sup>nd</sup> Review Comments for Preliminary Plat

A. General Comments:

1. All design sheets only show surveyor information and no engineering or company information. Provide on all sheets.
2. Revise the text in the title block to show "Town of Lakewood Village" instead of City.
3. Surveyor's company information shows a company expiration date of 12/31/23. Please update.

B. Page 1 Comments:

1. Include Texas Firm Number under Engineering Information.

C. Sheet C -101 Comments:

1. The Drainage Report (Page 3 of 37) states that calculations are shown on Sheet C-101 for the twin culvert "under the street where the blue line exists". Provide these calculations.

D. Sheet C-103 and C-103.1 Comments:

1. Calculations for the culverts do not match the drainage report. Please add the calculations to the plans.
2. There is still lot-to-lot drainage shown which is not allowed. Provide details on how lot-to-lot drainage will be eliminated. This needs to be shown to determine that lots are viable.
3. Details of the proposed retaining wall at the cul-de-sac need to be included for review.
4. Show details of how the pond will be contained to prevent flooding of lots. The details of this design will impact the potential usage of the adjacent lots.
5. Pad callouts should be provided to determine if lots are viable.
6. Confirm that all grading can be completed within the property limits or provide access letter from adjacent property.

E. Sheet C-111 Comments:

1. Provide drainage calculations for pre- and post-developed conditions on the plans.

F. Sheet L-1 Comments:

1. A typical section of the proposed roadway is shown on Sheet L-1. This does not match certain portions of the roadway. Please include cross-sections for all scenarios.

Please let us know if you have any questions.

A handwritten signature in blue ink, appearing to read "Kevin Ware".

Regards

Kevin Ware, PE



## EXHIBIT A

December 18, 2023

Via: [mark@lakewoodvillagetx.us](mailto:mark@lakewoodvillagetx.us)

Mark Vargus  
100 Highland Drive  
Lakewood Village, TX 75068

**RE: Proposal for Services  
Town of Lakewood Village  
Lakewood Village, TX  
JBI Project No. LWV006**

Dear Mr. Vargus:

Thank you for permitting us the opportunity to submit this proposal for services on the referenced property. Our proposal is based on the following:

- North of Eldorado near gas station Topo & Sewer Study.
- Alignment of Lakewood Village Drive around existing home of Eldorado West Property LLC.
- Treated Water for irrigation. Preliminary Study & Cost Estimate.

### SCOPE OF WORK

#### ENGINEERING:

- E-1 North of El Dorado** – We will prepare an exhibit which shows the topography north of El Dorado including the existing gas station and recommend an appropriate sewer bore location onto Garza or Skoburg subdivision. Hourly Estimate \$2000.
- E-2 Alignment of Lakewood Village Dr.** – We will create a base map and work a solution to get a secondary access to Taylor Morrison's tract. Hourly Estimate \$3000.
- E-3 Treated Water for Irrigation** – We will look up TCEQ requirements and establish line location and size from the treatment plant to the north end of the Enclave to the pond. We will calculate the preliminary size of line and appropriate pump from treatment plant. We will prepare a preliminary cost estimate. Hourly Estimate \$7000.

#### FEES

For the scope of work described herein, we propose to be compensated as shown. These fees are noted to be hourly, the amount shown is an estimate because the time necessary to complete the task is unknown depending on the requirement of more work as required by Lakewood Village. Hourly based fees will be billed in accordance with the attached Hourly Fee Schedule, Exhibit "C". For your budgeting purposes, an estimated fee has been shown for hourly-based fees.

Non-labor expenses will be charged at cost plus ten (10%) percent. These expenses include all necessary and related non-labor expenses incurred by JBI Partners, Inc., which are directly chargeable to the work. These generally include expenses for reproduction, deliveries and filing fees.

## TERMS AND CONDITIONS

The attached Exhibit "B", Standard Terms and Conditions, outlines other terms and conditions of the proposal.

Services which are not expressly written in this agreement will be considered additional services. JBI Partners, Inc. will not proceed with any additional services without your prior authorization. Some of those services may include: traffic studies, geotechnical studies, off-site improvements design and surveying, perimeter road design and surveying, perimeter utility design and surveying, re-topo of phased improvements, environmental studies, water system flow and pressure studies, storm water pollution prevention plan. Projects which are directed to stop and restart will incur additional cost.

JBI Partners, Inc. is NOT a structural engineering firm and is not responsible for the performance of any retaining wall(s). JBI does not make recommendations for Corps of Engineer Water of the U.S. delineations.

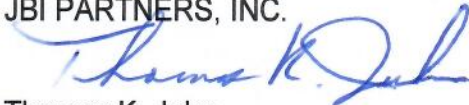
This proposal is valid for sixty (60) days from the date of its submittal; if not accepted by the end of the 60-day period, it is subject to change, renegotiation or withdrawal at the option of JBI Partners, Inc.

If this proposal is acceptable, please signify your acceptance below and initial each page of the attached exhibits. Please return one fully executed original to us.

Should you have any questions, please do not hesitate to contact us. Thank you for allowing us to submit this proposal.

Sincerely,

JBI PARTNERS, INC.



Thomas K. Juhn  
President/Partner

---

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_ Title: \_\_\_\_\_

Printed name: \_\_\_\_\_

CC Linda Ruth



**EXHIBIT B**  
**STANDARD TERMS AND CONDITIONS**

**I. SERVICES TO BE PERFORMED BY JBI PARTNERS, INC.**

JB Partners, Inc. ("JB") agrees to perform the services as described in the attached letter proposal (the "Proposal"). The "Client" shall be that entity and/or person who executes this proposal.

It is understood and agreed that JB's services under the Proposal are limited to consulting services to the Client and do not include participation in or control over the operation of any aspect of the project. Compensation on this project does not include any amount for participating in or controlling any such operation.

**COMPENSATION**

The compensation to be paid to JB for providing the requested services is specified in the Proposal with estimated amounts for hourly services, and fixed fee amounts for lump sum services. Unless otherwise stated in the Proposal, both lump sum and hourly fee amounts shall remain in effect for one (1) year after the date of the Proposal; thereafter, fees are subject to change upon notification to the Client by JB.

Services that are performed on an hourly basis will be billed in accordance with the attached Hourly Fee Schedule. Services that are performed on a lump sum basis reflect a fixed price for the service described, and are billed based on percentage of completion.

Reimbursable expenses shall be charged at actual costs plus an administrative charge of ten percent (10%). Reimbursable expenses include all necessary and related non-labor expenses incurred by JB, which are directly chargeable to the work. These generally include expenses for reproduction, deliveries, filing fees and pass through of sub-consultant fees.

**II. INVOICE PROCEDURES AND PAYMENT**

JB shall submit invoices to the Client for work accomplished during each calendar month. JB will submit invoices on or about the twenty-fifth (25<sup>th</sup>) day of the month in which the work was accomplished, and shall be due and payable by the Client upon receipt.

The Client hereby agrees that payment as provided herein will be made for said work within thirty (30) days from the date the invoice for same is mailed to the Client or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at eighteen percent (18%) per annum after they have been outstanding for over thirty (30) days. JB reserves the right to suspend or terminate, at JB's discretion, all services on the Client's project without notice if an invoice remains unpaid forty-five (45) days after the date of the invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.

**III. SUSPENSION AND TERMINATION OF WORK**

In the event the Client suspends, cancels or terminates JB's services, JB shall be given seven (7) days prior written notice of such action and shall be compensated for the services and reimbursable expenses up to the date of suspension, termination or cancellation. The Client understands that the suspension of work by JB will cause JB to incur additional costs to suspend and resume work, and the Client agrees to reimburse JB for such additional costs.

At any time after a suspension of work at the direction of the Client, the Client shall inform JB of the date when the Client wishes JB to resume work. The Client shall give JB reasonable notice of the proposed date of JB's resumption of work. Before resuming work, JB shall inform the Client of the additional costs incurred by JB because of the suspension of work. The Client shall agree with JB on these additional costs before JB will resume work. This payment shall be in addition to any other charges for services. The fee for incomplete portions of the work is subject to renegotiation after a suspension period of one hundred twenty (120) days.



#### **IV. CONTRACTUAL LIEN TO SECURE PAYMENT**

The Client hereby grants to JBI a contractual lien in addition to all constitutional, statutory and equitable liens that may exist on the property on which the work is being performed and all improvements thereon, to secure payment for all debts owed, now or in the future, to JBI by the Client including those arising as a result of JBI's services provided in accordance with the Proposal. The Client grants JBI the authority and right to file a copy of the Proposal in the Deed Records of the county or counties where the above project is located to give notice of JBI's lien rights.

#### **V. OWNERSHIP OF DOCUMENTS**

The Client acknowledges that JBI's documents, including electronic files, are instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to JBI. The Client shall not reuse or make any modification to the documents without the prior written authorization of JBI. The Client agrees, to the fullest extent by law, to indemnify and hold harmless JBI, its officers, directors, employees and subconsultants against any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from or allegedly arising from or in any way connected with unauthorized reuse or modification of the documents by the Client or any person or entity that acquires or obtains the documents from or through the Client without written authorization of JBI.

#### **VI. RECORD DOCUMENTS**

If professional services are provided related to record documents, JBI shall compile and deliver to the Client a reproducible set of record documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Client and the Client's contractors. These record documents will show significant changes made during construction. Because these record documents are based on unverified information provided by other parties, which JBI shall assume will be reliable, JBI cannot and does not warrant their accuracy.

#### **VII. COST ESTIMATES**

The Client hereby acknowledges that JBI cannot warrant or guarantee that any cost estimates provided by JBI will not vary from actual costs incurred by the Client.

#### **VIII. FIDUCIARY RESPONSIBILITY**

The Client confirms that neither JBI nor any of the subconsultants or subcontractors has offered any fiduciary service to the Client and no fiduciary responsibility shall be owed to the Client by JBI or any of JBI's subconsultants or subcontractors, as a consequence of JBI's providing any services under this Proposal.

#### **IX. STANDARD OF CARE**

In providing services under the Proposal, JBI will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. JBI makes no warranties, expressed or implied, in connection with the services rendered pursuant to this agreement.

#### **X. LIMITATION OF LIABILITY**

The Client agrees, to the fullest extent permitted by law, to limit the liability of JBI and JBI's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of JBI and JBI's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$2,000,000 (two million dollars) or three (3) times the Consultant's total fee for services rendered on this Project, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.



#### **XI. CONSTRUCTION ADMINISTRATION/CONSTRUCTION MANAGEMENT/CONSTRUCTION INSPECTION SERVICES**

If construction administration, construction management or construction inspection services are provided, neither the professional activities of JBI, nor the presence of JBI or its employees and subconsultants at a construction/project site, shall impose any duty on JBI, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. JBI and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client also agrees that the Contractor shall defend and indemnify the Client, JBI and JBI's subconsultants. The Client also agrees that the Client, JBI and JBI's subconsultants shall be made additional insured's under the Contractor's policies of general liability insurance.

#### **XII. CONSTRUCTION BIDDING/CONTRACTING SERVICES**

If professional services are provided for construction bidding and/or contract preparation, JBI shall rely on the Client to furnish a form of owner/contractor agreement. If Client does not have a form of agreement, JBI will provide a form, however it shall be the Client's responsibility to fully understand the owner/contractor agreement. JBI recommends the Client have legal counsel review the agreement. JBI shall not be held responsible for either the Client's or Client's contractors' failure to understand the agreement and related contract documents.

#### **XIII. CONSTRUCTION CONTROL STAKING SERVICES**

If professional services are provided for construction control staking, JBI will rely solely on the requests of the Client, Client's construction manager and/or Client's contractors to notify JBI when stakes are needed. The Client, Client's construction manager and/or Client's contractors shall give JBI forty-eight (48) hours notification of needed staking.

JBI will provide construction control stakes as outlined in the proposal. The Client, Client's construction manager and/or Client's contractors shall field review the construction control staking, with the plans, prior to construction and shall notify JBI of any questions before construction commences. JBI shall not be responsible for any construction errors or omissions that result from any contractor on the project using only construction control stakes to build by, and not referring to the construction documents.

#### **XIV. ASSIGNMENT**

Neither the Client nor JBI will assign or transfer its interest in the Proposal without the written consent of the other.

#### **XV. CLIENT COOPERATION**

The Client agrees to timely provide all information required by JBI to perform its services so as not to delay such performance. The Client further agrees to fully cooperate with JBI in the performance of the Proposal.

#### **XVI. PERMITTING AND APPROVALS**

In cases where the scope of services requires JBI to submit, on behalf of the Client, a permit application and/or approval by any third party of the Proposal, JBI does not make any warranties, guarantees, or representations as to the success of our effort on behalf of the Client. Payment for services rendered by JBI is not contingent upon the successful acquisition of these permits or approvals.

**XVII. JBI'S RELIANCE ON CLIENT AND THIRD PARTIES**

The Client agrees that JBI will rely on the accuracy and validity of all information provided by the Client, the work of third parties (including but not limited to consultants, contractors and other professionals), and public records. JBI is not expected or required by the Client to conduct further inquiry into the accuracy or validity of such information unless specifically stated otherwise in the Proposal. Further, it shall be the Client's responsibility to retain third parties for the project unless specifically stated otherwise in the Proposal. JBI shall not be responsible for directing third parties who are not contracted with JBI.

**XVIII. HAZARDOUS WASTES, MATERIALS, OR SUBSTANCES**

JBI shall not be responsible for or have control over the discovery, presence, handling, removal, transport, or disposal of hazardous waste, materials, or substance in any form on the project site.

**XIX. WAIVER**

Any failure by JBI to require strict compliance with any provision of the Proposal or these Terms and Conditions shall not be construed as a waiver of such provision, and JBI may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

**XX. ENTIRETY OF AGREEMENT**

The Proposal and these Standard Terms and Conditions embody the entire agreement and understanding between the parties thereto, and there are not other agreements and understandings, oral or written, with reference to the subject matter thereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of the Proposal shall be valid unless made in writing, signed by both parties thereto.

**XXI. MEDIATION**

If a dispute arises out of or relates to the Proposal, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by non-binding mediation before having recourse to arbitration or a judicial forum. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by the Client concerning or related to the Proposal and all subcontracts executed by JBI.

**XXII. THIRD PARTY BENEFICIARIES**

The Client and JBI agree that there are no intended or otherwise, third-party beneficiaries to this contract.

**XXIII. GOVERNING LAW**

This Proposal shall be governed by and construed according to the laws of the State of Texas.



**EXHIBIT C**  
**HOURLY FEE SCHEDULE**

<u>Title</u>	<u>Hourly Rate</u>
Sr. Engineer Principal (PE)	\$295
Engineer Principal (PE)	\$260
Project Manager (PE)	\$230
Project Engineer (PE)	\$210
Senior Engineer	\$185
Engineer	\$165
Sr. Engineer Technician	\$150
Graduate Engineer	\$135
Sr. Construction Manager	\$205
Construction Manager	\$180
Construction Estimator	\$160
Inspector	\$140
Surveyor Principal (RPLS)	\$230
Professional Land Surveyor (RPLS)	\$200
Sr. Survey Technician	\$160
Survey Technician	\$130
Survey Technician (1-man)	\$140
Survey Field Crew (2-man)	\$190
Survey Field Crew (3-man)	\$240
Sr. Landscape Architect Principal (PLA)	\$260
Landscape Architect Principal (PLA)	\$230
Landscape Architect Project Manager (PLA)	\$170
Sr. Landscape Designer	\$135
Landscape Designer	\$115
Land Planner Principal (AICP)	\$260
Land Planner	\$140
Administrative	\$120

