

REPOSTING TO ADD E.3.



**LAKEWOOD VILLAGE TOWN HALL
100 HIGHRIDGE DRIVE
LAKEWOOD VILLAGE, TEXAS
TOWN COUNCIL MEETING
AUGUST 31, 2023 6:30 P.M.**

SPECIAL 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.

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 – PD2 –to Planned Development – PD.

D. PUBLIC HEARING: A public hearing is scheduled to provide an opportunity for citizen comment on a proposed zoning change to property described as Parcel 1: Denton CAD Property ID 45679, being an approximate 19.0230 acre tract of land in Denton County, Texas, legally described as A1169A B.C. Shahan, Tr 45, 19.023 acres, Old DCAD Tr #3C; Parcel 2; Denton CAD Property ID 133249, being an approximate 19.1390 acre tract of land in Denton County, Texas, legally described as A1169A B.C. Shahan, Tr 45A, 19.139 acres, Old DCAD Tr #3C(1); to change the zoning from a

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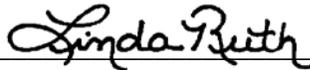
Single-Family Residential – District 6 zoning to Planned Development – PD.

E. REGULAR AGENDA:

1. Consideration of Zoning for The Enclave and The Arbors at Lakewood Village (Vargus)
2. Consideration of Zoning for Northshore Development (Vargus)
3. Consideration of Contract with AUC Group for Portions of the Wastewater Treatment Plant Expansion (Vargus)

F. ADJOURNMENT

I do hereby certify that the above notice of meeting *was re-posted to add E.3.* on the designated place for official notice at 12:15 p.m. on Monday, August 28, 2023.



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 LAKWOOD VILLAGE MUNICIPAL DEVELOPMENT DISTRICT may attend this meeting. No action will be taken by the MDD board.

TOWN OF LAKEWOOD VILLAGE, TEXAS

ORDINANCE NO. 23-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-1 Ordinance 20-08 and Planned Development -2 Ordinance 21-04 are 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 31st day of August 2023.

Dr. Mark E. Vargus
Mayor

ATTESTED TO:

Linda Ruth, TRMC, CMC
Town Administrator/Town
Secretary



APPROVED AS TO FORM:

Wm. Andy Messer
Town Attorney

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 BEGINNING 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
Setbacks			
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 ²
Minimum Width	90 ft	70 ft	50 ft
Minimum Depth	None	None	None

Dwellings			
Minimum Dwelling Area – Single Story	2,400 ft ²	1,800 ft ²	1,400 ft ²
Minimum Ground Floor Dwelling Area – Two Story	2,400 ft ²	1,800 ft ²	1,200 ft ²
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, 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.

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, 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: 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. Homes with the same color exterior may not be constructed adjacent to each other.

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 and earthen berms may be constructed in lieu of the wrought iron or tubular steel fence. 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. Sidewalks: No sidewalks are required except that the developer shall construct six-foot (6') wide sidewalks in the locations depicted on Concept Plan.
- 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.
- 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 D Screening Plan

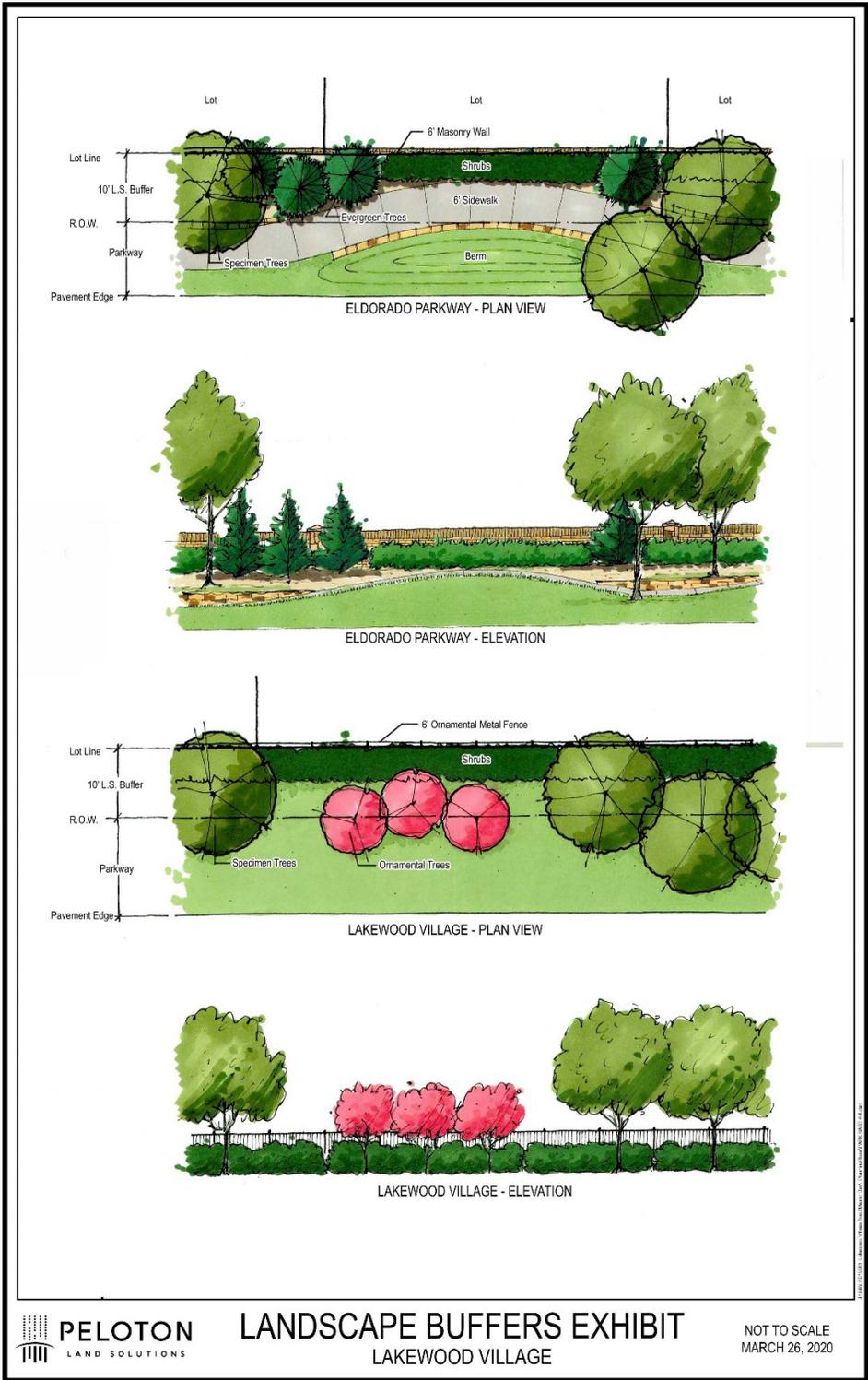


EXHIBIT E
Planting Plan(s)



TOWN OF LAKEWOOD VILLAGE, TEXAS

ORDINANCE NO. 23-XX

AN ORDINANCE AMENDING LAKEWOOD VILLAGE'S COMPREHENSIVE ZONING ORDINANCE NO. 19-02; REZONING A TRACT OF LAND CONSISTING OF 38.177 ACRES, MORE OR LESS, SITUATED IN THE BENJAMIN C. SHAHAN SURVEY, ABSTRACT NO. 1169, IN THE TOWN OF LAKEWOOD VILLAGE, DENTON COUNTY, TEXAS HERETOFORE ZONED SINGLE FAMILY RESIDENTIAL DISTRICT 6 (SF-6) IS REZONED PLANNED DEVELOPMENT-X SINGLE FAMILY RESIDENTIAL (PD-4); 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 Skorburg Company to rezone 38.177 acres of land, more or less, situated in the Benjamin C. Shahan Survey, Abstract No. 1169, 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 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 in the body of this Ordinance as if fully set forth herein.

SECTION 2: Amendments to Lakewood Village's Comprehensive Zoning Ordinance No. 19-02.

Lakewood Village's Comprehensive Zoning Ordinance No. 19-02 is amended as follows: The zoning designation of the below described property containing 38.177 acres, more or less, situated in the Benjamin C. Shahan Survey, Abstract No. 1169, 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).

Lakewood Village's Comprehensive Zoning Ordinance No. 19-02 is amended as follows: The zoning designation of the below described property containing 38.177 acres, more or less, situated in the Benjamin C. Shahan Survey, Abstract No. 1169, 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 and Zoning Planned Development-OJ Ordinance No. 19-10 shall each 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 phrases 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 this 31st day of August 2023.

Dr. Mark Vargus
Mayor



ATTESTED TO:

Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary

APPROVED AS TO FORM:

Wm. Andy Messer
Town Attorney

Exhibit A
Legal Description

BEING A 38.177 ACRE TRACT OF LAND SITUATED IN THE BENJAMIN C. SHAHAN SURVEY, ABSTRACT NO. 1169, CITY OF LAKEWOOD VILLAGE, DENTON COUNTY, TEXAS.

Exhibit B
Development Standards

1. Permitted Uses

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

- Single Family Residence
- Garage Apartment - C
- Guest House - C
- Accessory Structure - C
- Child-Care: Home - C
- Home Occupation - C
- Homebuilder Marketing Center - C
- Parks or Open Space
- 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.

2. Development Standards – Single Family Residential

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

3. TABLE 1

Development Standards	TYPE A¹	TYPE B⁴	TYPE C
Number of Lots	5	56	17
Minimum Front Yard	20 ft	20 ft	20 ft
Minimum Front Yard for porches and swing in garages	20 ft	20 ft	20 ft
Minimum Side Yard - Dwelling or Accessory Structure ²	12 ft	12 ft	7 ft
Minimum Rear Yard - Pool and/or Spa	10 ft	10 ft	5 ft
Minimum 80% masonry (brick, stone, stucco only)	YES	YES	YES
Lot Dimensions			
Minimum Area	0.5 AC	0.33 AC	0.20 AC
Minimum Width *Cul-de-sac déviations acceptable	70 ft	70 ft	70 ft

Dwellings			
Minimum Dwelling Area - Single Story	3,000 sq ft	3,000 sq ft	2,000 sq ft
Minimum Ground Floor Dwelling Area - Two Story	3,000 sq ft	2,500 sq ft	1,500 sq ft
Maximum Height\Stories	2.5	2.5	2.5
Maximum Lot Coverage front yard ³	50%	50%	50%
Ground Floor Minimum Elevation (above mean sea level)	540 ft	540 ft	540 ft
Fencing Materials	Town Fence Ordinance	Cedar board on board	Cedar board on board
Driveway Width (minimum)	12 Feet	12 Feet	10 feet
Driveway minimum distance from side Property line	3 feet	3 feet	3 feet
Minimum Garage Size	25' width 22' depth	25' width 22' depth	25' width 22' depth
Front-facing garages allowed ⁷	NO	NO	YES
Carports Permitted	NO	NO	NO
Detached Garage Apartment permitted	YES	YES	NO
Guest House	YES	NO	NO
Accessory Structures ⁵	YES	YES	YES
Landscaping			
Minimum number of trees ⁶	3	2	2
Ground cover (shrubs)	15	15	10

4.

1. Type A Lots are Block B, Lots 7,8,9,10 and 11
2. 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.
3. For corner lots, the 50% coverage applies to each front yard individually
4. For Block B Lots 4-6, 12, 15, 18-30; and Block D Lots 1-7, 17-18 the side yard setbacks are seven (7) foot minimums.
5. 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.
6. Existing trees included.
7. Garages located behind gated motor court access are not considered to be front-facing, regardless of orientation.

A. 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.

- B. Lot Size: The minimum lot size for each lot type shall be as shown in Table 1.
- C. Dwelling Area: The minimum dwelling area for each lot type shall be as shown in Table 1.
- D. Front Yard: The minimum front yard shall be as shown in Table 1 as measured from the front ROW line.
- E. Side Yard: The minimum side yard shall be as shown in Table 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.
- F. Rear Yard: The minimum rear yard for each lot type shall be as shown in Table 1.
- G. Driveway Width: The minimum driveway width shall be as shown in Table 1. Additionally, the minimum distance from the side property line shall be three (3) feet.
- H. Floodplain: Any floodplain included within the limits of a single-family lot shall be designated as a no-build easement on the final plat.
- I. Ground Floor Elevation: Ground Floor Minimum Elevation (above mean sea level) shall be as shown on Table 1.
- J. Architectural Standards: The following architectural standards shall apply to all single-family homes within this Planned Development District:
 - 1. Exterior Facade Building Materials: All 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 on the main roof. Roof pitch may be reduced on window box-outs, bay windows, roof dormers, or similar architectural feature.
 - 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. Exposed gutters shall be compatible with the surface to which they are attached.
 - 4. Garages: For Type A and Type B lots, 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. For Type C lots, front entry garages shall be permitted. Garages located behind a gated motor court access are not considered front entry, regardless of orientation. The minimum garage size is twenty-two (22) feet in depth by twenty-five (25) feet in width.

- a. 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 are permitted. Carports are not permitted within this Planned Development District.
5. Accessory Structures: Accessory structures are permitted within this Planned Development district. 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.
- a. Detached Garage Apartments: Detached garage apartments are permitted on Type A and Type B lots. Detached garage apartments are not permitted on Type C lots.
 - b. Guest Houses: Guest houses are permitted on Type A lots. Guest houses are not permitted on Type B and Type C lots.
6. Landscaping: Required landscaping For Type B and Type C shall include a minimum of two (2) four-inch (4") caliper shade trees. Required landscaping For Type A lots shall included a minimum of three (3) four-inch (4") caliper shade trees. Existing trees shall be counted toward the minimum requirement. Additionally, For Type A and Type B lots at least fifteen (15) shrubs with a minimum height of twenty- four inches (24") shall be planted. For Type C Lots at least ten (10) shrubs with a minimum height of twenty- four inches (24") shall be planted. All lots must have automatic sprinklers.
7. Fencing: The fence requirements for all single-family lots within this Planned Development District shall be:
- a. Front: Front fences are not required within this Planned Development. 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.
 - b. Side and Rear: All fences constructed along the side and rear property lines between lots shall be board-on-board, stained, and weather-treated with steel posts and be a minimum of six-foot (6') in height. Notwithstanding the foregoing, the Town Ordinance shall apply to fences constructed along the side and rear property lines of Type A lots.
 - c. Special Provisions for Waterfront Properties:
 - i. For any fence where any portion will be constructed in the floodplain, the property owner must submit construction plans along with written letters

of approval from the US Army Corp of Engineers and the Lakewood Village Floodplain Administrator prior to the Town issuing a permit.

- ii. Solid fences such as masonry walls, stockade-type, and board on board are not permitted in the floodplain.

 - 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.
8. Retaining Walls: All retaining walls shall be constructed of concrete and/or stone materials.

 9. Driveway, Front Walkway, and Front Porch Materials: Driveways, front walkways, and front porches must be constructed of concrete, complementary brick pavers, natural stone, interlocking pavers, stamped concrete, exposed aggregate, or salt with stain finish and may be 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.

 10. Patios: All front yard patios must be covered and included in the roofline of the home.

 11. Chimneys: All chimneys must have decorative metal caps.

 12. 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.

 13. 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.

5. General Conditions – Single Family Residential

- A. Entry 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 right-of-way expansion for the Entry Street, as generally depicted in **Exhibit D and Exhibit D-1**. 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.

- B. Entry Feature: Developer shall, as its sole cost and expense, design and construct at no cost to the Town and with Town approval, an entry feature to be located at the entrance to the development from Eldorado Parkway (the “**Entry Feature**”). The Town shall approve the

design of the entry feature depicted in **Exhibit F** but may also approve alternate design features at the request of Developer.

- C. Entry Street Sidewalk: In accordance with Town Regulations, as amended, and at a location as generally depicted in **Exhibit D and Exhibit D-1**, Developer shall design and construct a five (5) foot meandering sidewalk adjacent to the right-of-way. Such sidewalk shall be designed and constructed at Developer's sole cost and expense. Plans, dimensions, and location of such sidewalk shall be subject to Town approval.
- D. Sidewalks: Internal sidewalks are not required within this Planned Development district.
- E. Open Space and Park Space: Developer agrees to dedicate a minimum of three (3) 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 Entry Feature, landscape buffer, and all open space lots. The dedication will occur at Final Plat in accordance with this Agreement and Town Regulations. The 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 this Planned Development District under the Town's comprehensive zoning ordinance (Ordinance No. 19-02, as amended).
- F. Streets: Streets shall consist of a sixty (60) foot wide right-of-way with a twenty-two (22) foot paving section.. 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 and pavement sections may be modified to accommodate the divided entry, and other unique project features.
- G. Alleys: Alleys are not required within this Planned Development district.
- H. 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, except for the entry street. 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.
- I. Temporary Signs: 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.
- J. 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
- K. Applicable Standards: 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, Zoning Ordinance 19-10, 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 three (3) years from the adoption of these regulations.

Exhibit D
Entry Landscaping and Sidewalk
West of development entrance

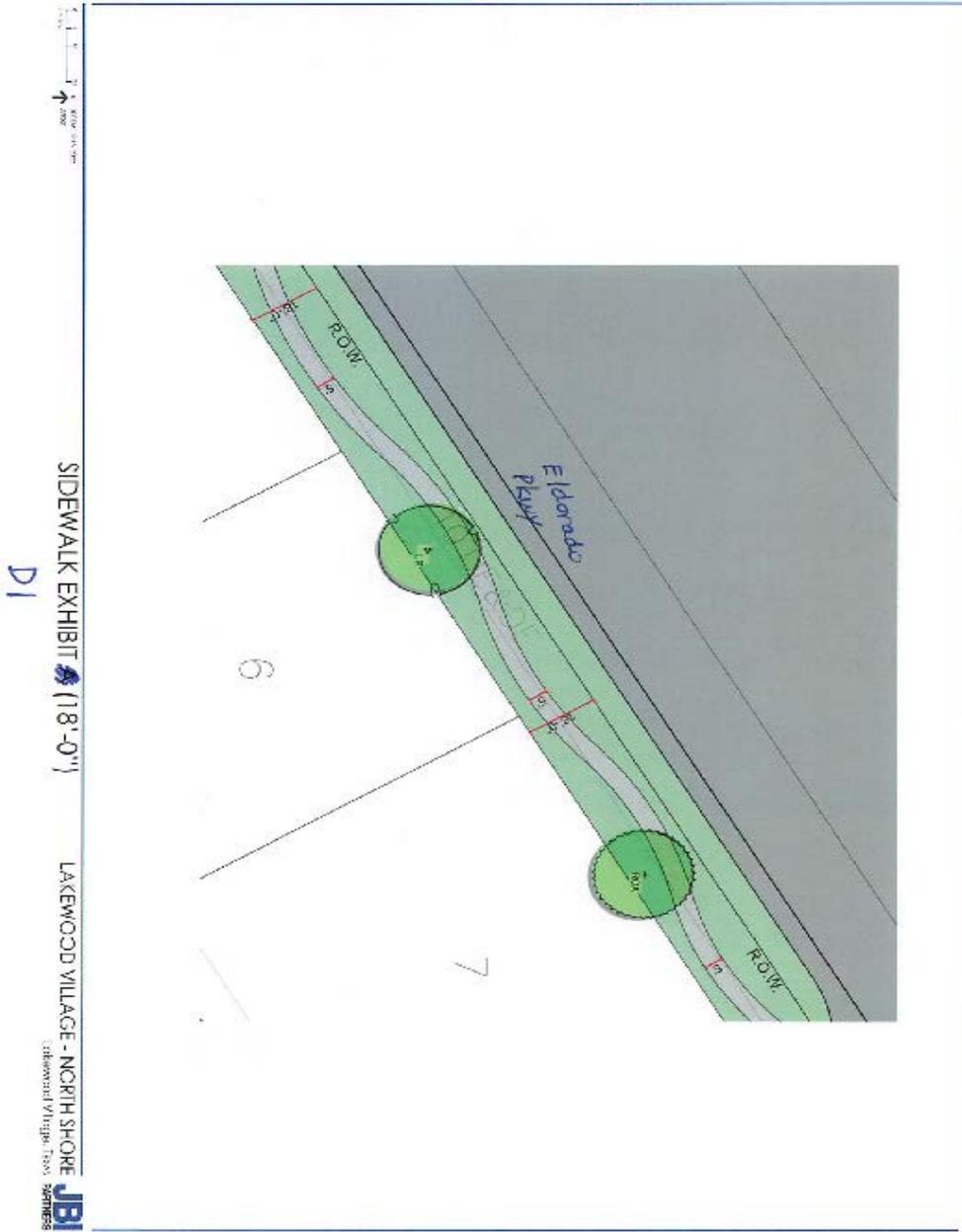


Exhibit D-1
Entry Landscaping and Sidewalk
East of development entrance

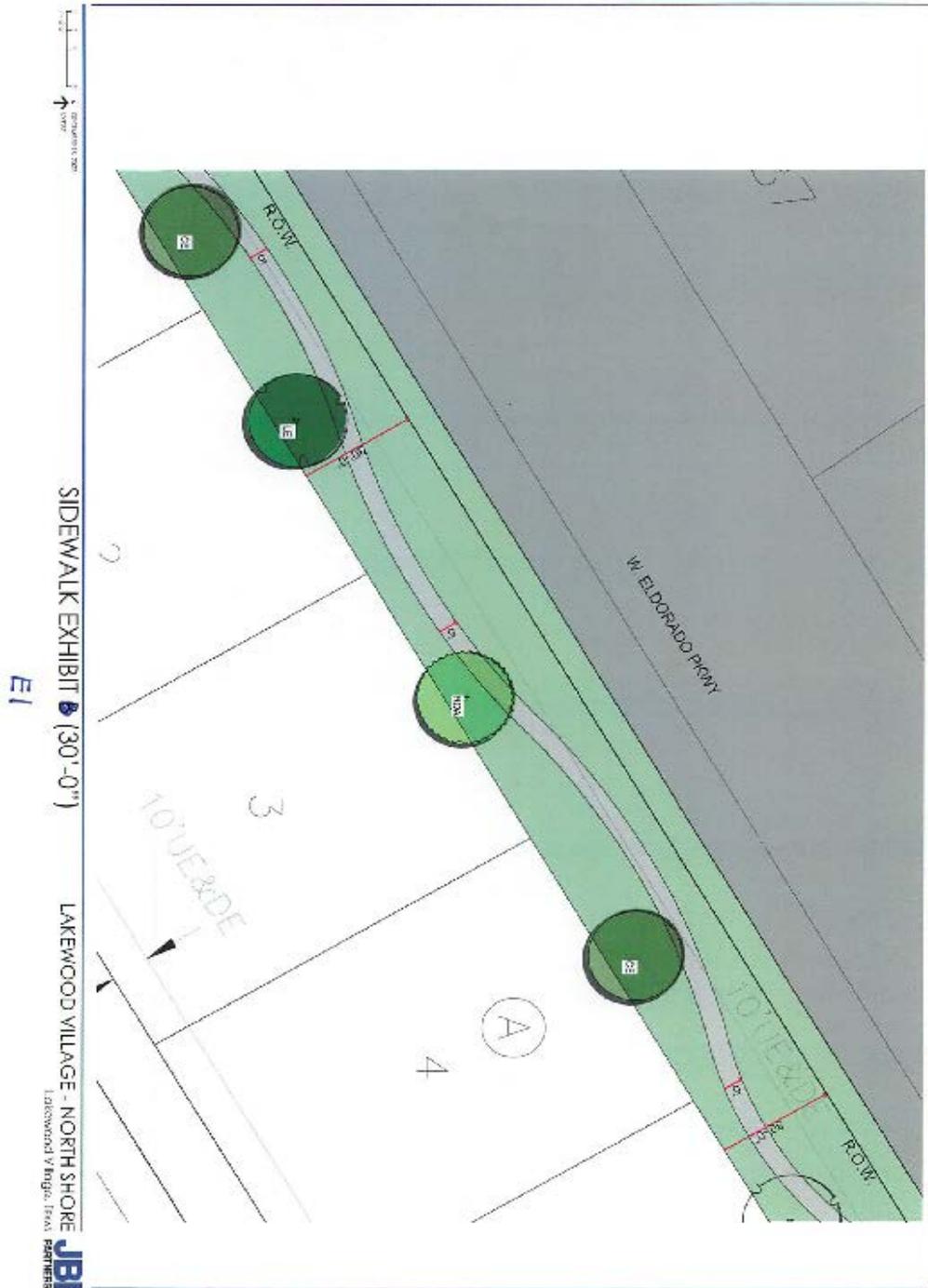
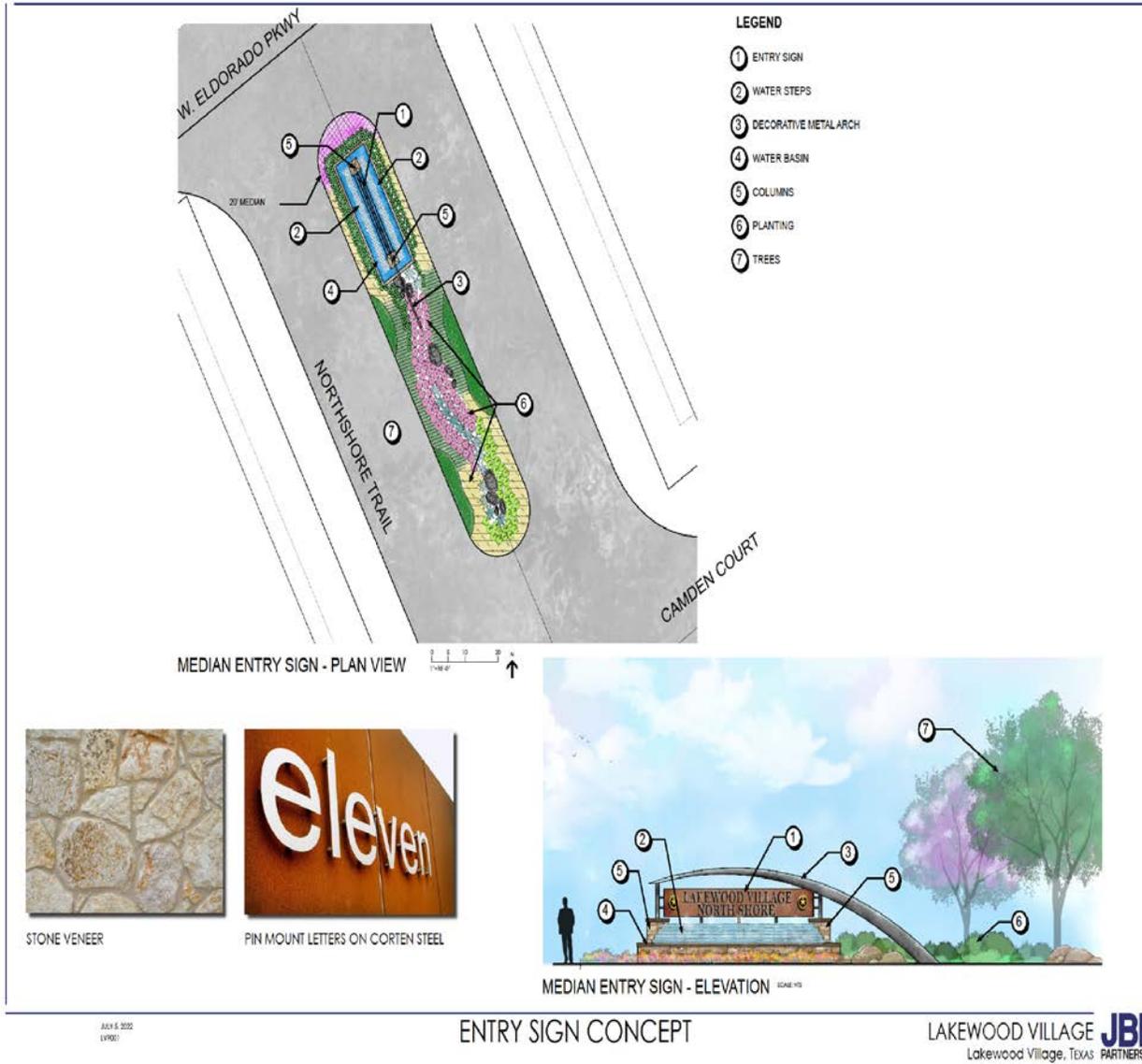


Exhibit E

Entry Feature Preliminary Design



EQUIPMENT SALE AGREEMENT

This Equipment Sale Agreement ("Agreement"), made this ____ day of _____, 2023 ("Effective Date"), is entered into by and between **AUC GROUP, LLC.**, a Delaware corporation with its principal place of business in Houston Texas (the "Seller"), and **TOWN OF LAKEWOOD VILLAGE** a Texas political subdivision, hereinafter referred to as (the "Buyer" or "Town").

SECTION 1 – EQUIPMENT

Subject to the terms and conditions hereinafter set forth, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, the equipment listed on Exhibit A hereto (the "Equipment").

SECTION 2 – DELIVERY AND INSTALLATION

The Equipment shall be delivered to Buyer at the Town of Lakewood Village Wastewater Treatment Plant located at 405 Greenwood Meadow Drive, Lakewood Village, Denton County, TX 75068 ("Buyer's Facility") upon Seller's receipt of the "Initial Payment" (as defined below). The Seller shall cause the Equipment to be unloaded and, except as provided below, assembled and installed on the Buyer's pads that have all weather access. Seller shall be responsible for the installation of the Equipment (to the extent applicable) as set forth on Exhibit B hereto. If the Equipment will not be installed by Seller, then final payment of the "Sales Price" (as defined below) in full shall be made upon delivery of the Equipment as described in Exhibit C.

SECTION 3 – TERM

This Agreement shall commence on the Effective Date and end upon delivery and installation (if applicable, otherwise upon delivery) of the Equipment by Seller and Payment by Buyer, except, that the parties' warranties and Sections 10 and 15 shall survive the termination of this Agreement.

SECTION 4 - PAYMENTS

Buyer agrees to pay Seller the amount ("Sales Price") pursuant to the schedule for installment payments set forth on Exhibit C hereto for the Equipment and, if applicable, installation services. The design fee is a separate item listed in Exhibit C.

Notwithstanding the Payments set forth on Exhibit C or otherwise agreed upon by the Parties, in the event that the necessary site preparations are not substantially completed within ninety (90) days after the Effective Date, Seller and Buyer shall negotiate in good faith to account for proposed increases in any quoted installation payments and/or Sales Price if costs to perform such installation materially increase following such ninety (90) day period, provided such costs are reasonable and documented by Seller and compliance with applicable laws and regulations (including Section 49.273 of the Texas Water Code) may be retained.

If any Payment is not paid within thirty (30) days after the due date, Buyer shall pay to Seller a late charge of five percent (5%) of the outstanding amount of the Payment.

SECTION 5 - TITLE TO EQUIPMENT; RISK OF LOSS

Until Seller's receipt of the total Payment for the Equipment, the Equipment shall at all times be and remain the sole and exclusive property of Seller. All risk of loss or damage of the Equipment shall be borne by Buyer upon delivery of the Equipment to Buyer's Facility.

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SECTION 6 - SELLER'S WARRANTIES

The Seller covenants and agrees as follows:

- a) Seller hereby grants, sells, conveys, assigns, transfers and delivers to Buyer its right, title and interest in and to the Equipment in exchange for the Payment, free and clear of all liens and encumbrances.
- b) Seller shall undertake any reasonable action requested by Buyer to enforce any and all warranties or guarantees to which Seller is entitled on the Equipment or, at Seller's option, assign such warranties or guarantees to Buyer if possible.
- c) Seller warrants and guarantees that the Equipment (i) has been constructed to meet the current design criteria set forth in Exhibit D (attached and incorporated herein), and (ii) will be free from defects in materials and workmanship for twenty-four (24) months from the "date of Substantial Completion" (as defined in Exhibit C below) or deemed date of Substantial Completion, provided that this Agreement remains in effect during such twenty-four (24) month period; provided, however, that Seller shall not be responsible for any damages or losses or claims related to abuse, negligence, intentional acts or omissions or failure of the Buyer to comply with any specifications provided to Buyer, including, without limitation, maintenance obligations, or the reasonable wear and tear of the Equipment.
- d) EXCEPT AS SPECIFICALLY SET FORTH HEREIN, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SELLER MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT AND ASSUMES NO OBLIGATION WITH RESPECT TO THE OPERATION OR MAINTENANCE THEREOF.

SECTION 7- BUYER'S WARRANTIES

Buyer covenants and agrees as follows:

- a) Buyer is a political subdivision of the State of Texas, duly organized and existing under the constitution and laws of such State, with full power and authority to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations hereunder.
- b) Buyer has duly authorized the execution and delivery of this Agreement to Seller by _____ . [Note: Title of person signing this Agreement.]

SECTION 8 - OPERATION, MAINTENANCE AND REPAIR

Buyer shall comply with and conform to all applicable laws, rules, ordinances and regulations relating to the possession, maintenance and operation of the Equipment. Seller shall have no responsibility for the operation of the Equipment and shall have no responsibility for the maintenance of the Equipment after it is delivered to Buyer, except for the 24-month warranty period as stated in Section 6 of this Agreement.

SECTION 9 - ASSIGNMENT

Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. In the event of any such assignment

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pursuant to this Section 9, the relevant assignee shall thereupon acquire all of the rights, obligations, and remedies possessed by or available to the relevant assignor.

SECTION 10 – INDEMNIFICATION/LIMITATION OF LIABILITY

a) TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL APPEAR AND FULLY DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS SELLER AND ITS MEMBERS, PARTNERS, SHAREHOLDERS, OWNERS, SUBSIDIARIES AND AFFILIATES, AND ANY OF THEIR RESPECTIVE MEMBERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS AND CONTRACTORS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, COSTS, JUDGMENTS, MECHANICS' LIENS, ENVIRONMENTAL INVESTIGATIONS AND REMEDIATION COSTS, STOP PAYMENT NOTICES, BOND CLAIMS, PENALTIES, FINES, DAMAGES, BREACHES, LIABILITIES, LOSSES, ANTICIPATED LOSSES OF REVENUES, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ANY FEES AND COSTS OF ACCOUNTANTS, ATTORNEYS, EXPERTS, CONSULTANTS OR OTHER PROFESSIONALS, OR INVESTIGATION EXPENSES, LOSSES, OR LIABILITIES IN LAW OR IN EQUITY, OF EVERY KIND AND NATURE WHATSOEVER, INCLUDING ANY OF THE FOREGOING ARISING OR IMPOSED WITH OR WITHOUT THE FAULT OR NEGLIGENCE OF ANY INDEMNITEE (WHETHER PASSIVE OR ACTIVE) OR UNDER THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY ("DAMAGE"), ARISING OUT OF OR IN CONNECTION WITH, RESULTING FROM OR RELATED TO, OR CLAIMED TO BE ARISING OUT OF THE EQUIPMENT, THIS AGREEMENT, OR THE PURCHASE AND/OR USE BY BUYER OF THE EQUIPMENT, EXCEPT TO THE EXTENT SUCH DAMAGE IS CAUSED BY AN INDEMNITEE'S NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT. THE OBLIGATIONS OF THE BUYER UNDER THIS SECTION 10 SHALL REMAIN IN FULL FORCE AND EFFECT NOTWITHSTANDING THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

b) NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INDIRECT DAMAGE OR LOSS ARISING FROM, RELATING TO OR IN CONNECTION WITH THE EQUIPMENT AND/OR SELLER'S PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, REGARDLESS OF FAULT. FURTHER, SELLER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER INCURRED AS A RESULT OF DELAY OR FAILURE TO FURNISH THE EQUIPMENT UNDER THIS AGREEMENT REGARDLESS OF THE CAUSE OF THE FAILURE. SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES BY REASON OF FAILURE OF THE EQUIPMENT TO OPERATE OR OF FAULTY OPERATION OF THE EQUIPMENT. SELLER SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGES OR LOSSES RESULTING FROM THE INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT OR MATERIALS FURNISHED BY THE SELLER.

SECTION 11 – PAYMENTS AND NOTICES

Except as otherwise provided herein, each provision of this Agreement or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending (by nationally recognized air carrier service), mailing (certified via mail, prepaid, return receipt requested) or delivery of any notice or the making of any Payment by the Buyer to the Seller or with reference to the sending, mailing or delivery of any notice or the making of any Payment by Buyer to the Seller shall be deemed to be complied with, when and if the following steps are taken:

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- a) The Payment and any other payments required to be made by the Buyer to the Seller hereunder shall be payable to Seller at the address herein below set forth, or at such other address as Seller may specify from time to time by written notice delivered in accordance herewith.
- b) Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered upon actual receipt of the parties hereto at the respective address set out opposite their names below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith.

BUYER: Town of Lakewood Village
Attn:
100 Highridge Drive
Lakewood Village, Texas 75068

SELLER: AUC Group, LLC
Attn:
1800 Augusta Drive, Ste 108
Houston, Texas 77057

with a copy to:

SECTION 12 – BINDING EFFECT

The terms, provisions, covenants and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns except as otherwise expressly provided.

SECTION 13- TAXES

Any real or personal property taxes imposed or levied by any taxing authority on the Equipment, including, without limitation, sales tax, if any, shall be the responsibility of the Buyer.

SECTION 14 – GOVERNING LAW AND COMPLIANCE

a) This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based on, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Texas, including its statutes of limitations. The Buyer hereby waives and relinquishes any claim that it is immune from liability under this Agreement under the doctrine of governmental and/or sovereign immunity or any other similar doctrine or argument.

b) By signing and entering into the Agreement, Seller verifies, pursuant to Chapter 2271 of the Texas Government Code, that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

c) Each of Seller and Buyer hereby represents and warrants that at the time of this Agreement neither they, nor any of their respective wholly owned subsidiaries, majority-owned subsidiaries, parent companies or affiliates (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas

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Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.

SECTION 15 – FORUM FOR DISPUTES

The parties agree that should any suit, action or proceeding arising out of this Agreement be instituted by any party hereto (other than a suit, action or proceeding to enforce or realize upon any final court judgment arising out of this Agreement), such suit, action or proceeding shall be instituted only in a state or federal court in Harris County, Texas. Each of the parties hereto consents to the in personam jurisdiction of any such state or federal court in Harris County, Texas and waives any objection to the venue of any suit, action or proceeding. The parties recognize that courts outside Harris County, Texas may also have jurisdiction over suits, actions or proceedings arising out of this Agreement, and in the event that any party hereto shall institute a proceeding involving this Agreement in a jurisdiction outside Harris County, Texas, the party instituting such proceeding shall indemnify any other party hereto for any losses and expenses that may result from the breach of the foregoing covenant to institute such proceeding only in a state or federal court in Harris County, Texas, including without limitation additional expenses incurred as a result of litigating in another jurisdiction, such as reasonable fees and expenses of local counsel and travel and lodging expenses for parties, witnesses, experts and support personnel.

[Signatures follow]

EXECUTED this ____ day of _____, 2023

SELLER: AUC Group, LLC.

Signature

Title

Print Name

BUYER: Town of Lakewood Village

Signature

Title

Print Name

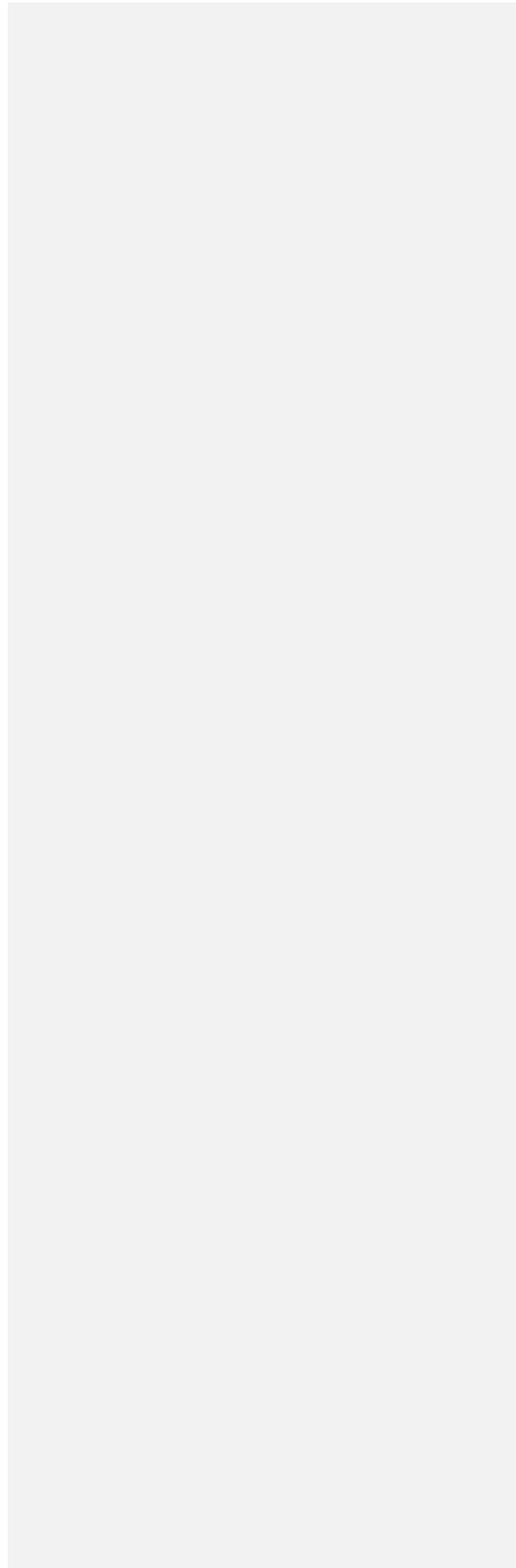


Exhibit A
Equipment

Wastewater treatment plant facility with capacity of 200,000 gallons per day average daily flow:

1. (2) Aeration Basins
2. (1) Clarifier with Control Panel
3. (1) CL2 Basin
4. (1) Sludge Holding Basin
5. (1) Manual Bar Screen / Flow Splitter Box
6. RAS, WAS, Scum, and Decant Air Lifts
7. (Lot) Air Diffuser Assemblies with Coarse Bubble Diffusers
8. (4) Positive-Displacement Blowers with Control Panel
9. Flow Measuring System
10. (Lot) Access Bridges and Stairs
11. Interconnecting Piping
12. Coatings

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Exhibit B
Scope of Work for Installation

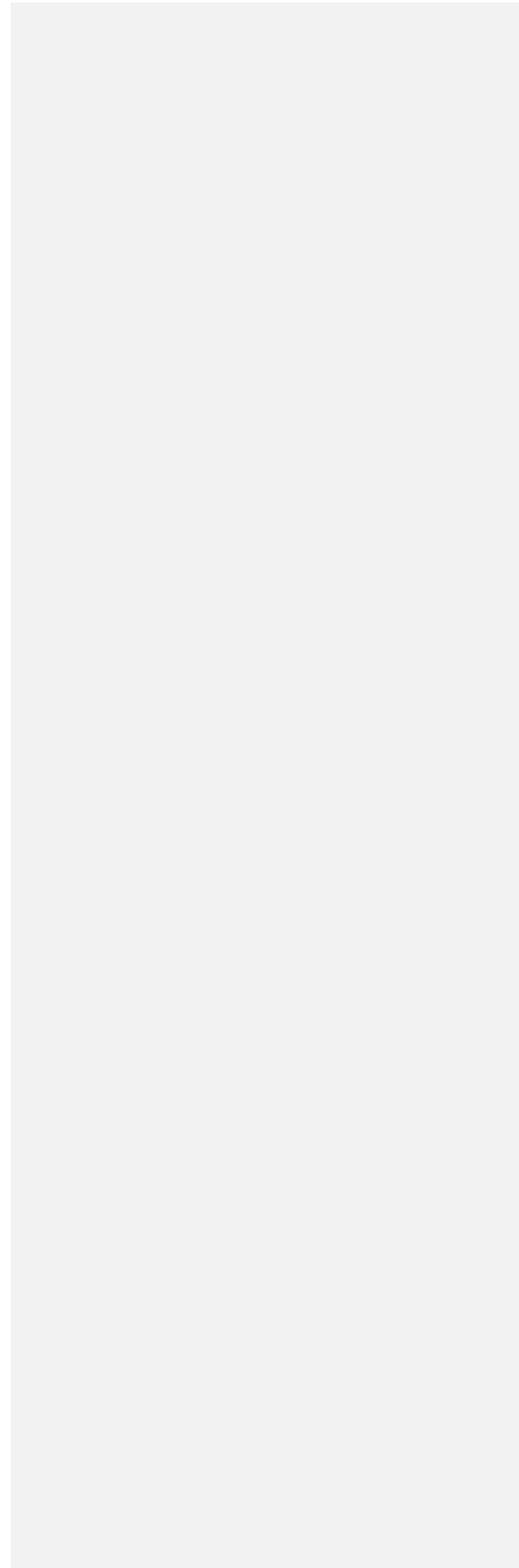


Exhibit C

Payment

Sales Price: \$1,721,200.00

The Schedule for payment of the Sales Price (inclusive of the Design Fee if applicable) is as follows:

1. \$75,000.00 payable upon the execution of this Agreement for the purposes of the Design Fee, as the Initial Payment;
2. Progress payments invoiced monthly until 90% of the Sales Price, minus the Design Fee if applicable, has been paid;

5. The remainder of the Sales Price shall be payable thirty (30) days following “Final Completion” (as defined below) or deemed Final Completion of the installation of the Equipment. If, however, Substantial Completion has been certified or deemed certified and Final Completion has not occurred within thirty (30) days thereafter due to work that must be completed by others, then the remainder of the Sales Price shall be paid by Buyer to Seller within fifteen (15) days following the expiration of such thirty (30) day period.

The Installation shall be considered complete once the Installation Scope is Substantially Complete in accordance with Exhibit B attached hereto and made part hereof, which may occur before final engineer certification that the Equipment is ready for commencement of operations (“Substantial Completion”). Seller’s engineer (“Seller’s Engineer”) will certify Substantial Completion of the Installation Scope by written notice to Buyer. Buyer may engage an engineer (the “Buyer’s Engineer”), at its cost, to inspect the Equipment and confirm Substantial Completion, which confirmation shall be provided within ten (10) days following Seller’s Engineer’s certification being delivered to Buyer. Notwithstanding the foregoing, Seller and Buyer expressly agree that neither Seller’s Engineer, Buyer or Buyer’s Engineer may point to or rely upon the fact that work that must be completed by others that is not part of the Installation Scope, including, without limitation, providing permanent electrical service and/or power to Buyer’s Facility, in order to avoid a determination that the Installation Scope has achieved Substantial Completion. Following a determination of Substantial Completion (or deemed Substantial Completion) prior to Final Completion, the parties agree that the Equipment must thereafter still pass final testing and be functioning in a reasonably acceptable manner before final completion is certified by Seller’s Engineer and confirmed in writing by Buyer’s Engineer (“Final Completion”).

For example, if Buyer has not, for any reason, provided permanent electrical service power by the time that the Installation Scope is completed, that failure shall not be considered in making the determination, since such obligation is not included in Seller’s Installation Scope, even if Seller has not been able to conduct start-up testing or commence operations, due to the failure of such other work to be done. Buyer Engineer’s interim confirmation of Substantial Completion or Final Completion, as applicable, of the Installation Scope will not be unreasonably withheld or delayed. Failure to timely provide such confirmation in accordance with this Agreement will constitute a default by Buyer and Substantial Completion and/or Final Completion of the Installation Scope will be deemed to have occurred. [Note: Let’s discuss whether and/or how you want me to expand

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the procedure for Buyer's Engineer's failure to confirm. Also, what are you using for Exhibit B? Does it contain a technical description of Substantial Completion and Final Completion?]

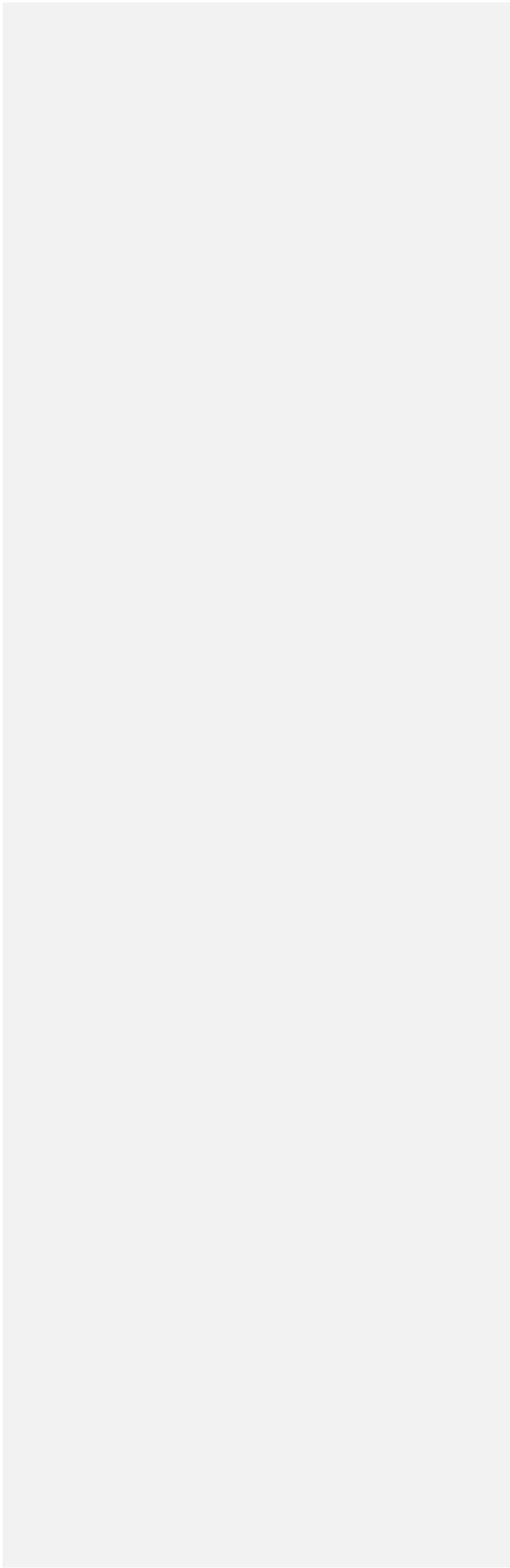
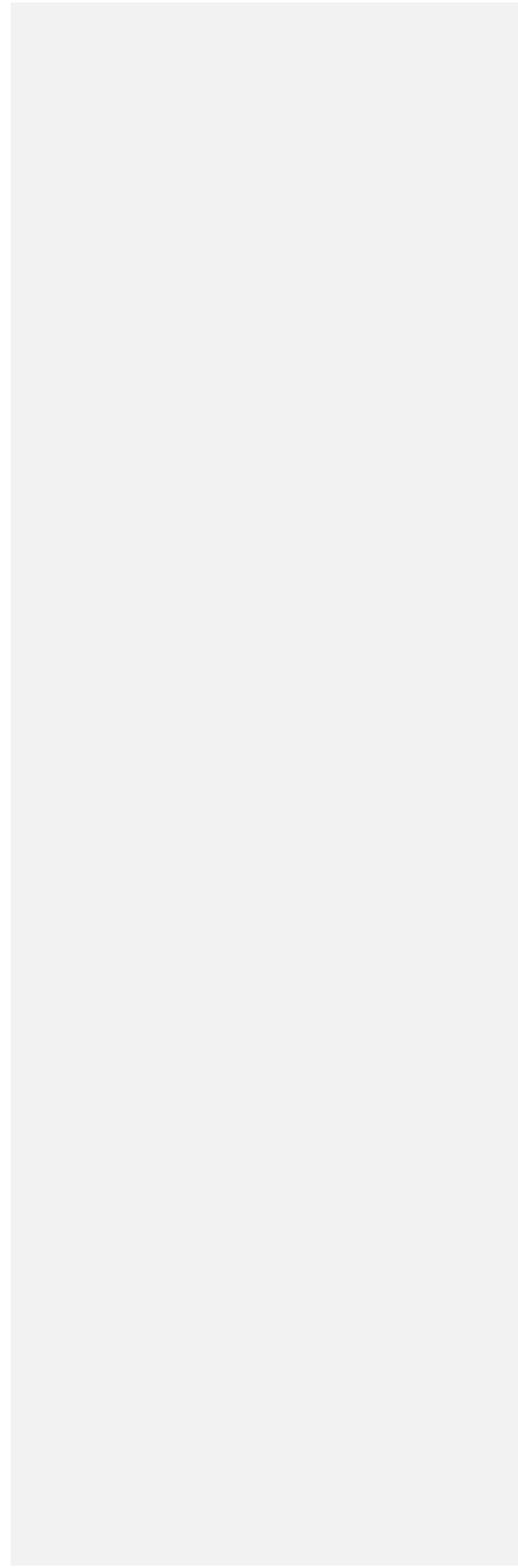


Exhibit D

Equipment Design Criteria

Current design criteria set forth in Title 30, Chapter 217 of the Texas Administrative Code (Commission on Environmental Quality ("TCEQ") for domestic sewage to produce an effluent of 10 mg/l BOD₅, 15 mg/l TSS and 3 mg/l Ammonia Nitrogen at 2-hour peak flow of 4Q, and 126 gm/l E. Coli, CFU.



**PROPOSAL
TO SUPPLY AND INSTALL
TOWN OF LAKEWOOD VILLAGE
0.2 MGD ADF CONVENTIONAL ACTIVATED SLUDGE EQUIPMENT**

Bid Date: **August 23, 2023 (Revision One)**
Owner: Town of Lakewood Village
Engineer: Enprotec | Hibbs & Todd

WE ARE PLEASED TO PROVIDE A PRELIMINARY QUOTE FOR THE FOLLOWING:

PROPRIETARY AND CONFIDENTIAL: All data and information contained herein and provided by AUC Group, LLC. related to this Quotation/Proposal is considered confidential and proprietary. The data and information contained herein may not be reproduced, published or distributed to, or for, any third parties without the express written consent of AUC Group, LLC.

Delivery, offload, assembly, and installation of one (1) 200,000 GPD ADF Wastewater Treatment Plant as provided by AUC Group and as outlined below.

BASIS OF DESIGN:

- Flow Rate = 200,000 GPD ADF; 800,000 GPD PHF
- Influent Wastewater Quality = 350 mg/L BOD5, 350 mg/L TSS, and 70 mg/L TKN, WW
Temperature = 16 - 20 °C
- Effluent Limits = 10 mg/L cBOD5, 15 mg/L TSS, and 3 mg/L NH3-N

The CAS Equipment includes:

1. Preparation of submittals.
2. Deliver, offload and set all equipment on accessible foundation(s). **Foundations to be provided by others.**
3. (1) 32'Ø x 13'-2" tall Clarifier, with internals, access bridge, components, drive unit with torque monitoring device, and local control panel with starter:
 - a. **Clarifier panel shipped loose for installation by others.**
 - b. Sand and grout.
 - c. (2) clarifier trough access stairs with SS removable chain.
 - d. Sump shall be buried. **Underground sludge piping shall be furnished and installed by others and stubbed-up 18" above finish grade at airlift locations.**
4. (2) 62-ft x 12-ft x 13'-2" tall Aeration Basins. Each Basin shall include:
 - a. Air header with diffuser drop assemblies (HDG), including AUC SP-2 coarse bubble diffusers.
 - b. (1) 3-inch tank drain with brass gate valve.
5. (1) 62-ft x 12-ft x 13'-2" tall Sludge Holding Tank, sized to meet a 7-day HRT based on an average daily flow of 0.3 MGD. Basin shall include:
 - a. Air header with diffuser drop assemblies (HDG), including AUC SP-2 coarse bubble diffusers.
 - b. (1) 3-inch tank drain with brass gate valve.
 - c. (1) 3-inch sludge draw-off with gate valve and quick-connect coupling.

6. (1) 24-ft x 11-ft x 11'-2" tall Chlorine Contact Basin sized to meet a 20-minute detention time at a peak flow of 1.2 MGD PHF, corresponding to an average daily flow rate of 0.3 MGD ADF. Basin shall include:
 - a. (Lot) baffle walls.
 - b. (1) effluent nozzle with flange. **Others to connect effluent piping to flange on the tank.**
 - c. Air header with drop assemblies including AUC SP-1 coarse bubble diffusers.
 - d. (Lot) 3-inch tank drain with brass gate valves.
 - e. AUC V-360 mixing device.
7. (1) Headworks (HDG) box, including bar screen channel, overflow channel, flow splitter, and drip pan. Headworks shall be sized to handle the design flow of 0.200 MGD ADF with a 4Q peaking factor. Headworks shall also include:
 - a. Influent nozzle with flange. **Others to install/connect force main(s) to influent flange on box.**
 - b. (2) effluent nozzles.
 - c. Headworks to be installed above the new Aeration Basins.
8. Above-ground valves, piping, fittings, and appurtenances, limited to screened influent pipe to Aeration Basins, Clarifier influent/mixed liquor piping, Clarifier effluent piping from new Clarifier, airlift discharge lines, supernatant piping, and air lines from blowers to Aeration and Chlorine Contact Basins.
 - a. **Piping to and from the existing plant by others.**
 - b. **Air piping to proposed Sludge Holding Basin by others.**
 - c. **WAS piping to proposed Sludge Holding Basin by others.**
 - d. **Supernatant piping from proposed Sludge Holding Basin by others.**
 - e. Valves on above-ground piping described herein.
 - f. Air piping to be HDG. Wastewater-conveying piping to be HDG or coated, welded steel pipe.
 - g. (Lot) miscellaneous supply lines to air lifts.
 - h. Pipe supports as necessary. **Pads for pipe supports shall be by others.**
9. Airlifts, including RAS, WAS, scum, and decant airlift pumps, including sludge measuring devices for RAS/WAS airlifts. **Underground RAS/WAS piping shall be furnished and installed by others and stubbed-up 18" above finish grade at airlift locations.**
10. (3) Positive Displacement Blowers, (of the bi-lobe type) with a design point of 825 scfm at 5.5 psig and 40-HP motors. Blowers shall include standard accessories, limited to blower discharge header and valves (check, butterfly and relief valves), analog gauges, inlet filter/silencers, flex connectors, and local panel(s) for blowers, as well as:
 - a. Noise enclosure(s) shall be rated for <85 dBA at 3-feet in free-field conditions.
 - b. NEMA 4X temperature switch(es) with thermowell(s).
 - c. Certified Slip Test Report (1 psi Slip Test per ASME PTC-9).
 - d. **Local panel(s) to be shipped loose for installation by others.**
 - e. **Blower equipment slab to be provided by others.**
11. (1) chlorine analyzer system, including sample pump and free chlorine analyzer.
 - a. Assumes that chlorine analyzer will be located above the proposed Chlorine Contact Basin.
12. Effluent flow measuring equipment, including flow meter, chart recorder, staff gauge and transducer.
13. Local control panels furnished by AUC Group shall include across-the-line motor starters, disconnects, local controls, and autodialer contacts for common alarm conditions. Enclosures shall be NEMA 4X. Electrical service is assumed to be 480V, 3-phase, 60-Hz.
 - a. **No PLC-based or master-controlled systems are required nor are included within this scope of supply.**

14. (3) Access stairs with handrail and treads: one at the proposed aeration basins, one at the proposed Chlorine Contact Basin, and one at the proposed Sludge Holding Tank. **Concrete stair landing pads shall be provided by others.**
15. (3) Air bridges with grating, handrail, and kick plates.
16. (Lot) interconnecting access bridges with grating, handrail, and kick plates.
17. Coatings and corrosion protection of items furnished by AUC.
18. All fasteners for items provided by AUC.
19. AUC will provide O & M manuals and start-up services for equipment provided.
20. Freight allowed to your accessible jobsite. All of the items will be offloaded by AUC.
21. Guarantee is two years from date of acceptance, not to exceed 30 months from date of shipment.

PRICE FOR THE EQUIPMENT AND SERVICES OUTLINED ABOVE:

1 LS \$ 1,713,200.00 TOTAL COST \$ 1,713,200.00

OPTIONAL ADDERS:

1. Furnishing and installation of auger fine screen, including:
 - a. Huber Model Micro Strainer ROTAMAT® Ro9 500XL/6.
 - b. 8-ft Stainless steel discharge chute.
 - c. Headworks box consisting of a fine screen channel, a back-up manually-cleaned coarse screen channel, and a flow splitter chamber.
 - i. Operator to have the ability to isolate either channel via valve adjustment.
 - ii. Overflow weir to direct overflow from fine screen channel to manually-cleaned coarse screen channel
 - iii. Flow splitter box to split flow into each new Aeration Basin.
 - iv. Drip pan.
 - d. **Dumpster and dumpster pad by others.**
 - e. Spare parts:
 - i. (2) cleaning brushes
 - ii. (1) solenoid valve re-build kit.
 - iii. Boxes of endless bags totaling at least 1,400 feet.

1 LS \$ 233,100.00 TOTAL COST \$ 233,100.00

2. Furnishing and installation of a 45-ft diameter x 14'-2" tall Clarifier capable of handling an ADF of 0.38 MGD at a 4Q peaking factor, in lieu of the 32-ft diameter x 13'-2" clarifier, including:
 - a. All clarifier internals sized for the larger flow.
 - b. Larger mixed liquor piping and clarifier influent pipe to accommodate larger flow rate.
 - c. Additional clarifier grout.
 - d. Additional materials, labor, protective coatings.
 - e. Sump shall be buried. **Underground sludge piping shall be furnished and installed by others and stubbed-up 18" above finish grade at airlift locations.**

1 LS \$ 171,500.00 TOTAL COST \$ 171,500.00

OWNER AGREES TO PROVIDE STABLE ALL WEATHER ACCESS TO AN ACCESSIBLE WASTEWATER TREATMENT PLANT FOUNDATION FOR DELIVERY OF ALL EQUIPMENT AND BASINS, INCLUDING ACCESS FOR THE DURATION OF THE INSTALLATION OF THE WASTEWATER TREATMENT PLANT EQUIPMENT. OWNER SHALL PROVIDE A CLEAR, STABLE & LEVEL WORK AREA OF AT LEAST 25 FEET WIDE AROUND THE PERIPHERY OF THE WWTP FOUNDATION DURING THE INSTALLATION PROCESS. THE SITE AND ACCESS SHALL BE CAPABLE OF SUPPORTING A CRANE WITH LIFTING CAPACITY OF 100 TONS. ANY FILL OR GRADING NECESSARY TO ACCOMPLISH THIS IS THE RESPONSIBILITY OF THE OWNER.

PRICING:

1. In USD.
2. Valid for **90** days.
3. Subject to AUC's standard terms and conditions of sale (provided upon request).
4. Above price does not consider Buy American or AIS products and if it is needed, price might change accordingly.
5. **Approval Submittal:** in electronic/digital files of all drawing and relevant technical information/data sheets and product cut sheets along with calculation if applicable **6-8 weeks** after receipt of P.O and all the information necessary to prepare submittals and O & Manual included in submittals.
6. Substantial Completion: **210 Days** after receipt of approved submittal.
7. **Freight:** Project Site in Town of Lakewood Village WWTP, TX
8. Manufacturer's Service days included as above.
9. Unless noted otherwise specified all components/ items are shipped lose for field assembly if any. Site work and electrical work by others.
10. Exclusions: *(unless noted otherwise)*
 - a. All-weather access, including tree trimming, for delivery of all equipment and for the duration of the installation of the wastewater treatment plant.
 - b. Local permits or fees.
 - c. Payment or performance bonds.
 - d. All tank foundations, including subgrade stabilization, fill, and sub-base for foundations.
 - e. Any concrete pads.
 - f. Site leveling, grading/drainage/detention, pavement and access, fencing, pipe bollards or any other site work not specifically identified in the scope.
 - g. All electrical wiring and conduit from to panels, devices, disconnects, and motors.
 - h. Emergency backup power, transformer, MCC, autodialer system, tank and area lighting, pressure switches in air lines, electrical service and any other electrical work not identified above.
 - i. Dumpster.
 - j. Lift Station(s).
 - k. Chlorine feed system.
 - l. NPW system.
 - m. Sludge Dewatering System, and any associated piping and chemical feed systems.
 - n. Any modifications or rehabilitation of existing wastewater treatment plant.
 - o. Any piping to and from the existing wastewater treatment plant.
 - p. Any piping not listed above. All underground piping, including influent force mains, disinfected effluent piping, final effluent piping, WAS and air piping to proposed Sludge Holding Tank, supernatant to onsite lift station or the aeration basins.
 - q. Yard piping, including chemical feed piping, potable, and NPW piping.
 - r. Abandonment or rerouting of any existing underground piping, or any other rehabilitation and/or modifications not explicitly referenced above.

- s. Cold-weather protection, including insulation, heat tracing and/or aluminum jacketing.
 - t. Geotechnical report, soil borings, survey and site plan (to be furnished by Owner).
 - u. Water to fill and test the plant or seed sludge.
 - v. Any other item not specifically described herein or in above scope of work.
11. Payment Terms:
- \$75,000 due upon execution of Sale/Purchase Contract for design work purposes.
 - Remaining sum shall be invoiced monthly based upon percentage of completion in relation to the schedule of values to be submitted by AUC Group. Payment is due 30 days from invoice date.
12. Cost Escalation Clause: AUC Group, LLC has priced the job according to existing market conditions and costs at the time of quote. Due to wide fluctuations and increases in the price of stainless steel, carbon steel, PVC components we are experiencing in very short time frames, the sales price of the equipment might be subject to escalation in price in the event there are delays approving submittal, delays in delivery schedule and/or release to manufacture beyond what was quoted and beyond Seller's control. In the event that there is a significant increase of material or freight occurring during the performance of the contract, the contract sum and/or time of completion shall be equitably adjusted by Change order. A change in price will be considered significant when the overall cost of the system increases by 10% or higher.
13. Escalation shall be based upon the increase in the Producer Price Index, U.S Department of Labor, Bureau of Labor Statistics-Group: Machinery and Equipment: Special Industry Machinery and Equipment, Series Id-WPU116 9the "Index"). The escalation shall be calculated based upon the percentage increase of the monthly index between the date of quotation and the date of receipt of order and submittal approval/release to manufacture (ie: the index of the month of when the order is received and released to manufacture minus the index for the month of quotation divided by the index for the month of quotation, multiplied by the quoted price). Note there is approximately 2-4-month delay in the publishing and finalizing of these indexes by the U.S Federal Government. Therefore, the escalation will be calculated at the time the index for both months has been published and finalized.

If you have any questions, need clarification and /or additional information kindly contact us we would be glad to assist further.

Signature below indicates acceptance of this proposal, including all conditions stated in this scope.

Acknowledged by AUC Group:

Accepted by Buyer: