



**LAKEWOOD VILLAGE TOWN HALL  
100 HIGHRIDGE DRIVE  
LAKEWOOD VILLAGE, TEXAS  
TOWN COUNCIL MEETING  
SEPTEMBER 9, 2021 7:00 P.M.**

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**REGULAR SESSION – AGENDA**

Call to Order and Announce a Quorum is Present

**A. PLEDGE TO THE FLAG:**

**B. PRESENTATIONS:** A proclamation designating September 17 – 23, 2021 as Constitution Week in the Town of Lakewood Village; to be received by representatives of the Daughters of the American Revolution.

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

**D. PUBLIC HEARING** – A public hearing is scheduled on the proposed combined property tax rate of \$0.45/\$100 to provide an opportunity for citizen comment.

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

1. Minutes of August 12, 2021 Council Meeting (Ruth)
2. Approval of the Municipal Development District 2021-2022 Budget (Ruth)
3. Ratification of Interlocal Agreement with Little Elm for Law Enforcement Services for PID#1 (Ruth)
4. Ratification of Interlocal Agreement with Little Elm for Fire/EMS Services for PID#1 (Ruth)
5. Boundary Agreement between the towns of Lakewood Village and Little Elm (Ruth)

**F. REGULAR AGENDA:**

1. Consideration of Ordinance Adopting the 2021-2022 Property Tax Rate of \$0.45/\$100 (Ruth)
2. Ratification of Ordinance 21-13 Adopting Fiscal Year 2021-2022 Budget (Ruth)
3. Consideration of Utility Policy Ordinance (Vargus)
4. Consideration of CO/CSI Inspection Ordinance (Vargus)
5. Consideration of Town Engineer Task Order for Utility Master Plan (Vargus)
6. Consideration of Town Engineer Task Order for Eldorado Parkway Master Plan (Vargus)
7. Consideration of Town Engineer Task Order for Mapping for Fire/EMS Dispatching (Vargus)
8. Discussion of Street Signs (Vargus)
9. Consideration of Resolution Assigning the Development Agreement from Sam Hill Ventures to First Texas Homes (Vargus)
10. Consideration of Cooperative Agreement with Denton County for CDBG 2023 – 2025 (Ruth)
11. Discussion of Concrete Road Project (Vargus)

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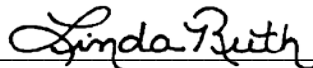
**G. EXECUTIVE SESSION:** – In accordance with Texas Government Code, Section 551.001, et seq., the Town Council will recess into Executive Session (closed meeting) to discuss the following:

1. § 551.071(1), Texas Government Code to wit: Consultation with the Town Attorney regarding pending or contemplated litigation, re: Town of Lakewood Village v. Hope McClure in her official capacity as Chief Appraiser and Denton Central Appraisal District regarding certified appraisal rolls.
2. § 551.071(2), Texas Government Code to wit: consultation with Town Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter to receive legal advice re: Development agreements, development and zoning standards; and
3. § 551.087 Texas Government Code to wit: Economic Development Negotiations regarding First Texas Homes, Sanctuary at Sunset Cove, Project Left Field, Project Slade Rock, Project Boy Scout, Project Lakewood Village Partners, Project Lightning Bolt; and
4. § 551.072 Texas Government Code to wit: deliberations about real property regarding First Texas Homes, Sanctuary at Sunset Cove, Project Left Field, Project Slade Rock, Project Boy Scout, Project Lakewood Village Partners, and Project Lightning Bolt.

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

**I. ADJOURNMENT**

I do hereby certify that the above notice of meeting was posted on the designated place for official notice at 6:04 p.m. on Friday, September 3, 2021.



Linda Ruth, TRMC, CMC

Town Administrator/Town Secretary



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

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

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



# *Proclamation*

## *Of The Town of Lakewood Village*

**WHEREAS:** on September 17, 1787, fifty-five delegates to the Constitutional Convention in Philadelphia's Independence Hall signed the United States Constitution, a document that serves as the guardian of our liberties; and

**WHEREAS:** September 17, 2021 marks the two hundred thirty-fourth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS:** It is the privilege, honor, and duty of the American people to accord official recognition to this magnificent document; and

**WHEREAS:** Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17<sup>th</sup> through September 23<sup>rd</sup> as Constitution week,

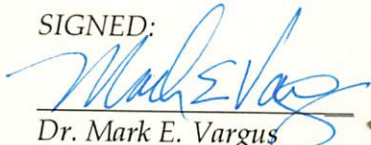
**NOW, THEREFORE I, Dr. Mark E. Vargus, Mayor of the Town of Lakewood Village in the State of Texas do hereby proclaim the week of September 17<sup>th</sup> through September 23<sup>rd</sup> as**

## *Constitution Week*

*and ask our citizens to reaffirm the ideals the framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us, and reflecting on the privilege of being an American with all the rights and responsibilities, which that privilege involves.*

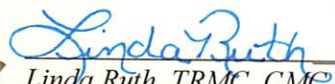
**IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Town to be affixed this 9<sup>th</sup> day of September of the year 2021.**

SIGNED:

  
Dr. Mark E. Vargus  
Mayor



ATTEST:

  
Linda Ruth, TRMC, CMC  
Town Secretary

# **LAKEWOOD VILLAGE TOWN COUNCIL**

## **COUNCIL MEETING**

**AUGUST 12, 2021**

### **Council Members:**

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

### **Town Staff:**

Linda Asbell, TRMC, CMC – Town Secretary  
Andy Messer –Town Attorney

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

With a quorum of the Council Members present, Mayor Vargus called the Regular Meeting of the Town Council to order at 7:00 p.m. on Thursday, August 12, 2021 in the Council Chambers of the Lakewood Village Town Hall, 100 Highridge Drive, Lakewood Village, Texas.

### **PLEDGE TO THE FLAG:**

**(Agenda Item A)**

Mayor Vargus led the Pledge of Allegiance.

### **EXECUTIVE SESSION:**

**(Agenda Item B)**

At 7:00 p.m. Mayor Vargus recessed into executive session in accordance with

1. § 551.071(2), Texas Government Code to wit: consultation with Town Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter to receive legal advice re: Development agreements, development and zoning standards; and

### **RECONVENE:**

**(Agenda Item C)**

Mayor Vargus reconvened the regular session at 7:40 p.m. No action was taken.



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**VISITOR/CITIZENS FORUM:**

**(Agenda Item D)**

No one requested to speak.

**PUBLIC HEARING:**

**(Agenda Item E)**

A public hearing was held to provide an opportunity for citizen comment on the proposed fiscal year 2021-2022 budget.

Eric Hancock, 8249 Treemont Place, Frisco, Texas asked about the mayor's private company and if it has any relationship with the town. Mayor Vargus stated that his private company has never had any association with the town and if it did, he would be required to report a conflict of interest and it would have been noted during the independent financial audit. Mayor Vargus asked Mr. Hancock to stay on the topic of the budget. Mr. Hancock made additional comments about the mayor's private company. Mayor Vargus stated the public hearing was only for the comments on the budget.

**MOTION:** Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Farage, council voted five (5) "ayes", no (0) "nays" to close the public hearing at 7:45 p.m. *The motion carried.*

**PUBLIC HEARING:**

**(Agenda Item F)**

A public hearing was held to provide an opportunity for citizen comment on the proposed combined property tax rate of \$0.45/\$100.

No one requested to speak

**MOTION:** Upon a motion made by Councilman Farage and seconded by Councilman Bissonnette, council voted five (5) "ayes", no (0) "nays" to close the public hearing at 7:45 p.m. *The motion carried.*

**PUBLIC HEARING:**

**(Agenda Item G)**

A public hearing was held to consider public testimony regarding the creation of the Lakewood Village Public Improvement District No. 1 new capital public improvement district at The Sanctuary at Sunset Cove.

No one requested to speak

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**MOTION:** Upon a motion made by Councilman Bissonnette and seconded by Councilman Farage, council voted five (5) “ayes”, no (0) “nays” to close the public hearing at 7:45 p.m. *The motion carried.*

**PUBLIC HEARING:**

**(Agenda Item H)**

A public hearing was held to consider public testimony regarding the creation of the Lakewood Village Operation and Maintenance Public Improvement District No. 1 at The Sanctuary at Sunset Cove.

No one requested to speak

**MOTION:** Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Farage, council voted five (5) “ayes”, no (0) “nays” to close the public hearing at 7:46 p.m. *The motion carried.*

**CONSENT AGENDA:**

**(Agenda Item I)**

1. Minutes of July 8, 2021 Council Meeting (Asbell)
2. Minutes of July 21, 2021 Council Meeting (Asbell)
3. Interlocal Agreement with Denton County for Tax Collection (Asbell)
4. Professional Services Agreement with Lakewood Village Partners (Asbell)

Eric Hancock, 8249 Treemont Place, Frisco, Texas. asked council to remove the minutes from both the July council meetings and not approve them because they do not fully reflect his statements.

**MOTION:** Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Bissonnette, council voted five (5) “ayes”, no (0) “nays” to approve consent agenda items as presented. *The motion carried.*

**REGULAR AGENDA:**

**(Agenda Item J)**

**Consideration of Resolution Authorizing the  
Creation of the Lakewood Village Public  
Improvement District No. 1 at Sanctuary at  
Sunset Cove (Vargus)**

**(Agenda Item J.1)**

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**MOTION:** Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Bissonnette, council voted five (5) “ayes”, no (0) “nays” to approve the resolution authorizing the creation of the Lakewood Village Public Improvement District No. 1 at Sanctuary at Sunset Cove as presented. *The motion carried.*

**Consideration of Resolution Authorizing the  
Creation of the Lakewood Village Operation  
and Maintenance Public Improvement  
District No. 1 at Sanctuary at Sunset Cove  
(Vargus)**

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**(Agenda Item J.2)**

**MOTION:** Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Bissonnette, council voted five (5) “ayes”, no (0) “nays” to approve the resolution authorizing the creation of the Lakewood Village Operation and Maintenance Public Improvement District No. 1 at Sanctuary at Sunset Cove. *The motion carried.*

**Consideration of Resolution Authorizing the  
Mayor to execute an Escrow Agreement  
Related to Certain Dissolution Petitions and  
Resolving Other Matters Related Thereto  
(Vargus)**

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**(Agenda Item J.3)**

**MOTION:** Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Farage, council voted five (5) “ayes”, no (0) “nays” to approve the resolution authorizing the mayor to execute an escrow agreement related to certain dissolution petitions and resolving other matters related thereto. *The motion carried.*

**Consideration of Development Agreement  
with Sanctuary Texas, LLC (Vargus)**

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**(Agenda Item J.4)**

Mayor Vargus reported that Little Elm is expected to release the 6 acres they are claiming in their ETJ in their September 7<sup>th</sup> council meeting. The development agreement will be re-executed to include those acres and include language related to solid waste service. Mayor Vargus reported that Mary Petty of P3Works reviewed the agreement and included language that was required due to the Public Improvement District. Mayor Vargus reported that required anti-boycotting language needs to be added to the agreement.



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**MOTION:** Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Bissonnette, council voted five (5) “ayes”, no (0) “nays” to conditionally approve the development agreement and conditionally make the agreement effective only if the Town of Little Elm on September 7, 2021, by majority vote of the Little Elm City Council at its public meeting, (1) forever terminates the development agreement between Little Elm and The Sanctuary Texas LLC; and (2) forever grants approximately 6 acres in The Sanctuary development (defined as the 6 Acre Portion currently claimed by Little Elm to be in its extraterritorial jurisdiction) to the Town of Lakewood Village. *The motion carried.*

**Consideration of Interlocal Agreement for  
Fire/EMS and Police for Public Improvement  
District No. 1 (Vargus)**

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**(Agenda Item J.5)**

Mayor Vargus reported that Little Elm already provides Fire and EMS services to Lakewood Village. Little Elm would like to provide Fire/EMS and police services to the public improvement district. Mayor Vargus clarified the PID will pay for these services and no town funds will be used for these services. Lakewood Village is not allowing Little Elm police to patrol inside Lakewood Village.

**MOTION:** Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Farage, council voted five (5) “ayes”, no (0) “nays” to conditionally approve the amended interlocal agreements and conditionally make the agreements effective only if the Town of Little Elm on September 7, 2021, by majority vote of the Little Elm City Council at its public meeting, (1) forever terminates the development agreement between Little Elm and The Sanctuary Texas LLC; and (2) forever grants approximately 6 acres in The Sanctuary development (defined as the 6 Acre Portion currently claimed by Little Elm to be in its extraterritorial jurisdiction) to the Town of Lakewood Village. *The motion carried.*

**Discussion of Concrete Road Project (Vargus)**

**(Agenda Item J.6)**

Mayor Vargus reported that Ed Bell Construction has essentially walked off the job and is not following through with completion of the punch-list items, laying of sod, watering of the sod, completion of drainage, inlets, and other items. Mayor Vargus reported on different areas that Ed Bell has not completed and on unapproved change orders Ed Bell has attempted to submit for payment. Town Engineer, Kimley Horn, does not recommend approval of the change orders. Town Engineer and the Town Attorney are reviewing the contract to determine the required steps for enforcement. The Town Engineer said they have never had a contractor abandon and not complete a job. Mayor Vargus reviewed the major errors in the construction of Stowe Lane at the beginning of the road project. Mayor Vargus stated that he came up with a correction for Stowe

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Lane which accommodated Ed Bell and allowed them to fix Stowe rather than completely remove and reconstruct the street. There was some discussion about the nearly \$20,000 in extra engineering expenses and extra Fugro costs due to Ed Bell's errors on Stowe Lane. There was some discussion about the project being substantially complete and the possibility of using the funds withheld from Ed Bell to hire another contractor to complete the project.

**Consideration of 2021-2022 Fiscal Year  
Budget (Vargus)**

**(Agenda Item J.7)**

Mayor Vargus reviewed the current year to date numbers. There was some discussion about possible changes caused by development. Mayor Vargus reported on the possibility of the American Rescue Act funds being received. Municipal Development District President Linda Loudon reviewed the MDD budget which was approved at the previous MDD meeting. There was some discussion about town functions, parks, and town mowing being handled by the MDD. There was some discussion about street sign replacement.

**MOTION:** Upon a motion made by Councilman Farage and seconded by Councilman Bissonnette, council voted five (5) "ayes", no (0) "nays" to approve the budget for fiscal year 2021-2022. *The motion carried.*

**Consideration of 2018 Fire Code (Bushong)**

**(Agenda Item J.8)**

Councilman Bushong reported the document has not changed since the last time council meeting.

**MOTION:** Upon a motion made by Councilman Bissonnette and seconded by Councilman Farage, council voted five (5) "ayes", no (0) "nays" to approve the 2018 Fire Code. *The motion carried.*

**EXECUTIVE SESSION:**

**(Agenda Item K)**

At 8:20 p.m. Mayor Pro-Tem West recessed into executive session in accordance with

1. § 551.071(2), Texas Government Code to wit: consultation with Town Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter to receive legal advice re: Development agreements, development and zoning standards; and
2. § 551.071(2), Texas Government Code to wit: consultation with Town Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter to receive

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legal advice re: Development agreements, development and zoning standards; and

3. § 551.087 Texas Government Code to wit: Economic Development Negotiations regarding Sam Hill Ventures, Sanctuary at Sunset Cove, Project Left Field, Project Slade Rock, Project Boy Scout, Project Lakewood Village Partners, Project Lightning Bolt, and Project Flat Top; and
4. § 551.072 Texas Government Code to wit: deliberations about real property regarding Sam Hill Ventures, Sanctuary at Sunset Cove, Project Left Field, Project Slade Rock, Project Boy Scout, Project Lakewood Village Partners, Project Lightning Bolt, and Project Flat Top; and

**RECONVENE:**

**(Agenda Item L)**

Mayor Vargus reconvened the special session at 9:12 p.m. No action was taken.

**ADJOURNMENT**

**(Agenda Item M)**

**MOTION:** Upon a motion made by Councilwoman Lepley and seconded by Mayor Pro-Tem West council voted five (5) “ayes” and no (0) “nays” to adjourn the Regular Meeting of the Lakewood Village Town Council at 9:12 p.m. on Thursday August 12, 2021. The motion carried.

These minutes approved by the Lakewood Village Town Council on the 9th day of September 2021.

**APPROVED:**

\_\_\_\_\_  
Darrell West  
MAYOR PRO-TEM

**ATTEST:**

\_\_\_\_\_  
Linda Ruth, TRMC, CMC  
TOWN SECRETARY



## 2022 Rocky Point Budget

	2022	2021	2021	2020	2020
	BUDGET	BUDGET	YTD 6/30	ACTUAL	BUDGET
<b>Revenues</b>					
Interest	\$300	\$300	\$115	\$187	\$100
Water Revenue	\$40,000	\$18,000	\$17,480	\$17,610	\$18,000
Late Fees	\$400	\$400	\$310	\$493	\$400
Camp Cherokee	\$3,600	\$3,000	\$3,600	\$7,200	\$3,600
Tap Fees	\$1,550		\$2,000		
Reimbursed Expenses	\$2,100			\$6,068	\$0
<b>Revenues</b>	<b>\$40,700</b>	<b>\$21,700</b>	<b>\$23,505</b>	<b>\$31,558</b>	<b>\$22,100</b>
<b>Operating Expenses</b>					
Office Supplies				\$75	\$0
TCEQ Licensing Fee					\$175
Admin Fee	\$8,400	\$4,400	\$4,200	\$4,400	\$4,400
Operator		\$2,400	\$1,908	\$2,468	\$2,400
Scheduled Maintenance			\$764	\$50	\$300
Laboratory	\$3,000	\$1,200	\$3,570	\$1,201	\$1,200
Water Repairs	\$1,500	\$1,500	\$1,824	\$11,396	\$1,500
Water Equipment				\$125	\$0
Chemicals	\$100	\$100	\$100	\$70	\$250
Electricity	\$1,500	\$1,200	\$1,056	\$1,109	\$1,000
Contingency Fund			\$3,089	\$84	\$0
<b>Expenses</b>	<b>\$14,500</b>	<b>\$10,800</b>	<b>\$16,511</b>	<b>\$20,978</b>	<b>\$11,225</b>
<b>Operating Income</b>	<b>\$26,200</b>	<b>\$10,900</b>	<b>\$6,994</b>	<b>\$10,580</b>	<b>\$10,875</b>
CAPX	\$10,000	\$0	\$7,783	\$780	\$5,000
Transfer to MDD	\$15,000	\$5,000		\$7,479	\$0
<b>NET Cash Flow</b>	<b>\$1,200</b>	<b>\$5,900</b>	<b>(\$789)</b>	<b>\$2,321</b>	<b>\$5,875</b>

## 2022 MDD Budget

		2022	2021	2021	2020	2020
		BUDGET	BUDGET	YTD 6/30	ACTUAL	BUDGET
<b>Revenues</b>						
Interest		\$300	\$200	\$265	\$214	\$150
Sales Tax		\$35,000	\$25,000	\$23,660	\$26,686	\$17,000
<b>Total</b>		<b>\$35,300</b>	<b>\$25,200</b>	<b>\$23,925</b>	<b>\$26,900</b>	<b>\$17,150</b>
<b>Expenditures</b>						
Projects		\$30,000	\$20,320	\$14,907	\$14,703	\$20,000
<b>Total</b>		<b>\$30,000</b>	<b>\$20,320</b>	<b>\$14,907</b>	<b>\$14,703</b>	<b>\$20,000</b>
<b>Operating Income</b>		<b>\$5,300</b>	<b>\$4,880</b>	<b>\$9,018</b>	<b>\$12,197</b>	<b>(\$2,850)</b>
Transfers From Rocky Point Water		\$15,000	\$5,000	\$0	\$7,479	\$0
<b>NET Cash Flow</b>		<b>\$20,300</b>	<b>\$9,880</b>	<b>\$9,018</b>	<b>\$19,676</b>	<b>(\$2,850)</b>
<b>Projects:</b>						
Town Events		\$4,000	\$4,000	\$2,017		
Crawfish Boil		\$6,000				
Street Signs		\$4,000	\$4,000			
CO2014 Interest Payment		\$5,000	\$12,320	\$12,318		
City mowing		\$8,000				
Sewer line to Circle K	**					
Park		\$3,000				
Ballfield	***					
Rocky Point				\$470		
Other				\$102		
		<b>\$30,000</b>	<b>\$20,320</b>	<b>\$14,907</b>		

## EXHIBIT A

### INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by the Town of Little Elm, Texas ("Little Elm"), a home rule municipal corporation, and the Town of Lakewood Village, a political subdivision of the State of Texas, and located in Denton County ("Lakewood Village"). Little Elm and Lakewood Village may individually be referred to as a "Party" or collectively as the "Parties."

#### RECITALS:

**WHEREAS**, on August 12, 2021, Lakewood Village created the Lakewood Village Operation and Maintenance Public Improvement District No. 1 comprised of approximately 63.826 acres located entirely within the extraterritorial jurisdiction of Lakewood Village (the "Public Improvement District") as more particularly described in Exhibit A and depicted in Exhibit B attached hereto; and

**WHEREAS**, on September 7, 2021, the Town Council of Little Elm approved [Ordinance \_\_\_\_] releasing [\_\_\_\_] acres of property located in its extraterritorial jurisdiction into the extraterritorial jurisdiction of Lakewood Village (the "Released Property") as more particularly described in Exhibit C and depicted in Exhibit D attached hereto; and

**WHEREAS**, Lakewood Village intends to expand the boundaries of the Public Improvement District to include the Released Property; and

**WHEREAS**, the Parties intend for this Agreement to include the Public Improvement District and the Released Property; and

**WHEREAS**, upon Lakewood Village expanding the boundaries of the PID to include the Released Property, the Parties intend that this Agreement shall automatically be amended to include the Released Property without further action by either Party (the Public Improvement District and the Released Property are hereinafter collectively referred to as the "PID"); and

**WHEREAS**, Lakewood Village is desirous of providing residents in the PID with full-time law enforcement protection and services and has requested Little Elm to provide law enforcement services; and

**WHEREAS**, Little Elm is desirous of furnishing full-time law enforcement protection and services to residents in the PID; and

**WHEREAS**, the Little Elm Police Department ("LEPD") is a duly organized agency of Little Elm engaged in the provision of law enforcement and related services for the benefit of the citizens of Little Elm; and





**WHEREAS**, the Parties desire to enter into this Agreement to provide law enforcement protection and services in accordance with the terms and conditions set forth herein; and

**WHEREAS**, all payments to be made hereunder shall be made from current and available revenues available to the paying party from the PID and no other revenues of Lakewood Village; and

**WHEREAS**, the Parties have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder and is in the best interest of each party; and

**WHEREAS**, this Agreement shall be in conformance with Chapter 791 of the Texas Government Code, more commonly known as the "Interlocal Cooperation Act;"

**WHEREAS**, The Town Council of the Town of Lakewood Village, on August 12, 2021, conditionally approved this agreement and agrees to conditionally make this agreement effective only upon approval by majority vote of the Town Council of the Town of Little Elm on September 7, 2021, at its public meeting that the Town of Little Elm (1) forever terminates the development agreement between Little Elm and The Sanctuary Texas LLC, and (2) forever unconditionally grants approximately 6 acres in The Sanctuary development (defined as the 6 Acre Portion currently claimed by the Town of Little Elm) to the Town of Lakewood Village.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES AGREE AS FOLLOWS:**

**Section 1. Preamble.** All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

**Section 2. Term.** This Agreement shall begin on the first calendar day of the month following the date on which Lakewood Village issues the sixty-sixth (66) Certificate of Occupancy for any lot within the PID (the "Start Date") and will continue in force for three (3) years (the "Initial Term"), unless terminated pursuant to the provisions of Section 10. On the date Lakewood Village issues the sixty-sixth (66) Certificate of Occupancy, Lakewood Village shall notify Little Elm in writing stating the term of this Agreement. This Agreement will automatically renew annually for additional twelve (12) month term(s) ("Renewal Term") unless either party notifies the other party in writing not less than sixty (60) days prior to the expiration of the applicable term of its desire to terminate this Agreement.

**Section 3. Scope of Services.** Little Elm agrees to provide residents of the PID the following equipment, services, personnel, and facilities (described below, hereinafter collectively referred to as "Police Services");

- (a) Provide an adequate number of police patrol units to provide routine neighborhood patrol, patrol of business establishments, speed limit enforcement and traffic control on all roadways within the PID, routine investigation services, Community Policing programs, and otherwise enforce the laws of the State of Texas, in such a manner as to provide adequate police services considering factors such as, but not limited to, housing densities, commercial development, roadway conditions, and traffic flow. It is understood that (i) the officer assigned to the PID will be required to respond to calls or otherwise provide services outside of the PID and (ii) that, from time to time, an officer assigned to another district in Little Elm will provide services in the PID. The Parties agree that the coverage described hereinabove constitutes adequate police services.
- (b) Answer and respond to calls for police assistance on a 24-hour basis.
- (c) Arrange for and/or coordinating jail capacity and services for housing of arrestees, including providing booking services.
- (d) Provide all human resource services necessary for the recruitment, screening, employment, and training of all personnel required to provide services to the residents of the PID, including providing all employee policies and procedures and the administration thereof.
- (e) Provide all general and personal liability coverage necessary for the adequate protection of Little Elm personnel providing police services to the residents of the PID at the same level of protection afforded officers and employees while performing the same or similar duties in Little Elm, provided however, that neither party shall be responsible for the other party's employee retirement and/or pension benefits.
- (f) Conduct all crime reporting and maintain Little Elm's standard law enforcement activity reports/statistics pertinent to the PID for the purpose of providing Lakewood Village with performance measures relating to services provided by Little Elm in accordance with this Agreement.
- (g) Give prompt consideration to all requests from residents of the PID routed through the PID Liaison Officer or dispatch regarding the delivery of law enforcement services under this Agreement. Little Elm will make every reasonable effort to comply with such requests as long as they are consistent with the law and the Policy Manual of the Little Elm Police Department.
- (h) Submit written reports of any and all activity within the PID as soon as reasonably possible after the request is submitted and make an officer available for an annual report to the Lakewood Village Town Council.
- (i) Provide citizens and/or residents of the PID with the same access to Little Elm's Police Chief, officers, and employees as is provided to Little Elm's citizens and residents.

#### **Section 4. Liaison.**

- (a) The Chief of Police of Little Elm, or the Chief's designee, shall act on behalf of Little Elm, and serve as "Little Elm Liaison Officer" for Little Elm. The Little Elm Liaison Officer will make



or receive requests and confer upon matters concerning the delivery of law enforcement services to residents of the PID. The Little Elm Liaison Officer will devote sufficient time and attention to the execution of said duties and will provide immediate and direct supervision of the Little Elm Police Department employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of residents of the PID and Little Elm. The Little Elm Liaison Officer will cause the Little Elm Police Department to respond to any non-emergency inquiries from the Lakewood Village Liaison Officer (as defined herein) within 24 hours from the receipt of inquiry or, if the request is made on a weekend or holiday, on the next business day.

(b) Lakewood Village Town Council shall designate a liaison to act on behalf of residents of the PID, and to serve as "Lakewood Village Liaison" for residents of the PID. The Lakewood Village Liaison will devote sufficient time and attention to the execution of said duties on behalf of residents of the PID and will provide immediate and direct supervision of Lakewood Village employees, agents, contractors, and/or laborers, if any, in the furtherance of the purpose, terms and conditions of this Agreement for the mutual benefit of residents of the PID and Little Elm. The initial Lakewood Village Liaison shall be the Lakewood Village Town Administrator. Lakewood Village will notify Little Elm as to any change in the designation of the Lakewood Village Liaison for residents of the PID. For routine inquiries, the Lakewood Village Liaison shall phone the Little Elm Police Department non-emergency line or email Little Elm at the email address furnished by the Little Elm Chief of Police.

(c) Lakewood Village Town Council shall designate a PID Budget Liaison to act on behalf of residents of the PID, and to serve as "PID Budget Liaison" for residents of the PID. The PID Budget Liaison will devote sufficient time and attention to the execution of said duties on behalf of residents of the PID and will coordinate the annual budget process for payment of services between the Lakewood Village Liaison and the Little Elm Liaison Officer. The initial PID Budget Liaison shall be P3Works, LLC, the PID Administrator.

**Section 5. Supervision.** The Chief of Police for the Little Elm Police Department will be solely responsible for the planning, organizing, assigning, directing and supervising the Little Elm personnel under this Agreement. The rendition of service, the standard of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed will be solely determined, directed and performed by the Little Elm Police Department; provided however, that the Little Elm Police Department may consult with the Lakewood Village Liaison Officer concerning such matters.

## **Section 6. Compensation.**

(a) Lakewood Village agrees to make annual payments to Little Elm for the cost of salaries (the "Salary Compensation Payment"). Yearly determinations will be made on January 1<sup>st</sup> of each year to confirm what percent of buildout has been achieved. Payments will be required each May 1<sup>st</sup> after 25% of the PID residential lots have been issued Certificates of Occupancy. Lakewood Village agrees to compensate Little Elm for services based off the percentage of Certificates of Occupancy issued. Little Elm anticipates that an additional officer will be required once 75% of the PID residential lots (approximately 198 lots) have been built out. Lakewood



Village will be required to pay 100% of an Officers salary once 75% of Certificates of Occupancy have been issued. Little Elm anticipates the annual costs of Salary Compensation as set forth below. Lakewood Village would be required to pay a percentage of the salary listed below determined on January 1st of each year following the year 25% of the PID residential lots have been Issued Certificates of Occupancy based off the number of Certificates of Occupancy issued. The Salary Compensation Payment shall be due and payable May 1st of each year for the term of this agreement.

YEAR	PAYMENT
Year 1	\$106,606.00
Year 2	\$109,271.25
Year 3	\$114,734.81
Year 4	\$117,603.18
Year 5	\$123,483.33

(b) The Parties agree that the consideration hereunder is intended to compensate Little Elm for the costs to provide Police Services to residents of the PID.

(c) In addition to the Salary Compensation Payment, Lakewood Village shall pay the costs set forth in Section 7 regarding equipment when 75% of the PID residential lots have been issued Certificates of Occupancy.

#### **Section 7. Vehicle and Police Equipment.**

(a) Lakewood Village agrees to reimburse Little Elm for the one-time capital cost not to exceed ninety thousand dollars and zero cents (\$90,000) for one (1) additional vehicle and all equipment necessary for patrol operation pursuant to Little Elm Vehicle and Equipment Replacement Program schedule (the "Equipment Cost"). This equipment includes, but is not limited to:

1. Radio
2. Lights and Siren
3. Markings
4. Cage
5. Camera System
- 67 MDC

(b) Lakewood Village agrees to reimburse Little Elm after receipt of each invoice for the cost of outfitting one (1) Police Officer (a total not to exceed (\$25,000.00), with all equipment necessary for police operations. This equipment includes, but is not limited to:

1. Radio
2. Uniforms
3. Protective Equipment
4. Firearms
6. Light

(c) The first Equipment Cost payment shall be due May 1<sup>st</sup> following the first SAP Update after the Start Date once 75% of the PID residential lots have been issued Certificates of Occupancy and be in the amount of actual Equipment Assessments collected.

(d) Little Elm agrees to provide maintenance and, if necessary, replacement of the above described equipment. Little Elm will give reasonable notice to Lakewood Village when it is time to trade in the vehicle described in Section 7(a), *supra*. Little Elm will purchase the vehicle and credit Lakewood Village with the trade-in or auction value when the replacement is required according to the Town Vehicle Replacement Schedule.

**Section 8. Revenues Retained.** All revenues, fines, and forfeitures that may be generated by the performance of law enforcement duties within the boundaries of the PID shall be retained by Little Elm and credited to the PID and used to offset the salary compensation payment.

**Section 9. Termination.**

(a) Should Lakewood Village fail to make any payment due under the terms of this Agreement, then Lakewood Village will be in default under this Agreement and interest shall accrue on behalf of Little Elm in accordance with the percent of interest authorized by the Texas Prompt Payment Act (Chapter 2251, TEX. GOV'T. CODE, as amended). Failure to pay an annual installment or the one-time payment under Section 7, within 30 days of written notice from Little Elm of such default and the amount of payment required to remedy the default, shall result in termination of this Agreement and police services will cease 30 days after notice to Lakewood Village.

(b) Lakewood Village's recourse for failure of Little Elm to furnish law enforcement services under this Agreement will be the right to make a proportionate reduction in the fee to be paid (as determined by mutual agreement of the Parties) or to terminate this Agreement by giving notice.

(c) If this Agreement is terminated, a prorated amount for the vehicle and equipment purchased by Lakewood Village pursuant to Section 7 will be determined and reimbursed to Lakewood Village.

(d) Either party to this Agreement can expect and may require the other party and its officials and employees to carry out, respect and enforce the terms and obligations of this Agreement. Should any party to this Agreement be in default under this Agreement, the other party shall provide 30 days' notice to remedy the default, after which notice such party shall promptly cure the default.

(e) Should any notice of default be given for any default (other than a default for nonpayment) and not be cured to the satisfaction of the non-defaulting party within 30 days, the Parties agree to submit to non-binding mediation. Each party will name at least two and no more than three potential mediators (complete with resume) who are located in Texas. If the Parties cannot mutually agree on a mediator, each party may strike all but one of the other party's proposed mediators, leaving a total of two names. The Parties shall then select a name by coin toss. It is the intent of the Parties that mediation be scheduled as soon as practical once the mediator is



determined. The cost of the mediator shall be divided evenly by the Parties whether or not the mediation results in resolution of the matters in controversy.

(f) If mediation does not result in resolution of the matters in controversy, the aggrieved party may proceed to enforce its rights in a court of competent jurisdiction.

(g) The foregoing remedies shall be cumulative; the election of one remedy shall not preclude pursuit of another.

(h) All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

**Section 10. Notices.** All written notices shall be sent to the following parties by certified mail-return receipt requested:

**Town of Little Elm**  
Mayor  
100 Eldorado Parkway  
Little Elm, Texas 75068

**Lakewood Village**  
Mayor  
100 Highridge Drive  
Lakewood Village, Texas 75068

**Section 11. Jurisdiction.** Lakewood Village grants full and complete authorization and jurisdiction to Little Elm for all Police Services provided by Little Elm contained in this Agreement. The jurisdiction granted by Lakewood Village shall be solely within the boundary of the Public Improvement District and not within any other portion of the extraterritorial jurisdiction or corporate town limits of Lakewood Village. Little Elm will not patrol or respond to any areas inside the Lakewood Village extraterritorial jurisdiction or corporate town limits outside of the boundary of the Public Improvement District except in the sole event Little Elm is called upon through mutual aid or in response to a crime that occurs in the Public Improvement District or other area served by Little Elm.

**Section 12. Venue.** Venue for any legal dispute arising pursuant to this Agreement shall be in Denton County, Texas.

**Section 13. Little Elm Police Department.** At all times during the term of this Agreement, all police officers and employees shall be solely under the supervision and control of the Chief of Police of Little Elm or the Chief's duly authorized representative.

**Section 14. Party Status.** Both Parties agree that (i) Little Elm is an independent contractor, (ii) that Little Elm shall have exclusive control of the performance of services hereunder, and (iii) that employees of Little Elm in no way are to be considered employees of Lakewood Village.

**Section 15. Indemnification.**

(a) To the extent permitted by law, Lakewood Village agrees to hold harmless, save and indemnify Little Elm from and against any and all claims for damages, personal injury and/or

death that may be asserted against Little Elm arising from Lakewood Village's negligence or its performance hereunder, save and except intentional acts or acts of gross negligence by Little Elm.

(b) To the extent permitted by law, Little Elm agrees to hold harmless, save and indemnify Lakewood Village from and against any and all claims for damages, personal injury and/or death that may be asserted against Lakewood Village arising from Little Elm's negligence or its performance hereunder, save and except intentional acts or acts of gross negligence by Lakewood Village.

(c) The foregoing notwithstanding, the Parties hereto reserve the right to assert all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to these Parties.

(d) The provisions of this indemnification are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any person or entity.

**Section 16. Waiver of Breach.** No waiver by either party of any default or breach of a term or condition of this Agreement by the other party may be treated as a waiver of any subsequent default or breach of the same or any other term or condition of this Agreement.

**Section 17. Modification.** This Agreement may only be modified, changed or altered at any time upon mutual agreement of the Parties, provided that any such modification, change and/or alteration be reduced to writing and approved by the governing bodies of Little Elm and Lakewood Village.

**Section 18. No Waiver of Immunity.** Nothing in this Agreement shall give any claim or cause of action to any person or party not a party to this Agreement, nor create any claim or cause of action against Little Elm or Lakewood Village which would not exist in the absence of this Agreement. Nothing in this Agreement shall add to or change the liability limits or immunities otherwise available to each party to this Agreement, and nothing in this Agreement shall be deemed or construed to waive any defense, privilege, or immunity of any of the Parties to this Agreement nor of any of their elected officials, officers, or employees, as to any claim or cause of action brought by any person or entity.

**Section 19. Conditional Approval.** The Town Council of the Town of Lakewood Village, on August 12, 2021, conditionally approved this agreement and agrees to conditionally make this agreement effective only upon approval by majority vote of the Town Council of the Town of Little Elm on September 7, 2021, at its public meeting that the Town of Little Elm (1) forever terminates the development agreement between Little Elm and The Sanctuary Texas LLC, and (2) forever unconditionally grants approximately 6 acres in The Sanctuary development (defined as the 6 Acre Portion currently claimed by the Town of Little Elm) to the Town of Lakewood Village.

**Section 20. Effective Date.** The effective date of this Agreement shall be the date on which all of the following events have occurred: (i) the Developer has acquired the Property or such portion thereof; (ii) all parties have fully executed this Agreement; and (iii) the conditions set forth in

Section 19 have been met whether before the date of approval by both the Town of Lakewood Village and the Town of Little Elm of this Agreement or after this Agreement is executed

**Section 21. Miscellaneous.** This Agreement is not intended to and shall not be construed to create a joint enterprise between the Parties hereto. This Agreement shall not be construed more strictly against the drafter as both Parties have the benefit of counsel. This Agreement contains the entire agreement between the Parties and all prior negotiations, statements, or representations are superseded and displaced hereby. A waiver, alteration, or modification of this Agreement shall not be binding unless it is in writing and signed by both Parties. The headings of the various paragraphs of the Agreement have been inserted for convenient reference only and shall not be construed to enlarge, diminish, or otherwise change the express provisions hereof.

*[the rest of this page left blank intentionally]*





IN WITNESS WHEREOF, we have hereunto set our hands this the \_\_\_\_\_ day of \_\_\_\_\_, 2021 in duplicate originals.

TOWN OF LITTLE ELM, TEXAS

TOWN OF LAKEWOOD VILLAGE,  
TEXAS

\_\_\_\_\_  
Curtis Cornelious  
Mayor

\_\_\_\_\_  
*Mark E. Vargus*  
Dr. Mark E. Vargus  
Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Caitlan Biggs,  
Town Secretary

\_\_\_\_\_  
*Linda Ruth*  
Linda Ruth, TRMC, CMC  
Town Secretary

AGREED AS TO FORM:

\_\_\_\_\_  
Mary Petty  
P3Works, Lakewood Village Liaison Officer





EXHIBIT A

Legal Description of the Property

**TRACT 1**

BEING a tract of land situated in the C.C. Dickson Survey, Abstract No. 339, Denton County, Texas, and being portions of Lots 1 and 2 and all of Lots 3 thru 9 of Cardinal Ridge Estates, according to the Final Plat thereof recorded in Cabinet P, Page 255 of the Plat Records of Denton County, Texas, and also being a portion of a called 4.83 acre tract of land described as Tract 1 in a Special Warranty Deed to The Sanctuary Texas LLC, as recorded in Document No. 2019-106442 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at the northwest corner of said Cardinal Ridge Estates, common to the southwest corner of a called 69.789 acre tract of land described in a deed to Taylor Morrison of Texas, Inc., as recorded in Document No. 2018-60177 of the Official Records of Denton County, Texas, being on the east line of Lake Lewisville;

THENCE North 89°36'11" East, departing the easterly line of said Lake Lewisville, along the northerly line of said Cardinal Ridge Estates, the southerly line of said 69.789 acre tract and the southerly line of South Oak, according to the plat thereof recorded in Document No. 2019-354 of the Plat Records of Denton County, Texas, a distance of 2430.22 feet to the northerly northeast corner of said Lot 9, common to an ell corner of said South Oak;

THENCE South 0°19'19" East, continuing along the northerly line of said Cardinal Ridge Estates and the southerly line of said South Oak, a distance of 37.08 feet to the southerly northeast corner of said Lot 9, common to an exterior corner of said South Oak;

THENCE South 89°42'07" East, continuing along the northerly line of said Cardinal Ridge Estates and the southerly line of said South Oak, and along the southerly line of a called 5.1807 acre tract of land described in a deed to Duyen Nguyen and Canh-Van Nguyen, as recorded in Document No. 1993-30424 of the Deed Records of Denton County, Texas, a distance of 415.04 feet to a point for corner;

THENCE South 8°13'40" West, departing the northerly line of said Cardinal Ridge Estates and the southerly line of said 5.1807 acre tract, and crossing said Cardinal Ridge Estates and said 4.83 acre tract, a distance of 241.64 feet to a point for corner;

THENCE South 16°57'19" West, continuing across said 4.83 acre tract, a distance of 73.95 feet to a point for corner on the southerly line of said 4.83 acre tract, and the northerly line of a called 4.660 acre tract of land described in a deed to Kristen E. Byler and Craig Byler, as recorded in Document No. 2015-128423 of the Official Records of Denton County, Texas;

THENCE North 89°38'49" West, along the southerly line of said 4.83 acre tract and the northerly line of said 4.660 acre tract, a distance of 294.78 feet to the southwest corner of said

4.83 acre tract, common to the northwest corner of said 4.660 acre tract, and being on the easterly line of said Cardinal Ridge Estates;

THENCE South 0°19'19" East, along the easterly line of said Cardinal Ridge Estates and the westerly line of said 4.660 acre tract, a distance of 33.21 feet to a point for corner;

THENCE South 25°40'06" West, continuing along the easterly line of said Cardinal Ridge Estates, the westerly line of said 4.660 acre tract, and the westerly line of a called 4.8956 acre tract of land described in a deed to Craig J. Byler and wife, Rebecca J. Byler, as recorded in Volume 4997, Page 3818 of the Deed Records of Denton County, Texas, a distance of 264.35 feet to the southwest corner of said 4.8956 acre tract, common to an ell corner of said Cardinal Ridge Estates;

THENCE South 64°14'49" East, continuing along the easterly line of said Cardinal Ridge Estates and along the southwest line of said 4.8956 acre tract, a distance of 307.35 feet to a point for corner;

THENCE South 25°52'37" West, departing the easterly line of said Cardinal Ridge Estates and the southwest line of said 4.8956 acre tract, and crossing said Cardinal Ridge Estates, a distance of 245.78 feet to a point for corner on the easterly line of said Cardinal Ridge Estates and the northerly line of a called 9.67 acre tract of land described in a deed to Eldorado West Property LLC, as recorded in Document No. 2017-40049 of the Official Records of Denton County, Texas;

THENCE North 64°15'46" West, along the easterly line of said Cardinal Ridge Estates and the northerly line of said 9.67 acre tract, a distance of 306.62 feet to the northwest corner of said 9.67 acre tract, common to an ell corner of said Cardinal Ridge Estates;

THENCE South 25°45'30" West, continuing along the easterly line of Cardinal Ridge Estates, the westerly line of said 9.67 acre tract, and the westerly line of a called 4.84 acre tract of land described in a deed to Eldorado West Property LLC, as recorded in Document No. 2017-107057 of the Official Records of Denton County, Texas, a distance of 737.21 feet to the southwest corner of said 4.84 acre tract, common the southeast corner of said Cardinal Ridge Estates, being on the northerly line of a called 4.778 acre tract of land described in a deed to Mitch Dudley Enterprises, Inc., as recorded in Document No. 2019-12560 of the Official Records of Denton County, Texas;

THENCE South 87°22'45" West, along the southerly line of said Cardinal Ridge Estates, the northerly line of said 4.778 acre tract and the northerly line of a called 4.863 acre tract of land described in a deed to Mitch Dudley Enterprises, Inc., as recorded in Document No. 2018-28970 of the Official Records of Denton County, Texas, a distance of 261.15 feet to the northwest corner of said 4.863 acre tract, common to the northeast corner of a called 4.888 acre tract of land described in a deed to Todd Rohwer and Monica Rohwer, as recorded in Document No. 2018-78332 of the Official Records of Denton County, Texas, the southeast corner of a called 1.397 acre tract of land described in a deed to Michael Kohlschmidt and Kara Kohlschmidt, as recorded in Document No. 2018-42768 of the Official Records of Denton County, Texas;





THENCE North 31°13'39" West, continuing along the southerly line of Cardinal Ridge Estates, along the northeasterly line of said 1.397 acre tract, and the northeasterly line of a called 10.000 acre tract of land described as Tract 1 in a deed to Todd Rohwer and Monica Rohwer, as recorded in Document No. 2016-50799 of the Official Records of Denton County, Texas, a distance of 441.88 feet to the common southerly corner of aforesaid Lot 1 and aforesaid Lot 2;

THENCE North 76°12'37" West, continuing along the southerly line of said Cardinal Ridge Estates and the northerly line of said 10.000 acre tract, a distance of 1496.47 feet to the southwest corner of said Cardinal Ridge Estates, common to the northwest corner of said 10.000 acre tract, being on the easterly line of aforesaid Lake Lewisville;

THENCE North 0°32'55" West, along the westerly line of said Cardinal Ridge Estates and the easterly line of said Lake Lewisville, a distance of 171.21 feet to a point for corner;

THENCE North 0°47'31" West, continuing along the westerly line of said Cardinal Ridge Estates and the easterly line of said Lake Lewisville, a distance of 593.68 feet to the POINT OF BEGINNING and containing 63.397 acres (2,761,579 square feet) of land, more or less.

## **TRACT 2**

BEING a tract of land situated in the C.C. Dickson Survey, Abstract No. 339, Denton County, Texas, and being portions of Lot 1 and a right-of-way dedication of Cardinal Ridge Estates, according to the Final Plat thereof recorded in Cabinet P, Page 255 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at the southeast corner of said right-of-way dedication, being in the centerline of Eldorado Parkway, formerly known as Garza Lane, a variable width right-of-way;

THENCE North 64°15'46" West, departing the centerline of said Eldorado Parkway, along the southwesterly line of said right-of-way dedication and crossing said Eldorado Parkway, passing en route the southeast corner of said Lot 1, common to the northeast corner of a called 9.67 acre tract of land described in a deed to Eldorado West Property LLC, as recorded in Document No. 2017-40049 of the Official Records of Denton County, Texas, being on the westerly right-of-way line of said Eldorado Parkway, and continuing along the same course and along the easterly line of said Lot 1 and the northeasterly line of said 9.67 acre tract, for a total distance of 373.32 feet to a point for corner;

THENCE departing the easterly line of said Lot 1 and the northeasterly line of said 9.67 acre tract, and crossing said Lot 1 and said right-of-way dedication, the following:

South 83°44'46" East, a distance of 189.92 feet to a point for corner;

South 87°27'10" East, a distance of 140.09 feet to a point for corner;

North 89°46'06" East, a distance of 72.89 feet to a point for corner on the easterly line of said right-of-way dedication and in the centerline of said Eldorado Parkway;

THENCE South 25°45'01" West, along the easterly line of said right-of-way dedication and the centerline of said Eldorado Parkway, a distance of 150.43 feet to the POINT OF BEGINNING and containing 0.601 of an acre (26,189 square feet) of land, more or less.

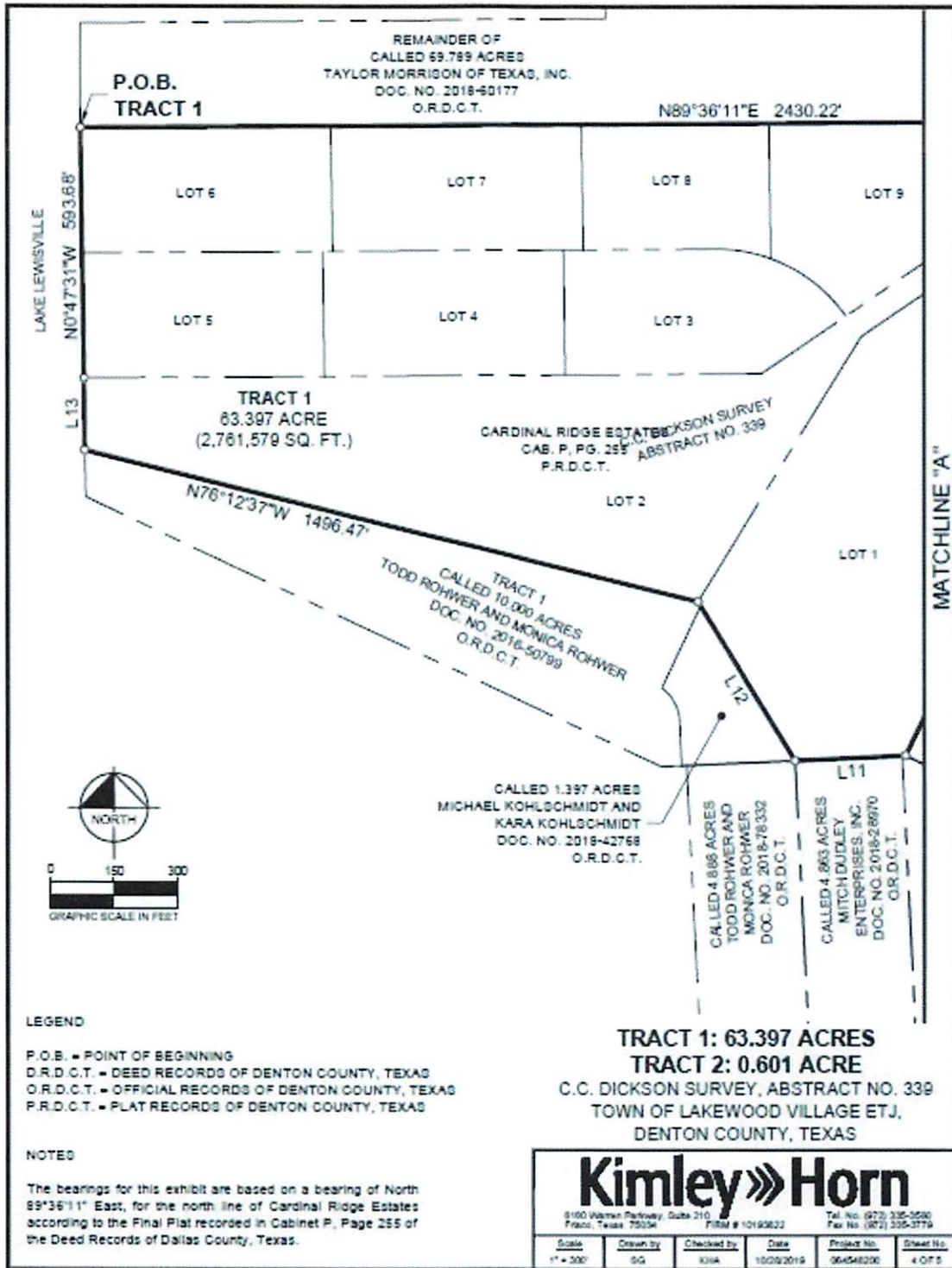
#### NOTES

The bearings for this description are based on a bearing of North 89°36'11" East, for the north line of Cardinal Ridge Estates according to the Final Plat recorded in Cabinet P, Page 255 of the Deed Records of Dallas County, Texas.

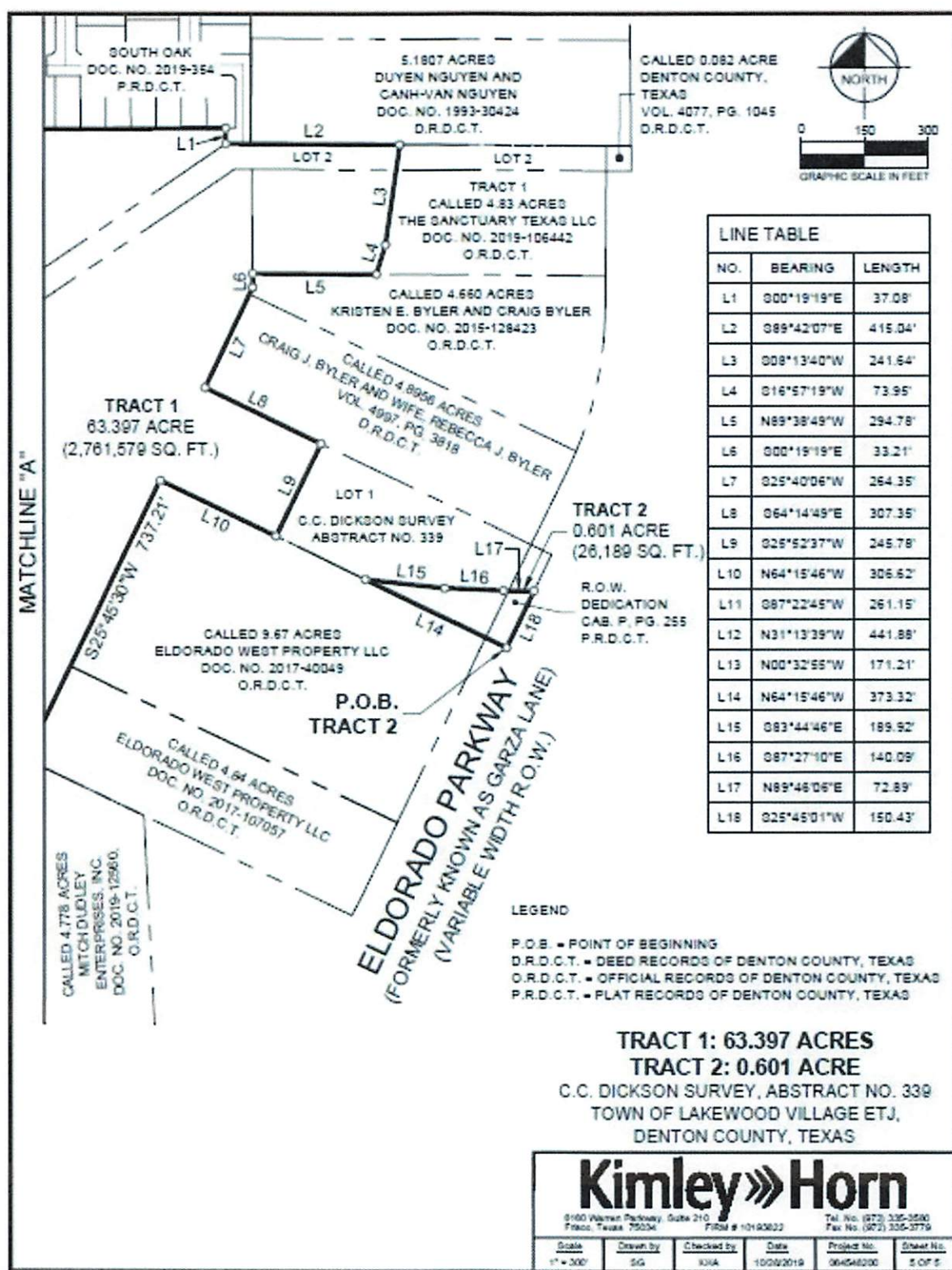
This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

# EXHIBIT B

## Depiction of the Property









## EXHIBIT C

### Legal Description of the Released Property

#### TRACT 1

BEING a tract of land situated in the C.C. Dickson Survey, Abstract No. 339, Denton County, Texas, and being a portion of Lot 2 of Cardinal Ridge Estates, according to the Final Plat thereof recorded in Cabinet P, Page 255 of the Plat Records of Denton County, Texas, a portion of a called 4.83 acre tract of land described as Tract 1 in a Special Warranty Deed to The Sanctuary Texas LLC, as recorded in Document No. 2019-106442 of the Official Records of Denton County, Texas, all of a called 0.082 acre tract of land described in a deed to Denton County, Texas, as recorded in Volume 4077, Page 1045 of the Deed Records of Denton County, Texas, and also being all of a called 0.357 acre tract of land described in a deed to Denton County, Texas, as recorded in Document No. 97-R0070167 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at the northeast corner of said 0.082 acre tract, common to the southeast corner of a called 5.1807 acre tract of land described in a deed to Duyen Nguyen and Canh-Van Nguyen, as recorded in Document No. 1993-30424 of the Deed Records of Denton County, Texas, being in the centerline of Eldorado Parkway, formerly known as Garza Lane, a variable width right-of-way;

THENCE South 0°44'00" East, along the east line of said 0.082 acre tract, the east line of said 0.357 acre tract, and the centerline of said Eldorado Parkway, a distance of 310.82 feet to the southeast corner of said 0.357 acre tract;

THENCE North 89°38'49" West, departing the centerline of said Eldorado Parkway, along the south line of said 0.357 acre tract and crossing said Eldorado Parkway, passing en route the southwest corner of said 0.357 acre tract, common to the southeast corner of said 4.83 acre tract, and the northeast corner of a called 4.660 acre tract of land described in a deed to Kristen E. Byler and Craig Byler, as recorded in Document No. 2015-128423 of the Official Records of Denton County, Texas, being on the west right-of-way line of said Eldorado Parkway, and continuing along the same course, the south line of said 4.83 acre tract, and the north line of said 4.660 acre tract, for a total distance of 605.60 feet to a point for corner on the current city limit of Town of Little Elm;

THENCE North 16°51'49" East, departing the south line of said 4.83 acre tract and the north line of said 4.660 acre tract, along said current city limit of Town of Little Elm and crossing said 4.83 acre tract, a distance of 73.59 feet to a point for corner;

THENCE North 8°13'40" East, continuing along said current city limit of Town of Little Elm, across said 4.83 acre tract and crossing said Lot 2, a distance of 241.96 feet to a point for corner on the northerly line of said Lot 2 and the south line of said 5.1807 acre tract;

THENCE South 89°42'07" East, departing said current city limit of Town of Little Elm, along the north line of said Lot 2 and the south line of said 5.1807 acre tract, passing en route the northeast corner of said Lot 2, common to the northwest corner of said 0.082 acre tract, being on the west right-of-way line of said Eldorado Parkway, and continuing along the same course, along the north line of said 0.082 acre tract and crossing said Eldorado Parkway, a distance of 545.64 feet to the POINT OF BEGINNING and containing 4.072 acres (177,388 square feet) of land, more or less.

## TRACT 2

BEING a tract of land situated in the C.C. Dickson Survey, Abstract No. 339, Denton County, Texas, and being a portion of Lot 1 and a right-of-way dedication of Cardinal Ridge Estates, according to the Final Plat thereof recorded in Cabinet P, Page 255 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at the northeast corner of said right-of-way dedication, being in the centerline of Eldorado Parkway, formerly known as Garza Lane, a variable width right-of-way;

THENCE South 25°45'01" West, along the centerline of said Eldorado Parkway and the southeasterly line of said right-of-way dedication, a distance of 95.18 feet to a point for corner on the current city limit of Town of Little Elm;

THENCE departing the centerline of said Eldorado Parkway, the southeasterly line of said right-of-way dedication, crossing said Eldorado Parkway, said right-of-way dedication and said Lot 1, and along said current city limit of Town of Little Elm, the following:

South 89°46'06" West, a distance of 72.89 feet to a point for corner;

North 87°27'10" West, a distance of 140.09 feet to a point for corner;

North 83°44'46" West, a distance of 189.92 feet to a point for corner on the easterly line of said Lot 1 and the northeasterly line of a called 9.67 acre tract of land described in a deed to Eldorado West Property LLC, as recorded in Document No. 2017-40049 of the Official Records of Denton County, Texas;

THENCE North 64°15'46" West, departing said current city limit of Town of Little Elm, along the easterly line of said Lot 1 and the northeasterly line of said 9.67 acre tract, a distance of 231.10 feet to a point for corner;

THENCE North 25°52'37" East, departing the easterly line of said Lot 1 and the northeasterly line of said 9.67 acre tract, and crossing said Lot 1, a distance of 245.78 feet to a point for corner on the easterly line of said Lot 1 and the southwesterly line of a called 4.8956 acre tract of land described in a deed to Craig J. Byler and wife, Rebecca J. Byler, as recorded in Volume 4997, Page 3818 of the Deed Records of Denton County, Texas;

THENCE South 64°14'49" East, along the easterly line of said Lot 1 and the southwesterly line of said 4.8956 acre tract, the northerly line of said right-of-way dedication, and crossing said Eldorado Parkway, a distance of 603.87 feet to the POINT OF BEGINNING and containing 2.806 acres (122,244 square feet) of land, more or less.

#### NOTES

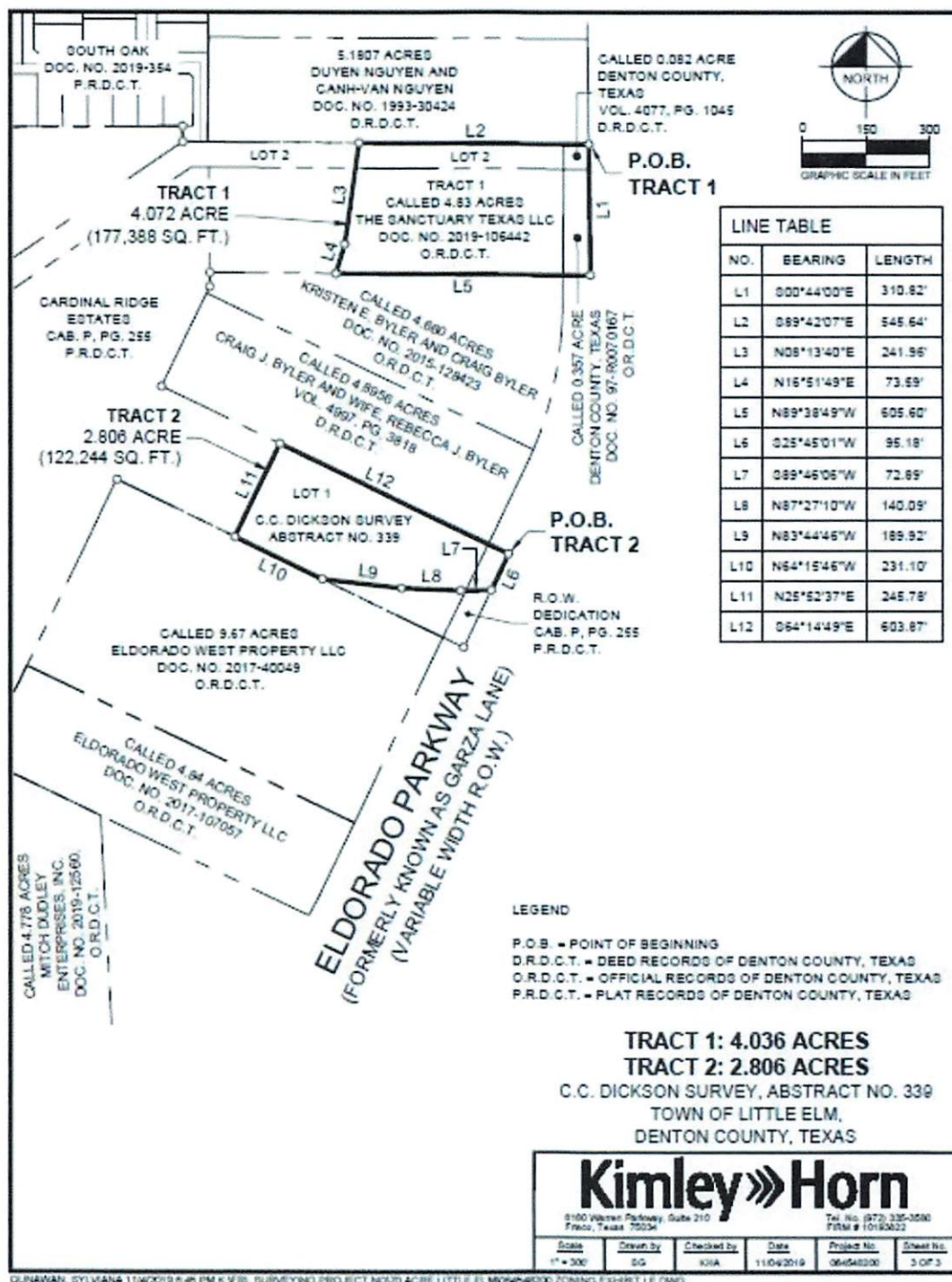
The bearings for this description are based on a bearing of North 89°36'11" East, for the north line of Cardinal Ridge Estates according to the Final Plat recorded in Cabinet P, Page 255 of the Deed Records of Dallas County, Texas.

This document was prepared under 22 TAC §663.21, 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.



# EXHIBIT D

## Depiction of the Released Property



## EXHIBIT B

### INTERLOCAL AGREEMENT FOR FIRE, RESCUE, AND EMERGENCY MEDICAL SERVICES BETWEEN THE TOWN OF LAKEWOOD VILLAGE, TEXAS, AND THE TOWN OF LITTLE ELM, TEXAS

This Interlocal Agreement ("Agreement") is made and entered by and between the Town of Lakewood Village, a political subdivision of the State of Texas, and located in Denton County ("Lakewood Village") and the Town of Little Elm, a municipal subdivision in the State of Texas and located in Denton County ("Little Elm"). Lakewood Village and Little Elm may individually be referred to as a "Party" or collectively referred to as "Parties."

#### RECITALS:

**WHEREAS**, Lakewood Village is a duly organized political subdivision in the State of Texas engaged in the administration of city government related services for the benefit of the citizens of Lakewood Village; and

**WHEREAS**, Little Elm is a municipality engaged in the provision of fire, rescue and emergency medical services for the benefit of the citizens of Little Elm; and

**WHEREAS**, on August 12, 2021, Lakewood Village created the Lakewood Village Operation and Maintenance Public Improvement District No. 1 comprised of approximately 63.826 acres located entirely within the extraterritorial jurisdiction of Lakewood Village (the "Public Improvement District") as more particularly described in Exhibit A and depicted in Exhibit B attached hereto; and

**WHEREAS**, on September 7, 2021, the Town Council of Little Elm approved [Ordinance \_\_\_\_] releasing [\_\_\_\_] acres of property located in its extraterritorial jurisdiction into the extraterritorial jurisdiction of Lakewood Village (the "Released Property") as more particularly described in Exhibit C and depicted in Exhibit D attached hereto; and

**WHEREAS**, Lakewood Village intends to expand the boundaries of the Public Improvement District to include the Released Property; and

**WHEREAS**, the Parties intend for this Agreement to include the Public Improvement District and the Released Property; and

**WHEREAS**, upon Lakewood Village expanding the boundaries of the PID to include the Released Property, the Parties intend that this Agreement shall automatically be amended to include the Released Property without further action by either Party (the Public Improvement District and the Released Property are hereinafter collectively referred to as the "PID"); and

**WHEREAS**, Lakewood Village desires to obtain fire, rescue, and emergency medical services rendered by Little Elm, as fully hereinafter described for the benefit of the residents within the PID and the Released Property; and



**WHEREAS**, the furnishing of the services is a governmental function that services the public health and welfare and is of mutual concern to the Parties; and

**WHEREAS**, all payments to be made hereunder shall be made from current and available revenues available to the paying party from the PID and no other revenues of Lakewood Village; and

**WHEREAS**, Lakewood Village and Little Elm mutually desire to be subject to the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

**WHEREAS**, The Town Council of the Town of Lakewood Village, on August 12, 2021, conditionally approved this agreement and agrees to conditionally make this agreement effective only upon approval by majority vote of the Town Council of the Town of Little Elm on September 7, 2021, at its public meeting that the Town of Little Elm (1) forever terminates the development agreement between Little Elm and The Sanctuary Texas LLC, and (2) forever unconditionally grants approximately 6 acres in The Sanctuary development (defined as the 6 Acre Portion currently claimed by the Town of Little Elm) to the Town of Lakewood Village.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES AGREE AS FOLLOWS:**

#### **SECTION 1. Conditional Approval**

Conditional Approval. The Town Council of the Town of Lakewood Village, on August 12, 2021, conditionally approved this agreement and agrees to conditionally make this agreement effective only upon approval by majority vote of the Town Council of the Town of Little Elm on September 7, 2021, at its public meeting that the Town of Little Elm (1) forever terminates the development agreement between Little Elm and The Sanctuary Texas LLC, and (2) forever unconditionally grants approximately 6 acres in The Sanctuary development (defined as the 6 Acre Portion currently claimed by the Town of Little Elm) to the Town of Lakewood Village.

#### **SECTION 2. Effective Date**

The effective date of this Agreement shall be the date on which all of the following events have occurred: (i) the Developer has acquired the Property or such portion thereof; (ii) all parties have fully executed this Agreement; and (iii) the conditions set forth in Section 1 have been met whether before the date of approval by both the Town of Lakewood Village and the Town of Little Elm of this Agreement or after this Agreement is executed.

#### **SECTION 3. Term of Agreement**

The term of this Agreement shall begin on the first calendar day of the month following the date on which Lakewood Village issues the first Certificate of Occupancy for any lot within the PID (the "Start Date") and will continue in force for three (3) years (the "Initial Term"), unless terminated pursuant to the provisions of Section 11. On the date Lakewood Village issues the first Certificate of Occupancy, Lakewood Village shall notify Little Elm in writing



stating the term of this Agreement. Upon the expiration of the Initial Term, this Agreement will automatically renew annually for an additional twelve (12) month term unless either Party notifies the other Party in writing not less than sixty (60) days prior to the expiration of the applicable term of its desire to terminate this Agreement.

#### **SECTION 4. General Definitions**

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

“INCIDENT RESPONSE” shall mean any circumstance where the communications center receives a request which merits the dispatching of a fire or medical unit, and said unit initiates a response to the “SERVICE AREA.” An INCIDENT RESPONSE may include both emergency and non-emergency calls for service and/or call types.

“INCIDENT REPORT” shall mean an official record, utilizing the National Fire Incident Reporting Systems. An INCIDENT REPORT shall be completed by Little Elm on all INCIDENT RESPONSES.

“SERVICE AREA” means any property or roadway within the boundaries of the PID as more particularly described in Exhibit A and depicted in Exhibit B attached hereto.

#### **CALL TYPE DEFINITIONS**

“FIRE INCIDENTS” shall mean a call for service that requires fire suppression actions. Common FIRE INCIDENTS include, but not limited to, building fires; cooking fires; chimney fires; automobile or recreational vehicle fires; brush or grass fires; and trash or dumpster fires.

“HAZARDOUS CONDITIONS” shall mean a call for service that requires hazard mitigation. Common HAZARDOUS CONDITIONS include, but not limited to, natural gas or propane leaks; gasoline or flammable liquid spills; electrical wiring/equipment problems; downed powerlines; and minor vehicle accidents with fluid spills.

“EMERGENCY MEDICAL CALLS” shall mean a call for service that requires emergency medical services. Common EMERGENCY MEDICAL CALLS include, but not limited to, chest pains/heart attacks; strokes; cardiac arrests; unconscious persons; difficulty breathing; chokings; drownings; gunshots/stabbings; diabetic emergencies; and other illnesses or injuries.

“MAJOR MOTOR-VEHICLE ACCIDENTS” shall mean a call for service involving a motor-vehicle collision. Examples include, but not limited to, single motor-vehicle collision; motor-vehicle/motor-vehicle collision; motor-vehicle/pedestrian accident; and extrication of trapped persons from a vehicle.

“RESCUES” shall mean a call for service requiring rescue services. Common RESCUES

include, but not limited to, children locked in vehicles; search for missing or lost persons; and extrication of a trapped persons from machinery or equipment.

“SERVICE CALLS” shall mean a call to provide service on a non-emergency incident/event. Common SERVICE CALLS include, but not limited to, assisting a disabled person into a bed/chair; investigate a complaint of smoke or odor; an animal rescue (such as a dog locked inside a car); and assisting law enforcement.

“SEVERE WEATHER INCIDENTS” shall mean a call related to severe weather. Common SEVERE WEATHER INCIDENTS include, but not limited to, wind or flood assessments; and investigation of lightning strikes.

## **SECTION 5. Services to be Provided**

The Little Elm Fire Department shall respond as requested or dispatched and render the appropriate services for the following call types within the SERVICE AREA: FIRE INCIDENTS; HAZARDOUS CONDITIONS; EMERGENCY MEDICAL CALLS; MAJOR MOTOR-VEHICLE ACCIDENTS; RESCUES; SERVICE CALLS; and SEVERE WEATHER INCIDENTS.

It is recognized that the officers and employees of Little Elm determine priorities in the dispatching and use of such equipment and personnel and the judgement of any officer or employee as to any such matter shall be the final determination.

Lakewood Village understands and agrees that Little Elm is not and shall not be required to purchase any additional equipment of any type or nature for purposes to provide services under this Agreement. Little Elm Fire Department may provide service under this Agreement through mutual aid and/or interlocal cooperation agreements between Little Elm and other fire and emergency services providers.

## **SECTION 6. Lakewood Village Responsibilities**

- 1.) Lakewood Village Town Council shall designate the Town Administrator to act on behalf of Lakewood Village and to serve as an “EMS Liaison” to Little Elm. The EMS Liaison or his/her designated substitute, shall insure the performance of all duties and obligations of Lakewood Village herein stated and, shall devote sufficient time and attention to the execution of said duties on behalf of Lakewood Village in full compliance with the terms and conditions of this Agreement and will provide immediate and direct supervision of Lakewood Village employees, agents, contractors, and/or laborers, if any, in the furtherance of the purpose, terms and conditions of this Agreement for the mutual benefit of residents of the PID, Lakewood Village and Little Elm. .
- 2.) Lakewood Village Town Council shall designate a PID Budget Liaison to act on behalf of residents of the PID, and to serve as “PID Budget Liaison” for residents of the PID. The PID Budget Liaison will devote sufficient time and attention to the execution of said duties on behalf of residents of the PID and will coordinate the annual budget process for



payment of services between the EMS Liaison and the Little Elm. The initial PID Budget Liaison shall be P3Works, LLC, the PID Administrator.

## **SECTION 7. Little Elm Responsibilities**

The “Little Elm EMS Liaison” shall act on behalf of Little Elm. The Little Elm EMS Liaison will make or receive requests and confer upon matters concerning the budget, reports or inquires with the PID Budget Liaison and/or the EMS Liaison as needed. Little Elm shall insure the performance of all duties and obligations of Little Elm as herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of Little Elm in full compliance with the terms and conditions of this Agreement and shall provide immediate and direct supervision of Little Elm employees, agents, contractors, sub-contractors and/or laborers, if any in the furtherance of the purpose, terms and conditions of this Agreement for the mutual benefit of Lakewood Village and Little Elm.

## **SECTION 8. Payment for Retention of Service**

Lakewood Village agrees to pay to Little Elm an annual fee of \$53,000.00 (“EMS Base Fee”). Little Elm reserves the right charge a fixed sum of \$1,000.00 per INCIDENT RESPONSE for each subsequent INCIDENT RESPONSE in excess of 75 within any fiscal year (“Incident Fee”).

- 1.) Little Elm agrees to invoice Lakewood Village monthly for any Incident Fees due this section.
- 2.) Little Elm will notify the PID Budget Liaison (i) in June of each year as to the total incident responses for the fiscal year to date, and (ii) will provide an estimated incident total anticipated for the remaining fiscal year. The PID Budget Liaison will use the estimate provided in (i) above to adjust the PID Budget for the coming fiscal year to reflect the Little Elm estimate plus the EMS Base Fee.
- 3.) If Little Elm fails to provide an estimate of Incident Fee in June of each year, the PID Budget Liaison will include a 10% increase to EMS Base Fee in the PID budget for EMS services.

If at any time, the Incident Fee (i) exceeds the amounts collected from assessments in the PID, or (ii) Little Elm fails to invoice for the Incident Fee timely, then upon notice of outstanding invoices due, the PID Budget Liaison will prepare the next annual PID Budget to be increased to provide for payment of the unpaid invoices, and Little Elm will defer collection of the invoices with no interest accruing until the PID assessments are collected and PID revenues are available to pay the unpaid invoices. It is fully understood by Lakewood Village that this warrant does not apply to the Interlocal Agreement executed between Denton County and Little Elm.

## **SECTION 9. Ambulance Billing Rates**

Lakewood Village agrees that they will not expect to receive any enumeration reimbursed from ambulance billing payments received by Little Elm as billed for ambulance services provided within the SERVICE AREA.

It is further mutually agreed and understood that Little Elm may bill residents or individuals receiving ambulance services provided by Little Elm in Lakewood Village. It is mutually agreed and understood that Lakewood Village may not bill for ambulance services provided by Little Elm under this Agreement within the SERVICE AREA.

Lakewood Village understands and Little Elm warrants that the billing schedule of charges for ambulance services provided by Little Elm within the SERVICE AREA is the same for all other entities contracting with Little Elm and the same as Little Elm bills its residents; it is also fully understood by Lakewood Village that this warrant does not apply to the Interlocal Agreement as executed between Denton County and Little Elm.

Little Elm agrees to provide Lakewood Village with a listing from its INCIDENT REPORTS at the end of each quarter. The listing will identify the date, times, location, the alarm type for each call for service within the SERVICE AREA. Little Elm shall provide INCIDENT REPORTS for INCIDENT RESPONSES within the SERVICE AREA when requested by Lakewood Village or a resident of the PID. Little Elm will comply with the Health Insurance Portability and Accountability Act (HIPAA) when it comes to matters related to patient reports and personal history information.

#### **SECTION 10. The Released Property**

Upon Lakewood Village expanding the boundaries of the PID to include the Released Property, the Released Property shall automatically be included within the definition of the SERVICE AREA, without further action or amendment by either Party.

#### **SECTION 11. Termination**

Either Party giving sixty (60) days advance notice to the other Party may terminate the Agreement at any time. In the event of such termination by either Party, Little Elm shall be compensated "pro rata" for all services performed to termination date, as authorized by this Agreement. In the event of such termination, should Little Elm be overcompensated on a "pro rata" basis for all services performed to termination date, Little Elm shall reimburse "pro rata" for all such overcompensation. Acceptance of said reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

#### **SECTION 12. Payment Due Dates and Breach of Payment**

Payments by Lakewood Village during the term of this Agreement, are due and payable annually on May 1<sup>st</sup> from PID assessment revenue, beginning on the first April 15<sup>th</sup> following the Start Date of this Agreement. Little Elm shall provide immediate written notice to the Mayor of Lakewood Village, if Lakewood Village fails to provide timely payment under this Agreement. Failure by Lakewood Village to remedy such delinquent payment to Little Elm within 30 calendar days of written notice shall constitute a material breach of this Agreement and then and thereby immediately result in this Agreement being terminated pursuant to Section 11., notwithstanding the 60-day notice provision.



### **SECTION 13. Audited Report of Service**

Little Elm agrees to provide Lakewood Village with an audited balance sheet and income statement prepared in accordance with generally accepted accounting principles, once annually within one hundred eighty (180) days of the close of Little Elm's fiscal year, which ends on September 30<sup>th</sup> of each year.

### **SECTION 14. Amendments**

With regards to fire, rescue, and emergency services delivery to the PID, this Agreement represents the entire and integrated agreement between Lakewood Village and Little Elm and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument authorized by the respective Councils of both Lakewood Village and Little Elm.

### **SECTION 15. Applicable Laws/Venue**

The Texas Torts Claim Act or other appropriate statutes, ordinances, or laws of the State of Texas shall govern third party claims against either Party. Venue of any legal action brought under this Agreement shall lie in Denton County, Texas.

### **SECTION 16. Severability**

If any one or more of the minor provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such provision shall not affect any other provision thereof and the balance of this Agreement shall remain in force.

### **SECTION 17. Notices**

Notices of any breach or modification under this Agreement must be in writing and (1) mailed by certified mail to or (2) hand delivered to the Mayor of the other Party or their office.

### **SECTION 18. Authorization of Signatures**

The undersigned officers and/or agents of the parties hereto are properly authorized officials and have the necessary authority to execute the Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

### **SECTION 19. Indemnification**

"Pursuant to Chapter 791 of the Texas Government Code – The Interlocal Cooperation Act, by execution of this Agreement by Lakewood Village, Lakewood Village thereby agrees that to the maximum extent permitted by law, Lakewood Village shall defend and indemnify Little Elm, its officers, employees, and agents against, and hold Little Elm, its officers, employees and agents harmless from any and all claims, actions, causes of action, liability,

lawsuits, judgments, damages, injuries, costs or expenses, including attorney's fees or injury to the death of any person or damage to or destruction of any property resulting from or based upon, in whole or in part, any action or omission of Little Elm, its officers, employees or agents under this Agreement (but excluding gross negligence or any willful or wanton act), and any omission of Lakewood Village, its officers, employees or agents under this Agreement. The obligations stated in this paragraph shall be payable out of the current revenues of Lakewood Village."

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXECUTED in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2021.


**LITTLE ELM**

\_\_\_\_\_  
Curtis Cornelious  
Mayor

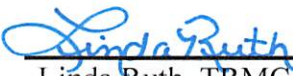
ATTEST:

\_\_\_\_\_  
Caitlan Biggs  
Town Secretary

**LAKEWOOD VILLAGE**

  
\_\_\_\_\_  
Dr. Mark E. Vargus  
Mayor

ATTEST:

  
\_\_\_\_\_  
Linda Ruth, TRMC CMC  
Town Secretary

**AGREED TO FORM:**

\_\_\_\_\_  
P3Works, Lakewood Village Liaison Officer





EXHIBIT A

Legal Description of the Property

**TRACT 1**

BEING a tract of land situated in the C.C. Dickson Survey, Abstract No. 339, Denton County, Texas, and being portions of Lots 1 and 2 and all of Lots 3 thru 9 of Cardinal Ridge Estates, according to the Final Plat thereof recorded in Cabinet P, Page 255 of the Plat Records of Denton County, Texas, and also being a portion of a called 4.83 acre tract of land described as Tract 1 in a Special Warranty Deed to The Sanctuary Texas LLC, as recorded in Document No. 2019-106442 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at the northwest corner of said Cardinal Ridge Estates, common to the southwest corner of a called 69.789 acre tract of land described in a deed to Taylor Morrison of Texas, Inc., as recorded in Document No. 2018-60177 of the Official Records of Denton County, Texas, being on the east line of Lake Lewisville;

THENCE North 89°36'11" East, departing the easterly line of said Lake Lewisville, along the northerly line of said Cardinal Ridge Estates, the southerly line of said 69.789 acre tract and the southerly line of South Oak, according to the plat thereof recorded in Document No. 2019-354 of the Plat Records of Denton County, Texas, a distance of 2430.22 feet to the northerly northeast corner of said Lot 9, common to an ell corner of said South Oak;

THENCE South 0°19'19" East, continuing along the northerly line of said Cardinal Ridge Estates and the southerly line of said South Oak, a distance of 37.08 feet to the southerly northeast corner of said Lot 9, common to an exterior corner of said South Oak;

THENCE South 89°42'07" East, continuing along the northerly line of said Cardinal Ridge Estates and the southerly line of said South Oak, and along the southerly line of a called 5.1807 acre tract of land described in a deed to Duyen Nguyen and Canh-Van Nguyen, as recorded in Document No. 1993-30424 of the Deed Records of Denton County, Texas, a distance of 415.04 feet to a point for corner;

THENCE South 8°13'40" West, departing the northerly line of said Cardinal Ridge Estates and the southerly line of said 5.1807 acre tract, and crossing said Cardinal Ridge Estates and said 4.83 acre tract, a distance of 241.64 feet to a point for corner;

THENCE South 16°57'19" West, continuing across said 4.83 acre tract, a distance of 73.95 feet to a point for corner on the southerly line of said 4.83 acre tract, and the northerly line of a called 4.660 acre tract of land described in a deed to Kristen E. Byler and Craig Byler, as recorded in Document No. 2015-128423 of the Official Records of Denton County, Texas;

THENCE North 89°38'49" West, along the southerly line of said 4.83 acre tract and the northerly line of said 4.660 acre tract, a distance of 294.78 feet to the southwest corner of said

4.83 acre tract, common to the northwest corner of said 4.660 acre tract, and being on the easterly line of said Cardinal Ridge Estates;

THENCE South 0°19'19" East, along the easterly line of said Cardinal Ridge Estates and the westerly line of said 4.660 acre tract, a distance of 33.21 feet to a point for corner;

THENCE South 25°40'06" West, continuing along the easterly line of said Cardinal Ridge Estates, the westerly line of said 4.660 acre tract, and the westerly line of a called 4.8956 acre tract of land described in a deed to Craig J. Byler and wife, Rebecca J. Byler, as recorded in Volume 4997, Page 3818 of the Deed Records of Denton County, Texas, a distance of 264.35 feet to the southwest corner of said 4.8956 acre tract, common to an ell corner of said Cardinal Ridge Estates;

THENCE South 64°14'49" East, continuing along the easterly line of said Cardinal Ridge Estates and along the southwest line of said 4.8956 acre tract, a distance of 307.35 feet to a point for corner;

THENCE South 25°52'37" West, departing the easterly line of said Cardinal Ridge Estates and the southwest line of said 4.8956 acre tract, and crossing said Cardinal Ridge Estates, a distance of 245.78 feet to a point for corner on the easterly line of said Cardinal Ridge Estates and the northerly line of a called 9.67 acre tract of land described in a deed to Eldorado West Property LLC, as recorded in Document No. 2017-40049 of the Official Records of Denton County, Texas;

THENCE North 64°15'46" West, along the easterly line of said Cardinal Ridge Estates and the northerly line of said 9.67 acre tract, a distance of 306.62 feet to the northwest corner of said 9.67 acre tract, common to an ell corner of said Cardinal Ridge Estates;

THENCE South 25°45'30" West, continuing along the easterly line of Cardinal Ridge Estates, the westerly line of said 9.67 acre tract, and the westerly line of a called 4.84 acre tract of land described in a deed to Eldorado West Property LLC, as recorded in Document No. 2017-107057 of the Official Records of Denton County, Texas, a distance of 737.21 feet to the southwest corner of said 4.84 acre tract, common the southeast corner of said Cardinal Ridge Estates, being on the northerly line of a called 4.778 acre tract of land described in a deed to Mitch Dudley Enterprises, Inc., as recorded in Document No. 2019-12560 of the Official Records of Denton County, Texas;

THENCE South 87°22'45" West, along the southerly line of said Cardinal Ridge Estates, the northerly line of said 4.778 acre tract and the northerly line of a called 4.863 acre tract of land described in a deed to Mitch Dudley Enterprises, Inc., as recorded in Document No. 2018-28970 of the Official Records of Denton County, Texas, a distance of 261.15 feet to the northwest corner of said 4.863 acre tract, common to the northeast corner of a called 4.888 acre tract of land described in a deed to Todd Rohwer and Monica Rohwer, as recorded in Document No. 2018-78332 of the Official Records of Denton County, Texas, the southeast corner of a called 1.397 acre tract of land described in a deed to Michael Kohlschmidt and Kara Kohlschmidt, as recorded in Document No. 2018-42768 of the Official Records of Denton County, Texas;



THENCE North 31°13'39" West, continuing along the southerly line of Cardinal Ridge Estates, along the northeasterly line of said 1.397 acre tract, and the northeasterly line of a called 10.000 acre tract of land described as Tract 1 in a deed to Todd Rohwer and Monica Rohwer, as recorded in Document No. 2016-50799 of the Official Records of Denton County, Texas, a distance of 441.88 feet to the common southerly corner of aforesaid Lot 1 and aforesaid Lot 2;

THENCE North 76°12'37" West, continuing along the southerly line of said Cardinal Ridge Estates and the northerly line of said 10.000 acre tract, a distance of 1496.47 feet to the southwest corner of said Cardinal Ridge Estates, common to the northwest corner of said 10.000 acre tract, being on the easterly line of aforesaid Lake Lewisville;

THENCE North 0°32'55" West, along the westerly line of said Cardinal Ridge Estates and the easterly line of said Lake Lewisville, a distance of 171.21 feet to a point for corner;

THENCE North 0°47'31" West, continuing along the westerly line of said Cardinal Ridge Estates and the easterly line of said Lake Lewisville, a distance of 593.68 feet to the POINT OF BEGINNING and containing 63.397 acres (2,761,579 square feet) of land, more or less.

## **TRACT 2**

BEING a tract of land situated in the C.C. Dickson Survey, Abstract No. 339, Denton County, Texas, and being portions of Lot 1 and a right-of-way dedication of Cardinal Ridge Estates, according to the Final Plat thereof recorded in Cabinet P, Page 255 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at the southeast corner of said right-of-way dedication, being in the centerline of Eldorado Parkway, formerly known as Garza Lane, a variable width right-of-way;

THENCE North 64°15'46" West, departing the centerline of said Eldorado Parkway, along the southwesterly line of said right-of-way dedication and crossing said Eldorado Parkway, passing en route the southeast corner of said Lot 1, common to the northeast corner of a called 9.67 acre tract of land described in a deed to Eldorado West Property LLC, as recorded in Document No. 2017-40049 of the Official Records of Denton County, Texas, being on the westerly right-of-way line of said Eldorado Parkway, and continuing along the same course and along the easterly line of said Lot 1 and the northeasterly line of said 9.67 acre tract, for a total distance of 373.32 feet to a point for corner;

THENCE departing the easterly line of said Lot 1 and the northeasterly line of said 9.67 acre tract, and crossing said Lot 1 and said right-of-way dedication, the following:

South 83°44'46" East, a distance of 189.92 feet to a point for corner;

South 87°27'10" East, a distance of 140.09 feet to a point for corner;



North 89°46'06" East, a distance of 72.89 feet to a point for corner on the easterly line of said right-of-way dedication and in the centerline of said Eldorado Parkway;

THENCE South 25°45'01" West, along the easterly line of said right-of-way dedication and the centerline of said Eldorado Parkway, a distance of 150.43 feet to the POINT OF BEGINNING and containing 0.601 of an acre (26,189 square feet) of land, more or less.

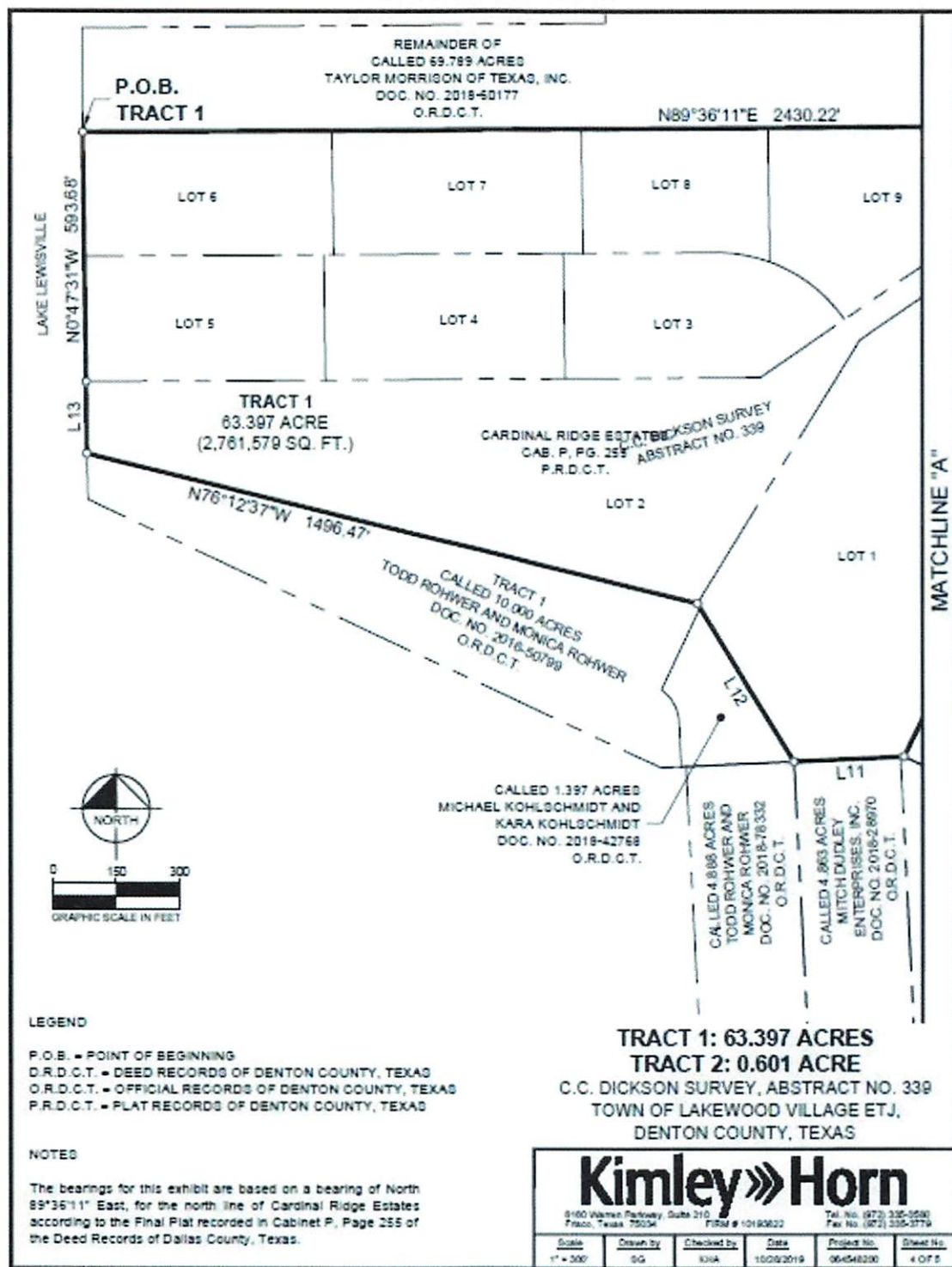
#### NOTES

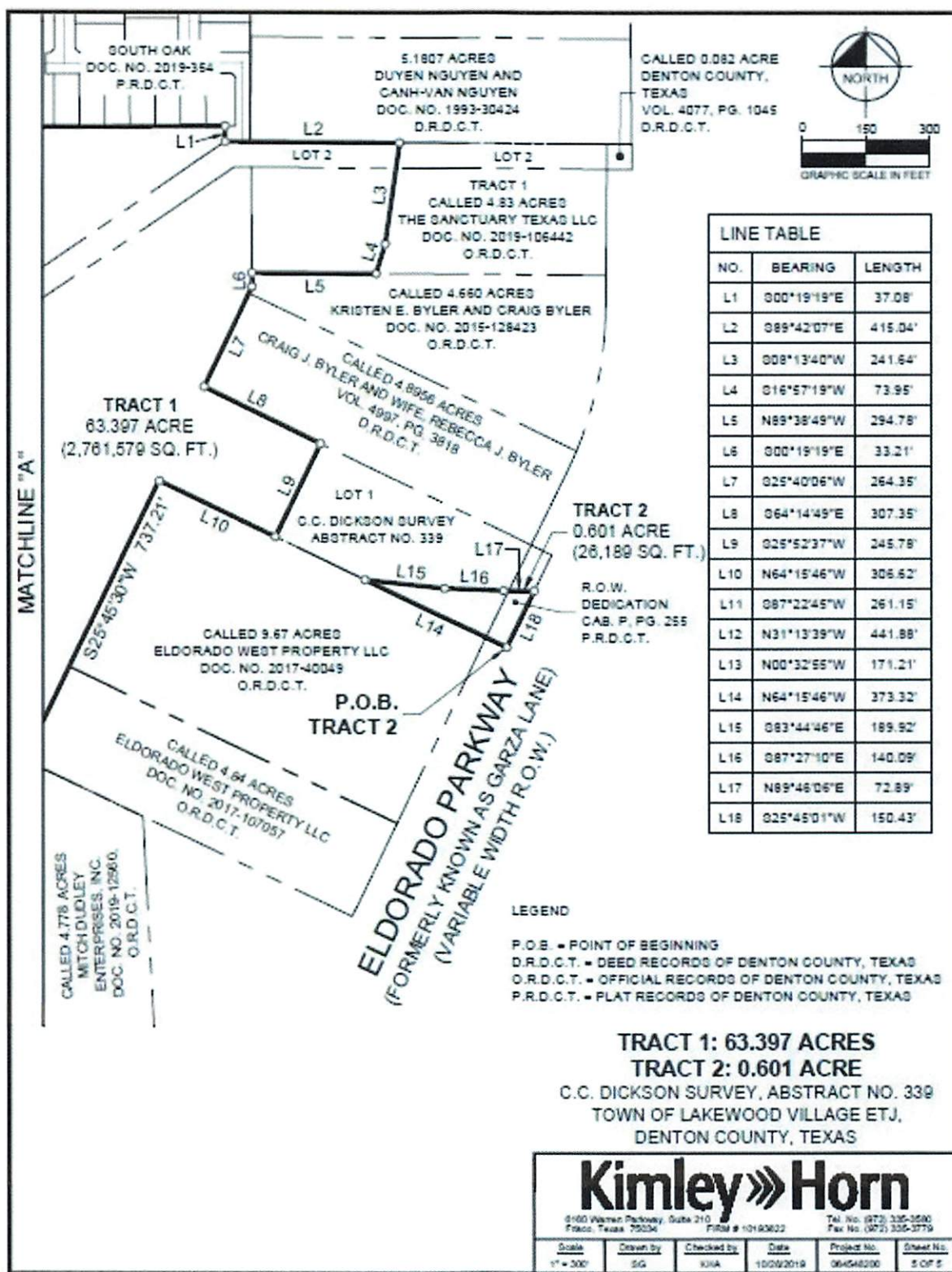
The bearings for this description are based on a bearing of North 89°36'11" East, for the north line of Cardinal Ridge Estates according to the Final Plat recorded in Cabinet P, Page 255 of the Deed Records of Dallas County, Texas.

This document was prepared under 22 TAC §663.21, 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.

# EXHIBIT B

## Depiction of the Property







## EXHIBIT C

### Legal Description of the Released Property

#### TRACT 1

BEING a tract of land situated in the C.C. Dickson Survey, Abstract No. 339, Denton County, Texas, and being a portion of Lot 2 of Cardinal Ridge Estates, according to the Final Plat thereof recorded in Cabinet P, Page 255 of the Plat Records of Denton County, Texas, a portion of a called 4.83 acre tract of land described as Tract 1 in a Special Warranty Deed to The Sanctuary Texas LLC, as recorded in Document No. 2019-106442 of the Official Records of Denton County, Texas, all of a called 0.082 acre tract of land described in a deed to Denton County, Texas, as recorded in Volume 4077, Page 1045 of the Deed Records of Denton County, Texas, and also being all of a called 0.357 acre tract of land described in a deed to Denton County, Texas, as recorded in Document No. 97-R0070167 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at the northeast corner of said 0.082 acre tract, common to the southeast corner of a called 5.1807 acre tract of land described in a deed to Duyen Nguyen and Canh-Van Nguyen, as recorded in Document No. 1993-30424 of the Deed Records of Denton County, Texas, being in the centerline of Eldorado Parkway, formerly known as Garza Lane, a variable width right-of-way;

THENCE South 0°44'00" East, along the east line of said 0.082 acre tract, the east line of said 0.357 acre tract, and the centerline of said Eldorado Parkway, a distance of 310.82 feet to the southeast corner of said 0.357 acre tract;

THENCE North 89°38'49" West, departing the centerline of said Eldorado Parkway, along the south line of said 0.357 acre tract and crossing said Eldorado Parkway, passing en route the southwest corner of said 0.357 acre tract, common to the southeast corner of said 4.83 acre tract, and the northeast corner of a called 4.660 acre tract of land described in a deed to Kristen E. Byler and Craig Byler, as recorded in Document No. 2015-128423 of the Official Records of Denton County, Texas, being on the west right-of-way line of said Eldorado Parkway, and continuing along the same course, the south line of said 4.83 acre tract, and the north line of said 4.660 acre tract, for a total distance of 605.60 feet to a point for corner on the current city limit of Town of Little Elm;

THENCE North 16°51'49" East, departing the south line of said 4.83 acre tract and the north line of said 4.660 acre tract, along said current city limit of Town of Little Elm and crossing said 4.83 acre tract, a distance of 73.59 feet to a point for corner;

THENCE North 8°13'40" East, continuing along said current city limit of Town of Little Elm, across said 4.83 acre tract and crossing said Lot 2, a distance of 241.96 feet to a point for corner on the northerly line of said Lot 2 and the south line of said 5.1807 acre tract;

THENCE South 89°42'07" East, departing said current city limit of Town of Little Elm, along the north line of said Lot 2 and the south line of said 5.1807 acre tract, passing en route the northeast corner of said Lot 2, common to the northwest corner of said 0.082 acre tract, being on the west right-of-way line of said Eldorado Parkway, and continuing along the same course, along the north line of said 0.082 acre tract and crossing said Eldorado Parkway, a distance of 545.64 feet to the POINT OF BEGINNING and containing 4.072 acres (177,388 square feet) of land, more or less.

## TRACT 2

BEING a tract of land situated in the C.C. Dickson Survey, Abstract No. 339, Denton County, Texas, and being a portion of Lot 1 and a right-of-way dedication of Cardinal Ridge Estates, according to the Final Plat thereof recorded in Cabinet P, Page 255 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at the northeast corner of said right-of-way dedication, being in the centerline of Eldorado Parkway, formerly known as Garza Lane, a variable width right-of-way;

THENCE South 25°45'01" West, along the centerline of said Eldorado Parkway and the southeasterly line of said right-of-way dedication, a distance of 95.18 feet to a point for corner on the current city limit of Town of Little Elm;

THENCE departing the centerline of said Eldorado Parkway, the southeasterly line of said right-of-way dedication, crossing said Eldorado Parkway, said right-of-way dedication and said Lot 1, and along said current city limit of Town of Little Elm, the following:

South 89°46'06" West, a distance of 72.89 feet to a point for corner;

North 87°27'10" West, a distance of 140.09 feet to a point for corner;

North 83°44'46" West, a distance of 189.92 feet to a point for corner on the easterly line of said Lot 1 and the northeasterly line of a called 9.67 acre tract of land described in a deed to Eldorado West Property LLC, as recorded in Document No. 2017-40049 of the Official Records of Denton County, Texas;

THENCE North 64°15'46" West, departing said current city limit of Town of Little Elm, along the easterly line of said Lot 1 and the northeasterly line of said 9.67 acre tract, a distance of 231.10 feet to a point for corner;

THENCE North 25°52'37" East, departing the easterly line of said Lot 1 and the northeasterly line of said 9.67 acre tract, and crossing said Lot 1, a distance of 245.78 feet to a point for corner on the easterly line of said Lot 1 and the southwesterly line of a called 4.8956 acre tract of land described in a deed to Craig J. Byler and wife, Rebecca J. Byler, as recorded in Volume 4997, Page 3818 of the Deed Records of Denton County, Texas;



THENCE South 64°14'49" East, along the easterly line of said Lot 1 and the southwesterly line of said 4.8956 acre tract, the northerly line of said right-of-way dedication, and crossing said Eldorado Parkway, a distance of 603.87 feet to the POINT OF BEGINNING and containing 2.806 acres (122,244 square feet) of land, more or less.

#### NOTES

The bearings for this description are based on a bearing of North 89°36'11" East, for the north line of Cardinal Ridge Estates according to the Final Plat recorded in Cabinet P, Page 255 of the Deed Records of Dallas County, Texas.

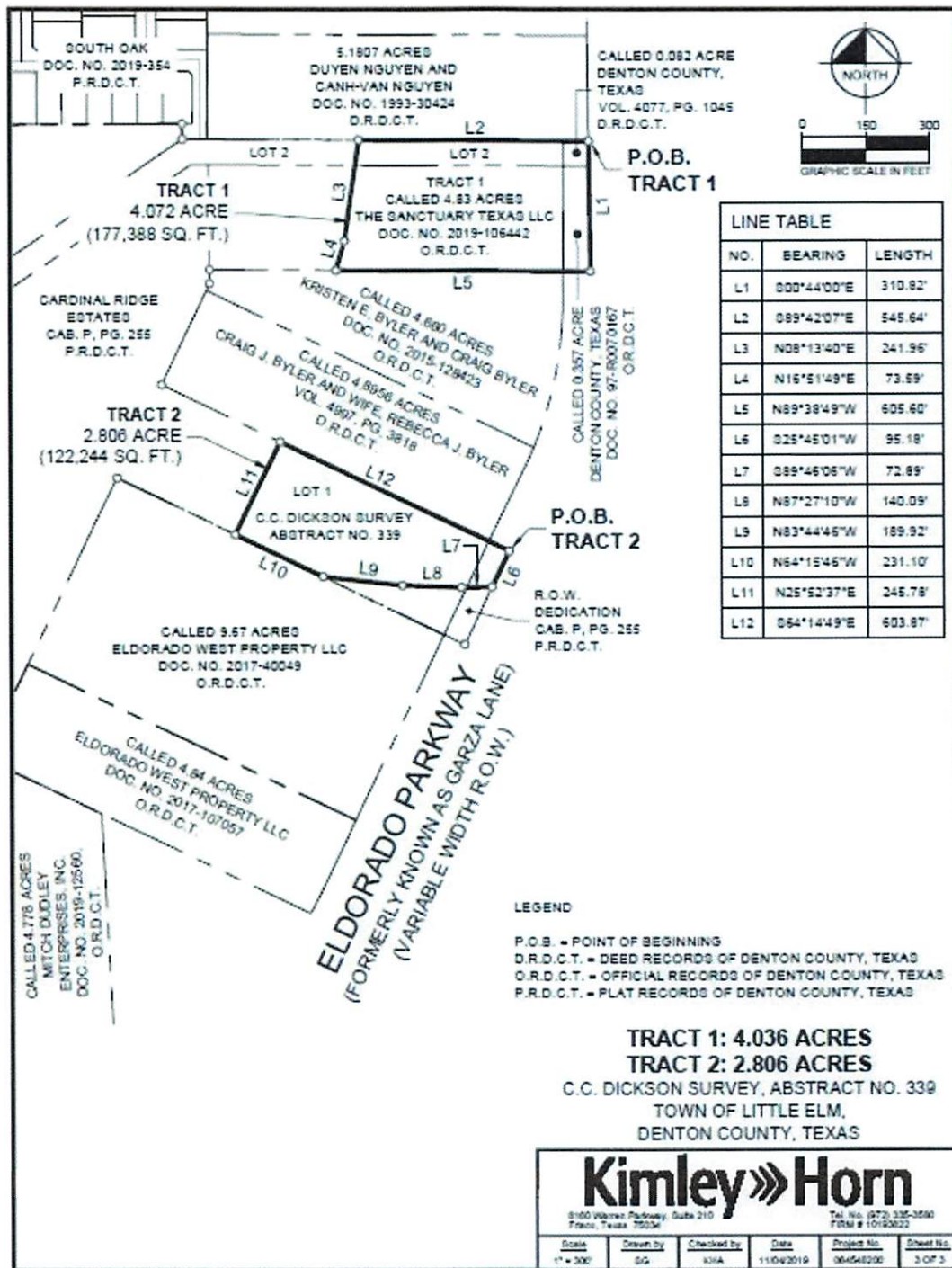
This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.





# EXHIBIT D

## Depiction of the Released Property



## TOWN OF LAKEWOOD VILLAGE

### ORDINANCE NO. 21-XX

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, ACCEPTING CERTAIN DESIGNATED EXTRATERRITORIAL JURISDICTION FROM THE TOWN OF LITTLE ELM TO THE TOWN OF LAKEWOOD VILLAGE AND UPDATING THE OFFICIAL TOWN MAP; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lakewood Village, Texas (“**Lakewood Village**”), and the Town of Little Elm, Texas (“**Little Elm**”), have agreed to a boundary and extraterritorial jurisdiction adjustment. The boundary and extraterritorial jurisdiction adjustment was approved Little Elm on September 7, 2021, and approved by Lakewood Village on September 9, 2021; and

**WHEREAS**, the Agreement, among other matters, provides that Little Elm will release, relinquish, and discontinue a 6.32-acre area from the extraterritorial jurisdiction (“**ETJ**”) of Little Elm, and allocate such area to Lakewood Villages ETJ, which 6.32-acre area is portrayed as Tract 1 and Tract 2 in ***Exhibit A*** attached hereto; and

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

**Section 1. Findings.** That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct legislative findings, are adopted as part of this Ordinance for all purposes and are deemed to be legislative commitments and agreements of the Town of Lakewood Village.

**Section 2. Expansion of Lakewood Village ETJ.** Lakewood Village hereby expands its ETJ to include the approximately 6.32-acre area portrayed as Tract 1 and Tract 2 in ***Exhibit A*** attached hereto.

**Section 3. Update Official Map.** That the Town Secretary is hereby directed to amend the Town’s official map to incorporate the changes effected by the Agreement and to file copies thereof with the County Clerk of Denton County, Texas.

**Section 4. Effective Date.** This Ordinance shall take effect immediately and be in full force and effect upon adoption.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, on this 9th day of September 2021.**

---

Dr. Mark E. Vargus  
Mayor

ATTESTED:

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Linda Ruth, TRMC, CMC  
Town Administrator/Town Secretary



*(Remainder of page intentionally left blank)*



## EXHIBIT A

### Depiction of ETJ Expansion Tracts

**The property to be included in the Lakewood Village ETJ expansion consists of all of the following 70.146-acre tract of land, save and except the 63.397-acre and 0.429-acre tracts of land which are already located in the Lakewood Village ETJ, resulting in a net acreage expansion of 6.32 acres:**

70.146 ACRES  
CHRISTOPHER C. DICKSON SURVEY, A-339  
DENTON COUNTY, TEXAS

FIELD NOTES TO ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE CHRISTOPHER C. DICKSON SURVEY, ABSTRACT NO. 339, DENTON COUNTY, TEXAS, BEING ALL OF LOTS 1-9, CARDINAL RIDGE ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET P, PAGE 256, PLAT RECORDS, DENTON COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN CALLED 4.83 ACRE TRACT OF LAND DESCRIBED IN DEED TO BRODERICK S. HARVEY AND MARY L. HARVEY, RECORDED IN VOLUME 5051, PAGE 4250, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS.

BEGINNING AT A CAPPED IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THAT CERTAIN CALLED 70.14 ACRE TRACT OF LAND DESCRIBED IN DEED TO TAYLOR MORRISON OF TEXAS, INC. RECORDED IN DOCUMENT NO. 2018-60177 REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND THE NORTHWEST CORNER OF SAID CARDINAL RIDGE ESTATES, SAME BEING THE NORTHWEST CORNER OF LOT 6;

THENCE NORTH 89 DEGREES 35 MINUTES 36 SECONDS EAST, WITH THE SOUTH LINE OF SAID CALLED 70.14 ACRE TRACT OF LAND AND THE NORTH LINE OF SAID CARDINAL RIDGE ESTATES, PASSING AT 593.96 FEET A CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 6 AND THE NORTHWEST CORNER OF LOT 7, PASSING AT 1187.56 A CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 7 AND THE NORTHWEST CORNER OF LOT 8, PASSING AT 1631.83 A CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 8 AND THE NORTHWEST CORNER OF LOT 9, CONTINUING FOR A TOTAL DISTANCE OF 2430.18 FEET TO A CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 9;

THENCE SOUTH 00 DEGREES 27 MINUTES 11 SECONDS EAST, WITH THE EAST LINE OF SAID LOT 9, A DISTANCE OF 36.98 FEET TO A 1/2-INCH IRON ROD FOUND IN THE NORTH LINE OF AN INGRESS AND EGRESS EASEMENT, RECORDED IN DOCUMENT NO. 93-92181, DEED RECORDS, DENTON COUNTY, TEXAS, KNOWN AS CARDINAL RIDGE LANE, FOR THE SOUTHEAST CORNER OF SAID LOT 9;

THENCE SOUTH 89 DEGREES 47 MINUTES 56 SECONDS EAST, WITH THE NORTH LINE OF SAID INGRESS AND EGRESS EASEMENT AND THE NORTH LINE OF SAID CARDINAL RIDGE ESTATES, PASSING THE SOUTHEAST CORNER OF SAID CALLED 70.14 ACRE TRACT OF LAND, SAME BEING THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO D. & C. VAN NGUYEN, RECORDED IN DOCUMENT NO. 93-30424, DEED RECORDS, DENTON COUNTY, TEXAS, CONTINUING WITH THE SOUTH LINE OF SAID NGUYEN TRACT FOR A DISTANCE OF 906.95 FEET TO A CAPPED IRON ROD

FOUND IN THE WEST RIGHT-OF-WAY LINE OF W. ELDORADO PARKWAY FOR THE NORTHEAST CORNER OF SAID INGRESS AND EGRESS EASEMENT AND THE SOUTHEAST CORNER OF SAID NGUYEN TRACT;

THENCE SOUTH 00 DEGREES 24 MINUTES 19 SECONDS WEST, WITH SAID RIGHT-OF-WAY, PASSING THE SOUTHEAST CORNER OF SAID INGRESS AND EGRESS EASEMENT, SAME BEING THE NORTHEAST CORNER OF THAT CERTAIN CALLED 4.83 ACRE TRACT OF LAND DESCRIBED IN DEED TO BRODERICK S. HARVEY AND MARY L. HARVEY, RECORDED IN VOLUME 5051, PAGE 4250, DEED RECORDS, DENTON COUNTY, TEXAS, CONTINUING FOR A DISTANCE OF 309.57 FEET TO A CAPPED IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID CALLED 4.83 ACRE TRACT OF LAND AND THE NORTHEAST CORNER OF THAT CERTAIN CALLED 4.660 ACRE TRACT OF LAND DESCRIBED IN DEED TO KRISTEN E. BYLER AND CRAIG BYLER, RECORDED IN DOCUMENT NO. 2015-128423, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE NORTH 89 DEGREES 45 MINUTES 03 SECONDS WEST, WITH THE NORTH LINE OF SAID CALLED 4.660 ACRE TRACT OF LAND AND THE SOUTH LINE OF SAID CALLED 4.83 ACRE TRACT OF LAND, A DISTANCE OF 840.31 FEET TO A CAPPED IRON ROD FOUND IN AN EASTERLY LINE OF LOT 1 OF SAID CARDINAL RIDGE ESTATES FOR THE NORTHWEST CORNER OF SAID CALLED 4.660 ACRE TRACT OF LAND AND THE SOUTHWEST CORNER OF SAID CALLED 4.83 ACRE TRACT OF LAND;

THENCE SOUTH 00 DEGREES 59 MINUTES 57 SECONDS WEST, WITH SAID EASTERLY LINE AND THE WEST LINE OF SAID CALLED 4.660 ACRE TRACT OF LAND, A DISTANCE OF 33.54 FEET TO A CAPPED IRON ROD FOUND FOR CORNER;

THENCE SOUTH 23 DEGREES 33 MINUTES 04 SECONDS WEST, CONTINUING WITH SAID EASTERLY LINE AND SAID WEST LINE, A DISTANCE OF 17.96 FEET TO A CAPPED IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID CALLED 4.660 ACRE TRACT OF LAND AND THE NORTHWEST CORNER OF THAT CERTAIN CALLED 4.8956 ACRE TRACT OF LAND DESCRIBED IN DEED TO CRAIG J. BYLER AND WIFE, REBECCA J. BYLER, RECORDED IN VOLUME 4497, PAGE 3818, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 25 DEGREES 41 MINUTES 29 SECONDS WEST, CONTINUING WITH SAID EASTERLY LINE AND THE WEST LINE OF SAID CALLED 4.8956 ACRE TRACT OF LAND, A DISTANCE OF 245.82 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID CALLED 4.8956 ACRE TRACT OF LAND IN A NORTHERLY LINE OF SAID LOT 1;

THENCE SOUTH 64 DEGREES 16 MINUTES 49 SECONDS EAST, WITH SAID NORTHERLY LINE AND THE SOUTH LINE OF SAID CALLED 4.8956 ACRE TRACT



OF LAND, A DISTANCE OF 862.58 FEET TO A CAPPED IRON ROD FOUND IN THE WEST RIGHT-OF-WAY LINE OF SAID ELDORADO PARKWAY FOR THE MOST EASTERLY NORTHEAST CORNER OF SAID LOT 1 AND THE SOUTHWEST CORNER OF SAID CALLED 4.8956 ACRE TRACT OF LAND;

THENCE SOUTH 26 DEGREES 02 MINUTES 36 SECONDS WEST, WITH SAID RIGHT-OF-WAY AND THE MOST EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 245.68 FEET TO A CAPPED IRON ROD FOUND FOR THE MOST EASTERLY SOUTHEAST CORNER OF SAID LOT 1 AND THE NORTHEAST CORNER OF THE REMAINDER OF THAT CERTAIN CALLED 5.143 ACRE TRACT OF LAND DESCRIBED IN DEED AS TRACT ONE TO CYNTHIA J. PLAGMAN, RECORDED IN DOCUMENT NO. 2010-39828, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE NORTH 64 DEGREES 17 MINUTES 48 SECONDS WEST, WITH THE NORTH LINE OF SAID TRACT ONE AND A SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 860.82 FEET TO A CAPPED IRON ROD FOUND ON AN EASTERLY LINE OF SAID LOT 1 FOR THE NORTHWEST CORNER OF SAID TRACT ONE;

THENCE SOUTH 25 DEGREES 42 MINUTES 29 SECONDS WEST, WITH SAID EASTERLY LINE AND THE WEST LINE OF SAID TRACT ONE, PASSING THE SOUTHWEST CORNER OF SAID TRACT ONE, SAME BEING THE NORTHWEST CORNER OF THE REMAINDER OF THAT CERTAIN CALLED 5.169 ACRE TRACT OF LAND DESCRIBED AS TRACT TWO IN DEED TO CYNTHIA J. PLAGMAN, RECORDED IN DOCUMENT NO. 2010-39828, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, CONTINUING WITH THE WEST LINE OF SAID TRACT TWO AND PASSING THE SOUTHWEST CORNER THEREOF, SAME BEING THE NORTHWEST CORNER OF THAT CERTAIN CALLED 4.84 ACRE TRACT OF LAND DESCRIBED IN DEED TO GUARANTEE PARTNERS, LLC, RECORDED IN DOCUMENT NO. 2011-27769, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, CONTINUING THE WITH WEST LINE OF SAID CALLED 4.84 ACRE TRACT OF LAND FOR A TOTAL DISTANCE OF 737.20 FEET TO A CAPPED IRON ROD SET IN THE SOUTH LINE OF CARDINAL RIDGE ESTATES FOR THE SOUTHWEST CORNER OF SAID CALLED 4.84 ACRE TRACT OF LAND, THE MOST NORTHERLY NORTHWEST CORNER OF THAT CERTAIN CALLED 4.780 ACRE TRACT OF LAND DESCRIBED IN DEED TO HASSAN KHOSRAVI AND MOHTARAM FALLAHIAN, RECORDED IN DOCUMENT NO. 2011-5576, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID LOT 1;

THENCE SOUTH 87 DEGREES 20 MINUTES 37 SECONDS WEST, WITH THE SOUTHERLY LINE OF SAID LOT 1 AND SAID CARDINAL RIDGE ESTATES AND THE NORTH LINE OF SAID CALLED 4.780 ACRE TRACT OF LAND, PASSING A CAPPED IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID CALLED 4.780 ACRE TRACT OF LAND AND THE NORTHEAST CORNER OF THAT CERTAIN CALLED 5.176 ACRE TRACT OF LAND DESCRIBED IN DEED TO JEFFREY SCOTT



EGGLESTON, RECORDED IN DOCUMENT NO. 96-61925, DEED RECORDS, DENTON COUNTY, TEXAS AT 5.42 FEET, CONTINUING WITH THE NORTH LINE OF SAID CALLED 5.176 ACRE TRACT OF LAND FOR A TOTAL DISTANCE OF 260.96 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE MOST SOUTHERLY CORNER OF SAID LOT 1, THE NORTHWEST CORNER OF SAID CALLED 5.176 ACRE TRACT OF LAND, THE NORTHEAST CORNER OF THAT CERTAIN CALLED 4.885 ACRE TRACT OF LAND DESCRIBED AS TRACT 3 IN DEED TO BRODERICK S. HARVEY, RECORDED IN DOCUMENT NO. 2008-123813, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND THE MOST EASTERLY CORNER OF THAT CERTAIN CALLED 10.011 ACRE TRACT OF LAND DESCRIBED IN DEED TO ALFRED W. LEISTIKOW AND WIFE, JOAN E. LEISTIKOW, RECORDED IN DOCUMENT NO. 94-42633, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE NORTH 31 DEGREES 16 MINUTES 47 SECONDS WEST, WITH THE SOUTHERLY LINE OF SAID LOT 1 AND SAID CARDINAL RIDGE ESTATES AND THE NORTH LINE OF SAID CALLED 10.011 ACRE TRACT OF LAND, A DISTANCE OF 441.82 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE MOST WESTERLY CORNER OF SAID LOT 1, THE SOUTHEAST CORNER OF LOT 2 AND THE NORTHEAST CORNER OF SAID CALLED 10.011 ACRE TRACT OF LAND;

THENCE NORTH 76 DEGREES 14 MINUTES 50 SECONDS WEST, WITH THE SOUTH LINE OF SAID LOT 2 AND SAID CARDINAL RIDGE ESTATES AND THE NORTH LINE OF SAID CALLED 10.011 ACRE TRACT OF LAND, A DISTANCE OF 1496.73 FEET TO A 1/2-INCH IRON ROD FOUND IN THE WEST LINE OF SAID CARDINAL RIDGE ESTATES FOR THE SOUTHWEST CORNER OF SAID LOT 2 AND THE NORTHWEST CORNER OF SAID CALLED 10.011 ACRE TRACT OF LAND;

THENCE NORTH 00 DEGREES 41 MINUTES 37 SECONDS WEST, WITH THE WEST LINE OF SAID LOT 2 AND THE WEST LINE OF SAID CARDINAL RIDGE ESTATES, A DISTANCE OF 171.07 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID LOT 2 AND THE SOUTHWEST CORNER OF LOT 5;

THENCE NORTH 00 DEGREES 48 MINUTES 27 SECONDS WEST, WITH THE WEST LINE OF LOT 5 AND THE WEST LINE OF SAID CARDINAL RIDGE ESTATES, PASSING AT 297.01 FEET A CAPPED IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID LOT 5 AND THE SOUTHWEST CORNER OF SAID LOT 6, CONTINUING FOR A TOTAL DISTANCE OF 593.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 70.146 ACRES OF LAND, MORE OR LESS.

**LEGAL DESCRIPTION**  
**TRACT 1**

**BEING** a tract of land situated in the C.C. Dickson Survey, Abstract No. 339, Denton County, Texas, and being portions of Lots 1 and 2 and all of Lots 3 thru 9 of Cardinal Ridge Estates, according to the Final Plat thereof recorded in Cabinet P, Page 255 of the Plat Records of Denton County, Texas, and also being a portion of a called 4.83 acre tract of land described as Tract 1 in a Special Warranty Deed to The Sanctuary Texas LLC, as recorded in Document No. 2019-106442 of the Official Records of Denton County, Texas, and being more particularly described as follows:

**BEGINNING** at the northwest corner of said Cardinal Ridge Estates, common to the southwest corner of a called 69.789 acre tract of land described in a deed to Taylor Morrison of Texas, Inc., as recorded in Document No. 2018-60177 of the Official Records of Denton County, Texas, being on the east line of Lake Lewisville;

**THENCE** North 89°36'11" East, departing the easterly line of said Lake Lewisville, along the northerly line of said Cardinal Ridge Estates, the southerly line of said 69.789 acre tract and the southerly line of South Oak, according to the plat thereof recorded in Document No. 2019-354 of the Plat Records of Denton County, Texas, a distance of 2430.22 feet to the northerly northeast corner of said Lot 9, common to an ell corner of said South Oak;

**THENCE** South 0°19'19" East, continuing along the northerly line of said Cardinal Ridge Estates and the southerly line of said South Oak, a distance of 37.08 feet to the southerly northeast corner of said Lot 9, common to an exterior corner of said South Oak;

**THENCE** South 89°42'07" East, continuing along the northerly line of said Cardinal Ridge Estates and the southerly line of said South Oak, and along the southerly line of a called 5.1807 acre tract of land described in a deed to Duyen Nguyen and Canh-Van Nguyen, as recorded in Document No. 1993-30424 of the Deed Records of Denton County, Texas, a distance of 415.04 feet to a point for corner;

**THENCE** South 8°13'40" West, departing the northerly line of said Cardinal Ridge Estates and the southerly line of said 5.1807 acre tract, and crossing said Cardinal Ridge Estates and said 4.83 acre tract, a distance of 241.64 feet to a point for corner;

**THENCE** South 16°57'19" West, continuing across said 4.83 acre tract, a distance of 73.95 feet to a point for corner on the southerly line of said 4.83 acre tract, and the northerly line of a called 4.660 acre tract of land described in a deed to Kristen E. Byler and Craig Byler, as recorded in Document No. 2015-128423 of the Official Records of Denton County, Texas;

**THENCE** North 89°38'49" West, along the southerly line of said 4.83 acre tract and the northerly line of said 4.660 acre tract, a distance of 294.78 feet to the southwest corner of said 4.83 acre tract, common to the northwest corner of said 4.660 acre tract, and being on the easterly line of said Cardinal Ridge Estates;


**THENCE** South 0°19'19" East, along the easterly line of said Cardinal Ridge Estates and the westerly line of said 4.660 acre tract, a distance of 33.21 feet to a point for corner;

**THENCE** South 25°40'06" West, continuing along the easterly line of said Cardinal Ridge Estates, the westerly line of said 4.660 acre tract, and the westerly line of a called 4.8956 acre tract of land described in a deed to Craig J. Byler and wife, Rebecca J. Byler, as recorded in Volume 4997, Page 3818 of the Deed Records of Denton County, Texas, a distance of 264.35 feet to the southwest corner of said 4.8956 acre tract, common to an ell corner of said Cardinal Ridge Estates;

**THENCE** South 64°14'49" East, continuing along the easterly line of said Cardinal Ridge Estates and along the southwest line of said 4.8956 acre tract, a distance of 307.35 feet to a point for corner;

Continued on Sheet 2

**TRACT 1: 63.397 ACRES**  
**TRACT 2: 0.429 ACRE**  
C.C. DICKSON SURVEY, ABSTRACT NO. 339  
TOWN OF LAKEWOOD VILLAGE ETJ,  
DENTON COUNTY, TEXAS

		6160 Warren Parkway Suite 21C Frisco Texas 75034		FIRM # 10193822		Tel No (972) 335-3580 Fax No (972) 335-3773	
		Scale N/A	Drawn by SG	Checked by KMA	Date 10/28/2019	Project No. 064548200	Sheet No. 1 OF 5

GUNAWAN, SYLVIANA 10/28/2019 9:33 AM K:\FRI\_SURVEY\NO PROJECT\NO170 ACRE LITTLE ELM\064548200 MUD EXHIBIT DWG

Continued from Sheet 1

**THENCE** South 25°52'37" West, departing the easterly line of said Cardinal Ridge Estates and the southwest line of said 4.8956 acre tract, and crossing said Cardinal Ridge Estates, a distance of 245.78 feet to a point for corner on the easterly line of said Cardinal Ridge Estates and the northerly line of a called 9.67 acre tract of land described in a deed to Eldorado West Property LLC, as recorded in Document No. 2017-40049 of the Official Records of Denton County, Texas;

**THENCE** North 64°15'46" West, along the easterly line of said Cardinal Ridge Estates and the northerly line of said 9.67 acre tract, a distance of 306.62 feet to the northwest corner of said 9.67 acre tract, common to an ell corner of said Cardinal Ridge Estates;

**THENCE** South 25°45'30" West, continuing along the easterly line of Cardinal Ridge Estates, the westerly line of said 9.67 acre tract, and the westerly line of a called 4.84 acre tract of land described in a deed to Eldorado West Property LLC, as recorded in Document No. 2017-107057 of the Official Records of Denton County, Texas, a distance of 737.21 feet to the southwest corner of said 4.84 acre tract, common the southeast corner of said Cardinal Ridge Estates, being on the northerly line of a called 4.778 acre tract of land described in a deed to Mitch Dudley Enterprises, Inc., as recorded in Document No. 2019-12560 of the Official Records of Denton County, Texas;

**THENCE** South 87°22'45" West, along the southerly line of said Cardinal Ridge Estates, the northerly line of said 4.778 acre tract and the northerly line of a called 4.863 acre tract of land described in a deed to Mitch Dudley Enterprises, Inc., as recorded in Document No. 2018-28970 of the Official Records of Denton County, Texas, a distance of 261.15 feet to the northwest corner of said 4.863 acre tract, common to the northeast corner of a called 4.888 acre tract of land described in a deed to Todd Rohwer and Monica Rohwer, as recorded in Document No. 2018-78332 of the Official Records of Denton County, Texas, the southeast corner of a called 1.397 acre tract of land described in a deed to Michael Kohlschmidt and Kara Kohlschmidt, as recorded in Document No. 2018-42768 of the Official Records of Denton County, Texas;

**THENCE** North 31°13'39" West, continuing along the southerly line of Cardinal Ridge Estates, along the northeasterly line of said 1.397 acre tract, and the northeasterly line of a called 10.000 acre tract of land described as Tract 1 in a deed to Todd Rohwer and Monica Rohwer, as recorded in Document No. 2016-50799 of the Official Records of Denton County, Texas, a distance of 441.88 feet to the common southerly corner of aforesaid Lot 1 and aforesaid Lot 2;

**THENCE** North 76°12'37" West, continuing along the southerly line of said Cardinal Ridge Estates and the northerly line of said 10.000 acre tract, a distance of 1496.47 feet to the southwest corner of said Cardinal Ridge Estates, common to the northwest corner of said 10.000 acre tract, being on the easterly line of aforesaid Lake Lewisville;

**THENCE** North 0°32'55" West, along the westerly line of said Cardinal Ridge Estates and the easterly line of said Lake Lewisville, a distance of 171.21 feet to a point for corner;

**THENCE** North 0°47'31" West, continuing along the westerly line of said Cardinal Ridge Estates and the easterly line of said Lake Lewisville, a distance of 593.68 feet to the **POINT OF BEGINNING** and containing 63.397 acres (2,761,579 square feet) of land, more or less.

**NOTES**

The bearings for this exhibit are based on a bearing of North 89°36'11" East, for the north line of Cardinal Ridge Estates according to the Final Plat recorded in Cabinet P, Page 255 of the Deed Records of Dallas County, Texas.

This exhibit is based upon recorded deeds and plat, and not based upon on-the-ground survey.

**TRACT 1: 63.397 ACRES**

**TRACT 2: 0.429 ACRE**

**C.C. DICKSON SURVEY, ABSTRACT NO. 339  
TOWN OF LAKEWOOD VILLAGE ETJ,  
DENTON COUNTY, TEXAS**

**Kimley»Horn**

6160 Warren Parkway, Suite 210  
Frisco, Texas 75034

FIRM # 10193822

Tel No (972) 335-3580  
Fax No (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SG	KMA	10/28/2019	064548200	2 OF 5

GUNAWAN, SYLVIANA 10/28/2019 9:33 AM K:\FRI\_SURVEY\NO PROJECT NO\70 ACRE LITTLE ELM\064548200 MUD EXHIBIT.DWG



**TRACT 2**

**BEING** a tract of land situated in the C.C. Dickson Survey, Abstract No. 339, Denton County, Texas, and being a portion of Lot 1 of Cardinal Ridge Estates, according to the Final Plat thereof recorded in Cabinet P, Page 255 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

**BEGINNING** at the southeast corner of said Lot 1, common to the northeast corner of a called 9.67 acre tract of land described in a deed to Eldorado West Property LLC, as recorded in Document No. 2017-40049 of the Official Records of Denton County, Texas, being on the westerly right-of-way line of Eldorado Parkway, formerly known as Garza Lane, a variable width right-of-way;

**THENCE** North 64°15'46" West, departing the westerly right-of-way line of said Eldorado Parkway, along the easterly line of said Lot 1 and the northeasterly line of said 9.67 acre tract, a distance of 318.38 feet to a point for corner;

**THENCE** departing the easterly line of said Lot 1 and the northeasterly line of said 9.67 acre tract, and crossing said Lot 1, the following:

South 83°44'46" East, a distance of 189.92 feet to a point for corner;

South 87°27'10" East, a distance of 140.09 feet to a point for corner;

North 89°46'06" East, a distance of 12.42 feet to a point for corner on the easterly line of said Lot 1 and the westerly right-of-way line of said Eldorado Parkway;

**THENCE** South 26°01'14" West, along the easterly line of said Lot 1 and the westerly right-of-way line of said Eldorado Parkway, a distance of 123.95 feet to the **POINT OF BEGINNING** and containing 0.429 of an acre (18,696 square feet) of land, more or less.

**NOTES**

The bearings for this exhibit are based on a bearing of North 89°36'11" East, for the north line of Cardinal Ridge Estates according to the Final Plat recorded in Cabinet P, Page 255 of the Deed Records of Dallas County, Texas.

This exhibit is based upon recorded deeds and plat, and not based upon on-the-ground survey.

**TRACT 1: 63.397 ACRES**

**TRACT 2: 0.429 ACRE**

**C.C. DICKSON SURVEY, ABSTRACT NO. 339  
TOWN OF LAKEWOOD VILLAGE ETJ,  
DENTON COUNTY, TEXAS**

**Kimley»Horn**

6160 Vamen Parkway, Suite 210  
Frisco, Texas 75034

Tel: No (972) 335-3560  
Fax: No (972) 335-3179

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SG	KHA	10/28/2019	064548200	3 OF 5

GUNAWAN, SYLVIANA 10/28/2019 9:33 AM K:\FRI\_SURVEY\NO PROJECT NO170 ACRE LITTLE ELM\064548200 MUD EXHIBIT DWG



## **TOWN OF LAKEWOOD VILLAGE**

### **ORDINANCE NO. 21-XX**

**AN ORDINANCE OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS FIXING AND LEVYING TAXES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022 AT A RATE OF \$0.45 PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE TOWN AS OF JANUARY 1, 2021; DIRECTING THE ASSESSMENT THEREOF TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT OPERATIONS AND MAINTENANCE EXPENSES; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; ADOPTING AN EXEMPTION FROM THE TAX HEREIN LEVIED FOR PERSONS 65 YEARS OF AGE OR OLDER IN THE AMOUNT OF \$25,000.00 OF THE APPRAISED VALUE OF THEIR RESIDENCE HOMESTEAD; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE AND SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lakewood Village, Texas (the “Town”) hereby finds that the tax for the fiscal year beginning on October 1, 2021 and ending September 30, 2022 hereinafter levied for current expenses of the Town and the general improvements of the Town and its property, must be levied to provide the revenue requirements of the budget for the ensuing year; and

**WHEREAS**, the Town Council has approved, by a separate ordinance, adopted on the 12th of August, 2020 the budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022; and

**WHEREAS**, all statutory and constitutional requirements concerning the levying and assessments of ad valorem taxes have been approved and completed in due and correct time.

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

Section 1. That there be and is hereby levied and ordered to be assessed and collected for the fiscal year beginning October 1, 2021 and ending September 30, 2022, on all taxable property, real, personal, and mixed, situated within the corporate limits of the Town of Lakewood Village, Texas, and not exempted by the Constitution of the State, valid State laws or this ordinance, a total tax of \$0.45 on each One Hundred Dollars (\$100.00) assessed value of taxable property, which shall be apportioned and distributed as follows : For the purpose of the payment of defraying the maintenance and operation expenses of the Town, a tax of \$0.25 on each One Hundred Dollars (\$100.00) assessed value of all taxable property, and for the purpose of the payment of defraying debt servicing expenses of the Town, a tax of \$0.20 on each One Hundred Dollars (\$100.00) assessed value of all taxable property.

Section 2. That all ad valorem taxes shall become due and payable on October 1, 2021, and all ad valorem taxes shall be delinquent after January 31, 2022. There shall be no discount for



payment of taxes on or prior to January 31, 2022. A delinquent tax shall incur all penalty and interest authorized by law.

Section 3. Taxes shall be payable in Denton County, Texas at the office of the Denton County Tax Collector. The Town shall have available all rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

Section 4. All delinquent taxes shall bear interest as provided by Law, in addition to penalties.

Section 5. There is hereby adopted and established an exemption from the tax levied by this ordinance for persons who are 65 years of age or older in the amount of \$25,000.00 of the appraised value of their residence homestead.

Section 6. That any and all ordinances, resolutions, rules, regulations, policies or provisions in conflict with the provisions of this ordinance are hereby repealed and rescinded to the extent of the conflict herewith.

Section 7. If any section, paragraph, sentence, clause, phrase or word in this ordinance, or application thereof by any person or circumstances, is held invalid by any Court of competent jurisdiction, such holdings shall not affect the validity of the remaining portions and shall remain in full force and effect.

Section 8. The fact that it is necessary that this ordinance be enacted in order to authorize the collection of ad valorem taxes for the fiscal year beginning October 1, 2021, and ending September 30, 2022, this ordinance shall take effect from and after its passage as the law in such cases provides.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, on this XX<sup>th</sup> day of September 2021.

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Dr. Mark E. Vargus  
Mayor

**ATTESTED:**

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Linda Ruth, TRMC, CMC  
Town Administrator/Town Secretary



## **TOWN OF LAKEWOOD VILLAGE**

### **ORDINANCE NO. 21-13**

#### **AN ORDINANCE OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS ADOPTING AND APPROVING THE BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2021 AND TERMINATING ON SEPTEMBER 30, 2022 AND MAKING APPROPRIATIONS FOR EACH DEPARTMENT PROJECT AND ACCOUNT; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lakewood Village, Texas (the “Town”) has caused to be filed with the Town Secretary a budget to cover all proposed expenditures of the government of the Town for the fiscal year beginning October 1, 2021 and terminating September 30, 2022, and

**WHEREAS**, the said budget shows as definitely as possible each of the various projects for which appropriations are set in the budget, and the estimated amount of money carried in the budget for each of such projects, and

**WHEREAS**, said budget has been filed with the Town Secretary and available for inspection by any taxpayer, and

**WHEREAS**, public notice of a public hearing on the proposed annual budget, stating the date, time, place, and subject matter of said hearing, was given as required by laws of the State of Texas, and

**WHEREAS**, such public hearing was held on August 12, 2021 prior to the approval and ratification by the Town Council, and all those wishing to speak on the budget were heard, and

**WHEREAS**, the Town Council has studied said budget and listened to the comments of the taxpayers at the public hearing held therefore and has determined that the budget attached hereto is in the best interest of the Town of Lakewood Village.

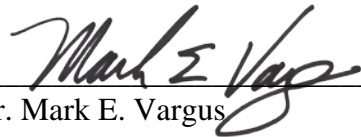
#### **NOW, THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS:**

1. That the budget attached hereto as Exhibit “A” and incorporated herein for all purposes is adopted for the fiscal year beginning October 1, 2021 and ending September 30, 2022; and such purposes, respectively such sums of money for such projects, operations, activities, purchases and other expenditures as proposed in the attached budget.
2. That no expenditures of the funds of the Town shall hereafter be made except in compliance with such budget, except in case of grave necessity, emergency expenditures to meet unusual or unforeseen conditions, which could not, by reasonable, diligent thought and attention, have included in the original budget, may from time to time be authorized by the

Town Council as amendments to the original budget.

3. That the Mayor shall file or cause to be filed a true and correct copy of said budget, along with this ordinance with the Town Secretary.
4. The necessity of adopting and approving a proposed budget for the next fiscal year as required by the laws of the State of Texas, require that this ordinance shall take effect immediately from and after its passage, and it is accordingly so ordained.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, on this 12th day of August 2021.**

  
\_\_\_\_\_  
Dr. Mark E. Vargus  
Mayor

ATTESTED:

  
\_\_\_\_\_  
Linda Ruth, TRMC, CMC  
Town Administrator/Town Secretary







**TOWN OF LAKEWOOD VILLAGE, TEXAS  
FISCAL YEAR 2021-2022  
ANNUAL BUDGET**

This budget will raise more total property taxes than last year's budget by \$89,913 or 15.6 percent<sup>1</sup>. Of the total, the maintenance and operation (M&O) increase is \$49,951 or 15.6 percent. The debt servicing increase is \$39,962 or 15.6 percent. Of these amounts \$12,095 (M&O of \$ 6,719 and debt servicing of \$ 5,376) is tax revenue to be raised from new property added to the tax roll this year.

Debt obligations were increased by a net of \$0 in the prior year and now total \$5,010,000. The 2014 Certificate of Obligation (CO) debt was reduced by \$168,000 to \$535,000. The 2020 Certificate of Obligation (CO) debt was reduced by \$15,000. Scheduled Principal and Interest payments in 2022 will be \$414,975. Of this amount, debt servicing revenue will pay \$260,511 and M&O funds of \$151,988 will be used to pay the remainder.

The amount of M&O funds used in debt payments is 47 percent of the M&O total revenue.

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<sup>1</sup> These numbers are overstated due to acknowledged errors in the Chief Appraiser's certified totals. State law does not allow us to use corrected values - we must use the certified totals that are wrong.

**RECORD OF VOTE ON PROPOSAL TO CONSIDER ADOPTION OF BUDGET**

POSITION	NAME	FOR	AGAINST	PRESENT and not voting	ABSENT
<b>Mayor</b>	Dr. Mark E. Vargus			X	
<b>Mayor Pro-Tem</b>	Darrell West	X			
<b>Council Member #1</b>	Eric Farage	X			
<b>Council Member #3</b>	Matt Bissonnette	X			
<b>Council Member #4</b>	Serena Lepley	X			
<b>Council Member #5</b>	Clint Bushong	X			

**PROPERTY TAX RATE COMPARISON (Rates expressed per \$100 of value)**

TAX RATE	TAX YEAR 2021	TAX YEAR 2022
Property Tax Rate	\$0.4500	\$0.4500
No New Revenue (NNR) Rate	\$0.4177	\$0.3872
Voter Approval Rate (VAR)	\$0.4607	\$0.4337
De Minimus Tax Rate	\$0.9101	\$0.7993
Unused Increment Rate – 2021	\$0.0107	\$0.0107
Debt Rate	\$0.3750	\$0.3179
Debt Rate Adopted	\$0.2000	\$0.2000

DEBT RATE BREAKDOWN	PRINCIPAL	INTEREST
2014 Certificates of Obligation	\$0.1325	\$0.0068
2020 Certificates of Obligation	\$0.0574	\$0.1211

## 2021-2022 Budget

<i>General Fund</i>					
REVENUES	2022 Budget	2021 Budget	2021 YTD 6/30	2020 Budget	2020 Actual
Property Taxes	\$312,500	\$275,000	\$269,250	\$271,000	\$271,328
Franchise Fees	\$38,000	\$37,000	\$35,487	\$34,000	\$41,249
Sales Taxes	\$60,000	\$40,000	\$45,130	\$30,000	\$52,547
Fines & Forfeitures	\$3,000	\$3,000	\$3,061	\$3,000	\$7,488
Licenses & Permits	\$49,700	\$39,000	\$80,971	\$40,100	\$73,029
Fees & Service Charges	\$2,000	\$2,000	\$2,410	\$2,400	\$2,410
Miscellaneous	\$3,000	\$3,000	\$1,990	\$3,000	\$3,565
CRF Grant		\$20,270	\$20,270		\$30,000
<b>TOTAL</b>	<b>\$468,200</b>	<b>\$419,270</b>	<b>\$458,569</b>	<b>\$383,500</b>	<b>\$481,616</b>
EXPENDITURES	2022 Budget	2021 Budget	2021 YTD 6/30	2020 Budget	2020 Actual
General Government	\$164,850	\$167,000	\$140,418	\$158,200	\$156,849
Public Safety	\$46,000	\$30,000	\$31,500	\$30,000	\$30,000
Public Works	\$28,000	\$24,000	\$27,441	\$26,000	\$34,874
<b>TOTAL</b>	<b>\$238,850</b>	<b>\$221,000</b>	<b>\$199,359</b>	<b>\$214,200</b>	<b>\$221,723</b>
<b>OPERATING SURPLUS</b>	<b>\$229,350</b>	<b>\$198,270</b>	<b>\$259,210</b>	<b>\$169,300</b>	<b>\$259,893</b>
NON OPERATING	2022 Budget	2021 Budget		2020 Budget	2020 Actual
Interest Revenue	\$2,500	\$6,000	\$5,136	\$6,000	\$8,133
Capital Outlay Expenditure		(\$375,000)		(\$74,000)	(\$10,495)
Asset Sale					\$44,979
Developer Agreement					\$72,000
Reimbursements					\$9,404
<b>SURPLUS / DEFICIT</b>	<b>\$2,500</b>	<b>(\$369,000)</b>	<b>\$5,136</b>	<b>(\$68,000)</b>	<b>\$124,021</b>
TRANSFERS					
In: Admin Fee	\$60,000	\$54,400	\$41,700	\$49,400	\$54,400
Out: Debt Servicing from M&O	(\$156,050)	(\$176,858)	(\$146,000)	\$0	\$0
<b>TOTAL TRANSFERS</b>	<b>(\$96,050)</b>	<b>(\$122,458)</b>	<b>(\$104,300)</b>	<b>\$49,400</b>	<b>\$54,400</b>
<b>NET CASH FLOW</b>	<b>\$135,800</b>	<b>(\$293,188)</b>	<b>\$160,046</b>	<b>\$150,288</b>	<b>\$438,314</b>
DEBT SERVICING FUND					
I&S Property Taxes	\$250,000	\$220,000	\$215,684	\$178,200	\$183,986
General Fund Transfer	\$156,050	\$176,858	\$146,000	\$0	\$0
MDD Interest Payment	\$8,925	\$12,318	\$12,318		\$6,995
CO 2014 Debt Service (Interest)	(\$8,925)	(\$12,318)	(\$12,318)		
CO 2014 Debt Service (Principle)	(\$173,000)	(\$168,000)	(\$168,000)		
CO 2020 Debt Service (Interest)	(\$158,050)	(\$213,858)	(\$213,858)	(\$163,000)	(\$163,000)
CO 2020 Debt Service (Principle)	(\$75,000)	(\$15,000)	(\$15,000)	(\$15,612)	(\$15,612)
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$35,174)</b>	<b>(\$412)</b>	<b>\$12,369</b>



# 2021-2022 Budget

## *Utility Fund*

	2022	2021	2021	2020	2020
	Budget	Budget	YTD 6/30	Budget	Actual
<b>REVENUES</b>					
Water	\$200,000	\$185,000	\$125,601	\$165,000	\$201,962
Sewer	\$135,000	\$116,000	\$94,832	\$108,000	\$113,237
Sanitation	\$67,500	\$67,000	\$49,151	\$50,000	\$59,093
Fees and Services	\$19,760	\$16,960	\$24,545	\$16,960	\$32,097
Other Income	\$1,000	\$1,040	\$4,438	\$1,000	\$2,527
<b>TOTAL</b>	<b>\$423,260</b>	<b>\$386,000</b>	<b>\$298,567</b>	<b>\$340,960</b>	<b>\$408,916</b>
	2022	2021	2021	2020	2020
	Budget	Budget	YTD 6/30	Budget	Actual
<b>EXPENDITURES</b>					
Contract Services	\$42,000	\$40,800	\$39,066	\$40,800	\$40,969
Administrative	\$74,700	\$69,200	\$55,529	\$98,138	\$62,698
Repairs and Maintenance	\$33,580	\$31,000	\$55,501	\$35,200	\$55,765
Miscellaneous	\$2,000	\$2,000	\$2,607	\$2,000	\$6,365
Garbage Collections	\$55,000	\$55,000	\$45,975	\$48,000	\$45,636
<b>TOTAL</b>	<b>\$207,280</b>	<b>\$198,000</b>	<b>\$198,678</b>	<b>\$224,138</b>	<b>\$211,433</b>
<b>OPERATING SURPLUS</b>	<b>\$215,980</b>	<b>\$188,000</b>	<b>\$99,889</b>	<b>\$116,822</b>	<b>\$197,483</b>
	2022	2021	2021	2020	2020
	Budget	Budget	YTD 6/30	Budget	Actual
<b>NON OPERATING</b>					
Interest Revenue	\$2,000	\$2,000	\$1,685	\$2,000	\$2,346
Capital Outlay Expenditure	\$0	\$97,000	\$81,839	(\$45,000)	(\$122,072)
<b>SURPLUS / DEFICIT</b>	<b>\$2,000</b>	<b>(\$95,000)</b>	<b>(\$80,154)</b>	<b>(\$43,000)</b>	<b>(\$119,726)</b>
<b>TRANSFERS</b>					
Out: Admin Fee	(\$50,000)	(\$50,000)	(\$37,500)	(\$45,000)	(\$37,500)
<b>TOTAL TRANSFERS</b>	<b>(\$50,000)</b>	<b>(\$50,000)</b>	<b>(\$37,500)</b>	<b>(\$45,000)</b>	<b>(\$37,500)</b>
<b>NET CASH FLOW</b>	<b>\$167,980</b>	<b>\$43,000</b>	<b>(\$17,765)</b>	<b>\$28,822</b>	<b>\$40,257</b>

**TOWN OF LAKEWOOD VILLAGE, TEXAS  
UTILITY POLICIES ORDINANCE NO. 21-XX**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, FIXING AND PRESCRIBING ADMINISTRATIVE POLICIES FOR UTILITIES PROVIDED IN THE CORPORATE LIMITS OF THE TOWN AND THE EXTRA TERRITORIAL JURISDICTION OF THE TOWN OF LAKEWOOD VILLAGE; PROVIDING FOR REPEAL; PRESCRIBING CERTAIN POLICIES, RULES AND REGULATIONS IN CONNECTION THEREWITH; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, heretofore, the Town of Lakewood Village, Texas (hereinafter referred to as “Town”), owns and operates water and sewer systems in and for the Town and portions of the Extra Territorial Jurisdiction (hereinafter referred to as “ETJ Area”); and

**WHEREAS**, the Town Council of the Town has found, determined and declares that it is necessary and expedient to: (i) fix and prescribe the rates, charges and fees for water and sewer services provided, and (ii) prescribe certain policies, rules and regulations in connection herewith;

**WHEREAS**, the Town Council believes it is in the best interest of the citizens of the Town and ETJ Area to have the ability to impose a lien on eligible properties as a means of securing payment of delinquent bills;

**WHEREAS**, Section 402.0025 of the Texas Local Government Code gives municipalities authority to impose a lien on certain owner’s property for delinquent bills for utility services;

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

**Section 1: Findings**

The findings attached hereto as Exhibit A is hereby adopted as the Utilities Policies Ordinance for the Town.

**Section 2: Repeal**

Utilities Policy Ordinance 20-03 is hereby repealed in its entirety.

### **Section 3: Penalty Clause**

#### **A. Violation**

A person who violates any provision of this chapter is guilty of separate offenses for each day during which the violation is continued after notification. Neither allegation nor evidence of a culpable mental state is required for the proof of an offense defined by this ordinance.

#### **B. Fine**

Each offense is punishable by a fine of not more than two thousand (\$2,000) nor less than two hundred (\$200). The minimum fine established in this paragraph shall be doubled for the second conviction of the same offense within any 24-month period and tripled for the third and subsequent convictions of the same offense within any 24-month period. At no time shall the minimum fine exceed the maximum fine established in this paragraph.

### **Section 4: Legal Rights**

The penal provision imposed under this Ordinance shall not preclude the Town of Lakewood Village from filing suit to enjoin the violation. The Town of Lakewood Village retains all legal rights and remedies available to it pursuant to local, state, and federal law.

### **Section 5: Severability**

#### **A. Unconstitutional or Invalid Section**

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.

#### **B. Independent Sections**

The Town 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/or phrases be declared unconstitutional or invalid.

### **Section 6: Estoppel / Waiver**

The failure of the Town to enforce any term or condition of this Ordinance shall not constitute a waiver or estoppel or any subsequent violation of this Ordinance.



**Section 7: Effective Date**

The amendments to this Ordinance shall become effective from and after its date of passage and publication as provided by law.

**PASSED AND APPROVED** by the Town Council of the Town of Lakewood Village, Texas  
this 9th day of September, 2021

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Dr. Mark E. Vargus  
Mayor

**ATTESTED:**

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Linda Ruth, TRMC, CMC  
Town Administrator/Town Secretary



## UTILITY POLICIES

**Adopted: September 13th, 2018**

**Amended July 11, 2019**

**Amended: February 13, 2020**

**Amended: September 9, 2021**

## **SECTION 1. SERVICE REQUIRED**

All property within the corporate limits of the Town, and properties in the ETJ Area which receive water service from the Town, are required to comply with the Town's Water and Sewer System requirements. All water and wastewater services within the areas covered by the Town's Certificate of Convenience and Necessity (hereinafter referred to as "CCN") are required to be provided by the Town. The only exception shall be for non-potable water used for irrigation purposes that is obtained from Lewisville Lake with the permission of the City of Dallas and the required consent permits issued by the United States Corps of Engineers. On-site sewage systems (e.g., septic, aerobic) within the Town, and water wells within the Town's water CCN are strictly prohibited.

## **SECTION 2. FIXING RATES, CHARGES AND FEES FOR WATER SERVICE; PRESCRIBING POLICIES RULES AND REGULATIONS THEREFORE**

That the Town Council of the Town hereby fixes and prescribes, upon the effective date of this Ordinance, the following: (i) rates, charges and fees for water service in the Town and portions of the ETJ Area receiving water service as provided in The Town's Consolidated Fee Ordinance (ii) rules, regulations, policies in connection therewith, which shall be applicable to and the controlling Ordinance relative to the Town's Water and Sewer Systems (herein sometimes referred to as the "System"), to-wit:

### **A. NO FREE SERVICE PERMITTED**

No free service of the Town's System shall be allowed to any person, or entity except for official municipal purposes or other temporary authorized activities with the consent of the Mayor, or their designee.

### **B. APPLICATION FOR SERVICE AND REQUIRED DEPOSIT**

Any Customer desiring water service shall make application therefore to the Town, together with the required deposit, which deposit must be made at the time the application is submitted. If the applicant has outstanding delinquent accounts with other municipal utilities, as a condition of new service, the Town may require proof of payment. In an attempt to collect unpaid bills, the Town may also provide information on delinquent accounts to other utilities as provided by law and in accordance with relevant inter-local agreements.

The deposit shall be held by the Town so long as the Customer is using the service and the Town shall not pay interest thereon. Upon termination of the service, any unpaid balance shall be charged against the deposit and the remaining, if any, shall be refunded to the customer, at the Town's discretion, by (i) The Town making the refund available for pick-up at the Town Hall during normal business hours or (ii) Forwarding to the customer by USPS to the last known billing address. If such refund is not claimed or negotiated within one year from issuance, the refund amount shall revert to and be the property of the general funds of the System.

### **C. WATER TAPPING CHARGES**

The cost of extending service lines to customers shall be incurred by the Customer. All costs and expenses for labor and materials incurred for the Customer which costs include, but are not limited to, meter boxes, couplings, tubing and necessary excavation work are



the responsibility of the Customer.

Secondary structures with air-conditioned space of 1000 square feet or more require separate water taps not connected to the main dwelling. The cost of installing the additional taps shall be the responsibility of the homeowner. Each metered connection shall receive a separate utility bill.

#### **D. SEWER TAPPING CHARGES**

The cost of extending service lines to Customers shall be incurred by the Customer.

Secondary structures with air-conditioned space of 1000 square feet or more require separate sewer taps not connected to the main dwelling. The cost of installing the additional taps shall be the responsibility of the homeowner.

#### **E. BILLING PROCEDURES FOR WATER AND SEWER SERVICE; DEFERRED PAYMENT PLANS**

(1) The Town shall read all water meters once each month and render a monthly bill for utility services to each Customer. The Town will make every effort to read meters within one day of the fifteenth of each month. Due dates for each bill shall be the fifth day of the subsequent month with a penalty of five percent (5 %) charged for payments received on or after the sixth day of the month.

#### **F. FAILURE TO PAY FOR SERVICE; DISCONTINUATION OF SERVICE BY THE TOWN; FEES TO RESUME SERVICE; LIENS**

The Town shall discontinue and cut off a customer's water service for failure to pay his/her water bill within forty-five (45) days from the date the bill was mailed to the Customer. Payment by the Customer by dishonored check or sight order shall constitute non-payment, and water service shall be discontinued. Prior to resuming water service which has been discontinued for failure to pay the monthly charges, the Town shall require full payment of the account.

- a) The Town may file a lien when delinquent charges imposed by this ordinance for utility service remain unpaid. The Town may impose a lien against the real property to which such service was delivered. The lien shall include and secure the delinquent charges, penalties, interest and collection costs. The Town shall perfect the lien by filing a notice of lien containing a legal description of the property and the utility account number for the delinquent charges in the real property records of the county in which the property is located.
- b) The lien authorized in this section shall not apply to bills for service connected in a tenant's name after notice by the property owner to the municipality that the property is rental property
- c) The lien authorized in this section shall not apply to homesteaded property.
- d) The lien shall not be filed until at least 15 days after service has been discontinued.

#### **G. RESERVATION OF RIGHTS BY TOWN**

The Town reserves the right at any time to shut off the water in its mains for the purpose

of cleaning, repairing or making any connections or extensions, or for any purpose of repairing machinery, reservoir or any part of the Systems.

#### **H. INDEMNITY OF TOWN**

It is expressly understood as prerequisite to furnishing water service to Customers that the Town is not liable for any damages on account of leakage or breakage of pipes on any premises.

#### **I. NO GUARANTEES**

Water customers are not guaranteed a specified quantity of water for any purpose whatever and are not guaranteed any specified water pressure.

#### **J. CONSENT OF TOWN REQUIRED**

No plumber or person, except an employee or agent of the Town, will be allowed to tap any street main or pipes belonging to the Town or to do any work in the street or alleys and public grounds in connection with the laying of street service connections and in connection with their mains without the consent of the Town Council. If a plumber employed by the owner or the owner damages the water line or meter, the owner shall be financially responsible for all costs incurred with associated repairs.

#### **K. UNLAWFUL TO DAMAGE TOWN'S WATERWORKS SYSTEM**

It shall be unlawful for any person to damage any property of the Town water and sewer system.

#### **L. USPS MAIL DELIVERY**

Failure to receive the monthly bill does not alleviate the customer's responsibility to pay their bill in a timely manner. Billing information may be obtained, and payments made at Town Hall during regular business hours.

#### **M. EASEMENT REQUIREMENT**

Where recorded public utility easements on the service applicant's property do not exist or public road right-of-way easements are not available to access the applicant's property, the Town may require the applicant to provide it with a permanent recorded public utility easement, on and across the applicant's real property sufficient to provide service to that applicant. Such easement(s) shall not be used for the construction of production, storage, transmission or pressure facilities unless they are needed for adequate service to that applicant.

#### **N. BACK FLOW PREVENTION DEVICES**

No water connection shall be allowed to any residence or establishment where an actual or potential contamination hazard exists unless the public water facilities are protected from contamination by either an approved air gap, backflow prevention assembly, or other approved device. The type of device or backflow prevention assembly required shall be determined by the Town.

The use of a backflow prevention assembly at the service connection shall be considered as additional backflow protection and shall not negate the use of backflow protection on internal hazards as outlined and enforced by local plumbing codes. When a customer

service inspection certificate indicates that an adequate internal cross-connection control program is in effect, backflow protection at the water service entrance or meter is not required.

At any residence or establishment where it has been determined by a customer service inspection, that there is no actual or potential contamination hazard, then a backflow prevention assembly is not required. Outside hose bibs do require, at a minimum, the installation and maintenance of a working atmospheric vacuum breaker.

#### **O. SUPPLEMENTAL SEWAGE BACKUP INSURANCE**

The Town of Lakewood Village, for the benefit of the citizens, currently provides for supplemental sewage backup insurance. This insurance is provided for citizens through the Town's insurance carrier. Citizens may utilize this insurance coverage in the event of a sewage backup within a town sewer line that causes damage to the citizen's private property. In order to benefit from this insurance coverage, the citizen must pay any deductibles associated with the claim. This ordinance does not require the Town to maintain supplemental sewage backup insurance and the Town may discontinue the coverage at any time and without prior notice to the public.

#### **P. USE OF NON-POTABLE LAKE WATER**

Residents may purchase raw-untreated water for irrigation purposes from the Dallas Water Utilities. Prior to water usage, the resident must purchase the necessary easements and licenses from the United States Army Corps of Engineers and receive a signed consent agreement from the USACE. Any construction in the floodplain, including pump installation or electrical installations will require a development permit from the Lakewood Village Floodplain Administrator.

The USACE permitting process requires the landowner to obtain permission from the municipality as a condition of permit approval. Notwithstanding the previously noted permitting requirements, the Mayor or his designee is authorized to grant permission after receiving a notarized signed agreement from the landowner acknowledging:

1. There will be no interconnection between the Town water supply and the lake water supply. Under no conditions can the public water supply service an irrigation system that is also connected to a lake source. Irrigation systems may only be provided water from one source: and
2. Prior to beginning operating the lake pump, the landowner agrees to obtain all necessary permits, including but not limited to any irrigation, backflow prevention, or underground electrical inspections as required; and
3. Prior to operating the lake pump, a CSI inspection must be performed; and
4. Failure to obtain permits and pass inspections prior to operating the lake pump will result in the immediate termination of municipal water services until compliance is achieved.

Should the USACE require Town permission for renewal of permits in addition to new applications, the requirements of this section shall apply.

#### **Q. METER SIZE REQUIREMENTS**



In order to optimize the inventory of meters that the town must purchase and stock, the following minimum meter sizes are required for new home construction;

1. For lots less than 0.25 acres, the minimum meter size is 5/8";
2. For lots of 0.25 acre or larger, the minimum meter size shall be one inch

Depending on the number of fixture units in new construction and irrigation plans, the town may increase the required size of the meter.

## **R. ADDITIONAL RULES AND REGULATIONS**

The Town reserves the right to make such other rules and regulations, policies and provisions as may be necessary for the preservation, protection and economical administration of its water and sewer systems.

**End of Exhibit A**

## Adoption and Summary of Amendments

Ordinance Number	Date	Summary
21-XX	September 9, 2021	<ul style="list-style-type: none"><li>• Added Meter Size Requirements</li></ul>
20-03	February 13, 2020	<ul style="list-style-type: none"><li>• Defined Sight Order</li></ul>
19-09	July 11, 2019	<ul style="list-style-type: none"><li>• Required water taps on secondary structures with over 1,000 sq ft of air-conditioned space to have separate water and sewer taps and an additional utility bill</li></ul>
18-07	September 13, 2018	<ul style="list-style-type: none"><li>• Corrected section callouts</li><li>• Added Section P</li><li>• Moved fees to Consolidated Fee Ordinance</li></ul>

# **TOWN OF LAKEWOOD VILLAGE**

## **ORDINANCE 21-XX**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, REQUIRING RECERTIFICATION OF OCCUPANCY INSPECTION UPON CHANGES IN WATER BILLING RESPONSIBLE PARTIES FOR PROPERTIES INSIDE THE CORPORATE LIMITS OF THE TOWN OF LAKEWOOD VILLAGE; REQUIRING A TCEQ CUSTOMER SERVICE INSPECTION FOR PROPERTIES INSIDE THE CORPORATE LIMITS OF THE TOWN OF LAKEWOOD VILLAGE AND PROPERTIES LOCATED IN THE EXTRA TERRITORIAL JURISDICTION OF THE TOWN OF LAKEWOOD VILLAGE WHICH RECEIVE WATER SERVICE FROM THE TOWN OF LAKEWOOD VILLAGE; PROVIDING FOR THE COLLECTION OF FEES; PROVIDING A SEVERABILITY CLAUSE; AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lakewood Village (“the Town”) finds there are a growing number of residential rental properties, homes owned on a temporary basis, and unoccupied dwellings;

**WHEREAS**, inadequate home maintenance directly affects the health, life, safety and welfare of the citizens of the Town and Extra Territorial Jurisdiction (ETJ) and negatively impacts the health and vitality of the surrounding neighborhood, Town, and ETJ as a whole;

**WHEREAS**, it is the responsibility of the Town to protect the safety of new residents and ensure that existing structures are in compliance with relevant property maintenance codes;

**WHEREAS**, Title 30 Texas Administrative Code, Chapter 290, Rule 290.46 requires water providers to perform customer service inspections (CSI) where the water provider has reason to believe that cross-connections or other potential contaminant hazards may exist;

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

### **Section 1: Findings**

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

### **Section 2: Repeal**

CO / CSI Ordinance 18-05 is hereby repealed in its entirety.



### **Section 3: Penalty Clause**

#### **A. Violation**

A person who violates any provision of this chapter is guilty of separate offenses for each day during which the violation is continued after notification. Neither allegation nor evidence of a culpable mental state is required for the proof of an offense defined by this ordinance.

#### **B. Fine**

Each offense is punishable by a fine of not more than two-thousand (\$2,000) nor less than two-hundred (\$200). The minimum fine established in this paragraph shall be doubled for the second conviction of the same offense within any 24-month period and tripled for the third and subsequent convictions of the same offense within any 24-month period. At no time shall the minimum fine exceed the maximum fine established in this paragraph.

### **Section 4: Legal Rights**

The penal provision imposed under this Ordinance shall not preclude the Town of Lakewood Village from filing suit to enjoin the violation. The Town of Lakewood Village retains all legal rights and remedies available to it pursuant to local, state, and federal law.

### **Section 5: Severability**

#### **A. Unconstitutional or Invalid Section**

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.

#### **B. Independent Sections**

The Town 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/or phrases be declared unconstitutional or invalid.

### **Section 6: Estoppel / Waiver**

The failure of the Town to enforce any term or condition of this Ordinance shall not constitute a waiver or estoppel or any subsequent violation of this Ordinance.

### **Section 7: Effective Date**

The amendments to this Ordinance shall become effective from and after its date of passage and publication as provided by law.

**PASSED AND APPROVED** by the Town Council of the Town of Lakewood Village, Texas  
this the 9th day of September, 2021

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Dr. Mark E. Vargus  
MAYOR

**ATTESTED:**

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Linda Ruth, TRMC, CMC  
Town Administrator/Town Secretary



# **CERTIFICATE OF OCCUPANCY / CUSTOMER SERVICE INSPECTION ORDINANCE**

**Amended: September 9, 2021**  
**Adopted: September 13th, 2018**

## **SECTION 1: PROVISIONS**

### **1.1. PURPOSE**

A certificate of occupancy is evidence that the home complies substantially with the local codes as adopted by the Town of Lakewood Village and is safe to occupy.

### **1.2. APPLICATION**

#### **1.2.1. Certification of Occupancy**

The Town shall not provide municipal services (water, wastewater, or solid waste), nor shall the Town release electrical power, nor shall the town permit the occupancy of said residence until a Certification of Occupancy (CO) inspection has been performed and passed.

#### **1.2.2. Customer Service Inspection**

The Town shall not provide municipal services, nor shall the Town release electrical power, nor shall the Town permit the occupancy of said residence until a CSI inspection has been performed and passed. The CSI inspection report is to be retained by the Town for at least ten (10) years and is to be available for inspection by TCEQ (30 TAC Chapter 290.46(i)).

#### **1.2.3. Triggers**

- 1) A new home is constructed and occupied;
- 2) An application for utilities is received for an existing home; or
- 3) Reconnection of utilities for existing accounts that have not been in “good standing” for a period of six (6) months or more.

### **1.3. SCOPE**

This ordinance applies to all single and multi-family homes within the Town of Lakewood Village and the utility service area of the ETJ.

#### **Exceptions**

An inspection is not required if the change in the responsible billing party arises due to any of the following:

- 1) New home construction (builder to owner transfer);
- 2) Homes where a passing CO/CSI inspection has been obtained within 90 days prior to the current change in ownership or responsible party for a utility account; or
- 3) The new responsible party is a member of the current household.

### **1.4. CERTIFICATION OF OCCUPANCY INSPECTION**

The inspection shall be performed by the building official or his/her authorized designee. Areas to be covered under the inspection include general health and safety issues and include, but are not limited to:



- ☐ Electrical Hazards (exposed conductors, electrical service panels, GFCI protection in all wet areas, primary cold water ground and secondary grounding);
- ☐ Existing plumbing (visible leaks, fixtures, proper air gaps, vacuum breakers at all hose bibbs);
- ☐ Interior structure conditions (walls, ceiling);
- ☐ Smoke detectors (located in all bedrooms and adjacent areas);
- ☐ Foundation conditions (cracks/breaks);
- ☐ Stairs, hand / guardrail condition;
- ☐ Exterior surfaces (rotted);
- ☐ Exits from home (including operable bedroom windows);
- ☐ Heating equipment (water heater/furnace);
- ☐ A/C equipment condition (in proper working order);
- ☐ Adequate ventilation in bathrooms and laundry rooms (windows or exhaust fans);
- ☐ Garbage and debris (outside);
- ☐ Accessory buildings (structural condition, exterior surface rotted);
- ☐ Fence condition (rotted, upright position);
- ☐ Driveway / sidewalk hazards (cracks, breaks with more than three (3) inches of deflection and cracks in excess of three (3) inches); and
- ☐ Address posted minimum size four (4) inches of contrasting color.

#### 1.5. CUSTOMER SERVICE INSPECTION

The inspection is to be performed by the building official or his/her authorized designee with a valid TCEQ CSI license or T.S.B.P.E. W.S.P. endorsement. The inspection shall assess whether the potential for contamination of the Town water supply exists. As per 30 TAC Chapter 290, the inspection should, at a minimum, ensure that neither cross-connections nor unacceptable plumbing practices are present, and identify and prevent potential contaminant hazards and illegal lead materials. The inspector must use the TCEQ approved CSI form (30 TAC 290.47(d)).

#### 1.6. FEES

The fees associated with the required inspections and re-inspections are established in the Town's Consolidated Fee Ordinance.

#### 1.7. TEMPORARY CERTIFICATE OF OCCUPANCY (TCO) - NEW HOMES

The granting of a Temporary Certificate of Occupancy (TCO) is at the discretion of the Town **and is for new home construction only**. Upon a request from a property owner, the building official is authorized to grant a Temporary Certificate of Occupancy in order to provide utilities which will allow the property owner to **occupy the house while completing the final punch-list. perform repairs**. The granting of TCO is subject to the following conditions:

1. A signed notarized agreement between the Town and the owner acknowledging:
  - a. The expiration date of the TCO,
  - b. The items to be corrected,

- c. An acknowledgement that utilities will be discontinued at the expiration of the TCO unless the CO/CSI inspection has been passed,

~~d. If applicable, the receipt and terms of the deposit~~

2. ~~If the TCO period exceeds seven days, the payment of a refundable administrative safety deposit of one thousand dollars (\$1,000) will be required. If the CO/CSI inspection is not passed prior to the expiration of the TCO the deposit will be retained the Town to the pay for administrative costs, legal fees, and utility disconnect/reconnect fees.~~

The denial of a TCO by the Building Official can be appealed to the Town Council.

#### 1.8. TEMPORARY UTILITY SERVICES AGREEMENT - REMODELS

If a new owner wishes to postpone the CO/CSI inspection to perform repairs/remodel, the Town may enter into a temporary utility services agreement. The terms of the agreement are:

1. The owner must complete a utility application and pay the deposit;
2. The dwelling cannot be occupied; no furniture can be placed inside the house; occupation of the house will be grounds for immediate termination of utility service.
3. The owner must submit a scope of work and obtain permits prior to beginning construction; based on the scope of work the building official will determine the expiration date of the agreement, however, the term cannot exceed 90 days.
4. The owner agrees that the Town's utility services can be disconnected if a CO/CSI inspection has not been passed by the expiration date. The Town building official can extend the agreement for an additional 90 days, at his discretion, based on the level of progress.

### End of Exhibit A

#### Adoption and Summary of Amendments

Ordinance Number	Date	Summary
21-XX	September 9, 2021	<ul style="list-style-type: none"> <li>• Clarified Temporary C/O terms</li> <li>• Added Temporary Utility Services terms</li> </ul>
18-05	September 13, 2018	<ul style="list-style-type: none"> <li>• Added Section 1.7</li> <li>• Repealed 16-02</li> </ul>

## **INDIVIDUAL PROJECT ORDER NUMBER 064487112**

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the Town of Lakewood Village (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 6<sup>th</sup>, 2015, which is incorporated herein by reference.

### **Identification of Project:**

**Project Name: Water & Wastewater System Capacity Analysis**

**Specific scope of basic Services:** The Town of Lakewood Village (Town) has several areas within its CCN/ETJ that have proposed large residential developments. These proposed developments would increase the number of buildout water and sewer connections the Town needs to plan for from 442 to approximately 800.

### **Task 1 – Capacity Analysis - Water Distribution System**

Review and update water storage, pumping and supply requirements based upon revised buildout connection projections.

Update water model using revised number of connections that the Town is projected to serve at full buildout

Update Well Feasibility Study

#### **Deliverables:**

- Updated Maps - Updated Water System Maps utilizing revised buildout conditions
- Updated Project List and Opinion of Probable Construction Cost (OPCC)

### **Task 2 – Capacity Analysis - Wastewater Collection System**

Review existing lift station storage and pumping capacities based upon revised buildout connection projections.

#### **Deliverables:**

- Updated Maps – Updated Collection System Maps utilizing revised buildout conditions
- Updated CIP project list and OPCC

### **Task 3 – Capacity Analysis – Wastewater Treatment Plant**

Evaluate existing wastewater treatment plant facility. Analyze capacity of existing treatment units as well as identify required improvements for plant expansion to serve the revised buildout connection projections.

#### **Deliverables:**

- Plant Expansion Plan Exhibit
- Plant Expansion Plan and OPCC

**Method of Compensation:** The services identified in the scope of services shall be provided on a lump sum basis. See below for task budget breakdowns.

<u>Description</u>	<u>Method</u>	<u>Fee</u>
<b>Task 1 – Capacity Analysis–Water Distribution System</b>	Lump Sum	\$28,500.00
<b>Task 2 – Capacity Analysis–Wastewater Collection System</b>	Lump Sum	\$15,000.00
<b>Task 3 – Capacity Analysis–WW Treatment Plant</b>	Lump Sum	\$15,000.00
<b>Total Project Fee</b>		<b>\$58,500.00</b>

All permitting, application, and similar project fees will be paid directly by the Client. Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed, and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

The Consultant's estimate of the amount that will become payable associated with the reimbursable tasks is only an estimate for planning purposes, and is not binding on the parties, and is not the minimum or maximum amount payable to the Consultant under this Agreement.

**Additional Services if required:** Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Client, will be considered additional services. Additional Services will be compensated on a reimbursable basis at the then current hourly rates plus 6% to cover certain direct expenses for the project including in-house duplicating, local mileage, telephone calls, facsimiles, word processing computer time, and postage. Other direct expenses will be billed at 1.15 times cost. Consultant will not perform any Additional Services without Client's prior approval. Additional services include, but are not limited to, the following:

- Design of any other items that are not within the Scope of Services referenced herein.
- Impact Fee Updates

**Deliverables:** Task specific deliverables as identified in the Scope of Basic Services

**Terms of compensation:** In accordance with the terms of the Master Agreement for Continuing Professional Services, as referenced herein

ACCEPTED:

**Town of Lakewood Village**

**KIMLEY-HORN AND ASSOCIATES, INC.**

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: Vice President

DATE: \_\_\_\_\_

DATE: 08-06-2021



12 Pt Outline

Green Meadow Dr

Lakecrest Dr

Hillside Dr

Peninsula Dr

Parkwood Dr

Highridge Dr

Shoreline Dr

Woodcrest Dr

Meadow Lake Dr

Stowe Ln

Melody Ln

Carrie Ln

Carrie Ct

No Outline

Green Meadow Dr

Lakecrest Dr

Hillside Dr

Peninsula Dr

Parkwood Dr

Highridge Dr

Shoreline Dr

Woodcrest Dr

Meadow Lake Dr

Stowe Ln

Melody Ln

Carrie Ln

Carrie Ct

36"

9"

(Font) Clear View Hwy

2.5" RADIUS CORNERS

Green Meadow Dr

12 Pt Outline



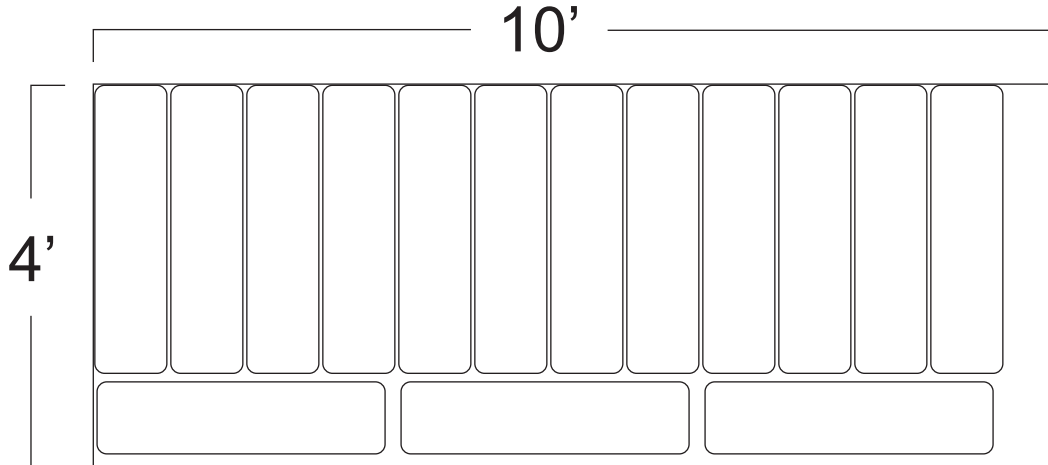
No Outline

Green Meadow Dr

1 1/2" SCALE



1/8" ALUMINUM



1/2" SCALE

090 aluminum already painted white on both sides

CLIENT:

Lakewood Village

DATE:

08/24/2021

DESIGNER:

LO

PAGE NO:

1 OF 1

SCALE:

SALES REP:

ALL IDEAS, PLANS, & ELECTRONIC ART INDICATED ON THIS DRAWING ARE OWNED BY THE LAWRENCE GROUP & SHALL NOT BE REPRODUCED, USED BY OR DISCLOSED TO ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHAT SO EVER WITHOUT PERMISSION OF THE LAWRENCE GROUP.

**Lawrence Group**

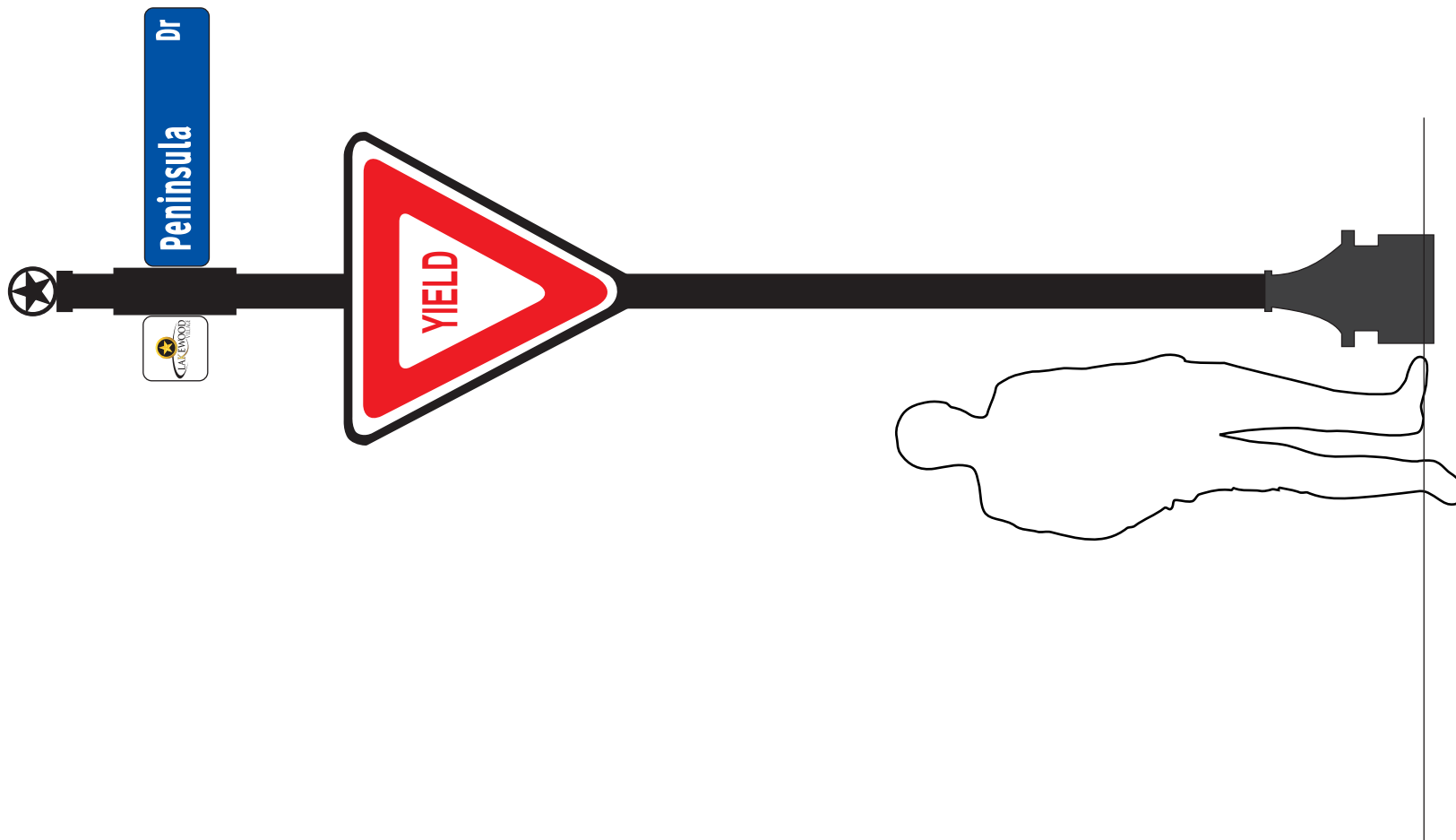
Retail Environment Solutions

972.978.0667

signguy497@gmail.com

www.lawrencegroup.net

JOB ADDRESS:



CLIENT:

Lakewood Village

JOB ADDRESS:

DATE:  
08/24/2021

SCALE:

DESIGNER:  
LO

SALES REP:

PAGE NO:

1 OF 1

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**Lawrence  
Group**

Retail Environment Solutions

972.978.0667  
signguy497@gmail.com  
www.lawrencegroup.net

**Mead**

**TOWN OF LAKEWOOD VILLAGE  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
LAKEWOOD VILLAGE, TEXAS, APPROVING AND AUTHORIZING  
THE ASSIGNMENT OF THAT CERTAIN DEVELOPMENT  
AGREEMENT DATED NOVEMBER 16, 2020, FROM SAM HILL  
VENTURE TO FIRST TEXAS HOMES.**

**WHEREAS**, on November 16, 2020, the Town of Lakewood Village, Texas, a general law municipality (the “Town”), the Little Elm Independent School District, a Texas independent school district (“LEISD”), and Sam Hill Venture, a Texas joint venture (“Sam Hill”) entered into that certain Development Agreement contemplated above (the “Agreement”); and

**WHEREAS**, Article XIV of the Agreement states that Sam Hill and its successors and assigns (“Assignor”) shall have the right, from time to time, to sell, transfer, convey, donate, assign, pledge, mortgage, or encumber all or any part of Assignor’s rights and obligations under the Agreement (a “Transfer”) to any person or entity (“Assignee”), only with the Town’s written consent (which shall not be unreasonably withheld, delayed or conditioned), provided Assignor is not in breach of the Agreement at the time of such Transfer and upon such Transfer (other than a collateral assignment to a lender), Assignor shall be released from the liabilities, responsibilities and obligations hereof to the extent of the land involved in such Transfer; and

**WHEREAS**, Assignor is not in breach of the Agreement; and

**WHEREAS**, Assignor wishes to assign its rights and obligations under the Agreement to First Texas Homes, Inc., a Texas corporation (“First Texas Homes”); and

**WHEREAS**, First Texas Homes wishes to assume Assignor’s rights and obligations under the Agreement; and

**WHEREAS**, the Town wishes to consent to said assignment, subject in all events to (i) the Town’s approval of a preliminary plat for the Property, and (ii) First Texas Homes purchasing approximately 78.9 acres of land located in the Town (the “Property”) from Sam Hill.

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

**SECTION 1.** The recitals set forth above are true and correct and are incorporated as if fully set forth herein.

**SECTION 2.** The Town Council of the Town of Lakewood Village (the “Town Council”), acting on behalf of the Town, hereby consents to the Transfer of the Agreement from Sam Hill to First Texas Homes, as set forth in the Assignment of Development Agreement attached hereto as Exhibit A; *provided, however*, that this consent is strictly conditioned upon i) the Town’s approval of a preliminary plat for the Property, and (ii) First Texas Homes

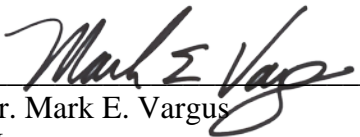


purchasing the Property from Sam Hill. If either of the foregoing conditions are not met, the consent granted herein shall be considered null and void ab initio.

**SECTION 3.** The Town Council, acting on behalf of the Town, hereby releases Assignor from its liabilities, responsibilities, and obligations under the Agreement; *provided, however,* that this release is strictly conditioned upon i) the Town's approval of a preliminary plat for the Property, and (ii) First Texas Homes purchasing the Property from Sam Hill. If either of the foregoing conditions are not met, the release granted herein shall be considered null and void ab initio.

**SECTION 4.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS,** on this 9th day of September, 2021.

  
\_\_\_\_\_  
Dr. Mark E. Vargus  
Mayor

ATTESTED:

  
\_\_\_\_\_  
Linda Ruth, TRMC, CMC  
Town Administrator/Town Secretary



# Exhibit A

## Assignment of Development Agreement

## ASSIGNMENT OF DEVELOPMENT AGREEMENT

This ASSIGNMENT OF DEVELOPMENT AGREEMENT (this "**Assignment**") is effective as of \_\_\_\_\_, 2021, (the "**Effective Date**") by and between Sam Hill Venture, a Texas joint venture ("**Assignor**"), and First Texas Homes, Inc., a Texas corporation ("**Assignee**").

### RECITALS

A. Assignor is a party to that certain Development Agreement dated on or about November 18, 2020 and attached hereto as Exhibit A (the "**Development Agreement**").

B. Assignor desires to assign, and Assignee desires to accept, all of Assignor's obligation, right, title and interest under the Development Agreement.

C. Pursuant to Article XIV of the Development Agreement, Assignor has the right to assign its obligation, right, title and interest under said Development Agreement with the written consent of the Town of Lakewood Village, Texas, a Texas general municipality (the "**Town**").

D. The Town approved Resolution No. \_\_\_\_\_ on September \_\_\_\_, 2021, pursuant to which the Town has consented to the assignment contemplated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby assigns and transfers to Assignee all of Assignor's obligation, right, title and interest in, to and under the Development Agreement.

2. Assignee hereby accepts such assignment and transfer and assumes all of the obligations of Assignor set forth in the Development Agreement. Assignee further agrees to perform all of the covenants, provisions and conditions to be performed by Assignor under the Development Agreement.

3. Assignee accepts all terms and conditions of the Development Agreement. Assignee has reviewed same, and Assignee fully understands the terms and conditions contained therein and represents to Assignor that it is willing and able to close the transaction contemplated therein.

4. Assignee shall and does hereby indemnify Assignor against, and agrees to hold Assignor harmless of and from, all liabilities, obligations, actions, suits, proceedings or claims, and all costs and expenses, including but not limited to reasonable attorneys' fees incurred in connection with all covenants and obligations, which are to be paid, performed, fulfilled and complied with by Sam Hill (as defined in the Development Agreement), to the extent arising or occurring after the Effective Date.

6. The Town has consented to this Assignment, and to the transfer from Assignor to Assignee of Assignor's obligation, right, title and interest in the Development Agreement, in full satisfaction of the Town's right to consent to an assignment under the Development Agreement.

7. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. This Assignment may be executed in any number of counterparts, each of which may be deemed an original but all of which together shall constitute one and the same instrument. The signature pages of any counterpart may be detached therefrom without impairing the legal effect of the signature(s)

thereon, provided such signature pages are attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Assignment attached thereto.

9. The parties covenant that they will, at any time and from time to time upon written request therefore, at the requesting party's sole expense and without the assumption of any additional liability thereby, execute and deliver to the requesting party, its successors and assigns, any new or confirmatory instruments and take such further acts as the parties may reasonably request to fully evidence the assignment contained herein.

10. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, this Assignment has been executed and delivered as of the Effective Date.

**ASSIGNOR:**

SAM HILL VENTURE,  
a Texas joint venture

By: JW Partners, Ltd.,  
a Texas limited partnership,  
its General Partner

By: Texas Land Management, L.L.C.,  
a Texas limited liability company,  
its General Partner

By: \_\_\_\_\_  
Jim Williams, Chairman

By: \_\_\_\_\_  
A.J. Reed, Venturer

STATE OF TEXAS                   §  
   §  
COUNTY OF COLLIN           §

This instrument was acknowledged before me, the undersigned authority, this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by Jim Williams, Jr., Chairman of Texas Land Management, L.L.C., a Texas limited liability company, General Partner of JW Partners, Ltd., a Texas limited partnership, on behalf of Sam Hill Venture, a Texas joint venture, for the consideration therein expressed.



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

My Commission Expires: \_\_\_\_\_

[illegible]

This instrument was acknowledged before me, the undersigned authority, this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by A.J. Reed, Venturer, on behalf of Sam Hill Venture, a Texas joint venture, for the consideration therein expressed.

Notary Public for the State of Texas

**ASSIGNEE:**

FIRST TEXAS HOMES, INC.,  
a Texas corporation

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

STATE OF TEXAS                               §  
   §  
COUNTY OF [\_\_\_\_\_]                       §

This instrument was acknowledged before me, the undersigned authority, this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by \_\_\_\_\_ of First Texas Homes, Inc., a Texas corporation, for and on behalf of said corporation, for the consideration therein expressed.

Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

# Exhibit B

## Development Agreement

## **DEVELOPMENT AGREEMENT**

This Development Agreement (this “**Agreement**”) is by and between the **TOWN OF LAKEWOOD VILLAGE, TEXAS**, a general law municipality located in Denton County, Texas (the “**Town**”), **LITTLE ELM INDEPENDENT SCHOOL DISTRICT**, a Texas independent school district (“**LEISD**”), and **SAM HILL VENTURE**, a Texas joint venture (“**Sam Hill**”), and is made and entered into effective as of the date signed by the parties hereto (the “**Effective Date**”). The foregoing parties are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**.”

### **RECITALS**

**WHEREAS**, Sam Hill holds fee simple title to approximately 77.5 acres of land described by metes and bounds on the attached **Exhibit A** and depicted on the attached **Exhibit A-1** (the “**Original Sam Hill Property**”). The Original Sam Hill Property is located within the Town’s municipal limits; and

**WHEREAS** LEISD holds fee simple title to approximately 16.3 acres of land described by metes and bounds on the attached **Exhibit B** and depicted on the attached **Exhibit B-1** (the “**LEISD Property**”). The LEISD Property is adjacent to the Original Sam Hill Property and is currently located within the extraterritorial jurisdiction (“**ETJ**”) of the Town; and

**WHEREAS**, Sam Hill and LEISD have entered into that certain Real Estate Contract for Exchange of Property with an effective date of August 26, 2019 (as amended from time to time, the “**Exchange Contract**”). The Exchange Contract provides that Sam Hill will transfer a portion of the Original Sam Hill Property containing approximately 14.9 acres of land described by metes and bounds on the attached **Exhibit C** and depicted on the attached **Exhibit C-1** (the “**Sam Hill Exchange Tract**”) to LEISD in exchange for the LEISD Property (the “**Exchange**”); and

**WHEREAS**, Sam Hill desires to develop the approximately 62.9 acres of the Original Sam Hill Property remaining after the Exchange together with the LEISD Property (collectively, the “**Properties**”) as a master planned single family residential community in general conformance with the concept plan (the “**Concept Plan**”) shown on **Exhibit D** attached hereto and incorporated herein for all purposes. Among other things, the Concept Plan illustrates the approximate location of new streets, lots, a new Town entry, a town hall site, park sites and open spaces; and

**WHEREAS**, on April 23, 2020, the Town approved Ordinance No. 20-08 rezoning the Original Sam Hill Property to facilitate the development of a master planned single family residential community (the “**Sam Hill Zoning**”); and

**WHEREAS**, Sam Hill’s ability to efficiently develop the Properties depends on various Town approvals, including but not limited to, the Town’s approval of: (i) the Concept Plan, (ii) preliminary and final plats of the Properties that are generally in accordance with the Concept Plan, (iii) the Land Use and Development Regulations of the LEISD Property as set forth in Exhibit “E” attached hereto, which will apply to the LEISD Property prior to and after annexation (the “**Land Use and Development Regulations**”), and (iii) construction plans for the Properties that meet or exceed the applicable requirements of Town regulations and uniformed engineering design



standards (collectively, the “**Approvals**”). This Agreement includes a process for obtaining the Approvals; and

**WHEREAS**, development of the Properties shall meet or exceed the applicable requirements of the approved Concept Plan, the Land Use and Development Regulations, and the Town regulations, as they exist today, including Subdivision Ordinance No. 14-13, Zoning Ordinance No. 19-02, Public Works Construction Standards Ordinance No. 14-11, and Lighting Ordinance No. 19-03 (collectively the “**Applicable Regulations**”), provided any amendments to the Applicable Regulations will be applicable to the LEISD Property after a period of three (3) years from the Effective Date of this agreement.

**WHEREAS**, the parties agree that Land Use and Development Regulations shall apply to the development of the LEISD Property before and after annexation of the LEISD Property into the Town; and

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

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

**WHEREAS**, the Town is the certified retail treated water provider for the Original Sam Hill Property (under its water Certificate of Convenience and Necessity No. 10201) and the retail sewer provider (under sewer Certificate of Convenience and Necessity No. 20075) for the Properties, except that the Town of Little Elm is currently the certificated retail water service provider for the LEISD Property, and as described herein, Sam Hill will request that the Public Utility Commission of Texas decertify the LEISD Property from the Town of Little Elm’s water CCN and cooperate with the Town in seeking to include the LEISD Property in the Town’s water CCN. Following the addition of the LEISD Property to the Town’s water CCN, the Town agrees to provide water and sewer service to the Properties subject to applicable laws and regulations and the terms of this Agreement; and

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

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

## **ARTICLE I**

### **REPRESENTATIONS, CONTINGENT AGREEMENT AND TERM**

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

1.2 **Contingency and Term**. Sam Hill will only close the Exchange contemplated by the Exchange Contract (the “**Exchange Closing**”) if Sam Hill receives the approval of this Agreement, and the LEISD Property Annexation (defined below). The

parties agree that this Agreement and the provisions and obligations contained herein are contingent upon and shall be fully and finally effective only if, as and when the Exchange Closing occurs. If the Exchange Closing does not occur on or before January 29, 2021 (the “**Outside Closing Date**”), this Agreement shall automatically terminate, and all provisions and obligations contained herein shall become null and void. The Parties may mutually extend the Outside Closing Date in writing. LEISD shall have no obligations under this Agreement that have not been acknowledged herein as having been already fully performed.

## ARTICLE II

### LAND USE AND DEVELOPMENT REGULATIONS OF THE LEISD PROPERTY

2.1 Land Use and Development Regulations. To facilitate the Exchange Closing and to realize various benefits to the Town contemplated by the Concept Plan, the Town agrees to the Land Use and Development Regulations and the Concept Plan and establish land use and development regulations for the LEISD Property as described on Exhibit E attached hereto and incorporated herein for all purposes (the “**Land Use and Development Regulations**”). Prior to annexation of the LEISD Property, the Town shall have all of the same enforcement rights to enforce the Land Use and Development Regulations on the LEISD Property that the Town otherwise has to enforce development regulations within the Town limits, provided that such enforcement is consistent with the terms and provisions of this Agreement and any final plats and construction plans hereafter approved by the Town for the LEISD Property.

2.2 Building Materials. Upon annexation of the LEISD Property, Sam Hill has requests and the Parties agree that Exhibit E, as applicable, the Town-adopted building codes and local amendments, the Town-adopted fire codes and local amendments and the Town’s building material regulations in the zoning ordinance as they existed on August 1, 2019 shall apply for a period of three (3) years of the Effective Date to the Properties, and Sam Hill voluntarily agrees to burden the Properties, by the filing of this Agreement as a covenant that runs with the land, with their applicability for such time, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended, unless the Parties agree to modify Exhibit E or the building material regulations by amendment to this Agreement.

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

2.4 Sam Hill Exchange Tract and Future School. Notwithstanding anything herein to the contrary, the parties hereto do not waive or modify any laws, statutes, or regulations that apply to real property owned by a public school district, including, but not limited to Texas Government Code, Title 10, Subtitle Z, and Texas Local Government Code Section 395.022.

**ARTICLE III**  
**ANNEXATION OF THE LEISD PROPERTY AND POST-ANNEXATION MATTERS**

3.1 Annexation Petition. By execution of this Agreement, LEISD has provided consent to the Town to initiate and conduct proceedings for the full purpose of annexation of the LEISD Property after the Town's approval of this Agreement. However, the Town agrees that the ordinance to annex the LEISD Property shall not become effective until the Exchange Closing. The consent to annex shall be automatically withdrawn if the Exchange Contract is terminated.

3.2 Annexation. Upon execution of this Agreement, the Town agrees to immediately commence the annexation process for the LEISD Property in accordance with the petition to annex submitted to the Town by LEISD. Sam Hill agrees to execute and supply any and all instruments and/or other documentation necessary for the Town to annex the LEISD Property into the Town's corporate limits. The Parties agree that this Agreement shall serve as an annexation service plan meeting the requirements of Tex. Local Gov't Code §43.065. Pursuant to 212.172(b)(7) of the Local Government Code, Sam Hill and Town agree that the following procedures may be used by the Town for any annexation in lieu of Local Government Code Chapter 43 procedures:

- (1) Before adopting an ordinance annexing the LEISD Property, the governing body of the Town must conduct one public hearing;
- (2) During the public hearing, the governing body must provide persons interested in the annexation the opportunity to be heard;
- (3) After the public hearing, the governing body will adopt an ordinance annexing the LEISD Property subject to the provisions in Section 3.1 of this Agreement; and
- (4) The Town must post notice of the hearing on the Town's Internet website and publish notice of the hearing in the official newspaper of the Town. The notice for the hearing must be:
  - (i) mailed to the owner of the LEISD Property as indicated on the most recent certified tax roll;
  - (ii) published at least once on or after the 20th day but before the 10th day before the date of the hearing; and
  - (iii) posted on the Town's Internet website on or after the 20th day but before the 10th day before the date of the hearing and must remain posted until the date of the hearing.

3.3 While the Parties expressly acknowledge that the LEISD Property will be voluntarily annexed in accordance with Section 3.1 of this Agreement, the Parties agree that the Final Zoning as shown in Exhibit F, and the applicable provisions of this Agreement memorialize the plan for development of the Properties as provided for in

Section 212.172 of the Texas Local Government Code. Concurrently with submitting the annexation of the LEISD Property, Sam Hill shall submit a zoning application to the Town requesting the Properties be zoned in a manner consistent with the Final Zoning. Sam Hill agrees to execute and supply any and all instruments and/or other documentation necessary for the Town to zone the Properties into the Town's corporate limits. The Town shall consider zoning the Properties by replacing the Land Use and Development Regulations with regulations consistent with the Final Zoning, and applicable provisions of this Agreement contemporaneously with annexation of the LEISD Property. Through this Agreement, Sam Hill expressly consents and agrees to the zoning of the Properties consistent with and as contemplated by this Section 3.1.

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

4.1 Zoning of the LEISD Property and the Original Sam Hill Property. If no earlier than fifteen (15) days and no later than forty-five (45) days after the Exchange Closing, the Town adopts an ordinance, attached hereto as Exhibit F, to combine the Land Use and Development Regulations and Sam Hill Zoning into a single planned development applicable to the entirety of the Properties (the "**Final Zoning**"), the Final Zoning will replace the Land Use and Development Regulations and Sam Hill Zoning in their entirety. The Parties agree that the regulations set forth in Exhibit F and the applicable provisions of this Agreement memorialize the plan for development of the Properties as provided for in Section 212.172 of the Texas Local Government Code.

4.2 Changes to Applicable Regulations. If Sam Hill wants the Town to propose any changes to the regulations applicable to the Properties,, Sam Hill shall, no later than fifteen (15) days after the Exchange Closing, submit an amendment or rezoning application to the Town and execute and supply any and all instruments and/or other documentation necessary for the Town to consider the amendment or changes to the zoning. As specified by Section 212.172(g) of the Local Government Code, this Agreement constitutes a permit for purposes of Local Government Code Chapter 245.

4.3 Full Compliance with Town Standards. Development of the Properties shall be subject to the Applicable Regulations and uniform engineering design standards, as they exist today, except to the extent that the Final Zoning, attached as Exhibit F, may vary from those terms, in which event the Final Zoning, as applicable, shall control. After a period of three (3) years from the Effective Date, development on the Properties shall be subject to the then applicable regulations of the Town and any amendments thereof.

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



**ARTICLE V  
DEVELOPMENT PROCESS AND CHARGES**

5.1 Development, Review and Inspection Fees. Except for any fees related to zoning of the Properties immediately upon annexation, development of any portion of the Properties shall be subject to payment to the Town of the applicable fees according to the Town Regulations, including without limitation fees relating to platting and any other charges and fees not expressly exempted or altered by the terms of this Agreement.

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

(A) SAM HILL ACKNOWLEDGES AND AGREES THAT:

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

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

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

(c) NUISANCE.

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

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

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

(B) THIS SECTION 5.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

## **ARTICLE VI**

### **TOWN ENTRY STREET**

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

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

6.3 Traffic Signal. If prior to Sam Hill commencing the construction of Lakewood Village Drive the Town provides Sam Hill with an engineering study as required by Chapter 4C of the Texas Manual on Uniform Traffic Control Devices evidencing that traffic signals are warranted, Sam Hill will, at its sole cost and expense design and install, with Town approval, traffic signals at the intersection of Lakewood Village Drive and Eldorado Parkway as shown in Exhibit H. Sam Hill will be reimbursed for the cost of designing and installing the traffic signals by the Town's waiver of fees in an equal amount as described in Sections 12.1 and 12.2 of this Agreement

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

6.5 Maintenance. The Town will be responsible for the future maintenance of all paving of Lakewood Village Drive. Sam Hill shall be responsible for the mowing and general maintenance of the landscaping in the median and roundabout within Lakewood Village Drive for two (2) years after the Town's acceptance of Lakewood Village Drive, not to be unreasonably withheld, or until at least fifty (50) homes have been issued Certificates of Occupancy on the Properties, whichever is sooner. Thereafter, the Town shall maintain the landscaping. All mowing and maintenance shall be to a standard consistent with a first-class residential subdivision in the North Texas regional area. At the written request of Sam Hill, the Town will grant Sam Hill a license to maintain the landscaping of the median and the roundabout for a term of up to five (5) years. A form of license agreement is attached hereto as Exhibit I and incorporated herein for all purposes.

## ARTICLE VII TOWN ENTRY FEATURE

7.1 Design and Installation. Sam Hill will construct at its sole cost and expense an entry feature for the Town at the intersection of Eldorado Parkway and Lakewood Village Drive (the "Town Entry Feature") in accordance with the plans prepared and paid for by the Town and attached hereto as Exhibit J. The Town Entry Feature shall be constructed concurrently with Sam Hill's development of the LEISD Property and the construction of Lakewood Village Drive.

7.2 Cost Reimbursement. Sam Hill will be reimbursed the cost of constructing the Town Entry Feature by the Town's waiver of fees in an equal amount as described in Sections 12.1 and 12.2 of this Agreement.

## ARTICLE VIII TOWN HALL AND PARK SITES

8.1 Town Hall and Park Sites. Sam Hill agrees to dedicate in fee a minimum of two acres to the Town for use as a town hall and park, with the park being a minimum of 1 acre, in the locations generally shown on the Concept Plan. The Town agrees that the deed for the property will restrict the use of the property for development of a town hall with related municipal uses. The dedication will occur when a final plat is recorded for the land for Lakewood Village Drive. Sam Hill's dedication of the town hall site will be considered a donation to the Town for tax purposes. To document the donation, Sam Hill will obtain the necessary appraisals and the Town agrees to execute and deliver IRS Form 8283 and a donor acknowledgement letter to Sam Hill based upon the values shown in such appraisals.

## 8.2 Parks, Open Space, and Greenbelts.

(a) Park Dedication. Park Land Dedication Ordinance No. 15-18 requires developers to dedicate one (1) acre of park land for every 25 dwelling units. Based on the approximate 136 units shown on the Concept Plan, Sam Hill would be required to dedicate 5.44 acres of park land to the Town upon development of the Properties. Sam Hill agrees to dedicate, in fee, a minimum of eleven (11) acres of land to the Town for public parks, open space, and greenbelt buffers as shown on the Concept Plan. Any dedication of parks, open space, or greenbelt buffers to the Town in excess of the 5.44 acres will be considered a donation to the Town for tax purposes. Sam Hill will obtain an appraisal of the donated acreage and the Town agrees to execute and deliver IRS Form 8283 and a donor acknowledgement letter to Sam Hill based upon the values shown in such appraisal.

(b) Installation of Landscaping. Sam Hill, at its sole cost and expense, shall install landscaping in accordance with the Sam Hill Zoning and the Land Use and Development Regulations and with Town approval, within the parks, open space, and greenbelts as specified in the Final Zoning. The landscaping of any platted area shall be installed no later than three (3) months after the Town's final acceptance of all public improvements that service the platted area.

(c) Maintenance of Landscaping. Except as otherwise provided in Section 8.2(d) below relative to the forty-foot (40') greenbelt and hiking trail, Sam Hill shall be responsible for the mowing and general maintenance of the landscaping within the parks, open space, and greenbelt buffers for two (2) years after the installation of the landscaping or until at least fifty (50) homes have been issued Certificates of Occupancy on the Properties, whichever is sooner. Thereafter, the Town shall maintain the landscaping within the parks, open space, and greenbelt buffers. All mowing and maintenance shall be to a standard consistent with a first-class residential subdivision in the North Texas regional area. At the written request of Sam Hill, the Town will grant Sam Hill a license to maintain the landscaping within the parks, open space, and greenbelt buffers for a term of up to five (5) years.

(d) Greenbelt Trail. The forty-foot (40') greenbelt shown on the Concept Plan will contain a hiking trail. Contemporaneously with the development of any portion of the Sam Hill Property adjacent to the greenbelt, Sam Hill, at its sole cost and expense, will clear and grade a minimum eight foot (8') wide walkable natural path within the greenbelt in a Town-approved location. Sam Hill will have no further duty or obligation to construct, pay for or maintain the greenbelt or the trail.

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



## ARTICLE IX WATER AND SEWER

9.1 Water Lines. The Town (i) is the certificated retail water provider for the Properties (except for the LEISD Property for which the Parties will cooperate in the Town obtaining certification under the Town's water CCN NO. 10201 as described in Section 9.3, (ii) certifies that sufficient water capacity is available to serve the Properties as developed in accordance with the Concept Plan, and (iii) will provide the necessary water capacity for Sam Hill's full development of the Properties.

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

(b) Obligation to Fund. With the exception of the oversized line described in Section 9.1(e), Sam Hill shall fund, at its sole expense, all costs associated with the design and construction of the on-site Water Facilities. Sam Hill will connect to existing water lines at the intersection of Lakecrest Drive and Highridge Drive and the intersection of Parkwood Drive and Highridge Drive.

(c) Easements. Sam Hill shall dedicate, at no cost to the Town, all temporary and permanent easements within the Properties that are required for the Water Facilities, as determined as determined by the Town but not to exceed the requirements of Ordinance No. 14-11 (Public Works Construction Standards).

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

(e) Oversizing. The Town has requested that an oversized 12" water line be constructed with the development of the Properties from the intersection of Lakecrest Drive and Highridge Drive to the west boundary of the Properties, as shown on Exhibit K, to serve future customers located outside of the Properties (the "Oversized Water Line"). Sam Hill agrees to construct the Oversized Water Line, but it is agreed that the difference in the cost between constructing the Oversized Water Line (and any other oversized water lines required by the Town) and a standard 8" water line will be reimbursed to Sam Hill by the Town's waiver of fees in an equal amount as described in Sections 12.1 and 12.2 of this Agreement.

(f) Off-Site Water Facilities. Sam Hill is not required to construct any off-site Water Facilities.

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

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

(b) Obligation to Fund. With the exception of the oversized lines described in Section 9.2(e), Sam Hill shall fund, at its sole expense, all costs associated with the design and construction of the on-site Wastewater Facilities. Sam Hill will connect to an existing wastewater line at the intersection of Parkwood Drive and Highridge Drive.

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

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

(e) Oversizing. The Town has requested that an existing 6" wastewater line extending east from the intersection of Parkwood Drive and Highridge Drive, as shown on Exhibit K, be replaced with a 15" line (the "**Parkwood Wastewater Line**"). The Town has also requested that an oversized 12" wastewater line be constructed from the intersection of Eldorado Parkway and Lakewood Village Drive through the Properties to Highridge Drive, as shown on Exhibit K, to serve future customers located outside of the Properties (the "**Oversized Wastewater Line**"). Sam Hill agrees to design and construct the Parkwood Wastewater Line and the Oversized Wastewater Line with the development of the Properties. The Town agrees to reimburse Sam Hill for undertaking such construction in the form of wastewater impact fee credits in the amounts calculated as follows by the Town's waiver of fees in an equal amount as described in Sections 12.1 and 12.2 of this Agreement.

(i) For the Parkwood Wastewater Line: Sam Hill will receive wastewater impact fee credits equal to the full cost of both designing and constructing the Parkwood Wastewater Line.

(ii) For the Oversized Wastewater Line (and any other oversized lines that may be required by the Town): Sam Hill will receive wastewater impact fee credits equal to the difference between the cost of constructing the Oversized Wastewater Line (and any other oversized lines that may be required by the Town) and the cost of constructing a standard 8" wastewater line.

(f) (f) Reclaimed Water Line. Concurrent with the construction of the Parkwood Wastewater Line, Sam Hill will install water lines to transport recycled water from the wastewater plant to the Parkwood - Highridge intersection. The Town agrees to reimburse Sam Hill for undertaking such construction in the form of impact fee credits in the amounts calculated as follows by the Town's waiver of fees as described in Sections 12.1 and 12.2 of this Agreement.

(g) Off-Site Wastewater Facilities. Other than constructing the Parkwood Wastewater Line and any off-site lines that may be necessary for a mutually agreeable alternative to the lift station, Sam Hill is not required to construct any off-site Sewer Facilities.

9.3 Transfer of LEISD Property to the Town's Water CCN. Within thirty (30) days following its acquisition of fee simple title to the LEISD Property, Sam Hill will exercise its rights under Texas Water Code Section 13.2541 to petition the Public Utility Commission of Texas ("PUC") to release the LEISD Property from the Town of Little Elm's water CCN. The Town will pay 100% of Sam Hill's costs incurred in filing and prosecuting the CCN release petition and 100% of any required costs of compensating the Town of Little Elm under Texas Water Code Section 13.2541(f). The Town will not include such costs in impact fees charged against the Property. Sam Hill will cooperate with the Town and participate in any required PUC proceedings to the extent needed to allow the Town to become the sole certificated retail water service provider to the LEISD Property. To the extent the PUC does not approve the transfer of the LEISD Property to the Town's water CCN, then the Parties acknowledge that the Town has no obligation hereunder to provide retail water service to the LEISD Property.

## **ARTICLE X MELODY DRIVE CONNECTION**

10.1 Design and Construction of Melody Drive Connection. Sam Hill will, at its sole expense, design and construct a north-south road as shown on the Concept Plan and Exhibit L concurrent with construction of streets within the Properties which will terminate at Lot 4, Block A, Section 5, of Lakewood Village currently owned by the Town. Sam Hill will design and construct, with Town approval, a road across such Lot 4 to connect the north-south road to Melody Drive (the "Melody Drive Connection"), as shown on Exhibit L. Sam Hill has no obligation to construct any other perimeter street.

10.2 Shores Entry Signage. With the construction of the Melody Drive Connection, Sam Hill will, at its sole cost and expense, design and construct a monument

sign along Lakewood Village Drive to serve as the entry sign to the Shores of Lakewood Village Development ("Shores Entry Sign"). The design of the Shores Entry Sign will be consistent with the other entry signs in the Sam Hill development.

10.3 Cost Reimbursement. Sam Hill will be reimbursed for the cost of designing and constructing the Melody Drive Connection, and Shores Entry Signage by the Town's waiver of fees in an equal amount as described in Sections 12.1 and 12.2 of this Agreement.

## **ARTICLE XI**

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

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

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

- a. Development Fees. Sam Hill and the Town have entered into that certain Professional Services Agreement dated November 25, 2019 (the "**PSA**"). The PSA requires that Sam Hill pay for engineering and legal services rendered to the Town in conjunction with the Town's review and approval of this Agreement, the Original Sam Hill Property zoning application, and development plans for the Properties. Sam Hill's payment for the services outlined in the PSA shall be in lieu of the Preliminary Plat, Final Plat, and Plan Approval fees contained in Section 4 and Section 5 of Consolidated Fee Ordinance No. 19-17. Other than the fees contained within the Applicable Regulations and fees assessed by the Impact Fee Ordinance No. 17-09 not waived as provided hereunder, no other development fees, impact fees, front foot fees, pro-rata charges, capital recovery charges, or charges of any kind shall apply to the development of the Properties. In addition, Sam Hill shall not be charged for water tap fees associated with irrigation of the parks, open space, and greenbelt buffers to be dedicated to the Town.
- b. Homebuilder Fees. Prior to obtaining a building permit for each new dwelling unit on the Properties, Sam Hill or subsequent property owners shall be subject only to the payment of the following fees and charges listed in Consolidated Fee Ordinance No. 19-17 and Impact Fee Ordinance No. 17-09 (collectively, the "**Builder Fees**"):
  - i. Project Permit fees;
  - ii. Plan Review fees;
  - iii. Reinspection fees;

- iv. Contractor Registration fees;
  - v. Certificate of Occupancy and Customer Service Inspection fees;
  - vi. Water Tap and Meter fees;
  - vii. Sewer Tap fees; and
  - viii. Any water or wastewater impact fees not credited, reimbursed by the terms of this Agreement or subsequent agreements.
- c. After a period of three (3) years from the Effective Date, the Properties shall be subject to any amendments to Consolidated Fee Ordinance No. 19-17 and Impact Fee Ordinance No. 17-09 except that the fees to be waived pursuant to Article XII shall continue to be waived for any amount not yet reimbursed.

## ARTICLE XII CONTINGENCY, OTHER IMPROVEMENTS AND REIMBURSEMENT

12.1 Contingency. All of Sam Hill's obligations to construct public improvements set forth in Articles VI through XII of this Agreement and Sam Hill's acknowledgements and agreements of Article V of this Agreement are contingent on the Town adopting an abandonment ordinance as outlined in this Section 6.1, abandoning to Sam Hill at no cost to Sam Hill, the section of Lakecrest Drive extending from Eldorado Parkway to Highridge Drive, as shown on Exhibit G and on the Town expanding the Neighborhood Empowerment Zone to include the LEISD Property within 30 days of its annexation.

12.2 Improvements and Budget. This Agreement contains obligations for Sam Hill to design and/or construct the improvements listed in the following table (collectively, the "Improvements") and for the Town to reimburse Sam Hill for the cost of designing and/or constructing the Improvements by the waiver of Impact Fees (as defined below). The Improvements and the estimated budgets for design and/or construction of the Improvements (the "Estimated Cost(s)") are:

<b>Improvements</b>	<b>Section</b>	<b>Estimated Cost(s)</b>
Design and Installation of Traffic Signals	Section 6.3	\$350,000
Construction of the Town Entry Feature	Section 7.1 and 7.2	\$400,000
Construction of Oversized Water Line	Section 9.1(f)	\$40,000
Construction of Parkwood Wastewater Line	Section 9.2(e)	\$90,000
Construction of Oversized Wastewater Line	Section 9.2(e)	\$15,000
Design & Construction of Melody Drive Connection	Section 10.1 and 10.2	\$30,000
Design & Construction of two additional turn lanes Lakewood Village Drive	Section 6.2	\$30,000
Shores entry signage	Section 10.2	\$25,000
Parkwood Recycled water line	Section 9.2(f)	\$10,000
<b>Total</b>		<b>\$990,000</b>



If prior to construction, Sam Hill finds that the cost of an improvement will exceed the Estimated Cost, Sam Hill will present a minimum of three (3) bids to the Town for the Town's review. The Town and Sam Hill will then mutually decide if they want to proceed with the project subject to the increase in cost.

12.3 Reimbursement by Waiver of Fees. As Sam Hill completes the various Improvements, Sam Hill will provide copies of all invoices for the project to the Town to document the final cost of the improvement(s) (the "**Final Cost**"). The Town will then waive Water Impact Fees and Wastewater Impact Fees (collectively, the "**Impact Fees**") for an equal number of homes to be constructed within the Properties in an amount equal to the cost to design and/or construct the improvement(s). The fees include:

Fee	Fee Amount
Water Impact Fee (based on a 5/8" meter) *	\$6,724
Wastewater Impact Fee (based on a 5/8" meter)	\$2,788
Total Reimbursement Fees per Unit	\$9,512

\* If the CCN for the LEISD Property is not transferred to the Town, the Water Impact Fee will not apply to the LEISD Property.

Based on Tables 12.2 and 12.3, and assuming the CCN is transferred to the Town or the Town otherwise becomes the retail water provider for the LEISD Property, and the final cost of designing and constructing the improvements is equal to the Estimated Cost, Impact Fees would be waived for the first 104 homes.

Calculation: Final Cost of \$990,000 / Impact Fees per Unit of \$9,512 = 104.homes

Once the Final Cost of an Improvement is finalized and it is determined if the CCN for the LEISD Property will or will not be transferred to the Town, the Town and Sam Hill will amend this agreement to mutually determine a formula to fully reimburse Sam Hill for the Final Cost of the Improvements. It is also anticipated that other terms of the agreement and Exhibits F,G,H,and J will be amended.

After all improvements have been completed, Sam Hill and the Town will revise the waiver formula to account for the actual aggregate costs incurred for all of the improvements.

12.4 Impact fee adjustment for 1-inch water meter. The water impact fee for a one-inch meter is \$16,810. If a one-inch meter is to be installed, the builder shall be responsible for the additional payment of \$10,086 (\$16,810-\$6,724) prior to the issuance of a building permit for the applicable home.

### **ARTICLE XIII**

#### **THIRD PARTY BENEFICIARIES**

Except for the successors and assigns of Sam Hill as provided by Article XIV, this Agreement is for the benefit of the Parties and shall not be construed to confer any benefit on any other party except as expressly provided herein.

### **ARTICLE XIV**

#### **ASSIGNMENT OF AGREEMENT**

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

### **ARTICLE XV**

#### **MISCELLANEOUS PROVISIONS**

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

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

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

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

(a) to refuse to issue building permits for the Sam Hill Properties, where "Sam Hill Properties" refers to the property owned by Sam Hill following the exchange with the LEISD; and/or

(b) to refuse to accept any portion of any future public improvements on the Sam Hill Properties and/or associated with the development of the Property; and/or

(c) to refuse to provide the impact fee credits to Sam Hill.

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

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

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

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

of the opposing party or parties when such settlement is unfavorable to it in the judgment of the Party having the difficulty.

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

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

If to the Town, to:

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

with a copy to:

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

If to Sam Hill, to:

Sam Hill Venture  
Attn: Jim Williams, Jr.  
5850 Granite Parkway, Suite 100  
Plano, Texas 75024  
Fax: (214) 618-3815  
Email: jim@landplan.net

with copy to:

LandPlan Development Corp.  
Attn: Douglas Mousel  
5850 Granite Parkway, Suite 100  
Plano, Texas 75024  
Fax: (214) 618-3815  
Email: doug@landplan.net

If to the LEISD, to:

Little Elm Independent School District  
Attn: Rod Reeves  
300 Lobo Lane  
Little Elm, TX 75068  
Fax: (972) 292-1582  
rreeves@leisd.ws

with a copy to:

Elisabeth Nelson  
Walsh, Gallegos Trevino Russo & Kyle P.C.  
105 Decker Ct, Suite 600  
Irving, TX 75062  
Fax: (214) 574-8800  
enelson@wabsa.com

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

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

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

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



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

15.11 Amendments. This Agreement may only be amended by a written agreement signed by the Parties, or as to LEISD or Sam Hill their successors in title to the Properties. Accordingly, LEISD shall not be a necessary party to any amendment made subsequent to the Exchange Closing unless said amendment shall affect the property owned by LEISD.

15.12 Binding Obligation; Releases; Estoppel.

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

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

(c) Estoppel Certificates. From time to time upon written request of Sam Hill or any future owner, and upon the payment to the Town of a \$1000.00 fee plus all reasonable costs incurred by the Town in providing the certificate described in this section, the Town Administrator, or his/her designee will, in his official capacity and to his reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of an owner under this Agreement that are in default.

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

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

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

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

Exhibit A	Legal Description of the Original Sam Hill Property
Exhibit A-1	Depiction of the Original Sam Hill Property
Exhibit B	Legal Description of the LEISD Property

Exhibit B-1	Depiction of the LEISD Property
Exhibit C	Legal Description of the Sam Hill Exchange Tract
Exhibit C-1	Depiction of the Sam Hill Exchange Tract
Exhibit D	Concept Plan
Exhibit E	Land Use and Development Regulations of the LEISD Property
Exhibit F	Final Zoning
Exhibit G	Abandoned 60' right-of-way easement
Exhibit H	Traffic Signal Location
Exhibit I	Form of License Agreement
Exhibit J	Entry Feature Plans
Exhibit K	Water and Wastewater Lines
Exhibit L	Melody Drive Connection

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the Parties hereto have executed this agreement in multiple copies, each of equal dignity, on this the 16 day of November, 2020.

**LITTLE ELM INDEPENDENT SCHOOL DISTRICT,**  
**A Texas independent school district**

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



[SEAL]

STATE OF TEXAS

COUNTY OF DENTON

Before me the undersigned notary public appeared Daniel Gallagher, on behalf of Little Elm Independent School District, a Texas independent school district, for the consideration therein expressed.

Sonia Flores  
Notary Public for the State of Texas

[SEAL]

**SAM HILL VENTURE,**  
**a Texas joint venture**

By: JW Partners, Ltd., a Texas limited partnership,  
Venturer

By: Texas Land Management, L.L.C.,  
a Texas limited liability company,  
its General Partner

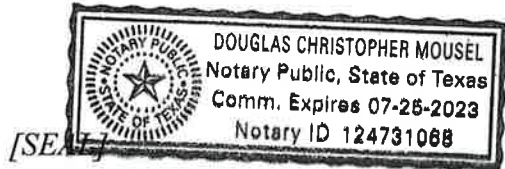
By: Jim Williams, Jr.  
Jim Williams, Jr., Chairman

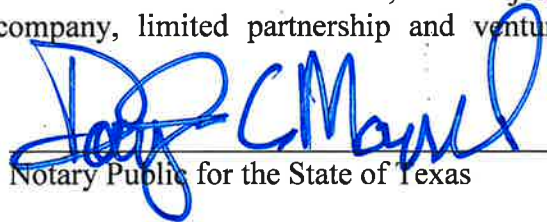
By: A.J. Reed  
A.J. Reed, Venturer

STATE OF TEXAS

COUNTY OF COLLIN

Before me the undersigned notary public appeared Jim Williams, Jr., Chairman of Texas Land Management, L.L.C., a Texas limited liability company, General Partner of JW Partners, Ltd., a Texas limited partnership, Venturer, on behalf of Sam Hill Venture, a Texas joint venture, and on behalf of such limited liability company, limited partnership and venture for the consideration therein expressed.

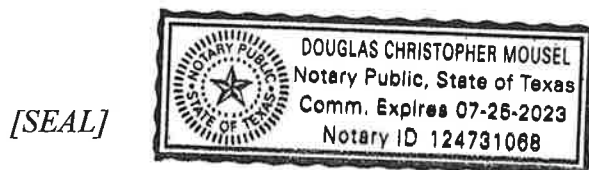


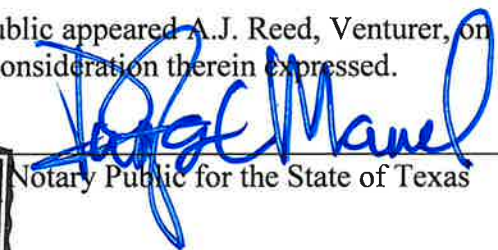
  
Notary Public for the State of Texas

STATE OF TEXAS

COUNTY OF COLLIN

Before me the undersigned notary public appeared A.J. Reed, Venturer, on behalf of Sam Hill Venture, a Texas joint venture, for the consideration therein expressed.



  
Notary Public for the State of Texas

IN WITNESS WHEREOF, the Parties hereto have executed this agreement in multiple copies, each of equal dignity, on this the 18<sup>th</sup> day of November, 2020.

**TOWN OF LAKEWOOD VILLAGE**

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

Name: Dr. Mark E. Vargus

Title: Mayor



STATE OF TEXAS

COUNTY OF DENTON

Before me the undersigned notary public appeared Dr. Mark E. Vargus, Mayor of the Town of Lakewood Village, Texas on behalf of the Town of Lakewood Village, Texas for the consideration therein expressed.

Linda Asbell

Notary Public for the State of Texas

[SEAL]

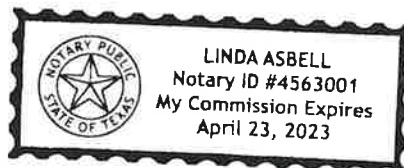




EXHIBIT A  
LEGAL DESCRIPTION OF THE ORIGINAL SAM HILL PROPERTY

SITUATED in the City of Lakewood Village, in the William Loftin Survey, Abstract No. 750 and the Benjamin C. Shahan Survey, Abstract No. 1169 of Denton County, Texas and being a part of that certain called 77.89 acre tract of land described in a Warranty Deed from Palmetto Associates, Inc. to Sam Hill Venture, dated March 5, 2004 and recorded in Document No. 2004-39575, Deed Records, Denton County, Texas (D.R.D.C.T.) and said parcel of land being more particularly described by metes & bounds as follows:

BEGINNING at a 5/8 inch iron rod, topped with a plastic cap, stamped "DCA Inc." found for the northeast corner of the above described 77.89 acre Sam Hill Venture tract and said point being on the south line of Block 1 of Sunrise Bay At Lake Lewisville, an addition to the City of Lakewood Village, according to the plat thereof, recorded in Cabinet L, Page 224, Plat Records, Denton County, Texas (P.R.D.C.T.) and same being the northwest corner of Lot 1, Block H of Lakewood Village, Second Section, an addition to the City of Lakewood Village, according to the plat thereof, recorded in Cabinet J, Page 79, P.R.D.C.T.

THENCE: South 03 deg. 47 min. 29 sec. East along the west line of said Lot 1, Block H of Lakewood Village, Second Section, a distance of 145.41 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for the southwest corner of Lot 1, on the north right-of-way line of Lakecrest Drive (a 60' wide public right-of-way as per the above described plat of Lakewood Village, Second Section;

THENCE: South 86 deg. 46 min. 49 sec. West, along the north right-of-way line of said Lakecrest Drive, a distance of 30.54 feet to a 1/2 inch iron rod found for the most westerly northwest corner of said Lakewood Village, Second Section;

THENCE: South 00 deg. 31 min. 42 sec. East, across said Lakecrest Drive and along the east line of said Sam Hill tract and the west line of said Lakewood Village addition, at 60.35 feet passing the intersection of the south right-of-way line of said Lakecrest Drive and the west right-of-way line of High Ridge Drive (a 60' wide public right-of-way, dedicated by the above described plat) and continuing along the east line of said Sam Hill tract and the west line of said Lakewood Village addition as well as the west right-of-way line of said High Ridge Drive for a total distance of 332.60 feet to a 1/2 inch iron rod found for corner

THENCE: South 18 deg. 50 min. 58 sec. East, continuing along the common line of said Sam Hill tract and High Ridge Drive, a distance of 986.96 feet to a 1/2 inch iron rod found for corner at the beginning of a curve to the right, having a radius of 984.48 feet, a central angle of 02 deg. 35 min. 52 sec. and a chord that bears South 16 deg. 05 min. 57 sec. East – 44.63 feet;

THENCE: Continuing along the easterly line of said Sam Hill tract and the west right-of-way line of said High Ridge Drive and along said curve to the right, an arc distance of 44.64 feet to 1/2 inch iron rod, topped with a plastic cap, stamped "RPLS 2437", found for the southeast corner of said Sam Hill tract and same being the northeast corner of Block A of Shores of

Lakewood Village, Section 5, an addition to the City of Lakewood Village according to the plat thereof, recorded in Cabinet K, Page 201, P.R.D.C.T.;

THENCE: North 89 deg. 41 min. 51 sec. West, departing from said High Ridge Drive, along the common line of said Sam Hill tract the Shores of Lakewood Village, Section 5, a distance of 534.51 feet to a 1/2 inch iron rod found for an angle corner;

THENCE: South 44 deg. 22 min. 03 sec. West, continuing along said common line, at 380.0 feet, passing the northwest corner of said Block A of Shores of Lakewood Village, Section 5 and same being the most northerly corner of Block A of Shores of Lakewood Village, Section 5, Phase 3, an addition to the City of Lakewood Village according to the plat thereof, recorded in Cabinet L, Page 271, P.R.D.C.T. and continuing along said Phase 3 for a total distance of 1,768.97 feet to a 1/2 inch iron rod found for an angle corner;

THENCE: North 89 deg. 32 min. 14 sec. West, along the occupied north line of said Phase 3, a distance of 1,066.65 feet to a point United States Corp of Engineers concrete monument with a brass disc, stamped E-415-0-A (hereinafter referred to as COE Mon.) for the northwest corner of said Shores of Lakewood Village, Section 5, Phase 3 and the southwest corner of this tract and said point also being the southwest corner of a called 4.04 acre overflow easement described as "Parcel 2 of Tract No. E-418" in a Quitclaim Deed to the United States of America, recorded in Volume 465, Page 88, D.R.D.C.T.;

THENCE: Departing from the occupied north line of said Shores of Lakewood Village, Section 5, Phase 3, in a northeasterly direction, along the west line of said Sam Hill tract and said overflow easement as follows:

North 66 deg. 00 min. 59 sec. East, a distance of 392.15 feet to a COE Mon. No. E-418-2 found for corner;

North 36 deg. 13 min. 56 sec. East, a distance of 187.73 feet to a COE Mon. No. E-418-3 found for corner;

North 75 deg. 31 min. 16 sec. East, a distance of 119.37 feet to a COE Mon. No. E-418-4 found for corner;

North 34 deg. 05 min. 33 sec. East, a distance of 350.37 feet to a COE Mon. No. E-418-5 found for the north corner of said overflow easement, on the west line of said William Loftin Survey and the east line of the above mentioned Benjamin C. Shahan Survey, Abstract No. 1169 of Denton County, Texas;

THENCE: North 00 deg. 23 min. 46 sec. West, departing from said easement, continuing along the west line of said Sam Hill tract and the common line of said Loftin and Shahan Survey Abstracts, a distance of 86.22 feet to a COE Mon. No. E-418-6 found for corner;

THENCE: North 72 deg. 15 min. 48 sec. West, departing from said common Abstract line and continuing along the westerly line of said Sam Hill tract, a distance of 140.97 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for corner and said point also being on the easterly line of that certain called 19.429 acre tract of land described in a deed to Philip L. Hancock, Lynn A. Hancock and Stephen R. Dumaine, recorded in Document 2006-47468, D.R.D.C.T.;

THENCE: North 01 deg. 01 min. 19 sec. West, along the common line of said Sam Hill tract and said Hancock tract, a distance of 54.96 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for corner;

THENCE: North 43 deg. 58 min. 41 sec. East, at 190.0 feet crossing the east line of the Shahan Survey and the west line of the Loftin Survey and continuing along the common line of said Sam Hill and Hancock tracts for a total distance of 590.32 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for corner;

THENCE: North 01 deg. 01 min. 19 sec. West, continuing along the common line of said Sam Hill and Hancock tracts, a distance of 834.84 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for corner;

THENCE: North 43 deg. 58 min. 41 sec. East, continuing along the common line of said Sam Hill and Hancock tracts, a distance of 590.32 feet to a 1/2 inch iron rod, found for corner;

THENCE: North 00 deg. 29 min. 04 sec. West, continuing along the common line of said Sam Hill and Hancock tracts, a distance of 119.24 feet to a 1/2 inch iron for the most westerly northwest corner of said Sam Hill tract, on the south line of that certain tract of land described as "Tract One" in a deed to Little Elm Independent School District, recorded in Document No. 97-0046698, D.R.D.C.T.;

THENCE: North 88 deg. 49 min. 35 sec. East, along the common line of said Sam Hill and Little Elm I.S.D. tracts, a distance of 391.31 feet to a 1/2 inch iron rod found for corner;

THENCE: North 01 deg. 25 min. 12 sec. West, continuing along said common line, a distance of 40.19 feet to a 3/8 inch iron rod found for corner;

THENCE: North 86 deg. 54 min. 05 sec. East, continuing along said common line, a distance of 499.49 feet to a 3/8 inch iron rod found for the southeast corner of said Little Elm I.S.D. tract and same being the southwest corner of the above described Block 1 of Sunrise Bay at Lake Lewisville addition;

THENCE: North 85 deg. 09 min. 48 sec. East, along the common line of said Sam Hill tract and said addition, a distance of 187.03 feet to the POINT OF BEGINNING and containing 3,377,257 square feet or 77.531 acres of land.

# EXHIBIT A-1 DEPICTION OF THE ORIGINAL SAM HILL PROPERTY

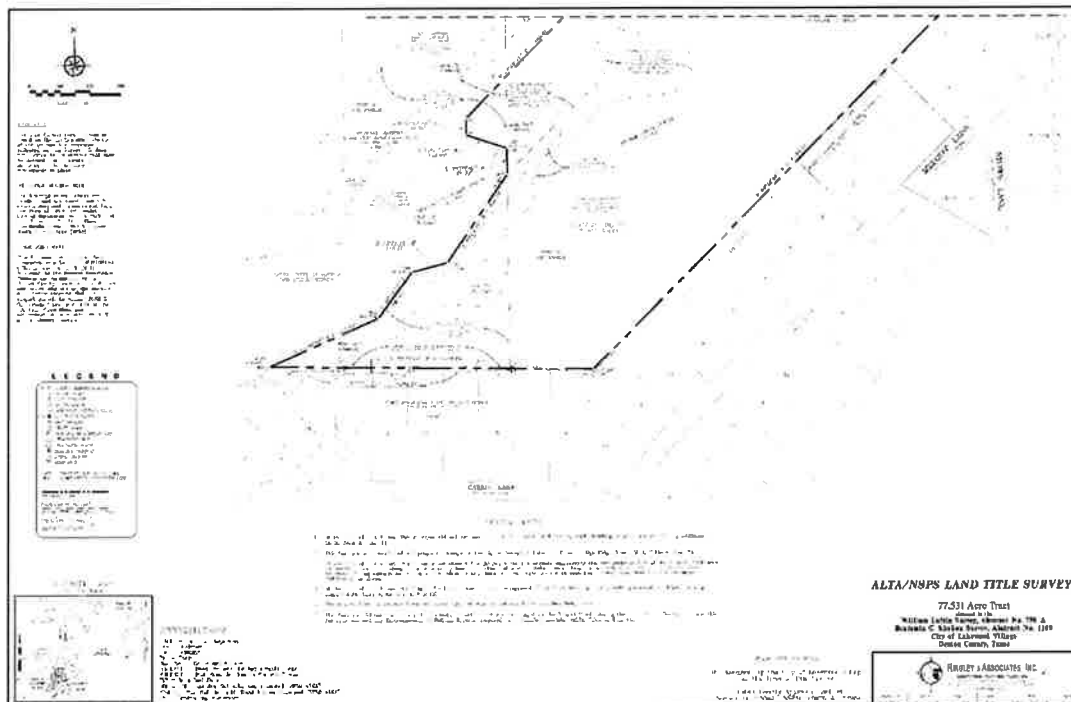
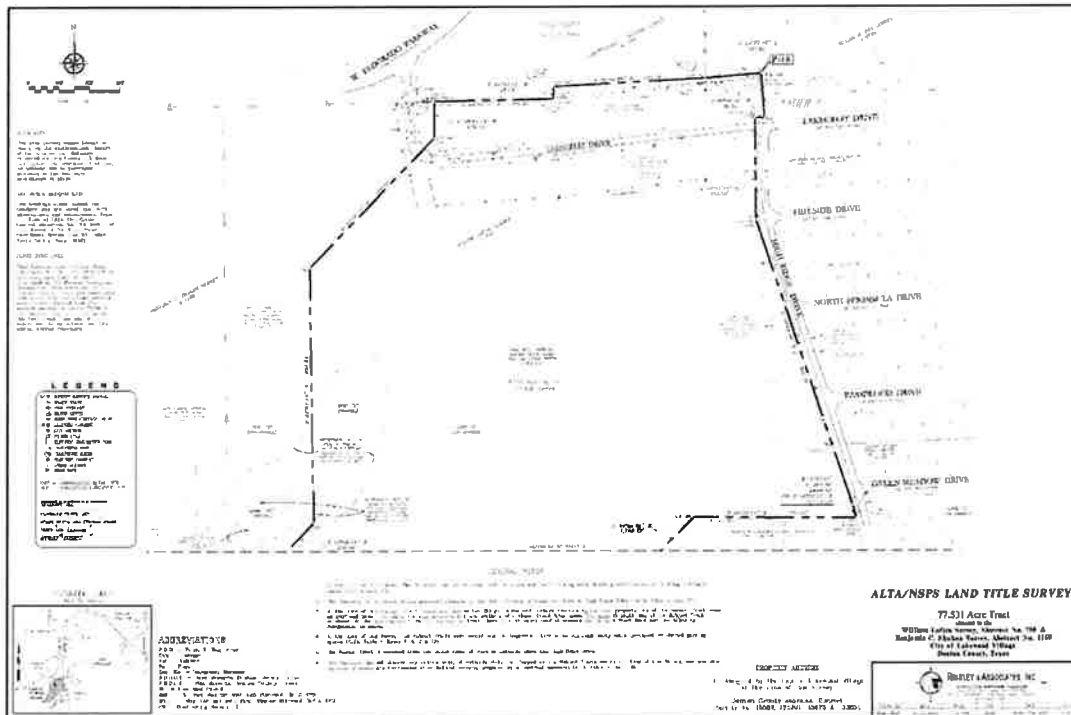


EXHIBIT B  
LEGAL DESCRIPTION OF THE LEISD PROPERTY

LEGAL DESCRIPTION (Tract 1)

SITUAED in the Christopher C. Dickson Survey, Abstract No. 339 of Denton County, Texas and being part of that certain called 16.964 acre tract (including public right-of-way) of land described in a Special Warranty Deed from the Town of Little Elm, Texas to Little Elm Independent School District, recorded in Document No. 97-0046696, Deed Records, Denton County, Texas (D.R.D.C.T.) and being all of that certain called 0.11 acre tract described in a Special Warranty Deed from Denton County, Texas to Little Elm Independent School District, recorded in Document No. 2009-41502, D.R.D.C.T. and being more particularly described by metes & bounds as follows:

**BEGINNING** at a 3/8 inch iron rod found at the southeast corner of the above described 16.964 acre tract and the southwest corner of Block 1 of Sunrise Bay At Lake Lewisville, an addition to Denton County, Texas, according to the plat thereof, recorded in Cabinet 1, Page 224, Plat Records, Denton County, Texas (P.R.D.C.T.) and said beginning point also being on the north line of that certain called 77.89 acre tract of land described in a deed to Sam Hill Venture, recorded in Document No. 2004-39575, D.R.D.C.T.;

**THENCE** South 88 deg. 56 min. 31 sec. West, along the common line of said 16.964 acre tract and said 77.89 acre tract, a distance of 499.50 feet to a 5/8 inch iron rod found for corner;

**THENCE** South 01 deg. 26 min. 12 sec. East, continuing along said common line, a distance of 40.19 feet to a 1/2 inch iron rod found for corner;

**THENCE** South 88 deg. 50 min. 03 sec. West, continuing along said common line, at 391.40 feet, passing a 1/2 inch iron rod found for the northwest corner of said 77.89 acre tract and same being the northeast corner of that certain called 19.249 acre tract of land described in a deed to Philip L. Hancock and wife, Lynn A. Hancock and Stephen R. Dunname, recorded in Document No. 2006-47468, D.R.D.C.T., and continuing for a total distance of 437.11 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped 'RPLS 3047', found for the most southerly southwest corner of this tract on the east right-of-way line of Lakecrest Drive (a public road, dedicated to Denton County, Texas, Document No. 2008-86546, D.R.D.C.T.) and said point also being the most northerly northeast corner of that certain 60 foot wide public right-of-way dedication conveyed to the City of Lakewood Village (First Tract), recorded in Volume 960, Page 824, D.R.D.C.T.;

**THENCE** North 03 deg. 11 min. 05 sec. West, along the east right-of-way line of said Lakecrest drive, at 100.16 feet, passing the south corner of the above described 0.11 acre tract and continuing for a total distance of 122.44 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped 'RPLS 3047', found at the beginning of a curve to the right, having a radius of 10.00 feet, a central angle of 59 deg. 40 min. 14 sec. and a chord that bears North 28 deg. 49 min. 03 sec. East - 9.95 feet;

**THENCE** Along the westerly line of said 0.11 acre tract and with said curve to the right, an arc distance of 10.41 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped 'RPLS 3047', found for corner on the southwesterly right-of-way line of W. Eldorado Parkway (a variable width public right-of-way) and said point being the beginning of a non-tangent curve to the left, having a radius of 1,006.60 feet, a central angle of 15 deg. 31 min. 46 sec. and a chord that bears North 48 deg. 58 min. 05 sec. East - 272.00 feet;

**THENCE** Along the common line of said 0.11 acre tract and said W. Eldorado Parkway, an arc distance of 272.83 feet to 1/2 inch iron rod, topped with a plastic cap, stamped 'RPLS 3047', found for the northern corner of said 0.11 acre tract and said point being the beginning of a non-tangent curve to the left having a radius of 590.00 feet, a central angle of 05 deg. 29 min. 04 sec. and a chord that bears North 27 deg. 19 min. 12 sec. East - 56.45 feet;

**THENCE** Continuing along the southeasterly right-of-way line of said W. Eldorado Parkway and with said curve to the left, an arc distance of 56.48 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped 'RPLS 3047', found for the southeast corner of that certain called 0.587 acre tract of land described in a deed from Little Elm Independent School District to Denton County, Texas, recorded in Document No. 98-3028096, D.R.D.C.T. and said point being the beginning of another non-tangent curve to the left, having a radius of 994.93 feet, a central angle of 11 deg. 58 min. 18 sec. and a chord that bears North 31 deg. 51 min. 40 sec. East - 206.93 feet;

**THENCE** Continuing along the common line of said W. Eldorado Parkway and said 0.587 acre tract, an arc distance of 207.30 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped 'RPLS 3047', found for corner at the end of said curve;

**THENCE** North 25 deg. 55 min. 10 sec. East, a distance of 927.87 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped 'RPLS 3047', found on the north line of said 16.964 acre tract and on the south line of that certain tract of land described in a deed to the Town of Little Elm (Little Elm Sunrise Bay Water Plant), recorded in Document No. 1995-0078024, D.R.D.C.T.;

**THENCE** North 89 deg. 17 min. 47 sec. East, departing from said W. Eldorado Parkway, along the common line of said 16.964 acre tract and said Town of Little Elm tract, a distance of 175.42 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped 'RPLS 4701', set in a landscaped area, next to a stone screening fence, for the northeast corner of said 16.964 acre tract and the southeast corner of said Town of Little Elm tract and said point being on the west line of the above described Block 1 of Sunrise Bay At Lake Lewisville;

**THENCE** South 00 deg. 42 min. 14 sec. East, along the common line of said 16.964 acre tract and Block 1, a distance of 1,296.79 feet to the POINT OF BEGINNING and containing 706,074 square feet or 16.209 acres of land.



LEGAL DESCRIPTION (Tract 2)

SITUATED in the Christopher C. Dickson Survey, Abstract No. 339 of Denton County, Texas and being part of that certain called 16.964 acre tract (including public right-of-way) of land described in a Special Warranty Deed from the Town of Little Elm, Texas to Little Elm Independent School District, recorded in Document No. 97-0046868, Deed Records, Denton County, Texas (D.R.D.C.T.) and being more particularly described by metes & bounds as follows:

**BEGINNING** at a 1/2 inch iron rod, topped with a plastic cap, stamped 'RPLS 3047', found for the most westerly southwest corner of the above described 16.964 acre tract, on the north line of that certain called 19.429 acre tract of land described in a deed to Philip L. Hancock and wife, Lynn A. Hancock and Stephen R. Damaine, recorded in Document No. 2006-47468, D.R.D.C.T.;

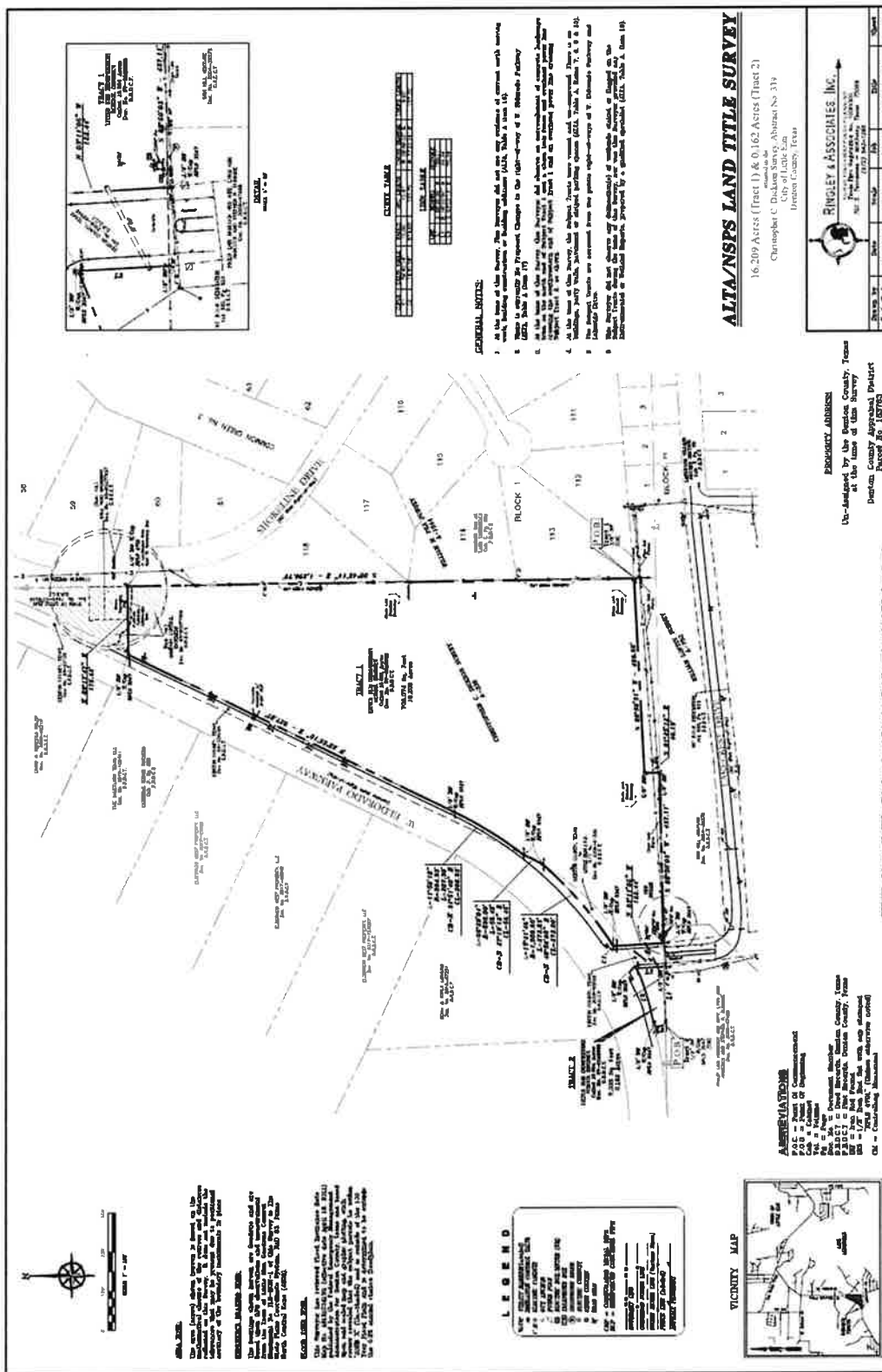
**THENCE:** North 08 deg. 55 min. 00 sec. West, along the most westerly west line of said 16.964 acre tract, a distance of 29.39 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped 'RPLS 3047', found on the southern right-of-way line of W. Eldorado Parkway (a variable width public right-of-way) for the most westerly northwest corner of said 16.964 acre tract and said point being in a non-tangent curve to the left, having a radius of 614.90 feet, a central angle of 14 deg. 41 min. 56 sec. and a chord that bears North 73 deg. 23 min. 24 sec. East - 137.32 feet;

**THENCE:** Along the common line of said 16.964 acre tract and said W. Eldorado Parkway, an arc distance of 187.75 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped 'RPLS 3047', found for corner on the west right-of-way line of Lakecrest Drive (a public road, dedicated to Denton County, Texas, Document No. 2006-86546, D.R.D.C.T.);

**THENCE:** South 03 deg. 03 min. 13 sec. East, departing from said W. Eldorado Parkway, along the west right-of-way line of said Lakecrest Drive, a distance of 70.34 feet to a 1/2 inch iron rod found for the southwest corner of said Lakecrest Drive tract, on the south line of said 16.964 acre tract and the north line of the above described 19.429 acre Hancock tract and said point also being the most northerly northwest corner of that certain 60 foot wide public right-of-way dedication conveyed to the City of Lakewood Village (First Tract), recorded in Volume 980, Page 884, D.R.D.C.T.;

**THENCE:** South 88 deg. 35 min. 35 sec. West, departing from said Lakecrest Drive, along the common line of said 16.964 acre tract and said 19.429 acre Hancock tract, a distance of 150.01 feet to the POINT OF BEGINNING and containing 7,038 square feet or 0.162 acres of land.

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## EXHIBIT C

### LEGAL DESCRIPTION OF THE SAM HILL EXCHANGE TRACT

SITUATED in the City of Lakewood Village, in the William Loftin Survey, Abstract No. 750 of Denton County, Texas and being a portion of that certain called 77.89 acre tract of land described in a Warranty Deed from Palmetto Associates, Inc. to Sam Hill Venture, dated March 5, 2004 and recorded in Document No. 2004-39575, Deed Records, Denton County, Texas (D.R.D.C.T.) and said parcel of land being more particularly described by metes & bounds as follows:

COMMENCING at a 1/2 inch iron rod found for the northeasterly inside ell corner of the above described 77.89 acre Sam Hill Venture tract and said point being on the north right-of-way line of Lakecrest Drive (a 60' wide public right-of-way as dedicated by Volume 960, Page 824, D.R.D.C.T.) and said point also being the most westerly northwest corner of Lakewood Village, Second Section, an addition to the City of Lakewood Village, according to the plat thereof, recorded in Cabinet J, Page 79, Plat Records, Denton County, Texas;

THENCE: South 00 deg. 31 min. 42 sec. East, across said Lakecrest Drive and along the east line of said 77.89 acre tract and the west line of said Lakewood Village addition, a distance of 38.21 feet to a mag nail with a steel washer, stamped 'RPLS 4701', set in concrete on the south side of said Lakecrest Drive for the POINT OF BEGINNING and said point being the northeast corner of the hereinafter described parcel of land;

THENCE: South 00 deg. 31 min. 42 sec. East, continuing across said Lakecrest Drive, at 22.14 feet, passing the intersection of the south right-of-way line of said Lakecrest Drive and the west right-of-way line of High Ridge Drive (a 60' wide public right-of-way, dedicated by the above described plat) and continuing along the east line of said 77.89 acre tract and the west line of said Lakewood Village addition as well as the west right-of-way line of said High Ridge Drive for a total distance of 294.39 feet to a 1/2 inch iron rod found for corner;

THENCE: South 18 deg. 50 min. 58 sec. East, continuing along the common line of said 77.89 acre tract and High Ridge Drive, a distance of 544.01 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped 'RPLS 4701', set for the southeast corner of this parcel of land;

THENCE: South 88 deg. 50 min. 10 sec. West, departing from the west right-of-way line of said High Ridge Drive, over and across said 77.89 acre tract, a distance of 227.07 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped 'RPLS 4701', set for corner at the beginning of a curve to the left, having a radius of 675.00 feet, a central angle of 33 deg. 06 min. 39 sec. and a chord that bears South 73 deg. 43 min. 07 sec. West - 384.67 feet;

THENCE: Continuing across said 77.89 acre tract, with said curve to the left, an arc distance of 390.08 feet to 1/2 inch iron rod, topped with a red plastic cap, stamped 'RPLS 4701', set for corner at the end of said curve;

THENCE: South 57 deg. 09 min. 47 sec. West, continuing across said 77.89 acre tract, a distance of 112.36 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped 'RPLS 4701', set for the southwest corner of this parcel of land;

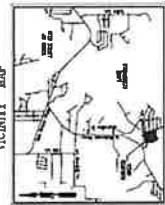
THENCE: North 32 deg. 32 min. 42 sec. West, continuing across said 77.89 acre tract, a distance of 147.26 feet to 1/2 inch iron rod, topped with a red plastic cap, stamped 'RPLS 4701', set for corner at the beginning of a curve to the right, having a radius of 810.00 feet, a central angle of 31 deg. 58 min. 54 sec. and a chord that bears North 16 deg. 33 min. 15 sec. West - 446.28 feet;

THENCE: Continuing across said 77.89 acre tract, in a northerly direction, with said curve to the right, an arc distance of 452.13 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped 'RPLS 4701', set for corner at the end of said curve;

THENCE: North 00 deg. 33 min. 48 sec. West, continuing across said 77.89 acre tract, at 328.80 feet, passing the south right-of-way line of the above described Lakecrest Drive and at 388.90 feet, passing the north-right-of-way line of said Lakecrest Drive and continuing for a total distance of 419.53 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped 'RPLS 4701', set for the northwest corner of this parcel of land;

THENCE: North 89 deg. 04 min. 10 sec. East, continuing across said 77.89 acre tract, at 344.21 feet, again passing the north right-of-way line of said Lakecrest Drive and continuing across said Lakecrest Drive for a total distance of 722.80 feet to the POINT OF BEGINNING and containing 651,214 square feet or 14.950 gross acres of land (0.835 acres within the right-of-way of Lakecrest Drive).

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## EXHIBIT D CONCEPT PLAN

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





## EXHIBIT E

### LAND USE AND DEVELOPMENT REGULATIONS OF THE LEISD PROPERTY

#### 1. Permitted Uses

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

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

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

\*S - indicates Specific Use Permit is required

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

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

**Table 1**

Setbacks	
Minimum Front Yard	10 ft
Minimum Front Yard for porches and swing-in garages	5 ft
Minimum Side Yard – Dwelling or Accessory Structure	5 ft
Minimum Rear Yard – Dwelling or Accessory Structure	5 ft
Minimum Side Yard – Pool and/or Spa	5 ft
Minimum Rear Yard – Pool and/or Spa	5 ft
Minimum Side Yard (adjacent to a street)	10 ft

Lot Dimensions	
Minimum Area	5,000 ft <sup>2</sup>
Minimum Width	50 ft
Minimum Depth	None

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

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

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

8. Patios: All front yard patios must be covered and included in the roofline of the home.
9. Screening of Air Conditioning Units and Pool Equipment: Air conditioning units and pool equipment shall be screened from the view of the street by a fence or landscaping. Setback requirements for air conditioning units and pool equipment shall not apply to the lots.
10. Design Repetition: 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.

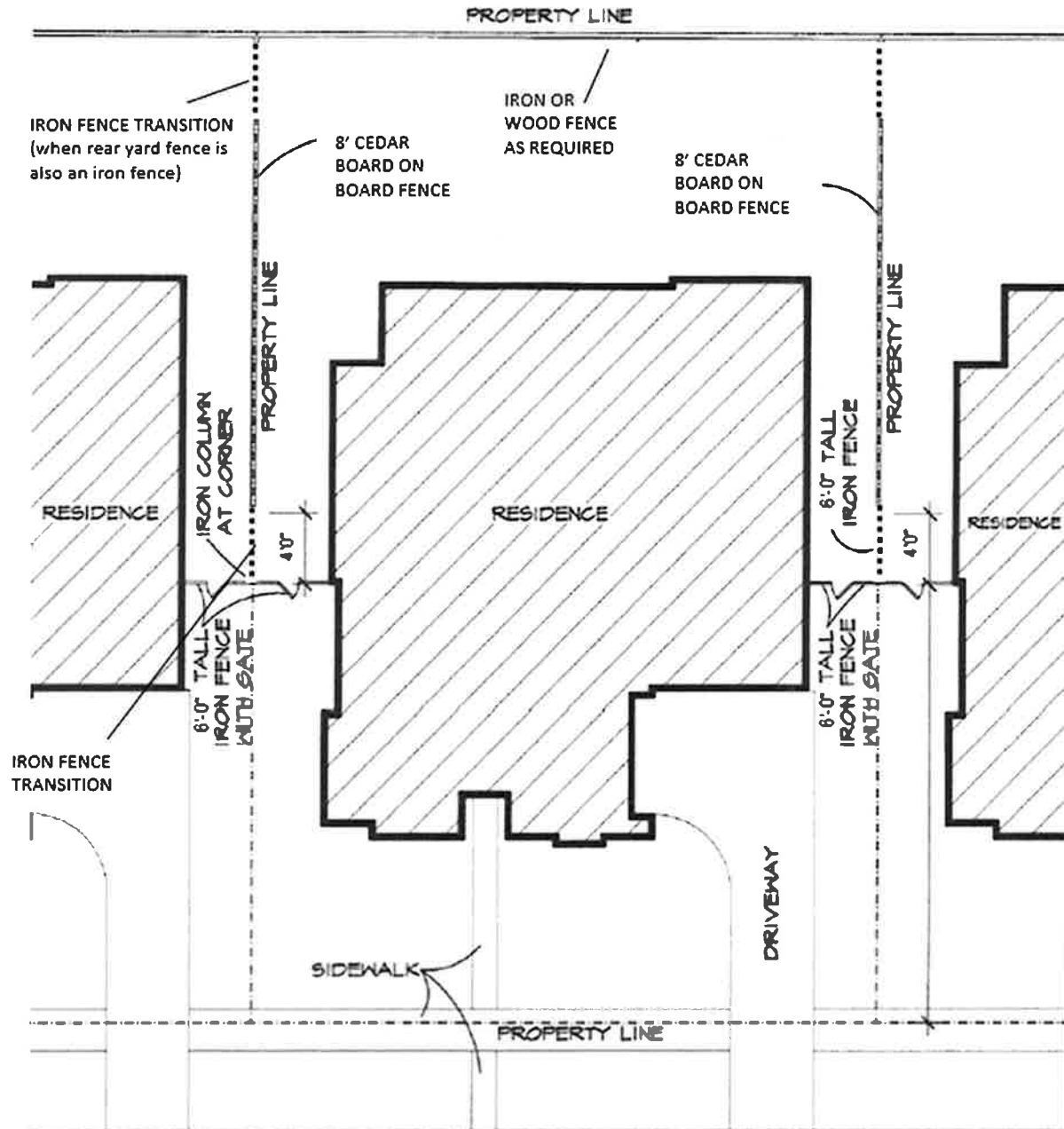
## **2. General Conditions**

- A. Parks, Open Space, and Greenbelt Buffers: A minimum of two (2) acres of parks, open space, and greenbelt buffers and a minimum one (1) acre site for a future Town Hall shall be dedicated to the Town in the approximate locations depicted on the Concept Plan. The parks, open space, greenbelt buffers, and Town Hall site shall be dedicated to the Town at the time each respective area is platted. These collective dedications shall satisfy all obligations for park dedication and park fees for the LEISD Property.
- B. Screening of Lots Backing to Streets: Where single-family lots back to a street, a minimum ten (10) foot wide greenbelt buffer dedicated to the Town shall be located between the lots and the adjacent right-of-way. Within the greenbelt buffer, trees and shrubs shall be planted to screen the back of the lots from the adjacent streets. No driveway access is allowed across a greenbelt buffer. A minimum six (6) foot wrought iron or tubular steel fence shall be constructed on the greenbelt buffer adjacent to the property line of the single-family lots. Masonry columns and short sections of a masonry wall may be incorporated into the fence for visual enhancement. Where lots back to Eldorado Parkway, a minimum six (6) foot masonry wall 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 E-2.
- C. Landscaping of Parks, Open Space, and Trail: Sam Hill will install trees and turf within the parks in accordance with the Planting Plan attached hereto as Exhibit E-3 and within the greenbelt buffers in accordance with Screening Plan attached hereto as Exhibit E-2. Sam Hill shall be responsible for the mowing and general maintenance of the parks and greenbelt buffers for one (1) year after dedication of the areas to the Town. Thereafter, the Town shall maintain the parks and greenbelt buffers to a standard consistent with a first-class residential subdivision in the north Texas regional area unless Sam Hill obtains a maintenance license from the Town by a separate agreement. The landscaping requirements specified herein shall satisfy any and all tree preservation or mitigation requirements for the LEISD Property.

- D. Streets: Streets shall consist of a sixty (60) foot wide right-of-way with a twenty-two (22) foot paving section. Typical street sections are illustrated on the Street Plan attached hereto as Exhibit E-4. Cul-de-sacs shall be designed with a radius of fifty (50) feet for right-of-way and a radius of forty (40) feet for paving. Right-of-way widths may be modified to accommodate the roundabout, divided entries, and other unique project features. Sam Hill shall have no obligation to make improvements to Highridge Drive.
- E. Drainage: Storm drainage shall be primarily conveyed by earthen channels, open drainage courses and by the street itself but may also be enclosed in concrete pipes as necessary. Lay down / roll curbs may be used to convey stormwater but standard six-inch (6") curbs are prohibited. Open drainage courses carrying street runoff between lots may be an earthen channel provided that an easement is provided from top-of-bank to top-of-bank.
- F. Sidewalks: No sidewalks are required except that Sam Hill shall construct six-foot (6') wide sidewalks in the locations depicted on Concept Plan.
- G. Alleys: Sam Hill intends to avoid the use of alleys. However, if Sam Hill and the Town determine alleys are necessary, alleys shall be twelve (12) feet wide within eighteen (18) feet right-of-way.
- H. Mailboxes: Cluster box units will be provided for mail delivery as required by the United States Postal Service. Cluster box units will be located within the centralized parks/open space areas or at a location otherwise designated by the Town.
- I. Signs:
1. Town Entry Sign: A Town entry sign shall be constructed at the northeast corner of the project entrance by Sam Hill.
  2. Monument Signs: Monument signs may be constructed by Sam Hill in the locations depicted on the Concept Plan.
  3. Sign Design: The design of the Town entry sign and the monument signs shall generally be in accordance with the Signage Plan attached hereto as Exhibit E-5 unless otherwise mutually agreed by the Town Council and Sam Hill.
  4. Temporary Marketing Signs: Two (2) temporary marketing signs are permitted for the purposes of advertising home and lot sales. The display area of the signs shall be a maximum of sixty-four (64) square feet and the maximum height of the signs shall be eighteen (18) feet. Signs shall be located as generally depicted on the Concept Plan.



EXHIBIT E-1  
FENCING PLAN



# EXHIBIT E-2

## SCREENING PLAN

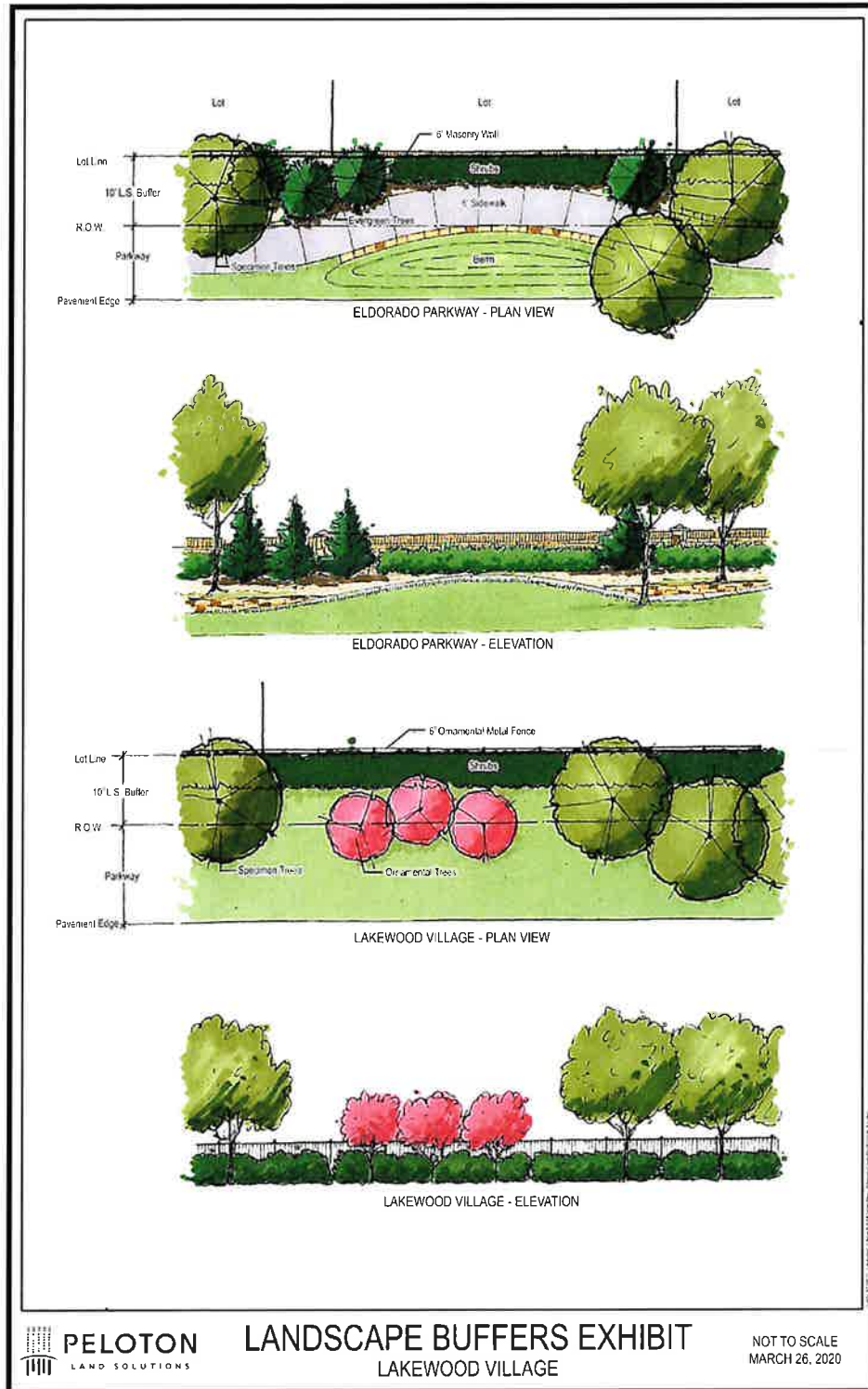


EXHIBIT E-3  
PLANTING PLAN



EXHIBIT E-4

STREET PLAN

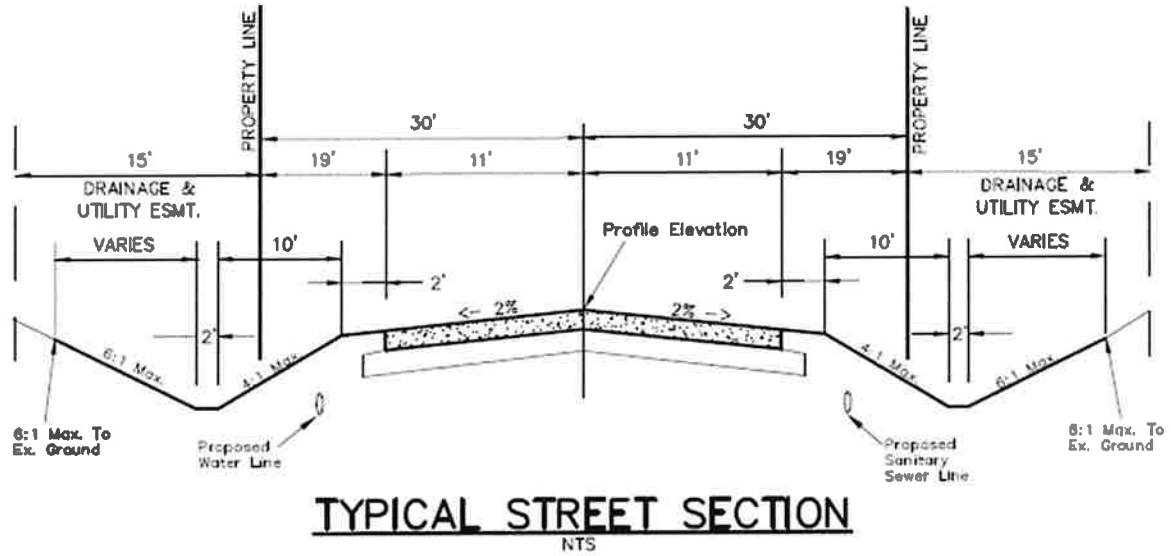


EXHIBIT E-5

SIGNAGE PLAN

Monument Sign(s)





Temporary Marketing Sign(s)

**Insert  
Sign  
Detail**

EXHIBIT F  
FINAL ZONING

**TOWN OF LAKEWOOD VILLAGE, TEXAS**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING LAKEWOOD VILLAGE'S COMPREHENSIVE ZONING ORDINANCE NO. 19-02 AND LAKEWOOD VILLAGE'S ZONING= PLANNED DEVELOPMENT ORDINANCE NO. 20-09; REZONING A TRACT OF LAND CONSISTING OF 94.1 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 HERETOFORE ZONED AGRICULTURAL (A) AND PLANNED DEVELOPMENT-SINGLE FAMILY RESIDENTIAL (PD-SF) IS REZONED PLANNED DEVELOPMENT-SINGLE FAMILY RESIDENTIAL (PD-SF); 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 Sam Hill Venture to rezone 94.1 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 amend Lakewood Village's Comprehensive Zoning Ordinance No. 19-02 and Lakewood Village's Zoning – Planned Development-01 Ordinance No. 20-08 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 Lakewood Village's Zoning Planned Development -01 Ordinance No. 20-08.**

Lakewood Village's Comprehensive Zoning Ordinance No. 19-02 and Lakewood Village's Zoning Planned Development – 01 Ordinance 20-08 are amended as follows: The zoning designation of the below-described property containing 94.1 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 and Zoning Planned Development – 01 Ordinance No. 20-08 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 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 this \_\_\_\_\_ day of \_\_\_\_\_ 2020.**

\_\_\_\_\_  
Dr. Mark E. Vargus  
Mayor

ATTESTED TO:

\_\_\_\_\_  
Linda Asbell, TRMC, CMC  
Town Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Wm. Andy Messer  
Town Attorney

**DATE(S) OF PUBLICATION:** \_\_\_\_\_



**EXHIBIT F-A**

**Legal Description**

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

A0339A C.C. DICKSON, TR 2A(1), 0.164 ACRES

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

A0750A WM LOFTIN, TR 3, 6.473 ACRES

A0750A WM LOFTIN, TR 4A, 65.039 ACRES

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

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

## EXHIBIT F-B

# Development Standards

## 1. Permitted Uses

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

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

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

\*S - indicates Specific Use Permit is required

## 2. Development Standards - Single-Family Residential

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

Table 1

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

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

<b>Dwellings</b>			
Minimum Dwelling Area – Single Story	2,400 ft <sup>2</sup>	1,800 ft <sup>2</sup>	1,400 ft <sup>2</sup>
Minimum Ground Floor Dwelling Area – Two Story	2,400 ft <sup>2</sup>	1,800 ft <sup>2</sup>	1,200 ft <sup>2</sup>
Maximum Height / Stories	2.5	2.5	2.5
Maximum Lot Coverage / Impervious Surface	50%	50%	None
Minimum Elevation (above mean sea level)	540 ft		

- B. **Lot Width**: The width of any lot shall not be less than as shown in Table 1 as measured at the front building line of the lot, except that lot width for lots at the terminus of a cul-de-sac or along street elbows/eyebrows may be less; provided all other requirements of the section are fulfilled.
- C. **Front Yard**: The minimum front yard shall be as shown in Table 1. Covered drives and porte-cocheres that are architecturally designed as an integral element of the main structure 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. Each floor plan must have a minimum of three (3) elevations offered with different architectural styles and must include one elevation constructed with three-coat stucco. Exterior construction materials shall consist of brick, natural stone, cut stone, cast stone, hard coat or three-coat stucco (not synthetic). Glass, exterior wood, or similar materials may also be used for window box-outs, bay windows, roof dormers, garage door and window headers, columns, or other architectural features.
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: Garages shall be J-swing. The minimum garage size is twenty-five (25) feet in width by twenty-two (22) 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: The following fence requirements are illustrated on the Fencing Plan attached hereto as Exhibit D-1.
    - a. Front: Fences extending across the front side yard from the home to the side property line shall be a six-foot (6') black wrought iron or tubular steel fence. Where the front yard fence intersects with the side yard fence, a decorative metal corner column shall be constructed. The height of the corner column shall be twelve (12) to eighteen (18) inches greater than the fence and the width of the corner column shall be ten (10) to twelve (12) inches.
    - b. Side: Fences constructed along side property lines between lots shall be board-on-board, stained, and weather-treated with a face cap and steel posts and be a minimum of six-foot (6') in height. However, a six-foot (6') length of black wrought iron or tubular steel fence shall be constructed to serve as a transition between the side yard wood fence and a wrought iron or tubular steel fence constructed across the front side yard or along the rear property line.

- c. Rear: Rear yard fencing of lots that back to the Greenbelt or Open Space labeled on the Concept Plan attached hereto as Exhibit C and rear yard fencing of lots that back to property owned by the United States Corps of Engineers shall be six-foot (6') in height and constructed of black wrought iron or tubular steel fence. Where lots back to streets, no fence shall be constructed parallel to the wrought iron or tubular steel fencing along the rear of the lot. A rear yard fence between lots or for Type B lots that back to the west shall be board-on-board, stained, and weather-treated with a face cap and steel posts and be a minimum of six-foot (6') in height.
- 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.
- e. 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.
- f. Retaining Walls: Retaining walls must be constructed of stone and designed by an engineer.
- 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 minimum of nine (9) platted residential lots must be skipped on the same side and six (6) skipped on the opposite side of a street before rebuilding the same single-family residential unit consisting of an identical elevation and color. The same floor plan shall not be repeated on adjacent lots or directly across the street.



12. Minimum Front Yard Setback Reduction and Average Setback: Refer to Exhibit D-6 Staggered Front Yard Setbacks for Illustration.

- 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: The following fence requirements are illustrated on the Fencing Plan attached hereto as Exhibit D-1.
  - a. Front: Fences extending across the front side yard from the home to the side property line shall be a six-foot (6') black wrought iron or tubular steel fence.

Where the front yard fence intersects with the side yard fence, a decorative metal corner column shall be constructed. The height of the corner column shall be twelve (12) to eighteen (18) inches greater than the fence and the width of the corner column shall be ten (10) to twelve (12) inches.

- b. Side: Fences constructed along side property lines between lots shall be board-on-board, stained, and weather-treated with a face cap and steel posts and be a minimum of six-foot (6') and a maximum of eight-foot (8') in height. However, a six-foot (6') length of black wrought iron or tubular steel fence shall be constructed to serve as a transition between a side yard wood fence and a wrought iron or tubular steel fence across the front of the side yard.
  - c. Rear: The developer or builder shall construct a uniform fence along the rear property lines of the Type C lots that back to the school site. Where lots back to streets, no fence shall be constructed parallel to the tubular steel fencing or wall along the rear of the lot. A minimum six-foot (6') tall board-on-board, stained, and weather-treated fence with a face cap and steel posts shall be constructed along the rear of Type C lots that back to the east or north.
  - d. Fence Height Transitions: Where side yard fences intersect with front or rear yard fences, fences of different heights shall be transitioned so that the fences are the same height where the fences intersect.
- 7. Driveway, Front Walkway, and Front Porch Materials: All driveways, front walkways, and front porches must be constructed of complementary brick pavers, natural stone, interlocking pavers, stamped stained concrete, 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. Development Standards – Public School**

- A. Public School: Development standards for a public school constructed within this Planned Development district include:

1. Site Plan and Final Plat: Town approval of a site plan and final plat is required prior to the development of a public school.
2. Minimum Front Yard – Fifty (50) feet
3. Minimum Side Yard – Fifty (50) feet
4. Minimum Rear Yard – Fifty (50) feet
5. Maximum Building Height – Two (2) stories
6. Required Parking - A minimum of one (1) off-street concrete parking space shall be provided per classroom plus one (1) space for each four (4) seats in any auditorium, gymnasium, or other place of assembly. Parking spaces shall be a minimum of nine (9) feet wide by twenty (20) feet in depth.
7. Exterior Construction Materials: The school shall be constructed in a manner that is consistent with the same general standards to which other schools have recently been constructed or are contemplated to be constructed within the boundaries of Little Elm Independent School District.
8. Landscaping:
  - a. Perimeter Landscape Buffers: A minimum twenty (20) foot landscape buffer shall be provided along perimeter streets and property lines.
  - b. Perimeter Landscaping: At least one (1) three-inch (3”) caliper canopy tree shall be planted every forty (40) linear feet or fraction thereof along perimeter streets. Trees may be grouped or clustered to facilitate site design. In addition, three (3) ornamental trees may be provided in lieu of one (1) canopy tree.
  - c. Internal Landscaping: Parking area shall contain planting islands located so as to best relieve the expanse of paving. Planting islands shall be placed a minimum of every twenty (20) spaces within parking areas. One (1) three-inch (3”) caliper canopy tree shall be located on landscape islands and near the terminus of all parking rows.

### **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 minimum 2.2 acres to the Town for use as a town hall and park, with the park being a minimum of 1 acre, 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. Hike and Bike Trail – Included in the above referenced parks and open space dedication is a forty (40) foot wide greenbelt along the southern perimeter of the Property. Contemporaneously with the development of any portion of the Property adjacent to the greenbelt, the developer will clear and grade a minimum eight foot (8') wide walkable natural path within the greenbelt in a Town-approved location. The developer will have no further duty or obligation to construct, pay for or maintain the greenbelt or the trail.
- C. 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-2.
- D. 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 D-3 and within the greenbelt buffers in accordance with Screening Plan attached hereto as Exhibit D-2. The developer shall be responsible for the mowing and general maintenance of the parks and greenbelt buffers for one (1) year after dedication of the areas to the Town. Thereafter, the Town shall maintain the parks and greenbelt buffers to a standard consistent with a first-class residential subdivision in the north Texas regional area unless the developer obtains a maintenance license from the Town by a separate agreement. The landscaping requirements specified for this Planned Development district shall satisfy any and all tree preservation or mitigation requirements for all properties within this Planned Development District.
- E. Streets: Streets shall consist of a sixty (60) foot wide right-of-way with a twenty-two (22) foot paving section. Typical street sections are illustrated on the Street Plan attached hereto as Exhibit D-4. Streets located adjacent to the west and south sides of the school site shall be constructed as a thirty-six (36) 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 may be modified to accommodate the roundabout, divided entries, and other unique project features. The developer shall have no obligation to make improvements to Highridge Drive.
- F. Drainage: Storm drainage shall be primarily conveyed by earthen channels, open drainage courses and by the street itself but may also be enclosed in concrete pipes as necessary. Lay down / roll curbs may be used to convey stormwater but standard six-inch (6") curbs

are prohibited. Open drainage courses carrying street runoff between lots may be an earthen channel provided that an easement is provided from top-of-bank to top-of-bank.

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

H. Alleys: It is the intent of this planned development to avoid the use of alleys. However, if developer and Town determine alleys are necessary, alleys shall be twelve (12) feet wide within eighteen (18) feet right-of-way.

I. 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.

J. Signs:

5. Town Entry Sign: A Town entry sign shall be constructed at the northeast corner of the project entrance by the developer.

6. Monument Signs: Monument signs may be constructed by the developer in the locations depicted on the Concept Plan.

7. Sign Design: The design of the Town entry sign and the monument signs shall generally be in accordance with the Signage Plan attached hereto as Exhibit D-5 unless otherwise mutually agreed by the Town Council and developer.

8. Temporary Marketing Signs: Two (2) temporary marketing signs are permitted for the purposes of advertising home and lot sales. The display area of the signs shall be a maximum of sixty-four (64) square feet and the maximum height of the signs shall be eighteen (18) feet. Signs shall be located as generally depicted on the Concept Plan.

9. School Signage: Wall signs and monument signs that identify the name of the school are permitted.

K. 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, Zoning Planned Development-1 Ordinance 20-08, 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.



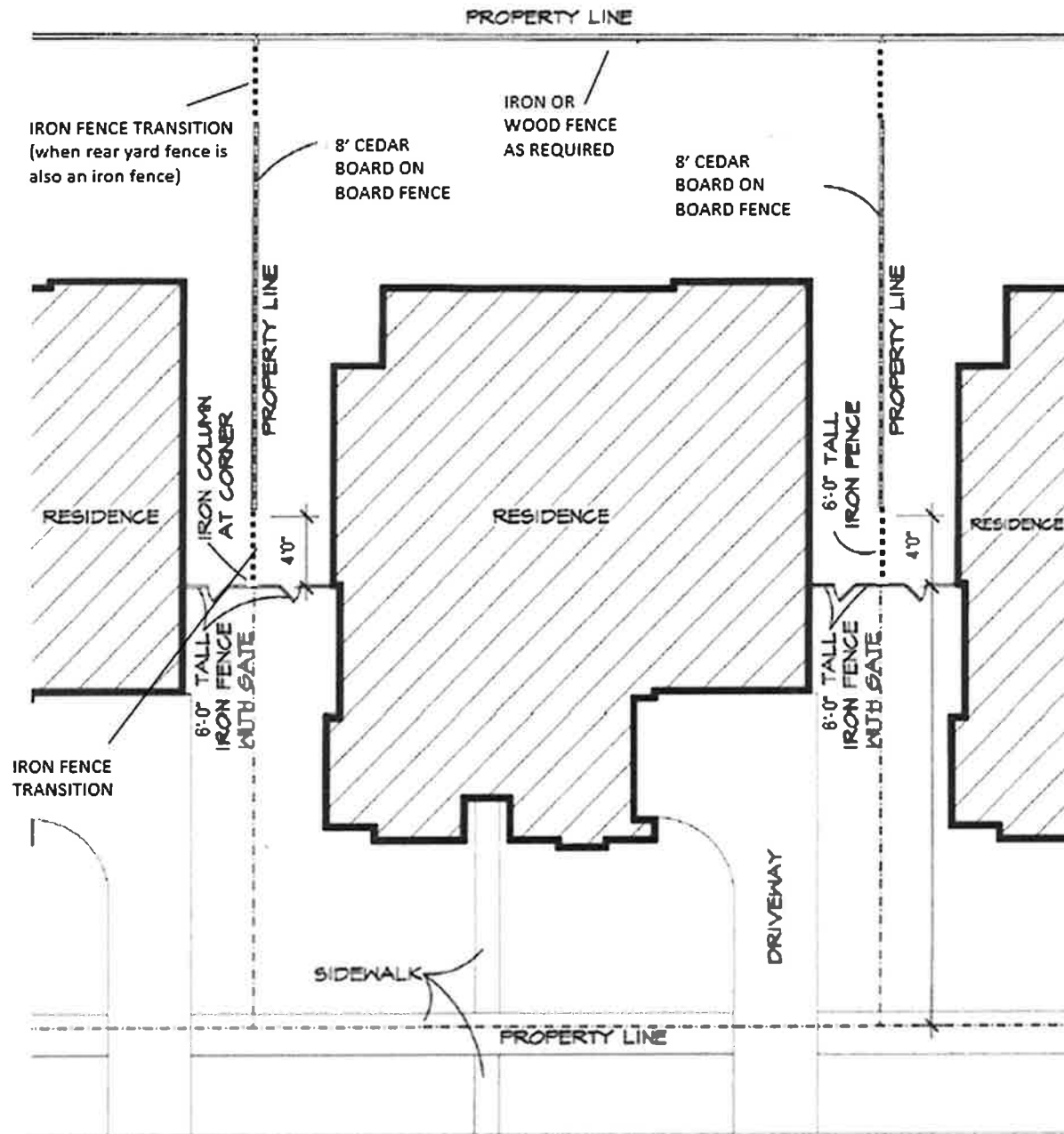
## EXHIBIT F-C

### Concept Plan

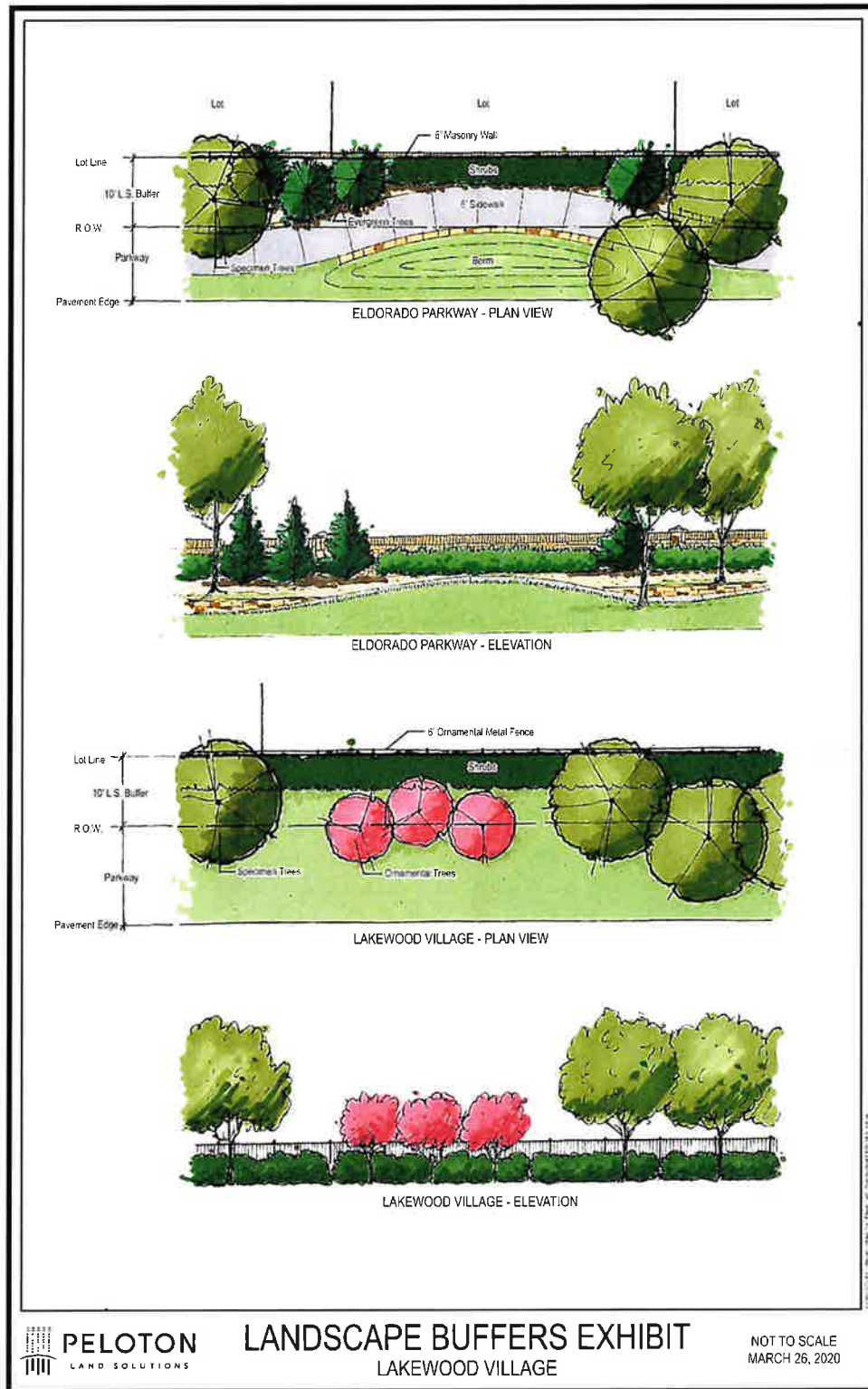
The Concept Plan establishes the general guidelines for this Planned Development district by conceptually illustrating the project boundaries, land use types, approximate locations of lots, roadways, parks, and open space. Final locations of lots, roadways, parks, and open space will be determined at the time of plat approval and shall be developed in accordance with Town ordinances.



## Exhibit F-D-1 Fencing Plan



## Exhibit F-D-2 Screening Plan



## Exhibit F-D-3 Planting Plan(s)









Exhibit F-D-4  
Street Plan

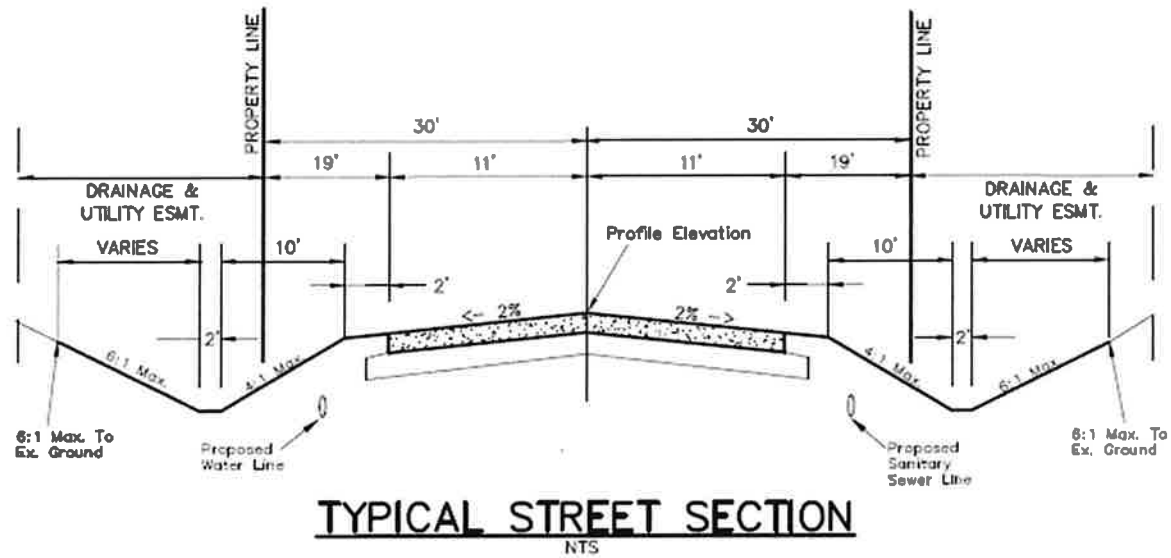
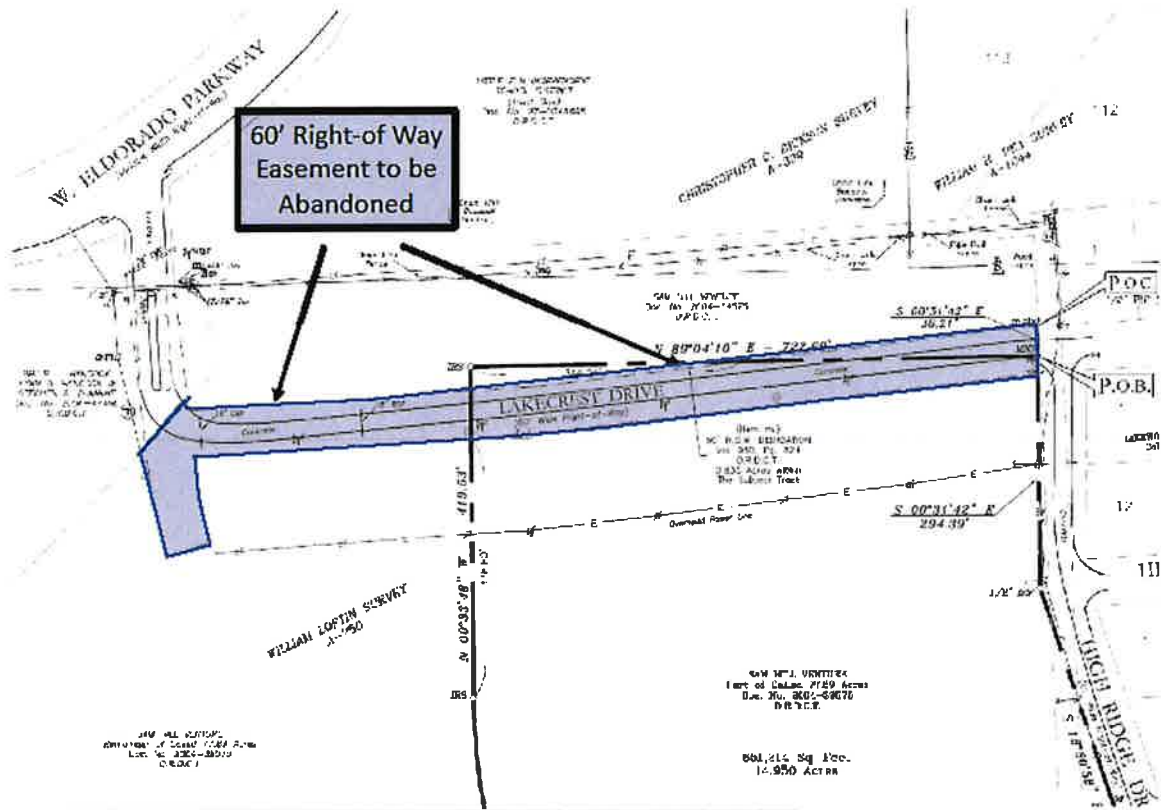


Exhibit F-D-5  
Signage Plan

Monument Sign(s)



# EXHIBIT G



## EXHIBIT H

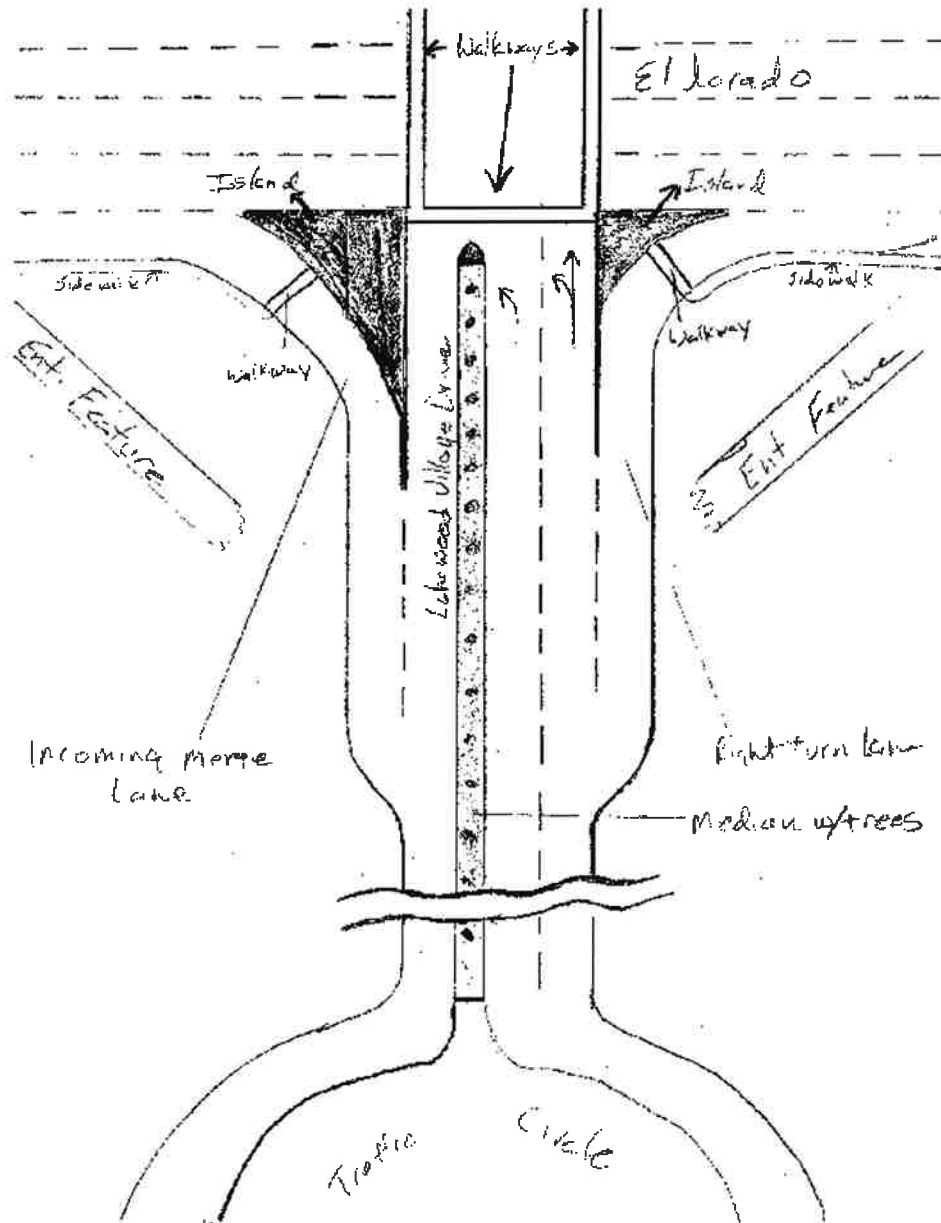


## EXHIBIT I

Reserved for future use.



EXHIBIT J  
ENTRY FEATURE PLANS



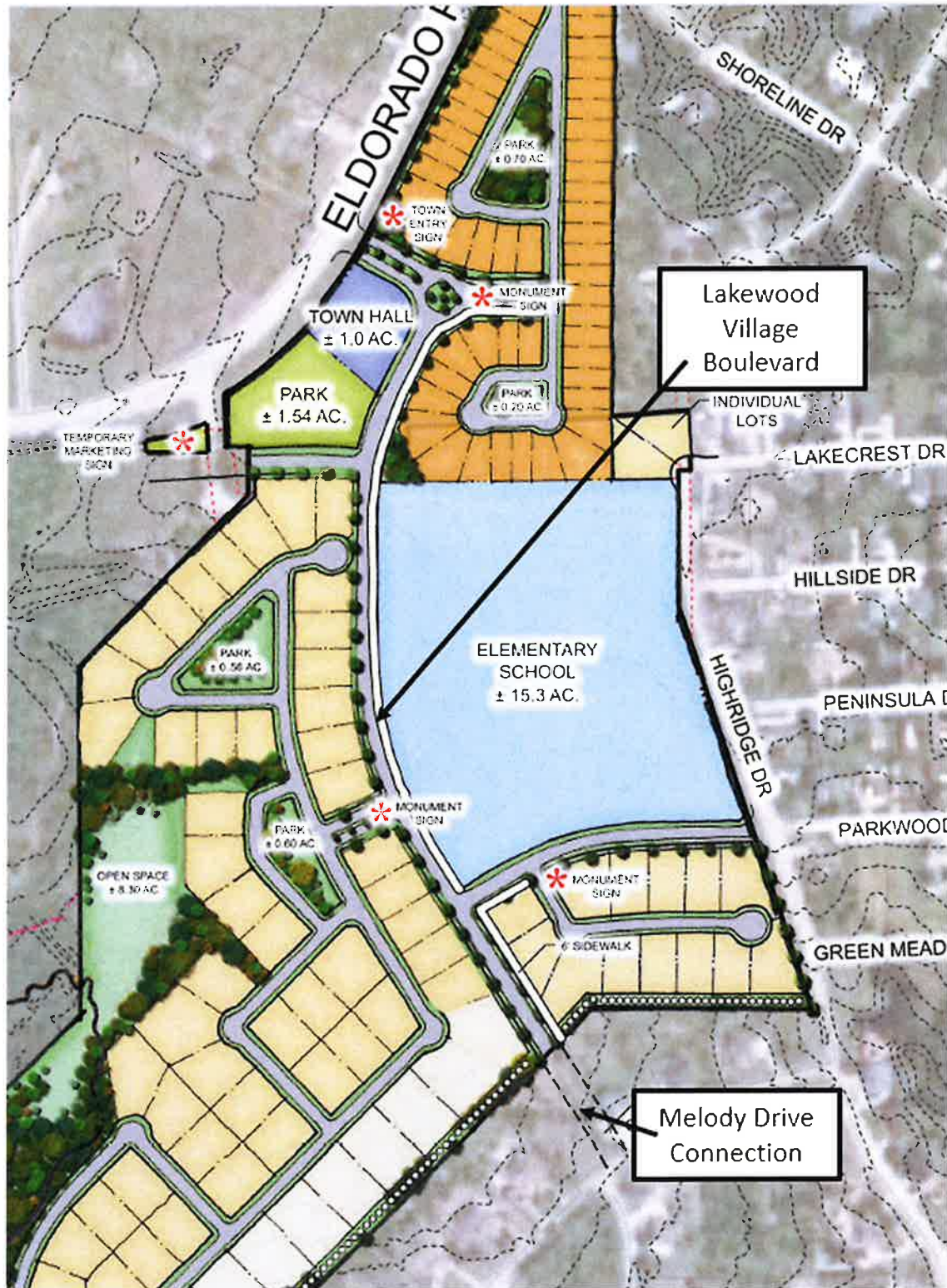


Water/Sewer Oversizing

Parkwood Sewer Line Replacement



EXHIBIT L  
MELODY DRIVE CONNECTION





# MEMORANDUM

TO: Town Council  
FROM: Linda Ruth, Town Administrator/Town Secretary  
DATE: August 26, 2021  
RE: Agenda Item F.10. - Urban County Qualification for CDBG 2023 - 2025

Denton County has been approved as an Urban County qualifying for Community Development Block Grant administration by HUD. This is a new designation for Denton County, this is their first year participating in this program. Qualification for this designation means HUD will set aside funds which will be directly allocated to Denton County and the county will be responsible for administering the grants process. Currently, based on preliminary census data, the county will receive approximately \$1,400,000 for grants each year beginning in 2023. As additional information is received regarding the demographics of the county and participation in the program the level of funding may increase.

Denton county has invited 30 cities to participate in a consortium for access to these funds. Larger cities like Denton and Lewisville would be entitlement cities and would receive funding directly from HUD. Lakewood Village and other smaller cities would be considered non-entitlement and would receive funding through the consortium administered by the county. The consortium would be governed by Denton County and run by a board. The county current does not have criteria for who will be on the board, but it is unlikely that representatives from non-entitlement cities would qualify for board positions.

Non-entitlement cities would apply for funds by presenting proposed programs to the board for consideration. The board would score applications based on economic need of the area served and the type of program proposed. Desirable programs would be those for infrastructure that serves primarily low-socioeconomic areas, homeless shelters, improved housing for low-income residents/areas, etc.

The benefit to participation is a more streamlined and easier grant application/approval process. Another benefit is county administration of the grant would mean the county would be responsible for all required monitoring and reporting. The disadvantage is participation in the county consortium would exclude us for qualifying for any state administered grants. State administered grants have a wide range of program eligibility and we could potentially include areas in the ETJ for programs, but the town would be responsible for all grant administration and reporting.

Based on the current limitations for programs that would qualify and the fact that we would be excluded from qualifying for any state grants I do not recommend we participate at this time. We can join the consortium at a future date if guidelines become more desirable



**RESOLUTION # \_\_\_\_\_**

**RESOLUTION REGARDING CITY OF LAKEWOOD VILLAGE PARTICIPATION IN DENTON COUNTY'S COMMUNITY DEVELOPMENT BLOCK GRANT FOR THE THREE PROGRAM YEAR PERIOD, FISCAL YEAR 2023 THROUGH FISCAL YEAR 2025.**

**WHEREAS**, Title I of the Housing and Community Act of 1974, as amended through the Housing and Community Act of 1992, establishes a program of community development block grants for the specific purpose of developing viable communities by providing decent housing and suitable living environment and expanding economic opportunities principally for persons of low and moderate income, and

**WHEREAS**, Denton County has been designated an "Urban County" by the Department of Housing and Urban Development entitled to a formula share of Community Development Block Grant (CDBG) program funds provided said County has a combined population of 200,000 persons in its unincorporated areas and units of general local government with which it has entered into cooperative agreements, and

**WHEREAS**, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperative agreements with local governments for essential Community Development and Housing Assistance activities, and

**WHEREAS**, the City of Lakewood Village may not apply for grants under the State CDBG Program from appropriations for fiscal years during the period in which it is participating in Denton County's CDBG program, and

**WHEREAS**, through cooperative agreements Denton County has authority to carry out activities funded from annual Community Development Block Grant (CDBG) Allocation from Federal Fiscal Years 2023, 2024, and 2025, from any program income generated from the expenditure of such funds and any successive qualification periods under automatic renewal, and

**WHEREAS**, this cooperative agreement covers Federal Fiscal Years 2023, 2024, and 2025, it will automatically be renewed for participation in successive three-year qualification periods, unless the County or the City of Lakewood Village informs HUD with written notice to elect to not participate in a new qualification period, and

**WHEREAS**, the cooperative agreement will be automatically renewed by the date specified in HUD's urban county qualification notice for the next qualification period, Denton County will notify City of Lakewood Village in writing of its right not to participate, and

**WHEREAS**, with automatic renewal, Denton County and City of Lakewood Village will be required to adopt and submit to HUD any amendment to the agreement incorporating changes necessary to meet the requirements set forth in an Urban County Qualification Notice, and

**WHEREAS**, Denton County and the City of Lakewood Village agree to cooperate to undertake, or assist in undertaking, community renewal and lower income

housing assistance activities, and

**WHEREAS**, Denton County and City of Lakewood Village will take all actions necessary to assure compliance under section 104(b) of Title I of the Housing and Community Development Act of 1974, Title VI of the Civil Rights Act of 1964 and the Fair Housing Act, and

**WHEREAS**, Denton County will not fund activities in, or in support of City of Lakewood Village that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification, and

**WHEREAS**, Denton County and City of Lakewood Village will comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, of Title II of the Americans with Disabilities Act, Age Discrimination Act of 1975, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws, and

**WHEREAS**, the City of Lakewood Village has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and

**WHEREAS**, the City of Lakewood Village has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions, and

**WHEREAS**, in accordance with 24 CFR 570.501(b), Denton County is responsible for ensuring that CDBG funds are used in accordance with all program requirements, including monitoring and reporting to U.S. Department of Housing and Urban Development, on the use of program income, and

**WHEREAS**, pursuant to 24 CFR 570.501(b), the City of Lakewood Village is subject to the same requirements applicable to sub recipients, including the requirement of a written agreement as described in 24 CFR 570.503, and

**WHEREAS**, Denton County and City of Lakewood Village may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act in the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76.

**NOW, THEREFORE, BE IT RESOLVED**, by the City of Lakewood Village that the City Council of Lakewood Village, Texas supports the application of Denton County for funding from Housing and Community Development Act of 1974, as amended, and Cranston-Gonzalez National Affordable Housing Act, as amended, and asks that its population be included for three successive years with that of Denton County, Texas to carry out Community Development Program Activities Eligible for Assistance under Public Law 93-383, and Affordable Housing activities under Public Law 101-625, and authorizes the Mayor of Lakewood Village, Texas to sign such additional forms as requested by the Department of Housing and Urban Development pursuant to

the purposes of the Resolution, and further that the City of Lakewood Village, Texas understands that Denton County will have final responsibility for selecting projects and filing annual grant requests.

**BE IT FURTHER RESOLVED**, this cooperative agreement will automatically be renewed for participation in successive three-year qualification periods, unless Denton County or the City of Lakewood Village provides written notice it elects not to participate in a new qualification period. Denton County will notify the City of Lakewood Village in writing of its right to make to such election on the date specified by the U.S. Department of Housing and Urban Development in HUD's urban county qualification notice for the next qualification period. Any amendments or changes contained within the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period must be adopted by Denton County and the City of Lakewood Village and submitted to HUD. Failure by either party to adopt such an amendment to the agreement will void the automatic renewal of this agreement.

This agreement remains in effect until CDBG funds and income received during the fiscal 2023, 2024, 2025 programs, and to any successive qualification periods provided through the automatic renewal of this agreement, are expended and the funded activities completed, neither Denton County nor the City of Lakewood Village may terminate or withdraw from the agreement while the agreement remains in effect.

Official notice of amendments or changes applicable for a subsequent three-year urban county agreement shall be in writing and be mailed by certified mail to the City Secretary of the City of Lakewood Village. Any notice of changes or amendments to this agreement by the City of Lakewood Village to Denton County shall be in writing to the Denton County Judge's Office.

SIGNED on this the \_\_\_\_\_ day of August, 2021

\_\_\_\_\_  
Linda Asbell, Town Administrator

\_\_\_\_\_  
Dr. Mark E. Vargus, Mayor

PASSED AND APPROVED THIS \_\_\_\_\_ day of August, 2021

\_\_\_\_\_  
Commissioners Court Clerk

\_\_\_\_\_  
Judge Andy Eads, County Judge