



**LAKEWOOD VILLAGE TOWN HALL  
100 HIGHRIDGE DRIVE  
LAKEWOOD VILLAGE, TEXAS  
TOWN COUNCIL MEETING  
AUGUST 10, 2023 7:00 P.M.**

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**REGULAR SESSION – AGENDA**

Call to Order and Announce a Quorum is Present

**A. PLEDGE TO THE FLAG:**

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

**C. PUBLIC HEARING** – A public hearing is scheduled on the critical water emergency to provide an opportunity for citizen comment.

**D. PUBLIC HEARING:** A public hearing is scheduled on the proposed *Lakewood Village Public Improvement District Operations & Maintenance Service and Assessment Plan* (the “O&M SAP”) and levying assessments against certain property located within the Lakewood Village Public Improvement District (the “District”). The Town Council may adopt the ordinance approving the O&M SAP and levying the assessments with or without amendment by ordinance on one (1) reading.

**E. PUBLIC HEARING** – A public hearing is scheduled on the proposed combined property tax rate of \$0.36/\$100 to provide an opportunity for citizen comment.

**F. 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 July 10, 2023 Council Meeting (Ruth)
2. Engagement Letter with Nabors CPA Services for Fiscal Year 2022-2023 Audit (Ruth)
3. Professional Services Agreement with Northshore Lot Venture, LTD (Ruth)
4. Variance Request – 745 Highridge Drive for Front Facing Garage and Garage Size (Ruth)
5. Texas General Land Office Resilience Program Application for Resilient Communities Program (Ruth)

**G. REGULAR AGENDA:**

1. Consideration of Assignment of Development Agreement for Northshore Development to Northshore Lot Venture Ltd. (Vargus)
2. Consideration of Development Agreement for Northshore Development (Vargus)
3. Consideration of Application for Zoning Change by Northshore (Vargus)

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4. Consideration of Northshore Preliminary Plat (Vargus)
5. Consideration of Development Agreement for The Enclave and The Arbors (Vargus)
6. Discussion of Water and Wastewater Capital Improvements (Vargus)
7. Consideration of Amendment of Critical Water Emergency Ordinance (Vargus)
8. Consideration of Utility Policies Ordinance (Vargus)
9. Consideration of 380 Agreement with the Municipal Development District (Vargus)
10. Consideration of Lakewood Village Fiscal Year 2023-2024 Tax Rate (Vargus)
11. Consideration of Ratification of Fiscal Year 2023-2024 Budget (Vargus)
12. Consideration of an Ordinance approving the Lakewood Village Public Improvement District Operations & Maintenance Service and Assessment Plan and levying assessments against certain property located within the Lakewood Village Public Improvement District (Vargus)

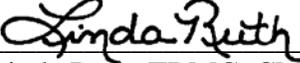
**H. EXECUTIVE SESSION:** – In accordance with Texas Government Code, Section 551.001, et seq., the Town Council will recess into Executive Session (closed meeting) to discuss the following:

1. § 551.087 Texas Government Code to wit: Economic Development Negotiations regarding City Center, First Texas Homes, Taylor Morrison-South Oak, Northshore, The Villas; 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 legal advice re: Development agreements, development, zoning standards, and eminent domain; and
3. § 551.072 Texas Government Code to wit: deliberations about real property regarding City Center, First Texas Homes, Taylor Morrison-South Oak, Northshore; The Villas.

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

**J. ADJOURNMENT**

I do hereby certify that the above notice of meeting was posted on the designated place for official notice at 6:00 p.m. on Friday, August 4, 2023.

  
Linda Ruth, TRMC, CMC  
Town Administrator/Town Secretary



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

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

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

**LAKWOOD VILLAGE TOWN COUNCIL**

**COUNCIL MEETING**

**JULY 13, 2023**

**Council Members:**

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

**Town Staff:**

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

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

With a quorum of the Council Members present, Mayor Vargus called the Regular Meeting of the Town Council to order at 7:00 p.m. on Thursday, July 13, 2023, in the Council Chambers of the Lakewood Village Town Hall, 100 Highridge Drive, Lakewood Village, Texas.

**PLEDGE TO THE FLAG:**

**(Agenda Item A)**

Mayor Vargus led the Pledge of Allegiance.

**VISITOR/CITIZENS FORUM:**

**(Agenda Item B)**

No one requested to speak.

**PUBLIC HEARING:**

**(Agenda Item C)**

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

No one requested to speak.

**MOTION:** Upon a motion made by Councilwoman Lepley and seconded by Councilman Bissonnette the council voted three (3) “ayes”, no (0) “nays” to close the public hearing at 7:01 p.m. *The motion carried.*

**PUBLIC HEARING:**

**(Agenda Item D)**

A public hearing was held on the proposed fiscal year 2023-2024 budget to provide an opportunity for citizen comment. The Town Council may adopt the budget with or without amendment by ordinance on one (1) reading.

No one requested to speak.

**MOTION:** Upon a motion made by Councilwoman Lepley and seconded by Councilman Bissonnette the council voted three (3) “ayes”, no (0) “nays” to close the public hearing at 7:02 p.m. *The motion carried.*

**PUBLIC HEARING:**

**(Agenda Item E)**

A public hearing was held on the proposed combined property tax rate of \$0.36/\$100 to provide an opportunity for citizen comment.

No one requested to speak.

**MOTION:** Upon a motion made by Councilwoman Lepley and seconded by Councilman Bissonnette the council voted three (3) “ayes”, no (0) “nays” to close the public hearing at 7:02 p.m. *The motion carried.*

**CONSENT AGENDA:**

**(Agenda Item F)**

1. Minutes of June 8, 2023 Council Meeting (Ruth)
2. Variance for 823 Carrie Court for Front Facing Garage (Ruth).
3. Resolution Calling for Public Hearing Related to Levying Operations and Maintenance Assessments on the Lakewood Village Public Improvement District (Ruth)
4. Ordinance approving an Annual Update of the Service and Assessment Plan and Assessment Roll for the Lakewood Village Public Improvement District No. 1; making certain findings related thereto; and resolving other related matters (Ruth)
5. Interlocal Agreement with Denton County Tax Office for Collection of Public Improvement District Operations and Maintenance (Ruth)
6. Interlocal Agreement with Denton County Tax Office for Collection of Public Improvement District Capital Assessments (Ruth)
7. Professional Services Agreement with Corson & Cramer for The Arbors (Ruth)
8. Consideration of Variance for Front Facing Garage for 327 Hillside (Ruth)

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

**REGULAR AGENDA:**

**(Agenda Item G.**

**Discussion of the New Town Hall (Ruth)**

**(Agenda Item G.1)**

Mayor Vargus introduced Mr. Stephen Hilt of BRW Architects. Mr. Hilt reported that his firm has been tasked with determining the town’s future needs for a new town hall building. Mr. Hilt reported that his firm worked to determine the reasonable needs for building size at town build out. The total size came out to just under 13,000 square feet. Mr. Hilt reviewed a concept site plan and proposed floor plan. Mr. Hilt reviewed the construction cost estimate.

**Discussion of Assignment of Development Agreement from Lakewood Village Partners to Skorburg Company (Vargus)**

**(Agenda Item G.2)**

Mayor Vargus reported that Skorburg Company has the Northshore Property under contract. Mr. Kevin Harrell with Skorburg Company was available to answer any questions. Mayor Vargus reviewed the minor changes in the concept plan. The lots next to Eldorado will be 120 feet deep and will have one additional lot. The lot lines have been straightened to 90 degrees off the adjacent road. Skorburg Company will be finalizing details with David Weekly Homes to build the project. Mayor Vargus reviewed the proposed revisions to the Development Agreement. Council anticipates considering the development agreement at the next council meeting.

**Discussion of Water and Wastewater Capital Improvements (Vargus)**

**(Agenda Item G.3)**

Mayor Vargus reported on a meeting with the well construction company that occurred earlier today. The test well pump failed and must be replaced. The construction company only recently contacted CoServ to provide power to the well site. CoServ has a 90 day turnaround time for installation of power for this project. HydroResources is currently constructing a well at the same depth for the Town of Aubrey. The Aubrey well pump failed only two months after it was installed. When HydroResources pulled the failed Aubrey pump they dropped the pump which caused it to fall to the bottom of the nearly 2,000 foot deep well damaging the sides of the well as it fell. It appears likely the Aubrey well has been damaged irreparably and will need to be plugged

and redug. HydroResources has been put on notice that Lakewood Village will not tolerate shortcuts that cause unnecessary risk or delays. The current projected finish date for the well is sometime in October 2023. The water testing should be completed at the end of July. There is a possibility the well could be ready to pump water in July. The town could require HydroResources to provide a generator to run the well from July until the time CoServ is able to install the electricity.

Mayor Vargus reported the 300,000 gallon Ground Storage Water Tank project is nearly ready to be sent out to bid. Three options are available: concrete, welded steel, or glass. Usually, a glass tank is the most expensive but the preliminary information has revealed that glass will be less expensive than the other options.

Mayor Vargus will be meeting with the engineers regarding the status of the wastewater plant construction. Mayor Vargus reported on the status of the wastewater permit process with Texas Commission on Environmental Quality.

**Consideration of the Consolidated Fee Ordinance (Vargus)**

**(Agenda Item G.4)**

Mayor Vargus reviewed the redline changes.

**MOTION:** Upon a motion made by Councilman Bissonette and seconded by Councilwoman Lepley the council voted three (3) “ayes”, no (0) “nays” to approve the consolidated fee ordinance with an additional amendment of \$26 for the garbage rate. *The motion carried.*

**Consideration of Utility Policies Ordinance (Vargus)**

**(Agenda Item G.5)**

Mayor Vargus reported this will be discussed next month.

**Discussion of the Subdivision Ordinance (Vargus)**

**(Agenda Item G.6)**

Mayor Vargus reported Town Attorney Messer confirmed that school districts do not have to conform to zoning ordinances but they do have to comply with subdivision regulations. The subdivision ordinance will be amended over the next few months.

**Discussion of the Lakewood Village  
Operations & Maintenance Public  
Improvement District No. 1. Fiscal Year 2024  
Budget (Vargus)**

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**(Agenda Item G.7)**

Mayor Vargus that the Town's Public Improvement District Administrator proposes the budget. Mayor Vargus reviewed the procedure for adopting the budget and imposing assessments on properties within the public improvement district.

**Consideration of Lakewood Village Fiscal  
Year 2023-2024 Budget (Vargus)**

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**(Agenda Item G.8)**

Mayor Vargus reviewed the properties currently delinquent in property taxes. Mayor Vargus reviewed the properties that have protested their valuation and are still under appeal. Mayor Vargus reviewed the proposed budget which includes a reduction in the property tax rate by 20 percent.

**MOTION:** Upon a motion made by Councilman Bissonnette and seconded by Councilman Bushong the council voted three (3) "ayes", no (0) "nays" to approve the Fiscal Year 2023-2024 Budget as presented. *The motion carried.*

**ROLLCALL VOTE**

Mayor Vargus – present and not voting  
Mayor Pro-Tem West - absent  
Councilman Bushong - aye  
Councilwoman Lepley - aye  
Councilman Farage - absent  
Councilman Bissonnette - aye

**Discussion of 2024 Tax Rate (Vargus)**

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**(Agenda Item G.9)**

Mayor Vargus reported the tax rate will be reduced and will be considered by council at the next council meeting.

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**Discussion of Third Quarter Investment  
Report (Vargus)**

**(Agenda Item G.10)**

Mayor Vargus reviewed the 3<sup>rd</sup> quarter investment report. The town has approximately one million dollars more in the bank than at the start of the fiscal year.

**Discussion of New Franchise Agreement  
(Vargus)**

**(Agenda Item G.11)**

Mayor Vargus reported that the town is working on franchise agreements with Atmos Energy and OnCor Electric. There was some discussion about the rates being considered.

**EXECUTIVE SESSION:**

**(Agenda Item H)**

At 9:06 p.m. Mayor Vargus recessed into executive session in accordance with

1. § 551.087 Texas Government Code to wit: Economic Development Negotiations regarding The Arbors, Taylor Morrison-South Oak, Northshore, The Villas; 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 legal advice re: Development agreements, development, zoning standards, and eminent domain; and
3. § 551.072 Texas Government Code to wit: deliberations about real property regarding The Arbors, Taylor Morrison-South Oak, Northshore; The Villas.

**RECONVENE:**

**(Agenda Item I)**

Mayor Vargus reconvened the regular session at 9:27 p.m. No action was taken.

**ADJOURNMENT**

**(Agenda Item J)**

**MOTION:** Upon a motion made by Councilwoman Lepley and seconded by Councilman Bissonnette council voted three (3) “ayes” and no (0) “nays” to adjourn the Regular Meeting of the Lakewood Village Town Council at 9:28 p.m. on Thursday, July 13 2023. The motion carried.

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These minutes were approved by the Lakewood Village Town Council on the 10th day of August 2023.

APPROVED:

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Darrell West  
Mayor Pro-Tem

ATTEST:

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Linda Ruth, TRMC, CMC  
Town Administrator/Town Secretary



*How well do you know your CPA?*

August 4, 2023

Town of Lakewood Village  
100 Highridge Drive  
Lakewood Village, TX 75068

I am pleased to confirm my understanding of the services I am to provide Town of Lakewood Village for the years ended September 30, 2023, September 30, 2024, and September 30, 2025.

**Audit Scope and Objectives**

I will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of Town of Lakewood Village as of and for the years ended September 30, 2023, September 30, 2024, and September 30, 2025. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Town of Lakewood Village's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of my engagement, I will apply certain limited procedures to Town of Lakewood Village's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I will not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures but will not be audited.

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules

The objectives of my audit are to obtain reasonable assurance as to whether your basic financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes my opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

I will conduct my audit in accordance with GAAS and will include tests of your accounting records and other procedures I consider necessary to enable me to express such opinion. As part of an audit in accordance with GAAS, I exercise professional judgment and maintain professional skepticism throughout the audit.

I will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. I will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. I will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because I will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by me, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, I will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to my attention. I will also inform the appropriate level of management of any violations of laws or governmental regulations that come to my attention, unless clearly inconsequential. My responsibility as auditor is limited to the period covered by my audit and does not extend to any later periods for which I am not engaged as auditor.

I will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts by correspondence with selected creditors, and financial institutions. I will also request written representations from your attorneys as part of the engagement.

My audit of the financial statements does not relieve you of your responsibilities.

### **Audit Procedures – Internal Control**

I will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for my opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, I will express no such opinion. However, during the audit, I will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

I have identified the following significant risk(s) of material misstatement as part of my audit planning:

1. Improper revenue recognition due to fraud.
2. Management override of controls.

### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatements, I will perform tests of Town of Lakewood Village's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of my audit will not be to provide an opinion on overall compliance, and I will not express such an opinion.

### **Management Responsibilities**

My audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to me and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing me with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that I may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom I determine it necessary to obtain audit evidence. At the conclusion of my audit, I will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to me in the management representation letter that the effects of any uncorrected misstatements aggregated by me during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing me about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing me of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include my report on the supplementary information in any document that contains, and indicates that I have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes my report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with my report thereon]. Your responsibilities include acknowledging to me in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

**Engagement Administration, Fees, and Other**

Wayne Nabors is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. My fee for these services will be at my standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that I agree that my gross fee, including expenses will not exceed \$24,075 for the year ended September 30, 2023, \$25,760 for the year ended September 30, 2024, and \$27,565 for the year ended September 30, 2025. My standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs.

An invoice for one half of the audit fee will be submitted at the start of field work and one for the remainder upon delivery of the audit report to the Town Council.

**Reporting**

I will issue a written report upon completion of my audit of Town of Lakewood Village’s financial statements. My report will be addressed to the Town Council of Town of Lakewood Village. Circumstances may arise in which my report may differ from its expected form and content based on the results of my audit. Depending on the nature of these circumstances, it may be necessary for me to modify my opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to my auditor’s report, or if necessary, withdraw from this engagement. If my opinion is other than unmodified, I will discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or are unable to form or have not formed an opinion, I may decline to express an opinion or withdraw from this engagement.

I appreciate the opportunity to be of service to the Town of Lakewood Village and believe this letter accurately summarizes the significant terms of my engagement. If you have any questions, please let me know. If you agree with the terms of my engagement as described in this letter, please sign the enclosed copy and return it to me.

Very truly yours,



Nabors CPA Services, P.C.

**RESPONSE:**

This letter correctly sets forth the understanding of Town of Lakewood Village.

Management signature: \_\_\_\_\_

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

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

Governance signature: \_\_\_\_\_

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

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

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement"), effective as of the 27<sup>th</sup> day of JULY, 2023, (the "Effective Date"), is made and entered into by and between the **Town of Lakewood Village, Texas**, a general law municipality organized and operating pursuant to the laws of the State of Texas (the "Town"), and **Northshore Lot Venture, LTD**, a Texas limited liability company, the owner of certain tracts of land located in the Town (the "Company").

**WHEREAS**, the Company owns, has or seeks development rights to approximately 38.519 acres of land situated in the Town and its extraterritorial jurisdiction that the Company desires to develop, which land is described on Exhibit "A" attached hereto (the "Property"); and

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

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

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

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

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

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

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

Exhibit "A" – Property Description and Map  
Exhibit "B" – Scope of Work  
Exhibit "C" – Consultants



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

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

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

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

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

5. Releases and INDEMNITIES.

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

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

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

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

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

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

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

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

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

9. Successors and Assigns. Neither the Town nor the Company may assign or transfer their interest in the Agreement without prior written consent of the other Party.

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

**COMPANY:**

Northshore Lot Venture, Ltd.  
Attn: Adam Buczek  
8214 Westchester Dr, Suite 900  
Dallas, TX 75225  
214-888-8843



**TOWN:**

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

with copies to:

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

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

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

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

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

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



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

**TOWN OF LAKEWOOD VILLAGE, TEXAS**

By:

\_\_\_\_\_  
Name: Dr. Mark E. Vargus  
Its: Mayor

ATTEST:

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



**COMPANY**

**Northshore Lot Venture Ltd.** <sup>a TEXAS limited partnership</sup>  
By: *Adam J. Buczek*  
Name: *ADAM J. BUCZEK*  
Its: *PRESIDENT*

STATE OF TEXAS       §  
                                  §  
COUNTY OF DENTON   §

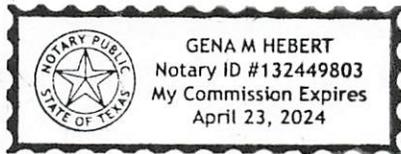
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
by **Dr. Mark E. Vargus**, Mayor of the Town of Lakewood Village.

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

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

STATE OF TEXAS §  
                                  §  
COUNTY OF DALLAS §

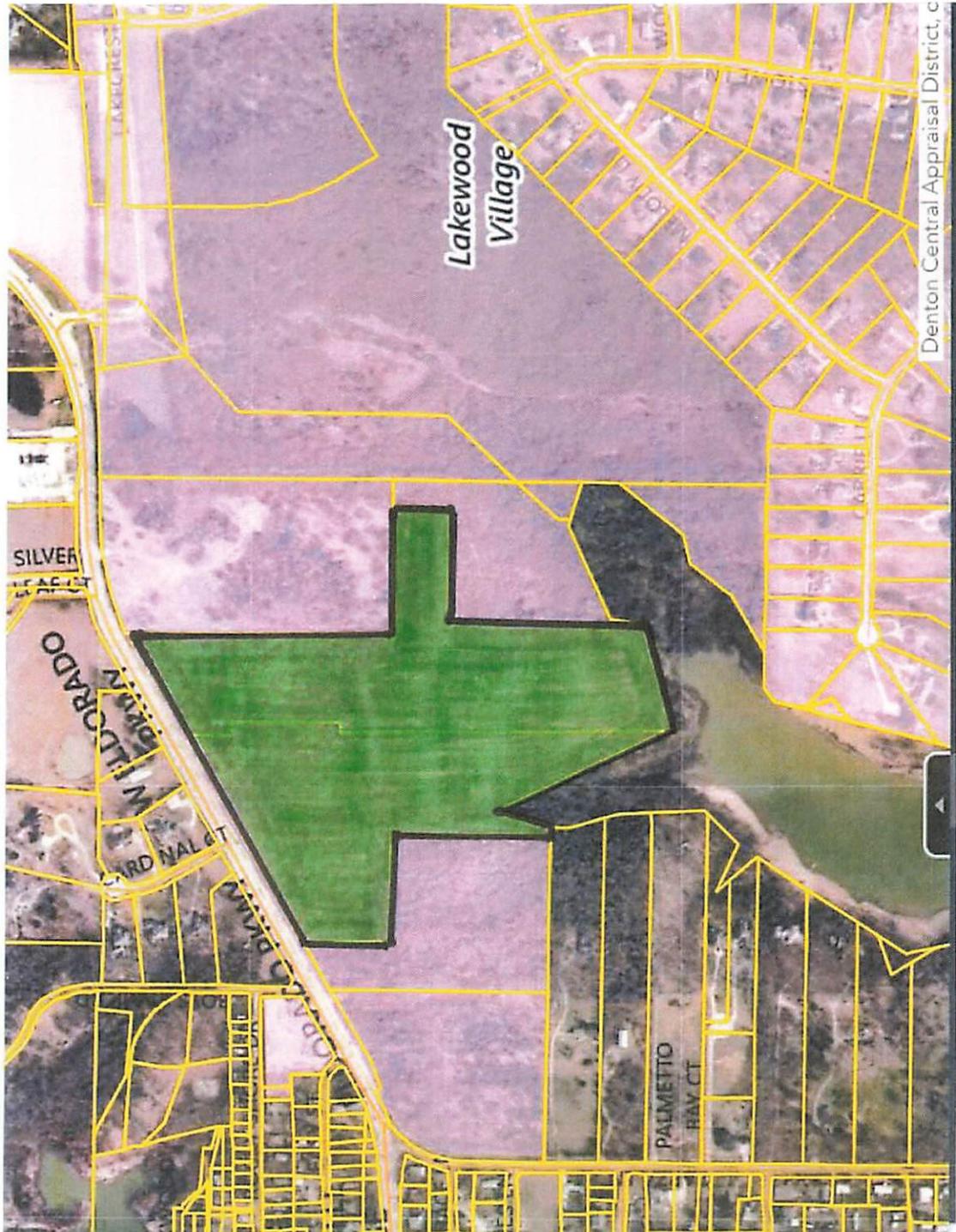
This instrument was acknowledged before me on the 27<sup>th</sup> day of JULY, 2023,  
by ADAM the President of Northshore, on behalf of Northshore Lot Venture Ltd.  
BUCZAK Lot Venture GP  
Corporation



Gena M Hebert  
(Signature of Notary)

Gena M Hebert  
Notary Public, State of Texas

**EXHIBIT "A"**  
PROPERTY DESCRIPTION AND MAP [need metes and bounds]



**PROPERTY METES & BOUNDS**

**Tract 1**

**Being a tract or parcel of land situated in the Benj. C. Shahan Survey, Abstract No. 1169, City of Lakewood Village, Denton County, Texas, and being more particularly described as follows;**

**BEGINNING at an iron pin set for corner in the Southeasterly right-of-way line of Old Hwy. 24 (60' R.O.W.);**

**THENCE, North 60°21'40" East, along said Southeasterly right-of-way line, a distance of 960.52 feet to an iron pin set for corner;**

**THENCE, South, departing said Southeasterly right-of-way line, a distance of 218.26 feet to an iron pin set for corner;**

**THENCE, East a distance of 74.20 feet to an iron pin set for corner;**

**THENCE, South, a distance of 417.42 feet to an iron pin set for corner;**

**THENCE, West, a distance of 74.20 feet to an iron pin set for corner;**

**THENCE, South, a distance of 1255.06 feet to an iron pin set for corner;**

**THENCE, North 31 °53'27" West, a distance of 232.77 feet to a Government Monument for corner;**

**THENCE North 25°34'34" West, a distance of 490.33 feet to a Government Monument for corner;**

**THENCE, South 09°44'40" , a distance of 222.92 feet to an iron pin set for corner;**

**THENCE, West, a distance of 45.03 feet to an iron pin set for corner;**

**THENCE, North, a distance of 612.04 feet to an iron pin set for corner;**

**THENCE, West, a distance of 417.42 feet to an iron pine set for corner;**

**THENCE, North, a distance of 383.48 feet to the point of beginning and containing 19.297 acres of land, more or less. (849,560,869 sq. ft.)**

**SAVE AND EXCEPT:**

**BEING A 0.329 ACRE TRACT OF LAND SITUATED IN THE B.C. SHAHAN SURVEY, ABSTRACT NO. 1169, CITY OF LAKEWOOD VILLAGE, DENTON COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 12.297 ACRE TRACT OF LAND**

CONVEYED TO ATALBOURNE LIMITED AS RECORDED IN VOLUME an, PAGE 618 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, BEARING BASIS FOR THIS PLAT OF SURVEY IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, N.A.D. 83, SAID 0.329 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT 1/2" IRON ROD FOUND LOCATED AT AN INTERIOR ELL CORNER OF THE SAID TRACT OF LAND CONVEYED TO ATALBOURNE LIMITED;

THENCE ALONG THE COMMON LOT LINE OF THE SAID 19.297 ACRE TRACT OF LAND AND THAT CERTAIN 19.237 ACRE TRACT OF LAND CONVEYED TO R-INN VENTURE INCORPORATED AS RECORDED IN VOLUME 1966, PAGE 368 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS, THE FOLLOWING FOUR COURSES:

N 89°28'54" E, A DISTANCE OF 74.20 FEET;

N 00°31'06"W, A DISTANCE OF 417.42 FEET;

S 89°28'54" W, A DISTANCE OF 74.20 FEET;

N 00°31'06° W, A DISTANCE OF 200.11 FEET TO A 5/8" IRON ROD CAPPED -CARTER & BURGESS" SET AND THE POINT OF BEGINNING;

THENCE S 59°35'02" W, A DISTANCE OF 963.00 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET;

THENCE N 00°31'06" W, ALONG THE COMMON LOT LINE OF THE SAID 19297 ACRE TRACT OF LAND AND THAT CERTAIN 20.231 ACRE TRACT OF LAND CONVEYED TO TOM TIPS LIMITED PARTNERSHIP AS RECORDED IN VOLUME 1990, PAGE 731 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, A DISTANCE OF 20.74 FEET TO THE EXISTING SOUTHEASTERLY RIGHT-OF-WAY LINE OF GARZA LANE (60' R.O.W);

THENCE N 59°57'24" E, ALONG SAID EXISTING SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 959.43 FEET;

THENCE S 00°31'06" E, ALONG THE COMMON LOT LINE OF THE SAID 19297 ACRE TRACT OF LAND, A DISTANCE OF 13.54 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.329 ACRES OF LAND MORE OR LESS.

**Tract 2**

BEING ALL THAT CERTAIN, LOT, TRACT OR PARCEL OF LAND SITUATED IN THE BENJAMIN C. SHAHAN SURVEY, ABSTRACT NO. 1169 IN THE CITY OF LAKEWOOD VILLAGE, DENTON COUNTY, TEXAS, AND BEING A RESURVEY OF THE 19.5506 ACRE PROPERTY DESCRIBED IN DEED TO UNIBRUS, INC., BY DEED RECORDED UNDER INSTRUMENT NUMBER 111087 OF THE OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH YELLOW PLASTIC CAP FOUND IN THE SOUTHEASTERLY RIGHT OF WAY LINE OF ELDORADO PARKWAY (80 FOOT RIGHT OF WAY) FORMERLY KNOWN AS GARZA LANE (60 FOOT RIGHT OF WAY), SAID POINT BEING THE NORTHEAST CORNER OF SUBJECT PROPERTY AND BEING COMMON TO THE NORTHWEST CORNER OF A CALLED 15.419 ACRE TRACT OF LAND CONVEYED TO MIGUEL HERRERA BY DEED RECORDED UNDER COUNTY CLERKS FILE NO. 2004-69012 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS;

THENCE SOUTH 00°54'38" EAST AND DEPARTING THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID ELDORADO PARKWAY AND FOLLOWING ALONG THE EAST LINE OF AFORESAID UNIBRUS, INC., TRACT COMMON TO THE MIGUEL HERRERA CALLED 15.419 ACRE TRACT, AND ALONG AN EXISTING PLASTIC RAIL FENCE LINE FOR A DISTANCE OF 1042.84 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID MIGUEL HERRERA CALLED 15.419 ACRE TRACT;

THENCE NORTH 88°50'56" EAST AND FOLLOWING ALONG THE COMMON LINE OF SAID MIGUEL HERRERA CALLED 15.419 ACRE TRACT AND THE UNIBRUS, INC., TRACT AND ALONG A PLASTIC RAIL FENCE FOR A DISTANCE OF 489.23 FEET TO A 1/2" IRON ROD FOUND FOR CORNER, SAID POINT BEING COMMON TO AN ELL CORNER OF A CALLED 19.429 ACRE TRACT DESCRIBED IN DEED TO PHILIP HANCOCK, ET AL AS RECORDED IN VOLUME 2006 AT PAGE 47468 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS;

THENCE SOUTH 00°26'11" EAST AND FOLLOWING ALONG THE WEST LINE OF SAID PHILIP HANCOCK CALLED 19.429 ACRE TRACT, COMMON TO THE EAST LINE OF SAID UNIBRUS INC., TRACT, FOR A DISTANCE OF 215.50 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RPLS1890" SET FOR CORNER;

THENCE SOUTH 89°32'41" WEST AND CONTINUING ALONG THE COMMON LINE OF SAID PHILIP HANCOCK CALLED 19.429 ACRE TRACT AND SAID UNIBRUS, INC., TRACT FOR A DISTANCE OF 436.79 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RPLS1890" SET FOR CORNER;

THENCE SOUTH 00°29'43" EAST AND CONTINUING ALONG THE COMMON LINE OF SAID PHILIP HANCOCK CALLED 19.429 ACRE TRACT AND SAID UNIBRUS, INC., TRACT FOR A DISTANCE OF 772.34 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RPLS1890" SET FOR THE SOUTHEAST CORNER OF SAID UNIBRUS, INC., TRACT AND ALSO BEING THE SOUTHWEST CORNER OF SAID PHILIP HANCOCK CALLED 19.429 ACRE TRACT, LOCATED ON THE BOUNDARY LINE OF LAKE LEWISVILLE ALSO KNOWN AS GARZA LITTLE ELM RESERVOIR, AND BEING WITNESSED BY A BRASS GOVERNMENT MONUMENT IN CONCRETE STAMPED "E-418-9" FOUND BEARING NORTH 73°26'46" EAST AT A DISTANCE OF 8.81 FEET;

THENCE SOUTH 73°26'46" WEST AND FOLLOWING ALONG THE BOUNDARY LINE OF LAKE LEWISVILLE, ALSO KNOWN AS GARZA LITTLE ELM RESERVOIR, FOR A DISTANCE OF 404.31 FEET TO A CORPS OF ENGINEERS BRASS MONUMENT IN CONCRETE STAMPED "E-418-10" FOUND FOR THE SOUTHWEST CORNER OF SAID UNIBRUS, INC., TRACT, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF A CALLED 19.297 ACRE TRACT DESCRIBED IN DEED TO ALBOURNE REALTY AS RECORDED IN VOLUME 4289 AT PAGE 27 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS;

THENCE NORTH 32°19'52" WEST AND CONTINUING ALONG THE BOUNDARY LINE OF LAKE LEWISVILLE, ALSO KNOWN AS GARZA LITTLE ELM RESERVOIR, FOR A DISTANCE OF 54.68 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RPLS1890" SET FOR A SOUTHERN CORNER OF SAID ALBOURNE TRACT, SAID POINT ALSO BEING THE MOST SOUTHWESTERLY CORNER OF AFORESAID UNIBRUS INC., TRACT;

THENCE NORTH 01°01'28" WEST AND FOLLOWING ALONG THE COMMON LINE OF SAID ALBOURNE CALLED 19.297 ACRE TRACT AND THE UNIBRUS, INC., TRACT FOR A DISTANCE OF 1255.06 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RPLS1890" SET FOR CORNER AND BEING WITNESSED BY A 1/2" IRON ROD FOUND BEARING NORTH 01°01'28" WEST AT A DISTANCE OF 20.0 FEET;

THENCE NORTH 89°22'28" EAST AND FOLLOWING ALONG THE COMMON LINE OF SAID ALBOURNE CALLED 19.297 ACRE TRACT AND SAID UNIBRUS, INC., TRACT FOR A DISTANCE OF 74.20 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RPLS1890" FOUND FOR CORNER;

THENCE NORTH 00°38'58" WEST AND CONTINUING ALONG THE COMMON LINE OF SAID ALBOURNE CALLED 19.297 ACRE TRACT AND SAID UNIBRUS TRACT



FOR A DISTANCE OF 417.42 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RPLS1890" FOUND FOR CORNER AND BEING WITNESSED BY A 1/2" IRON ROD FOUND BEARING NORTH 00°38'58" WEST AT A DISTANCE OF 19.9 FEET;

THENCE SOUTH 89°22'28" WEST AND CONTINUING ALONG THE COMMON LINE OF SAID ALBOURNE CALLED 19.297 ACRE TRACT AND SAID UNIBRUS, INC., TRACT FOR A DISTANCE OF 74.17 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RPLS1890" FOUND FOR CORNER AND BEING WITNESSED BY A 1/2" IRON ROD FOUND BEARING NORTH 00°37'32" WEST AT A DISTANCE OF 19.9 FEET;

THENCE NORTH 00°37'32" WEST AND CONTINUING ALONG THE COMMON LINE OF SAID ALBOURNE CALLED 19.297 ACRE TRACT AND SAID UNIBRUS, INC., TRACT FOR A DISTANCE OF 205.32 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RPLS1890" FOUND FOR THE NORTHWEST CORNER OF SAID UNIBRUS, INC., TRACT, SAID POINT BEING LOCATED ON THE AFORESAID SOUTHEASTERLY RIGHT OF WAY LINE OF ELDORADO PARKWAY, AS ESTABLISHED BY THE 0.098 ACRE RIGHT OF WAY DEDICATION DEED TO DENTON COUNTY, TEXAS AS RECORDED IN VOLUME 4141 AT PAGE 1134 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS;

THENCE NORTH 59°35'02" EAST (BASIS OF BEARINGS PER DEED TO DENTON COUNTY, TEXAS RECORDED IN VOLUME 4141 AT PAGE 1134 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS) AND FOLLOWING ALONG THE SOUTHEASTERLY OF SAID ELDORADO PARKWAY FOR A DISTANCE OF 385.99 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RPLS1890" FOUND FOR CORNER, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 914.92 FEET WITH A CENTRAL ANGLE OF 02°35'16" AND A CHORD BEARING NORTH 60°47'12" EAST AT A DISTANCE OF 41.32 FEET;

THENCE NORTHEASTERLY AND FOLLOWING ALONG SAID CURVE TO THE RIGHT AND CONTINUING ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID ELDORADO PARKWAY FOR AN ARC DISTANCE OF 41.32 FEET TO THE POINT OF BEGINNING AND CONTAINING 19.5506 ACRES OF LAND, MORE OR LESS.



## **EXHIBIT "B"**

### **SCOPE OF WORK**

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



**EXHIBIT "C"**

**TOWN CONSULTANTS**

Town's Attorney Billing Rates:

\$325 per hour for attorneys

\$85 per hour for paralegals

Town Engineer Billing Rates:

\$165-\$215 per hour for Professional

\$185-\$260 per hour for Senior Professional I

\$250-\$275 per hour for Senior Professional II

\$75-\$105 per hour for Technical Support

\$120-\$200 per hour for Senior Technical Support

\$115-\$185 per hour for Analyst

\$85-\$125 per hour for Support Staff

Town Bond Attorney, if applicable

\$650 per hour for Partner

\$350 per hour for Associate

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

Town Financial Advisor, if applicable

\$500 per hour for Senior Managing Director

\$425 per hour for Managing Director

\$200 per hour for Associate

\$80 per hour for Clerical/Administrative Assistant

Town PID Consultant

\$250 per hour for Managing Partner

\$185 per hour for Vice President

\$160 per hour for Sr. Associate

\$135 per hour for Associate

\$100 per hour for Administrative Associate





# VARIANCE REQUEST

100 Highridge Drive  
Lakewood Village, TX 75068  
(972) 294-5555 Office (972) 292-0812 Fax  
[linda@lakewoodvillagetx.us](mailto:linda@lakewoodvillagetx.us)

## BUILDING DEPARTMENT

REVISED: 10/09/2014

APPLICANT / OWNER	
Applicant Name <i>Steve Olvera</i>	Address <i>745 Highridge Dr.</i>
Day Time Telephone <i>972 971 3289</i>	<i>Lakewood Vlg TX 75068</i>
Email <i>Steve.olvera@sbccglobal.net</i>	
Owner Name Same as Applicant? <input checked="" type="checkbox"/> Yes	Address
Day Time Telephone	
Email	
PROPERTY	
Address or General Location <i>745 Highridge Dr.</i>	
Legal Description (If Platted) <i>Section 3 block 4 lot 5</i>	
Lot Size <input checked="" type="checkbox"/> Square Feet OR <input type="checkbox"/> Acres <i>9,888</i>	Zoning Classification <i>single family</i>
Existing Use of Land and/or Building(s) <i>Residential</i>	
REQUESTED VARIANCE	
Variance to Section(s) of the Ordinance <i>19-02 2.4.7.b 2.4.7.c</i>	
Current Ordinance Requirement(s) <i>section B - Front Facing garages are prohibited</i> <i>section C - minimum garage size <del>25</del> 25 wide</i> <i>22 deep</i>	
Requested Variance(s) <i>Build Front facing garage</i> <i>current converted living space is being built into a</i> <i>garage as per code but because of the pre-existing</i> <i>size of home it is limited to <del>XXXXXXXXXXXXXXXXXXXX</del> (inside)</i> <i>wide Deep</i>	

per email from Steve Olvera received 08/03/2023 @ 3:26 the garage will be 18'1" wide x 18'10" deep



**BUILDING DEPARTMENT**

**VARIANCE REQUEST**

100 Highridge Drive  
Lakewood Village, TX 75068  
(972) 294-5555 Office (972) 292-0812 Fax  
[linda@lakewoodvillagetx.us](mailto:linda@lakewoodvillagetx.us)

REVISED: 10/09/2014

**SUBMITTAL REQUIREMENTS**

If the applicant is not the owner, a letter signed and dated by the owner certifying their ownership of the property and the authorizing the applicant to represent the person, organization, or business that owns the property.

If not platted, a metes and bounds legal description of the property.

A written statement documenting the reason for the variance(s), including evidence that the request complies with the following criteria as required for approval of a variance.

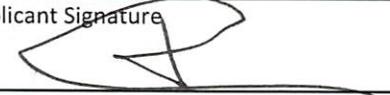
- 1) A unique physical condition exists within or adjacent to the subject tract or structure(s) located thereon which distinguishes it from other similarly situated, and which creates an exceptional hardship, difficulty, or inequity that would result from literal enforcement of the ordinance;
- 2) The condition or characteristic noted above is not caused by an action of the property owner, occupant, or applicant;
- 3) The variance is the minimum amount necessary to allow a reasonable use of the property;
- 4) The sole reason for the variance is not a desire of the owner, occupant, or applicant for increased financial gain or reduced financial hardship;
- 5) The variance will not adversely affect public health or safety, and will not substantially or permanently interfere with the appropriate use of adjacent conforming property in the same district; and,
- 6) The variance will not alter the essential character of the zoning district within which the subject property is located, and is in harmony with the intent and purposes of the zoning ordinance.

Site plan, submitted on drawing sheet size 11" X 17", showing:

- 1) Scale and north arrow;
- 2) Location of site with respect to streets and adjacent properties;
- 3) Property lines and dimensions;
- 4) Location and dimensions of buildings;
- 5) Building setback distances from property lines;
- 6) Location, dimensions, and surface type of off-street parking spaces and loading areas; and
- 7) Any other proposed features of the site which are applicable to the requested variance.

**NOTICE**

To the best of my knowledge, this application and associated documents are complete and correct, and it is understood that I or another representative should be present at all public meetings concerning this application.

Applicant Signature 	Date 8-3-23
--	----------------



**BUILDING DEPARTMENT**

**VARIANCE REQUEST**

100 Highridge Drive  
Lakewood Village, TX 75068  
(972) 294-5555 Office (972) 292-0812 Fax  
[linda@lakewoodvillagetx.us](mailto:linda@lakewoodvillagetx.us)

REVISED: 10/09/2014

TOWN USE ONLY	
Received By <i>Linda Ruth</i>	Receipt Number <i>N/A</i>
Date Submitted <i>8/3/2023</i>	Case Number <i>N/A</i>
Date Notices Mailed <i>N/A</i>	Date Notice Published <i>N/A</i>
Town Council Meeting Date <i>8/10/2023</i>	
Decision	
Conditions	





## MEMORANDUM

TO: Town Council  
FROM: Linda Ruth, Town Administrator/Town Secretary  
DATE: August 4, 2023  
RE: Agenda Item F.5. - Texas General Land Office Resilient Communities Program

The Texas General Land Office has funded a block grant mitigation program. The goal of the program is to assist communities to establish or update codes to ensure structures, both residential and commercial, built can withstand future hazards. Denton County is in an eligible area and Lakewood Village would qualify for up to \$300,000 with no requirement to match funds.

#### Eligible Activities:

- Building Code Updates
- Flood Damage Prevention Ordinance Update
- Zoning Ordinance Update
- Comprehensive Plan Update
- Land Use Plan Update
- Community outreach and education efforts on mitigation opportunities and best practices

I have prepared a request for proposals for grant administration and planning services. The grant administrator fees would be covered by grant funds. Council has control over which activities we pursue with the grant funds. The grant administrator would oversee the grant and contract with professionals to prepare documents for council approval.



**REQUEST FOR PROPOSALS**

**GRANT ADMINISTRATION AND  
PLANNING SERVICES**

**SEALED PROPOSALS DUE:  
OCTOBER 6, 2023 12:00 P.M.**

## PART I. GENERAL

The Town of Lakewood Village, hereafter referred to as “Town”, seeks to enter into an agreement with a qualified Individual, Firm, or Corporation, hereafter referred to as “Respondent,” to assist the Town in its application(s) for and implementation of one or more contracts, if awarded, from the 2022 Resilient Communities Program through the Texas General Land Office (GLO) Community Development & Revitalization. The Town is considering applying for funding for one or more of the following eligible activities:

- Development, adoption, and implementation of Building Codes that meet or exceed the standards set forth in the International Residential Code 2012 (IRC 2012);
- Development, adoption, and implementation of a Flood Damage Prevention Ordinance that meets CDBG-MIT requirements of at least 2 feet above base flood elevation.
- Development, adoption, and implementation of a Zoning Ordinance based upon a land use plan or comprehensive plan;
- Development, adoption, and implementation of forward -looking land use plans that integrate hazard mitigation plans;
- Development and adoption of forward-looking Comprehensive Plans that integrate hazard mitigation plans; or
- Public Service activities focused on education and outreach campaigns designed to alert communities and beneficiaries to opportunities to further mitigate identified risks through insurance, best practices, and other strategies. Public information activities leading to CRS credit accrual and CRS eligibility are eligible under this activity.

Multiple contracts may be awarded as a result of this solicitation. The Town will, in its sole discretion, determine the number of contracts awarded and may decide not to award any contracts.

The submission requirements for this proposal are further described in Part II of this Request for Proposal (RFP).

There is no expressed or implied obligation for the Town to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. All costs directly or indirectly related to preparation of a response to this RFP, any oral presentation required to supplement and/or clarify a proposal, and/or reasonable demonstrations which may be, at its discretion, required by the Town shall be the sole responsibility of and shall be borne completely by the proposer.

To be considered, one (1) bound original or an electronic (pdf) copy of the proposal must be received by the Town on or before 12:00 p.m., October 6, 2023. Only proposals submitted prior to the deadline for submission will be reviewed by a selection committee consisting of the Town staff and/or elected officials. It is the proposer’s responsibility to ensure that they receive any and all addenda related to

the proposal. It shall be the sole responsibility of the Respondent to ensure that their proposal is received by the Town within the time limit indicated. Late proposals will not be considered.

**1. CONTRACT INCORPORATION AND INSURANCE:**

The Respondent shall be aware that the contents of the successful proposal will become part of any subsequent contractual document that may arise from this RFP. Failure of a Respondent to accept this condition may result in proposal rejection.

Upon request, the successful vendor must submit proof of meeting necessary insurance requirements within then (10) business days of notification by the Town. Failure to respond within (10) business days will be grounds for declaring vendor non-responsive to specifications.

In addition, the Respondent shall obtain and maintain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof and shall continue to maintain the insurance policy in full force and effect during the term of an agreement entered into as a result of this solicitation.

**2. ATTACHMENTS:**

Attachment A is herein made a part of this solicitation:

- 2.1. Attachment A: Cost Proposal

**3. CLARIFICATION:**

For questions or clarifications of specifications, you may contact:

Linda Ruth, TRMC, CMC  
Town Administrator  
Town of Lakewood Village  
linda@lakewoodvillagetx.us  
972-294-5555

The individual listed above may be contacted by email for clarification of the specifications only. No authority is intended or implied that specifications may be amended, or alterations accepted prior to opening without written approval of the Town.

**4. EX PARTE COMMUNICATION:**

Please note that to ensure the fair evaluation of a solicitation, the Town prohibits ex parte communication (e.g., unsolicited) initiated by the Respondent to a Town representative evaluating or considering the solicitations prior to the time a decision has been made. Communication between Respondent and the Town will be initiated by the appropriate Town designee to obtain information or clarification needed to develop an accurate evaluation of the solicitation. Ex parte

communication may be grounds for disqualifying the offending Respondent from consideration for award.

**5. QUALIFICATIONS:**

The opening of a solicitation shall not be construed as the Town’s acceptance of such as qualified and responsive. The Town may make reasonable investigations deemed necessary and proper to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the Town all information for this purpose that may be requested. The Town reserves the right to reject any offer if the evidence submitted by, or investigation of, the Respondent fails to satisfy the Town that the Respondent is properly qualified to carry out the obligations of the contract and to complete the work described therein. All Respondents shall:

- 5.1. Be firms, corporations, individuals or partnerships normally engaged in the provision of the services as specified herein.
- 5.2. Have adequate organization, facilities, equipment, financial resources and personnel to ensure prompt and efficient service to the Town within the time specified, without delay or interference.
- 5.3. Respondent shall identify key project staff, task leaders and sub-contractors along with their expected services to the Town within the scope of work on behalf of the firm. Resumes shall be included for each of the individuals and sub-contractors referenced which demonstrate their qualifications to satisfy all the critical and service requirement areas. The Town reserves the right to approve or disapprove all sub-contractors.
- 5.4. Respondent shall give a past history and references in order to satisfy the Town in regard to the respondent’s qualifications.
- 5.5. Respondent is independent and licensed to do business in Texas.
- 5.6. No conflict of interest with regard to any other work performed by the firm for the Town.
- 5.7. Demonstrate experience and performance on comparable government engagements.
- 5.8. Quality of respondent’s professional personnel to be assigned and the quality of management and support personnel to be available for technical consultation.
- 5.9. Adequacy of proposed staffing plan for various segments of the engagement.

**6. EVALUATION AND CRITERIA:**

The Town reserves the right to reject any or all responses or to waive any irregularities or informalities in the response received at the sole discretion of the Town.

All solicitations received will be evaluated using the following criteria:

Cost of Grant Administration and Planning services offered	10 pts
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Respondent’s demonstrated experience and capacity to provide the services	30 pts
Respondent’s methodology, work plan, and timeline (technical approach)	30 pts
Thoroughness and clarity of response to RFP	30 pts
<b>Total</b>	<b>100 pts</b>

**7. AGREEMENT TERM:**

- 7.1. The initial term of the resulting agreement shall be for the full length of time required for applying for grant funds, completing all project tasks and administering any grant funds received until the grant closeout process is finished, beginning on the effective date. The agreement is expected to last for a period of up to twenty-seven (27) months, including three (3) months to apply for and secure grant funding from the GLO’s RCP program followed by up to twenty-four (24) months for completing the project tasks and administering the grant funding once it has been awarded; however, the period will be extended for the entire length of time necessary to complete the grant closeout process.
- 7.2. The Town reserves the right to review the Respondent’s performance at any time.
- 7.3. If the Respondent fails to perform its duties in a reasonable and competent manner, the Town shall give written notice to the Respondent of the deficiencies and the Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) days, the Town may terminate the agreement at any time or letter of engagement by giving the Respondent written notice of termination and the reason for the termination. The Town will reimburse for work performed to date.

**8. AWARD:**

The Town reserves the right to enter into an Agreement or a purchase order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the Town. Award announcement will be made upon Town Council approval of Selection Committee recommendation.

**PART II. PROPOSAL SUBMISSION**

**1. SOLICITATION UPDATES:**

Respondents shall be responsible for monitoring the Town’s website for any updates pertaining to the solicitation described herein. Various updates may include addenda, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The Town will not be held responsible for any further communication beyond updating the website.

2. **PROPOSAL DUE DATE:** Signed and sealed proposals are due no later than 12:00 p.m., October 6, 2023.
3. Mailed, carrier-delivered, or hand-delivered sealed proposals should be directed to the following address:

**Town of Lakewood Village**  
**Attn: Linda Ruth**  
**100 Highridge Drive**  
**Lakewood Village, TX 75068**

- 3.1. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation Title, Due Date and “DO NOT OPEN.”
- 3.2. Late responses will be returned to Respondent unopened if a return address is provided.
4. Electronic submissions should be directed to: linda@lakewoodvillagetx.us
  - 4.1. “RESILIENT COMMUNITIES PROGRAM GRANT ADMINISTRATOR - Complete copy of [Name of Respondent]’s submission.”
  - 4.2. The cost proposal shall be submitted as an attachment in PDF format separate from the proposal.
5. To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, due date and “**DO NOT OPEN.**” Responses shall be clear and concise and shall include at a minimum:

5.1. Title page, transmittal letter, index or table of contents, dividers for each section and all required attachments.

5.2. A separate cost proposal page.

The Respondent shall submit one (1) original signed paper copy. If submitting a hard copy of your proposal, the Cost Proposal shall be in a separate sealed envelope marked “Sealed Cost Proposal” and shall also include one (1) original signed paper copy, clearly marked.

Alternatively, the Respondent may submit one (1) electronic copy of its Response containing a complete copy of Respondent’s submission in an acceptable electronic format (PDF). A complete copy of the Response includes all documents required by this Solicitation.

If supplemental materials are included with the Response, each submission shall include such supplemental materials. The Response and accompanying documentation are the property of the Town and will not be returned.

5.3. Letter of Transmittal – Identify the services for which solicitation has been prepared.

5.3.1. Briefly state your firm’s understanding for the services to be performed and make a positive commitment to provide the services as specified.

5.3.2. A statement of affirmation warranting compliance with State of Texas laws with respect to foreign (non-state of Texas) corporations.

5.3.3. A statement of affirmation warranting responsibilities shall not be delegated or subcontracted without prior written permission of the Town.

5.3.4. A statement why the firm believes itself to be best qualified to perform the engagement and a statement that the response is a firm offer for the period stated.

5.3.5. Provide the name(s) of the person(s) authorized to make representations for the firm, their titles, address, telephone numbers and e-mail address.

5.3.6. The letter of each solicitation shall be signed by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individuals(s) signing the solicitation shall be clearly shown immediately below the signature.

5.4. Table of Contents – Clearly identify the materials by Tab and Page Number.

5.5. Previous Performance/Experience – Provide detailed information on firm and team experience with providing consultant services as described in the Scope of Work.

5.5.1. Respondent shall provide information on the circumstances and status of any disciplinary action taken or pending against the Respondent during the past three (3) years with state regulatory bodies or professional organizations.

5.5.2. List at least three (3) references. Indicate the scope of work, date, and the name and telephone number of the principal client contact.

5.5.3. List at least three (3) projects relevant to the performance of the proposed services under this RFP.

5.6. Available Resources and Respondent Location – Provide information on size, resources and business history of the firm.

5.6.1. Respondent shall state the size of the firm, the size of the Respondent's grant administration staff and planning staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

5.6.2. If the Respondent is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium shall be separately identified and the firm that is to serve as the principal grant administrator and principal planning services administrator shall be noted, if applicable.

5.7. Qualifications – Respondent shall identify the project team and provide statement of qualifications for those individuals to include education, professional registrations and areas and years of service in the respective field.

5.7.1. Identify and provide a resume for the principal supervisory and management staff, including engagement partners, managers, subcontractors, other supervisors and specialists, who would be assigned to the engagement. Provide information on the grant administration and/or planning experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in any professional organizations relevant to the performance of the grant administration and/or planning services.

5.8. Methodology – Respondent shall define the method and approach to be used. The Response shall set forth a work plan, including an explanation of the grant administration and planning services methodology to be followed to perform the services. In developing the work plan, reference shall be made to related materials, Town service and programs, and financial and other management information systems.

5.9. Timeline – Respondent shall provide a detailed schedule of the complete project as per the specifications contained herein.

5.10. Cost Proposal - Respondent shall include the cost proposal within “Attachment A” to provide services as described herein. The cost proposal must contain all pricing information relative to performing the grant administration and planning services (listed as two separate fees) as described in this request for proposals. The total all-inclusive maximum price to be proposed is to contain all direct and indirect costs.

### **PART III. SPECIFICATIONS**

#### **1. SCOPE OF WORK:**

The Respondent shall provide the following grant administration and planning services to the Town:

Respondent shall provide to the Town administration and planning services in support of 2022 Resilient Communities Program (RCP) qualified and funded projects and for all RCP grant awards provided to the Town for qualified projects. Respondents must be qualified to provide grant administration and planning services in compliance with the U.S. Department of Housing and Urban Development (“HUD”) and guidelines issued by the Texas General Land Office (GLO).

#### **2. DESCRIPTION OF SERVICES:**

Respondent must be able to perform the tasks listed herein or have the resources to partner with other qualified firms to be considered eligible for an award under this Solicitation. Respondents shall provide a detailed narrative of their experience as it relates to each of the items below.

Respondents shall clearly indicate if they intend to provide services in-house with existing staff or through subcontracting or partnership arrangements. The Respondent shall furnish pre-funding and post-funding grant administrative and planning services to complete the RCP projects, including, but not limited to the following:

### **Pre-Funding Services**

The Respondent will develop project scope, timelines, goals, metrics, and deliverables for CDBG-MIT RCP qualified projects and complete CDBG-MIT RCP Grant application. The provider will work with Town Staff and Engineering, as applicable, to provide the concise information needed for submission of a complete RCP funding application and related documents. The required information shall be submitted in the format required by the GLO. All payment for grant administration and planning services is contingent upon the Town being awarded funding through the RCP.

### **Post-Funding Services**

Respondent will provide planning services for projects approved for funding under the CDBG-MIT RCP Grant. The Respondent will serve as project manager and complete all project deliverables as identified in the scope of work and the grant agreement within the timeframe required by the GLO. Respondent will administer and complete all financial, project deliverable, and administrative reporting requirements for all eligible projects approved for RCP funding. The selected Respondent must follow all requirements of the Texas GLO Resilient Communities Program including, but not limited to the following:

#### **A. Grant Administration Services - General**

- i. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.
- ii. Assist in public hearings.
- iii. Work with GLO's system of record.
- iv. Provide monthly project status updates.
- v. Funding release will be based on deliverables identified in the contract.
- vi. Maintain document files to support compliance.
- vii. Financial duties:
  - a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
  - b. Assist subrecipient with the procurement of audit services.
  - c. Assist subrecipient in establishing and maintaining a bank account for disaster recovery funds.
  - d. Implementation and coordination of Affirmatively Furthering Fair Housing ("AFFH") requirements as directed by HUD and the GLO.

- e. Implementation and coordination of Section 504 requirements.
- f. Program compliance with Texas General Land Office requirements.
- g. Ensure that fraud prevention and abuse practices are in place and implemented.
- h. Prepare and submit all closeout documents.
- i. Submit all invoices no later than 60 days after the expiration of the contract.
- j. Assist in preparation of contract revisions and supporting documents including, but not limited to:
  - Amendments/modifications
  - Change orders.

**B. Planning Services – General**

- i. Develop and provide deliverables in accordance with GLO Performance Requirements including all elements and standards that must be met within time period specified by GLO for each activity.
- ii. Establish and define timelines, goals, and objectives necessary to complete activities within time period prescribed by the GLO.
- iii. Provide final reports for Town Council’s review, approval, and/or adoption as required to comply with program requirements.
- iv. Perform document control and management for all RCP funded projects
- v. Develop communications strategy including robust community engagement efforts (workshops, surveys, marketing, etc.) and support/assist the Town in carrying out such activities.
- vi. IT oversight as required.
- vii. Coordinate with local and regional planning efforts to ensure consistency, and promote community-level and/or regional (e.g., multiple local jurisdictions) mitigation planning.
- viii. Other support and consulting functions as required to carry out approved RCP projects.

The Town reserves the right to select a single firm/individual to provide any or all of the tasks in this scope of work or Town may choose to select multiple firms/individuals as a result of this RFP.

**3. GRANT DOCUMENT RETENTION AND ACCESS TO GRANT DOCUMENTS:**

All grant documents, including but not limited to applications, procurement documents, deliverables, progress reports, and closeout documents shall be retained, at the successful Respondent’s expense, for a minimum of three (3) years from closeout of the program by the GLO, unless the firm is notified in writing by the Town to extend the retention period. The

successful Respondent shall make grant documents accessible, upon request, to the following parties or their designees:

- 3.1. Town staff and elected officials
- 3.2. State or Federal Grant Agencies
- 3.3. State of Texas General Land Office
- 3.4. U.S. Department of Housing and Urban Development
- 3.5. Parties designated by the federal or state governments or by the Town as part of a grant monitoring process
- 3.6. Auditors of entities of which the Town is a subrecipient of grant funds.
- 3.7. Town auditors

**4. DELIVERABLES:**

The successful Respondent shall provide, but not be limited, to the Town the following deliverables:

- 4.1. A complete RCP grant application (all other deliverables are contingent upon the application being approved for an RCP Grant by the GLO).
- 4.2. All deliverables required by the GLO to meet all performance requirements of each RCP approved activity/project.
- 4.3. The required documents for the milestones that must be met in order to receive the reimbursement draws from the GLO.
- 4.4. A project closeout submittal for each RCP activity as required by the GLO.

**ATTACHMENT A**

**RESPONDENT PROPOSED FEES FOR SERVICES**

**PLEASE COMPLETE AND RETURN THIS FORM AS DESCRIBED IN PART II.**

**RESPONDENT'S NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PROPOSED FEE FOR GENERAL ADMINISTRATION SERVICES, BASED ON A TOTAL GRANT AWARD**

**OF \$300,000 FOR ONE OR MORE ELIGIBLE ACTIVITIES:**         **\$** \_\_\_\_\_

**PROPOSED FEE FOR PLANNING SERVICES, BASED ON A TOTAL GRANT AWARD OF \$300,000 FOR**

**ONE OR MORE ELIGIBLE ACTIVITIES:**   **\$** \_\_\_\_\_

**LIST ANY SERVICES OR COSTS NOT INCLUDED IN PROPOSED FEES:**

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**FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.**

**REQUEST FOR PROPOSALS**  
**TOWN OF LAKEWOOD VILLAGE**

The Town of Lakewood Village plans to apply for the 2022 Resilient Communities Program (RCP) through the Texas General Land Office (GLO) Community Development & Revitalization. Therefore, the Town is soliciting proposals to provide administration and/or planning services for RCP contract(s), if awarded. Please submit 3 hard copies and/or an electronic copy of your proposal of services and a statement of qualifications for the proposed services to the address below: Town of Lakewood Village, Attn: Linda Ruth, Town Administrator, 100 Highridge Drive, Lakewood Village, TX 75068, linda@lakewoodvillagetx.us. Proposals must be received by the Town no later than 12:00 p.m. October 6, 2023 to be considered. The Town reserves the right to negotiate with any and all individuals or firms that submit proposals and may award one or more contracts to one or more service provider(s). Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit proposals. The Town of Lakewood Village is an Affirmative Action/Equal Opportunity Employer. Servicios de traducción están disponibles por petición.

Subject: Request for Assignment of Land Development Agreement

Linda,

I am writing on behalf of Lakewood Village Partnership LLC to formally request the assignment of a Land Development Agreement to Skorburg Company in the City of Lakewood Village.

Lakewood Village Partnership LLC, hereinafter referred to as "the Assignor," is currently a party to a Land Development Agreement dated May 9<sup>th</sup> 2023 with the City of Lakewood Village, which pertains to the development of NorthShore Development. As a result of strategic restructuring and business decisions, the Assignor intends to assign all of its rights, interests, and obligations under the aforementioned Land Development Agreement to Skorburg Company, hereinafter referred to as "the Assignee."

We have carefully reviewed the terms and conditions of the Land Development Agreement, and it is our belief that Skorburg Company possesses the necessary expertise, financial capability, and resources to effectively fulfill the obligations and commitments set forth in the agreement. Therefore, we kindly request your approval for the assignment of the Land Development Agreement to Skorburg Company.

We are confident that Skorburg Company's commitment to quality and adherence to the agreed-upon timeline will contribute to the successful completion of the project. The Assignee is fully aware of the responsibilities and obligations outlined in the Land Development Agreement and is prepared to meet all requirements in a timely and efficient manner.

We kindly request that you acknowledge receipt of this letter within 3 days and provide guidance on any additional steps or documentation required for the assignment process. We would appreciate your prompt attention to this matter to ensure a seamless transition.

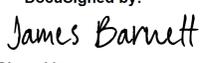
Thank you for your attention to this matter, and we look forward to your favorable response.

Sincerely,

Lakewood Village Partnership LLC

Todd Sortor

DocuSigned by:  
  
BA83498384C249E...

James Barnett   
DocuSigned by:  
7FE88D437E8647E...

Ron Craft   
DocuSigned by:  
2FD597C119CA44E...

**TOWN OF LAKEWOOD VILLAGE  
RESOLUTION NO. 23-XX**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, APPROVING AND AUTHORIZING THE ASSIGNMENT OF THAT CERTAIN DEVELOPMENT AGREEMENT DATED MAY 15, 2023, FROM LAKEWOOD VILLAGE PARTNERSHIP, LLC TO NORTSHORE LOT VENTURE, LTD.**

**WHEREAS**, on May 15, 2023, the Town of Lakewood Village, Texas, a general law municipality (the “Town”), and Lakewood Village Partnership, LLC, a Texas limited liability company (“LVP”) entered into that certain Development Agreement contemplated above (the “Agreement”); and

**WHEREAS**, Article XIV of the Agreement states that Lakewood Village Partnership, LLC 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 Northshore Lot Venture, LTD., a Texas limited partnership (“NLV”); and

**WHEREAS**, Northshore Lot Venture, LTD 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) Northshore Lot Venture, LTD purchasing approximately 38.519 acres of land located in the Town (the “Property”) from Lakewood Village Partnership, LLC.

**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 Lakewood Village Partnership, LLC to Northshore Lot Venture, LTD, as set forth in the Assignment of Development Agreement attached hereto as Exhibit A; *provided, however*, that this consent is

strictly conditioned upon Northshore Lot Venture, LTD purchasing the Property from Lakewood Village Partnership, LLC. If the foregoing condition is 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 Northshore Lot Venture, LTD purchasing the Property from Lakewood Village Partnership LLC. If the foregoing condition is 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 10th day of August 2023.**

---

Dr. Mark E. Vargus  
Mayor

ATTESTED:

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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 August \_\_\_\_\_, 2023, (the "Effective Date") by and between LAKEWOOD VILLAGE PARTNERSHIP, LLC, a Texas limited liability company ("Assignor"), and NORTHSHORE LOT VENTURE, LTD., a Texas limited partnership ("Assignee").

### RECITALS

- A. Assignor is a party to that certain Development Agreement dated on or about May 15, 2023 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 Section 3 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. 23-\_\_\_\_ on August 10, 2023, 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 Assignor (as defined in the Development Agreement), to the extent arising or occurring after the Effective Date.
- 5. 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.
- 6. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. 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.
  
8. 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.
  
9. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas.

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

**ASSIGNOR:**

LAKWOOD VILLAGE PARTNERSHIP, LLC, a Texas limited liability company

Name: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
 COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of LAKEWOOD VILLAGE PARTNERSHIP, LLC, a Texas limited liability company as the managing member thereof, for the purposes and consideration therein expressed, in the capacity therein stated and that he is authorized to do so.

GIVEN UNDER MY HAND A SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
 Notary Public in and for the State of Texas

**ASSIGNEE:**

NORTHSHORE LOT VENTURE, LTD.,  
a Texas limited partnership

By: NORTHSHORE LOT VENTURE GP  
CORPORATION, a Texas Corporation,  
its General Partner

By: \_\_\_\_\_  
Adam Buczek, President

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of NORTHSHORE LOT VENTURE GP CORPORATION, a Texas corporation on behalf of NORTHSHORE LOT VENTURE, LTD., a Texas limited partnership as the \_\_\_\_\_ thereof, for the purposes and consideration therein expressed, in the capacity therein stated and that he is authorized to do so.

GIVEN UNDER MY HAND A SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public in and for the State of Texas

# 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**"), and Lakewood Village Partnership LLC, a Texas limited liability company, ("**LVP**" or "**Developer**"), and is made and entered into effective as of the last 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**, LVP holds fee simple title to approximately 38.519 acres of land described by metes and bounds on the attached **Exhibit A** and depicted on the attached **Exhibit B** (the "**LVP Property**"). The LVP Property is located within the Town's municipal limits; and

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

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

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

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

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

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

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

**WHEREAS**, the Town is the certified retail treated water provider for the LVP 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 LVP Property, and the Parties intend for the Town to exclusively provide retail water and wastewater service to the LVP Property; and

WHEREAS, the development of the LVP Property will require the construction of certain onsite and offsite public infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; open space and landscaping, as well as land for all such public infrastructure (the "**Public Infrastructure**"); and of

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

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

## SECTION 1 RECITALS

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

## SECTION 2 REQUIRED IMPROVEMENTS

### 2.1 Public Infrastructure.

2.1.1 Standards. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by the Developer in compliance with state law and all applicable Town Ordinances, including without limitation, the Town's adopted zoning ordinances, subdivision regulations, design standards, and building codes (collectively the "**Town Regulations**"). Construction and/or installation of Public Infrastructure shall not begin until a Final Plat (defined below) of the LVP Property has been approved by the Town, and complete and accurate civil engineering plans and specifications have been submitted by LVP Property and approved by the Town in accordance with all applicable Town Regulations. In addition to compliance with other requirements of Town Regulations applicable to contracts for construction of the Public Infrastructure, each contract for construction of Public Infrastructure for the development shall require a two-year maintenance bond following final acceptance of such Public Infrastructure by Town, which bond shall be on a form approved by the Town Attorney and shall name the Town as oblige/beneficiary. All Public Infrastructure, including all requirements in Section 2, will be constructed by the Developer at its sole cost within one hundred and eighty (180) days of final plat approval and will be continuously constructed until completion.

2.1.2 ROW Dedication for Eldorado Parkway Expansion. Developer will dedicate in fee simple to the Town all right-of way as required by Town Regulations and this Agreement for the widening of Eldorado Parkway (the "**Entry Street**"); such dedication shall consist of approximately 400 feet (length) and 12 feet wide of right-of-way. The right-of-way dedication for the Entry Street shall be at Developer's sole expense, as generally shown

on the Concept Plan and as depicted in **Exhibit D**. Notwithstanding the foregoing, Developer understands and agrees that the actual amount of land dedicated for right-of-way and its exact location shall be based upon the approved final plat for the LVP Property. The right-of-way for the Entry Street will be dedicated simultaneously with or as part of the final plat application for all or any portion of the LVP Property. As used herein, the term Final Plat shall refer to a final plat for all and/or any portion of the LVP Property that has been approved by the Town in accordance with applicable Town Regulations (the "**Final Plat**")

- 2.1.3 **Entry Road Improvement.** As generally depicted in **Exhibit D** and in accordance with the approved Final Plat and Town Regulations, Developer shall, as its sole cost and expense, design and construct at no cost to the Town, a fourteen (14) foot wide roadway extension in the expanded right-of-way on the Entry Street dedicated to the Town for the purpose of widening Eldorado Parkway. Construction will occur with street construction in the LVP Property.
- 2.1.4 **Paving.** As generally depicted in **Exhibit E** and in accordance with the approved Final Plat and Town Regulations, Developer shall, as its sole cost and expense, design and construct at no cost to the Town, approximately 800 foot long, and three foot wide roadway extension in the right-of-way for the purpose of widening Eldorado Parkway. Construction will occur concurrently with street construction in the LVP Property
- 2.1.5 **Landscaping.** In accordance with Town Regulations and a Town approved landscaping plan, Developer shall install, at Developer's sole expense, landscaping in the area adjacent to the right-of-way expansion for the Entry Road, as generally depicted in **Exhibit D1 and Exhibit E1**. At minimum, the landscaping plan shall provide for a fifteen foot (15') wide berm, or natural screen (no fences), the plans, dimensions and location of which shall be subject to Town approval as part of the Developer proposed landscape plan.
- 2.1.6 **Entry Street Sidewalk.** In accordance with Town Regulations, as amended, and at a location as generally depicted in **Exhibit D1 and Exhibit E1**, Developer shall design and construct a five (5) foot meandering sidewalk adjacent to the right-of-way. Such sidewalk shall be designed and constructed at Developer's sole cost and expense. Plans, dimensions, and location of sidewalk shall be subject to Town approval.
- 2.1.7 **Waterline.** Developer agrees to that the size of the waterline that they will be required to install will be determined by the Town Engineer. The Town will provide the sizing information to the developer within 60 days of the full execution of this document.

## **2.2 Entry Feature**

- 2.2.1 **Entry Feature.** Developer shall, as its sole cost and expense, design and construct at no cost to the Town and with Town approval, an entry feature to be located at the entrance to the development from Eldorado Parkway (the "**Entry Feature**") including a design similar to the entry feature depicted in **Exhibit F**. The Entry Feature shall be constructed concurrently with the street construction of the LVP Property.

### **2.3 Cost Reimbursement for Entry Street and Waterfall Entry Feature**

- 2.3.1 Except for those fees expressly waived in this Agreement, Developer shall pay Town all fees due for the development of the LVP Property as required by Town Regulations, as amended. The Town agrees to waive all impact fees in the Town's Code of Ordinances as consideration for the Entry Street improvements and for the Entry Feature for the LVP Property. Other fees of the Town shall be paid by the Developer or Builder before permitting, including tap fees, building permit fees, sewer\water inspection fees, water deposits, etc.

### **2.4 Capital Fee Per Lot**

- 2.4.1 Developer shall pay or shall bind the purchaser of each lot in the LVP Property to pay a \$13,000 per lot capital contribution fee to the Town. The capital contribution fee shall be paid by the Developer or lot owner or the builder when an initial building permit application on a lot is submitted to the Town. Developer shall incorporate the capital contribution fee requirement into any and all purchase agreements for all lots in the LVP Property. Developer shall incorporate an automatic reversionary clause into all deeds to builders or lot owners that requires builders or lot owners to seek permits within 36 months of lot purchase.

### **2.5 Improvement Costs**

- 2.5.1 Off-site Water and Wastewater Facilities. The Town (i) is the wastewater provider for the LVP Property, (ii) will provide sufficient wastewater capacity to serve the LVP Property as developed in accordance with the Concept Plan, and (iii) will provide the necessary wastewater capacity for Developer's full development of the LVP Property.
- (a) Obligation to Construct. Developer shall construct or cause the construction of a lift station, wastewater lines, and water lines ("Water and Wastewater Facilities") at locations designated by the Town, which will serve the LVP Property. The Water and Wastewater Facilities shall be designed by a registered civil engineer in accordance with applicable law, including Town Regulations. After construction and acceptance by the Town, all Water and Wastewater Facilities designed and constructed to serve LVP Property will be owned, operated, and maintained by the Town.
- 2.5.2 Regional Lift Station. Within Ten (10) business days following the contract approval of the Regional Lift Station construction, by and between the Town and the Town's approved contractor for the regional lift station, Developer shall pay to the town the Developer's proportionate share of the regional lift station costs as amended by the Town Engineer and approved by the Town. Developer shall be responsible for the proportionate share of any related costs which exceed the initial allocation. Similarly, the Town agrees to refund to Developer their proportionate share of any excess funds remaining after construction of the lift station.

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

- 2.6.1 Open Space. Developer agrees to dedicate in fee a minimum of three (3) acres to the Town for use as open space in the locations generally shown on the Concept Plan. The dedication will occur at Final Plat in accordance with this Agreement and Town Regulations. The Entry Way, entrance side lots, berm and sidewalk area are to be considered as open space.
- 2.6.2 Maintenance of Park Space. Developer will not create a Homeowners Association, and the Town will assume responsibility for maintaining the open space upon filing of a final plat.

## **2.7 Development Standards**

- 2.7.1 Development Standards. Developer agrees that construction of homes and development of the LVP Property shall be done in accordance with the standards and requirements set forth in this Agreement, in the Town of Lakewood Village Zoning Ordinance No. 19-02 and Development Standards, attached hereto as Exhibit G. Developer shall file Exhibit G in the land records for the LVP Property and shall include Exhibit G, "Development Standards," in deeds to lot owners as deed restrictions so that such standards are covenants that run with the LVP Property and are enforceable upon current and future owners of the LVP Property, including without limitation End-Buyers (defined below). In the event of a conflict between the regulations for the LVP Planned Development and Zoning Ordinance 19-02 and the Development Standards, the Parties agree the Development Standards shall control. The Parties agree that the Concept Plan, Development Standards and the applicable provisions of this Agreement memorialize the plan for development of the LVP Property as provided for in the Texas Local Government Code and other applicable law. The Town agrees to consider zoning the LVP Property consistent with the Concept Plan, Development Standards and applicable provisions of this Agreement. Through this Agreement, the Developer expressly consents and agrees to submit an application for and to request zoning of the LVP Property consistent with and as contemplated by this section. The Developer agrees that nothing in this Agreement shall prevent Exhibit G, of this Agreement, and the Town Regulations, including but not limited to zoning, from being enforced against an End-Buyer. Nothing provided in this section should be construed as a waiver of the Town Council's legislative authority or discretion.
- 2.7.2 The Parties agree the Concept Plan was created by the Developer for illustrating the boundary, lot mix and general layout and dimensions of the Development. Any amendment agreed to by the Parties to the Concept Plan or subsequent Preliminary Plat shall be considered an amendment to this Agreement and, upon approval, shall replace the attached Preliminary Plat and become a part of this Agreement. The Mayor may administratively approve any amendments to the Preliminary Plat that the Mayor deems in his reasonable discretion to be minor in nature. If the Mayor deems an amendment to not be minor in nature, the Preliminary Plat may be amended as set forth in the Town Regulations. The preliminary plat under this agreement supersedes the previous preliminary plat submittal approved by the Town Council on February 10<sup>th</sup>, 2022 and vacated on January 12, 2023. The Concept Plan under this agreement supersedes any previously submitted concept plan.

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

### SECTION 3 ASSIGNMENT AND ENCUMBRANCE

#### 3.1 Assignment by Developer to Successors.

- 3.1.1 The Developer has the right, only with the Town's written consent (which shall not be unreasonably withheld, delayed or conditioned) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement, to any person or entity (an "Developer Assignee") that (i) is or will become an owner of any portion of the LVP Property or (ii) is controlled by or under common control by the Developer and becomes an owner of any portion of the LVP Property, provided that the Developer is not in breach of this Agreement at the time of such assignment. A Developer Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer Assignee. Notice of each proposed assignment to a Developer Assignee shall be provided to the Town at least thirty (30) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Developer Assignee.

- 3.1.2 Each assignment shall be in writing executed by the Developer and the Developer Assignee and shall obligate the Developer Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a Developer Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the Town agrees to look solely to the Developer Assignee for the performance of all obligations assigned to the Developer Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Developer Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the Town within 15 days after execution, Developer shall not be released until the Town receives such copy of the assignment.
- 3.1.3 No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the Town approves the release in writing.
- 3.1.4 The Developer shall maintain written records of all assignments made to Developer Assignees, including a copy of each executed assignment and the Developer Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.
- 3.2 Collateral Assignments. The Developer and Developer Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written notice to, the Town. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the Town has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the Town agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the LVP Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the LVP Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the LVP Property until all defaults under this Agreement with respect to the acquired portion of the LVP Property have been cured.
- 3.3 Transfer of Warranties. Any Public Infrastructure that are transferred to the Town shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

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

#### SECTION 4 RECORDATION AND ESTOPPEL CERTIFICATES

- 4.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of Denton County. This Agreement binds and constitutes a covenant running with the LVP Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for Development within the LVP Property. This Agreement, when recorded on or after the Effective Date, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the LVP Property; however, except for the Development Standards provided in Exhibit G which Developer shall file in the land records as deed restrictions running with the LVP Property, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a fully developed and improved lot (an "End-Buyer") but shall not negate the End-Buyer's obligation to comply with the Town's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.
- 4.2 Estoppel Certificates. From time to time upon written request of the Developer, if needed to facilitate a sale of all or a portion of the LVP Property or a loan secured by all or a portion of the LVP Property, the Town will execute a written estoppel certificate in a form and substance satisfactory to the Town, to its reasonable knowledge and belief, identifying any obligations of the Developer under this Agreement that are in default. The Developer shall pay the Town \$300 at the time of the Developer's request for an estoppel certificate for each request in excess of one per calendar year.

#### SECTION 5 INSURANCE, INDEMNIFICATION AND RELEASE

- 5.1 Insurance.
- 5.1.1 With no intent to limit any contractor's liability or obligation for indemnification, the Developer shall maintain or cause to be maintained, by the persons constructing the Public Infrastructure, certain insurance, as provided below in full force and effect at all times

during construction of the Public Infrastructure and shall require that the Town is named as an additional insured under such contractor's insurance policies.

5.1.2 With regard to the obligations of this Agreement, the Developer shall obtain and maintain in full force and effect at its expense, or shall cause each contractor to obtain and maintain at their expense, the following policies of insurance and coverage:

- (a) Commercial general liability insurance insuring the Town, contractor and the Developer against liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the activities of Developer, the contractor, the Town and their respective officers, directors, agents, contractors, or employees, in the amount of \$1,000,000 Per Occurrence or a limit equal to the amount of the contract amount, \$2,000,000 General Aggregate Bodily Injury and Property Damage. The contractor may procure and maintain a Master or Controlled Insurance policy to satisfy the requirements of this section, which may cover other property or locations of the contractor and its affiliates, so long as the coverage required in this section is separate;
- (b) Worker's Compensation insurance as required by law;
- (c) Business automobile insurance covering all operations of the contractor pursuant to the Construction Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability.

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

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

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

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

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

5.6 INDEMNIFICATION.

**DEVELOPER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD THE TOWN AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR ENTITIES, THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S ACT OR OMISSION, INCLUDING BUT NOT LIMITED TO BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, ANY ACT OR OMISSION, INCLUDING BUT NOT LIMITED TO ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE TOWN, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS IF FOUND BY A COURT. THE TOWN DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

**DEVELOPER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND THE TOWN AGAINST ALL SUCH CLAIMS. TOWN RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, TOWN IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY TOWN IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND TOWN OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY**

TOWN PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF TOWN'S WRITTEN NOTICE THAT TOWN IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, TOWN SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE TOWN.

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

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

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

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

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

(C) NUISANCE.

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

(III) THE DEVELOPER HEREBY AGREES, STIPULATES AND ACKNOWLEDGES THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY

THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. THE DEVELOPER WAIVES AND RELEASES ALL CLAIMS IT MAY HAVE AGAINST THE CITY RELATED TO THIS AGREEMENT, INCLUDING: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

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

#### SECTION 6 GENERAL PROVISIONS

- 6.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council of the Town; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.
- 6.2 Conflicts. In the event a court of competent jurisdiction determines there is a conflict between this Agreement and the application of any other ordinance, rule, regulation, standard, policy, order, guidelines or other Town-adopted or Town-enforced requirement, whether existing on the Effective Date or hereinafter adopted, then this Agreement shall control. In the event of any conflict between any final plat and the final zoning, the final plat shall control.
- 6.3 Default; Remedies. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

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

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

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

6.4 Force Majeure. In the event any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, other than any Party's obligations to pay funds to any other Party, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused, to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and the full particulars of such force majeure to the other Parties. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure", as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, County or any civil or military authority, insurrections, protests, riots, vandalism, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, fire, subsidence, partial or entire failure of water supply, electric supply, and inability to provide water necessary for operation of the water and sanitary sewer systems hereunder, or of the Town to receive wastewater, and other similar 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.

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

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

If to the Town, to:

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

with a copy to:

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

If to LVP, to:

Todd Sortor  
Attn:

Telephone: 214-783-8686  
Fax:  
Email: toddsortor@gmail.com

with copy to:

Toates Law Firm, PLLC  
Attn: W. Russell Toates  
5501 LBJ Frwy, Suite 220  
Dallas, Texas 75240  
Telephone: 214-827-5900  
Fax: 214-602-6491

E-mail: [russ@toateslaw.com](mailto:russ@toateslaw.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.

- 6.7 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
- 6.8 Reservation of Rights. All rights, powers, privileges and authority of the Parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the Parties and, from time to time, may be exercised and enforced by the Parties.
- 6.9 Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the Parties hereto or any provisions hereof, or in ascertaining the intent of any Party, with respect to the provisions hereof.
- 6.10 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.
- 6.11 Amendments. This Agreement may only be amended by a written agreement signed by the Parties.
- 6.12 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.
- 6.13 Authority and Enforceability. The Town represents and warrants that this Agreement has been approved by official action by the Town Council of the Town in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Town has been duly authorized to do so. The Developer represents and warrants that this

Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

- 6.14 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the Town does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the Town waives its sovereign immunity as to suit solely under Section 6.3 of this Agreement.
- 6.15 Construction and Venue. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, as such laws are now in effect, and all obligations of the Parties are performable in Denton County in which the LVP Property is located. Exclusive venue for any action to enforce or construe this Agreement shall be in Denton County, Texas.
- 6.16 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.
- 6.17 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.
- 6.18 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 6.19 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the Town Council seated at the time that this Agreement is executed or any future Town Council.
- 6.20 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.
- 6.21 Form 1295 Certificate. The Developer represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Developer has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. The Developer further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the Town

and the contract identification number, the Town is not responsible for the information contained in the Form 1295 completed by the Developer. The information contained in the Form 1295 completed by the Developer has been provided solely by the Developer and the Town has not verified such information.

6.22 Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable compliance with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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

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

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

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

6.24 Verification Regarding Discrimination Against Fossil Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such

Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

6.25 Verification Regarding No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification and the following definitions,

(a) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association,

(b) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable

an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and

(c) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code."

6.26 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the Chapter 380 grant payments granted herein within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101 (c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

6.27 Chapter 380 Reporting. The City agrees to timely report this Agreement to the State Comptroller in accordance with Section 403.0246 of the Texas Government Code and Chapter 380 of the Texas Local Government Code.

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

- Exhibit A LVP Property Metes & Bounds
- Exhibit B LVP Property Depiction
- Exhibit C Concept Plan
- Exhibit D ROW Dedication (west of development entrance)
- Exhibit D1 Sidewalk and Landscaping (west of development entrance)
- Exhibit E Eldorado Paving (east of development entrance)
- Exhibit E1 Sidewalk and Landscaping (east of development entrance)
- Exhibit F Entrance Water Feature
- Exhibit G Development Standards

*[Remainder of page intentionally left blank.]*

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

TOWN OF LAKEWOOD VILLAGE, TEXAS

By: Mark E Vargus

Name: Dr Mark E. Vargus

Title: Mayor

Date: 5/15/2023

ATTEST:

By: Linda Ruth

Name: Linda Ruth

Title: Town Secretary

Date: 5/15/2023



APPROVED AS TO FORM

Andy Mason  
Name:

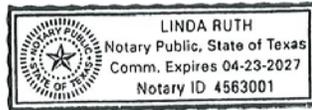
STATE OF TEXAS

§  
§  
§

COUNTY OF DENTON

This instrument was acknowledged before me on the 15<sup>th</sup> day of May, 2023 by Dr Mark E. Vargus the Mayor of the Town of Lakewood Village, Texas, on behalf of said Town.

(SEAL)



Linda Ruth  
Notary Public, State of Texas

DEVELOPER:

Lakewood Village Partnership, LLC

By:

Name: Todd

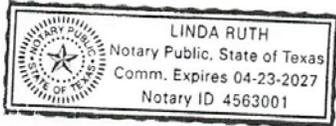
Its: Member

Date: 5/9/2023

STATE OF TEXAS           §  
  §  
COUNTY OF DENTON       §

This instrument was acknowledged before me on the 9 day of May, ~~2022~~<sup>2023</sup>,  
by Todd Sostor, of Lakewood Village Partnership, LLC,  
on behalf of such limited liability corporation.

(SEAL)



Linda Ruth  
Notary Public, State of Texas

TS

CONVEYED TO ATALBOURNE LIMITED AS RECORDED IN VOLUME an, PAGE 618 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, BEARING BASIS FOR THIS PLAT OF SURVEY IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, N.A.D. 83, SAID 0.329 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT 1/2" IRON ROD FOUND LOCATED AT AN INTERIOR ELL CORNER OF THE SAID TRACT OF LAND CONVEYED TO ATALBOURNE LIMITED;

THENCE ALONG THE COMMON LOT LINE OF THE SAID 19.297 ACRE TRACT OF LAND AND THAT CERTAIN 19.237 ACRE TRACT OF LAND CONVEYED TO R-INN VENTURE INCORPORATED AS RECORDED IN VOLUME 1966, PAGE 368 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS, THE FOLLOWING FOUR COURSES:

N 89°28'54" E, A DISTANCE OF 74.20 FEET;

N 00°31'06"W, A DISTANCE OF 417.42 FEET;

S 89°28'54" W, A DISTANCE OF 74.20 FEET;

N 00°31'06° W, A DISTANCE OF 200.11 FEET TO A 5/8" IRON ROD CAPPED -CARTER & BURGESS" SET AND THE POINT OF BEGINNING;

THENCE S 59°35'02" W, A DISTANCE OF 963.00 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET;

THENCE N 00°31'06" W, ALONG THE COMMON LOT LINE OF THE SAID 19297 ACRE TRACT OF LAND AND THAT CERTAIN 20.231 ACRE TRACT OF LAND CONVEYED TO TOM TIPS LIMITED PARTNERSHIP AS RECORDED IN VOLUME 1990, PAGE 731 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, A DISTANCE OF 20.74 FEET TO THE EXISTING SOUTHEASTERLY RIGHT-OF-WAY LINE OF GARZA LANE (60' R.O.W);

THENCE N 59°57'24" E, ALONG SAID EXISTING SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 959.43 FEET;

THENCE S 00°31'06" E, ALONG THE COMMON LOT LINE OF THE SAID 19297 ACRE TRACT OF LAND, A DISTANCE OF 13.54 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.329 ACRES OF LAND MORE OR LESS.

**EXHIBIT A**

**LVP PROPERTY METES & BOUNDS**

**Tract 1**

Being a tract or parcel of land situated in the Benj. C. Shahan Survey, Abstract No. 1169, City of Lakewood Village, Denton County, Texas, and being more particularly described as follows;

BEGINNING at an iron pin set for corner in the Southeasterly right-of-way line of Old Hwy. 24 (60' R.O.W.);

THENCE, North 60°21'40" East, along said Southeasterly right-of-way line, a distance of 960.52 feet to an iron pin set for corner;

THENCE, South, departing said Southeasterly right-of-way line, a distance of 218.26 feet to an iron pin set for corner;

THENCE, East a distance of 74.20 feet to an iron pin set for corner;

THENCE, South, a distance of 417.42 feet to an iron pin set for corner;

THENCE, West, a distance of 74.20 feet to an iron pin set for corner;

THENCE, South, a distance of 1255.06 feet to an iron pin set for corner;

THENCE, North 31°53'27" West, a distance of 232.77 feet to a Government Monument for corner;

THENCE North 25°34'34" West, a distance of 490.33 feet to a Government Monument for corner;

THENCE, South 09°44'40", a distance of 222.92 feet to an iron pin set for corner;

THENCE, West, a distance of 45.03 feet to an iron pin set for corner;

THENCE, North, a distance of 612.04 feet to an iron pin set for corner;

THENCE, West, a distance of 417.42 feet to an iron pine set for corner;

THENCE, North, a distance of 383.48 feet to the point of beginning and containing 19.297 acres of land, more or less. (849,560,869 sq. ft.)

SAVE AND EXCEPT:

BEING A 0.329 ACRE TRACT OF LAND SITUATED IN THE B.C. SHAHAN SURVEY, ABSTRACT NO. 1169, CITY OF LAKEWOOD VILLAGE, DENTON COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 12.297 ACRE TRACT OF LAND

## Tract 2

BEING ALL THAT CERTAIN, LOT, TRACT OR PARCEL OF LAND SITUATED IN THE BENJAMIN C. SHAHAN SURVEY, ABSTRACT NO. 1169 IN THE CITY OF LAKEWOOD VILLAGE, DENTON COUNTY, TEXAS, AND BEING A RESURVEY OF THE 19.5506 ACRE PROPERTY DESCRIBED IN DEED TO UNIBRUS, INC., BY DEED RECORDED UNDER INSTRUMENT NUMBER 111087 OF THE OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH YELLOW PLASTIC CAP FOUND IN THE SOUTHEASTERLY RIGHT OF WAY LINE OF ELDORADO PARKWAY (80 FOOT RIGHT OF WAY) FORMERLY KNOWN AS GARZA LANE (60 FOOT RIGHT OF WAY), SAID POINT BEING THE NORTHEAST CORNER OF SUBJECT PROPERTY AND BEING COMMON TO THE NORTHWEST CORNER OF A CALLED 15.419 ACRE TRACT OF LAND CONVEYED TO MIGUEL HERRERA BY DEED RECORDED UNDER COUNTY CLERKS FILE NO. 2004-69012 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS;

THENCE SOUTH 00°54'38" EAST AND DEPARTING THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID ELDORADO PARKWAY AND FOLLOWING ALONG THE EAST LINE OF AFORESAID UNIBRUS, INC., TRACT COMMON TO THE MIGUEL HERRERA CALLED 15.419 ACRE TRACT, AND ALONG AN EXISTING PLASTIC RAIL FENCE LINE FOR A DISTANCE OF 1042.84 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID MIGUEL HERRERA CALLED 15.419 ACRE TRACT;

THENCE NORTH 88°50'56" EAST AND FOLLOWING ALONG THE COMMON LINE OF SAID MIGUEL HERRERA CALLED 15.419 ACRE TRACT AND THE UNIBRUS, INC., TRACT AND ALONG A PLASTIC RAIL FENCE FOR A DISTANCE OF 489.23 FEET TO A 1/2" IRON ROD FOUND FOR CORNER, SAID POINT BEING COMMON TO AN ELL CORNER OF A CALLED 19.429 ACRE TRACT DESCRIBED IN DEED TO PHILIP HANCOCK, ET AL AS RECORDED IN VOLUME 2006 AT PAGE 47468 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS;

THENCE SOUTH 00°26'11" EAST AND FOLLOWING ALONG THE WEST LINE OF SAID PHILIP HANCOCK CALLED 19.429 ACRE TRACT, COMMON TO THE EAST LINE OF SAID UNIBRUS INC., TRACT, FOR A DISTANCE OF 215.50 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RPLS1890" SET FOR CORNER;

THENCE SOUTH 89°32'41" WEST AND CONTINUING ALONG THE COMMON LINE OF SAID PHILIP HANCOCK CALLED 19.429 ACRE TRACT AND SAID UNIBRUS, INC., TRACT FOR A DISTANCE OF 436.79 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RPLS1890" SET FOR CORNER;

THENCE SOUTH 00°29'43" EAST AND CONTINUING ALONG THE COMMON LINE OF SAID PHILIP HANCOCK CALLED 19.429 ACRE TRACT AND SAID UNIBRUS, INC., TRACT FOR A DISTANCE OF 772.34 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RPLS1890" SET FOR THE SOUTHEAST CORNER OF SAID UNIBRUS, INC., TRACT AND ALSO BEING THE SOUTHWEST CORNER OF SAID PHILIP HANCOCK CALLED 19.429 ACRE TRACT, LOCATED ON THE BOUNDARY LINE OF LAKE LEWISVILLE ALSO KNOWN AS GARZA LITTLE ELM RESERVOIR, AND BEING WITNESSED BY A BRASS GOVERNMENT MONUMENT IN CONCRETE STAMPED "E-418-9" FOUND BEARING NORTH 73°26'46" EAST AT A DISTANCE OF 8.81 FEET;

THENCE SOUTH 73°26'46" WEST AND FOLLOWING ALONG THE BOUNDARY LINE OF LAKE LEWISVILLE, ALSO KNOWN AS GARZA LITTLE ELM RESERVOIR, FOR A DISTANCE OF 404.31 FEET TO A CORPS OF ENGINEERS BRASS MONUMENT IN CONCRETE STAMPED "E-418-10" FOUND FOR THE SOUTHWEST CORNER OF SAID UNIBRUS, INC., TRACT, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF A CALLED 19.297 ACRE TRACT DESCRIBED IN DEED TO ALBOURNE REALTY AS RECORDED IN VOLUME 4289 AT PAGE 27 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS;

THENCE NORTH 32°19'52" WEST AND CONTINUING ALONG THE BOUNDARY LINE OF LAKE LEWISVILLE, ALSO KNOWN AS GARZA LITTLE ELM RESERVOIR, FOR A DISTANCE OF 54.68 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RPLS1890" SET FOR A SOUTHERN CORNER OF SAID ALBOURNE TRACT, SAID POINT ALSO BEING THE MOST SOUTHWESTERLY CORNER OF AFORESAID UNIBRUS INC., TRACT;

THENCE NORTH 01°01'28" WEST AND FOLLOWING ALONG THE COMMON LINE OF SAID ALBOURNE CALLED 19.297 ACRE TRACT AND THE UNIBRUS, INC., TRACT FOR A DISTANCE OF 1255.06 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RPLS1890" SET FOR CORNER AND BEING WITNESSED BY A 1/2" IRON ROD FOUND BEARING NORTH 01°01'28" WEST AT A DISTANCE OF 20.0 FEET;

THENCE NORTH 89°22'28" EAST AND FOLLOWING ALONG THE COMMON LINE OF SAID ALBOURNE CALLED 19.297 ACRE TRACT AND SAID UNIBRUS, INC., TRACT FOR A DISTANCE OF 74.20 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RPLS1890" FOUND FOR CORNER;

THENCE NORTH 00°38'58" WEST AND CONTINUING ALONG THE COMMON LINE OF SAID ALBOURNE CALLED 19.297 ACRE TRACT AND SAID UNIBRUS TRACT

FOR A DISTANCE OF 417.42 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RPLS1890" FOUND FOR CORNER AND BEING WITNESSED BY A 1/2" IRON ROD FOUND BEARING NORTH 00°38'58" WEST AT A DISTANCE OF 19.9 FEET;

THENCE SOUTH 89°22'28" WEST AND CONTINUING ALONG THE COMMON LINE OF SAID ALBOURNE CALLED 19.297 ACRE TRACT AND SAID UNIBRUS, INC., TRACT FOR A DISTANCE OF 74.17 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RPLS1890" FOUND FOR CORNER AND BEING WITNESSED BY A 1/2" IRON ROD FOUND BEARING NORTH 00°37'32" WEST AT A DISTANCE OF 19.9 FEET;

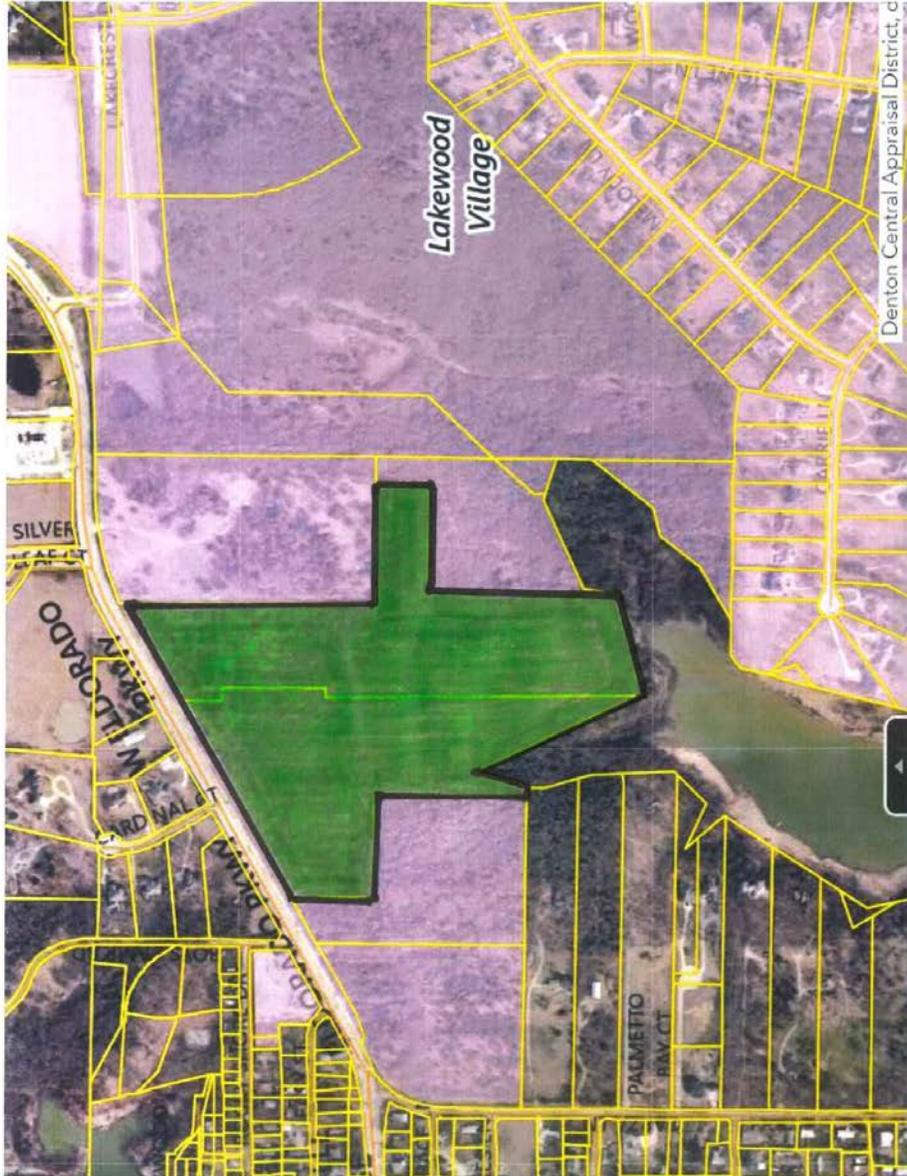
THENCE NORTH 00°37'32" WEST AND CONTINUING ALONG THE COMMON LINE OF SAID ALBOURNE CALLED 19.297 ACRE TRACT AND SAID UNIBRUS, INC., TRACT FOR A DISTANCE OF 205.32 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RPLS1890" FOUND FOR THE NORTHWEST CORNER OF SAID UNIBRUS, INC., TRACT, SAID POINT BEING LOCATED ON THE AFORESAID SOUTHEASTERLY RIGHT OF WAY LINE OF ELDORADO PARKWAY, AS ESTABLISHED BY THE 0.098 ACRE RIGHT OF WAY DEDICATION DEED TO DENTON COUNTY, TEXAS AS RECORDED IN VOLUME 4141 AT PAGE 1134 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS;

THENCE NORTH 59°35'02" EAST (BASIS OF BEARINGS PER DEED TO DENTON COUNTY, TEXAS RECORDED IN VOLUME 4141 AT PAGE 1134 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS) AND FOLLOWING ALONG THE SOUTHEASTERLY OF SAID ELDORADO PARKWAY FOR A DISTANCE OF 385.99 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RPLS1890" FOUND FOR CORNER, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 914.92 FEET WITH A CENTRAL ANGLE OF 02°35'16" AND A CHORD BEARING NORTH 60°47'12" EAST AT A DISTANCE OF 41.32 FEET;

THENCE NORTHEASTERLY AND FOLLOWING ALONG SAID CURVE TO THE RIGHT AND CONTINUING ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID ELDORADO PARKWAY FOR AN ARC DISTANCE OF 41.32 FEET TO THE POINT OF BEGINNING AND CONTAINING 19.5506 ACRES OF LAND, MORE OR LESS.

**EXHIBIT B**

**LVP PROPERTY DEPICTION**



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



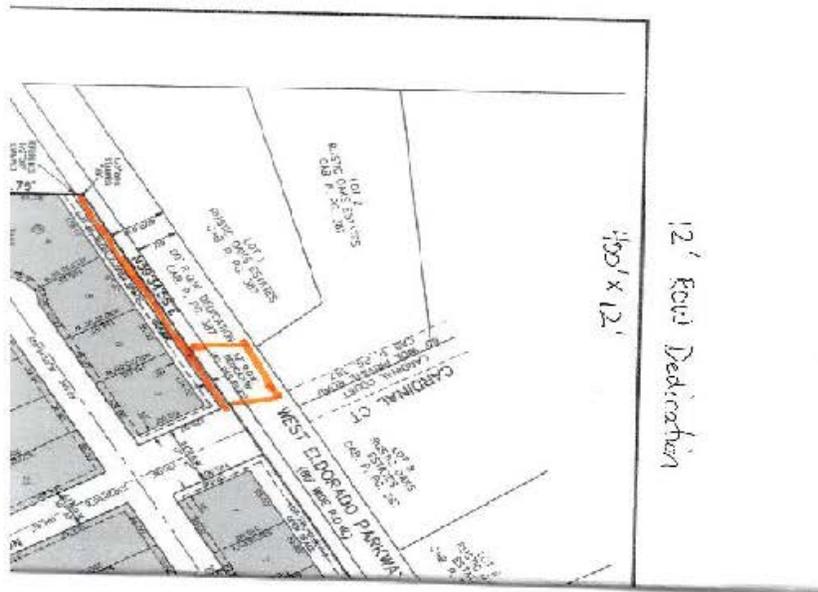
**EXHIBIT D**

**ENTRY STREET**

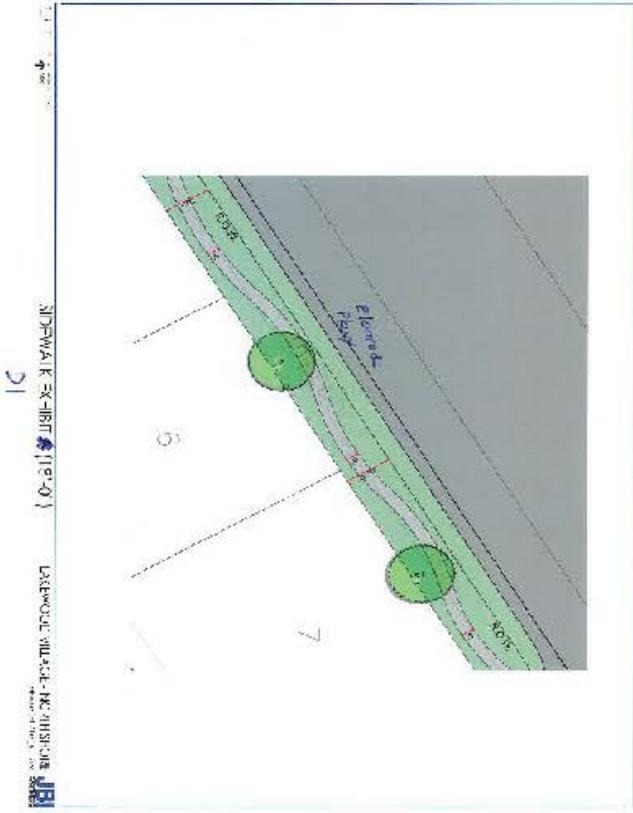
**ROW DEPICTION**

**(West of development entrance)**

**This exhibit needs to depict both the 12' ROW and the 14' turn lane**

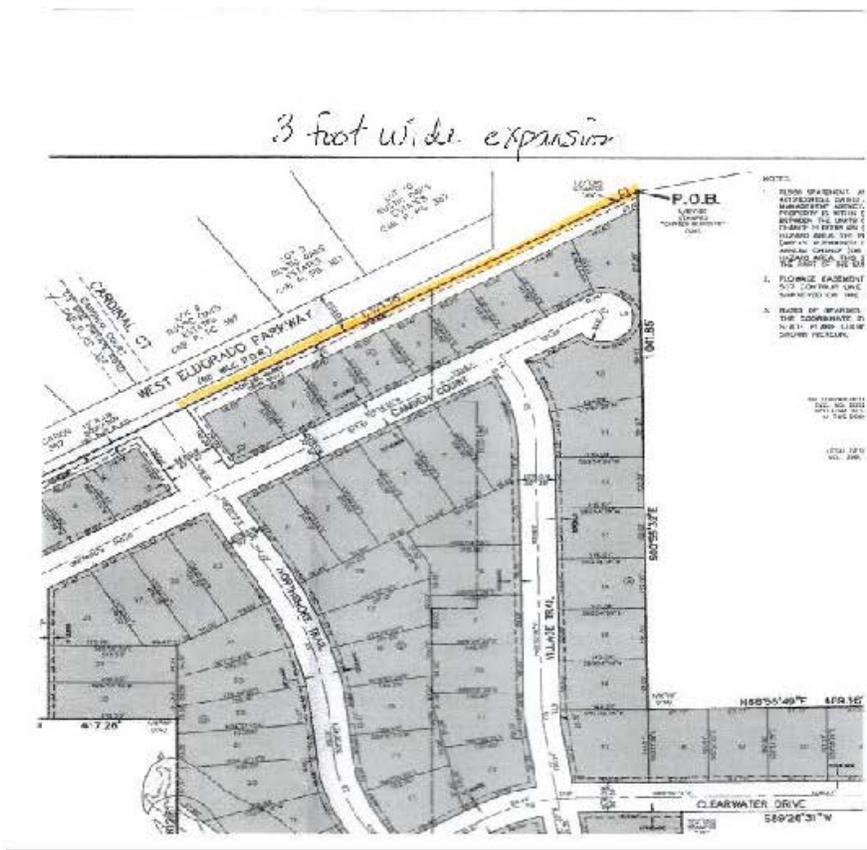


**EXHIBIT D1**  
**Entry Street Landscaping and Sidewalk -**  
**West of development entrance**

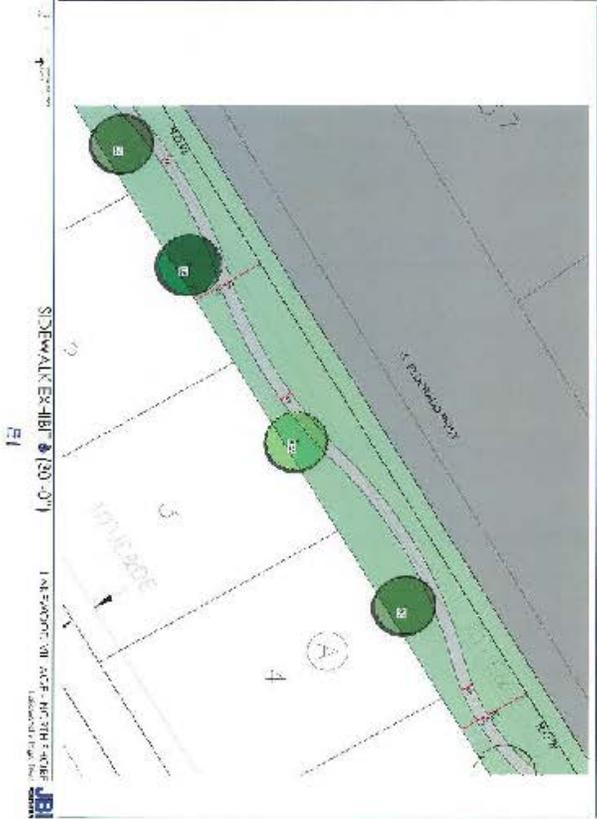


**EXHIBIT E**  
**ELDORADO ROW PAVING**  
**(East of Development Entrance)**

**300 foot wide expansion x 800 foot long**

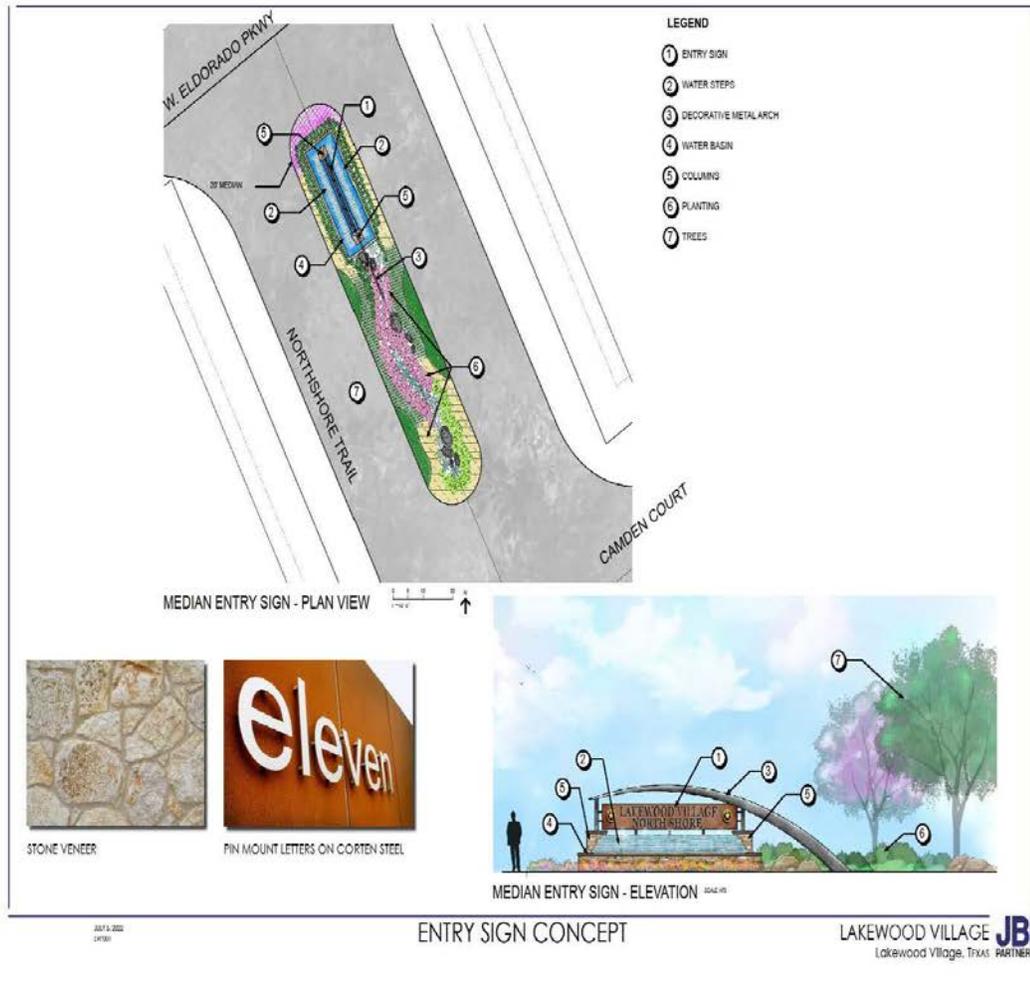


**EXHIBIT E1**  
**Entry Street Landscaping and Sidewalk -**  
**East of Development Entrance**



**EXHIBIT F**

**ENTRY FEATURE DEPICTION**



**EXHIBIT G**

**DEVELOPMENT STANDARDS**

<b>Development Standards</b>	<b>1/3 Acre Waterfront <sup>1</sup> TYPE A</b>	<b>1/3 Acre Not Waterfront TYPE B <sup>4</sup></b>	<b>Eldorado Lots TYPE C</b>
Number of Lots	5	56	16
Minimum Front Yard	20 ft	20 ft	20 ft
Minimum Front Yard for porches and swing in garages	20 ft	20 ft	20 ft
Minimum Side Yard - Dwelling or Accessory Structure <sup>2</sup>	12 ft	12 ft	7 ft
Minimum Rear Yard - Pool and/or Spa	10 ft	10 ft	5 ft
Minimum 80% masonry (brick, stone, stucco only)	YES	YES	YES
<b>Lot Dimensions</b>			
Minimum Area	0.5 AC	0.33 AC	0.20 AC
Minimum Width	70 ft	70 ft	70 ft
*Cul-de-sac déviations acceptable			
<b>Dwellings</b>			
Minimum Dwelling Area - Single Story	3,000 sq ft	3,000 sq ft	2,000 sq ft
Minimum Ground Floor Dwelling Area - Two Story	3,000 sq ft	2,500 sq ft	1,500 sq ft
Maximum Height\Stories	2.5	2.5	2.5
Maximum Lot Coverage front yard <sup>3</sup>	50%	50%	50%
Ground Floor Minimum Elevation (above mean sea level)	540 ft	540 ft	540 ft

1. Waterfront Lots are Block B, Lots 7,8,9,10 and 11
2. Air conditioner equipment, pool equipment, and similar appurtenances are permitted in the side yard, but must be located at least four feet from the property line.
3. For corner lots, the 50% coverage applies to each front yard individually
4. For Block B Lots 4-6, 12, 15, 18-30; and Block D Lots 1-7, 17-18 the side yard setbacks are seven foot minimums.

**EXHIBIT G - Continued**

<b>Development Standards Continued</b>	<b>1/3 Acre Waterfront<sup>1</sup> TYPE A</b>	<b>1/3 Acre Not Waterfront TYPE B</b>	<b>Eldorado TYPE C</b>
Fencing Materials	Town Fence Ordinance	Cedar board on board	Cedar board on board
Driveway Width (minimum)	12 Feet	12 Feet	10 feet
Driveway minimum distance from side Property line	3 feet	3 feet	3 feet
Minimum Garage Size	25' width 22' depth	25' width 22' depth	25' width 22' depth
Front-facing garages allowed <sup>7</sup>	NO	NO	YES
Carports Permitted	NO	NO	NO
Detached Garage Apartment permitted	YES	YES	NO
Guest House	YES	NO	NO
Accessory Structures <sup>5</sup>	YES	YES	YES
<b>Landscaping</b>			
Minimum number of trees <sup>6</sup>	3	2	2
Ground cover (shrubs)	15	15	10

5. The exterior facades of accessory building (excluding greenhouses) two hundred fifty (250) square feet or greater in size shall be constructed using the same exterior construction materials as the dwelling and match the façade of the home.

6. Existing trees included.

7. Garages located behind gated motor court access are not considered to be front-facing, regardless of orientation.

## DEVELOPMENT AGREEMENT

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

### RECITALS

**WHEREAS**, NLV holds fee simple title to or is under contract to purchase approximately 38.519 acres of land described by metes and bounds on the attached Exhibit A and depicted on the attached Exhibit B (the “NLV Property”). The NLV Property is located within the Town’s municipal limits; and

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

**WHEREAS**, Lakewood Village Partnership LLC, a Texas limited liability company (the “Prior Developer”) and the Town previously entered into that certain Development Agreement applicable to a portion the NLV Property effective May 15, 2023 (the “Previous Development Agreement”); and

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

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

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

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

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

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

**WHEREAS**, the Town is the certified retail treated water provider for the NLV 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 NLV Property, and the Parties intend for the Town to exclusively provide retail water and wastewater service to the NLV Property; and

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

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

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

**SECTION 1  
RECITALS; EFFECTIVENESS OF AGREEMENT**

- 1.1. Incorporation of Recitals. The recitals contained in this Agreement are true and correct as of the Effective Date, are incorporated into this Agreement, and form the basis upon which the Parties negotiated and entered into this Agreement.
- 1.2. Effective Date for Agreement. Notwithstanding any statement to the contrary herein, this Agreement shall only become effective upon acquisition of the NLV Property by NLV.

**SECTION 2  
REQUIRED IMPROVEMENTS**

**2.1 Public Infrastructure.**

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

bond shall be on a form approved by the Town Attorney and shall name the Town as obligee/beneficiary.

- 2.1.2 ROW Dedication for Eldorado Parkway Expansion. Developer will dedicate in fee simple to the Town all right-of way as required by Town Regulations and this Agreement for the widening of Eldorado Parkway, which such dedication shall consist of approximately 400 feet (length) and 12 feet wide of right-of-way in the location generally shown on the Concept Plan and as depicted in **Exhibit D** (the “**Entry Street**”). The right-of-way dedication for the Entry Street shall be at Developer’s sole expense. Notwithstanding the foregoing, Developer understands and agrees that the actual amount of land dedicated for right-of-way and its exact location shall be based upon the approved Final Plat for the NLV Property. The right-of-way for the Entry Street will be dedicated simultaneously with or as part of the Final Plat recordation for all or any portion of the NLV Property that includes the Entry Street. As used herein, the term Final Plat shall refer to a final plat for all and/or any portion of the NLV Property that has been approved by the Town in accordance with applicable Town Regulations (the “**Final Plat**”)
- 2.1.3 Entry Road Improvement. As generally depicted in **Exhibit D** and in accordance with the approved Final Plat and Town Regulations, Developer shall, as its sole cost and expense, design and construct at no cost to the Town, a 400 foot long, and fourteen (14) foot wide roadway extension in the expanded right-of-way on the Entry Street dedicated to the Town for the purpose of widening Eldorado Parkway. Construction will occur substantially concurrent with internal street construction in the NLV Property.
- 2.1.4 Paving. As generally depicted in **Exhibit E** and in accordance with the approved Final Plat and Town Regulations, Developer shall, as its sole cost and expense, design and construct at no cost to the Town, approximately 800 foot long, and three foot wide roadway extension in the right-of-way for the purpose of widening Eldorado Parkway. Construction will occur substantially concurrent with internal street construction in the NLV Property.
- 2.1.5 Landscaping. In accordance with Town Regulations and a Town approved landscaping plan, Developer shall install, at Developer’s sole expense, landscaping in the area adjacent to the right-of-way expansion for the Entry Street, as generally depicted in **Exhibit D1 and Exhibit E1**. At minimum, the landscaping plan shall provide for a fifteen foot (15’) wide berm, or natural screen (no fences), the plans, dimensions and location of which shall be subject to Town approval as part of the Developer proposed landscape plan. Notwithstanding the foregoing, in the event of any conflict between the landscaping requirements in the Town Zoning Regulations and this Agreement, the Town Regulations shall control.
- 2.1.6 Entry Street Sidewalk. In accordance with Town Regulations, as amended, and at a location as generally depicted in **Exhibit D1 and Exhibit E1**, Developer shall design and construct a five (5) foot meandering sidewalk adjacent to the right-of-way. Such sidewalk shall be designed and constructed at Developer’s sole cost and expense. Plans, dimensions, and location of such sidewalk shall be subject to Town approval.
- 2.1.7 Waterline. Developer agrees that the size of the waterline required for development of the NLV Property will be determined by the Town Engineer in accordance with Town

Regulations. The Town will provide the sizing information to the Developer within 60 days of the Effective Date.

- 2.1.8 Other than the Public Infrastructure expressly described in this Section 2.1, and Section 2.5.2 (participation in the Regional Lift Station) no off-site improvements will be required for the development of the Property. The construction of the Public Infrastructure is a condition precedent to receipt of the waiver of impact fees granted hereunder.

## **2.2 Entry Feature**

- 2.2.1 Entry Feature. Developer shall, as its sole cost and expense, design and construct at no cost to the Town and with Town approval, an entry feature to be located at the entrance to the development from Eldorado Parkway (the “**Entry Feature**”). The Town hereby approves the design of the entry feature depicted in **Exhibit F**, and may also approve alternate design features at the request of Developer. The Entry Feature shall be constructed substantially concurrent with internal street construction of the NLV Property.

## **2.3 Cost Reimbursement for Entry Street and Entry Feature**

- 2.3.1 Except for those fees expressly waived in this Agreement, Developer shall pay Town all fees due for the development of the NLV Property as required by Town Regulations, as amended. The Town agrees to waive all water, sewer, and roadway impact fees in the Town’s Code of Ordinances as consideration for the Entry Street improvements and for the Entry Feature for the NLV Property. Other fees of the Town shall be paid by the Developer or any builder before permitting, including tap fees, building permit fees, sewer\water inspection fees, water deposits, etc.

## **2.4 Capital Fee Per Lot**

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

## **2.5 Improvement Costs**

- 2.5.1 Off-site Water and Wastewater Facilities. The Town (i) is the water and wastewater provider for the NLV Property, (ii) will provide sufficient water and wastewater capacity to serve the NLV Property as developed in accordance with the Concept Plan, and (iii) will provide the necessary water and wastewater capacity for Developer’s full development of the NLV Property.

Obligation to Construct. Developer shall construct or cause the construction of a lift station, wastewater lines, and water lines (“**Water and Wastewater Facilities**”) at

locations designated by the Town within the NLV Property, which will serve the NLV Property. The location of the lift station is as designated on the Concept Plan. The Water and Wastewater Facilities shall be designed by a registered civil engineer in accordance with applicable law, including Town Regulations. After construction and acceptance by the Town, all Water and Wastewater Facilities designed and constructed to serve NLV Property will be owned, operated, and maintained by the Town.

#### 2.5.2 Regional Lift Station.

- (a) The Town intends to construct or facilitate the construction of a regional lift station in the location generally depicted on **Exhibit G** that will serve the NLV Property and certain properties within the vicinity of the NLV Property (the “**Regional Lift Station**”). Within ten (10) business days following written notice from the Town to Developer of the contract approval awarding the construction contract for construction of the Regional Lift Station Developer shall pay to the Town the Developer’s proportionate share of the Regional Lift Station costs as determined by the Town Engineer and approved by the Town Council. Developer shall be responsible for the proportionate share of any related costs which exceed the initial allocation and shall pay such additional costs to the Town within thirty (30) calendar days after receipt of reasonable documentation evidencing such costs. Similarly, the Town agrees to refund to Developer its proportionate share of any excess funds remaining after construction of the Regional Lift Station.
- (b) Notwithstanding the foregoing, at any time, Developer may (but shall not be required to) elect to take appropriate steps to perform or cause to be performed the completion of construction of the Regional Lift Station upon a finding by the Town that such action is necessary for an orderly and timely completion of the development.. In the case of such an event, (i) the Town agrees to cooperate in good faith with Developer to facilitate and expedite the completion of construction of the Regional Lift Station, and (ii) any plans and specifications for the construction of the Regional Lift Station and the construction contract(s) for such project shall automatically be deemed to be assigned to Developer on a non-exclusive basis (and this Agreement shall constitute evidence of such non-exclusive assignment; provided that the Town shall execute and deliver any necessary documents or instruments to further confirm such non-exclusive assignment). Further, in the event the Developer elects to construct the Regional Lift Station, within thirty (30) calendar days of the Town’s receipt of the Evidence of Payments (defined herein), the Town will reimburse Developer for all costs for construction of the Regional Lift Station in excess of Developer’s Share, which costs include without limitation all costs for installation, construction (including supplies, materials and labor), the costs of obtaining any easements, inspection fees, all soft costs, including but not limited to engineering, design, insurance, developer fee(s), financing costs, staking costs, material testing costs, and the costs of any maintenance or performance bonds. Upon completion of the Regional Lift Station in such an instance, the Town will inspect and accept the Regional Lift Station and assume all ownership, operation, and maintenance responsibility for the same. Developer shall tender to the Town evidence of all construction costs for the Regional Lift Station, including but not limited to, invoices or affidavits of payment/affidavits as to debts and liens (“**Evidence of Payments**”). Notwithstanding the foregoing, the exercise by Developer of the rights set forth in this section does not relieve the Town from the requirement to perform all covenants, conditions and obligations under this Agreement, and the Town

agrees that Developer shall not be liable for any claims for loss or damage in connection therewith.

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

- 2.6.1 Open Space/Park Space. Developer agrees to dedicate in fee approximately 3.4 acres to the Town for use as park and/or open space in the location(s) generally shown on the Concept Plan, which includes the Entry Feature, landscape buffer, and all open space lots. The dedication will occur at Final Plat in accordance with this Agreement and Town Regulations. The 3.4 acres of open space to be dedicated to the Town herein shall satisfy both (1) any and all obligations of Developer to dedicate park land or make payments in lieu thereof under the Town's park ordinance (Ordinance No. 15-18, as amended); and (2) any and all open space requirements for the NLV Property under the Town's comprehensive zoning ordinance (Ordinance No. 19-02, as amended). No further park land dedication or payments in lieu thereof shall be required for development of the NLV Property, and no further open space, open space improvements, or fee in lieu thereof shall be required for development of the NLV Property.
- 2.6.2 Maintenance of Open Space/Park Space. Developer will not create a Homeowners Association, and the Town will assume responsibility for maintaining the park and/or open space referenced in Section 2.6.1 upon filing of a Final Plat and the completion of all required landscaping on the associated areas. Developer agrees, that to the greatest extent possible, all park space is to be undisturbed and remain in its current natural state.

## **2.7 Development Standards**

- 2.7.1 Development Standards. Developer agrees that construction of homes and development of the NLV Property shall be done in accordance with the standards and requirements set forth in this Agreement, in the Town of Lakewood Village Zoning Ordinance No. 19-02 and Development Standards, attached hereto as **Exhibit H**. Developer shall file **Exhibit H** in the land records for the NLV Property and shall include Exhibit H, "Development Standards," in deeds to lot owners as deed restrictions so that such standards are covenants that run with the NLV Property and are enforceable upon current and future owners of the NLV Property, including without limitation End-Buyers (defined below). In the event of a conflict between the regulations for the NLV Planned Development and Zoning Ordinance 19-02 and the Development Standards, the Parties agree the Development Standards shall control. The Parties agree that the Concept Plan, Development Standards and the applicable provisions of this Agreement memorialize the plan for development of the NLV Property as provided for in the Texas Local Government Code and other applicable law. The Town agrees to consider zoning the NLV Property consistent with the Concept Plan, Development Standards and applicable provisions of this Agreement. Through this Agreement, the Developer expressly consents and agrees to submit an application for and to request zoning of the NLV Property consistent with and as contemplated by this section. The Developer agrees that nothing in this Agreement shall prevent **Exhibit H**, of this Agreement, and the Town Regulations, including but not limited to zoning, from being enforced against an End-Buyer. Nothing provided in this section should be construed as a waiver of the Town Council's legislative authority or discretion.

- 2.7.2 Design Repetition: A minimum of six (6) platted residential lots must be skipped on the same side and four (4) skipped on the opposite side of a street before rebuilding the same single-family residential unit consisting of an identical elevation. The same floor plan shall not be repeated on adjacent lots or directly across the street. Homes with the same color exterior may not be constructed adjacent to each other.
- 2.7.3 The Parties agree the Concept Plan was created by the Developer for illustrating the boundary, lot mix and general layout and dimensions of the contemplated development. Any amendment agreed to by the Parties to the Concept Plan or subsequent preliminary plat of all or a portion of the NLV Property shall be considered an amendment to this Agreement and, upon approval, shall replace the attached Concept Plan and become a part of this Agreement. At Developer's request, the Mayor of the Town may administratively approve any amendments to the preliminary plat and/or the Concept Plan that the Mayor deems in his reasonable discretion to be minor in nature without approval of the Town Council of the Town required. If the Mayor deems an amendment to not be minor in nature, any preliminary plat may be amended as set forth in the Town Regulations and in accordance with applicable law. The Concept Plan supersedes the previous preliminary plat submittal approved by the Town Council on February 10<sup>th</sup>, 2022 and vacated on January 12, 2023. The Concept Plan under this agreement supersedes any previously submitted concept plan for development of the NLV Property.
- 2.7.4 Final Plat. The Developer shall submit a Final Plat for any portion and/or all of the NLV Property in accordance with Town Regulations. The plat shall be in general conformance with an approved preliminary plat, including any amendments. The processing and content of all plats must adhere to the Town Regulations, except as they may be expressly altered by this Agreement.
- 2.7.5 Building Codes, Fire Codes and Building Materials. As consideration for the impact fees being waived for the NLV Property, Developer has consented to and requested, and the Parties agree, that **Exhibit H**, the Town-adopted building codes and local amendments as subsequently amended, the Town-adopted fire codes and local amendments as subsequently amended, and the Town's building material regulations contained in the zoning ordinance and in other Town ordinances, all as subsequently amended (including any amendments to such codes and ordinances set forth in **Exhibit H** hereto and/or in any planned development district zoning applicable to the NLV Property), to apply to the NLV Property, and voluntarily agrees to burden the NLV Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the NLV Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the NLV Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the NLV Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other Town ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building

material regulations in effect on August 1, 2019, shall then touch and concern the NLV Property and be binding upon the NLV Property.

### **SECTION 3 ASSIGNMENT AND ENCUMBRANCE**

#### **3.1 Prior Developer Agreement Applicability**

The land acquired by NLV and subject to this developer agreement was previously included in a Developer Agreement with Lakewood Village Partners. In the case of a conflict with the prior agreement, this document controls and shall be applicable to the NLV property. This agreement shall have no effect on the existing executed developer agreement with Lakewood Village Partners covering land not acquired by NLV .

#### **3.2 Assignment by Developer to Successors.**

- 3.2.1 The Developer has the right, only with the Town's written consent (which shall not be unreasonably withheld, delayed or conditioned) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement, to any person or entity (an "**Developer Assignee**") that (i) is or will become an owner of any portion of the NLV Property or (ii) is controlled by or under common control by the Developer and becomes an owner of any portion of the NLV Property, provided that the Developer is not in breach of this Agreement at the time of such assignment. A Developer Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer Assignee. Notice of each proposed assignment to a Developer Assignee shall be provided to the Town at least thirty (30) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Developer Assignee.
- 3.2.2 Each assignment shall be in writing executed by the Developer and the Developer Assignee and shall obligate the Developer Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a Developer Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the Town agrees to look solely to the Developer Assignee for the performance of all obligations assigned to the Developer Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Developer Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the Town within 15 days after execution, Developer shall not be released until the Town receives such copy of the assignment.
- 3.2.3 No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the Town approves the release in writing.

3.2.4 The Developer shall maintain written records of all assignments made to Developer Assignees, including a copy of each executed assignment and the Developer Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

3.3 Collateral Assignments. The Developer and Developer Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written notice to, the Town. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the Town has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the Town agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the NLV Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the NLV Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the NLV Property until all defaults under this Agreement with respect to the acquired portion of the NLV Property have been cured.

3.4 Transfer of Warranties. Any Public Infrastructure that is transferred to the Town shall be accompanied by any applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

3.5 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer of a lot within the NLV Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the NLV Property shall be deemed to be a "Developer" and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

3.6 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

## SECTION 4 RECORDATION AND ESTOPPEL CERTIFICATES

- 4.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of Denton County, Texas. This Agreement binds and constitutes a covenant running with the NLV Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for development within the NLV Property. This Agreement, when recorded on or after the Effective Date, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the NLV Property; however, except for the Development Standards provided in **Exhibit H** which Developer shall file in the land records as deed restrictions running with the NLV Property, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a fully developed and improved lot (an "**End-Buyer**") but shall not negate the End-Buyer's obligation to comply with the Town's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.
- 4.2 Estoppel Certificates. From time to time upon written request of the Developer, if needed to facilitate a sale of all or a portion of the NLV Property or a loan secured by all or a portion of the NLV Property, the Town will execute a written estoppel certificate in a form and substance satisfactory to the Town, to its reasonable knowledge and belief, identifying any obligations of the Developer under this Agreement that are in default. The Developer shall pay the Town \$300 at the time of the Developer's request for an estoppel certificate for each request in excess of one per calendar year. The estoppel certificate may be signed by the Town Administrator or his/her designee and does not require approval of the Town Council.

## SECTION 5 INSURANCE, INDEMNIFICATION AND RELEASE

- 5.1 Insurance.
- 5.1.1 With no intent to limit any contractor's liability or obligation for indemnification, the Developer shall maintain or cause to be maintained, by the persons constructing the Public Infrastructure, certain insurance, as provided below in full force and effect at all times during construction of the Public Infrastructure and shall require that the Town is named as an additional insured under such contractor's insurance policies.
- 5.1.2 With regard to the obligations of this Agreement, the Developer shall obtain and maintain in full force and effect at its expense, or shall cause each contractor to obtain and maintain at their expense, the following policies of insurance and coverage:
- (a) Commercial general liability insurance insuring the Town, contractor and the Developer against liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the activities of Developer, the contractor, the Town and their respective officers, directors, agents, contractors, or employees, in the amount of \$1,000,000 Per Occurrence or a limit equal to the amount of the contract

amount, \$2,000,000 General Aggregate Bodily Injury and Property Damage. The contractor may procure and maintain a Master or Controlled Insurance policy to satisfy the requirements of this section, which may cover other property or locations of the contractor and its affiliates, so long as the coverage required in this section is separate;

- (b) Worker's Compensation insurance as required by law;
- (c) Business automobile insurance covering all operations of the contractor pursuant to the Construction Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability.

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

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

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

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

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

**5.6 INDEMNIFICATION.**

**DEVELOPER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD THE TOWN AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR ENTITIES, THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S ACT OR OMISSION, INCLUDING BUT NOT LIMITED TO BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, ANY ACT OR OMISSION IN ITS PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT (COLLECTIVELY, "CLAIMS"). THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE, FAULT OR INTENTIONAL MISCONDUCT OF THE TOWN, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS IF FOUND BY A COURT, AND IN THE EVENT OF CONCURRENT NEGLIGENCE OF THE TOWN AND DEVELOPER, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THE TOWN DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

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

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

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

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

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

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

**(C) NUISANCE.**

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

**(III) THE DEVELOPER HEREBY AGREES, STIPULATES AND ACKNOWLEDGES THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. THE DEVELOPER WAIVES AND RELEASES ALL CLAIMS IT MAY HAVE AGAINST THE CITY RELATED TO THIS AGREEMENT, INCLUDING: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION**

**REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN DOLAN V. CITY OF TIGARD, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.**

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

**SECTION 6  
GENERAL PROVISIONS**

- 6.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council of the Town; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.
- 6.2 Conflicts. In the event a court of competent jurisdiction determines there is a conflict between this Agreement and the application of any other ordinance, rule, regulation, standard, policy, order, guidelines or other Town-adopted or Town-enforced requirement, whether existing on the Effective Date or hereinafter adopted, then this Agreement shall control. In the event of any conflict between any Final Plat and the final zoning, the Final Plat shall control.
- 6.3 Default; Remedies. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event less than 30 days after written notice of the alleged failure has been given); provided that the cure period for any Party's obligation to pay funds to any other Party shall be no more than 30 days after written notice of the alleged failure has been given. Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure (except that any monetary obligations shall be limited to a 30-day cure period).

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

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

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

6.4 Force Majeure. In the event any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, other than any Party's obligations to pay funds to any other Party, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused, to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and the full particulars of such force majeure to the other Parties. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure", as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, County or any civil or military authority, insurrections, protests, riots, vandalism, epidemics, pandemics, government shut-downs or quarantines, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, fire, subsidence, partial or entire failure of water supply, electric supply, and inability to provide water necessary for operation of the water and sanitary sewer systems hereunder, or of the Town to receive wastewater, and other similar 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.

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

6.6 Notices. Any notice or other communication required by this Agreement to be given, provided, or delivered to a Party shall be in writing addressed to the Parties as set forth below. Notices shall be considered "given" for purposes of this Agreement: (a) if by Certified Mail, five business days after deposited with the U.S. Postal Service, Certified Mail, return Receipt

Requested; (b) if by private delivery service (e.g., FedEx or UPS), on the date delivered to the notice address as evidenced by a receipt signed by any person at the notice address; or (c) if by any other means (including, but not limited to, FAX and E-mail), when actually received by the Party at the notice address.

If to the Town, to:

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

with a copy to:

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

Email: andy@txmunicipallaw.com

If to NLV, to:

Northshore Lot Venture, Ltd.  
Attn: Adam Buczek  
8214 Westchester Dr. Suite 900  
Dallas, TX 75225  
Telephone: 214-888-8843

Email: abuczek@skorburgcompany.com

with copy to:

Attn:  
Telephone:  
Fax:  
E-mail:

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

- 6.7 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
- 6.8 Reservation of Rights. All rights, powers, privileges and authority of the Parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the Parties and, from time to time, may be exercised and enforced by the Parties.
- 6.9 Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the Parties hereto or any provisions hereof, or in ascertaining the intent of any Party, with respect to the provisions hereof.
- 6.10 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.
- 6.11 Amendments. This Agreement may only be amended by a written agreement signed by the Parties.
- 6.12 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.
- 6.13 Authority and Enforceability. The Town represents and warrants that this Agreement has been approved by official action by the Town Council of the Town in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Town has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

- 6.14 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the Town does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the Town waives its sovereign immunity as to suit solely under Section 6.3 of this Agreement.
- 6.15 Construction and Venue. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, as such laws are now in effect, and all obligations of the Parties are performable in Denton County in which the NLV Property is located. Exclusive venue for any action to enforce or construe this Agreement shall be in Denton County, Texas.
- 6.16 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.
- 6.17 Entire Agreement. This Agreement constitutes the entire agreement between the Parties, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties..
- 6.18 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 6.19 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the Town Council seated at the time that this Agreement is executed or any future Town Council.
- 6.20 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.
- 6.21 Form 1295 Certificate. The Developer represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Developer has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. The Developer further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the Town and the contract identification number, the Town is not responsible for the information contained in the Form 1295 completed by the Developer. The information contained in the Form 1295 completed by the Developer has been provided solely by the Developer and the Town has not verified such information.
- 6.22 Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Developer hereby verifies that it and its parent company, wholly- or majority-owned

subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable compliance with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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

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

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

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

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

does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

6.25 Verification Regarding No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification and the following definitions,

(a) ‘discriminate against a firearm entity or firearm trade association,’ a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association,

(b) ‘firearm entity,’ a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge

or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and

(c) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code."

6.26 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the Chapter 380 grant payments granted herein within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101 (c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

6.27 Chapter 380 Reporting. The City agrees to timely report this Agreement to the State Comptroller in accordance with Section 403.0246 of the Texas Government Code and Chapter 380 of the Texas Local Government Code.

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

- Exhibit A NLV Property Metes & Bounds
- Exhibit B NLV Property Depiction
- Exhibit C Concept Plan
- Exhibit D ROW Dedication (west of development entrance)
- Exhibit D1 Sidewalk and Landscaping (west of development entrance)
- Exhibit E Eldorado Paving (east of development entrance)
- Exhibit E1 Sidewalk and Landscaping (east of development entrance)
- Exhibit F Entry Feature
- Exhibit G Location of the Regional Lift Station
- Exhibit H Development Standards

*[Remainder of page intentionally left blank.]*

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

TOWN OF LAKEWOOD VILLAGE, TEXAS

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

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

Title: Mayor

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

ATTEST:

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

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

Title: Town Secretary

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

APPROVED AS TO FORM

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

STATE OF TEXAS                   §

§

COUNTY OF DENTON               §

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

(SEAL)

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

DEVELOPER:

NORTHSHORE LOT VENTURE, LTD.,  
a Texas limited partnership

By: NORTHSHORE LOT VENTURE GP  
CORPORATION,  
a Texas Corporation,  
its General Partner

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

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

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

STATE OF TEXAS                    §  
  §  
COUNTY OF DENTON            §

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

(SEAL)

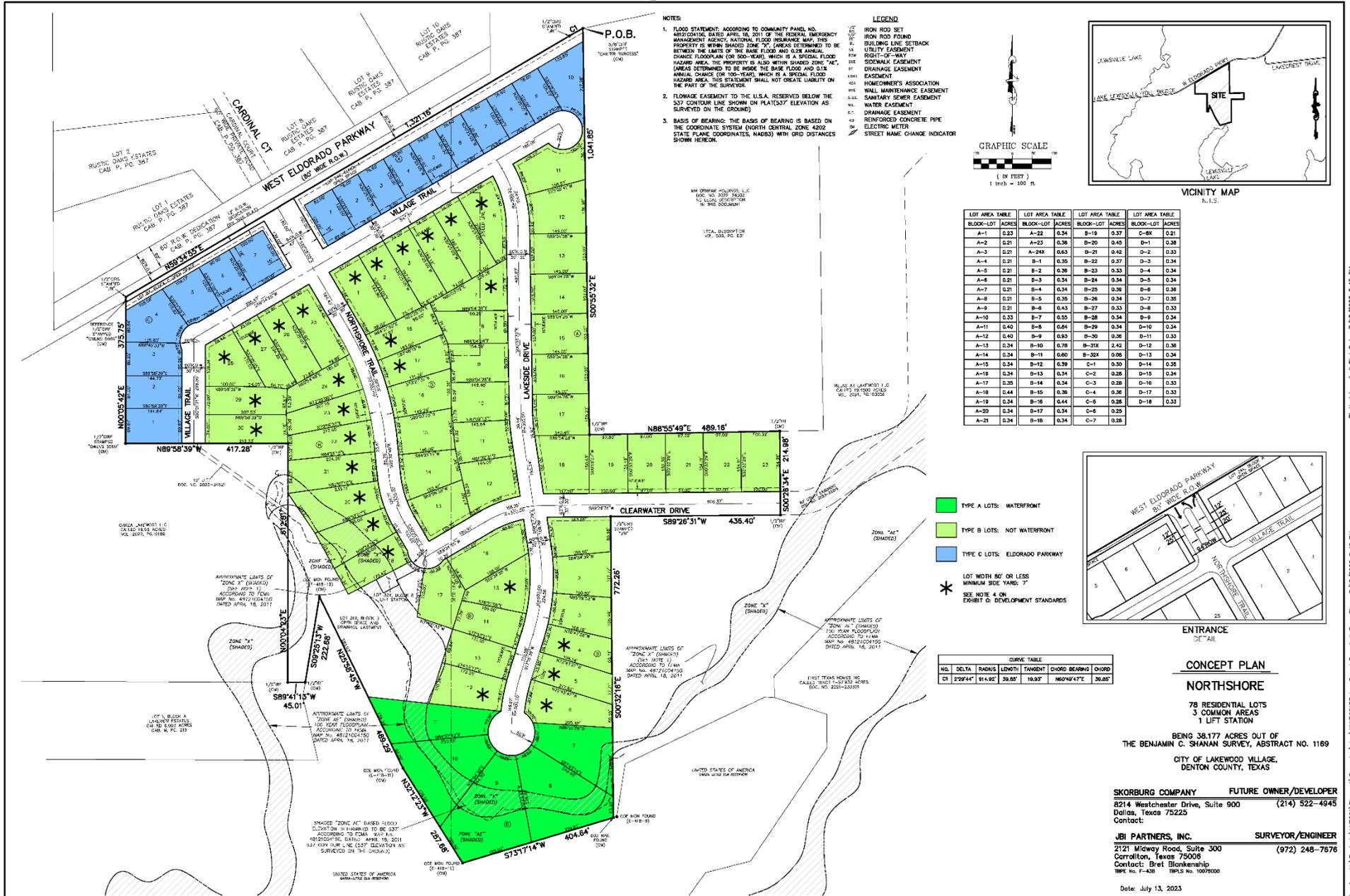
\_\_\_\_\_  
Notary Public, State of Texas



**EXHIBIT B**



# EXHIBIT C Concept Plan

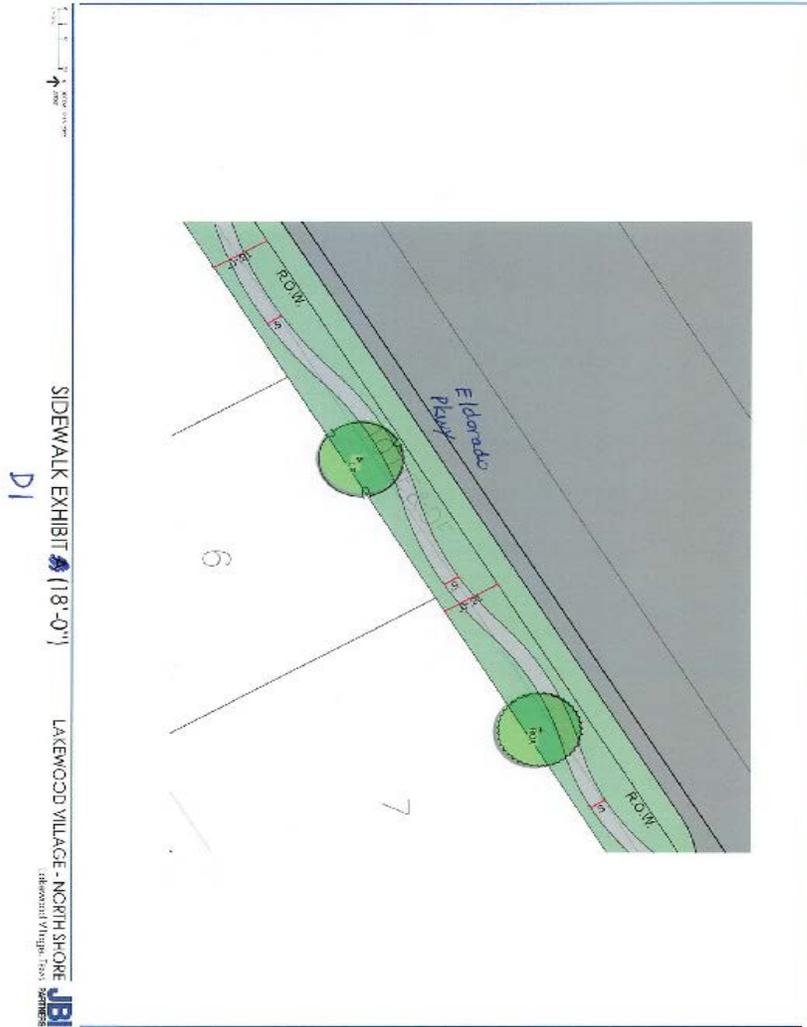


Picture by: daniel Post Date: 7/13/2023 3:45 PM

Drawing: H:\Projects\LP001\Photos\_Visualization\LP001\Concept Plan.dwg Saved By: daniel Post Date: 7/13/2023 3:42 PM

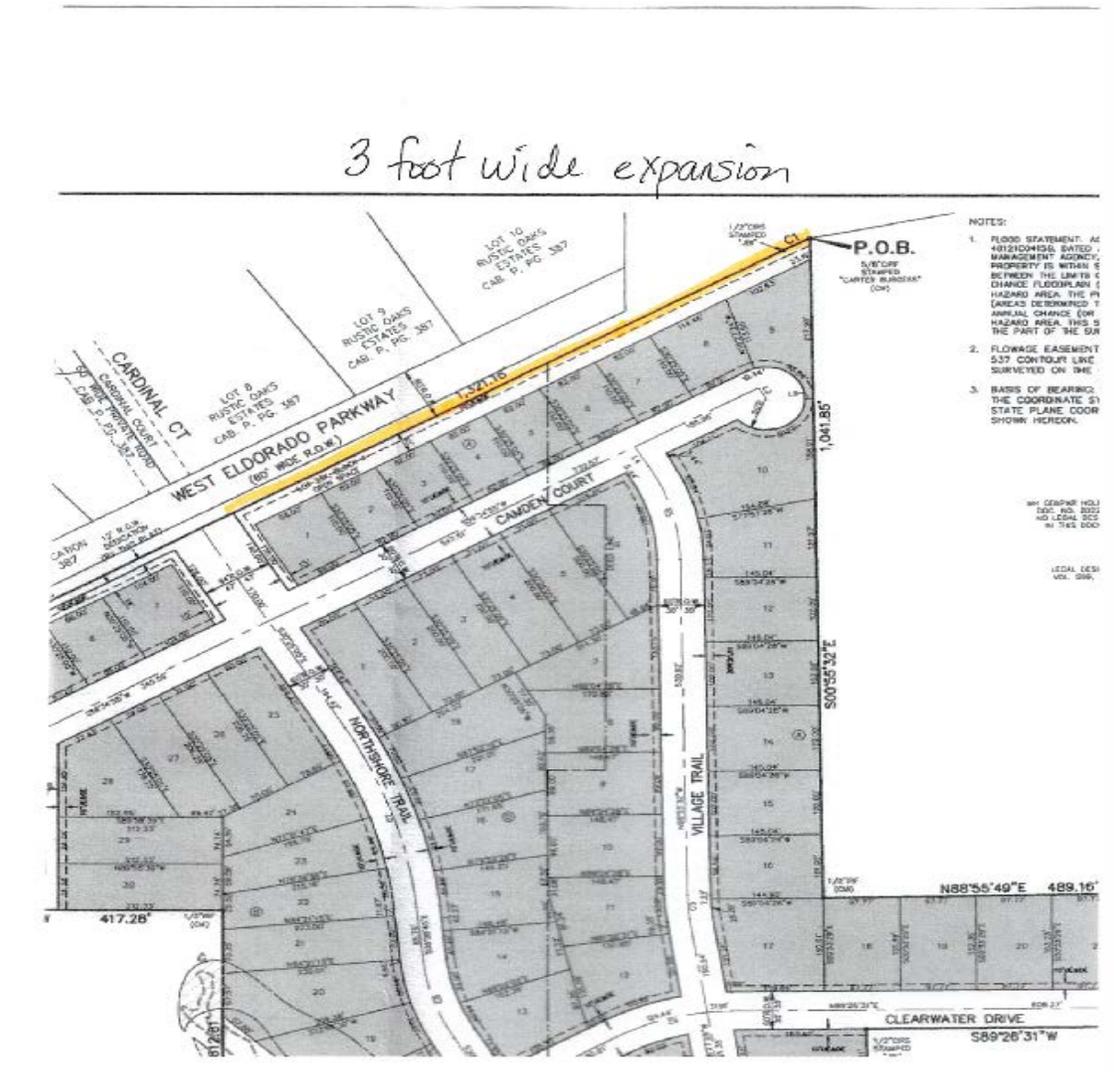


**EXHIBIT D1**  
**Entry Street Landscaping and Sidewalk -**  
**West of development entrance**

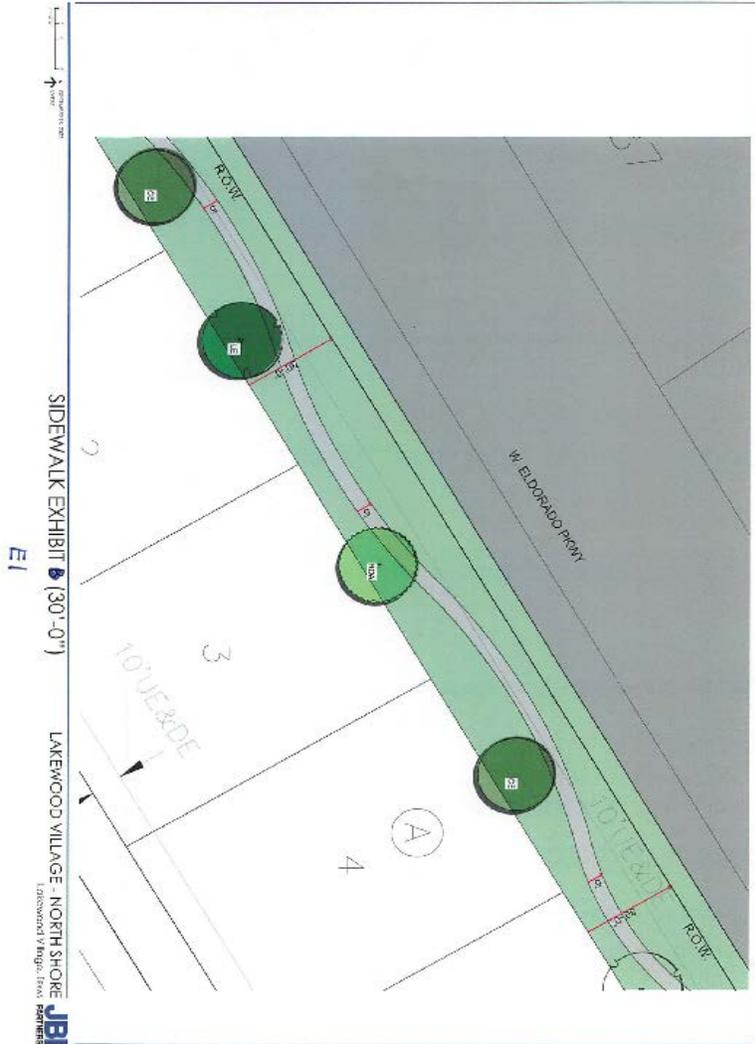


**EXHIBIT E**  
**ELDORADO ROW PAVING**  
**(East of Development Entrance)**

**300 foot wide expansion x 800 foot long**



**EXHIBIT E1**  
**Entry Street Landscaping and Sidewalk -**  
**East of Development Entrance**



# EXHIBIT F

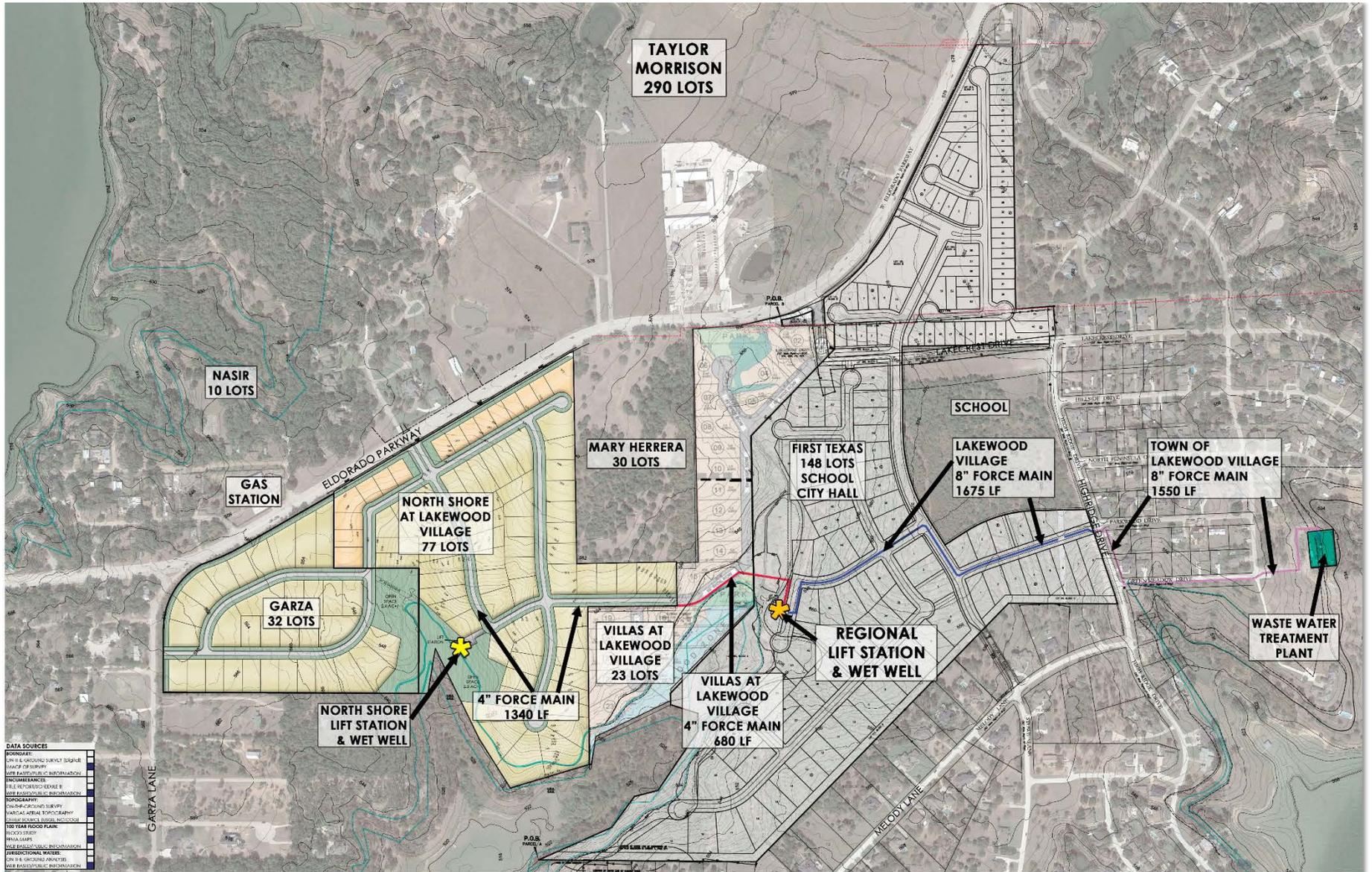
## ENTRY FEATURE DEPICTION



### ENTRY SIGN CONCEPT

# EXHIBIT G

## GENERAL LOCATION OF THE REGIONAL LIFT STATION



**DATA SOURCES**

<b>BOUNDARIES</b>	ON FILE - GIS/ENGINEERING DEPARTMENT
<b>CONTOURS</b>	ON FILE - GIS/ENGINEERING DEPARTMENT
<b>UTILITIES</b>	ON FILE - GIS/ENGINEERING DEPARTMENT
<b>ROADS</b>	ON FILE - GIS/ENGINEERING DEPARTMENT
<b>WATER BODIES</b>	ON FILE - GIS/ENGINEERING DEPARTMENT
<b>VEGETATION</b>	ON FILE - GIS/ENGINEERING DEPARTMENT
<b>PROPERTY LINES</b>	ON FILE - GIS/ENGINEERING DEPARTMENT
<b>EXISTING UTILITIES</b>	ON FILE - GIS/ENGINEERING DEPARTMENT
<b>EXISTING ROADS</b>	ON FILE - GIS/ENGINEERING DEPARTMENT
<b>EXISTING WATER BODIES</b>	ON FILE - GIS/ENGINEERING DEPARTMENT
<b>EXISTING VEGETATION</b>	ON FILE - GIS/ENGINEERING DEPARTMENT
<b>EXISTING PROPERTY LINES</b>	ON FILE - GIS/ENGINEERING DEPARTMENT
<b>EXISTING UTILITIES</b>	ON FILE - GIS/ENGINEERING DEPARTMENT
<b>EXISTING ROADS</b>	ON FILE - GIS/ENGINEERING DEPARTMENT
<b>EXISTING WATER BODIES</b>	ON FILE - GIS/ENGINEERING DEPARTMENT
<b>EXISTING VEGETATION</b>	ON FILE - GIS/ENGINEERING DEPARTMENT
<b>EXISTING PROPERTY LINES</b>	ON FILE - GIS/ENGINEERING DEPARTMENT

00 200 400  
N OCT 25, 2022  
10' FTH040

LAKWOOD VILLAGE

SANITARY SEWER SYSTEM **JB**  
LAKWOOD VILLAGE, TEXAS PARTNERS

## EXHIBIT H

### DEVELOPMENT STANDARDS

<b>Development Standards</b>	<b>TYPE B <sup>3</sup></b>	<b>TYPE C</b>
Number of Lots	56	17
Minimum Front Yard	20 ft	20 ft
Minimum Front Yard for porches and swing in garages	20 ft	20 ft
Minimum Side Yard - Dwelling or Accessory Structure <sup>1</sup>	12 ft	7 ft
Minimum Rear Yard - Pool and/or Spa	10 ft	5 ft
Minimum 80% masonry (brick, stone, stucco only)	YES	YES
<b>Lot Dimensions</b>		
Minimum Area	0.33 AC	0.20 AC
Minimum Width	70 ft	70 ft
*Cul-de-sac déviations acceptable		
<b>Dwellings</b>		
Minimum Dwelling Area - Single Story	3,000 sq ft	2,000 sq ft
Minimum Ground Floor Dwelling Area - Two Story	2,500 sq ft	1,500 sq ft
Maximum Height\Stories	2.5	2.5
Maximum Lot Coverage front yard <sup>2</sup>	50%	50%
Ground Floor Minimum Elevation (above mean sea level)	540 ft	540 ft

1. Air conditioner equipment, pool equipment, and similar appurtenances are permitted in the side yard, but must be located at least four feet from the property line.
2. For corner lots, the 50% coverage applies to each front yard individually
3. For Block B Lots 4-6, 12, 15, 18-30; and Block D Lots 1-7, 17-18 the side yard setbacks are seven foot minimums.

**EXHIBIT G - Continued**

<b>Development Standards Continued</b>	<b>TYPE B<sup>3</sup></b>	<b>TYPE C</b>
Driveway Width (minimum)	12 Feet	10 feet
Driveway minimum distance from side Property line	3 feet	3 feet
Minimum Garage Size	25' width 22' depth	25' width 22' depth
Front-facing garages allowed <sup>6</sup>	NO	YES
Carports Permitted	NO	NO
Detached Garage Apartment permitted	YES	NO
Guest House	NO	NO
Accessory Structures <sup>4</sup>	YES	YES
<b>Landscaping</b>		
Minimum number of trees <sup>5</sup>	2	2
Ground cover (shrubs)	15	10

4. The exterior facades of accessory building (excluding greenhouses) two hundred fifty (250) square feet or greater in size shall be constructed using the same exterior construction materials as the dwelling and match the façade of the home.
5. Existing trees included.
6. Garages located behind gated motor court access are not considered to be front-facing, regardless of orientation.



August 8, 2023

Ms. Linda Ruth, TRMC, CMC  
Town Administrator  
Lakewood Village  
100 Highridge Drive  
Lakewood Village, Texas 75068

**RE: Lakewood Village – Preliminary Plat Review  
Northshore at Lakewood Village Subdivision**

Dear Ms. Ruth:

Eikon Consulting Group, LLC has reviewed the amended Preliminary Plat and associated Preliminary Engineering Drawings. Based on our analysis, we recommend the following:

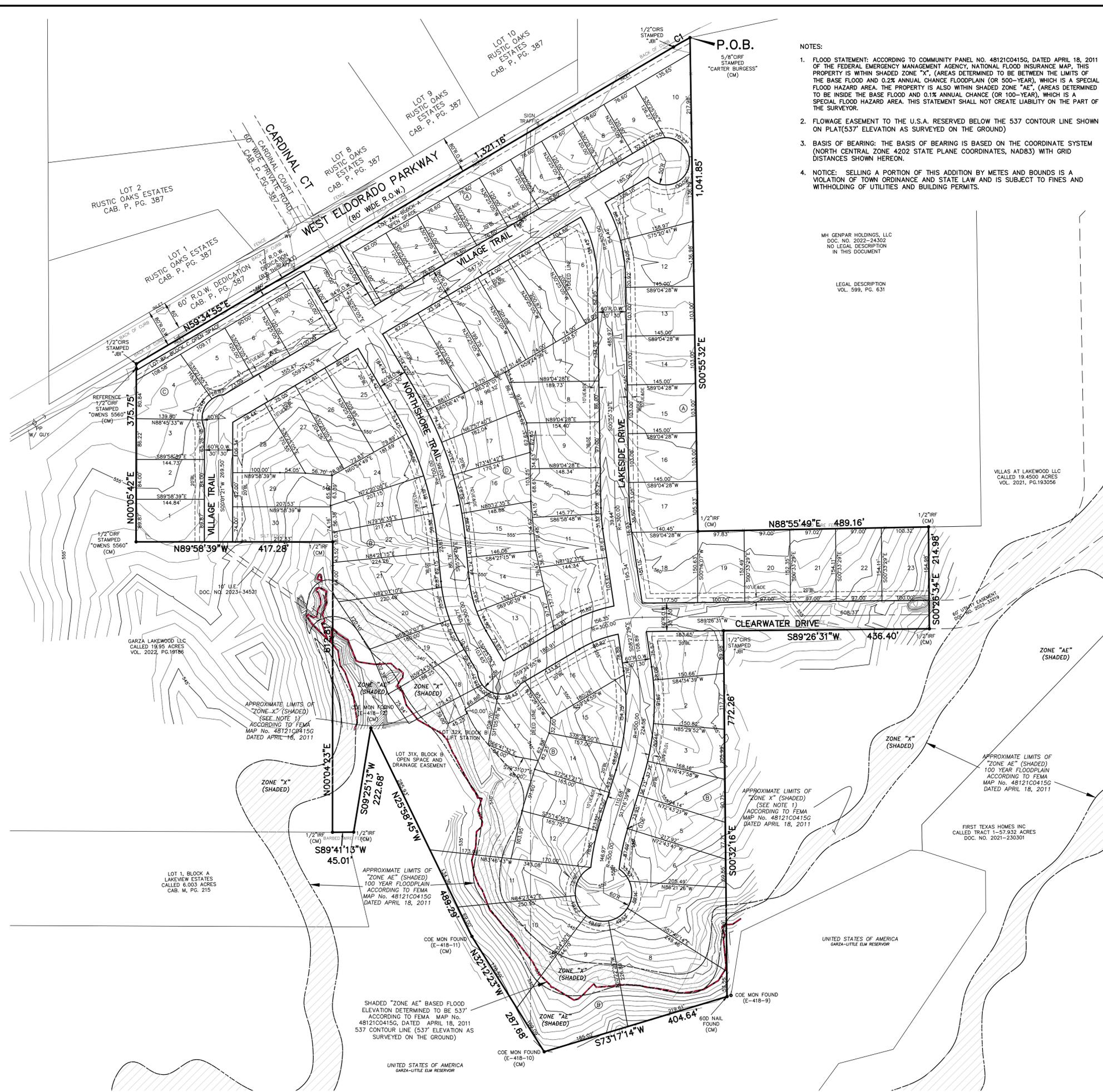
- We recommend approval of the Preliminary Plat and Preliminary Engineering Drawings for the Northshore at Lakewood Village Subdivision.

Thank you and please do not hesitate to call me with any questions.

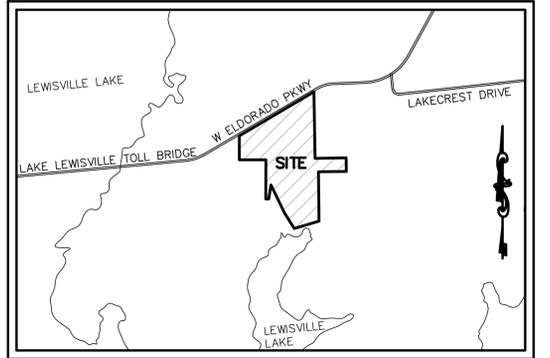
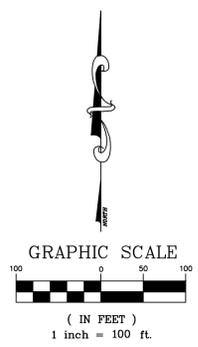
Sincerely,

A handwritten signature in blue ink that reads "Kevin Ware". The signature is fluid and cursive.

Kevin Ware, PE  
COO  
Eikon Consulting Group, LLC



- NOTES:
- FLOOD STATEMENT: ACCORDING TO COMMUNITY PANEL NO. 48121C0415G, DATED APRIL 18, 2011 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE MAP, THIS PROPERTY IS WITHIN SHADED ZONE "X", (AREAS DETERMINED TO BE BETWEEN THE LIMITS OF THE BASE FLOOD AND 0.2% ANNUAL CHANCE FLOODPLAIN (OR 500-YEAR), WHICH IS A SPECIAL FLOOD HAZARD AREA. THE PROPERTY IS ALSO WITHIN SHADED ZONE "AE", (AREAS DETERMINED TO BE INSIDE THE BASE FLOOD AND 0.1% ANNUAL CHANCE (OR 100-YEAR), WHICH IS A SPECIAL FLOOD HAZARD AREA. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
  - FLOWAGE EASEMENT TO THE U.S.A. RESERVED BELOW THE 537 CONTOUR LINE SHOWN ON PLAT(537' ELEVATION AS SURVEYED ON THE GROUND)
  - BASIS OF BEARING: THE BASIS OF BEARING IS BASED ON THE COORDINATE SYSTEM (NORTH CENTRAL ZONE 4202 STATE PLANE COORDINATES, NAD83) WITH GRID DISTANCES SHOWN HEREON.
  - NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF TOWN ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.



VICINITY MAP  
N.T.S.

LEGEND

- POB POINT OF BEGINNING
- IRS IRON ROD SET
- IRF IRON ROD FOUND
- BL BUILDING LINE SETBACK
- UE UTILITY EASEMENT
- ROW RIGHT-OF-WAY
- SWE SIDEWALK EASEMENT
- DE DRAINAGE EASEMENT
- ESMT EASEMENT
- HDA HOMEOWNER'S ASSOCIATION
- WME WALL MAINTENANCE EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.E. WATER EASEMENT
- D.E. DRAINAGE EASEMENT
- RCR REINFORCED CONCRETE PIPE
- EM ELECTRIC METER
- SCM STREET NAME CHANGE INDICATOR

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD
CI	2'29'44"	914.92'	39.85'	19.93'	N60°49'47"E	39.85'

LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE		
BLOCK-LOT	SQUARE FEET	ACRES									
A-1	9,840	0.228	A-22	14,904	0.342	B-19	15,576	0.358	C-8X	9,314	0.214
A-2	9,192	0.211	A-23	15,478	0.355	B-20	18,144	0.417	D-1	16,597	0.381
A-3	9,192	0.211	A-24X	27,406	0.629	B-21	18,032	0.414	D-2	14,522	0.333
A-4	9,192	0.211	B-1	15,130	0.347	B-22	16,171	0.371	D-3	14,871	0.341
A-5	9,192	0.211	B-2	15,606	0.358	B-23	14,539	0.334	D-4	14,872	0.341
A-6	9,192	0.211	B-3	14,619	0.336	B-24	14,670	0.341	D-5	14,856	0.341
A-7	9,192	0.211	B-4	14,599	0.335	B-25	16,928	0.389	D-6	15,536	0.357
A-8	9,192	0.211	B-5	15,246	0.350	B-26	14,933	0.343	D-7	15,438	0.354
A-9	9,241	0.212	B-6	18,781	0.431	B-27	14,528	0.334	D-8	14,797	0.340
A-10	14,264	0.327	B-7	24,102	0.553	B-28	14,831	0.340	D-9	14,584	0.335
A-11	17,289	0.397	B-8	36,783	0.844	B-29	14,824	0.340	D-10	14,780	0.339
A-12	17,549	0.403	B-9	40,433	0.928	B-30	15,535	0.357	D-11	14,583	0.335
A-13	14,935	0.343	B-10	33,998	0.780	B-31X	110,324	2.533	D-12	16,159	0.371
A-14	14,935	0.343	B-11	26,031	0.598	B-32X	3,346	0.077	D-13	14,916	0.342
A-15	14,935	0.343	B-12	15,219	0.349	C-1	13,022	0.299	D-14	14,540	0.334
A-16	14,935	0.343	B-13	14,522	0.333	C-2	12,162	0.279	D-15	14,563	0.334
A-17	15,173	0.348	B-14	14,534	0.334	C-3	12,198	0.280	D-16	14,577	0.335
A-18	19,371	0.445	B-15	14,888	0.342	C-4	15,675	0.360	D-17	14,618	0.336
A-19	14,940	0.343	B-16	18,845	0.433	C-5	12,383	0.284	D-18	14,607	0.335
A-20	14,736	0.338	B-17	14,994	0.344	C-6	10,800	0.248			
A-21	14,820	0.340	B-18	14,522	0.333	C-7	12,000	0.275			

PRELIMINARY PLAT

NORTHSHORE

78 RESIDENTIAL LOTS  
3 COMMON AREAS  
1 LIFT STATION

BEING 38.177 ACRES OUT OF  
THE BENJAMIN C. SHANAN SURVEY, ABSTRACT NO. 1169  
CITY OF LAKEWOOD VILLAGE,  
DENTON COUNTY, TEXAS

**LAKWOOD VILLAGE PARTNERSHIP, LLC.** CURRENT OWNER  
7024 Creek Bend Road  
Dallas, Texas, 75252

**SKORBURG COMPANY** FUTURE OWNER/DEVELOPER  
8214 Westchester Drive, Suite 900 (214) 522-4945  
Dallas, Texas 75225

**JB PARTNERS, INC.** SURVEYOR/ENGINEER  
2121 Midway Road, Suite 300 (972) 248-7676  
Carrollton, Texas 75006  
Contact: Bret Blankenship  
TBPE No. F-438 TBPLS No. 10076000

Date: July 20, 2023

Plotted by: dbell Plot Date: 7/20/2023 11:41 AM  
Drawing: H:\Projects\LP001\Phase 1\Surveying\dwg\XLP001PPT1.dwg Saved By: dbell Save Time: 7/20/2023 11:41 AM

STATE OF TEXAS~

COUNTY OF DENTON~

WHEREAS, LAKEWOOD VILLAGE PARTNERSHIP LLC is the owner of a parcel of land located in the City of Lakewood Village, Denton County, Texas, a part of the Benjamin C. Shahan Survey, Abstract 1169, and being all of that called 19.5506 acre tract of land described in deed to LAKEWOOD VILLAGE PARTNERSHIP LLC as recorded in Volume 2021, Page 90481, Denton County Deed Records, and being all of that called 18.968 acre tract of land described in deed to LAKEWOOD VILLAGE PARTNERSHIP LLC as recorded in Volume 2021, Page 15896, Denton County Deed Records, and being further described as follows:

BEGINNING at a five-eighths inch iron rod with cap stamped "CARTER BURGESS" found at the northeast corner of said 19.5506 acre tract, said point being in the northwest corner of that tract of land described in deed to MH GENPAR HOLDING, LLC, as recorded in Document Number 2022-24302, Denton County Deed Records, said point also being in the south right-of-way line of West Eldorado Parkway (a 80 foot wide right-of-way);

THENCE along the east line of said 19.5506 acre tract as follows:

South 00 degrees 55 minutes 32 seconds East, 1,041.85 feet to a one-half inch iron rod found at the southwest corner of said MH GENPAR HOLDINGS, LLC tract;

North 88 degrees 55 minutes 49 seconds East, 489.16 feet along the south line of said MH GENPAR HOLDINGS, LLC tract to a one-half inch iron rod found for corner in the west line of that called 19.4500 acre tract of land described in deed to VILLAS AT LAKEWOOD LLC, as recorded in Volume 2021, Page 193056, Denton County Deed Records;

THENCE continuing along the east line of said 19.5506 acre tract and along the west line of said 19.4500 acre tract as follows:

South 00 degrees 26 minutes 34 seconds East, 214.98 feet to a one-half inch iron rod found for corner;

South 89 degrees 26 minutes 31 seconds West, 436.40 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

South 00 degrees 32 minutes 16 seconds East, 772.26 feet to a 60D nail found for corner, said point being the southeast corner of said 19.5506 acre tract, said point being the southwest corner of said 19.4500 acre tract, said point also being in the north boundary line of Garza-Little Elm Dam and Reservoir (Lake Lewisville);

THENCE along the north boundary line of said Garza-Little Elm Dam and Reservoir (Lake Lewisville) as follows:

South 73 degrees 17 minutes 14 seconds West, 404.64 feet along the south line of said 19.5506 acre tract to a Corps of Engineers Monument with stamp "E-418-10" found for corner;

North 32 degrees 12 minutes 23 seconds West, 287.68 feet to a Corps of Engineers Monument with stamp "E-418-11" found in the south line of said 18.968 acre tract;

North 25 degrees 58 minutes 45 seconds West, 489.29 feet along the south line of said 18.968 acre tract to a Corps of Engineers Monument with stamped "E-418-12" found for corner;

South 09 degrees 25 minutes 13 seconds West, 222.68 feet to a one-half inch iron rod found for corner in the south line of said 18.968 acre tract, said point being the northeast corner of Lot 1, Block A Lakeview Estate, as recorded in Cabinet M, Page 215, Official Public Records of Denton County, Texas;

THENCE South 89 degrees 41 minutes 13 seconds West, 45.01 feet along the north line of said Lot 1, Block A to a one-half inch iron rod found at the southwest corner of said 18.968 acre tract, said point being the southeast corner of that called 19.95 acre tract of land described in deed to GARZA LAKEWOOD LLC, as recorded in Volume 2022, Page 19186, Denton County Deed Records, said point also being the southwest corner of said 18.968 acre tract;

THENCE along the west line of said 18.968 acre tract and along the east line of said 19.95 acre tract as follows:

North 00 degrees 04 minutes 23 seconds East, 612.81 feet to a one-half inch iron rod found for corner;

North 89 degrees 58 minutes 39 seconds West, 417.28 feet to a one-half inch iron rod with cap stamped "OWENS 5560" found for corner;

North 00 degrees 05 minutes 42 seconds East, at 365.84 feet passing a one-half inch iron rod with cap stamped "OWENS 5560" found at the northeast corner of said 19.95 acre tract in all a total distance of 375.75 feet to a one-half inch iron rod with yellow cap stamped "JBI" set at the northwest corner of said 18.968 acre tract, said point being in the south right-of-way line of West Eldorado Parkway;

THENCE along the south right-of-way line of West Eldorado Parkway as follows:

North 59 degrees 34 minutes 55 seconds East, 1,321.16 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner in the north line of said 19.5506 acre tract;

Northeasterly, 39.85 feet along the north line of said 19.5506 acre tract, following a curve to the right, having a central angle of 02 degrees 29 minutes 44 seconds, a radius of 914.92 feet, a tangent of 19.93 feet and whose chord bears North 60 degrees 49 minutes 47 seconds East, 39.85 feet to the POINT OF BEGINNING and containing 1,662,993 square feet or 38.177 acres of land.

BEARINGS BASED ON THE COORDINATE SYSTEM NORTH CENTRAL ZONE 4202 STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NAD83. DISTANCES ARE GRID DISTANCES.

DEDICATION STATEMENT

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That LAKEWOOD VILLAGE PARTNERSHIP, LLC. and SKORBURG COMPANY, acting herein by and through its duly-authorized officers, does hereby adopt this plat designating the herein above described property as NORTSHORE, an addition to the Town of Lakewood Village, Denton County, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys, and public use areas shown hereon, and does hereby dedicate the easements shown on the plat for the purposes indicated to the public use forever, said dedications being free and clear of all liens and encumbrances, except as shown herein. No buildings, fences, trees, shrubs, or other improvements shall be constructed or placed upon, over, or across the easements on said plat. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to a particular utility or utilities, said use by public utilities being subordinate to the public's and Town of Lakewood Village use thereof. The Town of Lakewood Village and any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easements and the Town of Lakewood Village or any public utility shall at all times have the right of ingress and egress to and from and upon any of said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone.

LAKEWOOD VILLAGE PARTNERSHIP, LLC. and SKORBURG COMPANY, does hereby bind itself, its successors and assigns to forever warrant and defend, all and singular, the above-described streets, alleys, easements and rights unto the public, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Lakewood Village.

WITNESS MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

Authorized Signatory  
Lakewood Village Partnership, LLC.

STATE OF TEXAS §

COUNTY OF DALLAS §

Before me, the undersigned authority, a Notary Public in and for the said County and State on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated and as the act and deed therein stated.

Given under my hand and seal of office, this \_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Signature

WITNESS MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

Authorized Signatory  
SKORBURG COMPANY

STATE OF TEXAS §

COUNTY OF DALLAS §

Before me, the undersigned authority, a Notary Public in and for the said County and State on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated and as the act and deed therein stated.

Given under my hand and seal of office, this \_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Signature

SURVEYOR'S CERTIFICATE

Know All Men By These Presents:

That I, Mark W. Harp, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the Town of Lakewood Village, Denton County, Texas.

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

PRELIMINARY - FOR REVIEW PURPOSES

Mark W. Harp, R.P.L.S. No. 6425



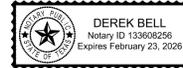
STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Mark W. Harp, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Public, State of Texas



CERTIFICATE OF APPROVAL

This plat has been submitted to and considered by the Planning and Zoning Commission of the Town of Lakewood Village, Texas, and is hereby approved by such Commission.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By the Planning and Zoning Commission: Town of Lakewood Village

Chairperson, Planning and Zoning Commission

ATTEST

Town Secretary

CERTIFICATE OF APPROVAL

By the Town Council, Town of Lakewood Village  
Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Mayor, Town of Lakewood Village

ATTEST

Town Secretary

PRELIMINARY PLAT

NORTSHORE

78 RESIDENTIAL LOTS  
3 COMMON AREAS  
1 LIFT STATION

BEING 38.177 ACRES OUT OF  
THE BENJAMIN C. SHANAN SURVEY, ABSTRACT NO. 1169

CITY OF LAKEWOOD VILLAGE,  
DENTON COUNTY, TEXAS

LAKEWOOD VILLAGE PARTNERSHIP, LLC. CURRENT OWNER

7024 Creek Bend Road  
Dallas, Texas, 75252

SKORBURG COMPANY FUTURE OWNER/DEVELOPER

8214 Westchester Drive, Suite 900 (214) 522-4945  
Dallas, Texas 75225

JBI PARTNERS, INC. SURVEYOR/ENGINEER

2121 Midway Road, Suite 300 (972) 248-7676  
Carrollton, Texas 75006  
Contact: Bret Blankenship  
TBPE No. F-438 TBPLS No. 10076000

Date: July 20, 2023

## DEVELOPMENT AGREEMENT

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

### RECITALS

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

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

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

**WHEREAS**, development of the Properties shall meet or exceed the applicable requirements of the approved Concept Plan, the Land Use and Development Regulations, and the Town regulations, as they exist today, including Subdivision Ordinance No. 14-13, Zoning Ordinance No. 19-02, Public Works Construction Standards Ordinance No. 14-11, and Lighting Ordinance No. 19-03 (collectively the “Applicable Regulations”),

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

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

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

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

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

**ARTICLE I  
REPRESENTATIONS, AND TERM**

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

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

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

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

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

**ARTICLE III  
FINAL ZONING OF THE PROPERTIES**

3.1 Full Compliance with Town Standards. Development of the Properties shall be subject to the Applicable Regulations and uniform engineering design standards, as they exist today, except to the extent that the Final Zoning, may vary from those terms, in which event the Final Zoning, as applicable, shall control. After a period of 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.

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

**ARTICLE IV  
DEVELOPMENT PROCESS AND CHARGES**

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

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

(A) CCD ACKNOWLEDGES AND AGREES THAT:

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

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

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

(c) NUISANCE.

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

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

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

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

## ARTICLE V TOWN ENTRY STREET

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

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

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

5.4 Landscaping and Signage. Prior to the Town's acceptance of Lakewood Village Drive, CCD, at its sole cost and expense, will install landscaping in the median and

landscaping buffer zone and regulatory signage within Lakewood Village Drive as set forth in the Final Zoning, as applicable.

5.5 Maintenance. The Town will be responsible for the future maintenance of Lakewood Village Drive. CCD shall be responsible for the mowing and general maintenance of the landscaping at the town entrance and median of Lakewood Village Drive for two (2) years after the Town's acceptance of Lakewood Village Drive, 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 CCD, the Town will grant CCD a license to maintain the landscaping of the median and the roundabout for a term of up to five (5) years.

## **ARTICLE VI**

### **TOWN ENTRY FEATURE**

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

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

## **ARTICLE VII**

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

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

7.2 Parks, Open Space, and Greenbelts.

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

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

(b) Installation of Landscaping. CCD, at its sole cost and expense, shall install landscaping in accordance with the CCD Zoning and the Land Use and Development Regulations and with Town approval, within the parks, open space, and greenbelts as specified in the Final Zoning. The landscaping of any platted area shall be installed no later than 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 7.2(d) below relative to the forty-foot (40') greenbelt and hiking trail, CCD 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 CCD, the Town will grant CCD 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. To the greatest extent possible, CCD shall leave the greenbelt in its natural undisturbed state. No under brushing, clearing, grading, or landscaping shall be performed in the greenbelt area. CCD will have no duty or obligation to construct, pay for or maintain the greenbelt or the trail.

(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, CCD will have satisfied all requirements of Park Land Dedication Ordinance No. 15-18 and Parks, Trails, & Open Space Ordinance No. 15-17 and shall not be subject to other current or future ordinances requiring any park dedications, payments, improvements, or contributions in lieu thereof.

**ARTICLE VIII  
WATER AND SEWER**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE IX MELODY DRIVE CONNECTION**

9.1 Design and Construction of Melody Drive Connection. CCD will, at its sole cost and expense, design and construct a north-south road as shown on the Concept Plan and Exhibit H concurrent with construction of streets within the Properties which will terminate at Lot 4, Block A, Section 5. CCD will design and construct, with Town

approval, a road across such Lot 4 to connect the north-south road to Melody Drive (the “**Melody Drive Connection**”), as shown on Exhibit H. CCD has no obligation to construct any other perimeter street.

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

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

## **ARTICLE X**

### **ELDORADO PARKWAY TURN LANES**

10.1 Developer agrees to construct a 15 foot wide right-turn lane with the length to be determined by the Town Engineer. Developer agrees to build a three foot wide expansion of Eldorado Parkway and six foot wide sidewalk from the town entrance to the east boundary of the property. CCD will be reimbursed for the cost by the Town’s reimbursement mechanism as described in Section 12.

## **ARTICLE XI**

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

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

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

- a. Development Fees. CCD and the Town have entered into that certain Professional Services Agreement approved July 13, 2023 (the “**PSA**”). The PSA requires that CCD pay for engineering and legal services rendered to the Town in conjunction with the Town’s review and approval

of this Agreement, the Original CCD Property zoning application, and development plans for the Properties. CCD's payment for the services outlined in the PSA shall be in lieu of the Preliminary Plat, Final Plat, and Plan Approval fees contained in Section 4 and Section 5 of Consolidated Fee Ordinance No. 19-17. Other than the fees contained within the Applicable Regulations and fees assessed by the Impact Fee Ordinance No. 17-09 as provided hereunder, no other development fees, impact fees, front foot fees, pro-rata charges, capital recovery charges, or charges of any kind shall apply to the development of the Properties. In addition, CCD shall not be charged for water tap fees associated with irrigation of the parks, open space, and greenbelt buffers to be dedicated to the Town.

- b. Capital Contribution Fee. Developer agrees to make a Capital Contribution Fee in the amount of \$9,512 per lot. The Town agrees to waive all water and sewer impact fees.
- c. Homebuilder Fees. Prior to obtaining a building permit for each new dwelling unit on the Properties, CCD or subsequent property owners shall be subject only to the payment of the following fees and charges listed in Consolidated Fee Ordinance No. 19-17 as amended on the effective date of this agreement and Impact Fee Ordinance No. 17-09 (collectively, the "**Builder Fees**"):
  - i. Building / Project Permit fees;
  - ii. Plan Review fees;
  - iii. Reinspection fees;
  - iv. Contractor Registration fees;
  - v. Certificate of Occupancy and Customer Service Inspection fees;
  - vi. Water Tap and Meter fees;
  - vii. Sewer Tap fees; and
  - viii. Capital Contribution Fee
- d. After a period of three (3) years from the Effective Date, 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  
REIMBURSEMENT MECHANISM FOR IMPROVEMENTS**

- 12.1 Developer and Town agree that specific improvements described in Sections 5, 6, 7, 8, 9, and Section 10 (including entrance feature, roadway improvements, signage) provide mutual benefits to both parties. The Town agrees to reimburse CCD for expenses incurred in the construction of these improvements subject to the following limitations:
- A. The overall amount of town reimbursements shall not exceed the aggregate amount of capital contribution fees received from builder/developer/owners. Any costs incurred by CCD which exceed the maximum Town reimbursement shall be deemed as CCD's proportionate share of the mutual benefits accruing from the improvements.
  - B. Town agrees to reimburse CCD quarterly for expenses up to the amount of capital contribution fees received in the quarter.
  - C. CCD's reimbursable expenses are net of any third party payments such as from the LEISD or Lakewood Village Public Improvement District.

**ARTICLE XIII  
THIRD PARTY BENEFICIARIES**

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

**ARTICLE XIV  
ASSIGNMENT OF AGREEMENT**

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

**ARTICLE XV**  
**MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

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

15.4 Force Majeure. In the event any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, other than any

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

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

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

If to the Town, to:

Town of Lakewood Village, Texas  
Attn: 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 CCD, to:

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

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

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

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

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

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

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

15.12 Binding Obligation; Releases; Estoppel.

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

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

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

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

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

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

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

Exhibit A	Legal Description of the CCD Property
Exhibit A-1	Depiction of the CCD Property
Exhibit B	Concept Plan
Exhibit C	Land Use and Development Regulations

Exhibit D	Abandoned 60' right-of-way easement
Exhibit E	Traffic Signal Location
Exhibit F	Entry Feature Plans
Exhibit G	Water and Wastewater Lines
Exhibit H	Melody Drive Connection

*[Remainder of page intentionally left blank.]*

**CCD VENTURE,  
a Texas joint venture**

STATE OF TEXAS

COUNTY OF COLLIN

Before me the undersigned notary public appeared on behalf of CCD , 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

*[SEAL]*

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

\_\_\_\_\_  
Notary Public for the State of Texas

*[SEAL]*

Exhibit A  
Legal Description of the CCD Property

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

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

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

A0750A WM LOFTIN, TR3, 6.473 ACRES

A0750A WM LOFTIN, TR 4A, 65.039 ACRES

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

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

Exhibit A-1  
Depiction of the CCD Property





EXHIBIT C

LAND USE AND DEVELOPMENT REGULATIONS

1. Permitted Uses

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

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

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

\*S - indicates Specific Use Permit is required

2. Development Standards - Single-Family Residential

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

Table 1

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 are fence requirements.
  - a. Front: Fences extending across the front side yard from the home to the side property line shall be a six-foot (6') black wrought iron or tubular steel fence. Where the front yard fence intersects with the side yard fence, a decorative metal corner column shall be constructed. The height of the corner column shall be twelve (12) to eighteen (18) inches greater than the fence and the width of the corner column shall be ten (10) to twelve (12) inches.
  - b. Side: Fences constructed along side property lines between lots shall be board-on-board, stained, and weather-treated with a face cap and steel posts and be a minimum of six-foot (6') and a maximum of eight-foot (8') in height. However, a six-foot (6') length of black wrought iron or tubular steel fence shall be constructed to serve as a transition between a side yard wood fence and a wrought iron or tubular steel fence across the front of the side yard.
  - c. Rear: CCD or the builder shall construct a uniform fence along the rear property lines of the lots that back to the school site. Where lots back to streets, no fence shall be constructed parallel to the tubular steel fencing or wall along the rear of the lot. A minimum six-foot (6') tall board-on-board, stained, and weather-treated fence with a face cap and steel posts shall be constructed along the rear of lots that back to the east or north.
  - d. Fence Height Transitions: Where side yard fences intersect with front or rear yard fences, fences of different heights shall be transitioned so that the fences are the same height where the fences intersect.
7. Driveway, Front Walkway, and Front Porch Materials: All driveways, front walkways, and front porches must be constructed of complementary brick pavers, natural stone, interlocking pavers, stamped stained concrete, 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. .
- 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 in Ordinance 21-04 PD-2.
- C. Landscaping of Parks, Open Space, and Trail: CCD will install trees and turf within the parks in accordance with the Planting Plan attached to Ordinance 21-04 PD-2 and within the greenbelt buffers in accordance with Screening Plan attached to Ordinance 21-04 PD-2. CCD shall be responsible for the mowing and general maintenance of the parks and greenbelt buffers for one (1) year after dedication of the areas to the Town. Thereafter, the Town shall maintain the parks and greenbelt buffers to a standard consistent with a first-class residential subdivision in the north Texas regional area unless CCD obtains a maintenance license from the Town by a separate agreement. The landscaping requirements specified herein shall satisfy any and all tree preservation or mitigation requirements.
- D. Streets: Streets shall consist of a sixty (60) foot wide right-of-way with a twenty-two (22) foot paving section. Typical street sections are illustrated on the Street Plan attached to Ordinance 21-04 PD-2. Cul-de-sacs shall be designed with a radius of fifty (50) feet for

right-of-way and a radius of forty (40) feet for paving. Right-of-way widths may be modified to accommodate the roundabout, divided entries, and other unique project features. CCD shall have no obligation to make improvements to Highridge Drive.

- E. Drainage: Storm drainage shall be primarily conveyed by earthen channels, open drainage courses and by the street itself but may also be enclosed in concrete pipes as necessary. Lay down / roll curbs may be used to convey stormwater but standard six-inch (6") curbs are prohibited. Open drainage courses carrying street runoff between lots may be an earthen channel provided that an easement is provided from top-of-bank to top-of-bank.
- F. Sidewalks: No sidewalks are required except that CCD shall construct six-foot (6') wide sidewalks in the locations depicted on Concept Plan and as required in Section X of this agreement.
- G. Alleys: CCD intends to avoid the use of alleys. However, if CCD and the Town determine alleys are necessary, alleys shall be twelve (12) feet wide within eighteen (18) feet right-of-way.
- H. Mailboxes: Cluster box units will be provided for mail delivery as required by the United States Postal Service. Cluster box units will be located within the centralized parks/open space areas or at a location otherwise designated by the Town.

I. Signs:

- 1. Town Entry Sign: A Town entry sign shall be constructed at the northeast corner of the project entrance by CCD.
- 2. Monument Signs: Monument signs may be constructed by CCD in the locations depicted on the Concept Plan.
- 3. Sign Design: The design of the Town entry sign and the monument signs shall generally be in accordance with the Signage Plan attached to Ordinance 21-04 PD-2 unless otherwise mutually agreed by the Town Council and CCD.
- 4. Temporary Marketing Signs: Two (2) temporary marketing signs are permitted for the purposes of advertising home and lot sales. The display area of the signs shall be a maximum of sixty-four (64) square feet and the maximum height of the signs shall be eighteen (18) feet. Signs shall be located as generally depicted on the Concept Plan.

Exhibit D  
Abandoned 60' Right-of-Way Easement

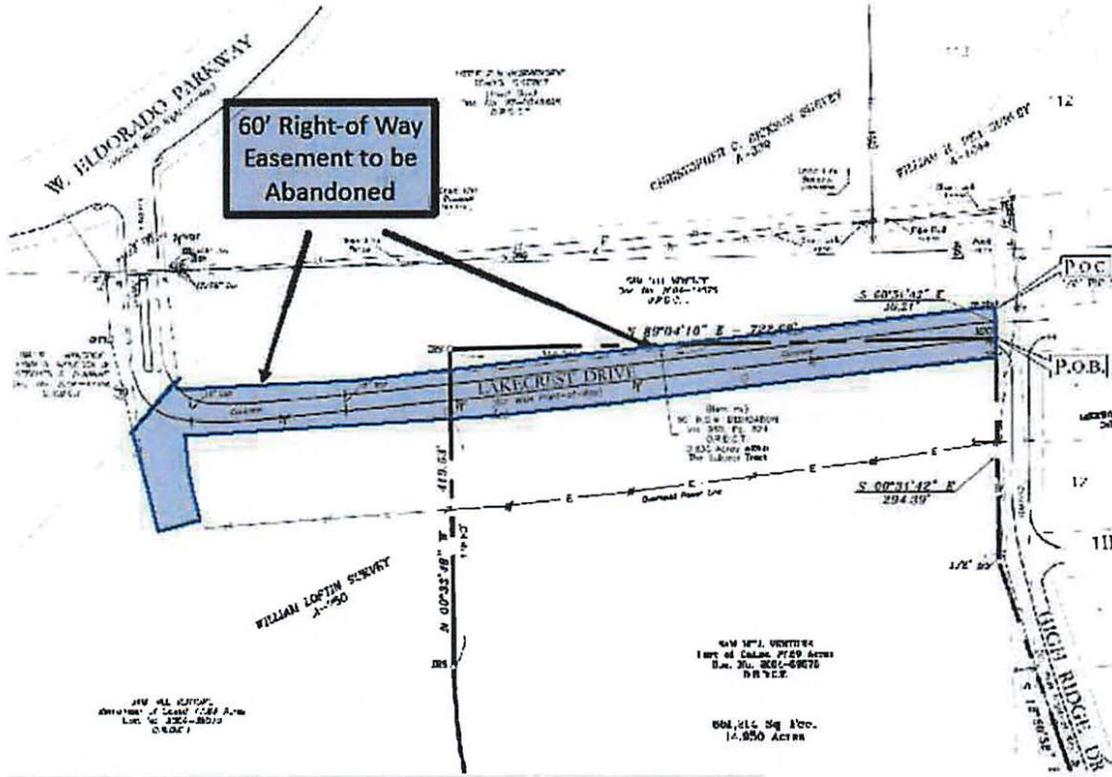


Exhibit E  
Traffic Signal Location



Exhibit F  
Entry Feature Plans

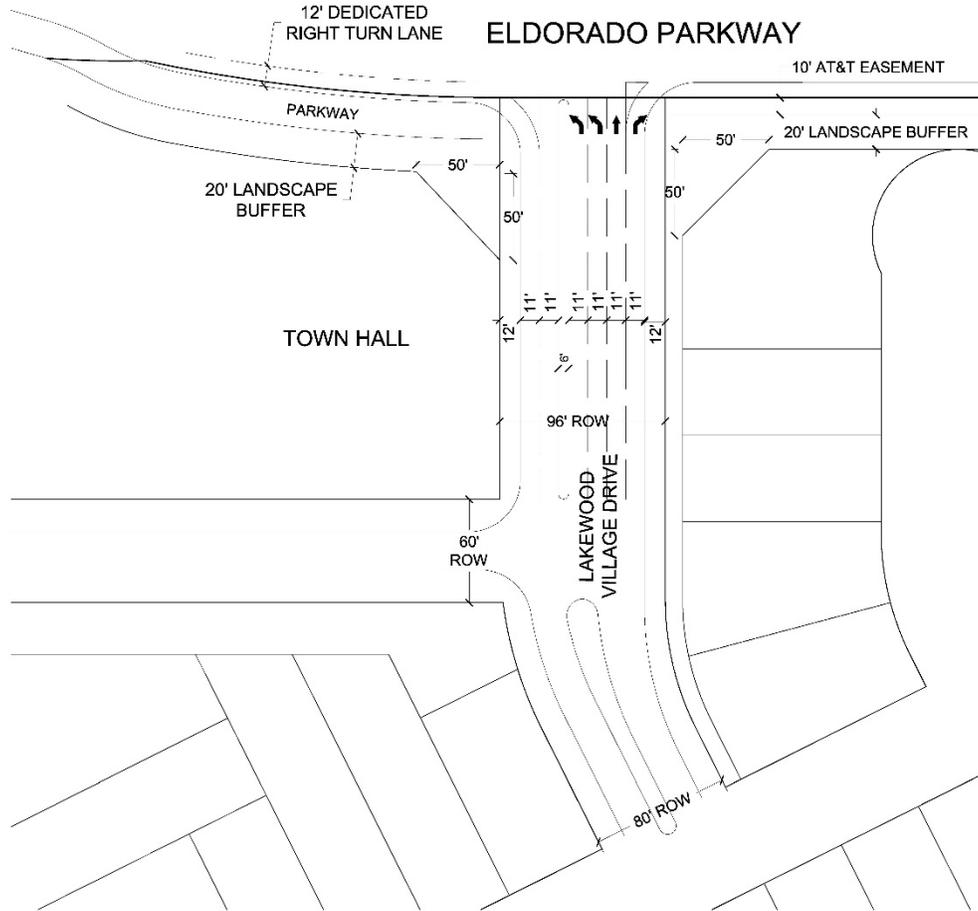
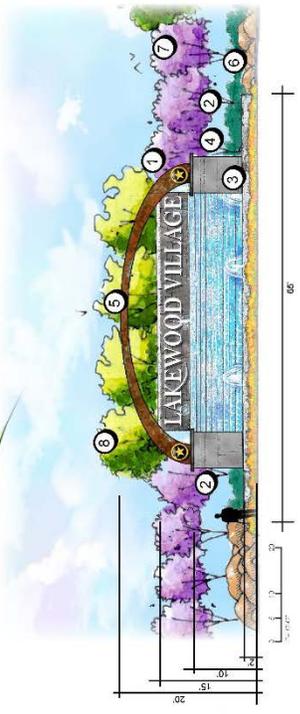


Exhibit F  
Entry Feature Plans – continued



**LEGEND**

- 1. STONE ENTRY SIGN WITH BACKLIT STEEL LETTERS
- 2. ACCENT WALLS
- 3. BUBBLERS IN FOUNTAIN
- 4. WATER FALL STEPS
- 5. METAL ARCH
- 6. NATIVE ORNAMENTAL GRASSES
- 7. ORNAMENTAL TREES
- 8. SHADE TREES
- 9. 8' WIDE SIDEWALK



LIMESTONE VENEER

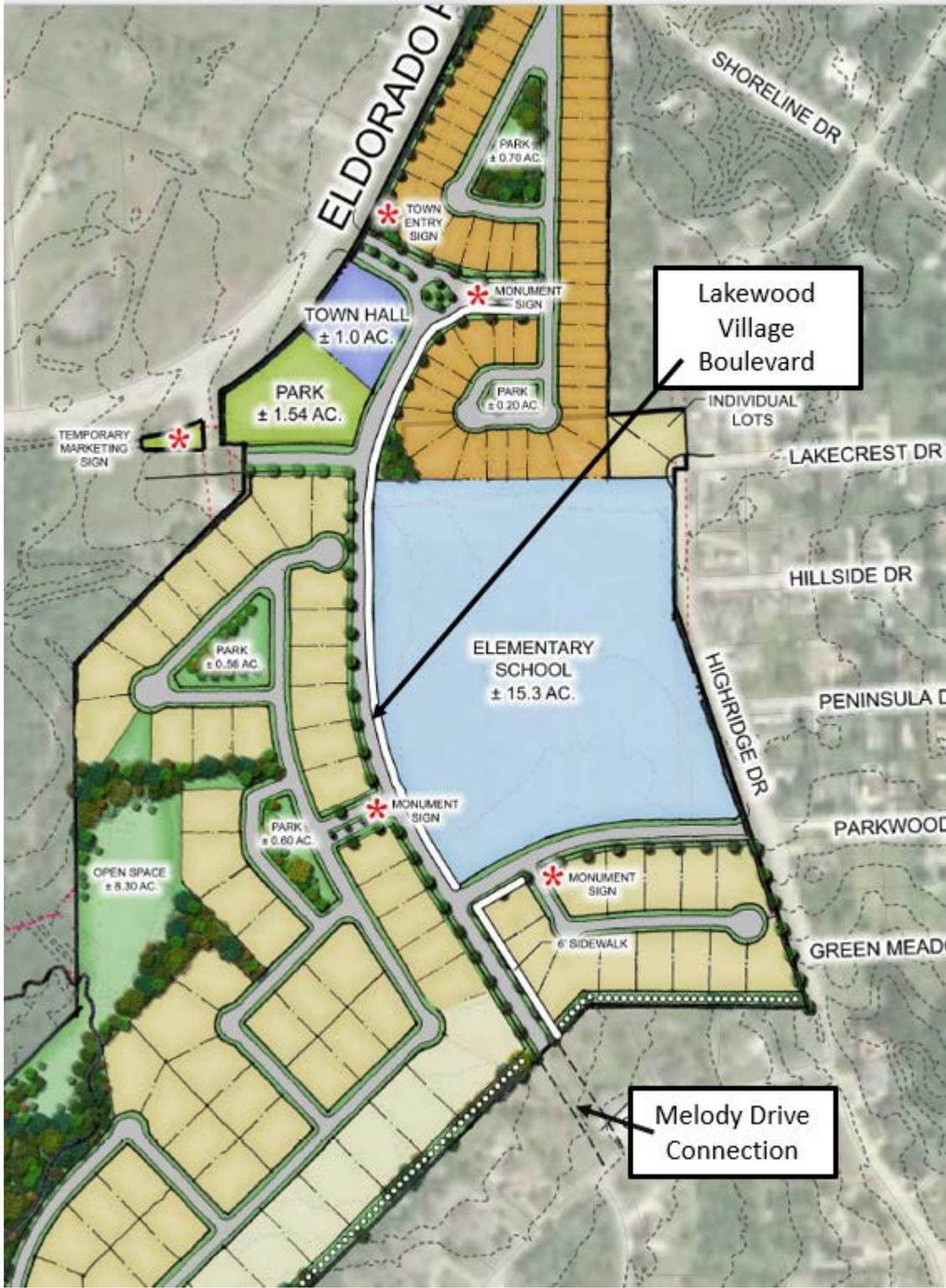


STEPS WITH BUBBLERS

Exhibit G  
Water and Wastewater Lines



Exhibit H  
Melody Drive Connection



**TOWN OF LAKEWOOD VILLAGE  
CRITICAL WATER EMERGENCY  
ORDINANCE ~~2223-XX~~18**

**AN ORDINANCE OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS PROVIDING FOR EMERGENCY WATER OPERATIONS; ESTABLISHING EMERGENCY WATER RATES; ESTABLISHING A WATER RATIONING PLAN; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lakewood Village, Texas is a Type A General Law Municipality located in Denton County, Texas, created in accordance with provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, in August 2021 water well #2 failed and was deemed unrepairable, thereby reducing the town's water production by 30 percent; and

**WHEREAS**, until a new well can be constructed, the Town will be unable to provide fire flow unless residents significantly reduce their consumption; and

**WHEREAS**, in order to manage water use a strict water rationing plan limiting the operation of irrigation systems is essential;

**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: Penalty Clause**

**A. Violation**

A person who knowingly 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**

After a single warning, the first offense is punishable for a fine up to \$500. The minimum fine established in this paragraph shall be doubled for the second conviction of the same offense within any 12-month period and tripled for the third and subsequent convictions of the same offense within any 12-month period. At no time shall the minimum fine exceed the maximum fine of \$2,000. After 4 violations, the town may prevent the use of the irrigation

system. If the use of irrigation has been discontinued due to repeated violations it may not be reinstated until the critical water emergency has been lifted.

**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, and shall remain in force until such time as the Mayor or Town Council determine that the water emergency provisions are no longer necessary.

**PASSED AND APPROVED** by the Town Council of the Town of Lakewood Village, Texas this the 10th day of August, 2023

---

Dr. Mark E. Vargus  
Mayor

**ATTESTED:**

---

Linda Ruth, TRMC, CMC  
Town Administrator/Town Secretary





# WATER EMERGENCY ORDINANCE

Adopted: April 14, 2022  
Amended: July 14, 2022  
Amended: August 10, 2023



**SECTION 1 Responsibility for Enforcement**

Enforcement of this Ordinance shall be the responsibility of the Mayor, Mayor Pro-tem, his/her designee, or any persons duly appointed by the Town Council.

**SECTION 2 Limitations on Irrigation Systems**

3.1 Irrigation systems can only be operated between the hours of 9 a.m. and 9 p.m. Irrigation can only be done on the following days based on the dwelling address:

- Monday & Thursday: Carrie, Highridge, Hillside
- Tuesday & Friday: Stowe, Woodcrest, Lakecrest, Meadowlake
- Wednesday & Saturday: Melody, Green Meadow, Peninsula, Parkwood
- Sunday: <NONE>

**SECTION 3 Exceptions**

4.1 Typical above ground oscillating sprinklers attached to a garden hose can be used on any day between the hours of 9 a.m. and 9 p.m. Only one such sprinkler is allowed on each property. Hand watering is permitted at any time.

4.2 Washing of cars and boats is permitted so long as the hose has an automatic shut-off nozzle. The use of water to wash or remove debris from driveways is not permitted.

4.3 Filling of pools is permitted on any day between the hours of 9 a.m. and 9 pm.

**SECTION 4 Emergency Water Rates**

5.1 For usage under 20,000 gallons, the rates shall be those adopted in the Town's consolidated fee ordinance. For usage over 20,000 gallons, the following rates shall apply and supersede those in the consolidated fee ordinance.

- 20,000 gallons - 30,000 gallons → \$12.00 per 1000 gallons
- 30,001 gallons - 50,000 gallons → \$25.00 per 1000 gallons
- > 50,000 gallons → \$25.00 per 1000 gallons

**SECTION 5 Excessive Water Usage**

It shall be unlawful for anyone to use more than 50,000 gallons in a billing period.

**End of Exhibit A**

Adoption and Summary of Amendments

Ordinance Number	Date	Summary
23-XX	August 10, 2023	• Added top tier for consumption over 50,000 gallons
22-18	July 14, 2022	• Restricted watering hours to 9am to 9pm • Change top billing tier to 30,000 gallons • Added provision for reinstatement of irrigation service disconnected for violations.
22-12	April 14, 2022	• Initial Adoption



**INTERLOCAL AGREEMENT BETWEEN THE TOWN OF LAKEWOOD VILLAGE  
AND THE LAKEWOOD VILLAGE MUNICIPAL DEVELOPMENT DISTRICT FOR  
ECONOMIC DEVELOPMENT FINANCING AS AUTHORIZED BY CHAPTER 380 OF  
THE TEXAS LOCAL GOVERNMENT CODE**

**THIS INTERLOCAL AGREEMENT BETWEEN THE TOWN OF LAKEWOOD VILLAGE AND LAKEWOOD VILLAGE MUNICIPAL DEVELOPMENT DISTRICT FOR THE ALLOCATION OF FUNDS FOR ECONOMIC DEVELOPMENT (“Agreement”) is entered into to be effective on the date in which the Lakewood Village Town Council approves the Agreement (“Effective Date”) , under and in accordance with the provisions of the Chapter 380 of Texas Local Government Code, by and between the **TOWN OF LAKEWOOD VILLAGE, TEXAS**, a General-Law Municipality (“Lakewood Village”), and the **LAKEWOOD VILLAGE MUNICIPAL DEVELOPMENT DISTRICT (“MDD”)**.**

**WHEREAS**, Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code authorize the Town to make loans of public funds for promoting local economic development; and

**WHEREAS**, Section 380.001-(2) of the Texas Local Government Code permits the Town to enter into agreements that promote economic development in the Town’s extraterritorial jurisdiction; and

**WHEREAS**, the creation of the Lakewood Village Municipal Development District (MDD) and the imposition of a ½ percent sales and use tax was approved by a majority of the qualified voters residing in the District on May 9, 2009; and

**WHEREAS**, Section 377.071 of the Texas Local Government Code permits a Municipal Development District to accept loans from a political subdivision of the state to fund a development project; and

**WHEREAS**, The Town Council of Lakewood Village believe that infrastructure improvements in the extraterritorial jurisdiction will promote economic development,

**NOW, THEREFORE, THE TOWN OF LAKEWOOD VILLAGE AND THE LAKEWOOD VILLAGE MUNICIPAL DEVELOPMENT DISTRICT ENTER INTO THE FOLLOWING LOAN AGREEMENT:**

**Sunset Provision** - Loan shall terminate and all outstanding balances shall be repaid within 90 days following the third anniversary of the effective date of this agreement unless the agreement is extended.

**Interest Rate and Calculation** - The interest shall be calculated and accrue on the last day of each month. The interest rate shall be the prime rate as determined by the Wall Street Journal Survey.

**Maximum Borrowing:**

The maximum amount of indebtedness, including accrued interest shall not exceed \$5,000,000.

**Financial Reporting**

For the period while a loan is outstanding the MDD shall report to the Town Council, at least semi-annually, details of the financial condition of the MDD.

**PASSED AND APPROVED** by the Town Council of the Town of Lakewood Village on this 10th day of August, 2023

APPROVED

ATTEST

\_\_\_\_\_  
Dr. Mark E. Vargus  
Mayor  
Town of Lakewood Village

\_\_\_\_\_  
Linda Ruth, TRMC, CMC  
Town Administrator/Town Secretary  
Town of Lakewood Village

**PASSED AND APPROVED** by the Lakewood Village Municipal Development District on this \_\_\_\_ day of \_\_\_\_\_, 2023

APPROVED

ATTEST

\_\_\_\_\_  
Linda Loudon  
President  
Lakewood Village MDD

\_\_\_\_\_  
Larry King  
Finance Director  
Lakewood Village MDD

**TOWN OF LAKEWOOD VILLAGE**

**ORDINANCE NO. 23-XX**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS LEVYING AND ADOPTING AN AD VALOREM PROPERTY TAX RATE FOR TAX YEAR 2023 AT THE RATE OF \$0.36 PER ONE HUNDRED DOLLARS ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE TOWN AS OF JANUARY 1, 2023; 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, IN ACCORDANCE WITH STATE LAW; PROVIDING FOR THE INCORPORATION OF PREMISES; ADOPTING AN EXEMPTION FROM THE TAX HEREIN LEVIED FOR PERSONS 65 YEARS OF AGE OR OLDER IN THE AMOUNT OF \$25,000 OF THE APPRAISED VALUE OF THEIR RESIDENCE HOMESTEAD; PROVIDING DUE AND DELINQUENT DATES, PENALTIES AND INTEREST; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A CUMULATIVE REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lakewood Village, Texas is a Type A General Law municipality acting pursuant to the authority provided to it under state law and the Texas Constitution;

**WHEREAS**, Section 302.001 of the Texas Tax Code permits a Type-A General Law municipality to levy, assess, and collect taxes within the jurisdiction of the Town for current expenses;

**WHEREAS**, the Town Council of the Town of Lakewood Village wishes, via a record vote, to adopt the proposed tax rate of \$0.36 for 2023, which is less than the Town's 2022 no-new-revenue rate of \$0.410203, more than the voter-approval rate of \$0.346581 , but less than the de minimis rate of \$0.607506. No election is required but the Town is required to hold a public hearing on the proposed tax rate pursuant to Section 26.05 of the Texas Tax Code; and

**WHEREAS**, the Town Council held public hearings on the proposed 2023 tax rate on July 13, 2023, and August 10, 2023, and gave all interested persons the opportunity to provide input on the proposed tax rate.

**WHEREAS**, the Town Council has approved, by a separate ordinance, adopted on the 13th of July, 2023 the budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024; 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. INCORPORATION OF PREMISES.**

All of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2. ADOPTION OF TAX RATE.**

That there be and is hereby levied for the year 2023 on all taxable property, real, personal and mixed, situated within the corporate limits of the Town of Lakewood Village, Texas and not exempt by the Constitution of the State and valid State laws, a tax of \$0.36 on each one hundred dollars (\$100.00) assessed value of taxable property, which shall be apportioned and distributed as follows:

- (a) For the purpose of defraying the current expenses of the municipal government of the Town, and for maintenance and operations of the municipal government of the Town, a tax of \$0.25 on each One Hundred Dollars (\$100.00) assessed value of all taxable property.
- (b) For the purpose of creating a sinking fund to pay the interest and principal on all outstanding bonds or indebtedness of the Town, not otherwise provided for, a tax of \$0.11 on each One Hundred Dollars (\$100.00) assessed value of all taxable property within the Town which shall be applied to the payment of such interest and maturates of all outstanding bonds and indebtedness.
- (c) 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.
- (d) **THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.**

**SECTION 3. DUE AND DELINQUENT DATES/INTEREST/PENALTIES.**

That all ad valorem taxes for the year 2023 shall become due and payable on October 1, 2023 and all ad valorem taxes for said year shall become delinquent if not paid on or before January 31, 2024. There shall be no discount for payment of taxes prior to January 31, 2024. A delinquent tax shall incur all penalty and interest authorized by law.

**SECTION 4. ENFORCEMENT.**

Taxes are payable to the Denton County Tax Assessor-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.

All taxes shall become a lien upon the property against which assessed, and the tax assessor and collector of the Town of Lakewood Village is hereby authorized and empowered to enforce the collections of such taxes according to the Constitution and laws of the State of Texas and ordinances of the Town of Lakewood Village shall, by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest; and, the interest and penalty collected from such delinquent taxes shall be apportioned to the general funds of the Town of Lakewood Village. All delinquent taxes shall bear interest from date of delinquency at the rate as prescribed by state law.

**SECTION 5. CUMULATIVE REPEALER.**

That all provisions of the ordinances of the Town of Lakewood Village, Texas in conflict with the provisions of this Ordinance be and the same are hereby repealed, and all other provisions of the ordinances of the Town of Lakewood Village, Texas not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**SECTION 6. SEVERABILITY.**

That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional.

**SECTION 7. EFFECTIVE DATE.**

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

**AYES** \_\_\_\_                      **NAYS** \_\_\_\_                      **ABSTAINED** \_\_\_\_

<b>Council Member:</b>	<b>For:</b>	<b>Against:</b>
<b>Darrell West, Mayor Pro-Tem</b>	_____	_____
<b>Clint Bushong</b>	_____	_____
<b>Eric Farage</b>	_____	_____
<b>Matt Bissonnette</b>	_____	_____
<b>Serena Lepley</b>	_____	_____

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, on this 10<sup>th</sup> day of August 2023.**

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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. 23-07**

**AN ORDINANCE OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS ADOPTING AND APPROVING THE BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2023 AND TERMINATING ON SEPTEMBER 30, 2023 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, 2023 and terminating September 30, 2024, 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 July 13, 2023 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.

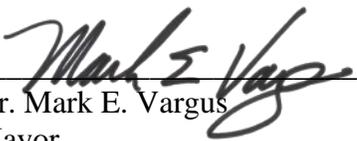
**NOW, THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS:**

1. That the budget attached hereto as Exhibit “A” and incorporated herein for all purposes is adopted for the fiscal year beginning October 1, 2023 and ending September 30, 2024; 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

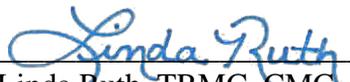
Town Council as amendments to the original budget.

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 13th day of July 2023.**

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

ATTESTED:

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





**TOWN OF LAKEWOOD VILLAGE, TEXAS  
FISCAL YEAR 2023-2024  
ANNUAL BUDGET**

This budget will raise **less** total property taxes than last year's budget by \$42,750 or six (6) percent. Of the total, the maintenance and operation (M&O) increase is \$71,250 or 17.6 percent. The debt servicing (I&S) decrease is \$114,000 or 20 percent. Of these amounts 2.7% or \$18,788 (M&O of \$13,048 and I&S of \$5,740) is tax revenue to be raised from new property added to the tax roll this year.

Debt obligations were decreased by a net of \$100,000 in the prior year and now total \$9,290,000. The 2020 Certificate of Obligation (CO) debt was reduced by \$75,000, the 2022 Certificate of Obligation (CO) debt was reduced by \$75,000. Scheduled Principal and Interest payments in 2024 will be \$423,662. Of this amount, debt servicing revenue will pay \$209,000 and other funds of \$214,662 will be used to pay the remainder.

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

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

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

TAX RATE	TAX YEAR 2023	TAX YEAR 2024
Property Tax Rate	\$0.4500	\$0.360000
No New Revenue (NNR) Rate	\$0.3912	\$0.410203
Voter Approval Rate (VAR)	\$0.4360	\$0.346581
De Minimus Tax Rate	\$0.7362	\$0.607506
Unused Increment Rate – 2022	\$0.0107	\$0.000000
Debt Rate	\$0.3897	\$0.223000
Debt Rate Adopted	\$0.2000	\$0.110000

DEBT RATE BREAKDOWN/\$100	PRINCIPAL	INTEREST
2020 Certificates of Obligation	\$0.0395	\$0.0792
2022 Certificates of Obligation	\$0.0132	\$0.0911

## 2023-2024 Operating Budget

<i>General Fund</i>						
REVENUES	2024 Budget	2024 YTD	2023 Budget	2023 YTD 6/31	2022 Budget	2022 Actual
Property Taxes	\$475,000		\$403,750	\$394,432	\$312,500	\$323,846
Franchise Fees	\$80,000		\$40,000	\$48,272	\$38,000	\$41,981
Sales Taxes	\$100,000		\$100,000	\$66,825	\$60,000	\$102,391
Fines & Forfeitures	\$3,000		\$3,000	\$311	\$3,000	\$8,425
Licenses & Permits	\$464,200		\$322,485	\$291,676	\$49,700	\$95,412
Fees & Service Charges	\$2,300		\$2,000	\$2,975	\$2,000	\$2,625
Miscellaneous	\$13,000		\$3,000	\$1,711	\$3,000	\$3,000
PID Amin Fees	\$22,000					
Equip Cost Recovery	\$40,000					
<b>TOTAL</b>	<b>\$1,199,500</b>		<b>\$874,235</b>	<b>\$806,202</b>	<b>\$468,200</b>	<b>\$577,680</b>
EXPENDITURES	2024 Budget	2024 YTD	2023 Budget	2023 YTD 6/31	2022 Budget	2022 Actual
General Government	\$207,000		\$196,000	\$179,768	\$164,850	\$191,753
Public Safety	\$60,000		\$56,000	\$35,100	\$46,000	\$53,420
Public Works	\$268,000		\$252,900	\$130,191	\$28,000	\$29,959
<b>TOTAL</b>	<b>\$535,000</b>		<b>\$504,900</b>	<b>\$345,059</b>	<b>\$238,850</b>	<b>\$275,132</b>
<b>OPERATING SURPLUS</b>	<b>\$664,500</b>		<b>\$369,335</b>	<b>\$461,143</b>	<b>\$243,350</b>	<b>\$302,548</b>
NON OPERATING			2023 Budget	2023 YTD 6/31	2022 Budget	2022 Actual
Interest Revenue	\$160,000		\$80,000	\$69,014	\$2,500	\$7,479
Capital Outlay Expenditure	\$0		\$0	(\$2,922)	(\$14,000)	(\$69,422)
Asset Sale						
Developer Agreement					\$0	\$1,428,183
Reimbursements	\$0			\$26,483	\$0	\$63,135
<b>SURPLUS / DEFICIT</b>	<b>\$160,000</b>		<b>\$80,000</b>	<b>\$92,575</b>	<b>(\$11,500)</b>	<b>\$1,429,375</b>
TRANSFERS						
In: Admin Fee	\$90,000		\$60,000	\$60,000	\$60,000	\$60,000
Out: Debt Servicing from M&O	(\$14,500)		\$0	\$0	(\$156,050)	(\$176,858)
In: UF Debt Servicing			\$112,426	\$0		
<b>TOTAL TRANSFERS</b>	<b>\$75,500</b>		<b>\$172,426</b>	<b>\$60,000</b>	<b>(\$96,050)</b>	<b>(\$116,858)</b>
<b>NET CASH FLOW</b>	<b>\$900,000</b>		<b>\$621,761</b>	<b>\$613,718</b>	<b>\$135,800</b>	<b>\$1,615,065</b>

## 2023-2024 Budget

<i>Utility Fund</i>						
REVENUES	2024 Budget	2024 YTD	2023 Budget	2023 YTD 6/31	2022 Budget	2022 Actual
Water	\$350,000		\$230,000	\$165,118	\$200,000	\$266,336
Sewer	\$170,000		\$145,000	\$93,130	\$135,000	\$131,488
Sanitation	\$100,000		\$75,000	\$50,733	\$67,500	\$70,293
Fees and Services	\$420,000		\$19,760	\$3,357	\$19,760	\$22,692
Other Income	\$0		\$0	\$150,896	\$121,000	\$123,342
<b>TOTAL</b>	<b>\$1,040,000</b>		<b>\$469,760</b>	<b>\$463,234</b>	<b>\$543,260</b>	<b>\$614,151</b>
EXPENDITURES	2024 Budget	2024 YTD	2023 Budget	2023 YTD 6/31	2022 Budget	2022 Actual
Contract Services	\$48,000		\$48,000	\$33,510	\$75,000	\$33,510
Administrative	\$100,000		\$115,000	\$69,654	\$74,700	\$69,654
Repairs and Maintenance	\$36,000		\$35,000	\$32,142	\$77,580	\$32,142
Miscellaneous	\$2,000		\$2,000	\$114	\$2,000	\$114
Garbage Collections	\$80,000		\$63,000	\$42,324	\$55,000	\$42,324
<b>TOTAL</b>	<b>\$266,000</b>		<b>\$263,000</b>	<b>\$177,744</b>	<b>\$284,280</b>	<b>\$177,744</b>
<b>OPERATING SURPLUS</b>	<b>\$774,000</b>	<b>\$0</b>	<b>\$206,760</b>	<b>\$285,490</b>	<b>\$258,980</b>	<b>\$436,407</b>
NON OPERATING	2024 Budget	2024 YTD	2023 Budget	2023 YTD 6/31	2022 Budget	2022 Actual
Interest Revenue	\$36,000		\$16,000	\$15,956	\$2,000	\$3,379
Capital Outlay Expenditure	\$0		\$0	(\$22,593)	(\$53,000)	(\$114,239)
<b>SURPLUS / DEFICIT</b>	<b>\$36,000</b>		<b>\$16,000</b>	<b>(\$6,637)</b>	<b>(\$51,000)</b>	<b>(\$110,860)</b>
TRANSFERS						
Out: GF I&S			(\$112,426)	\$0		
Out: Admin Fee	(\$80,000)		(\$50,000)	(\$37,500)	(\$50,000)	(\$60,000)
<b>TOTAL TRANSFERS</b>	<b>(\$80,000)</b>		<b>(\$162,426)</b>	<b>(\$37,500)</b>	<b>(\$50,000)</b>	<b>(\$60,000)</b>
I&S From GF			\$112,426	\$0		
I&S From Bond Fund	\$198,113		\$86,806	\$0		
Debt Servicing (Principle)	(\$25,000)		(\$25,000)	(\$25,000)	\$0	\$0
Debt Servicing (Interest)	(\$173,113)		(\$174,113)	(\$87,306)	\$0	(\$65,965)
<b>DEBT SERVICE</b>	<b>\$0</b>		<b>\$119</b>	<b>(\$112,306)</b>	<b>\$0</b>	<b>(\$65,965)</b>
<b>NET CASH FLOW</b>	<b>\$730,000</b>		<b>\$60,453</b>	<b>\$129,047</b>	<b>\$157,980</b>	<b>\$199,582</b>

## 2023-2024 Budget

<i>DEBT SERVICING FUND</i>						
	<b>2024 Budget</b>	<b>2024 YTD</b>	<b>2023 Budget</b>	<b>2023 YTD 6/1</b>	<b>2022 Budget</b>	<b>2022 Actual</b>
I&S Property Taxes	\$209,000		\$323,000	\$318,724	\$250,000	\$220,000
Interest Revenues	\$2,050			\$3,290		
General Fund Transfer	\$14,500		\$0	\$0	\$156,050	\$176,858
MDD Interest Payment					\$8,925	\$12,318
CO 2014 Debt Service (Interest)					<b>(\$8,925)</b>	<b>(\$12,318)</b>
CO 2014 Debt Service (Principle)					<b>(\$173,000)</b>	<b>(\$168,000)</b>
CO 2020 Debt Service (Interest)	<b>(\$150,550)</b>		<b>(\$154,300)</b>	<b>(\$77,391)</b>	<b>(\$158,050)</b>	<b>(\$213,858)</b>
CO 2020 Debt Service (Principle)	<b>(\$75,000)</b>		<b>(\$75,000)</b>	<b>(\$75,000)</b>	<b>(\$75,000)</b>	<b>(\$15,000)</b>
CO 2022 Debt Service (Interest)			<b>(\$87,426)</b>	<b>\$0</b>		
CO 2022 Debt Service (Principle)			<b>(\$25,000)</b>	<b>\$0</b>		
<b>TOTAL</b>	<b>\$0</b>		<b>\$6,274</b>	<b>\$169,623</b>	<b>\$0</b>	<b>\$0</b>

**ORDINANCE NO. 2023-XX**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, RELATED TO THE LAKEWOOD VILLAGE PUBLIC IMPROVEMENT DISTRICT NO. 1; RATIFYING AND CONFORMING PRIOR ACTIONS OF THE TOWN COUNCIL IN CONNECTION WITH THE DISTRICT; APPROVING AN OPERATIONS AND MAINTENANCE SERVICE AND ASSESSMENT PLAN UPDATE FOR MAINTENANCE OF AUTHORIZED IMPROVEMENTS WITHIN THE DISTRICT WHICH LIES WITHIN THE CORPORATE LIMITS OF THE TOWN; LEVYING ASSESSMENTS AGAINST THE ASSESSED PROPERTY TO PAY FOR MAINTENANCE OF AUTHORIZED IMPROVEMENTS WITHIN THE DISTRICT; PROVIDING FOR THE COLLECTION OF ASSESSMENTS; CREATING A CHARGE AND LIEN AGAINST THE ASSESSED PROPERTY; PROVIDING FOR PENALTIES FOR DELINQUENT ASSESSMENTS; CREATING A DISTRICT PROJECT FUND; MAKING LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "Act"), authorizes the Town Council (the "Council") of the Town of Lakewood Village, Texas (the "Town"), to create a public improvement district within the Town; and

**WHEREAS**, on April 14, 2022, the Town approved Resolution No. 22-11 (the "Authorization Resolution"), authorizing, establishing, and creating the Lakewood Village Public Improvement District No. 1 (the "District"); and

**WHEREAS**, on July 14, 2023, the Town Council adopted and approved Resolution No. 2023-06 accepting the updated *Preliminary Operations and Maintenance Service and Assessment Plan* (the "Preliminary SAP"), directing that the updated Preliminary SAP be filed with the Town Secretary and made available for public inspection, calling for a public hearing on August 10, 2023, (the "Assessment Hearing") to consider the levy of assessments against the Assessed Property to pay for the operation and maintenance of the District as described in the updated Preliminary SAP (the "Supplemental Services"), and authorizing and directing the Town Secretary to mail, publish, and otherwise provide notices of the Assessment Hearing as required by the Act; and

**WHEREAS**, the updated Preliminary SAP includes a service plan, assessment plan and assessment rolls as required by the Act; and

**WHEREAS**, the Town Secretary mailed and caused to be published notice of the Assessment Hearing before the 10<sup>th</sup> day before the date of the Assessment Hearing as required by the Act; and

**WHEREAS**, after mailing, publishing, and otherwise providing all notices of the Assessment Hearing as required by the Act, the Town Council conducted the Assessment Hearing on August 10, 2023, at the time and place and for the purposes set forth in the notices; and

**WHEREAS**, after all persons having and interest in the levy of assessments against the Assessed Property were given an opportunity to be heard in support of or in opposition to the assessments, the Town Council closed the Assessment Hearing on August 10, 2023; and

**WHEREAS**, after the closing of the Assessment Hearing, and after considering the information, materials, evidence and testimony offered to the Town Council prior to and at the Assessment Hearing, the Town Council has determined that it promotes the interest of the Town to adopt and approve this Ordinance.

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

**SECTION 1.** The findings set forth above, together with the Exhibits attached hereto, are incorporated into the body of this Ordinance as if fully set forth herein.

**SECTION 2.** The Town Council hereby accepts the update to the Operations and Maintenance Service and Assessment Plan and is incorporated as part of the Ordinance for all purposes as **Exhibit A**. The Operations and Maintenance Service and Assessment Plan shall be updated by the Town Council no less frequently than annually as required by the Act.

**SECTION 3.** Based on the updated Operations and Maintenance Service and Assessment Plan, the Town Council hereby levies an Assessment upon each Assessed Property in the amounts set forth on the Assessment Rolls.

**SECTION 4.** Each Assessment against an Assessed Property, together with Annual Collection Costs, and reasonable attorney’s fees, if incurred, constitutes a lien against the Assessed Property and is the personal liability of and charge against the owner of the Assessed Property regardless of whether the owner is named in this Ordinance.

**SECTION 5.** The Assessment lien against each Assessed Property created by is effective from the date of this Ordinance and “runs with the land.” The Assessment lien may be enforced by the Town, including foreclosure, in the same manner that an ad valorem tax lien is foreclosed. Any purchaser of an Assessed Property in foreclosure takes subject to the lien against the Assessed Property created by the Assessment.

**SECTION 6.** The Assessments against each Assessed Property as set forth in the Assessment Rolls are due and payable not later than January 31, 2024 and will be delinquent February 1, 2024. Delinquent Assessments shall incur interest, penalties, and attorney’s fees in the same manner as delinquent ad valorem taxes.

**SECTION 7.** The Town shall cause the Assessments to be billed and collected at the same time and in the same manner as the ad valorem taxes, and immediately deposit as follows:

7.1 The Town will deposit the annual installment of Assessments collected from Assessed Property within the District as follows: (1) The Operation and Maintenance Assessment revenue shall be deposited into the Operation and Maintenance Account.

**SECTION 8.** Based on materials and information prepared by Town staff and qualified

professional consultants, on testimony provided throughout the process of creating the District and levying the Assessments including, but not limited to, testimony offered at the Assessment Hearing, the Town Council, acting in its discretionary, legislative capacity hereby finds and determines:

8.1 That the Assessed Property is specially benefited by the Supplemental Services in an amount that meets or exceeds the Assessments.

8.2 The Assessments (i) are just and equitable; (ii) produces substantial equality, considering benefits received and the burdens imposed; (iii) results in equal shares of the cost of the services on property similarly benefited; and (iv) is authorized by and has been levied in accordance with the Act, state law, and ordinances of the Town.

8.3 That the Assessments against the Assessed Property are in amounts required to pay the costs of the Supplemental Services.

**SECTION 9.** The Town Council may make supplemental Assessments to correct omissions or mistakes related to the cost of the Supplemental Services and reassessments if the Town Council determines that any Assessment is excessive. The Town Council may also adjust the Assessments downward following each annual update to the Operations and Maintenance Service and Assessment Plan.

**SECTION 10.** This Ordinance incorporates, by reference, all provisions of the Act. In the event of any conflict between this Ordinance and the Act, the Act shall control.

**SECTION 11.** If any section, article, paragraph, sentence, clause, phrase or word of this Ordinance, or application thereto any persons or circumstances, is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the Town Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalid portions, which remaining portions shall remain in full force and effect.

**SECTION 12.** This Ordinance shall become effective from and after its date of passage and approval by the Town Council.

*[Remainder of page left blank intentionally.]*

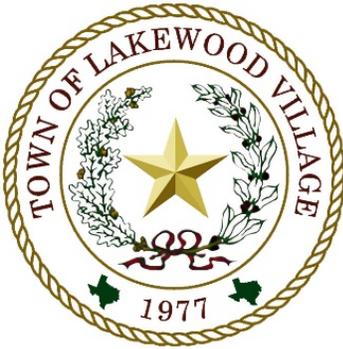
**PASSED AND APPROVED** by the Town Council of the Town of Lakewood Village, Texas on the 10<sup>th</sup> day of August, 2023.

APPROVED:

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

**ATTESTED:**

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



STATE OF TEXAS           §  
  §  
COUNTY OF DENTON       §

This instrument was acknowledged before me on the \_\_\_ day of August, 2023 by Dr. Mark E. Vargus and Linda Ruth, the Mayor and Town Secretary, respectively, of the Town of Lakewood Village, Texas on behalf of said Town.

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

(SEAL)

**Exhibit A**

Operations and Maintenance Service and Assessment Plan

*[Remainder of page left blank intentionally.]*

# Lakewood Village Public Improvement District No. 1

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OPERATION AND MAINTENANCE SERVICE AND ASSESSMENT PLAN

AUGUST 10, 2023



AUSTIN, TX | NORTH RICHLAND HILLS, TX | HOUSTON, TX

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## INTRODUCTION

Capitalized terms used in this O&M Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this O&M Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section” or an “Exhibit” shall be a reference to a Section of this O&M Service and Assessment Plan or an Exhibit attached to and made a part of this O&M Service and Assessment Plan for all purposes.

On April 14, 2022, the City Council passed and approved Resolution No. 22-11 authorizing the establishment of the District in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act. The purpose of the District is to finance the costs of Operations and Maintenance Costs that confer a special benefit on approximately 70.16 acres located within the extraterritorial jurisdiction of the Town as shown on **Exhibit D**.

The PID Act requires a Service Plan covering a period of at least five years and defining the annual indebtedness and projected Operation and Maintenance Costs. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an Assessment Plan that assesses the Operation and Maintenance Costs against the District based on the special benefits conferred on the District by the operation and maintenance of the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the Town Council. The Assessment against each Parcel must be sufficient to pay the share of the Operations and Maintenance Costs apportioned to the Parcel and cannot exceed the special benefit conferred on the Parcel by such Operations and Maintenance Costs. The Assessment Roll for the District is included as **Exhibit A**.

## SECTION I: DEFINITIONS

**“Administrator”** means the Town or independent firm designated by the Town who shall have the responsibilities provided in this O&M Service and Assessment Plan. The initial Administrator is P3Works, LLC.

**“Annual Collection Costs”** mean the actual or budgeted costs and expenses related to (1) preparation of updates to this O&M Service and Assessment Plan; (2) the performance of any duties or obligations imposed by this O&M Service and Assessment Plan related to (i) the collection and application of Operation and Maintenance Assessments, or (ii) the use of the foregoing to pay the Annual Installments; and (3) the maintenance of books and records.

**“Annual Installment”** means the annual installment payment of the Operations and Maintenance Assessment as calculated by the Administrator and approved by the City Council, plus Annual Collection Costs.

**“Assessed Property”** means any Parcel within the District other than Non-Benefitted Property against which an Operations and Maintenance Assessment is levied.

**“Assessment Ordinance”** means an ordinance adopted by the City Council in accordance with the PID Act that levies the Operation and Maintenance Assessments.

**“Assessment Plan”** means the methodology employed to assess the Operations and Maintenance Costs against the Assessed Property within the District based on the special benefits conferred on such property by the operation and maintenance of the Authorized Improvements, more specifically described in **Section V**.

**“Assessment Roll”** means any assessment roll for the Assessed Property within the District, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any O&M Annual Service Plan Update.

**“Authorized Improvements”** means improvements authorized by Section 372.003 of the PID Act, as listed in **Section III**.

**“County”** means Denton County, Texas.

**“Delinquent Collection Costs”** mean costs related to the collection of delinquent Operation and Maintenance Assessments, delinquent Annual Installments, or any other delinquent amounts due under this O&M Service and Assessment Plan including penalties and reasonable attorney’s fees actually paid, but excluding amounts representing interest and penalty interest.

**“District”** means the Lakewood Village Public Improvement District No. 1 containing approximately 70.16 acres located within the extraterritorial jurisdiction of the Town, and more specifically described in **Exhibit E** and depicted on **Exhibit D**.

**“DPS Services”** means Police, Fire, Rescue, and EMS Services as outlined in the Interlocal Cooperation Agreement for Law Enforcement Services between the Town of Lakewood Village and the Town of Little Elm, and the Interlocal Agreement for Fire, Rescue, and Emergency Medical Services between the Town of Lakewood Village, Texas, and the Town of Little Elm, Texas.

**“Initial Parcel”** means all of the Assessed Property within the District against which the entire Assessment is initially levied, as shown on the Assessment Roll.

**“Interlocal Agreement for Fire, Rescue, and Emergency Medical Services”** means the Interlocal Agreement entered by and between the Town of Lakewood Village and the Town of Little Elm for fire, rescue, and emergency medical services rendered by the Town of Little Elm for the benefit of the residents within the Lakewood Village Operation and Maintenance Public Improvement District No. 1, finally approved on September 7, 2021 and as may be amended from time to time.

**“Interlocal Cooperation Agreement for Law Enforcement Services”** means the Interlocal Agreement entered by and between the Town of Lakewood Village and the Town of Little Elm for providing residents of the Lakewood Village Operation and Maintenance Public Improvement District No. 1 with full-time law enforcement protection and services, finally approved on September 7, 2021 and as may be amended from time to time.

**“Long-Term Maintenance Projects”** means internal District roadway reconstruction projects identified by the Town Council as requiring replacement and included in the O&M Annual Service Plan Update based on a third-party engineer’s opinion of the actual street and roadway costs.

**“Lot”** means for any portion of the District for which a final subdivision plat has been recorded in the official public records of the County, a tract of land described by “lot” in such final and recorded subdivision plat.

**“Non-Benefitted Property”** means Parcels within the boundaries of the District that accrue no special benefit from the operations and maintenance of the Authorized Improvements as determined by the Town Council.

**“O&M Annual Service Plan Update”** means an update to this O&M Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the Town Council.

**“O&M Assessment Ordinance”** means any ordinance adopted by the Town Council in accordance with the Act that levies an Operations and Maintenance Assessment.

**“O&M Service and Assessment Plan”** means this Lakewood Village Public Improvement District No. 1 Operations and Maintenance Service and Assessment Plan as updated and amended from time to time.

**“Operation Expenses”** means the costs to provide services relating to public safety, roadway improvements and repair and administration of the District.

**“Operations and Maintenance Assessment”** means an assessment levied annually against a Parcel within the District and imposed pursuant to an O&M Assessment Ordinance to fund the Operation and Maintenance Costs.

**“Operations and Maintenance Costs”** means the costs to operate and maintain the Authorized Improvements that benefit the District based on a budget prepared annually by the Town and provided to the Administrator.

**“Parcel”** or **“Parcels”** means a specific property within the District identified by either a tax map identification number assigned by the Denton Central Appraisal District for real property tax purposes, by metes and bounds description, or by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the Town.

**“PID Act”** means Chapter 372, Texas Local Government Code, as amended.

**“Roadway Improvements and Repair”** means the cost to contract for improvements and/or repair of roadways located within the District as needed upon completion of street cuts required for repair/replacement of utilities located under the roadway.

**“Service Plan”** covers a period of at least five years and defines the annual indebtedness and projected Operations and Maintenance Costs more specifically described in **Section IV**.

**“Supplemental Services”** mean the Supplemental Services, which constitute public improvements as authorized by Section 372.003 of the Act. The Supplemental Services are described in detail in **Section III**.

**“Supplemental Services Cost”** means collectively the cost of the Operation and Maintenance, Roadway Improvements and Repair, and the Long-Term Maintenance Projects.

**“Town”** means the Town of Lakewood Village, Texas.

**“Town Council”** means the governing body of the Town.

## SECTION II: THE DISTRICT

The District includes approximately 70.16 contiguous acres located within the extraterritorial jurisdiction of the Town, as more particularly described by the legal description on **Exhibit E** and depicted on **Exhibit D**. Development of the District is anticipated to include approximately 285 single-family homes.

Development of the District is anticipated to include approximately 285 Lots developed with single family homes. 65 Lots are classified as Lot Type 1, 125 Lots are classified as Lot Type 2, 94 Lots are classified as Lot Type 3, and 1 Lot is classified as Lot Type 4.

### SECTION III: SUPPLEMENTAL SERVICES

The Town Council has determined that the services described below are public improvements in accordance with Section 372.003 of the Act, (the "Supplemental Services"). The Supplemental Services confer a special benefit on the Assessed Property and are described below.

- Operation Expenses
  - a. DPS Services
    - Providing for the payment of Police, Fire, Rescue and EMS Services to the Assessed Property in the District in accordance with Section 2, Section 6, and Section 7 of the Interlocal Cooperation Agreement for Law Enforcement Services, and Section 3, Section 4, Section 8, and Section 12 of the Interlocal Agreement for Fire, Rescue, and Emergency Medical Services as shown on **Exhibit F**.
  - b. Roadway Improvements and Repair
    - Maintaining the public Internal Roadways shown on the South Oak Phase 3 Final Plat based on the City's actual costs for routine maintenance and repair and to make roadway repairs upon the completion of required street cuts for allowed utilities, under the street.
- Long-Term Maintenance Projects

Reconstruction of the public Internal Roadways shown on the South Oak Phase 3 Final Plat based on a third-party engineer's opinion of the actual street and roadway replacement costs of street and roadway improvements.

### SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual indebtedness and projected Operations and Maintenance Costs of the District during the five-year period. The Service Plan must be reviewed and updated in each O&M Annual Service Plan Update. **Exhibit B** summarizes the Service Plan for the District.

## SECTION V: ASSESSMENT PLAN

The Act allows the Town Council to apportion the Supplemental Services Cost to the Assessed Property based on the special benefit received by the provision of Supplemental Services. The Act provides that the Supplemental Services Cost may be apportioned in any manner approved by the Town Council that results in imposing equal shares of such costs on property similarly benefited.

The determination by the Town Council of the assessment, required to meet the budgets under the respective Interlocal Agreements, utilizing methodologies set forth below is the result of discretionary exercise by the Town Council of its legislative authority and governmental powers; in conformance with Chapter 372; and is conclusive and binding on all owners and future owners of the Assessed Property.

### **A. Assessment Methodology**

The Town Council, acting in its legislative capacity, has determined that the Supplemental Services Cost shall be allocated as follows:

1. Operation Expenses
  - a. DPS Services Cost shall be allocated equally among all Lots located within the District according to Section 2, Section 6, and Section 7 of the Interlocal Cooperation Agreement for Law Enforcement Services, and Section 3, Section 4, Section 8, and Section 12 of the Interlocal Agreement for Fire, Rescue, and Emergency Medical Services and will be charged and collected annually based on Lots with available Certificates of Occupancy as of January 1. **Exhibit F** shows Section 2, Section 6, and Section 7 of the Interlocal Cooperation Agreement for Law Enforcement Services and Section 3, Section 4, Section 8 and Section 12 of the Interlocal Agreement for Fire, Rescue, and Emergency Medical Services.
  - b. Roadway Improvements and Repair costs shall be allocated 100% to the District Assessed Property. The Roadway Improvements and Repair Costs shall be allocated equally among all Lots located within the District Assessed Property.
2. Long-Term Maintenance Projects costs shall be allocated 100% to the District Assessed Property. The Long-Term Maintenance Projects costs shall be allocated equally among all Lots located within the District Assessed Property.

### **B. Assessments and Annual Installments.**

Assessments and Annual Installments shall be calculated and collected each year in an amount sufficient to pay the Supplemental Services Cost.

**C. Payment of Assessment in Annual Installments**

1. Annual Installments are calculated in this 2023 O&M Service and Assessment Plan and are subject to adjustment in each Annual Service Plan Update.
2. The Administrator shall prepare and submit to the Town Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the Act and in the same manner as ad valorem taxes for the City. The Town Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the Act.
3. Distribution of Annual Installments
  - a. The City will deposit Annual Installments collected from District Assessed Property in a reserve restricted account for as further subdivided: (1) DPS Revenue shall be deposited into the DPS Account; (2) Roadway Improvements and Repair Revenue shall be deposited into the Roadway Improvements Account; and (3) Long Term Maintenance Projects Revenue shall be deposited into the Long-Term Maintenance Account.
4. Sales of Lots within the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments, including Delinquent Collection Costs against the Lot, and the Lot may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the non-delinquent Annual Installments as they become due and payable.
5. If two or more Lots within the Assessed Property are consolidated, the Administrator shall allocate the Assessments against the Lots before the consolidation to the consolidated Lot, which allocation shall be approved by the Town Council in the next Annual Service Plan Update.
6. Each Annual Installment shall be delinquent if not paid prior to February 1 of the year following the Service Plan Update levying the Annual Installment.
7. The District Assessments are shown in Annual Installments on the Service Plan, attached hereto on **Exhibit B**. The Assessment Roll is attached as **Exhibit A**.

**D. Findings of Special Benefit**

The Town Council, acting in its legislative capacity, has found and determined the following:

1. Supplemental Services
  - a. DPS Services costs equal \$212,000.00 as shown on **Exhibit C** ; and
  - b. Roadway Improvements and Repair cost equals \$10,000.00 as shown on **Exhibit C**; and
  - c. Long-Term Maintenance Projects cost equals \$0.00 as shown on **Exhibit C**; and
  - d. Supplemental Services cost equals \$254,699.00 as shown on **Exhibit B**; and
  - e. The special benefit received by the District Assessed Property is equal to or greater than the District Assessments levied for the Supplemental Services cost.
2. Non-Benefited Property

Public Property, Homeowner Association Property and Lots within the District that are located within the Town’s corporate limits receive an incidental but not a special benefit from the Supplemental Services and are therefore Non-Benefited Property. None of the Supplemental Services cost is apportioned to the Non-Benefited Property.

**E. Annual Collection Costs**

The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. After the Final Plat is recorded in the County Records, the costs of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis calculated as the ratio of total Lots to the whole of the District. The Annual Collection Costs shall be collected as part of the Operation Expenses shown on the Assessment Roll, which may be revised based on Supplemental Services costs in any Annual Service Plan Update.

**SECTION VI: ADDITIONAL PROVISIONS**

**A. Calculation Errors**

If the owner of a Parcel claims that an error has been made in any calculation required by this O&M Service and Assessment Plan, including, but not limited to, any calculation made as part of any O&M Annual Service Plan Update, the owner’s sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1<sup>st</sup> of each year following Town Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the Town Council and the owner within 30 days of such receipt. The Town Council shall consider the owner’ notice of error and the Administrator’s response at a public meeting, and within 30 days after closing such

meeting, the Town Council shall make a final determination as to whether an error has been made. If the Town Council determines that an error has been made, the Town Council shall take such corrective action as is authorized by the PID Act, this O&M Service and Assessment Plan, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the Town Council. The determination by the Town Council as to whether an error has been made, and any corrective action taken by the Town Council, shall be final and binding on the owner and the Administrator.

**B. Amendments**

Amendments to this O&M Service and Assessment Plan must be made by the Town Council in accordance with the PID Act. To the extent permitted by the PID Act, this O&M Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Operations and Maintenance Assessments, Annual Installments, and other charges imposed by this O&M Service and Assessment Plan.

**C. Administration and Interpretation**

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this O&M Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the Town Council; and (3) interpret the provisions of this O&M Service and Assessment Plan. Interpretations of this O&M Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the Town Council by owners adversely affected by the interpretation. Appeals shall be decided by the Town Council after holding a public meeting at which all interested parties have an opportunity to be heard. Decisions by the Town Council shall be final and binding on the owners and their successors and assigns.

**D. Severability**

If any provision of this O&M Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

**SECTION VII: ASSESSMENT ROLL**

The Assessment Roll is attached as **Exhibit A**. The Administrator shall prepare and submit to the Town Council for review and approval, updates and proposed revisions to the Assessment Rolls and Annual Installments as part of each Annual Service Plan Update.

## EXHIBITS

The following Exhibits are attached to and made a part of this O&M Service and Assessment Plan for all purposes:

<b>Exhibit A</b>	Assessment Roll
<b>Exhibit B</b>	Service Plan
<b>Exhibit C</b>	Operations and Maintenance Budget
<b>Exhibit D</b>	District Boundary Map
<b>Exhibit E</b>	District Legal Description
<b>Exhibit F</b>	DPS Services Cost

**EXHIBIT A – ASSESSMENT ROLL**

Property ID <sup>[a]</sup>	Lot Type	Operation Expenses	Long-Term Maintenance Projects	Total Annual Installment Due 1/31/2024 <sup>[b]</sup>
168221, 205956, 205957, 205958, 205959, 205960, 205961, 205962, 205963, 206964	Initial Parcel	\$ 254,699.00	\$ -	\$ 254,699.00
<b>Total</b>		<b>\$ 254,699.00</b>	<b>\$ -</b>	<b>\$ 254,699.00</b>

**Footnotes:**

[a] Per Denton CAD. Property IDs are preliminary and subject to change. The Assessment and Annual Installment will be allocated to each Property ID within the District per Denton CAD based on acreage for billing purposes as shown on the table below, and shall be further allocated pursuant to **Section VI**.

[b] The Annual Installment covers the period September 15, 2023 to September 14, 2024 and is due by January 31, 2024.

Property ID <sup>[a]</sup>	Lot Type	Operation Expenses	Long-Term Maintenance Projects	Total Annual Installment Due 1/31/2024
168221	Initial Parcel	\$ 17,419.28	\$ -	\$ 17,419.28
205956	Initial Parcel	\$ 76,964.36	\$ -	\$ 76,964.36
205957	Initial Parcel	\$ 59,752.92	\$ -	\$ 59,752.92
205958	Initial Parcel	\$ 14,036.16	\$ -	\$ 14,036.16
205959	Initial Parcel	\$ 14,036.16	\$ -	\$ 14,036.16
205960	Initial Parcel	\$ 14,036.16	\$ -	\$ 14,036.16
205961	Initial Parcel	\$ 14,613.49	\$ -	\$ 14,613.49
205962	Initial Parcel	\$ 14,613.49	\$ -	\$ 14,613.49
205963	Initial Parcel	\$ 11,005.22	\$ -	\$ 11,005.22
206964	Initial Parcel	\$ 18,221.75	\$ -	\$ 18,221.75
<b>Total<sup>[a]</sup></b>		<b>\$ 254,698.99</b>	<b>\$ -</b>	<b>\$ 254,698.99</b>

**Footnotes:**

[a] Totals may not add or match Service Plan due to rounding.

**EXHIBIT B – SERVICE PLAN**

	1/31/2024	1/31/2025 <sup>1</sup>	1/31/2026 <sup>1</sup>	1/31/2027 <sup>1</sup>	1/31/2028 <sup>1</sup>
<b>Annual Installment Due</b>					
Operation Expenses	(1) \$ 254,699	\$ 157,451	\$ 205,642	\$ 372,541	\$ 395,554
Long Term Maintenance Projects	(2) \$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Annual Installment</b>	<b>(3) = (1) + (2)</b>	<b>\$ 157,451</b>	<b>\$ 205,642</b>	<b>\$ 372,541</b>	<b>\$ 395,554</b>

*Notes:*

1) The Annual Installments for years 2025 through 2028 are estimates and are subject to change as the PID Act requires the Operation Expenses and Long Term Maintenance Projects be calculated and levied each year by the City Council.

**EXHIBIT C – OPERATIONS AND MAINTENANCE BUDGET**

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
<b>Revenue</b>					
Assessment Revenue <sup>(a)</sup>	\$ 254,699	\$ 157,451	\$ 205,642	\$ 372,541	\$ 395,554
Interest <sup>(b)</sup>	-	200	200	200	200
Assessment - Penalties and Interest	-	100	100	100	100
Fines and Forfeitures <sup>(d)</sup>	-	-	-	-	-
<b>Total Revenue</b>	<b>\$ 254,699</b>	<b>\$ 157,751</b>	<b>\$ 205,942</b>	<b>\$ 372,941</b>	<b>\$ 395,854</b>
<b>Operation Expenses</b>					
<i>DPS Services - Law Enforcement</i>					
Officer Salaries <sup>(c)</sup>	\$ -	\$ 37,162	\$ 69,256	\$ 229,470	\$ 235,206
Officer Vehicles <sup>(e)</sup>	\$ 90,000	-	-	-	-
Officer Body Equipment <sup>(f)</sup>	\$ 50,000	-	\$ 10,000	\$ 10,000	\$ 20,000
Sub Total	\$ 140,000	\$ 37,162	\$ 79,256	\$ 239,470	\$ 255,206
<i>DPS Services - Fire, Rescue and EMS</i>					
EMS Base Fee <sup>(g)</sup>	\$ 53,000	\$ 58,300	\$ 64,130	\$ 70,543	\$ 77,697
Incident Response Fees <sup>(h)</sup>	\$ 19,000	\$ 19,000	\$ 19,000	\$ 19,000	\$ 19,000
Sub Total	\$ 72,000	\$ 77,300	\$ 83,130	\$ 89,543	\$ 96,697
<b>Total DPS Services</b>	<b>\$ 212,000</b>	<b>\$ 114,462</b>	<b>\$ 162,386</b>	<b>\$ 329,013</b>	<b>\$ 351,904</b>
<i>Roadway Improvements</i>					
Repair <sup>(i)</sup>	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Sub Total	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
<i>Annual Collection Costs</i>					
Administration <sup>(j)</sup>	\$ 27,600	\$ 27,810	\$ 28,014	\$ 28,243	\$ 28,466
Annual Audit <sup>(k)</sup>	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Denton County Billing & Collection	\$ 99	\$ 180	\$ 240	\$ 285	\$ 285
Sub Total	\$ 32,699	\$ 32,990	\$ 33,254	\$ 33,528	\$ 33,751
<b>Total Operation Expenses</b>	<b>\$ 254,699</b>	<b>\$ 157,452</b>	<b>\$ 205,640</b>	<b>\$ 372,540</b>	<b>\$ 395,554</b>
<b>Long Term Maintenance Projects</b>					
Road Replacement Fund <sup>(m)</sup>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Long-Term Maintenance Projects</b>	<b>\$ -</b>				
<b>Total Expense</b>	<b>\$ 254,699</b>	<b>\$ 157,452</b>	<b>\$ 205,640</b>	<b>\$ 372,540</b>	<b>\$ 395,554</b>

Notes:

(a) Each following year is an estimate only, assuming assessed value increases by 2%. Actual Assessed Value shall be updated in each year in such corresponding O&M Annual Service Plan Update.

(b) Interest earnings on the restricted PID funds held in separate account.

(c) Per Section 8 of the Interlocal Agreement for Law Enforcement Services with the Town of Little Elm.

(d) Per Section 6(a) of the Interlocal Agreement for Law Enforcement Services with the Town of Little Elm.

(e) Per Sections 6(c) and 7(a) of the Interlocal Agreement for Law Enforcement Services with the Town of Little Elm.

(f) Per Section 7(b) of the Interlocal Agreement for Law Enforcement Services with the Town of Little Elm.

(g) Per Sections 8 and 12 of the Interlocal Agreement for Fire, Rescue and Emergency Medical Services with the Town of Little Elm.

(h) Includes funding for two officers beginning in FY 2027 based on issuance of Certificate of Occupancy for 75% of lots as required by Section 6 of the IIA with the Town of Little Elm.

(i) Includes escalation of 10% per year after year 1 per Section 8 of Interlocal Agreement.

(j) Includes PID Consultant fees and City PID Fee of \$60 per lot (285 residential lots) to cover direct City Administration costs.

(k) Allocation for a portion of the City's Annual Audit expense related to the PID (Included as Component Unit of the City in CAFR).

(l) Estimate of costs associated with street cuts required for utility rehabilitation and repair.

(m) Per Town of Lakewood Village Resolution No. 22-11. Costs to be provided by third-party engineer and effective upon the June 2022 expiration of the maintenance bond.

**EXHIBIT D – DISTRICT BOUNDARY MAP**



LAKWOOD VILLAGE	
06-11-20	08
08-11-20	12
09-11-20	14
10-11-20	16

**South Oak III - LAYOUT PLAN**

Lakewood Village, Texas  
May 2022



Bou

**EXHIBIT E – DISTRICT LEGAL DESCRIPTION**

**EXHIBIT A  
METES AND BOUNDS DESCRIPTION OF THE PROPERTY**

Legal Description

Being a tract of land situated in the Christopher C. Dickson Survey, Abstract No. 339, Denton County, Texas, and being Lots 1-9 of Cardinal Ridge Estates, an Addition in Denton County, Texas, according to the map recorded in Cabinet P, Page 256, Map Records, Denton County, Texas, said being conveyed to The Sanctuary Texas LLC, a Texas limited liability company, by Special Warranty Deed recorded in Instrument No. 106441, Real Property Records, Denton County, Texas, and a tract of land conveyed to The Sanctuary Texas LLC, a Texas limited liability company, by Special Warranty Deed recorded in Instrument No. 106442, Real Property Records, Denton County, Texas, and together being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found at the Northeast corner of a tract of land conveyed to Kristen E. Byler and Craig Byler by Deed recorded in Document No. 2015-128423, Real Property Records, Denton County, Texas, said point being on the West right-of-way line of W. Eldorado Parkway (public right-of-way);

THENCE North 89 degrees 43 minutes 58 seconds West, along the North line of said Byler tract, a distance of 840.58 feet to a 5/8 inch iron rod found at the Northwest corner of said Byler tract (Doc. No. 2015-128423);

THENCE South 00 degrees 25 minutes 48 seconds East, along the West line of said Byler tract (Doc. No. 2015-128423), a distance of 33.54 feet to a point for corner from which a 5/8 inch iron rod found for witness with a bearing and distance of North 75 degrees 01 minutes 01 seconds West, 0.82 feet;

THENCE South 25 degrees 42 minutes 12 seconds West, continuing along said West line of Byler tract (Doc. No. 2015-128423), a distance of 263.78 feet to a 5/8 inch iron rod found at the West corner of a tract of land conveyed to Craig Byler and Rebecca J. Byler by Deed recorded in Volume 4997, Page 3818, Deed Records, Denton County, Texas;

THENCE South 64 degrees 14 minutes 49 seconds East, along the Southwest line of said Byler tract (Vol. 4997, Pg. 3818), a distance of 862.58 feet to a point for corner at the South corner of said Byler tract (Vol. 4997, Pg. 3818), said point being on the Northwest right-of-way line of said W. Eldorado Parkway;

THENCE South 26 degrees 06 minutes 08 seconds West, along said Northwest right-of-way line of W. Eldorado Parkway, a distance of 245.99 feet to a point for corner at the East corner of a tract of land conveyed to John W. Plagman and Cynthia J. Plagman by Deed recorded in Document No. 94-R0078360, Real Property Records, Denton County, Texas;

THENCE North 64 degrees 15 minutes 46 seconds West, along the Northeast line of said Plagman tract, a distance of 860.82 feet to a 5/8 inch iron rod found at the North corner of said Plagman tract;

THENCE South 25 degrees 45 minutes 30 seconds West, along the Northwest line of said Plagman tract, a distance of 737.20 feet to a point for corner at the common West corner of a tract of land conveyed to Eldorado West Property LLC, by Deed recorded in Instrument No. 107057, Real Property Records, Denton County, Texas, and the Northeast corner of a tract of land conveyed to Mitch Dudley Enterprises, Inc., by Deed recorded in Instrument No. 12560, Real Property Records, Denton County, Texas;

THENCE South 87 degrees 19 minutes 23 seconds West, along the North line of said Mitch Dudley Enterprises tract (Inst. No. 12560), passing at a distance of 4.88 feet, a 5/8 inch iron rod found at the common Northwest corner of said Mitch Dudley Enterprises (Inst. No. 12560) and the Northeast corner of a tract of land conveyed to Mitch Dudley Enterprises, Inc., by Deed recorded in Instrument No. 28970, Real Property Records, Denton County, Texas, and having a total distance of 260.64 feet to a 1/2 inch iron rod found at the common Northwest corner of said Mitch Dudley Enterprises tract (Inst. No. 28970), the Northeast corner of a tract of land conveyed to Rohwer Real Estate, LLC., by Deed recorded in Instrument No. 13467, Real Property Records, Denton County, Texas, and the Southeast corner of a tract of land conveyed to Michael Kohlsmidt and Kara Kohlschmidt by Deed recorded in Instrument No. 42768, Real Property Records, Denton County, Texas;

THENCE North 31 degrees 14 minutes 01 seconds West, along the Northeast line of said Kohlsmidt tract, a distance of 441.82 feet to a 1/2 inch iron rod found at the Northeast corner of a tract of land conveyed to Rohwer Management Trust by Deed recorded in Instrument No. 13466, Real Property Records, Denton County, Texas;

THENCE North 76 degrees 14 minutes 15 seconds West, along the North line of said Rohwer Management Trust tract, a distance of 1,496.73 feet to a 1/2 inch iron rod found at the Northwest corner of said Rohwer Management Trust tract, said point being on the East line of a tract of land conveyed to the City of Dallas by Deed recorded in Volume 192, Page 364, Deed Records, Denton County, Texas;

THENCE Northerly, traversing along said East line of City of Dallas tract as follows:

North 00 degrees 43 minutes 39 seconds West, a distance of 171.07 feet to a 5/8 inch iron rod found for corner;

North 00 degrees 45 minutes 26 seconds West, a distance of 593.96 feet to a 1/2 inch iron rod found at the Southwest corner of Lot 6X, Block B of South Oak - Phase 2, an Addition to Denton County, Texas, according to the map recorded in Document No. 2021-274, Map Records, Denton County, Texas;

THENCE North 89 degrees 36 minutes 11 seconds East, along the South line of said Lot 6X, Block B, a distance of 2,430.16 feet to a 5/8 inch iron rod found at the most Southern Northwest corner of Augusta Court right-of-way (variable width emergency access right-of-way), said point being on the South line of Lot 1, Block B of South Oak - Phase 1, an Addition in Denton County, Texas, according to the map recorded in Document No. 2019-354, Real Property Records, Denton County, Texas;

THENCE South 00 degrees 39 minutes 13 seconds East, along said Augusta Court right-of-way, a distance of 36.98 feet to a 5/8 inch iron rod found for corner;

THENCE South 89 degrees 46 minutes 35 seconds East, along said Augusta Court right-of-way, a distance of 906.95 feet to a 5/8 inch iron rod found for corner on the South line of a tract of land conveyed to Duyen Nguyen and Canh-Van Nguyen by Deed recorded in Document No. 93-R0030424, Real Property Records, Denton County, Texas, said point being on the aforementioned West right-of-way line of W. Eldorado Parkway;

THENCE South 00 degrees 25 minutes 36 seconds West, along said West right-of-way line of W. Eldorado Parkway, a distance of 309.84 feet to the POINT OF BEGINNING and containing 3,056,159 square feet or 70.16 acres of land.

## EXHIBIT F – DPS SERVICES COST

The following shows Section 2, Section 6, and Section 7 of the Interlocal Cooperation Agreement for Law Enforcement Services, and Section 3, Section 4, Section 8, and Section 12 of the Interlocal Agreement for Fire, Rescue, and Emergency Medical Services that sets forth the terms for DPS Services Cost. As stated in **Section IV** of this 2023 O&M Service and Assessment Plan, the charges will be in the amount referenced in the stated sections but will be charged and collected annually.

- Interlocal Cooperation Agreement for Law Enforcement Services

**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 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

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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
6. 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.

- Interlocal Agreement for Fire, Rescue, and Emergency Medical Services

### 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

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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

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*OR*

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 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 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.