



**LAKEWOOD VILLAGE TOWN HALL
100 HIGHRIDGE DRIVE
LAKEWOOD VILLAGE, TEXAS
TOWN COUNCIL MEETING
JUNE 30, 2022 6:00 P.M.**

SPECIAL SESSION – AGENDA

Call to Order and Announce a Quorum is Present

A. PLEDGE TO THE FLAG:

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

C. PUBLIC HEARING: A public hearing is scheduled to receive a report, hold a discussion, conduct public hearing on an Ordinance annexing property, as requested by the owner, presently located within the extraterritorial jurisdiction of Lakewood Village, Texas; providing for amending of the Official Town Map; providing for municipal services; requiring the filing of the Ordinance with the county clerk; prescribing for effect on territory/area, granting as appropriate to all the inhabitants of the property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of the Lakewood Village, Texas; and providing for other matters related thereto for the following property of 4.7860 acre tract of land described as A0339A C.C Dickson, TR (1), 4.786 Acres; and being all that certain tract or parcel of land situated in Denton County, Texas with the legal description as follows: 4.6960 acre tract of land described as A0339A C.C Dickson, TR 1(N), 4.696 Acres.

D. PUBLIC HEARING: A public hearing is scheduled to receive a report, hold a discussion, conduct public hearing to consider testimony regarding the dissolution of the existing Lakewood Village Public Improvement District No. 1 and act upon a resolution dissolving the existing Lakewood Village Public Improvement District No. 1.

E. PUBLIC HEARING: A public hearing is scheduled to receive a report, hold a discussion, conduct public hearing to consider testimony regarding the creation of the new Lakewood Village Public Improvement District No. 1 and act upon a resolution creating the Lakewood Village Public Improvement District No. 1.

F. REGULAR AGENDA:

1. Consideration of Development Agreement with Mitch Dudley Enterprises (Vargus)
2. Consideration of Ordinance Annexing an approximately the tracts of land described as A0339A C.C. Dickson, Tr 1(N), 4.696 Acres; and A0339A C.C. Dickson, Tr 1(I), 4.786 Acres (Vargus)
3. Consideration of Denton Central Appraisal District 2022-2023 Budget (Vargus)
4. Discussion of Critical Water Emergency Status (Vargus)

**LAKEWOOD VILLAGE TOWN
COUNCIL
SPECIAL AGENDA
JUNE 30, 2022**

Page 2 of 2

5. Discussion of Water and Wastewater Infrastructure Improvements (Vargus)
6. Resolution Approving the Dissolution of the existing Lakewood Village Public Improvement District No 1 (Ruth)
7. Resolution Approving the Creation of the new Lakewood Village Public Improvement District No 1 (Ruth)
8. Consideration of Variance for 595 Melody Front Facing Garage (Ruth)
9. Consideration of Professional Services Agreement with Villas at Lakewood LLC (Ruth)

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

1. § 551.087 Texas Government Code to wit: Economic Development Negotiations regarding First Texas Homes, Taylor Morrison-South Oak, Project Lakewood Village Partners, Project Slade Rock, Project Lightning Bolt; 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 and zoning standards; and
3. § 551.072 Texas Government Code to wit: deliberations about real property regarding First Texas Homes, Taylor Morrison-South Oak, Project Lakewood Village Partners, Project Slade Rock, and Project Lightning Bolt.

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

I. ADJOURNMENT

I do hereby certify that the above notice of meeting was posted on the designated place for official notice at 5:10 p.m. on Friday, June 24, 2022.



Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary



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

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

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

**TOWN OF LAKEWOOD VILLAGE, TEXAS
RESOLUTION NO. 22-16**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, DISSOLVING THE LAKEWOOD VILLAGE PUBLIC IMPROVEMENT DISTRICT NO. 1 AUTHORIZED BY TOWN COUNCIL RESOLUTION NO. 22-09 DUE TO THE REQUEST FOR THE CREATION OF A NEW THE LAKEWOOD VILLAGE PUBLIC IMPROVEMENT DISTRICT NO. 1 AND RESOLVING OTHER MATTERS INCIDENT THERETO.

WHEREAS, Chapter 372 of the Texas Local Government Code (the “*Act*”) authorizes the creation of public improvement districts; and

WHEREAS, on April 14, 2022, by Resolution No. 22-09 the Town Council (the “*Town Council*”) of the Town of Lakewood Village, Texas (the “*Town*”) after public hearing, authorized the creation of The Lakewood Village Public Improvement District No. 1 (the “*Original District*”); and

WHEREAS, on June 7, 2022, the owners of real property within the Original District submitted and filed with the Town Secretary of the Town a petition (the “*Dissolution Petition*”), requesting that the Town Council dissolve the Original District subject to the creation of a new public improvement district for the development known as The Sanctuary (the “*New District*”); and

WHEREAS, on June 7, 2022, by separate petition, the owners of real property submitted and filed with the Town Secretary of the Town a petition (the “*Creation Petition*”) requesting that the Town Council create the New District to address increased estimated costs of Authorized Capital Improvements (as defined in the Creation Petition) to be constructed within the District; and

WHEREAS, as of the date of this Resolution, no assessments have been levied on property within the Original District; and

WHEREAS, the Dissolution Petition was signed by: (i) the owners of taxable real property representing more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment, as determined by the current roll of the Denton Central Appraisal District, and (ii) the record owners of real property who: (A) constitute more than fifty percent (50%) of all record owners of property that is liable for assessment within the District; or (B) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment; and

WHEREAS, the Act requires that prior to the adoption of a resolution dissolving the Original District, the Town Council must hold a public hearing on the advisability of dissolving the Original District in the same manner as a public hearing under Section 372.009 of the Act; and

WHEREAS, after providing due notice as required by applicable law, including the Act, the Town Council held a public hearing on June 30, 2022, on the Dissolution Petition and the dissolution of the Original District; and

WHEREAS, after hearing all public comments and testimony relating to the Dissolution Petition, the Town Council closed the public hearing; and

WHEREAS, the Town Council now wishes to dissolve the Original District.

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

Section 2. The Dissolution Petition submitted to the Town was filed with the Town Secretary and Town staff determined that same complied with the requirements of the Act.

Section 3. The Town Council has considered the Dissolution Petition and the evidence and testimony presented at the public hearing on June 30, 2022.

Section 4. Pursuant to the Act, including, without limitation, Section 372.011 and 372.009, the Town Council hereby finds and declares that the Lakewood Village Public Improvement District No. 1 created by Resolution 22-09 is dissolved for all purposes.

Section 5. The Town Council hereby authorizes and directs the Town Secretary, on or before July 7, 2022, in accordance with the Act, to file a copy of this Resolution dissolving the Original District with the county clerk of each county in which all or part of the Original District is located.

Section 6. Effective upon the date of the passage of this Resolution, the Original District shall be dissolved.

Section 7. This Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED THIS THE 30TH DAY OF JUNE, 2022.

**TOWN OF LAKEWOOD VILLAGE,
TEXAS**

Dr. Mark E. Vargus
Mayor

ATTESTED:

Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary



STATE OF TEXAS

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§
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COUNTY OF DENTON

This instrument was acknowledged before me on _____, 2022, by Dr. Mark Vargus, Mayor of the Town of Lakewood Village, Texas on behalf of said Town.

Notary Public, State of Texas

(SEAL)

TOWN OF LAKEWOOD VILLAGE, TEXAS

RESOLUTION NO. 22-17

**A RESOLUTION OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS
AUTHORIZING AND CREATING THE LAKEWOOD VILLAGE PUBLIC
IMPROVEMENT DISTRICT NO. 1 IN ACCORDANCE WITH CHAPTER
372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR
RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Town of Lakewood Village, Texas (the “Town” or “Lakewood Village”), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the “Act”), to create a public improvement district within its Town limits or its extraterritorial jurisdiction (“ETJ”); and

WHEREAS, on June 7, 2022, the owners of (1) taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal (the “Petitioner”), submitted and filed with the Town Secretary of the Town (the “Town Secretary”) a petition (“Petition”) requesting the establishment of a public improvement district for property within the ETJ of the Town; and

WHEREAS, the Petition requested the creation of the Lakewood Village Public Improvement District No. 1 (the “District”), which District is located within the ETJ of the Town and more particularly described by metes and bounds in **Exhibit A** and depicted in **Exhibit B** (the “Property”) each attached hereto and incorporated herein for all purposes; and

WHEREAS, the Town Council of Lakewood Village (the “Town Council”) has investigated and determined that the facts contained in the Petition are true and correct; and

WHEREAS, after publishing notice in the *Denton Record-Chronicle*, an official newspaper of general circulation in the Town and in the part of the ETJ in which the District is located and mailing notice of the hearing, all as required by and in conformity with the Act, the Town Council, conducted a public hearing on the advisability of the improvements and services on June 30, 2022; and

WHEREAS, the Town Council closed the public hearing on the advisability of the improvements and services on June 30, 2022.

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

Section 2. The Petition submitted to the Town by the Petitioner was filed with the Town Secretary and complies with Section 372.005 of the Act.

Section 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the Town Council, after considering the Petition and the evidence and testimony presented at the public hearing on June 30, 2022, hereby finds and declares:

- (a) **Advisability of the Proposed Improvements.** It is advisable to create the District to provide the Authorized Capital Improvements (as defined and described below). The Authorized Capital Improvements are feasible and desirable and will promote the interests of the Town and will confer a special benefit on the Property.
- (a) **General Nature of the Authorized Capital Improvements.** The purposes of the District include the design, acquisition, and construction of public improvement projects authorized by §372.003(b) of the Act that are necessary for development of the Property, which public improvements will include, but not be limited to: (1) design, construction and other allowed costs related to street and roadway improvements, including related earthwork, sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, and rights-of-way; (2) design, construction and other allowed costs related to storm drainage improvements; (3) design, construction and other allowed costs related to water, wastewater and drainage (including detention) improvements and facilities; (4) design, construction and other allowed costs related to erection of fountains, distinctive lighting and signs, and acquisition and installation of pieces of art; (5) design, construction and other allowed costs related to parks, open space, and recreational improvements, including trails, landscaping, and irrigation related thereto; (6) design, construction and other allowed costs related to off-street parking facilities, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage and rights-of-way; (7) design, construction and other allowed costs related to projects similar to those listed in subsections (1) - (6) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (8) payment of expenses related to the establishment of the District; (9) payment of expenses related to the collection of the assessments, including annual installments thereof; and (10) payment of expenses related to financing items (1) through (9), which may include, but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the property within the District (collectively, the “Authorized Capital Improvements”). These Authorized Capital Improvements shall promote the interests of the Town and confer a special benefit upon the Property.
- (b) **Estimated Costs of the Authorized Capital Improvements and Apportionment of Costs.** The estimated total costs of the Authorized Capital Improvements is \$20,000,000, which costs shall be paid by assessment of the property owners within the proposed District. The Town will not be obligated to provide any funds to finance the Authorized Capital Improvements, other than from assessments levied on the Property. No municipal property in the District shall be assessed. The developer of the property (the “Developer”) may also pay certain costs of the Authorized Capital Improvements from other funds available to the Developer.

- (c) **Boundaries of the District.** The District is proposed to include approximately 70.16 acres of land currently located within the ETJ of the Town, generally located south of Cardinal Ridge Lane, east of Lake Lewisville, and west of Eldorado Parkway, as more particularly depicted in **Exhibit A** attached hereto, and as more properly described in the metes and bounds described in **Exhibit B** attached hereto.
- (d) **Proposed Method of Assessment.** The Town shall levy an assessment on each parcel of the Property within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments, including interest, may be paid in full or in part at any time, and certain assessments may be paid in annual installments, with interest. If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Capital Improvements financed by the assessments, and must continue for a period necessary to retire the indebtedness for those Authorized Capital Improvements (including interest).
- (e) **Management of the District.** The District shall be managed by the Town, with the assistance of a consultant, who shall, from time to time, advise the Town regarding certain operations of the District.
- (f) **Advisory Board.** The District shall be managed without the creation of an advisory body.

Section 4. The Lakewood Village Public Improvement District No. 1 is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the Town Council as to the advisability of the Authorized Capital Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Capital Improvements, the boundaries of the District, the method of assessment, and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Capital Improvements.

Section 5. The Town Council hereby authorizes and directs the Town Secretary, on or before July 7, 2022, in accordance with the Act, to file a copy of this Resolution authorizing the District with the county clerk of each county in which all or part of the public improvement district is located.

Section 6. Effective upon the date of the passage of this Resolution, the District shall be established.

Section 7. This Resolution is effectively immediately from and after the date of its passage in accordance with law.

[Execution page follows]

PASSED AND APPROVED THIS THE 30TH DAY OF JUNE, 2022.

Dr. Mark E. Vargus
Mayor

ATTESTED:

Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary



STATE OF TEXAS

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§
§

COUNTY OF DENTON

This instrument was acknowledged before me on _____, 2022, by Dr. Mark Vargus, Mayor of the Town of Lakewood Village, Texas on behalf of said Town.

Notary Public, State of Texas

(SEAL)

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;

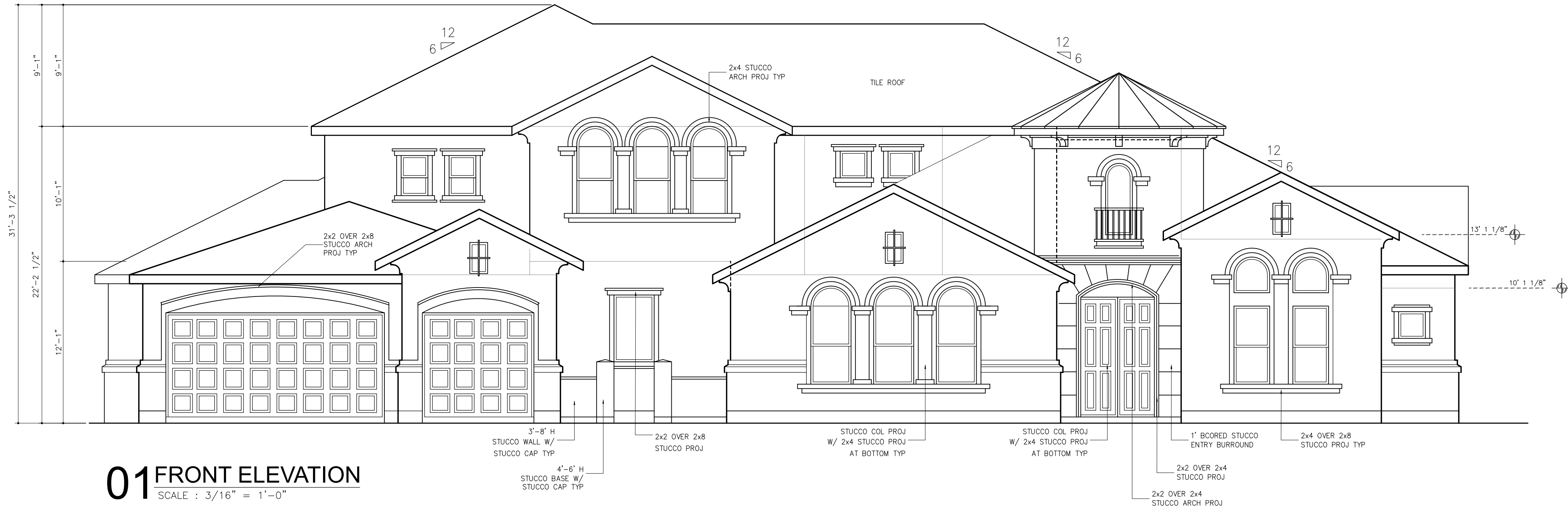
THENCE Northerly, traversing along said East line of City of Dallas tract as follows:

North 00 degrees 43 minutes 39 seconds West, a distance of 171.07 feet to a 5/8 inch iron rod found for corner;

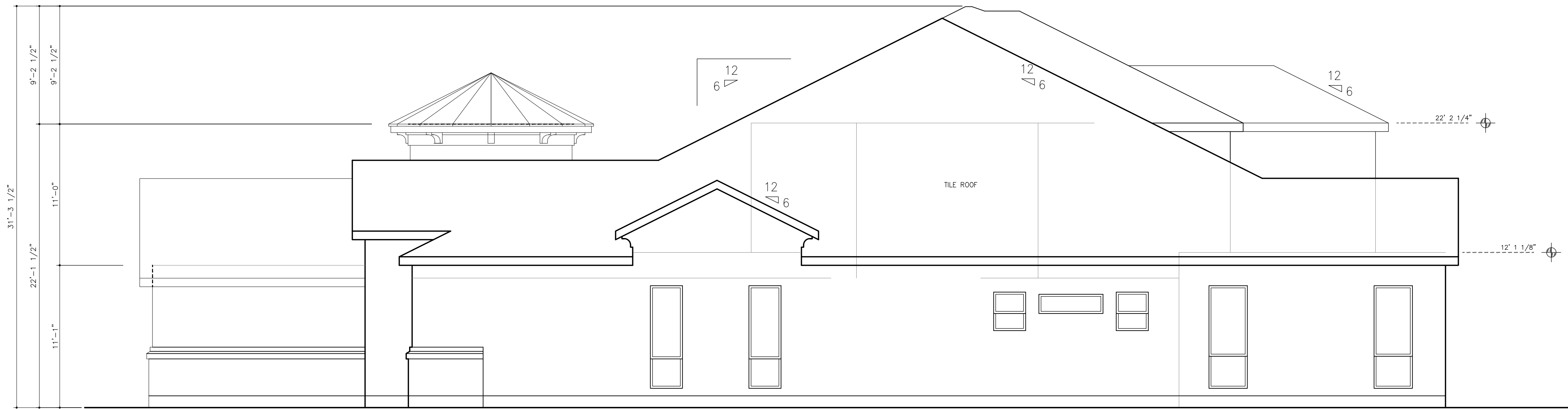
North 00 degrees 45 minutes 26 seconds West, a distance of 593.96 feet to a 1/2 inch iron rod found at the Southwest corner of Lot 6X, Block B of South Oak - Phase 2, an Addition to Denton County, Texas, according to the map recorded in Document No. 2021-274, Map Records, Denton County, Texas;

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;

[illegible]



01 FRONT ELEVATION
SCALE : 3/16" = 1'-0"



02 RIGTH SIDE ELEVATION
SCALE : 3/16" = 1'-0"

CONTRACTOR SHALL VERIFY ALL
CONDITIONS AND DIMENSIONS
AT THE JOB SITE AND NOTIFY
THE ARCHITECT OF ANY
DIMENSIONAL ERRORS, OMISSIONS
BEFORE FABRICATING ANY WORK.
DO NOT SCALE DRAWINGS.

J & L
DESIGN & CONSTRUCTION L.L.C.
8202 Woodside Rd • Fldesign1@gmail.com
Rowlett Tx, 75088 214-4781485

DRAWING TITLE :
ELEVATION

PROJECT NAME :
**RESIDENTIAL BUILDING
595 MELODY LANE
BLOCK A LOT4R
LAKEWOOD VILLAGE , TEXAS**

ARCHITECT'S SEAL

REVISION DATE

SHEET NUMBER

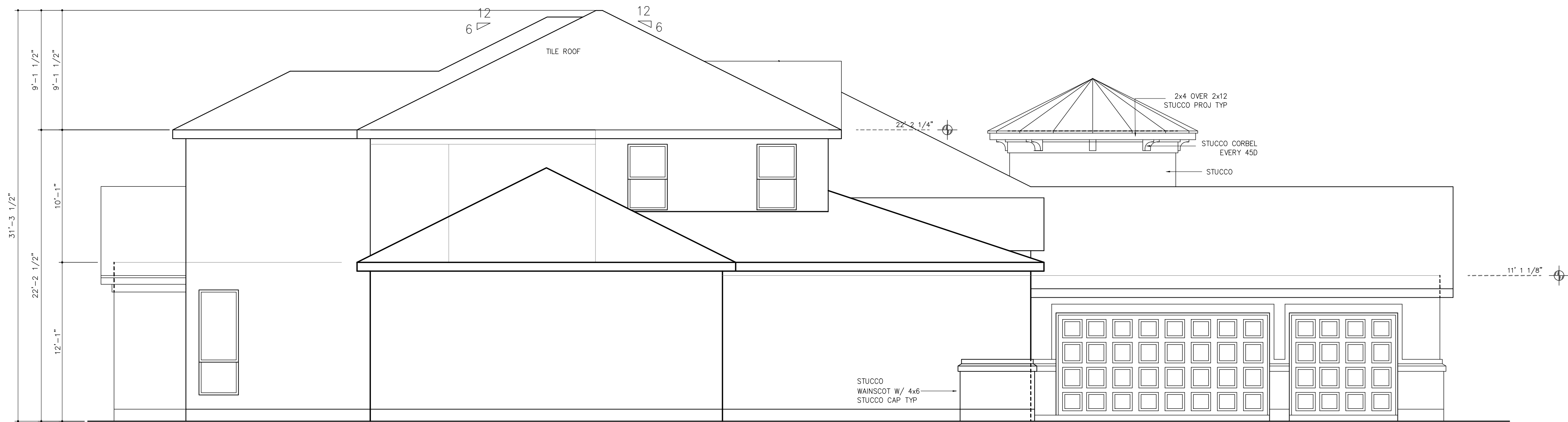
A3.0

PLOT DATE
02/15/22



01 REAR ELEVATION

SCALE : 3/16" = 1'-0"



02 LEFT SIDE ELEVATION

SCALE : 3/16" = 1'-0"

CONTRACTOR SHALL VERIFY ALL
CONDITIONS AND DIMENSIONS
AT THE JOB SITE AND NOTIFY
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DIMENSIONAL ERRORS, OMISSIONS
BEFORE FABRICATING ANY WORK.
DO NOT SCALE DRAWINGS.

J & L
DESIGN & CONSTRUCTION L.L.C.
8202 Woodside Rd • FLdesign1@gmail.com
Rowlett Tx, 75088 214-4781485

DRAWING TITLE :

ELEVATION

PROJECT NAME :

RESIDENTIAL BUILDING
595 MELODY LANE
BLOCK A LOT4R
LAKEWOOD VILLAGE , TEXAS

ARCHITECT'S SEAL

REVISION DATE

SHEET NUMBER

A4.0

PLOT DATE
02/15/22

-PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement"), effective as of the ~~24th~~ day of ~~June~~, 2022, (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 **Villas at Lakewood Village LLC**, 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 19.45 acres of land situated in the Town 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:

Villas at Lakewood LLC
Attn: Syed Rizvi
Address: 7950 Legacy dr Suite 240
Plano TX 75024
Phone: 214-876 5662
Email: NASC.ARKARCHITECTS.CO

TOWN:

Linda Ruth, TRMC, CMC
Town Administrator, Town of Lakewood Village
100 Highridge Drive
Lakewood Village, Texas 75068
972-294-5555 (telephone)
972-292-0812 (fax)
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

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

Dr. Mark E. Vargus
Mayor

ATTEST:

Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary

APPROVED AS TO FORM:

Wm. Andrew Messer, Town Attorney

COMPANY

Villas at Lakewood LLC,

By: Name: Syed Rizvi,
its (title) OWNER

Name, Title

[Signature]
June 24th 2022

STATE OF TEXAS

§

§

COUNTY OF DENTON

§

This instrument was acknowledged before me on the ____ day of _____, 2022, by **Dr. Mark E. Vargus**, Mayor of the Town of Lakewood Village.

(Signature of Notary)

Notary Public, State of Texas

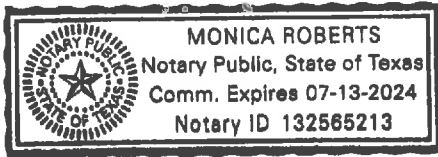
STATE OF TEXAS
COUNTY OF COLLIN

§
§
§

This instrument was acknowledged before me on the 24th day of JUNE, 2022, by (name) Syed Rizvi, (title) owner. of Villas at Lakewood, L.L.C., a Texas limited liability company.

[Signature]

[Signature: Monica Roberts]
(Signature of Notary)



Monica Roberts exp 7-13-2024
Notary Public, State of Texas

EXHIBIT "A"
PROPERTY DESCRIPTION

"AS SURVEYED" LEGAL DESCRIPTION:

A tract of land being all that property described in deed to Philip Lain and Lynn Hancock in Document No. 2006-47468 situated in the W. Loftin Survey, Abstract No. 750, and the B. C. Shahan, Abstract No. 1169, in the City of Lakewood Village, Denton County, Texas, and being all of that certain tract of land conveyed to WHM Land Investments, Inc., as described by deed recorded in Document No. 2004-93128, of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a found 1/2" iron pin in Garza Road (Also known as West Eldorado Parkway) for the Northeast corner of the herein described tract, same point being the Northernmost Northwest corner of a tract of land conveyed to Sam Hill Venture, a Texas Joint venture, as described by deed recorded in Document No. 2004-39575, R.P.R.D.C.T., same point being in the South line of a tract of land conveyed to Little Elm Independent School District, as described by deed recorded under County Clerk File No. 97-R0046698, R.P.R.D.C.T.;

THENCE in a Southwesterly direction and along the Northwesterly line of said Sam Hill Venture tract the following courses and distances:

South 00 degrees 08 minutes 45 seconds East (record - South 00 degrees 00 minutes 00 seconds West), a distance of 119.42 feet (record - 119.18 feet) to a found 1/2 inch iron rod;

South 44 degrees 57 minutes 49 seconds West (record - South 45 degrees 00 minutes 00 seconds West), a distance of 589.64 feet (record - 590.32 feet) to a found 1/2 inch iron rod in a creek;

South 00 degrees 00 minutes 52 seconds West (record - South 00 degrees 00 minutes 00 seconds West), a distance of 834.84 feet to a found 1/2 inch iron pin;

South 45 degrees 03 minutes 35 seconds West (record - South 45 degrees 00 minutes 00 seconds West), a distance of 591.0 feet (record - 590.32 feet) to a found 1/2 inch iron pin;

South 00 degrees 15 minutes 37 seconds East (record - South 00 degrees 00 minutes 00 seconds West), a distance of 63.11 feet (record - 63.49 feet) to a found 1/2 inch iron being in the North line of a tract of land conveyed to the United States Army Corps of Engineers (also known as "Lake Lewisville");

THENCE along the North line of said United States Army Corps of Engineers tract the following courses and distances:

North 75 degrees 03 minutes 32 seconds West (record - North 73 degrees 47 minutes 07 seconds West), a distance of 12.16 feet to a found 3" USACE brass cap stamped "F-418-7";

South 65 degrees 04 minutes 05 seconds West, a distance of 397.86 feet to a found 3" USACE brass cap stamped "F-418-8";

South 09 degrees 22 minutes 30 seconds West, a distance of 137.34 feet (record - 137.60 feet) to a found 3" USACE brass cap stamped "F-418-9";

South 73 degrees 57 minutes 15 seconds West, a distance of 8.81 feet to a found 60d nail (controlling monument) at the Southeast corner of a tract of land described in deed to Lakewood Village Partnership LLC in Document No. 20210519000196, R.P.R.D.C.T.;

THENCE along the Easterly line of said Lakewood Village tract the following courses and distances:

North 00 degrees 01 minutes 34 seconds East (reference bearing), a distance of 772.34 feet to a found 1/2 inch iron rod (controlling monument);

South 89 degrees 57 minutes 32 seconds East, a distance of 436.35 feet (record - 436.79 feet) to a found 1/2 inch iron pin;

North 00 degrees 05 minutes 06 seconds East (record - North 00 degrees 05 minutes 06 seconds East), a distance of 215.32 feet (record - 215.50 feet) to a found 1/2 inch iron rod, same point being in the South line of a tract of land conveyed to Mary Theresa Herrera, as described by deed recorded in Document No. 20190417000547, R.P.R.D.C.T.;

THENCE North 89 degrees 31 minutes 26 seconds East, along the south line of said Herrera tract, a distance of 111.81 feet to a set 1/2 inch iron rod with cap marked "RPLS 6008";

THENCE North 00 degrees 16 minutes 58 seconds West, along the East line of said Herrera tract, a distance of 1158.54 feet, passing a set 1/2" iron pin with cap marked "RPLS 6008" at 1148.54, and continuing for a total distance of 1158.54 feet to a point in Garza Road;

THENCE North 89 degrees 21 minutes 00 seconds East, at 589.03 feet passing a found 1/2" iron pin at at in the South right of way line of Garza Road at the Northwest corner of the "First Tract" of a 60 foot wide area as described by instrument recorded in Volume 960, Page 824, of the Deed Records of Denton County, Texas, continuing said course passing at a distance of 649.10 feet a found 1/2 inch iron rod at the Northeast corner of said "First Tract", continuing on said course for a total distance of 694.96 feet (record - 695.31 feet) to the POINT OF BEGINNING. Said tract contains an area of 19.4500 acres or 847,241 square feet 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:

\$180-\$240 per hour for Professional

\$225-\$285 per hour for Senior Professional I

\$265-\$300 per hour for Senior Professional II

\$95-\$135 per hour for Technical Support

\$125-\$200 per hour for Analyst

\$95-\$140 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

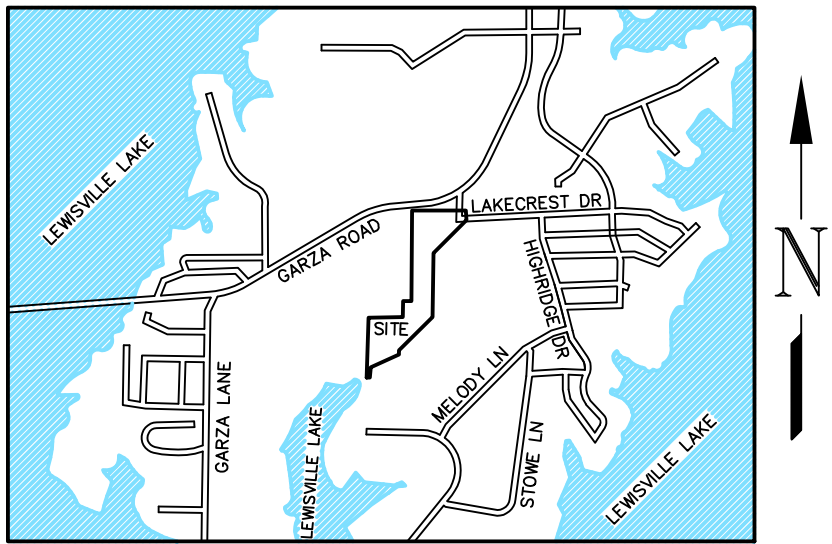
\$250 per hour for Managing Partner

\$185 per hour for Vice President

\$160 per hour for Sr. Associate

\$135 per hour for Associate

\$100 per hour for Administrative Associate



LOCATION MAP
NOT TO SCALE

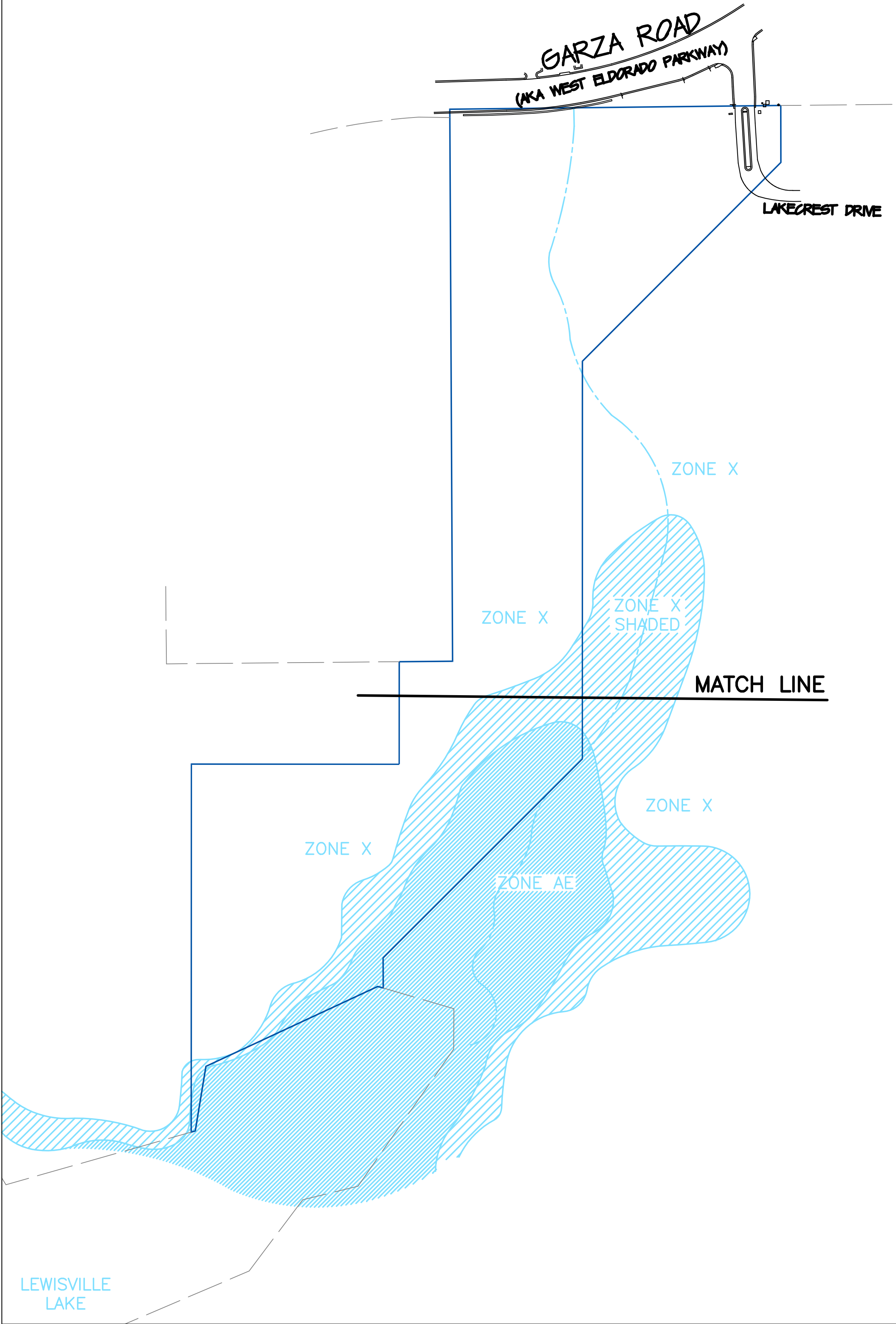
Notes:

- The bearing of North 00°01'34" East as shown on the West property line was used as the basis of bearing for this survey. The bearings shown hereon are based upon deed Document No. 2006-47468, which was used as the basis of bearing for this survey.
- Texas Minimum Standards for the Practice of Land Surveying as adopted by the Texas Board of Professional Engineers and Land Surveyors, and the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys," jointly established and adopted by ACSM and NSPS in 2021 and meets the positional tolerance requirements of an Urban Survey, as defined therein, and includes Items 1, 2, 3, 4, 6(a), 6(b), 7(a), 8, 9, 13, 14, 16, 17, and 18 in Table A contained therein.
- The accompanying survey was made on the ground and correctly shows the location of all buildings, structures and other improvements situated on the above premises; and that the property described hereon is the same as the property described in WFG National Title Insurance Company Commitment No. KL0001648 with an effective date of June 9, 2021, and that all easements, covenants and restrictions referenced in said title commitment or apparent from a physical inspection of the site or otherwise known to me have been plotted hereon or otherwise noted as to their effect on the subject property; that there are no building encroachments on the subject property or upon adjacent land abutting said property unless shown hereon.
- Said described property is located within an area having a Zone Designation "X" (Areas determined to be outside of the 0.2% annual chance floodplain), "X SHADED" (Areas of 0.2% annual chance flood; areas of 1% annual chance flood average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood), & "AE" (Special Flood Hazard Area subject to inundation by the 1% annual chance flood event; Base flood elevations determined) by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map No. 48121C0415G, with a date of identification of April 8, 2011, for Community No. 481663, in Denton County, State of Texas, which is the current Flood Insurance Rate Map for the community in which said premises is situated.
- The Property has direct physical access to Garza Road, which is a dedicated public street.
- The number of striped parking spaces located completely on the property is 0, 0 of which are designated for handicapped use.
- Utility Statement: The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities.

Items listed in Schedule B Part II of WFG National Title Insurance Company Commitment No. KL0001648 with an effective date of June 9, 2021, corresponding to the following exception numbers:

- Easement to Denton County Electric Cooperative, Inc. filed September 6, 1947, in Volume 339, Page 253, Deed Records, Denton County, Texas, contains an ambiguous description and the location cannot be determined with the information contained therein.
- Easement to United States of America filed February 9, 1965 in Volume 519, Page 193, Deed Records, Denton County, Texas, does not affect subject property.
- Easement to City of Lakewood Village filed July 5, 1975 in Volume 960, Page 824, Deed Records, Denton County, Texas, affects subject property and is shown hereon.
- Terms, Conditions and stipulations in the Agreement by and between Lake Lewisville Resort, Inc. and Palmetto Associates, N.V. filed August 28, 1986 in Volume 1966, Page 383 and corrected in Volume 2023, Page 803, of the Deed Records of Denton County, Texas, contains a blanket type description and affects subject property inasmuch as it is a part of the land described therein.

PROPERTY OVERVIEW
NOT TO SCALE



SURVEYOR'S CERTIFICATE
July 15, 2021

This survey is made for the benefit of:
WFG National Title Insurance Company, a Williston Financial Group Company
Nasir Ali Rizvi or his assigns

I, Shaun Christopher Axton, a Registered Professional Land Surveyor, do hereby certify to the aforesaid parties, as of the date set forth above that I or others under my direct supervision, have made a careful survey of a tract of land described as follows:

TITLE COMMITMENT LEGAL DESCRIPTION:

Being a 19.429 acre tract of land situated in the W. Loftin Survey, Abstract No. 750, and the B. C. Shahan, Abstract No. 1169, in the City of Lakewood Village, Denton County, Texas, and being all of that certain tract of land conveyed to WHM Land Investments, Inc., as described by deed recorded in Document No. 2004-93128, of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the northeast corner of the herein described tract, same point being the northernmost northwest corner of a tract of land conveyed to Sam Hill Venture, a Texas Joint venture, as described by deed recorded in Document No. 2004-39575, R.P.R.D.C.T., same point being in the south line of a tract of land conveyed to Little Elm Independent School District, as described by deed recorded under County Clerk File No.

97-R0046698, R.P.R.D.C.T.;

THENCE in a southwesterly direction and along the northwesterly line of said Sam Hill Venture tract the following courses and distances:

South 00 degrees 00 minutes 00 seconds West, a distance of 119.18 feet to a 1/2 inch iron rod found for corner;

South 45 degrees 00 minutes 00 seconds West, a distance of 590.32 feet to a 1/2 inch iron rod with yellow cap marked "Arthur Surveying Company" set for corner;

South 00 degrees 00 minutes 00 seconds West, a distance of 834.84 feet to a 1/2 inch iron rod with yellow cap marked "Arthur Surveying Company" set for corner;

South 45 degrees 00 minutes 00 seconds West, a distance of 590.32 feet to a 1/2 inch iron rod with yellow cap marked "Arthur Surveying Company" set for corner;

South 00 degrees 00 minutes 00 seconds West, a distance of 63.49 feet to a 1/2 inch iron found for corner, same point being in the north line of a tract of land conveyed to the United States Army Corps of Engineers (also known as "Lake Lewisville");

THENCE along the north line of said United States Army Corps of Engineers tract the following courses and distances:

North 73 degrees 47 minutes 07 seconds West, a distance of 12.16 feet to a concrete monument with brass disk (COE mon.) marked "E-419-7" found for corner;

South 65 degrees 04 minutes 05 seconds West, a distance of 397.86 feet to a COE mon. marked "E-419-8" found for corner;

South 09 degrees 22 minutes 30 seconds West, a distance of 137.60 feet to a COE mon. marked "E-419-9" found for corner;

South 73 degrees 57 minutes 15 seconds West, a distance of 8.81 feet to a 1/2 inch iron rod with yellow cap marked "Arthur Surveying Company" set for corner, same point being the southeast corner of a tract of land conveyed to R-INN VENTURE, INCORPORATED, as described by deed recorded in Volume 1966, Page 368, R.P.R.D.C.T.;

THENCE along the easterly line of said R-INN VENTURE, INCORPORATED tract the following courses and distances:

North 00 degrees 01 minutes 34 seconds East, a distance of 772.34 feet to a 1/2 inch iron rod found for corner;

South 89 degrees 57 minutes 32 seconds East, a distance of 436.79 feet to a 1/2 inch iron rod found for corner;

North 00 degrees 05 minutes 06 seconds East, a distance of 215.50 feet to a 1/2 inch iron rod found for corner, same point being m the south line of a tract of land conveyed to Miguel Herrera and wife, Mary Herrera, as described by deed recorded in Document No. 2004-69012, R.P.R.D.C.T.;

THENCE North 89 degrees 31 minutes 26 seconds East, along the south line of said Herrera tract, a distance of 111.81 feet to a 1/2 inch iron rod with yellow cap marked "Arthur Surveying Company" set for corner;

THENCE North 00 degrees 16 minutes 58 seconds West, along the east line of said Herrera tract, a distance of 1158.54 feet to a 1/2 inch iron rod with yellow cap marked "Arthur Surveying Company" set for corner, same point being in the south line of Garza Road;

THENCE North 89 degrees 21 minutes 00 seconds East, along the south line of said Garza Road, passing the southwest corner of said Little Elm Independent School District tract, continuing on said course, passing at a distance of 589.45 feet a 1/2 inch iron rod with cap marked "AZD" found at the northwest corner of the "First Tract" of a 60 foot wide area as described by instrument recorded in Volume 960, Page 824, of the Deed Records of Denton County, Texas, continuing said course passing at a distance of 649.45 feet a 1/2 inch iron rod with cap marked "AZD" found at the northeast corner of said "First Tract", continuing on said course for a total distance of 695.31 feet to the POINT OF BEGINNING and containing a total of 19.429 acres of land, more or less.

"AS SURVEYED" LEGAL DESCRIPTION:

A tract of land being all that property described in deed to Philip Lain and Lynn Hancock in Document No. 2006-47468 situated in the W. Loftin Survey, Abstract No. 750, and the B. C. Shahan, Abstract No. 1169, in the City of Lakewood Village, Denton County, Texas, and being all of that certain tract of land conveyed to WHM Land Investments, Inc., as described by deed recorded in Document No. 2004-93128, of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a found 1/2" iron pin in Garza Road (Also known as West Eldorado Parkway) for the Northeast corner of the herein described tract, same point being the Northernmost Northwest corner of a tract of land conveyed to Sam Hill Venture, a Texas Joint venture, as described by deed recorded in Document No. 2004-39575, R.P.R.D.C.T., same point being in the South line of a tract of land conveyed to Little Elm Independent School District, as described by deed recorded under County Clerk File No. 97-R0046698, R.P.R.D.C.T.;

THENCE in a Southwesterly direction and along the Northwesterly line of said Sam Hill Venture tract the following courses and distances:

South 00 degrees 08 minutes 45 seconds East (record - South 00 degrees 00 minutes 00 seconds West), a distance of 119.42 feet (record - 119.18 feet) to a found 1/2 inch iron rod;

South 44 degrees 57 minutes 49 seconds West (record - South 45 degrees 00 minutes 00 seconds West), a distance of 589.64 feet (record - 590.32 feet) to a found 1/2 inch iron rod in a creek;

South 00 degrees 00 minutes 52 seconds West (record - South 00 degrees 00 minutes 00 seconds West), a distance of 834.84 feet to a found 1/2 inch iron pin;

South 45 degrees 03 minutes 35 seconds West (record - South 45 degrees 00 minutes 00 seconds West), a distance of 591.0 feet (record - 590.32 feet) to a found 1/2 inch iron pin;

South 00 degrees 15 minutes 37 seconds East (record - South 00 degrees 00 minutes 00 seconds West), a distance of 63.11 feet (record - 63.49 feet) to a found 1/2 inch iron being in the North line of a tract of land conveyed to the United States Army Corps of Engineers (also known as "Lake Lewisville");

THENCE along the North line of said United States Army Corps of Engineers tract the following courses and distances:

North 75 degrees 03 minutes 32 seconds West (record - North 73 degrees 47 minutes 07 seconds West), a distance of 12.16 feet to a found 3" USACE brass cap stamped "F-418-7";

South 65 degrees 04 minutes 05 seconds West, a distance of 397.86 feet to a found 3" USACE brass cap stamped "F-418-8";

South 09 degrees 22 minutes 30 seconds West, a distance of 137.34 feet (record - 137.60 feet) to a found 3" USACE brass cap stamped "F-418-9";

South 73 degrees 57 minutes 15 seconds West, a distance of 8.81 feet to a found 60d nail (controlling monument) at the Southeast corner of a tract of land described in deed to Lakewood Village Partnership LLC in Document No. 20210519000196, R.P.R.D.C.T.;

THENCE along the Easterly line of said Lakewood Village tract the following courses and distances:

North 00 degrees 01 minutes 34 seconds East (reference bearing), a distance of 772.34 feet to a found 1/2 inch iron rod (controlling monument);

South 89 degrees 57 minutes 32 seconds East, a distance of 436.35 feet (record - 436.79 feet) to a found 1/2 inch iron pin;

North 00 degrees 05 minutes 06 seconds East (record - North 00 degrees 05 minutes 06 seconds East), a distance of 215.32 feet (record - 215.50 feet) to a found 1/2 inch iron rod, same point being in the South line of a tract of land conveyed to Mary Theresa Herrera, as described by deed recorded in Document No. 20190417000547, R.P.R.D.C.T.;

THENCE North 89 degrees 31 minutes 26 seconds East, along the south line of said Herrera tract, a distance of 111.81 feet to a set 1/2 inch iron rod with cap marked "RPLS 6008";

THENCE North 00 degrees 16 minutes 58 seconds West, along the East line of said Herrera tract, a distance of 1158.54 feet, passing a set 1/2" iron pin with cap marked "RPLS 6008" at 1148.54, and continuing for a total distance of 1158.54 feet to a point in Garza Road;

THENCE North 89 degrees 21 minutes 00 seconds East, at 589.03 feet passing a found 1/2" iron pin at at in the South right of way line of Garza Road at the Northwest corner of the "First Tract" of a 60 foot wide area as described by instrument recorded in Volume 960, Page 824, of the Deed Records of Denton County, Texas, continuing said course passing at a distance of 649.10 feet a found 1/2 inch iron rod at the Northeast corner of said "First Tract", continuing on said course for a total distance of 694.96 feet (record - 695.31 feet) to the POINT OF BEGINNING.

Said tract contains an area of 19.4500 acres or 847,241 square feet of land, more or less.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a), 6(b), 7(a), 8, 9, 13, 14, 16, 17, and 18 of Table A thereof. The fieldwork was completed on July 16, 2021.

Shaun Christopher Axton, R.P.L.S. 6008
7/15/21
Date



Lakewood Village, TX
ALTA/NSPS Land Title Survey

Mark Deal and Associates, P.C.
P.O. Box 6578 - Norman, OK 73070
405.681.3325 Phone & Fax: shaun@pls.net
Texas Registration Number 10130200 - Expires 12/31/21
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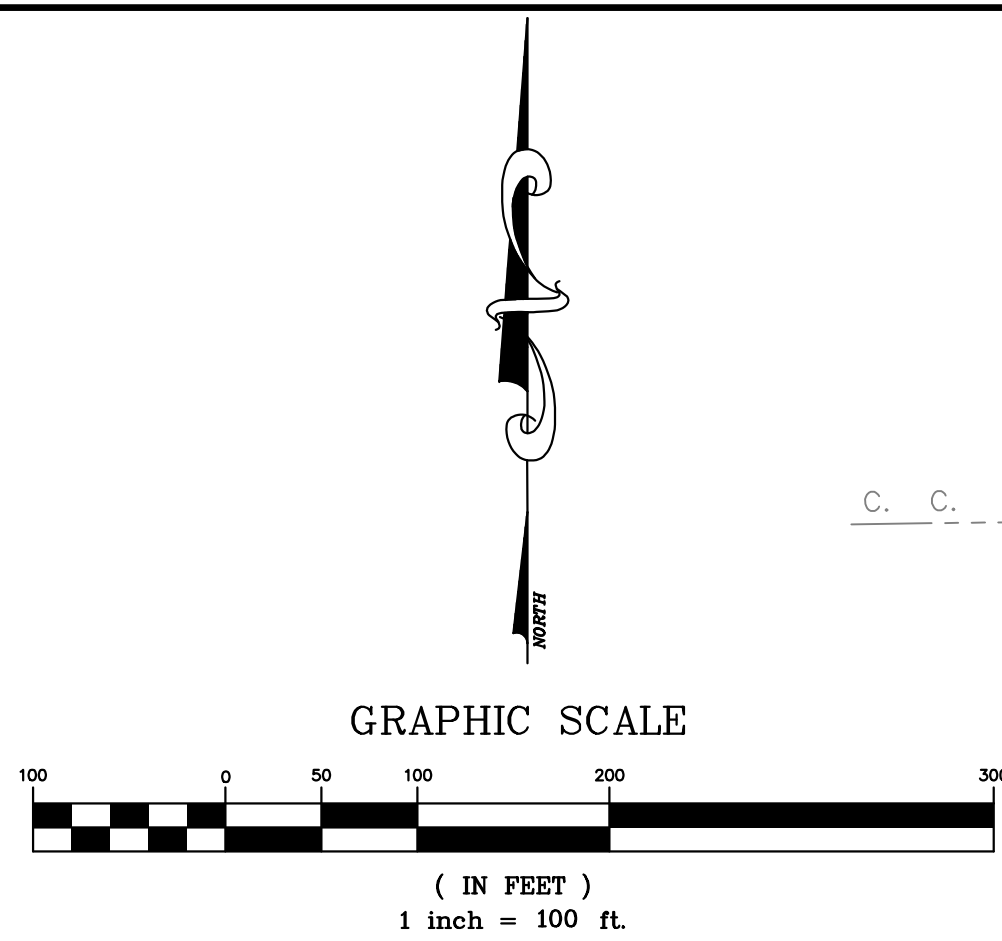
Project No: 3234
Drawn By: LS
DWG File: 3234.DWG

Date: 7/15/21
Party Chief: TM
FB/Data File: 3234-FW.DWG

Scale: SCALE
Revisions:
SecureTitleTX No.: KL0001648

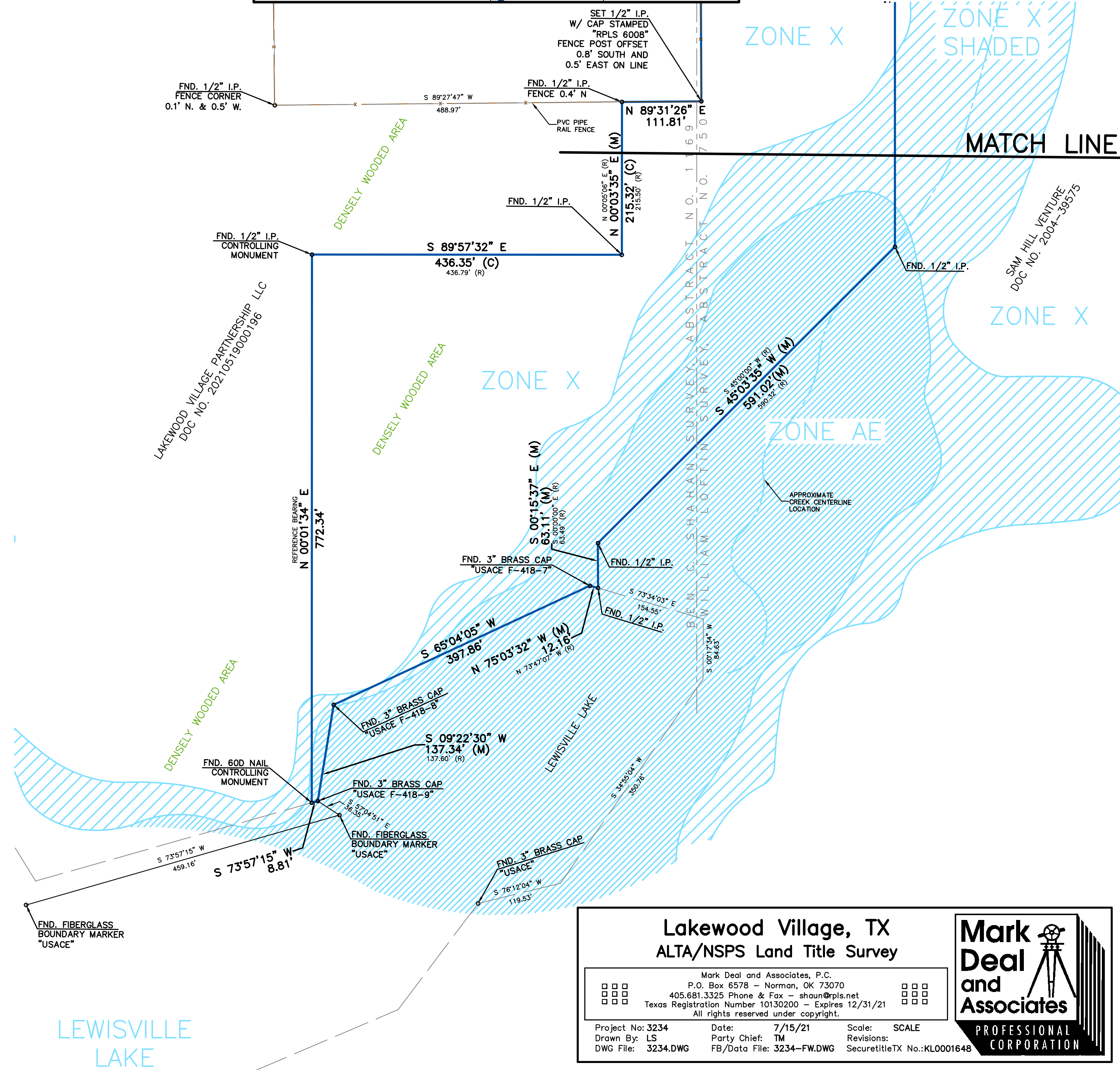
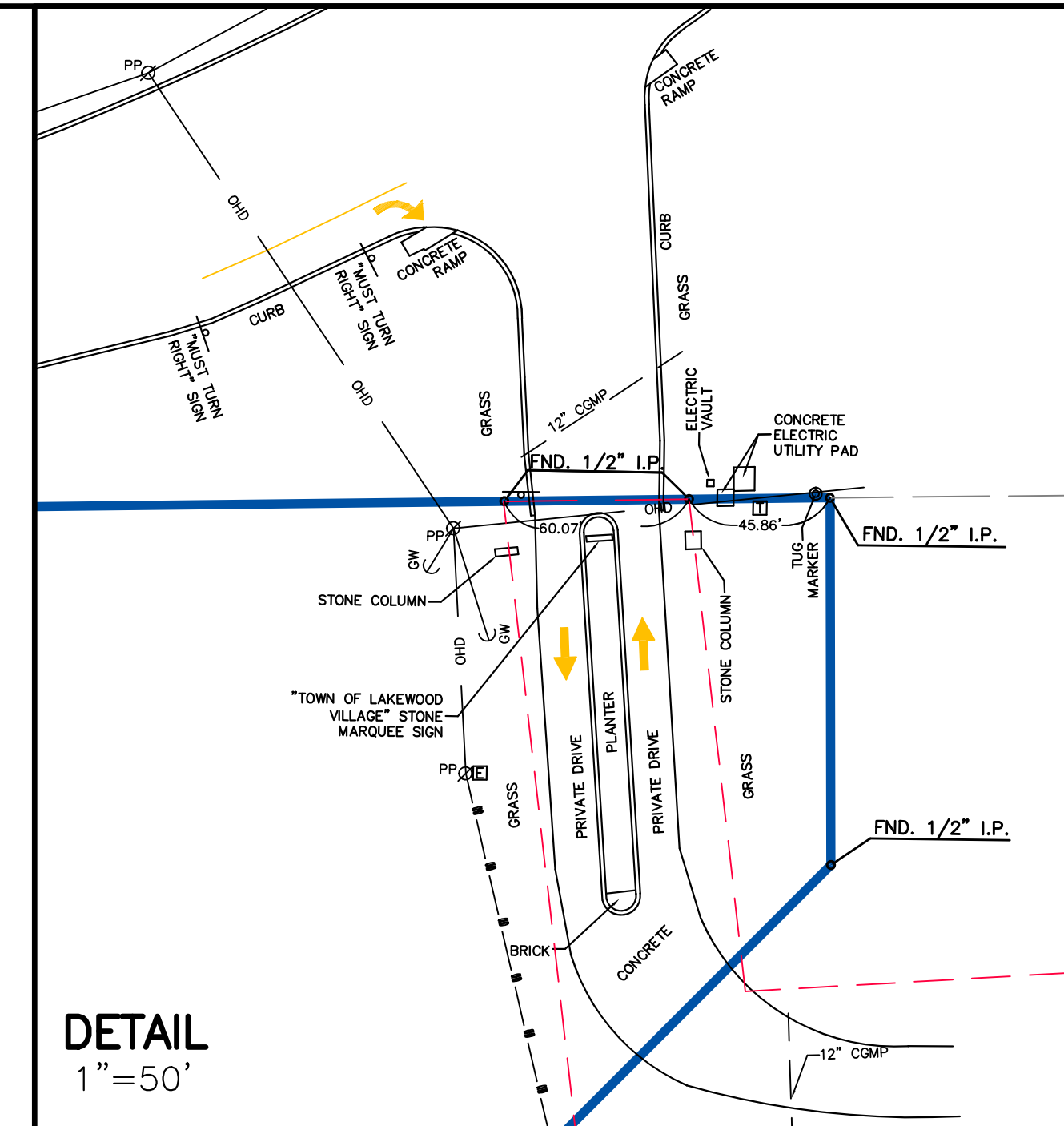
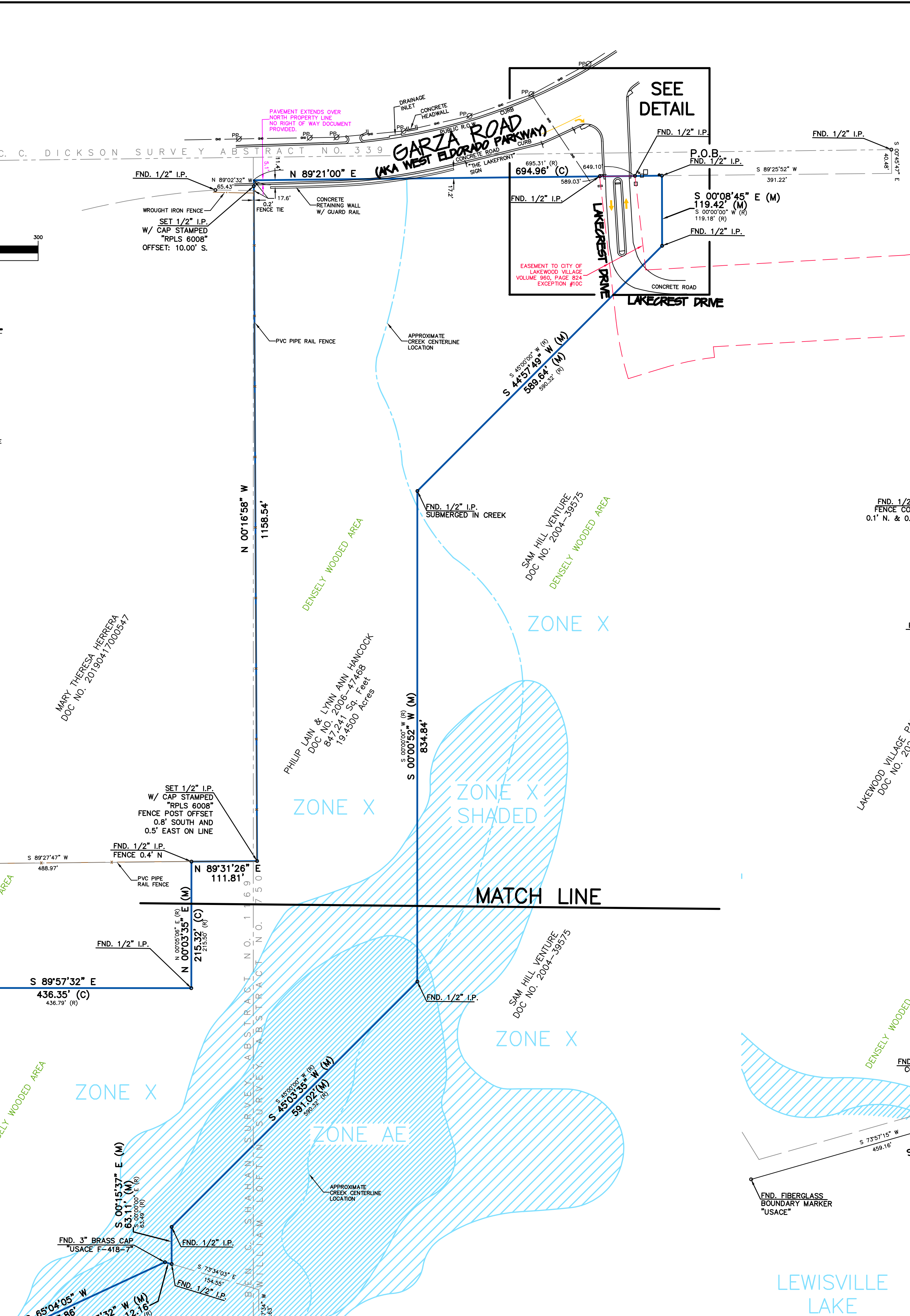
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PAGE 1 OF 2



LEGEND

- | | | | |
|-----|-------------------------|-----|-------------------------------------|
| A/C | - AIR CONDITIONING UNIT | PP | - PULL BOX |
| CO | - CLEAN OUT | PP | - POWER POLE |
| EM | - ELECTRIC MANHOLE | UGS | - POWER POLE W/ UNDERGROUND SERVICE |
| ER | - ELECTRIC RISER | SH | - SPRINKLER HEAD |
| FD | - FIRE DEPT. CONNECTION | SV | - SPRINKLER VALVE |
| FR | - FIRE HYDRANT | SSM | - SANITARY SEWER MANHOLE |
| FPP | - FUEL FILLER PORT | SSM | - STORM SEWER MANHOLE |
| GM | - GAS METER | S | - SIGN |
| GPO | - GUARD POST | TM | - TELEPHONE MANHOLE |
| GV | - GAS VALVE | TR | - TELEPHONE RISER |
| GW | - GUY WIRE | TUG | - TELEPHONE UNDERGROUND |
| I | - INLET | TSL | - TRAFFIC SIGNAL LIGHT |
| LP | - LIGHT POLE | V | - VENT |
| MW | - MONITORING WELL | WM | - WATER METER |
| MB | - MAIL BOX | WV | - WATER VAULT |
| MR | - MARKER | WD | - WATER VALVE |
| RD | - ROOF DRAIN | FD | - FRENCH DRAIN |
| GL | - GROUND LIGHT | BLL | - BOLLARD LIGHT |
| SCB | - SIGNAL CONTROL BOX | | |
| E | - ELECTRIC LINE | | |
| SS | - SANITARY SEWER LINE | | |
| W | - WATER LINE | | |
| X | - FENCE | | |
| OH | - OVERHEAD LINE | | |
| SS | - STORM SEWER LINE | | |
| FO | - FIBER OPTIC LINE | | |
| G | - GAS LINE | | |
| C | - COMMUNICATION LINE | | |
| M | - MEASURED DISTANCE | | |
| R | - RECORD DISTANCE | | |
| P | - PLATTED DISTANCE | | |
| C | - CALCULATED DISTANCE | | |



Lakewood Village, TX
ALTA/NSPS Land Title Survey

Mark Deal and Associates, P.C.
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