



LAKEWOOD VILLAGE TOWN HALL
100 HIGHRIDGE DRIVE
LAKEWOOD VILLAGE, TEXAS
VIA TELEPHONE CONFERENCE
TOWN COUNCIL MEETING
AUGUST 12, 2021 7:00 P.M.

NOTICE IS HEREBY GIVEN Pursuant to section 551.127 of the Texas Government Code, and in conjunction with the guidance and provisions provided by the Governor of Texas in the declaration of disaster and subsequent executive orders altering certain Open Meetings Act requirements, the Town Council of the Town of Lakewood Village will conduct the meeting scheduled at the date and time above at Lakewood Village Town hall, 100 Highridge Drive by telephone conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19). There will be **no in-person public access** for the agenda items at the location described above and less than a quorum may be physically present at the location.

This Notice and Meeting Agenda, and the Agenda Packet, are posted online at lakewoodvillagetx.us. The public toll-free dial-in number to participate in the telephonic meeting is hosted through ZOOM. The dial in number is: 346-248-7799. You will be prompted to enter the meeting ID number: 831 0406 3018, and you will be prompted to enter the passcode: 876569.

The public will be permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting. **Persons wishing to speak before the Council must notify the Town Secretary via email, linda@lakewoodvillagetx.us, no later than 6:30 p.m. on the date of the scheduled meeting. The email must include your name, full address, and the agenda item on which you wish to speak.** A recording of the telephonic meeting will be made and will be available to the public in accordance with the Open Meetings Act upon written request.

REGULAR SESSION – AGENDA

Call to Order and Announce a Quorum is Present

A. PLEDGE TO THE FLAG:

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

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

C. RECONVENE: Reconvene into regular session at 7:30 p.m.

D. 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.

E. PUBLIC HEARING: A public hearing is scheduled on the proposed fiscal year 2021-2022 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.

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

G. PUBLIC HEARING – A public hearing is scheduled to consider public testimony regarding the creation of the Lakewood Village Public Improvement District No. 1 new capital public improvement district at The Sanctuary at Sunset Cove.

H. PUBLIC HEARING – A public hearing is scheduled to consider public testimony regarding the creation of the Lakewood Village Operation and Maintenance Public Improvement District No. 1 at The Sanctuary at Sunset Cove.

I. 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

LAKEWOOD VILLAGE TOWN COUNCIL
REGULAR AGENDA
AUGUST 12, 2021

an item be removed from the Consent Agenda.

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

J. **REGULAR AGENDA:**

- 1. Consideration of Resolution Authorizing the Creation of the Lakewood Village Public Improvement District No. 1 at Sanctuary at Sunset Cove (Vargus)
- 2. Consideration of Resolution Authorizing the Creation of the Lakewood Village Operation and Maintenance Public Improvement District No. 1 at Sanctuary at Sunset Cove (Vargus)
- 3. Consideration of Resolution Authorizing the Mayor to Execute an Escrow Agreement Related to Certain Dissolution Petitions and Resolving Other Matters Related Thereto (Vargus)
- 4. Consideration of Development Agreement with Sanctuary Texas, LLC (Vargus)
- 5. Consideration of Interlocal Agreement for Fire/EMS and Police for Public Improvement District #1 (Vargus)
- 6. Discussion of Concrete Road Project (Vargus)
- 7. Consideration of 2021-2022 Fiscal Year Budget (Vargus)
- 8. Consideration of 2018 Fire Code (Bushong)

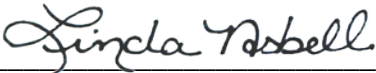
K. **EXECUTIVE SESSION:** – In accordance with Texas Government Code, Section 551.001, et seq., the Town Council will recess into Executive Session (closed meeting) to discuss the following:

- 1. § 551.071(2), Texas Government Code to wit: consultation with Town Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter to receive legal advice re: Development agreements, development and zoning standards; and
- 2. § 551.087 Texas Government Code to wit: Economic Development Negotiations regarding Sam Hill Ventures, Sanctuary at Sunset Cove, Project Left Field, Project Slade Rock, Project Boy Scout, Project Lakewood Village Partners, Project Lightning Bolt, and Project Flat Top; and
- 3. § 551.072 Texas Government Code to wit: deliberations about real property regarding Sam Hill Ventures, Sanctuary at Sunset Cove, Project Left Field, Project Slade Rock, Project Boy Scout, Project Lakewood Village Partners, Project Lightning Bolt, and Project Flat Top; and

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

M. **ADJOURNMENT**

I do hereby certify that the above notice of meeting was posted on the designated place for official notice at 5:30 p.m. on Monday, August 9, 2021.


Linda Asbell, TRMC, CMC, 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 <u>Texas Government Code</u> 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 <u>LAKEWOOD VILLAGE MUNICIPAL DEVELOPMENT DISTRICT</u> may attend this meeting. No action will be taken by the MDD board.

LAKEWOOD VILLAGE TOWN COUNCIL

COUNCIL MEETING

JULY 8, 2021

Council Members:

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

Town Staff:

Linda Asbell, TRMC, CMC – 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 7:10 p.m. on Thursday, July 8, 2021, in the Council Chambers of the Lakewood Village Town Hall, 100 Highridge Drive, Lakewood Village, Texas.

PLEDGE TO THE FLAG:

(Agenda Item A)

Mayor Vargus led the Pledge of Allegiance.

VISITOR/CITIZENS FORUM:

(Agenda Item B)

No one requested to speak.

CONSENT AGENDA:

(Agenda Item C)

1. Minutes of June 10, 2021 Council Meeting (Asbell)
2. Replat of 1525 Garza Lane (Asbell)

Eric Hancock requested to speak regarding the minutes, but he was not in the meeting. Mayor Vargus reported a problem with the zoom meeting ID therefore no action would be taken on the minutes until the next meeting to provide Mr. Hancock an opportunity to speak.

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REGULAR SESSION
JULY 8, 2021**

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MOTION: Upon a motion made by Mayor Pro-Tem West and seconded by Councilwoman Lepley, council voted four (4) “ayes”, no (0) “nays” to approve consent agenda item 2 as presented. *The motion carried.*

REGULAR AGENDA:

(Agenda Item D)

**Consideration of Resolution Authorizing the
Creation of a Public Improvement District at
Sanctuary at Sunset Cove (Vargus)**

(Agenda Item D.1)

No action was taken.

Discussion of Concrete Road Project (Vargus)

(Agenda Item D.2)

Mayor Vargus reported on a problem with the billing received from the road contractor versus the way the project was bid. The road contractor is billing approximately \$100,000 more than expected based on the discrepancy with the dirt work. Mayor Vargus reported on the retainage held by the town until all work is completed. There was some discussion on the status of the sod work.

Town Secretary Asbell reported that Mr. Eric Hancock joined the zoom meeting. At this time Council returned to Item 1 on the Consent Agenda.

CONSENT AGENDA:

(Agenda Item C)

1. Minutes of June 10, 2021 Council Meeting (Asbell)

Eric Hancock, 8249 Treemont Place, Frisco, Texas. Mr. Hancock requested a council member remove the minutes from the agenda and not approve the minutes. Mr. Hancock reported the June 10, 2021 minutes do not record the specific statements he made. Mayor Vargus clarified 551.007 regarding speaking on items on the agenda.

MOTION: Upon a motion made by Mayor Pro-Tem West and seconded by Councilwoman Lepley, council voted four (4) “ayes”, no (0) “nays” to approve consent agenda item 1 as presented. *The motion carried.*

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

(Agenda Item D.3)

Mayor Vargus reviewed the budget and reported on the federal recovery funds expected to be received. Mayor Vargus reported that he used a very conservative method to create the budget which still resulted in an operating surplus which will be used to increase the reserve funds. Mayor Vargus reported on the expected increase of funds as development takes place and houses are constructed. Mayor Vargus stated approximately \$400,000 of current reserve funds will be used to cover the gap in bond funding on the road project. There was discussion about updating the Master Plan which would include the thoroughfare plan. There was some discussion about updating the well study to access the Twin Mountains aquifer. There was some discussion about the cost of an additional well and the participation of the proposed public improvement district. There was some discussion about funding sources for the well. Mayor Vargus reported on the positive financial status of the Municipal Development District. There was some discussion about sharing the cost of the extension of the sewer line to the Circle K. There was some discussion about the Municipal Development District taking over operations and maintenance of all parks and the status of the ball field project.

Mayor Vargus reported on the budget overages in the utility fund. Numerous wet hauls were required due to the failure of the operator to properly manage the sewer plant and call for sludge removal. Mayor Vargus reported the sewer plant has been brought back into operational guidelines. There was some discussion about constructing additional ground storage for the water plant and repurposing the existing tall storage tanks for recycled water at the sewer plant and water storage at Rocky Point. Mayor Vargus reviewed the budget and tax rate adoption schedule.

Eric Hancock, 8249 Treemont Place, Frisco, Texas, asked about General Fund line items: payroll, insurance benefits, retirement benefit. Mr. Hancock reviewed the town secretary salary and benefits. Mayor Vargus reviewed the employees included in the salary line items, the calculation for retirement, and the calculation for payroll taxes. Mayor Vargus reported on the financial accountability within the town. Mr. Hancock stated the records are based on the word of the Town Secretary. Mayor Vargus reported on the audit process and the responsibility of the town for accuracy.

Discussion of the 2018 Fire Code (Bushong)

(Agenda Item D.4)

Councilman Bushong asked the council to review the code. Councilman Bushong reported that Little Elm provided fire service in down so our fire code is similar to what Little Elm adopted with only a few changes. Mayor Vargus reported the outdoor burning is regulations have not changed. Councilman Bushong asked council to send any questions to Secretary Asbell.

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REGULAR SESSION
JULY 8, 2021**

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EXECUTIVE SESSION:

(Agenda Item E)

At 8:04 p.m. Mayor Pro-Tem West recessed into executive session in accordance with

1. § 551.071(2), Texas Government Code to wit: consultation with Town Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter to receive legal advice re: Development agreements, development and zoning standards; and
2. § 551.087 Texas Government Code to wit: Economic Development Negotiations regarding Sam Hill Ventures, Sanctuary at Sunset Cove, Project Left Field, Project Slade Rock, Project Boy Scout, Project Lakewood Village Partners, Project Lightning Bolt, and Project Flat Top; and
3. § 551.072 Texas Government Code to wit: deliberations about real property regarding Sam Hill Ventures, Sanctuary at Sunset Cove, Project Left Field, Project Slade Rock, Project Boy Scout, Project Lakewood Village Partners, Project Lightning Bolt, and Project Flat Top; and

RECONVENE:

(Agenda Item F)

Mayor Pro-Tem West reconvened the regular session at 9:12 p.m. No action was taken.

ADJOURNMENT

(Agenda Item G)

MOTION: Upon a motion made by Councilwoman Lepley and seconded by Councilman Farage council voted four (4) “ayes” and no (0) “nays” to adjourn the Regular Meeting of the Lakewood Village Town Council at 9:12 p.m. on Thursday July 8, 2021. The motion carried.

These minutes approved by the Lakewood Village Town Council on the 12th day of August 2021.

APPROVED:

Darrell West
MAYOR PRO-TEM

ATTEST:

Linda Asbell, TRMC, CMC
TOWN SECRETARY

LAKEWOOD VILLAGE TOWN COUNCIL

COUNCIL MEETING

JULY 21, 2021

Council Members:

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

Town Staff:

Linda Asbell, TRMC, CMC – Town Secretary
Julie Fort – Deputy Town Attorney

SPECIAL SESSION - 7:00 P.M.

With a quorum of the Council Members present, Mayor Vargus called the Special Meeting of the Town Council to order at 7:10 p.m. on Thursday, July 21, 2021 in the Council Chambers of the Lakewood Village Town Hall, 100 Highridge Drive, Lakewood Village, Texas.

PLEDGE TO THE FLAG:

(Agenda Item A)

Mayor Vargus led the Pledge of Allegiance.

VISITOR/CITIZENS FORUM:

(Agenda Item B)

No one requested to speak.

PUBLIC HEARING:

(Agenda Item C)

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

No one requested to speak

MOTION: Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Farage, council voted five (5) “ayes”, no (0) “nays” to close the public hearing at 7:03 p.m. *The motion carried.*

**LAKEWOOD VILLAGE TOWN COUNCIL
SPECIAL SESSION
JULY 21, 2021**

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PUBLIC HEARING:

(Agenda Item D)

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

No one requested to speak

MOTION: Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Farage, council voted five (5) “ayes”, no (0) “nays” to close the public hearing at 7:04 p.m. *The motion carried.*

CONSENT AGENDA:

(Agenda Item E)

1. Minutes of June 10, 2021 Council Meeting (Asbell)
2. Replat of 1525 Garza Lane (Asbell)

Eric Hancock, 8249 Treemont Place, Frisco, Texas. Stated he spoke regarding these minutes at the previous council meeting. Mr. Hancock requested a councilmember remove the minutes of the June meeting and not vote to accept the minutes. Mr. Hancock reported the June 10, 2021, minutes do not record the specific statements he made. Mr. Hancock reviewed Texas Government Code 551.007.

MOTION: Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Bushong, council voted five (5) “ayes”, no (0) “nays” to approve consent agenda item 2 as presented. *The motion carried.*

REGULAR AGENDA:

(Agenda Item F)

**Consider and act upon a resolution of the
Town of Lakewood Village, Texas, accepting
a petition seeking the creation of the
Lakewood Village Public Improvement
District No. 1 and calling for a public hearing
for the Town Council’s August 12, 2021
meeting. (Vargus)**

(Agenda Item F.1)

Mayor Vargus reported items F.1 and F.2 are essentially the same thing. This is the first of many steps required to create a public improvement district.

**LAKEWOOD VILLAGE TOWN COUNCIL
SPECIAL SESSION
JULY 21, 2021**

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

Consider and act upon a resolution of the Town of Lakewood Village, Texas, accepting a petition seeking the creation of the Lakewood Village Operation and Maintenance Public Improvement District No. 1 and calling for a public hearing for the Town Council’s August 12, 2021 meeting (Vargus)

(Agenda Item F.2)

Mayor Vargus reported the first portion of the public improvement district is for funding the infrastructure, the second is for annual maintenance and operations of the district.

MOTION: Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Farage, council voted five (5) “ayes”, no (0) “nays” to approve the resolution creating Lakewood Village Operation and Maintenance Public Improvement District No. 1 as presented. *The motion carried.*

EXECUTIVE SESSION:

(Agenda Item G)

At 7:11 p.m. Mayor Pro-Tem West recessed into executive session in accordance with

1. § 551.071(2), Texas Government Code to wit: consultation with Town Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter to receive legal advice re: Development agreements, development and zoning standards; and
2. § 551.087 Texas Government Code to wit: Economic Development Negotiations regarding Sam Hill Ventures, Sanctuary at Sunset Cove, Project Left Field, Project Slade Rock, Project Boy Scout, Project Lakewood Village Partners, Project Lightning Bolt, and Project Flat Top; and
3. § 551.072 Texas Government Code to wit: deliberations about real property regarding Sam Hill Ventures, Sanctuary at Sunset Cove, Project Left Field, Project Slade Rock, Project Boy Scout, Project Lakewood Village Partners, Project Lightning Bolt, and Project Flat Top; and

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SPECIAL SESSION
JULY 21, 2021**

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RECONVENE:

(Agenda Item H)

Mayor Vargus reconvened the special session at 8:47 p.m. No action was taken.

ADJOURNMENT

(Agenda Item I)

MOTION: Upon a motion made by Councilwoman Lepley and seconded by Mayor Pro-Tem West council voted five (5) “ayes” and no (0) “nays” to adjourn the Special Meeting of the Lakewood Village Town Council at 8:48 p.m. on Thursday July 21, 2021. The motion carried.

These minutes approved by the Lakewood Village Town Council on the 12th day of August 2021.

APPROVED:

Darrell West
MAYOR PRO-TEM

ATTEST:

Linda Asbell, TRMC, CMC
TOWN SECRETARY



THE STATE OF TEXAS §

COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY TAX

ASSESSMENT AND COLLECTION BETWEEN

DENTON COUNTY, TEXAS AND CITY/TOWN OF
_____, TEXAS

INTERLOCAL COOPERATION AGREEMENT –TAX COLLECTION

THIS AGREEMENT is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and _____, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**MUNICIPALITY**."

WHEREAS, COUNTY and **MUNICIPALITY** mutually desire to be subject to the provisions of Texas Government Code, Chapter 791 (the Interlocal Cooperation Act), and Section 6.24 of the Texas Tax Code; and;

WHEREAS, MUNICIPALITY has the authority to contract with the **COUNTY** for the **COUNTY** to act as tax assessor and collector for **MUNICIPALITY** and **COUNTY** has the authority to so act.

NOW THEREFORE, COUNTY and **MUNICIPALITY**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

Throughout this Agreement, the term "Property Tax Code" means Title 1 of the Texas Tax Code. Throughout this Agreement, the term "tax year" means the calendar year in which the applicable tax lien attaches to the taxable property. The term "collection year" refers to the period commencing on October 1st of the applicable tax year and continuing through the end of the applicable term (September 30th of the following year), in which collection and billing services are to be performed under this Agreement.

I.

The effective date of this Agreement shall be October 1, 2021. The initial term of this Agreement shall be for a period of one year beginning on the effective date and ending on, September 30, 2022. The initial term of the Agreement is for tax year 2021 property tax rate calculation, billing and collection services. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **MUNICIPALITY** no later than one hundred-eighty (180) days prior to the expiration date of the then-current term of the Agreement. If said notice is provided, this Agreement shall terminate at the end of the then-current term. Each renewal term shall be for property tax rate calculation, billing and collection services for the applicable tax year (the first renewal term will be for tax year 2022, the second renewal terms for tax year 2023, etc.).

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **MUNICIPALITY** to

the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor/collector, shall serve as tax assessor/collector for **MUNICIPALITY** for ad valorem tax collection for the tax year. **COUNTY** agrees to perform all necessary ad valorem assessing and collecting duties for **MUNICIPALITY** and **MUNICIPALITY** does hereby expressly authorize **COUNTY** to do and perform all acts necessary and proper to assess and collect taxes for **MUNICIPALITY**. **COUNTY** agrees to collect base taxes, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all current and delinquent tax statements required by statute, supplemental changes for applicable property accounts, as well as prepare and mail any other mailing as deemed necessary and appropriate by **COUNTY**; provide daily, monthly and annual collection reports to **MUNICIPALITY**; prepare tax certificates; develop and maintain both current and delinquent tax rolls, disburse tax monies to **MUNICIPALITY** daily (business day) based on prior day tax postings, approve and refund overpayment or erroneous payment of taxes for **MUNICIPALITY** pursuant to Property Tax Code Chapter 31 from available current tax collections of **MUNICIPALITY**; and to meet the requirements of Section 26.04 and Chapter 42, Subchapter C and develop and maintain such other records and forms as are necessary or required by State law, rules, or regulations. If daily disbursal is to be delayed, **COUNTY** will notify **MUNICIPALITY** in the secured web entity folder the reason for the delay.

3. **COUNTY** further agrees that it will make for **MUNICIPALITY** the property tax rate calculations required by Property Code Section 26.04 (currently identified in the Section by the terms "no new revenue tax rate" and "voter-approval tax rate"), and will do so in accordance with all requirements therein. All such rate calculations will be performed using only the Texas State Comptroller's "Truth In Taxation" formulas, and at no additional cost to **MUNICIPALITY**. The information concerning the rate calculations described in this Article II.3 and publications will be provided to **MUNICIPALITY** in the form prescribed by the Comptroller of Public Accounts of the State of Texas, and as required by Property Tax Code Chapter 26. **MUNICIPALITY** shall be responsible for all publications as required by Chapter 26. In the event **MUNICIPALITY** requires early calculation based on certified estimate values, **COUNTY** will perform the tax rate calculations described in this Article II.3. and provide the required publications to **MUNICIPALITY** in the same manner as performing the tax rate calculations pursuant to the annual appraisal district reports required to be Certified on July 25 of each tax year.

4. **COUNTY** agrees, upon request, to offer guidance and the necessary forms for posting notices as required by Chapter 26 of the Property Tax Code if **MUNICIPALITY** requests such no less than 7 days in advance of the intended publication date. **MUNICIPALITY** must approve all calculations and notices, in the format required by **COUNTY** and Property Tax Code Chapter 26. The accuracy and timeliness of all required notices are the responsibility of **MUNICIPALITY**. **COUNTY** will update tax transparency databases, as required in Property Tax Code Sections 26.17(b),(5A,B),(7),(12),(13) and 26.17(e)(2) with applicable Truth In Taxation

worksheets and Notices. **MUNICIPALITY** is responsible for any other required information posted on a tax transparency database. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Property Tax Code and all other applicable Texas statutes. **COUNTY** will submit to **MUNICIPALITY** approval forms of the tax rate calculation and required notices. **MUNICIPALITY** must return executed approval forms to tax assessor/collector as required by law and this agreement.

5. Should **MUNICIPALITY** vote to increase its tax rate above the statutory voter approval limit (also known as the "rollback" or the "voter approval" rate), the required publication of notices shall be the responsibility of the **MUNICIPALITY**. Should **MUNICIPALITY** roll back the tax rate as a result of Tax Rate Election, the required publication of notices shall be the responsibility of **MUNICIPALITY**.

6. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **MUNICIPALITY**, and to promptly furnish written reports to keep **MUNICIPALITY** informed of all financial information affecting it.

7. **MUNICIPALITY** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

8. **COUNTY** agrees to allow an audit of the tax records of **MUNICIPALITY** in **COUNTY'S** possession during normal working hours with at least 72 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **MUNICIPALITY**. A copy of any and all such audits shall be furnished to **COUNTY**.

9. If required by **MUNICIPALITY**, **COUNTY** agrees to obtain a surety bond for the County Tax Assessor/Collector. Such bond will be conditioned upon the faithful performance of the tax assessor/collector's lawful duties, will be made payable to **MUNICIPALITY** and in an amount determined by the governing body of **MUNICIPALITY**. The premium for any such bond shall be borne solely by **MUNICIPALITY**.

10. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent tax penalties will apply to all assessed taxes that are not paid by January 31st of the collection year.

11. **COUNTY** agrees that it will post to a secure website collection reports for **MUNICIPALITY** listing current taxes, delinquent taxes, penalties and interest on a daily basis through September 30th of the collection year. **COUNTY** will provide monthly Maintenance and Operation (hereinafter referred to as "MO"), and Interest and Sinking (hereinafter referred to as "IS") collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

12. **MUNICIPALITY** retains its right to select its own delinquent tax collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **MUNICIPALITY** in the collection of delinquent taxes and related activities.

13. **MUNICIPALITY** will provide **COUNTY** with notice of any change in collection attorney at least 7 days before the effective date of the new collection attorney contract.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **MUNICIPALITY**. The County Tax Assessor/Collector, and/or his/her designated substitute, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **MUNICIPALITY**.

IV.

COUNTY accepts responsibility for the acts, negligence, and/or omissions related to property tax service of all **COUNTY** employees and agents, sub-contractors and/or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

V.

MUNICIPALITY accepts responsibility for the acts, negligence, and/or omissions of all **MUNICIPALITY** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **MUNICIPALITY** to the extent allowed by law.

VI.

MUNICIPALITY understands and agrees that **MUNICIPALITY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **MUNICIPALITY**.

VII.

For the services rendered during the tax year, **MUNICIPALITY** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of tax statements as follows:

1. The current tax statements will be mailed by October 10th of the tax year or as soon thereafter as practical. The **MUNICIPALITY** must adopt its tax year tax rate on or before September 30th of the applicable tax year, if that rate does not exceed the voter-approval tax rate. **MUNICIPALITY** must adopt a tax rate that exceeds the voter-approval tax rate not later than the deadline set forth in Property Tax Code Section 26.05(a) and Election Code 3.005 and 41.001. In order to expedite mailing of tax statements, **MUNICIPALITY** shall adopt and then deliver its adopted tax rate to **COUNTY** no later than the applicable adoption deadline described herein. Failure by **MUNICIPALITY** to adopt and then deliver the adopted tax rate to **COUNTY** by said applicable adoption deadline may result in delay of processing and mailing **MUNICIPALITY** tax statements. **MUNICIPALITY** agrees to assume the costs for additional delayed tax statements, processing and mailing as determined by **COUNTY**. An additional notice will be sent

during the month of March following the initial mailing provided that **MUNICIPALITY** has requested such a notice on or before February 28th of the collection year. During the initial term of this Agreement, the fee for this service will be **\$1.00** per statement. During the first and second renewal terms of this Agreement, the fee for this service will be the per statement rate approved by Commissioners Court for the applicable tax year, provided notice of that rate is provided to **MUNICIPALITY** as described in Section 8 of this Article VII. In the event **COUNTY** does not provide **MUNICIPALITY** with said notice, the rate charged during the preceding term will apply.

2. At least 30 days, but no more than 60 days prior to April 1st of the collection year and following the initial mailing, a delinquent tax statement meeting the requirements of Section 33.11 of the Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

3. At least 30 days, but no more than 60 days prior to July 1st of the collection year and following the initial mailing, a delinquent tax statement meeting the requirements of Section 33.07 of the Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

4. For accounts that become delinquent on or after June 1st of the collection year, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Property Tax Code to the owner of each parcel having delinquent taxes.

5. For accounts that become delinquent on February 1st of the tax year, **COUNTY**, in its sole discretion, may mail a reminder notice to the owner of each parcel having delinquent taxes not including February 33.11 notices.

6. In event of a tax rate change resulting from a rollback or tax approval election that takes place after tax bills for **MUNICIPALITY** have been mailed, **MUNICIPALITY** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY**, pursuant to Property Tax Code Section 26.07(f) or 26.075(j) will mail corrected statements to the owner of each property. The fee for this service will be the same per statement rate described in Section 1 of this Article VII. When a refund is required per Property Tax Code Section 26.07(g) or 26.075(k) **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a successful rollback election, will be the responsibility of the **COUNTY**. **MUNICIPALITY** will be billed for the refunds, postage and processing fees.

7. **MUNICIPALITY** understands and agrees that **COUNTY** will, no later than January 31st of the tax year, deduct from current collections of **MUNICIPALITY** the "Total Cost" of providing all services described in Sections 1-5 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. During the initial term of this Agreement, the "Total Cost" of providing all services described in Sections 1-5 above shall be the total of: **\$1.00** (the "per parcel rate") x the total number of parcels listed on **MUNICIPALITY's** preceding tax year Tax Roll on September 30th of the tax year. During the first and second renewal terms of this agreement, the "per parcel rate" will be the per parcel rate approved by Commissioners Court for the applicable tax year, provided notice of that rate is provided to **MUNICIPALITY** as described in Sections 1 and 8 of this Article VII. In the event **COUNTY** does not provide **MUNICIPALITY** with said notice, the per parcel rate charged during the preceding term will apply.

In the event that a rollback or tax rate approval election as described in Section 6 of this Article VII takes place, **COUNTY** shall bill **MUNICIPALITY** for the applicable programming charge, check processing fees, refunds paid, and refund postage costs. **MUNICIPALITY** shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in Section 1 of this Article VII, **COUNTY** shall bill **MUNICIPALITY** for such amounts. **MUNICIPALITY** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

8. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing tax collection services. The collection rate for each tax year is approved by County Commissioners' Court, and all entities are assessed the same per parcel collection rate. Following approval of the collection rate for each tax year, **COUNTY** will, at least sixty (60) days prior to the expiration date of the then-current term of this Agreement, provide **MUNICIPALITY** with written notice of that rate.

VIII.

COUNTY agrees to remit all taxes, penalties, and interest collected on **MUNICIPALITY's** behalf and to deposit such funds into the **MUNICIPALITY's** depositories, as designated:

1. For deposits of tax, penalties, and interest, payment shall be by wire transfer or ACH to **MUNICIPALITY's** depository accounts only, and segregated into the appropriate MO and IS accounts, as applicable, specified on the Direct Deposit Authorization executed between the **MUNICIPALITY** and **COUNTY**. Only in the event

of failure of electronic transfer protocol will a check for deposits of tax, penalty and interest be sent by mail to **MUNICIPALITY**.

2. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30th of the collection year. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

3. In event that **COUNTY** experiences shortage in collections as a result of an outstanding tax debt of **MUNICIPALITY**, the **MUNICIPALITY** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage. Failure to remit payment of shortage restricts release of collected taxes until such time as payment is remitted

IX.

In the event of termination, the terminating party shall be obligated to make such payments as are required by this Agreement through the balance of the tax year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement during such period.

X.

This Agreement represents the entire agreement between **MUNICIPALITY** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the

governing bodies of both **MUNICIPALITY** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:

County Judge of Denton County
110 West Hickory
Denton, Texas 76201
Telephone: 940-349-2820

MUNICIPALITY:

XII.

MUNICIPALITY hereby designates _____ to act on behalf of **MUNICIPALITY**, and to serve as Liaison for **MUNICIPALITY** to ensure the performance of all duties and obligations of **MUNICIPALITY** as stated in this Agreement. **MUNICIPALITY**'s designee shall devote sufficient time and attention to the execution of said duties on behalf of **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **MUNICIPALITY** employees, agents, contractors, subcontractors, and/or laborers, if any,

in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **MUNICIPALITY** and **COUNTY**.

XIII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIV.

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

Executed in triplicate originals this, _____ day of _____
20____.

COUNTY

Denton County Texas
110 West Hickory
Denton, Texas 76201

MUNICIPALITY

City/Town:
Street address:
City, state, zip:
Email:
Phone:

BY: _____
Honorable Andy Eads
County Judge

BY: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

BY: _____
Name _____
Title _____

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

Michelle French

Tax Assessor/Collector

Attorney Denton County

-PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement"), effective as of the ____ day of _____, 2021, (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 **Lakewood Village Partners**, a Texas joint venture, the owner of certain tracts of land located in the Town (the "Company").

WHEREAS, the Company owns, has or seeks development rights to approximately 40 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 \$10,000.00 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 each invoice from a Consultant, the Town shall forward such invoice to the Company before it is paid. 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 five (5) 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:

Lakewood Village Partners

Attn:

Todd Sortor / James Barnett

Address:

Phone:

214-783-8686 - 214-727-7917

Email:

Tsortor@synergya.com - James@craftbarnett.com

TOWN:

Linda Asbell, 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 Asbell, TRMC, CMC
Town Secretary

APPROVED AS TO FORM:

Wm. Andrew Messer, Town Attorney

COMPANY

Lakewood Village Partners, a Texas joint venture

By: Name: James Barnett,
its (title) Partner

James Barnett

Name, Title

STATE OF TEXAS

§

COUNTY OF DENTON

§

§

This instrument was acknowledged before me on the ____ day of _____, 2021, by **Dr. Mark E. Vargus**, Mayor of the Town of Lakewood Village.

(Signature of Notary)

Notary Public, State of Texas

STATE OF TEXAS

§

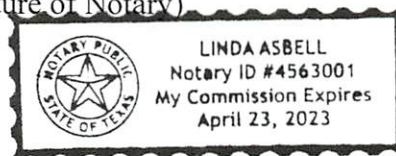
§

COUNTY OF COLLIN
Denton

§

This instrument was acknowledged before me on the 28th day of July, 2021, by (name) James Barnett, (title) partner of Lakewood Village Partners, L.L.C., a Texas limited liability company.

Linda Asbell
(Signature of Notary)



Notary Public, State of Texas

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

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

TOWN OF LAKEWOOD VILLAGE, TEXAS

RESOLUTION NO. 21-05

A RESOLUTION OF THE TOWN COUNCIL 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; RESOLVING OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, on July 19, 2021, The Sanctuary Texas, LLC, a Texas limited liability company (the “Petitioner”) submitted and filed with the Town Secretary of the Town a petition (the “Petition”) requesting the establishment of a public improvement district to include certain property currently located within the extraterritorial jurisdiction of the Town; and

WHEREAS, the Petition requested the creation of The Lakewood Village Public Improvement District No. 1 (the “District”), which District is to consist of approximately 63.8 acres of property currently located within the extraterritorial jurisdiction of the Town, generally located south of Cardinal Ridge Lane, east of Lake Lewisville, and west of Eldorado Parkway; and, as more particularly depicted in **Exhibit A** and described by metes and bounds in **Exhibit B** (the “Property”) each attached hereto and incorporated herein for all purposes; and

WHEREAS, the Town Council has investigated and determined that the facts contained in the Petition are true and correct; and

WHEREAS, after publishing notice of a hearing to consider creating the District on July 24, 2021 in the *Denton Record-Chronicle*, a newspaper of general circulation in the Town and in the part of the Town’s extraterritorial jurisdiction in which the District is proposed to be located or in which the improvements are proposed to be undertaken, 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 August 12, 2021; and

WHEREAS, the Town Council closed the public hearing on the advisability of the improvements and services on August 12, 2021.

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 August 12, 2021, hereby finds and declares:

- (a) **Advisability of the Proposed Improvements.** It is advisable to create the District to provide the Authorized Capital Improvements (as 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.
- (b) **General Nature of the Authorized Capital Improvements.** The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by Section 372.003(b) of the Act that are necessary for the development of the property within the District, which public improvements may 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, (items (1) through (10) are collectively defined as the “Authorized Capital Improvements”). These Authorized Capital Improvements shall promote the interests of the Town and confer a special benefit on the Property.

- (c) **Estimated Costs of the Authorized Capital Improvements.** The estimated total costs to design, acquire, and construct the Authorized Capital Improvements is \$16,000,000.
- (d) **Boundaries of the District.** The District is proposed to include the Property.
- (e) **Proposed Method of Assessment.** The Town shall levy assessments on each lot within the District to pay the cost of the Authorized Capital Improvements in a manner that results in imposing equal shares of the cost on property similarly benefited. Each assessment may be paid in full (including accrued and unpaid interest) without penalty at any time or may be paid in annual installments (including interest and debt). If paid in annual installments, such installments must be paid in amounts necessary to meet annual costs for the Authorized Capital Improvements and must continue for a period necessary to retire any indebtedness incurred to pay the costs of the Authorized Capital Improvements.

- (f) **Apportionment of Costs.** The Town shall not be obligated to provide any funds to finance the Authorized Capital Improvements other than from assessments levied on the Property. The developer of the Property (the “Developer”) may also pay certain costs of the Authorized Capital Improvements from other funds available to the Developer.
- (g) **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.
- (h) **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 of the Authorized Capital Improvements, 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. Notice of this Resolution authorizing the District shall be given by publishing a substantial copy of this Resolution once in the *Denton Record-Chronicle*, a newspaper of general circulation in the Town and in the part of the Town’s extraterritorial jurisdiction in which the District is proposed to be located or in which the improvements are proposed to be undertaken. Upon the publication of such notice, such authorization shall take effect and the District shall be established.

Section 6. This Resolution shall take effect immediately from and after its passage and publication as required by law.

[Remainder of page intentionally left blank]

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, THIS THE 12TH DAY OF AUGUST, 2021.

TOWN OF LAKEWOOD VILLAGE, TEXAS

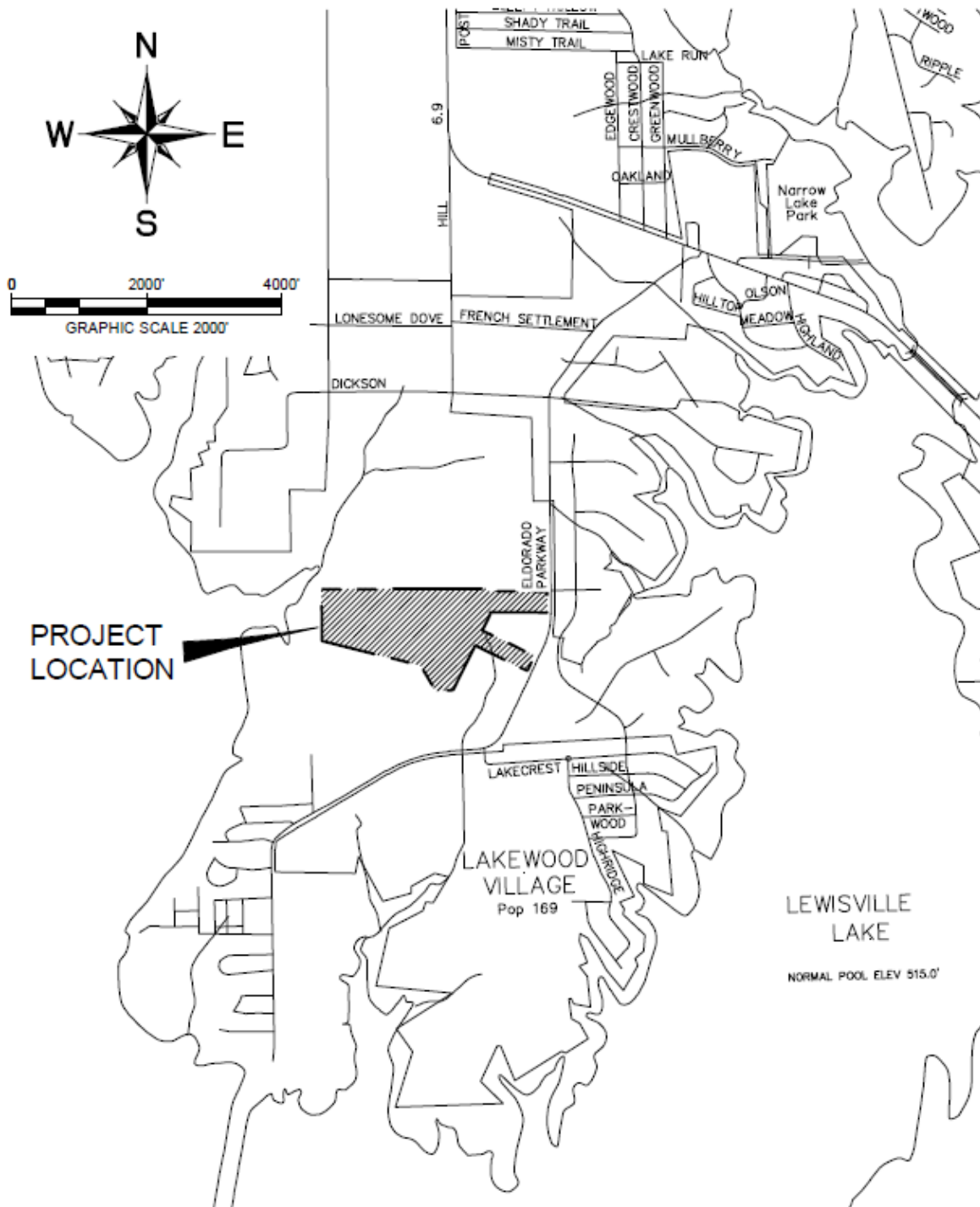
DR. MARK E. VARGUS,
MAYOR

ATTEST:

LINDA ASBELL, TRMC, CMC,
TOWN SECRETARY

(TOWN SEAL)

EXHIBIT A PROPERTY DEPICTION



The Sanctuary at Sunset Cove

Town of Lakewood Village, Texas
October 2020

Kimley»Horn

13455 Noel Road
Two Galleria Office Tower, Suite 700
Dallas, TX 75240
State of Texas Registration No. F-928

EXHIBIT B **PROPERTY METES AND BOUNDS DESCRIPTION**

LEGAL DESCRIPTION

TRACT 1

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

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

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

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

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

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

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

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

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

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

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

Continued on Sheet 2

TRACT 1: 63.397 ACRES

TRACT 2: 0.429 ACRE

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

Kimley»Horn

6160 Warren Parkway Suite 210 Tel: No (972) 335-3580
Frisco, Texas 75034 Firm # 10193822 Fax No: (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
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Continued from Sheet 1

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

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

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

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

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

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

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

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

NOTES

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

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

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

Kimley»Horn					
6160 Warren Parkway Suite 210 Frisco, Texas 75034					
FIRM # 10193822					
Tel No. (972) 335-3580 Fax No. (972) 335-3779					
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SG	KHA	10/28/2019	064548200	2 OF 5

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TRACT 2

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

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

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

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

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

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

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

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

NOTES

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

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

TRACT 1: 63.397 ACRES
TRACT 2: 0.429 ACRE
C.C. DICKSON SURVEY, ABSTRACT NO. 339
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DENTON COUNTY, TEXAS

Kimley»Horn

5160 Warren Parkway Suite 210
Frisco, Texas 75034

FIRM # 10150822

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TOWN OF LAKEWOOD VILLAGE, TEXAS

RESOLUTION NO. 21-06

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS AUTHORIZING AND CREATING THE LAKEWOOD VILLAGE OPERATION AND MAINTENANCE PUBLIC IMPROVEMENT DISTRICT NO. 1 IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; RESOLVING OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, on July 19, 2021, The Sanctuary Texas, LLC, a Texas limited liability company (the “Petitioner”) submitted and filed with the Town Secretary of the Town a petition (the “Petition”) requesting the establishment of a public improvement district to include certain property currently located within the extraterritorial jurisdiction of the Town; and

WHEREAS, the Petition requested the creation of The Lakewood Village Operation and Maintenance Public Improvement District No. 1 (the “District”), which District is to consist of approximately 63.8 acres of property currently located within the extraterritorial jurisdiction of the Town, generally located south of Cardinal Ridge Lane, east of Lake Lewisville, and west of Eldorado Parkway; and, as more particularly depicted in **Exhibit A** and described by metes and bounds in **Exhibit B** (the “Property”) each attached hereto and incorporated herein for all purposes; and

WHEREAS, the Town Council has investigated and determined that the facts contained in the Petition are true and correct; and

WHEREAS, after publishing notice of a hearing to consider creating the District on July 24, 2021 in the *Denton Record-Chronicle*, a newspaper of general circulation in the Town and in the part of the Town’s extraterritorial jurisdiction in which the District is proposed to be located

or in which the improvements are proposed to be undertaken, 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 August 12, 2021; and

WHEREAS, the Town Council closed the public hearing on the advisability of the improvements and services on August 12, 2021.

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 August 12, 2021, hereby finds and declares:

- (a) **Advisability of the Proposed Improvements.** It is advisable to create the District to provide the Authorized Services (as described below). The Authorized Services are feasible and desirable and will promote the interests of the Town and will confer a special benefit on the Property.
- (b) **General Nature of the Authorized Services.** The purpose of the District is to provide special supplemental services for improvement and promotion of the District which may include, but not be limited to: (1) payment of annual service costs related to the operation of the District exclusively consisting of: (a) the actual annual costs of third-party services relating to public safety, including police, emergency medical services, and fire services for the District, (b) the actual annual costs of maintenance of street and roadway improvements financed by assessments levied on property within the District, including from the proceeds of revenue bonds secured by assessments levied on property within the District, and (c) the actual annual road replacement fund costs

- based on a third-party engineer's opinion of the actual street and roadway replacement costs of street and roadway improvements financed by assessments levied on property within the District, including from the proceeds of revenue bonds secured by assessments levied on property within the District; (2) payment of expenses related to the establishment of the District, and (3) payment of expenses related to the collection of the annual assessments (the “Authorized Services”). These Authorized Services shall promote the interests of the Town and confer a special benefit on the Property.
- (c) **Estimated Costs of the Authorized Services.** The estimated total cost of the Authorized Services for the first year of the District’s operation will be a total of approximately \$200,000. The cost of the Authorized Services for subsequent years will be determined in the annual update to the service plan approved by the Town each year in accordance with Section 372.013 of the Act.
- (d) **Boundaries of the District.** The District is proposed to include the Property.
- (e) **Proposed Method of Assessment.** The Town shall levy an annual assessment on each lot within the District to pay the costs of the Authorized Services in a manner that results in imposing equal shares of the costs on property similarly benefited. Each assessment may be paid in full (including accrued and unpaid interest) without penalty at any time. Each annual assessment must be paid in amounts necessary to meet annual costs for the Authorized Services.
- (f) **Apportionment of Costs.** The Town shall not be obligated to provide any funds to finance the Authorized Services other than from assessments levied on the Property. The developer of the Property (the “Developer”) may also pay certain costs of the Authorized Services from other funds available to the Developer.
- (g) **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.
- (h) **Advisory Board.** The District shall be managed without the creation of an advisory body.

Section 4. The Lakewood Village Operation and Maintenance 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 Services contained in this Resolution, the nature of the Authorized Services, the estimated costs of the Authorized Services, 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 Services.

Section 5. Notice of this Resolution authorizing the District shall be given by publishing a substantial copy of this Resolution once in the *Denton Record-Chronicle*, a newspaper of general circulation in the Town and in the part of the Town's extraterritorial jurisdiction in which the District is proposed to be located or in which the improvements are proposed to be undertaken. Upon the publication of such notice, such authorization shall take effect and the District shall be established.

Section 6. This Resolution shall take effect immediately from and after its passage and publication as required by law.

[Remainder of page intentionally left blank]

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, THIS THE 12TH DAY OF AUGUST, 2021.

TOWN OF LAKEWOOD VILLAGE, TEXAS

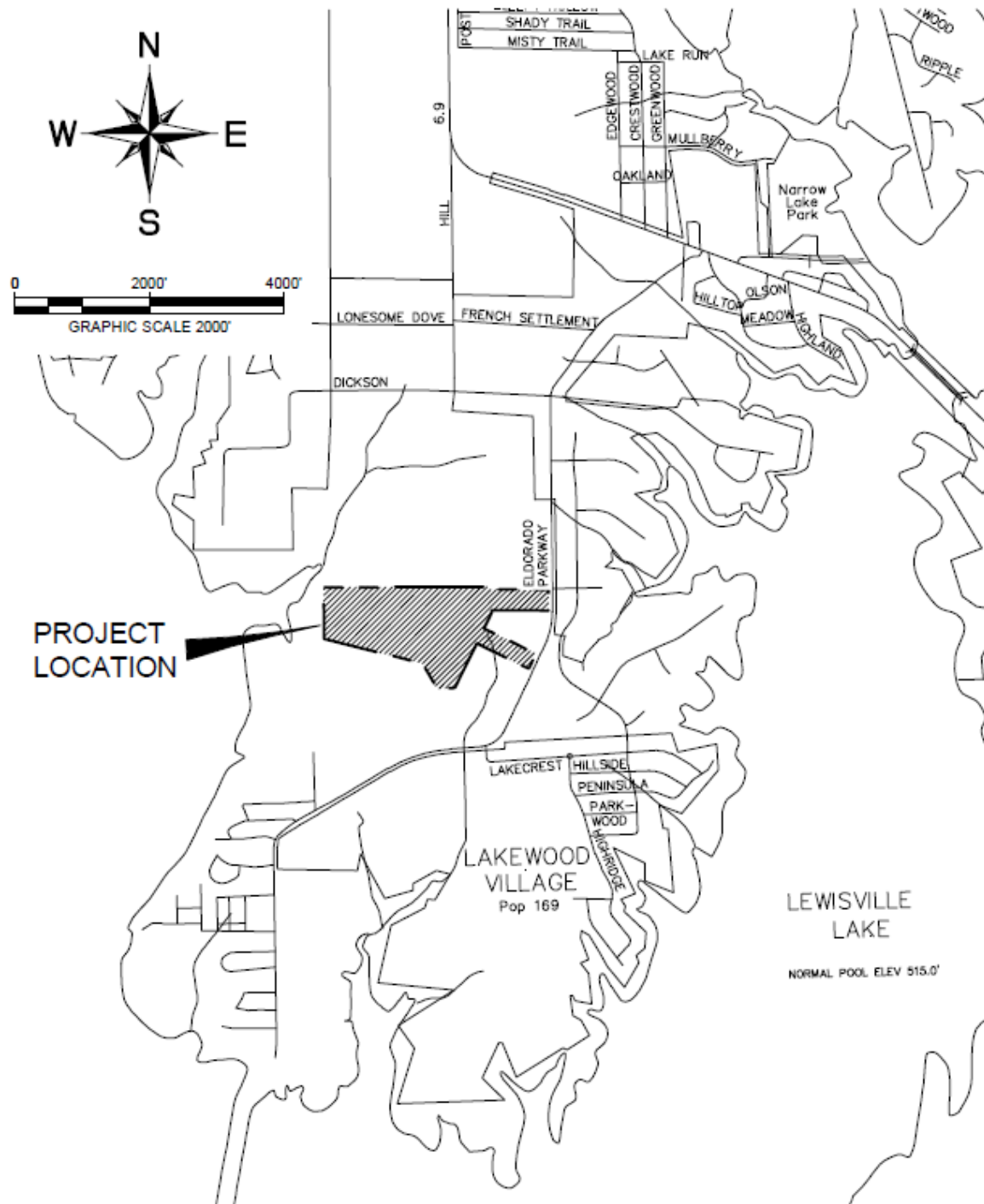
DR. MARK E. VARGUS,
MAYOR

ATTEST:

LINDA ASBELL, TRMC, CMC,
TOWN SECRETARY

(TOWN SEAL)

EXHIBIT A PROPERTY DEPICTION



The Sanctuary at Sunset Cove

Town of Lakewood Village, Texas
October 2020

Kimley»Horn

13455 Noel Road
Two Galleria Office Tower, Suite 700
Dallas, TX 75240
State of Texas Registration No. F-928

EXHIBIT B **PROPERTY METES AND BOUNDS DESCRIPTION**

LEGAL DESCRIPTION

TRACT 1

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

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

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

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

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

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

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

Continued on Sheet 2

TRACT 1: 63.397 ACRES
TRACT 2: 0.429 ACRE
C.C. DICKSON SURVEY, ABSTRACT NO. 339
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DENTON COUNTY, TEXAS

Kimley»Horn

6160 Warren Parkway Suite 210
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Continued from Sheet 1

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

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

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

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

NOTES

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

TRACT 1: 63.397 ACRES
TRACT 2: 0.429 ACRE
C.C. DICKSON SURVEY, ABSTRACT NO. 339
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TRACT 2

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

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

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

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

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

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

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

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

NOTES

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

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

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

Kimley»Horn					
5160 Warren Parkway Suite 210 Frisco, Texas 75034 FIRM # 10193822 Tel No (972) 335-3580 Fax No (972) 335-3779					
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SG	KHA	10/28/2019	064548200	3 OF 5

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

**TOWN OF LAKEWOOD VILLAGE, TEXAS
RESOLUTION NO. 21-07**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
LAKEWOOD VILLAGE, TEXAS APPROVING AND AUTHORIZING
THE MAYOR TO EXECUTE THE LAKEWOOD VILLAGE PUBLIC
IMPROVEMENT DISTRICTS ESCROW AGREEMENT; AND
RESOLVING OTHER MATTERS RELATED THERETO.**

WHEREAS, on August 12, 2021, the Town Council (the “Town Council”) of the Town of Lakewood Village, Texas (the “Town”) adopted (i) Resolution No. 21-05, creating the Lakewood Village Public Improvement District No. 1 (the “Capital District”) and (ii) Resolution No. 21-06, creating the Lakewood Village Operation and Maintenance Public Improvement District No. 1 (the “Services District” and, together with the Capital District, the “Districts”) in accordance with Chapter 372, Texas Local Government Code, as amended (the “Act”); and

WHEREAS, the Town desires to approve the “Lakewood Village Public Improvement Districts Escrow Agreement” (the “Escrow Agreement”), and;

WHEREAS, which escrow agreement authorizes and directs the Escrow Agent (as defined in the Escrow Agreement) to hold in escrow two dissolution petitions (the “Dissolution Petitions”), each signed by the Owner (as defined in the Escrow Agreement), with respect to the Districts, with instructions to submit the Dissolution Petitions to the Town Council in certain events, as described in the Escrow Agreement ; and

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 Escrow Agreement attached hereto as **Exhibit A**, is approved and the Mayor is authorized to execute such Escrow Agreement on behalf of the Town.

Section 3. This Resolution shall become effective from and after its date of passage in accordance with law.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, THIS THE 12TH DAY OF AUGUST, 2021.

TOWN OF LAKEWOOD VILLAGE, TEXAS

DR. MARK E. VARGUS,
MAYOR

ATTEST:

LINDA ASBELL, TRMC, CMC,
TOWN SECRETARY

(TOWN SEAL)

Exhibit A to Resolution
Lakewood Village Public Improvement Districts
Escrow Agreement

ESCROW AGREEMENT

This Escrow Agreement (this “Agreement”) is entered into on August 12, 2021, by and among The Sanctuary Texas, LLC, a Texas limited liability company (the “Owner”), the Town of Lakewood Village, Texas (the “Town”), and the City Secretary of the Town (the “Escrow Agent”).

AGREEMENT

This Agreement shall constitute the irrevocable escrow instructions of the Owner and the Town to the Escrow Agent in connection with the Town’s creation of the Lakewood Village Public Improvement District No. 1 (the “Capital District”) and the Lakewood Village Operation and Maintenance Public Improvement District No. 1 (the “Services District” and, together with the Capital District, the “Districts”) and the potential dissolution of the Districts.

Section 1. In connection with the Town adopting both (i) Resolution No. 21-05, authorizing and creating the Capital District and (ii) Resolution No. 21-06, authorizing and creating the Services District, the Owner has heretofore executed and delivered to the Escrow Agent both (a) the “Petition to Dissolve the Lakewood Village Public Improvement District No. 1” substantially in the form attached hereto as **Exhibit A** and (b) the “Petition to Dissolve the Lakewood Village Operation and Maintenance Public Improvement District No. 1”, substantially in the form attached hereto as **Exhibit B** (collectively, the “Dissolution Petitions”).

Section 2. In the event, (i) the Town has not levied assessments on any of the property within the Districts within nine (9) months of the date of this agreement, and (ii) upon request by either the Owner or the Town, the Escrow Agent is hereby authorized to date the attached Dissolution Petitions and to file the dated Dissolution Petitions with the Town Secretary of the Town.

Section 3. In the event Owner shall sell all or a portion of the land located within the Districts prior to the time the Town has levied assessments on any of the property within the Districts, Owner shall require the purchaser(s) of such land to execute and file with the Escrow Agreement identical Dissolution Petitions relative to the land it has purchased and shall also require the purchaser(s) to execute an amendment to this Escrow Agreement, adding the new purchaser(s) as parties hereto.

Section 4. The Owner and the City hereby agree, to the extent allowed by law, to indemnify, protect, save and hold harmless Escrow Agent, his successors, from and against any and all liabilities, obligations, losses, damages, claims, actions, suits, costs, or expenses (including attorney’s fees) of whatsoever kind or nature imposed on, incurred by, or asserted against Escrow Agent which in any way relate to, or arise out of, the execution and delivery of this Agreement and any action taken hereunder; provided, however, the parties hereto shall have no obligation to indemnify, save , and hold harmless the Escrow Agent, its successors, assigns, and agents from any liability incurred by, imposed upon, or asserted against it for its own willful misconduct.

Section 5. Escrow Agent may resign at any time provided it shall provide notice of its resignation not less than sixty (60) days prior to its resignation.

Section 6. Except as provided by Section 3 hereof, this Agreement cannot be amended or

modified without the written approval of all parties to this Agreement and the written consent of the Escrow Agent.

Section 7. This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by, and construed in accordance with the law of the State of Texas; and the performance of all obligations shall be in Denton County, Texas.

Section 8. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 9. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Owner and the Escrow Agent each hereby represent that neither the Owner, the Escrow Agent, nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Owner or the Escrow Agent, as applicable, is a company 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>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable state or federal law and excludes the Owner and the Escrow Agent and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Owner and the Escrow Agent, as applicable, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any state or federal sanctions regime relating to a foreign terrorist organization. The Owner and the Escrow Agent each understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner or the Escrow Agent, as applicable, and exists to make a profit.

EXECUTED AND EFFECTIVE AS OF THE DATE FIRST SET FORTH ABOVE.

TOWN:

Town of Lakewood Village, Texas

DR. MARK E. VARGUS,
MAYOR

OWNER

The Sanctuary Texas, LLC,
a Texas limited liability company

Name: SAIM J BAYON
Its: MARGARET HAYDON

ESCROW AGENT

Town of Lakewood Village, Texas

LINDA ASBELL
TOWN SECRETARY

Exhibit A

Petition to Dissolve the Lakewood Village Public Improvement District No. 1

PETITION FOR THE DISSOLUTION OF THE
LAKEWOOD VILLAGE PUBLIC IMPROVEMENT DISTRICT NO. 1

This petition (the “Petition”) is submitted and filed with the Town Secretary of the Town of Lakewood Village, Texas (the “Town”), by The Sanctuary Texas, LLC (the “Owner”), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the “Act”), hereby requesting that the Town conduct a public hearing regarding this Petition, pursuant to Section 372.011 of the Act, to consider dissolving the Lakewood Village Public Improvement District No. 1 (the “District”). In support of this Petition, the Owner presents the following:

I.

The District was created by Resolution No. 21-05 adopted by the Town Council of the Town on August 12, 2021. The property comprising the District (the “Property”) is more particularly described in **Exhibit A** and is depicted in **Exhibit B**, both of which are attached hereto and are incorporated by reference herein.

II.

The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by Section 372.003(b) of the Act that are necessary for the development of the property within the District, which public improvements may 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, (items (1) through (10) are collectively defined as the “Authorized Capital Improvements”).

III.

The estimated total costs to design, acquire, and construct the Authorized Capital Improvements is \$16,000,000.

IV.

As of the date of this Petition, none of the Authorized Capital Improvements have been constructed and the purposes for which the District was created have been frustrated.

V.

This Petition has been signed by (1) the owners of 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) record owners of 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.

RESPECTFULLY SUBMITTED, on this the _____, 20__

OWNER:

THE SANCTUARY TEXAS, LLC
a Texas limited liability corporation

By:

Name:

Title:

Jo J. Bar
BRITNEY BARBER
MANAGING MEMBER

EXHIBIT A
Metes and Bounds Description of the Property

LEGAL DESCRIPTION

TRACT 1

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

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

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

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

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

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

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

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

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

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

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

Continued on Sheet 2

TRACT 1: 63.397 ACRES

TRACT 2: 0.429 ACRE

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

Kimley»Horn

6160 Warren Parkway, Suite 210, Frisco, Texas 75034 FIRM # 10193822 Tel: No (972) 335-1580 Fax No (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
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EXHIBIT A
Metes and Bounds Description of the Property

Continued from Sheet 1

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

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

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

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

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

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

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

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

NOTES

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

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

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

Kimley»Horn					
<small>6160 Warren Parkway Suite 210 Frisco, Texas 75034 FIRM # 10193822 Tel No: (972) 335-3580 Fax No: (972) 335-3779</small>					
<small>Scale</small>	<small>Drawn by</small>	<small>Checked by</small>	<small>Date</small>	<small>Project No.</small>	<small>Sheet No.</small>
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EXHIBIT A
Metes and Bounds Description of the Property

TRACT 2

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

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

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

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

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

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

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

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

NOTES

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

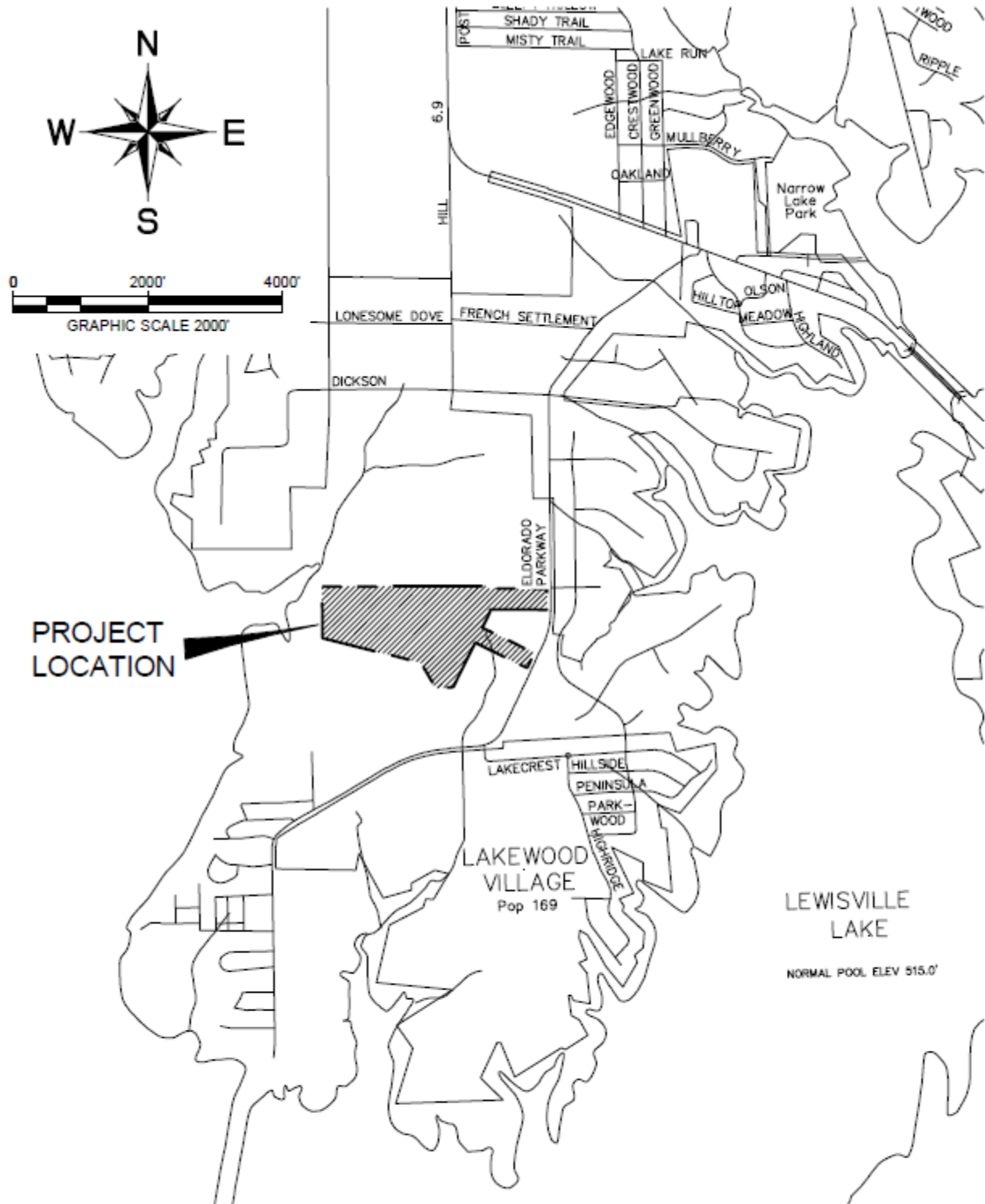
This exhibit is based upon recorded deeds and plat, and not based upon on-the-ground survey.

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

<h2 style="margin: 0;">Kimley»Horn</h2>					
5160 Warren Parkway Suite 210 Frisco, Texas 75034 FIRM # 10150822 Tel No (972) 335-3580 Fax No (972) 335-3779					
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
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EXHIBIT B
Depiction of the Property



The Sanctuary at Sunset Cove

Town of Lakewood Village, Texas
October 2020

Kimley»Horn

13455 Noel Road
Two Galleria Office Tower, Suite 700
Dallas, TX 75240
State of Texas Registration No. F-928

Exhibit B
Petition to Dissolve the Lakewood Village Operation and Maintenance
Public Improvement District No. 1

PETITION FOR THE DISSOLUTION OF THE
LAKEWOOD VILLAGE OPERATION AND MAINTENANCE
PUBLIC IMPROVEMENT DISTRICT NO. 1

This petition (the “Petition”) is submitted and filed with the Town Secretary of the Town of Lakewood Village, Texas (the “Town”), by The Sanctuary Texas, LLC (the “Owner”), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the “Act”), hereby requesting that the Town conduct a public hearing regarding this Petition, pursuant to Section 372.011 of the Act, to consider dissolving the Lakewood Village Operation and Maintenance Public Improvement District No. 1 (the “District”). In support of this Petition, the Owner presents the following:

I.

The District was created by Resolution No. 21-06 adopted by the Town Council of the Town on August 12, 2021. The property comprising the District (the “Property”) is more particularly described in **Exhibit A** and is depicted in **Exhibit B**, both of which are attached hereto and are incorporated by reference herein.

II.

The purpose of the District is to provide special supplemental services for improvement and promotion of the District which may include, but not be limited to: (1) payment of annual service costs related to the operation of the District exclusively consisting of: (a) the actual annual costs of third-party services relating to public safety, including police, emergency medical services, and fire services for the District, (b) the actual annual costs of maintenance of street and roadway improvements financed by assessments levied on property within the District, including from the proceeds of revenue bonds secured by assessments levied on property within the District, and (c) the actual annual road replacement fund costs based on a third-party engineer's opinion of the actual street and roadway replacement costs of street and roadway improvements financed by assessments levied on property within the District, including from the proceeds of revenue bonds secured by assessments levied on property within the District; (2) payment of expenses related to the establishment of the District, and (3) payment of expenses related to the collection of the annual assessments (the “Authorized Services”).

III.

The estimated total cost of the Authorized Services for the first year of the District’s operation will be a total of approximately \$200,000. The cost of the Authorized Services for subsequent years were to be determined in the annual update to the service plan approved by the Town each year in accordance with Section 372.013 of the Act.

IV.

As of the date of this Petition, none of the Authorized Services have been performed and the purposes for which the District was created have been frustrated.

V.

This Petition has been signed by (1) the owners of 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) record owners of 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.

RESPECTFULLY SUBMITTED, on this the _____, 20__

OWNER:

THE SANCTUARY TEXAS, LLC
a Texas limited liability corporation


By: 
Name: BRIAN J BANTA
Title: MANAGING MEMBER

EXHIBIT A
Metes and Bounds Description of the Property

LEGAL DESCRIPTION

TRACT 1

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

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

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

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

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

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

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

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

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

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

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

Continued on Sheet 2

TRACT 1: 63.397 ACRES

TRACT 2: 0.429 ACRE

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

Kimley»Horn

6160 Warren Parkway, Suite 210, Frisco, Texas 75034 FIRM # 10193822 Tel: No (972) 335-3580 Fax No (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
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EXHIBIT A
Metes and Bounds Description of the Property

Continued from Sheet 1

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

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

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

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

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

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

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

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

NOTES

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

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

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

Kimley»Horn					
<small>6160 Warren Parkway Suite 210 Frisco, Texas 75034 FIRM # 10193822 Tel No: (972) 335-3580 Fax No: (972) 335-3779</small>					
<small>Scale</small>	<small>Drawn by</small>	<small>Checked by</small>	<small>Date</small>	<small>Project No.</small>	<small>Sheet No.</small>
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EXHIBIT A
Metes and Bounds Description of the Property

TRACT 2

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

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

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

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

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

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

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

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

NOTES

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

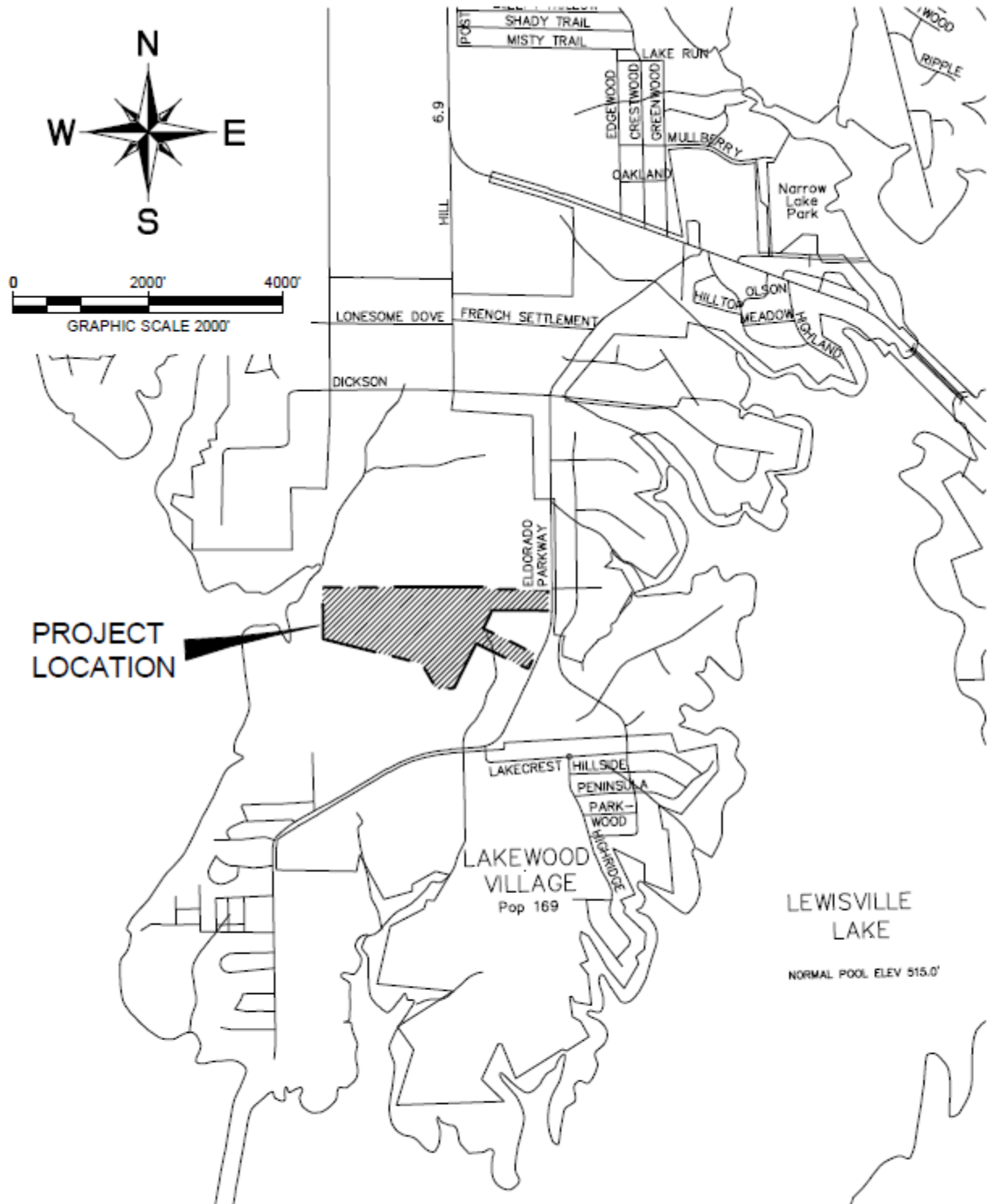
This exhibit is based upon recorded deeds and plat, and not based upon on-the-ground survey.

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

<h2 style="margin: 0;">Kimley»Horn</h2>					
5160 Warren Parkway Suite 210 Frisco, Texas 75034 FIRM # 10193822 Tel No (972) 335-3580 Fax No (972) 335-3779					
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
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EXHIBIT B
Depiction of the Property



The Sanctuary at Sunset Cove

Town of Lakewood Village, Texas
October 2020

Kimley»Horn

13455 Noel Road
Two Galleria Office Tower, Suite 700
Dallas, TX 75240
State of Texas Registration No. F-928

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is entered into by and between the **TOWN OF LAKEWOOD VILLAGE**, a Type-A municipality located in Denton County, Texas (the “Town”), and **THE SANCTUARY, LLC**, a Texas limited liability company (“Developer”), to be effective on the Effective Date.

SECTION 1 **RECITALS**

WHEREAS, certain terms used in these recitals are defined in Section 2; and

WHEREAS, Developer and the Town are sometimes collectively referenced in this Agreement as (the “Parties,”) or each individually as (“Party”); and

WHEREAS, Developer is expected to develop approximately 70 acres of real property located or to be located within the extraterritorial jurisdiction of the Town, described by metes and bounds in Exhibit A (the “Property”); and

WHEREAS, Developer desires to proceed with development of the Property, except the 6 Acre Portion (as defined herein), as generally illustrated on the Preliminary Plat in Exhibit B and, with respect to the 6 Acre Portion, the 6 Acre Portion Concept Plan in Exhibit D; and

WHEREAS, the Parties further intend that the Property be developed generally in accordance with this Agreement; and

WHEREAS, Developer plans to begin development of the Property upon the execution of this Agreement and creation of the PID by the Town for the reimbursement to Developer of certain costs of acquisition and construction of certain public improvements and certain other associated costs to benefit the Property; and

WHEREAS, Developer desires and intends to design, construct and install in accordance with the Town’s design regulations and/or make financial contributions to certain Authorized Improvements to serve the Development; and

WHEREAS, the Parties intend for the design, construction, and installation of the Authorized Improvements to occur and that Developer will dedicate (or otherwise provide for public use) the Authorized Improvements to the Town for use and maintenance, subject to approval of the plans and inspection and acceptance of the Authorized Improvements in accordance with the Town Regulations and, contingent upon the creation of the PID, the execution and delivery of a reimbursement agreement (or similar agreement) as described in Section 372.023, Texas Local Government Code for financing of such Authorized Improvements; and

WHEREAS, the Authorized Improvements are expected to be dedicated to and owned and maintained by the Town or dedicated for public use; and

WHEREAS, the Parties intend and desire for the Town to be the retail provider of water and sanitary sewer service to and for the Property; and

WHEREAS, in consideration of Developer's agreements contained herein and upon the creation of the PID, the Town shall exercise its powers under Chapter 372, Texas Local Government Code, to provide financing arrangements that will enable Developer to do the following in accordance with the procedures and requirements of the PID Act and this Agreement: (a) be reimbursed for all or a portion of the PID Projects using the PID Bond Proceeds; or (b) be reimbursed for all or a portion of the PID Projects, the source of which reimbursement will be installment payments from Assessments on the Property, provided that such reimbursements shall be subordinate to the payment of (x) PID Bonds, (y) Annual Collection Costs; and

WHEREAS, the Town, subject to the consent and approval of the Town Council, the satisfaction of all conditions for PID Bond issuance, Developer's compliance with this Agreement, and in accordance with the terms of this Agreement and all legal requirements, including but not limited to the Indenture, shall use good faith efforts to adopt a Service and Assessment Plan, adopt Assessment ordinances and issue PID Bonds to finance PID Projects and reimburse the Developer for certain associated costs; and

WHEREAS, to the extent funds must be advanced to pay for any costs associated with the creation of the PID, the issuance of PID Bonds, or the preparation of documentation related thereto, including any costs incurred by the Town and its consultants and advisors (excluding the fees associated with closing the PID Bonds and paid from PID Bond Proceeds) and the Developer is responsible for advancing such funds then the Developer shall have a right to reimbursement for the funds advanced from the PID Bond Proceeds or Assessment revenues, and the Town will not be responsible for such reimbursement or the payment of any such costs from any other sources of funds; and

WHEREAS, it is anticipated that the Town shall enter into one or more Public Services ILAs for the provision of Supplemental Services to the Property including police, fire, EMS and other services as required by the Town; and

WHEREAS, it is expected that the Town will form a separate public improvement district for the purpose, inter alia, of providing the Supplemental Services (the "O&M PID") and that assessments shall be levied within the O&M PID for the payment of the Supplemental Services and other maintenance purposes, if required by the Town (the "O&M Assessments"); and

WHEREAS, Developer understands and acknowledges that the obligations undertaken under this Agreement are primarily for the benefit of the Property; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

SECTION 2 **DEFINITIONS**

Certain terms used in this Agreement are defined in this Section 2. Other terms used in this Agreement are defined in the recitals or in other sections of this Agreement. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

6 Acre Portion means that approximately 6.0-acre portion of the Property identified on **Exhibit A-1**.

6 Acre Portion Development Standards means the design specifications and construction standards permitted or imposed by this Agreement on the 6 Acre Portion as outlined on **Exhibit C**.

Administrator means an employee, consultant, or designee of the Town who shall have the responsibilities provided in the Service and Assessment Plan, an Indenture, or any other agreement or document approved by the Town related to the duties and responsibilities for the administration of one or more PIDs.

Additional Property shall mean any property acquired by the Developer or an affiliate thereof and made subject to this Agreement pursuant to Section 7.9 hereof.

Annual Collection Costs shall include reasonable expenses incurred by the Town administration and operation of the PID.

Assessment(s) means the special assessments levied on the Property, under one or more Assessment Ordinances to reimburse Developer for all or a portion of the PID Projects benefitting the applicable phase(s) as set forth in the Service and Assessment Plan, as well as payment of Annual Collection Costs and repayment of the PID Bonds and the costs associated with the issuance of the PID Bonds. As used in this Agreement, Assessments excludes the O&M Assessments.

Assessment Ordinance means an ordinance approved by the Town Council under the PID Act establishing one or more Assessment(s).

Authorized Improvements means all on- and off-site public water, sewer, drainage, and roadway facilities, along with other public improvements as defined by Chapter 372, including but not limited to parks, trails, landscaping and right of way, to be constructed by Developer which benefit the Property and for which the Parties intend Developer will be fully or partially reimbursed pursuant to the terms of this Agreement.

Authorized Improvements Cost mean the actual costs of design, engineering, construction, acquisition, and inspection of the Authorized Improvements and all cost related in any manner to the Authorized Improvements.

Bond Ordinance means an ordinance adopted by the Town Council that authorizes and approves the issuance and sale of the PID Bonds.

Budgeted Cost means, with respect to any given Authorized Improvement, the estimated cost of the improvement.

Developer means The Sanctuary, LLC and its successors and assigns.

Developer Continuing Disclosure Agreement means any continuing disclosure agreement of Developer executed contemporaneously with the issuance and sale of PID Bonds.

Developer Contribution means that portion of the Public Improvement Project Costs that the Developer is contributing to initially fund the Public Improvements for each PID Phase, as determined pursuant to Section 3.04 and as may be reimbursed as set forth herein

Developer Improvement Account means the construction fund account created under the Indenture, funded by Developer, and used to pay for portions of the acquisition, design, and construction of the PID Projects.

Development means the development to be developed under the terms of this Agreement on the Property that is the subject of this Agreement.

Effective Date means the effective date of this Agreement, which with respect to any portion of the Property, shall be the date on which all of the following events have occurred: (i) the Developer has acquired the Property or such portion thereof; (ii) all parties have fully executed this Agreement; and (iii) such portion of the Property is within the Town's extraterritorial jurisdiction. whether before the execution of this Agreement or after this Agreement is executed

End User means any tenant, user, or owner of a Fully Developed and Improved Lot, but excluding the HOA.

Fully Developed and Improved Lot means any privately-owned lot in the Property, regardless of proposed use, intended to be served by the Authorized Improvements and for which a final plat has been recorded in the Real Property Records of Denton County.

HOA means the homeowners' association to be formed to cover the Property, and its successors and assigns.

Home Buyer Disclosure Program means the disclosure program, administered by the Administrator as set forth in a document in the form of **Exhibit E**, or another form agreed to by the Parties, that establishes a mechanism to disclose to each End User the terms and conditions under which their lot is burdened by the PID.

Improvement Account of the Project Fund ("IAPF") means the construction funds or accounts created under the applicable Indenture, funded by the PID Bond Proceeds, and used to pay or reimburse for certain portions of the construction or acquisition of the PID Projects.

Indenture means a trust indenture by and between the Town and a trustee bank under which PID Bonds are issued and funds are held and disbursed.

Indenture Accounts means the IAPF and Developer Improvement Account.

Little Elm means the Town of Little Elm, Texas.

Mayor means the Mayor of the Town of Lakewood Village.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

O&M Assessments shall have the meaning given to it in the recitals hereto.

O&M PID shall have the meaning given to it in the recitals hereto.

PID means any public improvement district contemplated by this Agreement to be created by the Town for the benefit of the Property pursuant to the PID Act, excluding the O&M PID.

PID Act means Chapter 372, Texas Local Government Code, as amended.

PID Bonds means one or more series of assessment revenue bonds, but not Refunding Bonds, issued by the Town pursuant to the PID Act to finance the PID Projects.

PID Bond Proceeds means the funds generated from the sale of the PID Bonds.

PID Documents means, collectively, the PID Resolution, the Service and Assessment Plan, and the Assessment Ordinance(s).

PID Projects means all Authorized Improvements allowable under the PID Act and benefitting and necessary to serve the Development and any acquisition of rights of way in connection with the Authorized Improvements for the PID, identified in the PID Documents.

PID Projects Cost means the actual cost of establishing the District, design, engineering, construction, acquisition, and/or inspection of the PID Projects, along with Annual Collection Costs associated with the PID.

PID Resolution means the resolution and improvement order adopted by the Council creating the PID pursuant to Section 372.010 of the PID Act and approving the advisability of the Authorized Improvements.

Preliminary Plat means the intended plan for the development of the Property (excluding the 6 Acre Portion) as depicted on **Exhibit B**.

Public Infrastructure means all water, wastewater/sewer, drainage, roadway (including right of way) and other infrastructure necessary to serve the full development of the Property and/or to be constructed and dedicated to the Town or for public use, as applicable, under this Agreement. The term includes the PID Projects.

Public Services ILAs means future Agreements to be entered into by and between the Town and Little Elm for the provision of Fire, Police, and EMS services to be paid by the O&M PID.

Real Property Records of Denton County means the official land recordings of the Denton County Clerk's Office.

Refunding Bonds means bonds issued pursuant to Section 372.027, Texas Local Government Code.

Service and Assessment Plan (“SAP”) means the Service and Assessment Plan for the PID, to be adopted and amended by the Town Council pursuant to the PID Act for the purpose of assessing allocated costs against portions of the Property located within the boundaries of the PID having terms, provisions, and findings approved by the Town, as required by this Agreement.

Service and Assessment Plan Consultant (“SAP Consultant”) means the consultant selected through mutual agreement by the Parties to assist in the preparation of the SAP.

Supplemental Services means fire, EMS, and police services to be provided or caused to be provided by the Town, and roadway maintenance replacement and repair costs, and any such service allowed under the PID petition and Chapter 372.

Town Code means the Code of Ordinances, Town of Lakewood Village, Texas.

Town Council means the governing body of the Town.

Town Regulations means the Town’s applicable development regulations in effect on the Effective Date, including without limitation Town Code provisions, ordinances, design standards, and other policies duly adopted by the Town.

SECTION 3 **PUBLIC IMPROVEMENT DISTRICTS**

3.1 Creation of PID and Levy of Assessments. The Town shall use good faith efforts to initiate and approve all necessary documents and ordinances, including without limitation the PID Documents and Public Services ILAs, required to effectuate this Agreement, to create the PID, and to levy the Assessments. Subject to the terms of this Agreement and at the Town’s discretion, the Assessments shall be levied: (i) against the applicable phase(s) benefitted by the applicable portion of the PID Projects for which the applicable series of the PID Bonds are issued, and (ii) prior to the sale of any lot to an End User. The Town shall select a mutually agreeable SAP Consultant and the Town will approve the SAP, which shall include the PID Projects and provide for the levy of the Assessments on the Property. Promptly following preparation and approval of a preliminary SAP acceptable to the Parties and subject to the Town Council making findings that the PID Projects confer a special benefit on the Property, the Town Council shall consider an Assessment Ordinance

3.2 Acceptance of Assessments and Recordation of Covenants Running with the Land. Following the levy of the Assessments applicable to a particular phase of the Development, the Developer shall (i) approve and accept, or cause to be approved and accepted, in writing the levy of the Assessment(s) on the Property and (ii) shall approve and accept in writing the Home Buyer Disclosure Program related to such phase, and shall cause covenants to be recorded against the portion of the Property within the applicable phase of the Development running with the land that will bind any and all current and successor developers and owners of all or any part of the portion of the Property within the applicable phase of the Development to: (i) pay the Assessments, with applicable interest and penalties thereon, as and when due and payable under the terms of the SAP and Indenture in the event PID Bonds are sold and that the purchasers of such land take their title subject to and expressly assume the terms and provisions of such assessments and the liens created thereby; and (ii) comply with the Home Buyer Disclosure Program.

3.3 O&M PID; O&M Assessments. The Town shall use good faith efforts to initiate and approve all necessary documents and ordinances, required to create the O&M PID, and to levy the O&M Assessments.

SECTION 4 **PID BONDS**

4.1 PID Bond Issuance. Subject to the satisfaction of conditions set forth in this Section, the Town may issue PID Bonds solely for the purposes of acquiring and/or constructing or any other purposes authorized by the PID Act. The Developer may request issuance of PID Bonds to be issued for each phase by filing with the Town a list of the items to be funded with the PID Bonds and the estimated costs of such. The Developer acknowledges that the Town may require at that time a professional services agreement that obligates Developer to fund the costs of the Town's professionals relating to the preparation for and issuance of PID Bonds, which amount shall be agreed to by the Parties and considered a cost payable from such PID Bond Proceeds. The issuance of each series of PID Bonds is subject to the following conditions:

(a) the adoption or amendment of the Service and Assessment Plan, an Assessment Roll, and an Assessment Ordinance levying Assessments on all or any portion of the Property benefitted by such Authorized Improvements included in such amounts sufficient to pay all costs related to such PID Bonds;

(b) the PID Bond Proceeds from each series of PID Bonds shall be in an amount estimated to be sufficient, when combined with the Developer's Contributions, to fund the Public Improvements, of which the Authorized Improvements are a part and for which such PID Bonds are being issued;

(c) delivery by Developer to the Town of a certification or other evidence from an independent appraiser or other professional reasonably acceptable to the Town confirming that the special benefits conferred on the properties being assessed for the Authorized Improvements;

(d) approval by the Texas Attorney General of the PID Bonds and registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas;

(e) Developer is current on all taxes, assessments, fees and obligations to the Town, including without limitation payment of Assessments;

(f) Developer is not in default under this Agreement, a PID Reimbursement Agreement, any Developer Continuing Disclosure Agreement, a Landowner Agreement or any other agreement with the Town related to the PID;

(g) no outstanding PID Bonds are in default and no reserve funds have been drawn upon that have not been replenished;

(h) review and approval by the Town of the preliminary plats and construction plans for the Public Improvements for which the respective series of PID Bonds are being issued to fund;

(i) the Administrator has certified that the specified portions of the costs to be paid from PID Bond Proceeds are eligible to be paid therewith;

(j) the Public Improvements to be financed by the PID Bonds have been or will be constructed according to the approved design specifications and construction standards imposed by this Agreement and any Town Regulations not in conflict with this Agreement, as confirmed by the Town's consulting engineer;

(k) the Town's engineer determines that the Engineer's Report assumptions and details are reasonable;

(l) the Town has determined that there will be no negative impact on the Town's creditworthiness, bond rating, access to or cost of capital and that the PID Bonds are structured and marketed appropriately, meet all regulatory and legal requirements and are marketable under financially reasonable terms and conditions;

(m) the Town has determined that the amount of proposed Assessments and the structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the Authorized Improvements to be financed and the degree of development activity within the PID, and that there is sufficient security for the PID Bonds to be creditworthy;

(n) the maximum maturity for any sales of PID Bonds shall not exceed 30 years from the date of delivery thereof and Assessments shall not be levied for any period exceeding 40 years from the Effective Date of this Agreement;

(o) the final maturity for any PID Bonds shall be not later than 40 years from the date of this Agreement;

(p) the aggregate principal amount of all series of PID Bonds issued and to be issued shall not exceed \$_____ not including refunding bonds;

(q) The Town will not levy Assessments for the respective construction phases until the Developer has submitted to the Town preliminary plat and construction plans for the Authorized Improvements to be financed by the PID Bonds or Assessments, approved by the Town Engineer;

(r) The projected annual assessment levy will not exceed an equivalent tax rate of \$1.00 per \$100 of projected taxable assessed valuation in any year after full build out of a parcel or the Property, as applicable, as described below. This restriction shall apply on an aggregate basis for the Property and on an individual assessed parcel basis. The "aggregate projected annual assessment installment payments" are the aggregate amount of payments necessary to meet (A) the annual debt service requirements of the series of PID Bonds to be issued and of all of the PID Bonds and other obligations payable out of Assessments previously issued or executed and outstanding by the Town for the Property, and (B) the projected annual debt service requirements of all PID Bonds or other obligations payable out of Assessments that are projected to be issued or executed by the Town for the Property, in order to fund all remaining Authorized Improvements necessary for the full planned build out of the Property. The "projected taxable assessed valuation" is the estimated taxable assessed valuation of the Property assessed or to be assessed within the Town assuming (A) the full planned build out of the Property, and (B) no growth in the taxable assessed value for any parcel (after build out of the parcel) in any year. The projected taxable assessed valuation shall be determined for a given portion of the Property by the Town prior to the date of the issuance of the first series of PID Bonds for that portion of the Property by the Town;

(s) unless otherwise agreed to by the Town, the value to lien ratio shall not be less than 3:1 when comparing the appraised value of the portion of the Property in the applicable phase to the par amount of PID Bonds issued with respect to such phase, which value shall be confirmed by appraisal from licensed MAI appraiser based on the assumption that development of the applicable portion of the Property only includes (A) the Public Improvements in place, which include the Authorized Improvements to be constructed with the PID Bond Proceeds deposited with trustee into the IAPF, and (B) finished lots (without vertical construction) for a phased improvement area;

(t) the PID Bonds may, but shall not be obligated to, include up to 2 years capitalized interest for any issuance of PID Bonds;

(u) the PID Bonds shall be offered and sold and may be transferred or assigned only (A) upon compliance with applicable securities laws; and (B) unless otherwise agreed to by the Town, (i) to qualified institutional buyers, investors or accredited investors as such buyers/investors are defined in compliance with applicable securities laws, and (ii) in minimum denominations of \$100,000 or integral multiples of \$5,000 in excess thereof;

(v) no information regarding the Town, including without limitation financial information, shall be included in any offering document relating to PID Bonds without the consent of the Town;

(w) simultaneous with closing the PID Bonds, Developer shall provide evidence of financial security and a Construction Completion Agreement as required by the Town's Underwriter of the PID Bonds and the Town's Financial Advisor sufficient to fund the Public Improvements to the extent that the Public Improvements have not already been completed and paid for by Developer or otherwise to the extent that the PID Bonds are insufficient to fund such Authorized Improvements; and

(x) Developer agrees to provide periodic information and notices of certain events regarding Developer and Developer's development of the Property within the PID in accordance with Securities and Exchange Commission Rule 15c2-12 and any Developer Continuing Disclosure Agreement.

4.2 Bank Qualifications Limit. If (1) the Anticipated Aggregate Bond Total in any calendar year exceeds the limit set forth in 26 U.S.C. §265(b)(3)(D) on the amount of qualified tax-exempt obligations that may be designated during a calendar year (which amount is \$10 million per calendar year as of the Effective Date and hereafter referred to as the "Bank Qualifications Limit"); and (2) Town's portion of the Anticipated Aggregate Bond Total does not exceed the Bank Qualification Limits, then Developer shall pay to Town a fee (the "Bond Fee") to compensate Town for the savings in interest and, if applicable, cost of issuance, Town would have realized had Town been able to designate Town's debt issuance as a qualified tax-exempt obligation pursuant to 26 U.S.C. §265. Town's financial advisor shall calculate the Bond Fee based on the planned debt issuances for Town in the calendar year in which each series of Bonds are issued and shall notify Developer of the total amount due prior to the issuance of the applicable series of Bonds. Developer agrees to pay the Bond Fee to Town not later than thirty (30) days after receiving notice from Town of the amount of Bond Fee due. Town may commingle the Bond Fee

funds with Town's other funds in Town's accounts provided such funds are separately accounted for on Town's financial books. If Town fails to issue during a calendar year any or all of the portion of debt for which Developer has paid a Bond Fee, then Town shall refund to Developer the Bond Fee portion of the Bond Fee attributable to the debt that was not issued by Town during that calendar year not later than January 31st of the following calendar year or, at the option of, and upon receipt of notice from, Developer, retain and credit such funds to the amount of the Bond Fee, if any, due for the following calendar year. If at the time of Town's notice to Developer requesting payment of the Bond Fee there are additional bonds to be issued by Town in the same calendar year that will be issued to accommodate other Issuing Entities, the Bond Fee shall be shared by all other Issuing Entities (other than Town) in a pro-rata amount based upon the estimated par amounts of each series of bonds issued for the benefit of each Issuing Entity, as determined by Town and its financial advisor.

4.3 Disclosure Information. Prior to the issuance of PID Bonds by the Town, Developer agrees to provide all relevant information, including financial information that is reasonably necessary in order to provide potential bond investors with a true and accurate offering document for any PID Bonds. Developer agrees, represents, and warrants that any information provided by Developer for inclusion in a disclosure document for an issue of PID Bonds will not contain any untrue statement of a material fact or omit any statement of material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, and Developer further agrees that it will provide a certification to such effect as of the date of the closing of any PID Bonds.

4.4 Developer Completion Source. At or prior to closing on any series of PID Bonds intended to fund construction of Authorized Improvements that have not already been constructed by the Developer, Developer shall furnish suitable assurances of sources of funding acceptable to the Town. If the Public Improvements within the applicable phase(s) of the Property have already been constructed and the applicable series of PID Bonds is intended to acquire the Authorized Improvements for that phase have already been constructed, then Developer shall not be required to furnish suitable assurances of sources of funding as provided in this paragraph.

4.5 Developer Contribution. At closing on any series of PID Bonds intended to fund construction of Public Improvements, if the PID Bond Proceeds are not sufficient to pay the estimated Public Improvement Project Costs for the PID Zone to which such PID Bond Proceeds relate, the Developer shall be required to provide the following with respect to the difference between the estimated Public Improvement Project Costs for each PID Zone and the amount of PID Bond Proceeds available for such PID Zone and minus any approved Developer expenditures for Public Improvement Project Costs for such PID Zone as confirmed and approved by the Town or its PID administrator (the "Deficit") as illustrated below:

Total Amount of estimated Public Improvement Project Costs of the PID Zone being financed by Bond Proceeds

- PID Bond Proceeds deposited to Project Fund
- Actual Costs for the PID Zone
- = Total amount of Deficit

(a) Evidence by one or more of the following for the remainder of the Deficit:

(i) a deposit of cash in the amount of Deficit to a designated account under the applicable Indenture from which funds may be drawn to pay the Public Improvement Project Costs for such Zone; or

(ii) satisfactory evidence to the Town that Developer has sufficient available funds to finance as the Developer Contribution for the Public Improvement Project Costs not to be financed by applicable series of PID Bond Proceeds. Such satisfactory evidence may consist of:

A. A closed loan with a bank or financial institution, acceptable to the Town. A representative for the Town shall have access to such loan documentation for review.

B. A letter of credit with a financial institution, rated A+/A1 or higher, acceptable to the Town. A representative for the Town shall have access to such letter of credit documentation for review.

C. Other evidence that the Town finds acceptable, in its sole discretion after review.

D. A Developer Completion Agreement.

4.6 Tax Certificate. If, in connection with the issuance of the PID Bonds, the Town is required to deliver a certificate as to tax exemption (a "Tax Certificate") to satisfy requirements of the Internal Revenue Code of 1986, Developer agrees to provide, or cause to be provided, such facts and estimates as the Town reasonably considers necessary to enable it to execute and deliver its Tax Certificate. Developer represents that such facts and estimates will be based on its reasonable expectations as of the date of issuance of the PID Bonds and will be, to the best of the knowledge of the officers of Developer providing such facts and estimates, true, correct and complete as of such date. To the extent that it exercises control or direction over the use or investment of the PID Bond Proceeds, including, but not limited to, the use of the Authorized Improvements, Developer further agrees that it will not knowingly make, or permit to be made, any use or investment of such funds that would cause any of the covenants or agreements of the Town contained in a Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

4.67 Agricultural Exemption. The Town acknowledges that some or all of the Property may now have and/or may in the future have an agricultural, open-space, timber, or wildlife management use tax classification ("Agricultural Exemption"). The Parties will execute an Agreement Regarding Conveyance of Right of Redemption and Waiver of Agricultural Valuation ("Agricultural Exemption Waiver Agreement") substantially in the form attached hereto as Exhibit "F". The Agricultural Exemption Waiver Agreement will determine the timing for the removal of the Agricultural Exemption.

4.8 Legislative Discretion. The Town shall use its best efforts to initiate and approve all necessary documents and ordinances required to effectuate this Agreement including, but not limited to, the creation of the PID, the levying of Assessments and the issuance of PID Bonds. Nothing contained in this Agreement, however, shall be construed as creating a contractual obligation that controls, waives, or supplants the Town Council's legislative discretion.

SECTION 5

AUTHORIZED IMPROVEMENTS

5.1 Construction, Ownership, and Transfer of Authorized Improvements.

(a) Developer's General Obligations. Developer is responsible for design, installation, and construction of all Authorized Improvements necessary to serve the Property; provided that with respect to road improvements, a southbound deceleration lane providing access to the Property shall be the only improvement required to Eldorado Parkway. The Authorized Improvements shall be designed, constructed and accepted in accordance with the Town Regulations. Subject to the Town's obligations under Section 7.12 hereof, the Developer shall be responsible for the acquisition of any easements and other property acquisitions necessary for the Authorized Improvements and for all development upon and within the Development and the Property.

(b) Construction Standards, Inspections and Fees. The Authorized Improvements and all other Public Infrastructure required for the development of the Property shall be constructed and inspected, in accordance with this Agreement and the Town Regulations, and to the extent applicable, and any other governing body or entity with jurisdiction over the Authorized Improvements.

(c) Ownership. Any of the Authorized Improvements and Public Infrastructure to be conveyed to the Town shall be owned by the Town upon acceptance of them by the Town. Developer agrees to take any action reasonably required by the Town, to transfer, convey, or otherwise dedicate or ensure the dedication of land, right-of-way, or easements for any such Authorized Improvements and Public Infrastructure to the Town and the public.

5.2 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the Public Infrastructure or any portion thereof, the Town shall maintain and operate the Public Infrastructure.

(b) The HOA shall maintain and operate all development signage, open space, screening, and any other common improvements or appurtenances within the Property that are owned by the Developer, its successors or assigns, or the HOA, its successors or assigns, and that are not maintained or operated by the Town.

5.3 Authorized Improvements Costs. The Authorized Improvements and Authorized Improvements Cost are subject to change and shall be updated by the Town consistent with the Service and Assessment Plan and the PID Act. All approved final plats within the Development shall include those Authorized Improvements located therein and the respective Authorized Improvements Cost shall be finalized at the time the final plat is approved by the Town Council, and shall be a condition of plat approval. The Developer shall include any updated Budgeted Cost(s) with each final plat application which shall be submitted to the Town for consideration and approval concurrently with the submission of each final plat. The Budgeted Costs, Authorized Improvements Cost, and the timetable for installation of the Authorized Improvements will be reviewed annually by the Parties in an annual update of the Service and Assessment Plan adopted and approved by the Town.

SECTION 6

PAYMENT AND REIMBURSEMENT OF AUTHORIZED IMPROVEMENTS

6.1 Reimbursement for PID Projects. The Parties understand that PID Bond Proceeds and/or the proceeds from PID Assessments will be used to reimburse Developer for PID Projects Cost related to the PID Projects and, in the event PID Bond Proceeds and/or proceeds from PID Assessments are not available at the time that all or a portion of the PID Projects are substantially complete and the Town is ready to accept said PID Projects or portion thereof, PID Bond Proceeds and/or proceeds from PID Assessments, once available, will be used to reimburse Developer for said PID Projects Cost following acceptance by the Town.

6.2 PID Projects.

(a) Improvement Account of the Project Fund. The IAPF and the Developer Improvement Account shall be administered and controlled by the Town, or the trustee bank for the PID Bonds, and funds in the IAPF and the Developer Improvement Account shall be deposited and disbursed in accordance with the terms of the Indenture.

(b) Timing of Expenditures and Reimbursements. The Parties intend that Developer will undertake construction of the PID Projects in accordance with this Agreement, the SAP, or otherwise in conjunction with the construction of the applicable phases of the Development prior to seeking reimbursement from the Indenture Accounts. Although the terms by which Developer will be entitled to reimbursement from the IAPF and release of funds from the Developer Improvement Account shall be detailed in one or more reimbursement agreements (or similar agreements) as described in Section 372.023, Texas Local Government Code, Developer will generally be entitled to the maximum available funds within the Indenture Accounts up to the PID Projects Cost following the Town's acceptance of the PID Projects.

(c) Cost Overrun. Should the PID Projects Cost exceed the maximum PID Bond Proceeds deposited in the IAPF (“Cost Overrun”), the Developer shall be solely responsible to fund such part of the Cost Overrun, subject to the cost-underrun in subsection (d) below.

(d) Cost Underrun. Following the final acceptance by Town of an Authorized Improvement and payment of all outstanding invoices for such Authorized Improvement, and only if the Authorized Improvement Cost is less than the Budgeted Costs (a “Cost Underrun”), any remaining funds in the Improvement Account of the Project Fund applicable to such Authorized Improvement will be available to pay Cost Overruns on any other Authorized Improvement. The Town shall promptly confirm to the Trustee that such remaining amounts are available to pay such Cost Overruns, and the Town, with input from the Developer, will decide how to use such moneys to secure the payment and performance of the work for other Authorized Improvements, if available. If a Cost Underrun exists after payment of all costs for all Authorized Improvements contemplated in the applicable Indenture, the amount shall be remitted to the Town and shall be first used by the Town for the purpose of paying or retiring the PID Bonds and then for any other use as permitted by law.

(e) Reimbursement of PID Projects Cost. The Town agrees to reimburse the applicable Owner for the Authorized Improvement Costs which may be reimbursed under the PID Act from the proceeds of PID Projects or revenues from Assessments as provided herein. The Town and Developer shall, prior to or substantially contemporaneous with the initial levy of assessments on a phase(s) of the Property, enter into a reimbursement agreement (or similar agreement) as described in Section 372.023, Texas Local Government Code to provide for reimbursement to Developer for PID Projects Cost for such phase(s) from the PID Bond Proceeds issued for such phase(s) or Assessments levied on such phase(s). Failure to enter into a reimbursement agreement (or similar agreement) as described in Section 372.023, Texas Local Government Code does not absolve the Town of reimbursement to Developer of PID Project Costs. To the extent funds must be advanced to pay for any costs associated with the creation of the PID, the issuance of PID Bonds, or the preparation of documentation related thereto, including any costs incurred by the Town and its consultants and advisors (excluding the fees associated with closing the PID Bonds and paid from PID Bond Proceeds), Developer shall be responsible for advancing such funds and shall have a right to reimbursement for the funds advanced from the PID Bond Proceeds or Assessment revenues, and the Town will not be responsible for such reimbursement or the payment of any such costs from any other sources of funds.

SECTION 7

ADDITIONAL OBLIGATIONS AND AGREEMENTS

7.1 Development Fees. Building Permit Fees related to buildings or dwellings on the Property shall be charged at a cost of \$1.00 per air-conditioned square foot of the building or dwelling, with a maximum payment of \$2,500. Additionally, the Town and the Developer intend to enter into an agreement with future builders in the Development related to reduced building and inspection fees, which fees will be payable as provided in such agreement. Tap fees will be collected related to development on the Property, however, there will be no additional fees or impact fees.

7.2 Platting. The Town will administer all platting activity on the Property in accordance with the Town's Subdivision Ordinance, Ordinance 20-05, as such platting provisions apply to final plats submitted in the Town's ETJ. The Developer has submitted the Preliminary Plat as depicted on **Exhibit B** hereto, and the Developer may modify such Preliminary Plat to the extent such changes are generally consistent with the development depicted thereon, or may submit an amendment to the Town for consideration and further, may add the 6 Acre Portion to such Preliminary Plan. The Town agrees that the expiration date of the Preliminary Plat is hereby extended to November 14, 2023.

7.3 Public Services ILAs. With the approval of this Agreement, the Town will work with Little Elm to finalize by Little Elm and the Town on or before December 31, 2021 Public Services ILAs to be funded by the O&M PID as Supplemental Services. The Supplemental Services will not be paid from the Town's general fund. Budgets for the Supplemental Services will be prepared by the party(ies) providing the Supplemental Services to the Property and provided to the Administrator, who will prepare a service and assessment plan and annual updates thereto relating to the O&M PID for the Town's approval.

7.4 PID Fee. Developer will make a total of \$1,300,000 in payments to the Town as the Town's PID Fee. Such PID Fee shall be payable as follows: \$300,000 shall be payable at the closing of the first issuance of PID Bonds and the balance of such fee shall be payable, on a pro rata basis upon the issuance of each building permit on the Property. Upon the issuance of each building permit on the Property, the pro rata portion of the PID Fee payable shall be equal to (\$1,000,000/the total number of lots shown in the final plat for the Property).

7.5 Retail Water and Sewer Service; Off-site Water and Wastewater Improvements. The Town shall be the sole provider of retail water and sewer service to the Property. The Developer acknowledges that certain off-site improvements are required to be constructed to connect the Property to the Town's water and wastewater systems (the "Off-Site Improvements"). The Developer and the Town shall share in the cost of the Off-Site Improvements, and to the extent practicable, the Off-Site Improvements shall be considered PID Projects, and any costs of such Off-Site Improvements borne by the Developer shall be reimbursable through the PID to the extent allowable under the PID Act. The Parties acknowledge that the Town (and not the Developer) will pay for oversized Off-Site Improvements. To the extent the any portion of the Off-Site Improvements are funded by the developer and not reimbursed as PID Projects, the unreimbursed portion will be unfed by discounting the PID Fee otherwise payable to the Town by an amount equal to the unreimbursed costs of the Off-Site Improvements.

7.6 Acquisition of Right of Way. To the extent necessary to facilitate the development of the Property or the Authorized Improvements, the Town agrees to acquire right of way from the Developer and such acquisition shall be a PID Project to the extent allowable under the PID Act.

7.7 ETJ Development and 6 Acre Portion Development Standards. The Property shall be developed in and remain in the extraterritorial jurisdiction of the Town. The Developer agrees to develop the Property as contemplated by this Agreement, and, with respect to the 6 Acre Portion, consistent with the 6 Acre Portion Development Standards attached hereto as **Exhibit C** and the 6 Acre Portion Concept Plan attached hereto as **Exhibit D**.

7.8 Applicability of Subdivision Ordinance. The Developer agrees that the Town's Subdivision Ordinance shall apply to the Property except to the extent modified elsewhere herein and as follows:

- (a) Front facing garages shall be permitted on the Property.
- (b) No parkland dedication shall be required with respect to development of the Property.
- (c) No Traffic Impact Analysis, stormwater management plan, or drainage study shall be required related to the development of the Property.
- (d) Completion of any landscaping, screening, and other hardscape elements shall not be required for acceptance of the project or acceptance of a final plat, or for the submission of building permits. Landscaping plans may be submitted and landscaping projects may be permitted separately from any Public Infrastructure. Construction of the Public Infrastructure may start before the approval of any landscaping plans.
- (e) Easements need not be obtained for any Off-Site Improvements or other off-site infrastructure prior to a pre-construction meeting for construction of any on-site Public Infrastructure or Authorized Improvements.
- (f) To the extent any drainage improvements are installed as Public Infrastructure or Authorized Improvements and such drainage improvements directly discharge into Lake Lewisville, no additional drainage detention improvements shall be required with respect to such drainage improvements.
- (g) No tree mitigation shall be required with respect to the development of the Property.
- (h) The Developer may form an HOA for the Property.

7.9 Applicability to 6 Acre Portion; Addition of Additional Property.

(a) Notwithstanding anything contained herein, this Agreement shall not be effective as to the 6 Acre Portion of the Property described on **Exhibit A-1** until (i) the inclusion of the 6-Acre Portion in the Town's ETJ and (ii) a recordation of the termination of the Development Agreement between the Developer and Little Elm, dated as of October 6, 2020 relating to such 6 Acre Portion in the Denton County Property Records ((i) and (ii) together, the "Conditions Precedent"). At such time as the Conditions Precedent have occurred, this Agreement shall be effective as to the 6 Acre Portion without any action required of either Party. Either Party may record a memorandum in the real property records of Denton County, Texas declaring the 6 Acre Portion to be part of the Property governed by this Agreement upon the inclusion of the 6 Acre Portion in the Town's ETJ.

(b) To the extent the Developer, or its successors or assigns (including any affiliated entities of the Developer), acquire additional property in the corporate limits or the extraterritorial jurisdiction of the Town, or the Developer, or its successors or assigns (including any affiliated entities of the Developer), acquire additional property as described in Exhibit A ("Additional Property"), such party may request that the Town Council allow such Additional Property to be subject to and developed in accordance with the specifications of this Agreement upon the execution of an amendment to this Agreement. If the Additional Property added is not contiguous to the boundaries of any existing PID, the Town Council agrees to consider the creation

of a separate PID over the Additional Property not contiguous to the boundaries of any existing PID.

7.10 Conflicts. In the event of any direct conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline, or other Town adopted or Town enforced requirement, whether existing on the Effective Date or thereafter adopted, this Agreement, including its exhibits, as applicable, shall control.

7.11 INDEMNIFICATION and HOLD HARMLESS. THE DEVELOPER, INCLUDING ITS SUCCESSORS AND ASSIGNS, HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE TOWN AND ITS OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST THE TOWN OR ANY OF THE RELEASED PARTIES, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE DEVELOPER, INCLUDING THE NEGLIGENCE OF ITS RESPECTIVE EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND/OR AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY AUTHORIZED IMPROVEMENTS, STRUCTURES, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT; **AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE TOWN'S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS SECTION. THE DEVELOPER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE TOWN AGAINST CLAIMS CAUSED BY THE TOWN'S SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.** THE DEVELOPER, INCLUDING ITS SUCCESSORS AND ASSIGNS, FURTHER COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE TOWN AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY PRIOR TO THE EFFECTIVE DATE WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE TOWN'S RELIANCE UPON THE DEVELOPER'S REPRESENTATIONS IN THIS AGREEMENT; (2) THIS AGREEMENT OR OWNERSHIP OF THE PROPERTY; OR (3) THE TOWN'S APPROVAL OF ANY TYPE OF DEVELOPMENT APPLICATION OR SUBMISSION WITH RESPECT TO THE PROPERTY.

7.12 Status of Parties. At no time shall the Town have any control over or charge of Developer's design, construction or installation of any of the Authorized Improvement, nor the means, methods, techniques, sequences or procedures utilized for said design, construction or installation. This Agreement does not create a joint enterprise or venture or employment relationship between the Town and Developer.

7.13 Eminent Domain. Notwithstanding any other provision of this Agreement, Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way,

consents, or easements, if any, required for the Public Infrastructure. If, however, Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of the date of the first offer letter on each respective parcel the Town agrees to take reasonable steps to secure same (subject to Town Council authorization after a finding of public necessity) through the use of the Town's power of eminent domain. Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") actually incurred by the Town in the exercise of its eminent domain powers and shall escrow with a mutually agreed upon escrow agent the Town's reasonably estimated Eminent Domain Fees both in advance of the initiation of each eminent domain proceeding and as funds are needed by the Town. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the Town will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the Town's Eminent Domain Fees and easement offer price exceed the amount of funds escrowed in accordance with this paragraph, Developer shall deposit additional funds as requested by the Town into the escrow account within ten (10) days after written notice from the Town. Any unused escrow funds will be refunded to Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this section is intended to constitute a delegation of the police powers or governmental authority of the Town, and the Town reserves the right, at all times, to control its proceedings in eminent domain.

7.14 Vested Rights. This Agreement shall constitute a "permit" (as defined in Chapters 212 and 245, Texas Local Government Code) that is deemed filed with the Town on the Effective Date.

7.15 Waiver of Taking Claim. DEVELOPER WAIVES ALL CLAIMS THAT ANY OBLIGATION INCURRED BY DEVELOPER SET OUT IN THIS AGREEMENT CONSTITUTES A "TAKING", AN ILLEGAL EXACTION OR INVERSE CONDEMNATION OF ALL OR ANY PORTION OF THE PROPERTY. THE TOWN SHALL NOT BE REQUIRED TO DETERMINE ROUGH PROPORTIONALITY OR NECESSITY AS PROVIDED FOR IN SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE FOR ANY DEDICATIONS OR IMPROVEMENTS REQUIRED UNDER THIS AGREEMENT, AS SUBMITTED AS SUBSEQUENTLY AMENDED BY DEVELOPER, OR OTHERWISE PROPOSED BY DEVELOPER. THIS AGREEMENT SATISFIES THE TOWN'S OBLIGATION UNDER SECTION 43.016 OF THE TEXAS LOCAL GOVERNMENT CODE AS RELATES TO ALL OR ANY PORTION OF THE PROPERTY.

7.16 Determination of Rough Proportionality. Assuming no defaults under this agreement, the Developer hereby agrees and acknowledges, without waiving claims related solely to exactions not contemplated by this agreement, that: (a) any public infrastructure that it conveys to the Town or acquires for the Town pursuant to this Agreement is roughly proportional to the benefit received by the owner for such public infrastructure, 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 Town relative to said conveyance is related both in nature and extent to the impact of the development of the property on the Town's infrastructure.

SECTION 8

EVENTS OF DEFAULT; REMEDIES

8.1 Events of Default. 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 thirty (30) days (or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform) 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. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty (20) business days after it is due.

8.2 Remedies. As compensation for the other party's default, an aggrieved Party is limited to seeking, as its sole and exclusive remedy, specific performance of the other party's obligations under this Agreement. However, the Parties agree that Developer will not be required to specifically perform under this Agreement in the event that Developer satisfies all of its obligations under Section 4.1 and the Town does not issue PID Bonds within nine (9) months of the Developer's request for the issuance of PID Bonds.

SECTION 9

ASSIGNMENT; ENCUMBRANCE

9.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The obligations, requirements, or covenants to develop the Property subject to this Agreement shall be freely assignable, in whole or in part, with written notice to, without the prior written consent of the Town. An assignee shall be considered a "Party" for the purposes of this Agreement. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. 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. Developer shall maintain written records of all assignments made by Developer to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property. Any receivables due under this Agreement, any construction funding agreement, or any a reimbursement agreement (or similar agreement) as described in Section 372.023, Texas Local Government Code may be assigned by Developer without the consent of, but upon written notice to the Town pursuant to the terms hereof.

9.2 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance herewith shall be considered a "Party" for the purposes of this Agreement. With the exception of: (a) the Town, (b) an End

User, (c) a purchaser of a Fully Developed and Improved Lot, any person or entity upon becoming an owner of land within the PID or upon obtaining an ownership interest in any part of the Property shall be deemed to be a “Developer” and have all of the rights and obligations of Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

9.3 Third Party Beneficiaries. Except as otherwise provided herein, this Agreement inures to the benefit of, and may only be enforced by, the Parties and their permitted assigns. 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.

9.4 Notice of Assignment. Subject to Section 9.2 of this Agreement, the following requirements shall apply in the event that Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement: (i) Developer must provide written notice to the Town to the extent required under Section 9.1 at least fifteen (15) business days in advance of any such sale, assignment, transfer, or other conveyance; (ii) said notice must describe the extent to which any rights or benefits under this Agreement will be sold, assigned, transferred, or otherwise conveyed; (iii) said notice must state the name, mailing address, telephone contact information, and, if known, email address, of the person(s) that will acquire any rights or benefits as a result of any such sale, assignment, transfer or other conveyance; and (iv) said notice must be signed by a duly authorized person representing Developer and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment, transfer or other conveyance.

SECTION 10 **RECORDATION AND ESTOPPEL CERTIFICATES**

10.1 Binding Obligations. This Agreement and all amendments thereto and assignments hereof shall be recorded in the Real Property Records of Denton County. This Agreement binds and constitutes a covenant running with the Property and, upon the Effective Date, is binding upon Developer and the Town, and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property.

10.2 Estoppel Certificates. From time to time, upon written request of Developer or any future owner, the Mayor, or his/her designee will, in his/her official capacity and to his/her reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of an owner under this Agreement that are in default or making an affirmative statement that the Developer is not in default under this Agreement.

SECTION 11 **GENERAL PROVISIONS**

11.1 Term. The term of this Agreement shall be forty (40) years after the Effective Date unless extended by mutual written agreement of the Parties. Upon expiration of the Term, the Town shall have no obligations under this Agreement with the exception of maintaining and operating the PID in accordance with the SAP and the Indenture.

be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

11.3 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

11.4 Acknowledgments. In negotiating and entering into this Agreement, the Parties respectively acknowledge and understand that:

(a) Developer's obligations hereunder are primarily for the benefit of the Property;

(b) the improvements to be constructed and the open space dedications and donations of real property that Developer is obligated to set aside and/or dedicate under this Agreement will benefit the Project by positively contributing to the enhanced nature thereof, increasing property values within the Project, and encouraging investment in and the ultimate development of the Project;

(c) Developer's consent and acceptance of this Agreement is not an exaction or a concession demanded by the Town, but is an undertaking of Developer's voluntary design to ensure consistency, quality, and adequate public improvements that will benefit the Property;

(d) Nothing contained in this Agreement shall be construed as creating or intending to create a contractual obligation that controls, waives, or supplants the Town Council's legislative discretion or functions; and

(e) this Agreement is a development agreement under Section 212.172, Texas Local Government Code.

11.5 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 Developer, and that each individual executing this Agreement on behalf of 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.

11.6 Amendment; Severability. This Agreement shall not be modified or amended except in writing signed by the Parties. 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.

11.7 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in the Denton County District Court.

11.8 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.

11.9 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.

11.10 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Legal Description of the Property
Exhibit A-1	Legal Description of the 6 Acre Portion
Exhibit B	Preliminary Plat
Exhibit C	6 Acre Portion Development Standards
Exhibit D	6 Acre Portion Concept Plan
Exhibit E	Home Buyer Disclosure Program
Exhibit F	Form Police Interlocal Agreement
Exhibit G	Form Fire Interlocal Agreement

11.11 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within ten (10) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including an explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

11.12 Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the Town and Developer expressly amending the terms of this Agreement.

11.13 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

[SIGNATURES PAGES AND EXHIBITS FOLLOW;
REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

TOWN OF LAKEWOOD VILLAGE, TEXAS

By: _____

Name: Dr. Mark E. Vargus

Title: Mayor

Date: _____

STATE OF TEXAS §

§

COUNTY OF DENTON §

This instrument was acknowledged before me on this ____ day of _____, 2021, by Dr. Mark E. Vargus, Mayor of the Town of Lakewood Village, Texas, on behalf of said Town.

Notary Public in and for the State of Texas

[SEAL]

DEVELOPER:

THE SANCTUARY, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____,
2021, by _____, _____ of The Sanctuary, LLC, a Texas limited liability
company, on behalf of said limited liability company.

Notary Public in and for the State of Texas

[SEAL]

Exhibit A
Legal Description of the Property

Exhibit A-1
Legal Description of 6 Acre Portion

Exhibit B

Preliminary Plat

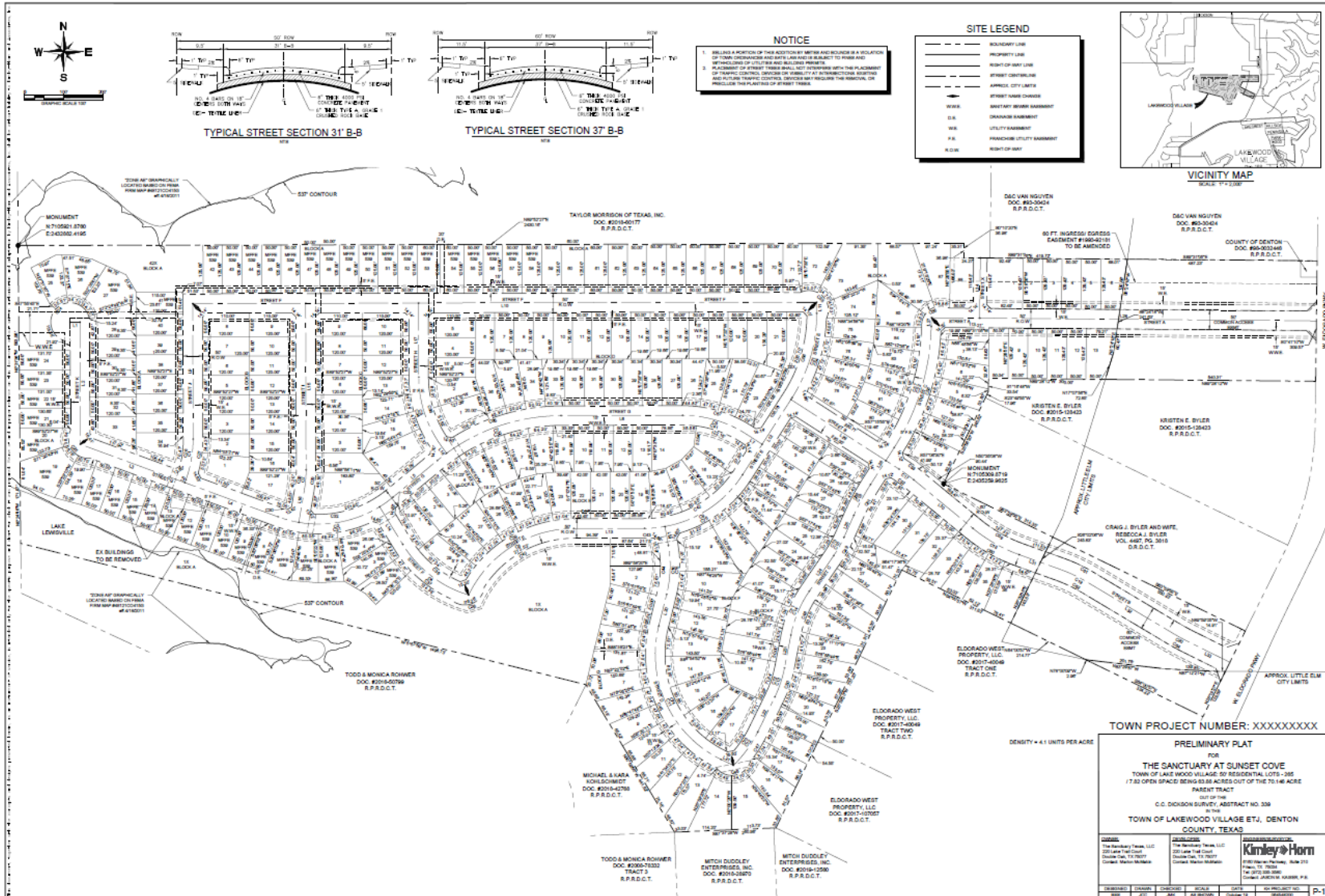


Exhibit C

6 Acre Portion Development Standards

Property:	Approximately 6 acres located in the ETJ's of Lakewood Village/Little Elm on the east side of Eldorado Parkway at Cardinal Ridge Lane
Lot Mix:	16 lots planned - (60' x 120')
Home Size Minimums:	The minimum floor area shall be 2,200 square feet
Building Setbacks:	<p>The minimum building setbacks and height shall be as follows:</p> <ul style="list-style-type: none">• Minimum front yard building setback: 20 feet• Minimum rear yard building setback: 20 feet• Minimum side yard building setback: 5 feet (10 feet on a corner side yard)• Maximum building height: 35 feet
Garages:	Each dwelling unit shall be required to have a minimum two-car garage. Garage doors shall be painted metal doors with decorative accents, stained or painted wood doors.
Driveways:	Each residential driveway shall be brushed concrete, stone, or decorative accent paving.
Exterior Repetition:	No front building elevation shall be repeated within four lots of the same elevation on the same side of the street on the same block.
Building Materials:	<p>The exterior building materials of each one-story home shall consist of 100 percent brick and/or stone, excluding windows, doors, and exterior trim work. The overall exterior building materials of each two-story home shall consist of a minimum of 85 percent brick and/or stone, excluding windows, doors, and exterior trim work, provided that no elevation shall have less than 50 percent brick and stone, excluding windows, doors, and exterior trim work.</p>
Home Design Elements:	Each home will include, at a minimum, three of the following design elements: a porch, an arch, outdoor lighting, decorative hardware, columns, architecturally enhanced front doors, or other similar articulation elements.
Fencing:	On each residential lot, a six-foot cedar board-on-board fence with a cap shall be required on all sides of the fenced portion of the yard except abutting open space areas or other similar areas.

Fencing adjacent to any portion of the Common Area or to a public park shall be hollow steel tubular fencing (wrought iron style), shall not exceed six feet in height, and shall be painted in a low gloss black or near black color.

Tree Requirements: Each residential lot shall require tree plantings in accordance with the following chart:

LANDSCAPING REQUIRED PER RESIDENTIAL LOT			
Lot Type	Number of Trees in Front Yard	Number of Trees in Rear Yard	Total Number of Shrubs
Front or J-swing entry lot	1 large	1 large	6
Corner lot	1 large/1 small	1 large	12

Landscaping: Landscaping should consist of a combination of sodded turf areas and bed areas containing shrubs and ground cover. Side, front, and back yard areas shall be 100% irrigated and 100% sodded where there are no landscaping beds.

Neighborhood Entry: The main entry to the community from Eldorado Parkway shall be aesthetically enhanced with features that will include masonry screen walls, water features, landscaping, lighting, and project signage.

Screen Walls: A minimum eight-foot masonry screening wall with columns at twenty-foot spacing and a minimum thirty-foot wide landscaped buffer shall be required along the portion of the Property abutting Eldorado Parkway and shall be completed prior to the occupancy of the first home within the Property. The screening wall shall be located where lots back to Eldorado Parkway. The landscape buffer shall be located along the entire Eldorado Parkway frontage.

Miscellaneous: The remaining approximately 64 acres will be developed in a consistent manner as described herein. In addition, the smallest lot size will be 50' x 120'.

Exhibit D 6 Acre Portion Concept Plan



Exhibit E
Home Buyer Disclosure Program

The Developer for the PID shall facilitate notice to prospective homebuyers in accordance with the following minimum requirements:

2. Require builders to include notice of the PID in addendum to contract in accordance with Chapter 372 as amended.
3. Collect a copy of the addendum signed by each buyer in the PID from builders and provide to the Town.
4. Require signage indicating that the property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.
5. Prepare and provide to builders an overview of the PID for those builders to include in each sales packets.
6. Notify builders who estimate monthly ownership costs of the requirement that they must disclose Assessments separately with estimated property taxes.
7. Notify settlement companies through the builders that they are required to include Assessments on HUD 1 forms and include separately with total estimated taxes for the purpose of setting up tax escrows.
8. Include notice of the PID in the homeowner association documents in conspicuous bold font.

The Town for the PID shall:

1. Record notice of the PID in the appropriate land records for the property.
2. The Town will include announcements of the PID on the Town's web site.
3. The disclosure program shall be monitored by Developer and Administrator.

Exhibit F
Form Police Interlocal Agreement

Exhibit G
Form Fire Interlocal Agreement

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

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

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

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

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

WHEREAS, on September 7, 2021, the City Council of Little Elm approved [Ordinance ____] releasing [____] acres of property located in its extraterritorial jurisdiction into the extraterritorial jurisdiction of Lakewood Village (the "Released Property"); and

WHEREAS, Lakewood Village intends to expand the boundaries of the PID to include the Released Property; and

WHEREAS, the Parties intend for this Agreement to include the PID and the Release Property; and

WHEREAS, upon Lakewood Village expanding the boundaries of the PID to include the Released Property, the Parties intend that this Agreement shall automatically be amended to include the Released Property without further action by either Party; and

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

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

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

NOW, THEREFORE, Lakewood Village and Little Elm for mutual consideration

hereinafter stated, agree as follows:

SECTION I EFFECTIVE DATE

The effective date of this Agreement shall be the date the last of the Parties to this Agreement execute this Agreement.

SECTION II 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 or Released Property (the "Start Date") and will continue in force for three (3) years (the "Initial Term"), unless terminated pursuant to the provisions of Section 9. On the date Lakewood Village issues the first Certificate of Occupancy, Lakewood Village shall notify Little Elm in writing stating the term of this Agreement. Upon the expiration of the Initial Term, this Agreement will automatically renew annually for an additional twelve (12) month term unless either Party notifies the other Party in writing not less than sixty (60) days prior to the expiration of the applicable term of its desire to terminate this Agreement.

SECTION III 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 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 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 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 single motor-vehicle collision; motor-vehicle/motor-vehicle collision; motor-vehicle/pedestrian accident; and extrication of trapped persons from a vehicle.

“RESCUES” shall mean a call for service requiring rescue services. Common RESCUES include 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 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 wind or flood assessments; and investigation of lightning strikes.

SECTION IV SERVICES TO BE PROVIDED

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

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

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

SECTION V
LAKEWOOD VILLAGE RESPONSIBILITIES

Lakewood Village shall designate P3Works (the "PID Administrator"), to act on behalf of Lakewood Village and to serve as a "Liaison Officer" to Little Elm. As the Liaison Officer, the PID Administrator or his/her designated substitute shall insure the performance of all duties and obligations of Lakewood Village herein stated and, shall devote sufficient time and attention to the execution of said duties on behalf of Lakewood Village in full compliance with the terms and conditions of this Agreement for the mutual benefit of Lakewood Village and Little Elm.

SECTION VI
LITTLE ELM RESPONSIBILITIES

Little Elm shall insure the performance of all duties and obligations of Little Elm as herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of Little Elm in full compliance with the terms and conditions of this Agreement and shall provide immediate and direct supervision of Little Elm employees, agents, contractors, sub-contractors and/or laborers, if any in the furtherance of the purpose, terms and conditions of this Agreement for the mutual benefit of Lakewood Village and Little Elm.

SECTION VII
PAYMENT FOR RETENTION OF SERVICE

Lakewood Village agrees to pay to Little Elm an estimated annual fee of \$53,000. Little Elm reserves the right to increase the fee by a fixed sum of \$1,000.00 per INCIDENT RESPONSE for each subsequent INCIDENT RESPONSE in excess of 75 within any fiscal year.

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 VIII
AMBULANCE BILLING RATES

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

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

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

Interlocal Agreement as executed between Denton County and Little Elm.

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

SECTION IX THE RELEASED PROPERTY

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

SECTION X TERMINATION

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

SECTION XI PAYMENT DUE DATES AND BREACH OF PAYMENT

Payments by Lakewood Village during the term of this Agreement, are due and payable annually on April 15th from PID assessment revenue, beginning on the first April 15th 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 15 calendar days of written notice shall constitute a material breach of this Agreement and then and thereby immediately result in this Agreement being considered null and void in all respects.

SECTION XII AUDITED REPORT OF SERVICE

Little Elm agrees to provide Lakewood Village with an audited balance sheet and income statement prepared in accordance with generally accepted accounting principles, once annually within one hundred eighty (180) days of the close of Little Elm's fiscal year, which

ends on September 30th of each year.

SECTION XIII AMENDMENTS

With regards to fire, rescue, and emergency services delivery to Lakewood Village Operation and Maintenance Public Improvement District No. 1, this Agreement represents the entire and integrated agreement between Lakewood Village and Little Elm and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Lakewood Village and Little Elm.

SECTION XIV APPLICABLE LAWS/VENUE

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

SECTION XV SEVERABILITY

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

SECTION XVI NOTICES

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

SECTION XVII AUTHORIZATION OF SIGNATURES

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

SECTION XVIII INDEMNIFICATION

“Pursuant to Chapter 791 of the Texas Government Code – The Interlocal Cooperation Act, by execution of this Agreement by Lakewood Village, Lakewood Village thereby agrees that to the maximum extent permitted by law, Lakewood Village shall defend and indemnify

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

[SIGNATURE PAGE TO FOLLOW]

EXECUTED in duplicate originals this ____ day of _____, 2021.

LITTLE ELM

LAKEWOOD VILLAGE

Curtis Cornelious, Mayor

Dr. Mark E. Vargus, Mayor

ATTEST:

ATTEST:

Caitlan Biggs
Town Secretary

Linda Ruth, TRMC CMC
Town Secretary

AGREED TO FORM:

P3Works, Lakewood Village Liaison Officer

EXHIBIT A

Metes and Bounds Description of the Property

LEGAL DESCRIPTION

TRACT 1

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

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

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

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

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

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

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

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

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

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

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

Continued on Sheet 2

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

Kimley»Horn

6160 Warren Parkway Suite 210
Frisco, Texas 75034 FIRM # 10193822 Tel. No (972) 335-3580
Fax No (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SG	KNA	10-28-2019	064548200	1 OF 5

EXHIBIT A

Metes and Bounds Description of the Property

Continued from Sheet 1

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

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

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

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

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

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

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

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

NOTES

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

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

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

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034 FIRM # 10193822 Tel No (972) 335-3580
Fax No (972) 335-3719

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SG	KHA	10/28/2019	064548200	2 OF 3

GUNAWAN, SYLVIANA 10/28/2019 9:33 AM K:\FRI_SURVEY\NO PROJECT\NOV0 ACRE LITTLE ELM\064548200 MUD EXHIBIT DWG

EXHIBIT A

Metes and Bounds Description of the Property

TRACT 2

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

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

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

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

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

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

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

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

NOTES

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

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

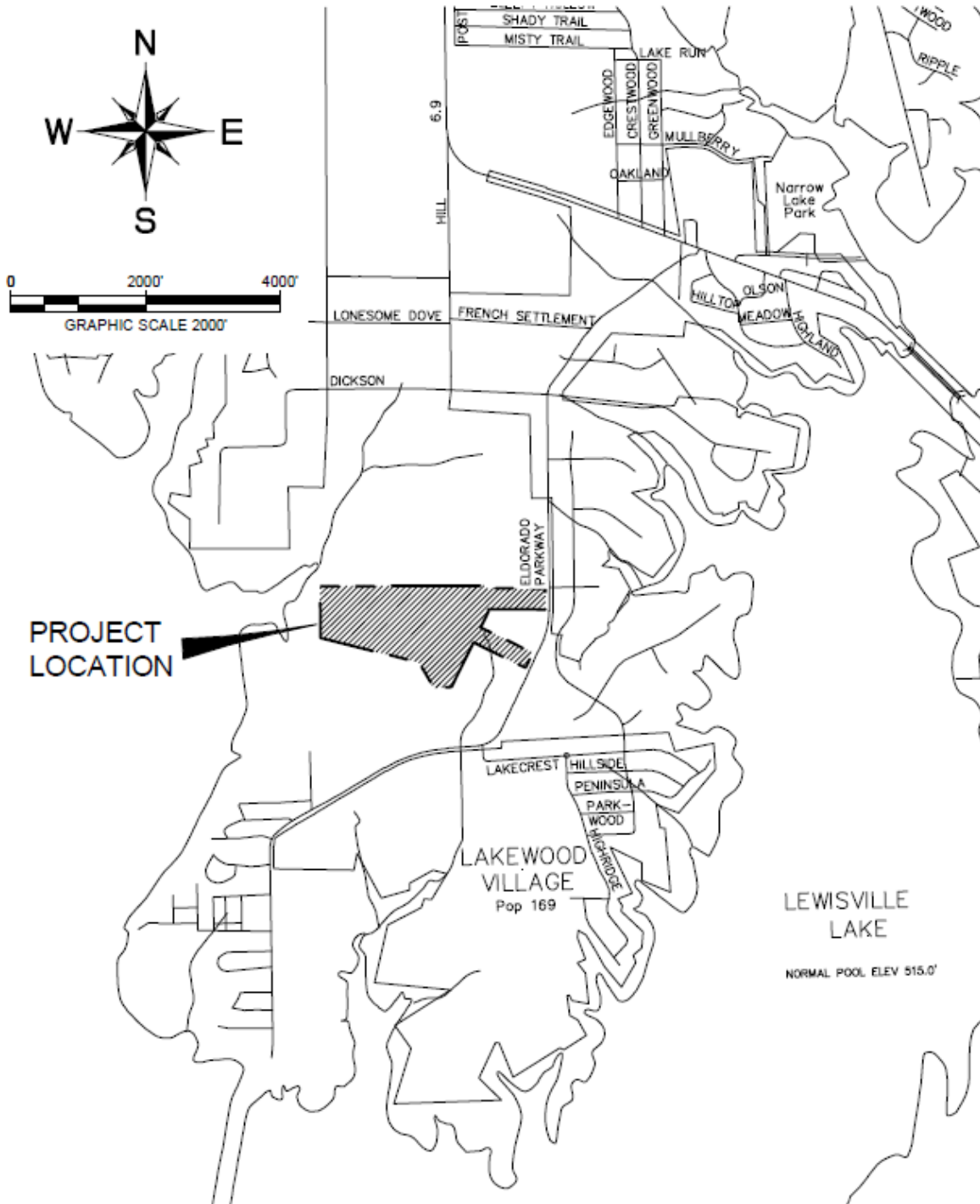
TRACT 1: 63.397 ACRES
TRACT 2: 0.429 ACRE
C.C. DICKSON SURVEY, ABSTRACT NO. 339
TOWN OF LAKEWOOD VILLAGE ETJ,
DENTON COUNTY, TEXAS

Kimley»Horn					
5160 Warren Parkway Suite 210 Frisco, Texas 75034 FIRM # 10193822 Tel No (972) 335-3580 Fax No (972) 335-3779					
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SG	KHA	10/26/2019	064546200	3 OF 5

GUNAWAN, SYLVIANA 10/26/2019 9:33 AM K:\FRI_SURVEY\NO PROJECT NO\70 ACRE LITTLE ELM\064546200 MJD EXHIBIT DWG

EXHIBIT B

Depiction of the Property



The Sanctuary at Sunset Cove

Town of Lakewood Village, Texas
October 2020

Kimley»Horn

13455 Noel Road
Two Galleria Office Tower, Suite 700
Dallas, TX 75240
State of Texas Registration No. F-928

INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES

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

RECITALS:

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

WHEREAS, on September 7, 2021, the Town Council of Little Elm approved [Ordinance ____] releasing [____] acres of property located in its extraterritorial jurisdiction into the extraterritorial jurisdiction of Lakewood Village (the “Released Property”); and

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

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

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

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

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

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

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

WHEREAS, all payments to be made hereunder shall be made from current revenues available to the paying party; and

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

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

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

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

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

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

(a) Provide an adequate number of police patrol units to provide routine neighborhood patrol, patrol of business establishments, speed limit enforcement and traffic control on all roadways within the PID, routine investigation services, Community Policing programs, and otherwise enforce the laws of the State of Texas, in such a manner as to provide adequate police services considering factors such as, but not limited to, housing densities, commercial development, roadway conditions, and traffic flow. It is understood that (i) the officer assigned to the PID will be required to respond to calls or otherwise provide services outside of the PID and (ii) that, from time to time, an officer assigned to another district in Little Elm will provide services in the PID. The Parties agree that the coverage described hereinabove constitutes adequate police services.

(b) Answer and respond to calls for police assistance on a 24-hour basis.

- (c) Arrange for and/or coordinating jail capacity and services for housing of arrestees, including providing booking services.
- (d) Provide all human resource services necessary for the recruitment, screening, employment, and training of all personnel required to provide services to the residents of the PID, including providing all employee policies and procedures and the administration thereof.
- (e) Provide all general and personal liability coverage necessary for the adequate protection of Little Elm personnel providing police services to the residents of the PID at the same level of protection afforded officers and employees while performing the same or similar duties in Little Elm, provided however, that neither party shall be responsible for the other party's employee retirement and/or pension benefits.
- (f) Conduct all crime reporting and maintain Little Elm's standard law enforcement activity reports/statistics pertinent to the PID for the purpose of providing Lakewood Village with performance measures relating to services provided by Little Elm in accordance with this Agreement.
- (g) Give prompt consideration to all requests from residents of the PID routed through the PID Liaison Officer or dispatch regarding the delivery of law enforcement services under this Agreement. Little Elm will make every reasonable effort to comply with such requests as long as they are consistent with the law and the Policy Manual of the Little Elm Police Department.
- (h) Submit written reports of any and all activity within the PID as soon as reasonably possible after the request is submitted and make an officer available for an annual report to the Lakewood Village Town Council.
- (i) Provide citizens and/or residents of the PID with the same access to Little Elm's Police Chief, officers, and employees as is provided to Little Elm's citizens and residents.

Section 4. Liaison.

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

(b) Lakewood Village shall designate a liaison to act on behalf of residents of the PID, and to serve as “Lakewood Village Liaison Officer” for residents of the PID. The Lakewood Village Liaison Officer will devote sufficient time and attention to the execution of said duties on behalf of residents of the PID and will provide immediate and direct supervision of Lakewood Village employees, agents, contractors, and/or laborers, if any, in the furtherance of the purpose, terms and conditions of this Agreement for the mutual benefit of residents of the PID and Little Elm. The initial Lakewood Village Liaison Officer shall be P3Works, the PID administrator. Lakewood Village will notify Little Elm as to any change in the designation of the Lakewood Village Liaison Officer for residents of the PID. For routine inquiries, the Lakewood Village Liaison Officer shall phone the Little Elm Police Department non-emergency line or email Little Elm at the email address furnished by the Little Elm Chief of Police.

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

Section 6. Compensation.

(a) Lakewood Village agrees to make annual payments to Little Elm for the cost of salaries (the "Salary Compensation Payment"). Yearly determinations will be made on January 1st of each year to confirm what percent of buildout has been achieved. Payments will be required each May 1st after 25% of the PID residential lots have been issued Certificates of Occupancy. Lakewood Village agrees to compensate Little Elm for services based off the percentage of Certificates of Occupancy issued. Little Elm anticipates that an additional officer will be required once 75% of the PID residential lots (approximately 198 lots) have been built out. Lakewood Village will be required to pay 100% of an Officers salary once 75% of Certificates of Occupancy have been issued. Little Elm anticipates the annual costs of Salary Compensation as set forth below. Lakewood Village would be required to pay a percentage of the salary listed below determined on January 1st of each year following the year 25% of the PID residential lots have been Issued Certificates of Occupancy based off the number of Certificates of Occupancy issued. The Salary Compensation Payment shall be due and payable May 1st of each year for the term of this agreement.

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

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

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

Section 7. Vehicle and Police Equipment.

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

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

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

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

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

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

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

Section 9. Termination.

(a) Should Lakewood Village fail to make any payment due under the terms of this Agreement, then Lakewood Village will be in default under this Agreement and interest shall accrue on behalf of Little Elm in accordance with the percent of interest authorized by the Texas Prompt Payment Act (Chapter 2251, TEX. GOV'T. CODE, as amended). Failure to pay a

quarterly installment or other invoice for services rendered hereunder within 30 days of written notice from Little Elm of such default and the amount of payment required to remedy the default, shall result in termination of this Agreement and police services will cease 30 days after notice to Lakewood Village.

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

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

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

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

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

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

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

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

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

Lakewood Village
Mayor
100 Highridge Drive
Little Elm, Texas 75068

Section 11. Jurisdiction. Lakewood Village grants full and complete authorization and jurisdiction to Little Elm for all Police Services provided by Little Elm contained in this Agreement. Said jurisdiction shall be solely within the Lakewood Village extraterritorial jurisdiction that is inside the boundary limits of the PID. This agreement does not grant jurisdiction within any area of the Lakewood Village extraterritorial jurisdiction not contained in the boundary limits of the PID or within the current or future corporate boundaries of the Town of Lakewood Village.

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

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

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

Section 15. Indemnification.

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

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

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

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

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

Section 17. Modification. This Agreement may only be modified, changed or altered at any time upon mutual agreement of the Parties, provided that any such modification, change and/or

alteration be reduced to writing and approved by the governing bodies of Little Elm and Lakewood Village.

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

Section 19. Miscellaneous. This Agreement is not intended to and shall not be construed to create a joint enterprise between the Parties hereto. This Agreement shall not be construed more strictly against the drafter as both Parties have the benefit of counsel. This Agreement contains the entire agreement between the Parties and all prior negotiations, statements, or representations are superseded and displaced hereby. A waiver, alteration, or modification of this Agreement shall not be binding unless it is in writing and signed by both Parties. The headings of the various paragraphs of the Agreement have been inserted for convenient reference only and shall not be construed to enlarge, diminish, or otherwise change the express provisions hereof.

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

TOWN OF LITTLE ELM, TEXAS

**TOWN OF LAKEWOOD VILLAGE,
TEXAS**

Curtis Cornelious, Mayor

Dr. Mark E. Vargus, Mayor

ATTEST:

ATTEST:

**Caitlan Biggs,
Town Secretary**

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

AGREED AS TO FORM:

P3Works, Lakewood Village Liaison Officer

EXHIBIT A

Metes and Bounds Description of the Property

LEGAL DESCRIPTION

TRACT 1

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

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

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

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

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

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

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

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

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

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

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

Continued on Sheet 2

TRACT 1: 63.397 ACRES

TRACT 2: 0.429 ACRE

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

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel No (972) 335-3580
Fax No (972) 335-3779

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GUNAWAN, SYLVIANA 10/28/2019 9:33 AM K:\FRI_SURVEY\W0 PROJECT\N070 ACRE LITTLE ELM\064548200 MUD EXHIBIT.DWG

EXHIBIT A

Metes and Bounds Description of the Property

Continued from Sheet 1

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

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

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

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

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

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

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

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

NOTES

The bearings for this exhibit are based on a bearing of North 89°35'11" East, for the north line of Cardinal Ridge Estates according to the Final Plat recorded in Cabinet P, Page 255 of the Deed Records of Dallas County, Texas.

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

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

Kimley»Horn					
6160 Warren Parkway Suite 210 Frisco, Texas 75034					
FIRM # 10193822					
Tel No (972) 335-3580 Fax No (972) 335-3719					
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SG	KHA	10/28/2019	064548200	2 OF 5

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

EXHIBIT A

Metes and Bounds Description of the Property

TRACT 2

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

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

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

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

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

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

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

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

NOTES

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

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

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

Kimley»Horn

6160 Warren Parkway Suite 210
Frisco, Texas 75034

FIRM # 10193822

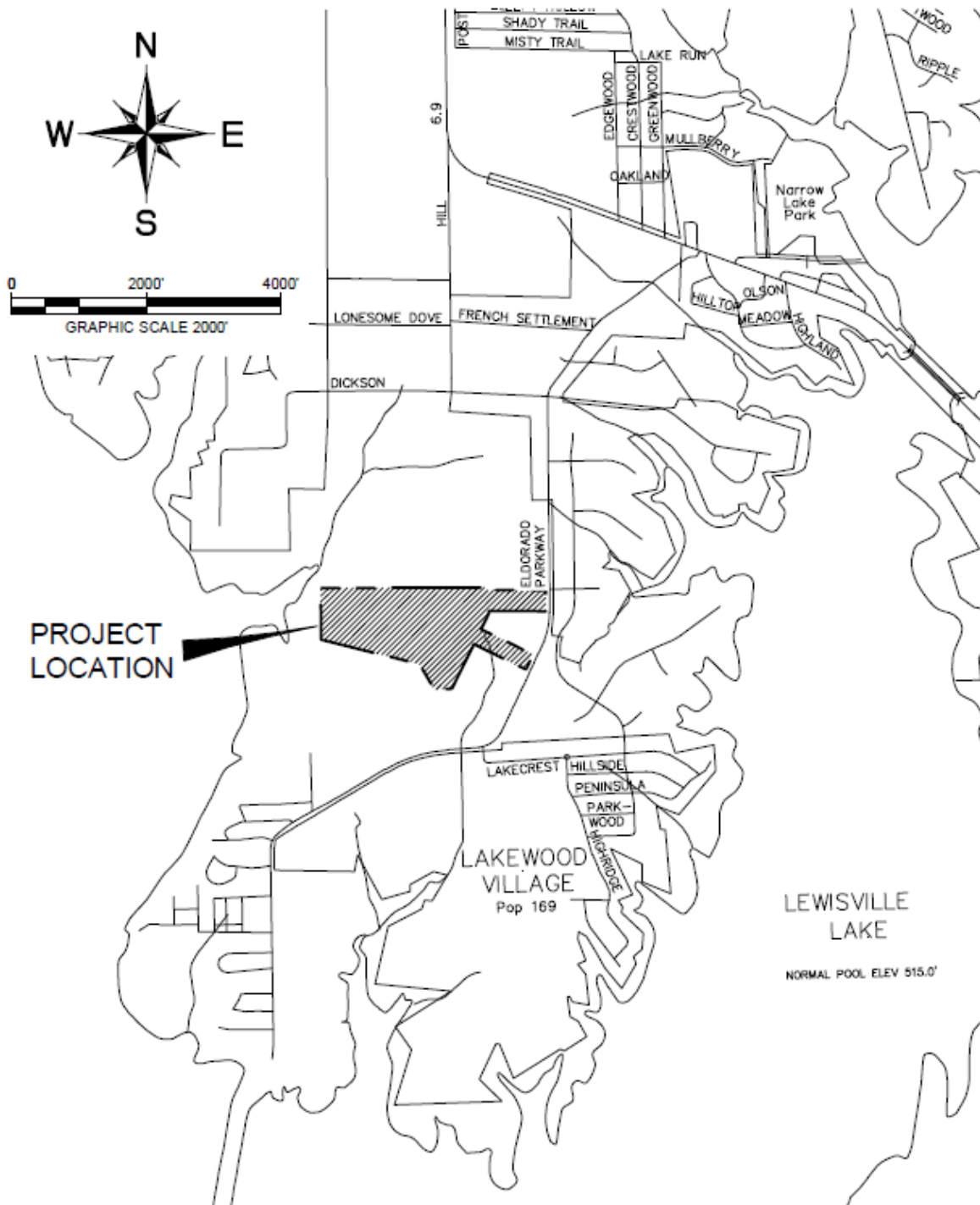
Tel No (972) 335-3560
Fax No (972) 335-3779

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

GUNAWAN, SYLVIANA 10/28/2019 9:33 AM K:\P\RI_SURVEY\NO PROJECT NO\70 ACRE LITTLE ELAM\064548200 MJD EXHIBIT DWG

EXHIBIT B

Depiction of the Property



The Sanctuary at Sunset Cove

Town of Lakewood Village, Texas
October 2020

Kimley»Horn

13455 Noel Road
Two Galleria Office Tower, Suite 700
Dallas, TX 75240
State of Texas Registration No. F-928

2021-2022 Budget

General Fund

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

2021-2022 Budget

Utility Fund

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

GF Revenues Worksheet

	2022 Budget	2021 Budget	2021 YTD 6/30	2020 Budget	2020 Actual
REVENUES					
Property Tax (@\$125M)	\$312,500	\$275,000	\$269,250	\$271,000	\$271,328
Debt Servicing (\$0.20 @125M)	\$250,000	\$220,000	\$215,684	\$178,200	\$183,986
Property Taxes	\$562,500	\$495,000	\$484,934	\$449,200	\$455,314
Franchise Fee	\$38,000	\$37,000	\$35,487	\$34,000	\$41,249
Sales Tax	\$60,000	\$40,000	\$45,130	\$30,000	\$52,547
Court Costs Fees					
Mowing Abatement Fees					
Code Enforcement					\$2,516
Lien Reciepts	\$3,000	\$3,000	\$3,061	\$3,000	\$4,972
Fines & Forfeitures	\$3,000	\$3,000	\$3,061	\$3,000	\$7,488
Building Permits- New	\$40,000	\$30,000	\$46,490	\$30,000	\$54,304
Sprinkler Permits	\$600	\$600	\$1,000	\$400	\$750
Fence Permits	\$100	\$400	\$25	\$400	\$750
Reinspect Fees	\$2,000	\$2,000	\$5,475	\$1,500	\$6,100
Pool Permits	\$1,000	\$1,000	\$2,100	\$1,000	\$1,050
Flatwork Permits	\$300	\$300	\$450	\$800	\$500
Plumbing Permit	\$1,000	\$1,000	\$1,050	\$1,500	\$925
Electrical Permits	\$700	\$700	\$750	\$1,000	\$450
Building Permits - Remodel	\$3,000	\$2,000	\$23,106	\$2,000	\$3,150
Miscellaneous Permits	\$1,000	\$1,000	\$525	\$1,500	\$1,650
Preliminary Plat Fees					\$3,400
Licenses & Permits	\$49,700	\$39,000	\$80,971	\$40,100	\$73,029
CO/CSI Inspections	\$2,000	\$2,000	\$1,650	\$2,400	\$2,350
Contractor Registrations					
Replatting Fees			\$750		
Pet Registration			\$10		\$10
Town Hall					\$50
Fees & Service Charges	\$2,000	\$2,000	\$2,410	\$2,400	\$2,410
Interest	\$2,500	\$6,000	\$5,136	\$6,000	\$8,133
Miscellaneous Revenues	\$3,000	\$3,000	\$1,990	\$3,000	\$3,565
NonOperating Cash Flows					
Asset Sales					\$44,979
Developer Agreement					\$72,000
Reimbursements MDD			\$12,318		
Reimbursements			\$29,322		\$9,404
TOTAL OPERATING FUNDS	\$720,700	\$625,000	\$700,759	\$567,700	\$643,735
Utility Fee for Services-LWV	\$50,000	\$50,000	\$37,500	\$45,000	\$50,000
Utility Fee for Services-Rocky Pt	\$10,000	\$4,400	\$4,200	\$4,400	\$4,400
Transfers In	\$60,000	\$54,400	\$41,700	\$49,400	\$54,400

		GF Expenses Worksheet				
		2022 Budget	2021 Budget	2021 YTD 6/30	2020 Budget	2020 Actual
Expenditures						
Office Supplies		\$2,000	\$1,400	\$2,489	\$1,500	\$569
Postage		\$100	\$100	\$7	\$0	\$76
Computers Maintenance		\$1,000	\$1,000	\$2,126	\$2,000	\$127
Publishing		\$500	\$500	\$231	\$500	\$600
Elections		\$0	\$0	\$0	\$4,500	\$0
Software Licensing		\$1,200	\$1,200	\$1,249	\$1,000	\$1,396
Town Engineer						\$5,895
Attorney Fees		\$15,000	\$25,000	\$9,577	\$20,000	\$29,272
Accounting Fees		\$15,350	\$12,000	\$15,350	\$12,000	\$12,100
Animal Control		\$0	\$200	\$0	\$300	\$140
Parks/Recreation/Playground					\$3,000	
Town Hall Improvements		\$4,000	\$4,000	\$12,734	\$4,000	\$6,768
Telephone/Telecom		\$2,000	\$2,000	\$1,565	\$2,000	\$1,503
Electricity		\$6,000	\$6,000	\$3,243	\$6,500	\$4,477
Propane		\$600	\$600	\$742	\$600	\$441
Payroll		\$80,000	\$77,000	\$55,266	\$69,000	\$59,525
Benefits - Insurance		\$11,000	\$11,000	\$8,027	\$9,000	\$8,919
Payroll Tax Expense		\$8,500	\$7,500	\$6,668	\$5,300	\$6,007
Benefits- Retirement		\$7,200	\$7,100	\$6,672	\$6,900	\$6,900
Contract Labor				\$6,660		
Appraisal District		\$2,000	\$2,000	\$2,152	\$2,000	\$2,031
Town Functions		\$0	\$0	\$0	\$500	\$0
Continuing Education		\$1,000	\$1,000	\$876	\$1,000	\$921
Travel Meeting Expenses		\$3,000	\$3,000	\$2,415	\$2,500	\$2,377
Membership Dues		\$1,200	\$1,200	\$1,006	\$1,000	\$946
Contingency Fund		\$3,000	\$3,000	\$521	\$3,000	\$2,328
Municipal Court						
Lien Recording Fees		\$200	\$200	\$142	\$100	\$556
Abatements				\$700		\$2,975
General Government		\$164,850	\$167,000	\$140,418	\$158,200	\$156,849
Fire/EMS		\$46,000	\$30,000	\$31,500	\$30,000	\$30,000
Public Safety		\$46,000	\$30,000	\$31,500	\$30,000	\$30,000
Building Inspections		\$20,000	\$16,000	\$20,700	\$15,000	\$19,200
Town Maintenance		\$2,000	\$2,000	\$2,741	\$7,000	\$4,211
Town Mowing		\$6,000	\$6,000	\$4,000	\$4,000	\$11,463
Public Works		\$28,000	\$24,000	\$27,441	\$26,000	\$34,874
Casualty Expense - Reimbursable				\$9,824		
Capital Improvements - Road			\$375,000		\$74,000	\$0
Capital Improvements				\$9,612		\$10,495
Drainage Improvements					\$0	\$0
Capital Outlay		\$0	\$375,000	\$19,436	\$74,000	\$10,495
TOTAL EXPENSES		\$238,850	\$596,000	\$218,795	\$288,200	\$232,218
Debt Servicing (Principle)		\$248,000	\$183,000	\$183,000	\$163,000	\$163,000
Debt Servicing (Interest)		\$166,975	\$226,176	\$140,891	\$15,612	\$8,617
TOTAL EXPENDITURES		\$653,825	\$1,005,176	\$542,686	\$466,812	\$403,835

Utility Fund Revenues Worksheet

	Utility Fund Revenues Worksheet				
	2022	2021	2021	2020	2020
	Budget	Budget	YTD 6/30	Budget	Actual
REVENUES					
Water Revenue	\$200,000	\$185,000	\$125,601	\$165,000	\$201,962
Sewer Revenue	\$135,000	\$116,000	\$94,832	\$108,000	\$113,237
Solid Waste	\$67,500	\$67,000	\$49,151	\$50,000	\$59,093
Late Fees	\$4,000	\$4,000	\$2,455	\$4,000	\$4,077
Water Tap Fees	\$8,000	\$6,300	\$12,000	\$6,300	\$13,875
Meter Set Fees	\$1,560	\$1,560	\$2,340	\$1,560	\$3,120
Sewer Tap Fees	\$6,200	\$5,100	\$7,750	\$5,100	\$11,025
Fees and Services	\$19,760	\$16,960	\$24,545	\$16,960	\$32,097
Reimbursed Expenses			\$4,438		\$2,360
Miscellaneous	\$1,000	\$1,040		\$1,000	\$167
Other Income	\$1,000	\$1,040	\$4,438	\$1,000	\$2,527
Interest	\$2,000	\$2,000	\$1,685	\$2,000	\$2,346
TOTAL OPERATING FUNDS	\$425,260	\$388,000	\$300,252	\$342,960	\$411,262

<i>Utility Fund Expenses Worksheet</i>					
	2022 Budget	2021 Budget	2021 YTD 6/30	2020 Budget	2020 Actual
<i>Expenditures</i>					
Operator Salaries	\$42,000	\$40,800	\$29,997	\$40,800	\$40,969
Attorney			\$9,069		
Contract Services	\$42,000	\$40,800	\$39,066	\$40,800	\$40,969
Office Supplies	\$1,500	\$2,200	\$681	\$2,000	\$2,005
Postage	\$1,500	\$1,250	\$1,212	\$1,500	\$1,300
Insurance	\$7,000	\$6,500	\$6,571	\$6,300	\$6,439
TCEQ Licensing Fees (Water)	\$2,000	\$700	\$1,848	\$588	\$1,070
TCEQ Licensing Fees (Sewer)	\$1,500	\$1,250	\$3,822	\$1,250	\$1,250
Computer and Software Licensing Fees	\$2,000	\$1,300	\$1,916	\$1,300	\$1,420
GIS Mapping					
Sewer Scheduled Maintenance	\$10,000	\$10,000	\$4,200	\$6,000	\$4,525
Water Scheduled Maintenance	\$5,000	\$5,000	\$1,000	\$40,000	\$1,760
Laboratory (Sewer)	\$8,000	\$5,000	\$6,700	\$4,000	\$5,622
Laboratory (Water)	\$1,200	\$1,000	\$807	\$1,200	\$445
Electricity (Water)	\$15,000	\$15,000	\$11,106	\$15,000	\$17,854
Electricity (Sewer)	\$20,000	\$20,000	\$15,666	\$17,000	\$18,658
Payroll				\$2,000	\$350
Administrative	\$74,700	\$69,200	\$55,529	\$98,138	\$62,698
Water Repairs	\$10,000	\$10,000	\$8,536	\$10,000	\$12,881
Sewer Repairs	\$10,000	\$10,000	\$5,584	\$10,000	\$16,693
Meter Set Fee	\$1,180	\$1,000	\$2,670	\$2,000	\$1,180
Water/Sewer Tap Install					\$15,949
Water Equipment	\$5,000	\$5,000	\$5,457	\$9,000	\$1,420
Sewer Equipment			\$4,774		\$484
Chemicals (Water)	\$2,500	\$2,000	\$1,661	\$1,500	\$2,681
Chemicals (Sewer)	\$2,500	\$2,000	\$1,916	\$1,500	\$1,627
Sludge Removal (Sewer)	\$2,400	\$1,000	\$24,113	\$1,200	\$300
Sewer Line Camera			\$790		\$2,550
Repairs and Maintenance	\$33,580	\$31,000	\$55,501	\$35,200	\$55,765
Contingency Fund (miscellaneous)	\$2,000	\$2,000	\$2,607	\$2,000	\$6,365
Garbage Collections	\$55,000	\$55,000	\$45,975	\$48,000	\$45,636
Capital Improvements Water		\$47,000	\$24,984	\$25,000	\$101,926
Capital Improvements Sewer		\$50,000	\$56,855	\$20,000	\$20,146
Capital Improvements Drainage					
Capital Improvements	\$0	\$97,000	\$81,839	\$45,000	\$122,072
TOTAL EXPENDITURES	\$207,280	\$295,000	\$280,517	\$269,138	\$333,505
Transfers: Out					
Fee for Administrative Services	\$50,000	\$50,000	\$37,500	\$45,000	\$37,500
TOTAL EXPENDITURES	\$257,280	\$345,000	\$318,017	\$314,138	\$371,005

TOWN OF LAKEWOOD VILLAGE
FIRE CODE ~~21-xx16-15~~

**AN ORDINANCE TO ADOPT THE ~~2012~~2018
INTERNATIONAL FIRE CODE, WITHIN THE TOWN OF
LAKEWOOD VILLAGE; PROVIDING A
SAVINGS/REPEALING CLAUSE, PROVIDING A PENALTY
CLAUSE, PROVIDING A SEVERABILITY CLAUSE,
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Town Council of the Town of Lakewood Village, Texas ("Town Council") has investigated and determined that it would be advantageous and beneficial to the citizens of the Town of Lakewood Village, Texas to adopt the ~~2012~~2018 Edition of the International Fire Code, save and except the deletions and amendments set forth below.

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: Adoption of the ~~2012~~2018 International Fire Code

The International Fire Code, ~~2012~~2018 Edition, copyrighted by the International Code Council, Inc., including all Regular Chapters and Appendix Chapters, save and except the deletions and amendments set forth in Exhibit "A", attached hereto and incorporated herein for all purposes, is hereby adopted as the Fire code for Lakewood Village, prescribing regulations governing the safeguarding of life and property from fire and explosion hazards arising from storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life and property in the occupancy of buildings and premises, or maintenance of Fire systems within Lakewood Village (the "~~2012~~2018 International Fire Code"). The ~~2012~~2018 International Fire Code is made a part of this Ordinance as if fully set forth herein.

Section 3: Repeal

Fire Code ~~16-1515-16~~ ordinance is hereby repealed in its entirety.

Section 4: 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

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

Section 5: 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 6: 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 7: 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 8: Effective Date

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

~~**PASSED AND APPROVED** by the Town Council of the Town of Lakewood Village, Texas this the 13th day of October, 2016.~~

~~Dr. Mark E. Vargus~~
~~Mayor~~

ATTEST:

~~Linda Asbell, TRMC~~
~~Town Secretary~~

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

PASSED AND APPROVED by the Town Council of the Town of Lakewood Village, Texas this the 8th day of July, 2021.

Dr. Mark E. Vargus
Mayor

ATTEST:

Linda Asbell, TRMC, CMC
Town Secretary, ~~TRMC~~



Exhibit A

Town of Lakewood Village Amendments

~~2012~~2018 International Fire Code



FIRE CODE

Adopted: ~~July~~October 8th, 20~~21~~16

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CHAPTER 1. SCOPE AND APPLICATION

The following additions, deletions and amendments to the ~~2012~~2018 International Fire Code adopted herein and hereby approved and adopted.

[A] 101 General

[A] 101.1 Title

These regulations shall be known as the *International Fire Code* of the Town of Lakewood Village hereinafter referred to as "this code."

[A] 102 Applicability

[A] 102.4 Application of Other Building Codes

The design and construction of new structures shall comply with the *International Building Code*, this code, and other codes applicable, and any *alterations*, additions, changes in use or changes in structures required by this code, which are within the scope of the *International Building Code*, this code, and other codes as applicable, shall be made in accordance therewith.

[A] 102.7 Referenced Codes and Standards

The codes and standards referenced in this code shall be those that are listed in Chapter 80, and such codes, when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.7.1 and 102.7.2.

[A] 102.7.2 Provisions in Referenced Codes and Standards

Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code and any adopted amendments, the provisions of this code and any adopted amendments, as applicable, shall take precedence over the provisions in the referenced code or standard.

[A] 103 Department of Fire Prevention

[A] 103.1 General

The Fire Code shall be enforced by the Lakewood Village Fire Code Official, the Fire Marshall, the Mayor and Mayor pro-Tem of Lakewood Village, and their designees. ~~The department of fire prevention is established within the jurisdiction under the direction of the fire code official. The function of the department shall be the implementation, administration and enforcement of the provisions of this code.~~

[A] 103.2 Appointment

The Lakewood Village Fire Code Official is the Chief Building Inspector, the Deputy Chief Building Inspector and any other persons designated by the Town Council. Fire Marshall shall refer to the Little Elm Fire Marshall or the fire marshall employed by any successor agency which provides

Fire/EMS services to Lakewood Village. All authority granted to the Fire Marshall under this code is likewise granted to the Fire Code Official. ~~The fire code official shall be appointed by the chief appointing authority of the jurisdiction; and the fire code official shall not be removed from office except for cause and after full opportunity to be heard on specific and relevant charges by and before the appointing authority.~~

[A] 103.3 Deputies

~~The Chief of the Fire Department may detail such members of the Fire Department of proper qualification as inspectors as shall from time to time be necessary and each member so assigned shall be authorized to enforce the provisions of this code. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the fire code official shall have the authority to appoint a deputy fire code official, other related technical officers, inspectors and other employees.~~

[A] 104 General Authority and Responsibilities

[A] 104.12 Fire Marshall's Office Procedures and Specification Guide

References to the Little Elm Fire Department's Fire Marshall's Office Procedures and Specification Guide (aka "Contractor's Guide" or "the Guide") will be made throughout this code and serves as a quick reference guide to assist developers and contractors in facilitating their responsibilities as they relate to the fire code. Any conflict between the guide, local amendments, and/or the International Fire Code shall be resolved at the discretion of the fire code official.

[A] 105 Permits

[A] 105.2 Application

[A] 105.2.3 Time Limitation of Application

An application for a permit for any proposed work or operation shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been diligently prosecuted or a permit shall have been issued; except that the *fire code official* is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.

Reinstatement of expired permits will require the applicant to resubmit application and required documents, and shall be liable for applicable permit fees.

[A] 105.4 Construction Documents

[A] 105.4.6 Retention of Construction Documents

One set of *construction documents* (printed or digital) shall be retained by the *fire code official* for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws. One set of *approved construction documents* shall be returned to the applicant, and said set, along with the fire department permit, and plan review comments, if any, shall be kept on the site of the building or work from the date issued and until the completion of

the permits associated inspections and the Fire Department's Final Certificate of Occupancy Inspection, where applicable. at all times during which the work authorized thereby is in progress.

[A] 105.6 Required Operational Permits

[A] 105.6.27 LP Gas

An operational permit is required for:

1. ~~Storage and use of LP Gas.~~

Exception:

~~A permit is not required for individual containers with a 500-gallon (1893 L) water capacity or less serving occupations in Group R-3.~~

2. ~~Operation of cargo tankers that transport LP Gas.~~

[A] 105.7 Required Construction Permits

The *fire code official* is authorized to issue construction permits for work as set forth in Sections 105.7.1 through 105.7.20. ~~105.7.16.~~

[A] 105.7.17 Smoke Control or Exhaust Systems

Construction permits are required for smoke control or exhaust systems as specified in Section 909 and Section 910 respectively. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

[A] 105.7.18 Electronic Access Control Systems

Construction permits are required for the installation or modification of an electronic access control system, as specified in Section 503 and Section 1008. A separate construction permit is required for the installation or modification of a fire alarm system that may be connected to the access control system. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

[A] 105.7.19 Gates and Barricades

Construction permits are required for the installation or modification of an electronic or manual control system specified in section 503.5 and 503.6. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

[A] 105.7.20 Fire Lands and Traffic Calming Devices

Construction permits are required for the modification of any fire lane and/or for the installation or modification of any traffic calming device. Maintenance performed in accordance with this code is not considered a modification; unless such device is not in compliance with this code, and does not require a permit.

[A] 106 Inspections**[A] 106.2 Inspections****[A] 106.2.1 Inspection Requests**

It shall be the duty of the holder of the permit or their duly authorized agent to notify the *fire code official* when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

Inspection requests shall comply with the Town of Lakewood Village Administrative Procedures.

[A] 106.5 Inspections of Existing Premises

The fire code official or designated representative shall inspect all buildings, premises, or portions thereof as often as may be necessary to ensure continued compliance with the provisions of this code.

An inspection and fee shall be charged. The occupant, lessee, or person making use of the building or premise shall pay said fee(s), as established in Section 113.2, within thirty (30) days of being billed as a condition to continue lawful occupancy of the building or premise. Continued non-compliance may result in the issuance of a citation and subject to the penalties established in Section 109.4.

[A] 106.5.1 Habitual Violations

An occupant, lessee, or person making use of a building or premise that has been cited for a violation of this code, or previous code for the same violation over multiple initial maintenance inspections shall waive right to notice of violation in Section 109.3 and may be immediately issued a citation subject to the penalties as established by Section 109.4.

[A] 109 Violations**[A] 109.4 Violation Penalties**

Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the *approved construction documents* or directive of the *fire code official*, or of a permit or certificate used under provisions of this code, shall be guilty of separate offenses for each day during which the violation is continued after notification. ~~punishable by a fine of not more than [AMOUNT] dollars or by imprisonment not exceeding [NUMBER OF DAYS], or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.~~

[A] 111 Stop Work Order**[A] 111.4 Failure to Comply**

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine, ~~of not less than [AMOUNT] dollars or more than [AMOUNT] dollars.~~

[A] 113 Fees**[A] 113.2 Schedule of Permit Fees**

A fee for each permit, inspection or re-inspection shall be as indicated in the Consolidated Fee Ordinance for the Town of Lakewood Village. ~~A fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority.~~

[A] 113.3 Work Commencing Before Permit Issuance

Any person who commences any work, activity or operation regulated by this code before obtaining the necessary permits shall be subject to penalty of 100 percent of the usual permit fee ~~an additional fee established by the applicable governing authority, which shall be~~ in addition to the required permit fees.

CHAPTER 2. DEFINITIONS

The following additions, deletions and amendments to the ~~2012~~2018 International Fire Code adopted herein and hereby approved and adopted.

202 General Definitions**Ambulatory Care Facility**

Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing or similar care on a less-than-24-hour basis to persons who are rendered incapable of self-preservation by the services provided. This group may include but not limited to the following:

1. Dialysis Centers
2. Sedation Dentistry
3. Surgery Centers
4. Colonic Centers
5. Psychiatric Centers

Atrium

An opening connecting ~~three~~ two or more stories other than enclosed *stairways*, elevators, hoist ways, escalators, plumbing, electrical, air-conditioning or other equipment, which is closed at the top and not defined as a mall. Stories, as used in this definition, do not include balconies within assembly groups or mezzanines that comply with Section 505 of the *International Building Code*.

Fire Watch

A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or standby personnel when required by the fire code official, for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire and notifying the fire department.

Fireworks

Any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, deflagration or detonation, and/or activated by ignition with a match or other heat production device that meets the definition of 1.4G fireworks or 1.3G fireworks as set forth herein.

Fireworks, 1.4G.

Small fireworks devices containing restricted amounts of pyrotechnic composition designed primarily to produce visible or audible effects by combustion. Such 1.4G fireworks which comply with the construction, chemical composition and labeling regulations of the DOTn for Fireworks, UN 0336, and the U.S. Consumer Product Safety Commission as set forth in CPSC 16 CFR Parts 1500 and 1507, are not explosive materials for the purpose of this code.

Fireworks, 1.3G.

Large fireworks devices, which are explosive materials, intended for use in fireworks displays and designed to produce audible or visible effects by combustion, deflagration or detonation. Such 1.3G fireworks include, but are not limited to, firecrackers containing more than 130 milligrams (2 grains) of explosive composition, aerial shells containing more than 40 grams of pyrotechnic composition and other display pieces which exceed the limits for classification as 1.4G fireworks. Such 1.3G fireworks are also described as Fireworks, UN 0335 by the DOTn.

High-Piled Combustible Storage

Storage of combustible materials in closely packed piles or combustible materials on pallets, in racks or on shelves where the top of storage is greater than 12 feet (3658 mm) in height. When required by the *fire code official*, *high-piled combustible storage* also includes certain high-hazard commodities, such as rubber tires, Group A plastics, flammable liquids, idle pallets and similar commodities, where the top of storage is greater than 6 feet (1829 mm) in height.

Any building classified as a group S Occupancy or Speculative Building exceeding 5,000 sq.ft. that has a clear height in excess of 14 feet, making it possible to be used for storage in excess of 12 feet, shall be considered to be high-piled storage. When a specific product cannot be identified, a fire protection system and life safety features shall be installed as for Class IV commodities, to the maximum pile height.

High-Rise Building

A building with an occupied floor located more than ~~55~~ 75 feet (~~16,764mm~~ 22,860 mm) above the lowest level of fire department vehicle access.

Repair Garage

A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification and servicing of motor

vehicles for items such a lube changes, inspections, windshield repair or replacement, shocks, minor part replacement and other such minor repairs.

Self-Service Storage Facility

Real property designed and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-service basis.

Standby Personnel

Qualified fire service personnel approved by the Fire Chief. When utilized, the umber required shall be as directed by the Fire Chief. Charges for utilization shall be as normally calculated by the jurisdiction.

CHAPTER 3. GENERAL REQUIREMENTS

307 Open Burning, Recreational Fires and Portable Outdoor Fireplaces

307.2 Permit Required

A permit shall be obtained from the *Denton County* in accordance with Section 105.6 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, ~~a bonfire~~. Application for such approval shall only be presented by and permits issued to the *owner* of the land upon which the fire is to be kindled.

Examples of state or local law, or regulations referenced elsewhere in this section may include but not be limited to the following:

1. Texas Commission on Environmental Quality guidelines and/or restrictions
2. State, County, or local temporary or permanent bans on open burning.
3. Local written policies as established by the fire code official.

307.4 Location

~~The location for open burning shall not be less than 50 feet (15 240 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 50 feet (15 240 mm) of any structure.~~

Exceptions:

1. ~~Fires in approved containers that are not less than 15 feet (4572 mm) from a structure.~~
2. ~~The minimum required distance from a structure shall be 25 feet (7620 mm) where the pile size is 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height.~~

307.4.3 Portable outdoor fireplaces.

Portable outdoor fireplaces shall be used in accordance with the manufacturer's instructions and shall not be operated within 15 feet (3048 mm) of a structure or combustible material.

Exception:

1. Portable outdoor fireplaces used at one- and two-family dwellings.

2. Except in one- or two-family dwellings when used on a non-combustible or limited combustible surface (i.e. concrete pad or maintained lawn).

307.4.4 Permanent Outdoor Firepit

Permanently installed outdoor firepits for recreational fire purposes shall not be installed within 10 feet of a structure or combustible material.

307.4.5 Trench Burns

Trench burns shall be conducted in air curtain trenches and in accordance with Section 307.2.

307.5 Attendance

Open burning, trench burns, bonfires, or recreational fires and use of portable outdoor fireplaces shall be constantly attended until the fire is extinguished. A minimum of one portable fire extinguisher complying with Section 906 with a minimum 4-A rating or other *approved* on-site fire-extinguishing equipment, such as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization.

308 Open Flames

308.1 General

308.1.4 Open-Flame Cooking Devices

Open-flame cooking devices, charcoal burners and other similar open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family *dwellings, except that LP-gas containers are limited to a water capacity not greater than 50 pounds (33.58 kg) [nominal 20 pounds (9.08 kg) LP-gas capacity] with an aggregate LP-gas capacity not to exceed 100 lbs. (5 containers).*
2. Where buildings, balconies and decks are protected by an *automatic sprinkler system, except that LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pound (9.08 kg) LP-gas capacity], with an aggregate LP-gas capacity not to exceed 40 lbs. (2 containers).*
3. LP-gas cooking devices having LP-gas container with a water capacity not greater than 2¹/₂ pounds [nominal 1 pound (0.454 kg) LP-gas capacity].

308.1.6 Open-Flame Devices

308.1.6.2 Portable Fueled Open-Flame Devices

Portable open-flame devices fueled by flammable or combustible gases or liquids shall be enclosed or installed in such a manner as to prevent the flame from contacting combustible material.

Exceptions:

1. LP-gas-fueled devices used for sweating pipe joints or removing paint in accordance with Chapter 61.
2. Cutting and welding operations in accordance with Chapter 35.
3. Torches or flame-producing devices in accordance with Section 308.1.3. Section 308.4.
4. Candles and open-flame decorative devices in accordance with Section 308.3.

311 Vacant Premises

311.5 Placards

The fire code official is authorized to require marking of any vacant or abandoned buildings or structures determined to be unsafe pursuant to Section 110 of this code relating to structural or interior hazards shall be marked as required by Sections 311.5.1 through 311.5.5.

32019 Burn Ban

32019.1 General

In the event that a fire emergency declaration (burn ban) is issued by the County of Denton, Texas, through proclamation or Executive Order of the Denton County Commissioners Court; that ban shall become enforceable within the Town limits of Lakewood Village and be in effect from the date executed until such time the declaration/ban expires or is terminated.

32019.2 Definition

The definition of combustible materials in the section shall include but not limited to, the use of all fireworks, discarding of cigarettes or other flammable materials, materials used in activities such as welding and any other activity that could result in fire.

32019.3 Violation

The use of a combustible material or knowingly and willingly allowing the use of a combustible material on private property or in any outdoor environment by any person is prohibited while this section is in effect.

A violation of this section is a separate and distinct offense of other provisions of this code.

32019.4 Outdoor Cooking

All outdoor cooking or open flame device while this section is in effect are prohibited.

Exceptions:

1. The cooking device is propane or natural gas and has a complete and full enclosure that is utilized at all times.
2. The cooking device is wood or charcoal and has a complete and full enclosure that is utilized, and all areas around the cooking device shall be clear of vegetation and/or combustible materials or debris for a 5 foot (1524 mm) radius

32019.5 Hot Work / Welding

Where welding must be performed in the field, the following mitigating efforts will be in force while this section is in effect.

32019.5.1 Open Hot-Work

1. All areas where welding, cutting or grinding operations are being performed will be free of vegetation and/or combustibles for at least thirty feet in all directions;
2. Winds speed must be no more than 20 miles per hour while performing welding, cutting or grinding operations outside of approved barriers or enclosures;
3. Relative humidity must be above 25%
4. Each site will have the ability to call 911 for emergency response;
5. A dedicated fire watch person will attend each welder, cutter, grinder or any activity that causes a spark;
6. A minimum of one (1) water pressure fire extinguisher or pressurized water source per fire watch person is required;
7. If an emergency exists where welding has to be performed, the Fire Marshall may issue a temporary exception to the order.
8. All persons must report the intent to perform hot work to the Town of Lakewood Village Fire Cod Official prior to work commencing. Unreported hot work is in violation of this order.

32019.5.2 Enclosed Hot-Work

1. All welding, cutting and grinding operations may be performed in a total welding enclosure, or "welding box", that is sufficiently high to control sparks and includes a fire retardant cover over the top.
2. All areas where welding, cutting or grinding operations are being performed will be free of vegetation and/or combustibles for at least twenty feet in all directions;
3. Winds speed must be no more than 22 miles per hour while performing welding, cutting or grinding operations;
4. Relative humidity must be above 20%;
5. Each site will have the ability to call 911 for emergency response;
6. A dedicated fire watch person will attend each welder, cutter, grinder or any activity that causes a spark;
7. A minimum of one (1) water pressure fire extinguisher or pressurized water source per fire watch person is required;
8. Where welding (above ground and sub-surface) is required in an area where there is a potential for a hazardous atmosphere, barriers will be substituted for total enclosures (e.g. "wind walls") to prevent sparks from coming in contact with any combustible material and/or vegetation;
9. The barriers will be installed to allow ventilation of the work area and ingress and egress to the work area for personnel safety;
10. Sub-surface, or "bell hole", welding and grinding operations within approved excavations are allowed if all other "enclosed" mitigation efforts are in compliance;

11. If an emergency exists where welding has to be performed, the Fire Marshall may issue a temporary exception to the order.
12. All persons must report the intent to perform hot work to the Lakewood Village Fire Code Official prior to work commencing. Unreported hot work is in violation of this order.

32019.6 Burn Permits

All burn permits, regardless of whether previously issued shall be suspended for the duration of the burn ban.

32019.7 Penalty

Penalty for violation(s) of the section are established in Sec 109.3 of this code as adopted.

CHAPTER 4. EMERGENCY PLANNING AND PREPAREDNESS

401 General

401.3 Emergency Responder Notification

401.3.2 Alarm Activations

Upon activation of a fire alarm signal, employees or staff shall immediately notify the fire department. All occupants of that facility shall follow their fire department approved evacuation plan or immediately evacuate the facility and shall not return until authorized by the fire department personnel.

401.9 False Alarms and Nuisance Alarms

False alarms and nuisance alarms shall not be given, signaled or transmitted or caused or permitted to be given, signaled or transmitted.

405 Emergency Preparedness Requirements

403.5 Group E Occupancies

An approved fire safety and evacuation plan in accordance with Section 404 shall be prepared and maintained for Group E occupancies and for buildings containing both a Group E occupancy and an atrium. A diagram depicting two evacuation routes shall be poste din as conspicuous location in each classroom. Group E occupancies shall comply with Sections 403.5.1 through 403.5.3.

CHAPTER 5. FIRE SERVICE FEATURES

501 General

501.4 Timing of Installation

When fire apparatus access roads or a water supply for fire protection is required to be installed for any structure or development, they shall be installed, tested and approved prior to the time of which construction has progress beyond completion of the foundation of any structure. ~~And made serviceable prior to and during the time of construction except when approved alternative methods~~

~~of protection are provided. Temporary street signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles in accordance with Section 505.2.~~

503 Fire Apparatus Access Roads

503.1 Where Required

503.1.1 Buildings and Facilities

Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an *approved* route around the exterior of the building or facility.

Fire lane measurements shall be as the hose lays, begin from the centerline of the fire lane and unobstructed by any barriers. Except for one- or two-family dwellings, the path of measurement shall be along a minimum of a ten feet (10') wide unobstructed path around the external walls of the structure. A five-foot wide level pathway shall be provided unobstructed through all barriers. A continuous row of parking between the fire lane and the structure shall be considered a barrier.

Exception: The *fire code official* is authorized to increase the dimension of 150 feet (45 720 mm) where:

1. The building is equipped throughout with an *approved automatic sprinkler system* installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.
2. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an *approved* alternative means of fire protection is provided.
3. There are not more than two Group R-3 or Group U occupancies.

503.1.2 Additional Access

The *fire code official* is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.

503.2 Specifications

Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.8.

Fire lanes provided during the platting process shall be so indicated on the plat as an easement. Where fire lanes are provided and a plat is not required, the limits of the fire lane shall be shown on a site plan and placed on permanent file with the Town's Planning Department.

503.2.1 Dimensions

Fire apparatus access roads shall have an unobstructed width of not less than ~~24~~ 20 feet (~~7315~~ 6096 mm), ~~exclusive of shoulders~~, except for *approved* security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than ~~14~~ 13 feet ~~6 inches~~ (~~4267~~ 4115 mm).

When servicing a structure of greater than two stories in height, a 26 foot fire lane is required. Any such fire lane easement shall either connect both ends to a dedicated street or be provided with a turnaround having a minimum outer radius of 50 feet.

503.2.1.2 Radius

All curve or turn radii must be sufficient to accommodate the turning profile of the largest first-alarm emergency apparatus provided by or available to the Little Elm Fire Department through mutual/automatic aid agreement.

This may be accomplished by use of minimum turn requirements for an AASHTO WB-50 vehicle. Twenty-foot (20') minimum radius is preferred. Conformance must be demonstrated by including a scale illustration on the submitted site plan showing the turning of an AASHTO WB-50 vehicle within the proposed fire lanes.

Fire lane designs shall be provided during the site plan process or when appropriate if site plan approval is not required.

503.2.2 Authority

The *fire code official* shall have the authority to require an increase in the minimum access widths, vertical clearances, and radii where they are inadequate for fire or rescue operations.

503.2.3 Surface

Fire lane and fire apparatus access roads shall be constructed to meet the Town of Lakewood Village Engineering Standards. ~~designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.~~

All fire lanes shall be maintained and kept in good state of repair at all times by the owner and the Town of Lakewood Village shall not be responsible for maintenance thereof. It shall further be the responsibility of the owner to ensure that all fire lane markings required by Section 503.3 be kept so that they are easily distinguishable to the public.

503.2.5 Dead-Ends

Dead-end fire apparatus access roads are not permitted. ~~in excess of 150 feet (45 720 mm) in length shall be provided with~~ An *approved* fire department turn around shall be required. ~~area for turning around fire apparatus.~~

503.3 Marking

~~Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING—FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.~~

Striping, signs, or other markings, when approved by the code official, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

1. Striping. Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6") in width to show the boundaries of the lane. The words "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" shall appear in four inch (4") white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.
2. Sign. Signs shall read "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" and shall be 12" wide and 18" high. Signs shall be painted on a white background with letters and borders in red, using not less than 2" lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6'6") above finished grade. Signs shall be spaced not more than fifty feet (50') apart. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

503.4 Obstructions of Fire Apparatus Access Roads

~~Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 shall be maintained at all times.~~

Fire apparatus roads shall not be obstructed in any manner, including the parking of vehicles, whether attended or unattended for any period of time. Persons in charge of a construction project, such as, but not limited to, a General Contractor, are responsible to ensure that fire lanes are kept clear of vehicles and other obstructions at all times and may be issued a citation for non-compliance under this section. The minimum widths and clearances established in Section 503.2.1 and any area marked as a fire lane as described in Section 503.3 shall be maintained at all times. The Little Elm Fire Chief, Chief Building Official, Fire Marshall, Lakewood Village Mayor, and Lakewood Village Mayor Pro-Tem, and their designated representatives are authorized to remove or cause to be removed any material, vehicle or object obstructing a fire lane at the expense of the owner of such material, vehicle or object.

503.4.1 Traffic Calming Devices

Traffic calming devices shall be prohibited unless approved by the fire code official. A permit shall be required as per Section 105.7 of this code and the construction of such devices shall comply with the Fire Marshall's Office's Procedures and Specification Guide.

503.4.2 Obstruction and Control

No owner or person in charge of any premises served by a fire lane or access easement shall abandon, restrict or close any fire lane or easement without first securing a permit as required in 105.7 of this code and securing from the Town of Lakewood Village approval of an amended plat or other acceptable legal instrument showing the removal of the fire lane.

503.6 Security Gates

The installation of security gates across a fire apparatus access road shall be *approved* by the fire chief. Where security gates are installed, they shall have an *approved* means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be *listed* in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200.

The installation of security gates or other devices intended to limit the access of vehicles or persons shall require a permit as established in Section 105.7 and shall comply with the Fire Marshall's Office's Procedures and Specification Guide.

505 Premises Identification

505.1 Address Identification

New and existing buildings shall have *approved* address numbers, building numbers or *approved* building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall be substantially contrasting with their background. Where required by the *fire code official*, address numbers shall be provided in additional *approved* locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. ~~Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained.~~ Address numbering shall comply with the following:

505.1.1 Single Family Homes

Minimum 4" high, 5/8" stroke.

505.1.2 Multifamily Communities

Street Address shall be a minimum of 12 inch high with a 2" stroke. Individual building numbers shall be a minimum of 18" high with a 3" stroke. Buildings over 100 feet in length require a minimum of two (2) numbers per building. Apartment spread numbers shall be a minimum of 7" high with a one inch stroke and corridor spread numbers shall be a minimum of 4" high with a 5/8 inch brush stroke. Individual apartment unit numbers shall be a minimum of 4" in height with a 5/8 inch stroke.

505.1.3 Large Office and Warehouse Buildings

Address must be visible from all access directions. Number shall be a minimum of 24 inches in height with a 4 inch stroke. Buildings over 500 feet long shall have two address locations if more than one access point is visible. Suite numbers shall be required for multi-tenant complexes and shall be located over the front door and on the rear door, six inches in height with a one inch brush stroke.

505.1.4 Shopping Centers, High Rise Buildings and Other Applications.

A minimum of 10 inch high numbers with a 2" brush stroke shall be visible from all access directions. Suite numbers are required over the door with 4" high numbers with a 5/8 inch brush stroke. Buildings beyond 100 feet from the street and 10,000 square feet shall install 12 to 18 inch numbers as determined by the fire code official.

505.1.5 Marquee and monument

Addresses installed on a marquee located next to the street will require numbers 8 inch high with a two inch brush stroke to be located a minimum of 3 feet above grade. Marquee and Monument signs must also comply with other Town of Lakewood Village Sign Ordinance Requirements.

505.3 Directional / Equipment ID Signage

Directional and equipment identification signage shall be provided by the building owner on all new and existing buildings where required by the fire code official and shall meet the requirements as set forth in the Fire Marshall's Office's Procedures and Specification Guide.

506 Key Boxes

506.1 Where Required

Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the *fire code official* is authorized to require a key box to be installed in an *approved* location. The key box shall be of an *approved* type listed in accordance with UL 1037, and shall contain keys to gain necessary access as required by the *fire code official*.

All new and existing occupancies, except one- and two- family residences, shall provide (a) lock box (es) as specified in the Fire Marshall's Office's Procedures and Specification Guide. Existing properties that are equipped with a lockbox that is of inadequate size shall be upgraded to a size appropriate.

507 Fire Protection Water Services

507.1 Where Required

507.1.1 Water Distribution Systems

Water distribution systems shall be designed meeting the minimum criteria in sections 507.1.1.1 through 507.1.1.4 and approved by the AHJ.

507.1.1.1 Fire Protection and Hydrants

The minimum size of water mains, for providing fire protection and serving fire hydrants shall be 6 inches in diameter.

507.1.1.2 Minimum Standards for Distribution Piping

Distribution piping shall be sized to meet design flow as determined by hydraulic analysis on water system flow gradients. The minimum size in a distribution system shall be 6 inches in diameter. Larger main sizes may be necessary to achieve required fire flow and maintain residual pressure specified for both domestic consumption and fire flow. The piping sizes must meet standards specified in Table 507.1.1.2.

TABLE 507.1.1.2. Minimum Standards for Distribution Piping

<u>Appurtenance</u>	<u>Minimum Standard</u>
<u>Smallest pipe for hydrant feed¹</u>	<u>6 inches</u>
<u>Smallest pipe in distribution system</u>	<u>8 inches</u>
<u>Smallest branching pipes that are dead ends</u>	<u>8 inches</u>
<u>Smallest pipe in high value district</u>	<u>8 inches</u>
<u>Smallest pipe on principal streets in business, commercial, multifamily districts or complexes</u>	<u>12 inches</u>
<u>Main supplying 3 or more hydrants^{1,2}</u>	<u>12 inches</u>

¹fire suppression system supply mains are considered as a “hydrant” for pipe sizing

²Does not apply to residential developments

507.1.1.3 Looped System Requirements for Secondary Feeders

A looped secondary feeder system shall be installed to supply all buildings with a fire flow over 1,000 gpm or in high value, commercial, business, and multifamily districts, or as determined by the AHJ.

507.1.1.4 Looped System Requirements for Distributor Mains

Where a distributor main supplies 3 or more fire hydrants or fire suppression system supply mains, the distribution system shall be looped.

507.1.1.5 Valves in Distribution Systems

Valves shall be installed along water distribution lines as required by the Town of Lakewood Village.

507.4 Water Supply Test Date and Information

The water supply test used for hydraulic calculation of fire protection systems shall be conducted in accordance with NFPA 291 “Recommended Practice for Fire Flow Testing and Marking of Hydrants” and within one year of sprinkler plan submittal. Test shall be conducted by Town Lakewood Village or contractor approved by the Fire Code Official. The exact location of the static/residual hydrant

and the flow hydrant shall be indicated on the design drawings. All fire protection plan submittals shall be accompanied by a hard copy of the waterflow test report, or as approved by the *fire code official*. The report must indicate the dominant water tank level at the time of the test and the maximum and minimum operating levels of the tank, as well, or identify applicable water supply fluctuation. The licensed contractor must then design the fire protection system based on this fluctuation information, as per the applicable referenced NFPA standard. Reference Section 903.3.5 for additional design requirements.

~~The *fire code official* shall be notified prior to the water supply test. Water supply tests shall be witnessed by the *fire code official* or approved documentation of the test shall be provided to the *fire code official* prior to final approval of the water supply system.~~

507.5 Fire Hydrant Systems

507.5.1 Where Required

As properties develop, fire hydrants shall be located at all intersecting streets and at the maximum spacing indicated in Table 507.5.1. Distances between hydrants shall be measured along the route that fire hose is laid by a fire vehicle from hydrant to hydrant.

TABLE 507.5.1

MAXIMUM DISTANCE BETWEEN HYDRANTS

OCCUPANCY	SPRINKLERED	NOT SPRINKLERED
Residential (1 & 2 Family)	600 feet	500 feet
Residential (Multi-Family)	400 feet	300 feet
All Other	500 feet	300 feet

There shall be a minimum of two (2) fire hydrants serving each property within the prescribed distance listed in Table 507.5.1.

Protected Properties. Fire Hydrants shall be installed along fire lanes with spacing as required for street installations specified in 507.5.1. In addition, hydrants required to provide supplemental water supply for automatic fire protection systems shall be within 100 feet of the fire department connection (FDC) for such systems.

~~Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an *approved* route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the *fire code official*.~~

Exceptions:

- ~~1. For Group R-3 and Group U occupancies, the distance requirement shall be 600 feet (183 m).~~

2. ~~For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2, the distance requirement shall be 600 feet (183 m).~~

507.5.4 Obstruction

Unobstructed access to fire hydrants shall be maintained at all times. Post, fences, vehicles, growth, trash, storage and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections or fire protection system control valves in a manner that would prevent such equipment or fire hydrant from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment. or fire hydrants. The Fire Chief, and their designated representatives are authorized to remove or cause to be removed any material, vehicle or object obstructing a fire hydrant, fire department inlet connection or fire protection system control valves at the expense of the owner of such material, vehicle or object.

507.5.7 Fire Hydrant Type

All hydrants shall be of the three-way type with National Standard threads, breakaway construction, minimum 5 1/4" valve opening, and shall comply with the latest AWWA specification C-502. The hydrant shall have a 4 1/2" large connection with a 5" Hydra-Storz quick connection by Hydra-Shield and with two 2 1/2" side connections and shall be placed on water mains of no less than six inches (6") in size. Fire hydrants shall be Mueller "Centurion" or approved equal.

507.5.8 Valves

Valves shall be placed on all fire hydrants leads.

507.5.9 Breakaway Point

Fire hydrants shall be installed so that the breakaway point is no less than three (3) inches, and no greater than five (5) inches above the grade surface.

507.5.10 Curb Line

Fire hydrants shall be located a minimum of two (2) feet and a maximum of six (6) feet behind the curb line. No fire hydrant shall be placed in a cul-de-sac or the turning radius of fire lanes.

507.5.11 Positioning

All fire hydrants shall be installed so that the 4 1/2" connection will face the fire lane or street.

507.5.12 Limiting Access Obstruction

Fire hydrants, when placed at intersections or access drives to parking lots, shall be placed so that the minimum obstruction of the intersection or access drive will occur when the hydrant is in use.

507.5.13 Private Property

Fire hydrants located on private property shall be accessible to the fire department at all times.

All fire hydrants placed on private property shall be adequately protected by either curb stops or concrete post or other approved methods. Such stops shall be the responsibility of the landowner on which the fire hydrant is installed.

507.5.14 Location to Building

No fire hydrant shall be located closer than 40 feet to a non-residential building or structure

507.5.15 Identification

An approved blue, two-sided reflector shall be utilized to identify each hydrant location. The reflector shall be affixed to the center line of each roadway or fire access lane opposite fire hydrants.

507.5.16 Color

Fire hydrant caps and bonnet shall be painted according Little Elm Engineering Department Standards

509 Fire Protection and Utility Equipment Identification and Access

509.1 Utility Identification

Fire protection equipment shall be identified in an accordance with the Fire Marshall's Offices' Procedures and Specification Guide. ~~approved manner.~~ Rooms containing controls for air-conditioning systems, sprinkler risers and valves, or other fire detection, suppression or control elements shall be identified for the use of the fire department. *Approved* signs required to identify fire protection equipment and equipment locations shall be constructed to the Fire Marshall's Offices' Procedures and Specification Guide. ~~of durable materials, permanently installed and readily visible.~~

~~CHAPTER 6. BUILDING SERVICES AND SYSTEMS~~

~~603 Fuel Fired Appliances~~

~~603.3 Fuel Oil Storage Systems~~

~~603.3.2 Fuel Oil Storage Inside Buildings~~

~~603.3.2.1 Quality Limits~~

~~One or more fuel oil storage tanks containing Class II or III combustible liquid shall be permitted in a building. The aggregate capacity of all such tanks shall not exceed 660 gallons (2498 L).~~

~~Exception:~~ ~~The aggregate capacity limit shall be permitted to be increased to 3,000 gallons (11 356 L) in accordance with all requirements of Chapter 57. of Class II or III liquid for storage in protected above-ground tanks complying with Section 5704.2.9.7, when all of the following conditions are met:~~

- ~~1. The entire 3,000 gallon (11 356 L) quantity shall be stored in protected above-ground tanks;~~
- ~~2. The 3,000 gallon (11 356 L) capacity shall be permitted to be stored in a single tank or multiple smaller tanks; and~~
- ~~3. The tanks shall be located in a room protected by an automatic sprinkler system complying with Section 903.3.1.1.~~

603.3.2.2 Restricted Use and Connections

~~Tanks installed in accordance with Section 603.3.2 shall be used only to supply fuel oil to fuel-burning or generator equipment installed in accordance with Section 603.3.2.4. Connections between tanks and equipment supplied by such tanks shall be made using closed piping systems.~~

604 Emergency and Standby Power Systems

604.1 Installation

~~Emergency and standby power systems required by this code or the *International Building Code* shall be installed in accordance with this code, NFPA 110 and NFPA 111. Existing installations shall be maintained in accordance with the original approval, except as specified in Chapter 11.~~

604.1.2 Critical Operations Power Systems (COPS)

~~For Critical Operations Power Systems necessary to maintain continuous power supply to facilities or parts of facilities that require continuous operation for the reasons of public safety, emergency management, national security, or business continuity, see NFPA 70.~~

604.2 Where Required

~~Emergency and standby power systems shall be provided where required by Sections 604.2.1 through 604.2.24 or elsewhere identified in this code or any other referenced code. 604.2.18.4.~~

604.2.1 Emergency Voice/Alarm Communications Systems

~~Emergency power shall be provided for emergency voice/alarm communication systems in the following occupancies, or specified elsewhere in this code Group A occupancies in accordance with Section 907.2.1.1.~~

~~Covered and Open Malls, Section 604.2.13~~

~~Group A occupancies, Sections 907.2.1.1 and 907.5.2.2.4.~~

~~Special Amusement buildings, Section 907.2.12.3~~

~~High-rise buildings, Section 907.2.13~~

~~Atriums, Section 907.2.14~~

~~Deep Underground buildings, Section 907.2.19~~

604.2.2 Smoke Control Systems

~~Standby power shall be provided for smoke control systems in the following occupancies, or as specified elsewhere in this code, in accordance with Section 909.11.~~

~~Covered mall building, IBC, Section 404.5~~

~~Atriums, IBC, Section 404.7~~

~~Underground buildings, IBC, Section 405.5~~

~~Group I-3, IBC, Section 408.9 Stages, IBC, Section 410.3.7.2~~

~~Special Amusement buildings (as applicable to Group A's), IBC, Section 411.1~~

~~Smoke protected seating, Section 1028.6.2.1~~

604.2.3 Exit Signs

~~Emergency power shall be provided for exit signs in accordance with Section 1011.6.3. (90 minutes)~~

604.2.4 Means of Egress Illumination

~~Emergency power shall be provided for means of egress illumination in accordance with Section 1006.3. (90 minutes)~~

604.2.9 Membrane Structures

~~Emergency power shall be provided for exit signs in temporary tents and membrane structures in accordance with Section 3103.12.6.1. Standby power shall be provided for auxiliary inflation systems in permanent membrane structures in accordance with the International Building Code. (4 hours)~~

604.2.19 Smoke proof Enclosures and Stair Pressurization Alternative

~~Standby power shall be provided for smoke proof enclosures, stair pressurization alternative and associated automatic fire detection systems as required by the International Building Code, Section 909.20.6.2.~~

604.2.20 Elevator Pressurization

~~Standby power shall be provided for elevator pressurization system as required by the International Building Code, Section 909.21.5.~~

604.2.21 Elimination of Smoke Dampers in Shaft Penetrations

~~Standby power shall be provided when eliminating the smoke dampers in ducts penetrating shafts in accordance with the International Building Code, Section 717.5.3, exception 2.3.~~

604.2.22 Common Exhaust Systems for Clothes Dryers

~~Standby power shall be provided for common exhaust systems for clothes dryers located in multistory structures in accordance with the International Mechanical Code Section 504.8, item 7.~~

604.2.23 Hydrogen Cutoff Rooms

~~Standby power shall be provided for mechanical ventilation and gas detection systems of Hydrogen Cutoff Rooms in accordance with the International Building Code, Section 421.8.~~

604.2.24 Means of Egress Illumination in Existing Buildings

~~Emergency power shall be provided for means of egress illumination in accordance with Section 1104.5 and 1104.5.1 when required by the fire code official. (90 minutes in I-2, 60 minutes elsewhere.)~~

604.7 Energy Time Duration

~~Unless a time limit is specified by the fire code official, in this chapter or elsewhere in this code, or in any other referenced code or standard, the emergency and standby power system shall be supplied with enough fuel or energy storage capacity for not less than 2-hour full-demand operation of the system.~~

~~Exception: Where the system is supplied with natural gas from a utility provider and is approved.~~

CHAPTER 7. FIRE RESISTANCE-RATED CONSTRUCTION

704 Floor Openings and Shafts

704.1 Enclosure

~~Interior vertical shafts including, but not limited to, stairways, elevator hoistways, service and utility shafts, that connect two or more stories of a building shall be enclosed or protected in accordance with the codes in effect at the time of construction but, regardless of when constructed, not less than as required in Chapter 46. New floor openings in existing buildings shall comply with the International Code, as required in Chapter 11. New floor openings in existing buildings shall comply with the International Building Code.~~

CHAPTER 8 INTERIOR FINISH, DECORATIVE MATERIALS AND FURNISHINGS

807 Decorative Materials other than Decorative Vegetation in new and Existing Buildings

807.54 Occupancy Based Requirements

807.4.3 Group E

807.4.3.2 Artwork

~~Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area and on the walls of classrooms to not more than 50 percent of each wall area. Such material shall not be continuous from floor to ceiling or wall to wall.~~

~~Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceiling shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.~~

~~Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.~~

807.54.34 Group ~~El-4, Day Care Facilities~~**807.5.3.2 Artwork in Corridors**

Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 50 percent of the wall area. Such material shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceiling shall meet the flame propagation performance criteria of NFP A 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

807.54.34.32 Artwork in Classrooms

Artwork and teaching materials shall be limited on the walls of *corridors* to not more than 20 percent of the wall area and on the walls of classrooms to not more than 50 percent of each wall area. Such material shall not be continuous from floor to ceiling or wall to wall.

Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceiling shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

Artwork and teaching materials shall be limited on walls of classrooms to not more than 2050 percent of the specific wall area to which they are attacheds wall area to which they are attached. Such material shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceiling shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Classrooms protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

CHAPTER 9 FIRE PROTECTION SYSTEMS**901 General****901.4 Installation****901.4.3 Fire Areas**

Where buildings, or portions thereof, are divided into fire areas so as not to exceed the limits established for required a fire protection system in accordance with this chapter, such fire areas shall be separated by fire barriers constructed in accordance with Section 707 of the International Building Code or horizontal assemblies construed in accordance with Section 711 of the International Building Code, or both, having a fire-resistance rating of not less than that

determined in accordance with Section 707.3.10 of the International Building Code. [The Fire Department does not recognize separation walls.](#)

901.4.6 Pump and Riser Room Size

901.4.6.51 Automatic Fire Sprinkler Control Room (Riser Rooms)

Riser rooms shall be used for the purpose of fire suppression, fire alarm and control systems only. The following are prohibited equipment and/or facilities in a riser room: mop sinks, roof access, electrical equipment and all storage.

901.4.6.62 Riser Room Size

Riser rooms shall be so constructed to a size that facilitates maintenance and where fire operations can be performed. Minimum riser room size for a “shotgun” riser is 6 feet by 6 feet.

901.4.6.73 Lighting

Riser rooms shall be provided with an emergency light.

901.4.6.84 Temperature of Riser Room

Riser rooms shall be provided with a suitable means for maintaining the temperature above 40 degrees Fahrenheit (5 degrees Celsius).

901.4.6.95 Riser Room Access

All Riser rooms shall be directly and only accessible from the exterior of the structure. All new and existing riser rooms shall be identified in accordance to the Fire Marshall’s Office’s Procedures and Specification Guide.

901.6 Inspection, Testing and Maintenance

901.6.1 Standards

901.6.1.1 Standpipe Testing

Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

1. The piping between the Fire Department Connection (FDC) and the standpipe shall be hydrostatically tested for all FDC’s on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different type of standpipe systems.
2. For any manual (wet or dry) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the fire code official) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to

introducing water into a dry standpipe. There are no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.

3. Any pressure relief, reducing or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.
4. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the fire code official.
5. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth-Year" for Type ITM, and the note on the back of the tag shall read "5 year Standpipe Test" at a minimum.
6. The procedures required by Texas Administrative code Fire Sprinkler Rules with regard to Yellow Tag and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (fire code official) shall be followed.
7. Additionally, records or the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.
8. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected night time freezing conditions.
9. Contact the fire code official for request to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the fire code official.

901.6.4 False Alarms and Nuisance Alarms

False alarms and nuisance alarms shall not be give, signaled or transmitted or caused or permitted to be give, signaled or transmitted in any manner.

901.7 Systems of Service

Where a required *fire protection system* is out of service or in the event of an excessive number of activations, the fire department and the *fire code official* shall be notified immediately and, where required by the *fire code official*, the building shall either be evacuated or an *approved* fire watch shall be provided for all occupants left unprotected by the shutdown until the *fire protection system* has been returned to service.

Where utilized, fire watches shall be provided with at least one *approved* means for notification of the fire department and their only duty shall be to perform constant patrols of the protected premises and keep watch for fires.

901.11 Discontinuation or Change of Service

Notice shall be made to the fire code official whenever contracted alarm services for monitoring of any fire alarm system is terminated for any reason, or a change in alarm monitoring provider occurs. Notice shall be made in writing to the fire code official by the building owner and alarm service provider prior to the service being terminated.

903 Automatic Fire Sprinkler Systems

903.1 General

903.1.1 Alternative Protection

Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted in addition to ~~lieu of~~ automatic sprinkler protection where recognized by the applicable standard and *approved by the fire code official.*

903.1.2.2 Attics, Open Breezeways, and Attached Garages.

Sprinkler protection is required in attic spaces of such buildings two or more stories in height, open breezeways, and attached garages.

903.2 Where Required

Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12.

Exception: Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour *fire barriers* constructed in accordance with Section 707 of the *International Building Code* or not less than 2-hour *horizontal assemblies* constructed in accordance with Section 711 of the *International Building Code*, or both.

Automatic sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances. Storage shall not be allowed within the elevator machine room. Signage shall be provided at the entry door to the elevator machine room indicating "ELEVATOR MACHINERY – NO STORAGE ALLOWED."

903.2.9 Group S-1

903.2.9.3 Self-Service Storage Facility

An automatic sprinkler system shall be installed throughout all self-service storage facilities.

A screen shall be installed at eighteen (18") inches below the level of the sprinkler heads to restrict storage above that level. This screen shall be a mesh of not less than one (1) inch not greater than six (6") inches in size. This screen and its supports shall be installed such that all elements are at least eighteen (18") inches below any sprinkler head.

Exception: One-story self-service storage facilities that have no interior corridors, with a one-hour fire barrier separation wall installed between every storage compartment.

903.2.11 Specific Building Areas and Hazards

903.2.11.3 Non-Residential Buildings 35 Feet or More in Height

An automatic sprinkler system shall be installed throughout non-residential buildings with a floor level, other than penthouses in compliance with Section 1509 of the International Building Code having an occupant load of 30 or more that is located 35 55 feet (10,668 mm) (16 764 mm) or more above the lowest level of fire department vehicle access.

Exceptions:

1. Airport control towers.

12. Open parking structures in compliance with Section 406.5 of the International Building Code.

23. Occupancies in Group F-2.

903.2.11.7 High-Piled Combustible Storage

For any building with a clear height exceeding 12 feet (4572mm), see Chapter 32 to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms

New and existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system.

903.2.11.9 Non-Single Family Residential Buildings over 5,000 sq. ft.

An automatic fire sprinkler system shall be installed throughout all non-single family residential buildings with a building area 5,000 sq. ft. or greater, in all existing buildings that are enlarged to be 5,000 sq. ft. or greater, and in all existing buildings that the cumulative remodel over any period of time that is equal to or greater than 5,000 sq. ft.. For the purpose of this provision, fire walls shall not define separate buildings.

Exception: Open parking garages in compliance with Section 406.5 of the International Building Code.

903.3 Installation Requirements

903.3.1 Standards

903.3.1.1 NFPA 13 Sprinkler Systems

903.3.1.1.1 Exempt Locations

Where approved by the fire code official, automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an *approved* automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, of fire-resistance rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when *approved by the fire code official*.
3. Generator and transformer rooms separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a *fire-resistance rating* of not less than 2 hours.
- ~~4. Rooms or areas that are of noncombustible construction with wholly noncombustible contents.~~
- ~~5. Fire service access elevator machine rooms and machinery spaces.~~
6. Elevator machine rooms, and machinery spaces, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstance.
~~associated with occupant evacuation elevators designed in accordance with Section 3008 of the *International Building Code*.~~

903.3.1.2 NFPA 13R Sprinkler Systems

903.3.1.2.3 Attached Garages and Attics

Attic protection shall be provided as follows: Sprinkler protection is required in attached garages and in the following attic spaces:

1. Attics that are used or intended for living purpose or storage shall be protected by an automatic sprinkler system.
2. Where fuel-fired equipment is installed in an unsprinklered attic, not fewer than one quick-response intermediate temperate sprinkler shall be installed above the equipment.
3. Attic spaces of buildings that are two or more stories in height above grade plane or above the lowest level of fire department vehicle access.

Where located in a building of Type III, Type IV or Type V construction designed in accordance with Section 510.2 or 510.4 of the International Building Code, attics not required by Item 1 to have sprinklers shall comply with one of the follow if the roof assembly is located more than 55 feet (16,764 mm) above the lowest level of required fire department vehicle access:

- 3.1 Provide automated sprinkler system protection.

~~3.2 Construct the attic using noncombustible materials.~~

~~3.3 Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the International Building Code.~~

~~3.4 Fill the attic with noncombustible insulation.~~

4. Group R-4, condition 2 occupancy attics not required by item 1 or 3 to have sprinklers shall comply with one of the following:

~~4.1 Provide automatic sprinkler system protection.~~

~~4.2 Provide a heat detection system throughout the attic that is arranged to activate the building fire alarm system.~~

~~4.3 Construct the attic using noncombustible materials.~~

~~4.4 Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the International Building Code.~~

~~4.14.5 Fill the attic with noncombustible insulation.~~

~~903.3.1.2.2 Attics, Open Breezeways, and Attached Garages~~

~~Sprinkler protection is required in attic spaces of such buildings two or more stories in height, open breezeways, and attached garages.~~

903.3.1.3 NFPA 13D Sprinkler Systems

Where allowed, automatic sprinkler systems installed in one and two-family dwellings, Group R-3 and R-4 ~~congregate living facilities~~ and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

903.3.5 Water Supplies

~~Water supplies for automatic sprinkler systems shall comply with this section and the standards referenced in Section 903.3.1. The potable water supply shall be protected against backflow in accordance with the requirements of this section and the International Plumbing Code.~~

~~Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every fire protection system shall be designed with a 10 psi safety factor.~~

903.3.7 Fire Department Connections

The location of fire department connections shall be installed in accordance with Section 912~~approved by the fire code official~~ and shall be remote from the building (outside of the collapse zone), placed adjacent to the primary fire lane access for the building served and signed in accordance with the Fire Marshall's Office's Procedures and Specification Guide.

FDC shall be five-inch (5") Storz connection with a 30-45 degree down elbow with chained cap. Traditional 2-way Siamese connection with caps may be used when approved by the Fire Department.

Where the FDC is serving more than 500 GPM the building shall be provided with one 5-inch Storz connection and one 2-way Siamese connection.

903.4 Sprinkler System Supervision and Alarms

All valves controlling the water supply for *automatic sprinkler systems*, pumps, tanks, water levels and temperatures, critical air pressures and water-flow switches on all sprinkler systems shall be electrically supervised by a *listed* fire alarm control unit.

Exceptions:

1. *Automatic sprinkler systems* protecting one- and two-family *dwelling*s.
2. Limited area systems serving fewer than 20 sprinklers.
3. *Automatic sprinkler systems* installed in accordance with NFPA 13R where a common supply main is used to supply both domestic water and the *automatic sprinkler system*, and a separate shutoff valve for the *automatic sprinkler system* is not provided.
4. Jockey pump control valves that are sealed or locked in the open position.
5. Control valves to commercial kitchen hoods, paint spray booths or dip tanks that are sealed or locked in the open position.
6. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.
7. Trim valves to pressure switches in dry, pre-action and deluge sprinkler systems that are sealed or locked in the open position.

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

903.4.2 Alarms

An approved audible device, located on the exterior of the building in an *approved* location, shall be connected to each *automatic sprinkler system*. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the *automatic sprinkler system* shall actuate the building fire alarm system.

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

904 Alternative Automatic Fire Extinguishing Systems

904.1~~21~~ Commercial Cooking Systems

904.1~~21~~.56 Operations and Maintenance

903.1~~21~~.56.4 Nozzle Caps

All new and existing automatic hood suppression systems shall use metal caps on nozzles that are located between the cooking surface and hood filters.

905 Standpipe Systems

905.2 Installation Standard

Standpipe systems shall be installed in accordance with this section and NFPA 14. Fire department connections for standpipe systems shall be in accordance with Section 912. Manual dry standpipe systems shall be supervised with minimum of 10 psig and a maximum of 40 psig air pressure with a high/low alarm.

905.3 Required Installations

905.3.98 Building Area

In buildings exceeding 10,000 square feet in area per story, Class I automatic wet or manual wet standpipes shall be provided where any portion of the building's interior area is more than 200 feet (60,960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access.

Exception:

1. Automatic dry, ~~and~~ semi-automatic dry, and manual dry standpipes are allowed as provided for in NFPA 14 where approved by the fire code official.
- 1-2. R-2 occupancies of four stories or less in height having no interior corridors.

905.4 Location of Class I Standpipe Hose Connections

Class I standpipe hose connections shall be provided in all of the following locations:

1. In every required *stairway*, a hose connection shall be provided for each floor level above or below grade. Hose connections shall be located at an intermediate floor level landing between floors, unless otherwise *approved by the fire code official*.
2. On each side of the wall adjacent to the *exit* opening of a horizontal *exit*.
Exception: Where floor areas adjacent to a horizontal *exit* are reachable from *exit stairway* hose connections by a 30-foot (9144 mm) hose stream from a nozzle attached to 100 feet (30 480 mm) of hose, a hose connection shall not be required at the horizontal *exit*
3. In every *exit* passageway, at the entrance from the exit passageway to other areas of a building.
Exception: Where floor areas adjacent to an exit passageway are reachable from *exit stairway* hose connections by a 30-foot (9144 mm) hose stream from a nozzle attached to

100 feet (30 480 mm) of hose, a hose connection shall not be required at the entrance from the exit passageway to other areas of the building.

4. In covered mall buildings, adjacent to each exterior public entrance to the mall and adjacent to each entrance from an *exit* passageway or *exit corridor* to the mall. In open mall buildings, adjacent to each public entrance to the mall at the perimeter line and adjacent to each entrance from an exit passageway or exit corridor to the mall.
5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way a hose connection shall be located to serve the roof or at the highest landing of a stairway with stair access to the roof provided in accordance with Section ~~1011.121009-16~~. An additional hose connection shall be provided at the top of the most hydraulically remote standpipe for testing purposes.
6. Where the most remote portion of a nonsprinklered floor or story is more than 150 feet (45 720 mm) from a hose connection or the most remote portion of a sprinklered floor or story is more than 200 feet (60 960 mm) from a hose connection, the *fire code official* is authorized to require that additional hose connections be provided in *approved* locations.
7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors or as required by the code official.

905.9 Valve Supervision

Valves controlling water supplies shall be supervised in the open position so that a change in the normal position of the valve will generate a supervisory signal at the supervising station required by Section 903.4. Where a fire alarm system is provided, a signal shall also be transmitted to the control unit.

Exceptions:

1. Valves to underground key or hub valves in roadway boxes provided by the municipality or public utility do not require supervision.
2. Valves locked in the normal position and inspected as provided in this code in buildings not equipped with a fire alarm system.

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds and not more than 90 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

907 Fire Alarm and Detection Systems

907.1 General

907.1.4 Design Standards

All alarm systems new or replacement shall be analog addressable unless approved by the fire code official.

Exception:

Existing systems need not comply unless the total building remodel or expansion exceeds 30% of the building or cumulative building remodel or expansion exceeds 50% of the original construction of the building.

907.1.5 Signal Transmission

All signal transmissions from the protected facilities to the central station monitoring facility shall comply with NFPA 72 26.6.3.2.1.4; where referring to "one telephone-line" shall mean a hard-wired telephone line on a public switched telephone network (PSTN).

907.2 Where Required – New Buildings and Structures

907.2.1 Group A

A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies ~~where the occupant load due to the assembly occupancy is~~ having an occupant load of 300 or more persons or more than 100 persons above or below the lowest level of exit discharge. Group A occupancies not separated from one another in accordance with Section 707.3.109 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Activation of fire alarm modification appliances shall:

1. Cause illumination of the means of egress with light of not less than 1 foot candle (11 lux) at the walking surface. level, and
2. Stop any conflicting or confusing sounds and visual distractions.

Exception: Manual fire alarm boxes are not required where the building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 and the occupant notification appliances will activate throughout the notification zones upon sprinkler water flow.

907.2.3 Group E

A manual fire alarm system that activates the occupant notification system ~~initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and~~ installed in accordance with Section 907.6 shall be installed in

Group E educational occupancies. When *automatic sprinkler systems* or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' of open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exceptions:

1. A manual fire alarm system is not required in Group E educational and day care occupancies with an *occupant load* of ~~50 or less~~ than 30 when provided with an approved automatic sprinkler system.
 - a. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (for care of more than five children 2 ½ or less years of age, see Section 907.2.6.).
2. Emergency voice/alarm communication systems meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall not be required in Group E occupancies with occupant loads of 100 or less, provided that activation of the manual fire alarm system initiates an approved occupant notification signal in accordance with Section 907.5.
- ~~2.3.~~ Manual fire alarm boxes are not required in Group E occupancies where all of the following apply:
 - a. Interior *corridors* are protected by smoke detectors.
 - b. Auditoriums, cafeterias, gymnasiums and similar areas are protected by *heat detectors* or other *approved* detection devices.
 - c. Shops and laboratories involving dusts or vapors are protected by *heat detectors* or other *approved* detection devices.
4. Manual fire alarm boxes shall not be required in Group E occupancies where all of the following apply: the building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, the emergency voice/alarm communication system will activate on sprinkler water flow and manual activation is provided from a normally occupied location.
 - a. The building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1.
 - b. The emergency voice/alarm communication system will activate on sprinkler water flow.
 - ~~d-c.~~ Manual activation provided from a normally occupied location.

907.2.3.1 Manual Fire Alarm Box Tamper Covers

Where pull stations are installed, a tamper cover with a local audible alarm shall be installed.

907.2.6 Group I

907.2.6.4 Manual Fire Alarm Box Tamper Covers

Where pull stations are installed, a tamper cover with a local audible alarm shall be installed.

907.2.123 High-Rise Buildings

High-rise buildings shall be provided with an automatic smoke detection system in accordance with Section 907.2.13.1, a fire department communication system in accordance with Section 907.2.13.2 and an emergency voice/alarm communication system in accordance with Section 907.5.2.2.

Exceptions:

1. Airport traffic control towers in accordance with Section 907.2.22 and Section 412 of the *International Building Code*.
2. Open parking garages in accordance with Section 406.5 of the *International Building Code*.
3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the *International Building Code*, however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants, and similarly enclosed areas.
4. Low-hazard special occupancies in accordance with Section 503.1.1 of the *International Building Code*.
5. Buildings with an occupancy in Group H-1, H-2 or H-3 in accordance with Section 415 of the *International Building Code*.
6. In Group I-1 and I-2 occupancies, the alarm shall sound at a constantly attended location and occupant notification shall be broadcast by the emergency voice/alarm communication system.

907.5 Occupant Notification Systems

907.5.2 Alarm Notification Appliances

907.5.2.36 Type

Manual alarm actuating devices shall be an approved double action type.

907.5.3 Sound System Shunt

Where a fire alarm is installed, any circuit in which a sound system is installed for the purpose of projecting voice (other than emergency voice communication systems), music, or other sound shall be provided with a shunt mechanism to disable the circuit eliminating any potential conflict of the audible notification devices of the alarm system.

907.5.4 Signal Transmission

All signal transmissions from the protected facilities to the central station monitoring facility shall comply with NFPA 72 26.6.3.2.1.4; where referring to "one telephone line" shall mean a hard-wired telephone line on a public switched telephone network (PSTN).

907.6 Installation

907.6.1 Wiring

907.6.1.1 Wiring Installation

All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation from an addressable input (monitor) module may be wired Class B, provided the distance from the addressable module to the initiating devices is ten feet or less.

907.6.65 Monitoring

907.6.65.3 Communications Requirements

All alarm systems, new or replacement, shall transmit alarm, supervisory and trouble signals descriptively to the approved central station as defined by NFPA 72, with the correct device designation and location of addressable device identification. Alarms shall not be permitted to be transmitted as a General Alarm or Zone condition.

907.110 Password Protection Prohibited

No fire alarm system shall be protected by a password or pin number that would hinder immediate silencing capabilities by the fire department.

907.121 Occupant Reset

Once an alarm is initiated and fire department is contacted, no person shall silence or reset an alarm prior to fire department arrival.

910 Smoke and Heat Removal

910.1 General

~~Where required by this code or otherwise installed, smoke and heat vents or mechanical smoke exhaust systems and draft curtains shall conform to the requirements of this section.~~
910.2 Where Required

Smoke and heat vents or a mechanical smoke removal system shall be installed as required by Sections 910.2.1 and 910.2.2.

Exceptions:

1. Frozen food warehouses used solely for storage of Class I and II commodities where protected by an *approved automatic sprinkler system*.

2. Where areas of buildings are equipped with early suppression fast response (ESFR) sprinklers, only manual smoke and heat vents manually activated engineered mechanical smoke exhaust systems shall be required with these areas. Automatic smoke and heat vents are prohibited. shall not be required within these areas. Only manual smoke and heat removal shall be required in areas of building equipped with early suppression fast-response (ESFR) sprinkler. Automatic smoke and heat vents are prohibited.
- 2-3. Only manual smoke and heat removal shall be required in areas of buildings equipped with control mode special application sprinkler with a response time index of $50 (m \cdot S)^{1/2}$ or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.

910.2 Where Required

910.2.3 Group H

Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394m²) in single floor area.

Exception:

Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

Exception:

Buildings of noncombustible construction containing only noncombustible materials.

910.3 Smoke and Heat Vents

The design and installation of smoke and heat vents shall be in accordance with Sections 910.3.1 through 910.3.3.~~Design and Installation~~

Table 910.3 Requirements for Draft Curtains and Smoke and Heat Vents^a

OCCUPANCY GROUP AND COMMODITY CLASSIFICATION	DESIGNATED STORAGE HEIGHT (feet)	MINIMUM DRAFT CURTAIN DEPTH (feet)	MAXIMUM AREA FORMED BY DRAFT CURTAINS (square feet)	VENT-AREA TO FLOOR AREA RATIO ^c	MAXIMUM SPACING OF VENT CENTERS (feet)	MAXIMUM DISTANCE FROM VENTS TO WALL OR DRAFT CURTAIN ^b (feet)
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Group H, F-1 and S-1	—	$0.2 \times H^d$ but ≥ 4	50,000	1:100	120	60
High-piled storage (see Section 910.2.2) Class I-IV Commodities (Option 1)	≤ 20	6	10,000	1:100	100	60
	$> 20 \leq 40$	6	8,000	1:75	100	55
High-piled storage (see Section 910.2.2) Class I-IV Commodities (Option 2)	≤ 20	4	3,000	1:75	100	55
	$> 20 \leq 40$	4	3,000	1:50	100	50
High-piled storage (see Section 910.2.2) High-hazard Commodities (Option 1)	≤ 20	6	6,000	1:50	100	50
	$> 20 \leq 30$	6	6,000	1:40	90	45
High-piled storage (see Section 910.2.2) High-hazard Commodities (Option 2)	≤ 20	4	4,000	1:50	100	50
	$> 20 \leq 30$	4	2,000	1:30	75	40

910.3.1 Listing and Labeling Design

Smoke and heat vents shall be *listed* and *labeled* to indicate compliance with UL793, ~~or FM 4430~~.

910.3.2 Vent Operation

Smoke and heat vents shall be capable of being operated by approved automatic and manual means. Automatic operation of smoke and heat vents shall conform to the provisions of Sections 910.3.2.1 through 91.3.2.3.

910.3.2.1 Gravity-Operated Drop Out Vents

Automatic smoke and heat vents containing heat-sensitive glazing designed to shrink and drop out of the vent opening when exposed to fire shall fully open within 5 minutes after the vent cavity is exposed to a simulated fire represented by a time-temperature gradient that reaches an air temperature of 500°F (260°C) within 5 minutes.

910.3.2.2 Sprinklered Buildings

Where installed in buildings equipped with an approved automatic sprinkler system, smoke and heat vents shall be designed to operate automatically. The automatic operating mechanism of the smoke and heat vents shall operate at a temperature rating at least 100°F (approximately 38°) greater than the temperature rating of the sprinklers installed.

910.3.2.3 Non-Sprinklered Buildings

Where installed in buildings not equipped with an approved automatic sprinkler system, smoke and heat vents shall operate automatically by actuation of a heat-responsive device rated at between 100°F (56°C) and 220°F (122°C) above ambient.

Exception:

Gravity operated drop out vents complying with Section 910.3.2.1.

910.3.3 Vent Dimensions

The effective venting area shall not be less than 16 square feet (1.5 m²) with no dimension less than 4 feet (1219 mm), excluding ribs or gutters having a total width of not exceeding 6 inches (152 mm).

912 Fire Department Connections

912.2 Location

With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. The location of fire department connections shall be *approved* by the fire [code official](#)~~chief~~.

Fire department connections shall be remote (outside of the collapse zone) from the building and placed adjacent to the primary fire lane access for the building served.

912.2.2 Existing Buildings

Existing buildings shall have the fire department connection identified by an approved sign in accordance with the Fire Marshall's Office's Procedures and Specification Guide.

~~On existing buildings, wherever the fire department connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an *approved* sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" at least 6 inches (152 mm) high and words in letters at least 2 inches (51 mm) high or an arrow to indicate the location. All such signs shall be subject to the approval of the *fire code official*.~~

912.2.3 Hydrant Distance

An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

912.54 Signs

A sign shall be provided in accordance to the Fire Marshall's Office's Procedures and Specification Guide and shall be approved by the fire code official. The sign shall be mounted in an approved location and manner on all fire department connections serving automatic sprinklers, standpipes, or fire pump connections; or where required by the fire code official. Where the fire department connection does not serve the entire building, a sign shall be provided indicating the portion(s) of the building served.

~~A metal sign with raised letters at least 1 inch (25 mm) in size shall be mounted on all fire department connections serving automatic sprinklers, standpipes or fire pump connections. Such signs shall read: AUTOMATIC SPRINKLERS or STANDPIPES or TEST CONNECTION or a combination thereof as applicable. Where the fire department connection does not serve the entire building, a sign shall be provided indicating the portions of the building served.~~

913 Fire Pumps

913.1 General

Where provided, fire pumps shall be installed in accordance with this section and NFPA 20.

When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. 8in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door as required by Section 506.1.

Exception:

When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for pump room, or as approved by the fire code official. Access keys shall be provided in the key box as required in Section 506.1.

CHAPTER 10. MEANS OF EGRESS

[BE] 1010 Doors, Gates and Turnstiles

[BE] 1010.1 Doors

[BE] 1010.1.9 Door Operations

[BE] 1010.1.9.5 Bolt Locks

Manually operated flush bolts or surface bolts are not permitted.

Exception:

1. On doors not required for egress in individual dwelling units or sleeping units.
2. Where a pair of doors serves a storage or equipment room, manually operated edge- or surface-mounted bolts are permitted on the inactive leaf.

3. Where a pair of doors serves an occupant load of less than 50 persons in a Group B, F, M or S occupancy, manually operated edge- or surface-mounted bolts are permitted on the inactive leaf. The inactive leaf shall not contain doorknobs, panic bars or similar operating hardware.
4. Where a pair of doors serves a Group A, B, F, M or S occupancy, manually operated edge- or surface-mounted bolts are permitted on the inactive leaf provided that such inactive leaf is not needed to meet egress capacity requirements and the building is equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1. The inactive leaf shall not contain doorknobs, panic bars or similar operating hardware.
5. Where a pair of doors serves patient care rooms in Group I-2 occupancies, self-latching edge- or surface-mounted bolts are permitted on the inactive leaf provided that the inactive leaf is not needed to meet egress capacity requirements and the inactive leaf shall not contain doorknobs, panic bars or similar operating hardware.

1007 Accessible Means of Egress

1007.1 Accessible Means of Egress Required

~~Accessible means of egress shall comply with this section. Accessible spaces shall be provided with not less than one accessible means of egress. Where more than one means of egress are required by Section 1015.1 or 1021.1 from any accessible space, each accessible portion of the space shall be served by not less than two accessible means of egress.~~

Exceptions:

- ~~1. Accessible means of egress are not required in alterations to existing buildings.~~
- ~~2. One accessible means of egress is required from an accessible mezzanine level in accordance with Section 1007.3, 1007.4 or 1007.5.~~
- ~~3. In assembly areas with sloped or stepped aisles, one accessible means of egress is permitted where the common path of travel is accessible and meets the requirements in Section 1028.8.~~
- ~~4. Buildings regulated under State Law and built in accordance with State registered plans, including any variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1007.~~

1007.5 Platform Lifts

~~Platform (wheelchair) lifts shall not serve as part of an accessible means of egress, except where allowed as part of a required accessible route in Section 1109.8, Items 1 through 10 Section 1109.7, Items 1 through 9, of the International Building Code. Standby power shall be provided in accordance with Section 604.2.6 for platform lifts permitted to serve as part of a means of egress.~~

~~1008 Doors, Gates and Turnstiles~~

~~1008.1 Doors~~

~~1008.1.9 Door Operations~~

~~1008.1.9.4 Bolt Locks~~

~~Manually operated flush bolts or surface bolts are not permitted.~~

~~Exceptions:~~

- ~~1. On doors not required for egress in individual dwelling units or sleeping units.~~
- ~~2. Where a pair of doors serves a storage or equipment room, manually operated edge or surface-mounted bolts are permitted on the inactive leaf.~~
- ~~3. Where a pair of doors serves an *occupant load* of less than 50 persons in a Group B, F, M or S occupancy, manually operated edge or surface-mounted bolts are permitted on the inactive leaf. The inactive leaf shall contain no doorknobs, panic bars or similar operating hardware.~~
- ~~4. Where a pair of doors serves a Group B, F, M or S occupancy, manually operated edge or surface-mounted bolts are permitted on the inactive leaf provided such inactive leaf is not needed to meet egress width requirements and the building is equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1. The inactive leaf shall contain no doorknobs, panic bars or similar operating hardware.~~
- ~~5. Where a pair of doors serves patient care rooms in Group I-2 occupancies, self-latching edge or surface-mounted bolts are permitted on the inactive leaf provided that the inactive leaf is not needed to meet egress width requirements and the inactive leaf contains no doorknobs, panic bars or similar operating hardware.~~

~~1008.1.9.9 Electromagnetically Locked Egress Doors~~

~~Doors in the *means of egress* that are not otherwise required to have panic hardware in buildings with an occupancy in Group A, B, E, M, R-1 or R-2, and doors to tenant spaces in Group A, B, E, M, R-1 or R-2, shall be permitted to be electromagnetically locked if equipped with listed hardware that incorporates a built-in switch and meet the requirements below:~~

- ~~1. The listed hardware that is affixed to the door leaf has an obvious method of operation that is readily operated under all lighting conditions.~~
- ~~2. The listed hardware is capable of being operated with one hand.~~
- ~~3. Operation of the *listed* hardware directly interrupts the power to the electromagnetic lock and unlocks the door immediately.~~
- ~~4. Loss of power to the listed hardware automatically unlocks the door.~~
- ~~5. Where panic or fire exit hardware is required by Section 1008.1.10, operation of the *listed* panic or fire exit hardware also releases the electromagnetic lock.~~

1015 Exit and Exit Access Doorways**1015.1 Exit or Exit Access Doorways from Spaces****1015.1.2 All Exits and Exit Access Doorways**

All exits and exit access doorways shall be designed as though they are required exits.

1015.8 Window Opening Control Devices

Windows in Group R-2 and R-3 buildings including dwelling units, where the top of the sill of an operable windows opening is located less than 36 inches above the finished floor and more than 72 inches (1829 mm) above the finished grade or other surface below on the exterior of the building, shall comply with one of the following:

1. Operable windows where the top of the sill of the opening is located more than 75 55 feet (16 762 mm) (22 860 mm) above the finished grade or other surface below and that are provided with window fall prevention devices that comply with ASTM F 2006.
2. Operable windows where the openings will not allow a 4-inch-diameter (102 mm) sphere to pass through the opening when the window is in its largest opened position.
3. Operable windows where the openings are provided with window fall prevention devices that comply with ASTM F2090.
- 1.4. Operable windows that are provided with window opening control devices that comply with Section 1015.8.1.

1015.97 Electrical Rooms

For electrical rooms, special exiting requirements may apply. Reference the electrical code as adopted.

1016 Exit Access ~~and Travel Distance~~**1016.2 Egress Through Intervening Spaces ~~Limitations~~****1016.2.2 Group F-1 and S-1 Increase**

The maximum exit access travel distance shall be 400 feet (122 m) in Group F-1 and S-1 occupancies where all of the following are met:

1. The portion of the building classified as Group F-1 or S-1 is limited to one story in height;
2. The minimum height from the finished floor to the bottom of the ceiling or roof slab or deck is 24 feet (7315 mm); and
3. The building is equipped throughout with an automatic fire sprinkler system in accordance with Section 903.3.1.1.

102018 Corridors

102018.1 Construction

Corridors shall be fire-resistance rated in accordance with Table 1018.1. The *corridor* walls required to be fire-resistance rated shall comply with Section 708 of the *International Building Code* for *fire partitions*.

Exceptions:

1. A *fire-resistance rating* is not required for *corridors* in an occupancy in Group E where each room that is used for instruction has at least one door opening directly to the exterior and rooms for assembly purposes have at least one-half of the required *means of egress* doors opening directly to the exterior. Exterior doors specified in this exception are required to be at ground level.
2. A *fire-resistance rating* is not required for *corridors* contained within a *dwelling or sleeping unit* in an occupancy in Group R.
3. A *fire-resistance rating* is not required for *corridors* in *open parking garages*.
4. A *fire-resistance rating* is not required for *corridors* in an occupancy in Group B which is a space requiring only a single *means of egress* complying with Section 1015.1.
5. *Corridors* adjacent to the exterior walls of buildings shall be permitted to have unprotected openings on unrated exterior walls where unrated walls are permitted by Table 602 of the *International Building Code* and unprotected openings are permitted by Table 705.8 of the *International Building Code*.
6. In Group B office buildings, corridor walls and ceilings within single tenant spaces need not be of fire-resistive construction when the tenant space corridor is provided with system smoke detectors tied to an approved automatic fire alarm. The actuation of any detector shall activate alarms audible in all areas served by the corridor.

1018.6 Corridor Continuity

~~Fire-resistance-rated All corridors shall be continuous from the point of entry to an exit, and shall not be interrupted by intervening rooms. Where the path of egress travel within a fire-resistance-rated corridor to the exit includes travel along unenclosed exit access stairways or ramps, the fire resistance rating shall be continuous for the length of the stairway or ramp and for the length of the connecting corridor on the adjacent floor leading to the exit.~~

10276 Exterior Exit Stairways and Ramps

10276.6 Exterior Stairway and Ramp Protection

Exterior exit stairways and *ramps* shall be separated from the interior of the building as required in Section 1022.7. Openings shall be limited to those necessary for egress from normally occupied spaces.

Exceptions:

1. Separation from the interior of the building is not required for occupancies, other than those in Group R-1 or R-2, in buildings that are no more than two stories above grade plane where a *level of exit discharge* serving such occupancies is the *first story above grade plane*.
2. Separation from the interior of the building is not required where the *exterior stairway* or *ramp* is served by an *exterior ramp* or balcony that connects two remote *exterior stairways* or other approved *exits* with a perimeter that is not less than 50 percent open. To be considered open, the opening shall be a minimum of 50 percent of the height of the enclosing wall, with the top of the openings no less than 7 feet (2134 mm) above the top of the balcony.

~~3. Separation from the interior of the building is not required for an exterior stairway or ramp located in a building or structure that is permitted to have unenclosed exit access stairways in accordance with Section 1009.3.~~

~~4.3.~~ Separation from the open-ended corridors of the building interior of the building is not required for *exterior stairways* or *ramps* connected to open-ended corridors, provided that Items 4.1 through 4.5 are met:

~~4.1.3.1.~~ The building, including *corridors*, *stairways* or *ramps*, shall be equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1 or 903.3.1.2.

~~4.2.3.2.~~ The open-ended *corridors* comply with Section 1018.

~~4.3.3.3.~~ The open-ended *corridors* are connected on each end to an *exterior exit ramp* or *stairway* complying with Section 1026.

~~4.4.3.4.~~ The exterior walls and openings adjacent to the *exterior exit stairway* or *ramp* comply with Section 1022.7.

~~3.5.~~ At any location in an open-ended *corridor* where a change of direction exceeding 45 degrees (0.79 rad) occurs, a clear opening of not less than 35 square feet (3.3 m²) or an *exterior stairway* or *ramp* shall be provided. Where clear openings are provided, they shall be located so as to minimize the accumulation of smoke or toxic gases.

~~5.4.~~ In Group R-3 occupancies not more than four stories in height, exterior exit stairways and ramps serving individual dwelling units are not required to be separated from the interior of the building where the exterior exit stairway or ramp discharges directly to grade.

103029 Emergency Escape and Rescue

103029.1 General

In addition to the means of egress required by this chapter, emergency escape and rescue openings shall be provided in the following occupancies:

1. Group R-2 occupancies located in stories with only one exit or access to only one exit as permitted by Tables 1006.3.3(1) and 1006.3.3(2).
2. Group R-3 and R-4 occupancies.
3. Group I-1 occupancies.

Basements and sleeping rooms below the fourth story above grade plane shall have not fewer than one exterior emergency escape and rescue opening in accordance with this section. Where basements contain one or more sleeping rooms, emergency escape and rescue openings shall be

required in each sleeping room, but shall not be required in adjoining areas of the basement. Such openings shall open direction into a public way or to a yard or court that opens to a public way.

~~In addition to the means of egress required by this chapter, provisions shall be made for emergency escape and rescue openings in Group R and I-1 Group R-2 occupancies in accordance with Tables 1021.2(1) and 1021.2(2) and Group R-3 occupancies. Basements and sleeping rooms below the fourth story above grade plane shall have at least one exterior emergency escape and rescue opening in accordance with this section. Where basements contain one or more sleeping rooms, emergency escape and rescue openings shall be required in each sleeping room, but shall not be required in adjoining areas of the basement. Such openings shall open directly into a public way or to a yard or court that opens to a public way.~~

Exceptions:

1. Basements with a ceiling height of less than 80 inches (2032 mm) shall not be required to have *emergency escape and rescue openings*.
2. *Emergency escape and rescue openings* are not required from *basements* or sleeping rooms that have an *exit door* or *exit access door* that opens directly into a *public way* or to a *yard, court* or exterior exit balcony that opens to a *public way*.
3. Basements without habitable spaces and having no more than 200 square feet (18.6 m²) in floor area shall not be required to have *emergency escape and rescue openings*.
4. Within individual dwelling and sleeping units in Groups R-2 and R-3, where the building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, sleeping rooms in basements shall not be required to have emergency escape and rescue openings provided that the basement has one of the following:
 - 4.1. One means of egress and one emergency escape and rescue opening.
 - 2.1.4.2. Two means of egress
- 3.5. In other than Group R-3 occupancies, buildings equipped throughout with an approved automatic sprinkler system in accordance with Sections 903.3.1.1 or 903.3.1.2.

10310 Maintenance of the Means of Egress

10310.2 Reliability

Required *exit accesses, exits* and *exit discharges* shall be continuously maintained free from obstructions or impediments to full instant use in the case of fire or other emergency. ~~where the building area served by the means of egress is occupied.~~ An *exit* or *exit passageway* shall not be used for any purpose that interferes with a *means of egress*.

CHAPTER 11. CONSTRUCTION REQUIREMENTS FOR EXISTING BUILDINGS

1103 Fire Safety Requirements for Existing Buildings

1103.3 Elevator Operation

Existing elevators with a travel distance of 25 feet (7620 mm) or more above or below the main floor or other level of a building and intended to serve the needs of emergency personnel for fire-fighting or rescue purposes shall be provided with emergency operation in accordance with ASME A17.3. Provide emergency signage as required by Section 607.2

1103.5 Sprinkler System

1103.5.2 Group I-2

In Group I-2, an automatic sprinkler system shall be provided in accordance with Section 1105.9. Fire sprinkler system installation shall be completed within 24 months from date of notification by the fire code official.

1103.5.5 Spray Booths and Rooms

Existing spray booths and spray rooms shall be protected by an approved automatic fire extinguishing system in accordance with Section 2404.

1103.7 Fire Alarm Systems

1103.7.7 Fire Alarm System Design Standards

Where an existing fire alarm system is upgraded or replaced, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke and/or heat detectors shall have analog initiating devices.

Exception:

Existing systems need not comply unless the total building, or fire alarm system, remodel or expansion exceeds 30% of the building. When cumulative building, or fire alarm system, remodel or expansion initiated after the date of original fire alarm panel installation exceeds 50% of the building, or fire alarm system, the fire alarm system must comply within 18 months of permit application.

1107.7.1 Communication Requirements

Refer to Section 907.6.6 for applicable requirements.

CHAPTER 12. ENERGY SYSTEMS

1203 Emergency and Standby Power Systems

1203.1 General

1203.1.3 Installation

Emergency power systems and standby power systems shall be installed in accordance with the International Building Code, NFPA 70, NFPA 110 and NFPA 111. Existing installations shall be maintained in accordance with the original approval, except as specified in Chapter 11.

1203.10 Critical Operations Power Systems (COPS)

For Critical Operations Power Systems necessary to maintain continuous power supply to facilities or parts of facilities that require continuous operation for the reason of public safety, emergency management, national security or business continuity see NFPA 70.

1203.2 Where Required

Emergency and standby power systems shall be provided where required by Sections 1203.2.1 through 1203.2.26 ~~1203.2.18~~, or elsewhere identified in this code or any other referenced code.

1203.2.4 Emergency Voice/Alarm Communication Systems

Emergency power shall be provided for emergency voice/alarm communication systems in the following occupancies, or as specified elsewhere in this code, and as required in Section 907.5.2.2.5. The system shall be capable of power the required load for a duration of not less than 24 hours, as required in NFPA 72.

Covered and Open Mass, Section 907.2.19 and 914.2.3.

Group A occupancies, Sections 907.2.1 and 907.5.2.2.4.

Special amusement buildings, Section 907.2.11.

High rise buildings, Section 907.2.12.

Atriums, Section 907.2.13.

Deep underground buildings, Section 907.2.18.

1203.2.14 Means of Egress Illumination

Emergency power shall be provided for means of egress illumination in accordance with Sections 1008.3 and 1104.5.1. (90 minutes)

1203.2.15 Membrane Structures

Emergency power shall be provided for exit signs in temporary tents and membrane structures in accordance with Section 3103.12.6 (90 minutes). Standby power shall be provided for auxiliary inflation systems in permanent membrane structures in accordance with Section 2702 of the International Building Code (4 hours). Auxiliary inflation systems shall be provided in temporary air-supported and air-inflated membrane structures in accordance with Section 3103.10.4.

1203.2.17 Smoke Control Systems

Standby power shall be provided for smoke control systems in the following occupancies, or as specified elsewhere in this code, as required in Section 909.11:

Covered mall building, IBC, Section 402.7.

Atriums, IBC, Section 404.7.

Underground buildings, IBC, Section 405.8

Group I-3, IBC, Section 408.4.2.

Stages, IBC, Section 410.2.5.

Special amusement buildings (as applicable to Group A's), IBC, Section 411.1.

Smoke protected seating, Section 1029.6.2.

1203.2.19 Covered and Open Mall Buildings

Emergency power shall be provided in accordance with Section 907.2.19 and 914.2.3.

1203.2.20 Airport Traffic control Towers

A standby power system shall be provided in airport traffic control towers more than 65 ft. in height. Power shall be provided to the following equipment and lighting.

1. Pressurization equipment, mechanical equipment and lighting.
2. Elevator operating equipment
3. Fire alarm and smoke detection systems.

1203.2.21 Smoke Proof enclosures and Stair Pressurization Alternative

Standby power shall be power shall be provided for smoke proof enclosures, stair pressurization alternative and associated automatic fire detection systems as required by the International Building Code, Section 909.20.6.2.

1203.2.22 Elevator Pressurization

Standby power shall be provided for elevator pressurization system as required by the International Building Code, Section 909.21.5.

1203.2.23 Elimination of Smoke Dampers in Shaft Penetrations

Standby power shall be provided when eliminating the smoke dampers in ducts penetrating shafts in accordance with the International Building Code, Section 717.5.3, exception 2.3.

1203.2.24 Common Exhaust Systems for Clothes Dryers

Standby power shall be provided for common exhaust systems for clothes dryers located in multistory structures in accordance with the International Mechanical Code, Section 504.10, item 7.

1203.2.25 Hydrogen Cutoff Rooms

Standby power shall be provided for mechanical ventilation and gas detection systems of Hydrogen Cutoff Rooms in accordance with the International Building Code, Section 421.

1203.2.26 Means of Egress Illumination in Existing Buildings

Emergency power shall be provided for means of egress illumination in accordance with Section 1104.5 when required by the fire code official (90 minutes in I-2, 60 minutes elsewhere).

1203.7 Energy Time Duration

Unless a time limit is specified by the fire code official, in this chapter or elsewhere in this code, or in any other referenced code or standard, the emergency and standby power system shall be supplied with enough fuel or energy storage capacity for not less than 2-hour full-demand operation of the system.

Exception:

Where the system is supplied with natural gas from utility provider and is approved.

CHAPTER 23. MOTOR FUEL-DISPENSING FACILITIES AND REPAIR GARAGES

2304 Dispensing Operations

2304.1 Supervision of Dispensing

The dispensing of fuel at motor fuel-dispensing facilities shall be in accordance with the following:
~~conducted by a qualified attendant or shall be under the supervision of a qualified attendant at all times or shall be in accordance with Section 2304.3.~~

1. Conducted by a qualified attendant; and/or,
2. Shall be under the supervision of a qualified attendant; and/or,
3. Shall be an unattended self-service facility in accordance with Section 2304.3.

At any time the qualified attendant of item Number 1 or 2 is not present, such operations shall be considered as an unattended self-service facility and shall also comply with Section 2304.3.

CHAPTER 24. FLAMMABLE FINISHES

2401 General

2401.2 Nonapplicability

~~This chapter shall not apply to spray finishing utilizing flammable or combustible liquids which do not sustain combustion, including:~~

- ~~1. Liquids that have no fire point when tested in accordance with ASTM D 92.~~
- ~~2. Liquids with a flashpoint greater than 95°F (35°C) in a water-miscible solution or dispersion with a water and inert (noncombustible) solids content of more than 80 percent by weight.~~

CHAPTER 31. TENTS, TEMPORARY SPECIAL EVENT STRUCTURES AND OTHER MEMBRANE STRUCTURES

3103 Temporary Tents and membrane Structures

3103.3 Outdoor Assembly Tent

3103.3.1 Special Amusement Building

Tents and other membrane structures erected as a special amusement building shall be equipped with an automatic sprinkler system in accordance with Section 411.3 of the International Building Code.

CHAPTER 32. HIGH-PILED COMBUSTIBLE STORAGE

3204 Designation of High-Piled Storage Areas

Any building exceeding 5,000 square feet that has a clear height in excess of 12 feet, making it possible to be used for storage in excess of 12 feet, shall be considered to be high-piled storage and shall comply with the provisions of this section. When a specific product cannot be identified, a fire protection system shall be installed as for Class IV commodities, to the maximum pile height.

3206 General Fire Protection and Life Safety Features

Table 3206.2 General Fire Protection and Life Safety Features

{Revise No changes to table cell as follows: Commodity Class = High & Size of High-Piled Storage Area = Greater than 300,000^{f & j}}

A, amend footnotes to Table 3206.2 as follows:}

hj. ~~Not required~~ Where storage areas are protected by either early suppression fast response (ESFR) sprinkler systems or control mode special application sprinklers with a response time index of 50 (m · s)^½ or less that are listed to control a fire in the stored commodities with 12 or fewer sprinklers, installed in accordance with NFPA 13-, manual smoke and heat vents or manually activated engineered mechanical smoke exhaust systems shall be required within these areas.

j. High hazard high-piled storage areas shall not exceed 500,000 square feet. A 2-hour fire wall constructed in accordance with Section 706 of the International Building Code shall be used to divide high-piled storage exceeding 500,000 square feet in area.

CHAPTER 33. FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION

3310 Access for Fire Fighting

3310.1 Required Access

Approved vehicle access for fire fighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 100 feet (30 480 mm) of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available.

When fire apparatus access roads are required to be installed for any structure or development, they shall be approved prior to the time of which construction has progressed beyond completion of the foundation of any structure.

CHAPTER 50. HAZARDOUS MATERIALS-GENERAL PROVISIONS

5006 Hazardous Materials Route

5006.1 General

Through vehicles carrying materials determined to be hazardous by the United States Department of Transportation are prohibited from transporting such materials over and upon public streets and thoroughfares of the Town of Lakewood Village except upon a designated Hazardous Materials Route.

CHAPTER 56. EXPLOSIVES AND FIREWORKS

5601 General

5601.1 Scope

5601.1.3 Fireworks

The possession, manufacture, storage, sale, handling and use of fireworks are prohibited.

Exceptions:

1. Only when approved fireworks displays, storage and handling are allowed in Section 5604 and 5608, Storage and handling of fireworks as allowed in Section 5604.
2. The use of fireworks for approved fireworks displays allowed in Section 5608. ~~Manufacture, assembly and testing of fireworks as allowed in Section 5605.~~
3. The use of fireworks for fireworks displays as allowed in Section 5608.
4. The possession, storage, sale, handling and use of specific types of Division 1.4G fireworks where allowed by applicable laws, ordinances and regulations, provided such fireworks comply with CPSC 16 CFR Parts 1500 and 1507, and DOTn 49 CFR Parts 100-185, for consumer fireworks.

5601.1.3.1 Fireworks a Public Nuisance.

The presence or use of any firework within the jurisdiction of the Town of Lakewood Village in violation of this ordinance is hereby declared to be a misdemeanor as well as a common and public nuisance. [The Fire Chief is authorized and directed to seize and immediately cause to be safely destroyed any firework found within the jurisdiction of the Town of Lake Lakewood Village in violation of this ordinance.](#)

5601.3 Prohibited Explosives

Storage of explosive material and blasting agents are prohibited within the incorporated limits of the Town of Lakewood Village.

Permits shall not be issued or renewed for possession, manufacture, storage, handling, sale or use of the following materials and such materials currently in storage or use shall be disposed of in an *approved* manner.

1. ~~Liquid nitroglycerin.~~
2. ~~Dynamite containing more than 60 percent liquid *explosive* ingredient.~~
3. ~~Dynamite having an unsatisfactory absorbent or one that permits leakage of a liquid *explosive* ingredient under any conditions liable to exist during storage.~~
4. ~~Nitrocellulose in a dry and uncompressed condition in a quantity greater than 10 pounds (4.54 kg) of net weight in one package.~~
5. ~~Fulminate of mercury in a dry condition and fulminate of all other metals in any condition except as a component of manufactured articles not hereinafter forbidden.~~
6. ~~*Explosive* compositions that ignite spontaneously or undergo marked decomposition, rendering the products of their use more hazardous, when subjected for 48 consecutive hours or less to a temperature of 167°F (75°C).~~
7. ~~New *explosive materials* until *approved* by DOTn, except that permits are allowed to be issued to educational, governmental or industrial laboratories for instructional or research purposes.~~
8. ~~*Explosive materials* condemned by DOTn.~~
9. ~~*Explosive materials* containing an ammonium salt and a chlorate.~~
10. ~~*Explosives* not packed or marked as required by DOTn 49 CFR Parts 100–185.~~

Exception: Gelatin dynamite.

CHAPTER 57. FLAMMABLE AND COMBUSTIBLE LIQUIDS

5703 General Requirements

5703.6 Piping System

Piping systems, and their component parts, for flammable and *combustible liquids* shall be in accordance with Sections 5703.6.1 through 5703.6.11. An approved method of secondary containment shall be provided for underground tank and piping systems.

5704 Storage

5704.2 Tank Storage

5704.2.9 Above Ground Tanks

5704.2.9.5 Above-Ground Tanks Inside of Buildings

Above-ground tanks inside of buildings shall comply with Sections 5704.2.9.5.1 through and 5704.2.9.5.3. 5704.2.9.5.2.

5704.2.9.5.3 Combustible Liquid Storage Tanks Inside of Buildings

The maximum aggregate allowable quantity limit shall be 3,000 gallons (11 356 L) of Class II or III combustible liquid for storage in protected aboveground tanks complying with Section 5704.2.9.7 when all of the following conditions are met:

1. The entire 3,000 gallon (11 356 L) quantity shall be stored in protected above-ground tanks;
2. The 3,000 gallon (11 356 L) capacity shall be permitted to be stored in a single tank or multiple smaller tanks;
3. The tanks shall be located in a room protected by an automatic sprinkler system complying with Section 903.3.1.1; and
4. Tanks shall be connected to fuel-burning equipment, including generators, utilizing an approved closed piping system.

The quantity of combustible liquid stored in tanks complying with this section shall not be counted towards the maximum allowable quantity set forth in Table 5003.1.1(1), and such tanks shall not be required to be located in a control area. Such tanks shall not be located more than two stories below grade.

5704.2.11 Underground Tanks

5704.2.11.4 Leak Prevention

Leak prevention for underground tanks shall comply with Section 5704.2.11.4.1 and, 5704.2.11.4.2 and 5704.2.11.5.1.

5704.2.11.4.2 Leak Detection

Underground storage tank systems shall be provided with an approved method of leak detection from any component of the system that is designed and installed in accordance with NFPA30 and as specified in Section 5704.2.11.5.3.

5704.2.11.4.3 Observation Wells

Approved sampling tubes of a minimum 6 inches in diameter shall be installed in the backfill material of each underground flammable or combustible liquid storage tank. The tubes shall extend from a point 12 inches below the average grade of the excavation to ground level and shall be provided with suitable surface access caps. Each tank site shall provide a sampling tube at the corners of the excavation with a minimum of 4 tubes. Sampling tubes shall be placed in the product line excavation within 10 feet of the tank excavation and one every 50 feet routed along product lines towards the dispensers, a minimum of two are required.

5704.2.11.5 Leak Prevention

Leak prevention for underground tanks shall comply with Sections 5704.2.11.5.1 through and 5704.2.11.5.3. 5704.2.11.5.2. An approved method of secondary containment shall be provide for underground tank and piping systems.

~~5704.2.11.5.3 Observation Wells~~

~~Approved sampling tubes of a minimum 6 inches in diameter shall be installed in the backfill material of each underground flammable or combustible liquid storage tank. The tubes shall extend from a point 12 inches below the average grade of the excavation to ground level and shall be provided with suitable surface access caps. Each tank site shall provide a sampling tube at the corners of the excavation with a minimum of 4 tubes. Sampling tubes shall be placed in the product line excavation within 10 feet of the tank excavation and one every 50 feet routed along product lines towards the dispensers, a minimum of two are required.~~

5706 Special Operations

5706.5 Bulk Transfer and Process Transfer Operations

5706.5.4 Dispensing from Tank Vehicles and Tank Cars

5706.5.4.5 Commercial, Industrial, Governmental or Manufacturing

~~Dispensing of Class II and III motor vehicle fuel from tank vehicles into the fuel tanks of motor vehicles located at commercial, industrial, governmental or manufacturing establishments is allowed where permitted, provided such dispensing operations are conducted in accordance with Sections 5706.5.4.5.1 through 5706.5.4.5.3.~~

~~Dispensing of Class II and III motor vehicle fuel from tank vehicles into the fuel tanks of motor vehicles located at commercial, industrial, governmental or manufacturing establishments is allowed where permitted, provided such dispensing operations are conducted in accordance with the following:~~

- ~~1. Dispensing shall occur only at sites that have been issued a permit to conduct mobile fueling.~~
- ~~2. The owner of a mobile fueling operation shall provide to the jurisdiction a written response plan which demonstrates readiness to respond to a fuel spill and carry out appropriate mitigation measures, and describes the process to dispose properly of contaminated materials.~~
- ~~3. A detailed site plan shall be submitted with each application for a permit. The site plan shall indicate: all buildings, structures and appurtenances on site and their use or function; all uses adjacent to the lot lines of the site; the locations of all storm drain openings, adjacent waterways or wetlands; information regarding slope, natural drainage, curbing, impounding and how a spill will be retained upon the site property; and the scale of the site plan.~~

~~Provisions shall be made to prevent liquids spilled during dispensing operations from flowing into buildings or off site. Acceptable methods include, but shall not be limited to, grading driveways, raising doorsills or other approved means.~~

- ~~4. The fire code official is allowed to impose limits on the times and days during which mobile fueling operations is allowed to take place, and specific locations on a site where fueling is permitted.~~

5. ~~Mobile fueling operations shall be conducted in areas not accessible to the public or shall be limited to times when the public is not present.~~
6. ~~Mobile fueling shall not take place within 15 feet (4572 mm) of buildings, property lines, combustible storage or storm drains.~~

Exceptions:

1. ~~The distance to storm drains shall not apply where an *approved* storm drain cover or an *approved* equivalent that will prevent any fuel from reaching the drain is in place prior to fueling or a fueling hose being placed within 15 feet (4572 mm) of the drain. Where placement of a storm drain cover will cause the accumulation of excessive water or difficulty in conducting the fueling, such cover shall not be used and the fueling shall not take place within 15 feet (4572 mm) of a drain.~~
2. ~~The distance to storm drains shall not apply for drains that direct influent to *approved* oil interceptors.~~
7. ~~The tank vehicle shall comply with the requirements of NFPA 385 and local, state and federal requirements. The tank vehicle's specific functions shall include that of supplying fuel to motor vehicle fuel tanks. The vehicle and all its equipment shall be maintained in good repair.~~
8. ~~Signs prohibiting smoking or open flames within 25 feet (7620 mm) of the tank vehicle or the point of fueling shall be prominently posted on three sides of the vehicle including the back and both sides.~~
9. ~~A portable fire extinguisher with a minimum rating of 40:BC shall be provided on the vehicle with signage clearly indicating its location.~~
10. ~~The dispensing nozzles and hoses shall be of an *approved* and *listed* type.~~
11. ~~The dispensing hose shall not be extended from the reel more than 100 feet (30 480 mm) in length.~~
12. ~~Absorbent materials, nonwater absorbent pads, a 10-foot long (3048 mm) containment boom, an *approved* container with lid and a nonmetallic shovel shall be provided to mitigate a minimum 5-gallon (19 L) fuel spill.~~
13. ~~Tank vehicles shall be equipped with a "fuel limit" switch such as a count-back switch, to limit the amount of a single fueling operation to a maximum of 500 gallons (1893 L) before resetting the limit switch.~~

Exception: ~~Tank vehicles where the operator carries and can utilize a remote emergency shutoff device which, when activated, immediately causes flow of fuel from the tank vehicle to cease.~~

14. ~~Persons responsible for dispensing operations shall be trained in the appropriate mitigating actions in the event of a fire, leak or spill. Training records shall be maintained by the dispensing company and shall be made available to the *fire code official* upon request.~~

- ~~15. Operators of tank vehicles used for mobile fueling operations shall have in their possession at all times an emergency communications device to notify the proper authorities in the event of an emergency.~~
- ~~16. The tank vehicle dispensing equipment shall be constantly attended and operated only by designated personnel who are trained to handle and dispense motor fuels.~~
- ~~17. Fuel dispensing shall be prohibited within 25 feet (7620 mm) of any source of ignition.~~
- ~~18. The engines of vehicles being fueled shall be shut off during dispensing operations.~~
- ~~19. Nighttime fueling operations shall only take place in adequately lighted areas.~~
- ~~20. The tank vehicle shall be positioned with respect to vehicles being fueled to prevent traffic from driving over the delivery hose.~~
- ~~21. During fueling operations, tank vehicle brakes shall be set, chock blocks shall be in place and warning lights shall be in operation.~~
- ~~22. Motor vehicle fuel tanks shall not be topped off.~~
- ~~23. The dispensing hose shall be properly placed on an *approved* reel or in an *approved* compartment prior to moving the tank vehicle.~~
- ~~24. The *fire code official* and other appropriate authorities shall be notified when a reportable spill or unauthorized discharge occurs.~~
- ~~25. Operators shall place a drip pan or an absorbent pillow under each fuel fill opening prior to and during dispensing operations. Drip pans shall be liquid-tight. The pan or absorbent pillow shall have a capacity of not less than 3 gallons (11.36 L). Spills retained in the drip pan or absorbent pillow need not be reported. Operators, when fueling, shall have on their person an absorbent pad capable of capturing diesel fuel overfills. Except during fueling, the nozzle shall face upward and an absorbent pad shall be kept under the nozzle to catch drips. Contaminated absorbent pads or pillows shall be disposed of regularly in accordance with local, state and federal requirements.~~

5706.5.4.5.1 Site Requirements

1. Dispensing may occur at sites that have been permitted to conduct mobile fueling.
2. A detailed site plan shall be submitted with each application for a permit. The site plan must indicate: a. all buildings, structures, and appurtenances on site and their use or function; b. all uses adjacent to the property lines of the site; c. the locations of all storm drain openings, adjacent waterways or wetlands; d. information regarding slope, natural drainage, curbing, impounding and how a spill will be retained upon the site property; and, e. The scale of the site plan.
3. The Fire Code Official is authorized to impose limits upon: the times and/or days during which mobile fueling operations are allowed to take place and specific locations on a site where fueling is permitted.
4. Mobile fueling operations shall be conducted in areas not generally accessible to the public.
5. Mobile fueling shall not take place within 15 feet (4.572 m) of buildings, property lines, or combustible storage.

5706.5.4.5.2 Refueling Operator Requirements

1. The owner of a mobile fueling operations shall provide to the jurisdiction a written response plan which demonstrates readiness to respond to a fuel spill, carry out appropriate mitigation measures, and to indicate its process to properly dispose of contaminated materials when circumstances require.
2. The tank vehicle shall comply with the requirements of NFPA 385 and Local, State and Federal requirements. The tank vehicle's specific functions shall include that of supplying fuel to motor vehicle fuel tanks. The vehicle and all its equipment shall be maintained in good repair.
3. Signs prohibiting smoking or open flames within 25 feet (7.62 m) of the tank vehicle or the point of fueling shall be prominently posted on 3 sides of the vehicle including the back and both sides.
4. A fire extinguisher with a minimum rating of 40:BC shall be provided on the vehicle with signage clearly indicating its location.
5. The dispensing nozzles and hoses shall be of an approved and listed type.
6. The dispensing hose shall not be extended from the reel more than 100 feet (30.48m) in length.
7. Absorbent materials, non-water absorbent pads, a 10 foot (3.048 m) long containment boom, an approved container with lid, and a non-metallic shovel shall be provided to mitigate a minimum 5-gallon fuel spill.
8. Tanker vehicles shall be equipped with a fuel limit switch such as a count-back switch, limiting the amount of a single fueling operation to a maximum of 500 gallons (1893 L) between resetting of the limit switch. Exception: Tankers utilizing remote emergency shut-off device capability where the operator constantly carries the shut-off device which, when activated, immediately causes flow of fuel from the tanker to cease.
9. Persons responsible for dispensing operations shall be trained in the appropriate mitigating actions in the event of a fire, leak, or spill. Training records shall be maintained by the dispensing company and shall be made available to the fire code official upon request.
10. Operators of tank vehicles used for mobile fueling operations shall have in their possession at all times an emergency communications device to notify the proper authorities in the event of an emergency.

5706.5.4.5.3 Operations Requirements

1. The tank vehicle dispensing equipment shall be constantly attended and operated only by designated personnel who are trained to handle and dispense motor fuels.
2. Prior to beginning dispensing operations, precautions shall be taken to assure ignition sources are not present.
3. The engines of vehicles being fueled shall be shut off during dispensing operations.
4. Night time fueling operations shall only take place in adequately lighted areas.
5. The tank vehicle shall be positioned with respect to vehicles being fueled so as to preclude traffic from driving over the delivery hose and between the tank vehicle and the motor vehicle being fueled.
6. During fueling operations, tank vehicle brakes shall be set, chock blocks shall be in place and warning lights shall be in operation.

7. Motor vehicle fuel tanks shall not be topped off.
8. The dispensing hose shall be properly placed on an approved reel or in an approved compartment prior to moving the tank vehicle.
9. The Code Official and other appropriate authorities shall be notified when a reportable spill or unauthorized discharge occurs.

CHAPTER 61. LIQUEFIED PETROLEUM GASES

6103 Installation of Equipment

6103.2 Use of LP-Gas Containers in Buildings

6103.2.1 Portable Containers

6103.2.1.8 Jewelry Repair, Dental Labs and Similar Occupancies

Where natural gas service is not available and where approved by the fire code official, portable LP-Gas containers are allowed to be used to supply approved torch assemblies or similar appliances. Such containers shall not exceed 20-pound (9.0 kg) water capacity. Aggregate capacity shall not exceed 60-pound (27.2 kg) water capacity. Each device shall be separated from other containers by a distance of not less than 20 feet.

6104 Location of LP-Gas Containers

6104.2 Maximum Capacity within Established Limits

Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons (7570 L) (see Section 3 of the Sample Legislation for Adoption of the *International Fire Code* on page xxi).

Exception:

1. In particular installations, this capacity limit shall be determined by the *fire code official*, after consideration of special features such as topographical conditions, nature of occupancy, and proximity to buildings, capacity of proposed LP-gas containers, degree of fire protection to be provided and capabilities of the local fire department.
2. Except as permitted in 308 and 6104.3.2, LP-gas containers are not permitted in residential areas.

6104.3 Container Location

6104.3.2 Spas, Pool Heaters and other Listed Devices

Where natural gas service is not available and where approved by the fire code official, an LP-Gas container is allowed to be used to supply spa and pool heaters or other listed devices. Such container shall not exceed 250-gallon water capacity per lot. See Table 6104.3 for location of containers.

Exception:

Lots where LP can be off loaded wholly on the property where the tank is located may install 500 gallon above ground or 1,000 gallon underground approved containers.

6107 Safety Precautions and Devices

6107.4 Protecting Containers from Vehicles

Where exposed to vehicular damage due to proximity to alleys, driveways or parking areas, LP-gas containers, regulators and piping shall be protected in accordance with Section 312. NFPA 58.

6109 Storage of Portable LP-Gas Containers Awaiting Use or Resale

6109.13 Protection of Containers

LP-gas containers shall be stored within a suitable enclosure or otherwise protected against tampering. Vehicle impact protection shall be provided as required by Section 6107.4

Exception

Vehicle impact protection shall not be required for protection of LP-gas containers where the containers are kept in lockable, ventilated cabinets of metal construction.



End of Exhibit A

ADOPTION AND SUMMARY OF AMENDMENTS

Ordinance Number	Date	Summary
21-xx	July 8, 2021	• Referenced 2018 IRC
16-15	October 13, 2016	• Removed ETJ
15-16	December 10, 2015	• Amended to match Little Elm adopted Fire Code.
11-06 98-04A	May 12, 2011	REPEALED