LITTLE ELM

WORKSHOP & REGULAR MEETING
OF THE TOWN COUNCIL

Tuesday, October 18, 2022
6:00 PM
Little Elm Town Hall
100 W Eldorado Parkway, Little Elm, TX 75068

1. **Call to Order Council Workshop at 6:00 p.m.**

   A. Present and Discuss an **Overview of Zoning Ordinance Definitions Related to Single Family.**

2. **Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.**

   A. Invocation.

   B. Pledge to Flags.

   C. Items to be Withdrawn from Consent Agenda.

   D. Emergency Items if Posted.

   E. Request by the Town Council for Items to be Placed on a Future Agenda for Discussion and Recognition of Excused Absences.

F. **Presentation of Monthly Updates.**
Presentation of monthly updates from department heads: concerning law enforcement activities, municipal court, customer service, emergency medical services, fire department response, fire prevention activities, emergency management, ongoing economic development projects, building permits, code enforcement activities, library activities, human resources updates, information technology report, revenue and expenditure report, street construction status, sanitation services, highway construction status, utility operations, parks and recreation activities, as well as facility and fleet updates.

G. Town Council to Highlight Items on the Agenda Needing Further Discussion or Comments Prior to the Regular Session.

3. **Presentations.**

A. Present a **Proclamation Declaring October 24, 2022 as Diwali Day.**

4. **Public Comments**
Persons may address the Town Council on any issue. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meeting Act, the council may not comment or deliberate such statements during this period, except as authorized by Section 551.072, Texas Government Code.

5. **Consent Agenda**
All matters listed under the Consent Agenda are considered to be routine by the Town Council and require little or no deliberation. There will not be a separate discussion of these items and the agenda will be enacted by one vote. If the Council expresses a desire to discuss a matter listed, that item will be removed from the consent agenda and considered separately.

A. Consider Action to Approve the **Minutes from the September 27, 2022, Regular Town Council Meeting.**

B. Consider Action to Approve **Resolution No. 1018202201 for the Town of Little Elm Police Department to Receive Grant Funding for Tobacco Compliance Checks of Tobacco Sales of Underage Tobacco Purchases at Licensed Retail Outlets within the Town of Little Elm.**

C. Present, Discuss, and Consider Action on **Ordinance No. 1688 Approving and Authorizing the Issuance and Sale of the Town of Little Elm, Texas, Special Assessment Revenue Bonds, Series 2022 (Valencia Public Improvement District No. 2 Project); and Approving and Authorizing Related Agreements.**

D. Consider Action on Retroactive Authorization for **Emergency Manhole Sewer Repair, with Maya Underground Contractors, LLC in the Estimated Amount of $408,000.**

E. Present, Discuss, and Consider Action on a **Development Agreement associated with the Lakefront Residential Overlay District, between the Town of Little Elm and Charles and Meghan Ware, Property Owners of 204 Judy Lane.**

F. Consider Action to Approve a **Professional Services Agreement with Cobb-Fendley & Associates regarding Development Plan Review Services for Fiscal Year 2022-2023 in an estimated amount of $130,000.**

G. Consider Action to Approve the **Cottonwood Creek Marina Revised and Restated Concession Agreement.**

6. **Regular Items.**

A. Present, Discuss, and Consider Action on **Acceptance of an Award by FEMA for the Fiscal Year 2021 Staffing for Adequate Fire and Emergency Response (SAFER) Program; Hiring 11 New Full-Time Firefighters.**

B. Discuss and Consider Action to **Repeal Ordinance No. 850 Regarding the Keep Little Elm Beautiful Committee.**

C. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1689 Regarding a Request to Rezone Approximately 4.159 Acres of Land, Currently Zoned as Lakefront District (LF), in Order to Establish a New Planned Development District Based on Lakefront (LF) District, to Capture Existing Development, and Allow New Commercial and Residential Development with Modified Uses and Development Standards as well as Expand the Existing Daycare Facility.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1689:

D. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Matt Mahdi Shekari with Lake Shore Plaza LLC.**

E. Hold a Public Hearing to Present, Discuss, and Consider Action on **Ordinance No. 1687 Accepting and Approving a Service and Assessment Plan and Assessment Roll for the Valencia Public Improvement District No. 2 and Levying Assessments.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1687

7. **Convene in Executive Session pursuant to Texas Government Code:**

- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

8. **Reconvene into Open Session**

Discussion and consideration to take any action necessary as the result of the Executive Session:

- COVID-19 Pandemic and the Town's response thereto, including the consideration of an emergency declaration ordinance.
- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

9. **Adjourn.**

Pursuant to the Texas Open Meeting Act, (Chapter 551, Texas Government Code), one or more of the above items will be taken or conducted in open session following the conclusion of the executive closed session.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aide of service such as interpreters for the hearing impaired, reader or large print are requested to contact the secretary at 214-975-0452 two days prior to the meeting so appropriate arrangements can be made. **BRAILLE IS NOT PROVIDED.**

Respectfully,

Town Secretary

This is to certify that the above notice was posted on the Town's website this 14th day of October 2022 before 5:00 p.m.

Date:	10/18/2022
Agenda Item #:	1. A.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present and Discuss an **Overview of Zoning Ordinance Definitions Related to Single Family.**

DESCRIPTION:

Staff will present an overview of zoning ordinance definitions related to single family.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.

Date:	10/18/2022
Agenda Item #:	3. A.
Department:	Administrative Services
Strategic Goal:	Ensure strong relationship within the community and region
Staff Contact:	Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Present a **Proclamation Declaring October 24, 2022 as Diwali Day.**

DESCRIPTION:

Mayor Cornelious will present a proclamation declaring October 24, 2022 as Diwali Day.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

2022 Diwali Proclamation

Proclamation

WHEREAS, special Diwali celebrations celebrating the Festival of Lights, one of the biggest Hindu holidays are being held across the metroplex; and

WHEREAS, not only the Indian community of Little Elm, but the entire community are invited to join in the festivities where people pray for knowledge and universal well-being, as well as light candles inside and outside their homes to celebrate the occasion; and

WHEREAS, Diwali at Beach Team seek to offer the Little Elm community opportunities for rich cultural, holistic health and educational programs that seek to improve the quality of life of area residents; and

WHEREAS, the Town of Little Elm recognizing the rich cultural diversity present in the Town.

NOW, THEREFORE, I, Curtis J. Cornelious, Mayor of the Town of Little Elm do hereby declare **October 24, 2022** as **Diwali Day** and urge all residents to take cognizance of this event and participate in all the events related thereto in this community.

Given under my hand and Seal of the Town of Little Elm, Texas, this 18th day of October, 2022.

_____

Curtis J. Cornelious, Mayor of Little Elm

Date:	10/18/2022
Agenda Item #:	5. A.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Caitlan Biggs, Director of Administrative Services/Town Secretary

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AGENDA ITEM:

Consider Action to Approve the **Minutes from the September 27, 2022, Regular Town Council Meeting.**

DESCRIPTION:

The minutes from the September 27, 2022, regular Town Council meeting are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - September 27, 2022

D R A F T

Minutes
Town of Little Elm
100 W Eldorado Parkway
Little Elm, Texas 75068
214-975-0404
http://www.littleelm.org

REGULAR TOWN COUNCIL MEETING
TUESDAY SEPTEMBER 27, 2022 - 6:00 p.m.

Present: Mayor Curtis J. Cornelious; Council Member Neil Blais; Council Member Jamell Johnson; Council Member Tony Singh; Mayor Pro Tem Lisa Norman; Council Member Michael McClellan

Absent: Council Member Jeremy Lukas

Staff Present: Caitlan Biggs, Director of Administrative Services/Town Secretary; Jennette Espinosa, Executive Director; Joe Florentino, Assistant Town Manager; Matt Mueller, Town Manager; Chad Hyde, Director of Community Services; Deidre Hale, Human Resources Director; Doug Peach, Deputy Town Manager; Fred Gibbs, Director of Development Services; Jason Shroyer, Director of Public Works; Kate Graham, Assistant to the Town Manager; Kelly Wilson, Chief Financial Officer; Paul Rust, Fire Chief; Rebecca Hunter, Purchasing Manager; Robert Brown, Town Attorney; Rodney Harrison, Police Chief

1. Call to Order Council Workshop at 6:00 p.m.

Meeting was called to order at 6:00 p.m.

2. **Workshop.**

A. Present an **Overview of the Community Integrity Program.**

Community Integrity Manager Nathan Abato gave an overview of the Community Integrity department in the attached presentation.

3. Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.

A. Invocation.

Mayor Cornelious gave the invocation.

B. Pledge to Flags.

C. Items to be Withdrawn from Consent Agenda.

None.

D. Emergency Items if Posted.

None.

E. Request by the Town Council for Items to be Placed on a Future Agenda for Discussion and Recognition of Excused Absences.

Council Member Singh requested that his absence at the September 4 meeting be excused due to work.

F. **Presentation of Monthly Updates.**
Presentation of monthly updates from department heads: concerning law enforcement activities, municipal court, customer service, emergency medical services, fire department response, fire prevention activities, emergency management, ongoing economic development projects, building permits, code enforcement activities, library activities, human resources updates, information technology report, revenue and expenditure report, street construction status, sanitation services, highway construction status, utility operations, parks and recreation activities, as well as facility and fleet updates.

Town Manager Matt Mueller stated that prior to the meeting, Council and Staff broke ground on The Lawn at the Lakefront. He also thanked Council for allowing this meeting to be moved from the prior week.

G. Town Council to Highlight Items on the Agenda Needing Further Discussion or Comments Prior to the Regular Session.

None.

4. **Presentations.**

A. Present a Proclamation **Declaring October 2022 as National Chiropractic Health Month.**

Mayor Cornelious presented the proclamation.

B. Present a Proclamation **Declaring September 17 through 23, 2022 as Constitution Week.**

Mayor Cornelious presented the proclamation.

C. Present a Proclamation **Declaring October 2022 as National Code Compliance Month.**

Mayor Cornelious presented the proclamation.

5. Public Comments

Persons may address the Town Council on any issue. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meeting Act, the council may not comment or deliberate such statements during this period, except as authorized by Section 551.072, Texas Government Code.

None.

6. Consent Agenda

All matters listed under the Consent Agenda are considered to be routine by the Town Council and require little or no deliberation. There will not be a separate discussion of these items and the agenda will be enacted by one vote. If the Council expresses a desire to discuss a matter listed, that item will be removed from the consent agenda and considered separately.

A. Consider Action to Approve the **Minutes from the September 6, 2022, Regular Town Council Meeting.**

B. Consider Action to Approve an **Interlocal Agreement between the Town of Little Elm and the City of Oak Point to Provide Jail Services for Class C Misdemeanor Municipal Warrants.**

C. Consider Action to Approve **Little Elm EDC's Investment Policy for 2022-2023.**

D. Consider Action to Approve an **Agreement for Reimbursement between the Town of Little Elm and Little Elm Economic Development Corporation for expenses incurred regarding a Data Processing Agreement, with Addendum, for services provided by EDOiQ.**

E. Consider Action to Award **Bid 2022-22 for an Annual Requirements Agreement for Janitorial Supplies to Complete Supply, Inc., for an estimated annual expenditure of $50,000.**

F. Consider action to Approve a **Design Contract Amendment with Pacheco-Koch Consulting Engineers, Inc. for the Hill Lane Improvement Project.**

G. Consider Action to Approve **Resolution 0927202201 regarding a Green Ribbon Program Project Advance Funding Agreement between the Town of Little Elm and the State of Texas regarding Landscaping Improvements along FM 423.**

H. Consider Action to Approve **Ordinance No. 1686 Establishing the 2022 Certified Appraisal Roll.**

I. Consider Action to Approve the **Two (2) recommended Appointments for Little Elm Economic Development Corporation's Board of Directors.**

J. Consider Action to Approve **Resolution 0927202202 Approving a Negotiated Settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division regarding the Company's 2022 Rate Review Mechanism Filing.**

7. Convene in Executive Session pursuant to Texas Government Code:

- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
    - Town Prosecutor
    - Town Judge
    - Town Attorney
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

Town Council convened into Executive Session at 6:35 p.m.

8. Reconvene into Open Session

Discussion and consideration to take any action necessary as the result of the Executive Session:

- COVID-19 Pandemic and the Town's response thereto, including the consideration of an emergency declaration ordinance.
- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
    - Town Prosecutor
    - Town Judge
    - Town Attorney
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

Town Council reconvened into Open Session at 7:30 p.m.

Council Member Neil Blais motioned to update the City Attorney's fees in his contract per discussion, seconded by Jamell Johnson, passes 6-0.

Direction by Town Council to conduct a market study for Prosecutor and Judge rates and history of current contracts and for review to be conducted prior to the end of the budget cycle.

9. Adjourn.

Meeting adjourned at 7:32 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this 18th day of October 2022.

Date:	10/18/2022
Agenda Item #:	5. B.
Department:	Administrative Services
Strategic Goal:	Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact:	Rodney Harrison, Police Chief

AGENDA ITEM:

Consider Action to Approve **Resolution No. 1018202201 for the Town of Little Elm Police Department to Receive Grant Funding for Tobacco Compliance Checks of Tobacco Sales of Underage Tobacco Purchases at Licensed Retail Outlets within the Town of Little Elm.**

DESCRIPTION:

In an effort to aid the Little Elm Police Department in their endeavor to further protect Little Elm residents and prevent crime, grant funding is being sought from the Texas State University in the amount of $1,875.00. The goal of this program is to conduct 15 controlled buys/stings using minor decoys, to determine compliance with applicable laws in accordance with Texas Health and Safety Code 161.082 within the Town of Little Elm. This grant has no matching funds requirement.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

2023 Texas State University Tobacco Compliance Contract

Resolution No 10182022 2023 Texas State University Tobacco Compliance

INTERLOCAL COOPERATION CONTRACT

THE STATE OF TEXAS
COUNTY OF HAYS

This Interlocal Cooperation Contract (this "Contract") is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the *Interlocal Cooperation Act, Chapter 791, Texas Government Code*.

I. Contracting Parties

The Receiving Party: **Texas State University ("Texas State")** an institution of higher education and agency of the State of Texas.

Texas School Safety Center
601 University Dr.
San Marcos, Texas 78666

The Performing Party: **Town of Litte Elm** a local government of the State of Texas

Little Elm Police Department
100 W Eldorado Pkwy
Little Elm, TX 75068-5060

II. Statement of Services to be Performed

Performing Party will perform the following service(s):

Conduct **15** controlled buy/stings and follow-ups of tobacco permitted retail outlets and sales and use tax permitted e-cigarette retail outlets using minors as decoys, to determine compliance with applicable laws in accordance with *Texas Health and Safety Code §161.082 – Sale of cigarettes, e-cigarettes, or tobacco products to persons younger than 21 years of age prohibited: Proof of age required.* Work shall be performed following the details outlined in attached **Exhibit A – Scope of Work**, and **Exhibit B – Performance Measures**.

III. Basis for Calculating Reimbursable Costs

Performing Party shall be paid $125.00 for each correct and completed controlled buy/sting and follow-up reported on the Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 9/2020)) **(for a maximum of 15 Controlled Buy/Stings and Follow-ups x $125.00 each for a total of $1,875.00)**. Payment will be based on the receipt and approval of an invoice for services following the details outlined in attached **Exhibit C – Payment for Services**.

IV. Contract Amount

The total amount of this Contract shall not exceed ONE THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS AND NO/100 CENTS ($1,875.00). This is the maximum amount collectable under the Contract as written.

V. Payment of Services

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the *Texas Prompt Payment Act, Chapter 2251, Texas Government Code*.

Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party in the form of a contract from the Department of State Health Services and/or the Texas Health and Human Services Commission to fund local law enforcement agencies to enforce *Texas Health and Safety Code §161.082 – Sale of cigarettes, e-cigarettes, or tobacco products to persons younger than 21 years of age prohibited: Proof of age required.*

VI. Warranties

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in *Texas Government Code 403.105 – Permanent Fund for Health and Tobacco Education and Enforcement*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in *Chapter 161.088, Texas Health and Safety Code and Chapter 791, Texas Government Code;* (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

VII. Term of the Contract

This Agreement is effective **upon execution of this contract** and shall terminate on **August 31, 2023.**

VIII. Termination

In the event of a material failure by a Performing Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon **30 days'** advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the **30-day** period.

IX. Other Provisions

Entire Contract; Modifications. This Contract supersedes all prior agreements, written or oral, between Receiving Party and Performing Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter of this Contract. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Party and Performing Party.

Assignment. This Contract is not transferable or assignable except upon written approval by Receiving Agency and Performing Agency.

Severability. If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

Public Records. It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Party.

Certification. The Receiving Party and the Performing Party certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies, (2) the proposed arrangements serve the interest of efficient and economical administration of the State of Texas, and (3) the services, supplies or materials contracted for are not required by Section 21, Article 16 of the *Texas Constitution* to be supplied under contract given to the lowest responsible bidder.

Duly authorized representatives of the Performing Party and the Receiving Party have executed and delivered this Contract to be effective as of the Effective Date.

PERFORMING PARTY
Town of Little Elm

By _____

Name _____

Title _____

Date _____

By _____

Name _____

Title _____

Date _____

RECEIVING PARTY
Texas State University

By _____

Name _____

Title _____

Date _____

EXHIBIT A
SCOPE OF WORK

The Performing Party shall diligently render the following performance:

Contract funds shall be used to support the enforcement activities and additional program requirements outlined below. The Performing Party shall meet the assigned Performance Measures assigned in Exhibit B.

1. **Enforcement Activities**
   The Performing Party shall:

   a. Conduct Controlled Buy/Stings and Follow-ups of tobacco permitted retail outlets and sales and use tax permitted e-cigarette retail outlets using youth as decoys, to determine compliance with applicable laws in accordance with *Texas Health and Safety Code §161.082 – Sale of cigarettes, e-cigarettes, or tobacco products to persons younger than 21 years of age prohibited: Proof of age required*. Refer to **Exhibit B Schedule – Performance Measures**, for the number of controlled buy/stings to be conducted.

   b. Conduct controlled buy/stings and follow-ups in target areas to include high retail density, low socio economic, high risk areas, and local perspective of previous sales to youth and/or complaints received.

   c. Record the results of the controlled buy/stings conducted using the Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 9/2020)) provided by the Texas School Safety Center at Texas State University.

   d. Use non-smoking male and female youth ages 16 –20 (born on or after September 1, 2001) in accordance with *Texas Health and Safety Code, Chapter 161.088 – Enforcement; Announced Inspections*.

   e. Use the State Comptroller of Public Accounts most recent Tobacco Permitted Retail Outlet List and Sale and Use Tax Outlet List of e-cigarette retail outlets for the controlled buy/stings to obtain retail outlet name, address, and tobacco permit numbers.

   f. Conduct follow-up controlled buy/stings of retail outlets found to be in violation of the sale of cigarettes, e-cigarettes, or tobacco products to youth. Reasons for follow-up may include: 1) repeated violations, 2) knowledge of historical perspective of previous sales to youth, and /or 3) complaints received where a follow-up is needed. Follow-up controlled buy/stings shall be conducted within two to ten (2-10) days of original controlled buy/sting.

2. **Training Activities**
   The Performing Party shall:

   a. Participate in a web-based training session conducted by Texas School Safety Center at Texas State University prior to implementation of contract activities. Representative(s) shall include the person(s) assigned to the implementation of the contract activities, and/or the supervisor overseeing the day-to-day activities of this contract, and the person(s) conducting the enforcement activities outlined in Exhibit A – Scope of Work.

   b. Participate in any and all ongoing technical assistance and training activities offered by the Texas School Safety Center at Texas State University.

3. **Reporting Requirements**
   The Performing Party shall:

   a. Submit a completed Monthly Summary and Invoice form (TEP-101 (Rev 9/2022)) provided by the Texas School Safety Center at Texas State University that tallies the number of controlled buy/stings and follow-ups conducted and number of citations issued within the performance reporting period.

   b. Submit billing information for services provided in the invoice section of the Monthly Summary and Invoice form (TEP-101 (Rev 9/2022)). Payment amount for services is outlined in **Exhibit C – Payment for Services.** The Monthly Summary and Invoice form (TEP-101 (Rev 9/2022)) shall be signed by the designated authorized official

   c. Attach completed Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report forms (TEP-102 (Rev 9/2020)) for each controlled buy/sting conducted for the performance reporting period. The total activity reported shall correspond to the pre-established monthly goal listed in the Work Plan (TEP-100 (Rev 9/2020)).

   d. The Monthly Summary and Invoice form (TEP-101 (Rev 9/2022)) shall be submitted to the Texas School Safety Center on the first day of the month. The report may be mailed to the Texas School Safety Center, Attn. Bea Pyle, 601 University Dr., San Marcos, Texas 78666 or emailed to beapyle@txstate.edu.

   e. Texas School Safety Center forwards violation information to the Comptroller of Public Accounts as required by law, (*Texas Health & Safety Code, Section 161.090 Reports of Violation*) by the 10th working day of the month for activity of the previous month.

4. **Additional Program Requirements**
   The Performing Party shall:

   a. Assign a minimum of one (1) agency representative to the implementation of the activities of this contract, and provide the name(s) of any key personnel changes that impact the requirements of this contract to via email: beapyle@txstate.edu or phone: 512-245-0821.

b. Coordinate enforcement activities with other law enforcement agencies within the Performing Party's area. Coordination of services shall include but not limited to resources such as officers and youth decoys to maintain integrity of the undercover operation in testing compliance with tobacco sales to youth.

c. Performing Party shall maintain specific, detailed supporting documentation of all programmatic records used in the course of conducting the Controlled Buy/Stings for a minimum of 4 years.

EXHIBIT B
PERFORMANCE MEASURES

The following performance measures will be used to measure compliance with the services rendered as described in Exhibit A, Scope of Work.

The Performing Party shall:

1. Conduct the number of activities for this contract period as follows:

    a. Total number of controlled buy/stings and follow-ups using youth as decoys: **15**
        i. In at least 50% of all controlled buy/stings conducted, the youth must attempt to purchase an e-cigarette, component, part, or accessory.
        ii. Minimum number of e-cigarette attempts: **8**

    b. A performance measure will not be assigned for follow-up of controlled buy/stings as a result of local perspective of previous sales to minors and/or complaints received. However, contractor is required to conduct follow-up of retail outlets not in compliance and report the activity monthly.

2. The Performing Party shall follow the Work Plan's (TEP-100 (Rev 9/2020)) monthly goals as pre-established upon the execution of the contract. The Work Plan (TEP-100 (Rev 9/2020)) outlines monthly goals to follow from **September 2022 to August 2023.**

    a. Deviation from the pre-established Contractor's Program Work Plan requires **prior** approval from the Texas School Safety Center at Texas State University via email: beapyle@txstate.edu or phone: 512-245-0821.

    b. Failure to complete and/or update the Work Plan (TEP-100 (Rev 9/2020)) may result in payment being withheld until completion or submission.

EXHIBIT C
PAYMENT FOR SERVICES

Payment will be based on the receipt and approval of Monthly Summary and Invoice form (TEP-101 (Rev 9/2022)) and attached Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report forms (TEP-102 (Rev 9/2020)).

The Performing Party shall:

1. Be paid monthly upon submission of completed Monthly Summary and Invoice form (TEP-101 (Rev 9/2022)) and attached Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report forms (TEP-102 (Rev 9/2020)) as confirmation of services rendered.

2. Be paid $125.00 for each correct and completed controlled buy/sting reported on the Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 9/2020)). All costs incurred for the purpose of conducting a complete control buy/sting are the responsibility of the contractor. In order to receive full payment for the controlled buy/stings including follow-ups billed for each performance reporting period, a completed Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 9/2020)) must be attached for each.

3. Submit invoices and attachments to the Texas School Safety Center, Attn. Bea Pyle, 601 University Dr., San Marcos, Texas 78666 or emailed to beapyle@txstate.edu.

The Monthly Summary and Invoice form (TEP-101 (Rev 9/2022)) will be reviewed by the receiving agency and submitted for payment if information included in the report and attachments are correct. Payment shall be subject to laws of the State of Texas including Prompt Payment.

Notwithstanding the foregoing, the cumulative amount of Service Fees remitted by University to Contractor shall not exceed **$1,875.00** without prior written approval from the Texas School Safety Center at Texas State University.

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. 1018202201

A RESOLUTION BY THE TOWN OF LITTLE ELM APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE TEXAS STATE UNIVERSITY FOR THE LITTLE ELM POLICE DEPARTMENT TO PERFORM TOBACCO COMPLIANCE CHECKS OF UNDERAGE TOBACCO PURCHASES AT LICENSED RETAIL OUTLETS.

WHEREAS, The Town Council of the Town of Little Elm finds it in the best interest of the citizens of the Town of Little Elm, that the Little Elm Police Department conduct 15 controlled buy/stings of underage tobacco purchases at licensed retail outlets by August 31, 2022; and

WHEREAS, The Town Council of the Town of Little Elm agrees that in the event of loss or misuse of the Texas State University funds, the Town Council of the Town of Little Elm assures that the funds will be returned to the Texas State University in full.

WHEREAS, The Town Council of the Town of Little Elm designates the Town Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The Town Council of the Town of Little Elm, Texas approves submission of the grant application for the Little Elm Police Department Tobacco Compliance checks to the Texas State University.

PASSED AND APPROVED this ____ day of October, 2022.

_____
Curtis Cornelious, Mayor

ATTEST:

_____
Caitlan Biggs, Town Secretary

Date:	10/18/2022
Agenda Item #:	5. C.
Department:	Economic Development Corporation
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Present, Discuss, and Consider Action on **Ordinance No. 1688 Approving and Authorizing the Issuance and Sale of the Town of Little Elm, Texas, Special Assessment Revenue Bonds, Series 2022 (Valencia Public Improvement District No. 2 Project); and Approving and Authorizing Related Agreements.**

DESCRIPTION:

The Town is authorized by the PID Act to issue its revenue bonds payable from the Assessments (the "Bonds") and other revenues received for the purposes of (i) paying a portion of the Actual Costs of the Authorized Improvements of Valencia Public Improvement District No. 2, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Authorized Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds.

The Town Council will determine if it is in the best interests of the Town to issue its bonds to be designated "Town of Little Elm, Texas, Special Assessment Revenue Bonds, Series 2022 (Valencia Public Improvement District No. 2 Project)(the "Bonds"), such series to be payable from and secured by the Trust Estate, defined in the Indenture.

The Town Council hereby finds and determines to (i) approve the issuance of the Bonds to finance a portion of the actual costs of the Authorized Improvements as identified in the Service and Assessment Plan, (ii) approve the form, terms and provisions on an indenture securing the Bonds and authorized hereby, (iii) approve the form terms and provisions of a Bond Purchase Agreement between the Town of Little Elm and the purchaser of the Bonds, (iv) approve a preliminary Limited Offering Memorandum, (v) approve the form, terms and provisions of a Continuing Disclosure Agreement, (vi) approve the form, terms and provisions of a Construction, Funding, and Acquisition Agreement, (vii) approve the form, terms and provisions of a Landowner Agreement.

BUDGET IMPACT:

The Town's budget is not impacted with the issuance of said Bonds. These Bonds will be assessed to the homeowners in said District.

RECOMMENDED ACTION:

Staff recommends approval of Ordinance No. 1688 which includes the following documents:

- Indenture of Trust
- Bond Purchase Agreement
- Continuing Disclosure Agreement
- Construction, Funding and Acquisition Agreement
- Valencia on the Lake 2B2 and 4, LLC Landowner Agreement

Attachments

Ordinance 1688 - Approving Bonds for Valencia PID No 2

ORDINANCE NO. 1688

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE TOWN OF LITTLE ELM, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (VALENCIA PUBLIC IMPROVEMENT DISTRICT NO. 2 PROJECT); AND APPROVING AND AUTHORIZING RELATED AGREEMENTS.

WHEREAS, the Town of Little Elm, Texas (the "Town"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), has previously established the "Valencia Public Improvement District No. 2" (the "District"), pursuant to Resolution No. 0816202201 adopted by the Town Council of the Town (the "Town Council") on August 16, 2022; and

WHEREAS, pursuant to the PID Act, the Town Council published notice of and convened a public hearing on October 18, 2022 regarding the levy of special assessments against benefitted property located within the District and, after hearing testimony at such public hearing, the Town Council closed the public hearing and adopted Ordinance No. 1687 (the "Assessment Ordinance") on October 18, 2022; and

WHEREAS, in the Assessment Ordinance, the Town Council approved and accepted the Valencia Public Improvement District No. 2 Service and Assessment Plan (the "Service and Assessment Plan"), relating to the District and levied special assessments (the "Assessments") against the Assessed Property (as defined in the Service and Assessment Plan), as shown on the assessment roll that was attached to the Service and Assessment Plan as Appendix G (the "Assessment Roll"); and

WHEREAS, capitalized terms used in this Ordinance and not otherwise defined herein shall have the meanings assigned to them in the Service and Assessment Plan; and

WHEREAS, the Town is authorized by the PID Act to issue its revenue bonds payable from the Assessments (the "Bonds") and other revenues received for the purposes of (i) paying a portion of the Actual Costs of the Authorized Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Authorized Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds; and

WHEREAS, the Town Council hereby finds and determines that it is in the best interests of the Town to issue its bonds to be designated "Town of Little Elm, Texas, Special Assessment Revenue Bonds, Series 2022 (Valencia Public Improvement District No. 2 Project)" (the "Bonds"), such series to be payable from and secured by the Trust Estate (as defined in the Indenture); and

WHEREAS, the Town Council hereby finds and determines to (i) approve the issuance of the Bonds to finance a portion of the Actual Costs of the Authorized Improvements, as identified in the Service and Assessment Plan, (ii) approve the form, terms, and provisions of an Indenture (defined below) securing the Bonds authorized hereby, (iii) approve the form, terms and provisions of a Bond Purchase Agreement (defined below) between the Town and the purchaser of the Bonds, (iv) approve a Preliminary Limited Offering Memorandum (defined below) and a Limited Offering Memorandum (defined below), (v) approve the form, terms and provisions of a Continuing Disclosure Agreement (defined below), (vi) approve the form, terms and provisions of

a Construction, Funding, and Acquisition Agreement (defined below), and (vii) approve the form, terms and provisions of a Landowner Agreement (defined below); and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; now, therefore

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

SECTION 1. Approval of Issuance of Bonds and Indenture of Trust.

(a) The issuance of the Bonds in the principal amount of $_,_____,_____ for the purpose of providing funds for (i) paying a portion of the Actual Costs of the Authorized Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Authorized Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds, is hereby authorized and approved.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture") dated as of November 1, 2022, between the Town and Wilmington Trust, National Association, as trustee (the "Trustee"), which Indenture is hereby approved in substantially the form attached hereto as **Exhibit A,** which is incorporated herein as a part hereof for all purposes, with such changes or additions thereto as may be approved by the Mayor or Mayor Pro Tem of the Town (upon the advice of the Town Manager and the Town's advisors) as evidenced by the execution and delivery thereof. The Mayor or Mayor Pro Tem of the Town is hereby authorized and directed to execute the Indenture and the Town Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem and such officials are hereby authorized to deliver the Indenture.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture with such insertions, omissions and modifications as may be required to conform the form of bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the Pledged Revenues (as defined in the Indenture) and other assets of the Trust Estate pledged to such series, and shall never be payable from ad valorem taxes.

SECTION 2. Sale of Bonds; Approval of Bond Purchase Agreement. The Bonds shall be sold to FMSbonds, Inc. (the "Underwriter") under that certain Bond Purchase Agreement (the "Bond Purchase Agreement"), dated the date hereof, between the Town and the Underwriter, substantially in the form attached hereto as **Exhibit B** which is incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interests of the Town at the price and on the terms and provisions set forth in the Bond Purchase Agreement. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the Town Manager and the Town's advisors, such approval to be evidenced by the execution and delivery of the Bond Purchase Agreement by the Mayor or Mayor Pro Tem of the Town. The Mayor or Mayor Pro Tem of the Town is hereby authorized and directed to execute and deliver the Bond Purchase Agreement.

SECTION 3. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Bonds (the "Preliminary Limited Offering Memorandum") and any addenda, supplement or amendment thereto and the final Limited Offering Memorandum (the "Limited Offering Memorandum") are hereby in all respects approved and adopted. The Preliminary Limited Offering Memorandum and the Limited Offering Memorandum as thus approved and delivered, with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem of the Town and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The Town Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed and the Preliminary Limited Offering Memorandum is hereby deemed "final" as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor or Mayor Pro Tem, this Town Council, including the Mayor and Mayor Pro Tem, are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to the Development (as described in the Limited Offering Memorandum), the Developer (as defined in the Limited Offering Memorandum), the Master Developer (as defined in the Limited Offering Memorandum)or its financial ability, or regarding any builders or landowners, or the appraisal of the property in the District.

SECTION 4. Continuing Disclosure Agreement. That certain "Town of Little Elm, Texas, Special Assessment Revenue Bonds, Series 2022 (Valencia Public Improvement District No. 2 Project) Continuing Disclosure Agreement of the Issuer" (the "Continuing Disclosure Agreement") by and among the Town, MuniCap, Inc., as Administrator, and MuniCap, Inc., as dissemination agent, is hereby authorized and approved in substantially the form attached hereto as **Exhibit C** which is incorporated herein as a part hereof for all purposes and the Mayor and Mayor Pro Tem of the Town is authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 5. Construction, Funding, and Acquisition Agreement. That certain "Valencia Public Improvement District No. 2 Construction, Funding, and Acquisition Agreement" (the "Construction, Funding, and Acquisition Agreement") between the Town and Valencia on the Lake 2B2 and 4, LLC, is hereby authorized and approved in substantially the form attached hereto as **Exhibit D** which is incorporated herein as a part hereof for all purposes and the Town Manager, Mayor, and Mayor Pro Tem of the Town is authorized and directed to execute and deliver such Construction, Funding, and Acquisition Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the Town Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 6. Landowner Agreement. That certain "Valencia Public Improvement District No. 2 Landowner Agreement" (the "Landowner Agreement") between the Town and Valencia on the Lake 2B2 and 4, LLC, is hereby authorized and approved in substantially the form attached hereto as **Exhibit E** which is incorporated herein as a part hereof for all purposes and the Town Manager, Mayor, and Mayor Pro Tem of the Town is authorized and directed to execute and deliver such Landowner Agreement with such changes as may be required to carry out the

purpose of this Ordinance and as approved by the Town Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 7. Additional Actions. The Mayor, the Mayor Pro Tem, the Town Manager, the Deputy Town Manager, the Chief Financial Officer of the Town, and the Town Secretary are each hereby authorized and directed to take any and all actions on behalf of the Town necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Mayor, the Mayor Pro Tem, the Town Manager, the Deputy Town Manager, the Chief Financial Officer of the Town, and the Town Secretary are each hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance or any other certificates, agreements, or other documents subsequent to the delivery of the Bonds which may be necessary or appropriate to carry out or fulfill the purpose and intent of the Service and Assessment Plan and the acquisition and construction of the Authorized Improvements.

SECTION 8. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 9. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 10. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 11. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 12. Incorporation of Findings and Determinations. The findings and determinations of the Town Council contained in the preamble of this Ordinance are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 13. Effective Date. This Ordinance shall take effect and be in force immediately from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED, this the 18th day of October, 2022.

TOWN OF LITTLE ELM, TEXAS

_____
Curtis J. Cornelious, Mayor

ATTEST:

_____
Caitlan Biggs, Town Secretary

_____
Matt Mueller, Town Manager

(Town Seal)

APPROVED AS TO FORM:

_____
Robert Brown, Town Attorney

EXHIBIT A

INDENTURE OF TRUST

INDENTURE OF TRUST

By and Between

TOWN OF LITTLE ELM, TEXAS

and

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee

DATED AS OF NOVEMBER 1, 2022

SECURING

$_____
TOWN OF LITTLE ELM, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(VALENCIA PUBLIC IMPROVEMENT DISTRICT NO. 2 PROJECT)

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INDENTURE OF TRUST

THIS INDENTURE OF TRUST, dated as of November 1, 2022 is by and between the TOWN OF LITTLE ELM, TEXAS (the "Town"), and WILMINGTON TRUST, NATIONAL ASSOCIATION, as trustee (together with its successors, the "Trustee"). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition was submitted and filed with the Town Secretary of the Town (the "Town Secretary") pursuant to the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "PID Act"), requesting the creation of a public improvement district located within the corporate limits of the Town to be known as the Valencia Public Improvement District No. 2 (the "District"); and

WHEREAS, the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Denton Central Appraisal District, and the signature of the record owner of taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on August 16, 2022, after due notice, the Town Council of the Town (the "Town Council") held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the petition as required by Section 372.009 of the PID Act and on August 16, 2022, the Town Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 0816202201, adopted by a majority of the members of the Town Council, authorized the District in accordance with its finding as to the advisability of the improvement projects and services and also made findings and determinations relating to the estimated total costs of certain Authorized Improvements; and

WHEREAS, on August 19, 2022, the Town filed a copy of Resolution No. 0816202201 with the county clerk of each county in which all or a part of the District is located in accordance with the provisions of the PID Act; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the Town Secretary within 20 days after August 16, 2022, and

WHEREAS, on September 6, 2022 the Town Council by Resolution No. 0906202201 made findings and determinations relating to the Actual Costs of certain Authorized Improvements allocable to the property within the District, received and accepted a preliminary Service and Assessment Plan, including a proposed assessment roll for the District, called a public hearing for October 18, 2022, and directed Town staff to: (i) file said proposed assessment roll with the Town Secretary and make it available for public inspection as required by Section 372.016(b) of the PID Act, and (ii) publish such notice of the October 18, 2022 hearing as required by Section 372.016(b) of the PID Act; and

WHEREAS, on September 17, 2022, the Town Council, pursuant to Section 372.016(b) of the PID Act, published notice of the public hearing in the *Denton Record-Chronicle*, a newspaper of general circulation in the Town, to consider the proposed "Assessment Roll" and the "Valencia Public Improvement District No. 2 Service and Assessment Plan" (as updated,

amended, or restated, the “Service and Assessment Plan”), and the levy of the “Assessments” on property in the District; and

WHEREAS, the Town Council, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Assessment Roll, and the Service and Assessment Plan and the levy of the Assessments on property in the District to the last known address of the owner of the property liable for the Assessments; and

WHEREAS, on October 18, 2022, the Town Council convened the public hearing with respect to the Assessments, at which time, all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the proposed Service and Assessment Plan, the proposed Assessment Roll and Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the Authorized Improvements (as defined herein), the purposes of the Assessments, the special benefits of the Authorized Improvements, and the penalties and interest on Annual Installments (as defined herein) and on delinquent Annual Installments of the Assessments, and there were no written protests, objections or evidence submitted to the Town Secretary in opposition to the Service and Assessment Plan, the allocation of Actual Costs of the Authorized Improvements, the Assessment Roll, and the levy of the Assessments; and

WHEREAS, the Town Council closed the hearing with respect to the Assessments, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the Town, the Town Council approved Ordinance No. 1687 (the "Assessment Ordinance"), which levied the Assessments and approved and accepted the Service and Assessment Plan as the service and assessment plan in conformity with the requirements of the PID Act and the Town Council found and determined that the Assessments should be levied as provided in the Service and Assessment Plan and the Assessment Roll; and

WHEREAS, the Town Secretary will file a copy of the Assessment Ordinance with the county clerk of each county in which all or a part of the District is located not later than the seventh day after the Town approved the Assessment Ordinance in accordance with the provisions of the PID Act; and

WHEREAS, the Town Council is authorized by the PID Act to issue its revenue bonds payable from the Assessments for the purpose of (i) paying a portion of the Actual Costs of the Authorized Improvements, (ii) paying a portion of the interest on the Bonds (as defined herein) during and after the period of acquisition and construction of the Authorized Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds; and

WHEREAS, the Town Council now desires to issue revenue bonds, in accordance with the PID Act, such bonds to be entitled “Town of Little Elm, Texas, Special Assessment Revenue Bonds, Series 2022 (Valencia Public Improvement District No. 2 Project)” (the “Bonds”), such Bonds being payable solely from the Trust Estate (defined below) and for the purposes set forth in the preamble of this Indenture; and

WHEREAS, prior to the issuance of the Bonds, evidence satisfactory to the Town and its advisors has been presented that the requirements of Section 13.2(e) of the indenture authorizing the Major Improvement Area Bonds have been satisfied and that the Bonds may be issued as additional obligations in accordance with such indenture; and

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Indenture;

NOW, THEREFORE, the Town, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the "Trust Estate"):

FIRST GRANTING CLAUSE

The Pledged Revenues, as herein defined, and all moneys and investments held in the Pledged Funds, including any and all proceeds thereof and any contract or any evidence of indebtedness related thereto or other rights of the Town to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the Town or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the benefit of all present and future Owners of the Bonds from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, that if and to the extent any Assessments have been prepaid, the lien on real property associated with such Assessment prepayment shall be released and any rights of the Trustee and the Owners as provided in this Indenture to request the Town proceed with foreclosure procedures for the purpose of protecting and enforcing the rights of the Owners with respect to the Assessments levied against such property shall terminate;

PROVIDED, FURTHER, HOWEVER, if the Town or its assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price (as defined herein) of and the interest on all the Bonds at the times and in the manner stated in the Bonds, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect;

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the Town has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds as follows:

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

"Account" means any of the accounts established pursuant to Section 6.1 of this Indenture.

"Actual Costs" means, with respect to the Authorized Improvements, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a Certification for Payment that has been reviewed and approved by the Town. Actual Costs may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction, and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, and taxes, (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders, and material men in connection with the acquisition, construction or implementation of such Authorized Improvements, (f) all related permitting, zoning, and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, Town permit fees, and development fees), insurance premiums, and miscellaneous expenses.

"Additional Interest" means the amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means the 0.50% additional interest rate charged on the Assessments pursuant to Section 372.018 of the PID Act.

"Additional Interest Reserve Account" means the reserve account administered by the Town and segregated from other funds of the Town in accordance with the provisions of Section 6.7 of this Indenture.

"Additional Interest Reserve Requirement" means an amount equal to 5.50% of the principal amount of the Outstanding Bonds to be funded from Assessment Revenues to be deposited to the Pledged Revenue Fund and transferred to the Additional Interest Reserve Account.

"Additional Obligations" means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary notes or time warrants hereafter issued or incurred and secured in whole or in part by an assessment, other than the Assessments securing the Bonds, levied against property within the District in accordance with the PID Act.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the District, including, but not limited to, the costs of: (i) creating and organizing the District, including conducting hearings, preparing notices and petitions, and all costs incident

thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the District, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) issuing, paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses in one year shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

"Administrative Fund" means that Fund established by Section 6.1 and administered pursuant to Section 6.9 hereof.

"Administrator" means an employee of the Town or third-party designee of the Town who shall have the responsibilities provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the Town related to the duties and responsibilities of the administration of the District. The initial Administrator is MuniCap, Inc.

"Annual Debt Service" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

"Annual Installment" means, with respect to each Assessed Parcel, each annual payment of the Assessments (including both principal of and interest on the Assessments) as shown on the Assessment Roll attached to the Service and Assessment Plan as Appendix G as it relates to the Authorized Improvements; which annual payment includes Administrative Expenses and the Additional Interest collected on each annual payment of the Assessments as described in Section 6.7 herein and as defined and calculated in the Service and Assessment Plan or in any Annual Service Plan Update.

"Annual Service Plan Update" means the annual review and update of the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

"Applicable Laws" means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State of Texas or of the United States, by which the Town and its powers, securities, operations, and procedures are governed or from which its powers may be derived.

"Assessed Parcel" means each respective parcel of land located within the District against which an Assessment has been levied in accordance with the Assessment Ordinance in accordance with the Service and Assessment Plan.

"Assessed Property" means, collectively, all Assessed Parcels.

"Assessment Ordinance" means, Ordinance No. 1687 adopted by the Town Council on October 18, 2022 that levied the Assessments on the Assessed Property.

“Assessments” means, collectively the aggregate Assessments as shown on the Assessment Roll. The singular of such term means the assessment levied against an Assessed Parcel as shown on the Assessment Roll, subject to the reallocation upon the subdivision of an Assessed Parcel or reduction according to the provisions of the Service and Assessment Plan and the PID Act.

"Assessment Revenue" means monies collected by or on behalf of the Town from any one or more of the following: (i) an Assessment levied against the Assessed Property, or Annual Installment payment thereof, including any interest on such Assessment, or Annual Installment thereof, during any period of delinquency, (ii) a Prepayment, and (iii) Foreclosure Proceeds.

“Assessment Roll” means the Assessment Roll attached as Appendix G to the Service and Assessment Plan or any other assessment roll in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Assessments against each Assessed Parcel related to the Bonds and the Authorized Improvements, as updated, modified, or amended from time to time, in accordance with the terms of the Service and Assessment Plan and the PID Act.

“Authorized Denomination” means $100,000 and any integral multiple of $1,000 in excess thereof; provided, however, that if the total principal amount of any Outstanding Bond is less than $100,000 then the Authorized Denomination of such Outstanding Bond shall be the amount of such Outstanding Bond.

"Authorized Improvements" means collectively, the Authorized Improvements to be constructed within the District, as described in Section III of the Service and Assessment Plan.

“Authorized Improvements Account” means the Account of such name established pursuant to Section 6.1.

“Bond” means any of the Bonds.

“Bond Counsel” means Norton Rose Fulbright US LLP or any other attorney or firm of attorneys designated by the Town that is nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“Bond Date” means the date designated as the initial date of the Bonds by Section 3.2(a) of this Indenture.

“Bond Fund” means the Fund of such name established pursuant to Section 6.1 and administered as provided in Section 6.4.

“Bond Ordinance” means Ordinance No. 1688 adopted by the Town Council on October 18, 2022 authorizing the issuance of the Bonds pursuant to this Indenture.

“Bond Pledged Revenue Account” means the Account of such name established pursuant to Section 6.1.

“Bond Year” means the one-year period beginning on September 1 in each year and ending on August 31 in the following year.

“Bonds” means the Town's bonds authorized to be issued by Section 3.1 of this Indenture entitled “Town of Little Elm, Texas, Special Assessment Revenue Bonds, Series 2022 (Valencia Public Improvement District No. 2 Project)”.

“Business Day” means any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the Town or the Trustee.

“Capitalized Interest Account” means the Account of such name established pursuant to Section 6.1.

“Certification for Payment” means a certificate substantially in the form of Exhibit B attached to the Construction, Funding, and Acquisition Agreement and/or otherwise approved by the Developer and a Town Representative executed by a Person approved by a Town Representative, delivered to the Town Representative and the Trustee specifying the amount of work performed related to the Authorized Improvements and the Actual Costs thereof, and requesting payment for such Actual Costs from money on deposit in the proper account of the Project Fund, as further described in the Construction, Funding, and Acquisition Agreement and Section 6.5 herein.

“Closing Date” means the date of the initial delivery of and payment for the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

“Construction, Funding and Acquisition Agreement” means the “Valencia Public Improvement District No. 2 Construction, Funding and Acquisition Agreement” by and between the Town and the Developer dated as of October 18, 2022 which provides, in part, for the deposit of proceeds from the issuance and sale of the Bonds and the payment of costs of Authorized Improvements within the District, the issuance of bonds, and other matters related thereto.

“Costs of Issuance Account” means the Account of such name established pursuant to Section 6.1.

“Defeasance Securities” means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

“Delinquent Collection Costs” means the costs related to the foreclosure on an Assessed Parcel and the costs of collection of the respective delinquent Assessment, in accordance with the PID Act, including penalties and reasonable attorney’s fees actually paid, but excluding amounts representing interest and penalty interest.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office located in Wilmington, Delaware, or such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the Town and such successor.

"Developer" means Valencia on the Lake 2B2 & 4, LLC, a Texas limited liability company, and its successors and assigns.

“District Administration Account” means the Account of such name established pursuant to Section 6.1.

“DTC” shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Foreclosure Proceeds” means the proceeds, including interest and penalty interest, received by the Town from the enforcement of the Assessments against any Assessed Parcel or Assessed Parcels, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

“Fund” means any of the funds established pursuant to Section 6.1 of this Indenture.

“Indenture” means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

“Independent Financial Consultant” means any consultant or firm of such consultants appointed by the Town who, or each of whom: (i) is judged by the Town, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds; (ii) is in fact independent and not under the domination of the Town; (iii) does not have any substantial interest, direct or indirect, with or in the Town, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the Town as an officer or employee of the Town, but who may be regularly retained to make reports to the Town.

“Initial Bond” means the Initial Bond as set forth in Exhibit A to this Indenture.

“Interest Payment Date” means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on September 1 and March 1 of each year, commencing March 1, 2023.

“Investment Securities” means those authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended; and provided further such investments are, at the time made, included in and authorized by the Town’s official investment policy as approved by the Town Council from time to time.

“Major Improvement Area Bonds” means the “Town of Little Elm, Texas, Special Assessment Revenue Refunding Bonds, Series 2018 (Valencia Public Improvement District Major Improvement Area Project” authorized pursuant to an indenture of trust between the Town and the Trustee dated as of March 1, 2018.

“Maximum Annual Debt Service” means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds.

“Minor Amount Redemption” means a redemption, pursuant to Section 4.4 of this Indenture of a principal amount, of Bonds that is less than 10% of the Outstanding principal amount of the Bonds.

"Outstanding" means, as of any particular date when used with reference to Bonds, all Bonds authenticated and delivered under this Indenture except (i) any Bond that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or Redemption Price of and interest on such Bond shall have been made as provided in Article IV, and (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to Section 3.10 herein.

"Owner" means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11 herein.

"Paying Agent/Registrar" means initially the Trustee, or any successor thereto as provided in this Indenture.

"Person" or "Persons" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

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

"Pledged Funds" means the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

"Pledged Revenue Fund" means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.3 herein.

"Pledged Revenues" means the sum of (i) Assessment Revenue less the Administrative Expenses and (ii) any additional revenues that the Town may pledge to the payment of Bonds.

"Prepayment" means the payment of all or a portion of an Assessment before the due date thereof.

"Principal and Interest Account" means the Account of such name established pursuant to Section 6.1.

"Project Fund" means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.5 herein.

"Purchaser" means the initial purchaser of the Bonds.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Rebate Fund" means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.8 herein.

"Record Date" means the close of business on the fifteenth calendar day (whether or not a Business Day) of the month next preceding an Interest Payment Date.

"Redemption Fund" means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.6 herein.

“Redemption Price” means, when used with respect to any Bond or portion thereof subject to optional redemption pursuant to the provisions hereof, the applicable redemption price shown in Article IV of this Indenture.

"Refunding Bonds" means bonds issued pursuant to the PID Act and/or Chapter 1207 of the Texas Government Code or any other applicable law of the State of Texas (each as amended) to refund all or any portion of the then-Outstanding Bonds.

“Register” means the register specified in Article III of this Indenture.

“Reserve Account” means the Account of such name established pursuant to Section 6.1.

“Reserve Account Requirement” means the least of: (i) Maximum Annual Debt Service on the Bonds as of the Closing Date, (ii) 125% of average Annual Debt Service on the Bonds as of the Closing Date, or (iii) 10% of the lesser of the principal amount of the Outstanding Bonds or the original issue price of the Bonds. As of the Closing Date, the Reserve Account Requirement is $_____ which is an amount equal to [Maximum Annual Debt Service on the Bonds as of the Closing Date].

“Reserve Fund” means that fund of such name established pursuant to Section 6.1 and administered in Section 6.7 herein.

“Service and Assessment Plan” means the “Valencia Public Improvement District No. 2, Service and Assessment Plan”, dated October 18, 2022, including the Assessment Roll, as amended, updated, and/or restated by an Annual Service Plan Update or otherwise, a version of which is attached as an exhibit to the Assessment Ordinance.

“Sinking Fund Installment” means the amount of money to redeem or pay at maturity the portion of the principal of Bonds payable from such installments at the times and in the amounts provided in Section 4.2 herein.

“Stated Maturity” means the date the Bonds, or any portion of the Bonds, as applicable, are scheduled to mature without regard to any redemption or prepayment.

“Substantial Amount Redemption” means a redemption, pursuant to Section 4.4 of this Indenture, of a principal amount of Bonds that is greater than or equal to 10% of the Outstanding principal amount of the Bonds.

“Supplemental Indenture” means an indenture which has been duly executed by the Trustee and the Town Representative pursuant to an ordinance adopted by the Town Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

“Tax Certificate” means the Certificate as to Tax Exemption delivered by the Town on the Closing Date for the Bonds setting forth the facts, estimates and circumstances in existence on the Closing Date which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the interest on such Bonds to be included in the gross income of the Owners thereof for Federal income tax purposes.

“Town Certificate” means a certificate signed by a Town Representative and delivered to the Trustee.

"Town Representative" means any official or agent of the Town authorized by the Town Council to undertake the action referenced herein.

"Trust Estate" means the Trust Estate described in the granting clauses of this Indenture.

"Trustee" means Wilmington Trust, National Association, Dallas, Texas and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds.

Section 1.2. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II

THE BONDS

Section 2.1. Security for the Bonds.

The Bonds, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the Town under this Indenture, and such pledge is therefore valid, effective and

perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate granted by the Town under this Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the Owners of the Bonds the perfection of the security interest in said pledge, the Town agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. Limited Obligations.

The Bonds are special and limited obligations of the Town, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the Town.

Section 2.3. Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the Town to the Trustee have been duly authorized by official action of the Town Council of the Town. The Town has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds and is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes herein described.

Section 2.4. Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds and to prescribe the rights of the Owners, and the rights and duties of the Town and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the Town with the Owners, and shall be deemed to be and shall constitute a contract among the Town, the Owners, and the Trustee.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1. Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of $_____ for the purpose of (i) paying a portion of the Actual Costs of the Authorized Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Authorized Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds.

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall be dated November 1, 2022 (the "Bond Date") and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(b) Interest shall accrue and be paid on each Bond from the later of the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable semiannually on September 1 and March 1 of each year, commencing March 1, 2023, computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on September 1 in the years and in the principal amounts and shall bear interest as set forth below:

Year	Principal Amount($)	Interest Rate (%)

(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV herein, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Exhibit A to this Indenture.

Section 3.3. Conditions Precedent to Delivery of Bonds.

The Bonds shall be executed by the Town and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the Town, but only upon delivery to the Trustee of:

(a) a certified copy of the executed Assessment Ordinance;

(b) a copy of the executed Bond Ordinance;

(c) a copy of the executed Construction, Funding, and Acquisition Agreement;

(d) a copy of this Indenture executed by the Trustee and the Town; and

(e) a Town Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the Town.

Section 3.4. Medium, Method and Place of Payment.

(a) Principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from or on behalf of the Town. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

(c) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent, United States mail, first-class, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each Owner as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State of Texas, any such payments remaining unclaimed by the Owners entitled thereto for two years after the applicable payment or redemption date shall be applied to the next payment or payments on such Bonds thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds, shall be paid to the Town to be used for any lawful purpose. Thereafter, none of the Town, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any Owners for any further payment of such unclaimed moneys or on account of any such Bonds, subject to any applicable escheat law or similar law of the State of Texas.

Section 3.5. <u>Execution and Registration of Bonds.</u>

(a) The Bonds shall be executed on behalf of the Town by the Mayor or Mayor Pro Tem and Town Secretary, by their manual or facsimile signatures, and the official seal of the Town shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by

each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the Town had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the Town whose manual or facsimile signature appears on the Bonds ceases to hold such office before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his or her duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas, is a valid and binding obligation of the Town, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the Mayor or Mayor Pro Tem and the Town Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Trustee shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. Ownership.

(a) The Town, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond is registered on the relevant Record Date) and for all other purposes, whether or not such Bond is overdue, and neither the Town nor the Trustee, nor the Paying Agent/Registrar, shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond shall be valid and effectual and shall discharge the liability of the Town, the Trustee and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.7. Registration, Transfer and Exchange.

(a) So long as any Bond remains Outstanding, the Town shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will, upon written instruction, file and maintain a

copy of the Register with the Town, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and bearing the same interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds transferred or exchanged for other Bonds in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first-class, postage prepaid, to the Owner or his designee. Each transferred Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the Town and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such transferred Bond is delivered.

(e) Each exchange Bond delivered in accordance with this Section shall constitute an original contractual obligation of the Town and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(g) Neither the Town nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within 45 days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond redeemed in part.

Section 3.8. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the records retention requirements of the Trustee.

Section 3.9. Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the Town may execute and, upon the Town's request, the Trustee shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the Town executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The Town, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in an Authorized Denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.10. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Trustee shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The Town or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Trustee, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the Town harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the Town and the Trustee.

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the Town and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the Town, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the Town and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.11. Book-Entry Only System.

The Bonds shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the Town to DTC. On the Closing Date, the definitive Bonds shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Town and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Town and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the Town and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the Town's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the Town to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the

registered owner at the close of business on the relevant Record Date, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.12. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the Town determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the Town to DTC, the Town shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

Section 3.13. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the blanket letter of representations from the Town to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Bonds are subject to mandatory sinking fund redemption prior to their Stated Maturity and will be redeemed by the Town in part at the price of par plus accrued and unpaid interest to the redemption date (the "Redemption Price") from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

(b) At least 45 days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by subparagraphs (c) and (d) of this Section 4.2, the Trustee shall select a principal amount of Bonds (in accordance with Section 4.5) of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(c) The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the Town, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date shall have been acquired by the Town at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(d) The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least 45 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3. Optional Redemption.

The Town reserves the right and option to redeem Bonds maturing on or after September 1, 20__, before their respective scheduled maturity date, in whole or in part, on any date on or after September 1, 20__, at the Redemption Price.

Section 4.4. Extraordinary Optional Redemption.

Notwithstanding any provision in this Indenture to the contrary, the Town reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part and in an amount and on a date specified in a Town Certificate, at the Redemption Price of 100% of the principal amount of such Bonds, or portions thereof, to be redeemed plus accrued interest to the date of redemption from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund made pursuant to the terms of this Indenture) or as a result of unexpended amounts transferred from the Project Fund pursuant to the terms of this Indenture or any other transfers to the Redemption Fund pursuant to the terms of this Indenture. The Town will provide the Trustee a Town Certificate directing the Bonds to be redeemed pursuant to this Section 4.4, in accordance with the provisions of Section 4.5 hereof.

Section 4.5. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to Sections 4.2, 4.3, or 4.4, Bonds shall be redeemed in minimum principal amounts of $1,000 or any integral multiple thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by $1,000. No redemption shall result in a Bond in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the amount of the Outstanding Bond is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than $1,000, may be issued.

(b) In selecting the Bonds to be redeemed pursuant to Section 4.2, the Trustee may select Bonds in any method that results in a random selection.

(c) In selecting the Bonds to be redeemed pursuant to Section 4.3, the Trustee may rely on the directions provided in a Town Certificate.

(d) If less than all of the Bonds are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Bonds to be redeemed shall be selected by the Town in the following manner:

(i) with respect to a Substantial Amount Redemption, the principal amount called for redemption shall be allocated on a pro rata basis among all Outstanding Bonds of all maturities; and

(ii) with respect to a Minor Amount Redemption, the Outstanding Bonds or Bonds of all maturities, as applicable, shall be redeemed in inverse order of maturity.

(e) Upon surrender of any Bond for redemption in part, the Trustee in accordance with Section 3.7 of this Indenture, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Section 4.6. Notice of Redemption to Owners.

(a) The Trustee shall give notice of any redemption of Bonds by sending notice by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register. So long as the Bonds are in book-entry-only form and held by DTC as security depository, references to Owner in this Indenture means Cede & Co., as nominee for DTC.

(b) The notice shall state the redemption date, the Redemption Price or the amount of principal and accrued and unpaid interest due at such redemption, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, and subject to Section 4.5 hereof, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The Town has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(e) With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the principal or Redemption Price of and interest amount due on the Bonds to be redeemed before giving of a notice of redemption, the notice may state the Town may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the Town shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

Section 4.7. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the Town and shall use such funds solely for the purpose of paying the principal or Redemption Price of and interest on such Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office of the Trustee on or after the date fixed for redemption, the

Trustee shall pay the principal or Redemption Price of and interest on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.8. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the principal or Redemption Price of and interest on such Bonds to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

ARTICLE V

FORM OF THE BONDS

Section 5.1. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in Exhibit A to this Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the Town or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 5.2. CUSIP Registration.

The Town may secure identification numbers through the CUSIP Services, managed by S&P Global Market Intelligence on behalf of The American Bankers Association, New York, New York, and authorizes the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof; and, none of the Town, the Trustee, nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds. The Trustee may include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Owners of the Bonds and that neither the Town nor the Trustee shall be liable for any inaccuracies of such numbers.

Section 5.3. Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond over the certification of the Town Secretary of the Town, which may be executed in facsimile.

ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

(i) Pledged Revenue Fund;

(ii) Bond Fund;

(iii) Project Fund;

(iv) Reserve Fund;

(v) Redemption Fund;

(vi) Rebate Fund; and

(vii) Administrative Fund.

(b) Creation of Accounts.

(i) The following Account is hereby created and established under the Pledged Revenue Fund:

(A) Bond Pledged Revenue Account.

(ii) The following Accounts are hereby created and established under the Bond Fund:

(A) Capitalized Interest Account; and

(B) Principal and Interest Account.

(iii) The following Accounts are hereby created and established under the Project Fund:

(A) Authorized Improvements Account; and

(B) Costs of Issuance Account.

(iv) The following Accounts are hereby created and established under the Reserve Fund:

(A) Reserve Account; and

(B) Additional Interest Reserve Account.

(v) The following Account is hereby created and established under the Administrative Fund:

(A) District Administration Account.

(c) Each Fund and each Account created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the Town. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2. Initial Deposits to Funds and Accounts.

(a) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

(i) to the Capitalized Interest Account of the Bond Fund: $_____;

(ii) to the Reserve Account of the Reserve Fund: $_____;

(iii) to the Authorized Improvements Account of the Project Fund: $_____;

(iv) to the Costs of Issuance Account of the Project Fund: $_____; and

(v) to the District Administration Account of the Administrative Fund: $_____.

Section 6.3. Pledged Revenue Fund.

(a) On or before February 15 of each year while the Bonds are Outstanding and beginning February 15, 2023 the Town shall deposit or cause to be deposited the Pledged Revenues into the Pledged Revenue Fund. From amounts deposited into the Pledged Revenue Fund, the Town shall deposit or cause to be deposited Pledged Revenues as follows: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds next coming due in such calendar year, (ii) second, if necessary, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement in accordance with Section 6.7(a) hereof, (iii) third, to the Additional Interest Reserve Account of the Reserve Fund in an amount equal to the Additional Interest collected, if any, in accordance with Section 6.7(b) hereof, (iv) fourth, to pay Actual Costs of the Authorized Improvements, and (v) fifth, to pay other costs permitted by the PID Act.

(b) From time to time as needed to pay the obligations relating to the Bonds, but no later than five Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7 herein, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first, to the payment of interest and second, to the payment of principal (including any Sinking Fund Installments) on the Bonds, as described in Section 11.4(a) hereof.

(d) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such Prepayments to the Redemption Fund.

(e) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds first, to the Reserve Account to restore any transfers from the Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, second, to the Additional Interest Reserve Account to restore any transfers from the Additional Interest Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, and third, to the Redemption Fund

(f) After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds and to fund any deficiency that may exist in an account of the Reserve Fund, the Town may direct the Trustee by Town Certificate, to apply Assessments for any lawful purposes permitted by the PID Act for which Assessments may be paid.

(g) Any additional Pledged Revenues remaining after the satisfaction of the foregoing shall be applied by the Trustee, as instructed by the Town pursuant to a Town Certificate, for any lawful purpose permitted by the PID Act for which such additional Pledged Revenues may be used, including transfers to other Funds and Accounts created pursuant to this Indenture.

Section 6.4. Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and/or interest then due and payable on the Bonds, less any amount to be used to pay interest on the Bonds on such Interest Payment Date from the Capitalized Interest Account, as provided below.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency in the order described in Section 6.7(f) hereof. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) Moneys in the Capitalized Interest Account shall be used for the payment of interest on the Bonds on the following dates and in the following amounts:

Date	**Amount ($)**

Any amounts on deposit in the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed above shall be transferred to the Authorized Improvements Account of the Project Fund, pursuant to directions provided in a Town Certificate, or, if the Authorized Improvements Account of the Project Fund has been closed as provided in Section 6.5(e) herein, such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

Section 6.5. Project Fund.

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1 hereof.

(b) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds pursuant to one or more Town Certificates. Disbursements from the Authorized Improvements Account of the Project Fund to pay Actual Costs of the Authorized Improvements shall be made by the Trustee upon receipt by the Trustee of either a properly executed and completed Certification for Payment or written direction from the Town or its designee approving the disbursement to the Developer or the Developer's designee. The disbursement of funds from the Accounts of the Project Fund shall be pursuant to and in accordance with the disbursement procedures described in the Construction, Funding and Acquisition Agreement or as provided in such written direction from the Town. Such provisions and procedures related to such disbursement contained in the Construction, Funding and Acquisition Agreement, and no other provisions of the Construction, Funding and Acquisition Agreement, are herein incorporated by reference and deemed set forth herein in full, provided that the Trustee shall be permitted to rely fully on any Town Certificate or other written direction received pursuant to this section of the Indenture without investigation.

(c) If a Town Representative determines in his or her sole discretion that amounts then on deposit in the Authorized Improvements Account are not expected to be expended for the purposes of the Authorized Improvements Account, due to the abandonment, or constructive abandonment, of the Authorized Improvements, as the case may be, such that, in the opinion of the Town Representative, it is unlikely that the amounts in the Authorized Improvements Account, will ever be expended for the purposes of such Account, the Town Representative shall file a Town Certificate with the Trustee which identifies the amounts then on deposit in the Authorized Improvements Account that are not expected to be used for purposes of such Account. If such Town Certificate is so filed, the amounts on deposit in the Authorized Improvements Account, shall be transferred to the Redemption Fund to redeem Bonds on the earliest practicable date after notice of redemption has been provided in accordance with the Indenture.

(d) In making any determination pursuant to this Section, the Town Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(e) Upon the filing of a Town Certificate stating that all Authorized Improvements have been completed and that all Actual Costs of the Authorized Improvements have been paid, or that any such Actual Costs of the Authorized Improvements are not required to be paid from the Authorized Improvements Account of the Project Fund pursuant to a Certification for Payment or written direction from the Town or its designee, the Trustee (i) shall transfer the amount, if any, remaining within the Authorized Improvements Account of the Project Fund to the Bond Fund, and (ii) shall close the Authorized Improvements Account of the Project Fund. If the Authorized Improvements Account of the Project Fund have been closed as described above and the Cost of Issuance Account of the Project Fund has been closed pursuant to the provisions of Section 6.5(f), the Project Fund shall be closed.

(f) Not later than 6 months following the Closing Date, or upon an earlier determination by the Town Representative that all costs of issuance of the Bonds have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to another Account of the Project Fund and used to pay the Actual Costs of the respective Authorized Improvements, or to the Principal and Interest Account of the Bond Fund and used to pay interest on the Bonds, as directed by the Town in a Town Certificate filed with the Trustee, and the Costs of Issuance Account shall be closed.

Section 6.6. Redemption Fund.

(a) The Trustee shall cause to be deposited to the Redemption Fund from the Bond Pledged Revenue Account of the Pledged Revenue Fund an amount sufficient to redeem Bonds as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in Article IV.

Section 6.7. Reserve Fund.

(a) The Town agrees with the Owners of the Bonds to accumulate from the deposits described in Section 6.3(a) hereof, and when accumulated, maintain in the Reserve Account of the Reserve Fund, an amount equal to not less than the Reserve Account Requirement except to the extent such deficiency is due to the application of Section 6.7(d) hereof. All amounts deposited in the Reserve Account of the Reserve Fund shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in this Indenture.

(b) The Trustee, if needed, will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Additional Interest Reserve Account on March 1 and September 1 of each year, commencing March 1, 2024, an amount equal to the Additional Interest collected, if any, until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account. If the amount on deposit in the Additional Interest Reserve Account shall at any time be less than the Additional Interest Reserve Requirement, the Trustee shall notify the Town, in writing, of the amount of such shortfall, and the Town shall resume collecting the Additional Interest and shall file a Town Certificate with the Trustee instructing the Trustee to resume depositing the Additional Interest from the Bond Pledged Revenue Account of the Pledged Revenue Fund into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account; provided, however, that the Town shall not be required to replenish the Additional Interest Reserve Account in the event funds are transferred from the Additional Interest Reserve Account to the Redemption Fund as a result of an extraordinary optional redemption of Bonds from the proceeds of a Prepayment pursuant to Section 4.4 of this Indenture. In the event the amount on deposit in the Additional Interest Reserve Account is less than the Additional Interest Reserve Requirement then the deposits described in the immediately preceding sentence shall continue until the Additional Interest Reserve Account has been fully replenished to the Additional Interest Reserve Requirement. If, after such deposits, there is surplus Additional Interest remaining, the Trustee shall transfer such surplus Additional Interest to the Redemption Fund, and shall notify the Town of such transfer in writing. In calculating the amounts to be transferred pursuant to this Section, the Trustee may conclusively rely on the Annual Installments as shown on the Assessment Roll in the Service and Assessment Plan or an Annual Service Plan Update unless and until it receives a Town Certificate directing that a different amount be used.

(c) Whenever a transfer is made from an Account of the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the Town, specifying the amount withdrawn and the source of said funds.

(d) Whenever Bonds are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, the Trustee shall transfer, on the Business Day prior to the redemption date (or on such other date as agreed to by the Town and the Trustee), from the Reserve Account of the Reserve Fund to the Redemption Fund, an amount specified in a Town Certificate to be applied to the redemption of the Bonds. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to the principal amount of Bonds to be redeemed with Prepayments multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayments toward payment of accrued interest, there are insufficient funds in the Redemption Fund to pay the principal amount plus accrued and unpaid interest to the date fixed for redemption of the Bonds to be redeemed, as identified in a Town Certificate as a result of such Prepayments and as a result of the transfer from the Reserve Account under this Section 6.7(d), the Trustee shall transfer an amount equal to the shortfall, and/or any additional amounts necessary to permit the Bonds to be redeemed in minimum principal amounts of $1,000, from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of a Town Representative, the amount in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the Town Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of debt service on the Bonds on the next Interest Payment Date in accordance with Section 6.4 hereof, unless within thirty days of such notice to the Town Representative, the Trustee receives a Town Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to an Account of the Project Fund if such application and the expenditure of funds is expected to occur within three years of the date hereof, or (iii) for such other use specified in such Town Certificate if the Town receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that such alternate use will not adversely affect the exemption from federal income tax of the interest on any Bond.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer first, from the Additional Interest Reserve Account of the Reserve Fund to the Bond Fund and second, from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(g) At the final maturity of the Bonds, the amount on deposit in the Reserve Account and the Additional Interest Reserve Account shall be transferred to the Principal and Interest Account of the Bond Fund and applied to the payment of the principal of the Bonds.

(h) If, after a Reserve Account withdrawal pursuant to Section 6.7(f) hereof, the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with Section 6.3.

(i) If the amount held in the Reserve Fund together with the amount held in the Bond Fund and Redemption Fund is sufficient to pay the principal amount and Redemption Price (if applicable) of all Outstanding Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Outstanding Bonds as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Outstanding Bonds as of such Interest Payment Date.

Section 6.8. Rebate Fund; Rebate Amount.

(a) There is hereby established a special fund of the Town to be designated "Town of Little Elm, Texas, Rebate Fund" (the "Rebate Fund") to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts relating to the Bonds that are due the United States Government in accordance with the Code.

(b) In order to assure that Rebate Amount is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the Tax Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 7.5(h) and shall not be liable or responsible if it follows the instructions of the Town and shall not be required to take any action under this Section and Section 7.5(h) in the absence of written instructions from the Town.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the Town may direct the Trustee, pursuant to a Town Certificate, to transfer the amount in excess of the Rebate Amount to the Bond Fund.

Section 6.9. Administrative Fund.

(a) The Town shall deposit or cause to be deposited to the District Administration Account of the Administrative Fund the amounts collected each year to pay Administrative Expenses and Delinquent Collection Costs.

(b) Moneys in the District Administration Account of the Administrative Fund shall be held by the Trustee separate and apart from the other Funds and Accounts created and administered hereunder and used as directed by a Town Certificate solely for the purposes set forth in the Service and Assessment Plan.

Section 6.10. Investment of Funds.

(a) Money in any Fund or Account established pursuant to this Indenture shall be invested by the Trustee, as directed by the Town pursuant to a Town Certificate, filed with the Trustee at least two days in advance of the making of such investment. The money in any Fund or Account shall be invested in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act Texas Government Code, Chapter 2256, as amended, or any successor law, as in effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for

such investment with any primary dealer of such agreements) that the money required to be expended from any Fund will be available at the proper time or times. Notwithstanding the preceding sentence, amounts in the Additional Interest Reserve Account may not be invested above the Yield (as defined in Section 7.5(a) hereof) on the Bonds, unless and until the Town receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that such investment and/or the failure to comply with such yield restriction will not adversely affect the exemption from federal income tax of the interest on any Bond. Investments shall be valued each year in terms of current market value as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds or Accounts may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund or Account are held by or on behalf of each such Fund or Account. If necessary, such investments shall be promptly sold to prevent any default. To ensure that cash on hand is invested, if the Town does not give the Trustee written or timely instructions with respect to investments of funds, the Trustee is hereby directed to invest and re-invest cash balances in Wilmington U.S. Government Money Market Fund – Institutional Share Class (CUSIP 97181C605); provided, however, that money required to be expended from any Fund or Account will be available at the proper time or times.

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the Town to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall have no investment discretion and the Trustee's only responsibility for investments shall be to follow the written instructions contained in a Town Certificate. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments. The Parties acknowledge that the Trustee is not providing investment supervision, recommendations, or advice.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish the Town and the Administrator monthly cash transaction statements which include detail for all investment transactions made by the Trustee hereunder; and, unless the Trustee receives a written request, the Trustee is not required to provide brokerage confirmations so long as the Trustee is providing such monthly cash transaction statements.

(f) The Trustee may conclusively rely on Town Certificates pursuant to Section 6.10(a) that such an investment will comply with the Town's investment policy and with the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended.

Section 6.11. Security of Funds.

All Funds or Accounts heretofore created, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds or Accounts shall be used only for the purposes and in the manner permitted or required by this Indenture.

ARTICLE VII

COVENANTS

Section 7.1. Confirmation of Assessments.

The Town hereby confirms, covenants, and agrees that the Assessments to be collected from the Assessed Property, is reflected in the Service and Assessment Plan (as it may be updated from time to time) and, in accordance with the Assessment Ordinance, it has levied the Assessments against the respective Assessed Parcels from which the Pledged Revenues will be collected and received.

Section 7.2. Collection and Enforcement of Assessments.

(a) For so long as any Bonds are Outstanding and/or amounts are due to the Developer to pay it for funds it has contributed to pay Actual Costs of the Authorized Improvements, the Town covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments.

(b) The Town will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the Town will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the Town shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Parcel. Furthermore, nothing shall obligate the Town, the Town Attorney, or any appropriate designee to undertake collection or foreclosure actions against delinquent accounts in violation of applicable state law, court order, or existing contractual provisions between the Town and its appropriate collections enforcement designees.

Section 7.3. Against Encumbrances.

(a) Other than Refunding Bonds issued to refund all or a portion of the Bonds, or liens created in connection with indebtedness issued in compliance with Section 13.2 hereof, the Town shall not create and, to the extent Pledged Revenues are timely received, shall not suffer to remain, any lien, encumbrance or charge upon the Trust Estate, other than that specified in Section 9.6 of this Indenture, or upon any other property pledged under this Indenture other than the pledge created for the security of the Bonds.

(b) So long as Bonds are Outstanding hereunder, and except as set forth in Section 13.2 hereof, the Town shall not issue any bonds, notes or other evidences of indebtedness other than the Bonds and Refunding Bonds issued to refund all or a portion of the Bonds, secured by any pledge of or other lien or charge on the Pledged Revenues or other property pledged under this Indenture.

Section 7.4. Records, Accounts, Accounting Reports.

The Town hereby covenants and agrees that so long as any of the Bonds or any interest thereon remain Outstanding and unpaid, and/or the obligation to the Developer to pay it for funds it has contributed to pay Actual Costs of the Authorized Improvements remain outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the Assessments. The Trustee and Owner(s) of any Bonds or any duly authorized agent or agents of such Owners shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the Town by the Trustee or duly authorized representative, as applicable. The Town shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds during the Town's regular business hours and on a mutually agreeable date not later than 30 days after the Town receives such request.

Section 7.5. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

"*Closing Date*" means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"Regulations" means any proposed, temporary or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific

Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The Town shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Town receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the Town shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the Town shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the Town or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan.

(i) Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the Town shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross

Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(ii) The Town covenants and agrees that the levied Assessments will meet the requirements of the "tax assessment loan exception" within the meaning of Section 1.141-5(d) of the Regulations on the date the Bonds are delivered and will ensure that the Assessments continue to meet such requirements for so long as the Bonds are outstanding hereunder.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the Town shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested) if, as a result of such investment, the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the Town shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The Town shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The Town shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the Town may commingle Gross Proceeds of the Bonds with other money of the Town, provided that the Town separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the Town shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The Town shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the Town shall, pursuant to a Town Certificate, direct the Trustee to transfer to the Rebate Fund from the funds or subaccounts designated in such Town Certificate and direct the Trustee to pay to the United States from the Rebate Fund the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final

Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The Town shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the Town shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The Town hereby directs and authorizes the Mayor, Mayor Pro Tem, Town Manager, Deputy Town Manager, Chief Financial Officer, or Town Secretary, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Tax Certificate or similar or other appropriate certificate, form or document.

ARTICLE VIII

LIABILITY OF TOWN

The Town shall not incur any responsibility in respect of the Bonds or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The Town shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The Town shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds, or as to the existence of a default or Event of Default thereunder.

In the absence of bad faith, the Town may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Town and conforming to the requirements of this Indenture. The Town shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Indenture, the Bonds, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds (the "Bond Documents"), shall require the

Town to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Pledged Revenues and the Administrative Expenses) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the Town there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

Neither the Owners nor any other Person shall have any claim against the Town or any of its officers, officials, agents, employees, or any person designated by the Town Council to act on behalf of the Town, for damages suffered as a result of the Town's failure to perform, in any respect, any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the Town, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from the Pledged Revenues, the funds available for such payment in any of the Pledged Funds, if any, or the amounts collected to pay Administrative Expenses on deposit in the Administrative Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the Town or any of its officers, officials, agents, employees, or any person designated by the Town Council to act on behalf of the Town to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds by mandamus or other proceeding at law or in equity.

The Town may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Town may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Indenture, the Town shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Town, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector, or Town Manager or other independent third party designated by the Town Council to so act on behalf of the Town, and such certificate shall be full warrant to the Town for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the Town may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

In order to perform its duties and obligations hereunder, the Town may employ such persons or entities as it deems necessary or advisable. The Town shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX

THE TRUSTEE

Section 9.1. Trustee as Paying Agent/Registrar.

The Trustee is hereby designated and agrees to act as Paying Agent/Registrar for and in respect to the Bonds.

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to spend its own funds, to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified, to the extent permitted by law and the provisions of this Indenture, to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, that in no event shall the Trustee request or require indemnification as a condition to making any deposits, payments, or transfers (provided such payment or transfer is prior to an Event of Default) when required hereunder, or to delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may, to the extent permitted pursuant to the provisions of this Indenture, make transfers from the District Administration Account of the Administrative Fund, and to the extent moneys in the District Administration Account of the Administrative Fund are insufficient, from the Pledged Revenue Fund, to pay all costs and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall, to the extent permitted by law, be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.3. Responsibilities of the Trustee.

The Trustee accepts the trusts imposed upon it by this Indenture, and agrees to observe and perform those trusts, but only upon and subject to the terms and conditions set forth in this Article, to all of which the parties hereto and the Owners agree.

(a) Prior to the occurrence of an Event of Default of which the Trustee has been notified, and after the cure or waiver of all defaults or Events of Default which may have occurred,

(i) the Trustee undertakes to perform only those duties and obligations which are set forth specifically in this Indenture, and no duties or obligations shall be implied to the Trustee, these duties shall be deemed purely ministerial in nature, and the Trustee shall not be liable except for the performance of such duties, and no implied covenants shall be read into this Indenture against the Trustee; and

(ii) the Trustee may request and rely conclusively, as to the due execution, the truth of the statements, and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture, and shall incur no liability and shall be fully protected in acting or refraining from acting in accordance therewith; but in the case of any such certificates or opinions which

by any provision hereof are required specifically to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform on their face to the requirements of this Indenture.

(b) In case an Event of Default has occurred and is continuing hereunder (of which the Trustee has been notified in writing, or is deemed to have notice), the Trustee shall exercise those rights and powers vested in it by this Indenture and shall use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

(c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that

(1) this subparagraph shall not be construed to affect the limitation of the Trustee's duties and obligations provided in subparagraph (a)(1) of this Section or the Trustee's right to rely on the truth of statements and the correctness of opinions as provided in subparagraph (a)(2) of this Section;

(2) the Trustee shall not be liable for any actions taken, or error of judgment, made in good faith by any one of its officers, employees or agents unless it shall be established that the Trustee was negligent in ascertaining the pertinent facts;

(3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with the direction of the controlling Owners relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; and

(4) no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not assured to it.

(d) The recitals contained in this Indenture and in the Bonds shall be taken as the statements of the Town and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of the offering documents, this Indenture, or the Bonds or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the Town or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; or (iv) any calculation of arbitrage or rebate under the Code. The Trustee has the right to act through agents and attorneys and shall have no liability for the acts or omissions of any of the agents and attorneys appointed by it with due care.

(e) The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture.

(f) The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for such losses, damages, or expenses which have been fully adjudicated by a court of competent jurisdiction to have directly resulted from the Trustee's own negligence or willful misconduct. In no event shall the Trustee be liable for incidental, indirect, punitive, special or consequential loss or damage whatsoever (including, but not limited to, loss of profit) in connection with or arising from this Indenture, irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action. The Trustee will not be liable with respect to any action taken or omitted to be taken in good faith in accordance with the direction of the Owners of not less than a majority in principal amount of the Bonds then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture.

(g) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care.

(h) Except for its certificate of authentication on the Bonds, the Trustee shall not be responsible for:

(1) the validity, priority, recording, re-recording, filing or re-filing of this Indenture or any Supplemental Indenture,

(2) any instrument or document of further assurance or collateral assignment,

(3) the filing, execution, delivery, recording, or authorization of any financing statements, amendments thereto or continuation statements,

(4) insurance of the Authorized Improvements or collection of insurance money,

(5) the validity of the execution by the Town of this Indenture, any Supplemental Indenture or instruments or documents of further assurance, or

(6) the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby.

(i) The Trustee shall not be accountable for the application by any Person of the proceeds of any Bonds authenticated or delivered hereunder; provided the Trustee follows the instructions provided by the Town with respect to the use of the proceeds of the Bonds.

(j) The Trustee may request, conclusively rely on and shall be protected in acting upon any resolution, statement, instrument, opinion, report, notice, request, direction, consent, certificate, order, judgment, affidavit, letter, telegram or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper Person or Persons, not only as to due execution, validity, and effectiveness, but also as to the truth and accuracy of any information contained therein. Any action taken by the Trustee pursuant to this Indenture upon the direction, request, authority or consent of any Person who is the Owner of any Bonds at the time of making the request or giving the authority or consent, shall be conclusive and binding

upon all future Owners of the same Bond and of Bonds issued in exchange therefor or in place thereof.

(k) The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any events or information, default or Event of Default, except Events of Default described in Section 11.1(a)(1), unless the Trustee has actual knowledge thereof or shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the Town or by the Owners of more than 66-2/3% of the aggregate outstanding principal amount of Bonds. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no Event of Default, except as noted above.

(l) The Trustee shall not be required to give any bond or surety with respect to the execution of these trusts and powers or otherwise in respect of the premises.

(m) Any resolution by the Town, and any opinions, certificates and other instruments and documents for which provision is made in this Indenture, may be accepted by the Trustee, in the absence of bad faith on its part, as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for its actions or inactions taken hereunder.

(n) The Trustee shall be entitled to file proofs of claim in bankruptcy at the direction of no less than 66-2/3% of the Owners. Ordinary trustee and paying agent/registrar fees and expenses and extraordinary fees and expenses of the Trustee and the Paying Agent/Registrar incurred hereunder are intended to constitute administrative expenses in bankruptcy.

(o) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation for trustee and paying agent/registrar services, subject to the limitations set forth herein, shall survive the Trustee's resignation or removal, the discharge of this Indenture, and final payment of the Bonds.

(p) In no event shall the Trustee be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit), irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(q) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds, except for any information provided by the Trustee, and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(r) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and, with respect to such permissive rights, the Trustee shall not be answerable for other than its negligence or willful misconduct.

(s) The Trustee shall not be responsible or liable for the environmental condition or any contamination of the Authorized Improvements or any real property or improvements related thereto or for any diminution in value of the same as a result of any contamination by any

hazardous substance, hazardous material, pollutant or contaminant. The Trustee shall not be liable for any claims by or on behalf of the Owners or any other person or entity arising from contamination by any hazardous substance, hazardous material, pollutant or contaminant, and shall have no duty or obligation to assess the environmental condition of the Authorized Improvements or any real property or improvements related thereto or with respect to compliance thereof under state or federal laws pertaining to the transport, storage, treatment or disposal of, hazardous substances, hazardous materials, pollutants, or contaminants or regulations, permits or licenses issued under such laws.

(t) Neither the Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the Town, or any of its directors, members, officers, agents, affiliates or employee, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Trustee may assume performance by all Persons of their respective obligations. The Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other Person.

(u) In the event that any assets held hereunder shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting such assets, the Trustee is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Trustee obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

(v) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

Section 9.4. Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. Trustee Protected in Relying on Certain Documents.

The Trustee may request and conclusively rely and shall be protected in acting upon any resolution, instrument, opinion, report, order, notice, judgment, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or for any action take

or omitted to be taken upon the written opinion or advice of any counsel, architect, engineer, insurance consultant, management consultant, accountant, or other professional retained or consulted by the Trustee reasonably believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument. Subject to Section 9.1 and 9.3 hereof, the Trustee may consult with counsel, selected by the Trustee with due care, who may or may not be Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of, and the Trustee shall not be liable for, any action taken, suffered, or omitted to be taken by it in good faith and in accordance therewith.

Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a Town Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such Town Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its sole discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the Town to the Trustee shall be sufficiently executed if executed in the name of the Town by the Town Representative.

The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13 herein.

Section 9.6. Compensation.

The Town hereby agrees to compensate the Trustee, from the amount collected each year for Administrative Expenses and in the manner set forth in this section, for the Trustee's services as Trustee and as Paying Agent/Registrar; provided, however, notwithstanding anything herein to the contrary, the aggregate value of this Indenture shall not exceed the dollar limitation set forth in Section 2274.002(a)(2) of the Texas Government Code, as amended. The Trustee hereby agrees that the fees it is to be paid for the current fiscal year will not cause the aggregate compensation received by the Trustee pursuant to the terms of this Indenture to exceed the limitation set forth in Section 2274.002(a)(2).

Unless otherwise provided by contract with the Trustee and subject to the limitations set forth above, the Trustee shall transfer from the District Administration Account of the Administrative Fund, from time to time, reasonable compensation for all services rendered by it hereunder, including its services as Paying Agent/Registrar, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by specific agreement, and the Trustee shall have a lien therefor on any and all funds at any time held by it in the Administrative Fund. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the Town shall fail to make any payment required by

this Section, the Trustee may make such payment from any moneys in its possession in the Administrative Fund, subject to the limitations set forth herein.

In the event that the Trustee renders any service not contemplated in this Indenture, or if any material controversy arises hereunder, or the Trustee is made a party to any litigation pertaining to this Indenture or the subject matter hereof, then the Trustee shall, subject to the limitations set forth herein, be compensated from any and all funds at any time held by it for such extraordinary services and any services or work performed by Trustee in connection with any delay, controversy, litigation or event, and reimbursed for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event.

Section 9.7. Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds and may join in any action that any Owner of Bonds may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the Town or any committee formed to protect the rights of Owners or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not such committee shall represent the Owners of a majority in aggregate outstanding principal amount of the Bonds.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' written notice, specifying the date when such resignation shall take effect, to the Town and each Owner of any Outstanding Bond. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. Removal of Trustee.

The Trustee may be removed at any time on 30 days' advance written notice to the Trustee by (i) the Owners of at least a majority of the aggregate Outstanding principal of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the Town, or (ii) the Town, so long as the Town is not in default under this Indenture. Copies of each such instrument shall be delivered by the Town to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Town or the Owners of not less than 10% of the aggregate Outstanding principal of the Bonds.

Section 9.10. Successor Trustee.

(a) If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged as bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

(b) If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least 25% of the aggregate outstanding principal of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the Town.

(c) Until such successor Trustee shall have been appointed by the Owners of the Bonds, the Town shall forthwith (and in no event in excess of 30 days after such vacancy occurs) appoint a Trustee to act hereunder. Copies of any instrument of the Town providing for any such appointment shall be delivered by the Town to the Trustee so appointed. The Town shall mail notice of any such appointment to each Owner of any Outstanding Bonds within 30 days after such appointment. Any appointment of a successor Trustee made by the Town immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds.

(d) If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 herein or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the Town shall be responsible for the costs of such appointment process.

(e) Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least $50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture and Applicable Laws.

(f) Each successor Trustee shall mail, in accordance with the provisions of the Bonds, notice of its appointment to the Trustee, any rating agency which, at the time of such appointment, is providing a rating on the Bonds and each of the Owners of the Bonds.

(g) Trustee shall not be responsible for or liable for the acts or omissions of any successor trustee, nor shall it be responsible or liable for any costs of appointment or transition of such successor trustee.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the Town an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the Town or of such successor, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts

of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing, including any supplement or amendment to this Indenture, from the Town be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the Town.

Section 9.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder and will have and succeed to the rights, powers, duties, immunities and privileges as predecessor, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. Trustee to File Continuation Statements.

If necessary, the Trustee may file or cause to be filed, such continuation statements as are delivered to the Trustee by the Town, or on behalf of the Town, and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "UCC"), in order to continue perfection of the security interest of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC.

Section 9.14. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds. Permissive rights of the Trustee are not to be construed as duties.

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

This Indenture and the rights and obligations of the Town and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds, or with the written consent without a meeting, of the Owners of at least fifty-one percent (51%) of the aggregate principal amount of the Bonds then Outstanding. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the Town to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the Town of any pledge

or lien upon any portion of the Trust Estate superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by both Applicable Laws and this Indenture), or reduce the percentage of Owner of Bonds required for the amendment of this Indenture, as provided herein. Any such amendment may not modify any of the rights or obligations of the Trustee without its written consent.

This Indenture and the rights and obligations of the Town and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the Town in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the Town;

(ii) to make modifications not adversely affecting any Outstanding Bonds in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the Town and the Trustee may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds;

(iv) to provide for the issuance of Refunding Bonds as set forth in Section 13.2 herein;

(v) to appoint or accept a successor trustee in accordance with the provisions of Section 9.10 hereof; provided, however, in no event shall this provision limit the Owners ability to appoint a successor trustee pursuant to Section 9.10(b) hereof; and

(vi) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds.

Any modification or amendment made pursuant to this paragraph shall not be subject to the notice procedures specified in Section 10.3 below.

Notwithstanding the above, no Supplemental Indenture under this Section shall be effective unless the Town first delivers to the Trustee an opinion of Bond Counsel to the effect that such amendment or supplement (i) is permitted under Applicable Laws and the provisions of this Indenture in effect after taking into account the proposed amendment or supplement; (ii) will not adversely affect the interests of the Owners in any material respect; provided however, that an appointment of a successor trustee in accordance with the provisions hereof is deemed to not be a material adverse effect for purposes of such opinion; and (iii) will not adversely affect the exclusion of interest on any Bond from gross income for purposes of federal income taxation.

Section 10.2. Owners' Meetings.

The Town may at any time call a meeting of the Owners of the Bonds. In such event the Town is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt reasonable rules and regulations for the conduct of said meeting.

Section 10.3. Procedure for Amendment with Written Consent of Owners.

The Town and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by Section 10.1 herein, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, shall be mailed by first-class mail, by the Trustee to each Owner of Bonds from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture, and a notice shall have been mailed as hereinafter in this Section provided and the Town or Bond Counsel, acting on the Town's behalf, has delivered to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted and will not adversely affect the exclusion of interest on any Bond from gross income for purposes of federal income taxation. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 11.6 herein. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Indenture, the Town shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the Town and the Owners of all Bonds at the expiration of 60 days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such forty-five day period; provided, however, that the Trustee during such forty-five day period and any such further period during which any such action or proceeding may be pending shall be entitled in its sole discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Indenture, as it may deem expedient; provided, further, that the Trustee shall have no obligation to take or refrain from taking any such action and the Trustee shall have no liability with respect to any action taken or any instance of inaction.

Section 10.4. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the Town, the Trustee, and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and

conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.5. Endorsement or Replacement of Bonds Issued After Amendments.

The Town may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the Town, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the designated office of the Trustee or at such other office as the Town may select and designate for that purpose, a suitable notation shall be made on such Bond. The Town may determine that new Bonds, so modified as in the opinion of the Town is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 10.6. Amendatory Endorsement of Bonds.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds held by such Owner, provided that due notation thereof is made on such Bonds.

Section 10.7. Waiver of Default

Subject to the second and third sentences of Section 10.1 hereof, with the written consent of at least fifty-one (51%) of the Owners in aggregate principal amount of the Bonds then Outstanding, the Owners may waive non-compliance by the Town and certain past defaults under the Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners. For the avoidance of doubt, any waiver given pursuant to this Section shall be subject to Section 11.5 hereof.

Section 10.8. Execution of Supplemental Indenture.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the Town stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties and immunities under this Indenture or otherwise.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. Events of Default.

(a) Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

(i) The failure of the Town to deposit the Pledged Revenues to the Bond Pledged Revenue Account of the Pledged Revenue Fund;

(ii) The failure of the Town to enforce the collection of the Assessments, including the prosecution of foreclosure proceedings;

(iii) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable and such failure is not remedied within 30 days; provided, however, that the payments are to be made only from Pledged Revenues or other funds currently available in the Pledged Funds and available to the Town to make the payments; and

(iv) Default in the performance or observance of any covenant, agreement or obligation of the Town under this Indenture and the continuation thereof for a period of 90 days after written notice to the Town by the Trustee, or by the Owners of at least 25% of the aggregate Outstanding principal of the Bonds with a copy to the Trustee, specifying such default and requesting that the failure be remedied.

(b) Nothing in Section 11.1(a) will be an Event of Default if action necessary to prevent the same would be a violation of any applicable state law or court order.

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, the Trustee may, and at the written direction of the Owners of at least 25% of the aggregate outstanding principal of the Bonds then Outstanding and its receipt of indemnity satisfactory to it, shall proceed against the Town for the purpose of protecting and enforcing the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by this Indenture or by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the Town may be sought or shall be permitted. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies of default.

(b) THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due under this Article, the Town shall determine, in its absolute discretion, and shall instruct the Trustee by Town Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the Town shall fail to deliver to the Trustee such Town Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the Town by reason of such selection, liquidation or sale.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at

any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the Town, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the Town shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the reasonable judgment of the Trustee, proper for the purpose which may be designated in such request.

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of not less than 25% of the aggregate principal amount of the Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2 herein, (iv) the Trustee has for 90 days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no written direction inconsistent with such written request has been given to the Trustee during such 90-day period by the Owners of at least 51% of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, as advised by counsel, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the Town to pay each Bond issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the Town, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues and other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2 hereof, shall be applied by the Trustee, on behalf of the Town, to the payment of interest and principal or Redemption Price then due on Bonds, as follows:

> FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and
>
> SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds, or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the Owners entitled thereto, without any discrimination or preference.

Within 10 days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of this Indenture.

(c) The restoration of the Town to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6. Evidence of Ownership of Bonds.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such

instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of Bonds shall bind all future Owners of the same Bonds in respect of anything done or suffered to be done by the Town or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1 hereof, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first-class postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9. Exclusion of Bonds.

Bonds owned or held by or for the account of the Town will not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Indenture, and the Town shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Indenture.

Section 11.10. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity, by statute or by contract.

Section 11.11. Direction by Owners.

Anything herein to the contrary notwithstanding, the Owners of at least 25% of the aggregate outstanding principal of the Bonds shall have the right by an instrument in writing executed and delivered to the Trustee, to direct the choice of remedies and the time, method, and place of conducting a proceeding for any remedy available to the Trustee hereunder, under each Supplemental Indenture, or otherwise, or exercising any trust or power conferred upon the Trustee, including the power to direct or withhold directions with respect to any remedy available to the Trustee or the Owners, provided, (i) such direction shall not be otherwise than in accordance with Applicable Laws and the provisions hereof, (ii) that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and (iii) that the Trustee shall have the right to decline to follow any such direction which, in the opinion of the Trustee, would be unjustly prejudicial to Owners not parties to such direction.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. Representations as to Trust Estate.

(a) The Town represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the Pledged Revenues and the Trust Estate are and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The Town shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) The Town will take all steps reasonably necessary and appropriate, and will direct the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Assessments and any other amounts pledged to the payment of the Bonds to the fullest extent permitted by the PID Act and other Applicable Laws.

(d) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of the Town, to the affected property owners on the same statement or such other mechanism that is used by the Town, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the Town.

Section 12.2. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the Town and the Owner or Owners of not less than 10% in principal amount of any Bonds then Outstanding or their representatives duly authorized in writing.

Section 12.3. General.

The Town shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Town under the provisions of this Indenture.

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

(a) At any and all times the Town will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The Town will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2. Additional Obligations and Other Liens.

(a) The Town reserves the right, subject to the provisions contained in this Section 13.2, to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations that do not constitute or create a lien on any portion of the Trust Estate and are not payable from the Pledged Revenues.

(b) Other than Refunding Bonds issued to refund all or a portion of the Bonds, the Town will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and will not do or omit to do or suffer to be or omit to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired.

(c) Additionally, the Town has reserved the right to issue bonds or other obligations secured by and payable from Pledged Revenues so long as such pledge is subordinate to the pledge of the Pledged Revenues securing payment of the Bonds.

(d) Notwithstanding anything to the contrary herein, no Refunding Bonds, Additional Obligations, or subordinate obligations described by Section 13.2(c) may be issued by the Town unless: (1) the principal (including sinking fund installments) of such Refunding Bonds, Additional Obligations or subordinate obligations are scheduled to mature on September 1 of the years in which principal is scheduled to mature, and (2) the interest on such Refunding Bonds, Additional Obligations, or subordinate obligations must be scheduled to be paid on March 1 and/or September 1 of the years in which interest is scheduled to be paid.

Section 13.3. Books of Record.

(a) The Town shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealing, business and affairs of the Town, which relate to the Pledged Revenues, the Pledged Funds, the Trust Estate and the Bonds.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain the same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents, and has no duty to verify the accuracy of such information.

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 14.1. Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. Satisfaction of Indenture.

If the Town shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the Town to the Owners of such Bonds, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the Town copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds has been paid so that the Town may determine if the Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the in Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the Town.

Section 14.3. Bonds Deemed Paid.

All Outstanding Bonds shall, prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee for such purpose, shall be sufficient to pay when due the principal of and interest to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the Town verifying the sufficiency of the moneys and/or Defeasance Securities deposited with the Trustee to pay when due the principal

of and interest to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each rating agency then publishing a rating on the Bonds that such deposit will not result in the reduction or withdrawal of the rating on the Bonds. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed in writing by the Town maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

ARTICLE XV

MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the Town, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the Town shall be for the sole and exclusive benefit of the Owners and the Trustee. This Indenture and the exhibits hereto set forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written.

Section 15.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the Town or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the Town or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys duly appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number, and date of holding the same shall be proved by the Register.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the Town or the Trustee in good faith and in accordance therewith.

Section 15.4. Waiver of Personal Liability.

No member, officer, agent, employee of the Town, nor any person designated by the Town Council to act on behalf of the Town shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. Notices to and Demands on Town and Trustee.

(a) Except as otherwise expressly provided in this Indenture, all notices or other instruments required or permitted under this Indenture, including any Town Certificate, shall be in writing and shall be telexed, cabled, delivered by hand, mailed by first-class mail, postage prepaid, or transmitted by facsimile or e-mail and addressed as follows:

If to the Town:	Town of Little Elm, Texas 100 West Eldorado Parkway Little Elm, Texas 75068 Attention: Chief Financial Officer
If to the Trustee or the Paying Agent/Registrar:	Wilmington Trust, National Association Attention: Dayna Smith 15950 N. Dallas Parkway, Suite 550 Dallas, Texas 75248

Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner of a Bond notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Bonds Outstanding.

(c) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system

specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the Town shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Town whenever a person is to be added or deleted from the listing. If the Town elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Town understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Town shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and the Town and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Town. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Town agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Town; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The Town hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas. With respect to this Indenture and any conflicts arising therefrom, the parties hereby (i) irrevocably submit to the exclusive jurisdiction of any federal district or state district court with jurisdiction in Denton County, Texas, (ii) waive any objection to laying of venue in any such action or proceeding in such courts, and (iii) waive any objection that such courts are an inconvenient forum or do not have jurisdiction over any party. Each of the parties hereto hereby waives the right to trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Indenture.

Section 15.8. Payment on Business Day.

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original. The City and the Trustee agree that electronic signatures to this Indenture may be regarded as original signatures.

Section 15.10. No Boycott of Israel.

The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Indenture is a contract for goods or services, will not boycott Israel during the term of this Indenture. The foregoing verification is made solely to enable the Town to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. As used in this Section, the Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

Section 15.11. Iran, Sudan, and Foreign Terrorist Organizations.

The Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates 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 enable the Town to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, 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 federal sanctions regime relating to a foreign terrorist organization. As used in this Section, the Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Town and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

TOWN OF LITTLE ELM, TEXAS

By: _____
Mayor

Attest:

_____
Town Secretary

[TOWN SEAL]

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

EXHIBIT A

(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE TOWN, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED
No. _____

REGISTERED
$_____

United States of America
State of Texas

TOWN OF LITTLE ELM, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2022
(VALENCIA PUBLIC IMPROVEMENT DISTRICT NO. 2 PROJECT)

INTEREST RATE	MATURITY DATE	DATE OF DELIVERY	CUSIP NUMBER
_____%	September 1, 20___	_____	_____

The Town of Little Elm, Texas (the "Town"), for value received, hereby promises to pay, solely from the Trust Estate, to

_____

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on September 1 and March 1 of each year, commencing, March 1, 2023, until maturity or prior redemption.

Capitalized terms appearing herein that are defined terms in the Indenture defined below, have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Wilmington, Delaware (the "Designated Payment/Transfer Office"), of Wilmington Trust, National Association, as trustee and paying agent/registrar (the "Trustee", which term includes any successor trustee under the Indenture), or, with respect to a successor

trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth calendar day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the Town. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the Town having the designation specified in its title (herein referred to as the "Bonds"), dated November 1, 2022 and issued in the aggregate principal amount of $_____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of November 1, 2022 (the "Indenture"), by and between the Town and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the Owners of the Bonds, the Trustee, and the Town, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each Owner of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying a portion of the Actual Costs of the Authorized Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Authorized Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds.

The Bonds are limited obligations of the Town payable solely from the Trust Estate as defined in the Indenture. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the Town, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the Town to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in Authorized Denominations, subject to the provisions of the Indenture authorizing redemption in denominations of $100,000 and any multiple of $1,000 in excess thereof.

The Bonds are subject to sinking fund redemption prior to their respective maturities and will be redeemed by the Town in part at a price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption from moneys available for such purpose in the Redemption Fund pursuant to Article VI of the Indenture, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	

September 1, 20__*

* maturity

At least 45 days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select for redemption, pursuant to the provisions of the Indenture, a principal amount of Bonds of such maturity equal to the Sinking Fund Installments of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the Town, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date shall have been acquired by the Town at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least 45 days prior to the sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

The Town reserves the right and option to redeem Bonds maturing on or after September 1, 20__, before their respective scheduled maturity date, in whole or in part, on any date on or after September 1, 20__, at the Redemption Price.

Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, at a redemption price equal to 100% of the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption, pursuant to the provisions of the Indenture, from amounts on deposit in the Redemption Fund as a result of Prepayments, other transfers to the Redemption Fund pursuant to the Indenture, or as a result of unexpended amounts transferred from the Project Fund as provided in the Indenture.

The Trustee shall give notice of any redemption of Bonds by sending notice by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the redemption price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the Town may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the Town shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Town and the rights of the Owners of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the Owners of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the Owners of all the Bonds, to waive compliance by the Town with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the Owner of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such Owner and upon all future Owners thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the Town nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond redeemed in part.

The Town, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the Town nor the Trustee shall be affected by notice to the contrary.

The Town has reserved the right to issue Additional Obligations on the terms and conditions specified in the Indenture.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE TOWN OF LITTLE ELM, TEXAS, THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the Town, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the Town Council of the Town has caused this Bond to be executed under the official seal of the Town.

_____

Mayor, Town of Little Elm, Texas

_____
Town Secretary, Town of Little Elm, Texas

[Town Seal]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO._____
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

WILMINGTON TRUST,
NATIONAL ASSOCIATION,
Dallas, Texas, as Trustee

DATED: _____

By:_____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee):

_____

_____

_____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____ _____

Signature Guaranteed By:

_____

_____

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee.

(e) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this Exhibit A, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on September 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Year	Principal Amount ($)	Interest Rate (%)"

(Information to be inserted from Section 3.2(c) hereof); and

(iii) the Initial Bond shall be numbered T-1.

EXHIBIT B

BOND PURCHASE AGREEMENT

$[PAR AMOUNT]
TOWN OF LITTLE ELM, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(VALENCIA PUBLIC IMPROVEMENT DISTRICT NO. 2 PROJECT)

BOND PURCHASE AGREEMENT

October 18, 2022

Town of Little Elm
100 W. Eldorado Parkway
Little Elm, Texas 75068

Ladies and Gentlemen:

The undersigned, FMSbonds, Inc. (the "Underwriter"), offers to enter into this Bond Purchase Agreement (this "Agreement") with the Town of Little Elm, Texas (the "Town"), which will be binding upon the Town and the Underwriter upon the acceptance of this Agreement by the Town. This offer is made subject to its acceptance by the Town by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the Town at any time prior to the acceptance hereof by the Town. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (defined herein) between the Town and Wilmington Trust, National Association, as trustee (the "Trustee"), authorizing the issuance of the Bonds (defined herein), and in the Limited Offering Memorandum (defined herein).

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the Town, and the Town hereby agrees to sell to the Underwriter, all (but not less than all) of the $[PAR AMOUNT] aggregate principal amount of the "Town of Little Elm, Texas, Special Assessment Revenue Bonds, Series 2022 (Valencia Public Improvement District No. 2 Project)" (the "Bonds"), at a purchase price of $_____ (representing the aggregate principal amount of the Bonds plus a reoffering premium of $_____ and less an Underwriter's discount of $_____).

Inasmuch as this purchase and sale represents a negotiated transaction, the Town understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the Town (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The Town acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement

is an arm's length commercial transaction between the Town and the Underwriter and the Underwriter has financial and other interests that differ from any other party to this Agreement, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the Town, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Town with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the Town on other matters) and the Underwriter has no obligation to the Town with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the Town has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from those of the Town, and (vi) the Underwriter has provided to the Town prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB"), which have been received by the Town. The Town further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the Town regarding the expenditure of Bond proceeds and the construction of the Authorized Improvements financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the Town.

The Bonds shall be dated November 1, 2022 and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on November 9, 2022 (or such other date as may be agreed to by the Town and the Underwriter) (the "Closing Date").

2. Authorization Instruments and Law. The Bonds were authorized by an ordinance enacted by the Town Council of the Town (the "Town Council") on October 18, 2022 (the "Bond Ordinance") and shall be issued pursuant to the provisions of Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "Act"), and the Indenture of Trust, dated as of November 1, 2022, between the Town and the Trustee, authorizing the issuance of the Bonds (the "Indenture"). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and interest thereon shall be secured by the proceeds of special assessments (the "Assessments") levied on the assessable parcels within the Valencia Public Improvement District (the "District"). The District was established by a resolution enacted by the Town Council on August 16, 2022 (the "Creation Resolution") in accordance with the Act. A Service and Assessment Plan (the "Service and Assessment Plan") which sets forth the costs of the Authorized Improvements and the method of payment of the Assessments levied against assessable property located within the District, was approved pursuant to an assessment ordinance adopted by the Town Council on October 18, 2022 (the "Assessment Ordinance" and, together with the Creation Resolution, the Indenture and the Bond Ordinance, the "Authorizing Documents"). The Bonds shall be further secured by certain applicable funds and accounts created under the Indenture.

The Bonds shall be as described in Schedule I, the Indenture, and the Limited Offering Memorandum (defined herein). The proceeds of the Bonds shall be used for (i) paying a portion of the costs of the Authorized Improvements, (ii) paying interest on the Bonds during and after the period of acquisition and construction of the Authorized Improvements, (iii) funding the Reserve Account of the Reserve Fund, (iv) paying District formation and administration costs and (v) paying the cost of issuance of the Bonds.

3. Limited Public Offering. The Underwriter agrees to make a bona fide limited public offering of all of the Bonds in accordance with Section 11 hereof. On or before the third (3rd) business day prior to the Closing Date, the Underwriter shall execute and deliver to Bond Counsel the Issue Price Certificate (defined herein), in substantially the form attached hereto as Appendix B.

4. Limited Offering Memorandum.

(a) Delivery of Limited Offering Memorandum. The Town previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds, dated [PLOM DATE], 2022 (the "Preliminary Limited Offering Memorandum"), in a "designated electronic format," as defined in the Municipal Securities Rulemaking Board ("MSRB") Rule G-32 ("Rule G-32"). The Town will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (the "Limited Offering Memorandum") which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission's Rule 15c2-12, as amended ("Rule 15c2-12"), (iii) in a "designated electronic format," and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds, are collectively referred to herein as the "Limited Offering Memorandum." Until the Limited Offering Memorandum has been prepared and is available for distribution, the Town shall provide to the Underwriter sufficient quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Limited Offering Memorandum.

(b) Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the offering, sale, and distribution of the Bonds. The Town hereby represents and warrants that the Preliminary Limited Offering Memorandum has been deemed "final" by the Town as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

(c) Use of Limited Offering Memorandum in Offering and Sale. The Town hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the offering and the sale of the Bonds. The Town consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the offering of the Bonds. The Town shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the Town's acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) business days after the Town's acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The Town shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

(d) Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the 25th day after the "end of the underwriting period" for the Bonds), the Town becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Town will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the Town will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the Town in accordance herewith, (i) the Town makes no representations with respect to the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York ("DTC"), or its book-entry-only system, and (ii) the Town makes no representation with respect to the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum under the captions and subcaptions "PLAN OF FINANCE — The District, Development Plan and Status of Development," and "— Financing of Development in

District," "BOOK-ENTRY ONLY SYSTEM," "THE AUTHORIZED IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "DEVELOPMENT CONSULTANT," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Authorized Improvements and the Development), "THE ADMINISTRATOR," "LEGAL MATTERS — Litigation — The Developer," "CONTINUING DISCLOSURE – The Developer", "UNDERWRITING" and "INFORMATION RELATING TO THE TRUSTEE" (collectively, the "Non-Town Disclosures"). If such notification shall be subsequent to the Closing Date, the Town, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The Town shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

(e) Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access ("EMMA") system within one business day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the Town can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 is the Closing Date.

(f) Limited Offering. The Underwriter hereby represents, warrants and covenants that the Bonds were initially sold pursuant to a limited offering. The Bonds were sold to not more than thirty-five persons that qualify as "Accredited Investors" (as defined in Rule 501 of Regulation D under the Securities Act (as defined herein)) or "Qualified Institutional Buyers" (within the meaning of Rule 144A under the Securities Act).

5. Town Representations, Warranties and Covenants. The Town represents, warrants and covenants that:

(a) Due Organization, Existence and Authority. The Town is a political subdivision of the State of Texas (the "State"), and has, and at the Closing Date will have, full legal right, power and authority:

(i) to enter into:

(1) this Agreement;

(2) the Indenture;

(3) the "Valencia on the Lake Pre-Annexation Agreement, Development Agreement, Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement" between the Town and Valencia on the Lake, L.P., a Texas limited partnership (the "Developer")

effective as of November 5, 2013; as amended by that "First Amendment to the Valencia on the Lake Pre-Annexation Agreement, Development Agreement, Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement" between the Town and the Developer, effective as of September 16, 2014; as amended by that "Second Amendment to the Valencia on the Lake Pre-Annexation Agreement, Development Agreement, Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement" between the Town and the Developer, effective as of June 2, 2015; as amended by that "Third Amendment to the Valencia on the Lake Pre-Annexation Agreement, Development Agreement, Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement" between the Town and the Developer, effective as of February 16, 2016; as amended by that "Fourth Amendment to the Valencia on the Lake Pre-Annexation Agreement, Development Agreement, Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement" between the Town and the Developer, effective as of August 2, 2016; as amended by that "Fifth Amendment to the Valencia on the Lake Pre-Annexation Agreement, Development Agreement, Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement" between the Town and the Developer, effective as of August 15, 2017; as amended by that "Sixth Amendment to the Valencia on the Lake Pre-Annexation Agreement, Development Agreement, Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement" between the Town and the Developer, effective as of February 2, 2021, and as may be further amended; as amended by that "Seventh Amendment to the Valencia on the Lake Pre-Annexation Agreement, Development Agreement, Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement" between the Town and the Developer, effective as of _____, 2022, and as may be further amended (collectively, the "Development Agreement");

(4) the "Continuing Disclosure Agreement of the Issuer" with respect to the Bonds, dated as of November 1, 2022 (the "Town Continuing Disclosure Agreement"), executed and delivered by the Town, MuniCap, Inc., as Administrator and MuniCap, Inc., as Dissemination Agent; and

(5) the "Landowner Agreement" effective as of October 18, 2022, executed by the Town and Valencia on the Lake 2B2 and 4, LLC, a Texas limited liability company (the "Developer") (the "Landowner Agreement");

(6) the "Valencia Public Improvement District No. 2 Construction, Funding and Acquisition Agreement" effective as of October 18, 2022, executed by the Town and the Developer (the "CFA Agreement"); and

(ii) to issue, sell, and deliver the Bonds to the Underwriter as provided herein; and

(iii) to carry out and consummate the transactions on its part described in (1) the Authorizing Documents, (2) this Agreement, (3) the Development Agreement, (4) the Town Continuing Disclosure Agreement, (5) the Landowner Agreement, (6) the CFA Agreement, (7) the Limited Offering Memorandum, and (8) any other documents and certificates described in any of the foregoing (the documents described by subclauses (1) through (6) being referred to collectively herein as the "Town Documents").

(b) Due Authorization and Approval of Town. By all necessary official action of the Town, the Town has duly authorized and approved the adoption or execution and delivery by the Town of, and the performance by the Town of the obligations on its part contained in, the Town Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the Town Documents will constitute the legally valid and binding obligations of the Town enforceable upon the Town in accordance with their respective terms, except insofar as enforcement may be limited by principles of governmental immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors' rights generally. The Town has complied, and will at the Closing (as defined herein) be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the Town Documents.

(c) Due Authorization for Issuance of the Bonds. The Town has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the Act. The Town has, and at the Closing Date will have, full legal right, power and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the other Town Documents, (ii) to issue, sell and, deliver the Bonds to the Underwriter pursuant to the Indenture, the Bond Ordinance, the Act, and as provided herein, and (iii) to carry out, give effect to and consummate the transactions on the part of the Town described by the Town Documents and the Bond Ordinance.

(d) No Breach or Default. As of the time of acceptance hereof, and to its knowledge, the Town is not, and as of the Closing Date the Town will not be, in breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument related to the Bonds and to which the Town is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have a material adverse effect on the Town's ability to perform its obligations under the Bonds or the Town Documents; and, as of such times, the authorization, execution and delivery of the Bonds and the Town Documents and compliance by the Town with obligations on its part

to be performed in each of such agreements or instruments does not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the Town (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be permitted by the Town Documents.

(e) No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending against the Town with respect to which the Town has been served with process, nor to the knowledge of the Town is any Action threatened against the Town, in which any such Action (i) in any way questions the existence of the Town or the rights of the members of the Town Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the Town Documents or the consummation of the transactions on the part of the Town described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the Town; and, as of the time of acceptance hereof, to the Town's knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

(f) Bonds Issued Pursuant to Indenture. The Town represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the Town subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of the pledge of the proceeds of the levy of the Assessments received by the Town, all to the extent provided for in the Indenture. The Indenture creates a valid pledge of the monies in certain funds and accounts established pursuant to the Indenture to the extent provided for in the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

(g) Assessments. The Assessments constituting the security for the Bonds have been levied by the Town in accordance with the Act on those parcels of land identified in the Assessment Roll (as defined in the Service and Assessment Plan). According to the Act, such Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for State, county, school district, or municipality ad valorem taxes.

(h) Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the Town of, its obligations in connection with the Town Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents and orders as may be required under Blue Sky or securities laws of any jurisdiction.

(i) Public Debt. Prior to the Closing, the Town will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Assessments which secure the Bonds without the prior approval of the Underwriter.

(j) Preliminary Limited Offering Memorandum. The information contained in the Preliminary Limited Offering Memorandum is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Town makes no representations with respect to the Non-Town Disclosures.

(k) Limited Offering Memorandum. At the time of the Town's acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to paragraph (d) of Section 4 of this Agreement) at all times subsequent thereto during the period up to and including the 25th day subsequent to the "end of the underwriting period," the information contained in the Limited Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that the Town makes no representations with respect to the Non-Town Disclosures and further provided, however, that if the Town notifies the Underwriter of any fact or event as required by Section 4(b) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

(l) Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to paragraph (b) of Section 4 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the 25th day subsequent to the "end of the underwriting period," the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit

to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that if the Town notifies the Underwriter of any fact or event as required by Section 4(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

(m) Compliance with Rule 15c2-12. During the past five years, the Town has complied in all material respects with its previous continuing disclosure undertakings made by it in accordance with Rule 15c2-12, except as disclosed in the Limited Offering Memorandum.

(n) Use of Bond Proceeds. The Town will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

(o) Blue Sky and Securities Laws and Regulations. The Town will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the Town, (i) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the Town will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the Town of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

(p) Certificates of the Town. Any certificate signed by any official of the Town authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and warranty by the Town to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.

(q) Intentional Actions Regarding Representations and Warranties. The Town covenants that between the date hereof and the Closing it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing.

(r) Financial Advisor. The Town has engaged SAMCO Capital Markets, Inc. as its financial advisor in connection with its offering and issuance of the Bonds.

By delivering the Limited Offering Memorandum to the Underwriter, the Town shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties and covenants set forth above.

6. Developer Letter of Representations and Closing Certificate. At the signing of this Agreement, the Town and Underwriter shall receive from the Developer, an executed Developer Letter of Representations (the "Developer Letter of Representations") in the form of Appendix A hereto, and at the Closing, a certificate signed by the Developer in the form of Appendix E hereto.

7. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the Town and the Underwriter, (i) the Town will deliver or cause to be delivered to DTC through its "FAST" System, the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the Town and authenticated by the Trustee as provided in the Indenture, and (ii) the Town will deliver the closing documents hereinafter mentioned to Norton Rose Fulbright US LLP ("Bond Counsel"), or a place to be mutually agreed upon by the Town and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the Town or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the "Closing." The Bonds will be made available to the Underwriter for inspection not less than twenty-four (24) hours prior to the Closing.

8. Underwriter's Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and in the Developer Letter of Representations and the performance by the Town of its obligations under this Agreement, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Agreement shall be conditioned upon the performance by the Town of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

(a) Bring-Down Representations of the Town. The representations and covenants of the Town contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

(b) Executed Agreements and Performance Thereunder. At the time of the Closing (i) the Town Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter; (ii) the Authorizing Documents shall be in full force and effect; (iii) there shall be in full force and effect such other resolutions or actions of the Town as, in the opinion of Bond Counsel and counsel to the Underwriter ("Underwriter's Counsel"), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Town

described in this Agreement and the Town Documents; (iv) there shall be in full force and effect such other resolutions or actions of the Developer as, in the opinion of Boghetich Law, PLLC ("Developer's Counsel"), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in the Developer Letter of Representations, the Development Agreement, the Landowner Agreement, the CFA Agreement, the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of November 1, 2022, executed and delivered by the Developer, MuniCap, Inc. as Administrator, and MuniCap, Inc., as dissemination agent (the "Continuing Disclosure Agreement of the Developer," and together with the Developer Letter of Representations, the Development Agreement, the CFA Agreement, and the Landowner Agreement, the "Developer Documents"); and (v) the Town shall perform or have performed its obligations required or specified in the Town Documents to be performed at or prior to Closing.

(c) No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the Town Documents, the Developer Documents or other documents relating to the financing and construction of the Authorized Improvements and the Development, and the Developer shall not be in default in the payment of principal or interest on any of its indebtedness which default shall materially adversely impact the ability of such Developer to pay the Assessments when due.

(d) Closing Documents. At or prior to the Closing, the Underwriter or Underwriter's Counsel shall have received each of the documents required under Section 9 below.

(e) Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the Town if, between the date of this Agreement and the Closing, in the Underwriter's sole and reasonable judgment, the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

(i) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either House thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the

United States shall be rendered or a ruling, regulation, or order (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the Town or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof, and which in either case, makes it, in the reasonable judgment of the Underwriter, impracticable or inadvisable to proceed with the sale and delivery of the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(ii) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or no action letter by, or on behalf of, the Securities and Exchange Commission ("SEC") or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act, or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the "Trust Indenture Act"); or

(iii) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; or

(iv) there shall have occurred any outbreak of hostilities (including, without limitation, an act of terrorism) or other national or international calamity or crisis, including, but not limited to, an escalation of hostilities that existed prior to the date hereof, and the effect of any such event on the financial markets of the United States shall be such as would make it impracticable, in the reasonable judgment of the Underwriter, for it to sell the Bonds on the terms and in the manner contemplated by the Limited Offering Memorandum; or

(v) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the Town, except as disclosed in or contemplated by the Limited Offering Memorandum; or

(vi) any state blue sky or securities commission or other governmental agency or body in any state in which more than 10% of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the

offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(vii) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Town, its property, income, securities (or interest thereon), or the validity or enforceability of the Assessments to pay principal of and interest on the Bonds; or

(viii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(ix) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(x) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to Limited Offering Memorandum; or

(xi) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(xii) a material disruption in securities settlement, payment or clearance services shall have occurred; or

(xiii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Agreement or by the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the date of Closing, including the Securities Act, the Securities Exchange Act of 1934 (the "Securities Exchange Act") and the Trust Indenture Act; or

(xiv) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein

provided shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (viii), (xiii) and (xiv) above, the Underwriter is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

9. Closing Documents. At or prior to the Closing, the Underwriter's Counsel shall receive the following documents:

(a) Bond Opinion. The approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix D to the Limited Offering Memorandum, together with a reliance letter from Bond Counsel, dated the date of the Closing and addressed to the Underwriter, which may be included in the supplemental opinion required by Section 9(b), to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

(b) Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the Town and the Underwriter, in form and substance acceptable to counsel for the Underwriter, to the following effect:

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements and information contained in the Limited Offering Memorandum but that such firm has reviewed the statements and information describing the Bonds and appearing in the Limited Offering Memorandum under the captions or subcaptions "PLAN OF FINANCE — The Bonds" and "Prior Bonds Issued to Finance Improvements in the Development" "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" "Estimated Lien to Value Analysis in the District" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings," "LEGAL MATTERS — Legal Opinions," "SUITABILITY FOR INVESTMENT," "CONTINUING DISCLOSURE — The Town", "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS" and APPENDIX B and Bond Counsel is of the opinion that the information relating to the Bonds and legal issues contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance and Indenture;

(ii) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(iii) The Town has full power and authority to adopt the Creation Resolution, the Assessment Ordinance, and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the "Town Actions") and perform its obligations thereunder and the Town Actions have been duly adopted, are in full force and effect and have not been modified, amended or rescinded; and

(iv) The Indenture, the Development Agreement, the Landowner Agreement, the CFA Agreement, the Town Continuing Disclosure Agreement and the Bond Purchase Agreement have been duly authorized, executed and delivered by the Town and, assuming the due authorization, execution and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the Town, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors' rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to local governmental entities.

(c) Town Legal Opinion. An opinion of an attorney for the Town, dated the Closing Date and addressed to the Underwriter, Underwriter's Counsel, the Town and the Trustee, with respect to matters relating to the Town, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.

(d) Opinion of Developer's Counsel. An opinion of Developer's Counsel, substantially in the form of Appendix D hereto, dated the Closing Date and addressed to the Town, Bond Counsel, the Attorney for the Town, the Underwriter, Underwriter's Counsel and the Trustee.

(e) Developer Certificate. A certificate of the Developer dated as of the Closing Date, signed by an authorized officer of the Developer in substantially the form of Appendix E hereto.

(f) Town Certificate. A certificate of the Town, dated the Closing Date, to the effect that, to an authorized Town official's knowledge:

(i) the representations and warranties of the Town contained herein and in the Town Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Authorizing Documents and Town Documents are in full force and effect and have not been amended, modified, or supplemented;

(iii) except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the Town is pending or, to the knowledge of such

person, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the Town to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Town or the establishment of the District, (c) contest the validity, due authorization and execution of the Bonds or the Town Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the Town from levying and collecting the Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof; and

(iv) the Town has, to such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the Town Documents, on its part to be complied with or satisfied hereunder at or prior to the Closing.

(g) Trustee's Certificate. A certificate of the Trustee, dated the date of Closing, in form and substance acceptable to counsel for the Underwriter to the following effect:

(i) The Trustee is duly organized and validly existing as a national banking association organized under the laws of the United States of America, having the full power and authority, including trust powers, to accept and perform its duties under the Indenture; and

(ii) No consent, approval, authorization or other action by any governmental authority having jurisdiction over the Trustee that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Trustee of the other transactions contemplated to be performed by the Trustee in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Indenture;

(h) Underwriter Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Winstead PC, Underwriter's Counsel, to the effect that:

(i) based on (A) such counsel's review of the Bond Ordinance, the Indenture, and the Limited Offering Memorandum; (B) its discussions with Bond Counsel and with the Underwriter; (C) its review of the documents, certificates, opinions and other instruments delivered at the closing of the sale of the Bonds on the date hereof; and (D) such other matters as it deems relevant, such counsel is of the opinion that the Bonds are exempt securities under the Securities Act, and the Trust Indenture Act, and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the Securities Act and the Indenture is not required to be qualified under the Trust Indenture Act;

(ii) based on (A) such counsel's review of Rule 15c2-12 and interpretive guidance published by the SEC relating thereto; (B) its review of the continuing disclosure undertaking of the Town contained in the Town Continuing Disclosure Agreement; and (C) the inclusion in the Limited Offering

Memorandum of a description of the specifics of such undertaking, and assuming that the Bond Ordinance, the Indenture, and the Town Continuing Disclosure Agreement have been duly adopted by the Town and are in full force and effect, such undertaking provides a suitable basis for the Underwriter, to make a reasonable determination the that Town has met the qualifications of paragraph (b)(5)(i) of Rule 15c2-12; and

(iii) although such counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the information contained in the Limited Offering Memorandum, it has participated in the preparation of the Limited Offering Memorandum and without independent verification, no facts came to its attention that caused it to believe that the Limited Offering Memorandum (except for the Appendices as well as any other financial, engineering and statistical data contained therein or included therein by reference or any litigation disclosed therein, as to which it expresses no view) as of its date contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

(j) Delivery of Town Documents and Developer Documents. The Town Documents and Developer Documents shall have been executed and delivered in form and content satisfactory to the Underwriter.

(k) Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

(l) Federal Tax Certificate. A certificate of the Town in form and substance satisfactory to Bond Counsel and Underwriter's Counsel setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code.

(m) Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State's Certificate of Registration for the Initial Bond.

(n) Continuing Disclosure Agreements. The Town Continuing Disclosure Agreement and the Continuing Disclosure Agreement of the Developer shall have been executed by the parties thereto in substantially the forms attached to the Limited Offering Memorandum as Appendix D-1 and Appendix D-2.

(o) Letter of Representation of Administrator. Letter of Representation of the Administrator, substantially in the form of Appendix F hereto, addressed to the Town, Bond Counsel, the Underwriter, Underwriter's Counsel, and the Trustee, or in form otherwise agreed upon by the Underwriter.

(p) Letter of Representation of Development Consultant. Letter of Representation of the Development Consultant, substantially in the form of Appendix G hereto, addressed to the Town, Bond Counsel, the Underwriter, counsel to the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter.

(q) Evidence of Filing of Creation Resolution, Assessment Ordinance, and Landowner Agreement. Evidence that (i) the Creation Resolution, including legal description of the District by metes and bounds, (ii) the Assessment Ordinance, including the Assessment Roll and a statement indicating the contact for and address of where a copy of the Service and Assessment Plan, and any updates thereto may be obtained or viewed, and (iii) the Landowner Agreement have been filed of record in the real property records of Denton County, Texas.

(r) Rule 15c2-12 Certification. A resolution or certificate of the Town (which may be included in the Bond Ordinance) whereby the Town has deemed the Preliminary Limited Offering Memorandum "final" as of its date, except for permitted omissions, as contemplated by Rule 15c2-12 in connection with the offering of the Bonds.

(s) Lender Consent Certificate. Lender Consent Certificate of Valcap I, LLC and any other lienholder on land in the District, consenting to and acknowledging the creation of the District, the adoption of the Assessment Ordinance, the levy of the Assessments, and the subordination of its lien to the lien created by the Assessments in a form acceptable to the Underwriter.

(t) Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the Town has engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the Town Continuing Disclosure Agreement and the Continuing Disclosure Agreement of the Developer by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

(u) BLOR. A copy of the Blanket Letter of Representation to DTC relating to the Bonds and signed by the Town.

(v) Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or their counsel may reasonably deem necessary.

10. Town's Closing Conditions. The obligation of the Town hereunder to deliver the Bonds shall be subject to receipt on or before Closing Date of the purchase price set forth in Section 1 hereof, and the opinion of Bond Counsel described in Section 9(a) hereof.

11. Establishment of Issue Price.

(a) The Underwriter agrees to assist the Town in establishing the issue price of the Bonds and shall execute and deliver to the Town on or before Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Town and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the Town under this Section to establish the issue price of the Bonds may be taken on behalf of the Town by the Town's Financial Advisor identified herein and any notice or report to be provided to the Town may be provided to the Town's Financial Advisor or Bond Counsel.

(b) The Underwriter confirms that it has offered all the Bonds of each maturity to the public on or before the date of this Agreement at the respective offering price (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. At or promptly after the execution of this Agreement, the Underwriter shall report to the Town as of the sale date the first price at which the Underwriter has sold to the public at least 10% of each maturity of Bonds (the "10% test"), and shall identify to the Town as of the sale date those maturities of the Bonds for which the 10% test has not been satisfied. If different interest coupons apply within a maturity, each separate CUSIP number within that maturity will be treated as a separate maturity for this purpose.

(c) The Town and the Underwriter agree that the restrictions set forth in the next sentence shall apply to those maturities of the Bonds for which the 10% test has not been met as of the sale date, which will allow the Town to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Town when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if such sale occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that any selling group agreement and each third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each

dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to (A) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires, (B) promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public, and (C) acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public. The Town acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires and (ii) in the event that the Underwriter is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Town further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Town (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits

interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Agreement by all parties.

12. Consequences of Termination. If the Town shall be unable to satisfy the conditions contained in this Agreement or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the Town shall have no further obligation hereunder, except as further set forth in Sections 13, 15 and 16 hereof.

13. Costs and Expenses.

(a) The Underwriter shall be under no obligation to pay, and the Town shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the Town's obligations hereunder: (i) the costs of the preparation and printing of the Bonds; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum and any supplements and amendments thereto; (iii) the fees and disbursements of the Town's financial advisor and legal counsel, the Trustee's counsel, Bond Counsel, Developer's Counsel, the Trustee, the Underwriter, and Underwriter's Counsel relating to the issuance of the Bonds, (iv) the Attorney General's review fees, (v) the fees and disbursements of accountants, advisers and any other experts or consultants retained by the Town or the Developer, including but not limited to the fees and expenses of the Administrator, and (vi) the expenses incurred by or on behalf of Town employees and representatives that are incidental to the issuance of the Bonds and the performance by the Town of its obligations under this Agreement.

(b) The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the Bonds and (ii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its offering and distribution of the Bonds, except as noted in Subsection 13(a) above.

(c) The Town agrees that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the Town under this Agreement may be given by delivering the same in writing to: Town of Little Elm, Texas, 100

W. Eldorado Parkway, Little Elm, Texas 75068, Attention: Town Manager. Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Attention: Tripp Davenport, Director.

15. Entire Agreement. This Agreement is made solely for the benefit of the Town and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the Town's representations, warranties, and agreements contained in this Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Underwriter, provided the Town shall have no liability with respect to any matter of which the Underwriter has actual knowledge prior to the purchase of the Bonds; or (ii) delivery of any payment for the Bonds pursuant to this Agreement. The agreements contained in this Section and in Sections 16 and 18 shall survive any termination of this Agreement.

16. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

17. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

18. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

19. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas.

20. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the Town without the prior written consent of the other parties hereto.

21. No Personal Liability. None of the members of the Town Council, nor any officer, representative, agent, or employee of the Town, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

22. Form 1295. Submitted herewith or on a date prior hereto is a completed Form 1295 in connection with the Underwriter's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules

promulgated by the TEC (the "Form 1295"). The Town hereby confirms receipt of the Form 1295 from the Underwriter. The Underwriter and the Town understand and agree that, with the exception of information identifying the Town and the contract identification number, neither the Town nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Underwriter; and, neither the Town nor its consultants have verified such information.

23. Anti-Boycott Verification. The Underwriter hereby verifies that the Underwriter and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Contract is a contract for goods or services, will not boycott Israel during the term of this Contract. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal Law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Underwriter understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17. C.F.R. § 230.405 and exists to make a profit.

24. Iran, Sudan and Foreign Terrorist Organizations. The Underwriter hereby represents that neither the Underwriter nor any of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates 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 Underwriter and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, 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 federal sanctions regime relating to a foreign terrorist organization. The Underwriter understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17. C.F.R. § 230.405 and exists to make a profit.

25. Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislative Session), Texas Government Code, as amended, the Underwriter hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code,as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies"

shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Underwriter understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17. C.F.R. § 230.405 and exists to make a profit.

26. Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislative Session, "SB 19"), Texas Government Code, as amended, the Underwriter hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and

(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, discriminate against a firearm entity or firearm trade association" (A) means, with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i)the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association, "firearm entity" means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm

magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and "firearm trade association" means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Underwriter understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17. C.F.R. § 230.405 and exists to make a profit.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

FMSBONDS, INC.,
as Underwriter

By: _____
Name: Theodore A. Swinarski
Title: Senior Vice President – Trading

Accepted at _____ a.m./p.m. central time on the date first stated above.

TOWN OF LITTLE ELM, TEXAS

By: _____
Mayor

SCHEDULE I

$[PAR AMOUNT]
TOWN OF LITTLE ELM, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(VALENCIA PUBLIC IMPROVEMENT DISTRICT NO. 2 PROJECT)

Interest Accrues From: Date of Delivery

$_____ ___% Term Bonds, Due September 1, 20__, Priced to Yield _____% [(a), (c)]

$_____ ___% Term Bonds, Due September 1, 20__, Priced to Yield _____% [(a), (c)]

$_____ ___% Term Bonds, Due September 1, 20__, Priced to Yield _____% [(a), (b), (c)]

$_____ ___% Term Bonds, Due September 1, 20__, Priced to Yield _____% [(a), (b), (c)]

(a) The initial prices or yields of the Bonds are furnished by the Underwriter, have been determined in accordance with the "10% test", and represent the initial offering prices or yields to the public, which may be changed by the Underwriter at any time.

(b) The Bonds maturing on or after September 1, 20__ are subject to redemption, in whole or in part, prior to stated maturity, at the option of the Town, on any date on or after September 1, 20__, at the price of par plus accrued interest to the date of redemption, as set forth in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."

(c) The Bonds are also subject to extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."

The Bonds are subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installments as set forth in the following schedule.

$_____ Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment
September 1, 20__	$
September 1, 20__	
September 1, 20__†	

$_____ Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment
September 1, 20__	$
September 1, 20__	
September 1, 20__†	

† Final Maturity

APPENDIX A

FORM OF DEVELOPER LETTER OF REPRESENTATIONS

$[PAR AMOUNT]
TOWN OF LITTLE ELM, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(VALENCIA PUBLIC IMPROVEMENT DISTRICT NO. 2 PROJECT)

DEVELOPER LETTER OF REPRESENTATIONS

October 18, 2022

Town of Little Elm, Texas
100 W. Eldorado Parkway
Little Elm, Texas 75068

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the Town of Little Elm, Texas (the "Town") and FMSbonds, Inc. (the "Underwriter"), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement") for the sale and purchase of the $[PAR AMOUNT] "Town of Little Elm, Texas, Special Assessment Revenue Bonds, Series 2022 (Valencia Public Improvement District No. 2 Project)" (the "Bonds"). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the Town, and the Town has agreed to sell to the Underwriter, the Bonds. In order to induce the Town to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the Town and the purchase of them by the Underwriter, the undersigned, Valencia on the Lake 2B2 and 4, LLC, a Texas limited liability company (the "Developer"), makes the representations, warranties, and covenants contained in this Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Bonds), the Developer becomes aware of any fact or event which might or would cause the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum to comply with law, the Developer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developer Letter of Representations and any certificate delivered by the Developer in accordance with the Bond Purchase Agreement, the Developer makes no representations with respect to (i) the descriptions in the Limited Offering Memorandum of The Depository Trust Company, New York, New York, or its book-entry-only system and (ii) the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum under the captions "THE TOWN," "THE DISTRICT," "BONDHOLDERS' RISKS" (except as it pertains to the Developer, the Authorized Improvements and the Development, as defined in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum), "TAX MATTERS," "LEGAL MATTERS — Litigation — The Town," "CONTINUING DISCLOSURE — The Town," and "— The Town's Compliance with Prior Undertakings," and "INFORMATION RELATING TO THE TRUSTEE."

3. Developer Documents. The Developer has executed or caused the execution of and delivered each of the below listed documents (individually, a "Developer Document" and collectively, the "Developer Documents") in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of Developer, enforceable against Developer in accordance with its terms:

(a) this Developer Letter of Representations;

(b) that certain Continuing Disclosure Agreement of the Developer; and

(c) that certain Landowner Agreement.

The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

4. Developer Representations, Warranties and Covenants. The Developer represents, warrants, and covenants to the Town and the Underwriter that:

(a) Due Organization and Existence. The Developer is duly formed and validly existing as a limited liability company under the laws of the State of Texas.

(b) Organizational Documents. The copies of the organizational documents of the Developer provided by the Developer (the "Developer Organizational Documents") to the Town and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

(c) No Breach. The execution and delivery of the Developer Documents by the Developer does not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party.

(d) No Litigation. Other than as described in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum, there are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the Development in accordance with the description thereof in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum.

(e) Information. The information prepared and submitted by the Developer to the Town or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum was, and is, as of this date, and will be as of the date of the Limited Offering Memorandum, true and correct in all material respects.

(f) Preliminary Limited Offering Memorandum. The Developer represents and warrants that the information set forth in the Preliminary Limited Offering Memorandum under the captions "PLAN OF FINANCE — The District, Development Plan and Status of Development," and "— Financing of Development in the District," "THE AUTHORIZED IMPROVEMENTS" "THE DEVELOPMENT," "THE DEVELOPER" "CONTINUING DISCLOSURE – The Developer", and, to the best of the Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Authorized Improvements and the Development, as defined in the Limited Offering Memorandum) and "LEGAL MATTERS — Litigation — The Developer" is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum.

(g) Events of Default. No "Event of Default" or "event of default" by the Developer under any of Developer Documents, any documents to which the Developer is a party described in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Authorized Improvements to which the Developer is a party, or event that, with the passage of time or the giving of notice Developer both, would constitute such "Event of Default" or "event of default," by the Developer has occurred and is continuing.

5. Indemnification.

(a) The Developer will indemnify and hold harmless the Town and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum under the captions "PLAN OF FINANCE — The District, Development Plan and Status of Development," and "— Financing of Development in the District," "THE AUTHORIZED IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Authorized Improvements, and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation – The Developer," and "CONTINUING DISCLOSURE – The Developer" or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

(b) Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so

to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the Town, the Developer or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds hereunder, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Developer Letter of Representations will be binding upon the Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the Town, and no other person or firm or entity will acquire or have any right under or by virtue of this Developer Letter of Representations.

[*Signature pages to follow*]

DEVELOPER:

VALENCIA ON THE LAKE 2B2 and 4, LLC,
a Texas limited liability company
(as Developer)

By: Valencia on the Lake, L.P.,
a Texas limited partnership
Its Manager

By: Valencia on the Lake GP, LLC,
a Texas limited liability company
Its General Partner

By: _____
Name: Mehrdad Moayedi
Its Manager

APPENDIX B

$[PAR AMOUNT]
TOWN OF LITTLE ELM, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (VALENCIA PUBLIC IMPROVEMENT DISTRICT NO. 2 PROJECT)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of FMSbonds, Inc. ("FMS"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds") of the Town of Plano, Texas (the "Issuer").

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) FMS offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, FMS agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail or other third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail or other third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which FMS sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, limited liability company, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is October 18, 2022.

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents FMS's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate as to Tax Exemption with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

EXECUTED and DELIVERED this _____, 2022.

FMSBONDS, INC.

By: _____

Name:_____

Title:_____

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING MATURITIES

(*Attached*)

SCHEDULE B

PRICING WIRE OR EQUIVALENT WRITTEN COMMUNICATION

(*Attached*)

APPENDIX C

[LETTERHEAD OF BROWN & HOFMEISTER, L.L.P.]

November 9, 2022

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 550
Dallas, Texas 75248

Winstead PC
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75201

Town of Little Elm
Attn: Town Manager
100 W. Eldorado Parkway
Little Elm, Texas 75068

$[PAR AMOUNT]
TOWN OF LITTLE ELM, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(VALENCIA PUBLIC IMPROVEMENT DISTRICT NO. 2 PROJECT)

Ladies and Gentlemen:

I am the Town Attorney of the Town of Little Elm, Texas (the "Town") and render this opinion in connection with the issuance and sale of $[PAR AMOUNT] "Town of Little Elm, Texas, Special Assessment Revenue Bonds, Series 2022 (Valencia Improvement District No. 2 Project)" (the "Bonds"), by the Town, a political subdivision of the State of Texas (the "State").

The Bonds are authorized pursuant to Ordinance No. ____ enacted by the Town Council of the Town (the "Town Council") on October 18, 2022 (the "Bond Ordinance") and shall be issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "Act") and the Indenture of Trust dated as of November 1, 2022 (the "Indenture") by and between the Town and Wilmington Trust, National Association, as trustee (the "Trustee"). The Bonds are being sold to FMSbonds, Inc. pursuant to the Bond Purchase Agreement dated October 18, 2022 between the Town and FMSbonds, Inc. (the "Bond Purchase Agreement"). This opinion is being delivered pursuant to Section 9(c) of the Bond Purchase Agreement. Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

In connection with rendering this opinion, I have reviewed:

(a) Resolution No. 0816202201 (the "Creation Resolution"), enacted by the Town Council on August 16, 2022;

(b) (i) Ordinance No. _____ approved by the Town Council on October 18, 2022, and the Service and Assessment Plan (the "Service and Assessment Plan") attached as an exhibit thereto (the "Assessment Ordinance");

(c) The Bond Ordinance;

(d) The Indenture;

(e) The Bond Purchase Agreement;

(f) That certain "Valencia on the Lake Pre-Annexation Agreement, Development Agreement, Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement" between the Town and Valencia on the Lake, L.P., a Texas limited partnership (the "Developer") effective as of November 5, 2013; as amended by that "First Amendment to the Valencia on the Lake Pre-Annexation Agreement, Development Agreement, Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement" between the Town and the Developer, effective as of September 16, 2014; as amended by that "Second Amendment to the Valencia on the Lake Pre-Annexation Agreement, Development Agreement, Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement" between the Town and the Developer, effective as of June 2, 2015; as amended by that "Third Amendment to the Valencia on the Lake Pre-Annexation Agreement, Development Agreement, Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement" between the Town and the Developer, effective as of February 16, 2016; as amended by that "Fourth Amendment to the Valencia on the Lake Pre-Annexation Agreement, Development Agreement, Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement" between the Town and the Developer, effective as of August 2, 2016; as amended by that "Fifth Amendment to the Valencia on the Lake Pre-Annexation Agreement, Development Agreement, Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement" between the Town and the Developer, effective as of August 15, 2017; as amended by that "Sixth Amendment to the Valencia on the Lake Pre-Annexation Agreement, Development Agreement, Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement" between the Town and the Developer, effective as of February 2, 2021; as amended by that "Seventh Amendment to the Valencia on the Lake Pre-Annexation Agreement, Development Agreement, Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement" between the Town and the Developer, effective as of _____, 2022, and as may be further amended, (collectively, the "Development Agreement");

(g) That certain Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of November 1, 2022 (the "Town Continuing Disclosure Agreement"), executed and delivered by the Town, MuniCap, Inc., as Administrator, and MuniCap, Inc., as Dissemination Agent;

(h) That certain Landowner Agreement effective as of October 18, 2022 executed by the Town and Valencia on the Lake 2B2 &4, LLC (the "Landowner Agreement");

(i) That certain "Valencia Public Improvement District No. 2 Construction, Funding and Acquisition Agreement" effective as of October 18, 2022, executed by the Town and the Developer (the "CFA Agreement"); and

(j) Such other documents, records, agreements or certificates as we have deemed necessary or appropriate to enable us to render the opinions expressed below.

The Creation Resolution, the Assessment Ordinance, the Indenture and the Bond Ordinance shall hereinafter be collectively referred to as the "Authorizing Documents" and the remaining documents shall hereinafter be collectively referred to as the "Town Documents."

In all such examinations, I have assumed that all signatures on documents and instruments executed by the Town are genuine and that all documents submitted to me as copies conform to the originals. In addition, for purposes of this opinion, I have assumed the due authorization, execution and delivery of the Town Documents by all parties other than the Town.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth herein, I am of the opinion that:

1. The Town is a Texas political subdivision and has all necessary power and authority to enter into and perform its obligations under the Authorizing Documents and the Town Documents. The Town has taken or obtained all actions, approvals, consents and authorizations required of it by applicable laws in connection with the execution of the Authorizing Documents and the Town Documents and the performance of its obligations thereunder.

2. To the best of my knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending, or threatened against the Town: (a) affecting the existence of the Town or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of the District, (c) affecting, contesting or seeking to prohibit, restrain or enjoin the delivery of any of the Bonds, or the payment, collection or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Assessments pursuant to the provisions of the Assessment Ordinance and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability or the Town's performance of the Town Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the Town.

3. The Authorizing Documents were duly enacted by the Town and remain in full force and effect on the date hereof.

4. The Town Documents have been duly authorized, executed and delivered by the Town and are legal, valid and binding obligations of the Town enforceable against the Town in accordance with their respective terms. However, the enforceability of the obligations of the Town under such Town Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, or (c) the application of State law

relating to action by future councils and relating to governmental immunity applicable to governmental entities.

6. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the Town as a condition precedent to the performance by the Town of its obligations under the Authorizing Documents and the Town Documents (other than those that have been or will be obtained prior to the delivery of the Bonds, including the opinion of the Texas Attorney General).

7. The Town has duly authorized and delivered the Limited Offering Memorandum.

8. Based upon our limited participation in the preparation of the Preliminary Limited Offering Memorandum and the final Limited Offering Memorandum (collectively, the "Limited Offering Memorandum"), the statements and information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum with respect to the Town under the captions and subcaptions "ASSESSMENT PROCEDURES – Assessment Methodology" and " – Assessment Amounts," "THE TOWN," "THE DISTRICT," "LEGAL MATTERS – Litigation – The Town," "CONTINUING DISCLOSURE – The Town" and "– The Town's Compliance with Prior Undertakings" and "APPENDIX A" are a fair and accurate summary of the laws and the documents and facts summarized therein.

9. The adoption of the Authorizing Documents, the execution and delivery of the Town Documents and the compliance with the provisions of the Authorizing Documents and the Town Documents under the circumstances contemplated thereby, to the best of my knowledge: (a) do not and will not in any material respect conflict with or constitute on the part of the Town a breach of or default under any agreement to which the Town is a party or by which it is bound, and (b) do not and will not in any material respect conflict with or constitute on the part of the Town a violation, breach of or default under any existing law, regulation, constitutional provision, court order or consent decree to which the Town is subject.

This opinion letter has been rendered solely for the benefit of the addressees named above in connection with the transactions described therein, and may not be used, circulated, quoted, relied upon or otherwise referred to for any other purpose or by any other person without our prior written consent. This opinion letter does not constitute a warranty or guarantee or an opinion as to matters of fact and should not be construed or relied upon as such. This opinion letter is as of the date hereof only, and I undertake no, and hereby disclaim any, obligation to advise you of any change in any matter set forth herein.

Very truly yours,

_____

BROWN & HOFMEISTER, L.L.P.
ATTORNEY FOR THE TOWN

APPENDIX D

[LETTERHEAD OF BOGHETICH LAW]

November 9, 2022

Town of Little Elm, Texas
100 W. Eldorado Parkway
Little Elm, Texas 75068

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 550
Dallas, Texas 75248

Winstead PC
2728 N. Harwood Street
Dallas, Texas 75201

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201

Town of Little Elm
Attn: Town Attorney
100 W. Eldorado Parkway
Little Elm, Texas 75068

$[PAR AMOUNT]
TOWN OF LITTLE ELM, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(VALENCIA PUBLIC IMPROVEMENT DISTRICT NO. 2 PROJECT)

Ladies & Gentlemen:

We have acted as special counsel to Valencia on the Lake 2B2 and 4, LLC, a Texas limited liability company (the *"Developer")* in connection with the issuance and sale by the Town of Little Elm, Texas (the *"Town"),* of $[PAR AMOUNT] Town of Little Elm, Texas, Special Assessment Revenue Bonds, Series 2022 (Valencia Public Improvement District No. 2 Project) (the *"Bonds"),* pursuant to the Indenture of Trust dated as of November 1, 2022 (the *"Indenture"),* by and between the Town and Wilmington Trust, National Association, as trustee (the *"Trustee").* Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as "Valencia on the Lake" (the *"Development")* located in the Town.

The Bonds are being sold by FMSbonds, Inc. (the *"Underwriter"),* pursuant to that certain Bond Purchase Agreement dated October 18, 2022 (the *"Bond Purchase Agreement"),* between the Town and the Underwriter.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

In our capacity as special counsel to the Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) The following documents (collectively, the *"Material Documents"):*

(1) the *Development Agreement*;

(2) the *Continuing Disclosure Agreement of the Developer*;

(3) the *Landowner Agreement*;

(4) the *CFA Agreement*; and

(5) the *Developer Letter of Representations*;

(b) General Certificate of the Developer and the Closing Certificate of the Developer, each dated as of the date hereof (together, the "*Developer Certificate")*;

(d) The Preliminary Limited Offering Memorandum, dated [PLOM DATE], 2022 relating to the issuance of the Bonds (the *"Preliminary Limited Offering Memorandum")*;

(e) The final Limited Offering Memorandum, dated October 18, 2022, relating to the issuance of the Bonds (together with the Preliminary Limited Offering Memorandum, the *"Limited Offering Memorandum")*; and

(f) Such other documents, records, agreements and certificates of the Developer as we have deemed necessary or appropriate to render the opinions expressed below.

In basing the opinions and other matters set forth herein on "our knowledge," the words "our knowledge" signify that, in the course of our representation of the Developer the principal attorneys in this firm involved in the current actual transaction do not have actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the documents, certificates, reports and information on which we have relied are not accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters. The words "our knowledge" and similar language used herein are intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel.

In rendering the opinions set forth herein, we have assumed, without independent investigation (other than the Developer), that: (i) the due authorization, execution, and delivery of each of the documents referred to in this opinion letter by all parties thereto and that each such document constitutes a valid, binding, and enforceable obligation of each party thereto, (ii) all of the parties to the documents referred to in this opinion letter are duly organized, validly existing, in good standing and have the requisite power, authority (corporate, limited liability company, partnership or other) and legal right to execute, deliver, and perform its obligations under such documents (except to the extent set forth in our opinions set forth herein regarding valid existence and power and authority of the Developer to execute, deliver, and perform its obligations under the Material Documents), (iii) each certificate from governmental officials reviewed by us is accurate, complete, and authentic, and all official public records are accurate

and complete, (iv) the legal capacity of all natural persons, (v) the genuineness of all signatures (other than those of the Developer in respect of the Material Documents), (vi) the authenticity and accuracy of all documents submitted to us as originals, (vii) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (viii) that no laws or judicial, administrative, or other action of any governmental authority of any jurisdiction not expressly opined to herein would adversely affect the opinions set forth herein, and (ix) that the execution and delivery by each party of, and performance of its agreements in, the Material Documents do not breach or result in a default under any existing obligation of such party under any agreements, contracts or instruments to which such party is a party to or otherwise subject to or any order, writ, injunction or decree of any court applicable to such party.

In addition, we have assumed that the Material Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the transaction as reflected in the Material Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Material Documents.

We assume that none of the parties to the Material Documents (other than the Developer) is a party to any court or regulatory proceeding relating to or otherwise affecting the Material Documents or is subject to any order, writ, injunction or decree of any court or federal, state or local governmental agency or commission that would prohibit the execution and delivery of the Material Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair the validity or enforceability thereof. We assume that each of the parties to the Material Documents (other than Developer) has full authority to close this transaction in accordance with the terms and provisions of the Material Documents.

We assume that neither the Underwriter nor the Town nor their respective counsel has any current actual knowledge of any facts not known to us or any law or judicial decision which would make the opinions set forth herein incorrect, and that no party upon whom we have relied for purposes of this opinion letter has perpetrated a fraud.

We have only been engaged by our clients in connection with the Material Documents (and the transactions contemplated in the Material Documents) and do not represent these clients generally.

Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

1. The Developer is (a) based solely upon the relevant Texas Certificate of Status, a Texas limited liability company duly formed, validly existing under the laws of the State of Texas and qualified to transact business as a Texas limited liability company, and (b) based solely upon the relevant Statement of Franchise Tax Account Status, in good standing under the laws of the State of Texas.

2. Pursuant to the Developer Certificate, the Developer has the limited liability company power and authority under the *Texas Business Organizations Code* and the Developer

Basic Documents to execute, deliver and perform its obligations under the Material Documents to which it is a party. The execution and delivery by the Developer of each Material Document to which it is a party, and the performance by the Developer of its agreements set forth therein, have been duly authorized by all necessary limited liability company action under the laws of the State of Texas, the *Texas Business Organizations Code* and the Developer Basic Documents.

1. The execution and delivery by the Developer of the Material Documents and the performance by the Developer of their obligations under the Material Documents will not (i)violate any applicable law; or (ii) conflict with or result in the breach of any court decree or order of any governmental body identified in the Developer Certificate or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion binding upon or affecting the Developer, the conflict with which or breach of which would have a material, adverse effect on the ability of the Developer to perform their obligations under the Material Documents to which it is a party.

2. To our knowledge, no governmental approval which has not been obtained or taken is required to be obtained or taken by the Developer on or before the date hereof as a condition to the performance by the Developer of their obligations under the Material Documents to which it is a party, except for governmental approvals that may be required to comply with certain covenants contained in the Material Documents (including, without limitation, covenants to comply with applicable laws).

3. The Developer has duly executed and delivered each of the Material Documents to which they are a party, and each of the Material Documents constitute the legal, valid, and binding obligations of the Developer, enforceable against the Developer in accordance with their respective terms, subject to the following qualifications: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and (ii) the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity), and (iii) the effect that enforceability of the indemnification provisions therein may be limited, in whole or in part. The execution, delivery, and performance by the Developer of its obligations under the Material Documents do not violate any existing laws of the State of Texas applicable to the Developer.

4. To our knowledge after reasonable inquiry, there are no actions, suits or proceedings pending or threatened against the Developer actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion in any court of law or equity, or before or by any governmental instrumentality with respect to (i) its organization or existence or qualification to do business in the State of Texas; (ii) its authority to execute or deliver the Material Documents to which it is a party; (iii) the validity or enforceability against it of such Material Documents or the transactions described therein; (iv) the titles of the parties executing the Material Documents; (v) the execution and delivery of the Material Documents on behalf of the Developer; (vi) the operations or financial condition of the Developer that would materially adversely affect those operations or the financial condition of the Developer; or (vii) the acquisition and construction of the property and improvements identified in the Limited Offering Memorandum the cost of which is to be funded or reimbursed, in whole or in part, by proceeds of the Bonds.

5. The execution and delivery of the Material Documents do not, and the transactions described therein may be consummated and the terms and conditions thereof may be

observed and performed in a manner that does not, conflict with or constitute a breach of or default under any loan agreement, Indenture, bond note, resolution, agreement or other instrument to which the Developer is a party or is otherwise subject and which have been identified in the Developer Certificate which violation, breach or default would materially adversely affect the Developer or their performance of its obligations under the transactions described in the Material Documents; nor will any such execution, delivery, adoption, fulfillment, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Developer, except as expressly described in the Material Documents (a) under applicable law or (b) under any such loan agreement, indenture, bond note, resolution, agreement, or other instrument.

6. The information set forth in the Limited Offering Memorandum under the captions *"PLAN OF FINANCE — The District, Development Plan and Status of Development," and "— Financing of Development in the District," "THE AUTHORIZED IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Authorized Improvements, and the Development, as defined in the Limited Offering Memorandum)," "LEGAL MATTERS — Litigation — The Developer," and "CONTINUING DISCLOSURE – The Developer,"* adequately and fairly describe the information summarized under such captions and are correct as to matters of law.

7. Subject to the below qualifications and based upon our participation in the preparation of the Limited Offering Memorandum and our participation at conferences with representatives of the Underwriter and its Counsel, of the Town and its counsel, and with representatives of the Developer at which the Limited Offering Memorandum and related matters were discussed, and although we have not independently verified the information in the Limited Offering Memorandum and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Limited Offering Memorandum and any amendment or supplement thereto, no facts have come to our attention that lead us to believe that the information set forth under the captions referenced in the preceding paragraph as of the date of the Limited Offering Memorandum and the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Qualifications

In addition to any assumptions, qualifications and other matters set forth elsewhere herein, the opinions set forth above are subject to the following assumptions and qualifications:

(a) We have not examined any court dockets, agency files or other public records regarding the entry of any judgments, writs, decrees or orders or the pendency of any actions, proceedings, investigations or litigation.

(b) We have relied upon the Developer Certificate, as well as the representations of the Developer contained in the Material Documents, with respect to certain facts material to our

opinion. Except as otherwise specifically indicated herein, we have made no independent investigation regarding any of the foregoing documents or the representations contained therein.

(c) Our opinion delivered pursuant to Section 3 above is subject to the effect of any applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws affecting creditors' rights generally and to the effect of general principles of equity, including (without limitation) remedies of specific performance and injunctive relief and concepts of materiality, reasonableness, good faith and fair dealing (regardless of whether considered in a proceeding in equity or at law).

(d) Except for the Material Documents, we have not reviewed, and express no opinion as to, any other contracts or agreements to which the Developer is a party or by which the Developer is or may be bound.

(e) The opinions expressed herein are based upon and limited to the applicable laws of the State of Texas and the laws of the United States of America, excluding the principles of conflicts of laws thereof, as in effect as of the date hereof, and our knowledge of the facts relevant to such opinions on such date. In this regard, we note that we are members of the Bar of the State of Texas, we do not express any opinion herein as to matters governed by the laws of any other jurisdiction, except the United States of America, we do not purport to be experts in any other laws and we can accept no responsibility for the applicability or effect of any such laws. In addition, we assume no obligation to supplement the opinions expressed herein if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that affect the opinions expressed herein.

(f) This letter is strictly limited to the matters expressly set forth herein and no statements or opinions should be inferred beyond such matters.

(g) Notwithstanding anything contained herein to the contrary, we express no opinion whatsoever concerning the status of title to any real or personal property.

(h) The opinions expressed herein regarding the enforceability of the Material Documents are subject to the qualification that certain of the remedial, waiver or other provisions thereof may not be enforceable; but such unenforceability will not, in our judgment, render the Material Documents invalid as a whole or substantially interfere with the practical realization of the principal legal benefits provided in the Material Documents, except to the extent of any economic consequences of any procedural delays which may result therefrom.

(i) The opinion expressed herein as to the enforceability of the Material Documents is specifically subject to the qualification that enforceability of the Material Documents is limited by the following: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) principles of equity, public policy and unconscionability which may limit the availability of certain remedies; (iii) bankruptcy, insolvency, reorganization, fraudulent conveyance, liquidation, probate, conservatorship and other laws applicable to creditors' rights or the collection of debtors' obligations generally; and (iv) requirements of due process under the United States Constitution, the Constitution of the State of Texas and other laws or court decisions limiting the rights of creditors to repossess, foreclose or otherwise realize upon the property of a debtor without appropriate notice or hearing or both.

(j) We express no opinion as to whether a court would grant specific performance or any other equitable remedy with respect to the enforcement of the Material Documents.

(k) We express no opinion as to the validity, binding effect, or enforceability of: (i) provisions which purport to waive rights or notices, including rights to trial by jury, counterclaims or defenses, jurisdiction or venue; (ii) provisions relating to consent judgments, waivers of defenses or the benefits of statutes of limitations, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, or severance; (iii) provisions purporting to waive the benefits of present or of future laws relating to exemptions, appraisement, valuation, stay of execution, redemption, extension of time for payment, setoff and similar debtor protection laws; or (iv) provisions requiring a party to pay fees and expenses regardless of the circumstances giving rise to such fees or expenses or the reasonableness thereof.

(l) The opinions expressed herein are subject to the effect of generally applicable rules of law that provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected.

(m) We express no opinion as to the enforceability of any provisions in the Material Documents purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any negligent, illegal or wrongful act or omission of such party.

This opinion is furnished to those parties addressed in this letter solely in connection with the transactions, for the purposes and on the terms described above and may not be relied upon for any other purpose or by any other person in any manner or for any purpose.

Very truly yours,
Boghetich Law, PLLC

By: _____
Name:_____

APPENDIX E

CLOSING CERTIFICATE OF DEVELOPER

Valencia on the Lake 2B2 and 4, LLC, a Texas limited liability company (the "Developer"), DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Bond Purchase Agreement.

1. The Developer is a limited liability company organized, validly existing and in good standing under the laws of the State of Texas.

2. Representatives of Developer have provided information to the Town of Little Elm, Texas (the "Town") and FMSbonds, Inc. (the "Underwriter") to be used in connection with the offering by the Town of its $[PAR AMOUNT] aggregate principal amount of Special Assessment Revenue Bonds, Series 2022 (Valencia Public Improvement District No. 2 Project) (the "Bonds"), pursuant to the Town's Preliminary Limited Offering Memorandum, dated [PLOM DATE], 2022 and Limited Offering Memorandum dated October 18, 2022 (together, the "Limited Offering Memorandum").

3. The Developer has delivered to the Underwriter and the Town true, correct, complete and fully executed copies of the Developer's organizational documents, and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

4. The Developer has delivered to the Underwriter and the Town a (i) Certificate of Status from the Texas Secretary of State and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

5. The Developer has executed or caused the execution of, and delivered each of the below listed documents (individually, a "Developer Document" and collectively, the "Developer Documents") in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of Developer, enforceable against Developer in accordance with its terms:

(a) that certain Developer Letter of Representations;

(b) that certain Continuing Disclosure Agreement of the Developer;

(c) that certain CFA Agreement; and

(d) that certain Landowner Agreement.

6. The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

7. The execution and delivery of the Developer Documents by Developer does not violate any judgment, order, writ, injunction or decree binding on Developer or any indenture, agreement, or other instrument to which Developer is a party. To the Developer 's knowledge, after due inquiry, there are no proceedings pending or threatened in writing before any court or administrative agency against Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the Development in accordance with the description thereof in the Limited Offering Memorandum.

8. The Developer has reviewed and approved the information contained in the Limited Offering Memorandum under the captions "PLAN OF FINANCE – The District, Development Plan and Status of Development," and "– Financing of Development in the District," "THE AUTHORIZED IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Authorized Improvements, and the Development), "LEGAL MATTERS — Litigation — The Developer," and "CONTINUING DISCLOSURE – The Developer", and certifies that the same does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading respecting such Developer and the portion of the Development owned by such Developer, provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Limited Offering Memorandum.

9. The Developer is in compliance in all material respects with all provisions of applicable law in all material respects relating to Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) there is no default of any zoning condition, land use permit or development agreement binding upon Developer or any portion of the Development that would materially and adversely affect Developer's ability to complete or cause to be completed the development of such portion of the Development as described in the Limited Offering Memorandum; and (b) we have no reason to believe that any additional permits, consents and licenses required to complete the Development as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

10. Developer is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

11. The levy of the Assessments (as defined in the Limited Offering Memorandum) on property in the District owned by the Developer will not conflict with or constitute a breach of or default under any agreement, indenture or other instrument to which Developer is a party or to which Developer or any of its property or assets is subject.

12. The Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the development of the Development.

13. The Developer has no knowledge of any physical condition of the Development owned or to be developed by Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

Dated: _____, 2022

DEVELOPER:

VALENCIA ON THE LAKE 2B2 and 4, LLC,
a Texas limited liability company
(as Developer)

By: Valencia on the Lake, L.P.,
a Texas limited partnership
Its Manager

By: Valencia on the Lake GP, LLC,
a Texas limited liability company
Its General Partner

By: _____
Name: Mehrdad Moayedi
Its Manager

APPENDIX F

[LETTERHEAD OF ADMINISTRATOR]

November 9, 2022

Town of Little Elm, Texas
100 W. Eldorado Parkway
Little Elm, Texas 75068

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 550
Dallas, Texas 75248

Winstead PC
2728 N. Harwood Street
Dallas, Texas 75201

Re: Town of Little Elm, Texas, Special Assessment Revenue Bonds, Series 2022 (Valencia Public Improvement District No. 2 Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, an authorized representative of MuniCap, Inc. ("MuniCap"), consultant in connection with the creation by the Town of Little Elm, Texas (the "Town"), of the Valencia Public Improvement District (the "District"), does hereby represent the following:

1. MuniCap has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated on or about [PLOM DATE], 2022 and the Limited Offering Memorandum for the Bonds, dated on or about October 18, 2022 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the Town, as described above. The information I provided for the Limited Offering Memorandum is located (a) under the captions "ASSESSMENT PROCEDURES — Assessment Methodology" and "— Assessment Amounts", "ASSESSMENT COLLECTION AND TIRZ COLLECTION DATA IN VALENCIA PID NO.1 AND THE DISTRICT" and "THE ADMINISTRATOR," and (b) in the Service and Assessment Plan (the "SAP") for the Town located in APPENDIX B to the Limited Offering Memorandum.

2. To our professional knowledge and belief, the portions of the Limited Offering Memorandum described above do not contain an untrue statement of a material fact as to the information and data set forth therein, and do not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. We agree to the inclusion of the SAP in the Limited Offering Memorandum and to the use of our name in the Limited Offering Memorandum for the Bonds.

4. We agree that, to the best of our ability, we will inform you immediately should we learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about November 9, 2022) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any such information materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representation.

Sincerely yours,

MUNICAP, INC.

_____

By: _____

Its: _____

APPENDIX G

[LETTERHEAD OF DEVELOPMENT CONSULTANT]

NOVEMBER 9, 2022

Town of Little Elm, Texas
100 W. Eldorado Parkway
Little Elm, Texas 75068

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 550
Dallas, Texas 75248

Winstead PC
2728 N. Harwood Street
Dallas, Texas 75201

Re: Town of Little Elm, Texas, Special Assessment Revenue Bonds, Series 2022 (Valencia Public Improvement District No. 2 Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, _____, of Scarborough Management, LLC, consultant in connection with the issuance of the above-captioned Bonds relating to the Valencia Public Improvement District (the "District") issued by the Town of Little Elm, Texas (the "Town"), does hereby represent the following:

1. On behalf of Scarborough Management, LLC, I have supplied certain information contained in the Preliminary Limited Offering Memorandum, dated [PLOM DATE], 2022, (the "Preliminary Limited Offering Memorandum"), and the final Limited Offering Memorandum, dated on or about October 18, 2022 (the "Limited Offering Memorandum"), both in connection with the Bonds, relating to the issuance of the Bonds by the Town, as described above. The information I provided for the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is located under the caption "THE DEVELOPMENT CONSULTANT."

2. To the best of my professional knowledge and belief, the portions of the Limited Offering Memorandum described above do not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. I agree to the use of the name of my firm in the Limited Offering Memorandum for the Bonds.

4. I agree that, to the best of my ability, I will inform you immediately should I learn of any event(s) or information of which you are not aware subsequent to the date of this letter

and prior to the actual time of delivery of the Bonds (anticipated to occur on or about November 9, 2022) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any such information materially misleading.

5. The undersigned hereby represents that he has been duly authorized to execute this letter of representation.

Sincerely yours,

SCARBOROUGH MANAGEMENT, LLC

_____

By: _____

Its: _____

EXHIBIT C

CONTINUING DISCLOSURE AGREEMENT

TOWN OF LITTLE ELM, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(VALENCIA PUBLIC IMPROVEMENT DISTRICT NO. 2 PROJECT)

CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

This Continuing Disclosure Agreement of the Issuer dated as of November 1, 2022 (this "Disclosure Agreement") is executed and delivered by and between the Town of Little Elm, Texas (the "Issuer"), MuniCap, Inc. (the "Administrator"), and MuniCap, Inc. (the "Dissemination Agent"), with respect to the Issuer's "Special Assessment Revenue Bonds, Series 2022 (Valencia Public Improvement District No. 2 Project)" (the "Bonds"). The Issuer, the Administrator, and the Dissemination Agent covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Agreement shall be filed with the MSRB through EMMA (defined below).

Section 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of November 1, 2022, between the Issuer and the Trustee relating to the Bonds (the "Indenture"), which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Administrative Expenses" shall have the meaning assigned to such term in the Indenture.

"Administrator" shall mean MuniCap, Inc., or an officer or employee of the Town, or third party designee of the Town who is not an officer or employee thereof, identified in any indenture of trust relating to the Bonds, the District's Service and Assessment Plan, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District.

"Affiliate" shall have the meaning assigned to such term in Section 2 of the Disclosure Agreement of the Developer.

"Annual Financial Information" shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Annual Installment" shall have the meaning assigned to such term in the Indenture.

"Annual Issuer Report" shall mean any Annual Issuer Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Assessments" shall mean the "Assessments" as defined in the Indenture.

"Business Day" shall mean any day other than a Saturday, Sunday, or legal holiday in the State of Texas observed as such by the Issuer or the Trustee.

"Developer" shall mean Valencia on the Lake 2B2 & 4, LLC, a Texas limited liability company, and its successors and assigns, including any Affiliate.

"Disclosure Agreement of the Developer" shall mean the Continuing Disclosure Agreement of the Developer, dated as of November 1, 2022 executed and delivered by the Developer, the Administrator, and the Dissemination Agent.

"Disclosure Representative" shall mean the Chief Financial Officer of the Issuer or his or her designee, or such other officer or employee as the Issuer may designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean MuniCap, Inc., or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

"District" shall mean Valencia Public Improvement District.

"EMMA" shall mean the Electronic Municipal Market Access System administered by the MSRB which, as of the date of this Disclosure Agreement, is available on the internet at http://emma.msrb.org.

"Fiscal Year" shall mean the calendar year from October 1 through September 30.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule.

"Outstanding" shall have the meaning given to it in the Indenture.

"Owner(s)" shall mean the registered owner(s) of any Bonds, as shown on the register maintained by the Trustee.

"Participating Underwriter" means FMSbonds, Inc. and its successors and assigns.

"Prepayment" shall mean the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent principal, interest or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Assessment.

"Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" shall mean the United States Securities and Exchange Commission.

"Service and Assessment Plan" shall have the meaning assigned to such term in the Indenture.

"Trust Estate" shall have the meaning assigned to such term in the Indenture.

"Trustee" shall mean Wilmington Trust, National Association, or any successor trustee pursuant to the Indenture.

Section 3. Provision of Annual Issuer Reports.

(a) The Issuer shall cause and hereby directs the Administrator to compile and prepare the Annual Issuer Report. The Administrator shall provide such Annual Issuer Report to the Issuer and the Dissemination Agent no later than 10 Business Days before the expiration of six months after the end of each Fiscal Year.

(b) The Issuer shall cause and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, commencing with the Fiscal Year ended September 30, 2022, an Annual Issuer Report provided to the Dissemination Agent which is consistent with the requirements of and within the time periods specified in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer, if prepared and available, may be submitted separately from the Annual Financial Information, and later than the date required in this paragraph for the filing of the Annual Issuer Report if audited financial statements are not available by such date; provided further, however, that the Annual Issuer Report must be submitted not later than six months after the end of the Issuer's Fiscal Year, commencing with the Fiscal Year ended September 30, 2022. The Issuer will provide the audited financial statements as provided herein; notwithstanding such requirements, the Bonds are special obligations of the Issuer payable solely from the Pledged Revenues and other funds comprising the Trust Estate, as and to the extent provided for and defined in the Indenture. The Bonds do not give rise to a charge against the general credit or taxing power of the Issuer and are payable solely from the sources identified in the Indenture.

The Annual Issuer Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer's Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(a). All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(c) The Issuer shall or shall cause the Dissemination Agent pursuant to written direction to:

(1) determine the filing address or other filing location of the MSRB each year within ten (10) Business Days prior to filing the Annual Issuer Report on the date required in Section 4;

(2) file the Annual Issuer Report (excluding the audited financial statements of the Issuer, if any, which shall be filed by the Issuer or the Dissemination Agent upon receipt from the Issuer) containing or incorporating by reference the information set forth in Section 4 hereof;

(3) file audited financial statements of the Issuer pursuant to Section 4(b) herein; and

(4) if the Issuer has provided the Dissemination Agent with the completed Annual Issuer Report and the Dissemination Agent has filed such Annual Issuer Report with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Issuer Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB.

Section 4. Content and Timing of Annual Issuer Reports. The Annual Issuer Report for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file, the following:

(a) Within six months after the end of each Fiscal Year the following Annual Financial Information (any or all of which may be unaudited):

(i) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) For the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount and principal amount remaining Outstanding;

(B) The amounts in the funds and accounts securing the Bonds.

(ii) The principal and interest paid on the Bonds during the most recent Fiscal Year and the minimum scheduled principal and interest required to be paid on the Bonds in the next Fiscal Year.

(iii) Any changes to the land use designation for the property in the District from the purposes identified in the Service and Assessment Plan.

(iv) Updates to the information in the Service and Assessment Plan as most recently amended or supplemented (a "SAP Update"), including any changes to the methodology for levying the Assessments in the District.

(v) The aggregate taxable assessed valuation for parcels or lots within the District based on the most recent certified tax roll available to the Issuer.

(vi) With respect to single-family residential lots, until building permits have been issued for parcels or lots representing, in the aggregate, 95% of the total Assessments levied within the District, such SAP Update shall include the following:

(A) the number of new homes in the District for which a certificate of occupancy has been issued during such Fiscal Year; and

(B) the aggregate number of new homes within the District for which a certificate of occupancy has been issued since filing the initial Annual Issuer Report for Fiscal Year ended September 30, 2022.

(vii) Listing of any property or property owners in the District, respectively, representing more than twenty percent (20%) of the levy of the Assessments, the amount of the levy of the Assessments, against such landowners, and the percentage of such the Assessments, relative to the entire levy of the Assessments, all as of the October 1 billing date for the Fiscal Year.

(viii) Collection and delinquent history of the Assessments within the District for the past five Fiscal Years, in the format provided on Exhibit B.

(ix) Total amount of Prepayments collected, as of the March 1 of the calendar year immediately succeeding such Fiscal Year, in each case with respect to the most recent billing period (generally, October 1 of the preceding calendar year through January 31 of the current calendar year).

(x) The amount of delinquent Assessments, by Fiscal Year:

(A) which are subject to institution of foreclosure proceedings (but as to which such proceedings have not been instituted);

(B) which are currently subject to foreclosure proceedings which have not been concluded;

(C) which have been reduced to judgment but not collected;

(D) which have been reduced to judgment and collected; and

(E) the result of any foreclosure sales of assessed property within the District if the assessed property represents more than one percent (1%) of the total amount of the Assessments.

(xi) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements during such Fiscal Year.

(b) If not provided with the financial information provided under subsection 4(a) above, if prepared and when available, the audited financial statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If audited financial statements are not included with the financial information provided under subsection 4(a) above, unaudited financial statements shall be included with such financial information within twelve months of the end of the Issuer's fiscal year.

See Exhibit B hereto for a form for submitting the information set forth in the preceding paragraphs. The Issuer has designated MuniCap, Inc. as the initial Administrator. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Financial Information.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.

2. Non-payment related defaults, if material.

3. Unscheduled draws on debt service reserves reflecting financial difficulties.

4. Unscheduled draws on credit enhancements reflecting financial difficulties.

5. Substitution of credit or liquidity providers, or their failure to perform.

6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

7. Modifications to rights of Owners, if material.

8. Bond calls, if material.

9. Defeasances.

10. Release, substitution, or sale of property securing repayment of the Bonds, if material.

11. Rating changes.

12. Bankruptcy, insolvency, receivership, or similar event of the Issuer.

13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.

15. Incurrence of a financial obligation of the obligated person, if material, or agreements to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders if material.

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

The Issuer does not intend for any sale by the Developer of real property within the District to be considered a significant event for the purposes of number (10) above.

For these purposes, "financial obligation" means (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "financial obligation" shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking

Board consistent with the Rule. The Issuer intends the words used in numbers (15) and (16) and the definition of "financial obligation" to have the meanings ascribed to them in SEC Release No. 34-83885 (August 20, 2018).

For these purposes, any event described in the immediately preceding number (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent to file a notice of such occurrence with the MSRB; provided, however, the Issuer shall deliver such written notice to the Dissemination Agent within eight (8) business days of the occurrence of such Listed Event in order for the Dissemination Agent to timely file such notice in a timely manner with the MSRB through EMMA. The Dissemination Agent shall file such notice no later than the second Business Day immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event; provided that the Dissemination Agent shall not be liable for the filing of notice of any Listed Event more than ten (10) Business Days after the occurrence of such Listed Event if notice of such Listed Event is received from the Issuer more than ten (10) Business Days after the occurrence of such Listed Event; provided, however, the failure of the Issuer to provide timely written notice to the Dissemination Agent in accordance this paragraph shall not constitute a failure of the Dissemination Agent to comply with the MSRB's ten (10) business day filing requirement.

Additionally, the Dissemination Agent shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide annual audited financial statements or Annual Financial Information as required under this Disclosure Agreement. The form for submitting such notice is attached hereto as Exhibit A.

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which written direction from the Issuer to the Dissemination Agent shall be within eight (8) business days after the occurrence of the Listed Event or failure to file and date of such filing provided by the Issuer shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design, and other elements comprising substantive contents of all disclosures. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, within two (2) Business Days of obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed in writing by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall file a notice of such occurrence with the MSRB no later than 2 Business Days following the day on which it receives such written instructions. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8, 10, 13, 14 or 15 of subsection (a) above is not material under applicable federal securities laws, the Issuer shall promptly, but in no case more than five (5) Business Days after the occurrence of the event, notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence.

(d) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with the MSRB (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

Section 6. Termination of Reporting Obligations. The obligations of the Issuer and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption, or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to such series of Bonds under Section 5(a).

Section 7. Dissemination Agent. The Dissemination Agent agrees to perform the duties set forth in this Agreement. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent with or without appointing a successor

Dissemination Agent. The Dissemination Agent may resign at any time with thirty (30) days' notice to the Issuer. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder is set forth in Section 2.

Section 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Issuer), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Issuer Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Issuer Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

Section 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Issuer Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Issuer Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Issuer Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent may and the Trustee may (and, at the request of any Participating Underwriter or the Owners of more than twenty-five percent (25%) aggregate principal amount of Outstanding Bonds, shall, upon being indemnified to its satisfaction as provided in the Indenture), or any Owner or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate to cause the Issuer, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement by the Issuer shall not be deemed a default under the Disclosure Agreement of the Developer by the Developer, and a default under the Disclosure Agreement of the Developer by the Developer shall not be deemed a default under this Disclosure Agreement by the Issuer.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to hold harmless the Dissemination Agent, its officers, directors, employees, and agents, but only with funds to be provided by the Developer or from Assessments collected from the property owners in the District against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses, or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of the Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by the Indenture or this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 5 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

The Administrator shall not have any responsibility for the (1) accuracy of any information provided by third parties or the Issuer for the disclosures made pursuant to the terms hereof, or (2) the untimeliness of any information provided by third parties or the Issuer for the disclosures made pursuant

to the terms hereof, except where such untimeliness is attributable to the actions or inactions of the Administrator. The Administrator shall have only such duties as are specifically set forth in Sections 3 and 4 of this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Assessments collected from the property owners in the District against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability resulting from information provided to the Administrator by the Issuer, but excluding liabilities due to the Administrator's gross negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses or liabilities arising from information provided to the Administrator by third parties or the Developer, or the failure of any third party or the Developer to provide information to the Administrator as and when required under this Agreement. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, THE ADMINISTRATOR OR THE DISSEMINATION AGENT, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. NEITHER THE DISSEMINATION AGENT NOR THE ADMINISTRATOR ARE UNDER ANY OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

Section 12. Assessment Timeline. The basic expected timeline for the collection of Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments are set forth in Exhibit C which is solely intended to illustrate the general procedures expected to generally be followed in enforcing the payment of delinquent Assessments.

Section 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members,

officer, agent or employee of the Issuer, the Administrator or the Dissemination Agent in other than that person's official capacity.

Section 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 15. Sovereign Immunity. The Dissemination Agent agrees that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

Section 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

Section 17. Dissemination Agent and Administrator Compensation. The fees and expenses incurred by the Dissemination Agent and the Administrator for their services rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent and the Administrator, but only with funds to be provided from Assessments collected from the property owners in the District, for its fees and expenses for their respective services rendered in accordance with this Disclosure Agreement.

Section 18. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

Section 19. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 20. Disclosure Agreement of the Developer. Concurrently with the execution and delivery of this Disclosure Agreement, the Dissemination Agent and Administrator have entered into the Disclosure Agreement of the Developer. Except as provided in Section 6 of the Disclosure Agreement of the Developer, the parties agree that the Issuer has no obligation to assume any of the duties of the Developer under the terms of the Disclosure Agreement of the Developer.

Section 21. Anti-Boycott Verification. The Dissemination Agent and the Administrator hereby each respectively verify that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Disclosure Agreement is a contract for goods or services, will not boycott Israel during the term of this Disclosure Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Dissemination Agent and the Administrator understand "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator within the meaning of SEC Rule 405, 17. C.F.R. § 230.405 and exists to make a profit.

Section 22. Iran, Sudan and Foreign Terrorist Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Dissemination Agent and the Administrator, respectively represent that neither the Dissemination Agent, the Administrator , nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator 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 Dissemination Agent and/or the Administrator and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator, 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 Dissemination Agent and the Administrator understand "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator within the meaning of SEC Rule 405, 17. C.F.R. § 230.405 and exists to make a profit.

Section 23. Form 1295. Submitted by the Administrator herewith is a completed Form 1295 in connection with the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Town hereby confirms receipt of the Form 1295 from the Administrator. The Administrator and the Town understand and agree that, with the exception of information identifying the Town and the contract identification number, neither the Town nor its consultant is responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Administrator; and, neither the Town nor its consultant has verified such information.

Section 24. Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislative Session), Texas Government Code, as amended, the Dissemination Agent and the Administrator hereby verify that they and their

parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Dissemination Agent and the Administrator understand "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator within the meaning of SEC Rule 405, 17. C.F.R. § 230.405 and exists to make a profit.

Section 25. Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislative Session, "SB 19"), Texas Government Code, as amended, the Dissemination Agent and the Administrator hereby verifies that they and their parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and
(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association," "firearm entity," and "firearm trade association" shall have the meanings set forth in Sections 2274.001(3), 2274.001(6), and 2274.001(7), respectively, of the Texas Government Code. The Dissemination Agent and the Administrator understand "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator within the meaning of SEC Rule 405, 17. C.F.R. § 230.405 and exists to make a profit.

[Signature pages follow]

TOWN OF LITTLE ELM, TEXAS

By: _____
Mayor

DISSEMINATION AGENT:

MUNICAP, INC.

By: _____
Name: _____
Title: _____

ADMINISTRATOR:

MUNICAP, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL ISSUER REPORT

Name of Issuer: Town of Little Elm, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2022
(Valencia Public Improvement District No. 2 Project)
Date of Delivery: _____

NOTICE IS HEREBY GIVEN that the Town of Little Elm, Texas, has not provided [an Annual Issuer Report][annual audited financial statements] with respect to the above-named bonds as required by the Continuing Disclosure Agreement dated November 1, 2022, between the Issuer, MuniCap, Inc. as Administrator and MuniCap, Inc., as Dissemination Agent. The Issuer anticipates that [the Annual Issuer Report][annual audited financial statements] will be filed by _____.

Dated: _____

MUNICAP, INC., on behalf of the Town of Little Elm, Texas
(as Dissemination Agent)

By: _____
Title: _____

cc: Town of Little Elm, Texas

EXHIBIT B

TOWN OF LITTLE ELM, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(VALENCIA PUBLIC IMPROVEMENT DISTRICT NO. 2 PROJECT)

ANNUAL ISSUER REPORT*

Delivery Date: _____, 20__

CUSIP NOSs: [insert CUSIP NOs.]

Section 4(a)(i)(A)

BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

Section 4(a)(i)(B)

ASSETS AND LIABILITIES OF PLEDGED TRUST ESTATE

ASSETS

Bond Proceed Balance, if any	_____
Funds and Accounts [list]	_____
TOTAL ASSETS	_____

LIABILITIES

Outstanding Bond Principal	_____
Outstanding Expenses (if any)	_____
TOTAL LIABILITIES	_____

NET POSITION

Assets Less Liabilities	_____
_____	

OUTSTANDING ASSESSMENTS _____

Form of Accounting ☐ Cash ☐ Accrual ☐ Modified Accrual

Audited ☐ Unaudited ☐

Section 4(a)(ii)

Debt Service Requirements on the Bonds			
Year Ending (September 30)	Principal	Interest	Total

ITEMS REQUIRED BY SECTIONS 4(a)(iii) – (iv)
[Insert a line item]

Section 4(a)(v)

Aggregate Taxable Assessed Value of the District

The [YEAR] certified total aggregate taxable assessed value for the land in the District is approximately $[AMOUNT] according to the applicable appraisal district(s).

ITEMS REQUIRED BY SECTION 4(a)(vi)(A-B)
[Insert a line item]

Section 4(a)(vii)

Top Assessment Payers in the District [1]		
Property Owner	Outstanding Assessments	Percentage of Total Assessments

[1] Does not include those owing less than twenty percent (20%) of total Assessments.

Section 4(a)(viii)

Collection and Delinquent History of Assessments in the District

Collected in Fiscal Year Ending 9/30	Assessment Billed	Parcels Levied	Delinquent Amount as of 3/1	Delinquent Percentage as of 3/1	Delinquent Amount as of 9/1	Delinquent Percentage as of 9/1	Total Assessments Collected[1]
20__	$			—	—		$

[1] Collected as of _____, 20__. Includes $_____ attributable to Prepayments.

Section 4(a)(ix)

FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AS OF THE END OF THE FISCAL YEAR AND AS OF MARCH 1 OF THE NEXT SUCCEEDING YEAR

History of Prepayment of Assessments				
Time Period	Number of Prepayments	Amount of Prepayments	Bond Call Date	Amount of Bonds Redeemed
[FISCAL YEAR END]		$		$
[MARCH 1 OF CURRENT YEAR] (1)		$		$

(1) As of _____, 20__.

FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AS OF THE END OF THE FISCAL YEAR AND AS OF MARCH 1 OF THE NEXT SUCCEEDING YEAR

Section 4(a)(x)

Delinquent Assessments by Fiscal Year					
Time Period	Subject to Foreclosure Proceedings (not instituted)	Subject to Foreclosure Proceedings (not concluded)	Reduced to Judgment (not collected)	Reduced to Judgment (collected)	Result of Foreclosure Sales of Assessed Property (2)
[FISCAL YEAR END]	$	$	$	$	$
[MARCH 1 OF CURRENT YEAR] (1)	$	$	$	$	$

(1) As of _____, 20__.
(2) If Assessed Property represents more than one percent (1%) of total amount of Assessments

ITEMS REQUIRED BY SECTION 4(a)(xi)

[Insert a line item]

EXHIBIT C

BASIC EXPECTED TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES*

Date	**Delinquency Clock (Days)**	**Activity**
January 31		Assessments are due.
February 1	1	Assessments delinquent if not received
February 15	15	Issuer forwards payment to Trustee for all collections received as of February 15, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter.
		Issuer and/or Administrator should be aware of actual and specific delinquencies
		Administrator shall be aware if Reserve Fund needs to be utilized for debt service payments during the corresponding Fiscal Year. **If there is to be a shortfall of any Annual Installments due to be paid that Fiscal Year, the Trustee and Dissemination Agent shall be immediately notified by Administrator** Administrator shall determine if previously collected surplus funds, if any, plus actual Annual Installment collections will be fully adequate for debt service in the corresponding March and September. At this point, if total delinquencies are under 5% and if there is adequate funding for March and September payments, no further action is anticipated for collection of Assessments except that the Issuer or Administrator, working with the Town Attorney or an appropriate designee, will begin process to cure deficiency. **For properties delinquent by more than one year or if the delinquency exceeds $10,000 the matter will be referred for commencement of foreclosure.** **If there are over 5% delinquencies or if there is insufficient funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of such amounts as shall be required**

* Illustrates anticipated dates and procedures for pursuing the collection of delinquent Assessments, which dates and procedures are subject to adjustment.

		for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties.
March 1	28/29	Trustee pays bond interest payments to bondholders.
		Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw or the Reserve Fund.
July 1	**150/151**	Issuer, or the Administrator on behalf of the Issuer, determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments.
		Issuer and/or Administrator to notify Dissemination Agent for disclosure to MSRB of all delinquencies.
		Preliminary Foreclosure activity commences, and Issuer to notify Dissemination Agent of the commencement of preliminary foreclosure activity. If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer.
		If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and if instructed by the bondholders under Section 11.2 of the Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.
August 15	195/196	The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those bondholders who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than August 15 (day 195/196).

		Foreclosure action to be filed with the court.
		Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status. Dissemination Agent notifies bondholders.
		If bondholders and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

EXHIBIT D

CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT

VALENCIA PUBLIC IMPROVEMENT DISTRICT NO. 2 CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT

THIS VALENCIA PUBLIC IMPROVEMENT DISTRICT NO. 2 CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT (this "Agreement"), dated as of October 18, 2022, is by and between the **TOWN OF LITTLE ELM, TEXAS**, a home-rule municipality of the State of Texas (the "Town"), and **VALENCIA ON THE LAKE 2B2 AND 4, LLC**, a Texas limited liability company, (the "Developer").

ARTICLE I
DEFINITIONS

The following terms shall have the meanings ascribed to them in this Article I for purposes of this Agreement. Unless otherwise indicated, any other terms, capitalized or not, when used herein shall have the meanings ascribed to them in the Indenture (as hereinafter defined).

"Act" means the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended.

"Actual Costs" means the costs of the Authorized Improvements actually paid or incurred for construction and installation of the Authorized Improvements in accordance with the Service and Assessment Plan.

"Administrator" means, initially, MuniCap, Inc., or any other individual or entity designated by the Town to administer the District.

"Annual Service Plan Update" means the annual update to the Service and Assessment Plan conducted by the Administrator pursuant to the Service and Assessment Plan.

"Authorized Improvements" means improvements authorized by Section 372.003 of the Act, including and as listed in Section III of the Service and Assessment Plan. An individual Authorized Improvement, including a completed segment, section or part, shall be referred to as an Authorized Improvement.

"Authorized Improvements Account" means the account of such name in the Project Fund created under Section 6.1 of the Indenture.

"Bond Ordinance" means the ordinance adopted by the Town Council on October 18, 2022, authorizing the issuance of the Bonds pursuant to the Indenture.

"Bonds" means the Town's bonds designated "Town of Little Elm, Texas, Special Assessment Revenue Bonds, Series 2022 (Valencia Public Improvement District No. 2 Project)".

"Budgeted Costs" means the anticipated, agreed upon costs of the Authorized Improvements as shown in Section III of the Service and Assessment Plan.

"Certification for Payment" means a certificate, substantially in the form of **Exhibit B** hereto or otherwise agreed to by the Developer, the Administrator and the Town Representative, executed by an engineer, construction manager or other person or entity acceptable to the Town, as evidenced by the signature of a Town Representative, provided no more frequently than once per month to the Town Representative and the Trustee, specifying the amount of work performed and the amount charged for that work, including materials and labor costs, presented to the Trustee to request payment for Actual Costs of Authorized Improvements under the Indenture.

"Closing Disbursement Request" means the certificate, substantially in the form of **Exhibit A** hereto or otherwise mutually agreed to by the Developer, Administrator, and Town Representative, executed by an engineer, construction manager or other person or entity acceptable to the Town, as evidenced by the signature of a Town Representative, specifying the amounts to be disbursed for the costs related to the creation of the District and the costs of issuance of the Bonds.

"Construction Contracts" means the contracts for the construction of an Authorized Improvement. "Construction Contract" means any one of the Construction Contracts.

"Cost" means the Budgeted Costs or the cost of an Authorized Improvement as reflected in a Construction Contract, if greater than the Budgeted Costs.

"Costs of Issuance Account" means the account of such name in the Project Fund created under Section 6.1 of the Indenture.

"Cost Overrun" means, with respect to each Authorized Improvement, the Actual Cost, as appropriate, of such Authorized Improvement in excess of the Budgeted Cost.

"Development Agreement" means that certain Valencia on the Lake Pre-Annexation Agreement, Development Agreement, Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement executed by and between the Town and Valencia on the Lake, L.P., effective November 13, 2013, as amended.

"District" shall mean the Valencia Public Improvement District No. 2 created on August 16, 2022.

"Final Completion" means completion of an Authorized Improvement in compliance with existing Town standards for dedication under the Town's ordinances and the Development Agreement.

"Indenture" means that certain Indenture of Trust between the Town and Wilmington Trust, National Association, as trustee, dated as of November 1, 2022 relating to the Bonds.

"Plans" means the plans, specifications, schedules and related construction contracts for the Authorized Improvements, respectively, approved pursuant to the applicable standards,

ordinances, procedures, policies and directives of the Town, the Development Agreement, and any other applicable governmental entity.

"Project Fund" means the fund, including the accounts created and established under such fund, where monies from the proceeds of the sale of the Bonds and any funds received from the Developer, excluding those deposited in other funds in accordance with the Indenture, shall be deposited, and the fund by such name created under the Indenture.

"Service and Assessment Plan" means the Valencia Public Improvement District No. 2 Service and Assessment Plan adopted by Town ordinance on October 18, 2022 by the Town Council, prepared pursuant to the Act.

"Substantial Completion" means the time at which the construction of an Authorized Improvement (or specified segment, section or part thereof) has progressed to the point where such Authorized Improvement (or a specified segment, section or part thereof) is sufficiently complete in accordance with the Construction Contracts related thereto so that such Authorized Improvement (or a specified segment, section or part thereof) can be utilized for the purposes for which it is intended.

"Supplement" means a written document agreed upon by the parties to this Agreement amending, supplementing or otherwise modifying this Agreement and any exhibit hereto.

"Town Inspector" means an individual employed by or an agent of the Town whose job is, in part or in whole, to inspect infrastructure to be owned by the Town for compliance with all rules and regulations applicable to the development and the infrastructure inspected.

"Town Manager" means the Town Manager of the Town, or its designee.

"Town Representative" means the Town Manager, or any other official or agent of the Town later authorized by the Town to undertake the action referenced herein.

ARTICLE II
RECITALS

Section 2.01. The District and the Authorized Improvements.

(a) The Town has created the District under the Act for the financing of, among other things, the acquisition, construction and installation of the Authorized Improvements.

(b) The Town has authorized the issuance of the Bonds in accordance with the provisions of the Act, the Bond Ordinance and the Indenture, the proceeds of which Bonds shall be used, in part, to finance all or a portion of the Authorized Improvements in accordance with the terms and limitations of the Development Agreement, this Agreement, and the Service and Assessment Plan.

(c) All Authorized Improvements are eligible to be financed with proceeds of the Bonds to the extent specified herein.

(d) The proceeds from the issuance and sale of the Bonds and funds received from the Developer concurrently with the closing of the Bonds shall be deposited in accordance with the Indenture.

(e) The Developer will undertake, oversee, or ensure the construction and development of the Authorized Improvements for acquisition and acceptance by the Town, in accordance with the terms and conditions contained in the Development Agreement and this Agreement.

Section 2.02. Agreements. In consideration of the mutual promises and covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Developer agree that the foregoing recitals, as applicable to each, are true and correct and further make the agreements set forth herein.

ARTICLE III
FUNDING

Section 3.01. Bonds.

(a) The Town, in connection with this Agreement, is proceeding with the issuance and delivery of the Bonds.

(b) The projects to be financed in part with the proceeds of the Bonds are the Authorized Improvements. The payment of costs from the proceeds of the Bonds for such Authorized Improvements shall be made from the Authorized Improvements Account of the Project Fund established under the Indenture.

(c) The Town's obligation with respect to the payment of the Authorized Improvements shall be limited to the lesser of the Actual Costs or Budgeted Costs, and shall be payable solely from amounts on deposit for the payment of such costs as provided herein and in the Indenture. The Developer agrees and acknowledges that it is responsible for all Cost Overruns and all expenses related to the Authorized Improvements, qualified, however, by the distribution of Cost Underrun (as defined in Section 4.04 hereof) monies, as detailed in Section 4.04.

(d) The Town shall have no responsibility whatsoever to the Developer with respect to the investment of any funds held in the Project Fund by the Trustee under the provisions of the Indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment.

(e) The Developer acknowledges that any lack of availability of amounts in the funds or accounts established in the Indenture to pay the Costs of the Authorized Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Authorized Improvements required by this Agreement, the Development

Agreement, or any other agreement to which the Developer is a party or any governmental approval to which the Developer or any land within the District is subject.

Section 3.02 Accounts. All disbursements from the Authorized Improvements Account of the Project Fund shall be made by the Town in accordance with provisions of the Development Agreement, the Service and Assessment Plan, this Agreement, and the Indenture.

ARTICLE IV
CONSTRUCTION OF THE AUTHORIZED IMPROVEMENTS

Section 4.01. Duty of Developer to Construct.

(a) All Authorized Improvements shall be constructed by or at the direction of the Developer in accordance with the Plans and in accordance with this Agreement and the Development Agreement. The Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of Authorized Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall employ, at all times, adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of all Authorized Improvements to be acquired and accepted by the Town, from the Developer, as provided in this Agreement.

(b) The Developer shall not be relieved of its obligation to construct or cause to be constructed each Authorized Improvement and, upon completion, inspection, and acceptance, convey each such Authorized Improvement to the Town, in accordance with the terms hereof, even if there are insufficient funds in the Project Fund to pay the Actual Costs thereof. In any event, this Agreement shall not affect any obligation of the Developer under any other agreement to which the Developer is a party or any governmental approval to which the Developer or any land within the District is subject, with respect to the Authorized Improvements required in connection with the development of the land within the District.

Section 4.02. No Competitive Bidding. The Authorized Improvements shall not require competitive bidding pursuant to Section 252.022(a)(9) of the Texas Local Government Code, as amended.

Section 4.03. Independent Contractor. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the Town with respect to the Authorized Improvements.

Section 4.04. Remaining Funds After Completion of an Authorized Improvement. Upon the Final Completion of an Authorized Improvement and payment of all outstanding invoices for such Authorized Improvement, if the Actual Cost of such Authorized Improvement is less than the Budgeted Cost (a "Cost Underrun"), any remaining Budgeted Cost may be made available to pay Cost Overruns on any other Authorized Improvement. The Town shall promptly confirm to the Administrator that such remaining amounts are available to pay such Cost Overruns, and the Developer, the Administrator and the Town Representative will agree how to use such moneys to secure the payment and performance of the work for other Authorized Improvements and shall include an update reflecting such change in the subsequent Annual Service Plan Update. Any Cost Underrun for any Authorized Improvement is available to pay Cost Overruns on any other Authorized Improvement.

Section 4.05. Contracts and Change Orders. The Developer shall be responsible for entering into all contracts and any supplemental agreements (herein referred to as "change orders") required for the construction of the Authorized Improvements. Developer or its contractors may approve and implement any change orders, even if such change order would increase the Cost of an Authorized Improvement, but the Developer shall be solely responsible for payment of any Cost Overruns resulting from such change orders except to the extent amounts are available, or become available, pursuant to Section 4.04. If any change order is for work that requires changes to be made by an engineer to the construction and design documents and plans previously approved under Section 4.01, then such revisions made by an engineer must be submitted to the Town for approval by the Town's engineer prior to execution of the change order.

ARTICLE V
ACQUISITION, CONSTRUCTION, AND PAYMENT

Section 5.01. Payment Requests for Disbursements at Closing. In order to receive the disbursement from the Costs of Issuance Account of the Project Fund or from the Authorized Improvements Account of the Project Fund at closing of the Bonds related to costs of issuance of the Bonds or costs incurred in the creation of the District, the Developer shall execute a Closing Disbursement Request, substantially in the form of **Exhibit A** hereto or otherwise acceptable and agreed to by the Town, to be delivered to the Town no less than five (5) business days prior to the scheduled Closing Date for the Bonds for payment in accordance with the provisions of the Indenture. In order to receive the disbursement for an Authorized Improvement from the Authorized Improvements Account of the Project Fund at closing of the Bonds, the Developer shall execute a Certification for Payment, substantially in the form of **Exhibit B** hereto or otherwise agreed to by the Town, to be delivered to the Town no later than five (5) business days prior to the scheduled Closing Date for the Bonds for payment in accordance with the provisions of the Indenture. Upon approval by the Town, the Town shall submit a Closing Disbursement Request or a Certification for Payment, as applicable, to the Trustee for disbursement to be made

from the Costs of Issuance Account of the Project Fund or the Authorized Improvements Account of the Project Fund, as applicable.

Section 5.02. Certification for Payment for an Authorized Improvement.

(a) No payment hereunder shall be made from the Project Fund to the Developer for work on an Authorized Improvement until a Certification for Payment is received from the Developer. Upon receipt of a Certification for Payment substantially in the form of **Exhibit B** hereto (and all accompanying documentation required by the Town) from the Developer, the Town Inspector shall conduct a review in order to confirm that such request is complete, that the work with respect to such Authorized Improvement identified therein for which payment is requested was completed in accordance with all applicable governmental laws, rules and regulations and applicable Plans therefor and with the terms of this Agreement, the Development Agreement, and to verify and approve the Actual Cost of such work specified in such Certification for Payment (collectively, the "Developer Compliance Requirements"). The Town Inspector and/or the Town Representative shall also conduct such review as is required in his discretion to confirm the matters certified in the Certification for Payment. The Developer agrees to cooperate with the Town Inspector and/or Town Representative in conducting each such review and to provide the Town Inspector and/or Town Representative with such additional information and documentation as is reasonably necessary for the Town Inspector and/or Town Representative to conclude each such review.

(b) Within fifteen (15) business days of receipt of any Certification for Payment, the Town Representative shall either (i) approve and execute the Certification for Payment and forward the same to the Administrator for approval and delivery to the Trustee for payment to the Developer in accordance with Section 5.03(a) hereof, or (ii) in the event the Town Representative disapproves the Certification for Payment, give written notification to the Developer of the Town Representative's disapproval, in whole or in part, of such Certification for Payment, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Certification for Payment. If a Certification for Payment seeking reimbursement is approved only in part, the Town Representative shall specify the extent to which the Certification for Payment is approved and shall deliver such partially approved Certification for Payment to the Administrator for approval in accordance with Section 5.03 hereof and delivery to the Developer in accordance with Section 5.02(c) hereof, and any such partial work shall be processed for payment under Section 5.03 notwithstanding such partial disapproval.

(c) If the Town Representative disapproves the Certification for Payment, the disapproval must be in writing, stating the reason(s) for disapproval. The disapproval may be appealed to the Town Council by the Developer in writing within thirty (30) days after Developer's receipt of the Town's disapproval pursuant to Section 5.02(b) of this Agreement. Disapproval of the Certification for Payment by the Town Council shall be attempted to be resolved by half-day

mediation between the parties in the event an agreement is not otherwise reached by the parties, with the mediator's fee being paid by Developer. The Certification for Payment shall not be forwarded to the Trustee for payment until the dispute is resolved by the Town and the Developer.

(d) The Developer shall deliver the approved or partially approved Certification for Payment to the Trustee for payment and the Trustee shall make such payment from the Project Fund in accordance with Section 5.03 below.

Section 5.03. Payment for an Authorized Improvement.

(a) Upon receipt of a reviewed and approved Certification for Payment, the Trustee shall make payment from the Authorized Improvements Account of the Project Fund pursuant to the terms of the Certification for Payment and the Indenture in an amount not to exceed the Budgeted Cost for the particular Authorized Improvement, unless a Cost Overrun amount has been approved for a particular Authorized Improvement. If a Cost Overrun amount has been approved, then the amount reimbursed shall not exceed the Budgeted Amount plus the approved Cost Overrun amount.

(b) Approved Certifications for Payment that await reimbursement shall not accrue interest.

(c) Notwithstanding any other provisions of this Agreement, when payment is made, the Trustee shall make payment (i) directly to the general contractor or supplier of materials or services, or (ii) jointly to Developer (or any permitted assignee of such Developer) and the general contractor or supplier of materials or services, as indicated in an approved Certification for Payment, out of available and appropriate funds in the Project Fund. If the request for payment results in ninety percent (90%) or more of the Budgeted Costs for such Authorized Improvement identified in such request for payment being paid, then Trustee shall hold the payment until work with respect to that Authorized Improvement has been completed and accepted by the Town. If an unconditional lien release related to the items referenced in the Certification for Payment is attached to such Certification for Payment, the Trustee shall make such payment to the Developer or any permitted assignee of the Developer. In the event the Developer provides a general contractor's or supplier of materials' unconditional lien release for a portion of the work covered by a Certification for Payment, the Trustee will make such payment directly to the Developer or any permitted assignee of the Developer to the extent of such lien release.

(d) Withholding Payments.

Nothing in this Agreement shall be deemed to prohibit the Developer or the Town from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to the Developer or the Town with respect thereto, including the withholding of any payment that may be associated with the exercise of such remedy, so long as such delay in performance shall not subject the Authorized Improvement to foreclosure,

forfeiture, or sale. In the event that any such mechanics or materialman's lien and/or judgment with respect to any Authorized Improvement is contested, the Developer shall post or cause delivery of a surety bond in the amount reasonably determined by the Town or the Town may decline to accept the Authorized Improvements until such mechanics or materialman's lien and/or judgment is satisfied.

ARTICLE VI
OWNERSHIP AND TRANSFER OF AN AUTHORIZED IMPROVEMENT

Section 6.01. Authorized Improvement to be Owned by the Town – Title Evidence. If required by the Town, the Developer shall furnish to the Town, a preliminary title report for land with respect to an Authorized Improvement to be acquired and accepted by the Town from the Developer, and not previously dedicated or otherwise conveyed to the Town, for review and approval at least thirty (30) calendar days prior to the transfer of title of an Authorized Improvement to the Town. The Town shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the Town, could materially affect the Town's clean title or use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the Town does not approve the preliminary title report, the Town shall not be obligated to accept title to the Authorized Improvement until the Developer has cured such objections to title to the reasonable satisfaction of the Town.

Section 6.02. Authorized Improvement Constructed on Town Land or Developer Land. If the Authorized Improvement is on land owned by the Town, the Town hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance by the Town) of the Authorized Improvement. If the Authorized Improvement is on land owned by the Developer, the Developer hereby grants to the Town a nonexclusive easement to enter upon such land for purposes related to inspection and maintenance (pending acquisition and acceptance by the Town) of the Authorized Improvement. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the Town title to property and/or easements related to the Authorized Improvement as required by the Development Agreement or as should, in the Town's reasonable judgment, be granted to provide for convenient access to and routine and emergency maintenance of such Authorized Improvement. The provisions for inspection and acceptance of such Authorized Improvement otherwise provided herein shall apply.

ARTICLE VII
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 7.01. Representations, Covenants and Warranties of the Developer. The Developer represents and warrants for the benefit of the Town as follows:

(a) Organization. The Developer consists of one limited liability company duly formed, organized and validly existing under the laws of the State of Texas, is in compliance with the laws of the State of Texas, and has the power and authority to own its properties and assets and to fulfill its obligations in this Agreement and the Development Agreement and to carry on its business in the State of Texas as now being conducted as hereby contemplated.

(b) Authority. The Developer has the power and authority to enter into this Agreement and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the Developer.

(c) Binding Obligation. This Agreement is a legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, subject to bankruptcy and other equitable principles.

(d) Compliance with Law. The Developer shall not commit, suffer or permit any act to be done in, upon or to the lands in the District or the Authorized Improvements in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the lands in the District or the Authorized Improvements.

(e) Requests for Payment. The Developer represents and warrants that (i) it will not request payment from the Project Fund for the acquisition construction or installation of any improvements that are not part of the costs associated with the Authorized Improvements, and (ii) it will diligently follow all procedures set forth in this Agreement with respect to the Certification for Payments.

(f) Financial Records. For a period of two years after completion of the Authorized Improvements, the Developer covenants to maintain proper books of record and account for the construction of the Authorized Improvements and all Costs related thereto. Such accounting books shall be maintained in accordance with generally accepted accounting principles, and shall be available for inspection by the Town or its agents at any reasonable time during regular business hours on reasonable notice.

(g) Plans. The Developer represents that it has obtained or will obtain approval of the Plans from all appropriate departments of the Town and from any other public entity or public utility from which such approval must be obtained. The Developer further agrees that, subject to the terms hereof, the Authorized Improvements have been or will be constructed in full compliance with such Plans and any change orders thereto consistent with the Act, this Agreement and the Development Agreement. Developer shall provide as-built plans for all Authorized Improvements to the Town.

(h) Additional Information. The Developer agrees to cooperate with all reasonable written requests for nonproprietary information by the initial purchaser of the Bonds, the Town

Manager and the Town Representative related to the status of construction of the Authorized Improvements within the District, the anticipated completion dates for future improvements and any other matter that the initial purchaser of the Bonds or Town Representative deems material to the investment quality of the Bonds.

(i) Continuing Disclosure Agreement. The Developer agrees to provide the information required pursuant to the Continuing Disclosure Agreement executed by the Developer in connection with the Bonds.

(j) Tax Certificate. The Town will deliver a certificate relating to the Bonds (such certificate, as it may be amended and supplemented from time to time, being referred to herein as the "Tax Certificate") containing covenants and agreements designed to satisfy the requirements of 26 U.S. Code Sections 103 and 141 through 150, inclusive, and the federal income tax regulations issued thereunder relating to the use of the proceeds of the Bonds or of any monies, securities or other obligations on deposit to the credit of any of the funds and accounts created by the Indenture or this Agreement or otherwise that may be deemed to be proceeds of the Bonds within the meaning of 26 U.S. Code Section 148 (collectively, "Bond Proceeds").

The Developer covenants 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. The Developer further covenants that (i) such facts and estimates will be based on its reasonable expectations on the date of issuance of the Bonds and will be, to the best of the knowledge of the officers of the Developer providing such facts and estimates, true, correct and complete as of that date, and (ii) the Developer will make reasonable inquires to ensure such truth, correctness and completeness. The Developer covenants that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use or investment of the Bond Proceeds (including, but not limited to, the use of the Authorized Improvements) that would cause any of the covenants or agreements of the Town contained in the Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the Bonds for federal income tax purposes.

(k) Financial Resources. The Developer represents and warrants that it has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement, the Service and Assessment Plan and the Development Agreement.

Section 7.02. Indemnification and Hold Harmless. THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE TOWN INSPECTOR, THE TOWN, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT

DESIGN, ENGINEERING, AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE AUTHORIZED IMPROVEMENTS ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION OF THE AUTHORIZED IMPROVEMENTS; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE AUTHORIZED IMPROVEMENTS; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES, REGARDING OR RELATED TO THE AUTHORIZED IMPROVEMENTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE AUTHORIZED IMPROVEMENTS, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE SOLE OR PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF ANY INDEMNIFIED PARTY, DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND THE TOWN AGAINST ALL SUCH CLAIMS, AND THE TOWN IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

IN ITS REASONABLE DISCRETION, THE TOWN SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY THE TOWN IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND THE INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY THE INDEMNIFIED PARTIES, PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN TOWN-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, THE INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND DEVELOPER

SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION 7.02 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

Section 7.03. Use of Monies by Town; Changes to Indenture. The Town agrees not to take any action or direct the Trustee to take any action to expend, disburse or encumber the monies held in the Project Fund and any monies to be transferred thereto for any purpose other than the purposes permitted by the Indenture. Prior to the acceptance of all the Authorized Improvements, the Town agrees not to modify or supplement the Indenture without the approval of the Developer if as a result or as a consequence of such modification or supplement: (a) the amount of monies that would otherwise have been available under the Indenture for disbursement for the Costs of the Authorized Improvements is reduced, delayed or deferred, (b) the obligations or liabilities of the Developer are or may be increased or otherwise adversely affected in any manner, or (c) the rights of the Developer are or may be modified, limited, restricted or otherwise substantially adversely affected in any manner.

Section 7.04. No Reduction of Assessments. The Developer agrees not to take any action or actions to reduce the total amount of such Assessments to be levied as of the effective date of this Agreement.

ARTICLE VIII
TERMINATION

Section 8.01. Mutual Consent. This Agreement may be terminated by the mutual, written consent of the Town and the Developer, in which event the Town may either execute contracts for or perform any remaining work related to the Authorized Improvements not accepted by the Town or other appropriate entity and use all or any portion of funds on deposit in the Project Fund or other amounts transferred to the Project Fund under the terms of the Indenture to pay for same, and the Developer shall have no claim or right to any further payments for the Costs of a Authorized Improvement hereunder, except as otherwise may be provided in such written consent.

Section 8.02. Town's Election for Cause.

(a) The Town, upon notice to Developer and the passage of the cure period identified in subsection (b) below, may terminate this Agreement, without the consent of the Developer, if the Developer shall breach any material covenant or default in the performance of any material obligation hereunder.

(b) If any such event described in Section 8.02(a) occurs, the Town shall give written notice of its knowledge of such event to the Developer, and the Developer agrees to promptly meet and confer with the Town Inspector and other appropriate Town staff and consultants as to options available to assure timely completion, subject to the terms of this Agreement, of the Authorized Improvements. Such options may include, but not be limited to, the termination of this Agreement by the Town. If the Town elects to terminate this Agreement, the Town shall first notify the Developer (and any mortgagee or trust deed beneficiary specified in writing by the Developer to the Town to receive such notice) of the grounds for such termination and allow the Developer a minimum of 45 days to eliminate or to mitigate to the reasonable satisfaction of the Town the grounds for such termination. Such period may be extended, at the sole discretion of the Town, if the Developer, to the reasonable satisfaction of the Town, is proceeding with diligence to eliminate or mitigate such grounds for termination. If at the end of such period (and any extension thereof), as determined reasonably by the Town, the Developer has not eliminated or completely mitigated such grounds to the reasonable satisfaction of the Town, the Town may then terminate this Agreement. In the event of the termination of this Agreement, the Developer is entitled to payment for work accepted by the Town related to an Authorized Improvement only as provided for under the terms of the Indenture and this Agreement prior to the termination date of this Agreement. Notwithstanding the foregoing, so long as the Developer has breached any material covenant or defaulted in the performance of any material obligation hereunder, notice of which has been given by the Town to the Developer, and such event has not been cured or otherwise eliminated by the Developer, the Town may in its discretion cause the Trustee to cease making payments for the Actual Costs of Authorized Improvements, provided that the Developer shall receive payment of the Actual Costs of any Authorized Improvements that were accepted by the Town at the time of the occurrence of such breach or default by the Developer upon submission of the documents and compliance with the other applicable requirements of this Agreement.

(c) If this Agreement is terminated by the Town for cause, the Town may either execute contracts for or perform any remaining work related to the Authorized Improvements not accepted by the Town and use all or any portion of the funds on deposit in the Project Fund or other amounts transferred to the Project Fund and the Developer shall have no claim or right to any further payments for the Authorized Improvements hereunder, except as otherwise may be provided upon the mutual written consent of the Town and the Developer or as provided for in the Reimbursement Agreement. The Town shall have no obligation to perform any work related to an Authorized Improvement or to incur any expense or cost in excess of the remaining balance of the Project Fund.

Section 8.03. Termination Upon Redemption or Defeasance of Bonds. This Agreement will terminate automatically and with no further action by the Town or the Developer upon the redemption or defeasance of all outstanding Bonds (including any refunding bonds issued to fund the Bonds) issued under the Indenture.

Section 8.04. Construction of the Authorized Improvements Upon Termination of this Agreement. Notwithstanding anything to the contrary contained herein, upon the termination of this Agreement pursuant to this Article VIII, the Developer shall perform its obligations with respect to the Authorized Improvements in accordance with this Agreement and the Development Agreement.

Section 8.05. Force Majeure. Whenever performance is required of a party hereunder, that party shall use all due diligence and take all necessary measures in good faith to perform, but if completion of performance is delayed by reasons of floods, earthquakes or other acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, damage to work in progress by casualty or by other cause beyond the reasonable control of the party (financial inability excepted) ("Force Majeure"), then the specified time for performance shall be extended by the amount of the delay actually so caused. The extension of time to perform allowed by this Section 8.05 shall not apply unless, upon the occurrence of an event of Force Majeure, the party needing additional time to perform notifies the other party of the event of Force Majeure and the amount of additional time reasonably required within ten (10) business days of the conclusion of the event of Force Majeure.

ARTICLE IX
MISCELLANEOUS

Section 9.01. Limited Liability of Town. The Developer agrees that any and all obligations of the Town arising out of or related to this Agreement are special obligations of the Town, and the Town's obligations to make any payments hereunder are restricted entirely to the moneys, if any, in the Project Fund and from no other source. Neither the Town, the Town Inspector, Town Representative nor any other Town employee, officer, official or agent shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of their actions hereunder or execution hereof.

Section 9.02. Audit. The Town Inspector, Town Representative or a finance officer of the Town shall have the right, during normal business hours and upon the giving of three business days' prior written notice to a Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer with respect to any of the Authorized Improvements and any bids taken or received for the construction thereof or materials therefor.

Section 9.03. Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the Town: Attn: Matt Mueller, Town Manager
Town of Little Elm, Texas
100 W. Eldorado Parkway
Little Elm, Texas 75068

With a copy to: Attn: Robert Brown
Brown & Hofmeister, LLP
740 E. Campbell Rd., Ste. 800
Richardson, Texas 75081

And to: Attn: Bond Counsel
Robert Dransfield
Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201

To the Developer: Attn: Mehrdad Moayedi
Valencia on the Lake 2B2 and 4, LLC
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

With a copy to: Attn: Travis Boghetich
Boghetich Law, PLLC
1800 Valley View Lane, Suite 360
Farmers Branch, Texas 75234

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

The Town shall advise the Developer of the name and address of any person who is to receive any notice or other communication pursuant to this Agreement.

Section 9.04. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent possible.

Section 9.05. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Any receivables due under this Agreement may be assigned by the Developer without the consent of, but upon written notice to the Town pursuant to Section 9.03 of this Agreement. The obligations, requirements, or covenants of this Agreement shall be able to be assigned to an affiliate or related entity of the Developer, or any lien holder on the Property, without prior written consent of the Town. The obligations, requirements, or covenants of this Agreement shall not be assigned by the Developer to a non-affiliate or non-related entity of the Developer without prior written consent of the Town Manager, except pursuant to a collateral assignment to any person or entity providing construction financing to the Developer for the Developer for an Authorized Improvement, provided such person or entity expressly agrees to assume all obligations of the Developer hereunder if there is a default under

such financing and such Person elects to complete the Authorized Improvement. No such assignment shall be made by the Developer or any successor or assignee of the Developer that results in the Town being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission without the express written consent of the Town. In connection with any consent of the Town, the Town may condition its consent upon the acceptability of the financial condition of the proposed assignee, upon the assignee's express assumption of all obligations of the Developer hereunder and/or upon any other reasonable factor which the Town deems relevant in the circumstances. In any event, any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned. The Town may assign by a separate writing certain rights as described in this Agreement and in the Indenture, to the Trustee and the Developer hereby consents to such assignment.

Section 9.06. Other Agreements. The obligations of the Developer hereunder shall be those of a party hereto and not as an owner of property in the District. Nothing herein shall be construed as affecting the Town's or the Developer's rights or duties to perform their respective obligations under other agreements, use regulations, ordinances or subdivision requirements relating to the development of the lands in the District, including the applicable Construction Contracts and the Development Agreement. To the extent there is a conflict between this Agreement and the Development Agreement, the Development Agreement shall control. To the extent there is a conflict between this Agreement and the Indenture, the Indenture shall control.

Section 9.07. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by any other party, or the failure by a party to exercise its rights upon the default of any other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by such other party with the terms of this Agreement thereafter.

Section 9.08. Merger. No other agreement, statement or promise made by any party or any employee, officer or agent of any party with respect to any matters covered hereby that is not in writing and signed by all the parties to this Agreement shall be binding.

Section 9.09. Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the Town and the Developer any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement contained by or on behalf of the Town or the Developer shall be for the sole and exclusive benefit of the Town and the Developer.

Section 9.10. Amendment. Except as otherwise provided in Section 9.05, upon agreement by the parties, this Agreement may be amended, from time to time in a manner consistent with the Act, the Indenture, and the Bond Ordinance by written supplement hereto and executed in counterparts, each of which shall be deemed an original.

Section 9.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 9.12. Effective Date. This Agreement has been dated as of the date first above written solely for the purpose of convenience of reference and shall become effective upon its

execution and delivery, on the Closing Date of the Bonds, by the parties hereto. All representations and warranties set forth therein shall be deemed to have been made on the Closing Date of the Bonds.

Section 9.13. Term. The term of this Agreement, other than the provisions contained in Section 7.02, which shall survive the termination of this Agreement, shall be thirty (30) years or upon redemption or defeasance of the Bonds (including any refunding bonds issued to refund the Bonds) issued under the Indenture. If the Developer defaults under this Agreement, or the Development Agreement, this Agreement and the Development Agreement shall not terminate with respect to the costs of the Authorized Improvements that have been approved by the Town pursuant to a Certification for Payment prior to the date of default.

Section 9.14 No Waiver of Powers or Immunity. The Town does not waive or surrender any of its governmental powers, immunities, or rights except as necessary to allow Developer to enforce its remedies under this Agreement.

Section 9.15. No Boycott Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable the Town to comply with such Section and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Section 9.16. Not a Listed Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates 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 enable the Town to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, 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 federal sanctions regime relating to a foreign terrorist organization. As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

Section 9.17. Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Town to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

Section 9.18. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the Town to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions:

(i) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii)

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

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

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

As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

Section 9.19. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Developer's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Town hereby confirms receipt of the Form 1295 from the Developer, and the

Town agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Developer and the Town understand and agree that, with the exception of information identifying the Town and the contract identification number, neither the Town nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the Town nor its consultants have verified such information.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of October 18, 2022.

TOWN OF LITTLE ELM, TEXAS

By: _____
Name: Curtis J. Cornelious
Title: Mayor

ATTEST:

_____
Name: Caitlan Biggs
Title: Town Secretary

(Town Seal)

APPROVED AS TO FORM:

_____
Robert Brown, Attorney for the Town

DEVELOPER:

Valencia on the Lake 2B2 and 4, LLC
a Texas limited liability company

By: Valencia on the Lake, L.P.,
a Texas limited partnership
Its Manager

By: Valencia on the Lake GP, LLC,
a Texas limited liability company
Its General Partner

By:_____
Name: Mehrdad Moayedi
Its: Manager

Exhibit A

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for Valencia on the Lake 2B2 and 4, LLC, (the "Developer") and requests payment from:

[the Costs of Issuance Account of the Project Fund][the Authorized Improvements Account of the Project Fund] (as defined in the Valencia Public Improvement District No. 2 Construction, Funding, and Acquisition Agreement) from Wilmington Trust, National Association, (the "Trustee") in the amount of _____DOLLARS ($_____) for costs incurred in the establishment, administration, and operation of the Valencia Public Improvement District No. 2 (the "District"), as follows:

Closing Costs Description	**Cost**	**PID Allocated Cost**
TOTAL		

In connection to the above referenced payments, the Developer represents and warrants to the Town as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the Town.

3. The amount listed for the above itemized costs is a true and accurate representation of the Actual Costs incurred by Developer with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with the Service and Assessment Plan.

4. The Developer has not received written notice of any uncured default under the Valencia Public Improvement District No. 2 Construction, Funding, and Acquisition Agreement, the Indenture, or the Service and Assessment Plan.

5. All conditions set forth in the Indenture (as defined in the Valencia Public Improvement District No. 2 Construction, Funding, and Acquisition Agreement) for the payment hereby requested have been satisfied.

6. The Developer agrees to cooperate with the Town in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the Town to complete said review.

Payments requested hereunder shall be made as directed below:

a. X amount to Person or Account Y for Z goods or services.

b. Etc.

I hereby declare that the above representations and warranties are true and correct.

VALENCIA ON THE LAKE 2B2 AND 4, LLC

By: _____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST BY TOWN

The Town is in receipt of the attached Closing Disbursement Request. After reviewing the Closing Disbursement Request, the Town approves the Closing Disbursement Request and shall include said payments in the Town Certificate submitted to the Trustee directing payments to be made from the Costs of Issuance Account of the Project Fund and/or the Authorized Improvements Account of the Project Fund, as applicable, upon delivery of the Bonds. The Town's approval of the Closing Disbursement Request shall not have the effect of estopping or preventing the Town from asserting claims under the Valencia Public Improvement District No. 2 Construction, Funding and Acquisition Agreement, the Indenture, the Service and Assessment Plan, any other agreement between the parties or that there is a defect in an Authorized Improvement.

TOWN OF LITTLE ELM, TEXAS

By: _____

Name: _____
Title: _____
Date: _____

Exhibit B

CERTIFICATION FOR PAYMENT FORM – AUTHORIZED IMPROVEMENTS

The undersigned is a lawfully authorized representative for Valencia on the Lake 2B2 and 4, LLC, (the "Developer") and requests payment from the Authorized Improvements Account of the Project Fund from Wilmington Trust, National Association (the "Trustee") in the amount of _____ for labor, materials, fees, and/or other general costs related to the construction and installation of the following Authorized Improvements related to the Valencia Public Improvement District No. 2 (the "Authorized Improvements"):

[insert specific Authorized Improvement this request is for here]

Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Valencia Public Improvement District No. 2 Construction, Funding, and Acquisition Agreement.

In connection to the above referenced payment, the Developer represents and warrants to the Town as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certification for Payment Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced Authorized Improvement(s) has not been the subject of any prior payment request submitted for the same work to the Town or, if previously requested, no disbursement was made with respect thereto.

3. The itemized amounts listed for the Authorized Improvement(s) below is a true and accurate representation of the Actual Costs incurred by Developer with the construction and installation of said Authorized Improvement(s) identified above, and such costs are (i) in compliance with the Valencia Public Improvement District No. 2 Construction, Funding and Acquisition Agreement, and (ii) consistent with the Service and Assessment Plan.

4. The Developer has not received written notice of any uncured default under the Valencia Public Improvement District No. 2 Construction, Funding and Acquisition Agreement, the Indenture, or the Service and Assessment Plan.

5. All conditions set forth in the Indenture (as defined in the Valencia Public Improvement District No. 2 Construction, Funding and Acquisition Agreement) for the payment hereby requested have been satisfied.

6. The work with respect to the Authorized Improvement(s) identified above (or its completed segment, portion or segment) has been completed and the Town has inspected or may begin inspection of the Authorized Improvement(s). If this request for payment

results in ninety percent (90%) or more of the Budgeted Costs for the Authorized Improvement(s) identified above being paid, then the work with respect to the Authorized Improvement(s) have been completed and the Town has inspected AND accepted the Authorized Improvement(s).

7. The Developer agrees to cooperate with the Town in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the Town to complete said review.

Payments requested are as follows:

Payee / Description of Authorized Improvement	**Total Cost of Authorized Improvement**	**Budgeted Cost of Authorized Improvement**	**Amount to be paid from the Project Fund**

Attached hereto, are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments.

Pursuant to the Valencia Public Improvement District No. 2 Construction, Funding and Acquisition Agreement, after receiving this Payment Request, the Town is authorized to inspect the Authorized Improvement (or completed segment, portion or segment) and confirm that said work has been completed in accordance with all applicable governmental laws, rules, and Plans.

I hereby declare that the above representations and warranties are true and correct.

VALENCIA ON THE LAKE 2B2 AND 4, LLC

By:_____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST BY TOWN

The Town is in receipt of the attached Certification for Payment. After reviewing the Certification for Payment, the Town approves the Certification for Payment and shall include said payments in the Town Certificate submitted to the Trustee directing payments to be made from appropriate Project Fund account. The Town's approval of the Certification for Payment shall not have the effect of estopping or preventing the Town from asserting claims under the Valencia Public Improvement District No. 2 Construction, Funding and Acquisition Agreement, the Indenture, the Service and Assessment Plan, any other agreement between the parties or that there is a defect in the Authorized Improvements.

TOWN OF LITTLE ELM, TEXAS

By: _____

Name: _____
Title: _____
Date: _____

EXHIBIT E

LANDOWNER AGREEMENT

VALENCIA PUBLIC IMPROVEMENT DISTRICT NO. 2
LANDOWNER AGREEMENT

This **VALENCIA PUBLIC IMPROVEMENT DISTRICT NO. 2 LANDOWNER AGREEMENT** (the "Agreement"), is entered into as of _____, 2022 between the Town of Little Elm, Texas (the "Town"), a home rule municipality of the State of Texas (the "State"), and Valencia on the Lake 2B2 and 4, LLC, a Texas limited liability company (the "Landowner").

RECITALS:

WHEREAS, Landowner owns the Assessed Property described by a metes and bounds description attached as **Exhibit I** to this Agreement and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land described in **Exhibit I** (the "Landowner's Parcel") which is located (i) within the Valencia Public Improvement District No. 2 (the "District") and (ii) within the corporate limits of the Town; and

WHEREAS, the Town Council has adopted an Assessment Ordinance for the Authorized Improvements (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Service and Assessment Plan included as an **Exhibit A** to the Assessment Ordinance (the "Service and Assessment Plan") and which is incorporated herein for all purposes, and has levied an assessment on each parcel of Assessed Property in the District (as identified in the Service and Assessment Plan**)** that will be pledged as the security for the payment of bonds or other obligations (the "Bonds") to be issued for the purpose of paying the costs of certain Authorized Improvements that will benefit the Assessed Property; and

WHEREAS, the Covenants, Conditions and Restrictions attached to this Agreement as **Exhibit II** and which are incorporated herein for all purposes**,** include the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the "PID Act"), to the purchaser.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the Town and the Landowner hereby contract, covenant and agree as follows:

DEFINITIONS; APPROVAL OF AGREEMENTS

Definitions. Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan.

Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the Town Council.

I.
AGREEMENTS OF LANDOWNER

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel, as shown on **Exhibit I,** and the location and development of the Authorized Improvements on the Landowner's Parcel and on the property within the District;

(ii) the determinations and findings as to the benefits by the Town Council in the Service and Assessment Plan and the Assessment Ordinance;

(iii) the Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) each Assessment levied by the Town on the Landowner's Parcel within the District as shown on the assessment roll attached as Appendix G to the Service and Assessment Plan (the "Assessment Roll");

(ii) the Authorized Improvements specially benefit the District, and the Landowner's Parcel, in an amount in excess of the Assessment levied on the Assessed Property within the District, as such Assessment is shown on the Assessment Roll;

(iii) each Assessment is final, conclusive and binding upon Landowner and any subsequent owner of the Landowner's Parcel, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Assessment levied on the Landowner's Parcel owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;

(v) each Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Landowner's Parcel, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Landowner's Parcel regardless of whether such owner is named;

(vi) the Assessment lien on the Landowner's Parcel is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the Assessment is paid and may be enforced by the governing body of the Town in the same manner that an ad valorem tax lien against real property may be enforced by the Town;

(vii) delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) the owner of the Landowner's Parcel may pay at any time the entire Assessment, with interest that has accrued on the Assessment, including on any lot within the Landowner's Parcel;

(ix) the Annual Installments of the Assessments may be adjusted, decreased and extended; and, the assessed parties shall be obligated to pay their respective revised amounts of the annual installments, when due, and without the necessity of further action, assessments or reassessments by the Town, the same as though they were expressly set forth herein; and

(x) Landowner has received, or hereby waives, all notices required to be provided to it under Texas law, including the PID Act, prior to the Effective Date (defined herein).

C. Mandatory Prepayment of Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay an Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the Town and as provided in the Service and Assessment Plan, as amended or updated.

D. Notice of Assessments. Landowner further agrees as follows:

(i) the Covenants, Conditions and Restrictions attached hereto as **Exhibit II** shall be terms, conditions and provisions running with the Landowner's Parcel and shall be recorded (the contents of which shall be consistent with the Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the Town), in the records of the County Clerk of Denton County, as a lien and encumbrance against such Landowner's Parcel, and Landowner hereby authorizes the Town to so record such documents against the Landowner's Parcel owned by Landowner;

(ii) reference to the Covenants, Conditions and Restrictions attached hereto as **Exhibit II** shall be included on all recordable subdivision plats and such plats shall be recorded in the real property records of Denton County, Texas;

(iii) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, shall continue to be bound by all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such Landowner's Parcel subject to all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions; and

(iv) Landowner shall comply with, and shall contractually obligate (and promptly provide written evidence of such contractual provisions to the Town) any party who purchases the Landowner's Parcel owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with, the Homebuyer Education Program

described on **Exhibit III** to this Agreement. Such compliance obligation shall terminate as to each Lot (as defined in the Service and Assessment Plan) if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the Town, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "Builder") but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon the Landowner's request and the Town's consent, in the Town's sole and absolute discretion, the Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as **Exhibit II**.

II.
OWNERSHIP AND CONSTRUCTION OF THE AUTHORIZED IMPROVEMENTS

A. Ownership and Transfer of Authorized Improvements. Landowner acknowledges that all of the Authorized Improvements and the land (or easements, as applicable) needed therefor shall be owned by the Town as constructed and/or conveyed to the Town and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.

B. Grant of Easement and License, Construction of the Authorized Improvements.

(i) Any subsequent owner of the Landowner's Parcel shall, upon the request of the Town or Landowner, grant and convey to the Town or Landowner and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Authorized Improvements on the property within the District, to stage on the property within the District construction trailers, building materials and equipment to be used in connection with such construction of the Authorized Improvements and for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Authorized Improvements. Any subsequent owner of the Landowner's Parcel may require that each contractor constructing the Authorized Improvements cause such owner of the Landowner's Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner's Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Authorized Improvements is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Denton County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by the Development Agreement, or other agreement, with respect to the Assessments has been satisfied, and that Landowner shall not have any rights or remedies against the Town under the Development Agreement, or under any law or principles of equity concerning the Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the Town's levy and collection of the Assessments.

III.
COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the Town as follows:

(i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the Town and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or the Landowner's Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the Denton County, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel owned by Landowner is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Assessments, or (iii) the construction of the Authorized Improvements on those portions of the property within the District which are to be owned by the Town as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning the Authorized Improvements. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the Town and its successors, assigns and agents, pertaining to the installation of the Authorized Improvements.

C. Notices.

Any notice or other communication to be given to the Town or Landowner under this Agreement shall be given by delivering the same in writing to:

To the Town:	Town of Little Elm, Texas Attn: Town Manager 100 West Eldorado Parkway Little Elm, Texas 75068 Telephone: (972) 377-1882
With a copy to:	Town Attorney Attn: Robert Brown Brown & Hofmeister, L.L.P. 740 E. Campbell Road, Suite 800 Richardson, Texas 75081
To the Landowner:	Valencia on the Lake 2B2 and 4, LLC Attn: Mehrdad Moayedi 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234
With a copy to:	Boghetich Law, PLLC Attn: Travis Boghetich 1800 Valley View Lane, Suite 360 Farmers Branch, Texas 75234

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient as the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the Town and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties expressly agree and acknowledge that the Town, the Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of or trustee for any bonds secured by Assessment revenues of the Town or any part thereof to finance the costs of the Authorized Improvements, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Denton County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the Town and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Denton County, Texas.

F. Effective Date.

This Agreement shall become and be effective (the "Effective Date") upon the date of final execution by the latter of the Town and the Landowner and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within 10 days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to the Landowner's Parcel, and whether any party is then in default hereunder.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Landowner's Parcel upon payment in full of the Assessment(s) against such Landowner's Parcel.

I. No Boycott of Israel.

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

made for ordinary business purposes. The Landowner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

J. No Business With Sanctioned Countries.

The Landowner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates 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 enable the Town to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Landowner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, 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 federal sanctions regime relating to a foreign terrorist organization. As used in this Section, the Landowner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

K. Verification Regarding Energy Company Boycotts.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Town to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. As used in this Section, the Landowner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

L. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm

entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the Town to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions:

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

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

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

As used in this Section, the Landowner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

M. Form 1295 Certificate. Landowner represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Landowner has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. The Landowner further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the Town and the contract identification number, the Town is not responsible for the information contained in the Form 1295 completed by the Landowner. The information contained in the Form 1295 completed by the Landowner has been provided solely by the Landowner and the Town has not verified such information.

[Signature pages to follow]

EXECUTED by the Town and Landowner on the respective dates stated below.

Date: _____, 2022

TOWN OF LITTLE ELM, TEXAS

By: _____
Curtis J. Cornelious, Mayor

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the __ day of _____, 2022 by Curtis J. Cornelious, Mayor of the Town of Little Elm, Texas on behalf of said Town.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

[Signature Page Landowner Agreement]

LANDOWNER

Valencia on the Lake 2B2 and 4, LLC
a Texas limited liability company

By: Valencia on the Lake, L.P.,
a Texas limited partnership
Its Manager

By: Valencia on the Lake GP, LLC,
a Texas limited liability company
Its General Partner

By:_____
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2022 by Mehrdad Moayedi, Manager of Valencia on the Lake GP, LLC, as General Partner of Valencia on the Lake, L.P., a Texas limited partnership, as manager of Valencia on the Lake 2B2 and 4, LLC, a Texas limited liability company on behalf of said limited liability company.

_____
Notary Public, State of Texas

[Signature Page Landowner Agreement]

LANDOWNER AGREEMENT - EXHIBIT I

METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

DESCRIPTION

TRACT I – PHASE 2B2:

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE SANTIAGO GUARRARA SURVEY, ABSTRACT NO. 456, ACCORDING TO DEEDS TO VALENCIA ON THE LAKE, L.P., RECORDED IN DOCUMENT NUMBER 2007-8103, OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS (RPRDCT), AND DOCUMENT NUMBER 2007-41359, RPRDCT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A UNITED STATES ARMY CORPS OF ENGINEERS (USACOE) MONUMENT MARKED "J-818-1/1" FOUND ON THE CALLED EAST LINE OF SAID SANTIAGO GUARRARA SURVEY, SAID MONUMENT ALSO BEING LOCATED ON THE CALLED "TAKE" LINE OF LAKE LEWISVILLE, AND BEING THE MOST NORTHEASTERLY CORNER OF SAID VALENCIA ON THE LAKE, L.P. TRACT;

THENCE SOUTH 77 DEGREES 57 MINUTES 18 SECONDS WEST, WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 438.91 FEET TO A USACOE MONUMENT MARKED "J-812-7" FOUND;

THENCE SOUTH 49 DEGREES 34 MINUTES 24 SECONDS WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 500.01 FEET TO A USACOE MONUMENT MARKED "J-812-6" FOUND;

THENCE SOUTH 28 DEGREES 21 MINUTES 51 SECONDS WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 200.02 FEET TO A 1/2 INCH IRON ROD FOUND;

THENCE SOUTH 44 DEGREES 30 MINUTES 07 SECONDS WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 399.34 FEET TO A USACOE MONUMENT MARKED "J-812-4" FOUND;

THENCE SOUTH 59 DEGREES 24 MINUTES 02 SECONDS WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 168.41 FEET TO A USACOE MONUMENT MARKED "J-812-3" FOUND;

THENCE SOUTH 80 DEGREES 38 MINUTES 17 SECONDS WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE

LAKE, L.P. TRACT, A DISTANCE OF 243.83 FEET TO A USACOE MONUMENT MARKED "J-812-1" FOUND;

THENCE SOUTH 38 DEGREES 33 MINUTES 33 SECONDS WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 717.30 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT OF LAND;

THENCE LEAVING SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACT, AND OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, THE FOLLOWING COURSES TO POINTS FOR CORNER:

> SOUTH 51 DEGREES 26 MINUTES 27 SECONDS EAST, A DISTANCE OF 257.14 FEET, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;
>
> NORTHEASTERLY WITH SAID CURVE WHICH HAS A CENTRAL ANGLE OF 43 DEGREES 47 MINUTES 33 SECONDS, A RADIUS OF 60.00 FEET, A CHORD WHICH BEARS NORTH 55 DEGREES 24 MINUTES 53 SECONDS EAST, A CHORD DISTANCE OF 44.75 FEET, FOR AN ARC DISTANCE OF 45.86 FEET TO THE END OF SAID CURVE;
>
> NORTH 43 DEGREES 45 MINUTES 14 SECONDS WEST, A DISTANCE OF 7.48 FEET;
>
> NORTH 46 DEGREES 14 MINUTES 46 SECONDS WEST, A DISTANCE OF 120.00 FEET;
>
> NORTH 43 DEGREES 45 MINUTES 14 SECONDS EAST, A DISTANCE OF 600.00 FEET;
>
> SOUTH 46 DEGREES 14 MINUTES 46 SECONDS EAST, A DISTANCE OF 120.00 FEET;
>
> SOUTH 43 DEGREES 45 MINUTES 14 SECONDS WEST, A DISTANCE OF 30.00 FEET;
>
> SOUTH 46 DEGREES 14 MINUTES 46 SECONDS EAST, A DISTANCE OF 50.00 FEET;
>
> NORTH 43 DEGREES 45 MINUTES 14 SECONDS EAST, A DISTANCE OF 74.94 FEET;
>
> SOUTH 45 DEGREES 03 MINUTES 06 SECONDS EAST, A DISTANCE OF 390.52 FEET, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

SOUTHWESTERLY WITH SAID CURVE WHICH HAS A CENTRAL ANGLE OF 00 DEGREES 45 MINUTES 33 SECONDS, A RADIUS OF 2264.00 FEET, A CHORD WHICH BEARS SOUTH 45 DEGREES 19 MINUTES 41 SECONDS WEST, A CHORD DISTANCE OF 30.00, FOR AN ARC DISTANCE OF 30.00 FEET TO THE END OF SAID CURVE;

SOUTH 44 DEGREES 17 MINUTES 32 SECONDS EAST, A DISTANCE OF 50.00 FEET, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

NORTHEASTERLY WITH SAID CURVE WHICH HAS A CENTRAL ANGLE OF 04 DEGREES 35 MINUTES 30 SECONDS, A RADIUS OF 2314.00 FEET, A CHORD WHICH BEARS NORTH 43 DEGREES 24 MINUTES 43 SECONDS EAST, A CHORD DISTANCE OF 185.39 FEET, FOR AN ARC DISTANCE OF 185.44 FEET TO THE END OF SAID CURVE;

AND SOUTH 49 DEGREES 30 MINUTES 11 SECONDS EAST, A DISTANCE OF 131.01 FEET, SAID POINT BEING A NORTHERLY CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO THE TOWN OF LITTLE ELM (ROCKHILL PARKWAY - CALLED 90 FOOT RIGHT-OF-WAY) RECORDED IN DOCUMENT NO. 2014-31379, RPRDCT, AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE WITH THE NORTHERLY LINE OF SAID ROCKHILL PARKWAY, THE FOLLOWING COURSES TO POINTS FOR CORNER:

SOUTHWESTERLY WITH SAID CURVE WHICH HAS A CENTRAL ANGLE OF 15 DEGREES 31 MINUTES 47 SECONDS, A RADIUS OF 2445.00 FEET, A CHORD WHICH BEARS SOUTH 48 DEGREES 50 MINUTES 51 SECONDS WEST, A CHORD DISTANCE OF 660.67 FEET, FOR AN ARC DISTANCE OF 662.70 FEET TO THE END OF SAID CURVE;

NORTH 33 DEGREES 30 MINUTES 17 SECONDS WEST, A DISTANCE OF 20.00 FEET;

SOUTH 57 DEGREES 12 MINUTES 15 SECONDS WEST, A DISTANCE OF 50.00 FEET;

SOUTH 33 DEGREES 30 MINUTES 17 SECONDS EAST, A DISTANCE OF 20.00 FEET, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

SOUTHWESTERLY WITH SAID CURVE WHICH HAS A CENTRAL ANGLE OF 09 DEGREES 37 MINUTES 40 SECONDS, A RADIUS OF 2445.00 FEET, A CHORD WHICH BEARS SOUTH 62 DEGREES 35 MINUTES 53 SECONDS WEST, A CHORD

DISTANCE OF 410.37 FEET, FOR AN ARC DISTANCE OF 410.85 FEET TO THE END OF SAID CURVE;

SOUTH 67 DEGREES 24 MINUTES 44 SECONDS WEST, A DISTANCE OF 231.77 FEET;

NORTH 22 DEGREES 35 MINUTES 16 SECONDS WEST, A DISTANCE OF 20.00 FEET;

SOUTH 67 DEGREES 24 MINUTES 44 SECONDS WEST, A DISTANCE OF 50.00 FEET;

SOUTH 22 DEGREES 35 MINUTES 16 SECONDS EAST, A DISTANCE OF 20.00 FEET;

SOUTH 67 DEGREES 24 MINUTES 44 SECONDS WEST, A DISTANCE OF 714.21 FEET;

NORTH 22 DEGREES 35 MINUTES 16 SECONDS WEST, A DISTANCE OF 20.00 FEET;

SOUTH 67 DEGREES 24 MINUTES 44 SECONDS WEST, A DISTANCE OF 50.00 FEET;

SOUTH 22 DEGREES 35 MINUTES 16 SECONDS EAST, A DISTANCE OF 20.00 FEET;

SOUTH 67 DEGREES 24 MINUTES 44 SECONDS WEST, A DISTANCE OF 175.52 FEET, SAID POINT BEING THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

AND SOUTHWESTERLY WITH SAID CURVE WHICH HAS A CENTRAL ANGLE OF 06 DEGREES 08 MINUTES 25 SECONDS, A RADIUS OF 1445.00 FEET, A CHORD WHICH BEARS SOUTH 64 DEGREES 20 MINUTES 31 SECONDS WEST, A CHORD DISTANCE OF 154.79 FEET, FOR AN ARC DISTANCE OF 154.86 FEET TO THE END OF SAID CURVE;

THENCE NORTH 28 DEGREES 43 MINUTES 42 SECONDS WEST, A DISTANCE OF 274.93 FEET, SAID POINT BEING LOCATED ON SAID "TAKE" LINE, FROM WHICH A USACOE MONUMENT MARKED "J-840-1/3" FOUND BEARS SOUTH 31 DEGREES 22 MINUTES 51 SECONDS WEST, A DISTANCE OF 343.86 FEET;

THENCE NORTH 31 DEGREES 22 MINUTES 51 SECONDS EAST, WITH SAID TAKE LINE, A DISTANCE OF 356.43 FEET TO A U.S.A.C.O.E. MONUMENT MARKED “J-840-1/4” FOUND FOR CORNER;

THENCE NORTH 63 DEGREES 24 MINUTES 03 SECONDS EAST, CONTINUING WITH SAID TAKE LINE, A DISTANCE OF 273.15 FEET TO A U.S.A.C.O.E. MONUMENT MARKED "J-840-1" FOUND FOR CORNER;

THENCE SOUTH 89 DEGREES 29 MINUTES 32 SECONDS EAST, CONTINUING WITH SAID TAKE LINE, A DISTANCE OF 230.56 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PETITT-RPLS 4087" FOUND FOR CORNER;

THENCE NORTH 38 DEGREES 33 MINUTES 33 SECONDS EAST, CONTINUING WITH SAID TAKE LINE, A DISTANCE OF 642.81 FEET TO THE POINT OF BEGINNING AND CONTAINING 28.868 ACRES OF LAND.

TRACT II – PHASES 4A AND 4B:

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE SANTIAGO GUARRARA SURVEY, ABSTRACT NO. 456, THE TEODORO RODRIGUEZ SURVEY, ABSTRACT NO. 1068, AND THE ALEXANDER COOPER SURVEY, ABSTRACT NO. 250, IN THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS, AND BEING PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO VALENCIA ON THE LAKE, L.P. RECORDED IN DOCUMENT NUMBER 2007-8103, AND DOCUMENT NUMBER 2007-41359 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS (RPRDCT), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "PETITT-RPLS 4087" FOUND ON THE SOUTHERLY LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO THE TOWN OF LITTLE ELM (ROCKHILL PARKWAY - CALLED 90 FOOT RIGHT-OF-WAY) RECORDED IN DOCUMENT NUMBER 2014-31379, RPRDCT, AND BEING THE NORTHWEST CORNER OF VALENCIA ON THE LAKE PHASE 1, AN ADDITION TO THE TOWN OF LITTLE ELM, TEXAS ACCORDING TO FINAL PLAT RECORDED IN DOCUMENT NUMBER 2015-245 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS (PRDCT);

THENCE WITH THE SOUTHWESTERLY LINE OF SAID VALENCIA ON THE LAKE PHASE 1, THE FOLLOWING COURSES TO 5/8-INCH IRON RODS WITH CAP STAMPED "PETITT-RPLS 4087" FOUND FOR CORNER:

SOUTH 22°35'16" EAST, A DISTANCE OF 535.00 FEET;

NORTH 67°24'44" EAST, A DISTANCE OF 200.32 FEET;

SOUTH 22°35'16" EAST, A DISTANCE OF 312.29 FEET;

SOUTH 17°05'19" WEST, A DISTANCE OF 283.91 FEET;

SOUTH 85°49'57" EAST, A DISTANCE OF 23.24 FEET;

SOUTH 60°11'21" EAST, A DISTANCE OF 50.30 FEET;

SOUTH 14°40'15" EAST, A DISTANCE OF 50.96 FEET;

SOUTH 00°02'26" WEST, A DISTANCE OF 39.41 FEET;

SOUTH 83°27'48" EAST, A DISTANCE OF 31.28 FEET;

AND SOUTH 04°48'46" EAST, A DISTANCE OF 195.51 FEET;

THENCE SOUTH 18°25'34" EAST, PASSING AT A DISTANCE OF 51.10 FEET THE SOUTHWEST CORNER OF SAID VALENCIA ON THE LAKE PHASE 1, AND CONTINUING WITH THE WESTERLY LINE OF VALENCIA ON THE LAKE PHASE 2A, AN ADDITION TO THE TOWN OF LITTLE ELM, TEXAS ACCORDING TO FINAL PLAT RECORDED IN DOCUMENT NUMBER 2018-62, PRDCT, IN ALL, A TOTAL DISTANCE OF 267.83 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "PETITT-RPLS 4087" FOUND FOR CORNER AT THE SOUTHWEST CORNER OF SAID VALENCIA ON THE LAKE PHASE 2A, AND BEING LOCATED ON THE NORTHERLY "TAKE LINE" OF LAKE LEWISVILLE;

THENCE WITH SAID NORTHERLY "TAKE LINE" OF LAKE LEWISVILLE, THE FOLLOWING COURSES:

SOUTH 62°23'06" WEST, A DISTANCE OF 242.31 FEET TO A U.S.A.C.O.E. FENCE POST MARKED JP-5E FOUND FOR CORNER;

NORTH 30°02'10" WEST, A DISTANCE OF 182.02 FEET TO A U.S.A.C.O.E. FENCE POST MARKED JP-5F FOUND FOR CORNER;

NORTH 77°58'31" WEST, A DISTANCE OF 203.63 FEET TO A U.S.A.C.O.E. FENCE POST MARKED JP-5G FOUND FOR CORNER;

SOUTH 67°53'16" WEST, A DISTANCE OF 253.98 FEET TO A U.S.A.C.O.E. MONUMENT MARKED J-809-2-3 FOUND FOR CORNER;

SOUTH 85°20'52" WEST, A DISTANCE OF 1000.03 FEET TO A U.S.A.C.O.E. MONUMENT MARKED J-809-2-2 FOUND FOR CORNER;

SOUTH 60°04'23" WEST, A DISTANCE OF 742.15 FEET TO A U.S.A.C.O.E. MONUMENT MARKED J-809-2-1 FOUND FOR CORNER;

AND NORTH 88°13'22" WEST, A DISTANCE OF 373.76 FEET TO A U.S.A.C.O.E. MONUMENT (DISTURBED) FOUND FOR CORNER AT THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO ROBERT SPARKS, RECORDED IN VOLUME 820, PAGE 541, RPRDCT;

THENCE WITH A NORTHERLY AND WESTERLY LINE OF SAID ROBERT SPARKS TRACT, THE FOLLOWING COURSES:

NORTH 89°11'54" WEST, A DISTANCE OF 526.42 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;

AND SOUTH 25°15'58" WEST, A DISTANCE OF 399.25 FEET TO A POINT FOR CORNER, SAID POINT BEING LOCATED AT THE NORTHWEST CORNER OF THE SHORES AT LAKE LEWISVILLE, AN ADDITION TO DENTON COUNTY, TEXAS ACCORDING TO FINAL PLAT RECORDED IN CABINET L, PAGE 386, PRDCT;

THENCE SOUTH 26°11'52" WEST, WITH THE NORTHWEST LINE OF SAID THE SHORES AT LAKE LEWISVILLE, A DISTANCE OF 679.39 FEET TO A 1/2-INCH IRON ROD WITH CAP FOUND AT THE NORTHERLY CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO JIM GOCKEL AND GENEVA GOCKEL RECORDED IN INSTRUMENT NUMBER 2007-51240, RPRDCT;

THENCE SOUTH 26°30'02" WEST, WITH THE NORTHWEST LINE OF SAID JIM GOCKEL AND GENEVA GOCKEL TRACT, A DISTANCE OF 163.53 FEET TO A 1-INCH IRON ROD FOUND AT THE NORTHEASTERLY CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO CLIFFORD E. BURGENT AND NORMA J. BURGENT RECORDED IN VOLUME 603, PAGE 591, RPRDCT;

THENCE NORTH 53°26'05" WEST, WITH THE NORTHERLY LINE OF SAID CLIFFORD E. BURGENT AND NORMA J. BURGENT TRACT, A DISTANCE OF 613.52 FEET TO A 1-INCH IRON ROD FOUND AT THE MOST NORTHERLY CORNER OF SAID CLIFFORD E. BURGENT AND NORMA J. BURGENT TRACT;

THENCE SOUTH 00°18'45" WEST, WITH THE WEST LINE OF SAID CLIFFORD E. BURGENT AND NORMA J. BURGENT TRACT, A DISTANCE OF 1203.50 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "PETITT-RPLS 4087" FOUND ON SAID NORTH "TAKE LINE" OF LAKE LEWISVILLE;

THENCE WITH THE NORTH LINE OF SAID "TAKE LINE" OF LAKE LEWISVILLE, THE FOLLOWING COURSES:

SOUTH 88°44'53" WEST, A DISTANCE OF 850.88 FEET TO A U.S.A.C.O.E. MONUMENT MARKED 723-A FOUND FOR CORNER;

SOUTH 01°32'31" WEST, A DISTANCE OF 224.05 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;

SOUTH 41°00'56" WEST, A DISTANCE OF 1035.32 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "PETITT-RPLS 4087" FOUND FOR CORNER;

SOUTH 31°43'14" EAST, A DISTANCE OF 42.77 FEET TO A U.S.A.C.O.E. MONUMENT MARKED H-725-6 FOUND FOR CORNER;

SOUTH 67°02'07" WEST, A DISTANCE OF 399.58 FEET TO A U.S.A.C.O.E. MONUMENT MARKED H-725-5 FOUND FOR CORNER;

NORTH 03°41'18" EAST, A DISTANCE OF 799.83 FEET TO A U.S.A.C.O.E. MONUMENT MARKED H-725-4 FOUND FOR CORNER;

AND NORTH 54°23'26" WEST, A DISTANCE OF 281.39 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BCG 10194538" SET FOR CORNER;

THENCE NORTH 00°00'03" EAST, LEAVING THE NORTH "TAKE LINE" OF LAKE LEWISVILLE, AND OVER AND ACROSS SAID VALENCIA ON THE LAKE TRACT, A DISTANCE OF 361.61 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BCG 10194538" SET FOR CORNER ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF ROCKHILL PARKWAY;

THENCE WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF ROCKHILL PARKWAY, THE FOLLOWING COURSES:

SOUTH 89°59'57" EAST, A DISTANCE OF 150.00 FEET TO AN "X" CUT IN CONCRETE FOUND FOR CORNER;

SOUTH 00°00'03" WEST, A DISTANCE OF 20.00 FEET TO A TO A 5/8-INCH IRON ROD WITH CAP STAMPED "PETITT-RPLS 4087" FOUND FOR CORNER;

SOUTH 89°59'57" EAST, A DISTANCE OF 50.00 FEET TO A TO A 5/8-INCH IRON ROD WITH CAP STAMPED "PETITT-RPLS 4087" FOUND FOR CORNER;

NORTH 00°00'03" EAST, A DISTANCE OF 20.00 FEET TO AN "X" CUT IN CONCRETE FOUND FOR CORNER;

SOUTH 89°59'57" EAST, A DISTANCE OF 153.66 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "PETITT-RPLS 4087" FOUND FOR CORNER AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

NORTHEASTERLY, WITH SAID CURVE WHICH HAS A CENTRAL ANGLE OF 06°39'57", A RADIUS OF 985.00 FEET, A CHORD WHICH BEARS NORTH 86°40'04" EAST, A DISTANCE OF 114.53 FEET, AND AN ARC LENGTH OF 114.60 FEET TO THE END OF SAID CURVE, AN "X" CUT IN CONCRETE FOUND FOR CORNER;

SOUTH 00°00'03" WEST, A DISTANCE OF 20.76 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "PETITT-RPLS 4087" FOUND FOR CORNER;

SOUTH 89°59'57" EAST, A DISTANCE OF 50.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "PETITT-RPLS 4087" FOUND FOR CORNER;

NORTH 00°00'03" EAST, A DISTANCE OF 27.91 FEET TO AN "X" CUT IN CONCRETE FOUND FOR CORNER AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

NORTHEASTERLY, WITH SAID CURVE WHICH HAS A CENTRAL ANGLE OF 60°07'30", A RADIUS OF 985.00 FEET, A CHORD WHICH BEARS NORTH 50°20'02" EAST,

A DISTANCE OF 986.86 FEET, AND AN ARC LENGTH OF 1033.64 FEET TO THE END OF SAID CURVE, A 5/8-INCH IRON ROD WITH CAP STAMPED “PETITT-RPLS 4087” FOUND FOR CORNER;

NORTH 20°16'17" EAST, A DISTANCE OF 616.39 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED “PETITT-RPLS 4087” FOUND FOR CORNER AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

NORTHEASTERLY, WITH SAID CURVE WHICH HAS A CENTRAL ANGLE OF 42°44'37", A RADIUS OF 1665.00 FEET, A CHORD WHICH BEARS NORTH 41°38'36” EAST, A DISTANCE OF 1213.51 FEET, AND AN ARC LENGTH OF 1242.12 FEET TO THE END OF SAID CURVE, AN “X” CUT IN CONCRETE FOUND FOR CORNER;

SOUTH 26°05'42" EAST, A DISTANCE OF 20.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED “PETITT-RPLS 4087” FOUND FOR CORNER;

NORTH 63°52'30" EAST, A DISTANCE OF 50.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED “PETITT-RPLS 4087” FOUND FOR CORNER;

NORTH 26°05'42" WEST, A DISTANCE OF 20.00 FEET TO AN “X” CUT IN CONCRETE FOUND FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

NORTHEASTERLY, WITH SAID CURVE WHICH HAS A CENTRAL ANGLE OF 18°47'50", A RADIUS OF 1665.00 FEET, A CHORD WHICH BEARS NORTH 74°08'04" EAST, A DISTANCE OF 543.80 FEET, AND AN ARC LENGTH OF 546.25 FEET TO THE END OF SAID CURVE, A 5/8-INCH IRON ROD WITH CAP STAMPED “PETITT-RPLS 4087” FOUND FOR CORNER;

NORTH 83°31'59" EAST, A DISTANCE OF 302.69 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED “PETITT-RPLS 4087” FOUND FOR CORNER AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

NORTHEASTERLY, WITH SAID CURVE WHICH HAS A CENTRAL ANGLE OF 08°12'08", A RADIUS OF 995.00 FEET, A CHORD WHICH BEARS NORTH 79°25'55" EAST, A DISTANCE OF 142.32 FEET, AND AN ARC LENGTH OF 142.44 FEET TO THE END OF SAID CURVE, AN “X” CUT IN CONCRETE FOUND FOR CORNER;

SOUTH 16°06'32" EAST, A DISTANCE OF 20.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED “PETITT-RPLS 4087” FOUND FOR CORNER;

NORTH 73°53'28" EAST, A DISTANCE OF 50.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED “PETITT-RPLS 4087” FOUND FOR CORNER;

NORTH 16°06'32" WEST, A DISTANCE OF 20.00 FEET TO AN “X” CUT IN CONCRETE FOUND FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

NORTHEASTERLY, WITH SAID CURVE WHICH HAS A CENTRAL ANGLE OF 08°16'25", A RADIUS OF 995.00 FEET, A CHORD WHICH BEARS NORTH 68°18'52" EAST, A DISTANCE OF 143.55 FEET, AND AN ARC LENGTH OF 143.68 FEET TO THE END OF SAID CURVE, A 5/8-INCH IRON ROD WITH CAP STAMPED "PETITT-RPLS 4087" FOUND FOR CORNER;

NORTH 64°10'40" EAST, A DISTANCE OF 689.07 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "PETITT-RPLS 4087" FOUND FOR CORNER AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

NORTHEASTERLY, WITH SAID CURVE WHICH HAS A CENTRAL ANGLE OF 06°36'01", A RADIUS OF 1845.00 FEET, A CHORD WHICH BEARS NORTH 60°52'40" EAST, A DISTANCE OF 212.42 FEET, AND AN ARC LENGTH OF 212.54 FEET TO THE END OF SAID CURVE, A 5/8-INCH IRON ROD WITH CAP STAMPED "PETITT-RPLS 4087" FOUND FOR CORNER;

NORTH 57°34'39" EAST, A DISTANCE OF 457.24 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "PETITT-RPLS 4087" FOUND FOR CORNER AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

AND NORTHEASTERLY, WITH SAID CURVE WHICH HAS A CENTRAL ANGLE OF 01°03'34", A RADIUS OF 1045.00 FEET, A CHORD WHICH BEARS NORTH 57°02'52" EAST, A DISTANCE OF 19.32 FEET, AND AN ARC LENGTH OF 19.32 FEET TO THE END OF SAID CURVE, SAME BEING THE MOST WESTERLY CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO THE BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT, RECORDED IN DOCUMENT NUMBER 2018-121058, RPRDCT;

THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF ROCKHILL PARKWAY, AND WITH THE SOUTHWESTERLY AND SOUTHERLY LINES OF SAID BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT TRACT LINE, THE FOLLOWING COURSES TO A 5/8-INCH IRON RODS WITH CAP STAMPED "PETITT-RPLS 4087" FOUND FOR CORNER;

SOUTH 33°28'56" EAST, A DISTANCE OF 30.00 FEET;

SOUTH 42°02'31" EAST, A DISTANCE OF 113.65 FEET, SAID IRON ROD BEING THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

SOUTHEASTERLY, WITH SAID CURVE WHICH HAS A CENTRAL ANGLE OF 23°28'29", A RADIUS OF 510.00 FEET, A CHORD WHICH BEARS SOUTH 30°18'16" EAST, A DISTANCE OF 207.49 FEET, AND AN ARC LENGTH OF 208.95 FEET TO THE END OF SAID CURVE;

SOUTH 18°34'02" EAST, A DISTANCE OF 165.01 FEET;

NORTH 70°08'57" EAST, A DISTANCE OF 151.64 FEET, SAID IRON ROD BEING THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

NORTHEASTERLY, WITH SAID CURVE WHICH HAS A CENTRAL ANGLE OF 15°25'18", A RADIUS OF 375.00 FEET, A CHORD WHICH BEARS NORTH 77°51'36" EAST, A DISTANCE OF 100.63 FEET, AND AN ARC LENGTH OF 100.93 FEET TO THE END OF SAID CURVE;

AND NORTH 85°34'15" EAST, A DISTANCE OF 543.85 FEET;

THENCE WITH THE NORTHEASTERLY LINE OF SAID BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT TRACT LINE, THE FOLLOWING COURSES TO A 5/8-INCH IRON RODS WITH CAP STAMPED "PETITT-RPLS 4087" FOUND FOR CORNER;

NORTH 08°47'05" WEST, A DISTANCE OF 58.11 FEET, SAID IRON ROD BEING THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

NORTHWESTERLY, WITH SAID CURVE WHICH HAS A CENTRAL ANGLE OF 29°09'23", A RADIUS OF 725.00 FEET, A CHORD WHICH BEARS NORTH 23°21'46" WEST, A DISTANCE OF 364.97 FEET, AND AN ARC LENGTH OF 368.93 FEET TO THE END OF SAID CURVE;

AND NORTH 37°56'28" WEST, A DISTANCE OF 531.27 FEET, SAID IRON ROD BEING LOCATED ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF ROCKHILL PARKWAY, AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF ROCKHILL PARKWAY, THE FOLLOWING COURSES TO A 5/8-INCH IRON RODS WITH CAP STAMPED "PETITT-RPLS 4087" FOUND FOR CORNER:

NORTHEASTERLY, WITH SAID CURVE WHICH HAS A CENTRAL ANGLE OF 16°24'39", A RADIUS OF 1355.00 FEET, A CHORD WHICH BEARS NORTH 59°12'24" EAST, A DISTANCE OF 386.78 FEET, AND AN ARC LENGTH OF 388.10 FEET TO THE END OF SAID CURVE;

AND NORTH 67°24'45" EAST, A DISTANCE OF 175.53 FEET TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 139.705 ACRES OF LAND.

TRACT III – PHASE 4C:

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE ALEXANDER COOPER SURVEY, ABSTRACT NO. 250, IN THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS, AND BEING PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO VALENCIA ON THE LAKE, L.P. RECORDED IN DOCUMENT NUMBER 2007-8103 AND DOCUMENT NUMBER 2007-41359 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS (RPRDCT), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED “PETITT-RPLS 4087” FOUND ON THE NORTHERLY LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO THE TOWN OF LITTLE ELM (ROCKHILL PARKWAY - CALLED 90 FOOT RIGHT-OF-WAY) RECORDED IN DOCUMENT NUMBER 2014-31379, RPRDCT, AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE WITH SAID NORTHERLY RIGHT-OF-WAY LINE OF ROCKHILL PARKWAY, THE FOLLOWING COURSES TO A 5/8-INCH IRON RODS WITH CAP STAMPED “PETITT-RPLS 4087” FOUND FOR CORNER:

SOUTHWESTERLY, WITH SAID CURVE WHICH HAS A CENTRAL ANGLE OF 07°20'23", A RADIUS OF 895.00 FEET, A CHORD WHICH BEARS SOUTH 86°19'51" WEST, A DISTANCE OF 114.57 FEET, AND AN ARC DISTANCE OF 114.65 FEET TO THE END OF SAID CURVE;

AND NORTH 89°59'57" WEST, A DISTANCE OF 265.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE NORTHWESTERLY, CONTINUING WITH SAID NORTHERLY RIGHT-OF-WAY LINE OF ROCKHILL PARKWAY, AND WITH SAID CURVE WHICH HAS A CENTRAL ANGLE OF 46°07'12", A RADIUS OF 90.00 FEET, A CHORD WHICH BEARS NORTH 23°03'33" WEST, A DISTANCE OF 70.50 FEET, AND AN ARC DISTANCE OF 72.44 FEET TO THE END OF SAID CURVE, A 5/8-INCH IRON ROD WITH CAP STAMPED “BCG 10194538” SET FOR CORNER;

THENCE NORTH 46°07'09” WEST, LEAVING THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ROCKHILL PARKWAY, AND OVER AND ACROSS SAID VALENCIA ON THE LAKE L.P. TRACT, A DISTANCE OF 278.39 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER LOCATED ON THE SOUTHEAST “TAKE LINE” OF LAKE LEWISVILLE, FROM WHICH A U.S.A.C.O.E. MONUMENT MARKED H-725-3 FOUND BEARS SOUTH 43°52'51” WEST, A DISTANCE OF 500.02 FEET;

THENCE NORTH 43°52'51” EAST, WITH SAID “TAKE LINE” OF LAKE LEWISVILLE, A DISTANCE OF 647.02 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED “PETITT-RPLS 4087” FOUND FOR CORNER AT THE MOST WESTERLY CORNER OF VALENCIA ON THE LAKE PHASE 3C, AN ADDITION TO THE TOWN OF LITTLE ELM ACCORDING TO FINAL PLAT RECORDED IN DOCUMENT NUMBER 2017-419 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS (PRDCT);

THENCE WITH THE SOUTHWESTERLY LINE OF SAID VALENCIA ON THE LAKE PHASE 3C, THE FOLLOWING COURSES:

SOUTH 46°07'09" EAST, A DISTANCE OF 74.59 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED “PETITT-RPLS 4087” FOUND FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

SOUTHEASTERLY, WITH SAID CURVE WHICH HAS A CENTRAL ANGLE OF 68°20'56", A RADIUS OF 65.000 FEET, A CHORD WHICH BEARS SOUTH 15°58'22" EAST, A

DISTANCE OF 73.02 FEET, AND AN ARC LENGTH OF 77.54 FEET TO THE END OF SAID CURVE, A 5/8-INCH IRON ROD WITH CAP STAMPED “PETITT-RPLS 4087” FOUND FOR CORNER;

SOUTH 10°25'55" EAST, A DISTANCE OF 155.29 FEET TO AN "X" CUT IN CONCRETE FOUND FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

SOUTHWESTERLY, WITH SAID CURVE WHICH HAS A CENTRAL ANGLE OF 02°33'09", A RADIUS OF 449.00 FEET, A CHORD WHICH BEARS SOUTH 84°02'10" WEST, A DISTANCE OF 20.00 FEET, AND AN ARC LENGTH OF 20.00 FEET TO THE END OF SAID CURVE, A 5/8-INCH IRON ROD WITH CAP STAMPED “PETITT-RPLS 4087” FOUND FOR CORNER;

SOUTH 04°41'16" EAST, A DISTANCE OF 50.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED “PETITT-RPLS 4087” FOUND FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

NORTHEASTERLY, WITH SAID CURVE WHICH HAS A CENTRAL ANGLE OF 02°52'21", A RADIUS OF 499.00 FEET, A CHORD WHICH BEARS NORTH 83°52'33" EAST, A DISTANCE OF 25.01 FEET, AND AN ARC DISTANCE OF 25.02 FEET TO THE END OF SAID CURVE, AN "X" CUT IN CONCRETE FOUND FOR CORNER;

SOUTH 10°25'55" EAST, A DISTANCE OF 218.19 FEET TO AN "X" CUT IN CONCRETE FOUND FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

SOUTHWESTERLY, WITH SAID CURVE WHICH HAS A CENTRAL ANGLE OF 01°35'54", A RADIUS OF 717.00 FEET, A CHORD WHICH BEARS SOUTH 82°21'55" WEST, A DISTANCE OF 20.00 FEET, AND AN ARC DISTANCE OF 20.00 FEET TO THE END OF SAID CURVE, A 5/8-INCH IRON ROD WITH CAP STAMPED “PETITT-RPLS 4087” FOUND FOR CORNER;

SOUTH 06°50'08" EAST, A DISTANCE OF 50.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED “PETITT-RPLS 4087” FOUND FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

NORTHEASTERLY, WITH SAID CURVE WHICH HAS A CENTRAL ANGLE OF 01°39'45", A RADIUS OF 767.00 FEET, A CHORD WHICH BEARS NORTH 82°19'59" EAST, A DISTANCE OF 22.26 FEET, AND AN ARC LENGTH OF 22.26 FEET TO THE END OF SAID CURVE, AN "X" CUT IN CONCRETE FOUND FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

SOUTHEASTERLY, WITH SAID CURVE WHICH HAS A CENTRAL ANGLE OF 05°21'24", A RADIUS OF 225.00 FEET, A CHORD WHICH BEARS SOUTH 02°40'39" EAST, A DISTANCE OF 21.03 FEET, AND AN ARC LENGTH OF 21.04 FEET TO THE END OF SAID CURVE, A 5/8-INCH IRON ROD WITH CAP STAMPED “PETITT-RPLS 4087” FOUND FOR CORNER;

AND SOUTH 00°00'03" WEST, A DISTANCE OF 108.08 FEET TO THE END OF SAID CURVE AND THE POINT OF BEGINNING, AND CONTAINING AN AREA OF 6.097 ACRES OF LAND.

LANDOWNER AGREEMENT - EXHIBIT II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this "Declaration") is made as of _____ by Valencia on the Lake 2B2 and 4, LLC, a Texas limited liability company (the "Landowner").

RECITALS:

A. The Landowner holds record title to that portion of the real property located in Denton County, Texas, which is described in the attached **Exhibit I** (the "Landowner's Parcel").

B. The Town Council of the Town of Little Elm (the "Town Council") upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the Valencia Public Improvement District No. 2 (the "District") by the then owners of more than 50% of the appraised value of the taxable real property and owners of more than 50% of the area of all taxable real property within the area requested to be included in the District created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act").

C. The Town Council has adopted an Assessment Ordinance to levy assessments for certain Authorized Improvements (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (as amended from time to time, the "Service and Assessment Plan"), and has levied the assessments (as amended from time to time, the "Assessments") on property in the District.

D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into these Covenants, Conditions and Restrictions.

DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner's Parcel is and shall be subject to, and hereby imposes on the Landowner's Parcel, the following covenants, conditions and restrictions:

1. Acceptance and Approval of Assessments and Lien on Property:

(a) Landowner accepts each Assessment levied on the Landowner's Parcel owned by such Landowner.

(b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney's fees, if incurred) is (a) a first and prior lien (the "Assessment Lien") against the property assessed, superior to all other liens or claims except for

liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid and may be enforced by the Town in the same manner as an ad valorem property tax levied against real property that may be enforced by the Town. The owner of any Assessed Property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within the District will not extinguish the Assessment or any unpaid but not yet due annual installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due annual installments of the Assessment.

It is the clear intention of all parties to these Declarations of Covenants, Conditions and Restrictions, that the Assessments, including any annual installments of the Assessments (as such annual installments may be adjusted, decreased or extended), are covenants that run with the Landowner's Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any annual installment of the Assessment, the Town is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

2. Landowner or any subsequent owner of the Landowner's Parcel waives:

(a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;

(b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the Town Council concerning the Assessments;

(c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Assessment Ordinance by the Town Council;

(d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the Town's finding of a 'special benefit' pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and

(e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the Town Council's levy of the Assessments.

3. **Amendments:** This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and the Town. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the real Property Records of Denton County, Texas.

4. **Third Party Beneficiary:** The Town is a third party beneficiary to this Declaration and may enforce the terms hereof.

5. **Notice to Subsequent Purchasers:** Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice as required by Section 5.014 of the Texas Property Code, as amended, and as included in the most recent Annual Service Plan Update of the Service and Assessment Plan filed in the real property records of Denton County, Texas.

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

LANDOWNER

Valencia on the Lake 2B2 and 4, LLC
a Texas limited liability company

By: Valencia on the Lake, L.P.,
a Texas limited partnership
Its Manager

By: Valencia on the Lake GP, LLC,
a Texas limited liability company
Its General Partner

By:_____
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2022 by Mehrdad Moayedi, Manager of Valencia on the Lake GP, LLC, as General Partner of Valencia on the Lake, L.P., a Texas limited partnership, as manager of Valencia on the Lake 2B2 and 4, LLC, a Texas limited liability company on behalf of said limited liability company.

_____
Notary Public, State of Texas

LANDOWNER AGREEMENT - EXHIBIT III

HOMEBUYER EDUCATION PROGRAM

As used in this **Exhibit III**, the recorded Assessment Ordinance and the Covenants, Conditions and Restrictions in **Exhibit II** of this Agreement are referred to as the "Recorded Notices."

1. Any Landowner, who is a Builder, shall attach the Recorded Notices and the final Assessment Roll for such Assessed Property (or if the Assessment Roll is not available for such Assessed Property, then a schedule showing the maximum 30-year payment for such Assessed Property) as an addendum to any residential homebuyer's contract.

2. Any Landowner who is a Builder shall provide evidence of compliance with 1 above, signed by such residential homebuyer, to the Town.

3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.

4. If prepared and provided by the Town, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.

5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

Date:	10/18/2022
Agenda Item #:	5. D.
Department:	Finance
Strategic Goal:	Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact:	Doug Peach, Deputy Town Manager

AGENDA ITEM:

Consider Action on Retroactive Authorization for **Emergency Manhole Sewer Repair, with Maya Underground Contractors, LLC in the Estimated Amount of $408,000.**

DESCRIPTION:

On October 4, 2022 our Wastewater Staff discovered a major failure with one of the Town's sewer manholes at the intersection of Peppertree Drive and Graystone Drive. The inside concrete walls of the 12-foot-deep manhole have deteriorated and collapsed to the bottom of the manhole. This resulted in a void under Peppertree Drive, a partial blockage of the 18-inch sewer line, and loss of side wall inside the manhole. This area is located near the south side of Villages of Woodlake phase IV A and the north side of Wynfield Farms. This manhole is part of the collection system that carries all of the sewer from Sunset Pointe and a portion of Villages of Woodlake. It is one of the largest sewer trunk lines in the Town and receives sewer from two lift stations.

Staff has engaged with Maya Underground Contractors to perform the needed repairs. This will include the complete replacement of the manhole and possibly a portion of the 18-inch gravity sewer line on Greystone Drive. During this process, the contractor will have to set up bypass pumps at two locations to pump sewer around the area of construction. The project began on Monday, October 10th, with an estimated completion of three weeks.

Staff has remained available to residents in the affected area. A public notice and map identifying the location of construction and bypass pumping has been hand-delivered to affected residents. In addition, Staff has coordinated with Little Elm PD, Little Elm FD, US Postal Service, CWD, and Little Elm ISD to ensure the least amount of disruption in the neighborhood. Town Staff has been and will be on-site at all times the contractor is working and will continue to communicate regularly with residents in the area.

The cause of this failure is the result of hydrogen sulfide gassing in the manhole. There is a large amount of sewer traveling through and dumping in the manhole at a high velocity. This creates turbulence in the manhole and as a result, the hydrogen sulfide is released from the sewer as a gas. This gas is extremely corrosive and can deteriorate concrete and metal.

Following this repair, Staff will be examining all other manholes downstream to determine if there is a need to install a corrosion-resistant coating in all downstream manholes. This will help to prevent future failures of manholes in the area. In addition, this past month Council approved a task order to update our water and sewer Master Plan for the entire Town. Staff will insure this planning includes looking at options to extend some of the sewer force mains further south. This will assist in reducing the velocity of sewer in this area.

Commencement of the above services has been authorized under the Texas Local Government Code 252.022, and as identified in the Town's procurement policy. The Town's policy allows for an exception to procurement requirements for an immediate and serious need for materials, service, or construction that cannot be met through normal procurement methods and that may seriously threaten the functioning of the Town or the health and safety of any person.

BUDGET IMPACT:

Funding has been identified in the Capital Improvement fund 829, and will be committed upon issuance of a purchase order.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Estimate

Public Notice

Peppertree Sewer Repair Contract R1

Maya Underground Contractors, LLC.

PO Box 39

Weston, TX 75097

Contact: **Osa Gaisoa**

Phone: **469.343.9597**

Email: **Osa@Mayaunderground.com**

Quote To:	Town of Little Elm	Job Name:	Peppertree Sewer Repair
Attention:	Jason S/ Tim Walker	Date of Plans:	n/a
		Revisions:	
Phone:		City of Project:	
Email:			
		Plan Pages:	

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	*** SITE PREP - MOBILIZATION ***				
100	Mobilization/ Site Prep/ Locates	1.00	LS	12,478.00	12,478.00
102	Barricades	1.00	LS	17,662.00	17,662.00
103	Sawcut/Remove existing SW and Paving	165.00	SY	53.00	8,745.00
104	Sewer Bypass Pumping - Trench Safety	1.00	LS	108,736.00	108,736.00
	SUBT - SITE PREP				**$147,621.00**
	*** FAILED MANHOLE ***				
105	Rem & Replace 5' DIAM WT Manhole 0 - 16'	1.00	EA	64,954.00	64,954.00
106	Replace 18" Outside Drop (W)	1.00	EA	15,545.00	15,545.00
107	Replace 8" (E)	1.00	EA	4,558.00	4,558.00
108	Replace 18" (S)	28.00	LF	252.00	7,056.00
109	Air Test/Mandrel/TV	1.00	LS	3,940.00	3,940.00
	SUBT - MANHOLE				**$96,053.00**
	*** EXCAVATION/SUBGRADE/PAVING ***				
110	Excavate/Haul Off failed subgrade	800.00	CY	54.00	43,200.00
111	Flowable fill exposed subgrade 1' depth	50.00	CY	328.00	16,400.00
112	3/4" Aggregrate bedding 2' depth	216.00	TON	110.00	23,760.00
113	Import Common fill and compact	520.00	CY	83.00	43,160.00
114	8" Flexbase subgrade	72.00	TON	139.00	10,008.00
115	6" 3600 psi #4 @ 18" OC Conc Paving	155.00	SY	140.00	21,700.00
116	4" Sidewalk	16.00	SY	138.00	2,208.00
117	Restore and finalize	1.00	LS	3,854.00	3,854.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUBT - EXC AND PAVING				**$164,290.00**

GRAND TOTAL **$407,964.00**

NOTES:

EXCLUSIONS:
Engineered testing
Barricades/ Striping
Gas adjustment or Installation
Telecommunications adjustment/installation
Concrete Rem/Replacement,Demo not listed,
Power Pole Removal or Bracing,
P&P/ Maintenance Bonds.
City Inpsection Fees/ Permit/Overtime Fees,
Plumbing Permit

CLARIFICATIONS
- Items not listed or on plans will be priced separately
- No bid items to be modified without repricing

Thank you,
Estimating (469) 343-9597

TOWN OF LITTLE ELM

100 W. Eldorado Pkwy.
Little Elm, Texas 75068
214-975-0400

TO: Jason Shroyer P.E., Director of Public Works

FROM: Cody Collier, Assistant Director of Public Works

DATE: October 6, 2022

SUBJECT: Notification to Residents of Villages of Woodlake Phase IV-A

To: Residents of Villages of Woodlake

Subject: Utility line repairs in your area

Date: October 07, 2022

The Town of Little Elm Public Works Department will perform emergency utility line repairs to our wastewater system and a manhole at the intersection of Peppertree Drive and Graystone Drive. The work could take up to three weeks to complete and the site restored to normal operation.

During the construction, you may expect a portion of the north side of Peppertree Drive at Graystone Drive to be closed for the entirety of the project. There may also be times during construction when all of Peppertree Drive will be closed to through traffic. Please expect to make the necessary detour to Walker Drive during these times.

In order to make the utility repairs, it will be necessary to establish bypass pumping of the wastewater system. The bypass will extend from the manhole at Peppertree Drive and Winterberry Lane south to the manhole at the intersection of Graystone Drive and Thornhill Lane. A second bypass line will extend from the intersection of Peppertree Drive and Dogwood Drive west and then south to the manhole at the intersection of Graystone Drive and Thornhill Lane. You can expect to see generators and bypass pumps located at Peppertree Lane and Winterberry Lane and discharge lines running above the ground to the manhole on Graystone Drive and Thornhill Lane.

Due to the need for bypass equipment, there will be noise from the generators and pumps and temporarily increased sewer odors in your area. The equipment is generally quiet enough while in operation and should not disrupt you in your home.

At this time, we do not foresee any impact to water or wastewater service.

We sincerely apologize for the inconvenience to you and your family during this construction. We will make every effort to complete the work as quickly as possible and restore the entire area to normal condition. Please see the attached map showing the location of the work and the manholes where the bypass pumping will be present.

If you have any questions or concerns, please contact:

Cody Collier
Assistant Director of Public Works
972-377-5557
ccollier@littleelm.org

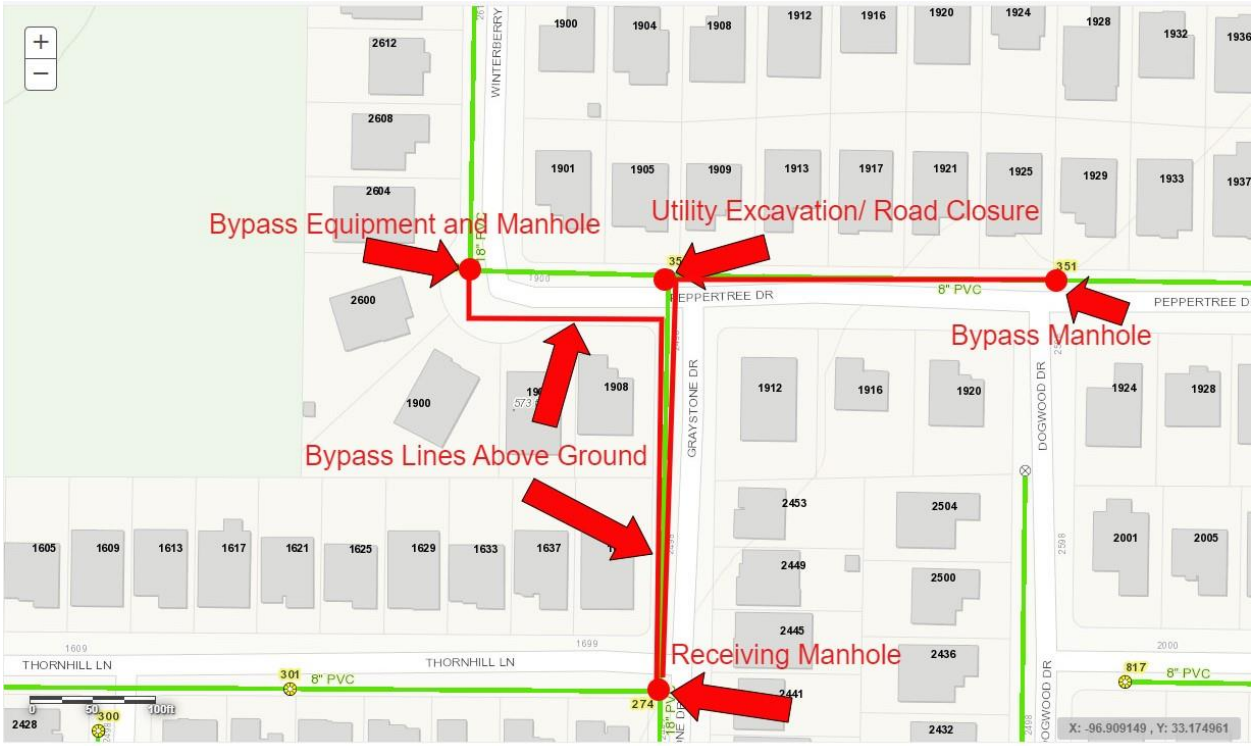
If you see any issues you need to report after normal business hours; please contact our emergency on-call staff:

Town of Little Elm emergency on-call
469-853-3075

We thank you for your patience during the construction and apologize for the inconvenience it will cause.

Sincerely,

Jason Shroyer
Director of Public Works
Town of Little Elm


Bypass Equipment and Manhole
Utility Excavation/ Road Closure
Bypass Manhole
Bypass Lines Above Ground
Receiving Manhole
WINTERBERRY
PEPPERTREE DR
GRAYSTONE DR
DOGWOOD DR
THORNHILL LN
8" PVC
351
274
301
817
X: -96.909149 , Y: 33.174961

Date:	10/18/2022
Agenda Item #:	5. E.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present, Discuss, and Consider Action on a **Development Agreement associated with the Lakefront Residential Overlay District, between the Town of Little Elm and Charles and Meghan Ware, Property Owners of 204 Judy Lane.**

DESCRIPTION:

Subject property is located at 204 Judy Lane. This is a currently vacant property zoned Single Family A2 with Lakefront Residential Overlay District. The property owners, Charles and Meghan Ware, would like to develop a custom single-family home and have been working with Staff through the Lakefront Residential Design Committee review process. The property is also almost fully located within the Army Corps of Engineers flowage easement, and the property owners have been working with the Corps in order to obtain approval of the proposed site plan.

Lakefront Residential Overlay District. The future land use section of the 2017 Comprehensive Plan calls for an objective within the recommendations section of the Lakefront District to plan for redevelopment and expansion of the district. In working with Council, staff has identified the residential areas surrounding the Lakefront Zoning District as areas prime for redevelopment. The purpose for the overlay is to establish zoning for residential areas around the existing Lakefront District within the context of redevelopment. The associated standards and visual examples will function to create a residential area that provides flexibility and variety in unique architectural design and high-quality alternative materials.

The goal is to expand on the Town's targeted "lakeside community character" by creating flexibility in residential architectural design, promoting the utilization of a variety of high-quality building materials, encouraging residential redevelopment, and providing unique development standards. The intent of the Overlay District is to expand upon the Lakefront District's desire to provide a comfortable and attractive environment that will provide a unique, yet compatible residential neighborhood by encouraging redevelopment that is distinct from traditional residential subdivisions.

The proposed design was reviewed based on the architectural design criteria provided within the Overlay District.

(d) *Architectural elements.*

(1) *Architectural variety.* No facade may be repeated within any five adjacent lots or across the street from those lots. A request to vary from this standard shall be reviewed and approved by the LRDC.

(2) *Tripartite architecture.* The exterior facades of homes shall be broken up into three distinct sections (base, middle, top) utilizing different primary and accent materials, colors, and/or general orientation of materials.

(3) *Gifts to the street.* Homes shall provide a minimum of two gifts to the street. Proposed features not noted in the definition for "gifts to the street" shall be approved at the discretion of the LRDC.

(4) *Fences.* Fences adjacent to public parks, open space, drainage areas or floodplains shall be constructed of black tubular (wrought iron) fencing. All other fencing shall adhere to the residential fences section (section 106.06.32) of the zoning ordinance.

(5) *Roofs.* Roofs shall be constructed with architectural grade shingles, or better. Seamed metal, clay and slate tile roofs (cement based) are permitted. Flat roofs may be utilized so long as they can properly drain which will be determined by the building official.

(6) *Windows.* Openings and panes shall be vertically proportioned or square and be separated with trim.

(7) *Gutters.* Gutters shall be copper, galvanized steel, aluminum or painted if exposed.

(8) *Chimneys.* If chimneys are located on a street-facing wall, they shall extend to the ground.

(9) *Concealed items.* HVAC units, trash storage, and utility meters shall be concealed.

The Lakefront Residential Design Committee has reviewed the proposed development plans and determined that they meet the vision and intent of the Overlay District. Since the property owners are currently still undergoing the Army Corps of Engineer review process, the Lakefront Residential Design Committee has approved the attached development plans and associated exhibits, contingent on formal site plan approval from the Army Corps of Engineers.

Town Council approval of the attached Development Agreement and associated exhibits is the final step in allowing this project to begin its residential building permit review.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

The Lakefront Residential Design Committee recommends approval of the attached development plans and associated exhibits, subject to the following condition:

- Prior to the issuance of any relevant permits for the proposed development on the subject property, the property owner must provide formal site plan approval from the Army Corps of Engineers.

Attachments

Development Agreement - 204 Judy Lane

STATE OF TEXAS	**§**	**DEVELOPMENT AGREEMENT**
	§	**FOR 204 JUDY LANE**
COUNTY OF DENTON	**§**	

This Development Agreement for 204 Judy Lane ("**Agreement**") is entered into between Charles and Meghan Ware ("**Developer**"), whose address for purposes of this Agreement is 201 E. Eldorado Pkwy #4301, Little Elm, TX 75068, and the Town of Little Elm, Texas ("**Town**"), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. Developer and the Town are sometimes referred herein together as the "**Parties**" and individually as a "**Party**."

Recitals:

1. Developer is the owner of 2.0294 acres generally located at 204 Judy Lane, on the south side of Judy Lane, approximately 250 feet from Lewis Drive, in the Town of Little Elm, Texas (the "**Property**"), which Property is more particularly described in **Exhibit A** attached hereto.

2. In furtherance of the development of the Property, the Parties have negotiated certain matters regarding the Property as set forth in this Agreement.

3. The Parties seek to memorialize these negotiated matters and to include them in this contractually-binding Agreement.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties do hereby agree as follows:

Section 1. Incorporation of Premises. The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Term. This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so ("**Effective Date**"). This Agreement shall remain in full force and effect from the Effective Date until terminated by the mutual agreement of all of the Parties in writing, or until all obligations in the Agreement have been fulfilled ("**Term**").

Section 3. Agreements. The Parties agree as follows:

A. The negotiated and agreed upon development plans attached hereto as **Exhibit B**, which incorporate by reference the general zoning regulations of the Town's zoning ordinance, are hereby adopted and incorporated into this agreement as contractually-binding obligations of the Developer.

B. The approval of development upon said Property is contingent upon the site plan approval, reflecting the same within **Exhibit B**, by the Army Corps of Engineers. Prior to the issuance of any relevant permits pertaining to the development of this Property, the Developer must provide the Town with a formal approval from the Army Corps of Engineers.

Section 4. Miscellaneous.

A. Applicability of Town Ordinances. When the Property is developed, Developer shall construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.

B. Default/Mediation. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (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 determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, 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. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

C. Venue. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Denton County, Texas.

D. Relationship of Parties. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.

E. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall 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.

F. Cumulative Rights and Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to

any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

G. **Exhibits**. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

H. **Surviving Rights**. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.

I. **Applicable Laws**. This Agreement is made subject to the existing provisions of the Charter of the Town of Little Elm, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.

J. **Authority to Execute**. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

K. **Amendments**. This Agreement may be only amended or altered by written instrument signed by the Parties.

L. **Headings**. The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.

M. **Entire Agreement**. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

N. **Filing in Deed Records**. This Agreement shall be recorded in the real property records of Denton County, Texas. This Agreement and all of its terms, conditions, and provisions is and shall constitute a restriction and condition upon the development of the Property and all portions thereof and a covenant running with the Property and all portions thereof, and is and shall be binding upon Developer and all of Developer's heirs, successors, and assigns and the future owners of the Property and any portion thereof; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any final platted residential lot upon which a completed home has been constructed.

O. **Notification of Sale or Transfer; Assignment of Agreement**. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time

to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "**Assignee**") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement with respect to the portion of the Property transferred to Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor owner, and if the Developer or any Assignee is in default under this Agreement, such default shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting Developer or Assignee. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor developer, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. 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. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

P. **Sovereign Immunity**. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

Q. **Exactions/Infrastructure Costs**. Developer has been represented by legal counsel, or has had an opportunity to do so, in the negotiation of this Agreement, and been advised, or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Agreement are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

R. **Waiver of Texas Government Code § 3000.001 et seq**. With respect to the improvements constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005.

S. **Rough Proportionality**. Developer hereby waives any federal constitutional

claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement. Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed by this Agreement.

T. Form 1295 Certificate. The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

U. Undocumented Workers Provision. The Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the Town notifies Developer of the violation.

V. Non-Boycott of Israel Provision. In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless Developer is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.

W. Prohibition on Contracts with Certain Companies Provision. In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

X. Report Agreement to Comptroller's Office. Town covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021). [For Chapter 380 Agreements]

Y. Verification Against Discrimination of Firearm or Ammunition Industries. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

Z. Verification Against Discrimination Developer Does Not Boycott Energy Companies. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

DEVELOPER N/A
a _____ **company**

By: Charles W. Wright.
Meghan Ware

Date: 9.18.22

TOWN OF LITTLE ELM, TEXAS

By: _____
Matt Mueller
Town Manager

Date: _____

ATTEST:

By: _____
Caitlan Biggs
Town Secretary

STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this _____ day of _____, 2022, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By:_____
Notary Public, State of Texas

My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF Denton §

Before me, the undersigned authority, on this 18th day of September, 2022, personally appeared Charles Ware and Meghan Ware, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of _____.

[Seal]

ROCIO A. PEREZ
Notary Public, State of Texas
Comm. Expires 04-23-2023
Notary ID 131984227

By:_____
Notary Public, State of Texas

My Commission Expires: 04/23/2023

EXHIBIT A

Property Description

MICHELLE FRENCH
DENTON COUNTY TAX ASSESSOR/COLLECTOR
P O BOX 90223
DENTON, TX 76202
(940) 349-3500

Tax Certificate

Property Account Number:
44374DEN

Statement Date:	07/14/2022
Owner:	WARE FAMILY LIVING TRUST
Mailing Address:	201E ELDORADO PKWY APT 4301 LITTLE ELM TX 750685383

Property Location:	0000204 JUDY LN
Legal:	H L GENTSCH LOT 10

TAX CERTIFICATE FOR ACCOUNT : 44374DEN
AD NUMBER: SN0010A-000000-0000-0010-0000
GF NUMBER:
CERTIFICATE NO : 40523215

DATE : 7/14/2022
FEE : $10.00

PAGE 1 OF 1

PROPERTY DESCRIPTION
H L GENTSCH LOT 10

COLLECTING AGENCY
DENTON COUNTY
P O BOX 90223
DENTON TX 76202

0000204 JUDY LN
2.0294 ACRES

REQUESTED BY
WARE FAMILY LIVING TRUST C/O
CHARLES W WARE JR
AND MEGHAN WARE
201E ELDORADO PKWY APT 4301
LITTLE ELM TX 750685383

PROPERTY OWNER
WARE FAMILY LIVING TRUST

201E ELDORADO PKWY APT 4301
LITTLE ELM TX 750685383

THIS IS TO CERTIFY THAT, AFTER A CAREFUL CHECK OF THE RECORDS OF THE DENTON COUNTY TAX OFFICE, THE FOLLOWING DELINQUENT TAXES, PENALTIES, AND INTEREST ARE DUE ON THE DESCRIBED PROPERTY.

THE ABOVE DESCRIBED PROPERTY TAX MAY BE RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL. (IF APPLICABLE).

___/___ TAXES FOR 2022 HAVE NOT BEEN BILLED OR CALCULATED.
_____ 26.11 GOVERNMENT AQUISITION - PLEASE SEE ATTACHED WORKSHEET.

CURRENT VALUES

LAND MKT VALUE:	237,435	IMPROVEMENT :	0
AG LAND VALUE:	0	DEF HOMESTEAD:	0
APPRAISED VALUE:	237,435	LIMITED VALUE:	0

EXEMPTIONS:
LAWSUITS:

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2021	DENTON COUNTY	0.00	0.00	0.00	0.00	0.00	0.00
2021	LITTLE ELM ISD	0.00	0.00	0.00	0.00	0.00	0.00
2021	TOWN OF LITTLE ELM	0.00	0.00	0.00	0.00	0.00	0.00
						2021 SUB TOTAL	$0.00

TOTAL CERTIFIED TAX DUE 7/2022 : **$ 0.00**

ISSUED TO : WARE FAMILY LIVING TRUST C/O CHARLES W
ACCOUNT NUMBER: 44374DEN

CERTIFIED BY: Michelle French
AUTHORIZED AGENT OF DENTON COUNTY

DENTON COUNTY TAX OFFICE ★ DENTON, TEXAS ★

__1__ pages attached

EXHIBIT B

Development Plans

PROJECT DATA

LOCATION:
200 Judy Lane Little Elm TX 75068

DESCRIPTION:
200 Judy Lane, Lot 10, H.C. Gentsch Subdividion, Town of Little Elm, Denton County, TX

ZONING:
SINGLE FAMILY (A2)
LAKEFRONT DISTRICT OVERLAY

AREA SUMMARY:

CONDITIONED SPACE:	4,000 SF
TOTAL COVERED OUTDOOR SPACE:	2,612 SF
GARAGE:	1,088 SF

LOT COVERAGE:

TOTAL LOT:	87,364 SF
COVERED:	7,700 SF
COVERAGE %:	8.81%

OCCUPANCY:
SINGLE FAMILY RESIDENTIAL

BUILDING CODE:
2018 INTERNATIONAL RESIDENTIAL CODE

NOTE: AREAS LISTED ARE PER ARCHITECT'S METHOD FOR CALCUATION. SURVEYORS, APPRAISERS, OFFICIALS, AND OTHERS MAY USE DIFFERENT METHODS THAT MAY RESULT IN DIFFERENT CALCUALTIONS.

SYMBOLS

- SECTIONS
- 0" F.F. ELEVATION
- W01 WINDOW MARKER
- D01 DOOR MARKER
- EXTERIOR ELEVATION
- INTERIOR ELEVATION
- DETAIL MARKER
- SCHEDULE KEY MARKER

ABBREVIATIONS

F.D. = FINISH DIMENSION OR DIMENSION TO FINISH FACE
U.N.O. = UNLESS OTHERWISE NOTED
V.I.F. = VERIFY IN FIELD
TYP. = TYPICAL
N.I.C. = NOT IN CONTRACT
F.F. = FINISHED FLOOR
F.C. = FINISHED CEILING
T.O.S. = TOP OF STRUCTURE
B.O.S. = BOTTOM OF STRUCTURE

DRAWING INDEX

○ ISSUED FOR INFORMATION AND COORDINATION
● ISSUED FOR CONSTRUCTION

A01	GENERAL INFORMATION
A02	SURVEY
A03	SITE PLAN
A04	PROPOSED CIVIL CONNECTIONS
A05	FLOOR PLAN OVERALL
A06	GARAGE DRAINAGE DIAGRAM
A07	CABANA PLAN OPTIONS
A08	BUILDING FOOTPRINT DIAGRAM
A09	ELEVATIONS
A10	ELEVATIONS

VERY IMPORTANT GENERAL NOTES

ALL NOTES IN THESE DOCUMENTS ARE IMPORTANT.

THE PURPOSE OF THESE DOCUMENTS IS TO FACILITATE CONSTRUCTION BY EXPRESSING THE DESIGN CONCEPT OF THE BUILDING THROUGH ILLUSTRATION, AS WELL AS SPECIFY MINIMUM PERFORMANCE STANDARDS. THESE DOCUMENTS ARE NOT INSTRUCTIONS FOR CONSTRUCTING THE BUILDING, BUT AN EXPRESSION OF DESIGN INTENT. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO CONSTRUCT THE BUILDING SO THAT ALL OF ITS SYSTEMS FUNCTION PROPERLY; THIS INCLUDES BUT IS NOT LIMITED TO ROOFS, WINDOWS, DOORS, ELECTRICAL, MECHANICAL, PLUMBING, DRAINAGE, STRUCTURE, AND FINISHES. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO CONSTRUCT THE BUILDING SO THAT IT CONFORMS TO THE DESIGN INTENT EXPRESSED HEREIN.

IN ADDITION TO THESE DRAWINGS AND SPECIFICATIONS, ALL CONTRACTS AND DOCUMENTS SHALL COMPRISE THE CONSTRUCTION DOCUMENTS FOR THIS PROJECT. ALL STANDARDS, REGULATIONS, LAWS, ORDINANCES AND BUILDING CODES IN FORCE AT THE TIME OF BUILDING CONSTRUCTION SHALL APPLY.

CONTRACTOR TO VERIFY ALL DESIGN IS COMPLIANT W/ APPLICABLE CODES PRIOR TO CONSTRUCTION. CONTRACTOR TO NOTIFY ARCHITECT OF ANY REQUIRED DESIGN REVISIONS FOR COMPLIANCE PRIOR TO CONSTRUCTION.

CONTRACTOR TO VERIFY DIMENSIONS OF ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION.

ANY DISCREPANCIES IN CONSTRUCTION DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO WORK BEING PERFORMED OR MATERIALS BEING ORDERED.

COORDINATE LOCATIONS OF CONNECTIONS TO HOUSE OF ANY HOSE BIBBS, UTILITY LINES/ METERS, OR ELECTRICAL PANELS WITH ARCHITECT PRIOR TO INSTALLATION.

IMPORTANT NOTE: DO NOT LOCATE ANY EQUIPMENT, METERS, HOOK-UPS, ETC. ON THE STREET FACING FACADE OF THE BUILDING OR IN THE FRONT YARD WITHOUT APPROVAL FROM ARCHITECT.

DURING CONSTRUCTION, THE CONTRACTOR SHALL PROTECT ALL BUILDING COMPONENTS FROM BOTH VISIBLE AND CONCEALED DAMAGE; THIS INCLUDES PROTECTION FROM MOISTURE DAMAGE AND MOLD. DURING CONSTRUCTION, THE CONTRACTOR WILL ALSO PROTECT ALL BUILDING COMPONENTS FROM THEFT. AT THEIR COST, CONTRACTOR WILL REMEDY, REPAIR, OR REPLACE ANY DAMAGED OR STOLEN ITEMS.

GENERAL CONTRACTORS AND ALL SUB-CONTRACTORS SHALL HAVE EXTENSIVE BUILDING EXPERIENCE IN THEIR RESPECTIVE TRADE. GENERAL CONTRACTOR TO COORDINATE WORK OF ALL SUB-CONTRACTORS TO MEET DESIGN INTENT. A THOROUGH UNDERSTANDING OF READING ARCHITECTURAL DRAWINGS IS A PRE-REQUISITE FOR DETERMINING DESIGN INTENT.

THIS SET IS INTENDED FOR PERMIT APPLICATION. ARCHITECT WILL PROVIDE ADDITIONAL DETAILS AND COORDINATION PRIOR TO CONSTRUCTION. DO NOT BEGIN CONSTRUCTION UNTIL THESE ADDITIONAL DRAWINGS ENTITLED "SUPPLEMENTAL CONTRACT DOCUMENTS" ARE RECEIVED.

IF DESIGN INTENT IS NOT CLEAR, CONTRACTOR SHALL SUBMIT REQUEST FOR CLARIFICATION / INFORMATION TO ARCHITECT.

EVERY SHEET IN THIS SET IS RELEVANT TO THIS PROJECT AND MAY PERTAIN TO ANY TRADE. USING ONLY PORTIONS OF THIS SET FOR CONSTRUCTION MAY RESULT IN A MISUNDERSTANDING OF THE DESIGN INTENT.

ENGINEER TO DESIGN (OR CONTRACTOR [OR SUB-CONTRACTORS UNDER CONTRACT WITH CONTRACTOR] ARE TO DESIGN/BUILD) FINAL FRAMING, FOUNDATION, POOL, HVAC SYSTEM, ELECTRICAL SYSTEM, COMPLETE ROOF AND ROOF DRAINAGE SYSTEM, SITE DRAINAGE SYSTEM, SUBTERRANEAN DRAINAGE SYSTEM, ALL UTILITY SYSTEMS, AND SURFACE DRAINAGE SYSTEM TO BE COMPATIBLE WITH THE DESIGN INTENT ILLUSTRATED IN THESE DOCUMENTS. VIA SHOP DRAWINGS OR OTHER GRAPHIC COMMUNICATION FORMS, CONTRACTOR TO SUBMIT DESIGNS FOR THESE SYSTEMS AND OTHER CUSTOM ELEMENTS (INCLUDING BUT NOT LIMITED TO GLAZING, VENEER,CABINETRY, TILE AND STONE) TO THE ARCHITECT FOR APPROVAL PRIOR TO CONSTRUCTION. ALL CONSTRUCTION DETAILS FOR THESE SYSTEMS AND OTHER BUILDING COMPONENTS HAVING AESTHETIC OR PERFORMANCE IMPLICATIONS NOT ALREADY SHOWN IN THESE DRAWINGS SHALL BE SUBMITTED TO THE OWNER AND ARCHITECT FOR APPROVAL PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY ARCHITECT OF ANY SYSTEM THEY ARE NOT WILLING TO DESIGN (REQUIRING 3RD PARTY CONSULTANT OR ENGINEER TO DESIGN) PRIOR TO CONSTRUCTION.

CONTRACTOR TO DETERMINE WHEN ENGINEERING IS NECESSARY

SCALES MAY BE INACCURATE DO TO VARYING PRINTING METHODS. DO NOT SCALE DRAWINGS FOR CONSTRUCTION DIMENSIONS. LIGHT FIXTURES, HVAC SUPPLY AND RETURN AIR DEVICES, POWER, TELEPHONE, AND VIDEO OUTLETS MAY NOT BE DIMENSIONED IN PLANS BUT THE DESIRED LOCATIONS OF THE ABOVE ARE ACCURATELY INDICATED ON THESE PLANS, I.E. IF A DEVICE IS GRAPHICALLY SHOWN AS BEING CENTERED ON A WALL IT SHALL BE PLACED ACCORDINGLY.

EXTERIOR DIMENSIONS ARE TO FRAMING UNLESS INDICATED OTHERWISE. INTERIOR DIMENSIONS ON FLOOR PLANS ARE TO THE FACE OF FRAMING MEMBERS UNLESS INDICATED OTHERWISE. DIMENSIONS ON ENLARGED PLANS, ELEVATIONS, AND DETAILS MAY BE TO FINISHED SURFACES OR FRAMING MEMBERS.

GENERAL CONTRACTOR SHALL FURNISH SAMPLES TO THE ARCHITECT OF ALL VISUAL MATERIALS, AND FINISHES, INTENDED FOR USE IN THE WORK BEFORE THE COMMENCEMENT OF THE SPECIFIED WORK.

FOR COORDINATION PURPOSES, GENERAL CONTRACTOR SHALL SUBMIT SHOP DRAWINGS INDICATING LOCATIONS OF ALL VISIBLE OBJECTS/DEVICES NOT SHOWN IN THESE DRAWINGS. THIS INCLUDES FIRE PROTECTION DEVICES. THE FINAL LOCATIONS OF ALL SUCH DEVICES ARE SUBJECT TO THE ARCHITECTS REVIEW AND APPROVAL. THE LIST OF DEVICES INCLUDES BUT IS NOT LIMITED TO FIRE PROTECTION AND LIFE SAFETY SYSTEMS.

ALL FLOOR MATERIALS TO BE FINISHED FLUSH. NOTIFY ARCHITECT PRIOR TO CONSTRUCTION IF THERE ARE ANY ISSUES (SUCH AS SLAB OR DECK RECESSES) WITH ACHIEVING THIS REQUIREMENT.

SUBMIT SAMPLE OF ALL UNIQUE FINISHES. TO OWNER AND ARCHITECT FOR APPROVAL INCLUDING BUT NOT LIMITED TO DRYWALL FINISH, PAINT, AND TILE. PROVIDE A MOCK-UP OF ALL UNIQUE EXTERIOR AND INTERIOR FINISHES FOR APPROVAL. SUBMIT A CUTSHEET WITH PICTURE OF ALL VISIBLE HARDWARE, FIXTURES, DEVICES, AND FITTINGS TO OWNER FOR APPROVAL.

ALL WALLS AND CEILINGS SHALL BE PAINTED GYPSUM BOARD UNLESS NOTED OTHERWISE.

UNLESS NOTED OTHERWISE, ALL GYPSUM BOARD WALLS AND CEILINGS SHALL HAVE A FINISH LEVEL OF LEVEL 4 AS DEFINED BY USG HANDBOOK, CHAPTER 5 "LEVELS OF GYPSUM BOARD FINISHING", OR GA-214-96 "RECOMMENDED LEVELS OF GYPSUM BOARD FINISHING" SEE GYPSUM BOARD LEVEL 4 FINISHING MATRIX, BELOW.

GYPSUM BOARD LEVEL 4 FINISHING MATRIX

ALL WALLS AND CEILINGS SHALL BE PAINTED GYPSUM BOARD UNLESS NOTED OTHERWISE.

ALL GYPSUM BOARD WALLS AND CEILINGS SHALL HAVE A FINISH LEVEL OF LEVEL 4 AS DEFINED BY USG HANDBOOK, CHAPTER 5 "LEVELS OF GYPSUM BOARD FINISHING", OR GA-214-96 "RECOMMENDED LEVELS OF GYPSUM BOARD FINISHING" UNLESS APPROVED OTHERWISE BY OWNER.

FINAL APPEARANCE:

SURFACE

NO MARKS OR RIDGES. READY FOR PRIMING, FOLLOWED BY WALL COVERINGS, FLAT PAINTS OR LIGHT TEXTURES

PAINT SHALL BE FLAT FINISH ON WALLS AND CEILINGS AND SATIN FINISH ON ANY PAINTED WOOD OR MDF TRIM. U.N.O.

ALL WALLS AND CEILINGS SHALL HAVE A SMOOTH PAINT FINISH WITHOUT APPLIED TEXTURE. SPRAYING AND BACKROLLING WITH A FINE NAP ROLLER IS PERMISSIBLE UPON THE ARCHITECTS APPROVAL OF THE FINAL FINISH.

ANY TRANSITIONS NECESSITATED BY DISSIMILAR MATERIALS SHALL BE TREATED IN A MANNER TO ACHIEVE A SMOOTH AND GENTLE CONDITION THAT MEETS ANY APPLICABLE CODE OR REGULATION.

LAVATORY AND KITCHEN COUNTER TOPS SHALL BE FABRICATED WITH SQUARE EDGES, UNLESS NOTED OTHERWISE HEREIN. ACCEPTABLE SEAMING LOCATIONS ARE INDICATED ON THE DRAWINGS.

MATERIAL TRANSITIONS BETWEEN ROOMS SHOULD BE MADE AT THE CENTER LINE OF THE DOOR SEPARATING THE SPACES UNLESS NOTED OTHERWISE

IF WALL AND ADJACENT FLOOR TILES WILL COURSE, ALL FLOOR AND WALL GROUT JOINTS TO ALIGN.

SOME CLOSETS RECEIVE SYSTEMS PROVIDED BY OTHERS. THESE PLANS IDENTIFY THE LOCATIONS OF THESE SYSTEMS. OTHER CLOSETS SHALL BE CONSTRUCTED ACCORDING TO THE DETAILS CONTAINED HEREIN.

ALL DEVICES SHALL BE INSTALLED ON THE CEILINGS AND/OR WALLS IN AN ORDERLY MANNER AS INDICATED ON THESE DRAWINGS. DEVICES THAT ARE REQUIRED BUT NOT SHOWN ON THESE DRAWINGS SHALL BE INSTALLED IN THE SAME MANNER AND COORDINATED WITH THE LOCATIONS OF ADJACENT DEVICES. CONTRACTOR TO SUBMIT THE PROPOSED LOCATIONS OF ANY SUCH DEVICES TO THE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLING SAID DEVICES. THIS NOTE APPLIES TO ACCESS PANELS, SPRINKLER HEADS, AS WELL AS ALL LIFE SAFETY DEVICES.

ALL MILLWORK REVEALS AND OPEN JOINTS TO BE 1/8" UNLESS INDICATED OTHERWISE.

ALL OTHER REVEALS ARE TO BE 1/4" UNLESS INDICATED OTHERWISE.

ANY REQUIRED JOINTS OR TRANSITIONS NOT SHOWN ON THESE DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT FOR APPROVAL.

ACOUSTICAL BATT-TYPE INSULATION SHALL BE INSTALLED IN PARTITION WALLS SEPARATING BEDROOMS FROM BATHROOMS,COMMON ROOMS.

CONTRACTOR TO SUBMIT CONSTRUCTION DETAILS FOR ALL UNIQUE CONDITIONS AT POOL AREA TO ARCHITECT FOR REVIEW.

FOR ANY VISIBLE DEVICE, GENERAL CONTRACTOR SHALL SUBMIT SAMPLES OR CATALOGUE SHEETS TO THE ARCHITECT FOR HIS REVIEW AND APPROVAL PRIOR TO PURCHASE. GENERAL CONTRACTOR SHALL ALLOW THE ARCHITECT 2 WEEKS FROM THE DATE OF THE ARCHITECT'S RECEIPT OF THE SUBMITTAL TO PROCESS THE SUBMITTAL.

FOR ANY ADDITIONAL JOINTS THAT MAY BE REQUIRED FOR CONSTRUCTION THAT ARE NOT SHOWN IN THESE DRAWINGS, CONTRACTOR SHALL SUBMIT LOCATION TO ARCHITECT FOR APPROVAL OR REQUEST THAT ARCHITECT SPECIFY LOCATION.

FOR ANY ADDITIONAL DEVICES THAT MAY BE REQUIRED FOR CONSTRUCTION THAT ARE NOT SHOWN IN THESE DRAWINGS, CONTRACTOR SHALL SUBMIT LOCATION TO ARCHITECT FOR APPROVAL OR REQUEST THAT ARCHITECT SPECIFY LOCATION.

INSULATION SHALL AT MINIMUM MEET CODE REQUIREMENTS, 3RD PARTY ENERGY RATER REQUIREMENTS, OR R-21 AT WALLS AND R-38 AT ROOF; WHICHEVER IS GREATEST SHALL GOVERN THE MINIMUM REQUIRED. ALL INSULATION TO BE SPRAY IN. SUBMIT SPECIFICATIONS TO OWNER AND ARCHITECT FOR APPROVAL.

SCHEDULES PROVIDED IN THESE DRAWINGS MAY NOT LIST ALL PARTS/ACCESSORIES REQUIRED FOR PROPER INSTALLATION AND/OR USE OF ITEMS MENTIONED. CONTRACTOR SHOULD PROVIDE THESE PARTS/ACCESSORIES AFTER SUBMITTING TO ARCHITECT FOR APPROVAL.

CONTRACTOR TO ENSURE THAT GLASS SPECIFICATIONS MEET ALL CODE REQUIREMENTS AND 3RD PARTY ENERGY RATER REQUIREMENTS.

SUBMIT FINAL MECHANICAL , PLUMBING, AND FIXTURE LOCATIONS AND DIMENSIONS TO ARCHITECT FOR REVIEW; INCLUDING BUT NOT LIMITED TO FAUCETS, LIGHTING AND ELECTRICAL FIXTURES. PRIOR TO SENDING, THESE LOCATIONS AND DIMENSIONS SHOULD BE COORDINATED WITH OTHER BUILT ELEMENTS SUCH AS WALLS, FINISHES, AND CABINETRY TO ENSURE PROPER FUNCTIONALITY.

NIMMO
NIMMO.AM | 972.360.3160

PROJECT

Little Elm
200 Judy Lane Little Elm TX 75068

NOT FOR CONSTRUCTION

CONSULTANTS

GENERAL CONTRACTOR

OWNER

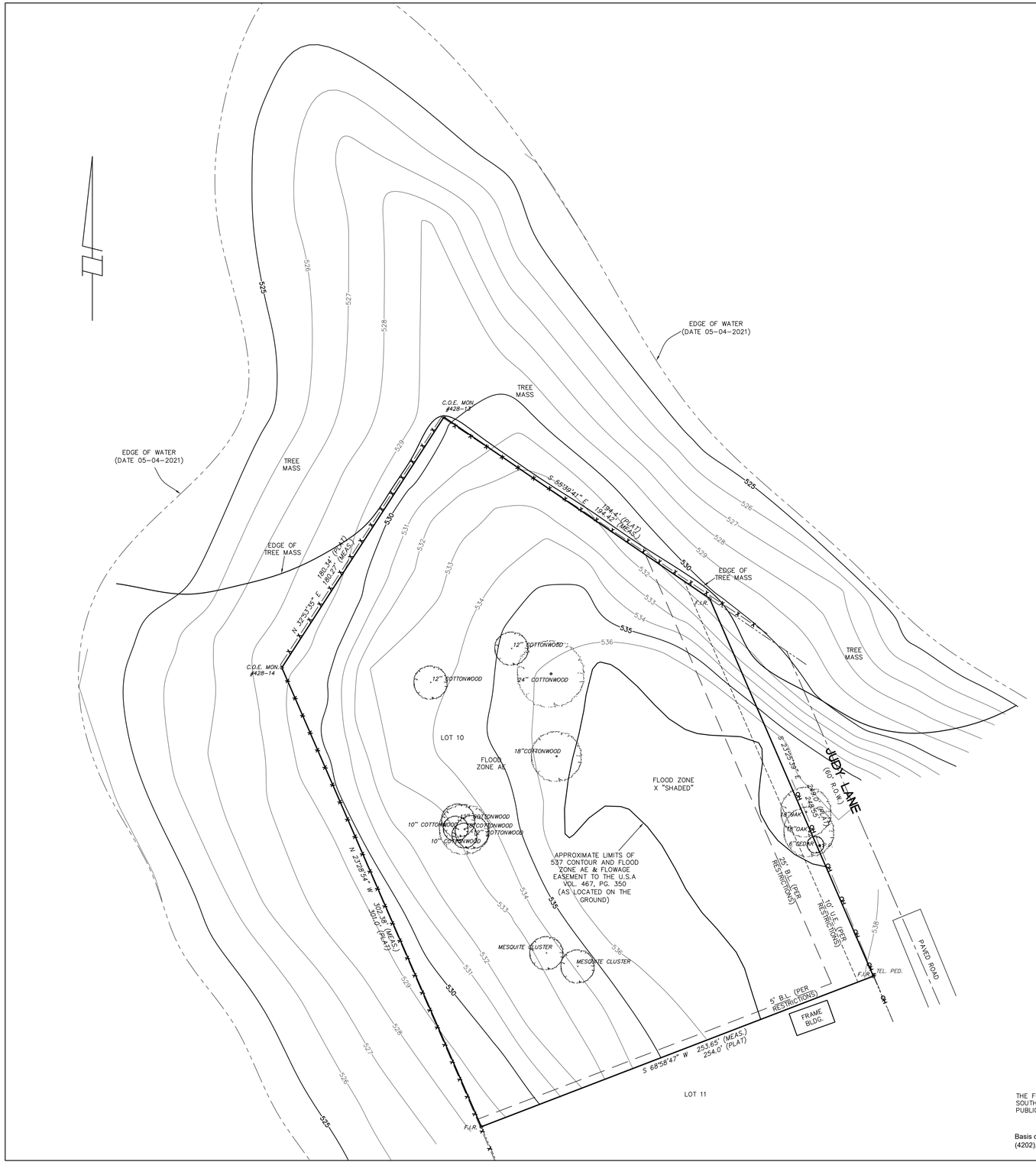
Charles and Meghan Ware
201 E Eldorado Pkwy
Little Elm, TX 75068

ISSUE

PERMIT
5/31/2022

REVISIONS

A01
GENERAL INFORMATION



THE FOLLOWING EASEMENT DOES NOT AFFECT SUBJECT PROPERTY:
SOUTHWESTERN BELL TELEPHONE CO. VOL. 653, PG. 228
PUBLIC ACCESS EASEMENT VOL. 467, PG. 350

Basis of Bearing is the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983, as determined from GPS observations.

TOPOGRAPHIC MAP
200 JUDY LANE
LOT 10, H.L. GENTSCH SUBDIVISION
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS

LANDMARK SURVEYORS, LLC.
TX FIRM REGISTRATION NO. 10098600
4238 I-35 NORTH
DENTON, TEXAS 76207
(940) 382-4016
FAX (940) 387-9784

B.L. = BUILDING LINE	CATV = CABLE TV BOX
CC/P = COVERED PATIO/PORCH	C/D = CONCRETE DRIVE
C/O = SANITARY SEWER CLEANOUT	C/P = CONCRETE PATIO/PORCH
C/W = CONCRETE SIDEWALK	D.E. = DRAINAGE EASEMENT
E.B. = ELECTRIC BOX	F.H. = FIRE HYDRANT
F.I.R. = FOUND IRON ROD	FOC = FIBER OPTIC CABLE
GLM = GAS LINE MARKER	L.P. = LIGHT POLE
P.P. = POWER POLE	S.I.R = SET CAPPED 1/2" RPLS 4561 IRON ROD
S.P. = SERVICE POLE	SSMH = SANITARY SEWER MANHOLE
STM MH=STORM SEWER MANHOLE	TEL. PED. = TELEPHONE BOX
W/D = WOOD DECK	W/M = WATER METER
W/V = WATER VALVE	U.E. = UTILITY EASEMENT
FENCE —X—	OVERHEAD POWER LINE —OH—

DRAWN BY: BTH
SCALE: 1"=30'
DATE: 05 MAY, 2021
JOB NO: 205568

1 JUDY LANE BROADER SURVEY
NOT TO SCALE

NIMMO
NIMMO.AM | 972.360.3160

PROJECT
Little Elm
200 Judy Lane Little Elm TX 75068

NOT FOR CONSTRUCTION

CONSULTANTS

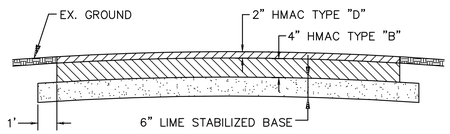
GENERAL CONTRACTOR

OWNER
Charles and Meghan Ware
201 E Eldorado Pkwy
Little Elm, TX 75068

ISSUE
PERMIT
5/31/2022

REVISIONS

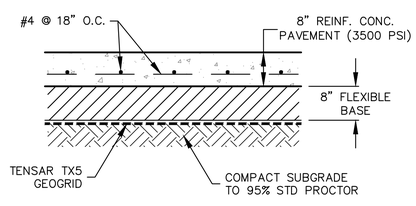
A02
SURVEY



ASPHALT TRANSITION
TYPICAL SECTION
N.T.S.

STREET EXTENSION DETAIL

DETAIL FROM TOWN OF LITTLE ELM STANDARD DETAILS SHEET 5



CONCRETE PAVEMENT REPAIR
TYPICAL SECTION
N.T.S.

DRIVEWAY DETAIL

DETAIL FROM TOWN OF LITTLE ELM STANDARD DETAILS SHEET 5

IMPORTANT!

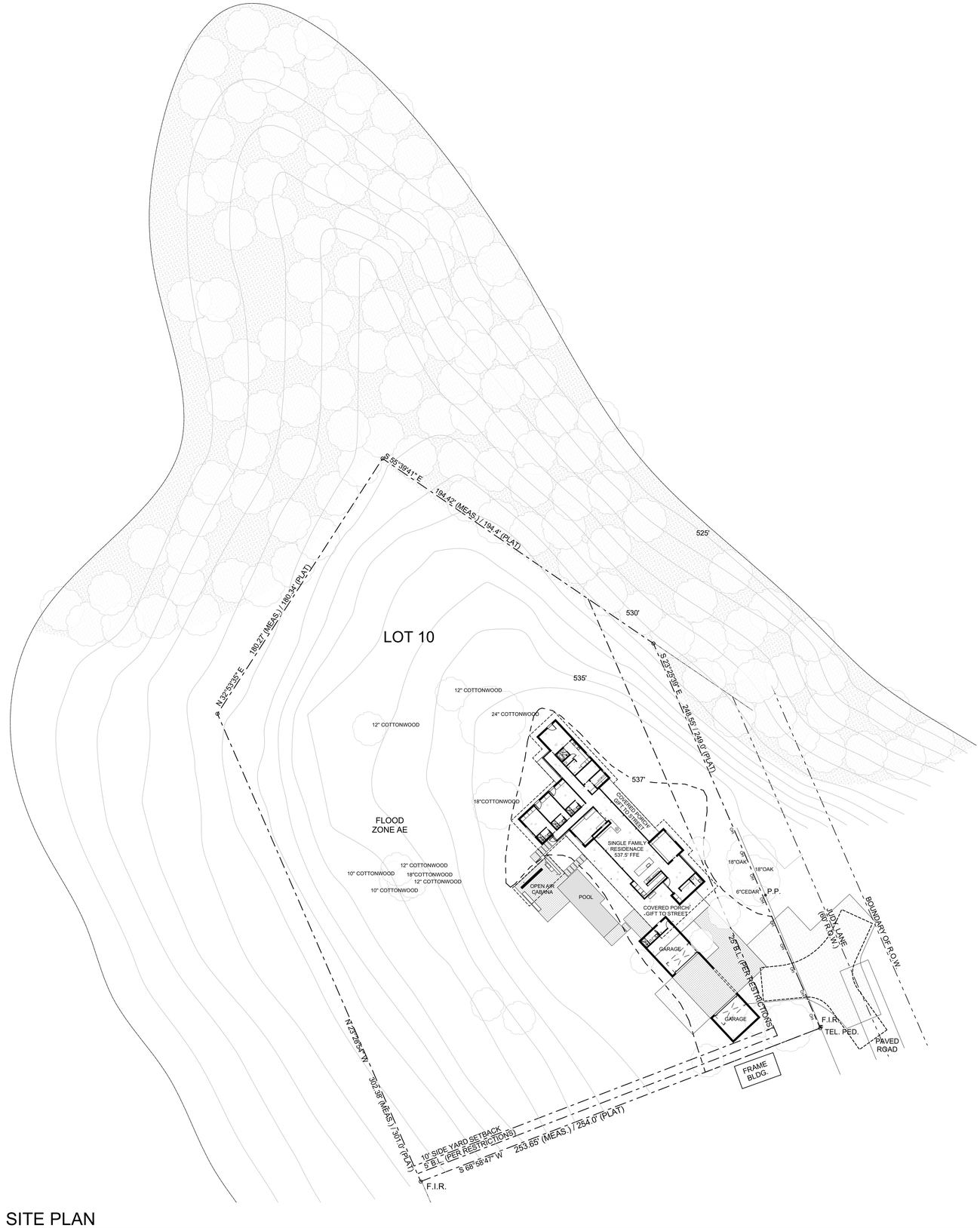
PRIOR TO CONSTRUCTION, VERIFY ALL EASEMENTS, PROPERTY DIMENSIONS, SETBACKS, SITE RESTRICTIONS, AND OTHER DEVELOPMENT RESTRICTIONS WITH ALL APPLICABLE DEVICES INCLUDING SURVEY, CITY RESTRICTIONS, SOILS TESTS, AND DEED RESTRICTIONS.

SUBMIT ALL VISIBLE UTILITY COMPONENTS AND LOCATIONS TO ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION

*THIS SURVEY WAS PROVIDED TO THE OWNER BY THE SURVEYOR OF RECORD SHOWN HEREIN. IT IS NOT A PART OF THE ARCHITECTS CONTRACT DOCUMENTS. THE ARCHITECT MAKES NO CLAIMS AS TO IT'S ACCURACY.

LEGAL DESCRIPTION

200 Judy Lane, Lot 10, H.C. Gentsch Subdividion, Town of Little Elm, Denton County, TX
200 Judy Lane Little Elm TX 75068



1 SITE PLAN
SCALE: 1/32" = 1'-0"

NIMMO
NIMMO.AM | 972.360.3160

PROJECT
Little Elm
200 Judy Lane Little Elm TX 75068

NOT FOR CONSTRUCTION

CONSULTANTS

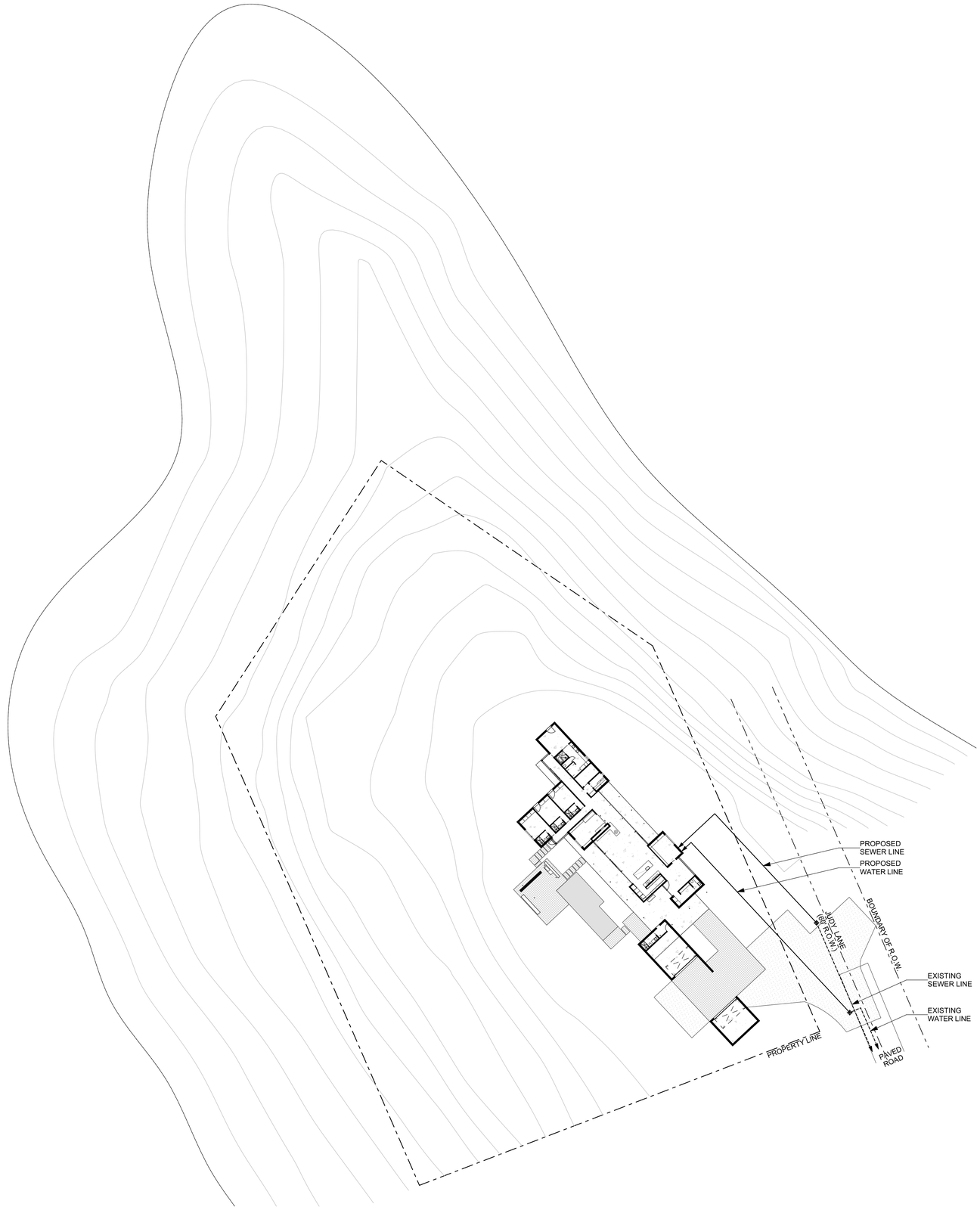
GENERAL CONTRACTOR

OWNER
Charles and Meghan Ware
201 E Eldorado Pkwy
Little Elm, TX 75068

ISSUE
PERMIT
5/31/2022

REVISIONS

A03
SITE PLAN



IMPORTANT!

PRIOR TO CONSTRUCTION, VERIFY ALL EASEMENTS, PROPERTY DIMENSIONS, SETBACKS, SITE RESTRICTIONS, AND OTHER DEVELOPMENT RESTRICTIONS WITH ALL APPLICABLE DEVICES INCLUDING SURVEY, CITY RESTRICTIONS, SOILS TESTS, AND DEED RESTRICTIONS.

SUBMIT ALL VISIBLE UTILITY COMPONENTS AND LOCATIONS TO ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION

*THIS SURVEY WAS PROVIDED TO THE OWNER BY THE SURVEYOR OF RECORD SHOWN HEREIN. IT IS NOT A PART OF THE ARCHITECTS CONTRACT DOCUMENTS. THE ARCHITECT MAKES NO CLAIMS AS TO IT'S ACCURACY.

LEGAL DESCRIPTION

200 Judy Lane, Lot 10, H.C. Gentsch Subdividion, Town of Little Elm, Denton County, TX
200 Judy Lane Little Elm TX 75068

1 PROPOSED CIVIL CONNECTIONS
SCALE: 1/32" = 1'-0"

NIMMO
NIMMO.AM | 972.360.3160

PROJECT

Little Elm
200 Judy Lane Little Elm TX 75068

NOT FOR CONSTRUCTION

CONSULTANTS

GENERAL CONTRACTOR

OWNER

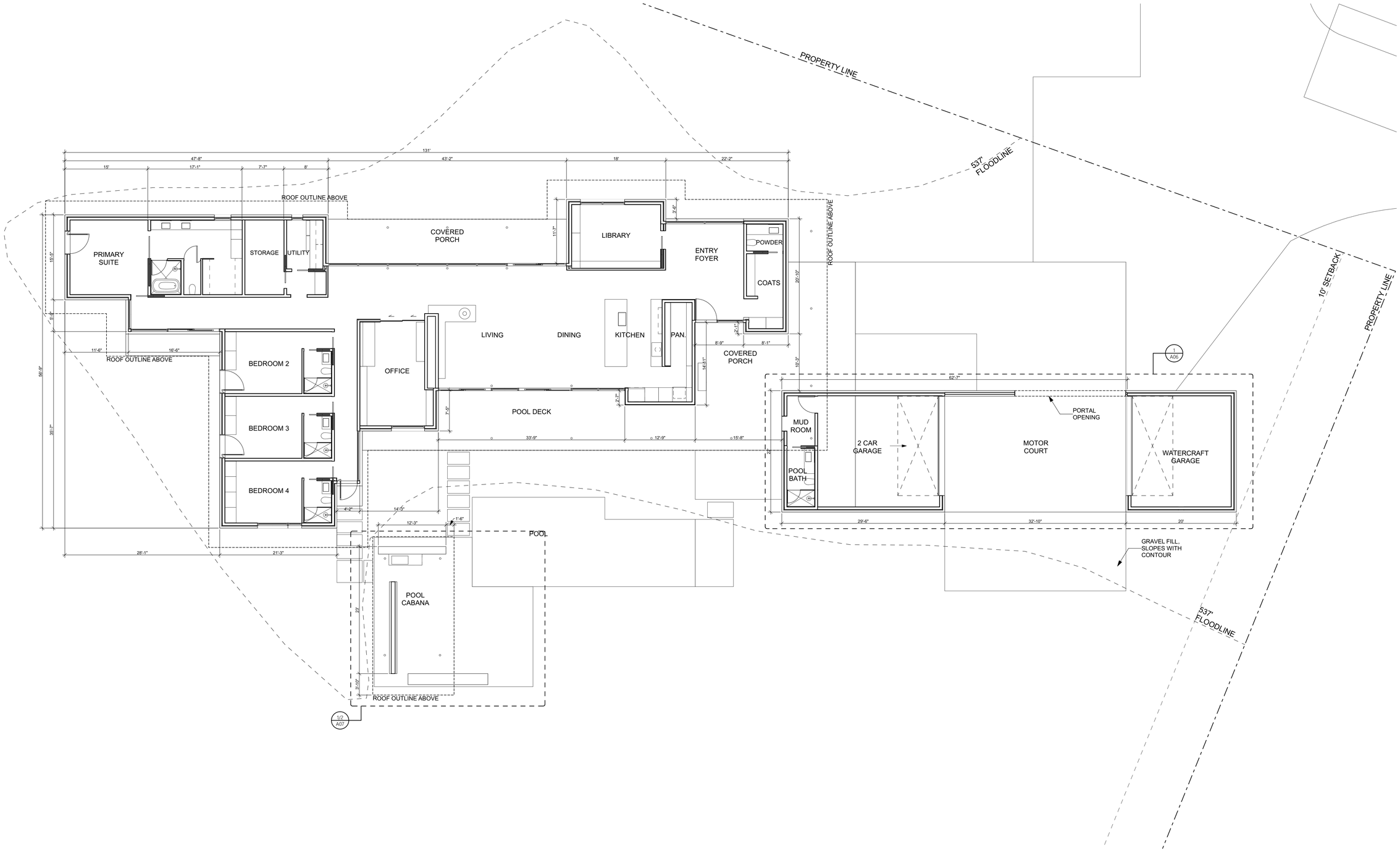
Charles and Meghan Ware
201 E Eldorado Pkwy
Little Elm, TX 75068

ISSUE

PERMIT
5/31/2022

REVISIONS

A04
PROPOSED CIVIL CONNECTIONS



1 OVERALL FLOOR PLAN

SCALE: 1/8" = 1'-0"

TN PN

IMPORTANT: HVAC, PLUMBING, AND ELECTRICAL (MEP) COORDINATION INFORMATION SHOWN ON FLOOR PLANS, ROOF PLANS, AND RCP'S DETAIL INFORMATION MAY ALSO BE ON OTHER SHEETS IN THIS SET. ANY M.E.P. DESIGN SHOWN IS PRELIMINARY BASED ON SUBCONTRACTOR INPUT. ANY FINAL DESIGN REQUIREMENTS THAT HAVE AESTHETIC OR PERFORMANCE IMPLICATIONS SHOULD BE SUBMITTED TO OWNER AND ARCHITECT FOR REVIEW.

NIMMO

NIMMO.AM | 972.360.3160

PROJECT

Little Elm

200 Judy Lane Little Elm TX 75068

NOT FOR CONSTRUCTION

CONSULTANTS

GENERAL CONTRACTOR

OWNER

Charles and Meghan Ware

201 E Eldorado Pkwy

Little Elm, TX 75068

ISSUE

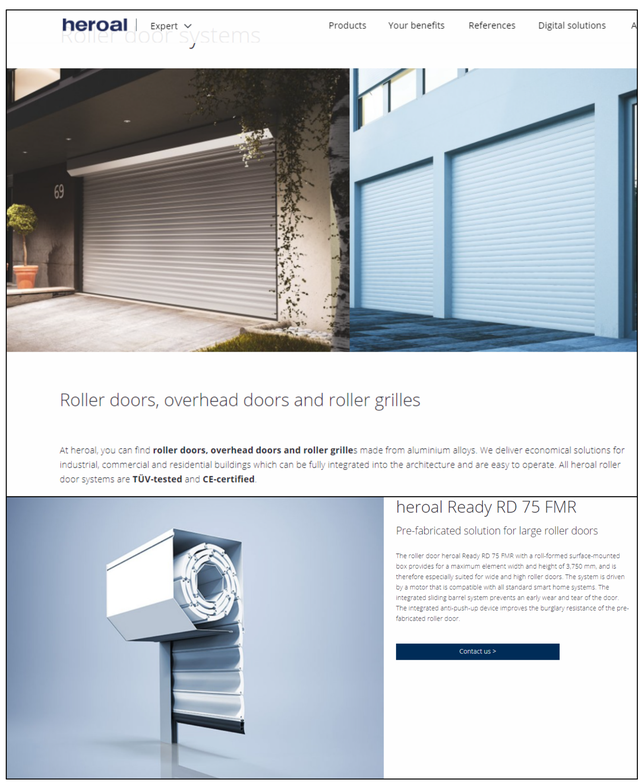
PERMIT

5/31/2022

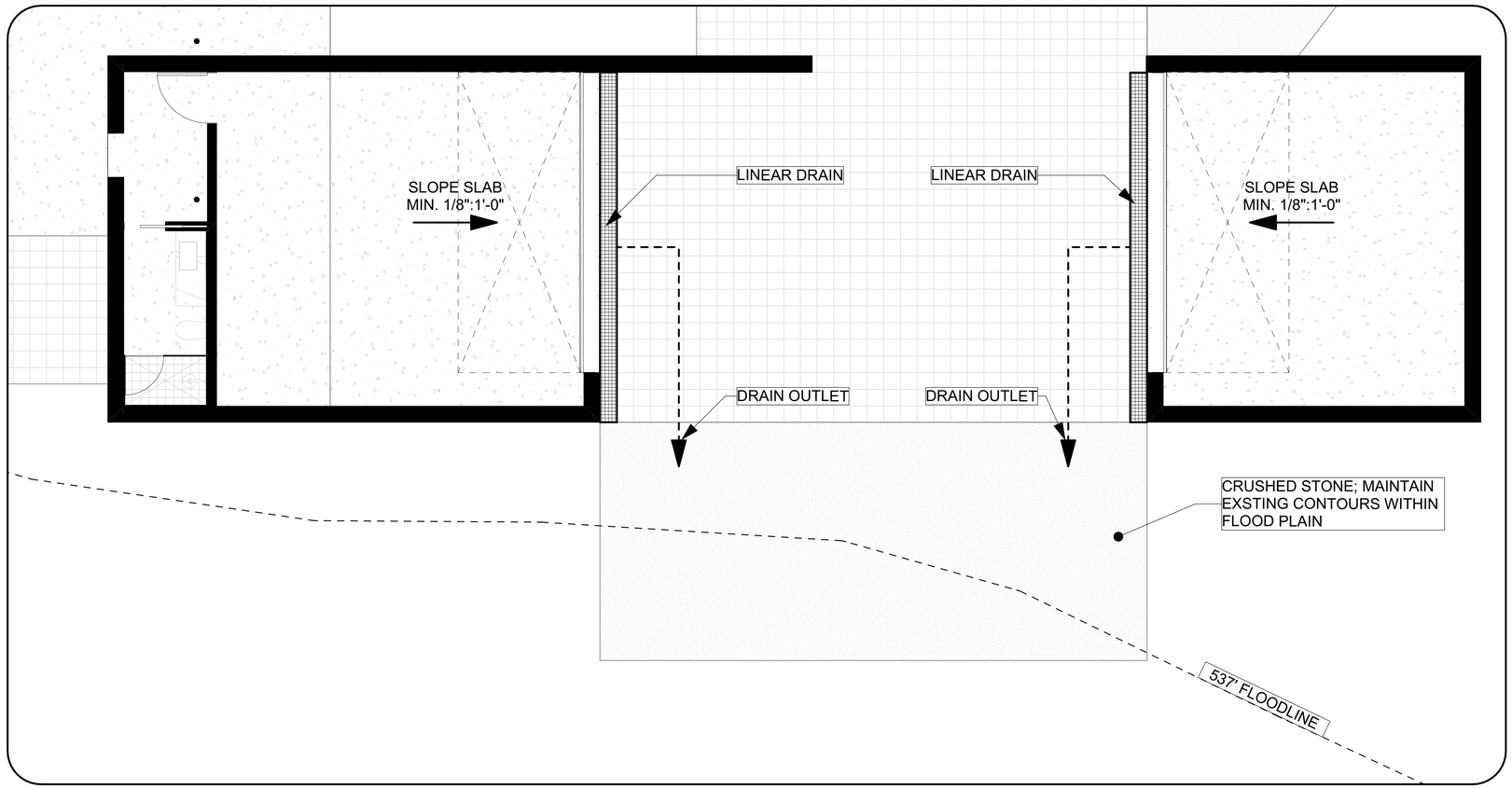
REVISIONS

A05

FLOOR PLAN OVERALL



GARAGE DOOR EXAMPLE



1 GARAGE DRAINAGE DIAGRAM
SCALE: 1/4" = 1'-0"

TN PN

NIMMO
NIMMO.AM | 972.360.3160

PROJECT
Little Elm
200 Judy Lane Little Elm TX 75068

NOT FOR CONSTRUCTION

CONSULTANTS

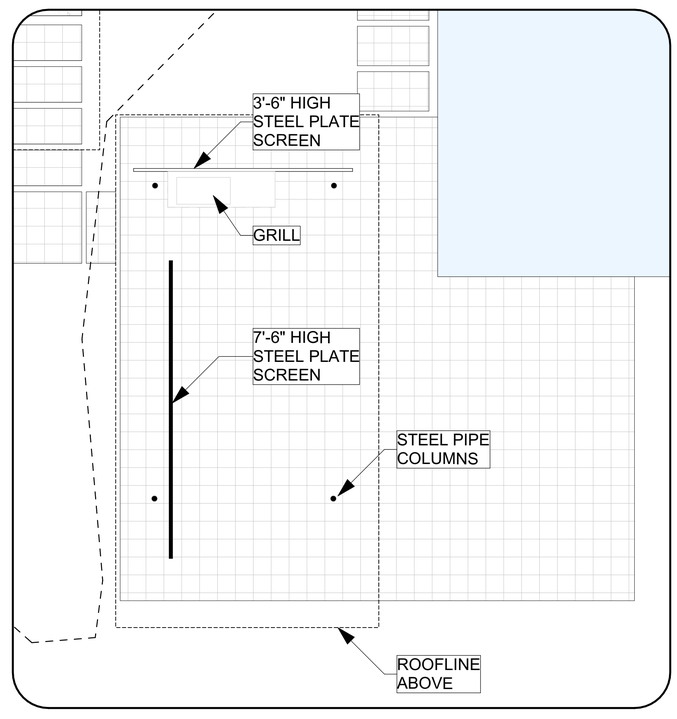
GENERAL CONTRACTOR

OWNER
Charles and Meghan Ware
201 E Eldorado Pkwy
Little Elm, TX 75068

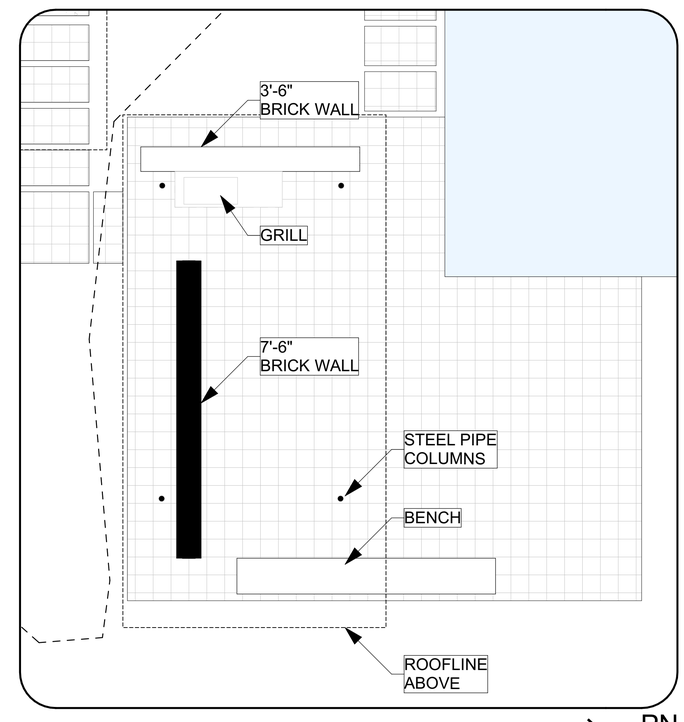
ISSUE
PERMIT
5/31/2022

REVISIONS

A06
GARAGE DRAINAGE DIAGRAM



2 CABANA OPTION 2
SCALE: 1/4" = 1'-0"



1 CABANA OPTION 1
SCALE: 1/4" = 1'-0"

TN PN

NIMMO
NIMMO.AM | 972.360.3160

PROJECT
Little Elm
200 Judy Lane Little Elm TX 75068

NOT FOR CONSTRUCTION

CONSULTANTS

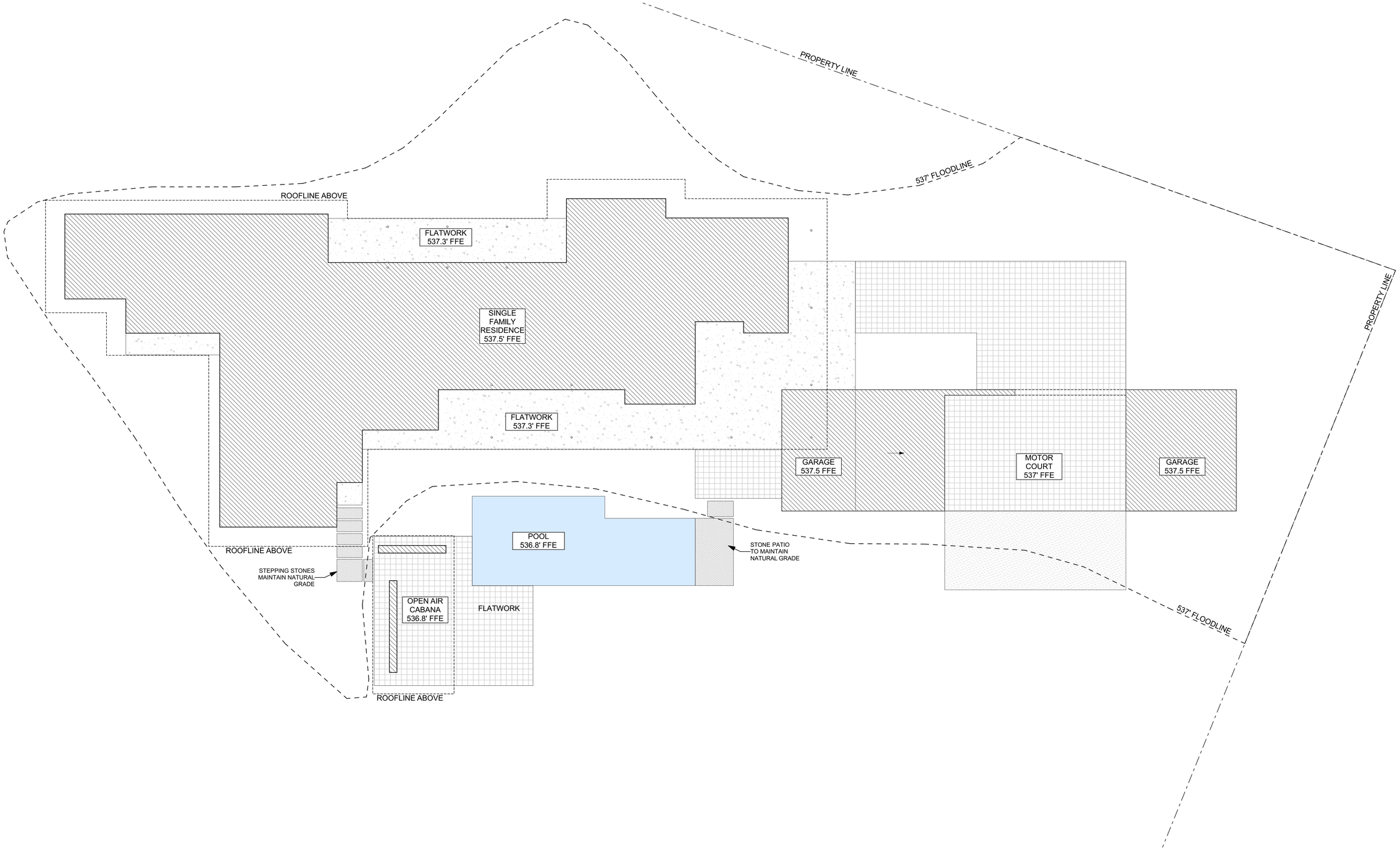
GENERAL CONTRACTOR

OWNER
Charles and Meghan Ware
201 E Eldorado Pkwy
Little Elm, TX 75068

ISSUE
PERMIT
5/31/2022

REVISIONS

A07
CABANA PLAN OPTIONS



1 BUILDING FOOTPRINT DIAGRAM

SCALE: 1/8" = 1'-0"

TN PN

NIMMO

NIMMO.AM | 972.360.3160

PROJECT

Little Elm

200 Judy Lane Little Elm TX 75068

NOT FOR CONSTRUCTION

CONSULTANTS

GENERAL CONTRACTOR

OWNER

Charles and Meghan Ware

201 E Eldorado Pkwy

Little Elm, TX 75068

ISSUE

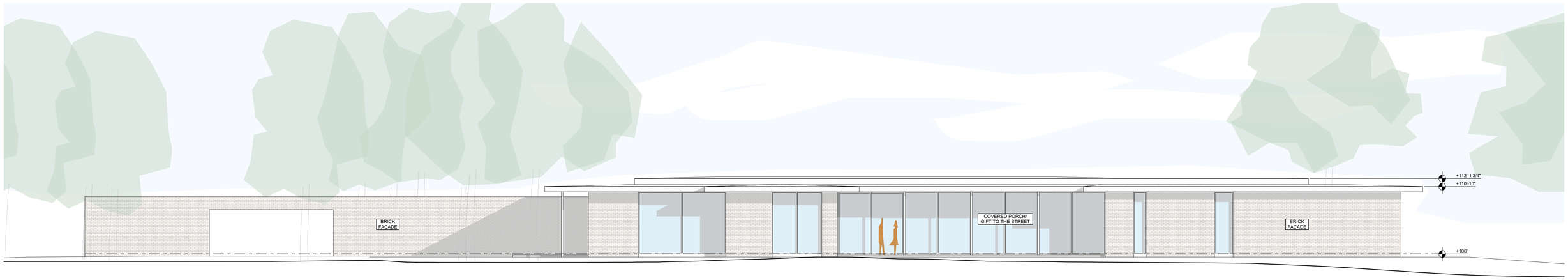
PERMIT

5/31/2022

REVISIONS

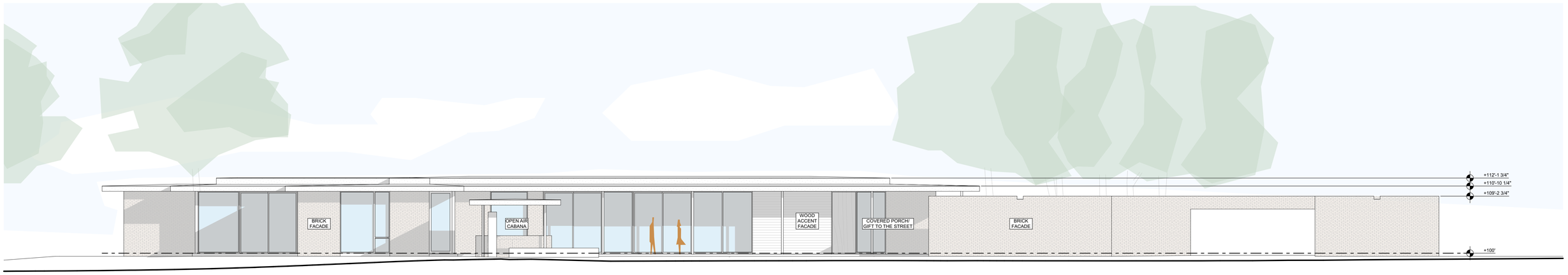
A08

BUILDING FOOTPRINT DIAGRAM



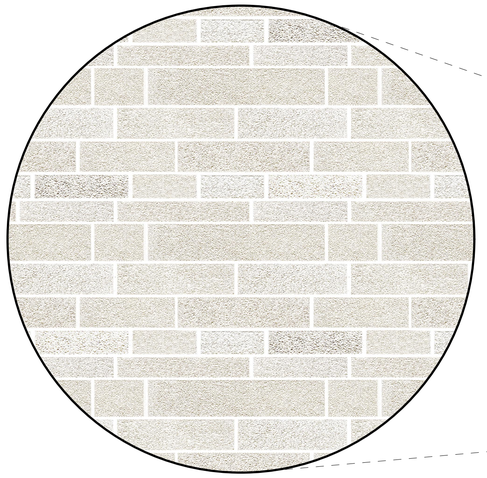
1 PLAN NORTH ELEVATION
SCALE: 1/8" = 1'-0"

100% BRICK

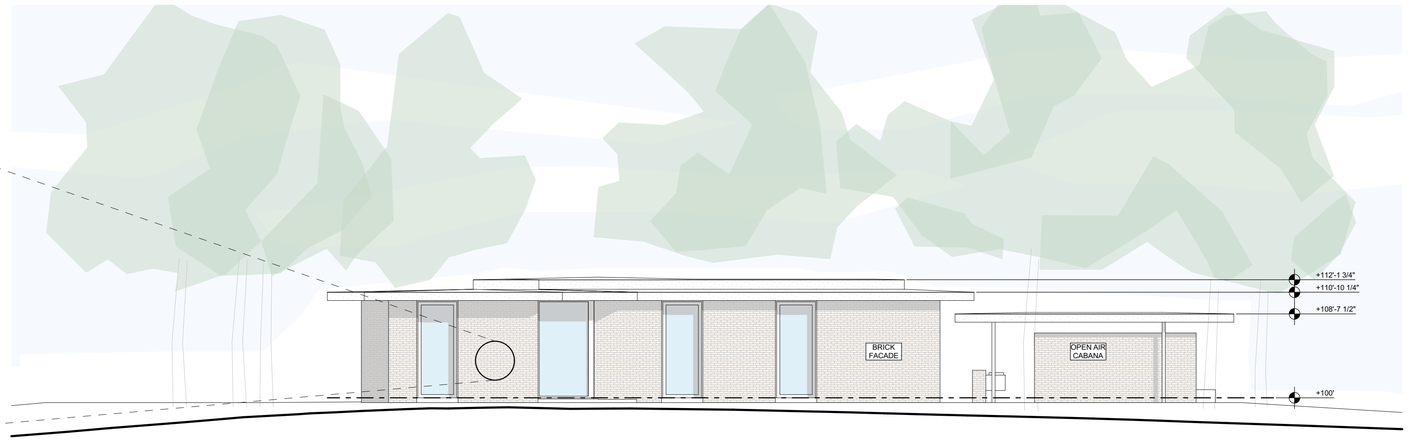


2 PLAN SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

90% BRICK
10% WOOD



TYPICAL BRICK PATTERN

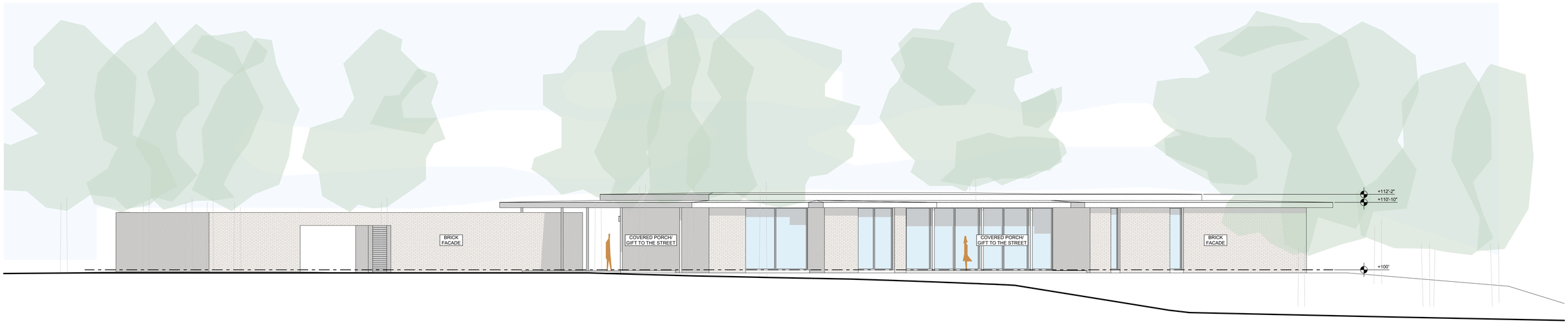


3 PLAN WEST ELEVATION
SCALE: 1/8" = 1'-0"

100% BRICK

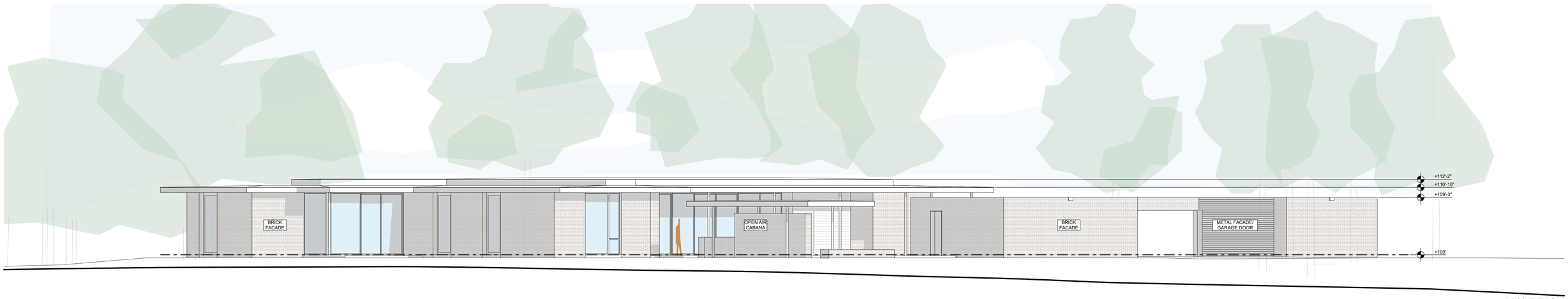
100' = F.F.E. MAIN LIVING AREA

NIMMO / 5/31/2022 / Little Elm 2109



1 TRUE EAST ELEVATION
SCALE: 1/8" = 1'-0"

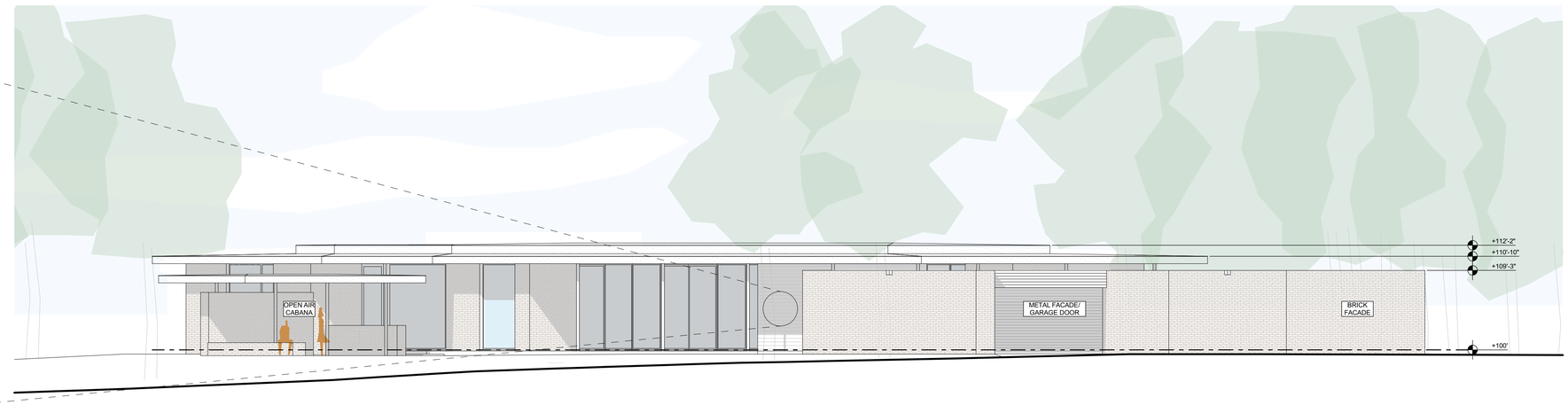
100% BRICK



90% BRICK
10% WOOD

2 TRUE WEST ELEVATION
SCALE: 1/8" = 1'-0"

TYPICAL WOOD PANELING



3 TRUE SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

90% BRICK
10% WOOD

100' = F.F.E. MAIN LIVING AREA

NIMMO / 5/31/2022 / Little Elm 2109

Date:	10/18/2022
Agenda Item #:	5. F.
Department:	Development Services
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve a **Professional Services Agreement with Cobb-Fendley & Associates regarding Development Plan Review Services for Fiscal Year 2022-2023 in an estimated amount of $130,000.**

DESCRIPTION:

In October 2021, a professional services agreement (PSA) was executed with Cobb-Fendley & Associates to provide plan review services related to new development applications for Fiscal Year 2021-2022. These services have ensured that project applications are thoroughly reviewed and meet the processing timelines established by the Development Services Department and the Texas Local Government Code.

As of October 2022, approximately 123 new development projects have been reviewed, and most of the costs have been passed through to each applicant. This proposed contract would provide the estimated funding needed to cover the anticipated number of development projects for Fiscal Year 2022-2023.

BUDGET IMPACT:

Funding for these services is allocated in the General Fund.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Proposed Agreement

Rate Schedule

Town of Little Elm, Texas
Standard Professional Services Agreement

This Agreement is made by and between the Town of Little Elm, Texas, a Texas home-rule municipality (hereinafter referred to as the "Owner") and __Cobb, Fendley & Associates, Inc.__, (hereinafter referred to as the "Consultant") for Development Plan Reviews, (hereinafter referred to as the "Project"). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Consultant hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

The Contract between the Owner and the Consultant, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last Party to execute it.

1.2. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Solicitation, Requirements and Instructions to Bidders/Proposers, the Specifications, terms and conditions, Attachments, Maps, Drawings, Scope of Service, Time Line, all Change Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Agreement.

ARTICLE 2: RECITALS

2.1 The Town desires to have the Consultant develop the program and provide necessary services to develop the same (“PROJECT”); and

2.2 The Consultant has the knowledge, ability and expertise to provide such services; and

2.3 The Town desires to engage the services of Consultant, as an independent Consultant and not as an employee, to provide services as set forth herein.

ARTICLE 3: TERM / TERMINATION

3.1 TERM

The term of this Agreement shall begin on October 1, 2022. This Agreement shall continue until Consultant completes the services required herein to the satisfaction of the Town, unless sooner terminated as provided herein.

3.2 TERMINATION

This Agreement may be suspended or terminated by either Party with or without cause at any time by giving written notice to the other Party. In the event suspension or termination is without cause, payment to the Consultant, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by Town to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to Town.

In the event that the Town requires a modification of this Agreement with Consultant, and in the event the Parties fail to agree upon a modification of this Agreement, the Parties shall have the option of terminating this Agreement. Payment to Consultant shall be made by the Town in accordance with the terms of this Agreement, for the services mutually agreed upon by the Parties to be properly performed by the Consultant prior to such termination date.

ARTICLE 4: SCOPE OF SERVICES

4.1 SCOPE

The following services, when authorized in writing by a Notice to Proceed from the Town, shall be performed by Consultant in accordance with the Town's requirements:

> Review residential and commercial development plans submitted to the Town by Developers / Engineers for compliance with Town and State design codes.

If there is a conflict between the above quoted subjects and Exhibit A, then such conflict shall be resolved pursuant to the provisions of Section 10.9, below.

4.2 AUTHORIZED AGENT

All work performed by the Consultant will be performed under this Agreement, signed by a duly authorized agent of the Town as approved by resolution of the Town Council of the Town of Little Elm, Texas, and the designated authorized agent for the Consultant.

ARTICLE 5: COMPENSATION / PAYMENT TERMS AND CONDITIONS

5.1 Compensation for the performance of Professional Services described herein shall be paid to Consultant by the Town in a total amount not to exceed One Hundred Thirty Thousand dollars ($130,000) which shall accrue and be payable as provided in Sections 5.1 and 5.2 hereof.

5.2 Work will be performed at the rates set forth in Exhibit A: 2022 Standard Rate Schedule, which is attached hereto and incorporated herein by reference, or as otherwise provided in negotiated fee schedules approved within this Agreement, if any.

5.3 Consultant payment for work under this Agreement shall be made in installments billed not more frequently than once each month upon receipt of invoices from the Consultant. If the Town fails to make any payment due the Consultant within thirty (30) days after receipt of Consultant's invoice, the amounts due the Consultant will be increased at the rate of 1.5% per month from said thirtieth day, unless there is a good faith refusal by the Town to pay. Payment shall be remitted to Consultant by Town as instructed on invoices.

ARTICLE 6: TIME FOR COMPLETION

6.1 The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Assigned Project(s) through completion of the project(s).

6.2 If the Town fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation, but in no event shall such compensation exceed the scope of services schedule of maximum payment unless a written amendment to this Agreement is executed between the Parties.

ARTICLE 7: INDEMNIFICATION

7.1 THE CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE TOWN, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE CONSULTANT, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE

UNDER THE CONSULTANT'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE CONSULTANT SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO CONSULTANT AS A MATTER OF LAW.

7.02 NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF GOVERNMENTAL IMMUNITY IN FAVOR OF ANY PARTY.

7.03 CONSULTANT AGREES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OF THE TOWN, AND THAT CONSULTANT IS SUBJECT, AS AN EMPLOYER, TO ALL APPLICABLE UNEMPLOYMENT COMPENSATION STATUTES, SO FAR AS TO RELIEVE THE TOWN OF ANY RESPONSIBILITY OR LIABILITY FROM TREATING CONSULTANT'S EMPLOYEES AS EMPLOYEES OF TOWN FOR THE PURPOSE OF KEEPING RECORDS, MAKING REPORTS OR PAYMENTS OF UNEMPLOYMENT COMPENSATION TAXES OR CONTRIBUTIONS. CONSULTANT FURTHER AGREES TO INDEMNIFY AND HOLD THE TOWN HARMLESS AND REIMBURSE IT FOR ANY EXPENSES OR LIABILITY INCURRED UNDER SAID STATUTES IN CONNECTION WITH EMPLOYEES OF CONSULTANT.

7.04 CONSULTANT SHALL DEFEND AND INDEMNIFY AND HOLD THE TOWN HARMLESS FROM ANY AND ALL CLAIMS, SUITS OR LIENS BASED UPON OR ALLEGED TO BE BASED UPON THE NON-PAYMENT OF LABOR, TOOLS, MATERIALS, EQUIPMENT, SUPPLIES, TRANSPORTATION AND MANAGEMENT COSTS INCURRED BY CONSULTANT IN PERFORMING THIS AGREEMENT.

ARTICLE 8: INSURANCE

8.1 Insurance

The Consultant shall provide and maintain insurance as listed in the insurance requirements document.

ARTICLE 9: DEFAULT

In the event Consultant fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within thirty (30) days after written notice by Town to Consultant, Town may, at its sole discretion without prejudice to any other right or remedy.

(a) Terminate this Agreement and be relieved of the payment of any further consideration to Consultant except for all work determined by the Town to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Consultant to and from meetings called by the Town at which Consultant is required to attend, but shall not include any loss of profit of Consultant. In the event of such termination, the Town may proceed to complete the services in any manner deemed proper by the Town, either by the use of its own forces or by resubmitting to others. Consultant agrees that any costs incurred to complete the services herein provided for may be deducted and paid by the Town out of such monies as may be due or that may thereafter become due to Consultant under and by virtue of this Agreement.

(b) The Town may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Consultant.

ARTICLE 10: MISCELLANEOUS

10.1 Reuse of Documents:

All documents including Maps, Plans and Specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service; and Consultant shall retain ownership and property interest therein whether or not the work is completed. The Town may make and retain copies of any plans or specifications provided under this Agreement for the use by Town and others; such documents are not intended or suitable for reuse by Town or others on extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the Town's sole risk and without liability to the Consultant.

10.2 Entire Agreement.

This Agreement constitutes the sole and only Agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties with respect to this subject matter.

10.3 Assignment.

Neither this Agreement nor any duties or obligations under it shall be assignable by Consultant without the prior written consent of the Town. In the event of an assignment by Consultant to which the Town has consented, the assignee or the assignee's legal representative shall agree in writing with the Town to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained in this Agreement.

10.4 Adjustments in Services/Amendment.

This Agreement may be amended by the mutual written agreement of the Parties. Consultant shall not make any claims for extra services, additional services or changes in the services without a written agreement with the Town prior to the performance of such services.

10.5 Governing law.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Denton County, Texas.

10.6 Notices.

All notices required by this Agreement shall be in writing and addressed to the following, or such other Party or address as either Party designates in writing, by certified mail, postage prepaid or by hand delivery:

Town of Little Elm	**Cobb, Fendley & Associates, Inc.**
Purchasing	Ted B. Sugg, Principal
100 W. Eldorado Pkwy	2801 Network Blvd, Suite 800
Little Elm, TX 75068	Frisco, TX 75034
214-975-0411	972-335-3214
purchasing@littleelm.org	tsugg@cobbfendley.com

10.7 Legal construction.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.8 Successors and Assigns.

(a) The Town and Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of Town and Consultant are hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other Party in respect of all covenants and obligations of this Agreement.

(b) Neither the Town nor the Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other Party, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

(c) Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Consultant, subcontractor, supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the Town and the Consultant.

10.9 Conflict.

If a conflict exists between this Agreement, and an Exhibit, the Solicitation, and/or the Response, then such conflicts shall be resolved as follows:

(a) If a conflict exists between this Agreement and an Exhibit, the Solicitation, or the Response, then this Agreement shall control.

(b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.

(c) If a conflict exists between the Response and the Solicitation, the Solicitation shall control.

10.10 Severability

Any provision or part of this Agreement that is held to be void or unenforceable under any law or regulation or by a court of competent jurisdiction shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the Town and the Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.11 Captions

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretations of the provisions set forth herein.

10.12 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this the ___ day of _____, 2022.

TOWN OF LITTLE ELM	**CONSULTANT**
_____	_____
Matt Mueller, Town Manager	

Exhibit A: 2022 Standard Rate Schedule

EXHIBIT A

CobbFendley

2022 Standard Rate Schedule

Senior Engineer V or Principal	$314.00/HR
Senior Engineer IV or Project Manager V	$314.00/HR
Senior Engineer III or Project Manager IV	$292.00/HR
Senior Engineer II or Project Manager III	$254.00/HR
Senior Engineer I or Project Manager II	$238.00/HR
Engineer III or Project Manager I	$184.00/HR
Engineer II	$163.00/HR
Engineer I	$135.00/HR
Graduate Engineer II	$124.00/HR
Graduate Engineer	$113.00/HR
Sr. Project Coordinator…	$150.00/HR
Project Coordinator.	$103.00/HR
Senior Technician III (GIS, Telecom, Utility, CAD, Field)	$179.00/HR
Senior Technician II (GIS, Telecom, Utility, CAD, Field)	$156.00/HR
Senior Technician I (GIS, Telecom, Utility, CAD, Field)	$135.00/HR
Technician III (GIS, Telecom, Utility, CAD, Field)	$108.00/HR
Technician II (GIS, Telecom, Utility, CAD, Field)	$88.00/HR
Technician I (GIS, Telecom, Utility, CAD, Field)	$65.00/HR
Licensed State Land Surveyor	$254.00/HR
Senior Registered Professional Land Surveyor.	$227.00/HR
Registered Professional Land Surveyor	$184.00/HR
Project Surveyor.	$163.00/HR
Certified Photogrammetrist.	$215.00/HR
4 Person Survey Crew	$206.00/HR
3 Person Survey Crew	$184.00/HR
2 Person Survey Crew	$156.00/HR
1 Person Survey Crew	$113.00/HR
2 Person Hy-Drone Crew	$368.00/HR
2 Person UAV Drone Crew	$254.00/HR
Construction Manager III	$302.00/HR
Construction Manager II	$249.00/HR
Construction Manager I	$201.00/HR
Construction Observer III	$168.00/HR
Construction Observer II	$141.00/HR
Construction Observer I	$119.00/HR
Sr. Right-of-Way Agent III or ROW Project Manager III	$263.00/HR
Sr. Right-of-Way Agent II or ROW Project Manager II	$210.00/HR
Sr. Right-of-Way Agent I or ROW Project Manager I	$189.00/HR
Right-of-Way Agent III or ROW Attorney	$168.00/HR
Right-of-Way Agent II	$147.00/HR

(Continued)

Right-of-Way Agent I.....$116.00/HR
Right-of-Way Technician.....$105.00/HR
Administrative $113.00/HR
Clerical.....$86.00/HR
Field Data Device $40.00/HR/unit

SUBSURFACE UTILITY ENGINEERING

Two-Man Designating Crew (4-Hour Minimum) $184/HR

One-Man Designating Crew (4-Hour Minimum) $119/HR

Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum).....$341/HR

Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum).....$319/HR

Ground Penetrating Radar with 1 Technician (4-Hour Minimum) $281/HR

Traffic Control Officer.....@ Cost + 10%

Traffic Control (Lane Closures, etc.) ..... To Be Negotiated

Permits (Local, State, etc.).....@ Cost + 10%

Designation, Location & Traffic Control Vehicles..... $6.50/Mile

REIMBURSABLE EXPENSES

Technology Fee (*) $3.75/HR

Consultant or Specialty Contractor (Outside Firm).....@ Cost + 10%

Courier, Special Equipment Rental .....@ Cost + 10%

Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.) .....@ Cost

Mileage (Standard Car or Truck)..... IRS Approved Rate

Per Diem for Out of Town Travel (Per Day/Person) ..... GSA Standard Rate/Day

Title Plant Charges .....@ Cost + 10%

Other Misc. Expenses Related to the Project.....@ Cost + 10%

In-House Reproduction:

- Copies (Up to 11” x 17”).....$0.15/Each
- Color Prints (Up to 11” x 17”).....$1.50/Each
- Color Prints (Larger than 11” x 17”) .....$3.00/Sq. Ft.
- Bluelines (All Sizes).....$1.00/Each
- Bond Prints (All Sizes).....$2.00/Each
- Mylar Prints $12.00/Each
- Vellum Prints $9.00/Each

(*) Technology charges added to each billable man-hour.

Date:	10/18/2022
Agenda Item #:	5. G.
Department:	Community Services
Strategic Goal:	Ensure strong relationship within the community and region
Staff Contact:	Chad Hyde, Director of Community Services

AGENDA ITEM:

Consider Action to Approve the **Cottonwood Creek Marina Revised and Restated Concession Agreement.**

DESCRIPTION:

The Town of Little Elm entered into a concession agreement with Benjamin R. Miller in 1999 that subleased a portion of Cottonwood Park to Miller for uses that allowed the development and operation of a marina known as the Cottonwood Creek Marina.

On October 20, 2020, the Town entered into a new lease agreement with the United States through the Department of the Army, identified as Lease No. DACW63-1-01-0546 until January 31, 2045. The Town and Miller desire to replace the original agreement to reflect the terms of the Corps Lease, and to make other changes deemed desirable to the parties, through the revised agreement.

The subleased property is approximately 52 acres. Cottonwood Creek Marina leases the property "as is" and with all faults and defects, if any, whether known or unknown, and without warranty of any kind from the Town.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends the approval.

Attachments

CCM Agreement

REVISED AND RESTATED CONCESSION AGREEMENT FOR COTTONWOOD CREEK MARINA

This Revised and Restated Concession Agreement for Cottonwood Creek Marina ("**Revised Agreement**") is made and entered into to be effective October 18, 2022, between the Town of Little Elm, Texas, a Texas home-rule municipality ("**Town**"), whose address for the purposes of this Agreement is 100 West Eldorado Parkway, Little Elm, Texas 75068, and Cottonwood Creek Marina, Inc., a Texas corporation ("**CCM**"), whose address for the purposes of this Agreement is 900 Lobo Lane, Little Elm, Texas 75068. The Town and CCM are sometimes referred to herein together as the "**Parties**" and separately as a "**Party**."

RECITALS

WHEREAS, there is an area located within the Town known as Cottonwood Park, which is owned by the United States and controlled by the Department of the Army through the United States Army Corps of Engineers ("**Corps**"); and

WHEREAS, beginning in 1996, the Corp and the Town entered into a series of leases that allowed the Town use of Cottonwood Park subject to the terms and conditions of those leases; and

WHEREAS, under the authority of those leases, the Town entered into a concession agreement with Benjamin R. Miller ("**Miller**") in 1999 that subleased a portion of Cottonwood Park to Miller for uses that allowed the development and operation of a marina known as the Cottonwood Creek Marina (the "**Marina**"); and

WHEREAS, that original concession agreement was dated April 28th, 1999, and subsequently amended January 17, 2001, and further amended on September 7, 2005, and as thereafter assigned from Miller to CCM (hereinafter referred to collectively as the "**Original Agreement**"); and

WHEREAS, both Parties acknowledge and agree that there are no existing defaults under the Original Agreement as of the date of this Revised Agreement; and

WHEREAS, on October 20, 2020, the Town entered into a new lease agreement with the United States through the Department of the Army, which lease is identified as Lease No. DACW63-1-20-0550 ("**Corps Lease**"), which Corps Lease replaced Lease No. DACW63-1-01-0546, and which Corps Lease runs from February 1, 2020, until January 31, 2045, and a true and correct copy of which is attached hereto as ***Exhibit A***; and.

WHEREAS, the Parties desire to replace the Original Agreement to reflect the terms of the Corps Lease, and to make other changes deemed desirable to the Parties, through this Revised Agreement; and

WHEREAS, the land subject to this Revised Agreement is approximately **52 acres,** as more particularly described by metes and bounds and graphically portrayed in ***Exhibit B***, and hereinafter referred to as the "**Subleased Property**;" and

WHEREAS, upon the effective date of this Revised Agreement, the Parties desire for the Original Agreement to become ineffective and no longer in force or effect.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, and subject to the terms, provisions and conditions of this Revised Agreement, and each in consideration of the duties, covenants and obligations of the other hereunder, the Town does hereby grant to CCM the right to operate the Marina and related uses as set forth in this Revised Agreement on the Subleased Property and CCM does hereby agree to use such Subleased Property as provided for in this Revised Agreement.

Section 1. Corps Lease.

1.1. This Revised Agreement is subject and subordinate to the Corps Lease attached hereto as ***Exhibit A***. CCM expressly agrees and understand that all of the terms, conditions, privileges, and obligations set forth in the Corps Lease applicable to the Subleased Property are binding on CCM as if those obligations were expressly and fully set forth herein. The identification of, or reference to, any particular provision from the Corps Lease in this Revised Agreement shall in no way be construed as an agreement or indication that all other provisions from the Corps Lease, which are not identified or referenced with particularity in this Revised Agreement, are not equally applicable to the Subleased Property. In the event of a conflict between the terms of this Revised Agreement and the Corps Lease, the Corps Lease shall control.

Section 2. Subleased Property.

2.1 The Subleased Property is approximately 52 acres, as more particularly described by metes and bounds and graphically portrayed in ***Exhibit B***. The Town does hereby grant unto CCM, and CCM does hereby accept such grant from the Town as a concessionaire, the use of the Subleased Property to have and to hold for the term of this Revised Agreement, all upon and subject to the terms and conditions set forth in this Revised Agreement and the Corps Lease.

2.2. CCM accepts the Subleased Property "as is" and with all faults and defects, if any, whether known or unknown, and without warranty of any kind from the Town as to the status, condition, suitability, merchantability, habitability, or fitness for any particular purpose given in connection with this Revised Agreement, provided, however, that the Town agrees to remove and remediate the cinderblock vault bathroom located outside of the Subleased Property but within Cottonwood Park in accordance with applicable rules and regulations.

Section 3. Use of Subleased Property.

3.1 The Subleased Property shall be used and occupied for the operation of the Marina and related commercial uses that promote the recreational development and use of Cottonwood Park by the general public. All uses of the Subleased Property shall be in strict conformity with the annual Plan of Operation and Maintenance, and Development Plan for Cottonwood Park and Cottonwood Marina (hereinafter referred to collectively as the "**Development Plan**"), which

Development Plan is attached as Exhibit C to the Corps Lease. Such uses shall include, but are not necessarily be limited to, the following: (a) storage facilities for privately owned boats and water crafts; (b) the provision of rental boats and boat clubs; (c) the servicing and repair of privately owned boats and water crafts; (d) the sale of petroleum-based products; (e) the sale of food and beverages, (f) the sale of fishing tackle, fish bait, and other supplies; (g) the provision of guide services; (h) the transportation by boat; and (i) providing for overnighters. CCM agrees not to use or permit the use of the Subleased Property for any purpose which is illegal or which, in the Town's reasonable opinion, creates a nuisance or which would increase the cost of the Town's insurance coverage with respect to the Subleased Property. CCM agrees to continue to operate the Marina as a top-quality marina establishment throughout the duration of this Revised Agreement. In the event the Subleased Property is to be used for any purpose or function other than those listed in (a) through (i) of this paragraph, CCM must first receive approval of any such proposed use from both the Town, and the Real Estate Contracting Officer, or the Real Estate Contracting Officer's appointed designee, as set forth in the Corps Lease.

3.2 CCM will maintain the Subleased Property in a clean and healthful condition, and shall comply with all laws, orders, ordinances, rules, and regulations (state, federal, municipal, and other agencies or bodies having any jurisdiction thereof) with reference to use, condition, or occupancy of the Subleased Property.

3.3 CCM currently uses approximately 2.9 acres of Cottonwood Park for the storage of trailers as well as equipment, replacement and salvage parts, and other items. CCM agrees to relocate its on-land storage to an area within the Subleased Property (the "**Future Storage Area**"). CCM agrees to construct and install fencing around the Future Storage Area at its own expense. The Town agrees to cause any required tree clearing and mitigation to be done at the Town's expense. The Town also agrees to plant live screening material in specific areas determined by the Town outside the CCM lease area. Upon completion of the Town's obligations set forth in this Section 3.3, CCM agrees to diligently pursue completion of its obligations set forth in this Section 3.3, subject to CCM's ability to obtain required permits and governmental approvals, and subject to Force Majeure as described in Section 21.8 below. If CCM fails to complete the improvements by December 31, 2024,the rent described in Section 5 will automatically increase to 5% beginning of January 1, 2025.

3.4 CCM currently utilizes two parking areas, being the parking area constructed in 2022 as well as the previously existing parking area, both of which are located within the Subleased Property as shown on ***Exhibit E*** attached hereto and incorporated herein. In the event that CCM determines that it requires additional parking in the future, CCM shall have the right to further expand its parking area to include the area identified as "Future Parking" on page 2 of ***Exhibit E***. The Town shall not take any action that inhibits or adversely affects CCM or its customers from accessing the parking areas and/or the Marina. The Town shall install signs at Cottonwood Park (i) directing park visitors and other members of the public to park in the Town's designated parking areas, and (ii) stating that CCM's parking areas are reserved for the Marina. The Town also agrees that it will remove and salvage the existing gate from its current location and move to a storage location specified by the Marina. Furthermore, in the event that a restaurant is developed, as referenced in Section 4.4, below, the Town shall cause a parking study to be completed for the purpose of determining if the then existing parking will be sufficient to park the restaurant users

as well as the Marina. If the study reveals that additional parking is necessary to accommodate the additional traffic to be generated by the proposed restaurant, then the Town shall, at its cost or the cost of the restaurant developer, cause the then existing parking area to be expanded to account for and to offset the additional parking that will be necessary due to the development of the proposed restaurant.

3.5 CCM currently has one above ground storage tank on the Subleased Property that can hold approximately 8,000 gallons of fuel. CCM anticipates that it will eventually require one or more additional above ground storage tanks to increase CCM's fuel storage capacity. The Town agrees that CCM shall have the right to install one or more additional above ground storage tanks up to 16,000 gallons for fuel storage purposes on a portion of the Subleased Property within the area that the existing above ground storage tank is located as well as the area surrounding such tank. CCM shall have the right to expand the fenced area surrounding the tanks to accommodate this expanded fuel storage capacity. CCM agrees to improve the aesthetics of the existing storage area including, but necessarily limited to, cleaning and painting the tank, and replacing the screening fence with a minimum 10' stained board on board cedar fence. Any other materials must exceed that standard and be approved by the Town.

3.6 The Parties anticipate that the Town's development of a portion of the Subleased Property and/or areas near the Subleased Property will increase the amount of pedestrian activity on the Subleased Property. Accordingly, the Town agrees that whatever security measures the Town implements for the portion of the Subleased Property that the Town develops, the Town will also provide those same measures for the remainder of the Subleased Property, primarily the Marina, CCM's parking area, and the storage areas. At a minimum, the Town agrees to cause nightly patrols of the Subleased Property to occur. The Parties will cooperate in good faith and will assess the situation from time to time in order to determine what specific security measures are appropriate at the time, which may vary from one area of the Subleased Property to another.

3.7 The Town operates a recreational facility for baseball purposes (the "**Baseball Complex**") near or adjacent to the Subleased Property. The Town shall allow patrons of the Marina to use the Baseball Complex's parking lot, subject to and in accordance with the rules, standards, and regulations adopted by the Town.

3.8 The Town agrees that CCM has the 1st right of refusal to (a) operate a marina within the Town, and (b) provide motorized boat rentals within the Town. The parties acknowledge and agree that CCM has the right to construct and maintain up to seven hundred forty (740) wet slips within the Subleased Property, including the wet slips currently located within the Subleased Property.

3.9 The Town shall use its best efforts to prevent light pollution from affecting the Marina, or any other portion of the Subleased Property, caused by any lights installed or used by the Town in any areas near or adjacent to the Subleased Property.

Section 4. Term.

4.1 Initial Term. Subject to all of the terms and conditions set forth herein, or in any appendix hereto, the initial term of this Revised Agreement shall be for a period beginning at 12:01 a.m. on **October 18, 2022** (the "**Commencement Date**"), and ending at 11:59 p.m. on **January 31, 2045** (the "**Termination Date**"), or on such earlier date as may be provided herein. The initial term of this Revised Agreement runs commensurate with the term of the Corps Lease with the Town for Cottonwood Park. In the event that the Corps Lease is revoked by the Corps, and the Town no longer has any right to sublease the Subleased Property, this Revised Agreement shall expire commensurate with the revocation of the Corps Lease. The Town shall take all reasonable actions to prevent the Corps Lease from being revoked.

4.2 Option to Extend Term for 15-Years. If the Town exercises its option, as set forth in paragraph 1 of the Corp Lease, to extend the original term of the lease for a term of fifteen (15) years, CCM may, if not in default of this Revised Agreement, exercise an option to extend this Revised Agreement for an additional fifteen (15) year period to run contemporaneously with the Town's fifteen (15) year extension subject to the terms and conditions of this Revised Agreement (the "**First Extension Term**"). Unless CCM provides the Town with written notice of its intention not to extend this Revised Agreement at least six (6) months before the term expires on January 31, 2045, this Revised Agreement will extend automatically and the extended term will begin on the day that the fifteen (15) year extension of the Corps Lease commences and shall expire when the fifteen (15) year extension of the Corps Lease expires. All the terms and covenants of this Revised Agreement apply to the extended term, if any, except for those expressly addressed herein.

4.3 Option to Extend Term for Second Extension of 10-Years. In the event that this Revised Agreement is extended for the 10-year term authorized in Section 4.2, and the Town exercises its option, as set forth in paragraph 1 of the Corp Lease, to extend the term of the lease for an additional extension of ten (10) years, CCM may, if not in default of this Revised Agreement, exercise an option to extend this Revised Agreement for an additional ten (10) year period to run contemporaneously with the Town's ten (10) year extension subject to the terms and conditions of this Revised Agreement (the "**Second Extension Term**"). Unless CCM provides the Town with written notice of its intention not to extend this Revised Agreement at least six (6) months before the fifteen (15) year term extension expires, this Revised Agreement will extend automatically and the extended term will begin on the day that the ten (10) year extension of the Corps Lease commences and shall expire when the ten (10) year extension of the Corps Lease expires. All the terms and covenants of this Revised Agreement apply to the extended term, if any, except for those expressly addressed herein.

4.4 Right of First Refusal. CCM shall have a right of first refusal to develop the restaurant shown in ***Exhibit C*** to this Revised Agreement and under such terms as the Parties may negotiate regarding such uses. CCM must have a letter of intent submitted to the Town prior to the Town investing in the restaurant project, provided, however, that if the Town desires to invest in the restaurant project, the Town will first provide written notice thereof to CCM with details of the restaurant project and give CCM fifteen (15) days after receipt of such notice to deliver a letter of intent to the Town prior to the Town investing in the restaurant project. CCM must act on the letter of intent within 90 days. In the event CCM does not exercise its right of first refusal under this Section 4.4 regarding a restaurant project, the Town shall communicate and consult with CCM throughout the planning process on such projects related to parking, on-water courtesy slips, and

related matters.

Section 5. Rent.

5.1 Rent. Beginning on October 18, 2022, CCM agrees to pay rent to the Town at the Town of Little Elm, 100 W. Eldorado Parkway, Little Elm, Texas 75068, for rent of the Subleased Property at the rate of:

(a) Three percent (3.0%) of CCM's gross revenue generated at the Subleased Property through _____, 2032, with the exception that only one percent (1.0%) of CCM's gross revenue generated at the Subleased Property shall be charged on the gross revenues from the sale of new and used boats, motors, and trailers. Commencing _____, 2032, CCM shall pay five percent (5.0%) of CCM's gross revenue generated at the Subleased Property through the end of the Initial Term of this Agreement, as well as during the First Extension Term as described in Section 4 above if CCM elects to extend the original term of this Revised Agreement for the First Extension Term in accordance with Section 4.2 above, with the exception that only one percent (1.0%) of CCM's gross revenue generated at the Subleased Property shall be charged on the gross revenues from the sale of new and used boats, motors, and trailers. If CCM elects to further extend the term of this Revised Agreement for the Second Extension Term in accordance with Section 4.3 above CCM shall pay six percent (6.0%) of CCM's gross revenue generated at the Subleased Property throughout the Second Extension Term, with the exception that only one percent (1.0%) of CCM's gross revenue generated at the Subleased Property shall be charged on the gross revenues from the sale of new and used boats, motors, and trailers.

(b) The term "gross revenues" means the total receipts from gross retail and commercial sales of the Marina and all its sublessees, assigns, concessionaires, operators, and licensees from all business conducted on or from the Subleased Property by CCM and all others, whether the sales are represented by cash, check, credit, charge account, exchange, or otherwise, from any and all business operations conducted under this Revised Agreement without any reductions whatsoever.

(c) The rent must be paid quarterly and payable to the Town on or before the 30th day of the month following the end of the calendar quarter. By way of example, rent for a three-month period starting on December 1, 2022, through February 28, 2022, would be due on or before March 30, 2022. On or before the date set for paying the rent as provided by this section, CCM must furnish the Town with a true and accurate statement, certified to the Town as such by CCM or its authorized representative, showing the gross revenues for the preceding three-month period.

(d) In addition to the quarterly rent payments, CCM shall pay to the Town an annual land use fee of $10,000, which fee shall be paid quarterly in four (4) equal payments of $2,500 with such payments to be made on or before the first day of each calendar quarter.

Section 6. Possession of Subleased Property.

6.1 Condition of Subleased Property. CCM acknowledges that CCM has inspected the Subleased Property, and on the basis of such inspection CCM accepts the Subleased Property, and the buildings and improvements situated thereon, as suitable for the purposes for which CCM has entered into this Revised Agreement.

6.2 Trade Fixtures. CCM has the right at all times to erect or install permitted machinery, or other trade fixtures in, on, or about the Subleased Property, as long as CCM complies with all applicable governmental laws, ordinances, and regulations regarding the fixtures including, but not necessarily limited to, the Corps Lease. All such trade fixtures, as well as all other equipment, improvements and structures including, but not limited to, the building and structures associated with the Marina shall remain the property of CCM at the termination of this Revised Agreement (including a termination by default) except as set forth in Section 15.1(f) of this Revised Agreement.

6.3 Mechanic's Lien. CCM will not permit any mechanic's lien or other similar lien to be placed on the Subleased Property or on improvements on them. If a mechanic's lien or any other similar lien is filed on the Subleased Property or on improvements on them, CCM will promptly pay said lien. If default in payment of the mechanics lien or other similar lien continues for thirty (30) days after the Town's written notice to CCM, the Town may, at its option, pay the lien or any portion of it without inquiring into its validity. Any amounts the Town pays to remove a mechanic's lien or other similar lien caused by CCM to be filed against the Subleased Property or against improvements on them, including expenses and interest, will be due from CCM to the Town and must be repaid to the Town immediately on rendition of written notice, along with interest at six percent (6.0%) per annum until repaid. In addition, the Town a may provide thirty (30) day written notice of intent to terminate this Revised Agreement in accordance with Sections 14 and 15 of this Revised Agreement should CCM fail to pay said lien. Notwithstanding anything to the contrary contained herein, the restrictions set forth in this Section 6.3 shall not apply to the deed of trust lien of a mortgagee or other lender pursuant to financing obtained by CCM.

Section 7. Maintenance of Subleased Property.

7.1 CCM Accepts Subleased Property "As Is". By taking possession of the Subleased Property, CCM shall be deemed to have accepted the Subleased Property "**AS IS**".

7.2 CCM's Maintenance of Subleased Property. CCM shall keep the Subleased Property in good, clean condition and shall at its sole cost and expense, make all needed repairs and replacements, including replacement and restoration as is required for that purpose, and every part thereof and any and all appurtenances thereto wherever located.

7.3 Town's Maintenance of Subleased Property. The Town shall have no duty to

maintain the Subleased Property or any improvements placed upon the Subleased Property with exception to roadways for park access.

7.4 Failure to Maintain Subleased Property. If CCM fails to perform its obligation to repair or maintain the Subleased Property, within a reasonable time after notice from the Town of the need for such repair or maintenance, the Town may make the repairs or perform the maintenance, or have the repairs or maintenance performed at its own expense. CCM must reimburse the Town for the reasonable expense of the repair or maintenance. Any reasonable costs incurred by the Town under this section are payable by CCM to the Town as additional rent on the next rental installment date or, if no further rental installments remain under the Revised Agreement, within thirty (30) days or when the Revised Agreement terminates, whichever occurs first.

Section 8. Utilities.

8.1 The Town covenants that the Subleased Property are served by water, sewer, electrical and gas utilities. CCM covenants and agrees to pay all charges incurred for water, sewer, electrical and gas services used in the Subleased Property, if any.

Section 9. Signage.

9.1 CCM shall have the right to erect signs on any portion of the Subleased Property subject to applicable laws, ordinances, and regulations. CCM must remove all signs when this Revised Agreement terminates and must repair any damage, including but not limited to closing any holes caused by the removal.

Section 10. Alterations and Site Improvements.

10.1 CCM may not make any alterations, additions, or improvements to the Subleased Property without the Town's prior written consent. The Town may not unreasonably withhold consent for nonstructural alterations, additions, or improvements. If any alterations, additions, or improvements to the Subleased Property are performed without the Town's prior written consent, the Town may require that the alterations, additions, or improvements to the Subleased Property be removed and the Town may impose a fine of $250 for each instance of unapproved alteration, addition or improvement to the Subleased Property. Any fine may be appealed to the Town Council within five (5) days of the fine determination. The decision of the Town Council, however, on such any fine determination shall be final.

10.2 Notwithstanding Section 10.1 of this Revised Agreement, CCM shall be authorized the construct and install improvements to the Subleased Property as depicted in ***Exhibit D*** of this Agreement.

Section 11. Liabilities.

11.1 The Town shall not be liable to CCM or to CCM's employees, agents, invitees or visitors, or to any other person, for any injury to persons or damage to property on or

about the Subleased Property or any adjacent area owned by the Town caused by the negligence or misconduct of CCM, CCM's employees, subtenants, agents, invitees, licensees or concessionaires or any other person entering the Subleased Property under express or implied invitation of CCM, or arising out of the use of the Subleased Property by CCM, and the conduct of CCM's business, or arising out of any breach or default by CCM in the performance of CCM's obligations under this Revised Agreement; and CCM hereby agrees to indemnify and hold Town harmless from any loss, expense or claims arising out of such damage or injury.

Section 12. Damage to Subleased Property.

12.1 Notice to the Town. If the Subleased Property, or any structures or improvements on it, is damaged or destroyed by fire, tornado, or other casualty, CCM must immediately give the Town written notice of the damage or destruction, including a general description of the damage and, as far as known to CCM, the cause of the damage.

12.2 Total Destruction of Subleased Property. If the Subleased Property, or any structures or improvements on it, are totally destroyed by fire, tornado, or other casualty other than by the negligence, gross negligence, or intentional tort of CCM or any person in or about the Subleased Property with CCM's express or implied consent, or if they are so damaged that rebuilding or repairs cannot reasonably be completed within two (2) years, subject to Force Majeure as defined in Section 21.8 below, and the damage exceeds the insurance recovery, this Revised Agreement will terminate, and rent will be abated for the unexpired portion of this Revised Agreement, effective as of the date of written notification as provided for in Section 12.1 of this Revised Agreement. Notwithstanding the foregoing, CCM will use best efforts to commence the rebuilding and repairs described above as soon as it is reasonably able, and will diligently pursue such rebuilding and repairs to completion.

12.3 Insurance. Any insurance which may be carried by the Town against loss or damage to the Subleased Property shall be for the sole benefit of the Town.

Section 13. Late Fee.

13.1 It is understood that the minimum rent is due on a quarterly basis (*i.e.*, at the end of every three-month period) on or before the thirtieth (30th) day after expiration of the applicable three-month period for which rent is due, without offset or deduction of any nature. By way of example, rent for a three-month period starting on December 1, 2022, through February 28, 2022, would be due on or before March 30, 2022. In the event any rental is not received within ten (10) days after the date that it is due, it is agreed that CCM will pay a late fee of five percent (5%) of the quarterly rental amount plus $10.00 per day. CCM shall pay $50.00 for each returned check. It is not intended that the late fee or any portion be construed as interest in any way. Notwithstanding anything to the contrary contained in this Section 13.1, the Parties acknowledge that for rent due in any calendar year, a "true-up" is done on or before April 30 of the following year to account for any overpayment or underpayment during the previous year based on a final accounting of such previous year. If CCM determines after April 30 of the following year that an additional true-up is required, CCM will provide such additional true-up payment to the Town

within thirty (30) days after making such determination, and the need for such additional true-up shall not trigger a late fee or default hereunder. The late fee described in this Section 13.1 shall not apply to amounts paid as part of the "true-up".

Section 14. Events of Default.

14.1 The following events shall be deemed to be events of default by CCM under this Revised Agreement:

(a) CCM shall fail to pay an installment of rent or any other obligation hereunder involving the payment of money on the date that same is due, and such failure shall continue for a period of ten (10) days after receipt of notice from the Town.

(b) CCM shall fail to comply with any term, provision, or covenant of this Revised Agreement other than as described in subsection (a) above, and shall not cure or make documented reasonable effort to cure in a form acceptable to the Town, such failure within thirty (30) days after written notice thereof to CCM.

(c) CCM, or any guarantor of CCM's obligations under this Revised Agreement, shall become insolvent, or shall make a transfer in fraud of creditors, or make an assignment for the benefit of creditors.

(d) A receiver or Trustee shall be appointed for the Subleased Property or for all or substantially all of the assets of CCM or any guarantor of CCM's obligations under this Revised Agreement.

14.2 If a Party is in default, the aggrieved Party may, in its sole discretion and without prejudice to any other right or remedy under this Revised Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief.

14.3 No Party shall be in default under the Revised Agreement until notice of the alleged failure of such Party to perform has been given (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 determined based on the nature of the alleged failure, but in no event less than 30 days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Revised 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, CCM shall be in default of his obligation to make any payment required under this Revised Agreement if such payment is not made within 20 business days after it is due.

Section 15. Effects of Event of Default.

15.1 Upon the occurrence of any of the Events of Default listed in Section 14 of this Revised Agreement, the Town shall have the option to pursue any one or more of the following remedies without any prior notice or demand.

(a) If CCM allows the rent as provided for in Section 5 of this Revised Agreement to be in arrears more than ten (10) days after written notice of the delinquency, or remains in default under any other term, provision, or covenant of this Revised Agreement for thirty (30) days after written notice from the Town, the Town may without further notice to CCM, terminate this Revised Agreement, or, in the alternative, may enter and take possession of the Subleased Property and remove all persons and property without being considered guilty of any manner of trespass and may (but is not obligated to) relet the Subleased Property (or any part of it) for all or any part of the remainder of the Revised Agreement term or any extension thereof to a party satisfactory to the Town and at the rent that the Town can secure with reasonable diligence. If the Town cannot relet after reasonable efforts to do so or if the monthly rent is less than the rent CCM was obligated to pay under this Revised Agreement, CCM must pay the Town the expense of reletting plus the amount of any deficiency in the rent.

(b) Enter upon and take possession of the Subleased Property, by force, if necessary, without terminating this Revised Agreement and without being liable for prosecution or for any claim for damages, and expel or remove CCM and any other person who may be occupying the Subleased Property or any part thereof. The Town may re-let the Subleased Property and receive the rent therefor. CCM agrees to pay to the Town monthly or on demand from time to time any deficiency that may arise by reason of any such re-letting. In determining the amount of the deficiency, the professional service fees, attorneys' fees, court costs, remodeling expenses, and all other costs of re-letting shall be subtracted from the amount of rent received under the reletting.

(c) Enter upon the Subleased Property, by force, if necessary, without terminating this Revised Agreement and without being liable for prosecution for any claim for damages, and do whatever CCM is obligated to do under the terms of this Revised Agreement.

(d) In addition to the foregoing remedies, the Town shall have the right to change or modify the locks on the Subleased Property in the event CCM fails to pay the quarterly installment of Rent when due. The Town shall not be obligated to provide another key to CCM or allow CCM to regain entry to the Subleased Property unless and until CCM pays the Town all Rent, which is delinquent. CCM agrees that the Town shall not be liable for any damages resulting to CCM from the lockout.

(e) No re-entry or taking possession of the Subleased Property by the Town shall be construed as an election to terminate this Revised Agreement unless a written notice of that intention is given to CCM.

(f) If CCM defaults under this Revised Agreement, the Town shall be considered to have a lien on all goods, chattels, or personal property of any description belonging to CCM that are placed in, or become a part of, the Subleased Property, as security

for rent due and to become due for the remainder of the current Revised Agreement term. This lien is not in lieu of, nor in any way affects the statutory landlord's lien, but is in addition to it, and CCM grants Town a security interest in all personal property placed in or on the Subleased Property for purposes of this contractual lien. This does not prevent CCM's selling any merchandise in the ordinary course of business free of the Town's lien.

15.2 If the Town is in default of any obligation under this Revised Agreement, CCM may, in its sole discretion and without prejudice to any other right or remedy under this Revised Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief.

15.3 If a dispute arises with respect to this Revised Agreement, the Parties to the dispute shall first attempt to resolve it through direct discussions in the spirit of mutual cooperation. If the Parties' attempts to resolve their disagreements through negotiation fail, the dispute shall be mediated by a mutually acceptable third-party to be chosen by the disputing parties within thirty (30) days after written notice by one of them demanding mediation. The disputing Parties shall share the costs of the mediation equally. By mutual agreement the Parties may postpone mediation until each has completed some specified, but limited, discovery about the dispute. By mutual agreement, the Parties may use a nonbinding form of dispute resolution other than mediation. Any nonbinding dispute resolution process shall be confidential within the meaning of Sections 154.053 and 154.073 of the Texas Civil Practice and Remedies Code and any successor statute thereto. If neither a negotiated settlement nor mediated resolution is obtained, the Parties may pursue any available legal or equitable remedy; provided, however, that this provision shall not preclude any Party from exercising any remedy available to them under this Agreement.

Section 16. Holding Over.

16.1 Should CCM, or any of his successors in interest, hold over the Subleased Property, or any part thereof, after the expiration of this Revised Agreement term, or any extensions thereof, unless otherwise agreed in writing, such holding over shall constitute and be construed as a tenancy at will only, at a rental equal to the greater of the fair market value of such rental property or the rental paid for the last month of the Revised Agreement term (including any extensions thereto) plus fifty percent (50%) of such amount.

Section 17. Liability and Casualty Insurance.

17.1 During the Revised Agreement Term, CCM shall maintain a commercial general liability policy of insurance, at CCM's expense, insuring the Town against liability arising out of CCM's use, occupancy, or maintenance of the Subleased Property. The initial amounts of the insurance must be at least: $1,000,000 for Each Occurrence, $1,000,000 for Personal and ADV Injury, $1,000,000 Property Damage for the Subleased Property, with a General Aggregate of $2,000,000, and shall be subject to periodic increases based upon economic factors as the Town may determine, in the Town's discretion, exercised in good faith. The amount of insurance required in this Section may be satisfied by multiple policies which, when combined together,

provide the total limits of insurance specified. However, the amounts of the insurance shall not limit CCM's liability nor relieve CCM of any obligation under this Revised Agreement. Carriers will provide cancellation notices in accordance with the policy provisions. The Town shall be named as additional insured on the commercial general liability policy. If CCM fails to maintain the policy, the Town may elect to maintain the insurance at CCM's expense. CCM may, at CCM's expense, maintain other liability insurance as CCM deems necessary.

Section 18. Condemnation.

18.1 If the whole of the Subleased Property, or access thereto, should be taken under the power of eminent domain or condemnation, or a sale made under threat thereof, then this Revised Agreement shall cease as of the date of the taking without further liability upon the Town or CCM. If only a portion of the Subleased Property, or access thereto, is taken under the power of eminent domain or condemnation, or sale made under the threat thereof, and the portion remaining will not in the reasonable opinion of CCM be adequate for CCM's continued use, CCM shall have the option to terminate this Revised Agreement by giving the Town notice thereof within thirty (30) days after the date of the taking. Any and all proceeds resulting from a taking in whole or part of the Subleased Property under the power of eminent domain or condemnation, or sale under threat thereof, shall be paid directly to the Town and shall be Town's property (subject to any restrictions or limitations placed upon the Town by the Corps Lease). Should condemnation result in the termination of this Revised Agreement, the Town agrees to equitably apportion with CCM all proceeds resulting from a taking in whole or part of the Subleased Property under the power of eminent domain or condemnation, or sale under threat thereof, to account for the CCM's un-recouped and un-amortized investment, if any, in the Subleased Property as of the date of the condemnation taking (subject to any restrictions or limitations placed upon the Town by the Corps Lease).

Section 19. Taxes.

19.1 While the Parties anticipate that no taxes will be levied or assessed against real property, personal property, furniture or fixtures placed by CCM on the Subleased Property because the Subleased Property is owned by the United States and controlled by the Corps, and leased to the Town, in the event that such taxes are levied or assessed, then CCM shall be liable for any and all taxes levied or assessed against real property, personal property, furniture or fixtures placed by CCM on the Subleased Property.

19.2 If any such taxes for which CCM is liable are levied or assessed against the Town, or the Town's property, and if the Town elects to pay the same, or if the assessed value of the Town's property is increased by inclusion of personal property, furniture or fixtures placed by CCM on the Subleased Property, and the Town elects to pay the taxes based upon the increase, CCM shall pay to the Town upon demand that part of such taxes for which CCM is primarily liable hereunder.

Section 20. CCM's Books and Records.

20.1 For the purposes of ascertaining the amount payable as rent, as provided for in

Section 5 of this Revised Agreement, CCM will prepare and maintain on the Subleased Property, for at least three (3) years following the end of each month, adequate records showing inventories and receipts at the Subleased Property and daily receipts from all sales and other transactions on or from the Subleased Property by CCM and any other persons conducting any business on or from the Subleased Property. At the time of each transaction, CCM or any other person conducting the transaction on or from the Subleased Property will record all receipts from sales and other transactions, whether for cash or credit, in a cash register or registers having a cumulative total and sealed in a manner approved by the Town, and having such other features as the Town approves.

20.2 The Town and its authorized representatives may examine the records described in this section at the Subleased Property during CCM's regular business hours. If examining CCM's books and records after the completion of the "true-up" described in Section 13.1 reveal an error in favor of the Town that result in additional percentage rental due the Town in excess of two percent (2%), then CCM must pay the Town reasonable costs of the examination. Otherwise, the Town bears the examination costs.

Section 21. Miscellaneous Provisions.

21.1 **Amendments**. This Revised Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Revised Agreement. No alteration of or amendment to this Revised Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

21.2 **Applicable Law and Venue**. This Revised Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in the state district and county courts of Denton County, Texas.

21.3 **Assignment.** CCM shall not assign this Revised Agreement or sublet the Subleased Property, or any part thereof without the consent of the Town in writing.

21.4 **Attorney's Fees.** In the event either party defaults in the performance of any of the terms of this Revised Agreement the other party agrees to pay the prevailing party's reasonable attorneys' fees.

21.5 **Caption Headings**. Caption headings in this Revised Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Revised Agreement.

21.6 **Counterparts.** This Revised Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same document.

21.7 **Effective Date.** The words "Effective Date" mean the latter to execute this Agreement by and between the Town and CCM.

21.8 **Force Majeure.** Neither Party shall be liable to the other Party for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of governmental body or authority or by any other cause beyond the reasonable control of such Party. Nor shall the Town be liable for any damage or inconvenience which may arise through repair or alteration of any part of the Subleased Property which is not attributable to Town's negligence. Furthermore, the Parties shall be excused from the performance of any obligation under this Agreement if, and for so long as, and only to the extent that, the non-performance of such obligation occurs by reason of any act of God, including but not limited to fire, flood, storm, earthquake, epidemic, war, act of terrorism, national emergency or natural disaster or other event that is beyond the reasonable control of the non-performing Party ("Force Majeure"), provided that the Party claiming such excuse from performance shall have used commercially reasonable efforts to minimize the effects of the Force Majeure and resume performance in a timely manner, and provided further, that neither party shall be relieved of its obligation to make payments within the time periods set forth herein.

21.9 **Language.** Words of any gender used in this Revised Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

21.10 **Notices**. All notices required to be given under this Revised Agreement shall be given in writing and shall be effective and deemed delivered on the earlier of: (i) actual receipt, if delivered in person or by messenger with evidence of delivery; or (ii) three (3) business days after deposit in the United States Mail as required below. Notices delivered by mail must be deposited with the U.S. Postal Service and sent by certified mail return receipt requested with postage prepaid, and properly addressed to the intended recipient at the address set forth below:

If to the Town: The Town of Little Elm, Texas
100 W. Eldorado Parkway
Little Elm, Texas 75068
Attn: Town Manager

If to CCM: Cottonwood Creek Marina, Inc.
Attn: Benjamin R. Miller
P.O. Box 900
Little Elm, Texas 75068

Any party may change its address for notices under this Revised Agreement by giving formal written notice to the other party, specifying that the purpose of the notice is to change the party's address.

21.11 **Right of Entry and Inspection.** CCM agrees to permit the Town and its agents or representatives to enter into and upon any part of the Subleased Property at all reasonable hours (and in emergencies at all times) to inspect the same, or clean, or make repairs or alterations or additions thereof.

21.12 **Rights and Remedies Cumulative.** The rights and remedies provided by this Revised Agreement are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

21.13 **Severability**. If a court of competent jurisdiction finds any provision of this Revised Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Revised Agreement in all other respects shall remain valid and enforceable.

21.14 **Successors.** The terms, conditions and covenants contained in this Revised Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representative except as otherwise herein expressly provided. All rights, powers, privileges, immunities, and duties of the Town under this Revised Agreement, including but not limited to any notices required to be delivered by the Town to CCM hereunder may at the Town's option be exercised or performed by the Town's agents or attorney.

21.15 **Time is of the Essence.** Time is of the essence in the performance of this Revised Agreement.

21.16 **Waiver.** No waiver of any default of the Town or CCM hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by the Town or CCM shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

21.17 **Estoppel Certificate**. Upon the written request of any Party to this Revised Agreement, the other Parties shall execute, acknowledge and deliver to the requesting Party, a written statement certifying: (i) that none of the terms or provisions of this Revised Agreement have been changed (or if they have been changed, stating how they have been changed); (ii) that this Revised Agreement has not been canceled or terminated; (iii) the last date of payment of rent and other charges, and the time period covered by such payment; and (iv) that the other Party is not in default under this Revised Agreement (or, if the other Party is claimed to be in default, stating why). Such Party shall deliver such statement to the Party requesting the same within ten (10) days after the requesting Party's request.

21.18 **Recitals.** The recitals set forth in this Revised Agreement are considered operative terms of this Revised Agreement.

21.19. **Additional Provisions**.

A. CCM hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Revised Agreement is a contract for goods or services, will not boycott Israel during the term of this Revised Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. CCM understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with CCM and exists to make a profit.

B. CCM represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, 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 Federal law and excludes the Owner and any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, 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 federal sanctions regime relating to a foreign terrorist organization. CCM understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with CCM and exists to make a profit.

C. To the extent this Revised Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislative Session), Texas Government Code, as amended, the CCM hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Revised Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. CCM understands "affiliate" to mean an entity

that controls, is controlled by, or is under common control with CCM and exists to make a profit.

D. To the extent this Revised Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislative Session, "SB 19"), Texas Government Code, as amended, CCM hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(2) will not discriminate during the term of this Revised Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3) (as added by SB 19), Texas Government Code. CCM understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with CCM and exists to make a profit.

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EXECUTED ON THIS THE DATES LISTED BELOW

TOWN:

THE TOWN OF LITTLE ELM, TEXAS
A Texas home-rule municipality

_____
Curtis J. Cornelious, Mayor

Date: _____

ATTEST:

_____
Caitlan Biggs, Town Secretary

CCM:

COTTONWOOD CREEK MARINA, INC.,
A Texas corporation

_____
Benjamin Ryan Miller, Jr., Vice President

Date: _____

Exhibit A

Lease No. DACW63-1-20-0550

LEASE NO. DACW63-1-20-0550
Replaces No. DACW63-1-01-0546

DEPARTMENT OF THE ARMY

LEASE TO NON-STATE GOVERNMENTAL AGENCIES

FOR PUBLIC PARK AND RECREATIONAL PURPOSES

LEWISVILLE LAKE

DENTON COUNTY, TEXAS

THIS LEASE, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and **the Town of Little Elm,** hereinafter referred to as the Lessee.

WITNESSETH:

That the Secretary, by authority of Title 16, United States Code, Section 460d, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified in **Exhibits A and B**, attached hereto and made a part hereof, hereinafter referred to as the Premises, for public park and recreational purposes.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said Premises are hereby leased for a term of **Twenty Five (25)** years, beginning **February 1, 2020** and ending **January 31, 2045**. The Lessee shall have the option to extend the original term of the lease for an additional two successive periods ("extension terms") of **fifteen (15)** and **ten (10)** years each, provided that, as to each option, Lessee shall give notice to the Government of its election to extend such term at least eighteen (18) months prior to the time when the term then in force would otherwise expire; that, at the time when such extension is due, there shall not be any uncured event of default on the part of the Lessee; and that the term of this lease shall have been extended for the prior extension term, if any.

2. CONSIDERATION

The consideration for this lease is the operation and maintenance of the Premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. NOTICES

All notices and correspondence to be given pursuant to this lease shall be addressed, if to the Lessee, to **the Town of Little Elm, Parks and Recreation Director, Chad Hyde, 100 West Eldorado Parkway, Little Elm, Texas 75068** and if to the United States, to the Real Estate Contracting Officer, Attention: Chief, Real Estate Division, ATTN: CESWF-RE-M, Post Office Box 17300, Fort Worth, TX 76102-0300; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "Real Estate Contracting Officer ", or "said officer" shall include their duly authorized representatives. Any reference to "Lessee" shall include any sub-lessees, assignees, transferees, successors and their duly authorized representatives.

5. DEVELOPMENT PLANS

The Lessee shall be guided by an annual Plan of Operation and Maintenance in furtherance of the Lessee's implementing Plan of Recreation Development and Management (Development Plan) attached as **Exhibit C** which shows the facilities and services necessary to meet the current and potential public demand and the management and development activities to be undertaken by the Lessee and any sub-lessees. No later than December 31st of each year the Lessee will submit the annual Plan to be mutually agreed on between the Lessee and the Real Estate Contracting Officer. Such annual Plan shall include but is not limited to the following:

a. Plans for management, maintenance and development activities to be undertaken by the Lessee and any sub-lessees.

b. Report of the management, maintenance and development accomplishments of the Lessee for the preceding year.

c. Report on any significant modification of policies or procedures which are planned for the following year as well as those implemented in the preceding year.

d. Minor modifications to the Development Plan. Major modifications are to be accomplished by amendment to the Plan before proceeding to implement any changes in the development or management of the leased Premises.

e. Budget of the Lessee for carrying out all activities for the upcoming year.

f. Personnel to be used in the management of the leased Premises.

g. Annual certification that all water and sanitary systems on the Premises have been inspected and comply with Federal, state and local standards. Lessee will also provide a statement of compliance with the Rehabilitations Act and the Americans with Disabilities Act, as required in the condition on **NON-DISCRIMINATION,** noting any deficiencies and providing a schedule for correction.

h. The use and occupation of the Premises shall be subject to the general supervision and approval of the Real Estate Contracting Officer. During the term of the lease, the Real Estate Contracting Officer will notify the Lessee of any updates to the existing project Master Plan affecting the Premises and the Lessee may provide comments.

6. STRUCTURE AND EQUIPMENT

The Lessee shall have the right, during the term of the lease, to erect such structures and to provide such equipment upon the Premises as may be necessary to furnish the facilities and services authorized. Those structures and equipment shall be and remain the property of the Lessee, except as otherwise provided in the Condition on **RESTORATION.** However, no structures may be erected or altered upon the Premises unless and until the type of use, design, and proposed location or alteration thereof shall have been approved in writing by the Real Estate Contracting Officer. The Real Estate Contracting Officer may require the Lessee, upon the completion of each of the proposed developments to furnish complete "as built" construction plans for all facilities.

7. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the Premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. The Lessee shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. § 460d.

b. The Lessee will provide an annual certification that all water and sanitary systems on the Premises have been inspected and comply with Federal, state and local standards. The Lessee will also provide a statement of compliance with the Rehabilitations Act and the Americans with Disability Act, as required in the condition on **NON-DISCRIMINATION,** noting any deficiencies and providing a schedule for correction.

8. CONDITION OF PREMISES

a. The Lessee acknowledges that it has inspected the Premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

9. FACILITIES AND SERVICES

The Lessee shall provide the facilities and services as agreed upon in the Development Plan referred to in the Condition on **DEVELOPMENT PLANS** either directly or through subleases or concession agreements that have been reviewed and accepted by the Real Estate Contracting Officer. These subleases or agreements shall state: (1) that they are granted subject to the provisions of this lease; and (2) that the agreement will not be effective until the third party activities have been approved by the Real Estate Contracting Officer. The Lessee will not allow any third party activities with a rental to the Lessee or prices to the public which would give the third party an undue economic advantage or circumvent the intent of the Development Plan. The rates and prices charged by the Lessee or its sub-lessees or concessionaires shall be reasonable and comparable to rates charged for similar goods and services by others in the area. The use of sublessees and concessionaires will not relieve the Lessee from the primary responsibility for ensuring compliance with all of the terms and conditions of this lease.

10. TRANSFERS, ASSIGNMENTS, SUBLEASES

a. Without prior written approval of the Real Estate Contracting Officer, the Lessee shall neither transfer nor assign this lease nor sublet the Premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease.

b. The Lessee will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the Premises. The Lessee will not subdivide nor develop the Premises into private residential development.

11. FEES

Fees may be charged by the Lessee for the entrance to or use of the Premises or any facilities, however, no user fees may be charged by the Lessee or its sub-lessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

12. ACCOUNTS, RECORDS AND RECEIPTS

All monies received by the Lessee from operations conducted on the Premises, including, but not limited to, entrance, admission and user fees and rental or other consideration received from its concessionaires, may be utilized by the Lessee for the administration, maintenance, operation and development of the Premises. Beginning 5 years from the date of this lease and continuing at 5-year intervals, any such monies not so utilized or programmed for utilization within a reasonable time shall be paid to the Real Estate Contracting Officer. The Lessee shall establish and maintain accurate records and accounts and provide an annual statement of receipts and expenditures to the Real Estate Contracting Officer. Annual or weekly entrance fees not collected on the Project, which also are honored at other recreational areas operated by the Lessee, are excluded from this requirement. The Real Estate Contracting Officer shall have the right to perform audits or to require the Lessee to audit the records and accounts of the Lessee, third party concessionaires and sub-lessees, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state, and furnish the Real Estate Contracting Officer with the results of such an audit.

13. PROTECTION OF PROPERTY

The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease and shall exercise due diligence in the protection of all property located on the Premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the Real Estate Contracting Officer, or at the election of the Real Estate Contracting Officer, reimbursement may be made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the Real Estate Contracting Officer.

14. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the Premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property of the Lessee; to flood the Premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

15. LIGHTS, SIGNALS AND NAVIGATION

There shall be no unreasonable interference with navigation by the exercise of the privileges granted by this lease. If the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Coast Guard or by the Real Estate Contracting Officer shall be installed and maintained by and at the expense of the Lessee.

16. INSURANCE

a. At the commencement of this lease, the Lessee, unless self-insured, and its sub-lessees and concessionaires at the commencement of operating under the terms of this lease as third parties, shall obtain from a reputable insurance company or companies contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum Combined Single Limit of $250,000, whichever is greater, for any number of parsons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee, sub-lessees and concessionaires under the terms of this lease. The Lessee shall require its insurance company to furnish to the Real Estate Contracting Officer a copy of the policy or policies, or, if acceptable to the Real Estate Contracting Officer, certificates of insurance evidencing the purchase of such insurance. The Real Estate Contracting Officer shall have the right to review and revise the amount of minimum liability insurance required.

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that the Real Estate Contracting Officer be given thirty (30) days notice of any cancellation or change in such insurance.

c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to the Real Estate Contracting Officer. The Lessee's insurance status shall not eliminate the requirement for its sub-lessees and concessionaires to have insurance from a reputable insurance carrier as set out above.

d. The Real Estate Contracting Officer may require closure of any or all of the Premises during any period for which the Lessee and/or its sub-lessees and concessionaires do not have the required insurance coverage.

17. RESTORATION

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the Premises, remove the property of the Lessee, and restore the

Premises to a condition satisfactory to the Real Estate Contracting Officer. If, however, this lease is revoked, the Lessee shall vacate the Premises, remove said property therefrom, and restore the Premises to the aforesaid condition within such time as the Real Estate Contracting Officer may designate. In either event, if the Lessee shall fail or neglect to remove said property and restore the Premises, then, at the option of the Real Estate Contracting Officer, said property shall either become the property of the United States without compensation therefor, or the Real Estate Contracting Officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this lease in restoring the Premises.

18. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased Premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural And Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directives 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sublesses and assignees.

19. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the Premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the Real Estate Contracting Officer, interfere with developments, present or proposed, by the Lessee. The Lessee will not close any established access routes without written permission of the Real Estate Contracting Officer.

20. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM) which has responsibility for mineral development on federal lands. The Secretary will provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the Premises from activities that would interfere with the Lessee's operations or would be contrary to local law.

21. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

a. The Lessee and/or any sub-lessees or licensees are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the Real Estate Contracting Officer. This lease may be revoked in the event that the Lessee violates any of the terms and conditions and continues and persists in such non-compliance, or fails to obtain correction of deficiencies by sub-lessees or licensees. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the Premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease, expand the Premises, modify authorized activities, or assign the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee by giving one (1) year prior written notice to the Real Estate Contracting Officer in the manner prescribed in the Condition on **NOTICES.**

22. HEALTH AND SAFETY

a. The Lessee shall keep the Premises in good order and in a clean, sanitary, and safe condition and shall have the primary responsibility for ensuring that any sub-lessees and concessionaires operate and maintain the Premises in such a manner.

b. In addition to the rights of revocation for non-compliance, the Real Estate Contracting Officer, upon discovery of any hazardous conditions on the Premises that presents an immediate threat to health and/or danger to life or property, will so notify the Lessee and will require that the affected part or all of the Premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected within the time specified, the Real Estate Contracting Officer will have the option to: (1) correct the hazardous conditions and collect the cost of repairs from the Lessee; or, (2) revoke the lease. The Lessee and its assignees or sub-

lessees shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

23. PUBLIC USE

No attempt shall be made by the Lessee, or any of its sub-lessees or concessionaires, to forbid the full use by the public of the Premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage the Premises and provide safety and security to the visiting public.

24. PROHIBITED USES

a. The Lessee shall not permit gambling on the Premises or install or operate, or permit to be installed or operated thereon, any device which is illegal, or use the Premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the Premises any activity which would constitute a nuisance.

b. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by nonprofit organizations under special use permits issued in conjunction with special events, if permissible by state and local law. Any request to conduct such activities must be submitted in writing to the Real Estate Contracting Officer.

c. In accordance with state and local laws and regulations, the Lessee may sell, store, or dispense, or permit the sale, storage, or dispensing of beer, malt beverages, light wines or other intoxicating beverages on the Premises in those facilities where such service is customarily found. Bar facilities will only be permitted if offered in connection with other approved activities. Advertising of such beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited.

25. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the Premises, except as may be authorized under and pursuant to the Development Plan described in the Condition on **DEVELOPMENT PLANS** herein. The Lessee may salvage fallen or dead timber; however, no commercial use shall be made of such timber. Except for timber salvaged by the Lessee when in the way of construction of improvements or other facilities, all sales of forest products will be conducted by the United States and the proceeds therefrom shall not be available to the Lessee under the provisions of this lease.

26. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 1701-1709) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim", as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to this lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding $100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below. The routine request for rental payments that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as a liability or amount or is not acted upon in a reasonable time.

c.

(1) A Claim by the Lessee shall be made in writing and submitted to the Real Estate Contracting Officer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the Real Estate Contracting Officer.

(2) For Lessee claims exceeding $100,000, the Lessee shall submit with the claim a certification that—

(i) the claim is made in good faith; and

(ii) supporting data are accurate and complete to the best of the Lessee's knowledge and belief;

(iii) and the amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, the certificate shall be executed by that individual. If the Lessee is not an individual, the certification shall be executed by –

(i) a senior company official in charge of the Lessee's location involved; or

(ii) an officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of $100,000 or less, the Real Estate Contracting Officer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over $100,000, the Real Estate Contracting Officer

must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The Real Estate Contracting Officer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the Real Estate Contracting Officer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest or the amount found due and unpaid by the Government from (1) the date the Real Estate Contracting Officer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Real Estate Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. Rental amounts due to the Government by the Lessee will have interest and penalties as set out in the condition on **CONSIDERATION**.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, or action arising under the lease, and comply with any decision of the Real Estate Contracting Officer.

27. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the leased area is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease. The Lessee shall require all sanitation facilities on boats moored at the Lessee's facilities, including rental boats, to be sealed against any discharge into the lake. Services for waste disposal, including sewage pump-out of watercraft, shall be provided by the Lessee as appropriate. The Lessee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from activities of the Lessee, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the Premises.

28. PHASE I ENVIRONMENTAL SITE ASSESSMENT

A Phase I Environmental Site Assessment (ESA), documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as **EXHIBIT D**. Upon expiration, revocation or relinquishment of this lease another ESA shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Lessee in accordance with the condition on **RESTORATION**.

29. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the Premises, the Lessee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

30. SOIL AND WATER CONSERVATION

The Lessee shall maintain in a manner satisfactory to the Real Estate Contracting Officer, all soil and water conservation structures that may be in existence upon said Premises at the beginning of, or that may be constructed by the Lessee during the term of, this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the Premises. Any soil erosion occurring outside the Premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the Real Estate Contracting Officer.

31. TRANSIENT USE

a. Camping, including transient trailers or recreational vehicles, at one or more campsites for a period longer than fourteen (14) days during any thirty (30) consecutive day period is prohibited, unless permitted in writing by Real Estate Contracting Officer. The authority to grant local extension will NOT be delegated to Gate Attendants. Unlimited local extensions may be freely granted, in a maximum of 14-day increments, during the period from November 1 to February 29 and from March 1 to October 31, as

long as the customer's total length of stay (including extensions) does NOT exceed 42 days during any 60 consecutive day period.

b. Occupying any lands, buildings, vessels or other facilities within the Premises for the purpose of maintaining a full- or part-time residence is prohibited, except for employees residing on the Premises for security purposes, if authorized by the Real Estate Contracting Officer.

32. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

33. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However nothing herein contained shall be construed to extend to any incorporated company if the lease be for the general benefit of such corporation or company.

34. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as all other conditions of this lease.

35. DISCLAIMER

This lease is effective only insofar as the rights of the United States in the Premises are concerned; and the Lessee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this lease does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC Section 403), and Section 404 of the Clean Waters Act (33 USC Section 1344), Section 408 (33 U.S.C. § 408) or any

other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the Premises.

36. DETERMINATION REGARDING EXECUTIVE ORDER 13658

Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease.

The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of labor in 29 CFR Part 10 pursuant to the Executive Order, and the following provisions.

a. Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be $10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Orders beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the

minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

b. Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

c. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR Part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR Part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

d. The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

e. Nothing herein shall relieve the contractor of any obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than $10.10 (or the minimum wage as established each January thereafter) to any worker.

f. Payroll Records.

(1) The contractor shall made and maintain for three years of records containing the information specified in paragraphs f(1)(i) through (vi) of this section for

each worker and shall make the records available for inspection and transcription by authorized representative of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and social security number.

(ii) The worker's occupation(s) or classification(s).

(iii) The rate or rates of wages paid.

(iv) The number of daily and weekly hours worked by each worker.

(v) Any deductions made; and

(vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR Part 10 and this contract, and in the cause of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representative of the Wage and Hour Division to conduct investigation, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulation; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

g. The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

h. Certification of Eligibility.

(1) By entering into this contract, the contractor (an officials thereof) certifies

that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

i. Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee received at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

j. Anti-retaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR Part 10, or has testified or is about to testify in any such proceeding.

k. Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes

clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

l. Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

m. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suites, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

37. DETERMINATION REGARDING EXECUTIVE ORDER 13706

Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease.

a. Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

b. Paid Sick Leave.

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Oder 13706, 29 CFR part 13, and this clause.

c. Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any and/or benefits denied or lost be reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

d. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

e. The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wages or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

f. Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

g. Recordkeeping.

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and Social Security number of each employee;

(ii) The employee's occupation(s) or classifications(s);

(iii) The rate or rates of wages paid (including all pay and benefits provided);

(iv) The number of daily and weekly hours worked;

(v) Any deductions made;

(vi) The total wages paid (including all pay and benefits provided) each pay period;

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;

(ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in §13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);

(xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;

(xiii) The relevant covered contract;

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time they asked to use paid sick leave.

(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use their paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirement, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirement of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representative of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

h. The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

i. Certification of Eligibility.

(1) By entering into this contract, the contractor (an officials thereof) certifies that neither it (nor he or she) nor any person of firm who has an interest in the contractor's firm is a person of firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to received Federal contracts

currently maintained on the System for Award Management Web site, http://www.SAM.gov.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

j. Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Oder 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification of other documentation provide to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13;

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

k. Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

l. Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether

external or internal, and customarily used for notices to employees about terms and conditions of employment.

m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

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IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this 20th day of October, 2020.

Rocky D. Lee
District Chief, Real Estate Division
Real Estate Contracting Officer

THIS LEASE is also executed by the Lessee this 1st day of September, 2020.

Town of Little Elm

Name

Town Manager

Title

CERTIFICATE OF AUTHORITY

I Kathy Phillips, certify that I am the Town Secretary of **The Town of Little Elm**, named as the grantee herein; and that Matt Morrison, who signed the foregoing instrument on behalf of **The Town of Little Elm,** was then Town Manager of **The Town of Little Elm.** I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of **The Town of Little Elm**, in executing said instrument.

Date 9-25-2020

Authorized Representative

Town Secretary

(Title)

TOWN OF LITTLE ELM, TEXAS

AFFIX COMPANY SEAL

NOTE: This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the individual signing the attached instrument cannot be the same person.

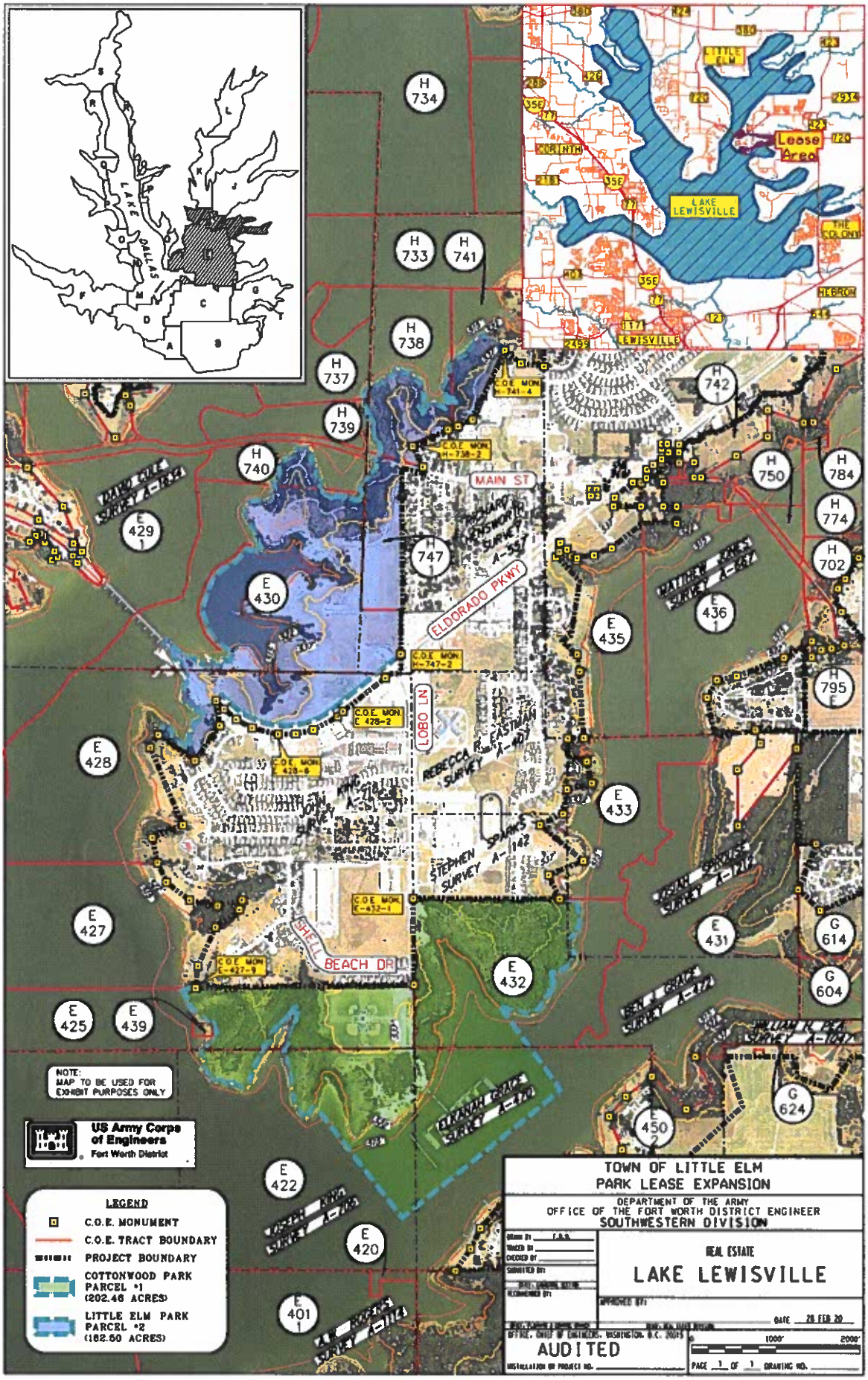

LAKE DALLAS
Lease Area
LAKE LEWISVILLE
CORINTH
LITTLE ELM
THE COLONY
HIGHLAND
LEWISVILLE
MAIN ST
ELDORADO PKWY
LOBO LN
SHELL BEACH DR
NOTE:
MAP TO BE USED FOR EXHIBIT PURPOSES ONLY
US Army Corps of Engineers
Fort Worth District
LEGEND
C.O.E. MONUMENT
C.O.E. TRACT BOUNDARY
PROJECT BOUNDARY
COTTONWOOD PARK PARCEL #1 (202.46 ACRES)
LITTLE ELM PARK PARCEL #2 (162.50 ACRES)
TOWN OF LITTLE ELM
PARK LEASE EXPANSION
DEPARTMENT OF THE ARMY
OFFICE OF THE FORT WORTH DISTRICT ENGINEER
SOUTHWESTERN DIVISION
REAL ESTATE
LAKE LEWISVILLE
AUDITED

EXHIBIT A

LEWISVILLE RESERVOIR
TRINITY REGION PROJECT

PARK LEASE EXPANSION

Grantee: Town of Little Elm Acres: 364.96

A DESCRIPTION OF 364.96 ACRES OF LAND, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED IN THE FOLLOWING TWO (2) LEASE PARCELS;

Parcel 1 (202.46 Acres)

Being a 202.46 acre parcel of land situated in the Elkanah Grace Survey, Abstract No. 470, B. Grace Survey, Abstract No. 472, Joseph King Survey, Abstract No. 706, John King Survey, Abstract No. 693, and John King Survey, Abstract No. 718, all in Denton County, Texas; said parcel also being a portion of that certain called 303.75 acre tract of land awarded to the United States of America (called Lewisville Reservoir Tract No. E-422) recorded in Civil Action 751 filed 21 April 1952 in the District Court of the U.S. for the Eastern District of Texas, Sherman Division, being a portion of that certain called 100.00 acre tract of land awarded to the United States of America (called Lewisville Reservoir Tract No. E-425) recorded in Civil Action 805 filed 14 August 1952 in the District Court of the U.S. for the Eastern District of Texas, Sherman Division, being a portion of that certain called 1.20 acre tract of land awarded to the United States of America (called Lewisville Reservoir Tract No. E-439) recorded in Civil Action 773 filed 11 June 1952 in the District Court of the U.S. for the Eastern District of Texas, Sherman Division, being a portion of that certain called 89.50 acre tract of land described in General Warranty Deed to the United States of America (called Lewisville Reservoir Tract No. E-432) as recorded in Volume 379, Page 549 of the Deed Records of Denton County, Texas, said being more particularly described as follows:

BEGINNING at C.O.E. monument E-427-9 situated on the northern borders of herein described lease and C.O.E. tract E-425;

THENCE South 89°05'20" East following along said common borders a distance of 2595.50 feet to C.O.E. monument 425-1, positioned at the northeast corner of said tract E-425 and situated on the western border of C.O.E. tract E-432;

THENCE North 00°29'21" West charting along said western border a distance of 1021.03 feet to C.O.E. monument 432-1, positioned at the northwest corner of said tract E-432;

THENCE South 89°51'10" East plotting along the northern borders of said tract E-432 and herein described lease a distance of 1737.09 feet to C.O.E. monument E-433-12, located at the southwest corner of C.O.E. tract E-433, situated on the northern borders of said lease and C.O.E. tract E-432;

THENCE continuing along said course, respectively following along said borders a distance of 36.17 feet to a point on the 522' conservation pool contour for Lake Lewisville;

THENCE charting along said elevation in a southwesterly direction a distance of 2554.56 feet, to an interior corner located on the eastern border of herein described lease;

THENCE South 36°14'57" East departing said conservation pool elevation, entering into the inner coastal waters of Lake Lewisville, crossing over the northern border of C.O.E. tract E-422 at approximately 585.93 feet and continuing along said course a total distance of 1214.37 feet to the southeastern-most corner of herein described;

THENCE South 51°07'31" West a distance of 2410.00 feet to the southwestern-most corner of herein described;

THENCE North 38°23'33" West a distance of 1694.93 feet to said conservation pool elevation;

THENCE plotting along said elevation in a northwesterly direction over and across C.O.E. tracts E-422, E-425, E-422 (re-entry) and E-425 (re-entry), respectively, a distance of 2554.56 feet, to the respective north-south borders C.O.E. tracts E425 and E-427, said point situated at the northwest corner of herein described;

THENCE North 89°40'01" East following along said north-south border, departing said conservation pool elevation a distance of 154.86 feet to **THE POINT OF BEGINNING**, and containing 202.46 acres of land, more or less.

Parcel 2 (162.50 Acres)

Being a 162.50 acre parcel of land situated in the Richard Hensworth Survey, Abstract No. 557, John King Survey, Abstract No. 718, David Cule Survey, Abstract No. 1634, all in Denton County, Texas; said parcel also being a portion of that certain called 246.55 acre tract of land awarded to the United States of America (called Lewisville Reservoir Tract No. E-428) recorded in Civil Action 772 filed 17 July 1952 in the District Court of the U.S. for the Eastern District of Texas, Sherman Division, being a portion of that certain called 98.00 acre tract of land awarded to the United States of America (called Lewisville Reservoir Tract No. H-738) recorded in Civil Action 951 filed 6 August 1953 in the District Court of the U.S. for the Eastern District of Texas, Sherman Division, being a portion of that certain called 16.76 acre tract of land awarded to the United States of America (called Lewisville Reservoir Tract No. H-739) recorded in Civil Action 891 filed 16 May 1953 in the District Court of the U.S. for the Eastern District of Texas, Sherman Division, being a portion of that certain called 20.70 acre tract of land awarded to the United States of America (called Lewisville Reservoir Tract No. H-740) recorded in Civil Action 891 filed 16 May 1953 in the District Court of the U.S. for the Eastern District of Texas, Sherman Division, being a portion of that certain called 23.80 acre tract of land awarded to the United States of America (called Lewisville Reservoir Tract No. H-741) recorded in Civil Action 891 filed 16 May 1953 in the District Court of the U.S. for the Eastern District of Texas, Sherman Division, being a portion of that certain called 20.02 acre tract of land awarded to the United States of America (called Lewisville Reservoir Tract No. H-747-1) recorded in Civil Action 891 filed 16 May 1953 in the District Court of the U.S. for the Eastern District of Texas, Sherman Division, being a portion of that certain called 128.00 acre tract of land described in

General Warranty Deed to the United States of America (called Lewisville Reservoir Tract No. E-430) as recorded in Volume 381, Page 395 of the Deed Records of Denton County, Texas, being a portion of that certain called 7.67 acre tract of land described in General Warranty Deed to the United States of America (called Lewisville Reservoir Tract No. H-737) as recorded in Volume 390, Page 130 of the Deed Records of Denton County, Texas said being more particularly described as follows:

BEGINNING at C.O.E. monument H-747-2, located on the northern border of Eldorado Parkway and situated at the southeastern-most corner of herein described parcel;

THENCE respectively following along the north-south borders of said parkway and described parcel, over and across C.O.E. tracts E-430, E-428 and E-430 (re-entry), respectively, the following (3) three courses:

1) South 51 degrees 38 minutes 01 seconds West a distance of 1061.37 feet to a curve to the right (LC= N87°13'50"W-1172.88 Feet);

2) 1277.45 feet with the arc of said curve having a radius of 900.00 feet to a point of tangency;

3) North 46 degrees 34 minutes 05 seconds West a distance of 168.37 feet to a corner;

THENCE South 43°25'55" West, over and across said Eldorado Parkway a distance of 97.42 feet to C.O.E. monument E-428-10;

THENCE continuing along the southern border of herein described parcel, the following (3) three courses:

1) South 08 degrees 56 minutes 10 seconds East a distance of 294.76 feet to C.O.E. monument E-428-11;

2) South 35 degrees 52 minutes 47 seconds West a distance of 512.74 feet to C.O.E. monument E-428-12;

3) North 55 degrees 04 minutes 23 seconds West a distance of 523.57 feet to C.O.E. monument E-428-13, positioned at the southwestern-most corner of herein described;

THENCE North 32 degrees 33 minutes 32 seconds East a distance of 171.56 feet to a point on the 522' conservation pool contour for Lake Lewisville;

THENCE plotting along said elevation in a northerly direction over and across C.O.E. tracts E-428 and E-430, respectively, a distance of 3317.82 feet, from whence C.O.E. monument E-428-10 bears South 19°15'18" West a distance of 613.60 feet;
THENCE departing said conservation pool elevation, entering into the inner coastal waters of Lake Lewisville, charting approximately 460.00 feet from said elevation and continuing along

said course in a northerly direction a distance of 1802.96 feet to a re-entry situated along said conservation pool;

THENCE charting along said elevation in a northeasterly direction over and across C.O.E. tracts E-430, H-740, E-430 (re-entry), H-740 (re-entry), H-747-1, H-738, H-739, H-737, H-738 (re-entry), H-741, H-738 (re-entry), H-741 (re-entry), respectively, a distance of 8668.37 feet, to the northernmost corner of herein described parcel;

THENCE South 50 degrees 47 minutes 12 seconds East departing said elevation and following along the northern border of described parcel a distance of 305.88 feet to C.O.E. monument H-741-4, positioned at the northeastern-most corner of said parcel;

THENCE plotting along the eastern border of described parcel, the following (9) nine courses:

1) South 24 degrees 49 minutes 35 seconds West a distance of 905.48 feet to C.O.E. monument H-745-5;

2) South 65 degrees 12 minutes 28 seconds West a distance of 191.46 feet to C.O.E. monument H-738-1;

3) South 71 degrees 53 minutes 14 seconds West a distance of 122.30 feet to C.O.E. monument H-X;

4) South 64 degrees 48 minutes 59 seconds West a distance of 458.43 feet to C.O.E. monument H-738-2;

5) South 26 degrees 27 minutes 42 seconds East passing at a distance of 275.19 feet to C.O.E. monument H-738-3 and continuing along said course over and across Main Street Boulevard to the southern border thereof, for a total distance of 366.52 feet;

6) North 76 degrees 40 minutes 13 seconds West a distance of 299.98 feet;

7) South 00 degrees 27 minutes 18 seconds East a distance of 1677.52 feet;

8) South 89 degrees 34 minutes 08 seconds West a distance of 18.52 feet;

9) South 00 degrees 32 minutes 57 seconds West a distance of 523.57 feet to the **POINT OF BEGINNING**, containing 162.50 acres of land more or less.

This product was calculated from CADD systems software prepared by the U.S. Army Corps of Engineers utilizing spatial reference from various data sources. Data and product accuracy may vary. They may be developed from sources of differing accuracy, accurate only at certain scales, based on modeling or interpretation, incomplete while being created or revised, etc... Using CADD products for purposes other than those for which they were created may yield inaccurate or misleading results. The Corps of Engineers makes no guarantees to the accuracy of this legal description.

RESERVED

DEVELOPMENT PLAN

LITTLE ELM PARK

EXHIBIT C

RESERVED

DEVELOPMENT PLAN

COTTONWOOD PARK &

COTTONWOOD MARINA

PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)

1. REAL PROPERTY TRANSACTION: The U.S. Army Corps of Engineers proposes to issue Lease No. DACW63-1-20-0550, which will allow The Town of Little Elm to continue use of approximately 364.96 acres containing both land and water. Within the lease area is Cottonwood Park, Cottonwood Marina, and Little Elm Park. The lease area has baseball fields, soccer fields, sand volleyball courts, concession stands, restrooms, storage buildings, a well house, picnic tables and shelters, pavilions, amphitheater, metal cookers, parking lots, a boat ramp and courtesy dock, a swim beach, utility lines, a fuel storage tank, service hoist, waste recovery system, and a marina with 6 docks and 740 total allowable slips. Total lease area is allowed 840 slips total, for public park and recreation purposes, Lewisville Lake, Texas. The new lease will become effective February 1, 2020 and expire on January 31, 2045. The lease has two successive periods of 15, and then 10 year options to exercise the renewal of the lease premises as stated in Condition No. 1 of Lease No. DACW63-1-20-0550.

a. A COMPREHENSIVE RECORDS SEARCH was conducted which included a review of the following areas:

1) Real Estate Division files;

2) Real Estate Division maps;

3) Lewisville Master plan;

4) Operations Division files;

5) Environmental Review Guide for Operations (ERGO).

b. INTERVIEWS WERE CONDUCTED with the following: The U.S. Army Corps of Engineers Natural Resources Specialist, Mr. Nicholas Wilson and The Town of Little Elm Parks and Recreation Director, Mr. Chad Hyde on November 27, 2018.

c. A SITE INVESTIGATION was performed by Mr. Wilson on November 27, 2018, which consisted of a visual inspection of the area.

2. STATEMENT OF FINDINGS

a. COMPREHENSIVE RECORDS SEARCH SUMMARY

A complete search of the District files which pertain to the proposed lease area was made as stated in 1.a. above. The records search revealed no other evidence of any hazardous substance being stored, released or disposed of on the property involved. The operating plans and historical records also showed no other evidence of any activity which would have contaminated the property with hazardous substances. An Environmental Baseline Survey was completed on 20 September 2018 and approved on 01 October 2019 and may be found in the lease files.

b. SITE INVESTIGATION SUMMARY

A site investigation of the proposed lease area was made as stated in 1.c. above. This visual inspection revealed no unusual odors, stained soils, stressed vegetation, suspicious seepage, manmade land features, unnatural surface features or other evidence that would indicate the presence of hazardous wastes. Based on this inspection it was determined no hazardous substance has been stored, released or disposed of on the property involved. Project personnel have no other knowledge of past activities which might have created a hazardous situation.

Vicki Webb

Prepared By: VICKI WEBB
Realty Specialist
Management and Disposal Branch

19 Oct 2020
Date

Rocky D. Lee

Approved By: ROCKY D. LEE
District Chief, Real Estate Division
Real Estate Contracting Officer

20 Oct 2020
Date

Exhibit B

Subleased Property

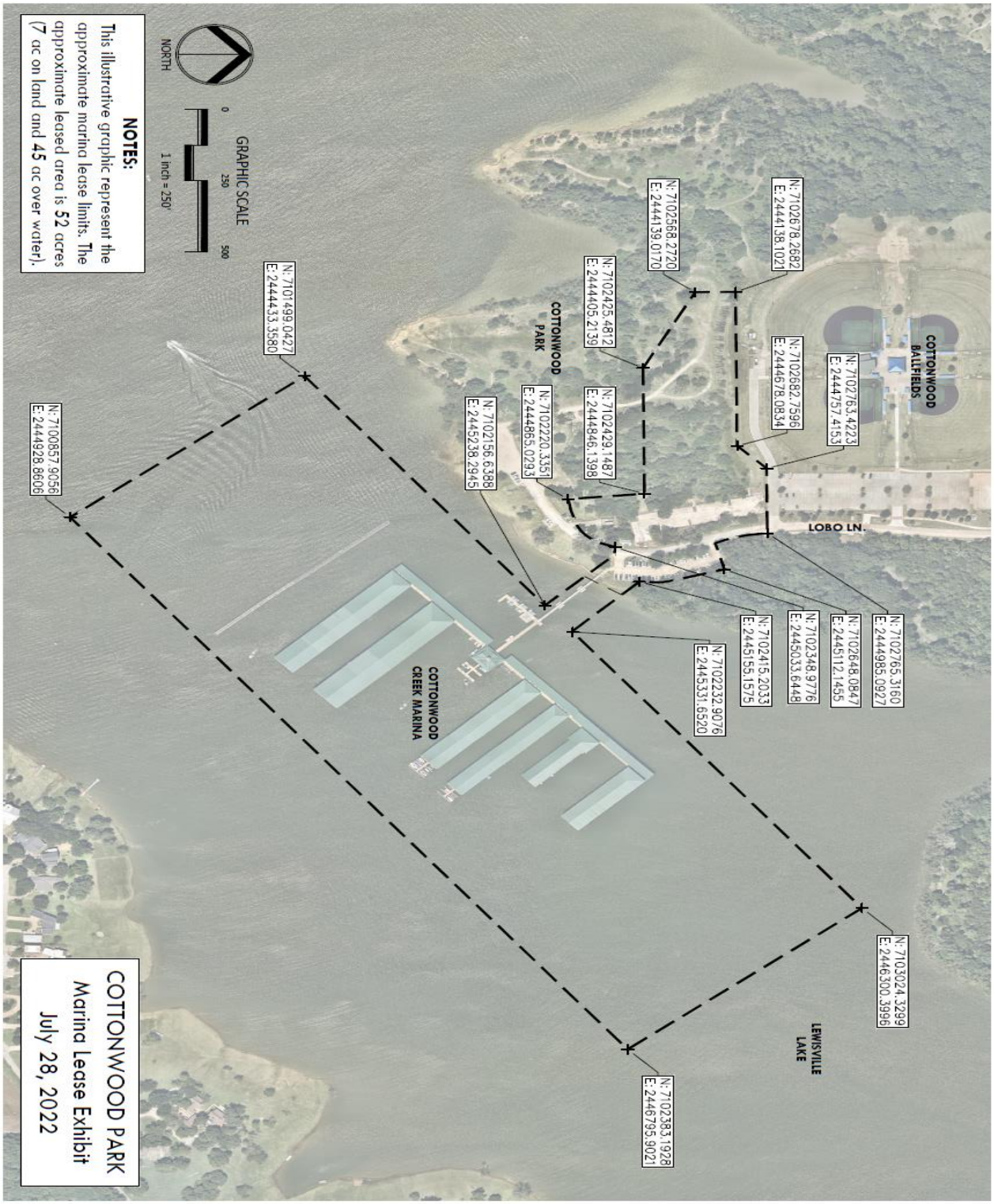


Exhibit C

RV/Camping area and the restaurant description

LITTLE ELM

Cottonwood Park Restaurant

Concept Development

May 2022

DUNAWAY

LITTLE ELM

Schedule Update

Site Review & Program Development

- ✓ Kick Off Meeting
- ✓ Site Visit w/ Town Staff

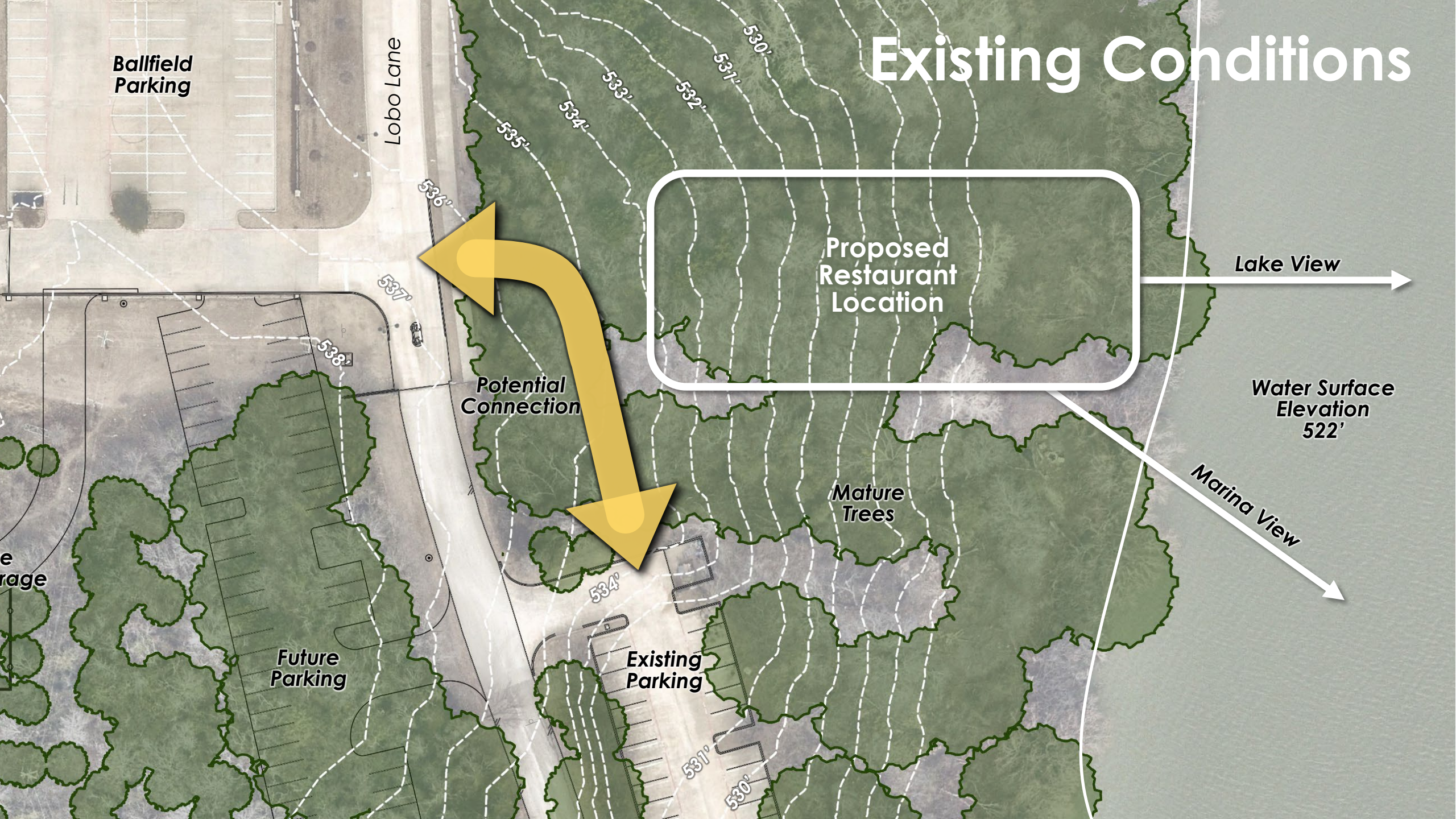
Concept Development

- ✓ Prepare (1) Concept Plan
- ✓ Conference Call Concept Review
- ✓ Final Color Concept Plan
- ✓ Prepare Final Concept Perspective Renderings

LITTLE ELM

Master Plan

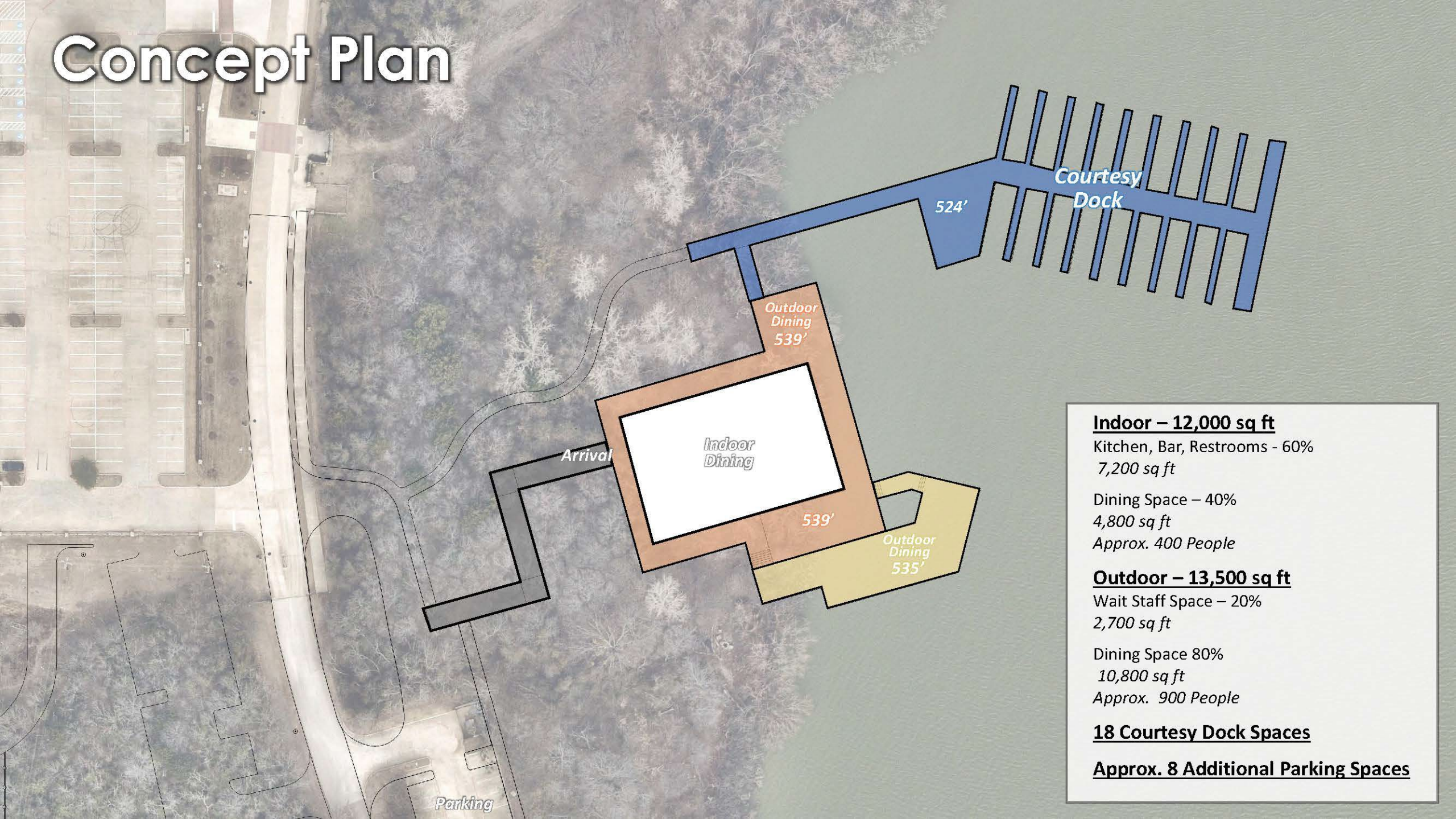
Existing Conditions



Existing Conditions

Existing Conditions

Concept Plan



Indoor – 12,000 sq ft

Kitchen, Bar, Restrooms - 60%
7,200 sq ft

Dining Space – 40%
4,800 sq ft
Approx. 400 People

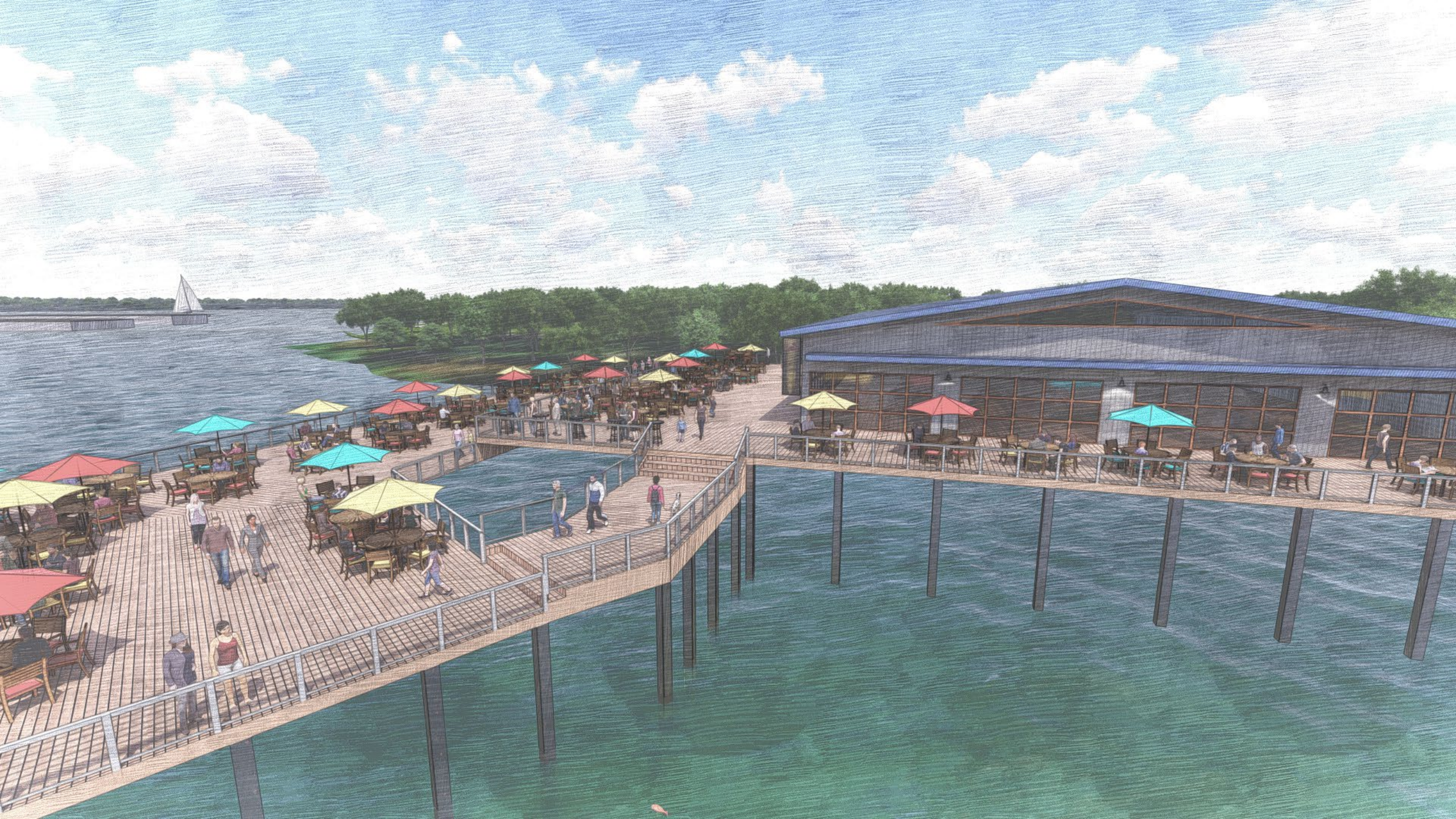
Outdoor – 13,500 sq ft

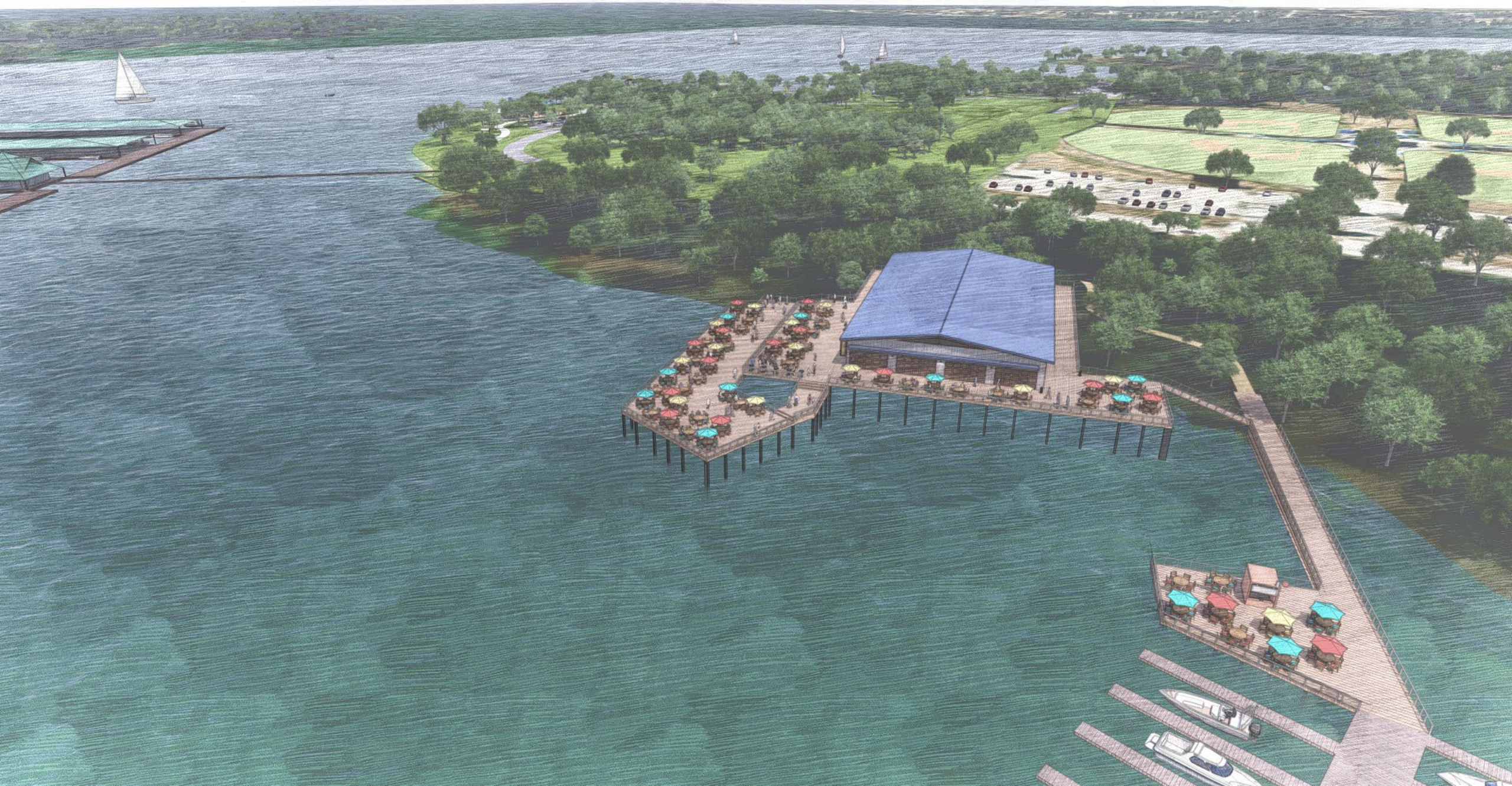
Wait Staff Space – 20%
2,700 sq ft

Dining Space 80%
10,800 sq ft
Approx. 900 People

18 Courtesy Dock Spaces

Approx. 8 Additional Parking Spaces





BRIARCLIFF
MARINA

LONE STAR
ULTRA

LITTLE ELM
DUNAWAY

Exhibit D

Authorized Improvements

Cottonwood Creek
MARINA

Marina Association of Texas Marina of the Year 2019 · 2013 · 2010 · 2007 · 2004

Cottonwood Creek Marina —10 Year Conceptual Plan

Cottonwood Creek Marina plans continued growth over the next ten years. Since opening in 2003, the marina has grown incrementally, responding to demand. We intend to use a similar strategy going forward. The below timeline is an estimate based on the presumption that demand will continue as it has over the past five years. The business plan will be modified as market factors change.

The business will continue to focus on slip rental as the primary service offered. Secondary sources of income will continue to include boat rental, fuel sales, ships store sales, hoist sales and rental, among others.

The Town of Little Elm and Cottonwood Creek Marina have worked together on a Master Plan for Cottonwood Park. Much of the on-land development will be driven by this plan. Cottonwood Creek will be expanding on-land parking and trailer storage facilities as the park is developed. At some point, the marina will need to build vertical trailer storage racks to maximize space. We are also looking for a partnership for restaurant development and operation and yacht sales.

Currently Cottonwood Creek Marina has 339 slips after the most recent addition of twelve slips in early 2020. Expansion beyond 339 will require additional parking. We have received approval from the Town of Little Elm and USACE that would add 79 parking spots, which will meet the parking needs for our facility for years to come. We hope to begin work on the parking lot soon after we reach an agreement on lease extension with the Town of Little Elm.

The marina also is under contract with Meeco Sullivan to add a rental dock for boat rental staging purposes. This will be accessible from the main walkway approaching the ships store. Once the dock is built, CCM plans to add a rental hut for rental operations and storage. The rental hut plans have been submitted to Little Elm for approval. Moving rental operations to this dock will allow for the rental to grow without negatively impacting the flow of fuel dock and ship store traffic.

We plan to expand expand by another 36 slips in 2022, bringing the total to 375. We are looking to add a mix of 32’ and 24’ slips with this addition. Expansion beyond 376 will require some updates to our fire safety system, per agreement with the Little Elm Fire Marshall.

Fuel sales will require expanding fuel storage capacity on land. We currently have an 8000 gallon above ground storage tank. We plan to add an additional tank with 8000-

12,000 gallon capacity.

In coming years, Cottonwood Creek plans to add an event deck space used for internal social gatherings for slip renters.

By 2024, Cottonwood Creek Marina will be looking to have 430 slips. Additional occupancy may require expanded restroom facilities, although at this point, our current facilities are more than sufficient.

Around 2027, Cottonwood Creek would look to complete Phase II of marina development, which would bring us to 509 slips. This expansion would be a mix of slip sizes determined by demand and profitability.

By 2030, Cottonwood Creek Marina will be looking to begin Phase Ill, which will include more slips and on water amenities. Full buildout of the marina will be 740 slips. Expansion may at some point require movement and/or lengthening of our existing breakwater. Additional parking may be needed as well. CCM designed the previously mentioned expansion to allow for another row of parking to be added between the current lot and the 79 spots to be added in the near future.

Any expansion will be done within the boundaries determined before initial marina construction began.

Exhibit E

Current and Future Parking Areas

CONSTRUCTION PLANS
FOR
COTTONWOOD CREEK MARINA
900 LOBO LN
LITTLE ELM, TX 75068

TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS

STATE OF TEXAS
DAYTON C. MACATEE
65028
REGISTERED
PROFESSIONAL ENGINEER
Dayton C. Macatee
11/18/19
DAYTON MACATEE ENGINEERING, LLC
TX. REG. NO. F-456

OWNER/DEVELOPER:

COTTONWOOD CREEK MARINA
CONTACT: RYAN MILLER
900 LOBO LN
LITTLE ELM, TX 75068
TEL 972-292-1100
E-MAIL: BRMILLERJR@GMAIL.COM

ENGINEER:

MACATEE ENGINEERING
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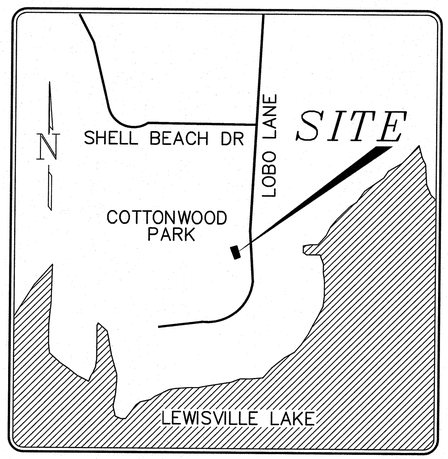


LOCATION MAP
MAPSCO: 452L
N.T.S.

INDEX

SHEET NO.	DESCRIPTION
1	PAVING AND DIMENSIONAL CONTROL PLAN
2	GRADING PLAN
3	DRAINAGE AREA MAP
4	DRAINAGE PLAN
5	EROSION CONTROL PLAN
6	TREE PRESERVATION PLAN
7	TREE PRESERVATION NOTES
8	CONTROL ELEVATION ANALYSIS
9	CUT/FILL
TOWN OF LITTLE ELM STANDARD DETAILS	
	GENERAL CONSTRUCTION NOTES
	TYPICAL STORM SEWER DETAILS 3 OF 4
	PAVING DETAILS

ENGINEER'S NOTES TO CONTRACTOR

1. BY COMMENCING CONSTRUCTION CONTRACTOR AFFIRMS THEY HAVE REVIEWED AND UNDERSTAND THE PLANS AND SPECIFICATIONS. ANY QUESTIONS AND DISCREPANCIES MUST BE ADDRESSED PRIOR TO COMMENCING CONSTRUCTION.

2. ALL CONSTRUCTION SPECIFICATIONS WITHIN CITY ROW AND EASEMENTS SHOULD COMPLY WITH TOWN OF LITTLE ELM STANDARDS. PRIOR APPROVAL TO USE ANY NON-STANDARD MATERIAL IS REQUIRED.

3. CONTRACTOR MUST VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION.

4. CONTRACTOR MUST ENSURE THAT ALL AREAS ARE GRADED TO DRAIN.

5. CONTRACTOR MUST NOTIFY ENGINEER OF ANY DISCREPANCIES BETWEEN THESE PLANS & ONSITE CONDITIONS.

PAVING NOTES:

1. CONTROL JOINTS FORMED BY SAWING PAVEMENT ARE RECOMMENDED EVERY 12 TO 15 FEET IN BOTH THE LONGITUDINAL AND TRANSVERSE DIRECTION.

2. EXPANSION JOINTS SHALL BE INSTALLED WHERE SHOWN.

3. ALL DIMENSIONS ARE TO BACK OF CURB. IF NO CURB IS PROPOSED, ALL DIMENSIONS ARE TO EDGE OF PAVEMENT.

CONSTRUCTION NOTES:	
1	INSTALL EXPANSION JOINT PER TOWN OF LITTLE ELM STANDARD DETAIL.
2	INSTALL 6" CURB PER TOWN OF LITTLE ELM STANDARD DETAIL.
3	CONSTRUCT STREET HEADER PER TOWN OF LITTLE ELM STANDARD DETAILS
4	INSTALL 12" CULVERT (SEE SHEET 2)
5	FUTURE 6" SIDEWALK
6	INSTALL 2-2" ELECTRICAL CONDUIT SLEEVES UNDER DRIVEWAY.

PARKING SPACES

6" THICK, 3,500 psi CONCRETE AT 28 DAYS, REINFORCED WITH NO. 3 BARS SPACED 18" O.C.E.W. ON A SUBGRADE SCARIFIED TO 8" (min) AND COMPACTED TO A MINIMUM OF 98% STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D 698) WITHIN -2 TO +4 PERCENTAGE POINTS ABOVE OPTIMUM MOISTURE CONTENT.

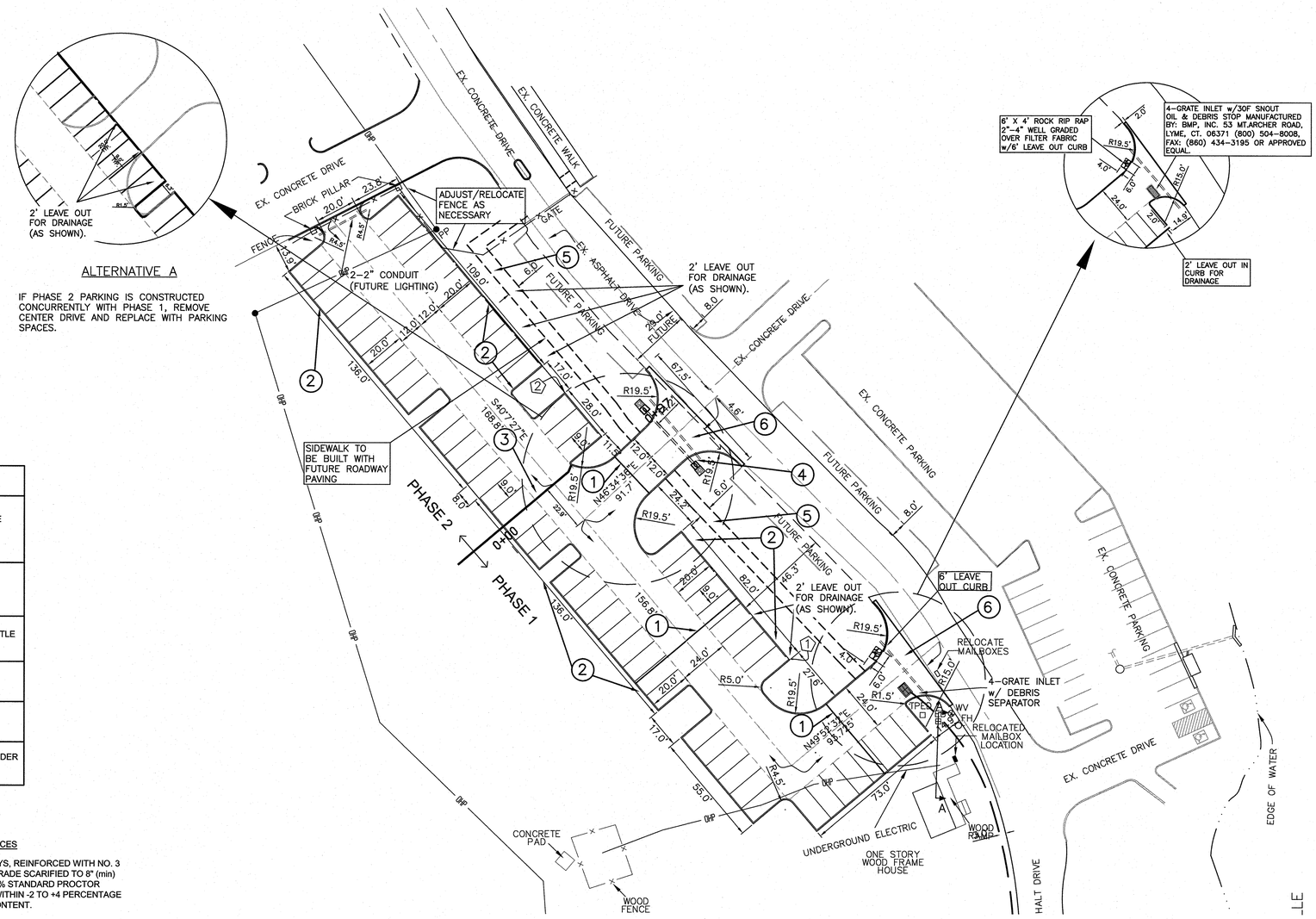
DRIVES

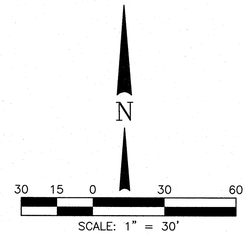
6" THICK, 3,500 psi CONCRETE AT 28 DAYS, REINFORCED WITH NO. 3 BARS SPACED 18" O.C.E.W. ON 6" OF LIME OR 6" OF FLEXBASE SCARIFIED TO 8" (min) AND COMPACTED TO A MINIMUM OF 98% STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D 698) WITHIN -2 TO +4 PERCENTAGE POINTS ABOVE OPTIMUM MOISTURE CONTENT.

OR

8" THICK, 3,500 psi CONCRETE AT 28 DAYS, REINFORCED WITH NO. 3 BARS SPACED 18" O.C.E.W. ON A SUBGRADE SCARIFIED TO 8" (min) AND COMPACTED TO A MINIMUM OF 98% STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D 698) WITHIN -2 TO +4 PERCENTAGE POINTS ABOVE OPTIMUM MOISTURE CONTENT.

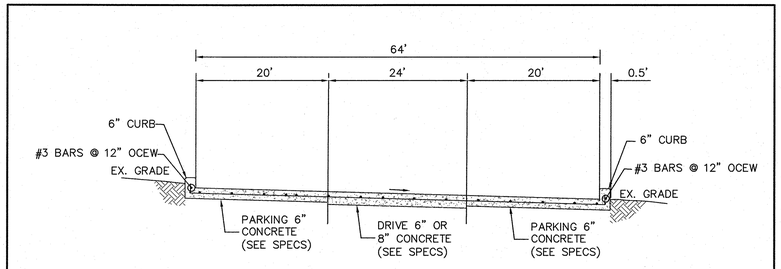
No person shall construct, reconstruct, alter, repair, remove, replace, pave, repave, surface or resurface any walk, drive, curb, gutter, paved area or appurtenance on public property in the city without first obtaining from the building inspector a permit to do so.





SITE PLAN SUMMARY	
PHASE 1 PARKING	35 SPACES
PHASE 2 PARKING	32 SPACES
FUTURE PARKING	17 SPACES
TOTAL	84 SPACES

LEGEND	
771	EXISTING 1 FOOT CONTOUR INTERVAL
770	EXISTING 5 FOOT CONTOUR INTERVAL
BOID	BOIS D' ARC
MESQ	MESQUITE
HB	HACKBERRY
MT	MULTI-TRUNK
OHP	OVERHEAD POWER
EB	ELECTRIC BOX
ELEC	ELECTRIC
TPED	TELEPHONE PEDESTAL
FH	FIRE HYDRANT
WV	WATER VALVE
1	REFERENCE POINT



TYP PVMT SECTION (PARKING AREA)
N.T.S.

CAUTION!!

UNDERGROUND ELECTRIC LINES IN THIS AREA RELOCATE IF NECESSARY

STATE OF TEXAS
DAYTON C. MACATEE
65028
REGISTERED PROFESSIONAL ENGINEER

11/20/19
DAYTON MACATEE ENGINEERING, LLC
TX. REG. NO. F-456

PAVING AND DIMENSIONAL CONTROL

COTTONWOOD CREEK MARINA

900 LOBO LN, LITTLE ELM, TX 75068

TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

MACATEE ENGINEERING
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(Tex. Reg. No. F-456)
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E-MAIL: daytonm@macatee-engineering.com

DESIGNED	DRAWN	DATE	DWG FILE	PROJECT #	SHEET NO.
MAC	JRS	11/20/2019			1 OF 9

ENGINEER'S NOTES TO CONTRACTOR

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5. CONTRACTOR MUST NOTIFY ENGINEER OF ANY DISCREPANCIES BETWEEN THESE PLANS & ONSITE CONDITIONS.

EARTHWORK NOTES

Site Preparation
1. All trees, stumps, brush, abandoned structures, roots, vegetation, rubbish and any other undesirable matter should be properly removed and disposed of.

Fill Materials
2. Off-site materials to be used for fill should be approved by the Soils Engineer. There should be no roots, vegetation or any other undesirable matter in the soil, and no rocks larger than six (6) inches in diameter.

Depth of Mixing of Fill Layers
3. The fill material should be placed in level, uniform layers, which, when compacted, should have a moisture content and density conforming to the stipulations called for in the Geotechnical Investigation. Each layer should be thoroughly mixed during the spreading to insure the uniformity of the layer.

Rock
4. There should be no rock incorporated within the fill which exceeds six (6) inches in its greatest dimension, and no large rocks will be permitted within twelve (12) inches of the finished subgrade.

Compaction of Fill Layers
5. Compaction equipment should be of such design that it will be able to compact the fill to the specified density. Compaction of each layer shall be continuous over its entire area. Minimum compaction shall be 95% standard Proctor density at -2% to +4% of optimum moisture content. Refer to paving plan for compaction specifications in paved areas.

Density Tests
6. Field Density tests should be made by the Soils Engineer or his representative. Density tests should be taken in the compacted material below the disturbed surface. After each layer of fill, compaction tests, as necessary, should be made by the Soils Engineer. If the materials fail to meet the density specified, the courses should be reworked as necessary to obtain the specified compaction.

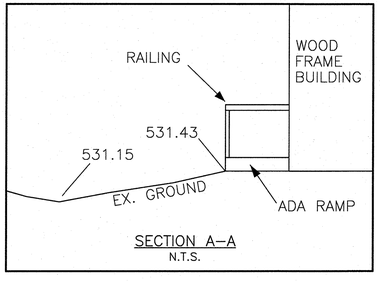
Supervision
7. Supervision by the Soils Engineer should be of such continuity during the grading operation that he can certify that all cut and filled areas were graded in accordance with the accepted specifications.

* Density Test and Supervision may be waived at the discretion of the city and owner.

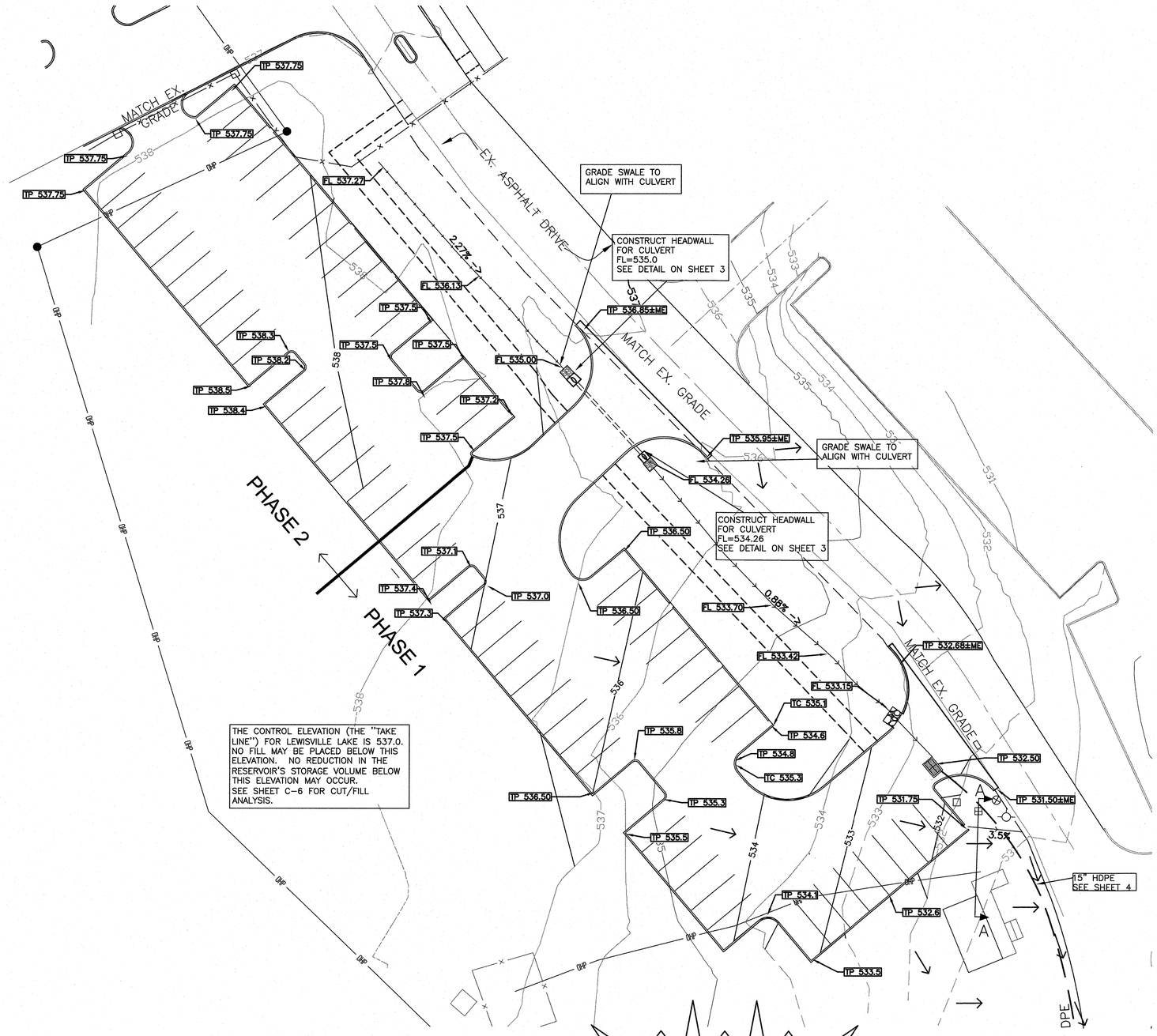
8. All areas shall be graded to drain.

Subgrade Preparation-Paved Areas
9. In areas to be paved, Contractor shall reestablish the specified moisture content and density within 72 hours of paving operations.

Accomodation of landscaping
10.(FG) Finished Grades must be maintained after the installation of landscaping. The Landscaper must ensure positive drainage away from all buildings.



SECTION A–A
N.T.S.



CAUTION!!

UNDERGROUND ELECTRIC LINES IN THIS AREA
RELOCATE IF NECESSARY

N

20 10 0 20 40
SCALE: 1" = 20'

SITE PLAN SUMMARY	
PHASE 1 PARKING	35 SPACES
PHASE 2 PARKING	32 SPACES
FUTURE PARKING	41 SPACES
TOTAL	109 SPACES

LEGEND

	PROPOSED 1 FOOT CONTOUR INTERVAL
	PROPOSED 5 FOOT CONTOUR INTERVAL
771	EXISTING 1 FOOT CONTOUR INTERVAL
770	EXISTING 5 FOOT CONTOUR INTERVAL
BOID	BOIS D' ARC
MESQ	MESQUITE
HB	HACKBERRY
MT	MULTI-TRUNK
OHP	OVERHEAD POWER
EB	ELECTRIC BOX
ELEC	ELECTRIC
TPED	TELEPHONE PEDESTAL
FH	FIRE HYDRANT
WV	WATER VALVE
	TIE TO EXISTING CONTOUR
TP	TOP OF PAVEMENT
FL	FLOW LINE
ME	MATCH EXISTING

STATE OF TEXAS
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REGISTERED PROFESSIONAL ENGINEER

Dayton C. Macatee
11/19/19
DAYTON MACATEE ENGINEERING, LLC
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GRADING PLAN

COTTONWOOD CREEK MARINA

900 LOBO LN, LITTLE ELM, TX 75068

TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

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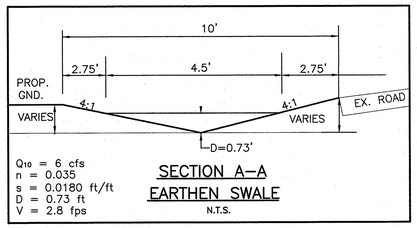

SECTION A–A
EARTHEN SWALE
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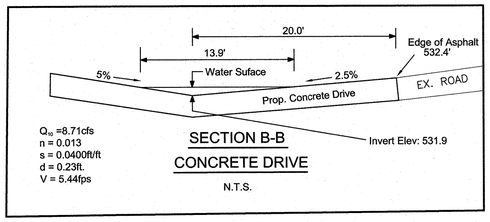

SECTION B-B
CONCRETE DRIVE
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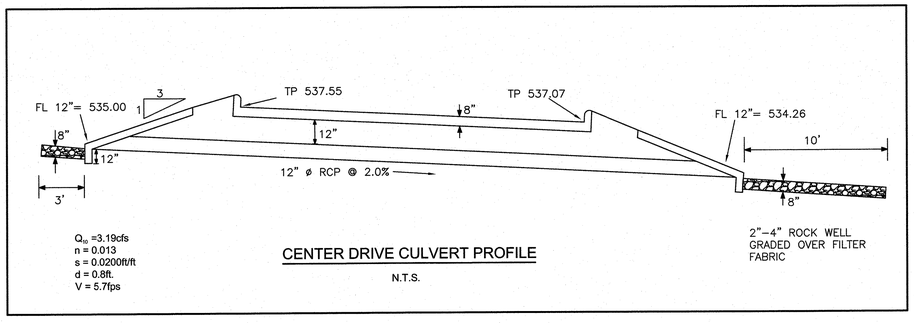

CENTER DRIVE CULVERT PROFILE
N.T.S.

Proposed Runoff Calculations									Zoned: AG
Area	Acres	C	CA	Tc (min)	I_{10}	Q_{10}	I_{100}	Q_{100}	Notes
A	0.42	0.6	0.252	10.71	6.34	1.60	9.02	2.27	Drains to swale
B	0.63	0.6	0.378	10.96	6.28	2.37	8.94	3.38	Drains to Lake Lewisville
O1	0.64	0.4	0.256	11.25	6.22	1.59	8.86	2.27	Drains to parking lot
O2	1.28	0.4	0.512	11.54	6.15	3.15	8.78	4.50	Drains to parking lot

RATIONAL METHOD
Q=CIA
Q ~ Flow (c.f.s.)
C ~ Runoff Coefficient
I ~ Intensity (in./hr.)
A ~ Drainage Area (Acres)

STATE OF TEXAS
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11/19/19
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LEGEND

	PROPOSED 1 FOOT CONTOUR INTERVAL
	PROPOSED 5 FOOT CONTOUR INTERVAL
771	EXISTING 1 FOOT CONTOUR INTERVAL
770	EXISTING 5 FOOT CONTOUR INTERVAL
BOID	BOIS D' ARC
MESQ	MESQUITE
HB	HACKBERRY
MT	MULTI–TRUNK
OHP	OVERHEAD POWER
EB	ELECTRIC BOX
ELEC	ELECTRIC
TPED	TELEPHONE PEDESTAL
FH	FIRE HYDRANT
WV	WATER VALVE
	DRAINAGE AREA BOUNDARY
X	DRAINAGE AREA
XXX	ACREAGE
XXX	100 YR RUNOFF (CFS)
	FLOW ARROW

DRAINAGE AREA MAP

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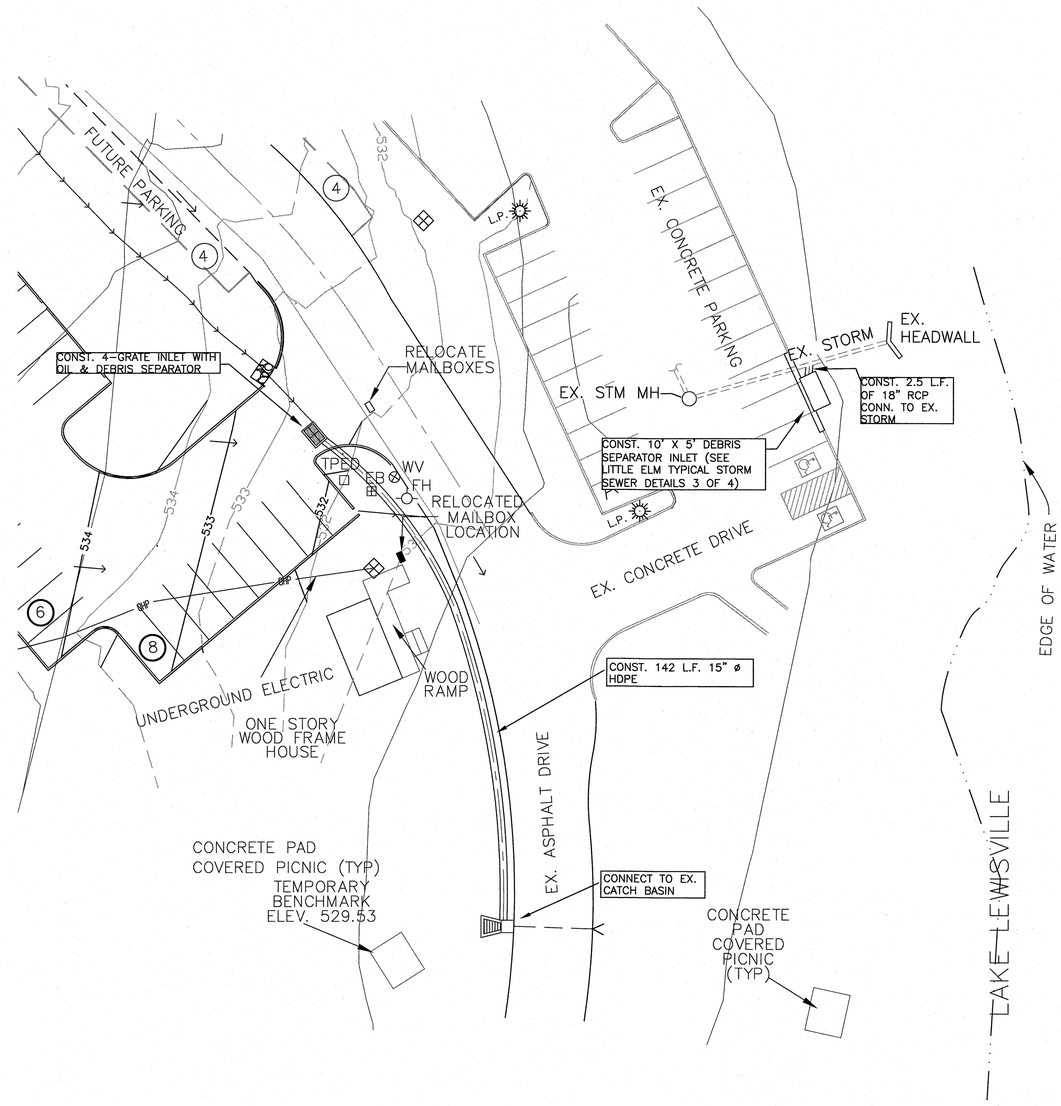
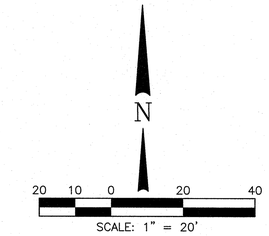
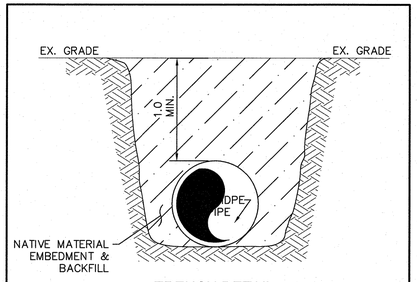
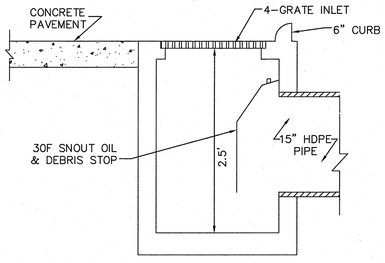


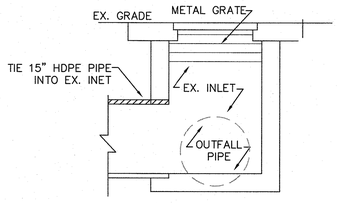




TRENCH DETAIL
N.T.S.



GRATE INLET DETAIL
N.T.S.



CATCH BASIN CONNECTION
N.T.S.

STATE OF TEXAS
DAYTON C. MACATEE
65028
REGISTERED
PROFESSIONAL ENGINEER

11/20/19

DAYTON MACATEE
ENGINEERING, LLC
TX. REG. NO. F-456

DRAINAGE PLAN

COTTONWOOD CREEK MARINA

900 LOBO LN, LITTLE ELM, TX 75068

TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

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MAC	JRS	11/20/2019			4 OF 9

ENGINEER'S NOTES TO CONTRACTOR

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STANDARDS FOR SILT FENCE

DEFINITION

TEMPORARY BARRIER FENCE MADE OF BURLAP OR POLYPROPYLENE MATERIAL WHICH IS WATER PERMEABLE BUT WILL TRAP WATER – BORNE SEDIMENT.

PURPOSE

TO INTERCEPT AND DETAIN WATER – BORNE SEDIMENT FROM UNPROTECTED AREAS OF LIMITED EXTENT.

CONDITIONS WHERE PRACTICE APPLIES

SILT FENCE IS USED DURING THE PERIOD OF CONSTRUCTION NEAR THE PERIMETER OF A DISTURBED AREA TO INTERCEPT SEDIMENT WHILE ALLOWING WATER TO PERCOLATE THROUGH. THIS FENCE SHALL REMAIN IN PLACE UNTIL THE DISTURBED AREA IS PERMANENTLY STABILIZED. SILT FENCE SHOULD NOT BE USED WHERE THERE IS A CONCENTRATION OF WATER IN A CHANNEL OR OTHER DRAINAGE WAY.

DESIGN CRITERIA

SILT FENCE IS CONSTRUCTED NEAR THE PERIMETER OF A DISTURBED SITE WITHIN THE DEVELOPING AREA. IT IS NOT TO BE CONSTRUCTED OUTSIDE THE PROPERTY LINES WITHOUT OBTAINING A LETTER OF PERMISSION FROM THE AFFECTED ADJACENT PROPERTY OWNERS.

A DESIGN IS NOT REQUIRED FOR THE INSTALLATION OF THE SILT FENCE. HOWEVER, THE FOLLOWING CRITERIA SHALL BE OBSERVED :

HEIGHT – 30 INCHES MINIMUM HEIGHT MEASURED FROM EXISTING OR GRADED GROUND.

MATERIAL – BURLAP, POLYPROPYLENE FABRIC, OR NYLON REINFORCED WITH POLYESTER NETTING. THE MULLEN BURST STRENGTH SHALL BE GREATER THAN 150 PSI. THE EDGES SHALL BE TREATED TO PREVENT UNRAVELING.

SUPPORT – STEEL FENCE POSTS SPACED A MAXIMUM OF 8 FEET APART. WOVEN WIRE WILL BE USED TO SUPPORT THE MATERIAL.

STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE.

THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW.

THE TRENCH SHOULD BE A MINIMUM OF 4 INCHES DEEP AND 4 INCHES WIDE TO ALLOW FOR THE SILT FENCE TO BE LAID IN THE GROUND AND BACKFILLED.

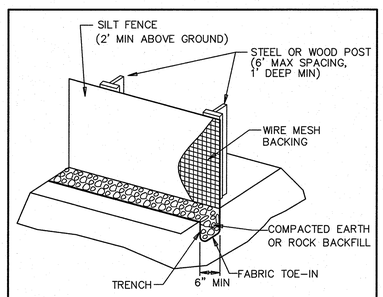
SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE STEEL FENCE POSTS.

SILT FENCE SHALL BE REMOVED WHEN IT HAS SERVED ITS USEFULNESS, SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.

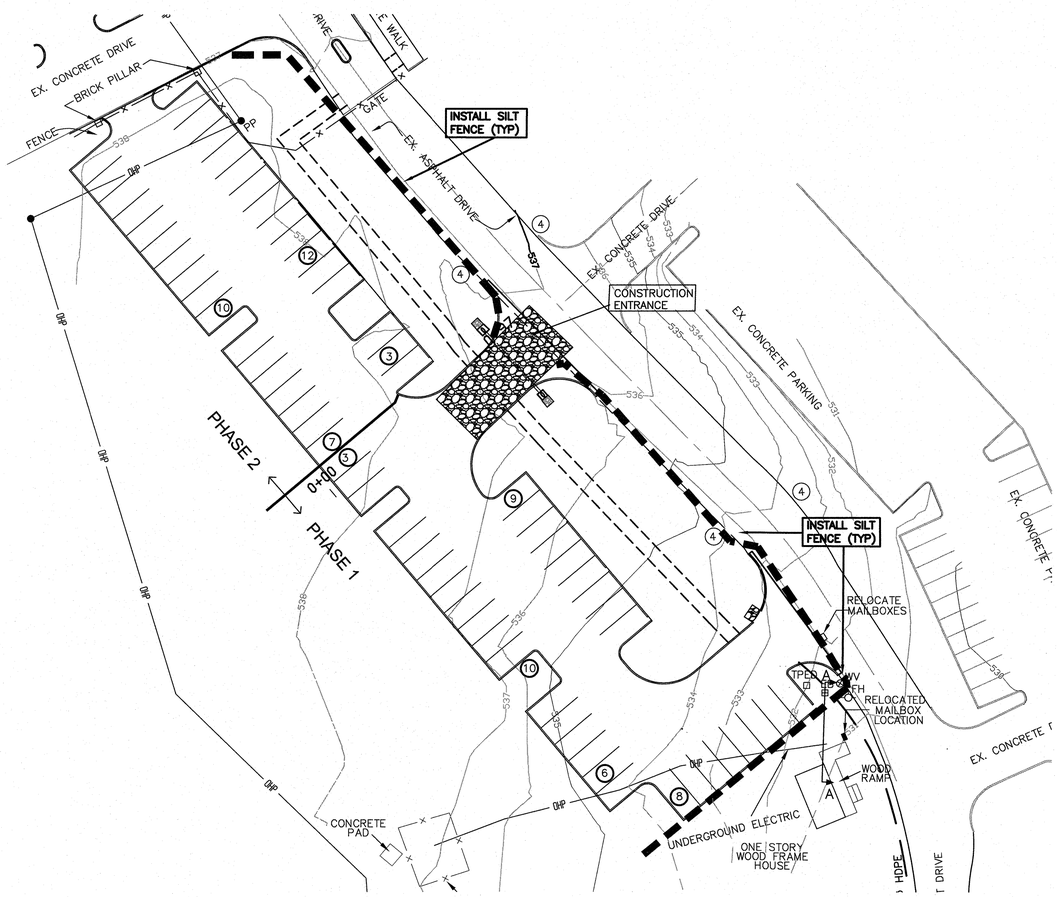
OUTLET

SILT FENCE SHALL BE PLACED AND CONSTRUCTED IN SUCH A MANNER THAT RUNOFF FROM A DISTURBED SURFACE OR EXPOSED UPLAND AREA SHALL BE INTERCEPTED, SEDIMENT TRAPPED, AND THE SURFACE RUNOFF ALLOWED TO PERCOLATE THROUGH THE STRUCTURE.

SILT FENCE SHALL BE PLACED IN SUCH A MANNER THAT SURFACE RUNOFF WHICH PURCOLATES THROUGH WILL FLOW ONTO AN UNDISTURBED STABILIZED AREA OR STABILIZED OUTLET.



SILT FENCE DETAIL
N.T.S.



N

30 15 0 30 60

SCALE: 1" = 30'

EROSION CONTROL SEQUENCING

1. THE EROSION CONTROL CONTRACTOR SHALL INSTALL SILT FENCE AS SHOWN IN THE PLAN AND CONSTRUCT THE STABILIZED CONSTRUCTION ENTRANCES AT THE LOCATIONS SHOWN ON THIS PLAN PRIOR TO CONSTRUCTION.

2. THE GRADING CONTRACTOR SHALL STRIP, CLEAR AND GRADE THE SITE. THE GRADING CONTRACTOR IS TO ASSUME RESPONSIBILITY OF THE EROSION CONTROL DEVICES DURING GRADING OPERATIONS AND ENSURE THAT THESE DEVICES REMAIN IN GOOD WORKING ORDER. AFTER GRADING IS COMPLETE, THE GRADING CONTRACTOR SHALL INSPECT THE DEVICES TO ENSURE THAT THEY REMAIN IN GOOD WORKING ORDER.

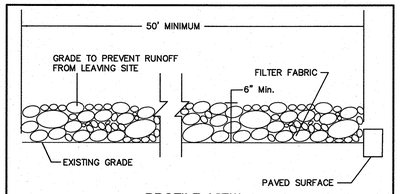
3. BEGIN PAVING CONSTRUCTION. THE PAVING CONTRACTOR SHALL ASSUME RESPONSIBILITY OF THE EROSION CONTROL DEVICES DURING PAVING CONSTRUCTION AND ENSURE THAT THESE DEVICES REMAIN IN GOOD WORKING ORDER. AFTER PAVING CONSTRUCTION IS COMPLETE, THE PARKWAYS SHALL BE BACKFILLED TO A FINISHED SLOPE OF 1/4" PER FOOT. THE PAVING CONTRACTOR SHALL INSPECT THE DEVICES PRIOR TO MOVING OFF SITE TO ENSURE THAT THEY REMAIN IN GOOD WORKING ORDER.

4. THE EROSION CONTROL CONTRACTOR SHALL INSTALL SILT FENCE ALONG STREET RIGHTS-OF-WAY.

5. AFTER CONSTRUCTION IS COMPLETE, THE EROSION CONTROL CONTRACTOR SHALL SEED ALL DISTURBED AREAS. WHEN SUFFICIENT GRASS GROWTH HAS BEEN ESTABLISHED, ALL SILT FENCE AND OTHER EROSION CONTROL DEVICES SHALL BE REMOVED FROM THE SITE.

LEGEND

	PROPOSED 1 FOOT CONTOUR INTERVAL
	PROPOSED 5 FOOT CONTOUR INTERVAL
771	EXISTING 1 FOOT CONTOUR INTERVAL
770	EXISTING 5 FOOT CONTOUR INTERVAL
BOID	BOIS D' ARC
MESQ	MESQUITE
HB	HACKBERRY
MT	MULTI-TRUNK
OHP	OVERHEAD POWER
EB	ELECTRIC BOX
ELEC	ELECTRIC
TPED	TELEPHONE PEDESTAL
FH	FIRE HYDRANT
WV	WATER VALVE
	SILT FENCE

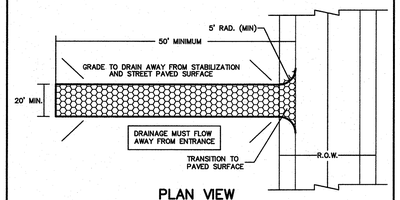


PROFILE VIEW

MATERIAL SPECIFICATIONS

A. AGGREGATE – NATURAL STONE OR RE-CYCLED CONCRETE MEETING THE GRADATION REQUIREMENTS OF NCTCOG SPECIFICATION ITEM 2.1.8 (d). [3"-4" DIAMETER]

B. FILTER STONE – NCTCOG SPECIFICATION 2.23.3.



PLAN VIEW

STABILIZED CONSTRUCTION ENTRANCE
N.T.S.

TEMPORARY STONE CONSTRUCTION ENTRANCE/EXIT

DESCRIPTION

AN AGGREGATE AREA OR PAD LOCATED WHERE VEHICLES ENTER AND LEAVE A CONSTRUCTION SITE.

PURPOSE

TO PROVIDE AN AREA WHERE VEHICLES CAN REMOVE MUD AND SEDIMENT FROM THEIR TIRES PRIOR TO DRIVING ON PUBLIC STREETS. IF USED PROPERLY, IT REDUCES THE REQUIREMENT TO REMOVE SEDIMENT FROM PUBLIC STREETS, DIRECTS THE MAJORITY OF TRAFFIC TO A SINGLE LOCATION, AND PROVIDES PROTECTION FOR OTHER BEST MANAGEMENT PRACTICES ON SITE THROUGH TRAFFIC CONTROL.

APPLICATIONS

USE WHEREVER TRAFFIC WILL BE LEAVING A CONSTRUCTION SITE AND MOVING DIRECTLY ONTO A PUBLIC ROAD OR AN OFF-SITE PAVED SURFACE. PRIMARY INSTALLATIONS INCLUDE EXITS FROM STORAGE AREAS, STAGING AREAS, TRUCK HAUL ROUES, AND BORROW/SPOIL AREAS.

LIMITATIONS

SELECTION OF THE STONE CONSTRUCTION EXIT/ENTRANCE LOCATION IS CRITICAL, SINCE TO BE EFFECTIVE ALL TRAFFIC MUST USE THE AREA(S) TO EXIT A SITE. THE DEVICE IS NOT SUITABLE FOR USE ON LONG, LINEAR PROJECTS UNLESS THERE ARE DESIGNATED POINTS FOR CONTROLLED ACCESS. CONTRACTORS SHALL CLEAN-UP EXCESSIVE STONE FROM EXISTING PAVED STREETS DURING THE CONSTRUCTION PROCESS.

DESIGN CRITERIA

A. MINIMUM PAD DIMENSIONS: WIDTH = 20 FEET OR TOTAL WIDTH OF VEHICLE ACCESS, WHICHEVER IS GREATER.
LENGTH = 50 FEET (RESIDENTIAL LOTS USE 20')
DEPTH = 6 INCHES

B. GRADE: AVOID GRADES STEPER THAN 5% AND GRADE TO DRAIN BACK ON TO THE SITE OR TO ANOTHER BEST MANAGEMENT PRACTICE TO CONTROL OFF-SITE SEDIMENTATION.

C. LOCATION: LOCATE THE CONSTRUCTION ENTRANCE/EXIT TO LIMIT THE AMOUNT OF SEDIMENT THAT LEAVES THE CONSTRUCTION SITE AND TO PROVIDE FOR MAXIMUM USE BY VEHICLES LEAVING THE SITE. DO NOT PLACE ALONG CURVES IN THE PUBLIC ROADWAY.

D. FILTER FABRIC: SHALL BE USED FOR INSTALLATIONS WITH A CONSTRUCTION PERIOD OF OF MORE THAN 6 MONTHS, WHERE HEAVY TRUCK TRAFFIC IS ANTICIPATED DAILY, OR VERY WEAK SUB-GRADE SOILS ARE PRESENT.

MATERIAL SPECIFICATIONS

A. AGGREGATE – NATURAL STONE OR RE-CYCLED CONCRETE MEETING THE GRADATION REQUIREMENTS OF NCTCOG SPECIFICATION ITEM 2.1.8 (d). [3"-4" DIAMETER]

B. FILTER STONE – NCTCOG SPECIFICATION 2.23.3.

MAINTENANCE REQUIREMENTS

INSPECTIONS SHOULD BE MADE WEEKLY AND AFTER MAJOR RAIN EVENTS TO ENSURE THAT THE DEVICE IS FUNCTIONING PROPERLY. WHEN SEDIMENT OR MUD HAS CLOGGED THE VOID SPACES BETWEEN THE STONES OR MUD IS BEING TRACKED ONTO THE PUBLIC ROADWAY THE AGGREGATE PAD MUST BE WASHED DOWN OR REPLACED. RUNOFF FROM THE WASHDOWN OPERATION SHALL NOT BE ALLOWED TO DRAIN DIRECTLY OFF SITE WITHOUT FIRST FLOWING THROUGH ANOTHER BEST MANAGEMENT PRACTICE TO CONTROL OFF-SITE SEDIMENTATION. PERIODIC RE-GRADING OR THE ADDITION OF NEW STONE MAY BE REQUIRED TO MAINTAIN THE EFFICIENCY OF THE INSTALLATION.

STATE OF TEXAS
DAYTON C. MACATEE
65028
REGISTERED
PROFESSIONAL ENGINEER

Dayton C Macatee
11/18/19

DAYTON MACATEE ENGINEERING, LLC
TX. REG. NO. F-456

EROSION CONTROL PLAN

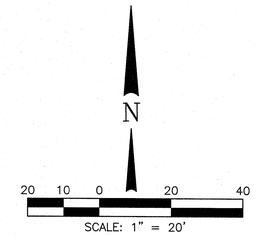
COTTONWOOD CREEK MARINA

900 LOBO LN, LITTLE ELM, TX 75068

TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

MACATEE ENGINEERING
DAYTON MACATEE ENGINEERING, LLC
(Tex. Reg. No. F-456)
12655 N. CENTRAL EXPWY #420
DALLAS, TEXAS 75243
TEL 214-373-1180 * FAX 214-373-6580
E-MAIL: daytonm@macatee-engineering.com

DESIGNED	DRAWN	DATE	DWG FILE	PROJECT #	SHEET NO.
MAC	JRS	11/18/2019			5 OF 9



ENGINEER'S NOTES TO CONTRACTOR

1. BY COMMENCING CONSTRUCTION CONTRACTOR AFFIRMS THEY HAVE REVIEWED AND UNDERSTAND THE PLANS AND SPECIFICATIONS. ANY QUESTIONS AND DISCREPANCIES MUST BE ADDRESSED PRIOR TO COMMENCING CONSTRUCTION.

2. ALL CONSTRUCTION SPECIFICATIONS WITHIN CITY ROW AND EASEMENTS SHOULD COMPLY WITH TOWN OF LITTLE ELM STANDARDS. PRIOR APPROVAL TO USE ANY NON-STANDARD MATERIAL IS REQUIRED.

3. CONTRACTOR MUST VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION.

4. CONTRACTOR MUST ENSURE THAT ALL AREAS ARE GRADED TO DRAIN.

5. CONTRACTOR MUST NOTIFY ENGINEER OF ANY DISCREPANCIES BETWEEN THESE PLANS & ONSITE CONDITIONS.

SITE PLAN SUMMARY	
PHASE 1 PARKING	35 SPACES
PHASE 2 PARKING	32 SPACES
FUTURE PARKING	41 SPACES
TOTAL	109 SPACES

LEGEND	
BOID	BOIS D' ARC
MESQ	MESQUITE
HB	HACKBERRY
MT	MULTI-TRUNK
OHP	OVERHEAD POWER
400	TREE ID NUMBER
	EX. TREE
	EX. TREE TO BE REMOVED

NOTE:
TREES NUMBERED FROM 600-807 ARE DESCRIBED ON SHEET 6 TREE PRESERVATION NOTES.

TREE PRESERVATION PLAN

COTTONWOOD CREEK MARINA

900 LOBO LN, LITTLE ELM, TX 75068

TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

MACATEE ENGINEERING
DAYTON MACATEE ENGINEERING, LLC
(Tex. Reg. No. F-456)
12655 N. CENTRAL EXPWY #420
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DESIGNED	DRAWN	DATE	DWG FILE	PROJECT #	SHEET NO.
MAC	JRS	11/18/2019			6 OF 9

TREE TYPE COMMON AND BOTANICAL	TREE SIZE INCHES	TREE ID NUMBER	CONDITION OF TREE	PRESERVE
Hackberry Celtis occidentalis	9	400	Alive	No
Hackberry Celtis occidentalis	6	401	Alive	No
Hackberry Celtis occidentalis	6	402	Alive	No
Mesquite Prosopis Genus	14	403	Alive	No
Hackberry Celtis occidentalis	7	404	Alive	No
Hackberry Celtis occidentalis	7	405	Alive	No
Bois d'arc Maclura Genus	6	406	Alive	Yes
Hackberry Celtis occidentalis	10	407	Alive	No
Hackberry Celtis occidentalis	9	408	Alive	No
Hackberry Celtis occidentalis	12	409	Alive	No
Mesquite Prosopis Genus	16	410	Alive	Yes
Hackberry Celtis occidentalis	9	411	Alive	Yes
Hackberry Celtis occidentalis	8	412	Alive	No
Hackberry Celtis occidentalis	7	413	Alive	No
Elm Ulmus americana	16	414	Alive	No
Hackberry Celtis occidentalis	10	415	Alive	Yes
Hackberry Celtis occidentalis	10	416	Alive	Yes
Hackberry Celtis occidentalis	10	417	Alive	Yes
Hackberry Celtis occidentalis	7	418	Alive	Yes
Hackberry Celtis occidentalis	8	419	Alive	Yes
Hackberry Celtis occidentalis	8	420	Alive	Yes
Hackberry Celtis occidentalis	7	421	Alive	Yes
Elm Ulmus americana	12	422	Alive	No
Hackberry Celtis occidentalis	8	423	Alive	No
Hackberry Celtis occidentalis	10	425	Alive	No
Hackberry Celtis occidentalis	10	426	Alive	No
Hackberry Celtis occidentalis	10	427	Alive	No
Hackberry Celtis occidentalis	12	428	Alive	No
Hackberry Celtis occidentalis	9	429	Alive	No
Hackberry Celtis occidentalis	10	430	Alive	No
Hackberry Celtis occidentalis	16	431	Alive	No
Elm Ulmus americana	17	432	Alive	Yes
Hackberry Celtis occidentalis	8	433	Alive	No
Hackberry Celtis occidentalis	8	434	Alive	No
Hackberry Celtis occidentalis	9	435	Alive	No
Mesquite Prosopis Genus	17	436	Alive	Yes
Elm Ulmus americana	10	437	Alive	Yes
Elm Ulmus americana	13	438	Alive	Yes
Elm Ulmus americana	13	439	Alive	Yes
Elm Ulmus americana	10	440	Alive	Yes
Elm Ulmus americana	8	441	Alive	Yes
Elm Ulmus americana	8	442	Alive	Yes
Elm Ulmus americana	12	443	Alive	Yes
Hackberry Celtis occidentalis	10	444	Alive	No
Elm Ulmus americana	9	445	Alive	Yes
Elm Ulmus americana	10	446	Alive	Yes
Elm Ulmus americana	8	447	Alive	Yes
Elm Ulmus americana	12	448	Alive	Yes
Elm Ulmus americana	12	449	Alive	No
Elm Ulmus americana	8	450	Alive	Yes
Elm Ulmus americana	8	451	Alive	Yes
Elm Ulmus americana	11	452	Alive	Yes
Elm Ulmus americana	11	453	Alive	Yes
Hackberry Celtis occidentalis	40	454	Alive	Yes
Hackberry Celtis occidentalis	12	455	Alive	Yes
Hackberry Celtis occidentalis	11	456	Alive	No

NOTE: TREE ID NO. 424 NOT USED

TREE TYPE COMMON AND BOTANICAL	TREE SIZE INCHES	TREE ID NUMBER	CONDITION OF TREE	PRESERVE
Elm Ulmus americana	9	600	Alive	Yes
Elm Ulmus americana	4	601	Alive	Yes
Elm Ulmus americana	3	602	Alive	Yes
Elm Ulmus americana	3	603	Alive	Yes
Hackberry Celtis occidentalis	5	604	Alive	Yes
Hackberry Celtis occidentalis	4	605	Alive	Yes
Hackberry Celtis occidentalis	5	606	Alive	Yes
Elm Ulmus americana	9	607	Alive	Yes
Elm Ulmus americana	3	608	Alive	Yes
Elm Ulmus americana	3	609	Alive	Yes
Elm Ulmus americana	5	610	Alive	Yes
Elm Ulmus americana	3	611	Alive	Yes
Elm Ulmus americana	3	612	Alive	Yes
Elm Ulmus americana	5	613	Alive	Yes
Elm Ulmus americana	4	614	Alive	Yes
Elm Ulmus americana	5	615	Alive	Yes
Hackberry Celtis occidentalis	3	616	Alive	Yes
Hackberry Celtis occidentalis	5	617	Alive	No
Hackberry Celtis occidentalis	4	618	Alive	No
Hackberry Celtis occidentalis	4	619	Alive	No
Hackberry Celtis occidentalis	5	620	Alive	No
Hackberry Celtis occidentalis	3	621	Alive	No
Hackberry Celtis occidentalis	5	622	Alive	No
Elm Ulmus americana	4	623	Alive	No
Hackberry Celtis occidentalis	5	624	Alive	No
Hackberry Celtis occidentalis	5	625	Alive	No
Hackberry Celtis occidentalis	5	626	Alive	No
Hackberry Celtis occidentalis	5	627	Alive	No
Hackberry Celtis occidentalis	4	628	Alive	No
Hackberry Celtis occidentalis	5	629	Alive	No
Hackberry Celtis occidentalis	5	630	Alive	No
Elm Ulmus americana	5	631	Alive	Yes
Hackberry Celtis occidentalis	3	632	Alive	Yes
Hackberry Celtis occidentalis	4	633	Alive	Yes
Hackberry Celtis occidentalis	4	634	Alive	Yes
Hackberry Celtis occidentalis	5	635	Alive	Yes
Hackberry Celtis occidentalis	9–MT	636	Alive	No
Hackberry Celtis occidentalis	4	637	Alive	No
Hackberry Celtis occidentalis	4	638	Alive	No
Hackberry Celtis occidentalis	4	639	Alive	No
Hackberry Celtis occidentalis	4	640	Alive	No
Hackberry Celtis occidentalis	5	641	Alive	No
Hackberry Celtis occidentalis	3	642	Alive	No
Hackberry Celtis occidentalis	3	643	Alive	No
Hackberry Celtis occidentalis	3	644	Alive	No
Hackberry Celtis occidentalis	3	645	Alive	No
Hackberry Celtis occidentalis	3	646	Alive	No
Hackberry Celtis occidentalis	5	647	Alive	No
Elm Ulmus americana	7	648	Alive	Yes
Elm Ulmus americana	4	649	Alive	Yes
Elm Ulmus americana	7	650	Alive	Yes
Elm Ulmus americana	7	651	Alive	Yes
Elm Ulmus americana	4	652	Alive	Yes
Hackberry Celtis occidentalis	4	653	Alive	Yes
Hackberry Celtis occidentalis	6	654	Alive	Yes
Hackberry Celtis occidentalis	5	655	Alive	Yes

NOTE: MT = MULTI–TRUNCK

TREE TYPE COMMON AND BOTANICAL	TREE SIZE INCHES	TREE ID NUMBER	CONDITION OF TREE	PRESERVE
Elm Ulmus americana	6	656	Alive	Yes
Elm Ulmus americana	8–MT	657	Alive	Yes
Hackberry Celtis occidentalis	3	658	Alive	Yes
Elm Ulmus americana	6	659	Alive	Yes
Elm Ulmus americana	3	660	Alive	Yes
Elm Ulmus americana	5	661	Alive	Yes
Elm Ulmus americana	4	662	Alive	Yes
Hackberry Celtis occidentalis	5	663	Alive	Yes
Bois d'arc Maclura Genus	4	664	Alive	Yes
Hackberry Celtis occidentalis	3	665	Alive	No
Hackberry Celtis occidentalis	4	666	Alive	No
Elm Ulmus americana	8–MT	667	Alive	Yes
Hackberry Celtis occidentalis	5	668	Alive	No
Hackberry Celtis occidentalis	5	669	Alive	No
Hackberry Celtis occidentalis	3	670	Alive	No
Elm Ulmus americana	6	671	Alive	No
Elm Ulmus americana	9	672	Alive	No
Hackberry Celtis occidentalis	9–MT	673	Alive	No
Hackberry Celtis occidentalis	10	674	Alive	No
Hackberry Celtis occidentalis	5	675	Alive	No
Hackberry Celtis occidentalis	3	676	Alive	No
Hackberry Celtis occidentalis	5	677	Alive	No
Hackberry Celtis occidentalis	3	678	Alive	No
Hackberry Celtis occidentalis	4	679	Alive	No
Hackberry Celtis occidentalis	4	680	Alive	No
Hackberry Celtis occidentalis	3	681	Alive	No
Hackberry Celtis occidentalis	5	682	Alive	No
Hackberry Celtis occidentalis	5	683	Alive	No
Hackberry Celtis occidentalis	6	684	Alive	No
Hackberry Celtis occidentalis	7	685	Alive	No
Hackberry Celtis occidentalis	3	686	Alive	No
Hackberry Celtis occidentalis	3	687	Alive	No
Hackberry Celtis occidentalis	3	688	Alive	No
Hackberry Celtis occidentalis	5	689	Alive	No
Hackberry Celtis occidentalis	3	690	Alive	No
Hackberry Celtis occidentalis	5	691	Alive	No
Hackberry Celtis occidentalis	6	692	Alive	No
Hackberry Celtis occidentalis	4	693	Alive	No
Bois d'arc Maclura Genus	5	694	Alive	No
Hackberry Celtis occidentalis	5	695	Alive	No
Hackberry Celtis occidentalis	4	696	Alive	Yes
Hackberry Celtis occidentalis	4	697	Alive	Yes
Hackberry Celtis occidentalis	3	698	Alive	Yes
Hackberry Celtis occidentalis	3	699	Alive	Yes
Hackberry Celtis occidentalis	5	700	Alive	Yes
Hackberry Celtis occidentalis	5	701	Alive	Yes
Bois d'arc Maclura Genus	4	702	Alive	No
Hackberry Celtis occidentalis	12–MT	703	Alive	No
Hackberry Celtis occidentalis	12	704	Alive	No
Hackberry Celtis occidentalis	8	705	Alive	No
Hackberry Celtis occidentalis	8	706	Alive	No
Hackberry Celtis occidentalis	11	707	Alive	No
Hackberry Celtis occidentalis	11	708	Alive	No
Hackberry Celtis occidentalis	40	709	Alive	No
Hackberry Celtis occidentalis	12	710	Alive	No
Hackberry Celtis occidentalis	11	711	Alive	No

NOTE: MT = MULTI–TRUNCK

TREE TYPE COMMON AND BOTANICAL	TREE SIZE INCHES	TREE ID NUMBER	CONDITION OF TREE	PRESERVE
Elm Ulmus americana	4	712	Alive	No
Hackberry Celtis occidentalis	4	713	Alive	No
Hackberry Celtis occidentalis	3	714	Alive	No
Hackberry Celtis occidentalis	4	715	Alive	No
Hackberry Celtis occidentalis	4	716	Alive	No
Hackberry Celtis occidentalis	4	717	Alive	No
Hackberry Celtis occidentalis	4	718	Alive	No
Hackberry Celtis occidentalis	4	719	Alive	No
Hackberry Celtis occidentalis	5	720	Alive	No
Hackberry Celtis occidentalis	3	721	Alive	No
Cedar Cedrus	5	722	Alive	No
Hackberry Celtis occidentalis	5	723	Alive	No
Hackberry Celtis occidentalis	4	724	Alive	No
Hackberry Celtis occidentalis	5	725	Alive	No
Elm Ulmus americana	8	726	Alive	No
Cedar Cedrus	5	727	Alive	No
Cedar Cedrus	6	728	Alive	No
Hackberry Celtis occidentalis	3	729	Alive	No
Hackberry Celtis occidentalis	3	730	Alive	No
Hackberry Celtis occidentalis	4	731	Alive	No
Hackberry Celtis occidentalis	5	732	Alive	No
Hackberry Celtis occidentalis	3	733	Alive	No
Hackberry Celtis occidentalis	5	734	Alive	No
Hackberry Celtis occidentalis	4	735	Alive	No
Hackberry Celtis occidentalis	5	736	Alive	No
Hackberry Celtis occidentalis	4	737	Alive	No
Hackberry Celtis occidentalis	5	738	Alive	No
Hackberry Celtis occidentalis	3	739	Alive	No
Hackberry Celtis occidentalis	3	740	Alive	No
Mesquite Prosopis Genus	10–MT	741	Alive	No
Hackberry Celtis occidentalis	4	742	Alive	No
Hackberry Celtis occidentalis	5	743	Alive	No
Hackberry Celtis occidentalis	4	744	Alive	Yes
Hackberry Celtis occidentalis	5	745	Alive	Yes
Hackberry Celtis occidentalis	6	746	Alive	Yes
Hackberry Celtis occidentalis	5	747	Alive	Yes
Hackberry Celtis occidentalis	5	748	Alive	Yes
Hackberry Celtis occidentalis	5	749	Alive	Yes
Hackberry Celtis occidentalis	5	750	Alive	Yes
Hackberry Celtis occidentalis	4	751	Alive	Yes
Hackberry Celtis occidentalis	5	752	Alive	No
Elm Ulmus americana	4	753	Alive	No
Hackberry Celtis occidentalis	8	754	Alive	No
Pecan Carya illinoinensis	5	755	Alive	No
Pecan Carya illinoinensis	5	756	Alive	No
Pecan Carya illinoinensis	5	757	Alive	No
Pecan Carya illinoinensis	5	758	Alive	No
Pecan Carya illinoinensis	5	759	Alive	No
Pecan Carya illinoinensis	4	760	Alive	No
Pecan Carya illinoinensis	5	761	Alive	No
Elm Ulmus americana	10	762	Alive	No
Hackberry Celtis occidentalis	9	763	Alive	No
Pecan Carya illinoinensis	4	764	Alive	No
Hackberry Celtis occidentalis	5	765	Alive	No
Pecan Carya illinoinensis	5	766	Alive	No
Pecan Carya illinoinensis	3	767	Alive	No

NOTE: MT = MULTI–TRUNCK

TREE TYPE COMMON AND BOTANICAL	TREE SIZE INCHES	TREE ID NUMBER	CONDITION OF TREE	PRESERVE
Hackberry Celtis occidentalis	6	768	Alive	No
Hackberry Celtis occidentalis	14–MT	769	Alive	No
Hackberry Celtis occidentalis	4	770	Alive	No
Hackberry Celtis occidentalis	5–MT	771	Alive	Yes
Pecan Carya illinoinensis	5	772	Alive	No
Hackberry Celtis occidentalis	7	773	Alive	No
Hackberry Celtis occidentalis	5	774	Alive	No
Hackberry Celtis occidentalis	6	775	Alive	No
Hackberry Celtis occidentalis	5	776	Alive	No
Hackberry Celtis occidentalis	4	777	Alive	No
Hackberry Celtis occidentalis	6	778	Alive	No
Hackberry Celtis occidentalis	4	779	Alive	No
Hackberry Celtis occidentalis	6	780	Alive	No
Hackberry Celtis occidentalis	3	781	Alive	No
Hackberry Celtis occidentalis	6	782	Alive	No
Hackberry Celtis occidentalis	7	783	Alive	No
Hackberry Celtis occidentalis	6	784	Alive	No
Cedar Cedrus	6	785	Alive	No
Hackberry Celtis occidentalis	5	786	Alive	No
Hackberry Celtis occidentalis	6	787	Alive	No
Hackberry Celtis occidentalis	8	788	Alive	No
Hackberry Celtis occidentalis	5	789	Alive	No
Hackberry Celtis occidentalis	5	790	Alive	No
Hackberry Celtis occidentalis	7	791	Alive	Yes
Hackberry Celtis occidentalis	5	792	Alive	No
Hackberry Celtis occidentalis	5	793	Alive	No
Hackberry Celtis occidentalis	6	794	Alive	Yes
Elm Ulmus americana	9	795	Alive	Yes
Hackberry Celtis occidentalis	6	796	Alive	Yes
Hackberry Celtis occidentalis	8	797	Alive	Yes
Elm Ulmus americana	4	798	Alive	Yes
Hackberry Celtis occidentalis	8	799	Alive	Yes
Hackberry Celtis occidentalis	8	800	Alive	Yes
Hackberry Celtis occidentalis	5	801	Alive	Yes
Hackberry Celtis occidentalis	5	802	Alive	Yes
Mesquite Prosopis Genus	9–MT	803	Alive	Yes
Hackberry Celtis occidentalis	6	804	Alive	Yes
Cedar Cedrus	9	805	Alive	Yes
Hackberry Celtis occidentalis	5	806	Alive	Yes
Dogwood Cornus kousa	7	807	Alive	Yes

NOTE: MT = MULTI–TRUNCK

TREE PRESERVATION NOTES

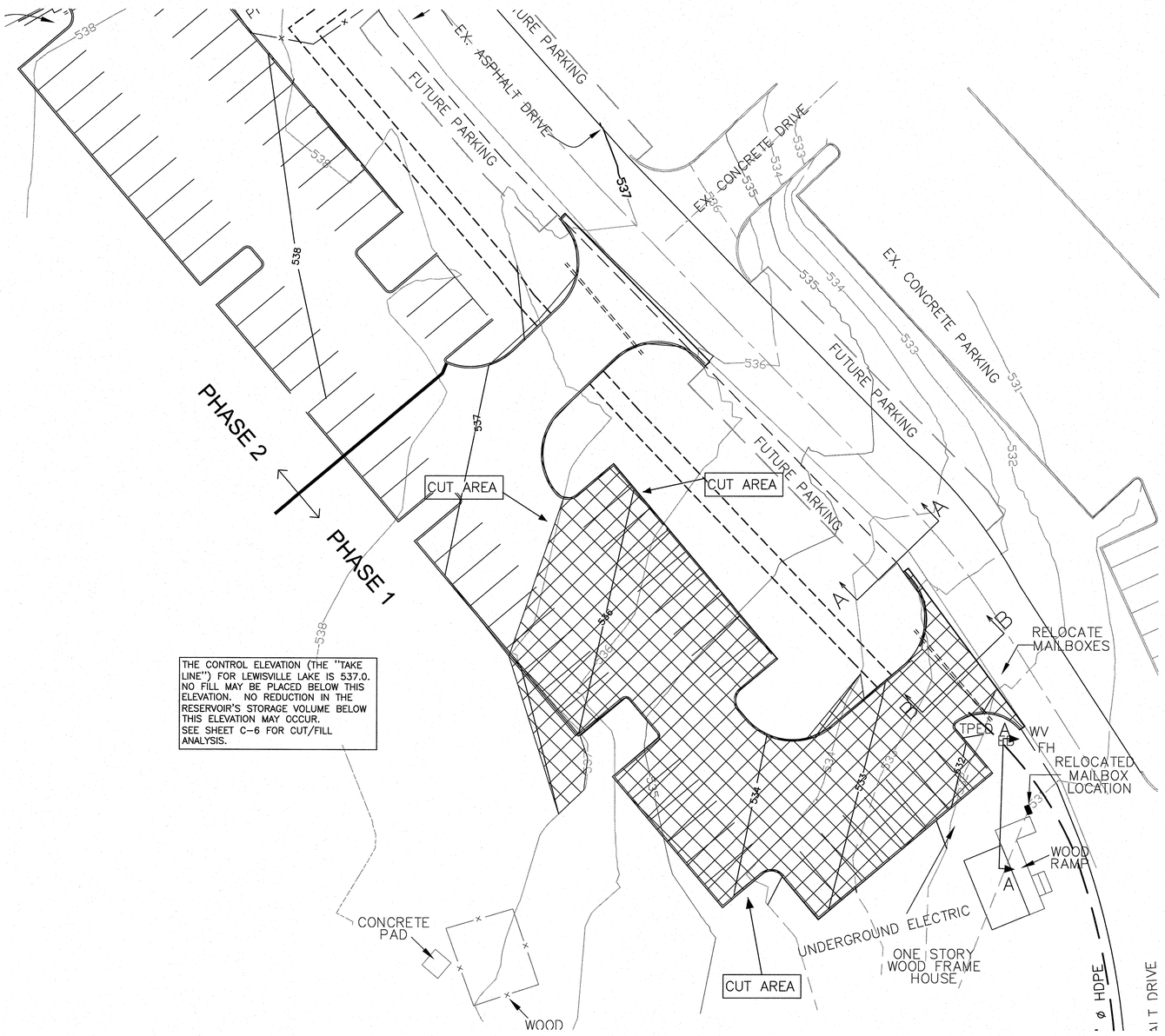
COTTONWOOD CREEK MARINA

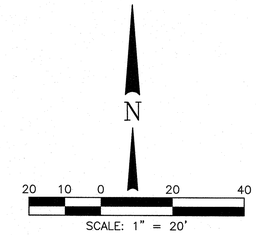
900 LOBO LN, LITTLE ELM, TX 75068

TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

MACATEE ENGINEERING
DAYTON MACATEE ENGINEERING, LLC
(Tex. Reg. No. F–456)
12655 N. CENTRAL EXPWY #420
DALLAS, TEXAS 75243
TEL 214–373–1180 * FAX 214–373–6580
E–MAIL: daytonm@macatee–engineering.com

DESIGNED	DRAWN	DATE	DWG FILE	PROJECT #	SHEET NO.
MAC	JRS	11/18/2019			7 OF 9





CUT/FILL CALCULATIONS

CUT	1,916 CU-FT
FILL	0 CU-FT
NET CUT	1,916 CU-FT

STATE OF TEXAS
DAYTON C. MACATEE
65028
REGISTERED
PROFESSIONAL ENGINEER

11/18/19

DAYTON MACATEE ENGINEERING, LLC
TX. REG. NO. F-456

CUT/FILL

COTTONWOOD CREEK MARINA

900 LOBO LN, LITTLE ELM, TX 75068

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MAC	JRS	11/18/2019			9 OF 9

CONSTRUCTION
GENERAL NOTES

CONSTRUCTION
General Notes

1. It is not the intent of these construction notes to cover all details and/or specification requirements of the Town of Little Elm.

2. The existence and locations of all underground utilities shown (main lines, no lateral or services shown) on the drawings were obtained from available records and are approximate. Neither the owner nor the engineer assumes any responsibility for utilities not shown or not in the location shown. The Contractor shall determine the depth and location of existing underground utilities prior to trenching and shall be required to take any precautionary measures to protect all lines shown and / or any other underground utilities not of record or not shown on the plans. Contractor shall be responsible for contacting all franchise and Town utilities prior to construction.

3. Any Contractor / Subcontractor performing work on this project shall familiarize himself with the site and shall be solely responsible for any damage to existing facilities resulting directly or indirectly from his operations. Said existing improvements shall include but not be limited to berms, ditches, fences, and vegetation. Any removal or damage to existing improvements shall be replaced or repaired by the Contractor at his expense and shall be approved by the Town of Little Elm.

4. All construction, testing, and materials shall meet or exceed all requirements of the Town of Little Elm. All submittals must be originals with signatures where applicable; facsimiles will not be accepted.

5. All testing shall be done by an approved laboratory at the expense of the Contractor unless approved otherwise. The Town will only accept signed original copies of all testing reports for review. The Town's Inspector shall be present at all field tests.

6. The Developer on private contracts or the Town on public contracts or his/her designee shall be responsible for furnishing and installing all temporary and permanent traffic control in accordance with the minimum requirements of the latest revision of the Texas Manual on Uniform Traffic Control Handbook. All reference for using Texas Department of Transportation (TXDOT) standards and construction details shall be the latest revisions and/or amendments thereof. The Town of Little Elm uses raised pavement markings (buttons) for striping and thermoplastic markings in lieu of paint. The minimum sign size shall be the standard size in the manual. Details are available upon request for the type of button patterns, posts, and connections required for the signs.

7. The Contractor shall make every effort not to impede traffic on existing streets, alleys, or fire lanes open to the public. In the event the construction work requires the closure of an existing street, alley, or fire lane, the Contractor shall request the road closure through the Town. If the closure eliminates the second point of access to existing buildings with a certificate of occupancy, then the access may not be closed for more than forty-eight (48) hours and will require Fire Marshal approval in either case. Unless otherwise specified by the Town, all other streets or alleys may not be closed for more than seventy-two (72) hours.

WATER SYSTEM
GENERAL NOTES

WATER SYSTEM
General Notes

All work and materials shall be in accordance with the Town's standard specifications and general design standards.

1. All tapping sleeves and valves shall be full body ductile iron. With prior approval by the Town Engineer, stainless steel Smith Blair 623 may be allowed for connection to existing lines twenty-inch (20") or larger.

2. Valves shall be Mueller or Waterous, resilient seated, 150 psi test.

3. Fittings shall be of the mechanical joint type, flanged where applicable, and be manufactured by US Pipe, American, or other as approved by the Town – Class 250. All fittings shall be restrained by the use of Mega-Lugs or approved other and concrete thrust blocking.

4. Fire hydrants shall be Mueller or Waterous three-way standard thread with valve in lead or approved other. All main steamer nozzles shall have a nominal inside diameter of four inches (4"). All commercial fire hydrants are required to be installed with 4½"-5" Hydra-Storz connections.

5. Water lines in the area of storm drain inlets shall be constructed behind the inlet by pulling the pipe using longitudinal bending in accordance with the manufacturer's requirements. Fittings may be used if bending is impractical; consult with the Town's Construction Inspector.

6. Water lines crossing under storm drains and sanitary sewer lines shall have a minimum of eighteen inches (18") clearance below storm drains and twenty-four inches (24") clearance below sanitary sewer lines or otherwise as governed by Texas Commission on Environmental Quality (TCEQ) Chapter 290 requirements. Parallel water lines shall be at least nine feet (9') clear horizontally from sanitary sewer lines and manholes. Where minimum clearance cannot be achieved, water lines shall be encased six inches (6") around in concrete to ten feet (10') either side of the utility crossing. Where water lines cross creeks or ditches the water line shall be protected by concrete encasement at least ten feet (10') past the embankment slope on each side.

7. Water mains: All water mains shall have a minimum of forty-eight inches (48") cover over the top of the pipe. All new water mains shall be PVC pipe in accordance with the following: C900 DR 14 for four-inch (4") to six-inch (6"), C900 DR 18 for eight-inch (8") to twelve-inch (12"), and C905 DR 18 for over twelve-inch (12"), all "blue" in color as per Town specifications; the pipe shall be laid on a minimum embedment (see Standard Construction Details). Water mains up to twelve inches (12") shall be installed two feet (2') back of curb; mains larger than twelve inches (12") shall be installed at least three feet (3') from the back of curb depending upon conditions. Detectable Metallic Tape ("Blue-Caution Buried Water Below" or approved other) shall be installed after initial backfill on approximate centerline of pipe prior to final backfill above all PVC mains.

8. The Contractor shall install fire hydrants at the locations shown. A M.J. and flanged tee with a flanged end to M.J. gate valve is required so that the gate valve is anchored to the main.

9. All fire hydrants shall be painted with two (2) coats of Tnemec Series 530 Omnithane diffused aluminum, silver paint (or approved equivalent) over one (1) shop coat of paint.

   Fire hydrant caps and bonnets shall be painted with two (2) coats according to NFPA 291, Chapter 3:

Class C Less than 500 GPM	Tnemec Series 2H-SC09	Safety Red
Class B Less than 500-999 GPM	Tnemec Series 2H-SC03	Safety Orange
Class A Less than 1000-1499 GPM	Tnemec Series 2H-SC07	Safety Green
Class AA Less than 1500 GPM and Above	Tnemec Series 2H-SC06	Safety Blue

   A concrete pad twenty-four (24") square shall be poured around all fire hydrants and valves.
   Concrete shall be 3000 psi, six-inch (6") thick with four (4) #3 bars.

10. All bolts and nuts used with mechanical joint fitting shall be "Cor-Ten" steel or approved other.

11. The installation of a blue stemsonite (or other) model 88-SSA fire hydrant marker will be installed opposite fire hydrants just off center to the side of the street adjacent to the hydrant.

12. Polyethylene encasement – The Contractor shall furnish and install polyethylene wrap around ductile iron pipe, related fittings, and valves. This wrap shall be an 8 mil. thickness polytube. Seams and overlaps shall be wrapped and held in place by two-inch (2") wide plastic backed adhesive tape, Polyken 900 or Scotchrap no. 50, or an approved other, with approximate two-foot (2') laps on the polytube. The wrap on the barrel of the pipe shall be loose enough to allow the film to shift with the soil. The wrap shall be installed without breaks, tears, or holes in the film. The cost of the polyethylene tube wrap and complete installation shall be included in the unit price bid for the furnishing and the installation of ductile iron pipe, related fittings, and valves.

13. Valve boxes shall be furnished at the required length in order to be set to final grade on each gate valve. After the final clean up and alignment has been completed, the Contractor shall pour a reinforced concrete block 24" x 24" x 6" around all valve boxes so the finished grade is level with the finished parkway. All valve stack components shall be cast iron. Valve boxes over four feet (4') deep will require extensions. All valves shall be marked with a saw on the curb or pavement with "V". The "V" shall point to the location of the valve as follows: If the valve is in the paving, the "V" shall be marked upright; if the valve is outside the paving, the "V" shall be marked upside down.

14. The Contractor shall coordinate operation of all existing valves with the Town. Contact the Town's Construction Inspector at the Public Works Department (214) 975-0470.

15. All water lines shall be pressure tested to 200 psi for a three (3) hour continuous period. Leakage rate shall not exceed twenty-five (25) gallons per inch of nominal diameter per mile of pipe over a twenty-four (24) hour period. Contractor shall flush and sterilize lines and prove lines to be free of fecal coliform organisms by obtaining samples for laboratory tests for contamination. The Contractor shall reflush and resterilize until all samples prove free from contamination.

16. All residential water services shall be as follows:

   A. Water services shall be normally located at two foot (2') off every other lot line. A water meter box, as approved by the Town, with lock lid shall be installed two feet (2') back of curb line.
   B. Minimum one-inch (1") meter and one-inch (1") Type K copper services are required to serve all residential lots and patio homes. For town homes and duplexes, a minimum three-quarter inch (3/4") meter and service shall be provided to each of the family units. Sand embedment shall be used around the pipe and corporation stop. Service saddles shall be brass body with double bronze flattened straps (no banded) – Ford, Cambridge, A.Y. McDonald, or approved other.
   C. The utility Contractor shall install the water services to a point two (2) feet back of the curb line at a depth of 12 inches. Line shall be continuous with no fittings under paving. The meter box shall be furnished and installed by the Contractor after the paving Contractor has completed the final grading in back of the curb. Each service location will be marked on the curb with a single vertical saw mark by the utility Contractor and tied to property corners on the "As-Recorded" plans.
   D. If there is a curb, the curb shall be sawcut with "I" at the point where the service pipe passes the curb.

17. For non-residential water services, the meter box shall be furnished and installed by the Contractor after the paving Contractor has completed the final grading in back of the curb. Meter boxes/vaults shall be located outside of paving. Each service location will be marked on the curb or pavement with a single vertical saw mark by the utility Contractor and tied to property corners on the "As-Recorded" plans.

18. Density testing requirements: Frequency of trench compaction tests shall not be less than one (1) for any pipe section and every three hundred linear feet (300') linear feet of main pipe per two feet (2') of lift until final grade, starting at two feet (2') above the top of pipe. Water services are to be tested at a rate of one (1) for every six (6) services which cross the proposed right of way or every three hundred linear feet (300') of water service installed. Every other fire hydrant lead that crosses the existing or proposed street, alley, or fire lane subgrade shall also receive at least one set of density tests. All ditches shall be mechanically tamped and compacted to ninety-five percent (95%) Standard Proctor Density at zero percent (0%) to four percent (4%) above optimum moisture. Water jetting is not permitted.

19. The Contractor shall be responsible for providing "As-Recorded" plans to the engineer of record showing the location of water services and valves by distances to lot lines. This information shall be placed and marked in the "Record Drawing" plans along with the date and the name of the contractor by the engineer of record. Copies of these "Record Drawing" plans shall be furnished to the Town on mylars, blackline prints, and electronically as required under the Town's "Final Acceptance Checklist."

20. The Contractor shall furnish a maintenance bond in the amount of 10 % (ten percent) of the total contract price to the Town to run two (2) years from the date of acceptance of the system by the Town.

SANITARY SEWER SYSTEM
GENERAL NOTES

SANITARY SEWER SYSTEM
General Notes

1. All sanitary sewer pipes four inches (4") to fifteen inches (15") nominal size shall be PVC SDR 35 or 26 meeting ASTM D3034. All sanitary sewer pipes eighteen inches (18") and larger nominal size shall be PVC meeting ASTM F679. All pipes shall be "green" in color as per Town Specifications and be laid on a minimum embedment (See Standard Construction Details). Detectable Metallic Tape ("Green-Caution Buried Sewer Below" or approved other) shall be installed after initial backfill on approximate centerline of pipe prior to final backfill.

2. All sewer mains shall be a minimum diameter of eight inches (8") and shall maintain a minimum flow velocity of two (2) feet per second.

3. All residential sanitary sewer services shall be a minimum four inches (4") in diameter and extended to a point ten feet (10') inside the property line at a maximum depth of five feet (5'). The service shall then be extended at a forty-five degree (45 °) angle to four feet (4') above the finished grade and capped. Sewer services shall be located in the center of the lot.

4. Density testing requirements: Frequency of trench compaction tests shall not be less than one (1) for any pipe section and every three hundred linear feet (300') of main pipe per two feet (2') of lift until final grade, starting at two feet (2') above top of pipe. Sewer services are to be tested at a rate of one (1) for every six (6) services staggered or every three hundred linear feet (300') of sewer service installed. Each sewer manhole will receive a density test every two feet (2') of lift until final grade, alternating around all quadrants. Every other main and stubout that crosses the existing or proposed street, alley, or fire lane subgrade shall also receive at least one set of density tests. All ditches shall be mechanically tamped and compacted to ninety-five percent (95%) Standard Proctor Density at zero percent (0%) to four percent (4%) above optimum moisture. Water jetting is not permitted.

5. After paving is completed each service location will be marked on the curb with a two (2) parallel vertical saw marks by the utility Contractor and tied to at least one (1) property corner on the "As-Recorded" plans. All manholes and cleanouts shall be marked on the curb or pavement with "MH" or "CO" as applicable.

6. The Contractor shall be responsible for providing "As-Recorded" plans to the engineer of record showing the location of sewer services by distance to the lot lines or property lines. This information shall be placed on the engineering plans and marked "Record Drawing" plans along with the date and the name of the contractor by the engineer of record. Copies of these "Record Drawing" plans shall be furnished to the Town on mylars, blackline prints, and electronically as required under the Town's "Final Acceptance Checklist." Ties shall be made by distance measurements for all manholes, cleanouts and services. TV inspections, low pressure air testing, vacuum testing of the manholes, and deflection testing are required on all sewer lines. Prior to paving, all residential sanitary sewer services shall have TV inspections.

7. Manholes shall have a 400# traffic bearing frame and cover and shall have a minimum compressive strength of 4000 psi at twenty-eight (28) days.

8. All concrete structures, whether precast or cast-in-place, shall be designed with appropriate sulfate resistant cement or equivalent based on local soil conditions. Precast manholes or other special structures in any right-of-way or fire lane easements will require a certification from the manufacturer that the product meets the design criteria and twenty-eight (28) day compressive strength. Cast-in-place manholes or other special structures in any right-of-way and fire lane or utility easements will require cylinders to be made for strength tests by an approved laboratory. Samples for strength tests of each class of concrete placed each day shall be taken not less than once a day, nor less than once for each 100-150 cu yd of concrete, nor less than once for each 5000 sq ft of surface area for slabs or walls. Four (4) cylinders shall be made: one (1) shall be broken at seven (7) days, two (2) shall be broken at twenty-eight (28) days, and one (1) shall be held in case of damage of any of the other three (3). The average strength of two (2) cylinders from the same sample, tested at twenty-eight (28) days, is required for each strength test; any strength test beyond twenty-eight (28) days is unacceptable. If the twenty-eight (28) day design strength is not reached upon strength testing the cylinders, the deficient area shall be cored immediately to ten (10) foot centers or one (1) per panel to be proved out. For any areas deficient in strength by more than 500 psi but not more than 1000 psi, the Contractor shall pay to the Town one (1) time the unit bid price per square yard for the area determined to deficient in strength. For any areas deficient in strength by more than 1000 psi, the structure shall be removed and reconstructed at the full expense of the Contractor. Prior to Town acceptance of any periodic payments for any traffic bearing structure that does not meet twenty-eight (28) day design strength; the Design Engineer shall provide a sealed structural evaluation that assesses the performance adequacy of the deficient structure as constructed under the design service loads. All coring and additional laboratory testing shall be at the expense of the Contractor.

9. The Contractor shall furnish a maintenance bond in the amount of 10 % (ten percent) of the total contract price to the Town to run two (2) years from the date of final acceptance of the system by the Town.

STORM SEWER SYSTEM
GENERAL NOTES

STORM SEWER SYSTEM
General Notes

1. All storm sewer pipe, box culverts, and other structures in right of way or fire lanes shall be reinforced concrete as per Town Specifications and shall be laid on a minimum of a compacted crushed stone or pea gravel cushion, six inches thick below the bottom of the pipe shall unless otherwise approved by the Town. The initial backfill of select material or fine granular shall be required to a minimum of the spring line of the pipe unless otherwise approved by the Town.

2. Density testing requirements: Frequency of trench compaction tests shall not be less than one every 300 linear feet of pipe per 2.0' of lift until final grade, starting at 2.0' above top of pipe. Every other lateral; stubout that crosses the existing or proposed street, alley, or fire lane subgrade; inlet; and junction box will receive a density test every lift. All ditches shall be mechanically tamped and compacted to 95% of standard proctor density at 0 – 4% above optimum moisture. Water jetting is not permitted.

3. The joints shall be constructed and jointed together in such a manner that no spill through of backfill will occur. This includes the lift holes used in certain pipe or box sizes. Approved joint materials are cold applied, plastic asphalt joint compound; rubber gaskets; and cold applied, preformed plastic gaskets.

4. Storm drainage inlets shall be as indicated on the approved construction plans. For secondary and major street intersections, a recessed type inlet will be required. For industrial and residential streets, a curb line inlet will be required unless otherwise approved. A round manhole cover with locking device shall be placed on all inlet tops. The top shall be placed near the outlet pipe. All inlets shall have a minimum compressive strength of 4000 psi at 28 days.

5. All concrete structures, whether precast or cast-in-place, shall be designed with appropriate sulfate resistant cement or equivalent based on local soil conditions. All precast box culverts or other special structures in any right-of-way or fire lane easement will require a certification from the manufacturer, prior to delivery, that the product meets the design criteria and twenty-eight (28) day compressive strength. All cast-in-place box culverts or other special structures in any right-of-way and fire lane or utility easements will require cylinders to be made for strength tests by the approved laboratory. As applicable, all certifications for precast and/or batch designs for shall specify an appropriate sulfate resistant cement or equivalent Samples for strength tests of each class of concrete placed each day shall be taken not less than once a day, nor less than once for each 100-150 cu yd of concrete, nor less than once for each 5000 sq ft of surface area for slabs or walls. Four (4) cylinders shall be made: one shall be broken at 7 day, two (2) shall be broken at twenty-eight (28) days, and one shall be held in case of damage of any of the other three (3). The average strength of two (2) cylinders from the same sample, tested at twenty-eight (28) days, is required for each strength test; any strength test beyond twenty-eight (28) days is unacceptable. If the twenty-eight (28) day design strength is not reached upon strength testing the cylinders, the deficient area shall be cored immediately to be proved out. For any areas deficient in strength by more than 500 psi but not more than 1000 psi, the Contractor shall pay to the Town two (2) times the unit bid price per square yard for the area determined to deficient in strength. For any areas deficient in strength by more than 1000 psi, the structure shall be removed and reconstructed at the full expense of the Contractor. Prior to Town acceptance of any periodic payments for any traffic bearing structure that does not meet 28 day design strength; the Design Engineer shall provide a sealed structural evaluation that assesses the performance adequacy of the deficient structure as constructed under the design service loads. All coring and additional laboratory testing shall be at the expense of the Contractor.

6. The Contractor shall be responsible for providing "As-Recorded" plans to the engineer of record showing the location of all drainage structures. This information shall be placed on the engineering plans and marked "Record Drawing" plans along with the date and the name of the contractor by the engineer of record. Copies of these "Record Drawing" plans shall be furnished to the Town on mylars, blackline prints, and electronically as required under the Town's "Final Acceptance Checklist."

7. The Contractor shall furnish a maintenance bond in the amount of 10 % (ten percent) of the total contract price to the Town to run two (2) years from the date of final acceptance of the system by the Town.

PAVING SYSTEM
GENERAL NOTES

PAVING SYSTEM
General Notes

1. Absolutely no earthwork, lime application, or other preparation of the subgrade for paving of streets, alleys, or fire lanes shall be initiated without authorization from the Town's Construction Inspector. Once all testing of underground facilities has been completed and verified to meet the Town's specifications, the Town Construction Inspector will issue a letter to the project owner or superintendent that will authorize the initiation of all subgrade work in preparation for paving. All street, alley, and fire lane right-of-way or easement width shall be excavated full width in accordance with the street and sidewalk section to be constructed. The subgrade for all streets, alleys, and fire lanes shall be stabilized with hydrated lime material to a distance 12 inches beyond the back of curb or edge of paving as applicable. The amount of lime material shall be that amount which will reduce the plasticity index (PI) below fifteen (15) as verified by testing by an approved laboratory; the Town will add one (1) percent to the laboratory results for field variation. Laboratory testing (lime series) shall generally be conducted when all utilities are complete and the roadway subgrade is complete. Lime shall be applied by percentage dry unit weight of soil treated to a minimum in place compacted thickness of six (6) inches. Sulfate tests shall also be conducted on all paving projects in the Town under the direction of the approved laboratory. Frequency of tests shall not exceed every 300 linear feet of subgrade, alternating from left quarter point to center line to right quarter point. Additional testing may be deemed necessary by the Town Engineer. All testing for the presence of sulfates in the pavement subgrade shall be at the Contractor's expense. If the sulfates are present at an unacceptable concentration, the Town may require a recommendation for further treatment of the soil from the approved laboratory, which shall be confirmed by the design engineer of record for the project.

2. Subgrade testing requirements: All fill shall be compacted to no less than 95% of standard proctor density at 0 – 4% above optimum moisture content. Frequency of testing shall not exceed every 300 linear feet per 2.0' of lift until final grade, starting at 2.0' above natural/sound grade to top of subgrade. All street, alley, and fire lane subgrade shall be compacted to no less than 95% of standard proctor density at 0 – 4% above optimum moisture content. Frequency of tests shall not exceed every 300 linear feet of subgrade, alternating from left quarter point to center line to right quarter point. Verification of lime depth, testing for subgrade gradations & pulverization's, and plasticity indices of the soil shall also be conducted; the frequency of this testing shall be as previously mentioned. All testing of materials required for the construction of any street, alley or fire lane shall be performed by an approved agency for testing materials. The nomination of the testing laboratory and the payment of such testing services shall be made by the Contractor. The engineer shall approve the laboratory nominated to do the testing of materials. It shall be the Contractor's responsibility to show by standard testing procedures that the work constructed does meet the requirements of the Town's specifications.

3. Minimum design requirements: All street, alley, parking lot, and fire lane paving shall be designed and permitted through the Town to have a minimum compressive strength of 3500 psi at twenty-eight (28) days with a minimum of five and one half (5 & 1/2) sacks of cement as verified by testing in an approved laboratory. Two batch designs shall be submitted to the Town Construction Engineer for approval: one for machine work and one for hand work. All batch designs must be signed by the testing laboratory and include all documentation, such as results of field trial testing. If applicable, all batch designs shall specify an appropriate sulfate resistant cement or equivalent. Slump shall be 1 – 3 inches for all machine work and 2 – 4 inches for all hand work. Streets (depending on classification), parking lots, and fire lanes shall have a minimum thickness of six (6) inches; alleys shall have a minimum thickness of 8"-5"-8". Upon completion of construction, all streets and fire lanes shall be cored for depth (2" cores) at a spacing of 300 ft maximum, alternating from left quarter point to center line to right quarter point. Alleys shall be cored for depth (2" cores) at a spacing of 300 ft maximum along the center line. Pavement of a thickness less than the thickness shown on the plans by more than one-quarter (1/4) inch but less than three-quarter (3/4) inch will be considered deficient. The Contractor shall pay to the Town two (2) times the unit bid price per square yard for the area determined to deficient in thickness as defined above. Pavement deficient in strength by more than three-quarter (3/4) inch shall be removed and replaced completely. The deficient area shall be cored immediately on ten (10) foot centers or one (1) per panel to be proved out. All streets, alleys, parking lots, and fire lanes will require cylinders to be made for strength tests by the approved laboratory. Samples for strength tests of each class of concrete placed each day shall be taken by an approved laboratory not less than once a day, nor less than once for each 100-150 cu yd of concrete. Four (4) cylinders shall be made: one shall be broken at 7 day, two (2) shall be broken at twenty-eight (28) days, and one shall be held in case of damage of any of the other three (3). The average strength of two (2) cylinders from the same sample, tested at twenty-eight (28) days is required for each strength test; any strength test beyond twenty-eight (28) days is unacceptable. If the twenty-eight (28) day design strength is not reached upon strength testing the cylinders, the deficient area shall be cored immediately on ten (10) foot centers or one per panel to be proved out. For any areas deficient in strength by not more than 500 psi, the Contractor shall pay to the Town one (1) time the unit bid price per square yard for the area determined to deficient in strength. For any areas deficient in strength by more than 500 psi but not more than 1000 psi, the Contractor shall pay to the Town two (2) times the unit bid price per square yard for the area determined to deficient in strength. For any areas deficient in strength by more than 1000 psi shall be removed and replaced completely. No more than three (3) – four (4) inch cores shall be extracted per panel without prior Town approval. A rebar detector shall be used to ensure that the cored areas are clear of any rebar. All coring and additional laboratory testing shall be at the expense of the Contractor. The width to be considered for any deficiencies shall be the full width of the pavement.

4. Any section of all existing public or private streets, alleys, or fire lanes shall be replaced within seventy two (72) hours of removal.

5. The Contractor shall be responsible for providing "As-Recorded" plans to the engineer of record showing the location of all paving improvements. This information shall be placed on the engineering plans and marked "Record Drawing" plans along with the date and the name of the contractor by the engineer of record. Copies of these "Record Drawing" plans shall be furnished to the Town on mylars, blackline prints, and electronically as required under the Town's "Final Acceptance Checklist."

6. The Contractor shall furnish a maintenance bond in the amount of 10 % (ten percent) of the total contract price to the Town to run two (2) years from the date of final acceptance of the system by the Town.

STREET NAME BLADE SPECIFICATION
GENERAL NOTES

STREET NAME BLADE SPECIFICATION
General Notes

1. Location: Nine-inch (9") extruded blades shall be used at all intersections.

2. Blade Requirements: Nine-inch (9") Extruded Blade shall be aluminum.

3. Lettering Alignment:

   A. Street name is left justified.
   B. Block numbers are located in upper right corner.
   C. Abbreviated street designations are located in lower right corner.

4. Lettering for Nine-inch (9") Extruded Blades:

   A. Letters are all Uppercase.
   B. Font is Federal Highway SERIES B or SERIES C (manufacturer will determine best to use based on length of blade and length of name).
   C. Letters and Numbers in street name are six-inch (6") tall.
   D. Letters in abbreviated street designation are three-inch (3") tall (i.e., LN, KWY, DR, CT, etc).
   E. Block Numbers are three-inch (3") tall.

5. Sign Sheeting and Colors:

   A. High Intensity Sheeting.
   B. Background shall be green.
   C. Legend shall be white.
   D. Town of Little Elm logo shall be left justified.

6. No Outlet Streets:

   A. For a street with only one cul-de-sac end (typical) a standard W 14-2a "NO OUTLET" shall be mounted over the street name blade.
   B. In the case of a street with two cul-de-sac ends, two (2) standard W 14-2a "NO OUTLET" signs shall be mounted over the street name blade placed in the appropriate directions.

7. Block Numbers:

   Developers and contractors ordering signs should contact Public Works at (214) 975-0470. Block numbers are required on all street name blades, even if no houses/buildings front onto the street.

8. Manufacturer Contact:

   Brandon Industries, Inc. 1601 W. Wilmeth Road, McKinney, Texas 75069. (972) 542-3000, or approved equal.

FRANCHISE UTILITY INSTALLATION & UTILITY CROSSINGS
GENERAL NOTES

FRANCHISE UTILITY INSTALLATION
General Notes

1. Installation requires the receipt of a permit from the Town of Little Elm.

2. No boring by use of missiles.

3. Density testing requirements: Frequency of trench compaction tests shall not be less than one (1) for each pipe/conduit section crossing either a proposed or future street, alley, or fire lane and every three hundred linear feet (300') of longitudinal pipe or duct bank per two feet (2') of lift until final grade, starting at two feet (2') above top of pipe. Services crossing any proposed or future street, alley, or fire lane easement are to be tested at a rate of one (1) for every six (6) services staggered or every three hundred linear feet (300') of service installed. Each franchise manhole or other junction structure will receive a density test every two feet (2') of lift until final grade, alternating around all quadrants. Every other main and stubout that crosses the existing or proposed street, alley, or fire lane subgrade shall also receive at least one set of density tests. All ditches shall be mechanically tamped and compacted to ninety-five percent (95%) Standard Proctor Density at zero percent (0%) to four percent (4%) above optimum moisture. Water jetting is not permitted.

UTILITY CROSSINGS
General Notes

1. Tunneling and boring under Town streets shall be accomplished by means of jacking, boring, or tunneling equipment which is subject to the Town approval prior to start of construction.

2. The voids outside of the carrier pipe or casing pipe shall be backfilled by hydraulically placed material so that there are no open voids over the roof of the tunnel or bore. This shall be done without damage to the roadway structure.

3. All bore pits, trenches, and inspection holes shall be backfilled within 48 hours of the installation of utility lines. The method of compaction shall be such that a soil density equal to that existing prior to the start of construction will be required as verified by an approved testing laboratory. Any excess or surplus material resulting due to displacement of utility lines and conduits shall be disposed of in an acceptable manner to the Town.

4. The street sections that are shown as typical sections shall apply to any alleys, driveways, roadways, etc. that will be within Town right-of-way or easement.

5. The Contractor shall be required to install all necessary warning and safety devices that would protect the safety and health of the public until the work has been finished and accepted by the Town.

6. The use of a casing pipe will be based upon the specific project location and soil conditions. The approved plans will show casing pipe if it is to be used on the specific bore in question. In general, the minimum casing thickness is 0.25 inch and the material shall be steel. Where more than one section is required, the casing ends shall be welded together. Raci spacers, or Town approved other, shall be used to support the carrier pipe. The use of wood skids is no longer permitted.

NO.	DATE	REVISIONS	COMMENT

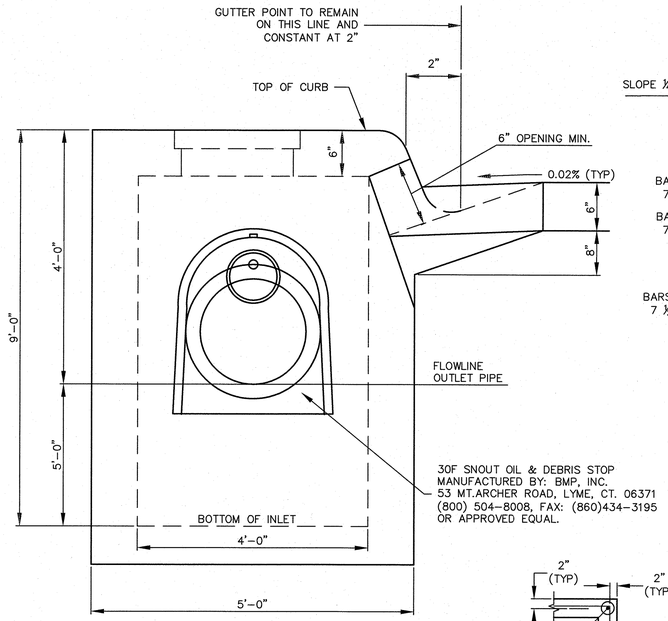
Town Of Little Elm Texas

LITTLE ELM

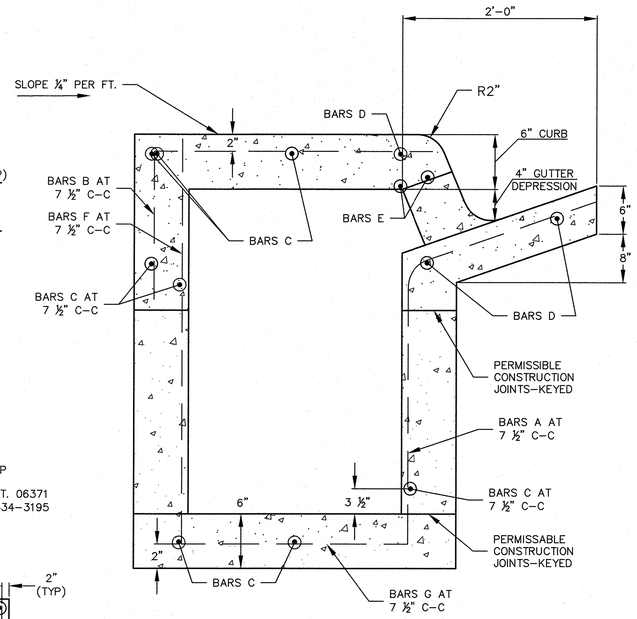
TOWN OF LITTLE ELM, TEXAS
GENERAL CONSTRUCTION NOTES

DATE: April 2008

SHEET NO. of



SECTION A-A
N.T.S.



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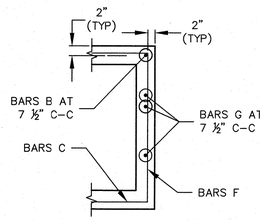

SECTION C-C
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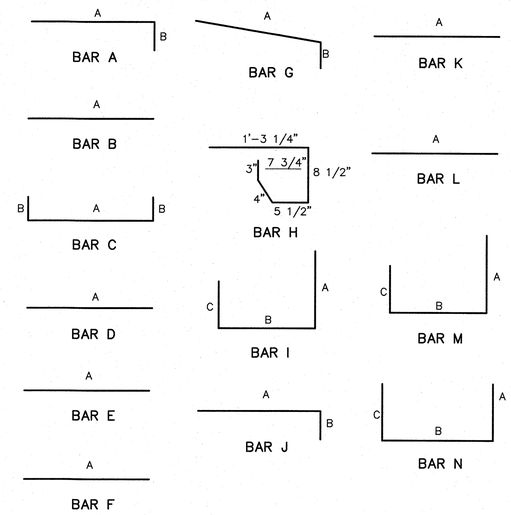


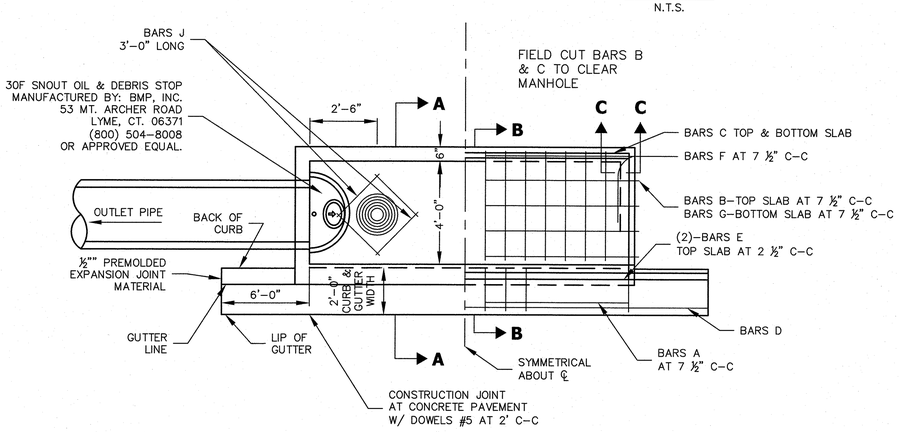
BAR DIAGRAMS

REINFORCING STEEL SCHEDULE

DIMENSIONS SHOWN ARE FOR MAXIMUM SIZE INLETS

INLET LENGTH	BAR TYPE	BAR DIA. (1/8")	NO. REQ'D	BAR DIMENSIONS A	B	C
8	A	3	12	3'-2"	0'-3"	–
	B	3	1	6'-10"	–	–
	C	4	15	8'-8"	0'-6"	–
	D	4	5	4'-8"	–	–
	F	4	1	3'-2"	–	–
	G	3	5	2'-0"	1'-3"	–
	H	3	4	*	*	*
	N	3	3	3'-2"	3'-2"	3'-2"
10	A	3	10	3'-2"	0'-3"	–
	B	3	2	8'-10"	–	–
	C	4	16	10'-8"	0'-6"	–
	D	4	4	4'-8"	–	–
	E	5	6	10'-8"	–	–
	G	3	5	2'-0"	1'-3"	–
	H	3	15	*	*	*
	I	4	8	4'-8"	3'-2"	3'-2"
	J	5	9	3'-2"	1'-3"	–
	K	4	5	2'-3"	–	–
	L	4	5	4'-3"	–	–
	M	5	9	4'-3"	3'-2"	3'-9"
12	A	3	12	3'-2"	0'-3"	–
	B	3	2	10'-10"	–	–
	C	4	16	12'-8"	0'-6"	–
	D	4	4	4'-8"	–	–
	E	5	6	12'-8"	–	–
	G	3	5	2'-0"	1'-3"	–
	H	3	18	*	*	*
	I	4	10	4'-8"	3'-2"	3'-2"
	J	5	9	3'-2"	1'-3"	–
	K	4	5	2'-3"	–	–
	L	4	5	4'-3"	–	–
	M	5	9	4'-3"	3'-2"	3'-9"

* SEE DIAGRAM FOR DIMENSIONS



PLAN

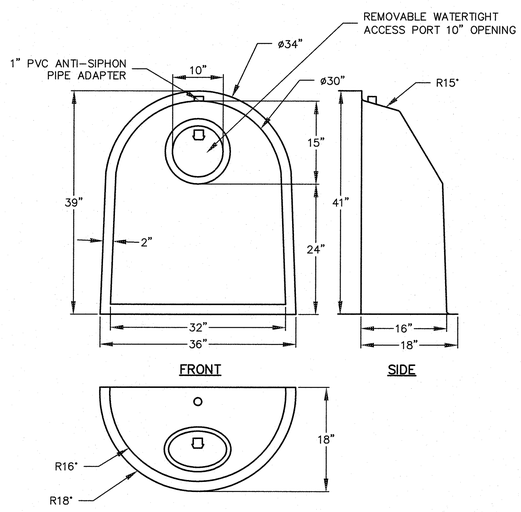
NOTE:

1. LOCATION OF MANHOLE OPENING TO BE AT OUTFALL END, UNLESS OTHERWISE DIRECTED BY THE OWNER.
2. INLET SHALL HAVE "DRAIN TO LAKE" MARKER.

GENERAL NOTES:

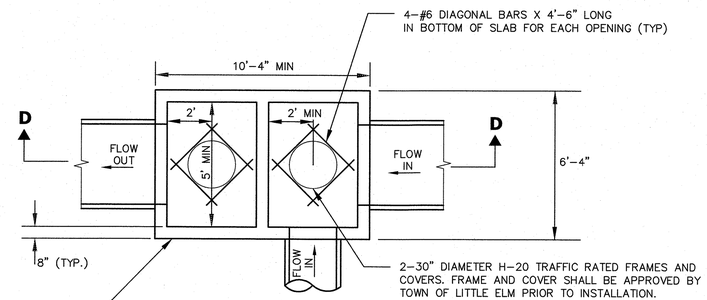
1. ALL CONCRETE SHALL BE CLASS "A" CONCRETE.
2. REINFORCING BARS SHALL BE STANDARD GRADE STEEL, DEFORMED REINFORCING BARS OF DIAMETER AND LENGTH AS SHOWN.
3. CHAMFER ALL EXPOSED CORNERS ¾" EXCEPT WHERE OTHERWISE NOTED.
4. DIMENSIONS RELATING TO REINFORCING STEEL ARE TO CENTERS OF BARS.
5. FIELD CUT AND BEND BARS AS NECESSARY TO ACCOMODATE STORM SEWER PIPE.
6. RING AND COVER SHALL BE APPROVED BY THE OWNER AND INSTALLED BY THE CONTRACTOR.
7. DEBRIS SEPARATOR SHALL BE 30F SNOUT OIL & DEBRIS STOP MANUFACTURED BY: BMP, INC. 53 MT ARCHER ROAD, LYME, CT. 06371 (800) 504-8008 OR APPROVED EQUAL.
8. CURB INLET DEBRIS SEPARATORS ARE ONLY TO BE USED FOR SINGLE INLET STORM SYSTEMS UNLESS APPROVED BY TOWN ENGINEER. SYSTEMS WITH MULTIPLE INLETS SHALL USE A LARGE DEBRIS SEPARATOR.

CURB INLET DEBRIS SEPARATOR DETAIL
N.T.S.

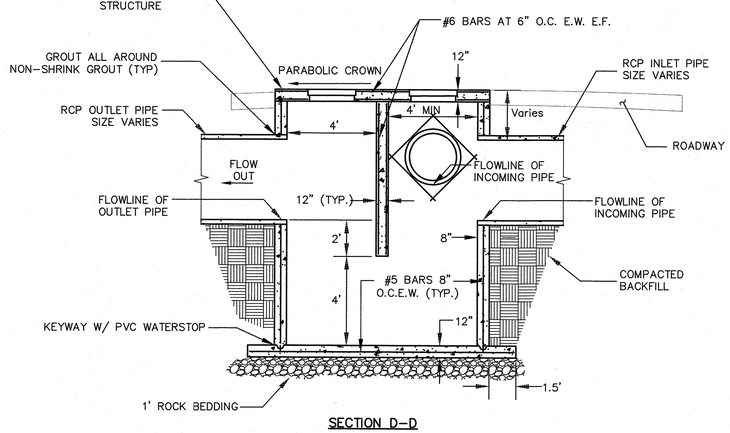


PLAN

30F SNOUT OIL & DEBRIS STOP
N.T.S.



PLAN



SECTION D-D

LARGE DEBRIS SEPARATOR DETAIL
N.T.S.

DESIGN BY:	DRAWN BY:	CHECKED BY:	SCALE:	JOB NUMBER:
TRC	TRC	TRC	NONE	–

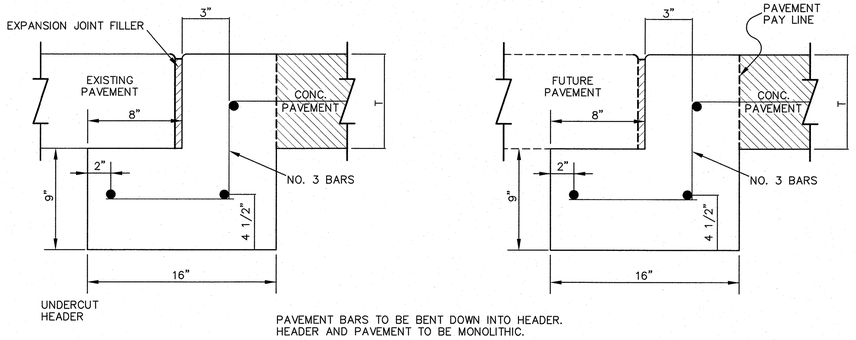
NO.	REVISION	DATE

TOWN OF LITTLE ELM, TEXAS
STANDARD DETAILS
TYPICAL STORM SEWER DETAILS 3 OF 4

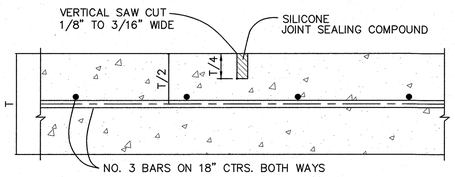
LITTLEELM

SHEET 13 OF 24

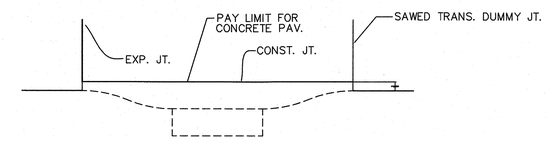
OCTOBER 2017



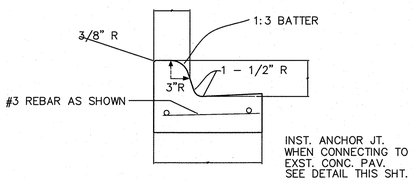
STREET HEADER



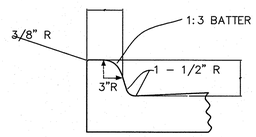
SAWED DUMMY JOINT



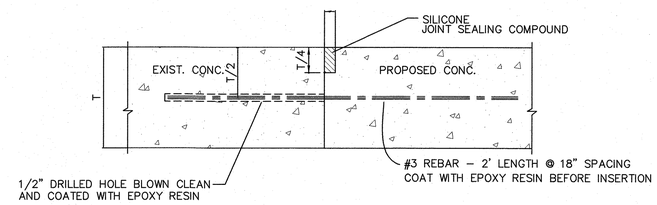
BLOCKOUT FOR REC. INLET



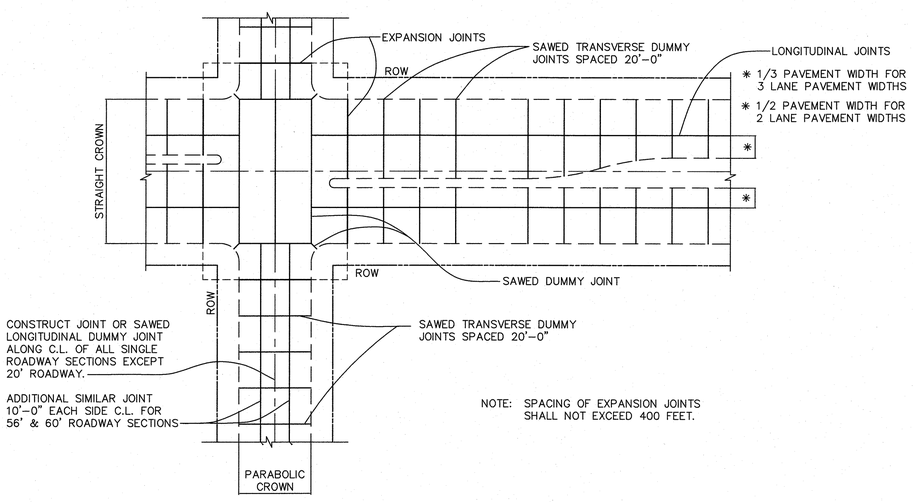
18" CURB & GUTTER



INTEGRAL CURB

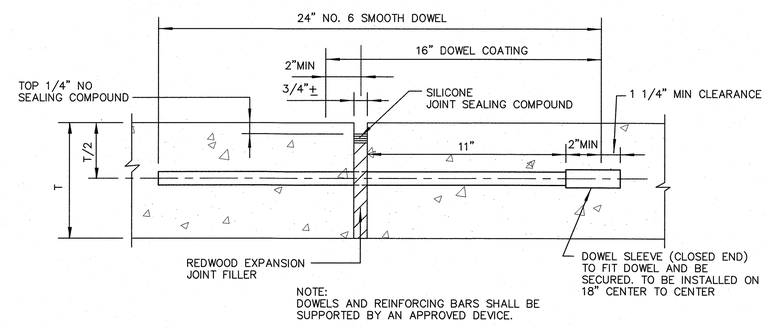


ANCHOR JOINT



NOTE: SPACING OF EXPANSION JOINTS SHALL NOT EXCEED 400 FEET.

SPACING DIAGRAM FOR TRANSVERSE JOINTS



NOTE:
DOWELS AND REINFORCING BARS SHALL BE SUPPORTED BY AN APPROVED DEVICE.

TRANSVERSE EXPANSION JOINT

(SPACED 400 FT. MAXIMUM, LOCATE AT INTERSECTIONS)

T = PAVEMENT THICKNESS

NO.	DATE	COMMENT

REVISIONS

Town Of Little Elm Texas

LITTLE ELM

TOWN OF LITTLE ELM, TEXAS
PAVING DETAILS
MISCELLANEOUS PAVEMENT DETAILS

DATE: JAN 2008	SCALE: N/A
DESIGN BY: LE	DRAWN BY: LE
SHEET NO. of	JOB NUMBER: N/A
SHEET ID: TYPICALPAVING.dwg	

Date:	10/18/2022
Agenda Item #:	6. A.
Department:	Fire
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Paul Rust, Fire Chief

AGENDA ITEM:

Present, Discuss, and Consider Action on **Acceptance of an Award by FEMA for the Fiscal Year 2021 Staffing for Adequate Fire and Emergency Response (SAFER) Program; Hiring 11 New Full-Time Firefighters.**

DESCRIPTION:

The SAFER Program provides funding directly to fire departments to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate fire protection from fire and fire-related hazards, and to fulfill the traditional missions of fire departments. The Town of Little Elm has been selected to receive federal funding under the FY 2021 SAFER Program to cover the salaries and benefits for 11 new full-time firefighter positions over the next 36 months. The total award amount is for $3,235,947. If the award is accepted, the Town of Little Elm will be required to maintain the current size of the fire department, along with the 11 additional positions throughout the 36-month performance period of the grant.

BUDGET IMPACT:

Overall, the acceptance of the grant will result in salary savings in the fire department's operational budget of the next 3 years.

Personal Protective Equipment and uniforms are not eligible expenses under SAFER, so acceptance of the grant will require an amendment to the fire department's current operational budget to cover these added expenses. Finance will be bringing to Council a budget amendment to reflect the additional firefighters and the grant revenue.

RECOMMENDED ACTION:

Staff recommends acceptance.

Attachments

SAFER Notice of Funding Oppotunity

The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2021 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program

NOTE: If you are going to apply for this funding opportunity and have not obtained an Employer Identification Number (EIN), a Data Universal Numbering System (DUNS) number, are not currently registered in the System for Award Management (SAM), or your SAM registration is not active, please take immediate action to obtain an EIN and DUNS Number, if applicable, and then register immediately in SAM or, if applicable, renew your SAM registration. It may take four weeks or more after you submit your SAM registration before your registration is active in SAM. Information on obtaining a DUNS number and registering in SAM is available from Grants.gov at: http://www.grants.gov/web/grants/register.html. Detailed information regarding DUNS, EIN, and SAM is also provided in Section D of this NOFO under the subsection titled "How to Register to Apply." Detailed information regarding the time required for each registration is also provided in Section D of this NOFO under the subsection titled "Other Key Dates."

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A. Program Description

1. Issued By

U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

2. Assistance Listings Number

97.083

3. Assistance Listings Title

Staffing for Adequate Fire and Emergency Response (SAFER) Grant

4. Funding Opportunity Title

Fiscal Year 2021 Staffing for Adequate Fire and Emergency Response (SAFER) Grant

5. Funding Opportunity Number

DHS-21-GPD-083-00-99

6. Authorizing Authority for Program

Section 34 of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. No. 93-498, as amended (15 U.S.C § 2229a); and Section 4013 of the *American Rescue Plan Act of 2021*, Pub. L. No. 117-2

7. Appropriation Authority for Program

Department of Homeland Security Appropriations Act, 2021 (Pub. L. No. 116-260); and *American Rescue Plan Act of 2021* (Pub. L. No. 117-2)

8. Announcement Type

Initial

9. Program Category

Preparedness: Fire and Life Safety

10. Program Overview, Objectives, and Priorities

a. Overview

The Fiscal Year (FY) 2021 Staffing for Fire and Emergency Response (SAFER) Grant Program (hereafter referred to as the SAFER Program) is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The SAFER Program provides funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate fire protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. The SAFER Program has awarded approximately $4.8 billion in grant funding to provide critically needed resources to hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters), to rehire laid off firefighters, or to retain firefighters facing layoff, as well as

recruitment and retention of volunteer firefighters. Information about success stories for this program can be found at Assistance to Firefighters Grants Program | FEMA.gov.

The SAFER Program is part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the five basic homeland security missions noted in the DHS Strategic Plan, the SAFER Program supports the goal to Strengthen National Preparedness and Resilience. In awarding grants, the FEMA Administrator is required to consider:

- The findings and recommendations of the Technical Evaluation Panel;
- The degree to which an award will reduce deaths, injuries and property damage by reducing the risks associated with fire-related and other hazards;
- The extent of an applicant's need for a SAFER Program grant and the need to protect the United States as a whole; and,
- The number of calls requesting or requiring a firefighting or emergency medical response received by an applicant.

The 2018-2022 FEMA Strategic Plan creates a shared vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. The SAFER Program supports the goal of Readying the Nation for Catastrophic Disasters. We invite all of our stakeholders and partners to also adopt these priorities and join us in building a stronger Agency and a more prepared and resilient Nation.

b. Objectives

The objectives of the SAFER Program are to assist local fire departments with staffing and deployment capabilities to respond to emergencies and assure that communities have adequate protection from fire and fire-related hazards. Local fire departments accomplish this by improving staffing and deployment capabilities, so they may more effectively and safely respond to emergencies. With enhanced staffing levels, recipients should experience a reduction in response times and an increase in the number of trained personnel assembled at the incident scene.

c. Priorities

Information on program priorities and objectives for the FY 2021 SAFER Program can be found in Appendix B – Programmatic Information and Priorities of this NOFO.

11. Performance Measures

The grant recipient is required to collect data to allow FEMA to measure performance of the awarded grant in support of the SAFER Program metrics, which are tied to the programmatic objectives and priorities. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient must submit sufficient information to demonstrate it has met the performance goal as stated in its award. FEMA will measure the recipient's performance of the grant by comparing the number of items, supplies, projects, and activities needed and requested in its application with the number of items, supplies, projects, and activities acquired and delivered by the end of the period of performance using the following programmatic metrics:

- Percent of "majority career" SAFER Program recipients' structural fire responses that complied with National Fire Protection Association (NFPA) 1710 structural response standards.
- Percent of "majority volunteer" SAFER Program recipients' structural fire responses that complied with NFPA 1720 structural response standards.
- Percent of SAFER Program recipients who reported and provided evidence that the grant funding increased compliance with NFPA 1710 or 1720 assembly and deployment standards.

B. Federal Award Information

1. Available Funding for this NOFO**:** **$560,000,000.00**[1]

2. Projected Number of Awards: **500**

3. Period of Performance: **12-48 months**

- **Hiring of Firefighters (Hiring) Activity:** The period of performance for applications funded under the Hiring Activity will be 36 months.
- **Recruitment and Retention (R&R) Activity:** The period of performance for applications funded under the R&R Activity will be 12, 24, 36 or 48 months.

Extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to Section H of this NOFO.

FEMA awards only include one budget period, so it will be same as the period of performance. See 2 C.F.R. § 200.1 for definitions of "budget period" and "period of performance."

4. Projected Period of Performance Start Date(s): **June 1, 2022** (will vary based on award date and activity type)

5. Projected Period of Performance End Date(s): **May 31, 2023 – May 31, 2026** (will vary based on award date and activity type)

6. Funding Instrument Type: **Grant**

C. Eligibility Information

1. Eligible Applicants

a. Hiring Activity

Fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands,

[1] Note that this figure differs from the total amount appropriated under the *Department of Homeland Security Appropriations Act, 2021,* Pub. L. No. 116-260. In this FY 2021 SAFER Program NOFO, percentages of "*available grant funds*" refers to the total amount appropriated—$360,000,000—by Pub. L. No. 116-260 to meet the statutory requirements of § 34 of the *Federal Fire Prevention and Control Act of 1974*, as amended (codified at 15 U.S.C. § 2229a). Additionally, the total available funding amount includes an additional $200,000,000 appropriated by the *American Rescue Plan Act of 2021,* Pub. L. No. 117-2.

Guam, American Samoa, the Commonwealth of Puerto Rico,[2] or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal, or territorial authority (city, county, parish, fire district, township, town, or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area.

b. R&R Activity

Volunteer and combination fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,[2] or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal, or territorial authority (city, county, parish, fire district, township, town, or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area. National, regional, state, local, tribal and nonprofit interest organizations representing the interests of volunteer firefighters are eligible to receive a SAFER Program award under the R&R Activity.

Information on ineligible applications and/or organizations is in Appendix B – Programmatic Information and Priorities of this NOFO.

2. Applicant Eligibility Criteria

a. ***Hiring Activity:*** The Hiring Activity offers grants to support applications to hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters), rehire laid off firefighters, or to retain firefighters facing layoff. National, regional, state, local, tribal and nonprofit interest organizations representing the interests of volunteer firefighters are not eligible to receive a SAFER Program award under the Hiring Activity.

b. ***R&R Activity:*** The R&R Activity offers grants to support applications to assist fire departments with the recruitment and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response. Career fire departments are not eligible to apply for funding under the R&R Activity.

Each activity has its own application and eligibility requirements, as further outlined in Appendix B – Programmatic Information and Priorities of this NOFO.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: ***1) a current employee, personnel, official, staff or leadership of the non-federal entity; and 2) duly authorized to apply for an award on behalf of the non-federal entity at the time of***

[2] The District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico are all defined as "States" in the Federal Fire Prevention and Control Act of 1974. See 15 U.S.C. § 2203(10).

application.

Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff or leadership of the recipient and ***provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to the AOR of the recipient.***

3. Other Eligibility Criteria

a. National Incident Management System (NIMS) Implementation

SAFER Program applicants are not required to comply with NIMS to apply for SAFER Program funding or to receive a SAFER Program award. Any applicant who receives an FY 2021 SAFER Program award must achieve the level of NIMS compliance required by the Authority Having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government), prior to the end of the grant's period of performance.

b. Maintenance of Effort (MOE)

There is no MOE or minimum budget requirement for the FY 2021 SAFER Program.

c. Cost Share or Match

There is no cost share or match or position cost limit for the FY 2021 SAFER Program. The award budget will not account for any voluntary committed cost sharing or overmatch. The use of an overmatch is not given additional consideration when scoring applicants.

d. Economic Hardship Waivers

Because there is no minimum budget requirement, no cost share requirement, and no position cost limit, an economic hardship waiver process is not necessary. Therefore, no economic hardship waiver process applies to the FY 2021 SAFER Program.

D. Application and Submission Information

1. Key Dates and Times

a. ***Application Start Date:*** **January 3, 2022 at 8 a.m. ET**

b. ***Application Submission Deadline:*** **February 4, 2022 at 5 p.m. ET**

All applications **must** be received by the established deadline.

FEMA's Grants Outcomes System (FEMA GO) automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled "Timely Receipt Requirements and Proof of Timely Submission" in Section D of this NOFO.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. "Timely notification" of FEMA means the following: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in Section G of this NOFO, "DHS Awarding Agency Contact Information." For technical assistance with the FEMA GO system, please contact the FEMA GO Help Desk at FEMAGO@fema.dhs.gov or (877) 585-3242, Monday through Friday, 8 a.m. – 6 p.m. ET.

For programmatic or grants management questions, please contact your Preparedness Officer or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the SAFER Program Help Desk by phone at (866) 274-0960 or by e-mail at FireGrants@fema.dhs.gov, Monday through Friday, 8 a.m. – 4:30 p.m. ET.

c. ***Anticipated Funding Selection Date:*** No later than May 31, 2022

d. ***Anticipated Award Date:*** Beginning on approximately May 30, 2022 and continuing thereafter until all FY 2021 SAFER Program grant awards are issued, but no later than Sept. 30, 2022

e. Other Key Dates

Event	Suggested Deadline for Completion
Obtaining DUNS Number	Four weeks before actual submission deadline
Obtaining a valid EIN	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or Updating SAM registration	Four weeks before actual submission deadline
Registering Organization in FEMA Grants Outcomes (FEMA GO) System	Prior to beginning application
Submitting complete application in FEMA GO	One week before actual submission deadline

2. **Agreeing to Terms and Conditions of the Award**
   By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. **Address to Request Application Package**
   Applications are processed through the FEMA GO system. To access the system, go to https://go.fema.gov/.

   Note: Hard copies of the application are not available. However, the Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS) number available for this Notice is (800) 462-7585.

4. **Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application**
   Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

   Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

   To apply for an award under this program, all applicants must:
   a. Apply for, update, or verify their Data Universal Numbering System (DUNS) number from Dun & Bradstreet and Employer Identification Number (EIN) from the Internal Revenue Service;
   b. In the application, provide a valid DUNS number, which is currently the unique entity identifier;
   c. Have an account with login.gov;
   d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
   e. Register in FEMA GO, add the organization to the system, and establish the Authorized Organizational Representative (AOR). The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see https://www.fema.gov/media-library/assets/documents/181607;
   f. Submit the complete application in FEMA GO; and
   g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable DUNS and SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(ii), if an applicant is experiencing exigent circumstances that prevents it from receiving a DUNS number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting AskCSID@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain a DUNS number and complete SAM registration within 30 calendar days of the federal award date.

5. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity.

For this funding opportunity, FEMA requires applicants to submit applications through FEMA GO.

6. How to Register to Apply

a. General Instructions:

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have a Data Universal Numbering System (DUNS) Number, Employer Identification Number (EIN), and an active System for Award Management (SAM) registration.

b. Obtain a DUNS Number:

All entities applying for funding, including renewal funding, must have a DUNS number from Dun & Bradstreet (D&B). Applicants must enter the DUNS number in the data entry field labeled "Organizational DUNS" on the SF-424 form.

For more detailed instructions for obtaining a DUNS number, refer to https://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html.

Note: At some point, the DUNS Number will be replaced by a "new, non-proprietary identifier" requested in, and assigned by, SAM.gov. This new identifier is being called the Unique Entity Identifier (UEI), or the Entity ID. Grants.gov has begun preparing for this transition by educating users about the upcoming changes and updating field labels and references to the DUNS Number (the current identifier) within the Grants.gov system. Users should continue using the DUNS Number in UEI fields until further notice. To learn more about SAM's rollout of the UEI, please visit https://gsa.gov/entityid.

c. Obtain Employer Identification Number:

In addition to having a DUNS number, all entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online.

d. Create a login.gov account:

Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account here: https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd.

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to https://www.sam.gov/SAM/pages/public/loginFAQ.jsf.

e. Register with SAM:

In addition to having a DUNS number, all organizations applying online through Grants.gov must register with SAM. Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be renewed annually.

For more detailed instructions for registering with SAM, refer to https://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html.

Note: As a new requirement per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

I. ADDITIONAL SAM REMINDERS

Existing SAM.gov account holders should check their account to make sure it is "ACTIVE." SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE." **Please allow plenty of time before the grant application submission deadline to obtain a DUNS number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.**

It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, DUNS number, and Employer Identification Number, or EIN, are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

II. HELP WITH SAM

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at https://www.fsd.gov/fsd-gov/home.do or call toll free (866) 606-8220.

f. Register in FEMA GO, Add the Organization to the System, and Establish the AOR:

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see https://www.fema.gov/media-library/assets/documents/181607.

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome
- Internet Explorer
- Mozilla Firefox
- Apple Safari
- Microsoft Edge

Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

Applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D of this NOFO, "Content and

Form of Application Submission." The Standard Forms (SF) may be accessed in the Forms tab under the SF-424 family on Grants.gov. Applicants should review these forms before applying to ensure they have all the information required.

After submitting the final application, FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled "Content and Form of Application Submission" under Section D of this NOFO.

7. Timely Receipt Requirements and Proof of Timely Submission

All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the AOR role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission on the date and time that FEMA GO received the application.

Applicants who experience system-related issues will be addressed until 3 p.m. ET on the date applications are due. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

Applicants using unreliable internet connections, such as dial-up connections, should be aware that submission can take some time before FEMA GO receives your application. FEMA GO will display red validation errors if areas that need additional information in order to submit the application. Once your application is successfully submitted your application status will change from "pending submission" to "submitted to FEMA". The FEMA GO Support Center reports that some applicants end the submission because they think that nothing is occurring during the submission process. Do **not** do this as it may cause your application to fail to be submitted and consequently not be considered for funding. Please give the system time to process the application.

8. Content and Form of Application Submission

a. ***Standard Required Application Forms and Information***

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at https://www.grants.gov/web/grants/forms/sf-424-family.html.

- **SF-424, Application for Federal Assistance**
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**
- **SF-424A, Budget Information (Non-Construction)**
- **SF-424B, Standard Assurances (Non-Construction)**

- **SF-LLL, Disclosure of Lobbying Activities**
- **Indirect Cost Agreement or Proposal** if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see Section D of this NOFO, "Funding Restrictions and Allowable Costs," for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available, or contact the relevant FEMA staff identified in Section G of this NOFO, "DHS Awarding Agency Contact Information" for further instructions.

b. ***Program-Specific Required Forms and Information***
For program-specific required and optional forms and information, please see the Appendices to this NOFO.

9. Funding Restrictions and Allowable Costs
All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in this NOFO, or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. See 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in this NOFO, the terms and condition of an award, or other program materials, costs charged to awards covered by this NOFO must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. In order to be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award.

Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, requirements in this NOFO as well as with the terms and conditions of the award. If FEMA staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, grant recipients and subrecipients may only use federal funds or funds applied to a cost share for the purposes set forth in this NOFO and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award.

Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In

addition, federal funds may not be used to sue the federal government or any other government entity.

Additionally, federal employees are prohibited from serving in any capacity (paid or unpaid) on the development of any proposal submitted under this program.

In addition to the subsections below, please see Appendix B – Programmatic Information and Priorities, Section e. Restrictions on Use of Award Funds for additional information on funding restrictions and allowable costs.

a. ***Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services***

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.326, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Additional guidance is available at Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim) FEMA Policy #405-143-1.

Effective August 13, 2020, FEMA recipients and subrecipients **may no**t use any FEMA funds under open or new awards to:

(1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or

(3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

I. REPLACEMENT EQUIPMENT AND SERVICES

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of this NOFO.

II. DEFINITIONS

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." See 2 C.F.R. § 200.471.

b. ***Pre-Award Costs***

Only costs incurred during the period of performance are allowable. However, recipients of an R&R Activity award may be reimbursed for grant writer fees. *See* also Appendix C – Award Administration Information for further information regarding grant writer fees and the "Additional Information" section of this NOFO for general procurement under grants requirements.

Note: FEMA reserves the right to re-evaluate and disallow pre-award costs at time of award monitoring if it is later determined that the services were not properly procured or do not satisfy the requirements of 2 C.F.R. § 200.458.

c. ***Management and Administration (M&A) Costs***

M&A activities are those directly related to the management and administration of the SAFER award funds, such as financial management and monitoring. M&A expenses should be based only on actual expenses or known contractual costs; requests that are simple percentages of the award or estimates, without supporting justification or adequate documentation will not be allowed or considered for reimbursement. Salaries and fringe benefits for personnel directly supporting the grant are not required to be included in the M&A budget line item. No more than (3% of the federal share of SAFER Program funds

awarded may be expended by the recipient for M&A for purposes associated with the SAFER Program award. M&A costs are **not eligible** under the Hiring Activity.

d. ***Indirect Facilities & Administrative (F&A) Costs***

Indirect costs are allowable only under R&R Activity for this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the FEMA Preparedness Officer for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to FEMA Preparedness Officer for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable. Indirect costs are not allowable under the Hiring Activity.

e. ***Other Direct Costs***

- ***Construction***

  Construction costs are **not eligible** under the SAFER Program. Construction includes major alterations to a building that changes the profile or footprint of the structure.

  Modifications to facilities activities described in Appendix B – Programmatic Information and Priorities, Section f. Funding Priorities are not considered construction costs for purposes of general award cost categorization and may be eligible. However, modifications to facilities activities might be considered "construction" for purposes of applicable procurement under grants requirements or environmental protection and historic preservation purposes.

E. Application Review Information

1. Application Evaluation Criteria

a. ***Programmatic Criteria***

Funding priorities and programmatic criteria for evaluating SAFER Program applications are established by FEMA based on the recommendations from the Criteria Development Panel (CDP). Each year, FEMA convenes a panel of fire service professionals to develop funding priorities for the SAFER Program. The panel makes recommendations about funding priorities as well as developing criteria for awarding grants.

The **nine major fire service organizations** represented on the panel are:

- International Association of Fire Chiefs
- International Association of Fire Fighters
- National Volunteer Fire Council

- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors; and
- Congressional Fire Service Institute

The CDP is charged with making recommendations to FEMA regarding the creation or modification of previously established funding priorities as well as developing criteria for awarding grants. The content of this NOFO reflects implementation of the CDP's recommendations with respect to the priorities, direction, and criteria for awards.

FEMA will rank all complete and submitted applications based on how well they match the program priorities for the type of activity. Answers to the application's activity specific questions provide information used to determine each application's ranking relative to the stated program priorities.

b. ***Financial Integrity Criteria***

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as amended by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

i. Financial stability.
ii. Quality of management systems and ability to meet management standards.
iii. History of performance in managing federal award.
iv. Reports and findings from audits.
v. Ability to effectively implement statutory, regulatory, or other requirements.

c. ***Supplemental Financial Integrity Criteria and Review***

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently $250,000:

i. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS).
ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.

iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

SAFER Program applications are reviewed through a multi-phase process. All applications are electronically pre-scored and ranked based on how well they align with the funding priorities outlined in this NOFO. All applications are then scored competitively by no less than three members of a Peer Review Panel.

Applications with the highest score rankings per activity will also be evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, costs/quantities, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed:

i. Pre-scoring Process

The application undergoes an electronic pre-scoring process based on established program priorities listed in Appendix B – Programmatic Information and Priorities and answers to activity-specific questions within the online application. Application Narratives are not reviewed during the pre-score process. "Request Details" and "Budget" information should comply with program guidance and statutory funding limitations. The pre-score is 50% of the total application score under the Hiring Activity, and 30% of the total application score under the R&R Activity.

ii. Peer Review Panel Process

All applications will be evaluated through the Peer Review Panel process. A panel of peer reviewers is comprised of fire service representatives recommended by the CDP. Peer reviewers will assess the merits of each application based on the narrative statement on the requested activity. The evaluation elements listed in the "Narrative Evaluation Criteria" below will be used to calculate the narrative's score for each activity requested. Panelists will independently score each requested activity within the application, discuss the merits and/or shortcomings of the application with his or her peers, and document the findings. A consensus is not required. The panel score is 50% of the total application score under the Hiring Activity, and 70% of the total application score under the R&R Activity.

iii. Technical Evaluation Process (TEP)

The highest scoring applications from both activities will be considered within the fundable range. Applications that are in the fundable range will undergo a Technical Review by the FEMA Program Office prior to being recommended for award. The FEMA Program Office will assess the request with respect to costs, quantities, feasibility, eligibility, and recipient responsibility prior to recommending any application for award.

Once the TEP is complete, each application's cumulative score will be determined, and a final ranking of applications will be created. FEMA will award grants based on this final ranking and the ability to meet statutorily required funding limitations outlined in Appendix B - Programmatic Information and Priorities of this NOFO.

3. Narrative Evaluation Criteria

The Narrative Statements of the application must provide specific details about the activity for which applicants seek funding, including budget details. The weighted evaluation criteria used by the peer reviewers in the determination of the grant award, as described below, make up the elements of the narrative statement score. **FEMA conducts reviews of a random sampling of applications to compare them for duplication including the narrative statements and statistical data. Therefore, all elements of the narrative statements must be specific and unique to the applying entity, and all statistical data must be accurate.** Applications with narrative statements that have substantial duplication of statements, sentences, or paragraphs to other submitted applications, and/or inaccurate data that may mislead reviewers may be disqualified. Discovery of falsification, fabrication, or plagiarism of other grant proposals will disqualify the application(s).

Note: FEMA evaluates each application on its merit, veracity, and accuracy to ascertain how the narrative statement(s) outlined within the application depicts the applicant's and their community's uniqueness, their particular risks, and how selecting them over a similarly situated applicant advances the objectives of the SAFER program to assist local fire departments with staffing and deployment capabilities to respond to emergencies and assure that communities have adequate protection from fire and fire-related hazards. At any time during application review process, including the technical review stage, FEMA may request additional documentation from applicants, including but not limited to:

- Copies of official or certified documents demonstrating the claimed financial need;
- Copies of the applicant's needs assessment report, survey, or any documented other efforts undertaken to identify the applicant's unique project objectives;
- Copies of the risk analysis conducted to ascertain how said project will address the applicant's unique needs in alignment with their mission and AFG grant purpose;
- Additional information or evidence detailing the applicant's particular risks; and
- Any other information deemed necessary to adequately weigh the applicant's assistance request for funding under this discretionary-competitive grant program. No applicant is guaranteed funding.

The Narrative Statement blocks do not allow for formatting. Do not type the Narrative Statements using only capital letters. Additionally, do not include tables, special characters or fonts (e.g., quotation marks, bullets), or graphs. Space for the Narrative Statement is limited. While each element must have a minimum of 200 characters, the maximum number of characters varies based on the questions being asked.

Peer Review Panelists will evaluate and score each activity based on the following narrative elements within each activity.

a. ***Hiring Activity*** **-** the panel score is 50% of the total application score.

i. Project Description (30 %:

- Why does the department need the positions requested in this application?
- How will the positions requested in this application be used within the department (e.g., fourth firefighter on engine, open a new station, eliminate browned out stations, reduce overtime)?
- What unique and specific services will the requested positions provide to the fire department and community?
- How will funds awarded through this grant enhance the department's ability to protect critical infrastructure within the primary response area?

ii. Impact on Daily Operations (30%):

- How are the community and the current firefighters employed by the department at risk without the positions requested in this application?
- How will that risk be unequivocally reduced if awarded?

iii. Financial Need (30%):

- Provide an income versus expenses breakdown of the department's current annual budget.
- Describe the department's precise budget shortfalls and inability to address financial needs without federal assistance.
- Describe what other actions the department has taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs).
- Discuss how the critical functions of the department are uniquely affected without this funding.

iv. Cost Benefit (10%):

- Describe the unique and specific benefits (e.g., quantifying the anticipated savings and/or efficiencies) the department and community will realize if awarded the positions requested in this application.

b. ***R&R Activity (Fire Departments)*** **-** the panel score is 70% of the total application score.

i. Project Description (30%):

- Describe the unique problems and issues the department is experiencing in recruiting new volunteer firefighters.
- Describe the particular problems and issues the department is experiencing in retaining current members.
- Describe the precise implementation plan, including the goals, objectives, methods, specific steps, and timelines to directly address the identified problems or issues.
- Describe the current marketing plan already in place, or the marketing program to be put in place with or without grant funds.
- Describe how the program will be uniquely evaluated for its impact on identified recruitment and retention problems and issues. Describe how the overall effectiveness of the grant will be measured.

- Describe the unique and specific services the new volunteer firefighters and/or retention of current volunteer firefighters will provide for the fire department(s) and community.
- If the grant request will have a regional impact, discuss how the regional partners will benefit and which activities they will benefit from.

ii. Impact on Daily Operations (30%):

- Describe with particularity and discreteness how the community and current volunteer firefighters in the department are at risk without the items or activities requested in this application.
- Describe how that risk will be unequivocally reduced if awarded funding.
- Explain the definitive impact the recruitment of new volunteer firefighters and/or the retention of current volunteer firefighters will have on the department's NFPA compliance.

iii. Financial Need (30%):

- Provide an income versus expenses breakdown of the department's current annual budget.
- Describe the department's precise budget shortfalls and its inability to address financial needs without federal assistance.
- Describe what other actions the department has taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs), and how similar projects have been funded in the past.
- Discuss how the critical functions of the department are uniquely affected without this funding.

iv. Cost Benefit (10%):

- Describe the unique and specific benefits (e.g., quantifying the anticipated savings and/or efficiencies) the department and community will realize if awarded the items or activities requested in this application.

c. ***R&R Activity (National, state, local, or federally recognized tribal volunteer firefighters interest organizations)*** **-** the panel score is 70% of the total application score.

i. Project Description (30%):

- Describe the problems and issues the fire departments that the organization will be reaching with this grant are experiencing in recruiting new volunteer firefighters.
- Describe the problems and issues the same departments are experiencing in retaining current members.
- Describe the organization's implementation plan, including the goals, objectives, methods, specific steps, and timelines to directly address the problems or issues identified.
- Describe the current marketing plan already in place, or the marketing program to be put in place with or without grant funds.
- Describe how the program will be evaluated for its impact on the identified recruitment and retention problems and issues of the fire departments

participating in this grant. Describe how the overall effectiveness of the grant will be measured.

- Describe the specific services the new volunteer firefighters and/or retention of current volunteer firefighters will provide for the fire departments participating in this application and their respective communities.
- Describe the organization's procurement practices and the timelines outlining the chronological steps to complete the activities requested in this application.

ii. Impact on Daily Operations (30%):

- Describe how the fire departments participating in this application and their current volunteer firefighters and communities are at risk without the items or activities requested in this application.
- Explain how that risk will be reduced if awarded funding.
- Describe the impact that the recruitment of new volunteer firefighters and/or the retention of current volunteer firefighters will have on the NFPA compliance of the fire departments participating in this application.

iii. Financial Need (30%):

- Provide an income versus expenses breakdown of the organization's current annual budget.
- Describe the organization's particular budget shortfalls and the inability to address the financial needs without federal assistance.
- Describe the other actions the organization has taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs), and how similar projects have been funded in the past.
- Discuss how the critical functions of the organization are affected without this funding.

iv. Cost Benefit (10%):

- Describe the specific benefits (e.g., quantifying the anticipated savings and/or efficiencies) the fire departments participating in this application and their communities will realize if awarded the items or activities requested in this application.

F. Federal Award Administration Information

In addition to the language here, please see Appendix C - Award Administration Information in this NOFO for additional award administration information.

1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An email notification of the award package will be sent through FEMA's grant application system to the Authorized Organization Representative (AOR) that submitted the application.

Recipients must accept their awards no later than 30 calendar days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds. Recipients may request additional time to accept the award if needed.

2. Administrative and National Policy Requirements

In addition to the requirements in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

a. *DHS Standard Terms and Conditions*

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at DHS Standard Terms and Conditions.

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

b. *Ensuring the Protection of Civil Rights*

As the Nation works towards achieving the National Preparedness Goal, it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving federal financial assistance from FEMA.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the DHS Standard Terms and Conditions. Additional information on civil rights provisions is available at https://www.fema.gov/about/offices/equal-rights.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7.

c. ***Environmental Planning and Historic Preservation (EHP) Compliance***
As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not incompliance with applicable EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the FEMA.gov EHP page, the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

The GPD EHP screening form is located at https://www.fema.gov/media-library/assets/documents/90195. Additionally, all recipients under this funding opportunity are required to comply with the FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1, available at https://www.fema.gov/media-library/assets/documents/85376.

Applicants may attach the EHP forms during the application period for the project(s) they wish to pursue; however, it does not guarantee award. Once the awards are announced, it is the responsibility of the grant recipients to supply the required EHP form at that time to DHS/FEMA, if they have not submitted already during the application period. Applicants can only proceed with their project(s) once the EHP review is completed and approved. DHS/FEMA may notify grant recipients via email if EHP review is required and will provide instructions on how to comply.

SAFER Program applications that involve the installation of supplies/equipment not specifically excluded from a FEMA EHP Review, per the GPD Programmatic Environmental Assessment (PEA), such as ground-disturbing activities, or modification/renovation of

existing buildings or structures, will require an EHP review. Some equipment will require an EHP review as well. Such activities include, but are not limited to, the installation of:

- Building renovations such as removal of wall or installation of electrical or waterlines
- Training/exercises in natural settings such as rope or swift water
- LED Signs
- Any scope of work that involves ground disturbances

The following activities would not require the submission of the FEMA EHP Screening Form:

- Planning and development of policies or processes
- Management, administrative or personnel actions
- Classroom-based training
- Acquisition of mobile and portable equipment (not involving installation) on or in a building and does not require a storage area to be constructed
- Purchase of Personal Protective Equipment (PPE)

d. *Federal Flood Risk Management Standard*

All non-critical new construction or substantial improvement of structures in a Special Flood Hazard Area must, at a minimum, apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach unless doing so would cause the project to be unable to meet applicable program cost-effectiveness requirements. All other types of projects may choose to apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach.

e. *Period of Performance Guidance*

i. Hiring Activity

- The period of performance is 36 months for all grants awarded under this activity.
- A default 180-day recruitment period begins when FEMA approves an application for an award under this activity.
- The 36-month period of performance automatically starts after the 180-day recruitment period, regardless of whether the recipient has successfully hired the requested firefighters. The period of performance cannot start later than 180 days after the award date.
- If a recipient is able to hire all SAFER Program-funded firefighters during the 180-day recruitment period, the period of performance may begin at that time. In these instances, recipients must submit an amendment requesting that the period of performance start before the end of the 180-day recruitment period if they wish to begin the period early.

ii. R&R Activity

- The period of performance is 12, 24, 36, or 48 months for all grants awarded under this activity.
- A default 90-day recruitment period begins when FEMA approves the application for award. This period allows each recipient time to gather resources, initiate processes,

and finalize contracts needed to implement SAFER Program activities before the start of the period of performance in order to maximize the funding's availability. However, the recipient can only expend funds within the period of performance.

- The period of performance automatically starts after the 90-day recruitment period ends, regardless of whether the recipient has begun implementing its grant award. The period of performance cannot start later than 90 days after the award date.
- If a recipient is able to begin its recruitment or retention activities during the 90-day recruitment period, the period of performance may begin at that time. In these instances, recipients must submit an amendment requesting that the period of performance start before the end of the 90-day recruitment period if they wish to begin the period early.

f. ***Difference between Application Request and Award***

During the review process for a SAFER Program award, FEMA may have modified the application request(s). These modifications will be identified in the award package provided upon the offer of an award. If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities actually funded by FEMA. The recipient is under no obligation to start, modify, or complete any activities requested but not funded by the award. The award package will identify any differences under the approved scope of work section.

g. ***Turndown Notifications***

FEMA GO will provide all applicants who do not receive a FY 2021 SAFER Program award with a turndown notification.

3. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent. Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks or other proof of payment documentation for verification.

a. Financial Reporting Requirements

I. FEDERAL FINANCIAL REPORT (FFR)

Recipients must report obligations and expenditures through the FFR form (SF-425) to FEMA.

Recipients may review the Federal Financial Reporting Form (FFR) (SF-425) at https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1.

Recipients must file the FFR electronically using FEMA GO.

II. FFR REPORTING PERIODS AND DUE DATES

Recipients are required to submit a Federal Financial Report (FFR or SF-425) on a semi-annual basis. The FFR must be submitted through FEMA GO based on the calendar year beginning with the period after the award is made. Grant recipients are required to submit an

FFR throughout the entire period of performance of the grant and for closeout. Reports are due:

- **No later than July 30** (for the period January 1 – June 30)
- **No later than January 30** (for the period July 1 – December 31)
- Within 120 calendar days after the end of the Period of Performance

Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

b. Programmatic Performance Reporting Requirements

I. PERFORMANCE PROGRESS REPORT (PPR)

The recipient is responsible for completing and submitting a Programmatic Performance Report (PPR) using FEMA GO. The PPR is due every six months after the start of the grant's period of performance, and every six months thereafter until the period of performance ends.

The PPR should include the following:

- A brief narrative of overall project(s) status;
- A summary of project expenditures;
- A description of any potential issues that may affect project completion; and
- Other information specific to the Activities awarded.

c. Closeout Reporting Requirements

I. CLOSEOUT REPORTING

Within 120 calendar days after the end of the period of performance for the prime award or after an amendment has been issued to close out an award before the original POP ends, recipients must liquidate all financial obligations and must submit the following:

i. The final request for payment, if applicable.
ii. The final FFR (SF-425).
iii. The final progress report detailing all accomplishments, including a narrative summary of the impact of those accomplishments throughout the period of performance.
iv. Other documents required by this NOFO, terms and conditions of the award, or other FEMA guidance.

In addition, pass-through entities are responsible for closing out their subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 calendar days of the period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions for subawards in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of the prime award.

After the prime award closeout reports have been reviewed and approved by FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for at least three years from the date of the final

FFR. The record retention period may be longer, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334.

The recipient is responsible for refunding to FEMA any balances of unobligated cash that FEMA paid that are not authorized to be retained per 2 C.F.R. § 200.344(d).

II. ADMINISTRATIVE CLOSEOUT

Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of an award using available award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and if FEMA needs to administratively close an award, this may negatively impact a recipient's ability to obtain future funding. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe. FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient does not submit all required reports in accordance with 2 C.F.R. § 200.344, this NOFO, and the terms and conditions of the award, FEMA must proceed to administratively close the award with the information available within one year of the period of performance end date. Additionally, if the recipient does not submit all required reports within one year of the period of performance end date, per 2 C.F.R. § 200.344(i), FEMA must report in FAPIIS the recipient's material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

d. Additional Reporting Requirements

I. DISCLOSING INFORMATION PER 2 C.F.R. § 180.335

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

i. Are presently excluded or disqualified;

ii. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period;
iii. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
iv. Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

II. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

Per 2 C.F.R. Part 200, Appendix I § F.3, the additional post-award reporting requirements in 2 C.F.R. Part 200, Appendix XII may apply to applicants who, if upon becoming recipients, have a total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies that exceeds $10 million for any period of time during the period of performance of an award under this funding opportunity.

Recipients that meet these criteria must maintain current information reported in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

III. SINGLE AUDIT REPORT

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report, also known as the single audit report.

The audit must be performed in accordance with the requirements of U.S. Government Accountability Office's (GAO) Government Auditing Standards, located at https://www.gao.gov/yellowbook/overview, and the requirements of Subpart F of 2 C.F.R. Part 200, located at http://www.ecfr.gov/cgi-bin/text-idx?node=sp2.1.200.f.

4. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

Effective monitoring and oversight help FEMA ensure that recipients use grant funds for their intended purpose(s); verify that projects undertaken are consistent with approved plans; and ensure that recipients make adequate progress toward stated goals and objectives. Additionally, monitoring serves as the primary mechanism to ensure that recipients comply with applicable laws, rules, regulations, program guidance, and requirements. FEMA regularly monitors all grant programs both financially and programmatically in accordance with federal laws, regulations (including 2 C.F.R. Part 200), program guidance, and the terms and conditions of the award. All monitoring efforts ultimately serve to evaluate progress towards grant goals and proactively target and address issues that may threaten grant success during the period of performance.

FEMA staff will periodically monitor recipients to ensure that administrative processes, policies and procedures, budgets, and other related award criteria are meeting Federal Government-wide and FEMA regulations. Aside from reviewing quarterly financial and programmatic reports, FEMA may also conduct enhanced monitoring through either desk-based reviews, onsite monitoring visits, or both. Enhanced monitoring will involve the review and analysis of the financial compliance and administrative processes, policies, activities, and other attributes of each federal assistance award, and it will identify areas where the recipient may need technical assistance, corrective actions, or other support.

Financial and programmatic monitoring are complementary processes within FEMA's overarching monitoring strategy that function together to ensure effective grants management, accountability, and transparency; validate progress against grant and program goals; and safeguard federal funds against fraud, waste, and abuse. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements, while programmatic monitoring seeks to validate and assist in grant progress, targeting issues that may be hindering achievement of project goals and ensuring compliance with the purpose of the grant and grant program. Both monitoring processes are similar in that they feature initial reviews of all open awards, and additional, in-depth monitoring of grants requiring additional attention.

Recipients and subrecipients who are pass-through entities are responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

In terms of overall award management, recipient and subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. Program Office Contact

The SAFER Program Help Desk provides technical assistance to applicants for the online completion and submission of applications into FEMA GO, answers questions concerning applicant eligibility, recipient responsibilities, and helps in the programmatic administration of awards. The SAFER Program Help Desk can be contacted at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Normal hours of operation are Monday through Friday, 8 a.m. to 4:30 p.m. ET.

b. SAFER Program Application Guidance Documents

Guidance documents such as application tutorials, Self-Evaluation Guides, and Frequently Asked Questions (FAQs) are provided to further explain the current SAFER Program, assist with the online grant application, and highlight lessons learned and changes for FY 2021. For more details, please visit the SAFER Program website at https://www.fema.gov/grants/preparedness/firefighters/safer.

c. Centralized Scheduling and Information Desk (CSID)

CSID is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. CSID provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. CSID can be reached by phone at (800) 368-6498 or by e-mail at AskCSID@fema.dhs.gov, Monday through Friday, 9:00 a.m. – 4:30 p.m. ET.

d. Grant Programs Directorate (GPD) Award Administration Division

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. For additional guidance and information, contact the AAD's Help Desk via e-mail at ASK-GMD@fema.dhs.gov.

e. Equal Rights

The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

f. Environmental Planning and Historic Preservation

GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to GPDEHPinfo@fema.dhs.gov.

2. Systems Information

a. FEMA GO

For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at FEMAGO@fema.dhs.gov or (877) 585-3242, Monday through Friday, 8 a.m. – 6 p.m. ET.

H. Additional Information

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

a. Noncompliance

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO.

b. With the Consent of the Recipient

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. Notification by the Recipient

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Period of Performance Extensions

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests to via FEMA GO and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Preparedness Officer as needed when preparing an extension request. Recipients should request extensions sparingly and only under exceptional circumstances. Approval is not guaranteed.

All extension requests must address the following:

a. The grant program, fiscal year, and award number;
b. Reason for the delay –including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
c. Current status of the activity(ies);
d. Approved POP termination date and new project completion date;
e. Amount of funds drawn down to date;
f. Remaining available funds, both federal and, if applicable, non-federal;
g. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
h. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
i. Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work as approved by FEMA.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
- The project must undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Recipients should submit all proposed extension requests to FEMA for review and approval at least 60 calendar days prior to the end of the POP to allow sufficient processing time. The review process can take up to 30 calendar days or longer. Recipients should factor this review period into the timing of when to submit a request for an extension. In accordance with FEMA policy, FEMA reviews extensions on a case-by-case basis and are typically granted for no more than a six-month period.

Prior to submitting the extension request, recipients should be current on payment requests and required reporting discussed in this NOFO.

3. Disability Integration

Pursuant to Section 504 of the Rehabilitation Act of 1973, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against other qualified individuals with disabilities.

Grant recipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, recipients are encouraged to consider the needs of individuals with disabilities into the activities and projects funded by the grant.

FEMA expects that the integration of the needs of people with disabilities will occur at all levels, including planning; alerting, notification, and public outreach; training; purchasing of equipment and supplies; protective action implementation; and exercises/drills.

The following are examples that demonstrate the integration of the needs of people with disabilities in carrying out FEMA awards:

- Include representatives of organizations that work with/for people with disabilities on planning committees, work groups and other bodies engaged in development and implementation of the grant programs and activities.
- Hold all activities related to the grant in locations that are accessible to persons with physical disabilities to the extent practicable.
- Acquire language translation services, including American Sign Language, that provide public information across the community and in shelters.
- Ensure shelter-specific grant funds are in alignment with FEMA's Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters.
- If making alterations to an existing building to a primary function area utilizing federal funds, complying with the most recent codes and standards and making path of travel to the primary function area accessible to the greatest extent possible.
- Implement specific procedures used by public transportation agencies that include evacuation and passenger communication plans and measures for individuals with disabilities.
- Identify, create, and deliver training to address any training gaps specifically aimed toward whole-community preparedness. Include and interact with individuals with disabilities, aligning with the designated program capability.
- Establish best practices in inclusive planning and preparedness that consider physical access, language access, and information access. Examples of effective communication access include providing auxiliary aids and services such as sign language interpreters, Computer Aided Real-time Translation (CART), and materials in Braille or alternate formats.

FEMA grant recipients can fund projects towards the resiliency of the whole community, including people with disabilities, such as training, outreach and safety campaigns, provided that the project aligns with this NOFO and the terms and conditions of the award.

4. Conflicts of Interest in the Administration of Federal Awards or Subawards

For conflicts of interest under grant-funded procurements and contracts, refer to the section on Procurement Integrity in this NOFO and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients and pass-through entities are also required to follow any applicable federal and state, local, tribal, or territorial (SLTT) statutes or regulations governing conflicts of interest in the making of subawards.

The recipient or pass-through entity must disclose to the respective Program Analyst or Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLTT statutes or regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities, must disclose any real or potential conflict of interest to the recipient or next-level pass-through entity as required by the recipient or pass-through entity's conflict of interest policies, or any applicable federal or SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employees.

5. **Procurement Integrity**

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331.

The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients' procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327**. Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for procurements, 200.323 regarding procurement of recovered materials, and 2 C.F.R. § 200.327 regarding required contract provisions.

All other non-federal entities, such as tribes (collectively, non-state entities), must have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and § 200.320.

a. Important Changes to Procurement Standards in 2 C.F.R. Part 200

OMB recently updated various parts of Title 2 of the Code of Federal Regulations, among them, the procurement standards. States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women's business enterprises, and labor surplus area firms per 2 C.F.R. § 200.321. All non-federal entities should also, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States per 2 C.F.R. § 200.322.

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized into informal procurement methods, which include micro-purchases and small purchases; formal procurement methods, which include sealed bidding and competitive proposals; and noncompetitive procurements. The federal micro-purchase threshold is currently $10,000, and non-state entities may use a lower threshold when using micro-purchase procedures under a FEMA award. If a non-state entity wants to use a micro-purchase threshold higher than the federal threshold, it must follow the requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(iv). The federal simplified acquisition threshold is currently $250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold when using small purchase procedures under a FEMA award.

See 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as Section D.9.a: Prohibitions on Expending FEMA Award Funds for Covered Telecommunications of this NOFO regarding prohibitions on covered telecommunications equipment or services.

b. Competition and Conflicts of Interest

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;

- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity. If the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

c. Supply Schedules and Purchasing Programs

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

I. General Services Administration Schedules

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at https://www.gsa.gov/resources-for/programs-for-State-and-local-governments and https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women's business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

II. Other Supply Schedules and Programs

For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA Preparedness Officer

d. Procurement Documentation

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.

6. Record Retention

a. Record Retention Period

Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award generally must be maintained for at least three years from the date the final FFR is submitted. See 2 C.F.R. § 200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with federal funds must be retained for three years after final disposition of the property. See 2 C.F.R. § 200.334(c).
- If any litigation, claim, or audit is started before the expiration of the three-year period, the records **must be retained** until all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. See 2 C.F.R. § 200.334(a).
- The **record retention period will be extended if the recipient is notified in writing** of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs. See 2 C.F.R. § 200.334(b).
- Where FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient's fiscal year in which program income is earned**. See 2 C.F.R. § 200.334(e).

- For indirect cost rate proposals, cost allocation plans, or other rate computations records, the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the i**ndirect cost rate documents were submitted for negotiation, the record retention period begins from the date those documents were submitted** for negotiation. If indirect cost rate documents were n**ot submitted for negotiation, the record retention period begins at the end of the recipient's fiscal year or other accounting period covered by that indirect cost rate.** See 2 C.F.R. § 200.334(f).

b. Types of Records to Retain

FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Canceled checks

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

7. Actions to Address Noncompliance

Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19.

In the event the noncompliance is not able to be corrected by imposing additional conditions

or the recipient or subrecipient refuses to correct the matter, FEMA might take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see the section on Termination Provisions in this NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long the action to disallow costs takes place during the record retention period. See 2 C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA might attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.
FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient's appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount by the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges; administratively offsetting the debt against other payable federal funds; and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for FEMA's grant programs:

- Insufficient documentation and lack of record retention.
- Failure to follow the procurement under grants requirements.
- Failure to submit closeout documents in a timely manner.
- Failure to follow EHP requirements.
- Failure to comply with the POP deadline.

8. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. § 200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO,

and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. See 2 C.F.R. §§ 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that expend $750,000 or more in federal awards during their fiscal year must have a single or program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see Section F of this NOFO under the header "Single Audit Report" within the subsection "Additional Reporting Requirements".

The objectives of single audits are to:

- Determine if financial statements conform to generally accepted accounting principles (GAAP);
- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess, and test the adequacy of internal controls for compliance with major programs; and
- Determine if the entity complied with applicable laws, regulations, and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The auditee must prepare a corrective action plan to address the new audit findings. 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. § 200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(c) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(b).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. 2 C.F.R. § 200.512; see also 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor's possession).

FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity's compliance with the

single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. § 200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.

9. Payment Information

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. Payment requests are submitted through FEMA GO.

10. Whole Community Preparedness

Preparedness is a shared responsibility that calls for the involvement of everyone—not just the government—in preparedness efforts. By working together, everyone can help keep the nation safe from harm and help keep it resilient when struck by hazards, such as natural disasters, acts of terrorism, and pandemics.

Whole Community includes:

- Individuals and families, including those with access and functional needs
- Businesses
- Faith-based and community organizations
- Nonprofit groups
- Schools and academia
- Media outlets
- All levels of government, including state, local, tribal, territorial, and federal partners

The phrase "Whole Community" often appears in preparedness materials, as it is one of the guiding principles. It means two things:

1. Involving people in the development of national preparedness documents.
2. Ensuring their roles and responsibilities are reflected in the content of the materials.

11. Appendix A – FY 2021 SAFER Program Updates

Appendix A contains a brief list of changes between FY 2020 and FY 2021 to the SAFER Program.

- Under Applicant Eligibility Criteria
  - Added information on application submittal and Authorized Organization Representatives

- Under Narrative Evaluation Criteria
  - Added information on FEMA's review of Narrative Statements

- Under Programmatic Performance Reporting Requirements
  - Timeline for Performance Progress Report (PPR) changed from every three months to every six months

- Under Grant Writer/Preparation Fees
  - Added information on allowability of grant writer fees

12. Appendix B – Programmatic Information and Priorities

Appendix B contains details on SAFER Program information and priorities. Reviewing this information may help applicants make their application(s) more competitive.

a. *Ineligible Applications and/or Organizations*

Volunteer and combination fire departments may apply for funding under both the Hiring Activity and the R&R Activity; however, departments must complete separate applications for each activity. Applicants are limited to one application per activity, per application period. If an applicant submits two applications for the same activity during a single application period, FEMA will disqualify both applications.

If two or more of the following entities have different funding streams, personnel rosters, and EINs but share the same facilities, FEMA considers them as being separate organizations for the purposes of FY 2021 SAFER Program eligibility:

- Fire departments
- National, state, local, federally recognized tribal, and non-profit interest organizations

However, if two or more organizations share facilities and each submits an application in the same activity (e.g., Hiring of Firefighters), FEMA reserves the right to review and compare all of those program area applications to determine eligibility and review for potential overlap to avoid duplication of benefits.

Examples of ineligible applications and/or organizations include:

- For-profit organizations, federal agencies, and individuals.
- Fire departments that are a Federal Government entity, or contracted by the Federal Government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land.
- Fire departments that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or AHJ.
    - However, if a fire department is considered to be the same legal entity as a municipality or other governmental organization, and otherwise meets the eligibility criteria, that municipality or other governmental organization may apply on behalf of that fire department as long as the application clearly states that the fire department is considered part of the same legal entity.
- State or local agencies, or subsets of any governmental entities, or any authorities that do not meet the requirements as defined by 15 U.S.C. § 2229a(a)(1)(A) and (a)(2).
- Ambulance services, emergency medical service organizations, rescue squads, auxiliaries, dive teams, and urban search and rescue teams.
- Non-federal airport or port authority fire departments whose sole responsibility is the suppression of fires on the airport grounds or port facilities, unless the airport/port fire department has a formally recognized arrangement with the local jurisdiction to provide fire suppression on a first-due basis outside the confines of the airport or port facilities.

- Eligible applicants may submit only one application for each eligible activity (Hiring Activity and R&R Activity); all submissions of duplicate applications may be disqualified.
- If an applicant submits two or more applications for the same activity, both applications may be disqualified.
    - This is different from when where an entity is applying on behalf of other organizations that are agencies or instrumentalities of the applicant (e.g., multiple fire departments under the same county, city, borough, parish, or other municipality). In that situation, the applicant may request similar or the same costs as long as the application clearly states which costs (including quantities) are for which agency/instrumentality. This is permissible even if that entity submits multiple applications across regional versus direct applications.

b. ***Supporting Definitions for this NOFO***

Attrition is a gradual reduction in work force without laying off personnel, e.g., when workers resign or retire and are not replaced.

Authority Having Jurisdiction (AHJ) is that person or office charged with enforcing the NFPA codes (Per NFPA101-2015 Edition: Life Safety Code).

Automatic Aid is a plan developed between two or more fire departments for immediate joint response on first alarms (Per NFPA 1710 – 2020 edition and NFPA 1720 – 2020).

Benefits, as defined in 2 C.F.R. § 200.431, means the regular compensation paid to employees during periods of authorized absences from the job, e.g., vacation leave, sick leave, military leave. Benefits may include employer contributions or expenses for social security, employee insurance, workmen's compensation, and pension plan costs, and the like, whether treated as indirect costs or as direct costs, and are also eligible and shall be distributed to particular awards and other activities in a manner consistent with the pattern of benefits accruing to the individuals or group of employees whose salaries and wages are chargeable.

Career Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters.

Combination Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. FEMA considers a fire department with firefighting personnel paid a stipend on a per-event basis, or paid on-call, to be a combination fire department.

Emergency Medical Services Organization is a public or private organization that provides direct emergency medical services, including medical transport.

Fire Department is an agency or organization that has a formally recognized arrangement with a state, territory, local government, or tribal authority (city, county, parish, fire district,

township, town, village or other governing body) to provide fire suppression on a first-due basis to a fixed geographical area. Fire departments may be comprised of members who are volunteer, career, or a combination of volunteer and career.

Firefighter is an individual having the legal authority and responsibility to engage in fire suppression; employed by a fire department of a municipality, county, fire district or state, engaged in the prevention, control and extinguishing of fires; and/or responding to emergency situations in which life, property, or the environment is at risk. This individual must be trained in fire suppression, but may also be trained in emergency medical care, hazardous materials awareness, rescue techniques, and any other related duties provided by the fire department.

Formal Layoff Notice: Any layoff notice should align with the local rules and regulations that govern civil service employment in the jurisdiction. In order to be reasonable to employees, and to provide employees facing layoff actions a clear understanding of the impending action, any notice of layoff should be in writing and delivered to a specific employee affected by the action. The notice should identify a specific date employment will cease or specific event that would trigger the termination of employment. The notice should be delivered or otherwise presented directly to the affected employee in advance of the layoff action in accordance with the civil service provisions or union agreement in force in the jurisdiction taking action, e.g., 60 days prior to the effective date of the layoff action. The notice should specify whether the action is permanent or temporary, as well as provide the anticipated schedule of layoffs.

Initial Full Alarm Assignment is the personnel, equipment, and resources ordinarily dispatched upon notification of a structural fire.

Majority Career departments are considered majority career if more than 50% of the active firefighting membership is salaried staff.

Majority Volunteer departments are considered majority volunteer if more than 50% of the active firefighting membership is NOT compensated for service other than a nominal stipend and/or insurance.

Mutual Aid is a written intergovernmental agreement between agencies and/or jurisdictions stating that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner (NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 edition; and NFPA 1720 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments, 2020 Edition).

National, State, Local, or Federally Recognized Tribal Organizations that Represent the Interests of Volunteer Firefighters are organizations that support or represent the interests of firefighters in front of legislative bodies at the local, state, tribal and/or federal

level. Such organizations include, but are not limited to, state or local firefighter and/or fire chiefs' associations; and volunteer firefighter relief organizations and associations. FEMA shall make the final determination as to whether an applicant is an appropriate volunteer firefighter interest group.

New Recruit is a volunteer that joins the department with the intent to serve as a firefighter, after the recipient is notified of the grant award (the date of the award notification email in the FEMA GO mail center).

Nominal Stipend is a stipend that does not exceed 20% of what the fire department would otherwise pay to hire a full-time firefighter to perform the services for which the stipend is provided. Whether a stipend falls above or below the 20% threshold may be determined in one of two ways. Departments that maintain paid full-time firefighters on their payrolls may compare the stipend to the salary they pay a full-time firefighter who performs similar services to determine whether the stipend is more or less than 20% of that salary. Departments that do not maintain full time firefighters on their payrolls may make the determination based on a comparison to the salary paid to a full-time firefighter in a neighboring jurisdiction, elsewhere in the state or ultimately the nation, and may also utilize data from the U.S. Department of Labor's Bureau of Labor Statistics. A nominal stipend may also include reimbursements to volunteer firefighters for approximate out-of- pocket expenses they incur.

If a stipend paid exceeds 20% of the prevailing wage calculated as described above, then the firefighter receiving compensation would not qualify as a volunteer and is considered an employee who may be covered by the Fair Labor Standards Act (FLSA) minimum wage and overtime provisions.

Operational Budget is the funding supporting fire-related programs and/or emergency response activities (e.g., salaries, maintenance, equipment, apparatus).

Operational Position is a position with a primary assignment (more than 50% of time) on a fire suppression vehicle, regardless of collateral duties, in support of the department's NFPA 1710 or NFPA 1720 compliance.

Paid-on-Call is defined as firefighters who are paid a stipend for each event to which they respond. Paid-on-call firefighters may be considered paid firefighters or volunteer firefighters, depending on whether the stipend they receive is a nominal stipend. For the purposes of this SAFER Program, a department whose membership is comprised of all volunteer firefighters, including any paid-on-call firefighters who receive only a nominal stipend, will be considered a volunteer fire department. Also, for the purposes of this SAFER Program, a department whose membership is composed of any paid-on-call firefighters who receive more than a nominal stipend will be considered a combination fire department. Also refer to the definition of a nominal stipend.

Part-Time Firefighter is a firefighter who works less than 40 hours per week. When more than one part-time firefighter shares a position that results in work in excess of 40 hours per

week, FEMA considers that shared assignment to be a Full-Time Equivalent (FTE) position that must be accounted for in the staffing information provided in the application.

Primary First Due is a geographic area surrounding a fire station in which a company from that station is projected to be first to arrive on the scene of an incident.

Salary is a fixed payment made by an employer to an employee to compensate for a regular work schedule. Typically, the payment is made on a monthly, biweekly, or weekly basis but often expressed as an annual sum. The salary structure should be documented in writing by the employer. Note: Only costs for overtime that an employer routinely pays as a part of a firefighter's regularly scheduled and contracted shift hours to comply with FLSA are eligible salary costs under the Hiring Activity.

State is defined as any of the 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

Staffing and Deployment is the minimum staffing requirements to ensure a sufficient number of members are available to operate safely and effectively as defined in NFPA 1710 and 1720.

Supplanting is to replace or take place of funds that would otherwise be available from state or local sources, or the Bureau of Indian Affairs.

Volunteer Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-volunteer force of firefighting personnel.

c. ***Application Tips***

The following information may be useful when preparing a competitive application:

- NFPA – "FREE ACCESS": as part of its commitment to enhancing public safety and supporting the emergency responder, the NFPA makes its codes and standards available online for free. Please visit http://www.nfpa.org/freeaccess.
- For the most competitive applications, select those local need(s) that most closely align with one or more SAFER Program funding priorities.
- Applications differ based on the applicant type. For example, the Hiring Activity application will be different from the fire department application for the R&R Activity; the R&R application will be different for a fire department than an interest organization. Be sure to select the appropriate applicant type when applying.
- When filling out the online application, applicants are required to provide basic demographic information regarding their organization and the community served, and must provide detailed information regarding the items or activities for which they are seeking funding.
- If awarded, the application request(s) may be modified during the award review process; if the awarded activities, Scope of Work, or amount(s) do not match the application as submitted, the grant recipient shall only be responsible for completing the activities actually funded. The grant recipient is under no obligation to start,

modify, or complete any activities requested, but not funded by this award. Please review the Award Package.

d. ***Funding Limitations***

Specific funding parameters are either required by law or are the outcome of recommendations from the CDP. Each requirement is identified below, followed by the source of the requirement noted in parentheses:

- A total of 10% of the funding appropriated for FY 2021 SAFER Program awards is set aside for the recruitment and retention of volunteer firefighters (15 U.S.C. § 2229a(a)(2)).
    - No more than 33% of the total amount allocated for the recruitment and retention of volunteers can be awarded to national, state, local, territorial, or federally recognized tribal organizations that represent the interests of volunteer firefighters (CDP).
- A total of 10% of funding appropriated for FY 2021 SAFER Program awards is set aside for grants awarded to all volunteer or majority volunteer departments for hiring of firefighters (15 U.S.C. § 2229a(a)(1)(H)).
    - A majority volunteer fire department is one that more than half its personnel do not receive financial compensation for their services, other than life, health, and worker's compensation insurance, or a nominal stipend payment, including certain paid-on-call personnel. Although applications are normally awarded based on total score (high to low), in order to meet this 10% statutory set aside the SAFER Program Office may be required to fund an application that meets the criteria for the set aside instead of a higher-scoring application that does not meet the set aside criteria (15 U.S.C. § 2229a(a)(1)(H)).
    - If FEMA awards less than 10% of the funds available for the hiring of firefighters to volunteer and majority volunteer fire departments, it must transfer the remaining funds to provide grants for the recruitment and retention of volunteer firefighters (15 U.S.C. § 2229a(a)(1)(H)).

e. ***Restrictions on Uses of Award Funds***

- Under the R&R Activity, applications that request a Staffing Needs Assessment and/or Risk Assessment project are precluded from applying for additional R&R-related activities.
- Applicants may not use award funds for matching funds for any other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings.
- Applicants may not use federal funds to sue the Federal Government or any other government entity.

f. ***Funding Priorities***

Meeting the National Standards

FEMA prioritizes bringing non-compliant (NFPA 1710 or 1720) departments into compliance in the most cost-effective manner.

FEMA will ask applicants general questions about the NFPA standard they are attempting to meet as well as their current ability to meet that standard (without the use of overtime). FEMA will also ask applicants to indicate what their ability will be to meet that same standard if awarded grant funds.

Having additional firefighters on staff should improve a local fire department's ability to comply with the staffing, response, and operational standards that enhance community and firefighter safety.

Applications resulting in the largest percentage increases in compliance with the relevant section of NFPA 1710 (for career departments) or 1720 (for volunteer departments) receive higher pre-scores than applications resulting in smaller percentage increases in compliance.

Note: SAFER Program grants focus only on the Deployment, or Staffing and Deployment sections of these two standards, respectively.

- NFPA 1710 Assembly Requirements – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Department (Section 5.2.4.1 – Single-Family Dwelling Initial Full Alarm Assignment Capability). This standard applies primarily to career fire departments and combination departments if the combination department chooses it.
- NFPA 1720 Assembly Requirements – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments (Section 4.3 – Staffing and Deployment). This standard applies primarily to all-volunteer fire departments, but it may also apply to combination departments if the combination department does not choose to comply with the NFPA 1710 standard.

g. *Hiring Activity Overview*

Grants awarded under the Hiring Activity enable volunteer, combination, and career fire departments to improve or restore staffing levels to attain a more effective level of response and a safer incident scene. FEMA awards Hiring Activity grants directly to volunteer, combination, and career fire departments to help fire departments increase their cadre of frontline firefighters by providing financial assistance in three categories:

- Rehire: Rehiring firefighters who were laid off within the two years prior to the start of the application period;
- Retention: Retaining firefighters facing imminent layoff (within 120 days of the close of the application period); or,
- New Hire: Hire new, additional firefighters.

All of the following are considerations in pre-scoring and peer review determinations. Program priorities are listed as: High (H), Medium (M), or Low (L).

1. **Compliance with NFPA Standards**
   The tables below identify the priority levels for current and new compliance with the NFPA 1710/1720 standards discussed in subsection f. Funding Priorities - Meeting the National Standards of this NOFO.

Current (Pre-Award) 1710/1720 Compliance Priorities	
H Never or 0%	M Half of the time or 40-59%
H Rarely or 1-19%	L Very often or 60-79%
M Sometimes or 20-39%	L Most of the time or 80-100%

New (Post-Award) 1710/1720 Compliance Priorities	
H Always or 91-100%	M Half of the time or 40-59%
H Most of the time or 80-90&	L Sometimes or 20-39%
M Very often or 60-79%	L Rarely or 0-19%

2. **Call Volume and Population Served**
   Department call volume and population served are both factors in the initial application evaluation. Departments responding to a higher number of incidents and departments that protect a larger jurisdiction will receive higher consideration than those departments responding to fewer incidents and protecting smaller jurisdictions.

3. **Firefighter Health Measures**
   The health and well-being of firefighters is of paramount importance. Therefore, applicants who indicate newly hired firefighters will undergo an entry-level physical and receive immunizations and who indicate they will provide annual medical exams receive higher consideration than applicants who do not specify that these benefits will be provided. To qualify for this higher consideration, the physicals must be consistent with those required under NFPA 1582 Chapter 6, Medical Evaluations of Candidates 6.1, and Chapter 9, Essential Job Tasks – Specific Evaluation of Medical Conditions in Members.

   Applicants should note that FEMA is working with the NFPA Technical Committee on Fire Service Occupational Safety and Health to evaluate whether the NFPA 1582 standard complies with applicable federal civil rights laws. No decisions have been made and FEMA will issue additional guidance if and when more information becomes available.

Entry-Level Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

Annual Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

4. **Training Requirements**
   Applicants will receive higher pre-scores if the personnel funded under the grant will meet the minimum EMS training and certification requirements prescribed by the AHJ.

a. R&R Activity – Fire Departments Overview

Grants awarded under the R&R Activity - Fire Departments assist fire departments with the recruitment and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response. The grants are intended to create a net increase in the number of trained, certified, and competent firefighters capable of safely responding to emergencies within the recipient's response area.

All of the following are considerations in pre-scoring and peer review determinations. Program priorities are listed as: High (H), Medium (M), or Low (L).

1. **Compliance with NFPA Standards**
   The highest priority is to assist departments experiencing a high rate of turnover and that have staffing levels significantly below the ideal staffing level required to comply with NFPA standard 1710 or 1720 as discussed in subsection f. Funding Priorities - Meeting the National Standards of this NOFO.

2. **Volunteer Membership**

   Departments or organizations with the highest percentage of volunteers should benefit the most from the recruitment and retention of volunteer firefighters. Therefore, applicants whose membership is comprised of mostly volunteer members, or have a significant number of volunteer firefighters, receive higher consideration.

Percentage of Volunteer Firefighters	
H 91-100%	M 41-50%
H 81-91%	M 31-40%
H 71-80%	L 21-30%
H 61-70%	L 11-20%
M 51-60%	L 1-10%

3. **Call Volume**
   Department call volume is a factor in the initial evaluation. Departments responding to a higher number of incidents receive higher consideration.

4. **Firefighter Health Measures**
   Applicants who indicate the newly recruited firefighters will undergo an entry-level physical and receive immunizations, and who indicate they will provide annual medical exams receive higher consideration. To qualify for this higher consideration, the physicals must be consistent with those required under NFPA 1582 Chapter 6, Medical Evaluations of Candidates, and Chapter 9, Essential Job Tasks – Specific Evaluation of Medical Conditions in Members. Applicants who provide worker's compensation/Accidental Death & Dismemberment (AD&D) benefits to their members receive higher consideration than applicants who do not specify these benefits will be provided.

   Applicants should note that FEMA is working with the NFPA Technical Committee on Fire Service Occupational Safety and Health to evaluate whether the NFPA 1582 standard complies with applicable federal civil rights laws. No decisions have been made

and FEMA will issue additional guidance if and when more information becomes available.

Entry-Level Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

Annual Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

5. Firefighter Training and Certification Requirements

Firefighter	
H Both Firefighter (FF) II/Emergency Medical Technician (EMT)	M FF I
H FF II	L First Responder
M Both FF I/EMT	

6. R&R Coordinator/Program Manager/Grant Administrator

R&R Coordinator
H Applicants who currently have a coordinator, program manager, or grant administrator in place
M Applicants who will request grant funding for a coordinator, program manager, or grant administrator's position
L Applicants who do not have, or are not requesting, a coordinator, program manager, or grant administrator

7. Regional Requests

Applications that will have a direct regional or local benefit beyond the immediate boundaries of the applicant's first-due area will receive higher consideration.

A regional request is an opportunity for an eligible R&R Activity organization to act as a host and apply for funding on behalf of itself and any number of other participating R&R Activity eligible organizations. Regional activities should achieve cost effectiveness, support regional efficiency and resilience, and have a direct regional or local benefit to more than one local jurisdiction (county, parish, town, township, city, or village). Direct regional or local benefit means that other eligible organizations will receive a portion of the grant-awarded funds, will receive items purchased with the grant funds, or share an item purchased with grant funds.

The community identification characteristic, the organizational status of the applicant, and the permanent resident population should be entered for the host entity, regardless of the composition of the participating partners.

Regional populations served are the aggregate of the geographically fixed areas of the host and participating partner organizations.

Neither the regional host nor any participating partner is prevented from also applying on behalf of their own organization for any SAFER Program Activity. However, it cannot be for the same item.

In completing the application, the host applicant must include a list of all participating organizations, including a point of contact and phone number for each organization that will directly benefit from the regional project if they receive the grant. The organizations that will benefit from the R&R Activity may also apply for funding under the SAFER Program as long as the organizations do not apply for a project or activity that could conflict with or duplicate the host applicant's project. Applicants must also certify that they will ensure the organizations participating in this application have not received grants for similar items/activities.

To apply for a regional project, the host organization must agree, if awarded, to be responsible for all aspects of the grant. This includes, but is not limited to, cost share, accountability for the assets, and all reporting requirements in the regional application.

All participants of a regional application must be compliant with SAFER Program requirements, including being current with past grants, closeouts, and other reporting requirements. Upon notification by the SAFER Program Office, the host agency shall not distribute grant-funded assets or provide grant-funded contractual services to non-compliant partner organizations. The host and the delinquent partners will be notified by the SAFER Program Office of their specific deficiency.

Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU) or equivalent document signed by the host and all participating organizations participating in the award. The MOU must specify the individual and mutual responsibilities of the host and participating partners, the host's and participants' level of involvement in the project(s), the participating partners' EINs, and the proposed distribution of all grant-funded assets or contracted services. Any entity named in the application as benefiting from the award must be an eligible SAFER Program organization and must be a party to the MOU or equivalent document. **Copies of the MOU or equivalent document should be submitted as an attachment in the application**.

b. R&R Activity – National, State, Local, Territorial, or Federally Recognized Tribal Volunteer Firefighter Interest Organizations (Interest Organizations) Overview

Grants awarded under the R&R Activity – Interest Organizations allows applicants who identify as an Interest Organization to apply for R&R Activity funding. The grants are intended to create an aggregate increase in the number of trained, certified, and competent firefighters capable of safely responding to emergencies on behalf of the fire departments being represented. For this reason, projects that are comprehensive in nature and based on a clear needs assessment, implementation plan, evaluation plan, and have, or will establish, fire service partnerships will receive higher consideration.

In completing the application, the applicant must include data that approximates the characteristics of the entire region and/or all fire departments affected by the grant. If awarded, recipients may be required to provide documentation of each fire department's consent to participate in the application. Applicants must also certify that they will ensure the fire departments participating in this application have not received grants for similar items/activities. The following identifies the elements that the applications will be evaluated on during the pre-scoring process. Automated (pre-score) evaluation scores represent 30% of the total application score.

All of the following are considerations in pre-scoring and peer review determinations. Program priorities are listed as: High (H), Medium (M), or Low (L).

1. **Compliance with NFPA Standards**
   The highest priority is to assist departments experiencing a high rate of turnover that have staffing levels significantly below the ideal staffing level required to comply with NFPA standards 1710 or 1720 as discussed in subsection f. Funding Priorities - Meeting the National Standards of this NOFO. Interest Organizations that currently have the lowest recruitment and retention rates among the entire region and/or all fire departments benefitting from the grant funds receive higher consideration for funding.

2. **R&R Coordinator/Program Manager/Grant Administrator**

R&R Coordinator
H Applicants who currently have a coordinator, program manager, or grant administrator in place
M Applicants who will request grant funding for a coordinator, program manager, or grant administrator's position
L Applicants who do not have, nor are not requesting, a coordinator, program manager, or grant administrator

3. **Needs Assessment**

Needs Assessment	
H Applicants with projects based on a needs assessment	L Applicants with projects that are not based on a needs assessment

4. **Fire Service Partnerships**

Fire Service Partnerships	
H Applicants who have, or will establish, fire service partnerships as part of this project	L Applicants who will not have, nor establish, fire service partnerships as part of this project

c. *Eligible and Ineligible Costs and Requirements*

Regardless of the eligibility of any costs requested or the results of the review of the application conducted in accordance with Section E – Application Review Information of this NOFO, FEMA reserves the right to approve the activities requested in an application in whole or in part.

Hiring Activity – Eligible Costs and Requirements
Eligible Costs: • Salary and associated benefits (actual payroll expenses) for the positions funded under the SAFER Program grant are eligible. Costs are reimbursable if they are included as part of the standard package, available to all operational firefighter positions, contractually obligated, and reimbursed via payroll. Refer also to the definitions in Appendix B – Programmatic Information and Priorities, subsection b. Supporting Definitions for this NOFO. • Compensation for a firefighter's normal, contracted work schedule is reimbursable, but overtime costs are not eligible for reimbursement by the SAFER Program grant award (including overtime for holdovers, extra shifts, to attend training, etc.). Only costs for overtime that the fire department routinely pays as a part of the base salary or a firefighter's regularly scheduled and contracted shift hours, in order to comply with FLSA, are eligible. • Salaries and benefits of firefighters hired with SAFER Program funding while they are engaged in initial recruit training are eligible. **Eligibility Requirements:** • Only firefighters hired (**New Hire category**) or rehired (**Rehire category)** after the SAFER Program grant offer of award (except if awarded under the Retention category) are eligible for grant funding. • Only full-time positions are eligible for funding in all three categories. A full-time position is one position that is funded for at least 2,080 hours per year, e.g., 40 hours per week, 52 weeks per year. • SAFER Program grant funds will only pay for operational positions, in all three categories, whose primary assignment (more than half the time) is on a fire suppression vehicle, regardless of collateral duties. • Volunteer and mostly volunteer fire departments may also hire individuals to fill officer-level positions (e.g., chief, fire inspector, training officer, safety officer) in addition to their primary operational assignment. • Eligible positions for funding under the **Rehire category** must have been laid off in the two years prior to the start of the application period on **January 3, 2022.** Copies of the official, signed, and issued layoff notices will be required at the time of application. • Firefighters who have been issued a formal layoff notice, which includes a specific date for the layoff action, prior to the start of the application period, and those who face imminent layoff – within 120 days of the close of the application period – are eligible for SAFER Program funding under the **Retention category**. As the application period closes on **February 4, 2022**, the layoffs must become effective on or before **June 4, 2022**. Copies of the official, signed, and issued layoff notices will be required at the

Hiring Activity – Eligible Costs and Requirements
time of application. • Eligible positions under the **Retention category** must be employees of the department at the time the application is submitted. **Note:** if a retention position becomes vacant after the application is submitted, departments must fill the vacancy with a new hire in order to maintain the operational staffing level. • A layoff notice that is not executed within the specified terms will be considered void (unless an additional notice is provided within 14 days of the original action date) and will not qualify for funding in the Rehire or Retention categories. Applicants who do not meet these parameters must apply under the **New Hire category**. • Any layoff action not executed in accordance with the terms of the official layoff notice, or which does not meet the above requirements will not qualify for funding in the Rehire or Retention categories. Applicants who do not meet these parameters must apply under the **New Hire category**.

Hiring Activity - Ineligible Costs
• The salaries and benefits of full-time firefighters who are employees at the time of grant award (except under the Retention category) are ineligible to be funded under this grant. • Job-sharing positions (e.g., utilizing more than one person to fill a full-time SAFER Program-funded position) are ineligible. • The SAFER Program may not be used to fund promotions (e.g., to pay a current member a higher salary by placing him/her in a new SAFER Program-funded position). • Pre-application costs, such as grant writer fees, administrative costs (e.g., physicals/medical exams, background checks, etc.), and indirect costs associated with hiring firefighters are ineligible. • Costs to train and equip firefighters (e.g., PPE/Turnout Gear) are ineligible (this does not include the salaries and benefits of firefighters hired under the SAFER Program while they are engaged in training). • Costs for additional benefits such as uniform allowances, education stipends, meal allowance, etc., that are not contractually obligated, included as part of the standard benefits package for all employees, and reimbursed via payroll are ineligible. • Costs of annual physicals/medical exams are ineligible. • Overtime costs (including overtime for holdovers, extra shifts, to attend training, etc.) are ineligible (except as noted in "eligible costs" above). • M&A costs. • Indirect costs.

R&R Activity – Eligibility Requirements
Eligibility Requirements: • Applicants must correlate the activities for which funding is requested and the identified recruitment or retention problems or issues to be addressed. FEMA will not fund a budget line item if an applicant does not provide sufficient information detailing how it will enhance recruitment and retention. Allowable costs may be limited to reasonable amounts, as determined by FEMA.

R&R Activity – Eligibility Requirements
• Applicants who propose to focus on retention of volunteers will receive equal consideration as applicants focusing on recruitment of volunteers. A focus on retention may include providing incentives for volunteer firefighter members to continue service in a fire department. • SAFER Program grant funds may only be used for volunteer firefighters who are involved with, or trained in, the operations of firefighting and emergency response. • FEMA recommends that departments consult their AHJ or the department's legal counsel to understand the full legal and financial implications involved with implementing or sustaining programs that offer benefits or financial awards to firefighters (e.g., stipends, Length of Service Award Program [LOSAP]/Retirement Program). • All grant-related purchases and activities must be incurred, received, and completed within the period of performance. The period of coverage and/or service delivery on all contracts and agreements may not begin prior to or extend beyond the period of performance of the grant. FEMA may permit pro-rated costs to be charged to the grant for training courses that begin during the period of performance but end after the period of performance ends. • All funded activities under the R&R Activity must be governed by formally adopted Standard Operating Procedures (SOPs). Minimally, these SOPs should specify who qualifies for each of the incentives, specific requirements for earning the incentives, and the disposition of the awarded incentives if an individual fails to fulfill the stipulations. FEMA may ask for copies of SOPs prior to, or after being awarded.

R&R Activity – Eligible Costs: High Priority

High Priority:
• Costs to support a staffing needs assessment identifying the operational staff and support that are required to carry out fire department responsibilities safely and effectively (e.g., supplies for data collection, contractors or personnel to collect and analyze data, software programs, etc.).
  ○ **Note**: If a staffing needs assessment is requested and the application is selected for funding, the staffing needs assessment will be the only activity that will be funded.
• Costs to support a R&R Coordinator, a Program Manager, and/or a Grant Administrator (including reasonable salary, fringe benefits, contract support, supplies, travel, etc.). **Note**: computers for these positions are low priority items.
• Marketing Program to recruit new volunteer firefighters, such as:
  ○ Media advertising (e.g., television, radio, social media);
  ○ Print advertising (e.g., newspapers, billboards, signs, banners, brochures, flyers); and,
  ○ LED/electronic sign. **Note:** this is a high priority item only when included as part of a comprehensive marketing program. Only one LED/electronic sign is allowed per applicant and 75% of usage must be dedicated to R&R activities – additional restrictions apply (for details see Section F.5.c.: Environmental Planning and Historic Preservation (EHP) Compliance of this NOFO).

R&R Activity – Eligible Costs: High Priority
○ **Note**: If requesting funds to recruit new members, a marketing plan must be in place or the application must show a marketing plan will be implemented either with grant funds (requested as a line item) or that the applicant will implement a marketing plan using existing department resources. • New Member Costs. Only one entry-level physical per new recruit. Physicals for existing members are not eligible. All grant-funded physicals (except those for explorers/cadets) must meet NFPA 1582 standards (Chapter 6, Medical Evaluations of Candidates 6.1, and Chapter 9, Essential Job Tasks – Specific Evaluation of Medical Conditions in Members). The cost of physicals should be based on local physician or health center prices. Detailed information on implementing NFPA 1582 physicals can be found at https://www.fstaresearch.org/roadmap. ○ **Note**: annual physicals are only eligible if the applicant is also requesting grant funds to provide NFPA 1582 entry-level physicals for new recruits; annual physicals are only eligible for the same new recruits. Physicals or annual exams for any other members are not eligible. ○ Only actual costs for physicals are allowed and will be paid on a reimbursable basis. To receive reimbursement, recipients must provide invoices/proof of payment (e.g., canceled checks, bank statements, electronic funds transfers) to support the cost for physicals. • New recruit basic training that is not covered under a department's normal operating budget, and as required by the AHJ to meet minimum firefighter certification (e.g., cardiopulmonary resuscitation (CPR), First Responder, EMT, FF1, FF2). ○ Reimbursement to members for lost wages, mileage/transportation, lodging, and/or per diem while attending required basic training is also eligible. ○ **Note:** costs for mileage/transportation, lodging, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate. • Leadership/career development training when used as a retention incentive that is not covered under a department's normal operating budget. ○ Reimbursement to members for lost wages, mileage/transportation, lodging and/or meals while attending leadership/career development training or conferences are also eligible. ○ **Note:** costs for mileage/transportation, lodging and meals must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate. ○ Courses must provide Continuing Education Units (CEU) or certificates of completion to be eligible. To receive reimbursement, recipients must provide documentation of the CEUs or the certificates of completion. • Instructor/train-the-trainer training that is not covered under a department's normal operating budget. ○ Reimbursement to members for lost wages, mileage/transportation, lodging, and/or per diem while attending instructor/train-the-trainer training are also eligible.

R&R Activity – Eligible Costs: High Priority
○ **Note**: costs for mileage/transportation, lodging, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate. • Tuition assistance for higher education (including books, lab fees and student fees). ○ Coursework or certifications in this category should be more advanced than what departments typically fund for required minimum-staffing requirements. ○ Courses are not limited to firefighter training or education. ○ Only tuition payments for classes offered and taken during the period of performance are allowable. ○ Computers for individual students are not eligible for funding. ○ Payments for student loans are not eligible for funding. ○ Allowable costs may be limited to reasonable amounts, as determined by FEMA. ○ Actual costs will be paid on a reimbursable basis. To receive reimbursement, students must successfully complete all classes. • PPE/Turnout Gear. ○ PPE may only be funded for new firefighters that join the department after the date of grant award, that successfully pass an NFPA 1582-compliant physical, and that are certified as "fit for duty." PPE purchased with SAFER Program funding must be utilized by adequately trained staff. ○ Funds are available to acquire Occupational Safety and Health Administration (OSHA)-required and NFPA-compliant PPE for firefighting personnel. In addition, PPE must meet any national or state standards and increase firefighter safety. Failure to meet these requirements may result in ineligibility for PPE funding. Copies of NFPA standards may be reviewed at http://www.nfpa.org/freeaccess. ○ Only actual costs for PPE are allowed and will be paid on a reimbursable basis. ○ Allowable costs may be limited to reasonable amounts, as determined by FEMA. ○ To receive reimbursement, recipients must provide the following documentation to support the purchase of PPE: ▪ Invoices/proof of payment (e.g., canceled checks, bank statements, electronic funds transfers) for PPE. ▪ Proof that the firefighter(s) have passed an NFPA 1582-compliant physical and are certified as "fit for duty." ○ Eligible PPE Expenditures: ▪ Only one set of PPE for structural or wildland firefighting per each new recruit. ▪ The SAFER Program considers a complete set of structural PPE to be comprised of one self-contained breathing apparatus (SCBA) mask/face piece, one pair of pants, one coat, one helmet, two hoods, one pair of boots, two pairs of gloves, one pair of suspenders, and one pair of goggles. In those jurisdictions where additional PPE, like Personal Safety/Rescue Bailout Systems are statutorily required, the SAFER

R&R Activity – Eligible Costs: High Priority
Program will consider all statutorily required items to be part of a complete PPE set. ▪ The SAFER Program considers a complete set of wildland PPE to be comprised of one pair of pants, one coat, one jumpsuit, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, one pair of goggles, one fire shelter, one web gear, one backpack, and one canteen/hydration system. ▪ American National Standards Institute-approved retro-reflective highway apparel. ▪ PPE gear bags.

R&R Activity – Eligible Costs: Medium Priority

Medium Priority:
• Nominal stipends, as defined under Appendix B – Programmatic Information and Priorities, subsection b. Supporting Definitions for this NOFO, for volunteer firefighters who are involved with, or trained in, the operations of firefighting and emergency response (e.g., Pay-per-Call, Points Based System, etc.). Stipends may only be provided for participation in operational (firefighting) activities, such as duty shifts, operational training, and/or responding to incidents.
  o Food vouchers may be used for nominal stipends if the Narrative supports their use as an effective recruitment and retention tool for the department. However, food vouchers must be issued through formally adopted SOPs.
  o Award recipients must maintain records of all food vouchers including firefighter name, amount, date received, and signature of the receiving firefighter.
  o Gift cards may not be used for nominal stipends. For information on gift cards, see Low Priority – Awards/Incentives below.
  o Only actual costs for stipends are allowed and will be paid on a reimbursable basis.
  o Allowable costs may be limited to reasonable amounts as determined by FEMA.
  o To receive reimbursement, recipients must provide the following documentation to support the stipends:
  ▪ Documentation to show what the department would pay to hire a full-time firefighter to perform the services for which the stipend is provided (e.g., current salary/benefit package from human resources department, data from the U.S. Department of Labor's Bureau of Labor Statistics).
  ▪ Copies of run reports, staffing reports, etc.
• Costs to support explorer/cadet, and mentoring programs, such as:
  o Only one set of station duty uniforms (the SAFER Program considers one set of station duty uniform as one pair of pants, one shirt, one hat, and one pair of boots) for each newly recruited cadet/explorer per the department's documented uniform policy.
  o Training (Non-Immediate Danger to Life and Health [IDLH]).
  o One set of structural or wildland PPE as defined above for each new

R&R Activity – Eligible Costs: Medium Priority
cadet/explorer that joins the department after the date of grant award, with the following two exceptions: 1) SCBA mask/face pieces are not eligible because PPE for explorers/cadets may not be used in an IDLH atmosphere, and 2) physicals for explorers/cadets are not required to meet NFPA 1582. o One introductory physical exam per each newly recruited explorer/cadet. • LOSAP or Retirement Program: o New LOSAP or Retirement Programs (meaning the department has never had a LOSAP or Retirement Program). o Increasing existing LOSAP or Retirement Program coverage to include newly recruited members (FEMA will only fund the increase portion of the program). o **Note**: FEMA will not fund LOSAP or Retirement Programs that were previously funded by a SAFER Program grant. • Insurance packages (e.g., AD&D, workers compensation, disability, health, dental, life). • Exercise equipment and gym memberships are limited to no more than $10,000 total per grant award.

R&R Activity – Eligible Costs: Low Priority
Low Priority: • New Member Costs. Only one set of station duty uniforms (the SAFER Program considers one set of station duty uniforms as one pair of pants, one shirt, one hat, and one pair of boots) for new firefighters that join the department after the date of grant award, per the department's documented uniform policy. o **Note**: Class A or B uniforms (e.g., Dress Uniforms) and badges are not allowable costs under the SAFER Program. • Costs for advanced training not currently covered under the department's operating budget (e.g., extrication training, specialized equipment training, swift water rescue, etc.). Advanced training requests are only eligible for members who have already met the minimum firefighter certifications required by the AHJ and must closely correlate to the applicant's recruitment and/or retention goals. o Reimbursement to members for lost wages, mileage/transportation, lodging, and/or per diem while attending advanced training are also eligible. o **Note**: costs for mileage/transportation, lodging, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate. • Single computer (including monitor, keyboard, mouse) and printer for grant-appointed R&R Coordinator, Program Manager, and/or Grant Administrator. • Awards/Incentive program for participation in operational (firefighting) activities, such as operational training and/or responding to incidents (e.g., length of service plaques, gift cards for top responders, non-uniform clothing). o Non-uniform clothing (limited to a shirt, a jacket, or a pullover) as part of an award program only. ▪ **Note**: Class A or B uniforms (e.g., Dress Uniforms) and badges are not allowable costs under the SAFER Program. o Gift Cards: a logbook for the purchase and issuance of gift cards is required.

R&R Activity – Eligible Costs: Low Priority

The logbook should include name of recipient, date, amount of card, reason for issuance, and signature of recipient. Gift cards should be issued to operational firefighters who have completed the minimum firefighter training required by the AHJ.
• LED/electronic sign when it is not included as part of a comprehensive marketing program.
• Fire service association membership fees.
• Projector and/or screen to support classroom training.
• Payments for housing or rent for volunteers at or near the fire station.
• Other costs associated with new recruits (background checks, aptitude tests, etc.).
• Station modifications/remodeling/renovation of existing facilities.
  ○ Remodeling/renovations to an existing facility are allowable (e.g., converting space into bunkroom) and must correlate to the identified recruitment or retention problems or issues being addressed with the grant. The renovations must be minor interior alterations not to exceed $10,000 total per grant award.
  ○ Remodeling/renovations may not change the footprint or profile of the building.
  ○ Any request for modifications to facilities may require EHP review (for details see Section F5.a.: Environmental Planning and Historic Preservation (EHP) Compliance of this NOFO). Recipients are encouraged to have completed as many steps as possible for a successful EHP Review in support of their proposal for funding, including coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, and compliance with all state and EHP laws and requirements.
  ○ Written approval must be provided by FEMA prior to the use of any SAFER Program funds for remodeling or renovation. If awarded funds for remodeling or renovation, recipients may be required to submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits, and a notice of interest.

R&R Activity – Eligible Costs: Non-Prioritized Costs
Non-prioritized Costs: • M&A costs up to three percent of the total awarded amount in accordance with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. M&A costs must be identifiable and directly related to the implementation and management of the SAFER Program grant. Salaries and fringe benefits for personnel directly supporting the grant are not required to be included in the M&A budget line item. • Indirect costs for national, state, local, or federally recognized tribal volunteer firefighter interest organizations that are expended pursuant to Section D: Application and Submission Information. • Up to $1,500 in grant writer fees for application preparation, but not grant administration. The fee must have been paid between the publication date of this NOFO and up to 30 days of the end of the application period and prior to any contact with SAFER Program Office staff or an Offer of Award. For details see Appendix C –

Award Administration Information, subsection b. Grant Writer/Preparation Fees.

- Audit costs proportional to the total SAFER Program award. Recipients of multiple federal funding sources can only charge a pro rata share of the audit cost(s) to the SAFER Program award, and they must be incurred during the period of performance.

R&R Activity – Ineligible Costs

Ineligible Costs (this list is not exhaustive):

- Salary and benefits for firefighters.
- Retroactive payments or recognition for operational services rendered prior to the grant award.
- Costs incurred (including the delivery of goods or services) outside of the period of performance except for grant writer fees; see Appendix C – Award Administration Information, subsection b. Grant Writer/Preparation Fees.
- Fire suppression equipment.
- Vehicles.
- Fire simulators, fire evolution, or fire training props (e.g., burn trailers, forcible entry, rescue/smoke maze, flashover simulators).
- Supplies, expendables, or "onetime" use items such as foam, fuel/propane, breaching materials (e.g., wood or sheetrock).
- Sirens, warning lights for fire department or private vehicles, or other outdoor warning devices.
- Communication equipment including cell phones, pagers, portable radios or Computer-Aided Dispatch systems.
- Video cameras/recording equipment.
- Photographs/Photographer unless part of a marketing contract for recruitment of new members.
- Intruder alerting systems and deployment notification systems.
- Retroactive payments or recognition for non-operational activities (including payments, gift cards, recruitment bonuses, or stipends for recruiting firefighters).
- Payments for travel to or participation in leisure or social activities such as theater tickets, entertainment tickets, and trips (e.g., professional sporting events).
- Costs associated with award banquets, such as food, photographers, refreshments, entertainment, or rental facilities. Reimbursement for actual awards (e.g., plaques and trophies) is eligible.
- Costs for food or refreshments that are not part of a conference or training hosted by the grant recipient (food vouchers can be requested as a nominal stipend but must be provided only under formally adopted SOPs).
- Costs for training currently covered under the department's operating budget (e.g., tuition or instructor fees for department-mandated, basic-level training).
- Services at a member's personal residence (e.g., internet access, plowing of driveways).
- Furniture (except for newly converted bunkrooms), televisions, fixtures, appliances (e.g., refrigerators), and entertainment equipment.
- "Giveaways" for recruitment events, such as pencils, pens, t-shirts, cups, mugs or balloons.

R&R Activity – Ineligible Costs

• Fees for courses and training that are available free of charge on the internet or at state/local training facilities (e.g., NIMS 100, 700, 800).
• Costs for fuel. Costs for travel to training or other eligible activities are reimbursed through mileage rates.
• Medical exams for existing members, R&R Coordinator, Program Manager, and/or Grant Administrator.
• Payments for student loans.
• Mileage reimbursement for responding to incidents or periodic operational training at the fire house (mileage reimbursement is allowed for other types of training as explained under eligible costs).
• Station internet access/user fees and equipment to install internet (such as routers).
• Continued funding of an existing (or previously funded through the SAFER Program) LOSAP or Retirement Program.
• Computers in common areas or individual computers for training/education.
• Copiers/printers.
• Incentives for career firefighters within the recipient's fire department.
• Ineligible explorer/cadet/mentoring program expenditures:
  ○ SCBAs, including masks/face pieces.
  ○ Anything involving the IDLH atmosphere.
  ○ Any activities precluded by the AHJ.
• Ineligible PPE expenditures:
  ○ Three-quarter length rubber boots.
  ○ SCBAs (not including SCBA masks/face pieces).
  ○ PASS Devices.
  ○ Spare cylinders.
  ○ Bomb disposal suits.
  ○ PPE for hazardous materials and other specialized incidents.
  ○ More than one set of PPE per newly recruited member (within the period of performance).
  ○ PPE for existing members, R&R Coordinator, Program Manager, and/or Grant Administrator.

13. Appendix C – Award Administration Information

Appendix C contains detailed information on SAFER Program Award Administration. Reviewing this information may help recipients in the programmatic and financial administration of their award(s)

a. Help FEMA Prevent Fraud, Waste, and Abuse

If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS Office of Inspector General (OIG) Hotline at (800) 323-8603, by fax at (202) 254-4297, or email HOTLINE@oig.dhs.gov.

b. Grant Writer/Preparation Fees

Fees for grant writers may be included as a pre-award expenditure. For grant writer fees to be eligible as a pre-award expenditure, the services must be competitively sources, specifically identified, and listed within the "Request Details" section of the application and must satisfy the requirements under 2 C.F.R. § 200.458. FEMA will only consider reimbursements for application preparation, not administration, up to $1,500 annually. The allowability of grant writer fees as a pre-award expenditure must be paid between the publication date of this NOFO and up to 30 calendar days after the application period closes. In order for Grant writer fees held either on retainer or subscription basis to be an eligible pre-award cost, the claimed retainer or subscription must have been competitively secured, and the costs are limited to the start of the appropriation period for the underlying award and up to 30 calendar days after the application period closes, and meet the requirements under 2 C.F.R. § 200.458. Fees payable on a contingency basis are not an eligible expense.

Pursuant to 2 C.F.R. Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by the Federal Government from receiving funding under federally-funded grants or contracts. Recipients must verify that the contractor is not suspended or debarred from participating in specified federal procurement or non-procurement transactions pursuant to 2 C.F.R. § 180.300.

Prior to submission of the application, please review all work produced by grant writers or other third parties for accuracy. By submitting the application, applicants are certifying all of the information contained therein is true and an accurate reflection of the organization, and that regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA. These actions include but are not limited to the submitted application not being considered for award, temporary withholding of funding under the existing award pending investigation, or referral to the DHS OIG.

The following documentation shall be provided to FEMA upon request:

i. A copy of the grant writer's contract for services;
ii. A copy of the invoice or purchase order;
iii. A copy of the canceled check (front and back); and
iv. Evidence that the services were competitively procured.

Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

Note: FEMA requires that all applicants identify the following as "Application Participants" in the "Contact Information" section of the application:
Any individual or organization that assisted with the development, preparation, or review of the application to include drafting or writing the narrative and budget; whether that person, entity, or agent is compensated or not; and whether the assistance took place prior to submitting the application.

c. Maintenance and Sustainment

The use of FEMA preparedness grant funds for the costs of repairs or replacement, as well as maintenance contracts, warranties, and user fees may be allowable.

The intent of eligible Maintenance and Sustainment activities is to provide direct support to the critical capabilities developed using FEMA and other DHS grants and support activities. Routine upkeep and the supplies, expendables, or one-time use items that support routine upkeep (e.g., gasoline, tire replacement, routine oil changes, monthly inspections or grounds and facility maintenance) are the responsibility of the recipient and may not be funded with SAFER Program funding.

Generally, when purchasing a maintenance agreement, service contract, or extended warranty for systems or equipment, the period of coverage provided under such a plan may not extend beyond the period of performance of the grant with which the agreement, warranty or contract is purchased.

The duration of an extended warranty purchased incidental to the original purchase of the equipment may exceed the period of performance as long as the coverage purchased is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment or system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this policy extends to licenses and user fees as well.

Even if purchased incidental to the original purchase of the equipment, the duration of an extended maintenance agreement or warranty must also be reasonable for the type of equipment or system being purchased. For example, if a vendor offers a 10-year extended warranty incidental to the purchase of a piece of equipment, but the useful life of that equipment being purchased is five years, the purchase of a 10-year extended warranty would not be a reasonable cost and may not be charged to the grant.

d. Taxes, Fees, Levies, and Assessments

Taxes, fees, levies, or assessments that the recipient is legally required to pay and are directly related to any eligible SAFER Program acquisition activity may be charged to a SAFER Program award pursuant to 2 C.F.R. § 200.470. These charges shall be identified and

enumerated in the SAFER Program application narrative, as well as the "Grant Request Details" section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient's agent) or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible SAFER Program acquisition activity are not chargeable to any SAFER Program award.

Example: Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees*, but only if the eligible organization submits an exemption or waiver request to the FCC.

**Government entities are not required to pay FCC regulatory fees. Nonprofit entities (exempt under Section 501 of the Internal Revenue Code) may also be exempt. The FCC requires that any entity claiming exempt status submit, or have on file with the FCC, a valid Internal Revenue Service Determination Letter documenting its nonprofit status, or certification from a governmental authority attesting to its exempt status. For more information, please visit http://www.fcc.gov.*

e. Excess Funds

After completing the initial project(s) proposed in the recipient's application, some recipients may have unexpended funds remaining in their budget. These excess funds may result from any combination of under-budget acquisition activities or competitive procurement processes.

These excess funds may be utilized to address an organization's local needs or to mitigate identified capability gaps. FEMA expects excess funds to be obligated concurrent with an award's period of performance to address a known or critical need. An amendment request must be submitted to document the expenditure of excess funds. As a reminder, all costs must be incurred, and all goods and services must be delivered or completed within the period of performance in order to be allowable.

f. Payments and Amendments

FEMA uses the Direct Deposit/Electronic Funds Transfer method of payment to recipients.

SAFER Program payment/drawdown requests are generated using FEMA GO. SAFER Program payment/drawdown requests from state or local government entities will be governed by applicable federal regulations in effect at the time a grant is awarded to the recipient and may be either advances or reimbursements. Recipients should not expend funds until all special conditions listed on the grant award document have been met, including completion of EHP review, and the request for payment in FEMA GO has been approved. Recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

Advances
Recipients shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and disbursement by the recipient (not to exceed 30 days), and the financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200. The recipient shall include all applicable source documentation such as invoice(s), purchase orders, contracts, etc., to support the costs associated with the advance SAFER Program payment/drawdown requests. EHP review requirements must be met prior to advanced payments.

Although advance drawdown requests are permissible, recipients remain subject to applicable federal laws in effect at the time a grant is awarded to the recipient.

Governing interest requirements include the Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 and the Cash Management Improvement Act (CMIA) and its implementing regulations at 31 C.F.R. Part 205. Interest under CMIA will accrue from the time federal funds are credited to a recipient's account until the time the recipient pays out the funds for program purposes. For the rate to use in calculating interest, please visit Treasury Current Value rate at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm.

Reimbursement
Payment by reimbursement is the preferred method when the requirements to be paid in advance, pursuant to 2 C.F.R. § 200.305, cannot be met. In accordance with U.S. Department of Treasury regulations at 31 C.F.R. Part 205, if applicable, the recipient shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds. As a prerequisite of SAFER Program approval for reimbursement requests, recipients shall submit all applicable source documentation, such as payroll records, timecards, contracts, invoices, purchase orders, proof of payment (e.g., cancelled checks, bank statements, electronic funds transfers) to support the costs associated with each payment/drawdown request.

Rebates
Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with 2 C.F.R. § 200.305. The reduction of federal financial participation via rebates/refunds may generate excess funds for the recipient if the recipient previously obligated their Cost Share match based upon the original award figures. If the recipient previously obligated their original Cost Share prior to the rebate, then the recipient may have minimum excess funds equal to the difference between the original Cost Share less the rebate-adjusted Cost Share.

Payment Requests During Closeout
A recipient may only submit reimbursement payment requests up to 120 calendar days after the expiration of the period of performance, during an award's closeout reconciliation per 2 C.F.R. § 200.344. Reimbursement payments are the only eligible type of requests to be submitted after a grant's period of performance has expired. The expenditure must have been obligated and received during the period of performance of the award. The recipient's request should contain clear and specific information certifying that the liquidation of federal funds is reimbursement for an obligation properly incurred during the active period of performance. FEMA may request documentation supporting the reimbursement for review at any time.

Amendments
FEMA may approve SAFER Program award amendments on a case-by-case basis for the following reasons:

- Extension of the period of performance in order to complete the scope of work;
- Changes to the activity, mission, retroactive approval (pre-award), closeout issues, and some excess funds requests;
- Budget changes (adding funds to award/non-closeout deobligation of funds).

FEMA will only consider amendments submitted via FEMA GO. These requests must contain specific and compelling justifications for the requested change. Amendments or changes to the scope of work may require additional EHP review. FEMA strongly encourages recipients to expend grant funds in a timely manner to be consistent with SAFER Program goals and objectives.

Note: a recipient may deobligate (e.g., return) unused funds (e.g., those remaining funds previously drawn down via payment request and/or remaining award funding that was never requested) to DHS/FEMA prior to the end of an award's period of performance. To exercise this option, a recipient must submit an amendment via FEMA GO and state in the amendment that the unliquidated funds (e.g., the funds to be returned) are not necessary for the fulfillment or success of the grant's obligations or mission. The recipient must also indicate in the amendment that it understands that the returned funds will be deobligated and unavailable for any future award expenses. Deobligation of funds will decrease the federal portion of the grant and the amount of the recipient's cost share obligation. FEMA will confirm deobligation amendments with all points of contact; after confirmation of the recipient's intent to deobligate, FEMA will hold the approved deobligation request for 14 calendar days as a period for recipient reconsideration before FEMA processes the deobligation request.

g. Disposition of Grant Funded Equipment
A recipient must use, manage, and dispose of SAFER Program-funded equipment in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.313. With the exception of state governments, when original or replacement equipment acquired under a SAFER Program award is no longer needed for the original project, program, or other activities currently or previously supported by a federal awarding agency, the recipient must request disposition

instructions from FEMA. FEMA strongly recommends contacting the SAFER Help Desk prior to the disposition of SAFER Program-funded equipment.

h. Post-Award Recipient Responsibilities

Once awarded, recipients under the Hiring Activity must submit a pre-SAFER Program roster listing paid operational/firefighting personnel, in support of NFPA 1710 or NFPA 1720, who are employees at time of award. FEMA compares the pre-SAFER Program roster to names submitted for SAFER Program-funded positions to ensure that the SAFER Program-funded firefighters are new employees (except under the retention category).

The SAFER Program Office will work with recipients to establish the correct staffing maintenance numbers, which combine the number of pre-SAFER Program and SAFER Program-funded operational positions. Once this is established, recipients must agree to maintain this number throughout the period of performance by taking active and timely steps to fill any vacancies.

Recipients under the Hiring Activity who lay off any operational personnel during the period of performance will be considered in default of their grant and the award will be terminated. In those situations, recipients may be required to return the federal funds disbursed under the grant award.

Recipients who are unable, due to documentable economic hardship, to backfill non-SAFER Program operational positions vacated through attrition (e.g., resignation, retirement) after receiving an award may petition FEMA to waive the staffing maintenance requirements. Approved waivers allow recipients to decrease and reestablish the staffing maintenance numbers agreed to at the time of award by the number of positions that recipients are unable to fill. To qualify for this waiver, the economic hardship must affect the entire public safety sector in a recipient's jurisdiction, not just the fire department. FEMA will not grant waivers for SAFER Program-funded positions. Recipients who fail to maintain the required level of staffing risk losing federal funds awarded under this grant.

Recipients must agree that, notwithstanding any provision of other laws, firefighters hired under these grants will not be discriminated against or be prohibited from engaging in volunteer firefighting activities in another jurisdiction during off-duty hours.

FEMA strongly encourages applicants, to the extent practicable, to seek, recruit and hire military veterans to increase their ranks within their departments.

Date:	10/18/2022
Agenda Item #:	6. B.
Department:	Administrative Services
Strategic Goal:	Ensure strong relationship within the community and region
Staff Contact:	Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Discuss and Consider Action to **Repeal Ordinance No. 850 Regarding the Keep Little Elm Beautiful Committee.**

DESCRIPTION:

In 2007, Ordinance No. 850 was approved by Council to establish a Keep Little Elm Beautiful Committee. This ordinance dictates information on membership, appointment, procedures, and duties of the committee. Members would also need to follow the Town's Boards and Commissions Policy.

In 2017, Keep Little Elm Beautiful gained 501 (c) (3) status and has since acted as its own organization with its own bylaws. Keep Little Elm Beautiful is currently going through a revamp. During this transition, staff found that Ordinance No. 850 was still in place, although no longer relevant. Therefore, staff requests Ordinance No. 850 be repealed.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Ord - 850 - Keep Little Elm Beautiful

TOWN OF LITTLE ELM, TEXAS

ORDINANCE NO 850

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS AMENDING AND CODIFYING ORDINANCE 736, AN ORDINANCE ESTABLISHING A COMMITTEE TO BE KNOWN AS THE "KEEP LITTLE ELM BEAUTIFUL COMMITTEE"; CHANGING THE NUMBER OF COMMITTEE MEMBERS; ESTABLISHING OTHER PROVISIONS APPLICABLE TO THE COMMITTEE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Little Elm, Texas (the "Town") desires to improve the physical quality of community life; and

WHEREAS, a clean environment contributes to the emotional, physical and economic well-being of the citizen of the Town; and

WHEREAS, Keep Texas Beautiful, Inc., a Texas non-profit organization ("KTB"), was established a number of years ago as a grassroots environmental organization and affiliate of Keep America Beautiful, having as its mission to empower Texans through education to take responsibility for enhancing their community's environment; and

WHEREAS, KTB has established a program in which KTB designates the title of the "Affiliate" to qualifying cities, counties, or communities that work with KTB to achieve their mission, which affiliates make up a statewide network of community-based grassroots litter prevention, beautification, and waste minimization programs; and

WHEREAS, the affiliate program will assist greatly in reducing the improper handling of waste, and thereby reduce litter and increase solid waste management activities; and

WHEREAS, the Town Council is authorized by section 9.03 of the Town Charter to create, abolish, establish, and appoint boards, Committees and committees composed of the citizens of the Town of Little Elm, as it deems necessary to carry out the functions of the Town, and to prescribe the purpose, functions, and tenure of each board, Committee, or committee; and

WHEREAS, by the adoption of this Ordinance, the Town Council desires to create and establish a Town committee to be known as the "Keep Little Elm Beautiful Committee," according to the provisions set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN OF LITTLE ELM, TEXAS:

Section 1. The Town Council of the Town of Little Elm, Texas (the "Town") does hereby create and establish a committee to be known as the "Keep Little Elm Beautiful Committee" (the "Committee") for the purpose of assisting the Town Council in establishing a citywide policy for decreasing the amount of litter in the city. The Committee shall be an advisory committee only.

Section 2. The committee provided for herein shall be comprised of five (5) members to be nominated by and approved by the Town Council and shall be residents of the Town of Little Elm except that no more than two members may be residents of communities or towns in the

surrounding areas. The Committee may consist of representatives from business and industry, media, community organizations, education, and members at large.

Two (2) members of the Committee originally appointed shall be appointed for a term for one (1) year. Three (3) members of the Committee originally appointed shall be appointed for a term of two (2) years. Thereafter, the term of each Committee member shall be two (2) years. No Committee member shall serve more than two (2) successive terms; provided, however, that a Committee member appointed to complete the unexpired term of another Committee member shall, at the completion of such term, be eligible for appointment for another two (2) full terms. In addition to the five members of the Committee, the Council may appoint a Town employee to serve as a non-voting ex-officio member of the Committee. Any member of the Committee, whether a voting member of a non-voting member, shall serve at the pleasure of the Town Council, and may be removed by the Council at any time and for any reason.

Section 3. The Committee shall have an executive director ("Executive Director"), who shall serve as a non-voting ex-officio member of the Committee. The Executive Director shall be custodian of all minutes and records of the Committee and perform such other duties as the Committee may deem necessary and consistent with both the responsibilities of the Committee and the Executive Director's responsibilities to the Town of Little Elm through the Town Manager. The Executive Director shall work under the supervision and control of the Town Manager for the purpose of implementing the provisions of this Ordinance.

Section 4. Three (3) regular (non ex-officio) members of the Committee shall constitute a quorum for the conduct of business. The members of the Committee shall regularly attend meetings and shall serve without compensation except for reimbursement of authorized expenses attendant to the performance of their duties.

Following the initial organization meeting, the Committee shall hold an organizational meeting in August of each year and shall elect a Chairman and Vice-Chairman from among its members before proceeding to any other matter of business. The Committee shall meet regularly and shall designate the time and place of its meetings.

The Committee shall adopt its own rules and procedure and keep a record of its proceedings in accordance with the provisions of this Ordinance and the Charter of the Town of Little Elm. Newly appointed members shall be installed at the first meeting after their appointment.

Each month a report shall be submitted to the Town Council showing the cumulative attendance of each member with notation of members who have been absent from three (3) consecutive meetings.

Section 5. The Committee shall recommend policies related to litter prevention, beautification and community improvement, and the minimization of solid waste, to the Town Council so all Town activities might follow a common purpose. The committee shall have the following responsibilities.

1. Develop and recommend to the Town Council Town-wide refuse and environmental policy plan(s);
2. Evaluate Town actions in light of that policy
3. Determine and recommend to the Town Council management and program priorities on a Town-wide basis;
4. Recommend enforcement and additional program alternatives;

5. Monitor Town performance from data collected and examined under the Keep America Beautiful, Inc. Affiliate System guidelines and make an annual report to the Town Council; and
6. Carry out such other tasks as the Town Council may designate.

To accomplish these responsibilities the Committee may establish sub-committees such as, but not limited to, the areas of Business and Industry, Communications, Education, Beautification, Finance/Fundraising, and Cleanup.

A Committee member will chair each sub-committee with an unspecified number of community volunteers chosen by the Committee as working sub-committee members.

Section 6. The Town of Little Elm within the budgetary appropriation process shall furnish that office space, supplies, telephone, postage and secretarial support for the Executive Director. The Town of Little Elm within Council-imposed budgetary restraints shall also supply additional funds for Committee activities involving travel or training for the Executive Director.

Section 7. Severability Provision. The sections, paragraphs, sentences, phrases, clauses and words of this ordinance are severable, and if any section, paragraph, sentence, phase, clause or word in this ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the Town Council hereby declares that it would have passed such remaining portions of this ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 8. Repeal of conflicting ordinances. All ordinances or parts of ordinances in force when the provisions of this ordinance become effective, which are inconsistent or in conflict with the terms or provisions contained in this ordinance, are hereby repealed to the extent of any such conflict.

Section 9. Effective Date. This ordinance shall take effect immediately upon its adoption and publication of this caption of this ordinance in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas this the 21st day of August, 2007.

Frank Kastner, Mayor

ATTEST:

Kathy Phillips, Town Secretary

Date:	10/18/2022
Agenda Item #:	6. C.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1689 Regarding a Request to Rezone Approximately 4.159 Acres of Land, Currently Zoned as Lakefront District (LF), in Order to Establish a New Planned Development District Based on Lakefront (LF) District, to Capture Existing Development, and Allow New Commercial and Residential Development with Modified Uses and Development Standards as well as Expand the Existing Daycare Facility.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1689:

DESCRIPTION:

Location.
Located at 550 East Eldorado Parkway, approximately 500 feet southwest of the Hillside Dr. and Eldorado Parkway intersection, within Little Elm's Town limits.

Background. Subject property consists of one lot, currently containing an existing indoor commercial amusement building, an existing daycare facility, and undeveloped land. The property is zoned as the Lakefront District. The existing commercial building, Building A, was developed under the Light Commercial (LC) District requirements, current zoning at that time, which did not require the building to be located within 15 feet from the right-of-way. The daycare facility was developed through a detailed Specific Use Permit (SUP), Ordinance No. 1462. However, the site and both buildings were ultimately developed with additional nonconforming standards.

The applicant, Matt Shekari with TOPTEL LLC, also the property owner and developer, has gone through several different requests and processes over the last six years. In 2017, the applicant received a waiver approval for a similar project, with a different concept and site plan; however, without Ary Corps of Engineers approval, the applicant was unable to obtain a building permit within the allotted two-year period, resulting in lase of approval and expiration of the waiver in

2019.

Once the applicant received approval from the Army Corps of Engineers in 2020, a Planned Development (PD) request for a mixed-use condo project was submitted, while the indoor commercial amusement building was still undergoing construction. The PD request was ultimately withdrawn by the applicant, at the direction of Town Council, in an effort to allow the applicant to resolve any outstanding issues and fully meet all requirements of the building permit process for the indoor commercial amusement, and in general complete that project prior to undertaking another development project.

Since that time, the applicant has also decided to expand the existing daycare facility and provide additional improvements on that portion of the site. Given the intricacies of the original daycare SUP, existing non-conformities of the site and the existing buildings' nonconformance with the current LF zoning, as well as the applicant's intent to move forward with the mixed-use condo development which would require certain waivers and agreements, it was determined that the best approach to cohesively incorporate everything happening on this site was to request a new PD.

Staff have worked with the applicant since March 2022 on the new PD request, in order to bring the proposal as close to meeting as many requirements of the Zoning Ordinance as possible and to ensure a quality development. However, there are still several outstanding items and a lengthy list of requests that Staff believes need to be addressed prior to determination by the Administration.

That being said, at this time, the applicant has voiced concerns over the extensive review process and has requested to move forward and present his proposal to the Administration. The applicant is requesting a new PD for the entire subject property, based on the Lakefront Zoning District requirements with modified development standards.

This property is unique in that the existing site improvements and existing buildings, Building A and B, were constructed under the Light Commercial (LC) requirements. In addition to capturing the existing non-conformities of the site and the existing buildings, the applicant is also requesting relief from several of the sections of the Lakefront District for the proposed mixed-use condo development. Staff believes given the context of this request, it is appropriate for the applicant to bring the site, in its entirety, as much into compliance with the current regulations as feasible.

It should also be noted that earlier this year, the applicant removed a large number of tree caliper inches from the property and has been working with the Town since January 2022 in an effort to mitigate the tree removal. This effort is still underway and the mitigation requirement is not yet met. As a result, Staff will recommend that any determination on this PD request, be subject to the applicant meeting tree mitigation requirements.

Proposal.
The proposed PD consists of three separate commercial lots, Lot 1R containing Building C, Lot 3 containing Building A, and Lot 4 containing Building B.

Lot 1R contains the proposed new 32,769 square foot mixed-use, owner-occupied condo development, Building C. The three-story building will house 3,300 square feet of retail space, residential lobby, condo garages, and one residential unit at-grade, with an additional 16 residential condo units on the two floors above. The development plans also show proposed site improvements in the form of green open space with gazebo, playground equipment, benches, trails connecting to the existing public trail, and a dog park. The proposed building and site improvements provide a continuation of the existing Building A, also known as Snowy Fun. While the proposed

development complies with most of the requirements of the LF district, as part of this PD request, the applicant requests a list of waivers to the development standards in order to fit the building on site and make the development financially feasible.

Lot 3 contains the existing Building A, a 9,820 square foot, one-story, indoor commercial amusement currently operating as Snowy Fun. While the site and building were developed under the LC district, not all the requirements were met at the time of construction.

Lot 4 contains the existing 4,823 square foot Building B, a one-story daycare facility. The applicant is proposing to expand Building B by 1,247, bringing the building to a total of 6,070 square feet, and provide site improvements in the form of an expanded drop-off area and play area with new commercial grade, covered, playground equipment.

Through the submitted development plans, and as part of the required tree mitigation efforts, the applicant is proposing to bring the majority of Lot 3 and Lot 4 into compliance with the current landscape standards. However, where improvements are more costly and/or not as easily achievable, such as existing building construction, setback, and parking, the applicant is requesting to capture the non-conformities as permitted through the new PD.

The applicant is proposing to meet all of the requirements outlined within the Lakefront (LF) District, with the following deviations:

- General District Standards.
    - Block Face Requirements
    - Residential at-grade frontage does not provide sufficient landscaping
- Building Standards:
    - Exterior Façade Materials, allowing increased stucco
    - Windows and glazing, allowing lesser glazing percentages
    - Residential at-grade: no primary entry from the sidewalk and a solid stone patio fence
    - Nonresidential at-grade: ceiling heights below required minimum and no awning or canopy across storefront
- Parking Requirements
    - single-purpose reserved parking
    - 9 feet by 20 feet parking spaces
    - no electrical vehicle infrastructure provided
    - insufficient bicycle rack capacity and location
- Landscape Requirements
    - foundation planting requirements to be met through provision of outdoor amenities
    - weeping willows requested as allowed plant material
    - ground mechanical equipment for Lot 3 not screened
    - parking lot landscape islands not provided every 8 spaces at minimum
    - shared dumpsters between Lot 1R and Lot 3
    - dumpster enclosure screening and wall height

The purpose of the Lakefront District is to establish a pedestrian-oriented lakefront to serve as the civic and cultural center of the Town. The following section will list all the divisions of the Lakefront District, specifically outlining how the proposed development deviates from the current standards.

Lakefront District Development Standards.

General District Standards.

Building and Land Use. It is intended that allowed uses will encourage pedestrian-oriented mixed-use projects that are well integrated with retail and residential activities. *The proposed new condo development and existing uses comply with the intent.*

Block Face. It is intended that building walls should be continuous along block faces to create a strong edge to the street and contribute to creating an attractive and active pedestrian environment, with allowance for some limited variation and opportunities for outside dining, pocket parks and special building entry features. Buildings should also be constructed close to the street to provide a sense of enclosure. While most of the requirements of this section are met by both the existing and proposed new development, one of the requirements states that block face shall be located within 15 feet of the right-of-way, with an allowance for 80% maximum variation. The existing commercial amusement Building A was developed under the Light Commercial (LC) District standards and does not meet this requirement. ***The applicant is requesting to capture the existing Building A and proposed Building C street setback at varying depths as proposed on the Site Plan.*** *Relocating existing Building A is not a reasonable expectation, therefore S*taff is generally supportive of this request in order to provide consistency with the existing building frontage.

Streets. It is the intent that public and private streets and accessways provide a framework that will facilitate the movement of pedestrians and autos in an attractive environment, and provide for incremental long-term revitalization and redevelopment of parcels to meet changing market sector needs. *The development plans comply with the requirements of this section.*

Streetscape and landscape. It is the intent to both encourage and require streetscape and landscaping that reinforces the lakefront character and creates comfortable pedestrian environments and lower summer ambient temperature by shading sidewalks, parking areas and drive lanes. While most of the requirements of this section are met by both the existing and proposed new development, one of the requirements of this section specifically addresses residential at-grade frontages. A minimum of 5 feet of landscaping is required between the edge of sidewalk and the primary building façade. ***The applicant is requesting to capture the proposed Building C as shown on the site plan, without the required landscaping.*** Staff believes the requirement to provide at least 5 feet of landscaping between the sidewalk and the residential at-grade frontage is important in order to meet the intent of the LF District and there is opportunity to utilize the proposed patio space to meet this requirement.

Buildings.
Intent. It is intended that commercial spaces are designed and constructed in a manner that allows flexibility to accommodate a range of uses over time in order to avoid the need to demolish and rebuild for successive uses. Buildings should directly contribute to the attractiveness, safety and function of the street and public areas. Buildings that accommodate retail at-grade should feature the retail activity over the building's architecture. Buildings should be constructed in a manner, and with materials, that are highly durable and will continue to endure and be attractive over a long time, especially adjacent to public and pedestrian areas.

General building configuration. *The proposed new condo development and existing uses comply with the intent of this section.*

Building Standards. This section addresses various components such as building form,

architectural features, exterior façade materials, colors, and specific treatment of residential, and nonresidential uses at-grade. While the proposed PD complies with most of these requirements, several items do not.

For architectural features, the requirements that are not being met are as follow: Each building and separate lease space at-grade along the street edge shall have a functioning primary entry from the sidewalk, inset from the front building plane by at least three feet. *Building A does not currently meet these requirements and will be captured as part of this PD.* ***The applicant is requesting to waive this requirement and not provide an inset for the entries to Building C.***

For exterior materials, the requirements that are not being met are as follow: Primary facades, those exterior walls that are clearly visible from the street, excluding windows, doors, and other openings, shall be constructed of at least 80 percent group A materials, brick or stone, and up to 20 percent group B materials, stucco. *The Buildings A and B comply with this requirement.* ***No elevations were provided for the expansion of Building B, therefore it is unclear what design or materials are being proposed. The applicant is requesting to increase group B material allowance for proposed Building C to 24% on the North elevation, 22% on the West elevation, and 31% on the East elevation.***

For residential at-grade, the requirements that are not being met are as follow: All buildings which have residential unit floor plates within six feet of grade shall include a primary front door entrance into the unit which may be accessed from the sidewalk. The entry shall be located a minimum of two feet above the sidewalk elevation and include a minimum 24 square foot stoop. Balcony and patio railings and fences shall be largely transparent. ***The applicant is requesting to waive these requirements and not provide a primary front door from the sidewalk for the at-grade residential unit and a solid stone patio wall on the front of Building C.***

For nonresidential at-grade, the requirements that are not being met are as follow:
Have a minimum clear height of 16 feet between finished floor and the bottom of the structure above. Have an awning or canopy which extends at least six feet over the sidewalk for at least 75 percent of the frontage on any portion of the primary façade. *Building A meets these requirements. Building B does not meet these requirements and will be captured as part of this PD.* ***For Building C the applicant is requesting to waive this requirement and provide just below 14 feet between finished floors, without an awning for the retail space.***

In general, Staff does not believe the submitted façade plans for proposed Building C offer the unique or interesting architectural features or elements that would directly contribute to the attractiveness of the street and enhance the pedestrian environment as intended by this section. Staff believes there is opportunity to enhance the proposed Building C design and material quality, improve the garage door design due to visibility off the street, provide 16-foot high ceilings at-grade for, provide an awning across the retail space frontage, inset the entries as required, and construct the residential unit at-grade in a way that activates the frontage of this building, instead of blocking it off by a stone wall.

In addition, Staff does not believe that the proposed first floor configuration of the retail space would be conducive to the highest and best uses. The layout provides minimal storefront space, with just one entry door, while the majority of the retail area is in the back, internal to the building, without any additional windows or visibility. Staff believes that the best layout for the ground-floor would be achieved by making the majority of the floor and storefront as retail space, pushing any lobby, office, or amenity space, more internally, toward the back.

Parking and Accessibility.
The intent of this section is to support the creation of shared, convenient and efficient parking in order to create an active and vibrant mixed-use environment and enable visitors to access the different offerings within the LF District in a pedestrian and bicycle-friendly environment. The intent of this section specifically discourages against designating and reserving parking spaces for specific single-purposes. ***The submitted development plans show all parking spaces being reserved for specific tenants or uses, which does not align with the intent of this section.***

Vehicle Parking. While the proposed development plans comply with most of the requirements of this section, one of the standards states that all off-street surface parking shall be located at least 15 feet behind the front facade of the building which faces on a street or public open space. *Building A does not currently meet this requirement*, *and will be captured as part of this PD. For Building C the applicant is requesting to waive this requirement and provide* parking along the street in order to provide continuity with the existing Building A frontage. Staff is generally supportive of this request. ***While the proposed development plans show all three sites as providing a sufficient number of parking spaces overall, as mentioned above, reserving spaces for specific uses does not align with the shared parking across property lines within the LF District.*** Staff believes all parking spaces, aside from those specifically required for the residential component, should be unassigned.

Bicycle Parking. The LF District requires bicycle racks to be provided, located within 50 feet of an entrance to the building. Currently, no bicycle racks are provided on site. Proposed Building C site plan provides a bicycle rack, however it does not appear to be able to accommodate 10 bicycles for the overall required parking spaces for all three lots, nor are these racks located within 50 feet of a building entrance. ***The applicant is requesting to modify and waive these requirements.*** Given the uses on this site, Staff is generally supportive of the request to provide 8 bicycle racks instead of 10, however, Staff believes it is important to locate these racks in a clearly visible location, closer to a building entrance.

In general, as a commercial property, the existing and proposed developments are required to provide parking spaces at 10 feet by 20 feet and provide 5 designated parking spaces with electrical vehicle infrastructure. Currently, all parking spaces are provided at 9 feet by 20 feet, which was the standard at the time of development. *The applicant is requesting to provide 9 feet by 20 feet parking spaces with Building C in order to maintain consistency throughout the sites.* ***The applicant is requesting a waiver for the required electrical vehicle infrastructure.*** While Staff is generally supportive of the request to maintain the parking space sizing for consistency, Staff believes there is a need for all new developments to provide electrical vehicle infrastructure accommodation.

Lighting and Mechanical. While not directly indicated on the development plans, the applicant does not request any specific waivers from this section of the LF District. Language will be added to the PD Narrative indicating this section will be fully met. Compliance will be confirmed at the time of the site development review process, prior to obtaining a construction permit.

Landscape.
Landscaping within the LF District shall comply with the provisions in this section, the town's list of approved plant materials, and the standards contained within Article VI of the Town's general Zoning Ordinance. While the existing site and proposed development plans mostly comply with the requirements of this section, there are several items that are out of compliance, as listed below:

Foundation Planting. Foundation plantings or sidewalk tree gates are required for buildings or groups of contiguous buildings that are 5,000 square feet or larger. One large canopy tree 4 inch minimum caliper, shall be required for every one thousand square feet of gross building area. These trees shall be located within 20 feet of the face of the building. These plantings are intended to provide pedestrian areas while breaking up the large areas of impervious surface.*Existing Building A does not currently meet this requirement, and will be captured as part of this PD.* Existing Building B would not have been required to comply due to building size at the time of construction, but given the new expansion, Building B would now have to provide foundation planting. ***The applicant is requesting to meet the foundation planting requirements through provision of outdoor amenities, in the form of a gazebo, a covered playground, a dog park, trail connection, and benches.*** While staff is generally supportive of this request, the proposed benches need to be increased in number and located more appropriately, within the dog park area, by the playground, and along the trails and open spaces. Staff also believes it is appropriate for the applicant to provide samples of the type of furnishing, playground equipment, playground shade cover, and any other outdoor amenity in order to ensure quality product is memorialized as part of this PD.

Approved Plant List. The Town provides a list of approved plant species in an effort to ensure survivability of all new plantings in this particular region, as well as avoid any invasive species. Weeping Willows are not currently on the approved plant list. ***The applicant is requesting to utilize weeping willows within the open space for Building C.*** While Staff is generally supportive of this tree species within the context of this development, the landscape plans need to be updated to show the weeping willows within the legend.

Mechanical Equipment. All mechanical equipment shall be screened on all sides from public view at a point six feet above ground level at the property line. For ground-mounted equipment a solid evergreen hedge of sufficient height and density to screen equipment within 18 months of planting may be used if properly irrigated and maintained. ***Building A does not currently meet this requirement and the applicant is requesting to waive the ground mechanical equipment screening requirement.*** Staff believes that given the proposed site improvements for the entire subject property, there is opportunity to provide proper screening for the ground-mounted mechanical equipment.

Parking Lot Landscaping. One of the requirements of this section states that parking lots shall not exceed 8 spaces in a row without being interrupted by a landscaped island

(9-foot minimum). ***All three lots do not comply with this requirement and the applicant is requesting a waiver for all three lots.*** Staff believes that given the proposed site improvements for the subject property in its entirety, there is opportunity to provide a landscape island every 8 spaces with the required tree planting.

Dumpster Requirements. All new commercial lots are required to provide a double dumpster enclosure in order to accommodate a trash dumpster and recycling container. Trash dumpsters, recycling containers and other waste receptacles shall be screened with a clay-fired brick or stone wall of a color that is consistent with the color of the primary building, minimum 8-foot in height. Screening enclosures shall be visually and aesthetically compatible with the overall project. Currently Building A and Building B, share one single trash dumpster. The proposed development plans show a total of 3 double dumpster enclosures to be provided, however two of the enclosure are located on Lot 1R (Building C). ***The applicant is requesting a waiver to this requirement and an allowance to provide a shared dumpster agreement between Lot 3 and Lot 1R. The applicant is also requesting waiver to dumpster enclosure screening and wall height.*** While Staff is generally supportive of a shared dumpster agreement between the two lots, there is a need to include a drafted agreement within the PD documents in order to avoid any issues in the future. However, Staff believes that all screening must be met and all dumpster enclosure walls must be 8 feet in height.

Sign Standards. While not directly indicated on the development plans, the applicant does not request any specific waivers from this section of the LF District. Language will be added to the PD Narrative indicating this section will be fully met. Compliance will be confirmed at the time of sign permit review process, prior to obtaining any sign permits. Given the multiple lots and tenants, the overall development will be required to comply with the Town's current sign master plan requirements.

Fire. The fire department has reviewed and generally approved the proposed development plans for the purposes of the zoning request. This is not an approval of the plans for actual construction.

Comprehensive Plan. The future land use of this area is identified as Lakefront District. The proposed uses and development concepts would not significantly conflict with the overall vision for this area.

Recommendation to the Commission.
While the proposed development falls within the vision for future land use in this area, the property owner is requesting a significant number of deviations from the Town's development standards with the justification that the limited buildable area and height restriction on this property present challenges to developing the site to fully comply with all of the requirements and still be financially feasible.

Development standards exist in order to ensure quality and longevity of development. Developments built right now will ultimately guide the interest, quality, and value of future development in the area. Without a true downtown area, the Lakefront District serves as the Town's cultural, civic, and entertainment center, while also striving to provide a mix of appropriate housing opportunities within the context of these visions. For this reason, development that takes place within the Lakefront District is always reviewed more closely and held to a higher standard, as witnessed through the Lakefront District. Therefore, Staff's goal is to consistently encourage all developers to provide the highest and best uses, the most unique architecturally attractive design,

and overall high-quality development that would continue to activate the corridor and encourage future high-quality development.

The subject property has gone through several different requests and processes over the last six years, with the most recent PD request for the mixed-use condo Building C submitted back in 2020. At that time, Staff and Council had several concerns and while the request was subsequently withdrawn, a Development Agreement was drafted, although also withdrawn, in an effort to capture some of the outstanding items. For the most part, the overall design and layout of the proposed Building C, mixed-use condo development, has not changed since initial submittal in 2020. In the meantime, the Town, and this corridor especially, has experience tremendous growth over the last few years, and Staff believes that there is a need to continuously improve and enhance development design based on current times, market trends, and overall locational context. Staff believes that the proposed building and site design could be significantly improved from what was initially proposed over 6 years ago, in an effort to better align with current visions and new area development.

While this property poses some limitations due to flood plain constraints, there is still certain flexibility in site design when such development occurs on mostly greenfield sites. Staff also has concerns given some of the challenges that had to be overcome while working with the applicant, as the property owner and developer, of the existing two buildings on the subject property. As a result, there is a significant list of considerations Staff believes must be addressed if the applicant is wanting to move forward with the proposed development.

That being said, if all of the considerations are addressed and proper commitments made, Staff would be amenable to working through some of the more minor waiver requests as a trade-off for an otherwise enhanced site, landscape, and building design, with high quality, unique building aesthetic, and a development that could encourage continued exceptional development of the Lakefront District. *At this time however, there is a significant list of outstanding considerations and Staff is not comfortable supporting the request even conditionally.*

Staff believes that the following items are important in order to ensure the proposed development is properly executed and fits into the long-term vision for this area.

PD Narrative
Every PD request in the Town is required to provide a PD Narrative that outlines exactly what is being proposed, what development standards are being followed, how the development varies from the base zoning or typical requirements of the Town, and include all the relevant exhibits that capture the concept and the aesthetic of the proposal. Everything is essentially wrapped in a neat and straight forward package. A sufficient PD Narrative has not been provided. Staff believes that if the Commission considers supporting this PD request, that a sufficient PD Narrative be required prior to Council.

Previous Development Agreement
Staff believes that the conditions of the previously drafted but withdrawn Development Agreement from 2021 are still valid, and could serve as safeguards for the Town with regard to ensuring quality development, inside and out. Staff believes that a new Development Agreement should be drafted and the following conditions carried over:

- All development plans and associated renderings and documents to be captured as part of the DA

- Shared access and use agreement for the dumpsters on Lot 1R.

- Formation of a Condominium Association.
- Minimum ceiling heights for second and third floor to be at minimum 10 feet.
- Signage that reference Condominiums.
- Accessory Structures – proposed accessory structures within this District shall be reviewed at the discretion of the Development Services Director. Appeals to the Director's decision shall go before the Planning & Zoning Commission, appeals to the Commission's decision shall go before Town Council for final consideration.
- Future Building & Construction Permits –
    - Interior layouts and finishes associated with the PD as previously provided, showing stainless steel appliances, granite counter tops, and specific style and brand lighting and plumbing fixtures and hardware, to be captured as the proposed brand and quality or higher.
- Future construction and building permit applications are subject to meeting relative International Codes and Engineering Design Standards, as amended.
- Potential changes to plans may also be subject to additional review and approval by USACE and/or TXDOT.

Development Plans Clean Up

In general, there are still some discrepancies and typos within the plans in terms of consistency, labeling, and accuracy of the Site Data Table. All plan pages need to be cleaned up and relay the same consistent message.

District Standards

Streetscape and Landscape for Residential At-Grade.

Staff believes the requirement to provide at least 5 feet of landscaping between the sidewalk and the residential at-grade frontage is important in order to meet the intent of the LF District and there is opportunity to utilize the proposed patio to meet this requirement.

Buildings.

In general, Staff does not believe the submitted façade plans for proposed Building C offer the unique or interesting architectural features or elements that would directly contribute to the attractiveness of the street and enhance the pedestrian environment as intended by this section. Staff believes there is opportunity to enhance the proposed Building C design and material quality, improve the garage door design due to visibility off the street, provide 16-foot high ceilings at-grade, provide an awning across the retail space frontage, inset the entries as required, and construct the residential unit at-grade in a way that activates the frontage of this building, instead of blocking it off by a stone wall. That being said, Staff believes the proposed ground-floor layout should be revised to increase the retail space and move it along the majority of the building frontage.

Staff also recommends that, if no elevations are to be provided with the request, language should be included within the PD Narrative to ensure that the expansion of the daycare facility not only follows the design standards within the LF District but also matches the existing building.

Parking and Accessibility.

While the proposed development plans show all three sites as providing a sufficient number of parking spaces overall, as mentioned above, reserving spaces for specific

uses does not align with the shared parking across property lines within the LF District. Staff believes all parking spaces, aside from those specifically required for the residential component, should be unassigned. Staff also believes the applicant should provide the required 5 spaces with electrical vehicle charging station infrastructure.

This requirement does not take up room on the site as it utilizes existing parking spaces, and does not require the property owner to actually provide the charging stations, just provide the infrastructure necessary to install these stations in the future. This item is important because it promotes sustainability and encourages new developments to more into the future of the growing demand for innovative vehicle options.

Landscaping.
While staff is generally supportive of the request to meet the foundation planting requirement through the provision of outdoor amenities, the proposed benches need to be increased in number and located more appropriately, within the dog park area, by the playground, and along the trails and open spaces. Staff also believes it is appropriate for the applicant to provide samples of the type of furnishing, playground equipment, playground shade cover, and any other outdoor amenity in order to ensure quality product.

While Staff is generally supportive of weeping willow to be allowed within the context of this development, the landscape plans need to be updated to show the weeping willows within the legend.

Staff believes that given the proposed site improvements for the entire subject property, there is opportunity to provide proper screening for the ground-mounted mechanical equipment.

Staff believes that given the proposed site improvements for the subject property in its entirety, there is opportunity to provide a landscape island every 8 spaces with the required tree planting.

While Staff is generally supportive of a shared dumpster agreement between the two lots, there is a need to include a drafted agreement for the shared access and use of the dumpster within the PD documents, as mentioned in the previous DA, in order to avoid any issues in the future. However, Staff believes that all screening must be fully met and all dumpster enclosure walls must be 8 feet in height.

Residential Amenities.
Staff believes that in order to ensure the longevity of the residential units, as well as to provide the best quality of life standards for future residents, the proposed Building C mixed-use condo development should provide appropriate indoor amenities, such as a gym, an event space, a shared office space, and/or a rooftop deck, garden, or pool. There is opportunity to reconfigure the ground-floor to improve the retail space and provide residential amenities.

Tree Mitigation
Prior to obtaining approval of the requested PD, the applicant must fully address the outstanding tree mitigation requirements.It is important to note that the tree mitigation is a standalone item that, in an effort to help the applicant, has been rolled into this PD to meet the required landscaping for the development. However, without the PD, the tree mitigation

must still be fully met in order for the applicant to be able to obtain any building permits on the existing or the proposed building, if approved.

As presented, Staff does not support the request at this time but is willing to continue working with the applicant in an effort to improve the request. Staff recommended that if the Planning and Zoning Commission considered support of this item, the proposal would be amended in order to accommodate the above items before proceeding to Town Council. Staff recommended that the Planning and Zoning Commission review and evaluate this request based on the impact and suitability of the proposed development within the context of the existing area, current development, and the significance of the development standards from which the applicant is requesting to vary, as well as how the proposed development would benefit the Town and the Lakefront District overall.

Commission Findings.
At their regular meeting on October 6, 2022, the Planning and Zoning Commission discussed the standards from which the applicant has requested to vary and the outstanding items required for the existing development. The Commission made a recommendation to **deny** the request based on there being too many outstanding items that still need to be addressed, with five in favor and against.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

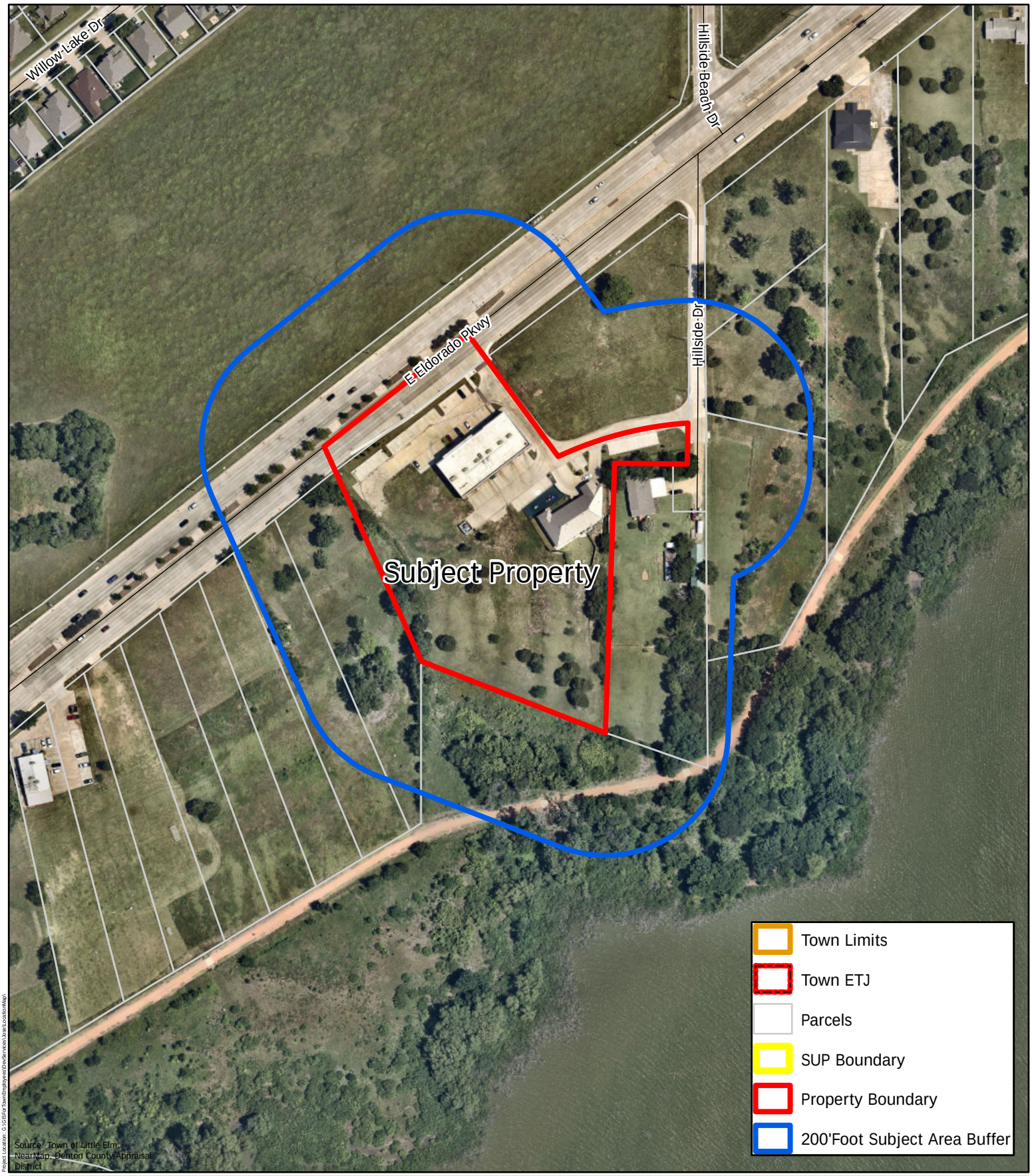
Planning and Zoning Commission recommends denial of the request as proposed.

Please note that the attached Ordinance has blank pages and missing documents due to the outstanding items for this request.

Attachments

Location Map

Ordinance No. 1689

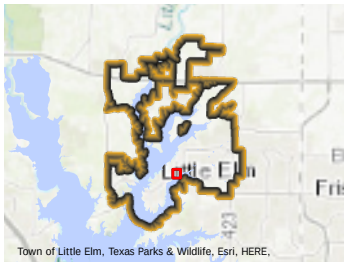


Project Location: G:\GIS\for Town Employees\Dev Services\Jose\Location\Map1

LITTLE ELM

PD:22-1632
Lakeshore Plaza

0 0.02 0.04 0.08 Miles



Town of Little Elm
Denton County, Tx
Date: 9/12/2022

This product is to be used for graphical representation only. The accuracy is not to be taken/used as data produced for engineering purposes or by a Registered Professional Land Surveyor for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed. Town of Little Elm and its members assume no responsibility for the accuracy of said data.

TOWN OF LITTLE ELM

ORDINANCE NO. 1689

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING FROM LAKEFRONT DISTRICT, TO A NEW PLANNED DEVELOPMENT – LAKEFRONT (PD-LF) DISTRICT IN ORDER TO CAPTURE EXISTING DEVELOPMENT AND ALLOW A NEW MIXED-USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT WITH MODIFIED USES AND DEVELOPMENT STANDARDS ON 4.159 ACRES OF LAND GENERALLY LOCATED AT 550 EAST ELDORADO PARKWAY; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Little Elm ("Town") is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Charter adopted on May 1, 2001; and

WHEREAS, the Town possesses all the rights, powers, and authorities possessed by all home rule municipalities, including the authority to regulate land uses under Chapter 211 of the Texas Local Government Code; and

WHEREAS, a request for Planned Development-Lakefront (PD-LF) with modified uses and development standards on approximately 4.159 acres of land, more specifically described in the exhibits, attached hereto; and

WHEREAS, this zoning change is in accordance with the most current adopted Comprehensive Plan of the Town of Little Elm; and

WHEREAS, the Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested zoning change described herein; and

WHEREAS, at its regular meeting held on October 6, 2022 the Planning & Zoning Commission considered and made recommendations on a request for Planned

Development-Lakefront (PD-LF), Case No. PD-22-01632); and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the request is in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

SECTION 1. INCORPORATION OF PREMISES. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by issuing Planned Development-Lakefront (PD-LF) with modified uses and development standards in order capture existing development and allow new commercial and residential development with modified uses and development standards as well as expand the existing daycare facility, the same generally located at 550 East Eldorado Parkway, within Little Elm Town limits, approximately 4.159 acres of land more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The permitted uses and standards shall be in accordance with the Lakefront (LF) District, unless otherwise specified herein:

a) The Zoning and Land Use Regulations, and all conditions set forth in **Exhibit B** attached hereto and made a part hereof for all purposes shall be adhered to in their entirety for the purposes of this Planned Development-Lakefront (PD-LF). In the event of conflict between the provisions of **Exhibit B** and provisions of any other exhibit, the provisions of **Exhibit B** control.

SECTION 4. PLANNED DEVELOPMENT MASTER PLAN The Concept Plan Exhibit and related plans, images, and documents approved and described as **Exhibit C** attached hereto and made a part hereof are approved. The subject property shall be improved in accordance with the plans set forth in **Exhibit C**.

a) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then

the Planned Development Master Plan shall expire. If the Planned Development Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two year expiration shall be granted if a development application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.

b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council.

c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

SECTION 5. SAVINGS. This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are indirect conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 5. ZONING MAP. The official zoning map of the Town shall be amended to reflect the changes in zoning made by this ordinance.

SECTION 6. PENALTY. Any person, firm, or corporation violating any of the provision of this ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars ($2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 7. SEVERABILITY. The sections, paragraphs, sentences , phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

SECTION 8. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of that conflict.

SECTION 9. EFFECTIVE DATE. That this Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 18th day of October, 2022.

Town of Little Elm, Texas

_____

Curtis Cornelious, Mayor

ATTEST:

_____

Caitlan Biggs, Town Secretary

Exhibit A

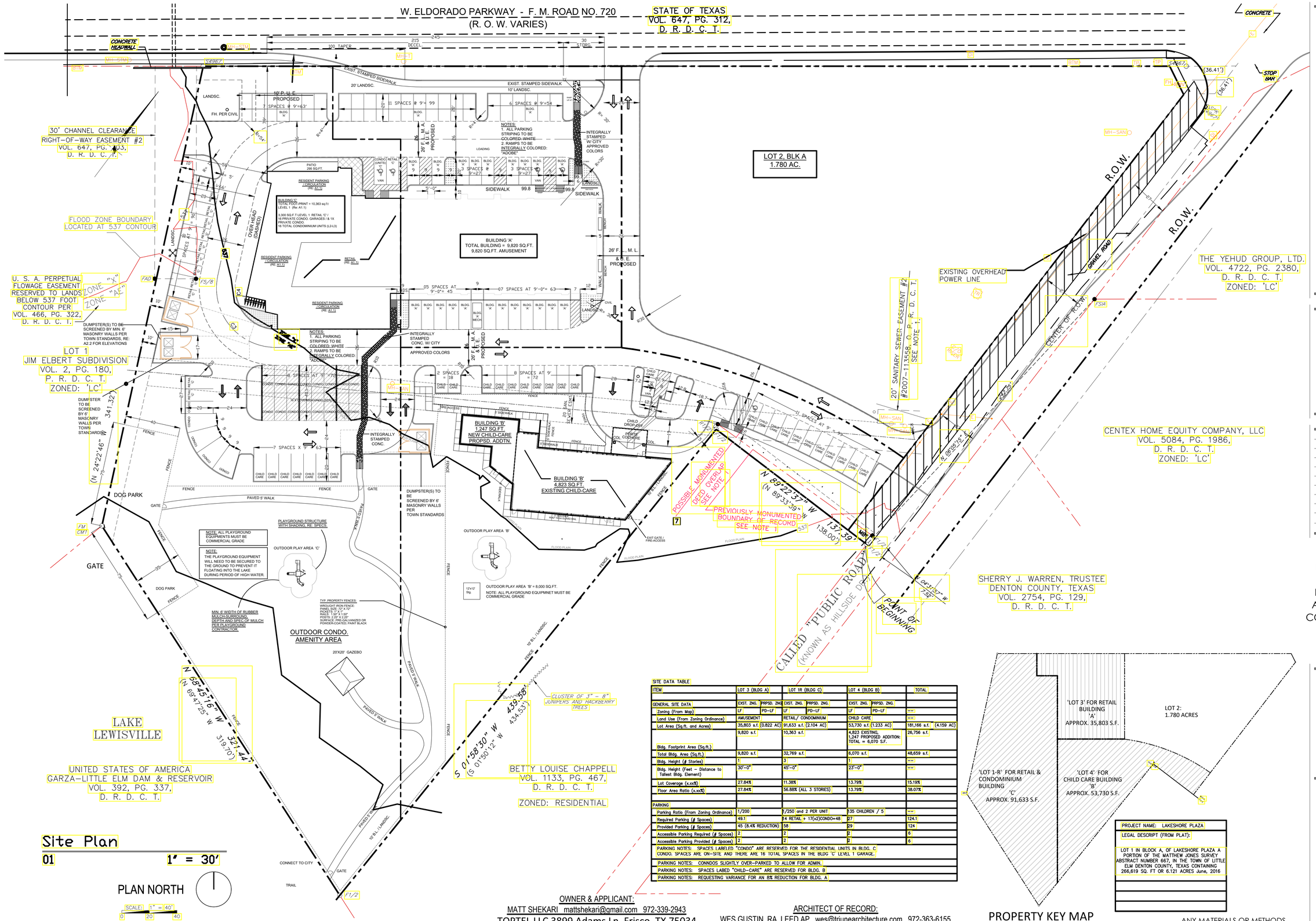
Metes and Bounds

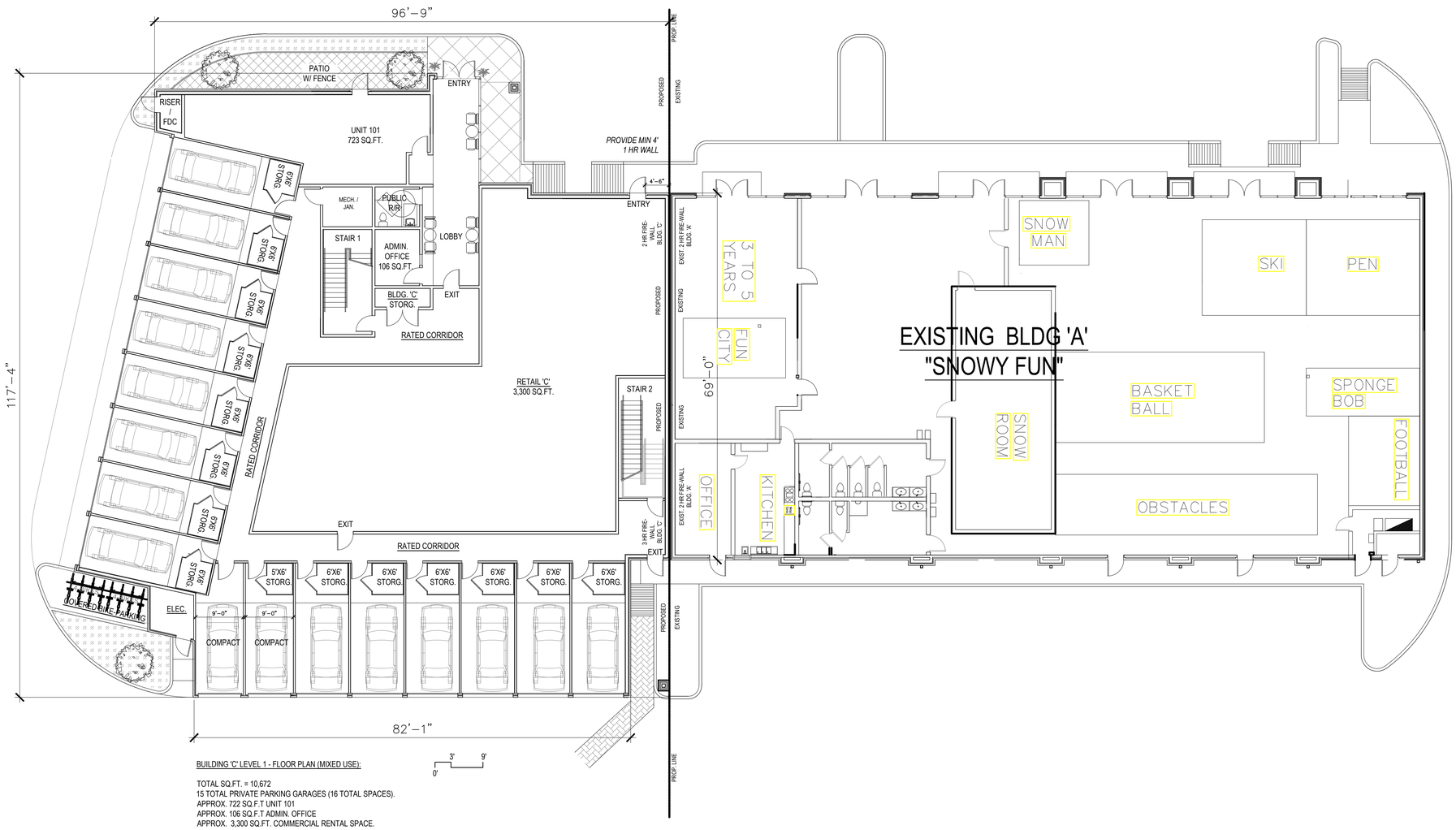
Exhibit B

PD Standards

Exhibit C

Development Plans


W. ELDORADO PARKWAY - F. M. ROAD NO. 720
(R. O. W. VARIES)
STATE OF TEXAS
VOL. 647, PG. 312,
D. R. D. C. T.
CONCRETE HEADWALL
30' CHANNEL CLEARANCE
RIGHT-OF-WAY EASEMENT #2
VOL. 647, PG. 303,
D. R. D. C. T.
FLOOD ZONE BOUNDARY
LOCATED AT 537 CONTOUR
U. S. A. PERPETUAL
FLOWAGE EASEMENT
RESERVED TO LANDS
BELOW 537 FOOT
CONTOUR PER
VOL. 466, PG. 322,
D. R. D. C. T.
ZONE "X"
ZONE "AE"
LOT 1
JIM ELBERT SUBDIVISION
VOL. 2, PG. 180,
P. R. D. C. T.
ZONED: 'LC'
LOT 2, BLK A
1.780 AC.
BUILDING 'A'
TOTAL BUILDING = 9,820 SQ.FT.
9,820 SQ.FT. AMUSEMENT
BUILDING 'B'
1,247 SQ.FT.
NEW CHILD-CARE
PROPSD. ADDTN.
BUILDING 'B'
4,823 SQ.FT.
EXISTING CHILD-CARE
DOG PARK
OUTDOOR CONDO.
AMENITY AREA
LAKE
LEWISVILLE
UNITED STATES OF AMERICA
GARZA-LITTLE ELM DAM & RESERVOIR
VOL. 392, PG. 337,
D. R. D. C. T.
BETTY LOUISE CHAPPELL
VOL. 1133, PG. 467,
D. R. D. C. T.
ZONED: RESIDENTIAL
THE YEHUD GROUP, LTD.
VOL. 4722, PG. 2380,
D. R. D. C. T.
ZONED: 'LC'
CENTEX HOME EQUITY COMPANY, LLC
VOL. 5084, PG. 1986,
D. R. D. C. T.
ZONED: 'LC'
SHERRY J. WARREN, TRUSTEE
DENTON COUNTY, TEXAS
VOL. 2754, PG. 129,
D. R. D. C. T.
CALLED "PUBLIC ROAD"
(KNOWN AS HILLSIDE DR.)
POINT OF BEGINNING
R.O.W.
GRAVEL ROAD
EXISTING OVERHEAD POWER LINE
20' SANITARY SEWER EASEMENT #2
#2007-113558, O. P. R. D. C. T.
SEE NOTE 1
POSSIBLE MONUMENTED DEED OVERLAP SEE NOTE 1
PREVIOUSLY MONUMENTED BOUNDARY OF RECORD SEE NOTE 1
N 89°22'37" W
(N 89°33'39" W)
137.39
(138.00')
N 04°37'07" W
7.53'
S 01°58'30" W
(S 01°50'12" W)
433.58'
434.53')
N 58°43'16" W
(N 69°47'25" W)
321.44'
319.70')
N 24°22'46"
(N 24°22'46")
341.32'
CLUSTER OF 3" - 8" JUNIPERS AND HACKBERRY TREES
OUTDOOR PLAY AREA 'A'
OUTDOOR PLAY AREA 'B'
OUTDOOR PLAY AREA 'C'
OUTDOOR PLAY AREA 'B' = 8,000 SQ.FT.
NOTE: ALL PLAYGROUND EQUIPMNET MUST BE COMMERCIAL GRADE
NOTE: ALL PLAYGROUND EQUIPMENTS MUST BE COMMERCIAL GRADE
NOTE: THE PLAYGROUND EQUIPMENT WILL NEED TO BE SECURED TO THE GROUND TO PREVENT IT FLOATING INTO THE LAKE DURING PERIOD OF HIGH WATER.
MIN. 6" WIDTH OF RUBBER MULCH-SURROUND. DEPTH AND SPEC OF MULCH PER PLAYGROUND CONTRACTOR.
PLAYGROUND STRUCTURE WITH SHADING. RE: SPECS.
20'X20' GAZEBO
CONNECT TO CITY
TRAIL
GATE
DUMPSTER(S) TO BE SCREENED BY 6' MASONRY WALLS PER TOWN STANDARDS
DUMPSTER TO BE SCREENED BY 6' MASONRY WALLS PER TOWN STANDARDS
DUMPSTER(S) TO BE SCREENED BY MIN. 6' MASONRY WALLS PER TOWN STANDARDS. RE: A2.2 FOR ELEVATIONS
INTEGRALLY STAMPED CONC. W/ CITY APPROVED COLORS
INTEGRALLY STAMPED W/ CITY APPROVED COLORS
NOTES:
1. ALL PARKING STRIPING TO BE COLORED: WHITE
2. RAMPS TO BE INTEGRALLY COLORED: "ADOBE"
BUILDING 'A'
TOTAL FOOT PRINT = 10,363 sq.f.t
LEVEL 1 (Re: A1.1)
3,300 SQ.F.T LEVEL 1 RETAIL 'C' /
16 PRIVATE CONDO GARAGES / & 1X PRIVATE CONDO
16 TOTAL CONDOMINIUM UNITS (L2-L3)
TYP. PROPERTY FENCES:
WROUGHT IRON FENCE:
PANEL SIZE: 10' x 72"
POSTS: 3" x 3"
RAILS: 2.50" x 1.50"
POSTS: 2.50" x 2.50"
SURFACE: PRE-GALVANIZED OR POWDER-COATED; PAINT BLACK
PATIO 266 SQ.FT.
RESIDENT PARKING FABRICATION (RE: A1.1)
RETAIL (RE: A1.1)
OVERHEAD (DASHED)
FH. PER CIVIL
EXIST. STAMPED SIDEWALK
20' LANDSC.
10' LANDSC.
10' P. U. E. PROPOSED
26' F. M. L. & B. E. PROPOSED
SIDEWALK
PAVED 5' WALK
PAVED 3' WALK
FENCE
FLOOD PLAIN
EXIT GATE / FIRE-ACCESS
POSSIBLE MONUMENTED DEED OVERLAP SEE NOTE 1
PREVIOUSLY MONUMENTED BOUNDARY OF RECORD SEE NOTE 1
POINT OF BEGINNING
CENTER OF R.O.W.
CONCRETE
STOP BAR
(36.41')
(36.41')
(36.41')



BUILDING 'C' LEVEL 1 - FLOOR PLAN (MIXED USE):

TOTAL SQ.FT. = 10,672
15 TOTAL PRIVATE PARKING GARAGES (16 TOTAL SPACES).
APPROX. 722 SQ.F.T UNIT 101
APPROX. 106 SQ.F.T ADMIN. OFFICE
APPROX. 3,300 SQ.FT. COMMERCIAL RENTAL SPACE.

Level 1 – Overall

01 3/32" = 1'–0"

PLAN NORTH

OWNER & APPLICANT:
MATT SHEKARI mattshekari@gmail.com 972-339-2943
TOPTEL LLC 3899 Adams Ln, Frisco, TX 75034

ARCHITECT OF RECORD:
WES GUSTIN, RA, LEED AP wes@triunearchitecture.com 972-363-6155

ANY MATERIALS OR METHODS CONTAINING OR USING ASBESTOS ARE PROHIBITED

TRiUNE ARCHITECTURE
972-363-6155
www.triunearchitecturepllc.com

Lakeshore Plaza
Bldg. 'C'

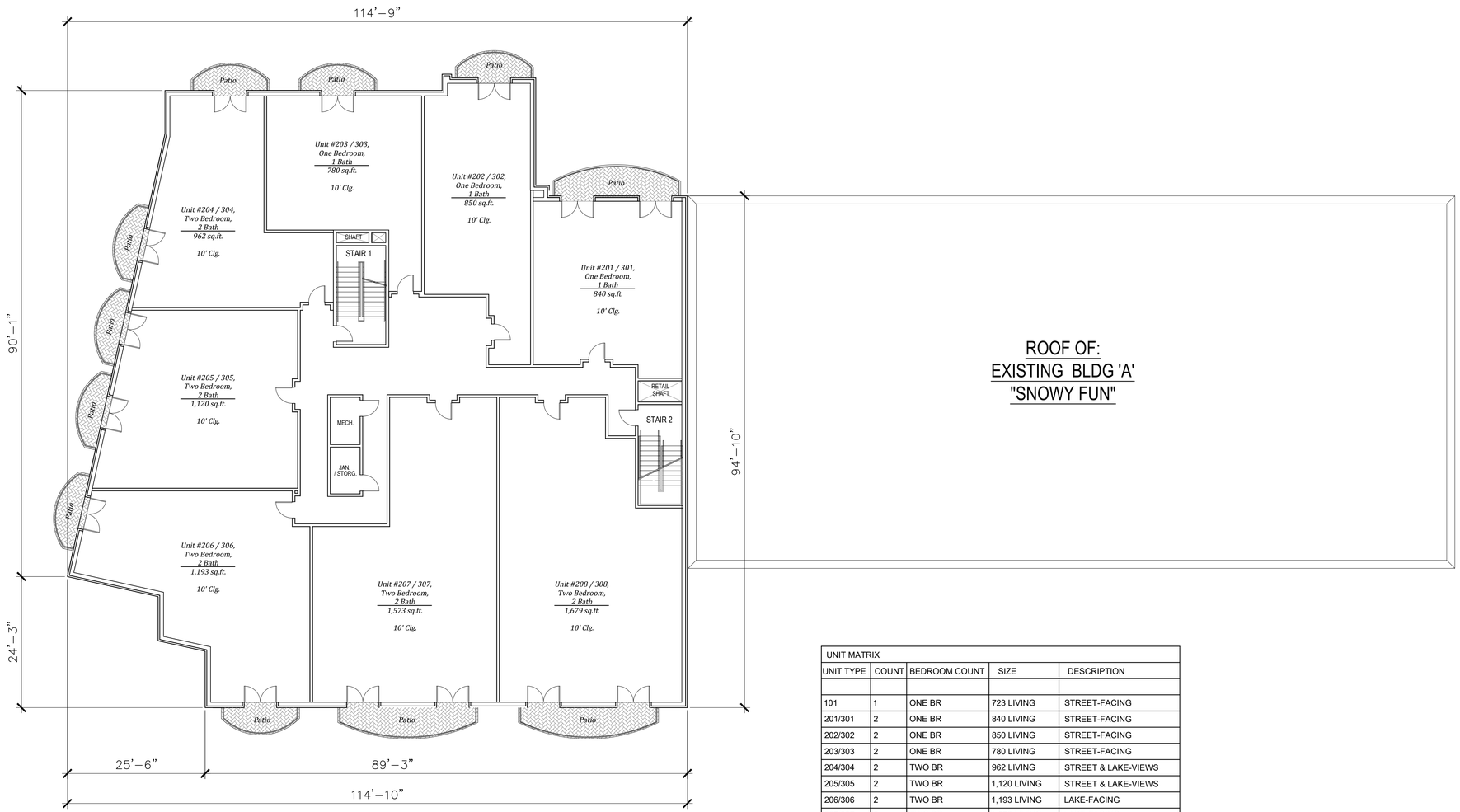
Eldorado Pkwy. and Hillside Dr.
Little Elm, TX
75206

PRELIMINARY NOT FOR REGULATORY APPROVAL OR COPNSTRUCTION

Project #: 2003.00

Level 1 Overall Floor Plan

A1.1



UNIT MATRIX				
UNIT TYPE	COUNT	BEDROOM COUNT	SIZE	DESCRIPTION
101	1	ONE BR	723 LIVING	STREET-FACING
201/301	2	ONE BR	840 LIVING	STREET-FACING
202/302	2	ONE BR	850 LIVING	STREET-FACING
203/303	2	ONE BR	780 LIVING	STREET-FACING
204/304	2	TWO BR	962 LIVING	STREET & LAKE-VIEWS
205/305	2	TWO BR	1,120 LIVING	STREET & LAKE-VIEWS
206/306	2	TWO BR	1,193 LIVING	LAKE-FACING
207/307	2	TWO BR	1,573 LIVING	LAKE-FACING
208/308	2	TWO BR	1,679 LIVING	LAKE-FACING
TOTAL	17			

BUILDING 'C' LEVEL 2,3 - FLOOR PLAN (LIVING UNITS):

GRAND TOTAL SQ.FT. = 11,259 (NOT INCLUDING PATIOS)

0' 3' 9'

Level 2 & 3

01 3/32" = 1'–0"

PLAN NORTH

OWNER & APPLICANT:
MATT SHEKARI mattshekari@gmail.com 972-339-2943
TOPTEL LLC 3899 Adams Ln, Frisco, TX 75034

ARCHITECT OF RECORD:
WES GUSTIN, RA, LEED AP wes@triunearchitecture.com 972-363-6155

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Lakeshore Plaza
Bldg. 'C'

Eldorado Pkwy. and Hillside Dr.
Little Elm, TX
75206

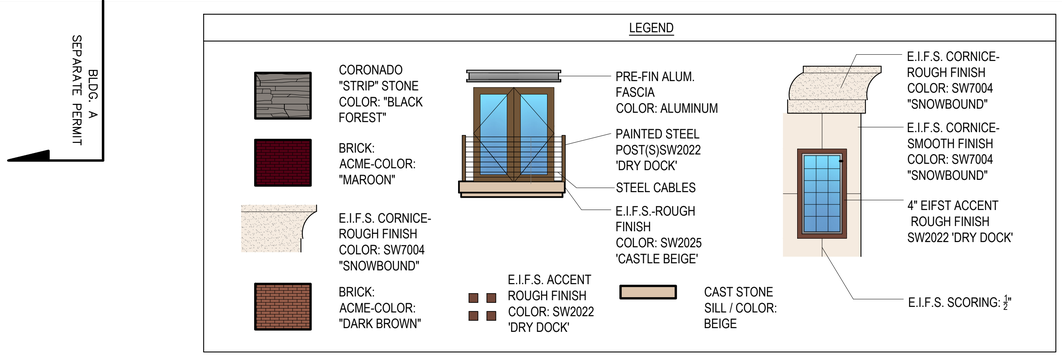
PRELIMINARY NOT FOR REGULATORY APPROVAL OR COPNSTRUCTION

Project #: 2003.00

Level 2 & 3

A1.2

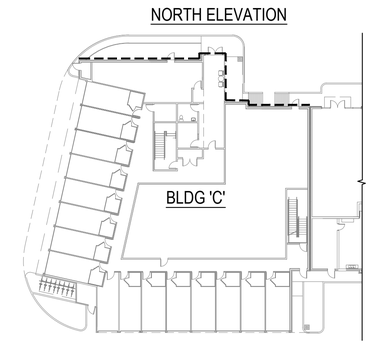
- This Façade Plan is for conceptual purposes only. All Building plans require review and approval by Development Services.
- All mechanical units shall be screened from public view as required by the
- All signage areas and locations are subject to approval of Development Services Director
- When permitted, exposed utility boxes and conduits shall be painted to match the building
- Roof access shall be provided internally, unless otherwise permitted by the Chief Building Official



MATERIAL TABULATIONS: 5,844
Total Elev. Surface = 5,844
Total Windows & Doors = 634
Total Elev (Minus Doors/Windows).: 5,210 sq.ft.
2,709 sq.ft. Brick (52%)
1,250 sq.ft. Stucco (24%)
834 sq.ft. Stacked Stone (16%)
417 sq.ft. Accent Materials (8%):
-Metal Awnings
-EIFS Cornices & Accents

0' 3' 9'

NORTH ELEVATION



Floor Plan Key
02 1" = 300'

PLAN NORTH

Front Elevation-Building 'C' (North)
01 3/16" = 1'-0'

OWNER & APPLICANT:
MATT SHEKARI mattshekari@gmail.com 972-339-2943
TOPTEL LLC 3899 Adams Ln, Frisco, TX 75034

ARCHITECT OF RECORD:
WES GUSTIN, RA, LEED AP wes@triunearchitecture.com 972-363-6155

ANY MATERIALS OR METHODS CONTAINING OR USING ASBESTOS ARE PROHIBITED

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Lakeshore Plaza
Bldg. 'C'

Eldorado Pkwy. and Hillside Dr.
Little Elm, TX
75206

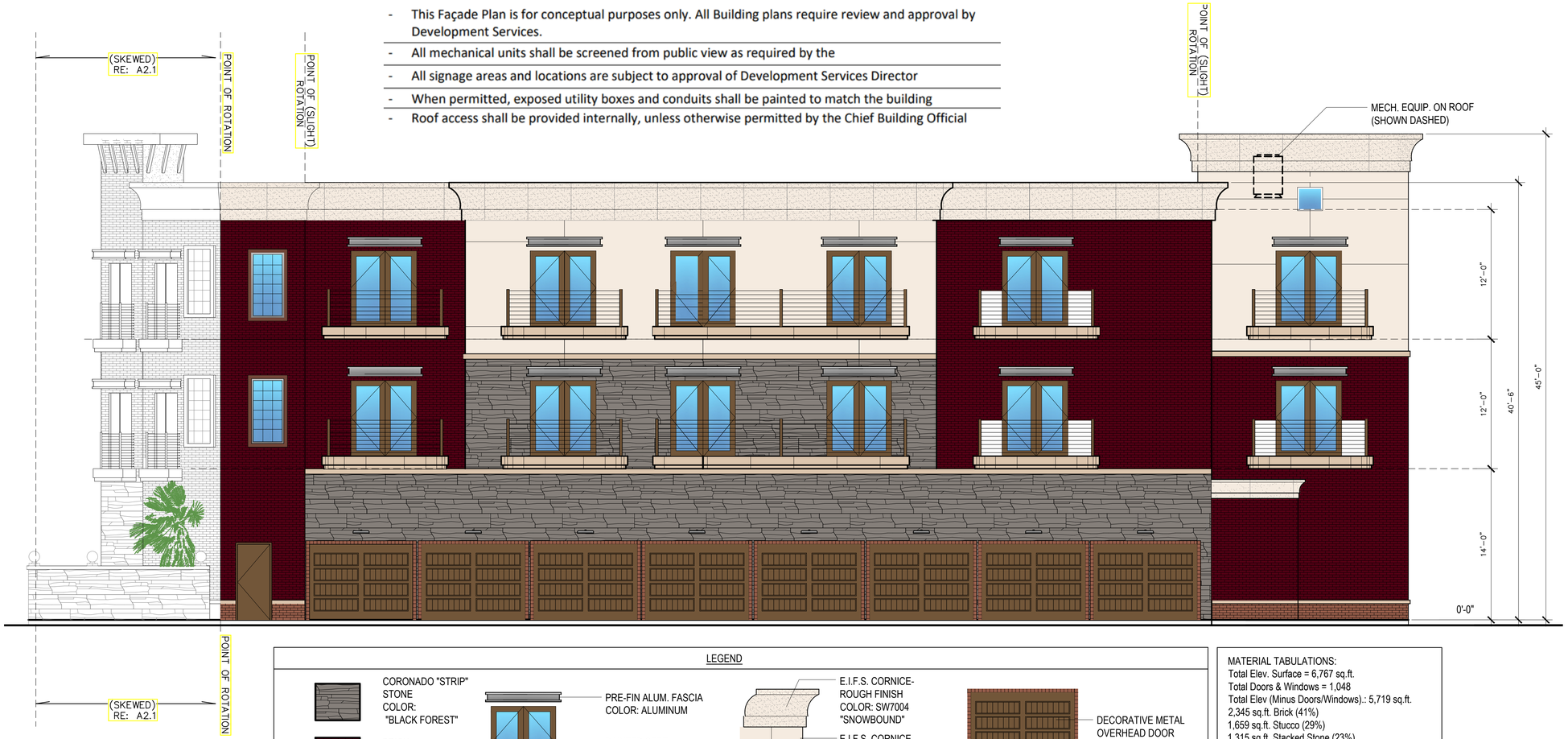
PRELIMINARY NOT FOR REGULATORY APPROVAL OR COPNSTRUCTION

Project #: 2003.00

EXTERIOR ELEVATION

A2.1

- This Façade Plan is for conceptual purposes only. All Building plans require review and approval by Development Services.
- All mechanical units shall be screened from public view as required by the
- All signage areas and locations are subject to approval of Development Services Director
- When permitted, exposed utility boxes and conduits shall be painted to match the building
- Roof access shall be provided internally, unless otherwise permitted by the Chief Building Official



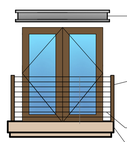
LEGEND

CORONADO "STRIP" STONE COLOR: "BLACK FOREST"

BRICK: ACME-COLOR: "MAROON"

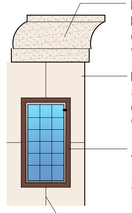
E.I.F.S. CORNICE-ROUGH FINISH COLOR: SW7004 "SNOWBOUND"

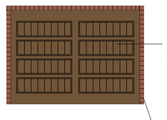
BRICK: ACME-COLOR: "DARK BROWN"



E.I.F.S. ACCENT ROUGH FINISH COLOR: SW2022 'DRY DOCK'

CAST STONE SILL / COLOR: BEIGE





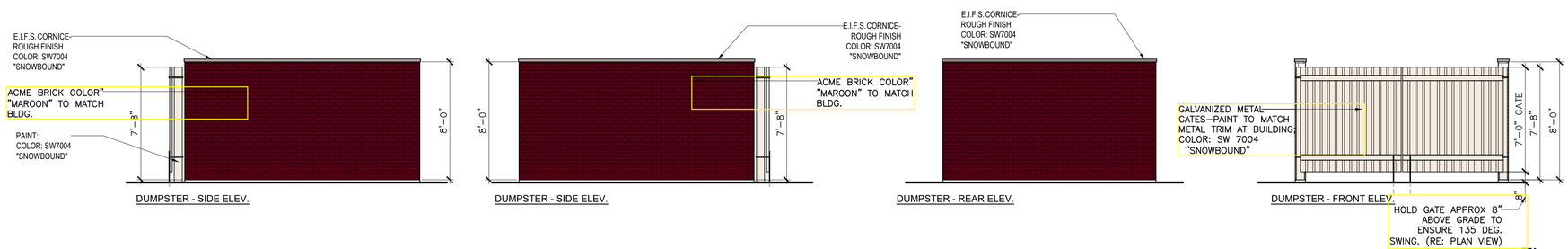
DECORATIVE METAL OVERHEAD DOOR BY "LUX" , COLOR: "WALNUT"

ROWLOCK SURROUND TO MATCH THE "ACME - DARK BROWN"

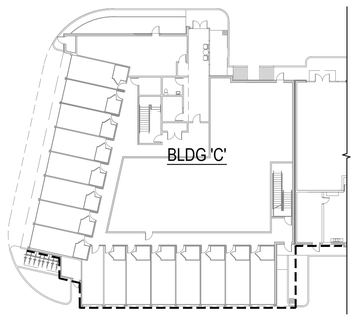
MATERIAL TABULATIONS:
Total Elev. Surface = 6,767 sq.ft.
Total Doors & Windows = 1,048
Total Elev (Minus Doors/Windows).: 5,719 sq.ft.
2,345 sq.ft. Brick (41%)
1,659 sq.ft. Stucco (29%)
1,315 sq.ft. Stacked Stone (23%)
400 sq.ft. Accent Materials (7%):
-Metal Awnings
-EIFS Cornices & Accents

3' 9'
0'

Side Elevation-Building 'C' (West)
01 3/16" = 1'-0'



Dumpster Elevations
02 1/4" = 1'-0'



SOUTH ELEVATION

Floor Plan Key
03 1" = 300'

PLAN NORTH

OWNER & APPLICANT:
MATT SHEKARI mattshekari@gmail.com 972-339-2943
TOPTEL LLC 3899 Adams Ln, Frisco, TX 75034

ARCHITECT OF RECORD:
WES GUSTIN, RA, LEED AP wes@triunearchitecture.com 972-363-6155

ANY MATERIALS OR METHODS CONTAINING OR USING ASBESTOS ARE PROHIBITED

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Lakeshore Plaza
Bldg. 'C'

Eldorado Pkwy. and Hillside Dr.
Little Elm, TX
75206

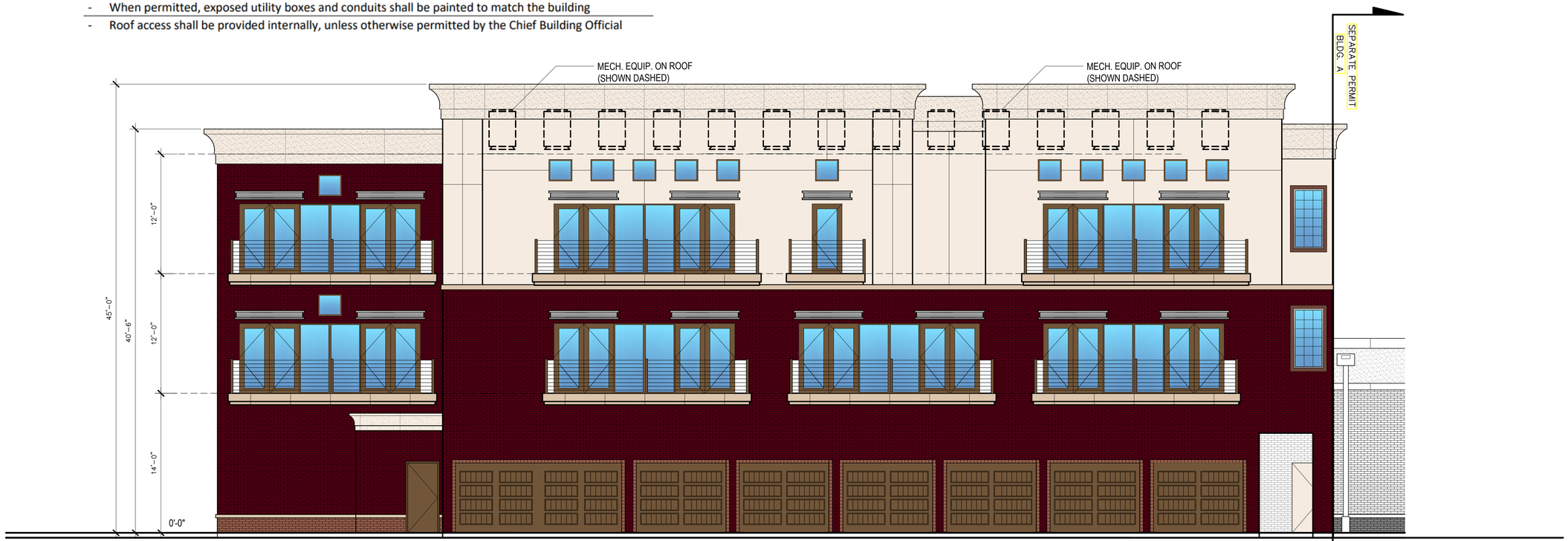
PRELIMINARY NOT FOR REGULATORY APPROVAL OR COPNSTRUCTION

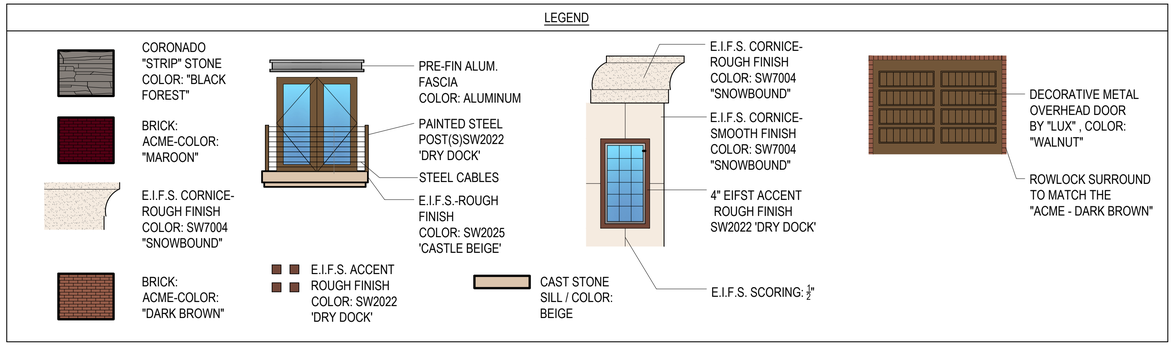
Project #: 2003.00

EXTERIOR ELEVATION

A2.2

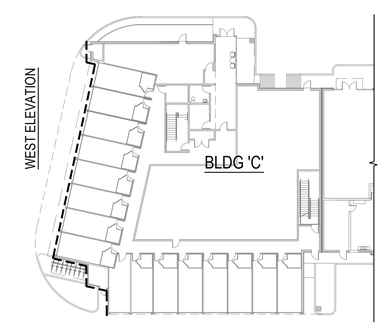
- This Façade Plan is for conceptual purposes only. All Building plans require review and approval by Development Services.
- All mechanical units shall be screened from public view as required by the
- All signage areas and locations are subject to approval of Development Services Director
- When permitted, exposed utility boxes and conduits shall be painted to match the building
- Roof access shall be provided internally, unless otherwise permitted by the Chief Building Official





MATERIAL TABULATIONS:
Total Elev. Surface = 7,112 sq.ft.
Total Doors & Windows = 1,264 sq.ft.
Total Elev (Minus Doors/Windows).: 5,848 sq.ft.
4,094 sq.ft. Brick (70%)
1,287 sq.ft. Stucco (22%)
467 sq.ft. Accent Materials (8%):
-Metal Awnings
-EIFS Cornices & Accents
-Cedar Trellis

3' 9'
0'



Floor Plan Key
02 1" = 300'

PLAN NORTH

Rear Elevation-Building 'C' (South)
01 3/16" = 1'-0'

OWNER & APPLICANT:
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TOPTEL LLC 3899 Adams Ln, Frisco, TX 75034

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Eldorado Pkwy.
and Hillside Dr.
Little Elm, TX
75206

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COPNSTRUCTION

Project #: 2003.00

EXTERIOR
ELEVATION

A2.3

ANY MATERIALS OR METHODS
CONTAINING OR USING ASBESTOS
ARE PROHIBITED

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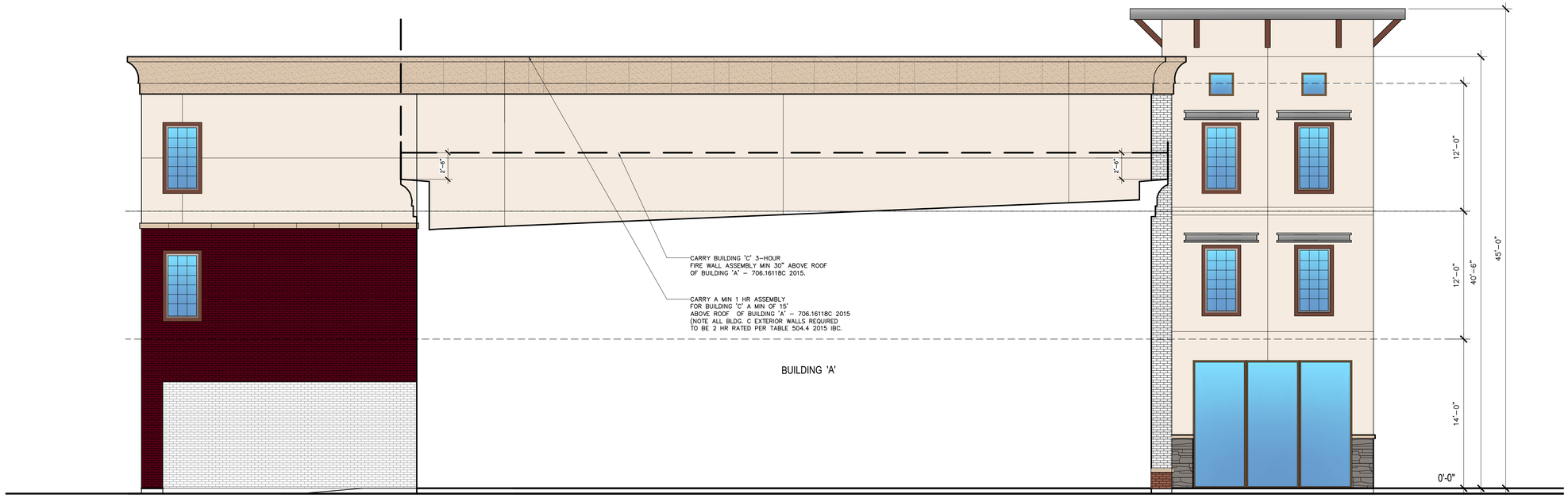
- All signage areas and locations are subject to approval of Development Services Director
- When permitted, exposed utility boxes and conduits shall be painted to match the building
- Roof access shall be provided internally, unless otherwise permitted by the Chief Building Official



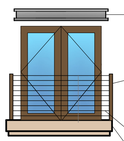
LEGEND

CORONADO "STRIP" STONE COLOR: "BLACK FOREST"

BRICK: ACME-COLOR: "MAROON"

E.I.F.S. CORNICE-ROUGH FINISH COLOR: SW7004 "SNOWBOUND"

BRICK: ACME-COLOR: "DARK BROWN"



PRE-FIN ALUM. FASCIA COLOR: ALUMINUM

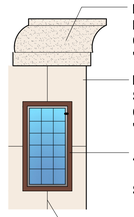
PAINTED STEEL POST(S)SW2022 'DRY DOCK'

STEEL CABLES

E.I.F.S.-ROUGH FINISH COLOR: SW2025 'CASTLE BEIGE'

E.I.F.S. ACCENT ROUGH FINISH COLOR: SW2022 'DRY DOCK'

CAST STONE SILL / COLOR: BEIGE



E.I.F.S. CORNICE-ROUGH FINISH COLOR: SW7004 "SNOWBOUND"

E.I.F.S. CORNICE-SMOOTH FINISH COLOR: SW7004 "SNOWBOUND"

4" EIFST ACCENT ROUGH FINISH SW2022 'DRY DOCK'

E.I.F.S. SCORING: ½"

MATERIAL TABULATIONS:
Total Elev. Surface = 5,791 sq.ft.
Total Doors & Windows = 284 sq.ft.
Total Elev (Minus Doors/Windows).: 5,507 sq.ft.
3,305 sq.ft. Brick (60%)
1,707 sq.ft. Stucco (31%)
165 sq.ft. Stacked Stone (3%)
330 sq.ft. Accent Materials (6%):
-Metal Awnings
-EIFS Cornices & Accents

0' 3' 9'

Side Elevation-Building 'C' (East)
01 3/16" = 1'-0'

OWNER & APPLICANT:
MATT SHEKARI mattshekari@gmail.com 972-339-2943
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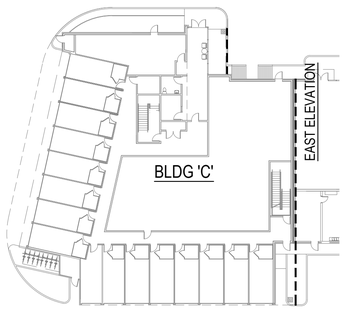

Floor Plan Key
02 1" = 300'

PLAN NORTH

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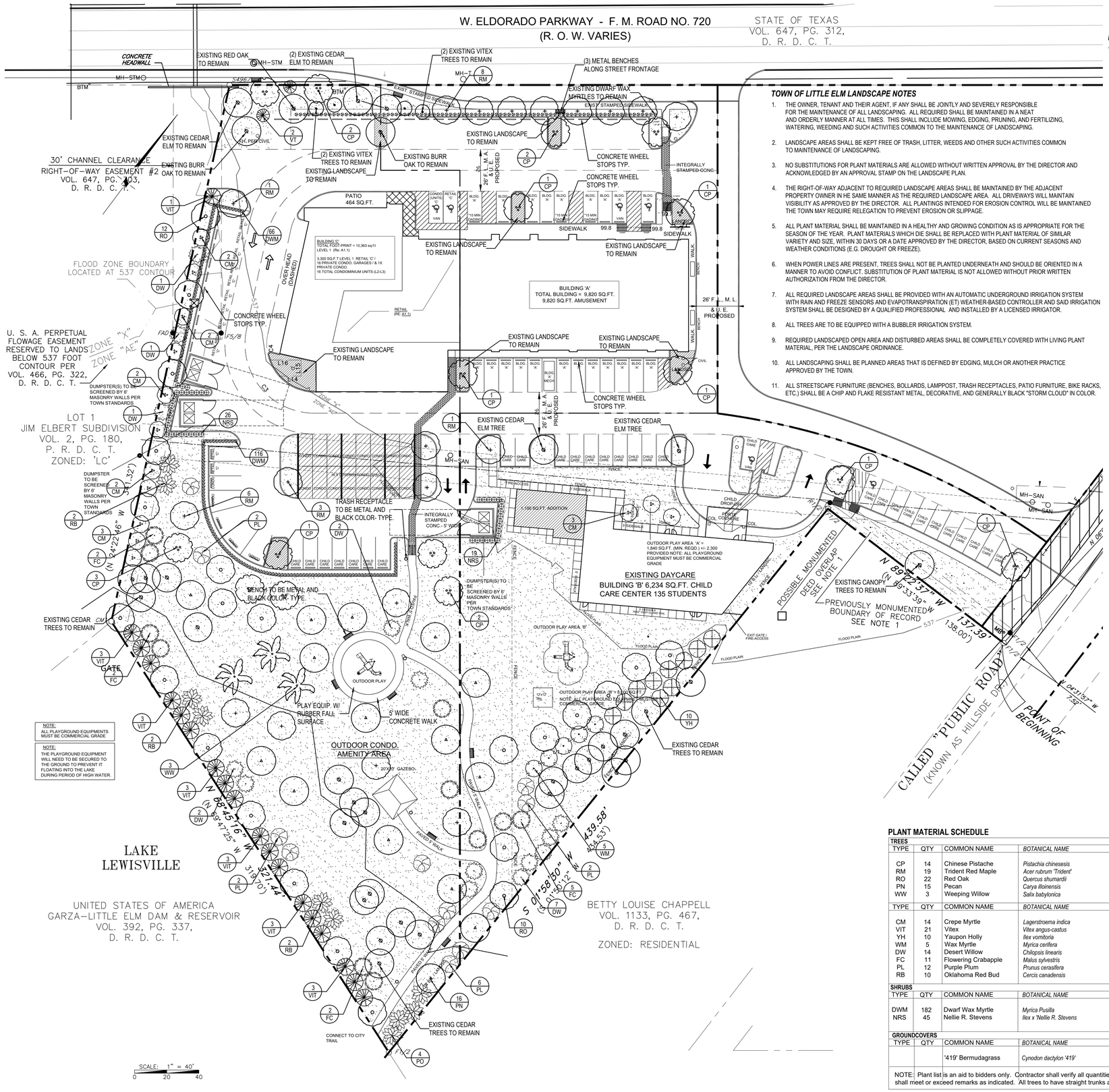
EXTERIOR ELEVATION

A2.4



NOTE:
ALL PLAYGROUND EQUIPMENTS MUST BE COMMERCIAL GRADE

NOTE:
THE PLAYGROUND EQUIPMENT WILL NEED TO BE SECURED TO THE GROUND TO PREVENT IT FLOATING INTO THE LAKE DURING PERIOD OF HIGH WATER.

TOWN OF LITTLE ELM LANDSCAPE NOTES

1. THE OWNER, TENANT AND THEIR AGENT, IF ANY SHALL BE JOINTLY AND SEVERELY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING. ALL REQUIRED SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, AND FERTILIZING, WATERING, WEEDING AND SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING.
2. LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH ACTIVITIES COMMON TO MAINTENANCE OF LANDSCAPING.
3. NO SUBSTITUTIONS FOR PLANT MATERIALS ARE ALLOWED WITHOUT WRITTEN APPROVAL BY THE DIRECTOR AND ACKNOWLEDGED BY AN APPROVAL STAMP ON THE LANDSCAPE PLAN.
4. THE RIGHT-OF-WAY ADJACENT TO REQUIRED LANDSCAPE AREAS SHALL BE MAINTAINED BY THE ADJACENT PROPERTY OWNER IN HE SAME MANNER AS THE REQUIRED LANDSCAPE AREA. ALL DRIVEWAYS WILL MAINTAIN VISIBILITY AS APPROVED BY THE DIRECTOR. ALL PLANTINGS INTENDED FOR EROSION CONTROL WILL BE MAINTAINED THE TOWN MAY REQUIRE RELEGATION TO PREVENT EROSION OR SLIPPAGE.
5. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIALS WHICH DIE SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE, WITHIN 30 DAYS OR A DATE APPROVED BY THE DIRECTOR, BASED ON CURRENT SEASONS AND WEATHER CONDITIONS (E.G. DROUGHT OR FREEZE).
6. WHEN POWER LINES ARE PRESENT, TREES SHALL NOT BE PLANTED UNDERNEATH AND SHOULD BE ORIENTED IN A MANNER TO AVOID CONFLICT. SUBSTITUTION OF PLANT MATERIAL IS NOT ALLOWED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE DIRECTOR.
7. ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLER AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
8. ALL TREES ARE TO BE EQUIPPED WITH A BUBBLER IRRIGATION SYSTEM.
9. REQUIRED LANDSCAPED OPEN AREA AND DISTURBED AREAS SHALL BE COMPLETELY COVERED WITH LIVING PLANT MATERIAL, PER THE LANDSCAPE ORDINANCE.
10. ALL LANDSCAPING SHALL BE PLANNED AREAS THAT IS DEFINED BY EDGING, MULCH OR ANOTHER PRACTICE APPROVED BY THE TOWN.
11. ALL STREETSCAPE FURNITURE (BENCHES, BOLLARDS, LAMPPOST, TRASH RECEPTACLES, PATIO FURNITURE, BIKE RACKS, ETC.) SHALL BE A CHIP AND FLAKE RESISTANT METAL, DECORATIVE, AND GENERALLY BLACK "STORM CLOUD" IN COLOR.

Chinese Pistache
Trident Red Maple
Red Bud
Pecan
Purple Plum
Red Oak
Crepe Myrtle
Flowering Carbapple
Vitex
Wax Myrtle
Desert Willow
Yaupon Holly
Nellie R. Stevens
Dwarf Wax Myrtle

SOLID SOD NOTES

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL DESIRED GRADE IN PLANTING AREAS AND 1" BELOW FINAL GRADE IN TURF AREAS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
3. ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
5. PLANT SOD BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
6. ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
7. WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
8. CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
9. CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.

PLANT MATERIAL SCHEDULE

TREES					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
CP	14	Chinese Pistache	*Pistachia chinesesis*	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
RM	19	Trident Red Maple	*Acer rubrum 'Trident'*	4" cal.	B&B, 12' ht., 4' spread, 5' clear straight trunk
RO	22	Red Oak	*Quercus shumardii*	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
PN	15	Pecan	*Carya illoinensis*	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
WW	3	Weeping Willow	*Salix babylonica*	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
CM	14	Crepe Myrtle	*Lagerstroema indica*	3" cal.	container, 10' ht., 5' spread, 3 trunks
VIT	21	Vitex	*Vitex angus-castus*	3" cal.	container grown, 10' ht., 4' spread, 3 trunks
YH	10	Yaupon Holly	*Ilex vomitoria*	3" cal.	B&B, 10' ht., multi-trunk, 4' spread
WM	5	Wax Myrtle	*Myrica cerifera*	3" cal.	container grown, 10' ht., 4' spread tree form
DW	14	Desert Willow	*Chilopsis linearis*	3" cal.	B&B, container grown, 10' ht.
FC	11	Flowering Crabapple	*Malus sylvestris*	3" cal.	B&B, container grown, 10' ht.
PL	12	Purple Plum	*Prunus cerasifera*	3" cal.	B&B, container grown, 10' ht.
RB	10	Oklahoma Red Bud	*Cercis canadensis*	3" cal.	B&B, container grown, 10' ht.
SHRUBS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
DWM	182	Dwarf Wax Myrtle	*Myrica Pusilla*	7 gal.	container, 36" ht, 24" spread
NRS	45	Nellie R. Stevens	*Ilex x 'Nellie R. Stevens*	7 gal.	container, 36" ht., 24" spread
GROUNDCOVERS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
		'419' Bermudagrass	*Cynodon dactylon '419'*		solid sod refer to notes

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

LANDSCAPE NOTES

1. CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
2. CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
3. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.
4. CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
5. ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
6. ALL LANDSCAPE AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS.
7. ALL LAWN AREAS TO BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

GENERAL LAWN NOTES

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON CIVIL PLANS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
3. ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. IMPORTED TOPSOIL SHALL BE NATURAL, FRIABLE SOIL FROM THE REGION, KNOWN AS BOTTOM AND SOIL, FREE FROM LUMPS, CLAY, TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BLACK TO BROWN IN COLOR.
5. *ALL LAWN AREAS TO BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.*
6. *ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION*
7. CONTRACTOR SHALL PROVIDE (1") ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

LANDSCAPE TABULATIONS

SITE TREE REQUIREMENTS
Requirements: 10% of gross vehicular area to be landscaped.
(1) tree per 400 s.f. of required landscaped area.
Total Area: (181,166 s.f.)
Vehicular Area: (62,031 s.f.)

Required	Provided
6,203 s.f. (10%)	7,882 s.f. (13%)
Required	Provided
(16) trees	(48) trees (10) 3" cal. ornamental trees

PARKING LOT
Requirement: All parking spaces must be located within 70' of large canopy tree. One (1) tree per island and One island for every (10) spots.
Provided

PERIMETER LANDSCAPE REQUIREMENTS
Requirements- Vehicular screening is required from public R.O.W and abutting properties.
Provided

Public R.O.W. Frontage- (304 l.f.) 1 large tree per 20 l.f. of street frontage

Required	Provided
16 trees	10 proposed trees- 4" cal. 4 existing trees- 4" cal. 6 ornamental trees (2 proposed, 4 ex.)

Landscape buffers between properties- 844 l.f.
1 large tree per 25 l.f. and 3 ornamental per 5 large trees required in perimeter buffer areas.

Required:	Provided:
(34) trees	(32) trees + (4) existing
(102) ornamental trees	(85) ornamental trees + (17) existing

Perimeter vehicular screening provided with 36" ht. evergreen shrubs
Provided

LANDSCAPE DESIGN OPTIONS
25 POINTS REQUIRED

Enhanced Streetscape Elements (Benches) - 5 points
Enhanced hardscape (crosswalks are concrete pavers) - 5 points
Enhanced site canopy - 5 points
Open Space Greater than Required (20%+) - 5 points
Use of shaded/outdoor seating (Gazebo) - 5 points

Total points = 25.00

FOUNDATION PLANTING

In place of foundation planting the following is proposed
Play-set with rubber fall surface
5' concrete perimeter walk
6 metal benches
4 metal trash receptacles

01 LANDSCAPE PLAN
SCALE 1"=30'-0"
0 15 30 60

LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
1784 W. McDERMOTT DR.
SUITE 110
ALLEN, TEXAS 75013
(469) 369-4448
CHRIS@STUDIOGREENSPOT.COM

REGISTERED LANDSCAPE ARCHITECT CHRIS TRONCALE 2042 STATE OF TEXAS
07.28.2022

LAKESHORE RETAIL

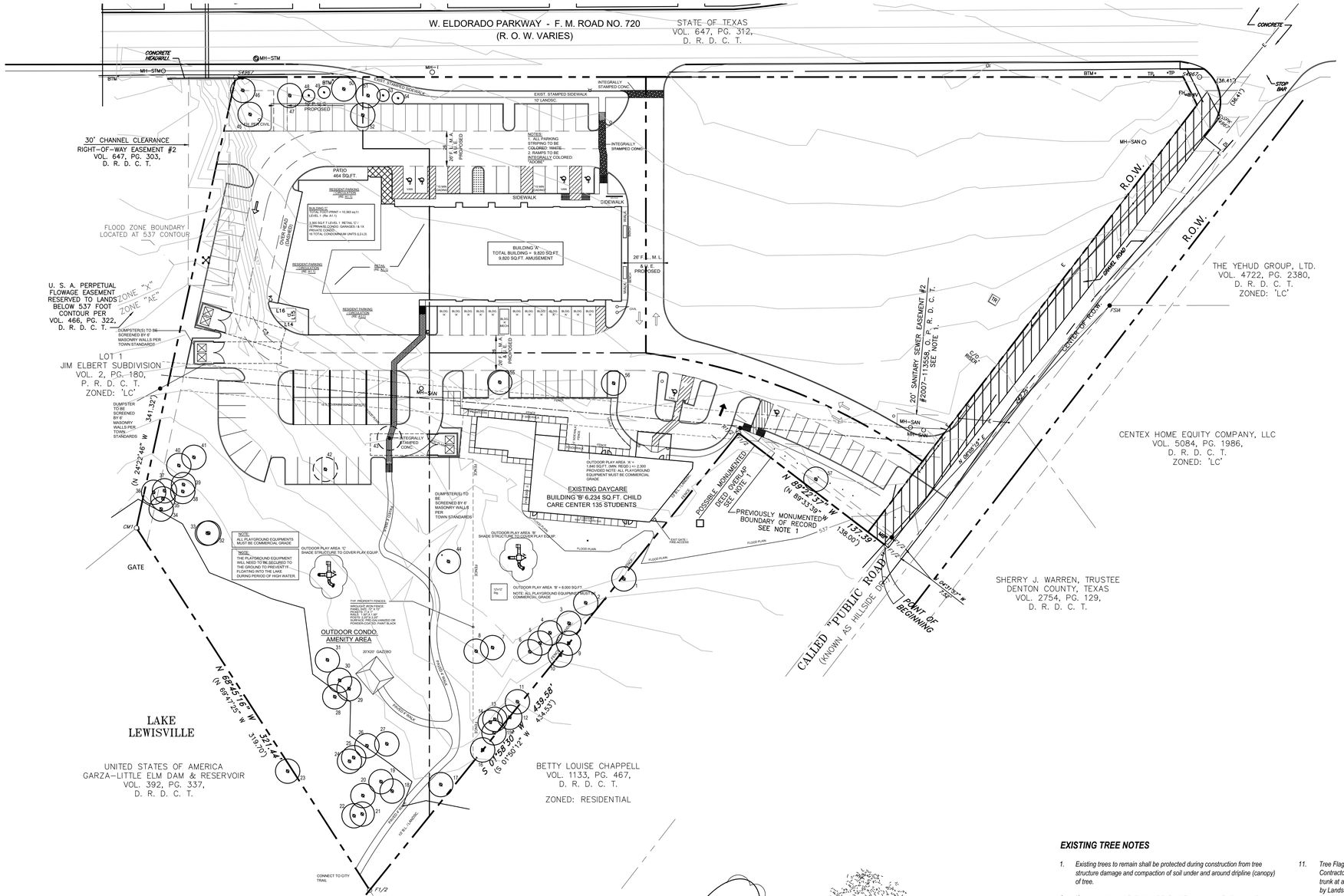
ELDORADO PKWY
LITTLE ELM, TEXAS

ISSUE:
CITY COMMENTS 07.08.2022
CITY COMMENTS 07.28.2022

DATE:
07.28.2022

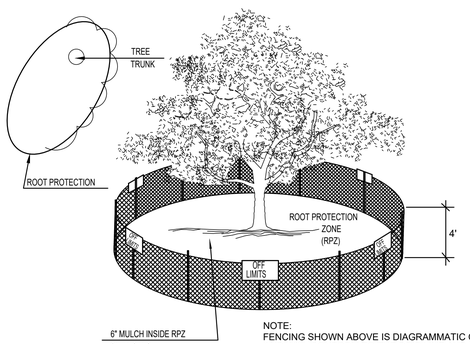
SHEET NAME:
LANDSCAPE PLAN

SHEET NUMBER:
L.2



TREE TABLE

NO.	SIZE	SPECIES	Botanical Name	STATUS	Quality	Mitigation Req.
1	14 IN	HACKBERRY	*Celtis Occidentalis*	REMAIN	NO	NO
2	10 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
3	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
4	14 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
5	12 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
6	16 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
7	3 IN	TEXAS ASH	*Fraxinus Texensis*	REMAIN	YES	NO
8	4 IN	TEXAS ASH	*Fraxinus Texensis*	REMAIN	YES	NO
9	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
10	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	NO	NO
11	10 IN	HACKBERRY	*Celtis Occidentalis*	REMAIN	NO	NO
12	8 IN	HACKBERRY	*Celtis Occidentalis*	REMAIN	NO	NO
13	8 IN	HACKBERRY	*Celtic Occidentalis*	REMAIN	NO	NO
14	12 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
15	4 IN	HONEY LOCUST	*Gledistsia Trancanthos*	REMAIN	NO	NO
16	10 IN	HONEY LOCUST	*Gledistsia Trancanthos*	REMAIN	NO	NO
17	10 IN	HONEY LOCUST	*Gledistsia Trancanthos*	REMAIN	NO	NO
18	16 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
19	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
20	10 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
21	10 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
22	14 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
23	10 IN	EASTERN RED CEDAY	*Juniper Virginiana*	REMAIN	YES	NO
24	10 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
25	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
26	16 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
27	5 IN	TEXAS ASH	*Fraxinus Texensis*	REMAIN	YES	NO
28	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
29	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
30	10IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
31	4 IN	TEXAS ASH	*Fraxinus Texensis*	REMAIN	YES	NO
32	11 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
33	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
34	12 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	NO	NO
35	10 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
36	13 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	NO	NO
37	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
38	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
39	10 IN	EASTERN RED CEDAY	*Juniper Virginana*	REMAIN	YES	NO
40	12 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
41	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
42	10 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMOVE	YES	NO
43	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMOVE	YES	NO
44	4 IN	TEXAS ASH	*Fraxinus Texensis*	REMAIN	YES	NO
45	4 IN	BURR OAK	*Quercus Macrocarpa*	REMAIN	YES	NO
46	4 IN	CEDAR ELM	*Ulmus Crassifolia*	REMAIN	YES	NO
47	4 IN	RED OAK	*Quercus Shumardii*	REMAIN	YES	NO
48	4 IN	VITEX	*Vitex agnus-castus*	REMAIN	YES	NO
49	4 IN	VITEX	*Vitex agnus-castus*	REMAIN	YES	NO
50	4 IN	CEDAR ELM	*Quercus Shumardii*	REMAIN	YES	NO
51	4 IN	CEDAR ELM	*Quercus Shumardii*	REMAIN	YES	NO
52	4 IN	BURR OAK	*Quercus Macrocarpa*	REMAIN	YES	NO
53	4 IN	VITEX	*Vitex agnus-castus*	REMAIN	YES	NO
54	4 IN	VITEX	*Vitex angus-castus*	REMAIN	YES	NO
55	4 IN	CEDAR ELM	*Ulmus Crassifolia*	REMAIN	YES	NO
56	4 IN	CEDAR ELM	*Ulmus Crassifolia*	REMAIN	YES	NO
57	4 IN	CEDAR ELM	*Ulmus Crassifolia*	REMAIN	YES	NO



NOTE:
FENCING SHOWN ABOVE IS DIAGRAMMATIC ONLY AND WILL CONFORM TO THE DRIP LINE AND LIMITED TO PROJECT BOUNDARY

01 TREE PROTECTION FENCE A

NOT TO SCALE

EXISTING TREE NOTES

1. *Existing trees to remain shall be protected during construction from tree structure damage and compaction of soil under and around dripline (canopy) of tree.*
2. *If any root structure is damaged during adjacent excavation/construction, notify the Architect immediately. It is recommended that a licensed Arborist be secured for the treatment of any possible tree wounds.*
3. *No disturbance of the soil greater than 4" shall be located closer to the tree trunk than 1/2 the distance of the drip line to the tree trunk. A minimum of 75% of the drip line and root zone shall be preserved at natural grade.*
4. *Any fine grading done within the critical root zones of the protected trees must be done with light machinery such as a bobcat or light tractor. No earth moving equipment with tracks is allowed within the critical root zone of the trees.*
5. *Material Storage: No materials intended for use in construction or waste materials accumulated due to excavation or demolition shall be placed within the limits of the dripline of any tree.*
6. *Equipment Cleaning/Liquid Disposal: No equipment may be cleaned, toxic solutions, or other liquid chemicals shall be deposited within the limits of the dripline of a tree. This would include but not be limited to paint, oil, solvents, asphalt, concrete, mortar, primers, etc.*
7. *Tree Attachments: No signs, wires or other attachments, other than those of a protective nature shall be attached to any tree.*
8. *Vehicular Traffic: No vehicular and construction equipment traffic or parking is allowed within the limits of the dripline of trees.*
9. *Boring of Utilities: May be permitted under protected trees in certain circumstances. The minimum length of the bore shall be the width of the tree's canopy and shall be a minimum depth of forty-eight (48") inches.*
10. *Trenching: Any irrigation trenching which must be done within the critical root zone of a tree shall be dug by hand and enter the area in a radial manner.*
11. *Tree Flagging: All trees to be removed from the site shall be flagged by the Contractor with bright red vinyl tape (3" width) wrapped around the main trunk at a height of four (4') feet above grade. Flagging shall be approved by Landscape Architect prior to any tree removal. Contractor shall contact Landscape Architect with 72 hour notice to schedule on-site meeting.*
12. *Protective Fencing: All trees to remain, as noted on drawings, shall have protective fencing located at the tree's dripline. The protective fencing may be comprised of snow fencing, orange vinyl construction fencing, chain link fence or other similar fencing with a four (4') foot approximate height. The protective fencing will be located as indicated on the Tree Protection Detail(s).*
13. *Bark Protection: In situations where a tree remains in the immediate area of intended construction, the tree shall be protected by enclosing the entire circumference of the tree's trunk with lumber encircled with wire or other means that does not damage the tree. Refer to Tree Protection Detail(s).*
14. *Construction Pruning: In a case where a low hanging limb is broken during the course of construction, the Contractor shall notify the Landscape Architect immediately. In no instance shall the Contractor prune any portion of the damaged tree without the prior approval by the Landscape Architect.*

EXISTING TREE LEGEND

EXISTING TREE TO REMAIN

EXISTING TREE TO BE REMOVED

TREE PROTECTION FENCING TO REMAIN DURING CONSTRUCTION REFER TO 01/L1.00

02 TREE PRESERVATION PLAN

SCALE 1"=20'-0"

0 10 20 40

LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
1784 W. McDERMOTT DR.
SUITE 110
ALLEN, TEXAS 75013
(469) 369-4448
CHRIS@STUDIOGREENSPOT.COM

REGISTERED LANDSCAPE ARCHITECT
CHRIS TROWSLAND
2042
STATE OF TEXAS
07.28.2022

LAKESHORE RETAIL

ELDORADO PKWY.
LITTLE ELM, TEXAS

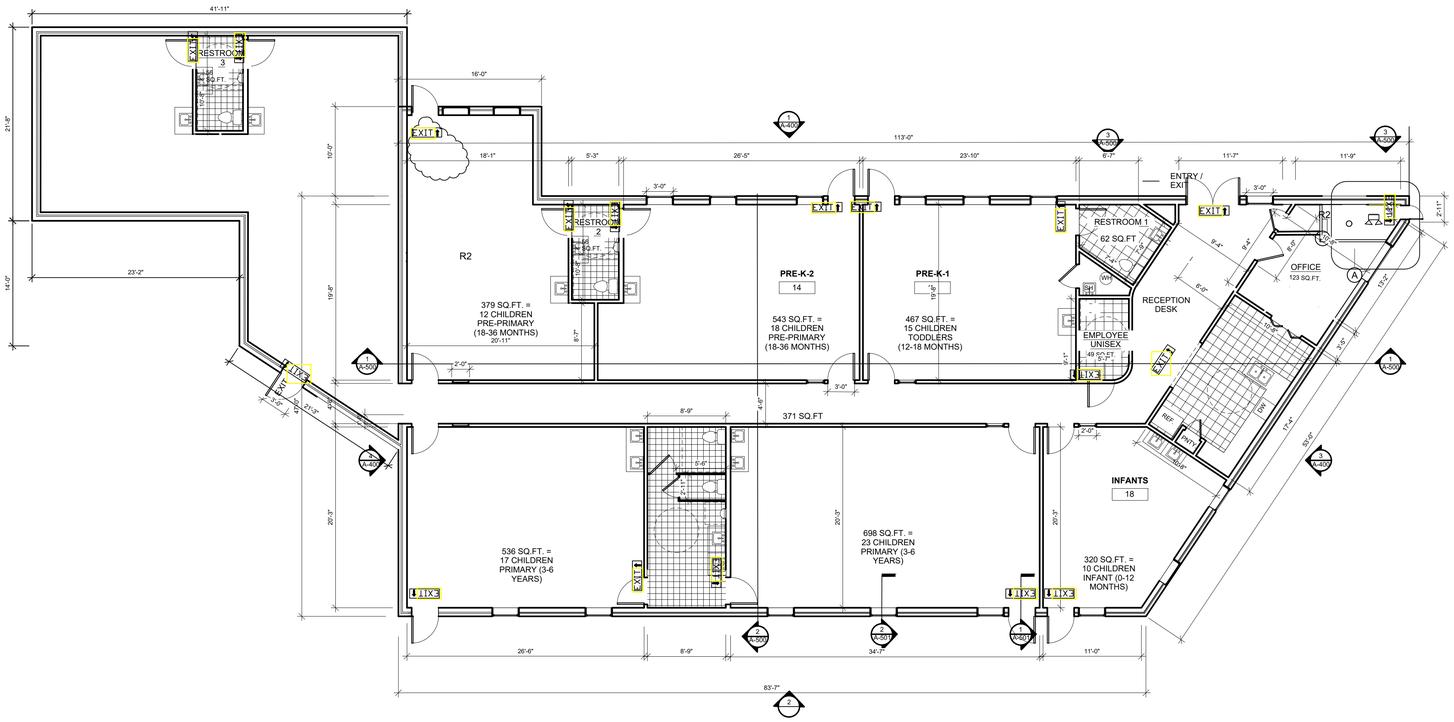
ISSUE:
FOR APPROVAL 07.28.2022

DATE:
07.28.2022

SHEET NAME:
TREE PRESERVATION PLAN

SHEET NUMBER:

L.1



Proposed Floor plan

CHILD CARE
AT LAKESHORE PLAZA, LITTLE ELM,
BUILDING "B"
ONE-STORY, WOOD-FRAMED
6070 SQ.FT.
TOTAL OCCUPANCY= 128

FLOOR PLAN GENERAL NOTES

1. ATTENTION ALL USERS OF THESE DRAWINGS,GENERAL CONTRACTORS,SUB-CONTRACTORS, MANUFACTURERS AND SUPPLIERS:CAREFULLY AND THOROUGHLY REVEIW THESE GENERAL NOTES .IT IS YOUR RESPONSIBILITY TO KNOW AND ADHERE TO THESE REQUIREMENTS .IF CONFLICT OCCURS , CONTACT ARCHITECT PRIOR TO COMMENCEMENT OF WORK.
2. EVERY EFFORT HAS BEEN MADE TO MAKE THESE DOCUMENT CONCISE AND COORDINATED ,TO DEFINE WORK IN THE MOST LOGICAL PLACE AND TO ELIMINATE REDUNDANCY, DO NOT PRESUME THAT YOUR SCOPE OF WORK IS DEFINED THROUGHOUT THE ENTIRE SET OF DRAWINGS AND SPECIFICATIONS . YOU MUST REVIEW THE ENTIRE SET OF CONTRACT DOCUMENTS TO DETERMINE YOUR SCOPE OF WORK. NO ADDITIONAL COST SHALL BE ACCESSED TO THE OWNER FOR NOT UNDERSTANDING SCOPE OF WORK. IF CONFLICT OCCURS, CONTACT THE ARCHITECT PRIOR TO COMMENCEMENT OF WORK.
3. DO NOT SCALE DRAWINGS
4. SEE THE PROJECT GENERAL NOTES LOCATED IN THE G-SERIES DRAWINGS
5. DIMENSION SHOWN FOR INTERIOR WALLS/PARTITION ARE FROM FACE OF GYPSUM BOARD ,OR CENTER OF COLUMN .EXTERIOR WALL DIMENSIONS ARE FROM FACE OF STUD AND/OR END OF STRUCTURAL SLAB U.N.O...SEE ENLARGED FLOOR PLANS FOR THR ADDITIONAL DIMENSIONS NOT INDICATED ON OVERALL DIMENTIONED PLANS
6. CONTRACTOR SHALL CROSS REFERENCE ALL SHEETS FOR WINDOW TYPES . ALL ALL HINGE SIDE DOOR JAMBS SHALL BE 5" FROM ADJACENT INTERSECTION,U.N.O
7. WINDOW TYPES MAY NOT APPEAR ON FLOOR PLANS
8. REFERENCE PLUMBING PLAN FOR FLOOR DRAINS.
9. FOR KITCHEN EQUIPMENT PLAN AND FOOD SERVICE EQUIPMENT/FURNITURE REFERENCE(K) SHEETS PROVIDED FROM FOOD SERVICE EQUIPMENT COMPANY /SUPPLIER /DESIGN/INSTALLATION .

S-2.021

FLOOR PLAN

PROJECT NORTH

NO.	DATE	DESCRIPTION

©2018

CORE AND SHELL
ELDORADOPKWY & HILL
SIDE DR LITTLE ELX, TX 75068

Toptel llc 3899 Adams Ln FriscoTX 75034

Project Status

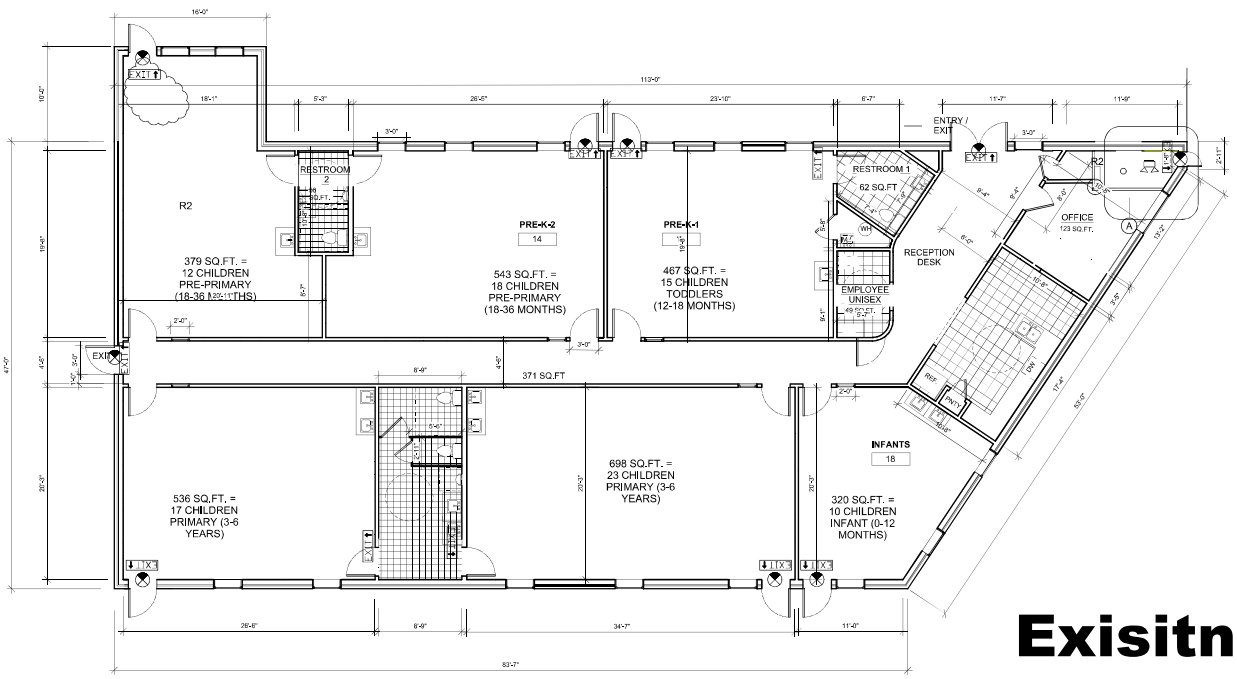
PROJECT NO.00000

DIMENTIONED FLOOR PLAN

A-201

_____OF_____

DRAWN: Author CHECKED:



Exisitng Floor plan

CHILD CARE
AT LAKESHORE PLAZA, LITTLE ELM,
BUILDING "B"
ONE-STORY, WOOD-FRAMED
4,850 SQ.FT.
TOTAL OCCUPANCY= 128

FLOOR PLAN GENERAL NOTES

1. ATTENTION ALL USERS OF THESE DRAWINGS,GENERAL CONTRACTORS,SUB-CONTRACTORS, MANUFACTURERS AND SUPPLIERS:CAREFULLY AND THOROUGHLY REVEIW THESE GENERAL NOTES .IT IS YOUR RESPONSIBILITY TO KNOW AND ADHERE TO THESE REQUIREMENTS .IF CONFLICT OCCURS , CONTACT ARCHITECT PRIOR TO COMMENCEMENT OF WORK.
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6. CONTRACTOR SHALL CROSS REFERENCE ALL SHEETS FOR WINDOW TYPES . ALL ALL HINGE SIDE DOOR JAMBS SHALL BE 5" FROM ADJACENT INTERSECTION,U.N.O
7. WINDOW TYPES MAY NOT APPEAR ON FLOOR PLANS
8. REFERENCE PLUMBING PLAN FOR FLOOR DRAINS.
9. FOR KITCHEN EQUIPMENT PLAN AND FOOD SERVICE EQUIPMENT/FURNITURE REFERENCE(K) SHEETS PROVIDED FROM FOOD SERVICE EQUIPMENT COMPANY /SUPPLIER /DESIGN/INSTALLATION .

S-2.021

FLOOR PLAN

PROJECT NORTH

NO.	DATE	DESCRIPTION

© 2018

CORE AND SHELL
ELDORADOPKWY & HILL
SIDE DR LITTLE ELX, TX 75068

Toptel llc 3899 Adams Ln FriscoTX 75034

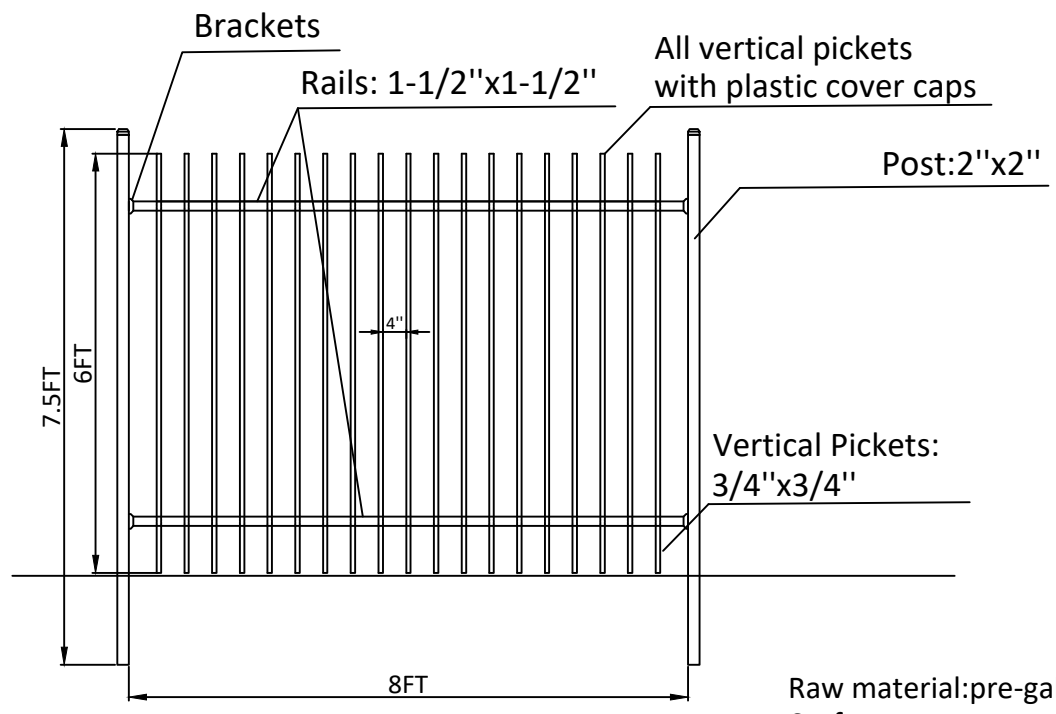
Project Status

PROJECT NO.:00000
DIMENTIONED FLOOR PLAN

A-201

OF_____

DRAWN: Author CHECKED:

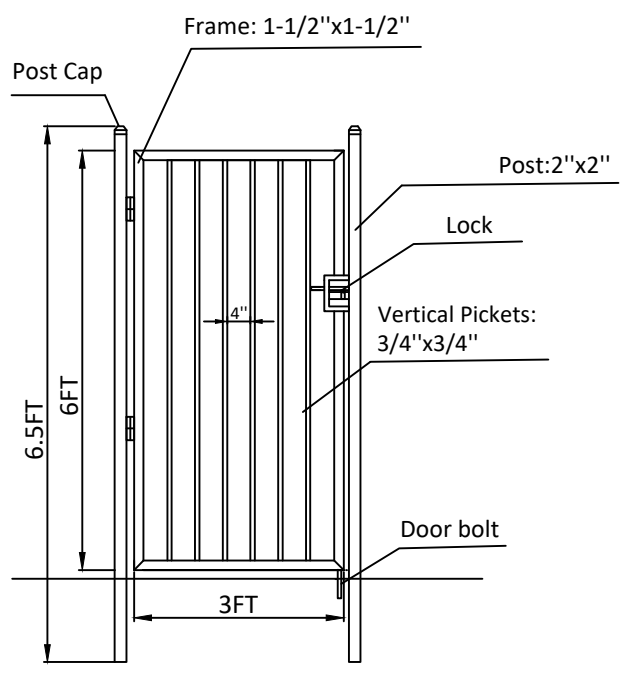


Raw material:pre-galvanized steel tube
Surface treatment:powder coated(black color)

Fence Drawing

REV	Date	Changed	By	Material	Client	Matt Shekari
01	n/a	n/a		Mass		
02				Lakeshore Plaza Shopping Dining Entertainment		
03						
04						
05						
06				Status	Drawn By	Jack
07				Status By	Checked By	Winter
				DIN A3 / SCALE 1:1 — Hongye Metal	Date	20220822

THIS DRAWING AND THE RELATED INFORMATION IS AND REMAINS THE EXCLUSIVE PROPERTY OF HONGYE METAL WITHOUT THE PRIOR WRITTEN CONSENT OF HONGYE THIS DRAWING AND THE RELATED INFORMATION MAY NEITHER BE COPIED OR REPRODUCED, NOR COMMUNICATED IN ANY WAY TO A THIRD PARTY, NOR USED FOR MANUFACTURING OUTSIDE HONGYE EACH INFRINGEMENT OF THESE INTELLECTUAL PROPERTY RIGHTS OF HONGYE GIVE RISE TO LEGAL PROCEEDINGS



REV	Date	Changed	By	Material	Client	Matt Shekari
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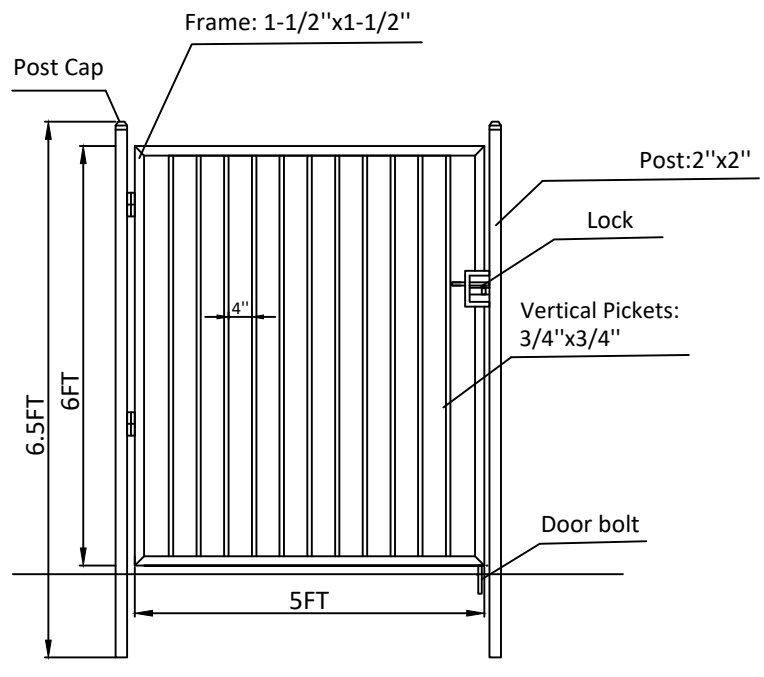

REV	Date	Changed	By	Material	Client	Matt Shekari
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LUX GARAGE DOORS

Colors

TRUE WHITE (TW) | ALMOND (AL) | WICKER TAN (WK) | SANDTONE (ST) | TERRATONE (TT) | DARK BROWN (DN)

GOLDEN OAK (OK)‡ | WALNUT (NT)‡ | MAHOGANY (MY)‡

Amarr steel doors are pre-painted; for custom colors, exterior latex paint must be used.

Visit **amarr.com** for instructions on painting. Actual paint colors may vary from samples shown.

‡ Price upcharge applies.

SOJOURN
CASTLE HILLS

Whirlpool®
Appliance Package

36-inch Wide Side-by-Side Counter Depth Refrigerator with StoreRight™ Dual Cooling System—23 cu. ft.

1.7 cu. ft. Microwave Hood Combination with Electronic Controls

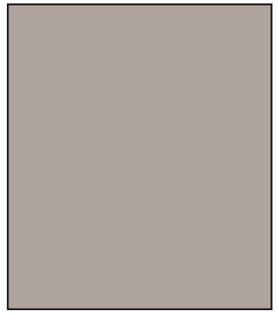
4.8 Cu. Ft. Freestanding Electric Range with FlexHeat™ Dual Radiant Element

Heavy-Duty Dishwasher with 1-Hour Wash Cycle

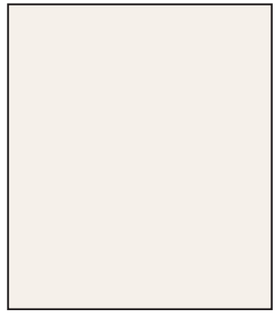
Note: Subject to change based on availability

'LAKESHORE LOFT #1' - DARK MODERN CABINETS, INTRICATE COUNTER, WARM GRAYS ***FINISHES AND FIXTURES ARE SUBJECT TO CHANGE BASED ON AVAILABILITY**

COLOR PALETTE



WALL
SHERWIN WILLIAMS
FUNCTIONAL GREY



TRIM
SHERWIN WILLIAMS
ALABASTER

ACCENT
SHERWIN WILLIAMS
URBANE BRONZE
*REFERENCE ONLY
NOT USED IN UNIT

FLOORING

LVT
NUCORE
LIGHT GRAY PLANK

CARPET
SHAW FLOORS
OUR HOME III - DOWNTOWN

LIGHTING FIXTURES

CEILING FAN
KITCHLER 330002NI
VASSAR 52" BRUSHED NICKEL

FIRE RATED RECESSED CAN FIXTURE
RP LIGHTING

ISLAND ACCENT LIGHTING
ELAN LIGHTING 84021-ZIN
9.75" HANGING GLOBE

LIGHTING FIXTURES

BATH/VANITY LIGHT
AFX LIGHTING-CHARLOTTE LED
VANITY 4.5"H x 3.375"W x 41.25"

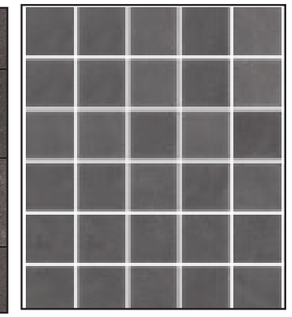
MANHATTAN SLAB
SLATE

HARDWARE
#1600-96 CKP BRAND
LINEAR - BRUSHED NICKEL

BATH

GRANITE COUNTERTOP
MSI STONE
LUNA PEARL

WALL TILE
FLORIDA TILE - EDGE
CARBON - BRICK LAY



SHOWER FLOOR TILE
FLORIDA - EDGE MOSAIC
CARBON

BATH FAUCET
MOEN GENTA
SINGLE-HANDLE

BATH SINK
KOHLER CAXTON
RECTANGLE UNDERMOUNT

BATH

FRAMED MIRROR
QUIOZEL LOCKPORT
24X36 BRUSHED NICKEL

HARDWARE
TOWEL RACK/RING
BRUSHED NICKEL

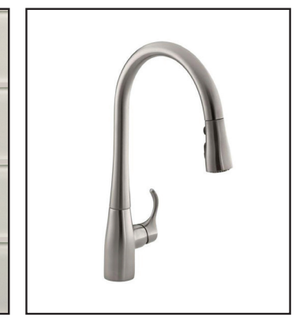
KITCHEN

MANHATTAN SLAB
SLATE

HARDWARE
#1600-96 CKP BRAND
LINEAR - BRUSHED NICKEL

GRANITE COUNTERTOP
MSI STONE
LUNA PEARL

BACKSPLASH
FLORIDA -PIECE OF MIND
BALANCE BEIGE - 11.75X11.75



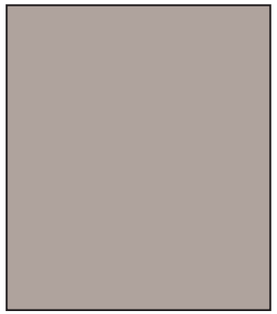
KITCHEN FAUCET
KOHLER SIMPLCE
SINGLE-HANDLE - BRUSHED

KITCHEN SINK
KOHLER VAULT
DUAL-MOUNT - STAINLESS

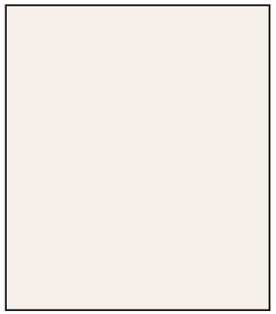
'LAKESHORE LOFT #2'- LIGHT MODERN CABINETS, LIGHT COUNTER, LIGHT/DARK CONTRASTS

***FINISHES AND FIXTURES ARE SUBJECT TO CHANGE BASED ON AVAILABILITY**

COLOR PALETTE



WALL
SHERWIN WILLIAMS
FUNCTIONAL GREY



TRIM
SHERWIN WILLIAMS
ALABASTER

ACCENT
SHERWIN WILLIAMS
URBANE BRONZE
*REFERENCE ONLY
NOT USED IN UNIT

FLOORING

LVT
NUCORE
LIGHT GRAY PLANK

CARPET
SHAW FLOORS
OUR HOME III - DOWNTOWN

LIGHTING FIXTURES

CEILING FAN
KITCHLER 330002NI
VASSAR 52" BRUSHED NICKEL

FIRE RATED RECESSED CAN FIXTURE
RP LIGHTING

ISLAND ACCENT LIGHTING
KITCHLER 43853NI
10"W x 9.25" H BRUSHED NICKEL

LIGHTING FIXTURES

BATH/VANITY LIGHT
AFX LIGHTING-CHARLOTTE LED
VANITY 4.5"H x 3.375"W x 41.25"

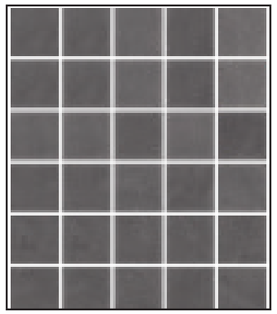
BATH

MANHATTAN SLAB
MATTE WHITE

HARDWARE
#489-3 CKP BRAND
LINEAR - BLACK

GRANITE COUNTERTOP
REPUBLIC ELITE
WHITE ROSE

WALL TILE
FLORIDA - STREAMLINE
ARCTIC MATTE - BRICK LAY



SHOWER FLOOR TILE
FLORIDA - EDGE MOSAIC
CARBON

BATH FAUCET
DELTA TRINSIC
SINGLE-HANDLE

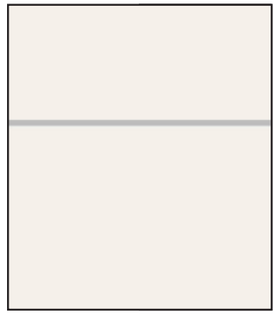
BATH SINK
KOHLER CAXTON
RECTANGLE UNDERMOUNT

BATH

FRAMED MIRROR
QUIOZEL LOCKPORT
24X36 BRUSHED NICKEL

HARDWARE
TOWEL RACK/RING
BLACK

KITCHEN



MANHATTAN SLAB
MATTE WHITE

HARDWARE
#489-3 CKP BRAND
LINEAR - BLACK

GRANITE COUNTERTOP
REPUBLIC ELITE
WHITE ROSE

BACKSPLASH
FLORIDA -PEACE OF MIND
BALANCE BEIGE 11.75X11.75

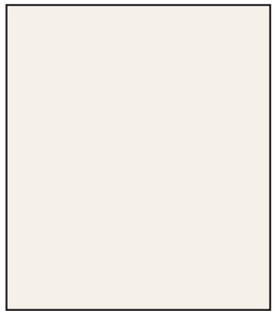
KITCHEN FAUCET
KOHLER SIMPLCE
SINGLE-HANDLE - BRUSHED

KITCHEN SINK
KOHLER VAULT
DUAL-MOUNT - STAINLESS

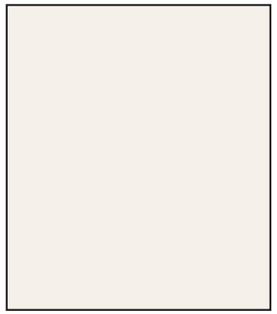
'LAKESHORE COTTAGE #1'- LIGHT CABINETS, LIGHT COUNTER, WHITE/BLACK CONTRASTS

***FINISHES AND FIXTURES ARE SUBJECT TO CHANGE BASED ON AVAILABILITY**

COLOR PALETTE



WALL
SHERWIN WILLIAMS
ALABASTER



TRIM
SHERWIN WILLIAMS
ALABASTER

ACCENT
SHERWIN WILLIAMS
INKWELL
*REFERENCE ONLY
NOT USED IN UNIT

FLOORING

LVT
NUCORE
COFFEE OAK PLANK

CARPET
SHAW FLOORS
OUR HOME III - SUNBLEACHED

LIGHTING FIXTURES

CEILING FAN
KITCHLER 330002WH
52" VASAR CEILING FAN
WHITE

FIRE RATED RECESSED CAN FIXTURE
RP LIGHTING

ISLAND ACCENT LIGHTING
ANP LIGHTING W516-BLC
BLACK SHADE 16" PENDANT

LIGHTING FIXTURES

BATH/VANITY LIGHT
KITCHLER 45458OZ
14.75"W x 10" H BRONZE

BATH

SHAKER
MATTE WHITE

HARDWARE
#55277 AMEROCK PULL
GOLDEN CHAMPAGNE

GRANITE COUNTERTOP
REPUBLIC ELITE
WHITE ROSE

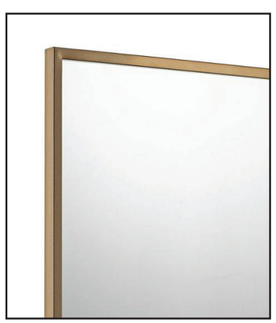
WALL TILE
FLORIDA - STREAMLINE
ARCTIC MATTE - BRICK LAY

SHOWER FLOOR TILE
FLORIDA - EDGE MOSAIC
SILVER

BATH FAUCET
DELTA TRINSIC
SINGLE HOLE - CHAMPAGNE

BATH SINK
KOHLER CAXTON
RECTANGLE UNDERMOUNT

BATH



FRAMED MIRROR
QUIOZEL LOCKPORT
24X36 ANTIQUE BRASS

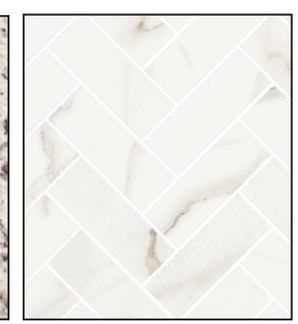
HARDWARE
TOWEL RACK/RING
BLACK BRONZE

KITCHEN

SHAKER
MATTE WHITE

HARDWARE
#55277 AMEROCK PULL
BLACK BRONZE

GRANITE COUNTERTOP
REPUBLIC ELITE
WHITE ROSE



BACKSPLASH
FLORIDA - PRECIOUS HDP
CALACATTA - HERRINGBONE

KITCHEN FAUCET
KOHLER SIMPLCE
SINGLE-HANDLE - BLACK

KITCHEN SINK
KOHLER VAULT
DUAL-MOUNT - STAINLESS

'LAKESHORE COTTAGE #2'- WARM GRAY CABINETS, LIGHT COUNTER, BLACK ACCENTS ***FINISHES AND FIXTURES ARE SUBJECT TO CHANGE BASED ON AVAILABILITY**

COLOR PALETTE

WALL
SHERWIN WILLIAMS
REPOSE GRAY

TRIM
SHERWIN WILLIAMS
ALABASTER

ACCENT
SHERWIN WILLIAMS
SW GAUNTLET GRAY
*REFERENCE ONLY
NOT USED IN UNIT

FLOORING

LVT
NUCORE
COFFEE OAK PLANK

CARPET
SHAW FLOORS
OUR HOME III - SUNBLEACHED

LIGHTING FIXTURES

CEILING FAN
KITCHLER 330002WH
52" VASAR CEILING FAN
WHITE

FIRE RATED RECESSED CAN FIXTURE
RP LIGHTING

ISLAND ACCENT LIGHTING
KITCHLER 44217CLP
INDUSTRIAL FRAMES PENDANT

LIGHTING FIXTURES

BATH/VANITY LIGHT
KICHLER 45973OZ
AVERY 24"W x 9.25" H BRONZE

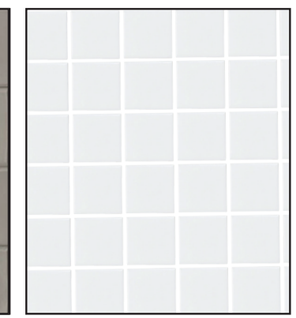
BATH

SHAKER
SLATE

HARDWARE
#55277 AMEROCK PULL
BLACK BRONZE

GRANITE COUNTERTOP
REPUBLIC ELITE
WHITE ROSE

WALL TILE
ERGON TREND
GRAY-5X10

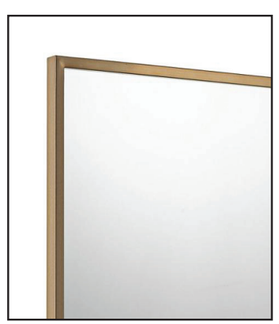


SHOWER FLOOR TILE
FLORIDA-MOSAIC ART
WHITE

BATH FAUCET
DELTA TRINSIC
SINGLE HOLE - CHAMPAGNE

BATH SINK
KOHLER CAXTON
RECTANGLE UNDERMOUNT

BATH



FRAMED MIRROR
QUIOZEL LOCKPORT
24X36 ANTIQUE BRASS

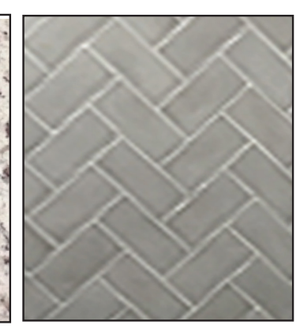
HARDWARE
TOWEL RACK/RING
BLACK

KITCHEN

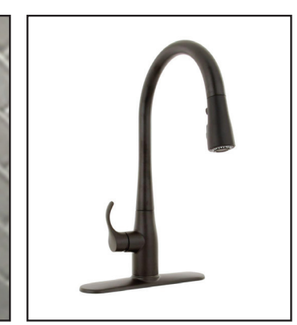
SHAKER
SLATE

HARDWARE
#55277 AMEROCK PULL
BLACK BRONZE

GRANITE COUNTERTOP
REPUBLIC ELITE
WHITE ROSE



BACKSPLASH
FLORIDA TILE
STREAMLINE DOVE GRAY-
3X6



KITCHEN FAUCET
KOHLER SIMPLCE
SINGLE-HANDLE - BLACK

KITCHEN SINK
KOHLER VAULT
DUAL-MOUNT - STAINLESS

Date:	10/18/2022
Agenda Item #:	6. D.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Matt Mahdi Shekari with Lake Shore Plaza LLC.**

DESCRIPTION:

The attached agreement is to solidify the Planned Development and the intended design of the proposed residential development as outlined in the associated development documents and plans for Lakeshore Plaza Planned Development.

It should be noted that there are blank pages for exhibits within the PD and Development Agreement itself where items are missing and still need to be provided. The Condominium Declaration and Declaration of Access and Shared Use are two documents that need to be revised from the previously submitted request in 2021 but have been attached for reference.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

Staff requests direction from Town Council.

Attachments

Development Agreement - Lakeshore Plaza PD

Condominium Declaration 2021

Declaration of Access and Shared Use 2021

STATE OF TEXAS	**§**	**DEVELOPMENT AGREEMENT**
	§	**FOR LAKESHORE PLAZA PD**
COUNTY OF DENTON	**§**	

This Development Agreement for the Lakeshore Plaza Planned Development ("**Agreement**") is entered into between Lake Shore Plaza, LLC ("**Developer**"), whose address for purposes of this Agreement is 3899 Adams Lane, Frisco, TX, and the Town of Little Elm, Texas ("**Town**"), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. Developer and the Town are sometimes referred herein together as the "**Parties**" and individually as a "**Party**."

Recitals:

1. Developer is the owner of approximately 4.159 acres located at the southwest corner of Hillside Drive and Eldorado Parkway, in the Town of Little Elm, Texas (the "**Property**"**)**, which Property is more particularly described in **Exhibit A** attached hereto.

2. In furtherance of the development of the Property, the Parties have negotiated certain matters regarding the Property as set forth in this Agreement.

3. The Parties seek to memorialize these negotiated matters and to include them in this contractually-binding Agreement.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties do hereby agree as follows:

Section 1. **Incorporation of Premises.** The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. **Term.** This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so ("**Effective Date**"). This Agreement shall remain in full force and effect from the Effective Date until terminated by the mutual agreement of all of the Parties in writing, or until all obligations in the Agreement have been fulfilled ("**Term**").

Section 3. **Agreements.** The Parties agree as follows:

A. The negotiated and agreed upon zoning and development standards contained in the Lakeshore Plaza PD Ordinance, which incorporate by reference the general zoning regulations of the Town's zoning ordinance, are hereby adopted and incorporated into this Agreement as contractually-binding obligations of the Developer.

B. All exhibits attached to this agreement.

C. Shared access and use agreement.

D. Formation of Condominium Association.

E. Maintain ceiling heights as required by the Lakefront District.

F. Signage that references the residential units on this property as condominiums.

G. Fulfilment of the tree mitigation requirement.

Section 4. Miscellaneous.

A. Applicability of Town Ordinances. When the Property is developed, Developer shall construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.

B. Default/Mediation. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (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 determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, 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. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

C. Venue. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Denton County, Texas.

D. Relationship of Parties. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.

E. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall 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.

F. **Cumulative Rights and Remedies**. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

G. **Exhibits**. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

H. **Surviving Rights**. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.

I. **Applicable Laws**. This Agreement is made subject to the existing provisions of the Charter of the Town of Little Elm, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.

J. **Authority to Execute**. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

K. **Amendments**. This Agreement may be only amended or altered by written instrument signed by the Parties.

L. **Headings**. The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.

M. **Entire Agreement**. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

N. **Filing in Deed Records**. This Agreement shall be recorded in the real property records of Denton County, Texas. This Agreement and all of its terms, conditions, and provisions is and shall constitute a restriction and condition upon the development of the

Property and all portions thereof and a covenant running with the Property and all portions thereof, and is and shall be binding upon Developer and all of Developer's heirs, successors, and assigns and the future owners of the Property and any portion thereof; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any final platted residential lot upon which a completed home has been constructed.

O. **Notification of Sale or Transfer; Assignment of Agreement**. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "**Assignee**") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement with respect to the portion of the Property transferred to Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor owner, and if the Developer or any Assignee is in default under this Agreement, such default shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting Developer or Assignee. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor developer, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. 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. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

P. **Sovereign Immunity**. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

Q. **Exactions/Infrastructure Costs**. Developer has been represented by legal counsel, or has had an opportunity to do so, in the negotiation of this Agreement, and been advised, or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Agreement are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all

liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

R. **Waiver of Texas Government Code § 3000.001 et seq**. With respect to the improvements constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005.

S. **Rough Proportionality**. Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement. Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed by this Agreement.

T. **Form 1295 Certificate.** The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

U. **Undocumented Workers Provision.** The Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the Town notifies Developer of the violation.

V. **No Israel Boycott Provision**. In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this contract on behalf of Developer verifies by Developer's signature on this Agreement that the company does not boycott Israel and will not boycott Israel during the term of this contract

W. Prohibition on Contracts with Certain Companies Provision. In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

X. Report Agreement to Comptroller's Office. Town covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021). [For Chapter 380 Agreements]

Y. Verification Against Discrimination of Firearm or Ammunition Industries. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

Z. Verification Against Discrimination Developer Does Not Boycott Energy Companies. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

DEVELOPER **a _____ company**	**TOWN OF LITTLE ELM, TEXAS**
By: _____	By:_____ Matt Mueller Town Manager
Date:_____	Date:_____
	ATTEST:

By:_____

Caitlan Biggs
Town Secretary

STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this _____ day of _____, 2022, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By:_____
Notary Public, State of Texas

My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

Before me, the undersigned authority, on this _____ day of _____, 2022, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of _____.

[Seal]

By:_____
Notary Public, State of Texas

My Commission Expires:_____

EXHIBIT A

Property Description

EXHIBIT B

PD Ordinance

EXHIBIT C

Shared access and use agreements.

TOWN OF LITTLE ELM

ORDINANCE NO. 1689

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING FROM LAKEFRONT DISTRICT, TO A NEW PLANNED DEVELOPMENT – LAKEFRONT (PD-LF) DISTRICT IN ORDER TO CAPTURE EXISTING DEVELOPMENT AND ALLOW A NEW MIXED-USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT WITH MODIFIED USES AND DEVELOPMENT STANDARDS ON 4.159 ACRES OF LAND GENERALLY LOCATED AT 550 EAST ELDORADO PARKWAY; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Little Elm ("Town") is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Charter adopted on May 1, 2001; and

WHEREAS, the Town possesses all the rights, powers, and authorities possessed by all home rule municipalities, including the authority to regulate land uses under Chapter 211 of the Texas Local Government Code; and

WHEREAS, a request for Planned Development-Lakefront (PD-LF) with modified uses and development standards on approximately 4.159 acres of land, more specifically described in the exhibits, attached hereto; and

WHEREAS, this zoning change is in accordance with the most current adopted Comprehensive Plan of the Town of Little Elm; and

WHEREAS, the Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested zoning change described herein; and

WHEREAS, at its regular meeting held on October 6, 2022 the Planning & Zoning Commission considered and made recommendations on a request for Planned

Development-Lakefront (PD-LF), Case No. PD-22-01632); and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the request is in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

SECTION 1. INCORPORATION OF PREMISES. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by issuing Planned Development-Lakefront (PD-LF) with modified uses and development standards in order capture existing development and allow new commercial and residential development with modified uses and development standards as well as expand the existing daycare facility, the same generally located at 550 East Eldorado Parkway, within Little Elm Town limits, approximately 4.159 acres of land more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The permitted uses and standards shall be in accordance with the Lakefront (LF) District, unless otherwise specified herein:

a) The Zoning and Land Use Regulations, and all conditions set forth in **Exhibit B** attached hereto and made a part hereof for all purposes shall be adhered to in their entirety for the purposes of this Planned Development-Lakefront (PD-LF). In the event of conflict between the provisions of **Exhibit B** and provisions of any other exhibit, the provisions of **Exhibit B** control.

SECTION 4. PLANNED DEVELOPMENT MASTER PLAN The Concept Plan Exhibit and related plans, images, and documents approved and described as **Exhibit C** attached hereto and made a part hereof are approved. The subject property shall be improved in accordance with the plans set forth in **Exhibit C**.

a) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then

the Planned Development Master Plan shall expire. If the Planned Development Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two year expiration shall be granted if a development application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.

b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council.

c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

SECTION 5. SAVINGS. This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are indirect conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 5. ZONING MAP. The official zoning map of the Town shall be amended to reflect the changes in zoning made by this ordinance.

SECTION 6. PENALTY. Any person, firm, or corporation violating any of the provision of this ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars ($2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 7. SEVERABILITY. The sections, paragraphs, sentences , phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

SECTION 8. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of that conflict.

SECTION 9. EFFECTIVE DATE. That this Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 18th day of October, 2022.

Town of Little Elm, Texas

_____

Curtis Cornelious, Mayor

ATTEST:

_____

Caitlan Biggs, Town Secretary

Exhibit A

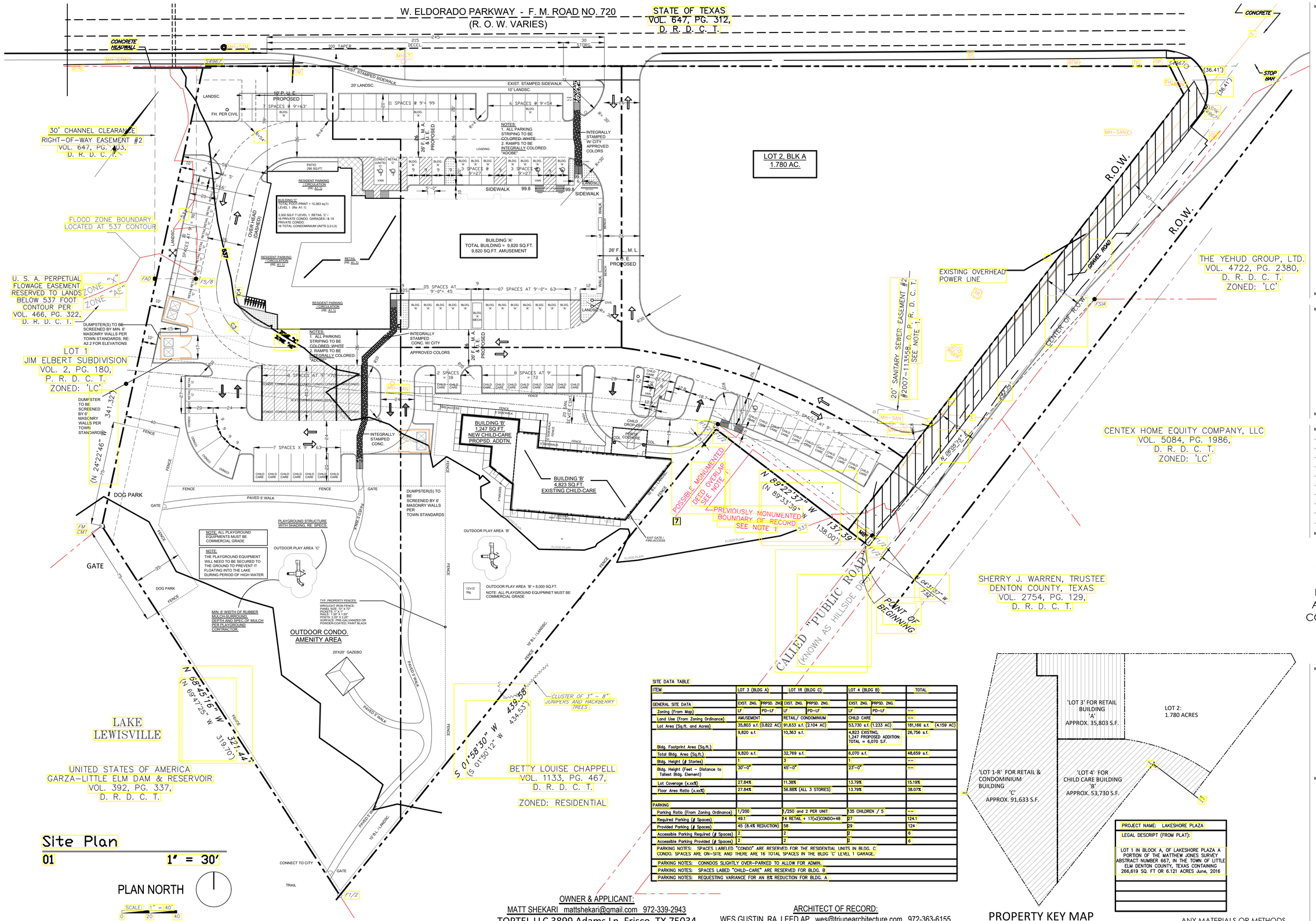
Metes and Bounds

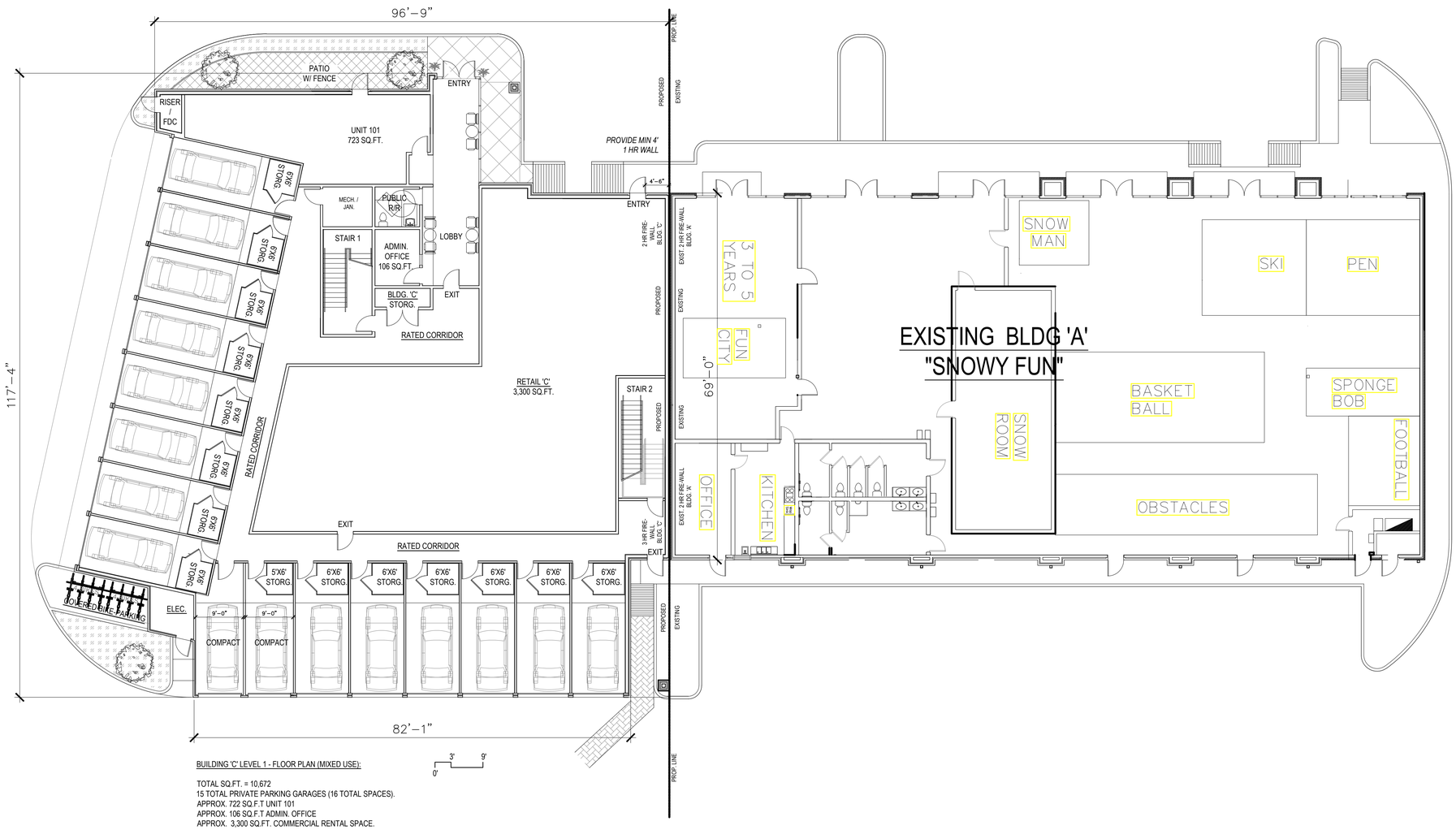
Exhibit B

PD Standards

Exhibit C

Development Plans


W. ELDORADO PARKWAY - F. M. ROAD NO. 720
(R. O. W. VARIES)
STATE OF TEXAS
VOL. 647, PG. 312,
D. R. D. C. T.
CONCRETE HEADWALL
30' CHANNEL CLEARANCE
RIGHT-OF-WAY EASEMENT #2
VOL. 647, PG. 303,
D. R. D. C. T.
FLOOD ZONE BOUNDARY
LOCATED AT 537 CONTOUR
U. S. A. PERPETUAL
FLOWAGE EASEMENT
RESERVED TO LANDS
BELOW 537 FOOT
CONTOUR PER
VOL. 466, PG. 322,
D. R. D. C. T.
ZONE "X"
ZONE "AE"
LOT 1
JIM ELBERT SUBDIVISION
VOL. 2, PG. 180,
P. R. D. C. T.
ZONED: 'LC'
LOT 2, BLK A
1.780 AC.
BUILDING 'A'
TOTAL BUILDING = 9,820 SQ.FT.
9,820 SQ.FT. AMUSEMENT
BUILDING 'B'
1,247 SQ.FT.
NEW CHILD-CARE
PROPSD. ADDTN.
BUILDING 'B'
4,823 SQ.FT.
EXISTING CHILD-CARE
DOG PARK
OUTDOOR CONDO.
AMENITY AREA
LAKE
LEWISVILLE
UNITED STATES OF AMERICA
GARZA-LITTLE ELM DAM & RESERVOIR
VOL. 392, PG. 337,
D. R. D. C. T.
BETTY LOUISE CHAPPELL
VOL. 1133, PG. 467,
D. R. D. C. T.
ZONED: RESIDENTIAL
THE YEHUD GROUP, LTD.
VOL. 4722, PG. 2380,
D. R. D. C. T.
ZONED: 'LC'
CENTEX HOME EQUITY COMPANY, LLC
VOL. 5084, PG. 1986,
D. R. D. C. T.
ZONED: 'LC'
SHERRY J. WARREN, TRUSTEE
DENTON COUNTY, TEXAS
VOL. 2754, PG. 129,
D. R. D. C. T.
CALLED "PUBLIC ROAD"
(KNOWN AS HILLSIDE DR.)
POINT OF BEGINNING
R.O.W.
GRAVEL ROAD
EXISTING OVERHEAD POWER LINE
20' SANITARY SEWER EASEMENT #2
#2007-113558, O. P. R. D. C. T.
SEE NOTE 1
POSSIBLE MONUMENTED DEED OVERLAP SEE NOTE 1
PREVIOUSLY MONUMENTED BOUNDARY OF RECORD SEE NOTE 1
N 89°22'37" W
(N 89°33'39" W)
137.39
(138.00')
N 04°37'07" W
7.53'
S 01°58'30" W
(S 01°50'12" W)
433.58'
434.53')
N 58°43'16" W
(N 69°47'25" W)
321.44'
319.70')
N 24°22'46"
(N 24°22'46")
341.32'
CLUSTER OF 3" - 8" JUNIPERS AND HACKBERRY TREES
OUTDOOR PLAY AREA 'A'
OUTDOOR PLAY AREA 'B'
OUTDOOR PLAY AREA 'C'
OUTDOOR PLAY AREA 'B' = 8,000 SQ.FT.
NOTE: ALL PLAYGROUND EQUIPMNET MUST BE COMMERCIAL GRADE
NOTE: ALL PLAYGROUND EQUIPMENTS MUST BE COMMERCIAL GRADE
NOTE: THE PLAYGROUND EQUIPMENT WILL NEED TO BE SECURED TO THE GROUND TO PREVENT IT FLOATING INTO THE LAKE DURING PERIOD OF HIGH WATER.
MIN. 6" WIDTH OF RUBBER MULCH-SURROUND. DEPTH AND SPEC OF MULCH PER PLAYGROUND CONTRACTOR.
PLAYGROUND STRUCTURE WITH SHADING. RE: SPECS.
20'X20' GAZEBO
CONNECT TO CITY
TRAIL
GATE
DUMPSTER(S) TO BE SCREENED BY 6' MASONRY WALLS PER TOWN STANDARDS
DUMPSTER TO BE SCREENED BY 6' MASONRY WALLS PER TOWN STANDARDS
DUMPSTER(S) TO BE SCREENED BY MIN. 6' MASONRY WALLS PER TOWN STANDARDS. RE: A2.2 FOR ELEVATIONS
INTEGRALLY STAMPED CONC. W/ CITY APPROVED COLORS
INTEGRALLY STAMPED W/ CITY APPROVED COLORS
NOTES:
1. ALL PARKING STRIPING TO BE COLORED: WHITE
2. RAMPS TO BE INTEGRALLY COLORED: "ADOBE"
BUILDING 'A'
TOTAL FOOT PRINT = 10,363 sq.f.t
LEVEL 1 (Re: A1.1)
3,300 SQ.F.T LEVEL 1 RETAIL 'C' /
16 PRIVATE CONDO GARAGES / & 1X PRIVATE CONDO
16 TOTAL CONDOMINIUM UNITS (L2-L3)
TYP. PROPERTY FENCES:
WROUGHT IRON FENCE:
PANEL SIZE: 10' x 72"
POSTS: 3" x 3"
RAILS: 2.50" x 1.50"
POSTS: 2.50" x 2.50"
SURFACE: PRE-GALVANIZED OR POWDER-COATED; PAINT BLACK
PATIO 266 SQ.FT.
RESIDENT PARKING FABRICATION (RE: A1.1)
RETAIL (RE: A1.1)
OVERHEAD (DASHED)
FH. PER CIVIL
EXIST. STAMPED SIDEWALK
20' LANDSC.
10' LANDSC.
10' P. U. E. PROPOSED
26' F. M. L. & B. E. PROPOSED
SIDEWALK
PAVED 5' WALK
PAVED 3' WALK
FENCE
FLOOD PLAIN
EXIT GATE / FIRE-ACCESS
POSSIBLE MONUMENTED DEED OVERLAP SEE NOTE 1
PREVIOUSLY MONUMENTED BOUNDARY OF RECORD SEE NOTE 1
POINT OF BEGINNING
CENTER OF R.O.W.
CONCRETE
STOP BAR
(36.41')
(36.41')
(36.41')



BUILDING 'C' LEVEL 1 - FLOOR PLAN (MIXED USE):

TOTAL SQ.FT. = 10,672
15 TOTAL PRIVATE PARKING GARAGES (16 TOTAL SPACES).
APPROX. 722 SQ.F.T UNIT 101
APPROX. 106 SQ.F.T ADMIN. OFFICE
APPROX. 3,300 SQ.FT. COMMERCIAL RENTAL SPACE.

Level 1 – Overall

01 3/32" = 1'–0"

PLAN NORTH

OWNER & APPLICANT:
MATT SHEKARI mattshekari@gmail.com 972-339-2943
TOPTEL LLC 3899 Adams Ln, Frisco, TX 75034

ARCHITECT OF RECORD:
WES GUSTIN, RA, LEED AP wes@triunearchitecture.com 972-363-6155

ANY MATERIALS OR METHODS CONTAINING OR USING ASBESTOS ARE PROHIBITED

TRiUNE ARCHITECTURE
972-363-6155
www.triunearchitecturepllc.com

Lakeshore Plaza
Bldg. 'C'

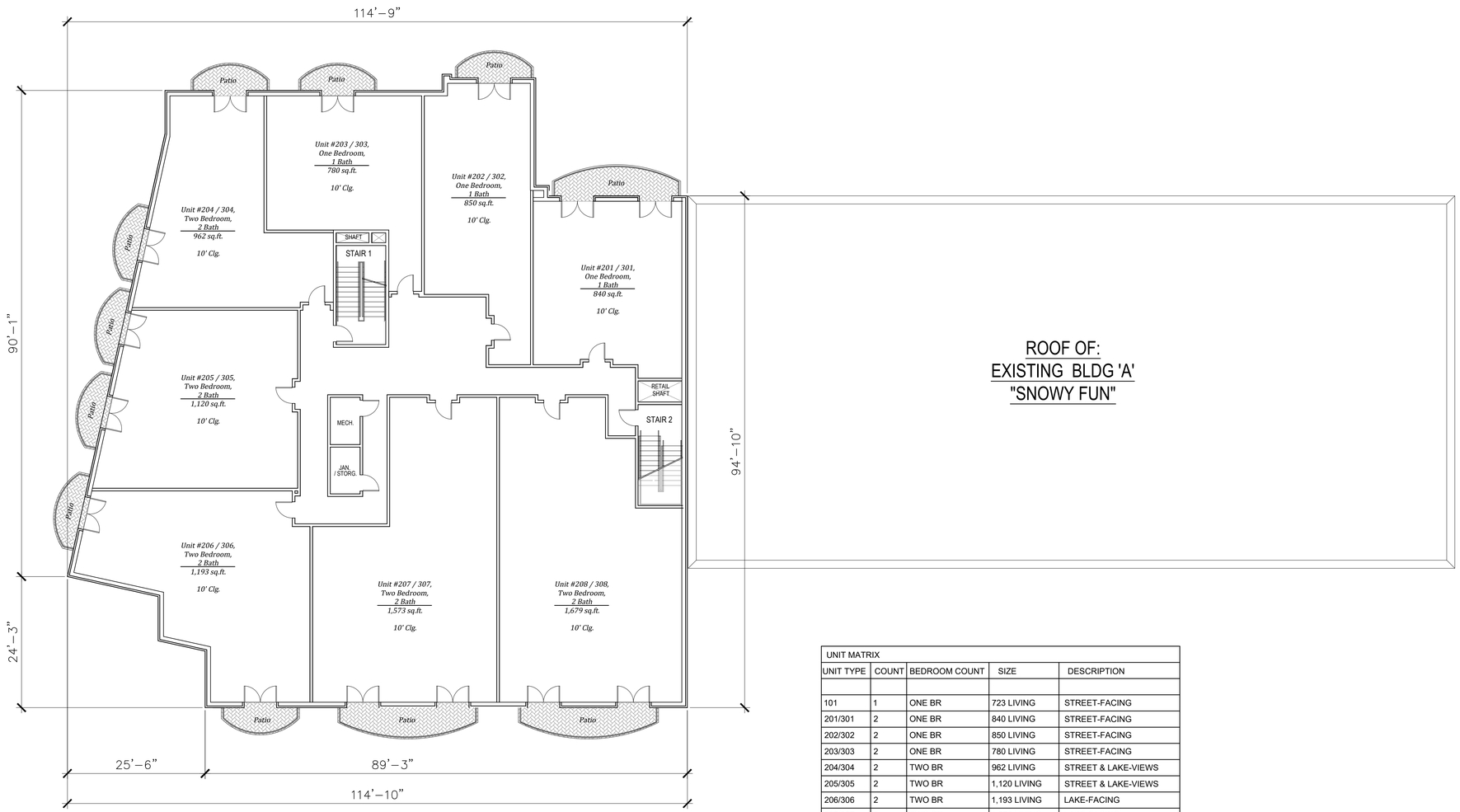
Eldorado Pkwy. and Hillside Dr.
Little Elm, TX
75206

PRELIMINARY NOT FOR REGULATORY APPROVAL OR COPNSTRUCTION

Project #: 2003.00

Level 1 Overall Floor Plan

A1.1



UNIT MATRIX				
UNIT TYPE	COUNT	BEDROOM COUNT	SIZE	DESCRIPTION
101	1	ONE BR	723 LIVING	STREET-FACING
201/301	2	ONE BR	840 LIVING	STREET-FACING
202/302	2	ONE BR	850 LIVING	STREET-FACING
203/303	2	ONE BR	780 LIVING	STREET-FACING
204/304	2	TWO BR	962 LIVING	STREET & LAKE-VIEWS
205/305	2	TWO BR	1,120 LIVING	STREET & LAKE-VIEWS
206/306	2	TWO BR	1,193 LIVING	LAKE-FACING
207/307	2	TWO BR	1,573 LIVING	LAKE-FACING
208/308	2	TWO BR	1,679 LIVING	LAKE-FACING
TOTAL	17			

BUILDING 'C' LEVEL 2,3 - FLOOR PLAN (LIVING UNITS):

GRAND TOTAL SQ.FT. = 11,259 (NOT INCLUDING PATIOS)

0' 3' 9'

Level 2 & 3

01 3/32" = 1'–0"

PLAN NORTH

OWNER & APPLICANT:
MATT SHEKARI mattshekari@gmail.com 972-339-2943
TOPTEL LLC 3899 Adams Ln, Frisco, TX 75034

ARCHITECT OF RECORD:
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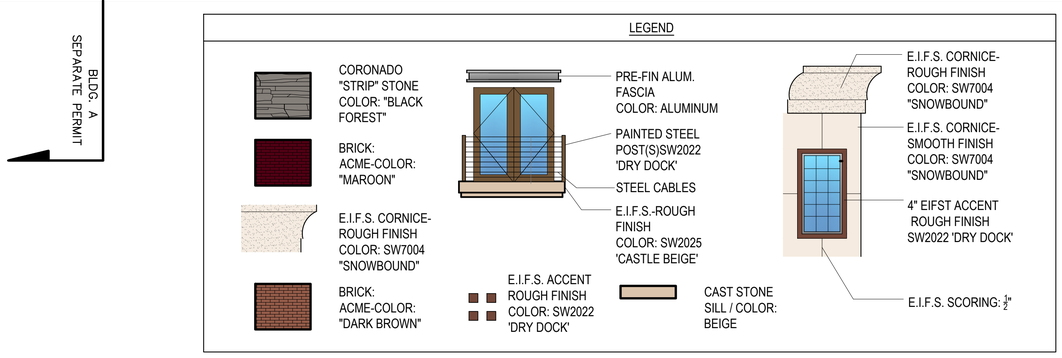
Project #: 2003.00

Level 2 & 3

A1.2

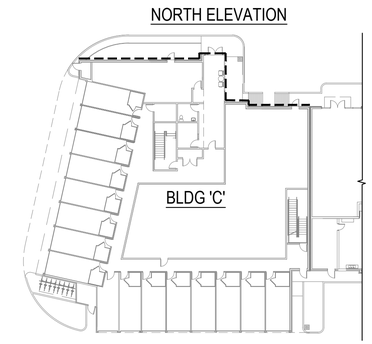
- This Façade Plan is for conceptual purposes only. All Building plans require review and approval by Development Services.
- All mechanical units shall be screened from public view as required by the
- All signage areas and locations are subject to approval of Development Services Director
- When permitted, exposed utility boxes and conduits shall be painted to match the building
- Roof access shall be provided internally, unless otherwise permitted by the Chief Building Official



MATERIAL TABULATIONS: 5,844
Total Elev. Surface = 5,844
Total Windows & Doors = 634
Total Elev (Minus Doors/Windows).: 5,210 sq.ft.
2,709 sq.ft. Brick (52%)
1,250 sq.ft. Stucco (24%)
834 sq.ft. Stacked Stone (16%)
417 sq.ft. Accent Materials (8%):
-Metal Awnings
-EIFS Cornices & Accents

0' 3' 9'

NORTH ELEVATION



Floor Plan Key
02 1" = 300'

PLAN NORTH

Front Elevation-Building 'C' (North)
01 3/16" = 1'-0'

OWNER & APPLICANT:
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EXTERIOR ELEVATION

A2.1

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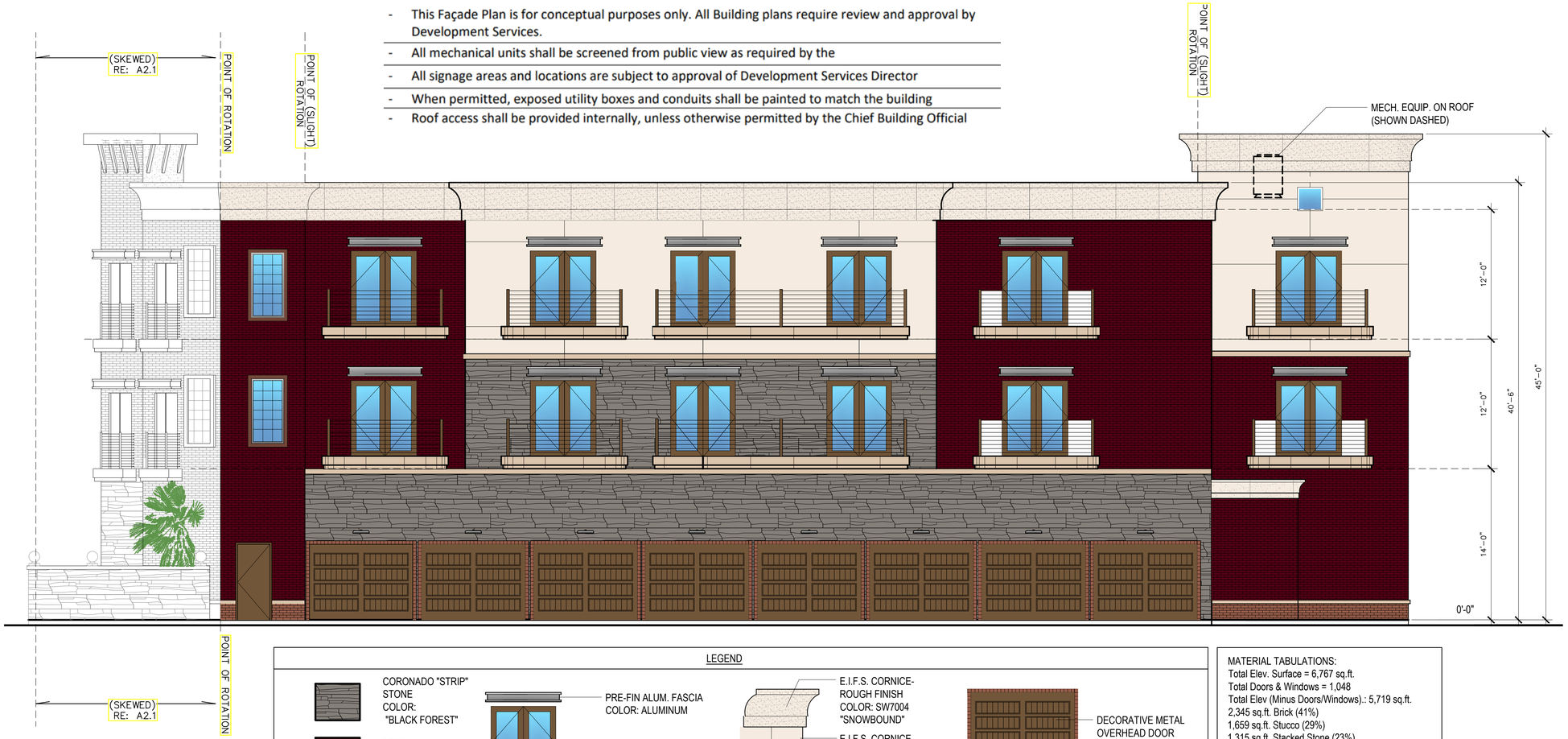


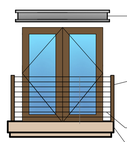
LEGEND

CORONADO "STRIP" STONE COLOR: "BLACK FOREST"

BRICK: ACME-COLOR: "MAROON"

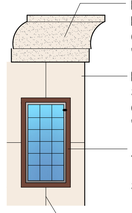
E.I.F.S. CORNICE-ROUGH FINISH COLOR: SW7004 "SNOWBOUND"

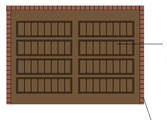
BRICK: ACME-COLOR: "DARK BROWN"



E.I.F.S. ACCENT ROUGH FINISH COLOR: SW2022 'DRY DOCK'

CAST STONE SILL / COLOR: BEIGE





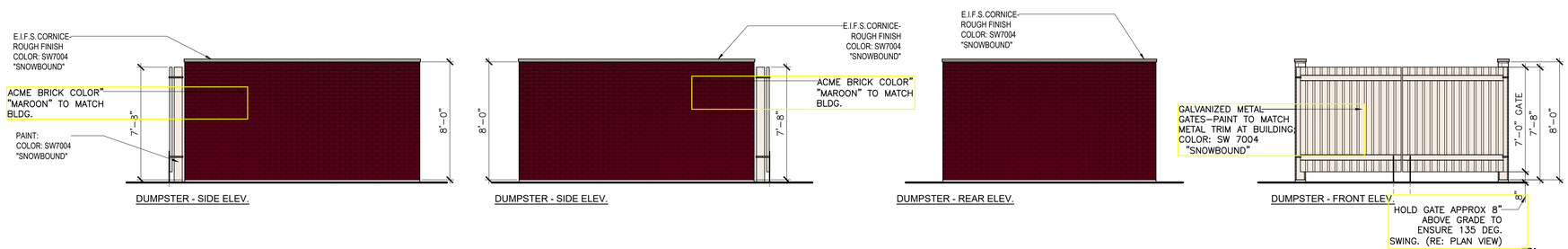
DECORATIVE METAL OVERHEAD DOOR BY "LUX" , COLOR: "WALNUT"

ROWLOCK SURROUND TO MATCH THE "ACME - DARK BROWN"

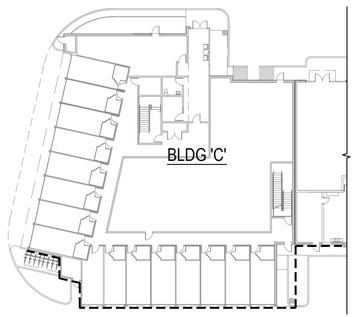
MATERIAL TABULATIONS:
Total Elev. Surface = 6,767 sq.ft.
Total Doors & Windows = 1,048
Total Elev (Minus Doors/Windows).: 5,719 sq.ft.
2,345 sq.ft. Brick (41%)
1,659 sq.ft. Stucco (29%)
1,315 sq.ft. Stacked Stone (23%)
400 sq.ft. Accent Materials (7%):
-Metal Awnings
-EIFS Cornices & Accents

3' 9'
0'

Side Elevation-Building 'C' (West)
01 3/16" = 1'-0'



Dumpster Elevations
02 1/4" = 1'-0'



SOUTH ELEVATION

Floor Plan Key
03 1" = 300'

PLAN NORTH

OWNER & APPLICANT:
MATT SHEKARI mattshekari@gmail.com 972-339-2943
TOPTEL LLC 3899 Adams Ln, Frisco, TX 75034

ARCHITECT OF RECORD:
WES GUSTIN, RA, LEED AP wes@triunearchitecture.com 972-363-6155

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Lakeshore Plaza
Bldg. 'C'

Eldorado Pkwy. and Hillside Dr.
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75206

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Project #: 2003.00

EXTERIOR ELEVATION

A2.2

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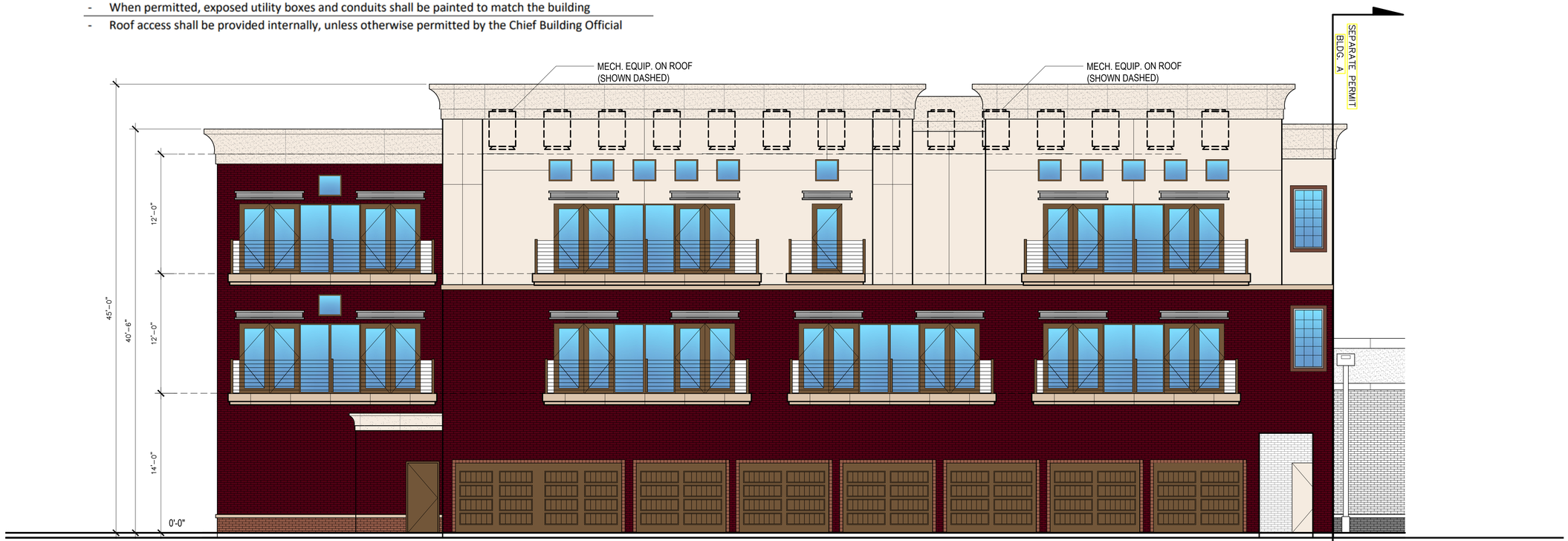
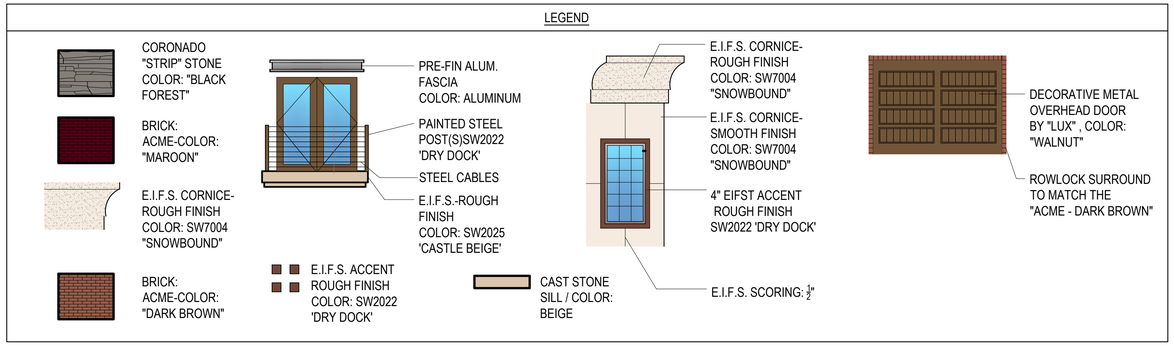
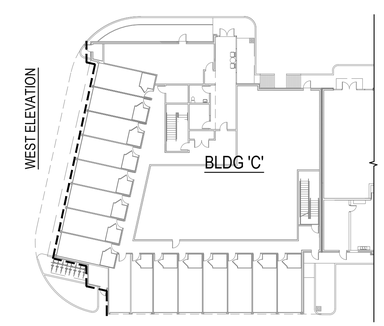
- Roof access shall be provided internally, unless otherwise permitted by the Chief Building Official





MATERIAL TABULATIONS:
Total Elev. Surface = 7,112 sq.ft.
Total Doors & Windows = 1,264 sq.ft.
Total Elev (Minus Doors/Windows).: 5,848 sq.ft.
4,094 sq.ft. Brick (70%)
1,287 sq.ft. Stucco (22%)
467 sq.ft. Accent Materials (8%):
-Metal Awnings
-EIFS Cornices & Accents
-Cedar Trellis

3' 9'
0'



Floor Plan Key
02 1" = 300'

PLAN NORTH

Rear Elevation-Building 'C' (South)
01 3/16" = 1'-0'

OWNER & APPLICANT:
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PRELIMINARY
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Project #: 2003.00

EXTERIOR
ELEVATION

A2.3

ANY MATERIALS OR METHODS
CONTAINING OR USING ASBESTOS
ARE PROHIBITED

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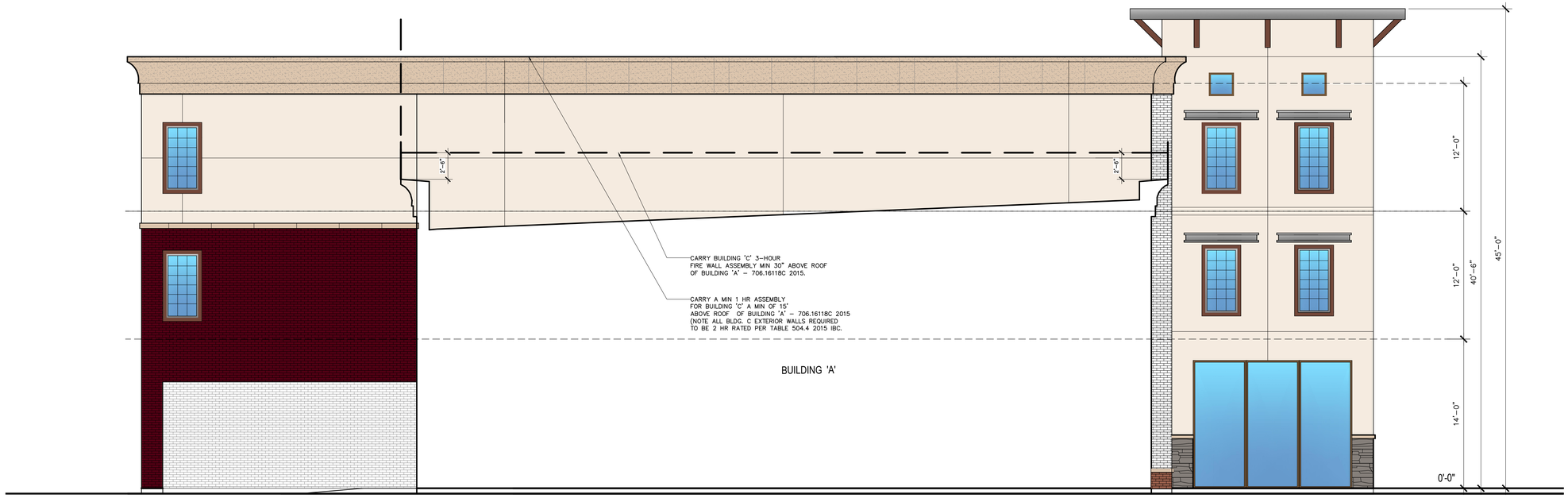


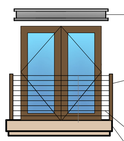
LEGEND

CORONADO "STRIP" STONE COLOR: "BLACK FOREST"

BRICK: ACME-COLOR: "MAROON"

E.I.F.S. CORNICE-ROUGH FINISH COLOR: SW7004 "SNOWBOUND"

BRICK: ACME-COLOR: "DARK BROWN"



PRE-FIN ALUM. FASCIA COLOR: ALUMINUM

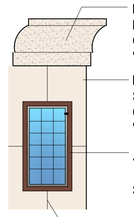
PAINTED STEEL POST(S)SW2022 'DRY DOCK'

STEEL CABLES

E.I.F.S.-ROUGH FINISH COLOR: SW2025 'CASTLE BEIGE'

E.I.F.S. ACCENT ROUGH FINISH COLOR: SW2022 'DRY DOCK'

CAST STONE SILL / COLOR: BEIGE



E.I.F.S. CORNICE-ROUGH FINISH COLOR: SW7004 "SNOWBOUND"

E.I.F.S. CORNICE-SMOOTH FINISH COLOR: SW7004 "SNOWBOUND"

4" EIFST ACCENT ROUGH FINISH SW2022 'DRY DOCK'

E.I.F.S. SCORING: ½"

MATERIAL TABULATIONS:
Total Elev. Surface = 5,791 sq.ft.
Total Doors & Windows = 284 sq.ft.
Total Elev (Minus Doors/Windows).: 5,507 sq.ft.
3,305 sq.ft. Brick (60%)
1,707 sq.ft. Stucco (31%)
165 sq.ft. Stacked Stone (3%)
330 sq.ft. Accent Materials (6%):
-Metal Awnings
-EIFS Cornices & Accents

0' 3' 9'

Side Elevation-Building 'C' (East)
01 3/16" = 1'-0'

OWNER & APPLICANT:
MATT SHEKARI mattshekari@gmail.com 972-339-2943
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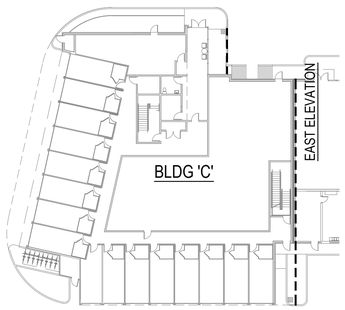

Floor Plan Key
02 1" = 300'

PLAN NORTH

ANY MATERIALS OR METHODS CONTAINING OR USING ASBESTOS ARE PROHIBITED

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Lakeshore Plaza
Bldg. 'C'

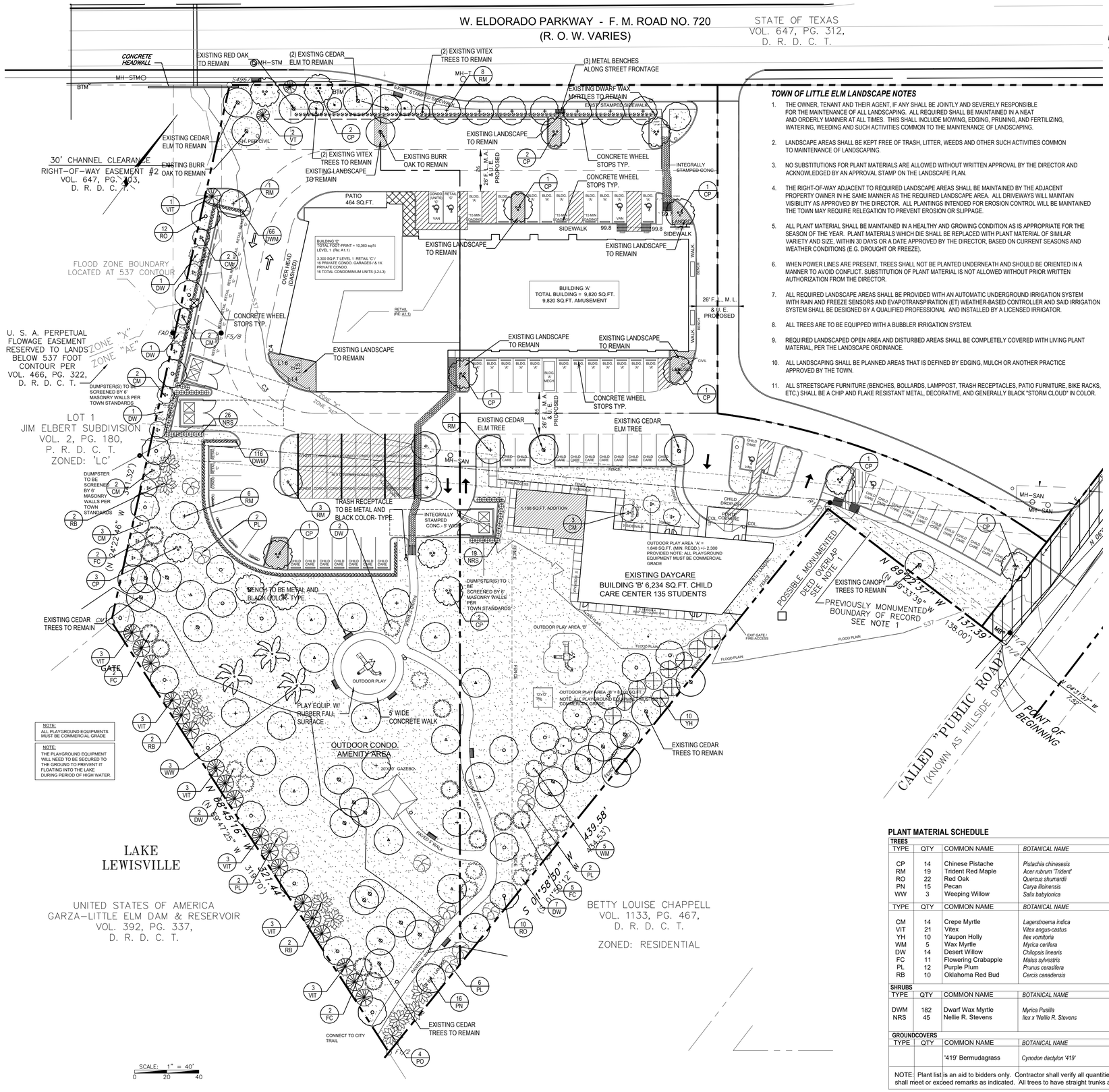
Eldorado Pkwy. and Hillside Dr.
Little Elm, TX
75206

PRELIMINARY NOT FOR REGULATORY APPROVAL OR COPNSTRUCTION

Project #: 2003.00

EXTERIOR ELEVATION

A2.4



NOTE:
ALL PLAYGROUND EQUIPMENTS MUST BE COMMERCIAL GRADE

NOTE:
THE PLAYGROUND EQUIPMENT WILL NEED TO BE SECURED TO THE GROUND TO PREVENT IT FLOATING INTO THE LAKE DURING PERIOD OF HIGH WATER.

TOWN OF LITTLE ELM LANDSCAPE NOTES

1. THE OWNER, TENANT AND THEIR AGENT, IF ANY SHALL BE JOINTLY AND SEVERELY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING. ALL REQUIRED SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, AND FERTILIZING, WATERING, WEEDING AND SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING.
2. LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH ACTIVITIES COMMON TO MAINTENANCE OF LANDSCAPING.
3. NO SUBSTITUTIONS FOR PLANT MATERIALS ARE ALLOWED WITHOUT WRITTEN APPROVAL BY THE DIRECTOR AND ACKNOWLEDGED BY AN APPROVAL STAMP ON THE LANDSCAPE PLAN.
4. THE RIGHT-OF-WAY ADJACENT TO REQUIRED LANDSCAPE AREAS SHALL BE MAINTAINED BY THE ADJACENT PROPERTY OWNER IN HE SAME MANNER AS THE REQUIRED LANDSCAPE AREA. ALL DRIVEWAYS WILL MAINTAIN VISIBILITY AS APPROVED BY THE DIRECTOR. ALL PLANTINGS INTENDED FOR EROSION CONTROL WILL BE MAINTAINED THE TOWN MAY REQUIRE RELEGATION TO PREVENT EROSION OR SLIPPAGE.
5. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIALS WHICH DIE SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE, WITHIN 30 DAYS OR A DATE APPROVED BY THE DIRECTOR, BASED ON CURRENT SEASONS AND WEATHER CONDITIONS (E.G. DROUGHT OR FREEZE).
6. WHEN POWER LINES ARE PRESENT, TREES SHALL NOT BE PLANTED UNDERNEATH AND SHOULD BE ORIENTED IN A MANNER TO AVOID CONFLICT. SUBSTITUTION OF PLANT MATERIAL IS NOT ALLOWED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE DIRECTOR.
7. ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLER AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
8. ALL TREES ARE TO BE EQUIPPED WITH A BUBBLER IRRIGATION SYSTEM.
9. REQUIRED LANDSCAPED OPEN AREA AND DISTURBED AREAS SHALL BE COMPLETELY COVERED WITH LIVING PLANT MATERIAL, PER THE LANDSCAPE ORDINANCE.
10. ALL LANDSCAPING SHALL BE PLANNED AREAS THAT IS DEFINED BY EDGING, MULCH OR ANOTHER PRACTICE APPROVED BY THE TOWN.
11. ALL STREETSCAPE FURNITURE (BENCHES, BOLLARDS, LAMPPOST, TRASH RECEPTACLES, PATIO FURNITURE, BIKE RACKS, ETC.) SHALL BE A CHIP AND FLAKE RESISTANT METAL, DECORATIVE, AND GENERALLY BLACK "STORM CLOUD" IN COLOR.

Chinese Pistache
Trident Red Maple
Red Bud
Pecan
Purple Plum
Red Oak
Crepe Myrtle
Flowering Carbapple
Vitex
Wax Myrtle
Desert Willow
Yaupon Holly
Nellie R. Stevens
Dwarf Wax Myrtle

SOLID SOD NOTES

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL DESIRED GRADE IN PLANTING AREAS AND 1" BELOW FINAL GRADE IN TURF AREAS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
3. ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
5. PLANT SOD BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
6. ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
7. WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
8. CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
9. CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.

PLANT MATERIAL SCHEDULE

TREES					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
CP	14	Chinese Pistache	*Pistachia chinesesis*	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
RM	19	Trident Red Maple	*Acer rubrum 'Trident'*	4" cal.	B&B, 12' ht., 4' spread, 5' clear straight trunk
RO	22	Red Oak	*Quercus shumardii*	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
PN	15	Pecan	*Carya illoinensis*	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
WW	3	Weeping Willow	*Salix babylonica*	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
CM	14	Crepe Myrtle	*Lagerstroema indica*	3" cal.	container, 10' ht., 5' spread, 3 trunks
VIT	21	Vitex	*Vitex angus-castus*	3" cal.	container grown, 10' ht., 4' spread, 3 trunks
YH	10	Yaupon Holly	*Ilex vomitoria*	3" cal.	B&B, 10' ht., multi-trunk, 4' spread
WM	5	Wax Myrtle	*Myrica cerifera*	3" cal.	container grown, 10' ht., 4' spread tree form
DW	14	Desert Willow	*Chilopsis linearis*	3" cal.	B&B, container grown, 10' ht.
FC	11	Flowering Crabapple	*Malus sylvestris*	3" cal.	B&B, container grown, 10' ht.
PL	12	Purple Plum	*Prunus cerasifera*	3" cal.	B&B, container grown, 10' ht.
RB	10	Oklahoma Red Bud	*Cercis canadensis*	3" cal.	B&B, container grown, 10' ht.
SHRUBS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
DWM	182	Dwarf Wax Myrtle	*Myrica Pusilla*	7 gal.	container, 36" ht, 24" spread
NRS	45	Nellie R. Stevens	*Ilex x 'Nellie R. Stevens*	7 gal.	container, 36" ht., 24" spread
GROUNDCOVERS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
		'419' Bermudagrass	*Cynodon dactylon '419'*		solid sod refer to notes

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

LANDSCAPE NOTES

1. CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
2. CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
3. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.
4. CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
5. ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
6. ALL LANDSCAPE AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS.
7. ALL LAWN AREAS TO BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

GENERAL LAWN NOTES

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON CIVIL PLANS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
3. ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. IMPORTED TOPSOIL SHALL BE NATURAL, FRIABLE SOIL FROM THE REGION, KNOWN AS BOTTOM AND SOIL, FREE FROM LUMPS, CLAY, TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BLACK TO BROWN IN COLOR.
5. *ALL LAWN AREAS TO BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.*
6. *ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION*
7. CONTRACTOR SHALL PROVIDE (1") ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

LANDSCAPE TABULATIONS

SITE TREE REQUIREMENTS
Requirements: 10% of gross vehicular area to be landscaped.
(1) tree per 400 s.f. of required landscaped area.
Total Area: (181,166 s.f.)
Vehicular Area: (62,031 s.f.)

Required	Provided
6,203 s.f. (10%)	7,882 s.f. (13%)
Required	Provided
(16) trees	(48) trees (10) 3" cal. ornamental trees

PARKING LOT
Requirement: All parking spaces must be located within 70' of large canopy tree. One (1) tree per island and One island for every (10) spots.
Provided

PERIMETER LANDSCAPE REQUIREMENTS
Requirements- Vehicular screening is required from public R.O.W and abutting properties.
Provided

Public R.O.W. Frontage- (304 l.f.) 1 large tree per 20 l.f. of street frontage

Required	Provided
16 trees	10 proposed trees- 4" cal. 4 existing trees- 4" cal. 6 ornamental trees (2 proposed, 4 ex.)

Landscape buffers between properties- 844 l.f.
1 large tree per 25 l.f. and 3 ornamental per 5 large trees required in perimeter buffer areas.

Required:	Provided:
(34) trees	(32) trees + (4) existing
(102) ornamental trees	(85) ornamental trees + (17) existing

Perimeter vehicular screening provided with 36" ht. evergreen shrubs
Provided

LANDSCAPE DESIGN OPTIONS
25 POINTS REQUIRED

Enhanced Streetscape Elements (Benches) - 5 points
Enhanced hardscape (crosswalks are concrete pavers) - 5 points
Enhanced site canopy - 5 points
Open Space Greater than Required (20%+) - 5 points
Use of shaded/outdoor seating (Gazebo) - 5 points

Total points = 25.00

FOUNDATION PLANTING

In place of foundation planting the following is proposed
Play-set with rubber fall surface
5' concrete perimeter walk
6 metal benches
4 metal trash receptacles

01 LANDSCAPE PLAN
SCALE 1"=30'-0"
0 15 30 60

LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
1784 W. McDERMOTT DR.
SUITE 110
ALLEN, TEXAS 75013
(469) 369-4448
CHRIS@STUDIOGREENSPOT.COM

REGISTERED LANDSCAPE ARCHITECT CHRIS TRONCALE 2042 STATE OF TEXAS
07.28.2022

LAKESHORE RETAIL

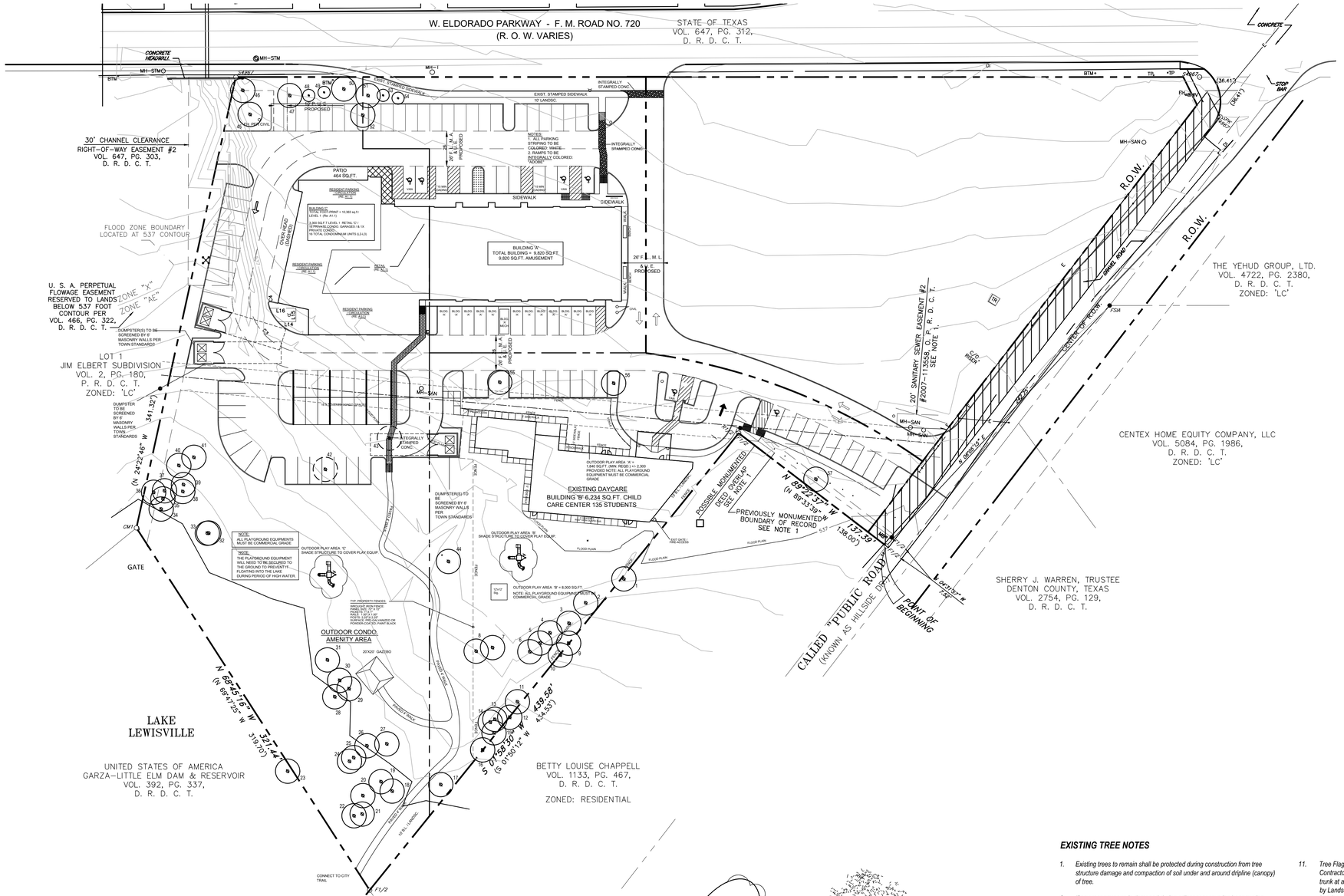
ELDORADO PKWY
LITTLE ELM, TEXAS

ISSUE:
CITY COMMENTS 07.08.2022
CITY COMMENTS 07.28.2022

DATE:
07.28.2022

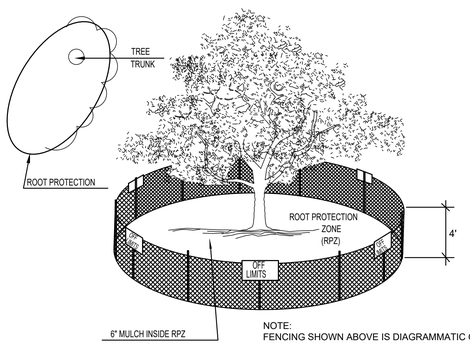
SHEET NAME:
LANDSCAPE PLAN

SHEET NUMBER:
L.2



TREE TABLE

NO.	SIZE	SPECIES	Botanical Name	STATUS	Quality	Mitigation Req.
1	14 IN	HACKBERRY	*Celtis Occidentalis*	REMAIN	NO	NO
2	10 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
3	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
4	14 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
5	12 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
6	16 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
7	3 IN	TEXAS ASH	*Fraxinus Texensis*	REMAIN	YES	NO
8	4 IN	TEXAS ASH	*Fraxinus Texensis*	REMAIN	YES	NO
9	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
10	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	NO	NO
11	10 IN	HACKBERRY	*Celtis Occidentalis*	REMAIN	NO	NO
12	8 IN	HACKBERRY	*Celtis Occidentalis*	REMAIN	NO	NO
13	8 IN	HACKBERRY	*Celtic Occidentalis*	REMAIN	NO	NO
14	12 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
15	4 IN	HONEY LOCUST	*Gledistsia Trancanthos*	REMAIN	NO	NO
16	10 IN	HONEY LOCUST	*Gledistsia Trancanthos*	REMAIN	NO	NO
17	10 IN	HONEY LOCUST	*Gledistsia Trancanthos*	REMAIN	NO	NO
18	16 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
19	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
20	10 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
21	10 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
22	14 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
23	10 IN	EASTERN RED CEDAY	*Juniper Virginiana*	REMAIN	YES	NO
24	10 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
25	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
26	16 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
27	5 IN	TEXAS ASH	*Fraxinus Texensis*	REMAIN	YES	NO
28	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
29	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
30	10IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
31	4 IN	TEXAS ASH	*Fraxinus Texensis*	REMAIN	YES	NO
32	11 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
33	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
34	12 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	NO	NO
35	10 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
36	13 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	NO	NO
37	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
38	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
39	10 IN	EASTERN RED CEDAY	*Juniper Virginana*	REMAIN	YES	NO
40	12 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
41	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
42	10 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMOVE	YES	NO
43	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMOVE	YES	NO
44	4 IN	TEXAS ASH	*Fraxinus Texensis*	REMAIN	YES	NO
45	4 IN	BURR OAK	*Quercus Macrocarpa*	REMAIN	YES	NO
46	4 IN	CEDAR ELM	*Ulmus Crassifolia*	REMAIN	YES	NO
47	4 IN	RED OAK	*Quercus Shumardii*	REMAIN	YES	NO
48	4 IN	VITEX	*Vitex agnus-castus*	REMAIN	YES	NO
49	4 IN	VITEX	*Vitex agnus-castus*	REMAIN	YES	NO
50	4 IN	CEDAR ELM	*Quercus Shumardii*	REMAIN	YES	NO
51	4 IN	CEDAR ELM	*Quercus Shumardii*	REMAIN	YES	NO
52	4 IN	BURR OAK	*Quercus Macrocarpa*	REMAIN	YES	NO
53	4 IN	VITEX	*Vitex agnus-castus*	REMAIN	YES	NO
54	4 IN	VITEX	*Vitex angus-castus*	REMAIN	YES	NO
55	4 IN	CEDAR ELM	*Ulmus Crassifolia*	REMAIN	YES	NO
56	4 IN	CEDAR ELM	*Ulmus Crassifolia*	REMAIN	YES	NO
57	4 IN	CEDAR ELM	*Ulmus Crassifolia*	REMAIN	YES	NO



NOTE:
FENCING SHOWN ABOVE IS DIAGRAMMATIC ONLY AND WILL CONFORM TO THE DRIP LINE AND LIMITED TO PROJECT BOUNDARY

01 TREE PROTECTION FENCE A

NOT TO SCALE

EXISTING TREE NOTES

1. *Existing trees to remain shall be protected during construction from tree structure damage and compaction of soil under and around dripline (canopy) of tree.*
2. *If any root structure is damaged during adjacent excavation/construction, notify the Architect immediately. It is recommended that a licensed Arborist be secured for the treatment of any possible tree wounds.*
3. *No disturbance of the soil greater than 4" shall be located closer to the tree trunk than 1/2 the distance of the drip line to the tree trunk. A minimum of 75% of the drip line and root zone shall be preserved at natural grade.*
4. *Any fine grading done within the critical root zones of the protected trees must be done with light machinery such as a bobcat or light tractor. No earth moving equipment with tracks is allowed within the critical root zone of the trees.*
5. *Material Storage: No materials intended for use in construction or waste materials accumulated due to excavation or demolition shall be placed within the limits of the dripline of any tree.*
6. *Equipment Cleaning/Liquid Disposal: No equipment may be cleaned, toxic solutions, or other liquid chemicals shall be deposited within the limits of the dripline of a tree. This would include but not be limited to paint, oil, solvents, asphalt, concrete, mortar, primers, etc.*
7. *Tree Attachments: No signs, wires or other attachments, other than those of a protective nature shall be attached to any tree.*
8. *Vehicular Traffic: No vehicular and construction equipment traffic or parking is allowed within the limits of the dripline of trees.*
9. *Boring of Utilities: May be permitted under protected trees in certain circumstances. The minimum length of the bore shall be the width of the tree's canopy and shall be a minimum depth of forty-eight (48") inches.*
10. *Trenching: Any irrigation trenching which must be done within the critical root zone of a tree shall be dug by hand and enter the area in a radial manner.*
11. *Tree Flagging: All trees to be removed from the site shall be flagged by the Contractor with bright red vinyl tape (3" width) wrapped around the main trunk at a height of four (4') feet above grade. Flagging shall be approved by Landscape Architect prior to any tree removal. Contractor shall contact Landscape Architect with 72 hour notice to schedule on-site meeting.*
12. *Protective Fencing: All trees to remain, as noted on drawings, shall have protective fencing located at the tree's dripline. The protective fencing may be comprised of snow fencing, orange vinyl construction fencing, chain link fence or other similar fencing with a four (4') foot approximate height. The protective fencing will be located as indicated on the Tree Protection Detail(s).*
13. *Bark Protection: In situations where a tree remains in the immediate area of intended construction, the tree shall be protected by enclosing the entire circumference of the tree's trunk with lumber encircled with wire or other means that does not damage the tree. Refer to Tree Protection Detail(s).*
14. *Construction Pruning: In a case where a low hanging limb is broken during the course of construction, the Contractor shall notify the Landscape Architect immediately. In no instance shall the Contractor prune any portion of the damaged tree without the prior approval by the Landscape Architect.*

EXISTING TREE LEGEND

EXISTING TREE TO REMAIN

EXISTING TREE TO BE REMOVED

TREE PROTECTION FENCING TO REMAIN DURING CONSTRUCTION REFER TO 01/L1.00

02 TREE PRESERVATION PLAN

SCALE 1"=20'-0"

0 10 20 40

LANDSCAPE ARCHITECT
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CHRIS@STUDIOGREENSPOT.COM

REGISTERED LANDSCAPE ARCHITECT
CHRIS TROWSLAND
2042
STATE OF TEXAS
07.28.2022

LAKESHORE RETAIL

ELDORADO PKWY.
LITTLE ELM, TEXAS

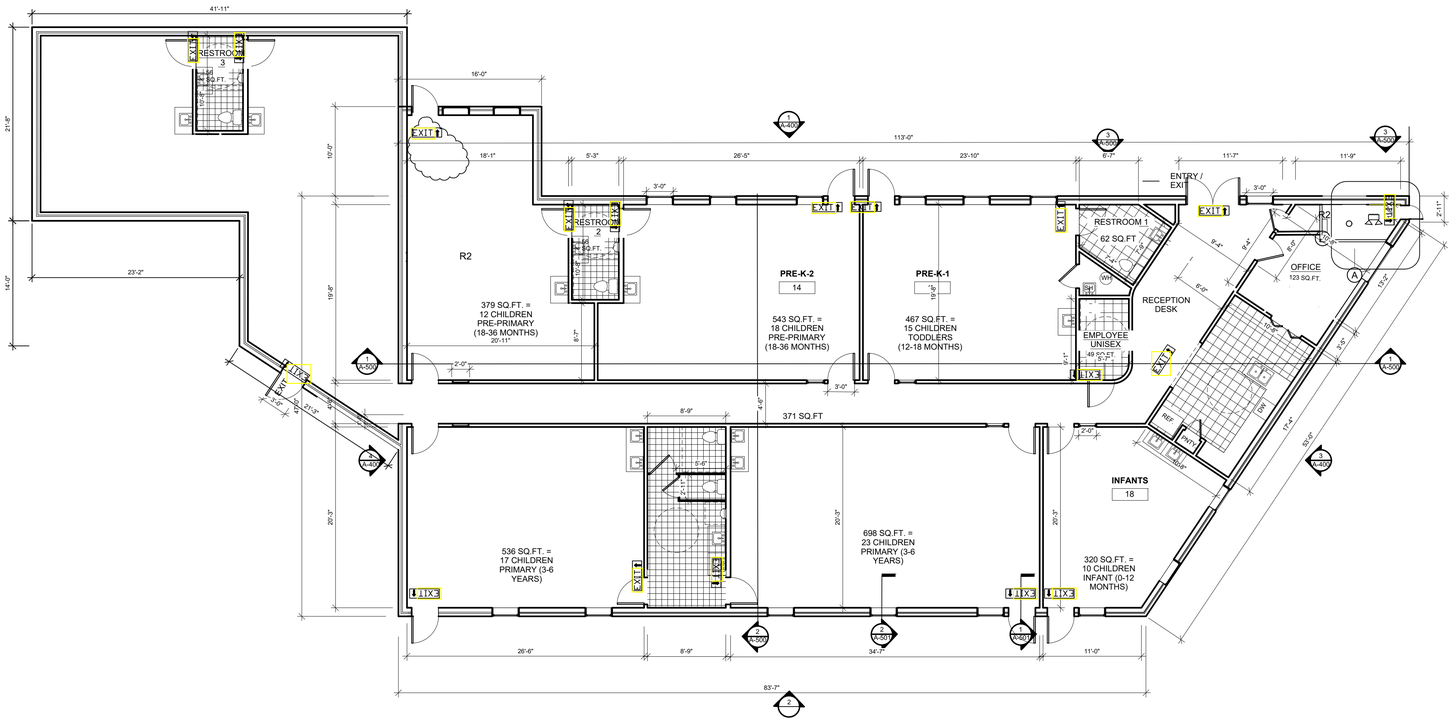
ISSUE:
FOR APPROVAL 07.28.2022

DATE:
07.28.2022

SHEET NAME:
TREE PRESERVATION PLAN

SHEET NUMBER:

L.1



Proposed Floor plan

CHILD CARE
AT LAKESHORE PLAZA, LITTLE ELM,
BUILDING "B"
ONE-STORY, WOOD-FRAMED
6070 SQ.FT.
TOTAL OCCUPANCY= 128

FLOOR PLAN GENERAL NOTES

1. ATTENTION ALL USERS OF THESE DRAWINGS,GENERAL CONTRACTORS,SUB-CONTRACTORS, MANUFACTURERS AND SUPPLIERS:CAREFULLY AND THOROUGHLY REVEIW THESE GENERAL NOTES .IT IS YOUR RESPONSIBILITY TO KNOW AND ADHERE TO THESE REQUIREMENTS .IF CONFLICT OCCURS , CONTACT ARCHITECT PRIOR TO COMMENCEMENT OF WORK.
2. EVERY EFFORT HAS BEEN MADE TO MAKE THESE DOCUMENT CONCISE AND COORDINATED ,TO DEFINE WORK IN THE MOST LOGICAL PLACE AND TO ELIMINATE REDUNDANCY, DO NOT PRESUME THAT YOUR SCOPE OF WORK IS DEFINED THROUGHOUT THE ENTIRE SET OF DRAWINGS AND SPECIFICATIONS . YOU MUST REVIEW THE ENTIRE SET OF CONTRACT DOCUMENTS TO DETERMINE YOUR SCOPE OF WORK. NO ADDITIONAL COST SHALL BE ACCESSED TO THE OWNER FOR NOT UNDERSTANDING SCOPE OF WORK. IF CONFLICT OCCURS, CONTACT THE ARCHITECT PRIOR TO COMMENCEMENT OF WORK.
3. DO NOT SCALE DRAWINGS
4. SEE THE PROJECT GENERAL NOTES LOCATED IN THE G-SERIES DRAWINGS
5. DIMENSION SHOWN FOR INTERIOR WALLS/PARTITION ARE FROM FACE OF GYPSUM BOARD ,OR CENTER OF COLUMN .EXTERIOR WALL DIMENSIONS ARE FROM FACE OF STUD AND/OR END OF STRUCTURAL SLAB U.N.O...SEE ENLARGED FLOOR PLANS FOR THR ADDITIONAL DIMENSIONS NOT INDICATED ON OVERALL DIMENTIONED PLANS
6. CONTRACTOR SHALL CROSS REFERENCE ALL SHEETS FOR WINDOW TYPES . ALL ALL HINGE SIDE DOOR JAMBS SHALL BE 5" FROM ADJACENT INTERSECTION,U.N.O
7. WINDOW TYPES MAY NOT APPEAR ON FLOOR PLANS
8. REFERENCE PLUMBING PLAN FOR FLOOR DRAINS.
9. FOR KITCHEN EQUIPMENT PLAN AND FOOD SERVICE EQUIPMENT/FURNITURE REFERENCE(K) SHEETS PROVIDED FROM FOOD SERVICE EQUIPMENT COMPANY /SUPPLIER /DESIGN/INSTALLATION .

S-2.021

FLOOR PLAN

PROJECT NORTH

NO.	DATE	DESCRIPTION

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CORE AND SHELL
ELDORADOPKWY & HILL
SIDE DR LITTLE ELX, TX 75068

Toptel llc 3899 Adams Ln FriscoTX 75034

Project Status

PROJECT NO.00000

DIMENTIONED FLOOR PLAN

A-201

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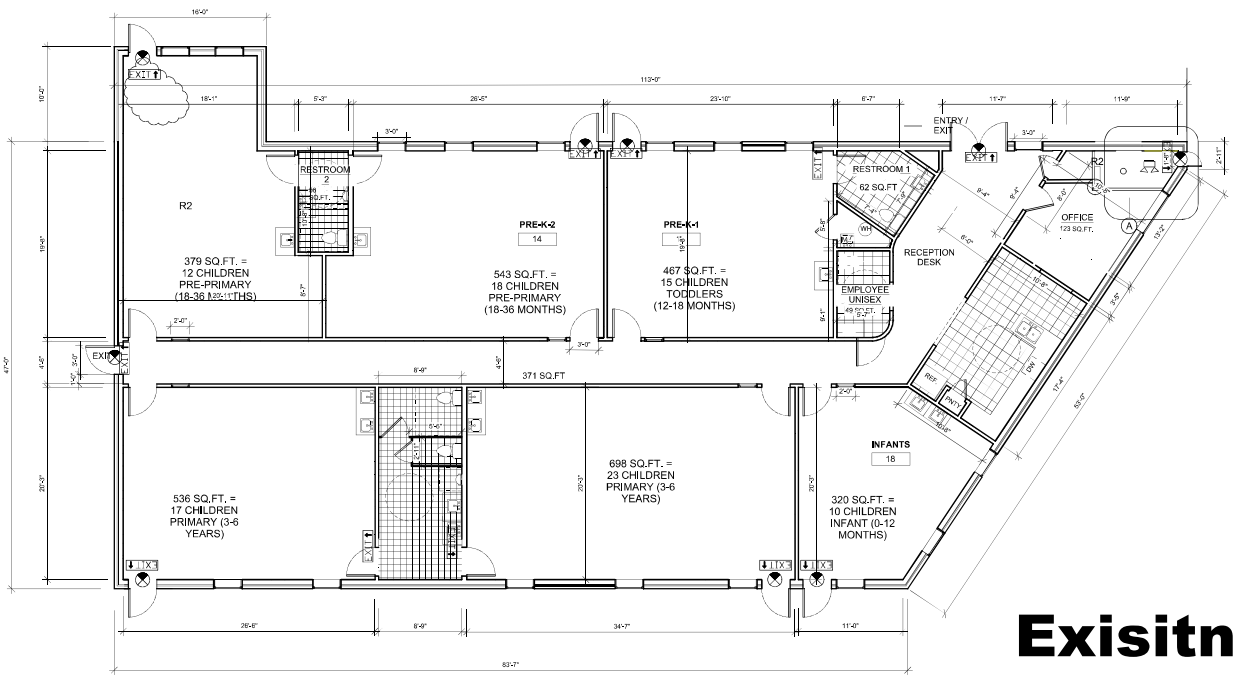
DRAWN: Author CHECKED:



Exisitng Floor plan

CHILD CARE
AT LAKESHORE PLAZA, LITTLE ELM,
BUILDING "B"
ONE-STORY, WOOD-FRAMED
4,850 SQ.FT.
TOTAL OCCUPANCY= 128

FLOOR PLAN GENERAL NOTES

1. ATTENTION ALL USERS OF THESE DRAWINGS,GENERAL CONTRACTORS,SUB-CONTRACTORS, MANUFACTURERS AND SUPPLIERS:CAREFULLY AND THOROUGHLY REVEIW THESE GENERAL NOTES .IT IS YOUR RESPONSIBILITY TO KNOW AND ADHERE TO THESE REQUIREMENTS .IF CONFLICT OCCURS , CONTACT ARCHITECT PRIOR TO COMMENCEMENT OF WORK.
2. EVERY EFFORT HAS BEEN MADE TO MAKE THESE DOCUMENT CONCISE AND COORDINATED ,TO DEFINE WORK IN THE MOST LOGICAL PLACE AND TO ELIMINATE REDUNDANCY. DO NOT PRESUME THAT YOUR SCOPE OF WORK IS DEFINED THROUGHOUT THE ENTIRE SET OF DRAWINGS AND SPECIFICATIONS YOU MUST REVIEW THE ENTIRE SET OF CONTRACT DOCUMENTS TO DETERMINE YOUR SCOPE OF WORK. NO ADDITIONAL COST SHALL BE ACCESSED TO THE OWNER FOR NOT UNDERSTANDING SCOPE OF WORK. IF CONFLICT OCCURS, CONTACT THE ARCHITECT PRIOR TO COMMENCEMENT OF WORK.
3. DO NOT SCALE DRAWINGS
4. SEE THE PROJECT GENERAL NOTES LOCATED IN THE G-SERIES DRAWINGS
5. DIMENSION SHOWN FOR INTERIOR WALLS/PARTITION ARE FROM FACE OF GYPSUM BOARD ,OR CENTER OF COLUMN .EXTERIOR WALL DIMENSIONS ARE FROM FACE OF STUD AND/OR END OF STRUCTURAL SLAB U.N.O.,SEE ENLARGED FLOOR PLANS FOR THR ADDITIONAL DIMENSIONS NOT INDICATED ON OVERALL DIMENTIONED PLANS
6. CONTRACTOR SHALL CROSS REFERENCE ALL SHEETS FOR WINDOW TYPES . ALL ALL HINGE SIDE DOOR JAMBS SHALL BE 5" FROM ADJACENT INTERSECTION,U.N.O
7. WINDOW TYPES MAY NOT APPEAR ON FLOOR PLANS
8. REFERENCE PLUMBING PLAN FOR FLOOR DRAINS.
9. FOR KITCHEN EQUIPMENT PLAN AND FOOD SERVICE EQUIPMENT/FURNITURE REFERENCE(K) SHEETS PROVIDED FROM FOOD SERVICE EQUIPMENT COMPANY /SUPPLIER /DESIGN/INSTALLATION .

S-2.021

FLOOR PLAN

PROJECT NORTH

NO.	DATE	DESCRIPTION

© 2018

CORE AND SHELL
ELDORADOPKWY & HILL
SIDE DR LITTLE ELX, TX 75068

Toptel llc 3899 Adams Ln FriscoTX 75034

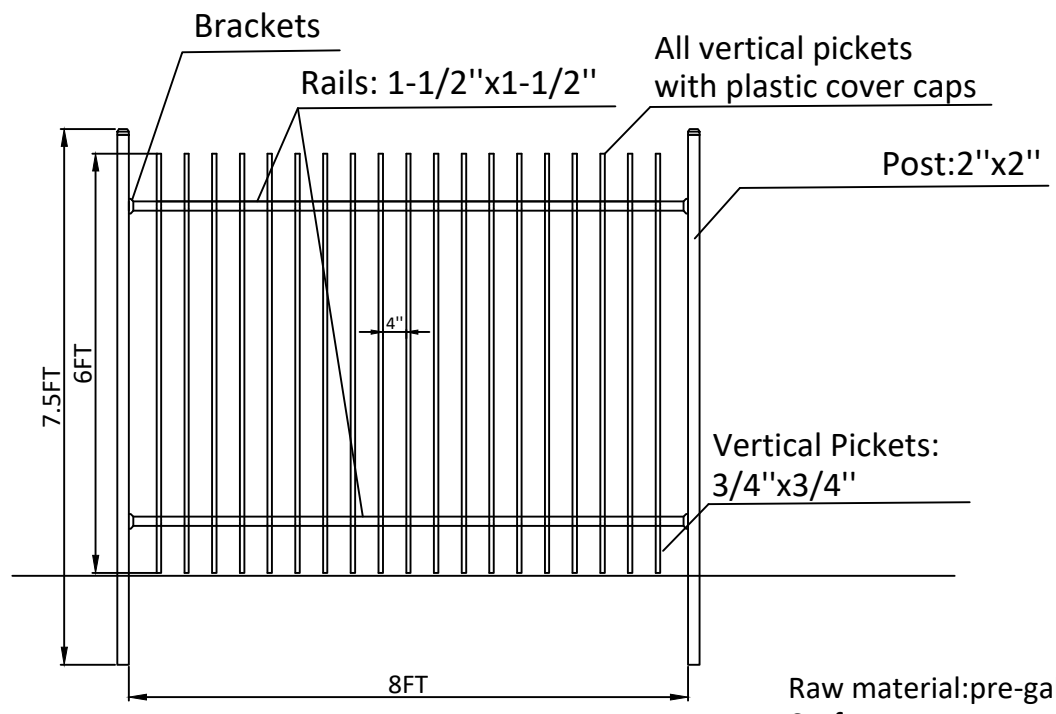
Project Status

PROJECT NO.:00000
DIMENTIONED FLOOR PLAN

A-201

OF_____

DRAWN: Author CHECKED:

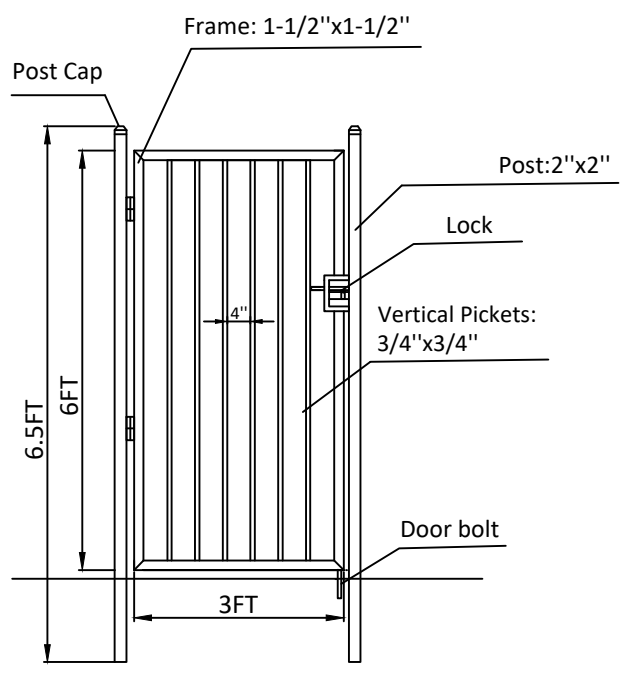


Raw material:pre-galvanized steel tube
Surface treatment:powder coated(black color)

Fence Drawing

REV	Date	Changed	By	Material	Client	Matt Shekari
01	n/a	n/a		Mass		
02				Lakeshore Plaza Shopping Dining Entertainment		
03						
04						
05						
06				Status	Drawn By	Jack
07				Status By	Checked By	Winter
				DIN A3 / SCALE 1:1 — Hongye Metal	Date	20220822

THIS DRAWING AND THE RELATED INFORMATION IS AND REMAINS THE EXCLUSIVE PROPERTY OF HONGYE METAL WITHOUT THE PRIOR WRITTEN CONSENT OF HONGYE THIS DRAWING AND THE RELATED INFORMATION MAY NEITHER BE COPIED OR REPRODUCED, NOR COMMUNICATED IN ANY WAY TO A THIRD PARTY, NOR USED FOR MANUFACTURING OUTSIDE HONGYE EACH INFRINGEMENT OF THESE INTELLECTUAL PROPERTY RIGHTS OF HONGYE GIVE RISE TO LEGAL PROCEEDINGS



REV	Date	Changed	By	Material	Client	Matt Shekari
01	n/a	n/a		Mass		
02				Lakeshore Plaza Shopping Dining Entertainment		
03						
04						
05						
06				Status	Drawn By	Jack
07				Status By	Checked By	Winter
				DIN A3 / SCALE 1:1 — Hongye Metal	Date	20220822

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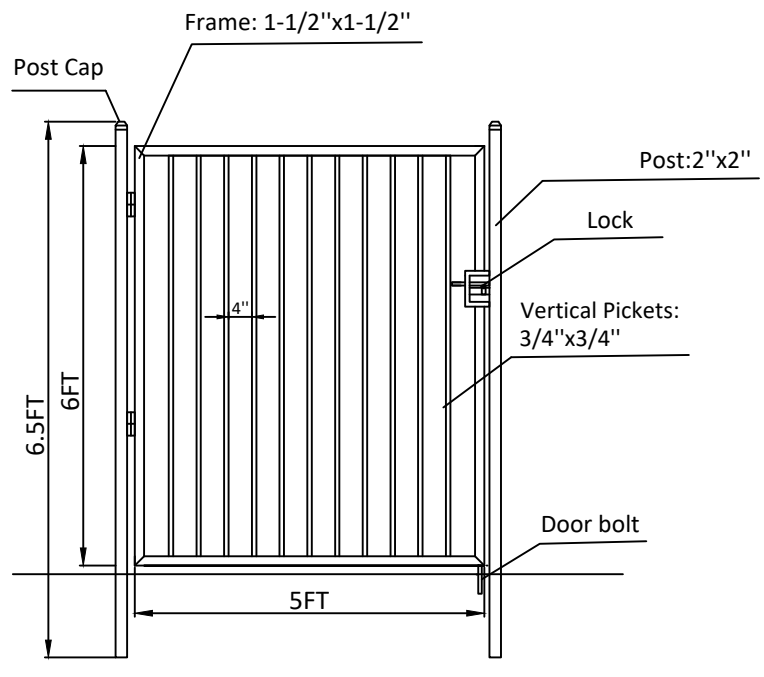

REV	Date	Changed	By	Material	Client	Matt Shekari
01	n/a	n/a		Mass		
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LUX GARAGE DOORS

Colors

TRUE WHITE (TW) | ALMOND (AL) | WICKER TAN (WK) | SANDTONE (ST) | TERRATONE (TT) | DARK BROWN (DN)

GOLDEN OAK (OK)‡ | WALNUT (NT)‡ | MAHOGANY (MY)‡

Amarr steel doors are pre-painted; for custom colors, exterior latex paint must be used.

Visit **amarr.com** for instructions on painting. Actual paint colors may vary from samples shown.

‡ Price upcharge applies.

SOJOURN
CASTLE HILLS

Whirlpool®
Appliance Package

36-inch Wide Side-by-Side Counter Depth Refrigerator with StoreRight™ Dual Cooling System—23 cu. ft.

1.7 cu. ft. Microwave Hood Combination with Electronic Controls

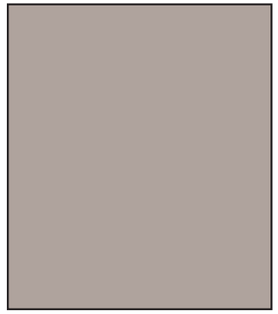
4.8 Cu. Ft. Freestanding Electric Range with FlexHeat™ Dual Radiant Element

Heavy-Duty Dishwasher with 1-Hour Wash Cycle

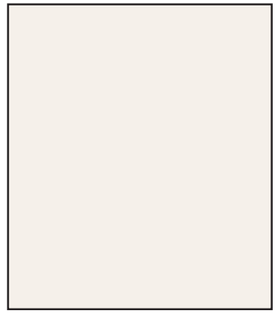
Note: Subject to change based on availability

'LAKESHORE LOFT #1' - DARK MODERN CABINETS, INTRICATE COUNTER, WARM GRAYS ***FINISHES AND FIXTURES ARE SUBJECT TO CHANGE BASED ON AVAILABILITY**

COLOR PALETTE



WALL
SHERWIN WILLIAMS
FUNCTIONAL GREY



TRIM
SHERWIN WILLIAMS
ALABASTER

ACCENT
SHERWIN WILLIAMS
URBANE BRONZE
*REFERENCE ONLY
NOT USED IN UNIT

FLOORING

LVT
NUCORE
LIGHT GRAY PLANK

CARPET
SHAW FLOORS
OUR HOME III - DOWNTOWN

LIGHTING FIXTURES

CEILING FAN
KITCHLER 330002NI
VASSAR 52" BRUSHED NICKEL

FIRE RATED RECESSED CAN FIXTURE
RP LIGHTING

ISLAND ACCENT LIGHTING
ELAN LIGHTING 84021-ZIN
9.75" HANGING GLOBE

LIGHTING FIXTURES

BATH/VANITY LIGHT
AFX LIGHTING-CHARLOTTE LED
VANITY 4.5"H x 3.375"W x 41.25"

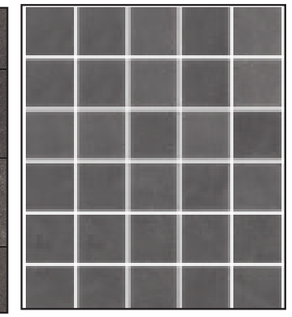
MANHATTAN SLAB
SLATE

HARDWARE
#1600-96 CKP BRAND
LINEAR - BRUSHED NICKEL

BATH

GRANITE COUNTERTOP
MSI STONE
LUNA PEARL

WALL TILE
FLORIDA TILE - EDGE
CARBON - BRICK LAY



SHOWER FLOOR TILE
FLORIDA - EDGE MOSAIC
CARBON

BATH FAUCET
MOEN GENTA
SINGLE-HANDLE

BATH SINK
KOHLER CAXTON
RECTANGLE UNDERMOUNT

BATH

FRAMED MIRROR
QUIOZEL LOCKPORT
24X36 BRUSHED NICKEL

HARDWARE
TOWEL RACK/RING
BRUSHED NICKEL

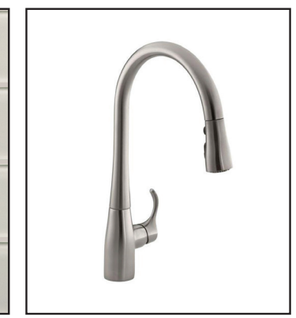
KITCHEN

MANHATTAN SLAB
SLATE

HARDWARE
#1600-96 CKP BRAND
LINEAR - BRUSHED NICKEL

GRANITE COUNTERTOP
MSI STONE
LUNA PEARL

BACKSPLASH
FLORIDA -PIECE OF MIND
BALANCE BEIGE - 11.75X11.75



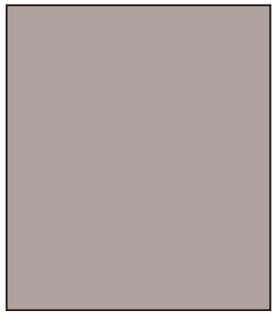
KITCHEN FAUCET
KOHLER SIMPLCE
SINGLE-HANDLE - BRUSHED

KITCHEN SINK
KOHLER VAULT
DUAL-MOUNT - STAINLESS

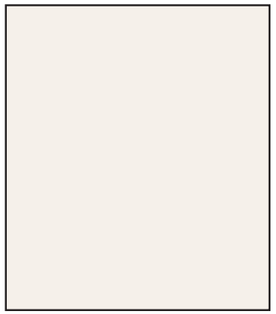
'LAKESHORE LOFT #2'- LIGHT MODERN CABINETS, LIGHT COUNTER, LIGHT/DARK CONTRASTS

***FINISHES AND FIXTURES ARE SUBJECT TO CHANGE BASED ON AVAILABILITY**

COLOR PALETTE



WALL
SHERWIN WILLIAMS
FUNCTIONAL GREY



TRIM
SHERWIN WILLIAMS
ALABASTER

ACCENT
SHERWIN WILLIAMS
URBANE BRONZE
*REFERENCE ONLY
NOT USED IN UNIT

FLOORING

LVT
NUCORE
LIGHT GRAY PLANK

CARPET
SHAW FLOORS
OUR HOME III - DOWNTOWN

LIGHTING FIXTURES

CEILING FAN
KITCHLER 330002NI
VASSAR 52" BRUSHED NICKEL

FIRE RATED RECESSED CAN FIXTURE
RP LIGHTING

ISLAND ACCENT LIGHTING
KITCHLER 43853NI
10"W x 9.25" H BRUSHED NICKEL

LIGHTING FIXTURES

BATH/VANITY LIGHT
AFX LIGHTING-CHARLOTTE LED
VANITY 4.5"H x 3.375"W x 41.25"

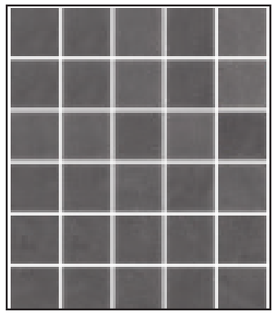
BATH

MANHATTAN SLAB
MATTE WHITE

HARDWARE
#489-3 CKP BRAND
LINEAR - BLACK

GRANITE COUNTERTOP
REPUBLIC ELITE
WHITE ROSE

WALL TILE
FLORIDA - STREAMLINE
ARCTIC MATTE - BRICK LAY



SHOWER FLOOR TILE
FLORIDA - EDGE MOSAIC
CARBON

BATH FAUCET
DELTA TRINSIC
SINGLE-HANDLE

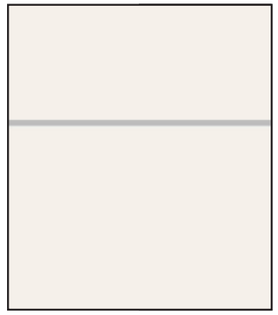
BATH SINK
KOHLER CAXTON
RECTANGLE UNDERMOUNT

BATH

FRAMED MIRROR
QUIOZEL LOCKPORT
24X36 BRUSHED NICKEL

HARDWARE
TOWEL RACK/RING
BLACK

KITCHEN



MANHATTAN SLAB
MATTE WHITE

HARDWARE
#489-3 CKP BRAND
LINEAR - BLACK

GRANITE COUNTERTOP
REPUBLIC ELITE
WHITE ROSE

BACKSPLASH
FLORIDA -PEACE OF MIND
BALANCE BEIGE 11.75X11.75

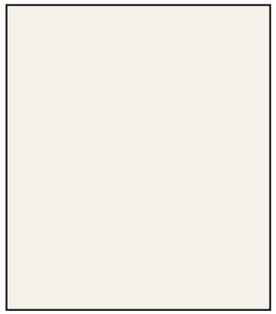
KITCHEN FAUCET
KOHLER SIMPLCE
SINGLE-HANDLE - BRUSHED

KITCHEN SINK
KOHLER VAULT
DUAL-MOUNT - STAINLESS

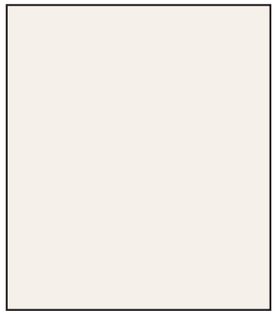
'LAKESHORE COTTAGE #1'- LIGHT CABINETS, LIGHT COUNTER, WHITE/BLACK CONTRASTS

***FINISHES AND FIXTURES ARE SUBJECT TO CHANGE BASED ON AVAILABILITY**

COLOR PALETTE



WALL
SHERWIN WILLIAMS
ALABASTER



TRIM
SHERWIN WILLIAMS
ALABASTER

ACCENT
SHERWIN WILLIAMS
INKWELL
*REFERENCE ONLY
NOT USED IN UNIT

FLOORING

LVT
NUCORE
COFFEE OAK PLANK

CARPET
SHAW FLOORS
OUR HOME III - SUNBLEACHED

LIGHTING FIXTURES

CEILING FAN
KITCHLER 330002WH
52" VASAR CEILING FAN
WHITE

FIRE RATED RECESSED CAN FIXTURE
RP LIGHTING

ISLAND ACCENT LIGHTING
ANP LIGHTING W516-BLC
BLACK SHADE 16" PENDANT

LIGHTING FIXTURES

BATH/VANITY LIGHT
KITCHLER 45458OZ
14.75"W x 10" H BRONZE

BATH

SHAKER
MATTE WHITE

HARDWARE
#55277 AMEROCK PULL
GOLDEN CHAMPAGNE

GRANITE COUNTERTOP
REPUBLIC ELITE
WHITE ROSE

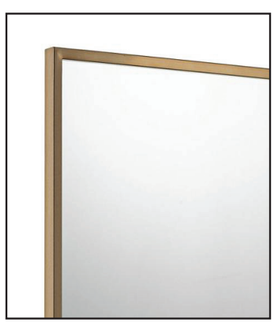
WALL TILE
FLORIDA - STREAMLINE
ARCTIC MATTE - BRICK LAY

SHOWER FLOOR TILE
FLORIDA - EDGE MOSAIC
SILVER

BATH FAUCET
DELTA TRINSIC
SINGLE HOLE - CHAMPAGNE

BATH SINK
KOHLER CAXTON
RECTANGLE UNDERMOUNT

BATH



FRAMED MIRROR
QUIOZEL LOCKPORT
24X36 ANTIQUE BRASS

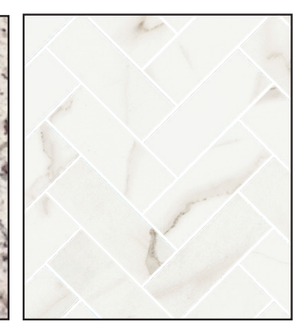
HARDWARE
TOWEL RACK/RING
BLACK BRONZE

KITCHEN

SHAKER
MATTE WHITE

HARDWARE
#55277 AMEROCK PULL
BLACK BRONZE

GRANITE COUNTERTOP
REPUBLIC ELITE
WHITE ROSE



BACKSPLASH
FLORIDA - PRECIOUS HDP
CALACATTA - HERRINGBONE

KITCHEN FAUCET
KOHLER SIMPLCE
SINGLE-HANDLE - BLACK

KITCHEN SINK
KOHLER VAULT
DUAL-MOUNT - STAINLESS

'LAKESHORE COTTAGE #2'- WARM GRAY CABINETS, LIGHT COUNTER, BLACK ACCENTS ***FINISHES AND FIXTURES ARE SUBJECT TO CHANGE BASED ON AVAILABILITY**

COLOR PALETTE

WALL
SHERWIN WILLIAMS
REPOSE GRAY

TRIM
SHERWIN WILLIAMS
ALABASTER

ACCENT
SHERWIN WILLIAMS
SW GAUNTLET GRAY
*REFERENCE ONLY
NOT USED IN UNIT

FLOORING

LVT
NUCORE
COFFEE OAK PLANK

CARPET
SHAW FLOORS
OUR HOME III - SUNBLEACHED

LIGHTING FIXTURES

CEILING FAN
KITCHLER 330002WH
52" VASAR CEILING FAN
WHITE

FIRE RATED RECESSED CAN FIXTURE
RP LIGHTING

ISLAND ACCENT LIGHTING
KITCHLER 44217CLP
INDUSTRIAL FRAMES PENDANT

LIGHTING FIXTURES

BATH/VANITY LIGHT
KICHLER 45973OZ
AVERY 24"W x 9.25" H BRONZE

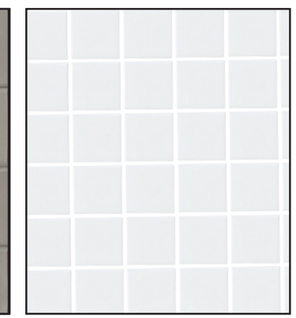
BATH

SHAKER
SLATE

HARDWARE
#55277 AMEROCK PULL
BLACK BRONZE

GRANITE COUNTERTOP
REPUBLIC ELITE
WHITE ROSE

WALL TILE
ERGON TREND
GRAY-5X10

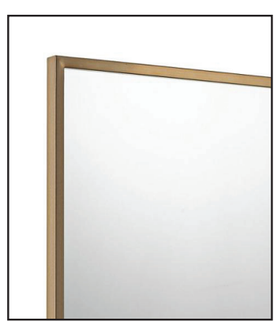


SHOWER FLOOR TILE
FLORIDA-MOSAIC ART
WHITE

BATH FAUCET
DELTA TRINSIC
SINGLE HOLE - CHAMPAGNE

BATH SINK
KOHLER CAXTON
RECTANGLE UNDERMOUNT

BATH



FRAMED MIRROR
QUIOZEL LOCKPORT
24X36 ANTIQUE BRASS

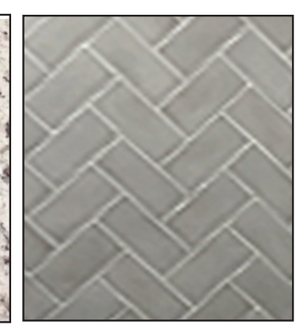
HARDWARE
TOWEL RACK/RING
BLACK

KITCHEN

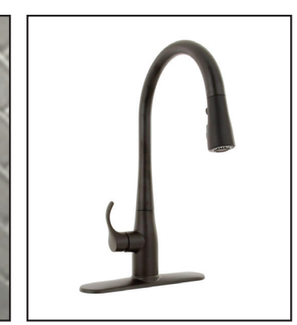
SHAKER
SLATE

HARDWARE
#55277 AMEROCK PULL
BLACK BRONZE

GRANITE COUNTERTOP
REPUBLIC ELITE
WHITE ROSE



BACKSPLASH
FLORIDA TILE
STREAMLINE DOVE GRAY-
3X6



KITCHEN FAUCET
KOHLER SIMPLCE
SINGLE-HANDLE - BLACK

KITCHEN SINK
KOHLER VAULT
DUAL-MOUNT - STAINLESS

CONDOMINIUM DECLARATION
OF
LAKESHORE PLAZA CONDOMINIUMS

This Condominium Declaration is made and established to be effective as of _____ ___, 2021, by Declarant.

RECITALS:

A. Declarant is the fee simple owner of the Property.

B. Declarant desires to create a Condominium pursuant to the provisions of the Act.

C. Declarant intends hereby to establish a plan for the individual ownership of estates in real property consisting of Units and the appurtenant undivided interests in the Common Elements.

NOW, THEREFORE, Declarant does hereby submit the Property to the provisions of the Act and Condominium established hereby, and does hereby publish and declare that the following terms, provisions, covenants, conditions, easements, restrictions, reservations, uses, limitations and obligations are hereby established and shall be deemed to run with the Land and shall be a burden and benefit to Declarant, the Association, the Owners and their respective heirs, legal representatives, successors and assigns:

1. Definitions

1.1 Terms Defined. As used in this Declaration, the following terms shall have the meanings set forth below:

"Access Easement" means a perpetual, irrevocable and non-exclusive easement and right of access and entry on, over and across each Unit as may reasonably be necessary for: (i) the maintenance, repair or replacement of any of the Common Elements thereon or accessible therefrom; (ii) the making of emergency repairs therein necessary to prevent damage to the Common Elements or to any Unit; (iii) the evacuation of all or any part of the Property in the event of an emergency; and (iv) such other reasonable purposes as are deemed by the Association to be necessary for the performance of the obligations of the Association as described herein and in the Bylaws, and which is subject to the Access Easement and Shared Use Agreement.

"Access Easement and Shared Use Agreement" means the easement created under the Declaration of Access Easement and Shared Use Agreement.

"Declaration of Access Easement and Shared Use Agreement" means that certain Declaration of Access Easement and Shared Use Agreement recorded on _____ ___, 2021, under Instrument No. _____ of the Official Public Records of Denton County, Texas.

"Act" means the Uniform Condominium Act, Texas Property Code, Chapter 82, Section 82.001 et seq., as amended from time to time.

"Allocated Interests" means the undivided interests in the Common Elements and the Common Expenses allocated to each Unit, as reflected on Exhibit C.

"Assessments" means monthly Assessments and Special Assessments, together with dues, fees, charges, interest, late fees, fines, collection costs, attorneys' fees, and any other amount due to the Association by an Owner or levied against a Unit by the Association.

"Association" means Lake Shore Plaza Condominium Association, Inc., a Texas nonprofit corporation, to be organized under the Act and created for the purposes and possessing the rights, powers and authority set forth herein and in the Certificate.

"Board of Directors" means the board of directors of the Association named in the Certificate, and their successors as duly elected and qualified from time to time.

"Budget" means a budget prepared by the Association and delivered to all Owners that includes, among other things, the anticipated Common Expenses for the ensuing year and a statement setting forth each Owner's monthly share thereof.

"Building" means any structure located on the Land, including all elements thereof, but excluding those elements otherwise within the definition of a Unit.

"Bylaws" means the bylaws of the Association adopted by the Board of Directors as amended from time to time.

"Center Wall Measurement Method" means the method of measurement of a Unit using the following boundary designations: (a) vertical boundary lines between Units and between a Unit and a Common Element hallway are the centerline of the wall between such Units, or the centerline of the wall between such Unit and the Common Element hallway, respectively, thereby including within each Unit all studs, lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, and any other materials constituting any part of the wall assembly located on that Unit's side of the centerline; (b) vertical boundary between a Unit and the exterior wall of the building is the interior face of the exterior curtain wall glass, and the vertical boundary between a Unit and the concrete core is the greater of 6" of such core or such lesser amount if the core is less than 12" in which case the vertical boundary between a Unit and the concrete core is 1/2 of the width of such concrete core, thereby including within the Unit all studs, lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, and any other materials constituting any part of the finished surface of the wall or core; and (c) horizontal boundary lines of the Units are from the top of the unfinished surface of the floor to the bottom of the ceiling joist, including within the Unit all carpets, carpet pads, wood or tile flooring or subflooring on the floors and all lath, furring, wallboard, plasterboard, plaster, paint, and any other materials constituting any part of the ceiling (or false ceiling).

"Certificate" means the certificate of formation of the Association to be filed with the Secretary of State of Texas.

"Commercial Unit" means the Unit designated for commercial purposes, as more particularly described in Subsection 2.2 (a) of this Declaration, and as shown on the Map.

"Common Elements" means all portions of the Condominium, including both the General Common Elements and the Limited Common Elements, but excluding the Units.

"Common Elements Easement" means a perpetual, irrevocable and non-exclusive easement over the General Common Elements for ingress to and egress from each Unit together

with the non-exclusive right to access, use and enjoy the Limited Common Elements appurtenant to such Owner's Unit (subject to the rights of other Owners to use and enjoy such Limited Common Elements if appurtenant to more than one Unit).

"Common Expenses" means all costs and expenses, including Working Capital Contributions, reserves, or financial liabilities of the Association that are incurred pursuant to the provisions of the Declaration, the Bylaws or a resolution duly adopted by the Board of Directors or the Owners.

"Condominium" means the form of real property established by this Declaration with respect to the Property, in which portions of the Property are designated for individual ownership or occupancy and the remainder of the Property is designated for common ownership or occupancy solely by the owners of such remainder, and containing a maximum of twenty-six Units, being the one Commercial Unit and twenty-five Residential Units.

"Condominium Information Statement" means the condominium information statement prepared by Declarant in accordance with the provisions of the Act.

"County" means Denton County, Texas.

"Declarant" means Lake Shore Plaza, LLC, a Texas limited liability company, whose address for notice is 3899 Adams Lane, Frisco, Texas 75034, and any assignee of Declarant evidenced by a written instrument filed for record in the Official Public Records of the County, assigning the rights, powers, privileges and prerogatives of Declarant hereunder.

"Declarant Control" means the period commencing on the date of the Declaration and continuing until the date that is 120 days after the date that deeds to not less than 75% of the combined square footage of the Units that may be created have been recorded in the Official Public Records of the County.

"Declaration" means this Condominium Declaration for Lakeshore Plaza Condominiums and all recorded amendments thereto, which shall be recorded in the Official Public Records of the County.

"Development Rights" means a right or combination of rights to: (i) add real property to the Condominium; (ii) create Units, General Common Elements or Limited Common Elements within the Condominium; (iii) subdivide Units, combine Units, or convert Units into Common Elements; or (iv) withdraw real property from the Condominium. The Development Rights so reserved may be exercised by Declarant to the extent and only if permitted by the Act and at all times while Declarant owns any Unit or other real property interest in the Condominium, or for such lesser time as may be permitted by the Act.

"Easements" collectively, the Access Easement, the Common Elements Easement, the Parking Easement, the Support Easement, the Utility Easement, and the Vertical Access Easement and those easements described in Section 3 of this Declaration, which are subject to the Access Easement and Shared Use Agreement.

"Exceptions to Title" means the Governing Documents, and any and all matters encumbering or affecting title to the Condominium and/or the Land that are recorded in the Official Public Records of the County, but only to the extent same remain in full force and effect.

"General Common Elements" means all portions of the Common Elements that are not Limited Common Elements, including those more particularly described in Subsection 2.2(f) of this Declaration.

"Governing Documents" means this Declaration, the Certificate, the Bylaws, and the Regulations.

"Governmental Impositions" means all real estate and personal property taxes, charges, assessments, standby fees, excises and levies, and any interest, costs or penalties with respect thereto, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, which at any time prior to or after the execution hereof, may be assessed, levied or imposed upon the Condominium or any Unit by any governmental agency or quasi-governmental agency.

"Individual Assessments" means the assessments levied by the Board of Directors against one of more but less than all Owners pursuant to Subsection 6.3 of this Declaration.

"Insurance Proceeds" means any and all proceeds that any Owner or the Association is entitled to receive from an insurance company as a result of a casualty or loss in connection with any Unit or the Common Elements, respectively.

"Improvements" means the Building, pavement, fencing, landscaping, recreational facilities, plumbing, electrical and telephone lines and computer cables and man-made objects of every type, existing or in the future placed on the Land including all cable television, telephone, cellular telephone, internet and other utility or communication installations or equipment.

"Land" means that certain real property located in the County and more particularly described in Exhibit A attached to this Declaration, together with all and singular the rights and appurtenances pertaining thereto.

"Legal Requirements" means any and all present and future judicial, statutes, rulings, rules, regulations, permits, certificates or ordinances of any federal, state or municipal authority in any way applicable to any Owner, any Unit or the Property, including all applicable restrictive covenants, zoning ordinances, subdivision and building codes, flood disaster laws and applicable architectural barrier, health and environmental laws and regulations.

"Lien Indebtedness" means any bona fide indebtedness, which is the result of an arm's length negotiation, that is secured by a lien or encumbrance upon a Unit or any part thereof incurred by Declarant or any Owner, including any indebtedness extended in connection with the purchase, development, finish-out, construction, remodeling or rehabilitation of any Unit.

"Limited Common Elements" means those portions of the Common Elements that are allocated by this Declaration and the Map for the exclusive use of any Unit, as more particularly described in Subsections 2.2(b), (c), (d), and (e) of this Declaration.

"Maintenance Standard" means maintenance in good repair and in an attractive and clean condition, including the operation, upkeep, repair and restoration necessary to maintain the Condominium or Units, as applicable, in a condition reasonably suitable for its intended purpose.

"Manager" means any experienced and professional manager or management company with whom the Association contracts for the day-to-day management of the Property and/or the administration of the Association and the Condominium.

"Map" means the plats and plans described and/or depicted on Exhibit B, attached hereto and made a part hereof.

"Monthly Assessment" means the monthly assessment established pursuant to Subsection 6.1 of this Declaration by the Board of Directors to pay Common Expenses when due.

"Mortgagee" means any Person, which is the holder or insurer of Lien Indebtedness, and which has provided the Association with written notice of its name, address and description of the Owner's Unit upon which it holds the Lien Indebtedness. Any required percentage of Mortgagees in this Declaration shall mean and refer to such percentage of the total of all outstanding Lien Indebtedness held by such Mortgagees and not the number of such Mortgagees.

"Owner" means any Person (including Declarant) owning fee title to a Unit, but does not include any Person having an interest in a Unit solely as security or an obligation.

"Paint to Paint Measurement Method" means the method of measurement of a Unit whereby the vertical boundary lines are measured from the interior painted surfaces of the walls that encompass the Unit's interior living space and the horizontal boundary lines of the Units are measured from the interior painted surface of the ceiling to the interior concrete surface of the floor and consist solely of the volumetric air space between the walls, ceiling and floor.

"Parking Area" means the parking area of the Condominium as shown on the Map (exclusive of the Parking Spaces within the Limited Common Elements of the Residential Units) used for the parking of automobiles by the Owners, Tenants and other occupants.

"Parking Easement" means a perpetual, irrevocable and non-exclusive easement covering the Parking Area, as shown on the Map, for the purposes of maintenance, repair and security of and relating to such area.

"Parking Space" means a physical portion of the Condominium used exclusively for parking of automobiles by an Owner and which is a Limited Common Element appurtenant to a Unit (collectively, the "Parking Spaces").

"Past Due Rate" means the maximum lawful rate of interest under Texas law or, if there is not a maximum lawful rate, the rate of 18% per annum.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Property" means the Land and the Improvements.

"Regulations" means the rules and regulations of the Association adopted by the Board of Directors and relating to the appearance, use and occupancy of the Property, including exterior appearance, use and occupancy of the Units and Common Elements, as amended from time to time.

"Rents" means any and all rental or other income received by any Owner in connection with the leasing of its Unit.

"Residential Units" means the twenty-five Units designated for residential purposes (each being a "Residential Unit"), as more particularly described in Subsection 2.2 (c) of this Declaration, and as shown on the Map.

"Special Assessments" means assessments established by the Board of Directors under the provisions of Subsection 6.2 and Section 7 of this Declaration from time to time.

"Special Declarant Rights" means rights reserved for the benefit of Declarant to: (i) complete Improvements shown on the Map; (ii) exercise any Development Right; (iii) make the Condominium a part of a larger condominium of planned community; (iv) maintain signs advertising the Units of the Condominium; (v) use Easements through any Common Elements for the purpose of making improvements within the Condominium or the Property; (vi) appoint or remove any officer or board member of the Association during any period of Declarant Control; or (vii) exercise the rights and powers enumerated in Subsection 3.3.

"Structure" means all foundations, footings, columns, flat slabs, sheer walls, girders, support beams, post tension cables or rods, including any and all other structural members that support, uphold or are a part of the Building, as shown on the Map. A structure shall be deemed a single Structure hereunder, even though divided into separate Units.

"Support Easement" means a perpetual, irrevocable and non-exclusive easement for support of all foundations, footing, columns, girders, support beams and any and all other structural members that support, uphold or are a part of any Building.

"Systems" means all fixtures, equipment, pipes, lines, wires, computer cables, conduits, circuits, junction boxes, hangers, pull boxes, terminal points, electronic devices, air compressors, air handlers, chillers and other systems used in the production, heating, cooling, and/or transmission of air, water, gas, electricity, communications, wastewater, sewage, and audio and video signals.

"Taking" means the taking or threat of taking of all or a portion of the Property for any public or quasi-public use, by eminent domain proceedings or otherwise, by a governmental agency or quasi-governmental agency or by an action in the nature of eminent domain (whether permanent or temporary) or the sale or other transfer of the Property in lieu thereof.

"Tenant" means any Person having the right to occupy a Unit or a portion of a Unit pursuant to a lease granted by an Owner.

"Unit" means a physical portion of the Condominium that is designated for separate ownership or occupancy (the boundaries of which are depicted on the Map) with the unrestricted right of ingress thereto and egress therefrom, and which includes: (i) all Systems that exclusively serve such Unit though such Systems may exist outside the boundaries of such Unit, (ii) the finish materials, fixtures and appliances contained in the Unit, but excludes (x) any of the structural components of the Building in which such Unit is located and (y) Systems that serve more than one Unit, all as subject to and further described in Section 82.052 of the Act, and (iii) an undivided interest, appurtenant to the Unit, in and to the Common Elements, and (iv) the Parking Space that is part of each the Residential Unit.

"Utility Easement" means a perpetual and irrevocable easement for supplying utility service to any part of the Condominium.

"Vertical Access Easement" means a perpetual and irrevocable easement for access to the Condominium through the stairways located within the Building to use and enjoy the stairways.

"Working Capital Contribution" means an amount equal to one-half percent (0.5%) of the purchase price paid by an Owner in purchasing a Unit is to be contributed by each Owner (other than Declarant) into a fund maintained by the Association as provided in Subsection 9.3 of this Declaration.

1.2 Number and Gender. Whenever the context requires, references in this Declaration to the singular number shall include the plural, and, likewise, the plural number shall include the singular, and words denoting gender shall include the masculine, feminine, and neuter.

2. General Provisions

2.1 Creation of Units; Map.

(a) Units. The Property is hereby divided into fee simple estates composed of separately designated Units, and such Units' undivided interest in and to the Common Elements. Each Unit, together with such Unit's undivided interest in the Common Elements, is for all purposes a separate parcel of and estate in real property. The separate parcels of and estates in real property designated hereby shall be created on the date of filing of this Declaration in the Official Public Records of the County, and shall continue until this Declaration is revoked or terminated in the manner herein provided.

(b) Map. The Map sets forth, inter alia, the following: (1) a general description and diagrammatic plan of the Condominium; (2) the location and dimension of all real property subject to Declarant's Development Rights; (3) all Improvements, including each Unit showing its Building location, floor, and number, and, by identifying Unit number as applicable, the Limited Common Elements appurtenant thereto; and (4) such other information as is desirable or required pursuant to Section 82.054 of the Act, including a certification as to compliance with Section 82.059 of the Act. The dimensions set forth on the Map as to each Unit were measured using vertical boundary lines described in the Paint to Paint Measurement Method. DECLARANT SHALL NOT BE LIABLE TO ANY OWNER AS A RESULT OF ANY DISCREPANCIES IN ACTUAL UNIT MEASUREMENT FROM THOSE SET FORTH ON THE MAP, AND EACH OWNER, BY ACCEPTING A DEED TO A UNIT, WAIVES ANY SUCH CLAIM OR CAUSE OF ACTION AGAINST DECLARANT.

2.2 Description of Units. Subject to the reservations and Easements created by Declarant in this Declaration, the Units shall include the following:

(a) Commercial Unit. The Commercial Unit consists of Unit 101 located on level 1 of the Building located on the Land as shown on the Map.

(b) Commercial Unit Limited Common Elements. The Limited Common Elements appurtenant to the Commercial Unit shall include the following:

(1) Exclusive Use Areas: all entrances, walls, floors, ceilings, hallways, and windows of the Building and Improvements that serve the Commercial Unit exclusively.

(2) Systems: all Systems serving the Commercial Unit exclusively.

(c) Residential Units. The Residential Units are comprised of Units 201, 202, 203, 204, 205, 207, and 208 located on level 2 of the Building, Units 301, 302, 303, 304, 305, 307, and 308 located on level 3 of the Building, Units 401, 402, 403, 404, 405, 407, and 408 located on level 4 of the Building, and Units 501, 503, 504, and 505 located on level 5 of the Building, as shown on the Map.

(d) Residential Units Limited Common Elements.

(1) The Limited Common Elements appurtenant to Units 201, 202, 203, 204, 205, 207, and 208, shall include all hallways that serve Units 201, 202, 203, 204, 205, 207, and 208.

(2) The Limited Common Elements appurtenant to Units 301, 302, 303, 304, 305, 307, and 308, shall include all hallways that serve Units 301, 302, 303, 304, 305, 307, and 308.

(3) The Limited Common Elements appurtenant to Units 401, 402, 403, 404, 405, 407, and 408, shall include all hallways that serve Units 401, 402, 403, 404, 405, 407, and 408.

(4) The Limited Common Elements appurtenant to Units 501, 503, 504, and 505, shall include all hallways that serve Units 501, 503, 504, and 505.

(5) Systems: all Systems serving the Residential Units exclusively.

(e) Individual Unit Limited Common Elements. The Limited Common Elements appurtenant to each Unit shall include the following:

(1) Exclusive Use Areas: all entrances, walls, floors, ceilings, hallways, balconies and windows that serve each Unit exclusively;

(2) Systems: all Systems serving each Unit exclusively; and

(3) Parking Space: Parking Space numbers that are reserved for each Unit as shown on the Map.

(f) General Common Elements. The General Common Elements shall include the Land, Structure, outdoor play area, outdoor amenity areas, walkways and trails, lobby, gym, the roof, including any rooftop amenity area, the sidewalks, landscaping, driveways, the Parking Area (exclusive of the Parking Spaces within the Limited Common Elements of the Residential Units). and all other walls, floors, ceilings, hallways and Systems that serve all Units, to the extent any such items are not otherwise designated as a Limited Common Element for any Unit or part of any Unit.

(g) Declarant's Intention. The detailed descriptions of the Units, the Limited Common Elements, and the General Common Elements provided in this Subsection 2.2 represent the general intention of Declarant. However, in the event of a discrepancy between the above descriptions and the Map, the Map shall control.

2.3 Alteration of Boundaries of Units. If one or more Owner(s) (including Declarant) own Units which adjoin horizontally (on the same floor), such Owner(s) shall have the right to relocate the boundaries

between such adjoining Units by removing and relocating all of any part of any intervening partition notwithstanding the fact that such partition may in whole or in part be a Common Element, so long as no portion of any bearing wall of bearing column is weakened or removed and no portion of any Common Element (other than the partition) is damaged, destroyed of endangered; provided, however, that the Owner(s) shall have the right to relocate certain Common Elements which are located within the said partition (such as pipes, flues, conduits, shafts, vents, ducts, wiring and the like) so long as such relocation is performed in a good and workmanlike manner by a capable and experienced workman and such Common Elements are fully operational upon the completion of such relocations. Notwithstanding the above, prior to the commencement of any such alterations, such Owner(s) shall submit to the Board of Directors for its approval full and complete plans and specifications relating to such alterations. The Board of Directors may request such additional information as it deems necessary to evaluate the alteration request. Within a reasonable period of time following its receipt of the plans and specifications and all such other requested information, the Board of Directors shall provide to the Owner(s) written acknowledgment of the Board of Director's receipt of the alteration request and the Board of Directors shall be deemed to have disapproved such plans and specifications if it fails to approve of such plans and specifications in writing within 15 business days after the Owner's receipt of the Board of Director's written acknowledgment of the receipt of request for alterations. If approved, the Association shall cause an appropriate instrument of amendment to this Declaration to be prepared, executed and recorded in the Official Public Records of the County. The instrument of amendment shall (i) contain such plats and floor plans as are necessary to show the boundaries between the Units involved, which shall be certified as to their accuracy by a registered architect or engineer, (ii) recite the occurrence of any conveyance between the Owners of the Units affected, (iii) specify any reasonable reallocation of the aggregate percentage ownership interest in the Common Elements pertaining to the Units affected, and (iv) specify any reallocation of Parking Spaces appurtenant to either of the Units affected. The Association hereby agrees to cooperate reasonably with such Owner(s) in effectuating such amendment to this Declaration, provided that all costs and expenses incurred by the Association in connection therewith including all professional fees such as architects', engineers' and attorneys' fees shall be paid exclusively by such Owner(s). In the event any damage is caused to any bearing wall, Common Element (other than the partition), or another Unit as a result of the exercise of the rights granted hereunder, all such damage shall be repaired at the sole cost and expense of the Owner(s) exercising such rights. The Board of Directors review and approval rights specified in this Subsection shall not be applicable to Declarant during the period of Declarant Control.

2.4 Allocation of Interests in Common Elements. The undivided interest of the Owners in and to the Common Elements shall be allocated based on the percentages set forth in the definition of "Allocated Interests" in Subsection 1.1, and was determined by dividing the area of each Unit measured in square feet using the vertical boundary lines described in the Center Wall Measurement Method by the total area of all Units measured in square feet using the vertical boundary lines as described in the Center Wall Measurement Method and shall be the Allocated Interests shown opposite the Unit numbers in Exhibit C. The Common Elements shall remain undivided.

2.5 Inseparability of Units; No Partition. Each Unit shall be inseparable, and shall be acquired, owned, conveyed, transferred, and encumbered only as an entirety. In no event shall a Unit held by more than one Owner be subject to physical partition and no Owner or Owners shall bring or be entitled to maintain an action for the partition or division of a Unit or the Common Elements. Any purported conveyance, judicial sale, or other voluntary or involuntary transfer of an undivided interest in the Common Elements without the Unit to which such Common Elements are allocated is void ab initio.

2.6 Permissible Relationships; Description.

(a) Ownership of Unit. A Unit may be acquired and held by more than one Person in any form of ownership recognized by the laws of the State of Texas.

(b) Description of Unit. Any contract or other instrument relating to the acquisition, ownership, conveyance, transfer, lease or encumbrance of a Unit shall legally describe such Unit by its identifying Unit designation followed by the words "Lakeshore Plaza Condominiums, located in the City of Little Elm, Denton County, Texas" with further reference to the recording data for this Declaration (including the Map and any amendments to the Declaration). Each such description shall be good and sufficient for all purposes to acquire, own, convey, transfer, lease, encumber or otherwise deal with such Unit, and any such description shall be construed to include all incidents of ownership relating to a Unit.

2.7 Mortgage of a Unit. Any Owner shall be entitled from time to time to mortgage or encumber such Owner's Unit by creating a lien covering such Unit under the provisions of a deed of trust, but any lien created thereby shall be subject to the terms and provisions of this Declaration, and any mortgagee or other lienholder that acquires the Owner's Unit through judicial foreclosure, public sale or any other means shall be subject to the terms and provisions of this Declaration, except as specifically provided to the contrary herein.

3. Uses, Reservations, and Restrictions

3.1 Permitted Uses.

(a) Residential Units. The Residential Units shall be used or occupied solely for residential purposes and related uses; provided, however, that this restriction will not prohibit a Tenant or a Residential Unit Owner, from using such Tenant's apartment or such Residential Unit Owner's Unit for personal business or professional purposes so long as such use is in compliance with this Declaration, the Regulations, and all Legal Requirements.

(b) Commercial Unit. The Commercial Unit shall be used or occupied solely for general office use, bar and restaurant use, and for the sale of retail goods and services that shall be compatible with the operation of the Condominium as a high quality, multi-purpose commercial and residential project. Without limiting the foregoing, the following uses shall be prohibited in the Commercial Unit: (1) residential use; (2) dry cleaning plant; (3) intentionally deleted; (4) flea market, swap shop, second hand or "outlet store" selling merchandise that is used, damaged or discontinued (except vintage or upscale re-sale and the sale or swapping of second hand albums, which is expressly permitted); (5) sidewalk markets (except for special events); (6) meeting hall or place of worship; (7) pawn shop; (8) check cashing service; (9) intentionally omitted; (10) massage parlor (except for a in connection with the operation of a spa or a Massage Envy or similar establishment, which is not prohibited), pornographic materials store or the showing of hardcore pornographic films; (11) beauty or barber college; (11) health club (personal training studios permitted); (12) place of instruction or any operation catering primarily to students or trainees rather than to customers; (13) funeral parlor; (14) facility for the sale of paraphernalia for use with illicit drugs; (15) off-track betting parlor; (16) any use that emits an obnoxious odor that can be smelled outside of the Commercial Unit (normal smells associated with restaurant use are specifically allowed); (17) pet kennel; (18) any animal medical services establishment; or (19) any uses that are prohibited by any Legal Requirements.

(c) Leasing of Units. Units may be leased in accordance with the Regulations, as may be amended by the Board of Directors from time to time. No portion of the Commercial Unit shall be leased for residential purposes, and no portion of the Residential Units shall be leased for commercial purposes. No Residential Unit Owner may lease less than an entire Residential Unit. A copy of each lease shall be submitted to the Association promptly following execution (provided that the financial terms of a lease may be redacted from the copy submitted to the Association).

(d) Parking Spaces shall be used exclusively for parking purposes. The Parking Spaces designated on the Map as Limited Common Elements shall be designated as being appurtenant to a particular Residential Unit in each deed conveying a Residential Unit to an Owner and such Residential Unit Owner shall have the exclusive right to use such designated Parking Space.

(e) The Parking Area use by Owners, Tenants and other occupants of a Residential Unit shall be limited to one space per Residential Unit between the hours of 11:00 a.m. and 8 p.m.

(f) Smoking inside the Building is prohibited, including inside any Unit or indoor Common Element.

3.2 Architectural Control. Each Unit shall also be subject to limitations on use, occupancy, signage, architectural standards and such other matters as shall be determined by the Board of Directors and as set forth in the Regulations, which shall at all times be consistent and in compliance with applicable zoning and Legal Requirements.

3.3 Reservations by Declarant. To the extent and only if permitted by the Act, and at all times while Declarant owns any Unit or any other real property interest in the Condominium or for such lesser time as may be permitted by the Act, Declarant reserves, as a part of the Special Declarant Rights, the following rights: (i) to make and record corrections to the Map to conform the same to the actual location of the Improvements, the actual size and location of the Units and/or the proper designation of the elements of the Improvements as Units, General Common Elements or Limited Common Elements, including, without limitation, the right to record changes to the Map appropriate to reflect the exercise by Declarant of any Development Right; (ii) to establish, vacate, relocate and use the Easements as set forth in this Declaration; provided, however, that no modification of any Easement shall have the effect of altering or destroying a Unit or a Limited Common Element unless consented to by the Owner of such Unit or by the Owner to whose Unit such Limited Common Element is appurtenant, as well as by the Mortgagee of any such Unit; (iii) to include, in any instrument initially conveying a Unit, such additional reservations, exceptions and exclusions as it may deem consistent with and in the best interests of the Owners and the Association; (iv) to have and use an easement over, under and across any and all of the Common Elements to the extent that same may be necessary or useful in constructing, repairing or completing the Units and Common Elements or as may be reasonably necessary for the exercise of any Special Declarant Rights or the performance of any obligations of the Declarant; (v) to assign, sell or lease any Parking Spaces upon such terms as Declarant shall determine; and (vi) to exercise any Development Rights. Notwithstanding anything herein to the contrary, Declarant reserves and retains the right to unilaterally amend this Declaration and any exhibit in connection with the exercise of any of the foregoing Development Rights to the extent permitted by the Act.

3.4 Compliance with the Governing Documents. The Owners, by accepting or possessing title to a Unit and any Tenant having the right to occupy any portion of a Unit pursuant to a lease granted by any Owner, shall automatically be deemed to have agreed to strictly comply with the provisions of the Governing Documents and all Legal Requirements. A failure or refusal to so comply with the provisions of any such instrument, after written notice, shall be grounds for imposition of fines by the Association after due process and an action to recover damages or sums due, with interest thereon at the Past Due Rate, or for injunctive relief, or both, and for reimbursement of all attorneys' fees incurred in connection therewith, which action shall be maintainable by the Board of Directors or the Manager, if any, in the name of the Association on behalf of all of the owners or, in a proper case, by an aggrieved Owner. In addition, an Owner's voting rights in the Association and Owner's or Owner's lessee's right to use and enjoy the General Common Elements or receive services may by written notice be suspended by the Association during the period of such noncompliance.

3.5 Parking. The Parking Area shall be subject to the reasonable procedures and regulations adopted for the same from time to time by the Association. The Parking Area (exclusive of the Parking Spaces within the Limited Common Elements of the Residential Units) shall be used for automobile parking purposes and those uses appurtenant to parking purposes by the Owners and their respective Tenants, guests, invitees and employees.

3.6 Easements.

(a) Declarant hereby reserves the Parking Easement, Access Easement and Utility Easement for the benefit of all Units, Owners, the Association and its agents, employees and representatives, including the Manager and the Manager's agents and employees as the case may be, and reserves the Support Easement and Vertical Access Easement for the benefit of the Association and each Unit and Owner. Each Owner shall by virtue of this Declaration, accept the deed to such Unit subject to the Parking Easement, Access Easement and the Utility Easement and further subject to the Support Easement and Vertical Access Easement as may be applicable. Declarant hereby reserves for the benefit of each Owner, the Common Elements Easement and declares that by virtue of this Declaration the Common Elements shall be subject to the Common Elements Easement. Each Owner shall provide the Association with a key to its Unit which may be used in such Owner's absence for Access Easement purposes. Declarant may, in addition to the rights to relocate set forth in this Subsection 3.6, record an easement agreement or easement relocation agreement in the Official Public Records of the County, specifically locating or relocating the Utility Easement subsequent to the recordation of this Declaration, and the Owner of each Unit, by acceptance of the deed to a Unit, hereby grants Declarant during the period of Declarant Control and to the Association thereafter an irrevocable power of attorney, coupled with an interest, with full power and authority to relocate the Utility Easement. The Easements granted herein are subject to the Access Easement and Shared Use Agreement.

(b) Declarant hereby reserves for both the Declarant, prior to the termination of Declarant Control, and the Association, after the termination of Declarant Control, the right to grant easements for purpose of utilities over any and all of the Common Elements.

(c) The Association may dispense chemicals for the extermination of insects and pests within the Units and Common Elements. In the event that the Association chooses to provide such pest control, the Association and its duly authorized contractors, representatives and agents shall have an easement to enter Units for the purpose of dispensing chemicals for the exterminating of insects and pests within the Units and Common Elements. Neither the Association nor the Declarant shall be liable for any illness, damage, or injury caused by the dispensing of these chemicals for this purpose.

3.7 Encroachments. If, as a result of the original construction, reconstruction, repair, shifting, settlement or other circumstance, any portion of the Common Elements encroaches upon any Unit, an irrevocable and perpetual easement for such encroachment and for the maintenance of the same is hereby granted and conveyed to the Association by the Declarant. If, as a result of the original construction, reconstruction, repair, shifting, settlement or other circumstance, any portion of any Unit encroaches upon the Common Elements, or upon the other Unit, an irrevocable and perpetual easement for such encroachment and for the maintenance of the same is hereby granted to the Owner of the encroaching Unit. Such encroachments and easements shall not be considered or determined to be encumbrances either upon a Unit or upon the Common Elements.

3.8 Roof. The roof, including any amenity areas thereon, of the Building is a General Common Element of the Condominium. No Owner shall lease or license any portion of the roof for the purpose of installing any equipment that does not serve primarily the Building (for example, leases to cellular phone service providers are prohibited). No Owner shall have the right to use any portion of the roof (for example,

to install a satellite dish) unless such use is approved in writing by the Declarant or the Association in advance.

3.9 Signage Obligations. No Owner of a Residential Unit may install signs on the Building. The Commercial Unit Owner may install signage on the Building pursuant to the Regulations or pursuant to any other agreement between the Commercial Unit Owner and the Association. The Commercial Unit Owner shall, at its expense, be responsible for (i) obtaining and maintaining all necessary permits and approvals required, both under applicable Legal Requirements and otherwise, with respect to the erection and maintenance of the signs, (ii) keeping and maintaining the sign in good condition and repair, and (iii) keeping all lighting and other equipment in connection with such signage in good working order and condition. The Association may, as a Common Expense, temporarily remove signage, fixtures and/or improvements, as necessary, to maintain, repair, or replace the outside walls or may require the Commercial Owner to do so, with the cost to be paid by the Owners as a Common Expense. The Commercial Unit Owner shall be responsible for the cost of repairing Common Elements or Units if such repairs are necessitated by use or misuse of its rights to signage specified herein or in any other agreement between them. The Association does not insure fixtures or improvements installed pursuant to such rights to signage and is not liable to any Person for any loss or damage from any cause to the signage, fixtures or improvements installed.

4. Matters Regarding the Association.

4.1 General. The Association will be incorporated as a nonprofit corporation under the Texas Nonprofit Corporation Act. In addition to the powers conferred on the Association under the Governing Documents, the Association may take all actions authorized by Section 82.102 of the Act. Any and all actions taken by the Association pursuant to the Governing Documents are binding on all Owners.

4.2 Allocation of Votes in the Association. All Owners shall automatically be members of the Association and entitled to vote, as follows: The Owner (whether one or more) of each Residential Unit shall be entitled to cast one vote, and the Owner (whether one or more) of the Commercial Unit shall be entitled to cast three votes. Any matter described as requiring approval by a stated percentage or majority of Owners shall mean a stated percentage or a majority of the vote of the Owners. In the event of a tie, the Board of Directors shall have the authority to cast the deciding vote.

4.3 Board of Directors. The Board of Directors shall be initially established by Declarant as set forth in the Bylaws and shall consist of individuals who need not be Owners. Each member of the Board of Directors shall be entitled to one vote each and each vote shall be of equal weight and shall be cast in accordance with the provisions of the Bylaws and the Certificate of the Association.

4.4 Right of Action by Owners. Owners, acting collectively or individually, shall have the right to maintain actions against the Association or any other Owner for its failure to comply with the provisions hereof or to perform its duties and responsibilities hereunder.

5. Maintenance, Alterations, Insurance, Taxes, and Utilities.

5.1 Maintenance.

(a) Each Owner shall be responsible for and shall maintain and repair, at the Owner's sole cost and expense in accordance with the Maintenance Standard, such Owner's Unit including, and without limitation, all Systems that serve only or are a part of the Unit, fixtures and appliances therein contained, and all interior Unit doors and interior windows (but no exterior doors or windows which shall be

maintained and replaced by the Association) and the replacement thereof (including but not limited to hardware and glass). The Association shall be responsible for all structural repairs and repair and maintenance of the Parking Area. No Owner shall be required to directly pay the cost and expense of structural repairs to the Unit, the Parking Area, or to the Common Elements unless necessitated by the willful or negligent misuse therefor by the Owner, the occupants or the invitees of such Unit, in which event such costs and expenses shall constitute the sole obligation of the Owner whose occupants and/or invitees were guilty of such willful or negligent misuse. Any maintenance and repair work to a Unit done by or on behalf of the Owner shall be done in a good and workmanlike manner using materials of equal or better quality than the material removed and shall be done in such a manner as not to impair the structural soundness or integrity or to alter the exterior appearance of any Building or Unit. In the event an Owner fails to discharge the Owner's maintenance obligations hereunder, the Association shall be entitled (but not obligated) to cause such work to be done, and the cost and expense thereof shall be and constitute a lien upon such a Unit which lien may be enforced in the same method as is provided for the enforcement of Assessment liens pursuant to the provisions of Subsection 6.5 of this Declaration. Damage to the interior of any Unit resulting from such maintenance, repair and replacement activities by the Association, whether by reason of any emergency of otherwise, shall constitute a Common Expense and be payable by the Association; provided, however, that if such maintenance, repairs or replacement are the result of the misuse of negligence of any Owner, or its guests or invitees, then such Owner shall be responsible and liable for all such damage.

(b) Except as provided in (a) above, all Common Elements (exception only those portions of the Systems that serve only or are a part of an individual Unit) shall be maintained by Association in accordance with the Maintenance Standard, in good condition and repair, the cost and expense of which shall constitute a Common Expense and be payable by the Association. The Association shall establish and maintain an adequate reserve fund for such purposes, to be funded by Monthly Assessments rather than by Special Assessment. Nothing herein shall be deemed or construed as relieving any Owner from liability or responsibility for damage to the Common Elements caused by the negligence or misconduct or Owner or Owner's occupants or invitees. Notwithstanding the foregoing, the Association shall have no obligation to maintain alterations, additions or improvements made by an Owner to a Limited Common Element appurtenant to such Unit. No Owner may make such alterations, additions or improvements to Limited Common Elements without the prior written consent of the Association in accordance with Subsection 5.2 hereof.

(c) The Association shall not be liable for injury or damage to any Person or property caused by the elements or by the Owner of any Unit, or any other Person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to any Owner, Tenant or other occupant of any Unit, or any guest or family of same, for loss or damage, by theft or otherwise, of any property, which may be stored in or upon any Common Elements. The Association shall not be liable to any Owner, Tenant, or other occupant for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Subsection where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities.

(d) In the event a dispute shall arise among Owners as to the proper party to bear a maintenance cost or expense, the Board of Directors shall be entitled to resolve such dispute; provided, however, that nothing herein shall be deemed or construed as limiting an Owner's right to have the provisions of this Subsection interpreted by a court of competent jurisdiction; provided further, however, that any such cost or expense so disputed shall be paid in accordance with the determination of the Board of Directors pending final judgment in any such legal proceedings.

5.2 Alterations. No Owner shall be entitled to alter, add to or improve the Unit, or the Limited Common Elements appurtenant thereto, in a manner as will or might reasonably be expected to affect the structural soundness or integrity or the exterior appearance of any of the Improvements, any System that services more than one Unit, or any warranty in favor of the Association, without the prior written consent of the Association and being in compliance with all Regulations established by the Association. No Owner may alter the size or location of any Parking Space without the prior written consent of the Association. Further, no Owner shall be entitled to make any alteration, addition or improvement to a Limited Common Element appurtenant to more than the Unit unless (i) the prior written approval of all Owners having an interest in such Limited Common Element is obtained, and (ii) the plans and specifications for such alteration, addition or improvement to the Limited Common Element have been approved in writing by the Board of Directors. Once alterations, additions and improvements have been made to a Limited Common Element pursuant to plans and specifications approved in writing by the Board of Directors, neither the Association, the Board of Directors nor any Owner shall have the right to cause such alterations, additions or improvements to be removed or altered without the written consent of the Owner or Owners of the Unit or Units to which such Limited Common Element is appurtenant. Any alterations, additions and improvements made pursuant to this Subsection shall be made at the individual cost and expense of the Owner making such alteration, addition, or improvement. Each Owner, by acceptance or possession of a title to a Unit, indemnifies and holds harmless Declarant, the Association, Board of Directors, Manager, and their respective officers, employees, representatives, agents and successors from and against any and all claims, demands, judgments, losses, damages, liability, and costs and expenses, including reasonable attorneys' fees, directly or indirectly arising from or attributable to the review and approval of any alteration pursuant to this Subsection 5.2.

5.3 Mechanic's Liens; Indemnification. No labor performed or materials furnished and incorporated in a Unit with the consent or at the request of an Owner or an Owner's agents or representatives, shall be the basis for the filing of a lien against the Unit of any other Owner not expressly consenting to or requesting the same, or against the Common Elements. Each Owner shall indemnify and hold harmless each of the other Owners and the Association from and against all liabilities and obligations arising from the claim of any lien against the Unit of such other Owners or the Common Elements. All contracts for labor, services, and/or materials with respect any of the Units shall be in compliance with the provisions hereof.

5.4 Insurance.

(a) Commencing upon the first conveyance of any Unit to an Owner other than the Declarant, the Association shall obtain and maintain, as a Common Expense, insurance coverage required pursuant to Section 82.111 of the Act and such additional coverage as the Association deems appropriate.

(b) Insurance policies shall provide that:

(1) each Owner is an insured person under such policies with respect to liability arising out of the Owner's ownership of an undivided interest in the Common Elements or membership in the Association;

(2) insurance trust agreements will be recognized;

(3) any right of subrogation of the issuer against individual Owners is waived;

(4) the coverage of the policy is not prejudiced by any act or omission of an individual Owner to the extent that such act or omission is not within the collective control of all Owners;

(5) such policy is primary insurance if at the time of a loss under the policy any Owner has other insurance covering the same property covered by the policy;

(6) no action or omission by any Owner, unless validly exercised on behalf of the Association, will void the policy or be a condition to recovery under the policy;

(7) the policy may not lapse, be cancelled, or have renewal refused, or be materially modified, except after thirty days prior to the written notice to the Association and the Manager, if any, and fifteen days' prior written notice to each Mortgagee listed as such in such insurance policy, except in the case of non-payment of premium in which case ten days written notice of cancellation shall be given to the Association, the Manager, if any, and each listed Mortgagee.

(c) The Manager, if any, shall be reflected as additional insured on any commercial general liability insurance policy carried by the Association.

(d) The Board of Directors shall have the express authority, on behalf of the Association, to name as insured an authorized representative, including any trustee (or successor thereto) with whom the Association has entered into any insurance trust agreement, which authorized representative shall have exclusive authority to negotiate losses under any policy providing the property or liability insurance required to be provided herein.

(e) By acceptance of a deed to a Unit, each Owner shall be deemed to have irrevocably appointed the Association (which appointment shall be deemed a power coupled with an interest), together with any insurance trustee, successor trustee or authorized representative designated by the Association, as such Owner's attorney-in-fact for the purpose of purchasing and maintaining the insurance required hereunder as well as for submission of and adjustment of any claim for loss, the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish such purpose. The Association or such trustee, successor trustee or authorized representative must receive, hold or otherwise properly dispose of any proceeds of insurance in trust for the Owners and the Mortgagees as their interests may appear based on the fair market value of the interests damaged or destroyed. Any proceeds paid under such policy shall be disbursed first for the repair or restoration of any damaged Common Elements and Units, and no Owner or Mortgagee or other lienholder shall receive payment of any portion of such proceeds unless a surplus remains after the Condominium has either been completely restored or the Condominium has been terminated.

(f) The Association shall be entitled to obtain and maintain such additional insurance coverages hereunder as the Board of Directors may deem necessary or appropriate including, without limitation, insurance covering all alterations, additions, betterments and improvements to Owners' Units, liability insurance for all officers, directors, trustees and employees of the Association. The premiums for all insurance coverages maintained by the Association pursuant to this Section shall constitute a Common Expense and be payable by the Association.

(g) Each Owner shall be obligated to obtain and maintain, at such Owner's sole cost and expense, a standard Texas insurance policy for betterments and improvements covering structural components related to such Owner's Unit to the extent not covered by insurance maintained by the Association and each Owner shall be required to furnish a copy of such insurance to the Association. If an Owner shall fail to provide evidence of such insurance, the Association may purchase such insurance on behalf of the Owner and assess the cost to the Owner as an Individual Assessment. Each Owner shall be responsible for obtaining and maintaining at such Owner's sole cost and expense such other insurance covering alterations, additions,

betterments and improvements to such Unit and all other personal property located at the Unit or constituting a part thereof and shall furnish the Association with a copy of such insurance. An Owner shall be responsible for obtaining and maintaining at such Owner's sole cost and expense such liability insurance as may be appropriate. Nothing herein shall be deemed or construed as prohibiting an Owner, at such Owner's sole cost and expense, from obtaining and maintaining such further and supplementary insurance coverages as such Owner may deem necessary or appropriate.

5.5 Taxes. Each Owner shall be responsible for and shall pay when due all taxes, assessments and other governmental impositions lawfully levied or assessed with respect to such Owner's Unit. Any taxes, assessments or other governmental impositions lawfully levied or assessed with respect to the Property not separately billed to the Owners shall constitute a Common Expense and be payable by the Association.

5.6 Utilities. Each Owner shall be responsible for and shall pay all water and wastewater usage, audio or visual communications, electricity, gas, and internet connectivity charges relating to such services used or consumed at or with respect to the occupancy of the Unit. To the extent such charges are separately metered by the respective utility companies or submetered by the Association, the amount payable by the Unit Owner shall be in accordance with the usage thereof as specified by the utility company or Association, as applicable. Any such charges not separately metered or submetered and charges relating to such services used in connection with the use and maintenance of the Common Elements, shall constitute a Common Expense and be payable by the Association.

6. Assessments

6.1 Monthly Assessments; Budget

(a) The Association shall possess the right, power, authority and obligation to establish a regular Monthly Assessment sufficient in the judgment of the Board of Directors to pay all Common Expenses when due. No consent or approval of the Owners shall be required for the establishment of the Monthly Assessments. Such Monthly Assessments so established shall be payable by the Owners on the first day of each calendar month, and shall be applied to the payment of charges for which the Association is responsible, including, without limitation, charges relating to maintenance and repair of elements of the Property not the responsibility of the Owners, care of the Common Elements, any common area expenses under any recorded declarations or easement agreements encumbering the Property, casualty, public liability and other insurance coverages required or permitted to be maintained by the Association, governmental impositions not separately levied and assessed, utilities relating to the Common Elements or not separately metered, professional services, such as management, accounting and legal, and such other costs and expenses as may reasonably relate to the property maintenance, care, operation and management of the Property, and the administration of the Association and the Condominium established hereby, including an adequate reserve fund for the periodic maintenance, repair and replacement of the Common Elements

(b) Prior to the commencement of each fiscal year of the Association, the Board of Directors shall prepare and deliver to all of the Owners a Budget setting forth the anticipated Common Expenses for the ensuing year. Such Budget shall be in sufficient detail so as to inform all Owners of the nature and extent of the Common Expenses anticipated to be incurred and shall be accompanied by a statement setting forth each Owner's monthly share thereof and the date as of which such Monthly Assessment commences to be payable. No further communication shall be necessary to establish the amount of each Owner's obligation regarding the Monthly Assessment payable hereunder, and the failure of the Board of Directors to timely deliver the Budget provided for herein shall in no event excuse or relieve any Owner from the payment of the Monthly Assessments contemplated hereby. Any Budget prepared and delivered to the

Owners as hereby contemplated may be amended as and to the extent reasonably necessary and the amount of each Owner's Monthly Assessment changed to correspond therewith. If the proposed Budget for a fiscal year increases more than ten percent above the Budget for the preceding fiscal year, such Budget must be approved by a majority of the Owners except as described in Subsection 6.1(c), below. Any funds collected by the Association pursuant to the Budget and not expended in any fiscal year shall be applied to reduce Monthly Assessments otherwise payable by Owners in the next fiscal year.

(c) If the Budget increases by more than ten percent as a result of an uncontrollable expense, the increase shall be allowed regardless of whether it is approved by the Board of Directors or all of the Owners. For purposes of this Declaration, an "uncontrollable expense" is an expense payable to a third party, the rates of which are not controlled by or reasonably capable of being controlled by, the Association or any Owner, such as taxes, insurance, and utilities. Further, if circumstances make additional or different security measures a necessary or desirable addition to or increase in the Budget, the cost of the additional security or the increased cost thereof shall also be an uncontrollable expense so long as such cost reflects a fair market price for the services rendered.

(d) Notwithstanding Subsections 6.1(a)-(c) above or any other provision of this Declaration to the contrary, it is acknowledged and agreed by the Owners that the initial Budget has been prepared and agreed to by a majority of the Owners at a point in time when the parties have limited operating history for the Property. There will be a transition period of approximately twenty-four months from the time the first Unit is conveyed by Declarant. During this transition period and until such time as 50% percent of the Residential Units have been conveyed by the Declarant (the "Base Period"), the ten percent caps described in Subsections 6.1(b) above shall not apply, it being the intention of the Owners to take into account actual operating expense increases and adjustments of every kind. After the Base Period, the Budget will be established for the year following the Base Period, using the Base Period numbers adjusted as reasonably required to take into account expected operating expenses increases and adjustments. Further, if an expense of the Base Period makes it reasonably clear that any line item should be re-allocated among the Owners, then the Owners shall in good faith determine the extent to which a reallocation is appropriate.

6.2 Special Assessments.

In addition to the Monthly Assessments contemplated by Subsection 6.1, the Association shall possess the right, power and authority to establish Special Assessments to pay non-recurring Common Expenses relating to the proper maintenance, care, alteration, improvement, operation and management of the Property, and the administration of the Association and the Condominium established hereby. Except as contemplated by Section 7, no consent or approval of the Owners shall be required for the establishment of a Special Assessment as contemplated by this Subsection, except for any Special Assessment relating to the alteration or improvement of any element of the Property or an expenditure in excess of $10,000 per item or $20,000 in the aggregate in any year, which in each case must be approved by an affirmative vote of a majority of Owners.

6.3 Individual Assessments. In addition to the Monthly Assessments and Special Assessments contemplated in Subsection 6.1 and Subsection 6.2, the Association shall possess the right, power and authority to establish or levy Individual Assessments in accordance with the provisions of this Declaration against an individual Owner of a Unit for charges properly borne solely by one or more but less than all Owners, such as (without limitation) charges for additional services, damages, fines or fees, Unit insurance, or insurance deductible payments. Individual Assessments shall be the personal obligation of the Owner against whom the Individual Assessment is assessed and shall constitute a lien against the Unit in the same

manner and with the same consequences as the Monthly Assessment and any duly authorized Special Assessment.

6.4 Obligation to Pay Assessments. Each Owner shall be personally obligated to pay their respective Assessments duly established pursuant to this Section 6 and Section 7. Unpaid Assessments due as of the date of the conveyance or transfer of a Unit shall not constitute a personal obligation of the new Owner (other than such new Owner's pro rata share of any reallocation thereof); however, the former Owner shall continue to be personally liable for such unpaid Assessment. No Owner shall be entitled to exemption from liability for the Owner's obligation to pay such Assessments by waiver of the use and enjoyment of the Common Elements, by an abandonment of the Owner's Unit or by any other action whatsoever. Any Assessment not paid within fifteen days of the date due shall bear interest at the Past Due Rate, and after written notice of the delinquency and an opportunity to cure within five additional days thereof is provided to the Owner, the Assessment shall be recoverable by the Association, together with interest as aforesaid and all costs and expenses of collection, including reasonable attorneys' fees, by suit in a court of competent jurisdiction sitting in the County. It shall be the responsibility of the Board of Directors to collect any such delinquent Assessment, the existence of which shall be made known by written notice delivered to the defaulting Owner and, where requested, the Owner's Mortgagee.

6.5 Lien to Secure Payment of Assessments.

Declarant hereby reserves and assigns to the Association a lien, pursuant to the provisions of Section 82.113 of the Act, against each Owner's Unit, the Rents, if any, payable to any Unit Owner and Insurance Proceeds to which a Unit Owner may be entitled, to secure the payment of all Assessments, which lien shall be and constitute a lien and encumbrance in favor of the Association, upon such Owner's Unit, the Rents, and any Insurance Proceeds. The liens established herein shall be prior and superior to all other liens and encumbrances subsequently created upon such Owner's Unit, Rents and Insurance Proceeds, regardless of how created, evidenced or perfected, other than the lien securing the payment of Lien Indebtedness (provided such lien was recorded prior to the date on which the Assessment became delinquent) and the liens for unpaid taxes, assessments and other governmental impositions. The liens and encumbrances created herein may be enforced by any means available at law or in equity, including a non-judicial foreclosure sale of the Unit of a defaulting Owner. Any such sale (including notice thereof) shall comply with the applicable requirements, at the time of the sale, of Section 51.002 of the Property Code or, if and to the extent such statute is not then in force, with the applicable requirements, at the time of the sale, of the successor statute or statutes, if any, governing sales of Texas real property under powers of sale conferred by deeds of trust or other contract liens. Each Unit Owner, by acquisition of such Owner's Unit grants to the Association a power of sale in connection with the Association's liens. By written resolution, the Board of Directors may appoint, from time to time, an officer, agent, trustee or attorney of the Association to exercise the power of sale on behalf of the Association. The Association may bid for and purchase the Owner's Unit, as a Common Expense, at any such foreclosure sale. The foreclosure by a Mortgagee of any Owner's Unit in order to satisfy Lien Indebtedness will extinguish the subordinate lien for any Assessments which became payable prior to the date of such foreclosure sale, provided that in no event shall a defaulting Owner be relieved from liability incurred for past Assessments.

6.6 Commencement of Obligation to Pay Assessments.

Each Owner shall be obligated to commence payment of all Assessments against their respective Unit on the date this Declaration is recorded in the Official Public Records of the County, or the date such Owner takes title to a Unit, whichever is later. If such date is other than the first day of a month, then such Owner shall be obligated to pay only a prorated share of the Assessment against such Owner's Unit based on the number of days during such month that the Owner will hold title to the Owner's Unit.

6.7 Notice of Default.

If the Owner of a Unit defaults in the Owner's monetary obligations to the Association, the Association may notify the other lien holders of the default and the Association's intent to foreclose its lien.

6.8 Alternative Actions.

Nothing contained in this Declaration shall prohibit the Association from taking a deed in lieu of foreclosure or from filing suit to recover a money judgment for sums that may be secured by the lien.

6.9 Statement of Common Expenses and Access to Records.

The Association shall promptly provide any Owner, contract purchaser, or Mortgagee so requesting the same in writing with a written statement of all unpaid Assessments for Common Expenses due with respect to such Unit. The Board of Directors may impose a reasonable charge for the preparation of such statement to the extent permitted by the Act. The Association shall make available during normal business hours for inspection, upon request by Owners, Mortgagees, Tenants, prospective purchasers, and any of their authorized agents, current copies of the books, records, and financial statements of the Association (including, if such is prepared, the most recent annual audited financial statement available). Any Owner or Mortgagee may have an audited statement of the Association prepared at its own expense.

7. Loss and Obsolescence.

7.1 Loss or Damage.

The following provisions shall govern in the event the Improvements, or any part thereof, are damaged or destroyed by fire or other casualty:

(a) Notice to Mortgagees. Prompt written notice of any such substantial damage or destruction shall be given to all Mortgagees.

(b) Restoration and Repair. Pursuant to Section 82.111(i) of the Act, the Association shall promptly proceed with the full restoration and repair of such damage or destruction unless (i) the Condominium is terminated; (ii) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or (iii) Owners holding not less than 67% of the Allocated Interests (including each Owner of a Unit or assigned Limited Common Element that will not be rebuilt or repaired) vote not to rebuild.

(c) Special Assessment. The amount by which such restoration and repair costs exceed collectible Insurance Proceeds shall be and constitute a Special Assessment payable by the Owners within thirty days of the date notice of such Special Assessment is delivered by the Association.

(d) Excess Proceeds. Any excess Insurance Proceeds remaining after such restoration and repair, or any insurance or sales proceeds available absent such restoration and repair, shall be received and held in trust by the Association in separate accounts for each Owner according to the Allocated Interests of the Owners, and be applied, without contribution from one such account to another, as follows:

(1) first, to the payment of any taxes and special assessment liens or other governmental impositions in favor of any assessing entity having authority with respect to such Owner's Unit;

(2) second, to the payment of the balance of the Lien Indebtedness of such Owner;

(3) third, to the payment of any delinquent Assessment with respect to such Owner's Unit; and

(4) the balance, if any, to such Owner or such other parties as shall be entitled thereto.

7.2 Damaged Units.

The following provisions shall govern if any Unit or any part thereof, is damaged or destroyed by fire or other casualty ("Damaged Unit"):

(a) Notice to Mortgagees. Prompt written notice of any such substantial damage or destruction shall be given to the Mortgagees of the Damaged Unit.

(b) Restoration and Repair. The Owner of the Damaged Unit shall promptly proceed with the full restoration and repair of such damage or destruction and shall pay all costs of such restoring, repairing, replacing or rebuilding in excess of the net proceeds of the collectible Insurance Proceeds unless: (i) the Condominium is terminated; (ii) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or (iii) Owners holding not less than 67% of the Allocated Interests vote not to rebuild.

7.3 Matters Relating to Restoration and Repairs.

Any restoration and repair work undertaken by the Association pursuant to Subsection 7.1 shall be performed in a good and workmanlike manner with a view to restoring the Improvements to a condition similar to that existing prior to such damage or destruction; provided, however, that in no event shall the Association be responsible for restoring, repairing or replacing any improvements to a Unit made by any Owner, or the contents located in such Owner's Unit. All such restoration and repair work whether done by the Association or any Owner, shall be affected in a manner so as to observe all vertical and horizontal Unit boundaries existing prior to such damage or destruction.

7.4 Obsolescence of Common Elements.

If the Owners holding not less than 67% of the Allocated Interests shall vote, at a meeting of the Association duly called for purposes of considering same, that the Common Elements, or any part thereof, (including any Systems that serve only, or are a part of, individual Units), are obsolete, the Association shall promptly proceed with the necessary replacements and improvements thereto pursuant to a budget established for such purpose, and the cost thereof shall be and constitute a Special Assessment payable by each Owners within thirty days of the date notice of such Special Assessment is delivered to them by the Association.

7.5 Obsolescence of the Property.

If the Owners holding not less than 80% of the Allocated Interests shall determine, at a meeting of the Association duly called for purposes of considering same, that the Property is obsolete, the Association, after first obtaining the written consent of 51% of Mortgagees, shall promptly proceed with the sale thereof in its entirety. Any proceeds from such sale shall be received, held and applied for and on account of the Owners as provided in Subsection 7.1(b).

7.6 Association as Attorney-in-Fact.

Each Owner, by possession or acceptance of title to a Unit, hereby irrevocably makes, constitutes and appoints the Association, and each and every of its successors in interest hereunder, as their true and lawful attorney-in-fact, for and in such Owner's name, place and stead, upon the damage or destruction of the Property, or any part thereof, or upon any determination by the Owners made pursuant to this Section 7, to take any and all actions, and to execute and deliver any and all instruments, as the Board of Directors may, in its sole and absolute discretion, deem necessary or advisable to effect the intents and purposes of this Section 7, hereby gives and grants unto the Association full power and authority to do and perform all and every act whatsoever requisite or necessary to be done in and about the Property as fully, to all intents and purposes, as any Owner might or could do, hereby ratifying and confirming whatsoever the Association may do by virtue hereof. The Association is hereby authorized in the name and on behalf of all Owners, to do and perform all actions necessary or appropriate to effect the intent and purposes of this Section 7 as aforesaid, including, without limitation, the power and authority to make and settle claims under any insurance policies maintained by the Association, contract for and with respect to restoration and repair work, contract for and with respect to replacements and improvements to the Common Elements (to the extent authorized as contemplated by Subsection 7.4 of this Declaration), to contract for and with respect to a sale of the Property (to the extent contemplated by Subsection 7.5 of this Declaration), and to execute and deliver all instruments necessary or incidental to any such actions.

8. Condemnation

8.1 General Provisions

If all or any part of the Property is the subject of a Taking, the Board of Directors and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Board of Directors shall give such notice as it receives of the existence of such proceeding to all Owners and to all Mortgagees. The expense of participation in such proceedings by the Board of Directors shall be a Common Expense. The Board of Directors is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Board of Directors in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such Taking shall be deposited with the Board of Directors, acting as trustee, and in any case such damages or awards shall be applied or paid as herein provided. Any restoration or repair of the Property following a partial Taking shall be performed in accordance with the provisions of this Declaration and shall follow, as nearly as possible, the original plans and specifications for the Property, unless otherwise approved by 51% of Mortgagees.

8.2 Taking of One Unit.

If one Owner's Unit (or a substantial part thereof such that ownership, operation, or occupancy of the remaining portion of the Unit in accordance with the originally intended use of the Unit is impossible or undesirable), is the subject of a Taking, and such Owner shall vacate and abandon the Owner's Unit by virtue of such Taking, the Owner and any Mortgagee of such Owner shall be entitled to the award for such Taking, including the award for the value of such Owner's interest in the Common Elements, whether or not such Common Element interest is acquired, and after payment thereof, such Owner and Owner's Mortgagee shall be divested of all interest in the Property. The condemned Unit's entire Allocated Interest shall be automatically reallocated to the remaining Units in proportion to the respective Allocated Interest of those Units before the Taking. If any portion of any Owner's Unit is the subject of a Taking, such that ownership, operation, or occupancy of the remaining portion of the Unit may be continued in accordance with the originally intended use of the Unit, the Owner may not vacate the remaining portion of the Unit.

In such case, the Owner shall be entitled to the award for such Taking, and the Allocated Interest of the condemned Unit shall be reduced in proportion to the reduction in the size of the Unit. The portion of the Allocated Interest divested from the partially-acquired Unit shall be automatically reallocated to that Unit and the other Units in proportion to the respective Allocated Interests of the Units before the Taking, with the partially-acquired Unit participating in the reallocation on the basis of its reduced Allocated Interest. If any repair or rebuilding of the remaining portions of the Property is required as a result of such Taking, the remaining Owners shall determine by affirmative vote or written consent of the remaining Owners owning a majority of the re-allocated Allocated Interest either to rebuild or repair the Property or to take such other action as such remaining Owners may deem appropriate. If no repair or rebuilding shall be required, or if none be undertaken, the remaining portion of the Property shall be resurveyed, if necessary, and the Declaration shall be amended to reflect such Taking. The Declaration shall in all circumstances be amended to reflect the re-allocated Allocated Interests following the condemnation.

8.3 Taking of Common Elements.

If an action is brought to effect a Taking of the Common Elements together with or apart from any Unit, the Board of Directors, in addition to the general powers set out herein, shall have sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of such condemnation proceeding unless the action involves a material portion of the Common Elements in which case the agreement of a majority of the Owners shall be required. With respect to any Taking of Common Elements only, all damages and awards shall be determined for such Taking as a whole and not for any Owner's interest therein. After the damages or awards for such Taking are determined, such damages or awards shall be held by the Board of Directors, acting as trustee for each Owner, or Owner's Mortgagee or Mortgagees, as their interests shall appear, in proportion to such Owner's percentage interest in the Common Elements, except that the portion of any such award attributable to the condemnation of a Limited Common Element shall be allocated among the Owners of the Units served by such Limited Common Elements, as such Owner's interests existed in the Limited Common Elements condemned. The Board of Directors may, if it deems advisable, call a meeting of the Owners, at which meeting the Owners, by the vote of a majority of the Owners, shall decide whether to replace or restore as far as possible the Common Elements taken or damaged. If it is determined that such Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Map attached hereto shall be duly amended by instrument executed by the Board of Directors on behalf of the Owners and duly recorded.

8.4 Taking of All Units.

If a Taking occurs that results in the Taking of all Units comprising less than two-thirds of the total square footage of the Land, then the damage and awards for such Taking shall be determined for each Unit and the following shall apply:

(a) The Board of Directors shall determine which of the Units damaged by such Taking may be operational or habitable for the purposes set forth in the Declaration, taking into account the nature of the Property and the reduced size of each Unit so damaged.

(b) The Board of Directors shall determine whether it is reasonably practicable to operate the remaining portions of the Units as a mixed-use condominium project in the manner provided in this Declaration.

(c) If the Board of Directors determines, with the consent of 51% of the Mortgagees, that it is not reasonably practicable to operate the remaining portions of the Units which can be made operational or habitable as a mixed use condominium project, then the Property shall be deemed to be regrouped and

merged into a single estate owned jointly in the undivided interest by all Owners, as tenants-in-common, in the percentage of the Allocated interest of each Owner.

(d) If the Board of Directors determines that it will be reasonably practicable to operate the portions of the Units which can be made operational or habitable as a condominium project, then the damages and awards made with respect to each Unit shall be applied to repair and reconstruct the Units or portions thereof so that they are made operational or habitable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owners in accordance with their Allocated Interests. If the amount of the award exceeds the cost of such work, the excess portion of the award made with respect to each such Unit shall be paid to the Owners of such Units or their Mortgagees, as their interest may appear. The remaining portion of any Unit which cannot be made operational or habitable, if any, shall become a part of the Common Elements and repair and use of such portion shall be determined by the Board of Directors.

8.5 Taking of Entire Property.

If the entire Property is taken or damaged by such Taking, the proceeds received in relation to all damages and awards shall be held for the accounts of all Owners, and their respective Mortgagees, as their interests shall appear, as provided herein, in proportion to their Allocated Interests, and this Condominium shall automatically terminate upon payment of such proceeds to the Owners and their respective Mortgagees.

8.6 Payment of Awards and Damages.

Any damages or awards provided in this Section to be paid to or for the account of any Owner by the Board of Directors, acting as trustee, shall be applied first to the payment of any taxes or assessments by governmental authorities past due and unpaid with respect to that Unit; secondly, to amounts due under any mortgage instruments duly perfected; thirdly, to the payment of any Assessments charged to or made against the Unit and unpaid; and finally to the Owner.

9. Development Period

9.1 Initial Directors. The Board of Directors shall be initially established by Declarant as set forth in the Bylaws.

9.2 Period of Declarant Control.

(a) Except as is provided below, Declarant shall have the right to appoint and remove members of the Board of Directors during the period of Declarant Control. If Declarant voluntarily surrenders control prior to the termination of the period of Declarant Control, Declarant may require that specified actions of the Board of Directors be subject to Declarant approval until the expiration of the period of Declarant Control.

(b) Not later than 120 days after Declarant has conveyed to Owners other than Declarant title to 50% of the Units that may be created in the Condominium, an election shall be held by the Association, pursuant to the Bylaws, for the election of not less than 1/3 of the members of the Board of Directions by Unit Owners other than Declarant.

(c) At least thirty days prior to the termination of the period of Declarant Control, the Association shall elect a Board pursuant to the Bylaws, the terms of such directors to commence as of the date on which the period of Declarant Control terminates.

9.3 Working Capital Contribution. Each Owner shall, at the time such Owner purchases a Unit from Declarant or from a subsequent Owner of a Unit, contribute an amount to the Association equal to the Working Capital Contribution. Such amount shall be a contribution of working capital to the Association and shall not be considered as an advance payment of the Monthly Assessments.

10. Miscellaneous

10.1 Revocation or Termination of Declaration.

This Declaration may be revoked or the Condominium established hereby may be terminated, but only by an instrument in writing, duly approved, executed and acknowledged by those Owners holding not less than 80% of the Allocated Interests and not less than 51% vote of the Mortgagees or if the entire Property is Taken. Any such instrument of revocation or termination shall be duly filed of record in the County. If the Property is to be sold upon termination, the agreement effecting such termination shall also set forth the terms of such sale and comply with the provisions of Section 82.068(c) of the Act.

10.2 Amendment to Declaration.

This Declaration may be amended at a meeting of the Owners at which the amendment is approved by all Owners and by the vote of not less than 51% of the Mortgagees. Such amendment shall be evidenced by a written instrument executed and acknowledged by an officer of the Association on behalf of the Owners and by the consenting Mortgagees and filed of record in the County. Any such amendment so effected shall be binding upon all of the Owners and the Mortgagees.

10.3 Partial Invalidity.

In the event any provision of the Governing Documents shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall in no way impair or affect the validity or enforceability of the remainder of such instruments.

10.4 Conflicts.

If any of the provisions of the Governing Documents shall be in conflict with the provisions of the Act or the Texas Nonprofit Corporation Act or the Texas Business Corporation Act, the provisions of such statutes shall control. If a conflict exists between the provisions of the Governing Documents; the documents shall control in the following order:

1. This Declaration;
2. The Certificate;
3. The Bylaws; and
4. The Regulations

10.5 Captions and Exhibits.

Captions used in the various sections of this Declaration are for convenience only, and they are not intended to modify or affect the meaning of any of the substantive provisions hereof. All exhibits are incorporated in and made a part of this Declaration for all purposes. The exhibits attached to this Declaration are:

Exhibit A – Legal Description of Land
Exhibit B – Map
Exhibit C – Allocated Interests

10.6 Usury.

It is expressly stipulated and agreed to be the intent of the Declarant that at all times the terms of this Declaration, the Bylaws and the Regulations shall comply strictly with the applicable Texas law governing the maximum rate or amount of interest payable under any provision of this Declaration, the Bylaws, or the Regulations. If the applicable law is ever judicially interpreted so as to render usurious any amount contracted for, charged, taken, reserved or received pursuant to this Declaration, the Bylaws, the Regulations or any other communication or writing by or between the Association and the Owners related to the matters set forth in this Declaration, the Bylaws, or the Regulations or any other communication or writing by or between the Association and the Owners related to the matters set forth in this Declaration, the Bylaws, or the Regulations, then it is the express intent of Declarant that all amounts charged in excess of the maximum rate allowed by Texas law shall be automatically canceled, *ab initio*, and all amounts in excess of the maximum rate allowed by Texas law theretofore collected shall be refunded, and the provisions of this Declaration, Bylaws, or the Regulation shall immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law. Owners hereby agree that as a condition precedent to any claim seeking usury penalties against the Association or any billing Owner, any Owner will provide written notice to the Association or any billing Owner, advising the Association or any billing Owner in reasonable detail of the nature and amount of the violation, and the Association or any billing Owner shall have sixty days after receipt of such notice in which to correct such usury violation, if any, by either refunding such excess interest to the Owner or crediting such excess interest against the obligation then owing by such Owner to the Association or any billing Owner.

10.7 Use of Number and Gender.

Whenever used herein, and unless the context shall otherwise provide, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders.

10.8 Governing Law.

THE GOVERNING DOCUMENTS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY ACTION BROUGHT IN CONNECTION WITH THE CONDOMINIUM SHALL BE IN DENTON COUNTY, TEXAS.

10.9 Estoppel Certificates.

Each Owner, from time to time, but no more often than three times per calendar year, shall have the right to require the Association to deliver to the requesting Owner a written statement addressed to the requesting Owner and its Mortgagee or purchaser of its Unit, as applicable, without payment of any fee or reimbursement of any cost certifying:

(a) that this Declaration is unmodified and in full force and effect (or, if modified, that this Declaration as so modified is in full force and effect);

(b) that this Declaration attached to the certificate is a true and correct copy of this Declaration and all amendments hereto;

(c) that, to the knowledge of the certifying party, the requesting party is not in default of any of its obligations under this Declaration (or if the certifying party knows the requesting party to be in default, specifying the defaults and any remaining cure period, if any);

(d) that the certifying party holds no then existing liens against the requesting party's Unit;

(e) the date through which all Assessments have been paid by the requesting Owner; and

(f) such other matters as are reasonably requested by the requesting Owner.

10.10 Non-Liability of Association and Declarant for Security. Without limitation of any other provision of this Declaration, each Owner (by acceptance or possession of title to a Unit) and their Tenants and family (by occupancy and possession of the Unit), guests and invitees, covenant and agree with respect to any and all security services, systems and facilities provided directly or indirectly by the Association as follows:

(a) Security is the sole responsibility of local law enforcement agencies and individual Owners, their Tenants, and their respective guests and invitees. It is acknowledged that the Association has no obligation whatsoever to provide security. Security services, systems and facilities shall be provided at the sole discretion of the Board of Directors. The provision of any security services, systems and facilities at any time shall in no way prevent the Board from thereafter electing to discontinue or temporarily or permanently remove such security service, systems and facilities or any part thereof.

(b) Any third party providers of security services (including those providing maintenance and repair of security systems and facilities) shall be independent contractors, the acts or omissions of which shall not be imputed to the Association or its officers, directors, committee members, agents or employees.

(c) Providing of any security services, systems and facilities shall never be construed as an undertaking by the Association to provide personal security or as a guarantee or warranty that the presence of any security service, system or facilities will in any way increase personal safety or prevent personal injury or property damage due to negligence, criminal conduct or any other cause.

(d) EACH OWNER, BY ACCEPTANCE OF A DEED TO A UNIT, SHALL BE DEEMED TO HAVE WAIVED, ON BEHALF OF SUCH OWNER AND SUCH OWNER'S TENANTS, AND THEIR RESPECTIVE FAMILY MEMBERS, GUESTS AND INVITEES, ANY AND ALL CLAIMS, NOW OR HEREAFTER ARISING AGAINST THE DECLARANT AND THE ASSOCIATION AND THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE MEMBERS, AGENTS AND EMPLOYEES ARISING OUT OF OR RELATING TO ANY INJURIES, LOSS OR DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION ANY INJURY OR DAMAGES CAUSED BY

THEFT, BURGLARY, TRESPASS, ASSAULT, VANDALISM OR ANY OTHER CRIME, TO ANY PERSON OR PROPERTY ARISING, DIRECTLY OR INDIRECTLY, FROM THE PROVIDING OR FAILURE TO PROVIDE ANY SECURITY SERVICES, SYSTEMS AND FACILITIES, OR THE DISCONTINUATION, DISRUPTION, DEFECT, MALFUNCTION, OPERATION, REPAIR, REPLACEMENT OR USE OF ANY SECURITY SERVICES, SYSTEMS AND FACILITIES, WHETHER CAUSED OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE DECLARANT OR THE ASSOCIATION, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE MEMBERS, AGENTS, CONTRACTORS OR EMPLOYEES.

(e) To the extent the release in this Section is not deemed effective as to any Tenant, or any family member, guest or invitee of an Owner or Tenant of a Unit, the Owner of each Unit (by acceptance of a deed to a Unit), hereby indemnifies and agrees to defend and hold harmless the Declarant and the Association, and their respective officers, directors, committee members, agents, and employees from and against any and all claims, actions, suits, judgments, damages, costs and expenses (including attorney fees and court costs) arising from bodily injury (including, without limitation, mental anguish, emotional distress and death) and/or loss or damage to property suffered or incurred by any such Tenant of such Unit, or any family member, guest or invitee of the Owner or Tenant of such Unit, as a result of criminal activity within or in the vicinity of the Condominium, WHETHER CAUSED OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE DECLARANT, THE ASSOCIATION OR THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE MEMBERS, AGENTS, CONTRACTORS OR EMPLOYEES.

(f) Any obligation or liability of the Association which is borne by the Association because of an Owner not abiding by such waiver, release and indemnity obligations under this Subsection 10.10 shall be assessed by the Association as an Individual Assessment against the Owner and the Unit of the Owner who failed to perform such obligation giving rise to such liability. Nothing herein shall make any Owner liable to the Association or any other Owner for any bodily injury and/or loss or damage to property of the Tenant, family member, guest or invitee of any other Owner.

10.11 Waiver. No failure of the Declarant or the Association to exercise any right or power under this Declaration, the Bylaws or the Regulations or to insist upon strict compliance therewith and no custom or practice not strictly in accordance with the terms of the Declaration, Bylaws or Regulations shall constitute a waiver of the right to thereafter demand strict compliance with the terms of the Declaration, Bylaws and Regulations.

10.12 Additional Disclosures. Declarant makes the following additional disclosures relating to the Unit and the Condominium:

(a) The Condominium is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved or widened in the future.

(b) The views and natural light from an Owner's Unit can change over time due to, among other things, additional development and the addition or removal of landscaping.

(c) No representations are made regarding the uses or zoning of adjacent property, or that the present uses of adjacent property may not change in the future.

(d) No representations are made regarding which schools may now or hereafter serve the Condominium.

(e) Any Unit Owner who is concerned about any representations regarding the Map should do its own investigation as to the dimensions, measurements and square footage of its Unit.

(f) Owners should expect that Assessments can and will increase over time due in part to inflation and increases in the cost of certain items beyond the control of the Association, such as the cost of insurance premiums.

(g) It is acknowledged that there may be conditions outside of the Condominium which an Owner or Tenant finds objectionable and that it shall be the sole responsibility of the Owners and Tenants to become acquainted with the neighborhood conditions which could affect their enjoyment of the Unit.

(h) Concrete surfaces in the Building are subject to cracking due to (1) water penetration, (2) expansion and contraction of the concrete with temperature changes, (3) building settlement, or (4) other causes.

(i) Condensation may appear on the interior portion of windows and glass surfaces and fogging of windows and glass surfaces may occur due to temperature disparities between the interior and exterior portions of the windows, glass and framing. If left unattended and not properly maintained by Owners and occupants, the condensation may result in staining, damage to surrounding seals, caulk, paint, wood work and sheetrock, and potentially, mildew and/or mold.

(j) No representations are made that the Systems in a Unit, including, by way of example only, heating and air conditioning and electrical systems, will operate or perform at the level or standard equal to or greater than the minimum specifications of the manufacturer of such Systems.

(k) Water may pond or puddle on various portions of the Common Elements, including without limitation, the Parking Area.

(l) EACH OWNER, BY ACCEPTANCE OF A DEED OR OTHER CONVEYANCE OF THEIR UNIT, HEREBY ACKNOWLEDGES AND AGREES THAT SOUND AND IMPACT NOISE TRANSMISSION IN A MULTI-LEVEL BUILDING SUCH AS THE CONDOMINIUM IS VERY DIFFICULT TO CONTROL AND THAT NOISES FROM ADJOINING OR NEARBY UNITS AND/OR MECHANICAL EQUIPMENT CAN AND WILL BE HEARD IN UNITS. DECLARANT DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE LEVEL OF SOUND OR IMPACT NOISE TRANSMISSION BETWEEN AND AMONG UNITS AND THE OTHER PORTIONS OF THE CONDOMINIUM, AND EACH OWNER HEREBY WAIVES AND EXPRESSLY RELEASES, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, ANY SUCH WARRANTY AND CLAIM FOR LOSS OR DAMAGES RESULTING FROM SOUND OR IMPACT NOISE TRANSMISSION.

(m) UNITS MAY INCLUDE ONE OR MORE COLUMNS RUNNING THROUGH THE INTERIOR AIRSPACE OF THE UNIT. EACH OWNER SHOULD CONFIRM THAT THE LOCATION OF ANY COLUMNS IN THE UNIT BEING PURCHASED WILL NOT INTERFERE WITH THE OWNER'S INTENDED OCCUPANCY AND USE OF THE UNIT.

(n) The Building has a low-sloping T.P.O. roof system. Rainwater and refuse may accumulate on various portions of the Building's roof system and possibly cause water intrusion and water penetrations and should be anticipated by the Owners and occupants.

(o) The Condominium is or may be in the future located in an area in which there are a number of entertainment venues including those offering live music and/or dancing and which may have late-night hours. This environment may create excessive noise, traffic and other conditions associated with such an entertainment district.

11. Mortgagee Protections

11.1 Notice to Mortgagees.

All Mortgagees shall be entitled to receive the following notices in writing from the Association or any Owner exercising rights granted to it under this Declaration, which notice shall be sent promptly following the occurrence of the applicable event:

(a) Notice of any proposed action which requires the consent of Mortgagees, which notice shall be given not less than thirty days prior to the desired effective date of such action;

(b) Notice of default by the Owner or grantor of a Lien Indebtedness on a Unit (the beneficial interest in which is held by that Mortgagee) in the performance of such Owner's or grantor's obligations, or delinquency in the payment of Assessments or charges owed by such Owner, which remains uncured for a period of thirty days;

(c) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond required to be maintained hereunder by the Association or by any Owner;

(d) Notice of any damage or destruction to or condemnation of any portion of the Condominium that affects either a material portion of the Property or the Unit securing a Mortgagee's Lien Indebtedness, which notice shall be given promptly upon the Association's obtaining knowledge of such damage or destruction; and

(e) Sixty days' notice prior to the Association instituting any foreclosure action on any Unit.

11.2 Cure Rights.

Any Mortgagee shall have the right, but not the obligation, at any time prior to the termination of this Declaration, and without payment of any penalty, to do any act or thing required of such Mortgagee's borrower; and to do any act or thing which may be necessary or proper to be done in the performance and observance of the agreements, covenants and conditions hereof. All payments so made and all things so done and performed by any Mortgagee shall be effective to prevent a default under this Declaration as the same would have been if made, done and performed by the Owner instead of by said Mortgagee. Any event of default under this Declaration that in the nature thereof cannot be remedied by Mortgagee shall be

deemed to be remedied if (i) within thirty days after receiving written notice from the non-defaulting party setting forth the nature of such event of default, or prior thereto, the Mortgagee shall have acquired the property owned by the defaulting party (the "Acquired Property") or shall have commenced foreclosure or other appropriate proceedings in the nature thereof; (ii) the Mortgagee diligently prosecutes any such proceedings to completion; (iii) the Mortgagee shall have fully cured any default in the payment of any monetary obligations owed the non-defaulting party hereunder within such thirty day period and shall thereafter continue to perform faithfully all such non-monetary obligations which do not require possession of the acquired Property; and (iv) after gaining possession of the Acquired Property following a foreclosure or deed in lieu thereof, the Mortgagee performs all other obligations of the defaulting party hereunder as and when the same are due.

11.3 No Invalidity of Mortgage Lien.

No violation of this Declaration by, or enforcement of this Declaration against, any party shall impair, defeat or render invalid the lien or any mortgage.

11.4 Cooperation with Mortgagee.

The Association shall cooperate reasonably with any requesting party in regard to the satisfaction of requests or requirements by a Mortgagee; provided, however, such cooperation shall be at the sole cost and expense of the requesting party, and provided, further, that no party shall be deemed obligated to accede to any request or requirement that materially and adversely affects its rights under this Declaration.

11.5 Unpaid Assessments.

Each Mortgagee holding a mortgage encumbering any Unit, which Mortgagee obtains title to such Unit pursuant to judicial foreclosure or the powers provided in such mortgage, shall take title to such Unit free and clear of any claims for unpaid assessments or charges against such Unit that accrued prior to the time such Mortgagee acquires title to such Unit.

11.6 Books and Records.

All Mortgagees, upon written request, shall have the right to:

(a) examine the books and records of the Association, including current copies of the Declaration, Regulations, and financial statements, during normal business hours;

(b) require the Association to submit an annual audited financial statement for the preceding fiscal year within 120 days of the end of the Association's fiscal year, if one is available, or have one prepared at the expense of the requesting entity if such statement is not otherwise prepared by the Association;

(c) receive written notice of all meetings of the Owners; and

(d) designate in writing a representative to attend all such meetings.

11.7 Material Changes.

All Mortgagees, upon written request, shall be given thirty days' written notice prior to the effective date of (i) any proposed material amendment to this Declaration or the Map; (ii) any termination of an

agreement for professional management of the Property following any decision of the Owners to assume self-management of the Property, and (iii) any proposed termination of the Condominium.

11.8 Priority of Rights.

No provision of the Declaration shall be construed or applied to give any Owner priority over any right of any Mortgagee in the case proceeds or awards are not applied to restoration but are distributed to Owners in the case of a casualty loss, or condemnation of, a Unit and/or Common Element.

[signature page and exhibits follow]

EXECUTED to be EFFECTIVE on the date first written above.

DECLARANT:

LAKE SHORE PLAZA, LLC,
a Texas limited liability company

By:_____
Mahdi Matt Shekari, Chief Executive Officer

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2021, by Mahdi Matt Shekari, as Chief Executive Officer of LAKE SHORE PLAZA, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

CONSENT OF MORTGAGEE

The undersigned, being the owner and holder of a first lien Deed of Trust affecting the Property, does hereby CONSENT to all of the provisions, restrictions and obligations contained in this Declaration.

_____
a _____

By:_____
_____, _____

THE STATE OF TEXAS §
§
COUNTY OF_____ §

This instrument was acknowledged before me on the _____day of _____, 2021, by _____, its _____.

_____
Notary Public, State of Texas

EXHIBIT A

LEGAL DESCRIPTION OF LAND

A portion of Lot 1, Block A, of Lakeshore Plaza, an Addition to the Town of Little Elm, Denton County, Texas, according to the Plat thereof recorded in Document No. 2016- 2091, Plat Records, Denton County, Texas.

[TO BE UPDATED UPON FILING OF REPLAT]

EXHIBIT B

MAP

[TO BE ATTACHED PRIOR TO RECORDING]

EXHIBIT C

ALLOCATED INTERESTS

UNIT #	Square Footage	Allocated Interest
101	3,220	8.2%
201	975	2.5%
202	920	2.3%
203	1,595	4.1%
204	970	2.5%
205	1,550	3.9%
207	1,550	3.9%
208	1,470	3.7%
301	975	2.5%
302	920	2.3%
303	1,595	4.1%
304	970	2.5%
305	1,550	3.9%
307	1,550	3.9%
308	1,470	3.7%
401	975	2.5%
402	920	2.3%
403	1,595	4.1%
404	970	2.5%
405	1,550	3.9%
407	1,550	3.9%
408	1,470	3.7%
501	1,970	5.0%
503	2,330	5.9%
504	2,245	5.7%
505	2,520	6.4%
Total Square Footage	39,375	100.00%

DECLARATION OF ACCESS EASEMENT AND SHARED USE AGREEMENT

THIS DECLARATION OF ACCESS EASEMENT AND SHARED USE AGREEMENT (this "Agreement") is made as of the ____ day of _____, 2021 (the "Effective Date"), by Lake Shore Plaza, LLC, a Texas limited liability company, whose address for notice is 3899 Adams Lane, Frisco, Texas 75034 ("Declarant").

W I T N E S S E T H:

A. Declarant is the owner of those certain two tracts of real property situated in the Town of Little Elm, Denton County, Texas, more particularly described as follows:

Lot 1R ("Lot 1R"):
Lot 1R, Block A, of Lakeshore Plaza, an Addition to the Town of Little Elm, Denton County, Texas, according to the Replat thereof recorded under Instrument No. 2021-_____, Plat Records, Denton County, Texas.

Lot 4 ("Lot 4"):
Lot 4, Block A, of Lakeshore Plaza, an Addition to the Town of Little Elm, Denton County, Texas, according to the Plat thereof recorded under Instrument No. 2021-_____, Plat Records, Denton County, Texas.

B. Lot 4 is located immediately adjacent to Lot 1R. Lot 1R and Lot 4 are collectively referred to herein as, the "Property."

C. Declarant desires to grant a non-exclusive perpetual easement over, across, and upon a portion of Lot 1R for access to and shared use of a dumpster located on Lot 1R for the benefit of Lot 4, as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the above premises and the provisions herein contained, Declarant hereby covenants and agrees as follows:

1. Definitions. For purposes hereof:

1.1 The term "Owner" shall mean the person or entity that holds fee title from time to time to each of the Lots or any portion thereof, and any and all successors or assigns of any such persons or entities who hold title thereto. The term "Owners" (unless the context otherwise dictates) shall collectively mean each present and/or future Owner of a Lot comprising the Property. Declarant shall be deemed to be the Owner of each Lot comprising the Property until such time as it conveys such Lot or any portion thereof to a person or entity not a party hereto.

1.2 The term "Permittees" shall mean the tenant(s) or occupant(s) of each Lot or any portion thereof, and the respective employees, agents, contractors, customers, invitees and licensees of: (i) the Owner of such Lot or any portion thereof, and/or (ii) such tenant(s) or occupant(s).

2. Grant of Easement. Declarant, for itself and all future Owners of the Property, or any portion thereof, hereby grants, establishes, covenants and agrees that Lot 1R shall be burdened by a non-exclusive perpetual easement (the "Easement") over, across, and upon those portions of Lot 1R in the area depicted on Exhibit "A" attached hereto and incorporated herein (the "Easement Area") for the benefit of Lot 4.

3. Purpose. The purpose of the Easement is for vehicular and pedestrian ingress and egress over and across the Easement Area to the area depicted on Exhibit "B" attached hereto and incorporated herein ("Dumpster Area"). The Dumpster Area may be used by the Owner and Permittees of Lot 4 on a non-exclusive basis, for the use of the dumpster and/or compactor located within the Dumpster Area; provided that such use does not interfere or disturb the free-flow and access of traffic within the Easement Area. The Easement Area may not be used by the Owner or any Permittee of Lot 4 for parking or any use other than vehicular and pedestrian access.

4. Construction and Maintenance for Exterior Improvements. Declarant will design and construct on the Property, among other things, the access driveway and trash collection area (the "Exterior Improvements"). After construction, Declarant, by and through the association managing Lot 1R from time to time pursuant to that certain "Condominium Declaration of Lakeshore Plaza Condominiums" recorded on _____ ____, 2021, under Instrument No. 2021-_____, in the Official Public Records of Denton County, Texas, will be responsible for maintaining, repairing, and replacing the Exterior Improvements, including, without limitation, maintaining the surface of the access drives and maintaining the trash collection area and contracting for trash removal, and paying for the electricity connected to any of the Exterior Improvements, and any and all such other duties and obligations as are necessary to maintain such Exterior Improvements in a good, clean, safe and orderly condition.

5. Reimbursement of Maintenance Expenses. All actual, reasonable out-of-pocket costs necessarily and directly incurred in the maintenance, repair, and replacement of the Exterior Improvements, as provided in Section 5, along with reasonable administration fees or management fees are referred to as "Maintenance Expenses."

6. Contributions for Maintenance Expenses. From time to time at Declarant's discretion, Declarant will deliver to the Owners an itemized statement of Maintenance Expenses (with reasonable detail) incurred during the preceding period since the last period of reimbursement. Within 10 days of receipt of the itemized invoice, the Owners will reimburse the Declarant for their respective proportionate share of the Maintenance Expenses incurred (as provided below). The Maintenance Expenses shall be allocated among the Lots comprising the Property based on the square footage of the interior spaces of the buildings and shall be as follows:

Lot 1R: 80.3% (40,098 square feet)
Lot 4: 19.7% (9,820 square feet)

7. Assignment by Declarant. Declarant may assign its rights and responsibilities under Sections 4, 5, and 6 herein by filing of record an assignment and assumption of same, executed by Declarant and the party assuming such rights and responsibilities, in the Official Public Records of Denton County, Texas.

8. Miscellaneous.

8.1 Duration of Easement. The Easement shall be for a term commencing with the date hereof and continue perpetually.

8.2 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person or entity having any fee, leasehold or other interest therein and shall inure to the benefit of the respective Owners and Permittees and their respective successors, assigns, heirs, and personal representatives.

8.3 Declarant's Right to Replat Property. Declarant expressly reserves the right to replat any one or more Lots from time to time so as to enlarge or reduce the size of any Lot owned by Declarant, or to combine any adjacent Lot owned by Declarant, provided that the resulting replat does not materially affect the express purpose and benefits derived from the access drives or does not otherwise materially interfere with the use and enjoyment of the other Lot comprising the Property.

8.4 Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges or any type levied or made by any governmental body or agency with respect to its Lot.

8.5 No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Lots including, without limitation, the access driveway. No easements, except: (i) those expressly set forth in Paragraph 2 hereof, and/or (ii) an easement over, upon or across any Lot so as to enable the construction of the access driveway and other improvements required for the initial development of a Lot covered hereby, shall be implied by this Declaration; and in that regard, and without limiting the foregoing, no easements for storage, staging, signage, drainage or utilities are granted hereby or implied herein other than those expressly granted or referred to herein.

8.6 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by an Owner or its Permittees of any of the terms, easements, covenants, restrictions or conditions hereof, the other affected Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any damages or other amounts due and/or specific performance.

8.7 No Termination for Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Lot made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Lot covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

8.8 Amendment. Declarant hereby declares that the provisions of this Declaration may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the Lots, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the Official Public Records in Denton County.

8.9 Grantee's Acceptance. The grantee of fee title to any Lot, or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from the Declarant or from a subsequent Owner of such Lot, shall accept such deed or contract upon and expressly subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for itself and its successors, assigns, heirs, and personal representatives, covenant, consent and agree to and with the other party, to keep, observe, comply with, and perform the obligations and declarations set forth herein with respect to the Lot so acquired by such grantee.

8.10 Separability. Each provision of this Declaration and the application thereof to the Property are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration. In the event

the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of one or more Lots by the same person or entity shall not terminate this Declaration not in any manner affect or impair the validity or enforceability of this Declaration.

8.11 Time of Essence. Time is of the essence of this Declaration.

8.12 Governing Law and Venue. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Declaration.

8.13 Attorney's Fees. Any party who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Declaration or the subject matter hereof, is additionally entitled to recover reasonable attorney's fees, expert fees, and all other litigation expenses.

8.14 Notices**.** Any notice required or permitted under this Declaration must be in writing. Any notice required by this Declaration will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Declaration. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

8.15 No Joint Venture or Partnership. The parties do not intend by this Declaration to create a partnership or joint venture among themselves, but merely set forth the terms and conditions of the obligations set forth in this Declaration regarding the Lots, the development of same, and other related matters. No party to this Declaration is authorized to act as agent for any other party or to otherwise act on behalf of any other party.

8.16 Default. In the event of a breach, or attempted or threatened breach, by any owner of any portion of the Lots of any of the terms, covenants, and conditions hereof, any one or all of the other owners of the Lots shall be entitled forthwith to injunctive relief and/or all such other available legal and equitable remedies from the consequences of such breach. All costs and expenses incurred by an owner in any such suit or proceedings shall be assessed against the defaulting owner and shall constitute a lien against the defaulting owner's portion of the Lots effective upon recording notice thereof in the Office of the County Clerk of Denton County, Texas. The remedies of any one or all such Owners to the Lots shall be cumulative as to each Owner and as to all other remedies permitted at law or in equity.

[**SIGNATURES ON FOLLOWING PAGE**]

EXECUTED as of the date first written above.

DECLARANT:

LAKE SHORE PLAZA, LLC,
a Texas limited liability company

By:_____
Mahdi Matt Shekari, Chief Executive Officer

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2021, by Mahdi Matt Shekari, as Chief Executive Officer of LAKE SHORE PLAZA, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

[Remainder of Page Intentionally Left Blank]

CONSENT OF MORTGAGEE

The undersigned, being the owner and holder of a first lien Deed of Trust affecting the Property, does hereby CONSENT to all of the provisions, restrictions and obligations contained in this Declaration.

_____
a _____

By:_____
_____, _____

THE STATE OF TEXAS §
§
COUNTY OF_____ §

This instrument was acknowledged before me on the _____day of _____, 2021, by _____, its _____.

_____
Notary Public, State of Texas

Exhibit A

Depiction of Easement Area

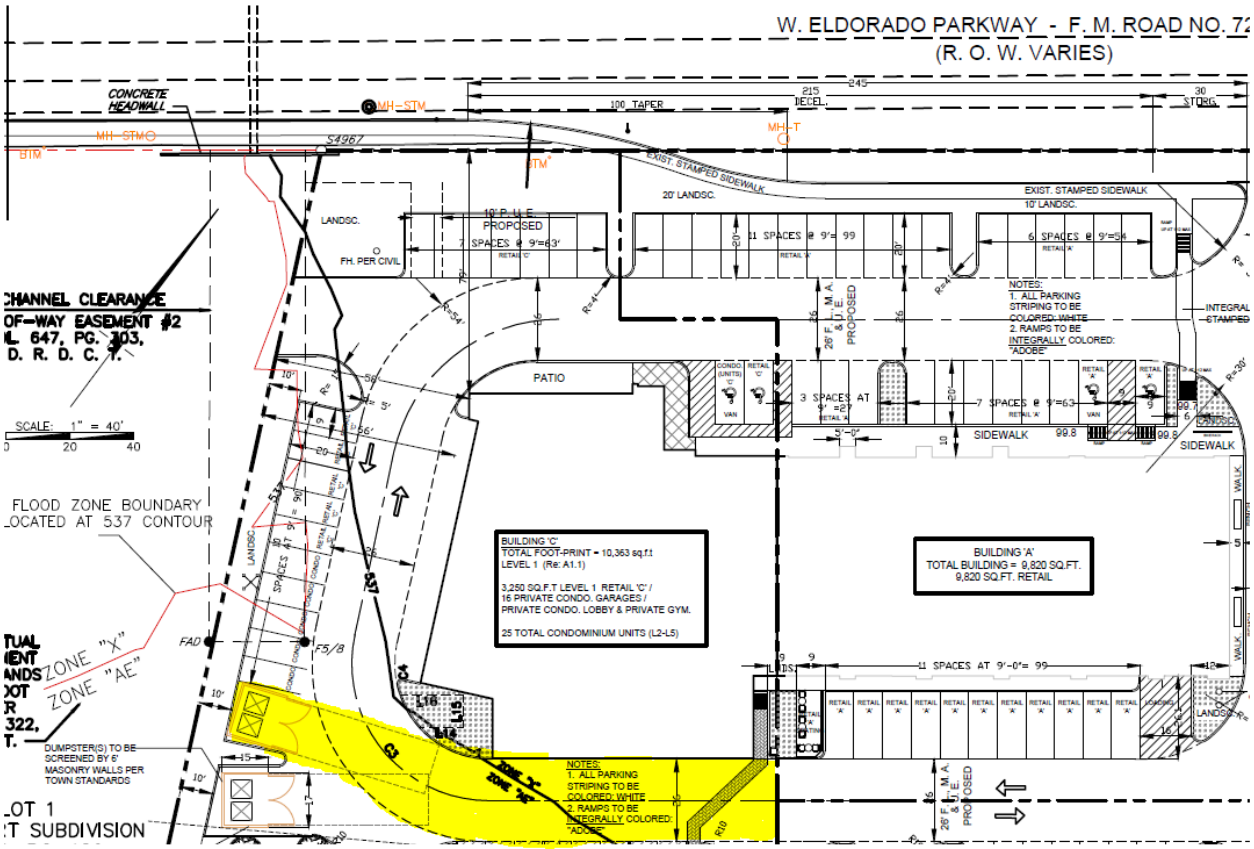
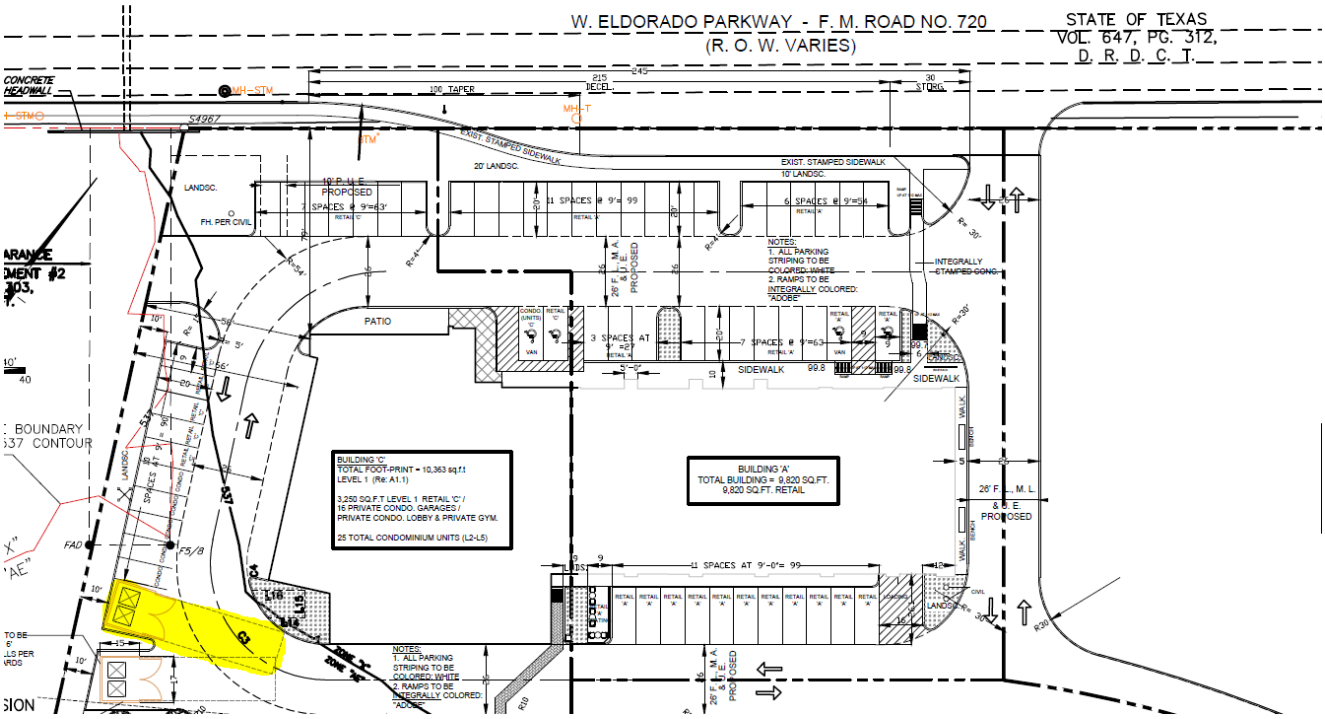


Exhibit B

Depiction of Dumpster Area



Date:	10/18/2022
Agenda Item #:	6. E.
Department:	Economic Development Corporation
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Hold a Public Hearing to Present, Discuss, and Consider Action on **Ordinance No. 1687 Accepting and Approving a Service and Assessment Plan and Assessment Roll for the Valencia Public Improvement District No. 2 and Levying Assessments.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1687

DESCRIPTION:

Public Hearing to consider an Ordinance levying assessments on property within the Valencia Public Improvement District No. 2. (the "District"); approving the final Valencia Public Improvement District No. 2 Service and Assessment Plan, including the Assessment Roll; making a finding of special benefit to property within the district; and other matters related thereto, pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Ordinance 1687 - Assessment Ordinance for Valencia PID #2

ORDINANCE NO. 1687

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE VALENCIA PUBLIC IMPROVEMENT DISTRICT NO. 2; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN THE DISTRICT; LEVYING ASSESSMENTS AGAINST PROPERTY WITHIN THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a petition was submitted and filed with the Town Secretary (the "Town Secretary") of the Town of Little Elm, Texas (the "Town") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district located within the corporate limits of the Town; and

WHEREAS, the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the proposed District, as determined by the then current ad valorem tax rolls of the Denton Central Appraisal District, and the signature of the record owner of taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the proposed District; and

WHEREAS, on August 16, 2022, after due notice, the Town Council of the Town (the "Town Council") held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the petition as required by Section 372.009 of the PID Act and on August 16, 2022, the Town Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 0816202201 (the "Authorization Resolution"), adopted by a majority of the members of the Town Council, authorized the District in accordance with its finding as to the advisability of the improvement projects and services and also made findings and determinations relating to the estimated total costs of certain Authorized Improvements; and

WHEREAS, on August 19, 2022, the Town Secretary filed a copy of Resolution No. 0816202201 with the county clerk of each county in which all or a part of the District is located in accordance with the provisions of the PID Act; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the Town Secretary within 20 days after August 16, 2022, and

WHEREAS, on September 6, 2022, the Town Council adopted a resolution approving a preliminary service and assessment plan, including a proposed assessment roll for the District;

calling for a public hearing to consider an ordinance levying assessments on property within the District (the "Assessments"); authorizing and directing the Town Secretary of the Town to file the proposed assessment roll for the District and make such assessment roll available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Assessments against the property within the District (the "Levy and Assessment Hearing"); authorizing and directing the mailing of notice of the Levy and Assessment Hearing to owners of property liable for assessment; and directing related action; and

WHEREAS, on September 7, 2022, the Town Secretary, filed the Assessment Roll (defined below) and made the same available for public inspection; and

WHEREAS, the Town Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on September 18, 2022 in the *Denton Record-Chronicle*, a newspaper of general circulation in the Town; and

WHEREAS, the Town Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known addresses of the owners of the property liable for the Assessments; and

WHEREAS, on October 18, 2022, the Town Council convened the Levy and Assessment Hearing, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the improvements to be undertaken for the benefit of the District (the "Authorized Improvements"), the purposes of the Assessments, the special benefits of the Authorized Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the Town Council finds and determines that the Assessment Roll and the Valencia Public Improvement District No. 2 Service and Assessment Plan, dated October 18, 2022, in a form substantially similar to the attached *Exhibit A,* which final form shall be approved by the Town Manager and the Town's advisors (as updated, the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the assessment roll attached thereto as Appendix G (the "Assessment Roll"); and

WHEREAS, the Town Council further finds that there were no objections or evidence submitted to the Town Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Authorized Improvements (as described in the Service and Assessment Plan), the Assessment Roll, or the levy of the Assessments against the Assessed Property (as defined in the Service and Assessment Plan); and

WHEREAS, the owners (the "Landowners"), or their representatives, of the majority of the privately-owned and taxable property located within the District, who are the persons to be assessed pursuant to this Ordinance, have previously indicated their approval and acceptance of

the Service and Assessment Plan, approval of the Assessment Roll, approval of this Ordinance, and approval of the levy of the Assessments against their property; and

WHEREAS, the Town Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the Town, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

Section 1. Terms.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. Findings.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The Town Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the Actual Costs of Authorized Improvements (as reflected in the Service and Assessment Plan), and the Administrative Expenses (as defined in and as described by the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each parcel of Assessed Property will receive from the construction of the Authorized Improvements identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan (i) covers a period of at least five years, (ii) defines the annual indebtedness and projected costs for the Authorized Improvements, and (iii) includes a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended;

(c) The Service and Assessment Plan apportions the Actual Costs of the Authorized Improvements to be assessed against the Assessed Property as Assessments and such apportionment is made on the basis of special benefits accruing to the property because of the Authorized Improvements;

(d) All of the real property in the District which is being assessed in the amounts shown in the Assessment Roll will be benefited by the Authorized Improvements proposed to be constructed as described in the Service and Assessment Plan, and each parcel of Assessed Property will receive special benefits during the term of the Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the Actual Costs of the Authorized Improvements and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the Actual Costs of the Authorized Improvements and Administrative Expenses on property similarly benefited, and results in a reasonable

classification and formula for the apportionment of the Actual Costs of the Authorized Improvements;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Assessment Roll should be approved as the assessment roll for the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Annual Installments, interest and penalties on delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the services and improvements needed and required for the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the Town Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Assessment Roll.

The Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the assessment roll for the District.

Section 5. Levy and Payment of Assessments for Actual Costs of Authorized Improvements.

(a) The Town Council hereby levies an assessment on each parcel of Assessed Property (excluding Non-Benefited Property, as defined in the Service and Assessment Plan), as shown and described in the Service and Assessment Plan and the Assessment Roll, in the respective amounts shown on the Assessment Roll, as a special assessment on the properties set forth in the Assessment Roll.

(b) The levy of the Assessments shall be effective on the date of the adoption of this Ordinance levying the Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Administrative Expenses for the Assessed Property shall be calculated and collected pursuant to the terms of the Service and Assessment Plan.

Section 6. Method of Assessment.

The method of apportioning the Actual Costs of the Authorized Improvements and Administrative Expenses is set forth in the Service and Assessment Plan.

Section 7. Penalties and Interest on Delinquent Assessments.

Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

Section 8. Prepayments of Assessments.

As provided in Section VI of the Service and Assessment Plan, the owner of any Assessed Property subject to an Assessment may prepay the Assessments levied by this Ordinance.

Section 9. Lien Priority.

The Town Council and the Landowners intend for the obligations, covenants and burdens on the Landowners of each parcel of Assessed Property, including without limitation such Landowners' obligations related to payment of the Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Landowners, as the owners of each parcel of Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. Appointment of Administrator and Collector of Assessments.

(a) Appointment of Administrator.

MuniCap, Inc., is hereby appointed and designated to initially serve, or until otherwise determined by the Town Council, as the Administrator of the Service and Assessment Plan and

of the Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) Appointment of Collector.

The Tax Assessor/Collector of Denton County is hereby appointed and designated as the collector of the Assessments.

Section 11. Applicability of Tax Code.

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of the Assessments by the Town.

Section 12. Filing in Land Records.

The Town Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Assessment Roll, to be recorded in the real property records of Denton County, not later than the seventh day after the date the Town Council adopts this Ordinance approving the Service and Assessment Plan. The Town Secretary is further directed to similarly file each Annual Service Plan Update (as defined in the Service and Assessment Plan) approved by the Town Council not later than the seventh day after the date that the Town Council approves each Annual Service Plan Update.

Section 13. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Town Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 14. Effective Date.

This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage hereof.

PASSED AND APPROVED, this the 18th day of October, 2022.

TOWN OF LITTLE ELM, TEXAS

_____
Curtis J. Cornelious, Mayor

ATTEST:

_____
Caitlan Biggs, Town Secretary

_____
Matt Mueller, Town Manager

(Town Seal)

APPROVED AS TO FORM:

_____
Robert Brown, Town Attorney

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2022 by Curtis J. Cornelious, Matt Mueller, and Robert Brown, Mayor, Town Manager, and Town Attorney, respectively, of the Town of Little Elm, Texas on behalf of said Town.

_____
Notary Public, State of Texas

(SEAL)

EXHIBIT A

Service and Assessment Plan

VALENCIA PUBLIC IMPROVEMENT DISTRICT NO. 2

TOWN OF LITTLE ELM, TEXAS

SERVICE AND ASSESSMENT PLAN

October 18, 2022

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

VALENCIA
PUBLIC IMPROVEMENT DISTRICT NO. 2

SERVICE AND ASSESSMENT PLAN

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I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On August 16, 2022 (the "Creation Date") the Town Council (the "Town Council") of the Town of Little Elm, Texas (the "Town") passed and approved Resolution No. 0816202201 approving and authorizing the creation of the Valencia Public Improvement District No. 2 (the "PID") to finance the costs of certain public improvements for the benefit of property in such public improvement district (the "Authorized Improvements"), all of which is located within the Town.

The property in the PID is proposed to be developed as one phase, and the PID will finance public improvements as the property is developed. Assessments will be imposed on the property that receives a special benefit from the Authorized Improvements to be constructed.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. The Valencia Public Improvement District No. 2 Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan "must (i) cover a period of at least five years; (ii) define the annual indebtedness and the projected costs for improvements; and (iii) include a copy of the notice form required by Section 5.014, Property Code." The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix E.

Section 372.014 of the PID Act requires that "an assessment plan must be included in the annual service plan." The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that "the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district." The method of assessing the Authorized Improvement Costs and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter." The Assessment Roll for the PID is included in this Service and Assessment Plan. The Assessments as shown on the Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

B. DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to them as follows:

"**Actual Cost(s)**" means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a payment request in a form that has been reviewed and approved by the Town. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, and taxes, (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, Town permit fees, development fees), insurance premiums, and miscellaneous expenses.

Actual Costs include general contractor's fees in an amount up to a percentage equal to the percentage of work completed and accepted by the Town or construction management fees in an amount up to five percent of the eligible Actual Costs described in a payment request in a form that has been reviewed and approved by the Town. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

"Additional Interest" means the 0.50% additional interest rate charged on Assessments (if applicable) pursuant to Section 372.018 of the PID Act.

"Additional Interest Component" means the amount collected by application of the Additional Interest.

"Additional Interest Reserve" has the meaning set forth in Section V.F of this Service and Assessment Plan.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of

installments of the Assessments and the system of registration and transfer of the Bonds, (v) issuing, paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds or any other cost of issuance associated with the bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

"Administrator" means the employee or designee of the Town, identified in any indenture of trust relating to a series of Bonds or identified in any other agreement approved by the Town Council, who shall have the responsibilities provided for herein.

"Annual Installment" means, with respect to each Parcel, each annual payment of: (i) the Assessments including any applicable interest, as shown on the Assessment Roll attached hereto as Appendix G, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Administrative Expenses, and (iii) the Additional Interest described in Section V.F. of this Service and Assessment Plan.

"Annual Service Plan Update" has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

"Assessed Property" means any property that benefits from the Authorized Improvements within the PID on which Assessments have been imposed as shown in the Assessment Roll, as the Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes all Parcels within the PID other than Non-Benefited Property.

"Assessment" means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

"Assessment Ordinance" means an Assessment Ordinance adopted by the Town Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments.

"Assessment Revenues" mean the revenues received by or on behalf of the Town from the collection of Assessments or Annual Installment payment thereof.

"Assessment Roll" or **"Assessment Rolls"** means collectively or separately, as applicable, the Assessment Roll included in this Service and Assessment Plan as Appendix G or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an

Annual Service Plan Update, as each may be updated, modified, or amended from time to time in accordance with the procedures set forth in this Service and Assessment Plan and in the PID Act.

"Authorized Improvements" mean those public improvements described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, acquired, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

"Authorized Improvement Costs" mean the Actual Costs or the Budgeted Costs, as applicable, of all or any portion of the Authorized Improvements, as shown in Appendix B.

"Bonds" mean any bonds, including the Series 2022 PID Bonds, issued in one or more series for financing the Authorized Improvements and secured in whole or in part by the Assessment Revenues.

"**Budgeted Cost(s**)" means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

"Certification for Payment" means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements, which may be in segments or sections.

"County" means Denton County, Texas.

"**Delinquent Collection Costs"** mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney's fees.

"Developer" means Valencia on the Lake 2B2 & 4, LLC, a Texas limited liability company and its successors and assigns.

"Equivalent Units" mean, as to any Parcel the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix F attached hereto.

"Homeowner Association" means a homeowners' association or property owners' association established for the benefit of property owners within the PID.

"Homeowner Association Property" means property within the PID owned by or irrevocably offered for dedication to, whether in fee simple or through an easement, a Homeowners' Association established for the benefit of a group of homeowners or property owners within the PID.

"Lot" means a tract of land described as a "lot" in a subdivision plat recorded in the official public records of the County.

"Lot Type" means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the Town Council. In the case of single family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated final average home value for each lot as of the date of the recorded subdivision plat, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the lot, as determined by the Administrator and confirmed by the Town Council.

"Maximum Assessment Per Unit" means an Assessment per unit for each applicable Lot Type as follows:

Lot Type 1 (60 Ft Lot) - $34,389.64
Lot Type 2 (50 Ft Lot) - $28,199.50

"Non-Benefited Property" means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.E.

"Parcel" or **"Parcels"** means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Denton Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the official public records for real property in Denton County.

"PID" has the meaning set forth in Section I.A. of this Service and Assessment Plan.

"PID Act" means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

"**Prepayment Costs**" mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment allowed by applicable law, reasonably expected to be incurred by or imposed upon the Town as a result of any prepayment of an Assessment.

"Public Property" means property, right of way and easements within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Denton County, the Town, a school district or any other public agency or political subdivision, whether in fee simple or through an exclusive use easement.

"Series 2022 PID Bonds" mean those certain Town of Little Elm, Texas, Special Assessment Revenue Bonds, Series 2022 (Valencia Public Improvement District No. 2 Project) that are secured primarily by the Assessment Revenues.

"Service and Assessment Plan" means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

"Town" means the Town of Little Elm, Texas.

"Town Council" means the duly elected governing body of the Town.

"Trust Indenture" means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

"Trustee" means the fiscal agent or trustee as specified in a Trust Indenture, including a substitute fiscal agent or trustee.

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the Town and contains approximately 189.257 acres of land. A map of the property within the PID is shown in Appendix A and a legal description of the property within the PID is shown in Appendix C to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 535 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of lots and the classification of each lot are based upon the proposed development plan.

The property within the PID is proposed to be developed as follows:

Table II-A
Proposed Development within the PID

Proposed Development	Quantity	Measurement
Single-Family - 60 Ft	196	Units
Single-Family - 50 Ft	339	Units
Total	**535**	**Units**

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

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III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and

(xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the Town has determined at this time to undertake only Authorized Improvements listed in Section III.B. on the following page and shown in the opinion of probable costs included as Appendix B and on the

diagrams included as Appendix D for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the Town and an update to this Service and Assessment Plan.

B. DESCRIPTIONS OF THE AUTHORIZED IMPROVEMENTS

The descriptions of the Authorized Improvements are presented below. The Budgeted Costs are shown in Table III-A and may be revised in an Annual Service Plan Update as needed.

A description of the Authorized Improvements are as follows:

Roadway Improvements

The roadway improvements within the PID consist of the construction of roadway improvements, including related paving, excavation, drainage, curbs, gutters, sidewalks, retaining walls, signage, traffic control devices, and right-of-way which benefit the Assessed Property. All roadway projects will be designed and constructed in accordance with Town standards and specifications and will be owned and operated by the Town.

Water Improvements

The water improvements within the PID consist of construction and installation of a looped water main network, which includes waterlines, valves, fire hydrants, and appurtenances, necessary for the water distribution system that will service the Assessed Property. The water improvements will be designed and constructed in accordance with Town standards and specifications and will be owned and operated by the Town.

Sanitary Sewer Improvements

Onsite:

The onsite sanitary sewer improvements within the PID consist of construction and installation of various sized sanitary sewer pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to Assessed Property. The onsite sanitary sewer improvements will be designed and constructed in accordance with Town standards and specifications and will be owned and operated by the Town.

Offsite:

The offsite sanitary sewer improvements within the PID consist of construction and installation of various sized sanitary sewer pipes, service lines, manholes, encasements, appurtenances, and a lift station necessary to provide sanitary sewer service to Assessed Property. The offsite sanitary sewer improvements will be designed and constructed in accordance with Town standards and specifications and will be owned and operated by the Town.

Storm Drainage Improvements

The storm drainage improvements within the PID consist of reinforced concrete pipes, reinforced concrete boxes, multi-reinforced box culverts, junction boxes, inlets, headwalls, and appurtenances which benefit the Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with Town standards and specifications and will be owned and maintained by the Town.

Soft and Miscellaneous Costs

The soft and miscellaneous costs within the PID consist of engineering and surveying, project management fees, contingency, district formation, and other soft and miscellaneous costs.

The Budgeted Costs of the Authorized Improvements shown in Table III-A may be revised in Annual Service Plan Updates. Savings from one line item may be applied to a cost increase in another line item. These savings may be applied only to increases in costs of the Authorized Improvements (i.e., the improvements for the benefit of property within the PID). Additional details of the Authorized Improvements are shown in Appendix B attached to this Service and Assessment Plan. The method of cost allocation is explained in Section V.C.

Table III-A
Budgeted Authorized Improvement Costs

Description	Total
Roadway improvements (including right-of-way)	$6,692,479
Water improvements	$1,673,302
Sanitary sewer improvements:	
Onsite sanitary sewer improvements	$1,367,548
Offsite sanitary sewer improvements	$891,510
Storm drainage improvements	$1,420,022
Other soft and miscellaneous costs	$2,286,596
Total Authorized Improvements	**$14,331,457**

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IV. SERVICE PLAN

A. PROJECTED SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. It is anticipated the Authorized Improvements will be completed and dedicated to the Town in the 4th quarter of 2022.

The Budgeted Costs for the Authorized Improvements plus costs related to the issuance of the Series 2022 PID Bonds and payment of expenses incurred in the establishment, administration and operation of the PID are $17,844,887 as shown in Table IV-A. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the Actual Costs of the Authorized Improvements, and updating the Assessment Roll. Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

Table IV-A shows the projected sources and uses of funds for the Authorized Improvements.

The Series 2022 PID Bonds described in Table IV-A are being issued in 2022 and will be used to finance the Authorized Improvement Costs.

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Table IV-A
Projected Sources and Uses

Sources of Funds	**Total**
Par amount	$16,300,000
Other funding sources[1]	$1,544,887
Total Sources	**$17,844,887**
Uses of Funds	
Authorized Improvements[2]:	
Roadway improvements (including right-of-way)	$6,692,479
Water improvements	$1,673,302
Sanitary sewer improvements:	
Onsite sanitary sewer improvements	$1,367,548
Offsite sanitary sewer improvements	$891,510
Storm drainage improvements	$1,420,022
Other soft and miscellaneous costs	$2,286,596
Subtotal	*$14,331,457*
Estimated Bond Issuance Costs:	
Cost of issuance	$978,000
Capitalized interest	$791,456
Reserve fund	$1,194,975
Administrative expense	$60,000
Underwriter's discount	$489,000
Subtotal	*$3,513,431*
Total Uses	**$17,844,887**

[1]Other funding sources, if any, consist of funds contributed by the Developer to complete the Authorized Improvements that are not funded by the Series 2022 PID Bonds, which will not be reimbursed to the Developer.
[2]See Table III-A for details.

B. PROJECTED FIVE -YEAR SERVICE PLAN

The annual projected costs and annual projected indebtedness are shown in Table IV-B. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-B
Annual Projected Costs and Annual Projected Indebtedness

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources[(2)]	Projected Annual Installments
2022	$17,844,887	$16,300,000	$1,544,887	$0
2023[(1)]	$0	$0	$0	$0
2024	$0	$0	$0	$1,305,950
2025	$0	$0	$0	$1,306,049
2026	$0	$0	$0	$1,306,360
2027	$0	$0	$0	$1,305,821
2028	$0	$0	$0	$1,306,432
Total	**$17,844,887**	**$16,300,000**	**$1,544,887**	**$6,530,612**

[1]Assumes interest in 2023 is funded with capitalized interest and Administrative Expenses in 2023 are funded with bond proceeds.
[2] Other funding sources, if any, consist of funds contributed by the Developer to complete the Authorized Improvements that are not funded by the Series 2022 PID Bonds, which will not be reimbursed to the Developer.

The annual projected costs shown in Table IV-B are the annual expenditures relating to the Authorized Improvements shown in Table III-A, the costs associated with creating the PID and costs of issuing the Series 2022 PID Bonds, including reserves shown in Table IV-A. The difference between the annual projected cost and the annual projected indebtedness, if any, represents an amount funded by the Developer.

C. PID DISCLOSURE

The PID Act requires that this Service and Assessment Plan, and each Annual Service Plan Update, include a copy of the notice form (required by Section 5.014 of the Texas Property Code), (the "PID Disclosure"). The PID Disclosure is attached hereto as Appendix E and may be updated from time to time or in Annual Service Plan Updates.

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V. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the Town Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

For purposes of this Service and Assessment Plan, the Town Council has determined that the Budgeted Costs of the Authorized Improvements shall be allocated as described below:

1. The Authorized Improvement Costs shall be allocated on the basis of Equivalent Units once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

2. The Town Council has concluded that larger more expensive homes are likely to be built on the larger lots, and that larger more expensive homes are likely to make greater use of and receive greater benefit from the Authorized Improvements. In determining the relative values of Parcels, the Town Council has taken into consideration (i) the type of development (i.e., residential, commercial, etc.), (ii) single-family lot sizes and the size of homes likely to be built on lots of different sizes, (iii) current and projected home prices provided by the Developer, (iv) the Authorized Improvements to be provided and the estimated costs, and (v) the ability of different property types to utilize and benefit from the Authorized Improvements.

3. The Assessed Property is classified into different Lot Types as described in Appendix F based on the type and size of proposed development on each Parcel.

4. Equivalent Units are calculated for each Lot Type based on the relative value of each Lot Type.

This section of this Service and Assessment Plan (i) describes the special benefit received by each Parcel within the Assessed Property as a result of the Authorized Improvements, (ii) provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the Assessments levied or to be levied on the Assessed Property, and (iii) establishes the methodologies by which the Town Council allocates and reallocates the special benefit of the Authorized Improvements to the Assessed Property in a manner that results in equal shares of the

Actual Costs of such improvements being apportioned to the Assessed Property similarly benefited. The determination by the Town Council of the assessment methodologies set forth below is the result of the discretionary exercise by the Town Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

B. SPECIAL BENEFIT

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment and administration of the PID shown in Table IV-A are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as "the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." (*Dictionary of Real Estate Appraisal, Third Edition*.) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the Assessed Property and has determined that the highest and best use of the Assessed Property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

The special assessments will repay financing that is on advantageous terms, as the Bonds issued to finance the Authorized Improvements will pay interest that is exempt from federal income tax.

As a result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax-exempt bonds will have a lower interest rate than debt that is not tax-exempt. The Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer's option. As a result of these advantageous terms, the financing provided by the PID is the most beneficial means of financing the Authorized Improvements.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve: (i) the determinations and finding by the Town Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the Town Council to be the most beneficial means of doing so. As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the Town Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;

2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;

3. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

4. Financing of the costs of the Authorized Improvements through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

5. As a result, the special benefit to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. Assessment Methodology

The costs of the Authorized Improvements may be assessed by the Town Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The costs of the Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

1. Assessment Methodology for the Authorized Improvements

For purpose of this Service and Assessment Plan, the Town Council has determined that the Budgeted Costs of the Authorized Improvements to be financed with the Bonds shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units anticipated to be developed on each Parcel within the PID.

Based on the Budgeted Costs of the Authorized Improvements, as set forth in Table III-A, the Town Council has determined that the benefit to the Assessed Property of the Authorized Improvements is at least equal to the Assessments levied on the Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units of all Lots in the platted Parcel, as calculated and shown in Appendix F using the types, number and average home value of Lots anticipated to be developed on each Parcel.

The Assessment and Annual Installments for each Parcel or Lot located within the PID is shown on the Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

D. ASSESSMENTS

The Assessments are being levied on each Parcel according to the Assessment Roll, attached hereto as Appendix G. The Annual Installments of the Assessments will be collected at the time and in the amounts shown on the Assessment Roll, subject to any revisions made during an Annual Service Plan Update.

See Appendix F for Assessment per unit, leverage, and estimated tax rate equivalent calculation details.

E. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates. The first year's Administrative Expenses are expected to be paid from the proceeds of the Series 2022 PID Bonds, as shown in Table IV-A.

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F. ADDITIONAL INTEREST RESERVE

Pursuant to the PID Act, the interest rate for Assessments may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%), the Additional Interest. The interest rate used to determine the Assessments is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds, with the Additional Interest Component of the Annual Installments allocated to fund a reserve to be used for paying interest associated with a prepayment and to offset any possible delinquency related costs and/or as described in the Trust Indenture, the Additional Interest Reserve. The Additional Interest Reserve shall be funded until it reaches 5.50% of the outstanding Bonds unless otherwise stipulated in the Bond documents. Once the Additional Interest Reserve is funded in full, the Town may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture.

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VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE PID

The Assessment and Annual Installments for each Assessed Property located within the PID is shown on the Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from the Assessed Property in an amount sufficient to pay (i) principal and interest on the Series 2022 PID Bonds, (ii) to fund the Additional Interest Reserve described in Section V, and (iii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel in the PID shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

B. REALLOCATION OF ASSESSMENTS

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated total Equivalent Units to be built on each new subdivided Parcel
D = the sum of the estimated total Equivalent units to be built on all of the new subdivided Parcels

The calculation of the estimated Equivalent Units to be built on a Parcel shall be performed by the Administrator and confirmed by the Town Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of Equivalent Units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the Town Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the Town Council.

C. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the Town the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.

2. If at any time the Assessment per unit on a Parcel exceeds the applicable Maximum Assessment Per Unit shown in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the Town prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per unit for the Parcel exceeds the applicable Maximum Assessment per Unit calculated in this Service and Assessment Plan.

3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

D. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds, resulting in excess Bond proceeds being available to redeem Bonds of such series, then the Assessment securing such series of Bonds for each Parcel of Assessed Property shall be reduced by the Town Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds. If all of the Authorized Improvements are not completed, the Town may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds, and such excess Bond proceeds shall be applied to redeem Bonds as provided in the Indenture, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the Town Council to reflect only the amounts required to repay the Bonds, including interest on the Bonds and Administrative Expenses. The Town Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of units, if determined by the Town Council to be the most fair and practical means of reducing the Assessments for each Parcel, and in accordance with the Trust Indenture, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds, including interest on the Bonds and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds is equal to the outstanding principal amount of the Bonds.

E. PAYMENT OF ASSESSMENTS

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of Bonds.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the Town shall deposit the payment in accordance with the Trust Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

(d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the Town to collect interest, Administrative Expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual

Installments each year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Additional Interest Reserve. Payment of the Annual Installments shall commence with tax bills mailed after the issuance of the Bonds.

Each Assessment levied against the Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Series 2022 PID Bonds and Additional Interest; the Assessment Roll sets forth for each year the Annual Installment for each parcel based on an estimated interest rate of 5.75% on the Series 2022 PID Bonds and Additional Interest at the rate of 0.5% for the Additional Interest Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Roll, as shown in Appendix G.

The Annual Installments shall be reduced to equal the Actual Costs of repaying the Series 2022 PID Bonds and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The Town reserves and shall have the right and option to refund the Bonds in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

F. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the Town Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, including capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, and including any existing deposits to a prepayment reserve. Annual Installments shall be collected by the Town in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the Town. The Town Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the Act.

Any sale of Assessed Property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such Assessed Property and such Assessed Property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such Assessed Property as they become due and payable.

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. Collection of the initial Annual Installments relating to the Authorized Improvements that benefit the Assessed Property will be due when billed and will be delinquent if not paid prior to February 1, 2024.

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VII. THE ASSESSMENT ROLL

A. ASSESSMENT ROLL

The Town Council has evaluated each Parcel in the PID based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of Authorized Improvements, and other development factors deemed relevant by the Town Council to determine the amount of Assessed Property within the PID.

The Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Authorized Improvements. Table VII-A summarizes the $17,844,887 in special benefit received by the Assessed Property from the Authorized Improvements, including costs of PID formation and administration and the Series 2022 PID Bonds issuance costs. The par amount of the Series 2022 PID Bonds is $16,300,000 which is less than the benefit received by the Assessed Property. Accordingly, the total Assessment to be applied to all the Assessed Property is $16,300,000, which will be collected in addition to interest thereon plus the Additional Interest and annual Administrative Expenses. The Assessment for each Assessed Property is calculated based on the allocation methodologies described in Section V.C. The Assessment Roll is attached hereto as Appendix G.

Table VII-A
Special Benefit Summary

Special Benefit	**Total Cost**
Total Authorized Improvements[(1)]	$14,331,457
Estimated Bond Issuance Costs:	
Cost of issuance	$978,000
Capitalized interest	$791,456
Reserve fund	$1,194,975
Administrative expense	$60,000
Underwriter's discount	$489,000
Subtotal Bond Issuance Costs	$3,513,431
Total Special Benefit	**$17,844,887**
Special Benefit:	
Total Special Benefit	$17,844,887
Projected Assessment	$16,300,000
Excess Benefit	**$1,544,887**

[1]See Table III-A for details.

B. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the Town Council for approval, annual updates to the Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the Town and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan and in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.E. of this Service and Assessment Plan.

Once Bonds are issued, the Assessment Roll shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds. This update shall reflect the actual interest on the Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds.

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The Town may elect to designate a third party to serve as Administrator. The Town shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the Town not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the Town Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the Town Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the Town Council, the decision of the Town Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the Town shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

The Town Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:

> *(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Collection Costs, and other charges imposed by the Service and Assessment Plan, and (iv) as may be required by the Attorney General of Texas in connection with the issuance of any series of Bonds.*

D. Administration and Interpretation of Provisions

The Town Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture, such determination shall be conclusive.

E. Severability

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Town Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Town.

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APPENDIX A
PID MAP

Existing Phases

DATA TABLE

Residential Type:	Lots	Acres
Phase 1		62.4
60'x 120' Lot	169	
80'x 135' Lot	41	
Total Lots	210	
Phase 2A		51.9
60'x 120' Lot	154	
Total Lots	154	
Phase 3		80.7
3A 40'x 100' Lot	126	24.2
3A 50'x 115' Lot	14	
3B 40'x 100' Lot	118	28.5
3B 50'x 115' Lot	21	
3C 40'x 100' Lot	142	28.0
3C 50'x 115' Lot	8	
Total Lots	429	

Future Phases

DATA TABLE

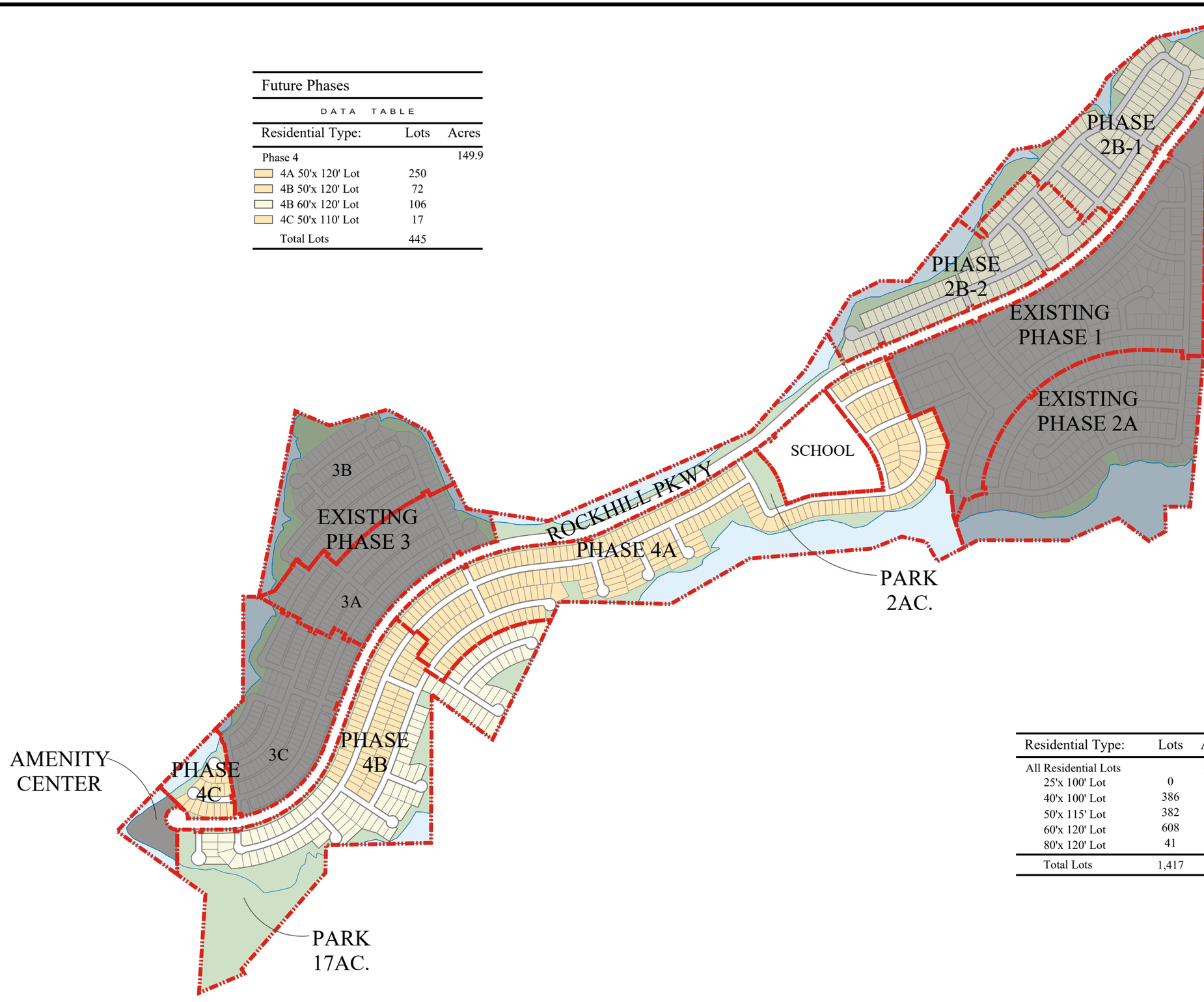
Residential Type:	Lots	Acres
Phase 4		149.9
4A 50'x 120' Lot	250	
4B 50'x 120' Lot	72	
4B 60'x 120' Lot	106	
4C 50'x 110' Lot	17	
Total Lots	445	

Proposed Phase 2B - Amendment No. 6

Approved Phases

DATA TABLE

Residential Type:	Lots	Acres
Phase 2B		57.7
2B-1 60'x 120' Lot	89	28.8
2B-2 60'x 120' Lot	90	28.9
Total Lots	179	



Residential Type:	Lots	Acres
All Residential Lots		447.9
25'x 100' Lot	0	
40'x 100' Lot	386	
50'x 115' Lot	382	
60'x 120' Lot	608	
80'x 120' Lot	41	
Total Lots	1,417	

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

VALENCIA ON THE LAKES - MASTER PLAN 11
TOWN OF LITTLE ELM ETJ, DENTON COUNTY, TEXAS

SCALE: 1"=400'
DATE: JAN. 2021

CENTURION AMERICAN

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LEGEND	
ROW	RIGHT-OF-WAY
VOL., PG.	VOLUME, PAGE
INST. NO.	INSTRUMENT NUMBER
RPRDCT	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
PRDCT	PLAT RECORDS, DENTON COUNTY, TEXAS

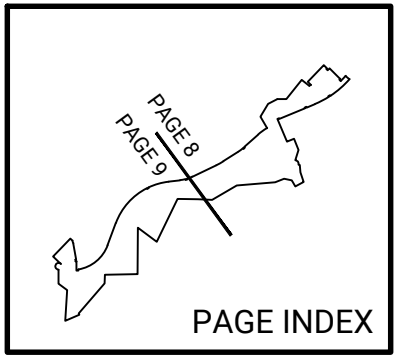

EXHIBIT "A"
VALENCIA ON THE LAKE

VALCENCIA PID NO. 2

189.257 ACRES
SITUATED IN THE
SANTIAGO GUARRARA SURVEY, ABSTRACT NO. 456, PIERCE FULGHUM SURVEY, ABSTRACT NO. 427, TEODORO RODRIGUEZ SURVEY, ABSTRACT NO. 1068 AND ALEXANDER COOPER SURVEY, ABSTRACT NO. 250
TOWN OF LITTLE ELM,
DENTON COUNTY, TEXAS

NOTES:

1. The bearings shown and recited hereon are referenced to the Texas Coordinate System of 1983 ~ North Central Zone No. 4202 - NAD 83. (All distances are surface distances with a surface to grid scale factor of 0.999849392677).
2. There are no improvements, easements or floodplain lines shown or referenced on this exhibit.
3. A description of even date attached hereto.
4. Corner Monuments referenced in the attached description are not shown plotted hereon.

"This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

BARRAZA CONSULTING GROUP, LLC
TBPLS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 20683
801 East Campbell Road, Ste. 650
Richardson, Texas 75081
TELEPHONE - (214)-484-7055

PROJECT NO. 2019-004
DATE June 2022

TECH=BAS
SCALE 1"=1000'

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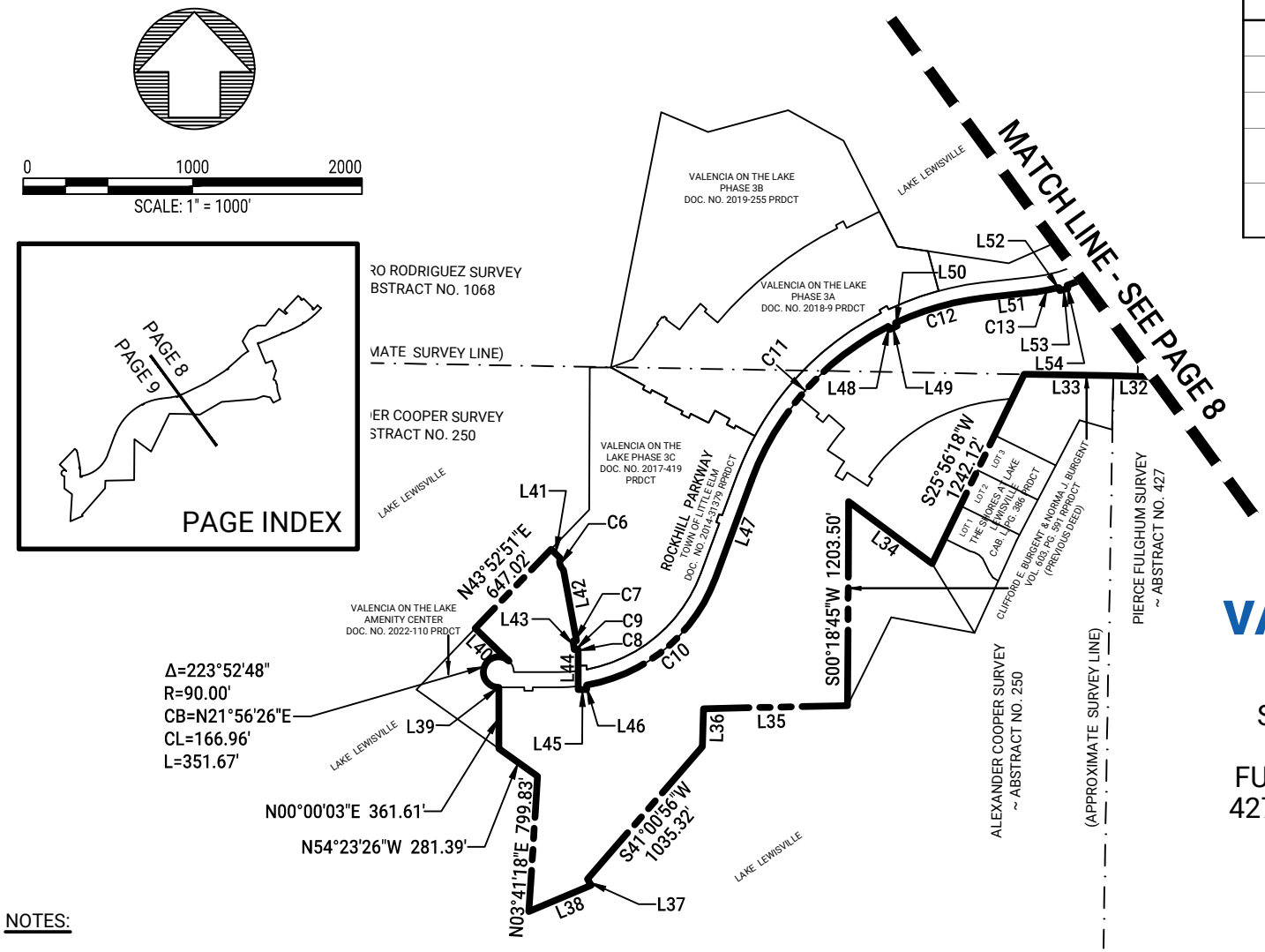
LEGEND	
ROW	RIGHT-OF-WAY
VOL., PG.	VOLUME, PAGE
INST. NO.	INSTRUMENT NUMBER
RPRDCT	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
PRDCT	PLAT RECORDS, DENTON COUNTY, TEXAS



NOTES:

1. The bearings shown and recited hereon are referenced to the Texas Coordinate System of 1983 ~ North Central Zone No. 4202 - NAD 83. (All distances are surface distances with a surface to grid scale factor of 0.999849392677).
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EXHIBIT "A"
VALENCIA ON THE LAKE
VALCENCIA PID NO. 2
189.257 ACRES
SITUATED IN THE
SANTIAGO GUARRARA SURVEY, ABSTRACT NO. 456, PIERCE FULGHUM SURVEY, ABSTRACT NO. 427, TEODORO RODRIGUEZ SURVEY, ABSTRACT NO. 1068 AND ALEXANDER COOPER SURVEY, ABSTRACT NO. 250
TOWN OF LITTLE ELM,
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TECH=BAS
SCALE 1"=1000'

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APPENDIX B
BUDGETED COSTS OF AUTHORIZED IMPROVEMENTS

BARRAZA
CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

COMMUNITY NAME:	**Valencia on the Lake**	**ACREAGE:**	174.774
PHASE:	2B2 & 4	**TOTAL LOTS:**	**535**
CITY OR TOWN:	Town of Little Elm, Denton County, Texas	**CREATED:**	07/26/22

COST SUMMARY - FUTURE PHASE 2B2 AND PHASE 4 BONDS

DIRECT COSTS	PER LOT COST	ITEM COST
GRADING - RIGHT OF WAY	$739	$395,401.86
WATER IMPROVEMENTS	$3,128	$1,673,301.50
SANITARY SEWER IMPROVEMENTS	$2,556	$1,367,548.30
STORM DRAINAGE IMPROVEMENTS	$2,654	$1,420,022.20
PAVING IMPROVEMENTS	$11,770	$6,297,077.00
OFFSITE UTILITY IMPROVEMENTS	$1,666	$891,510.00
SOFT COST IMPROVEMENTS	$2,956	$1,581,595.83
DISTRICT FORMATION	$1,318	$705,000.00
TOTAL DIRECT COST	$26,788	$14,331,456.69

APPENDIX C
LEGAL DESCRIPTION

VALENCIA ON THE LAKE
VALENCIA PID NO. 2
189.257 ACRES

BEING that certain tract of land situated in the Santiago Guarrara Survey, Abstract No. 456, the Alexander Cooper Survey, Abstract No. 250, the Pierce Fulghum Survey, Abstract No. 427, and the Teodoro Rodriguez Survey, Abstract No. 1068, in the Town of Little Elm, Denton County, Texas, and being all of that certain called 13.874 acre tract of land described as Tract I (Part of Phase 2B2), all of that certain called 139.705 acre tract of land described as Tract II (Phases 4A and 4B), and all of that certain called 6.097 acre tract of land described as Tract III (Phase 4C) in Deed to Valencia on the Lake 2B2 and 4, LLC recorded in Document Number 2021-157901, of the Real Property Records of Denton County, Texas (RPRDCT), all of that certain called 15.145 acre tract of land described in Deed to Valencia on the Lake 2B2 and 4, LLC recorded in Document Number 2021-157902, RPRDCT, all of that certain called 12.332 acre tract of land described in Deed to The Board of Trustees of the Little Elm Independent School District recorded in Document No. 2018-121058, RPRDCT, and part of that certain tract of land described in deed to the Town of Little Elm (Rockhill Parkway - called 90 foot right-of-way) recorded in Document No. 2014-31379, RPRDCT, and including an 0.026 acre portion of the called 50-foot right-of-way of Barx Drive, dedicated according to Valencia on the Lake Phase 3C, an addition to The Town of Little Elm according to Final Plat recorded in Document Number 2017-419 RPRDCT, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped “BCG 10194538” found at the most westerly corner of Valencia on the Lake Phase 2B-1, an Addition to the Town of Little Elm Texas according to Final Plat recorded in Document No. 2021-324, of the Plat Records of Denton County, Texas (PRDCT), said iron rod also being located on the southerly line of the “Take Line” of Lake Lewisville;

THENCE leaving said “Take Line", and with the southwesterly line of said Valencia on the Lake Phase 2B-1, the following courses to 5/8-inch iron rods with cap stamped “BCG 10194538” found for corner:

South 51º26'27” East, a distance of 257.14 feet to the beginning of a non-tangent curve to the right;

Northeasterly, with said curve which has a central angle of 43°47'33", a radius of 60.00 feet, a chord which bears North 55°24'53" East, a chord distance of 44.75 feet, and an arc distance of 45.86 feet to the end of said curve;

North 43º45'14” East, a distance of 7.48 feet;

North 46º14'46” West, a distance of 120.00 feet;

North 43º45'14” East, a distance of 600.00 feet;

South 46º14'46” East, a distance of 120.00 feet;

South 43º45'14” West, a distance of 30.00 feet;

South 46º14'46” East, a distance of 50.00 feet;

North 43º45'14” East, a distance of 74.94 feet;

South 45º03'06” East, a distance of 390.52 feet to the beginning of a non-tangent curve to the right;

Southwesterly, with said curve which has a central angle of 00°45'33", a radius of 2264.00 feet, a chord which bears South 45°19'41" West, a chord distance of 30.00 feet, and an arc distance of 30.00 feet to the end of said curve;

South 44º17'32” East, a distance of 50.00 feet to being the beginning of a non-tangent curve to the left;

And northeasterly, with said curve which has a central angle of 04°35'30", a radius of 2314.00 feet, a chord which bears North 43°24'43" East, a chord distance of 185.39 feet, and an arc distance of 185.44 feet to the end of said curve;

THENCE South 49º30'11" East, passing at a distance of 111.01 feet a 5/8-inch iron rod with cap stamped "BCG 10194538" found at a southwest corner of said Valencia on the Lake Phase 2B-1, and continuing with a southwest line of said Rockhill Parkway, in all, a total distance of 131.01 feet to a point for corner located at the beginning of a non-tangent curve to the right;

THENCE with the northerly right-of-way line of said Rockhill Parkway, the following courses to 5/8-inch iron rods with cap stamped "BCG 10194538" found for corner:

Southwesterly, with said curve which has a central angle of 15°31'47", a radius of 2445.00 feet, a chord which bears South 48°50'51" West, a chord distance of 660.67 feet, and an arc distance of 662.70 feet to the end of said curve;

North 33°30'17" West, a distance of 20.00 feet;

South 57°12'14" West, a distance of 50.00 feet;

South 33°30'17" East, a distance of 20.00 feet, said iron rod being the beginning of a non-tangent curve to the right;

Southwesterly, with said curve which has a central angle of 09°37'40", a radius of 2445.00 feet, a chord which bears South 62°35'53" West, a chord distance of 410.37 feet, and an arc distance of 410.85 feet to the end of said curve;

South 67°24'44" West, a distance of 231.77 feet;

North 22°35'16" West, a distance of 20.00 feet;

South 67°24'44" West, a distance of 50.00 feet;

South 22°35'16" East, a distance of 20.00 feet;

South 67°24'44" West, a distance of 714.21 feet;

North 22°35'16" West, a distance of 20.00 feet;

And South 67°24'44" West, a distance of 50.00 feet;

THENCE South 22°35'16" East, passing at a distance of 20.00 feet a 5/8-inch iron rod with cap stamped "BCG 10194538" found on said northerly right-of-way line of Rockhill Parkway, continuing over and across said Rockhill Parkway, passing at a distance of 110.00 feet an "X" cut in concrete found at the northeast corner of said called 139.705 acre tract of land described as Tract II (Phases 4A and 4B), passing at a distance of 140.00 feet a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" found at the most westerly northwest corner of Valencia on the Lake Phase 1, an Addition to the Town of Little Elm Texas according to Final Plat recorded in Document No. 2015-245, PRDCT, continuing with the southwesterly line of said Valencia on the Lake Phase 1, in all, a total distance of 645.00 feet to a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" found for corner;

THENCE with said southwesterly line of Valencia on the Lake Phase 1, the following courses to 5/8-inch iron rods with cap stamped "PETITT-RPLS 4087" found for corner:

North 67°24'44" East, a distance of 200.32 feet;

South 22°35'16" East, a distance of 312.29 feet;

South 17°05'19" West, a distance of 283.91 feet;

South 85°49'57" East, a distance of 23.24 feet;

South 60°11'21" East, a distance of 50.30 feet;

South 14°40'15" East, a distance of 50.96 feet;

South 00°02'26" West, a distance of 39.41 feet;

South 83°27'48" East, a distance of 31.28 feet;

South 04°48'46" East, a distance of 195.51 feet;

THENCE South 18°25'34" East, passing at a distance of 51.10 feet the southwest corner of said Valencia on the Lake Phase 1, and continuing with the westerly line of Valencia on the Lake Phase 2A, an Addition to the Town of Little Elm, Texas according to Final Plat recorded in Document Number 2018-62, PRDCT, in all, a total distance of 267.83 feet to a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" found for corner at the southwest corner of said Valencia on the Lake Phase 2A, and being located on the northerly "Take Line" of said Lake Lewisville;

THENCE with said northerly "Take Line" of Lake Lewisville, the following courses:

South 62°23'06" West, a distance of 242.31 feet to a U.S.A.C.O.E. Fence Post Marked JP-5E found for corner;

North 30°02'10" West, a distance of 182.02 feet to a U.S.A.C.O.E. Fence Post Marked JP-5F found for corner;

North 77°58'31" West, a distance of 203.63 feet to a U.S.A.C.O.E. Fence Post Marked JP-5G found for corner;

South 67°53'16" West, a distance of 253.98 feet to a U.S.A.C.O.E. Monument Marked J-809-2-3 found for corner;

South 85°20'52" West, a distance of 1000.03 feet to a U.S.A.C.O.E. Monument Marked J-809-2-2 found for corner;

South 60°04'23" West, a distance of 742.15 feet to a U.S.A.C.O.E. Monument Marked J-809-2-1 found for corner;

And North 88°13'22" West, a distance of 373.76 feet to a U.S.A.C.O.E. Monument (disturbed) found for the northeast corner of that certain tract of land described in deed to Clifford E. Burgent and Norma J. Burgent recorded in Volume 603, Page 591, RPRDCT;

THENCE North 89°11'54" West, with a northerly line of said Burgent tract, a distance of 526.42 feet to a 1/2-inch iron rod found for corner;

THENCE South 25°56'18" West, with a westerly line of said Burgent tract, a distance of 1242.12 feet to a 1-inch iron rod found at an "ell"corner of said Burgent tract;

THENCE North 53°26'05" West, with a northerly line of said Burgent tract, a distance of 613.52 feet to a 1-inch iron rod found at the most northerly corner of said Burgent tract;

THENCE South 00°18'45" West, with the west line of said Burgent tract, a distance of 1203.50 feet to a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" found on said northerly "Take Line" of Lake Lewisville;

THENCE with the northerly "Take Line" of Lake Lewisville, the following courses:

South 88°44'53" West, a distance of 850.88 feet to a U.S.A.C.O.E. Monument Marked H-723-A found for corner;

South 01°32'31" West, a distance of 224.05 feet to a 1/2-inch iron rod found for corner;

South 41°00'56" West, a distance of 1035.32 feet to a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found for corner;

South 31°43'14" East, a distance of 42.77 feet to a U.S.A.C.O.E. Monument Marked H-725-6 found for corner;

South 67°02'07" West, a distance of 399.58 feet to a U.S.A.C.O.E. Monument Marked H-725-5 found for corner;

North 03°41'18” East, a distance of 799.83 feet to a U.S.A.C.O.E. Monument Marked H-725-4 found for corner;

And North 54°23'26” West, a distance of 281.39 feet to a 5/8-inch iron rod with cap stamped “BCG 10194538” found for corner at the south corner of Valencia on the lake Amenity Center, an addition to the Town of Little Elm according to Final Plat recorded in Document No. 2022-110, PRDCT;

THENCE North 00°00'03” East, leaving said “Take Line” of Lake Lewisville, and with the east line of said Valencia on the lake Amenity Center, a distance of 361.61 feet to a 5/8-inch iron rod with cap stamped “BCG 10194538” found for corner on the southerly right-of-way line of said Rockhill Parkway;

THENCE North 89º59’57” West, with said southerly right-of-way line of Rockhill Parkway, a distance of 1.93 feet to a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found for corner at the beginning of a tangent curve to the right;

THENCE northeasterly, with the westerly right-of-way line of Rockhill Parkway, and with said curve which has a central angle of 223º52’46”, a radius of 90.00 feet, a chord which bears North 21º56’26” East, a chord distance of 166.96 feet, and an arc distance of 351.67 feet to the end of said curve, a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found for corner at the most easterly corner of said Valencia on the Lake Amenity Center;

THENCE North 46º07’09” West, with the northeast line of said Valencia on the Lake Amenity Center, a distance of 278.39 feet to a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found for corner on the southeasterly line of said “Take Line” of Lake Lewisville;

THENCE North 43°52'51” East, with said southeasterly “Take Line” of Lake Lewisville, a distance of 647.02 feet to a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found for corner at the most westerly corner of Valencia on the Lake Phase 3C, an Addition to The Town of Little Elm according to Final Plat recorded in Document Number 2017-419 RPRDCT;

THENCE with the southwesterly line of said Valencia on the Lake Phase 3C, the following courses:

South 46°07'09" East, a distance of 74.59 feet to a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found for corner at the beginning of a non-tangent curve to the left;

And southeasterly, with said curve which has a central angle of 68°20'56", a radius of 65.00 feet, a chord which bears South 15°58'22" East, a distance of 73.02 feet, and an arc distance of 77.54 feet to the end of said curve, a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found for corner;

THENCE South 10°25'55" East, continuing with the southwesterly line of said Valencia on the Lake Phase 3C, and over and across said right-of-way of Barx Drive, dedicated according to Valencia on the Lake Phase 3C, a distance of 423.55 feet to an "X" cut in concrete found for corner at the beginning of a non-tangent curve to the right;

THENCE with said southwesterly line of Valencia on the Lake Phase 3C, the following courses:

Southwesterly, with said curve which has a central angle of 01°35'54", a radius of 717.00 feet, a chord which bears South 82°21'55" West, a distance of 20.00 feet, and an arc distance of 20.00 feet to the end of said curve, a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found for corner;

South 06°50'08" East, a distance of 50.00 feet to a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found for corner at the beginning of a non-tangent curve to the left;

Northeasterly, with said curve which has a central angle of 01°39'45", a radius of 767.00 feet, a chord which bears North 82°19'59" East, a distance of 22.26 feet, and an arc distance of 22.26 feet to the end of said curve, an "X" cut in concrete found for corner at the beginning of a non-tangent curve to the right;

And southeasterly, with said curve which has a central angle of 05°21'24", a radius of 225.00 feet, a chord which bears South 02°40'39" East, a distance of 21.03 feet, and an arc distance of 21.04 feet to the end of said curve, a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found or corner;

THENCE South 00°00'03" West, passing at a distance of 108.08 feet a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found at the southeast corner of said Tract III (Phase 4C), located on the northerly right-of-way line of Rockhill Parkway, continuing over and across said Rockhill Parkway, in all, a total distance of 219.51 feet to a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found for corner on said southerly right-of-way line of Rockhill Parkway;

THENCE with said southerly right-of-way line of Rockhill Parkway, the following courses:

South 89°59'57" East, a distance of 50.00 feet to a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found for corner;

North 00°00'03" East, a distance of 27.91 feet to an “X” cut in concrete found for corner at the beginning of a non-tangent curve to the left;

Northeasterly, with said curve which has a central angle of 60°07'30", a radius of 985.00 feet, a chord which bears North 50°20'02” East, a distance of 986.86 feet, and an arc distance of 1033.64 feet to the end of said curve, a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found for corner;

North 20°16'17" East, a distance of 616.39 feet to a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found for corner at the beginning of a tangent curve to the right;

Northeasterly, with said curve which has a central angle of 42º44’37", a radius of 1665.00 feet, a chord which bears North 41°38’36” East, a chord distance of 1213.51 feet, and an arc distance of 1242.12 feet to the end of said curve, a 5/8-inch iron rod with cap stamped “BCG 10194538” found for corner;

South 26°05'42" East, a distance of 20.00 feet;

North 63°52'30" East, a distance of 50.00 feet;

North 26°05'42" West, a distance of 20.00 feet, said iron rod being the beginning of a non-tangent curve to the right;

Northeasterly, with said curve which has a central angle of 18°47'50", a radius of 1665.00 feet, a chord which bears North 74°08'04" East, a distance of 543.80 feet, and an arc distance of 546.25 feet to the end of said curve;

North 83°31'59" East, a distance of 302.69 feet, said iron rod being the beginning of a tangent curve to the left;

Northeasterly, with said curve which has a central angle of 08°12'08", a radius of 995.00 feet, a chord which bears North 79°25'55" East, a distance of 142.32 feet, and an arc distance of 142.44 feet to the end of said curve;

South 16°06'32" East, a distance of 20.00 feet;

North 73°53'28" East, a distance of 50.00 feet;

North 16°06'32" West, a distance of 20.00 feet, said iron rod being the beginning of a non-tangent curve to the left;

Northeasterly, with said curve which has a central angle of 08°16'25", a radius of 995.00 feet, a chord which bears North 68°18'52" East, a distance of 143.55 feet, and an arc distance of 143.68 feet to the end of said curve;

North 64°10'40" East, a distance of 689.07 feet, said iron rod being the beginning of a tangent curve to the left;

Northeasterly, with said curve which has a central angle of 06°36'01", a radius of 1845.00 feet, a chord which bears North 60°52'40" East, a distance of 212.42 feet, and an arc distance of 212.54 feet to the end of said curve;

North 57°34'39" East, a distance of 457.24 feet, said iron rod being the beginning of a tangent curve to the left;

Northeasterly, with said curve which has a central angle of 08°14’55", a radius of 1045.00 feet, a chord which bears North 53°27’12" East, a chord distance of 150.32 feet, and an arc distance of 150.44 feet to the end of said curve,

South 42°02'31" East, a distance of 20.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for corner;

North 48°16'01" East, a distance of 50.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for corner;

North 42°02'31" West, a distance of 20.00 feet to an "X" cut in concrete found for corner;

North 47°53'19" East, a distance of 478.67 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for corner at the beginning of a tangent curve to the right;

And northeasterly, with said curve which has a central angle of 12°29’10", a radius of 1355.00 feet, a chord which bears North 54°07’54" East, a chord distance of 294.70 feet, and an arc distance of 295.29 feet to the end of said curve;

THENCE North 29º37’33” West, over and across said right-of-way of Rockhill Parkway, passing at a distance of 90.00 feet the southwest corner of said called 13.874 acre tract of land described as Tract I (Part of Phase 2B2), continuing with the southwest line of said Tract I, in all, a total distance of 349.79 feet to a 5/8-inch iron rod with cap stamped “BCG 10194538” found for corner on said southerly “Take Line” of Lake Lewisville, from which a U.S.A.C.O.E. monument marked J-809-1/3 found bears South 31°22'51" West, a distance of 313.07 feet;

THENCE with said southerly “Take Line”, the following courses:

North 31°22'51" East, a distance of 387.22 feet to a U.S.A.C.O.E. monument marked J-809-2 found for corner;

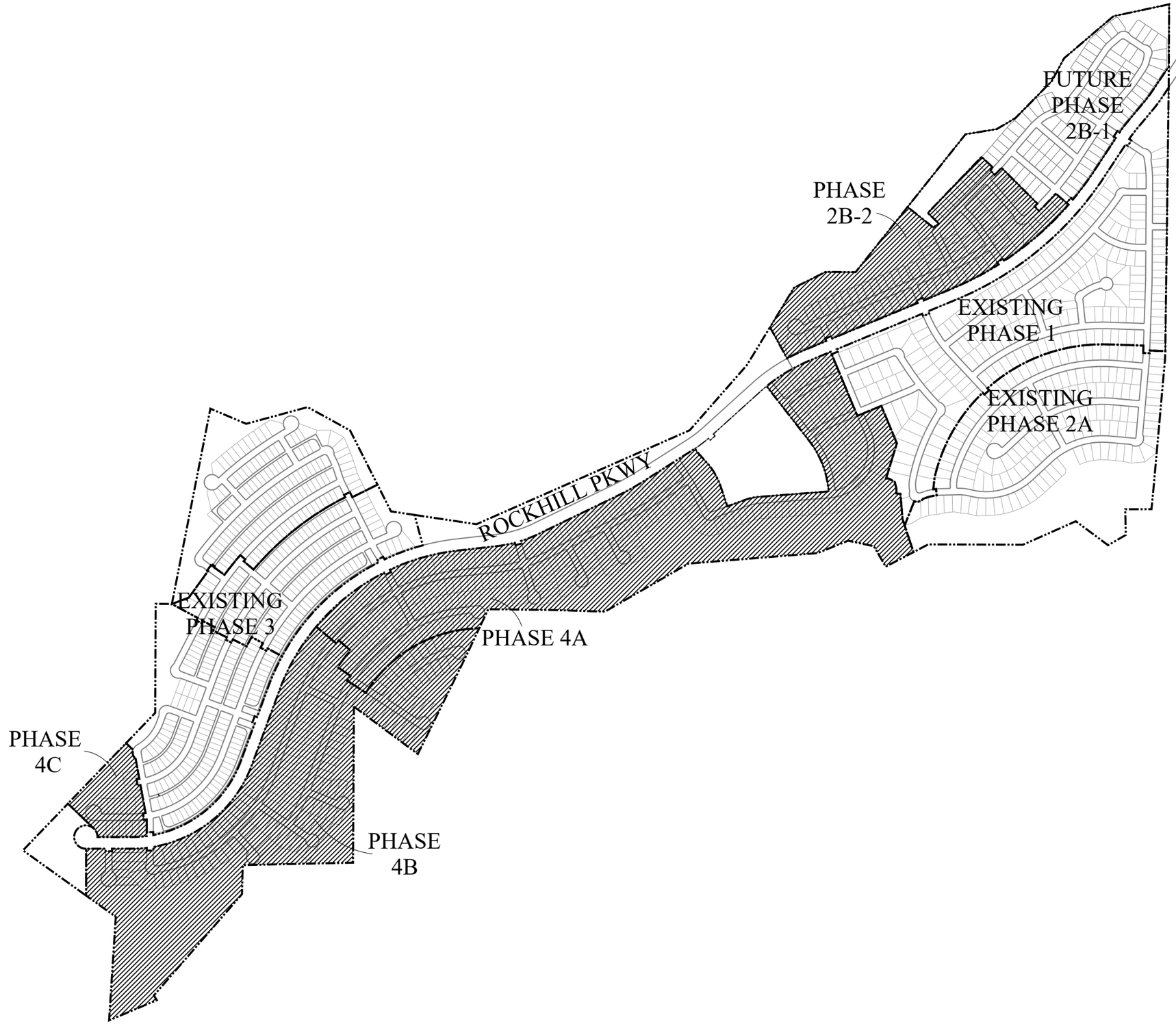
North 63°24'03" East, a distance of 273.15 feet to a U.S.A.C.O.E. monument marked J-840-1 found for corner;

South 89°29'32" East, a distance of 230.56 feet to a 5/8-inch iron rod with cap stamped “BCG 10194538” found for corner;

And North 38°33'33" East, a distance of 642.80 feet to the POINT OF BEGINNING and containing an area of 189.257 acres of land.

"This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS



VALENCIA ON THE LAKES
IMPROVEMENT AREAS PHASE 2B2, 4A, 4B, &4C
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

BARRAZA
CONSULTING GROUP, LLC
PLANNING • ENGINEERING

SCALE: 1"=400'

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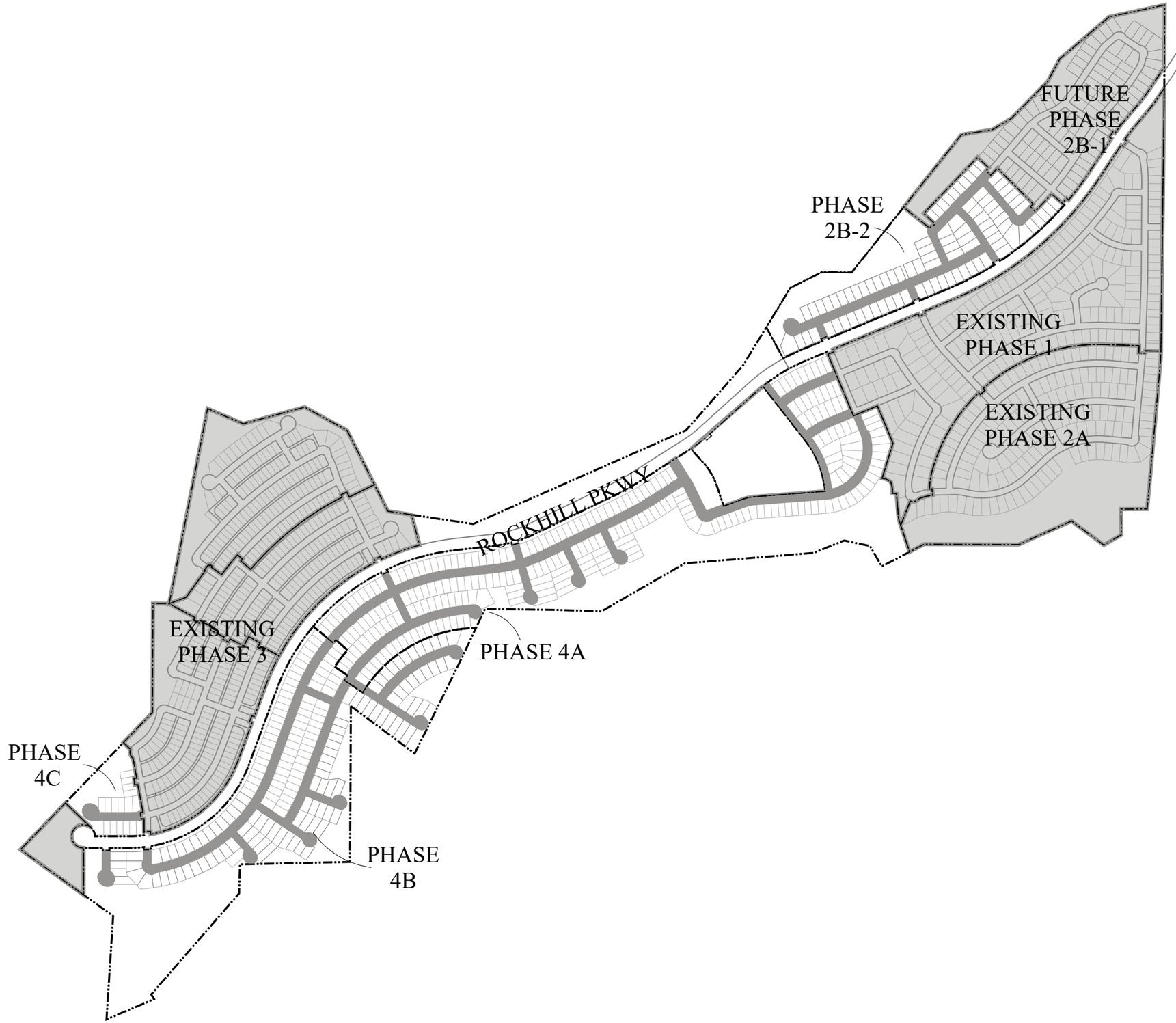
Right-of-Way Totals

DATA TABLE

Phase:	Total
	SQ FT
Phase 2B-2	122,752
Phase 4A	529,646
Phase 4B	367,385
Phase 4C	28,401
Total	1,048,184



VALENCIA ON THE LAKES
RIGHT-OF-WAY TOTALS PHASE 2B-2, 4A, 4B, & 4C
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

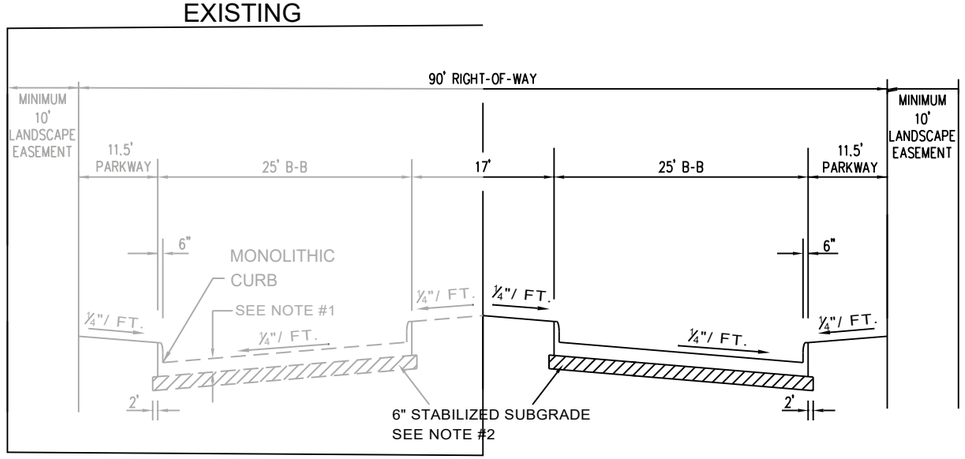
BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

SCALE: 1"=400'

CENTURION AMERICAN

S:\2019\2019004-00 Valencia\CAD\04-EXHIBITS\2019004-00LP11Valencia ROW Exhibit Phase 2B2, 4A, 4B, &4C.dwg Jul 27,2022 - 2:41 pm chancock

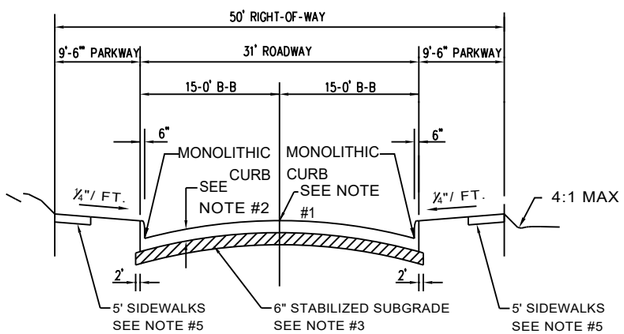
EXISTING



NOTES:

1. 8" REINF. CONC. PVMT. THICKNESS (4,000 PSI) #4 BARS @ 18" OCEW
2. RATE OF LIME/CEMENT APPLICATION TO BE DETERMINED BY LIME SERIES TEST (37 LBS/SQ YD PER GEOTECHNICAL CONSULTANT)
3. 4" REINF. CONC. SIDEWALK (3,500 PSI) WITH #3 BARS @ 18" OCEW 1 1/2" SAND (MIN.) UNDER THE SIDEWALK. SUBGRADE (INCLUDING SAND) SHALL BE COMPACTED TO 95% DENSITY

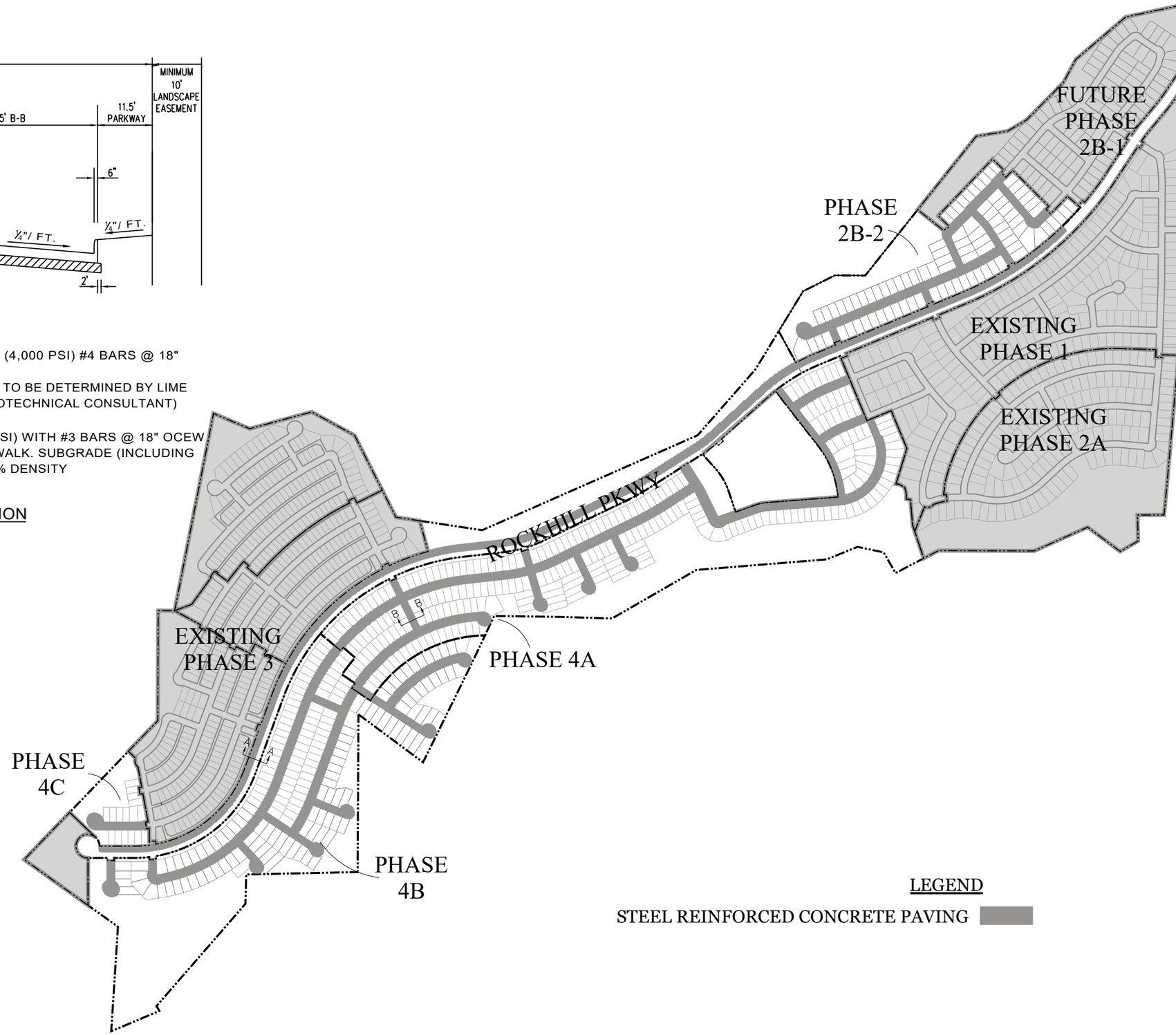
SECTION A-A
TYPICAL ROCKHILL PARKWAY SECTION
SCALE: NTS



NOTES:

1. 6" CROWN FOR 31' B-B STREET, SAWED LONGITUDINAL DUMMY JOINT
2. 6" REINF. CONC. PVMT. THICKNESS (4,000 PSI PER NCTCOG ITEM 303.3.4.2-CLASS P1) #4 BARS @ 18" OCEW
3. RATE OF LIME\CEMENT APPLICATION TO BE DETERMINED BY LIME SERIES TEST (37 LBS/SQ YD PER GEOTECHNICAL CONSULTANT)
4. CONTRACTOR TO CUT STREET TO 5 FEET BEHIND BACK OF CURB @ SUBGRADE DEPTH.
5. 4" REINF. CONC. SIDEWALK (3,500 PSI) WITH #3 BARS @ 18" OCEW 1 1/2" SAND (MIN.) UNDER THE SIDEWALK. SUBGRADE (INCLUDING SAND) SHALL BE COMPACTED TO 95% DENSITY

SECTION B-B
TYPICAL RESIDENTIAL PAVING SECTION
SCALE: NTS



LEGEND

STEEL REINFORCED CONCRETE PAVING

VALENCIA ON THE LAKES
PAVING IMPROVEMENTS
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

SCALE: 1"=400'

CENTURION AMERICAN

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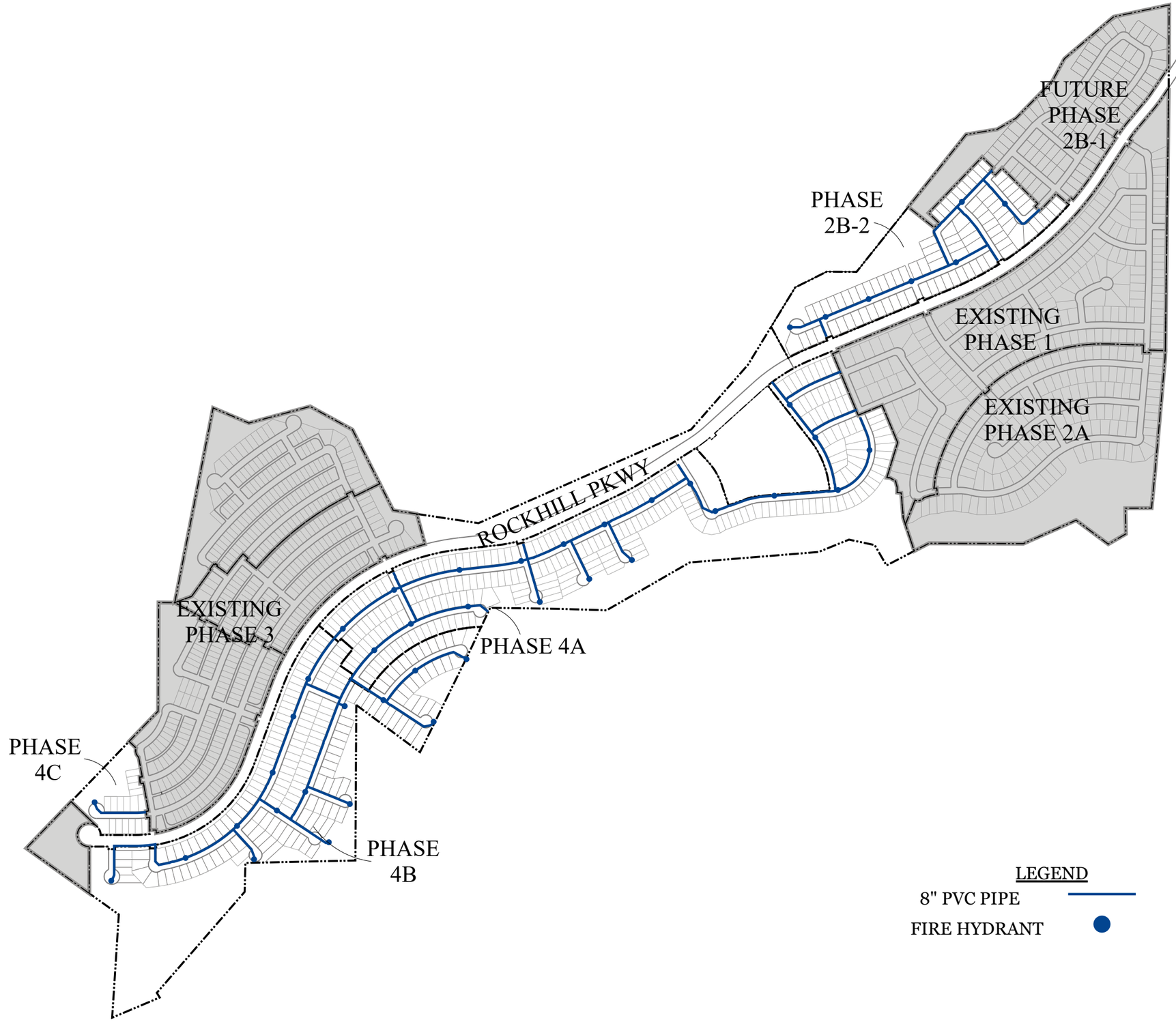

LEGEND

8" PVC PIPE

FIRE HYDRANT

VALENCIA ON THE LAKES
WATER IMPROVEMENTS
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

BARRAZA
CONSULTING GROUP, LLC
PLANNING • ENGINEERING

SCALE: 1"=400'

CENTURION AMERICAN

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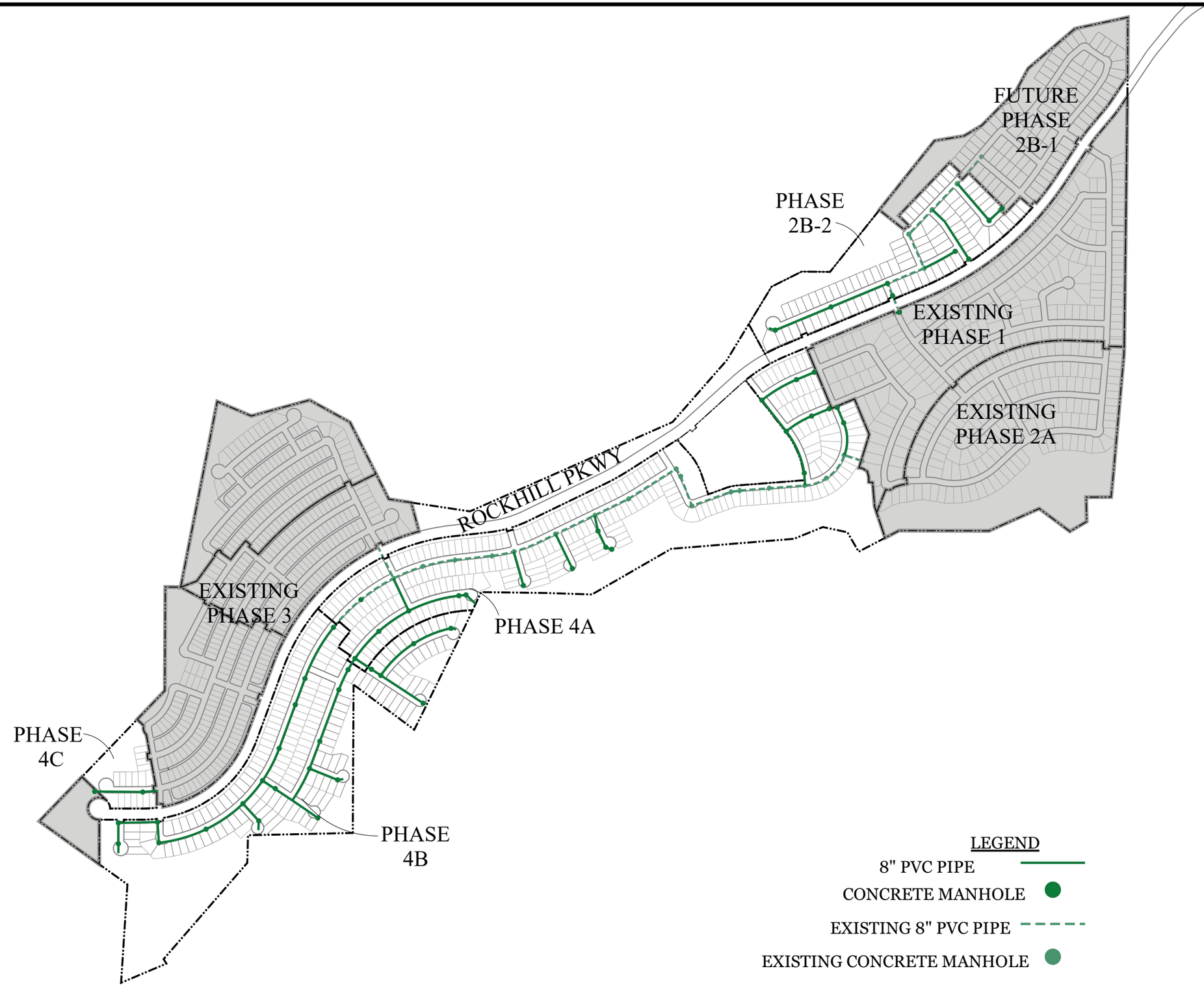

VALENCIA ON THE LAKES
WASTEWATER IMPROVEMENTS
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

BARRAZA
CONSULTING GROUP, LLC
PLANNING • ENGINEERING

SCALE: 1"=400'

CENTURION AMERICAN

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APPENDIX E
PID DISCLOSURE

AFTER RECORDING RETURN TO:

_____
_____
_____
_____
_____][1]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
TOWN OF LITTLE ELM, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: $_____

As the purchaser of the real property described above, you are obligated to pay assessments to the Town of Little Elm, Texas (the "Town"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Valencia Public Improvement District No. 2*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Town. The exact amount of each annual installment will be approved each year by the Town Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the Town.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:	DATE:
SIGNATURE OF PURCHASER	SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:	DATE:
SIGNATURE OF SELLER	SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF DENTON §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF DENTON §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

APPENDIX F
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Appendix F

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one of two Lot Types.

"Lot Type 1" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 60 feet.

"Lot Type 2" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 50 feet.

A) Proposed Development

Table F-1 shows the proposed residential units to be developed within the PID.

Table F-1
Proposed Development within the PID

Description	Proposed Development	
Lot Type 1 (60 Ft)	196	Units
Lot Type 2 (50 Ft)	339	Units
Total	**535**	**Units**

B) Calculation of Equivalent Units

As explained under Section IV, for purpose of this Service and Assessment Plan, the Town Council has determined that the Budgeted Costs of the Authorized Improvements to be financed with the Bonds shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Plan, the Town Council has determined that the Assessments shall be allocated to the Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the Town Council has taken into consideration (i) the type of lots (i.e.,60 Ft lots, 50 Ft lots, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the Town Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the "Lot Types" defined above. These classifications (from Lot Type 1 (60 Ft Lots) representing the highest value to Lot Type 2 (50 Ft Lot) representing the lowest value for residential lots are set forth in Table F-2. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio

of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (60 Ft Lots) to 1.0.

Table F-2
Equivalent Unit Factors

Lot Type	Estimated Average Value	Equivalent Unit Factor	
Lot Type 1 (60 Ft)	$500,000	1.00	per dwelling unit
Lot Type 2 (50 Ft)	$410,000	0.82	per dwelling unit

The total Equivalent Units for the PID are shown in Table F-3 as calculated based on the Equivalent Unit factors shown in Table F-2, estimated Lot Types and number of units estimated to be built within the PID.

Table F-3
Equivalent Units- PID

Description	Planned No. of Units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft)	196	1.00	196.00
Lot Type 2 (50 Ft)	339	0.82	277.98
Total	**535**		**473.98**

C) Allocation of Assessments to Lots within the PID

The total amount of the Series 2022 PID Bonds, which represents the total Assessment to be allocated on all Parcels within the PID, is $16,300,000. As shown in Table F-3, there are a total of 473.98 Equivalent Units resulting in an Assessment per Unit of $34,389.64 (i.e., $16,300,000 ÷ 473.98 = $34,389.64).

Table F-4 sets forth the Assessment per dwelling unit within the PID.

Table F-4
Assessment Per Unit – PID

Description	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (60 Ft)	196	$34,389.64	1.00	$34,389.64	per dwelling unit	$6,740,369
Lot Type 2 (50 Ft)	339	$34,389.64	0.82	$28,199.50	per dwelling unit	$9,559,631
Total	**535**					**$16,300,000**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-5.

Table F-5
Projected Leverage – PID

Description	Planned No. of Units/1,000 GSF	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (60 Ft)	196	$84,000	$500,000	$34,389.64	2.44	14.54
Lot Type 2 (50 Ft)	339	$70,000	$410,000	$28,199.50	2.48	14.54

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-6.

Table F-6
Estimated Tax Rate Equivalent per unit – PID

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (60 Ft)	196	$84,000	$500,000	$2,756	$3.28	$0.5513
Lot Type 2 (50 Ft)	339	$70,000	$410,000	$2,260	$3.23	$0.5513

The Assessment and Annual Installments for each Parcel or Lot located within the PID is shown on the Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

APPENDIX G
ASSESSMENT ROLL

Appendix G-1
Assessment Roll

Parcel	**All Parcels[5]**
Equivalent Units	**473.98**
Assessment	**$16,300,000**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/1/2023	$0	$791,456	$0	$0	($791,456)	$0
9/1/2024	$226,000	$937,250	$61,200	$81,500	$0	$1,305,950
9/1/2025	$239,000	$924,255	$62,424	$80,370	$0	$1,306,049
9/1/2026	$253,000	$910,513	$63,672	$79,175	$0	$1,306,360
9/1/2027	$267,000	$895,965	$64,946	$77,910	$0	$1,305,821
9/1/2028	$283,000	$880,613	$66,245	$76,575	$0	$1,306,432
9/1/2029	$299,000	$864,340	$67,570	$75,160	$0	$1,306,070
9/1/2030	$317,000	$847,148	$68,921	$73,665	$0	$1,306,734
9/1/2031	$335,000	$828,920	$70,300	$72,080	$0	$1,306,300
9/1/2032	$355,000	$809,658	$71,706	$70,405	$0	$1,306,768
9/1/2033	$375,000	$789,245	$73,140	$68,630	$0	$1,306,015
9/1/2034	$397,000	$767,683	$74,602	$66,755	$0	$1,306,040
9/1/2035	$421,000	$744,855	$76,095	$64,770	$0	$1,306,720
9/1/2036	$446,000	$720,648	$77,616	$62,665	$0	$1,306,929
9/1/2037	$472,000	$695,003	$79,169	$60,435	$0	$1,306,606
9/1/2038	$500,000	$667,863	$80,752	$58,075	$0	$1,306,690
9/1/2039	$529,000	$639,113	$82,367	$55,575	$0	$1,306,055
9/1/2040	$561,000	$608,695	$84,014	$52,930	$0	$1,306,639
9/1/2041	$594,000	$576,438	$85,695	$50,125	$0	$1,306,257
9/1/2042	$630,000	$542,283	$87,409	$47,155	$0	$1,306,846
9/1/2043	$667,000	$506,058	$89,157	$44,005	$0	$1,306,219
9/1/2044	$707,000	$467,705	$90,940	$40,670	$0	$1,306,315
9/1/2045	$750,000	$427,053	$92,759	$37,135	$0	$1,306,946
9/1/2046	$795,000	$383,928	$94,614	$33,385	$0	$1,306,926
9/1/2047	$843,000	$338,215	$96,506	$29,410	$0	$1,307,131
9/1/2048	$893,000	$289,743	$98,436	$25,195	$0	$1,306,374
9/1/2049	$947,000	$238,395	$100,405	$20,730	$0	$1,306,530
9/1/2050	$1,004,000	$183,943	$102,413	$15,995	$0	$1,306,351
9/1/2051	$1,065,000	$126,213	$104,461	$10,975	$0	$1,306,649
9/1/2052	$1,130,000	$64,975	$106,551	$5,650	$0	$1,307,176
Total[4]	**$16,300,000**	**$18,468,163**	**$2,374,085**	**$1,537,105**	**($791,456)**	**$37,887,897**

[1]The 9/30/20XX dates represent the fiscal year end for the Series 2022 PID Bonds.
[2]Annual Installments are calculated using an estimated interest rate of 5.75% and will be updated with the actual interest rate on the Series 2022 PID Bonds at final pricing. Each value is rounded to the nearest whole number.
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Assumes Administrative Expenses in 2023 are funded with bond proceeds.
[4] Rounded.
[5]The parcels within the PID, as identified on Denton CAD, include 38646, 986670, 958385, 986672, 683675, 986673, 96674, 584981, and 986675.

Appendix G-2
Assessment Roll by Lot Type

Parcel	**Lot Type 1 (60 Ft)[5]**
Equivalent Units	**$34,389.64**
Assessment	**1.00**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/1/2023	$0	$1,670	$0	$0	($1,670)	$0
9/1/2024	$477	$1,977	$129	$172	$0	$2,755
9/1/2025	$504	$1,950	$132	$170	$0	$2,755
9/1/2026	$534	$1,921	$134	$167	$0	$2,756
9/1/2027	$563	$1,890	$137	$164	$0	$2,755
9/1/2028	$597	$1,858	$140	$162	$0	$2,756
9/1/2029	$631	$1,824	$143	$159	$0	$2,756
9/1/2030	$669	$1,787	$145	$155	$0	$2,757
9/1/2031	$707	$1,749	$148	$152	$0	$2,756
9/1/2032	$749	$1,708	$151	$149	$0	$2,757
9/1/2033	$791	$1,665	$154	$145	$0	$2,755
9/1/2034	$838	$1,620	$157	$141	$0	$2,755
9/1/2035	$888	$1,571	$161	$137	$0	$2,757
9/1/2036	$941	$1,520	$164	$132	$0	$2,757
9/1/2037	$996	$1,466	$167	$128	$0	$2,757
9/1/2038	$1,055	$1,409	$170	$123	$0	$2,757
9/1/2039	$1,116	$1,348	$174	$117	$0	$2,756
9/1/2040	$1,184	$1,284	$177	$112	$0	$2,757
9/1/2041	$1,253	$1,216	$181	$106	$0	$2,756
9/1/2042	$1,329	$1,144	$184	$99	$0	$2,757
9/1/2043	$1,407	$1,068	$188	$93	$0	$2,756
9/1/2044	$1,492	$987	$192	$86	$0	$2,756
9/1/2045	$1,582	$901	$196	$78	$0	$2,757
9/1/2046	$1,677	$810	$200	$70	$0	$2,757
9/1/2047	$1,779	$714	$204	$62	$0	$2,758
9/1/2048	$1,884	$611	$208	$53	$0	$2,756
9/1/2049	$1,998	$503	$212	$44	$0	$2,757
9/1/2050	$2,118	$388	$216	$34	$0	$2,756
9/1/2051	$2,247	$266	$220	$23	$0	$2,757
9/1/2052	$2,384	$137	$225	$12	$0	$2,758
Total[4]	**$34,390**	**$38,964**	**$5,009**	**$3,243**	**($1,670)**	**$79,936**

[1]The 9/30/20XX dates represent the fiscal year end for the Series 2022 PID Bonds.
[2]Annual Installments are calculated using an estimated interest rate of 5.75% and will be updated with the actual interest rate on the Series 2022 PID Bonds at final pricing. Each value is rounded to the nearest whole number.
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Assumes Administrative Expenses in 2023 are funded with bond proceeds.
[4] Rounded.
[5]The parcels within the PID, as identified on Denton CAD, include 38646, 986670, 958385, 986672, 683675, 986673, 96674, 584981, and 986675.

Appendix G-3
Assessment Roll by Lot Type

Parcel	**Lot Type 2 (50 Ft)[5]**
Equivalent Units	**$28,199.50**
Assessment	**0.82**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/1/2023	$0	$1,369	$0	$0	($1,369)	$0
9/1/2024	$391	$1,621	$106	$141	$0	$2,259
9/1/2025	$413	$1,599	$108	$139	$0	$2,260
9/1/2026	$438	$1,575	$110	$137	$0	$2,260
9/1/2027	$462	$1,550	$112	$135	$0	$2,259
9/1/2028	$490	$1,523	$115	$132	$0	$2,260
9/1/2029	$517	$1,495	$117	$130	$0	$2,260
9/1/2030	$548	$1,466	$119	$127	$0	$2,261
9/1/2031	$580	$1,434	$122	$125	$0	$2,260
9/1/2032	$614	$1,401	$124	$122	$0	$2,261
9/1/2033	$649	$1,365	$127	$119	$0	$2,259
9/1/2034	$687	$1,328	$129	$115	$0	$2,259
9/1/2035	$728	$1,289	$132	$112	$0	$2,261
9/1/2036	$772	$1,247	$134	$108	$0	$2,261
9/1/2037	$817	$1,202	$137	$105	$0	$2,260
9/1/2038	$865	$1,155	$140	$100	$0	$2,261
9/1/2039	$915	$1,106	$142	$96	$0	$2,260
9/1/2040	$971	$1,053	$145	$92	$0	$2,261
9/1/2041	$1,028	$997	$148	$87	$0	$2,260
9/1/2042	$1,090	$938	$151	$82	$0	$2,261
9/1/2043	$1,154	$875	$154	$76	$0	$2,260
9/1/2044	$1,223	$809	$157	$70	$0	$2,260
9/1/2045	$1,298	$739	$160	$64	$0	$2,261
9/1/2046	$1,375	$664	$164	$58	$0	$2,261
9/1/2047	$1,458	$585	$167	$51	$0	$2,261
9/1/2048	$1,545	$501	$170	$44	$0	$2,260
9/1/2049	$1,638	$412	$174	$36	$0	$2,260
9/1/2050	$1,737	$318	$177	$28	$0	$2,260
9/1/2051	$1,842	$218	$181	$19	$0	$2,261
9/1/2052	$1,955	$112	$184	$10	$0	$2,261
Total[4]	**$28,200**	**$31,950**	**$4,107**	**$2,659**	**($1,369)**	**$65,547**

[1]The 9/30/20XX dates represent the fiscal year end for the Series 2022 PID Bonds.
[2]Annual Installments are calculated using an estimated interest rate of 5.75% and will be updated with the actual interest rate on the Series 2022 PID Bonds at final pricing. Each value is rounded to the nearest whole number.
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Assumes Administrative Expenses in 2023 are funded with bond proceeds.
[4] Rounded.
[5]The parcels within the PID, as identified on Denton CAD, include 38646, 986670, 958385, 986672, 683675, 986673, 96674, 584981, and 986675.