



**TOWN OF SHADY SHORES
PLANNING AND ZONING COMMISSION
SPECIAL CALLED SESSION
NOVEMBER 5, 2020; 7:00 PM
VIRTUAL MEETING/PHYSICAL MEETING
SHADY SHORES COMMUNITY CENTER
101 S. SHADY SHORES ROAD
SHADY SHORES, TX 76208**

AGENDA

In response to the coronavirus pandemic, effective March 16, 2020, Texas Governor Abbott suspended certain Open Meeting rules to allow meetings of government bodies that are accessible to the public to decrease large groups of people from assembling. The suspension temporarily removes the requirement that government officials and members of the public be physically present at a meeting location.

THE COMMUNITY CENTER WILL BE OPEN FOR PERSONS WISHING TO ADDRESS THE COMMISSION. PERSONS ENTERING THE BUILDING WILL BE REQUIRED TO WEAR A MASK AND HAVE THEIR TEMPERATURE TAKEN AT THE DOOR. COMMISSION MEMBERS MAY BE PHYSICALLY PRESENT OR PARTICIPATING VIA A ZOOM CALL

TO VIEW THE MEETING LIVE: <https://shadyshorestx.civicclerk.com/>

1. MEETING LOG IN INSTRUCTIONS

1. Register in advance for this webinar:
https://us02web.zoom.us/webinar/register/WN_oRqTN8WoSSCWigK7o2wBlg

After registering, you will receive a confirmation email containing information about joining the webinar.

2. CALL TO ORDER

3. ROLL CALL

Establish a quorum

4. REGULAR BUSINESS

1. Minutes- Consider and act on approval of the minutes of the October 8, 2020 Planning and Zoning Commission meeting.

2. Public Hearing- Conduct a Public Hearing relative to a request for preliminary plat for the property more legally described as 13.54 acres in the A0110A R.B. BROWN, TR 1. This property is located adjacent to the Cielo Ranch Subdivision. The applicant is proposing 29 single-family residential lots.

- A) Open Public Hearing
- B) Applicant
- C) Those in Favor of the Request
- D) Those Opposed to the Request
- E) Rebuttal
- F) Close Public Hearing

3. Action Regarding Public Hearing (13.54 Acres RB Brown Survey-Lingenfelter)- Consider and act on approval of a preliminary plat submitted by Omar Oweis.

5. FUTURE AGENDA ITEMS

6. ADJOURN

I, _____, _____ of the Town of Shady Shores do hereby certify that the above notice of the Planning and Zoning Commission was posted on the bulletin board at the Community Center, 101 S. Shady Shores Road, Shady Shores, Texas on _____ Day of _____, _____, at _____ .M.

IN ADDITION, A QUORUM OF CITY COUNCIL MEMBERS MAY CHOOSE TO ATTEND THE PLANNING AND ZONING MEETING POSTED ABOVE. THEREFORE, THIS IS NOTICE OF A CITY COUNCIL MEETING AT THE SAME TIME AND PLACE, WITH THE SAME AGENDA AS THE P&Z MEETING. IN THE EVENT A QUORUM OF COUNCIL IS PRESENT AT THE MEETING, NO ACTION OF THE COUNCIL WILL BE TAKEN. THIS NOTICE IS POSTED AT THE TIME STATED ABOVE.

Wendy Withers, Town Secretary



**SHADY SHORES PLANNING AND ZONING COMMISSION
OCTOBER 8, 2020; 7:00 PM
SHADY SHORES COMMUNITY CENTER
101 S. SHADY SHORES ROAD
SHADY SHORES, TX 76208**

In response to the coronavirus pandemic, effective March 16, 2020, Texas Governor Abbott suspended certain Open Meeting rules to allow meetings of government bodies that are accessible to the public to decrease large groups of people from assembling. The suspension temporarily removes the requirement that government officials and members of the public be physically present at a meeting location. The meeting id for this meeting is 893 6541 1515.

MINUTES

Allen Lea	Chairman	Present-In Person
Rebecca Morgan	Vice Chairman	Present-Virtually
Paul Brown	Commissioner	Present- In Person
Kenneth Wells	Commissioner	Present- Virtually
Linda Winter	Commissioner	Present-Virtually
Lynn Grimes	Commissioner- Alternate	Present- Virtually

STAFF PRESENT: Wendy Withers, Town Administrator; Amber Schuler, Municipal Court Administrator; Jim Shepherd, Town Attorney; Richard Arvizu, Town Engineer; Jack Nelson, Council Liaison; Tom Newell, Mayor Pro Tem

1. ZOOM MEETING DETAILS

1. Register in advance for this webinar:
https://us02web.zoom.us/webinar/register/WN_VxXmvzr6RwKHdOkSwa-AEg
After registering, you will receive a confirmation email containing information about joining the webinar.

2. CALL TO ORDER

Chairman Allen Lea Called the meeting to order at 7:10 pm.

3. ROLL CALL

Establish a quorum

Chairman Allen Lea called the roll, and a quorum was established for the record.

4. REGULAR BUSINESS

1. Oath of Office- Deliver the Oath of Office the newly reappointed members of the Planning and Zoning Meeting.

Town Administrator Wendy Withers delivered the Oath of Office to Rebecca Morgan and Allen Lea.

2. Election of Chairman and Vice Chairman- Consider and act on the Election of a Chairman and Vice-Chairman to serve for FY 2021.

Rebecca Morgan made a motion to approve Allen Lea as Chairman of the Planning and Zoning Commission for FY 2021. Kenneth Wells seconded the motion.

Discussion: None

Ayes: Brown, Winter, Morgan, Wells, Lea

Nays: None

The motion passed unanimously.

Paul Brown made a motion to approve Rebecca Morgan to serve as Vice-Chairman of the Planning and Zoning Commission for FY 2021. Linda Winter seconded the motion.

Discussion: None

Ayes: Brown, Winter, Morgan, Wells, Lea

Nays: None

The motion passed unanimously.

3. Minutes- Consider and act on the minutes from the Planning and Zoning Commission Meeting.

Rebecca Morgan made a motion to approve the minutes of the September 21, 2020 Planning and Zoning Commission meeting. Kenneth Wells seconded the motion.

Discussion: None

Ayes: Morgan, Wells, Brown Winter, Lea

Nays: None

The motion passed unanimously.

4. Development Agreement- Consider and discuss and make a recommendation regarding a Development Agreement with Lingenfelter Custom Homes LLC for the property more legally described as 13.54 acres in the R.B. Brown Survey, Abstract Number 110. Located within the Town of Shady Shores ETJ (Extraterritorial Jurisdiction)

The Planning and Zoning Commissioners held a discussion relative to the proposed development agreement.

Robert Shahan, 1210 McClintock Drive expressed concerns regarding the proposed gate that would be installed to make the new community a gated community. Mr. Shahan also expressed concerns that his property would lose value due to the new subdivision.

Steve Broughton 1231 McClintock stated that while the staff, commissioners and others were happy with the terms of the proposed development he was not happy and did not feel that this was the best use for the property.

Stephanie Nickson 1140 McClintock expressed concerns regarding the construction equipment and vehicles and that they may pose a danger to children in the cul-de sac. Ms. Nickson also stated that she felt the large vehicles typically used for construction as well as the increased traffic would do damage to the streets and in her opinion the roads were not maintained very well to date.

Kenneth Wells made a motion to recommend approval of the Development Agreement to the Town Council. Rebecca Morgan seconded the motion.

Discussion: Commissioner Paul Brown asked why the Planning and Zoning Commission should consider lot sizes that are smaller than one acre.

Town Attorney Jim Shepherd explained that because the land was not currently in the Town of Shady Shores it was not subject to our Zoning Regulations only our Subdivision Regulations.

Vice Chairman Rebecca Morgan, asked whether or not a security gate was really necessary and would the developers consider not adding the gate. The Developer's representative Omar Oweis stated that the gate was something they felt strongly about.

Commissioner Kenneth Wells stated that 29 homes coming in would not be a forever project, there will be start and finish. Mr. Wells stated he appreciated the concerns of the homeowners, he felt that this was the best option for the property and 29 homes would be a nice addition to our tax roll. 29 really nice homes on our tax roll.

Commissioner Linda Winter, stated that she agreed with the other commissioners that in the 25-30 years she had lived in Shady Shores this had been the best proposed use of the property.

Ayes: Morgan, Wells, Brown, Lea

Nays: None

The motion passed unanimously.

5. FUTURE AGENDA ITEMS

6. ADJOURN

The meeting was adjourned at 8:08 pm.

PASSED AND APPROVED THIS THE _____ DAY OF _____, 2020.

APPROVED:

Allen Lea, Chairman

ATTEST:

Wendy Withers, Town Administrator



AGENDA MEMORANDUM

DATE: November 5, 2020
TO: Planning and Zoning Commission
FROM: Wendy Withers, Town Administrator

Public Hearing- Conduct a Public Hearing relative to a request for preliminary plat for the property more legally described as 13.54 acres in the A0110A R.B. BROWN, TR 1. This property is located adjacent to the Cielo Ranch Subdivision. The applicant is proposing 29 single-family residential lots.

SUBJECT: A) Open Public Hearing
B) Applicant
C) Those in Favor of the Request
D) Those Opposed to the Request
E) Rebuttal
F) Close Public Hearing

BACKGROUND/INFORMATION:

Conduct a public hearing relative to a request for preliminary plat for 13.54 acres adjacent to the Cielo Ranch Subdivision. This property is currently located in the Town of Shady Shores ETJ (extra territorial jurisdiction). The Shady Shores Town Council approved a Development Agreement for this property at the October 12 2020 Town Council Meeting.

The current preliminary plat proposal includes 29 single family residential lots.

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

None

REVIEWED BY:



AGENDA MEMORANDUM

DATE: November 5, 2020
TO: Planning and Zoning Commission
FROM: Wendy Withers, Town Administrator
SUBJECT: Action Regarding Public Hearing (13.54 Acres RB Brown Survey-Lingenfelter)- Consider and act on approval of a preliminary plat submitted by Omar Oweis.

BACKGROUND/INFORMATION:

Shady Shores Town Council approved a Development agreement with the applicant at the October 12, 2020 Town Council meeting. The Development agreement sets for the standards for lot size, and minimum structure size. The developer is proposing a 29 acre plat with single family homes.

The Town Engineer has reviewed the attached documents and his comments are attached.

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

Recommend approval of the project to the Town Council.

ATTACHMENTS/SUPPORTING DOCUMENTATION:

None

REVIEWED BY:



November 2, 2020

Mayor Cindy Aughinbaugh
Town of Shady Shores
101 S. Shady Shores Rd.
Shady Shores, Texas 76208

Re: Preliminary Plat Approval Request for LEWISVILLE LAKE ADDITION - LOTS 1-29, 30X, 31X, 32X, 33X BLOCK A

Honorable Mayor Aughinbaugh:

The following documents were received from Austin Stueck, P.E. of CCM Engineering in support of Omar Oweis' plat application dated 10/14/2020:

1. Preliminary Plat dated 11/02/2020
2. Concept Plan dated 11/02/2020
3. Preliminary Drainage Plan dated 11/02/2020
4. Existing Drainage Area Map dated 10/22/2020
5. Existing Topography Exhibit dated 10/22/2020
6. Boundary Closure Report dated 10/21/2020

It is understood that the applicant is seeking variances from the Town's subdivision ordinance for the following (both of which were discussed, reviewed and received preliminary approval from the Fire Marshal based on a maximum of 29 residential lots):

- Cul-de-sac length exceeding 600 linear feet
- Single point of access

It should be noted that Lake Cities Municipal Utility Authority (LCMUA) has not yet approved the plans, but it has indicated in its "Will Serve" letter to Omar Oweis dated 9/17/2020 (attached) that it has sufficient water and sewer capacity to service the property.

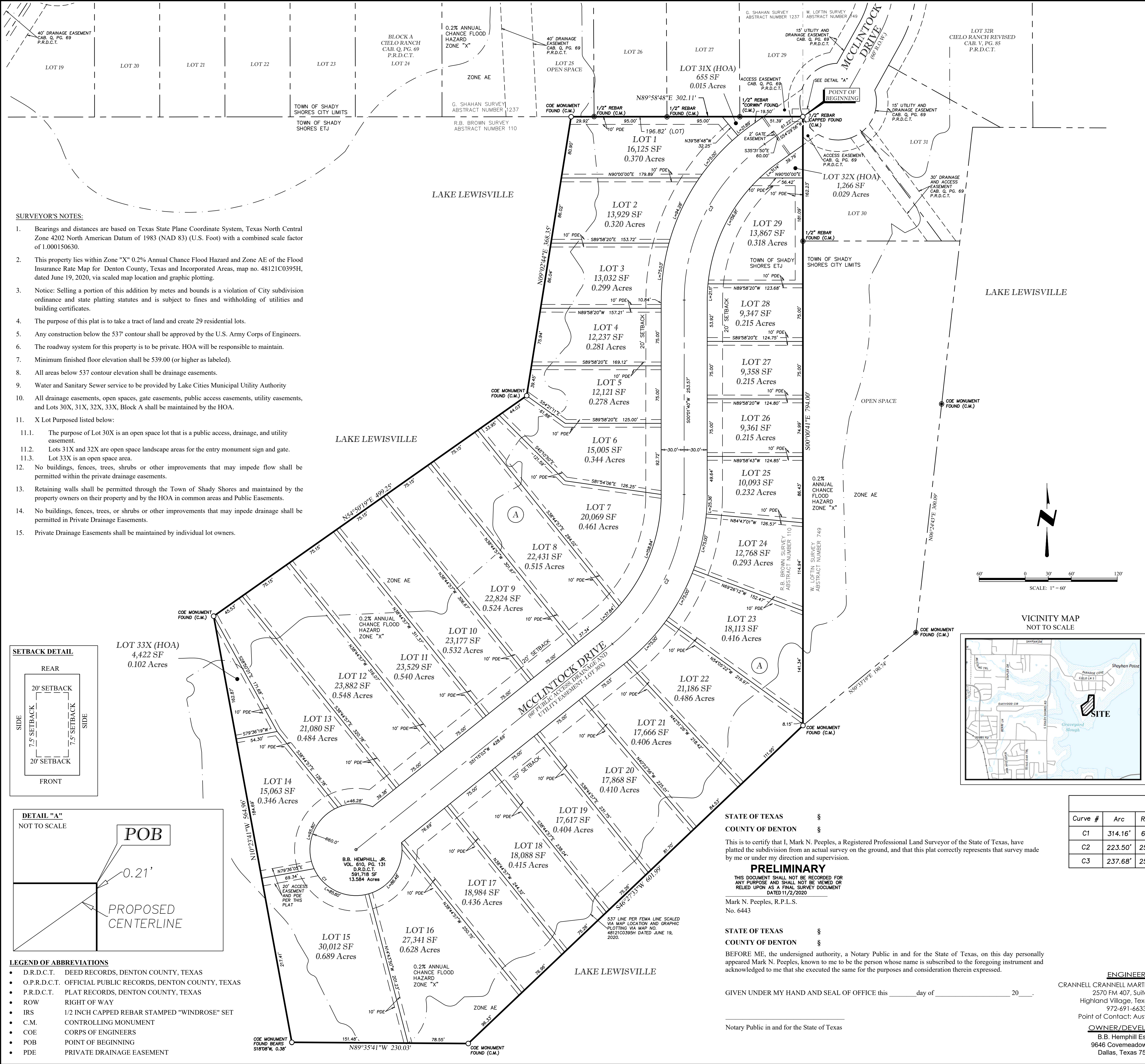
Based on my review of the submitted information by CCM Engineering on behalf of Omar Weis and given the associated Development Agreement associated with the property, I recommend the Planning and Zoning Commission and Town Council consider approving the variance requests and the preliminary plat.

Sincerely,

Binkley & Barfield, Inc.
Consulting Engineers

A handwritten signature in black ink, appearing to read 'Richard A. Arvizu', written over a light blue grid background.

Richard A. Arvizu, P.E., CFM
Managing Director – Infrastructure



STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS B.B. Hemphill, Jr. is the owner of a 13.584 acre tract of land situated in the R.B. Brown Survey, Abstract Number 110, same being a tract of land described to B.B. Hemphill, Jr. by deed recorded in Volume 610, Page 131, Deed Records, Denton County, Texas and being more particularly described by metes and bounds as follows: (Bearings and Distances are based on the Texas State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD83) (US Foot) with a combined scale factor of 1.000150630);

BEGINNING at a 1/2 inch rebar found for the southeast corner of Lot 29, Block A of Cielo Ranch, an addition to the Town of Shady Shores, as recorded in Cabinet Q, Page 69, Plat Records, Denton County, Texas, same being the northwest corner of Lot 30, Block A of said Cielo Ranch and lying at the end of the cul-de-sac of McClintock Drive (60 foot right-of-way);

THENCE South 00 degrees 00 minutes 41 seconds East, departing said McClintock Drive, with the west line of said Lot 30, passing at a distance of 162.23 feet a 1/2 inch rebar found for the southwest corner of said Lot 30, same being the northwest corner of an Open Space Lot in Block A of said Cielo Ranch, and continuing with the west line of said Open Space, a total distance of 794.00 feet to a Corps of Engineers Monument found for the southwest corner of said Open Space lot, same being a point on the north line of Lake Lewisville;

THENCE South 46 degrees 27 minutes 33 seconds West, with the southeast line of said Hemphill tract, and with a northwest line of said Lake Lewisville, a distance of 601.99 feet to a Corps of Engineers Monument found for corner;

THENCE North 89 degrees 35 minutes 41 seconds West, with the south line of said Hemphill tract and a north line of said Lake Lewisville, a distance of 230.03 feet to a point for the southwest corner thereof, from which a Corps of Engineers Monument found bears South 18 degrees 08 minutes, 0.38 feet;

THENCE North 10 degrees 23 minutes 41 seconds West, with a southwest line of said Hemphill tract, and a northeast line of said Lake Lewisville, a distance of 564.96 feet to a Corps of Engineers Monument found for corner;

THENCE North 54 degrees 50 minutes 19 seconds East, with a northwest line of said Hemphill tract and a southeast line of said Lake Lewisville, a distance of 499.25 feet to a Corps of Engineers Monument found for corner;

THENCE North 09 degrees 02 minutes 44 seconds East, with a west line of said Hemphill tract and an east line of said Lake Lewisville, a distance of 368.35 feet to a Corps of Engineers Monument found on the south lien of Lot 25, Block A of said Cielo Ranch, same being a northeast corner of said Lake Lewisville;

THENCE North 89 degrees 58 minutes 48 seconds East, with the south line of said Lot 25, passing at a distance of 29.92 feet a 1/2 inch rebar found for the southeast corner of said Lot 25, same being the southwest corner of Lot 26 of said Cielo Ranch, and continuing with the south line of said Lot 26, passing at a distance of 124.92 feet a 1/2 inch rebar found for the southeast corner of said Lot 26, same being the southwest corner of Lot 27 of said Cielo Ranch, and continuing with the south line of said Lot 27, passing at a distance of 219.92 feet a 1/2 inch rebar capped "Corwin" found for the southeast corner of said Lot 27, same being the southwest corner of said Lot 29, and continuing with the south line of said Lot 29, a total distance of 302.11 feet to THE POINT OF BEGINNING and containing 591,718 square feet or 13.584 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

THAT B.B. Hemphill, JR., the owner of land shown on this plat and whose name is subscribed hereto, and in person or through a duly authorized agent do hereby adopt this Final Plat, designating the herein described property as Lewisville Lake Addition, an addition to the Town of Shady Shores, Denton County, Texas and does hereby dedicate to the use of public forever all streets, unless shown as private, and all easements shown and for the purposes indicated on this plat. The drainage easements that serve to recognize the known and obvious drainage ways used as natural water courses for the purpose of accommodating drainage are dedicated to the use of the public forever. No buildings or other improvements shall be constructed or placed upon, over or across the easements as shown on this plat. Any public utility, including the Town of Shady Shores, shall have the right to move and keep moved all or part of any building, tree, shrub, other growth or improvements which in any way endanger, or interfere with the construction, maintenance, or efficiency of its respective systems on any of the easements shown on the plat; and they shall have the right at all times to ingress and egress upon said easements for the purpose of construction, reconstruction, inspection, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.

By: _____

B.B. Hemphill, JR

Printed Name

Date

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

Notary Public in and for the State of Texas

RECOMMENDED FOR APPROVAL BY THE
PLANNING AND ZONING COMMISSION

Chairman: _____

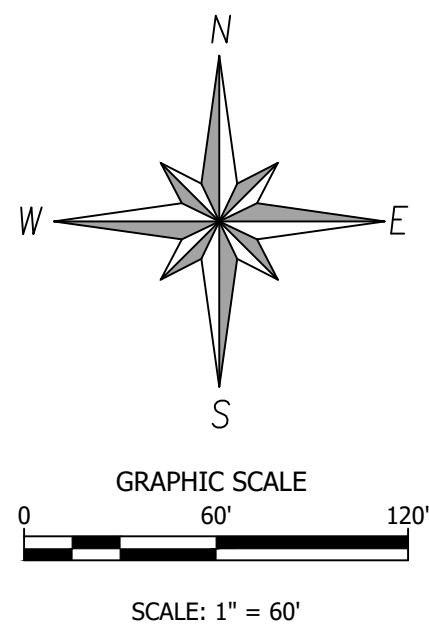
Mayor: _____

Attested By: _____

Town Secretary: _____

Date of Approval: _____

PRELIMINARY PLAT
LEWISVILLE LAKE ADDITION
LOTS 1-29, 30X, 31X,
32X, AND 33X BLOCK A
 13.584 Acre Tract of Land
 Situated in the R.B. Brown Survey
 Abstract Number 110
 Town of Shady Shores ETJ,
 Denton County, Texas
 -- 2020 --

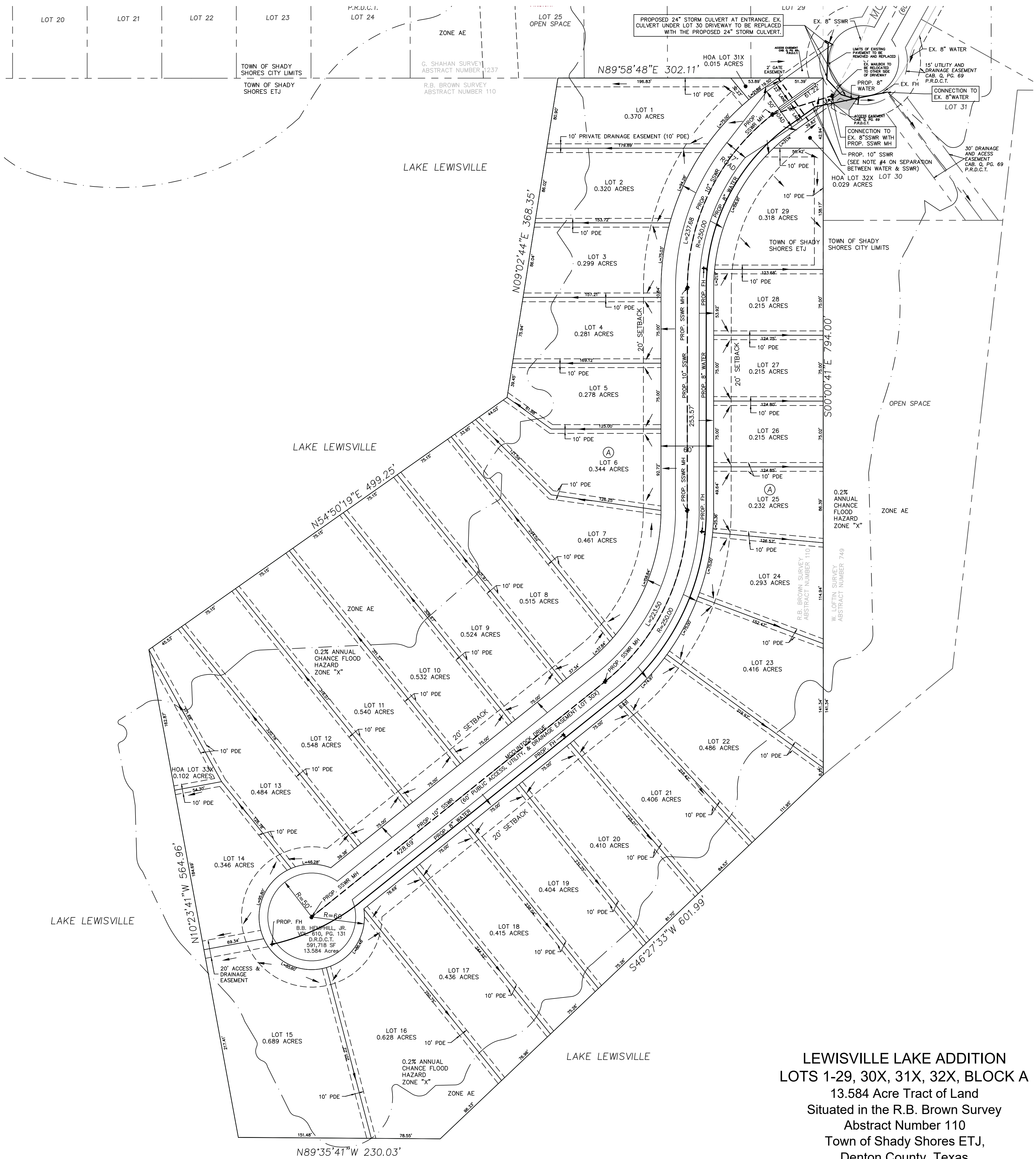
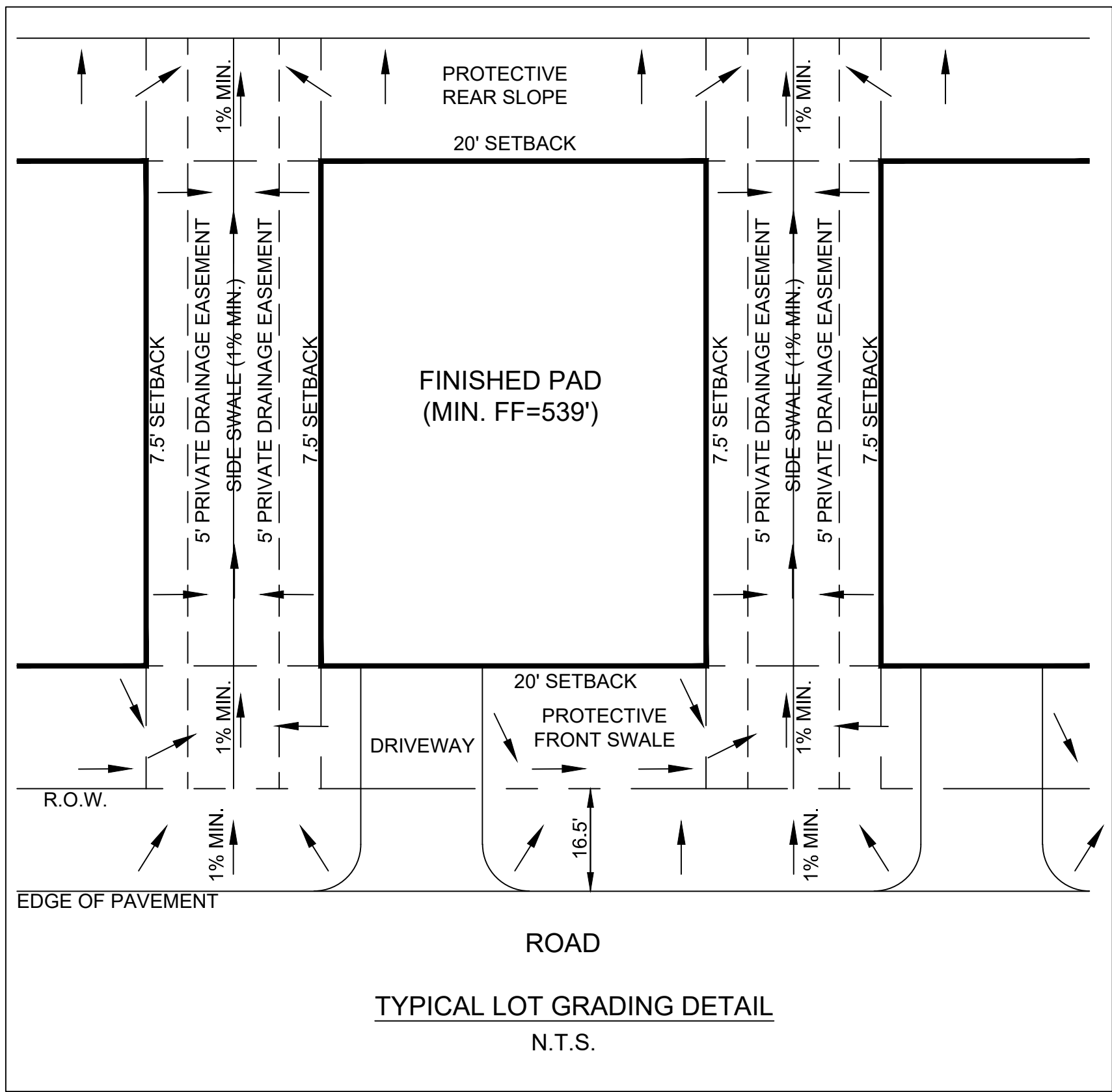


LEGEND

- BOUNDARY LINE
- EXISTING WATER
- PROPOSED WATER
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- DRAINAGE FLOW ARROWS
- LIMITS OF EXISTING PAVEMENT TO BE REMOVED AND REPLACED

NOTES:

- Minimum roadway elevation shall be 539 except where tying into existing paving elevations at cul-de-sac.
- The finished floor elevation for all proposed buildings on the property shall be 539 or higher.
- Lake Cities Municipal Utility Authority (LCMUA) has indicated by an letter dated 9-17-2020 that there is sufficient capacity to provide water and sanitary sewer service to the property. The water and sanitary sewer design shown is preliminary, and final design of the proposed water and sanitary sewer will be based on the terms and conditions set by LCMUA.
- The proposed water and sanitary sewer shall be constructed to meet LCMUA and TCEQ separation criteria.



CCM Engineering

2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972.691.6633
Fax: 972.691.6628
TBPE FIRM #605

SHADY SHORES
DEVELOPEMENT

Town of Shady Shores, Denton County, Texas

Concept Plan

FOR PRELIMINARY REVIEW ONLY

THIS DOCUMENT IS RELEASED FOR
THE PURPOSE
OF INTERIM REVIEW UNDER THE
AUTHORITY OF
CODY D. CRANNELL, PE#105947
ON 11/02/2020

IT IS NOT TO BE USED FOR
CONSTRUCTION PURPOSES.

REVISIONS

DESIGN: CCM
DRAWN: CCM
DATE: 11/02/2020
SCALE:
NOTES:
FILE:

Sheet 1 of 1

DRAINAGE DESCRIPTION:

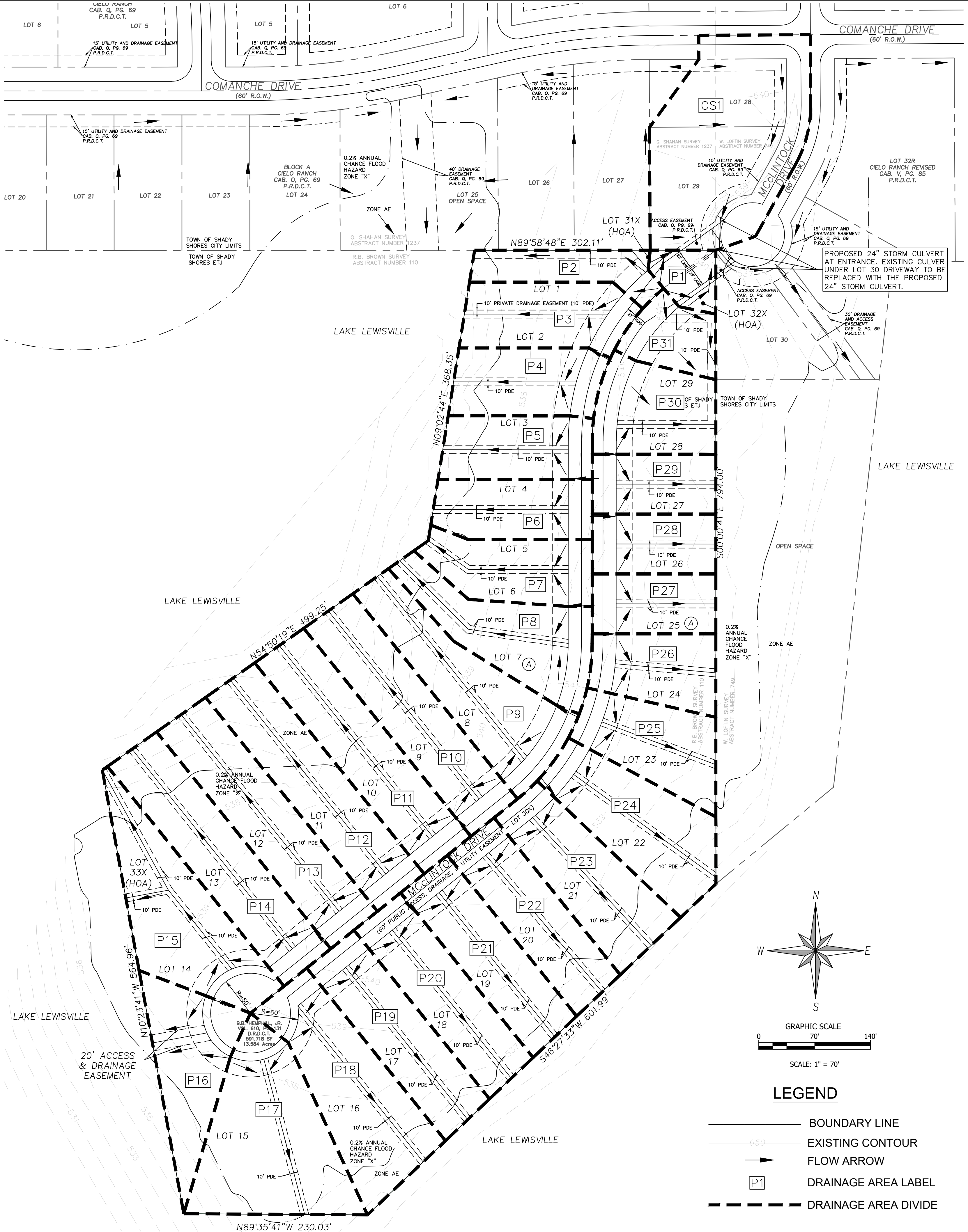
Proposed onsite drainage will be conveyed to Lewisville Lake from the roadway through drainage swales at the side yard lot lines. A high point will be located at the front of the lot in order to ensure drainage from proposed road way is diverted around the pads to the side yards.

A 24" culvert will be installed at the proposed entrance connection to the cul-de-sac to maintain existing drainage conditions in this area.

DRAINAGE AREA MAP CALCULATIONS (PROPOSED)							
DRAINAGE AREA	AREA AC.	C	Cf	Tc MIN.	I100 IN/HR	Q100 C.F.S.	COMMENTS
P1	0.12	0.55	1.25	15	7.91	0.66	To existing cul-de-sac ditch
P2	0.23	0.55	1.25	15	7.91	1.26	To Lewisville Lake
P3	0.39	0.55	1.25	15	7.91	2.14	To Lewisville Lake
P4	0.36	0.55	1.25	15	7.91	1.96	To Lewisville Lake
P5	0.34	0.55	1.25	15	7.91	1.86	To Lewisville Lake
P6	0.33	0.55	1.25	15	7.91	1.81	To Lewisville Lake
P7	0.36	0.55	1.25	15	7.91	1.97	To Lewisville Lake
P8	0.48	0.55	1.25	15	7.91	2.64	To Lewisville Lake
P9	0.59	0.55	1.25	15	7.91	3.20	To Lewisville Lake
P10	0.57	0.55	1.25	15	7.91	3.11	To Lewisville Lake
P11	0.58	0.55	1.25	15	7.91	3.15	To Lewisville Lake
P12	0.59	0.55	1.25	15	7.91	3.20	To Lewisville Lake
P13	0.60	0.55	1.25	15	7.91	3.24	To Lewisville Lake
P14	0.60	0.55	1.25	15	7.91	3.28	To Lewisville Lake
P15	0.62	0.55	1.25	15	7.91	3.39	To Lewisville Lake
P16	0.43	0.55	1.25	15	7.91	2.36	To Lewisville Lake
P17	0.76	0.55	1.25	15	7.91	4.13	To Lewisville Lake
P18	0.65	0.55	1.25	15	7.91	3.54	To Lewisville Lake
P19	0.48	0.55	1.25	15	7.91	2.60	To Lewisville Lake
P20	0.46	0.55	1.25	15	7.91	2.51	To Lewisville Lake
P21	0.45	0.55	1.25	15	7.91	2.45	To Lewisville Lake
P22	0.44	0.55	1.25	15	7.91	2.39	To Lewisville Lake
P23	0.50	0.55	1.25	15	7.91	2.72	To Lewisville Lake
P24	0.55	0.55	1.25	15	7.91	2.97	To Lewisville Lake
P25	0.39	0.55	1.25	15	7.91	2.11	To Lewisville Lake
P26	0.31	0.55	1.25	15	7.91	1.70	To Lewisville Lake
P27	0.27	0.55	1.25	15	7.91	1.45	To Lewisville Lake
P28	0.27	0.55	1.25	15	7.91	1.45	To Lewisville Lake
P29	0.27	0.55	1.25	15	7.91	1.45	To Lewisville Lake
P30	0.38	0.55	1.25	15	7.91	2.06	To Lewisville Lake
P31	0.21	0.55	1.25	15	7.91	1.12	To Lewisville Lake
OS1	1.01	0.55	1.25	15	7.91	5.47	Existing offsite to proposed 24" culvert at entrance

NOTES:

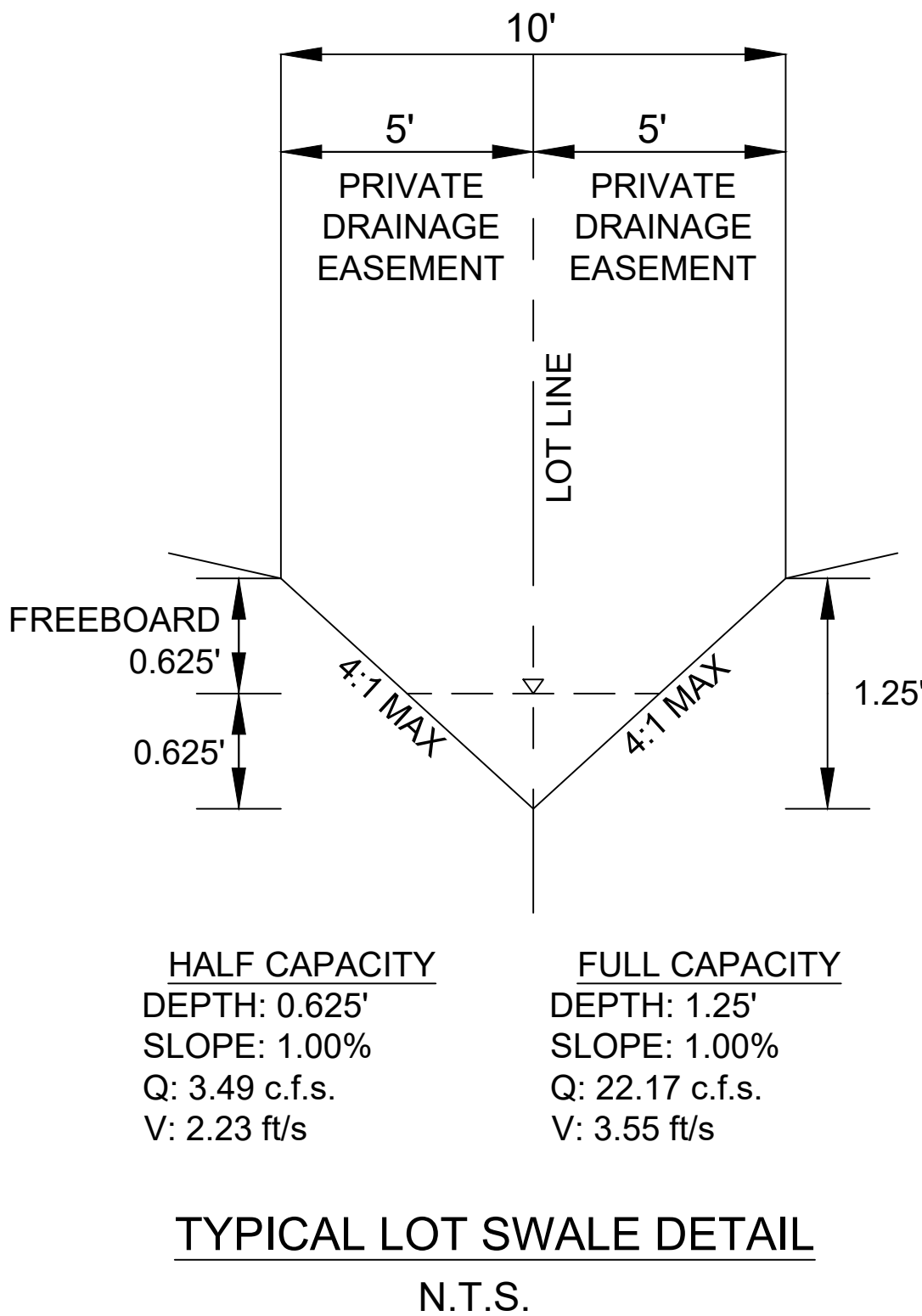
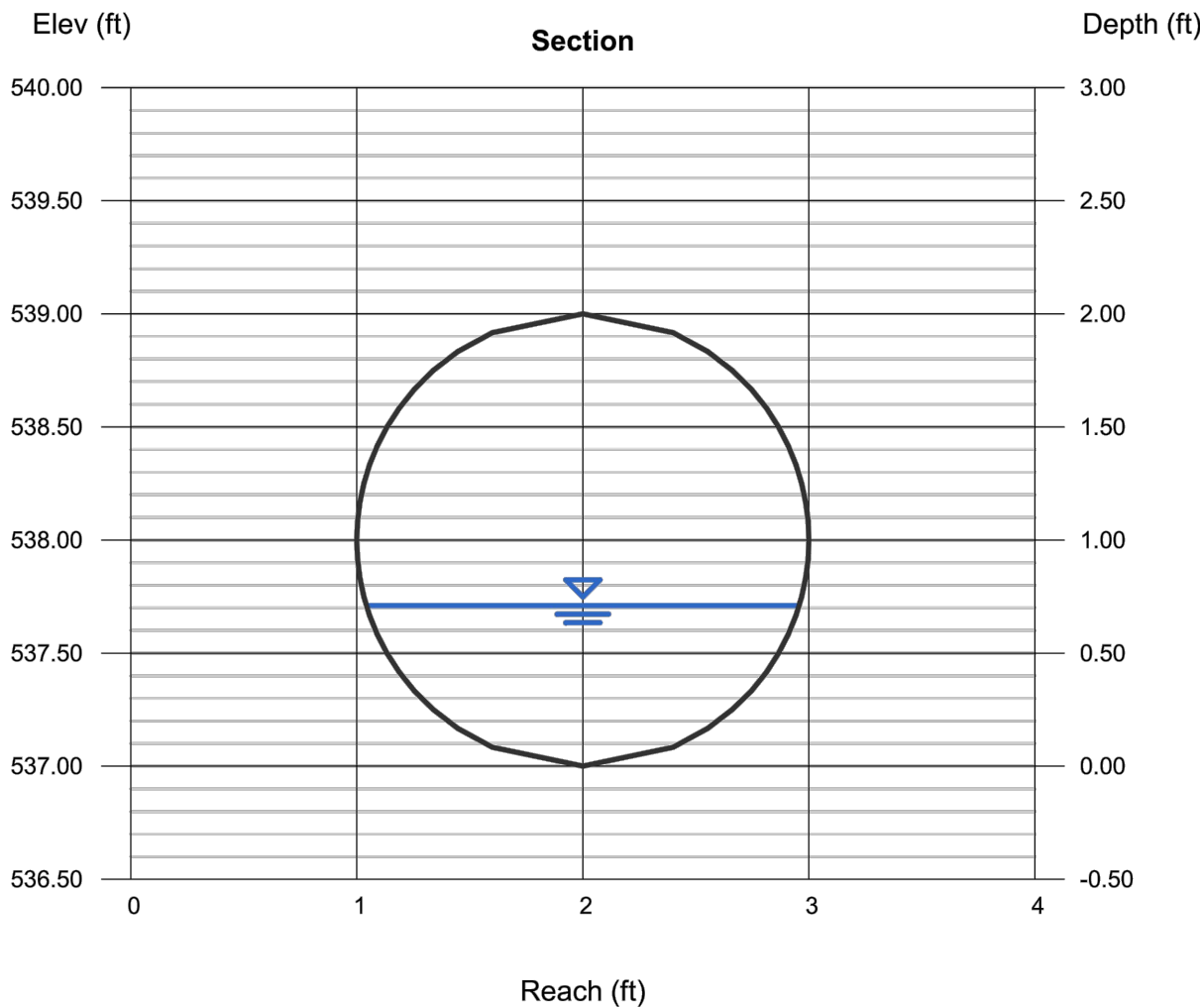
- Minimum roadway elevation shall be 539 except where tying into existing paving elevations at cul-de-sac.
- The finished floor elevation for all proposed buildings on the property shall be 539 or higher.



Hydroware Express Extension for Autodesk® AutoCAD® Civil 3D® by Autodesk, Inc. Wednesday, Oct 21 2020

Proposed 24in. Storm Culvert at Entrance

Circular		Highlighted	
Diameter (ft)	= 2.00	Depth (ft)	= 0.71
		Q (cfs)	= 6.130
		Area (sqft)	= 1.01
Invert Elev (ft)	= 537.00	Velocity (ft/s)	= 6.10
Slope (%)	= 1.00	Wetted Perim (ft)	= 2.56
N-Value	= 0.013	Crit Depth, Yc (ft)	= 0.88
		Top Width (ft)	= 1.92
		EGL (ft)	= 1.29
Calculations			
Compute by:	Known Q		
Known Q (cfs)	= 6.13		



CCM Engineering

2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972.691.6633
Fax: 972.691.6628
TBPE FIRM #605

SHADY SHORES
DEVELOPEMENT

Town of Shady Shores, Denton County, Texas

Preliminary
Drainage Plan

FOR PRELIMINARY
REVIEW ONLY

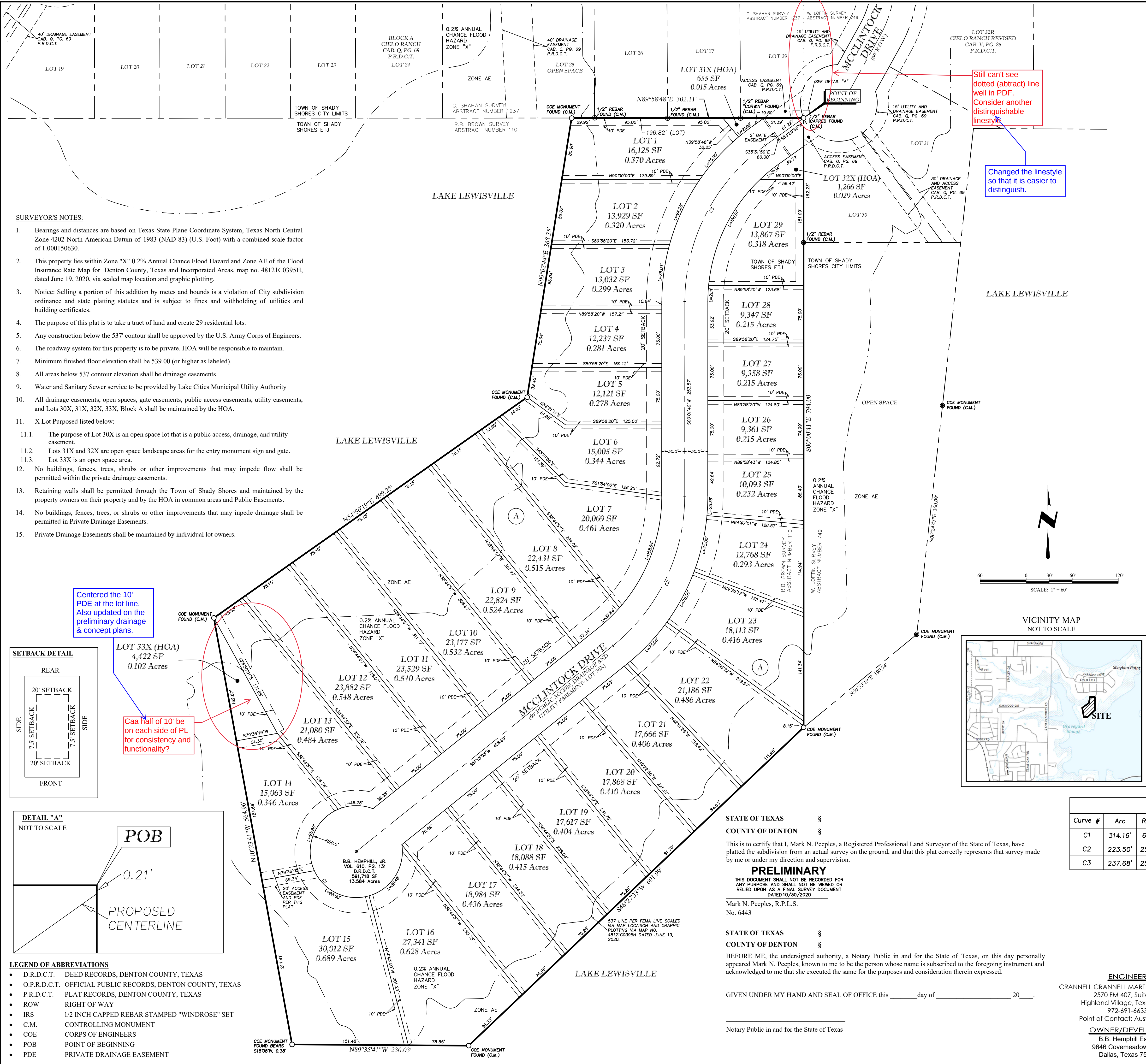
THIS DOCUMENT IS RELEASED FOR
THE PURPOSE
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CODY D. CRANNELL, PE#105947
ON 11/02/2020

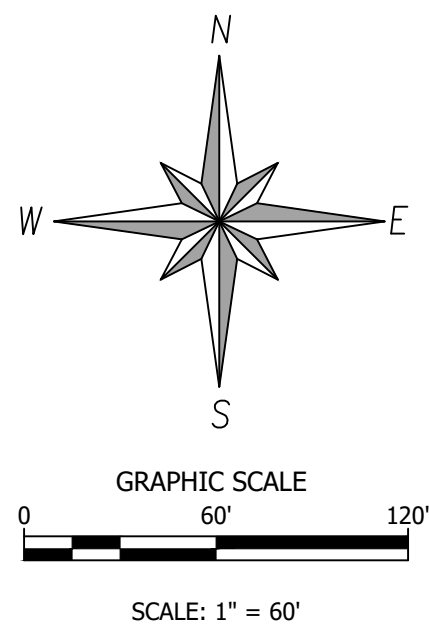
IT IS NOT TO BE USED FOR
CONSTRUCTION PURPOSES.

REVISIONS

DESIGN: CCM
DRAWN: CCM
DATE: 11/02/2020
SCALE:
NOTES:
FILE:

Sheet 1 of 1





LEGEND

- BOUNDARY LINE
- EXISTING WATER
- PROPOSED WATER
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- DRAINAGE FLOW ARROWS
- LIMITS OF EXISTING PAVEMENT TO BE REMOVED AND REPLACED

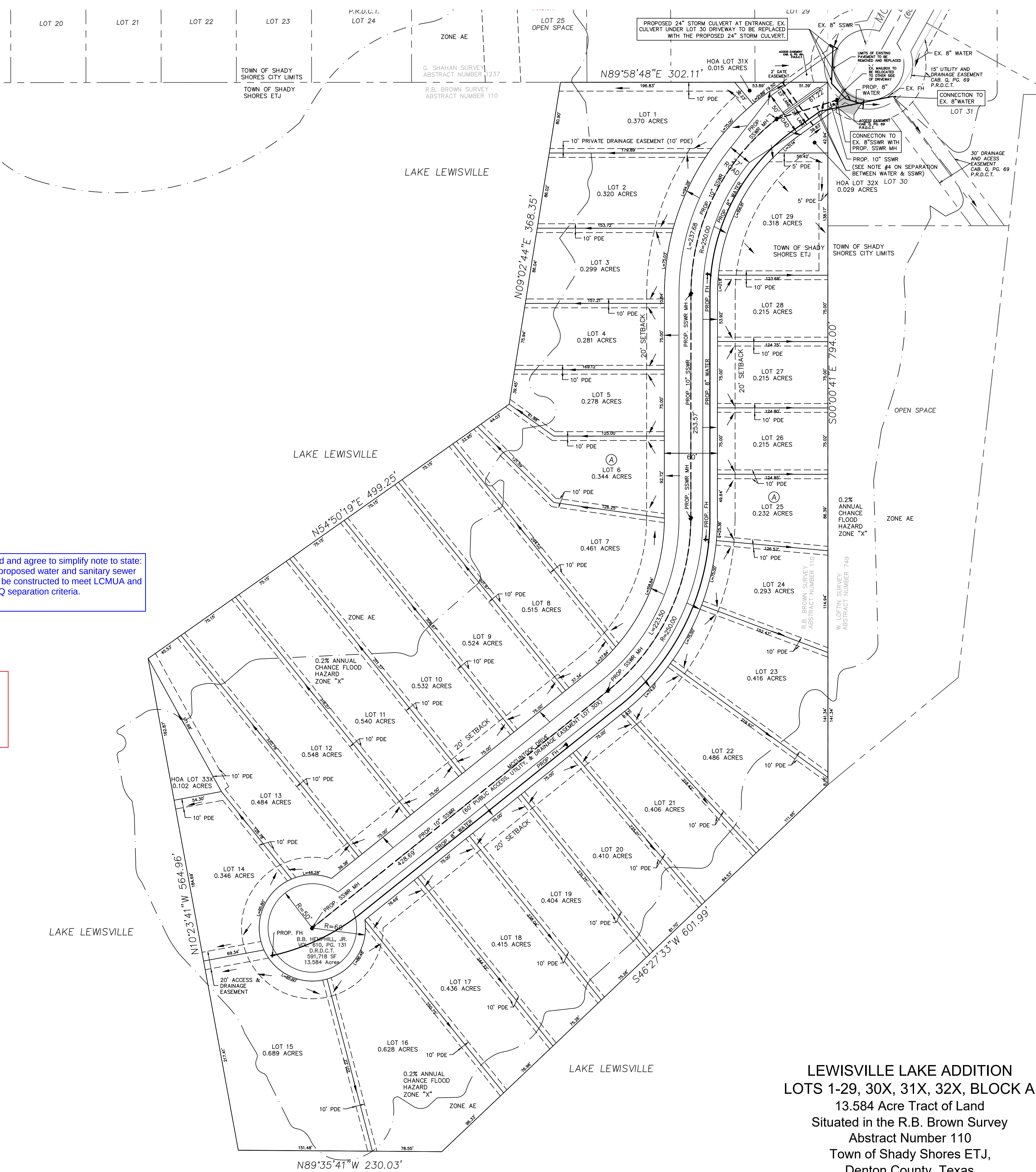
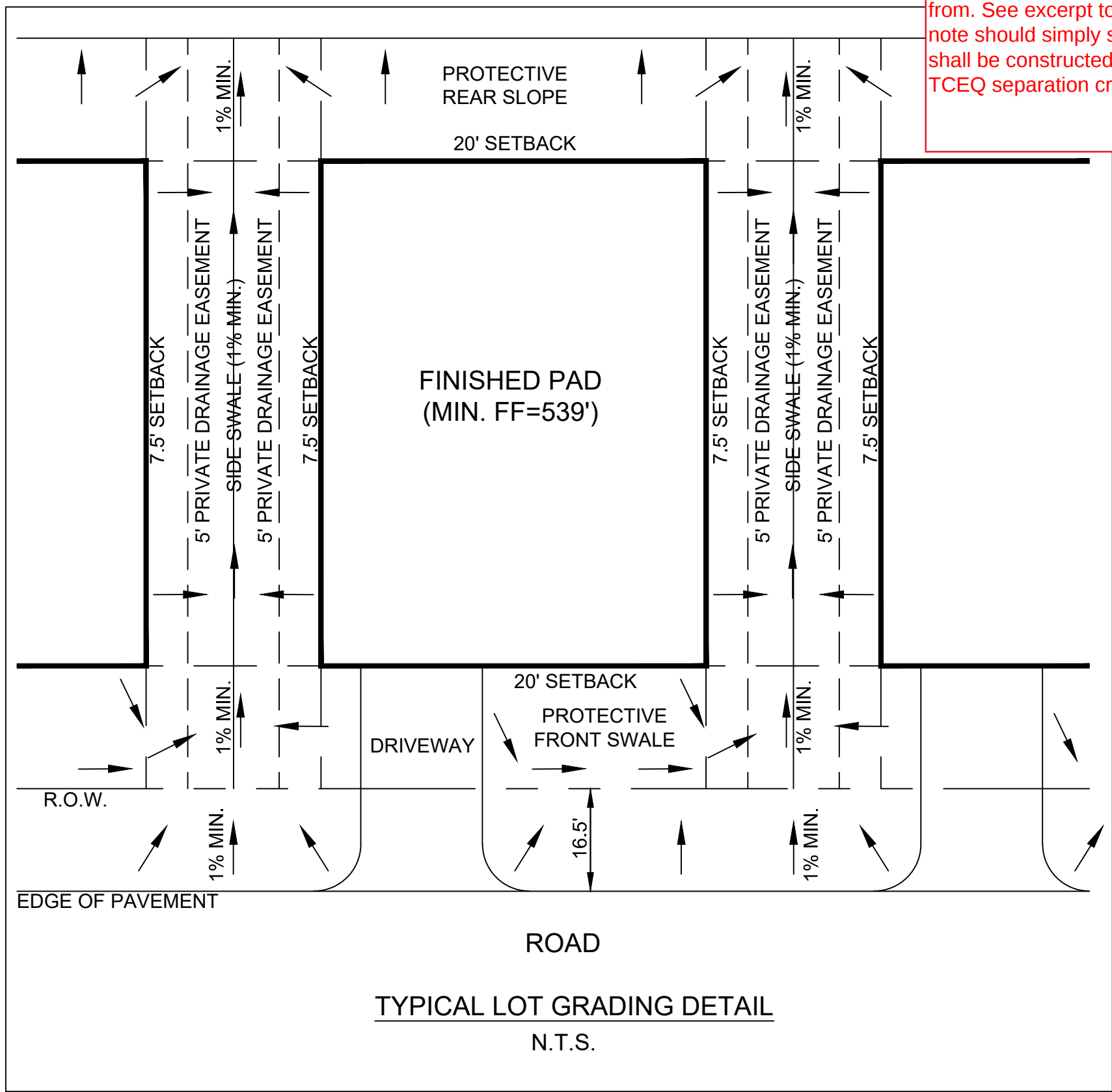
NOTES:

- Minimum roadway elevation shall be 539 except where tying into existing paving elevations at cul-de-sac.
- The finished floor elevation for all proposed buildings on the property shall be 539 or higher.
- Lake Cities Municipal Utility Authority (LCMUA) has indicated by an letter dated 9-17-2020 that there is sufficient capacity to provide water and sanitary sewer service to the property. The water and sanitary sewer design shown is preliminary, and final design of the proposed water and sanitary sewer will be based on the terms and conditions set by LCMUA.
- Where the proposed water and sanitary sewer pipes are within 9', the sanitary sewer shall be constructed with 150 psi pressure class pipe **or be encased with concrete** to meet TCEQ separation requirements.

Noted and agree to simplify note to state: The proposed water and sanitary sewer shall be constructed to meet LCMUA and TCEQ separation criteria.

Not sure where this is from. See section from. See excerpt to the left. Perhaps the note should simply state the sewer/water shall be constructed to meet LCMUA and TCEQ separation criteria.

RULE §290.44 Water Distribution E.4.a. (iii) Where a new potable waterline parallels a new wastewater main, the wastewater main or lateral shall be constructed of at least 150 psi pressure-rated pipe. The new potable waterline shall be located at least two feet above the wastewater main or lateral, measured vertically, and at least four feet away, measured horizontally, from the wastewater main or lateral.



LEWISVILLE LAKE ADDITION
LOTS 1-29, 30X, 31X, 32X, BLOCK A
13.584 Acre Tract of Land
Situated in the R.B. Brown Survey
Abstract Number 110
Town of Shady Shores ETJ,
Denton County, Texas

CCM Engineering

2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972.691.6633
Fax: 972.691.6628
TBPE FIRM #605

SHADY SHORES
DEVELOPEMENT

Town of Shady Shores, Denton County, Texas

Concept Plan

FOR PRELIMINARY
REVIEW ONLY

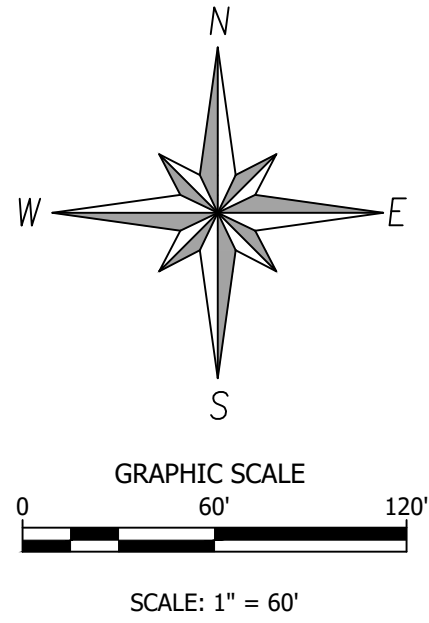
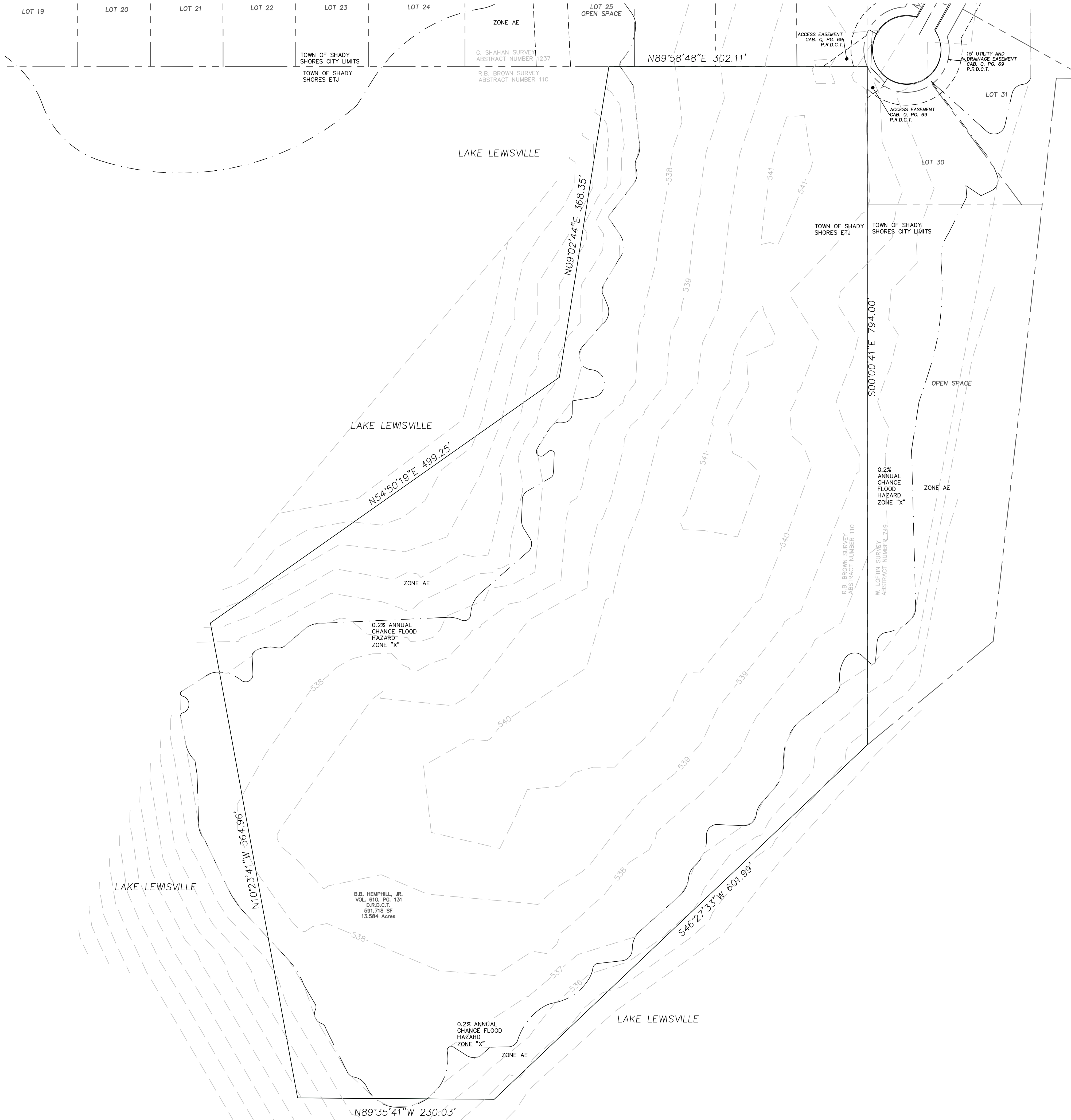
THIS DOCUMENT IS RELEASED FOR
THE PURPOSE
OF INTERIM REVIEW UNDER THE
AUTHORITY OF
CODY D. CRANNELL, PE#105947
ON 10/30/2020

IT IS NOT TO BE USED FOR
CONSTRUCTION PURPOSES.

REVISIONS

DESIGN: CCM
DRAWN: CCM
DATE: 10/30/2020
SCALE:
NOTES:
FILE:

Sheet 1 of 1



LEGEND

- BOUNDARY LINE
- EXISTING CONTOUR

CCM Engineering

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Highland Village, Texas 75077
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SHADY SHORES
DEVELOPEMENT

Town of Shady Shores, Denton County, Texas

Existing
Topography
Exhibit

FOR PRELIMINARY
REVIEW ONLY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF CODY D. CRANNELL, PE#105947 ON 10/14/2020

IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

REVISIONS	
DESIGN:	CCM
DRAWN:	CCM
DATE:	10/14/2020
SCALE:	
NOTES:	
FILE:	

EXHIBIT A

Description of Property

WHEREAS B.B. Hemphill, Jr. is the owner of a 13.584 acre tract of land situated in the R.B. Brown Survey, Abstract Number 110, same being a tract of land described to B.B. Hemphill, Jr. by deed recorded in Volume 610, Page 131, Deed Records, Denton County, Texas and being more particularly described by metes and bounds as follows: (Bearings and Distances are based on the Texas State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD83) (US Foot) with a combined scale factor of 1.000150630);

BEGINNING at a 1/2 inch rebar found for the southeast corner of Lot 29, Block A of Cielo Ranch, an addition to the Town of Shady Shores, as recorded in Cabinet Q, Page 69, Plat Records, Denton County, Texas, same being the northwest corner of Lot 30, Block A of said Cielo Ranch and lying at the end of the culda-sac of McClintock Drive (60 foot right-of-way);

THENCE South 00 degrees 00 minutes 41 seconds East, departing said McClintock Drive, with the west line of said Lot 30, passing at a distance of 162.23 feet a 1/2 inch rebar found for the southwest corner of said Lot 30, same being the northwest corner of an Open Space Lot in Block A of said Cielo Ranch, and continuing with the west line of said Open Space, a total distance of 794.00 feet to a Corps of Engineers Monument found for the southwest corner of said Open Space lot, same being a point on the north line of Lake Lewisville;

THENCE South 46 degrees 27 minutes 33 seconds West, with the southeast line of said Hemphill tract, and with a northwest line of said Lake Lewisville, a distance of 601.99 feet to a Core of Engineers Monument found for corner;

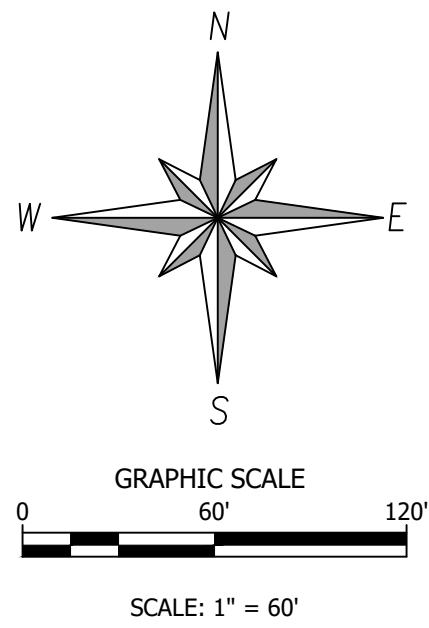
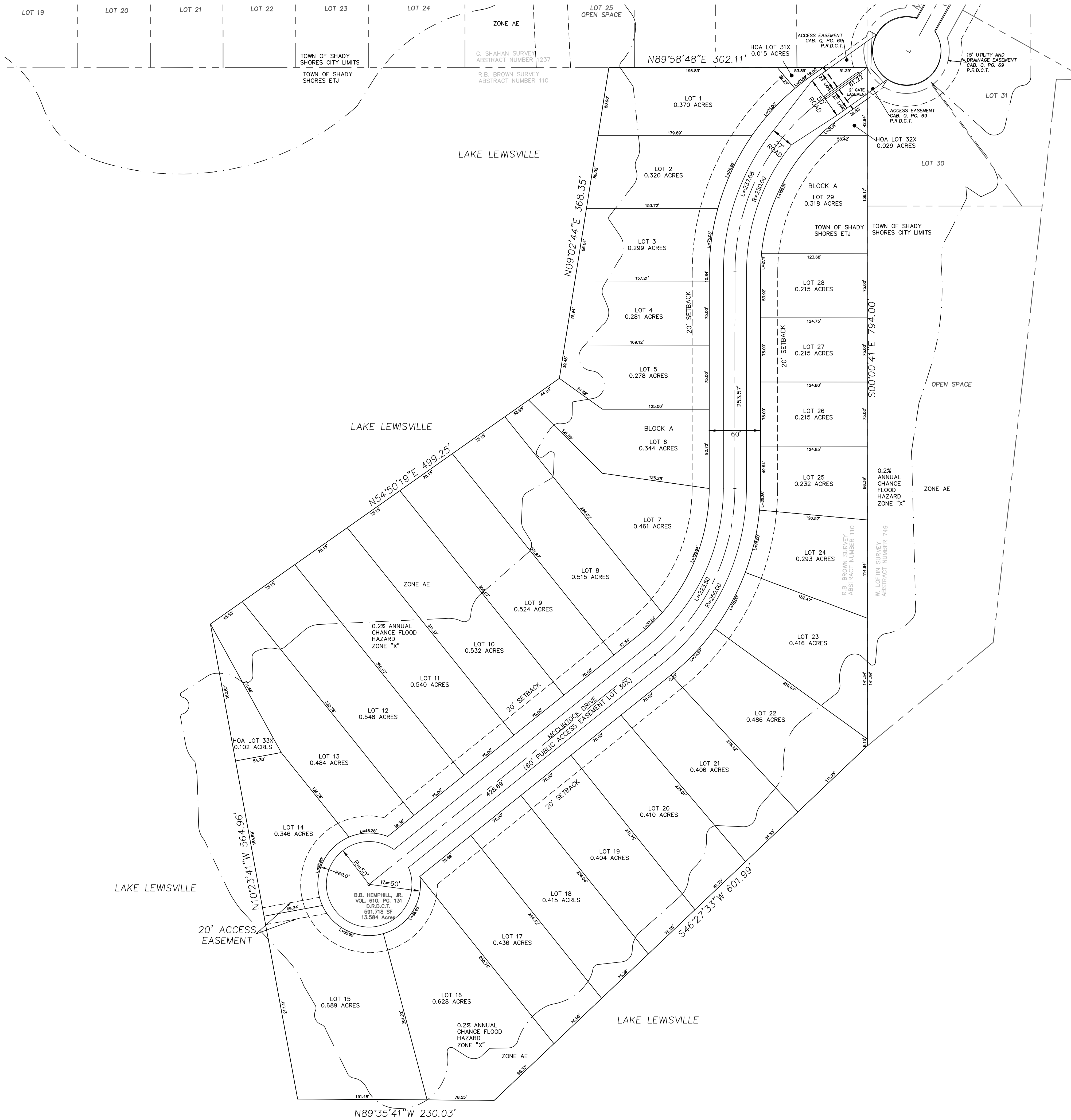
THENCE North 89 degrees 35 minutes 41 seconds West, with the south line of said Hemphill tract and a north line of said Lake Lewisville, a distance of 230.03 feet to a point for the southwest corner thereof, from which a Corps of Engineers Monument found bears South 18 degrees 08 minutes, 0.38 feet;

THENCE North 10 degrees 23 minutes 41 seconds West, with a southwest line of said Hemphill tract, and a northeast line of said Lake Lewisville, a distance of 654.96 feet to a Corps of Engineers Monument found for corner;

THENCE North 54 degrees 50 minutes 19 seconds East, with a northwest line of said Hemphill tract and a southeast line of said Lake Lewisville, a distance of 499.25 feet to a Corps of Engineers Monument found for corner;

THENCE North 09 degrees 02 minutes 44 seconds East, with a west line of said Hemphill tract and an east line of said Lake Lewisville, a distance of 368.35 feet to a Corps of Engineers Monument found on the south lien of Lot 25, Block A of said Cielo Ranch, same being a northeast corner of said Lake Lewisville;

THENCE North 89 degrees 58 minutes 48 seconds East, with the south line of said Lot 25, passing at a distance of 29.92 feet a 1/2 inch rebar found for the southeast corner of said Lot 25, same being the southwest corner of Lot 26 of said Cielo Ranch, and continuing with the south line of said Lot 26, passing at a distance of 124.92 feet a 1/2 inch rebar found for the southeast corner of said Lot 26, same being the southwest corner of Lot 27 of said Cielo Ranch, and continuing with the south line of said Lot 27, passing at a distance of 219.92 feet a 1/2 inch rebar capped "Gorwin" found for the southeast corner of said Lot 27, same being the southwest corner of said Lot 29, and continuing with the south line of said Lot 29, a total distance of 302.11 feet to THE POINT OF BEGINNING and containing 591,718 square feet or 13.584 acres of land, more or less.



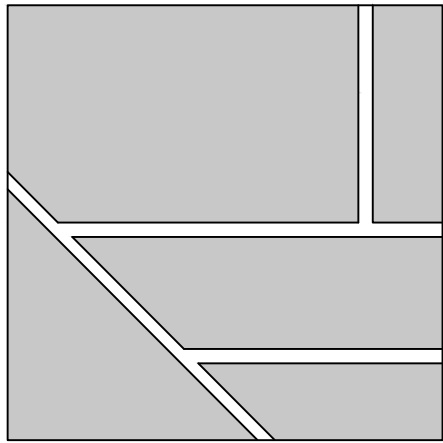
LEGEND

BOUNDARY LINE

LEWISVILLE LAKE ADDITION
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SHADY SHORES
DEVELOPEMENT

Town of Shady Shores, Denton County, Texas

Concept Plan

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REVISIONS
DESIGN: CCM
DRAWN: CCM
DATE: 10/14/2020
SCALE:
NOTES:
FILE:
Sheet 1 of 1



Denton County Clerk

Juli Luke
1450 E McKinney St
Denton, TX 76209

Main: (940) 349-2012 **Fax:** (940) 349-2013

Receipt: 20201029000757
Date: 10/29/2020
Time: 04:03PM
By: Kraig T
Station: Station 25
Status: ORIGINAL COPY

<u>Seq</u>	<u>Item</u>	<u>Document Description</u>	<u>Number</u>	<u>Number Of</u>	<u>Amount</u>	<u>Serial Number</u>	<u>GF Number</u>
1	Real Property Recordings	AG	175066	34	\$158.00		

Order Total (1) \$158.00

<u>Seq</u>	<u>Payment Method</u>	<u>Transaction Id</u>	<u>Comment</u>	<u>Total</u>
1	VitalChek	116199986		\$158.00
Total Payments (1)				\$158.00
Change Due				\$0.00

10/29/2020 04:02 PM CTT
DENTON COUNTY CLERK (LEHISVILLE)
400 N. VALLEY PKWY
LEHISVILLE, TX 75067
TERMINAL NAME: E31999801

ORDER #: 116199986

PAYMENT

RECORDER PAYMENT 25 \$158.00
AGENCY SUBTOTAL: \$158.00
LEXISNEXIS SERVICE FEE: \$0.00
TOTAL USD: \$158.00

CARD #: 9063
PAYMENT: CREDIT
NAME: CHIP READ CONTACT
ISSUER: VISA
MID: *****2352
TID: *****352
AUTH CODE: 91516
APP LABEL: VISA CREDIT
CMT: NO SIG REQUIRED
RID: #000000031010
RBD: #000000032000
AMOUNT: \$158.00
*** CARD APPROVED ***

AMOUNT PAID:
\$158.00

CUSTOMER COPY

JAMES SHEPHERD

For more information about the County Clerk's office and to search property records online, please visit www.dentoncounty.com/ccf



VG-19-2020-175066

Denton County
Juli Luke
County Clerk

Instrument Number: 175066

Real Property Recordings

AGREEMENT

Recorded On: October 29, 2020 04:03 PM

Number of Pages: 34

" Examined and Charged as Follows: "

Total Recording: \$158.00

***** **THIS PAGE IS PART OF THE INSTRUMENT** *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 175066
Receipt Number: 20201029000757
Recorded Date/Time: October 29, 2020 04:03 PM
User: Kraig T
Station: Station 25

Record and Return To:

JAMES E. SHEPHERD
SHEPHERD LAW FIRM
1901 N. CENTRAL EXPY, SUITE 200
RICHARDSON TX 75080



STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and executed this 19th day of October, 2020 (the "Effective Date"), by and among the TOWN OF SHADY SHORES, TEXAS, a Type A general law city existing under the laws of the State of Texas (the "Town"), Craig H. Smitham, Independent Executor of the Estate of Bernard B. Hemphill, Jr., Deceased, ("Estate"), and Mr. Ayman El-Nimri, Mr. Moe Nimri, Mr. Basem Nimri, Mr. Omar Oweis, and Mr. Adam Lingenfelter collectively, ("Developer"). The Estate and the Developer are the parties to that certain Purchase and Sale Agreement by and between The Estate of Bernard B. Hemphill, Jr., Deceased, as Seller, and Moe Nimri and Ayman El-Nimri (collectively), as Buyer, with an effective date of September 4, 2020 (the "PSA"). The Developer, and any successors in interest to title of the Property are bound by the terms and conditions of this Agreement, which run with the land.

In the event the Estate and/or Developer, as Seller and Buyer of the PSA, notify the Town the PSA has not closed and funded in accordance with its terms, or has otherwise been terminated without title being conveyed by the Estate, this Agreement may be terminated and of no further force and effect as set forth in this paragraph. Notice to the Town will be made by registered mail to the Town by either Buyer, Seller, or both, with proof both Buyer and Seller have been provided the Notice and advised of the failure to close. If neither Buyer or Seller object to the subject of the Notice within 21 days of the date the Notice was mailed, the Town will place the Agreement on the next regular agenda of the Town Council for termination or other appropriate action. The Parties, including all successors, agree that action may include the filing of a document in the Denton County Deed Records terminating this Agreement as it applies to the Property.

The Town, the Property Owner and the Developer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties." Successors in title to the Property Owner are anticipated to purchase the Property in November of 2020 and are expected to be Mr. Moe Nimri and Mr. Ayman El-Nimri. They in turn may transfer ownership to a legal entity to be formed, and which shall also be bound by the terms of this Agreement as the Owner of the Property, as would any additional successor in interest to the prior owners.

RECITALS

WHEREAS, Property Owner is the owner of that certain approximate 13.584 acre tract of land located in the extraterritorial jurisdiction ("ETJ") of the Town and being more particularly described on Exhibit A attached to this Agreement and made a part hereof (the "Property"), and

WHEREAS, the Parties intend that the Property be developed in accordance with the mutually agreeable regulations provided in this Agreement, and

WHEREAS, the Developer anticipates the purchase and closing of the Property on or before November 15, 2020, at which time the Owner will transfer all its right title and interest to

Developer. The Owner will not retain a lien on the property and is not a participant or partner in the development described in this Agreement.

WHEREAS, the Property Owner represents and warrants that the property is not subject to an agricultural tax exemption, or any similar open space exemption; and in conjunction with Developer, does exercise their right to voluntarily annexation of the Property, all as set forth in this Agreement, and

WHEREAS, the Parties desire that the Property be developed into a quality development and agree that the securing of financing for the development of the Property requires an agreement providing long term certainty in regulatory requirements and development standards regarding the Property, and

WHEREAS, the Parties desire to obtain the benefits of certainty and predictability regarding future development of the Property that can be provided by a development agreement for property that is currently located in the ETJ of the Town, and which is to be annexed into the Town as set forth in this Agreement, and

WHEREAS, the Parties have the power and authority to enter into this Agreement, including, but not limited to, the authority granted by Section 212.172 of the Texas Local Government Code,

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS.

"Town Council" means the Town Council of the Town.

"Developer" means the Owner of the Property who is developing the Property pursuant to this Agreement with the Town.

"Development Plan" means the Development Plan attached hereto as Exhibit B which Development Plan and includes the Development Standards attached hereto as Exhibit C.

"Lender" means a person or entity that receives a collateral assignment, pledge, security interest, lien or other encumbrance of or in all or any part of the Property or in Developer's right, title and interest in and to this Agreement to secure repayment of a debt or performance of an obligation by Developer.

"Lot Owner" means any "end-buyer of a fully developed and improved lot" within any platted single-family residential subdivision as such phrase is used in Section 212.172(f) of the Local Government Code. Without limiting the foregoing, for purposes of this Agreement: (A) the term "end-buyer" means any owner, developer, tenant, user or occupant and (B) the term "fully developed and improved lot" means any lot, regardless of the use, for which a final plat has been

approved by the Town and recorded in the Official Real Property Records of Denton County, Texas.

"Owner" means the Owner of the Property being developed. The Owner is responsible for all obligations in this Agreement as Owner, and those obligations designated by this Agreement for the Owner, acting as the "Developer" to carry out.

"Property" means the tract of land described in Exhibit A by metes and bounds, and survey.

II. ANNEXATION AND DEVELOPMENT.

1. **Agreement to Annex.** The Town and the Developer agree that upon Developer's purchase of the property, and the execution of this Agreement, whichever shall last occur, the Developer agrees and requests the process of annexation to proceed.

2. **Development Plan.** Development of the property shall be in accordance with the conceptual plan of development, which is incorporated herein by reference and attached hereto as Exhibit B (as the same may be modified from time to time by written agreement of the developer and the Town, the "Development Plan"). All development applications shall substantially comply with the Development Plan. The total number of lots shall not exceed twenty-nine (29) lots. All ordinance provisions of the Town not specifically modified by specific provisions of the Development Plan and Development Standards shall be in effect and enforceable within the property as they are in the remainder of the Town. All lots are for single family residential use only.

3. **Regulations Applicable.** The following regulations apply to development of the Property ("Governing Regulations"):

- a. All regulations pertaining to the development of the Property set forth in this Agreement and all exhibits hereto (including the Development Plan);
- b. The Town's current subdivision ordinance (as of the Effective Date of this Agreement); and
- c. The special regulations set forth on Exhibit C ("Development Standards").
- d. All uniform building, fire, plumbing, electrical, mechanical, energy, and property maintenance codes adopted by the Town from time to time, including generally applicable local amendments thereto; and
- e. Development of the Property shall be governed by and occur in accordance with the development regulations set forth in the Town's Zoning Classification of Chapter 14 of the Code of Ordinances, (R-2000-1/2) as specifically modified by the Development Standards attached hereto as Exhibit C.

4. **Inconsistent Development.** Developer agrees that any development application that is submitted to the Town for any portion of the Property during the term of this Agreement that is inconsistent with the Governing Regulations may be denied by the Town.

5. **Annexation and Zoning.** The Parties agree that the Property shall be annexed by the Town. Developer expressly agrees and consents that the Property may be annexed by the Town on the last to occur of the following:

- a. All parties have executed this Agreement.
- b. The Estate does not own the Property and has sold and conveyed title to Developer.
- c. Upon annexation, the Town shall have all of the same enforcement rights to enforce compliance with the Governing Regulations with respect to the Property that it otherwise enjoys under the law to enforce development regulations within the Town limits. Following annexation, the Parties contemplate, and the Developer expressly agrees that the Town will zone the Property to a zoning district ("District") that is consistent, with variances as needed, with the Governing Regulations. The Town agrees, to the extent permitted by Section 212.172 of the Texas Local Government Code, to zone the Property to a district (R-2000-1/2) that is consistent with the Governing Regulations. Regardless of the zoning of the Property after annexation, nothing herein shall be construed to prevent the Property from being developed in accordance with this Agreement. If the Property is zoned as contemplated by the Parties, the zoning shall be consistent with the Governing Regulations. Following annexation and zoning of the Property, any development of the annexed land may begin and shall thereafter be in accordance with this Agreement, unless the zoning of the Property is inconsistent with this Agreement, in which case Owner may, at its option, choose to develop in accordance with such zoning.
- d. Town inspection services for public improvements on the Property, begin on the approval by the Town of the preliminary plat. Town public safety services (Law enforcement and Fire Department) would commence when the Property is annexed into the Town.

III. WATER & SANITARY SEWER SYSTEM.

Water and Sanitary Service - The Lake Cities Municipal Utility Authority (LCMUA) is the provider of water and sanitary sewer services in the area that includes the Property.

LCMUA has indicated that there is sufficient capacity to provide water and sanitary sewer service to serve the proposed development of the property. Owner agrees and acknowledges the water and sanitary sewer service to the Property is subject to the terms and conditions set by LCMUA.

IV. ROADWAY SYSTEM.

Interior Roadway Construction - The Developer will dedicate 60-foot wide rights of way on all interior roads in the subdivision.

V. TERM OF AGREEMENT.

This Agreement is a development agreement authorized by Section 212.172 of the Local Government Code. This Agreement shall continue in effect for a term of fifteen (15) years after the Effective Date and may be renewed by written agreement of the Town and the Developer for two (2) successive periods of fifteen (15) years each, up to a maximum of forty-five (45) years after the Effective Date.

VI. COLLATERAL ASSIGNMENT BY DEVELOPER TO LENDER.

Developer shall have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber its right, title and interest in and to this Agreement for the benefit of its Lender without the consent of, but with prompt written notice to, the Town. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any Lender to perform any obligations or incur any liability under this Agreement unless the Lender agrees in writing to perform such obligations or incur such liability, or, unless the Lender becomes the Property Owner of all or some portion of the Property. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a Lender, whether judicial or non-judicial.

VII. TERMINATION.

In the event this Agreement is terminated as provided in this Agreement or is terminated pursuant to other provisions, or is terminated by mutual agreement of the parties, the parties must promptly execute and file of record, in the Official Public Records of Real Property of Denton County, Texas, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurred. This Agreement may be terminated by the mutual written agreement of the Parties.

VIII. DEFAULTS.

1. If a party is in default under this Agreement, the non-defaulting party must notify all parties in writing of an alleged failure by the non-defaulting party to comply with a provision of this Agreement, which notice must specify the alleged failure with reasonable particularity. The alleged defaulting party must, within thirty (30) days after receipt of such notice or such longer period of time as may be specified in such notice, either cure such alleged failure or, in a written response, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

2. The non-defaulting party must determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the alleged defaulting party. The alleged defaulting party must make available, if requested, any records, documents or other information necessary to make the determination.

3. If the non-defaulting party determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the non-defaulting party, or that such failure is excusable, such determination must conclude the investigation.

4. If the non-defaulting party determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured in a manner and in accordance with a scheduling reasonably satisfactory to the non-defaulting party, then the non-defaulting party may proceed to mediation.

5. In the event the parties to this Agreement cannot, within a reasonable time, resolve their dispute pursuant to the procedures described hereinabove, the parties agree to submit the disputed issue to non-binding mediation. All parties to this Agreement shall participate in this mediation. The parties must participate in good faith, but in no event must they be obligated to pursue mediation that does not resolve the issue within two (2) days after the mediation is initiated or thirty (30) days after mediation is requested. The parties participating in the mediation must share the costs of the mediation equally.

6. In the event of a determination that the defaulting party has committed a material breach of this Agreement that is not resolved in mediation, the non-defaulting party may file suit in a court of competent jurisdiction in Denton County, Texas, and seek any relief available at law or in equity.

IX. MISCELLANEOUS

1. **Notice.** Any notice to be given or to be served upon a Party hereto in connection with this Agreement must be in writing and may be given (i) by certified or registered mail and shall be deemed to have been given and received seven (7) days after a certified or registered letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail, or (ii) by personal delivery and/or by recognized overnight delivery service and shall be deemed to have been given and received upon such delivery. Such notice shall be given to the parties hereto at the address set forth in Exhibit D attached hereto. Any party hereto may, at any time by giving two (2) days written notice to the other parties, designate any other address in substitution of the foregoing address to which such notice shall be given.

2. **Venue.** This Agreement shall be construed under and in accordance with the laws of the State of Texas and is specifically performable in Denton County, Texas. Exclusive venue shall be in state district court in Denton County, Texas.

3. **Savings/Severability.** In case anyone or more provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, 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 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.

4. **Authority.** Each of the Parties represents and warrants to the other that they have the full power and authority to enter into and fulfill the obligations of this Agreement.
5. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties to the Agreement.
6. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which will be deemed an original for all purposes.
7. **Representations.** Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.
8. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.
9. **Time is of the Essence.** Time is of the essence in this Agreement.
10. This Agreement constitutes a "permit" (as defined in Chapter 245, Texas Local Government Code) that is deemed filed with the Town on the Effective Date.
11. **Recordation, Releases and Estoppel**
 - a. **Recordation.** Pursuant to the requirements of Section 212.72(c) (4) of the Texas Local Government Code, this Agreement, and all amendments to this Agreement, shall be recorded in the deed records of Denton County, Texas. This Agreement shall be binding upon: (1) the Property and, except as provided in this subsection, future owners of all or any portion of the Property ("Successors"); (2) the parties; (3) assignees; and (4) lenders. Notwithstanding the foregoing, however, this Agreement is not binding upon, and shall not constitute any encumbrance to title as to any end-buyer of a fully developed and improved lot within the Property except for land use and development regulations that apply to specific lots. For purposes of this Agreement: (A) the term "end-buyer" means any owner, developer, tenant, user, or occupant; (B) the term "fully developed and improved lot" means any lot, regardless of the use, for which a final plat has been approved by the Town; and (C) the term "land use and development regulation that apply to specific lots" mean the Development Standards applied in accordance with this Agreement. The agreement between the governing body of the municipality and the landowner is binding on the municipality and the landowner and on their respective successors and assigns for the term of the agreement. The agreement is not binding on, and does not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the development, except for land use and development regulations that may apply to a specific lot.
 - b. **Releases.** From time to time upon written request of Developer, any

assignee, any lender, or any successor, the Town staff may execute, in recordable form, a release of this Agreement if the requirements of subsection (a) above have been satisfied (subject to the continued applicability of the applicable regulations in accordance with this Agreement). In addition, the Town Administrator shall have the authority (but not the obligation) from time to time, to execute further releases of this Agreement with respect to specific tracts of land within the Property, if, in the sole discretion of the Town Administrator, such releases are in the best interest of the Town. Once the Property has been conveyed by Property Owner to Developer (and/or its assignee) pursuant to the PSA, notwithstanding any other provision of this Agreement, any portion of the Property released from this agreement may be immediately annexed by the Town, as may any portion of the Property conveyed to an "end user".

c. **Estoppel.** From time to time upon written request of Developer, any assignee, any lender, or any successor, the Town staff shall execute a written estoppel certificate to the person or entity making the request: (1) describing, in detail, the status (e.g., unperformed, partially performed, or fully performed) of any material obligation that is identified in the request; (2) identifying any material obligations that are in default or which, with the giving of notice or passage of time, would be in default; and (3) stating that, except as otherwise identified, and to the extent true, that to the best knowledge and belief of the Town, the parties are in substantial compliance with their material obligations under this Agreement.

12. **Assignment of Agreement.** Any assignment of this Agreement to an unaffiliated or unrelated entity of Developer requires approval of the Town, which approval shall not unreasonably be withheld. A related or unrelated assignee under this subsection shall be subject to all of Developer's obligations as set forth in this Agreement.

13. **Authority.** Each of the parties represents and warrants to the other that they have the full power and authority to enter into and fulfill the obligations of this Agreement.

14. **Consideration.** This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed; and pursuant to Section 212.172 of the TEX.LOC.GOV'T CODE as to the Town.

15. **Binding Effect.** This Agreement runs with the land and will be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and authorized assigns. This Agreement only inures to the benefit of, and may be enforced by, the parties, assignees, lenders, successors, and the Town. No other person or entity is a third-party beneficiary of this Agreement.

16. **Authority.** The Town represents and warrants that this Agreement has been approved by the Town Council of the Town in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Town has been authorized to do so. Developer represents and warrants that this Agreement has been approved by appropriate action of Developer and that the individual executing this Agreement on behalf of the Developer has been authorized to do so. Each assignee, lender or successor who becomes a party

to this Agreement represents and warrants that this Agreement has been approved by appropriate action of such assignee, lender, or successor and that the individual executing this Agreement on behalf of such assignee, lender, or successor has been authorized to do so.

17. **Governmental Powers; No Waivers of Immunity.** By its execution of this Agreement, the Town does not waive or surrender any of its governmental powers, immunities, or rights.

Nothing in this Agreement is intended to delegate or impair the performance by the Town of its governmental functions.

18. **Effective Date.** The Effective Date of this Development Agreement shall be the date on which this Agreement is approved by the Town Council of the Town. The Agreement must be approved and executed by Owner and Developer prior to the Town approval.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of October 19, 2020.

"ESTATE": (Prior to planned sale of Nov 2020)

Estate of Bernard B. Hemphill, Jr., Deceased

Craig H. Smitham
By: Craig H. Smitham, Independent Executor

STATE OF TEXAS §

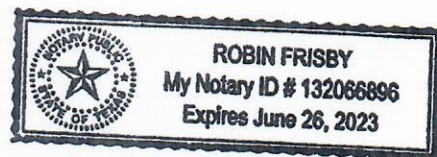
COUNTY OF DALLAS §

This instrument was acknowledged on the 19th day of October, 2020,
by Craig H. Smitham, Independent Executor of the Estate of Bernard B. Hemphill, Jr., Deceased.

Robin Frisby

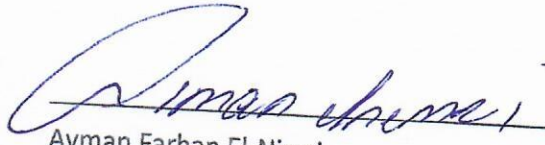
Notary Public in and for the State of Texas

My Commission Expires: _____



SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

"DEVELOPER":


Ayman Farhan El-Nimri

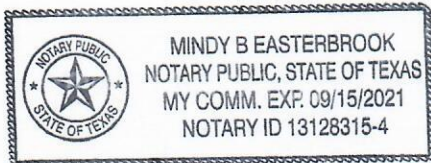
5139 Woodway Dr.

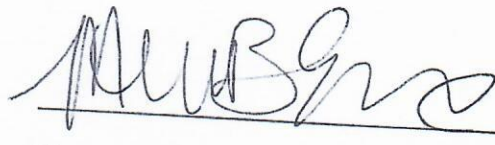
Houston, TX 77006

STATE OF TEXAS §

§
COUNTY OF Harris §

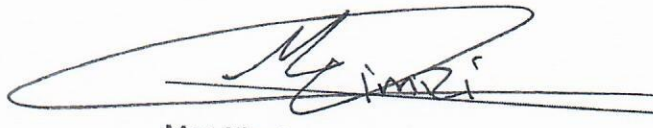
This instrument was acknowledged on the 15th day of Oct, 2020,
by Ayman Farhan El-Nimri.





Notary Public in and for the State of Texas

My Commission Expires: 9-15-2020



Moe Nimri

4025 Lindbergh Dr.

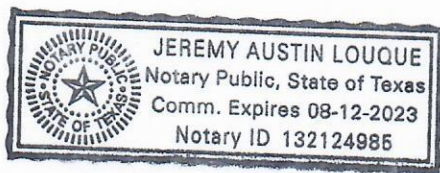
Addison, TX 75001

STATE OF TEXAS §

§

COUNTY OF _____ §

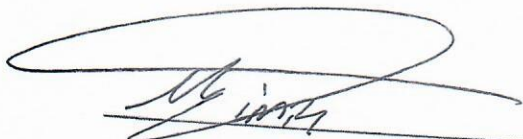
This instrument was acknowledged on the 17 day of October, 2020,
by Moe Nimri.





Notary Public in and for the State of Texas

My Commission Expires: 8-12-2023



SIGNATURE PAGE TO DEVELOPMENT AGREEMENT



Basem Nimri

737 Evergreen Dr.

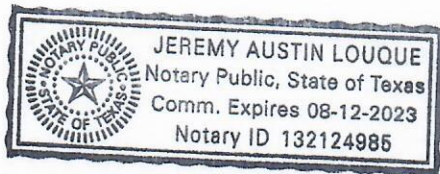
Hurst, TX 76054

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged on the 19th day of October, 2020,
by Basem Nimri.

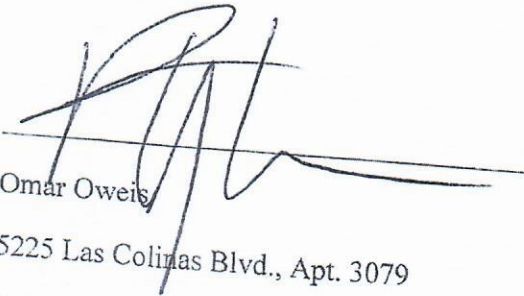




Notary Public in and for the State of Texas

My Commission Expires: 8-12-2023

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT


Omar Oweis
5225 Las Colinas Blvd., Apt. 3079
Irving, TX 75039

STATE OF TEXAS

§

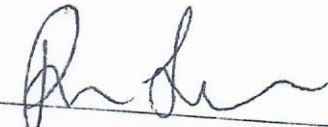
COUNTY OF Benton

§

§



This instrument was acknowledged on the 14 day of October, 2020,
by Omar Oweis.



Notary Public in and for the State of Texas
My Commission Expires: 01/31/2022

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

Adam Lingenfelter

Adam Lingenfelter

3505 Yucca Drive, Suite 101

Flower Mound, TX 75028

STATE OF TEXAS

§

§

COUNTY OF Denton

§



This instrument was acknowledged on the 14 day of October, 2020,
by Adam Lingenfelter.

Brooklyn Justine Lingenfelter

Notary Public in and for the State of Texas

My Commission Expires: 01/31/2022

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

"TOWN":

TOWN OF SHADY SHORES, TEXAS

By: Cindy Aughinbaugh

Name: Cindy Aughinbaugh

Title: Mayor

ATTEST:



Wendy Withers

Wendy Withers, Town Secretary

APPROVED AS TO FORM:

By: James E. Shepherd 10/19/2020

Name: James E. Shepherd

Title: Town Attorney

SCHEDULE OF EXHIBITS:

Exhibit A – Description of Property—Page 1. metes and bounds, Page 2. survey

Exhibit B – Development Plan—Concept Plan

Exhibit C – Development Standards –

Pages C-1-C-2 1. Construction and use

Pages C-3-C-8. Fencing

Exhibit D – Lake Cities Municipal Utility Authority Water & Sewer Service Letter

Exhibit E – Address for Notices

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

C-1
17.

EXHIBIT A

Description of Property

WHEREAS B.B. Hemphill, Jr. is the owner of a 13.584 acre tract of land situated in the R.B. Brown Survey, Abstract Number 110, same being a tract of land described to B.B. Hemphill, Jr. by deed recorded in Volume 610, Page 131, Deed Records, Denton County, Texas and being more particularly described by metes and bounds as follows: (Bearings and Distances are based on the Texas State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD83) (US Foot) with a combined scale factor of 1.000150630);

BEGINNING at a 1/2 inch rebar found for the southeast corner of Lot 29, Block A of Cielo Ranch, an addition to the Town of Shady Shores, as recorded in Cabinet Q, Page 69, Plat Records, Denton County, Texas, same being the northwest corner of Lot 30, Block A of said Cielo Ranch and lying at the end of the culda-sac of McClintock Drive (60 foot right-of-way);

THENCE South 00 degrees 00 minutes 41 seconds East, departing said McClintock Drive, with the west line of said Lot 30, passing at a distance of 162.23 feet a 1/2 inch rebar found for the southwest corner of said Lot 30, same being the northwest corner of an Open Space Lot in Block A of said Cielo Ranch, and continuing with the west line of said Open Space, a total distance of 794.00 feet to a Corps of Engineers Monument found for the southwest corner of said Open Space lot, same being a point on the north line of Lake Lewisville;

THENCE South 46 degrees 27 minutes 33 seconds West, with the southeast line of said Hemphill tract, and with a northwest line of said Lake Lewisville, a distance of 601.99 feet to a Core of Engineers Monument found for corner;

THENCE North 89 degrees 35 minutes 41 seconds West, with the south line of said Hemphill tract and a north line of said Lake Lewisville, a distance of 230.03 feet to a point for the southwest corner thereof, from which a Corps of Engineers Monument found bears South 18 degrees 08 minutes, 0.38 feet;

THENCE North 10 degrees 23 minutes 41 seconds West, with a southwest line of said Hemphill tract, and a northeast line of said Lake Lewisville, a distance of 654.96 feet to a Corps of Engineers Monument found for corner;

THENCE North 54 degrees 50 minutes 19 seconds East, with a northwest line of said Hemphill tract and a southeast line of said Lake Lewisville, a distance of 499.25 feet to a Corps of Engineers Monument found for corner;

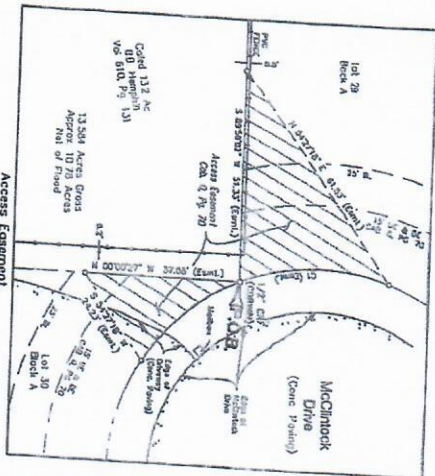
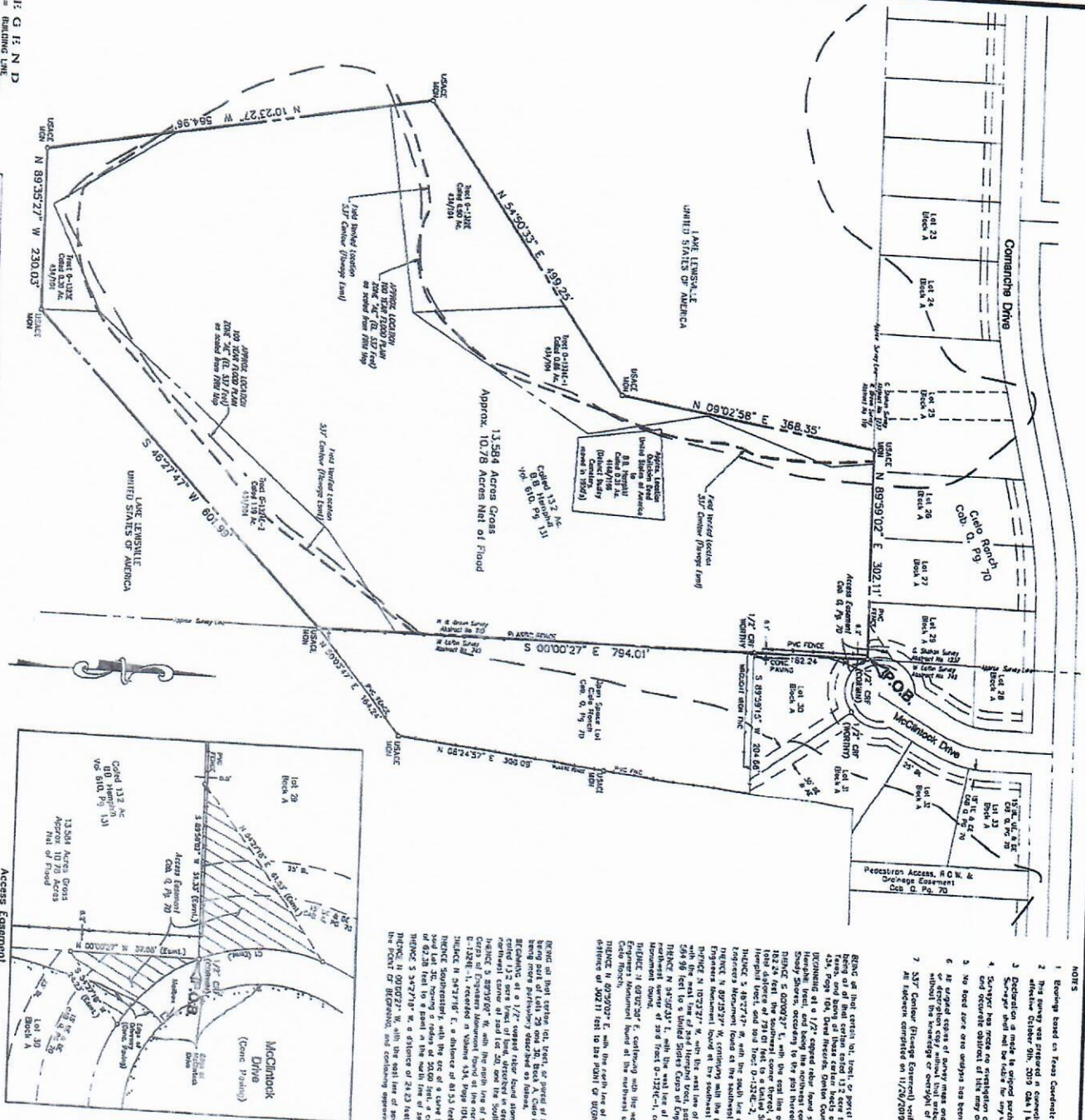
THENCE North 09 degrees 02 minutes 44 seconds East, with a west line of said Hemphill tract and an east line of said Lake Lewisville, a distance of 368.35 feet to a Corps of Engineers Monument found on the south lien of Lot 25, Block A of said Cielo Ranch, same being a northeast corner of said Lake Lewisville;

THENCE North 89 degrees 58 minutes 48 seconds East, with the south line of said Lot 25, passing at a distance of 29.92 feet a 1/2 inch rebar found for the southeast corner of said Lot 25, same being the southwest corner of Lot 26 of said Cielo Ranch, and continuing with the south line of said Lot 26, passing at a distance of 124.92 feet a 1/2 inch rebar found for the southeast corner of said Lot 26, same being the southwest corner of Lot 27 of said Cielo Ranch, and continuing with the south line of said Lot 27, passing at a distance of 219.92 feet a 1/2 inch rebar capped "Gorwin" found for the southeast corner of said Lot 27, same being the southwest corner of said Lot 29, and continuing with the south line of said Lot 29, a total distance of 302.11 feet to THE POINT OF BEGINNING and containing 591,718 square feet or 13.584 acres of land, more or less.

Map by: J. D. Brown
 Date: 2/19/2019
 Project: 13,584 Acres Cross

1. E, G, H, N, D
 = BUILDING LINE
 = UTILITY EASEMENT
 = CAPPED REAR YARD
 = DRIVE
 = GSA I W/CDONS
 = BRANCHING EASEMENT
 = ACCESS EASEMENT

CARE TABLE	
CL	PROG
5000	DETAILED
7710	LAND CHG
6730	5 10/24/19
6730	5 10/24/19



NOTES

1. Existing based on Texas Coordinate System, North Central Zone (2011), NAD 83.
2. This survey was prepared in accordance with the Texas Surveying Act, Chapter 81, Texas Occupations Code, Title 13, Subchapter C, Section 81.001, et seq., and the Texas Surveying Act, Chapter 81, Texas Occupations Code, Title 13, Subchapter C, Section 81.001, et seq., and the Texas Surveying Act, Chapter 81, Texas Occupations Code, Title 13, Subchapter C, Section 81.001, et seq.
3. The survey was prepared in accordance with the Texas Surveying Act, Chapter 81, Texas Occupations Code, Title 13, Subchapter C, Section 81.001, et seq., and the Texas Surveying Act, Chapter 81, Texas Occupations Code, Title 13, Subchapter C, Section 81.001, et seq.
4. The survey was prepared in accordance with the Texas Surveying Act, Chapter 81, Texas Occupations Code, Title 13, Subchapter C, Section 81.001, et seq., and the Texas Surveying Act, Chapter 81, Texas Occupations Code, Title 13, Subchapter C, Section 81.001, et seq.
5. The survey was prepared in accordance with the Texas Surveying Act, Chapter 81, Texas Occupations Code, Title 13, Subchapter C, Section 81.001, et seq., and the Texas Surveying Act, Chapter 81, Texas Occupations Code, Title 13, Subchapter C, Section 81.001, et seq.
6. The survey was prepared in accordance with the Texas Surveying Act, Chapter 81, Texas Occupations Code, Title 13, Subchapter C, Section 81.001, et seq., and the Texas Surveying Act, Chapter 81, Texas Occupations Code, Title 13, Subchapter C, Section 81.001, et seq.
7. The survey was prepared in accordance with the Texas Surveying Act, Chapter 81, Texas Occupations Code, Title 13, Subchapter C, Section 81.001, et seq., and the Texas Surveying Act, Chapter 81, Texas Occupations Code, Title 13, Subchapter C, Section 81.001, et seq.

LEGAL DESCRIPTION

13,584 Acres Cross
 The survey was prepared in accordance with the Texas Surveying Act, Chapter 81, Texas Occupations Code, Title 13, Subchapter C, Section 81.001, et seq., and the Texas Surveying Act, Chapter 81, Texas Occupations Code, Title 13, Subchapter C, Section 81.001, et seq.

Access Easement

The survey was prepared in accordance with the Texas Surveying Act, Chapter 81, Texas Occupations Code, Title 13, Subchapter C, Section 81.001, et seq., and the Texas Surveying Act, Chapter 81, Texas Occupations Code, Title 13, Subchapter C, Section 81.001, et seq.

Access Easement

The survey was prepared in accordance with the Texas Surveying Act, Chapter 81, Texas Occupations Code, Title 13, Subchapter C, Section 81.001, et seq., and the Texas Surveying Act, Chapter 81, Texas Occupations Code, Title 13, Subchapter C, Section 81.001, et seq.



DRAWN BY: S DATE: 2/19/2019

EXHIBIT B

Development Plan

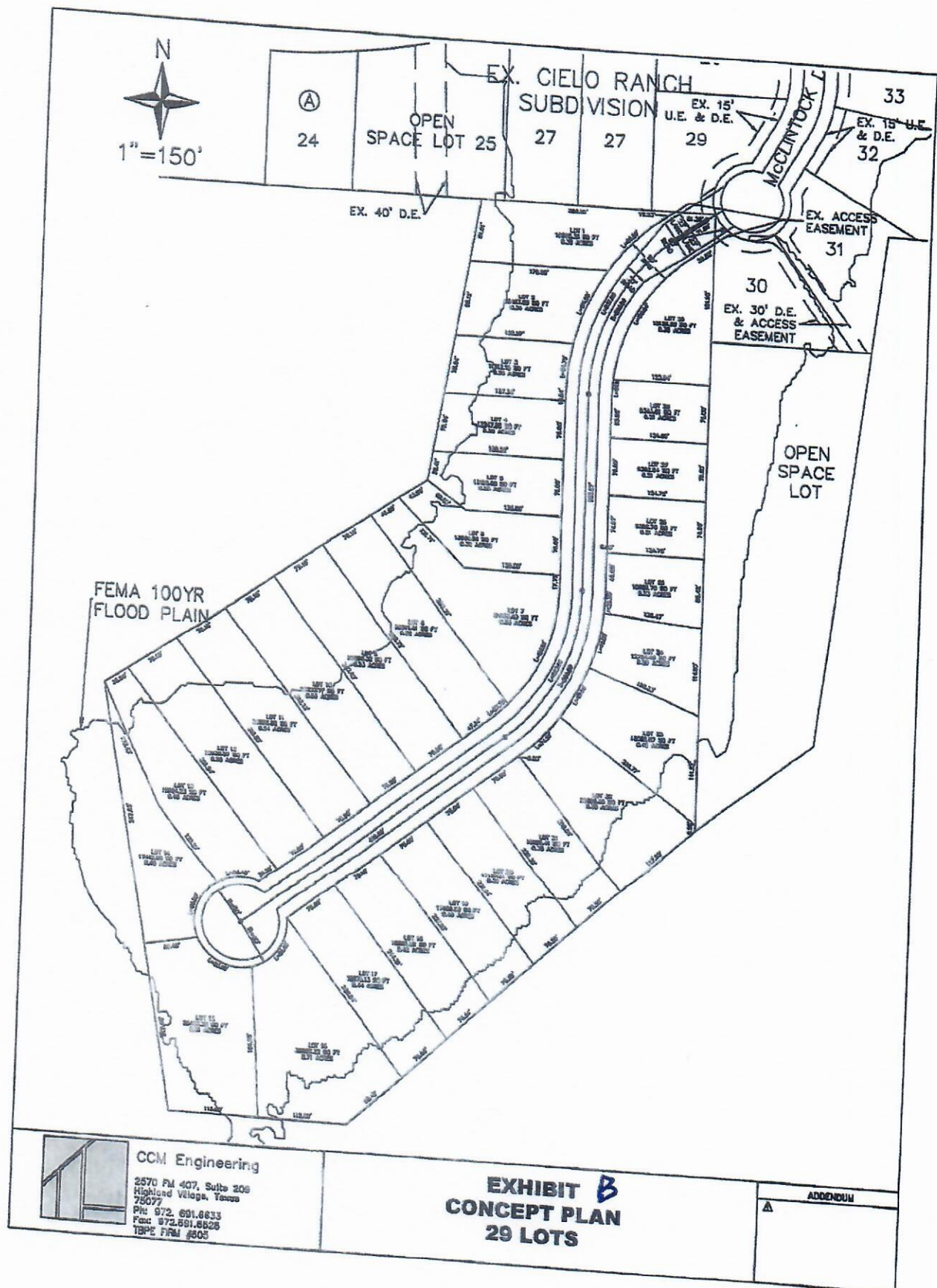


EXHIBIT C

Development Standards

The following uses and standards shall be applied to the Property:

1. Uses:
 - a. Single Family Residential and accessory uses per R-2000-1/2 zoning district requirements in the Town Comprehensive Zoning Ordinance, as modified by this Agreement. This development will be a gated community with a Home Owners Association. There will be no more than 29 lots, as shown in the Development Plan attached hereto as Ex. B.
2. Building Regulations for Property:
 - a. Minimum Lot Size: .21 acres
 - b. Average Lot Size: .468 acres / 0.406 acres net average
 - c. Minimum Width on lots to be 75' at front of lot.
 - d. Setbacks for all Lots: Front Setback 20', Side Setback 7.5, Rear Setback = 20', Corner Setback = 20'
 - e. Cul-de-sac may be up to 1,500 linear feet in length.
3. Building Materials
 - e. Total Exterior Elevation --- 90% brick, stucco, stone, cement siding or masonry, exclusive of windows, doors, gables and trim.
 - f. Any Single Elevation --- not less than 75% brick, stucco, stone or cement siding on any one elevation, exclusive of windows, doors, gables and trim.
4. Minimum Living Area — Minimum 3000 square feet (air conditioned) on all lots, except up to four lots which may have a minimum of 2200 square feet.
5. Accessory Buildings— Must comply with the Town ordinances on Accessory Buildings. Must comply with "Building Materials" requirement(s). Must be located

behind the primary residence on the lot. Accessory dwellings, attached or detached, are not permitted.

6. Viewing Terrace/Patio: Homes will have the option of building a viewing terrace/patio ("Terrace") at a maximum height of 35 feet. Terrace will be part of the home structure and not be detached. No Terraces are permitted on lots adjacent to existing Cielo Ranch residents, including proposed lots 1,2,28, and 29.

7. Fencing – A. No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line indicated on the recorded Final Plat of the Property. No fence, wall or hedge shall exceed six (6) feet in height.

b. All fencing on the Property must strictly conform to the standards set forth in the Fence guidelines in this Exhibit C as to the type or design of fence, materials, and specific location for such fencing.

8. Utilities – All utilities shall be installed underground.

9. Mailboxes - to be constructed of brick or stone material and located at the edge of street or as required by USPS.

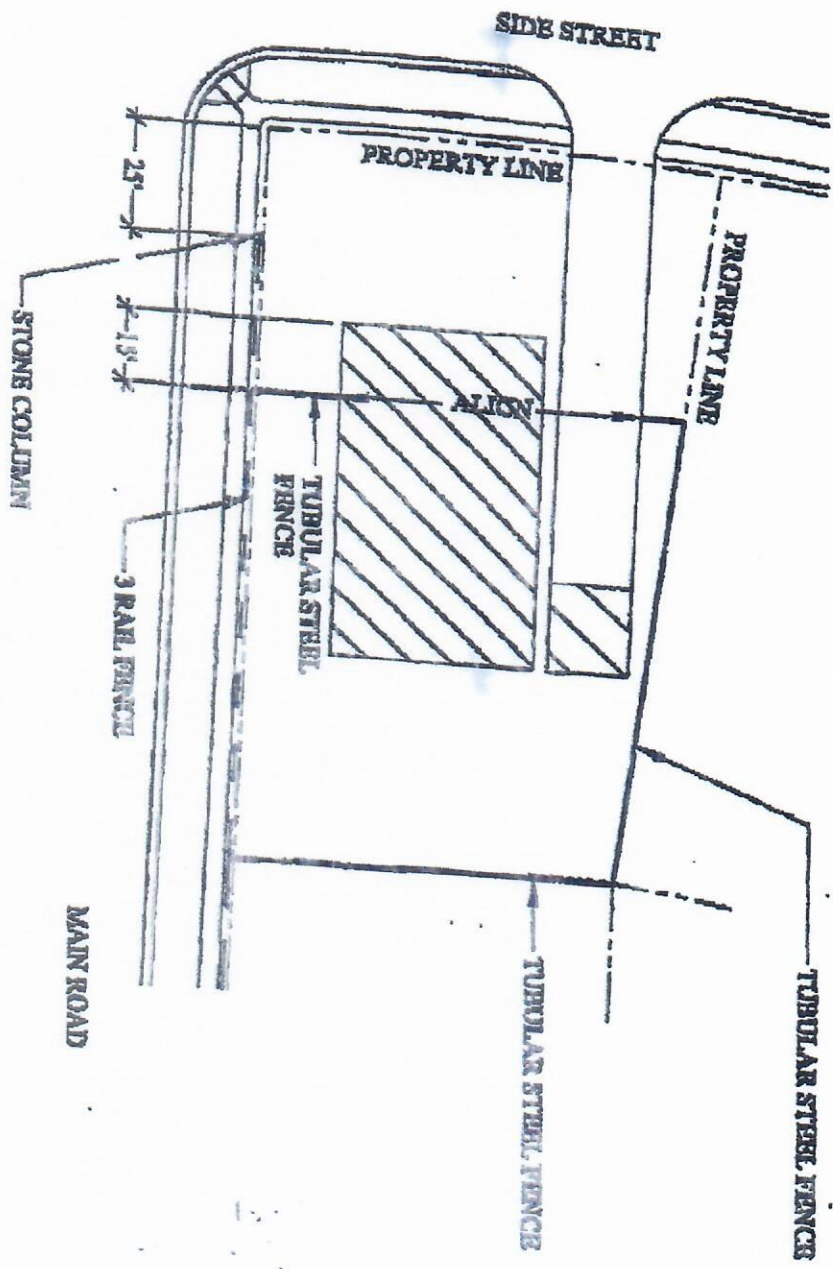
10. Entry – There will be only one point of entry into the development. The entry will include a monument sign (not to exceed 3x4 feet and shall be located on the Property.

11. Floodplain—All finished floor elevations shall be two feet higher than the floodplain elevation of 537 feet.

11. Other Standards – Unless addressed hereinabove, the development must comply with the requirements of the Town's R-2000-1/2 zoning district and Subdivision Ordinance in effect on the Effective Date of the Development Agreement, including its requirements for drainage of the Property. All fees for permits, inspections of construction, plat review and other required Town fees and permits are to be paid as required in the Town ordinances.

08/25/98 WED 14:42 [TX/RX NO 6228]

**ILLUSTRATION A -
FENCE DESIGN ON CORNER LOT**



CHLO
DESIGN GUIDELINES

08/25/98 WED 14:42 FAX 214 854 8541
9729668587
Bellinsler & DeHoff
08/25/98 07:58 NO. 137 05/09

C-3
BEAZER HOMES
08/25/98 WED 14:42 FAX 214 854 8541
9729668587

08/28/00 WED 14:55 FAX 214 854 8541
BEAZER HOMES

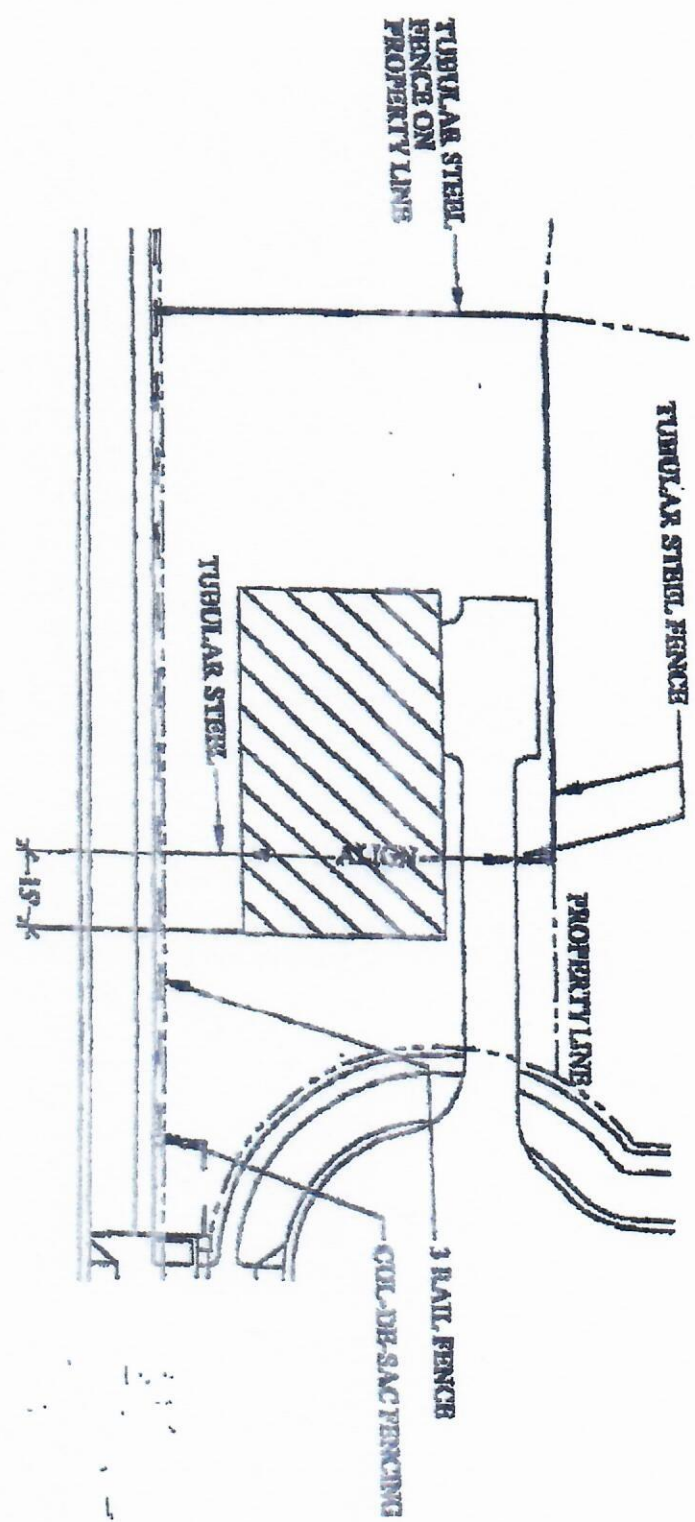
97229648587

08/25/99 07:38 NO.135 06/07
Bellinger &

06/07

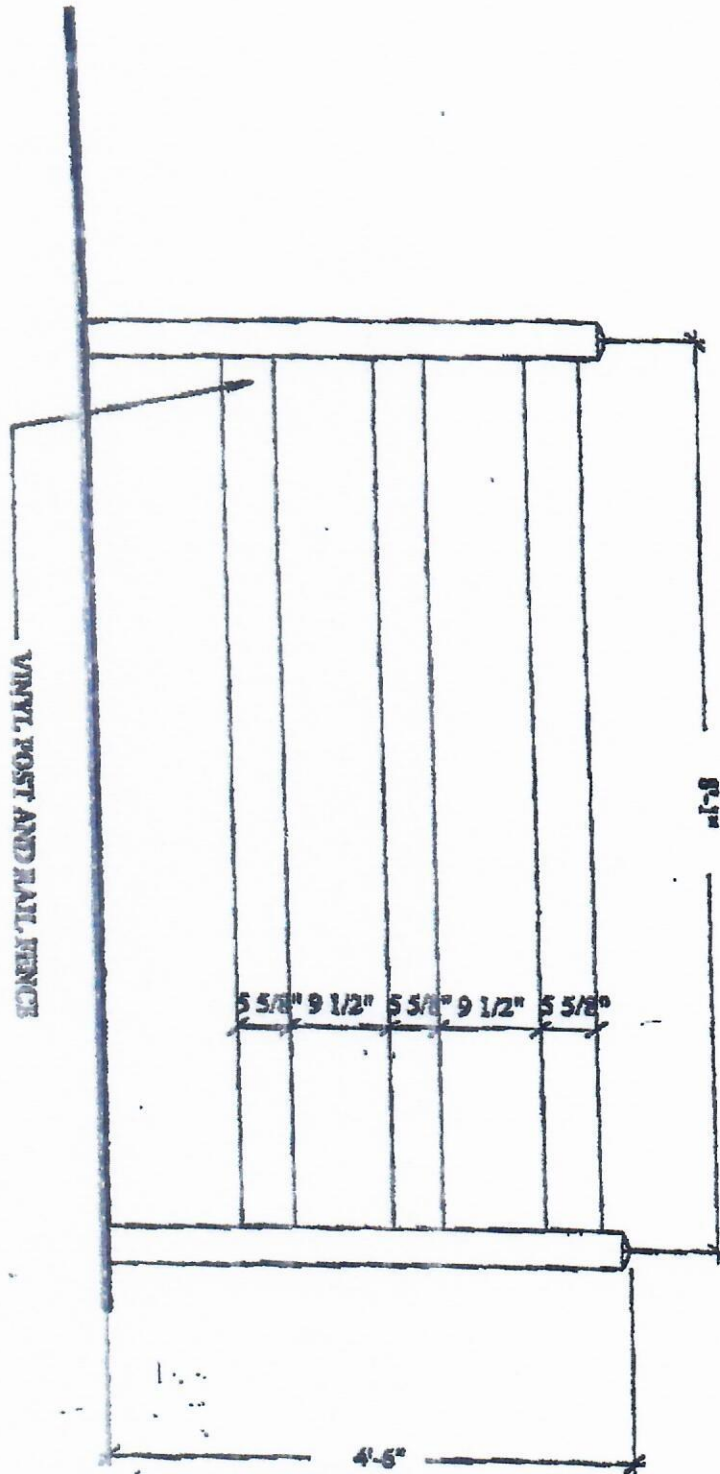
**ILLUSTRATION B -
FENCE DESIGN ON CUL-DE-SAC LOT**

CHLO
DESIGN GUIDELINES



08/28/89 WED 13:42 [TX/MX NO 8228]

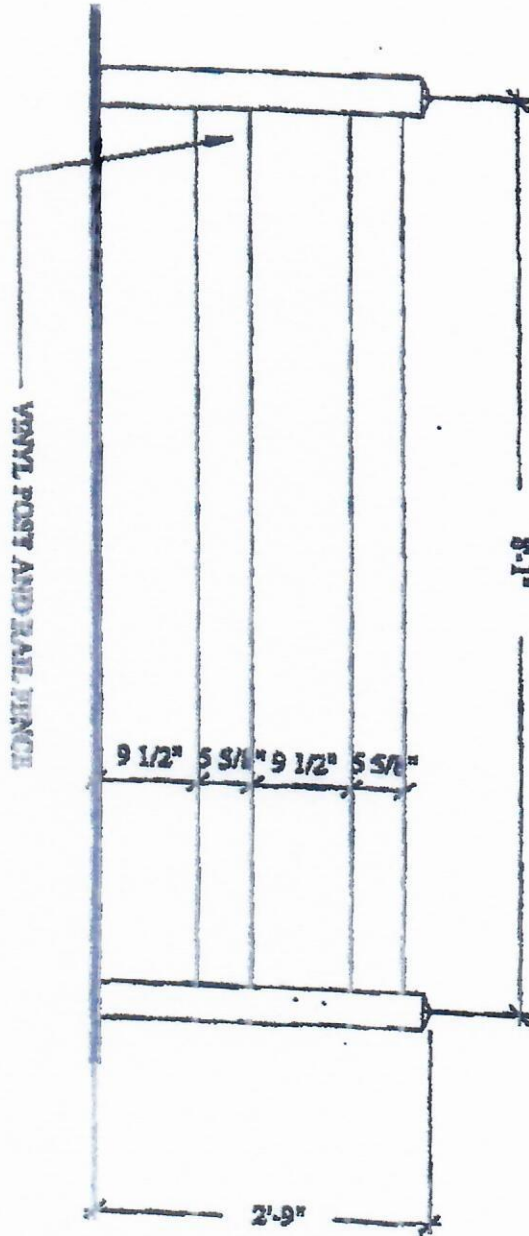
**ILLUSTRATION C -
3 RAIL VINYL FENCE**



CHELO
DESIGN GUIDELINES

08/26/98 WED 14:56 FAX 214 864 8841 9729648587

ILLUSTRATION D - 2 RAIL VINYL FENCE

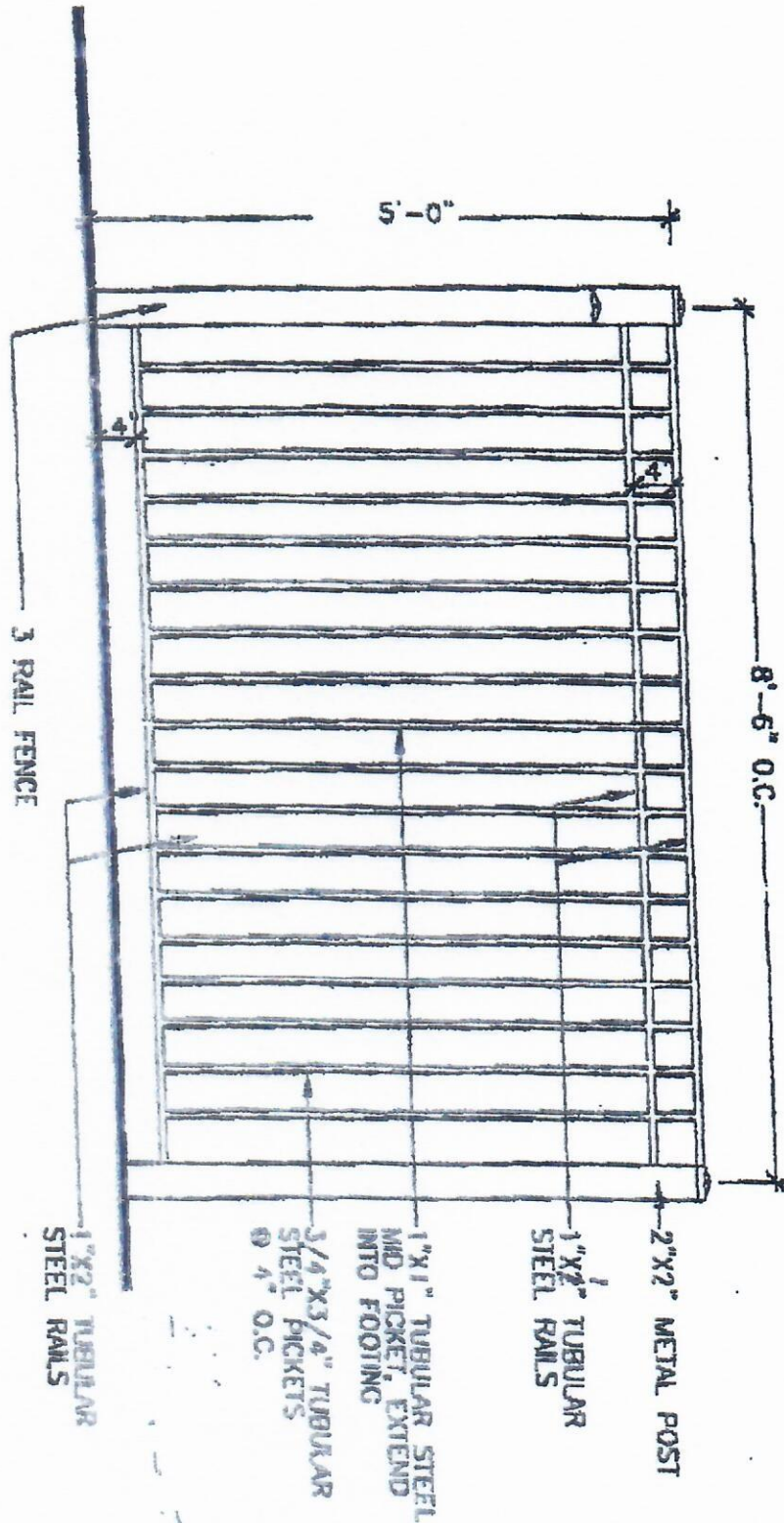


CHLO
DESIGN GUIDELINES

08/25/98 WED 14:56 FAX 214 864 8841 9729648587

96

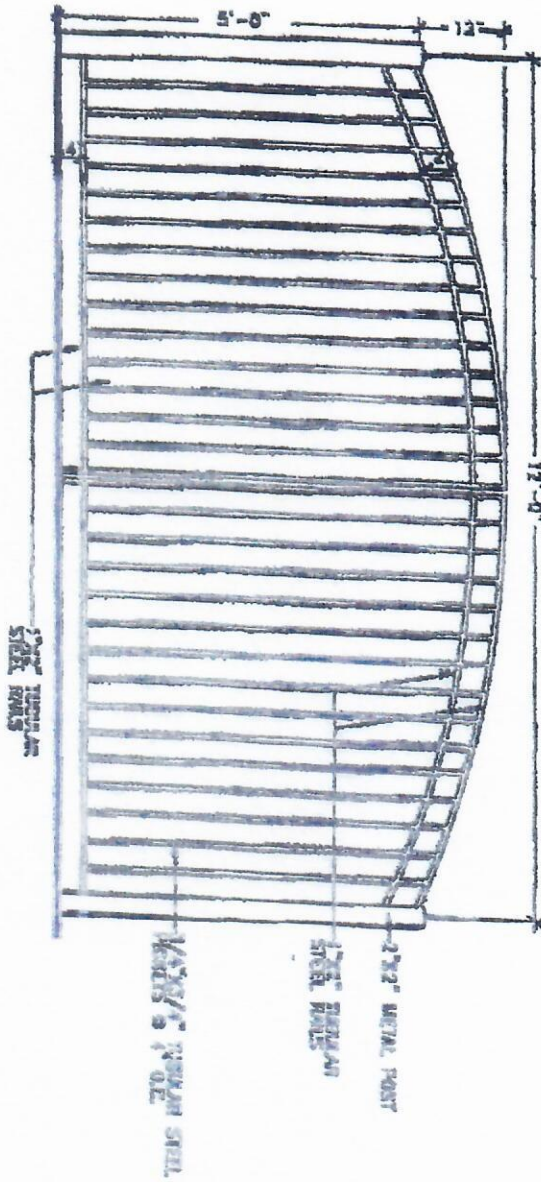
ILLUSTRATION E - TUBULAR STEEL FENCE



CHLO
DESIGN GUIDELINES

6-7

08/25/98 WED 14:42 [TX/HX NO 62281]



TUBULAR STEEL
DRIVEWAY GATE

CHELO
DESIGN GUIDELINES

0009

08/25/98

01:59 NO.135

08/25/98

Bellinger & DeHoff

97296648587

08/25/98 WED 14:58 FAX 214 834 8941

BEAZER HOMES

8-7

EXHIBIT D

Lake Cities Municipal Utility Authority Water & Sewer Service Letter

Lake Cities
MUNICIPAL UTILITY AUTHORITY



September 16, 2020

Via email to omaroweis@gmail.com

Lingenfelter Custom Homes
3505 Yucca Drive, Suite 101
Flower Mound TX 75028

RE: Proposed McClintock Drive Development located South of the Cielo Ranch Subdivision in Shady Shores, Denton County, Texas

Mr. Oweis,

I am writing in response to your request regarding the ability of Lake Cities Municipal Utility Authority (LCMUA) to provide water and sewer service to the property extending south of McClintock Drive in the Cielo Ranch Subdivision of Shady Shores, Texas. In connection with your request, you provided a concept plan proposing development of 57 single-family residences within the extraterritorial jurisdiction (ETJ) of Shady Shores, Denton County, Texas, a true and correct copy of which is attached as Exhibit C for reference.

The proposed development in Exhibit C is located within the jurisdiction of LCMUA's CCN, and thus falls within LCMUA's service area. Based on the concept plan, LCMUA has sufficient capacity to serve the proposed development with both water and sewer service, provided the necessary water and sewer utility infrastructure is constructed and installed to serve the area. The developer must build the water and sewer utility infrastructure to LCMUA's specifications, which must be inspected and approved by LCMUA prior to connection to the LCMUA water and sewer systems.

This statement regarding LCMUA's capacity to provide water and sewer service is based upon the proposed development as set forth in Exhibit C. Any changes to this concept plan that creates an increase in water demand and/or sewer usage (eg. Increase in number of single-family residences or modification to multi-family use) shall invalidate this statement.

Best Regards,


Devin Shields,

Inspector, Lake Cities Municipal Utility Authority

501 N Shady Shores Dr
Lake Dallas, TX 75065
Phone: 940.497.2999
Fax: 940.497.2926

EXHIBIT E

Address for Notices

If Notice to Town of Shady Shores:

Office of the Mayor
101 S. Shady Shores
Shady Shores, TX

with a copy to:

James E. Shepherd
Shepherd Law Firm
1901 N. Central Expressway, Suite 200
Richardson, Texas 75080

If Notice to Property Owner: Until closing and sale of the Property to Developer, or a wholly controlled entity of Developer.

Estate of Bernard B. Hemphill, Jr., Deceased

By: _____

Craig H. Smitham, Independent Executor
9646 Covemeadow Drive Dallas, TX 75238

If Notice to Developer: (five individuals, collectively)

Adam Lingenfelter

3505 Yucca Drive, Suite 101

Flower Mound, TX 75028

Omar Oweis

5225 Las Colinas Blvd., Apt. 3079

Irving, TX 75039

"Developer" continued:

Basem Nimri

737 Evergreen Dr.

Hurst, TX 76054

Moe Nimri

4025 Lindbergh Dr.

Addison, TX 75001

Ayman Farhan El-Nimri

5139 Woodway Dr.

Houston, TX 77006