



**TOWN OF SHADY SHORES
ZONING BOARD OF ADJUSTMENTS
REGULAR SESSION
MARCH 21, 2022; 6:30 PM
VIRTUAL AND PHYSICAL
SHADY SHORES COMMUNITY CENTER
101 S. SHADY SHORES ROAD
SHADY SHORES, TX 76208**

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

AGENDA

1. CALL TO ORDER
2. ROLL CALL
 - Establish a quorum
3. MINUTES:
 1. Consider and act on approval of the minutes of the June 14, 2021 Zoning Board of Adjustments Meeting.
4. PUBLIC HEARINGS
 1. PUBLIC HEARING –(Toll Brothers) Conduct a public hearing relative to a request for a variance to the lot size coverage for the following lots in the subdivision known as Lakeside at Cielo Ranch (located in the Cielo Ranch Subdivision- McClintock Drive) , Block A, Lots 3,4,5 and Block A Lots 24,25,26,27 and 28.
 - A. Staff Report
 - B. Open Public Hearing
 - C. Applicant
 - D. Those in Favor
 - Read comments received from residents unable to be present at the meeting.
 - E. Those Opposed
 - Read comments received from residents unable to be present at the meeting.
 - F. Rebuttal
 - G. Close Public Hearing

5. REGULAR AGENDA

1. Action Regarding Public Hearing- (Toll Brothers) Consider and act on the request for a variance to the lot size coverage made by Toll Brothers for the following lots: Block A, Lots 3,4,5 and Block A Lots 24,25,26,27 and 28

6. ADJOURN

I, *Wendy Withers*, Town Administrator of the Town of Shady Shores do hereby certify that the above notice of the Zoning Board of Adjustments was posted on the bulletin board at the Community Center, 101 S. Shady Shores Road, Shady Shores, Texas on 18th Day of March, 2022, at 8:55 A.M.

Wendy Withers, Town Secretary



**SHADY SHORES ZONING BOARD OF ADJUSTMENTS
JUNE 14, 2021; 6:30 PM
SHADY SHORES COMMUNITY CENTER
101 S. SHADY SHORES ROAD
SHADY SHORES, TX 76208**

MINUTES

MEMBERS PRESENT

Cindy Aughinbaugh	Mayor	Present
Tom Newell	Mayor Pro Tem	Present
Charles Grimes	Councilmember	Present
Matthew Haines	Councilmember	Present
Mike Nowels	Councilmember	Present
Jack Nelson	Councilmember	Present

Staff Report: Wendy Withers, Town Administrator; Amber Schuler, Deputy Town Secretary; Jim Shepherd, Town Attorney

1. MEETING LOG IN DIRECTIONS

1. Join Zoom Meeting
<https://us02web.zoom.us/j/87917822460?pwd=ZUw4SDYvMIJPcWJoeW9VVXdYWm1EZz09>

Meeting ID: 879 1782 2460

Passcode: 651002

One tap mobile

+13462487799,,87917822460#,,,,*651002# US (Houston)

+12532158782,,87917822460#,,,,*651002# US (Tacoma)

2. CALL TO ORDER

Mayor Aughinbaugh called the meeting to order at 6:30 pm.

3. ROLL CALL

Establish a quorum

Mayor Aughinbaugh called the roll, and a quorum was established for the record.

4. PUBLIC HEARINGS

Mayor Aughinbaugh opened the public hearing at 6:32 pm.

Town Administrator Wendy Withers gave the staff report regarding this request.

1. PUBLIC HEARING – (Preston) Conduct a public hearing relative to a request made by Margaret and Jack Preston for a variance to the Zoning Ordinance Chapter 14, Article 1.2 Section (c) (6) for the Property Legally known as 411 Shady Oaks Circle.

A. Open Public Hearing

B. Applicant

The applicants were present and stated that they were requesting a variance to the Zoning Ordinance Chapter 14, Article 1.2 Section (c) (6) for the property legally known as 411 Shady Oaks Circle. The applicant is requesting permission to live in their existing home while they build a new home on their property.

C. Those in Favor

No one spoke in favor of the request.

D. Those Opposed

No one spoke in opposition to the request.

E. Rebuttal

F. Close Public Hearing

The public hearing was closed at 6:37pm.

5. REGULAR AGENDA

1. Action Regarding Public Hearing- Consider and act on approval of a request made by Margaret and Jack Preston for a variance to the Zoning Ordinance.

Matthew Haines made a motion to approve the variance request for Margaret and Jack Preston allowing them to construct a new home while living in the old home. Upon completion of the new home, the existing home is to be torn down. There will be one 120 extension granted if needed for the Preston's to finish construction and remove the existing home. Tom Newell seconded the motion.

Discussion: None

Ayes: Grimes, Haines, Nowels, Newell

Nays: None

The motion passed unanimously.

6. ADJOURN

Charles Grimes made a motion to adjourn. Matthew Haines seconded the motion and the meeting was adjourned at 6:39 pm.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022

APPROVED:

Cindy Aughinbaugh, Mayor

ATTEST:



AGENDA MEMORANDUM

DATE: March 21, 2022
TO: Zoning Board of Adjustment
FROM: Wendy withers, Town Administrator
SUBJECT: **PUBLIC HEARING –(Toll Brothers) Conduct a public hearing relative to a request for a variance to the lot size coverage for the following lots in the subdivision known as Lakeside at Cielo Ranch (located in the Cielo Ranch Subdivision- McClintock Drive) , Block A, Lots 3,4,5 and Block A Lots 24,25,26,27 and 28.**

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

The requestor has asked for a variance to the lot size coverage for the following lots in the subdivision known as Lakeside at Cielo Ranch (located in the Cielo Ranch Subdivision- McClintock Drive) , Block A, Lots 3,4,5 and Block A on Lots 24,25,26,27 and 28.

Proposed Lot Size Coverages:

1. Block A, Lot 3- 31% lot coverage
2. Block A, Lot 4- 36% lot coverage
3. Block A, Lot 5- 36% lot coverage
4. Block A, Lot 24- 35% lot coverage
5. Block A, Lot 25- 41% lot coverage
6. Block A, Lot 26- 47% lot coverage
7. Block A, Lot 27- 47% lot coverage
8. Block A, Lot 28- 47% lot coverage

Per the approved development agreement, the developer has agreed to build houses with a minimum of 3,000 square feet living area, with the exception of up to four lots which would require a minimum of 2,200 square foot living area. Other pertinent information regarding the development:

Minimum Lot size is .21 Acres

Average Lot size .468 acres/.406 net average

Setbacks for all lots:

Front 20'

Side 7.5'

Rear 20'

Corner Setback 20'

Building Materials

90% brick, stucco, stone, cement siding or masonry, exclusive of windows, doors, gables and trim.

Any single elevation not less than 75% brick, stucco, stone, cement siding or masonry, exclusive of windows, doors, gables and trim

Town Engineer Richard Arvizu has analyzed the request from a drainage standpoint and has stated that there do not

seem to be any issues, the proposed swale per the approved drainage plans for the development have sufficient capacity for drainage.

ATTACHMENTS/SUPPORTING DOCUMENTATION:

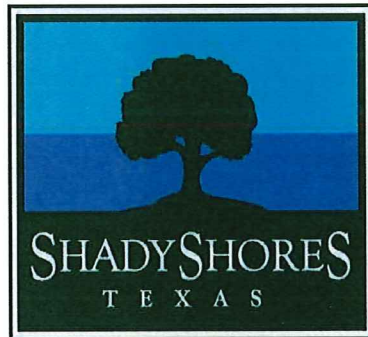
1. Variance Handout - Toll Brothers Application 020222.docx
2. DevAgmt OMAR 13.54 A. as filed
3. First Amendment to Development Agreement Lakeside Villas-Agreement-20211201-Document 1-001

REVIEWED BY:

TOWN OF SHADY SHORES

ZONING VARIANCE REQUEST PACKET

(UPDATED APRIL 29, 2014)



Application Checklist

- ☐ Application
- ☐ \$500 Application Fee
- ☐ Cost for Property Owner Mailings (\$1/Property – Minimum \$25)
- ☐ Property Detail from Denton Central Appraisal District Website
- ☐ Aerial Photograph or Plat
- ☐ Development Plans (if applicable)
- ☐ Received a minimum of 30-days prior to Board meeting

Variance Request Summary

- ☐ Main Structure Setback: _____
- ☐ Accessory Structure Setback: _____
- ☐ Lot Size: _____
- ☐ Residential Structure Size: _____
- ☒ Other: Lot Coverage

ZONING VARIANCE APPLICATION

TO THE HONORABLE ZONING BOARD OF ADJUSTMENTS OF THE
TOWN OF SHADY SHORES, TEXAS:

I/WE, the undersigned owner(s) (Print) Toll Southwest LLC
of all property within described do hereby file this, my/our Application for a Zoning Variance under
the provisions of the Zoning Ordinance of the Town of Shady Shores, Texas on said property, so there
may be permitted on said property the following Zoning Variance:

See attached paragraph No. 1

The said property is located at: (Address) varies (please see attached all addresses)
affected

Legal description: Survey please see attached plot Abstract _____

Lot _____ Block _____ Total Acreage _____

Said property is currently zoned: Single Family R-2000-1/2 per Zoning Ord. #342-12-2020

Proposed development plans are/are not submitted herewith, explanation if any.

See attached paragraph No. 2

Explanation of hardship:

See attached paragraph No. 3

I/We REPRESENT AND CERTIFY that I/We own said property and have full authority to make and
file this application. I/We have read in full the attached Zoning Variance Request Packet and
acknowledge that the variance application fee is non-refundable.

Domenic Seals
SIGNATURE(S)

02/25/2022
DATE

dseals@tollbrothers.com
E-MAIL ADDRESS

832.470.2955
PHONE NUMBER

OFFICE USE ONLY BELOW

- ☐ Letters sent to property owners within
200-foot of subject property 10-days
prior to meeting but no more than 20-
days prior
- ☐ Legal notice published in official
newspaper 10-days prior to meeting but
no more than 20-days prior

Date Received: _____
Receipt #: _____
Check #: _____
Received by: _____

What is a zoning variance?

A zoning variance is permission granted by the Board of Adjustment to waive or alter a requirement of the zoning ordinance. The Board of Adjustment can adjust the standards of the zoning ordinance where exceptional and extraordinary circumstances apply to a property. This exceptional and extraordinary circumstance is known as a hardship. The Board can vary the strict application of height, area, setback, yard, parking, or density requirements of the zoning ordinance.

When could a variance be granted?

A variance is granted when a hardship associated with a property is preventing the property from meeting the requirements of the zoning ordinance. Zoning regulations are intended to preserve and protect property uses and values, and to promote health and general welfare. Therefore, provisions of the zoning ordinance should be universally applied. However, sometimes there are extraordinary conditions at a particular property. Due to this peculiar circumstance, carrying out the strict letter of the zoning ordinance would render the property useless. A variance can be granted after an analysis focused on particular conditions and circumstances of a specific property.

What is a hardship?

There are special conditions attached to the property that do not generally apply to other properties in the area. Special conditions can involve the size, shape, topography or general location. There is a physical constraint which is unique to a property. Special circumstances are not interpreted to be something intangible, such as lack of knowledge of the code or misinformation at the time of purchase or constriction. A hardship is a characteristic of the property, not the person.

A literal enforcement of the provisions of the zoning ordinance will result an unnecessary hardship. For example, it must be demonstrated that a strict enforcement of the ordinance would prohibit the development of the property or no reasonable use of the property can be made. It is not sufficient that the requirement would make the property less profitable or marketable.

The variance request is necessary for the preservation of a property right of the applicant that is substantially the same as that possessed by owners of other property in the same zoning district. For example, it must be demonstrated to the Board that you are seeking a property right that is generally enjoyed by other property owners in the same zoning district, not some additional privilege not generally enjoyed by others in the area.

The spirit of the zoning ordinance is observed and substantial justice is done. For example, variances cannot be granted which would be contrary to the public interest or that would pose a threat to the public health and safety such as fire safety, structural stability, clearance, preservation of air, light or open space, and visual or aesthetic concerns.

What is not a hardship?

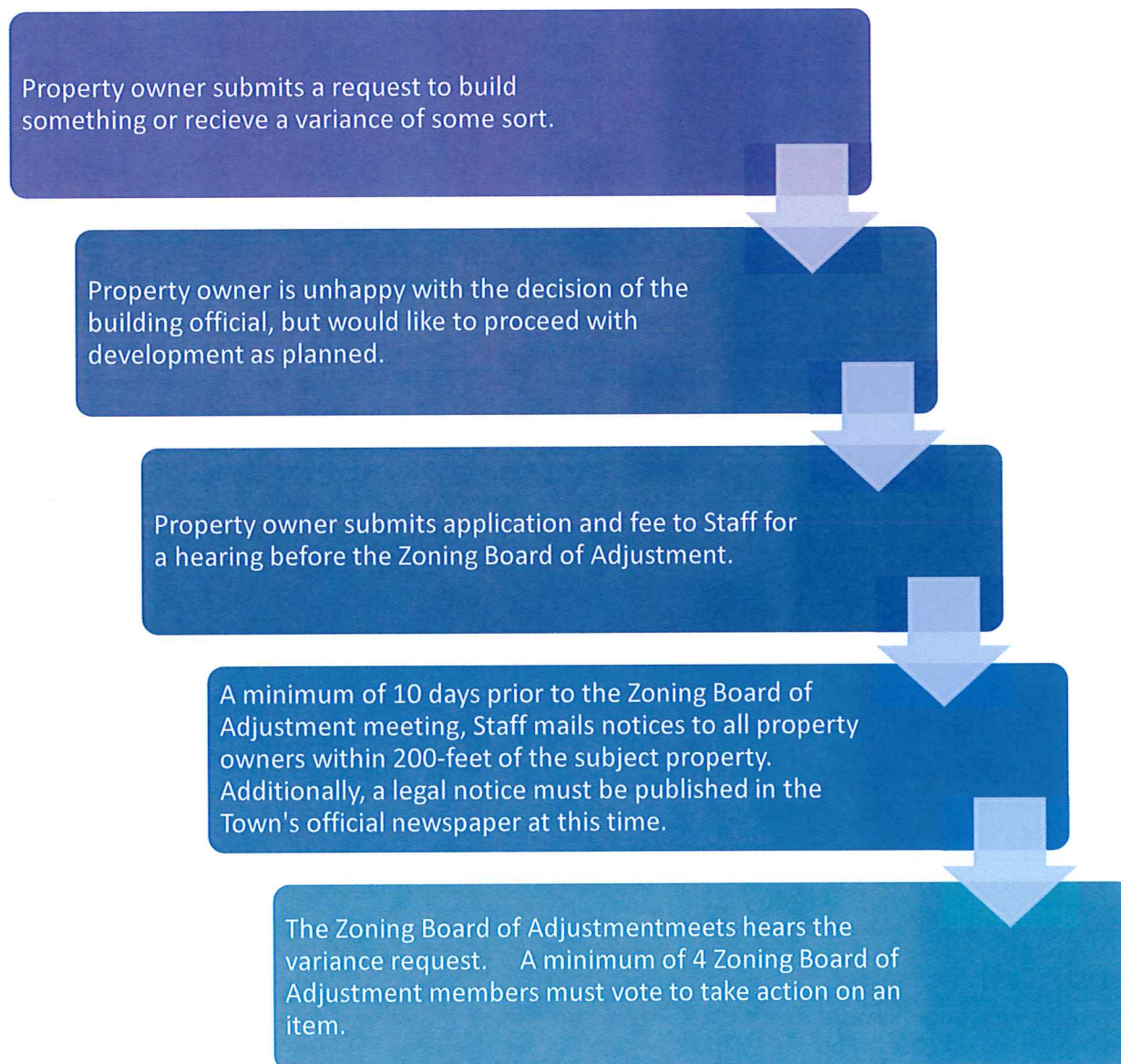
Economic hardships. For example, adding more units to a building than allowed can generate more income and make the project more economically feasible.

Self-Created hardships. Conditions that are created as a result of action by the applicant or owner and not as a result of the land.

Personal hardships. Conditions personal to the owner of the land (ie. person's health, age, family conditions, desires, or other personal needs), not conditions especially affecting the lot in question.

ZONING VARIANCE PROCESS FLOWCHART

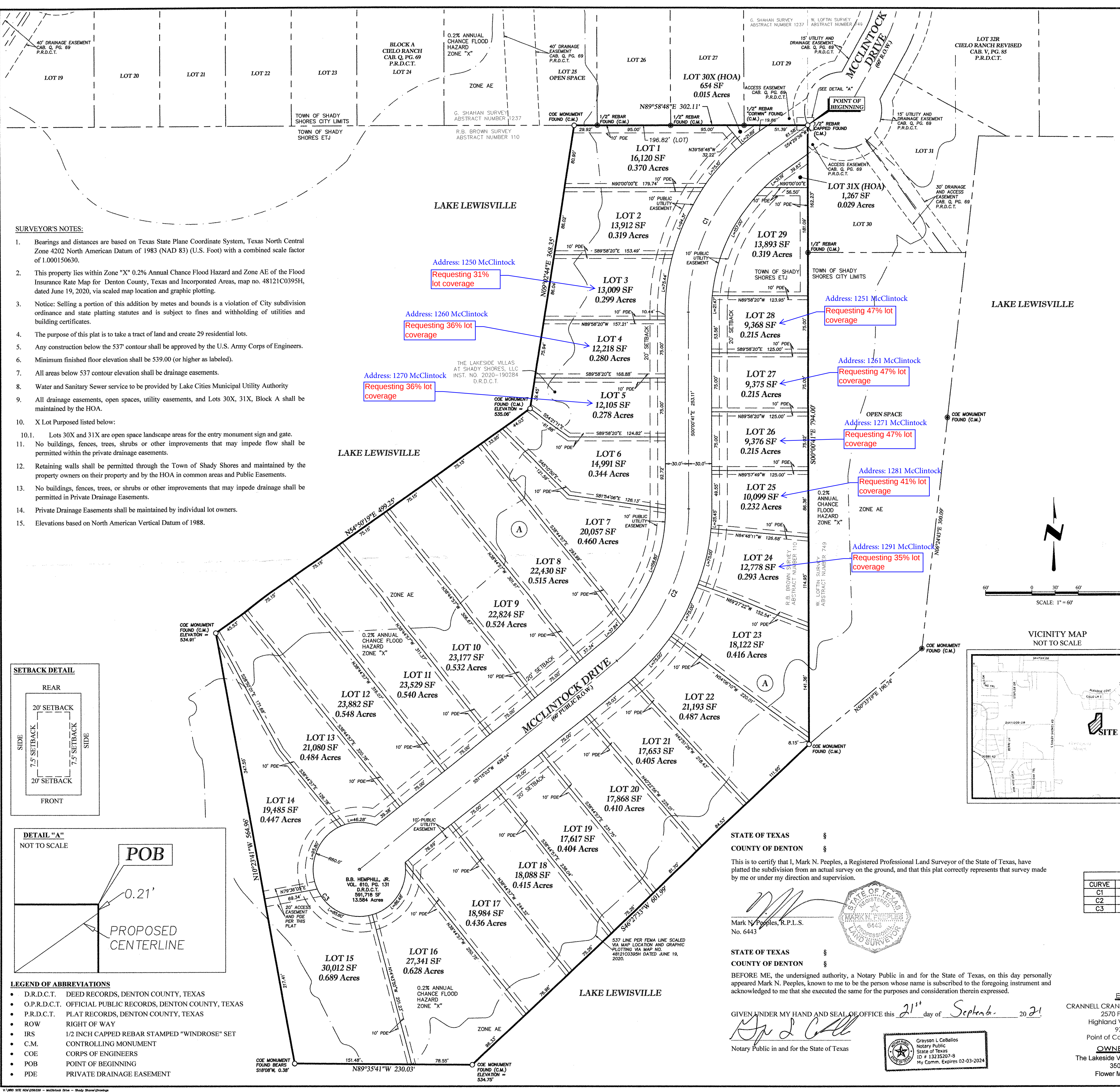
(process in its entirety can be found in Zoning Ordinance 256, Article 3.7 Board of Adjustment)



Following a decision of the Zoning Board of Adjustment, the applicant has 180 days in which to apply for and receive a building permit for the development plans for which a variance was granted.

An applicant may not submit a request for the same variance for a minimum period of 6-months, unless the conditions of the property substantially change within that 6-month period.

1. We are requesting a zoning variance to the 30% lot coverage requirement of the Single Family R-2000-1/2 zoning designation. If granted, the requested variance would adjust the lot coverages of eight lots as follows:
 - a. Block A Lot 3 – 31% lot coverage
 - b. Block A Lot 4 – 36% lot coverage
 - c. Block A Lot 5 – 36% lot coverage
 - d. Block A Lot 24 – 35% lot coverage
 - e. Block A Lot 25 – 41% lot coverage
 - f. Block A Lot 26 – 47% lot coverage
 - g. Block A Lot 27 – 47% lot coverage
 - h. Block A Lot 28 – 47% lot coverage
2. The attached Record Plat and As-built Grading Plan illustrate the lot areas, pad dimensions, and setback lines. There will be no encroachment on any front, side, or rear setback lines. And the lots for which the variance is being requested all back-up to lake or HOA property – not neighboring residents.
3. Please find below the following hardships per the criteria listed in the Shady Shores Zoning Ordinance 256, Article 3.7 Board of Adjustment.
 - a. The eight lots for which the variance is being requested have smaller lot areas and shallower lot depths than the remaining lots in the Lakeside community due to the shape of the peninsula. Though the footprint and square footage of the home(s) are consistent throughout the subdivision, given the size and shape of the smaller lots, it results in a larger lot coverage ratio.
 - b. Should the variance be granted, it would not result in a detriment to the public or neighboring residents, as all these lots back-up to lake or HOA property. Lot coverage regulations are typically established to prevent drainage issues caused by too much impervious cover which leads to water running offsite too quickly onto adjacent properties. Being a subdivision on a peninsula, all lots drain backwards and towards the lake rather than into a storm system or onto another neighboring resident.
 - c. We are only requesting the exact amount of lot coverage needed to allow the same homes to be built throughout the subdivision. If the 30% lot coverage requirement were to remain, Toll would have to build the exact same house on each lot affected, which would violate the anti-monotony/repetition rules of the HOA. This would render these smaller lots unbuildable.



- SURVEYOR'S NOTES:**
- Bearings and distances are based on Texas State Plane Coordinate System, Texas North Central Zone 4202 North American Datum of 1983 (NAD 83) (U.S. Foot) with a combined scale factor of 1.000150630.
 - This property lies within Zone "X" 0.2% Annual Chance Flood Hazard and Zone AE of the Flood Insurance Rate Map for Denton County, Texas and Incorporated Areas, map no. 48121C0395H, dated June 19, 2020, via scaled map location and graphic plotting.
 - Notice: Selling a portion of this addition by metes and bounds is a violation of City subdivision ordinance and state platting statutes and is subject to fines and withholding of utilities and building certificates.
 - The purpose of this plat is to take a tract of land and create 29 residential lots.
 - Any construction below the 537' contour shall be approved by the U.S. Army Corps of Engineers.
 - Minimum finished floor elevation shall be 539.00 (or higher as labeled).
 - All areas below 537' contour elevation shall be drainage easements.
 - Water and Sanitary Sewer service to be provided by Lake Cities Municipal Utility Authority
 - All drainage easements, open spaces, utility easements, and Lots 30X, 31X, Block A shall be maintained by the HOA.
 - X Lot Purposed listed below:
 - Lots 30X and 31X are open space landscape areas for the entry monument sign and gate.
 - No buildings, fences, trees, shrubs or other improvements that may impede flow shall be permitted within the private drainage easements.
 - Retaining walls shall be permitted through the Town of Shady Shores and maintained by the property owners on their property and by the HOA in common areas and Public Easements.
 - No buildings, fences, trees, or shrubs or other improvements that may impede drainage shall be permitted in Private Drainage Easements.
 - Private Drainage Easements shall be maintained by individual lot owners.
 - Elevations based on North American Vertical Datum of 1988.

SETBACK DETAIL

REAR: 20' SETBACK
SIDE: 7.5' SETBACK
FRONT: 20' SETBACK

DETAIL "A"
NOT TO SCALE

POB
0.21'

PROPOSED CENTERLINE

- LEGEND OF ABBREVIATIONS**
- D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
 - O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
 - P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS
 - ROW RIGHT OF WAY
 - IRS 1/2 INCH CAPPED REBAR STAMPED "WINDROSE" SET
 - C.M. CONTROLLING MONUMENT
 - COE CORPS OF ENGINEERS
 - POB POINT OF BEGINNING
 - PDE PRIVATE DRAINAGE EASEMENT

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS The Lakeside Villas at Shady Shores, LLC 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 The Lakeside Villas at Shady Shores, LLC by Special Warranty 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 cut-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 The Lakeside Villas 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 The Lakeside Villas 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 The Lakeside Villas 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 The Lakeside Villas 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 The Lakeside Villas 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 The Lakeside Villas at Shady Shores, LLC, 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 **Lakeside at Cielo Ranch**, 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: *[Signature]*
The Lakeside Villas at Shady Shores, LLC

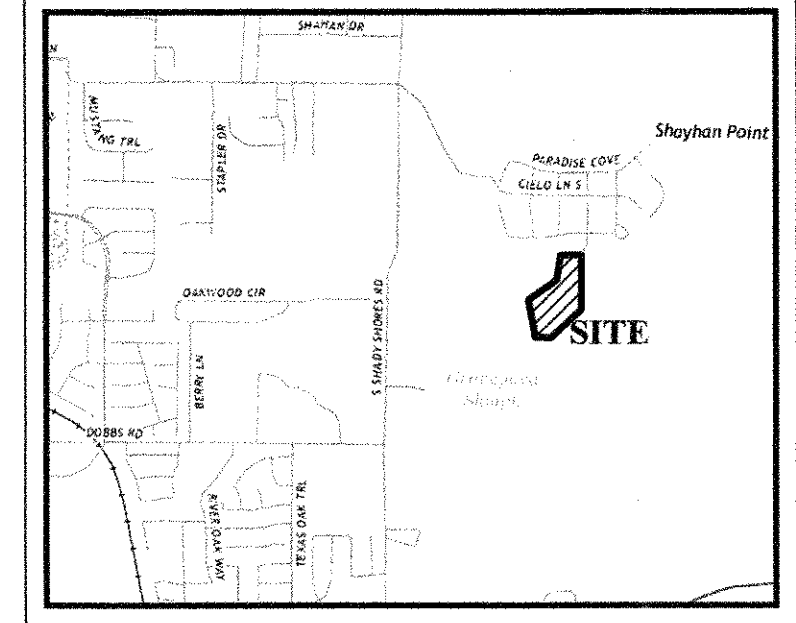
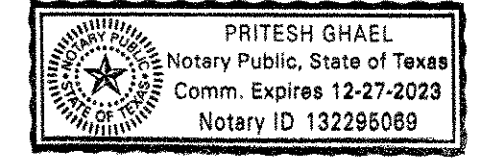
Printed Name
Omar Oweis - Member + Manager
09-29-21
Date

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Omar Oweis 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 29th day of September 2021.

P.B. Ghael
Notary Public in and for the State of Texas



STATE OF TEXAS §
COUNTY OF DENTON §

This is to certify that I, Mark N. Peoples, a Registered Professional Land Surveyor of the State of Texas, have plotted the subdivision from an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.

[Signature]
Mark N. Peoples, R.P.L.S.
No. 6443

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Mark N. Peoples, 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 21st day of Septemb 2021.

[Signature]
Notary Public in and for the State of Texas



CURVE CHART					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	250.00'	54°30'37"	237.85'	S 27°14'37" W	228.98'
C2	250.00'	51°15'45"	223.67'	N 25°37'11" E	216.29'
C3	60.00'	300°00'00"	314.16'	S 38°44'57" E	60.00'

ENGINEER
CRANNELL CRANNELL MARTIN ENGINEERING
2570 FM 407, Suite 209
Highland Village, Texas, 75077
972-691-6633
Point of Contact: Austin Stueck
OWNER/DEVELOPER
The Lakeside Villas at Shady Shores, LLC
3505 Yucca Drive,
Flower Mound, Texas 75022

WINDROSE
LAND SURVEYING | PLATING
220 ELM STREET, SUITE 200 | LEWISVILLE, TX 75057 | 214.217.2544
FIRM REGISTRATION NO. 10174331 | WINDROSESERVICES.COM
DRAWN BY: G.L.C. DATE: 09/30/2020 CHECKED BY: M.P. JOB NO.: D56339
grayson.ceballos@windroseservices.com
Last Revision Date: 07/29/2021

RECOMMENDED FOR APPROVAL BY THE PLANNING AND ZONING COMMISSION

Chairman: *[Signature]*
Mayor: *[Signature]*
Attested By: *[Signature]*
Town Secretary: *[Signature]*
Date of Approval: 10/11/2021

FINAL PLAT
LAKESIDE AT CIELO RANCH
LOTS 1-29, 30X,
AND 31X, 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 -



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: E3199901

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: *****2352
TID: *****352
AUTH CODE: 91516
APP LABEL: VISA CREDIT
CMT: NO SIG REQUIRED
RID: #000000031010
RDATE: #01/01/2020
RMDT: \$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 §

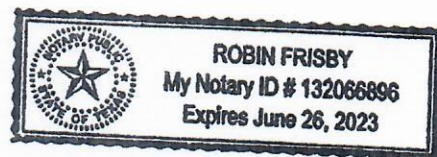
COUNTY OF DALLAS §

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

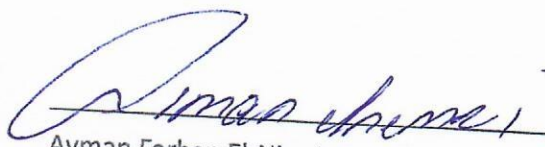
Notary Public in and for the State of Texas

My Commission Expires: _____



SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

"DEVELOPER":



Ayman Farhan El-Nimri

5139 Woodway Dr.

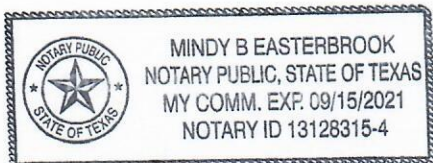
Houston, TX 77006

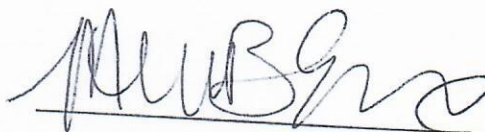
STATE OF TEXAS §

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COUNTY OF Harris §

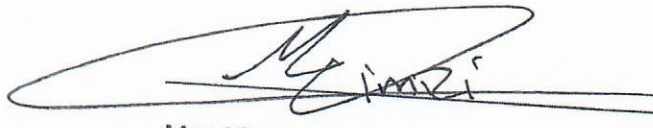
This instrument was acknowledged on the 15th day of Oct, 2020,
by Ayman Farhan El-Nimri.





Notary Public in and for the State of Texas

My Commission Expires: 9-15-2020



Moe Nimri

4025 Lindbergh Dr.

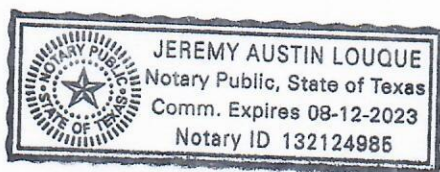
Addison, TX 75001

STATE OF TEXAS §

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COUNTY OF _____ §

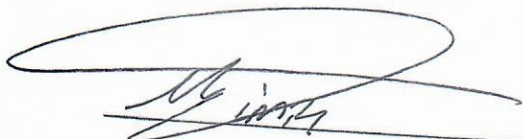
This instrument was acknowledged on the 17 day of October, 2020,
by Moe Nimri.





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.

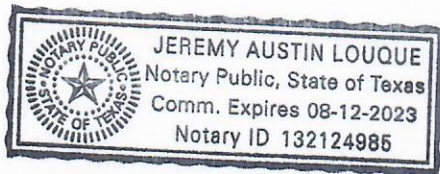
Hurst, TX 76054

STATE OF TEXAS §

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COUNTY OF _____ §

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

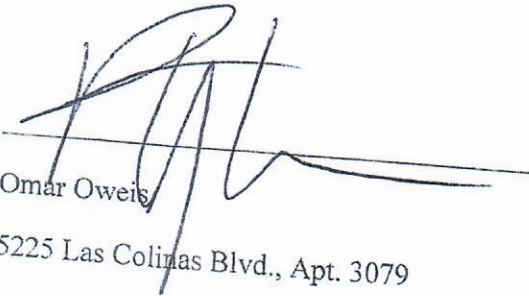




Notary Public in and for the State of Texas

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

§

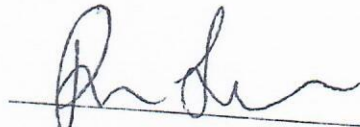
COUNTY OF Benton

§

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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

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§

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.

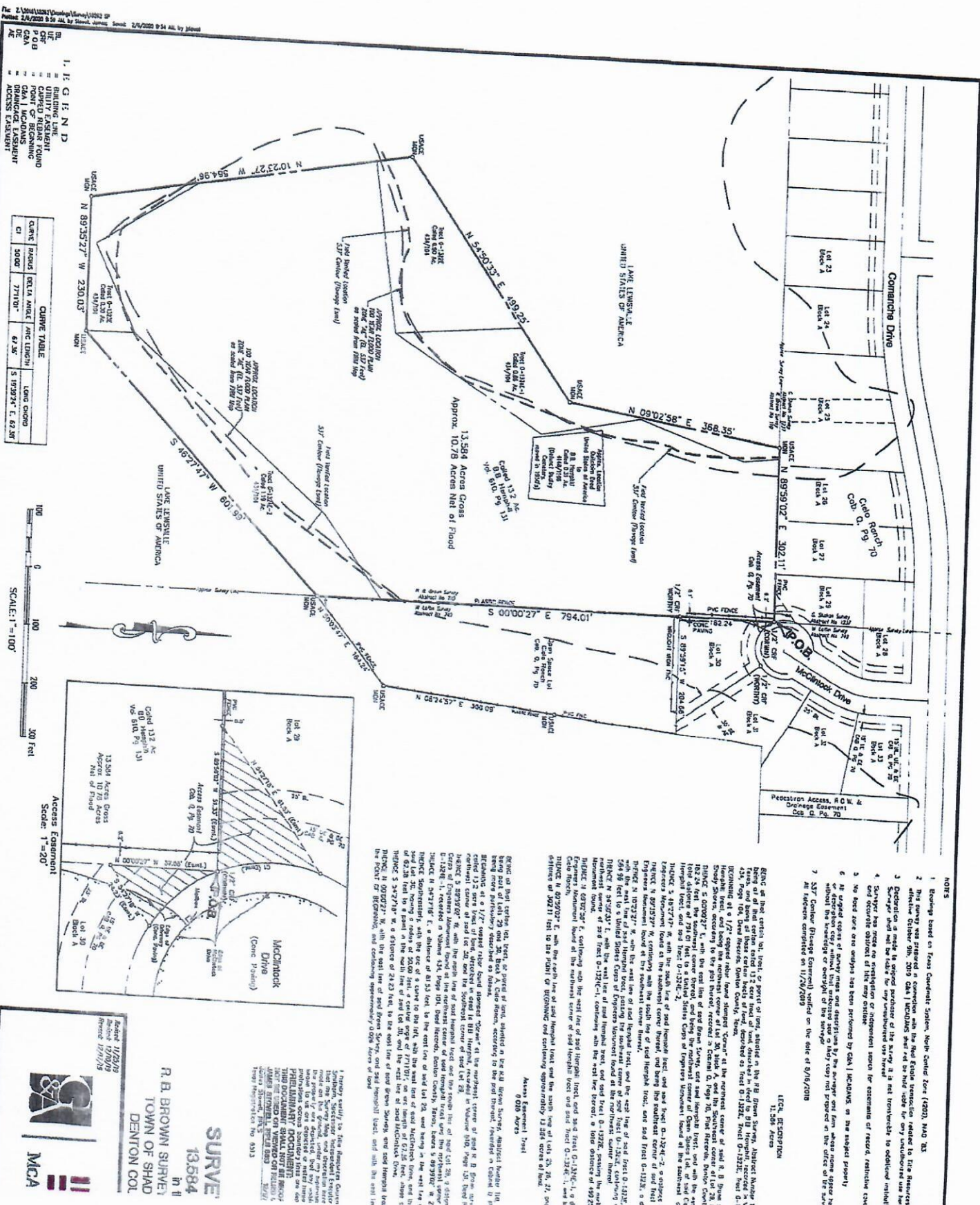


EXHIBIT B

Development Plan

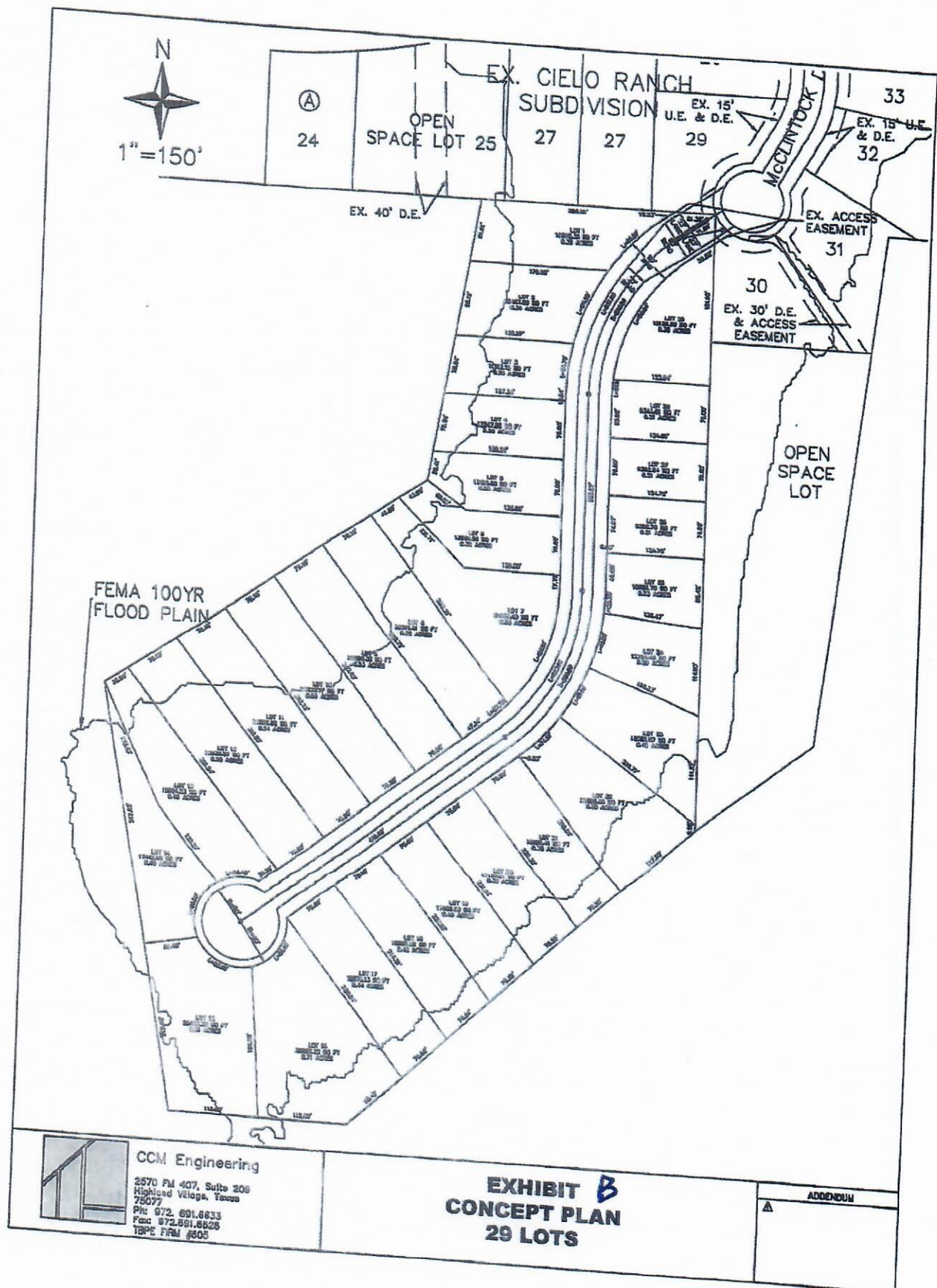


EXHIBIT C

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.

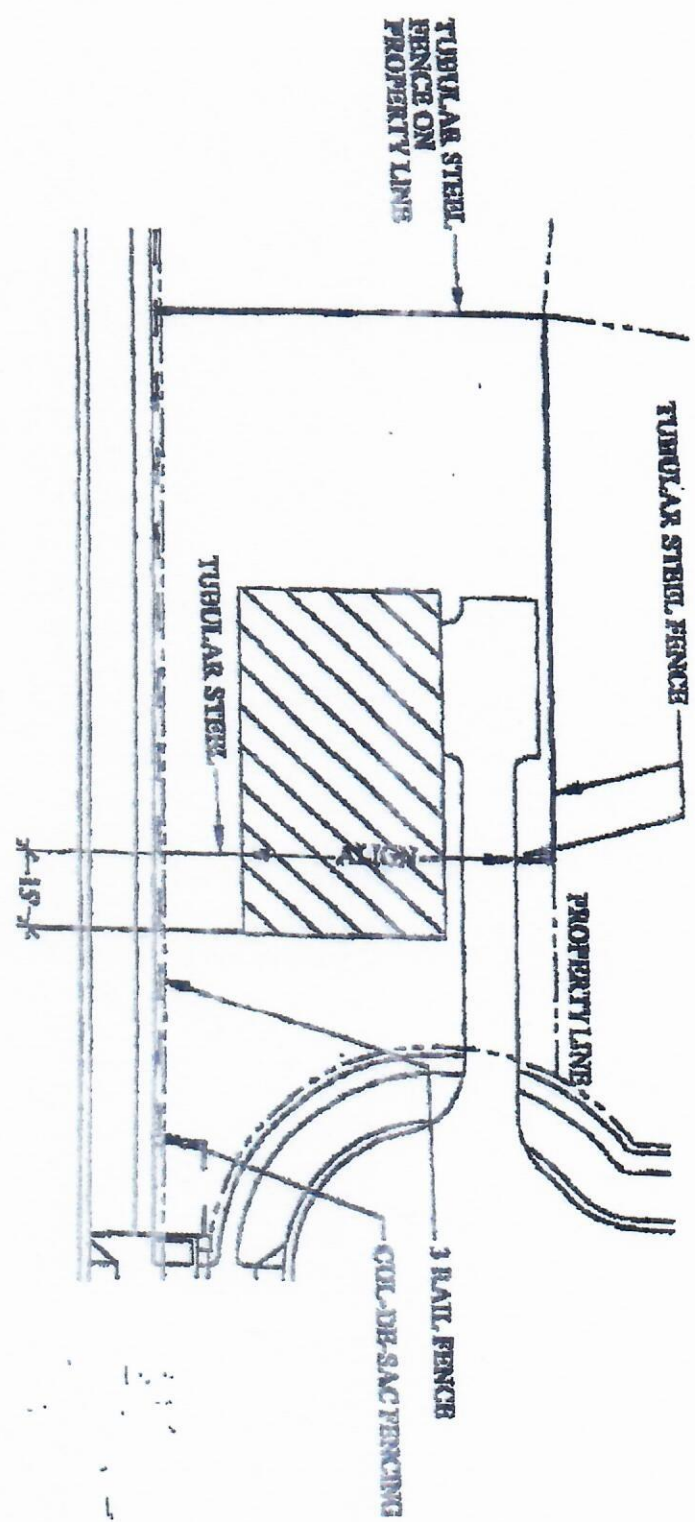
11. Other Standards – Unless addressed hereinabove, the development must comply with the requirements of the Town's R-2000-1/2 zoning district and Subdivision Ordinance in effect on the Effective Date of the Development Agreement, including its requirements for drainage of the Property. All fees for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

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

97229648587

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

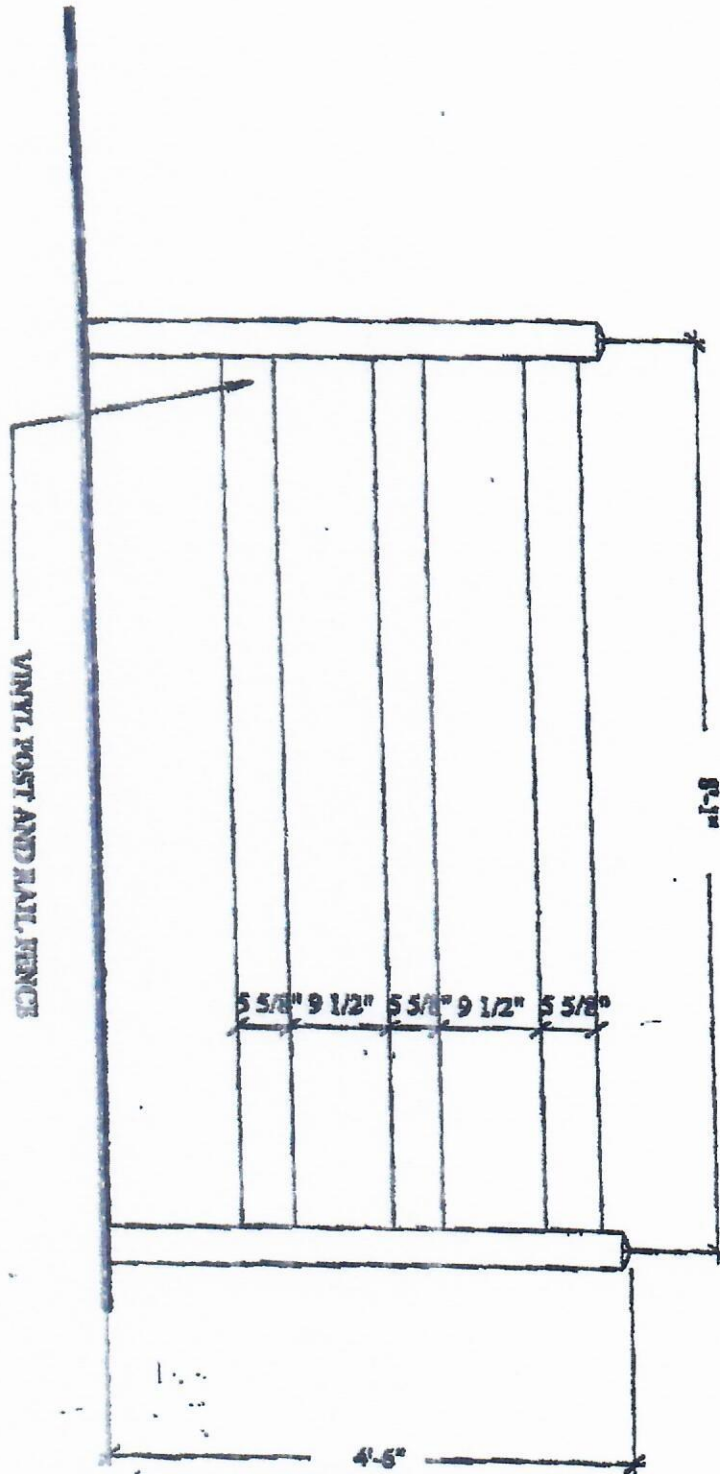
**ILLUSTRATION B -
 FENCE DESIGN ON CUL-DE-SAC LOT**



CHLO
 DESIGN GUIDELINES

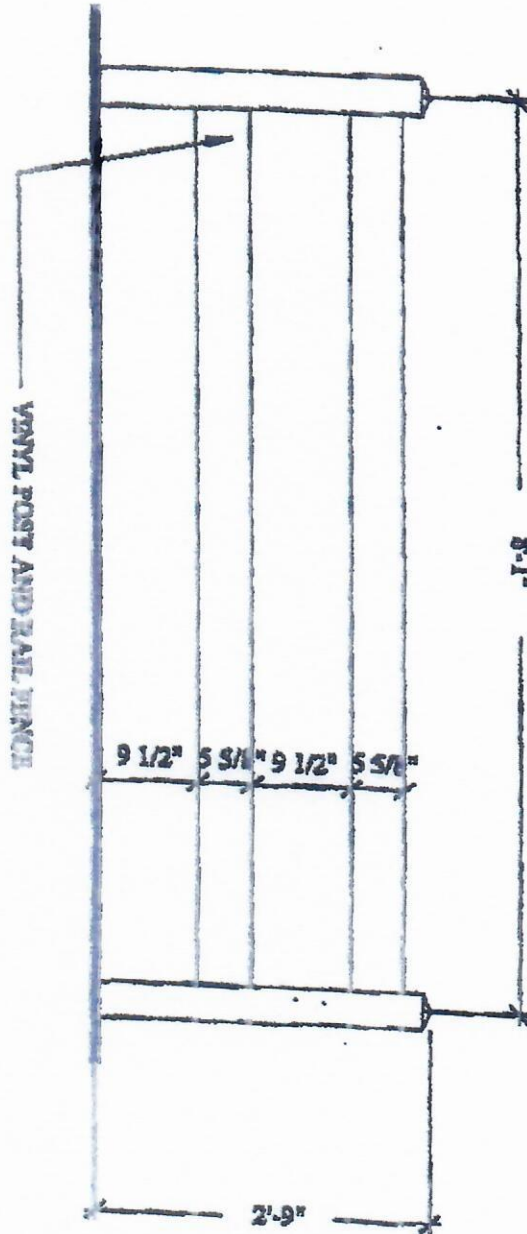
08/28/89 WED 13:42 [TX/MX NO 82281]

**ILLUSTRATION C -
3 RAIL VINYL FENCE**



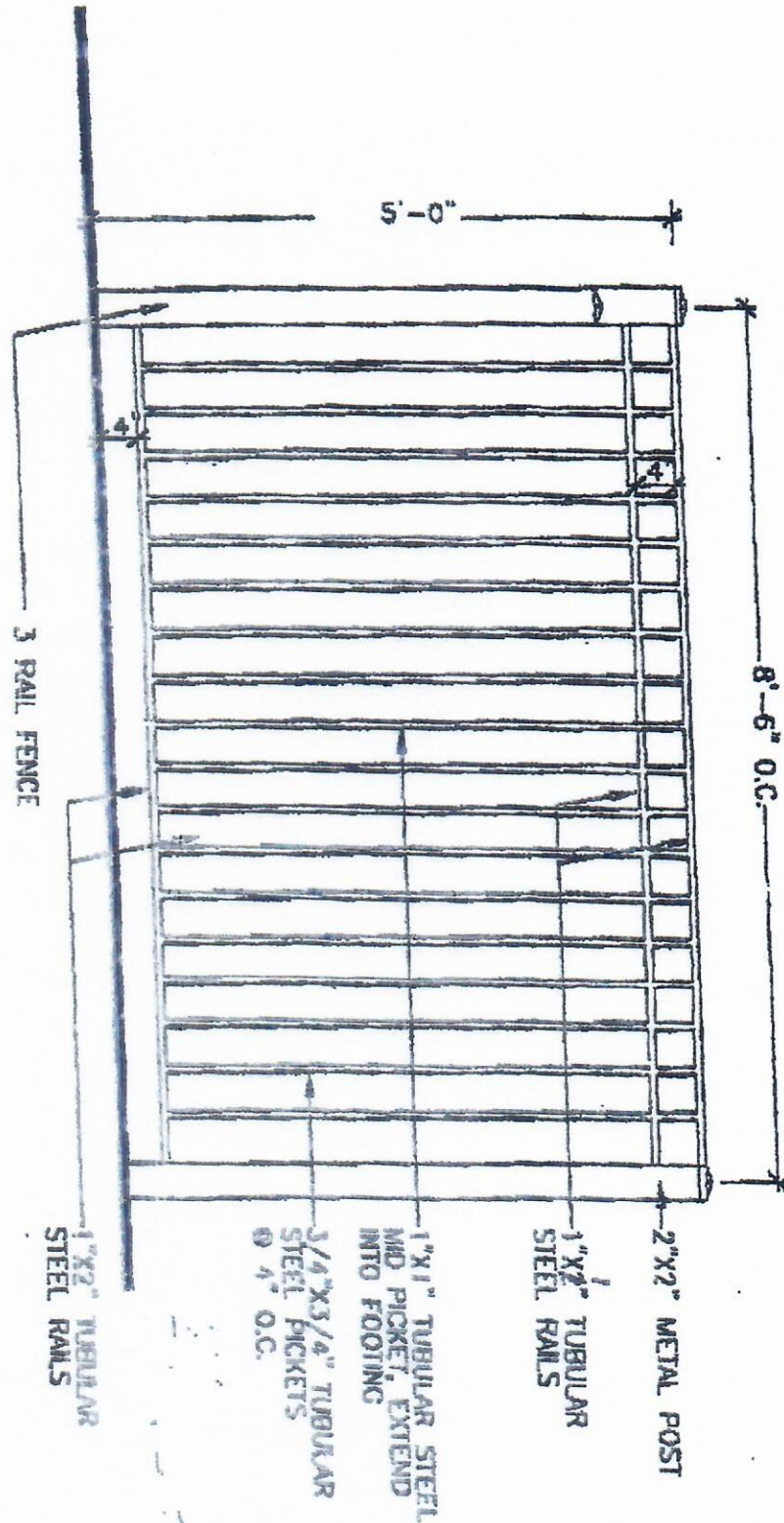
CHLO
DESIGN GUIDELINES

ILLUSTRATION D -
2 RAIL VINYL FENCE



CHLO
DESIGN GUIDELINES

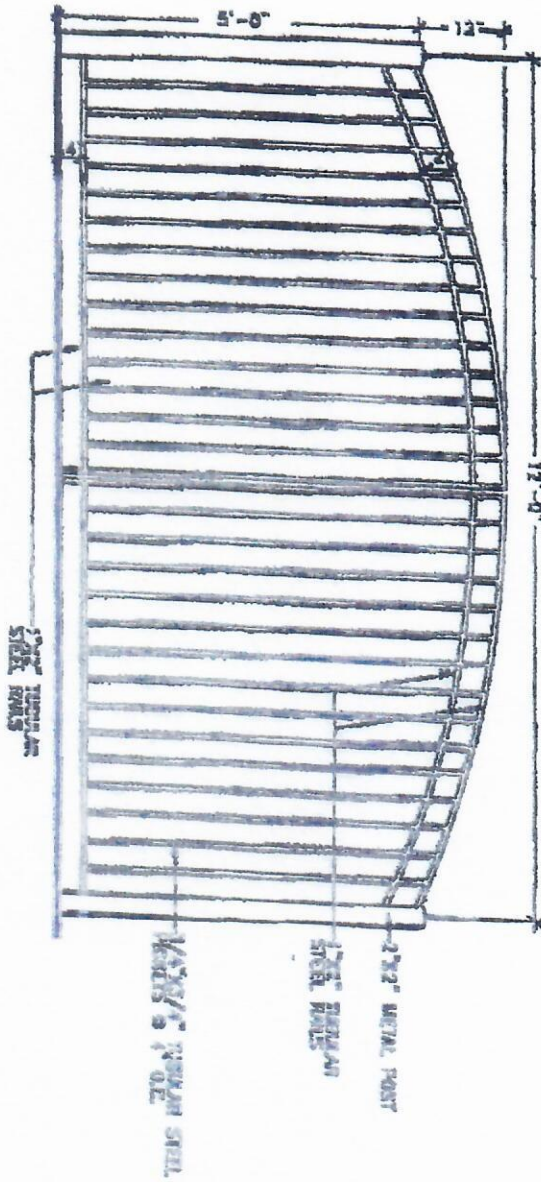
ILLUSTRATION E - TUBULAR STEEL FENCE



CHLO
DESIGN GUIDELINES

6-7

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



TUBULAR STEEL
DRIVEWAY GATE

CHILLO
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

Denton County
Juli Luke
County Clerk

Instrument Number: 218338

ERecordings-RP

AGREEMENT

Recorded On: December 01, 2021 09:34 AM

Number of Pages: 12

" Examined and Charged as Follows: "

Total Recording: \$70.00

***** 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: 218338
Receipt Number: 20211201000179
Recorded Date/Time: December 01, 2021 09:34 AM
User: Kraig T
Station: Station 25

Record and Return To:

Simplifile



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

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "First Amendment") is made and entered into effective as of April 13, 2021, by and between TOWN OF SHADY SHORES, TEXAS, a Type A general law city existing under the laws of the State of Texas (hereinafter called the "Town"), and Mr. Ayman El-Nimri, Mr. Moe Nimri, Mr. Basem Nimri, Mr. Omar Oweis, and Mr. Adam Lingenfelter, (collectively, "Developer").

WITNESSETH:

WHEREAS, Town and Developer entered into that certain Development Agreement, dated October 19, 2020 (the "Agreement") regarding the development of that certain 13.584 acre tract within the extraterritorial jurisdiction of the Town; and

WHEREAS, Developer has closed on the Property, and the Estate, which was a party to the Agreement is no longer party to the Agreement;

WHEREAS, Developer has executed a contract to sell the majority of the Property, including all the platted lots on the Property, to Toll Southwest, LLC, known herein as the "Builder", who by this document will become a party to and bound by the Development Agreement after Closing with the Developer, as modified by this First Amendment: and

WHEREAS, Builder will assume all the duties and obligations of the Development Agreement, as amended, of the Developer as to all property acquired by Builder from Developer, unless specifically retained as obligations of Developer; with written notice provide in advance to the Town; and

WHEREAS, Town, Developer, and Builder have agreed to make certain amendments and modifications to the Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and total sufficiency of which are hereby acknowledged, Town, Developer, and Builder hereby agree as follows:

1. The recitations above are true, and binding on the parties to this Agreement.
2. Defined Terms. Unless otherwise defined in this Amendment or the context otherwise requires, each term used in this Amendment with its initial letter capitalized which has been specifically defined in the Agreement shall have the same meaning herein as given to such term in the Agreement.
3. Amendments to the Agreement. The Agreement is hereby modified and amended in the following respects:
 - (a) Article IV of the Agreement is amended to include the following sentence:

All roadways within the subdivision and roadways providing ingress and egress to the subdivision shall be public and shall be dedicated by Developer to the Town.

(b) Paragraph 1(a) of **Exhibit C** of the Agreement is deleted and replaced with the following:

a. Single Family Residential uses per R-2000-1/2 zoning requirements in the Town Comprehensive Zoning Ordinance as modified by this Agreement. This development will have a Homeowners Association. There will be no more than 29 lots, as shown on the Development Plan attached hereto as Exhibit B.

(c) The fence guidelines identified in Paragraph 7(b) of Exhibit C and further identified as being located at Exhibit C-3-C-8 in the Schedule of Exhibits are hereby deleted and replaced with **Exhibit 1** (Fence Details), attached hereto and incorporated herein.

4. **Continuing Effect.** Except as expressly modified by the terms and provisions of this Amendment, each and all of the terms and provisions of the Agreement are unchanged and continued in full force and effect. All of the terms set forth in the Agreement shall have identical meanings in this Amendment, unless changed by this Amendment.

5. **Parties Bound.** This Amendment shall be binding upon the parties hereto and their respective successors and assigns. This Development Agreement and its terms are covenants and conditions that run with the land.

6. **Effective Date.** This First Amendment shall be effectively only after Developer has advised Town in writing that it has closed on its sale of the Property (as subdivided) between Developer and Toll Southwest LLC, a Texas limited liability company, pursuant to that certain Agreement of Sale, dated on or about February 1, 2021. Once Developer has provided Town such written notice, Town will record this First Amendment in the real property records for Denton County, Texas.

7. **Counterparts.** To facilitate execution, this Amendment may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Amendment to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. Delivery of an executed counterpart of this Amendment by facsimile or electronic mail shall be binding upon the party so delivering.

IN WITNESS WHEREOF, Town and Developer have executed this Agreement on this the
12th day of April, 2021.

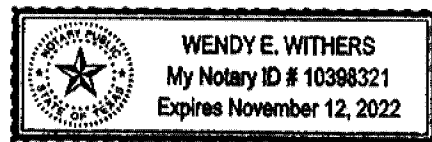
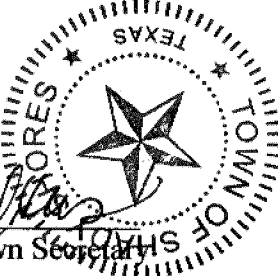
TOWN:

TOWN OF SHADY SHORES, TEXAS

By: Cindy Auzan
Name: Cindy Auzanbaugh
Its: Mayor

ATTEST:

Wendy W. Withers
Wendy W. Withers Town Secretary



APPROVED AS TO FORM:

By: Jim Shepherd
Name: Jim Shepherd
Title: Town Attorney

BUILDER:

Toll Southwest, LLC

By: Robert G. Paul

Title: Group President

Address: 2555 SW Grapevine Parkway
Grapevine, Tx 76051

Telephone: 817.329.8700

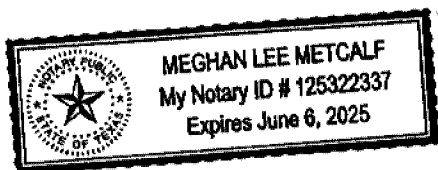
Email: rpaul@tollbrothers.com

Fax: _____

STATE OF TEXAS

COUNTY OF Tarrant

This instrument was acknowledged on the 30 day of June, 2021 by Robert G. Paul, Group President of Toll Southwest, LLC, who stated he was authorized to sign this document on behalf of Toll Southwest, LLC.



Meghan Lee Metcalf
Notary Public in and for the State of Texas
My Commission Expires on: 6/6/25

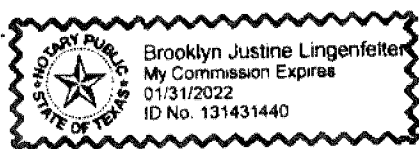
DEVELOPER:

Ayman Farhan El-Nimri
Ayman Farhan El-Nimri

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged on the 23 day of April, 2021 by Ayman Farhan El-Nimri.



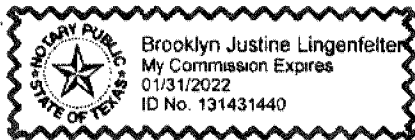
Brooklyn Justine Lingenfelter
Notary Public in and for the State of Texas
My Commission Expires on: 01/31/2022

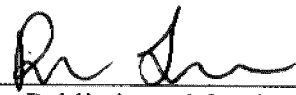

Moe Nimri

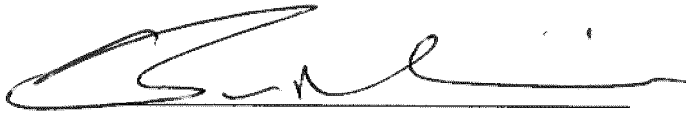
STATE OF TEXAS

COUNTY OF Denton

This instrument was acknowledged on the 23 day of April, 2021 by
Moe Nimri.




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

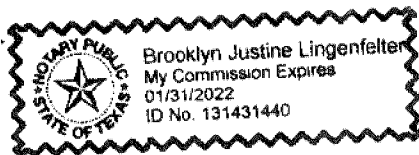


Basem Nimri

STATE OF TEXAS

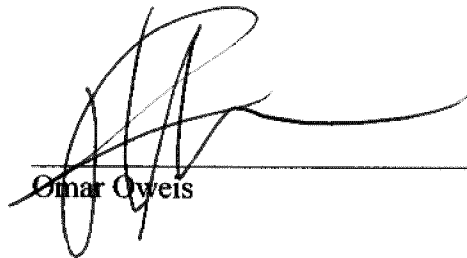
COUNTY OF Denton

This instrument was acknowledged on the 23 day of April, 2021 by
Basem Nimri.



Notary Public in and for the State of Texas

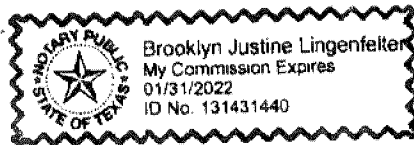
My Commission Expires on: 01/31/2022


Omar Oweis

STATE OF TEXAS

COUNTY OF Denton

This instrument was acknowledged on the 23 day of April, 2021 by
Omar Oweis




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

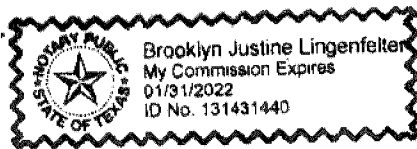
[Handwritten Signature]

Adam Lingenfelter

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged on the 23 day of April, 2021 by Adam Lingenfelter.



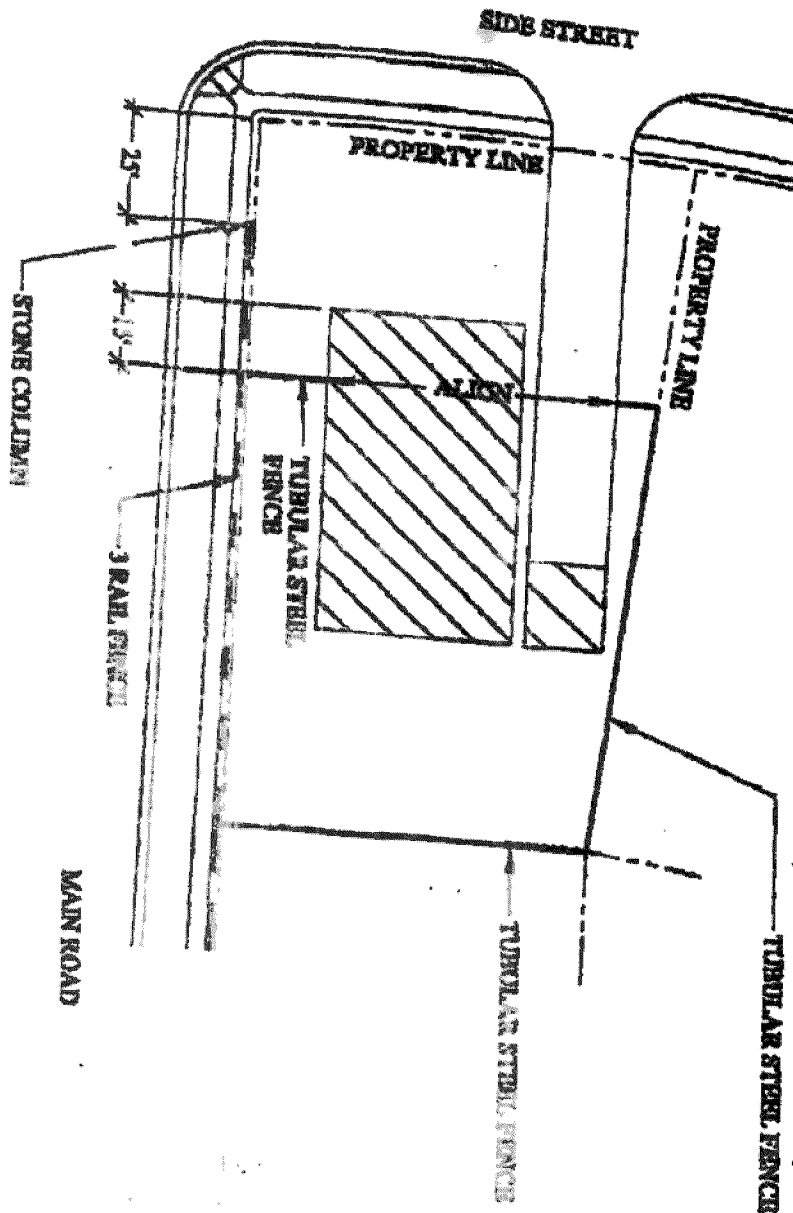
[Handwritten Signature]

Notary Public in and for the State of Texas

My Commission Expires on: 01/31/2022

EXHIBIT 1
FENCE DETAILS

NOTE: THIS IS A FENCE DETAIL AND DOES NOT REFLECT DRIVEWAY REQUIREMENTS.



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

CH2O

DESIGN GUIDELINES

FL'D ON 05:10

Beltinger & Belmont

972664857

08/25/90
WED 14:00
BEAZER HOMES
RAY 214 004 0041

C-3

25

08/28/99 WED 14:52 FAX 214 854 8541

BEAZER HOMES

97296648887

Beltinger &

08/25 '99 01:38 NO.135 06/09

WVH

47

NOTE: THIS IS A FENCE DETAIL AND DOES NOT
REFLECT DRIVEWAY REQUIREMENTS.

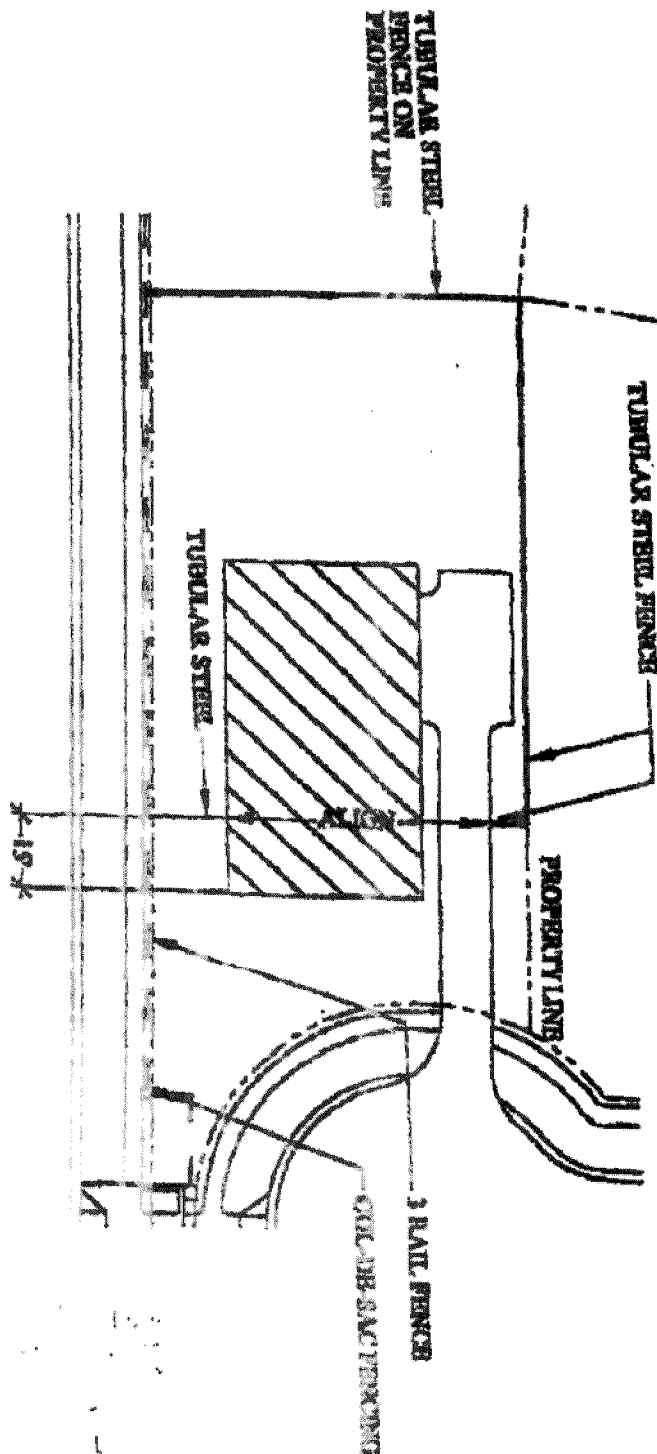


ILLUSTRATION 7.
FENCE DESIGN ON CUT-UP SAG LOT

CIBLO
DESIGN GUIDELINES

08/28/99 WED 13:42 [TX/KX NO 8228]



AGENDA MEMORANDUM

DATE: March 21, 2022
TO: Zoning Board of Adjustment
FROM: Wendy withers, Town Administrator
SUBJECT: Staff Report

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

None

REVIEWED BY:



AGENDA MEMORANDUM

DATE: March 21, 2022
TO: Zoning Board of Adjustment
FROM: Wendy withers, Town Administrator
SUBJECT: Action Regarding Public Hearing- (Toll Brothers) Consider and act on the request for a variance to the lot size coverage made by Toll Brothers for the following lots: Block A, Lots 3,4,5 and Block A Lots 24,25,26,27 and 28

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

Consider and act on approval of the request.

ATTACHMENTS/SUPPORTING DOCUMENTATION:

None

REVIEWED BY: