



Town of Sunnyvale, Texas

Lake Ray Hubbard Take Area

TAKE AREA SUBLEASE PROGRAM

Program Outline

- I. Lake Ray Hubbard Take Area Defined
- II. Take Area Lease Program Authority
- III. Municipal Regulation in the Take Area
- IV. Purpose of the Residential Sublease Program
- V. Authority of Sublease Program Administration
- VI. Eligibility of Properties for Sublease
- VII. Subleased Take Area
- VIII. Non-Subleased Take Area
- IX. Non-Conforming Land Uses within the Take Area
- X. Survey of Take Area Sublease Boundaries
- XI. Take Area Sublease Boundaries
- XII. Sublease Area Side Boundary - Dispute Resolution
- XIII. Permit Requirements for Improvements in the Take Area
- XIV. Residential Sublease Area Improvement Permit Requirements
- XV. Establishing Sublease Rates

I. Lake Ray Hubbard Take Area Defined

The City of Dallas built and owns Lake Ray Hubbard. The City of Dallas incorporated the lake into the City of Dallas corporate limits and maintains the lake as a reservoir. The Take Line is defined as the perimeter boundary of Dallas' property and Dallas' corporate limits. The Take Line is commonly the rear property line of an adjacent property-owner's property. The Take Area is defined as the land owned by the City of Dallas between the Take Line and the normal lake pool elevation of 435.5 mean sea level.

II. Take Area Lease Program Authority

The Town of Sunnyvale and the City of Dallas entered into an Interlocal Agreement and Lease on _____, 2017, providing for the lease of the Take Area from the City of Dallas to the Town of Sunnyvale and the subsequent sublease of certain portions of the Take Area to adjacent residential property owners.

Commercial subleases shall be processed on an individual, case-by-case basis through the Town Manager's Office and subject to approval by the Town Council in coordination with the City of Dallas.

A blanket easement shall exist for all Town of Sunnyvale and City of Dallas personnel and their vehicles and for public and utility service personnel and their vehicles for periodic inspections of the Take Area and for code enforcement, emergency or public safety matters or repairs.

III. Municipal Regulation in the Take Area

Through the Interlocal Agreement and Lease, the City of Dallas and the Town of Sunnyvale established that the Town of Sunnyvale would create and enforce zoning/land use regulations for the Take Area and that the Town of Sunnyvale would assume enforcement powers of local ordinances in the Take Area and extending 40 feet out into the lake. The City of Dallas maintains municipal authority of the lake up to 40 feet from the lake's edge and maintains full authority for water quality and control throughout the Take Area.

IV. Purpose of the Residential Sublease Program

The Residential Sublease Program is intended to allow single-family parcels adjacent to the Lake Ray Hubbard Take Line to sublease designated portions of the Take Area for expanded recreational activity and enjoyment of the property. The Lake Edge Zoning District provides for subleasing while maintaining important regulations to preserve water quality, erosion control, public safety and view corridor protection.

The Residential Sublease Program is designed to provide a framework for the fair and equitable distribution of the Take Area subleases to eligible property owners without providing an advantage to any one person or entity.

V. Authority of Sublease Program Administration

The Take Area Sublease Program shall be administered by the Town Manager's Office.

VI. Eligibility of Properties for Sublease

Residential property owners directly adjacent to the Take Area have the option, in most instances, to sublease a portion of the Take Area directly adjacent to their property. Properties, whose lakeside boundary consists of nothing more than a point, i.e. the frontage consists of a corner, will not be eligible to sublease the adjacent take area.

Otherwise eligible properties with outstanding financial obligations to the Town of Sunnyvale will not be eligible for sublease until such obligations, including applicable fees and penalties, have been satisfied.

Residential properties directly adjacent to the Take Area may be eligible for sublease regardless of whether or not the adjacent property has been developed. If otherwise eligible, property owners of undeveloped property or property that does not contain a single-family residence or structure, may sublease; but, may not construct improvements other than erosion control.

VII. Subleased Take Area

A. A property-owner who subleases the Take Area may use the property in accordance with the Town of Sunnyvale Lake Edge development regulations. A property-owner who subleases the Take Area may prohibit trespassing upon the subleased area.

B. Eligible properties in the Take Area that are not subleased by the adjacent property owners will remain within the Town of Sunnyvale's leased area.

C. Portions of the Take Area that are designated public use areas, such as Barnes Bridge Park, will not be eligible for sublease.

D. Portions of the Take Area adjacent to public streets, may not be eligible for sublease.

E. The Town of Sunnyvale reserves the right to designate a portion of the Take Area which is not currently subleased as ineligible for sublease if the Town Council determines that the public interest is best served by maintaining the area within the Town of Sunnyvale's leased area.

F. Pursuant to the Interlocal Agreement and Lease, any subleased area may not be further subleased.

VIII. Non-Subleased Take Area

An adjacent residential property-owner who does not sublease the Take Area may not restrict the public's access to the Take Area; provided that such access shall not be through, over or across the property owned by such property owner.

Personal property, structures and improvements placed in non-subleased portions of the Take Area can be removed by the Town of Sunnyvale or the City of Dallas without prior notice. The owner of such items may be subject to charges to recover the cost of removal, fines, and other legal actions.

IX. Non-Conforming Land Uses within the Take Area

Non-Conforming Land Uses occurring within the Take Area, subleased or not, may not continue. There is no provision for grandfathered uses within the Town of Sunnyvale Take Area. An adjacent residential property owner responsible for or benefiting from the non-conforming use must take action to remove the non-conforming use, unless such non-conforming use was approved by the City of Dallas prior to the Dallas-Sunnyvale Interlocal Agreement.

X. Survey of Take Area Sublease Boundaries

A sublessee who has established the boundaries of the proposed sublease area, as evidenced by an executed Sublease Boundary Agreement, shall submit a survey, prepared and signed by a licensed surveyor, of the proposed area, such survey utilizing state plane coordinates. The survey document shall include the Take Area boundaries, the boundaries of the adjacent-owned property, existing structures/improvements in the take area and the owners of properties adjacent to the proposed sublease area.

The Town of Sunnyvale reserves the right to make corrections to survey errors.

XI. Take Area Sublease Boundaries

Take Area subleased boundaries will be proposed by the adjacent residential property-owner desiring to sublease the portion of the Take Area adjacent to their property. The Town of Sunnyvale will not survey the Take Area to provide surveyed parcels for sublease. The Town of Sunnyvale strongly encourages potential sublessees to negotiate the boundaries of the proposed subleased area with adjacent and interested sublessees.

A. Boundary Configuration

The boundaries of the Take Area portions eligible for sublease will generally consist of four sides: front (land-side), rear (water-side), and two sides (connecting the front to the rear boundary). In most instances, the boundaries will be determined as follows:

1. The water's edge (435.5 degrees mean sea level) will constitute one side, the rear or water-side, of the boundary.
2. The adjacent property owner's lakeside property line will constitute one side, the front or land-side, of the boundary.
3. The remaining two side boundaries of the proposed sublease area will generally be shared on either side with an adjacent property-owner.
4. Where applicable, sublease boundaries will generally be a straight extension of adjacent property boundaries.

B. Sublease Area Boundaries

In most instances, areas eligible for sublease will require the agreement of adjacent residential property-owners on both sides of the subleased area. Where possible, neighboring property owners will establish and present agreed-upon boundaries for subleasing the Take Area.

In the event that adjacent property-owners are unable to agree upon the sublease area boundaries, the parties may request assistance from Town staff. If Town staff is unable to assist the parties in resolving acceptable sublease area boundaries, dispute resolution may be sought as provided in Article XII below.

Note: agreements signed for City of Dallas permits for the installation of erosion control do not independently establish agreed boundaries for subleasing purposes.

XII. Sublease Area Boundaries - Dispute Resolution

- A. **Boundary Agreement.** Adjacent property-owners shall establish agreed-upon sublease area boundaries. Side boundaries will normally originate with the property corners of the property adjacent to the Take Area and extend to the water's edge. **The property owners shall execute a Boundary Agreement.**
- B. **Dispute Resolution with Staff Assistance.** If adjacent property-owners are unable to establish agreed-upon sublease area boundaries, they shall apply to the Town for staff assistance in establishing sublease area side boundaries.
- C. **Dispute Resolution before Town Council.** If adjacent property-owners are unable to establish agreed-upon sublease area boundaries utilizing town staff assistance, they may apply for informal dispute resolution by the Town Council. Town Council shall consider the information presented by the affected property owners and the town staffs to establish sublease area boundaries. Town Council may consider historical information pertaining to maintenance and improvements of the proposed sublease area as well as adjacent Take Area boundaries. The decision of the Town Council shall be final.

XIII. Permit Requirements for Improvements in the Take Area

Only property-owners who have executed a Residential Sublease of the Take Area with the Town of Sunnyvale will be eligible to obtain permits for improvements, except for irrigation and erosion control, in the Take Area.

Permit, application and review fees shall be established in the Town of Sunnyvale Fee Schedule attached to the Annual Budget of the Town.

XIV. Residential Sublease Area Improvement Permit Requirements

Take Area Boat-Related Uses and Site-Related Uses have specific minimum area requirements established in the Unified Development Ordinance Lake Edge development regulations and variances will not be allowed. A listing of allowed Take Area Boat- Related Uses and Site-Related Uses is established in the Lake Edge development regulations.

Permits for allowed uses may be submitted to the Town Building Official upon the execution of a Residential Sublease of the Take Area. The permitting and inspection process for Take Area improvements shall follow the same regulations and procedures as building permits and inspections.

XV. Establishing Sublease Rates

It is the policy of the Town Council that the Take Area Subleasing Program and its administration be funded entirely by Sublease revenue. The Town Council will review annually the revenues and expenditures associated with the program and may adjust Sublease fees accordingly.



TAKE AREA SUBLEASE AGREEMENT

This Sublease Agreement (hereinafter referred to as the “Sublease”) is made and entered into this _____ day of _____, 20 , by and between the Town of Sunnyvale, Texas (herein called “Sublessor”), and _____ (whether one or more, collectively herein called “Sublessee”).

RECITALS

- A. On _____, 2017, the Town of Sunnyvale, Sublessor (as lessee) and the City of Dallas, Texas (as lessor) entered into an Interlocal Agreement and Lease (hereinafter defined and described as the “Base Lease”) covering the lease of the Lake Ray Hubbard take line area, which encompasses the Leased Area as hereinafter defined. Said Base Lease is incorporated herein by reference.
- B. Sublessor is a municipal corporation, which has leased from the City of Dallas the land adjacent to Lake Ray Hubbard, which encompasses the perimeter boundary of Dallas’ property at the lake for the purposes as set out in the Base Lease.
- C. Sublessor desires to sublease to Sublessee the portions of the Leased Area adjacent to Sublessee’s property being described as: [Insert Legal Description of Sublessee’s residence:] _

_____ (herein called the “Adjacent Residential Property”), so as to permit use and enjoyment of same by said Sublessee, said Subleased Premises being more specifically described by the survey of the Subleased Premises described on Exhibit A hereto, during the Term hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the parties hereby agree as follows:

ARTICLE 1. DEFINITIONS

In addition to the terms defined elsewhere in this Sublease, when used herein with their initial letters capitalized, the following terms shall have the following meanings:

- A. **“Critical Areas”** mean areas determined to be immediate action erosion control areas, as defined in the 1987 “Lake Ray Hubbard Erosion Control Study” by Bernard Johnson Incorporated (the Bernard Johnson Report), a copy of which is available for review at the Town of Sunnyvale Administrative Offices or on the Town of Sunnyvale website at www.townofsunnyvale.org .
- B. **“Interlocal Agreement”** means the Base Lease, or Master Lease, covering the lease of certain portions of the Lake Ray Hubbard take line area by the Town

of Dallas to the Town of Sunnyvale, dated _____, 2017, which encompasses the Leased Area as defined herein.

- C. **“Lake”** means Lake Ray Hubbard.
- D. **“Lake Area”** means the City of Dallas property, known as Lake Ray Hubbard, that is normally submerged by the Lake at normal Lake pool elevation (property at or below elevation 435.5 mean sea level).
- E. **“Leased Area”** means the Take Area that is within the Town Limits of Sunnyvale, or where the Take Line is directly adjacent to the Town Limits of Sunnyvale.
- F. **“Maintenance Responsibilities”** shall mean keeping the erosion control structure(s) in good condition throughout the term hereof so that such structures remain capable of proper protection against erosion.
- G. **“New Immediate Action Area”** means any section of the Leased Area where any of the following has occurred:
 - a. The shoreline is within 30 feet or less of the Take Line;
 - b. A public hazard exists or can be expected to be created by erosion within a short period of time;
 - c. Structures are at risk of structural damage due to erosion; or
 - d. Existing adjacent erosion protection is impeded if erosion is allowed to continue.
- H. **“Residential Area”** means the Leased Area where the Take Line is adjacent to the residential property and where no commercial activity exists, or is proposed to exist, on Dallas property. If commercial activity occurs in a Residential Area, that portion of the Leased Area will be considered a Commercial Area.
- I. **“Shoreline”** means the line along the shore of the Lake, established by the normal Lake pool elevation (435.5 mean sea level).
- J. **“Subleased Premises”** means the portion of the Take Area hereby subleased and more particularly described on Exhibit A hereto.
- K. **“Take Area”** means the land owned by Dallas between the Take Line and the normal Lake pool elevation (435.5 mean sea level).
- L. **“Take Line”** means the perimeter boundary of Dallas’ property at the Lake.
- M. **“Zoning Ordinance”** has the meaning set forth in Article 2 hereof.

ARTICLE 2. PURPOSE AND INTENT

This Sublease is entered into to permit the development of the Subleased Area within the Take Area of Lake Ray Hubbard under certain regulatory conditions governing permitted uses and development standards, setting forth procedures for the development of said property and establishing an appeals process for the terms of Sunnyvale Unified Development Ordinance Lake Edge regulations, adopted on _____, 2017 (as the same may be amended from time to time, the “**Unified Development Ordinance**”). The adoption of the Lake Edge regulations is intended to provide a means for the protection of water quality and the preservation of the natural environment and to enhance the quality of the Lake Ray Hubbard shoreline through regulation of manmade facilities. For those properties that take part in the Town of Sunnyvale Residential Sublease Agreement, the Lake Edge regulations are to be used in conjunction and in addition to the erosion control and engineering standards as well as other development related ordinances, such as but not limited to, landscaping ordinance, tree preservation ordinance and outdoor lighting.

ARTICLE 3. DEMISE OF SUBLEASED AREA

- A. Sublessor, for and in consideration of the rents, covenants and promises herein contained to be kept, performed and observed by Sublessee has demised and leased and by their presents does hereby demise and lease unto Sublessee, and Sublessee, for and in consideration of the covenants and agreements herein reserved on the part of the Sublessor to be kept and performed, does hereby accept from Sublessor, the Subleased Area as more specifically described by the hereto attached Exhibit A and subject to the terms and conditions as herein described. SUBLESSEE ACKNOWLEDGES THAT IT HAS INSPECTED THE SUBLEASED AREA TO THEIR SATISFACTION AND ACCEPTS THE SUBLEASED AREA “AS IS” AND WITH ALL FAULTS AND DEFECTS, WHETHER KNOWN OR UNKNOWN TO EITHER SUBLESSOR OR SUBLESSEE AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND FROM SUBLESSOR AS TO THE STATUS OR CONDITION THEREOF.**
- B. Any structure built over the lake within the Subleased Area shall require prior review and written approval from the Town of Sunnyvale in accordance with applicable local ordinances governing the demised premises and the City of Dallas and shall not exceed 40 feet from the shoreline
- C. All structures and/or improvements in the Take Area shall require a building permit issued by the Town of Sunnyvale consistent with applicable ordinances and regulations of Take Area allowed uses.

- D. Sublessee acknowledges that the decision to lease the Subleased Area is based solely upon the Sublessee's comprehensive inspection of the Subleased Area and not upon any warranty or representation of Sublessor, or of Sublessor's employees, agents or representatives with regard thereto. Without limiting the foregoing, **SUBLESSOR HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SUBLEASED PREMISES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF SUITABILITY, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE GIVEN IN CONNECTION WITH THIS LEASE.**
- E. **IT IS UNDERSTOOD BY BOTH THE TOWN OF SUNNYVALE AND SUBLESSEE THAT THE WATER LEVEL IN THE LAKE WILL NOT REMAIN CONSTANT AND THAT ALL LAND IN THE SUBLEASED PREMISES IS SUBJECT TO FLOODING. THE PARTIES AGREE THAT NEITHER THE CITY OF DALLAS NOR THE TOWN OF SUNNYVALE SHALL BE RESPONSIBLE FOR DAMAGES TO ANY STRUCTURES, FACILITIES, LANDSCAPING, OR OTHER PROPERTY DAMAGE ON THE SUBLEASED AREA DUE TO WIND, WATER, EROSION, FLUCTUATING WATER LEVELS, OR FLOATING DEBRIS.**

ARTICLE 4. SUBLEASE TERM

- A. Subject to the terms and conditions of this Sublease, the demise set forth in Article 3 above shall be for the Sublease Term, which shall commence on the date of this Sublease and shall **expire on _____, 20__** unless earlier terminated in accordance with the terms and conditions of this Sublease (the "Term"). Residential area subleases cannot be further subleased. If Sublessee (abutting property owner) sells his or her Adjacent Residential Property, this Sublease shall be transferred to the new owner.
- B. This Sublease shall terminate and become null and void _____, **20__** unless sooner terminated in accordance with the terms of this Sublease or the Sunnyvale Lake Edge Zoning Ordinance or extended by the parties hereto in writing subject to the provisions of the Base Lease or the Master Lease by and between the City of Dallas and the Town of Sunnyvale. Any holding over or use and occupancy by Sublessee after the termination of this Sublease shall not constitute a renewal hereof or give Sublessee any rights hereunder in or to the Subleased Area upon termination. Upon termination of this Sublease, all improvements to the Subleased Area (whether or not constructed by Sublessee) shall be and become the property of Sublessor or its successors in interest; provided, however, Sublessee shall be entitled to remove from the Subleased Area removable equipment, provided that such removal can be accomplished without unreasonable injury to the Subleased Area or the removing improvements on the Subleased Premises, and provided, further, that if notified by the Town of Sunnyvale, the Sublessee shall be required to remove, at Sublessee's sole cost and expense, any and all improvements to, and

other property located in, the Subleased Area prior to the expiration or termination of this Sublease, and if Sublessee fails to so remove such improvements and other property, Sublessor may do so and Sublessee shall immediately reimburse the cost thereof.

- C. This Sublease shall be terminated or canceled by the Town of Sunnyvale in the event that the Interlocal Agreement between the Town of Sunnyvale and the City of Dallas is terminated or canceled by agreement or operation of law. Sublessee shall be entitled to no compensation of any kind from the Town of Sunnyvale or the City of Dallas if this Sublease is so canceled or terminated.
- D. Sublessee shall have the right to terminate this Sublease if, at any time during the Term of this Sublease, a material and substantial change in circumstances existing at the time of this Sublease should occur. For the purpose of this paragraph, a “material and substantial change in circumstances” shall include but not be limited to the destruction of the residential structure of the Sublessee on the Adjacent Residential Property, a collective increase in the annual sublease payment of more than 100% over any ten year period or less, or the elimination by the Town Council of any material authorized use for which the Sublessee has in place.

ARTICLE 5. SUBLEASE PAYMENT

- A. In accordance with Section III (C) of the Base Lease, the Town of Sunnyvale may collect revenue from the Sublessee in an amount necessary for recovery of the cost of administration of the Leased Area.
- B. In accordance with Section III (C) of the Base Lease, Sublessee shall pay **an initial payment of \$1500.00** to Sublessor and an annual payment of **\$700.00** due and payable annually on the anniversary date of this Sublease. Said payment may be **adjusted annually** by the Town during the Sublease Term by majority vote of the Town Council of the Town of Sunnyvale.
- C. Failure of Sublessee to (i) pay when due the initial payment or the annual payment as provided for in Section B above, or pay when due any other amount required to be paid by Sublessee under this Sublease, or (ii) perform any other obligation liability or duty of Sublessee under this Sublease, shall be considered as an Event of Default (herein so called). Without limitation of any other rights or remedies available to Sublessor at law or in equity for breach of this Sublease, if Sublessee fails to cure any Event of Default within thirty (30) days of receipt of notice, Sublessor may terminate this lease and remove any improvements on the Subleased Premises subject to Article 6, Section N herein.

ARTICLE 6. USE OF SUBLEASED AREA

A. Sublessee agrees to use and maintain the Subleased Area in accordance with all Town codes and regulations established by Sublessor for the Take Line area. Any violation of such regulations shall be considered a breach by Sublessee of this Agreement, for which Sublessor shall be entitled to take appropriate legal action if such violation is not cured. Sublessee specifically recognizes that the City of Dallas, as a third party beneficiary, has the right to enforce the terms of this Agreement in the event of the Sublessee's breach of any of the terms contained herein.

B. Prohibited structures or appurtenances

Structures or appurtenances that shall be **prohibited** within the Subleased Area, without prior approval by Sublessor and the City of Dallas are as follows but not limited to:

1. Propane tanks.
2. Storage of gasoline, oils, diesel, or similar types of compounds.
3. Storage or use of pesticides, herbicides, fungicides, or preservatives that are not approved by the Texas Commission on Environmental Quality or United States Environmental Protection Agency for use around water supplies, and on a listing approved provided by Dallas.
4. Storage of any hazardous materials, regardless of its nature.
5. Septic tanks and lateral lines (with the exception of Town utilities).
6. Toilets.
7. Habitable structures.
8. Diving boards and slides over and/or into the lake.
9. Pets' living quarters, livestock, maintenance of livestock or any such structure that houses or shelters livestock and/or pets, including but not limited to cattle, horses, swine, and poultry.
10. Water wells.
11. Chemically preserved wood (e.g. railroad ties and telephone poles) in the water.

C. Prohibited activities on the lake and shore area:

1. Shoreline (bank of the lake) will not be tapered, cut, smoothed, or altered in any way without a permit from the City of Dallas.
2. Leased shore area will not be excavated, channeled, cut, bored, dug, filled, smoothed, or altered in any manner unless specifically permitted by the City of Dallas.
3. Wheeled vehicles and all other motorized equipment are prohibited from operating on the lake bottom unless specifically authorized by the City of Dallas.

4. The construction of sandy beaches on the lake bottom at the shoreline is prohibited.
5. Removal of vegetation from the lake bottom at the shoreline is prohibited unless specifically authorized by the City of Dallas.
6. Railroad ties on the shoreline and Take Area are prohibited.
7. No dumping on the shoreline (bank of the lake) and take area of brush, leaves, bricks, logs, concrete rubble, asphalt rubble, soil, sand, gravel, rock, or any other material.
8. Garbage cans and waste receptacles are prohibited anywhere in the leased area.
9. No signage in the leased area unless specifically authorized by the Town of Sunnyvale.
10. No business or commercial activity will be performed from within the leased area.
11. No storage of personal items on the Take Area and shoreline unless specifically authorized by the Town of Sunnyvale. Personal items includes but is not limited to boats, jet skis, rafts, watercraft, boat trailers, vehicles, campers, RVs, wood piles, lawn equipment, appliances, storage facilities, construction material, and storage of miscellaneous materials. Notwithstanding the foregoing, boats may be stored in boat houses constructed in accordance with this Sublease, the Zoning Ordinance and all other applicable laws and legal requirements, and jet skis (personal watercraft) may be stored on lifts constructed in accordance with this Sublease, the Zoning Ordinance and all other applicable laws and legal requirements.
12. Drawing lake water for personal usage such as for irrigation is prohibited without a permit issued by the City of Dallas.

Additional Requirements:

1. All tree removals will comply with the Town of Sunnyvale Tree Preservation Ordinance.
2. A permit is required for any and all types of lake dredging and lake bottom earthwork.
3. Sublessee will immediately remove personal items littering the lake, particularly after a storm.
4. No permit is required for minor repair or general maintenance of an authorized existing erosion control structure unless the repair or general maintenance will include different material than what was originally approved. A permit from the City of Dallas is required for modifications and alterations to existing erosion control structures.
5. No permanent storage of boats/personal watercraft at the lake shoreline other than in an approved boat house or personal watercraft lift. All other boats/personal watercraft on the shoreline must comply with the mooring time limit as specified in the Sunnyvale Lake Edge regulations.

6. Boats will in no way pollute lake waters in any way including, but not limited to, bilge discharges, septic waste, fueling, cleaning, maintenance, and painting.
 7. Sublessee must first install an approved method of erosion control before the construction of lake structures. Lake structures will not be permitted without the placement of erosion control the entire length of the subleased shoreline unless otherwise authorized by the City of Dallas.
 8. All boats/personal watercraft in a boathouse or on the shoreline must be operable and in good repair, and must display current registration. Inoperable boats/personal watercraft, or boats or personal watercraft, without current registration, must be removed immediately.
- D. Sublessee agrees that he/she will not make or allow to be made, any unlawful, improper or offensive use of the Subleased Premises, which would be injurious to any person or property, or which would violate the laws of the United States or the State of Texas, or any ordinance(s) of the Town of Sunnyvale or the City of Dallas that may pertain to the demised premises. In the event of a conflict between the respective ordinances and/or the provisions of the lease the most restrictive shall apply. Sublessee shall be subject to the terms and penalties associated with ordinance and regulations violations in addition to the provisions of this Sublease.
- E. The Town of Sunnyvale and the City of Dallas retain the right to make regular or special inspections of the Subleased Premises to ensure that it is being maintained and used in accordance with the terms of this Sublease and the Base Lease and that all terms of this Sublease and the Base Lease are being upheld. The Town of Sunnyvale may provide written notice of a breach or violation, or noncompliance with the terms of this Sublease or the Base Lease to Sublessee. Sublessee will have **thirty (30)** days to correct and/or abate all violations, unless otherwise agreed by the Town of Sunnyvale. If Sublessee has commenced and is pursuing the cure of the same, then after first advising the Town Council of Sunnyvale or its designated representatives of Sublessee's effort to cure, Sublessee may utilize an additional **thirty (30)** days, if approved by the Town of Sunnyvale. Failure to correct all violations in the allotted time constitutes a material breach of this Sublease.
- F. In the event of the default after the expiration of the applicable notice and cure periods (except for the non-payment of agreed sublease), the Town of Sunnyvale shall be entitled, in addition to any other penalties or fines and other rights and remedies, to assess and receive from Sublessee as liquidated damages the sum of **\$200.00** per day for each day the breach remains uncured.
- G. Failure by the Town to provide the **thirty (30)** day notice described above shall not constitute a waiver of any breach of this Sublease. Waiver of any breach of any provision of this Sublease shall not be considered as a waiver of any subsequent breach of the same or any other provision of the Sublease.

- H. The Town of Sunnyvale has adopted the Zoning Ordinance and policies for the construction of structures and/or other improvements in the Subleased Premises. A detailed plan for construction of fences and other proposed structures in accordance with the Zoning Ordinance, must be approved by the Town of Sunnyvale and the City of Dallas prior to construction. If improvements or structures have been constructed in the Takeline area or the shoreline prior to the execution of this Sublease and without authorization from the City of Dallas, all existing noncompliance items or encroachments that are not approved must be abated prior to the execution of this sublease agreement. No structures or improvements that are in noncompliance or are encroaching will be grandfathered.
- I. Sublessee recognizes and consents to the Town of Sunnyvale and the City of Dallas having the right of ingress and egress to the Subleased Premises for any operational or maintenance purposes upon twenty-four (24) hours advance notification to Sublessee; except that no advance notice will be required in case of an emergency or possible health and/or safety hazards.
- J. Sublessee understands that pursuant to the Base Lease, Dallas will make a reasonable effort to repair any damage resulting from Dallas accessing the Take Area for utility maintenance and/or public safety vehicles, and will restore the damaged property as nearly as possible to its condition prior to the damage created by the City of Dallas accessing the Take Area; however, if the damage is located within a dedicated easement the requirements of that easement shall govern and no additional obligations are assumed by the Town of Sunnyvale or the City of Dallas as a result of the execution of this Sublease. Likewise, the Town of Sunnyvale will make a reasonable effort to repair any damage resulting from the Town of Sunnyvale accessing the Take Area for utility maintenance and/or public safety vehicles, and will restore the damaged property as nearly as possible to its condition prior to the damage created by the Town of Sunnyvale accessing the Takeline Area. However, if the damage is located within a dedicated easement the requirements of that easement shall govern and no additional obligations are assumed by the Town of Sunnyvale or the City of Dallas as a result of the execution of this Sublease.
- K. Sublessee recognizes that the Town of Sunnyvale may require easements in the future in the Subleased Area. Sublessee hereby agrees to approve future easements with the understanding that the Sublessor will make all reasonable efforts to avoid damage to existing improvements. If damage results from the use of a future easement, Sublessor will restore the damaged property as nearly as possible to its condition prior to the damage created by the Sublessor.
- L. Sublessee recognizes that Sublessor has established specific setbacks, reservation of future easements or other development requirements unique to this Sublease. Such specific requirements are set forth in the Sunnyvale Lake Edge regulations and Unified Development Ordinance. Sublessee agrees to abide by all requirements during the term of the Sublease.

- M. Sublessee recognizes that prior to placement of any structures and/or personal items, improvements, including, but not limited to: landscaping, construction or subgrade alterations on the Subleased Premises a construction alteration permit must first be obtained from the Town of Sunnyvale. Such construction alteration permit will be in addition to any other permit or approval required by the City of Dallas. Time limits for completion of construction will be established at the issuance of the construction alteration permit. **No construction will be considered complete and/or approved until a final inspection is conducted by the Town of Sunnyvale and/or the City of Dallas or their appointed representatives.**
- N. If this Sublease is terminated for any reason stated within this Sublease, sublessee must remove any structures and/or improvements within 30 days. In the event that said structures and/or improvements are not removed, such work shall be done by the Town of Sunnyvale and the actual cost thereof levied, assessed, and collected against sublessee's property. In addition, there shall be added to the actual cost an **administrative fee of \$150.**

ARTICLE 7. EROSION PROTECTION

- A. *For all subleases, the Town of Sunnyvale will require Sublessee to either completely install, or pay for the installation of, Shoreline erosion protection in accordance with Section VI of the Base Lease or Master Lease in Critical Areas, whenever such Critical Areas may arise (as defined in Section VI (A) Base Lease), before execution of this Sublease. Erosion protection required under this Sublease must be completed no later than twelve (12) months from the date of execution of this Sublease, but prior to, or concurrent with, Sublessee's commencement of construction of any improvements. If a Critical Area arises after execution of this Sublease, the City of Dallas or the Town of Sunnyvale are not responsible for any erosion control measures required and the Sublessee shall not look to the City of Dallas or the Town of Sunnyvale for action. If any part of the Subleased Premises becomes a Critical Area after execution of this Sublease, the Sublessee shall, at Sublessee's option, install erosion protection in accordance with this Sublease and the Base Lease. Erosion protection required under this Sublease must be completed prior to a Sublessee's commencement of construction of any improvements of any kind on the Subleased Premises, subject to the Town of Sunnyvale's permitting process.*
- B. In areas determined to be Critical Areas or New Immediate Action Areas, as defined above (collectively referred to as "Critical Areas"), the Sublessee will be responsible for installation and maintenance of erosion control. Such required erosion protection must be completed no later than twelve (12) months from the date of execution of this Sublease, but prior to, or concurrent with, the Sublessee's commencement of construction of any improvement. If the City of Dallas has installed or performed maintenance or erosion control in any Critical Area, the

Sublessee will reimburse the City of Dallas for the cost of installation and maintenance from the date of execution of the Base Lease to the later of, the date of execution of the Sublessee's sublease with the Town of Sunnyvale, or the date of installation of the erosion control. If Dallas installed or performed maintenance or erosion control in any area that is not a Critical Area, the Sublessee will reimburse Dallas for the cost of installation and maintenance from the date of execution of the Base Lease to the date of execution of the Sublessee's sublease with the Town of Sunnyvale (*i.e.*, there will be no retroactive reimbursement obligations of the sublessee in a non-Critical Area: the full extent of the erosion reimbursement obligations of the Sublessee in a non-Critical Area will be known at the time of execution of the sublease). Reimbursements can be paid in a lump sum or over a term to be determined by Dallas. Term payments will include interest charges and the term will not exceed the life of the asset. Sublessee shall assume maintenance responsibility for existing or proposed erosion control.

- C. All erosion control shall be installed subject to the approval of the City of Dallas and the Town of Sunnyvale and in accordance with the Base Lease, the Zoning Ordinance and all other applicable laws, ordinances, rules and regulations of the City of Dallas and the Town of Sunnyvale. Sublessee will be responsible for maintenance of the installed erosion control in the same manner as set out above.
- D. The City of Dallas and the Town of Sunnyvale will establish a listing of types of erosion control approved for use around the Lake, based on the Bernard Johnson Report or engineering data or criteria list. The list may be expanded or revised jointly by Dallas and the Town of Sunnyvale should new and approved technology become available for such erosion control. If the City of Dallas or the Town of Sunnyvale installs erosion control, it can install any type listed in the Bernard Johnson Report, or on the updated/approved listing, as it deems economically and/or environmentally feasible.
- E. The Sublessee may reclaim lost Shoreline with the approval of the Town of Sunnyvale and prior written approval of the City of Dallas, as determined on a case-by-case basis. Any reclamation or cut and fill in the Lake or at the Shoreline shall not reduce the usable water storage capacity or flood storage capacity of the Lake, as determined by the City of Dallas. Sublessee, or the parties performing the reclamation, will be responsible for obtaining all related permits for the reclamation, such as the U.S. Army Corps of Engineer permits.
- F. No activities will be allowed which will increase the erosion of the Shoreline property, including any alteration of vegetation or property, as determined by the City of Dallas as described by the Bernard Johnson report.
- G. Erosion control installations must comply with all local, state, and federal laws, regulations and requirements and shall be designed by a licensed professional engineer and installed by a competent contractor with demonstrated experience in the installation of that system.

- H. Sublessee agrees to allow abutting Sublessee(s) to connect to the erosion protection mechanism so installed, so as not to create gaps between abutting properties in said erosion protection.

ARTICLE 8. HOLD HARMLESS

Sublessee hereby agrees to defend, indemnify and hold the City of Dallas and Sublessor, their respective officers, agents and employees, fully harmless from any claims, lawsuits or expenses for personal injury (including death), property damage or other harm for which damages may be recovered under law, suffered by any person or persons (including but not limited to Sublessee), that may arise out of or be occasioned by Sublessee's fault or negligence in the use, occupancy, maintenance or operation of the Subleased Premises for any purpose, or that arises out of or is occasioned by erosion control improvements installed, used or maintained by Sublessee, or by Sublessee's failure to install erosion control devices as required under the Sublease, **REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE OR FAULT OF THE CITY OF DALLAS OR THE TOWN OF SUNNYVALE IN OPERATING OR MAINTAINING THE LAKE AREA, OR ORIGINALLY INSTALLING OR MAINTAINING ANY EXISTING EROSION CONTROL IMPROVEMENTS ASSUMED BY SUBLESSEE, OR IN DETERMINING WHAT EROSION CONTROL IMPROVEMENTS WERE APPROPRIATE, CONTRIBUTED TO THE DAMAGE OR INJURY.**

ARTICLE 9. COVENANT RUNNING WITH THE LAND

- A. This Sublease cannot be further subleased by Sublessee, except that this Sublease shall be transferred to any subsequent owner of the Adjacent Residential Property, as described herein. Sublessee agrees to notify Sublessor in writing of any change in ownership of the Adjacent Residential Property within ten (10) days of closing. This covenant shall be considered as a covenant running with the land which is binding upon any subsequent owner of the Adjacent Residential Property for the Term of this Sublease, and shall be filed for record in the deed records of Dallas County, Texas.
- B. It is the understanding of the parties that this Sublease contains the entire understanding of the Sublessor and Sublessee and that any change, alteration, or modification of this Sublease shall only be effective if in writing approved by both parties.
- C. Sublessee further asserts that he/she has received a copy of the Base Lease and the Sunnyvale Lake Edge regulations which is incorporated herein by reference and that he/she has read said Base Lease and understands its terms and provisions.
- D. Sublessee shall endeavor to provide Sublessor with a certificate that extends insurance coverage under Sublessee's Homeowners Insurance Policy (or other

policy determined to be acceptable by the Town of Sunnyvale) to the Subleased Premises.

ARTICLE 10. SEVERABILITY

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

EXECUTED on the date first written above.

SUBLESSOR:

TOWN OF SUNNYVALE, TEXAS

Town Manager
Town of Sunnyvale
127 N. Collins Road
Sunnyvale, Texas 75126

SUBLESSEE:

NAME

STREET ADDRESS

MAILING ADDRESS

LEGAL DESCRIPTION

TELEPHONE

ALTERNATE TELEPHONE

E-MAIL ADDRESS

SIGNATURE

PRINTED NAME

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the, undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they 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

My Commission Expires:

[S E A L]

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the, undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they 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

My Commission Expires:

[S E A L]



Town of Sunnyvale, Texas
Lake Ray Hubbard Residential Take Area Sublease Program

SURVEY REQUIREMENTS AND CHECKLIST

The Town of Sunnyvale Sublease Program, Section X, requires that a sublessee who has established the boundaries of the proposed sublease area, as evidenced by an executed Sublease Boundary Agreement, shall submit a survey, prepared, sealed and signed by a Texas licensed surveyor, of the proposed area, such survey utilizing and marking two (2) opposite corners with state plane coordinates. A signature block shall be included on the survey for the Property Owner and Neighbors A and B to sign. The survey document shall include the Take Area Sublease boundaries, the boundaries of the adjacent-owned property, existing structures and improvements in the take area and the owners of properties adjacent to the proposed sublease area. The Town of Sunnyvale reserves the right to make corrections to survey errors. The sublessee is strongly encouraged to review the Town of Sunnyvale Lake Edge development regulations prior to submittal of the Sublease Agreement. The Sublease Area Survey shall include:

REQUIREMENT	COMPLETED
Site address of property adjacent to Sublease Area	
Legal description of Sublessee's property adjacent to Sublease Area	
Name of Sublessee and contact information	
Name of licensed state of Texas land surveyor responsible for survey	
Signatures of Property Owner, Neighbor A and Neighbor B	
Accurate sublease area boundary survey and description of property metes	
Lines of adjacent lands and associated lease area as outlined	
Names of adjacent property owners	
North point, scale and date	
Accurate dimensions in feet and decimal fractions of feet	
Length of radii and/or arcs of all curves, angles and all other attributes/ metes and bounds	
Dimensions shall be shown from all angle points	
Contours with a minimum of 2 feet shown as light dashed lines	
Monument markers shall be placed in accordance with the Town of Sunnyvale Engineering Design Standards	
All elevations should refer to sea level datum (MSL)	
Locations of all setback lines and easements	
City of Dallas survey benchmark(s) that were utilized	
Location and dimensions of any drainage ways or drainage facilities (include all other utilities)	
Location of 435.5 MSL, 425.5 MSL and the 40' line in the water measured from the normal pool elevation of 435.5 MSL	
Locations of view corridors	
The Survey Document shall also be submitted electronically. (CD)	
Three hard copies of the Survey Document shall be submitted, two on 18 by 24 inch paper and one on 18 by 24 inch mylar for filing.	



**Town of Sunnyvale, Texas
Take Area Sublease Program**

SUBLEASE BOUNDARY AGREEMENT

This Sublease Boundary Agreement (hereinafter referred to as "Agreement") is made and entered into this _____ day of _____, 20____, by and between Sublessee _____ and Neighbor "A" _____ and Neighbor "B" _____. The Agreement is submitted in accordance with the Town of Sunnyvale Take Area Sublease Program, Section XI. Take Area Sublease Boundaries. A survey of the Take Area subject to the Agreement is attached as Exhibit A.

By their signature below, the parties indicate they agree and have no opposition to the boundaries of the Take Area proposed by the above-referenced Sublessee for Sublease from the Town of Sunnyvale as depicted on the attached survey, Exhibit A.

EXECUTED on the date first written above.

SUBLESSEE: _____

ADDRESS: _____

TELEPHONE: _____

E-MAIL: _____

LEGAL DESCRIPTION: _____

SIGNATURE: _____

Printed Name: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §

§

COUNTY OF ROCKWALL §

BEFORE ME, the, undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they 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

My Commission Expires:

[S E A L]

NEIGHBOR "A": _____

ADDRESS: _____

TELEPHONE: _____

E-MAIL: _____

LEGAL DESCRIPTION: _____

SIGNATURE: _____

Printed Name: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

BEFORE ME, the, undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they 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

My Commission Expires:

[S E A L]

NEIGHBOR "B": _____

ADDRESS: _____

TELEPHONE: _____

E-MAIL: _____

LEGAL DESCRIPTION: _____

SIGNATURE: _____

Printed Name: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §

§

COUNTY OF ROCKWALL §

BEFORE ME, the, undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they 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

My Commission Expires:

[S E A L]



Town of Sunnyvale, Texas

Lake Ray Hubbard Take Area Sublease Program

AFFIRMATIONS PAGE

I, _____, affirm I have received the following information at the time of the execution of the Take Area Sublease Agreement.

- Sublease Program Info
- Residential Take Area Sublease Agreement
- Sublease Boundary Agreement
- Interlocal Agreement and Lease with City of Dallas (2017)
- Survey Requirements & Checklist
- Town of Sunnyvale Lake Edge Regulations

Name: _____

Signature: _____

Date: _____

Submit this page with Sublease Agreement



3.06.10. Lake Edge Regulations

A. Purpose and Intent

Standards set forth in this Section establish the requirements for residential accessory buildings and structures within the [L, Lakefront](#) zoning district.

B. Permitted Accessory Structures

The following are permitted as accessory structures:

1. Boathouse
2. Dock Deck
3. Fixed Pier
4. Lakeside Gazebo
5. Barbecue Pit
6. Deck/Patio
7. Landside Gazebo
8. Picnic Table

C. Accessory Structure Standards

1. **Boathouse:** A boathouse is a roofed structure with a main waterside opening with an operating boatlift contained within the structure and the structure built to house and protect watercraft and boat related equipment and with the boathouse structure built at the end or towards the end of an adjoining dock.



Figure 43: Boathouse Example (Illustrative)

a. General Requirements

- i. A boathouse shall not be used for storing any other type of items except boats and boat-related equipment.
- ii. A deck ladder shall be allowed inside a boathouse.
- iii. A boathouse shall incorporate a boat lift.



- iv. A boatlift built within a boathouse must be able to hoist a watercraft above 438.0 feet mean sea level.
 - v. A boathouse shall not be allowed on land.
 - vi. One (1) boathouse is permitted per lot.
 - vii. A boathouse shall be designed with safety reflectors so as to be clearly visible on three sides on the main waterside end of the boathouse.
 - (a) Safety reflectors are required on either side of the main waterside end and the two sides at a minimum increment of 10 feet starting at the boathouse's main waterside end and working back to the back of the boathouse.
 - (b) Safety reflectors shall be white, blue, or red and no less than three (3) inches diameter or square in size, kept clean, firmly attached to the structure, and maintained in good condition
 - viii. A boathouse shall be designed with safety lighting.
 - (a) Safety lighting shall be placed onto the interior edges of the periphery of the flat floor surface of the boathouse at 10 foot increments with the shield cover housing the lighting source no higher than six (6) inches maximum.
 - (b) Safety lighting shall have an automatic system which turns the lighting on/off at dusk and dawn.
 - ix. A boathouse must be durable and meet or exceed Town standards and the standards in the City of Dallas' Construction Permit Application Lake Structures Lake Ray Hubbard.
- b. Dimensional Standards
- i. Height and Depth
 - (a) A boathouse shall not exceed one (1) story.
 - (b) The maximum roof height shall be 21 feet. This height is measured from the top of the boathouse catwalk to the vertex of boathouse's main roof.
 - (c) The structurally approved pilings used to support a boathouse shall be built up to 17 inches above the normal pool elevation (435.5 feet mean sea level).
 - (d) The catwalk leading up to and surrounding a boathouse must be placed no more and no less than 18 inches above the normal pool elevation (435.5 feet mean sea level) over water.
 - ii. Setback
 - (a) The minimum side yard setback for a boathouse is 10 feet.
 - (b) A boathouse shall not extend more than 40 linear feet into the water from the normal pool elevation (435.5 feet mean sea level) shoreline.
 - iii. Building Materials
 - (a) Building materials shall comply with the Materials Specifications of the City of Dallas' Construction Permit Application Lake Structures Lake Ray Hubbard.
 - (b) Non-treated wood or synthetic material shall be used for the catwalks which attach to boathouses.
 - iv. Architectural Standards
 - (a) A boathouse may have a hipped roof, gable roof, or hip and /or gable with a clerestory.
 - (b) The pitch of a boathouse roof shall be built at a 2:1 ratio with all roof styles.



- (c) The colors of roof shingles or roof systems that shall be allowed will match or closely relate to the primary residential building and its roof color.
 - (d) A boathouse roof shall be built with one of the following systems: clay tiles, standing metal seamed (architectural quality), slate shingles, concrete shingles, or ceramic shingles.
 - (e) A boathouse roof shall not have an overhang greater than six (6) feet.
 - (i) The six (6) foot boathouse overhang shall not extend past the forty (40) foot limit toward the lake.
 - (f) Boathouse pilings may be completely rapped, creating columns, designed from [Masonry](#) to match the architectural style of the primary residential structure.
 - (i) Masonry columns may be built up to the boathouse's roof overhang / eaves.
 - (ii) Natural masonry products such as; cut limestone, rough limestone, brick, or river rock are acceptable.
 - (iii) Masonry colors for the columns shall match or closely relate to the exterior color of the primary residential structure.
 - (iv) A concrete base, having a continuous plane with the Masonry rapping above, shall be constructed directly below the Masonry cladding.
 - (g) Exterior lighting for a boathouse shall have a shield and be directed downwards towards the fixed pier with light fixtures incorporated either into the roof's overhang or the structure's columns.
 - (h) Interior lighting for a boathouse shall be directed to the ceiling of the structure and the watercraft stored.
 - (i) Interior and exterior lighting for a boathouse will not interfere with the safety of the traveling public.
2. [Dock Deck](#): A dock deck is a flat floor surface area built over the Lake water adjoining the end of a fixed pier.



Figure 44: Dock Deck Example (Illustrative)

- a. General Requirements
 - i. Items that may be securely attached to the edge of a dock deck include the following: benches, dock deck shield lighting (embedded and poled), lockerbox, and power pedestal.
 - ii. One (1) dock deck is permitted per lot.



- iii. A dock deck shall be designed with safety reflectors so as to be clearly visible on the two (2) exposed sides of the main waterside end of the dock deck.
 - (a) Safety reflectors are required on the two (2) exposed sides of the main waterside end and shall be placed at a minimum increment of 10 feet starting at the dock deck's main waterside end and working back to the shoreline.
 - (b) Safety reflectors shall be white, blue, or red and no less than three (3) inches in diameter or square in size, kept clean, firmly attached to the structure, and maintained in good condition.
 - iv. A dock deck shall be designed with safety lighting.
 - (a) Safety lighting shall be placed onto the interior edges of the periphery of the flat floor surface of the dock deck at 10 foot increments with the shield cover housing the lighting source no higher than six (6) inches maximum.
 - (b) Safety lighting shall have an automatic system which turns the lighting on/off at dusk and dawn.
 - v. A dock deck must be durable and meet or exceed Town standards and the standards in the City of Dallas' Construction Permit Application Lake Structures Lake Ray Hubbard.
- b. Dimensional Standards
- i. Height and Depth
 - (a) The approved pilings used to support a dock deck shall be built up to 17 inches above the normal pool elevation (435.5 feet mean sea level).
 - (b) The flat floor surface of a dock deck must be no more and no less than 18 inches above the normal pool elevation (435.5 feet mean sea level).
 - (c) No pole structures incorporated into a dock deck shall be higher than eight (8) feet above the flat floor surface with no more than four (4) pole structures allowed.
 - ii. Setback
 - (a) The minimum side yard setback for a dock deck is 10 feet.
 - (b) A dock deck shall not extend more than 40 linear feet into the water from the normal pool elevation (435.5 feet mean sea level) shoreline.
 - iii. Building Materials
 - (a) Building materials shall comply with the Materials Specifications of the City of Dallas' Construction Permit Application Lake Structures Lake Ray Hubbard.
 - (b) Any railing built on a dock deck shall have a water resistant wood, such as cedar or redwood, or synthetic equivalent picket with steel tubing railings.
 - (c) Any bench built on a dock deck shall be constructed using only water resistant wood, such as cedar or redwood, or synthetic equivalent.
 - iv. Architectural Standards
 - (a) Two (2) light post structures may be placed along the periphery of the dock deck provided it has a shield which deflects light downward, is no higher than eight (8) feet maximum.



3. **Fixed Pier:** A fixed pier is a structure with a catwalk on top that extends from the shoreline out into the body of water with the structure being used to moor and land watercraft.



Figure 45: Fixed Pier Example (Illustrative)

- a. General Requirements
- i. A fixed pier may adjoin a dock deck and boathouse or dock deck and lakeside gazebo.
 - ii. Items that may be securely attached to the top edges of a catwalk of a fixed pier include the following: bench, cleats, dock ladder, shielded dock lighting, lockerbox, and power pedestal.
 - iii. One (1) fixed pier is permitted per lot.
 - iv. A fixed pier shall be designed with safety reflectors so as to be clearly visible on the two (2) exposed sides of the main waterside end of the dock deck.
 - (a) Safety reflectors are required on the two (2) exposed sides of the main waterside end and shall be placed at a minimum increment of 10 feet starting at the fixed pier's main waterside end and working back to the shoreline.
 - (b) Safety reflectors shall be white, blue, or red and no less than three (3) inches in diameter or square in size, kept clean, firmly attached to the structure, and maintained in good condition.
 - v. A fixed pier shall be designed with safety lighting.
 - (a) Safety lighting shall be placed onto the interior edges of the periphery of the flat floor surface of the dock deck at 10 foot increments with the shield cover housing the lighting source no higher than six (6) inches maximum.
 - (b) Safety lighting shall have an automatic system which turns the lighting on/off at dusk and dawn.
 - vi. A fixed pier must be durable and meet or exceed Town standards and the standards in the City of Dallas' Construction Permit Application Lake Structures Lake Ray Hubbard.
- b. Dimensional Standards
- i. Height and Depth
 - (a) The approved pilings used to support a fixed pier shall be built up to 17 inches above the normal pool elevation (435.5 feet mean sea level).

- (b) The catwalk of a fixed pier must be no more and no less than 18 inches above the normal pool elevation (435.5 feet mean sea level).
 - (c) No pole structures incorporated into a fixed pier shall be higher than eight (8) feet above the catwalk, with no more than two (2) pole structures.
- ii. Setback
 - (a) The minimum side yard setback for a fixed pier is 10 feet.
 - (b) A fixed pier shall be allowed within nine (9) feet of the normal pool elevation shoreline (435.5 feet mean sea level) on land
 - (c) Stairs with handrails shall not be placed more than five (5) feet from the normal pool elevation shoreline (435.5 feet mean sea level) on land.
 - (d) A fixed pier shall not extend more than 40 linear feet into the water from the normal pool elevation (435.5 feet mean sea level) shoreline.
 - iii. Building Materials
 - (a) Building materials shall comply with the Materials Specifications of the City of Dallas' Construction Permit Application Lake Structures Lake Ray Hubbard.
 - (b) A gate made of water resistant wood or synthetic equivalent is permitted at the landside end of a fixed pier.
 - (c) Stairs with handrails made of water resistant wood or synthetic equivalent are allowed at the landside end of a fixed pier.
 - (d) Any railing built on a fixed pier shall have a water resistant wood, such as cedar or redwood, or synthetic equivalent picket with steel tubing railings.
 - (e) Any bench built on a fixed pier shall be constructed using only water resistant wood, such as cedar or redwood, or synthetic equivalent.
 - iv. Architectural Standards
 - (a) Two (2) light post structures may be placed along the periphery of the dock deck provided it has a shield which deflects light downward, is no higher than eight (8) feet maximum.
4. **Lakeside Gazebo:** A lakeside gazebo is a roofed trellis structure opened on all sides with places for sitting with the structure supported by approved pilings.



Figure 46: Lakeside Gazebo Example (Illustrative)



- a. General Requirements
 - i. A lakeside gazebo shall not be used to shelter watercraft or floating devices.
 - ii. A lakeside gazebo may be combined with a fixed pier and an adjoining dock deck.
 - iii. A lakeside gazebo shall be designed with safety reflectors so as to be clearly visible on three (3) sides of the main waterside end of the fixed pier.
 - (a) Safety reflectors are required on either side of the main waterside end and along the outside areas of the lakeside gazebo at a minimum increment of 10 feet.
 - (b) Safety reflectors shall be white, blue, or red and no less than three (3) inches in diameter or square in size, kept clean, firmly attached to the structure, and maintained in good condition.
 - iv. A lakeside gazebo shall be designed with safety lighting.
 - (a) Safety lighting shall be placed onto the interior edges of the periphery of the flat floor surface of the dock deck at 10 foot increments with the shield cover housing the lighting source no higher than six (6) inches maximum.
 - (b) Safety lighting shall have an automatic system which turns the lighting on/off at dusk and dawn.
 - v. One (1) lakeside gazebo is permitted per lot.
 - vi. A lakeside gazebo must be durable and meet or exceed Town standards and the standards in the City of Dallas' Construction Permit Application Lake Structures Lake Ray Hubbard.
- b. Dimensional Standards
 - i. Height and Depth
 - (a) A lakeside gazebo shall not exceed one (1) story in height.
 - (b) The maximum roof height shall be 21 feet. This height is measured from the top of the boathouse catwalk to the vertex of lakeside gazebo's main roof.
 - (c) The structurally approved pilings used to support a lakeside gazebo shall be built up to 17 inches above the normal pool elevation (435.5 feet mean sea level).
 - (d) The flat floor surface of a lakeside gazebo must be no more and no less than 18 inches above the normal pool elevation (435.5 feet mean sea level).
 - ii. Setback
 - (a) The minimum side yard setback for a lakeside gazebo is 10 feet.
 - (b) A lakeside gazebo shall not extend more than 40 linear feet into the water from the normal pool elevation (435.5 feet mean sea level) shoreline.
 - iii. Building Materials
 - (a) Building materials shall comply with the Materials Specifications of the City of Dallas' Construction Permit Application Lake Structures Lake Ray Hubbard.
 - (b) A lakeside gazebo shall not contain any glass, plastic, or fiberglass siding.
 - iv. Architectural Standards
 - (a) Lakeside gazebo pilings shall be completely rapped, creating columns, designed from [Masonry](#) to match the architectural style of the primary residential structure.
 - (i) Masonry columns may be built up to the lakeside gazebo's roof overhand / eaves.
 - (ii) Natural Masonry products such as; cut limestone, rough limestone, brick, or river rock are acceptable.



- (iii) Masonry colors for the columns shall match an exterior color of the primary residential structure.
 - (b) Interior lighting of a lakeside gazebo shall be directed above to the center of the ceiling of the structure and below to the floor.
- 5. **Barbecue Pit:** A barbecue pit is a permanent fireplace structure over which meat and other foods are roasted.
 - a. General Requirements
 - i. A barbecue pit shall not be allowed at, upon or over the Lake.
 - ii. One (1) barbecue pit is permitted per lot.
 - b. Dimensional Standards
 - i. Height and Depth
 - (a) A barbecue pit shall be no higher than eight (8) feet.
 - (b) A barbecue pit shall not be allowed below 438 feet mean sea level.
 - ii. Setback
 - (a) The minimum side yard setback for a barbecue pit is 10 feet.
 - iii. Building Materials
 - (a) A barbecue pit must be built using any combination of native stone, brick, concrete, and iron grating Architectural Standards.
- 6. **Deck/Patio:** A deck/patio is an anchored or concrete paved flat floored roofless surface.
 - a. General Requirements
 - i. A deck/patio shall be allowed beside the Lake, but not upon or over the Lake.
 - ii. One (1) deck/patio is permitted per lot.
 - iii. A deck/patio shall be allowed provided the structure is anchored into the ground using concrete posts and footings as a foundation appropriate for load and size of deck/patio.
 - iv. A deck/patio must be durable and meet or exceed Town standards and the standards in the City of Dallas' Construction Permit Application Lake Structures Lake Ray Hubbard.
 - b. Dimensional Standards
 - i. Height and Depth
 - (a) A deck/patio shall be limited to 36 inches in height.
 - (b) A deck/patio shall be allowed only above 438 feet mean sea level.
 - ii. Setback
 - (a) The minimum side yard setback for a deck/patio is 10 feet.
 - iii. Building Materials
 - (a) Building materials shall comply with the Materials Specifications of the City of Dallas' Construction Permit Application Lake Structures Lake Ray Hubbard.
 - (b) A deck/patio must be built using water resistant wood or synthetic equivalent and/or native stone.
 - (c) Stairs with handrails made of water resistant wood or synthetic equivalent shall be allowed with a deck/patio.



- (d) Any railing built on a deck/patio shall have a water resistant wood, such as cedar or redwood, or synthetic equivalent picket with steel tubing railings.
7. **Landside Gazebo:** A permanent stand-alone roofed trellis structure opened on all sides with places for sitting.
- a. General Requirements
 - i. A landside gazebo shall not be allowed at, upon or over the Lake.
 - ii. One (1) landside gazebo is permitted per lot.
 - iii. A landside gazebo must be durable and meet or exceed Town standards and the standards in the City of Dallas' Construction Permit Application Lake Structures Lake Ray Hubbard.
 - b. Dimensional Standards
 - i. Height and Depth
 - (a) A landside gazebo shall not exceed one (1) story in height.
 - (b) The maximum roof height shall be 21 feet. This height is measured from the top of the boathouse catwalk to the vertex of landside gazebo's main roof.
 - (c) A landside gazebo shall not be allowed below 438 feet mean sea level.
 - ii. Setback
 - (a) The minimum side yard setback for a landside gazebo is 10 feet.
 - iii. Building Materials
 - (a) Building materials shall comply with the Materials Specifications of the City of Dallas' Construction Permit Application Lake Structures Lake Ray Hubbard.
 - (b) A landside gazebo roof shall be built with one of the following systems; clay tiles, standing metal seemed (architectural quality), slate shingles, concrete shingles, or ceramic shingles.
 - (c) The side trellis of a landside gazebo shall be built using wood or synthetic equivalent.
 - (d) A landside gazebo shall be built using steel reinforced concrete piers.
 - (e) **Masonry** may be used as a base for a landside gazebo and Masonry columns may be built up to the landside gazebo's roof overhang / eaves.
 - (i) Natural Masonry products such as; cut limestone, rough limestone, brick, or river rock are acceptable.
 - (ii) Masonry colors for the base and columns shall match an exterior color of the primary residential structure.
 - iv. Architectural Standards
 - (a) A landside gazebo may have a hipped roof, gable roof, or hip and /or gable with a clerestory.
 - (b) A landside gazebo may have a clerestory built on the roof as an architectural accent.
 - (c) The pitch of a landside gazebo roof shall be built at a 2:1 ratio with all roof styles.
 - (d) The colors of roof shingles or roof systems that shall be allowed will match or closely relate to the primary residential building's roof color.
 - (e) A landside gazebo shall not have an overhang greater than 18 inches.

8. Picnic Table

 - a. General Requirements
 - i. A picnic table shall be open-air with no roof covering.



- ii. One (1) picnic table is permitted on a lot.
 - iii. No picnic tables shall be allowed at, upon or over the Lake.
 - b. Dimensional Standards
 - i. Height and Depth
 - (a) The top of the table shall be no higher than 36 inches maximum.
 - (b) A picnic table shall be allowed only above 438 feet mean sea level.
 - ii. Setback
 - (a) The minimum side yard setback for a fixed pier is 10 feet.
 - iii. Building Materials
 - (a) The surface area for a permanent picnic table shall be concrete, oven-fired brick, and/or native stone.
- D. Landscape Standards
 - 1. Landscaping must complement and be integrated into the existing woodlands and wetlands.
 - 2. Landscaping shall be allowed only above 438 feet mean sea level.
 - 3. The use of native stone retaining walls is allowable above 435.5 feet mean sea level.
 - 4. Hedge rows and shrub rows are not permitted.
 - 5. Landscaping requiring the use of pesticides, herbicides, fungicides, or preservatives is not permitted
 - 6. Landscaping that can lead to lake siltation and/or shoreline erosion is not allowed permitted.
 - 7. Mulch is prohibited below 438 feet mean sea level elevation.
- E. General Outdoor Lighting Standards
 - 1. All outdoor lighting is to have shields which deflect light downward.
 - 2. Outdoor lighting shall not be allowed below 438 feet mean sea level except for catwalk lighting.
 - 3. Poled outdoor lighting fixtures shall be allowed only above 438 feet mean sea level.
 - 4. Poles used for outdoor lighting must be either aluminum or steel.
 - a. Wood or concrete poles used for outdoor lighting are not allowed.