

**MEETING
Town of Little Elm
100 W Eldorado Parkway
Little Elm, Texas 75068-5060**

**214-975-0404
<http://www.littleelmtx.us>**

Workshop, Public Hearing & Regular Council

**Tuesday, September 20, 2016 - 6:00 PM
Town Council Chambers
100 West Eldorado Parkway
Little Elm, TX 75068**

1. Call to Order Council Work Shop at 6:00 p.m.
 - A. Items to be withdrawn from Consent Agenda.
 - B. Emergency Items if posted.
 - C. Request by the Town Council for items to be placed on a future agenda for discussion, and recognition of excused absences.
 - D. Discussion regarding fireworks ordinance. (Council member Blais) 7
 - E. Discussion regarding renaming of Clark Street to Lakefront Drive. (Mayor Hillock) 8
 - F. Presentation of monthly updates from department heads concerning law enforcement activities, municipal court, customer service, emergency medical services, fire department response, fire prevention activities, emergency management, ongoing economic development projects, building permits, code enforcement activities, library activities, human resources updates, information technology report, revenue and expenditure report, street construction status, sanitation services, highway construction status, utility operations, parks and recreation activities, as well as facility and fleet updates.
 - G. Council to highlight items on the agenda needing further discussion or comments prior to the regular session.
2. Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.
3. Pledge to the Flags:
 - A. United States Flag

B. Texas Flag:

Honor the Texas Flag I pledge allegiance to thee Texas,
one state under God, one and indivisible.

4. Public Comments: Persons may address the Town Council on any issue. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meeting Act, the council may not comment or deliberate such statements during this period, except as authorized by Section 551.072, Texas Government Code.
5. Consent Agenda: All matters listed under the Consent Agenda are considered to be routine by the Town Council and require little or no deliberation. There will not be a separate discussion of these items and the agenda will be enacted by one vote. If the Council expresses a desire to discuss a matter listed, that item will be removed from the consent agenda and considered separately:
 - A. Minutes of the September 6, 2016 Workshop, Public Hearings and Regular Meeting. (Town Secretary Kathy Phillips) 9
 - B. Minutes of the September 13, 2016 Special Meeting. (Town Secretary Kathy Phillips) 17
 - C. Final Plat Valencia on the Lake Phase 3A, from Petitt Barraza, generally located long Barx Drive and Miramar Drive, within Little Elm's Town Limits. (Town Planner Lisa Reich) 19
 - D. Final Plat Valencia on the Lake Phase 3B from Petitt Barraza, generally located along Almassera Drive and Olivereta Drive, within Little Elm's Town Limits. (Town Planner Lisa Reich) 23
 - E. Final Plat Valencia on the Lake Phase 3C from Petitt Barraza, generally located along Miramar Drive and Casinos Drive, with Little Elm's Town Limits. (Town Planner Lisa Reich) 27
 - F. Final Plat Union Park Phase 2C, from Jones and Carter, generally located along Union Park Boulevard East and Shady Trail, within Little Elm's Town Limits. (Town Planner Lisa Reich) 31
 - G. Final Plat Hillstone Point Phase 1, from Petitt Barraza, generally located east of Oak Grove Road and west of Bluestone Road, within Little Elm's Town Limits. (Town Planner Lisa Reich) 35
 - H. Preliminary Plat Prairie Oaks, Prairie Oaks, Ltd., generally located east of Oak Grove Road and north of Lloyd's Road, within Little Elm's ETJ. (Town Planner Lisa Reich) 38

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| I. | Final Plat Peach Addition, from KAZ Surveying Inc., generally located west of Kayewood Drive and approximately 50 feet south of Mulberry Drive, within Little Elm's Town Limits. (Town Planner Lisa Reich) | 44 |
| J. | Approve the purchase of a used boat with interactive play features from Tarzan Watersports and Toys, LLC. (Purchasing Agent Dawn Berry) | 47 |
| K. | Award Bid 2016-67 for asphalt to Austin Asphalt as the Primary Vendor and Reynolds Asphalt as the Secondary Vendor at the unit prices listed. (Purchasing Agent Dawn Berry) | 49 |
| L. | Approval of Interlocal Agreement between the Town of Little Elm, Texas and Denton County Fresh Water Supply District 8-C for Miller Elementary Traffic Control Devices. (Town Engineer Kimberly Brawner) | 51 |
| M. | Direct Staff to prepare a response letter to the Texas Comptroller of Public Accounts expressing the Town's intent to call for an election to reauthorize the ¼% Sales and Use Tax for Street Maintenance. (Director of Public Works Kevin Mattingly) | 61 |
| N. | Approve and accept donation deed for proposed Fire Station # 3 land per Union Park Development Agreement and authorize the Mayor to execute any documents for the same. (Director Development Services Jason Laumer) | 69 |
| O. | Approve Surplus Right of Way Agreement between the developer, Greenway Little Elm, L.P., and the Town of Little Elm and authorize the Town Mayor to execute for the same. (Director of Development Services Jason Laumer) | 99 |
| P. | Approve Surplus Right of Way Agreement between the developer, Garza Lane, Ltd., and the Town of Little Elm and authorize the Town Mayor to execute for the same. (Director of Development Services Jason Laumer) | 114 |
| Q. | Approve an Engineering Task Order for the Surplus Right of Way services between the Town of Little Elm and Freese & Nichols for the amount of \$35,000 and authorize the Town Manager to execute a contract for the same. (Director of Development Services Jason Laumer) | 129 |
| 6. | Continue Public Hearing regarding request for a Specific Use Permit for self-storage on approximately 1.99 acres of land generally located north of Old Witt Road and approximately 300 feet west of FM 423, currently zoned Light Industrial (LI). All citizens are welcome to attend the hearing and participate in same. (Town Planner Lisa Reich) | |
| A. | Continue Public Hearing: | |
| B. | Receive Public Comments: | |

- C. Close Public Hearing:
- D. Discussion and Action to adopt Ordinance No. 1349 an Ordinance of the Town of Little Elm, Texas amending the Comprehensive Zoning Ordinance of the Town on Little Elm, Texas, herefore amended, by issuing a Specific Use Permit for Self-Storage Use on approximately 1.99 acres of land currently zoned Light Industrial District (LI), generally located north of Old Witt Road and approximately 300 feet west of FM 423, providing that the Specific Use Permit is established subject to certain conditions as set forth herein; providing a savings clause; correcting the official zoning map; providing a penalty; providing a severability clause; providing a repealer clause; and providing for an effective date. (Town Planner Lisa Reich) 136
- 7. Public Hearing on the request to rezone approximately 1.23 acres of land to Single Family 3 (SF-3), generally located to the west of Kayewood Drive and approximately 50 feet south of Mulberry Drive, currently zoned Agricultural (AG), within the town limits of Little Elm, Texas. All citizens are welcome to attend the hearing and participate in same. (Town Planner Lisa Reich)
 - A. Staff Comments:
 - B. Open Public Hearing:
 - C. Receive Public Comments:
 - D. Close Public Hearing:
 - E. Discussion and Action to adopt Ordinance No. 1352 an Ordinance of the Town of Little Elm, Texas, amending the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, by rezoning approximately 1.23 acres of land from Agriculture District (AG) to Single Family 3 (SF-3); generally located west of Kayewood Drive and approximately 50 feet south of Mulberry Drive, within the town limits of Little Elm; providing a saving clause; correcting the official zoning map; providing a penalty; providing a severability clause; providing a repealer clause; and providing an effective date. (Town Planner Lisa Reich) 147
- 8. Reports and requests for Town Council consideration and appropriate action:
 - A. Discussion and Action to appointment two (2) members of Council to serve on the interview committee for all Boards and Commissions. (Council) 151
 - B. Discussion and Action to adopt Ordinance No. 1353 an Ordinance of the Town Council of Little Elm, Texas ("TOWN"), authorizing certain budget amendments pertaining to the Fiscal Year 2015-2016 Budget; and providing an effective date. (Chief Financial Officer Karla Stovall) 152

C.	Discussion and Action to approve Resolution No. 09201601 a Resolution setting a Public Hearing under Sec. 372.009 of the Texas Local Government Code for the Creation of a Public Improvement District within the Extraterritorial Jurisdiction of the Town of Little Elm, Texas; and authorizing the Issuance of Notice by the Town Secretary of Little Elm, Texas regarding the Public Hearing. (Director of Development Services Jason Laumer)	156
9.	FYI: (All matters are provided to the Town Council for informational purposes only)	
A.	Town Secretary Monthly Report for August 2016.	184
B.	Development Services Monthly Report for August 2016.	185
C.	Public Works Monthly Report for August 2016.	186
D.	Police Department Monthly Reports for August 2016.	199
E.	Fire Department Monthly Reports for August 2016.	219
F.	Parks, Recreation and Library Monthly Reports for August 2016.	221
10.	Council will convene in Executive Session pursuant to Texas Government Code:	
A.	Section 551.071 for private consultation with the Town Attorney to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.	
1.	Matters relating to City of Lakewood Village and Boundary Adjustments.	
B.	Section 551.072 to discuss certain matters regarding real property.	
C.	Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance and duties, of a public officer or employee(s).	
1.	Annual Review of the Town Manager.	
2.	Annual Review of the Town Secretary.	
3.	Annual Review of the Town Attorney.	
4.	Annual Review of the Municipal Court Judge.	
D.	Section 551.076 to discuss security matters.	
E.	Section 551.087 to discuss Economic Development.	

11. Reconvene into Open Session: Discussion and consideration to take any action necessary as the result of the Executive Session.
 - A. Section 551.071 for private consultation with the Town Attorney to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
 1. Matters relating to City of Lakewood Village and Boundary Adjustments.
 - B. Section 551.072 to discuss certain matters regarding real property.
 - C. Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance and duties, of a public officer or employee(s).
 1. Annual Review of the Town Manager.
 2. Annual Review of the Town Secretary.
 3. Annual Review of the Town Attorney.
 4. Annual Review of the Municipal Court Judge.
 - D. Section 551.076 to discuss security matters.
 - E. Section 551.087 to discuss Economic Development.
12. Adjourn Work Shop and Regular Meeting.

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

Persons with disabilities who plan to attend this meeting and who may need auxiliary aide of service such as interpreters for the hearing impaired, reader or large print are requested to contact the secretary at 214-975-0404 two days prior to the meeting so appropriate arrangements can be made. **BRAILLE IS NOT PROVIDED.**

Respectfully,

Town Secretary

This is to certify that the above notice was posted on the bulletin board at the Town Hall Center this 16th day of September 2016.

Council member Blais

Requested this item be placed
on workshop for discussion

MAYOR HILLOCK REQUEST

**Discussion regarding the renaming of
Clark Street to Lakefront Drive**

MINUTES
Town of Little Elm
214-975-0404
<http://www.littleelm.org>

WORKSHOP, PUBLIC HEARING AND REGULAR TOWN COUNCIL MEETING

Tuesday September 6, 2016

Present: Michael McClellan Mayor Pro-tem, Council members James Dominy, Neil Blais, Chip Norman, Nick Musteen, and Stephanie Shoemaker. **Absent:** David Hillock Mayor. **Staff:** Robert Brown, Matt Mueller, Doug Peach, Joe Florentino, Kathy Phillips, Karla Stovall, Dee Dee Hale, Jason Laumer, Lisa Reich, Jennette Killingsworth, Kevin Mattingly, Chad Hyde, Brian Roach, Jeremy Wilson, and Rodney Harrison.

1. Call to Order Council Work Shop *at 6:00 p.m.*
 - a. Items to be withdrawn from Consent Agenda. *None*
 - b. Emergency Items if posted. *None*
 - c. Request by the Town Council for items to be placed on a future agenda for discussion, and recognition of excused absences. Knowledge and excuse Mayor Hillock's absence due to medical issue. Mayor Pro-tem McClellan noted that the Council meeting for October 4th would be cancelled due to National Night Out.
 - d. Presentation of monthly updates from department heads: *Town Manager Matt Mueller* reminded Council of the Special Meeting next Tuesday September 13th to adopt Tax Rate and Fiscal Year Budget.
 - e. Council to highlight items on the agenda needing further discussion or comments prior to the regular session. *None*
2. **Roll Call/Call to Order** Regular Town Council Immediately Following Council Workshop.
3. Pledge to the Flags:
 - a. United States Flag
 - b. Texas Flag
4. Announcements/Presentations:
 - a. Robert Medigovich Municipal Coordinator for Community Waste Disposal (CWD) presented Mayor Pro-tem McClellan with the Keep Texas Beautiful Certificate of Merit Award.
 - b. Mayor Pro-tem Michael McClellan read and presented Proclamation for National Payroll Week to Crystal Williamson.
 - c. Mayor Pro-tem Michael McClellan read Proclamation for Constitution Week.
5. Public Comments: *None*

6. Upon motion by Council member Norman and second by Council member Blais the members **voted 6-0** to approve the Consent Agenda as presented:
 - a. **Minutes** of the August 16, 2016 Workshop, Public Hearings and Regular Meeting.
 - b. **Minutes** of the August 9, 2016 Budget Workshop.
 - c. **Agreement** for Architectural Consulting Services for the Service Center Expansion to Hidell & Associates Architects in an amount not to exceed \$93,400.00.
 - d. **Final Plat** Paloma Creek 3C from Petitt Barraza, generally located along Yellowthroat Drive and east of Spoonbill Drive, within Little Elm's ETJ.
 - e. **Annual** Update to Valencia Public Improvement District (PID) and Assessment Plan and Assessment Roll.
 - f. **Purchase** of the software license renewals for the period of August 1, 2016 to July 2017 at the unit prices listed.
 - g. **Authorize** the Town Manager to execute any and all contract documents associated with the renewal of employee benefits Blue Cross Blue Shield of Texas, Humana, Superior Vision and Mutual of Omaha.
7. **ANNOUNCEMENT: Council will now recess and convene into meeting of the TIRZ #3 Board. Will reconvene Regular Council Meeting immediately following adjournment of the TIRZ #3 Board.**

Council recessed at 6:15 p.m.

Reconvened at 6:19 p.m.

8. Upon motion by Council member Musteen and second by Council member Shoemaker the members **voted 6-0** to adopt Ordinance No. 1346 an Ordinance of the Town of Little Elm, Texas, annexing adjacent and contiguous territory, as described in attached legal description and as depicted in the attached location map, to the Town of Little Elm, Texas; finding that all necessary and required legal conditions have been satisfied; providing that such area shall become a part of the Town and that the owners and inhabitants thereof shall be entitled to the rights and privileges of other citizens and be bound by the acts, ordinances, resolutions, and regulations of the Town of Little Elm now in effect and to be hereafter adopted; approving and adopting a Service Plan for the annexed area; further providing for amending and correcting the official boundaries of the Town as heretofore adopted; providing a savings clause; correcting the official zoning maps; providing a severability clause; providing a repealer clause; and providing an effective date. (Lincoln Park North)
9. Public Hearing regarding town initiated request to zone approximately 2.9 acres of land to Light Commercial (LC) and zone approximately 17.35 acres of land to Multi-family (MF), generally located on the northeast corner of University Drive and Oak Grove Parkway, outside Little Elm's town limits.

- a. Staff Comments: ***Town Planner Lisa Reich*** stated this is a Town-initiated zoning request. The proposed Light Commercial District and Multi-Family requested zoning is proposed to match the current uses of the properties, and the proposed FLUP designations of Retail/Office and High Density Residential, respectively, are complimentary to the proposed zoning. Staff recommends approval of the proposed zonings and FLUP designations. On August 18th the Planning and Zoning Commission unanimously recommended approval of the proposed zonings and FLUP designations.
 - b. Opened Public Hearing ***at 6:23 p.m.***
 - c. Received Public Comments: ***None***
 - d. Closed Public Hearing ***at 6:24 p.m.***
 - e. Upon motion by Council member Musteen and second by Council member Blais the members ***voted 6-0*** to adopt Ordinance No. 1347 an Ordinance of the Town of Little Elm, Texas, amending the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, by zoning approximately 2.9 acres of land to Light Commercial District (LC) and designating a Retail/Office Future Land Use Plan Category, and zoning approximately 17.35 acres of land to Multi-Family District (MF) and designating a High Density Residential Future Lane Use Plan Category, generally located on the northeast corner of Oak Grove Parkway and University Drive, and a sliver located south of University Drive and East of Oak Grove Parkway, outside of Little Elm's town limits; providing a saving clause; correcting the official zoning map; providing a penalty; providing a severability clause; providing a repealer clause; and providing an effective date.
10. Public Hearing on the request to rezone approximately 28.3 acres of land to Planned Development – Single Family (PD-SF), and rezone approximately 13.765 acres from Agricultural (AG) to Planned Development-Single Family (PD-SF) to allow for expansion of Hillstone Pointe subdivision, generally located on the northeast corner of University Drive and Oak Grove Parkway, outside and within, respectively, the town limits of Little Elm, Denton County, Texas.
- a. Staff Comments: ***Town Planner Lisa Reich*** informed council that the request to zoning approximately 28.3 acres was received by the Town. That the 13.765 acre tract was annexed by a boundary adjustment agreement between the Town of Lincoln Park and the Town of Little Elm effective May 4, 2015. A public hearing at that time was never conducted on the zoning of this property, so the Agricultural (AG) zoning that is automatically assigned as a place-holder to newly annexed property remains. Staff proposes to amend PD #1261 to include the subject properties in the Hillstone Pointe single family subdivision, and hold them to the existing Planned Development regulations, which are attached. In addition staff proposes to assign the Low Density Residential Future Land Use Plan category to both properties. Staff is recommending approval of the proposed zonings and FLUP designations. On August 18th the Planning and Zoning Commission voted unanimously to approve.
 - b. Opened Public Hearing ***at 6:27 p.m.***
 - c. Received Public Comments: Resident asked if any one lived on property.

- d. Closed Public Hearing **at 6:28 p.m.**
 - e. Upon motion by Council member Norman and second by Council member Shoemaker the members **voted 6-0** to adopt Ordinance No. 1348 an Ordinance of the Town of Little Elm, Texas, amending the Comprehensive Zoning Ordinance, herefore amended, by zoning approximately 28.3 acres of land to Planned Development-Single Family (PD-SF4), and rezoning approximately 13.765 acres of land from Agriculture District (AG) to Planned Development-Single Family District (PD-SF4) to allow for the expansion of Hillstone Pointe Subdivision (Ordinance No. 1261), and assigning the Future Lane Use Plan Category Low Density Residential to the total area of approximately 42.065 acres, generally located on the northeast corner of University Drive and Oak Grove Lane; providing a savings clause; correcting the official zoning map; providing a penalty; providing a severability clause; providing a repealer clause; and providing an effective date.
11. Public Hearing regarding request for a Specific Use Permit for self-storage on approximately 1.99 acres of land generally located north of Old Witt Road and approximately 300 feet west of FM 423, currently zoned Light Industrial (LI).
- a. Staff Comments: **Town Planner Lisa Reich** reported to council that Chapter 106 of the Little Elm Code of Ordinances requires self-storage uses to obtain a Specific Use Permit (SUP) to legally operate in Light Industrial (LI) districts. An SUP is required of uses that zoning ordinance may allow, but uses that should be specially approved for situational suitability. The purpose of the SUP requirement is to allow the Town to determine the appropriateness of a proposal. Thus, Council has broad discretionary approval of the requested SUP. The Future Lane Use Plan (FLUP) designates the subject property with a Business Commercial land use category, which is appropriate for the use of self-storage. The requested SUP, if approved, would not be in conflict with the FLUP. The subject property is located on approximately 1.99 acres on Old Witt Road, flanked by auto repair and outdoor auto storage to the west and soon- to-be opening retail strip to the east. A manufacturing company operates to the north and the property to the south is the City of Frisco. This property will have direct access from Old Witt Road and a new fire lane will be split between the subject property and the auto repair to the west. An easement for cross access to the Crossing Church to the northeast will be included in the plat, although it will not be constructed at this time. This easement will be directly south of the communication tower that is screened by a masonry wall and is to remain. The architectural elevations exceed the requirement for Industrial zoning districts, and meet the 80% brick/stone requirement for primary facades, as shown in the attached conceptual renderings. In the attached regulations, the applicant proposes a reduction of required building articulation and auxiliary design standards due to the proportions that would be required on the extra-large structure. The building is proposed to be 4 stories and have a height of approximately 53 feet, which is less than the 60 foot maximum height restriction. Most of the landscaping requirements meet compliance, aside from the small amount of interior canopy trees due to the large building footprint, and the canopy trees requirement along the eastern property line, which is proposed, instead to have groups of slender evergreen shrubs that are

3 feet tall at the time of planting to create screening. Both of these are listed in the regulations. Other items in the regulations include burying the overhead power lines that are not along Old Witt Road, removing wooden fencing and only replacing the fencing that compiles with the Code of Ordinances, a reduction in parking, and allowing for an apartment for the property manager, if necessary.

Making note that a protest form was submitted by an adjacent property owner than owns more than 20% of the land within the 200 foot buffer. This triggers the requirement that this zoning request shall not be approved unless three-fourth of the present council members vote in support of the application. Staff does not offer a recommendation. On August 18th the Planning and Zoning Commission made a recommendation to approve the proposed zoning with a vote of 3-2.

- b. Opened Public Hearing **at 6:49 p.m.**
- c. Received Public Comments: Applicant Jarrod Yates 2200 Kava Plano, Texas was present and gave council power point presentation. That he would like to work with Council and Staff to make the project work. Dave Carrington 2027 Witt Road Frisco, Texas addressed the council on his concerns of the height, traffic and decrease in his property value. Liz Perkins 2584 Rain Dance Drive, Little Elm, Texas spoke against the proposed storage basically due to the height of the buildings. Other concerns by council was color, height, hours of access and was this the ideal location. Statement was made that with the zoning on the property and town ordinances others could come in a build up to the 60 feet in height.
- d. Closed Public Hearing **at 6:52 p.m.**
- e. Upon motion by Council member Norman and second by Council member Musteen the members **voted 6-0 to Reopened Public Hearing and Table** until the September 20th meeting Ordinance No. 1349 an Ordinance of the Town of Little Elm, Texas amending the Comprehensive Zoning Ordinance of the Town on Little Elm, Texas, herefore amended, by issuing a Specific Use Permit for Self-Storage Use on approximately 1.99 acres of land currently zoned Light Industrial District (LI), generally located north of Old Witt Road and approximately 300 feet west of FM 423, providing that the Specific Use Permit is established subject to certain conditions as set forth herein; providing a savings clause; correcting the official zoning map; providing a penalty; providing a severability clause; providing a repealer clause; and providing for an effective date.

12. **Public Hearing:** Conduct Public Hearing to receive public comments and take necessary action on the Proposed Budget for the Town of Little Elm FY 2017.

- a. Staff Comments: **Chief Financial Officer Karla Stovall** stated that the purpose of the public hearing is to comply with Local Government Code and the Town Charter requirement for budget adoption. The Proposed Budget was discussed at a Council Workshop on August 9th and has been placed on file with the Town Secretary in addition to being placed on the Town's web site for public inspection. A Notice of the Budget Hearing as published in the Denton Record Chronicle. The council cannot take any action regarding the budget at this hearing. The sole purpose of the public hearing is to provide the public an opportunity to address council regarding the proposed budget for Fiscal Year 2017.

- b. Opened Public Hearing *at 7:27 p.m.*
 - c. Received Public Comments: Resident asked what changes if any.
 - d. Closed Public Hearing *at 7:28 p.m.*
 - e. Upon motion by Council member Blais and second by Council member the members Dominy **voted 6-0** to postpone the final budget vote until the September 13, 2016 Council Meeting at 6:00 p.m. at Town Hall at 100 W. Eldorado Parkway, Little Elm, Texas 75068.
13. Public Hearing: Conduct 2nd public hearing on the Town's proposed Property Tax Rate for the Town of Little Elm for Fiscal Year 2017.
- a. Staff Comments: **Chief Financial Officer Karla Stovall** informed council that this was the 2nd public hearing on the proposed Property Tax Rate for the Fiscal Year 2017. In accordance with the "Truth in Taxation" laws of the State of Texas, if an entity's proposed tax rate exceeds the effective rate, the entity is required to vote to place a proposal for adoption of budget and tax rate, publish notices and conduct two public hearings. Town Council conducted the first of the two required hearings on August 16, 2016. The second public hearing is held tonight September 6, 2016. The Town Council cannot take any action regarding the tax rate at these public hearings. The sole purpose of the public hearing is to provide the public an opportunity to address council regarding the proposed tax rate. **Make note:** (d) **Announcement** that must be read at the close of the public hearing.
 - b. Opened 2nd Public Hearing *at 7:30 p.m.*
 - c. Received Public Comments: Resident asked if any changes.
 - d. **Announcement: "The Little Elm Town Council will consider the Ordinance to adopt the Tax Rate for the Town of Little Elm Fiscal Year 2017 at the September 13, 2016 Council Meeting at 6:00 p.m. at the Town Hall located at 100 W. Eldorado Parkway, Little Elm, Texas 75068. Members of the public are encouraged to attend the hearings and express their views to the Mayor and Council".**
 - e. Closed 2nd Public Hearing *at 7:31 p.m.*
14. Public Hearing: to discuss a proposal by the Town to add amenities to Little Elm Park, which will include activities in the 100-year floodplain. The 100-year floodplain is the land that is predicted to flood during a 100-year storm, which has a 1% change of occurring in any given year. The Town proposes to request grant-funding from the Texas Parks and Wildlife Department to install additional amenities at Little Elm Park, including, but not limited to overnight campsites and restrooms. The minimal anticipated environmental impacts to the 100-year floodplain will be discussed and open for public comments during the meeting. The Town will take action regarding authorizing by resolution the submittal of the application to the Texas Park and Wildlife Department at this meeting. People who may be affected by activities in the floodplain and those who have an interest in the protection of the natural environment will be given the opportunity to express their concerns and providing information about these areas. Staff will be available at the meeting to provide clarification and address any questions.

- a. Staff Comments: *Director of Development Service Jason Laumer* informed council that a public hearing is one of the needed requirements in order to apply for the Texas Parks & Wildlife Department Outdoor Grant. The grant if awarded would be to assist in the development of campsites at Little Elm Park. With additional amenities such as restrooms.
- b. Opened Public Hearing *at 7:34 p.m.*
- c. Received Public Comments: A local resident commended council on the amenities in the parks and improvement being made.
- d. Closed Public Hearing *at 7:35 p.m.*
- e. Upon motion by Council member Norman and second by Council member Dominy the members *voted 5-1* (Council member Blais abstained due to potential conflict of interest) to adopt Resolution No. 09061603 a Resolution by the Town of Little Elm designating the Town Director of Development as responsible for, acting for, and on behalf of the Town of Little Elm in dealing with the Texas Parks and Wildlife Department for the purpose of participating in the Local Park Grant Program, herein after referred to as the "Program"; certifying that the Town of Little Elm is eligible to receive program assistance; certifying that the Town of Little Elm matching share is readily available; and dedicating the proposed site for permanent (or for the term of the lease of the property) Public Park and Recreational Uses.

15. Reports and requests for Town Council consideration and appropriate action:

- a. Upon motion by Council member Shoemaker and second by Council member Musteen the members *voted 6-0* to approve Resolution No. 09061602 a Resolution of the Town Council of the Town of Little Elm, Texas giving consent to the Issuance of Unlimited Tax Road Bonds by Highway 380 Municipal Management District No. 1, a Conservation and Reclamation District located with the corporate boundaries of the Town.
- b. Upon motion by Council member Shoemaker and second by Council member Norman the members *voted 5-1* (Council member Blais abstained due to potential conflict of interest) to approve Resolution No. 09061604 a Resolution by the Town of Little Elm to prohibit drilling or mining or the reopening of any abandon well or mine in the public parkland located within Little Elm Park.
- c. Upon motion by Council member Blais and second by Council member Dominy the members *voted 6-0* to approve the 380 Economic Development Program and Agreement Amendment #2 between the Town of Little Elm and Palladium USA International, Inc. and authorize the Town Mayor to execute agreement for the same.

16. Council convened in Executive Session *at 7:45 p.m.* pursuant to Texas Government Code:

- Section 551.071 for private consultation with the Town Attorney to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.

a. Matters relating to City of Lakewood Village and Boundary Adjustments.

- Section 551.072 to discuss certain matters regarding real property.
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

17. Reconvened into Open Session **at 8:16 p.m.** Discussion and consideration to take any action necessary as the result of the Executive Session.

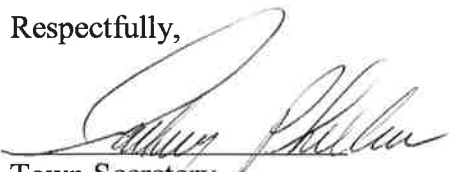
- Section 551.071 for private consultation with the Town Attorney to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.

a. Matters relating to City of Lakewood Village and Boundary Adjustments. ***No Action Taken***

- Section 551.072 to discuss certain matters regarding real property. ***No Action Taken***
- Section 551.076 to discuss security matters. ***No Action Taken***
- Section 551.087 to discuss Economic Development. ***No Action Taken***

18. Adjourned Work Shop and Regular Meeting **at 8:17 p.m.**

Respectfully,



Town Secretary

Passed and Approved this _____ day of _____ 2016.

MINUTES
Town of Little Elm
100 W Eldorado Parkway
214-975-0404
<http://www.littleelm.org>

SPECIAL MEETING

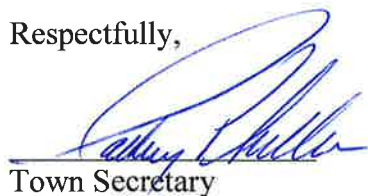
Tuesday September 13, 2016

Present: David Hillock Mayor, Michael McClellan Mayor Pro-tem and Council members Neil Blais, Nick Musteen, and Stephanie Shoemaker. **Absent:** Council member Dominy and Norman. **Staff:** Matt Mueller, Doug Peach, Joe Florentino, Kathy Phillips, Karla Stovall, Jason Laumer, Brian Roach, and Jeremy Wilson.

1. Roll Call/Call to Order Special Meeting *at 6:02 p.m.*
2. Pledge to the Flags:
 - a. United States Flag
 - b. Texas Flag
3. Upon motion by Council member McClellan and second by Council member Shoemaker the members **voted 5-0** to ratify the property tax revenue increase reflected in the annual budget for the Fiscal Year 2016-2017; beginning October 1, 2016 ending September 30, 2017.
4. Upon motion by Council member Blais and second by Council member McClellan the members **voted 5-0** to adopt Ordinance No. 1350 an Ordinance of the Town of Little Elm, Texas, adopting a budget and appropriating resources for Fiscal Year 2016-2017, beginning October 1, 2016 and ending September 30, 2017; in accordance with existing statutory requirements; repealing all conflicting ordinances; containing a severability clause; and providing for an effective date.
5. Upon motion by Council member McClellan and second by Council member Blais the members **voted 5-0** to adopt Ordinance No. 1351 an Ordinance fixing a Tax Rate and Levy for the Town of Little Elm, Texas, for the purpose of paying the current expenses of the Town for the Fiscal Year ending September 30, 2017, and further purpose of creating a Sinking Fund to retire the Principal And Interest of the Bond Indebtedness of the Town; providing for a Lien on all Real and Personal Property to secure payment of tax due thereon; containing a severability clause; repealing all ordinances and part thereof in conflict herewith; and providing for an effective date.

6. Upon motion by Council member McClellan and second by Council member Musteen the members **voted 5-0** to approve Resolution No. 09131601 a Resolution of the Town Council of the Town of Little Elm, Texas, approving certain Tax Increment Reinvestment Zone Number 3 Project Expenditures; providing a severability clause; and providing an effective date.
7. Presentation: **Max Calder, Mobility Manager** for SPAN Denton County gave Council a power point presentation: 1) Overview: Mission Accomplished with \$5.00 Fare, Riders were more selective in FY 16, FY 17 and future years should be relatively predictable, and Review of trips and unduplicated clients. 2) Fiscal Year 2014-2016 Passenger Totals: Fiscal Year 2014 – 88 clients and 3,825 one way passenger trips. Fiscal Year 2015 – 82 Clients and 4,915 one way passenger trips. Fiscal Year 2016 – 78 clients and 2,717 one way passenger trips. 3) Sustainable Service Strategies in General: Market Targeted Approach: Increase Local Contributions for Urban and Rural, Review capacity constraints such as subscription service in conjunction with making our clients aware of off-peak availability. Implement a cloud based IT scheduling system during fiscal year 2017 that is capable of maximizing efficiency: Staff is exploring option that maximize scheduling optimization, simplicity of use, reporting and billing functionality and integration and mapping and Crucial “next evolution” implementation for an operation this size. 4) FY 2017 Service Outlook: Urbanized Funding Commitments and Changes: The Colony budgeting \$101,877 in local support, Coppell Service Contributing \$75,000 in local support and Flower Mound continues to contract with Span for approximately \$35,000 of service. Security Camera Implementation: NCTCOG is overseeing a Cooperative Regional Procurement that will result in all Span vehicles being equipped with Security Cameras. Mr. Calder thanked the Mayor and Council for supporting Span Denton County.
8. Adjourned meeting **at 6:17 p.m.**

Respectfully,



Town Secretary

Passed and Approved this _____ day of _____ 2016.

TOWN OF LITTLE ELM

Town Council

Staff Report



PROJECT:	16-FP-020	Valencia on the Lake Phase 3A Major Revisions
HEARING DATES:	Planning & Zoning Commission:	9-1-16
	Town Council:	9-20-16
REQUEST:	Proposal to final plat 140 residential lots and 5 non-residential lots	
PROPOSED USE:	Low Density Residential	
LOCATION:	The subject property is generally located along Barx Drive and Miramar Drive, within Little Elm's Town Limits.	
SIZE:	Approximately 23.734 acres	
CURRENT ZONING:	Planned Development-Single Family 4 (PD-SF4)	
EXISTING USE / SITE ATTRIBUTES:	Undeveloped	
APPLICANT:	Petitt Barraza	
PROPERTY OWNER:	Valencia on the Lake, LP	
PLANNING ANALYSIS:	The applicant is in the process of completing staff's requested revisions on the Final Plat. The proposed plat is in compliance with Little Elm's subdivision regulations, subject to staff's requested revisions being completed.	
RECOMMENDED ACTION:	<i>On September 1, 2016, the Planning & Zoning Commission unanimously recommended approval of the final plat, subject to staff's requested revisions being completed.</i>	
TOWN CONTACT:	Lisa Reich – Town Planner	
ATTACHMENTS:	Location Map Final Plat	



Image Source: Google 2016

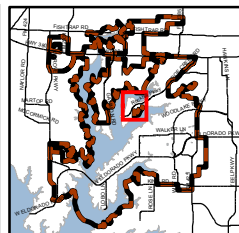


Location Map
 Valencia On The Lake 3A
 Town of Little Elm
 Denton County, TX
 Date: 7/11/2016

0 17,500 35,000
 Feet

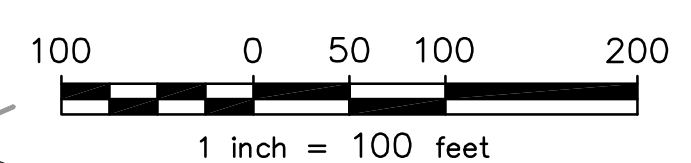
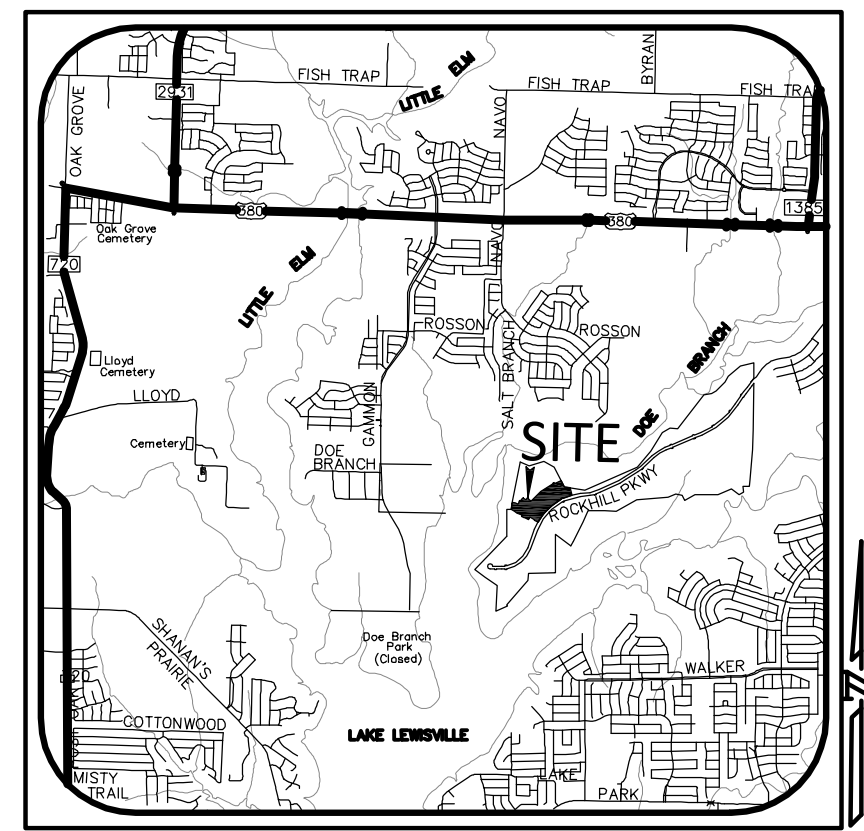
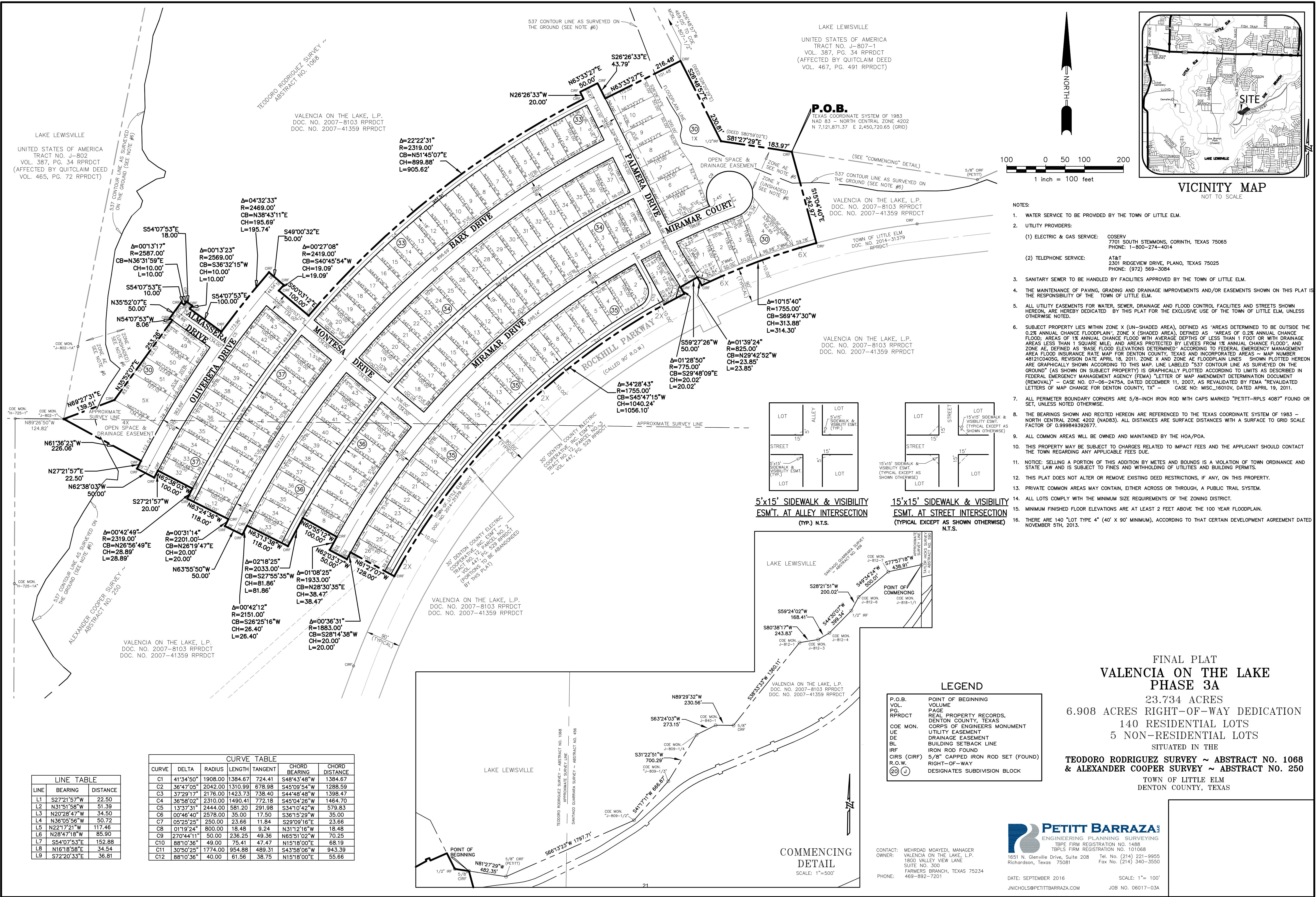
Legend

- Roads
- Valencia On The Lake 3A
- Town Limit
- ETJ

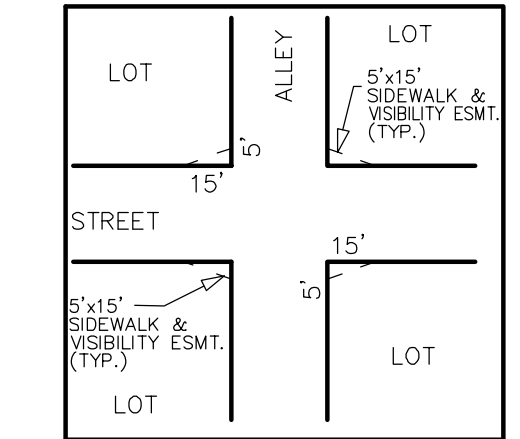


This map is the property of the Town of Little Elm, and is not to be reproduced by any means, mechanical or digital, without written consent of the Town.

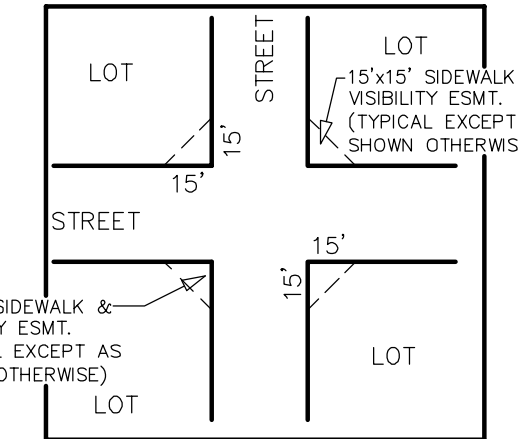
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



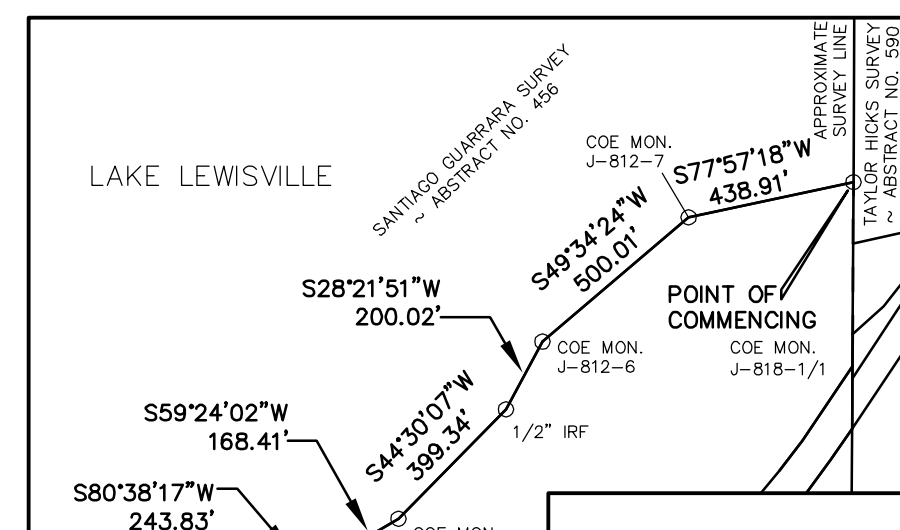
- NOTES:
- WATER SERVICE TO BE PROVIDED BY THE TOWN OF LITTLE ELM.
 - UTILITY PROVIDERS:
 - ELECTRIC & GAS SERVICE: COSERV, 7701 SOUTH STEMMONS, CORINTH, TEXAS 75065, PHONE: 1-800-274-4014
 - TELEPHONE SERVICE: AT&T, 2301 RIDGEVIEW DRIVE, PLANO, TEXAS 75025, PHONE: (972) 569-3084
 - SANITARY SEWER TO BE HANDLED BY FACILITIES APPROVED BY THE TOWN OF LITTLE ELM.
 - THE MAINTENANCE OF PAVING, GRADING AND DRAINAGE IMPROVEMENTS AND/OR EASEMENTS SHOWN ON THIS PLAT IS THE RESPONSIBILITY OF THE TOWN OF LITTLE ELM.
 - ALL UTILITY EASEMENTS FOR WATER, SEWER, DRAINAGE AND FLOOD CONTROL FACILITIES AND STREETS SHOWN HEREON, ARE HEREBY DEDICATED BY THIS PLAT FOR THE EXCLUSIVE USE OF THE TOWN OF LITTLE ELM, UNLESS OTHERWISE NOTED.
 - SUBJECT PROPERTY LIES WITHIN ZONE X (UN-SHADED AREA), DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN"; ZONE X (SHADED AREA), DEFINED AS "AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD"; AND ZONE AE, DEFINED AS "BASE FLOOD ELEVATIONS DETERMINED" ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AREA FLOOD INSURANCE RATE MAP FOR DENTON COUNTY, TEXAS AND INCORPORATED AREAS ~ MAP NUMBER 48121C04056, REVISION DATE APRIL 18, 2011. ZONE X AND ZONE AE FLOODPLAIN LINES SHOWN PLOTTED HEREON ARE GRAPHICALLY SHOWN ACCORDING TO THIS MAP. LINE LABELED "537 CONTOUR LINE AS SURVEYED ON THE GROUND" (AS SHOWN ON SUBJECT PROPERTY) IS GRAPHICALLY PLOTTED ACCORDING TO LIMITS AS DESCRIBED IN FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) "LETTER OF MAP AMENDMENT DETERMINATION DOCUMENT (REMOVAL)" ~ CASE NO. 07-06-2475A, DATED DECEMBER 11, 2007, AS REVALIDATED BY FEMA "REVALIDATED LETTERS OF MAP CHANGE FOR DENTON COUNTY, TX" ~ CASE NO: MISC_16010V, DATED APRIL 19, 2011.
 - ALL PERIMETER BOUNDARY CORNERS ARE 5/8-INCH IRON ROD WITH CAPS MARKED "PETITT-RPLS 4087" FOUND OR SET, UNLESS NOTED OTHERWISE.
 - THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 - NORTH CENTRAL ZONE 4202 (NAD83). ALL DISTANCES ARE SURFACE DISTANCES WITH A SURFACE TO GRID SCALE FACTOR OF 0.99984392677.
 - ALL COMMON AREAS WILL BE OWNED AND MAINTAINED BY THE HOA/POA.
 - THIS PROPERTY MAY BE SUBJECT TO CHARGES RELATED TO IMPACT FEES AND THE APPLICANT SHOULD CONTACT THE TOWN REGARDING ANY APPLICABLE FEES DUE.
 - NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF TOWN ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
 - THIS PLAT DOES NOT ALTER OR REMOVE EXISTING DEED RESTRICTIONS, IF ANY, ON THIS PROPERTY.
 - PRIVATE COMMON AREAS MAY CONTAIN, EITHER ACROSS OR THROUGH, A PUBLIC TRAIL SYSTEM.
 - ALL LOTS COMPLY WITH THE MINIMUM SIZE REQUIREMENTS OF THE ZONING DISTRICT.
 - MINIMUM FINISHED FLOOR ELEVATIONS ARE AT LEAST 2 FEET ABOVE THE 100 YEAR FLOODPLAIN.
 - THERE ARE 140 "LOT TYPE 4" (40' X 90' MINIMUM), ACCORDING TO THAT CERTAIN DEVELOPMENT AGREEMENT DATED NOVEMBER 5TH, 2013.



5'x15' SIDEWALK & VISIBILITY ESM'T. AT ALLEY INTERSECTION (TYP.) N.T.S.



15'x15' SIDEWALK & VISIBILITY ESM'T. AT STREET INTERSECTION (TYPICAL EXCEPT AS SHOWN OTHERWISE) N.T.S.



LEGEND

P.O.B.	POINT OF BEGINNING
POL.	VOLUME
RPDCT	PAGE
COE MON.	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
DE	CORPUS OF ENGINEERS MONUMENT
BL	UTILITY EASEMENT
IRF	DRAINAGE EASEMENT
CIRS (CIRF)	BUILDING SETBACK LINE
R.O.W.	IRON ROD FOUND
(20) (J)	5/8" CAPPED IRON ROD SET (FOUND)
	RIGHT-OF-WAY
	DESIGNATES SUBDIVISION BLOCK

LINE TABLE

LINE	BEARING	DISTANCE
L1	S27°21'57"W	22.50
L2	N31°51'58"W	51.39
L3	N20°28'47"W	34.50
L4	N36°05'56"W	50.72
L5	N22°17'21"W	117.46
L6	N28°47'18"W	85.90
L7	S54°07'53"E	152.88
L8	N16°18'58"E	34.54
L9	S72°20'33"E	36.81

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD DISTANCE
C1	41°34'50"	1908.00	1384.67	724.41	S48°43'48"W	1384.67
C2	36°47'05"	2042.00	1310.99	678.98	S45°09'54"W	1288.59
C3	37°29'17"	2176.00	1423.73	738.40	S44°48'48"W	1398.47
C4	36°58'02"	2310.00	1490.41	772.18	S45°04'26"W	1464.70
C5	13°37'31"	2444.00	581.20	291.98	S34°10'42"W	579.83
C6	00°46'40"	2578.00	35.00	17.50	S36°15'29"W	35.00
C7	05°25'25"	250.00	23.66	11.84	S29°09'16"E	23.66
C8	01°19'24"	800.00	18.48	9.24	N31°12'16"W	18.48
C9	27°04'41"	50.00	236.25	49.36	N65°51'02"W	70.25
C10	88°10'36"	49.00	75.41	47.47	N15°18'00"E	68.19
C11	30°50'25"	1774.00	954.88	489.31	S43°58'06"W	943.39
C12	88°10'36"	40.00	61.56	38.75	N15°18'00"E	55.66

CONTACT: MEHRDAD MOAYEDI, MANAGER
OWNER: VALENCIA ON THE LAKE, L.P.
SUITE NO. 300
FARMERS BRANCH, TEXAS 75234
PHONE: 469-892-7201

PETITT BARRAZA
ENGINEERING PLANNING SURVEYING
TBPFS FIRM REGISTRATION NO. 1488
TBPFS FIRM REGISTRATION NO. 101068
1651 N. Glenview Drive, Suite 208
Richardson, Texas 75081
Tel. No. (214) 221-9955
Fax No. (214) 340-3550
DATE: SEPTEMBER 2016
SCALE: 1"= 100'
JNICHOLS@PETITTBARRAZA.COM
JOB NO. 06017-03A

OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS VALENCIA ON THE LAKE, L.P., IS THE OWNER OF THAT CERTAIN TRACT OF LAND SITUATED IN THE THEODORO RODRIGUEZ SURVEY, ABSTRACT NO. 1068, AND THE ALEXANDER COOPER SURVEY, ABSTRACT NO. 250, IN DENTON COUNTY, TEXAS, AND BEING PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEEDS TO VALENCIA ON THE LAKE, L.P., RECORDED IN INSTRUMENT NO. 2007-8103, OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS (RPRDCT), AND INSTRUMENT NO. 2007-41359, RPRDCT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING at a United States Army Corps of Engineers (USACOE) monument marked "J-818-1/1" found on the called east line of the Santiago Guarrara Survey, Abstract No. 456, said monument also being located on the called "take" line of Lake Lewisville, and being the most northeasterly corner of said Valencia on the Lake, L.P. tract;

THENCE South 77°57'18" West, with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 438.91 feet to a USACOE monument marked "J-812-7" found;

THENCE South 49°34'24" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 500.01 feet to a USACOE monument marked "J-812-6" found;

THENCE South 28°21'51" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 200.02 feet to a 1/2 inch iron rod found;

THENCE South 44°30'07" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 399.34 feet to a USACOE monument marked "J-812-4" found;

THENCE South 59°24'02" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 168.41 feet to a USACOE monument marked "J-812-3" found;

THENCE South 80°38'17" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 243.83 feet to a USACOE monument marked "J-812-1" found;

THENCE South 38°33'33" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 1360.11 feet to a 5/8 inch iron rod with cap found;

THENCE North 89°29'32" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 230.56 feet to a USACOE monument marked "J-840-1" found;

THENCE South 63°24'03" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 273.15 feet, to a USACOE monument marked "J-809-1/4" found;

THENCE South 31°22'51" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 700.29 feet, to a USACOE monument marked "J-809-1/3" found;

THENCE South 41°17'11" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 666.87 feet, to a USACOE monument marked "J-809-1/2" found;

THENCE South 66°13'23" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 1797.71 feet, to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found;

THENCE North 81°27'29" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 482.35 feet to the POINT OF BEGINNING of herein described tract, a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found;

THENCE South 15°04'40" East, leaving said common line, and over and across the Valencia on the Lake, L.P. tract, and a distance of 242.97 feet to a 5/8" iron rod with cap marked "PETITT-4087" found on the northwesterly right-of-way (R.O.W.) line of Rockhill Parkway (called 90-foot R.O.W. described in deed to the Town of Little Elm recorded in Document No. 2014-31379, RPRDCT), said iron rod also being the beginning of a non-tangent curve to the left;

THENCE with said northwesterly R.O.W. line, and with said curve having a central angle of 10°15'40", a radius of 1755.00 feet, a chord which bears South 69°47'30" West, a chord distance of 313.88 feet, for an arc distance of 314.30 feet to the end of said curve, a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner, said iron rod being the beginning of a non-tangent curve to the left;

THENCE continuing with said northwesterly R.O.W. line, and with said curve having a central angle of 01°39'24", a radius of 825.00 feet, a chord which bears North 29°42'52" West, a chord distance of 23.85 feet, for an arc distance of 23.85 feet to the end of said curve, a 5/8-inch iron rod with cap marked "PETITT-4087" found for corner;

THENCE South 59°27'26" West, continuing with said northwesterly R.O.W. line, a distance of 50.00 feet to a 5/8-inch iron rod with capped marked "PETITT-RPLS" found for corner, said iron rod being the beginning of a non-tangent curve to the right;

THENCE continuing with said northwesterly R.O.W. line, and with said curve having a central angle of 01°28'50", a radius of 775.00 feet, a chord which bears South 29°48'09" East, a chord distance of 20.02 feet, for an arc distance of 20.02 feet to the end of said curve, a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner, said iron rod being the beginning of a non-tangent curve to the left;

THENCE continuing with said northwesterly R.O.W. line, and with said curve having a central angle of 34°28'43", a radius of 1755.00 feet, a chord which bears South 45°47'15" West, a chord distance of 1040.24 feet, for an arc distance of 1056.10 feet to the end of said curve, a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner;

THENCE North 61°27'07" West, leaving said northwesterly R.O.W. line of Rockhill Parkway, and over and across said Valencia on the Lake, L.P. tract, a distance of 128.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner, said iron rod being the beginning of a non-tangent curve to the left;

THENCE continuing over and across said Valencia on the Lake, L.P. tract, and with said curve having a central angle of 00°36'31", a radius of 1883.00 feet, a chord which bears South 28°14'38" West, a chord distance of 20.00 feet, for an arc distance of 20.00 feet to the end of said curve, a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner;

THENCE North 62°03'37" West, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner, said iron rod being the beginning of a non-tangent curve to the right;

THENCE continuing over and across said Valencia on the Lake, L.P. tract, and with said curve having a central angle of 01°08'25", a radius of 1933.00 feet, a chord which bears North 28°30'35" East, a chord distance of 38.47 feet, for an arc distance of 38.47 feet to the end of said curve, a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner;

THENCE North 60°55'12" West, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 100.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner, said iron rod being the beginning of a non-tangent curve to the left;

THENCE continuing over and across said Valencia on the Lake, L.P. tract, and with said curve having a central angle of 02°18'25", a radius of 2033.00 feet, a chord which bears South 27°55'35" West, a chord distance of 81.86 feet, for an arc distance of 81.86 feet to the end of said curve, a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner;

THENCE North 63°13'38" West, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 118.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner, said iron rod being the beginning of a non-tangent curve to the left;

THENCE continuing over and across said Valencia on the Lake, L.P. tract, and with said curve having a central angle of 00°42'12", a radius of 2151.00 feet, a chord which bears South 26°25'16" West, a chord distance of 26.40 feet, for an arc distance of 26.40 feet to the end of said curve, a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner;

THENCE North 63°55'50" West, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner, said iron rod being the beginning of a non-tangent curve to the right;

THENCE continuing over and across said Valencia on the Lake, L.P. tract, and with said curve having a central angle of 00°31'14", a radius of 2201.00 feet, a chord which bears North 26°19'47" East, a chord distance of 20.00 feet, for an arc distance of 20.00 feet to the end of said curve, a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner;

THENCE North 63°24'36" West, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 118.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner, said iron rod being the beginning of a non-tangent curve to the right;

continued:

THENCE continuing over and across said Valencia on the Lake, L.P. tract, and with said curve having a central angle of 00°42'49", a radius of 2319.00 feet, a chord which bears North 26°56'49" East, a chord distance of 28.89 feet, for an arc distance of 28.89 feet to the end of said curve, a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner;

THENCE North 62°38'03" West, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 100.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner;

THENCE South 27°21'57" West, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 20.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner;

THENCE North 62°38'03" West, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner;

THENCE North 27°21'57" East, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 22.50 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 61°36'23" West, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 226.06 feet to a USACOE monument marked "J-802-1" found for corner on the aforementioned "take" line and the aforementioned northwesterly line of the Valencia on the Lake, L.P. tract;

THENCE North 69°27'31" East, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 139.51 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 35°52'07" East, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 253.26 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 54°07'53" West, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 8.06 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 35°52'07" East, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 54°07'53" East, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 10.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, said iron rod being at the beginning of a non-tangent curve to the right;

THENCE continuing over and across said Valencia on the Lake, L.P. tract, and with said curve having a central angle of 00°13'17", a radius of 2587.00 feet, a chord which bears North 36°31'59" East, a chord distance of 10.00 feet, for an arc distance of 10.00 feet to the end of said curve, a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 54°07'53" East, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 18.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, said iron rod being the beginning of a non-tangent curve to the left;

THENCE continuing over and across said Valencia on the Lake, L.P. tract, and with said curve having a central angle of 00°13'23", a radius of 2569 .00 feet, a chord which bears South 36°32'15" West, a chord distance of 10.00 feet, for an arc distance of 10.00 feet to the end of said curve, a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 54°07'53" East, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 100.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, said iron rod being the beginning of a non-tangent curve to the right;

THENCE continuing over and across said Valencia on the Lake, L.P. tract, and with said curve having a central angle of 04°32'32", a radius of 2469 .00 feet, a chord which bears North 38°43'11" East, a chord distance of 195.69 feet, for an arc distance of 195.74 feet to the end of said curve, a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner;

THENCE South 49°00'32" East, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner, said iron rod being the beginning of a non-tangent curve to the left;

THENCE continuing over and across said Valencia on the Lake, L.P. tract, and with said curve having a central angle of 00°27'08", a radius of 2419.00 feet, a chord which bears South 40°45'54" West, a chord distance of 19.09 feet, for an arc distance of 19.09 feet to the end of said curve, a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner;

THENCE South 50°03'12" East, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 100.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner, said iron rod being the beginning of a non-tangent curve to the right;

THENCE continuing over and across said Valencia on the Lake, L.P. tract, and with said curve having a central angle of 22°22'31", a radius of 2319.00 feet, a chord which bears North 51°45'07" East, a chord distance of 899.88 feet, for an arc distance of 905.62 feet to the end of said curve, a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner;

THENCE North 26°26'33" West, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 20.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner;

THENCE North 63°33'27" East, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner;

THENCE South 26°26'33" East, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 43.79 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner;

THENCE North 63°33'27" East, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 216.48 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner on the aforementioned "take" line and the aforementioned northwesterly line of the Valencia on the Lake, L.P. tract, from which a USACOE monument marked "J-807-1/2" found bears North 26°48'57" West, a distance of 469.05 feet;

THENCE South 26°48'57" East, with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 230.81 feet to a 1/2-inch iron rod found for corner;

THENCE South 81°27'29" East, continuing with said with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 183.97 feet to the POINT OF BEGINNING of herein described tract, containing a calculated area of 23.734 acres of land.

UTILITY COMPANY APPROVAL

ELECTRIC & GAS COMPANY:	
COSERV	DATE
TELEPHONE COMPANY:	
AT&T	DATE

DEDICATION STATEMENT

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, VALENCIA ON THE LAKE, L.P., acting herein by and through its duly authorized officer, does hereby adopt this plat designating the herein above described property as VALENCIA ON THE LAKE PHASE 3A, an addition to the Town of Little Elm, Texas and does hereby dedicate to the Town of Little Elm (The Town), in fee simple, the streets and public use areas shown hereon, and does hereby dedicate the easements shown hereon for the purposes indicated to The Town's exclusive use forever, said dedications being free and clear of all liens and encumbrances except as shown hereon. No buildings, fences, trees, shrubs or other improvements shall be constructed or placed upon, over or across the easements shown on said plat, at the discretion of The Town and subject to its written approval, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use the same unless the easement limits the use to a particular utility or utilities, said use by public utilities being subordinate to the town's use thereof. Any public utility given the right by the town to use said easements shall have the right to: remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easements, and any public utility shall at all times have the right of ingress and egress to and from and upon any of said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone. I do hereby bind myself, my successors and assigns to forever warrant and defend all and singular the above described streets, easements and rights unto The Town against every person whomsoever comes lawfully claiming or to claim the same or any part thereof. This plat approved subject to all the platting ordinances, rules and regulations of the Town of Little Elm and Denton County, Texas.

Witness my hand this ____ day of _____, 2016.

VALENCIA ON THE LAKE, L.P.,
A TEXAS LIMITED PARTNERSHIP

BY: VALENCIA ON THE LAKE GP, LLC,
A TEXAS LIMITED LIABILITY COMPANY,
ITS GENERAL PARTNER

BY: MEHRDAD MOAYEDI
MANAGER

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 MEHRDAD MOAYEDI, MANAGER OF VALENCIA ON THE LAKE, L.P., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this ____ day of _____, 2016.

Notary public in and for the State of Texas.

My commission expires: _____

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, JIMMIE D. NICHOLS, a Registered Professional Land Surveyor, hereby certify that this plat was prepared from an actual survey made on the ground of the land described hereon, and that the corner monuments shown hereon were properly found or placed under my personal supervision in accordance with the Town of Little Elm and Denton County Subdivision Rules and Regulations.

"PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT."

JIMMIE D. NICHOLS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5184

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 JIMMIE D. NICHOLS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity therein stated.

Given under my hand and seal of office, this ____ day of _____, 2016.

Notary public in and for the State of Texas.

TOWN APPROVAL

Approved by the Town of Little Elm on this ____ day of _____, 2016.

TOWN OFFICIAL	DATE: _____
TOWN OF LITTLE ELM, TEXAS	
TOWN SECRETARY	DATE: _____
TOWN OF LITTLE ELM, TEXAS	

FINAL PLAT
VALENCIA ON THE LAKE
PHASE 3A
23.734 ACRES
6.908 ACRES RIGHT-OF-WAY DEDICATION
140 RESIDENTIAL LOTS
5 NON-RESIDENTIAL LOTS
SITUATED IN THE

TEODORO RODRIGUEZ SURVEY ~ ABSTRACT NO. 1068
& ALEXANDER COOPER SURVEY ~ ABSTRACT NO. 250

TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS



CONTACT: MEHRDAD MOAYEDI, MANAGER
OWNER: VALENCIA ON THE LAKE, L.P.
1800 VALLEYVIEW LANE
SUITE NO. 300
FARMERS' BRANCH, TEXAS 75234
PHONE: 469-892-7201

DATE: SEPTEMBER 2016
JNICHOLS@PETITTBARRAZA.COM
SCALE: 1"= N/A
JOB NO. 06017-03A

TOWN OF LITTLE ELM

Town Council

Staff Report



PROJECT:	16-FP-021	Valencia on the Lake Phase 3B
HEARING DATES:	Planning & Zoning Commission:	9-1-16
	Town Council:	9-20-16
REQUEST:	Proposal to final plat 139 residential lots and 1 non-residential lots	
PROPOSED USE:	Low Density Residential	
LOCATION:	The subject property is generally located along Almassera Drive and Olivereta Drive, within Little Elm's Town Limits.	
SIZE:	Approximately 29.988 acres	
CURRENT ZONING:	Planned Development-Single Family 4 (PD-SF4)	
EXISTING USE / SITE ATTRIBUTES:	Undeveloped	
APPLICANT:	Petitt Barraza	
PROPERTY OWNER:	Valencia on the Lake, LP	
PLANNING ANALYSIS:	The applicant is in the process of completing staff's requested revisions on the final plat. The proposed plat is in compliance with Little Elm's subdivision regulations, subject to the requested revisions being completed.	
RECOMMENDED ACTION:	<i>On September 1, 2016, the Planning & Zoning Commission unanimously recommended approval of the final plat, subject to the requested revisions being completed.</i>	
TOWN CONTACT:	Lisa Reich – Town Planner	
ATTACHMENTS:	Location Map Final Plat	



Image Source: Google 2016



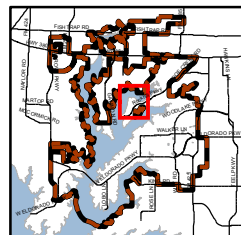
Location Map

Valencia On The Lake 3B
Town of Little Elm
Denton County, TX
Date: 7/12/2016

0 325 650
Feet

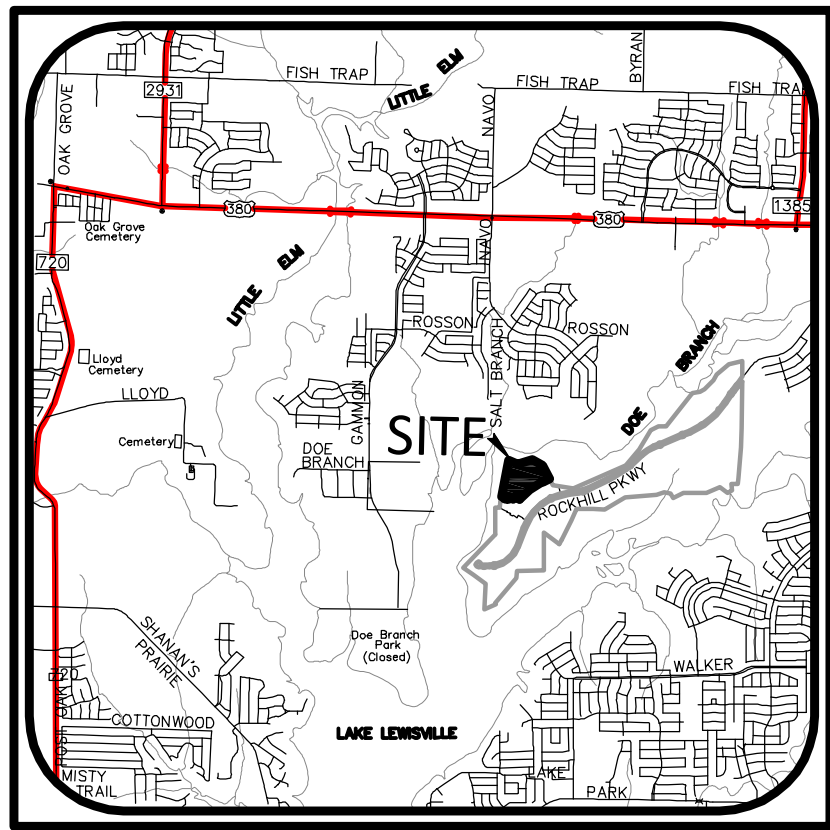
Legend

- Roads
- ValenciaOnTheLakePhase3B
- ETJ 24
- Town Limit

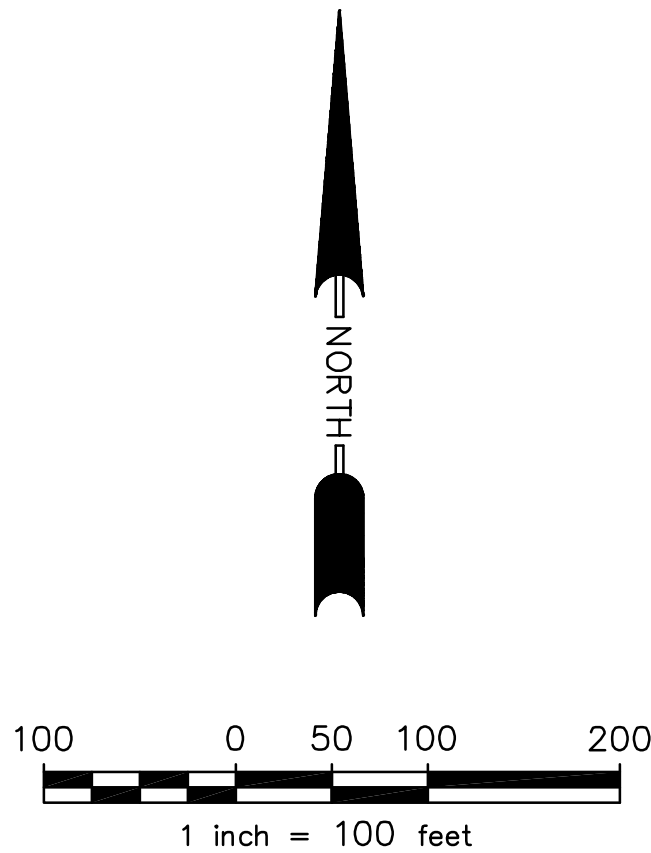


This map is the property of the Town of Little Elm, and is not to be reproduced by any means, mechanical or digital, without written consent of the Town.

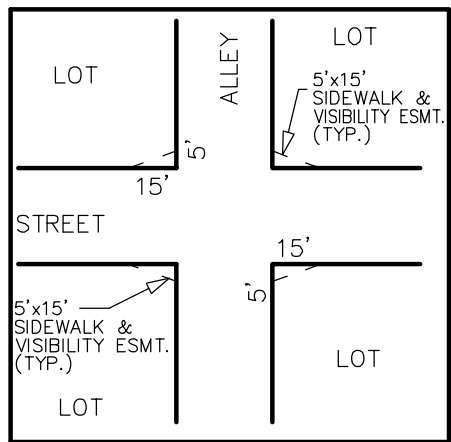
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



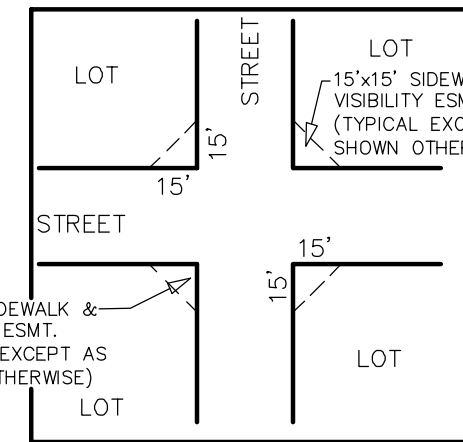
VICINITY MAP
NOT TO SCALE



- NOTES:
- WATER SERVICE TO BE PROVIDED BY THE TOWN OF LITTLE ELM.
 - UTILITY PROVIDERS:
 - (1) ELECTRIC & GAS SERVICE: COSERV
7701 SOUTH STEMMONS, CORINTH, TEXAS 75065
PHONE: 1-800-274-4014
 - (2) TELEPHONE SERVICE: AT&T
2301 RIDGEVIEW DRIVE, PLANO, TEXAS 75025
PHONE: (972) 569-3684
 - SANITARY SEWER TO BE HANDLED BY FACILITIES APPROVED BY THE TOWN OF LITTLE ELM.
 - THE MAINTENANCE OF PAVING, GRADING AND DRAINAGE IMPROVEMENTS AND/OR EASEMENTS SHOWN ON THIS PLAT IS THE RESPONSIBILITY OF THE TOWN OF LITTLE ELM.
 - ALL UTILITY EASEMENTS FOR WATER, SEWER, DRAINAGE AND FLOOD CONTROL FACILITIES AND STREETS SHOWN HEREON, ARE HEREBY DEDICATED BY THIS PLAT FOR THE EXCLUSIVE USE OF THE TOWN OF LITTLE ELM, UNLESS OTHERWISE NOTED.
 - SUBJECT PROPERTY LIES WITHIN ZONE X (UN-SHADED AREA), DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ZONE X (SHADED AREA), DEFINED AS "AREAS OF 0.2% ANNUAL CHANCE FLOOD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD", AND ZONE AE, DEFINED AS "BASE FLOOD ELEVATIONS DETERMINED" ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AREA FLOOD INSURANCE RATE MAP FOR DENTON COUNTY, TEXAS AND INCORPORATED AREAS ~ MAP NUMBER 48121C0405G, REVISION DATE APRIL 18, 2011. ZONE X AND ZONE AE FLOODPLAIN LINES SHOWN PLOTTED HEREON ARE GRAPHICALLY SHOWN ACCORDING TO THIS MAP. LINE LABELED "537 CONTOUR LINE AS SURVEYED ON THE GROUND" (AS SHOWN ON SUBJECT PROPERTY) IS GRAPHICALLY PLOTTED ACCORDING TO LIMITS AS DESCRIBED IN FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) "LETTER OF MAP AMENDMENT DETERMINATION DOCUMENT (REMOVAL)" - CASE NO. 07-06-2475A, DATED DECEMBER 11, 2007, AS REVALIDATED BY FEMA "REVALIDATED LETTERS OF MAP CHANGE FOR DENTON COUNTY, TX" - CASE NO. MISC-16010V, DATED APRIL 19, 2011.
 - ALL PERIMETER BOUNDARY CORNERS ARE 5/8-INCH IRON ROD WITH CAPS MARKED "PETITT-RPLS 4087" FOUND OR SET, UNLESS NOTED OTHERWISE.
 - THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 - NORTH CENTRAL ZONE 4202 (NAD83). ALL DISTANCES ARE SURFACE DISTANCES WITH A SURFACE TO GRID SCALE FACTOR OF 0.999849392677.
 - ALL COMMON AREAS WILL BE OWNED AND MAINTAINED BY THE HOA/POA.
 - THIS PROPERTY MAY BE SUBJECT TO CHARGES RELATED TO IMPACT FEES AND THE APPLICANT SHOULD CONTACT THE TOWN REGARDING ANY APPLICABLE FEES DUE.
 - NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF TOWN ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
 - THIS PLAT DOES NOT ALTER OR REMOVE EXISTING DEED RESTRICTIONS, IF ANY, ON THIS PROPERTY.
 - PRIVATE COMMON AREAS MAY CONTAIN, EITHER ACROSS OR THROUGH, A PUBLIC TRAIL SYSTEM.
 - ALL LOTS COMPLY WITH THE MINIMUM SIZE REQUIREMENTS OF THE ZONING DISTRICT.
 - MINIMUM FINISHED FLOOR ELEVATIONS ARE AT LEAST 2 FEET ABOVE THE 100 YEAR FLOODPLAIN.
 - THERE ARE 139 "LOT TYPE 4" (40' X 90' MINIMUM), ACCORDING TO THAT CERTAIN DEVELOPMENT AGREEMENT DATED NOVEMBER 5TH, 2013.



5'x15' SIDEWALK & VISIBILITY
ESMT. AT ALLEY INTERSECTION
(TYP.) N.T.S.



15'x15' SIDEWALK & VISIBILITY
ESMT. AT STREET INTERSECTION
(TYPICAL EXCEPT AS SHOWN OTHERWISE)
N.T.S.

FINAL PLAT
VALENCIA ON THE LAKE
PHASE 3B

28.988 ACRES
5.955 ACRES RIGHT-OF-WAY DEDICATION
139 RESIDENTIAL LOTS
1 NON-RESIDENTIAL LOT
SITUATED IN THE

TEODORO RODRIGUEZ SURVEY ~ ABSTRACT NO. 1068
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS

PETITT BARRAZA
ENGINEERING PLANNING SURVEYING
TBPB FIRM REGISTRATION NO. 1489
TBPBS FIRM REGISTRATION NO. 101068
1651 N. Glenview Drive, Suite 208
Richardson, Texas 75081
Tel. No. (214) 221-9955
Fax No. (214) 340-3550

DATE: SEPTEMBER 2016
JNICHOLS@PETITTBARRAZA.COM
SCALE: 1"= 100'
JOB NO. 06017-03B

LEGEND

P.O.B.	POINT OF BEGINNING
VOL.	VOLUME
PG.	PAGE
RPRDCT	REAL PROPERTY RECORDS,
COE MON.	DENTON COUNTY, TEXAS
UE	CORPS OF ENGINEERS MONUMENT
DE	UTILITY EASEMENT
BL	DRAINAGE EASEMENT
IRF	BUILDING SETBACK LINE
CIRCS (CIRF)	IRON ROD FOUND
R.O.W.	5/8" CAPPED IRON ROD SET (FOUND)
(29) 1	RIGHT-OF-WAY
	DESIGNATES SUBDIVISION BLOCK

CONTACT: MEHRDAD MOAYEDI, MANAGER
OWNER: VALENCIA ON THE LAKE, L.P.
1800 VALLEY VIEW LANE
SUITE NO. 300
FARMERS BRANCH, TEXAS 75234
PHONE: 469-892-7201

LAKE LEWISVILLE
UNITED STATES OF AMERICA
TRACT NO. J-807-1
VOL. 387, PG. 34 RPRDCT
(AFFECTED BY QUITCLAIM DEED
VOL. 467, PG. 491 RPRDCT)

P.O.B.

TEXAS COORDINATE SYSTEM OF 1983
NAD83 - NORTH CENTRAL ZONE 4202
N 7,122,104.65 E 2,450,434.65 (GRID)

VALENCIA ON THE LAKE, L.P.
DOC. NO. 2007-8103 RPRDCT
DOC. NO. 2007-41359 RPRDCT

$\Delta=22'22.31"$
 $R=2319.00'$
 $CB=S51'45.07"W$
 $CH=899.88'$
 $L=905.62'$

LAKE LEWISVILLE
UNITED STATES OF AMERICA
TRACT NO. J-802
VOL. 387, PG. 34 RPRDCT
(AFFECTED BY QUITCLAIM DEED
VOL. 465, PG. 72 RPRDCT)

TEODORO RODRIGUEZ SURVEY ~
ABSTRACT NO. 1068

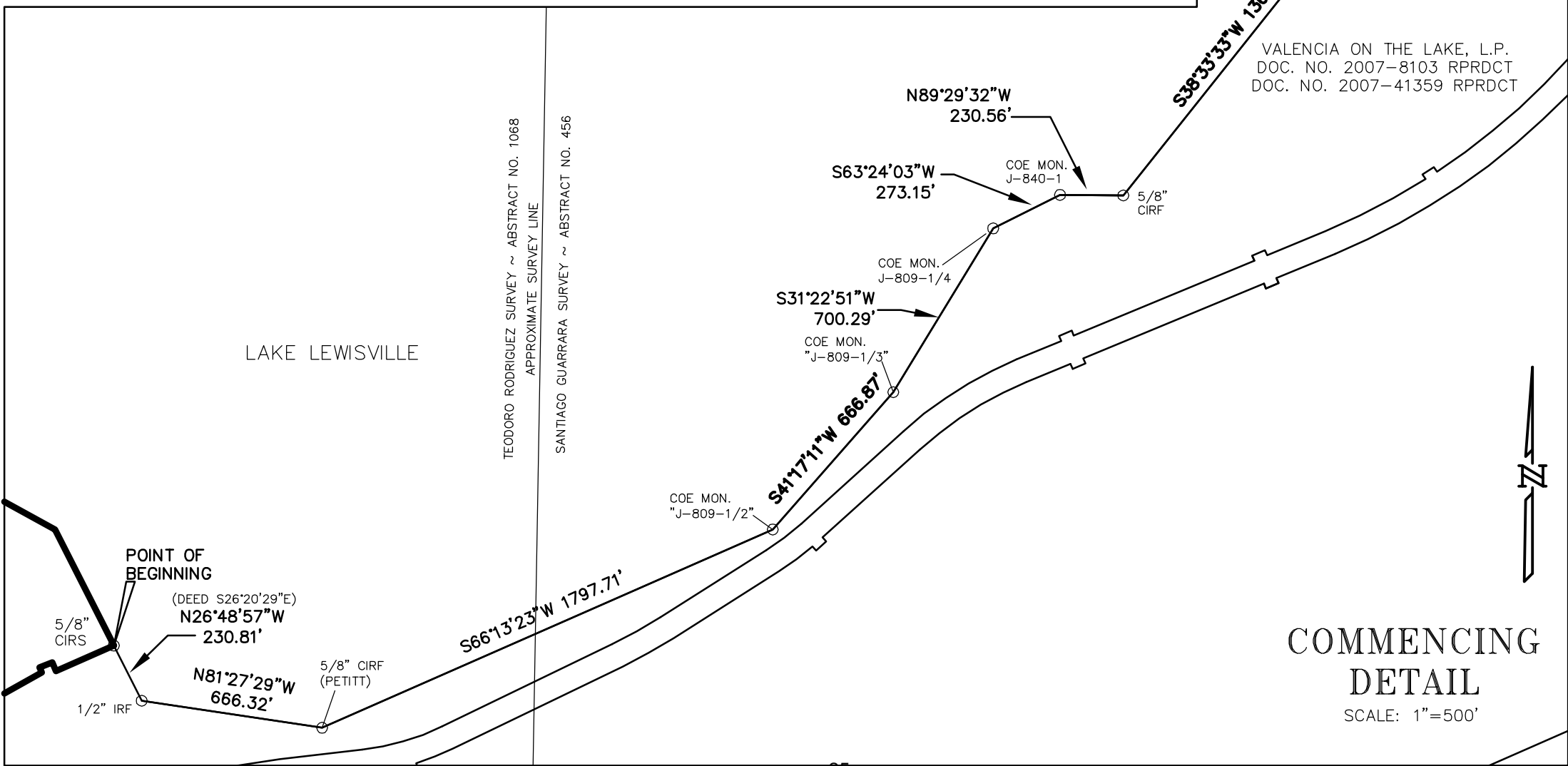
LAKE LEWISVILLE
UNITED STATES OF AMERICA
TRACT NO. J-802
VOL. 387, PG. 34 RPRDCT
(AFFECTED BY QUITCLAIM DEED
VOL. 465, PG. 72 RPRDCT)

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	10'39'25"	2980.00	554.28	S53'05'54"W	553.48
C2	14'23'16"	2846.00	714.67	S54'57'50"W	712.80
C3	26'45'11"	2712.00	1267.10	S49'31'10"W	1255.60
C4	26'15'07"	2578.00	1181.19	S50'50'32"W	1170.89
C5	22'34'52"	2444.00	963.22	S52'16'54"W	956.99
C6	7'40'37"	250.00	33.50	N22'10'52"W	33.47
C7	8'06'00"	250.00	35.34	S22'23'33"E	35.31
C8	94'22'21"	50.00	82.36	S00'35'01"W	73.36
C9	91'01'29"	50.00	79.43	N72'19'48"W	71.34
C10	91'04'34"	50.00	79.48	S08'35'36"E	71.37
C11	91'04'34"	50.00	79.48	N71'33'28"W	71.37
C12	16'32'29"	59.50	169.67	N17'40'34"E	177.75
C13	18'02'24"	59.50	187.40	N89'07'34"W	119.00
C14	124'05'33"	60.00	129.95	S25'38'33"E	106.00
C15	127'37'49"	60.00	133.65	N56'16'39"W	107.69
C16	12'43'13"	60.00	13.32	S35'53'54"W	13.29
C17	94'11'18"	41.00	67.40	S00'40'32"W	60.06
C18	91'04'34"	25.00	39.74	S08'35'36"E	35.69
C19	91'04'34"	25.00	39.74	N71'33'28"W	35.69
C20	00'13'23"	2569.00	10.00	N36'32'15"E	10.00
C21	00'13'17"	2587.00	10.00	S36'31'59"W	10.00

LINE TABLE

LINE	BEARING	DISTANCE
L1	N42'13'49"W	34.50
L2	N31'34'24"W	34.50
L3	N48'36'10"W	88.34
L4	S26'49'04"E	85.28
L5	N54'07'53"W	18.00
L6	S26'01'10"E	66.97
L7	S18'20'33"E	100.59
L8	S04'31'14"E	8.30
L9	N15'05'01"E	32.12
L10	S24'50'07"E	48.61
L11	N34'25'18"E	24.31
L12	N48'30'02"E	51.60
L13	N49'26'47"E	51.60
L14	N50'23'36"E	51.60
L15	N51'20'22"E	51.60
L16	N52'11'15"E	51.60
L17	N53'14'04"E	51.60
L18	N54'10'54"E	51.60
L19	N55'07'43"E	51.60
L20	N56'04'32"E	51.60
L21	N57'01'22"E	51.60
L22	N57'33'00"E	53.58
L23	S62'15'06"E	8.87
L24	N64'41'59"E	56.07
L25	N54'07'53"W	10.00
L26	S35'52'07"W	50.00
L27	S54'07'53"E	8.06



COMMENCING
DETAIL
SCALE: 1"=500'

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS VALENCIA ON THE LAKE, L.P., A TEXAS LIMITED PARTNERSHIP, IS THE OWNER OF THAT CERTAIN TRACT OF LAND SITUATED IN THE THEODORO RODRIGUEZ SURVEY, ABSTRACT NO. 1068, AND ALEXANDER COOPER SURVEY, ABSTRACT NO. 250, IN THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS, AND BEING PART OF A CALLED 447.942 ACRE TRACT OF LAND DESCRIBED IN DEEDS TO VALENCIA ON THE LAKE, L.P. RECORDED IN DOCUMENT NO. 2007-8103, AND DOCUMENT NO. 2007-41359, REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING at a United States Army Corps of Engineers (USACOE) monument marked "J-818-1/1" found on the called east line of said Santiago Guarara Survey, said monument also being located on the called "take" line of Lake Lewisville, and being the most northeasterly corner of said Valencia on the Lake, L.P. tract;

THENCE South 77°57'18" West, with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 438.91 feet to a USACOE monument marked "J-812-7" found;

THENCE South 49°34'24" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 500.01 feet to a USACOE monument marked "J-812-6" found;

THENCE South 28°21'51" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 200.02 feet to a 1/2 inch iron rod found;

THENCE South 44°30'07" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 399.34 feet to a USACOE monument marked "J-812-4" found;

THENCE South 59°24'02" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 168.41 feet to a USACOE monument marked "J-812-3" found;

THENCE South 80°38'17" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 243.83 feet to a USACOE monument marked "J-812-1" found;

THENCE South 38°33'33" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 1360.11 feet to a 5/8 inch iron rod with cap found;

THENCE North 89°29'32" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 230.56 feet to a USACOE monument marked "J-840-1" found;

THENCE South 63°24'03" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 273.15 feet, to a USACOE monument marked "J-809-1/4" found;

THENCE South 31°22'51" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 700.29 feet, to a USACOE monument marked "J-809-1/3" found;

THENCE South 41°17'11" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 666.87 feet, to a USACOE monument marked "J-809-1/2" found;

THENCE South 66°13'23" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 1797.71 feet, to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found;

THENCE North 81°27'29" West, continuing with the "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 666.32 feet to 1/2-inch iron rod found;

THENCE North 26°48'57" West, continuing with the "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 230.81 feet to the POINT OF BEGINNING of herein described tract, a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found;

THENCE South 63°33'27" West, leaving said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, and over and across said Valencia on the Lake, L.P. tract, a distance of 216.48 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner;

THENCE North 26°26'33" West, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 43.79 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner;

THENCE South 63°33'27" West, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner;

THENCE South 26°26'33" East, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 20.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner, said iron rod being the beginning of a non-tangent curve to the left;

THENCE continuing over and across said Valencia on the Lake, L.P. tract, and with said curve having a central angle of 22°22'31", a radius of 2319.00 feet, a chord which bears South 51°45'07" West, a chord distance of 899.88 feet, for an arc distance of 905.62 feet to the end of said curve, a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner;

THENCE North 50°03'12" West, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 100.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner, said iron rod being the beginning of a non-tangent curve to the right;

THENCE continuing over and across said Valencia on the Lake, L.P. tract, and with said curve having a central angle of 00°27'08", a radius of 2419.00 feet, a chord which bears North 40°45'54" East, a chord distance of 19.09 feet, for an arc distance of 19.09 feet to the end of said curve, a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner;

THENCE North 49°00'32" West, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner, said iron rod being the beginning of a non-tangent curve to the left;

THENCE continuing over and across said Valencia on the Lake, L.P. tract, and with said curve having a central angle of 04°32'32", a radius of 2469.00 feet, a chord which bears South 38°43'11" West, a chord distance of 195.69 feet, for an arc distance of 195.74 feet to the end of said curve, a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 54°07'53" West, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 100.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, said iron rod being the beginning of a non-tangent curve to the right;

THENCE continuing over and across said Valencia on the Lake, L.P. tract, and with said curve having a central angle of 00°13'23", a radius of 2569.00 feet, a chord which bears North 36°32'15" East, a chord distance of 10.00 feet, for an arc distance of 10.00 feet to the end of said curve, a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 54°07'53" West, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 18.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner, said iron rod being the beginning of a non-tangent curve to the left;

THENCE continuing over and across said Valencia on the Lake, L.P. tract, and with said curve having a central angle of 00°13'17", a radius of 2587.00 feet, a chord which bears South 36°31'59" West, a chord distance of 10.00 feet, for an arc distance of 10.00 feet to the end of said curve, a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 54°07'53" West, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 10.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 35°52'07" West, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 54°07'35" East, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 8.06 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 35°52'07" West, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 253.26 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 69°27'31" West, continuing over and across said Valencia on the Lake, L.P. tract, a distance of 139.51 feet to a USACOE monument marked "J-802-1" found for corner on the aforementioned "take" line and the aforementioned northwesterly line of the Valencia on the Lake, L.P. tract;

THENCE North 11°08'26" East, with said "take" line, and said northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 189.75 feet to a USACOE monument marked "J-802-1A" found for corner;

THENCE North 11°09'20" East, with said "take" line, and said northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 1139.37 feet to a USACOE monument marked "J-802-1B" found for corner;

THENCE North 11°06'26" East, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 206.27 feet to a USACOE monument marked "J-802-2" found for corner;

THENCE South 67°03'50" East, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 300.02 feet to a 1/2-inch iron rod found for corner;

THENCE North 74°48'31" East, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 490.85 feet to a USACOE monument marked "J-817-1/1" found for corner;

THENCE South 61°16'12" East, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 373.30 feet to a USACOE monument marked "J-807-1/2" found for corner;

THENCE South 26°48'57" East, continuing with said common line, a distance of 469.05 feet to the POINT OF BEGINNING of herein described tract, and containing a calculated area of 28,988 acres of land.

DEDICATION STATEMENT

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, VALENCIA ON THE LAKE, L.P., ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICER, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS VALENCIA ON THE LAKE PHASE 3B, AN ADDITION TO THE TOWN OF LITTLE ELM, TEXAS AND DOES HEREBY DEDICATE TO THE TOWN OF LITTLE ELM (THE TOWN), IN FEE SIMPLE, THE STREETS AND PUBLIC USE AREAS SHOWN HEREON, AND DOES HEREBY DEDICATE THE EASEMENTS SHOWN HEREON FOR THE PURPOSES INDICATED TO THE TOWN'S EXCLUSIVE USE FOREVER, SAID DEDICATIONS BEING FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS SHOWN HEREON. NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS SHOWN ON SAID PLAT. AT THE DISCRETION OF THE TOWN AND SUBJECT TO ITS WRITTEN APPROVAL, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE THE SAME UNLESS THE EASEMENT LIMITS THE USE TO A PARTICULAR UTILITY OR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE TOWN'S USE THEREOF. ANY PUBLIC UTILITY GIVEN THE RIGHT BY THE TOWN TO USE SAID EASEMENTS SHALL HAVE THE RIGHT TO: REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEM ON ANY OF THESE EASEMENTS, AND ANY PUBLIC UTILITY SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND UPON ANY OF SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEM WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. I DO HEREBY BIND MYSELF, MY SUCCESSORS AND ASSIGNS TO FOREVER WARRANT AND DEFEND ALL AND SINGULAR THE ABOVE DESCRIBED STREETS, EASEMENTS AND RIGHTS UNTO THE TOWN AGAINST EVERY PERSON WHOMSOEVER COMES LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF. THIS PLAT APPROVED SUBJECT TO ALL THE PLATTING ORDINANCES, RULES AND REGULATIONS OF THE TOWN OF LITTLE ELM AND DENTON COUNTY, TEXAS.

WITNESS MY HAND THIS ____ DAY OF _____, 2016.

VALENCIA ON THE LAKE, L.P.,
A TEXAS LIMITED PARTNERSHIP

BY: VALENCIA ON THE LAKE GP, LLC,
A TEXAS LIMITED LIABILITY COMPANY,
ITS GENERAL PARTNER

BY: _____
MEHRDAD MOAYEDI
MANAGER

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 MEHRDAD MOAYEDI, MANAGER OF VALENCIA ON THE LAKE, L.P., KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2016.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JIMMIE D. NICHOLS, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE LAND DESCRIBED HEREON, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY FOUND OR PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE TOWN OF LITTLE ELM AND DENTON COUNTY SUBDIVISION RULES AND REGULATIONS.

"PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT."

JIMMIE D. NICHOLS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5184

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 JIMMIE D. NICHOLS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2016.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

APPROVED BY THE TOWN OF LITTLE ELM ON THIS ____ DAY OF _____, 2016.

TOWN OFFICIAL
TOWN OF LITTLE ELM, TEXAS

TOWN SECRETARY
TOWN OF LITTLE ELM, TEXAS

UTILITY COMPANY APPROVAL

ELECTRIC & GAS COMPANY:

COSERV DATE

TELEPHONE COMPANY:

AT&T DATE

CONTACT: MEHRDAD MOAYEDI, MANAGER
OWNER: VALENCIA ON THE LAKE, L.P.,
1800 VALLEY VIEW LANE
SUITE NO. 300
FARMERS BRANCH, TEXAS 75234
469-892-7201

PHONE:

PETITT BARRAZA
ENGINEERING PLANNING SURVEYING
TBPE FIRM REGISTRATION NO. 1488
TBPLS FIRM REGISTRATION NO. 101068

1651 N. Glenville Drive, Suite 208
Richardson, Texas 75081

Tel. No. (214) 221-9955
Fax No. (214) 340-3550

DATE: SEPTEMBER 2016
JNICHOLS@PETITTBARRAZA.COM

SCALE: 1"= N/A
JOB NO. 06017-03B

TOWN OF LITTLE ELM

Town Council

Staff Report



PROJECT:	16-FP-022	Valencia on the Lake Phase 3C Major Revisions
HEARING DATES:	Planning & Zoning Commission:	9-1-16
	Town Council:	9-20-16
REQUEST:	Proposal to final plat 150 residential lots and 3 non-residential lots	
PROPOSED USE:	Low Density Residential	
LOCATION:	The subject property is generally located along Miramar Drive and Casinos Drive, within Little Elm's Town Limits.	
SIZE:	Approximately 28.046 acres	
CURRENT ZONING:	Planned Development-Single Family 4 (PD-SF4)	
EXISTING USE / SITE ATTRIBUTES:	Undeveloped	
APPLICANT:	Petitt Barraza	
PROPERTY OWNER:	Valencia on the Lake, LP	
PLANNING ANALYSIS:	The applicant is in the process of completing staff's requested revisions on the Final Plat. The proposed plat is in compliance with Little Elm's subdivision regulations, subject to staff's requested revisions being completed.	
RECOMMENDED ACTION:	<i>On September 1, 2016, the Planning & Zoning Commission unanimously recommended approval of the final plat, subject to the requested revisions being completed.</i>	
TOWN CONTACT:	Lisa Reich – Town Planner	
ATTACHMENTS:	Location Map Final Plat	

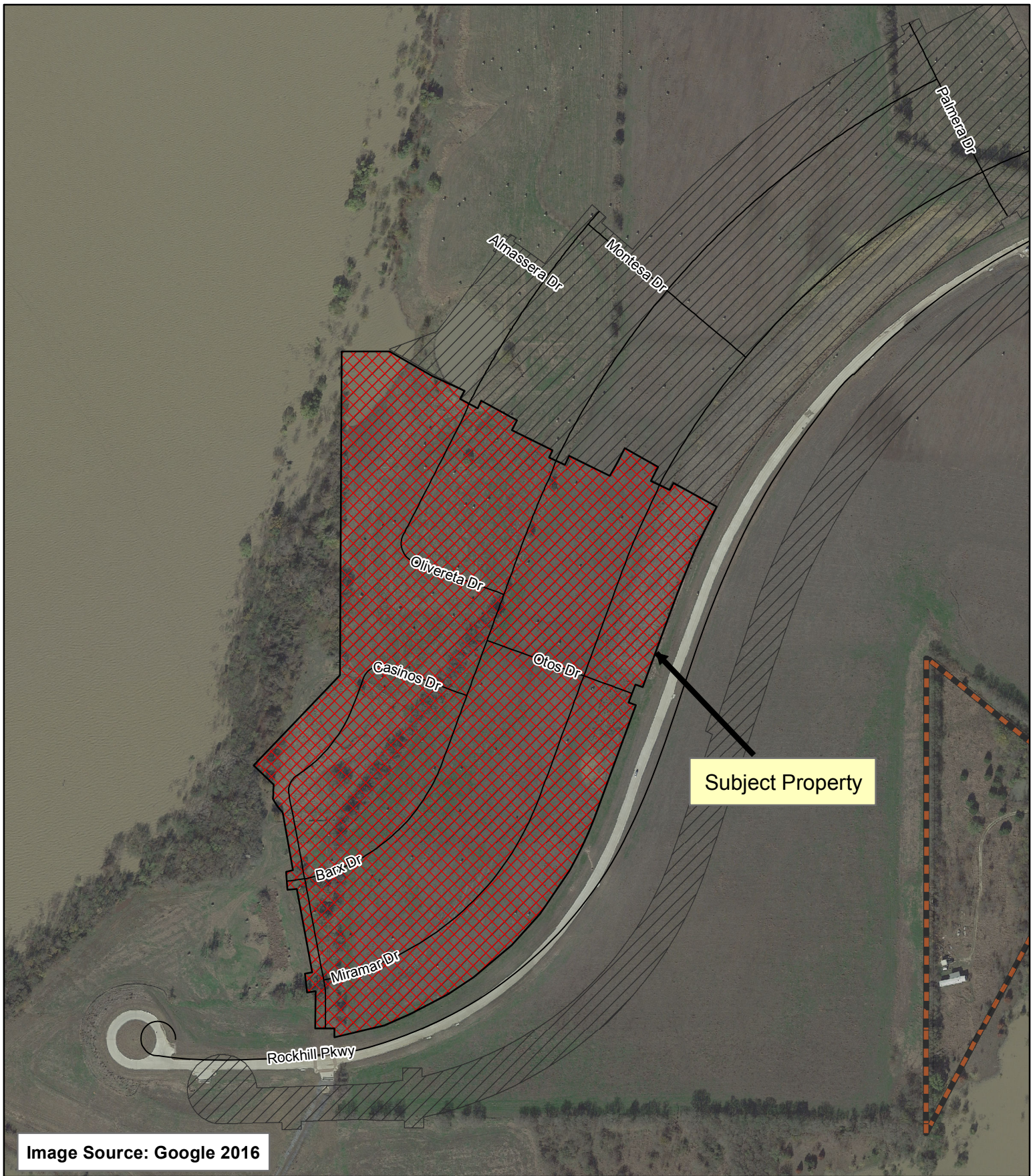


Image Source: Google 2016

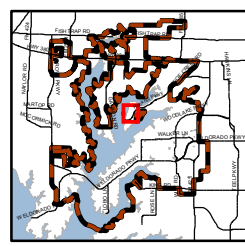


Location Map
Valencia On The Lake 3C
Town of Little Elm
Denton County, TX
Date: 7/12/2016

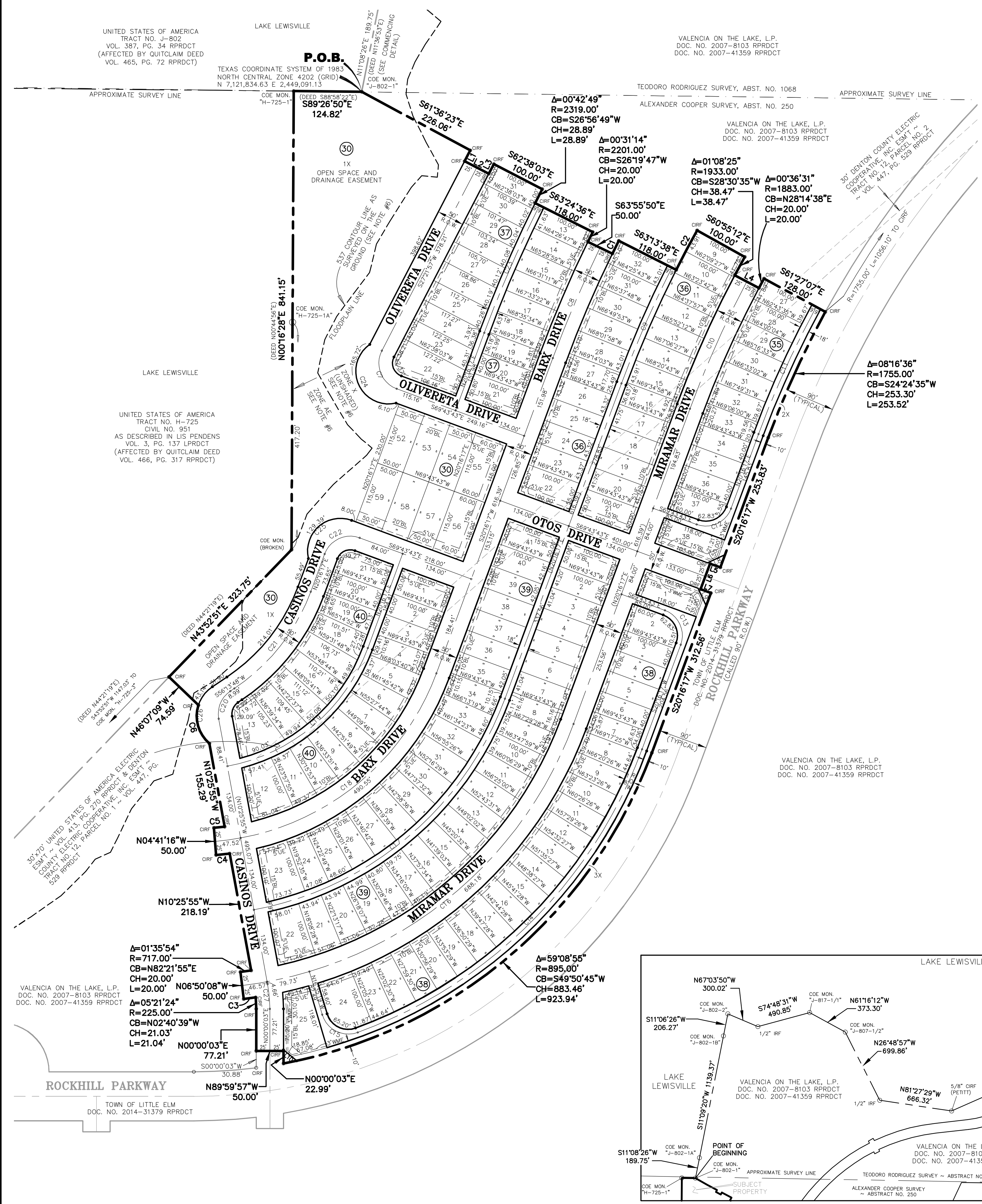
0 165 330
Feet

Legend

- Roads
- Valencia On The Lake Ph 3C
- Town Limit
- ETJ



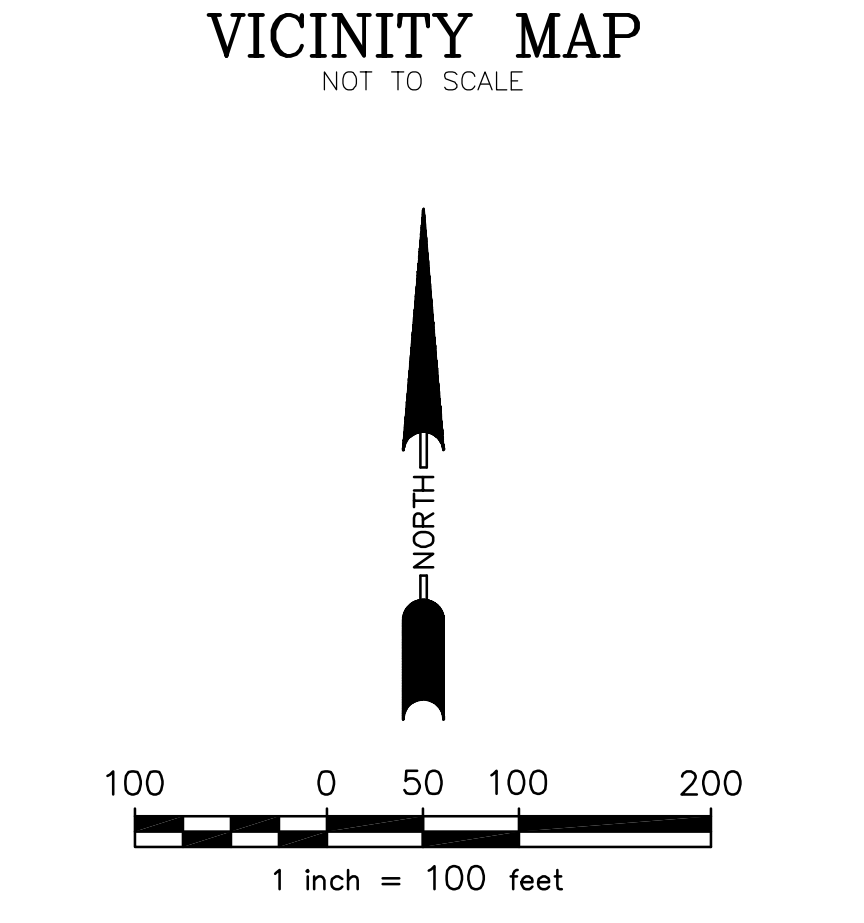
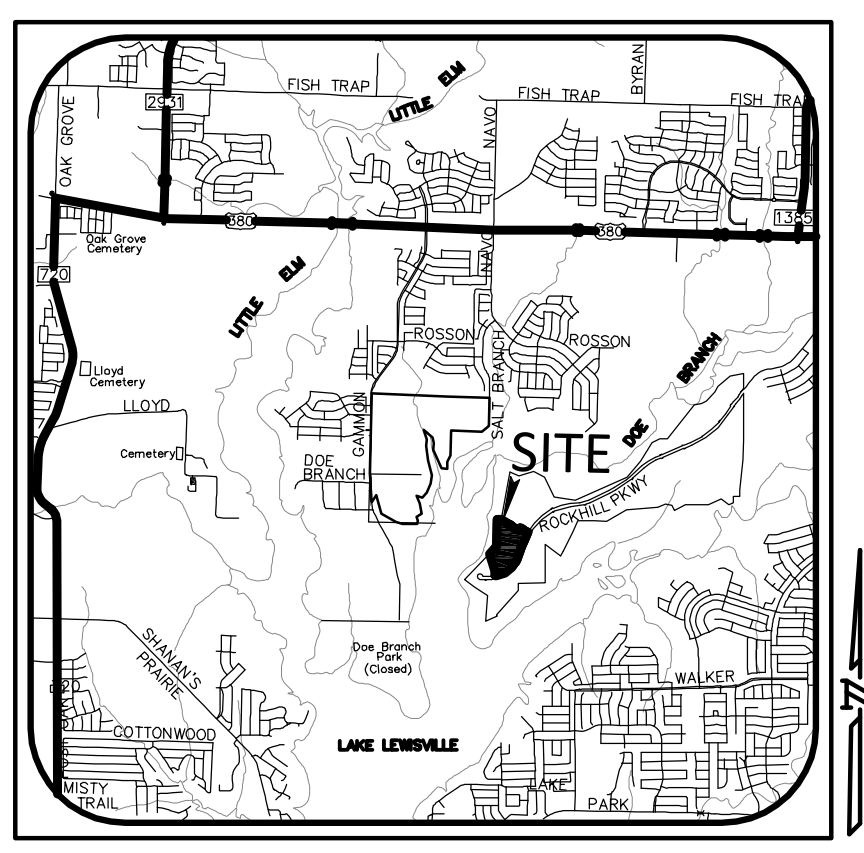
This map is the property of the Town of Little Elm, and is not to be reproduced by any means, mechanical or digital, without written consent of the Town.
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



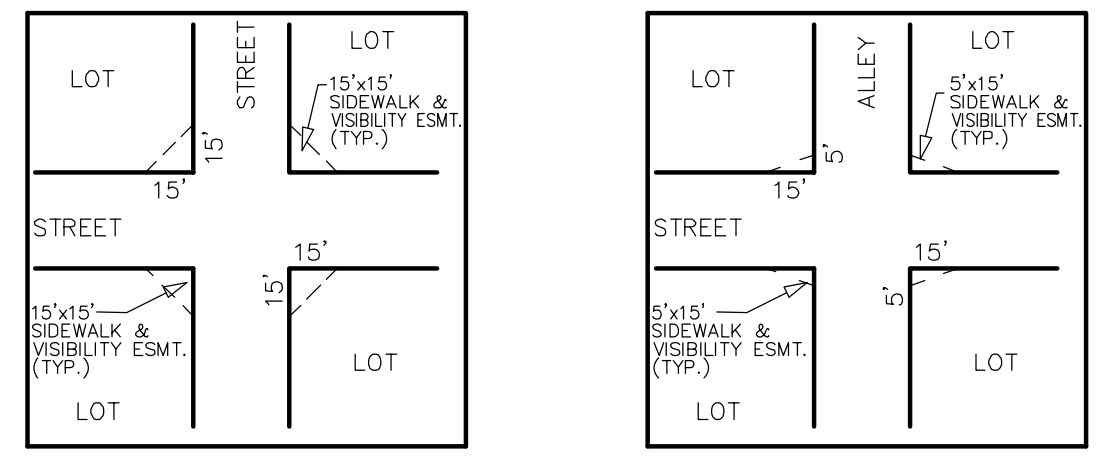
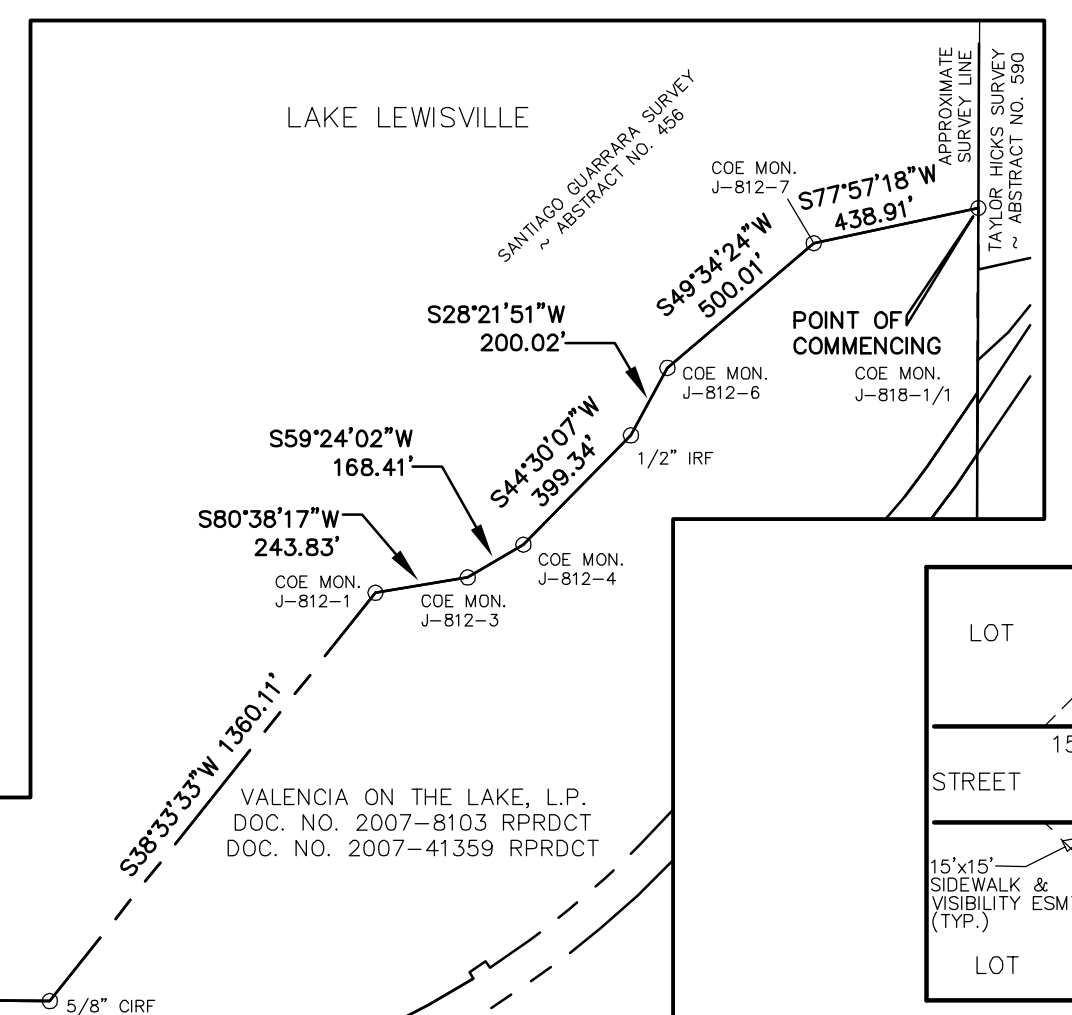
- NOTES:
- WATER SERVICE TO BE PROVIDED BY THE TOWN OF LITTLE ELM.
 - UTILITY PROVIDERS:
 - ELECTRIC & GAS SERVICE: COSERV
7701 SOUTH STEMMONS, CORINTH, TEXAS 75065
PHONE: 1-800-274-4014
 - TELEPHONE SERVICE: AT&T
2301 RIDGEVIEW DRIVE, PLANO, TEXAS 75025
PHONE: (972) 569-3084
 - SANITARY SEWER TO BE HANDLED BY FACILITIES APPROVED BY THE TOWN OF LITTLE ELM.
 - THE MAINTENANCE OF PAVING, GRADING AND DRAINAGE IMPROVEMENTS AND/OR EASEMENTS SHOWN ON THIS PLAT IS THE RESPONSIBILITY OF THE TOWN OF LITTLE ELM.
 - ALL UTILITY EASEMENTS FOR WATER, SEWER, DRAINAGE AND FLOOD CONTROL FACILITIES AND STREETS SHOWN HEREON, ARE HEREBY DEDICATED BY THIS PLAT FOR THE EXCLUSIVE USE OF THE TOWN OF LITTLE ELM, UNLESS OTHERWISE NOTED.
 - SUBJECT PROPERTY LIES WITHIN ZONE X (UN-SHADED AREA), DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN", ZONE X (SHADED AREA), DEFINED AS "AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD"; AND ZONE AE, DEFINED AS "BASE FLOOD ELEVATIONS DETERMINED" ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR DENTON COUNTY, TEXAS AND INCORPORATED AREAS ~ MAP NUMBER 48121C0405G, REVISION DATE APRIL 18, 2011. ZONE X AND ZONE AE FLOODPLAIN LINES SHOWN PLOTTED HEREON ARE GRAPHICALLY SHOWN ACCORDING TO THIS MAP. LINE LABELED "537 CONTOUR LINE AS SURVEYED ON THE GROUND" (AS SHOWN ON SUBJECT PROPERTY) IS GRAPHICALLY PLOTTED ACCORDING TO LIMITS AS DESCRIBED IN FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) "LETTER OF MAP AMENDMENT DETERMINATION DOCUMENT (REMOVAL)" - CASE NO. 07-06-2475A, DATED DECEMBER 11, 2007, AS REVALUATED BY FEMA "REVALUATED LETTERS OF MAP CHANGE FOR DENTON COUNTY, TX" - CASE NO: MISC_16010V, DATED APRIL 19, 2011.
 - ALL PERIMETER BOUNDARY CORNERS ARE 5/8-INCH IRON ROD WITH CAPS MARKED "PETITT-RPLS 4087" FOUND OR SET, UNLESS NOTED OTHERWISE.
 - THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 - NORTH CENTRAL ZONE 4202 (NAD83). ALL DISTANCES ARE SURFACE DISTANCES WITH A SURFACE TO GRID SCALE FACTOR OF 0.999849392677.
 - ALL COMMON AREAS WILL BE OWNED AND MAINTAINED BY THE HOA/POA.
 - THIS PROPERTY MAY BE SUBJECT TO CHARGES RELATED TO IMPACT FEES AND THE APPLICANT SHOULD CONTACT THE TOWN REGARDING ANY APPLICABLE FEES DUE.
 - NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF TOWN ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
 - THIS PLAT DOES NOT ALTER OR REMOVE EXISTING DEED RESTRICTIONS, IF ANY, ON THIS PROPERTY.
 - PRIVATE COMMON AREAS MAY CONTAIN, EITHER ACROSS OR THROUGH, A PUBLIC TRAIL SYSTEM.
 - ALL LOTS COMPLY WITH THE MINIMUM SIZE REQUIREMENTS OF THE ZONING DISTRICT.
 - MINIMUM FINISHED FLOOR ELEVATIONS ARE AT LEAST 2 FEET ABOVE THE 100 YEAR FLOODPLAIN.
 - THERE ARE 150 "LOT TYPE 4" (40' X 90' MINIMUM), ACCORDING TO THAT CERTAIN DEVELOPMENT AGREEMENT DATED NOVEMBER 5TH, 2013.

CURVE TABLE				
NO.	CHORD DIRECTION	CHORD	DELTA	RADIUS
C1	N26°25'16"E	28.40'	0°42'12"	2151.00'
C2	N27°55'35"E	81.86'	2°18'25"	2033.00'
C3	S89°19'59"W	22.26'	1°39'45"	767.00'
C4	S83°52'33"W	25.01'	2°52'21"	499.00'
C5	N84°02'10"E	20.00'	2°33'09"	449.00'
C6	N15°58'22"W	73.02'	68°20'56"	65.00'
C7	S21°10'53"E	74.95'	97°05'39"	50.00'
C8	S23°10'14"W	220.11'	5°47'53"	2176.00'
C9	S23°31'20"W	231.58'	6°30'05"	2042.00'
C10	S24°06'20"W	255.17'	7°40'05"	1908.00'
C11	S24°24'35"W	256.04'	8°16'36"	1774.00'
C12	N65°16'17"E	69.30'	90°00'00"	49.00'
C13	N24°43'43"W	69.30'	90°00'00"	49.00'
C14	N45°06'22"E	735.84'	49°40'10"	876.00'
C15	S63°19'28"E	72.82'	93°28'13"	50.00'
C16	N51°43'05"E	774.21'	62°53'35"	742.00'
C17	N49°55'11"E	601.52'	59°17'47"	608.00'
C18	N52°47'31"E	509.64'	65°02'27"	474.00'
C19	N49°55'11"E	336.38'	59°17'47"	340.00'
C20	S22°53'56"W	54.95'	66°39'43"	50.00'
C21	N38°15'03"E	225.95'	35°57'31"	366.00'
C22	S65°16'17"W	70.71'	90°00'00"	50.00'
C23	S23°25'51"W	254.62'	61°19'07"	2310.00'
C24	S24°09'40"E	117.84'	158°14'58"	60.00'
C25	S48°29'34"W	105.74'	123°33'26"	60.00'
C26	S03°02'29"W	104.08'	106°22'38"	65.00'
C27	N05°12'56"W	45.46'	10°25'58"	250.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S27°21'57"W	22.50'
L2	S62°38'03"E	50.00'
L3	N27°21'57"E	20.00'
L4	S62°03'37"E	50.00'
L5	N69°43'43"W	20.00'
L6	S26°16'17"W	50.00'
L7	S89°43'43"E	20.00'
L8	N65°16'17"E	35.36'
L9	N24°43'43"W	35.36'
L10	S50°41'23"E	31.68'



- LEGEND
- P.O.B. POINT OF BEGINNING
DOC. NO. DOCUMENT NUMBER
VOL. VOLUME
PG. PAGE
CAB. CABINET
RPRDCT REAL PROPERTY RECORDS,
DENTON COUNTY, TEXAS
COE MON. CORPS OF ENGINEERS MONUMENT
ESM'T. EASEMENT
UE UTILITY EASEMENT
WME WALL MAINTENANCE EASEMENT
BL BUILDING SETBACK LINE
IRF IRON ROD FOUND
CIRS (CIRF) 5/8" CAPPED IRON ROD SET (FOUND)
R.O.W. RIGHT-OF-WAY
(20) DESIGNATES SUBDIVISION BLOCK



15'x15' SIDEWALK & VISIBILITY ESM'T. AT STREET INTERSECTION (TYP.) N.T.S.

5'x15' SIDEWALK & VISIBILITY ESM'T. AT ALLEY INTERSECTION (TYP.) N.T.S.

FINAL PLAT
**VALENCIA ON THE LAKE
PHASE 3C**
28.046 ACRES
7.856 ACRES RIGHT-OF-WAY DEDICATION
150 RESIDENTIAL LOTS
3 NON-RESIDENTIAL LOTS
SITUATED IN THE
ALEXANDER COOPER SURVEY, ABSTRACT NO. 250
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT."

PETITT BARRAZA
ENGINEERING PLANNING SURVEYING
TBPB FIRM REGISTRATION NO. 1488
TBPLS FIRM REGISTRATION NO. 101068
1651 Glenview Drive, Suite 208
Richardson, Texas 75081
Tel. No. (214) 221-9955
Fax No. (214) 340-3550
DATE: SEPTEMBER 2016
JNICHOLS@PETITTBARRAZA.COM
SCALE: 1"=100'
JOB NO. 06017-3C

CONTACT: MEHRDAD MOAYEDI, MANAGER
OWNER: VALENCIA ON THE LAKE, L.P.
1800 VALLEY VIEW LANE
SUITE NO. 300
FARMERS BRANCH, TEXAS 75234
PHONE: 469-892-7201

OWNERS DEDICATION

STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS Valencia on the Lake, L.P. is the owner of that certain tract of land situated in the ALEXANDER COOPER SURVEY, Abstract No. 250, in the Town of Little Elm, Denton County, Texas, and being part of a called 447.942 acre tract of land described in deeds to Valencia on the Lake, L.P. recorded in Document No. 2007–8103, and Document No. 2007–41359, Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows;

COMMENCING at a United States Army Corps of Engineers (USACOE) monument marked "J–818–1/1" found on the called east line of the Santiago Guerrero Survey, Abstract No. 456, said monument also being located on the called "take" line of Lake Lewisville, and being the most northeasterly corner of said Valencia on the Lake, L.P. tracts;

THENCE South 77°57'18" West, with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tracts, a distance of 438.91 feet to a USACOE monument marked "J–812–7" found;

THENCE South 49°34'24" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tracts, a distance of 500.01 feet to a USACOE monument marked "J–812–6" found;

THENCE South 28°21'51" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tracts, a distance of 200.02 feet to a 1/2 inch iron rod found;

THENCE South 44°30'07" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tracts, a distance of 399.34 feet to a USACOE monument marked "J–812–4" found;

THENCE South 59°24'02" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tracts, a distance of 168.41 feet to a USACOE monument marked "J–812–3" found;

THENCE South 80°38'17" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tracts, a distance of 243.83 feet to a USACOE monument marked "J–812–1" found;

THENCE South 38°33'33" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tracts, a distance of 1360.11 feet to a 5/8 inch iron rod with plastic cap marked "PETITT–RPLS 4087" found;

THENCE North 89°29'32" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tracts, a distance of 230.56 feet to a USACOE monument marked "J–840–1" found;

THENCE South 63°24'03" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tracts, a distance of 273.15 feet to a USACOE monument marked "J–809–1/4" found;

THENCE South 31°22'51" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tracts, a distance of 700.29 feet to a USACOE monument marked "J–809–1/3" found;

THENCE South 41°17'11" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tracts, a distance of 666.87 feet to a USACOE monument marked "J–809–1/2" found;

THENCE South 66°13'23" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tracts, a distance of 1797.71 feet to a 5/8 inch iron rod with plastic cap marked "PETITT–RPLS 4087" found;

THENCE North 81°27'29" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tracts, a distance of 666.32 feet to a 1/2–inch iron rod found;

THENCE North 26°48'57" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tracts, a distance of 699.86 feet to a USACOE monument marked "J–807–1/2" found;

THENCE North 61°16'12" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tracts, a distance of 373.30 feet to a USACOE monument marked "J–817–1/1" found;

THENCE South 74°48'31" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tracts, a distance of 490.85 feet to a 1/2–inch iron rod found;

THENCE North 67°03'50" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tracts, a distance of 300.02 feet to a USACOE monument marked "J–802–2" found;

THENCE South 11°06'26" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tracts, a distance of 206.27 feet to a USACOE monument marked "J–802–1B" found;

THENCE South 11°09'20" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tracts, a distance of 1139.37 feet to a USACOE monument marked "J–802–1A" found;

THENCE South 11°08'26" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tracts, a distance of 189.75 feet to a USACOE monument marked "J–802–1" found for the POINT OF BEGINNING of herein described tract;

THENCE South 61°36'23" East leaving said "take line", and the northwesterly line of the Valencia on the Lake, L.P. tracts, and over and across said Valencia on the Lake, L.P. tracts, a distance of 226.06 feet to a 5/8–inch iron rod with cap marked "PETITT–RPLS 4087" set for corner;
THENCE South 27°21'57" West, continuing over and across said Valencia on the Lake, L.P. tracts, a distance of 22.50 feet to a 5/8–inch iron rod with cap marked "PETITT–RPLS 4087" found for corner;

THENCE South 62°38'03" East, continuing over and across said Valencia on the Lake, L.P. tracts, a distance of 50.00 feet to a 5/8–inch iron rod with cap marked "PETITT–RPLS 4087" found for corner;

THENCE North 27°21'57" East, continuing over and across said Valencia on the Lake, L.P. tracts, a distance of 20.00 feet to a 5/8–inch iron rod with cap marked "PETITT–RPLS 4087" found for corner:

THENCE South 62°38'03" East, continuing over and across said Valencia on the Lake, L.P. tracts, a distance of 100.00 feet to 5/8–inch iron rod with cap marked "PETITT–RPLS 4087" found for corner at the beginning of a non–tangent curve to the left;

THENCE continuing over and across said Valencia on the Lake, L.P. tracts, and with said curve having a central angle of 00°42'49", a radius of 2319.00 feet, a chord which bears South 26°56'49" West, a distance of 28.89 feet, for an arc distance of 28.89 feet to the end of said curve, a 5/8–inch iron rod with cap marked "PETITT–RPLS 4087" found for corner;

THENCE South 63°24'36" East, continuing over and across said Valencia on the Lake, L.P. tracts, a distance of 118.00 feet to a 5/8–inch iron rod with cap marked "PETITT–RPLS 4087" found for corner at the beginning of a non–tangent curve to the left;

THENCE continuing over and across said Valencia on the Lake, L.P. tracts, and with said curve having a central angle of 00°31'14", a radius of 2201.00 feet, a chord which bears South 26°19'47" West, a distance of 20.00 feet, for an arc distance of 20.00 feet to the end of said curve, a 5/8–inch iron rod with cap marked "PETITT–RPLS 4087" found for corner;

THENCE South 63°55'50" East, continuing over and across said Valencia on the Lake, L.P. tracts, a distance of 50.00 feet to a 5/8–inch iron rod with cap marked "PETITT–RPLS 4087" found for corner at the beginning of a non–tangent curve to the right;

THENCE continuing over and across said Valencia on the Lake, L.P. tracts and with said curve having a central angle of 00°42'12", a radius of 2151.00 feet, a chord which bears North 26°25'16" East, a distance of 26.40 feet, for an arc distance of 26.40 feet to the end of said curve, a 5/8–inch iron rod with cap marked "PETITT–RPLS 4087" found for corner;

THENCE South 63°13'38" East, continuing over and across said Valencia on the Lake, L.P. tracts, a distance of 118.00 feet to a 5/8–inch iron rod with cap marked "PETITT–RPLS 4087" found for corner at the beginning of a non–tangent curve to the right;

THENCE continuing over and across said Valencia on the Lake, L.P. tracts and with said curve having a central angle of 02°18'25", a radius of 2033.00 feet, a chord which bears North 27°55'35" East, a distance of 81.86 feet, for an arc distance of 81.86 feet to the end of said curve, a 5/8–inch iron rod with cap marked "PETITT–RPLS 4087" found for corner;

THENCE South 60°55'12" East, continuing over and across said Valencia on the Lake, L.P. tracts, a distance of 100.00 feet to a 5/8–inch iron rod with cap marked "PETITT–RPLS 4087" found for corner at the beginning of a non–tangent curve to the left;

THENCE continuing over and across said Valencia on the Lake, L.P. tracts and with said curve having a central angle of 01°08'25", a radius of 1933.00 feet, a chord which bears South 28°30'35" West, a distance of 38.47 feet, for an arc distance of 38.47 feet to the end of said curve, a 5/8–inch iron rod with cap marked "PETITT–RPLS 4087" found for corner;

THENCE South 62°03'37" East, continuing over and across said Valencia on the Lake, L.P. tracts, a distance of 50.00 feet to a 5/8–inch iron rod with cap marked "PETITT–RPLS" found for corner at the beginning of a non–tangent curve to the right;

THENCE continuing over and across said Valencia on the Lake, L.P. tracts and with said curve having a central angle of 00°36'31", a radius of 1883.00 feet, a chord which bears North 28°14'38" East, a distance of 20.00 feet, for an arc distance of 20.00 feet to the end of said curve, a 5/8–inch iron rod with cap marked "PETITT–RPLS 4087" found for corner;

THENCE South 61°27'07" East, continuing over and across said Valencia on the Lake, L.P. tracts, a distance of 128.00 feet to a 5/8–inch iron rod with cap marked "PETITT–RPLS" found for corner at the beginning of a non–tangent curve to the left, said iron rod also being located on the northwesterly right–of–way line Rockhill Parkway (typically called 90–foot right–of–way), described in deed to the Town of Little Elm, recorded in Document Number 2014–31379 RPRDCT;

THENCE with said northwesterly right–of–way line and with said curve having a central angle of 08°16'36", a radius of 1755.00 feet, a chord which bears South 24°24'35" West, a distance of 253.30 feet, for an arc distance of 253.52 feet to the end of said curve, a 5/8–inch iron rod with cap marked "PETITT–RPLS 4087" found for corner;

THENCE continuing with said northwesterly right–of–way line, the following bearings and distances to 5/8–inch iron rods with cap marked "PETITT–RPLS 4087" found for corner:

South 20°16'17" West, a distance of 253.83 feet;

North 69°43'43" West, a distance of 20.00 feet;

South 20°16'17" West, a distance of 50.00 feet;

South 69°43'43" East, a distance of 20.00 feet;

And South 20°16'17" West, a distance of 312.56 feet to the beginning of a tangent curve to the right;

THENCE continuing with said northwesterly right–of–way line, and with said curve having a central angle of 59°08'55", a radius of 895.00 feet, a chord which bears South 49°50'45" West, a distance of 883.46 feet, for an arc distance of 923.94 feet to the end of said curve, a 5/8–inch iron rod with cap marked "PETITT–RPLS 4087" found for corner;

THENCE continuing with said northwesterly right–of–way line, the following bearings and distances to 5/8–inch iron rods with cap marked "PETITT–RPLS 4087" found for corner:

North 00°00'03" East, a distance of 22.99 feet;

And North 89°59'57" West, a distance of 50.00 feet;

THENCE North 00°00'03" East, leaving said northwesterly right–of–way line, and over and across said Valencia on the Lake, L.P. tracts, a distance of 77.21 feet to a 5/8–inch iron rod with cap marked "PETITT–RPLS 4087" found for corner at the beginning of a tangent curve to the left;

THENCE continuing over and across said Valencia on the Lake, L.P. tracts, and with said curve having a central angle of 05°21'24", a radius of 225.00 feet, a chord which bears North 02°40'39" West, a distance of 21.03 feet, for an arc distance of 21.04 feet to the end of said curve, a 5/8–inch iron rod with cap marked "PETITT–RPLS 4087" found for corner at the beginning of a non–tangent curve to the right;

THENCE continuing over and across said Valencia on the Lake, L.P. tracts, and with said curve having a central angle of 01°39'45", a radius of 767.00 feet, a chord which bears South 82°19'59" West, a distance of 22.26 feet, for an arc distance of 22.26 feet to the end of said curve, a 5/8–inch iron rod with cap marked "PETITT–RPLS 4087" found for corner;

THENCE North 06°50'08" West, continuing over and across said Valencia on the Lake, L.P. tracts, a distance of 50.00 feet to a 5/8–inch iron rod with cap marked "PETITT–RPLS 4087" found for corner at the beginning of a non–tangent curve to the left;

THENCE continuing over and across said Valencia on the Lake, L.P. tracts, and with said curve having a central angle of 01°35'54", a radius of 717.00 feet, a chord which bears North 82°21'55" East, a distance of 20.00 feet, for an arc distance of 20.00 feet to the end of said curve, a 5/8–inch iron rod with cap marked "PETITT–RPLS 4087" found for corner;

THENCE North 10°25'55" West, a distance of 218.19 feet to a 5/8–inch iron rod with cap marked "PETITT–RPLS 4087" found for corner at the beginning of a non–tangent curve to the right;

THENCE continuing over and across said Valencia on the Lake, L.P. tracts, and with said curve having a central angle of 02°52'21", a radius of 499.00 feet, a chord which bears South 83°52'33" West, a distance of 25.01 feet, for an arc distance of 25.02 feet to the end of said curve, a 5/8–inch iron rod with cap marked "PETITT–RPLS 4087" found for corner;

THENCE North 04°41'16" West, continuing over and across said Valencia on the Lake, L.P. tracts, a distance of 50.00 feet to a 5/8–inch iron rod with cap marked "PETITT–RPLS 4087" found for corner at the beginning of a non–tangent curve to the left;

THENCE continuing over and across said Valencia on the Lake, L.P. tracts, and with said curve having a central angle of 02°33'09", a radius of 449.00 feet, a chord which bears North 84°02'10" East, a distance of 20.00 feet, for an arc distance of 20.00 feet to the end of said curve, a 5/8–inch iron rod with cap marked "PETITT–RPLS 4087" found for corner;

THENCE North 10°25'55" West, continuing over and across said Valencia on the Lake, L.P. tracts, a distance of 155.29 feet to a 5/8–inch iron rod with cap marked "PETITT–RPLS 4087" found for corner at the beginning of a non–tangent curve to the right;

THENCE continuing over and across said Valencia on the Lake, L.P. tracts, and with said curve having a central angle of 68°20'56", a radius of 65.00 feet, a chord which bears North 15°58'22" West, a distance of 73.02 feet, for an arc distance of 77.54 feet to the end of said curve, a 5/8–inch iron rod with cap marked "PETITT–RPLS 4087" found for corner;

THENCE North 46°07'09" West, continuing over and across said Valencia on the Lake, L.P. tracts, a distance of 74.59 feet to a 5/8–inch iron rod with cap marked "PETITT–RPLS 4087" found for corner, said iron rod being located on said "take" line and the northwesterly line of said Valencia on the Lake, L.P. tracts, from which a USACOE monument marked "H–725–3" found bears South 43°52'51" West, a distance of 1147.04 feet;

THENCE North 43°52'51" East, with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tracts, a distance of 323.75 feet to a USACOE monument (broken) found for corner;

THENCE North 00°16'28" East, with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tracts, passing at a distance of 417.20 feet a USACOE monument marked "H–725–1A" found, continuing in all, a total distance of 841.15 feet to a USACOE monument marked "H–725–1" found for corner;

THENCE South 89°26'50" East, with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tracts, a distance of 124.82 feet to the POINT OF BEGINNING of herein described tract, containing an area of 28.046 acres of land.

DEDICATION STATEMENT

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, **Valencia on the Lake, L.P.**, a Texas Limited Partnership acting herein by and through its duly authorized officer, does hereby adopt this plat designating the herein above described property as **Valencia on the Lake Phase 3C**, an addition to the Town of Little Elm, Texas and does hereby dedicate to the Town of Little Elm (THE TOWN), in fee simple, the streets and public use areas shown hereon, and does hereby dedicate the easements shown hereon for the purposes indicated to THE TOWN'S exclusive use forever, said dedications being free and clear of all liens and encumbrances except as shown hereon. No buildings, fences, trees, shrubs or other improvements shall be constructed or placed upon, over or across the easements shown on said plat. At the discretion of THE TOWN and subject to its written approval, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use the same unless the easement limits the use to a particular utility or utilities, said use by public utilities being subordinate to THE TOWN'S use thereof. Any public utility given the right by THE TOWN to use said easements shall have the right to: remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easements, and any public utility shall at all times have the right of ingress and egress to and from and upon any of said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone. I do hereby bind myself, my successors and assigns to forever warrant and defend all and singular the above described streets, easements and rights unto THE TOWN against every person whomsoever comes lawfully claiming or to claim the same or any part thereof, this plat approved subject to all the platting ordinances, rules and regulations of the Town of Little Elm and Denton County, Texas.

Witness my hand this ____ day of _____, 2016.

Valencia on the Lake, L.P.,
A Texas Limited Partnership

BY: Valencia on the Lake G.P., LLC,
A Texas Limited Liability Company,
Its General Partner

BY: _____
Mehrdad Moayedi
Manager

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 **Mehrdad Moayedi**, Manager of Valencia on the Lake G.P., LLC., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

Given under my Hand and Seal of Office, this ____ day of _____, 2016.

Notary Public in and for the State of Texas

My Commission Expires: _____

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, **Jimmie D. Nichols**, a Registered Professional Land Surveyor, hereby certify that this plat was prepared from an actual survey made on the ground of the land described hereon, and that the corner monuments shown hereon were properly found or placed under my personal supervision in accordance with the Town of Little Elm and Denton County Subdivision Rules and Regulations.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT."

Jimmie D. Nichols
Registered Professional Land Surveyor No. 5184

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 **Jimmie D. Nichols**, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

Given under my Hand and Seal of Office, this ____ day of _____, 2016.

Notary Public in and for the State of Texas

My Commission Expires: _____

TOWN APPROVAL

Approved by the Town of Little Elm, Texas on this ____ day of _____, 2016.

Town Official
Town of Little Elm, Texas

Town Secretary
Town of Little Elm, Texas

FINAL PLAT
VALENCIA ON THE LAKE
PHASE 3C

28.046 ACRES
7.856 ACRES RIGHT-OF-WAY DEDICATION
150 RESIDENTIAL LOTS
3 NON-RESIDENTIAL LOTS
SITUATED IN THE
ALEXANDER COOPER SURVEY, ABSTRACT NO. 250
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT."

PETITT BARRAZA
ENGINEERING PLANNING SURVEYING
TBPE FIRM REGISTRATION NO. 1488
TBPLS FIRM REGISTRATION NO. 101068

1651 Glenville Drive, Suite 208
Richardson, Texas 75081
Tel. No. (214) 221–9955
Fax No. (214) 340–3550
DATE: SEPTEMBER 2016
JNICHOLS@PETITTBARRAZA.COM
JOB NO. 06017–3C

CONTACT: MEHRDAD MOAYEDI, MANAGER
OWNER: VALENCIA ON THE LAKE, L.P.
1800 VALLEY VIEW LANE
SUITE NO. 300
FARMERS BRANCH, TEXAS 75234
PHONE: 469–892–7201

UTILITY COMPANY APPROVAL

ELECTRIC & GAS COMPANY:	
_____	_____
COSERV	DATE
TELEPHONE COMPANY:	
_____	_____
AT&T	DATE

TOWN OF LITTLE ELM

Town Council

Staff Report



PROJECT:	16-FP-025	Union Park Phase 2C
HEARING DATES:	Planning & Zoning Commission:	9-1-16
	Town Council:	9-20-16
REQUEST:	Proposal to final plat 59 residential lots and 1 other non-residential lot	
PROPOSED USE:	Low Density Residential	
LOCATION:	The subject property is generally located along Union Park Boulevard East and Shady Trail, within Little Elm's Town Limits.	
SIZE:	Approximately 18.273 acres	
CURRENT ZONING:	Planned Development-Single Family 4 (PD-SF4)	
EXISTING USE / SITE ATTRIBUTES:	Undeveloped	
APPLICANT:	Jones and Carter	
PROPERTY OWNER:	Hillwood Communities	
PLANNING ANALYSIS:	The applicant has completed the staff's requested revisions. The proposed plat is in compliance with Little Elm's subdivision regulations.	
RECOMMENDED ACTION:	<i>On September 1, 2016, the Planning & Zoning Commission unanimously recommended approval of the final plat.</i>	
TOWN CONTACT:	Lisa Reich – Town Planner	
ATTACHMENTS:	Location Map Final Plat	



Image Source: Google 2016






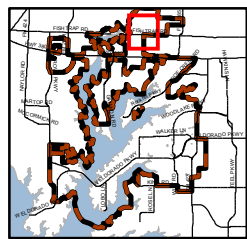
Location Map

Union Park Ph 2C
Town of Little Elm
Denton County, TX
Date: 8/8/2016

0 17,500 35,000
Feet

Legend

- Roads
-  Union Park Phase 2C
-  Town Limit
-  ETJ



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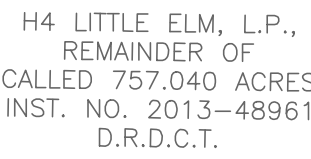
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	223.00'	96.57'	95.81'	N 63°02'26"E	24°48'40"
C2	263.00'	181.63'	178.04'	N 71°35'35"E	38°00'00"
C3	214.43'	125.00'	109.21'	N 70°54'35"E	37°29'24"
C4	500.00'	388.94'	479.26'	N 20°54'35"E	44°34'09"
C5	656.66'	162.41'	166.85'	N 65°56'57"E	26°58'00"
C6	151.500'	71.1138'	70.181'	N 144°10'40"E	90°00'19"
C7	250.00'	87.73'	87.28'	S 124°47'40"E	2°00'19"
C8	27.00'	44.35'	39.53'	S 144°18'59"E	94°07'01"
C9	27.00'	42.41'	38.18'	N 43°37'30"E	90°00'00"
C10	41.00'	14.08'	13.04'	N 100°40'04"E	144°00'07"
C11	81.00'	208.64'	208.06'	N 05°58'04"E	144°10'47"
C12	300.00'	89.57'	89.23'	N 80°04'20"E	17°06'21"
C13	100.00'	17.82'	17.38'	N 128°58'50"E	5°00'00"
C14	60.00'	154.86'	115.32'	S 42°03'13"E	147°52'58"
C15	50.00'	21.48'	21.32'	S 76°18'54"E	2°43'12"
C16	50.00'	21.48'	21.32'	N 79°03'54"E	2°43'12"
C17	60.00'	144.58'	116.46'	N 121°16'47"E	23°21'09"
C18	50.00'	25.61'	25.34'	S 10°08'37"E	3°29'05"

L\N	BEARING	DISTANCE
L1	N 50°38'06" W	26.32'
L2	N 05°38'06" W	14.14'
L3	N 39°21'54" E	23.26'
L4	N 50°38'06" W	54.00'
L5	N 52°10'40" E	54.00'
L6	N 06°43'12" E	14.12'
L7	N 51°48'21" E	52.07'
L8	N 27°55'33" W	14.48'
L9	N 64°53'31" W	14.48'
L10	S 46°22'30" W	14.14'
L11	N 43°37'30" W	14.14'
L12	N 43°40'27" E	13.46'
L13	S 43°37'30" E	14.14'
L14	S 01°22'30" W	21.96'
L15	S 46°22'30" W	14.14'
L16	N 43°37'30" W	14.14'

POB	POINT OF BEGINNING
CM	CONTROL MONUMENT
R.O.W.	RIGHT OF WAY
VOL.	VOLUME
PG.	PAGE
ESMT	EASEMENT
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
CIRS	5/8" CAPPED IRON ROD WITH YELLOW CAP STAMPED "JONES CARTER" SET FOR CORNER
BL	BUILDING LINE
UE	UTILITY EASEMENT
SSE	SANITARY SEWER EASEMENT
P.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
C.C.F.	COUNTY CLERK FILE NUMBER
WME	WALL MAINTENANCE EASEMENT
VAM	VISIBILITY, ACCESS, & MAINTENANCE EASEMENT

1. Selling a portion of this addition by metes and bounds is a violation of Town ordinance and state law and is subject to fines and withholding of utilities and building permits.
2. All lots comply with the minimum size requirements of the zoning district. (ETU plats may omit)
3. Approval and the subsequent filing of this plat do not constitute approval of any type of development on the subject property, as no building or development permits shall be issued nor permanent utility service provided for land that has only received approval as a conveyance plat.
4. This property may be subject to charges related impact fees and the applicant should contract the Town regarding any applicable fees due.
5. This plat does not alter or remove existing deed restrictions, if any, on this property.
6. Minimum finish floor elevations are a least 2 feet above the 100 year flood plain.
7. Upon Completion of Street, Utility Construction and Grading Work, a 5/8" iron rods with cap stamped "JONES CARTER" shall be set at all Lot Corners, Block Corners and Points of Tangent on Curves.
8. Basis of bearings is the Texas State Plane Coordinate System, NAD 83, Texas North Central Zone 4202, for monuments found for the 757,040 acre tract of land described in deed to H4 Little Elm, L.P., as recorded in inst. No. 2013-48961 of the Deed Records of Denton County, Texas.
9. All side lot lines are perpendicular or radial to street frontage unless otherwise noted Not Radial (NR)
10. All lots shown are Single-Family residential unless otherwise indicated.
11. All common areas to be owned and maintained by the MMD.
12. Water Services to This Property is Provided By Mustang Special Utility District.
13. All Dedicated Public Roads Will Be Maintained By The Town of Little Elm.



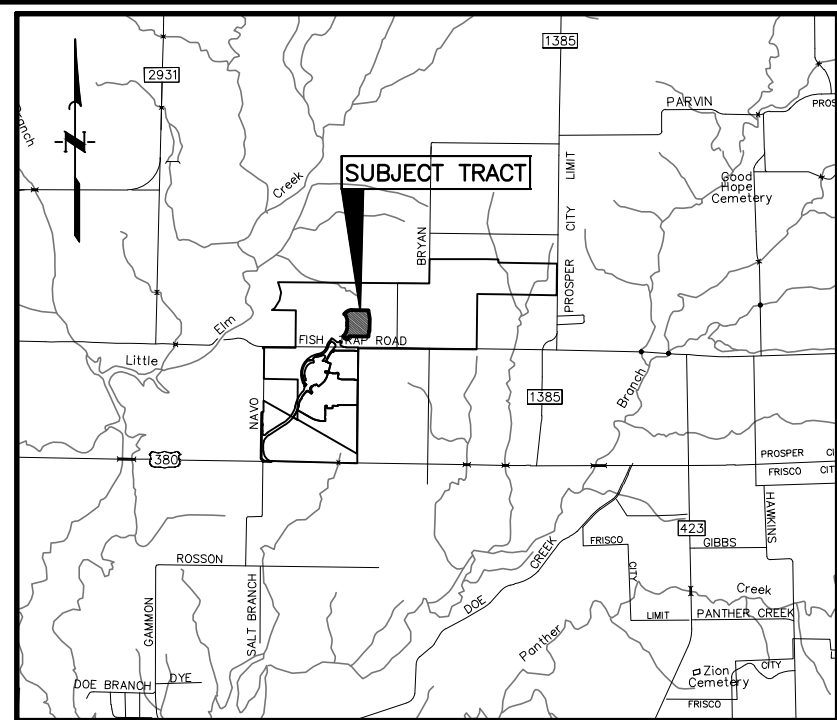
STREET
(54' R.O.W.)

TYPICAL 70' x 130' PAD

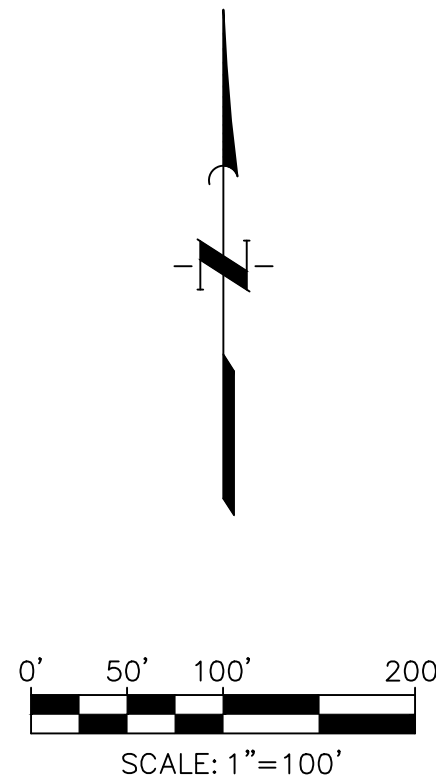
The diagram shows a rectangular pad divided into three sections. From left to right: a 10' wide section, a 5' 55" wide section labeled 'TYPICAL LOT', and a 25' wide section labeled 'CORNER LOT'. The depth of the pad is 130'.

STREET

MINIMUM LOT SIZE - PD SF-9,100



VICINITY MAP
N.T.S.



LAND USE	ACREAGE	LOTS
RESIDENTIAL (TYPE "C")	13.530	59
HOA/OPEN SPACE	0.472	1
STREET - ROW	4.271	-
TOTAL	18.273	60

RESIDENTIAL LOTS	
50' LOTS =	0
60' LOTS =	0
70' LOTS =	59
TOTAL =	59

HIGHWAY 380 MUNICIPAL
MANAGEMENT DISTRICT NO. 1
BEING 18.273 ACRES
SITUATED IN THE
W. LUMPKIN SURVEY, ABSTRACT NO. 730
TOWN OF LITTLE ELM,
DENTON COUNTY, TEXAS
AUGUST 2016

UNION PARK PHASE 2C

JONES CARTER
PLANO, TEXAS

Inherent inaccuracies of FEMA or Flood Insurance Rate Maps preclude a surveyor from certifying to the accuracies of locations based on such maps.

All floodplain information on this plat is for graphical depiction only, as scaled off of Firm Panel Map #48121C0410G, Dated April 18, 2011 for Denton County, Texas. This property is in Zone X, Areas determined to be outside the 0.2% annual chance floodplain. and Zone AE, special flood hazard areas (SFHA's) subject to inundation by the 1% annual chance flood.

 **JONES | CARTER**
Texas Board of Professional Engineers Registration No. F-439

Texas Board of Professional Engineers Registration No. F-439
6509 Windcrest Drive, Suite 600 • Plano, Texas 75024
972.488.3880

DEVELOPER/OWNER:
UNION PARK PHASE 2, LP,
VICTORY PARK
3090 OLIVE STREET, SUITE 300
DALLAS, TEXAS 75219
PHONE: (214) 777-4396

OWNER'S CERTIFICATION

STATE OF TEXAS :
COUNTY OF DENTON :

WHEREAS, H4 Little Elm, L.P. and Union Park Phase 2, L.P., are the owner(s) of a 18.273 acre tract of land situated in the William Lumpkin Survey, Abstract No. 730, Denton County Texas, being part of a 757.040 acre tract of land described in deed to H4 Little Elm, L.P., as recorded in Inst. No. 2013-48961 of the Deed Records of Denton County, Texas, (D.R.D.C.T.), and being more particularly described by metes and bounds as follows:

COMMENCING at a PK nail found in the north line of line of the Thomas Navo Survey, Abstract No. 964, the south line of the William Lumpkin Survey, Abstract No. 730, lying in the approximate centerline of Fish Trap Road, an apparent prescriptive road right-of-way, also being the northwest corner of Oglethorp Village at Savannah Phase 8F, recorded in Inst. No. 2015-350, of the Official Public Records of Denton County, Texas, (O.P.R.D.C.T.), and the north line of a called 189.000 acre tract of land described in deed to Union Park Phase 1, L.P., as recorded in Inst. No. 2014-35504;

THENCE North 55 Degrees 34 Minutes 26 Seconds West, across said 757.040 acre tract and the north line of said Oglethorp Village at Savannah Phase 8F, also the north line of Oglethorp Village at Savannah Phase 8E, recorded in Inst. No. 2015-350, O.P.R.D.C.T., a distance of 478.62 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the POINT OF BEGINNING of the herein described tract;

THENCE over and across said 757.040 acre tract, the following courses:

Northwesterly, along a non-tangent curve to the right having a central angle of 24 Degrees 48 Minutes 40 Seconds, a radius of 223.00 feet, an arc length of 96.57 feet, a chord bearing of North 63 Degrees 02 Minutes 26 Seconds West, and a chord length of 95.81 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 50 Degrees 38 Minutes 06 Seconds West, a distance of 26.32 to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 05 Degrees 38 Minutes 06 Seconds West, a distance of 14.14 to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 39 Degrees 21 Minutes 54 Seconds East, a distance of 23.26 to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 50 Degrees 38 Minutes 06 Seconds West, a distance of 54.00 to a 5/8" iron rod with cap stamped "Jones Carter" set for the beginning of non-tangent curve to the left;

Northeasterly, along said non-tangent curve to the left having a central angle of 37 Degrees 59 Minutes 24 Seconds, a radius of 598.00 feet, an arc length of 396.50 feet, a chord bearing of North 20 Degrees 22 Minutes 12 Seconds East, and a chord length of 389.28 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 01 Degrees 22 Minutes 30 Seconds East, a distance of 122.46 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the beginning of a tangent curve to the left;

Northwesterly, along said tangent curve to the left having a central angle of 39 Degrees 11 Minutes 49 Seconds, a radius of 473.00 feet, an arc length of 323.59 feet, a chord bearing of North 18 Degrees 13 Minutes 25 Seconds West, and a chord length of 317.31 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 52 Degrees 10 Minutes 40 Seconds East, a distance of 54.00 to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 06 Degrees 43 Minutes 12 Seconds East, a distance of 14.14 to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 51 Degrees 48 Minutes 21 Seconds East, a distance of 52.07 to a 5/8" iron rod with cap stamped "Jones Carter" set for the beginning of a tangent curve to the right;

Northeasterly, along said tangent curve to the left having a central angle of 39 Degrees 34 Minutes 09 Seconds, a radius of 263.00 feet, an arc length of 181.63 feet, a chord bearing of North 71 Degrees 35 Minutes 25 Seconds East, and a chord length of 178.04 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 88 Degrees 37 Minutes 30 Seconds East, a distance of 626.31 to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 01 Degrees 44 Minutes 20 Seconds West, a distance of 25.00 to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 07 Degrees 13 Minutes 33 Seconds East, a distance of 277.15 to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 01 Degrees 22 Minutes 30 Seconds West, a distance of 459.11 to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 88 Degrees 37 Minutes 30 Seconds West, a distance of 32.00 to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 01 Degrees 22 Minutes 30 Seconds West, a distance of 184.00 to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 88 Degrees 37 Minutes 30 Seconds West, a distance of 695.25 to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 31 Degrees 07 Minutes 43 Seconds West, a distance of 51.25 to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 37 Degrees 14 Minutes 06 Seconds West, a distance of 83.45 feet to the POINT OF BEGINNING, and containing 795,973 square feet or 18.273 acres of land more or less.

KNOW ALL MEN BY THESE PRESENTS;

THAT I, Eduardo Martinez, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the Town of Little Elm, Denton County, Texas.

PRELIMINARY
RELEASED FOR REVIEW ONLY. THIS
DOCUMENT SHALL NOT BE RECORDED
FOR ANY PURPOSE

Signature: _____

Eduardo Martinez

Registered Professional Land Surveyor No. 5274

Date: _____

NOTARY CERTIFICATE

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Eduardo Martinez, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

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

Notary Public in and for the State of Texas.

My Commission expires : _____, 20____.

DEDICATION STATEMENT

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, UNION PARK PHASE 2, LP, acting herein by and trough its duly authorized officers does hereby adopt this plat designation the herein above described property as UNION PARK PHASE 2C, an addition to the Town of Little Elm, Denton County, Texas, and do hereby dedicate in fee simple to Highway 380 Municipal Management District No. 1 (The District) to exclusive use forever, the streets and public use areas shown hereon, and do hereby dedicate the easements shown on the plat for the purposes indicated to the District's exclusive use forever, and said dedications being free and clear of all liens and encumbrances except as shown herein. No Buildings , Fences, Trees, Shrubs or other improvement shall be constructed or placed upon, over or across the easements of said plat. At the discretion of the District and subject to its written approval. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use the same unless the easement limits the use to a particular utility or utilities. Said use by public utilities being subordinate to the District's use thereof. Any public utility given the right by District to use said easements shall have the right to: remove and keep removed all or part of any building, fences, trees shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easements; and any public utility shall at all times have the right of ingress and egress to and from and upon ant said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity at any time procuring the permission of anyone. I do hereby bind myself, my successors and assigns to forever warrant and defend all and singular the above described streets, alleys, easements and right unto the District against every person whomsoever lawfully claiming or to claim the same or any part thereof. This property is not located within the extraterritorial jurisdiction of any municipality. This plat approved subject to all platting ordinances, rules and regulations of the Town of Little Elm.

Witness my hand this _____ day of _____, 20____.

BY: _____

NOTARY CERTIFICATE

STATE OF TEXAS §
COUNTY OF _____ §

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

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

Notary Public in and for the State of Texas.

My Commission expires : _____, 20____.

UNION PARK PHASE 2, LP,

a Texas limited partnership

By: BOH Investments GP, LLC,
a Delaware limited liability company,
its general partner

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20____. By _____, _____ of BOH Investments GP, LLC, a Delaware limited liability company, on behalf of said Limited liability company, in its capacity as general partner of Union Park Phase 2, LP, a Texas Limited partnership, on behalf of said limited partnership. Known to me to be the person whose name is subscribed to the foregoing instrument and acknowledgement to me that he executed the same for the purpose of and consideration therein expressed. and in the capacity therein stated.

given my hand and seal of office, this the _____ day of _____, 20____.

Notary Public, State of Texas

My Commission expires : _____, 20____.

REVIEWED AND APPROVED BY:
TOWN OF LITTLE ELM


TOWN OFFICIAL

TOWN SECRETARY

FINAL PLAT
UNION PARK PHASE 2C

HIGHWAY 380 MUNICIPAL
MANAGEMENT DISTRICT NO. 1
BEING 18.273 ACRES
SITUATED IN THE
W. LUMPKIN SURVEY, ABSTRACT NO. 730
TOWN OF LITTLE ELM,
DENTON COUNTY, TEXAS
AUGUST 2016

59 SINGLE FAMILY RESIDENTIAL LOTS
1 OTHER LOTS

ENGINEER/SURVEYOR:
 JONES CARTER
Texas Board of Professional Engineers Registration No. F-439
6509 Windcrest Drive, Suite 600 • Plano, Texas 75024
972.488.3880
Texas Board of Professional Land Surveying Registration No. 100461-03

DEVELOPER/OWNER:
UNION PARK PHASE 2, LP,
VICTORY PARK
3080 OLIVE STREET, SUITE 300
DALLAS, TEXAS 75219
PHONE: (214) 777-4396

TOWN OF LITTLE ELM

Town Council

Staff Report



PROJECT:	16-FP-026	Hillstone Pointe Phase 1 Major Revisions
HEARING DATES:	Planning & Zoning Commission:	9-1-16
	Town Council:	9-20-16
REQUEST:	Proposal to final plat 134 residential lots and 2 non-residential lots	
PROPOSED USE:	Low Density Residential	
LOCATION:	The subject property is generally located east of Oak Grove Road and west of Bluestone Road, within Little Elm's Town Limits.	
SIZE:	Approximately 23.906 acres	
CURRENT ZONING:	Planned Development-Single Family (PD-SF4)	
EXISTING USE / SITE ATTRIBUTES:	Undeveloped	
APPLICANT:	Petitt Barraza	
PROPERTY OWNER:	CADG Lincoln Park, LLC	
PLANNING ANALYSIS:	The applicant has completed staff's requested revisions. The proposed plat is in compliance with Little Elm's subdivision regulations.	
RECOMMENDED ACTION:	<i>On September 1, 2016, the Planning & Zoning Commission unanimously recommended approval of the final plat.</i>	
TOWN CONTACT:	Lisa Reich – Town Planner	
ATTACHMENTS:	Location Map Final Plat	



Image Source: Google 2016

Oak Grove Pkwy

E University Dr

Subject Property






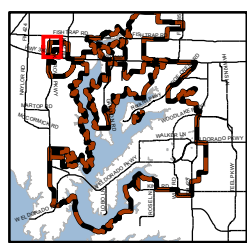
Location Map

Hillstone Pointe Ph1
Town of Little Elm
Denton County, TX
Date: 8/5/2016

0 17,500 35,000
Feet

Legend

- Roads
-  Hillstone Pointe Ph1
-  Town Limit
-  ETJ



This map is the property of the Town of Little Elm, and is not to be reproduced by any means, mechanical or digital, without written consent of the Town.

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS CADG LINCOLN PARK, LLC, IS THE OWNER OF THAT CERTAIN TRACT OF LAND SITUATED IN THE MARSELLA JONES SURVEY, ABSTRACT NO. 662, IN DENTON COUNTY, TEXAS, SAID TRACT BEING A PORTION OF TWO TRACTS OF LAND DESCRIBED IN A DEEDS TO CADG LINCOLN PARK, LLC, RECORDED IN DOCUMENT NUMBERS 2015-15945, AND 2015-16384 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS (RPRDCT), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH CAP FOUND FOR CORNER LOCATED ON THE EAST RIGHT-OF-WAY LINE OF OAK GROVE ROAD (VARIABLE WIDTH RIGHT-OF-WAY), AND BEING THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO OAK GROVE UNITED METHODIST CHURCH, RECORDED IN DOCUMENT NUMBER 2007-17505, RPRDCT, SAID IRON ROD ALSO BEING THE MOST WESTERLY NORTHWEST CORNER OF SAID CADG LINCOLN PARK, LLC TRACT, RECORDED IN DOCUMENT NUMBER 2015-15945, RPRDCT;

THENCE SOUTH 88 DEGREES 42 MINUTES 52 SECONDS EAST, WITH THE NORTH LINE OF SAID CADG LINCOLN PARK, LLC TRACT, RECORDED IN DOCUMENT NUMBER 2015-15945, RPRDCT, AND THE SOUTH LINE OF SAID OAK GROVE UNITED METHODIST CHURCH TRACT, A DISTANCE OF 751.41 FEET TO A 1/2-INCH IRON ROD WITH CAP MARKED "#4561" FOUND FOR THE SOUTHEAST CORNER OF SAID OAK GROVE UNITED METHODIST CHURCH TRACT;

THENCE, OVER AND ACROSS SAID CADG LINCOLN PARK, LLC, TRACT, RECORDED IN DOCUMENT NUMBER 2015-15945, RPRDCT, THE FOLLOWING COURSES AND DISTANCES TO 5/8-INCH IRON RODS WITH CAPS MARKED "PETITT-RPLS 4087" SET FOR CORNER:

SOUTH 88 DEGREES 29 MINUTES 37 SECONDS EAST, A DISTANCE OF 174.05 FEET;

SOUTH 01 DEGREE 30 MINUTES 23 SECONDS WEST, A DISTANCE OF 113.92 FEET;

SOUTH 88 DEGREES 27 MINUTES 26 SECONDS EAST, A DISTANCE OF 12.03 FEET;

SOUTH 01 DEGREE 32 MINUTES 34 SECONDS WEST, A DISTANCE OF 50.00 FEET;

NORTH 88 DEGREES 27 MINUTES 26 SECONDS WEST, A DISTANCE OF 12.00 FEET;

SOUTH 01 DEGREE 30 MINUTES 23 SECONDS WEST, A DISTANCE OF 236.00 FEET;

SOUTH 88 DEGREES 27 MINUTES 26 SECONDS EAST, A DISTANCE OF 12.03 FEET;

SOUTH 01 DEGREE 32 MINUTES 34 SECONDS WEST, A DISTANCE OF 50.00 FEET;

NORTH 88 DEGREES 27 MINUTES 26 SECONDS WEST, A DISTANCE OF 12.00 FEET;

AND SOUTH 01 DEGREE 30 MINUTES 23 SECONDS WEST, PASSING THE COMMON SOUTH LINE OF SAID CADG LINCOLN PARK TRACT, RECORDED IN DOCUMENT NUMBER 2015-15945, RPRDCT, AND THE NORTH LINE OF SAID CADG LINCOLN PARK TRACT, RECORDED IN DOCUMENT NUMBER 2015-16384, RPRDCT, AT A DISTANCE OF 152.10 FEET, CONTINUING IN ALL A TOTAL DISTANCE OF 220.00 FEET TO A 5/8-INCH IRON ROD WITH CAPS MARKED "PETITT-RPLS 4087" SET FOR CORNER;

THENCE, OVER AND ACROSS SAID CADG LINCOLN PARK, LLC, TRACT, RECORDED IN DOCUMENT NUMBER 2015-16384, RPRDCT, THE FOLLOWING COURSES AND DISTANCES TO 5/8-INCH IRON RODS WITH CAPS MARKED "PETITT-RPLS 4087" SET FOR CORNER:

SOUTH 88 DEGREES 27 MINUTES 26 SECONDS EAST, A DISTANCE OF 12.03 FEET;

SOUTH 01 DEGREE 32 MINUTES 34 SECONDS WEST, A DISTANCE OF 50.00 FEET;

NORTH 88 DEGREES 27 MINUTES 26 SECONDS WEST, A DISTANCE OF 12.00 FEET;

SOUTH 01 DEGREE 30 MINUTES 23 SECONDS WEST, A DISTANCE OF 236.00 FEET;

SOUTH 88 DEGREES 27 MINUTES 26 SECONDS EAST, A DISTANCE OF 11.34 FEET;

SOUTH 01 DEGREE 32 MINUTES 34 SECONDS WEST, A DISTANCE OF 50.00 FEET;

NORTH 88 DEGREES 27 MINUTES 26 SECONDS WEST, A DISTANCE OF 23.00 FEET;

AND SOUTH 01 DEGREE 32 MINUTES 34 SECONDS WEST, A DISTANCE OF 112.80 FEET, SAID POINT ALSO BEING IN THE NORTHERLY LINE OF A TRACT OF LAND DESCRIBED IN A DEED WESTERN RIM INVESTORS 2015-1, L.P., RECORDED IN DOCUMENT NUMBER 2015-17019, RPRDCT, FROM WHICH A 5/8 INCH IRON ROD MARKED "PETITT -RPLS 4087" FOUND AT THE NORTHEAST CORNER OF SAID WESTERN RIM INVESTORS 2015-1, L.P. TRACT BEARS SOUTH 88 DEGREES 29 MINUTES 37 SECONDS EAST, A DISTANCE OF 178.63 FEET;

THENCE NORTH 88 DEGREES 29 MINUTES 37 SECONDS WEST, WITH SAID NORTH LINE A DISTANCE OF 924.37 FEET TO A 5/8 INCH IRON ROD MARKED "PETITT -RPLS 4087" FOUND AT THE NORTHWEST CORNER OF SAID WESTERN RIM INVESTORS 2015-1, L.P. TRACT, SAID IRON ROD ALSO BEING LOCATED ON SAID EAST RIGHT-OF-WAY LINE OF OAK GROVE ROAD;

THENCE NORTH 02 DEGREES 01 MINUTE 37 SECONDS EAST, WITH SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 516.71 FEET TO A 5/8 INCH IRON ROD MARKED "PETITT -RPLS 4087" FOUND AT THE NORTHWEST CORNER OF SAID CADG LINCOLN PARK, LP TRACT, RECORDED IN DOCUMENT NUMBER 2015-16384, RPRDCT, SAID IRON ROD ALSO BEING THE SOUTHWEST CORNER OF SAID CADG LINCOLN PARK, LP TRACT, RECORDED IN DOCUMENT NUMBER 2015-15945, RPRDCT;

THENCE NORTH 02 DEGREES 04 MINUTES 46 SECONDS EAST, CONTINUING WITH SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 599.15 FEET TO THE POINT OF BEGINNING, AND CONTAINING 23.906 ACRES OF LAND.

DEDICATION STATEMENT

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, CADG LINCOLN PARK, LLC, ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICER, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN DESCRIBED PROPERTY AS **HILLSTONE POINTE PHASE 1**, AN ADDITION TO THE TOWN OF LITTLE ELM, TEXAS, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL THE STREETS, EASEMENTS AND PUBLIC USE AREAS SHOWN HEREON, SAID DEDICATION BEING FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS SHOWN HEREON, NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS ON SAID PLAT. UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE THE SAME UNLESS THE EASEMENT LIMITS THE USE TO A PARTICULAR UTILITY OR UTILITIES. THE PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEM ON ANY OF THESE EASEMENTS, AND ANY PUBLIC UTILITY SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND UPON ANY OF SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEM WITHOUT THE NECESSITY AT ANY TIME PROCURING THE PERMISSION OF ANYONE. I DO HEREBY BIND MYSELF, MY SUCCESSORS AND ASSIGNS TO FOREVER WARRANT AND DEFEND ALL AND SINGULAR THE ABOVE DESCRIBED STREETS, EASEMENTS AND PUBLIC USE AREAS AGAINST EVERY PERSON WHOMSOEVER COMES LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF. THIS PLAT APPROVED SUBJECT TO ALL THE PLATTING ORDINANCES, RULES AND REGULATIONS OF THE TOWN OF LITTLE ELM.

CADG LINCOLN PARK, LLC,
A TEXAS LIMITED LIABILITY COMPANY

BY: CADG HOLDINGS, LLC,
A TEXAS LIMITED LIABILITY COMPANY,
ITS SOLE MEMBER

BY: MMM VENTURES, LLC,
A TEXAS LIMITED LIABILITY COMPANY
ITS MANAGER

BY: 2M VENTURES, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
ITS MANAGER

BY: _____
NAME: MEHRDAD MOAYEDI
ITS: MANAGER

STATE OF TEXAS §

COUNTY OF DALLAS §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 2016, BY MEHRDAD MOAYEDI, MANAGER OF 2M VENTURES, LLC, AS MANAGER OF MMM VENTURES, LLC, AS MANAGER OF CADG HOLDINGS, LLC, AS SOLE MEMBER OF CADG LINCOLN PARK, LLC, A TEXAS LIMITED LIABILITY COMPANY ON BEHALF OF SAID COMPANY.

NOTARY PUBLIC, STATE OF TEXAS _____

APPROVED BY THE TOWN OF LITTLE ELM ON THIS _____ DAY OF _____, 2016.

TOWN OFFICIAL
TOWN OF LITTLE ELM, TEXAS

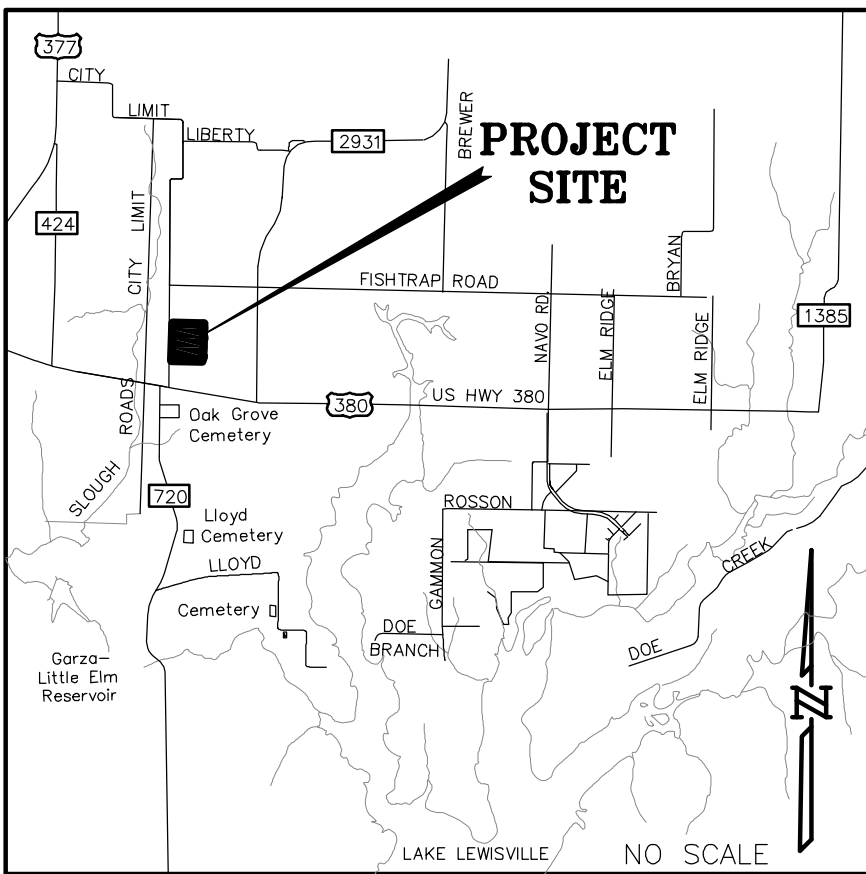
DATE: _____

TOWN SECRETARY
TOWN OF LITTLE ELM, TEXAS

DATE: _____

OWNER: CADG LINCOLN PARK, LLC
1800 VALLEY VIEW LANE STE. 300
FARMERS BRANCH, TEXAS 75234
PHONE (469) 892-7200

PETITT BARRAZA
ENGINEERING PLANNING SURVEYING
TBPE FIRM REGISTRATION NO. 1488
TBPLS FIRM REGISTRATION NO. 101068
1651 Glenville Drive, Suite 208
Richardson, Texas 75081
Tel. No. (214) 221-9955
Fax No. (214) 340-3550
DATE: AUGUST 2016
SCALE: 1"= 100'
JOB NO. 1401100
JNICHOLS@PETITTBARRAZA.COM



VICINITY MAP

SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JIMMIE D. NICHOLS, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE LAND DESCRIBED HEREON, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED OR FOUND UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE "DENTON COUNTY SUBDIVISION RULES AND REGULATIONS."

"PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT"

JIMMIE D. NICHOLS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5184

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 JIMMIE D. NICHOLS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2016.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

NOTES:

- WATER SERVICE TO BE PROVIDED BY THE TOWN OF LITTLE ELM.
- UTILITY PROVIDERS:
 - (1) ELECTRIC & GAS SERVICE: COSERV
7701 SOUTH STEWARTS, CORINTH, TEXAS 75065
PHONE: 1-800-274-4014
 - (2) TELEPHONE SERVICE: AT&T
2301 RIDGEVIEW DRIVE, PLANO, TEXAS 75025
PHONE: (972) 569-3084
- SANITARY SEWER TO BE HANDLED BY FACILITIES APPROVED BY THE TOWN OF LITTLE ELM.
- THE MAINTENANCE OF PAVING, GRADING AND DRAINAGE IMPROVEMENTS AND/OR EASEMENTS SHOWN ON THIS PLAT IS THE RESPONSIBILITY OF THE TOWN OF LITTLE ELM.
- ALL UTILITY EASEMENTS FOR WATER, SEWER, DRAINAGE AND FLOOD CONTROL FACILITIES AND STREETS SHOWN HEREON, ARE HEREBY DEDICATED BY THIS PLAT FOR THE EXCLUSIVE USE OF THE TOWN OF LITTLE ELM, UNLESS OTHERWISE NOTED.
- SUBJECT PROPERTY LIES WITHIN ZONE X (UN-SHADED AREA), DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AREA FLOOD INSURANCE RATE MAP FOR DENTON COUNTY, TEXAS AND INCORPORATED AREAS ~ MAP NUMBER 48121C0405G, REVISION DATE APRIL 18, 2011.
- ALL PERIMETER BOUNDARY CORNERS ARE 5/8-INCH IRON ROD WITH CAPS MARKED "PETITT-RPLS 4087" FOUND OR SET, UNLESS NOTED OTHERWISE.
- THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM - NAD 83 (CORS TEXAS NORTH CENTRAL ZONE 4202). ALL DISTANCES ARE SURFACE DISTANCES WITH A SURFACE TO GRID SCALE FACTOR OF 0.999849392677.
- ALL LOTS ENDING IN A "X" ARE COMMON AREA LOTS AND WILL BE OWNED AND MAINTAINED BY THE HOA/POA.
- THIS PROPERTY MAY BE SUBJECT TO CHARGES RELATED TO IMPACT FEES AND THE APPLICANT SHOULD CONTACT THE TOWN REGARDING ANY APPLICABLE FEES DUE.
- NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF TOWN ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- THIS PLAT DOES NOT ALTER OR REMOVE EXISTING DEED RESTRICTIONS, IF ANY, ON THIS PROPERTY.
- PRIVATE COMMON AREAS MAY CONTAIN, EITHER ACROSS OR THROUGH, A PUBLIC TRAIL SYSTEM.
- ALL LOTS COMPLY WITH THE MINIMUM SIZE REQUIREMENTS OF THE ZONING DISTRICT.

FINAL PLAT HILLSTONE POINTE PHASE 1

23.906 ACRES
134 RESIDENTIAL LOTS
2 NON-RESIDENTIAL LOTS
STREET RIGHT-OF-WAY - 6.741 ACRES
SITUATED IN THE
MARSELLA JONES SURVEY, ABSTRACT NO. 662
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS

P.O.B.

TEXAS STATE PLANE COORDINATES
NORTH CENTRAL ZONE 4202 (GRID)
N 7,133,476.83 E 2,434,485.03

JENNIFER HAYLEY WHISENANT
CROWELL, INVESCROW GROUP, LLC,
LITTLE BRO BIG SIS, LLC, & OAK
GROVE 380 INVESTORS, LLC
DOC. NO. 2015-128308
RPRDCT

MARSELLA JONES SURVEY
ABSTRACT NO. 662
OAK GROVE ROAD
(VARIABLE WIDTH RIGHT-OF-WAY)
1/2" IRON ROD
20' SANITARY SEWER ESM'T
DOC. NO. 2010-15781
RPRDCT

DETENTION POND EASEMENT
WESTERN RIM INVESTORS
2015-1, L.P.
DOC. NO. 2015-36534
RPRDCT
(TO BE ABANDONED BY
SEPARATE INSTRUMENT)

DRAINAGE EASEMENT
CADG LINCOLN PARK
TOWN OF CROSSROADS
DOC. NO. 2016-89572
RPRDCT

LEGEND

POB	POINT OF BEGINNING
VOL.	VOLUME
PC	PAGE
CAB	CABINET
PRDCT	PLAT RECORDS, DENTON COUNTY, TEXAS
RPRDCT	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
UE	UTILITY EASEMENT
SSE	SANITARY SEWER EASEMENT
DE	DRAINAGE EASEMENT
BL	BUILDING SETBACK LINE
DCFWSD	DENTON COUNTY FRESH WATER SUPPLY DISTRICT
IRF	5/8-INCH IRON ROD W/CAP MARKED "PETITT-RPLS 4087" FOUND
IRS	5/8-INCH IRON ROD W/CAP MARKED "PETITT-RPLS 4087" SET
R.O.W.	RIGHT-OF-WAY
(20)	DESIGNATES SUBDIVISION BLOCK

OAK GROVE UNITED METHODIST CHURCH
DOC. NO. 2007-17505
RPRDCT

MARSELLA JONES SURVEY
ABSTRACT NO. 662
TEMPORARY
TURNAROUND EASEMENT
(VIA SEPARATE INSTRUMENT)
TEMPORARY
10' X 50' O/S U.E.
(VIA SEPARATE INSTRUMENT)

TEMPORARY
TURNAROUND EASEMENT
(VIA SEPARATE INSTRUMENT)
TEMPORARY
10' X 50' O/S U.E.
(VIA SEPARATE INSTRUMENT)

TEMPORARY
10' X 50' O/S U.E.
(VIA SEPARATE INSTRUMENT)

CADG LINCOLN PARK, LLC
DOC. NO. 2015-15945
RPRDCT
TEMPORARY
10' X 16'
O/S U.E.
(VIA SEPARATE INSTRUMENT)

TEMPORARY
10' X 50' O/S U.E.
(VIA SEPARATE INSTRUMENT)

CADG LINCOLN PARK, LLC
DOC. NO. 2015-16384
RPRDCT
TEMPORARY
10' X 50' O/S U.E.
(VIA SEPARATE INSTRUMENT)

TOWN OF LITTLE ELM
APPROXIMATE LOCATION OF CITY LIMITS
TOWN OF LINCOLN PARK
TEMPORARY
10' X 50' O/S U.E.
(VIA SEPARATE INSTRUMENT)

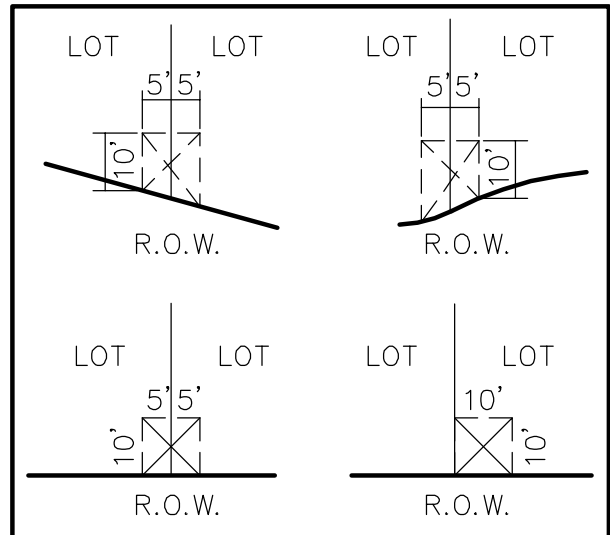
CADG LINCOLN PARK, LLC
DOC. NO. 2015-16384
RPRDCT
TEMPORARY
10' X 16'
O/S U.E.
(VIA SEPARATE INSTRUMENT)

TEMPORARY
10' X 50' O/S U.E.
(VIA SEPARATE INSTRUMENT)

WESTERN RIM INVESTORS 2015-1, L.P.
DOC. NO. 2015-17019
RPRDCT

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD DIRECTION	CHORD DISTANCE
C1	89°57'49"	50.00	78.51	49.97	S43°28'31"E	70.69
C2	90°02'11"	50.00	78.57	50.03	S46°31'29"W	70.73
C3	89°57'49"	25.00	39.25	24.98	S43°28'31"E	35.34
C4	142°20'49"	60.00	149.08	-----	S36°06'52"E	113.58
C5	90°02'11"	25.00	39.29	25.02	S46°31'29"W	35.37
C6	142°41'24"	60.00	149.43	-----	S39°18'51"W	149.42
C7	90°00'00"	40.00	62.83	40.00	S46°32'34"W	56.57
C8	90°00'00"	40.00	62.83	40.00	S43°27'26"E	56.57

LINE	BEARING	DISTANCE
L1	N46°29'00"E	0.83
L3	S46°46'51"W	35.52
L4	S43°13'09"E	35.19



TYPICAL 10'x10' TRANSFORMER PAD ESMT.

N.T.S.

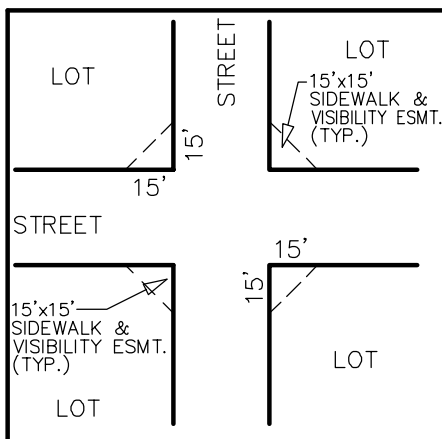
UTILITY COMPANY APPROVAL

ELECTRIC & GAS COMPANY:	
COSERV	DATE
TELEPHONE COMPANY:	DATE
AT&T	DATE

15'x15' SIDEWALK & VISIBILITY

EASEMENT AT STREET & ALLEY INTERSECTIONS

N.T.S.
(TYPICAL ALL INTERSECTIONS)



TOWN OF LITTLE ELM

Town Council

Staff Report



PROJECT:	16-PP-002	Prairie Oaks
HEARING DATES:	Planning & Zoning Commission:	9-1-16
	Town Council:	9-20-16
REQUEST:	Proposal to preliminary plat 480 residential lots and 16 non-residential lots	
PROPOSED USE:	Low Density Residential	
LOCATION:	The subject property is generally located east of Oak Grove Road and north of Lloyd's Road, within Little Elm's ETJ.	
SIZE:	Approximately 147.8 acres	
CURRENT ZONING:	ETJ	
EXISTING USE / SITE ATTRIBUTES:	Undeveloped	
APPLICANT:	Prairie Oaks, Ltd.	
PROPERTY OWNER:	Phase 16 Investments, LP	
PLANNING ANALYSIS:	The applicant is in the process of completing staff's requested revisions on the Preliminary Plat. The proposed plat is in compliance with Little Elm's subdivision regulations, subject to the requested revisions being completed.	
RECOMMENDED ACTION:	<i>On September 1, 2016, the Planning & Zoning Commission unanimously recommended approval of the preliminary plat, subject to staff's requested revisions being completed.</i>	
TOWN CONTACT:	Lisa Reich – Town Planner	
ATTACHMENTS:	Location Map Preliminary Plat	

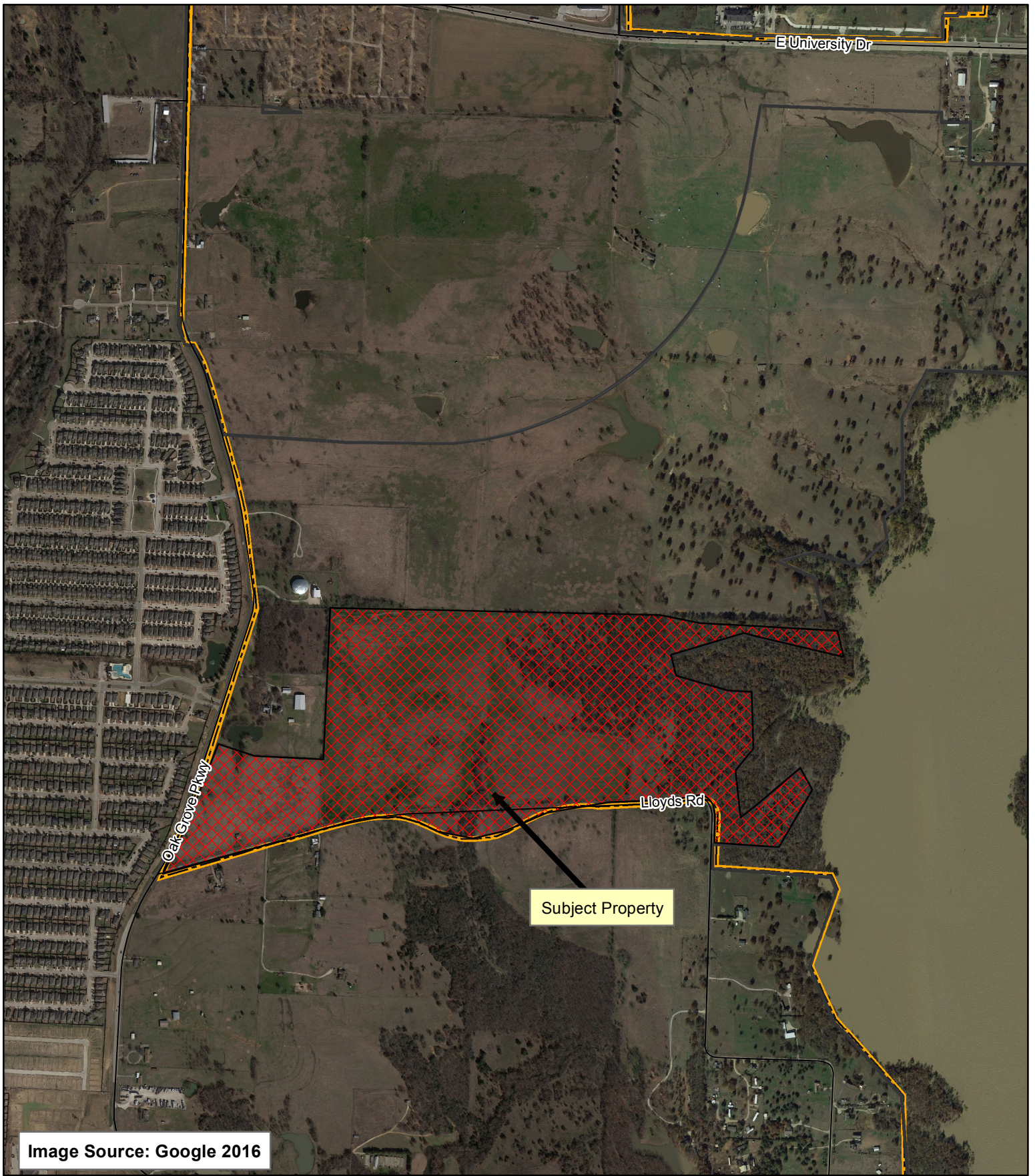



Image Source: Google 2016






LITTLE ELM

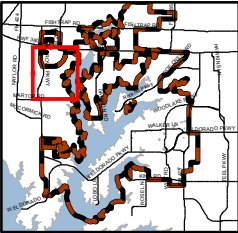
Location Map


Prairie Oaks
Town of Little Elm
Denton County, TX
Date: 8/5/2016

0 17,500 35,000 Feet

Legend

- Roads
-  Prairie Oaks
-  Town Limit
-  ETJ

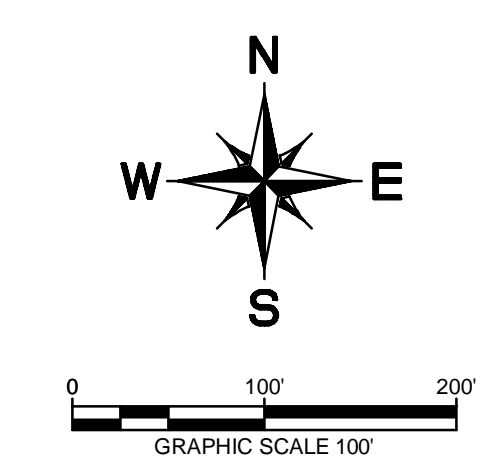




This map is the property of the Town of Little Elm, and is not to be reproduced by any means, mechanical or digital, without written consent of the Town.

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

PLotted BY: PHILIP B. BOCK, 4472564.48194
DWC NAME: K:\FRI CIVIL\00912506\RUDDMAN NORTH\DWG\PRELIMINARY PLAT DWG (PRELIMINARY PLAT)
LAST SAVED: 8/22/2016 4:59 PM
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



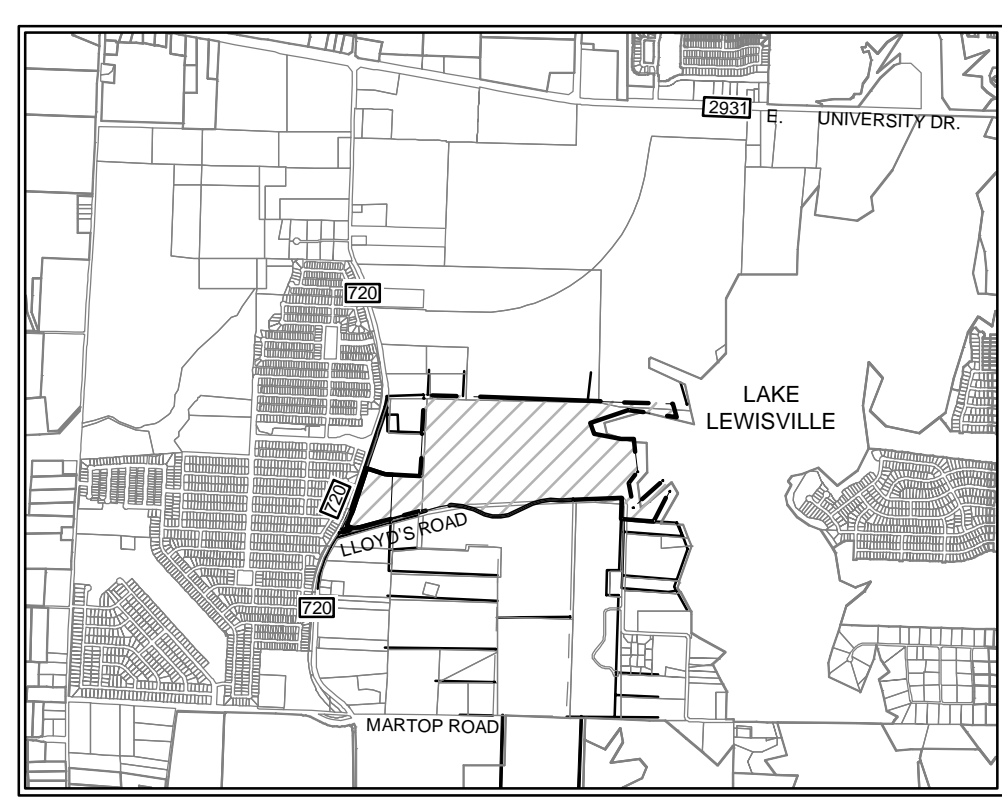
CALLLED 23.7591
REMAINDER OF MUSTANG
WATER SUPPLY CORPORATION
INST. NO. 98-8954
O.R.D.C.T.

CALLLED 5.84 ACRES
E.F. BATES, F.P.
MCREYNOLDS, S.F.
TAYLOR, A.W. BUSH, B.F.
TAYLOR
VOL. Q, PG. 103
D.R.D.C.T.

CALLLED 13.325 ACRES
DONALD R. COOPER AND
SUSAN S. COOPER
INST. NO. 00-64312
O.R.D.C.T.

CALLLED 5.18 ACRES
UPPER TRINITY REGIONAL
WATER DISTRICT
INST. 00-74655
O.R.D.C.T.

CALLLED 138.768 ACRES
SPIRITAS RANCH ENTERPRISE
VOL. 998, PG. 670
D.R.D.C.T.

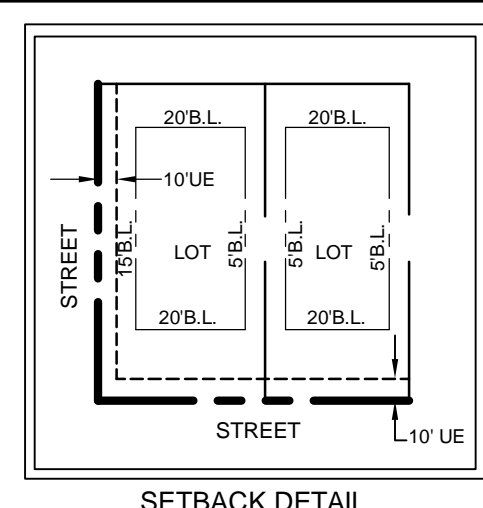


VICINITY MAP
SCALE: 1" = 3,000'

GENERAL NOTES

- ALL LOTS COMPLY WITH THE MINIMUM SIZE REQUIREMENTS OF THE DEVELOPMENT AGREEMENT.
- PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY.
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- THIS PLAT DOES NOT ALTER OR REMOVE EXISTING DEED RESTRICTIONS, IF AND, ON THIS PROPERTY.
- MINIMUM FINISHED FLOOR ELEVATIONS ARE AT LEAST 2 FEET ABOVE THE 100 YEAR FLOOD PLAIN.
- THE SUBJECT PROPERTY DOES NOT LIE WITHIN A 100 YEAR FLOOD PLAIN ACCORDING TO COMMUNITY PANEL NO. 48121C0405G, DATED APRIL 18, 2014 OF THE NATIONAL FLOOD INSURANCE RATE MAPS FOR DENTON COUNTY TEXAS.
- THE THOROUGHFARE ALIGNMENT(S) SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT
- REFER TO SETBACK DETAIL FOR FRONT YARD, SIDE YARD, AND REAR YARD SETBACK DIMENSIONS.
- THE MINIMUM WIDTH OF THE LOT SHALL BE MEASURED ALONG THE PLATTED FRONT YARD BUILDING SET BACK LINE.
- SEE SHEET P-3 FOR LOT AREA TABLES
- SEE SHEET P-3 FOR LINE AND CURVE DATA TABLES

LEGEND	
D.R.D.C.T.	DEED RECORDS DENTON COUNTY, TEXAS
O.R.D.C.T.	OFFICIAL RECORDS DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS DENTON COUNTY, TEXAS
(CM)	CONTROLLING MONUMENT
HOA	HOMEOWNER'S ASSOCIATION
AE	ACCESS EASEMENT
B.L.	BUILDING LINE
UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT
SSE	SANITARY SEWER EASEMENT
SWE	SIDEWALK EASEMENT
WLE	WATER LINE EASEMENT
WME	WALL MAINTENANCE EASEMENT
VAM	VISIBILITY ACCESS AND MAINTENANCE EASEMENT
USACE	UNITED STATES OF AMERICA CORP. OF ENGINEERS
6" M	6" MASONRY SCREEN WALL
6" W	6" WROUGHT IRON FENCE
—X—	FIRE HYDRANT
WM	WATER METER
WV	WATER VALVE
—	STREET NAME CHANGE

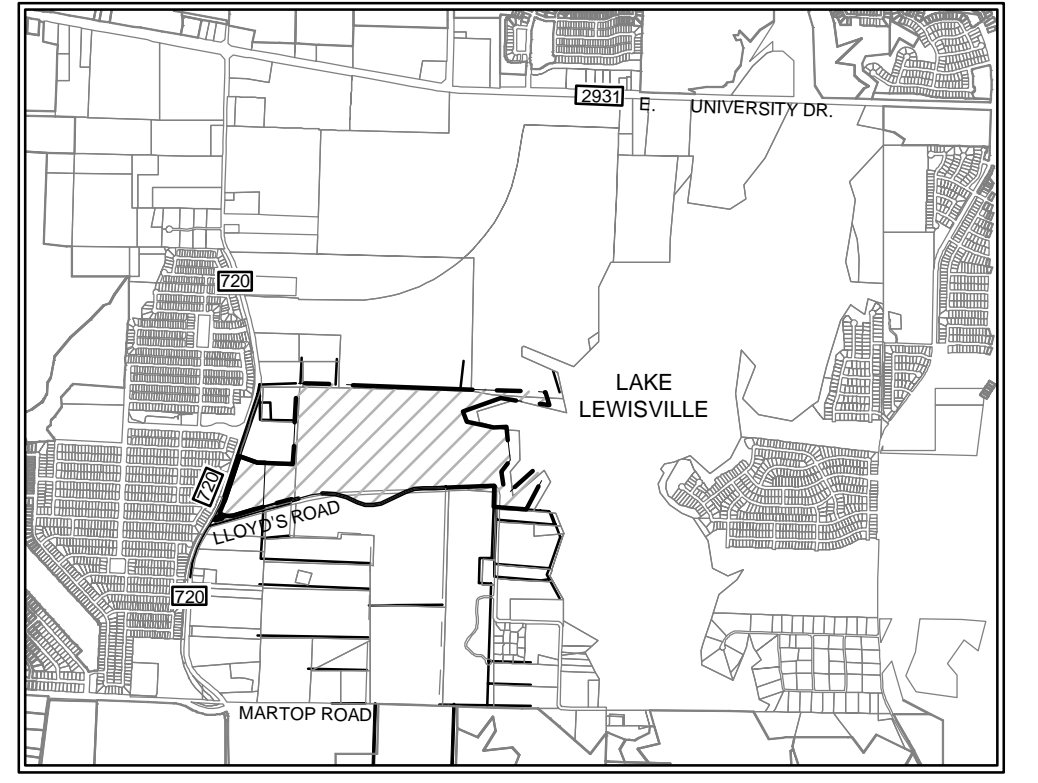
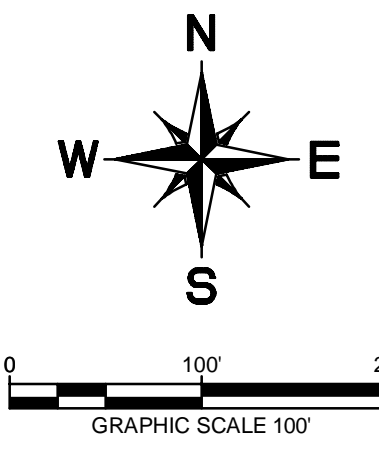


CITY PROJECT NUMBER: 16-PP-002

PRELIMINARY PLAT
FOR
PRAIRIE OAKS

480 RESIDENTIAL LOTS / 16 OPEN SPACES
BEING 135.605 ACRES
OUT OF THE
MARSELLA JONES SURVEY, ABSTRACT NO. 662
IN THE
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

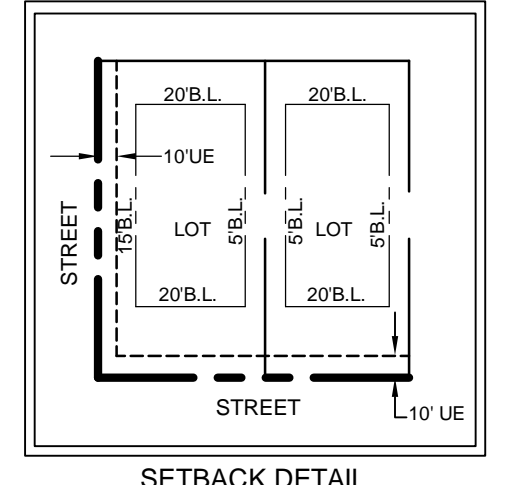
OWNER: Phase 16 Investments, LP. PO Box 601638 Dallas, TX 75360 Contact: KIM SCHWIMMER	OWNER: Rudman Partnership, LTD. 1700 Pacific Ave. Suite 4700 Dallas, TX 75201 Tel: (214) 220-3900 Contact: TREV SIBLEY	DEVELOPER: Prairie Oaks, LTD. 5305 Village Creek Drive Plano, TX 75093 Tel: (972) 960-7500 Contact: JOHN DOWDALL	ENGINEER/SURVEYOR: Kimley»Horn 5750 Genesis Ct. Suite 200 Frisco, TX 75034 Tel: (972) 335-3580 Contact: BRYAN R. MOODY, P.E.			
DESIGNED		CHECKED	SCALE	DATE	KH PROJECT NO.	P-1
BAP DFW		BRM	AS SHOWN	SEPT. 2016	068312504	



VICINITY MAP
SCALE: 1" = 3,000'

GENERAL NOTES

1. ALL LOTS COMPLY WITH THE MINIMUM SIZE REQUIREMENTS OF THE DEVELOPMENT AGREEMENT.
2. PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY.
3. THIS PROPERTY MAY BE SUBJECT TO CHARGES RELATED TO IMPACT FEES AND THE APPLICANT SHOULD CONTACT THE TOWN REGARDING ANY APPLICABLE FEES DUE.
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8. THE SUBJECT PROPERTY DOES NOT LIE WITHIN A 100 YEAR FLOOD PLAIN ACCORDING TO COMMUNITY PANEL NO. 48121C0405G, DATED APRIL 18, 2011 OF THE NATIONAL FLOOD INSURANCE RATE MAPS FOR DENTON COUNTY TEXAS.
9. THE THOROUGHFARE ALIGNMENT(S) SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT
10. REFER TO SETBACK DETAIL FOR FRONT YARD, SIDE YARD, AND REAR YARD SETBACK DIMENSIONS.
11. THE MINIMUM WIDTH OF THE LOT SHALL BE MEASURED ALONG THE PLATTED FRONT YARD BUILDING SET BACK LINE.
12. SEE SHEET P-3 FOR LOT AREA TABLES
13. SEE SHEET P-3 FOR LINE AND CURVE DATA TABLES



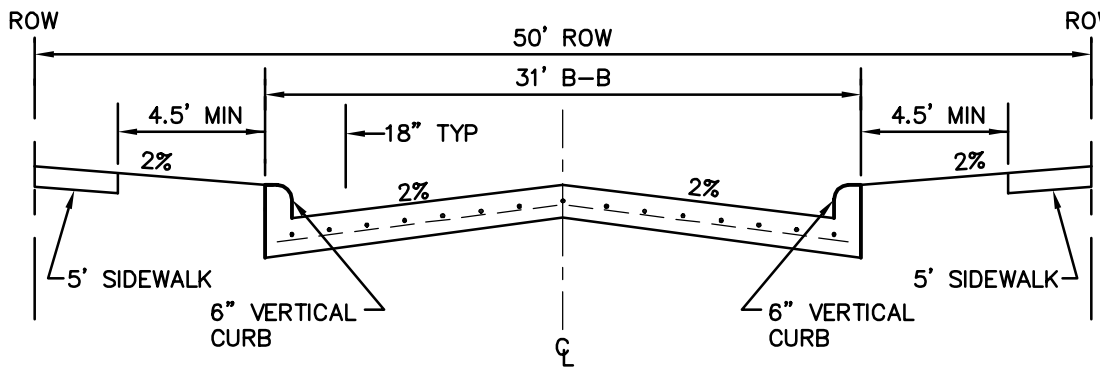
CITY PROJECT NUMBER: 16-PP-002

PRELIMINARY PLAT
FOR
PRAIRIE OAKS

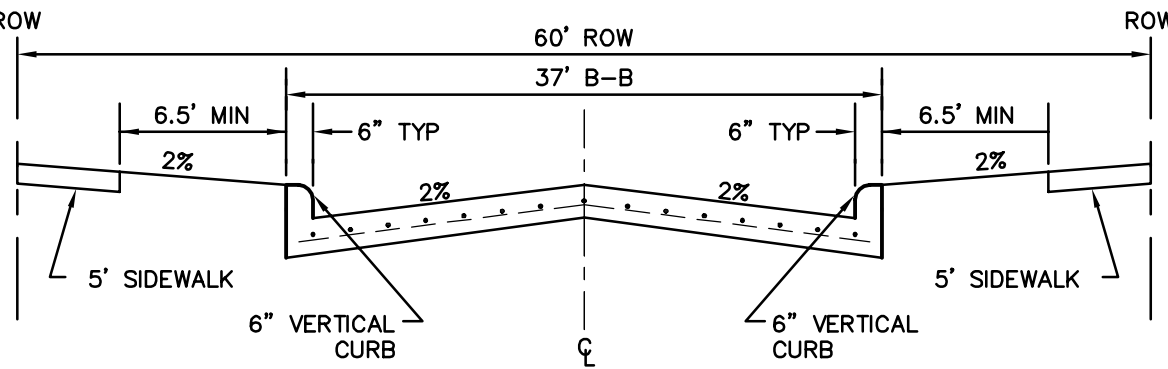
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DESIGNED BAP	DRAWN DFW	CHECKED BRM	SCALE AS SHOWN
DATE SEPT. 2016			KH PROJECT NO. 069312504

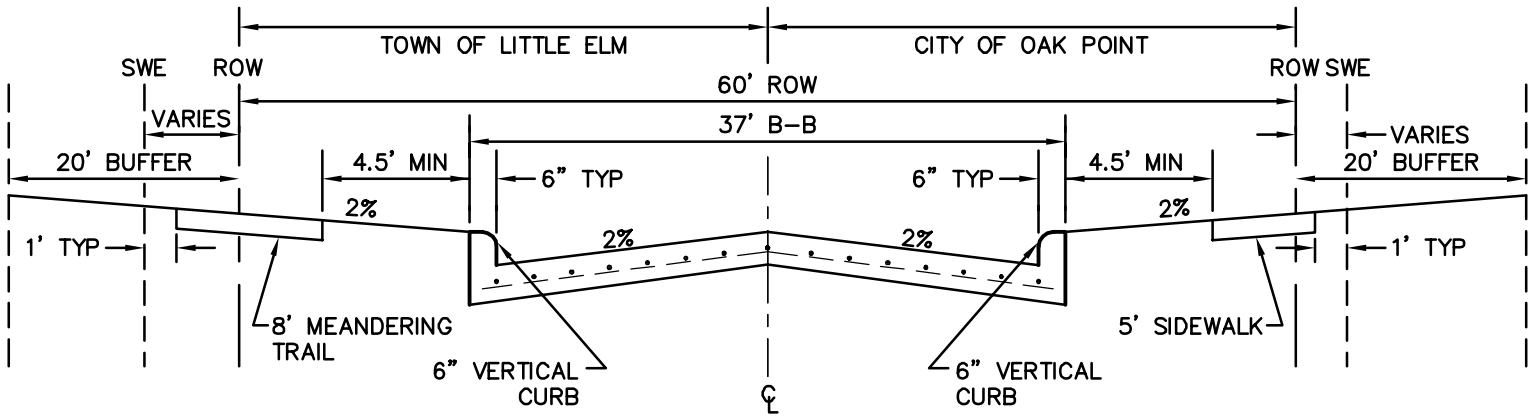
PLOTTED BY: KIMLEY-HORN
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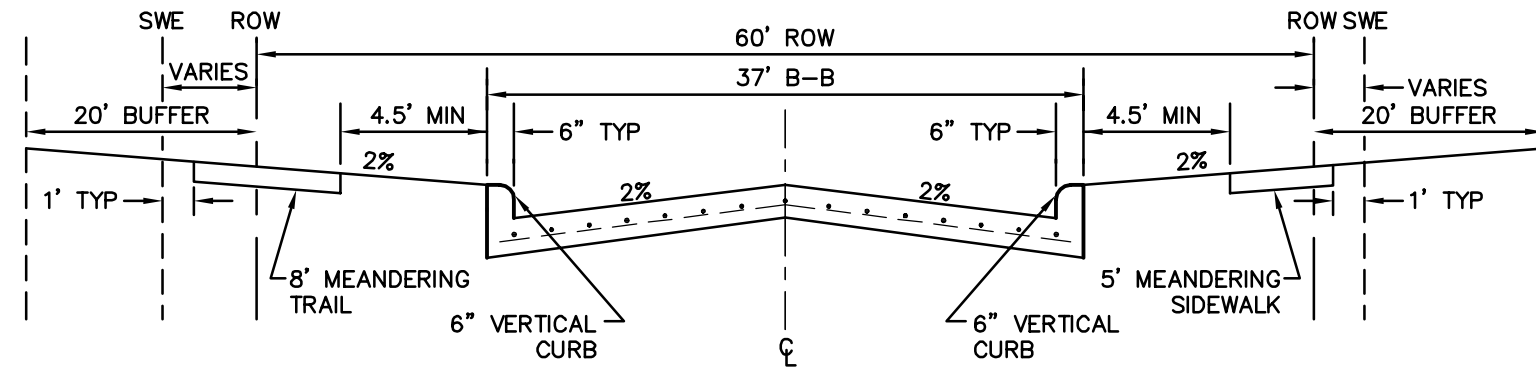
50' RIGHT-OF-WAY
STANDARD STREET SECTION
NTS



60' RIGHT-OF-WAY
37' B-B STANDARD STREET SECTION
NTS



60' RIGHT-OF-WAY
LLOYD'S ROAD
NTS



60' RIGHT-OF-WAY
COLLECTOR R STREET SECTION
NTS

LOT AREA TABLE		
LOT & BLOCK NUMBER	AREA (AC)	AREA (SF)
BLOCK A - HOA LOT 1	0.24	10637.50
BLOCK A - HOA LOT 77	4.89	213220.56
BLOCK A - LOT 2	0.14	6312.50
BLOCK A - LOT 3	0.14	6250.00
BLOCK A - LOT 4	0.14	6250.00
BLOCK A - LOT 5	0.14	6248.78
BLOCK A - LOT 6	0.18	7831.62
BLOCK A - LOT 7	0.32	13993.41
BLOCK A - LOT 8	0.22	9485.52
BLOCK A - LOT 9	0.15	6470.19
BLOCK A - LOT 10	0.15	6500.00
BLOCK A - LOT 11	0.15	6500.00
BLOCK A - LOT 12	0.15	6500.00
BLOCK A - LOT 13	0.15	6500.00
BLOCK A - LOT 14	0.15	6499.57
BLOCK A - LOT 15	0.34	14849.47
BLOCK A - LOT 16	0.25	10946.31
BLOCK A - LOT 17	0.15	6584.01
BLOCK A - LOT 18	0.14	6000.00
BLOCK A - LOT 19	0.14	6000.00
BLOCK A - LOT 20	0.14	6000.00
BLOCK A - LOT 21	0.17	7193.40
BLOCK A - LOT 22	0.17	7341.87
BLOCK A - LOT 23	0.14	6000.00
BLOCK A - LOT 24	0.14	6000.00
BLOCK A - LOT 25	0.17	7242.85
BLOCK A - LOT 26	0.31	13387.70
BLOCK A - LOT 27	0.22	9664.33
BLOCK A - LOT 28	0.14	6222.38
BLOCK A - LOT 29	0.14	6000.00
BLOCK A - LOT 30	0.14	6000.00
BLOCK A - LOT 31	0.14	6000.00
BLOCK A - LOT 32	0.14	6055.66
BLOCK A - LOT 33	0.21	9281.64
BLOCK A - LOT 34	0.28	12393.43
BLOCK A - LOT 35	0.16	6917.12
BLOCK A - LOT 36	0.14	6000.05
BLOCK A - LOT 37	0.14	6000.05
BLOCK A - LOT 38	0.14	6000.05
BLOCK A - LOT 39	0.14	6000.05
BLOCK A - LOT 40	0.14	6000.05
BLOCK A - LOT 41	0.14	6000.05
BLOCK A - LOT 42	0.14	6000.05
BLOCK A - LOT 43	0.14	6000.05
BLOCK A - LOT 44	0.14	6022.94
BLOCK A - LOT 45	0.22	9392.21
BLOCK A - LOT 46	0.28	12325.46
BLOCK A - LOT 47	0.17	7338.07
BLOCK A - LOT 48	0.17	7595.87
BLOCK A - LOT 49	0.19	8371.28

LOT AREA TABLE			
LOT & BLOCK NUMBER	AREA (AC)	AREA (SF)	AREA (SF)
BLOCK A - LOT 50	0.23	9930.46	
BLOCK A - LOT 51	0.34	14808.65	
BLOCK A - LOT 52	0.18	8055.18	
BLOCK A - LOT 53	0.17	7200.00	
BLOCK A - LOT 54	0.17	7200.00	
BLOCK A - LOT 55	0.17	7200.00	
BLOCK A - LOT 56	0.18	7803.16	
BLOCK A - LOT 57	0.27	11841.29	
BLOCK A - LOT 58	0.17	7240.70	
BLOCK A - LOT 59	0.17	7200.00	
BLOCK A - LOT 60	0.17	7200.00	
BLOCK A - LOT 61	0.17	7200.00	
BLOCK A - LOT 62	0.20	8901.18	
BLOCK A - LOT 63	0.37	16199.05	
BLOCK A - LOT 64	0.20	8536.25	
BLOCK A - LOT 65	0.15	6492.13	
BLOCK A - LOT 66	0.15	6589.44	
BLOCK A - LOT 67	0.21	9198.62	
BLOCK A - LOT 68	0.17	7604.57	
BLOCK A - LOT 69	0.14	5998.91	
BLOCK A - LOT 70	0.14	6000.00	
BLOCK A - LOT 71	0.14	6000.00	
BLOCK A - LOT 72	0.14	6000.00	
BLOCK A - LOT 73	0.14	6000.00	
BLOCK A - LOT 74	0.14	6000.00	
BLOCK A - LOT 75	0.14	6000.00	
BLOCK A - LOT 76	0.17	7586.23	
BLOCK B - LOT 1	0.16	7150.00	
BLOCK B - LOT 2	0.14	6000.00	
BLOCK B - LOT 3	0.14	6000.00	
BLOCK B - LOT 4	0.14	6000.00	
BLOCK B - LOT 5	0.14	6000.00	
BLOCK B - LOT 6	0.17	7193.40	
BLOCK B - LOT 7	0.17	7341.87	
BLOCK B - LOT 8	0.14	6000.00	
BLOCK B - LOT 9	0.14	6000.00	
BLOCK B - LOT 10	0.14	6000.00	
BLOCK B - LOT 11	0.14	6000.00	
BLOCK B - LOT 12	0.16	7150.00	
BLOCK C - LOT 1	0.16	7150.00	
BLOCK C - LOT 2	0.14	6000.00	
BLOCK C - LOT 3	0.14	6000.00	
BLOCK C - LOT 4	0.14	6000.00	
BLOCK C - LOT 5	0.14	6000.00	
BLOCK C - LOT 6	0.14	6000.00	
BLOCK C - LOT 7	0.14	6000.00	
BLOCK C - LOT 8	0.14	6000.00	
BLOCK C - LOT 9	0.14	6000.00	
BLOCK C - LOT 10	0.14	6000.00	
BLOCK C - LOT 11	0.14	6000.00	

LOT AREA TABLE			
LOT & BLOCK NUMBER	AREA (AC)	AREA (SF)	AREA (SF)
BLOCK C - LOT 12	0.14	6024.87	
BLOCK C - LOT 13	0.20	8668.33	
BLOCK C - LOT 14	0.32	13877.93	
BLOCK C - LOT 15	0.19	8234.93	
BLOCK C - LOT 16	0.15	6505.63	
BLOCK C - LOT 17	0.15	6505.63	
BLOCK C - LOT 18	0.18	8001.64	
BLOCK C - LOT 19	0.27	11588.84	
BLOCK C - LOT 20	0.15	6505.63	
BLOCK C - LOT 21	0.15	6505.63	
BLOCK C - LOT 22	0.15	6505.63	
BLOCK C - LOT 23	0.15	6505.63	
BLOCK C - LOT 24	0.18	7880.46	
BLOCK C - LOT 25	0.23	9989.57	
BLOCK C - LOT 26	0.14	6000.00	
BLOCK C - LOT 27	0.14	6000.00	
BLOCK C - LOT 28	0.14	6000.00	
BLOCK C - LOT 29	0.14	6000.00	
BLOCK C - LOT 30	0.14	6000.00	
BLOCK C - LOT 31	0.14	6000.00	
BLOCK C - LOT 32	0.14	6000.00	
BLOCK C - LOT 33	0.14	6000.00	
BLOCK C - LOT 34	0.14	6000.00	
BLOCK C - LOT 35	0.14	6000.00	
BLOCK C - LOT 36	0.14	6000.00	
BLOCK C - LOT 37	0.14	6000.00	
BLOCK C - LOT 38	0.14	6000.00	
BLOCK C - LOT 39	0.14	6000.00	
BLOCK C - LOT 40	0.14	6000.00	
BLOCK C - LOT 41	0.25	10725.20	
BLOCK F - HOA LOT 1	0.48	20956.86	
BLOCK D - LOT 2	0.14	6284.94	
BLOCK D - LOT 3	0.14	6240.30	
BLOCK D - LOT 4	0.14	6161.86	
BLOCK D - LOT 5	0.15	6611.86	
BLOCK D - LOT 6	0.16	6898.30	
BLOCK D - LOT 7	0.25	10703.81	
BLOCK D - LOT 8	0.20	8497.21	
BLOCK D - LOT 9	0.14	6000.00	
BLOCK D - LOT 10	0.14	6000.00	
BLOCK D - LOT 11	0.14	6000.00	
BLOCK D - LOT 12	0.14	6000.00	
BLOCK D - LOT 13	0.14	6000.00	
BLOCK D - LOT 14	0.14	6000.00	
BLOCK D - LOT 15	0.14	6000.00	
BLOCK D - LOT 16	0.14	6000.00	
BLOCK D - LOT 17	0.14	6000.00	
BLOCK D - LOT 18	0.14	6000.00	
BLOCK D - LOT 19	0.14	6000.00	
BLOCK D - LOT 20	0.14	6000.00	

LOT AREA TABLE			
LOT & BLOCK NUMBER	AREA (AC)	AREA (SF)	AREA (SF)
BLOCK D - LOT 21	0.14	6000.00	
BLOCK D - LOT 22	0.14	6000.00	
BLOCK D - LOT 23	0.17	7440.14	
BLOCK D - LOT 24	0.19	8324.83	
BLOCK D - LOT 25	0.17	7200.00	
BLOCK D - LOT 26	0.17	7200.00	
BLOCK D - LOT 27	0.17	7200.00	
BLOCK D - LOT 28	0.17	7200.00	
BLOCK D - LOT 29	0.17	7200.00	
BLOCK D - LOT 30	0.17	7200.00	
BLOCK D - LOT 31	0.17	7200.00	
BLOCK D - LOT 32	0.17	7200.00	
BLOCK D - LOT 33	0.17	7200.00	
BLOCK D - LOT 34	0.17	7200.00	
BLOCK D - LOT 35	0.17	7200.00	
BLOCK D - LOT 36	0.17	7261.59	
BLOCK D - LOT 37	0.18	7890.05	
BLOCK E - HOA LOT 1	0.41	17846.45	
BLOCK E - LOT 2	0.14	6000.00	
BLOCK E - LOT 3	0.14	6000.00	
BLOCK E - LOT 4	0.14	6207.51	
BLOCK E - LOT 5	0.14	6250.24	
BLOCK E - LOT 6	0.14	6250.24	
BLOCK E - LOT 7	0.14	6250.24	
BLOCK E - LOT 8	0.14	6257.33	
BLOCK E - LOT 9	0.14	6173.59	
BLOCK E - LOT 10	0.14	6000.00	
BLOCK E - LOT 11	0.14	6000.00	
BLOCK E - LOT 12	0.14	6000.01	
BLOCK E - LOT 13	0.14	6036.30	
BLOCK F - HOA LOT 1	0.72	31507.57	
BLOCK G - LOT 1	0.19	8350.00	
BLOCK G - LOT 2	0.17	7200.00	
BLOCK G - LOT 3	0.17	7200.00	
BLOCK G - LOT 4	0.17	7200.00	
BLOCK G - LOT 5	0.17	7200.00	
BLOCK G - LOT 6	0.17	7200.00	
BLOCK G - LOT 7	0.17	7200.00	
BLOCK G - LOT 8	0.17	7200.00	
BLOCK G - LOT 9	0.17	7200.00	
BLOCK G - LOT 10	0.17	7200.00	
BLOCK G - LOT 11	0.17	7200.00	
BLOCK G - LOT 12	0.19	8393.40	
BLOCK G - LOT 13	0.20	8541.87	
BLOCK G - LOT 14	0.17	7200.00	
BLOCK G - LOT 15	0.17	7200.00	
BLOCK G - LOT 16	0.17	7200.00	
BLOCK G - LOT 17	0.17	7200.00	
BLOCK G - LOT 18	0.17	7200.00	
BLOCK G - LOT 19	0.17	7200.00	

LOT AREA TABLE			
LOT & BLOCK NUMBER	AREA (AC)	AREA (SF)	AREA (SF)
BLOCK G - LOT 20	0.17	7200.00	
BLOCK G - LOT 21	0.17	7200.00	
BLOCK G - LOT 22	0.17	7200.00	
BLOCK G - LOT 23	0.17	7200.00	
BLOCK G - LOT 24	0.19	8350.00	
BLOCK H - LOT 1	0.20	8691.43	
BLOCK H - LOT 2	0.17	7200.00	
BLOCK H - LOT 3	0.17	7200.00	
BLOCK H - LOT 4	0.17	7200.00	
BLOCK H - LOT 5	0.17	7200.00	
BLOCK H - LOT 6	0.17	7200.00	
BLOCK H - LOT 7	0.17	7200.00	
BLOCK H - LOT 8	0.17	7200.00	
BLOCK H - LOT 9	0.17	7200.00	
BLOCK H - LOT 10	0.17	7200.00	
BLOCK H - LOT 11	0.17	7200.00	
BLOCK H - LOT 12	0.23	10152.79	
BLOCK H - LOT 13	0.29	12668.23	
BLOCK H - LOT 14	0.17	7200.00	
BLOCK H - LOT 15	0.17	7200.00	
BLOCK H - LOT 16	0.17	7200.00	
BLOCK H - LOT 17	0.17	7200.00	
BLOCK H - LOT 18	0.17	7200.00	
BLOCK H - LOT 19	0.17	7200.00	
BLOCK H - LOT 20	0.17	7200.00	
BLOCK H - LOT 21	0.17	7200.00	
BLOCK H - LOT 22	0.17	7200.00	
BLOCK H - LOT 23	0.17	7200.00	
BLOCK H - LOT 24	0.17	7200.00	
BLOCK H - LOT 25	0.22	9674.52	
BLOCK J - HOA LOT 1	2.73	118928.30	
BLOCK J - LOT 2	0.19	8315.15	
BLOCK J - LOT 3	0.17	7200.00	
BLOCK J - LOT 4	0.17	7200.00	
BLOCK J - LOT 5	0.17	7200.00	
BLOCK J - LOT 6	0.17	7200.00	
BLOCK J - LOT 7	0.19	8091.20	
BLOCK J - LOT 8	0.17	7604.81	
BLOCK J - LOT 9	0.17	7200.00	
BLOCK J - LOT 10	0.23	10072.12	
BLOCK J - LOT 11	0.25	10750.87	
BLOCK J - LOT 12	0.21	8981.21	
BLOCK K - HOA LOT 19	0.06	2487.50	
BLOCK K - LOT 1	0.18	7750.00	
BLOCK K - LOT 2	0.15	6500.00	
BLOCK K - LOT 3	0.15	6500.00	
BLOCK K - LOT 4	0.15	6500.00	
BLOCK K - LOT 5	0.15	6500.00	
BLOCK K - LOT 6	0.15	6500.00	
BLOCK K - LOT 7	0.15	6500.00	

LOT AREA TABLE			
LOT & BLOCK NUMBER	AREA (AC)	AREA (SF)	AREA (SF)
BLOCK K - LOT 8	0.15	6500.00	
BLOCK K - LOT 9	0.15	6500.00	
BLOCK K - LOT 10	0.15	6500.00	
BLOCK K - LOT 11	0.15	6500.00	
BLOCK K - LOT 12	0.15	6500.00	
BLOCK K - LOT 13	0.15	6500.00	
BLOCK K - LOT 14	0.15	6500.00	
BLOCK K - LOT 15	0.15	6500.00	
BLOCK K - LOT 16	0.15	6500.00	
BLOCK K - LOT 17	0.15	6500.00	
BLOCK K - LOT 18	0.15	6500.00	
BLOCK L - HOA LOT 1	3.74	163008.89	
BLOCK L - LOT 2	0.14	6000.00	
BLOCK L - LOT 3	0.14	6000.00	
BLOCK L - LOT 4	0.14	6000.00	
BLOCK L - LOT 5	0.14	6000.00	
BLOCK L - LOT 6	0.14	6000.00	
BLOCK L - LOT 7	0.14	6000.00	
BLOCK L - LOT 8	0.14	6000.00	</

PLOTTED BY: KIMLEY-HORN AND ASSOCIATES, INC. DATE: 8/14/2015 9:54 AM
 DWG NAME: K:\P\16-PP-002\16-PP-002-RUDMAN NORTH\DWG\16-PP-002-RUDMAN NORTH.DWG (PRELIMINARY PLAT 01)
 LAST SAVED: 8/14/2015 9:54 AM
 This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

STATE OF TEXAS §
COUNTY OF DENTON §

BEING A TRACT OF LAND SITUATED IN THE MARSELLA JONES SURVEY, ABSTRACT NO.662, DENTON COUNTY, TEXAS AND BEING A PORTION THE FOLLOWING:

A CALLED 191.944 ACRE TRACT OF LAND DESCRIBED IN A DEED AS PROPORTIONATE INTERESTS TO ALVRONE SATER (5.6%), M.B. RUDMAN (25%), ALVRONE SATER, AS TRUSTEE OF ALVRONE SATER TRUST NO. 3 (25%), ROSE RUDMAN, AS TRUSTEE FOR ALVRONE SATER (16.8%) AND M.B. RUDMAN (22.4%) UNDER WILL OF I. RUDMAN, AND MIKE RUDMAN (5.2%), AS RECORDED IN VOLUME 986, PAGE 332, DEED RECORDS OF DENTON COUNTY, TEXAS;

A CALLED 191.944 ACRE TRACT OF LAND DESCRIBED IN A CONVEYANCE, ASSIGNMENT AND DEED TO THE RUDMAN PARTNERSHIP, AS RECORDED IN VOLUME 2844, PAGE 42, DEED RECORDS OF DENTON COUNTY, TEXAS;

A CALLED 191.944 ACRE TRACT OF LAND DESCRIBED IN A DEED AS PROPORTIONATE INTERESTS TO THE RUDMAN PARTNERSHIP (.56 057384%) AND M.B. RUDMAN TRUST (43.942616%), AS RECORDED IN VOLUME 4053, PAGE 341, DEED RECORDS OF DENTON COUNTY, TEXAS;

A CALLED 191.944 ACRE TRACT OF LAND DESCRIBED IN A CONVEYANCE, ASSIGNMENT AND DEED AS PROPORTIONATE INTEREST TO MER ENERGY, LTD, AS RECORDED IN INSTRUMENT NOS. 2011-110535 AND 2013-14336, OFFICIAL RECORDS OF DENTON COUNTY, TEXAS;

A CALLED 191.944 ACRE TRACT OF LAND DESCRIBED IN A CONVEYANCE, ASSIGNMENT AND DEED TO RUDMAN FAMILY TRUST, AS RECORDED IN INSTRUMENT NO. 2012-28916, OFFICIAL RECORDS OF DENTON COUNTY, TEXAS;

A CALLED 0.324 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO MUSTANG WATER SUPPLY CORPORATION, AS RECORDED IN VOLUME 4267, PAGE 634, DEED RECORDS OF DENTON COUNTY, TEXAS;

A CALLED 17.44 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO PHASE 16 INVESTMENTS, LP, AS RECORDED IN INSTRUMENT NO. 2010-25270, OFFICIAL RECORDS OF DENTON COUNTY, TEXAS;

AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8 INCH IRON ROD WITH YELLOW CAP STAMPED "JE SMITH 3700" FOUND ON THE EAST RIGHT-OF-WAY LINE OF F.M. 720, A VARIABLE WIDTH RIGHT-OF-WAY, FOR THE SOUTHWEST CORNER OF A CALLED 23.7591 ACRE TRACT OF LAND DESCRIBED IN A DEED TO WATER SUPPLY CORPORATION, AS RECORDED IN INSTRUMENT NO. 98-8954, OFFICIAL RECORDS OF DENTON COUNTY, TEXAS, COMMON TO THE NORTHWEST CORNER OF A CALLED 5.84 ACRE TRACT OF LAND DESCRIBED IN A DEED TO E.F. BATES, F.P. MCREYNOLDS, S.F. TAYLOR, A.W. BUSH, AND B.F. TAYLOR, AS RECORDED IN VOLUME Q, PAGE 103, DEED RECORDS OF DENTON COUNTY, TEXAS, AND THE MOST NORTHERLY CORNER OF A CALLED 13.325 ACRE TRACT OF LAND DESCRIBED IN A DEED TO DONALD R. COOPER AND SUSAN COOPER, AS RECORDED IN INSTRUMENT NO. 00-64312, OFFICIAL RECORDS OF DENTON COUNTY, TEXAS;

THENCE NORTH 87°40'56" EAST, DEPARTING THE EAST RIGHT-OF-WAY LINE OF SAID F.M. 720, OVER AND ACROSS SAID 23.7591 ACRE TRACT, A DISTANCE OF 571.24 FEET TO A 5/8 INCH IRON ROD WITH A CAP STAMPED "KHA" SET FOR AN INTERIOR CORNER OF SAID 23.7591 ACRE TRACT, COMMON TO THE NORTHWEST CORNER OF SAID 191.944 ACRE TRACT, AND FOR THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 87°55'43" EAST, ALONG THE SOUTH LINE OF SAID 23.7591 ACRE TRACT, THE SOUTH LINE OF A CALLED 5.18 ACRE TRACT OF LAND DESCRIBED IN A DEED TO UPPER TRINITY REGIONAL WATER DISTRICT, AS RECORDED IN INSTRUMENT NO. 00-74655, OFFICIAL RECORDS OF DENTON COUNTY, TEXAS, THE SOUTH LINE OF A CALLED 138.768 ACRE TRACT OF LAND DESCRIBED TO SPIRITAS RANCH ENTERPRISE, AS RECORDED IN VOLUME 988, PAGE 670, DEED RECORDS OF DENTON COUNTY, TEXAS, AND THE NORTH LINE OF SAID 191.944 ACRE TRACT, A DISTANCE OF 3,895.82 FEET TO A BRASS DISK FOUND FOR THE NORTHEAST CORNER OF SAID CALLED 191.944 ACRE TRACT, BEING ON THE MONUMENTED WEST LINE OF LAKE LEWISVILLE;

THENCE ALONG THE MONUMENTED WEST LINE OF SAID LAKE LEWISVILLE AND THE EAST LINE OF SAID 191.944 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 17°05'40" EAST, A DISTANCE OF 215.00 FEET TO A BRASS DISK FOUND FOR CORNER;

NORTH 81°37'40" WEST, DISTANCE OF 764.60 FEET TO A BRASS DISK FOUND FOR CORNER;

SOUTH 70°51'20" WEST, A DISTANCE OF 626.00 FEET TO A BRASS DISK FOUND FOR CORNER;

SOUTH 19°08'40" EAST, A DISTANCE OF 172.70 FEET TO A BRASS DISK FOUND FOR CORNER;

SOUTH 78°12'40" EAST, A DISTANCE OF 433.70 FEET TO A BRASS DISK FOUND FOR CORNER;

NORTH 87°50'08" EAST, A DISTANCE OF 198.36 FEET TO A BRASS DISK FOUND FOR CORNER;

SOUTH 06°29'40" EAST, A DISTANCE OF 519.00 FEET TO A BRASS DISK FOUND FOR CORNER;

SOUTH 38°20'20" WEST, A DISTANCE OF 230.80 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;

SOUTH 10°43'40" EAST, A DISTANCE OF 385.92 FEET TO A BRASS DISK FOUND FOR CORNER;

NORTH 47°32'13" EAST, A DISTANCE OF 626.11 FEET TO A BRASS DISK FOUND FOR CORNER;

SOUTH 33°27'47" EAST, A DISTANCE OF 200.76 FEET TO A BRASS DISK FOUND FOR CORNER;

SOUTH 28°27'13" WEST, A DISTANCE OF 533.15 FEET TO A POINT FOR AN EXTERIOR CORNER OF SAID 191.944 ACRE TRACT, BEING ON THE NORTH LINE OF A CALLED 4.033 ACRE TRACT OF LAND DESCRIBED IN A DEED TO JOSEPH F. SCHWEGMANN, AS RECORDED IN VOLUME 502, PAGE 623, DEED RECORDS OF DENTON COUNTY, TEXAS, FROM WHICH A BRASS DISK FOUND FOR WITNESS BEARS SOUTH 28°40' WEST, 19.9 FEET;

THENCE NORTH 85°32'40" WEST, DEPARTING THE MONUMENTED WEST LINE OF SAID LAKE LEWISVILLE, ALONG THE NORTH LINE OF SAID CALLED 4.033 ACRE TRACT AND THE SOUTH LINE OF SAID 191.944 ACRE TRACT, A DISTANCE OF 479.22 FEET TO A POINT FOR CORNER;

THENCE NORTH 01°49'14" EAST, DEPARTING THE NORTH LINE OF SAID 4.033 ACRE TRACT AND THE SOUTH LINE OF SAID 191.944 ACRE TRACT, AND CROSSING SAID 191.944 ACRE TRACT, A DISTANCE OF 335.54 FEET TO A POINT FOR CORNER;

THENCE SOUTH 87°21'25" WEST, CONTINUING ACROSS SAID 191.944 ACRE TRACT, PASSING AT A DISTANCE OF 30.09 FEET A 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF A CALLED 57.263 ACRE TRACT OF LAND DESCRIBED IN A DEED TO STEVAN A. HAMMOND, AS RECORDED IN INSTRUMENT NO. 2008-122099, OFFICIAL RECORDS OF DENTON COUNTY, TEXAS, SAME BEING AN INTERIOR CORNER OF SAID 191.944 ACRE TRACT, AND CONTINUING ALONG THE SAME COURSE, AND ALONG THE NORTH LINE OF SAID 57.263 ACRE TRACT, THE SOUTH LINE OF SAID 191.944 ACRE TRACT, AND GENERALLY ALONG LLYOD'S ROAD, PASSING AT A DISTANCE OF 792.08 FEET A 5/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 57.263 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF SAID 191.944 ACRE TRACT, AND CONTINUING ALONG THE SAME COURSE AND CROSSING SAID 191.944 ACRE TRACT, FOR A TOTAL DISTANCE OF 953.46 FEET TO A POINT AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE CONTINUING ACROSS SAID 191.944 ACRE TRACT, THE FOLLOWING COURSES:

IN A SOUTHWESTERLY DIRECTION, GENERALLY ALONG LLOYD'S ROAD, WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 800.00 FEET, A DELTA ANGLE OF 04°23'05", AN ARC DISTANCE OF 61.22 FEET, AND A CHORD BEARING SOUTH 89°32'58" WEST, A DISTANCE OF 61.21 FEET TO A POINT FOR CORNER AT THE END OF SAID CURVE;

NORTH 88°15'30" WEST, A DISTANCE OF 128.47 FEET TO A POINT AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

IN A SOUTHWESTERLY DIRECTION, GENERALLY ALONG LLOYD'S ROAD, WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 600.00 FEET, A DELTA ANGLE OF 27°04'46", AN ARC DISTANCE OF 283.58 FEET, AND A CHORD BEARING SOUTH 78°12'07" WEST, A DISTANCE OF 280.94 FEET TO A POINT FOR CORNER AT THE END OF SAID CURVE;

SOUTH 64°39'44" WEST, DEPARTING SAID LLOYD'S ROAD, A DISTANCE OF 424.89 FEET TO A POINT FOR CORNER;

SOUTH 81°48'15" WEST, A DISTANCE OF 119.43 FEET TO A POINT AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

IN A NORTHWESTERLY DIRECTION, WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 450.00 FEET, A DELTA ANGLE OF 32°05'07", AN ARC DISTANCE OF 252.00 FEET, AND A CHORD BEARING NORTH 82°09'12" WEST, A DISTANCE OF 248.72 FEET TO A POINT FOR CORNER AT THE END OF SAID CURVE;

NORTH 66°06'38" WEST, A DISTANCE OF 191.55 FEET TO A POINT AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

IN A NORTHWESTERLY DIRECTION AND CROSSING AFORESAID LLOYD'S ROAD, WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 800.00 FEET, A DELTA ANGLE OF 39°21'45", AN ARC DISTANCE OF 549.60 FEET, AND A CHORD BEARING NORTH 85°47'31" WEST, A DISTANCE OF 538.86 FEET TO A POINT FOR CORNER AT THE END OF SAID CURVE;

SOUTH 74°31'37" WEST, GENERALLY ALONG SAID LLOYD'S ROAD, A DISTANCE OF 336.58 FEET TO A POINT FOR CORNER ON THE WEST LINE OF SAID 191.944 ACRE TRACT;

THENCE NORTH 02°39'44" EAST, ALONG THE WEST LINE OF SAID 191.944 ACRE TRACT AND CROSSING SAID LLOYD'S ROAD, A DISTANCE OF 22.03 FEET TO A WOODEN FENCE CORNER POST FOUND AT THE SOUTHEAST CORNER OF AFORESAID 17.44 ACRE TRACT, SAME BEING ON THE OCCUPIED NORTHERLY RIGHT OF WAY LINE OF SAID LLOYD'S ROAD, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR WITNESS BEARS SOUTH 22°42' EAST, 0.88 FEET;

THENCE SOUTH 74°35'00" WEST, ALONG THE SOUTHERLY LINE OF SAID 17.44 ACRE TRACT, THE OCCUPIED NORTHERLY RIGHT OF WAY LINE OF SAID LLOYD'S ROAD AND GENERALLY ALONG A BARBED WIRE FENCE, A DISTANCE OF 455.55 FEET TO A POINT FOR CORNER;

THENCE NORTH 02°21'54" EAST, DEPARTING THE SOUTHERLY LINE OF SAID 17.44 ACRE TRACT AND THE OCCUPIED NORTHERLY RIGHT OF WAY LINE OF SAID LLYOD'S ROAD, AND CROSSING SAID 17.44 ACRE TRACT, A DISTANCE OF 691.03 FEET TO A POINT FOR CORNER ON THE NORTHERLY LINE OF SAID 17.44 ACRE TRACT AND THE SOUTHERLY LINE OF A CALLED 13.325 ACRE TRACT OF LAND DESCRIBED IN A DEED TO DONALD R. COOPER AND SUSAN S. COOPER, AS RECORDED IN INSTRUMENT NO. 00-64312 OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS;

THENCE SOUTH 87°20'56" EAST, ALONG THE NORTHERLY LINE OF SAID 17.44 ACRE TRACT AND THE SOUTHERLY LINE OF SAID 13.325 ACRE TRACT, A DISTANCE OF 436.65 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID 17.44 ACRE TRACT AND THE SOUTHEAST CORNER OF SAID 13.325 ACRE TRACT, SAME BEING ON THE WESTERLY LINE OF AFORESAID 191.944 ACRE TRACT, FROM WHICH A 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JE SMITH 3700" FOUND FOR WITNESS BEARS NORTH 87°20' WEST, 0.64 FEET;

THENCE NORTH 02°39'44" EAST, ALONG THE EAST LINE OF SAID 13.325 ACRE TRACT, THE EAST LINE OF AFORESAID 5.84 ACRE TRACT, AND THE WEST LINE OF SAID 191.944 ACRE TRACT, A DISTANCE OF 1,217.33 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;

THENCE NORTH 08°26'00" WEST, CONTINUING ALONG THE EAST LINE OF SAID 5.84 ACRE TRACT, THE EAST LINE OF AFORESAID 23.7591 ACRE TRACT, AND THE WEST LINE OF SAID 191.944 ACRE TRACT, A DISTANCE OF 50.30 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 135.605 ACRES (5,906,962 SQUARE FEET) OF LAND, MORE OR LESS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That **RUDMAN PARTNERSHIP, LTD.**, does hereby adopt this plat of **PRAIRIE OAKS**, an addition to Denton County, Texas and does hereby dedicate to the public use forever the right-of-way and easements shown hereon. The easements shown hereon are hereby reserved for the purposes as indicated. The utility easements shall be open for all public utilities for each particular use. The maintenance of paving on the easements are the responsibility of the property owner. No buildings or auxiliary structures shall be constructed, reconstructed or placed upon, over, or across the easements as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using, or desiring to use same. Any public or franchised utility shall have the full right to remove and keep removed all or parts of any fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on the easements and all City or franchised utilities shall at all times have the full right of ingress and egress to or from and upon the said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective system without the necessity at any time of procuring the permission of anyone.

The natural drainage channels traversing through "HOA" lots will remain as open channels at all times and will be maintained by the Homeowners Association. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence or any other structure. The Homeowners Association shall keep the natural drainage channels free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Little Elm, Texas.

WITNESS, my hand at _____, Texas, this the _____ day of _____, 2016.

BY: **RUDMAN PARTNERSHIP, LTD.**

By: _____

STATE OF TEXAS §

COUNTY OF DENTON §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2016.

Notary Public, State of Texas

RUDMAN PARTNERSHIP, LTD includes the following ownership entities:

Alvrone Sater, M.B. Rudman, Alvrone Sater as Trustee of Alvrone Sater Trust No. 3, Rose Rudman as Trustee for Alvrone Sater and M.B. Rudman Under Will of I. Rudman, and Mike Rudman.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That **PHASE 16 INVESTMENTS, LP.**, does hereby adopt this plat of **PRAIRIE OAKS**, an addition to Denton County, Texas and does hereby dedicate to the public use forever the right-of-way and easements shown hereon. The easements shown hereon are hereby reserved for the purposes as indicated. The utility easements shall be open for all public utilities for each particular use. The maintenance of paving on the easements are the responsibility of the property owner. No buildings or auxiliary structures shall be constructed, reconstructed or placed upon, over, or across the easements as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using, or desiring to use same. Any public or franchised utility shall have the full right to remove and keep removed all or parts of any fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on the easements and all City or franchised utilities shall at all times have the full right of ingress and egress to or from and upon the said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective system without the necessity at any time of procuring the permission of anyone.

The natural drainage channels traversing through "HOA" lots will remain as open channels at all times and will be maintained by the Homeowners Association. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence or any other structure. The Homeowners Association shall keep the natural drainage channels free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Little Elm, Texas.

WITNESS, my hand at _____, Texas, this the _____ day of _____, 2016.

BY: **PHASE 16 INVESTMENTS, LP.**

By: _____

STATE OF TEXAS §

COUNTY OF DENTON §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2016.

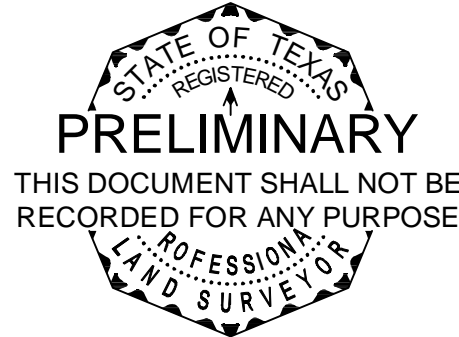
Notary Public, State of Texas

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Michael B. Marx, a Registered Professional Land Surveyor of the State of Texas, do hereby declare that this plat was prepared from an actual survey on the land under my personal supervision in accordance with the platting rules and regulations of the Town of Little Elm, Texas.

Michael B. Marx
Registered Professional Land Surveyor No. 5181
Kimley-Horn and Associates, Inc.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Phone 972-335-3580
Fax 972-335-3779



STATE OF TEXAS §

COUNTY OF DENTON §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Michael B. Marx, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2016.

Notary Public, State of Texas

CERTIFICATE OF APPROVAL:

TOWN OF LITTLE ELM:

Date Approved: _____

Town Official: _____

Town Secretary: _____

CITY PROJECT NUMBER: 16-PP-002

PRELIMINARY PLAT FOR PRAIRIE OAKS 480 RESIDENTIAL LOTS / 16 OPEN SPACES BEING 135.605 ACRES OUT OF THE MARSELLA JONES SURVEY, ABSTRACT NO. 662 IN THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS							
OWNER: Phase 16 Investments, LP. PO Box 901638 Dallas, TX 75360 Contact: KIM SCHWIMMER		OWNER: Rudman Partnership, LTD. 1700 Pacific Ave. Suite 4700 Dallas, TX 75201 Tel: (214) 220-3900 Contact: TREY SIBLEY		DEVELOPER: Prairie Oaks, LTD. 5305 Village Creek Drive Plano, TX 75093 Tel: (972) 960-7500 Contact: JOHN DOWDALL		ENGINEER/SURVEYOR: Kimley»Horn 5750 Genesis Ct. Suite 200 Frisco, TX 75034 Tel: (972) 335-3580 Contact: BRYAN R. MOODY, P.E.	
DESIGNED BAP	DRAWN DFW	CHECKED BRM	SCALE AS SHOWN	DATE SEPT. 2016	KH PROJECT NO. 069312504		P-4

TOWN OF LITTLE ELM

Town Council

Staff Report



PROJECT:	16-FP-024	Peach Addition
HEARING DATES:	Planning & Zoning Commission:	9-1-16
	Town Council:	9-20-16
REQUEST:	Proposal to final plat 1 residential lot	
PROPOSED USE:	Low Density Residential	
LOCATION:	The subject property is generally located west of Kayewood Drive and approximately 50 feet south of Mulberry Drive, within Little Elm's Town Limits.	
SIZE:	Approximately 1.23 acres	
CURRENT ZONING:	Agriculture	
EXISTING USE / SITE ATTRIBUTES:	Undeveloped	
APPLICANT:	KAZ Surveying, Inc.	
PROPERTY OWNER:	Douglas Peach	
PLANNING ANALYSIS:	The applicant has completed staff's requested revisions on the final plat. The proposed plat is in compliance with Little Elm's subdivision regulations.	
RECOMMENDED ACTION:	<i>On September 1, 2016, the Planning & Zoning Commission unanimously recommended approval of the final plat.</i>	
TOWN CONTACT:	Lisa Reich – Town Planner	
ATTACHMENTS:	Location Map Final Plat	

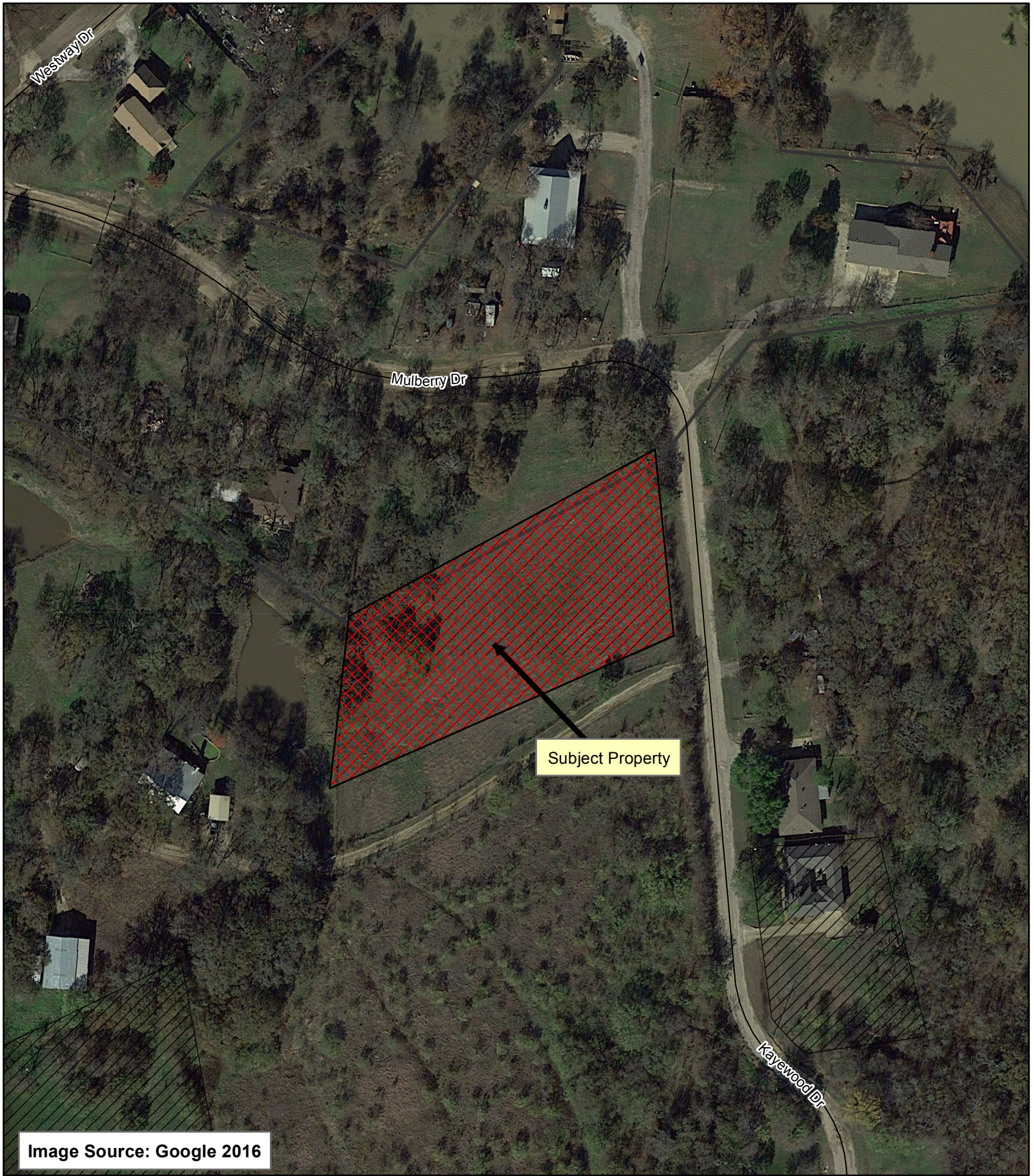


Image Source: Google 2016



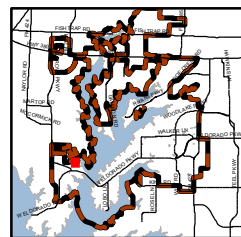
Location Map

Peach Addition
Town of Little Elm
Denton County, TX
Date: 8/8/2016

0 17,500 35,000
Feet

Legend

- Roads
- Peach Addition
- Town Limit
- ETJ



This map is the property of the Town of Little Elm, and is not to be reproduced by any means, mechanical or digital, without written consent of the Town.

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



Finance

Dawn Berry, Purchasing Agent
214-975-0411
dberry@littleelm.org

Town Council Agenda-Consent

September 20, 2016

BACKGROUND

On June 21, 2016, Council approved a concession agreement between Tarzan Watersports and Toys, LLC, which allowed the operation of a boat with interactive water play features at Little Elm Park. On August 17, 2016 the vendor ceased service. The Town has been in discussions with the vendor regarding purchase of the boat.

Staff contacted our insurance provider, Texas Municipal League Intergovernmental Risk Pool, as to the possibility of insuring the boat for use and operation by Town staff and has verified that it is insurable.

The purchase includes the boat and the following items.

- 1 – Fully functional Tarzan Boat
- 2 – 35lb anchors w/anchor line
- 1 – 44lb anchor w/anchor line
- 4 – 5/8" X 25' Dock Lines
- 2 – 3/8" X 15' Dock Lines
- 1 – Safety Hook
- 1 – 6 Gal Fuel Tank (upgraded – came with a 3 GAL tank which I will include)
- 1 – 20HP Suzuki Outboard Engine w/electric start and tiller handle. Manual trim.
- 1 – White Dock box from West Marine
- 1 – Brown Deck box (where the life vests are currently stored) from Costco
- 40-50 – Life vests
- 50 – swim noodles
- 1 – Lifeguard First Aid Kit
- 2 – Additional Big Docks replacement dock box pieces
- 2 – replacement aluminum brackets for the trampolines – for emergencies
- 2 – Premium Heavy Duty Fiberglass UPF 100+ beach umbrellas
- 1 – 10W Solar Panel – could probably upgrade to a 20W.
- 2 – Marine Deep Cell Batteries (upstairs is solar powered, downstairs powered by motor)
- 1 – Power converter - GP-SW300-12 300-Watt Pure Sine Wave Inverter
- 1 – Security system – never actually initialized – have remote screen with mouse and cables to plug in, initialize and activate. To remotely monitor will require a hot spot.
- 1 – Bluetooth Speaker system
- 1 – Garmin Depth finder
- 1 – boat seat – installed after market
- 1 – 10,000 lb. tow line – 2" X 30' 4.5 ton Polyester Tow Strap with 2 hooks
- 3 – 2" X 36" Premium Straps with D-Ring
- 1 – portable LED Navigation Light Kit

Initial:

Town Manager
Town Secretary

☐
☐

Finance
Police

☐
☐

Library
Parks

47
☐
☐

HR
Fire

Public Works
Dev Services

☐
☐

BUDGET IMPACT

Funding source 112-6630-55 \$50,000

Funds will be committed at the issuance of a purchase order.

RECOMMENDED ACTION

Staff recommends approving the purchase of a used boat with interactive play features from Tarzan Watersports and Toys, LLC

ATTACHMENTS

None

**Finance**

Dawn Berry, Purchasing Agent

214-975-0411

dberry@littleelm.org

Town Council Agenda-Consent**September 20, 2016****BACKGROUND**

On June 1, 2016, the Town issued bids for an annual contract for asphalt. Bids were advertised in the local paper, posted on the Town's eProcurement system and made available to local plan rooms. Two responses were received on July 22, 2016.

The asphalt purchased from this contract will be used by the Public Works for daily maintenance and repairs to the Town's street infrastructure.

The contract is for one-year and includes two one-year renewal options.

BUDGET IMPACT

Funding is available in street maintenance: 112-6310-50

Expenditures will not exceed funds appropriated. Funds will be committed at the issuance of a purchase order.

RECOMMENDED ACTION

Staff recommends awarding Bid 2016-67 for asphalt to Austin Asphalt as the Primary Vendor and Reynolds Asphalt as the Secondary Vendor at the unit prices listed.

ATTACHMENTS

- Tab Sheet

TAB SHEET

2016-67 ASPHALT

Line #	Description	QTY	UOM	Austin Asphalt LP		REYNOLDS ASPHALT & CONSTRUCTION	
				Unit	Unit	Unit	Unit
1	Type D Asphalt Pick up	1	Ton	<u>\$49.75</u>		\$57.00	
2	Type D Asphalt Delivered	1	Ton	<u>\$57.62</u>		\$64.90	



Town Council Agenda Information Sheet

COUNCIL MEETING DATE:	September 20, 2016
PROJECT:	Miller Elementary School Traffic Control
DESCRIPTION:	<p>Coy Miller Elementary opened in the Frisco Hills Subdivision on August 22, 2016. Miller Elementary serves students in kindergarten to 5th grade who reside in Frisco Hills and Frisco Ranch. Through an existing agreement, The Town of Little Elm Police department maintains traffic enforcement in Denton County Freshwater Supply District No. 8C (DCFWD). To facilitate student safety and as part of the preparation for the new school, the Town of Little Elm completed the initial traffic control installation the week of August 15th. The Town staff has agreed to maintain the school traffic control around Miller Elementary as part of the Town's existing school safety program.</p> <p>Because Miller Elementary is located outside the Town limits, Town staff proposed the cost of the initial installation and maintenance should be the responsibility of DCFWD. Town staff proposed an initial installation cost of \$8,050.00 and an annual maintenance cost of approximately \$3,450.00. The annual maintenance cost includes an annual programming charge for the reduced speed school zones, sign replacement, repainting of crosswalks twice annually, and an annualized cost for the flasher battery repair. Per the proposed agreement, the actual installation and maintenance costs will be invoiced to the DCFWD directly.</p> <p>The agreement was approved and signed by the DCFWD on August 23, 2016.</p>
COST:	\$0
FUNDING:	NA
SCHEDULE:	The initial installation was completed prior to school opening on August 22, 2016.
RECOMMENDED ACTION:	Approval of Inter-local Agreement
TOWN CONTACT:	Kimberly Brawner, P.E. Town Engineer kbrawner@littleelm.org 214-975-0489
ATTACHMENTS:	Signed Agreement Notice of DCFWD Meeting

MILLER ELEMENTARY TRAFFIC CONTROL DEVICES
AGREEMENT BETWEEN THE TOWN OF LITTLE ELM, TEXAS,
AND DENTON COUNTY FRESH WATER SUPPLY DISTRICT 8-C

This **MILLER ELEMENTARY TRAFFIC CONTROL DEVICES AGREEMENT BETWEEN THE TOWN OF LITTLE ELM, TEXAS, AND DENTON COUNTY FRESH WATER SUPPLY DISTRICT 8-C (“Agreement”)** is entered into, to be effective on the date that the last approving Party executes the Agreement, between the **TOWN OF LITTLE ELM, TEXAS**, a Texas home rule municipal corporation (“**Town**”), and **DENTON COUNTY FRESH WATER SUPPLY DISTRICT 8-C (“District 8-C”)**, a conservation and reclamation district created pursuant to the provisions of Article XVI, Section 59 of the Texas Constitution and operating pursuant to the provisions of Chapters 49, 51, and, for limited purposes Chapter 53, of the Water Code. The Town and District 8-C are sometimes referred to collectively as the “**Parties**” or individually as a “**Party**.”

WHEREAS, District 8-C, among other functions, provides certain services to a residential development community located in the Town’s extraterritorial jurisdiction known as “Frisco Hills;” and

WHEREAS, there is currently being constructed within Frisco Hills an elementary school known as “Miller Elementary School,” which school, once open, will require the installation and ongoing maintenance of certain traffic control devices and related appurtenances to provide safe and orderly traffic control at and near the school; and

WHEREAS, the Town has agreed to design and install the needed traffic control devices and related appurtenances, and to regularly maintain such devices, provided that District 8-C will agree to provide advance funding to the Town for the costs needed for the design and installation, and the ongoing maintenance, of the needed traffic control devices and related appurtenances.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged and agreed, the Parties (collectively or individually as noted below) agree as follows:

Section 1: *Findings Incorporated*

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties to this Agreement.

Section 2: *Design and Installation of School Traffic Control Devices; Ongoing Maintenance*

The Town shall be responsible for the design, engineering and installation of the school traffic control devices more particularly described in *Exhibit A* attached hereto (hereinafter referred to as the “**Devices**”). The Town agrees to install such Devices and ensure that they are fully operational prior to the time that Miller Elementary has commenced its school year in August, 2016. Additionally, the Town agrees that it will regularly provide needed maintenance and upkeep of the Devices (and those items that serve and facilitate the Devices) to ensure that they remain fully operational including, but not necessarily limited to, repairs to signage, crosswalk painting and striping, flasher replacement, and other items needed to allow the Devices to serve the functions for which they are intended to serve. The Town’s obligations under this Agreement, however, are expressly contingent upon the Town’s receipt of the necessary funding from District 8-C to allow the Town to fulfil its obligations under this Agreement.

Section 3: *District 8-C Funding*

District 8-C agrees to pay to the Town the costs for the Town to obtain, design, engineer and install the Devices, along with any and all other associated costs. Such costs (hereinafter referred to as the “**Installation Costs**”) are initially estimated to be \$8,050 and are set forth in greater detail in *Exhibit B* attached hereto. Should the actual Installation Costs differ from the *Exhibit B* estimates, the Parties agree to adjust the Installation Costs to reflect the actual costs. In the event the actual Installation Costs are greater than the estimated Installation Costs, District 8-C agrees to pay to the Town the additional funds needed to cover the actual Installation Costs. In the event the actual Installation Costs are less than the estimated Installation Costs, the Town agrees to reimburse District 8-C the extra funds not needed for the design, engineering and installation of the Devices. District 8-C agrees to pay the estimated *Exhibit B* Installation Costs to the Town prior to the time that the Town begins to undertake any activities to effectuate the Town’s obligations under this Agreement.

District 8-C further agrees to annually appropriate and budget sufficient funds to allow the Town to provide regular maintenance and upkeep of the Devices to ensure that they remain fully operational (hereinafter referred to as the “**Maintenance Costs**”). The initial estimate of the Maintenance Costs is \$3,450 per calendar year, which costs are set forth in greater detail in *Exhibit B* attached hereto. The Town will invoice the district quarterly for actual expenses. Should the Town determine that the Maintenance Costs should be adjusted (either upward or downward), it shall promptly notify District 8-C of the new amount of the Maintenance Costs for the upcoming District 8-C fiscal year by the end of August of the prior fiscal year.

Section 4: *Miscellaneous Provisions*

A. **Agreement.** The Parties shall make all necessary and appropriate provisions to effectuate the terms of this Agreement.

B. **Notice.** Unless otherwise provided herein, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called “Notice”) herein provided or permitted to be given, made or accepted by any party to any other party must be in writing and may be given or served by depositing the same in the United States mail postpaid and registered or certified to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the Parties shall, until changed as hereinafter provided, be as follows:

If to the Town:

Town of Little Elm
Town Manager
100 W. Eldorado Parkway
Little Elm, Texas 75068
Telephone: (214) 975-0405
Facsimile: (972) 377-5540

If to District 8-C:

Denton County Fresh Water Supply District No. 8-C
Attention: Kathi Dye, CPA, P.C.
PO BOX 863657
Plano, TX 75086-3657
Telephone: (972) 612-0088

C. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

D. **Waiver.** Waiver by any Party of any breach of this Agreement, or the failure of any Party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive a Party’s right thereafter to enforce and compel strict compliance.

- E. **Sovereign/Governmental Immunity.** It is expressly understood and agreed that, in the execution of this Agreement, the Parties do not waive, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.
- F. **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.
- G. **Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Denton County, Texas.
- H. **Savings/Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- I. **Entire Agreement.** This Agreement embodies the entire agreement between the Parties and may only be modified in a writing executed by all Parties.
- J. **Force and Effect.** This Agreement shall be effective upon execution by all Parties, and shall continue in full force and effect unless modified in writing by mutual agreement by all Parties. This Agreement may be executed in two or more counterparts, and each counterpart shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. A facsimile or email version of any signature hereto shall be deemed an original for all purposes.

{Execution Pages Follow}

TOWN OF LITTLE ELM, TEXAS

By: _____
Name: MATT MUELLER
Title: Town Manager

ATTEST:

Name: KATHY PHILLIPS
Title: Town Secretary

DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 8-C:

By: Linda Patman
Name: Linda Patman
Title: President
Date: 8-23-16

Exhibit A

School Traffic Control Devices



Traffic Controls Devices

Town of Little Elm
Denton County, Tx
Date: 7/6/2016



Legend



Stop Sign



School Zone



Speed Limit



Crosswalk Ahead



Crosswalk



Flashing Light

0 80 160 320 480 640 Feet

1 inch = 188 feet

Exhibit B

Estimated Installation Costs



Exhibit B:
Estimated Installation Costs

INITIAL INSTALLATION			
Item	Per Unit	Unit	Cost
Solar Zone Flasher Assembly w/signage	\$ 3,274.00	1	\$ 3,274.00
Labor, Equipment, supplies	\$ 1,026.00	1	\$ 1,026.00
Signs/pole	\$ 200.00	13	\$ 2,600.00
Crosswalks	\$ 230.00	5	\$ 1,150.00
	\$ 4,730.00		\$ 8,050.00

ANNUAL MAINTENANCE			
Item	Per Unit	Unit	Cost
Programming Solar Zone Flasher Assembly w/signage	\$ 250.00	1	\$ 250.00
Repaint/replace crosswalk	\$ 230.00	10	\$ 2,300.00
Repair/replace signage	\$ 200.00	2	\$ 400.00
Replace Battery As needed/\$400 per battery	\$500	1	\$ 500.00
			\$ 3,450.00

SZ FLASHER LOCATION:

- NB Cypress Hill Dr NE of Blue Bell Dr

CROSSWALK LOCATIONS:

2 @ Notting Hill Dr and Cypress Hill Dr

2 @ Cypress Hill Dr & Blueberry Hill Dr

1 @ Rockhill Pkwy & Cypress Hill Dr

SIGN LOCATIONS:

2 additional stops signs @ Bluebell Dr & Cypress Hill Dr

4 all-way placards at Bluebell Dr & Cypress Hill Dr

1 End School Zone sign/speed limit SB Cypress Hill Dr NE of Blue Bell Dr

1 School zone sign assembly NB Blueberry Hill Dr W of Vatican Hill Dr

1 End School Zone sign/speed limit SB Blueberry Hill Dr W of Vatican Hill Dr

1 School zone sign assembly WB Notting Hill Dr W of Vatican Hill Dr

1 End School Zone sign/speed limit EB Notting Hill Dr W of Vatican Hill Dr

2 School Crossing Sign with arrows on Cypress Hill Dr @ Notting Hill Dr

2 School Crossing Sign with arrows on Cypress Hill Dr @ Blueberry Hill Dr

1 Advance School Crossing sign on NB Cypress Hill S of Blueberry Hill Dr

Break-out of cost per crosswalk

Labor	\$ 17.63	4	\$ 70.52
Truck	\$ 15.00	4	\$ 60.00
Paint (5 gallon container)	\$ 98.90	1	\$ 98.90
			\$ 229.42

Break-out of cost per sign

Labor	\$ 17.63	2	\$ 35.26
Truck	\$ 15.00	2	\$ 30.00
sign assembly w/pole, brackets	\$ 100.00	1	\$ 100.00
			\$ 165.26

Note: Estimate \$200



TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET

COUNCIL MEETING

DATE: September 20, 2016

PROJECT: Notice to State Comptroller Office for continuation of the ¼% sales tax for Street Maintenance

DESCRIPTION: On February 25, 2013 the Little Elm Town Council approved Ordinance No. 1134 calling for and ordering a general and special election on May 11, 2013 to submit to qualified voters of the Town to elect Council Members for Place 2 and Place 4; also for a proposition on the question to reauthorize municipal sales and use tax at the rate of a fourth of one percent (1/4%) to provide revenue for Repair and Maintenance of Town Streets.

Since the approval of sales and use tax for Street Maintenance, the Town has expanded and enhanced street maintenance efforts. With the revenue from this sales and use tax has allowed the Street Department to make improvements to older streets and continue to provide much needed annual maintenance to existing streets. Providing annual maintenance prevents the deterioration of the Town's street system.

In accordance with Chapter 327, Texas Tax Code the sales and use tax for Street Maintenance will expire on the fourth anniversary of the date the tax originally took effect. In order to continue collection of this sales and use tax for Street Maintenance after September 30th, 2017, the Town will need to call and hold an election in May of 2017 to reauthorize the tax.

Section 327.007 of the Tax Code regarding reauthorization is below:

Sec. 327.007. REAUTHORIZATION OF TAX. (a) Unless imposition of the sales and use tax authorized by this chapter is reauthorized as provided by this section, the tax expires on:

(1) the fourth anniversary of the date the tax originally took effect under Section [327.005](#);

(2) the first day of the first calendar quarter occurring after the fourth anniversary of the date the tax was last reauthorized under this section if, at that election, the voters approved the imposition of the tax for a period that expires on that anniversary.



LITTLE ELM

TOWN OF LITTLE ELM

PUBLIC WORKS DEPARTMENT

100 West Eldorado Parkway
Little Elm, TX 75068

972-377-5565
publicworksinfo@littleelm.org
www.littleelm.org

September 21, 2016

Comptroller of Public Accounts
Revenue Accounting Division
Tax Allocation Section
Attention: Aubrey Mashburn
P.O. Box 13538
Austin, Texas 78711

Reference: Notice to State Controllers Office for continuation of ¼% sales tax for Street Maintenance

Dear Ms. Mashburn,

The Little Elm Town Council met on September 16, 2016 and directed Town Staff to prepare this response letter to the Texas Comptroller of Public Accounts expressing the Town's intent to call an election to reauthorize the ¼ % sales and use tax for Street Maintenance.

The Town's plan is to call for the special election within the first quarter of 2017 and set the election for May 6th of 2017 well in advance of the September 30th, 2017 expiration date.

If you should have any questions or require additional information, please feel free to contact me at 972-377-5565.

Sincerely,

Kevin C. Mattingly
Director of Public Works,

(b) An election to reauthorize the tax is called and held in the same manner as an election to adopt the tax under Section 327.006, except the ballot proposition shall be prepared to permit voting for or against the proposition: "The reauthorization of the local sales and use tax in (name of municipality) at the rate of (insert appropriate rate) to continue providing revenue for maintenance and repair of municipal streets. The tax expires on the (insert fourth, eighth, or 10th) anniversary of the date of this election unless the imposition of the tax is reauthorized."

(c) If an election to reauthorize the tax is not held before the tax expires as provided by Subsection (a), or if a majority of the votes cast in an election to reauthorize the tax do not favor reauthorization, the municipality may not call an election on the question of authorizing a new tax under this chapter before the first anniversary of the date on which the tax expired.

On August 11, 2016 the Town received a letter from the Texas Comptroller of Public Accounts inquiring about the Town's plan to continue the sales and use tax for Street Maintenance. Staff is prepared to address the letter upon direction by the Town Council.

COST: N/A

FUNDING:	Acct. Name & No	Original Budget
	N/A	N/A

SCHEDULE: Upon Town Council approval

RECOMMENDED ACTION: **Town Staff seeks direction and authorization from Town Council to prepare a response letter to the Texas Comptroller of Public Accounts expressing the Town's intent to call an election to reauthorize the ¼% sales and use tax for Street Maintenance.**

TOWN CONTACT:	Doug Peach	Deputy Town Manager
	dpeach@littleelm.org	214-975-0475
	Kevin C. Mattingly	Director of Public Works
	kmattingly@littleelm.org	972-377-5565

ATTACHMENTS:

1. Letter - Texas Comptroller of Public Accounts
2. Information about Street Maintenance Sales Tax

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13528 • AUSTIN, TX 78711-3528



August 11, 2016

Ms. Kathy Phillips
City Secretary
City of Little Elm
100 W Eldorado Pkwy
Little Elm, TX 75068-5060

Dear Ms. Phillips:

A review of our records shows that the City of Little Elm's 1/4% sales tax for Street Maintenance will expire on September 30, 2017, unless the city holds a reauthorization election as prescribed in Section 327.007, Tax Code. For sales tax elections we advise you to use statutory wording when drafting ballot language. Please contact our office if you need assistance with this.

The State requires that, not later than the 10th day after the date the municipality determines that the tax will expire, the municipality shall notify the Comptroller of the scheduled expiration.

Please notify the Comptroller's office of the City's plans with respect to the continuation of this tax as soon as possible. The mailing address is Comptroller of Public Accounts, Revenue Accounting Division, Tax Allocation Section, PO Box 13528, Austin, Texas 78711.

If you have any questions or need more information, I may be reached at 1-800-531-5441, extension 39634, or direct in Austin at 512-463-9634. You may also email me at Aubrey.Mashburn@cpa.texas.gov

Sincerely,

A handwritten signature in cursive script that reads "Aubrey Mashburn".

Aubrey Mashburn
Tax Allocation Section
Revenue Accounting Division

MUNICIPAL SALES AND USE TAX FOR STREET MAINTENANCE



Glenn Hegar

Texas Comptroller of
Public Accounts

Many Texas cities do not have the funds necessary to repair existing streets and sidewalks. **The Tax Code** authorizes cities to impose a special sales tax to fund maintenance of this important mobility infrastructure.

WHO IS ELIGIBLE?

Cities may impose the tax if the new combined local sales tax rate will not exceed 2 percent.
[Refer to **Tax Code, Sect. 327.003(b).**]

ELECTION IS REQUIRED

A city's voters must approve the additional sales tax. The city's governing body must adopt an ordinance calling for an election to be held on one of the two uniform election dates:

- the first Saturday in May; or
- the first Tuesday after the first Monday in November.

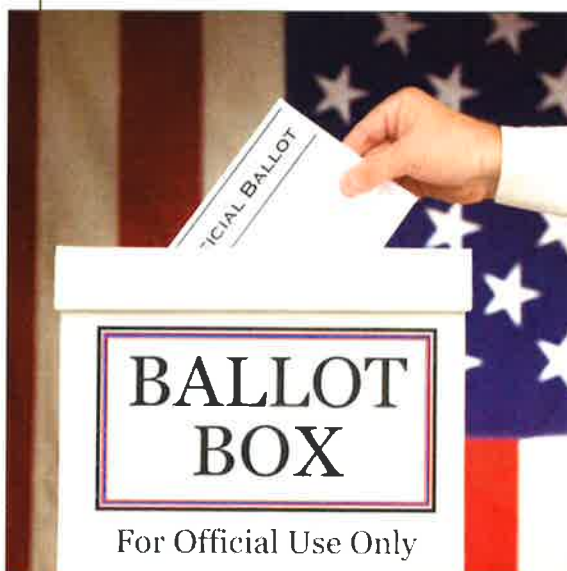
For guidance on the timing of elections, please contact the Secretary of State at 512-463-5650 or toll free at 1-800-252-8683. Additional information is available on the **Secretary of State's website**.

BALLOT LANGUAGE

At the election to adopt the additional tax, a ballot must allow voters the choice of voting for or against the proposition. Following is the required ballot language:

"The adoption of a local sales and use tax in (name of municipality) at the rate of (insert appropriate rate) to provide revenue for maintenance and repair of municipal streets."

[Refer to **Tax Code, Sect. 327.006(b).**]



For sales tax elections called by the governing body, a municipality may combine measures to lower or repeal any dedicated or special purpose municipal sales tax into a single ballot proposition, and at the same time raise or adopt any other dedicated special purpose municipal sales tax. A combined sales tax proposition would have to contain substantially the same language as that required for lowering, repealing, raising or adopting each tax as appropriate. If a combined sales tax proposition were defeated, there would be no effect on existing sales taxes.

[Refer to **Tax Code, Sect. 321.109.**]

The tax may be used to
repair existing streets,
but **not build new**
streets.

FOR MORE INFORMATION,
VISIT OUR WEBSITE
www.TexasAhead.org

RECEIVE ECONOMIC
DEVELOPMENT TAX HELP
BY EMAIL AT
econ.dev@cpa.texas.gov

This publication is intended as a general guide and not as a comprehensive resource on the subjects covered.
It is not a substitute for legal advice.

Street maintenance tax funds may be spent on municipal streets including sidewalks.

ELECTION RESULTS

If the election is successful, within 10 days of the election the city must declare the results of the election by resolution or an ordinance entered in its minutes of proceedings. The resolution or ordinance must include statements showing:

- the date the election was held;
- the wording of the proposition;
- the total number of votes cast for and against the proposition; and
- the number of votes by which the proposition passed.

[Refer to **Tax Code, Sect. 321.405.**]

If the voters of a municipality adopt the street maintenance sales tax at an election held on the same date that another political subdivision adopts a sales and use tax or approves the increase in the rate of its sales and use tax and, the combined rate of all sales and use taxes must not exceed 2 percent at any location in the municipality. If the combined rate exceeds 2 percent at any location in the municipality, the election to adopt a street maintenance sales tax will have no effect.

[Refer to **Tax Code, Sect. 327.003(c).**]

EFFECTIVE DATE

The tax will become effective on the first day of the first calendar quarter after one complete calendar quarter passes from the date the Comptroller receives the city's notice that voters have approved the tax.

[Refer to **Tax Code, Sect. 327.005.**]

For example, if voters approve the tax in an election held in May and the city sends the election results to the Revenue Accounting, Tax Allocation Section of the Comptroller's office by the end of June, the tax would take effect on Oct. 1. The city would begin receiving revenue from the Comptroller beginning with the December sales tax allocation.

ADMINISTRATION OF THE TAX

The city should account for street maintenance sales tax funds separately from other revenues.

USE OF THE STREET MAINTENANCE SALES TAX

Funds may be used only to maintain and repair municipal streets and sidewalks that existed on the date of the election to adopt the tax. It may not be used to build new streets.

[Refer to **Tax Code, Sect. 327.008.**]

WHAT ARE "MUNICIPAL" STREETS?

A "municipal street" includes the entire width of a way (including sidewalks) held by a municipality in fee or by easement or dedication that has a part open for public use for vehicular travel. The term does not include a designated state or federal highway or road or a designated county road.

[Refer to **Tax Code, Sect. 327.001.**]

EXPIRATION AND REAUTHORIZATION OF THE TAX

The street maintenance sales tax expires four years after it takes effect unless the city's voters authorize it to continue in an election held for that purpose. The election to reauthorize the tax must be held on one of the two uniform election dates noted previ-



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ously. The ballot proposition language should permit voting for or against the following proposition:

"The reauthorization of the local sales and use tax in (name of municipality) at the rate of (insert appropriate rate) to continue providing revenue for maintenance and repair of municipal streets."

The municipality must notify the Comptroller of the scheduled expiration not later than the 10th day after the municipality determines that the tax will expire.

[Refer to **Tax Code, Sect. 327.007.**]

If an election to reauthorize the tax is not held before the tax expires or if votes cast in an election to reauthorize the tax do not favor reauthorization, the municipality may not call an election to authorize a new tax under this chapter before the first anniversary of the date on which the tax expired.

[Refer to **Tax Code, Sect. 327.007.**]



NEED MORE INFORMATION?

For more information about the county assistance district sales tax, call the Comptroller's Data Analysis & Transparency Division at 1-800-531-5441, ext. 3-4679.

The **tax expires four years after it takes effect** unless voters authorize its extension.

FOR MORE INFORMATION,
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www.TexasAhead.org

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Glenn Hegar

Texas Comptroller of Public Accounts

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WE'RE HERE TO HELP!

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Act, this document may be requested in alternative
formats by calling the appropriate toll-free number
listed or by sending a fax to 512-475-0900.

1-800-252-5555

911 Emergency Service/
Equalization Surcharge
Automotive Oil Fee
Battery Fee
Boat and Boat Motor Sales Tax
Customs Broker
Fireworks Tax
Mixed Beverage Taxes
Off-Road, Heavy-Duty Diesel
Equipment Surcharge
Oyster Fee
Sales and Use Taxes

1-800-531-5441

Cement Tax
Inheritance Tax
Local Revenue
Miscellaneous Gross Receipts Taxes
Oil Well Servicing Tax
Sulphur Tax

1-800-531-5441, ext. 3-3630

WebFile Help

1-800-252-1381

Bank Franchise
Franchise Tax

1-800-252-7875

Spanish

1-800-531-1441

Fax on Demand (Most frequently requested
Sales and Franchise tax forms)

1-800-252-1382

Clean Vehicle Incentive Program
Manufactured Housing Tax
Motor Vehicle Sales Surcharge,
Rental and Seller Financed Sales Tax
Motor Vehicle Registration Surcharge

1-800-252-1383

Fuels Tax
IFTA
LG Decals
Petroleum Products Delivery Fee
School Fund Benefit Fee

1-800-252-1384

Coastal Protection
Crude Oil Production Tax
Natural Gas Production Tax

1-800-252-1387

Insurance Tax

1-800-252-1385

Coin-Operated Machines Tax
Hotel Occupancy Tax

1-800-252-1386

Account Status
Officer and Director Information

1-800-862-2260

Cigarette and Tobacco

1-888-4-FILING (1-888-434-5464)

TELEFILE: To File by Phone

1-800-252-1389

GETPUB: To Order Forms and Publications

1-800-654-FIND (1-800-654-3463)

Treasury Find

1-800-321-2274

Unclaimed Property Claimants
Unclaimed Property Holders
Unclaimed Property Name Searches
512-463-3120 in Austin

1-877-44RATE4 (1-877-447-2834)

Interest Rate

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING

DATE: September 20, 2016

PROJECT: **Fire Station #3 – Donation Deed for Land per Union Park Development Agreement**

DESCRIPTION: The Town's Attorney and staff have reviewed the Union Park donation deed for the proposed Fire Station #3 land per the development agreement with Hillwood. The fire station must be under construction with a slab poured within two (2) years of the deed being executed or land could revert back to Hillwood (H4 Little Elm LP). Deed requires the Town to submit the fire station plans to Hillwood for approval, which has already been done and approval letter is attached.

COST: N/A

FUNDING: N/A

SCHEDULE: Donation deed to be executed and filed as record to put land in Town's name

RECOMMENDED ACTION: **Staff recommends Council approve and accept donation deed for proposed Fire Station #3 land and authorize the Town Mayor to execute any documents for the same.**

TOWN CONTACT: Jason W. Laumer, P.E.
Director of Development Services
JLaumer@littleelm.org
(214) 975-0473

ATTACHMENTS: 1. Donation Deed
2. Approval Letter from Hillwood

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DONATION DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF DENTON §

THAT, **H4 LITTLE ELM, LP**, a Texas limited partnership ("Grantor"), for and in consideration of the acceptance of the terms, conditions and reservations contained herein by \$10.00 and other good and valuable consideration in hand paid by the **TOWN OF LITTLE ELM, TEXAS**, a home-rule municipality of the State of Texas ("Grantee"), whose address is _____, the receipt and sufficiency of which are hereby acknowledged, has GRANTED AND CONVEYED and by these presents does GRANT AND CONVEY unto Grantee, as a donation for the uses set forth herein and as satisfaction of Grantor's obligations to dedicate a site for the "New Fire Station" pursuant to Section 2.06 of that certain Public Improvements Agreement and Chapter 380 Economic Development Program and Agreement dated October 15, 2013 by and among Grantor, Grantee and Highway 380 Municipal Management District No. 1 (the "Public Improvements Agreement"), all of that certain tract of real property situated in Denton County, Texas described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property").

The conveyance of the Property is made and accepted subject to the following "Permitted Exceptions": (i) possibility of reverter hereinafter set forth; (ii) the easements reserved in Exhibit "B" attached hereto and made a part hereof for all purposes; (iii) the matters set forth in Exhibit "C" attached hereto and made a part hereof for all purposes; (iv) the restrictions and covenants set forth in Exhibit "D" attached hereto and made a part hereof for all purposes; (v) all other matters of record in the Real Property Records of Denton County, Texas affecting the Property that exist as of the recordation of this Donation Deed (this "Deed"); and (vi) all matters shown on a current survey of the Property.

The Property is conveyed to Grantee to be used only for the following "Permitted Purposes": the construction, use, maintenance, repair and reconstruction of a public fire station and all legal purposes related thereto in compliance with the terms and conditions of the Public Improvements Agreement.

There is excepted from this conveyance and hereby reserved unto Grantor and Grantor's successors and assigns, all of Grantor's interest in the water (including, without limitation, underground water from any and all depths and geological formations, surface water, diffuse surface flow and runoff, and harvested rain water, and all of the water rights associated with the property (including any and all permits issued by the North Texas Groundwater Conservation

District and any and all permits, licenses or other governmental authorizations related to such water) that is in and under the Property and that may be produced from it (all of which interests are excluded from the definition of "Property"); provided, however, Grantor shall not have the right of ingress and egress over the surface of the Property for mining, drilling, exploring, operating, and developing such water. Notwithstanding anything to the contrary, nothing herein shall be construed as preventing Grantor and Grantor's successors and assigns from developing or producing the water in and under the Property by pooling, or by directional or horizontal drilling under the Property from well sites located on tracts other than the Property, or by any other method that does not require ingress and egress over the surface of the Property; provided, further, that any such development or production of water does not adversely affect the structural integrity of any improvement on the Property.

Grantor hereby retains and expressly reserves a possibility of reverter in favor of Grantor pursuant to which the conveyance of the Property or portion thereof shall be automatically terminated and forfeited without the necessity of any notice (except as expressly provided in this Deed), election or re-entry by Grantor in the event that the Property or portion thereof is not, within two years after the date of this Deed, under construction for the Permitted Purposes, as evidenced by the pouring of the foundation of the facility for the Permitted Purposes. If the condition described in the preceding sentence occurs, and if such condition continues to exist for a period of 60 days after written notice from Grantor to Grantee, then all right, title and interest of Grantee in and to the Property or portion thereof affected by the condition (together with all improvements then located on the Property or affected portion thereof) shall be automatically forfeited to and revert to Grantor.

It is the express intention of Grantor and Grantee that Grantor is conveying to Grantee an estate in fee simple determinable in and to the Property and that the provisions of the immediately preceding paragraph shall constitute conditional limitations upon the estate conveyed herein and shall not constitute a covenant or a right of re-entry for breach of condition subsequent. It is the further express intention of Grantor and Grantee that upon the occurrence of either of the conditions and the giving of notice and the expiration of the 60-day period as set forth in the immediately preceding paragraph, fee simple title to the Property or applicable portion thereof (including all improvements then located thereon) shall automatically be forfeited to and revert to Grantor. The automatic termination of the determinable fee simple estate conveyed hereby shall not be affected by the fact that (i) the occurrence of the condition was caused by or related to any act or failure to act by a third party or (ii) Grantee was prevented, whether by impossibility, inability or otherwise, from preventing the occurrence of the condition.

The right of reversion reserved herein to Grantor shall terminate and shall be of no further force or effect on the earlier of (i) the date on which Grantee is under construction of the facility for the Permitted Purposes, as evidenced by the pouring of the foundation of the facility for the Permitted Purposes or (ii) the date that is 21 years less one day after the death of the last survivor of any of the descendants of Queen Elizabeth II of England living on the date of execution of this Deed. The possibility of reverter and all other rights, options and easements retained or reserved by Grantor in this Deed shall be the property of and shall inure to the benefit of Grantor, its successors and assigns, and are not appurtenant to any tract of property (other than

the Property). All provisions of this Deed applicable to Grantor and Grantee shall be applicable to their respective successors and assigns.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, together with, all and singular, the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns, forever; and, subject to the Permitted Exceptions, Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof BY, THROUGH OR UNDER GRANTOR, BUT NOT OTHERWISE.

This conveyance is being made by Grantor and accepted by Grantee subject to taxes for the year 2016, the payment of which Grantee assumes.

EXECUTED to be effective this ____ day of _____, 2016.

GRANTOR:

H4 LITTLE ELM, LP,
a Texas limited partnership

By: BOH Investments GP, LLC,
a Delaware limited liability company,
its general partner

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2016, by _____, _____ of BOH Investments GP, LLC, a Delaware limited liability company, general partners of H4 Little Elm, LP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

Notary Public, State of Texas

ACCEPTED TO THE TERMS,
CONDITIONS AND RESERVATIONS
CONTAINED HEREIN:

TOWN OF LITTLE ELM, TEXAS

_____, Mayor

THE STATE OF TEXAS	§
	§
COUNTY OF DENTON	§

This instrument was acknowledged before me on this _____ day of _____, 2016, by _____, Mayor of the TOWN OF LITTLE ELM on behalf of said town.

Notary Public, State of Texas

EXHIBIT “A”

LEGAL DESCRIPTION

[See Attached]

FIELD NOTES
FIRE STATION TRACT

BEING a tract of land situated in the Thomas Navo Survey, Abstract No. 964, Denton County Texas, and being part of the remainder of a called 757.040 acre tract of land described in deed to H4 Little Elm, L.P., as recorded in Inst. No. 2013-48961 of the Deed Records of Denton County, Texas, (D.R.D.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod with cap stamped "Jones Carter" found at a northeasterly corner of Union Park Phase 1-C Addition, recorded in Instrument No. 2015-214 of the Plat Records of Denton County, Texas, from said point a 5/8" iron rod with cap stamped "Jones Carter" found bears South 01 Degrees 30 Minutes 14 Seconds West, along the east line of Navo Road, a distance of 391.53 feet;

THENCE along the west line of said 757.040 acre tract, the following courses:

South 88 Degrees 26 Minutes 14 Seconds East, departing said common line, a distance of 15.08 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 01 Degrees 32 Minutes 35 Seconds East, a distance of 12.20 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 41 Minutes 58 Seconds West, a distance of 127.90 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 01 Degrees 33 Minutes 46 Seconds East, a distance of 170.65 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner in the south line of a 100' Brazos Electric Easement as recorded in Vol. 995, Page 161, D.R.D.C.T.;

THENCE South 59 Degrees 10 Minutes 17 Seconds East, departing the west line of said 757.040 acre tract and along the south line of said Brazos Electric Easement, a distance of 297.05 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE departing the south line of said Brazos Electric Easement, the following courses:

South 01 Degrees 30 Minutes 00 Seconds West, a distance of 272.39 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 88 Degrees 30 Minutes 00 Seconds West, a distance of 269.35 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner in the east line of said Navo Road;

THENCE North 01 Degrees 30 Minutes 14 Seconds East, along the east line of said Navo Road, a distance of 107.24 feet to the **POINT OF BEGINNING**, and containing 90,162 square feet or 2.070 acres of land more or less.

Bearings are based on monuments found for the tract of land described in deed to H4 Little Elm, L.P., recorded in Inst. No. 2013-48961 of the Deed Records of Denton County, Texas.

Eduardo Martinez 7/19/2016

Eduardo Martinez

Registered Professional Land Surveyor No. 5274

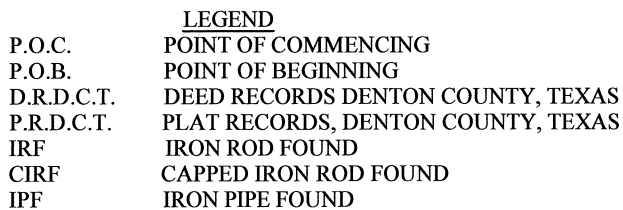
emartinez@jonescarter.com

Texas Board of Professional Land Surveying

Registration No. 100461-03



NAVO MIDDLE SCHOOL ADDITION
LOT 1, BLOCK A
CABINET W, PG. 436
P.R.D.C.T.



Texas Board of Professional Engineers Registration No. F-439
6509 Windcrest Drive, Suite 600 • Plano, Texas 75024
972.488.3880

FIRE STATION BOUNDARY

THOMAS NAVO SURVEY, ABSTRACT NO. 964
TOWN OF LITTLE ELM,
DENTON COUNTY, TEXAS

EXHIBIT "B"

EASEMENTS RESERVED

1. Grantor reserves a perpetual easement on and across the portion of the Property described below as the "Easement Area" for the purposes of installing, operating, upgrading and maintaining underground utility lines and equipment, as determined by Grantor (collectively, the "Facilities"). Neither Grantee nor its successors or assigns shall take any action that shall interfere with Grantor's use of the Easement Area for the purposes set forth above except as may be reasonably necessary for ingress and egress of emergency vehicles.

"Easement Area"

- a. All portions of the Property within five feet of any existing or future street, alley or other right-of-way as shown on a recorded plat of the Property;
- b. Such other portions of the Property as reasonably determined by Grantor to install, operate, upgrade and maintain lines and other connections connecting from improvements constructed on the Property into the Facilities, if any, installed in the area described in a. above.

2. Grantor or Grantor's assignee, whichever entity installs any Facilities pursuant to the above easements shall have the right and responsibility to keep such Facilities in good condition and repair. Grantee shall have no responsibility for any such repair and maintenance.

3. The easements reserved in this Exhibit "B" are easements in gross for the benefit of Grantor and its successors and assigns.

4. Grantor or its assignee shall restore or repair any damage to the Property resulting from such use by Grantor or its assignee.

5. NEITHER GRANTOR NOR ITS ASSIGNEES IS OBLIGATED TO INSTALL ANY FACILITIES. SUCH DECISION SHALL BE MADE IN THE SOLE DISCRETION OF GRANTOR OR ITS ASSIGNEE.

6. By its acceptance of this Deed, Grantee agrees to execute such further instruments confirming or evidencing the easements reserved in this Exhibit "B" as Grantor from time to time may reasonably request, including, but not limited to, any utility easement documents used by any utility company, although such execution is not necessary for the exercise of any rights under this Exhibit "B".

EXHIBIT "C"

DISCLAIMER, RELEASES AND OTHER COVENANTS

Grantee acknowledges that, except for the special warranty of title contained in this Deed, neither Grantor nor its representatives have made any representations or warranties as to the Property or its environmental or physical condition, upon which Grantee has relied. Grantee further acknowledges and agrees that **GRANTOR HAS NOT MADE, DOES NOT MAKE AND EXPRESSLY DISCLAIMS, ANY WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTEES, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE MERCHANTABILITY, HABITABILITY, QUANTITY, QUALITY OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. GRANTEE AFFIRMS THAT IT (i) HAS INVESTIGATED AND INSPECTED THE PROPERTY AND IS FAMILIAR AND SATISFIED WITH THE PHYSICAL CONDITION OF THE PROPERTY, AND (ii) HAS MADE ITS OWN DETERMINATION AS TO (a) THE MERCHANTABILITY, QUANTITY, QUALITY AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE POSSIBLE PRESENCE OF HAZARDOUS MATERIAL, AS DEFINED HEREIN, AND (b) THE PROPERTY'S SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. AS USED HEREIN, THE TERM "HAZARDOUS MATERIAL" SHALL MEAN ANY SUBSTANCE, WHETHER SOLID, LIQUID OR GASEOUS: (I) WHICH IS LISTED, DEFINED OR REGULATED AS A "HAZARDOUS SUBSTANCE," "HAZARDOUS MATERIAL," "HAZARDOUS WASTE," "EXTREMELY HAZARDOUS WASTE," "TOXIC SUBSTANCE," "SOLID WASTE," OR OTHERWISE CLASSIFIED AS HAZARDOUS OR TOXIC, IN OR PURSUANT TO ANY ENVIRONMENTAL LAW (WHERE "ENVIRONMENTAL LAW" INCLUDES, WITHOUT LIMITATION, ALL PRESENT AND FUTURE FEDERAL, STATE, OR LOCAL LAWS, STATUTES, ORDINANCES, CODES, RULES, REGULATIONS, LICENSES, PERMITS, AUTHORIZATIONS, DECISIONS, ORDERS, INJUNCTIONS OR DECREES, WHICH PERTAIN TO THE HEALTH, SAFETY OR THE ENVIRONMENT) OR (II) WHICH IS OR CONTAINS ASBESTOS, RADON, ANY POLYCHLORINATED BIPHENYL, UREA FORMALDEHYDE FOAM INSULATION, EXPLOSIVE OR RADIOACTIVE MATERIAL, CRUDE OIL OR NATURAL GAS OR ANY FRACTION OR MIXTURE THEREOF, OR MOTOR FUEL OR OTHER REFINED OR PROCESSED PETROLEUM HYDROCARBONS; OR (III) WHICH CAUSES OR THREATENS TO CAUSE A CONTAMINATION OR NUISANCE ON THE PROPERTY OR ANY ADJACENT PROPERTY OR A HAZARD TO THE ENVIRONMENT OR TO THE HEALTH OR SAFETY OF ANY PERSON(S) ON OR ABOUT THE PROPERTY OR ANY ADJACENT PROPERTY.**

GRANTEE HEREBY ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS", INCLUDING ENVIRONMENTAL, BASIS, AND ACKNOWLEDGES THAT (i) WITHOUT THIS ACCEPTANCE, THIS SALE WOULD NOT BE MADE, (ii) THAT GRANTOR SHALL BE AND IS UNDER NO OBLIGATION WHATSOEVER TO

UNDERTAKE ANY REPAIR, ALTERATION, REMEDIATION OR OTHER WORK OF ANY KIND WITH RESPECT TO ANY PORTION OF THE PROPERTY, (iii) THAT THE CONSIDERATION PAID BY GRANTEE REFLECTS THE EXISTING CONDITIONS OF THE PROPERTY, INCLUDING THE PRESENCE OF ANY ENVIRONMENTAL CONTAMINATION THEREON, AND (iv) GRANTEE'S USE OR INTENDED USE OF THE PROPERTY MAY BE IMPAIRED BY ITS ENVIRONMENTAL CONDITION. GRANTEE AND ITS SUCCESSORS AND ASSIGNS HAVE, AND SHALL BE DEEMED TO HAVE, ASSUMED ALL RISK AND LIABILITY WITH RESPECT TO THE PRESENCE OF HAZARDOUS MATERIAL ON OR WITHIN OR UNDER THE SURFACE OF THE PROPERTY, WHETHER KNOWN OR UNKNOWN, APPARENT, NON-APPARENT OR LATENT, AND WHETHER EXISTING PRIOR TO, AT OR SUBSEQUENT TO, TRANSFER OF THE PROPERTY.

GRANTEE, ON BEHALF OF ITSELF AND ITS SUCCESSOR OWNERS AND ASSIGNS OF THE PROPERTY, HEREBY RELEASES GRANTOR, ITS PARTNERS, EMPLOYEES, OFFICERS, AGENTS, AND THEIR SUCCESSORS AND ASSIGNS (THE "GRANTOR RELEASE PARTIES") FROM AND INDEMNIFIES AND COVENANTS NOT TO SUE THE GRANTOR RELEASE PARTIES FOR ANY AND ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS AND CLAIMS, KNOWN OR UNKNOWN, INCLUDING WITHOUT LIMITATION ANY OBLIGATION TO TAKE THE PROPERTY BACK OR REDUCE THE PRICE, OR ACTIONS FOR CONTRIBUTION OR INDEMNITY, THAT GRANTEE OR ITS SUCCESSORS AND ASSIGNS MAY HAVE AGAINST GRANTOR OR THAT MAY ARISE IN THE FUTURE, BASED IN WHOLE OR IN PART, UPON THE PRESENCE OF HAZARDOUS MATERIAL ON OR WITHIN OR UNDER THE SURFACE OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS AND CLAIMS THAT MAY ARISE UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED 42 U.S.C. § 9601 ET SEQ. GRANTEE AND ITS SUCCESSORS AND ASSIGNS FURTHER COVENANT THAT IN THE EVENT ANY REMEDIATION OR OTHER ACTIONS ARE REQUIRED AS A RESULT OF THE ENVIRONMENTAL CONDITION OF THE PROPERTY, GRANTEE, ITS SUCCESSORS AND ASSIGNS, SHALL BE FULLY RESPONSIBLE FOR SUCH ACTIONS. GRANTEE FURTHER ACKNOWLEDGES THAT THE PROVISIONS OF THIS EXHIBIT "C" TOUCH AND CONCERN AND RUN WITH THE PROPERTY, AND SHALL BIND GRANTEE AND ALL SUBSEQUENT OWNERS OF THE PROPERTY, AND HAVE BEEN FULLY EXPLAINED TO GRANTEE AND THAT GRANTEE FULLY UNDERSTANDS AND ACCEPTS THE SAME. THE FOREGOING INCLUDES A RELEASE OF SELLER FROM CLAIMS BASED ON SELLER'S NEGLIGENCE IN WHOLE OR IN PART AND CLAIMS BASED ON STRICT LIABILITY.

EXHIBIT “D”

DECLARATION OF RESTRICTIONS AND COVENANTS

Grantor owns certain real property near and adjacent to the Property and therefore, Grantor intends that the Property be developed for the Permitted Purposes and that the Property be subject to the covenants, conditions, restrictions and easements set forth in this Declaration in order to establish a plan for the development, improvement and use of the Property with architectural, landscaping and maintenance controls.

NOW, THEREFORE, Grantor adopts, establishes and imposes the following covenants, conditions, restrictions, easements, liens and charges upon the Property and declares that the Property and all portions thereof are and shall be held, transferred, sold, conveyed and occupied subject to such covenants, conditions, restrictions, easements, liens and charges set forth herein.

ARTICLE I **GENERAL**

SECTION 1.01. **PURPOSE.** The purpose of this Declaration is to promote the orderly development and use of the Property; to maintain and support a quality-designed community; to prevent the erection on the Property of any Improvements built of improper design or materials; to prevent any haphazard and inharmonious improvement of the Property; to restrict certain uses of the Property, to encourage the erection of attractive Improvements; to provide for setbacks from Streets and other property lines; and to require the orderly and effective maintenance of the Property.

SECTION 1.02. **DEFINITIONS.** The following words or phrases when used in this Declaration, unless the context otherwise indicates or requires, shall have the following meanings

a. **“Building Setback”** shall have the meaning set forth in Section 3.05 of this Declaration.

b. **“Town”** shall mean the Town of Little Elm, Texas.

c. **“Front Yard Setbacks”** shall have the meaning set forth in Section 3.05 of this Declaration.

d. **“Improvements”** shall mean any and all changes to the Property, from initial construction through later construction or maintenance, which are intended to be temporary or permanent in nature (other than changes made during a period of construction which will be removed when the construction period is complete), including, but not limited to, new buildings and structures, changes to all building exteriors and roof structures, parking areas, loading areas, vehicle circulation lanes and approaches, utility and drainage systems, surface parking areas and parking structures, exterior lighting, sculptures, sidewalks, fences, walls, Landscaping, poles, antennae, ponds, lakes, fountains, swimming pools, tennis or athletic courts, signs, or any

exterior color or shape, glazing or reglazing of exterior windows and any new exterior construction or exterior improvement which may not be included many of the foregoing. “Improvements” include both original improvements and all later changes and improvements.

e. **“Landscaping”** shall mean plants, including, but not limited to, grass, vines, ground cover, trees, shrubs, flowers, mulch and bulbs; rocks; landscape edging; water features; berms; hardscape; lighting in landscaped areas; irrigation systems and related landscape improvements and materials.

f. **“Owner”** shall mean each Person who is a record owner of a fee simple interest in any parcel of land within the Property, but excluding any Person who holds only a lien or interest in any parcel of land within the Property as security for the performance of any obligation.

g. **“Paving Setback”** shall have the meaning set forth in Section 3.05 of this Declaration.

h. **“Permitted Use”** shall have the meaning set forth in Section 3.02 of this Declaration.

i. **“Person”** shall mean any natural person, corporation, partnership, trust or other legal entity.

j. **“Side and Rear Yard Setbacks”** shall have the meaning set forth in Section 3.05 of this Declaration.

k. **“Site”** shall mean any single parcel of land within the Property on which Improvements are or are to be constructed.

l. **“Street”** shall mean any land located within an easement or a right-of-way in or adjacent to the Property now or at any time hereafter dedicated to any governmental entity for public use as a roadway for motor vehicles.

m. **“Unpaved Right-of-Way”** shall mean the portion of a Street between the edge of the street pavement and the right-of-way line of the Street.

Other terms used in this Declaration are defined in various provisions used herein.

ARTICLE II

DEVELOPMENT REVIEW

SECTION 2.01. **DEVELOPMENT REVIEW.** No construction or external modification of Improvements on any portion of the Property shall be commenced unless such has been approved by Grantor in advance as provided in this Declaration. Grantor has the right, but not the obligation, to review and approve or disapprove plans and specifications for Improvements proposed to be installed or modified on the Property. Such review may be handled by a designee

of Grantor, and the use of the term “Grantor” in this Article II shall include Grantor or such designee. No Improvements shall be erected, constructed, placed, altered, remodeled, demolished or permitted to remain on any portion of the Property until plans and specifications, in such form and detail as Grantor may deem necessary, shall have been submitted to Grantor and approved by it in writing. The process of reviewing and approving plans and specifications is one which of necessity requires that Grantor is called upon from time to time to make subjective judgments. Grantor is given full power and authority to make any such subjective judgments and to interpret the intent and provisions of this Declaration in such manner and with such results as Grantor, in its sole discretion, may deem appropriate, and in the absence of final adjudication by a court of competent jurisdiction that Grantor has abused its discretion, such action by Grantor shall be final and conclusive, however such approval shall not be unreasonably withheld. Grantor shall have the right to grant variances from the provisions of this Declaration as it, in its sole discretion, deems appropriate. Grantor shall have the sole discretion to determine whether plans and specifications submitted to it for approval are acceptable, and Grantor shall be entitled and empowered to enjoin or remove any construction undertaken pursuant to plans and specifications that have not been approved in writing by Grantor.

SECTION 2.02. PLANS AND SPECIFICATIONS.

a. Grantor shall have the right to disapprove any submitted plans that are not in compliance with this Declaration or if they are incomplete. Grantor may base its approval or disapproval on, among other things:

- (i) conformity to the design guidelines established by Grantor for the Property;
- (ii) architectural character of all proposed Improvements, taking into consideration the aesthetic quality of any structures with respect to height, form, proportion, volume, siding, exterior materials, roofing materials (with regard to type, scale, texture, color and durability) and proposed quality of workmanship;
- (iii) adequacy of Site dimensions for the proposed Improvements;
- (iv) conformity and harmony of external design with Improvements on neighboring Sites and types of operations and uses thereof;
- (v) relation to topography, grade and finish ground elevations to that of neighboring Properties;
- (vi) effect of the Improvements on aircraft navigation or communication and communication or navigation aids or equipment;
- (vii) screening of mechanical and other installations;
- (viii) functional appropriateness with respect to vehicle handling, pedestrian circulation, siting of buildings (both in relationship to one another and in

relationship to buildings, existing or proposed, located on other Sites), drainage, utility service systems and lighting;

- (ix) extent and quality of landscaped areas;
- (x) exterior signing; or
- (xi) compliance with the purpose and general plan, intent and provisions of this Declaration.

b. There shall be a preliminary submission at which time the Owner or its designated representative shall submit to Grantor two sets of preliminary plans and specifications at an appropriate scale showing, with respect to the Improvements proposed to be constructed on the Property the following:

- (i) master plan for full development of the Property, including future expansion;
- (ii) Property plan and schematic design of area proposed for immediate development showing:
 - (A) location of all structures and set-back lines;
 - (B) location of all walks, parking areas, loading areas, curb-cuts, driveways, outside storage areas and utility and equipment areas (with proposed screening for such outside areas);
 - (C) location of all landscaping features, and
 - (D) size in square footage and height of all buildings and number of parking spaces on the Property;
- (iii) architectural building elevation drawings of each building face, including, but not limited to, materials to be used and their locations;
- (iv) building and roofing materials and color information, with samples to be submitted if requested by Grantor; and
- (v) description of proposed uses.

c. THIS PRELIMINARY SUBMISSION SHALL OCCUR AS EARLY AS POSSIBLE IN THE CONCEPTUAL DESIGN PHASE OF ANY IMPROVEMENTS. THE PRIMARY PURPOSE OF THIS PRELIMINARY SUBMISSION IS TO IDENTIFY ANY GENERAL ASPECTS OF THE PROPOSED IMPROVEMENTS SHOWN ON SUCH PRELIMINARY PLANS THAT ARE UNACCEPTABLE TO GRANTOR AT A TIME PRIOR TO THE OWNER HAVING SPENT SUBSTANTIAL DESIGN AND

ENGINEERING FEES.

d. By no later than 45 days prior to the projected date for commencement of construction, there shall be a final submission to Grantor at which time the Owner or his designated representative shall submit detailed information in writing regarding the proposed use of the Site, copies of all applications for governmental permits, if available, and any accompanying correspondence, if available, Site plans, all plans to be submitted for governmental approval and two full sets of final construction drawings and specifications prepared by an architect, professional engineer, landscape architect and/or land surveyor (as appropriate) registered under Texas law, bearing the signature, seal and certification of such architect, professional engineer, landscape architect and/or land surveyor at an appropriate scale showing, with respect to the Improvements proposed to be constructed on the Site, the following:

- (i) location of all structures, easements, roadways and set-back lines;
- (ii) location of all walks, driveways, curb-cuts and curb-lines;
- (iii) layout and location of all parking areas, including location and dimensions of all spaces, circulation aisles, curbs and bumpers;
- (iv) layout, location, and screening of all loading areas;
- (v) layout and location of all outside storage areas, including identification and size of the material to be stored and location and dimensions of all fencing and screening;
- (vi) all landscaping, including location, height, spread, type and number of trees and shrubs and location and type of all ground cover and lawn material, and existing trees and limits of clearing and grading;
- (vii) automatic irrigation system, including meter locations, pipe size, head, volume, and controller location and type;
- (viii) location, height, and fixture type of all exterior lighting;
- (ix) location, size, and type of all pipes, lines, conduits, and other equipment and facilities for the transmission of sanitary sewage, industrial sewage, storm water, water, and other utility services;
- (x) location, size, and type of all fencing;
- (xi) architectural floor plans, building elevation, wall sections, entryway features and details of each building;
- (xii) building and roofing material and color information, including samples;

- (xiii) temporary construction sign design;
- (xiv) permanent sign design and sign location;
- (xv) Site coverage data and calculations;
- (xvi) parking data and calculations, including base data for projected needs;
- (xvii) Site drainage and calculations, including finished contour lines and spot elevations at one-foot contour intervals;
- (xviii) sizes in square footage and height of all buildings;
- (xix) description of proposed uses;
- (xx) certification by the Owner's architect that the design of the Improvements complies with the Declaration. If any proposed Improvements do not comply with the Declaration, the Owner's architect, in such certification, shall specify and explain such noncompliance;
- (xxi) sculpture and descriptions;
- (xxii) layout and location of all common areas; and
- (xxiii) such other data as may be required by Grantor.

e. Approval of plans and specifications shall be based upon a determination by Grantor as to whether or not in its judgment such plans and specifications adequately meet objectives established for the Property with regard to aesthetic quality, as well as meeting certain functional and other requirements created by this Declaration. Grantor shall notify the Owner of the Grantor's disapproval of any portion of the plans or other submissions and shall give the reasons for such disapproval. **APPROVAL OF ANY PLANS AND SPECIFICATIONS WITH REGARD TO ANY IMPROVEMENTS SHALL NOT BE DEEMED A WAIVER OF GRANTOR'S RIGHT, IN ITS DISCRETION, TO DISAPPROVE SIMILAR PLANS AND SPECIFICATIONS, OR ANY OF THE FEATURES OR ELEMENTS INCLUDED THEREIN, FOR ANY OTHER IMPROVEMENTS OR TO REFRAIN FROM GRANTING SIMILAR VARIANCES.**

f. If any submission of plans and specifications is not complete or does not include all data required by this Declaration, such plans shall not be considered to have been submitted until such deficiencies have been corrected. Should Grantor fail to either approve or disapprove preliminary or final plans and specifications within 30 days after submittal thereof to Grantor in a form and fully complete as required by this Declaration, it shall be conclusively presumed that Grantor has approved such properly submitted plans and specifications, unless prior to the end of such 30-day period, Grantor shall have notified the Person submitting such plans and specifications in writing that an additional time period, not to exceed 15 days, is needed for

further review, after which additional period it shall be conclusively presumed that approval has been given absent specific disapproval in writing having been given by Grantor during such additional review period.

g. If work is not commenced within 24 months from the date of such approval, then the approval given pursuant to this Article II shall be deemed revoked by Grantor, unless Grantor extends the time for commencing work. In any event, all work covered by such approval, once commenced, shall be constructed with due diligence to be completed as soon as possible, but must be completed within three years of the commencement thereof, except for such period of time as such completion is rendered impossible or would result in great hardship due to strikes, fires, national emergencies, critical materials shortages, or other intervening forces beyond the control of the Owner, unless Grantor extends the time for completion.

SECTION 2.03. **COMPLIANCE.** If Grantor shall determine that the plans for any Site or the Improvements have not been approved or that the plans which have been so approved are not being substantially complied with, Grantor may in its discretion give the Owner of the Site and Improvements written notice to such effect, and, thereafter, Grantor shall be entitled to enjoin further construction and to require the removal or correction of any work in place that does not comply with approved plans. If any Improvements shall be altered or replaced or maintained on the Site otherwise than in substantial conformity with the approved plans therefor, such action shall be deemed to have been undertaken without requisite approval of Grantor and to be in violation of this Declaration; and Grantor shall be entitled to take action as permitted under this Declaration with respect thereto.

SECTION 2.04. **INTERIOR ALTERATIONS.** An Owner may make improvements and alterations within the interior of any building on its property without first obtaining Grantor's approval, provided, however, that no Owner shall make any such improvements or alterations or remove any portion thereof or make any additions thereto or do anything else that (a) would change the exterior appearance or use of such Improvements, or (b) would or might jeopardize or impair the safety, soundness, or structural integrity of such Improvements or of any other Improvements on the Property without first submitting plans therefor and obtaining the written approval thereof of Grantor.

SECTION 2.05. **CHANGES.** No construction or use that is inconsistent with, in addition to, or materially different from, any previously approved plans shall be commenced or permitted until the plans reflecting such change or addition have been submitted to and approved by Grantor in accordance with this Article II.

SECTION 2.06. **LIMITATION OF LIABILITY AND INDEMNITY.** Grantor shall not be liable in damages or otherwise to any Person submitting plans or specifications for approval or to any Owner of any portion of the Property, by reason of subjective decisions, mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications submitted. Grantor shall not, individually or in combination, be liable in damages or otherwise in connection with any construction, design, engineering, or other defect associated with any Improvement constructed on the Property. **APPROVAL OF PLANS AND**

SPECIFICATIONS BY THE GRANTOR DOES NOT CONSTITUTE ANY WARRANTY OR REPRESENTATION THAT SUCH PLANS AND SPECIFICATIONS COMPLY WITH GOVERNMENTAL REQUIREMENTS OR GOOD AND PRUDENT DESIGN, ENGINEERING, AND CONSTRUCTION PRACTICES. IT IS THE SOLE RESPONSIBILITY OF THE OWNER TO DETERMINE AND SEE THAT ITS PLANS AND SPECIFICATIONS COMPLY WITH SUCH REQUIREMENTS AND PRACTICES.

ANY OWNER SUBMITTING PLANS PURSUANT THIS DECLARATION, BY DISSEMINATION OF THE SAME, AND ANY OWNER, BY ACQUIRING TITLE TO THE PROPERTY, AGREES NOT TO SEEK DAMAGES FROM GRANTOR AND EACH OF ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), ARISING OUT OF ANY INDEMNIFIED PARTY'S REVIEW OF SUCH SUBMITTED PLANS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NO INDEMNIFIED PARTY SHALL BE RESPONSIBLE FOR THE REVIEW, NOR SHALL ANY INDEMNIFIED PARTY'S REVIEW OR APPROVAL OF ANY PLANS BE DEEMED APPROVAL OF ANY PLANS FROM THE STANDPOINT OF THE STRUCTURAL INTEGRITY AND SAFETY, SOUNDNESS, WORKMANSHIP, MATERIALS, USEFULNESS, CONFORMITY WITH BUILDING OR OTHER CODES OR INDUSTRY STANDARDS OR COMPLIANCE WITH THIS DECLARATION OR ANY OTHER LEGAL REQUIREMENTS. FURTHER, EACH OWNER AGREES TO INDEMNIFY, DEFEND, AND HOLD EACH INDEMNIFIED PARTY HARMLESS FROM, AND DEFEND EACH INDEMNIFIED PARTY AGAINST ANY AND ALL CLAIMS WHATSOEVER, ARISING OR RESULTING FROM, SUSTAINED OR INCURRED BY ANY INDEMNIFIED PARTY, OR WHICH CAN OR MAY ARISE, RESULT, BE SUSTAINED OR INCURRED, OR WHICH CAN OR MAY ARISE, RESULT, BE SUSTAINED OR INCURRED IN CONNECTION WITH THE REVIEW OF ANY PLANS OF AN OWNER SUBMITTED HEREUNDER.

SECTION 2.07. CERTIFICATE OF COMPLIANCE. Upon request by an Owner who has complied with the provisions of this Article II, Grantor shall deliver to such Owner a written certificate of such compliance in recordable form, and such certificate shall be conclusive evidence of such compliance.

SECTION 2.08. DOCUMENTATION. Within 60 days after completion of any Improvements, the Owner of such Site shall provide to Grantor as-built site and utility plans and such other as-built information which may be requested by Grantor.

ARTICLE III **PROTECTIVE COVENANTS**

SECTION 3.01. GENERAL. No use shall be permitted on the Property which is not allowed under applicable public codes and ordinances either already adopted or as may be adopted by the Town or other controlling public authority. Each Owner, occupant or other user of any portion of the Property at all times shall comply in every respect with this Declaration and with any and all laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdictional control over the

Property, specifically including, but not limited to, applicable zoning restrictions placed upon the Property as they exist from time to time. **IN SOME INSTANCES GOVERNMENTAL REQUIREMENTS MAY BE MORE OR LESS RESTRICTIVE THAN THE PROVISIONS OF THIS DECLARATION. IN THE EVENT A CONFLICT EXISTS BETWEEN ANY SUCH PUBLIC REQUIREMENT AND ANY REQUIREMENT OF THIS DECLARATION, THE MORE RESTRICTIVE REQUIREMENT SHALL PREVAIL AS LONG AS THE MORE RESTRICTIVE REQUIREMENT DOES NOT VIOLATE PUBLIC REQUIREMENTS. WHERE A GOVERNMENTAL REQUIREMENT DOES NOT CLEARLY CONFLICT WITH THE PROVISIONS OF THIS DECLARATION BUT PERMITS ACTION THAT IS DIFFERENT FROM THAT REQUIRED BY THIS DECLARATION, THE PROVISIONS OF THIS DECLARATION SHALL PREVAIL.** All portions of the Property shall be developed in accordance with this Declaration as such may be amended as herein provided. The provisions of this Article III set forth certain requirements which, in addition to the other provisions of this Declaration, shall apply with respect to the development and use of the Property.

SECTION 3.02. PERMITTED USE. The Property shall be used only for the construction, use, maintenance, repair and reconstruction of a public fire station and all legal purposes related thereto (the “Permitted Use”).

SECTION 3.03. DEVELOPMENT GUIDELINES. All Improvements to be located on the Property shall be designed, constructed, or installed, as the case may be, in compliance with the following development guidelines:

- a. all permanent streets or roads shall be constructed or laid on the Property using concrete with curbs and drainage culverts;
- b. unless otherwise approved in writing by Grantor, all structures must be comprised of 100% masonry (excluding roof area);
- c. unless otherwise approved in writing by Grantor, the roofs on all structures must be clay tile or metal if they are pitched roofs and any non-pitched roofs must be located behind and screened by masonry parapet walls extending above the roof line to hide any such non-pitched roofs from view;
- d. all lots shall contain landscaping coverage of no less than ten percent of the net land area for said lots; and
- e. no permanent cyclone fencing is permitted.

SECTION 3.04. SETBACKS.

- a. Each Site shall be subject to “Front Yard Setbacks” consisting of a Paving Setback and a Building Setback measured in feet from the right-of-way line of each Street contiguous to the Site (a Site shall have a front yard on each boundary abutting a Street) as follows:

Paving Setback
15 feet

Building Setback
35 feet

b. Each Site shall be subject to “Side and Rear Yard Setback” on all sides of the Site not abutting a Street consisting of a five-foot Paving Setback and a ten-foot Building Setback, measured from the applicable boundary lines of the Property, provided, however, with respect to any side or rear yard adjacent to any property with any residential zoning category, there shall be a 20-foot Building Setback.

c. No Improvements shall be installed by an Owner within a Paving Setback or within the Unpaved Right-of-Way on or adjacent to the Property other than Landscaping, sidewalks, underground utility lines and connections, driveways crossing such area into the Property, signage approved by Grantor and other Improvements specifically approved by Grantor.

d. No Improvements shall be installed on the Property between the Paving Setback and the Building Setback applicable to such Site except for:

- (i) Landscaping;
- (ii) structures below or covered by the ground;
- (iii) steps, crossing driveways, curbing, sidewalks, pedestrian plazas, benches, and related hardscape;
- (iv) planters and retaining walls (other than screening walls);
- (v) underground utilities and related surface utility equipment to the extent such is required by utility companies and is screened as required by Grantor;
- (vi) sculpture, flags, and external decorations;
- (vii) driveways and surface parking areas;
- (viii) gatehouses; and
- (ix) other Improvements specifically approved by Grantor.

SECTION 3.05. PROPERTY CIRCULATION. Grantor intends for the Property to be developed in such a manner to minimize the number of curb cuts on to and median cuts in Streets, all of which curb and median cuts must be approved in writing in advance by Grantor. Driveways on a Site shall be paved with concrete and shall accommodate adequate vehicle stacking so that stacking on Streets of vehicles entering the Site is minimized. Notwithstanding the provisions of Section 3.04 above, Grantor may, in its discretion, permit jointly used driveways along the common side or rear yard boundary lines of two adjacent Sites designed to facilitate vehicular circulation provided other side and rear yard Landscaping is provided on such

Sites acceptable to Grantor. Each Owner, in accordance with the plans approved by Grantor, shall install sidewalks on its Site and the Unpaved Right-of-Way of any abutting Street if, as and when required to do so by the Town. The design, materials and location of such sidewalks are subject to approval of Grantor. In addition, pedestrian circulation areas around buildings and parking areas shall be installed and landscaped as required by Grantor.

SECTION 3.06. **COMPLIANCE WITH PUBLIC RULES.** All buildings shall be designed, constructed and maintained so as to comply fully at all times with any applicable public codes, ordinances, rules, regulations and orders.

SECTION 3.07. **PARKING.** Each Owner must provide on its Site adequate parking areas for all employees, the handicapped, visitors, and service vehicles, as determined by Town parking codes. No parking shall be permitted on Streets, on entrance driveways or internal roads on the Property. All surface parking shall be paved with concrete and shall have concrete curbs.

SECTION 3.08. **SIGNAGE.** No sign or other advertising device of any nature shall be placed on the Property except as approved by Grantor. No rooftop or pylon signs shall be placed on the Property. Ground mounted monument signs will be permitted on the Property and shall be subject to Town sign criteria. The location and design, including, without limitation, the material and lighting, of such signs on the Property is subject to the approval of Grantor. Building mounted signs will be permitted that have been approved by Grantor. No building mounted sign shall extend above the roof line or parapet wall, and no blinking, flashing, moving light, or changing light intensity signs shall be permitted.

SECTION 3.09. **EXTERNAL ILLUMINATION.** External lighting of buildings, drives, parking areas, walks, and plazas on the Property, pursuant to plans approved by Grantor, is required. Standards and requirements for illumination, with respect to fixture type, method of erection, height, material, finish, color, and base installation, must be approved by Grantor in its sole discretion. To the extent practical, lighting shall be from concealed sources unless otherwise approved by Grantor and shall be designed to minimize glare or light flow onto adjacent structures and property.

SECTION 3.10. **ANTENNAE AND TOWERS.** Towers, tower antennae, and satellite receiving and transmitting equipment shall be permitted on the Property only with the advance written approval of Grantor.

SECTION 3.11. **UNDERGROUND UTILITIES.** Any and all pipes, lines, and wires used for the transmission of water, natural gas, electricity, telephone, television, sound, or any other utilities, which are not within a building, shall be constructed and maintained underground within the Property unless required to be above ground for technical reasons and approved by Grantor. However, temporary above-grade utilities may be approved by Grantor for use during construction and until permanent underground service is available to the Property upon written advance approval by Grantor. No well shall be constructed on the Property.

SECTION 3.12. **SCREENING.** All towers, tower antennae, satellite receiving and transmitting equipment, other equipment, and loading, maneuvering, and service areas on the

Property, and such other items and areas as designated by Grantor, shall be screened to the extent reasonably practical from ground level view. Grantor shall have full power to determine what facilities or areas must be screened and the screening materials and requirements for each.

SECTION 3.13. **LANDSCAPING.** Each Owner, contemporaneously with the development of Improvements on the Property, shall install Landscaping on all unimproved areas around buildings on the Property in accordance with plans approved by Grantor. In the event the Landscaping on or adjacent to the Property is damaged due to the acts of an Owner or Owner's agents or contractors, the Owner shall be responsible for any and all expenses relating to its repair or replacement. Automatic irrigation systems must be installed by the Owner in all landscaped areas on the Property. No changes shall be made to the Landscaping on the Property or in an adjacent Unpaved Right-of-Way after it is installed, without the prior written approval of Grantor. All Landscaping on the Property and in the Unpaved Right-of-Way adjacent to the Property shall be maintained by the Owner in a neat and well-manicured manner if such is not maintained by a public improvement district.

SECTION 3.14. **TRASH AND GARBAGE.** The Property shall not be used or maintained as a dumping ground for rubbish, trash or garbage before, during or after the installation of any Improvements. Notwithstanding the foregoing, normal construction debris shall be temporarily allowed during construction of Improvements on the Property. Trash collection containers shall be situated and enclosed or otherwise screened as required by Grantor as not to be visible from public streets or other adjacent properties. If within seven days after the issuance of written notice by Grantor to an Owner, said Owner shall have failed either to remove any trash, rubble or construction debris, or to exercise reasonable care or conduct to prevent or remedy a dangerous, unclean, or unsightly condition, then Grantor shall have the authority, right, and easement to go on the Property for the purpose of cleaning the Property and/or otherwise correcting said condition or conditions, and shall have the authority and right to collect the cost thereof from the Owner.

SECTION 3.15. **SURFACE WATER FLOW AND DRAINAGE.** Natural streams and water courses on the Property shall be protected and shall not have either natural flow reduced or restricted, other than temporarily during construction periods, unless the express prior written approval of Grantor has been given. Plans for all ponds and other "water features" of any kind must be submitted in advance for Grantor approval. The Owner shall control water runoff to prevent damage to adjacent Sites or Streets.

SECTION 3.16. **ENVIRONMENT.**

a. No Owner shall dispose of or otherwise release or allow any of its agents, employees, contractors, occupants, or invitees to release any hazardous or toxic substances, petroleum products, chemicals, industrial sewage, or wastes of any kind on, in, or under any part of the Property or any adjacent tracts, including, but not limited to, any surface waters or groundwater located on the Property or any adjacent tracts, or into public sanitary sewer systems serving the Property, without pre-treatment as required by applicable governmental authorities.

b. Each Owner and each occupant of the Property shall indemnify and hold harmless

Grantor and its respective officers, directors, employees, partners, and agents from any and all liabilities, obligations, losses, damages, penalties, fines, claims, suits, costs, and damages required to be paid by Grantor, any other owner or occupant of any property, and their officers, directors, partners, employees, representatives, or agents arising in any way from (i) the disposal or release, after the date of such Owner's acquisition of the Property, of any toxic or hazardous substances, petroleum products, chemicals, industrial sewage, or wastes of any kind in, on, or under the Property or any other property, including, but not limited to, any surface or groundwater, and (ii) any pollution, escape, seepage, trespass, exposure, migration of any toxic or hazardous substances, petroleum products, chemicals, industrial sewage, or waste of any kind from the Property in the subsurface, surface, or in the air commencing after the date of such Owner's acquisition of the Property. The claims and causes of action described in (i) and (ii) above shall be deemed to include, but are not limited to, claims, demands, and/or causes of action for strict liability in tort or for strict liability or other liability under any present or future state or federal law or regulation, including, but not limited to, the Solid Waste Disposal Act, TEX. REV. CIV. STAT. ANN. 4477-7, Chapter 26 (Water Quality Control) of the TEX. WATER CODE ANN., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 *et seq.*, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §9601 *et seq.*, and the Federal Water Pollution Control Act, 33 U.S.C. §1251 *et seq.*, and such amendments as may be made to these statutes. The liabilities, obligations, losses, damages, penalties, fines, claims, suits, costs, and damages required to be paid by Grantor or any other owner or occupant of any other property or their officers, directors, partners, employees, representatives, or agents covered by this indemnity include closure costs, cleanup costs, containment costs, damages to persons, damage to property, damage to resources or to the environment, diminution in the value of affected parcels, all legal expenses, all other reasonable expenses incurred by Grantor or any other owner or occupant of any other property for the defense of any claim or cause of action covered by this indemnity, all engineering and expert fees, and expenses for necessary surveys, testing and monitoring.

SECTION 3.17. **FENCES.** The use of any fences on the Property is permitted only if specifically approved in advance by Grantor.

SECTION 3.18. **PROHIBITED ACTIVITIES.** No dangerous, noxious, offensive or nuisance activities, as determined by Grantor, or any activities which violate any applicable laws shall be conducted or permitted to occur by any Owner or its agents, employees, contractors, occupants or invitees on any portion of the Property. No operation or use of any portion of the Property shall be permitted or maintained by any Owner or its agents, employees, contractors, occupants or invitees that, in the opinion of Grantor, causes or produces noise or sound that is objectionable because of its volume, duration, frequency or shrillness, smoke, noxious, toxic or corrosive fumes or gases, obnoxious odors, dust or dirt or unusual fire or explosion hazards. The above prohibitions are in addition to those set forth in Section 3.01 above.

SECTION 3.19. **PLATTING AND ZONING.** No owner shall modify any existing plat of the Property or apply for any modification of zoning affecting the Property without the prior written approval of Grantor.

SECTION 3.20. **CONSTRUCTION STANDARDS.**

a. Any builder engaged to construct Improvements on any portion of the Property may conduct its construction operations and activities and do all things reasonably necessary as required to expeditiously commence, continue, and diligently complete construction of any such Improvements, including the provision of temporary buildings or trailers for administration of work and for the storage of materials and equipment, and the construction of temporary security fences and lighting, except that all construction activities, temporary structures, storage of materials and equipment, all construction-related parking and temporary security fences shall be confined entirely on the Property behind the Paving Setback. Topsoil shall be scraped and preserved before laying temporary parking lots. Each Owner is responsible for, and shall cause, through appropriate contractual provisions, all costs of cleaning up any debris or waste improperly disposed of anywhere on the Property. Each Owner and its contractors must maintain an attractive, clean, nuisance-free environment during the period of construction. Grantor shall have the right to designate points of ingress and egress on the Property for construction vehicles. Once commenced, all construction shall be continued with due diligence and good faith until completion.

b. Each Owner expressly covenants that it will prevent all adverse impacts (such as, but not limited to, air, soil, and water pollution, soil erosion, elimination of trees without replacement, or increased runoff rates) to areas outside the Property in any way (negligent or otherwise) resulting from construction, alteration, maintenance, repair, replacement, or removal of Improvements to the Property, and that it will indemnify and hold harmless Grantor and its successors and assigns from any and all damages resulting therefrom. All possible contaminants must be stored in a containment facility that will not allow such to enter any soils on or off the Property.

c. Prior to any excavation on the Property, the Owner will determine and mark the location of and will protect all existing utilities. Utility lines are to be located before earth moving or drilling equipment operations are allowed to start near underground utilities. All backfill will be adequately compacted to prevent future settlement, especially under pavement and other structures.

ARTICLE IV

MAINTENANCE BY OWNERS

The Owner shall have the duty and responsibility, at its sole cost and expense, to keep its Site and Improvements thereon in a well-maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to, the following: prompt removal of all litter, trash, refuse, and wastes; lawn mowing; tree and shrub care; watering; other Landscaping maintenance; keeping exterior lights, lighting, and mechanical facilities in working order; keeping lawn and garden areas, driveways, and private roads in good repair; keeping all signs in good repair; complying with all government, health, and police requirements; repairing exterior damage to Improvements; striping of parking areas; and repainting of Improvements. Grantor shall have the right and an easement on the Property to perform any maintenance, repair, or replacement of Landscaping, signs, screening or decorative walls, surface parking areas, ponds, fountains, pools, exterior lighting, sculptures, utilities and drainage systems on the Property or

the adjacent Unpaved Right-of-Way upon the failure of the Owner to do so with such failure continuing for ten days after written notice thereof is given by Grantor to such Owner.

ARTICLE V

GENERAL PROVISIONS

SECTION 5.01. **BINDING EFFECT AND DURATION.** The covenants, conditions and restrictions of this Declaration shall run with and bind the Property, shall be binding on all Owners, and shall inure to the benefit of and be enforceable by Grantor and its successors and assigns, and shall be and remain in effect for a period of 50 years from and after the date of the recording of this Declaration. Grantor may elect, in Grantor's sole discretion, to waive or release any available right, power, or remedy available to Grantor with respect to this Declaration without waiving or releasing any other right, power, or remedy available to Grantor with respect to this Declaration or otherwise affecting any covenants, conditions, or restrictions upon the Property under this Declaration.

SECTION 5.02. **OCCUPANTS.** The covenants, conditions, and restrictions of this Declaration shall be binding upon and enforceable against not only the Owner, but also all lessees, tenants or other occupants of a Site. Both the Owner of a Site and all lessees, tenants and other occupants of a Site shall comply with all provisions and are both, jointly and severally, liable for breaches of or defaults under the provisions of this Declaration.

SECTION 5.03. **INTERPRETATION.** In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Grantor, will best effect the intent of Grantor's general plan of development as reflected in this Declaration. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. Grantor shall have the right, power, and authority to determine all questions arising under or in connection with this Declaration and to construe and interpret its provisions, and any determination, construction, or interpretation made by Grantor, in the absence of an adjudication by a court of competent jurisdiction that such action was an abuse of discretion, shall be binding on the Owners. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of this Declaration shall be the date of the filing for record of the Deed to which this Declaration is attached in the Real Property Records of Denton County, Texas. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer. The singular wherever used herein shall be construed to mean the plural when applicable and vice versa, and the use herein of any gender shall mean any other gender when applicable. The exhibits referred to herein and attached hereto are made a part hereof by reference. This Declaration shall be construed under and in accordance with the laws of the State of Texas.

SECTION 5.04. **AMENDMENTS.** This Declaration, or any provisions hereof, may be amended only by written document signed by the Owners owning, in the aggregate, at least a majority of the gross acreage contained in the Property and by Grantor, or its successors or

assigns, and filed in the Real Property Records of Denton County, Texas, without the necessity of the joinder of any other Person.

SECTION 5.05. **ENFORCEMENT.** Grantor shall have the right, but not the obligation, to enforce the covenants, conditions, and restrictions set out in this Declaration. Enforcement may be made by any proceedings at law or in equity against any Person violating or attempting to violate any part of this Declaration, as such may be amended, either to restrain or enjoin violations or to recover damages. Damages shall not be deemed adequate compensation for any breach or violation of any provision of this Declaration, and Grantor shall be entitled to relief by way of injunction, as well as any other remedy either at law or in equity. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs from the non-prevailing party. The rights, powers, and remedies provided in this Declaration shall be cumulative and not restrictive of other remedies at law or in equity, and the exercise by a Person of any particular right, power, or remedy shall not be deemed an election of remedies or to preclude such Person's resort to other rights, powers, or remedies available to it.

SECTION 5.06. **NO WAIVER OR OBLIGATION TO ENFORCE.** No delay or failure on the part of Grantor to invoke any available right, power, or remedy with regard to a breach of this Declaration shall be held to be a waiver by that party (or estop that party from asserting) any right, power, or remedy available to it upon the recurrence or continuance of said breach or the occurrence of a different breach. Neither Grantor, nor its officers or directors, shall be under any obligation to take any action to enforce the terms of this Declaration.

SECTION 5.07. **VALIDITY AND SEVERABILITY.** Violation of or failure to comply with this Declaration shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may then be existing on any property. Invalidation of any one or more of the provisions of this Declaration, or any portions thereof, by a judgment or court order, shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any portion of this Declaration conflicts with mandatory provisions of any ordinance or regulation promulgated by any appropriate governmental authority, then such governmental requirement shall control.

SECTION 5.08. **NOTICES.** Any notice required to be given to Grantor or the Owner under the provisions of this Declaration shall be deemed to have been properly delivered when actually delivered by hand-delivery or when deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed, (a) for notice to the Owner, to the address of the Owner as shown on the records of Grantor at the time of such mailing, and (b) for notice to Grantor, to:

Grantor: H4 Little Elm, L.P.
 c/o Hillwood Development Company, LLC
 3090 Olive Street, Suite 300
 Dallas, Texas 75219
 Attn: Elaine Ford

with copy to: Hillwood Development Company, LLC
3090 Olive Street, Suite 300
Dallas, Texas 75219
Attn: Michele Ringnald

Grantor may change its address hereunder either by written notice to Owner or by a document recorded for such purpose in the Real Property Records of Denton County, Texas.

SECTION 5.09. **MORTGAGEES.** The holder of a mortgage shall be furnished with written notification from Grantor of any default by the respective mortgagor/Owner in the performance of such mortgagor's/Owner's obligations as established by this Declaration, provided that Grantor has theretofore been furnished, in writing, with the correct name and address of such mortgage holder and a request to receive such notification, and cure by said mortgage holder within the times herein provided for performance by Owner of such default shall be accepted. No default by an Owner under any provision of this Declaration shall affect any existing lien or mortgage on that Owner's Site.

SECTION 5.10. **APPROVALS.** No approval by Grantor pursuant to the provisions hereof shall be effective unless in writing, except as otherwise expressly provided herein.

SECTION 5.11. **ASSIGNMENT BY GRANTOR.** Grantor may freely assign its rights hereunder to any owner of a portion of the Property or to any property owners association affecting any property adjacent to or in the vicinity of the Property; provided, however, no party shall succeed to the rights of Grantor under this Declaration unless Grantor expressly and specifically assigns its rights as Grantor under this Declaration in an assignment executed expressly and specifically for such purpose and such assignment is recorded in the Real Property Records of Denton County, Texas. Upon any such assignment, the assignor of the rights of Grantor shall have no further rights under this Declaration. In addition, at any time Grantor may voluntarily terminate its rights in whole or in part under this Declaration by filing notice of such voluntary termination in the Real Property Records of Denton County, Texas.

September 1, 2016

Jason Laumer
Director of Development Services
Town of Little Elm
100 W. Eldorado
Little Elm, TX 75068

RE: Town of Little Elm Fire Station 3

Thank you for submitting the 50% CD Drawings for the Town of Little Elm Fire Station 3 to be built in Union Park. These plans were received on August 31, 2016 and have been reviewed and approved as submitted.

Section 3.03 of Exhibit D to the Deed dedicating the land for the Fire Station requires the structure to be comprised of 100% masonry. A variance to this requirement is granted to allow the materials presented in this submittal.



**TOWN OF LITTLE ELM
LITTLE ELM FIRE STATION 3**

1801 NAVO ROAD
LITTLE ELM, TEXAS 76227

BRW PROJECT NO.: 216013.00
AUGUST 2, 2016



Any material modifications to the exterior of the structure must be resubmitted for review and approval.

H4 LITTLE ELM, LP,
a Texas limited partnership

By: BOH Investments GP, LLC,
a Delaware limited liability company,
its general partner

By: Elaine Ford
Name: Elaine Ford
Title: Senior VP

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING

DATE: September 20, 2016

PROJECT: Surplus Right of Way (ROW) Agreement for assistance in declaring TxDOT ROW along Eldorado Parkway and Oak Grove Parkway area of F.M. 720 as surplus and help in acquiring surplus ROW between the Town of Little Elm and the developer, Greenway-Little Elm, L.P.

DESCRIPTION: This agreement sets the terms of that cooperation. Surplus Property means certain undetermined portions of the right-of-way located adjacent to the Greenway Owned Property, which is depicted in *Exhibit A* of this Agreement. Developer is required to:

1. \$21,500 for the preparation of survey work and the assistance of Freese and Nichols, an engineering firm, in the preparation and submission of all required applications and other submissions to TxDOT for the determination and acquisition of Surplus Property;
2. \$7,000 for a real estate appraisal of the Surplus Property to be used to value the Surplus Property to be acquired from TxDOT;
3. \$1,500 to cover the Town's attorney's fees, administrative costs and other miscellaneous costs and expenses incurred by the Town and its consultants in carrying out the Town's obligations under this Agreement.

COST: \$30,000 (plus potential prepayment of property costs required by TxDOT before acquiring)

FUNDING:	<p>Engineering 112-6214-10-00 (transfer into) \$28,500 Developer Funded \$1,500 General Fund (legal)</p>
SCHEDULE:	<p>Town will work to survey property, determine value, and acquire from TxDOT. Process typically takes approximately 6-12 months.</p>
RECOMMENDED ACTION:	<p>Staff recommends Town Council approve Surplus Right of Way Agreement between developer, Greenway Little Elm, L.P., and the Town of Little Elm and authorize Town Mayor to execute for the same.</p>
TOWN CONTACT:	<p>Jason W. Laumer, P.E. Director of Development Services JLaumer@littleelm.org (214) 975-0473</p>
ATTACHMENTS:	<p>1. Surplus Agreement for TxDOT ROW</p>

**TOWN OF LITTLE ELM, TEXAS
AND
GREENWAY-LITTLE ELM, L.P.**

TxDOT SURPLUS RIGHT-OF-WAY AGREEMENT

This **SURPLUS RIGHT-OF-WAY AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into by and between the **TOWN OF LITTLE ELM, TEXAS** (hereinafter referred to as the “Town”), a Texas home-rule municipality, and **GREENWAY-LITTLE ELM, L.P.**, a Texas limited partnership (hereinafter referred to as the “Developer”).

WHEREAS, Developer has requested the Town’s assistance in obtaining any property declared surplus by the Texas Department of Transportation (“TxDOT”) following completion of certain improvements by TxDOT along Eldorado Parkway near Garza Lane; and

WHEREAS, the Town, pursuant to the terms and conditions set forth in this Agreement, desires to assist and facilitate the determination of whether surplus property is available for purchase from the State of Texas, by and through TxDOT, and, if surplus property is available, to purchase such property if requested by Developer, at Developer’s cost, such that title may be subsequently transferred to Developer.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Developer (hereinafter referred to collectively as the “Parties”) agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

SECTION 2. TERM.

This Agreement shall become effective upon the Effective Date and shall remain in effect until all obligations set forth in the Agreement are satisfied.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Agreement.** The word “Agreement” means this Surplus Right-of-Way Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any, and any amendments to this Agreement and/or exhibits and schedules.

- (b) **Developer.** The word “Developer” means Greenway-Little Elm, L.P., a Texas limited partnership, its successors and assigns. For the purposes of this Agreement, Developer’s address is 2808 Fairmount Street, Suite 100, Dallas, Texas 75201.
- (c) **Effective Date.** The words “Effective Date” mean the date of the later to execute this Agreement by and between the Town and Developer.
- (d) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (e) **Surplus Property.** The words “Surplus Property” mean certain undetermined portions of the right-of-way located along Eldorado Parkway near Garza Lane, as additionally described in the Work Order attached hereto as ***Exhibit A*** and incorporated herein for all purposes, and which Surplus Property is anticipated to be determined to be property not needed by TxDOT for right-of-way purposes.
- (f) **Town.** The word “Town” means the Town of Little Elm, Denton County, Texas, a Texas home-rule municipality. For the purposes of this Agreement, Town’s address is 100 W. Eldorado Parkway, Little Elm, Texas 75068.
- (g) **TxDOT.** The word “TxDOT” means the State of Texas, acting by and through the Texas Department of Transportation, and any related State agencies or departments that might be needed to facilitate the goals of this Agreement.

SECTION 4. OBLIGATIONS OF THE PARTIES.

The Developer and the Town covenant and agree with each other that, while this Agreement is in effect, the Parties shall comply with the following terms and conditions:

- (a) **Prepayment of Town’s Surplus Property Determination Costs.** Developer acknowledges that the Town will need to expend time, effort and funds to determine whether TxDOT will declare any property as Surplus Property. Developer agrees and covenants that it will pay to the Town the following costs as prepayment of the anticipated costs that will be incurred by the Town in the Town’s efforts to determine whether any property will be declared by TxDOT to be Surplus Property:
 1. **\$21,500** for the preparation of survey work and the assistance of Freese and Nichols, an engineering firm, in the preparation and submission of all required applications and other submissions to TxDOT for the determination and acquisition of Surplus Property, as more particularly set forth in ***Exhibit A***;
 2. **\$7,000** for a real estate appraisal of the Surplus Property to be used to value the Surplus Property to be acquired from TxDOT; and

3. **\$1,500** to cover the Town's attorney's fees, administrative costs and other miscellaneous costs and expenses incurred by the Town and its consultants in carrying out the Town's obligations under this Agreement.
- (b) **Additional Expenses.** Developer and the Town acknowledge that the expenses listed in Section 4(a) are estimates only and that actual expenses may be more or may be less than the estimated amounts. Should any expense item cost more than the estimated amount, the Town agrees to promptly inform Developer of such additional amount and Developer, upon such notification, shall promptly inform the Town whether Developer wishes to proceed with the expense item or whether Developer wishes to terminate this Agreement and abandon any Surplus Property acquisition efforts. If Developer agrees to proceed with the expense item, Developer agrees that it will pay to the Town the additional expense amount within ten (10) business days of the Town's request for payment or prepayment, whichever the case may be. Developer agrees that it is responsible (subject to the notice and acceptance requirements of this Agreement) for all fees, expenses and costs incurred by the Town related to the Town's efforts to determine whether TxDOT will declare any property as Surplus Property. Should any prepayment or other payment to the Town by Developer be determined by the Town, in the Town's exclusive and sole determination, to be in excess of the actual cost, the Town agrees to reimburse Developer for such excess funds.
- (c) **No Guarantees or Refunds.** Developer acknowledges that the Town's effort to obtain Surplus Property from TxDOT may be unsuccessful and that the Town makes no representations, promises, guarantees or warranties that TxDOT will declare any portion of its property as Surplus Property (as envisioned by this Agreement), and Developer undertakes this risk with full consent and knowledge that it may expend funds and TxDOT may not declare the property to be Surplus Property. Developer covenants and agrees that it shall not be entitled to a refund or repayment of any funds paid to the Town should TxDOT not declare any property as Surplus Property (as envisioned by this Agreement) and acknowledges that it is undertaking this risk as part of an informed and calculated business decision of Developer.
- (d) **Purchase of Surplus Property from TxDOT.** In the event that the Town is able to obtain a designation of certain property from TxDOT as Surplus Property (which event is not guaranteed or assured), and TxDOT agrees to sell the Surplus Property to the Town at a negotiated price, the Town agrees that it will purchase all or any portion of the Surplus Property desired by Developer, on behalf of Developer, at a price agreeable to both TxDOT and Developer. Developer agrees that it will notify the Town, in writing, prior to the Town's commitment to TxDOT to purchase all or any portion of the Surplus Property desired by Developer, that (1) Developer is in agreement with the total acquisition costs of the Surplus Property to be acquired and (2) Developer agrees it will pay to the Town the total acquisition costs (including all closing and title costs) of the Surplus Property before the Town acquires the Surplus Property.

- (e) **Transfer of Surplus Property from the Town.** Upon the vesting of title in the Surplus Property in the Town, the Town agrees to transfer title to the Surplus Property to Developer, in a manner to be mutually agreed upon by the parties, in a commercially-expedient manner. Developer agrees to pay all costs and expenses needed to transfer title to the Surplus Property from the Town to Developer.

SECTION 5. EVENTS OF DEFAULT.

Failure of the Developer or the Town to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement shall be an Event of Default.

SECTION 6. EFFECT OF AN EVENT OF DEFAULT.

Failure of either party to comply with or perform any term, obligation or condition of this Agreement shall constitute an Event of Default. The non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to begin to cure said default. Should said default remain uncured, the non-defaulting party shall have the right to terminate this Agreement or enforce specific performance as appropriate.

SECTION 7. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Denton County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party, which shall not be unreasonably withheld.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto and further, this Agreement shall be deemed a covenant that runs with the land. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. The Developer warrants and represents that the individual executing this Agreement on the Developer's behalf has full authority to execute this Agreement and bind the Developer to the same.

- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Effective Date.** The effective date (the “Effective Date”) of this Agreement shall be the date of the later to execute this Agreement by the Developer and the Town.
- (h) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- (i) **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown above. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party’s address. For notice purposes, each party agrees to keep the other informed at all times of its current address.
- (j) **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.
- (k) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

TOWN:
TOWN OF LITTLE ELM, TEXAS,
A Texas Home-Rule Municipality

By: _____
David Hillock
Mayor
Date: _____

ATTEST:

Kathy Phillips, Town Secretary

APPROVED AS TO FORM:

Robert F. Brown, Town Attorney

DEVELOPER:
GREENWAY-LITTLE ELM, L.P.,
A Texas limited partnership

By: Little E, LLC,
A Texas limited liability company,
Its General Partner

By: _____
Gerald H. Stool, President

Exhibit A
Work Order

EXHIBIT A - WORK ORDER

MASTER AGREEMENT FOR PROFESSIONAL SERVICES ("MAPS") No.: 100120 Work Order No. 82013

Pursuant to and subject to the above-referenced MAPS, dated 01-19-2010 between the Town of Little Elm, Texas ("Owner"), and Freese and Nichols, Inc., ("Consultant"), Owner hereby requests that Consultant perform, and Consultant agrees to perform, the work described below upon the terms set forth in said MAPS and in this Work Order:

OWNER PROVIDED INFORMATION:

Work Site: Eldorado Pkwy Surplus ROW

Work to Be Performed: TxDOT Surplus ROW Coordination and Boundary Survey, and Denton County coordination for old Garza Lane parcels that have since been abandoned since roadway was realigned.

Date and Time to Complete: See tentative dates in attached "TxDOT Surplus Property Process" Document.

CONSULTANT PROVIDED INFORMATION:

Compensation: Consultant will provide Professional Services as outlined in the scope of work for a Not to Exceed fee of \$35,000.00, as broken out below:

1. FNI Labor Effort: \$14,470.00
2. Brittain & Crawford Plat/Deed Research (TxDOT Parcel): \$2,360.00
3. Brittain & Crawford Boundary Survey (TxDOT Parcel): \$8,050.00
4. Brittain & Crawford Boundary Survey (Denton County Parcels, 6 Max): \$10,120.00

Scope of Work:

1. Provide the initial written request and supporting documentation as described in the 1st step of the attached "TxDOT Surplus Property Process". The surplus ROW request will be prepared in coordination with the Eldorado Parkway expansion near Garza Lane. The application will encompass the highlighted parcel on the attached exhibit provided by the Town.
2. Upon TxDOT Approval of the initial written request as mentioned in Step No. 1 of this scope of work, FNI will coordinate and provide necessary documentation for each of the following key steps as detailed in the Surplus Property Process:
 - a. Survey
 - b. Attorney's Certificate Regarding Adjoining Property
 - c. Appraisal of Proposed Surplus Property
 - d. Acceptance Letter by Proposed Buyer
 - e. Submission to Texas Transportation Commission
 - f. Closing of the Sale
 - g. Recordation of the Instruments
3. Provide deed research, survey and coordination for the acquisition of the old Garza lane parcels from Denton county depicted on the attached exhibit provided by the Town (Maximum 6 Parcels).
4. Provide miscellaneous coordination throughout the multiple step review process, along with necessary revisions as required.

EXHIBIT A - WORK ORDER

ACCEPTANCE:

This Work Order is accepted on the terms set forth herein and in the MAPS referenced above, as indicated by the signatures below.

Consultant

Freese and Nichols, Inc.

By:  _____

Printed Name: Jeff Payne

Title: Principal

Date: 8/29/16

Owner

Town of Little Elm

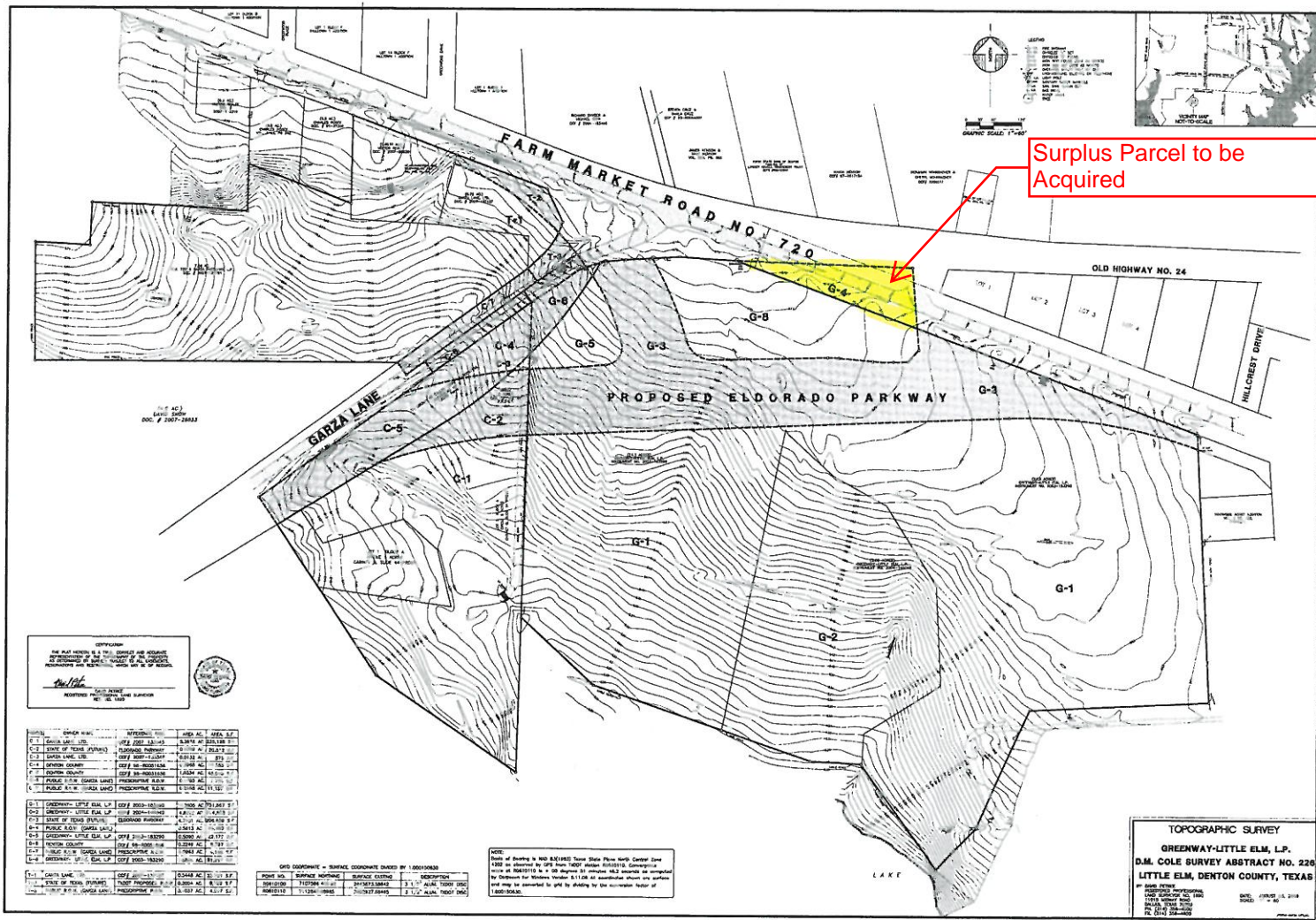
By: _____

Printed Name: Matt Mueller

Title: Town Manager

Date: _____

little Elm Surplus.





SYNOPSIS OF POLICY

For Adjoining Landowners or Underlying Fee Owners of Highway Right-of-Way

DALLAS DISTRICT

4777 U.S. Highway 80 East, Mesquite, TX 75150-6642

DISPOSITION OF REAL PROPERTY PROCESS

WRITTEN REQUEST WITH PACKAGE TO INITIATE PROCESS - 1st Step of Process

- request must be submitted in writing to the District Right Of Way Section identifies prospective purchaser, address, telephone, the authorized contact for request
- general location map (black & white) - show exact quadrant in the city or county where property is located. Include a North arrow and major intersections.
- aerial photo/plat - outline in different colors 1) adjoining property owned and 2) property or access requested
- furnish deed(s) and easement(s) of both State's property and the adjoining property,
- whole right-of-way map sheet, map title page whereby State of Texas acquired property (Copies of the maps are available in the TxDOT Library – please call for appointment 214 -320-6289)

**Process will only begin when a complete package is received and will be acknowledged by letter or e-mail.
*State of Texas does not have a list of properties to be disposed.***

RESPONSE FORMS TO DETERMINE WHETHER OR NOT PROPERTY AVAILABLE (By TxDOT Agent)

- request circulated internally to assess retention needs (4 weeks min.*)
- if existing, utilities remain in easements; State pays no relocation costs
- applicant advised by letter and, if property available, requested to respond by letter to proceed
- if applicant is not the adjoining landowner, property must be offered by sealed bid sale

LETTERS TO THE STATE PERIODICALLY TO PROCEED WITH PROCESS (TxDOT will request when needed.)

- applicant provides upon request in order to continue the disposition process as required by auditors

THE ITEMS LISTED BELOW ARE NOT TO BE STARTED UNTIL REQUESTED BY TxDOT.

SURVEY

- prepared by an RPLS, must be in the State's format
- field notes and sketch (2 originals signed/sealed/dated), calculation sheet & copies of all deeds/easements
- reviewed by TxDOT, plus any requested revisions, until approved

ATTORNEY'S CERTIFICATE REGARDING ADJOINING OR UNDERLYING PROPERTY OWNERS

- states all adjoining or underlying property owners, exact name(s) in which title is vested
- furnished by applicant on State's form and upon TxDOT's request

LETTERS OF CONSENT FROM OTHER ADJOINING LANDOWNERS

- any other adjoining owners must either waive their right to buy or also buy their share

RESOLUTION (not required for requests to acquire right of access)

- State requests municipal concurrence; other governmental agencies have first option
- city council or county commissioner's court issues resolution to release (1-2 months)

___ ADDITIONAL REQUIREMENTS FOR EXCHANGES

- surveys/appraisal - property/easement for exchange to State; survey of drainage to maintain
- donation agreement - if value of property to the State exceeds \$500 more than the State's property
- resolution - how legally registered, authorized signatures; current certificate - Secretary of State
- deed to the State of the new parcel prepared by TxDOT and signed by Grantor for submission
- title commitment/policy on parcel State acquiring – delete arbitration; applicant furnishes
- future exchange agreement - at applicant's option, District agrees to recommend exchange

___ NEW DRAINAGE EASEMENT(S) IN EXCHANGE FOR RELEASING EXISTING DRAINAGE EASEMENT(S)

- resolution by local water authority concurring with the State's release/acquisition
- maintenance agreement between State and city or county regarding new drainage channel
- letter of subordination from any lender of the underlying fee owner to the new easement

___ NEW DRAINAGE FACILITIES OR FRONTAGE ROADS FOR EXCHANGE

- plans must be pre-approved by State; construction complete/approved before exchange
- itemized list/proof of cost of improvements; city/county contracts with applicant and TxDOT

___ **TxDOT REVIEW**

- District Engineer's statement why property is being considered to be disposed and history of the property
- TxDOT processing and survey review, any survey revisions requested (2 weeks min.)
- TxDOT requests Federal Highway Administration approval (2-3 weeks)
- release for appraisal obtained; applicant selects appraiser from District list and prepays TxDOT

___ **APPRAISALS**

- by TxDOT Pre-Certified fee appraiser in State's format
- State must get fair market value; includes costs of drainage structure/service road for exchange
- exchanges - applicant's property must be equal or higher value; if less, plus cashier's check
- reviewed by TxDOT (4-6 weeks min.), approved or revisions requested

___ **ACCEPTANCE LETTER BY THE PROPOSED BUYER**

- authorized buyer sends letter agreeing to appraised value (**NOT NEGOTIABLE**) plus the service fee (2% of appraised value with \$300.00 minimum and \$1,600.00 maximum)
- service fee is \$300.00 for: easements, properties with no record title or reversionary titles
- service fee is waived for disposition property exchanged for that needed for highway projects/sites

___ **SUBMISSION TO TEXAS TRANSPORTATION COMMISSION**

- TxDOT prepares deed without warranty (or release of easement) for the Grantee -
 - in the same name as title is vested in the adjoining property, or
 - as "the owner of the fee in the land" for easement interest only
- Commission issues minute order declaring the property no longer needed for a state highway purpose and authorizing the State of Texas; Texas Transportation Commission meets one day a month
- Commission can deny request for transportation reasons (2-3 months)

___ LEGAL REVIEW OF THE SUBMISSION

- Governor's legal council reviews request package, including minute order and legal instruments
- Attorney General reviews request; if approves, forwards to the Governor

___ GOVERNOR EXECUTES DEED WITHOUT WARRANTY (OR RELEASE OF EASEMENT)

- if approves sale or exchange, Governor of Texas signs deed without warranty or release of easement
- Secretary of State attests Governor's signature
- Attorney General, Executive Director of Texas Department of Transportation sign

CLOSING OF THE SALE OR EXCHANGE

- upon receipt of the fully executed instrument(s), TxDOT instructs Grantee to remit payment to Austin
- remittance must be cashier's check on a State or national bank or a money order payable to the "Texas Department of Transportation" or wire transfer in sum of the appraised value plus the service fee
- TxDOT deposits remittance
- Austin forwards instrument(s) to District for Grantee to have recorded with appropriate County Clerk
- Grantor provides updated title commitment for exchange parcel and finally the title policy
- TxDOT delivers to Grantor signed donation agreement, if any required for exchange

RECORDATION OF THE INSTRUMENTS

- Grantee provides TxDOT with a copy of the ALL recorded instrument(s)

FILE CLOSED

- exchanges - recorded deed to the State and owner's title policy forwarded to ROW Division HQ for permanent file
- area office advised to remove disposed property from system, ceases to maintain
- right-of-way maps changed to reflect transaction

TO SUBMIT A COMPLETE PACKAGE, PLEASE SEND VIA U.S. MAIL TO:

TEXAS DEPARTMENT OF TRANSPORTATION

Attn: Right Of Way Section

4777 U.S. Highway 80 East

Mesquite, Texas 75150-6642

PLEASE DO NOT SEND ANY DOCUMENTATION OR MAP BIGGER THAN 11" x 17".

FOR ADDITIONAL QUESTIONS, PLEASE CONTACT: Cindy Graves

214-320-6677

Cindy.Graves@txdot.gov

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING

DATE: September 20, 2016

PROJECT: **Surplus Right of Way (ROW) Agreement for assistance in declaring Denton County ROW along Eldorado Parkway and Oak Grove Parkway area of F.M. 720 as surplus and help in acquiring surplus ROW between the Town of Little Elm and the developer, Garza Lane, Ltd.**

DESCRIPTION: This agreement sets the terms of that cooperation. Surplus Property means certain undetermined portions of the right-of-way located adjacent to the Greenway Owned Property, which is depicted in *Exhibit A* of this Agreement. Town would release any claim to previously road or prescriptive right of way no longer used for roadway. Developer is required to:

1. \$13,500 for the preparation of survey work and the assistance of Freese and Nichols, an engineering firm, in the preparation and submission of all required applications and other submissions to Denton County for the determination and acquisition of Surplus Property;
2. \$7,000 for a real estate appraisal of the Surplus Property to be used to value the Surplus Property to be acquired from Denton County;
3. \$1,500 to cover the Town's attorney's fees, administrative costs and other miscellaneous costs and expenses incurred by the Town and its consultants in carrying out the Town's obligations under this Agreement.

COST: \$22,000 (plus potential prepayment of property costs required by Denton County before acquiring)

FUNDING:	<p>Engineering 112-6214-10-00 (transfer into) \$20,500 Developer Funded \$1,500 General Fund (legal)</p>
SCHEDULE:	<p>Town will work to survey property, determine value, and acquire from Denton County. Process typically takes approximately 6-12 months.</p>
RECOMMENDED ACTION:	<p>Staff recommends Town Council approve Surplus Right of Way Agreement between developer, Garza Lane, Ltd., and the Town of Little Elm and authorize Town Mayor to execute for the same.</p>
TOWN CONTACT:	<p>Jason W. Laumer, P.E. Director of Development Services JLaumer@littleelm.org (214) 975-0473</p>
ATTACHMENTS:	<p>1. Surplus Agreement for Denton County ROW</p>

**TOWN OF LITTLE ELM, TEXAS
AND
GARZA LANE, LTD.**

DENTON COUNTY SURPLUS RIGHT-OF-WAY AGREEMENT

This **SURPLUS RIGHT-OF-WAY AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into by and between the **TOWN OF LITTLE ELM, TEXAS** (hereinafter referred to as the “Town”), a Texas home-rule municipality, and **GARZA LANE, LTD.**, a Texas limited partnership (hereinafter referred to as the “Developer”).

WHEREAS, Developer has requested the Town’s assistance in obtaining any property declared surplus by Denton County (the “County”) as a result of the completion of certain roadway improvements along Eldorado Parkway near Garza Lane; and

WHEREAS, the Town, pursuant to the terms and conditions set forth in this Agreement, desires to assist and facilitate the determination of whether surplus property is available for purchase from the County and, if surplus property is available, to purchase such property if requested by Developer, at Developer’s cost, such that title may be subsequently transferred to Developer.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Developer (hereinafter referred to collectively as the “Parties”) agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

SECTION 2. TERM.

This Agreement shall become effective upon the Effective Date and shall remain in effect until all obligations set forth in the Agreement are satisfied.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Agreement.** The word “Agreement” means this Surplus Right-of-Way Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any, and any amendments to this Agreement and/or exhibits and schedules.
- (b) **County.** The word “County” means Denton County, Texas.

- (c) **Developer.** The word “Developer” means Garza Lane, Ltd., a Texas limited partnership, its successors and assigns. For the purposes of this Agreement, Developer’s address is 2808 Fairmount Street, Suite 100, Dallas, Texas 75201.
- (d) **Effective Date.** The words “Effective Date” mean the date of the later to execute this Agreement by and between the Town and Developer.
- (e) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (f) **Surplus Property.** The words “Surplus Property” mean certain undetermined portions of the right-of-way located along Eldorado Parkway near Garza Lane, as additionally described in the Work Order attached hereto as ***Exhibit A*** and incorporated herein for all purposes, and which Surplus Property is anticipated to be determined to be property not needed by the County for right-of-way purposes.
- (g) **Town.** The word “Town” means the Town of Little Elm, Denton County, Texas, a Texas home-rule municipality. For the purposes of this Agreement, Town’s address is 100 W. Eldorado Parkway, Little Elm, Texas 75068.

SECTION 4. OBLIGATIONS OF THE PARTIES.

The Developer and the Town covenant and agree with each other that, while this Agreement is in effect, the Parties shall comply with the following terms and conditions:

- (a) **Prepayment of Town’s Surplus Property Determination Costs.** Developer acknowledges that the Town will need to expend time, effort and funds to determine whether the County will declare any property as Surplus Property. Developer agrees and covenants that it will pay to the Town the following costs as prepayment of the anticipated costs that will be incurred by the Town in the Town’s efforts to determine whether any property will be declared by the County to be Surplus Property:
 1. **\$13,500** for the preparation of survey work and the assistance of Freese and Nichols, an engineering firm, in the preparation and submission of all required applications and other submissions to the County for the determination and acquisition of Surplus Property, as more particularly set forth in ***Exhibit A***;
 2. **\$7,000** for a real estate appraisal of the Surplus Property to be used to value the Surplus Property to be acquired from the County; and
 3. **\$1,500** to cover the Town’s attorney’s fees, administrative costs and other miscellaneous costs and expenses incurred by the Town and its consultants in carrying out the Town’s obligations under this Agreement.

- (b) **Additional Expenses.** Developer and the Town acknowledge that the expenses listed in Section 4(a) are estimates only and that actual expenses may be more or may be less than the estimated amounts. Should any expense item cost more than the estimated amount, the Town agrees to promptly inform Developer of such additional amount and Developer, upon such notification, shall promptly inform the Town whether Developer wishes to proceed with the expense item or whether Developer wishes to terminate this Agreement and abandon any Surplus Property acquisition efforts. If Developer agrees to proceed with the expense item, Developer agrees that it will pay to the Town the additional expense amount within ten (10) business days of the Town's request for payment or prepayment, whichever the case may be. Developer agrees that it is responsible (subject to the notice and acceptance requirements of this Agreement) for all fees, expenses and costs incurred by the Town related to the Town's efforts to determine whether Denton County will declare any property as Surplus Property. Should any prepayment or other payment to the Town by Developer be determined by the Town, in the Town's exclusive and sole determination, to be in excess of the actual cost, the Town agrees to reimburse Developer for such excess funds.
- (c) **No Guarantees or Refunds.** Developer acknowledges that the Town's effort to obtain Surplus Property from Denton County may be unsuccessful and that the Town makes no representations, promises, guarantees or warranties that Denton County will declare any portion of its property as Surplus Property (as envisioned by this Agreement), and Developer undertakes this risk with full consent and knowledge that it may expend funds and the County may not declare the property to be Surplus Property. Developer covenants and agrees that it shall not be entitled to a refund or repayment of any funds paid to the Town should Denton County not declare any property as Surplus Property (as envisioned by this Agreement) and acknowledges that it is undertaking this risk as part of an informed and calculated business decision of Developer.
- (d) **Purchase of Surplus Property from Denton County.** In the event that the Town is able to obtain a designation of certain property from Denton County as Surplus Property (which event is not guaranteed or assured), and Denton County agrees to sell the Surplus Property to the Town at a negotiated price, the Town agrees that it will purchase all or any portion of the Surplus Property desired by Developer, on behalf of Developer, at a price agreeable to both Denton County and Developer. Developer agrees that it will notify the Town, in writing, prior to the Town's commitment to Denton County to purchase all or any portion of the Surplus Property desired by Developer, that (1) Developer is in agreement with the total acquisition costs of the Surplus Property to be acquired and (2) Developer agrees it will pay to the Town the total acquisition costs (including all closing and title costs) of the Surplus Property before the Town acquires the Surplus Property.
- (e) **Transfer of Surplus Property from the Town.** Upon the vesting of title in the Surplus Property in the Town, the Town agrees to transfer title to the Surplus Property to Developer, in a manner to be mutually agreed upon by the parties, in a commercially-

expedient manner. Developer agrees to pay all costs and expenses needed to transfer title to the Surplus Property from the Town to Developer.

- (f) **Release by the Town of Any Claim on Prescriptive Right of Way.** Upon completion of the vesting of title in the Surplus Property in the Town and the Town's transfer of title to the Surplus Property to Developer, the Town shall also pass a resolution abandoning any claim to the prescriptive right of way no longer used for roadway purposes.

SECTION 5. EVENTS OF DEFAULT.

Failure of the Developer or the Town to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement shall be an Event of Default.

SECTION 6. EFFECT OF AN EVENT OF DEFAULT.

Failure of either party to comply with or perform any term, obligation or condition of this Agreement shall constitute an Event of Default. The non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to begin to cure said default. Should said default remain uncured, the non-defaulting party shall have the right to terminate this Agreement or enforce specific performance as appropriate.

SECTION 7. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Denton County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party, which shall not be unreasonably withheld.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto and further, this Agreement shall be deemed a covenant that runs with the land. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. The Developer warrants and represents that the individual executing this Agreement on the Developer's behalf has full authority

to execute this Agreement and bind the Developer to the same.

- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Effective Date.** The effective date (the “Effective Date”) of this Agreement shall be the date of the later to execute this Agreement by the Developer and the Town.
- (h) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- (i) **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown above. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party’s address. For notice purposes, each party agrees to keep the other informed at all times of its current address.
- (j) **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.
- (k) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

TOWN:
TOWN OF LITTLE ELM, TEXAS,
A Texas Home-Rule Municipality

By: _____
David Hillock
Mayor
Date: _____

ATTEST:

Kathy Phillips, Town Secretary

APPROVED AS TO FORM:

Robert F. Brown, Town Attorney

DEVELOPER:
GARZA LAND, LTD.,
A Texas limited partnership

By: Garza Lane GP, LLC,
A Texas limited liability company,
Its General Partner

By: _____
Gerald H. Stool, Manager

Exhibit A
Work Order

EXHIBIT A - WORK ORDER

MASTER AGREEMENT FOR PROFESSIONAL SERVICES ("MAPS") No.: 100120 Work Order No. 82013

Pursuant to and subject to the above-referenced MAPS, dated 01-19-2010 between the Town of Little Elm, Texas ("Owner"), and Freese and Nichols, Inc., ("Consultant"), Owner hereby requests that Consultant perform, and Consultant agrees to perform, the work described below upon the terms set forth in said MAPS and in this Work Order:

OWNER PROVIDED INFORMATION:

Work Site: Eldorado Pkwy Surplus ROW

Work to Be Performed: TxDOT Surplus ROW Coordination and Boundary Survey, and Denton County coordination for old Garza Lane parcels that have since been abandoned since roadway was realigned.

Date and Time to Complete: See tentative dates in attached "TxDOT Surplus Property Process" Document.

CONSULTANT PROVIDED INFORMATION:

Compensation: Consultant will provide Professional Services as outlined in the scope of work for a Not to Exceed fee of \$35,000.00, as broken out below:

1. FNI Labor Effort: \$14,470.00
2. Brittain & Crawford Plat/Deed Research (TxDOT Parcel): \$2,360.00
3. Brittain & Crawford Boundary Survey (TxDOT Parcel): \$8,050.00
4. Brittain & Crawford Boundary Survey (Denton County Parcels, 6 Max): \$10,120.00

Scope of Work:

1. Provide the initial written request and supporting documentation as described in the 1st step of the attached "TxDOT Surplus Property Process". The surplus ROW request will be prepared in coordination with the Eldorado Parkway expansion near Garza Lane. The application will encompass the highlighted parcel on the attached exhibit provided by the Town.
2. Upon TxDOT Approval of the initial written request as mentioned in Step No. 1 of this scope of work, FNI will coordinate and provide necessary documentation for each of the following key steps as detailed in the Surplus Property Process:
 - a. Survey
 - b. Attorney's Certificate Regarding Adjoining Property
 - c. Appraisal of Proposed Surplus Property
 - d. Acceptance Letter by Proposed Buyer
 - e. Submission to Texas Transportation Commission
 - f. Closing of the Sale
 - g. Recordation of the Instruments
3. Provide deed research, survey and coordination for the acquisition of the old Garza lane parcels from Denton county depicted on the attached exhibit provided by the Town (Maximum 6 Parcels).
4. Provide miscellaneous coordination throughout the multiple step review process, along with necessary revisions as required.

EXHIBIT A - WORK ORDER

ACCEPTANCE:

This Work Order is accepted on the terms set forth herein and in the MAPS referenced above, as indicated by the signatures below.

Consultant

Freese and Nichols, Inc.

By:  _____

Printed Name: Jeff Payne

Title: Principal

Date: 8/29/16

Owner

Town of Little Elm

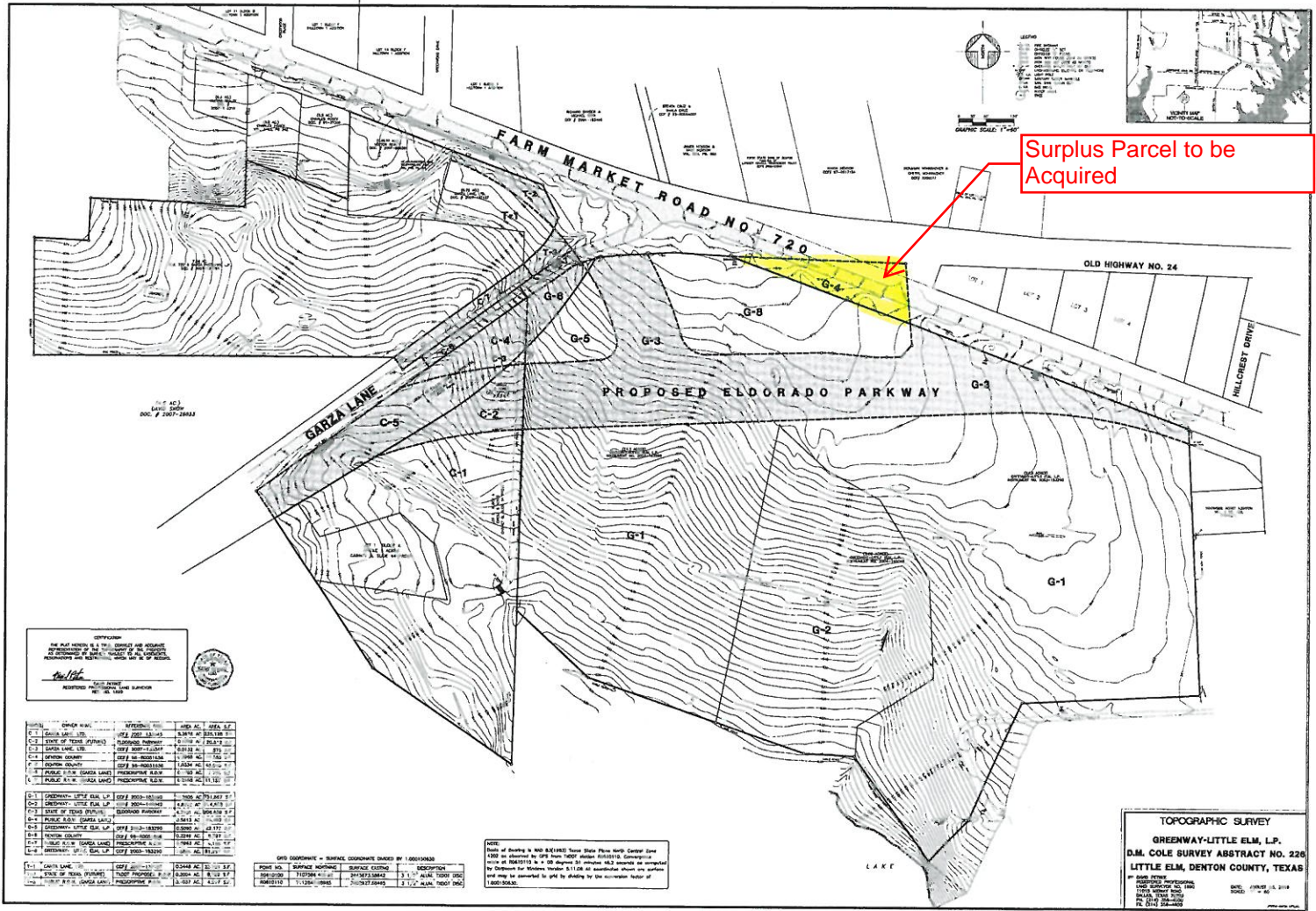
By: _____

Printed Name: Matt Mueller

Title: Town Manager

Date: _____

little Elm Surplus.





SYNOPSIS OF POLICY

For Adjoining Landowners or Underlying Fee Owners of Highway Right-of-Way

DALLAS DISTRICT

4777 U.S. Highway 80 East, Mesquite, TX 75150-6642

DISPOSITION OF REAL PROPERTY PROCESS

WRITTEN REQUEST WITH PACKAGE TO INITIATE PROCESS - 1st Step of Process

- request must be submitted in writing to the District Right Of Way Section identifies prospective purchaser, address, telephone, the authorized contact for request
- general location map (black & white) - show exact quadrant in the city or county where property is located. Include a North arrow and major intersections.
- aerial photo/plat - outline in different colors 1) adjoining property owned and 2) property or access requested
- furnish deed(s) and easement(s) of both State's property and the adjoining property,
- whole right-of-way map sheet, map title page whereby State of Texas acquired property (Copies of the maps are available in the TxDOT Library – please call for appointment 214 -320-6289)

**Process will only begin when a complete package is received and will be acknowledged by letter or e-mail.
*State of Texas does not have a list of properties to be disposed.***

RESPONSE FORMS TO DETERMINE WHETHER OR NOT PROPERTY AVAILABLE (By TxDOT Agent)

- request circulated internally to assess retention needs (4 weeks min.*)
- if existing, utilities remain in easements; State pays no relocation costs
- applicant advised by letter and, if property available, requested to respond by letter to proceed
- if applicant is not the adjoining landowner, property must be offered by sealed bid sale

LETTERS TO THE STATE PERIODICALLY TO PROCEED WITH PROCESS (TxDOT will request when needed.)

- applicant provides upon request in order to continue the disposition process as required by auditors

THE ITEMS LISTED BELOW ARE NOT TO BE STARTED UNTIL REQUESTED BY TxDOT.

SURVEY

- prepared by an RPLS, must be in the State's format
- field notes and sketch (2 originals signed/sealed/dated), calculation sheet & copies of all deeds/easements
- reviewed by TxDOT, plus any requested revisions, until approved

ATTORNEY'S CERTIFICATE REGARDING ADJOINING OR UNDERLYING PROPERTY OWNERS

- states all adjoining or underlying property owners, exact name(s) in which title is vested
- furnished by applicant on State's form and upon TxDOT's request

LETTERS OF CONSENT FROM OTHER ADJOINING LANDOWNERS

- any other adjoining owners must either waive their right to buy or also buy their share

RESOLUTION (not required for requests to acquire right of access)

- State requests municipal concurrence; other governmental agencies have first option
- city council or county commissioner's court issues resolution to release (1-2 months)

___ ADDITIONAL REQUIREMENTS FOR EXCHANGES

- surveys/appraisal - property/easement for exchange to State; survey of drainage to maintain
- donation agreement - if value of property to the State exceeds \$500 more than the State's property
- resolution - how legally registered, authorized signatures; current certificate - Secretary of State
- deed to the State of the new parcel prepared by TxDOT and signed by Grantor for submission
- title commitment/policy on parcel State acquiring – delete arbitration; applicant furnishes
- future exchange agreement - at applicant's option, District agrees to recommend exchange

___ NEW DRAINAGE EASEMENT(S) IN EXCHANGE FOR RELEASING EXISTING DRAINAGE EASEMENT(S)

- resolution by local water authority concurring with the State's release/acquisition
- maintenance agreement between State and city or county regarding new drainage channel
- letter of subordination from any lender of the underlying fee owner to the new easement

___ NEW DRAINAGE FACILITIES OR FRONTAGE ROADS FOR EXCHANGE

- plans must be pre-approved by State; construction complete/approved before exchange
- itemized list/proof of cost of improvements; city/county contracts with applicant and TxDOT

___ TxDOT REVIEW

- District Engineer's statement why property is being considered to be disposed and history of the property
- TxDOT processing and survey review, any survey revisions requested (2 weeks min.)
- TxDOT requests Federal Highway Administration approval (2-3 weeks)
- release for appraisal obtained; applicant selects appraiser from District list and prepays TxDOT

___ APPRAISALS

- by TxDOT Pre-Certified fee appraiser in State's format
- State must get fair market value; includes costs of drainage structure/service road for exchange
- exchanges - applicant's property must be equal or higher value; if less, plus cashier's check
- reviewed by TxDOT (4-6 weeks min.), approved or revisions requested

___ ACCEPTANCE LETTER BY THE PROPOSED BUYER

- authorized buyer sends letter agreeing to appraised value (**NOT NEGOTIABLE**) plus the service fee (2% of appraised value with \$300.00 minimum and \$1,600.00 maximum)
- service fee is \$300.00 for: easements, properties with no record title or reversionary titles
- service fee is waived for disposition property exchanged for that needed for highway projects/sites

___ SUBMISSION TO TEXAS TRANSPORTATION COMMISSION

- TxDOT prepares deed without warranty (or release of easement) for the Grantee -
 - in the same name as title is vested in the adjoining property, or
 - as "the owner of the fee in the land" for easement interest only
- Commission issues minute order declaring the property no longer needed for a state highway purpose and authorizing the State of Texas; Texas Transportation Commission meets one day a month
- Commission can deny request for transportation reasons (2-3 months)

___ LEGAL REVIEW OF THE SUBMISSION

- Governor's legal council reviews request package, including minute order and legal instruments
- Attorney General reviews request; if approves, forwards to the Governor

___ GOVERNOR EXECUTES DEED WITHOUT WARRANTY (OR RELEASE OF EASEMENT)

- if approves sale or exchange, Governor of Texas signs deed without warranty or release of easement
- Secretary of State attests Governor's signature
- Attorney General, Executive Director of Texas Department of Transportation sign

CLOSING OF THE SALE OR EXCHANGE

- upon receipt of the fully executed instrument(s), TxDOT instructs Grantee to remit payment to Austin
- remittance must be cashier's check on a State or national bank or a money order payable to the "Texas Department of Transportation" or wire transfer in sum of the appraised value plus the service fee
- TxDOT deposits remittance
- Austin forwards instrument(s) to District for Grantee to have recorded with appropriate County Clerk
- Grantor provides updated title commitment for exchange parcel and finally the title policy
- TxDOT delivers to Grantor signed donation agreement, if any required for exchange

RECORDATION OF THE INSTRUMENTS

- Grantee provides TxDOT with a copy of the ALL recorded instrument(s)

FILE CLOSED

- exchanges - recorded deed to the State and owner's title policy forwarded to ROW Division HQ for permanent file
- area office advised to remove disposed property from system, ceases to maintain
- right-of-way maps changed to reflect transaction

TO SUBMIT A COMPLETE PACKAGE, PLEASE SEND VIA U.S. MAIL TO:

TEXAS DEPARTMENT OF TRANSPORTATION

**Attn: Right Of Way Section
4777 U.S. Highway 80 East
Mesquite, Texas 75150-6642**

PLEASE DO NOT SEND ANY DOCUMENTATION OR MAP BIGGER THAN 11" x 17".

FOR ADDITIONAL QUESTIONS, PLEASE CONTACT: Cindy Graves
214-320-6677
Cindy.Graves@txdot.gov

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING

DATE: September 20, 2016

PROJECT: **Engineering Task Order with Freese & Nichols
(Engineering Services Contracts) for Surplus Right of Way
Services**

DESCRIPTION: Town Staff has negotiated a Task Order for surplus right of way services. These services include survey and preparing TxDOT standards and forms to acquire surplus right of way from TxDOT and Denton County at the intersection of Eldorado Parkway and Oak Grove Parkway.

COST: **\$35,000.00**

FUNDING: **Acct. Name & No**
Engineering
112-6214-10-00
\$35,000.00
Developer Funded

SCHEDULE: Survey is to start immediately. Process typically takes approximately 6-12 months.

RECOMMENDED ACTION: **Staff recommends Council approve an Engineering Task Order for the Surplus Right of Way services between the Town of Little Elm and Freese & Nichols for the amount of \$35,000.00 and authorize Town Manager to execute a contract for the same.**

TOWN CONTACT: Jason W. Laumer, P.E.
Director of Development Services
JLaumer@littleelm.org
(214) 975-0473

ATTACHMENTS: 1. Design Task Order

EXHIBIT A - WORK ORDER

MASTER AGREEMENT FOR PROFESSIONAL SERVICES ("MAPS") No.: 100120 Work Order No. 82013

Pursuant to and subject to the above-referenced MAPS, dated 01-19-2010 between the Town of Little Elm, Texas ("Owner"), and Freese and Nichols, Inc., ("Consultant"), Owner hereby requests that Consultant perform, and Consultant agrees to perform, the work described below upon the terms set forth in said MAPS and in this Work Order:

OWNER PROVIDED INFORMATION:

Work Site: Eldorado Pkwy Surplus ROW

Work to Be Performed: TxDOT Surplus ROW Coordination and Boundary Survey, and Denton County coordination for old Garza Lane parcels that have since been abandoned since roadway was realigned.

Date and Time to Complete: See tentative dates in attached "TxDOT Surplus Property Process" Document.

CONSULTANT PROVIDED INFORMATION:

Compensation: Consultant will provide Professional Services as outlined in the scope of work for a Not to Exceed fee of \$35,000.00, as broken out below:

1. FNI Labor Effort: \$14,470.00
2. Brittain & Crawford Plat/Deed Research (TxDOT Parcel): \$2,360.00
3. Brittain & Crawford Boundary Survey (TxDOT Parcel): \$8,050.00
4. Brittain & Crawford Boundary Survey (Denton County Parcels, 6 Max): \$10,120.00

Scope of Work:

1. Provide the initial written request and supporting documentation as described in the 1st step of the attached "TxDOT Surplus Property Process". The surplus ROW request will be prepared in coordination with the Eldorado Parkway expansion near Garza Lane. The application will encompass the highlighted parcel on the attached exhibit provided by the Town.
2. Upon TxDOT Approval of the initial written request as mentioned in Step No. 1 of this scope of work, FNI will coordinate and provide necessary documentation for each of the following key steps as detailed in the Surplus Property Process:
 - a. Survey
 - b. Attorney's Certificate Regarding Adjoining Property
 - c. Appraisal of Proposed Surplus Property
 - d. Acceptance Letter by Proposed Buyer
 - e. Submission to Texas Transportation Commission
 - f. Closing of the Sale
 - g. Recordation of the Instruments
3. Provide deed research, survey and coordination for the acquisition of the old Garza lane parcels from Denton county depicted on the attached exhibit provided by the Town (Maximum 6 Parcels).
4. Provide miscellaneous coordination throughout the multiple step review process, along with necessary revisions as required.

EXHIBIT A - WORK ORDER

ACCEPTANCE:

This Work Order is accepted on the terms set forth herein and in the MAPS referenced above, as indicated by the signatures below.

Consultant

Freese and Nichols, Inc.

By:  _____

Printed Name: Jeff Payne

Title: Principal

Date: 8/29/16

Owner

Town of Little Elm

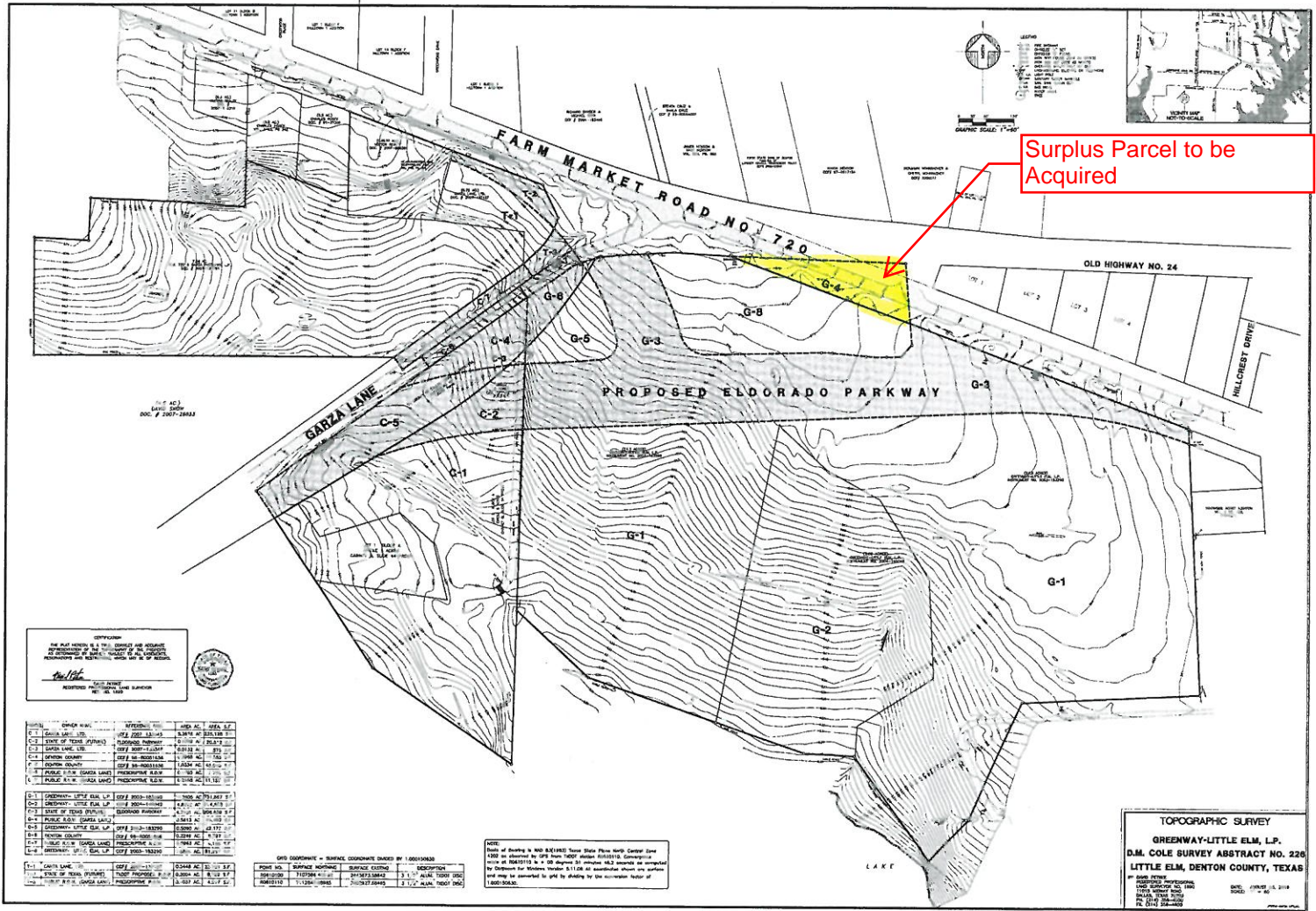
By: _____

Printed Name: Matt Mueller

Title: Town Manager

Date: _____

little Elm Surplus.





SYNOPSIS OF POLICY

For Adjoining Landowners or Underlying Fee Owners of Highway Right-of-Way

DALLAS DISTRICT

4777 U.S. Highway 80 East, Mesquite, TX 75150-6642

DISPOSITION OF REAL PROPERTY PROCESS

WRITTEN REQUEST WITH PACKAGE TO INITIATE PROCESS - 1st Step of Process

- request must be submitted in writing to the District Right Of Way Section identifies prospective purchaser, address, telephone, the authorized contact for request
- general location map (black & white) - show exact quadrant in the city or county where property is located. Include a North arrow and major intersections.
- aerial photo/plat - outline in different colors 1) adjoining property owned and 2) property or access requested
- furnish deed(s) and easement(s) of both State's property and the adjoining property,
- whole right-of-way map sheet, map title page whereby State of Texas acquired property (Copies of the maps are available in the TxDOT Library – please call for appointment 214 -320-6289)

**Process will only begin when a complete package is received and will be acknowledged by letter or e-mail.
*State of Texas does not have a list of properties to be disposed.***

RESPONSE FORMS TO DETERMINE WHETHER OR NOT PROPERTY AVAILABLE (By TxDOT Agent)

- request circulated internally to assess retention needs (4 weeks min.*)
- if existing, utilities remain in easements; State pays no relocation costs
- applicant advised by letter and, if property available, requested to respond by letter to proceed
- if applicant is not the adjoining landowner, property must be offered by sealed bid sale

LETTERS TO THE STATE PERIODICALLY TO PROCEED WITH PROCESS (TxDOT will request when needed.)

- applicant provides upon request in order to continue the disposition process as required by auditors

THE ITEMS LISTED BELOW ARE NOT TO BE STARTED UNTIL REQUESTED BY TxDOT.

SURVEY

- prepared by an RPLS, must be in the State's format
- field notes and sketch (2 originals signed/sealed/dated), calculation sheet & copies of all deeds/easements
- reviewed by TxDOT, plus any requested revisions, until approved

ATTORNEY'S CERTIFICATE REGARDING ADJOINING OR UNDERLYING PROPERTY OWNERS

- states all adjoining or underlying property owners, exact name(s) in which title is vested
- furnished by applicant on State's form and upon TxDOT's request

LETTERS OF CONSENT FROM OTHER ADJOINING LANDOWNERS

- any other adjoining owners must either waive their right to buy or also buy their share

RESOLUTION (not required for requests to acquire right of access)

- State requests municipal concurrence; other governmental agencies have first option
- city council or county commissioner's court issues resolution to release (1-2 months)

___ ADDITIONAL REQUIREMENTS FOR EXCHANGES

- surveys/appraisal - property/easement for exchange to State; survey of drainage to maintain
- donation agreement - if value of property to the State exceeds \$500 more than the State's property
- resolution - how legally registered, authorized signatures; current certificate - Secretary of State
- deed to the State of the new parcel prepared by TxDOT and signed by Grantor for submission
- title commitment/policy on parcel State acquiring – delete arbitration; applicant furnishes
- future exchange agreement - at applicant's option, District agrees to recommend exchange

___ NEW DRAINAGE EASEMENT(S) IN EXCHANGE FOR RELEASING EXISTING DRAINAGE EASEMENT(S)

- resolution by local water authority concurring with the State's release/acquisition
- maintenance agreement between State and city or county regarding new drainage channel
- letter of subordination from any lender of the underlying fee owner to the new easement

___ NEW DRAINAGE FACILITIES OR FRONTAGE ROADS FOR EXCHANGE

- plans must be pre-approved by State; construction complete/approved before exchange
- itemized list/proof of cost of improvements; city/county contracts with applicant and TxDOT

___ TxDOT REVIEW

- District Engineer's statement why property is being considered to be disposed and history of the property
- TxDOT processing and survey review, any survey revisions requested (2 weeks min.)
- TxDOT requests Federal Highway Administration approval (2-3 weeks)
- release for appraisal obtained; applicant selects appraiser from District list and prepays TxDOT

___ APPRAISALS

- by TxDOT Pre-Certified fee appraiser in State's format
- State must get fair market value; includes costs of drainage structure/service road for exchange
- exchanges - applicant's property must be equal or higher value; if less, plus cashier's check
- reviewed by TxDOT (4-6 weeks min.), approved or revisions requested

___ ACCEPTANCE LETTER BY THE PROPOSED BUYER

- authorized buyer sends letter agreeing to appraised value (**NOT NEGOTIABLE**) plus the service fee (2% of appraised value with \$300.00 minimum and \$1,600.00 maximum)
- service fee is \$300.00 for: easements, properties with no record title or reversionary titles
- service fee is waived for disposition property exchanged for that needed for highway projects/sites

___ SUBMISSION TO TEXAS TRANSPORTATION COMMISSION

- TxDOT prepares deed without warranty (or release of easement) for the Grantee -
 - in the same name as title is vested in the adjoining property, or
 - as "the owner of the fee in the land" for easement interest only
- Commission issues minute order declaring the property no longer needed for a state highway purpose and authorizing the State of Texas; Texas Transportation Commission meets one day a month
- Commission can deny request for transportation reasons (2-3 months)

___ LEGAL REVIEW OF THE SUBMISSION

- Governor's legal council reviews request package, including minute order and legal instruments
- Attorney General reviews request; if approves, forwards to the Governor

___ GOVERNOR EXECUTES DEED WITHOUT WARRANTY (OR RELEASE OF EASEMENT)

- if approves sale or exchange, Governor of Texas signs deed without warranty or release of easement
- Secretary of State attests Governor's signature
- Attorney General, Executive Director of Texas Department of Transportation sign

CLOSING OF THE SALE OR EXCHANGE

- upon receipt of the fully executed instrument(s), TxDOT instructs Grantee to remit payment to Austin
- remittance must be cashier's check on a State or national bank or a money order payable to the "Texas Department of Transportation" or wire transfer in sum of the appraised value plus the service fee
- TxDOT deposits remittance
- Austin forwards instrument(s) to District for Grantee to have recorded with appropriate County Clerk
- Grantor provides updated title commitment for exchange parcel and finally the title policy
- TxDOT delivers to Grantor signed donation agreement, if any required for exchange

RECORDATION OF THE INSTRUMENTS

- Grantee provides TxDOT with a copy of the ALL recorded instrument(s)

FILE CLOSED

- exchanges - recorded deed to the State and owner's title policy forwarded to ROW Division HQ for permanent file
- area office advised to remove disposed property from system, ceases to maintain
- right-of-way maps changed to reflect transaction

TO SUBMIT A COMPLETE PACKAGE, PLEASE SEND VIA U.S. MAIL TO:

TEXAS DEPARTMENT OF TRANSPORTATION

**Attn: Right Of Way Section
4777 U.S. Highway 80 East
Mesquite, Texas 75150-6642**

PLEASE DO NOT SEND ANY DOCUMENTATION OR MAP BIGGER THAN 11" x 17".

FOR ADDITIONAL QUESTIONS, PLEASE CONTACT: Cindy Graves
214-320-6677
Cindy.Graves@txdot.gov

TOWN OF LITTLE ELM

Town Council

Staff Report



PROJECT: 16-SUP-002 Witt Public Storage

PUBLIC HEARING DATES: Planning & Zoning Commission: 8-18-16
Town Council: 9-6-16 Tabled
9-20-16

REQUEST: A request for a Specific Use Permit for self-storage on approximately 1.99 acres of land currently zoned Light Industrial district (LI)

PROPOSED USE: Self-storage

LOCATION: Generally located north of Old Witt Road and approximately 300 feet west of FM 423, within the town limits of Little Elm

SIZE: Approximately 1.99 acres of land

CURRENT ZONING: Light Industrial district (LI)

FUTURE LAND USE PLAN DESIGNATION: Business Commercial

EXISTING USE / SITE ATTRIBUTES: Communication tower

APPLICANT: Stantec

OWNER: BLS Witt Properties, LLC

PLANNING ANALYSIS: Chapter 106 of the Little Elm Code of Ordinances requires self-storage uses to obtain a Specific Use Permit (SUP) to legally operate in Light Industrial (LI) zoning districts.

An SUP is required of uses that the zoning ordinance may allow, but uses that should also be specially approved for situational suitability. The purpose of the SUP requirement is to allow the Town to determine the appropriateness of a proposal. Thus, Council has broad discretionary approval of the requested SUP.

The Future Land Use Plan (FLUP) designates the subject property with a Business Commercial land use category, which is appropriate for the use of self-storage. The requested SUP, if approved, would not be in conflict with the FLUP.

The subject property is located on approximately 1.99 acres on Old Witt Road, flanked by auto repair and outdoor auto storage to the west

and a soon-to-be opening retail strip to the east. A manufacturing company operates to the north and the property to the south is in the City of Frisco.

This property will have direct access from Old Witt Road and a new fire lane will be split between the subject property and the auto repair to the west. An easement for cross access to The Crossing Church to the northeast will be included on the plat, although it will not be constructed at this time. This easement will be directly south of the communication tower that is screened by a masonry wall and is to remain.

The architectural elevations exceed the requirement for Industrial zoning districts, and meet the 80% brick/stone requirement for primary facades, as shown in the attached conceptual renderings. In the attached Regulations, the applicant proposes a reduction of required building articulation and auxiliary design standards due to the proportions that would be required on the extra-large structure. The building is proposed to be 4 stories and have a height of approximately 53 feet, which is less than the 60 foot maximum height restriction.

Most of the landscaping requirements meet compliance, aside from the small amount of interior canopy trees due to the large building footprint, and the canopy tree requirement along the eastern property line, which is proposed, instead, to have groups of slender evergreen shrubs that are 3 feet tall at the time of planting to create screening. Both of these items are listed in the Regulations.

Other items in the Regulations include burying the overhead power lines that are not along Old Witt Road, removing wooden fencing and only replacing with fencing that complies with the Code of Ordinances, a reduction in parking, and allowing for an apartment for the property manager, if necessary.

Please note that a protest form was submitted by an adjacent property owner that owns more than 20% of the land within the 200-ft buffer. This triggers the requirement that this zoning request shall not be approved unless three-fourths of the present Council members vote in support of the application.

RECOMMENDATION:

On August 18, 2016, the Planning & Zoning Commission made a recommendation to approve the proposed zoning with a vote of 3-2.

TOWN CONTACT:

Lisa Reich – Town Planner

ATTACHMENTS:

Ordinance 1349
Location Map
Conceptual Site Plan
Conceptual Landscaping Plan
Conceptual Elevations
Regulations

TOWN OF LITTLE ELM

ORDINANCE NO. 1349

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, HEREOF AMENDED, BY ISSUING A SPECIFIC USE PERMIT FOR SELF-STORAGE USE ON APPROXIMATELY 1.99 ACRES OF LAND CURRENTLY ZONED LIGHT INDUSTRIAL DISTRICT (LI), GENERALLY LOCATED NORTH OF OLD WITT ROAD AND APPROXIMATELY 300 FEET WEST OF FM 423, PROVIDING THAT THIS SPECIFIC USE PERMIT IS ESTABLISHED SUBJECT TO CERTAIN CONDITIONS AS SET FORTH HEREIN; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Little Elm ("Town") is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Charter adopted on May 1, 2001; and

WHEREAS, the Town possesses all the rights, powers, and authorities possessed by all home rule municipalities, including the authority to regulate land uses under Chapter 211 of the Texas Local Government Code; and

WHEREAS, Chapter 106 (Zoning) of the Little Elm Code of Ordinances requires a Specific Use Permit be granted by Town Council in order to legally operate and occupy the subject property with Self-storage use while it is zoned Light Industrial district (LI); and

WHEREAS, a request for a Specific Use Permit for Self-storage use has been submitted by Stantec on approximately 1.99 acres of land currently zoned Light Industrial district (LI), more specifically described on the Location Map, attached hereto; and

WHEREAS, Section 106-36 of the Little Elm Code of Ordinances, and as amended, provides that in considering and determining the issuance of a specific use permit, the Town may require from an applicant plans, information, operating data, and expert evaluation concerning the location and function and characteristics of any building or use proposed; and may, in the interest of the public welfare and to assure compliance therewith, establish conditions of operation, location, arrangement, and construction of any use for which a permit is authorized; and further, that in authorizing the location of any of the uses listed as specific use permits, the Town Council may impose such development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, odor, gas, explosion, glare, offensive view, or other undesirable or hazardous conditions; and

WHEREAS, the Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons

interested in and situated in the affected area and in the vicinity thereof regarding the requested specific use permit described herein; and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the requested specific use permit for Self-storage use would be in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

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

SECTION 1. INCORPORATION OF PREMISES. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. AMENDMENT. That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by issuing a **Specific Use Permit for Self-storage** use to the property generally located north of Old Witt Road and approximately 300 feet west of FM 423, Little Elm, Denton County, Texas, an approximately 1.99 acre tract of land more particularly described on the Location Map, attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS. The following special ordinance provisions shall apply to the subject property:

1. The subject property shall develop in full compliance with the Little Elm Code of Ordinances, unless otherwise specified within the attached Regulations, and shall conceptually develop per the attached concept plans.

SECTION 4. SAVINGS. This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 5. ZONING MAP. The official zoning map of the Town shall be amended to reflect the changes in zoning made by this ordinance.

SECTION 6. PENALTY. Any person, firm, or corporation violating any of the provision of this ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 7. SEVERABILITY. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or

circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

SECTION 8. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of that conflict.

SECTION 9. EFFECTIVE DATE. That this Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 20th day of September, 2016.

The Town of Little Elm, Texas

David Hillock, Mayor

ATTEST:

Kathy Phillips, Town Secretary



Subject Property

Image Source: Google 2016



Location Map

Public Storage -Witt
Town of Little Elm
Denton County, TX

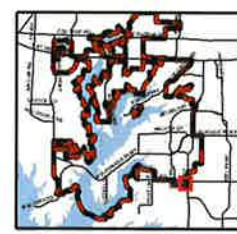
Date: 7/25/2016



Legend

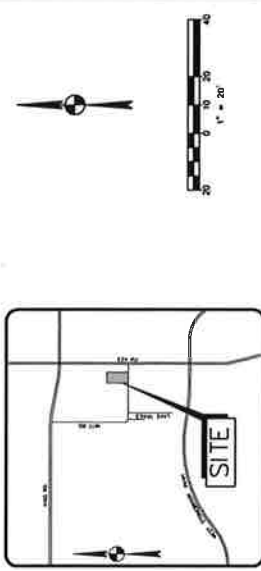
- Roads
- Public Storage Witt
- Town Limit
- ETJ

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This map is the property of the Town of Little Elm, and is not to be reproduced by any means, mechanical or digital, without written consent of the Town.

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



LEGEND

SITE DATA SUMMARY TABLE	
CURRENT ZONING	LIGHT INDUSTRIAL
PROPOSED ZONING	LIGHT INDUSTRIAL
LAND USE	WAREHOUSE
LOT AREA	131,414.32 SQ. FT.
BUILDING FOOTPRINT AREA	37,044 SF
TOTAL BUILDING AREA	148,238 SF
MAX. BUILDING HEIGHT (# OF STOREYS)	4
MAX. BUILDING HEIGHT (FEET)	40'
LOT COVERAGE	5.45%
FLOOR AREA RATIO	176.11
PARKING RATIO	1 PER 4,000 SF (PER 1,000)
REQUIRED PARKING	25
PROVIDED PARKING	25
ACCESSIBLE PARKING REQUIRED	2
ACCESSIBLE PARKING PROVIDED	2

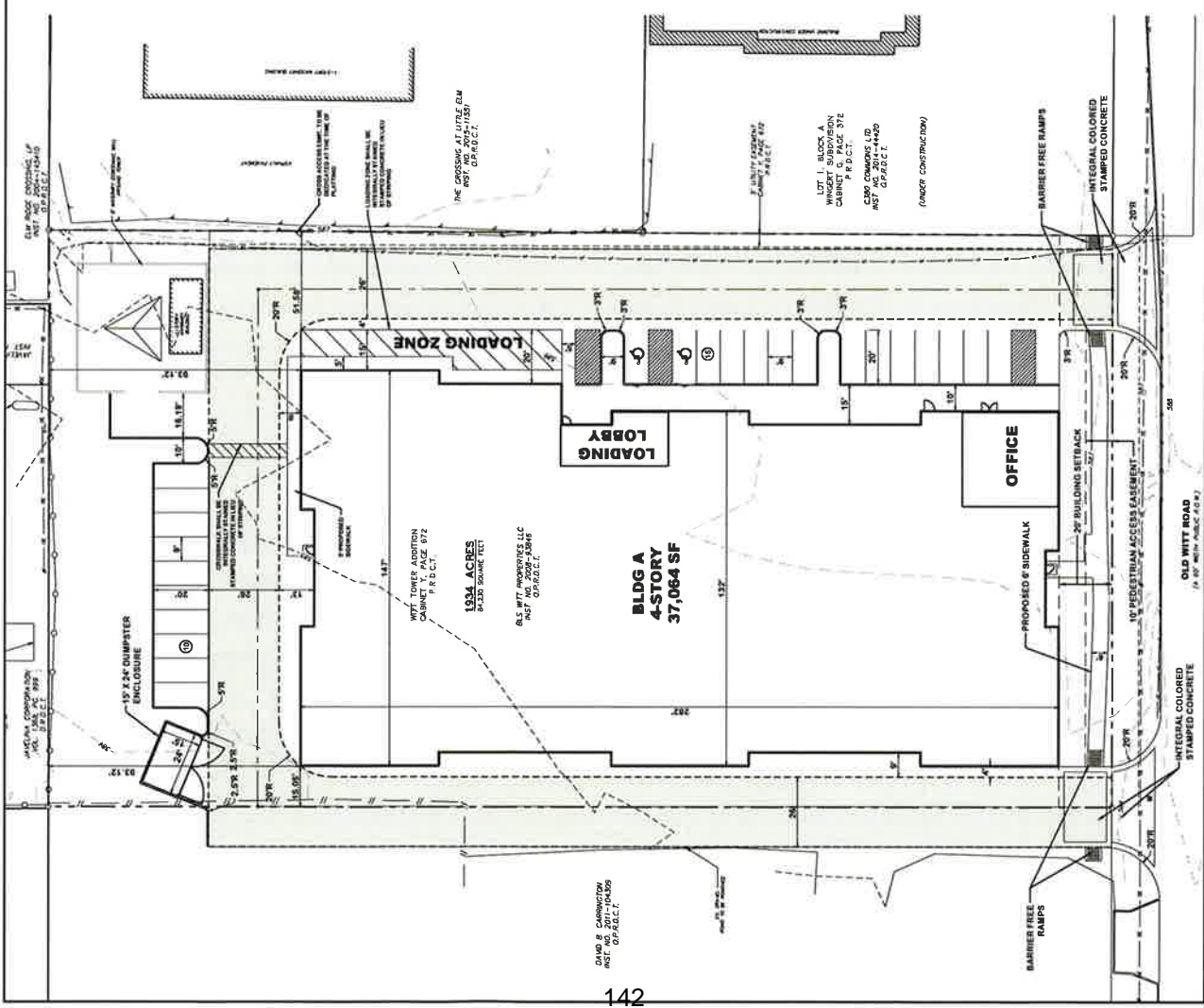
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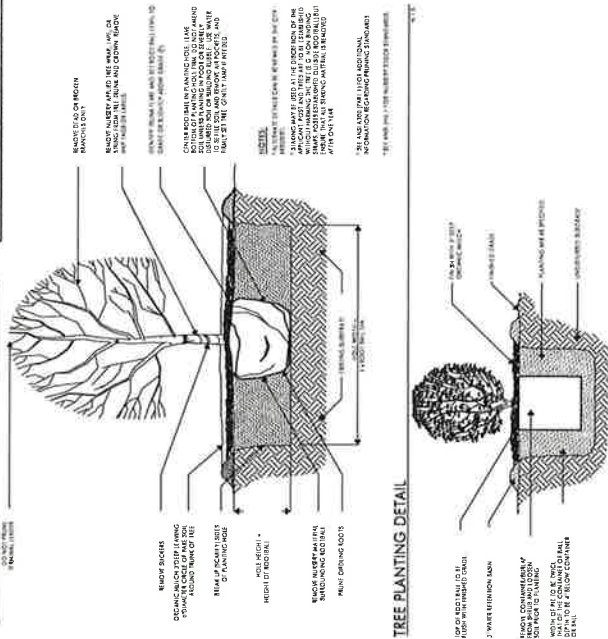
1. ALL SIGNAGE IS APPROVED VIA A SEPARATE PERMIT THROUGH THE BUILDING SAFETY DIVISION
2. ALL MECHANICAL EQUIPMENT, DUMPSTERS, ROOFTOP UNITS, ETC SHALL BE SCREENED IN COMPLIANCE WITH THE ZONING ORDINANCE.
3. ALL LIGHTING SHALL COMPLY WITH THE ZONING ORDINANCE
4. ANY ALTERATION TO THE SITE PLAN, INCLUDING BUILDING ELEVATION AND LANDSCAPE SUBSTITUTIONS, REQUIRE TOWN APPROVAL THROUGH A REVISED PLAN, STAMPED BY STAFF.
5. REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
6. ALL OVERHEAD POWER LINES (NOT ALONG WITT ROAD) TO BE BURIED AS A CONDITION OF THE SUP UPON DEVELOPMENT OF THIS SITE.
7. ANY WOODEN FENCING TO BE RELOCATED MUST BE REPLACED WITH FENCING PER TOWN OF ULLSTADT ELM ORDINANCE

OWNER
MLB WTT PROPERTIES LLC
1448 OVERLOOK DR
FRIISCO, TEXAS 75033
PH: (872) 648-8100

DEVELOPER:
PUBLIC STORAGE
2200 K AVE.
SUITE 200
PLANO, TEXAS 75074
PH: 888-612-8888
CONTACT: JARROD YATES

CIVIL ENGINEER:
STANTEC CONSULTING SERVICES, INC.
5310 HARVEST MILL ROAD
SUITE 100
DALLAS, TEXAS 75230
PH: (872) 991-0011
FAX: (872) 991-0278
CONTACT: GRAYSON K. HUGHES, P.E.

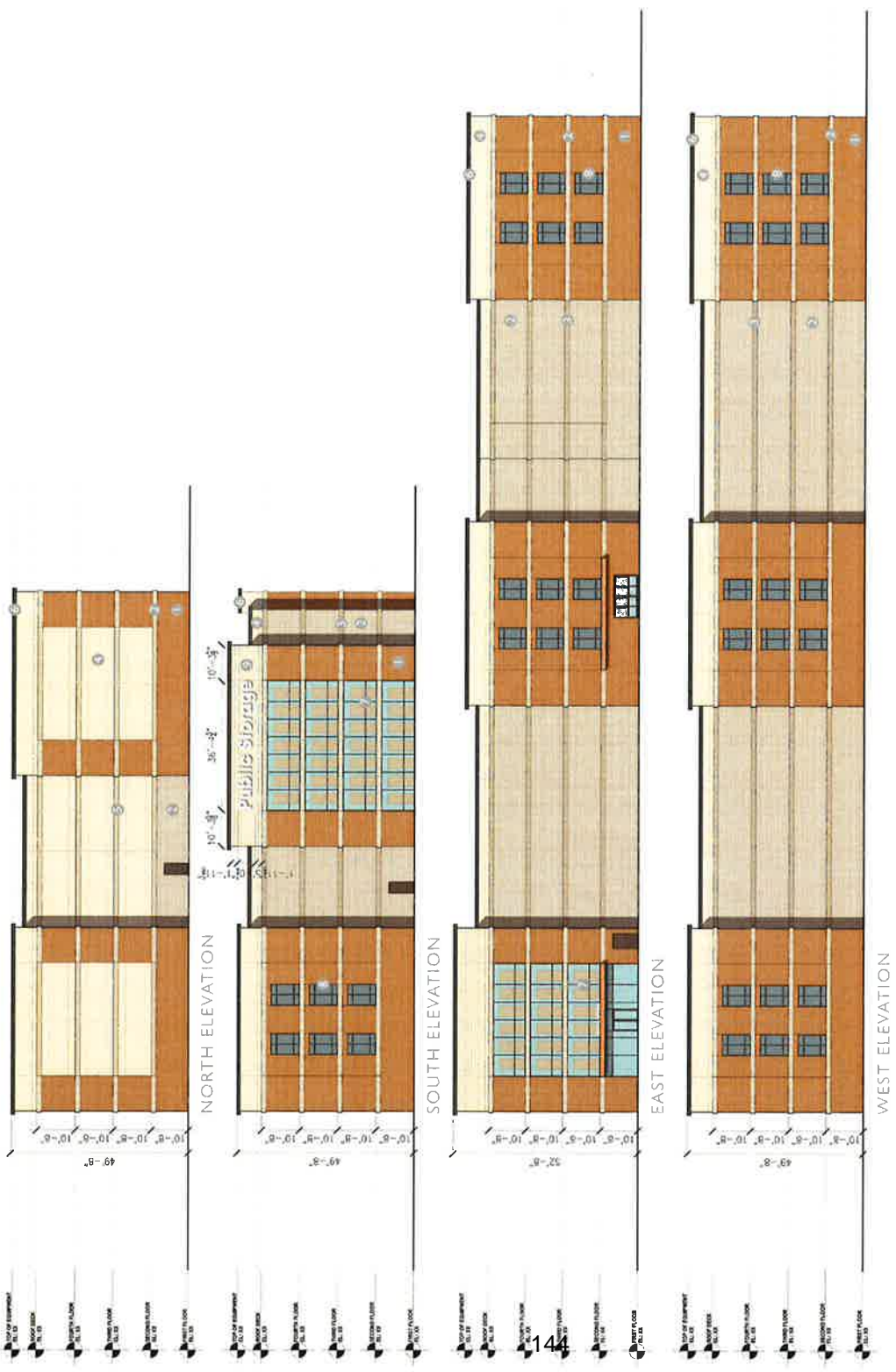


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SHRUB PIT PLANTING DETAIL

MATERIALS LEGEND

- 1 BURNT PUMPKIN BRICK (PER PREVIOUS PS LITTLE ELM MATERIAL SELECTION)
- 2 GLACIER WHITE BRICK
- 3 DRIFTWOOD BRICK
- 4 "CASA BLANCA" STUCCO
- 5 "SAND" STUCCO
- 6 DARK BRONZE METAL CAP
- 7 DARK BRONZE STOREFRONT
- 8 SPANDREL GLAZING
- 9 "CASA BLANCA" STUCCO WITH HORIZONTAL REVEALS





Request for Regulations

Here are several requirements in the current SUP zoning on which we would like to ask for variances.

- Parking – Requesting to reduce parking requirement to 1 space per 6,000 square feet of total floor area as shown on plans.
- Building articulation design standards – Minimize required vertical and horizontal articulation since we are a 4 story structure.
- Auxiliary design standards – Request to comply with 3 out of 5 required auxiliary design standards.
- Canopy Trees – Requesting to allow evergreen shrubs (3" at planting) in place of 1 canopy tree per 30 feet along the eastern property line.
- Overhead power lines – Requesting to allowing that all overhead power lines be buried except along Old Witt Road.
- Fencing – Any existing wooden fences which are removed by this development must be replaced with a material that complies with the Town Ordinance.
- Landscaping – Requesting to allow less interior landscaping as provided on the concept landscape plan submitted with this SUP.

TOWN OF LITTLE ELM

Town Council

Staff Report



PROJECT:	16-Z-002	Peach Zoning
PUBLIC HEARING DATES:	Planning & Zoning Commission:	9-1-16
	Town Council:	9-20-16
REQUEST:	A request to rezone approximately 1.23 acres of land from Agriculture (AG) to Single Family (SF3), generally located to the west of Kayewood Drive and approximately 50 feet south of Mulberry Drive, within Little Elm's town limits.	
PROPOSED USE:	Low Density Residential	
LOCATION:	Generally located to the west of Kayewood Drive and approximately 50 feet south of Mulberry Drive, within Little Elm's town limits.	
PROPOSED ZONING	Single Family 3 (SF3)	
CURRENT/PROPOSED FLUP DESIGNATION:	The current Future Land Use Plan designation is Medium Density Residential.	
EXISTING USE / SITE ATTRIBUTES:	Undeveloped	
APPLICANT:	Douglas Peach	
OWNER:	Douglas Peach	
ZONING ANALYSIS:	The proposed Single Family (SF3) zoning is appropriate for the subject property, as it is adjacent to residential properties with the same zoning. The applicant plans to build a single family house for his family, and a platted lot is required to build upon the property. An application for final plat has also been submitted and that affects the zoning because it is unlawful to plat property that is zoned Agriculture (AG) if it is less than 5 acres in size. This 1.23 acre property requires a zoning change to be platted so the applicant may build a house.	
RECOMMENDED ACTION:	<i>On September 1, 2016, the Planning & Zoning Commission unanimously recommended approval of the proposed zoning.</i>	
TOWN CONTACT:	Lisa Reich – Town Planner	
ATTACHMENTS:	Ordinance 1352 Location Map	

TOWN OF LITTLE ELM

ORDINANCE NO. 1352

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, BY ZONING APPROXIMATELY 1.23 ACRES OF LAND FROM AGRICULTURE DISTRICT (AG) TO SINGLE FAMILY DISTRICT (SF3), GENERALLY LOCATED WEST OF KAYEWOOD DRIVE AND APPROXIMATELY 50 FEET SOUTH OF MULBERRY DRIVE, WITHIN LITTLE ELM'S TOWN LIMITS; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Little Elm ("Town") is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Charter adopted on May 1, 2001; and

WHEREAS, the Town possesses all the rights, powers, and authorities possessed by all home rule municipalities, including the authority to regulate land uses under Chapter 211 of the Texas Local Government Code; and

WHEREAS, a request for rezoning to Single Family district (SF3) has been submitted by Douglas Peach on approximately 1.23 acres of land currently zoned Agriculture district (AG), more specifically described on the Location Map, attached hereto; and

WHEREAS, the neighboring uses are residential in the Single Family district (SF3), thus making the proposed zoning district a compatible request; and

WHEREAS, the Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested rezoning described herein; and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the rezoning request would be in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

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

SECTION 1. INCORPORATION OF PREMISES. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. AMENDMENT. The Comprehensive Zoning Ordinance of the Town, is hereby amended, by providing for a **Single Family district (SF3)** on approximately 1.23

acres of land, generally located west of Kayewood Drive and approximately 50 feet south of Mulberry Drive, tract of land more particularly described on Location Map, attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. SAVINGS. This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 4. MAP. The official zoning map of the Town shall be amended to reflect the change in zoning made by this ordinance.

SECTION 5. PENALTY. Any person, firm, or corporation violating any of the provision of this ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 6. SEVERABILITY. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

SECTION 7. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of that conflict.

SECTION 8. EFFECTIVE DATE. Upon adoption, this Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 20th day of September, 2016.

ATTEST:

The Town of Little Elm, Texas

Kathy Phillips, Town Secretary

David Hillock, Mayor



Image Source: Google 2016






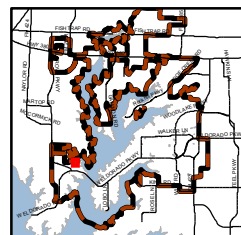
Location Map

Peach Addition
Town of Little Elm
Denton County, TX
Date: 8/8/2016

0 17,500 35,000
Feet

Legend

- Roads
-  Peach Addition
-  Town Limit
-  ETJ



This map is the property of the Town of Little Elm, and is not to be reproduced by any means, mechanical or digital, without written consent of the Town.

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Town Council

To appoint two (2) council members to the Boards and Commissions interview committee for the current 2016 cycle

**Finance Department**

Karla Stovall, Chief Financial Officer

Phone: 214-975-0415

kstovall@littleelm.org

TOWN COUNCIL REGULAR AGENDA

Date 09/20/2016

PROJECT

Discussion and action approving Ordinance No. 1353, amending the FY 2015-2016 Annual Budget in accordance with existing statutory requirements; appropriating the various amounts herein; repealing all prior Ordinances and actions in conflict herewith; and providing for an effective date.

BACKGROUND

The city charter requires that when the budget is amended that the amendment be by ordinance. The budget amendments include an increase to the budget appropriations for Fiscal Year 2016.

Funds included in these amendments include Street Impact Fund, Storm Drainage Fund, Solid Waste Fund, 2016 Utility Bond Fund, Forfeiture Fund, Special Revenue Funds, Debt Service Fund, Utility Fund, Parks and Recreation Fund and General Fund.

Expenditures are appropriated in preparation of the annual audit for the fiscal year ended September 30, 2016. The majority of the expenses reflected are offset by a source of revenue as disclosed in the attached spreadsheet. Expenditures that were offset by fund balance were reviewed to insure the integrity of next year's fund balance was intact and secure. Also, included in the amendment is the 2016 Certificate of Obligation Utility Bond expenditures and their associated accounting entry.

RECOMMENDED ACTION

Staff recommends approval of Ordinance No. 1353 amending the FY 2015-2016 Annual Budget of appropriations as presented.

ATTACHMENTS

Ordinance No.1353

Exhibit A

ORDINANCE NO. 1353

AN ORDINANCE OF THE TOWN COUNCIL OF LITTLE ELM, TEXAS ("TOWN"), AUTHORIZING CERTAIN BUDGET AMENDMENTS PERTAINING TO THE FISCAL YEAR 2015-2016 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town is required by the Town Charter to approve a budget amendment by ordinance and upon approval such amendment shall become an attachment to the original budget; and

WHEREAS, a budget amendment has been prepared for certain appropriations and expenditures in the 2015-2016 Budget and submitted to the Town Council for approval and a true and correct copy is attached as Exhibit A.

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

SECTION 1. Pursuant to the Town Charter requirements of the Town of Little Elm, Texas, in the year 2015-2016, a Budget Amendment attached as Exhibit A is hereby authorized and approved.

SECTION 2. This Ordinance shall take effect immediately from and after its passage as the law in such cases provides.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas this the _____ day of _____, 2016.

APPROVED:

David Hillock
Mayor

ATTEST:

Kathy Phillips
Town Secretary

Exhibit A (2 pages)

Expenditure	Amount	Description	Offset
828-8994-00-00	\$528,820	Impact Fees Allocation	Fund Balance
715-6711-62-00	\$12,000	Gasoline and Oils	715-5430-00
712-6225-70-00	\$25,000	Solid Waste Dumping Fees	Fund Balance
712-6200-70-00	\$35,000	Solid Waste Contract Fees	
641-6728-50-09	\$933,536	2016 CO Utility Bond Allocation	641-7900-00-00
641-6728-76-28	\$690,429	Dickson Road Hill Lane	
641-6728-76-41	\$30,500	Witt Road	
641-6728-76-42	\$93,400	WWTP Expansion	
641-6728-76-17	\$107,400	Service Center Expansion	
641-8900-00-00	\$1,146,810	Eldorado 2 MG Elevated Water Tower	
641-6728-50-XX	\$4,923,574	Transfer to 612 – Reimb. Resolution	
641-6725-00-00	\$81,594	Capital Projects	
		Bond Fees	
412-6200-01-00	\$5,000	Police Seizures	412-5698-00-00
412-6200-02-00	\$14,500	Police Federal Agencies	412-5698-00-00
250-6334-09-00	\$5,000	Library Donation	250-5900-00
205-6256-31-00	\$15,000	State Fees Red Light	205-5517-00-00
200-6330-30-00	\$5,000	Police – Leose Grant	200-5301-00-00
200-6340-30-00	\$1,200	Child Safety Program	200-5503-00-00
200-6333-58-00	\$1,000	Fire Leose Grant	200-5302-00-00
312-6591-35-00	\$10,700	Transaction recording of Series 2016 General	312-5999-00-00
312-6592-35-00	\$150,000	Obligation refunding Bonds	
312-6593-35-00	\$7,500,000		
612-6248-61-00	\$8,010,00	Reflect Bond Receipt / Transfer to 641 Bond Fund	Fund Balance
612-6590-74-00	\$82,000	Amortized Debt Service Costs	
612-6336-75-00	\$15,000	Bank Fees and Charges	
612-6298-61-00	\$55,000	NTMWD Water Treatment Fees	
612-6247-73-00	\$1,000,000	Mustang Lincoln Park - Entry	
612-6728-76-17	\$148,200	CIP 2MG Elevated Storage	
115-8900-50-00	\$68,000 \$38,789	Budget Transfer to 871 for Dickson Design and Glen Cove wall change order from Street Maintenance Fund	871-7995-00-00
112-6108-45-00	\$12,500	Community Integrity Reclass	Fund Balance
112-6630-55-00	\$50,000	Tarzan Boat – Parks	112-5709-00-00
112-6203-08-00	\$210,000	Sales Tax Refunds – Accounting Accrual Entry	Liability
112-8995-30-00	\$6,396	Transfer to Equipment Replacement Fund - Police	112-5714-00-00
112-8995-55-00	\$6,429	Transfer to Equipment Replacement Fund - Parks	112-5714-00-00

112-6148-08-00	\$45,000	Unemployment Benefit Cost increase – All Depts.	112-5675-00-00
112-6143-08-00	\$30,000	Worker Compensation Costs – All Depts.	112-5675-00-00
112-6322-03-00	\$10,000	Group Benefits – Admin	112-5675-00-00
112-6277-03-00	\$15,000	Recruitment Costs	Fund Balance
112-6278-03-00	\$15,000	Organizational Development and Training	Fund Balance
112-6211-07-00	\$10,000	Prosecutor/ City Attorney Fees	112-5511-00-00
112-6241-50-00	\$10,000	Streets Vehicle Maintenance	112-5718-00-00
112-6336-08-00	\$70,000	Bank Fees/ CC Charges: Parks, Development	112-5226-00-00
112-6241-55-00	\$10,000	Vehicle Maintenance Parks	112-5718-00-00
112-6108-58-00	\$60,000	Fire Department - Personnel/ Retirement	Fund Balance
112-6232-08-00	\$15,000	Advertising – DMN	Fund Balance
112-6214-10-00	\$20,000	Professional Services	Fund Balance
112-6363-56-00	\$25,000	Senior Citizen Trip- offset	112-5625-00-00
112-6214-10-00	\$25,000	Professional Fees – Planning	112-5228-00-00
113-6231-58-03	\$1,000	Beach Bash Expenses	113-5343-00-10
113-6231-58-06	\$2,500	Paddlefest	113-5343-00-10
113-6231-58-10	\$2,600	July Jubilee	113-5343-00-10

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING

DATE: September 20, 2016

The Resolution accepting the petition, setting the date for a public hearing, and directing publication and mailing of notice

PROJECT: **Rudman Resolution #09201601 authorizing a public hearing for the creation of a Rudman Public Improvement District (PID)**

DESCRIPTION: The Town has an approved development agreement on the Rudman Tract to develop the approximate 145.877 acre tract. As part of that development agreement it proposed the creation of a Public Improvement District (PID) to fund certain public improvements within the district. This resolution accepts the petition from the proposed district, sets a public hearing, and notice of that public hearing on the creation of a PID.

COST: N/A

FUNDING: N/A

SCHEDULE: Public Hearing on the creation of a PID would be set with this resolution to be on October 18th, 2016

RECOMMENDED ACTION: **Staff recommends Council adopt Resolution #09201601 accepting the petition for the creation of the PID, authorizing a public hearing for the creation of a Public Improvement District, and sending out a notice of said hearing and authorize the Town Mayor to execute for the same.**

TOWN CONTACT: Jason W. Laumer, P.E.
Director of Development Services
JLaumer@littleelm.org
(214) 975-0473

ATTACHMENTS: 1. Resolution #09201601

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. 09201601

A RESOLUTION SETTING A PUBLIC HEARING UNDER SEC. 372.009 OF THE TEXAS LOCAL GOVERNMENT CODE FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE TOWN OF LITTLE ELM, TEXAS; AND AUTHORIZING THE ISSUANCE OF NOTICE BY THE TOWN SECRETARY OF LITTLE ELM, TEXAS REGARDING THE PUBLIC HEARING

WHEREAS, The Town of Little Elm, Texas (the “Town”), is authorized under Chapter 372 of the Texas Local Government Code (the “Act”), to create a public improvement district within its extraterritorial jurisdiction (“ETJ”); and

WHEREAS, on July 15, 2016, The Rudman Partnership, Ltd., a Texas limited partnership, MER Energy, Ltd., a Texas limited partnership, The Rudman Family Trust, and Phase 16 Investments, LP, a Texas limited partnership, the owners of approximately 146 acres within the extraterritorial jurisdiction of the Town of Little Elm (collectively, the “Petitioner”), submitted and filed with the Town Secretary of Little Elm a petition (“Petition”), attached as **Exhibit A**, requesting the establishment of a public improvement district for property within the ETJ of Little Elm; and

WHEREAS, the Town Council of Little Elm wishes to hold a public hearing in accordance with Section 372.009 of the Act regarding the establishment of a public improvement district in the Town in accordance with the Petition; and

WHEREAS, in order to hold a public hearing for the creation of a public improvement district, notice must be given in a newspaper of general circulation in the municipality before the 15th day before the date of the hearing, and written notice must be mailed to the current address of each owner, as reflected on the tax rolls, of property that would be subject to assessment under the proposed public improvement district; and

WHEREAS, both newspaper notice and mailed notice must contain the information required for notice as provided for in Section 372.009 of the Act; and

WHEREAS, the Town Council of Little Elm has determined to hold a public hearing on September 6, 2016 on the creation of a public improvement district; and

WHEREAS, the Town Council finds that the passage of this Resolution is in the best interest of the citizens of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL:

Section 1: That a public hearing is hereby called for October 18, 2016, at 6:00 p.m. at Little Elm Town Hall, 100 W. Eldorado Pkwy, Little Elm, Texas 75068, for the purpose of hearing public testimony with respect to the creation of a public improvement district.

Section 2: At such time and place the Town Council of Little Elm will hear testimony regarding the creation of the proposed public improvement district and consider the adoption of a resolution authorizing the creation of the public improvement district.

Section 3: Attached hereto as **Exhibit A** is the Petition for the Creation of a Public Improvement District within the Extraterritorial Jurisdiction of the Town of Little Elm, Texas for the Rudman Tract Public Improvement District.

Section 4: Attached here to as **Exhibit B** is a form of the Notice of Public Hearing (the "Notice") the form and substance of which is here by adopted and approved.

Section 5: Attached here to as **Exhibit C** is a legal description and depiction of the approximately 146 acres of property to be included in the proposed public improvement district.

Section 6: The Town Secretary is hereby authorized and directed to cause said Notice to be published in substantially the form attached hereto, in a newspaper of general circulation in the Town and to notify any affected landowners within the boundaries of the proposed public improvement district as required by law. The Town Secretary shall provide notice before the 15th day before the October 18, 2016, hearing.

Section 7: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

Section 8: This resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

PASSED AND APPROVED ON THIS 20th DAY OF September, 2016.

ATTEST:

David Hillock, Mayor

Kathy Phillips, Town Secretary

Matt Mueller, Town Manager

APPROVED AS TO FORM:

Robert Brown, Town Attorney

EXHIBIT A
PID PETITION

**PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT
WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE TOWN OF LITTLE
ELM, TEXAS, FOR THE RUDMAN TRACT PUBLIC IMPROVEMENT DISTRICT**

This petition (the "Petition") is submitted and filed with the Town Secretary of the Town of Little Elm, Texas (the "Town"), by The Rudman Partnership, Ltd., a Texas limited partnership, MER Energy, Ltd., a Texas limited partnership, The Rudman Family Trust, and Phase 16 Investments, LP, a Texas limited partnership (collectively, the "Owner") acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), requesting that the Town create a public improvement district (the "District"), to include property owned by the Owner and located wholly within the extraterritorial jurisdiction of the Town (the "Property"), more particularly described by a metes and bounds description in *Exhibit A* and depicted in *Exhibit B*. In support of this petition the Owner would present the following:

Section 1. General Nature of the Authorized Improvements. The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Act that are necessary for the development of the Property, which public improvements will include (collectively, the "Authorized Improvements"): landscaping, entryway features, water, wastewater, sidewalks, streets, roadways, off-street parking, drainage system improvements, trails, parks and open space; similar off-site projects that provide a benefit to the property within the District; special supplemental services for the improvement and promotion of the district; payment of costs associated with operating and maintaining the public improvements listed above; and payment of expenses incurred in the establishment, administration, and operation of the District. These Authorized Improvements shall promote the interests of the Town and confer a special benefit upon the Property.

Section 2. Estimated Cost of the Authorized Improvements. The Owner estimates that the cost to design, acquire, and construct the Authorized Improvements is \$19,000,000.00.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property.

Section 4. Proposed Method of Assessment.

The Town shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

Section 5. Proposed Apportionment of Costs between the District and the Town.

The Town will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the public improvement district property. No municipal property in the public improvement district shall be assessed. The Owner may also pay certain costs of the improvements from other funds available to the Owner.

Section 6. Management of the District.

The Owner proposes that the District be managed by the Town, with the assistance of a consultant, who shall, from time to time, advise the Town regarding certain operations of the District.

Section 7. Owner Requests Establishment of the District. The person(s) signing this Petition request the establishment of the District.

Section 8. Advisory Board.

The Owner proposes that the District be established and managed without the creation of an advisory board. If an advisory board is created, the Owner requests that a representative of the Owner be appointed to the advisory board.

Section 9. Landowner(s).

This petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

This Petition is hereby filed with the Town Secretary of the Town, or other officer performing the functions of the municipal secretary, in support of the creation of the District by the Town Council of the Town as herein provided. The undersigned request that the Town Council of the Town call a public hearing on the advisability of the Public Improvements, give notice thereof as provided by law and grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Owner may show itself to be entitled.

RESPECTFULLY SUBMITTED, on this the ____ day of _____, 2016.

OWNER:

The Rudman Partnership, Ltd.,
a Texas limited partnership

By: Rudman Legacy Co., LLC, Co-General Partner

By: Ira W. Silverman
Ira W. Silverman, Vice President

By: Rudman Heritage Co., LLC, Co-General Partner

By: Michael Rudman, Manager

By: William C. Herndon
William C. Herndon, Attorney-in-Fact

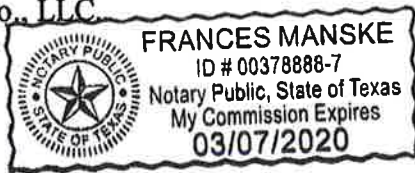
STATE OF TEXAS

COUNTY OF

Dallas

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On the 16th day of June, 2016, this instrument was acknowledged before me by William C. Herndon, as Attorney-in-Fact on behalf of Michael Rudman, as Manager of Rudman Heritage Co., LLC.



Frances Manske
Notary Public in and for the State of Texas

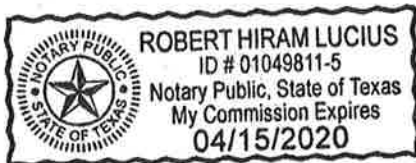
STATE OF TEXAS

COUNTY OF

Dallas

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On the 15th day of June, 2016, this instrument was acknowledged before me by Ira W. Silverman, as Vice President of Rudman Legacy Co., LLC.



Robert Hiram Lucius
Notary Public in and for the State of Texas

MER Energy, Ltd.,
a Texas limited partnership

By: Rudco LLC, General Partner

By: William C. Herndon 
William C. Herndon, Vice-President

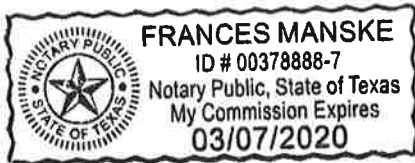
STATE OF TEXAS

COUNTY OF

Dallas

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This instrument was acknowledged before me on the 16th day of June, 2016, by William C. Herndon, Vice-President of MER Energy, Ltd., a Texas limited partnership, on behalf of said partnership.



Frances Manske
Notary Public in and for the State of Texas

The Rudman Family Trust

By: 
Ira W. Silverman, Co-Trustee

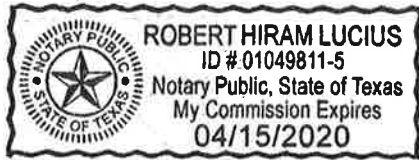


STATE OF TEXAS

COUNTY OF Dallas

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This instrument was acknowledged before me on the 15th day of June, 2016, by Ira W. Silverman, as Co-Trustee of The Rudman Family Trust.




Notary Public in and for the State of Texas

Phase 16 Investments, LP,
a Texas limited partnership

By: TMLLC 14, LLC,
a Texas limited liability company,
its general partner

By: 
Kim Schwimmer, Chief Manager

STATE OF TEXAS

COUNTY OF Collins

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This instrument was acknowledged before me on the 14th day of June, 2016, by Kim Schwimmer, as Chief Manager of Phase 16 Investments, L.P.




Notary Public in and for the State of Texas

EXHIBIT A
LEGAL DESCRIPTION

TRACT 1:

BEING a tract of land situated in the Marsella Jones survey, Abstract No.662, Denton County, Texas and being a portion the following:

A called 191.944 acre tract of land described in a Deed as proportionate interests to Alvrone Sater (5.6%), M.B. Rudman (25%), Alvrone Sater, as Trustee of Alvrone Sater Trust No. 3 (25%), Rose Rudman, as Trustee for Alvrone Sater (16.8%) and M.B. Rudman (22.4%) under will of I. Rudman, and Mike Rudman (5.2%), as recorded in volume 986, page 332, Deed Records of Denton County, Texas;

A called 191.944 acre tract of land described in a Conveyance, Assignment and Deed to the Rudman Partnership, as recorded in Volume 2844, Page 42, Deed Records of Denton County, Texas;

A called 191.944 acre tract of land described in a Deed as proportionate interests to the Rudman Partnership (56.057384%) and M.B. Rudman Trust (43.942616%), as recorded in Volume 4053, Page 341, Deed Records of Denton County, Texas;

A called 191.944 acre tract of land described in a Conveyance, Assignment and Deed as proportionate interest to MER Energy, Ltd, as recorded in Instrument Nos. 2011-110535 and 2013-14336, Official Records of Denton County, Texas;

A called 191.944 acre tract of land described in a Conveyance, Assignment and Deed to Rudman Family Trust, as recorded in Instrument No. 2012-28916, Official Records of Denton County, Texas;

A called 0.324 acre tract of land described in a Special Warranty Deed to Mustang Water Supply Corporation, as recorded in Volume 4267, Page 634, Deed Records of Denton County, Texas;

A called 17.44 acre tract of land described in a General Warranty Deed to Phase 16 Investments, LP, as recorded in Instrument No. 2010-25270, Official Records of Denton County, Texas;

and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod with yellow cap stamped "JE Smith 3700" found on the east right-of-way line of F.M. 720, a variable width right-of-way, for the southwest corner of a called 23.7591 acre tract of land described in a deed to Water Supply Corporation, as recorded in Instrument No. 98-8954, Official Records of Denton County, Texas, common to the northwest corner of a called 5.84 acre tract of land described in a deed to E.F. Bates, F.P. McReynolds, S.F. Taylor, A.W. Bush, and B.F. Taylor, as recorded in Volume Q, Page 103, Deed Records of Denton County, Texas, and the most northerly corner of a called 13.325 acre tract of land described in a deed to Donald R. Cooper and Susan Cooper, as recorded in Instrument No. 00-64312, Official Records of Denton County, Texas;

THENCE North 87°40'56" East, departing the east right-of-way line of said F.M. 720, over and across said 23.7591 acre tract, a distance of 571.24 feet to a 5/8 inch iron rod with a cap stamped "KHA" set for an interior corner of said 23.7591 acre tract, common to the northwest corner of said 191.944 acre tract, and for the **POINT OF BEGINNING** of the herein described tract;

THENCE South 87°55'43" East, along the south line of said 23.7591 acre tract, the south line of a called 5.18 acre tract of land described in a deed to Upper Trinity Regional Water District, as recorded in Instrument No. 00-74655, Official Records of Denton County, Texas, the south line of a called 138.768 acre tract of land described to Spiritas Ranch Enterprise, as recorded in Volume 998, Page 670, Deed

Records of Denton County, Texas, and the north line of said 191.944 acre tract, a distance of 3,895.82 feet (called 3,893.50 feet) to a brass disk found for the northeast corner of said called 191.944 acre tract, being on the monumented west line of Lake Lewisville;

THENCE along the monumented west line of said Lake Lewisville and the east line of said 191.944 acre tract, the following courses and distances:

South 17°05'40" East, a distance of 215.00 feet to a brass disk found for corner;

North 81°37'40" West, distance of 764.60 feet to a brass disk found for corner;

South 70°51'20" West, a distance of 626.00 feet to a brass disk found for corner;

South 19°08'40" East, a distance of 172.70 feet to a brass disk found for corner;

South 78°12'40" East, a distance of 433.70 feet (called 433.10 feet) to a brass disk found for corner;

North 87°50'08" East, a distance of 198.36 feet (called 198.6 feet) to a brass disk found for corner;

South 06°29'40" East, a distance of 519.00 feet to a brass disk found for corner;

South 38°20'20" West, a distance of 230.80 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 10°43'40" East, a distance of 385.92 feet (called 385.00 feet) to a brass disk found for corner;

North 47°32'13" East, a distance of 626.11 feet (called 627.10 feet) to a brass disk found for corner;

South 33°27'47" East, a distance of 200.76 feet (called 200.00 feet) to a brass disk found for corner;

South 28°27'13" West, a distance of 533.15 feet to a point for an exterior corner of said 191.944 acre tract, being on the north line of a called 4.033 acre tract of land described in a deed to Joseph F. Schwegmann, as recorded in Volume 502, Page 623, Deed Records of Denton County, Texas;

THENCE North 85°32'40" West, departing the monumented west line of said Lake Lewisville, along the north line of said 4.033 acre tract, the south line of said 191.944 acre tract, and crossing Lloyd's Road, an undefined width public road dedicated in the Order of Commissioner's Court & Plat of Denton County, Texas No. 2044, dated April 17, 1950, a distance of 487.54 feet to a point generally in said Lloyd's Road;

THENCE North 02°37'37" East, generally along said Lloyd's Road and crossing said 191.944 acre tract, a distance of 223.52 feet to a point at the beginning of a tangent curve to the left;

THENCE in a northwesterly direction, continuing across said 191.944 acre tract and generally along said Lloyd's Road, with said curve to the left, having a radius of 100.00 feet, a delta angle of 42°04'51", an arc distance of 73.45 feet, and a chord bearing North 18°24'49" West, a distance of 71.81 feet to a point for corner at the end of said curve on the east line of a called 57.263 acre tract of land described in a deed to Stevan A. Hammond, as recorded in Instrument No. 2008-122099, Official Records of Denton County, Texas, and the west line of said 191.944 acre tract;

THENCE North 01°49'14" East, departing said Lloyd's Road, along the east line of said 57.263 acre tract and the west line of said 191.944 acre tract, a distance of 41.95 feet to a 5/8 inch iron rod found for the northeast corner of said 57.263 acre tract, same being an interior corner of said 191.944 acre tract;

THENCE South 87°21'25" West, along the north line of said 57.263 acre tract, the south line of said 191.944 acre tract, and generally along Lloyd's Road, a distance of 761.99 feet (called 755.55 feet) a 5/8 inch iron rod found for the northwest corner of said 57.263 acre tract, same being an interior corner of said 191.944 acre tract;

THENCE South 01°27'14" West, along the west line of said 57.263 acre tract and the east line of said 191.944 acre tract, and crossing said Lloyd's Road, a distance of 3.85 feet to a point for corner;

THENCE departing the west line of said 57.263 acre tract and the east line of said 191.944 acre tract, and crossing said 191.944 acre tract, the following courses:

South 87°10'46" West, generally along said Lloyd's Road, a distance of 118.43 feet to a point at the beginning of a non-tangent curve to the right;

In a southwesterly direction, generally along said Lloyd's Road and with said curve to the right, having a radius of 795.15 feet, a delta angle of 04°37'07", an arc distance of 64.10 feet, and a chord bearing South 89°27'33" West, a distance of 64.08 feet to a point for corner at the end of said curve;

North 88°13'54" West, generally along said Lloyd's Road, a distance of 164.62 feet to a point at the beginning of a non-tangent curve to the left;

In a southwesterly direction and departing said Lloyd's Road, with said curve to the left, having a radius of 599.52 feet, a delta angle of 27°05'45", an arc distance of 283.52 feet, and a chord bearing South 78°14'11" West, a distance of 280.89 feet to a point for corner at the end of said curve;

South 64°41'17" West, a distance of 424.87 feet to a point for corner;

South 81°36'41" West, a distance of 116.17 feet to a point at the beginning of a tangent curve to the right;

In a northwesterly direction, with said curve to the right, having a radius of 453.06 feet, a delta angle of 32°18'19", an arc distance of 255.45 feet, and a chord bearing North 82°14'10" West, a distance of 252.08 feet to a point for corner at the end of said curve;

North 66°05'00" West, a distance of 191.55 feet to a point at the beginning of a tangent curve to the left;

In a northwesterly direction and crossing said Lloyd's Road, with said curve to the left, having a radius of 799.84 feet, a delta angle of 39°21'49", an arc distance of 549.51 feet, and a chord bearing North 85°45'48" West, a distance of 538.77 feet to a point for corner at the end of said curve;

South 74°33'18" West, continuing across said Lloyd's Road, a distance of 340.57 feet to a point for corner on the west line of said 191.944 acre tract;

THENCE North 02°39'44" East, along the west line of said 191.944 acre tract and continuing across said Lloyd's Road, a distance of 23.24 feet to a wooden fence corner post found at the southeast corner of aforesaid 17.44 acre tract, same being on the occupied northerly right of way line of said Lloyds Road, from which a 1/2 inch iron rod found for witness bears South 22°42' East, 0.88 feet;

THENCE South 74°35'00" West, along the southerly line of said 17.44 acre tract, the occupied northerly right of way line of said Lloyds Road and generally along a barbed wire fence, a distance of 955.82 feet to an aluminum TXDoT right of way monument found for the most easterly corner of a called Parcel 12, conveyed to the State of Texas, as evidenced in a Deed, recorded in Instrument No. 2015-141415 of the Official Records of Denton County, Texas, same being the point of curvature of a non-tangent curve to the right,

THENCE in a westerly direction, departing the southerly line of said 17.44 acre tract, the northerly right of way line of said Lloyds Road, along the southernmost, northerly line of said Parcel 12, and along the arc of said curve to the right, through a central angle of 41°21'19", having a radius of 275.00 feet, a chord bearing of North 82°22'42" West, a chord distance of 194.21 feet and an arc length of 198.49 feet to an aluminum TXDoT right of way monument found for the end of said curve, same being the southerly corner of a visibility clip on the easterly right of way line of aforesaid F. M. 720;

THENCE North 16°39'27" West, continuing along the southernmost, northerly line of said Parcel 12 and along the visibility clip on the easterly right of way line of said F. M. 720, a distance of 18.60 feet to an aluminum TXDoT right of way monument found for the point of curvature of a non-tangent curve to the left;

THENCE in a northerly direction, along the easterly line of said Parcel 12 and the easterly right of way line of said F. M. 720, the following:

Along the arc of said curve to the left, through a central angle of 09°07'06", having a radius of 1,517.39 feet, a chord bearing of North 22°57'30" East, a chord distance of 241.23 feet and an arc length of 241.48 feet to an aluminum TXDoT right of way monument found for the end of said curve;

North 18°23'25" East, a distance of 690.20 feet to an aluminum TXDoT right of way monument found for the northeast corner of said Parcel 12, and being on the northerly line of said 17.44 acre tract, same being on the southerly line of aforesaid 13.325 acre tract;

THENCE South 71°40'03" East, departing the easterly right of way line of said F. M. 720, along the northerly line of said 17.44 acre tract and the southerly line of said 13.325 acre tract, a distance of 291.44 feet to a 1/2-inch iron rod with a yellow plastic cap, stamped "JE SMITH 3700", found for a corner;

THENCE South 87°20'56" East, continuing along the northerly line of said 17.44 acre tract and the southerly line of said 13.325 acre tract, a distance of 556.89 feet to the northeast corner of said 17.44 acre tract and the southeast corner of said 13.325 acre tract, same being on the westerly line of aforesaid 191.944 acre tract, from which, a found 1/2-inch iron rod with a yellow plastic cap, stamped "JE SMITH 3700", bears North 87°20' West, 0.64 feet;

THENCE North 02°39'44" East, along the east line of said 13.325 acre tract, along the east line of aforesaid 5.84 acre tract, and along the west line of said 191.944 acre tract, a distance of 1,217.33 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE North 08°26'00" West, continuing along the east line of said 5.84 acre tract, along the east line of aforesaid 23.7591 acre tract, and the west line of said 191.944 acre tract, a distance of 50.30 feet to the **POINT OF BEGINNING**, and containing 145.818 acres (6,351,832 square feet) of land, more or less.

TRACT 2

BEING a tract of land situated in the Marsella Jones survey, Abstract No.662, Denton County, Texas and being a portion of a called 17.44 acre tract of land described in a General Warranty Deed to Phase 16 Investments, LP, as recorded in Instrument No. 2010-25270, Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at an aluminum TXDoT right of way monument found for the southernmost, southeast corner of a called Parcel 12, conveyed to the State of Texas, as evidenced in a Deed, recorded in Instrument No. 2015-141415 of the Official Records of Denton County, Texas, same being on the southerly line of said 17.44 acre tract, and being the intersection of the occupied northerly right of way line of Lloyds Road with the easterly right of way line of F. M. 720, a variable width right of way;

THENCE North 31°22'36" East, departing the southerly line of said 17.44 acre tract, along the easterly line of said Parcel 12 and along the easterly right of way line of said F. M. 720, a distance of 32.38 feet to an aluminum TXDoT right of way monument found for the point of curvature of a curve to the left;

THENCE in a northerly direction, continuing along the easterly line of said Parcel 12, the easterly right of way line of said F. M. 720, and along the arc of said curve to the left, through a central angle of 00°59'11", having a radius of 1517.39 feet, a chord bearing of North 30°53'01" East, a chord distance of 26.13 feet and an arc length of 26.13 feet to an aluminum TXDoT right of way monument found for the westerly corner of a visibility clip;

THENCE North 75°09'22" East, departing the easterly right of way line of said F. M. 720, along a southerly line of said Parcel 12 and along said visibility clip, a distance of 18.88 feet to an aluminum TXDoT right of way monument found for the easterly corner of said visibility clip, same being the point of curvature of a non-tangent curve to the left;

THENCE in an easterly direction, continuing along the southerly line of said Parcel 12, and along the arc of said curve to the left, through a central angle of 11°28'37", having a radius of 325.00 feet, a chord bearing of South 67°23'48" East, a chord distance of 64.99 feet and an arc length of 65.10 feet to an aluminum TXDoT right of way monument found for the end of said curve, same being on the southerly line of said 17.44 acre tract, same being on the occupied northerly right of way line of aforesaid Lloyds Road;

THENCE South 74°35'00" West, along the southerly line of said 17.44 acre tract, the occupied northerly right of way line of said Lloyds Road and generally along a barbed wire fence, a distance of 112.57 feet to the **POINT OF BEGINNING** and containing 0.059 acre (2,561 square feet) of land, more or less.

EXHIBIT B
PROPERTY DEPICTION

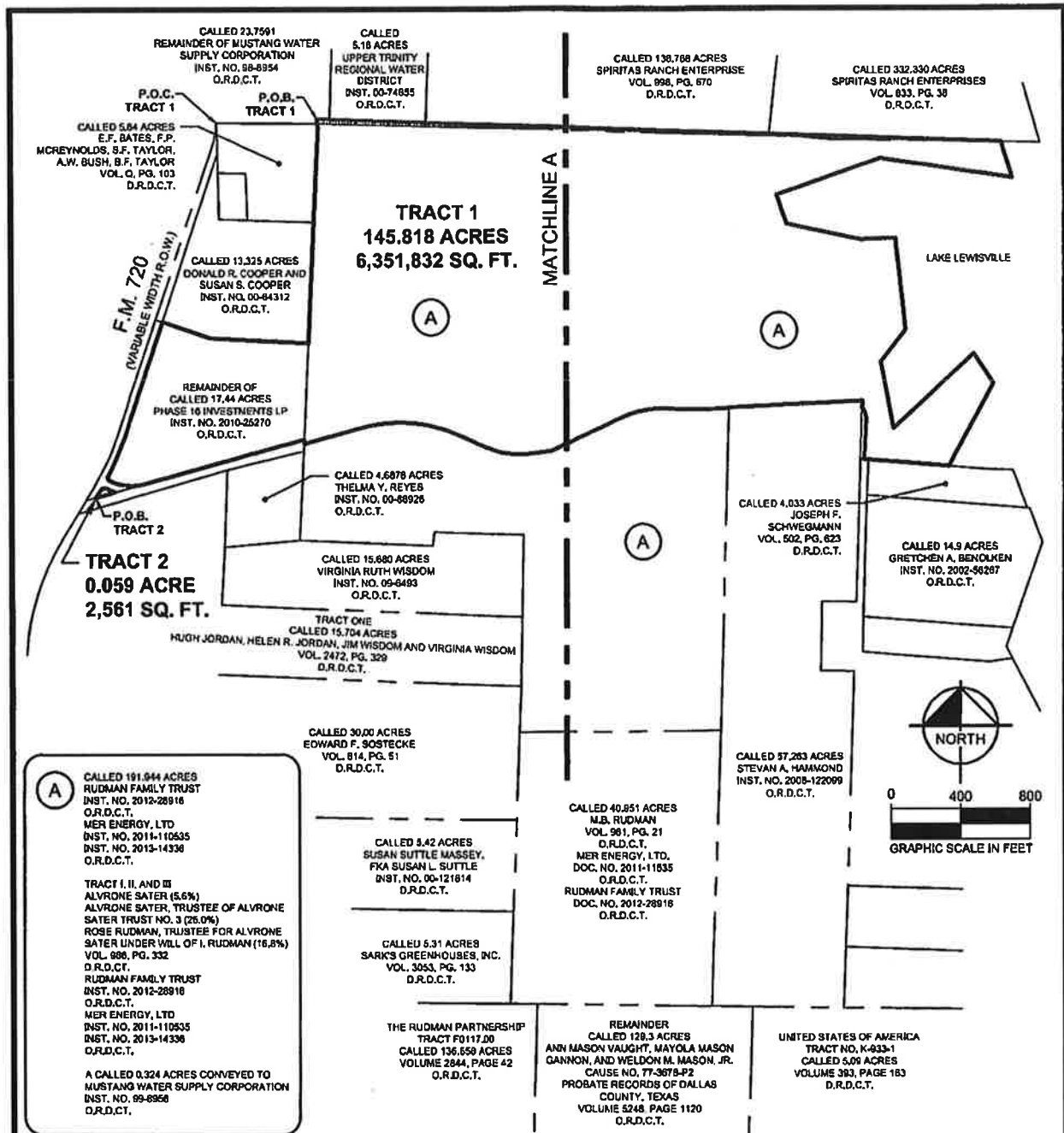


EXHIBIT A
PROPERTY DESCRIPTION
MARSELLA JONES SURVEY,
ABSTRACT NO. 662
DENTON COUNTY, TEXAS

Kimley»Horn

5750 Genesis Court, Suite 200
Frisco, Texas 75034

FIRM # 10193822

Tel. No. (972) 335-3580
Fax No. (972) 335-3779

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EXHIBIT B

NOTICE

TOWN OF LITTLE ELM, TEXAS NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended (the “Act”), notice is hereby given that the Town Council of the Town of Little Elm, Texas (the “Town”), will hold a public hearing to accept public comments and discuss the petition (the “Petition”), filed by The Rudman Partnership, Ltd., MER Energy, Ltd., The Rudman Family Trust, and Phase 16 Investments, LP (collectively, the “Petitioner”), requesting that the Town create a public improvement district (the “District”) to include property owned by the Petitioner.

Time and Place of the Hearing. The public hearing will start at 6:00 p.m. October 18, 2016, at Little Elm Town Hall, 100 W. Eldorado Pkwy, Little Elm, Texas 75068.

General Nature of the Proposed Authorized Improvements. The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Act that are necessary for the development of the Property, which public improvements will include (collectively, the “Authorized Improvements”): landscaping, entryway features, water, wastewater, sidewalks, streets, roadways, off-street parking, drainage system improvements, trails, parks and open space; similar off-site projects that provide a benefit to the property within the District; special supplemental services for the improvement and promotion of the District; payment of costs associated with operating and maintaining the public improvements listed above; and payment of expenses incurred in the establishment, administration, and operation of the District. These Authorized Improvements shall promote the interests of the Town and confer a special benefit upon the Property.

Estimated Cost of the Authorized Improvements. The Petitioner estimates that the cost to design, acquire, and construct the Authorized Improvements, together with bond issuance costs, legal and financial fees, credit enhancement costs and costs incurred in the establishment, administration, and operation of the District is \$19,000,000.00.

Proposed District Boundaries. The District is proposed to include approximately 146 acres of land generally located North of Lloyds Road and East of FM 720 and within the extraterritorial jurisdiction of the Town, as more particularly described by a metes and bounds description available at Little Elm Town Hall and available for public inspection.

Proposed Method of Assessment. The Town shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal) without penalty, and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

Proposed Apportionment of Cost between the District and the Town. The Town will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the public improvement district property, and possible tax increment reinvestment zone revenue. No

Resolution No. 09201601

municipal property in the public improvement district shall be assessed. Petitioner may also pay certain costs of the improvements from other funds available to the Petitioner.

EXHIBIT C

LEGAL DESCRIPTION AND PROPERTY DEPICTION

EXHIBIT A
LEGAL DESCRIPTION

TRACT 1:

BEING a tract of land situated in the Marsella Jones survey, Abstract No.662, Denton County, Texas and being a portion the following:

A called 191.944 acre tract of land described in a Deed as proportionate interests to Alvrone Sater (5.6%), M.B. Rudman (25%), Alvrone Sater, as Trustee of Alvrone Sater Trust No. 3 (25%), Rose Rudman, as Trustee for Alvrone Sater (16.8%) and M.B. Rudman (22.4%) under will of I. Rudman, and Mike Rudman (5.2%), as recorded in volume 986, page 332, Deed Records of Denton County, Texas;

A called 191.944 acre tract of land described in a Conveyance, Assignment and Deed to the Rudman Partnership, as recorded in Volume 2844, Page 42, Deed Records of Denton County, Texas;

A called 191.944 acre tract of land described in a Deed as proportionate interests to the Rudman Partnership (56.057384%) and M.B. Rudman Trust (43.942616%), as recorded in Volume 4053, Page 341, Deed Records of Denton County, Texas;

A called 191.944 acre tract of land described in a Conveyance, Assignment and Deed as proportionate interest to MER Energy, Ltd, as recorded in Instrument Nos. 2011-110535 and 2013-14336, Official Records of Denton County, Texas;

A called 191.944 acre tract of land described in a Conveyance, Assignment and Deed to Rudman Family Trust, as recorded in Instrument No. 2012-28916, Official Records of Denton County, Texas;

A called 0.324 acre tract of land described in a Special Warranty Deed to Mustang Water Supply Corporation, as recorded in Volume 4267, Page 634, Deed Records of Denton County, Texas;

A called 17.44 acre tract of land described in a General Warranty Deed to Phase 16 Investments, LP, as recorded in Instrument No. 2010-25270, Official Records of Denton County, Texas;

and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod with yellow cap stamped "JE Smith 3700" found on the east right-of-way line of F.M. 720, a variable width right-of-way, for the southwest corner of a called 23.7591 acre tract of land described in a deed to Water Supply Corporation, as recorded in Instrument No. 98-8954, Official Records of Denton County, Texas, common to the northwest corner of a called 5.84 acre tract of land described in a deed to E.F. Bates, F.P. McReynolds, S.F. Taylor, A.W. Bush, and B.F. Taylor, as recorded in Volume Q, Page 103, Deed Records of Denton County, Texas, and the most northerly corner of a called 13.325 acre tract of land described in a deed to Donald R. Cooper and Susan Cooper, as recorded in Instrument No. 00-64312, Official Records of Denton County, Texas;

THENCE North 87°40'56" East, departing the east right-of-way line of said F.M. 720, over and across said 23.7591 acre tract, a distance of 571.24 feet to a 5/8 inch iron rod with a cap stamped "KHA" set for an interior corner of said 23.7591 acre tract, common to the northwest corner of said 191.944 acre tract, and for the **POINT OF BEGINNING** of the herein described tract;

THENCE South 87°55'43" East, along the south line of said 23.7591 acre tract, the south line of a called 5.18 acre tract of land described in a deed to Upper Trinity Regional Water District, as recorded in Instrument No. 00-74655, Official Records of Denton County, Texas, the south line of a called 138.768 acre tract of land described to Spiritas Ranch Enterprise, as recorded in Volume 998, Page 670, Deed

Records of Denton County, Texas, and the north line of said 191.944 acre tract, a distance of 3,895.82 feet (called 3,893.50 feet) to a brass disk found for the northeast corner of said called 191.944 acre tract, being on the monumented west line of Lake Lewisville;

THENCE along the monumented west line of said Lake Lewisville and the east line of said 191.944 acre tract, the following courses and distances:

South 17°05'40" East, a distance of 215.00 feet to a brass disk found for corner;

North 81°37'40" West, distance of 764.60 feet to a brass disk found for corner;

South 70°51'20" West, a distance of 626.00 feet to a brass disk found for corner;

South 19°08'40" East, a distance of 172.70 feet to a brass disk found for corner;

South 78°12'40" East, a distance of 433.70 feet (called 433.10 feet) to a brass disk found for corner;

North 87°50'08" East, a distance of 198.36 feet (called 198.6 feet) to a brass disk found for corner;

South 06°29'40" East, a distance of 519.00 feet to a brass disk found for corner;

South 38°20'20" West, a distance of 230.80 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 10°43'40" East, a distance of 385.92 feet (called 385.00 feet) to a brass disk found for corner;

North 47°32'13" East, a distance of 626.11 feet (called 627.10 feet) to a brass disk found for corner;

South 33°27'47" East, a distance of 200.76 feet (called 200.00 feet) to a brass disk found for corner;

South 28°27'13" West, a distance of 533.15 feet to a point for an exterior corner of said 191.944 acre tract, being on the north line of a called 4.033 acre tract of land described in a deed to Joseph F. Schwegmann, as recorded in Volume 502, Page 623, Deed Records of Denton County, Texas;

THENCE North 85°32'40" West, departing the monumented west line of said Lake Lewisville, along the north line of said 4.033 acre tract, the south line of said 191.944 acre tract, and crossing Lloyd's Road, an undefined width public road dedicated in the Order of Commissioner's Court & Plat of Denton County, Texas No. 2044, dated April 17, 1950, a distance of 487.54 feet to a point generally in said Lloyd's Road;

THENCE North 02°37'37" East, generally along said Lloyd's Road and crossing said 191.944 acre tract, a distance of 223.52 feet to a point at the beginning of a tangent curve to the left;

THENCE in a northwesterly direction, continuing across said 191.944 acre tract and generally along said Lloyd's Road, with said curve to the left, having a radius of 100.00 feet, a delta angle of 42°04'51", an arc distance of 73.45 feet, and a chord bearing North 18°24'49" West, a distance of 71.81 feet to a point for corner at the end of said curve on the east line of a called 57.263 acre tract of land described in a deed to Stevan A. Hammond, as recorded in Instrument No. 2008-122099, Official Records of Denton County, Texas, and the west line of said 191.944 acre tract;

THENCE North 01°49'14" East, departing said Lloyd's Road, along the east line of said 57.263 acre tract and the west line of said 191.944 acre tract, a distance of 41.95 feet to a 5/8 inch iron rod found for the northeast corner of said 57.263 acre tract, same being an interior corner of said 191.944 acre tract;

THENCE South 87°21'25" West, along the north line of said 57.263 acre tract, the south line of said 191.944 acre tract, and generally along Lloyd's Road, a distance of 761.99 feet (called 755.55 feet) a 5/8 inch iron rod found for the northwest corner of said 57.263 acre tract, same being an interior corner of said 191.944 acre tract;

THENCE South 01°27'14" West, along the west line of said 57.263 acre tract and the east line of said 191.944 acre tract, and crossing said Lloyd's Road, a distance of 3.85 feet to a point for corner;

THENCE departing the west line of said 57.263 acre tract and the east line of said 191.944 acre tract, and crossing said 191.944 acre tract, the following courses:

South 87°10'46" West, generally along said Lloyd's Road, a distance of 118.43 feet to a point at the beginning of a non-tangent curve to the right;

In a southwesterly direction, generally along said Lloyd's Road and with said curve to the right, having a radius of 795.15 feet, a delta angle of 04°37'07", an arc distance of 64.10 feet, and a chord bearing South 89°27'33" West, a distance of 64.08 feet to a point for corner at the end of said curve;

North 88°13'54" West, generally along said Lloyd's Road, a distance of 164.62 feet to a point at the beginning of a non-tangent curve to the left;

In a southwesterly direction and departing said Lloyd's Road, with said curve to the left, having a radius of 599.52 feet, a delta angle of 27°05'45", an arc distance of 283.52 feet, and a chord bearing South 78°14'11" West, a distance of 280.89 feet to a point for corner at the end of said curve;

South 64°41'17" West, a distance of 424.87 feet to a point for corner;

South 81°36'41" West, a distance of 116.17 feet to a point at the beginning of a tangent curve to the right;

In a northwesterly direction, with said curve to the right, having a radius of 453.06 feet, a delta angle of 32°18'19", an arc distance of 255.45 feet, and a chord bearing North 82°14'10" West, a distance of 252.08 feet to a point for corner at the end of said curve;

North 66°05'00" West, a distance of 191.55 feet to a point at the beginning of a tangent curve to the left;

In a northwesterly direction and crossing said Lloyd's Road, with said curve to the left, having a radius of 799.84 feet, a delta angle of 39°21'49", an arc distance of 549.51 feet, and a chord bearing North 85°45'48" West, a distance of 538.77 feet to a point for corner at the end of said curve;

South 74°33'18" West, continuing across said Lloyd's Road, a distance of 340.57 feet to a point for corner on the west line of said 191.944 acre tract;

THENCE North 02°39'44" East, along the west line of said 191.944 acre tract and continuing across said Lloyd's Road, a distance of 23.24 feet to a wooden fence corner post found at the southeast corner of aforesaid 17.44 acre tract, same being on the occupied northerly right of way line of said Lloyds Road, from which a 1/2 inch iron rod found for witness bears South 22°42' East, 0.88 feet;

THENCE South 74°35'00" West, along the southerly line of said 17.44 acre tract, the occupied northerly right of way line of said Lloyds Road and generally along a barbed wire fence, a distance of 955.82 feet to an aluminum TXDoT right of way monument found for the most easterly corner of a called Parcel 12, conveyed to the State of Texas, as evidenced in a Deed, recorded in Instrument No. 2015-141415 of the Official Records of Denton County, Texas, same being the point of curvature of a non-tangent curve to the right,

THENCE in a westerly direction, departing the southerly line of said 17.44 acre tract, the northerly right of way line of said Lloyds Road, along the southernmost, northerly line of said Parcel 12, and along the arc of said curve to the right, through a central angle of 41°21'19", having a radius of 275.00 feet, a chord bearing of North 82°22'42" West, a chord distance of 194.21 feet and an arc length of 198.49 feet to an aluminum TXDoT right of way monument found for the end of said curve, same being the southerly corner of a visibility clip on the easterly right of way line of aforesaid F. M. 720;

THENCE North 16°39'27" West, continuing along the southernmost, northerly line of said Parcel 12 and along the visibility clip on the easterly right of way line of said F. M. 720, a distance of 18.60 feet to an aluminum TXDoT right of way monument found for the point of curvature of a non-tangent curve to the left;

THENCE in a northerly direction, along the easterly line of said Parcel 12 and the easterly right of way line of said F. M. 720, the following:

Along the arc of said curve to the left, through a central angle of 09°07'06", having a radius of 1,517.39 feet, a chord bearing of North 22°57'30" East, a chord distance of 241.23 feet and an arc length of 241.48 feet to an aluminum TXDoT right of way monument found for the end of said curve;

North 18°23'25" East, a distance of 690.20 feet to an aluminum TXDoT right of way monument found for the northeast corner of said Parcel 12, and being on the northerly line of said 17.44 acre tract, same being on the southerly line of aforesaid 13.325 acre tract;

THENCE South 71°40'03" East, departing the easterly right of way line of said F. M. 720, along the northerly line of said 17.44 acre tract and the southerly line of said 13.325 acre tract, a distance of 291.44 feet to a 1/2-inch iron rod with a yellow plastic cap, stamped "JE SMITH 3700", found for a corner;

THENCE South 87°20'56" East, continuing along the northerly line of said 17.44 acre tract and the southerly line of said 13.325 acre tract, a distance of 556.89 feet to the northeast corner of said 17.44 acre tract and the southeast corner of said 13.325 acre tract, same being on the westerly line of aforesaid 191.944 acre tract, from which, a found 1/2-inch iron rod with a yellow plastic cap, stamped "JE SMITH 3700", bears North 87°20' West, 0.64 feet;

THENCE North 02°39'44" East, along the east line of said 13.325 acre tract, along the east line of aforesaid 5.84 acre tract, and along the west line of said 191.944 acre tract, a distance of 1,217.33 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE North 08°26'00" West, continuing along the east line of said 5.84 acre tract, along the east line of aforesaid 23.7591 acre tract, and the west line of said 191.944 acre tract, a distance of 50.30 feet to the **POINT OF BEGINNING**, and containing 145.818 acres (6,351,832 square feet) of land, more or less.

TRACT 2

BEING a tract of land situated in the Marsella Jones survey, Abstract No.662, Denton County, Texas and being a portion of a called 17.44 acre tract of land described in a General Warranty Deed to Phase 16 Investments, LP, as recorded in Instrument No. 2010-25270, Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at an aluminum TXDoT right of way monument found for the southernmost, southeast corner of a called Parcel 12, conveyed to the State of Texas, as evidenced in a Deed, recorded in Instrument No. 2015-141415 of the Official Records of Denton County, Texas, same being on the southerly line of said 17.44 acre tract, and being the intersection of the occupied northerly right of way line of Lloyds Road with the easterly right of way line of F. M. 720, a variable width right of way;

THENCE North 31°22'36" East, departing the southerly line of said 17.44 acre tract, along the easterly line of said Parcel 12 and along the easterly right of way line of said F. M. 720, a distance of 32.38 feet to an aluminum TXDoT right of way monument found for the point of curvature of a curve to the left;

THENCE in a northerly direction, continuing along the easterly line of said Parcel 12, the easterly right of way line of said F. M. 720, and along the arc of said curve to the left, through a central angle of 00°59'11", having a radius of 1517.39 feet, a chord bearing of North 30°53'01" East, a chord distance of 26.13 feet and an arc length of 26.13 feet to an aluminum TXDoT right of way monument found for the westerly corner of a visibility clip;

THENCE North 75°09'22" East, departing the easterly right of way line of said F. M. 720, along a southerly line of said Parcel 12 and along said visibility clip, a distance of 18.88 feet to an aluminum TXDoT right of way monument found for the easterly corner of said visibility clip, same being the point of curvature of a non-tangent curve to the left;

THENCE in an easterly direction, continuing along the southerly line of said Parcel 12, and along the arc of said curve to the left, through a central angle of 11°28'37", having a radius of 325.00 feet, a chord bearing of South 67°23'48" East, a chord distance of 64.99 feet and an arc length of 65.10 feet to an aluminum TXDoT right of way monument found for the end of said curve, same being on the southerly line of said 17.44 acre tract, same being on the occupied northerly right of way line of aforesaid Lloyds Road;

THENCE South 74°35'00" West, along the southerly line of said 17.44 acre tract, the occupied northerly right of way line of said Lloyds Road and generally along a barbed wire fence, a distance of 112.57 feet to the **POINT OF BEGINNING** and containing 0.059 acre (2,561 square feet) of land, more or less.

EXHIBIT B

PROPERTY DEPICTION

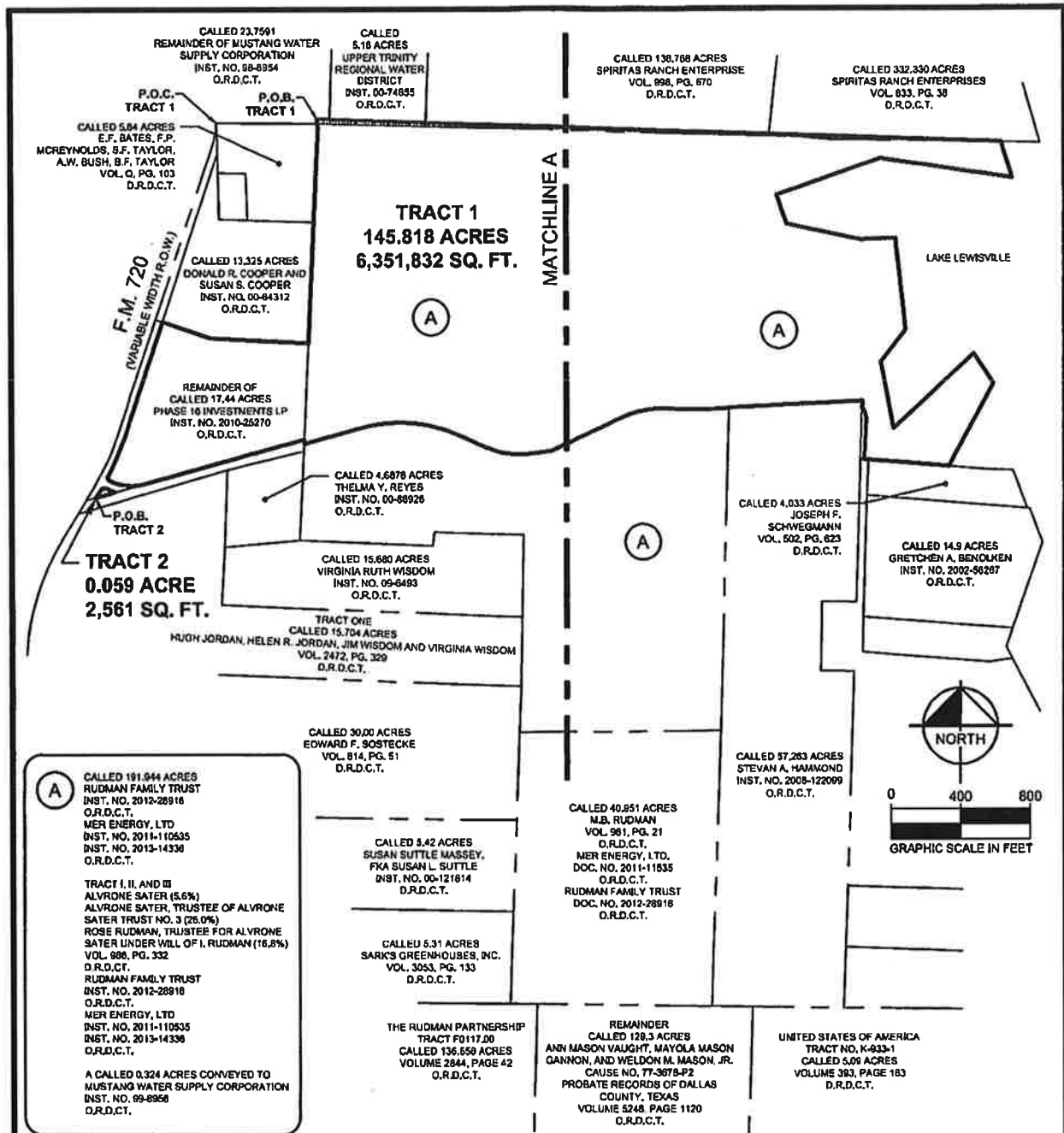


EXHIBIT A
PROPERTY DESCRIPTION
MARSELLA JONES SURVEY,
ABSTRACT NO. 662
DENTON COUNTY, TEXAS

Kimley»Horn

5750 Genesis Court, Suite 200
Frisco, Texas 75034

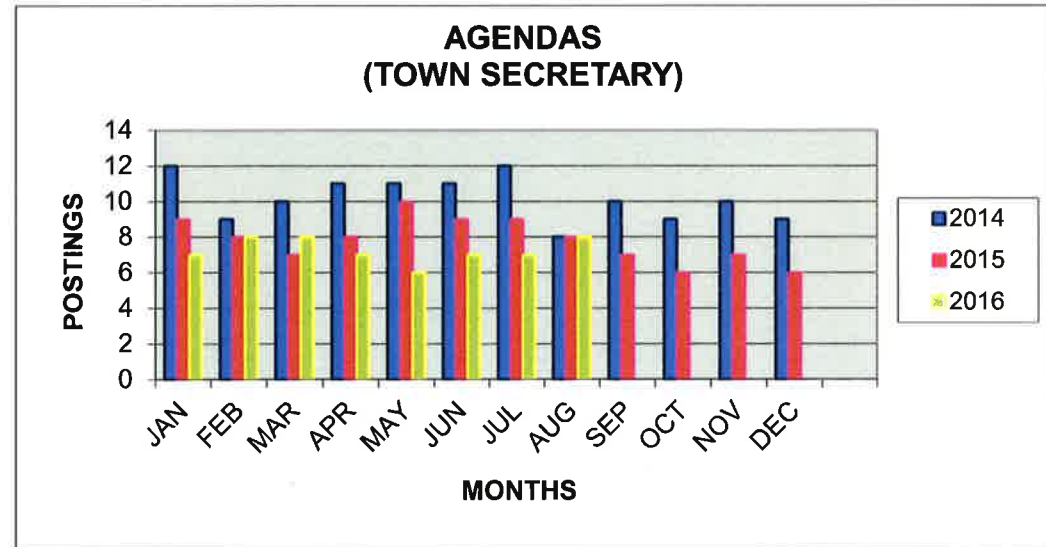
FIRM # 10193822

Tel. No. (972) 335-3580
Fax No. (972) 335-3779

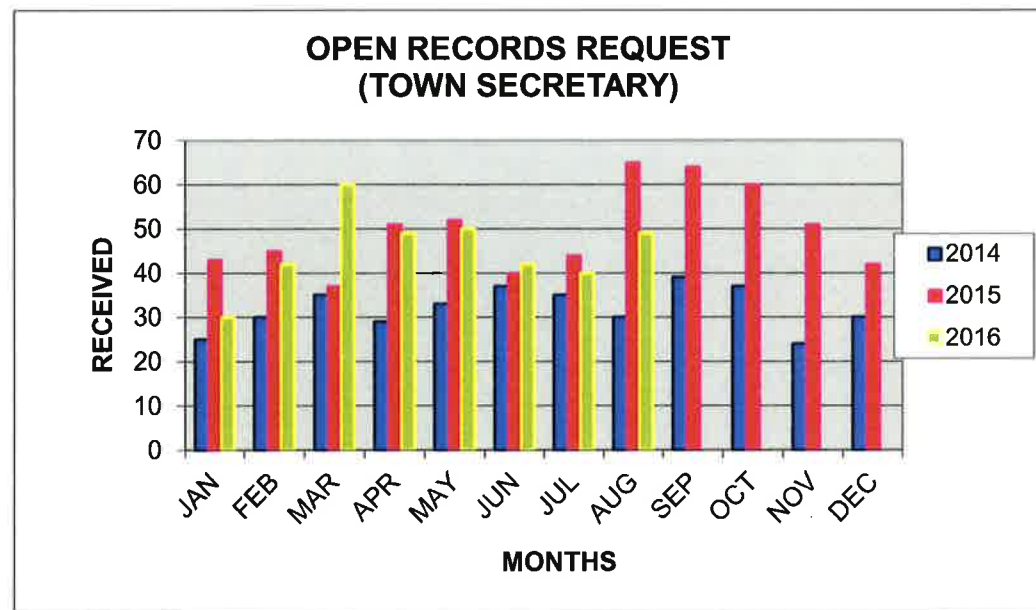
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 800'	SG	KHA	05/10/2016	069312504	8 OF 8

GUNAWAN, SYLVIANA 5/20/2016 12:19 PM K:\FRI SURVEY\069312504-RUDMAN NORTH TRACT\DWG\069312504 CITY LIMITS.DWG

	2014	2015	2016
JAN	12	9	7
FEB	9	8	8
MAR	10	7	8
APR	11	8	7
MAY	11	10	6
JUN	11	9	7
JUL	12	9	7
AUG	8	8	8
SEP	10	7	
OCT	9	6	
NOV	10	7	
DEC	9	6	



	2014	2015	2016
JAN	25	43	30
FEB	30	45	42
MAR	35	37	60
APR	29	51	49
MAY	33	52	50
JUN	37	40	42
JUL	35	44	40
AUG	30	65	49
SEP	39	64	
OCT	37	60	
NOV	24	51	
DEC	30	42	



Development Report

Planning * Building Safety * GIS
Community Integrity * Engineering

COMMERCIAL PROJECTS ISSUED PERMITS IN AUGUST

Smoothie King

COMMERCIAL/CIP PROJECTS ISSUED CO IN AUGUST

Jack in the Box

Fast Lane Carwash

Jawz Restaurant

CIP- Navo Road Completed

Animal Services



CAT OF THE MONTH BOOTS

DOG OF THE MONTH TITUS



Tax Income

\$697,951 in
Sales Tax
Revenue

Comparable
tax income to
the past year is
-2.09%

MOST ACTIVE NEIGHBORHOODS BY ISSUED PERMITS

MOST ACTIVE NEIGHBORHOOD

Paloma Creek

48

2ND MOST ACTIVE NEIGHBORHOOD

Union Park

37

3RD MOST ACTIVE NEIGHBORHOOD

Frisco Hills

33

4TH MOST ACTIVE NEIGHBORHOOD

Sunset Pointe

21

5TH MOST ACTIVE NEIGHBORHOOD

Brentwood

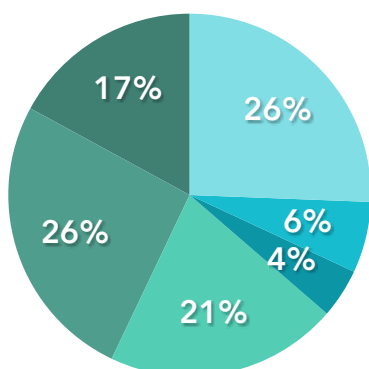
9



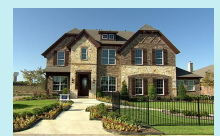
Residential Growth

155 New Residential
Homes Permitted

Community Integrity Inspections in August



- Rental
- Health
- West Nile/ Mosquito Response
- Sign Violations
- Neighborhood Integrity
- Construction Inspections



105 New Residential
Homes issued
Certificate of
Occupancy

Town of Little Elm

Public Works Department





PUBLIC WORKS DEPARTMENT

Town of Little Elm Public Works is divided into four divisions consisting of Administration, Water Operations/Water Quality, Waste Water Collection/Treatment, Streets/Solid Waste/Stormwater Maintenance, and Internal Services (Facilities & Fleet Maintenance). The divisions maintain approximately 132 lane

miles of streets, 200+ pieces of rolling stock that use over 100,000 gallons of fuel, purchase 1.2 billion gallons of potable water, treat 811.031 million gallons at our wastewater treatment plant.

In addition, the department takes part in the Public Works Emergency Response Team (PWERT) with 40 entities in the North Texas Metroplex, which performs a critical role as a first responder to natural disasters and emergencies, not only to assist with public safety, but also to mitigate the aftermath. The agency currently encompasses the operating divisions described as follows:

Administration is responsible for directing, supervising, and assisting Fleet Management and Vehicle Maintenance, Street Maintenance, Storm Water Maintenance, Solid Waste Maintenance, Water Operations, Water Quality, Waste Water Treatment, and Waste Water Collection.

Internal Services:

- **Facilities Maintenance** is responsible for the maintenance of town facilities and completes general repairs. The facilities division also gives direction to our janitorial company.
- **Fleet Management, and Vehicle Maintenance** is responsible for planning, directing, managing, coordinating and supervising programs for the acquisition, assignment, utilization, maintenance, repair, and replacement of the vehicles/equipment of the town. The division is also responsible for ensuring Town of Little Elm compliance with all rules, regulations and codes legally pertaining to vehicles, vehicle maintenance and vehicle operators.

Street, Storm and Solid Waste Maintenance is responsible for the maintenance and upkeep of all public roads within the town limits that have been accepted by the Town Council. The division is also responsible for related infrastructure such as guardrails, signage and signal systems, curbs and gutters, pipe crossings, subsurface drainage systems in the right of way, and town owned sidewalks. The solid waste group hauls sludge for the Wastewater Treatment Plant and from the Town's Courtesy Convenience Station, As well manages the Bi-Annual Clean & Green Event.

Water Operations and Water Quality is responsible to provide safe potable drinking water, repair/maintain one fresh water pumping stations, two water towers consisting of a 2 million gallons hydro-pillar, 1 million gallons hydro-pillar, ground storage tanks consisting of a 2 and 5 million gallons tanks, 1,216 hydrants, sampling and testing as required by the Texas Commission on Environment Quality to maintain the highest quality drinking water. Water Quality also manages the Cross Connection Control Program.

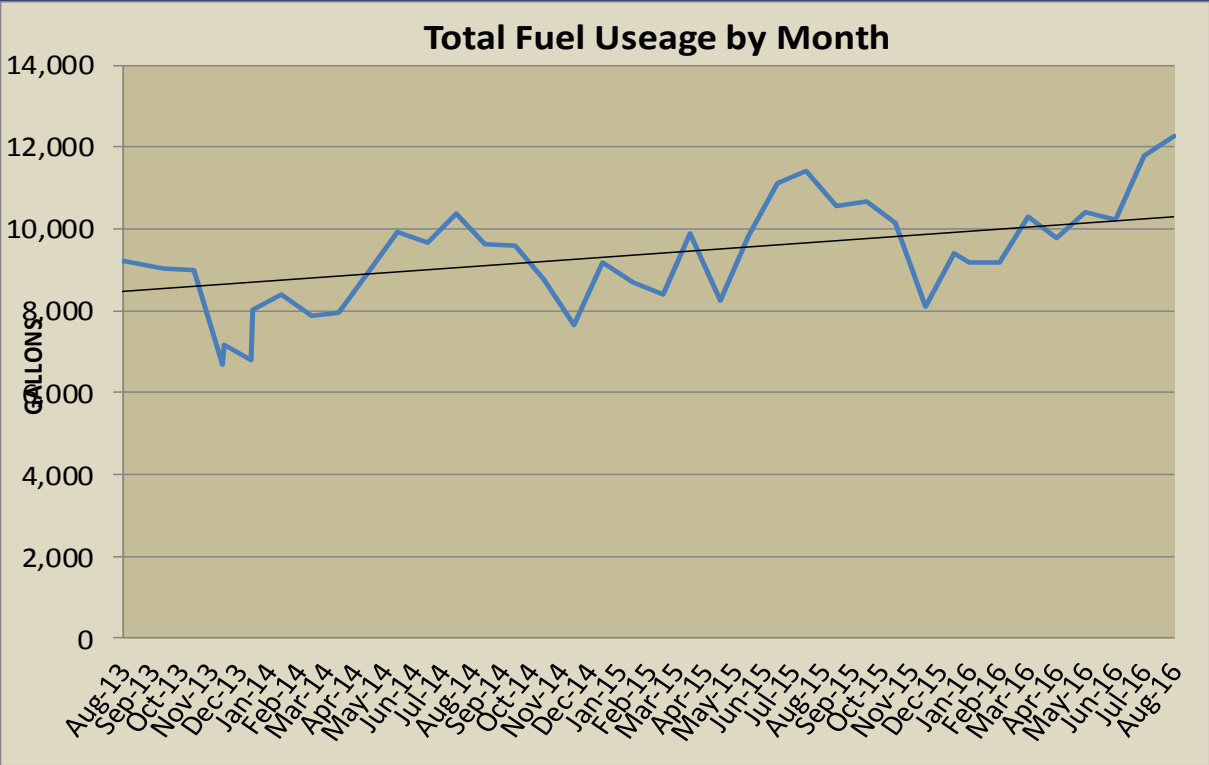
Waste Water Treatment and Collection is responsible to provide with an environmental friendly Waste Water Treatment plant that delivers safe, clean water for reuse to be used in the Town's reuse irrigation system and to deliver effluent water from the treatment process back into Lewisville Lake. The WWTP is capable to treat 3.0 million gallons a day (mgd) and presently treats an average of 2.5 mgd. The plant is permitted for 4.0 mgd and is currently under design to expand the plant's capability to treat 4.0 mgd. The collection system consists of 18 lift stations which work in conjunction with gravity and force mains to transfer wastewater to the Town's Wastewater Treatment Plant. The Utilities group also maintains/operate the Town's re-use system originating from the WWTP and serves irrigation water to the right-of-way along Eldorado and Witt Road.

FLEET SERVICES

Fuel Usage

August 2016: 12,260

August 2015: 10,556



SOLID WASTE DIVISION

Recycling



Residential Recycling Facts

Aug. 2015 to Aug. 2016

Total material diverted from
Landfills—7,012,940 lbs



Tires recycled
719



Used oil and filters Recycled
6,855 lbs. or 934 gallons
256 oil filters



SOLID WASTE DIVISION

Recycling

Residential Curb-side Recycling



2015: 3,339.57 Tons

2016 to-date: 2,252.74 Tons



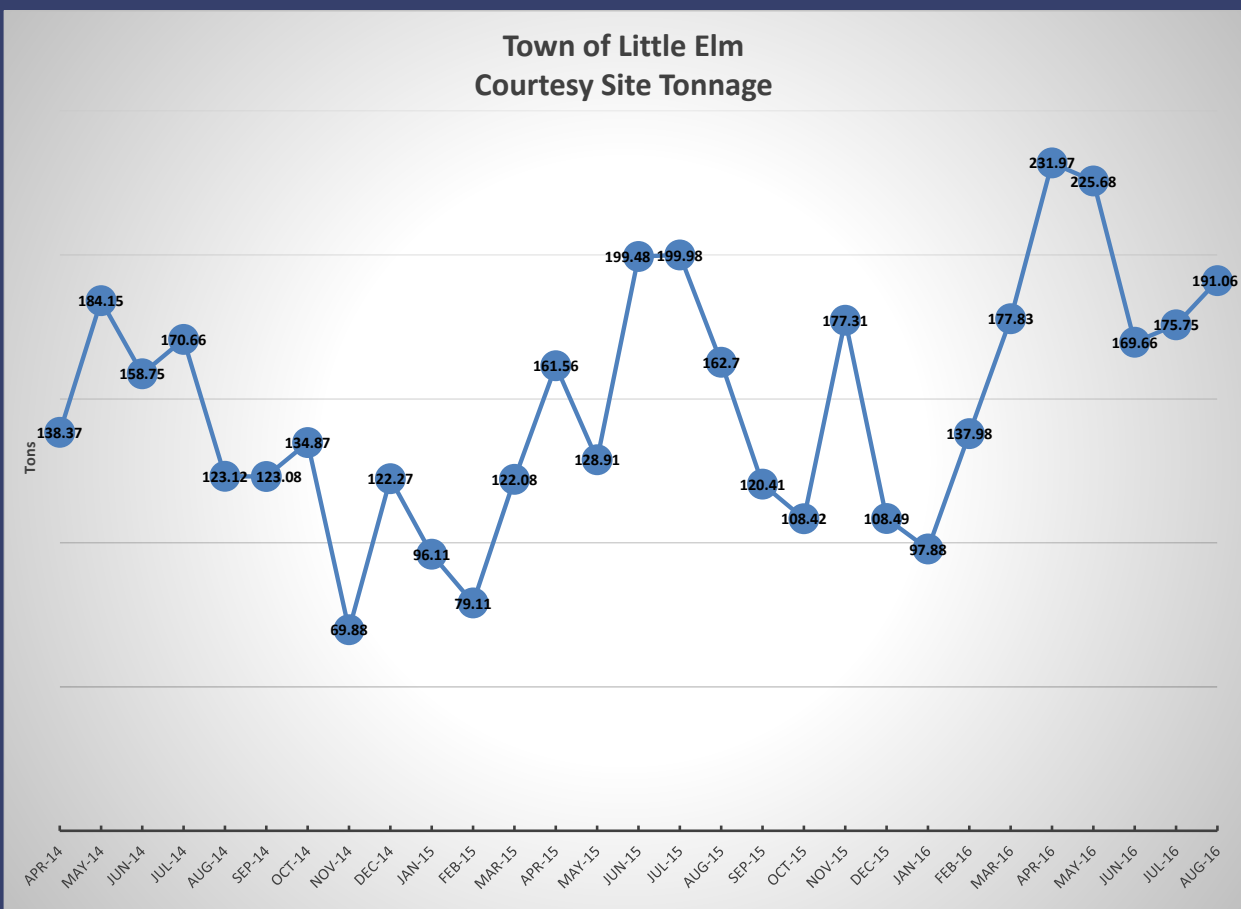
SOLID WASTE DIVISION Courtesy Drop Site

COURTESY SITE WASTE COLLECTED

August 2016: 191.06 tons

August 2015: 162.70 tons

To Date 2016: 1,408 tons



SIMPLE RECCLING

Curb Side Textiles



28,500 lbs of Textiles
Collected Curbside to date
Feb 2016—August 2016

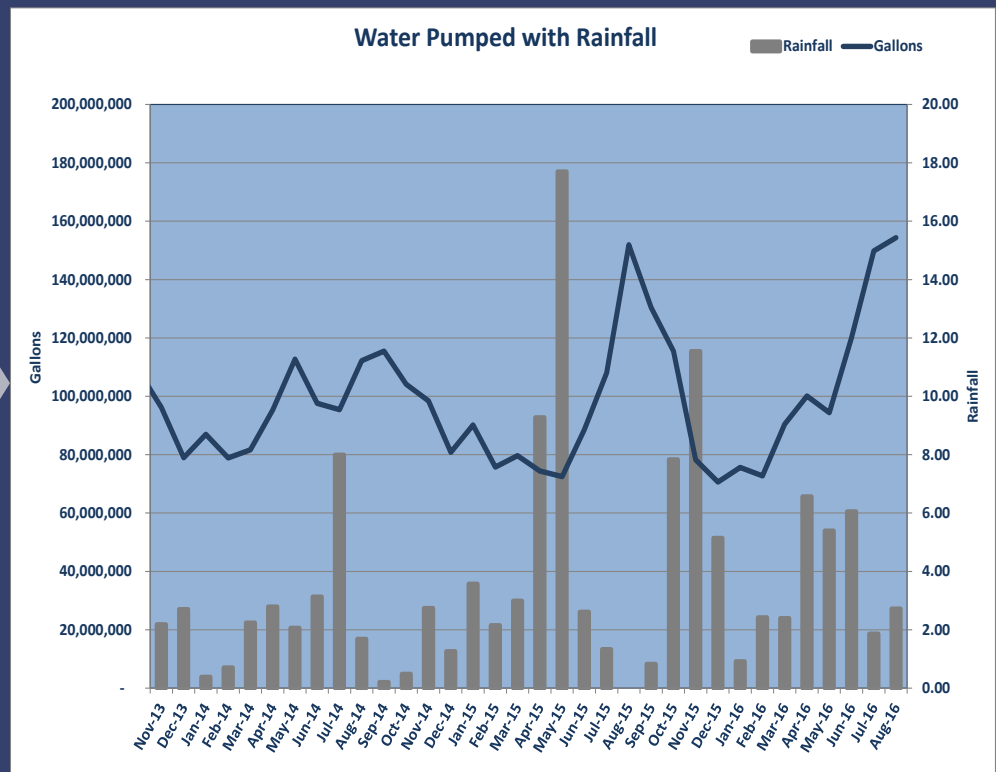


WATER DIVISION

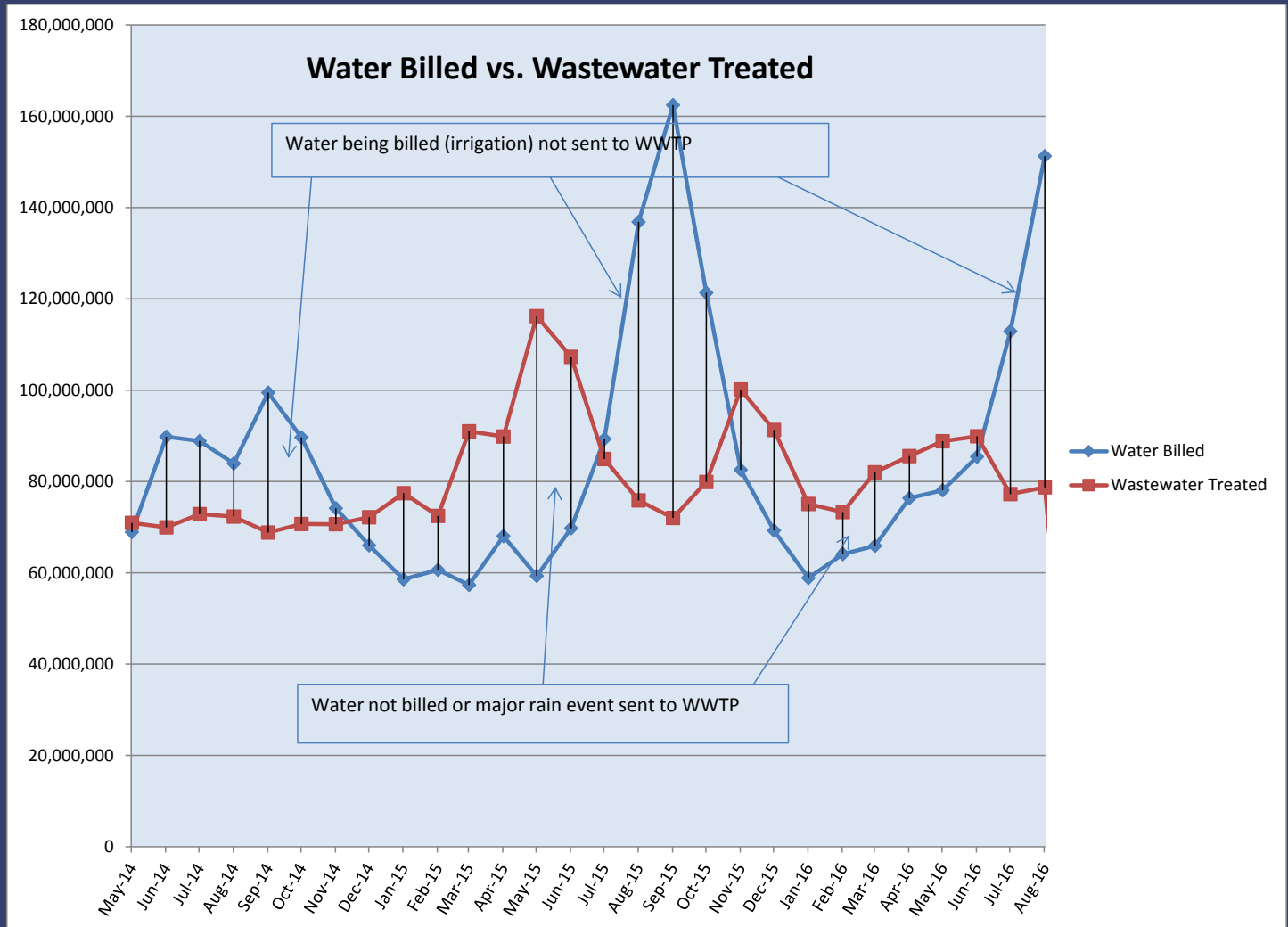


Total Water Purchased
 August 2016: 154,336,000
 August 2015: 151,934,605

Total Rainfall
 August 2016: 2.72 Inches
 August 2015: 0.00 Inches



WATER BILLED VERSUS WASTEWATER TREATED



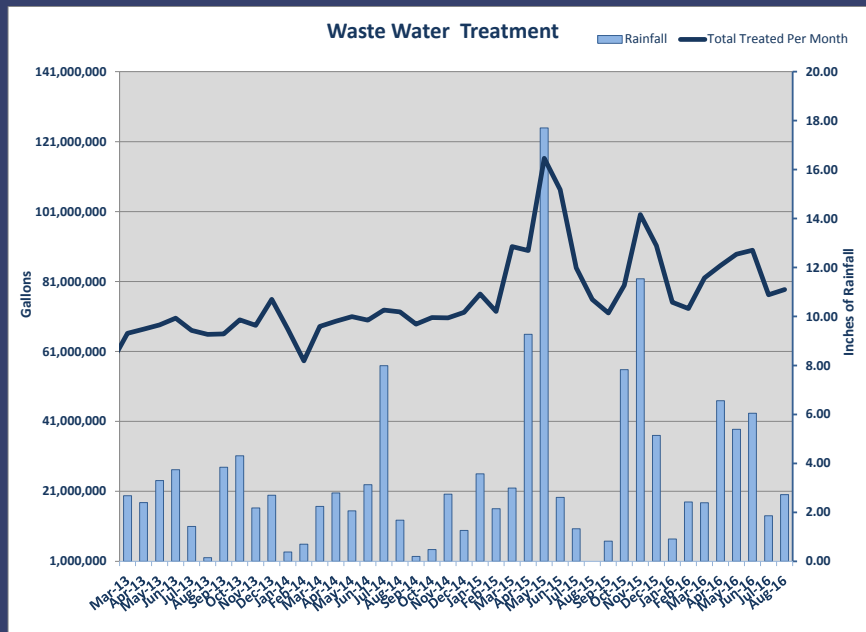
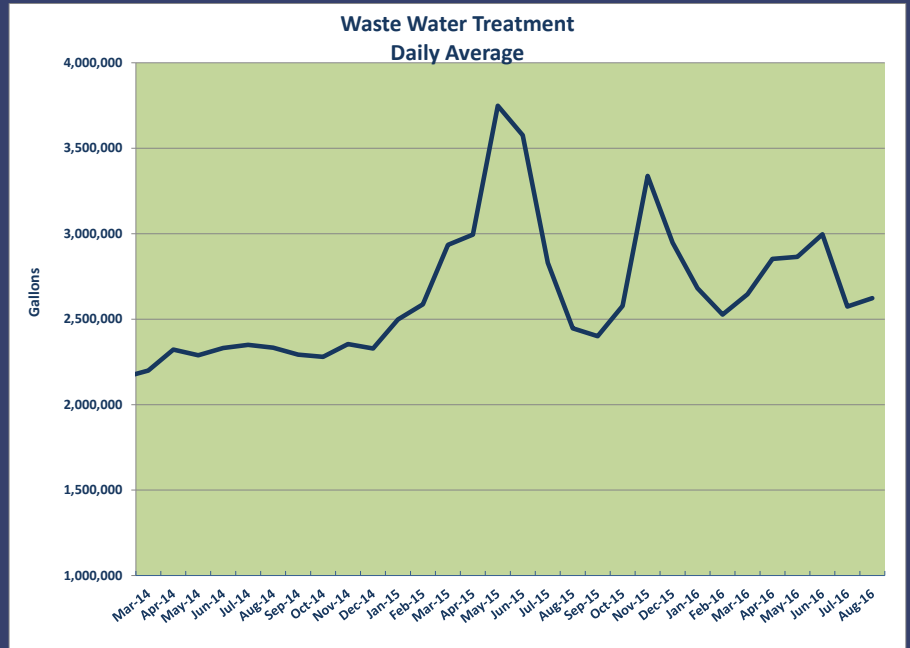
Total Water Billed in August 2016:

78,694,000

Total Waste Water Treated in August 2016:

75,866,000

WASTE WATER DIVISION



Total Water Treated

August 2016: 78,694,000

August 2015: 75,866,000

Total Rainfall

August 2016: 2.72 Inches

August 2015: 0.00 Inches



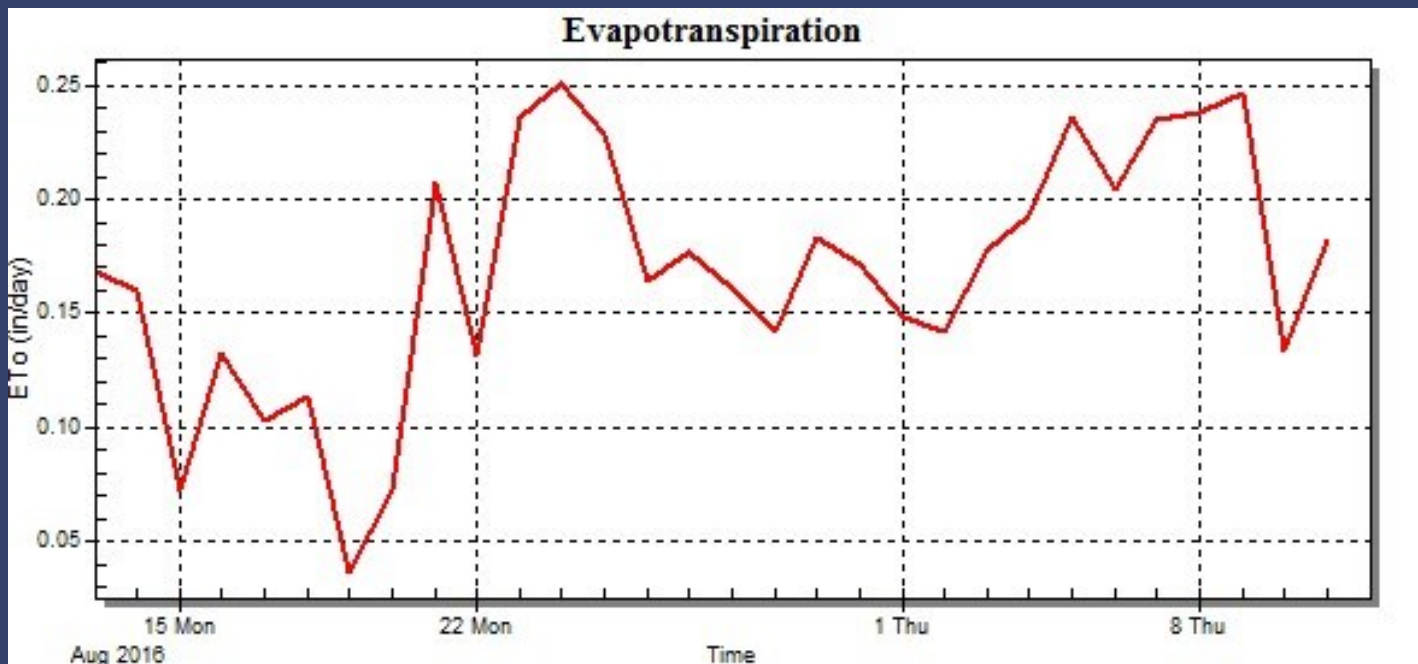
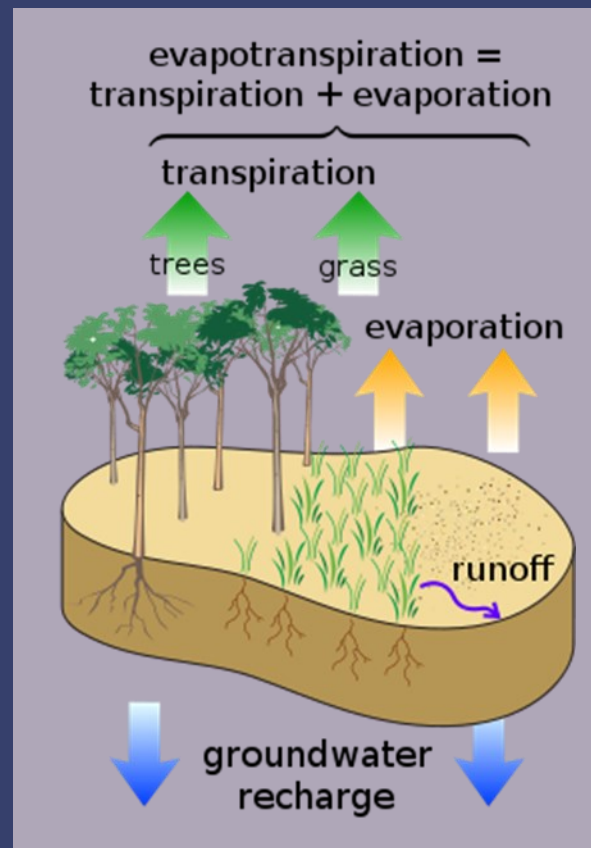


EVAPOTRANSPIRATION

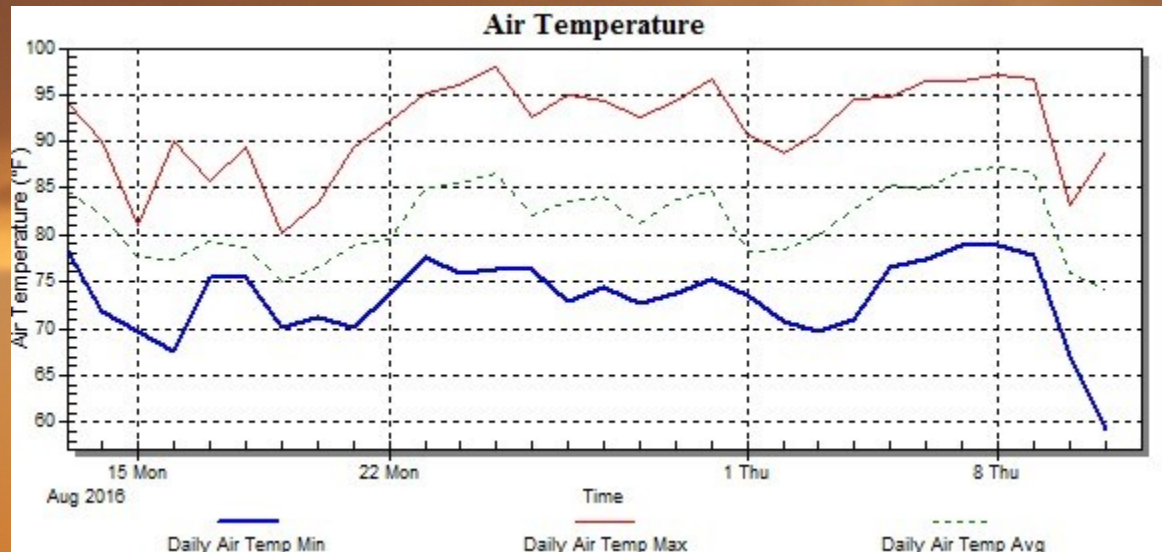
Potential Evapotranspiration

Average to-date 2016: 0.13

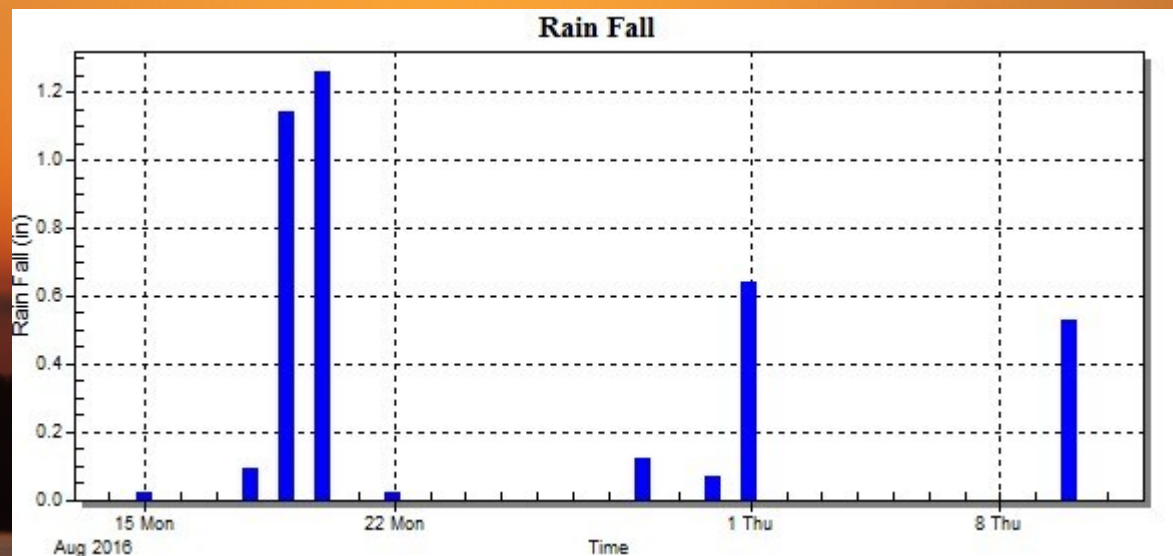
Total to-date 2016: 3.89



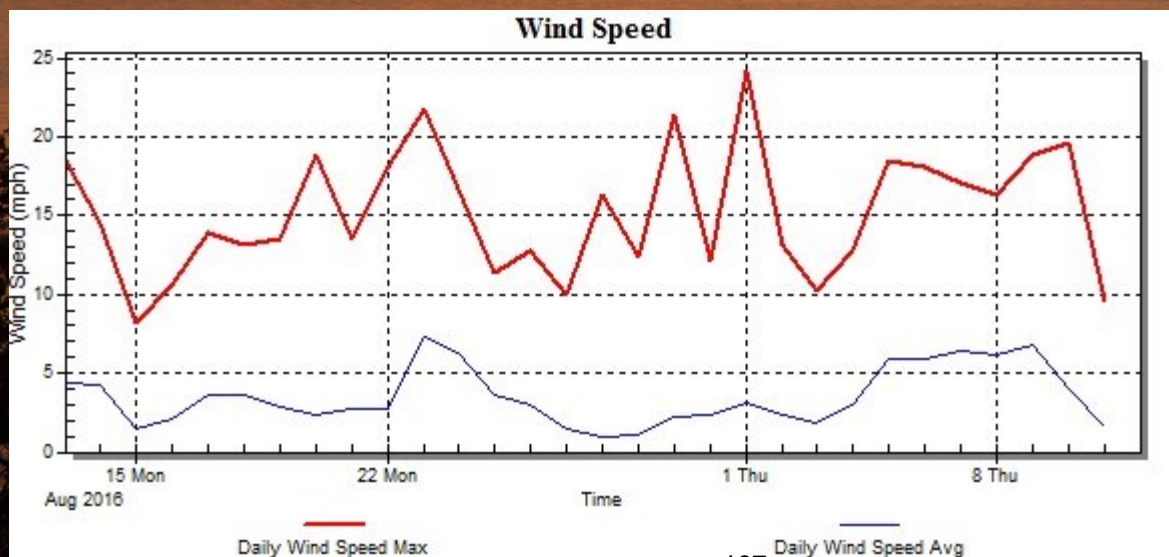
Little Elm Weather Station Website



August	
Air Temperature	
Low	59.12
High	98.00
Average	81.54



August	
Rain Fall (Inches)	
Total	2.72



August	
Wind Speed (MPH)	
Average	3.52



LITTLE ELM POLICE DEPARTMENT

(Yearly Activity Report - Summary)

2015 - 2016

OFFENSES	2015													2015 Total	2016													2016 Total	M-M % Change	Yr-Yr % Change
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan		Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec					
ASSAULTS																														
Misdemeanor	7	2	7	7	4	2	5	4	11	1	2	2	94	6	8	1	5	5	2	2					35	0.00	-7.89%			
Felony	4	0	0	0	2	0	1	1	2	2	1	2	15	1	4	1	5	2	5	1	1				20	8.00	150.00%			
FAMILY VIOLENCE ASSAULTS																														
Misdemeanor	8	5	7	4	11	5	7	7	9	7	2	7	78	4	4	3	12	6	3	3	0				41	200.00	-18.51%			
Felony	0	0	1	1	0	2	1	0	0	0	1	0	8	2	0	0	2	1	1	1	0				7	-100.00	40.00%			
SEXUAL OFFENSES																														
Total Sexual Offenses	1	0	4	0	0	2	0	1	0	1	0	0	11	1	1	1	2	2	1	0	2				12	200.00	50.00%			
DEATH - CRIMINAL																														
Total Criminal Deaths	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				0	0.00	0.00%			
MOTOR VEHICLE THEFTS																														
Total Motor Vehicle Thefts	0	3	0	1	0	0	4	2	1	0	2	0	20	1	1	0	0	0	1	3	0				8	-100.00	-40.00%			
BURGLARY																														
Residential	2	4	3	4	3	1	1	2	1	3	2	2	30	0	1	4	0	3	0	0	0				17	800.00	-19.08%			
Motor Vehicle	0	0	1	0	0	0	4	0	1	1	1	0	10	0	1	2	10	18	12	20	10				80	-95.50	288.85%			
Business / Construction	0	1	0	1	1	0	1	0	1	2	1	0	8	2	0	0	4	1	1	0	0				18	0.00	250.00%			
THEFT																														
Misdemeanor	6	7	3	7	10	0	8	10	8	8	11	12	101	10	10	8	5	12	0	11	10				82	45.45	34.42%			
Felony	7	4	10	2	2	4	5	0	2	2	4	2	43	2	2	1	2	0	0	1	0				17	-100.00	-64.41%			
ROBBERY																														
Individual	1	0	0	0	0	0	0	0	0	1	1	0	3	0	0	0	0	1	0	0	0				1	0.00	0.00%			
Business	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				0	0.00	-100.00%			
CRIMINAL MISCHIEF																														
Misdemeanor	12	4	12	7	2	0	5	7	15	8	4	2	74	12	4	5	8	5	11	2	8				81	28.57	24.48%			
Felony	2	0	0	1	1	0	1	1	0	0	2	1	7	2	0	2	1	0	0	1	0				14	-100.00	-33.33%			
ALCOHOL RELATED																														
DWI	3	1	0	1	1	4	2	3	3	3	2	5	25	1	1	4	4	5	4	2	2				24	-50.00	60.00%			
DUI-Minor	0	0	0	0	0	0	0	1	0	0	0	1	3	1	0	0	0	2	1	0	0				1	0.00	300.00%			
Public Intoxication	0	0	1	2	2	3	3	1	2	0	2	2	24	4	7	0	0	0	0	0	0				24	0.00	350.00%			
Other Alcohol Related	0	0	0	0	0	0	1	0	0	0	0	0	1	2	4	0	0	1	2	1	3				13	200.00	1200.00%			
DRUG RELATED																														
Possession of Drugs	0	5	0	3	0	11	0	8	5	3	4	13	64	17	22	27	10	23	18	13	12				162	-7.69	198.03%			
Poss of Drug Paraphernalia	2	1	4	2	2	2	0	2	3	1	1	0	14	12	5	4	1	8	4	3	1				58	-45.83	153.33%			
Manufact / Delivery of Drugs	0	0	2	0	1	0	0	0	0	0	0	0	0	0	0	1	1	1	1	0	0				1	0.00	33.33%			
TOTAL REPORTED OFFENSES	85	37	81	44	58	50	53	80	61	85	58	94	488	87	24	80	82	104	80	75	70				884	1.33	80.58%			
ACTIVITIES																														
CALLS FOR SERVICE																														
Total Calls for Service	2910	2611	3038	3435	3241	3727	4104	3833	3517	3040	3355	3410	40025	3817	3378	3385	3024	3264	3405	3257	3273					26434	0.49	0.10%		
COMMUNITY POLICING																														
Variation Watches	0	3	5	2	4	7	11	8	5	7	10	7	89	1	1	8	2	4	9	13	0				44	-53.84	4.78%			
ARRESTS																														
Misdemeanor	24	35	52	35	48	40	47	10	31	20	34	43	438	68	61	99	52	95	85	51	45				444	-11.78	55.70%			
Felony	2	0	0	0	2	2	1	3	2	1	5	3	21	3	4	13	3	4	11	4	4				40	8.00	300.00%			
Total Arrests	26	35	52	35	50	42	48	19	37	31	39	46	459	71	65	112	55	99	96	55	49				484	-10.95	85.58%			
INVESTIGATIONS																														
New Cases	115	83	80	82	101	82	82	70	94	84	128	85	1192	75	155	97	103	80	87	89	85				791	-4.88	10.01%			
Cases Closed	70	93	65	64	88	94	74	108	91	78	121	118	1022	84	126	112	85	89	83	84	66				728	3.12	8.80%			
Cases Declared Inactive	31	26	40	28	51	28	35	40	34	25	72	40	428	34	43	53	41	33	35	38	32				709	14.28	4.18%			
TRAFFIC ENFORCEMENT																														
Citations - Traffic	389	388	412	446	324	520	768	653	378	335	418	354	5160	300	380	391	295	332	350	225	310				7707	37.77	-28.31%			
Citations - Non-Traffic	11	10	13	17	12	5	15	12	11	18	22	17	172	21	22	51	10	34	43	44	28				291	-43.80	150.80%			
Total Citations	380	408	425	463	336	525	783	665	389	353	440	371	5332	420	413	412	314	368	433	269	338				7998	24.90	-21.42%			
Warnings	328	485	523	564	444	822	691	485	420	453	412	490	5884	695	600	478	204	475	490	202	251				3824	-2.83	-5.42%			
Parking Citations	105	131	143	218	119	182	150	192	138	72	72	81	1580	125	103	57	45	74	41	24	70				335	181.86	-55.00%			
Total	433	616	678	783	560	804	701	677	559	525	489	574	7397	820	713	535	409	549	531	286	421				4243	8.08	-18.80%			
Total Citations / Warnings	812	1024	1193	1244	896	1328	1402	1152	943	879	928	855	12728	1240	1125	847	723	815	904	655	757				7726	15.57	-18.70%			
MOTOR VEHICLE ACCIDENTS																														
Offense Related	11	9	7	13	3	2	9	5	8	2	9	8	98	11	10	8	9	7	6	8	8				87	0.00	15.51%			
Traffic Accidents - Injury	5	3	0	10	3	0	8	7	10	7	7	7	83	9	4	0	8	9	8	12	5				91	-50.33	19.60%			
Traffic Accidents - No Injury	13	21	14	21	21	12	11	20	16	25	30	22	227	21	15	10	17	10	10	22	27				158	22.72	11.11%			
No Report / Blue Form	43	37	54	47	43	45	40	52	37	43	10	30	393	40	52	59	42	53	56	57	57				410	0.00	18.46%			
Total Accidents	72	70	82	84	69	78	69	75	85	74	72	85	833	81	81	80	78	85	86	86	87				686	-2.03	14.85%			
FALSE ALARMS																														
	104	97	103	107	144	132	125	121	120	118	104	120	1400	103	106	91	77	80	87	97	82				738	-5.15	-20.79%			

Little Elm Police Department
Support Services Division
Aug-16

	Wilcox	Mitchell	Rossmann	Olson	Phelps	
Monthly Totals:						Totals
Cases Received						85
Non -Assigned						19
Cases Assigned	8	14	13	25	23	66
Cleared by Arrest	0	4	2	2	1	9
Cleared by Exception	3	2	2	6	1	14
Unfounded	6	1	2	2	2	13
Suspended	1	2	8	1	7	19
Cases Filed	0	11	2	2	1	16
Carried Over Cases	6	26	20	17	34	103
Non Case Hours	46	44	15.5	66	11.5	183

Year To Date Totals:						Totals
Cases Received						520
Non-Assigned						137
Cases Assigned	23	53	124	115	87	402
Cleared by Arrest	0	5	16	25	8	54
Cleared by Exception	0	7	46	37	8	98
Unfounded	10	1	18	30	9	68
Suspended	6	10	56	19	34	193
Cases Filed	0	11	16	30	12	69
Non Case Hours	117.5	187	154.5	601	145.5	1205.5

Property Recovered:						Totals
Month:				\$450.00	398.98	\$848.98
Year to Date:		\$30,100.00	\$1,500.00	\$78,163.30	56182.37	\$166,794.65

**LITTLE ELM POLICE DEPARTMENT
CRIMINAL INVESTIGATION DIVISION
MONTHLY CASE ASSIGNMENT**

PAGE 1 OF 3

SUPERVISOR: Lt. Brad Wilcox

**DETECTIVE: Eric Olson
MONTH: August 2016
DATE SUBMITTED: 09/01/2016**

OFFENSE NUMBER	COMPLAINANT NAME	OFFENSE	DATE ASSIGNED	DATE COMPLETED	CARRY OVER	SUSPENDED	ARREST	EXCEPTION	UNFOUNDED	# CASES FILED	\$\$\$ Amount of Property Recovered
15-000931	Cotter, Jennifer	Incident	03/15/16		X						
16-000784	Shelton, Tiffanie	Sexual Assault Child	04/13/16		X						
16-001034	Yarbrough, Rebecca	Sexual Assault	05/18/16		X						
16-001067	Burleson, Collin	Theft of Firearm	05/23/16	08/30/2016	X		X				\$450.00
16-001084	Matheson, Olivia	Agg. Assault w/ knife	05/27/16		X						
16-001090	Henry, Richard	Assault CBI Family Vio.	05/27/16	08/30/2016	X		X				
16-001193	Lake, David	Incident	06/13/16	08/30/2016	X			X			
16-001216	Galvan Gallegos, J. Reyes	Incident	06/16/16		X						
16-001224	Stewart, Silas	Incident	06/20/16		X						
16-001310	Henry, Tracy	Incident	06/28/16	08/18/2016	X		X				
16-001323	Goodwin, Caitlyn	Incident	06/29/16		X						
16-001342	Phat, Lieng	Assault Off/Pro Nature	07/01/16	08/18/2016	X	X					
16-001410	Wilson, Rebecca "Ruth"	Incident	07/18/16		X						
16-001414	Kolen, Aniyah	Indecency with a child	07/18/16	08/19/2016	X				X		
16-001436	Tayman, Elizabeth	Terroristic Threat	07/19/16	08/19/2016	X		X				
16-001438	Munoz, Patrick	Harassment	07/20/16	08/19/2016	X		X				
16-001439	Melendez, Amanda	Incident	07/2016	08/19/2016	X		X				
16-001509	Brannon, Abigail	Incident	08/01/16								
16-001510	Kirk, Kayleigh	Vio. Prot. Order	08/01/16	08/31/2016					X		
16-001517	Clifton, Sydney	Incident	08/02/16	08/31/2016			X				
16-001524	Fuhr, Christian	Sexual Assault Child	08/03/16								
16-001533	Rutherford, Lisa	Found Property	08/08/16								

**LITTLE ELM POLICE DEPARTMENT
CRIMINAL INVESTIGATION DIVISION
MONTHLY CASE ASSIGNMENT**

PAGE 2 OF 3

SUPERVISOR: Lt. Brad Wilcox

**DETECTIVE: Eric Olson
MONTH: August 2016
DATE SUBMITTED: 09/01/2016**

OFFENSE NUMBER	COMPLAINANT NAME	OFFENSE	DATE ASSIGNED	DATE COMPLETED	CARRY OVER	SUSPENDED	ARREST	EXCEPTION	UNFOUNDED	# CASES FILED	\$\$\$ Amount of Property Recovered
16-001557	Unknown	Incident	08/10/16								
16-001558	Unknown	Incident	08/12/16								
16-001561	Adams, Aaron	ACBI Fam Vio	08/17/16								
16-001578	Mosley, Kizzy	ACBI Fam Vio	08/17/16								
16-001585	Brannon, Abigail	Incident	08/18/16								
16-001594	Deramee, Natasha	Theft \$100-\$750	08/16/16								
16-001595	Sims, Jason	Theft \$100-\$750	08/17/16								
16-001602	Thota, Bhavani	ACBI Fam Vio	08/17/16								
16-001627	Clyde, Jeremy	ACBI	08/22/16								
16-001629	Mundee, Randall	ACBI Fam Vio	08/22/16								
16-001642	Ables, Luann	Death Investigation	08/23/16								
16-001643	Unknown	Found Property	08/25/16								
16-001644	Boyack, Tyler	Found Property	08/25/16								
16-001654	Wyse, Madison	Sexual Assault Child	08/25/16								
16-001655	Wyse, Jacquard	ACBI Fam Vio	08/25/16								
16-001658	Unknown	Found Property	08/25/16								
16-001659	Wyse, Madison	Incident	08/25/16								
16-001663	Rutherford, Sydney	Sexual Assault Child	08/29/16								
16-001678	Kelly, Colby	Assault by Threat	08/29/16								
16-001682	Conner, Lawrence	Injury to Child/Elderly	08/29/16								

**LITTLE ELM POLICE DEPARTMENT
CRIMINAL INVESTIGATION DIVISION
MONTHLY CASE ASSIGNMENT**

PAGE 3 OF 3

SUPERVISOR: Lt. Brad Wilcox

**DETECTIVE: Eric Olson
MONTH: August 2016
DATE SUBMITTED: 09/01/2016**

CASES FILED WITH DISTRICT ATTORNEY

OFFENSE NUMBER	PERSON CHARGED	CHARGE	DATE FILED WITH D.A.	COMMENTS
16-001067	Cody Renfro	Theft of a Firearm	08/30/2016	Control # 16-10039
16-001090	Tracy Henry	Assault CBI Family Violence	08/30/2016	Control # 16-10086

NON-CASE AND SPECIAL ASSIGNMENT ACTIVITY

DATE	DESCRIPTION OF ACTIVITY (Special Assignment, CACDC, Lab, Property Room, etc.)	# of Hours	DATE	DESCRIPTION OF ACTIVITY (Special Assignment, CACDC, Lab, Property Room, etc.)	# of Hours
	Monthly Property Room	28	08/30	JP2 / DCSC	3
	Monthly Wellness Meetings	3	08/31	DA's Office	2
	Monthly CAC	21			
8/19	Meeting w/ CPS	2			
8/22	School zones	2			
8/23	School Zones	2			
8/25	CID Meeting/Policy Review	2			
08/29	CID Meeting	1			
				TOTAL	66

ATTENDANCE

DATE	DESCRIPTION OF ACTIVITY (Vacation, Training, Holiday, etc.)	# of Hours	DATE	DESCRIPTION OF ACTIVITY (Vacation, Training, Holiday, etc.)	# of Hours
8/1-8/3	Digital Photography Training	24			
8/9-8/12	Vacation	32			
				TOTAL	56

**LITTLE ELM POLICE DEPARTMENT
CRIMINAL INVESTIGATION DIVISION
MONTHLY CASE ASSIGNMENT**

PAGE 1 OF 3

SUPERVISOR: Lieutenant Wilcox

DETECTIVE: Reid R. Rossmann

MONTH: July, 2016

DATE SUBMITTED: August 31, 2016

OFFENSE NUMBER	COMPLAINANT NAME	OFFENSE	DATE ASSIGNED	DATE COMPLETED	CARRY OVER	SUSPENDED	ARREST	EXCEPTION	UNFOUNDED	# CASES FILED	\$\$\$ Amount of Property Recovered
15002036	Hinson, James	Theft 30,000-150,000	121815		X						
16000872	Rangel, Rossy	Theft 750-2,500	050216	082416	X	X					
16000874	Ortiz-Blanco, Joseph	Theft 2,500-30,000	050216	082416	X	X					
16000880	Isokrari, Marie	Sexual Assault	050216		X						
16000894	Waite, Pascal	Theft by Deception	050216	083016	X						
16001167	Lewis, Torrey	Forgery	061016	083016	X			X			
16001177	Vincent, Paul	Credit/Debit Card Abuse	061016	083016	X			X			
16001213	Burford, Anita	Fraud Use of ID Info	062016		X	X					
16001253	Thatcher, Dean	Fraud	062416		X						
16001282	Ratcliff, Ryan	Burg M/V – UUMV	062716	080916	X	X					
16001311	Holland, Shelly	Fraud Use of ID Info	062816	081816	X	X					
16001340	Sierra, Martin	Theft of Firearm	070116		X						
16001351	Whipple, James	Fraud	070516		X						
16001354	Garcia, Hector	Theft 750-2,500	070516	081816	X	X					
16001406	Jimenez, Kevin	Fraud Use of ID Info	071416		X						
16001432	Collins, Jody	Harassment	071816		X						
16001433	West, Margaret	Fraud Use of ID Info	071916	081516	X	X					
16001447	Lekan, Gavin	Fraud	072116		X						
16001454	Phillips, Daniel	Forgery	072216	081816	X			X			
16001490	Krum, Karen	Injury to Disabled	072916	080416	X	X				1	
16001506	Thomas, Christopher	Fraud Use of ID Info	080116								
16001521	Sharpe, Kevin	Forgery	080316								

**LITTLE ELM POLICE DEPARTMENT
CRIMINAL INVESTIGATION DIVISION
MONTHLY CASE ASSIGNMENT**

PAGE 2 OF 3

**DETECTIVE: Reid R. Rossmann
MONTH: July, 2016**

SUPERVISOR: Lieutenant Wilcox

DATE SUBMITTED: August 31, 2016

OFFENSE NUMBER	COMPLAINANT NAME	OFFENSE	DATE ASSIGNED	DATE COMPLETED	CARRY OVER	SUSPENDED	ARREST	EXCEPTION	UNFOUNDED	# CASES FILED	\$\$\$ Amount of Property Recovered
16001522	Corio-Ojeda, Rafael	Theft by Deception	080316								
16001528	Officer Scott	DWI 3 rd or more	080516	080916			X			1	
16001541	Sanders, Michael	Fraud Use of ID Info	080916								
16001547	Perumal, Pranhakar	Fraud Use of ID Info	080816								
16001564	Benitez, Melissa	Online Impersonation	081716								
16001571	Price, Carroll	Fraud Use of ID Info	081516								
16001590	Albrecht, Maria	Fraud Use of ID Info	081516								
16001608	Mceachin, Monica	Fraud	081816	082316	X						
16001631	Hyde, Chad	Illegal Dumping	082316	082416				X			
16001652	Velasquez, Jacqueline	Fraud Use of ID Info	082516								
16001660	Gerard, Brandon	Theft by Deception	082616								

**LITTLE ELM POLICE DEPARTMENT
CRIMINAL INVESTIGATION DIVISION
MONTHLY CASE ASSIGNMENT**

PAGE 3 OF 3

SUPERVISOR: Lieutenant Wilcox

**DETECTIVE: Reid R. Rossmann
MONTH: July, 2016**

DATE SUBMITTED: August 31, 2016

CASES FILED WITH DISTRICT ATTORNEY

OFFENSE NUMBER	PERSON CHARGED	CHARGE	DATE FILED WITH D.A.	COMMENTS
16001490	Krum, Paul	Injury to Child/Eldly/Disab W/Bdly Inj	080416	Control # 16-09287
16001528	Moreno, Susan	D.W.I. 3 rd or More	080916	Control # 16-09306

NON-CASE AND SPECIAL ASSIGNMENT ACTIVITY

DATE	DESCRIPTION OF ACTIVITY (Special Assignment, CACDC, Lab, Property Room, etc.)	# of Hours	DATE	DESCRIPTION OF ACTIVITY (Special Assignment, CACDC, Lab, Property Room, etc.)	# of Hours
081016	Sergeant Promotion Testing	8	082216	School Zones	2
081516	Sergeant Promotion Oral Board	1.5	082516	CID Meeting	1
082216	School Zones	2	082916	CID Meeting	1
				TOTAL	

ATTENDANCE

DATE	DESCRIPTION OF ACTIVITY (Vacation, Training, Holiday, etc.)	# of Hours	DATE	DESCRIPTION OF ACTIVITY (Vacation, Training, Holiday, etc.)	# of Hours
081916	Vacation	8			
				TOTAL	23.5

**LITTLE ELM POLICE DEPARTMENT
CRIMINAL INVESTIGATION DIVISION
MONTHLY CASE ASSIGNMENT**

PAGE 1 OF 4

SUPERVISOR: Lt Wilcox

**DETECTIVE: Sgt Mitchell
MONTH: August
DATE SUBMITTED: 09/01/16**

OFFENSE NUMBER	COMPLAINANT NAME	OFFENSE	DATE ASSIGNED	DATE COMPLETED	CARRY OVER	SUSPENDED	ARREST	EXCEPTION	UNFOUNDED	# CASES FILED	\$\$\$ Amount of Property Recovered
16-001275	Burt, James	Theft	06/27/16		x	X					
16-001285	Juarez, Gergorio	BMV	06/27/16		X						
16-001317	Lockhart, Mark	Criminal Mischief	06/28/16	08/17/16	x		X			1	
16-001319	Tran, Kevin	BMV	06/28/16		X						
16-001320	Castillo, Ignacio	BMV	06/29/16		X						
16-001324	Tubbs, Wesley	BMV	06/29/16		X						
16-001372	Taylor, Brandon	BMV	07/07/16		x						
16-001373	Skogg, Kevin	BMV	07/07/16		x						
16-001375	Dominy, James	BMV	07/07/16		x						
16-001378	Graham, Laticia	BMV	07/07/16		x						
16-001387	Andrews, Leslie	BMV	07/12/16		x						
16-001392	Smith, Jason	BMV	07/12/16		x						
16-001401	Robinson, Michael	BMV	07/18/16	08/31/16	x		X			4	
16-001403	Robinson, Michael	BMV	07/18/16		X					2	
16-001404	Green, Curtis	BMV	07/14/16		X					1	
16-001405	Thackery, Joe	BMV	07/14/16		X					1	
16-001452	Christie, Charles	Theft(Auto)	07/22/16		X						
16-001466	Rhodes, Scott	Incident/Stalking	07/23/16		X						
16-001472	Church, Bryan	BMV	07/25/16		X						

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MONTH: August

DATE SUBMITTED: 09/01/16

SUPERVISOR:Lt Wilcox		DATE SUBMITTED: 09/01/16						
16-001473	Garcia,Jamie	BMV	07/25/16	X				
16-001474	Smith, Thad	BMV	07/25/16	X				
16-001475	Smith,Shurn	BMV	07/25/16	X				
16-001476	Parrish,Steven	BMV	07/25/16	X				
16-001480	Kassebaum,Kyle	BMV	07/26/16	X				
16-001482	Watkins, Yolanda	Criminal Mischief	07/27/16	x X			1	
16-001499	Montes,Carlos	BMV	07/29/16	X				
16-001537	Volkman,Douglas	Theft	08/08/16		X			
16-001575	Leal,Dominic	Runaway	08/15/16			X		
16-001591	Wilkerson,Courtney	Incident	08/16/16			X		
16-001621	Vachani,Lajoo	Death Investigation	08/22/16			X		
16-001628	Henry,Richard	Assault CBI-FV	08/22/16		X		1	
16-001635	Williams,Christopher	BMV	08/22/16					
16-001653	Hemm,James	Death Investigation	08/25/16					
16-001655	Mathis,Robert	BMV	08/29/16					
16-001666	Alhamadi,Taha	BMV	08/29/16					
16-001668	Serano,Jorge	BMV	08/29/16					
16-001670	De La Torre, Rene	BMV	08/29/16					
16-001671	Modicue,Markecia	BMV	08/29/16					
16-001673	Krempin,Zane	Theft of Firearm	08/29/16					
16-001674	Jackson,Ashley	BMV	08/29/16					

**LITTLE ELM POLICE DEPARTMENT
CRIMINAL INVESTIGATION DIVISION
MONTHLY CASE ASSIGNMENT**

PAGE 3 OF 4

SUPERVISOR: Lt Wilcox

**DETECTIVE: Sgt Mitchell
MONTH: August
DATE SUBMITTED: 09/01/16**

CASES FILED WITH DISTRICT ATTORNEY

OFFENSE NUMBER	PERSON CHARGED	CHARGE	DATE FILED WITH D.A.	COMMENTS Odyssey #
16-001317	Reyna, Rene	Criminal Mischief	08/17/16	
16-001401 A	Roberts, Brett	BMV	08/30/16	
16-001401 B	Guiette, Cavan	BMV	08/30/16	
16-001401 C	Brooks, Chase	BMV	08/30/16	
16-001401 D	Dickard, Nicholas	BMV	08/24/16	16-09050
16-001403 A	Roberts, Brett	BMV	08/31/16	
16-001403 D	Dickard, Nicholas	BMV	08/24/16	16-09051
16-001404 D	Dickard, Nicholas	BMV	08/24/16	16-09052
16-001405 D1	Dickard, Nicholas	BMV	08/24/16	16-09854
16-001405 D2	Dickard, Nicholas	Theft of Firearm	08/24/16	16-09048
16-001628	Henry, Tracy	Assault CBI-FV	08/26/16	16-10082

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NON-CASE AND SPECIAL ASSIGNMENT ACTIVITY

DATE	DESCRIPTION OF ACTIVITY (Special Assignment, CACDC, Lab, Property Room, etc.)	# of Hours	DATE	DESCRIPTION OF ACTIVITY (Special Assignment, CACDC, Lab, Property Room, etc.)	# of Hours
	Staff Meetings	4			
	Sex Offender Registrations	2			
	Traffic Control-First week of school	10			
	SWAT Training	12			
	Admin/Jail Staff Management	16			
				TOTAL	44

**LITTLE ELM POLICE DEPARTMENT
CRIMINAL INVESTIGATION DIVISION
MONTHLY CASE ASSIGNMENT**

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SUPERVISOR: Lt Wilcox

**DETECTIVE: Sgt Mitchell
MONTH: August
DATE SUBMITTED: 09/01/16**

ATTENDANCE

DATE	DESCRIPTION OF ACTIVITY (Vacation, Training, Holiday, etc.)	# of Hours	DATE	DESCRIPTION OF ACTIVITY (Vacation, Training, Holiday, etc.)	# of Hours
	Comp Time	8			
				TOTAL	8

**LITTLE ELM POLICE DEPARTMENT
CRIMINAL INVESTIGATION DIVISION
ATTENDANCE**

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SUPERVISOR: Lieutenant Wilcox

**DETECTIVE: Danny Phelps
MONTH: August, 2016
DATE SUBMITTED: September 1, 2016**

OFFENSE NUMBER	COMPLAINANT NAME	OFFENSE	DATE ASSIGNED	DATE COMPLETED	CARRY OVER	SUSPENDED	ARREST	EXCEPTION	UNFOUNDED	# CASES FILED	\$\$\$ Amount of Property Recovered
16000746	Mince, Brandi Lee	Criminal Mischief	040716	082516	X	X					
16000827	Beaudoin, Maxwell	Theft	042216	082516	X			X			\$398.98
16000861	Schumacher, Chelsea	UUMV	042516		X						
16000892	Mereado, Marco	Criminal Mischief	050216	082516	X	X					
16000934	Burchett, Farren	Burglary of a Vehicle	050516		X						
16000936	Robinson, Jennifer	Burglary of a Vehicle	050516		X						
16000937	Lapaine, Amela	Burglary of a Vehicle	050516		X						
16000938	Chandler, Jennifer	Burglary of a Vehicle	050616		X						
16000941	Mahaffey, Taryn	Burglary of a Vehicle	050416		X						
16000947	Watson, Maya	Burglary of a Vehicle	050616		X						
16000952	Packer, Matthew	Burglary of a Vehicle	050616		X						
16000965	Luther, Charles	Burglary of a Vehicle	051216		X						
16000969	Hunt, Kendra	Criminal Mischief	051216	082516	X	X					
16000976	Gudaitis, Patricia	Burglary of a Habitation	051216		X						
16001003	Rhodes, Shane	Theft	051616	082516	X	X					
16001042	De La Cruz, Maria	Burglary of a Building	051816		X						
16001126	Sharpe, Kevin	Fraud	060116		X						
16001181	Garcia, Reagan Alise	Death Investigation	061016	082516	X	X					
16001140	Galaviz, Rey	Criminal Mischief	061316	082516	X	X					
16001175	Daniels, Troy	Burglary of a Building	061316		X						
16001200	Vickers, Donna	Burglary of a Vehicle	061616		X						
16001221	Rogge, Addressa	Sexual Assault	062116		X	X					

**LITTLE ELM POLICE DEPARTMENT
CRIMINAL INVESTIGATION DIVISION
ATTENDANCE**

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**DETECTIVE: Danny Phelps
MONTH: August, 2016
DATE SUBMITTED: September 1, 2016**

SUPERVISOR: Lieutenant Wilcox

16001222	Musarra, Rafael	Injury to a Child	062116	080316	X		X
16001237	Falkenberg, Jessica	Burglary of a Vehicle	062116		X		
16001238	Falkenberg, Jessica	Criminal Mischief	062116		X		
16001265	Keith, Jackson	Theft	062916		X		
16001321	Hunter, Ramona	Theft	062916		X		
16001374	Ellington, Kristopher	Criminal Mischief	070816		X		
16001398	Morris, Jennifer	Incident Report	071316		X		
16001416	Fain, Hope	Theft	071616		X		
16001430	Rutter, Shane	Theft	071716		X		
16001469	Draft House	Theft	072516	081116	X	X	
16001471	Staley, Kurtis	Theft of Motor Vehicle	072416		X		
16001491	Payne, Jennifer	Theft	072716		X		
16001508	Stauts, Kim	Theft of a Vehicle	080216				
16001529	Mendez, Arianda	Burglary of a Vehicle	080516				
16001539	Rodriguez, Christine	Criminal Mischief	080916				
16001559	Rosen, Donna	Incident	081116				
16001560	Van Dahm, Troy	Theft	081116	081616			X
16001572	Contreras, Mry	Burglary of a Habitation	081116				
16001573	Burlison, Laura	Burglary of a Habitation	081116				
16001589	Kpandeyenge, Jason	Criminal Mischief	081616				
16001597	Stokes, Anthony	Burglary of a Habitation	081716				
16001601	Bowers, Patrick	Agg Assault Causes SBI	081816				
16001606	Williams, Jacob	Theft	082216				
16001607	Clariday, John	Theft	082216				
16001613	Littrell, Tracy	Criminal Mischief	082216				
16001619	Boyd, Brenda	Burglary of a Vehicle	082216				
16001633	Kinzie, Monica	Theft	082216				
16001637	Brandt, Cyril	Burglary of a Habitation	082316				
16001639	Longworth, Deborah	Burglary of a Habitation	082316				

**LITTLE ELM POLICE DEPARTMENT
CRIMINAL INVESTIGATION DIVISION
ATTENDANCE**

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**DETECTIVE: Danny Phelps
MONTH: August, 2016
DATE SUBMITTED: September 1, 2016**

SUPERVISOR: Lieutenant Wilcox

16001641	Jones, Matthew	Burglary of a Habitation	082316				
16001645	Mosley, Letesha	Burglary of a Habitation	082516				
16001664	Weiland, Jeff	Theft	082916				
16001679	Foerster, Meredith	Criminal Mischief	082916				
16001687	Pleasant, Shileah	Theft	083116				
16001689	Pleasant, Shileah	Theft	083116				

CASES FILED WITH DISTRICT ATTORNEY

OFFENSE NUMBER	PERSON CHARGED	CHARGE	DATE FILED WITH D.A.	COMMENTS
15-000810	Batiste, Isaac	Retaliation	080216	16-08978 (08/04/2016)

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NON-CASE AND SPECIAL ASSIGNMENT ACTIVITY

DATE	DESCRIPTION OF ACTIVITY (Vacation, Training, S/A, etc.)	# of Hours	DATE	DESCRIPTION OF ACTIVITY (Vacation, Training, S/A, etc.)	# of Hours
081816	SWAT Training	3	081816	Grand Jury Testimony	2.5
082216	School Zones	2	083016	SWAT Training	4

ATTENDANCE

DATE	(Vacation, Training, Holiday, etc.)	# of	DATE	DESCRIPTION OF ACTIVITY	# of
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**LITTLE ELM POLICE DEPARTMENT
CRIMINAL INVESTIGATION DIVISION
ATTENDANCE**

PAGE 4 OF 3

**DETECTIVE: Danny Phelps
MONTH: August, 2016**

SUPERVISOR: Lieutenant Wilcox

**DATE SUBMITTED: September 1, 2016
(Vacation, Training, S/A, etc.)**

		Hours			Hours
080816	Vacation	7			
				TOTAL	

**LITTLE ELM POLICE DEPARTMENT
CRIMINAL INVESTIGATION DIVISION
MONTHLY CASE ASSIGNMENT**

PAGE 1 OF 2

SUPERVISOR:

**DETECTIVE: Wilcox
MONTH: August
DATE SUBMITTED:**

OFFENSE NUMBER	COMPLAINANT NAME	OFFENSE	DATE ASSIGNED	DATE COMPLETED	CARRY OVER	SUSPENDED	ARREST	EXCEPTION	UNFOUNDED	# CASES FILED	\$\$\$ Amount of Property Recovered
16-001437	Elizabeth Kreidler	Theft	72016	8216	X			X			
16-001442	LEPD	CPS referral	72016	8416	X				X		
16-001446	UNK	CPS referral	72116	8416	X			X			
16-001481	UNK	CPS referral	72616	8416	X				X		
16-001484	UNK	CPS referral	72716	8916	X	X					
16-001501	UNK	CPS referral	72916	8416	X			X			
16-001553	UNK	CPS referral	81016	81816				X			
16-001574	UNK	CPS referral	81216	81816				X			
16-001576	UNK	CPS referral	81516	82316				X			
16-001579	UNK	CPS referral	81516								
16-001622	UNK	CPS referral	82216								
16-001624	UNK	CPS referral	82216								
16-001648	UNK	CPS referral	82516	83016				X			
16-001667	Matt Lambert	Found property	82916	83016				X			

**LITTLE ELM POLICE DEPARTMENT
CRIMINAL INVESTIGATION DIVISION
MONTHLY CASE ASSIGNMENT**

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SUPERVISOR:

**DETECTIVE: Wilcox
MONTH: August
DATE SUBMITTED:**

CASES FILED WITH DISTRICT ATTORNEY

OFFENSE NUMBER	PERSON CHARGED	CHARGE	DATE FILED WITH D.A.	COMMENTS

NON-CASE AND SPECIAL ASSIGNMENT ACTIVITY

DATE	DESCRIPTION OF ACTIVITY (Special Assignment, CACDC, Lab, Property Room, etc.)	# of Hours	DATE	DESCRIPTION OF ACTIVITY (Special Assignment, CACDC, Lab, Property Room, etc.)	# of Hours
81116	Court	4			
	Command staff meetings	4			
	CAC	4			
				TOTAL	12

**LITTLE ELM POLICE DEPARTMENT
CRIMINAL INVESTIGATION DIVISION
MONTHLY CASE ASSIGNMENT**

PAGE 3 OF 2

SUPERVISOR:

**DETECTIVE: Wilcox
MONTH: August
DATE SUBMITTED:**

ATTENDANCE

DATE	(Vacation, Training, Holiday, etc.)	# of Hours	DATE	DESCRIPTION OF ACTIVITY (Vacation, Training, S/A, etc.)	# of Hours
August	range	24			
83116	Vacation	10			

REPORTABLE

NON-REPORTABLE

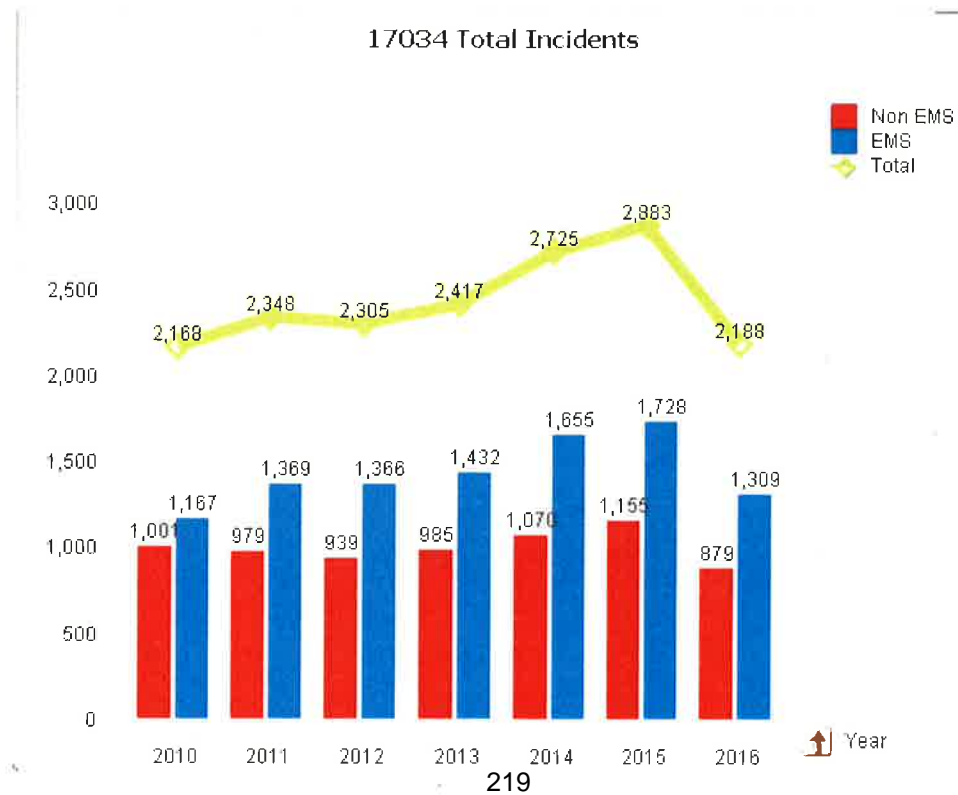
NON-REVENUE								
TIMES	MON	TUE	WED	THUR	FRI	SAT	SUN	TOTAL
0600-0700	1	0	0	0	1	0	0	2
0700-0800	2	0	0	0	0	1	0	3
0800-0900	1	2	0	1	0	0	0	4
0900-1000	0	1	0	0	0	1	0	2
1000-1100	1	2	1	0	0	1	0	5
1100-1200	0	0	0	0	0	0	3	3
1200-1300	0	0	1	1	0	0	0	2
1300-1400	0	1	1	1	0	0	1	4
1400-1500	1	0	2	1	1	0	0	5
1500-1600	0	0	0	1	1	0	0	2
1600-1700	2	1	0	1	1	0	0	5
1700-1800	2	0	0	0	1	2	0	5
1800-1900	1	0	2	0	2	0	0	5
1900-2000	1	1	0	0	0	0	0	2
2000-2100	0	0	2	0	0	0	0	2
2100-2200	0	0	0	0	1	0	1	2
2200-2300	0	1	0	0	0	0	0	1
2300-0000	0	0	0	0	0	0	0	0
0000-0100	0	0	0	0	0	0	0	0
0100-0200	1	0	0	0	0	0	0	1
0200-0300	0	0	0	0	0	0	0	0
0300-0400	0	0	0	0	0	0	0	0
0400-0500	0	0	0	0	0	1	0	1
0500-0600	0	0	0	0	0	1	0	1
TOTAL	13	9	9	6	8	7	5	57

LITTLE ELM FIRE DEPARTMENT AUGUST Statistics

Snap Shot (Month)



Fire vs EMS Incidents – Calendar Year Comparison (2016) through Month



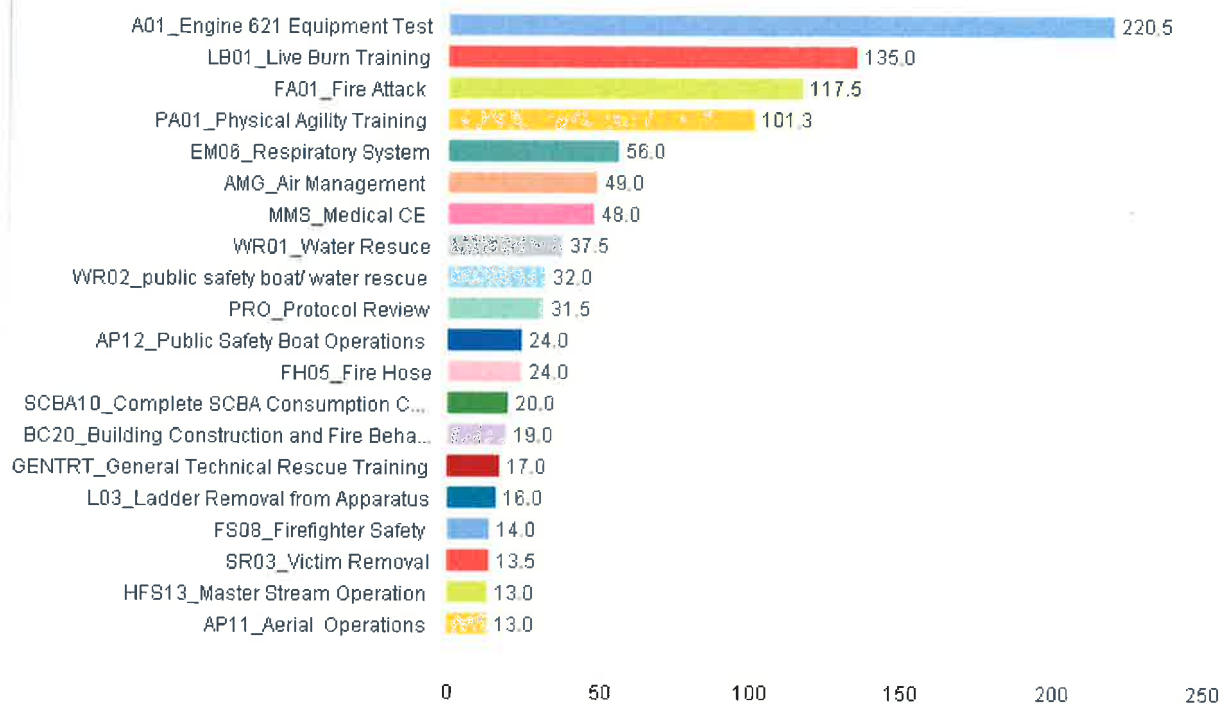
LITTLE ELM FIRE DEPARTMENT

AUGUST Statistics

All Incidents - Calendar Year to Date Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	YTD Total
2010	198	135	151	169	163	183	203	197	1399
2011	214	227	190	174	186	186	220	192	1589
2012	157	166	193	204	204	206	183	162	1475
2013	195	190	220	206	202	190	203	219	1625
2014	246	221	204	207	251	221	214	236	1800
2015	247	209	222	225	270	232	247	230	1882
2016	240	247	257	250	236	265	289	278	2062

All Staff - Training Hours by Topic for August



Inspections (Month)

Inspection Type	Count
207 INSPECTION - Annual Fire Inspection - Suite	5
208 INSPECTION - Annual Fire Inspection - Shell	13
210 INSPECTION - Educational	6
Construction Permit	79

Plans Review (Month)

Review Stage	Avg. Time in Days	Count
1 st Reviews	3.81	44
2 nd Reviews	3.6	6
3 rd Reviews	0	0
Year to Date Reviews	3.52	461



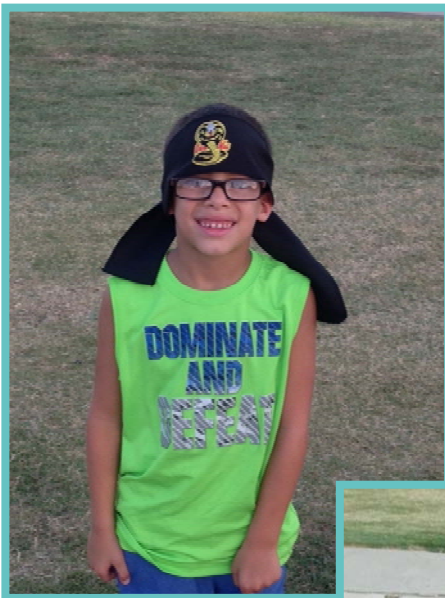
Parks, Recreation & Library

August 2016



Special Events

Special Events Department hosted the classic film, Karate Kid. This 80's throw-back movie was featured at this month's Movie in the Park. Adults were happy to watch a childhood favorite while introducing it to their kids. Daniel befriends Mr. Miyagi, an unassuming repairman who just happens to be a martial arts master. Miyagi takes Daniel under his wing, training him in a more compassionate form of karate and preparing him to compete against the brutal Cobra Kai.





Recreation Division

Our summer programming finished this August with over 35 participants in our classes, and over 1269 attended group fitness classes! We are also thrilled to announce one of our members who has been training at the Rec Center with our personal trainers, reached her goal to finish 1st in her age group and 7th overall in a local 5K!

The Rec Center is also helping our town employees work towards active and healthy lifestyles with 13 employees participating in the Couch to 5K training program, in preparation for the Rock the Doc 5K. In addition 21 employees completed their Fitness Assessments, and 41 employees participated in the August wellness seminar and/or activity.

The Rec staff is working hard to prepare for the expansion! The team visited 7 fitness facilities, meeting with staff, management teams, and equipment vendors to get insights on new equipment, floor plans and layouts, recreation and group fitness programming, operating logistics, pricing, cost recovery strategies and more!

We are excited moving into September with fall programming starting up with a new series of Creative Arts, Exploring Dance, Stroller Stride, Girls on the Run, and so much more!





Senior Center Division

The seniors went to the Frontiers of Flight Museum where they reminisced with some of the Rosie Riveters. They also enjoyed a presentation by John “Lucky” Luckadoo. Lucky is a WWII B17 pilot. Lucky has accepted an invitation to our senior center as the keynote speaker at the Veteran’s Day celebration in November.

Monthly covered dish luncheon serves as the perfect venue to mingle with the new and the not so new members.

The quilters are sharing their knowledge to help keep alive a great American tradition. This group uses their time and talent for a number of worthy service projects.





Athletics Division

Summer adult softball wrapped up with 39 teams finishing the league. Fall registration ended with 40 teams registered. Adult leagues offered this fall are Sunday co-ed, Monday men’s, Thursday men’s and women’s, and Friday co-ed.

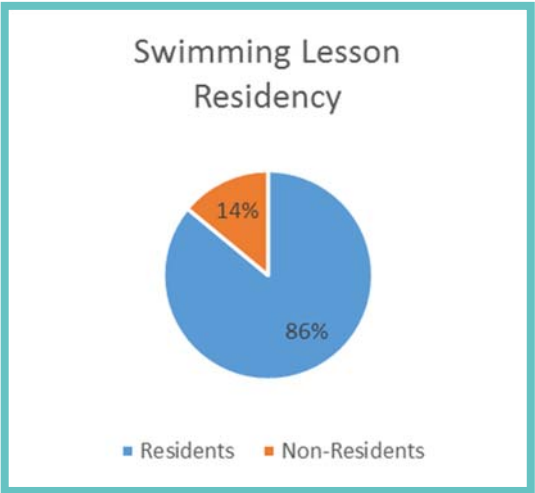
Summer adult basketball league concluded with 6 teams, allowing for more competition this season. Several women played for the first time in the basketball league.

Adult indoor volleyball fall league kicked off with 6 teams registered in the 8-week league. The next indoor volleyball league will begin in November.



Aquatics Division

Aquatics season was a huge success this year! 456 students were enrolled in swimming lessons. There was a 33% increase in enrollment and an 83% increase in revenue compared to 2015. Several HOA’s donated their revenue back to the Town, to help fund next year’s program. For the first time private adult lessons and evening lessons were offered.





Library

Kids of all ages got to tinker, engineer, create and hack when the Perot Museum's T.E.C.H Truck visited the library. Advance tickets sold out online and a capacity crowd had fun making music with a Ma-key-Makey keyboard, making light up LED bracelets and much more.

Three dozen future ballerinas came to a special story time sponsored by Studio Dance Centre. After reading the book "Amy the Dancing Bear," the group participated in a series of basic ballet positions.

The library participated in Little Elm ISD's Back to School Bash, where they handed out information and interacted with 600+ visitors. Library staff also saw many familiar faces and made new connections for partnerships at Little Elm ISD's employee Convocation.

