



**WORKSHOP & REGULAR MEETING
OF THE TOWN COUNCIL**

**Tuesday, October 19, 2021
6:00 PM**

**Little Elm Town Hall
100 W Eldorado Parkway, Little Elm, TX 75068**

1. **Call to Order Council Workshop at 6:00 p.m.**
 - A. Invocation.
 - B. Pledge to Flags.
 - C. Items to be Withdrawn from Consent Agenda.
 - D. Emergency Items if Posted.
 - E. Request by the Town Council for Items to be Placed on a Future Agenda for Discussion and Recognition of Excused Absences.
 - F. Presentation of Monthly Updates.
 - G. Town Council to Highlight Items on the Agenda Needing Further Discussion or Comments Prior to the Regular Session.
2. **Presentations.**
 - A. Present a **Proclamation Declaring October 2021 as Chiropractic Health Month.**

- B. Present a **Proclamation Declaring October 2021 as Hindu Heritage Month.**

3. **Workshop.**

- A. Present and Discuss **Fiber Optics in the Town of Little Elm.**

- B. Present and Discuss the **Magic of Lights and Tree Lighting.**

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

5. **Public Comments**

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

6. **Consent Agenda**

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

- A. Consider Action to Approve the **Minutes for the September 21, 2021, Regular Town Council Meeting.**

- B. Consider Action to Approve **Resolution No. 1019202101 Approving an Interlocal Cooperation Contract Between the Town of Little Elm and Texas State University.**

- C. Consider Action to Approve **Little Elm Economic Development Corporation's Investment Policy for 2021-2022.**

- D. Consider Action to Approve **Third Amended and Restated 380 Performance Agreement between Little Elm EDC and Flix Entertainment, LLC.**

- E. Consider Action to Approve the **Second Amended and Restated 380 Economic Development Program and Performance Agreement between GCRE and LCAR Main Marketplace, LLC, Little Elm EDC and the Town of Little Elm.**

- F. Consider Action to Approve a **Boundary Adjustment with the Town of Little Elm and Lakewood Village.**

- G. Consider Action to Approve the **Final Acceptance of the Bay Ridge and Wynfield Farms Screening Wall Project (Contract #2020-08).**

- H. Consider Action to Award a **Professional Services Contract to Dunaway Associates, LLC for the Lakeside Youth Sports Improvements Project.**
- I. Consider Action to Award a **Construction Contract to Superior Concrete Products for the Emergency Repair of a Retaining Wall Located near 2764 Crescent Lake Drive, in an Amount not to Exceed \$320,000.**
- J. Consider Action to Award **RFP 2022-01 for Synthetic Turf Installation at Cottonwood Park and Lakeside Middle School to Field Turf USA, Inc., in an Amount not to Exceed \$2,817,586.**
- K. Consider Action to Approve the **iHeart Media Event Promotion Agreement.**

7. **Public Hearings.**

- A. Hold a Public Hearing for the **Spiritas Ranch East Public Improvement District in Accordance with Chapter 372 of the Texas Local Government Code.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

- B. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1638 Regarding a Request to Rezone Approximately 58.504 Acres of Land, Currently Zoned Primarily as Agriculture (AG), Generally Located on the East Side of Hill Lane, Between Oak Grove Parkway and French Settlement Road, within Little Elm's Town Limits, in Order to Establish a New Planned Development District, to Allow the Development of a New Age-Restricted, Single Family Residential Community Known as Ladera Little Elm. The Town's Future Land Use Plan will be Amended Concurrently with this Request, in Order to Reflect the New Extent of Residential Use, Where Commercial/Retail Use was Previously Envisioned.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1638:

- C. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1639 Regarding a Request to Rezone Approximately .99 Acres of Land, Currently Zoned as Light Commercial, Generally Located at 2750 Little Elm Parkway, on the South Side of Little Elm Parkway, within Little Elm's Town Limits, in Order to Establish a New Planned Development District Based on Light Commercial, to Allow a New Commercial Development with Modified Development Standards.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1639:

- D. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1640 on a Town-initiated Request to Rezone Approximately 4.209 acres of Land, Currently Zoned as Agriculture (AG), Generally Located on the South Side of Oak Grove Parkway, Between Hill Lane and Eldorado Parkway, within Little Elm's Town Limits, to Light Commercial (LC), in Order to Clean Up the Zoning on Portions of Parcels Remaining from an Adjacent Rezoning, as well as to Align More Closely with the Future Land Use Plan (FLUP).**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1640:

- E. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1641 on a Request to Rezone Approximately 544.1 Acres of Land, Currently Zoned as Agriculture, Generally Bound by FM 720 to the West, Lewisville Lake to the East, and US 380 to the North, within Little Elm's Town Limits, in Order to Establish a New Planned Development District, to Allow the Development of a New Single Family Residential Subdivision Known as Spiritas Ranch, with Amenities, a New School, and a Small Pocket of Retail in the Center.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1641:

- F. Hold a Public Hearing, Present, Discuss, and Consider Action on a **Request to Rezone Approximately 5.79 acres of Land, Generally Located at 1816 W Eldorado Parkway, in Order to Establish a New Planned Development District, to Allow the Development of a New Single Family Residential Subdivision.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action:

8. Reports and Requests for Town Council Consideration.

- A. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Integrity Group, LLC.**
- B. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Rui Hong, Inc.**
- C. Present, Discuss and Consider Action on **Appointing Charter Review Committee Members.**

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

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

10. **Reconvene into Open Session**

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

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

11. **Adjourn.**

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

Persons with disabilities who plan to attend this meeting and who may need auxiliary aide of service such as interpreters for the hearing impaired, reader or large print are requested to contact the secretary at 214-975-0452 two days prior to the meeting so appropriate arrangements can be made.

BRaille IS NOT PROVIDED.

Respectfully,

Acting Town Secretary

This is to certify that the above notice was posted on the Town's website and on the bulletin board at Town Hall this 14 day of October 2021 before 5:00 p.m.



Date: 10/19/2021
Agenda Item #: 2. A.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Present a **Proclamation Declaring October 2021 as Chiropractic Health Month.**

DESCRIPTION:

Mayor Cornelious will present a proclamation declaring the month of October, 2021 as Chiropractic Health Month.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

Chiropractic Health Month Proclamation



Proclamation

WHEREAS, There has been a general increase in the prevalence of sedentary lifestyles over the years due to advances in technology and transportation, and further exacerbated over the past year by the COVID-19 pandemic and the increase in remote work, leading to an increase in musculoskeletal conditions such as low back pain and joint pain;

WHEREAS, The public health crisis has also led to an increase in stress and mental health problems nationwide. A March 2021 survey by the Centers for Disease Control and Prevention found that the prevalence of adults with anxiety or a depressive disorder increased from 36.4% to 41.5% between August 2020 and February 2021;

WHEREAS, Research shows that physical activity provides several important health benefits, including helping to manage weight, increase bone and muscle strength, lower blood pressure and cholesterol, and decrease risk of heart disease and stroke;

WHEREAS, Research shows that physical activity also provides valuable benefits to our mental health by reducing the risk of anxiety and depression and enhancing sleep and quality of life;

WHEREAS, Doctors of chiropractic are physician-level healthcare providers who focus on the whole person as part of their hands-on, nondrug approach to pain management and health promotion, and who have special expertise in the prevention, treatment and rehabilitation of musculoskeletal conditions that may inhibit movement and physical activity;

WHEREAS, In addition to expertise in spinal manipulation, chiropractors are trained to recommend therapeutic and rehabilitative exercises, and to provide nutritional, dietary and lifestyle advice to help people enhance their physical fitness and overall wellness.

WHEREAS, Chiropractors, who have been listed as part of the essential healthcare workforce by the U.S. Department of Homeland Security, are also trained to diagnose conditions and to refer patients to other healthcare providers and specialties when necessary;

WHEREAS, National Chiropractic Health Month 2021 serves as a reminder to all

citizens that doctors of chiropractic can be key partners in helping them to keep moving by treating pain and improving function with noninvasive, nondrug approaches that are safe and effective;

NOW, THEREFORE, we join with the American Chiropractic Association as it promotes the physical and mental health benefits of physical activity with its "Keep Moving!" campaign and declare **October 2021 National Chiropractic Health Month**.

Given under my hand and Seal of the Town of Little Elm, Texas, this 19th day of October, 2021.

Curtis J. Cornelious, Mayor of Little Elm



Date: 10/19/2021
Agenda Item #: 2. B.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Present a **Proclamation Declaring October 2021 as Hindu Heritage Month.**

DESCRIPTION:

Mayor Cornelious will present a proclamation for Hindu Heritage Month.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

Hindu Heritage Month Proclamation



Proclamation

WHEREAS, Hinduism is the third largest religion in the world, with one billion practitioners worldwide and approximately three million in United States; and

WHEREAS, The Hindu heritage, culture, traditions and values provide their followers invaluable solutions to many of life's problem and often serve as source of inspiration, reflection and contemplation for the millions of individuals who look to the teachings of Hinduism for guidance; and

WHEREAS, The vibrant Hindu American Community has contributed tremendously to the vitality of the Town of Little Elm Texas by enriching the lives of its citizen; and

WHEREAS, During the month of October 2021, the Hindu community across the state of Texas and across our great nation will collectively celebrate its heritage by focusing on its culture and diverse spirituals traditions rooted in India

NOW, THEREFORE, we declare the month of **October 2021 as Hindu Heritage Month** and urge all the residents of Little Elm, TX to take cognizance of this event and participate fittingly in its observance.

Given under my hand and Seal of the Town of Little Elm, Texas, this 19th day of October, 2021.

Curtis J. Cornelious, Mayor of Little Elm



Date: 10/19/2021
Agenda Item #: 3. A.
Department: Administrative Services
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Present and Discuss **Fiber Optics in the Town of Little Elm.**

DESCRIPTION:

Open Infra, Inc. will be making a presentation regarding their future plan to install fiber optics throughout the Town of Little Elm, specifically in Union Park.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.



Date: 10/19/2021
Agenda Item #: 3. B.
Department: Community Services
Strategic Goal: Maximize community recreation and leisure activities
Staff Contact: Chad Hyde, Director of Community Services

AGENDA ITEM:

Present and Discuss the **Magic of Lights and Tree Lighting.**

DESCRIPTION:

Discuss Magic of Lights event and tree lighting.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.



Date: 10/19/2021
Agenda Item #: 6. A.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Consider Action to Approve the **Minutes for the September 21, 2021, Regular Town Council Meeting.**

DESCRIPTION:

The minutes for the September 21, 2021, regular Town Council meeting are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

September 21, 2021 Minutes

DRAFT

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

REGULAR TOWN COUNCIL MEETING TUESDAY SEPTEMBER 21, 2021 - 6:00 p.m.

Present: Mayor Curtis J. Cornelious; Mayor Pro Tem Neil Blais; Council Member Tony Singh; Council Member Jeremy Lukas; Council Member Lisa Norman

Absent: Council Member Michael McClellan

Staff Present: Joe Florentino, Assistant Town Manager; Matt Mueller, Town Manager; Deidre Hale, Human Resources Director; Fred Gibbs, Director of Development Services; Jason Shroyer, Director of Public Works; Jennette Espinosa, EDC Executive Director; Kate Graham, Assistant to the Town Manager; Paul Rust, Fire Chief; Rebecca Hunter, Purchasing Manager; Robert Brown, Town Attorney; Rodney Harrison, Police Chief; Erin Mudie, Managing Director of Communications/PIO; Wesley Brandon, Town Engineer

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

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

A. Invocation.

Mayor Pro Tem Neil Blais gave the invocation.

B. Pledge to Flags.

C. Items to be Withdrawn from Consent Agenda.

None.

D. Emergency Items if Posted.

None.

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

The council recognized the absence of council member Michael McClellan as an excused absence for illness.

- F. Presentation of Monthly Updates.

Chief Rodney Harrison gave an update on National Night Out, scheduled for October 5, 2021. Harrison updated the Council on the dispatch services that will be switched to the City of Denton on September 27, 2021. Chief Paul Rust gave an update on the Interlocal Agreement with Crossroads and the budget impact of this agreement. Mayor Pro Tem Neil Blais addressed an item related to a proposed vape shop from the previous agenda and reiterated the council's support of the Planning and Zoning Commission.

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

Council member Tony Singh highlighted a number of complaints that the council has been receiving regarding fiber optic cable installation in neighborhoods throughout Town. Singh requested further staff involvement to address these issues.

2. **Presentations.**

- A. Present a **Proclamation Declaring September 17-23, 2021 as Constitution Week.**

Mayor Cornelious presented a proclamation to representatives of the Daughters of the American Revolution.

- B. Present the **Annual Achievement of Excellence in Procurement Award for 2021** from the **National Procurement Institute, Inc. (NPI).**

The Town's purchasing department was awarded the Annual Achievement of Excellence in Procurement Award.

- C. Present a **Donation of a Police Bicycle to the Little Elm Police Department.**

Joel Hoebeck, a member of the Shawnee Trail Cycling Club of Frisco, presented a police bike to the Little Elm Police Department.

3. **Workshop.**

- A. Present and Discuss the **Charter Review Committee.**

Caitlan Biggs, Director of Administrative Services/Town Secretary, gave an overview of the Charter Review Committee and the charter requirements to appoint a review committee. Council members discussed how they would like to nominate individuals and the timing of appointing the committee. Council members will provide nominees before the next council meeting, so that the committee can be appointed at the October 19, 2021 meeting.

- B. Present and Discuss the **Polco Resident Survey**.

Michelle Kobayashi from Polco gave an overview of the results from the National Community Survey conducted in the spring of 2021.

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

5. **Public Comments**

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

Ericca of 1 Bay Place Little Elm, Texas 75068, submitted a public comment online regarding the Town's beach and social media influence. Below is the comment.

Mayor and Council;

You need to hire a college grad from NTx to become Little Elm's Social Media Influencer. Someone that is posting and promoting events not just on the city's pages but across all area and interest groups. Someone doing live buzz worthy posts from events. Someone that has their heart and soul in this area. Someone that can go online and not just sell you into visiting but make you fall in love with our parks, beaches, family events etc... This cannot be done by an agency. I saw a significant decrease in attendance this year at the beach and this trickles down into our beach patrol budget. Empty parking spaces mean less money for our budgets. I can do a live feed from the water and within 30 min your beach has an influx of visitors. We regularly log thousands of views in short periods of times on these same live feeds.

I would like to see Little Elm Animal Services promoting their adoptable pups at the beach or as SUP pups on Paddleboards. We also have groups of people setting up 10 mile paddles(paddleboards and kayaks) wanting to socialize on the water away from beach crowds. Folks are paddling over to Hula Hut and the restaurant at the new Cottonwood park should be a priority. As is the new park at Spiritas. Folks are looking for places to go on the water with small and large watercraft. They have money to spend in groups. We need year around parking fees for non-resident visitors and a toll system tied into NTTA. This collecting monies on the side of the road has got to go.

We have less much needed water patrols. I hope we can return to the friendly blue warm weather uniforms and happy smiling faces of officers that love our community and our residents. Over the years I have seen Officers chase down errant jet skis on foot, wade into waters to rescue folks and often knowing most beach visitors by name. I would like to see a return to that friendliness.. More police coverage doesn't have to be an indifferent SWAT presence. Thank-you.

6. **Consent Agenda**

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

Motion by Mayor Pro Tem Neil Blais, seconded by Council Member Tony Singh ***to approve the Consent Agenda.***

Vote: 5 - 0 - Unanimously

- A. Consider Action to Approve the **Minutes for the September 7, 2021, Regular Town Council Meeting.**
- B. Consider Action to Approve **Proposed Text Amendments to Chapter 26 (Businesses and Business Regulations) by Amending Article IV, Division 1, Section 26-91 (Definitions) and Adding Section 26-128 (Food Trucks) under Division 3, in Order to Establish Requirements and Regulations for Food Truck Operations Within the Town.**
- C. Consider Action to Approve **a Boundary Adjustment with the Town of Little Elm and Providence Village.**
- D. Consider Action to Approve **Resolution No. 0921202102 Nominating David Terre for the Denton Central Appraisal District Board of Directors.**
- E. Consider Action to Approve **Resolution No. 0921202103 Consent for Utility and Road Bonds for Highway US 380 MMD.**
- F. Consider Action to Approve an **Amendment to the Interlocal Cooperation Agreement Between Collin County Teen Court and the Town of Little Elm.**
- G. Consider Action to Approve an **Interlocal Cooperation Agreement for Property Assessment and Collections Between the Town and Denton County Tax Assessor's Office for the Public Improvement District Spiritas Ranch.**
- H. Consider Action to Approve an **Interlocal Cooperation Agreement for Property Assessment and Collections Between the Town and Denton County Tax Assessor's Office for the Public Improvement District Rudman Tract.**
- I. Consider Action to Approve an **Interlocal Cooperation Agreement for Property Assessment and Collections Between the Town and Denton County Tax Assessor's Office for the Public Improvement District Valencia.**
- J. Consider Action to Approve an **Interlocal Cooperation Agreement for Property Assessment and Collections Between the Town and Denton County Tax Assessor's Office for the Public Improvement District Hillstone Pointe No. 2.**
- K. Consider Action to Approve an **Interlocal Cooperation Agreement for Property Assessment and Collections Between the Town and Denton County Tax Assessor's Office for the Public Improvement District Lakeside Estates No. 2.**
- L. Consider Action to Approve the **Performance Agreement Between Tiff's Treats, Dallas II, LLC and Little Elm EDC.**

- M. Consider Action to Approve the **Final Acceptance of the McCord Trail Repair Project.**

7. Public Hearings.

- A. Hold a Public Hearing, Present, Discuss, and Consider Action on **Resolution No. 0921202104 Authorizing Submission of the Grant Application and Designating the Town Manager as the Authorized Representative in Matters Related to the Texas Parks & Wildlife Department Outdoor Recreation Grant Application for Cottonwood Park Phase 2.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Resolution No. 0921202104:

Town Engineer Wesley Brandon gave an overview of the attached presentation.

Motion by Council Member Lisa Norman, seconded by Council Member Jeremy Lukas **Open**

Public Hearing: 7:07 p.m.

Receive Public Comments: None.

Close Public Hearing: 7:08 p.m.

Take Action on Resolution No. 0921202104: to approve Resolution No. 0921202104

Vote: 5 - 0 - Unanimously

8. Reports and Requests for Town Council Consideration.

- A. Present, Discuss and Consider Action on **Resolution No. 0921202101 Setting a Public Hearing on October 19, 2021 for the Creation of the Spiritas Ranch East Public Improvement District in Accordance with Chapter 372 of the Texas Local Government Code.**

EDC Executive Director Jennette Espinosa gave an overview of the attached presentation, discussing the creation of the Spiritas Ranch East Public Improvement District.

Motion by Mayor Pro Tem Neil Blais, seconded by Council Member Lisa Norman **to approve Resolution No. 0921202101.**

Vote: 5 - 0 - Unanimously

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

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

- Town Judge Evaluation
- Town Prosecutor Evaluation
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

Council entered into Executive Session at 7:11 p.m.

10. Reconvene into Open Session

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

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

Council reconvened open session at 9:16 p.m.

Motion by Mayor Pro Tem Neil Blais, seconded by Council Member Tony Singh ***to increase the Town Secretary's pay by 2.5% effective October 1, 2021.***

Vote: 5 - 0 - Unanimously

11. Adjourn.

Meeting adjourned at 9:17 p.m.

Respectfully,

Kate Graham
Acting Town Secretary

Passed and Approved this 19th day of October 2021



Date: 10/19/2021
Agenda Item #: 6. B.
Department: Police
Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact: Rodney Harrison, Police Chief

AGENDA ITEM:

Consider Action to Approve **Resolution No. 1019202101 Approving an Interlocal Cooperation Contract Between the Town of Little Elm and Texas State University.**

DESCRIPTION:

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

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Resolution No 1019202101 Texas State Tobacco Compliance
Interlocal Cooperation Agreement Between Texas State and the Town of Little Elm

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. 1019202101

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

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

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

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

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

PASSED AND APPROVED this 19th day of October, 2021.

Curtis Cornelious, Mayor

ATTEST:

Kate Graham, Acting Town Secretary

INTERLOCAL COOPERATION CONTRACT

THE STATE OF TEXAS
COUNTY OF HAYS

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

I. Contracting Parties

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

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

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

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

II. Statement of Services to be Performed

Performing Party will perform the following service(s):

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

III. Basis for Calculating Reimbursable Costs

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

IV. Contract Amount

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

V. Payment of Services

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

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

VI. Warranties

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

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

VII. Term of the Contract

This Agreement is effective **upon execution of this contract** and shall terminate on **August 31, 2022**.

VIII. Termination

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

IX. Other Provisions

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

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

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

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

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

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

PERFORMING PARTY
Town of Little Elm

By _____
Name _____
Title _____
Date _____

By _____
Name _____
Title _____
Date _____

RECEIVING PARTY
Texas State University

By _____
Name _____
Title _____
Date _____

EXHIBIT A SCOPE OF WORK

The Performing Party shall diligently render the following performance:

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

1. Enforcement Activities

The Performing Party shall:

- a. Conduct Controlled Buy/Stings and Follow-ups of tobacco permitted retail outlets and sales and use tax permitted e-cigarette retail outlets using minors as decoys, to determine compliance with applicable laws in accordance with *Texas Health and Safety Code §161.082 – Sale of cigarettes, e-cigarettes, or tobacco products to persons younger than 21 years of age prohibited: Proof of age required*. Refer to **Exhibit B Schedule – Performance Measures**, for the number of controlled buy/stings to be conducted.
- b. Conduct controlled buy/stings and follow-ups in target areas to include high retail density, low socio economic, high risk areas, and local perspective of previous sales to minors and/or complaints received.
- c. Record the results of the controlled buy/stings conducted using the Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 9/2020)) provided by the Texas School Safety Center at Texas State University.
- d. Use non-smoking male and female minors ages 16 –20 (born on or after September 1, 2001) in accordance with *Texas Health and Safety Code, Chapter 161.088 – Enforcement; Announced Inspections*.
- e. Use the State Comptroller of Public Accounts most recent Tobacco Permitted Retail Outlet List and Sale and Use Tax Outlet List of e-cigarette retail outlets for the controlled buy/stings to obtain retail outlet name, address, and tobacco permit numbers.
- f. Conduct follow-up controlled buy/stings of retail outlets found to be in violation of the sale of cigarettes, e-cigarettes, or tobacco products to minors. Reasons for follow-up may include: 1) repeated violations, 2) knowledge of historical perspective of previous sales to minors, and /or 3) complaints received where a follow-up is needed. Follow-up controlled buy/stings shall be conducted within two to ten (2-10) days of original controlled buy/sting.

2. Training Activities

The Performing Party shall:

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

3. Reporting Requirements

The Performing Party shall:

- a. Submit a completed Monthly Summary and Invoice form (TEP-101 (Rev 9/2021)) provided by the Texas School Safety Center at Texas State University that tallies the number of controlled buy/stings and follow-ups conducted and number of citations issued within the performance reporting period.
- b. Submit billing information for services provided in the invoice section of the Monthly Summary and Invoice form (TEP-101 (Rev 9/2021)). Payment amount for services is outlined in **Exhibit C – Payment for Services**. The Monthly Summary and Invoice form (TEP-101 (Rev 9/2021)) shall be signed by the designated authorized official
- c. Attach completed Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report forms (TEP-102 (Rev 9/2020)) for each controlled buy/sting conducted for the performance reporting period. The total activity reported shall correspond to the pre-established monthly goal listed in the Work Plan (TEP-100 (Rev 9/2020)).
- d. The Monthly Summary and Invoice form (TEP-101 (Rev 9/2021)) shall be submitted to the Texas School Safety Center on the first day of the month. The report may be mailed to the Texas School Safety Center, Attn. Bea Pyle, 601 University Dr., San Marcos, Texas 78666 or emailed to beapyle@txstate.edu.
- e. Texas School Safety Center forwards violation information to the Comptroller of Public Accounts as required by law, (*Texas Health & Safety Code, Section 161.090 Reports of Violation*) by the 10th working day of the month for activity of the previous month.

4. Additional Program Requirements

The Performing Party shall:

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

- b. Coordinate enforcement activities with other law enforcement agencies within the Performing Party's area. Coordination of services shall include but not limited to resources such as officers and minor decoys to maintain integrity of the undercover operation in testing compliance with tobacco sales to minors.
- c. Performing Party shall maintain specific, detailed supporting documentation of all programmatic records used in the course of conducting the Controlled Buy/Stings for a minimum of 4 years.

EXHIBIT B PERFORMANCE MEASURES

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

The Performing Party shall:

1. Conduct the number of activities for this contract period as follows:
 - a. Total number of controlled buy/stings and follow-ups using minors as decoys: **15**
 - i. In at least 50% of all controlled buy/stings conducted, the minor must attempt to purchase an e-cigarette, component, part, or accessory.
 - ii. Minimum number of e-cigarette attempts: **8**
 - b. A performance measure will not be assigned for follow-up of controlled buy/stings as a result of local perspective of previous sales to minors and/or complaints received. However, contractor is required to conduct follow-up of retail outlets not in compliance and report the activity monthly.
2. The Performing Party shall follow the Work Plan's (TEP-100 (Rev 9/2020)) monthly goals as pre-established upon the execution of the contract. The Work Plan (TEP-100 (Rev 9/2020)) outlines monthly goals to follow from **September 2021 to August 2022**.
 - a. Deviation from the pre-established Contractor's Program Work Plan requires prior approval from the Texas School Safety Center at Texas State University via email: beapyle@txstate.edu or phone: 512-245-0821.
 - b. Failure to complete and/or update the Work Plan (TEP-100 (Rev 9/2020)) may result in payment being withheld until completion or submission.

EXHIBIT C PAYMENT FOR SERVICES

Payment will be based on the receipt and approval of Monthly Summary and Invoice form (TEP-101 (Rev 9/2021)) and attached Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report forms (TEP-102 (Rev 9/2020)).

The Performing Party shall:

1. Be paid monthly upon submission of completed Monthly Summary and Invoice form (TEP-101 (Rev 9/2021)) and attached Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report forms (TEP-102 (Rev 9/2020)) as confirmation of services rendered.
2. Be paid \$125.00 for each correct and completed controlled buy/sting reported on the Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 9/2020)). All costs incurred for the purpose of conducting a complete control buy/sting are the responsibility of the contractor. In order to receive full payment for the controlled buy/stings including follow-ups billed for each performance reporting period, a completed Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 9/2020)) must be attached for each.
3. Submit invoices and attachments to the Texas School Safety Center, Attn. Bea Pyle, 601 University Dr., San Marcos, Texas 78666 or emailed to beapyle@txstate.edu.

The Monthly Summary and Invoice form (TEP-101 (Rev 9/2021)) will be reviewed by the receiving agency and submitted for payment if information included in the report and attachments are correct. Payment shall be subject to laws of the State of Texas including Prompt Payment.

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



Date: 10/19/2021
Agenda Item #: 6. C.
Department: Economic Development Corporation
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve **Little Elm Economic Development Corporation's Investment Policy for 2021-2022.**

DESCRIPTION:

Annual Review of Investment Policies in accordance with the Public Funds Investment Act and the State approved changes for 2021-2022.

BUDGET IMPACT:

N/A

RECOMMENDED ACTION:

Staff recommends approval of the Investment Policy as presented.

Attachments

Resolution No. 1011202101EDC-Approval of EDC Investment Policy

RESOLUTION NO. 1011202101EDC

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION, A TYPE A ECONOMIC DEVELOPMENT CORPORATION, APPROVING AN INVESTMENT POLICY OF LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Little Elm Economic Development Corporation (hereinafter referred to as the "LE EDC"), is an economic development corporation operating pursuant to Chapter 504 of the Texas Local Government Code, as amended, and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, Section 2256.003 of the Texas Government Code provides that governmental bodies subject to the Public Funds Investment Act "may purchase, sell, and invest its funds and funds under its control in investments authorized under this subchapter in compliance with investment policies approved by the governing body and according to the standard of care prescribed by Section 2256.006 of the Texas Government Code"; and

WHEREAS, the Board of Directors of the LE EDC find and determine it is in the best interest of the LE EDC to adopt the Public Funds Investment Act Policy, entitled "Investment Policy of the Little Elm Economic Development Corporation," a copy of which is attached hereto as **Exhibit A**, and is incorporated herein for all purposes.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION, AS FOLLOWS:

Section 1. That the findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

Section 2. That the Board of Directors of the Little Elm Economic Development Corporation does hereby approve the Investment Policy of the Little Elm Economic Development Corporation, a copy of which is attached hereto as **Exhibit A**, and is incorporated herein for all purposes.

Section 3. This Resolution shall become effective from and after its passage.

DULY RESOLVED by the Board of Directors of the Little Elm Economic Development Corporation on this the _____ day of _____, 2021.

Ken Eaken, President
Little Elm Economic Development Corporation

Exhibit A

[Investment Policy
Of
Little Elm Economic Development Corporation]

INVESTMENT POLICY
OF
LITTLE ELM ECONOMIC DEVELOPMENT
CORPORATION

Approved: _____

PREFACE

It is the policy of the Little Elm Economic Development Corporation (hereinafter referred to as the “EDC”) that all available funds within its control shall be invested in conformance with these legal and administrative guidelines.

Effective cash management is recognized as essential to good fiscal management. A comprehensive and effective cash management system will be pursued to optimize investment interest as viable and material revenue to all operating and capital funds. The EDC’s portfolio shall be designed and managed in a manner responsive to the public trust and consistent with local, state and federal law.

Earnings from investments will be used in a manner that will best serve the interests of the EDC.

Section 1. Scope.

The Public Funds Investment Act (“PFIA”), Chapter 2256, Texas Government Code, prescribes that each local government is to adopt rules governing its investment practices and to define the authority of the investment officers. This Investment Policy addresses the methods, procedures, and practices which must be exercised to ensure effective and judicious fiscal management of funds of the EDC.

This Policy shall apply to the investment and management of all funds of the EDC under its control, other than those expressly excluded herein or by applicable law or valid agreement. This Policy shall not supersede the restrictions on investment and use applicable to any specific fund and, in the event of any conflict between this Policy and the requirements of any fund subject hereto, the specific requirement applicable to such fund shall be followed as well as all other provisions of this Policy other than those in conflict.

Section 2. Objectives.

The EDC’s principal investment objectives in order of priority are:

1. Preservation of capital and the protection of investment principal.
2. Maintenance of sufficient liquidity to meet anticipated disbursement and cash flows.
3. Conformance with all Federal regulations, State of Texas statutes and other legal requirements, including the Articles of Incorporation, and this Policy.
4. Diversification to avoid incurring unreasonable risks regarding investments owned.
5. Attainment of a market rate of return equal to or higher than the performance measure established from time to time by the EDC which is commensurate with the acceptable risk and liquidity objectives of this Policy.

Section 3. Delegation of Authority.

The EDC appoints the EDC's Treasurer and Accountants as the "Investment Officers" of the EDC. Direct management responsibility for the investment program of the EDC is delegated by the EDC's Board of Directors to the Investment Officers. The Investment Officers' authority will at all times be limited by all applicable laws and regulations in effect from time to time, and this Policy

The Investment Officers may develop and maintain written administrative procedures for the operation of the investment program consistent with this Policy. The controls shall be designed to prevent, identify and control losses of public funds arising from deviation from this Policy, fraud, employee error, misrepresentation by third parties, or imprudent actions by employees and officers of the EDC. In these procedures, the Investment Officers may delegate specific portions of the investment management program. Such delegation shall state specifically the functions such person is authorized to perform.

The EDC shall obtain and maintain, at the expense of the EDC, fidelity bonds for the Investment Officers. No person may engage in an investment transaction except as provided under the terms of this Policy and the internal procedures established by the Investment Officer. A current list of persons authorized to transact investment business and wire funds on behalf of the EDC shall be maintained by the Executive Director.

In the discretion of the EDC, and in any event upon the termination or reassignment of any Investment Officer authorized to conduct transactions for the EDC pursuant to this Policy, the authority of such person shall be revoked and such revocation of authority shall be immediately communicated orally and in writing to each and every depository, broker/dealer, investment pool, investment advisor, custodian, and other agency or EDC with whom the EDC has any existing or continuing relationship in the management of its investments.

In order to ensure qualified and capable investment management, the Investment Officers shall, within twelve (12) months after taking office or assuming duties, attend at least one (1) training session from an independent source approved in this Policy that addresses investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the PFIA and contains at least ten (10) hours of instruction. Additionally, the Investment Officer shall complete not less than eight (8) hours of training every two (2) year period that begins on the first day of the EDC's fiscal year and consists of the two (2) consecutive fiscal years after that date, addressing the aforementioned topics. The Government Finance Officers' Association of Texas (GFOAT), Government Treasurers' Organization of Texas (GTOT), Texas Municipal League (TML), University of North Texas (UNT), North Central Texas Council of Governments (NCTCOG), American Institute of Certified Public Accountants (AICPA), and the Government Finance Officers Association (GFOA) are approved independent training sources. However, no continuing investment training is required if the EDC does not invest EDC funds or only deposits EDC funds in interest-bearing deposit accounts or certificates of deposit.

Section 4. Investment Advisors.

The EDC may, at the recommendation of the Executive Director, select one or more Investment Advisor(s) to assist the Investment Officers in the management of the EDC's funds. The Investment Advisor must be registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940 and also be registered with the Texas State Securities Board as an Investment Advisor. To be eligible for consideration, an Investment Advisor shall demonstrate knowledge of and experience in the management of public funds. A selected Investment Advisor shall act solely in an advisor and administrative capacity, within the guidelines of this Policy and without any discretionary authority to transact business on behalf of the EDC. The terms and conditions of any Investment Advisor contract shall comply with the PFIA. A contract with an Investment Adviser may not be for a term longer than two (2) years and any contract, renewal, or extension must be approved by the EDC Board of Directors and Town Council.

Section 5. Standard of Care.

The standard of care for the EDC's investments shall be that such investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.

The overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The Investment Officers and any others involved in the investment process shall recognize that the investment activities of the EDC are a matter of public record.

An Investment Officer, acting in accordance with written procedures and exercising due diligence and the proper standard of care, shall be relieved of personal responsibility for an individual investment's credit risk or market price changes, provided that this Policy and the Investment Officer's procedures were followed. In determining whether the Investment Officer exercised a proper standard of care, all investments over which the Officer had responsibility will be considered rather than a single investment, and whether the investment decision was consistent with this Policy, as applicable.

Section 6. Authorized Investments.

Subject to any limitations otherwise imposed by applicable law, regulations, bond indentures, or other agreements, (including but not limited to the PFIA), the following are the only permitted investments for the EDC's funds:

- A. Direct obligations of the United States government including, but not limited to, U. S. Treasury Bills, U. S. Treasury Notes, U. S. Treasury Bonds, and U. S. Treasury STRIPS.
- B. Debentures, discount notes or other obligations, guaranteed by, or for which the credit of any Federal Agency and Instrumentality is pledged for payment

including, but not limited to, Federal National Mortgage Association (FNMA), Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), Federal Agricultural Mortgage Corporation (FRMAC), Federal Deposit Insurance Corporation (FDIC), and Federal Home Loan Mortgage Corporation (FHLMC). Principal-only and interest-only mortgage backed securities are expressly prohibited.

- C. Bonds or other interest bearing obligations of which the principal and interest are guaranteed by the full faith and credit of the United States government. Principal-only and interest-only mortgage backed securities are expressly prohibited.
- D. Certificates of deposit and other evidences of deposit at a financial institution that has its main office or a branch office in Texas and a) is guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or other federally sponsored deposit insurance corporation, or its successor, b) is secured by obligations in a manner and amount provided by law for deposits of the EDC, or c) is placed through a broker or depository institution that has its main office or a branch office in Texas that meets the requirements of the PFIA.
- E. Repurchase agreements structured in compliance with the PFIA, collateralized at a minimum market value of one hundred two percent (102%) of the dollar value of the transaction plus accrued interest. A flexible repurchase agreement that allows for withdrawals as needed to fund project expenditures may be utilized for capital improvement projects funded by bond proceeds.

The EDC will not enter into repurchase agreements that would result in a reverse repurchase position for the EDC.

- F. Money Market Mutual Funds meeting each of the following criteria:
 - (1) Regulated by the Securities and Exchange Commission;
 - (2) No commission fee shall be charged on purchases or sales of shares (i.e. “no-load” fund);
 - (3) Have an objective of maintaining a constant daily net asset value of \$1.00 per share;
 - (4) Limit assets of the fund to those described as “government” securities; and
 - (5) Maintain a rating of AAAm or the equivalent by a nationally recognized rating agency.
- G. State and local government investment pools organized under and meet the requirements of the PFIA, have been specifically approved by the Investment Officers, and authorized by the EDC’s Board of Directors, as the case may be.

- H. Direct obligations of the State of Texas or its agencies.
- I. Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the State of Texas.

Section 7. Other Investment Guidelines.

The EDC seek active management of its portfolio assets. In the effort of meeting the objectives of this Policy, the EDC may from time to time sell investments that it owns in order to better position its portfolio assets. Sales of investments prior to maturity shall be documented and approved by the Executive Director before such a transaction is consummated. Sales of investments yielding net proceeds less than ninety-eight percent (98%) of the book value of the investments must be approved in advance and in writing by the EDC.

Each security investment transaction must be based upon competitive quotations received from broker/dealers who have been approved by the EDC.

The purchase and sale of all securities shall be on a delivery versus payment or payment versus delivery basis. In this manner, the EDC will always have possession of either its securities or its monies.

The EDC is not required to liquidate investments that were authorized at the time of purchase. However, an investment that requires a minimum credit rating does not qualify as an Authorized Investment during the period the investment does not have the minimum credit rating. The Investment Officers shall monitor the rating of each issuer, as applicable, at least quarterly, and take all prudent measures that are consistent with this Policy to liquidate an investment that does not have the required minimum rating.

Section 8. Portfolio Maturities.

Maturities shall be selected which provide for both stability of income and reasonable liquidity. The maximum stated maturity of any non-bond proceed investment is two (2) years. An investment's "average life" does not constitute a stated maturity. The weighted average life of all non-bond proceed investments shall not exceed nine (9) months.

In the case of callable securities, the Investment Officer shall additionally calculate a weighted average call date. However, at all times the stated final maturity shall be used in portfolio average life calculations and reported as outlined in this Policy.

Investment of bond proceeds shall be limited to the shorter of the anticipated draw schedule or "temporary period" as defined by the Internal Revenue Service. Additionally, bond proceeds may be invested in a singular repurchase agreement, if reductions are allowed from the agreement without penalty for legitimate bond proceeds expenditures and the final maturity is within the "temporary period" (this arrangement is commonly referred to as a "flexible repurchase agreement").

Section 9. Investment Allocation Limits.

It is the Policy of the EDC to avoid concentration of assets in a specific maturity, a specific issue, or a specific class of investments. The asset allocation in the portfolio should, however, be flexible depending upon the outlook for the economy and the investment market.

The Investment Officers shall evaluate how each investment purchased fits into the EDC's overall investment strategies (see Section 15 - Investment Strategy Statement).

Section 10. Broker/Dealers and Other Providers.

The EDC shall maintain a list of broker/dealers which have been approved by the EDC Board of Directors. Securities and other investments, where applicable, may only be purchased for the EDC from those authorized broker/dealers.

The Investment Officers shall review each broker/dealer approved under this Section and at least annually the EDC Council shall re-approve the applicable list.

Broker/dealers, investment pools, and other financial institutions will be selected by the Investment Officers on the basis of their financial stability, expertise in cash management and their ability to service the EDC's and Corporations' account. Each broker/dealer, investment pool, or financial institution, shall be required to submit to the EDC (as applicable) information as requested by the Investment Officers. The Investment Officers shall maintain a file which includes the most recent information submitted by each firm.

All business organizations eligible to transact investment business with the EDC shall be presented a written copy of this Policy. The qualified representative of the business organization seeking to transact investment business with the EDC shall execute a written instrument substantially to the effect that it has:

- 1) received and thoroughly reviewed this Policy, and
- 2) acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the EDC and the organization that are not authorized by this Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the EDC's entire portfolio or requires an interpretation of subjective investment standards.

The EDC shall not enter into an investment transaction with a business organization prior to receiving the written instrument described above.

Section 11. Selection of Depositories.

To be eligible for receipt of EDC deposits, financial institutions must be a member of the FDIC, or other federally sponsored deposit insurance corporation, and meet the minimum standards established by the Investment Officers. Financial institutions failing to meet the minimum criteria or, in the judgment of the Investment Officers, no longer offering adequate safety for the EDC will be removed from the list.

Consistent with the requirements of State law, the EDC requires all financial institution deposits to be federally insured or collateralized with marketable securities, irrevocable letters of credit, or in any other manner allowed by State law, if the amount of deposit exceeds federal insurance levels. Financial institutions serving as depositories will be required to sign a Depository Agreement with the EDC. The custodial portion of the Depository Agreement shall define the EDC's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations; including:

- A. the Agreement must be in writing;
- B. the Agreement has to be executed by the Depository and the EDC contemporaneously with the acquisition of the asset;
- C. the Agreement must be approved by the board of directors or the designated committee of the Depository and a copy of the meeting minutes must be delivered to the Investment Officers;
- D. the Agreement must be continuously, from the time of execution, an official record of the Depository.

Eligible collateral for financial institution deposits shall include all items allowable with the PFIA and the Public Funds Collateral Act, subject to prior approval and at the sole discretion of the Investment Officers.

Section 12. Safekeeping and Custody.

Investment securities purchased for the EDC shall be held in third-party safekeeping, and all pledged collateral shall be delivered to an independent third-party custodian prior to deposit. The EDC may designate safekeeping or custodian bank(s). With the exception of federally insured deposits, in no event will the EDC's custodial or safekeeping institution also be counterparty (broker/dealer) to the purchase or sale of those securities, or pledging of that collateral. The EDC shall execute a written agreement with each bank prior to utilizing the custodian or safekeeping services. The agreement must provide that the safekeeping or custodian bank will immediately record the receipt of purchased or pledged securities in its books and promptly issue and deliver a safekeeping receipt to the EDC showing the receipt and the identification of the security, as well as the EDC's perfected interest. The original safekeeping receipt for each transaction including purchased securities under a repurchase agreement and collateral securing deposits will be delivered to the Investment Officers.

Only institutions eligible under the Public Funds Collateral Act may be utilized as a custodian of securities pledged to secure financial institution deposits.

An Investment Officer must approve release of securities held as collateral, in writing, prior to their removal from the custodial account. A facsimile or email of a written authorization shall be sufficient if the custodian orally confirms receipt of the transmission, and an exact copy of the document is retained in the EDC's files.

Section 13. Recordkeeping and Reporting.

A record shall be maintained of any bids and offerings for investment transactions in order to ensure that the EDC receives competitive pricing. All transactions shall be documented by the person authorizing the transaction in a form that shows that person's name, the counterparty to the transaction, the date, a description of the transaction, and a brief statement of the reason(s) for the transaction.

Each depository institution of the EDC's funds shall maintain separate, accurate, and complete records relating to all deposits, the securities pledged to secure such deposits, and all transactions relating to the pledged securities. In addition, each depository shall file all reports required by the Texas State Depository Board. Each depository and custodian shall agree to make all the records described in this paragraph available to the EDC and its auditors at any reasonable time.

At least once each quarter, the Investment Officers shall verify that all securities owned by or pledged to the EDC are held in safekeeping in the safekeeping or custodial bank(s) with proper documentation. In conjunction with the annual audit, the EDC's investment program, including the records of safekeeping, custodian, and depository banks, shall be audited by independent certified public accountants. This annual audit shall include a compliance audit of the management and internal controls on investments and adherence to this Policy.

An investment report shall be prepared in compliance with the PFIA at least quarterly by the Investment Officers that:

- a) describes in detail the investment position of the EDC,
- b) states the reporting period beginning book and market values, and ending book and market values for the period of each pooled fund group,
- c) states the reporting period ending book and market value for each investment by asset type and fund type,
- d) states the maturity date of each investment,
- e) states the fund for which each investment was purchased,

- f) states the compliance of the investment portfolio with this Policy and the PFIA,
- g) summarizes quarterly transactions, including a detailed list of the gains and losses recognized, and
- h) explains the investment return during the previous quarter and compares the portfolio's performance to other benchmarks of performance.

This report will be prepared and signed by the EDC's Investment Officers and provided to the EDC's Board of Directors. In conjunction with the annual audit, these reports shall be annually reviewed by the independent auditor, and the result of that review shall be presented to the EDC's Board of Directors, as the case may be.

The Investment Officers shall determine market value of securities owned or pledged as collateral based on sources independent from the transaction.

All contracted Investment Advisors shall prepare reports as requested by the Investment Officers.

Section 14. Ethics and Conflicts of Interest.

Investment Officers and employees of the EDC involved in the investment process shall refrain from personal business activity that involves any of the EDC's approved custodians, depositories, broker/dealers, or investment advisors, and shall refrain from investing in any security issue held by the EDC. Investment Officers and employees of the EDC involved in the investment process shall not utilize investment advice concerning specific securities or classes of securities obtained in the transaction of the EDC's business for personal investment decisions, shall in all respects subordinate their personal investment transactions to those of the EDC, particularly with regard to the timing of purchases and sales, and shall keep confidential all investment advice obtained on behalf of the EDC and all transactions contemplated and completed by the EDC, except when disclosure is required by law.

All Investment Officers shall file with the Texas Ethics Commission and the EDC's Board of Directors a statement disclosing any personal business relationship with any business organization seeking to sell investments to the EDC or any relationship within the second degree by affinity or consanguinity to an individual seeking to sell investments to the EDC.

Section 15. Investment Strategy Statement.

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Investment guidelines by fund-type are as follows:

- a. Operating Funds

Suitability - Any investment eligible in this Policy is suitable for the Operating Funds.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations will however occur. By managing the weighted average days to maturity for the Operating Fund portfolio to less than nine (9) months and restricting the maximum allowable maturity to two years, the price volatility of the overall portfolio will be minimized.

Marketability - Investments with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement.

Liquidity - The Operating Fund requires the greatest short-term liquidity of any of the fund types. Short-term financial institution deposits, investment pools, and money market mutual funds provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Diversification - Investment maturities shall be staggered throughout the budget and cash flow cycle to provide cash flow based on the anticipated operating needs of the EDC. Market cycle risk may be reduced by diversifying the appropriate maturity structure out through two years.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling six-month Treasury Bill portfolio shall be the minimum yield objective.

b. Capital Improvement Funds

Suitability - Any investment eligible in this Policy is suitable for Capital Improvement Funds.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations will however occur. By managing Capital Improvement Fund's portfolio to not exceed the anticipated expenditure schedule and restricting the maximum allowable maturity to the I.R.S. "temporary period", the market risk of the overall portfolio will be minimized.

Marketability - Investments with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement.

Liquidity - The funds used for capital improvement programs have reasonably predictable draw down schedules, therefore investment maturities shall generally follow the anticipated cash flow requirements. Short-term financial institution deposits, investment pools, and money market mutual funds provide readily available funds generally equal to at least one month's anticipated cash flow needs, or a competitive yield alternative for short term fixed maturity investments. A singular repurchase agreement may be utilized if

disbursements are: allowed in the amount necessary to satisfy any expenditure request; this investment structure is commonly referred to as a flexible repurchase agreement.

Diversification - Market conditions and the arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for bond proceeds and other construction and capital improvement funds. With bond proceeds, if investment rates exceed the applicable arbitrage yield, the EDC is best served by locking in most investments. If the arbitrage yield cannot be exceeded, then concurrent market conditions will determine the attractiveness of diversifying maturities or investing in shorter and larger lumps. At no time shall the anticipated expenditure schedule be exceeded in an attempt to bolster yield with any EDC funds.

Yield - Achieving a positive spread to the applicable arbitrage yield is the desired objective for bond proceeds. Non-bond proceeds construction and capital project funds will target a rolling portfolio yield of six month Treasury Bills.

c. Fiduciary Funds

Suitability - Any investment eligible in this Policy is suitable for the Fiduciary Funds.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations will however occur. By managing the weighted average days to maturity for the Fiduciary Fund portfolio to less than nine (9) months and restricting the maximum allowable maturity to two years, the price volatility of the overall portfolio will be minimized.

Marketability - Investments with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement.

Liquidity - The Fiduciary Fund requires short-term liquidity. Short-term financial institution deposits, investment pools, and money market mutual funds provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Diversification - Investment maturities shall be staggered throughout the budget and cash flow cycle to provide cash flow based on the anticipated operating needs of the EDC. Market cycle risk may be reduced by diversifying the appropriate maturity structure out through two years.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling six-month Treasury Bill portfolio shall be the minimum yield objective.

Section 16. Policy Revisions.

This Policy will be reviewed at least annually by the Investment Officers and the EDC's Board of Directors and may be amended as conditions warrant by the EDC's Board of Directors. The EDC shall adopt a written instrument by resolution stating that it has reviewed the Investment Policy and investment strategies and that the written instrument so adopted shall record any changes made to either the Investment Policy or investment strategies

Section 17. Effective Date.

This Policy shall become effective from and after its date of passage as provided by law.



Date: 10/19/2021
Agenda Item #: 6. D.
Department: Economic Development Corporation
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve **Third Amended and Restated 380 Performance Agreement between Little Elm EDC and Flix Entertainment, LLC.**

DESCRIPTION:

The Main Marketplace partnership has been restructured. Main Marketplace, Flix, and the partnership have agreed to new terms. Flix will be re-opening and have requested to revise the Agreement to reflect an opening date no later than December 15th, 2021. We will not be extending the length of the agreement, but rather reinstating the agreement to reflect the date Flix receives their new Certificate of Occupancy.

The agreement will still terminate as indicated in the previous amendments and if the theater was to close again, it would then terminate this Amended Agreement.

BUDGET IMPACT:

Flix will receive 50% of the Town's 1% sales tax and 50% of the property tax until May 31st, 2024. They will then receive 25% of both the sales tax and property tax from June 1st, 2024 to May 31, 2025, only on the theater and land it sits on. The full time employees have been reduced from 90 to 50 due to the impact COVID has had on the theater industry in general.

RECOMMENDED ACTION:

Staff recommends approval of the Amended Agreement as presented.

Attachments

Third Amended and Restated Flix

**TOWN OF LITTLE ELM, TEXAS
AND
FLIX ENTERTAINMENT LLC**

**THIRD AMENDMENT
TO
CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AND AGREEMENT**

This **THIRD AMENDMENT TO CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT** (hereinafter referred to as the “Third Amendment”) is made and entered into by and between the **TOWN OF LITTLE ELM, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the “Town”), and **FLIX ENTERTAINMENT LLC**, a Texas limited liability company (hereinafter referred to as “Flix Entertainment”):

RECITALS:

WHEREAS, on or about November 7, 2017, the Town and Flix Entertainment entered into the original Chapter 380 Economic Development Program and Agreement (hereinafter referred to as the “Original Agreement”) regarding financial assistance to operate the Flix Entertainment retail establishment located within the Town of Little Elm, Denton County, Texas; and

WHEREAS, on or about May 21, 2019, the Town and Flix Entertainment entered into a First Amendment to Chapter 380 Economic Development Program and Agreement (hereinafter referred to as the “First Amendment”); and

WHEREAS, on or about March 16, 2021, the Town and Flix Entertainment entered into a Second Amendment to Chapter 380 Economic Development Program and Agreement (hereinafter referred to as the “Second Amendment”); and

WHEREAS, the Town and Flix Entertainment now desire to amend the opening of the Facility obligations contained in Section 4 of the Original Agreement, and related matters.

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 Flix Entertainment agree as follows:

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. AMENDMENTS TO ORIGINAL AGREEMENT AND AMENDMENTS.

(a) **Amendment to Original Agreement.** That Section 4(c) of the Original Agreement is



hereby amended to read as follows:

“(c) **Operate Facility.** Flix Entertainment covenants and agrees by **December 15, 2021**, and during the Term of this Agreement to maintain and keep open to the general public the Facility located on the Property.”

(b) **Amendment to Original Agreement.** That Section 4(d) of the Original Agreement is hereby amended to read as follows:

“(d) **Job Creation and Retention.** Flix Entertainment covenants and agrees by **December 15, 2022**, and during the Term of this Agreement to employ and maintain an annual average of at least fifty (50) Full-Time Equivalent Employment Positions working at the Facility located on the Property. For purposes of this Agreement, “Full-Time Equivalent Employment Positions” will be calculated as the sum of (a) the average number of full-time salaried personnel based on twelve month-end counts and (b) the total number of hours paid (including vacations, sick days and holidays) of all hourly employees for the period being reported pursuant to Section 4(e) of this Agreement, divided by 2,000.”

SECTION 3. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Third Amendment:

- (a) **Amendments.** This Third Amendment constitutes the entire understanding and agreement of the parties as to the matters set forth in this Third Amendment. No alteration of or amendment to this Third Amendment 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 Third Amendment 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 Third Amendment shall lie in the state district courts of Denton County, Texas.
- (c) **Assignment.** Neither Party shall have the right to assign its rights and/or obligations under this Third Amendment, or any interest herein, without the prior written consent of the other Party.
- (d) **Binding Obligation.** This Third Amendment shall become a binding obligation on the signatories upon execution by all signatories hereto. Town warrants and represents that the individual executing this Third Amendment on behalf of Town has full authority to execute this Third Amendment and bind Town to the same. Flix Entertainment warrants and represents that the individual executing this Third Amendment on Flix Entertainment’s behalf has full authority to execute this Third Amendment and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Third Amendment are for convenience

purposes only and are not to be used to interpret or define the provisions of the Third Amendment.

- (f) **Counterparts.** This Third Amendment 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 Third Amendment shall be the date of the latter to execute this Third Amendment by the Town and Flix Entertainment.
- (h) **Filing.** This Third Amendment shall be filed in the deed records of Denton County, Texas. The provisions of this Third Amendment shall be deemed to run with the land and shall be binding on heirs, successors and assigns of Flix Entertainment.
- (i) **Original Agreement, First Amendment and Second Amendment.** All of the terms, conditions, and obligations of the Original Agreement, First Amendment, and Second Amendment, and any amendments remain in full force and effect except where specifically modified by this Third Amendment.
- (j) **Severability.** The provisions of this Third Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Third Amendment is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Third Amendment shall be enforced as if the invalid provision had never been included.
- (k) **Termination.** In the event Flix Entertainment ceases operations of the Facility located on the Property for thirty (30) days or more, the Original Agreement and this Third Amendment shall terminate automatically without notice to either party.
- (l) **Time is of the Essence.** Time is of the essence in the performance of this Third Amendment.

[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: _____

Curtis J. Cornelious

Mayor

Date: _____

ATTEST:

Kate Graham, Acting Town Secretary

APPROVED AS TO FORM:

Robert F. Brown, Town Attorney

STATE OF TEXAS

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COUNTY OF DENTON

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This instrument was acknowledged before me on the ____ day of _____, 2021,
by Curtis J. Cornelious, Mayor of the Town of Little Elm, Texas, a Texas home-rule municipality,
on behalf of said municipality.

Notary Public, State of Texas



FLIX ENTERTAINMENT:

FLIX ENTERTAINMENT LLC,
A Texas limited liability company

By: _____

Allan L. Reagan

Allan L. Reagan, CEO

Date Signed: _____

10-4-2021

STATE OF TEXAS

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COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 4th day of October, 2021, by Allan L. Reagan, CEO, of Flix Entertainment LLC, a Texas limited liability company, on behalf of said company.



Notary Public, State of Texas

Jennifer L. Burns



Date: 10/19/2021
Agenda Item #: 6. E.
Department: Economic Development Corporation
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve the **Second Amended and Restated 380 Economic Development Program and Performance Agreement between GCRE and LCAR Main Marketplace, LLC, Little Elm EDC and the Town of Little Elm.**

DESCRIPTION:

Joe Goevia is no longer affiliated with Main Marketplace. Due to COVID, the company restructured and the parent partnership GCRE and LCAR Main Marketplace, LLC took control of his shares. The original agreements were written with GCRE/TX Main Marketplace, LLC, (a subsidiary of the parent company) as the authorized agent. The transfer from the subsidiary to the parent company is required contractually to be revised in the agreement.

The parent company has requested that the EDC and the Town reinstate the incentives associated with the Main Marketplace project. Said incentives would be reinstated when the theater obtains a new CO and will terminate if the theater closes.

BUDGET IMPACT:

From the CO of the theater, until May 31, 2025, the Town of Little Elm and Little Elm EDC covenants and agrees to pay GCRE and LCAR Main Marketplace, LLC, a sum equal to the amount of fifty percent (50%) of the Sales and Use Tax reported in the Retail Shopping Center Sales Tax Report but excluding the theater, Flix Brewhouse. They do not get any rebate on their Property Taxes.

RECOMMENDED ACTION:

Staff recommends approval of the Amended Agreement as presented.

Attachments

Second Amended and Restated 380 Agreement- TOLE/EDC/LCAR Main Marketplace, LLC

**TOWN OF LITTLE ELM, TEXAS,
LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION
AND
GCRE and LCAR MAIN MARKETPLACE LLC**

**SECOND AMENDMENT
TO
SECOND AMENDED AND RESTATED CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AND PERFORMANCE AGREEMENT**

This **SECOND AMENDMENT TO SECOND AMENDED AND RESTATED CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND PERFORMANCE AGREEMENT** (hereinafter referred to as the “Second Amendment”) is made and entered into by and between the **TOWN OF LITTLE ELM, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the “Town”); **LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (“EDC”); and **GCRE and LCAR MAIN MARKETPLACE LLC**, a Texas limited liability company (hereinafter referred to as the “Developer”):

RECITALS:

WHEREAS, on or about April 5, 2016, the Town, EDC, and Developer entered into the Second Amended and Restated Chapter 380 Economic Development Program and Performance Agreement (hereinafter referred to as the “Second Amended and Restated Agreement”) regarding the development of Retail Shopping Center and Multi-Family Development within the Town of Little Elm, Denton County, Texas; and

WHEREAS, on or about July 15, 2019, the Town, EDC, and Developer entered into a First Amendment to the Second Amended and Restated Chapter 380 Economic Development Program and Performance Agreement (hereinafter referred to as the “First Amendment”) regarding the development of Retail Shopping Center and Multi-Family Development within the Town of Little Elm, Denton County, Texas; and

WHEREAS, the Town and Developer now desire to amend Sections 5(a)(1) and Section 6(a) to address the reimbursement of sales tax revenue and repeal Section 5(a)(2) of the Second Amended and Restated Agreement; and

WHEREAS, the Town and EDC consent to the GCRE and LCAR MAIN MARKETPLACE LLC, a Texas limited liability company, being added as the party to this Second Amendment; and

WHEREAS, GCRE and LCAR MAIN MARKETPLACE LLC, agrees to assume all duties and obligations under the Second Amended and Restated Agreement as amended by this Second Amendment.

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, EDC, and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. AMENDMENTS TO SECOND AMENDED AND RESTATED AGREEMENT AND FIRST AMENDMENT.

- (a) **Amendment to Second Amended and Restated Agreement and First Amendment.**
That Section 3(b) of the Second Amended and Restated Agreement is hereby amended to read as follows:

“(b) **Developer.** The word “Developer” means GCRE and LCAR Main Marketplace, LLC, a Texas limited liability company, its successors and assigns. For the purposes of this Agreement, Developer’s address is 630 W. Germantown Pike, Suite 300, Plymouth Meeting, PA 19462.”

- (b) **Amendment to Second Amended and Restated Agreement and First Amendment.**
That Section 5(a)(1) of the Second Amended and Restated Agreement as amended by the First Amendment is hereby amended to read as follows:

“(a) **Program Grant Payments.**

- (1) **Sales Tax.** From the Effective Date of this Second Amendment until May 31, 2025, the Town covenants and agrees to pay Developer a sum equal to the amount of fifty percent (50%) of the Sales and Use Tax reported in the Retail Shopping Center Sales Tax Report but excluding the Entertainment Center provided by the Developer to the Town pursuant to Section 4(e) of this Agreement. Such payments shall be made annually upon reviewing the Retail Shopping Center Sales Tax Report described in Section 4(e) of this Agreement, and confirming its accuracy with the State Comptroller, or any third party sales tax reporting system employed by the Town, including any audit adjustments and its payment to Town for the applicable year. In the event the Town, at the Town’s sole discretion determines the Town is unable to obtain from a third party reliable sales tax information for whatever reason, then Developer shall approve and consent to the State Comptroller providing said sales tax information directly to the Town. The Town covenants and agrees to make the payment to Developer within thirty (30) days following the receipt of the latter of: (1) the Retail Shopping Center

Sales Tax Report specified in Section 4(e) of this Agreement for each year; (2) the Sales and Use Tax revenue from the State Comptroller's office for the applicable year; and (3) the confidential sales tax report from the State Comptroller's office or a report from a third party employed by the Town at its discretion to determine the applicable sales tax information. Nothing in this Agreement shall require the Town to make payment from revenue sources other than from the Sales and Use Tax. The aggregate total of Program Grant Payments by Town to the Developer pursuant to this Section 5(a)(1) of this Agreement, when combined with the grants in Section 5(a)(2) and Section 6(a), shall not exceed **Two Million Six Hundred Thousand and No/100 Dollars (\$2,600,000.00).**"

(c) **Amendment to Second Amended and Restated Agreement and First Amendment.**
That Section 5(a)(2) of the Second Amended and Restated Agreement is hereby repealed in its entirety.

(d) **Amendment to Second Amended and Restated Agreement and First Amendment.**
That Section 6(a) of the Second Amended and Restated Agreement as amended by the First Amendment is hereby amended to read as follows:

“(a) **Reimbursement for Qualified Expenditures.** From the Effective Date of this Second Amendment until May 31, 2025, the EDC covenants and agrees to pay Developer a sum equal to the amount of fifty percent (50%) of the Type A Sales and Use Tax Revenue reported in the Retail Shopping Center Sales Tax Report provided by the Developer to the EDC pursuant to Section 4(e) of this Agreement. Such payments shall be made annually upon reviewing the Retail Shopping Center Sales Tax Report described in Section 4(e) of this Agreement, and confirming its accuracy with the State Comptroller, or any third party sales tax reporting system employed by the Town, including any audit adjustments and its payment to Town for the applicable year. In the event the Town, at the Town's sole discretion determines the Town is unable to obtain from a third party reliable sales tax information for whatever reason, then Developer shall approve and consent to the State Comptroller providing said sales tax information directly to the Town. The EDC covenants and agrees to make the payment to Developer within thirty (30) days following the receipt of the latter of: (1) the Retail Shopping Center Sales Tax Report specified in Section 4(e) of this Agreement for each year; (2) the Type A Sales and Use Tax Revenue from the State Comptroller's office for the applicable year; and (3) the confidential sales tax report from the State Comptroller's office or a report from a third party employed by the Town at its discretion to determine the applicable sales tax information. Nothing in this Agreement shall require the EDC to make payment from revenue sources other than from the Type A Sales and Use Tax Revenue. The aggregate total of payments by EDC to the Developer pursuant to this Section 6(a) of this Agreement shall not exceed the total amount of receipts provided by Developer to EDC for the Qualified Expenditures made to the Whole Property or, when

combined with the grants in Section 5(a)(1) and Section (5)(a)(2), **Two Million Six Hundred Thousand and No/100 Dollars (\$2,600,000.00).**”

SECTION 3. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Second Amendment:

- (a) **Amendments.** This Second Amendment constitutes the entire understanding and agreement of the parties as to the matters set forth in this Amendment. No alteration of or amendment to this Second Amendment 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 Second Amendment 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 Second Amendment shall lie in the state district courts of Denton County, Texas.
- (c) **Assignment.** The Parties shall have the right to assign its rights and/or obligations under this Second Amendment, or any interest herein, without the prior written consent of the other Parties.
- (d) **Binding Obligation.** This Second Amendment shall become a binding obligation on the signatories upon execution by all signatories hereto. Town warrants and represents that the individual executing this Second Amendment on behalf of Town has full authority to execute this Second Amendment and bind Town to the same. EDC warrants and represents that the individual executing this Second Amendment on behalf of EDC has full authority to execute this Second Amendment and bind EDC to the same. Developer warrants and represents that the individual executing this Second Amendment on Developer’s behalf has full authority to execute this Second Amendment and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Second Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of the Second Amendment.
- (f) **Counterparts.** This Second Amendment 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 Second Amendment shall be the date of the latter to execute this Second Amendment by and between the Town, EDC, and Developer.
- (h) **Second Amended and Restated Agreement and First Amendment.** All of the terms, conditions, and obligations of the Second Amended and Restated Agreement, First

Amendment, and any other amendments remain in full force and effect except where specifically modified by this Second Amendment.

- (i) **Severability.** The provisions of this Second Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Second Amendment is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Second Amendment shall be enforced as if the invalid provision had never been included.
- (j) **Time is of the Essence.** Time is of the essence in the performance of this Second Amendment.

[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: _____
Curtis J. Cornelious
Mayor

Date: _____

ATTEST:

Kate Graham, Acting Town Secretary

APPROVED AS TO FORM:

Robert F. Brown, Town Attorney

EDC:
LITTLE ELM ECONOMIC DEVELOPMENT
CORPORATION,
A Texas non-profit corporation


By: _____
Ken Eaken, President

Date: _____

DEVELOPER:

**GCRE and LCAR MAIN MARKETPLACE
LLC,**

A Texas limited liability company

By: 
Mark Greco
Title: Vice President
Date: 10/4/2021



Date: 10/19/2021
Agenda Item #: 6. F.
Department: Development Services
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Consider Action to Approve a **Boundary Adjustment with the Town of Little Elm and Lakewood Village.**

DESCRIPTION:

This boundary adjustment is for approximately .183 acres of property that is located on the south side of the Town. This small triangle piece is left over from another parcel that was released early this year as part of The Sanctuary Development. This adjustment is staff initiated and is too clean up of our Town limits.

BUDGET IMPACT:

None

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Lakewood Village Boundary Adjustment

STATE OF TEXAS § BOUNDARY ADJUSTMENT AGREEMENT
§ BETWEEN THE TOWN OF
COUNTY OF DENTON § LITTLE ELM AND LAKEWOOD VILLAGE

WHEREAS, the Town of Lakewood Village, Texas (“**Lakewood Village**”), is a general law municipality created pursuant to Article XI, Section 5 of the Texas Constitution, and located in Denton County, Texas; and

WHEREAS, the Town of Little Elm, Texas (“**Little Elm**”), is a home-rule municipality created pursuant to Article XI, Section 5 of the Texas Constitution, and located in Denton County, Texas; and

WHEREAS, both the Town of Little Elm and Lakewood Village are empowered to enter into an agreement concerning their respective corporate limit boundaries by, but necessarily limited to, the authority granted them pursuant to Chapter 791 of the Texas Government Code (“**Interlocal Cooperation Act**”), to enter into agreements with one another to perform governmental functions such as the determination of corporate limit boundaries, and related functions; and

WHEREAS, Little Elm and Lakewood Village are empowered pursuant to Section 43.015 of the Texas Local Government Code to make mutually agreeable changes in their boundaries of areas that are less than 1,000 feet in width; and

WHEREAS, Little Elm and Lakewood Village, by virtue of Section 43.003 of the Texas Local Government Code and their respective home-rule charters, are empowered to fix their corporate limit boundaries and exchange areas with other municipalities; and

WHEREAS, Little Elm and Lakewood Village have identified an area of approximately ____ acres within Little Elm’s corporate limits (which area is portrayed in ***Exhibit A*** attached hereto and

which is hereinafter referred to as the “**Boundary Adjustment Area**”) that is made the subject of this Boundary Adjustment Agreement Between the Towns of Little Elm and Lakewood Village (“**Agreement**”); and

WHEREAS, Little Elm and Lakewood Village agree that it is in the best interests of both communities for Little Elm to adjust its corporate boundaries so that the Boundary Adjustment Area will no longer be part of Little Elm and that the Boundary Adjustment Area shall be part of Lakewood Village and included within Lakewood Village’s corporate boundaries; and

WHEREAS, Little Elm and Lakewood Village wish to avail themselves of the rights and privileges afforded by the Interlocal Cooperation Act and other applicable state laws, including but not limited to Section 43.015 of the Texas Local Government Code, and both have determined that this Agreement is in each party’s best interests, as well as in the best interests of their respective citizens.

W I T N E S S E T H:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein made and the benefits to each party resulting here from, and the recitals set forth above which are made contractual provisions of this Agreement, Little Elm and Lakewood Village do hereby contract, covenant and agree as follows with respect to the Boundary Adjustment Area as shown in ***Exhibit A*** and made the subject to this Agreement:

1. Upon the effective date of the Agreement, the Boundary Adjustment Area, which is less than 1,000 feet in width, shall be removed from Little Elm’s corporate limits and shall be included within Lakewood Village’s corporate limits without any further action being required by either municipality. Little Elm, through this Agreement, hereby releases, relinquishes and

discontinues any claim or entitlement to the Boundary Adjustment Area and fully consents to the addition of the Boundary Adjustment Area into the corporate limits of Lakewood Village.

2. The Effective Date of this Agreement shall be the date that the last party to the Agreement has executed this Agreement.

3. The persons signing this Agreement on behalf of the municipalities have been duly authorized and empowered to do so by a vote of their respective governing bodies to approve this Agreement.

EXECUTED this the ____ day of _____, 2021.

ATTEST:

TOWN OF LITTLE ELM, TEXAS

Caitlan Biggs, Town Secretary

Curtis Cornelious, Mayor

APPROVED AS TO FORM:

Robert F. Brown, Town Attorney

STATE OF TEXAS

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COUNTY OF DENTON

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This instrument was acknowledged before me on the ____ day of _____, 2021, by Curtis Cornelious, Mayor, Town of Little Elm, Texas, a Texas home rule municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

EXECUTED this the ____ day of _____, 2021.

ATTEST:

**TOWN OF LAKEWOOD VILLAGE,
TEXAS**

_____, Town Secretary

_____, Mayor

APPROVED AS TO FORM:

_____, Town Attorney

STATE OF TEXAS

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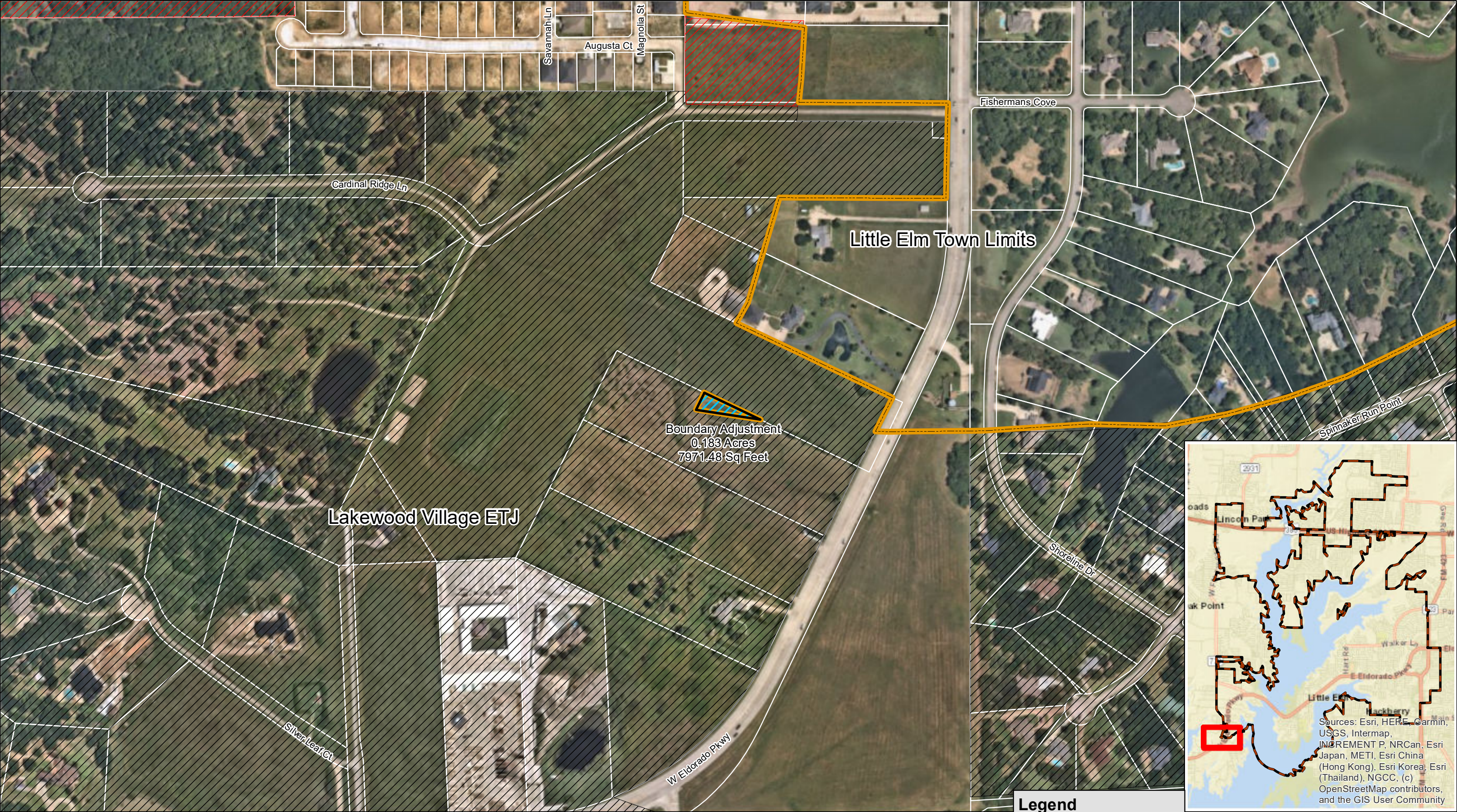
COUNTY OF DENTON

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This instrument was acknowledged before me on the ____ day of _____, 2021, by _____, Mayor, Town of Providence Village, Texas, a Texas home rule municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

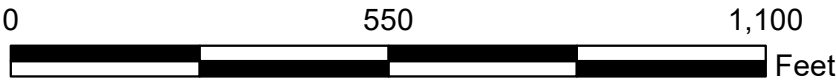
Exhibit A








Town of Little Elm
Denton County, Tx

Date: 10/12/2021

Boundary Adjustment



Legend

-  Boundary Adjustment
-  Current Little Elm ETJ
-  ETJ, Lakewood Village
-  ETJ, Oak Point
-  Owner Parcel

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 Meeting

Date: 10/19/2021
Agenda Item #: 6. G.
Department: Development Services
Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve the **Final Acceptance of the Bay Ridge and Wynfield Farms Screening Wall Project (Contract #2020-08).**

DESCRIPTION:

In June 2020, Town Council awarded the construction contract for the project to Ratliff Hardscape, LTD. The project included the installation of 575 feet of new eight-foot screen wall (with columns) within the Bay Ridge neighborhood, as well as removing the existing masonry screen wall within the Wynfield Farms neighborhood and replacing it with a new six-foot masonry wall. The project has been completed by the contractor and placed into service.

BUDGET IMPACT:

Funding for the project was allocated within the Landscape Fund, as well as contributions from the respective homeowners associations of each neighborhood.

\$	627,601.85	Final Contract Amount
\$	85,000.00	Bay Ridge Contribution
\$	195,352.86	Wynfield Farms Contribution
\$	356,625.96	Total Cost to the Town
\$	31,380.09	Retainage Due (5%)

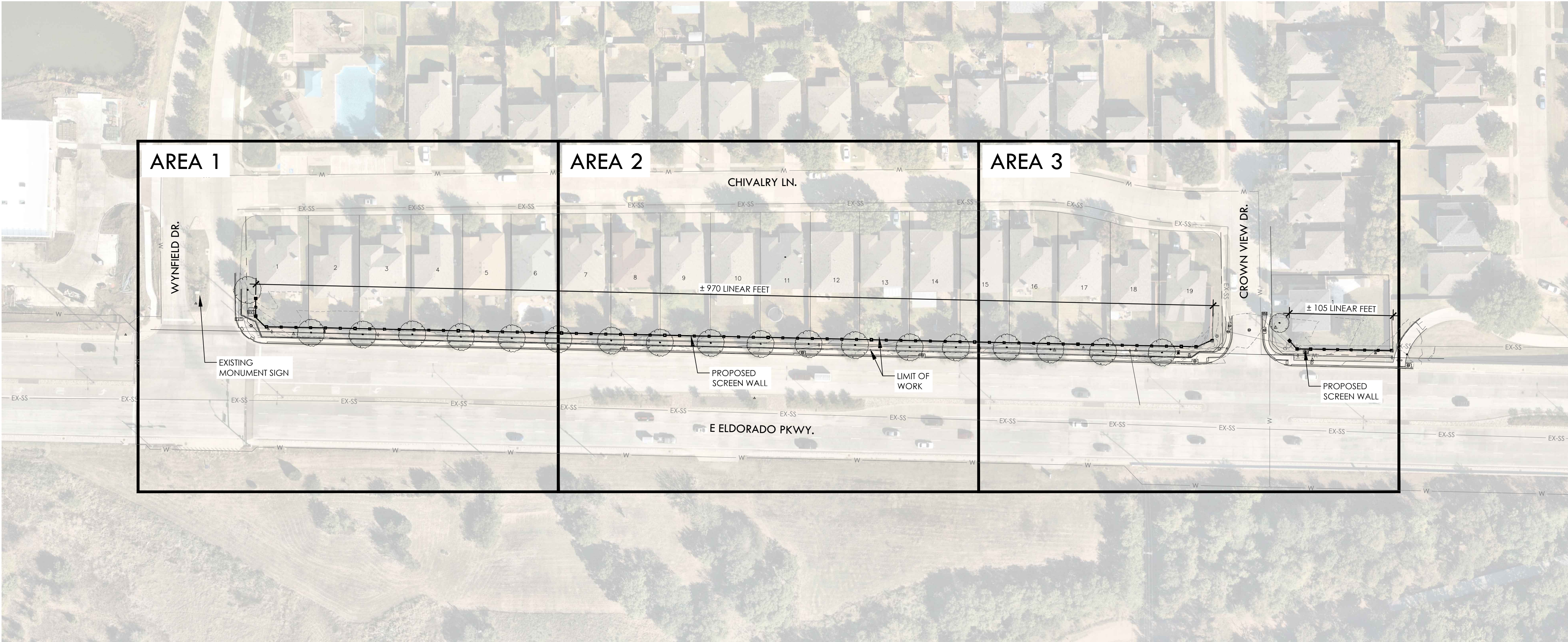
RECOMMENDED ACTION:

Staff recommends approval of the final acceptance of the Bay Ridge and Wynfield Farms Screening Wall Project (Contract #2020-08), and authorizing the release of \$31,380.09 in retainage funds when all final closeout documents and punchlist items are completed.

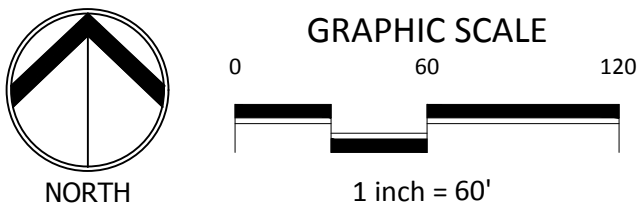
Attachments

Project Layout

Final Retainage Pay Application



PLANS: 5943.001.dwg
DESIGNED BY: TDD
DRAWN BY: TDD
CHECKED BY: APL
DATE: APRIL 6, 2020
SHEET: L0.00



SITE ORIENTATION PLAN

WYNFIELD FARMS
SCREENING WALL
LITTLE ELM, TX



JOB NO.	5943.001
DESIGNED BY:	TDD
DRAWN BY:	TDD
CHECKED BY:	APL
DATE:	APRIL 6, 2020
SHEET:	L0.00

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.355.1121
Fax: 817.355.1114

REVISIONS		DESCRIPTION	
NO.	DATE		



TOWN OF LITTLE ELM PAYMENT APPLICATION

PROJECT: <u>Bay Ridge and Wynfield Farms Screening Wall Project</u>	Pay App #
CONTRACTOR: <u>Ratliff Hardscape, LTD.</u>	RET
ENGINEER: <u>Dunaway Associates</u>	
PAYMENT PERIOD: From <u>June 1, 2021</u> to <u>June 30, 2021</u>	PO 200730
Original Contract Amount	\$ 627,601.85
Approved Change Orders	\$ 0.00
Current Contract Amount with Change Orders	\$ 627,601.85
A. Total Value of Work this Estimate - Exhibit A: Column H	\$ 0.00
B Total Materials on Hand this Estimate - Exhibit A: Column I	0.00
C Total A + B (Retainage Calculated)	0.00
D. Amount Retained this Period (C x 5%)	\$ 0.00
F BALANCE DUE THIS STATEMENT (C - D)	\$ 31,380.09
G PREVIOUS PAYMENTS	\$ 596,221.76
H PERCENTAGE OF CONTRACT PAID TO DATE	95.00%

The undersigned Owners Representative for the Contractor listed above certifies that all work, including materials on hand, covered by this Periodical Payment has been completed and delivered and stored in accordance with the Contract Documents, that all amounts have been paid by him for work, materials, and equipment for which previous Periodical Payments were issued and received from the Owner, and that the current payment shown herein is now due.

Signature

Jennifer Eber, Sr. Contract Manager

Printed Name & Title

6/30/2021

Date

Subscribed and sworn to before me this 30th day of June, 20 21

Notary Public:

Commission Expires 8-14-2024

Recommended for Payment by: _____ Date _____

Engineer of Record

Approved for Payment by: _____ Date _____

Inspector

Department Representative

Wesley Brandon, P.E., Town Engineer

Fred Gibbs, Director of Development Services

SUBMIT BY THE 10TH OF EACH MONTH WITH EXHIBITS

PAYMENT REQUEST - EXHIBIT A: PAYMENT DETAILS

Bay Ridge and Wynfield Farms Screening Wall Replacement

Bid #/Project Name

Ratiff Hardscape, Ltd.

CONTRACTOR

Pay App #:

RET

BASE BID																			
A	B	C	D	E	F									G	H	I	J	K	L
ITEM	ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	CONTRACT AMOUNT	Pay App 1	Pay App 2	Pay App 3	Pay App 4	Pay App 5	Pay App 6	Pay App 7	Pay App 8	Quantity This Estimate	Total Value of Work Completed this Period	Materials Presently Stored	Total Value of Work from Previous Applications	Total Value of Work Completed & Stored to Date	% of Work Completed
BASE BID																			
1	Bay Ridge Estates - Package 1	1			\$246,273.10										0.00	0.00	0.00	0.00	0.00%
1.1	Remove Existing Stone Masonry Walls	1	LS	\$8,125.00	\$8,125.00	1.00									0.00	0.00	8,125.00	8125.00	100.00%
1.2	Remove Existing Iron Fence	290	LF	\$25.00	\$7,250.00	290.00									0.00	0.00	7,250.00	7250.00	100.00%
1.3	Remove and Store Existing Light Pole	1	LS	\$4,375.00	\$4,375.00								1.00		0.00	0.00	4,375.00	4375.00	100.00%
1.4	Remove and Relocate Existing Electrical and Irrigation Meter	1	LS	\$1,875.00	\$1,875.00								1.00		0.00	0.00	1,875.00	1875.00	100.00%
1.5	Trunk-Tree Protection Fencing	1	LS	\$3,176.25	\$3,176.25	1.00									0.00	0.00	3,176.25	3176.25	100.00%
1.6	Furnish and install Prefabricated Concrete Screen Wall 8'Ht. Includes all Columns, Footings, Reinforcement, Piers and Concrete Mow Strip. One decorative sign panel and letters included.	570	LF	\$253.58	\$144,540.60			350.00	100.00	120.00				0.00	0.00	0.00	144,540.60	144540.60	100.00%
1.7	Install Ground mounted light fixtures and electrical service as shown on plan	1	LS	\$18,462.50	\$18,462.50								1.00		0.00	0.00	18,462.50	18462.50	100.00%
1.8	All mass grading and earthwork including backfill and compaction	1	LS	\$3,125.00	\$3,125.00				0.50	0.25	0.10	0.15			0.00	0.00	3,125.00	3125.00	100.00%
1.9	Erosion Control	1	LS	\$20,687.50	\$20,687.50			0.75		0.10	0.05	0.10			0.00	0.00	20,687.50	20687.50	100.00%
1.10	Solid Sod (Common Bermuda) at disturbed areas	10000	SF	\$1.30	\$13,000.00								10000.00		0.00	0.00	13,000.00	13000.00	100.00%
1.11	Temporary Fencing	1	LS	\$3,781.25	\$3,781.25	1.00									0.00	0.00	3,781.25	3781.25	100.00%
1.12	Adjust and Repair Existing Irrigation	1	LS	\$17,875.00	\$17,875.00								1.00		0.00	0.00	17,875.00	17875.00	100.00%
2	Wynfield Farms - Package 2	1			\$841,328.25										0.00	0.00	0.00	0.00	0.00%
2.1	Remove Existing Brick and Stone Masonry Screen Wall	1	LS	\$53,750.00	\$53,750.00	1.00									0.00	0.00	53,750.00	53750.00	100.00%
2.2	Trunk-Tree Protection Fencing	1	LS	\$6,062.50	\$6,062.50	1.00									0.00	0.00	6,062.50	6062.50	100.00%
2.3	Furnish and install Stone Masonry Screen Wall 6'Ht. Includes all Columns, Footings, Reinforcement, Piers and Concrete Beam. Complete in place	1075	LF	\$253.15	\$272,136.25				400.00	300.00	200.00	175.00		0.00	0.00	0.00	272,136.25	272136.25	100.00%
2.4	All mass grading and earthwork including backfill and compaction	1	LS	\$4,375.00	\$4,375.00				0.25	0.50	0.10	0.15			0.00	0.00	4,375.00	4375.00	100.00%
2.5	Erosion Control	1	LS	\$7,750.00	\$7,750.00			0.50	0.25		0.10	0.15			0.00	0.00	7,750.00	7750.00	100.00%
2.6	Solid Sod (Common Bermuda) at disturbed areas	7000	SF	\$1.30	\$9,100.00								7000.00		0.00	0.00	9,100.00	9100.00	100.00%
2.7	Temporary Fencing	1	LS	\$8,155.00	\$8,155.00										0.00	0.00	8,155.00	8155.00	100.00%
2.8	Adjust and Repair Existing Irrigation	1	LS	\$20,000.00	\$20,000.00								1.00		0.00	0.00	20,000.00	20000.00	100.00%
Total					\$627,601.85	\$22,332.50	\$67,967.50	\$108,148.63	\$131,211.75	\$111,412.10	\$53,189.38	\$86,870.00	\$128,375.00		\$0.00	\$0.00	\$627,601.85	\$627601.85	
Change Orders																			
CO 1.1	Remove and Store Existing Light Pole	-1	LS	4375.00	(4,375.00)									(1.00)	0.00	0.00	(4,375.00)	-8750.00	200.00%
CO 1.2	Install Landscaping at Entrance to Bay Ridge	1	LS	4375.00	4,375.00									1.00	0.00	0.00	4,375.00	8750.00	100.00%
Total Change Orders					\$0.00										\$0.00	\$0.00	\$0.00	\$0.00	100.00%
Total All Items																			
Total Value of Work this Estimate				113.0%	\$627,601.85	\$22,332.50	\$67,967.50	\$108,148.63	\$131,211.75	\$111,412.10	\$53,189.38	\$86,870.00	\$128,375.00						
Total MOH this estimate					TABLE	22,332.50	67,967.50	108,148.63	131,211.75	111,412.10	53,189.38	86,870.00	128,375.00						
Total B & C					B+C	22,332.50	67,967.50	108,148.63	131,211.75	111,412.10	53,189.38	86,870.00	128,375.00						
Amount Retained This Period					D - 5%	1,116.63	3,398.38	5,407.18	6,560.59	5,570.61	2,659.47	4,343.50	6,418.75						
MOH - retainage					retainage not held														
Balance Due this statement					D-E-F	21,215.88	64,569.13	102,736.44	124,651.16	105,841.50	50,529.91	82,526.50	121,956.25						
Previous Payments																			
Percent of Contract to Date				107.4%		3.4%	10.3%	16.4%	19.9%	16.9%	8.1%	13.1%	19.4%						
Change Order																			
CO 1.1	Remove and Store Existing Light Pole	-1	LS	4375.00	(4,375.00)									-1.00	-4375.00	0.00	0.00	-4375.00	100.00%
CO 1.2	Install Landscaping at Entrance to Bay Ridge	1	LS	4375.00	4,375.00									1.00	4375.00	0.00	0.00	4375.00	100.00%
Total CO1					\$0.00										\$0.00	\$0.00	\$0.00	\$0.00	
Total with Change Orders														0.00		627,601.85		627,601.85	

Pay App #

RET

PROJECT: Bay Ridge and Wynfield Farms Screening Wall Project

CONTRACTOR: **Ratliff Hardscape, Ltd.**

NTP:

ENGINEER: **Dunaway Associates**

		Enter "1" for each date			
Month	Date	Working Day	Lost Time	Non Working Time	Reason for Time lost
June	1		1		Rain/ Too Wet
June	2		1		Rain/ Too Wet
June	3		1		Rain/ Too Wet
June	4		1		Rain/ Too Wet
June	5			1	Weekend
June	6			1	Weekend
June	7		1		Rain/ Too Wet
June	8		1		Rain/ Too Wet
June	9	1			
June	10	1			
June	11	1			
June	12			1	Weekend
June	13			1	Weekend
June	14	1			
June	15	1			
June	16	1			
June	17	1			
June	18	1			
June	19			1	Weekend
June	20			1	Weekend
June	21	1			
June	22	1			
June	23	1			
June	24	1			
June	25	1			
June	26			1	Weekend
June	27			1	Weekend
June	28	1			
June	29	1			
June	30	1			
Total		16	6	8	



Town Council Meeting

Date: 10/19/2021
Agenda Item #: 6. H.
Department: Development Services
Strategic Goal: Maximize community recreation and leisure activities
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Award a **Professional Services Contract to Dunaway Associates, LLC for the Lakeside Youth Sports Improvements Project.**

DESCRIPTION:

The Town has a current Master Service Agreement to Furnish Consulting Services with Dunaway Associates, LLC as part of a previous Request for Qualifications (RFQ) for landscape architecture design services. This Task Order proposes to hire them to design new ballfield improvements at the existing Lakeside Middle School property located on Lobo Lane. The approximate construction budget for the project is \$3,750,000 and includes the following key program items:

- Three softball fields (lighted)
- Artificial turf playing surfaces (under separate contract)
- One practice field (natural turf, unlighted)
- Restroom and concession area
- Rebuild covered basketball courts
- Resurface tennis courts / pickleball
- Site utilities
- Landscape and irrigation improvements

BUDGET IMPACT:

Capital expenditures for the project are outlined in the Town's Capital Improvement Project Planning List. Funding source is from the 2021 CO Bonds issued this Summer. Expenditures will be reflected in the Governmental CIP Fund (871).

\$	379,380.00	Proposed Contract Amount
\$	20,620.00	Contingency
\$	400,000.00	Total Funding Request

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Proposed Task Order

Project Concept Plan

EXHIBIT A - WORK ORDER

MASTER AGREEMENT FOR PROFESSIONAL SERVICES ("MAPS") No.: _____
Work Order No. _____

Pursuant to and subject to the above-referenced MAPS, dated _____ between the Town of Little Elm, Texas ("Owner"), and Dunaway Associates, L.L.C. ("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: _____

Work to Be Performed: _____

Drawings, plans, specifications (are) (are not) attached: _____

Date and Time to Commence: _____

Date and Time to Complete: _____

Equipment, vehicles, tools, materials, supplies to be furnished or obtained through third parties by Owner (if any): _____

Invoice Mailing Instructions: _____

Other Requirements or Variance from MSA (if any): _____

CONSULTANT PROVIDED INFORMATION:

Compensation: Consultant will provide Professional Services as outlined in the scope of work herein. Work will be billed by the Consultant monthly according to an estimated percentage of work complete towards a lump sum fee as described below.

Basis of Compensation

Dunaway Associates, L.L.C. proposes to provide services described in the scope of work for a lump sum fee, not to exceed, \$379,380 (Three hundred seventy-nine thousand three hundred eighty and 00/100 Dollars) as follows:

Basic Design Services

A. Data Gathering & Program Confirmation	\$ 8,870
B. Preliminary Design.....	\$ 28,200
C. Design Development	\$ 99,435
D. Final Construction Documents	\$ 169,335
E. Bid Phase	\$ 7,775
F. Construction Phase.....	\$ 32,315

EXHIBIT A - WORK ORDER

Specialty Services

G. Topographic Survey	\$ 29,500
H. SWPPP	\$ 3,950

TOTAL FEE* (LUMP SUM).....\$ 379,380

* Customary in-house expenses incurred by Dunaway related to performing this Scope of Services are included in the lump sum fee listed above (e.g., in-house copies, mileage, tolls, computer plotting, photography, meals, etc.). TDLR Plan Review and Post-Construction Inspection Fees are also included in the lump sum. Special request expenses for out-of-house services are not included in the lump sum fee listed above and will be billed as a reimbursable expense. These may include, but are not limited to: couriers/deliveries, repro services, multiple print copies, binding, dry mounting, etc.

Scope of Services:

I. PROJECT UNDERSTANDING

Dunaway Associates, L.L.C. ("**Dunaway**") will perform professional design services for the Town of Little Elm ("**Town**") for preliminary design, construction documents and construction observation for new ballfield improvements at the Lakeside property on Lobo Lane in Little Elm, Texas. Dunaway's scope of services includes professional surveying, engineering and landscape architectural services.

This proposal is based upon a conference call with Town staff on July 29, 2021. The Town has identified an approximate construction budget of \$3,750,000, which excludes price of artificial turf playing surfaces, subsurface, and drainage which will be designed and installed by others. Key program items for conceptual development are listed below.

Key Program Items:

- (3) Softball Fields (lighted)
- Artificial Turf Playing Surfaces, Subsurface, and Drainage (by others)
- (1) Practice Field (natural turf, unlighted)
- Restroom & Concession
- Rebuild Covered Basketball Courts
- Resurface Tennis Courts / Pickleball
- Site Utilities
- Landscape & Irrigation Improvements

Dunaway understands that it is the desire of the Town to use a design/build consultant/contractor to design and install artificial turf on the proposed ball fields. This will be a separate contract between the Town and the design/build consultant/contractor and will not be part of Dunaway's scope of services. During the construction document preparation process, Dunaway will coordinate plans and specifications developed by the artificial turf consultant, provide bid pay items to the Owner for the artificial turf components as provided by the artificial turf consultant, and coordinate with the artificial turf consultant so that the final construction documents direct the park contractor to provide the appropriate site conditions ready for the artificial turf design/build

EXHIBIT A - WORK ORDER

consultant/contractor to perform their work. This coordination may include such items as grading, drainage and subgrade preparation.

II. SCOPE OF SERVICES

A. TOPOGRAPHIC SURVEY

1. Dunaway will perform a topographic survey for the site, including all man-made structures and above ground site features/utilities as outlined in Exhibit A. It is assumed the Project Area will not exceed 13 acres. If client requests topographic survey greater than this project area, Dunaway can provide the additional topographic survey at an additional fee. As owner of the property, the Town hereby authorizes Dunaway to enter upon the property for the purposes of conducting Dunaway's work thereon. If Client is not the owner of the property, Client is to obtain such authorization from owner and provide same in writing to Dunaway at the same instance that Dunaway receives the written notice to proceed.
2. Dunaway will prepare a contour map at 1' intervals for use as the existing site conditions. This map will also include spot elevations for items listed in A.1. The vertical datum on which the elevations are based will be Town of Little Elm.
3. Dunaway will establish a minimum of three (3) on-site temporary benchmarks for use in producing construction drawings.

Task A Deliverables:

- Topographic Survey Exhibit (in PDF Format)

B. DATA GATHERING & PROGRAM CONFIRMATION

1. The Town will provide Dunaway any available additional information for the current on-site and off-site conditions including, but not limited to the following: GIS files; as-built drawings; easements; boundary surveys; property lines; building locations and layouts; roadways and parking; utility locations; trees and vegetation; and any existing park improvements.
2. Based upon the information provided by the Town, Dunaway will prepare an existing conditions base map for use in the planning process.
3. Dunaway will attend one (1) kick-off meeting with Town representatives to discuss and confirm the project schedule, project goals, and confirm program items to be included in phase 1 park development.

EXHIBIT A - WORK ORDER

4. On the same day as the kick-off meeting, Dunaway will perform (1) detailed site review with Town representatives to review development areas and observe current conditions.

Task B Deliverables:

- Kick-off Meeting Notes in PDF Format
- Base map for Existing Site in PDF Format

C. PRELIMINARY DESIGN

1. Based on the site review and new topographic survey information, Dunaway will prepare one (1) Preliminary Design Plan identifying proposed phase 1 improvements. The Plan will be based upon the Town-approved program items and the estimated construction budget; and, it will include images & exhibits as necessary to illustrate potential development of each program area.
2. Based upon the Preliminary Design Plan, Dunaway will prepare a Preliminary Cost Opinion for the proposed improvements.
3. Dunaway will attend one (1) meeting with Town staff to present and review the Preliminary Design Plan and Preliminary Cost Opinion. During this meeting, group consensus for development of program items will be agreed upon. If necessary, Dunaway will revise the Preliminary Design Plan and update the Preliminary Cost Opinion to include Town comments.
4. Dunaway will facilitate (1) Conference Call with Town Staff to confirm and approve the Final Preliminary Design Plan and Final Cost Opinion. If the Town increases the program and construction budget, Dunaway will review with the Town the required additional fees necessary to cover the increase in scope of work. Dunaway will not proceed into the Design Development phase until the final program and cost opinion have been approved in writing by the Town.
5. Based on the approved Schematic Design Layout Plan, Dunaway will provide to the Town and geotechnical engineer one (1) Geotechnical Boring Location Exhibit to include necessary boring locations for bid package. The Town is responsible for selecting and procuring geotechnical services for this project, and providing Dunaway with recommendations from the engineer for use in construction drawings.

Task C Deliverables:

- Preliminary Design Concept Plan in PDF Format
- Preliminary Design Cost Opinion in PDF Format
- Geotechnical Boring Location Exhibit in PDF & CAD Format

EXHIBIT A - WORK ORDER

D. DESIGN DEVELOPMENT

1. Based upon Town approval of the Preliminary Design, Dunaway will prepare Design Development drawings for the proposed park improvements. The Design Development drawings will be prepared at an approximate 50% level of completion of Construction Documents.
2. The Town will provide to Dunaway all front-end documents, contracts, insurance requirements, general conditions, etc. for use by Dunaway in preparing the specifications and contract documents.
3. Dunaway will prepare a preliminary Table of Contents for the specifications and contract documents.
4. Based upon the Design Development drawings, Dunaway will prepare a 50% completion Cost Opinion for the proposed improvements.
5. Dunaway will submit the Design Development drawings, Cost Opinion and Table of Contents for the specifications and contract documents to the Town for review and comment.
6. The Town will forward all review comments in writing to Dunaway for the Design Development drawings submittal. Dunaway will obtain these comments and approval from the Town prior to proceeding into Final Construction Documents.

Task D Deliverables:

- 50% Design Development Drawings
- Table of Contents for Specifications & Contract Documents Booklet
- 50% Design Development Cost Opinion

E. FINAL CONSTRUCTION DOCUMENTS

1. Based upon approval from the Town for the Design Development drawings submittal, Dunaway will prepare Final Construction Documents at an approximate 95% level of completion. The Construction Documents will be comprised of both the drawings and the specifications & contract documents.
2. Based upon the 95% Construction Documents, Dunaway will prepare a final cost opinion for all the proposed Park improvements.
3. Dunaway will submit the 95% Construction Documents and updated cost opinion to the Town for final review and comment. The Town will provide Dunaway final, written comments for all revisions requested to the Final Construction Documents.
4. If needed, Dunaway will submit 95% Construction Documents to Town Development Services for review and comment. This step may include

EXHIBIT A - WORK ORDER

attending (1) Pre-Development meeting with Town Development Services staff for review.

5. Based upon the final written comments received from the Town, Dunaway will prepare Final Construction Documents (signed and sealed) for the Town to utilize in bidding the project.
6. Dunaway will submit the Final Construction Documents to the Texas Department of Licensing and Regulation (TDLR) for the State required accessibility review. Fees associated with Plan Review and Project Filing are included in this Scope of Services.

Task E Deliverables:

- 95% Construction Documents
- 95% Cost Opinion
- Final Construction Documents
- Submission of Construction Documents for TDLR Plan Review and Project Filing

F. BID PHASE

1. Dunaway will provide the Town with PDF files of the documents for the Bid and Construction Document Package. The Town will be responsible for the advertisement of the bidding, printing and distribution of bid sets and overall management of the bidding process.
2. Dunaway will attend (1) Pre-Bid Meeting with Town representatives and the potential bidders.
3. If required, Dunaway will review Town-prepared addenda, during the bid phase.
4. Dunaway will attend (1) Bid Opening Meeting with Town representatives and the potential bidders.
5. Dunaway will assist the Town in reviewing the Contractor's bids and providing a Bid Tabulation and a recommendation to the Town for award of contract.

Task F Deliverables:

- Bid Tabulation
- Review of contractor's bids and letter of recommendation for award of contract

EXHIBIT A - WORK ORDER

G. CONSTRUCTION PHASE

1. Dunaway will assist the Town by attending (1) Pre-Construction Meeting and a maximum of eight (8) 2-hour progress meetings (i.e., 1 hour travel, 1 hour meeting) during construction to evaluate completion of work by the Contractor. If the number of required meetings or the amount of meeting time increases, additional time can be provided by Dunaway as an additional service as requested and approved by the Town in writing. These additional meetings will be billed to the Town monthly as a reimbursable expense according to Dunaway's standard hourly rate schedule included in this proposal. The Town will be responsible for the day-to-day administration of the construction contract.
2. Dunaway will prepare field notes/summary as necessary for meetings attended during the construction of the project.
3. Dunaway will process submittal and shop drawing reviews as submitted by the Contractor during the construction process. Pay applications may also be reviewed each month by Dunaway and will then be forwarded to the Town with the appropriate recommendation.
4. Dunaway will assist the Town in attending one (1) initial walk-through with the Contractor and subcontractors to review substantial completion of work. Dunaway will provide written comments to the Town for the preparation of a "punch list" for work to be completed by the Contractor.
5. When the Contractor indicates "punch list" items are completed, Dunaway will assist the Town in attending one (1) final walk-through with the Contractor and subcontractors to review completion of work. Dunaway will provide a written field report to the Town to document work completed and remaining.
6. If additional walk-throughs are required, Dunaway can attend as an additional service as requested and approved by the Town in writing. These additional meetings will be billed to the Town monthly as a reimbursable expense according to Dunaway's standard hourly rate schedule included in this proposal.

Task G Deliverables:

- Meeting notes for progress meetings/reviews as necessary
- Processing of submittals and RFIs
- "Punch List" from Initial Walk-Through
- Field report from Final Project Walk-Through

H. STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

1. In conjunction with the completion of the Final Construction Documents, Dunaway will prepare a Storm Water Pollution Prevention Plan (SWPPP) for

EXHIBIT A - WORK ORDER

the proposed site. Any other environmental engineering services would be considered additional services.

Task H Deliverables:

- (2) Copies of SWPPP Document (in hard copy format)
- (1) Electronic Copy of SWPPP Document (in PDF Format)

III. ASSUMPTIONS

- A. Should the number of program items or construction budget substantially increase or decrease; or, if the Town should require a significant number of alternate bid items to be included, Dunaway and Town staff will re-evaluate this scope of work and determine the basis of compensation in accordance with revisions to the design services.
- B. It is anticipated that the proposed improvements identified in this scope of work will be prepared as one bid package. If additional bid packages are required by the Town, Dunaway will re-evaluate the scope of services to address additional fees not covered in this scope of work.
- C. The Town will provide, as expeditiously as possible, all readily available base information that it currently has in its possession, necessary to complete the Scope of Services described herein. Should Dunaway need any additional survey information, the Town will provide this information to Dunaway. All information provided by the Town is assumed by Dunaway to be accurate and complete, unless indicated otherwise by the Town. Any information required to complete this Scope of Services that cannot be readily provided by the Town will remain the responsibility of the Town. All such information shall be provided to Dunaway and any costs associated with acquisition of information will be borne by the Town.
- E. Any services for environmental engineering such as an Environmental Assessment (E.A.) or Environmental Impact Statement (E.I.S.) are not included in this Scope of Services and would be considered additional services.
- F. This Scope of Services does not include any services for traffic studies or transportation engineering/planning studies.
- G. This Scope of Services does not include design or production of any marketing materials to be utilized by the Town for such items as press releases, web postings, brochures, flyers, posters, 3D animations, videos, etc.
- H. The Town will pay for all required governmental processing fees, public notice advertising costs, and printing of bid documents/plans for bidding and construction.
- I. This Scope of Services does not include any boundary survey or platting services.

EXHIBIT A - WORK ORDER

- J. This Scope of Services does not include any presentations to the public, community organizations or other group unless specifically noted in this scope of work.

IV. ADDITIONAL SERVICES

Additional Services, not included in this Scope of Services, will be negotiated with the Town as necessary. Compensation will be based upon either a mutually agreed lump sum fee or on an hourly basis.

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

Dunaway Associates, L.L.C.

By: _____

Printed Name: _____

Title: _____

Date: _____

Owner

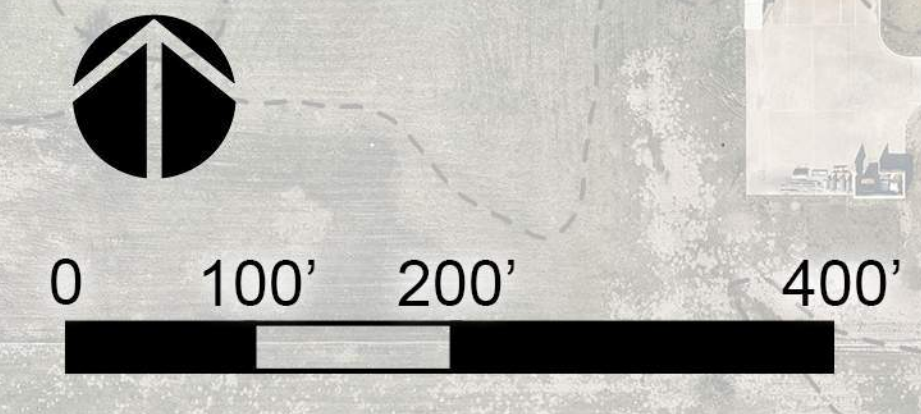
Town of Little Elm

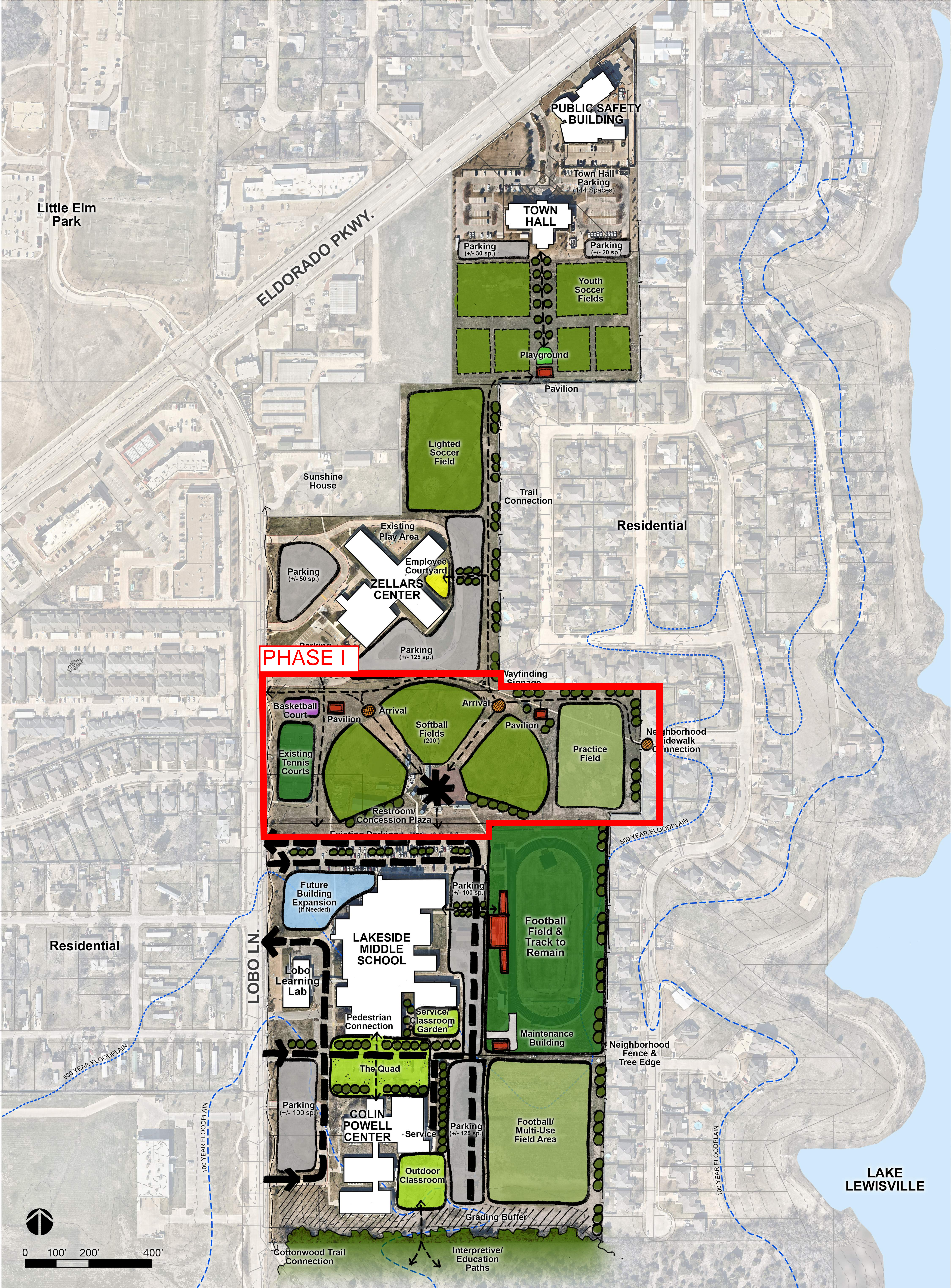
By: _____

Printed Name: Matt Mueller

Title: Town Manager

Date: _____





LAKESIDE SPORTS COMPLEX MASTER PLAN

LEISD + Parks and Recreation Department

Concept Layout October 13, 2016





Town Council Meeting

Date: 10/19/2021
Agenda Item #: 6. I.
Department: Development Services
Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Award a **Construction Contract to Superior Concrete Products for the Emergency Repair of a Retaining Wall Located near 2764 Crescent Lake Drive, in an Amount not to Exceed \$320,000.**

DESCRIPTION:

Over the past several months, staff has noted that an existing retaining wall near 2764 Crescent Lake Drive has experienced severe structural instability due to ground movement. A portion of this wall is located on Town-owned property, and the remaining length is located on private property owned by the adjacent homeowner. Staff has been coordinating with the homeowner to prepare an agreement that would allow the Town to combine the work needed to replace the entire wall section into one project, and use funding provided by the homeowner to cover the costs related to the work on private property.

Staff has received a proposal from Superior Concrete Products to replace the failed sections of the retaining wall, and has separated the costs for the Town's wall section from the homeowner's section. This will allow the additional work on the homeowner's property to be added once an agreement is reached, and they are able to provide the additional required funding.

Section 252.022 of the Texas Local Government Code provides exemptions to the competitive procurement process for expenditures that are necessary to protect the public health or safety of the municipality's residents, or because of unforeseen damage to property. Due to the continued movement of the walls and risk of damage to the adjacent structures and drainage system, staff is recommending approval of the proposed construction contract using these exemptions.

BUDGET IMPACT:

Funding is available in Drainage Fund. Expenditures will not exceed funds appropriated. Funds will be committed at the issuance of a purchase order.

\$	255,860.00	Town Contribution
\$	31,968.00	Homeowner Contribution
\$	<u>32,172.00</u>	<u>Contingency</u>
\$	320,000.00	Total Funding Request

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Cost Proposal



SUPERIOR CONCRETE PRODUCTS

1203 Raider Drive, Euless, TX 76040
Phone: 817-277-9255 Fax: 817-261-0194

ESTIMATE

DATE: June 3, 2021

PROJECT NAME: City of Little Elm
PROJECT LOCATION: Little Elm, TX

CONTACT: Wesley Brandon
COMPANY: Little Elm Town Engineer
PHONE No: 469-207-4233
EMAIL: wbrandon@littleeelm.org

	<u>City property Cresent lake Dr</u>	<u>City property Cresent lake Dr</u>	<u>Cresent Lake Dr 2768</u>	<u>Cresent Lake Dr 2768</u>			
PRODUCTS:	ReCon	Ameristar Fence	ReCon	Ameristar Fence	Excavation / Haul off	Landscaping	Stain
TYPE:	Gravity	Monatage Plus	Gravity	Monatage Plus	For retaining wall, leveling	Grass	
TEXTURE:	North Shore Granite	Majestic or equal	North Shore Granite	Majestic or equal	pad, and retained soil	Cleanup	
COLOR:	Natural	Black	Natural	Black	N/A	N/A	
SCOPE:	Furnish & Install	Furnish & Install	Furnish & Install	Furnish & Install	Furnish & Install	Furnish & Install	Powerwash & Stain
QUANTITY:	2,728	222	592	66	1	3,900	3320
UNIT:	SF	LF	SF	LF	LS	LS	SF
EXPOSED HEIGHT (feet):	Ranges from 4' to 12'	4'	Ranges from 4' to 8'	4'	Varies	N/A	Ranges from 4' to 12'
LENGTH (feet):	222'	222	66'	66	Varies	N/A	288
UNIT PRICE:	\$74.50	\$80.00	\$51.00	\$80.00	included	\$9.60	\$3
SUB-TOTAL	<u>\$203,236.00</u>	<u>\$17,760.00</u>	<u>\$30,192.00</u>	<u>\$5,280.00</u>		<u>\$37,440.00</u>	\$9,960

P&P Bond \$7,000.00

TOTAL PRICE: \$310,868.00
Turn-Key price (including P&P Bond)

Trevor LoBue

Sales Engineer
817-223-4884

NOTES:

1. Superior Concrete Products will conduct project on a design-build basis (furnish and install).
2. Price includes engineering, materials, installation, and freight.
3. Blocks shall be manufactured from concrete having a strength of 4,000 psi @ 28 days (min).
4. RECON™, is a trademark of ReCon Wall Systems, Inc.
5. Product made in the USA by Superior's NPCA Certified Plant.
6. Retaining wall system manufactured in a "Natural" color.
7. Sales tax is excluded from the total price (will need a tax exempt certificate for approval).
8. Payment: 50% due upon commencement, 25% due upon start, 25% due upon completion of work.

Addendum

1. Imported fill

SCP is responsible for providing imported fill for the reinforced/retained zones
Superior responsible for the drainage rock backfill and perforated pipe behind the wall

2. Soil Testing

Soil testing and evaluation of the reinforced fill, retained fill, and foundation soils shall be performed at no cost to SCP. A geotechnical engineering firm qualified to conduct the necessary tests according to standard practice shall perform all soil testing and the requirements set forth in the project construction documents for backfill placement.

3. Excavation

Superior responsible for excavating and preparation for the block base. The grades and limits required by the construction drawings. The foundation soils shall be inspected and approved by engineer prior to placement of the retaining wall leveling pad and/or backfill that Superior will be performing as part of Superior's scope of work.

4. Utilities

Utility location and/or relocation within the retaining wall area shall be the responsibility of owner. New utilities located within the wall areas shall be installed as the fill is being placed.

5. Site Drainage

Temporary and permanent drainage berms and/or other water diversion structures shall be the responsibility of owner. Control of groundwater and maintenance of a dry retaining wall work area shall be coordinated with owner

6. Existing Structures

Providing temporary or permanent shoring to protect and maintain existing buildings, structures, trees or roadways shall be the responsibility of SCP.

7. Surveying

Surveying of the retaining wall will be the responsibility of SCP.

8. Bonds

Payment and performance bonds are excluded in this proposal.

9. Permits and Fees

Superior will apply for the retaining wall permit with the stamped and sealed drawings provided by a Texas Professional Engineer

10. Railing installation or leave outs in a separate line item as optional.

11. Pricing is good for 30 days.



Town Council Meeting

Date: 10/19/2021
Agenda Item #: 6. J.
Department: Finance
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Award **RFP 2022-01 for Synthetic Turf Installation at Cottonwood Park and Lakeside Middle School to Field Turf USA, Inc., in an Amount not to Exceed \$2,817,586.**

DESCRIPTION:

Cottonwood Park currently has four ballfields that require the installation of artificial turf within the infield areas.

Lakeside Middle School is also planned to include three softball fields with 200' foul lines. Each field will require approximately 42,070 square feet of artificial turf for a total of 126,210 square feet. This project is currently under design and construction will be started within one year of executing the contract.

This solicitation was advertised in the local paper and posted on the Town's eProcurement system. Four hundred fifteen (415) contractors and plan rooms were notified, with two (2) responding. The highest scoring firm is Field Turf USA, Inc., of Georgetown, Texas.

BUDGET IMPACT:

Funding has been identified in the Capital Improvement Plan and funded from the 2021 CO Bonds issued this summer. Expenditures will be in the Government CIP Fund (871).

\$	2,717,586	Base Contract
\$	100,000	Contingency
\$	2,817,586	Project Total

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

RECOMMENDED ACTION:

Staff recommends to award RFP 2022-01 for Synthetic Turf Installation at Cottonwood Park and Lakeside Middle School to Field Turf USA, Inc., in an amount not to exceed \$2,817,586.

Attachments

Evaluation

						FieldTurf USA, Inc.		Paragon Sports Constructors			
Line #	Description					QTY	UOM	Unit	Extended	Unit	Extended
1	Base Bid - Cottonwood Park	Artificial Turf, Field #1 Installed complete and in place				1	LS	\$286,748.00	\$286,748.00	\$291,010.00	\$291,010.00
2	Base Bid - Cottonwood Park	Artificial Turf, Field #2 Installed complete and in place				1	LS	\$286,748.00	\$286,748.00	\$301,832.00	\$301,832.00
3	Base Bid - Cottonwood Park	Artificial Turf, Field #3 Installed complete and in place				1	LS	\$286,748.00	\$286,748.00	\$337,073.00	\$337,073.00
4	Base Bid - Cottonwood Park	Artificial Turf, Field #4 Installed complete and in place				1	LS	\$286,748.00	\$286,748.00	\$360,798.00	\$360,798.00
Sub Total:								\$1,146,992.00		\$1,290,713.00	
5	Add Alternate 1- Lakeside Middle School	Artificial Turf, Field #1 Installed complete and in place				1	LS	\$426,158.00	\$426,158.00	\$487,372.00	\$487,372.00
6	Add Alternate 1- Lakeside Middle School	Artificial Turf, Field #2 Installed complete and in place				1	LS	\$426,158.00	\$426,158.00	\$487,372.00	\$487,372.00
7	Add Alternate 1- Lakeside Middle School	Artificial Turf, Field #3 Installed complete and in place				1	LS	\$426,158.00	\$426,158.00	\$487,372.00	\$487,372.00
Sub Total:								\$1,278,474.00		\$1,462,116.00	
8	Add Alternate 2 - Soil Stabilization	Cottonwood Park Field #1 Installed complete and in place				1	LS	\$36,022.00	\$36,022.00	\$42,602.00	\$42,602.00
9	Add Alternate 2 - Soil Stabilization	Cottonwood Park Field #2 Installed complete and in place				1	LS	\$36,022.00	\$36,022.00	\$42,602.00	\$42,602.00
10	Add Alternate 2 - Soil Stabilization	Cottonwood Park Field #3 Installed complete and in place				1	LS	\$36,022.00	\$36,022.00	\$44,983.00	\$44,983.00
11	Add Alternate 2 - Soil Stabilization	Cottonwood Park Field #4 Installed complete and in place				1	LS	\$36,022.00	\$36,022.00	\$47,364.00	\$47,364.00
12	Add Alternate 2 - Soil Stabilization	Lakeside Middle Field #1 Installed complete and in place				1	LS	\$49,344.00	\$49,344.00	\$57,607.00	\$57,607.00
13	Add Alternate 2 - Soil Stabilization	Lakeside Middle Field #2 Installed complete and in place				1	LS	\$49,344.00	\$49,344.00	\$57,607.00	\$57,607.00
14	Add Alternate 2 - Soil Stabilization	Lakeside Middle Field #3 Installed complete and in place				1	LS	\$49,344.00	\$49,344.00	\$57,607.00	\$57,607.00
Sub Total:								\$292,120.00		\$350,372.00	
Grand Total:								\$2,717,586.00		\$3,103,201.00	

Evaluation Criteria		Possible points	
Product	20	20	20
Qualifications & Experience	20	20	20
References	20	20	20
Construction Schedule & Installation Process	20	20	18
Price	20	20	18
Total Score:	100	100	96



Town Council Meeting

Date: 10/19/2021
Agenda Item #: 6. K.
Department: Community Services
Strategic Goal: Maximize community recreation and leisure activities
Staff Contact: Chad Hyde, Director of Community Services

AGENDA ITEM:

Consider Action to Approve the **iHeart Media Event Promotion Agreement**.

DESCRIPTION:

The Event Promotion Agreement between iHeartMedia Entertainment, Inc. and Town of Little Elm. During the term, iHeartMedia shall conduct the promotion related to Magic of Lights and provide services as listed in Exhibit B of the Agreement.

BUDGET IMPACT:

iHeartMedia will be providing services in total value of \$560,250 for the event. The Town will pay iHeartMedia a revenue share based on the total number of cars that attend the event. \$2 per car from 6k - 18,000 (iHeart potential \$24,000), \$3 per car from 18,001 or more. At 22k cars, the revenue share reverts to: \$2 per car from 3k - 18,000 (iHeart potential \$30,000), \$3 per car from 18,001 or more (iHeart potential unlimited). After the event, revenue share will be addressed in a budget amendment if needed.

RECOMMENDED ACTION:

Approve and execute the Event Promotion Agreement between iHeartMedia and Town of Little Elm, for Magic of Lights.

Attachments

Event Promotion Agmt

EVENT PROMOTION AGREEMENT

This Event Agreement (“Agreement”) is made and entered into as of 10/5/2021 by and between iHeartMedia + Entertainment, Inc., a Nevada corporation (“iHeartMedia”), and Town of Little Elm (“Company”).

In consideration of the mutual representations and provisions made herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Event. During the Term (as defined in Section 2), iHeartMedia shall conduct the promotion related to the Event described on Exhibit A attached hereto (the “Event”).

Section 2. Term.

(a) Unless earlier terminated pursuant to the terms hereof, the term of this Agreement shall begin on 10/5/21 and terminate on 1/3/2022 (“Term”).

(b) This Agreement may be terminated prior to the end of the Term as follows:

(i) Immediately, by either party, if the other party makes a general assignment for the benefit of creditors, shall have been adjudicated bankrupt, shall have filed a voluntary petition for bankruptcy or for reorganization, or effectuated a plan or similar arrangement with creditors, shall have filed an answer to a creditor’s petition or a petition is filed against it for an adjudication in a bankruptcy or reorganization, or if the other party shall have applied for or permitted the employment of a receiver or a trustee or a custodian for any of its property or assets;

(ii) By either party, if there is a material breach by the other party under any provision of this Agreement and it has failed to cure the material breach within thirty (30) days after being given written notice by the other party; or

(iii) Immediately, by iHeartMedia, if Company fails to comply with and enforce the stricter of all applicable state and local laws and restrictions and all recommendations of the United States Centers for Disease Control and Prevention (“CDC”) related to Covid-19 or its mutations and to all related policies that have been communicated to iHeartMedia.

Section 3. Exhibits and Rules of Construction.

(a) Attached hereto and incorporated herein for all purposes are the following Exhibits:

- (i) Exhibit A: Description of the Event;
- (ii) Exhibit B: iHeartMedia Services; and
- (iii) Exhibit C: Company Services.

(b) Express terms set forth in this Agreement may be modified by the express terms of an Exhibit attached hereto. In the event that the terms and conditions set forth in any Exhibit hereto contradict any term or provision of this Agreement, the terms and conditions of the Exhibit shall control.

Section 4. iHeartMedia Services. In consideration for the receipt from Company of the Company Services other good and valuable consideration, iHeartMedia agrees to provide the iHeartMedia Services (as defined on Exhibit B) in connection with the Event.

Section 5. Company Services. In consideration for the provision of the iHeartMedia Services and other good and valuable consideration, Company agrees to provide the Company Services (as defined on Exhibit C) in connection with the Event.

Section 6. Cancellation and Liability. If any part of the Event is cancelled or postponed for any reason other than a material breach by iHeartMedia, then without limitation as to any rights or remedies which iHeartMedia may otherwise have, Company will pay to iHeartMedia any and all out-of-pocket expenses or funds irrevocably committed by iHeartMedia at the time of such early termination.

Section 7. Intellectual Property Rights.

 (a) During the Term, the parties hereto grant each other nonexclusive, royalty-free, non-assignable licenses for the sole and limited use of the trademarks set forth on Exhibits B and C (the “Proprietary Marks”) in the parties’ advertising and promotional activities relating to the Event, as set forth herein. Prior to any use of the other party’s Proprietary Marks, the party proposing to use the other party’s Proprietary Marks shall seek the prior written consent of the party which owns the Proprietary Marks, which consent shall not be unreasonably withheld. Further consent shall not be required for uses of Proprietary Marks consistent with prior approved uses. Neither party shall be permitted to sub-license or assign their respective licenses of the other parties’ Proprietary Marks and any such assignment or sublicense shall be void. The parties acknowledge that they have no interest in the other parties’ Proprietary Marks, except as provided herein, and neither party will take any action or fail to take any action which could impair a party’s rights to its respective Proprietary Marks. The licenses granted hereby shall terminate upon expiration or termination of this Agreement.

 (b) Company acknowledges and agrees that the broadcasting, advertising, and marketing industries are extremely competitive and that iHeartMedia’s advertising and marketing ideas and related compilations, programming, and copyrightable works (collectively referred to as “Proprietary Information”) are valuable assets. Company acknowledges and agrees that all Proprietary Information acquired by or shared with Company during iHeartMedia’s relationship with Company belongs only to iHeartMedia and may never be copied, used, or disclosed without iHeartMedia’s express written consent.

Section 8. Relationship.

 (a) Company agrees that iHeartMedia shall be the exclusive media/advertising promoter related to the Event and that no other party which owns or operates radio stations, television stations or outdoor advertising shall be a sponsor or promoter of the Event.

 (b) The relationship described herein applies only to the Event as described herein, during the Term, and Company shall not have any rights with respect to any future promotion conducted by iHeartMedia except and to the extent of any future written agreement.

Section 9. Media and Event.

 (a) iHeartMedia may use newspaper, radio, television, Internet or other media (“Media”), or a combination thereof, to promote the Event. iHeartMedia retains all rights to create, place and to determine the amount of all Media used to promote the Event. Company acknowledges that iHeartMedia may use Media owned or controlled by iHeartMedia or its affiliates for the promotion of the Event.

(b) If Company conducts any sweepstakes, giveaways or other promotions related to the Event, Company will be solely responsible for complying with all laws governing such activity.

(c) The iHeartMedia Services involve transmission by broadcast on radio, Internet and other media and is subject to all applicable federal, state and municipal regulations, including the rules of the Federal Communications Commission ("FCC") and the Federal Trade Commission. In order to satisfy its obligations to the FCC, iHeartMedia will have the right to cancel any radio transmission or portion thereof to be made under this Agreement in order to transmit any programming which it deems to be of public significance. iHeartMedia will notify Company in advance if reasonably possible or within a reasonable time after such scheduled transmission if advanced notification is not reasonably possible.

Section 10. **INDEMNIFICATION.**

(a) **IHEARTMEDIA WILL INDEMNIFY, DEFEND AND HOLD COMPANY AND ITS OFFICERS, DIRECTORS, MEMBERS AND EMPLOYEES (COLLECTIVELY, "COMPANY INDEMNITEES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, LIABILITIES OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES AND COURT COSTS INCURRED BY OR ON BEHALF OF COMPANY INDEMNITEES) ARISING OUT OF OR IN CONNECTION WITH (I) ANY NEGLIGENT ACTS OR OMISSIONS OF IHEARTMEDIA OR ITS OFFICERS, DIRECTORS OR EMPLOYEES; (II) THE USE OF IHEARTMEDIA'S PROPRIETARY MARKS BY COMPANY AS APPROVED BY IHEARTMEDIA OR (III) THE MATERIAL BREACH, BY IHEARTMEDIA, OF IHEARTMEDIA'S OBLIGATIONS HEREUNDER. THE INDEMNITY AND DEFENSE REQUIRED BY THIS SECTION SHALL BE PROVIDED REGARDLESS OF WHETHER THE CLAIM, DEMAND, SUIT, LIABILITY OR EXPENSE IS BASED IN WHOLE OR IN PART ON THE ACTUAL OR ALLEGED NEGLIGENCE OF COMPANY INDEMNITEES, WHETHER ACTIVE, PASSIVE, SIMPLE OR GROSS. THE PARTIES AGREE, HOWEVER, THAT IHEARTMEDIA SHALL NOT BE OBLIGATED TO DEFEND OR INDEMNIFY COMPANY INDEMNITEES FOR CLAIMS, DEMANDS, SUITS, LIABILITIES OR EXPENSES THAT ARISE OUT OF THE SOLE NEGLIGENCE OF COMPANY INDEMNITEES.**

(b) **TO THE EXTENT ALLOWED BY LAW, COMPANY WILL INDEMNIFY, DEFEND AND HOLD IHEARTMEDIA AND ITS AFFILIATES, AND THE RESPECTIVE OFFICERS, DIRECTORS, MEMBERS AND EMPLOYEES OF SUCH PARTIES (COLLECTIVELY, "IHEARTMEDIA INDEMNITEES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, LIABILITIES OR EXPENSES (INCLUDING ATTORNEYS' FEES, EXPENSES AND COURT COSTS INCURRED BY OR ON BEHALF OF IHEARTMEDIA INDEMNITEES) ARISING OUT OF OR IN CONNECTION WITH (I) ANY ACTS OR OMISSIONS OF COMPANY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS OR PARTICIPANTS; (II) THE BREACH, BY COMPANY, OF COMPANY'S OBLIGATIONS HEREUNDER; (III) THE PRODUCTION OF THE EVENT BY COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS OR PARTICIPANTS; (IV) THE USE OF COMPANY'S PROPRIETARY MARKS BY IHEARTMEDIA AS APPROVED BY COMPANY; OR (V) CLAIMS ASSOCIATED WITH EXPENSES INCURRED AS A RESULT OF A QUARANTINE AND/OR EXPOSURE TO COVID-19 OR ITS MUTATIONS. THE INDEMNITY AND DEFENSE REQUIRED BY THIS SECTION SHALL BE PROVIDED REGARDLESS OF WHETHER THE CLAIM, DEMAND, SUIT, LIABILITY OR EXPENSE IS BASED IN WHOLE OR IN PART ON THE ACTUAL OR**

ALLEGED NEGLIGENCE OF IHEARTMEDIA INDEMNITEES, WHETHER ACTIVE, PASSIVE, SIMPLE OR GROSS. THE PARTIES AGREE, HOWEVER, THAT COMPANY SHALL NOT BE OBLIGATED TO DEFEND OR INDEMNIFY IHEARTMEDIA INDEMNITEES FOR CLAIMS, DEMANDS, SUITS, LIABILITIES OR EXPENSES THAT ARISE OUT OF THE SOLE NEGLIGENCE OF IHEARTMEDIA INDEMNITEES.

(c) The indemnification provisions contained throughout this Agreement shall survive the termination of this Agreement.

Section 11. Insurance.

(a) The insurance requirements described in this Section 11 are independent of any indemnity and/or insurance obligations described elsewhere in this Agreement.

(b) iHeartMedia shall maintain a policy of commercial general liability insurance including coverage for bodily injury and death, completed operations, personal injury liability and product liability coverages, with limits of liability of \$5,000,000.00 per occurrence, which shall insure iHeartMedia's activities and services listed in Exhibit B in connection with the Event. Subject to the foregoing, iHeartMedia shall deliver to Company a certificate of insurance complying with the foregoing, listing Company as an additional insured to the extent of liability caused by iHeartMedia's acts and omissions, at least ten (10) days prior to the first day of the Event. iHeartMedia shall maintain statutory Workers' Compensation coverage as applicable under the Agreement for its employees and contractors which policy shall include a Waiver of Subrogation in favor of Company. iHeartMedia may satisfy insurance requirements covering its contractors' operations through contractor's own insurance policies if providing same insurance limits and provisions listed. With respect to claims arising directly from iHeartMedia's operations, iHeartMedia's policies shall be endorsed to provide that they are primary and non-contributing with any other insurance maintained by the additional insureds.

(c) Company shall maintain a policy of commercial general liability insurance including coverage for bodily injury and death, completed operations, personal injury liability, product liability coverages and liquor liability (if applicable), with limits of liability of at least \$2,000,000.00 per occurrence which shall insure Event and Company's operations and activities listed in Exhibit C in connection with the Event. Subject to the foregoing, Company shall deliver to iHeartMedia a certificate of insurance complying with the foregoing, listing iHeartMedia and its parent, subsidiaries and affiliates as additional insureds, at least ten (10) days prior to the first day of the Event. Company shall maintain statutory Workers' Compensation coverage as applicable under the Agreement for its employees and contractors which policy shall include a Waiver of Subrogation in favor of iHeartMedia, and its parent, subsidiaries and affiliates. Company may satisfy insurance requirements covering its contractors through contractor's own insurance policies if providing same insurance limits and provisions listed. With respect to claims arising directly from Company's operations, Company's policies shall be endorsed to provide that they are primary and non-contributing with any other insurance maintained by the additional insureds.

Section 12. Further Assurances. Each party to this Agreement, upon the request of any other party to this Agreement, will execute, acknowledge and deliver such further documents or instruments and perform such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of this Agreement. Each of the individuals executing this Agreement certifies that he or she is duly authorized to do so.

Section 13. Assignment. iHeartMedia may (i) assign its rights, in whole or in part under this Agreement, and/or (ii) delegate its duties and responsibilities under this Agreement to any affiliate of iHeartMedia. This Agreement or any part hereof may not be transferred, conveyed or assigned by Company without the prior written consent of iHeartMedia.

Section 14. Relationship of the Parties. The parties are acting herein as independent contractors. Nothing herein contained will create or be construed as creating a partnership, joint venture or agency relationship between the parties and no party will have the authority to bind the other in any respect. Company will be solely responsible for all wages, income taxes, worker's compensation and any other requirements for all personnel it supplies pursuant to this Agreement. Sales taxes, if any, will be the responsibility of the purchaser of the goods or services.

Section 15. Limitation of Liability. Company acknowledges and agrees that, notwithstanding anything contained in this Agreement to the contrary, in no event shall iHeartMedia be liable to Company or any other party for liabilities arising under or related to this Agreement in excess of the aggregate value of the Fee.

Section 16. Successors and Assigns. All of the terms of this Agreement will apply to, be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.

Section 17. Entire Agreement and Modification. The Agreement and this attached Exhibits contain the entire agreement between the parties relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated. This Agreement may not be amended, revised, or terminated orally but only by a written instrument executed by the party against which enforcement of the amendment, revision, or termination is asserted.

Section 18. Applicable Law. This Agreement will be governed by and construed according to the laws of the State of Texas.

Section 19. Compliance with Laws. Each party hereto shall comply with all laws and governmental regulations pertaining in any manner to such party's products or services being provided pursuant to this Agreement or activities being conducted pursuant to this Agreement.

Section 20. Nondiscrimination in Advertising. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, iHeartMedia will not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity.

Section 21. Force Majeure. The failure of either party hereto to comply with the terms and conditions hereof because of an act of God, strike, labor troubles, war, fire, pandemic, epidemic, earthquake, act of public enemies, action of federal, state or local governmental authorities or for any reason beyond the reasonable control of such party, will not be deemed a breach of this Agreement.

Section 22. Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing (which shall include notice by facsimile transmission) and shall be deemed to have been duly made and received when personally served, or when delivered by Federal Express or a similar overnight courier service, expenses prepaid, or, if sent by facsimile communications equipment, delivered by such equipment, addressed as set forth on Exhibit B, in the case of iHeartMedia, and Exhibit C, in the case of Company.

Section 23. No Waiver of Rights. If either party fails to enforce any of the provisions of this Agreement or any rights or fails to exercise any election provided in the Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either party to exercise any of these provisions, rights or elections will not preclude or prejudice such party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.

Section 24. Invalidity. If any term, provision, covenant or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.

Section 25. Headings; References. The captions of Sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. References to a "Section" when used without further attribution shall refer to the particular section of this Agreement.

Section 26. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

IHEARTMEDIA:

iHeartMedia + Entertainment, Inc.

By: _____
Name: _____
Title: _____

COMPANY:

Town of Little Elm

By: _____
Name: _____
Title: _____

EXHIBIT A

DESCRIPTION OF THE EVENT

The Event shall consist of _____ Magic of Lights™ is a unique and dazzling drive-through holiday lights experience in the Town of Little Elm to celebrate the season from __11/20____ 2021 through _____1/2____, 2022.

EXHIBIT B

IHEARTMEDIA SERVICES

In connection with the Event, iHeartMedia (or one of its affiliates) shall, at its sole expense, provide the following Services (the “iHeartMedia Services”):

1. Attached no charge commercial schedule, which includes a combo of :30, :15, and :05 second commercials across all five Dallas FM stations (all no charge commercials are preemptible to cash /pending availability). *estimated total impressions = 23,254,000. (\$238,000 value)
2. Paid promotional support - Each of the (5) iHeartMedia Dallas stations will run a campaign leading up to and during the 2021 Event dates driving ticket sales. The campaign will include a healthy rotation of on-air promos, ticket giveaways, social media posts, and other digital components consisting of:
 - A minimum of (400) :15 second recorded announcements between 11/15-1/2 combined across all stations (\$44,750 value)
****iHeart to share a name only sponsor tag with Town of Little Elm at conclusion of these promos (400 total avails for Town of Little Elm)***
 - A minimum of (600) :30 second recorded announcements between 11/15-1/2 combined across all stations (\$147,500 value)
 - A minimum of (50) social media posts combined across all stations (\$72,500 value)
 - Will include logo and hyperlink on (5) station site calendars. (\$7,500 value)
 - Ticket giveaway promotions on all stations. (\$50,000 value)
 - Total Paid-for Promotional Value = \$322,250

iHEART TOTAL VALUE: \$560,250

IHM to pay charitable sponsor \$1 per vehicle at the Event, following IHM’s receipt thereof from Company.

***iHeartMedia will not be in breach of this Agreement if any individual that is the employ of iHeartMedia or is otherwise secured by iHeartMedia to appear at a location in connection with the Event fails do so or leaves such location early due to safety concerns, including Company’s failure to comply with and enforce the stricter of all applicable state and local laws and restrictions and all recommendations of the CDC related to Covid-19 or its mutations and to all related policies that have been communicated to iHeartMedia.

In connection with the Event, and pursuant to the terms of the Agreement, iHeartMedia grants Company a license to use the following trademarks in the advertising and promotion of the Event: iHeartRadio logo and iHeart DFW Cluster station logos.

All notices to be delivered in connection with this Agreement shall be sent as follows:

iHeartMedia
14001 N Dallas Pkwy #300
Dallas, TX 75240
Attn: Kevin Maus

With a copy to:

iHeartMedia + Entertainment, Inc.
20880 Stone Oak Pkwy
San Antonio, Texas 78258
Facsimile: 210-832-3433
Attention: General Counsel

EXHIBIT C

COMPANY RESPONSIBILITIES

In connection with the Event, Company shall, at its sole expense, provide the following Services (the “Company Services”):

1. Company is fully responsible for all aspects of production related to the Event to include, but not necessarily limited to, event permits, Staging, Fire Permits/Inspection, Equipment, Security, Health & Safety (including compliance with and enforcement of the stricter of applicable state and local laws and restrictions and all recommendations of the CDC related to Covid-19 or its mutations), EMS/Medical, Parking and Concessions. iHeartMedia assumes no responsibility for such, implied or otherwise, unless specifically outlined under Exhibit B, above.
2. Provide 80 General Admission tickets for the contests conducted by iHeartMedia
3. Company will provide iHeartMedia with a minimum 10x10 space at the Event for iHeart on site activation
4. iHeartMedia to be exclusive radio partner for the Event with first right of refusal on future Magic of Lights.
5. Ability to have iHeart Media stations on site for marketing /promotional purposes (optional).
6. iHeartRadio /iHeart DFW stations, the presenting sponsor, and official charity (if applicable) to be included in all marketing messaging created by Town of Little Elm.
7. 200 comp tickets for promotional, sponsorship, and internal use with opportunity to request more if necessary (mutually agreeable quantity).
8. Third party sponsorship sell through rights for the presenting sponsor category and official non-profit partner and to retain all revenue derived therefrom.
 - a. Presenting sponsor deliverables from Company to include:
 - i. Rights to use all event marks & IP
 - ii. Category exclusivity (insurance or TBD)
 - iii. Title sponsor position in all promotional messaging whether produced by iHeart or Town of Little Elm i.e.: *"iHeartRadio and Germania Insurance present Magic of Lights"* (exact name TBD)
 - iv. One 1) on site light display for presenting sponsor (if hard costs are required, to be passed on to sponsor).
 - v. Brand logo inclusion with title sponsor's placement in on-site signage produced for event
 - vi. Opportunity to sample or provide branded bags for goody bags at event entrance (all sampling and/or distribution of goody bags handled by Town of Little Elm event staff – if hard costs are required, to be passed on to sponsor).
 1. Branded bags and/or branded giveaways are at the cost of sponsor.
 - b. Non-profit sponsor deliverables from Company to include:
 - i. Everything noted in presenting sponsor deliverables other than presenting sponsor designation and mentions
 - ii. \$1 of all Event tickets sold (separate from iHeart rev share). Company to pay to IHM at conclusion of Event.
 - c. All other sponsor categories that iHeartMedia can share are pending Town of Little Elm's approval and will receive:
 - i. Everything noted in presenting sponsor deliverables other than presenting sponsor designation and mentions

- ii. Town of Little Elm to provide a protected categories list to iHeart for solicitation purposes.
- 9. iHeart to receive a TBD upfront cash buy (approx. \$11k).
- 10. Company to pay iHeart a revenue share of:
 - \$2 per car from 6k - 18,000 (iHeart potential \$24,000)
 - \$3 per car from 18,001 +
- @ 22k cars, rev share reverts to:
 - \$2 per car from 3k - 18,000 (iHeart potential \$30,000)
 - \$3 per car from 18,001 + (iHeart potential unlimited)
- 11. Company shall maintain full and complete books and records with respect to the Event's ticket sales/number of cars attending the Event, in accordance with generally accepted accounting principles. iHeartMedia shall have the right, during normal business hours and upon forty-eight (48) hours written notice to Company, to inspect and examine such books and records.
- 12. Company shall update such procedures and protocols as necessary to ensure full compliance with the stricter of applicable laws and restrictions and all recommendations of the CDC related to Covid-19 on the date of the Event.

In connection with the Event, and pursuant to the terms of the Agreement, Company grants iHeartMedia a license to use the following trademarks in the advertising and promotion of the Event: Magic of Lights; City of Little Elm.

All notices to be delivered in connection with this Agreement shall be sent as follows:

Attention: _____

Telecopier No.: _____



Date: 10/19/2021
Agenda Item #: 7. A.
Department: Economic Development Corporation
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Hold a Public Hearing for the **Spiritas Ranch East Public Improvement District in Accordance with Chapter 372 of the Texas Local Government Code.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

DESCRIPTION:

On August 26, 2021, Robert G. Penley and Faith and Robert G. Penley, Sr., submitted and filed with the Town Secretary of Little Elm, a petition for the establishment of the Spiritas Ranch East Public Improvement District for the property within the Town. On September 21, 2021, Resolution No. 0921292101 set the date for the Public Hearing for October 19, 2021.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends opening the Public Hearing for discussion of the creation of the Spiritas Ranch East Public Improvement District, and a continuation until November 2, 2021.



Date: 10/19/2021
Agenda Item #: 7. B.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1638 Regarding a Request to Rezone Approximately 58.504 Acres of Land, Currently Zoned Primarily as Agriculture (AG), Generally Located on the East Side of Hill Lane, Between Oak Grove Parkway and French Settlement Road, within Little Elm's Town Limits, in Order to Establish a New Planned Development District, to Allow the Development of a New Age-Restricted, Single Family Residential Community Known as Ladera Little Elm. The Town's Future Land Use Plan will be Amended Concurrently with this Request, in Order to Reflect the New Extent of Residential Use, Where Commercial/Retail Use was Previously Envisioned.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1638:

DESCRIPTION:

Location

Generally located on the east side of Hill Lane, between Oak Grove Parkway and French Settlement Road.

Background. Subject property is a combination of seven undeveloped, tracts of land totaling 58.5 acres, primarily zoned as Agriculture (AG), inclusive of a vacant Single-Family Residential 3 (SF3) tract with an abandoned residential structure, and two Light Commercial (LC) tracts. One of the Light Commercial (LC) tracts is owned by the Town of Little Elm. The subject property is located on the west side of Town, generally bound by Hill Lane to the west and Oak Grove Parkway to the north, but not directly adjacent to the thoroughfare, with just a small portion connecting to Oak Grove Parkway, as necessary for access.

Recently, the Town has undergone a West Side Study that specifically identified the vision for this area as low density single-family residential uses. This is the first application post the study's

findings, to be evaluated by the Administration for suitability within the West Side Study context.

The applicant, Integrity Group, is in the process of acquiring all the tracts in order to combine them to create a large single-family, age-restricted, residential community. Integrity Group is local development company specializing in a wide range of construction projects, from commercial, land development and residential communities. One of their specialty products is an aged-restricted, low-maintenance, gated, single-family residential community, integrated with quality amenities that focuses on providing an enhanced quality of life for active adults seeking a lock and leave, low-maintenance lifestyle. This is a unique type of product that does not perfectly fit into any of the Town's existing zoning districts. Therefore, the applicant is requesting a Planned Development (PD) district, based on the existing Single-Family 4 (SF4) zoning district with modified development standards, in order to allow for this type of residential development product.

Proposal. The proposed project consists of 270 owner-occupied residential dwelling units, and an array of private amenities such as walking trails, two activity centers, pool, pickle ball courts, amenity pond, parks, and open space areas. The proposed residential density is not to exceed five units per gross acre (du/ac). The development is proposed as one large property to be maintained by the Condominium Owners Association (COA), with the individually owned dwelling units and shared backyard open space areas. The development plans show building envelopes, which are meant to delineate the buildable residential dwelling and possible accessory structure area.

The applicant is proposing Single-Family 4 (SF4) as the base zoning district, with modified development standards as outlined in the following sections. The new Planned Development (PD) district includes a development plans and multiple exhibits that will be incorporated into the PD as part of the overall requirements.

Uses. Proposed permitted uses will include single-family detached, age-restricted to residents 55 years of age and older, per the Federal Housing Law, community amenity structures, and accessory uses such as gazebos, pavilions, sports courts, and accessory buildings.

Area Requirements. The proposed development is a condominium community, with the entire site as one lot with individually-owned dwelling units, not platted individual lots. Therefore, the reference to setbacks shall be used as building separation from other buildings and from the private street.

Proposed Side Yard Setback (Between Buildings) - 6 feet Minimum
Front Yard Setback (Front of Building to Back of Curb) - 20 feet Minimum
Rear Yard Setback (Between Buildings) - 20 feet Minimum
Maximum Height - 35 feet or 2 ½ Stories
Maximum Lot Coverage (percent of lot area, based on total building coverage (excluding accessory uses) for the entire 58.504 acre site) - 65%
Minimum Dwelling Size (air-conditioned space) - 1,320 square feet

Design Standards. The minimum design elements listed in Section 106.06.03 Architectural Standards for Residential Structures will apply unless stated otherwise or shown in the PD exhibits. Given the proximity of the dwelling units, the applicant is also including a fire rating exhibit as confirmation of compliance with the 2018 International Residential Code. Some of the major design standards are proposed as follow:

- **Minimum masonry requirement.** Residential buildings and the activity center shall be 100% masonry, brick or stone, on the first floor. An exception to that requirement is if the Activity or Shack use The Craftsman/Farmhouse style in which they may have up to

100% cementitious fiberboard lap-siding, as shown in the PD exhibits. Cementitious fiberboard may constitute up to 100% of the exterior facades of stories other than the first floor.

- **Doors.** Garage door and front entry doors visible from the right-of-way shall consist of a simulated wood grained texture, with accompanying hardware.
- **Elevation repetition.** Each unique house elevation shall not be repeated on the lot most directly across the street, nor shall it be repeated on two lots in either direction on the same side of the street. A wide variety of elevations is desired as it augments the character of the subdivision and reduces monotony of design.
- **Gifts to the Street.** All homes shall include at least four (4) of the architectural design features listed in Section 106.06.03(c).

Landscaping and Screening. Screening and landscaping shall be generally installed in accordance with the Landscape Plan, as shown in the PD exhibits, and as follow:

- There shall be an ornamental metal fence of at least six feet in height or pre-cast wall of at least eight feet in height around the perimeter of the property. *Along Hill Lane, there shall be a masonry wall with ornamental metal sections of at least six feet in height.*
- Each front yard shall have one canopy tree with a minimum caliper size of four inches, as measured 12 inches above grade, at the time of planting, from the approved plant list for the Town of Little Elm.
- Residential fencing shall consist of ornamental metal or vinyl and have a minimum height of four feet and a maximum height of six feet, as shown in the PD exhibits.
- Residential fencing shall be permitted within the 20' perimeter landscape buffer.
- Tree mitigation standards shall be determined at time of Developer's Agreement acceptance. Required tree mitigation shall be fulfilled through town-required trees and enhanced tree plantings on the property.
- Plant species shall be determined at time of site plan application. Landscape plan shall adhere to the Town's accepted plant list. Any plants proposed that are not listed by Town of Little Elm shall be approved by Town staff prior to use.
- Perimeter Landscape refers to the outer perimeter of the property in its entirety as defined in this PD.

Parking. Off-street parking shall be allowed in areas shown on the approved Development Plan, as shown in the PD exhibits. Each dwelling shall have two parking spaces within the garage, as well as two parking spaces in the driveway.

Streets and Access. The proposed streets shall be privately maintained by the Homeowner's Association of Ladera Little Elm. All private streets shall conform to the street section on the Development Plan, as shown in the PD exhibits. The development plans show sidewalks throughout the development only one side of the street and allowance for on-street parking on one side of the street.

Open Space. The minimum required designated open space area shall be twenty percent (20%) of the gross land area. The perimeter landscape buffer shall be counted toward open space. An underground irrigation system shall be provided to maintain all landscape and open space areas.

Comprehensive Plan. The future land use of this area is identified as residential and the recent West Side Study identified this area as low density residential. The proposed residential development aligns with the Town's vision for this area.

Recommendation to the Commission.

Staff recommended that the Commission evaluate the suitability of this request based on the Town's vision for this area, as outlined by the Town's Comprehensive Plan, through the Future Land Use Plan, and the recently completed West Side Study.

Commission Findings.

At their regular meeting on September 2, 2021, the Planning and Zoning Commission had a discussion regarding about potential future residents, overall concept of the proposal, proposed density, lot size, dwelling unit size, as well as fence height, materials, and sound absorption. The Commission evaluated the proposed request based on the presented information, the Town's Comprehensive Plan, Future Land Use Plan, and the West Side Study, and made a recommendation to approve the request as presented, with five in favor and one against.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

The Planning and Zoning Commission recommends approval of the request as presented.

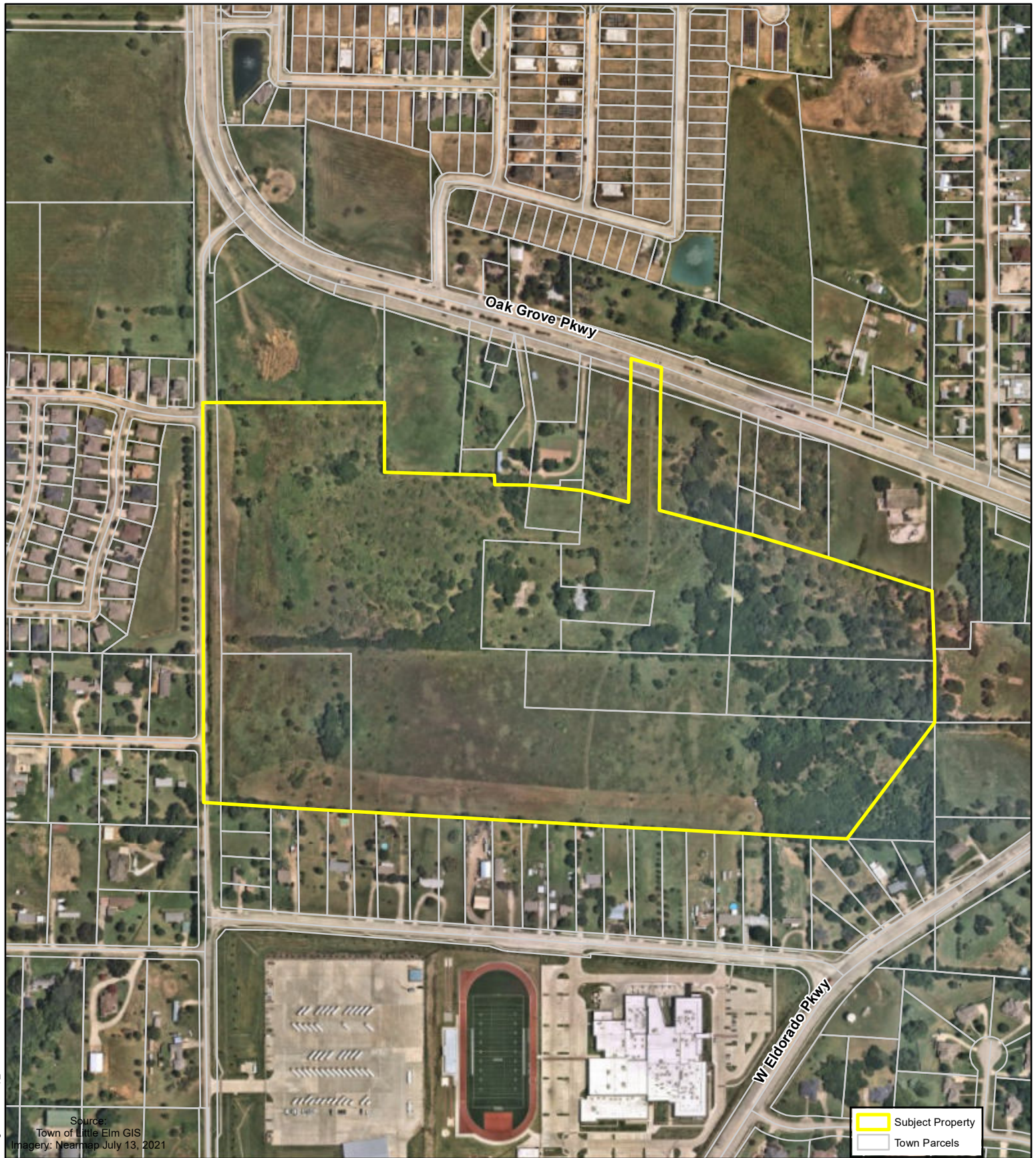
Attachments

Location Map

Ordinance No. 1638 - Ladera PD

West Side Study

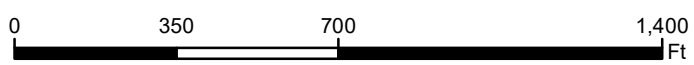
Proposed Future Land Use Map Amendment



Source:
Town of Little Elm GIS
Imagery: Nearmap July 13, 2021



Ladera Zoning Ordinance Request



Town of Little Elm
Denton County, Tx
Date: 8/17/2021



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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.

**TOWN OF LITTLE ELM
ORDINANCE NO. 1638**

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING FROM AGRICULTURE DISTRICT (AG) TO A PLANNED DEVELOPMENT – SINGLE FAMILY 4 (PD-SF4) DISTRICT IN ORDER TO ALLOW AN AGE-RESTRICTED SINGLE FAMILY DEVELOPMENT WITH MODIFIED DEVELOPMENT STANDARDS ON 58.504 ACRES OF LAND GENERALLY LOCATED ON THE EAST SIDE OF HILL LANE, BETWEEN OAK GROVE PARKWAY AND FRENCH SETTLEMENT ROAD, AND AMENDING THE FUTURE LAND USE MAP TO REFLECT THE RESIDENTIAL USE; 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 a Planned Development-Single Family 4 (PD-SF4) with modified development standards on approximately 58.504 acres of land currently zoned Agriculture (AG), more specifically described in the exhibits, attached hereto; and

WHEREAS, a Town initiated request the Future Land Use Map to reflect the residential use on the same 58.504 acres of land currently identified as residential and partially commercial uses, more specifically described in the exhibits, attached hereto; and

WHEREAS, this zoning change is accordance with the most current adopted Comprehensive Plan of the Town of Little Elm; and

WHEREAS, the Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the

Town of Little Elm, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested zoning change described herein; and

WHEREAS, at its regular meeting held on September 2, 2021 the Planning & Zoning Commission considered and made recommendations on a request for a Planned Development-Single Family 4 (PD-SF4) (Case No. PD-21-02118); and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the request is in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

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

SECTION 1. INCORPORATION OF PREMISES. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by issuing a Planned Development-Single Family 4 (PD-SF4) with modified development standards in order to allow an age-restricted single family residential development, and to amend the Future Land Use Plan to reflect the residential use, all and the same generally located on the east side of Hill Lane, between Oak Grove Parkway and French Settlement Road, within Little Elm Town limits, approximately 58.504 acres of land more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The permitted uses and standards shall be in accordance with the Single Family 4 (SF4) District, unless otherwise specified herein:

- a) The Zoning and Land Use Regulations, and all conditions set forth in **Exhibit B** attached hereto and made a part hereof for all purposes shall be adhered to in their entirety for the purposes of this Planned Development-Single Family 4 (PD-SF4). In the event of conflict between the provisions of **Exhibit B** and provisions of any other exhibit, the provisions of **Exhibit B** control.

SECTION 4. PLANNED DEVELOPMENT MASTER PLAN The Concept Plan Exhibit and related plans, images, and documents approved and described as **Exhibit C** attached hereto and made a part hereof are approved. The subject property shall be improved in accordance with the plans set forth in **Exhibit C**.

- a) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two year expiration shall be granted if a development application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.
- b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council.
- c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

SECTION 5. SAVINGS. This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are indirect conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 6. ZONING MAP. The official zoning map and Future Land Use Map of the Town shall be amended to reflect the changes in zoning made by this ordinance.

SECTION 7. 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 8. 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 9. 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 10. 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 19th day of October, 2021.

Town of Little Elm, Texas

Curtis Cornelious, Mayor

ATTEST:

Kate Graham, Acting Town Secretary

Exhibit "A"

METES AND BOUNDS

58.504 Ac.

BEING all that certain lot, tract, or parcel of land, situated in the D. M. Cule Survey, Abstract Number 226, Denton County, Texas, and being part of a certain tract of land, described by deed to BKDK, LP., recorded in Document Number 2010-88393, Deed Records, Denton County, Texas, being all of a certain tract of land, described by deed to Mark Joseph Claeys, recorded in Document Number 2005-147634, Deed Records, Denton County, Texas, and being part of a certain tract of land, described by deed to the Town of Little Elm, recorded in Document Number 2004-145048, Deed Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the Southwest corner of said BKDK tract, same being the northwest corner of Lot 1, Windmill Hill Acres, an addition to the Town of Little Elm, according to the plat thereof, recorded in Document Number 1983-19524, Plat Records, Denton County, Texas, and being in the east right-of-way line of Hill Lane (called 60-foot right-of-way);

THENCE N 00°16'53" W, with the west line of said BKDK tract, and the east line of Hill Lane, a distance of 1309.66 feet to the northwest corner of said BKDK tract, same being the southwest corner of a certain tract of land, described by deed to Slater Yale, LLC, recorded in Document Number 2009-58734, Deed Records, Denton County, Texas, and being in the east line of Hill Lane;

THENCE S 88°18'23" E, with the north line of said BKDK tract, and the south line of said Slater tract, a distance of 588.02 feet to the southeast corner thereof, being in the north line of said BKDK tract, and being in the west line of a certain tract of land, described by deed to J-Med, LTD., recorded in Document Number 2008-38748, Deed Records, Denton County, Texas;

THENCE S 00°40'01" E, with the north line of said BKDK tract, and the west line of said J-Med tract, a distance of 218.88 feet, to the southwest corner thereof, and being in the north line of said BKDK tract;

THENCE S 87°59'59" E, with the north line of said BKDK tract, and the south line of said J-Med tract, passing the southeast corner thereof, same being the southwest corner of a certain tract of land, described by deed to Luna Sergio, recorded in Document Number 2012-75629, Deed Records, Denton County, Texas, continuing a total distance of 351.96 feet, to a point in the north line of said BKDK tract, and being in the south line of said Luna tract;

THENCE S 04°31'40" W, with the south line of said Luna tract, and the north line of said BKDK tract, a distance of 13.74 feet;

THENCE S 88°01'13" E, with the north line of said BKDK tract, and the south line of said Luna tract, a distance of 115.76 feet;

THENCE S 82°14'14" E, with the north line of said Claeys (2005-147634) tract, and the south line of said Luna tract, passing the southeast corner thereof, same being the northwest corner of said Claeys (2005-

147634) tract, and being the southwest corner of a certain tract of land, described by deed to Mark Joseph Claeys, recorded in Document Number 1997-18343, Deed Records, Denton County, Texas, and being in the north line of said BKDK tract, continuing with the north line of said Claeys (2005-147634) tract, and the south line of said Claeys (1997-18343) tract a distance of 172.03 feet;

THENCE S 72°46'07" E, with the north line of said Claeys (2005-147634) tract, and the south line of said Claeys (1997-18343) tract, passing the north east corner of said Claeys (2005-147634) tract, and the southeast corner of said Claeys (1997-18343) tract, and being in the north line of said BKDK tract, continuing over and through said BKDK tract a distance of 158.98 feet;

THENCE N 00°32'05" E, a distance of 393.12 feet, to the north line of said BKDK tract, and being in the south line of a certain tract of land, described by deed to Texas Department of Transportation, recorded in Document Number 2013-88381, Deed Records, Denton County, Texas, and being in the south right-of-way line of Highway 720;

THENCE S 71°48'52" E, with the north line of said BKDK tract, and the south line of said TXDOT tract, a distance of 104.94 feet;

THENCE S 00°32'05" W, over and through said BKDK tract, a distance of 391.29 feet;

THENCE S 72°46'07" E, passing the north line of said BKDK tract, and the west line of said Town of Little Elm tract, and continuing a total distance of 305.44 feet;

THENCE S 79°10'56" E, passing the inner ell corner of said Town of Little Elm tract, same being the southwest corner of a certain tract of land, described by deed to Greenway-Little Elm, LP., recorded in Document Number 2004-145047, Deed Records, Denton County, Texas, continuing with the south line of said Greenway tract, and the north line of said Little Elm tract, a total distance of 260.24 feet to the southeast corner of said Greenway tract, same being the southwest corner of a certain tract of land, described by deed to Southwestern Bell Telephone Company, recorded in Volume 668, Page 322, Deed Records, Denton County, Texas, and being in the north line of said Town of Little Elm tract;

THENCE S 69°42'03" E, with the north line of said Town of Little Elm tract, and the south line of said Southwestern Bell tract, a distance of 361.18 feet to the southeast corner thereof, same being the northeast corner of said Town of Little Elm tract, and being in the west line of a certain tract of land, described by deed to An Dinh Ho, recorded in Document Number 2007-103429, Deed Records, Denton County, Texas;

THENCE S 00°04'57" E, with the east line of said Town of Little Elm tract, and the west line of said Ho tract, passing the southwest corner thereof, same being the northwest corner of a certain tract of land, described by deed to FM 720 & Garza Partners, LP., recorded in Document Number 2007-137791, Deed Records, Denton County, Texas, continuing with the west line thereof, and the east line of said Town of Little Elm tract, passing the southeast corner thereof, same being the northeast corner of said BKDK tract, continuing with the east line thereof, and the west line of said FM 720 tract, passing the southwest corner thereof, same being the northwest corner of a certain tract of land, described by deed

to Kirk David ET AL, recorded in Document Number 2016-59807, Deed Records, Denton County, Texas, continuing with the west line thereof, and the east line of said BKDK tract, a total distance of 417.90 feet;

THENCE S 35°46'18" W, over and across said BKDK tract, a distance of 465.06 feet, to a point in the south line of said BKDK tract, and being in the north line of Lot 26, of said Windmill Hill Acres;

THENCE N 86°45'51" W, with the south line of said BKDK tract, and the north line of said Windmill Hill Estates, a distance of 2003.99 feet, to the **POINT OF BEGINNING**, and containing approximately 58.504 acres of land.

EXHIBIT "B"

Z20-0027

LADERA LITTLE ELM DEVELOPMENT REGULATIONS

Planned Development – 58.504 Acres

I. PURPOSE

Ladera Little Elm is a proposed aged-restricted, low-maintenance gated, single family home, residential community integrated with quality amenities such as walking trails, activity center "The HUB", with pool, pickle ball courts, putting green and additional activity building called "The Shack", amenity pond, parks, and open space areas that provide for an enhanced quality of life for active adults seeking a lock and leave, low-maintenance lifestyle within the Town of Little Elm.

II. DEVELOPMENT PLAN

The property shall be developed in accordance with Single Family 4 District in the Town of Little Elm Code of Ordinances unless stated otherwise herein or shown otherwise on the Development Plan (Exhibit "D"), Phasing plan (Exhibit "E"), Elevations and Floorplans (Exhibit "F"), and Landscape Plans (Exhibit "G").

A. Applicability - The following standards shall apply to this PD:

- 1) If there is a conflict between the standards in this PD and the Town of Little Elm Code of Ordinances, the standards in this PD shall govern.
- 2) If there is a regulation in the Town of Little Elm Code of Ordinances that this PD is not following and said regulation is not specifically addressed in this PD, then the deviation from Town Code shall require approval by the Planning Director of the Town of Little Elm.

III. USES

A. Permitted Uses - The following uses shall be permitted by right:

- 1) Single Family Detached Dwelling-Shall be age restricted to residents 55 years of age and older, per the Federal Housing Law.
- 2) Activity Center (HUB)
- 3) Community Pool
- 4) The Shack (reduced size additional amenity building)

B. Accessory Uses - The following uses shall be permitted as accessory uses:

- 1) Gazebos
- 2) Pavilions
- 3) Tennis and Sport Courts
- 4) Accessory Buildings
- 5) Pond
- 6) Putting Green

EXHIBIT "B"

IV. CONDOMINIUM ASSOCIATION

A Condominium Owners Association (COA) shall be required and shall be responsible for the maintenance of the common areas, entry features, accessory structures, and perimeter fencing and landscaping.

V. LANDSCAPE SETBACK REQUIREMENTS

There shall be a landscape setback with a minimum width of twenty (20) feet from the perimeter property line to a residential structure. Trails shall be permitted within the landscape setback easement.

VI. AREA REQUIREMENTS

Ladera Little Elm is a condominium community and individual dwelling units will not be platted into individual residential lots. The site will remain as one lot with a maximum of two hundred and seventy (270) dwellings units. Therefore, the reference to setbacks shall be used as building separation from other buildings and from the private street.

Side Yard Setback (Between Buildings)	Front Yard Setback (Front of Building to Back of Curb)	Rear Yard Setback (Between Buildings)
6' Minimum	20' Minimum	20' Minimum

VII. DEVELOPMENT AND PERFORMANCE STANDARDS

Minimum Lot Size	Minimum Lot Width	Minimum Lot Depth	Maximum Height	Maximum Lot Coverage (percent of lot area)	Minimum Dwelling Size (square feet)
N/A	N/A	N/A	35' or 2 ½ Stories	65%*	1,320**

* Lot Coverage based on total building coverage (excluding accessory uses) for the entire 58.5-acre site.

** Air-conditioned space.

VIII. RESIDENTIAL DENSITY

The residential density for Ladera Little Elm shall not exceed five (5) units per gross acre (du/ac). Residential density shall be calculated using the gross land area of fifty-eight point seven (58.5) acres.

IX. ARCHITECTURAL STANDARDS

A. The minimum design elements listed in Section 106.06.03 Architectural Standards for Residential Structures will apply unless stated otherwise herein:

EXHIBIT "B"

- B. The dwelling units and activity center shall be generally constructed in accordance with the building elevations shown in Exhibit "F".
- C. Minimum masonry requirement. Residential buildings and the activity center shall be one hundred (100) percent masonry, brick or stone, on the first floor. An exception to that requirement is if the Activity or Shack use The Craftsman/Farmhouse style in which they may have up to one hundred (100) percent cementitious fiberboard lap-siding.
- D. Doors. Garage door and front entry doors visible from the right-of-way shall consist of a simulated wood grained texture, with accompanying hardware.
- E. Roof Pitch. Minimum roof pitch of residential structures shall be 5:12 for rear elevations and 8:12 minimum for front elevations, with exceptions to formers and shed roofs.
- F. Mailboxes. Mailboxes shall be cluster boxes of 14 or greater boxes. Sufficient structural support to keep the mailbox upright is required. Mailboxes may be made out of metal.
- G. Cementitious fiberboard may constitute up to one hundred (100) percent of the exterior facades of stories other than the first floor.
- H. Elevation repetition. Each unique house elevation shall not be repeated on the lot most directly across the street, nor shall it be repeated on two lots in either direction on the same side of the street. A wide variety of elevations is desired as it augments the character of the subdivision and reduces monotony of design.
- I. All homes shall include at least four (4) of the architectural design features listed in Section 106.06.03(c).
- J. Attached Pergolas and Patio Covers shall be permitted and shall extend no more than five (5) feet into the rear yard.

X. TRAILS, SCREENING, LANDSCAPING, AND MITIGATION

Screening and landscaping shall be generally installed in accordance with the Landscape Plan, Exhibit "G" in addition to the following:

- A. There shall be an ornamental metal of at least six (6) feet in height fence or pre-cast wall of at least eight (8) feet in height located around the perimeter of the property.
- B. Each front yard shall have one (1) canopy tree with a minimum caliper size of four (4) inches, as measured twelve (12) inches above grade, from the approved plant list for the Town of Little Elm.
- C. Residential fencing shall consist of ornamental metal or vinyl and have a minimum height of four (4) feet and a maximum height of six (6) feet.
- D. Residential fencing shall be permitted within the 20' perimeter landscape buffer.

EXHIBIT "B"

- E. Tree mitigation standards shall be determined at time of Developer's Agreement acceptance.
- F. Required tree mitigation shall be fulfilled through town-required trees and enhanced tree plantings on the property.
- G. Plant species shall be determined at time of site plan application. Landscape plan shall adhere to the Town's accepted plant list. Any plants proposed that are not listed by Town of Little Elm shall be approved by Town staff prior to use.
- H. Perimeter Landscape refers to the outer perimeter of the property in its entirety as defined in this PD.
- I. There shall be a masonry wall with ornamental metal sections of at least six (6) feet in height along Hill Lane.

XI. PARKING

Off street parking shall be allowed in areas shown on the approved Development Plan, Exhibit "D".

- A. Each dwelling shall have a two (2) parking spaces within the garage, as well as having two (2) parking spaces in the driveway.

XII. STREETS AND ACCESS

- A. The proposed streets shall be privately maintained by the Homeowner's Association of Ladera Little Elm.
- B. The private streets shall conform to the street section on the Development Plan, "Exhibit D".

XIII. OPEN SPACE

The minimum required designated open space area shall be twenty percent (20%) of the gross land area.

- A. The perimeter landscape buffer shall be counted toward open space.
- B. An underground irrigation system shall be provided to maintain all landscape and open space areas.

XIV. PHASING

Ladera Little Elm is subject to the Phasing Plan as shown in Exhibit "E".

XV. EXHIBITS

All attached Exhibits to be adopted by this ordinance.

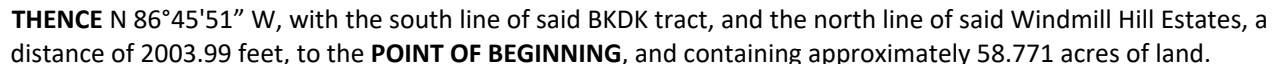
EXHIBIT "C"

PLANS, IMAGES, DOCUMENTS

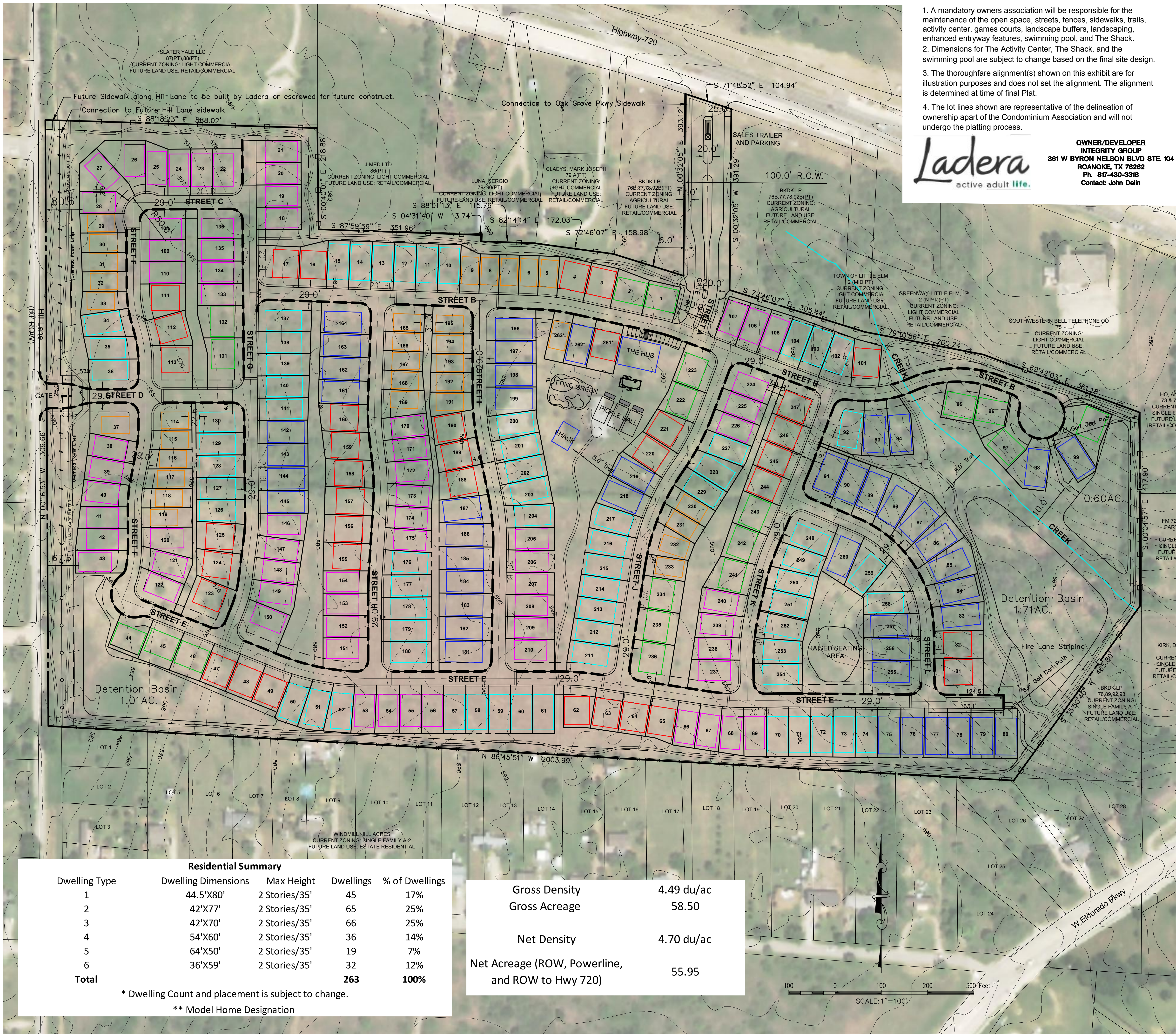


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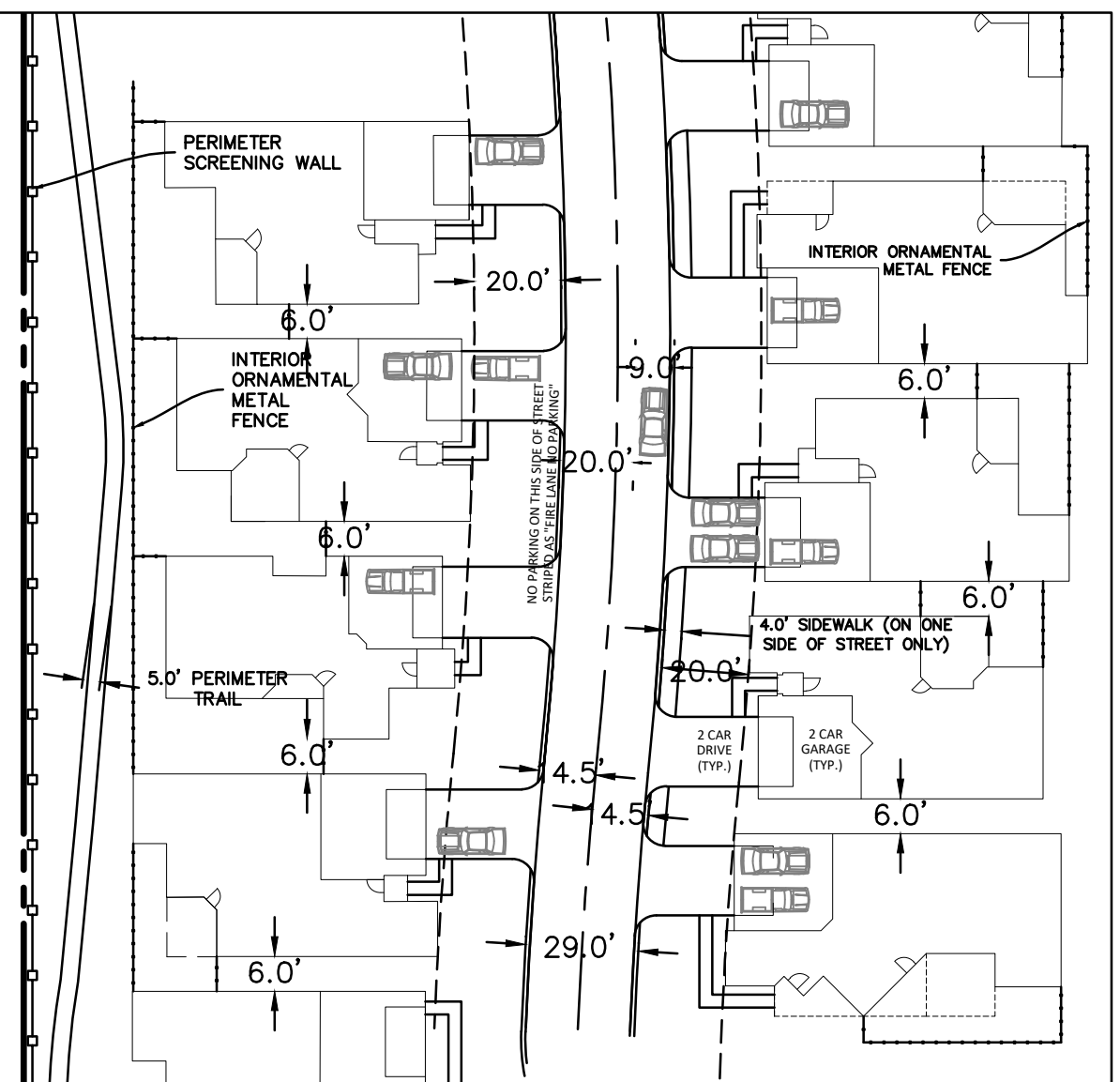
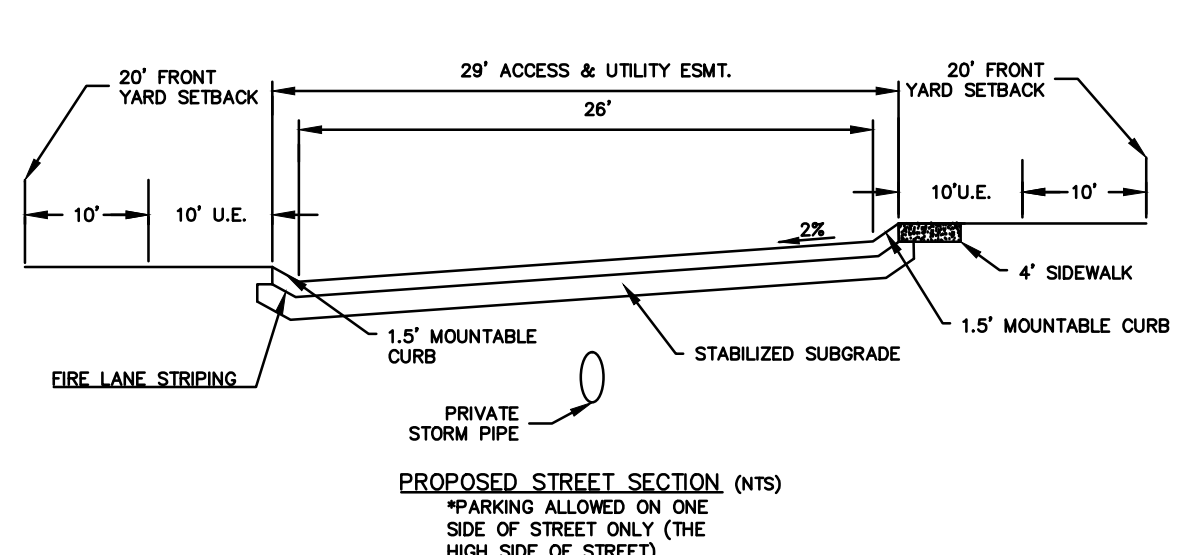
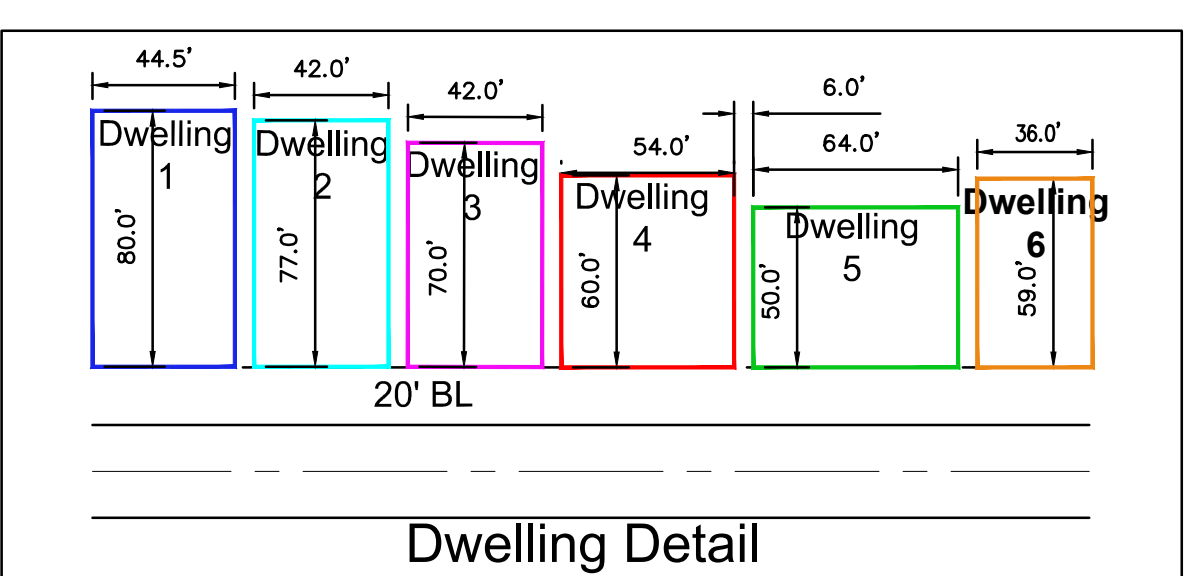
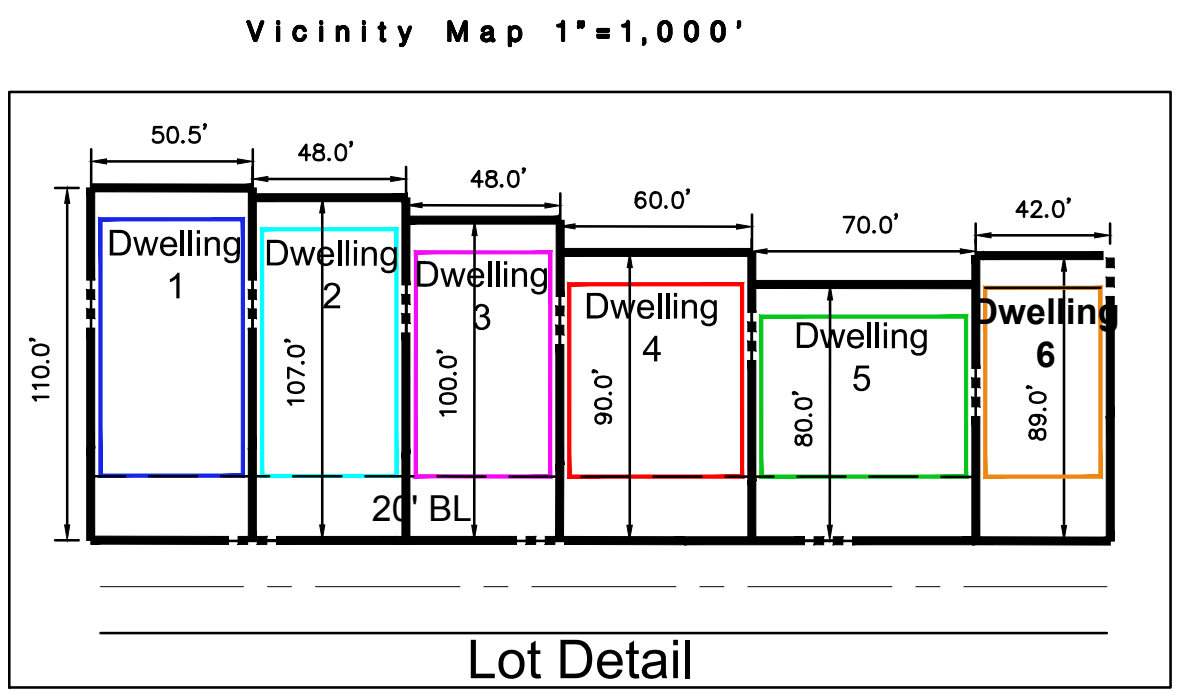
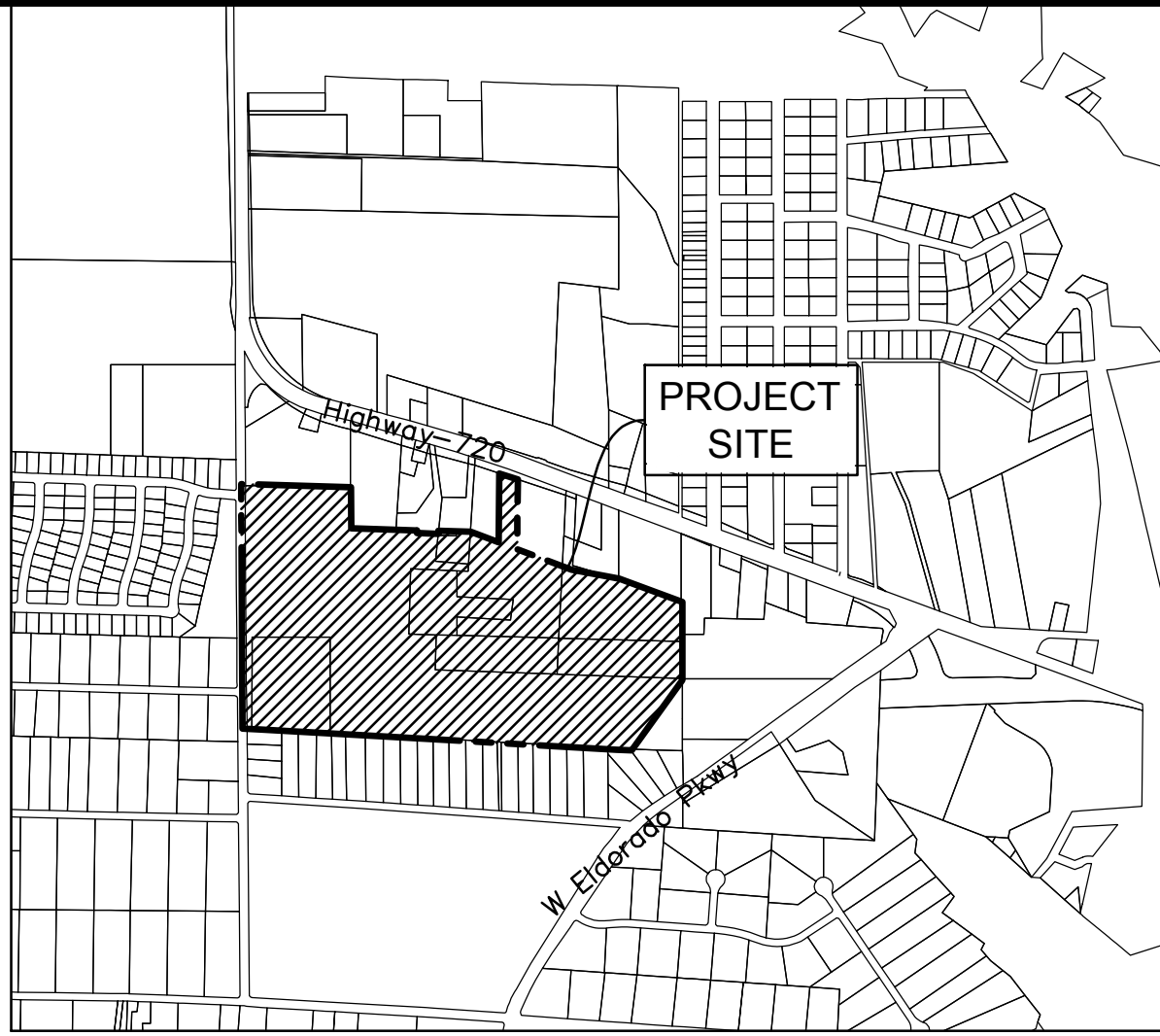
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Notes

1. A mandatory owners association will be responsible for the maintenance of the open space, streets, fences, sidewalks, trails, activity center, games courts, landscape buffers, landscaping, enhanced entryway features, swimming pool, and The Shack.
2. Dimensions for The Activity Center, The Shack, and the swimming pool are subject to change based on the final site design.
3. 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.
4. The lot lines shown are representative of the delineation of ownership apart of the Condominium Association and will not undergo the platting process.

OWNER/DEVELOPER
INTEGRITY GROUP
361 W BYRON NELSON BLVD STE. 104
ROANOKE, TX 76262
Ph. 817-430-3318
Contact: John Delin



Dwelling Envelope and Driveway Detail

The lot lines shown are representative of the delineation of ownership apart of the Condominium Association and will not undergo the platting process.

Residential Summary				
Dwelling Type	Dwelling Dimensions	Max Height	Dwellings	% of Dwellings
1	44.5'X80'	2 Stories/35'	45	17%
2	42'X77'	2 Stories/35'	65	25%
3	42'X70'	2 Stories/35'	66	25%
4	54'X60'	2 Stories/35'	36	14%
5	64'X50'	2 Stories/35'	19	7%
6	36'X59'	2 Stories/35'	32	12%
Total			263	100%

* Dwelling Count and placement is subject to change.
** Model Home Designation

Gross Density	4.49 du/ac
Gross Acreage	58.50
Net Density	4.70 du/ac
Net Acreage (ROW, Powerline, and ROW to Hwy 720)	55.95

THE JOHN R. MCADAMS COMPANY, INC.
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
201 Country View Drive
Rockwall, Texas 75087
940.246.1012
TBP#: 19762 TBPIS: 10194440
www.mcadamsco.com

LADERA LITTLE ELM
Lot 76.89, 92, 93, 76 (B), 91, 92 (A), 93(A)
58.50 Acres
in the
D.M. CULE SURVEY, ABSTRACT NO. A0226
DENTON COUNTY, TEXAS

EXHIBIT "D"
DEVELOPMENT PLAN

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. THE JOHN R. MCADAMS COMPANY, INC. TBP#: 19762 JUSTIN L. LANDSDOWNE, P.E. #121990 DATE 8/27/2021

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Date: 4/13/2021
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Revisions: 6/25/2021

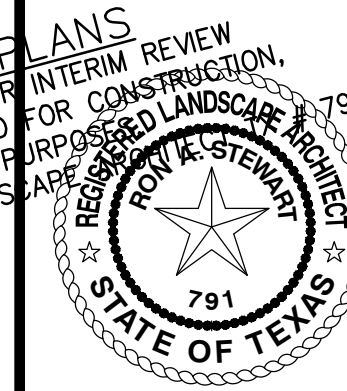
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EXHIBIT G CONCEPT
LANDSCAPE PLAN



Drawn By: VC
Date: 04/26/2021
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Revisions:
06/25/2021
07/30/2021
08/15/2021
08/27/2021

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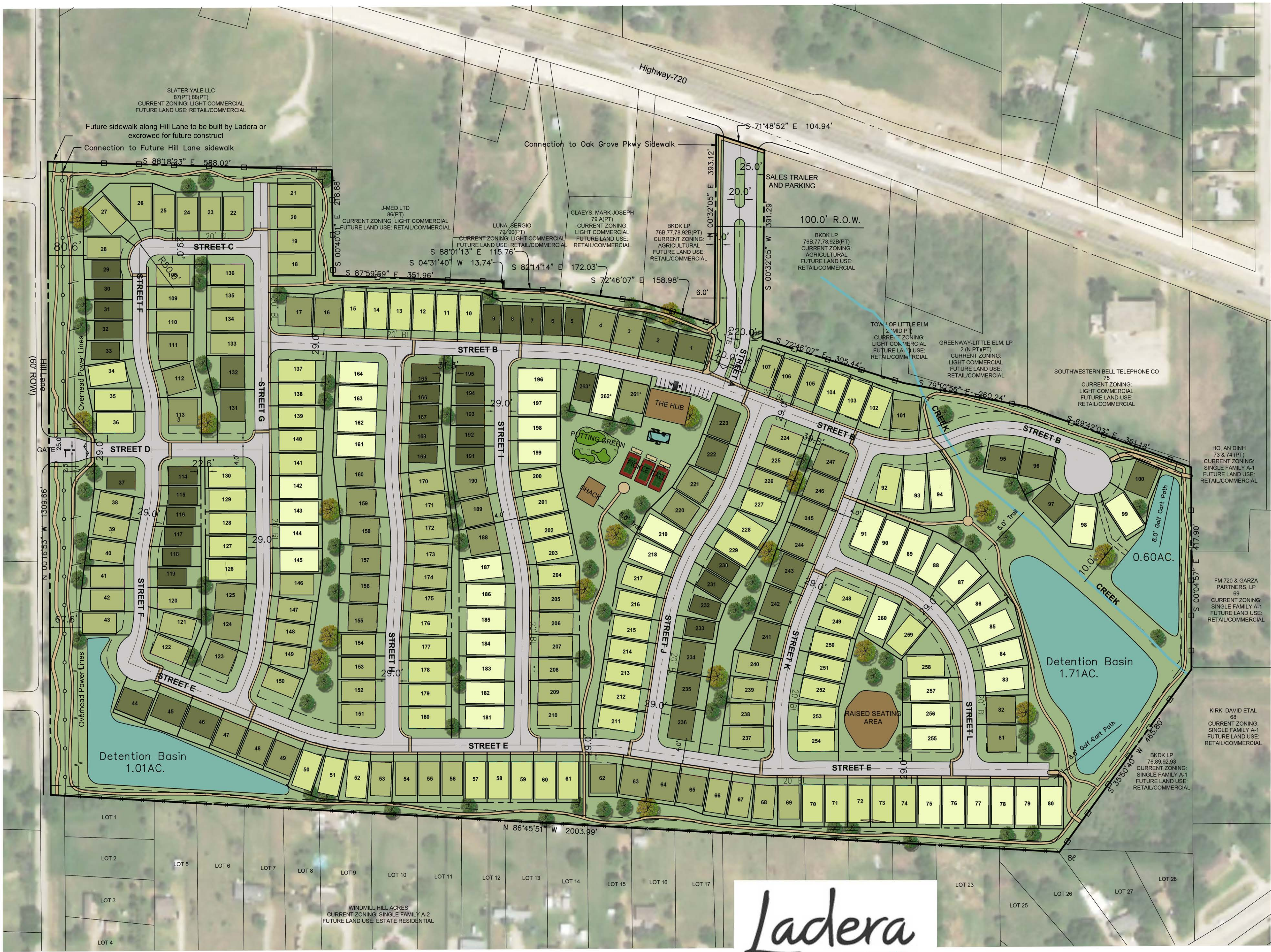
EX G

McADAMS
The John R. McAdams Company, Inc.
(DBA: G&A McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.336.9712
201 Country View Drive
Round Rock, Texas 78662
TBP#: 87962 TBP#: 10194440
www.mcadams.com

LADERA LITTLE ELM
Lot 76.89, 92, 93, 76 (B), 91, 92 (A), 93 (A)
58.50 Acres in the
D.M. CULE SURVEY, ABSTRACT NO. A0226
DENTON COUNTY, TEXAS

LADERA LITTLE ELM

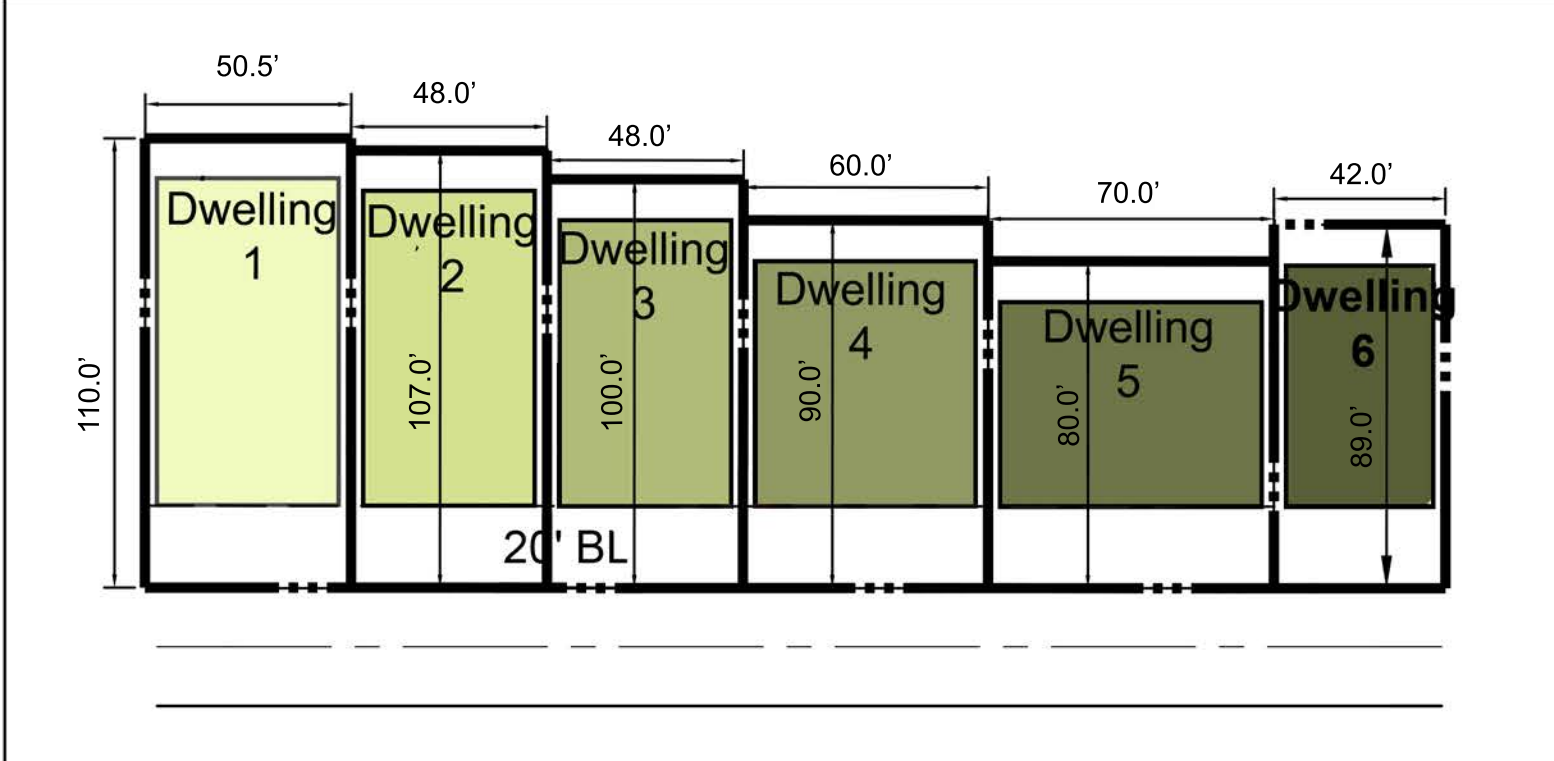
Ladera
active adult living.
OWNER/DEVELOPER
INTEGRITY GROUP
361 W BYRON NELSON BLVD STE. 104
ROANOKE, TX 76262
Ph. 817-430-3318
Contact: John Delin



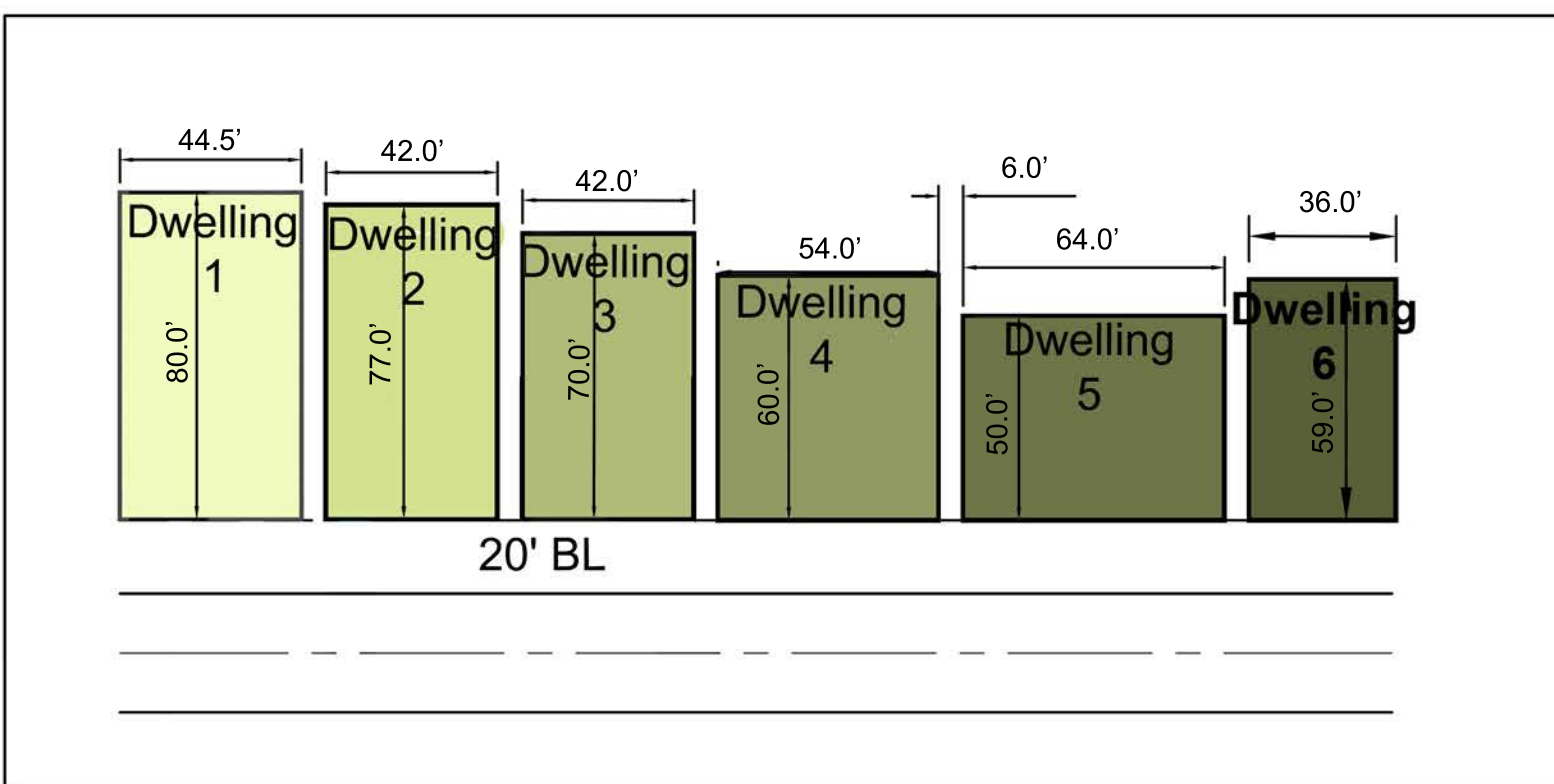
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Total			263	100%

* Dwelling Count and placement is subject to change.
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Gross Density	4.49 du/ac
Gross Acreage	58.50
Net Density	4.70 du/ac
Net Acreage (ROW, Powerline, and ROW to Hwy 720)	55.95



Lot Detail



Dwelling Detail

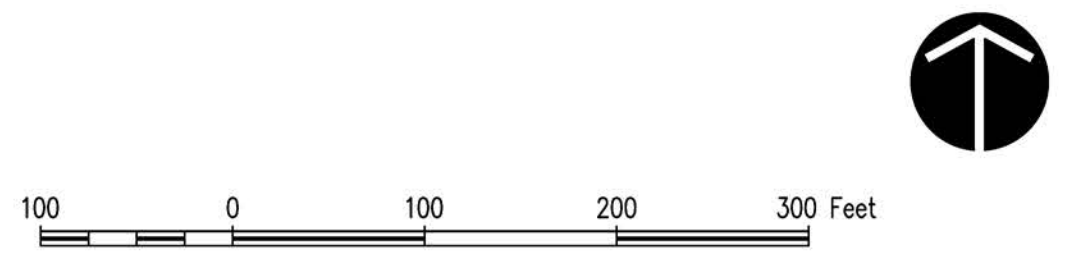


Development Plan
Ladera Little Elm
58.50 Acres

Town of Little Elm
Denton County, Texas

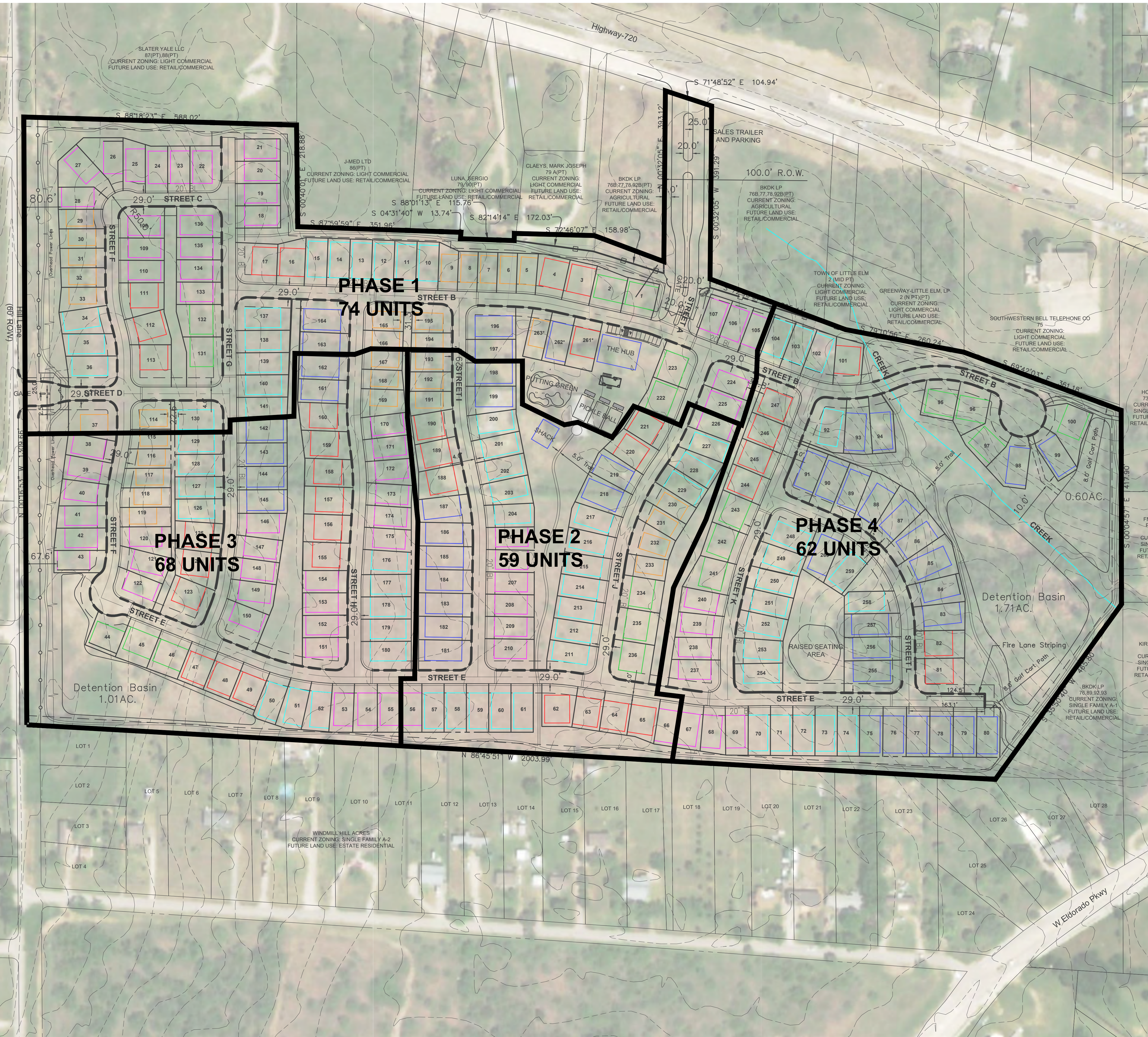


The John R. McAdams
Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
201 Country View Drive
Roanoke, Texas 76262
940.240.1012
TBPE: 19762 TBPLS: 10194440
www.gacon.com
www.mcadamsco.com



Job No. 2020310474 Date: April 14, 2021 By: PF
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developmental use and shall not be interpreted
as an official or submitted document. All aerial
and map images were attained from best
available information. This plan is subject to
change.

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Vicinity Map 1"=1,000'



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SCALE: 1"=100'

Reviewed & Approved
A. SISSNEY - AFM
07/21/2021 4:16:44 PM



OWNER/DEVELOPER
INTEGRITY GROUP
381 W BYRON NELSON BLVD STE. 104
ROANOKE, TX 76262
Ph: 617-430-9316
Contact: John Dellin

The John R. McAdams
Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.435.9712
201 Country View Drive
Roanoke, Texas 76262
940.240.1012
TBPE: 19762 TBPLS: 1019440
www.mcadamsco.com



LADERA LITTLE ELM
Lot 76.89, 92, 93, 76 (B), 91, 92 (A),
93(A)
58.50 Acres
in the
D.M. CULE SURVEY, ABSTRACT NO. A0226
DENTON COUNTY, TEXAS

EXHIBIT "E"
PHASING EXHIBIT

PRELIMINARY PLANS
THIS DOCUMENT IS FOR
INTERIM REVIEW AND IS
NOT INTENDED FOR
CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES.
THE JOHN R. MCADAMS
COMPANY, INC.
TBPE: 19762
JUSTIN L. LANSOWNE,
P.E. #121990
DATE 6/28/2021

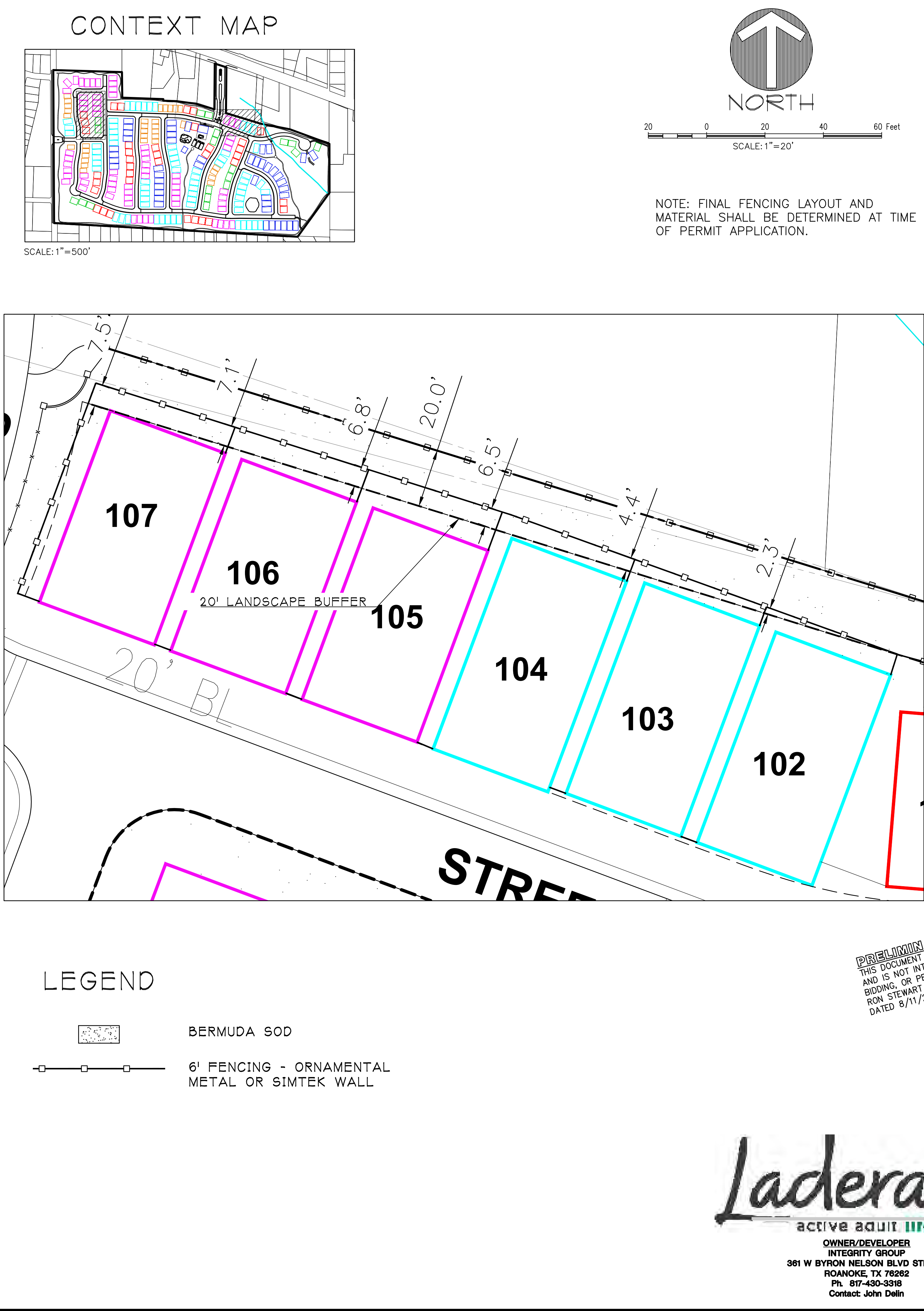
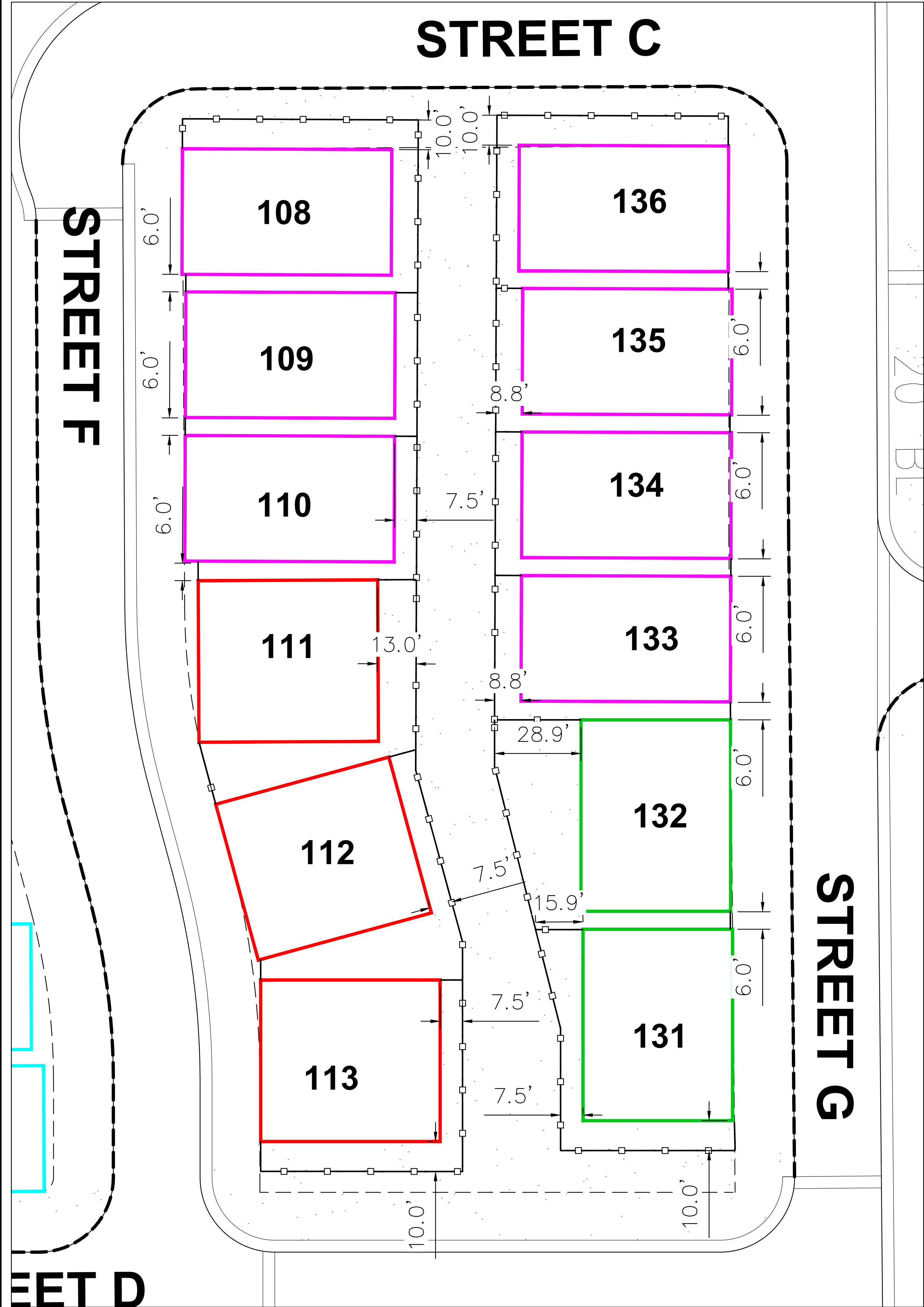
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Revisions:
6/25/2021

2020310474



LADERA LITTLE ELM

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The John B. McAdams Company, Inc.
(DBA, G&A McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
201 Country View Drive
Round Rock, Texas 78682
TSP# 19762 TSP# S - 1019440
www.mcadamsco.com

McADAMS

LADERA LITTLE ELM
Lot 76.89, 92, 93, 76 (B), 91, 92 (A), 93(A)
58.50 Acres in the
DM CULE SURVEY, ABSTRACT NO. A0226
DENTON COUNTY, TEXAS

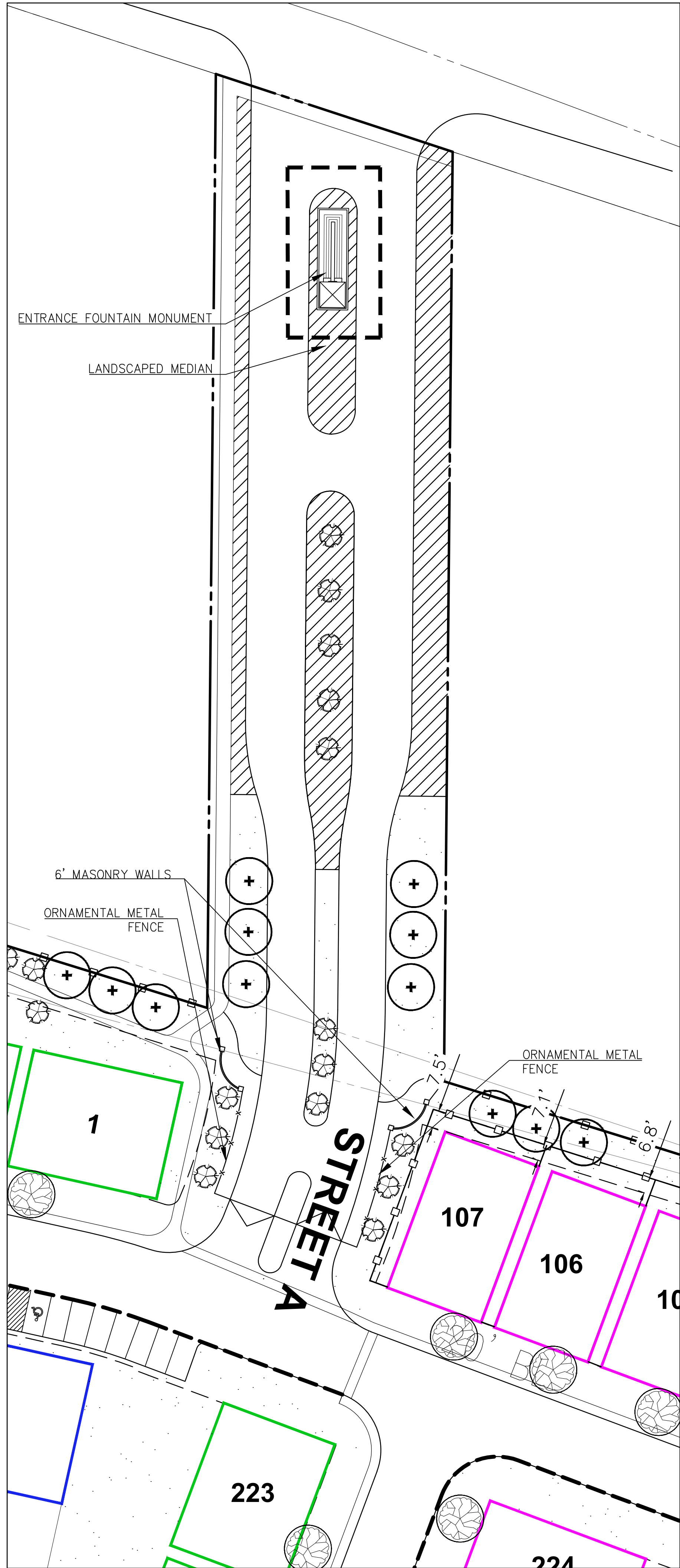
**EXHIBIT H CONCEPT
RESIDENTIAL FENCING PLAN**

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Revisions:
06/25/2021
08/11/2021

2020310474

EX G

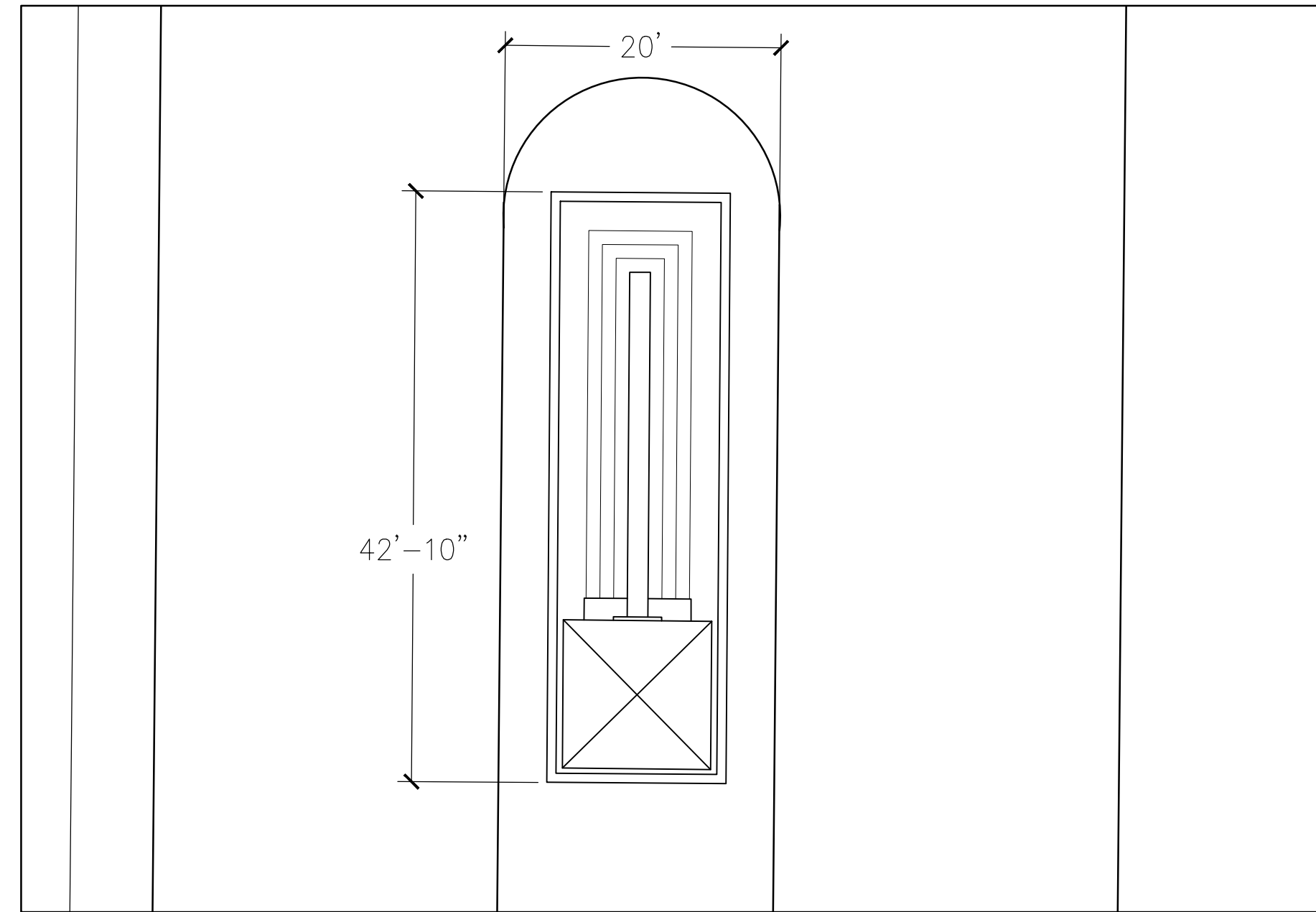
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SCALE: 1"=30'

LEGEND

- (LT) 3" CAL. LANDSCAPE TREE
- (OT) ORNAMENTAL TREE
- ENHANCED LANDSCAPE
- BERMUDA SOD
- 8' SIMTEK WALL
- 6' ORNAMENTAL METAL FENCE



1. PLAN VIEW FOUNTAIN DETAIL
1"=10'



2. ENTRANCE FOUNTAIN CONCEPT ELEVATION
NTS



30 0 30 60 90 Feet
SCALE: 1"=30'

NOTES:

- FINAL FENCING LAYOUT AND MATERIAL SHALL BE DETERMINED AT TIME OF PERMIT APPLICATION.
- ENTRANCE MONUMENT FOUNTAIN ILLUSTRATION IS FOR CONCEPTUAL PURPOSES ONLY. FINAL DESIGN TO BE DETERMINED AT TIME OF CONSTRUCTION DRAWINGS.

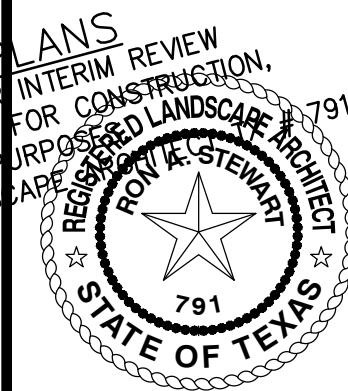
The John B. McAdams Company, Inc.
(DBA: G&A McAdams)
111 Hildebrand Drive
Lewisville, Texas 75057
972.436.9712
201 Country View Drive
Round Rock, Texas 78662
TBP# 19762 TBS# 1019440
www.gamco.com



LADERA LITTLE ELM
Lot 76.89, 92, 93, 76 (B), 91, 92 (A),
93(A)
58.50 Acres
in the
CULE SURVEY, ABSTRACT NO. A0226
DENTON COUNTY, TEXAS

EXHIBIT I CONCEPT ENTRANCE DETAIL

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
RON STEWART LANDSCAPE ARCHITECT
DATED 8/26/2021



Drawn By: VC
Date: 07/30/2021
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Revisions:
08/27/2021



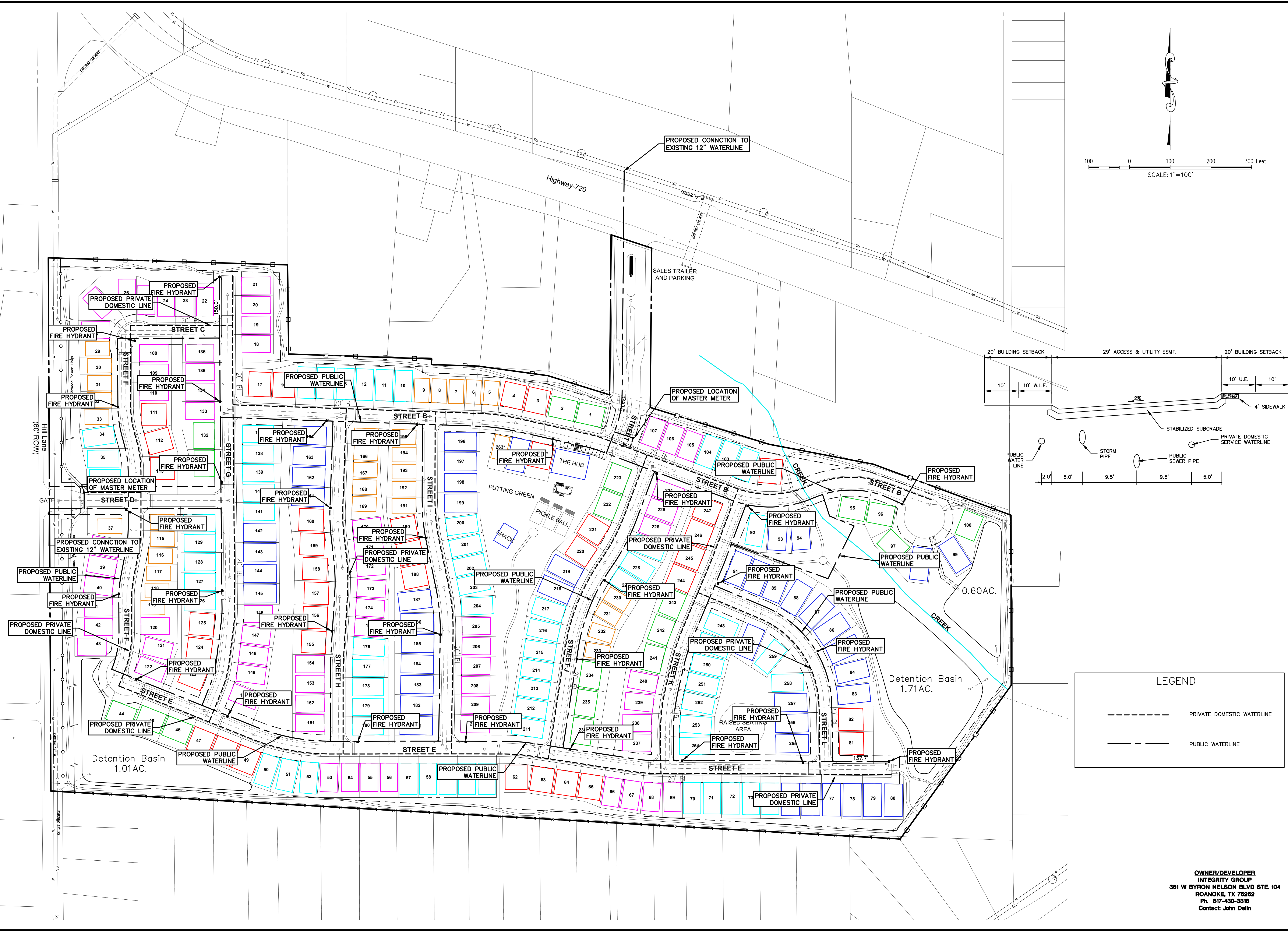
OWNER/DEVELOPER
INTEGRITY GROUP
361 W BYRON NELSON BLVD STE. 104
ROANOKE, TX 76262
Ph. 817-430-3318
Contact: John Delin

2020310474

EX I

LADERA LITTLE ELM

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MCADAMS

The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.435.9712
201 Country View Drive
Rockwall, Texas 75087
940.240.1012
TPE: 19762 TPLS: 10194440
www.mcadamsco.com

LADERA LITTLE ELM
Lot 76.89, 92, 93, 96 (B), 91, 92 (A), 93(A)
58.50 Acres
in the
D.M. CULE SURVEY, ABSTRACT NO. A0226
DENTON COUNTY, TEXAS

PRELIMINARY WATER PLAN

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. THE JOHN R. MCADAMS COMPANY, INC. TPE: 19762 JUSTIN L. LANSLOWNE, P.E. #121990 DATE 7/30/2021

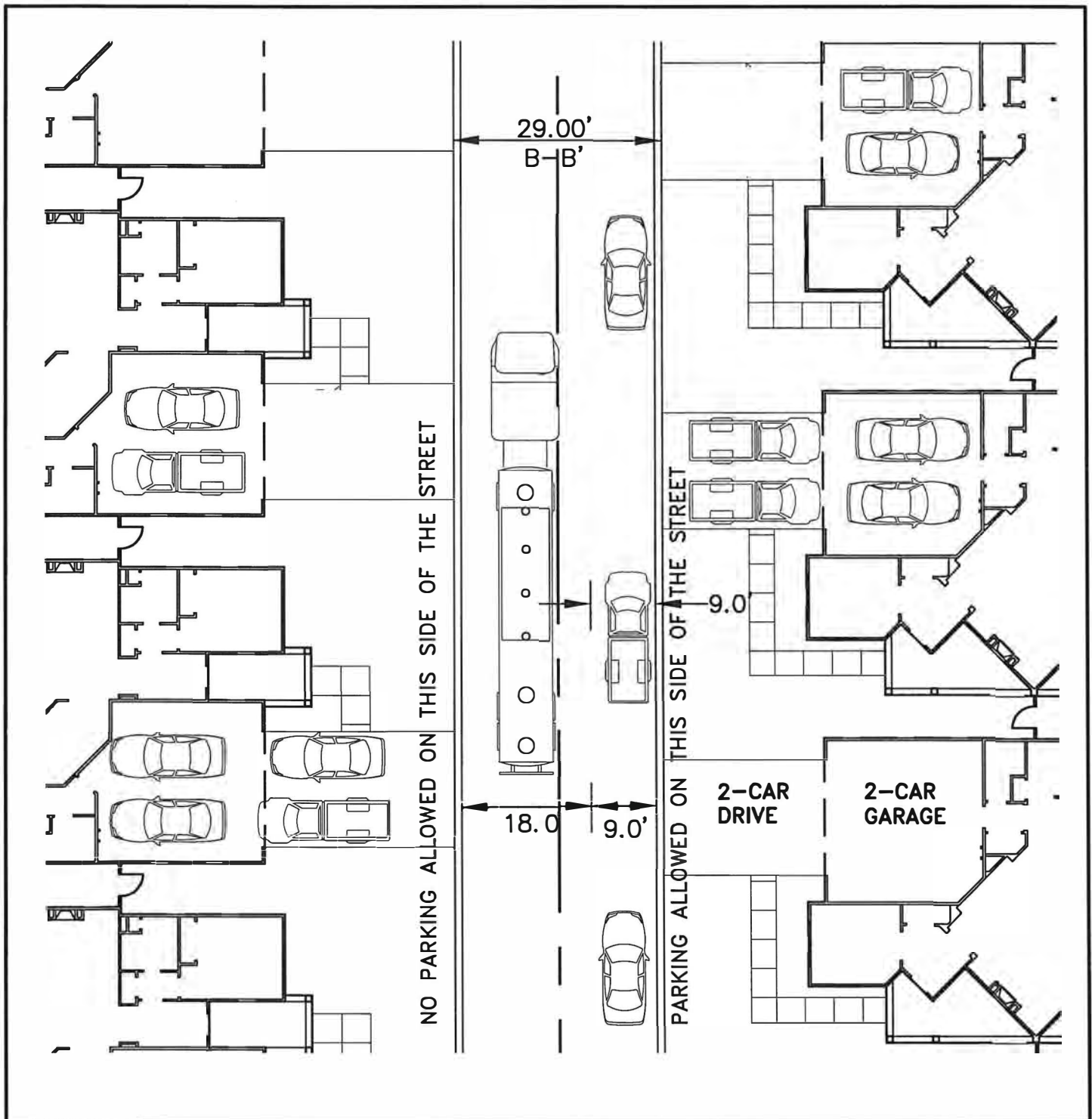
Drawn By: AB
Date: 06/25/2021
Scale: 1"=100'
Revisions:
07/30/2021

####

2020310474

OWNER/DEVELOPER
INTEGRITY GROUP
361 W BYRON NELSON BLVD STE 104
ROANOKE, TX 76262
Ph. 817-430-3318
Contact: John Delin

EX



INTEGRITY GROUP

361 W. Byron Nelson Blvd.
Ste. 104
Roanoke, TX. 76262
(817) 430-3318

SEAL

**PARKING EXHIBIT
29' ROAD**

DRAWN	SDS	CHECKED	TLH	REVIEWED	TLH
DATE	04-03-20	SCALE	1" = 20'	PROJECT NO.	.

[illegible]

Exterior Boundary Fence

Simtek Privacy Fence

Wrought Iron option where backed up to landscape

The photo to the right depicts Simtek being used as the Exterior Boundary Fence.

www.certainteed.com/fence/simtek



These following pictures depict the Simtek Privacy fence used in/as a privacy option. Also shown is the wrought iron option where backed up to landscape and other areas, such as open or amenity areas.



Fencing Around Homes

Privacy fencing used between homes that back up to viewpoints

Wrought Iron is used for visibility

Access gate at the front and rear



The picture to the left shows where Privacy fence is used between homes that back up to viewpoints, also showing how the Wrought Iron fence is used for visibility to the same areas.

The picture to the right shows the front fencing detail, which all have an access gate at the front and rear. This also shows how the rear privacy fence is part of these particular homes, which “back up” to other homes.



Side yard Detail

Gravel used between homes
for drainage



The picture to the left shows our gravel side yard which is typical in each home.







Ladera

active adult **life.**

Toscana

2,248 SF

2BR / 2BA

3 Elevations

***Will Have Faux
Cedar Garage Doors**



Ladera

active adult **life.**

Avanti

1,964 SF

2BR / 2BA

5 Elevations

*Will Have Faux
Cedar Garage Doors



Ladera

active adult **life.**

Casina

2,231 SF

2BR / 2BA

5 Elevations

***Will Have Faux
Cedar Garage Doors**



Ladera

active adult **life.**

Castella

2,419 SF

2BR / 2BA

3 Elevations

***Will Have Faux
Cedar Garage Doors**



Ladera

active adult **life.**

Verona

2,809 SF

2BR / 2BA

5 Elevations

***Will Have Faux
Cedar Garage Doors**



Ladera

active adult **life.**

Verona 2-Story

2,146 SF

3BR / 3BA

3 Elevations

***Will Have Faux
Cedar Garage Doors**



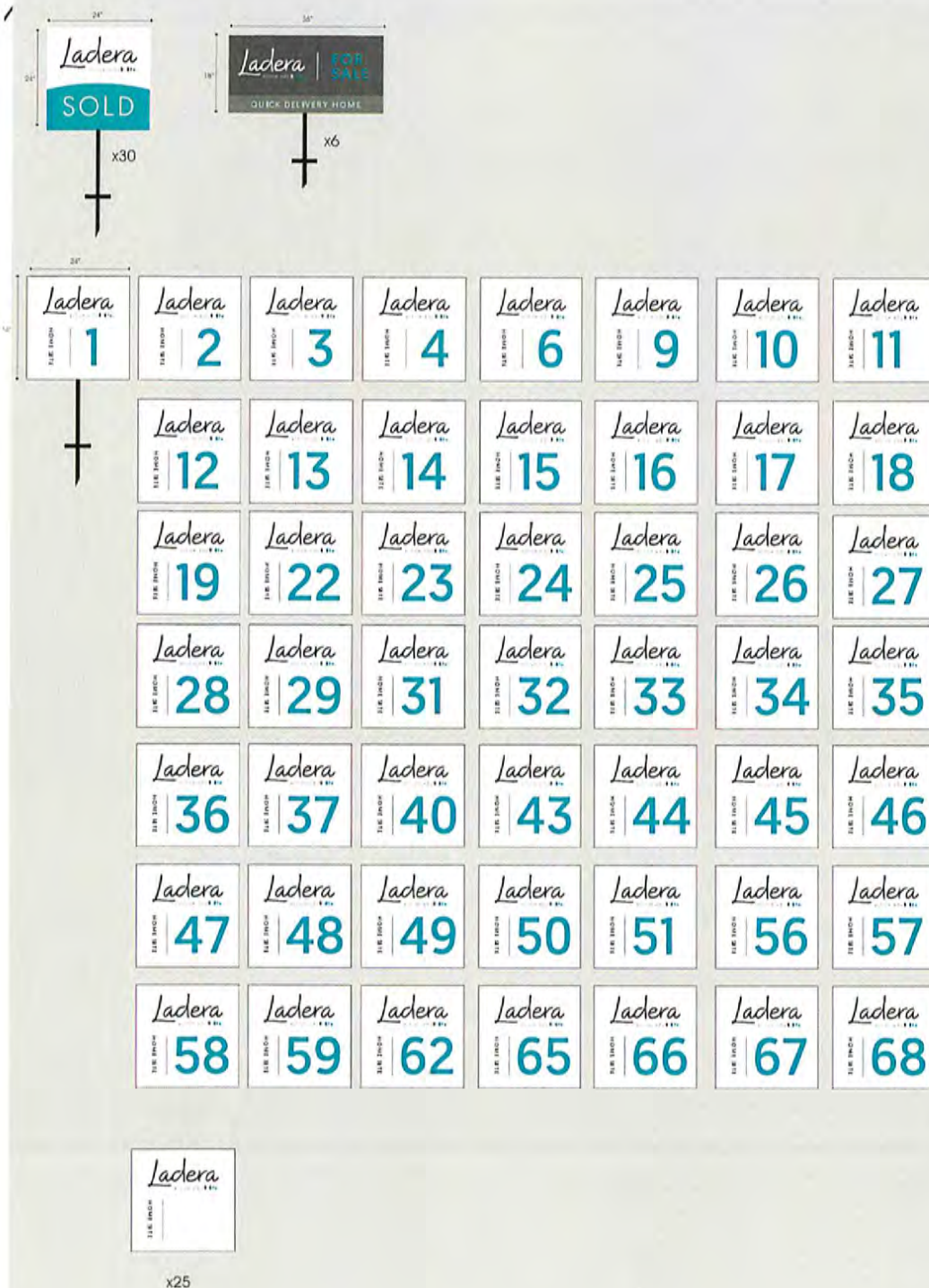












Gray Background Does Not Print

Job Notes:

[Sold Sign]

30@ 24" x 24" Single Face Coroplast
DIRECT Digital Print mounted on
Double TBar Stake
9 are to be placed on the lot as noted on
attached map. Balance to be placed at
construction trailer.

[Quick Delivery Signs]

6@ 18" x 36" Single Face Coroplast
DIRECT Digital Print mounted on
Double 18"x24" TBar Stake
3 are noted on map. 3 to be placed at
construction trailer.

[Home Site Sign with Numbers]

50@ 24" x 24" Single Face Coroplast
DIRECT Digital Print mounted on Double TBar Stake
(1 of Each)
Place lot 19 in sales trailer

[Home Site Sign Blank]

25@ 24" x 24" Single Face Coroplast
DIRECT Digital Print mounted on Double TBar Stake
Place at construction Trailer

Tavolo Park
Camino Navaro Way and Camona Trail
Ft Worth, TX

See plat /art

PMS Colors:
(If Applicable)

NOTE: Due to inherent differences
between viewing an image on a computer
monitor and viewing a printed image, there
may be some variation in color and tonality
between what you see on your monitor and
the print we produce for you.

Work Order # 89465

SCALE: 1/10

Page 1 of 1

Customer Name: Integrity Group - Tavolo Park

Date Last Modified: 8/19/20

By: Franchette

First Graphic Services, Inc.

229 Garvon St. Garland, TX 75040

(972) 494-6199 (972) 494-9399

www.firstgraphicservices.com

Please DOUBLE CHECK the following: Spelling, Grammar, Punctuation, Addresses, Phone Numbers, Etc.

By submitting approval of this proof, you agree to the following...

- You have verified that spelling and content are correct.
- You are satisfied with the document layout
- We will print exactly what appears on this proof, and you cannot make any changes once approval has been approved and sent to print.

Job Notes:

1@ 3' x 5.5' SINGLE FACE 1/4" Routed PVC Letters/Logos

Specs on art

PMS Colors:
(If Applicable)

PMS 431 C

By: Franchette

Note: Due to inherent differences between viewing an image on a computer monitor and viewing a printed image, there may be some variation in color and tonality between what you see on your monitor and the print we produce for you. We strongly recommend supplying Solid Coated (C) PMS (Pantone Matching System) colors for colors that you wish to be exact.

Page 1 of 1

— Routed 1/4" White PVC Copy

— Routed 1/2" White PVC Logo
Painted to match PMS 5565 C
and PMS 7532 C

Front Side 1 Side 2

Digital Print Vinyl to match PMS 431 C

☐ cut contour

Front ☐ to match PWS 431 C cut contour Side 1 Side 2

6"	60"
6"	60"

THE HUB 9"

SALES CENTER

36" **SALES CENTER** *Ladera* active adult **life.** 24"

60"

Work Order # 93755

Customer Name: Integrity Group - Ladera	Date Last Modified: 2/26/21
---	-----------------------------

First Graphic Services, Inc.

229 Garvon St. Garland, TX 75040

 (972) 494-6199  (972) 494-9399

www.firstgraphicservices.com

Please DOUBLE CHECK the following: Spelling, Grammar, Punctuation, Addresses, Phone Numbers, Etc.

By submitting approval of this proof, you agree to the following...

- You have verified that spelling and content are correct.

- You are satisfied with the document layout

Page 1 of 1

SCALE: 1/10









EXHIBIT
Pergolas and Patios



The Hub

Rear Yard Pergolas



Screened Porches



Side Year Patio



Solid Cover Patio





August 26, 2021

MEMO RE: Ladera Community – Firewall Design Standard

To whom it may concern,

When designing our communities and our homes we work to provide efficient solutions while maintaining or exceeding safety standards in our craft.

One major area we have focused our efforts toward occurs in the realm of fire safety as we design our community with narrower widths between homes than traditional community designs. Along with grading and drainage design, which is also affected by the closer proximity, we have created design parameters for fire safety, which meet or exceed IRC code standards.

Table R302.1 of the 2018 IRC is the basis for our design parameters. Attaching the table (Exhibit A) for quick reference. Additionally, for information purposes, our homes are spaced no less than 6' and could be as much as 10' on a street row (depending on home type purchased by our customers).

With the information rendered in Table R302.1, we have worked with local architects to develop designs which are applied to construction in the field (Exhibit B & C). For additional transparency and accountability with the city permitting and inspection team, we show which walls must conform to these design standards on our individual plot plans which are submitted for permit.

Lastly, we have been using these construction methods in multiple communities around the metroplex and we have developed experience building this design in the field. Our trade partners have been trained numerous times on the nuances involved with the design and understand the priority we place on fire safety in our construction methods.

If you have any questions on this design or the application of the design, I'd be happy to discuss this in further detail. My contact information is listed on the signature below. Thank you for your consideration of the above information

Sincerely,

Steve Delin

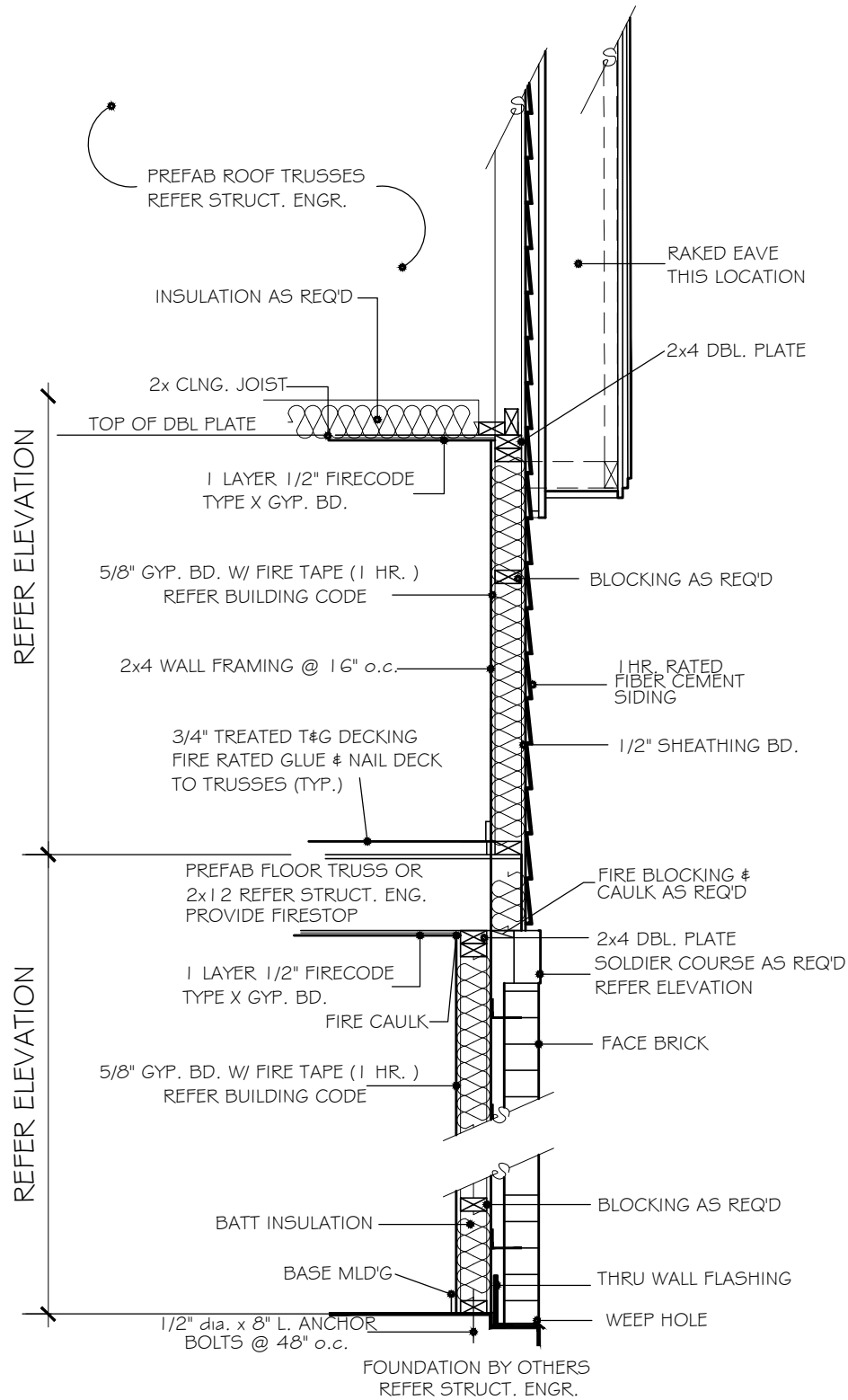
President

Residential Division

steve@integritygroups.com

972.824.5763

EXHIBIT C



NOTES:

- Any discrepancies must be brought to the architect's attention for revision prior to the start of construction.
- Refer to all local codes for plumbing, mechanical, & electrical requirements.
- Builder to verify all notes & dimensions prior to construction.

CLAUSE

Cross Timbers Architects assumes no liability for any structure built from these plans. Before construction, the purchaser, builder, or contractor shall verify all dimensions and materials with all governing codes & ordinances & incorporate into the plans. Only a qualified designer, architect or structural engineer shall remain the property of Cross Timbers Architects & are not to be used or reproduced without written permission.

DATE: MARCH 29, 2019

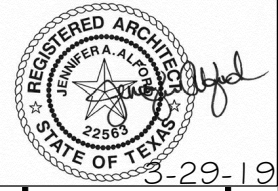
DRAWN BY: J. ALFORD

REVISIONS:

1	
2	
3	

CROSS TIMBERS ARCHITECTS

4315 WINDSOR CENTRE TRAIL #200
FLOWER MOUND, TEXAS 75026
PHONE: (972) 355-7754



****NOTE: 5/8" SHEETROCK TO ROOF DECK. TURN OUT 4' ON UNDERSIDE OF DECK PER CODE. ****

DETAIL CONFORMS TO
UL LISTING ANSI/UL 263
PER TABLE R302.1 OF THE 2015 IRC

2 STORY WALL DETAIL
NOT TO SCALE

A CUSTOM PROJECT FOR:

LADERA WALL DETAIL

INTEGRITY GROUP

JOB # 19-012

SHEET A



Little Elm West Side Implementation Report

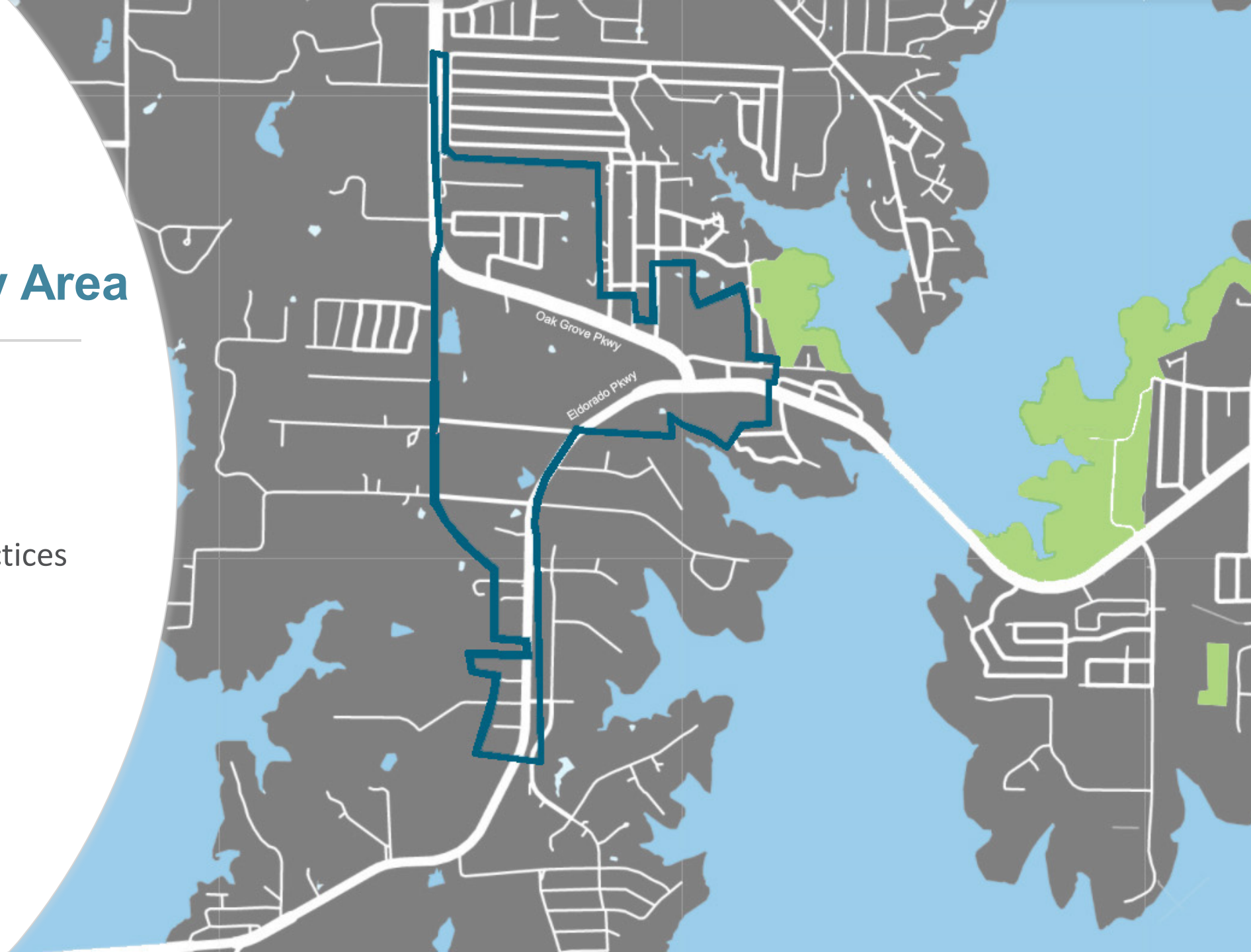
April 20, 2021

Kimley»»Horn

West Side Study Area

What we are focused on:

- Fiscal Responsibility
- Quality of Life
- Development Best Practices



Considerations



PLANS



POLICIES



PROJECTS



LAND USE



TRANSPORTATION



PARKS AND
RECREATION



ECONOMIC
DEVELOPMENT



STRATEGIC
PARTNERSHIPS

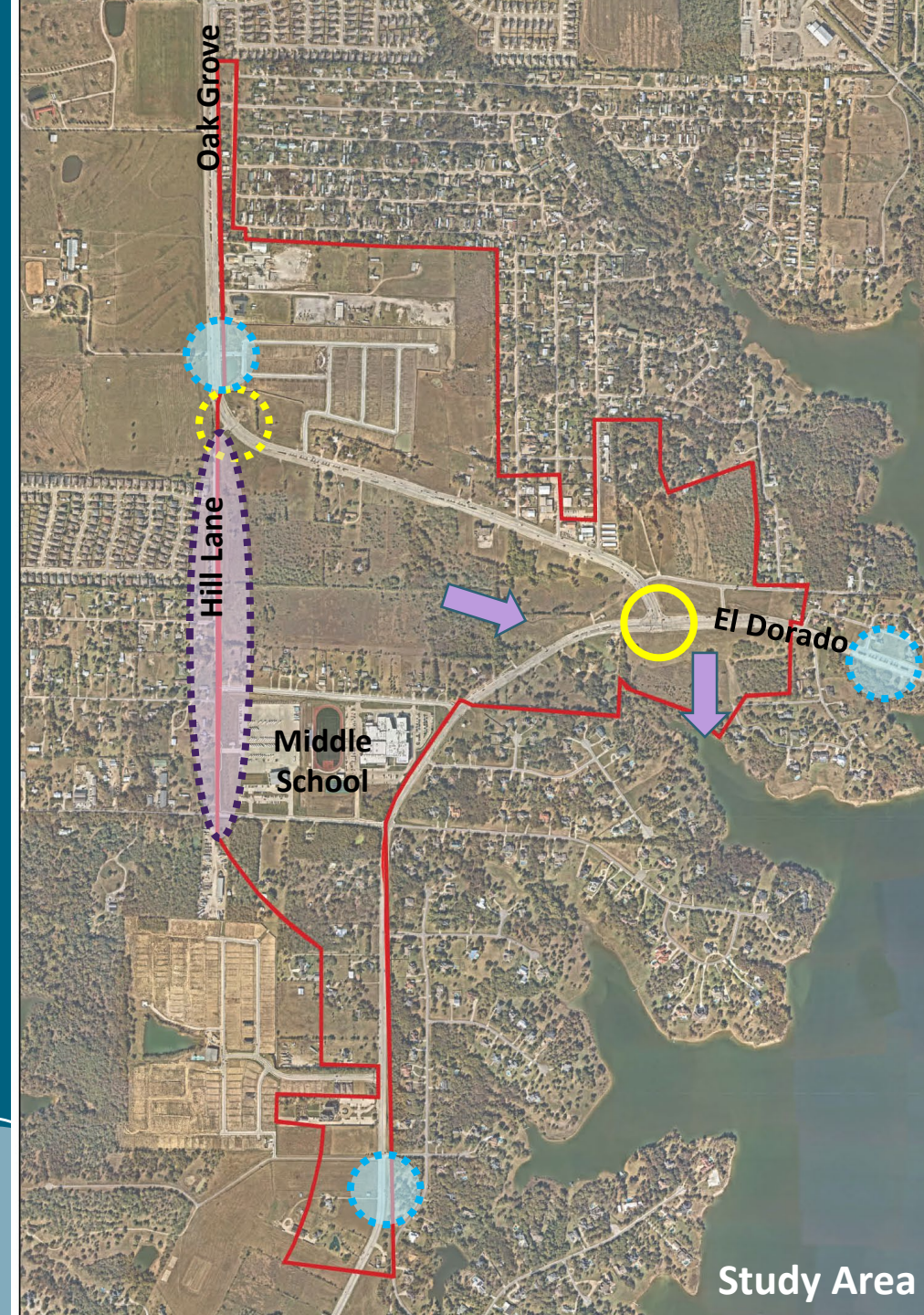
Goals from Little Elm Strategic Report

- Provide a **safe and welcoming** environment for Little Elm residents and visitors
- Ensure **strong relationships** with the community and region
- Maximize Community recreation and leisure activities
- Maintain operational **integrity and viability**
- Promote and **expand Little Elm's identity**
- Ensure **excellence in public services** while keeping up with the growth of the community

Built Environment

Some conditions to consider as development continues:

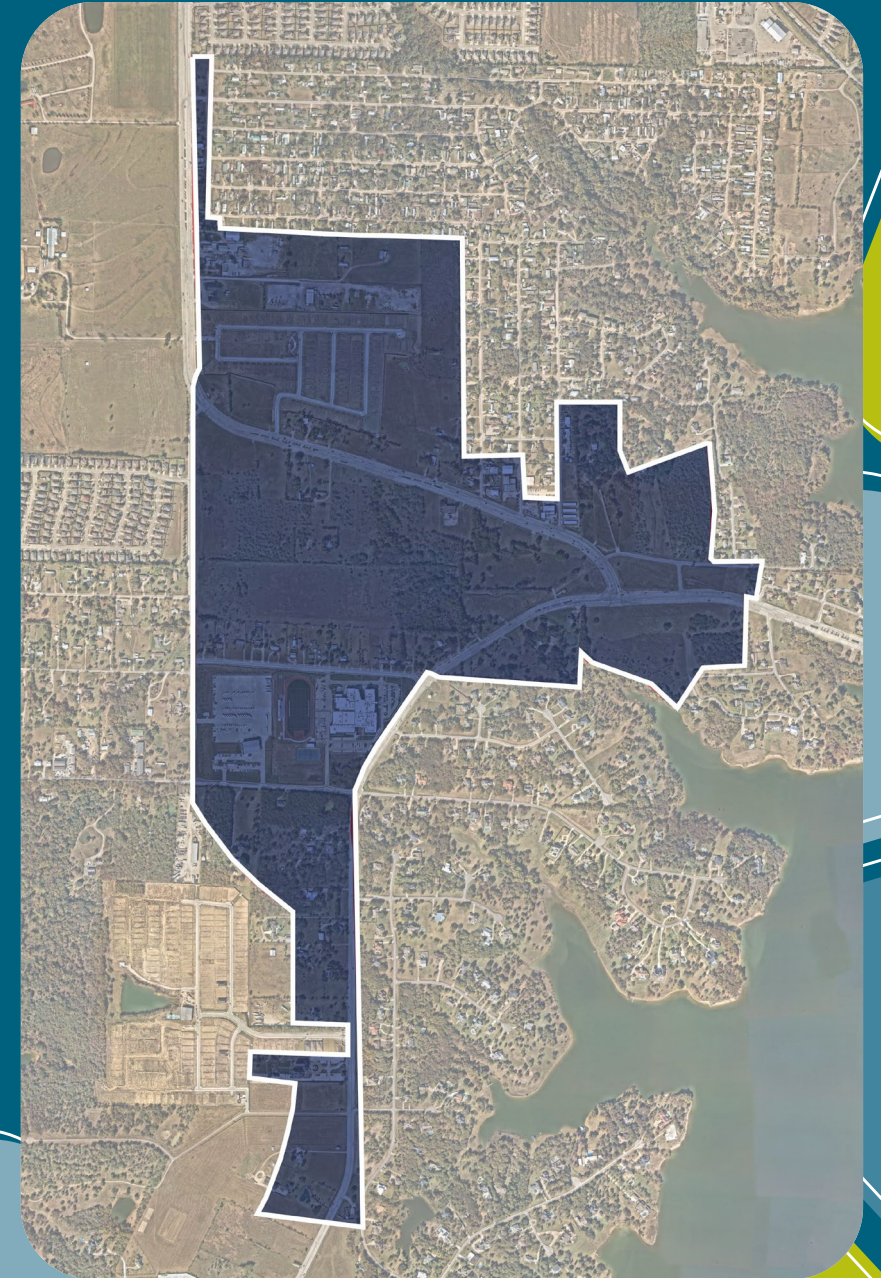
- Traffic conflicts (Northbound turns to Oak Grove)
- Lack of Identity (Undefined character)
- Adjacency isn't predictable (lack of controls)
- Topography (an asset, but also a challenge)
- Fragmented ownership (some large tracts)
- Limits on franchise utilities (gas, fiberoptics)



Concept Scenarios

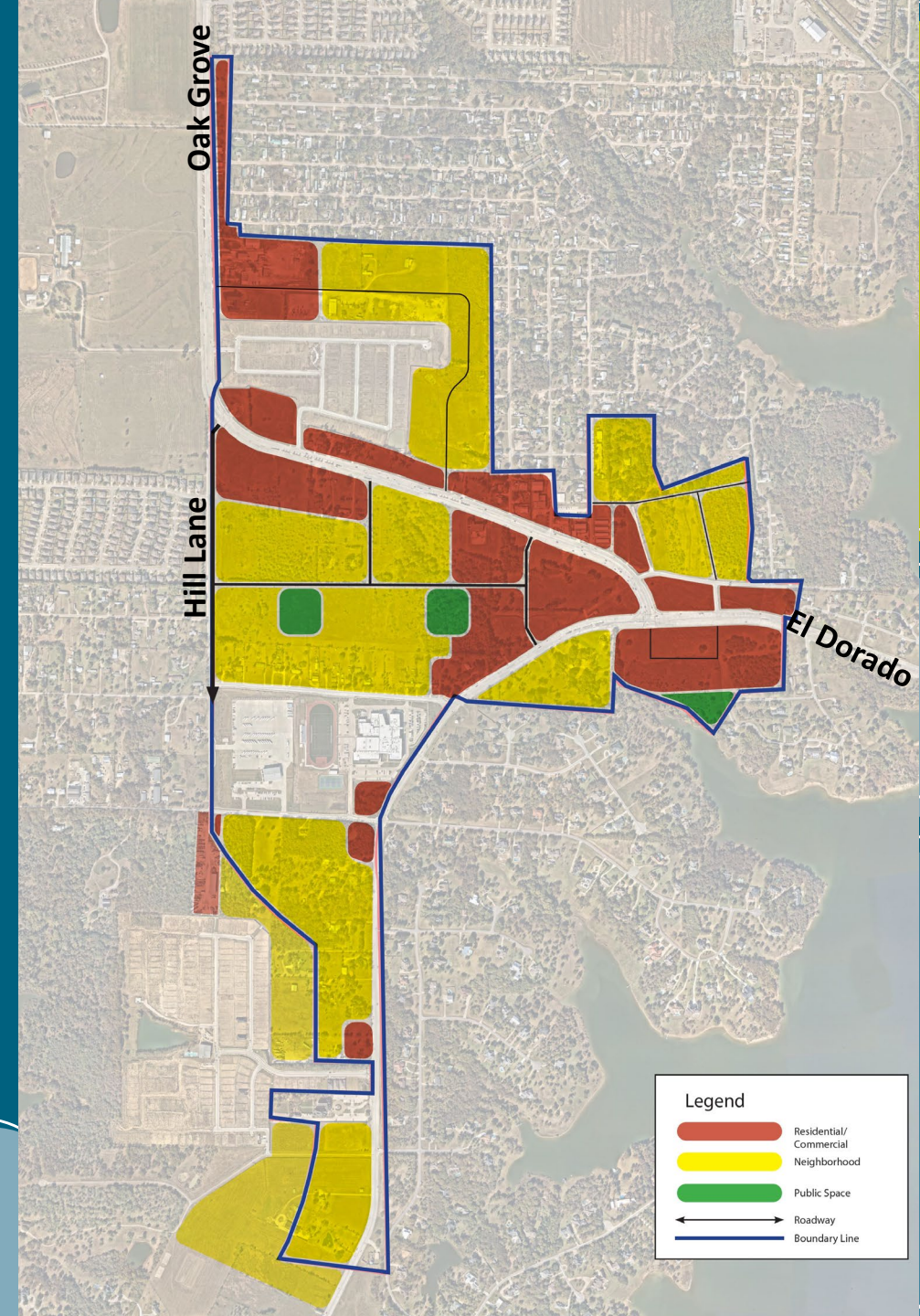
In order to understand what can be built, two scenarios were developed based on input from the first committee meeting.

- **Traditional development**
 - Utilize typical residential and commercial uses found throughout the Town
- **Neighborhood center development**
 - Develop a core area for walkable commercial, allow for some middle density housing, and buffer the edges with traditional single-family and landscaping



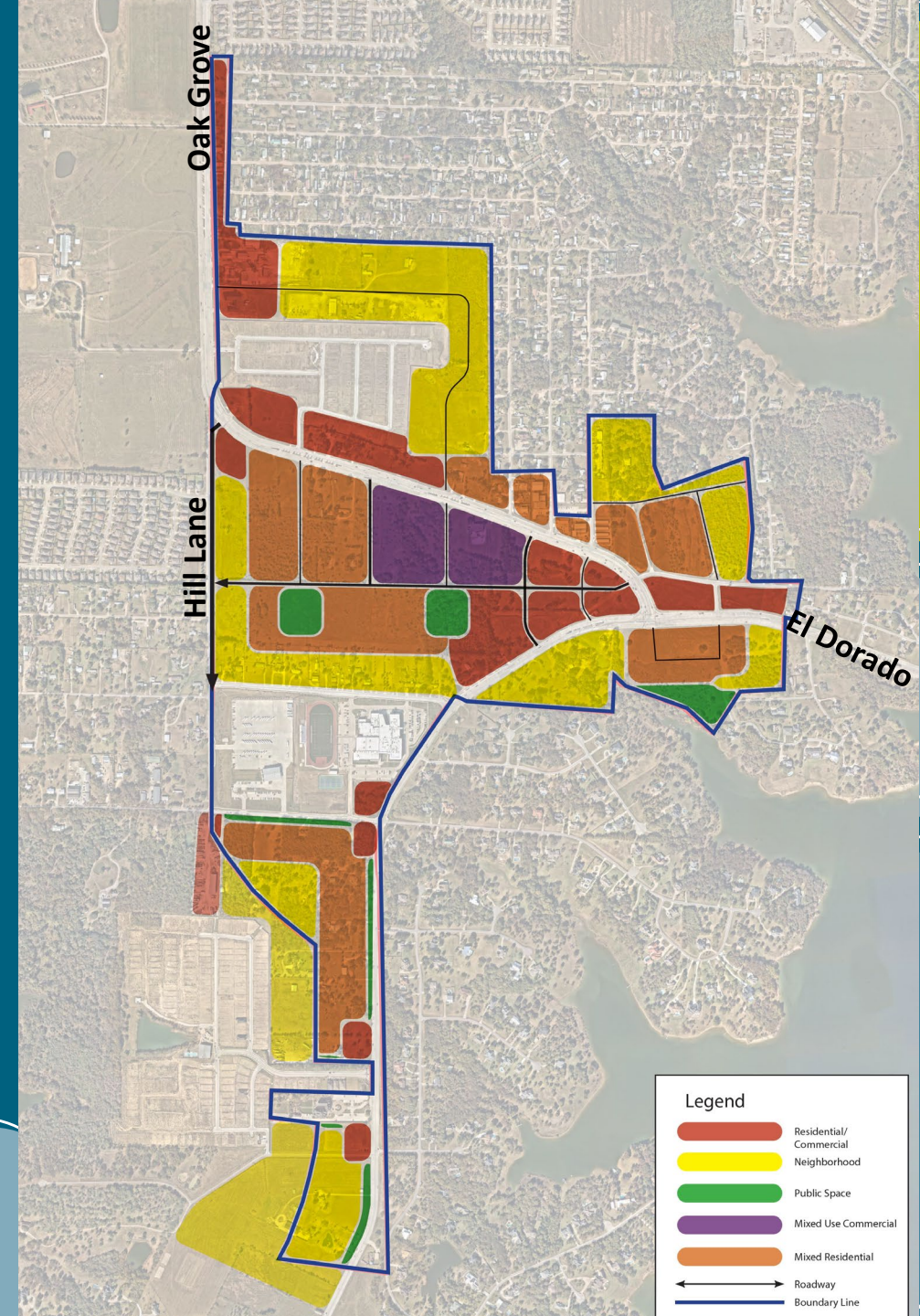
Scenario 1: Traditional Development

- Focused on neighborhood commercial along Oak Grove, and at key intersections along El Dorado
- Incorporated greenspace to provide stormwater detention as amenities in development
- Buffered existing residential with new residential; densities from 3-6 dwelling units per acre (du/ac)
- Managed mobility and connectivity through interconnected local streets



Scenario 2: Neighborhood Center Development

- Focused neighborhood commercial and mixed-use commercial west of intersection at Oak Grove and El Dorado
- Extended neighborhood commercial along Oak Grove and key intersections of El Dorado.
- Incorporated greenspace to provide stormwater detention as amenities in development and buffer mixed residential along roadways
- Buffered existing residential with new residential; densities from 3-6 dwelling units per acre (du/ac)
- Managed mobility and connectivity through interconnected local streets



Land use type definitions

In order to understand and clarify the terms used for land uses in the scenarios, a series of definitions were established.

Land Use Types:

- Neighborhood
- Retail/Commercial
- Mixed-Residential

These definitions will be the starting points for land use definitions in a Comprehensive Plan update by Town staff.

Land Use Types

Neighborhood

(Scenarios 1 & 2)

- Based on existing neighborhood layout and context
- Appropriate transitions to existing neighborhoods with respect to densities, screening, and buffering within new neighborhoods
- Density range: 3-6 DU/AC



Land Use Types

Retail/Commercial (Scenarios 1 & 2)

- Mostly neighborhood retail with restaurants uses or mid-rise office buildings
- May include lodging and related uses
- May include professional offices as a transition to adjoining neighborhoods
- One to two stories generally



Land Use Types

Mixed Residential (Scenario 2)

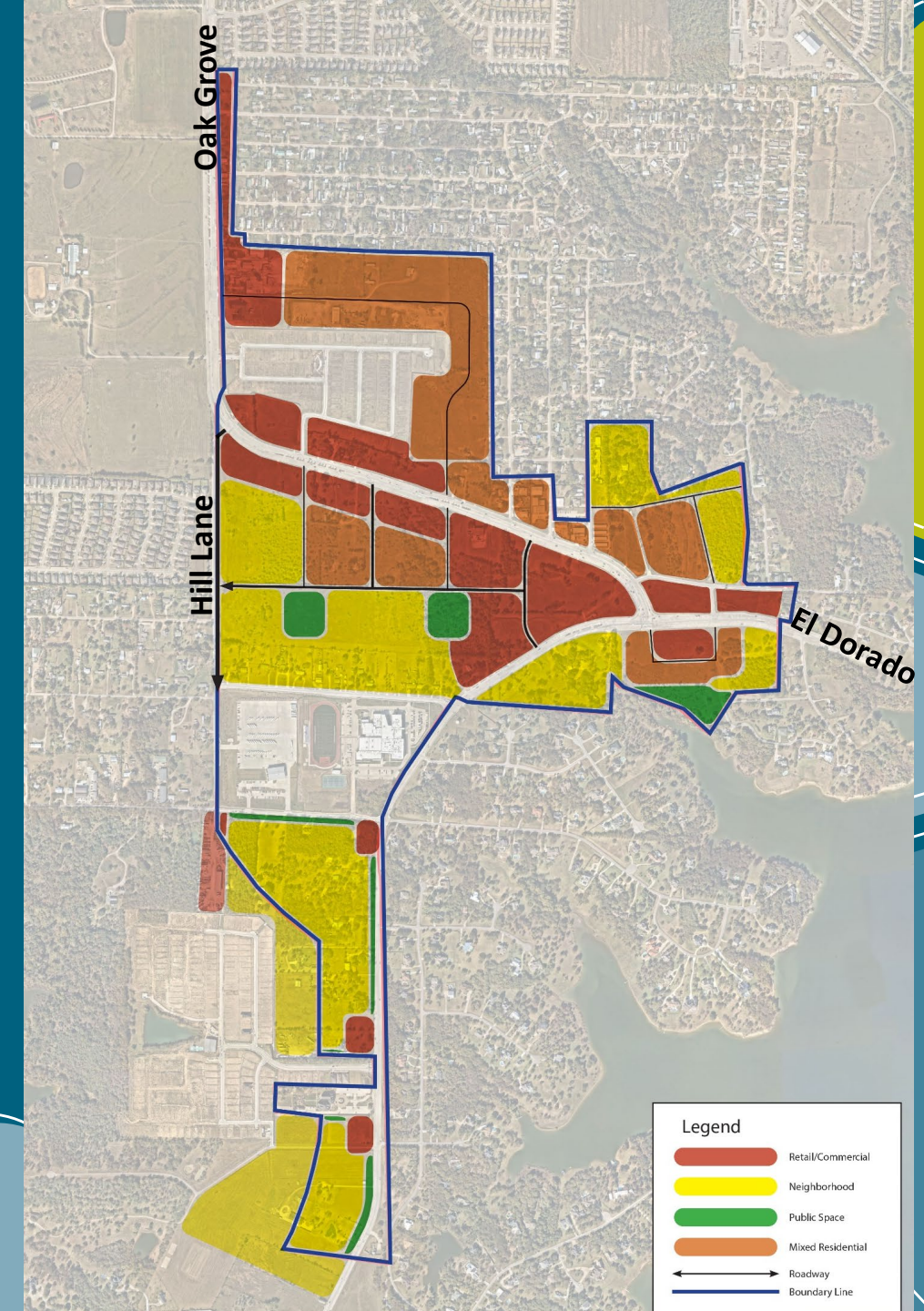
- Range of single family from large lot, to patio homes, to townhome transitions to neighborhood commercial
- Recreation related uses with access to parks and open space
- Overall residential density of 6 to 10 units per acre



Final Concept

Based on input from the third committee meeting, this concept was determined to be an approach for the west side area.

- Focuses neighborhood commercial along Oak Grove, and at key intersections along El Dorado
- Incorporates greenspace to provide stormwater detention as amenities in development
- Buffers existing residential with new residential; densities from 3-6 dwelling units per acre (du/ac)
- Manages mobility and connectivity through interconnected local streets
- Focuses neighborhood commercial west of intersection at Oak Grove and El Dorado



Prioritization for Implementation

Critical Infrastructure & Programs (1-2 years):

- Franchise and municipal utility coordination (Gas and Fiber are the highest priority)
- Local mobility and connectivity map
- Coordinated Stormwater Plan
- Future Land Use Plan and zoning clean-up
- Property title clean-up (Old Hwy 24)

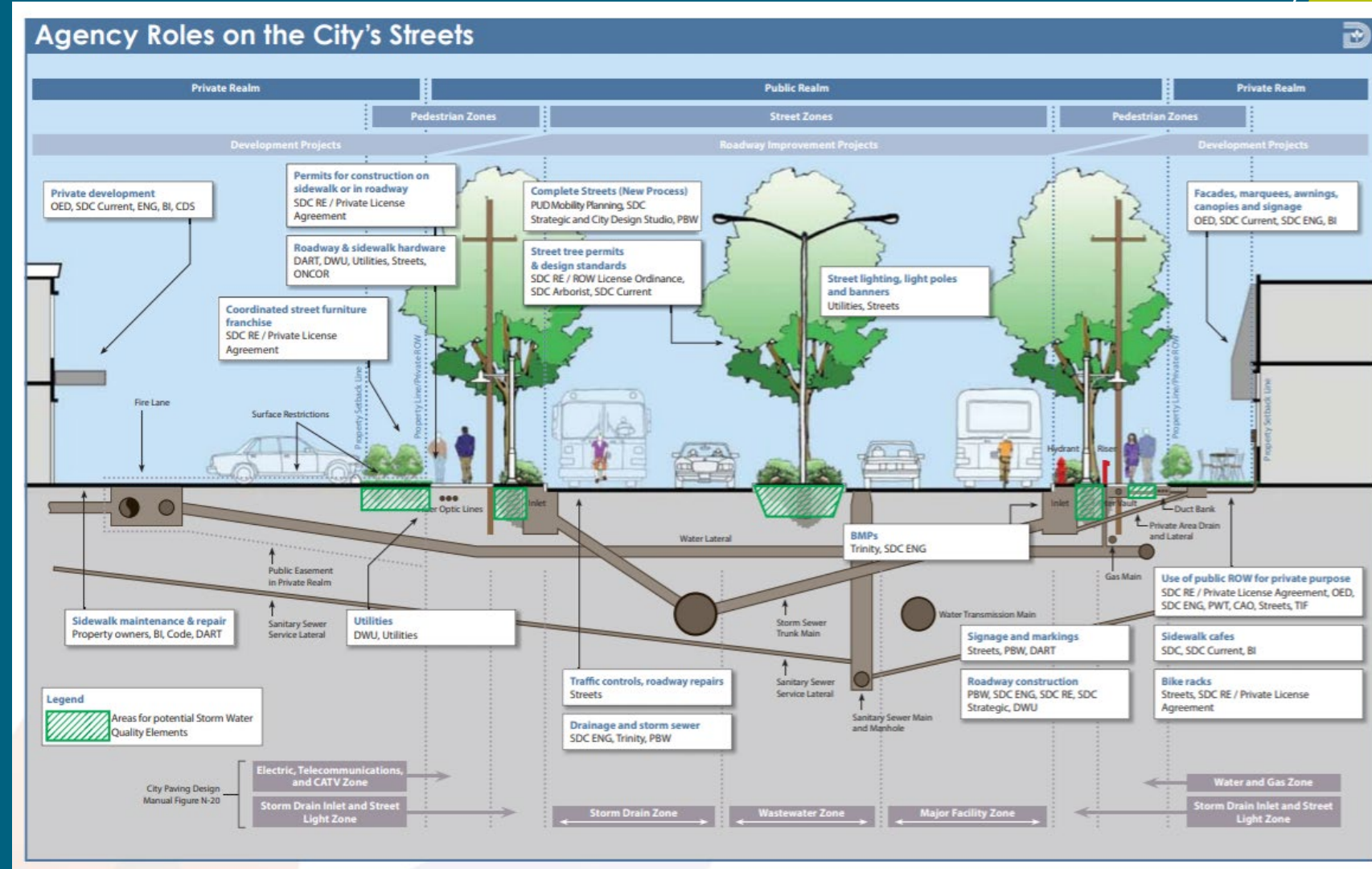
Secondary Infrastructure & Programs (2-5 years):

- Hill Lane Reconstruction
- Pedestrian connectivity improvements
- Gateways and Wayfinding improvements

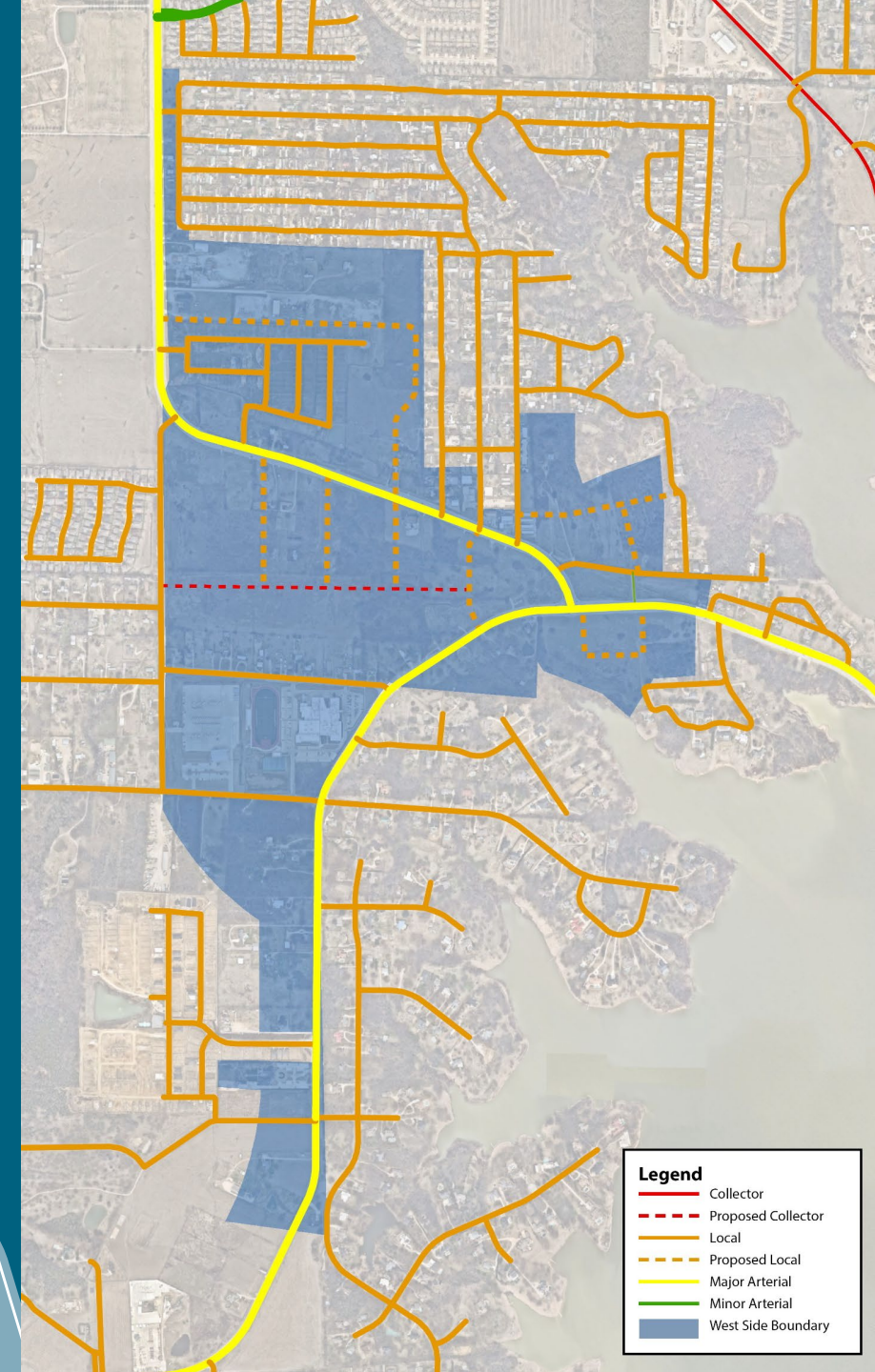
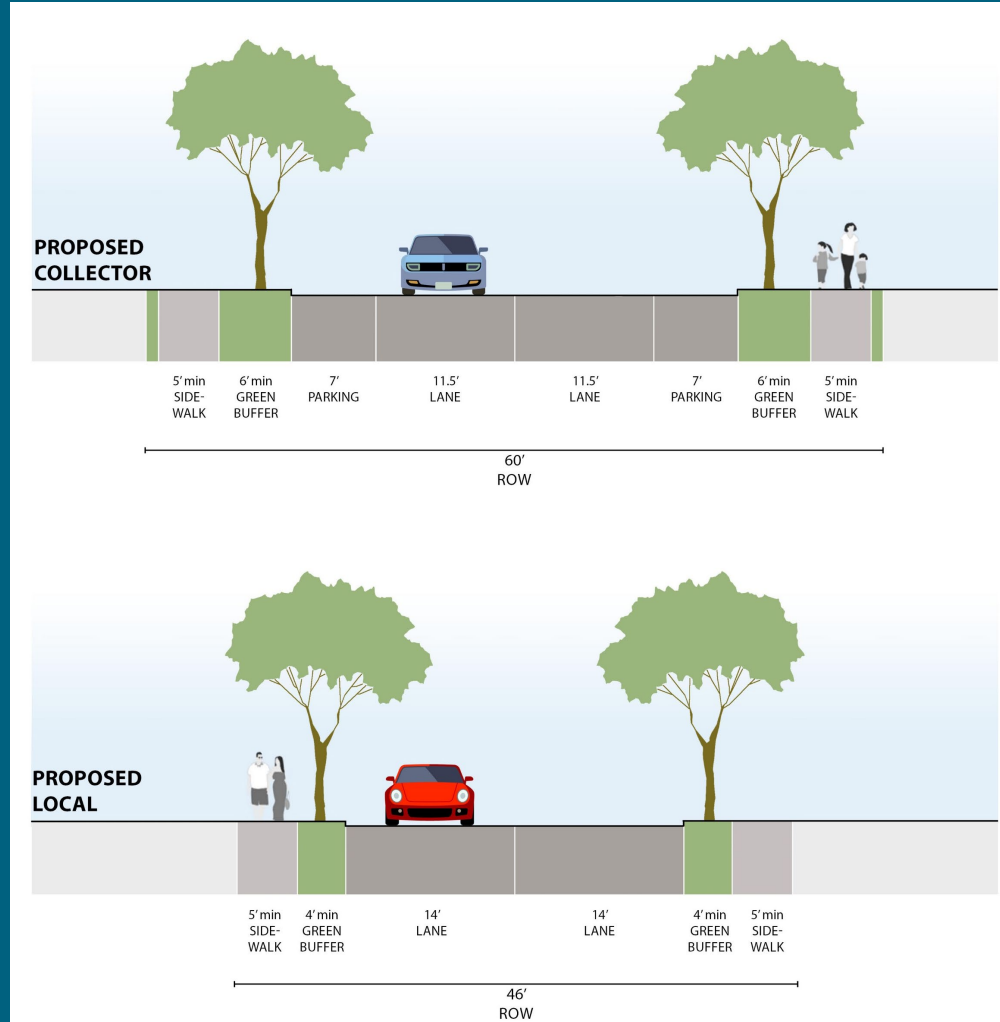
Utility Coordination

Excerpt from Dallas Street Design Manual

- Additional fiber improvements to expand service
- Natural gas improvements to support commercial development
- Assemble design criteria that reflect intended development on the west side
- Example graphic shows the potential arrangement of street utilities that the Town can manage and their role in that management.



Local mobility and connectivity map



Coordinated Stormwater Plan

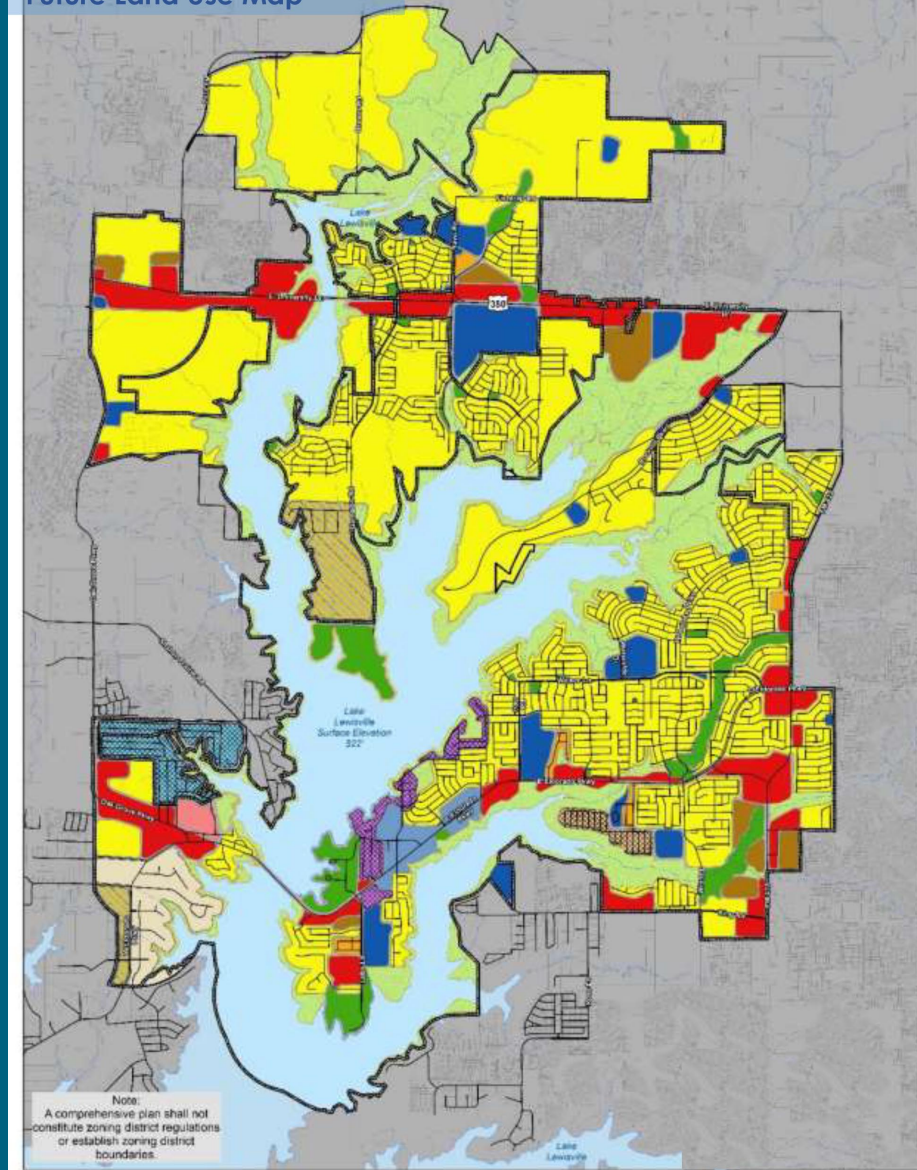
- Provide a unified method to continually improve and develop a filtration system from rainfall, runoff, inflow, outflow run off.
- The west side should include green space that is used as detention or retention pond.



Future Land Use Plan

- Adjusting the MU on the west side
- Adjusting Estate Residential where the middle school is currently located
- Adding Commercial/Retail to the residential in the southern region of the site off of Eldorado Drive

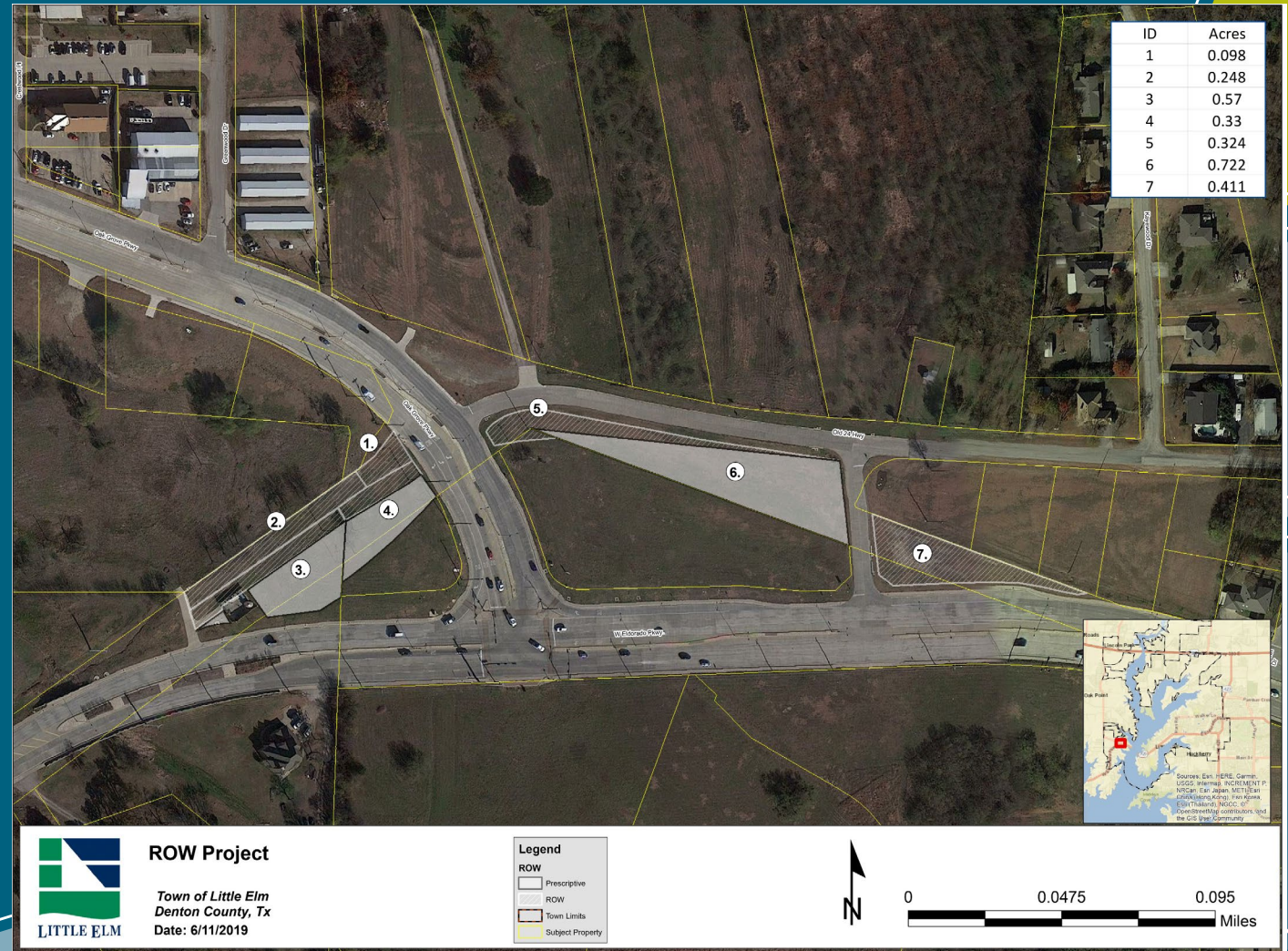
Future Land Use Map



Future Land Use

Estate Residential	High Density Residential	Retail/Commercial	Special Planning Area 3	Town Limits
Ranchette Residential	Public/Semi-Public	Lakefront District	Mixed Use	ETJ
Low Density Residential	Parks and Open Space	Special Planning Area 1	Lake Lewisville	Streams
Medium Density Residential	Floodplain/OORP	Special Planning Area 2		

- Cleaning up the property titles will allow for the land use to be easily recognized for future land use.

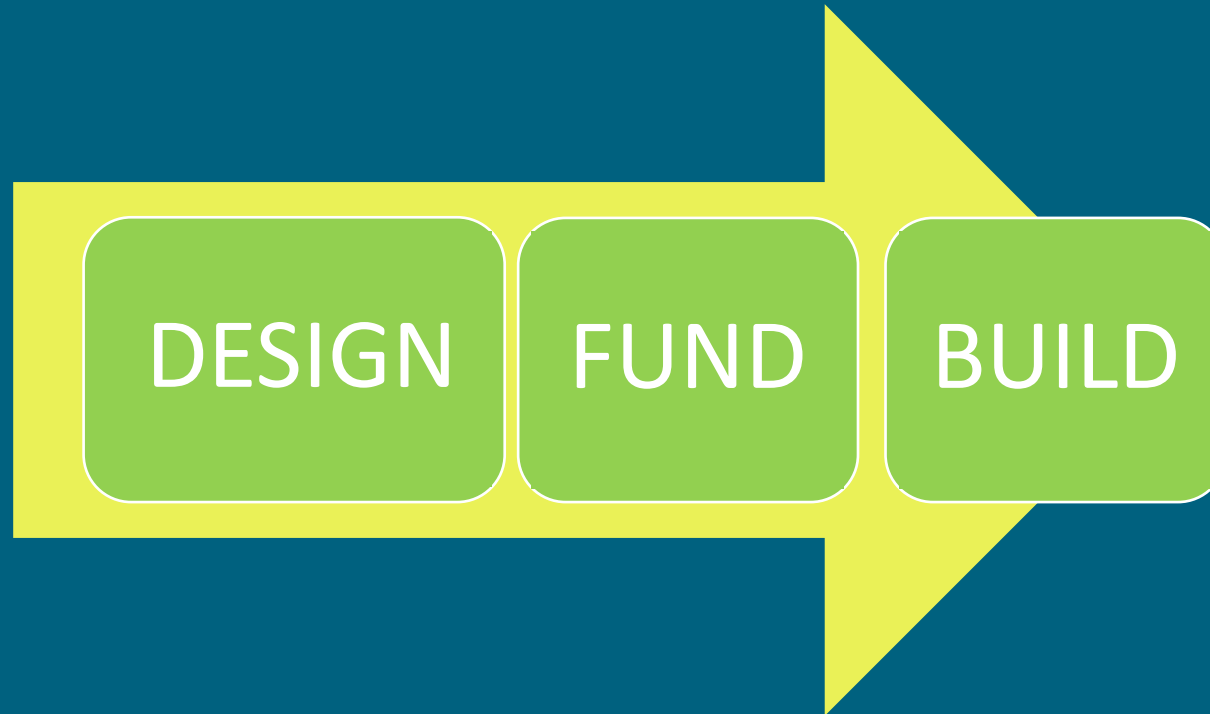


Hill Lane Reconstruction

- Essential to have coordination with the county
- For economic development must support walkability
- Utilize green infrastructure to maximize aesthetic of roadway and decrease overall cost
- Include a vision design approach to support context sensitive design



Conventional Design Approach



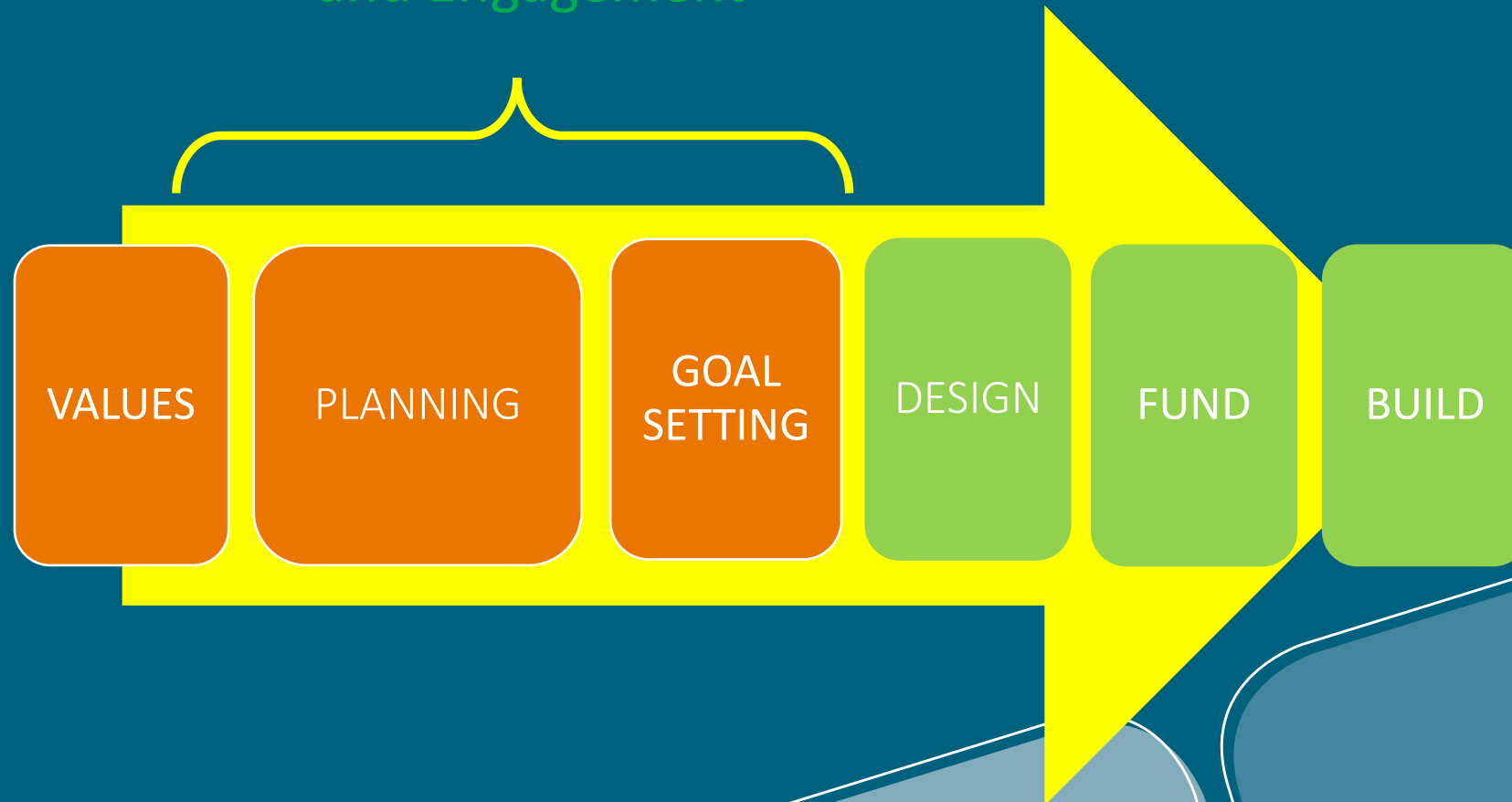
Risk of Conventional Approach

- Limited mobility choices
- Gaps in the network
- Details block by block are missed
- Missed opportunities to advance community goals
- Influences on vitality
- Neighborhood Isolation
- Conflicting projects



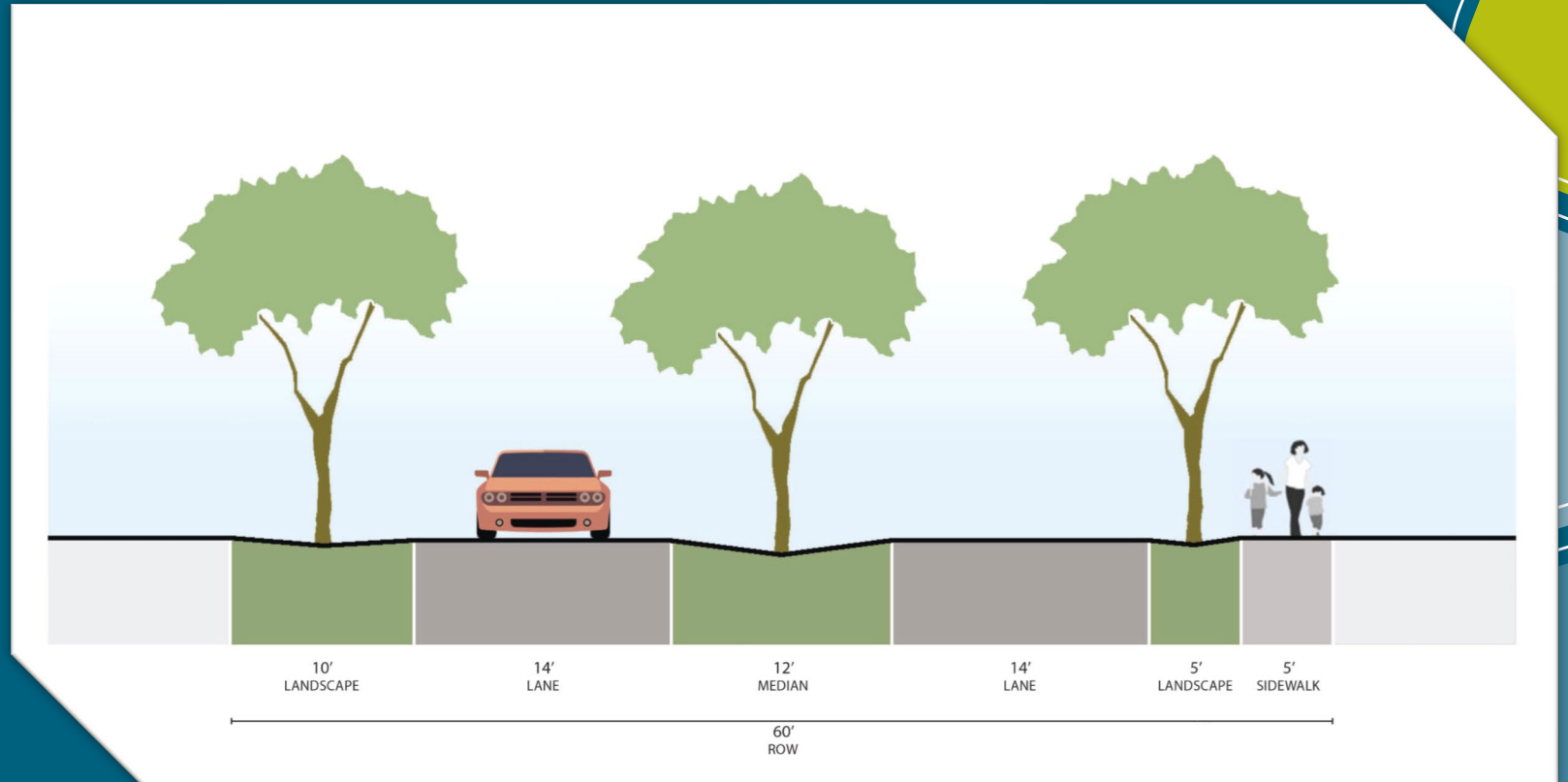
Vision Design Approach

Process from Strategic Plan
and Engagement



Street Characteristics for Hill Lane

- 60' of ROW width
- Vehicle and bus accommodations
- Rural neighborhood character maintained
- Green infrastructure reduces costs
- Provide sidewalks on east side of street



Pedestrian connectivity improvements

- Essential to have coordination with the county
- For economic development must support walkability
- Utilize green infrastructure to maximize aesthetic of roadway and decrease cost
- Include a vision design approach to support context sensitive design



Gateways and Wayfinding Improvements

- Start with a signature element to mark the gateway, make these gateways into **“selfie moments”** by making them accessible to the public.
- Continue improvements prior and after the **signature elements through lighting**, banners, and signage
- Improve **street crossings and pedestrian infrastructure** within the commercial core of the area



Gateways and Wayfinding improvements



Banner Lamp Post



Lighthouse Monument



South El Dorado Gateway Monument



Future Land Use

- Estate Residential
- Low Density Residential
- Floodplain/ CORP
- Retail/ Commercial
- Special Planning Area 1
- Mixed Use
- Lake Lewisville



Date: 10/12/2021

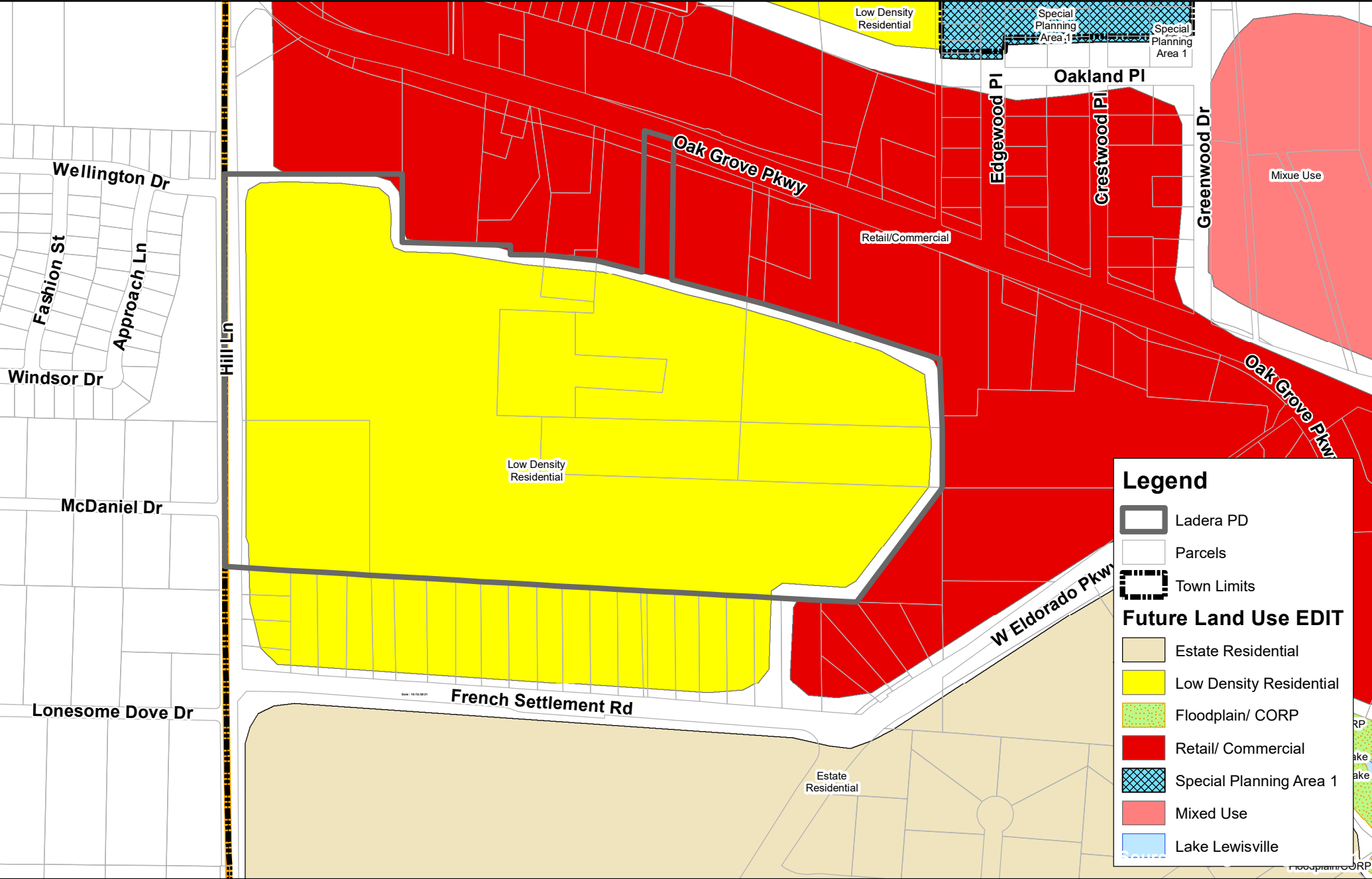


Location Map



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Legend

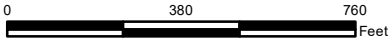
- Ladera PD
- Parcels
- Town Limits

Future Land Use EDIT

- Estate Residential
- Low Density Residential
- Floodplain/ CORP
- Retail/ Commercial
- Special Planning Area 1
- Mixed Use
- Lake Lewisville



Date: 10/12/2021



Location Map



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Date: 10/19/2021
Agenda Item #: 7. C.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1639 Regarding a Request to Rezone Approximately .99 Acres of Land, Currently Zoned as Light Commercial, Generally Located at 2750 Little Elm Parkway, on the South Side of Little Elm Parkway, within Little Elm's Town Limits, in Order to Establish a New Planned Development District Based on Light Commercial, to Allow a New Commercial Development with Modified Development Standards.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1639:

DESCRIPTION:

Location

Generally located at 2750 Little Elm Parkway, on the south side of Little Elm Parkway, approximately 280 feet west of FM 423, within Little Elm's town limits.

Background.

Subject property is an undeveloped parcel currently zoned Light Commercial (LC) and is part of an existing commercial development located within the Cottonwood Crossing Addition, with shared access to the ER of Texas directly to the east and Aldi directly to the west. The property owner is interested in developing a small retail center with restaurant uses. The existing development on either side deviates from Town's current development standards, therefore the property owner is requesting approval of a Planned Development (PD) district based on the Light Commercial district regulations with modified standards in order to better fit into the context of the existing overall development.

Proposal.

The proposed project consists of a 6,700 square-foot commercial building with an additional 319 square feet of outdoor patio. The building is projected to occupy two restaurant tenants, totaling

2,857 square feet, and three retail tenants, totaling 3,781 square feet, and a 62 square fire riser room. The end cap tenant on the east side of the building is projected to include a drive through for the future restaurant use.

The property owner is proposing to meet all of the requirements outlined within the Light Commercial (LC) zoning district, with deviations to the landscape setback and parking stall widths. The following sections will outline how the proposed development is meeting, or deviating from, the current standards.

Uses. Retail and restaurant uses are allowed within the Light Commercial (LC) zoning district.

Design Standards. Proposed elevations show the building to be constructed primarily of brick and manufactured stone, with minor synthetic wood accents, meeting the 80% material A masonry requirement per facade. The proposed building design also meets the tri-partite architecture, building articulation, color, and auxiliary design requirements.

Landscaping. Proposed landscape plans meet the required landscape coverage of 10% by providing 31.6%, interior tree requirements by providing 20 required trees, perimeter landscaping by providing the 7 required trees along Little Elm Parkway, and 25 out of 25 required landscape points by providing enhanced hardscape, shaded outdoor seating, and enhanced landscaping around the site and building. The proposed plans do not, however, provide the required 25-foot landscape buffer along Little Elm Parkway, instead showing a 20-foot landscape buffer in order to remain consistent with the overall and the adjacent developments, as well as be able to maintain the existing Fire Lane and Cross Access Easements. The applicant is requesting the decreased landscape buffer as a waiver from the requirements.

Parking. Light Commercial district requires that retail uses be parked at 1 space per 200 square feet and restaurant uses at 1 space per 100 square feet (patios under 500 square feet are exempt from parking requirements). The proposed development consists of 2,857 square feet of restaurant space, requiring 29 parking spaces, and 3,781 square feet of retail space, requiring 19 parking spaces, a total requirement of 48 parking spaces. The site plan shows 49 parking spaces to be provided and properly screened. However, parking spaces are required to be provided at width of 10 feet and length of 20 feet, and the proposed site plan shows the parking spaces provided at a width of 9 feet in order to be consistent with the overall development and adjacent developments, as well as be able to fully park the proposed building. The applicant is requesting a waiver for parking stall widths to be allowed at 9 feet instead of 10 feet.

Comprehensive Plan. The future land use of this area is identified as retail and commercial. The proposed commercial development, to be occupied with future retail and restaurant tenants, fully aligns with the Town's vision for this area.

Recommendation to the Commission.

The proposed development almost fully complies with the standards and requirements of the Light Commercial (LC) zoning district, with the exception of the front landscape buffer and parking stall widths. Staff believes that the proposed Planned Development district inclusive of these two deviations from the standards, is appropriate within the context of the existing surrounding development, and would not result in any negative impacts to the area. The proposed rezoning would allow the development of additional retail and restaurant uses to further diversify the tenant mix of the overall commercial development in this area. Staff recommended approval of the request as proposed.

Commission Findings. At their regular meeting on September 2, 2021, the Planning and Zoning Commission had a discussion regarding the existing conditions of the surrounding development and how the requested deviations from the standards would allow the proposed development to provide continuity along their frontage on Little Elm Parkway. The Commission evaluated the proposed request based on the presented information, the Town's Comprehensive Plan, and Future Land Use Plan, and made a recommendation to approve the request as presented, with six in favor and zero against.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Planning and Zoning Commission recommend approval of the proposed rezoning request as presented.

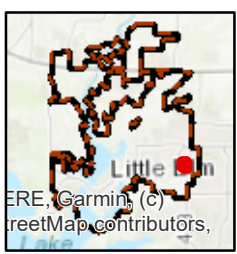
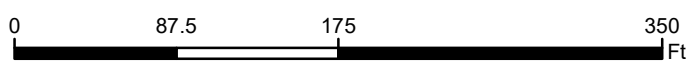
Attachments

Location Map

Ordinance No. 1639 - Cottonwood Crossing PD



Little Elm Retail Zoning Change Request



Town of Little Elm
Denton County, Tx
 Date: 8/16/2021



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**TOWN OF LITTLE ELM
ORDINANCE NO. 1639**

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING FROM LIGHT COMMERCIAL (LC) DISTRICT TO A PLANNED DEVELOPMENT – LIGHT COMMERCIAL (PD-LC) DISTRICT IN ORDER TO ALLOW A NEW COMMERCIAL DEVELOPMENT WITH MODIFIED DEVELOPMENT STANDARDS ON .99 ACRES OF LAND GENERALLY LOCATED AT 2750 LITTLE ELM PARKWAY; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Little Elm ("Town") is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Charter adopted on May 1, 2001; and

WHEREAS, the Town possesses all the rights, powers, and authorities possessed by all home rule municipalities, including the authority to regulate land uses under Chapter 211 of the Texas Local Government Code; and

WHEREAS, a request for a Planned Development-Light Commercial (PD-LC) with modified development standards on approximately .99 acres of land currently zoned Light Commercial (LC), more specifically described in the exhibits, attached hereto; and

WHEREAS, this zoning change is accordance with the most current adopted Comprehensive Plan of the Town of Little Elm; and

WHEREAS, the Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested zoning change described herein; and

WHEREAS, at its regular meeting held on September 2, 2021 the Planning & Zoning Commission considered and made recommendations on a request for a Planned Development-Light Commercial (PD-LC) (Case No. PD-21-02028); and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the request is in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

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

SECTION 1. INCORPORATION OF PREMISES. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by issuing a Planned Development-Light Commercial (PD-LC) with modified development standards in order to allow a new commercial development generally located at 2750 Little Elm Parkway, on the south side of Little Elm Parkway, approximately 280 feet west of FM 423, within Little Elm Town limits, approximately .99 acres of land more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The permitted uses and standards shall be in accordance with the Light Commercial (LC) District, unless otherwise specified herein:

- a) The Zoning and Land Use Regulations, and all conditions set forth in **Exhibit B** attached hereto and made a part hereof for all purposes shall be adhered to in their entirety for the purposes of this Planned Development-LC (PD-LC). In the event of conflict between the provisions of **Exhibit B** and provisions of any other exhibit, the provisions of **Exhibit B** control.

SECTION 4. PLANNED DEVELOPMENT MASTER PLAN The Concept Plan Exhibit and related plans, images, and documents approved and described as **Exhibit C** attached hereto and made a part hereof are approved. The subject property shall be improved in accordance with the plans set forth in **Exhibit C**.

- a) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development Master Plan expires, a new Planned Development Master Plan must be

submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two year expiration shall be granted if a development application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.

- b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council.
- c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

SECTION 5. SAVINGS. This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are indirect conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 6. ZONING MAP. The official zoning map of the Town shall be amended to reflect the changes in zoning made by this ordinance.

SECTION 7. 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 8. 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 9. 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 10. 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 19th day of October, 2021.

Town of Little Elm, Texas

Curtis Cornelious, Mayor

ATTEST:

Kate Graham, Acting Town Secretary

EXHIBIT A

LEGAL DESCRIPTION

BEING a 0.99 acre tract of land situated in the William McFadin Survey, Abstract Number 893, in the Town of Little

Elm, Denton County, Texas and being all of a called 0.986 acre tract of land described in deed to Little Elm 423

Partners, LP, recorded in Document Number 2015-89571 of the Official Records of Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with cap stamped "RPLS5686" found at the Northeast corner of said Little

Elm 423 Partners tract and the common Northwest corner of Lot 5, Block A, Cottonwood Crossing Addition, recorded

in Document Number 2013-296 of the Plat Records of Denton County, Texas and in the South Right-of-Way (R.O.W.) line of Little Elm Parkway (a variable width R.O.W.);

THENCE S 26°55'38" W with the East line of said Little Elm 423 Partners tract and the West line of said Lot 5, Block

A, a distance of 246.50 feet to an "X" cut found at the Southeast corner of said Little Elm 423 Partners tract and the common Southwest corner of said Lot 5, Block A;

THENCE N 63°04'22" W with the South line of said Little Elm 423 Partners tract, a distance of 174.02 feet to a to

an "X" cut found at the Southwest corner of said Little Elm 423 Partners tract and the common Southeast corner of

Lot 3, Block A of Cottonwood Crossing Addition, recorded in Document Number 2012-29 of the Plat Records of Denton County, Texas;

THENCE N 26°55'38" E with the West line of said Little Elm 423 Partners tract and the common East line of said Lot 3,

Block A, a distance of 249.91 feet to a PK nail found at the Northwest corner of said Little Elm 423 Partners tract and

the common Northeast corner of said Lot 3, Block A and in the South R.O.W. line of said Little Elm Parkway;

THENCE with the North line of said Little Elm 423 Partners tract and the common South R.O.W. line of said Little Elm 423 Partners tract the following courses and distances;

S 56°22'43" E, a distance of 13.74 feet to an "X" cut set;

With a curve to the left having a radius of 265.00 feet, having a delta angle of 06°41' 13", a chord bearing of

S 59°43'20" E, a chord length of 30.91 feet, and an arc length of 30.93 feet to a 1/2" iron rod with cap stamped "EAGLE SURVEYING" set;

S 63°04'22" E, a distance of 129.52 feet to the **POINT OF BEGINNING** and containing 0.99 acres of land more or less.

EXHIBIT B

COTTONWOOD CROSSING PLANNED DEVELOPMENT DISTRICT STATEMENT OF INTENT AND PURPOSE

This zoning submittal encompasses approximately .99 total acres of land within the Town of Little Elm more fully described on the legal description attached as Exhibit A (the “Property”). The proposed use for the Property is to provide a commercial development. This planned development (“PD”) will provide the zoning regulations necessary to develop the site and final layout, which must generally conform to the concept plan and associated plans provided in Exhibit C.

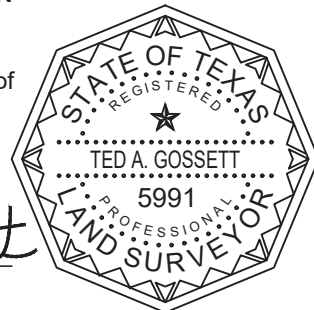
It is the intent of this PD to keep the base zoning for the Property as Light Commercial (LC) with the following modified standards, as shown in Exhibit C:

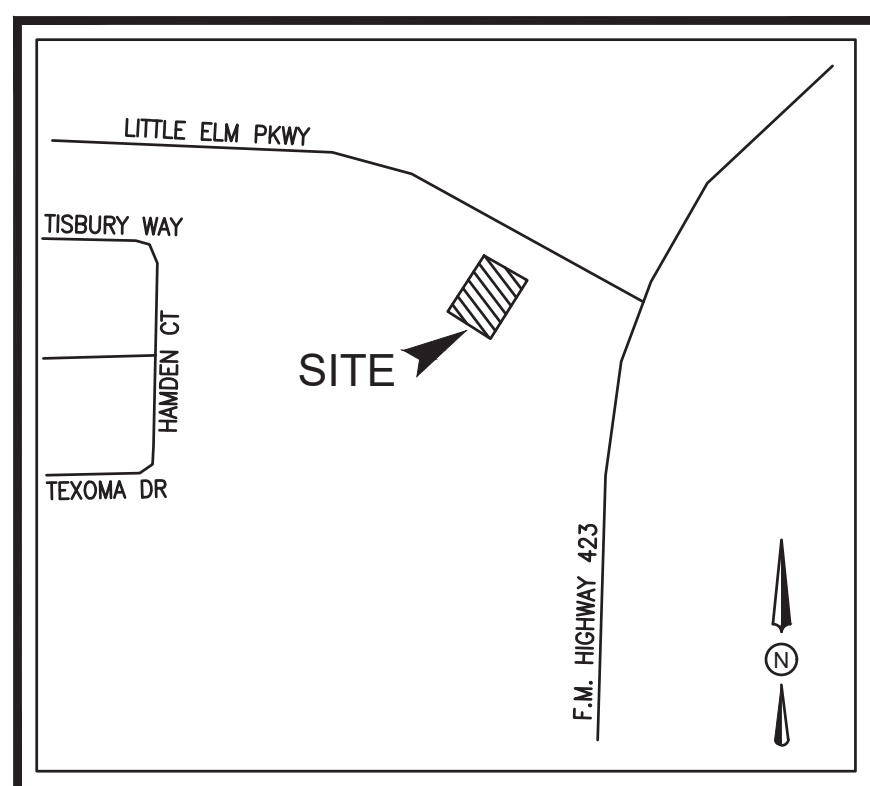
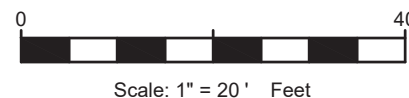
1. 20-foot Front Landscape Buffer
2. 9-foot Parking Stall Width

The permitted uses and all other standards shall be in accordance with the Light Commercial (LC) zoning district.

EXHIBIT C

PLANS





VICINITY MAP
N.T.S.












BENCHMARKS

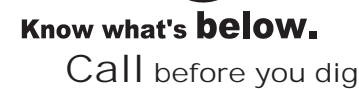
THREE (3) SITE TBM X-CUT BENCHMARKS. SEE PLAN FOR LOCATION AND ELEVATIONS. ELEVATIONS SHOWN ON THIS SURVEY ARE MEASURED IN U.S. FEET AND ARE BASED ON GPS OBSERVATIONS UTILIZING THE ALLTERRA RTK NETWORK. NORTH AMERICAN VERTICAL DATUM OF 1988, (GEOID 12A).

EXISTING LEGEND

DOC. NO.	Document Number		Electric Box		Water Meter		Building
O.R.D.C.T.	Official Records, Denton County, Texas		Light Pole		Water Valve		
P.R.D.C.T.	Plat Records, Denton County, Texas		Electric Utility Mark		Fire Hydrant		Concrete
F.F.	Finished		Gas Utility Mark		Fire Valve		
FLA.D.U.E.	Fire Lane Access Drainage & Utility Easement		Sanitary Manhole		Telecommunications Vault		Buried Cable Sign
			Storm Drain Manhole		Fiber Optics Utility Mark		

GRADING LEGEND

EXISTING ELEVATION	464.00 EX
EXISTING MINOR CONTOURS	464
EXISTING MAJOR CONTOURS	465
MINOR CONTOURS	464
MAJOR CONTOURS	465
SWALE	
STORM PIPE	STM->
FINISH FLOOR ELEVATION	467.00 FF
TOP OF CURB ELEVATION	466.00 TC
GUTTER ELEVATION	465.50 G
SIDEWALK ELEVATION	465.00 SW
TOP OF PAVEMENT	464.00 TP
GROUND ELEVATION	463.00 GR
DRAINAGE FLOW DIRECTION	1% 
CURB INLET	
SANITARY SEWER MANHOLE	
SANITARY SEWER CLEANOUT	
SANITARY SEWER DOUBLE CLEANOUT	
SANITARY SEWER SAMPLE PORT	
GREASE TRAP	
DOMESTIC WATER METER	
IRRIGATION METER	
GAS METER	
TRANSFORMER	



OWNER:
LIN ZHANG
WELONGMARK@GMAIL.COM
13098 CATERPILLAR DR.
FRISCO, TX 75035
870-275-0696

[illegible]

DESIGNED BY:

DRAWN BY:

CHECKED BY:

SUBMITTED BY:

1333 W. McDermott Dr. | 21 Crockett

Suite 150
Irvine

Allen, TX 75013 | CA 92620

DATE: 07/21/2021

OB NO.: 20210408.0

LITTLE ELM RETAIL
27500 LITTLE ELM PARKWAY
DENTON COUNTY
LITTLE ELM, TX 75068
LOT 4, BLOCK A, COTTONWOOD CROSSING ADDITION
WILLIAM MCFADIN SURVEY, ABSTRACT NUMBER 893
0.99 ACRES (42,950 S.F.)

0.99 ACRES (42,950 S.F.)
GRADING PLAN

PRELIMINARY
FOR INTERIM REVIEW ONLY
NOT TO BE USED FOR:
CONSTRUCTION OR
BIDDING PURPOSES.

SHEET NO.

C-301

FOR REFERENCE ONLY

LEGEND

- F.H. FIRE HYDRANT
- OX SET CHISELED "X" SET
- O.F.X. CHISELED "X" FOUND
- O.F.R. IRON ROD FOUND (SIZE AS NOTED)
- O.S.R. IRON ROD SET (SIZE AS NOTED)
- PP OVERHEAD UTILITY POLE W/ GUY
- UE UT UNDERGROUND ELECTRIC OR TELEPHONE
- LP LIGHT POLE
- SSMH SANITARY SEWER MANHOLE
- O.C.O. SAN. SWR. CLEAN OUT
- O.G.V. GAS VALVE
- O.W.V. WATER VALVE
- TREE
- EXIST. CONTOUR
- PROP. CONTOUR
- # DRAINAGE AREA NUMBER
- AC. ACRES
- CFS Q100

0 20' 40' 80'

1"=40'

HYDRAULIC DATA ON-SITE (B)

$Q = C \times I \times A$

D.A. No.	AREA (acres)	Tc (min.)	C (runoff)	I ₁₀ (in/hr)	Q ₁₀ (cfs)	REMARKS
Z01B	0.14	10	0.90	7.93	1.00	SHEET FLOW TO PROP. 15" CURB INLET
Z02B	0.31	10	0.90	7.93	2.21	SHEET FLOW TO PROP. 15" CURB INLET
Z03B	0.27	10	0.90	7.93	1.93	SHEET FLOW TO PROP. 15" CURB INLET
Z04B	0.26	10	0.90	7.93	1.86	SHEET FLOW TO PROP. 15" CURB INLET
Z05B	0.22	10	0.90	7.93	1.57	SHEET FLOW TO PROP. DROP INLET
Z20B	3.20	10	0.55	7.93	13.96	SHEET FLOW TO PROP. DROP INLET
TOTAL					22.53	

HYDRAULIC DATA OFF-SITE (A)

$Q = C \times I \times A$

D.A. No.	AREA (acres)	Tc (min.)	C (runoff)	I ₁₀ (in/hr)	Q ₁₀ (cfs)	REMARKS
Z01A	0.37	10	0.90	7.93	2.64	SHEET FLOW TO PROP. 15" CURB INLET
Z02A	0.19	10	0.90	7.93	1.36	SHEET FLOW TO PROP. 15" CURB INLET
Z03A	0.19	10	0.90	7.93	1.36	SHEET FLOW TO PROP. 15" CURB INLET
Z04A	0.20	10	0.90	7.93	1.43	SHEET FLOW TO PROP. 15" CURB INLET
Z05A	0.30	10	0.90	7.93	2.14	SHEET FLOW TO PROP. 15" CURB INLET
Z20A1	0.30	10	0.55	7.93	1.31	SHEET FLOW TO PROP. DROP INLET
Z20A2	0.76	10	0.55	7.93	3.31	SHEET FLOW TO PROP. DROP INLET

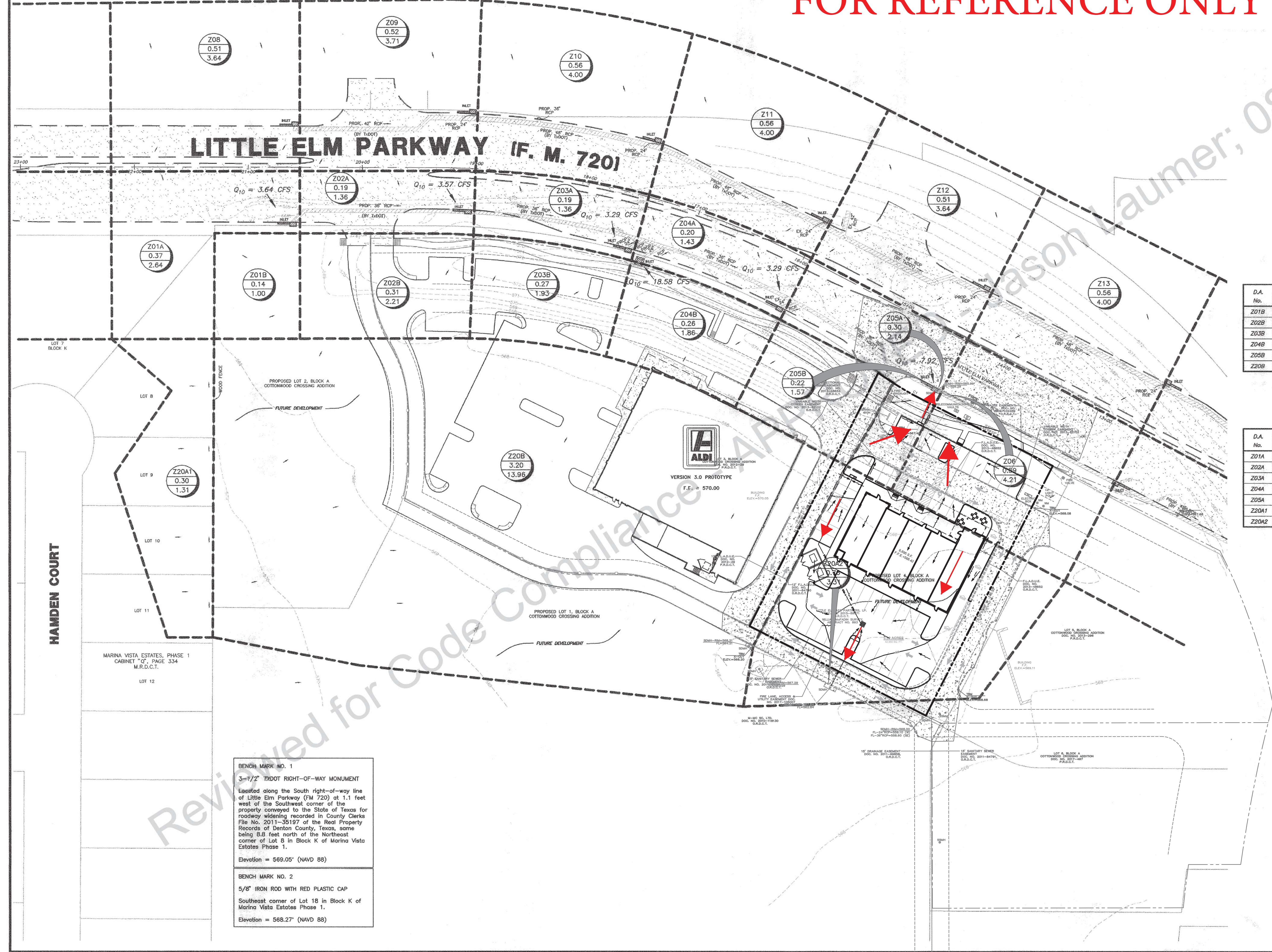
NOTE

DRAINAGE DIVIDES & HYDRAULIC DATA SHOWN ARE BASED UPON PLANS FOR F.M. HIGHWAY NO. 423 PREPARED BY JACOBS ENGINEERING GROUP, INC. DATED: JANUARY 2009

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY BRYAN M. BURGER, P.E. 90880 ON 8-4-11

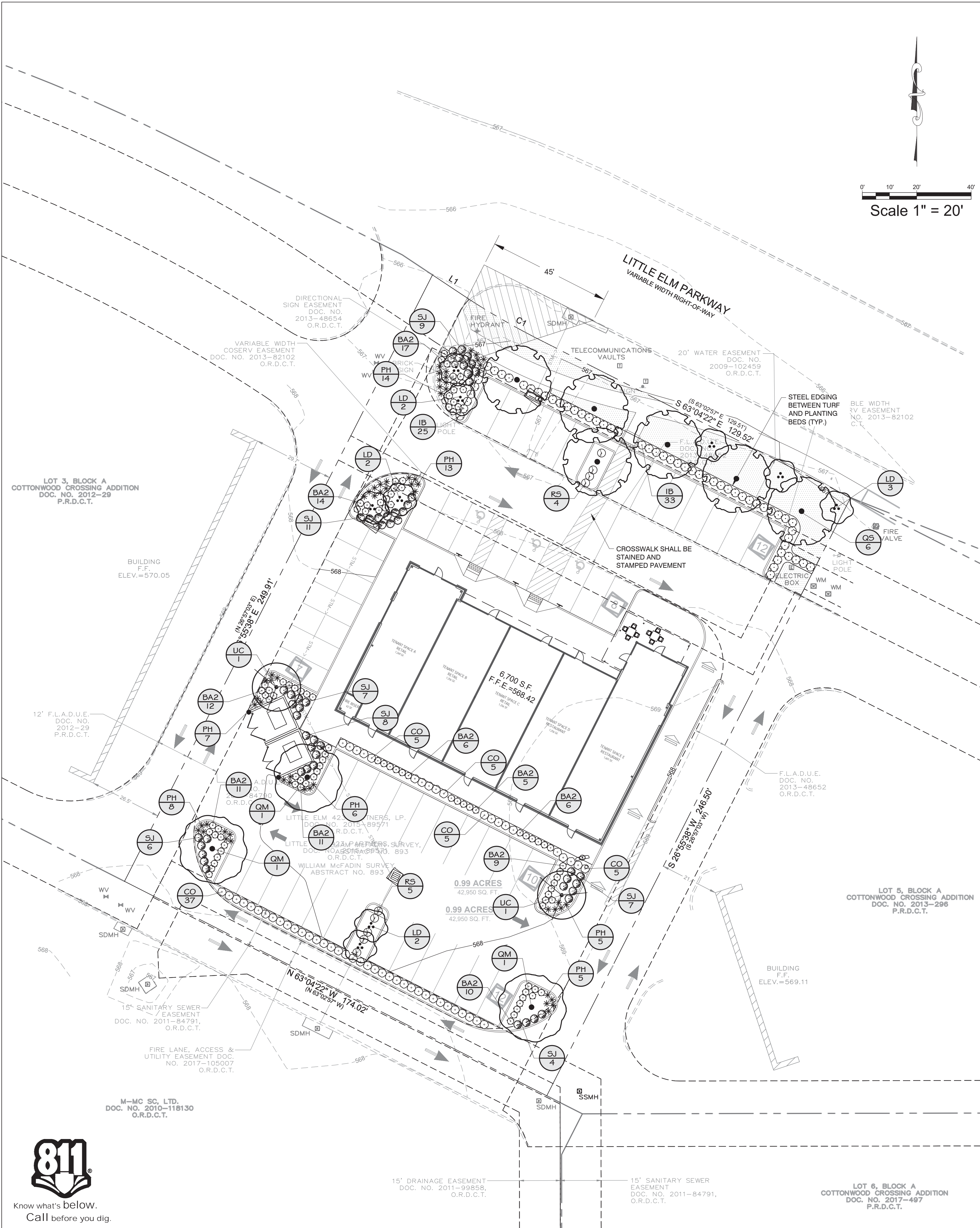


REV.	DATE	REMARKS
TxDOT PROPOSED DRAINAGE AREA MAP		
ALDI GROCERY STORE		
LOT 3, BLOCK A - COTTONWOOD CROSSING ADDN.		
THE TOWN OF LITTLE ELM, TEXAS		
B. BURGER ENGINEERING		
17103 Preston Road, Suite 180N Dallas, Texas 75248 Office: 972.630.3360 Fax: 972.630.3380 TBP E-12997		
DESIGN	DRAWN	DATE
BMB	JAC	2/09/11
SCALE	NOTES	FILE
1"=40'	D.P.	007-002 DAMAP
NO.	C-6.1	

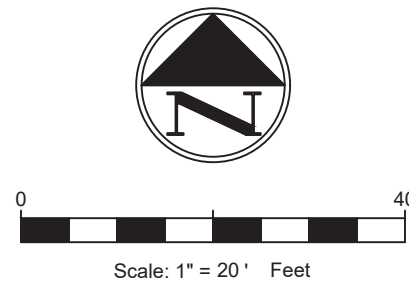


BENCH MARK NO. 1
3-1/2" IRON ROD RIGHT-OF-WAY MONUMENT
Located along the South right-of-way line of Little Elm Parkway (F.M. 720) at 1.1 feet west of the Southwest corner of the property conveyed to the State of Texas for roadway widening recorded in County Clerks File No. 2011-35197 of the Real Property Records of Denton County, Texas, some being 8.8 feet north of the Northeast corner of Lot 8 in Block K of Marina Vista Estates Phase 1.
Elevation = 569.05' (NAVD 88)

BENCH MARK NO. 2
5/8" IRON ROD WITH RED PLASTIC CAP
Southeast corner of Lot 18 in Block K of Marina Vista Estates Phase 1.
Elevation = 568.27' (NAVD 88)



Scale 1" = 20'



PLANT SCHEDULE

TREES	CODE	BOTANICAL / COMMON NAME	SIZE	ROOT	HEIGHT	QTY	
	QM	Quercus macrocarpa / Burr Oak	CONT.	2" CAL.	8' -10' HT	3	
	QS	Quercus shumardii / Shumard Red Oak	CONT.	2" CAL.	8' -10' HT	6	
	UC	Ulmus crassifolia / Cedar Elm	CONT.	2" CAL.	8' -10' HT	2	
ORNAMENTAL TREES	CODE	BOTANICAL / COMMON NAME	SIZE	ROOT	HEIGHT	QTY	
	LD	Lagerstroemia indica 'Dallas Red' / Dallas Red Crape Myrtle	2" Cal.	B&B	6 min. <small>(minimum height)</small>	9	
SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	TYPE	SPACING	QTY
	BA2	Berberis thunbergii 'Atropurpurea Nana' / Dwarf Red Leaf Japanese Barberry 36" at the time of planting	3 gal	Cont.		30" o.c.	101
	CO	Chaenomeles speciosa 'Orange Storm' TM / Double Take Orange Storm Flowering Quince 36" at the time of planting	3 gal	Cont.		36" o.c.	57
	IB	Ilex cornuta 'Burfordii Nana' / Dwarf Burford Holly	---	Cont.		36" o.c.	58
	PH	Pennisetum alopecuroides 'Hameln' / Hameln Fountain Grass	3 gal	Cont.		30" o.c.	58
	RS	Rhaphiolepis indica 'Snow White' / Snow White Indian Hawthorn	3 gal			36" o.c.	9
	SJ	Spiraea japonica 'Alpina' / Daphne Japanese Spirea	3 gal	Cont.		36" o.c.	52
SOD/SEED	CODE	BOTANICAL / COMMON NAME	QTY				
	CD	Cynodon dactylon 'Tif 419' / Tif 419 Bermuda Grass	2,048 sf				

LITTLE ELM STANDARD LANDSCAPE NOTES

- THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING. ALL REQUIRED LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING AND SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING.
- LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT A PART OF THE LANDSCAPING.
- NO SUBSTITUTIONS FOR PLANT MATERIALS ARE ALLOWED WITHOUT WRITTEN APPROVAL BY THE DIRECTOR AND ACKNOWLEDGED BY AN APPROVAL STAMP ON THE LANDSCAPE PLAN. THE RIGHT-OF-WAY ADJACENT TO REQUIRED LANDSCAPE AREAS SHALL BE MAINTAINED BY THE ADJACENT PROPERTY OWNER IN THE SAME MANNER AS THE REQUIRED LANDSCAPE AREA. ALL DRIVEWAYS WILL MAINTAIN VISIBILITY AS APPROVED BY THE DIRECTOR. ALL PLANTINGS INTENDED FOR EROSION CONTROL WILL BE MAINTAINED. THE TOWN MAY REQUIRE REVEGETATION TO PREVENT EROSION OR SLIPPAGE.
- ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIALS WHICH DIE SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE, WITHIN THIRTY (30) DAYS OR A DATE APPROVED BY THE DIRECTOR, BASED ON CURRENT SEASONS AND WEATHER CONDITIONS (E.G. DROUGHT OR FREEZE).
- WHEN POWER LINES ARE PRESENT, TREES SHALL NOT BE PLANTED UNDERNEATH AND SHOULD BE ORIENTED IN A MANNER TO AVOID CONFLICT. SUBSTITUTION OF PLANT MATERIAL IS NOT ALLOWED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE DIRECTOR.
- ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
- ALL TREES ARE TO BE EQUIPPED WITH A BUBBLER IRRIGATION SYSTEM.
- REQUIRED LANDSCAPED OPEN AREAS AND DISTURBED SOIL AREAS SHALL BE COMPLETELY COVERED WITH LIVING PLANT MATERIAL, PER THE LANDSCAPE ORDINANCE.
- ALL STREETSCAPE FURNITURE (BENCHES, BOLLARDS, LAMPPOSTS, TRASH RECEPTACLES, PATIO FURNITURE, BIKE RACKS, ETC.) SHALL BE A CHIP AND FLAKE RESISTANT METAL, DECORATIVE, AND GENERALLY BLACK "STORM CLOUD" IN COLOR. (ORD. NO. 986, § 2, 10-20-2009)
- ALL LANDSCAPE AREAS SHALL BE PROTECTED BY A RAISED 4" MINIMUM CONCRETE CURB AND/OR CONCRETE WHEEL STOP. WHEEL STOPS ARE REQUIRED FOR ALL PERIMETER PARKING SPACES.

LANDSCAPE CALCULATIONS

INTERIOR LANDSCAPE REQUIREMENTS	
GROSS VEHICULAR USE AREA (VUA):	20,199 SF
LANDSCAPE AREA REQUIRED:	2,019 SF (10% OF VUA)
LANDSCAPE AREA PROVIDED:	6,399 SF (31.6%)
TREES REQUIRED:	5 TREES (1 TREE PER 400 SF OF REQ'D LSAREA)
TREES PROVIDED:	20 TREES
1 TREE PER LANDSCAPED ISLAND	
8 ISLANDS = 8 TREES REQUIRED	8 TREES PROVIDED
1 TREE IN TREE GRATE PER 1,000 OF BUILDING	
7,004 SF OF BUILDING = 7 TREES	7 TREES PROVIDED
PERIMETER LANDSCAPE REQUIREMENTS	
CANOPY TREES REQUIRED - LITTLE ELM PKWY:	6 TREES (1 PER 30 LF OF FRONTAGE, 174 LF TOTAL)
CANOPY TREES PROVIDED - LITTLE ELM PKWY:	6 TREES
ORNAMENTAL TREES REQUIRED - LITTLE ELM PKWY:	1 TREES (1 PER 5 CANOPY TREES)
ORNAMENTAL TREES PROVIDED - LITTLE ELM PKWY:	1 TREES

LANDSCAPE POINTS	
TOTAL SITE AREA:	42,950 SF (.99 ACRES)
POINTS REQUIRED:	25 POINTS
ENHANCED HARDSCAPE	5 POINTS
SHADED OUTDOOR SEATING	5 POINTS
ENHANCED SITE CANOPY	5 POINTS
ENHANCED LANDSCAING	5 POINTS
(OTHER) PLANTER AREAS AROUND THE BUILDING WITH EXPANDED HARDSCAPE PEDESTRIAN SPACE AROUND THE BUILDINGS.	5 POINTS
TOTAL POINTS PROVIDED	25 POINTS



DATE: 8/18/21

DESIGNED BY:
DRAWN BY:
CHECKED BY:
SUBMITTED BY:

1333 W. McDermott Dr.
Suite 150
Allen, TX 75013

DATE: 04/13/2021

LITTLE ELM PARKWAY & F.M. HWY. 423
LITTLE ELM
DENTON COUNTY, TX 75068

LANDSCAPE PLAN

PRELIMINARY
FOR INTERIM REVIEW ONLY
NOT TO BE USED FOR
CONSTRUCTION OR
BIDDING PURPOSES.

SHEET NO.

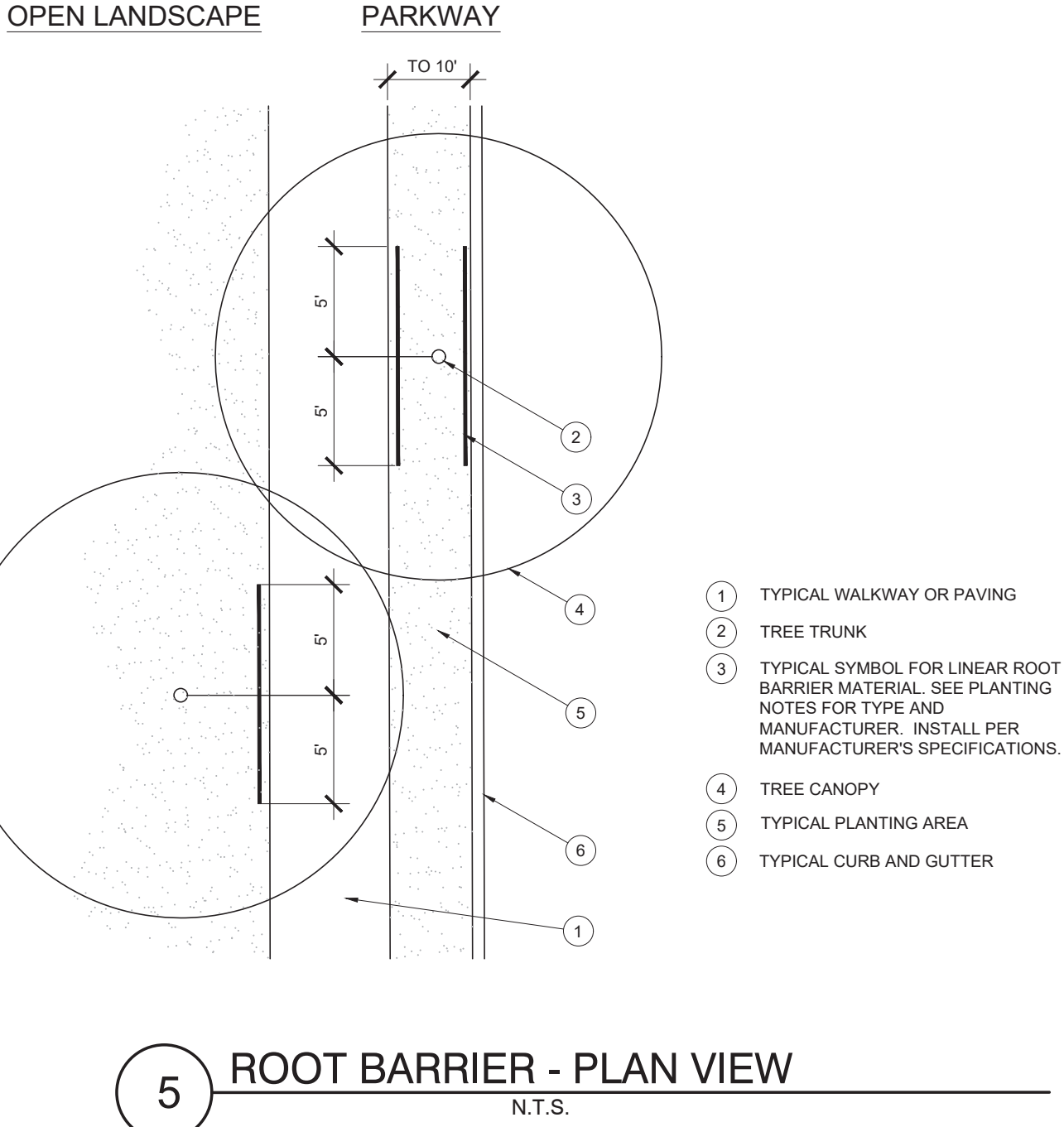
LP-1

PLANTING SPECIFICATIONS

GENERAL	
A. QUALIFICATIONS OF LANDSCAPE CONTRACTOR	B. GENERAL PLANTING
1. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING.	1. REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS.
2. A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER FOR FURTHER QUALIFICATION MEASURES.	2. EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE MANUFACTURER'S RECOMMENDED RATE.
3. THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID NURSERY AND FLORAL CERTIFICATE ISSUED BY THE TEXAS DEPARTMENT OF AGRICULTURE, AS WELL AS OPERATE UNDER A COMMERCIAL PESTICIDE APPLICATOR LICENSE ISSUED BY EITHER THE TEXAS DEPARTMENT OF AGRICULTURE OR THE TEXAS STRUCTURAL PEST CONTROL BOARD.	3. TRENCING NEAR EXISTING TREES: a. CONTRACTOR SHALL NOT DISTURB ROOTS 1-1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES, AND SHALL EXERCISE ALL POSSIBLE CARE AND PRECAUTIONS TO AVOID INJURY TO TREE ROOTS, TRUNKS, AND BRANCHES. THE CRZ IS DEFINED AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE TRUNK, WITH A RADIUS EQUAL TO 1' FOR EVERY 1" OF TRUNK DIAMETER-AT-BREAST-HEIGHT (4.5' ABOVE THE AVERAGE GRADE AT THE TRUNK). b. ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE EXCAVATION OR TRENCING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ. c. ALTER ALIGNMENT OF PIPE TO AVOID TREE ROOTS 1-1/2" AND LARGER IN DIAMETER. WHERE TREE ROOTS 1-1/2" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS. WRAP EXPOSED ROOTS WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST. CLOSE ALL TRENCHES WITHIN THE CANOPY DRIP LINES WITHIN 24 HOURS. d. ALL SEVERED ROOTS SHALL BE HAND PRUNED WITH SHARP TOOLS AND ALLOWED TO AIR-DRY. DO NOT USE ANY SORT OF SEALERS OR WOUND PAINTS.
B. SCOPE OF WORK	C. TREE PLANTING
4. WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION, INSTALLATION AND COMPLETION OF ALL WORK, SPECIFIED HEREIN AND / OR SHOWN ON THE LANDSCAPE PLANS, NOTES, AND DETAILS.	1. TREE PLANTING HOLES SHALL BE EXCAVATED TO MINIMUM WIDTH OF TWO TIMES THE WIDTH OF THE ROOTBALL, AND TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL LESS TWO TO FOUR INCHES ABOVE THE SURROUNDING GRADE.
5. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.	2. SCARIFY THE SIDES AND BOTTOM OF THE PLANTING HOLE PRIOR TO THE PLACEMENT OF THE TREE. REMOVE ANY GLAZING THAT MAY HAVE BEEN CAUSED DURING THE EXCAVATION OF THE HOLE.
6. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK.	3. FOR CONTAINER AND BOX TREES, TO REMOVE ANY POTENTIALLY GIRDLING ROOTS AND OTHER ROOT DEFECTS, THE CONTAINER 1" LAYER OFF OF THE SIDES AND BOTTOM OF THE ROOTBALL OF ALL TREES, JUST BEFORE PLACING INTO THE PLANTING PIT, DO NOT "TEASE" ROOTS OUT FROM THE ROOTBALL.
PRODUCTS	4. INSTALL THE TREE ON UNDISTURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO FOUR INCHES ABOVE THE SURROUNDING GRADE.
A. ALL MANUFACTURED PRODUCTS SHALL BE NEW.	5. BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1" DIA. AND ALL OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK, USE STORED TOPSOIL FROM ON-SITE OR IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IMPORTED TOPSOIL SHALL BE OF SIMILAR TEXTURAL CLASS AND COMPOSITION IN THE ON-SITE SOIL.
B. CONTAINER AND BALLED-AND-BURLAPPED PLANTS:	6. THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUMS LISTED BELOW) WILL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DISCRETION. SHOULD ANY TREES FALL OR LEAN, THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN THE TREE, OR REPLACE IT SHOULD IT BECOME DAMAGED. TREE STAKING SHALL ADHERE TO THE FOLLOWING GUIDELINES: a. 1"-2" TRUNK TREES TWO STAKES PER TREE b. 2-12"4" TREES THREE STAKES PER TREE c. TREES OVER 4" CALIPER GUY AS NEEDED d. MULTI-TRUNK TREES THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE.
1. FURNISH NURSERY-GROWN PLANTS COMPLYING WITH ANSI Z60 1-2004. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT. ALL PLANTS WITHIN A SPECIES SHALL HAVE SHOWN ONE OF A FORM TYPICAL FOR THE SPECIES. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE, AND WITH SIMILAR CLIMATIC CONDITIONS.	7. UPON COMPLETION OF PLANTING, CONSTRUCT AN EARTH WATERING BASIN AROUND THE TREE. COVER THE INTERIOR OF THE TREE RING WITH THE WEED BARRIER CLOTH AND TOPDRESS WITH MULCH (TYPE AND DEPTH PER PLANS).
2. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED ROOT SYSTEMS, NON-POT-BOUND, FREE FROM EXCAVATING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS).	D. SHRUB, PERENNIAL, AND GROUNDCOVER PLANTING
3. ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTABLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT AND OWNER SHALL BE THE SOLE JUDGES AS TO THE ACCEPTABILITY OF PLANT MATERIAL.	1. DIG THE PLANTING HOLES TWICE AS WIDE AND 2" LESS DEEP THAN EACH PLANT'S ROOTBALL. INSTALL THE PLANT IN THE HOLE. BACKFILL AROUND THE PLANT WITH SOIL AMENDED PER SOIL TEST RECOMMENDATIONS.
4. ALL TREES SHALL BE STANDARD IN FORM, UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.	2. INSTALL THE WEED BARRIER CLOTH, OVERLAPPING IT AT THE ENDS. UTILIZE STEEL STAPLES TO KEEP THE WEED BARRIER CLOTH IN PLACE.
5. CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER, AND TWELVE INCHES ABOVE THE ROOT FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER.	3. WHEN PLANTING IS COMPLETE, INSTALL MULCH (TYPE AND DEPTH PER PLANS) OVER ALL PLANTING BEDS, COVERING THE ENTIRE PLANTING AREA.
6. MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL.	F. CLEAN UP
7. ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED, SHALL BE REJECTED.	1. DURING LANDSCAPE PREPARATION AND PLANTING, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS IN A NEAT, ORDERLY CONDITION.
C. SOD. PROVIDE WELL-ROOTED SOD OF THE VARIETY NOTED ON THE PLANS. SOD SHALL BE CUT FROM HEALTHY, MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOD.	2. DISPOSED LEGALLY OF ALL EXCAVATED MATERIALS OFF THE PROJECT SITE.
D. TOPSOIL: SANDY TO CLAY LOAM TOPSOIL, FREE OF STONES LARGER THAN 1/2" INCH, FOREIGN MATTER, PLANTS, ROOTS, AND SEEDS.	J. INSPECTION AND ACCEPTANCE
E. COMPOST: WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, pH RANGE OF 5.5 TO 8; MOISTURE CONTENT 35 TO 55 PERCENT BY WEIGHT; 100 PERCENT PASSING THROUGH 3/4-INCH SIEVE; SOLUBLE SALT CONTENT OF 5 TO 10 DECISEMENS/ML, NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS. NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED.	1. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY.
F. FERTILIZER: GRANULAR FERTILIZER CONSISTING OF NITROGEN, PHOSPHORUS, POTASSIUM, AND OTHER NUTRIENTS IN PROPORTIONS, AMOUNTS, AND RELEASE RATES RECOMMENDED IN A SOIL REPORT FROM A QUALIFIED SOIL-TESTING AGENCY (SEE BELOW).	3. WHEN THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS.
G. MULCH: SIZE AND TYPE AS INDICATED ON PLANS, FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS.	4. THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL COMMENCE.
H. WEED FABRIC: 5 OUNCE, WOVEN, NEEDLE-PUNCHED FABRIC, SUCH AS DEWITT PROS LANDSCAPE FABRIC (OR APPROVED EQUAL).	K. LANDSCAPE MAINTENANCE
I. TREE STAKING AND GUYING	1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR 90 DAYS BEYOND FINAL ACCEPTANCE OF ALL LANDSCAPE WORK BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING, RESTAKING OF TREES, RESETTILING OF PLANTS THAT HAVE SETTLED, MOVING AND ABRATION OF LAWNS, WEEDING, RESEEDING AREAS WHICH HAVE NOT GERMINATED WELL, TREATING FOR INSECTS AND DISEASES, REPLACEMENT OF MULCH, REMOVAL OF LITTER, REPAIRS TO THE IRRIGATION SYSTEM DUE TO FAULTY PARTS AND/OR WORKMANSHIP, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.
1. STAKES: 6' LONG GREEN METAL T-POSTS.	2. SHOULD SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL, HEALTHY STAND OF GRASS AT NO ADDITIONAL COST TO THE OWNER.
2. GUY AND TIE WIRE: ASTM A 641, CLASS 1, GALVANIZED-STEEL WIRE, 2-STRAND, TWISTED, 0.106 INCH DIAMETER.	3. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR: a. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE. b. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE. c. SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING. HYDROMULCHED AREAS SHALL SHOW ACTIVE, HEALTHY GROWTH. BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESEEDDED OR RESEEDDED (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED.
3. STRAP CHAFING GUARD: REINFORCED NYLON OR CANVAS AT LEAST 1-1/2 INCH WIDE, WITH GROMMETS TO PROTECT TREE TRUNKS FROM DAMAGE.	L. WARRANTY PERIOD, PLANT GUARANTEE AND REPLACEMENTS
M. STEEL EDGING: PROFESSIONAL STEEL EDGING, 1/4 GAUGE THICK X 4 INCHES WIDE, FACTORY PAINTED DARK GREEN. ACCEPTABLE MANUFACTURERS INCLUDE COL-MET OR APPROVED EQUAL.	1. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, SEEDED/HYDROMULCHED AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S FINAL ACCEPTANCE (90 DAYS FOR ANNUAL PLANTS). THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE OWNER, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
N. PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.	2. AFTER THE INITIAL MAINTENANCE PERIOD AND DURING THE GUARANTEE PERIOD, THE LANDSCAPE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR REPLACEMENT OF PLANTS WHEN PLANT DEATH CANNOT BE ATTRIBUTED DIRECTLY TO OVERWATERING OR OTHER DAMAGE BY HUMAN ACTIONS.
METHODS	3. PROVIDE A MINIMUM OF (2) COPIES OF RECORD DRAWINGS TO THE OWNER UPON COMPLETION OF WORK. A RECORD DRAWING IS A RECORD OF ALL CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE DOCUMENTED THROUGH CHANGE ORDERS, ADDENDA, OR CONTRACTOR/CONSULTANT DRAWING MARKUPS.
A. SOIL PREPARATION	
1. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +0.1' OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST.	
2. SOIL TESTING	
a. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY FOR THE FOLLOWING: SOIL TEXTURAL CLASS, GENERAL SOIL FERTILITY, pH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT. EACH SAMPLE SUBMITTED SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL.	
b. CONTRACTOR SHALL ALSO SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL SAMPLES.	
c. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): GENERAL SOIL PREPARATION AND BACKFILL MIXES, PRE-PLANT FERTILIZER APPLICATIONS, AND ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.	
3. THE CONTRACTOR SHALL INSTALL SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT RECOMMENDATIONS. ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR DECREASE, SHALL BE SUBMITTED TO THE OWNER WITH THE REPORT.	
4. FOR BIDDING PURPOSES ONLY, THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING:	
a. TURF: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING.	
i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.	
ii. AMMONIUM PHOSPHATE 16-20-0 - 15 LBS PER 1,000 S.F.	
iii. AGRICULTURAL GYPSUM - 100 LBS PER 1,000 S.F.	
b. TREES, SHRUBS, AND PERENNIALS: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING.	
i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.	
ii. 12-12-12 FERTILIZER - 10 LBS. PER CU. YD.	
iii. AGRICULTURAL GYPSUM - 10 LBS. PER CU. YD.	
iv. IRON SULPHATE - 2 LBS. PER CU. YD.	
4. CONTRACTOR SHALL ENSURE THAT THE GRADE IN SOD AREAS SHALL BE 1" BELOW FINISH GRADE BEFORE INSTALLING SOIL AMENDMENTS, AND 2" BELOW FINISH GRADE IN SHRUB AREAS BEFORE INSTALLING SOIL AMENDMENTS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL.	
5. ONCE SOIL PREPARATION IS COMPLETE, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THERE ARE NO DEBRIS, TRASH, OR STONES LARGER THAN 1" REMAINING IN THE TOP 6" OF SOIL.	

OPEN LANDSCAPE

PARKWAY



GUYING DETAIL

2" OR LESS CALIPER

MORE THAN 2" CALIPER

4'-0" MIN.

3'-0" MIN.

16"

2X

UNDISTURBED SOIL

PEDISTAL

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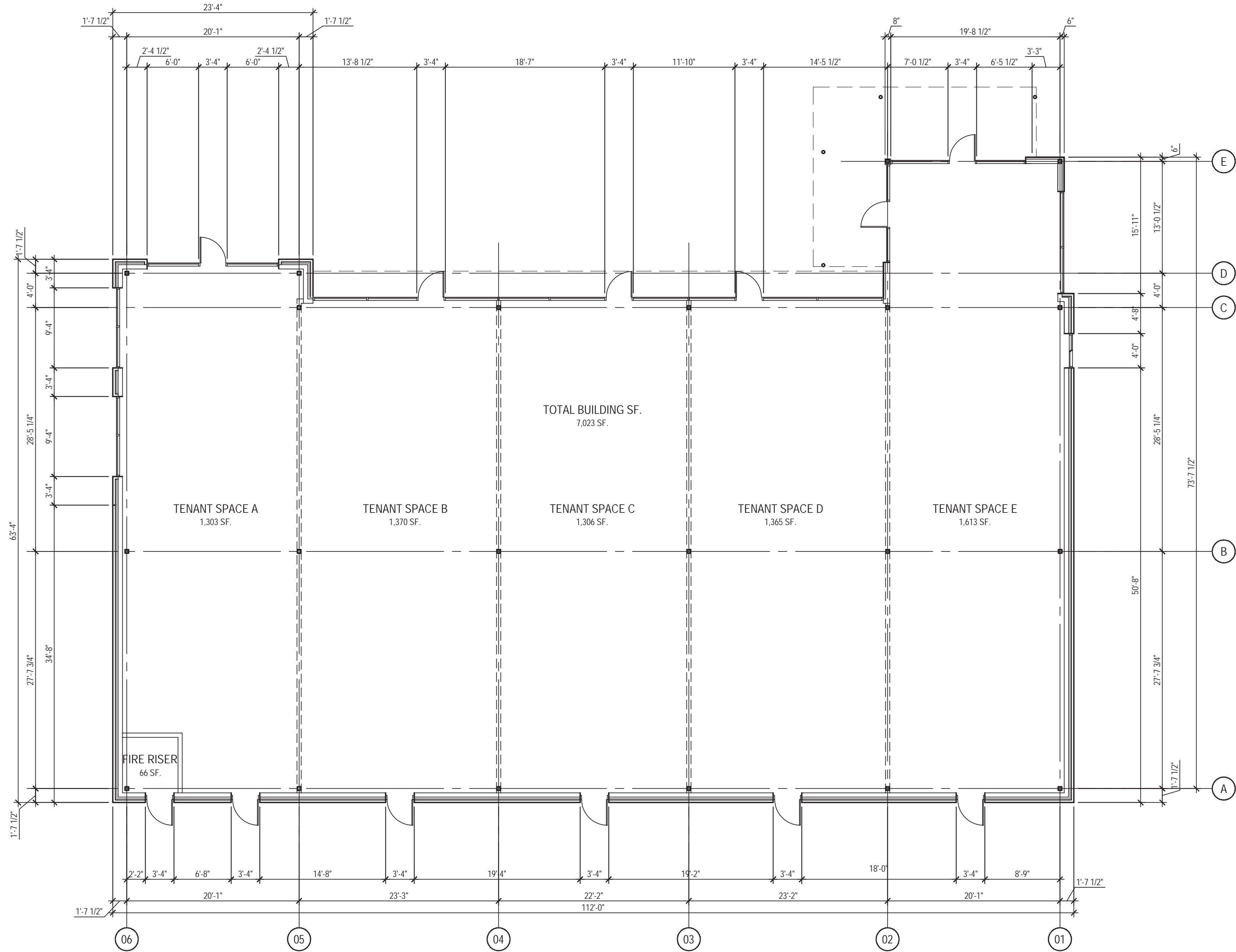
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LITTLE ELM RETAIL

LITTLE ELM PRKWAY, AND F.M. HWY. 423
LITTLE ELM, TEXAS 75068

△	DATE	DESCRIPTION
	06-01-2021	-

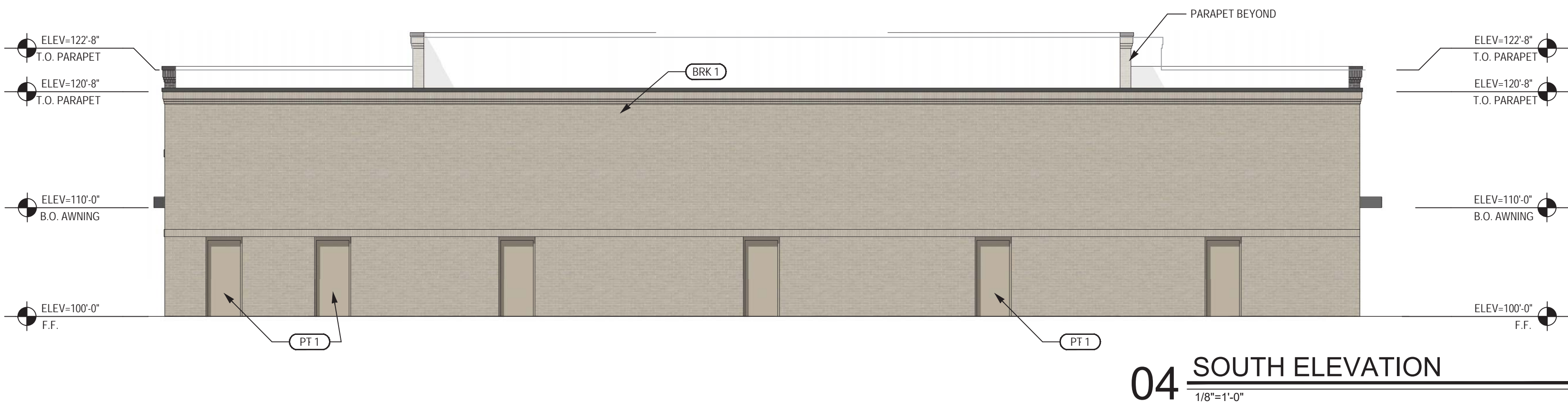
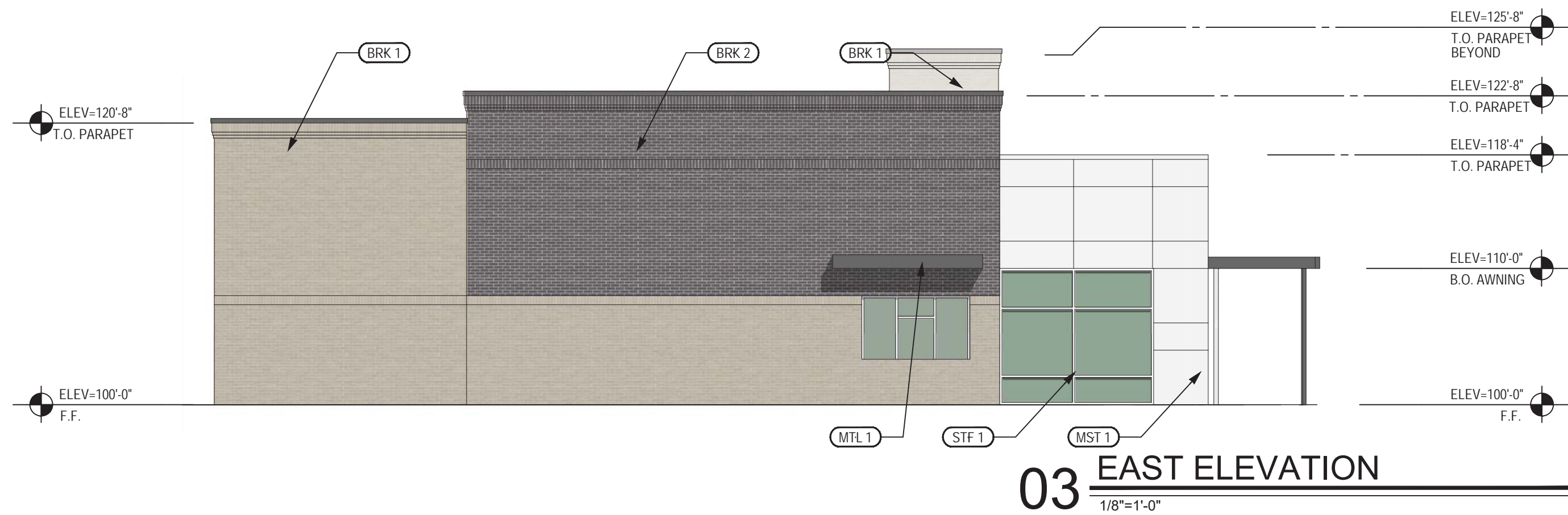
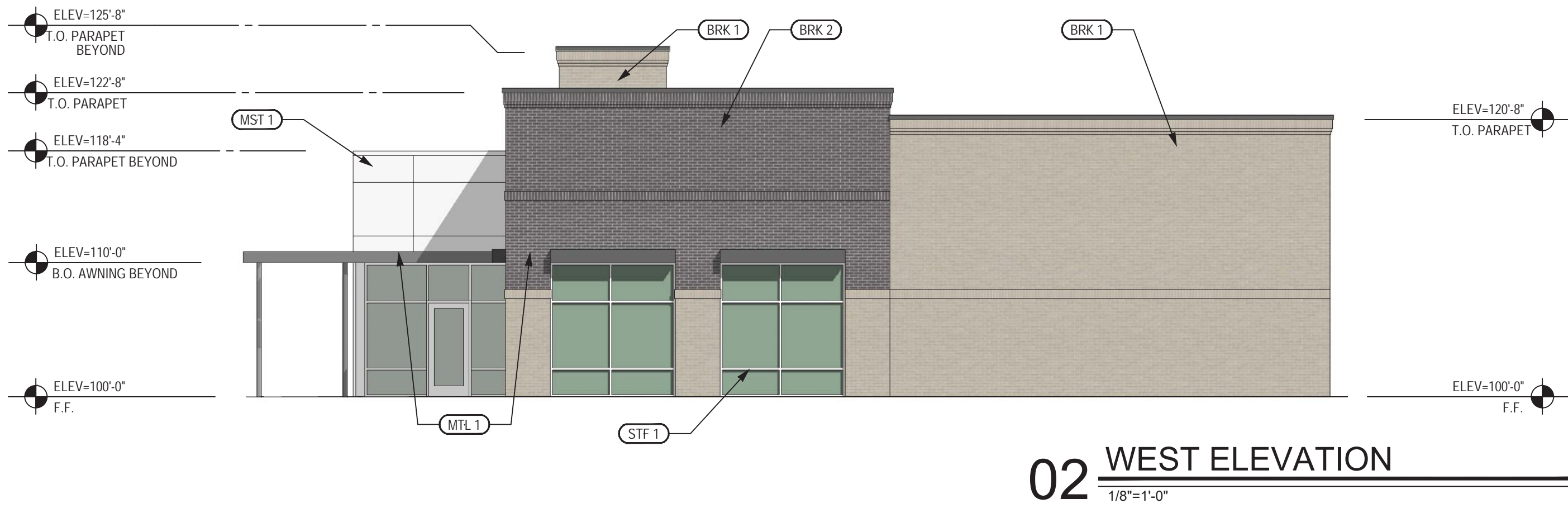
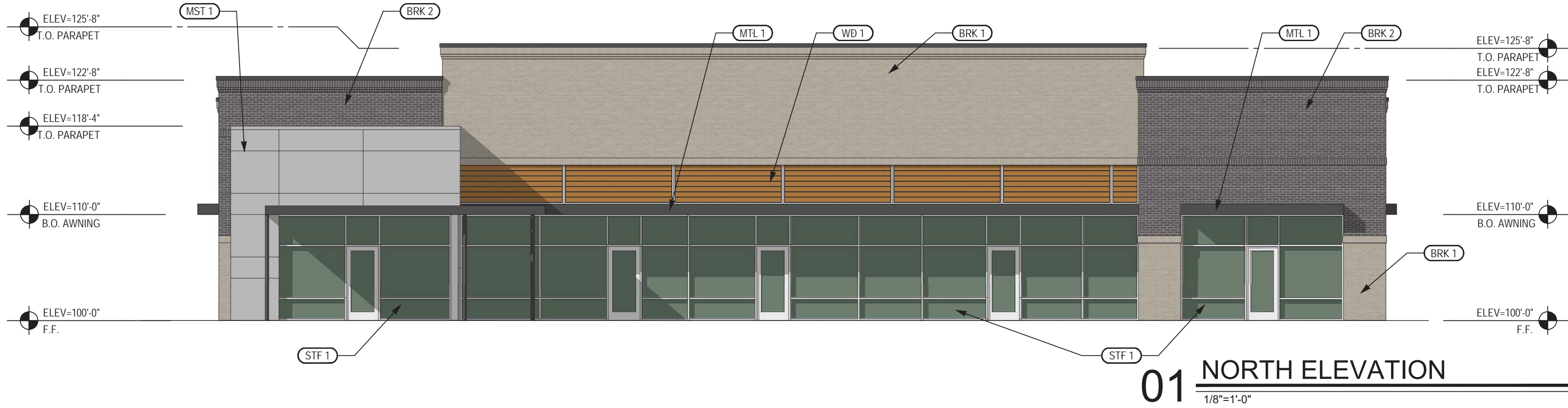
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NCA JOB #: 21016

FLOOR PLAN

A2.01

EXTERIOR FINISH SCHEDULE			
KEY	DESCRIPTION	LOCATION	COLOR
BRK 1	MODULAR BRICK	EXTERIOR WALLS	TBD
BRK 2	MODULAR BRICK	EXTERIOR WALLS	TBD
MST 1	MANU. STONE TILE	TENANT SPACE E	TBD
MTL 1	METAL AWNING	VARIOUS LOCATIONS	TBD
PT 1	PAINT	REAR DOORS	TBD
STF 1	ALUMINUM STOREFRONT	ALL TENANT SPACES	CLEAR ALUMINUM





Date: 10/19/2021
Agenda Item #: 7. D.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1640 on a Town-initiated Request to Rezone Approximately 4.209 acres of Land, Currently Zoned as Agriculture (AG), Generally Located on the South Side of Oak Grove Parkway, Between Hill Lane and Eldorado Parkway, within Little Elm's Town Limits, to Light Commercial (LC), in Order to Clean Up the Zoning on Portions of Parcels Remaining from an Adjacent Rezoning, as well as to Align More Closely with the Future Land Use Plan (FLUP).**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1640:

DESCRIPTION:

Location.

Generally located on the south side of Oak Grove Parkway, between Hill Lane and Eldorado Parkway, within Little Elm's town limits.

Planning Analysis.

This item is meant to follow the proposed Ladera PD rezoning request, which, if approved, would leave portions of parcels, near and adjacent to Oak Grove Parkway, zoned Agriculture (AG). These areas are part of the frontage along Oak Grove Parkway, currently identified by the Future Land Use Plan (FLUP) as retail/commercial. Therefore, concurrent with the proposed rezoning, in order to better align with the FLUP, Staff is proposing to rezoning the remaining areas to Light Commercial (LC).

Recommendation to Commission. If the Ladera PD rezoning request was approved, Staff is recommended the Planning and Zoning Commission approve the proposed zoning map amendment as proposed.

Commission Findings. At their regular meeting on September 2, 2021, the Planning and Zoning Commission evaluated the proposed request based on the presented information, the Town's Comprehensive Plan, Future Land Use Plan, and the West Side Study, and made a recommendation to approve the request as presented, with six in favor and zero against.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

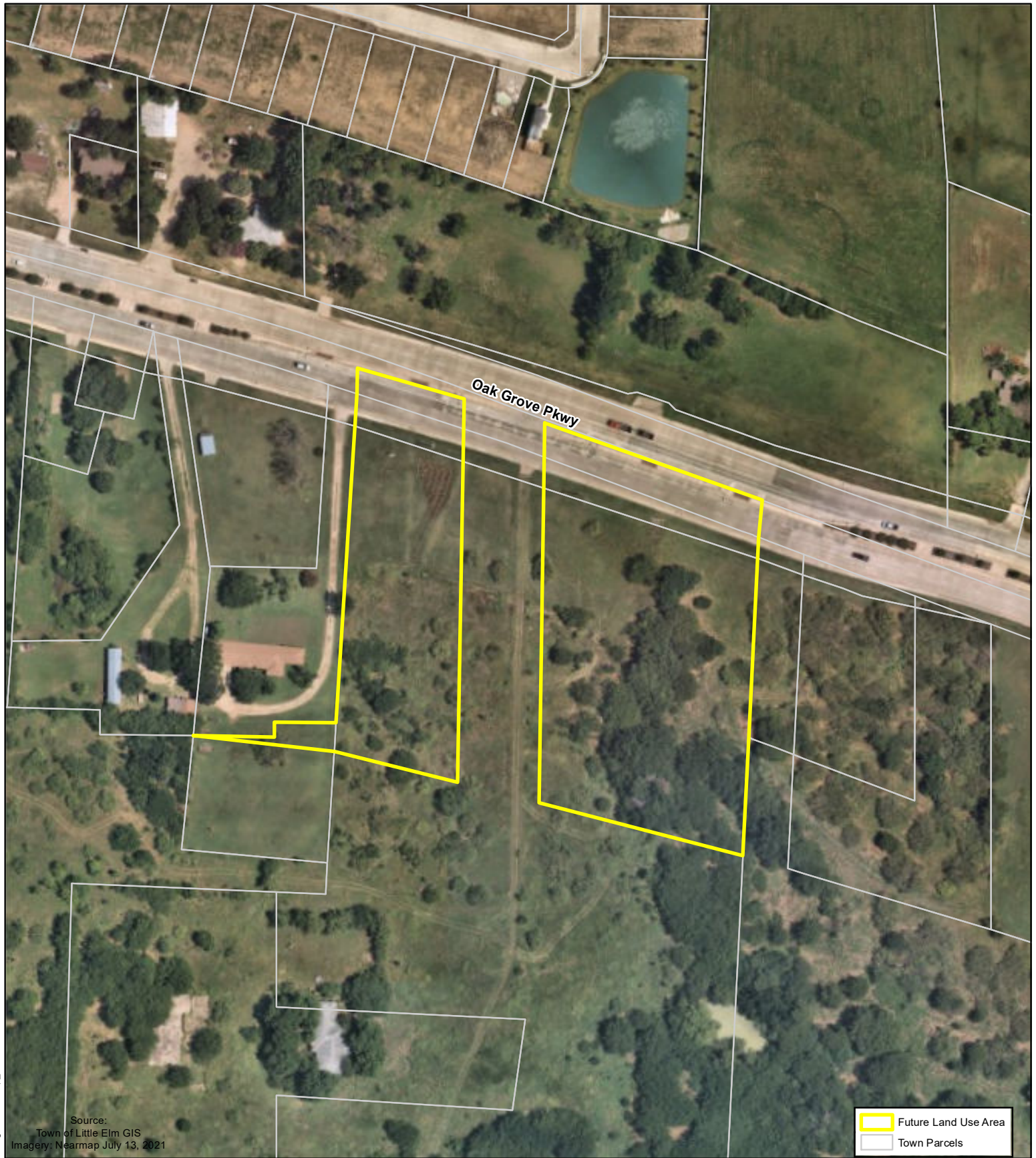
Planning and Zoning Commission recommended approval of the requested zoning map amendment as presented.

Attachments



Location Map - Map Amendment

Ordinance No. 1640 - Map Amendment

Zoning Map Exhibits



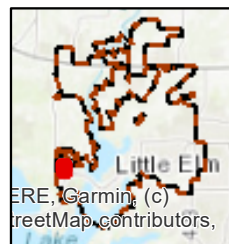
Source:
Town of Little Elm GIS
Imagery: Nearmap July 13, 2021

 Future Land Use Area
 Town Parcels



Map Exhibit For Amending Future Land Use North of Ladera

0 130 260 520 Ft



Town of Little Elm
Denton County, Tx
Date: 8/18/2021



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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.

**TOWN OF LITTLE ELM
ORDINANCE NO. 1640**

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING FROM AGRICULTURE (AG) DISTRICT TO LIGHT COMMERCIAL (LC) DISTRICT IN ORDER TO CLEAN UP THE ZONING ON PORTIONS OF PARCELS TOTALING 4.209 ACRES OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF OAK GROVE PARKWAY, BETWEEN HILL LANE AND ELDORADO PARKWAY; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Little Elm ("Town") is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Charter adopted on May 1, 2001; and

WHEREAS, the Town possesses all the rights, powers, and authorities possessed by all home rule municipalities, including the authority to regulate land uses under Chapter 211 of the Texas Local Government Code; and

WHEREAS, a Town-initiated request for Light Commercial (LC) District on approximately 4.209 acres of land currently zoned Agriculture (AG), more specifically described in the exhibits, attached hereto; and

WHEREAS, this zoning change is accordance with the most current adopted Comprehensive Plan of the Town of Little Elm; and

WHEREAS, the Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested zoning change described herein; and

WHEREAS, at its regular meeting held on September 2, 2021 the Planning & Zoning Commission considered and made recommendations on a Town-initiated request to rezone to Light Commercial (LC) remaining portions of parcels leftover from the

establishment of Ladera Planned Development (PD-SF4) (Case No. PD-21-02118) District; and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the request is in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

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

SECTION 1. INCORPORATION OF PREMISES. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by rezoning approximately 4.209 acres of land, generally located on the south side of Oak Grove Parkway, between Hill Lane and Eldorado Parkway, within Little Elm's town limits, to Light Commercial (LC), in order to clean up the zoning on portions of parcels remaining from an adjacent rezoning, as well as to align more closely with the Future Land Use Plan (FLUP), more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The permitted uses and standards shall be in accordance with the Light Commercial (LC) District.

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 indirect conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 5. ZONING MAP. The official zoning map of the Town shall be amended to reflect the changes in zoning made by this ordinance.

SECTION 6. PENALTY. Any person, firm, or corporation violating any of the provision of this ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 7. SEVERABILITY. The sections, paragraphs, sentences , phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

SECTION 8. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of that conflict.

SECTION 9. EFFECTIVE DATE. That this Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 19th day of October, 2021.

Town of Little Elm, Texas

Curtis Cornelious, Mayor



ATTEST:

Kate Graham, Acting Town Secretary

EXHIBIT A

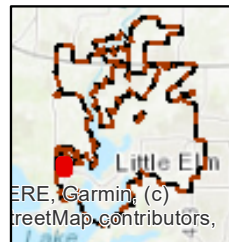
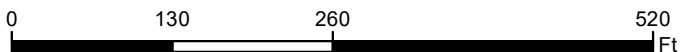


Source:
Town of Little Elm GIS
Imagery: Nearmap July 13, 2021

 Future Land Use Area
 Town Parcels



Map Exhibit For Amending Future Land Use North of Ladera

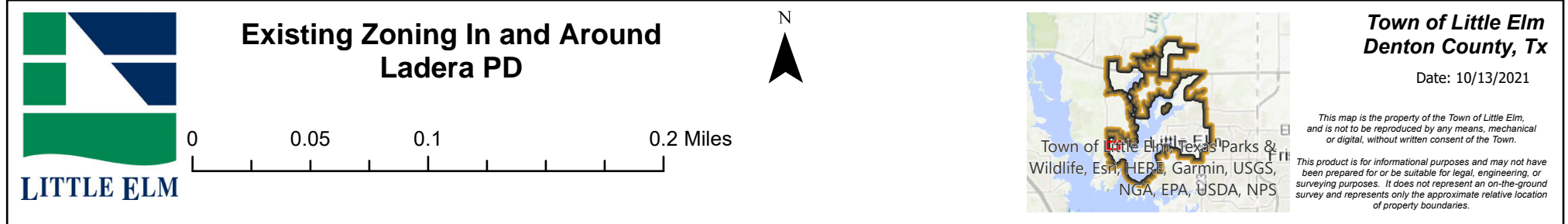
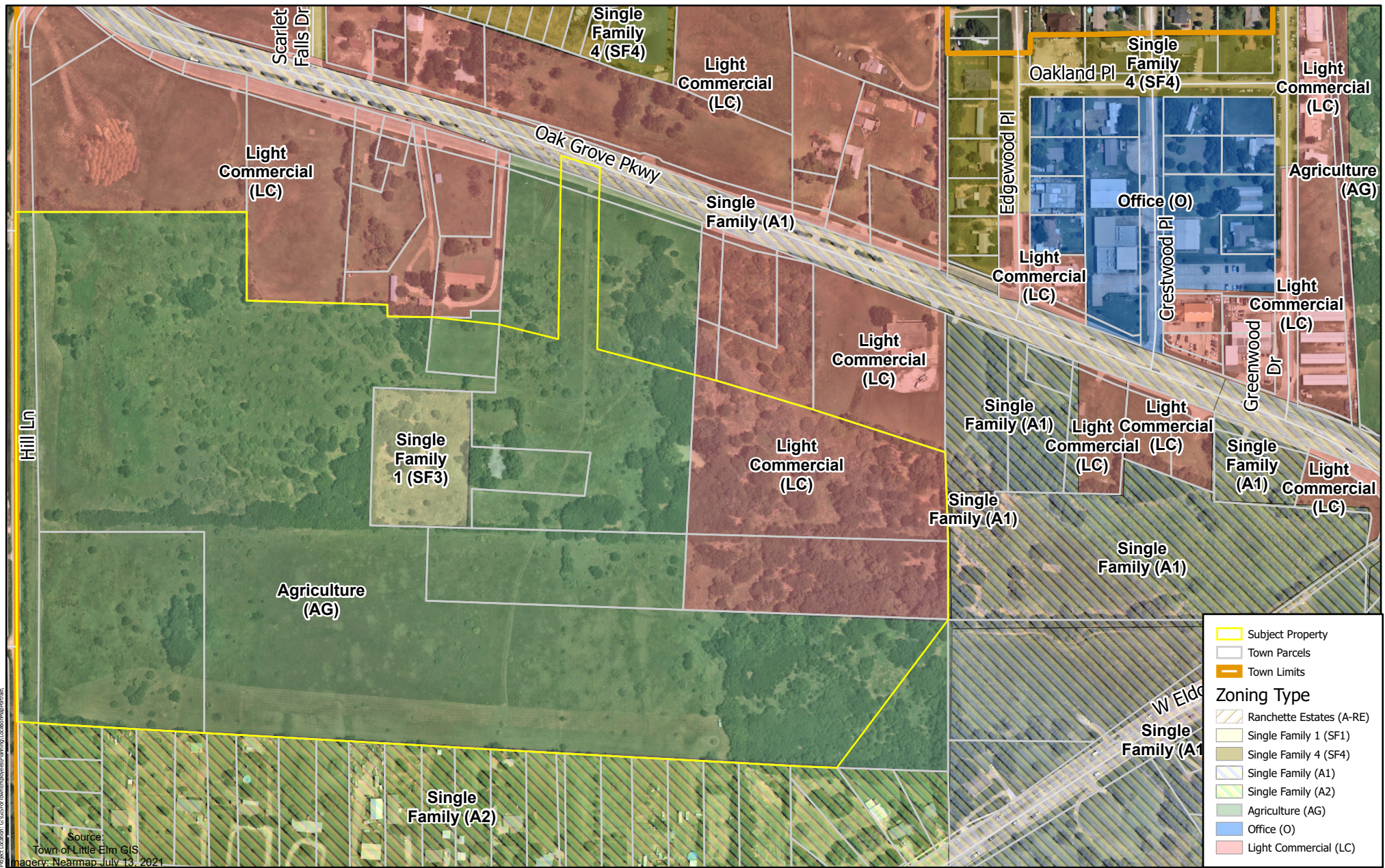


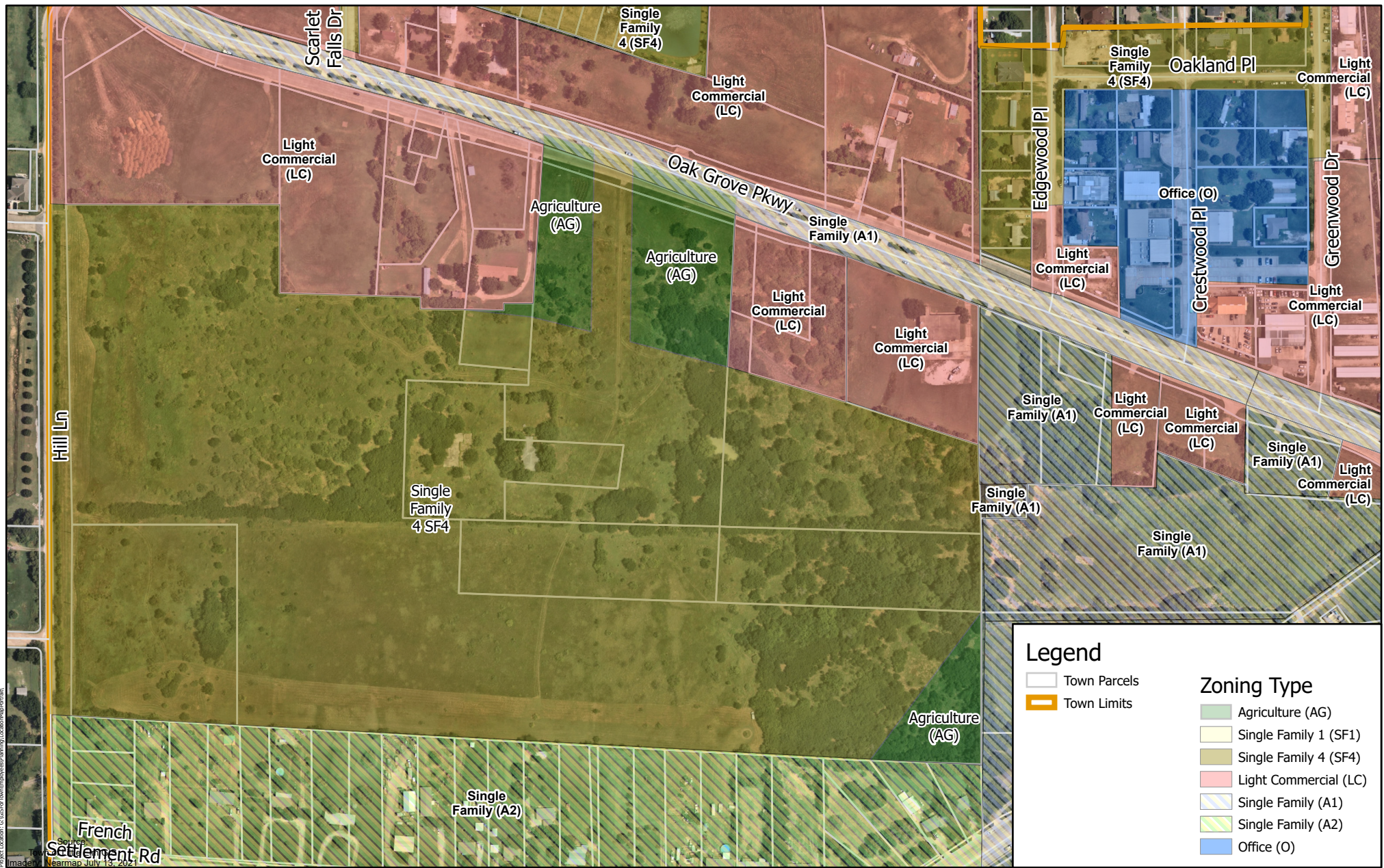
Town of Little Elm
Denton County, Tx
Date: 8/18/2021



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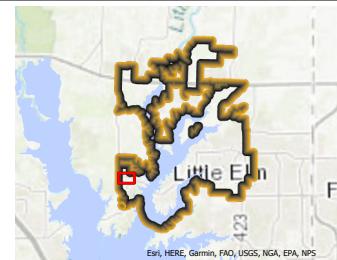




Zoning Post Ladera PD Approval



0 0.05 0.1 0.2 Miles



Town of Little Elm Denton County, Tx

Date: 10/13/2021

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Date: 10/19/2021
Agenda Item #: 7. E.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1641 on a Request to Rezone Approximately 544.1 Acres of Land, Currently Zoned as Agriculture, Generally Bound by FM 720 to the West, Lewisville Lake to the East, and US 380 to the North, within Little Elm's Town Limits, in Order to Establish a New Planned Development District, to Allow the Development of a New Single Family Residential Subdivision Known as Spiritas Ranch, with Amenities, a New School, and a Small Pocket of Retail in the Center.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1641:

DESCRIPTION:

Location

Generally bound by FM 720 to the west, Lewisville Lake to the east, and US 380 to the north, within Little Elm's town limit.

Background. The Spiritas Ranch property includes approximately 545 acres located on the southeast corner of FM 720 and US Hwy 380, generally bound by FM 720 to the west, Lewisville Lake to the east, and US Hwy 380 to the north. The property is currently zoned Agriculture (AG) and is primarily undeveloped vacant land, previously under the operation of Supreme Farms.

In 2007, the Town and the owners of Spiritas Ranch executed a developers' agreement that included this property and the property to the east also known as the Navo tract; the agreement included annexation of Light Commercial (LC) frontage along US Hwy 380 and established subdivision and other development standards for some of the areas. In 2014, the agreement included the annexation of the large tract known as Spiritas West that carried the same regulations as part of the Lincoln Park ETJ portion. In the beginning of 2021, a new developers' agreement was approved, inclusive of the entire 545 acres, voluntary annexation, and development

standards.

Proposal. At this time, the applicant is bringing forward the rezoning request for approval of a new Planned Development (PD) district that would incorporate the development plans and development standards established by the developers' agreement in the beginning of 2021. The new PD would allow for the development of the Spiritas Ranch community consisting of approximately 2,135 single-family dwelling units, a future Denton ISD school, Fire Station/EMS Center, two amenity centers, and open space. In addition, the development will create multiple new public streets and provide a connection from FM 720 to US Hwy 380.

The applicant is proposing to utilize the existing Single Family 4 (SF4) as the base zoning district to create three types of residential subdistricts, and the existing Light Commercial (LC) district, with modified uses and development standards as outlined in the following sections. The new Planned Development district includes development plans identifying locations for the various use designations, and multiple exhibits that will be incorporated into the PD as part of the overall requirements.

Uses. The uses within the new PD are proposed to comply with uses permitted for SF-4 Single-Family district and Light Commercial (LC) district in Section 106-05-01 of the Zoning Ordinance, with the additional accessory uses such as private club/amenity center, model homes, temporary offices, temporary asphalt and concrete batch plants, temporary construction yard, and concrete washouts.

Area Requirements. SF-4A lots are proposed at 40' feet minimum width and lot area of at least 4,500 square feet. SF-4B lots are proposed at 50' feet minimum width and lot area of at least 5,650 square feet. SF-4C lots are proposed at 60' feet minimum width and lot area of at least 7,100 square feet. Additional setback, living area, lot coverage, and garage regulations as listed and shown in the PD exhibits.

Design Standards. Standards as listed below and shown in the PD exhibits.

Exterior Materials. Front facing exterior facades of the main building or structure shall be constructed of 100% masonry, comprised of brick, stone, cast stone. Minimum masonry of all facades shall be 85%. Stucco or other cementitious materials such as hardie board may be used as a secondary design feature with no more than 15 percent of any facade other than those facing a right-of-way being made up of this material. The PD allows special exceptions to increased stucco and hardie board percentages for specific design, at the discretion of the Director of Development Services.

Elevation Repetition. Each unique house elevation shall not be repeated on the lot most directly across the street, nor shall it be repeated on four lots in either direction on the same side of the street.

Doors. Garage doors and front entry doors visible from the right-of-way shall consist of stained cedar, redwood, spruce, fir or other hardwood, or other products, including products that are not wood but have a wood appearance, including fiberglass, aluminum/ metal or hardie and approved by the director.

Gifts to the Street. All buildings shall include decorative driveway paving and at least three of the design features listed in in Section 106.06.03(c).

Landscaping. The PD establishes trails requirements, tree requirements, and retention/detention pond design criteria as shown in the PD exhibits.

Parks and Open Space. The PD establishes nine irrigated parks, totaling approximately 11.5

acres, 36 acres of natural open space, and 17,200 linear feet of trails as shown in the PD exhibits.

Street. The PD establishes street categories and associated standards for each type of street as shown in the PD exhibits.

General. The PD establishes general subdivision policies specific to the subdivision as well as engineering design standards as shown in the PD exhibits.

Comprehensive

Plan. The future land use of this area is identified as residential. The proposed residential subdivision with accessory uses aligns with the Town's vision for this area.

Recommendation to the Commission. The proposal utilizes the largest remaining undeveloped areas within Town limits, establishing one of the last residential subdivisions of this magnitude, inclusive of a future school, fire station, and a variety of public amenities for the surrounding area. The proposed development standards closely mirror similar types of existing developments around Town and provide for a high quality, low density residential product. Staff recommended the Planning and Zoning Commission evaluate the proposed request based on suitability within the existing context as well as the Town's vision for the area. Staff recommended approval of the request as proposed.

Commission Findings. At their regular meeting on September 2, 2021, the Planning and Zoning Commission had a discussion regarding speed limitations and traffic-calming mechanisms along the proposed Ryan Spiritas Parkway. The Commission evaluated the proposed request based on the presented information, the Town's Comprehensive Plan, and Future Land Use Plan, and made a recommendation to approve the request as presented, with six in favor and zero against.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Planning and Zoning Commission recommends approval of the proposed rezoning request as presented.

Attachments



Location Map - Spiritas Ranch PD

Ordinance No. 1641 - Spiritas Ranch PD

Development Agreement - Spiritas Ranch PD

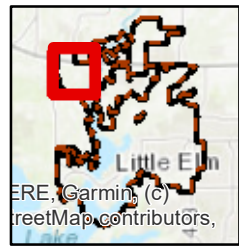
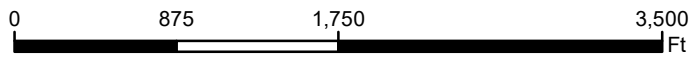


Source:
Town of Little Elm GIS
Imagery: Nearmap July 13, 2021

 Zoning Request Boundary
 Town Parcels



Spiritas Ranch PD Zoning Ordinance Request



Town of Little Elm
Denton County, Tx
Date: 8/17/2021



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**TOWN OF LITTLE ELM
ORDINANCE NO. 1641**

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING FROM AGRICULTURE (AG) DISTRICT TO A PLANNED DEVELOPMENT – SINGLE FAMILY 4 (PD-SF4) DISTRICT IN ORDER TO ALLOW A NEW SINGLE FAMILY RESIDENTIAL DEVELOPMENT, WITH AMENITIES, NEW SCHOOL, AND RETAIL, WITH MODIFIED DEVELOPMENT STANDARDS ON 544.1 ACRES OF LAND GENERALLY BOUND BY FM 720, LEWISVILLE LAKE, AND US 380; 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 a Planned Development-Single Family 4 (PD-SF4) with modified development standards on approximately 544.1 acres of land currently zoned Agriculture (AG), more specifically described in the exhibits, attached hereto; and

WHEREAS, this zoning change is accordance with the most current adopted Comprehensive Plan of the Town of Little Elm; and

WHEREAS, the Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested zoning change described herein; and

WHEREAS, at its regular meeting held on September 2, 2021 the Planning & Zoning Commission considered and made recommendations on a request for a Planned

Development-Single Family 4 (PD-SF4) (Case No. PD-21-02395); and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the request is in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

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

SECTION 1. INCORPORATION OF PREMISES. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by issuing a Planned Development-Single Family 4 (PD-SF4) with modified development standards in order to allow a new single family residential development with amenities, a new school, and a small pocket of retail, generally bound by FM 720, Lewisville Lake, and US 380, within Little Elm Town limits, approximately 544.1 acres of land more particularly described as **Exhibit A** and depicted in **Exhibit B**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The permitted uses and standards shall be in accordance with the Single Family 4 (PD-SF4) District, and commercial development shall be in accordance with Light Commercial (LC) District, unless otherwise specified herein:

- a) The Zoning and Land Use Regulations, and all conditions set forth in **Exhibit D** attached hereto and made a part hereof for all purposes shall be adhered to in their entirety for the purposes of this Planned Development-Single Family 4 (PD-SF4). In the event of conflict between the provisions of **Exhibit D** and provisions of any other exhibit, the provisions of **Exhibit D** control.

SECTION 4. PLANNED DEVELOPMENT MASTER PLAN The Concept Plan Exhibit and related plans, images, and documents approved and described as **Exhibits C, E, F, and G** attached hereto and made a part hereof are approved. The subject property shall be improved in accordance with the plans set forth in **Exhibits C, E, F, and G**.

- a) If, after two years from the date of approval of the Planned Development Master

Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two year expiration shall be granted if a development application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.

- b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council.
- c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

SECTION 5. SAVINGS. This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are indirect conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 6. ZONING MAP. The official zoning map of the Town shall be amended to reflect the changes in zoning made by this ordinance.

SECTION 7. 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 8. 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 9. 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 10. 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 19th day of October, 2021.

Town of Little Elm, Texas

Curtis Cornelious, Mayor

ATTEST:

Kate Graham, Acting Town Secretary

**PLANNED DEVELOPMENT AMENDMENT TO
COMPREHENSIVE ZONING ORDINANCE
FOR
THE 544.1 - ACRE TRACT
KNOWN AS
SPIRITAS RANCH
TOWN OF LITTLE ELM,
DENTON COUNTY
TEXAS**

Exhibit A	Metes and Bounds Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Concept Plan
Exhibit D	Development Standards
Exhibit E	Parks and Open Space
Exhibit F	Trails
Exhibit G	Garage Door Designs

Exhibit A
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION
544.132 ACRES

BEING that certain tract of land situated in the Marsella Jones Survey, Abstract Number 662, Denton County, Texas, and being part of those certain tracts of land described in deeds to Spiritas Ranch Enterprises, recorded in Volume 2737, Page 131, Volume 833, Page 38, Volume 842, Page 851, and Volume 2737, Page 126, of the Real Property Records of Denton County, Texas (RPRDCT), part of that certain tract of land described in deed to Spiritas Ranch Enterprise recorded in Volume 998, Page 670, RPRDCT, all of that certain tract of land described in deed to Spiritas Ranch Enterprises recorded in Volume 1078, Page 859, RPRDCT, all of those certain tracts of land described as Tract I, Tract II, and Tract III in Affidavit recorded in Instrument No. 2016-136619, RPRDCT, being part of those certain tracts of land described as Tract 1 and Tract 2 in deed to Johnnie Wayne McDaniel, Sr., and Lynda Marie McDaniel, recorded in Instrument Number 2010-99763, RPRDCT, part of that certain tract of land described in deed to Johnny Wayne McDaniel and Lynda Marie McDaniel, recorded in Volume 553, Page 590, RPRDCT, all of that certain tract of land described in deed to Gilberto Cesar Garza, recorded in Instrument Number 2018-137486, and being more particularly described as follows:

BEGINNING at a fence corner post found on the east right-of-way line of Farm-to-Market Road Number 720 (variable width right-of-way), and being located at the southwest corner of that certain tract of land described in deed to Oak Grove Methodist Church, recorded in Volume 2269, Page 580, RPRDCT;

THENCE South 88°22'07" East, with the north line of said Spiritas Ranch Enterprises tract recorded in Volume 2737, Page 131, RPRDCT, and with the south line of said Oak Grove Methodist Church tract recorded in Volume 2269, Page 580, RPRDCT, and the south line of that certain tract of land described in deed to Oak Grove Methodist Church tract, recorded in Volume 2269, Page 584, RPRDCT, a distance of 1426.83 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for the northeast corner of said Spiritas tract recorded in Volume 2737, Page 131, RPRDCT;

THENCE South 00°49'00" West, with the east line of said Spiritas tract recorded in Volume 2737, Page 131, RPRDCT, a distance of 16.98 feet to a 3/8-inch iron rod found for the northwest corner of said Spiritas tract recorded in Volume 833, Page 38, RPDCT;

THENCE South 88°28'06" East, with the north line of said Spiritas tract recorded in Volume 833, Page 38, RPRDCT, a distance of 2019.58 feet to a 3/8-inch iron rod found for corner;

THENCE South 87°31'42" East, over and across said Spiritas tract recorded in Volume 833, Page 38, RPRDCT, a distance of 1042.72 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner, said iron rod being located at the beginning of a non-tangent curve to the right;

THENCE continuing over and across said Spiritas tract recorded in Volume 833, Page 38, RPRDCT, the following courses to 5/8-inch iron rods with cap stamped "BCG 10194538" set for corner:

Northeasterly, with said curve which has a central angle of 05°43'53", a radius of 629.99 feet, a chord that bears North 17°45'02" East, a distance of 62.99 feet, and an arc length of 63.02 feet to the end of said curve;

North 20°36'58" East, a distance of 232.75 feet, said iron rod being located at the beginning of a non-tangent curve to the left;

Northeasterly, with said curve which has a central angle of 18°12'35", a radius of 802.13 feet, a chord that bears North 11°29'56" East, a distance of 253.86 feet, and an arc length of 254.93 feet to the end of said curve;

And North 01°42'20" East, a distance of 63.42 feet, said iron rod being located on the south line of that certain tract of land described in State of Texas Possession and Use Agreement, recorded in Instrument Number 2020-27969, RPRDCT;

THENCE South 88°18'55 East, with the south line of said State of Texas Possession and Use Agreement tract, a distance of 80.00 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE continuing over and across said Spiritas tract recorded in Volume 833, Page 38, RPRDCT, the following courses to 5/8-inch iron rods with cap stamped "BCG 10194538" set for corner;

South 01°42'20" West, a distance of 19.27 feet, said iron rod being located at the beginning of a tangent curve to the right;

Southwesterly with said curve which has a central angle of 18°54'39", a radius of 720.00 feet, a chord that bears South 11°09'39" West, a distance of 236.56 feet, and an arc length of 237.64 feet to the end of said curve;

South 20°36'58" West, a distance of 174.58 feet;

And South 87°50'52" East, a distance of 1496.33 feet, said iron rod being located on the west line of that certain tract of land described in deed to RPM xConstruction, LLC, recorded in Instrument Number 2014-54052, RPRDCT;

THENCE South 02°13'59" West, with said west line of the RPM tract, a distance of 70.01 feet to a 5/8-inch iron rod found for the southwest corner of said RPM tract;

THENCE South 88°24'29" East, with the south line of said RPM tract, a distance of 209.79 feet to a 5/8-inch iron rod found for the southeast corner of said RPM tract;

THENCE North 02°14'40" East, with the east line of said RPM tract, a distance of 18.33 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE South 87°50'18" East, over and across said Spiritas tracts recorded in Volume 842, Page 851, and Volume 2737, Page 126, RPRDCT, a distance of 901.70 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner located on the west line of that certain tract of land described in deed to Robert G. Penley, recorded in Volume 2210, Page 648, RPRDCT;

THENCE South 02°58'01" West, with the west line of said Penley tract, a distance of 345.08 feet to a 1/2-inch iron rod with cap stamped "WESTWOOD" found for corner at the southeast corner of said Spiritas tract recorded in Volume 2737, Page 126, RPRDCT;

THENCE North 88°08'15" West, with the north line of said Penley tract, a distance of 170.04 feet to a 5/8-inch iron rod found for the most westerly northwest corner of said Penley tract;

THENCE South 05°42'19" West, with the west line of said Penley tract, a distance of 621.88 feet to a U.S. Army Corps of Engineers (USCOE) monument found on the west "take" line of Lake Lewisville;

THENCE with the west "take" line of Lake Lewisville, the following courses to USCOE monuments found for corner:

South 04°54'16" West, a distance of 350.10 feet;

South 04°07'29" West, a distance of 349.25 feet;

South 00°09'01" East, a distance of 373.36 feet;

North 88°11'41" West, a distance of 800.30 feet;

And South 37°20'20" West, a distance of 536.00 feet;

THENCE South 00°08'50" East, continuing with said "take" line, a distance of 672.96 feet to a steel fence post found for corner at the north corner of that certain tract of land described in Correction Deed to the United States of America (USA), recorded in Volume 2549, Page 719, RPRDCT;

THENCE South 56°09'16" West, with the northwest line of said USA tract, a distance of 188.85 feet to a steel fence post found for corner at the west corner of said USA tract;

THENCE South 09°39'06" East, with the southwest line of said USA tract, a distance of 162.80 feet to a steel fence post found for the south corner of said USA tract;

THENCE continuing with said "take" line, the following courses:

South 46°03'07" West, a distance of 319.64 feet to a USCOE monument found for corner;

North 74°07'14" West, a distance of 789.34 feet to a steel fence post found for corner;

South 78°59'39" West, a distance of 216.00 feet to a steel fence post found for corner;

South 65°55'09" East, a distance of 739.69 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

South 16°04'51" East, a distance of 348.96 feet to a USCOE monument found for corner;

And North 88°34'10" West, a distance of 224.10 feet to a USCOE monument found for corner, said monument being located at the northeast corner of that certain tract of land described as Tract 2 (Original Instrument Nos. 1, 2 and 3), and Tract 4 (Original Instrument No. 4) in Correction Instrument recorded in Instrument No. 2018-37459, RPRDCT;

THENCE North 88°59'00" West, with the north line of said Correction Instrument tract, a distance of 981.60 feet to a steel fence post found for corner;

THENCE North 86°40'28" West, continuing with said north line, a distance of 346.35 feet to a 5/8-inch iron rod with cap stamped "KHA" found for corner;

THENCE North 88°13'50" West, continuing with said north line, passing at a distance of 1145.20 feet a 5/8-inch iron rod with cap stamped "KHA" found for corner at the northeast corner of Prairie Oaks Phase 1B, an addition to the Town of Little Elm, Denton County, Texas, according to Final Plat recorded in Document No. 2019-258, of the Plat Records of Denton County, Texas, continuing with the north line of said Prairie Oaks Phase 1B, in all, a total distance of 1949.86 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner at an interior "ell" corner of said Prairie Oaks Phase 1B;

THENCE North 02°08'13" East, passing at a distance of 20.47 feet a 1/2-inch iron rod with cap stamped "WESTWOOD" found at a northeast corner of said Prairie Oaks Phase 1B, and continuing with a west line of said Spiritas tract recorded in Volume 998, Page 670, RPRDCT, and the east line of Tract 2, and Tract 1, in deed to Upper Trinity Regional Water District, recorded in Volume 4646, Page 212, RPRDCT, in all, a total distance of 810.31 feet to a fence corner post found for corner;

THENCE North 87°51'47" West, with the common north line of said Upper Trinity Tract 1 and Tract 3 in said Upper Trinity deed, and a south line of said Spiritas tract recorded in Volume 998, Page 670, RPRDCT, a distance of 1295.87 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner at the southeast corner of that certain tract of land described as Parcel 18 in deed to the State of Texas, recorded in Document Number 2016-26306, RPRDCT, on the east right-of-way-line of Farm to Market Road No. 720 (variable width right-of-way), said iron rod being located at the beginning of a non-tangent curve to the left;

THENCE northwesterly with the east line of said Parcel 18, and with said curve which has a central angle of 03°50'07", a radius of 5814.58 feet, a chord that bears North 13°35'52" West, a distance of 389.15 feet, and an arc length of 389.22 feet to the end of said curve, a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE North 15°30'56" West, continuing with the east line of said Parcel 18, a distance of 721.50 feet to a 1/2-inch iron rod with cap stamped "WESTWOOD" found for corner at the beginning of a tangent curve to the left;

THENCE northwesterly, continuing with the east line of said Parcel 18, and with said curve which has a central angle of 14°12'08", a radius of 740.00 feet, a chord that bears North 22°37'00" West, a distance of 182.96 feet, and an arc length of 183.43 feet to the end of said curve, a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE North 29°42'12" West, continuing with the east line of said Parcel 18, passing at a distance of 13.57 feet a TXDOT aluminum disk found at the northeast corner of said Parcel 18, and the southeast corner of that certain tract of land described as Parcel 19-1 in deed to the State of Texas, recorded in Document Number 2019-155966, RPRDCT, continuing with the east line of said Parcel 19-1, in all, a total distance of 64.49 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner at the beginning of a non-tangent curve to the right;

THENCE northwesterly, continuing with said east line of Parcel 19-1, and the east line of that certain tract of land described as Parcel 20 in deed to the State of Texas, recorded in Document Number 2016-155966, RPRDCT, and with said curve which has a central angle of 31°07'08", a radius of 610.00 feet, a chord that bears North 14°09'30" West, a distance of 327.25 feet, and an arc length of 331.31 feet to the end of said curve, a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE North 01°24'04" East, continuing with said east line of Parcel 20, and with the east line of that certain tract of land described as Parcel 19-2 in deed to the State of Texas recorded in Document Number 2016-155966, RPRDCT, a total distance of 450.53 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner at

the northeast corner of said Parcel 19-2, said iron rod also being located on the south line of that certain tract of land described in deed to Ellis Meals, recorded in Document Number 2012-95998, RPRDCT;

THENCE North 89°42'58" East, leaving said east right-of-way-line of Farm to Market Road No. 720 (variable width right-of-way), and with said south line of the Meals tract, a distance of 89.21 feet to a fence corner post found for corner at the southeast corner of said Meals tract;

THENCE North 02°29'05" West, with the east line of said Meals tract, a distance of 115.92 feet to a fence corner post found for corner at the northeast corner of said Meals tract, and being located on a south line of said Spiritas Ranch Enterprises tract recorded in Volume 2737, Page 131, RPRDCT;

THENCE South 88°24'12" West, with the north line of said Meals tract, a distance of 66.45 feet to a TXDOT aluminum disk found for corner at the southeast corner of that certain tract of land described as Parcel 22 in deed to the State of Texas, recorded in Document Number 2016-26307, RPRDCT, on said east right-of-way-line of Farm to Market Road No. 720;

THENCE with the east line of said Parcel 22, the following courses to 5/8-inch iron rods with cap stamped "BCG 10194538" set for corner:

North 01°25'09" East, a distance of 108.99 feet;

North 08°03'45" West, a distance of 105.97 feet, said iron rod being located at the beginning of a non-tangent curve to the left;

Northwesterly, with said curve which has a central angle of 03°01'34", a radius of 2929.79 feet, a chord that bears North 02°26'32" West, a distance of 154.72 feet, and an arc length of 154.74 feet to the end of said curve;

North 03°57'19" West, a distance of 149.61 feet, said iron rod being located at the beginning of a tangent curve to the right;

Northwesterly, with said curve which has a central angle of 05°07'53", a radius of 2799.79 feet, a chord that bears North 01°23'23" West, a distance of 250.66 feet, and an arc length of 250.74 feet to the end of said curve;

And North 01°36'16" East, a distance of 273.49 feet to the POINT OF BEGINNING of herein described tract, and containing an area of 545.132 acres of land.

SAVE AND EXCEPT THE FOLLOWING DESCRIBED 1.000 ACRE TRACT OF LAND:

BEING that certain tract of land situated in the Marsella Jones Survey, Abstract No. 662, in Denton County, Texas, according to and being part of those certain tracts of land described in deeds to Spiritas Ranch Enterprises recorded in Volume 833, Page 38, of the Real Property Records of Denton County, Texas (RPRDCT); and Volume 842, Page 851, RPRDCT; and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found on the south right-of-way line of U.S. Highway No. 380 (variable width right-of-way), and being the most northerly northwest corner of said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and also being the northeast corner of that certain tract of land described in deed to RPM xConstruction recorded in Document No. 2014-54052, RPRDCT, from which a TXDOT monument found at the northwest corner of said RPM xConstruction tract bears North 88°21'17" West, a distance of 209.89 feet;

THENCE South 02°14'40" West, leaving said south right-of-way line of U.S. Highway No. 380, and with a west line of said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, passing at a distance of 518.63 feet the southeast corner of said RPM xConstruction tract, continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, in all, a total distance of 688.87 feet to the POINT OF BEGINNING, a 5/8 inch iron rod with cap stamped "BCG 10194538" set;

THENCE South 02°14'40" West, continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, a distance of 52.51 feet to a 5/8 inch iron rod with cap stamped "BCG 10194538" set for corner, and the beginning of a non-tangent curve to the left;

THENCE continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, and with said curve which has a central angle of 24°30'27", a radius of 1475.00 feet, a chord which bears South 61°54'11" West, a chord

distance of 626.11 feet, and an arc distance of 630.91 feet to the end of said curve, a 5/8 inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, the following courses to 5/8 inch iron rods with cap stamped "BCG 10194538" set for corner;

South 49°38'57" West, a distance of 169.00 feet, and being the beginning of a tangent curve to the left;

With said curve which has a central angle of 05°10'17", a radius of 560.00 feet, a chord which bears South 47°03'49" West, a chord distance of 50.53 feet, and an arc distance of 50.54 feet to the end of said curve;

North 45°31'19" West, a distance of 50.00 feet, and being the beginning of a non-tangent curve to the right;

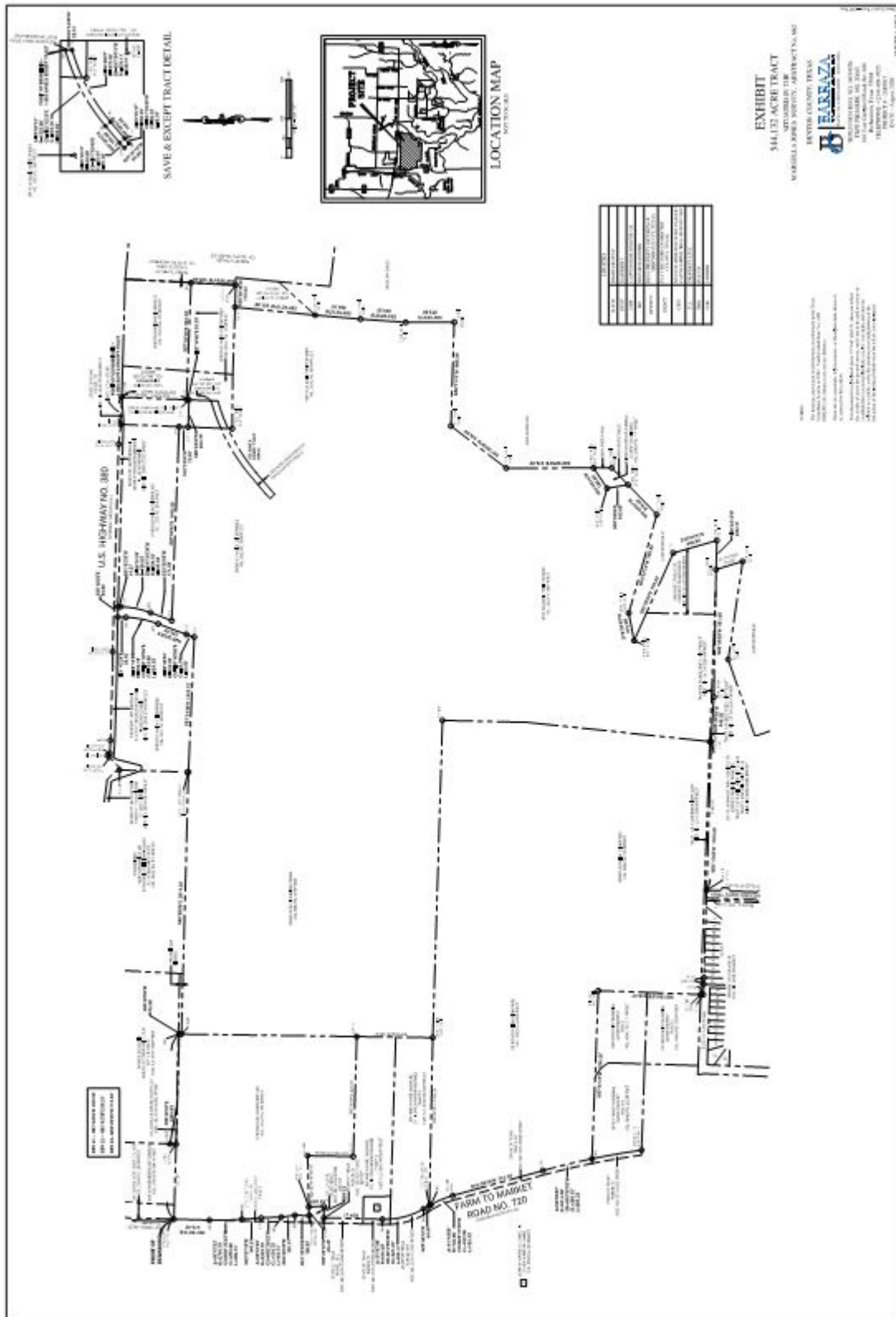
With said curve which has a central angle of 05°10'17", a radius of 610.00 feet, a chord which bears North 47°03'49" East, a chord distance of 55.04 feet, and an arc distance of 55.06 feet to the end of said curve;

And North 49°38'57" East, a distance of 169.00 feet, and being the beginning of a tangent curve to the right;

THENCE continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, and said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and with said curve which has a central angle of 25°07'12", a radius of 1525.00 feet, a chord which bears North 62°12'33" East, a chord distance of 663.26 feet, and an arc distance of 668.60 feet to the end of said curve, and the POINT OF BEGINNING, containing a calculated area of 1.000 acres of land.

LEAVING A NET AREA OF 544.132 ACRES OF LAND.

EXHIBIT B **DEPICTION OF THE PROPERTY**



[illegible]

Exhibit D
DEVELOPMENT STANDARDS

I. LOT TYPE REGULATIONS

Spiritas Ranch Development will include a variety of lot types in order to achieve the goals established for the district. The lot types and requirements for each shall be as follows:

A. Lot Type SF-4A:

1. Permitted Uses: Land use shall comply with uses permitted for SF-4 Single -Family District in Section 106-05-01 of the Town of Little Elm Zoning Ordinance. The following additional uses are permitted by right or requires administrative approval only as provided below:
 - a. Model homes (inclusive of early permits) - permitted by right
 - b. Temporary sales offices - permitted by right
 - c. Temporary construction offices - permitted by right
 - d. Temporary asphalt batch plants - requires administrative approval only
 - e. Temporary concrete batch plants – requires administrative approval only
 - f. Temporary construction yards - permitted by right
 - g. Concrete Washouts - permitted by right
2. Height Regulations: No building shall exceed thirty-five feet (35') or two and one-half (2-1/2) stories in height.
3. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	4,500+/- square feet (minimum)
Lot coverage:	The combined area covered by all main buildings and accessory structures shall not exceed fifty-five percent (55%) of the total lot area. Driveways, flatwork, swimming pools and spas shall not be included in determining maximum building coverage.
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways, and porches, shall be 1,800 square feet, with the exception that no more than 10% of homes or dwellings being allowed to be 1,500 square feet minimum.
Front Yard:	20'feet minimum
Rear Yard:	20' feet minimum (excludes outdoor areas such as patios, outdoor kitchens, etc.)
Side Yard:	5' feet minimum
Side Yard Adj. to Street:	15' feet minimum
Lot Width:	40' feet minimum (measured at front building line)
Garage:	May face front or side street.

B. Lot Type SF-4B:

1. Permitted Uses: Land use shall comply with uses permitted for SF-4 Single -Family District in Section 106-05-01 of the Town of Little Elm Zoning Ordinance. The following additional uses are permitted by right or requires administrative approval only as provided below:
 - a. Model homes (inclusive of early permits) – permitted by right
 - b. Temporary sales offices - permitted by right
 - c. Temporary construction offices – permitted by right
 - d. Temporary asphalt batch plants – requires administrative approval only
 - e. Temporary concrete batch plants – requires administrative approval only
 - f. Temporary construction yards – permitted by right
 - g. Concrete Washouts – permitted by right
2. Height Regulations: No building shall exceed thirty-five feet (35') or two and one-half (2-1/2) stories in height.
3. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	5,650+/- square feet (minimum)
Lot coverage:	The combined area covered by all main buildings and accessory structures shall not exceed fifty-nine percent (59%) of the total lot area. Driveways, flatwork, swimming pools and spas shall not be included in determining maximum building coverage.
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways, and porches, shall be 2,000 square feet, with the exception that no more than 10% of homes or dwellings being allowed to be 1,800 square feet minimum.
Front Yard:	20 feet minimum
Rear Yard:	(20') feet minimum (excludes outdoor areas such as patios, outdoor kitchens, etc.)
Side Yard:	5 feet minimum
Side Yard Adj. to Street:	15 feet minimum
Lot Width:	50 feet minimum (measured at front building line)
Garage:	May face front or side street.

C. Lot Type SF-4C:

1. Permitted Uses: Land use shall comply with uses permitted for SF-4 Single -Family District in Section 106-05-01 of the Town of Little Elm Zoning Ordinance. The following additional uses are permitted by right or requires administrative approval only as provided below:
 - a. Model homes (inclusive of early permits) – permitted by right
 - b. Temporary sales offices – permitted by right
 - c. Temporary construction offices – permitted by right

- d. Temporary asphalt batch plants – requires administrative approval only
- e. Temporary concrete batch plants – requires administrative approval only
- f. Temporary construction yards – permitted by right
- g. Concrete Washouts – permitted by right
- 2. Height Regulations: No building shall exceed thirty-five feet (35') or two and one-half (2-1/2) stories in height.
- 4. Area Regulations: The following minimum standards shall be required as measured from property lines:
 - Lot Size: 7,100+/- square feet (minimum)
 - Lot coverage: The combined area covered by all main buildings and accessory structures shall not exceed sixty-three percent (63%) of the total lot area. Driveways, flatwork, swimming pools and spas shall not be included in determining maximum building coverage.
 - Minimum Floor Area: The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be 2,000 square feet.
 - Front Yard: 20 feet minimum
 - Rear Yard: (20') feet minimum (excludes outdoor areas such as patios, outdoor kitchens, etc.)
 - Side Yard: 5 feet minimum
 - Side Yard Adj. to Street: 15 feet minimum
 - Lot Width: 60 feet minimum (measured at front building line)
 - Garage: May face front or side street.

D. Commercial Development Regulations:

- 1. Permitted Uses: Land use and structures shall comply with the requirements for the "LC" Light Commercial District in Section 106-05-01 of the Town of Little Elm Zoning Ordinance. Architectural and site design shall comply with the Town's current standards. In addition, the following uses are permitted by right or requires administrative approval only as provided below:
 - a. Private club/Amenity Center – permitted by right
 - b. Model homes – permitted by right
 - c. Temporary sales offices – permitted by right
 - d. Temporary construction offices - permitted by right
 - e. Temporary asphalt batch plants – requires administrative approval only
 - f. Temporary construction yards – permitted by right
 - g. Temporary concrete batch plants – requires administrative approval only

II. DEVELOPMENT AND DESIGN STANDARDS

- A. Street: The following street types shall establish the criteria for streets allowed within Spiritas Ranch Development.

1. Ryan Spiritas Parkway (P6D-2 Primary Arterial-2, Divided, 140' Right-of-Way).

Public Right-of-Way Width:	140'
Pavement Width:	Two (2) – 25' B/B
Pavement Section:	8", 3,600 psi concrete
Curb Radii:	20'
Sidewalk Width:	6' ⁽¹⁾
Landscape Median (Measured from Back-of-Curb):	20' in Width
Parkway Width:	35'
Parking:	No parking allowed

⁽¹⁾ Sidewalks shall be constructed on both sides of Ryan Spiritas Parkway

2. New HEB Road (M4D-1 Minor Arterial-1, Divided, 100' Right-of-Way)
⁽¹⁾.

Public Right-of-Way Width:	100'
Pavement Width:	Two (2) – 25' B/B
Pavement Section:	8", 3,600 psi concrete
Curb Radii:	20'
Sidewalk Width:	6'
Landscape Median (Measured from Back-of-Curb):	20' in Width
Parkway Width:	15'
Parking:	No parking allowed

⁽¹⁾ Spiritas Ranch Development shall only be responsible for constructing the two (2) southern lanes. Utilities shall be within ROW. No adjacent landscape buffer shall be required.

3. Collector (C2U – Collector, 60' Right-of-Way)

Public Right of Way Width:	60'
Pavement Width:	37' B/B
Pavement Section:	6", 3,600 psi concrete
Curb Radii:	20'
Minimum Centerline Radius for Curves:	100'
Minimum Tangent between Reverse Curves:	0'
Minimum Sidewalk Width:	5'
Parkway Width:	11.5'

4. Urban Mix Residential (R – Residential Street, 50' Right-of-Way)

Classification: Designed to provide access to residential areas.

Public Right of Way Width:	50'
Pavement Width:	31' B/B
Pavement Section:	6", 3,600 psi concrete

Curb Radii:	20'
Minimum Centerline Radius for Curves:	100'
Minimum Tangent between Reverse Curves:	0'
Minimum Sidewalk Width:	5'
Parkway Width:	9.5'
Parking:	Allowed on both sides

B. Residential Architectural Design Standards: All development within Spiritas Ranch Development shall comply with Section 106-06 of the Town of Little Elm Zoning Ordinance with the following modification:

1. Minimum masonry requirement. The front facing exterior facades of the main building or structure shall be constructed of 100 percent masonry finishing material that is comprised of brick, stone, cast stone, or a combination thereof. The overall minimum masonry content of all facades shall be 85 percent. Stucco or other cementitious materials such as hardie board may be used as a secondary design feature with no more than 15 percent of any facade other than those facing a right-of-way being made up of this material. Other materials of equal or similar characteristics may be allowed at the discretion of the director.
2. Alternate stucco architecture. If a home is designed with a specific architectural style that warrants the use of stucco as the primary exterior material, including but not limited to Mediterranean, Spanish, southwest or modern, then the use of stucco as a primary material will be allowed. All elements of the architectural style must be consistently incorporated, including but not limited to composition roof and clay roof tiles, typical of the style. Residences with primarily stucco finishes may be accented with heavy wood beams, stonework or other features to enhance the style. Elevations with no discernable style that simply disregard the required masonry requirement will not be considered.
3. Cementitious fiberboard and engineered wood. Cementitious fiberboard or engineered wood may constitute up to 50 percent of the exterior facades of stories other than the first floor if the 85 percent masonry finishing materials is maintained overall. Cementitious fiberboard or engineered wood may also be used for architectural features, including window box-outs, bay windows, roof dormers, columns, chimneys not part of an exterior wall, or other architectural features approved by the director.
4. Elevation repetition. Each unique house elevation shall not be repeated on the lot most directly across the street, nor shall it be repeated on four lots in either direction on the same side of the street. A wide variety of elevations is desired as it augments the character of the subdivision and

reduces monotony of design. Houses that have a primarily stucco exterior shall be limited to three per block face.

5. Elevation masonry mix and pattern. Front elevations may use more than one type of masonry construction in a variety of patterns to vary the architectural appeal of the streetscape.
6. Doors. Garage doors and front entry doors visible from the right-of-way shall consist of stained cedar, redwood, spruce, fir or other hardwood, or other products, including products that are not wood but have a wood appearance, including fiberglass, aluminum/ metal or hardie and approved by the director. Garage doors shall not be required to have reveals or textures or be recessed from garage face. The garage door designs used throughout the Spiritas Ranch Development shall be consistent with the types of garage door designs shown in Exhibit G attached to PD and such additional designs that may be administratively approved by the Town.
7. Some front porches shall be bricked.
8. Front Door enhancement. Homes shall be designed in a manner that enhances the front door rather than the garage door and shall include one of the following or other gifts to streets:
 - Front Porch
 - Columns/ Gateways/ Articulation
 - Or Other Gifts to the Streets
9. Gifts to the Street: All buildings constructed shall include decorative driveway paving (e.g. salt finish, exposed aggregate, or other treatments approved by the town's building official) and at least three (3) of the following below listed design features to provide visual relief along the front of the residence:
 - Garage door(s) with hardware;
 - Carriage style garage door(s) with hardware;
 - Architectural pillars or posts;
 - Bay window(s);
 - Brick chimney on exterior wall;
 - Cast stone accents;
 - Covered front porches (minimum of 30 square feet covered by main roof or an architectural extension);
 - Cupulas or turrets;
 - Dormers or gables;
 - Garage door not facing the street (J-swing garage style);
 - Roof accent upgrades (e.g. metal, tile, slate, solar tiles);
 - Recessed entries a minimum of three feet deeper than main front facade;

Greater than 6:12 primary roof pitch, or variable roof pitches;
Transom windows;
Shutters;
8' Front door
Colored mortar
Brick smaller than "King Size"
Masonry arches;
Mixed masonry patterns (over and above what is required by section 106.06.02(b)(5));
Hanging or Coach lights at entrances;
Decorative attic or gable feature, minimum two square feet in size (e.g. vent, window, brick detail);
Divided Light Windows on the front;
Colored Windows – tan or black;
Decorative Hardware on front door or sconces next to front door;
Exposed rafter tails.

C. Landscape Standards:

1. Trees planted within the median and common areas adjacent to Ryan Spiritas Parkway, and landscape buffers shall be a minimum 3" caliper and shall be planted at a ratio of one (1) tree per each fifty (50) linear feet of street frontage. Trees planted within these common spaces may be planted in groupings, clusters or masses.
2. Amenity retention (wet) ponds shall be designed in a manner to be an amenity to the development by providing a gentle six-to-one (6:1) slope (a partial decorative stone retaining wall may be allowed), a large canopy tree for each 75 linear feet of the perimeter (which may be clustered), fountains, and trash receptacles. Such ponds shall include aeration to ensure water quality. The area shall be accessible by patrons and be maintained by the property owner or established property owners association.
3. Amenity detention (dry) ponds shall be designed in a manner to be an amenity to the development by providing a gentle six-to-one (6:1) slope (a partial decorative stone retaining wall may be allowed), a large canopy tree for each 50 linear feet of the perimeter (which may be clustered), benches and trash receptacles.
4. At least one (1) small ornamental tree, per lot, shall be planted in the side yard of lots adjacent to a street. Trees shall be a minimum 3.0" caliper.

5. Tree Requirements:

Each lot shall have a minimum of two (2) total trees with a combined minimum caliper of 6-inches.

6. No tree mitigation will be required for this project.

7. All front yard landscape beddings are not required to be edged with masonry.

D. Residential fences: All residential fences shall be 6-foot cedar board on board fencing with a top cap on all sides of the lots.

III. GENERAL SUBDIVISION POLICIES

1. No alleys are required within the Spiritas Ranch Development.

2. Trails:

a. All trails shall be 8' wide with a minimum 15' wide level ground surface.

3. (j) (7) a. Parallel Streets – Remove section 107.08.02 (j)(7) a. This section requires 60% of the frontage of creeks to be by ROW

4. (j) (7) b. Cul-de-sac streets – Remove section 107.08.02 (j)(7) b. This section limits the placement of cul-de-sacs, disallows multiple cul-de-sacs in a row, and adds a requirement for a feature at the end of the cul-de-sac. Also puts restrictions on how many cul-de-sacs can be closed off to the floodplain.

5. (j)(8) Setbacks. Adjust side yard setbacks adjacent to creeks/shorelines to be 15' minimum.

Section 107.08.03 – Streets and alleys

6. (b)(5) Maximum street length. “No street shall be more than 1,000 feet in length”. Change to “1,200”

7. (6) Curvilinear requirement. Remove this paragraph. “When a residential street length exceeds 500 feet but is less than 1,000 feet in length, the design of the street shall include a curve of between 100 to 200 feet radius for a length equal to the curve radius.”

8. (7) Street calming methods. Remove this paragraph.

Section 107.08.06 – Other subdivision regulations

9. (e)(3)a. Remove paragraph. Section is requirement for live-screening of franchise utility ground-mounted equipment - 3' spacing of five-gallon shrubs

Section 107.09.01 – Applicability and general requirements

10. (b)(5) Non-residential uses adjacent to parks. Revise section to remove requirement that use cannot back up to park/open space
11. (b)(6) Street abutting a park. Remove 2nd sentence that may require streets abutting open space to be increased width from 31' to 37'.

ENGINEERING DESIGN STANDARDS

Section 3.0 – Drainage design requirements

12. E. – Remove requirement for concrete lining of channels based on CA values. Concrete should remain as an option, but not a requirement. Alternative stabilization techniques shall be approved by the Town Engineer if lining of channel is not concrete.

Section 5.0 – Other Improvements

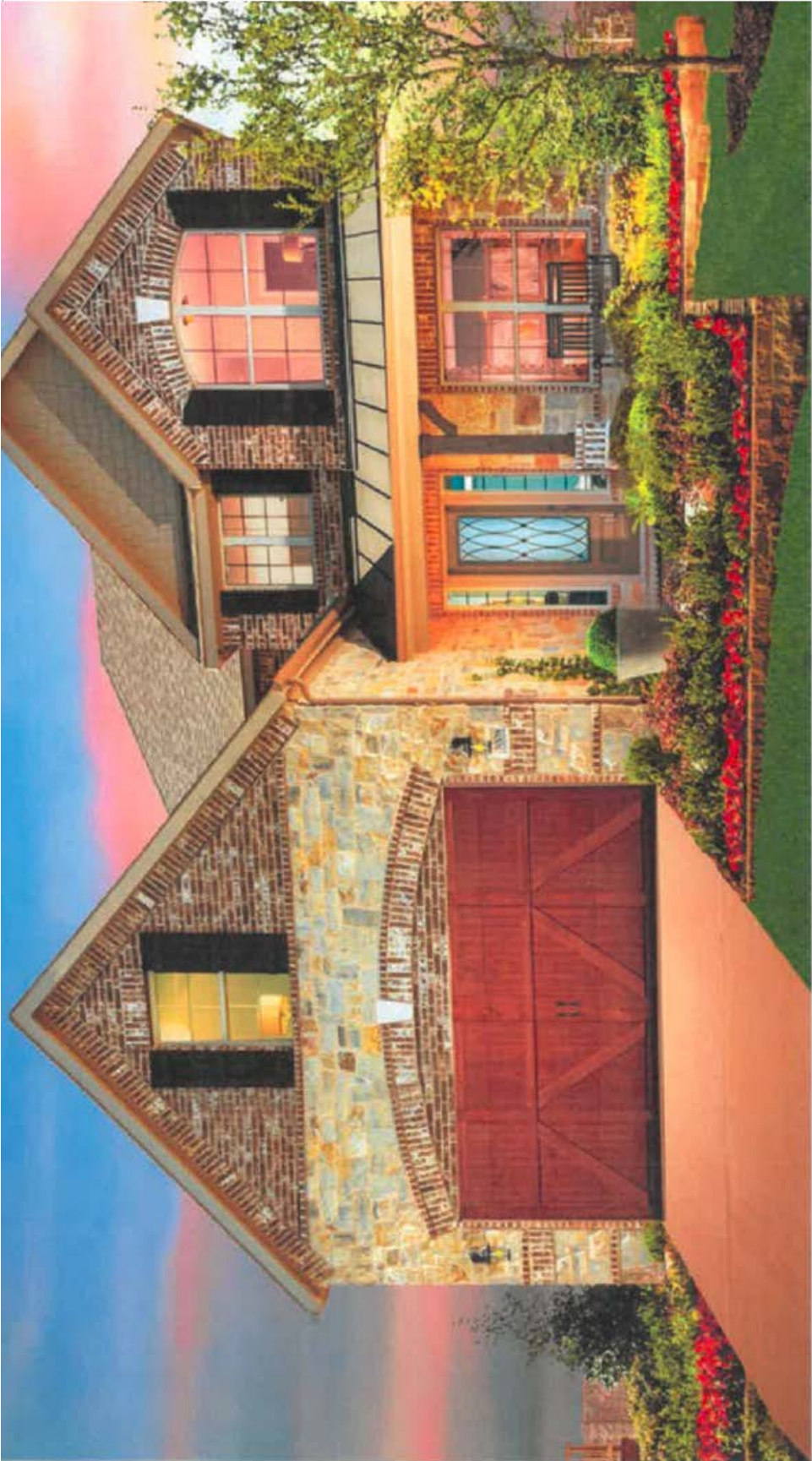
Electric Power and Telephone Service – All powerlines, excluding those preexisting transmission lines, shall be buried.

[illegible]

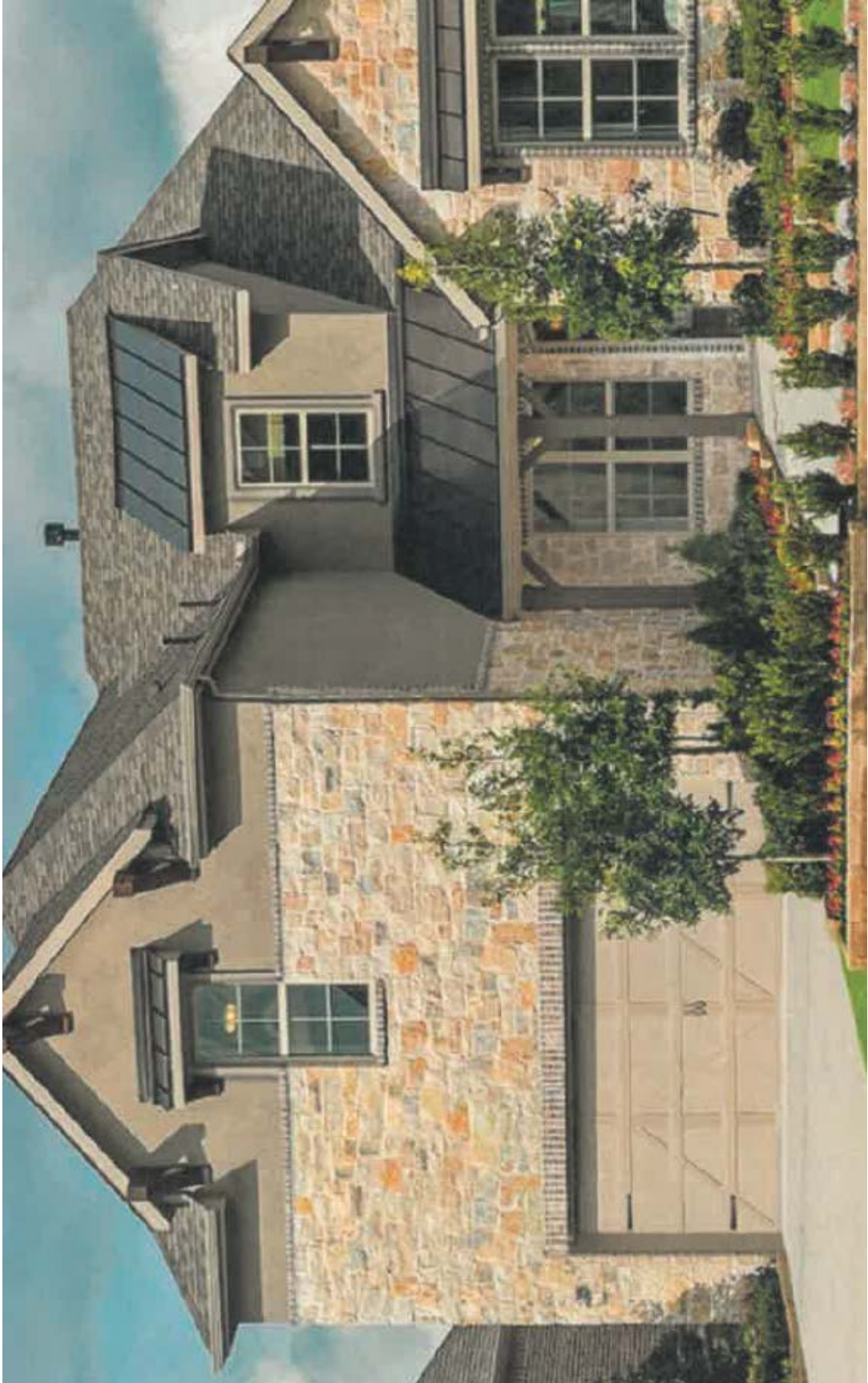
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Exhibit G
Garage Door Designs













**Denton County
Juli Luke
County Clerk**

Instrument Number: 22381

ERecordings-RP

AGREEMENT

Recorded On: February 05, 2021 03:44 PM

Number of Pages: 107

" Examined and Charged as Follows: "

Total Recording: \$450.00

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

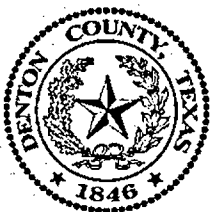
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 22381
Receipt Number: 20210205000761
Recorded Date/Time: February 05, 2021 03:44 PM
User: Connor B
Station: Station 20

Record and Return To:

Simplifile



STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX

SPIRITAS RANCH DEVELOPMENT AGREEMENT

This Spiritas Ranch Development Agreement (this "Agreement") is entered into between the **TOWN OF LITTLE ELM, TEXAS**, (the "Town"), and **MM LITTLE ELM 548, LLC**, a Texas limited liability company, (the "Developer") to be effective on the Effective Date.

SECTION 1 **RECITALS**

WHEREAS, certain terms used in these recitals are defined in Section 2; and

WHEREAS, the Developer and the Town are sometimes collectively referenced in this Agreement as (the "Parties," or, each individually, as (the "Party"); and

WHEREAS, the Town is a home rule municipality of the State of Texas located within Denton County (the "County"); and

WHEREAS, the Developer owns and intends to develop approximately 544.132 acres of real property, which property is described by metes and bounds in Exhibit A and depicted on Exhibit B ("Property") and located in the County; and

WHEREAS, the Property is located partially within the extraterritorial jurisdiction ("ETJ") of the Town and partially within the corporate limits of the Town and not within the ETJ or corporate limit of any other municipality; and

WHEREAS, the Developer and the Town desire to have the ETJ Property (excluding approximately 1 to 3.6 acres) annexed into the Town's corporate boundaries and provide the Town with greater regulatory powers and controls over the development of the ETJ Property annexed into the Town as set forth in this Agreement; and

WHEREAS, the Property will consist of approximately 2135 single-family homes; and

WHEREAS, the Developer plans to develop the Property consisting of residential uses upon the execution of this Agreement and purchase of the Property, and subsequent issuance of PID Bonds for the payment of certain costs for the construction and acquisition of certain public improvements and certain other associated costs to benefit the Property, and for the repayment to Developer for any costs advanced for the construction and acquisition of certain public improvements to benefit the Property as set forth in this Agreement; and

WHEREAS, the Developer desires and intends to design, construct and install and/or make financial contributions to certain on-site and/or off-site public improvements to serve the development of the Property ("Authorized Improvements"), which Authorized Improvements are generally identified in Exhibit C and will be the same as those described in the Service and Assessment Plan; and

WHEREAS, the Developer shall convey or cause the conveyance of a three acre site within the Property to the Town for the purpose of having a fire station constructed on the site, necessary to serve the Property; and

WHEREAS, the Developer intends for the design, construction and installation of the Authorized Improvements to occur in a phased manner and to dedicate or cause the dedication of such Authorized Improvements to the Town, for use and maintenance, subject to approval of the plans and inspection of the Authorized Improvements in accordance with this Agreement and the Town Regulations, as hereinafter defined, and contingent upon the partial or total financing of such Authorized Improvements; and

WHEREAS, the Developer and the Town estimate that the cost of the Authorized Improvements that the Developer shall be reimbursed for will be \$65,000,000.00 and is the maximum amount that will be financed and reimbursed to the Developer; and

WHEREAS, to accomplish the high quality development of the Property envisioned by the Parties and to provide financing for the Authorized Improvements, the Town has determined it is necessary for the Town to create a public improvement district ("PID") pursuant to Chapter 372, Texas Local Government Code, as amended ("PID Act"); and

WHEREAS, in consideration of the Developer's agreements contained herein, the Town shall exercise its powers under the PID Act, to provide alternative financing arrangements that will enable the Developer to do the following in accordance with the procedures and requirements of the PID Act and this Agreement: (a) fund or be reimbursed for a specified portion of the costs of the Authorized Improvements using the proceeds of PID Bonds or obtain reimbursement for the specified portion of the costs of the Authorized Improvements but not to exceed \$65,000,000.00, the source of which reimbursement will be installment payments from Assessments within the Property or the issuance of PID Bonds; and

WHEREAS, the Town, subject to the consent and approval of the Town Council, and in accordance with the terms of this Agreement and all legal requirements, intends to: (i) adopt a Service and Assessment Plan; (ii) adopt an Assessment Ordinance (to pay for a specified portion of the estimated cost of the Authorized Improvements shown on Exhibit C and the costs associated with the administration of the PID and issuance of the PID Bonds; and (iii) issue PID Bonds for the purpose of financing a specified portion of the costs of the Authorized Improvements and related costs (including Administrative Expenses) and paying issuance costs and the cost of funding all reserves, accounts, and funds required by the applicable Bond Ordinance (including a capitalized interest account, a debt service reserve fund, and the project fund); and

WHEREAS, the Town, in its sole legislative discretion, may issue PID Bonds periodically up to a maximum of \$65,000,000.00, in multiple series, to finance a specified portion of the costs of the Authorized Improvements and related costs (including Administrative Expenses) and paying issuance costs and the cost of funding all reserves, accounts, and funds required by the applicable Bond Ordinance (including a capitalized interest account, a debt service reserve fund, and the project fund); and

WHEREAS, prior to the sale of the first PID Bond issue: (a) the Town Council shall have approved and adopted the PID Resolution, a Service and Assessment Plan and an Assessment Ordinance (collectively, the "PID Documents"); (b) the Town shall have reviewed and approved the Home Buyer Disclosure Program; (c) owners of the Property constituting all of the acreage in the PID shall have executed a Landowner Agreement (as defined in Section 2, herein); and (d) the

Developer shall have delivered a fully executed copy of the Landowner Agreement(s) to the Town; and

WHEREAS, the Parties agree that the Authorized Improvements are also improvements that qualify as projects under the TIF Act, as amended; and

WHEREAS, the Property is located within the TIRZ; and

WHEREAS, prior to the authorization of the first issuance of PID Bonds, the Town Council intends to amend the TIRZ Ordinance and the TIRZ Project and Finance Plan as detailed in Section 4 of this Agreement; and

WHEREAS, the Developer understands and acknowledges that the obligations undertaken under this Agreement are primarily for the benefit of the Property; and

WHEREAS, the Developer understands and acknowledges that acceptance of this Agreement is not an exaction or a concession demanded by the Town, but rather is an undertaking of the Developer's voluntary design to ensure consistency, quality, and adequate infrastructure that will benefit the Developer's development of the Property and the Property itself; and

WHEREAS, it is the intent of the Parties that the Property will be developed pursuant to an agreed upon concept plan ("Concept Plan"), which Concept Plan is attached hereto as **Exhibit D**, and the development standards set forth in certain proposed planned development zoning standards ("Development Standards"), which Development Standards are attached hereto as **Exhibit E**; and

WHEREAS, the Parties agree that the standard review period (the "Standard Review Period") for inspections shall be two (2) business days and the Standard Review Period for plan review shall be ten (10) days; and

WHEREAS, immediately following annexation of the ETJ Property (excluding approximately 1 to 3.6 acres), the Town intends to consider zoning the Property as a planned development district in accordance with this Agreement; and

WHEREAS, as a portion of the Property is within the Town's ETJ on the Effective Date, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code; and

WHEREAS, the Parties intend that this Agreement is a development agreement as provided for by state law in Section 212.171 *et seq* of the Texas Local Government Code; and

WHEREAS, this Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code and as allowed pursuant to Section 212.172(g) of the Texas Local Government Code; and

WHEREAS, the Town recognizes the positive impact that the construction and installation of the Authorized Improvements for the PID will bring to the Town and will promote state and local economic development; to stimulate business and commercial activity in the municipality; for the

development and diversification of the economy of the state; development and expansion of commerce in the state; and elimination of employment or underemployment in the state; and

WHEREAS, the Town recognizes that financing of the Authorized Improvements confers a special benefit to the Property within the PID.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION 2 **DEFINITIONS**

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Administrative Expenses shall include, without limitation, expenses incurred by the Town in the establishment, administration, and operation of the PID.

Agreement means this Spiritas Ranch Development Agreement.

Amenity Center. A public facility serving the public and the property utilized for sports and recreation activities.

Assessment means a special assessment levied by the Town within the PID pursuant to Chapter 372, Texas Local Government Code, pursuant to an Assessment Ordinance, to pay for a specific portion of the Budgeted Cost, which shall be Authorized Improvement Costs.

Assessment Ordinance means an ordinance adopted by the Town Council which levies assessments on the Property in accordance with the PID Act to pay for a specified portion of the costs of certain Authorized Improvements and interest thereon set forth in the Service and Assessment Plan as well as the costs associated with the issuance of the PID Bonds that provide a special benefit to the Property.

Assessment Roll(s) means an Assessment Roll(s) attached to the Service and Assessment Plan or any other Assessment Roll in an amendment or supplement to the Service and Assessment Plan or in an annual updated to the Service and Assessment Plan, showing the total amount of the Assessment against each parcel assessed under the Service and Assessment Plan related to the Authorized Improvements.

Authorized Improvements means water, sewer, drainage, and roadway infrastructure and facilities needed to serve and fully develop the Property and to be constructed by the Developer or by or on behalf of the Town, including but not limited to the improvements listed in **Exhibit C**.

Authorized Improvement Costs means the design, engineering, construction, and inspection costs of the Authorized Improvements.

Bond Ordinance means and refers to an ordinance adopted by the Town Council that authorizes and approves the issuance and sale of the PID Bonds by the Town.

Budgeted Cost with respect to any given Authorized Improvement means the estimated cost of such improvement as set forth in **Exhibit C**.

Certification for Payment Form means a certificate which shall be submitted to the Town no more frequently than monthly, with all paid invoices, bills, and receipts for work completed on any of the Authorized Improvements, in the form of **Exhibit J** attached hereto.

Chapter 380 means Chapter 380 of the Texas Local Government Code, as amended.

Cost Underruns means actual Authorized Improvement Costs that are less than the Budgeted Costs set forth in the SAP.

Developer means the entity, MM Little Elm 548, LLC, a Texas limited liability company and its successors and assigns, responsible for developing the Property in accordance with this Agreement.

Development means the new development on the Property that is the subject of this Agreement.

Effective Date means the effective date of this Agreement, which shall be the date upon which all parties have fully executed this Agreement.

ETJ Property means the real property described by metes and bounds in **Exhibit A-1** and depicted on **Exhibit B-1**.

Eminent Domain Fees shall have the meaning assigned in Section 14.7 hereof.

End Buyer means any Developer, developer homebuilder, tenant, user, or owner of a Fully Developed and Improved Lot.

Fully Developed and Improved Lot means any lot in the Property, regardless of proposed use, intended to be served by the Authorized Improvements and for which a final plat has been approved by the Town and recorded in the Real Property Records of Denton County, Texas.

HOA means a homeowner's association governing the Property.

Home Buyer Disclosure Program means the disclosure program, administered by the PID Administrator as set forth in a document in the form of **Exhibit H** that establishes a mechanism to disclose to each End Buyer the terms and conditions under which their lot is burdened by the PID.

Improvement Account of the Project Fund means the construction fund account created under the Indenture used to pay for portions of the Authorized Improvements as provided for in the Service and Assessment Plan.

Indenture means a trust indenture by and between the Town and a trustee bank under which PID Bonds are secured and funds disbursed.

Landowner(s) means the Developer and additional owners of the Property.

Landowner Agreement means the agreement, as set forth in a document in the form of **Exhibit I**, of an owner of the Property consenting to the form and terms of the PID Documents.

Mayor means the Mayor of the Town of Little Elm, Texas.

Municipal Utility District means Denton County Municipal Utility District Number 8.

Mustang SUD means the Mustang Special Utility District.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

PID means a public improvement district created by the Town for the benefit of the Property pursuant to Chapter 372, Texas Local Government Code, to be known as the Spiritas Ranch Public Improvement District.

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

PID Administrator means a company, entity, employee, or designee of the Town, who is experienced in public improvement districts and assessment administration and who shall have the responsibilities provided in the Service and Assessment Plan, or any other agreement or document approved by the Town, related to the duties and responsibilities for the administration of the PID.

PID Bonds means assessment revenue bonds issued by the Town and secured by Assessments on property within the PID.

PID Resolution means the resolution and improvement order adopted by the Council creating the PID pursuant to Section 372.010 of the PID Act and approving the advisability of the Authorized Improvements.

Project means a commercial development and residential community including open space, and other public and private amenities that will benefit and serve the present and future citizens of the Town as contemplated by this Agreement.

Property means the real property described by metes and bounds in **Exhibit A** and depicted on **Exhibit B**.

Public Infrastructure means all water, sewer, drainage and roadway infrastructure necessary to serve the full development of the Property.

Real Property Records of Denton County means the official land recordings of the Denton County Clerk's Office.

Service and Assessment Plan or SAP means the PID Service and Assessment Plan adopted by the Town Council, and amended annually, if needed, by the Town Council pursuant to the PID Act for the purpose of assessing allocated costs against property located within the boundaries of the PID having terms, provisions and findings approved by the Town, as required by this Agreement.

TIF Act means Chapter 311 of the Texas Tax Code, as amended.

TIRZ means Reinvestment Zone Number Five, Town of Little Elm, Texas.

TIRZ Documents means the TIRZ project and finance plan, the TIRZ Ordinance, and this Agreement.

TIRZ Fund(s) means the fund(s) set up by the Town in order to receive the TIRZ funds in accordance with this Agreement, the TIRZ Documents and state law.

TIRZ Ordinance means the Town Ordinance adopted by the Town Council establishing the TIRZ pursuant to Chapter 311, Texas Tax Code, and any subsequent ordinances effectuating amendments thereto.

TIRZ Project and Finance Plan means the project and finance plan for the TIRZ, as amended from time to time.

Town means the Town of Little Elm, a general law municipality located in Denton County, Texas.

Town Manager means the current or acting Town Manager or a person designated to act on behalf of that individual if the designation is in writing and signed by the current or acting Town Manager.

Town Code means the Code of Ordinances, Town of Little Elm, Texas.

Town Council means the Town Council of the Town.

Town Regulations mean collectively, (i) the Town Code provisions, ordinances, design standards, and other policies duly adopted by the Town and in effect on the Effective Date of this Agreement and as may be amended, and (ii) the Town's uniform and international building and construction codes in effect on the Effective Date of this Agreement and as may be amended.

SECTION 3

PUBLIC IMPROVEMENT DISTRICT

3.1 Creation and Levy of Assessments. The Town shall use its best efforts to initiate and approve all necessary documents and ordinances required to effectuate this Agreement, to create the PID, to levy the Assessments, and to prepare and approve the Service and Assessment Plan providing for the levy of the Assessments on the Property within the PID. Promptly following preparation and approval of a preliminary Service and Assessment Plan acceptable to the Developer and the Town and subject to the Town Council making findings that the Authorized Improvements confer a special benefit on the Property, the Town Council shall consider an Assessment Ordinance. The Developer shall develop the Property consistent with the terms of this Agreement. Nothing contained in this Agreement, however, shall be construed as creating a contractual obligation that controls, waives, or supplants the Town Council's legislative discretion or functions.

3.2 Assessment. The tax equivalent assessment rate for each assessment levy shall not be less than \$0.71 per \$100 taxable assessed valuation, without prior, written consent of the

Developer. This aggregate levy of Assessments for all phases of Development shall provide a minimum of \$36,000,000.00 of net funds for paying and/or reimbursing the Developer for costs of the Authorized Improvements.

3.3 Acceptance of Assessments and Recordation of Covenants Running with the Land. Concurrently with the levy of the Assessments, the Developer shall approve and accept in writing the levy of the Assessment(s) on all land owned by the Developer and shall approve and accept in writing the Home Buyer Disclosure Program and shall cause to be recorded against the Property covenants running with the land that will bind any and all current and successor developers and owners of the Property to: (i) pay the Assessments, with applicable interest and penalties thereon, as and when due and payable hereunder and that the purchasers of such land take their title subject to and expressly assume the terms and provisions of such assessments and the liens created thereby; and (ii) comply with the Home Buyer Disclosure Program.

SECTION 4 **TIRZ #5**

4.1 Tax Increment Reinvestment Zone Number 5. The Town shall exercise its powers under the TIF Act to revise the TIRZ Ordinance, TIRZ Project and Finance Plan, and any applicable TIRZ agreement, which revisions shall include (i) removing approximately 66 acres, as shown on Exhibit K, from the TIRZ, (ii) extending the term of the TIRZ to fiscal year 2060, and (iii) dedicating fifty percent (50%) of the Town's tax increment attributable to the TIRZ, based on the Town's tax rate each year, which funds generated from the Property shall be used to reimburse the Developer in the form of Chapter 380 grants for costs of public improvements in accordance with the TIRZ Project and Finance Plan.

4.2 TIRZ Priority. In accordance with the revised TIRZ Project and Finance Plan, the TIRZ Fund shall pay for the costs of capital improvements that are Authorized Improvements and qualify as projects under the TIF Act until fiscal year 2060 or until the amount of all funds collected as the TIRZ increment placed into the TIRZ Fund has an aggregate total of \$184,000,000, whichever comes first.

4.3 TIRZ Fund. In accordance with the TIRZ Project and Finance Plan, the Town's collected revenue from its tax increment obtained from the Property in each phase shall be placed into a TIRZ Fund, a separate fund which has been created by the Town. It is anticipated that the monies in the TIRZ Fund shall be distributed in accordance with each TIRZ Project and Finance Plan to reimburse the Developer in the form of Chapter 380 grants for costs of public improvements in accordance with the TIRZ Project and Finance Plan.

SECTION 5 **MUNICIPAL UTILITY DISTRICT**

The Developer shall have the obligation to ensure that the ETJ Property (excluding approximately 1 to 3.6 acres of real property which shall remain in the Municipal Utility District) shall be disannexed from the Municipal Utility District as soon as practical after the execution of this Agreement and before such portion of the ETJ Property is annexed into the Town limits.

SECTION 6
AUTHORIZED IMPROVEMENTS

6.1 Authorized Improvements. The Budgeted Costs, including the Authorized Improvements, are subject to change and shall be updated by the Town consistent with the Service and Assessment Plan, as may be updated and amended, and the PID Act, and shall be included on each approved final plat(s) for the Property as each final plat for each phase of the Property is approved by the Town Council. The Developer shall include an updated **Exhibit C** with each final plat application which shall be submitted to the Town Council for consideration and approval concurrently with the submission of each final plat. Upon approval by the Town Council of an updated **Exhibit C**, this Agreement shall be deemed amended to include such approved updated **Exhibit C**. The Authorized Improvement Costs and the timetable for installation of the Authorized Improvements will be reviewed annually by the Parties in an annual update of the Service and Assessment Plan adopted and approved by the Town.

6.2 Construction, Ownership, and Transfer of Authorized Improvements.

(a) Construction Plans. The Developer shall prepare, or cause to be prepared, plans and specifications for each of the Authorized Improvements and have them submitted to the Town (and Mustang SUD in the case of water and wastewater improvements) for approval in accordance with the Town Regulations.

(b) Contract Award. The contracts for construction of Authorized Improvements shall be let in the name of the Developer. The Developer's engineers shall prepare, or cause the preparation of, and provide contract specifications and necessary related documents for the Authorized Improvements. The Developer shall administer all contracts. The Budgeted Costs, which are estimated on **Exhibit C**, shall be paid by the Developer or caused to be paid by the Developer, or the Developer's assignee, and reimbursed from the proceeds of the PID Bonds in accordance with the Indenture, or reimbursed by the collected Assessments levied pursuant to the terms of any reimbursement agreement. Until such Budgeted Costs are paid in full by the Town pursuant to the terms of this Agreement, the Indenture, or any reimbursement agreement, unpaid monies owed by the Town under any reimbursement agreement, or the Indenture shall bear interest as described therein.

(c) Construction Standards and Inspection. The Authorized Improvements and all other Public Infrastructure required for the development of the Property shall be constructed and inspected in accordance with applicable state law, Town Regulations and other development requirements, including those imposed by the Town and any other governing body or entity with jurisdiction over the Authorized Improvements (specifically Mustang SUD in the case of water and wastewater improvements). All applicable fees, including permit fees and inspection fees, shall be paid by Developer.

(d) Competitive Bidding. This Agreement and construction of the Authorized Improvements are anticipated to be exempt from competitive bidding pursuant to Texas Local Government Code Section 252.022(a)(9) and 252.022(a)(11) based upon current cost estimates. In the event that the actual costs for the Authorized Improvements do not meet the parameters for

exemption from the competitive bid requirement, then either competitive bidding or alternative delivery methods may be utilized by the Town as allowed by law.

(e) Ownership. All of the Authorized Improvements shall be owned by the Town or Mustang SUD, where applicable, upon acceptance of them by the Town or Mustang SUD. The Developer agrees to take any action reasonably required by the Town to transfer or otherwise dedicate or ensure the dedication of easements and facilities for the Authorized Improvements to the Town and the public, and where applicable Mustang SUD.

6.3 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the Authorized Improvements or any portion thereof, the Town or Mustang SUD, as applicable, shall maintain and operate the Authorized Improvements.

(b) The HOA shall maintain and operate the open spaces, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, retaining walls, ponds, entry features, and any other common improvements or appurtenances not maintained and operated by the Town, provided that all Authorized Improvements maintained by the HOA shall be public improvements.

6.4 Administration of Construction of Public Infrastructure. The Parties agree that the Developer will be responsible to construct the on-site and off-site storm, roadway, water and sewer infrastructure for the Property necessary to serve the Development and as listed in Exhibit C.

6.5 Water and Wastewater Service. Mustang SUD holds the certificates of convenience and necessity to provide retail water and sewer service to the Property. The Property will be served by Mustang SUD.

SECTION 7 **PAYMENT OF AUTHORIZED IMPROVEMENTS**

7.1 Improvement Account of the Project Fund. On the date of issuance of any PID Bonds by the Town, the Town shall establish the Improvement Account of the Project Fund in accordance with the applicable Indenture. Any Improvement Account of the Project Fund shall be maintained as provided in the Indenture and shall not be commingled with any other funds of the Town. Any Improvement Account of the Project Fund shall be administered and controlled (including signatory authority) by the Town, or the trustee bank for the PID Bonds, and funds in the Improvement Account of the Project Fund shall be deposited and disbursed in accordance with the terms of the Indenture. In the event of any conflict between the terms of this Agreement and the terms of the Indenture relative to deposit and/or disbursement, the terms of the Indenture shall control.

7.2 Cost Overrun. If the total cost of an Authorized Improvement exceeds the total amount of the Budgeted Cost for that Authorized Improvement (the "Cost Overrun"), the Developer shall be solely responsible for the remainder of the costs of that Authorized Improvement, except as provided in Section 7.3 below.

7.3 Cost Underrun. If, upon the completion of construction of an Authorized Improvement (or segment or section thereof) and payment or reimbursement for such Authorized Improvement, there are Cost Underruns, any remaining Budgeted Cost(s) may be available to pay Cost Overruns on any other Authorized Improvement with the approval of the Town Manager and provided that all Authorized Improvements as set forth in the Service and Assessment Plan are undertaken at least in part. Prior to completion of all of the Authorized Improvements within an improvement category, as listed in the applicable SAP and the applicable PID phase, ten percent (10%) of funds available from an improvement category may be used as Cost Underruns and applied to another improvement category. If, upon completion of the Authorized Improvements in any improvement category, there are funds remaining in any improvement categories, those funds can then be used to reimburse the Developer for any qualifying costs of the Authorized Improvements that have not been previously paid.

7.4 Remainder of Funds in Improvement Account of the Project Fund. If funds remain in the Improvement Account of the Project Fund after the completion of all Authorized Improvements and the payment of all Authorized Improvements Costs as provided for in the Indenture, then such funds shall thereafter be the exclusive property of the Town and shall be used by the Town as provided for in the Service and Assessment Plan and the Indenture, or any other use applicable to the Property as provided by law.

7.5 Payment Process for Authorized Improvements.

(a) The Town shall authorize reimbursement of the Authorized Improvement Costs. The Developer shall submit a Certification for Payment Form to the Town (no more frequently than monthly) for Authorized Improvement Costs including a completed segment, section or portion of an Authorized Improvement, as approved by the Town. The Certification for Payment Form is set forth in Exhibit J, which may be modified by the Indenture or a reimbursement agreement, if applicable. The Town shall review the sufficiency of each Certification for Payment Form (each, a "Payment Certificate") with respect to compliance with this Agreement, compliance with Town Regulations, and compliance with the SAP. The Town shall review each Payment Certificate within fifteen (15) business days of receipt thereof and upon approval, certify the Payment Certificate pursuant to the provisions of the Indenture or reimbursement agreement, if applicable, and payment shall be made to the Developer pursuant to the terms of the Indenture or reimbursement agreement, if applicable, provided that funds are available under the Indenture or reimbursement agreement. If a Payment Certificate is approved only in part, the Town shall specify the extent to which the Payment Certificate is approved and payment for such partially approved Payment Certificate shall be made to the Developer pursuant to the terms of the Indenture or reimbursement agreement, as applicable, provided that funds are available under the Indenture or reimbursement agreement.

(b) If the Town requires additional documentation, timely disapproves or questions the correctness or authenticity of the Payment Certificate, the Town shall deliver a detailed notice to the Developer within ten (10) business days of receipt thereof, then payment with respect to disputed portion(s) of the Payment Certificate shall not be made until the Developer and the Town have jointly settled such dispute or additional information has been provided to the Town's reasonable satisfaction.

SECTION 8

PID FINANCING

8.1 Town Bond Issuance. Subject to Section 8.2 below, the Town intends to issue PID Bonds solely for the purposes of financing the costs of the Authorized Improvements and related costs (including Administrative Expenses) and paying issuance costs and the cost of funding all reserves, accounts, and funds required by the applicable Bond Ordinance (including a capitalized interest account, a debt service reserve fund, and the project fund). The Town and the Developer have determined and hereby agree that the estimated maximum aggregate principal amount of PID Bonds will be \$65,000,000 and the minimum aggregate principal amount of \$51,000,000, which shall be based on the amount requested by the Developer. The Town staff will, from time to time, submit to the Town Council agenda items to approve the issuance of PID Bonds by the Town. The Town may not issue PID Bonds for a subsequent phase of development until the parks, open space, and trails are completed for the previous phase of development, provided such parks, open space, and trails are required for the previous phase of development.

8.2 Third-Party Financing. Upon the request of the Developer, the Town shall provide its consent to third-party financing based upon the Developer's assignment of its right to receive monies under the terms of any reimbursement agreement related to the Authorized Improvements. The Town further agrees to take such additional actions and provide such additional documentation as the Developer may reasonably request to facilitate any such third-party financing, including providing acknowledgements, certifications, continuing disclosure agreements and materials, and written descriptions and explanations of the composition of any payments provided by the Town pursuant to any reimbursement agreement related to the Authorized Improvements (e.g. detail on which portions of a payment are Assessments, foreclosure proceeds, prepayments, etc.).

8.3 Costs for Non-Bank Qualified Bonds. The Developer agrees to pay the Town any additional costs the Town may incur if the issuance of the PID Bonds requires the Town's obligations supporting public improvements to be deemed not to qualify for the designation of "qualified tax exempt obligations" as a result of the issuance of the PID Bonds. The Town's Financial Advisor shall calculate such amount and the Town shall provide a written invoice to the Developer. The Developer shall pay such costs to the Town within thirty (30) days of the date of Town's invoice.

SECTION 9

ANNEXATION AND POST-ANNEXATION MATTERS

9.1 Annexation. This Agreement constitutes the consent of the Developer to the Town's full purpose annexation of the ETJ Property. The Developer shall submit a petition for voluntary annexation of the ETJ Property (excluding approximately 1 to 3.6 acres of real property to remain in the Municipal Utility District) to the Town in compliance with Chapter 43 of the Texas Local Government Code, as amended, within thirty days of the Effective Date of this Agreement. The Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the Town to annex such portion of the ETJ Property (which shall not include any property still located within the Municipal Utility District) into the Town's corporate limits and the Parties agree that the annexation of such portion of the ETJ Property shall occur

after the Town issues PID Bonds or approves a reimbursement agreement for reimbursing the Developer for the costs of the Authorized Improvements, and as soon as reasonably practicable after the execution of this Agreement, in accordance with statutory requirements.

9.2 Zoning of Property. While the Parties expressly acknowledge that the ETJ Property (excluding approximately 1 to 3.6 acres of real property to remain in the Municipal Utility District) will be voluntarily annexed in accordance with Section 9.1 of this Agreement, the Parties agree that the Concept Plan, the Development Standards, and the applicable provisions of this Agreement memorialize the plan for development of the portion of the ETJ Property annexed into the Town as provided for in Section 212.172 of the Texas Local Government Code. The Town shall consider zoning the Property as a planned development district consistent with the Development Standards, Concept Plan, and applicable provisions of this Agreement contemporaneously with annexation of such portion of the ETJ Property. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this Section. Nothing in this Section is intended to constitute a delegation or contracting away of the governmental authority of the Town to zone, or to determine appropriate zoning, and the Town reserves the right, at all times, to control the zoning process for all property that is to be zoned as a planned development district.

9.3 Compliance with Town Regulations.

(a) When not in conflict with the terms and conditions of this Agreement, including the Development Standards, development of the Property shall be subject to all applicable Town Regulations.

(b) When not in conflict with the Development Standards and the Concept Plan, all buildings and improvements constructed within the Property shall comply with all Town Regulations, and applications for building permits and construction plans shall be submitted to the Town for review and approval prior to the commencement of construction of such structures. The Town shall be solely responsible for issuing building permits and certificates of occupancy for all structures.

9.4 Phasing. The Parties acknowledge that the Property may be developed in phases as generally shown for illustrative purposes only on Exhibit D-3 attached to this Agreement. Any changes to the phasing as shown on Exhibit D-3 will not require this Agreement to be amended. If deemed necessary, the Developer may submit a replat for all or any portions of the Property. Any replat shall be in general conformance with the Concept Plan and subject to Town approval.

9.5 Conflicts. In the event of any direct conflict between this Agreement and any other Town Regulation or Town enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement, including its exhibits, as applicable, shall control. In the event of a conflict between this Agreement and any other prior Agreement of the Parties (including any predecessor-in-interest of the Developer) relating to development of the Property, this Agreement shall control.

9.6 Vested Rights. This Agreement shall constitute a "permit" (as defined in Chapter 245 of the Texas Local Government Code) that is deemed filed with the Town on the Effective Date. The Developer agrees that it must comply with the following codes and standards, as may

be amended from time to time, and does not have vested rights in any of the following: (i) uniform building, fire, electrical, plumbing or mechanical codes adopted by recognized national code organization; (ii) municipal zoning regulations that do not affect landscaping or tree preservation, open space or park dedication, property classification, lot size, lot dimensions, lot coverage, or building size or that do not change development permitted by a restrictive covenant required by the Town; (iii) fees imposed in conjunction with development permits; (iv) regulations for utility connections; (v) construction standards for public works located on public lands or easements; and (vi) any other regulations to which Chapter 245 of the Texas Local Government Code does not apply.

9.7 Expiration of Permits.

(a) Any permit (as defined in Chapter 245 of the Texas Local Government Code) secured pursuant to this Agreement shall expire two years from the date it is issued if no progress has been made toward completion of the Project. In the event the permit expires, neither the Developer nor any person authorized by the Developer shall perform any work for which the permit was originally issued without filing a new permit application and complying with the Town Regulations in effect on the date of application as permitted by law.

(b) The Project shall expire five years from the Effective Date if no progress has been made towards completion of the Project. In the event the Project expires, neither the Developer nor any person authorized by the Developer shall perform any work on the Project without filing a new permit application and complying with the Town Regulations in effect on the date of application as permitted by law.

9.8 Concept Plan. The Parties agree that the Concept Plan, attached as Exhibit D, was created by the Developer for illustrative purposes only. In the event of a conflict between the Concept Plan and the Development Standards attached as Exhibit E, the Development Standards shall control. Any amendment to the Concept Plan shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become part of this Agreement. The Town Manager may administratively approve any amendments to the Concept Plan that the Town Manager deems in his or her reasonable discretion to be minor in nature.

SECTION 10
ADDITIONAL OBLIGATIONS

10.1 Fees. The Town shall waive and not collect any park fees and roadway impact fees. The Town shall impose a capital recovery fee (the "Capital Recovery Fee") of \$2,750.00 per residential lot. The Capital Recovery Fee shall be collected from the applicant for a building permit and the collected Capital Recovery Fee shall be placed into a segregated account (the "Segregated Account"), which monies shall be used for the construction of the Fire Station EMS Center as detailed in Section 10.2. All other fees for the Development shall be set as they are at the time of the Effective Date.

10.2 Fire Station EMS Center. An approximately three-acre site, as shown on the Concept Plan, shall be conveyed to the Town. The Developer shall construct or cause the

construction of a Fire Station EMS Center on such three-acre site, which construction shall begin when the 1250th residential building permit is processed by the Town. The Fire Station EMS Center shall generally include the specifications as outlined in **Exhibit E-1**. The Developer shall not be obligated to provide any level of amenities/finish-out which exceeds the level of amenities/finish-out provided for the initial construction of Little Elm Fire Station #3. Any such amenities/finish-out or increases in square footage, if requested by the Town and which exceed those provided for the initial construction of Little Elm Fire Station #3, shall be paid by the Town. The Developer shall be responsible for all costs associated with the construction of the Fire Station EMS Center subject to, however, that the Developer shall be able to draw upon and expend funds in the Segregated Account for the costs of the Fire Station EMS Center.

10.3 School Site. Subject to an agreement with Denton Independent School District, an approximately thirteen-acre site may be placed within the Development, in accordance with the Concept Plan.

10.4 Amenity Sites. The Developer is to construct or cause the construction of two amenity sites within the Development, in a phased manner, as generally shown on **Exhibit F** attached hereto. Construction of amenity site #1, as shown on **Exhibit F** attached hereto, shall begin within ninety (90) days after the acceptance by the Town of the lots within phase 1 (approximately 540 lots) of the Development as shown and labeled as "Phase 1" on the Concept Plan. The amenity site #1 shall be completed within fifteen (15) months of the Town's acceptance of the lots within Phase 1. Construction of amenity site #2, as shown on **Exhibit F** attached hereto, shall begin within ninety (90) days after acceptance of the Town of the lots within phase 2M of the Development (approximately 145 lots) as shown and labeled as "Phase 2M" on the Concept Plan. The amenity site #2 shall be completed within fifteen (15) months of the Town's acceptance of the lots within Phase 2M. Construction of the restaurant and/or convenience store within amenity site #1 shall begin within ninety (90) days of the issuance of the 1500th residential building permit on the Property.

10.5 Ryan Spiritas Parkway. That portion of FM 2931 reflected on **Exhibit D** attached hereto, shall be known as Ryan Spiritas Parkway and all road signs within the Property referencing such road shall refer to it as "Ryan Spiritas Parkway" ("RS Parkway"). RS Parkway shall be a four-lane divided roadway as shown on the attached Concept Plan and shall be constructed or caused to be constructed by Developer. The Town and the Developer shall seek Denton County assistance in the finance of RS Parkway. The Developer shall request, from Denton County seeking, from the county, assistance in paying the cost of two of the lanes in some form of payment or reimbursement. Further obligations of the Developer and the Town relating to construction of RS Parkway are as follows:

(a) The Developer shall construct or cause the construction of two lanes of RS Parkway from FM 720 to US 380 during phase one of Development and the two remaining lanes to begin construction by the 1,000 residential building permit;

(b) The Developer shall pursue any offsite easements and/or right-of-way necessary for the construction of RS Parkway. In the event that the Developer is unable to obtain any offsite easements and/or right-of-way necessary for the construction of RS Parkway, the Town agrees to use its power of eminent domain as provided in Section 14.7 of this Agreement to obtain such

easements and/or right-of-way. The Developer shall be reimbursed by the Town from roadway impact fees collected, to the extent such funds are available, related to the development of the Keck and Spiritas tracts, which tracts are directly north of the Property and adjacent to RS Parkway, for any Eminent Domain Fees paid by the Developer as required in Section 14.7 of this Agreement for the Town obtaining easements and/or right-of-way necessary for the construction of RS Parkway.

(c) The Developer and the Town agree that for the term of this Agreement the name of portion of FM 2931 reflected on the Concept Plan shall be the "Ryan Spiritas Parkway" and the name right granted under this Section 10.5(c) shall not be amended or modified in any way without the consent of the Spiritas Family (as defined below). On the Effective Date, the name right granted under this Section 10.5(c) shall not be amended or modified in any way without the consent of at least one of the following Spiritas family members: Steven F. Spiritas, Jason Spiritas, or upon the demise of both Steven F. Spiritas and Jason Spiritas, the consent of a lineal descendent of Steven F. Spiritas or Jason Spiritas (all collectively known as the "Spiritas Family"). Furthermore, the name "Ryan Spiritas Parkway" shall be included on and part of any recorded plat (preliminary, final, or other) and/or permit required to construct RS Parkway.

10.6 HEB Road – East/West Roadway. The Developer shall construct or cause the construction of approximately twenty-five (25) feet of pavement of the four-lane divided roadway as shown on Exhibit G attached hereto (the "HEB Road"). The turn lanes on HEB Road shall be designed to perform turns to access the HEB commercial property. The Town, at its sole expense, shall be responsible for all remaining construction of the HEB Road and obtaining any offsite easements needed for construction of the HEB Road. The Developer will only be responsible for providing rights-of-way necessary for the HEB Road as it relates directly to property owned by the Developer.

10.7 Parks, Open Space, and Trails. The Developer shall provide parks and open space, as generally shown on Exhibit D-1, and trails, as generally shown on Exhibit D-2. The parks, open space, and trails will be constructed within the phases of development as generally shown on Exhibit D-3 and listed in Exhibit D-4. Construction of the parks, open space, and trails for a phase of development shall be completed within 180 days of the Town accepting the Authorized Improvements for such phase of development, subject to force majeure. In the event that construction of the parks, open space, and trails for a phase of development has not been completed within the 180 days, subject to force majeure, then the Developer, at the request of the Town, shall escrow with the Town, the funds required to complete construction of the parks, open space, and trails for such phase of development and a construction management fee. The Town may not issue PID Bonds for a subsequent phase of development until the parks, open space, and trails are completed for the previous phase of development, provided such parks, open space, and trails are required for the previous phase of development.

10.8 Mandatory Homeowners Association. The Developer will create an HOA that shall be required to levy and collect from home owners annual fees in an amount calculated to maintain the open spaces, common areas, hike and bike trails located in common areas, portions of which will be open to the public, right-of-way irrigation systems, raised medians and other right-of-way landscaping, retaining walls, entryways, signage, and screening walls within the PID and are public improvements. Common areas including but not limited to all landscaped entrances, entryways,

and signage to the PID and right-of-way landscaping shall be maintained solely by the HOA. Maintenance of public rights-of-way by the HOA shall comply with Town Regulations and shall be subject to oversight by the Town. The Parties shall cooperate with each other to execute documents necessary to give the HOA permission to maintain and operate facilities on Town-owned property.

SECTION 11 **EVENTS OF DEFAULT; REMEDIES**

11.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than thirty (30) days (or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform) after written notice of the alleged failure has been given except as relates to a type of default for which a different time period is expressly set forth in this Agreement). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty (20) business days after it is due.

11.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

SECTION 12 **ASSIGNMENT; ENCUMBRANCE**

12.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. The obligations, requirements, or covenants to develop the Property in this Agreement shall be able to be assigned to (a) any person or entity that is or will become an owner of any portion of the Property (an "Owner"), (b) any affiliate or related entity of the Developer, or (c) any lien holder on the Property, without the prior written consent of the Town. The obligations, requirements or covenants to develop the Property shall not be assigned by Developer to a non-affiliate or non-related entity of the Developer, or to a non-Owner without the prior written consent of the Town Manager, which consent shall not be unreasonably withheld if the assignee demonstrates financial ability to perform. Any receivables due under this Agreement, any reimbursement agreement, or any TIRZ revenues owed to the Developer may be assigned by the Developer without the consent of, but upon written notice to the Town pursuant to Section 12.5 of this Agreement. An assignee shall be considered a "Party" for the purposes of this Agreement. Each assignment shall be in writing executed by Developer and the assignee and shall

obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. No assignment by the Developer shall release the Developer from any liability that resulted from an act or omission by the Developer that occurred prior to the effective date of the assignment unless the Town approves the release in writing. The Developer shall maintain written records of all assignments made by the Developer to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

12.2 Encumbrance by the Developer and Assignees. The Developer and assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of (a) their respective lenders without the consent of, but with prompt written notice to, the Town, and (b) to any person or entity with the Town Manager's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed). If the Town Manager fails to provide the Developer or assignee with a reasonable written objection to a collateral assignment request with thirty (30) days of receiving such request, then the collateral assignment shall be automatically deemed approved by the Town. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the Town has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the Town agrees to accept a cure, not to be unreasonably withheld, offered by the lender as if offered by the defaulting Party. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

12.3 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with Section 10.5 of this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End Buyer of a lot within the Property, any person or entity upon becoming an owner of land within the PID or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Developer" and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

12.4 Third Party Beneficiaries. Subject to Section 12.1 of this Agreement, this Agreement only inures to the benefit of, and may only be enforced by, the Parties, except as expressly provided herein. No other person or entity shall have any right, title, or interest under

this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement. Notwithstanding the preceding, the Spiritas Family shall be a third-party beneficiary of Section 10.5, which Section 10.5 may not be terminated or amended without the written consent of the Spiritas Family.

12.5 Notice of Assignment. Subject to Section 12.1 of this Agreement, the following requirements shall apply in the event that the Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement:

- (a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the Town;
- (b) said notice must describe the extent to which any rights or benefits under this Agreement will be sold, assigned, transferred, or otherwise conveyed;
- (c) said notice must state the name, mailing address, telephone contact information, and, if known, email address, of the person(s) that will acquire any rights or benefits as a result of any such sale, assignment, transfer or other conveyance; and
- (d) the notice must be signed by a duly authorized person representing the Developer.

SECTION 13 **RECORDATION AND ESTOPPEL CERTIFICATES**

13.1 Binding Obligations. This Agreement and all amendments thereto and assignments hereof shall be recorded in the property records of Denton County, Texas. This Agreement binds and constitutes a covenant running with the Property and, upon the Effective Date, is binding upon the Developer and the Town, and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title, as to any End Buyer of a Fully Developed and Improved Lot, except for land use and development regulations, including the City Regulations, that apply to such lots.

13.2 Estoppel Certificates. From time to time upon written request of the Developer or any future owner, and upon the payment to the Town of a \$100.00 fee plus all reasonable costs incurred by the Town in providing the certificate described in this section, the Town Manager, or his/her designee will, in his official capacity, execute a written estoppel certificate identifying any obligations of an owner under this Agreement that are in default.

SECTION 14 **GENERAL PROVISIONS**

14.1 Term. The term of this Agreement shall be thirty (30) years after the Effective Date and shall automatically be extended by one fifteen (15) year term unless formal action is taken by either Party, in writing, not to extend the term.

14.2 Public Infrastructure, Generally. Except as otherwise expressly provided for in this Agreement, the Developer shall provide all Public Infrastructure as specified in this Agreement, including streets, utilities, drainage, and all other required improvements, at no cost to the Town except as provided herein, and in accordance with Town Regulations, and as approved by the Town's engineer or his or her agent. The Developer shall cause the installation of all Public Infrastructure in a phased manner as generally shown on the Concept Plan and the phasing plan attached as Exhibit D-3 to this Agreement, and within all applicable time frames in accordance with the Town Regulations, unless otherwise approved herein. The Developer shall provide engineering studies, plan/profile sheets, and other construction documents at the time of platting as required by Town Regulations. Such plans shall be approved by the Town's engineer or his or her agent prior to approval of a Final Plat. Construction of any portion of the Public Infrastructure shall not be initiated until a pre-construction conference that includes a Town representative has been held regarding the proposed construction and Town has issued a written notice to proceed. No final plat may be recorded in the Real Property Records of Denton County, Texas until construction of all Public Infrastructure shown thereon shall have been constructed, and thereafter inspected, approved and accepted by the Town.

14.3 Maintenance and Performance Bonds. For each construction contract for any part of the Public Infrastructure, the Developer or the Developer's contractor must execute a performance bond and maintenance bond in accordance with applicable Town Regulations, which maintenance bond shall guarantee the costs of any repairs which may become necessary to any part of the construction work performed in connection with the Public Infrastructure, arising from defective workmanship or materials used therein, for a full period of two (2) years from the date of final acceptance of the Public Infrastructure constructed under such contract..

14.4 Inspections, Acceptance of Public Infrastructure, and the Developer's Remedy.

(a) Inspections, Generally. The Town shall have the right to inspect, at any time, the construction of all Public Infrastructure necessary to support the proposed Development, including water, sanitary sewer, drainage, streets, park facilities, electrical, and street lights and signs.

(b) Town Approval. The Town's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Authorized Improvements and Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. Notwithstanding any provision of this Agreement, it shall not be a breach or violation of this Agreement if the Town withholds building permits, certificates of occupancy, or Town utility services as to a phase of the Development until the Developer has met its obligations to provide for required Public Infrastructure necessary to such phase according to the approved engineering plans and Town Regulations, and until such Public Infrastructure has been dedicated to and accepted by the Town. However, the Town may issue residential building permits for model homes prior to completion of such Public Infrastructure. Acceptance by the Town shall not be unreasonably withheld.

(c) Dedication of the Public Infrastructure. From and after the inspection and acceptance by the Town of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the Town or Mustang SUD, as applicable. As part of the dedications, the Developer shall provide an affidavit stating that there

are no liens of the dedicated Public Infrastructure and that persons and entities that provided work on the dedicated Public Infrastructure have been fully paid for such work performed and materials provided. The Developer's sole remedy for nonperformance of this Agreement by the Town shall be to seek specific performance pursuant to the terms of this Agreement.

(d) Approval of Plats/Plans. Approval by the Town, the Town's Engineer or other Town employee or representative, of any plans, designs or specifications submitted by the Developer pursuant to this Agreement or pursuant to Town Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the Town for any defect in the design and specifications prepared by the Developer or the Developer's engineer, or engineer's officers, agents, servants or employees, it being the intent of the parties that approval by the Town's engineer signifies the Town's approval on only the general design concept of the improvements to be constructed.

14.5 Insurance. The Developer or its contractor(s) shall acquire and maintain, during the period of time when any of the Public Infrastructure is under construction (and until the full and final completion of the Public Infrastructure and acceptance thereof by the Town): (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than \$1,000,000.00. Such insurance shall also cover any and all claims which might arise out of the Public Infrastructure construction contracts, whether by the Developer, a contractor, subcontractor, material man, or otherwise. Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the Town as an additional insured and contain a waiver of subrogation endorsement in favor of the Town. Upon the execution of Public Infrastructure construction contracts, the Developer shall provide to the Town certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the Town as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the Town shall receive written notice of such cancellation, non-renewal or modification.

14.6 Indemnification and Hold Harmless. THE DEVELOPER (INCLUDING FOR PURPOSES HEREOF ANY SUCCESSOR THERETO OR ASSIGNEE THEREOF, INCLUDING, WITHOUT LIMITATION, A PURCHASER OF ANY PORTION OF THE PROPERTY), AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE TOWN FROM AND AGAINST ALL THIRD PARTY CLAIMS, SUITS, JUDGEMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST THE TOWN, INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OF THE DEVELOPER IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY INFRASTRUCTURE, STRUCTURE, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED BY THE TOWN REGULATIONS OR ANY OTHER GOVERNING REGULATIONS AND THAT ARE DEDICATED OR OTHERWISE CONVEYED TO THE TOWN.

14.7 Eminent Domain. Unless otherwise stated in this Agreement, the Developer agrees to use commercially reasonable efforts to obtain all third-party right(s)-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Developer is unable to obtain such third-party right(s)-of-way, consents, or easements within ninety (90) days of commencing efforts to obtain the needed easements and right of way, the Town agrees to take reasonable steps to secure same through the use of the Town's power of eminent domain. Unless otherwise stated in this Agreement, the Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the Town in the exercise of its eminent domain powers that for any reason are not funded by Assessments. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the Town will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the Town's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Developer shall deposit additional funds as requested by the Town into the escrow account within ten (10) days after written notice from the Town. Any unused escrow funds will be refunded to the Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the Town, and the Town reserves the right, at all times, to control its proceedings in eminent domain.

14.8 Developer Acknowledges and Agrees. The Developer acknowledges and agrees that the conveyances, dedications, easements and/or payment of money required by this agreement to be performed by the Developer, in whole or in part, does/do not constitute a (a) Taking under the Texas or United States Constitution; (b) Nuisance; and/or; (c) Claim for damages and/or reimbursement against Town for a violation of any federal and/or state constitution, statute and/or case law and/or federal, state, and/or local ordinance, rule and/or regulation.

SECTION 15 **ADDITIONAL PROVISIONS**

15.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

15.2 Notices. Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the Town:	Town of Little Elm, Texas
	Attn: Matt Mueller

100 W. Eldorado Parkway
Little Elm, Texas 75068

With a copy to: Brown & Hofmeister, LLP
Attn: Robert Brown
740 E. Campbell Road, Suite 800
Richardson, Texas 75081

To the Developer: MM Little Elm 548, LLC
Attn: Mehrdad Moayedi
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

And a copy to: Miklos Cinclair, PLLC
Attn: Robert Miklos
1800 Valley View Lane, Suite 360
Farmers Branch, Texas 75234

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

15.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

15.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is necessary and required.

15.5 Authority and Enforceability. The Town represents and warrants that this Agreement has been approved by official action by the Town Council of the Town in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Town has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that each individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

15.6 Severability. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of

the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

15.7 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in the Denton County State District Court.

15.8 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

15.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

15.10 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds Description of the Property
Exhibit A-1	Metes and Bounds Description of the ETJ Property
Exhibit B	Depiction of the Property
Exhibit B-1	Depiction of the ETJ Property
Exhibit C	Authorized Improvements with their Estimated Costs
Exhibit D	Concept Plan
Exhibit D-1	Parks and Open Space
Exhibit D-2	Trails
Exhibit D-3	Phasing Plan
Exhibit D-4	Private Amenities
Exhibit E	Development Standards
Exhibit E-1	Fire Station EMS Center Specifications
Exhibit F	Amenity Sites
Exhibit G	HEB Road
Exhibit H	Home Buyer Disclosure Program
Exhibit I	Landowner Agreement
Exhibit J	Certification For Payment Form
Exhibit K	Property to be Excluded from TIRZ

15.11 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure

shall be temporarily suspended. Within thirty (30) days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

15.12 Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the Town and the Developer expressly amending the terms of this Agreement.

15.13 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

[SIGNATURES PAGES FOLLOW, REMAINDER OF THIS PAGE INTENTIONALLY LEFT
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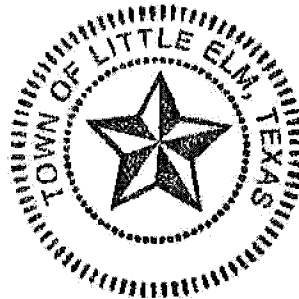
EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

TOWN OF LITTLE ELM, TEXAS

By: [Signature]
Name:
Title: Mayor
Date: 2/2/2021

ATTEST:

By: [Signature]
Name:
Title: Town Secretary
Date: 2/2/2021



APPROVED AS TO FORM

[Signature]
Name: Robert Brown
Title: Town Attorney

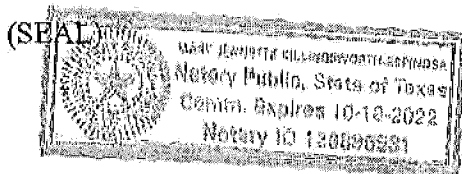
STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the 2 day of Feb, 2021 by David Willock, the Mayor of the Town of Little Elm, Texas on behalf of said Town.

Mary Jennette Killingsworth-Espinoza
Notary Public, State of Texas

Mary Jennette Killingsworth-Espinoza
Name printed or typed

Commission Expires: 10-18-2022



DEVELOPER:

MM Little Elm 548, LLC,
a Texas limited liability company

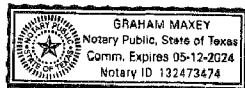
By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: Mehrdad Moayed
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 26th day of January, 2021
by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as
Manager of MM Little Elm 548, LLC, a Texas limited liability company on behalf of said company.



Graham Maxey
Notary Public, State of Texas

Exhibit A
METES AND BOUNDS DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION
544.132 ACRES

BEING that certain tract of land situated in the Marsella Jones Survey, Abstract Number 662, Denton County, Texas, and being part of those certain tracts of land described in deeds to Spiritas Ranch Enterprises, recorded in Volume 2737, Page 131, Volume 833, Page 38, Volume 842, Page 851, and Volume 2737, Page 126, of the Real Property Records of Denton County, Texas (RPRDCT), part of that certain tract of land described in deed to Spiritas Ranch Enterprise recorded in Volume 998, Page 670, RPRDCT, all of that certain tract of land described in deed to Spiritas Ranch Enterprises recorded in Volume 1078, Page 859, RPRDCT, all of those certain tracts of land described as Tract I, Tract II, and Tract III in Affidavit recorded in Instrument No. 2016-136619, RPRDCT, being part of those certain tracts of land described as Tract 1 and Tract 2 in deed to Johnnie Wayne McDaniel, Sr., and Lynda Marie McDaniel, recorded in Instrument Number 2010-99763, RPRDCT, part of that certain tract of land described in deed to Johnny Wayne McDaniel and Lynda Marie McDaniel, recorded in Volume 553, Page 590, RPRDCT, all of that certain tract of land described in deed to Gilberto Cesar Garza, recorded in Instrument Number 2018-137486, and being more particularly described as follows:

BEGINNING at a fence corner post found on the east right-of-way line of Farm-to-Market Road Number 720 (variable width right-of-way), and being located at the southwest corner of that certain tract of land described in deed to Oak Grove Methodist Church, recorded in Volume 2269, Page 580, RPRDCT;

THENCE South 88°22'07" East, with the north line of said Spiritas Ranch Enterprises tract recorded in Volume 2737, Page 131, RPRDCT, and with the south line of said Oak Grove Methodist Church tract recorded in Volume 2269, Page 580, RPRDCT, and the south line of that certain tract of land described in deed to Oak Grove Methodist Church tract, recorded in Volume 2269, Page 584, RPRDCT, a distance of 1426.83 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for the northeast corner of said Spiritas tract recorded in Volume 2737, Page 131, RPRDCT;

THENCE South 00°49'00" West, with the east line of said Spiritas tract recorded in Volume 2737, Page 131, RPRDCT, a distance of 16.98 feet to a 3/8-inch iron rod found for the northwest corner of said Spiritas tract recorded in Volume 833, Page 38, RPRDCT;

THENCE South 88°28'06" East, with the north line of said Spiritas tract recorded in Volume 833, Page 38, RPRDCT, a distance of 2019.58 feet to a 3/8-inch iron rod found for corner;

THENCE South 87°31'42" East, over and across said Spiritas tract recorded in Volume 833, Page 38, RPRDCT, a distance of 1042.72 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner, said iron rod being located at the beginning of a non-tangent curve to the right;

THENCE continuing over and across said Spiritas tract recorded in Volume 833, Page 38, RPRDCT, the following courses to 5/8-inch iron rods with cap stamped "BCG 10194538" set for corner:

Northeasterly, with said curve which has a central angle of 05°43'53", a radius of 629.99 feet, a chord that bears North 17°45'02" East, a distance of 62.99 feet, and an arc length of 63.02 feet to the end of said curve;

North 20°36'58" East, a distance of 232.75 feet, said iron rod being located at the beginning of a non-tangent curve to the left;

Northeasterly, with said curve which has a central angle of 18°12'35", a radius of 802.13 feet, a chord that bears North 11°29'56" East, a distance of 253.86 feet, and an arc length of 254.93 feet to the end of said curve;

And North 01°42'20" East, a distance of 63.42 feet, said iron rod being located on the south line of that certain tract of land described in State of Texas Possession and Use Agreement, recorded in Instrument Number 2020-27969, RPRDCT;

THENCE South 88°18'55" East, with the south line of said State of Texas Possession and Use Agreement tract, a distance of 80.00 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE continuing over and across said Spiritas tract recorded in Volume 833, Page 38, RPRDCT, the following courses to 5/8-inch iron rods with cap stamped "BCG 10194538" set for corner;

South 01°42'20" West, a distance of 19.27 feet, said iron rod being located at the beginning of a tangent curve to the right;

Southwesterly with said curve which has a central angle of 18°54'39", a radius of 720.00 feet, a chord that bears South 11°09'39" West, a distance of 236.56 feet, and an arc length of 237.64 feet to the end of said curve;

South 20°36'58" West, a distance of 174.58 feet;

And South 87°50'52" East, a distance of 1496.33 feet, said iron rod being located on the west line of that certain tract of land described in deed to RPM xConstruction, LLC, recorded in Instrument Number 2014-54052, RPRDCT;

THENCE South 02°13'59" West, with said west line of the RPM tract, a distance of 70.01 feet to a 5/8-inch iron rod found for the southwest corner of said RPM tract;

THENCE South 88°24'29" East, with the south line of said RPM tract, a distance of 209.79 feet to a 5/8-inch iron rod found for the southeast corner of said RPM tract;

THENCE North 02°14'40" East, with the east line of said RPM tract, a distance of 18.33 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE South 87°50'18" East, over and across said Spiritas tracts recorded in Volume 842, Page 851, and Volume 2737, Page 126, RPRDCT, a distance of 901.70 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner located on the west line of that certain tract of land described in deed to Robert G. Penley, recorded in Volume 2210, Page 648, RPRDCT;

THENCE South 02°58'01" West, with the west line of said Penley tract, a distance of 345.08 feet to a 1/2-inch iron rod with cap stamped "WESTWOOD" found for corner at the southeast corner of said Spiritas tract recorded in Volume 2737, Page 126, RPRDCT;

THENCE North 88°08'15" West, with the north line of said Penley tract, a distance of 170.04 feet to a 5/8-inch iron rod found for the most westerly northwest corner of said Penley tract;

THENCE South 05°42'19" West, with the west line of said Penley tract, a distance of 621.88 feet to a U.S. Army Corps of Engineers (USCOE) monument found on the west "take" line of Lake Lewisville;

THENCE with the west "take" line of Lake Lewisville, the following courses to USCOE monuments found for corner:

South 04°54'16" West, a distance of 350.10 feet;

South 04°07'29" West, a distance of 349.25 feet;

South 00°09'01" East, a distance of 373.36 feet;

North 88°11'41" West, a distance of 800.30 feet;

And South 37°20'20" West, a distance of 536.00 feet;

THENCE South 00°08'50" East, continuing with said "take" line, a distance of 672.96 feet to a steel fence post found for corner at the north corner of that certain tract of land described in Correction Deed to the United States of America (USA), recorded in Volume 2549, Page 719, RPRDCT;

THENCE South 56°09'16" West, with the northwest line of said USA tract, a distance of 188.85 feet to a steel fence post found for corner at the west corner of said USA tract;

THENCE South 09°39'06" East, with the southwest line of said USA tract, a distance of 162.80 feet to a steel fence post found for the south corner of said USA tract;

THENCE continuing with said "take" line, the following courses:

South 46°03'07" West, a distance of 319.64 feet to a USCOE monument found for corner;

North 74°07'14" West, a distance of 789.34 feet to a steel fence post found for corner;

South 78°59'39" West, a distance of 216.00 feet to a steel fence post found for corner;

South 65°55'09" East, a distance of 739.69 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

South 16°04'51" East, a distance of 348.96 feet to a USCOE monument found for corner;

And North 88°34'10" West, a distance of 224.10 feet to a USCOE monument found for corner, said monument being located at the northeast corner of that certain tract of land described as Tract 2 (Original Instrument Nos. 1, 2 and 3), and Tract 4 (Original Instrument No. 4) in Correction Instrument recorded in Instrument No. 2018-37459, RPRDCT;

THENCE North 88°59'00" West, with the north line of said Correction Instrument tract, a distance of 981.60 feet to a steel fence post found for corner;

THENCE North 86°40'28" West, continuing with said north line, a distance of 346.35 feet to a 5/8-inch iron rod with cap stamped "KHA" found for corner;

THENCE North 88°13'50" West, continuing with said north line, passing at a distance of 1145.20 feet a 5/8-inch iron rod with cap stamped "KHA" found for corner at the northeast corner of Prairie Oaks Phase 1B, an addition to the Town of Little Elm, Denton County, Texas, according to Final Plat recorded in Document No. 2019-258, of the Plat Records of Denton County, Texas, continuing with the north line of said Prairie Oaks Phase 1B, in all, a total distance of 1949.86 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner at an interior "ell" corner of said Prairie Oaks Phase 1B;

THENCE North 02°08'13" East, passing at a distance of 20.47 feet a 1/2-inch iron rod with cap stamped "WESTWOOD" found at a northeast corner of said Prairie Oaks Phase 1B, and continuing with a west line of said Spiritas tract recorded in Volume 998, Page 670, RPRDCT, and the east line of Tract 2, and Tract 1, in deed to Upper Trinity Regional Water District, recorded in Volume 4646, Page 212, RPRDCT, in all, a total distance of 810.31 feet to a fence corner post found for corner;

THENCE North 87°51'47" West, with the common north line of said Upper Trinity Tract 1 and Tract 3 in said Upper Trinity deed, and a south line of said Spiritas tract recorded in Volume 998, Page 670, RPRDCT, a distance of 1295.87 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner at the southeast corner of that certain tract of land described as Parcel 18 in deed to the State of Texas, recorded in Document Number 2016-26306, RPRDCT, on the east right-of-way-line of Farm to Market Road No. 720 (variable width right-of-way), said iron rod being located at the beginning of a non-tangent curve to the left;

THENCE northwesterly with the east line of said Parcel 18, and with said curve which has a central angle of $03^{\circ}50'07''$, a radius of 5814.58 feet, a chord that bears North $13^{\circ}35'52''$ West, a distance of 389.15 feet, and an arc length of 389.22 feet to the end of said curve, a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE North $15^{\circ}30'56''$ West, continuing with the east line of said Parcel 18, a distance of 721.50 feet to a 1/2-inch iron rod with cap stamped "WESTWOOD" found for corner at the beginning of a tangent curve to the left;

THENCE northwesterly, continuing with the east line of said Parcel 18, and with said curve which has a central angle of $14^{\circ}12'08''$, a radius of 740.00 feet, a chord that bears North $22^{\circ}37'00''$ West, a distance of 182.96 feet, and an arc length of 183.43 feet to the end of said curve, a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE North $29^{\circ}42'12''$ West, continuing with the east line of said Parcel 18, passing at a distance of 13.57 feet a TXDOT aluminum disk found at the northeast corner of said Parcel 18, and the southeast corner of that certain tract of land described as Parcel 19-1 in deed to the State of Texas, recorded in Document Number 2019-155966, RPRDCT, continuing with the east line of said Parcel 19-1, in all, a total distance of 64.49 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner at the beginning of a non-tangent curve to the right;

THENCE northwesterly, continuing with said east line of Parcel 19-1, and the east line of that certain tract of land described as Parcel 20 in deed to the State of Texas, recorded in Document Number 2016-155956, RPRDCT, and with said curve which has a central angle of $31^{\circ}07'08''$, a radius of 610.00 feet, a chord that bears North $14^{\circ}09'30''$ West, a distance of 327.25 feet, and an arc length of 331.31 feet to the end of said curve, a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE North $01^{\circ}24'04''$ East, continuing with said east line of Parcel 20, and with the east line of that certain tract of land described as Parcel 19-2 in deed to the State of Texas recorded in Document Number 2016-155966, RPRDCT, a total distance of 450.53 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner at the northeast corner of said Parcel 19-2, said iron rod also being located on the south line of that certain tract of land described in deed to Ellis Meals, recorded in Document Number 2012-95998, RPRDCT;

THENCE North $89^{\circ}42'58''$ East, leaving said east right-of-way-line of Farm to Market Road No. 720 (variable width right-of-way), and with said south line of the Meals tract, a distance of 89.21 feet to a fence corner post found for corner at the southeast corner of said Meals tract;

THENCE North $02^{\circ}29'05''$ West, with the east line of said Meals tract, a distance of 115.92 feet to a fence corner post found for corner at the northeast corner of said Meals tract, and being located on a south line of said Spiritas Ranch Enterprises tract recorded in Volume 2737, Page 131, RPRDCT;

THENCE South $88^{\circ}24'12''$ West, with the north line of said Meals tract, a distance of 66.45 feet to a TXDOT aluminum disk found for corner at the southeast corner of that certain tract of land described as Parcel 22 in deed to the State of Texas, recorded in Document Number 2016-26307, RPRDCT, on said east right-of-way-line of Farm to Market Road No. 720;

THENCE with the east line of said Parcel 22, the following courses to 5/8-inch iron rods with cap stamped "BCG 10194538" set for corner:

North $01^{\circ}25'09''$ East, a distance of 108.99 feet;

North $08^{\circ}03'45''$ West, a distance of 105.97 feet, said iron rod being located at the beginning of a non-tangent curve to the left;

Northwesterly, with said curve which has a central angle of $03^{\circ}01'34''$, a radius of 2929.79 feet, a chord that bears North $02^{\circ}26'32''$ West, a distance of 154.72 feet, and an arc length of 154.74 feet to the end of said curve;

North $03^{\circ}57'19''$ West, a distance of 149.61 feet, said iron rod being located at the beginning of a tangent curve to the right;

Northwesterly, with said curve which has a central angle of $05^{\circ}07'53''$, a radius of 2799.79 feet, a chord that bears North $01^{\circ}23'23''$ West, a distance of 250.66 feet, and an arc length of 250.74 feet to the end of said curve;

And North $01^{\circ}36'16''$ East, a distance of 273.49 feet to the POINT OF BEGINNING of herein described tract, and containing an area of 545.132 acres of land.

SAVE AND EXCEPT THE FOLLOWING DESCRIBED 1.000 ACRE TRACT OF LAND:

BEING that certain tract of land situated in the Marsella Jones Survey, Abstract No. 662, in Denton County, Texas, according to and being part of those certain tracts of land described in deeds to Spiritas Ranch Enterprises recorded in Volume 833, Page 38, of the Real Property Records of Denton County, Texas (RPRDCT); and Volume 842, Page 851, RPRDCT; and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found on the south right-of-way line of U.S. Highway No. 380 (variable width right-of-way), and being the most northerly northwest corner of said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and also being the northeast corner of that certain tract of land described in deed to RPM xConstruction recorded in Document No. 2014-54052, RPRDCT, from which a TXDOT monument found at the northwest corner of said RPM xConstruction tract bears North $88^{\circ}21'17''$ West, a distance of 209.89 feet;

THENCE South $02^{\circ}14'40''$ West, leaving said south right-of-way line of U.S. Highway No. 380, and with a west line of said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, passing at a distance of 518.63 feet the southeast corner of said RPM xConstruction tract, continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, in all, a total distance of 688.87 feet to the POINT OF BEGINNING, a 5/8 inch iron rod with cap stamped "BCG 10194538" set;

THENCE South $02^{\circ}14'40''$ West, continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, a distance of 52.51 feet to a 5/8 inch iron rod with cap stamped "BCG 10194538" set for corner, and the beginning of a non-tangent curve to the left;

THENCE continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, and with said curve which has a central angle of $24^{\circ}30'27''$, a radius of 1475.00 feet, a chord which bears South $61^{\circ}54'11''$ West, a chord distance of 626.11 feet, and an arc distance of 630.91 feet to the end of said curve, a 5/8 inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, the following courses to 5/8 inch iron rods with cap stamped "BCG 10194538" set for corner;

South $49^{\circ}38'57''$ West, a distance of 169.00 feet, and being the beginning of a tangent curve to the left;

With said curve which has a central angle of $05^{\circ}10'17''$, a radius of 560.00 feet, a chord which bears South $47^{\circ}03'49''$ West, a chord distance of 50.53 feet, and an arc distance of 50.54 feet to the end of said curve;

North $45^{\circ}31'19''$ West, a distance of 50.00 feet, and being the beginning of a non-tangent curve to the right;

With said curve which has a central angle of $05^{\circ}10'17''$, a radius of 610.00 feet, a chord which bears North $47^{\circ}03'49''$ East, a chord distance of 55.04 feet, and an arc distance of 55.06 feet to the end of said curve;

And North $49^{\circ}38'57''$ East, a distance of 169.00 feet, and being the beginning of a tangent curve to the right;

THENCE continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, and said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and with said curve which has a central angle of $25^{\circ}07'12''$, a radius of 1525.00 feet, a chord which bears North $62^{\circ}12'33''$ East, a chord distance of 663.26 feet, and an arc distance of 668.60 feet to the end of said curve, and the POINT OF BEGINNING, containing a calculated area of 1.000 acres of land.

LEAVING A NET AREA OF 544.132 ACRES OF LAND.

Exhibit A-1
METES AND BOUNDS DESCRIPTION OF THE ETJ PROPERTY

EXHIBIT "A-1"
DESCRIPTION
301.071 ACRES

BEING that certain tract of land situated in the Marsella Jones Survey, Abstract Number 662, Denton County, Texas, and being part of those certain tracts of land described in deeds to Spiritas Ranch Enterprises, recorded in Volume 833, Page 38, and Volume 842, Page 851, of the Real Property Records of Denton County, Texas (RPRDCT), part of that certain tract of land described in deed to Spiritas Ranch Enterprise recorded in Volume 998, Page 670, RPRDCT, all of that certain tract of land described in deed to Spiritas Ranch Enterprises recorded in Volume 1078, Page 859, RPRDCT, all of those certain tracts of land described as Tract I, Tract II, and Tract III in Affidavit recorded in Instrument No. 2016-136619, RPRDCT, and being more particularly described as follows:

BEGINNING at a point located on the east right-of-way line of Farm to Market Road No. 720 (called variable width right-of-way), and being located at the northwest corner of that certain tract of land described in deed to Upper Trinity Regional Water District, recorded in Volume 4646, Page 212, RPRDCT, said point also being located at the beginning of a non-tangent curve to the left;

THENCE with in a northerly direction along the east right-of-way line of said Farm to Market Road No. 720 the following courses to points for corner:

Northerly with said curve which has a central angle of $03^{\circ}50'07''$, a radius of 5814.58 feet, a chord which bears North $13^{\circ}35'52''$ West, a distance of 389.15 feet, and an arc length of 389.22 feet to the end of said curve;

And North $15^{\circ}30'56''$ West, a distance of 228.00 feet;

THENCE over and across said Spiritas Ranch tracts recorded in Volume 998, Pg. 670 and Volume 833, Page 38, RPRDCT, the following courses to points for corner:

South $84^{\circ}58'58''$ East, a distance of 177.25 feet;

South $88^{\circ}06'54''$ East, a distance of 613.29 feet;

South $01^{\circ}53'06''$ West, a distance of 21.47 feet;

South $88^{\circ}56'34''$ East, a distance of 852.10 feet to the beginning of a non-tangent curve to the left;

Northeasterly with said curve which has a central angle of $80^{\circ}16'04''$, a radius of 2633.43 feet, a chord which bears North $49^{\circ}22'19''$ East, a distance of 3394.89 feet, and an arc length of 3689.27 feet to the end of said curve;

North $09^{\circ}15'28''$ East, a distance of 509.48 feet;

And South $87^{\circ}50'52''$ East, a distance of 1496.33 feet, said point being located on the west line of that certain tract of land described in deed to RMX Construction, LLC, recorded in Instrument Number 2014-54052, RPRDCT;

THENCE South $02^{\circ}13'59''$ West, with said west line, a distance of 70.01 feet to a point for corner being located at the southwest corner of said RMX tract;

THENCE South $88^{\circ}24'29''$ East, with the south line of said RMX tract, a distance of 209.79 feet to a point for corner being located at the southeast corner of said RMX tract;

THENCE South 02°14'45" West, over and across that certain tract of land described in deed to Spiritas Ranch Enterprises, recorded in Volume 842, Page 851, RPRDCT, a distance of 335.74 feet to a point for corner being located on the north line of said Spiritas Ranch tract recorded in Volume 1078, Page 859, RPRDCT;

THENCE South 88°28'46" East, with said north line, a distance of 727.39 feet to a point for corner being located at the northeast corner of said Spiritas Ranch tract recorded in Volume 1078, Page 859, RPRDCT;

THENCE South 05°42'19" West, a distance of 621.88 feet with the east line of said Spiritas tract to a point for corner located at the southwest corner of that certain tract of land described in deed to Robert G. Penley, recorded in Volume 2210, Page 648, RPRDCT, said point also being located on the U.S. Army Corps of Engineers "Take" line for Lake Lewisville;

THENCE with said "Take" line, the following courses to points for corner:

South 04°54'16" West, a distance of 350.10 feet;

South 04°07'29" West, a distance of 349.25 feet;

South 00°09'01" East, a distance of 373.36 feet;

North 88°11'41" West, a distance of 800.30 feet;

South 37°20'20" West, a distance of 536.00 feet;

South 00°08'50" East, a distance of 672.96 feet;

South 56°09'16" West, a distance of 188.85 feet;

South 09°39'06" East, a distance of 162.80 feet;

South 46°03'07" West, a distance of 319.64 feet;

North 74°07'14" West, a distance of 789.34 feet;

South 78°59'39" West, a distance of 216.00 feet;

South 65°55'09" East, a distance of 739.69 feet;

South 16°04'51" East, a distance of 348.96 feet;

And North 88°34'10" West, a distance of 224.10 feet, said point being located at a northeast corner of that certain tract of land described in a correction deed to 2016 Blackhawk 155 Holdings, LTD., recorded in Instrument Number 2018-37459, RPRDCT;

THENCE North 88°59'00" West, with the north line of said Blackhawk tract, a distance of 981.60 feet to a point for corner;

THENCE North 86°40'28" West, continuing with the north line of said Blackhawk tract, a distance of 346.35 feet to a point for corner;

THENCE North 88°13'50" West, continuing with the north line of said Blackhawk tract, and the north line of Prairie Oaks Phase 1B, an addition to the Town of Little Elm, Denton County, Texas, according to Final Plat recorded in Document No. 2019-258, of the Plat Records of Denton County, Texas, a distance of 1949.86 feet to a point for corner;

THENCE North 02°08'13" East, with a west line of said Spiritas tract recorded in Volume 998, Page 670, and the east line of said Upper Trinity Regional Water District tract, a distance of 810.31 feet to a point for corner;

THENCE North 87°51'47" West, with a south line of said Spiritas tract recorded in Volume 998, Page 670, and the north line of said Upper Trinity Regional Water District tract, a distance of 1295.87 feet to the POINT OF BEGINNING of herein described tract and containing a calculated area of 302.071 acres of land, more or less.

SAVE AND EXCEPT THE FOLLOWING DESCRIBED 1.000 ACRE TRACT OF LAND:

BEING that certain tract of land situated in the Marsella Jones Survey, Abstract No. 662, in Denton County, Texas, according to and being part of those certain tracts of land described in deeds to Spiritas Ranch Enterprises recorded in Volume 833, Page 38, of the Real Property Records of Denton County, Texas (RPRDCT); and Volume 842, Page 851, RPRDCT; and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found on the south right-of-way line of U.S. Highway No. 380 (variable width right-of-way), and being the most northerly northwest corner of said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and also being the northeast corner of that certain tract of land described in deed to RPM xConstruction recorded in Document No. 2014-54052, RPRDCT, from which a TXDOT monument found at the northwest corner of said RPM xConstruction tract bears North 88°21'17" West, a distance of 209.89 feet;

THENCE South 02°14'40" West, leaving said south right-of-way line of U.S. Highway No. 380, and with a west line of said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, passing at a distance of 518.63 feet the southeast corner of said RPM xConstruction tract, continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, in all, a total distance of 688.87 feet to the POINT OF BEGINNING, a 5/8 inch iron rod with cap stamped "BCG 10194538" set;

THENCE South 02°14'40" West, continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, a distance of 52.51 feet to a 5/8 inch iron rod with cap stamped "BCG 10194538" set for corner, and the beginning of a non-tangent curve to the left;

THENCE continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, and with said curve which has a central angle of 24°30'27", a radius of 1475.00 feet, a chord which bears South 61°54'11" West, a chord distance of 626.11 feet, and an arc distance of 630.91 feet to the end of said curve, a 5/8 inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, the following courses to 5/8 inch iron rods with cap stamped "BCG 10194538" set for corner;

South 49°38'57" West, a distance of 169.00 feet, and being the beginning of a tangent curve to the left;

With said curve which has a central angle of 05°10'17", a radius of 560.00 feet, a chord which bears South 47°03'49" West, a chord distance of 50.53 feet, and an arc distance of 50.54 feet to the end of said curve;

North 45°31'19" West, a distance of 50.00 feet, and being the beginning of a non-tangent curve to the right;

With said curve which has a central angle of 05°10'17", a radius of 610.00 feet, a chord which bears North 47°03'49" East, a chord distance of 55.04 feet, and an arc distance of 55.06 feet to the end of said curve;

And North 49°38'57" East, a distance of 169.00 feet, and being the beginning of a tangent curve to the right;

THENCE continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, and said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and with said curve which has a central angle of 25°07'12", a radius of 1525.00 feet, a chord which bears North 62°12'33" East, a chord distance of 663.26 feet, and an arc distance of 668.60 feet to the end of said curve, and the POINT OF BEGINNING, containing a calculated area of 1.000 acres of land.

LEAVING A NET AREA OF 301.071 ACRES OF LAND.

NOTES:

The bearings shown and recited hereon are referenced to the Texas Coordinate System of 1983 - North Central Zone No. 4202 (NAD83). All distances are surface distances.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

1/2 C&B

(REMAINDER)
KATHLEEN ANN NASH & LAURA
ELIZABETH KECK
VOL. 492, PG. 877 R/PDCT

PROPERTY SET FORTH IN
STATE OF TEXAS NOTICE
OF DISPOSITION
INST. NO. 2019-0014 R/PDCT

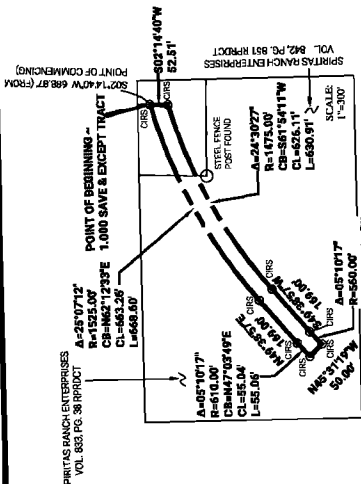
3/4 INCH 1/2 INCH BEARS
MARKS (P. 10)

68072000'E 2019.50'

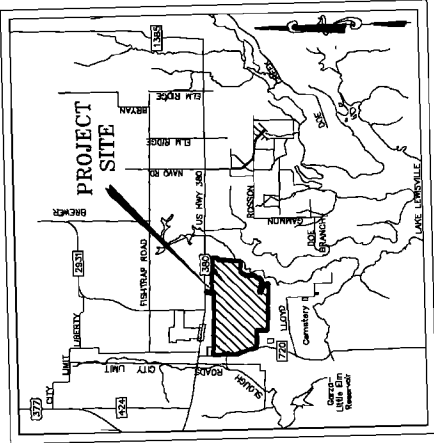
--- APPARENT GAP
IN DEEDS ---

SPIRITAS RANCH ENTERPRISES
VOL. 823, PG. 38 R/PDCT

Exhibit B
DEPICTION OF THE PROPERTY

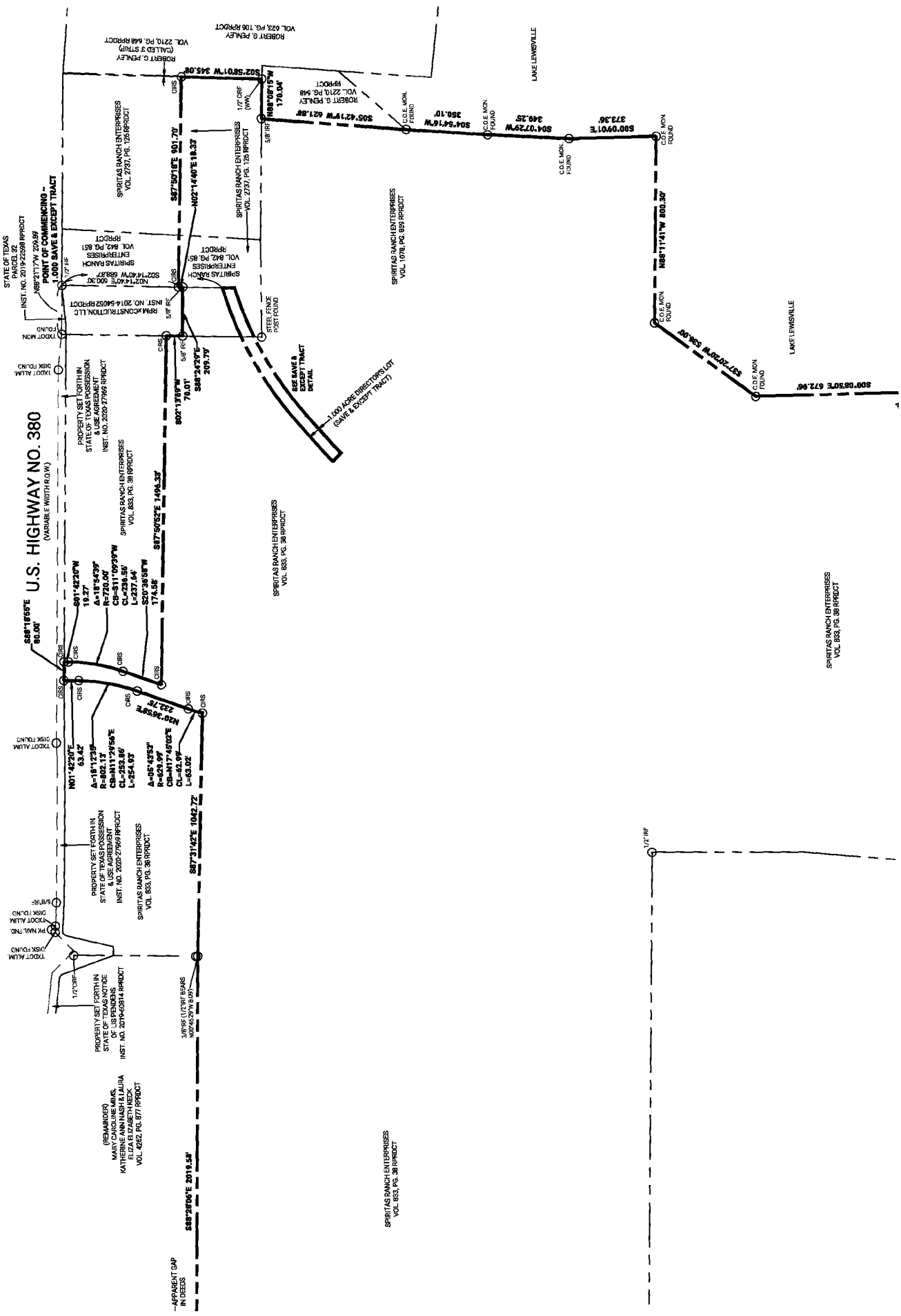


SAVE & EXCEPT TRACT DETAIL



LOCATION MAP

NOT TO SCALE

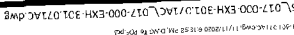


SPIRTAS RANCH ENTERPRISES
VOL. 883, PG. 38 RPRDCT

SPIRTAS RANCH ENTERPRISES
VOL. 883, PG. 38 RPRDCT

-APPARENT GAP
IN DEEDS

Exhibit B-1
DEPICTION OF THE ETJ PROPERTY



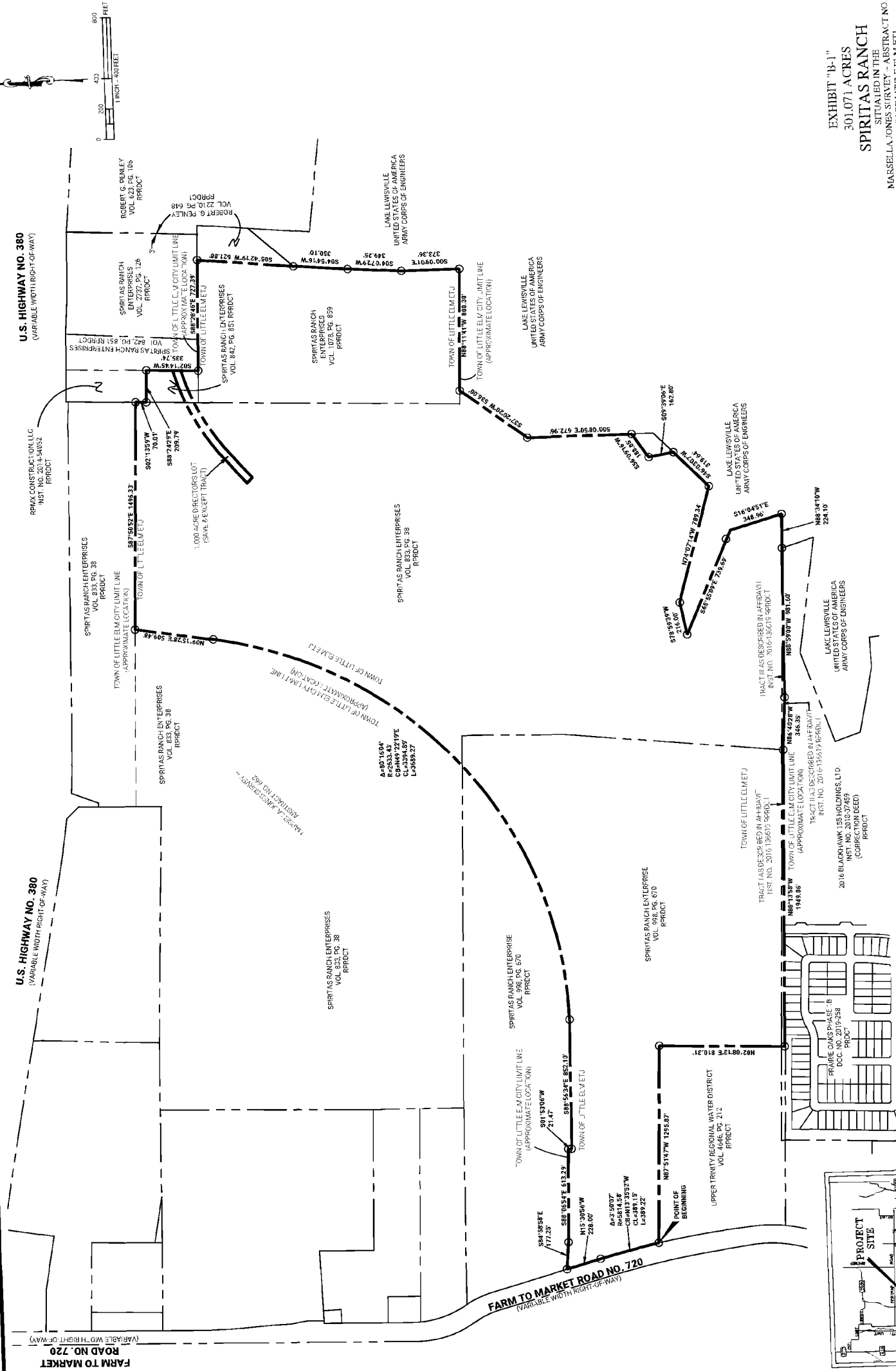



Exhibit C
AUTHORIZED IMPROVEMENTS AND ESTIMATED COSTS

COMMUNITY NAME: Spiritas Ranch										GROSS ACREAGE: 548.0	
PHASES: Full Development										NET ACREAGE: 439.0	
CITY OR TOWN: Town of Little Elm, Denton County										TOTAL LOTS: 2,135	
										TOTAL DENSITY: 4.85	
										CREATED BY: MC	
										REVIEWED BY: AB	
										CREATED: 04/06/20	
										REVISED: 12/21/20	
Direct Phase Costs										FUTURE PHASES	
	Lot Count	TOTALS	PHASE 1	PHASE 1L	PHASE 1M	PHASE 2M	PHASE 2H				
		2135	540	109	155	145	240		946		
1 Engineering		\$ 4,609,407	\$ 1,245,710	\$ 225,382	\$ 333,499	\$ 289,678	\$ 452,194	\$	\$ 2,062,940		
2 Grading Site Preparation		\$ 988,257	\$ 228,241	\$ 46,502	\$ 57,239	\$ 39,056	\$ 63,202	\$	\$ 553,618		
3 Water		\$ 4,294,761	\$ 1,277,555	\$ 165,683	\$ 322,987	\$ 261,903	\$ 370,475	\$	\$ 1,896,159		
4 Sanitary Sewer		\$ 6,617,983	\$ 2,180,113	\$ 452,883	\$ 512,075	\$ 352,315	\$ 575,985	\$	\$ 2,544,613		
5 Storm Drain		\$ 9,992,686	\$ 2,965,160	\$ 311,678	\$ 621,496	\$ 561,212	\$ 557,993	\$	\$ 4,975,158		
6 Street Improvements		\$ 14,784,454	\$ 4,223,124	\$ 696,504	\$ 1,128,189	\$ 809,081	\$ 1,236,241	\$	\$ 6,693,316		
7a Screening/Landscape Walls		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ -		
7b Ret Walls		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ -		
8 Dry Utilities		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ -		
9 Contingency 5%		\$ 2,064,377	\$ 605,995	\$ 94,952	\$ 148,674	\$ 115,662	\$ 162,804	\$	\$ 936,290		
10 District Formation Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ -		
11 Turn Lane Improvements		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ -		
12 N/A		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ -		
Total		\$ 43,351,926	\$ 12,725,898	\$ 1,993,883	\$ 3,122,159	\$ 2,428,906	\$ 3,418,883	\$	\$ 19,662,097		
Cost per Lot		\$ 20,305	\$ 23,566	\$ 18,293	\$ 20,143	\$ 16,751	\$ 14,245	\$	\$ 20,784		
Major Improvements Costs										FUTURE PHASES	
	Lot Count	TOTALS	PHASE 1	PHASE 1L	PHASE 1M	PHASE 2M	PHASE 2H				
		2135	540	109	155	145	240		946		
1 Engineering		\$ 3,198,342	\$ 1,073,940	\$ 183,836	\$ 195,082	\$ 128,415	\$ 181,860	\$	\$ 1,435,008		
2 Grading Site Preparation		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ -		
3 Water		\$ 1,071,650	\$ 407,883	\$ 103,810	\$ 47,028	\$ 32,215	\$ 57,820	\$	\$ 422,894		
4 Sanitary Sewer		\$ 5,954,900	\$ 1,823,800	\$ 40,013	\$ -	\$ -	\$ 250,850	\$	\$ 3,840,238		
5 Storm Drain		\$ 2,455,593	\$ 319,720	\$ -	\$ 228,760	\$ -	\$ -	\$	\$ 1,907,111		
6 Street Improvements		\$ 4,155,459	\$ 1,815,889	\$ 477,567	\$ 266,755	\$ 83,700	\$ 411,095	\$	\$ 1,175,983		
7a Screening/Landscape Walls		\$ 3,450,000	\$ 1,260,000	\$ 460,000	\$ 260,000	\$ 370,000	\$ 350,000	\$	\$ 750,000		
7b Ret Walls - Spiritas Median		\$ 1,362,125	\$ 1,189,125	\$ 173,000	\$ -	\$ -	\$ -	\$	\$ -		
8 Dry Utilities		\$ 1,265,977	\$ 507,095	\$ 73,455	\$ 67,131	\$ 44,190	\$ 62,581	\$	\$ 511,524		
9 Contingency 5%		\$ 1,200,000	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$	\$ -		
10 District Formation Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ -		
11 Turn Lane Improvements		\$ 1,725,000	\$ 690,000	\$ -	\$ 345,000	\$ 345,000	\$ -	\$	\$ 345,000		
12 Common Area Amenities & Trails		\$ 746,670	\$ 361,550	\$ 30,880	\$ 1,009,757	\$ 927,980	\$ 1,314,207	\$	\$ 10,741,998		
Total		\$ 26,585,514	\$ 10,649,001	\$ 1,542,561	\$ 1,409,757	\$ 927,980	\$ 1,314,207	\$	\$ 10,741,998		
Cost per Lot		\$ 12,452	\$ 19,720	\$ 14,152	\$ 9,095	\$ 6,400	\$ 5,476	\$	\$ 11,355		
Private Costs										FUTURE PHASES	
	Lot Count	TOTALS	PHASE 1	PHASE 1L	PHASE 1M	PHASE 2M	PHASE 2H				
		2135	540	109	155	145	240		946		
1 Engineering		\$ 1,480,306	\$ 388,417	\$ 75,580	\$ 104,985	\$ 99,335	\$ 162,558	\$	\$ 649,422		
2 Grading Site Preparation		\$ 7,623,125	\$ 2,065,538	\$ 405,299	\$ 541,105	\$ 528,299	\$ 848,853	\$	\$ 3,233,831		
3 Water		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ -		
4 Sanitary Sewer		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ -		
5 Storm Drain		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ -		
6 Street Improvements		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ -		
7a Screening/Landscape Walls		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ -		
7b Ret Walls		\$ 4,903,000	\$ 1,383,000	\$ 234,300	\$ 318,400	\$ 298,400	\$ 482,300	\$	\$ 2,186,600		
8 Dry Utilities		\$ 2,135,000	\$ 540,000	\$ 109,000	\$ 155,000	\$ 145,000	\$ 240,000	\$	\$ 946,000		
9 Contingency 5%		\$ 957,072	\$ 318,948	\$ 41,209	\$ 55,984	\$ 53,552	\$ 86,686	\$	\$ 400,793		
10 District Formation Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ -		
11 Turn Lane Improvements		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ -		
12 Amenity Center		\$ 3,000,000	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$	\$ 1,000,000		
Total		\$ 20,098,502	\$ 6,695,813	\$ 865,388	\$ 1,175,674	\$ 1,124,585	\$ 1,820,397	\$	\$ 8,416,645		
Cost per Lot		\$ 9,410	\$ 12,400	\$ 7,910	\$ 7,595	\$ 7,756	\$ 7,585	\$	\$ 8,897		
TOTALS		\$ 90,035,942	\$ 30,070,712	\$ 4,401,932	\$ 5,707,590	\$ 4,481,482	\$ 6,553,487	\$	\$ 38,820,740		
per lot		\$ 42,171	\$ 55,687	\$ 40,385	\$ 36,823	\$ 30,907	\$ 27,306	\$	\$ 41,037		
40' Lots	868		175	0	80	71	143		399		
50' Lots	962		300	109	75	74	97		307		
60' Lots	305		65	0	0	0	0		240		
Total Lots		2135	540	109	155	145	240		946		
THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT EVALUATION ONLY.											

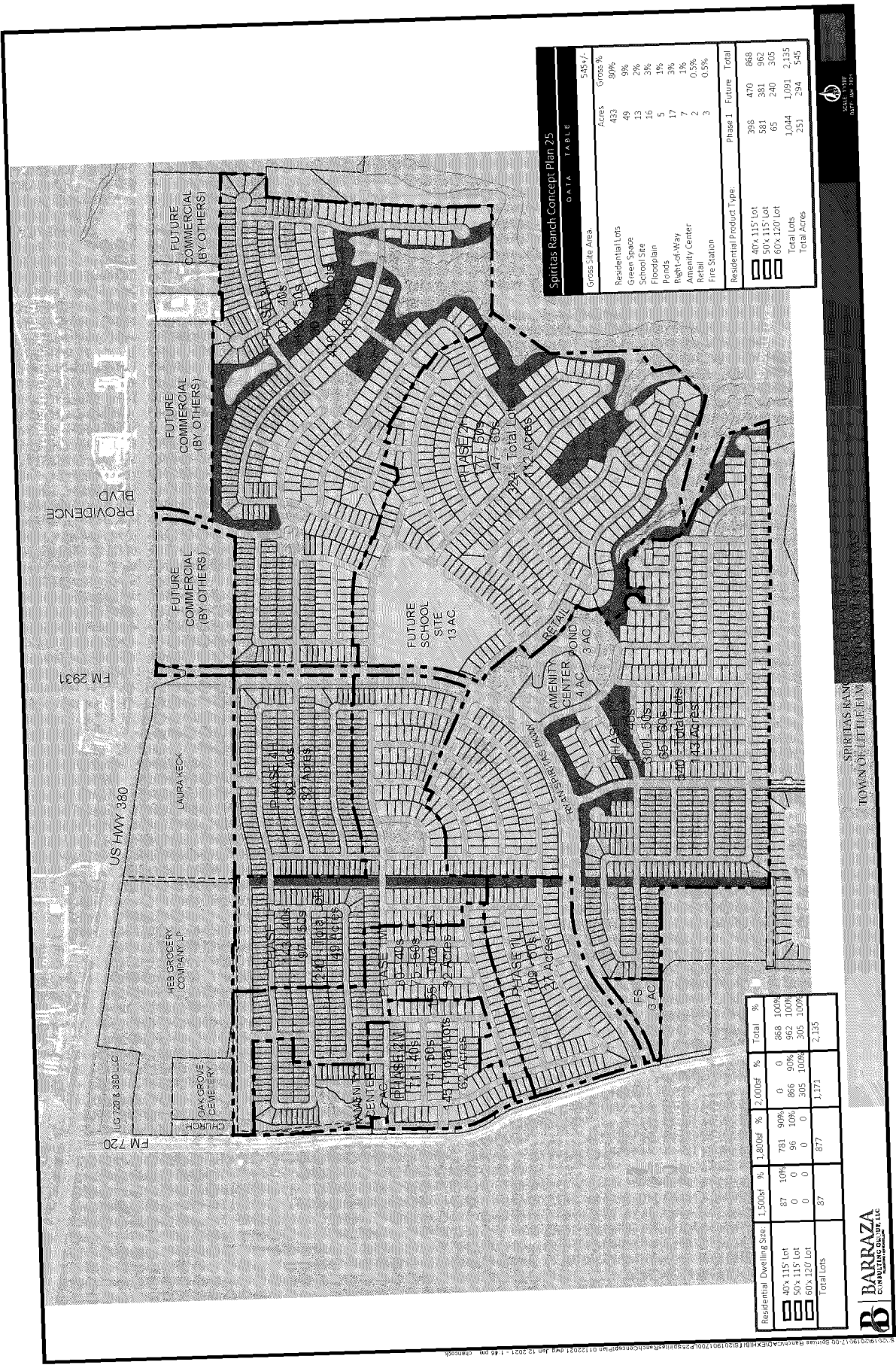
NOTES

¹ Development cost does not include: City/District/County Fees, Bonds, & Permits

² Development cost does not include: Rock Excavation, Landscaping, Irrigation, Monumentation, or Common Area Amenities

³ Professional Fees do not include: Land Entitlements, Feasibility, Boundary Survey, Topographic Survey, Tree Survey, Flood Studies, Geotechnical, Environmental, Wetlands SWPPP Administration, or Traffic Studies.

Exhibit D
CONCEPT PLAN



Spiritas Ranch Concept Plan 25

DATA		TABLE	
Gross Site Area	Acres	Gross %	545 +/-
Residential Lots	433	90%	
Green Space	49	9%	
School Site	13	2%	
Floodplain	16	3%	
Ponds	5	1%	
Right-of-Way	17	3%	
Amenity Center	7	1%	
Retail Pond	2	0.5%	
Fire Station	3	0.5%	
Phase 1 Future Total			
Residential Product Type:			
40'x115' Lot	398	470	868
50'x115' Lot	581	381	962
60'x120' Lot	63	240	305
Total Lots	1,044	1,091	2,135
Total Acres	251	294	545

Residential Dwelling Size	1,500sf	1,800sf	2,000sf	Total	%
40'x115' Lot	87	10%	781	0	868
50'x115' Lot	0	0	866	90%	962
60'x120' Lot	0	0	96	10%	305
Total Lots	87	877	1,171	2,135	

B BARRAZA
CONSULTING GROUP, LLC

SPIRITAS RANCH
TOWN OF LITTLE ROCK



Exhibit D-1
PARKS AND OPEN SPACE

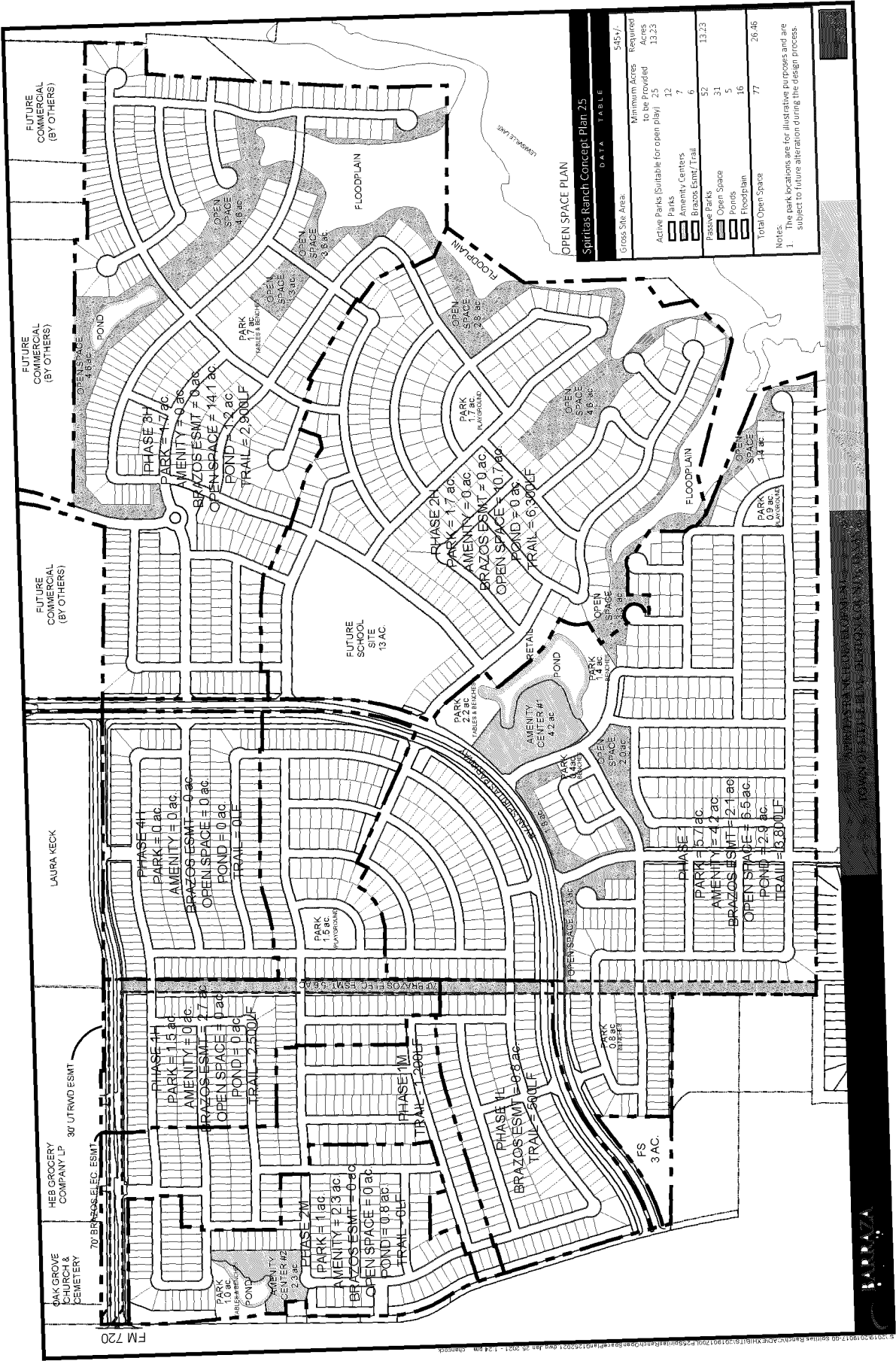


Exhibit D-2
TRAILS

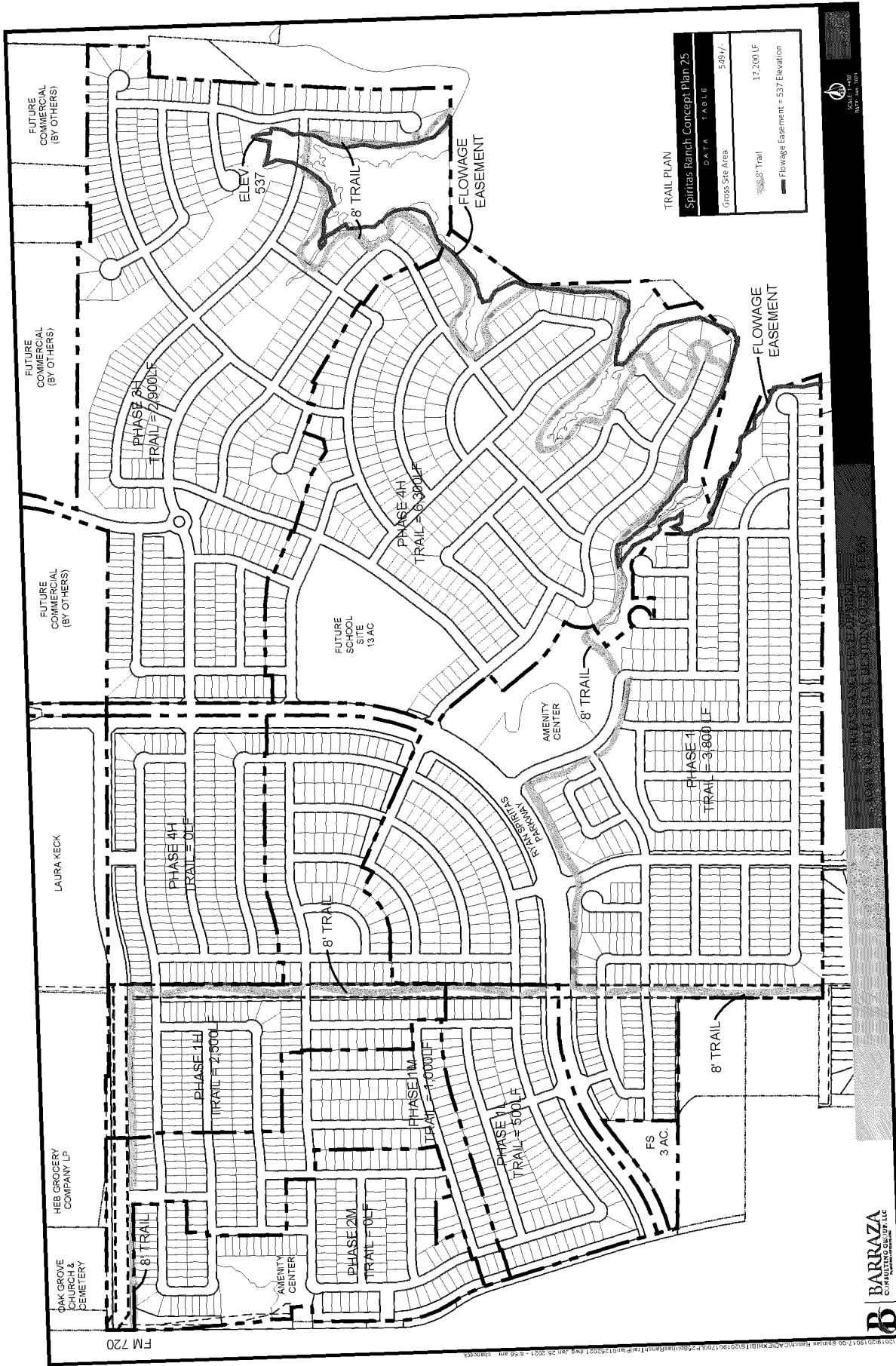
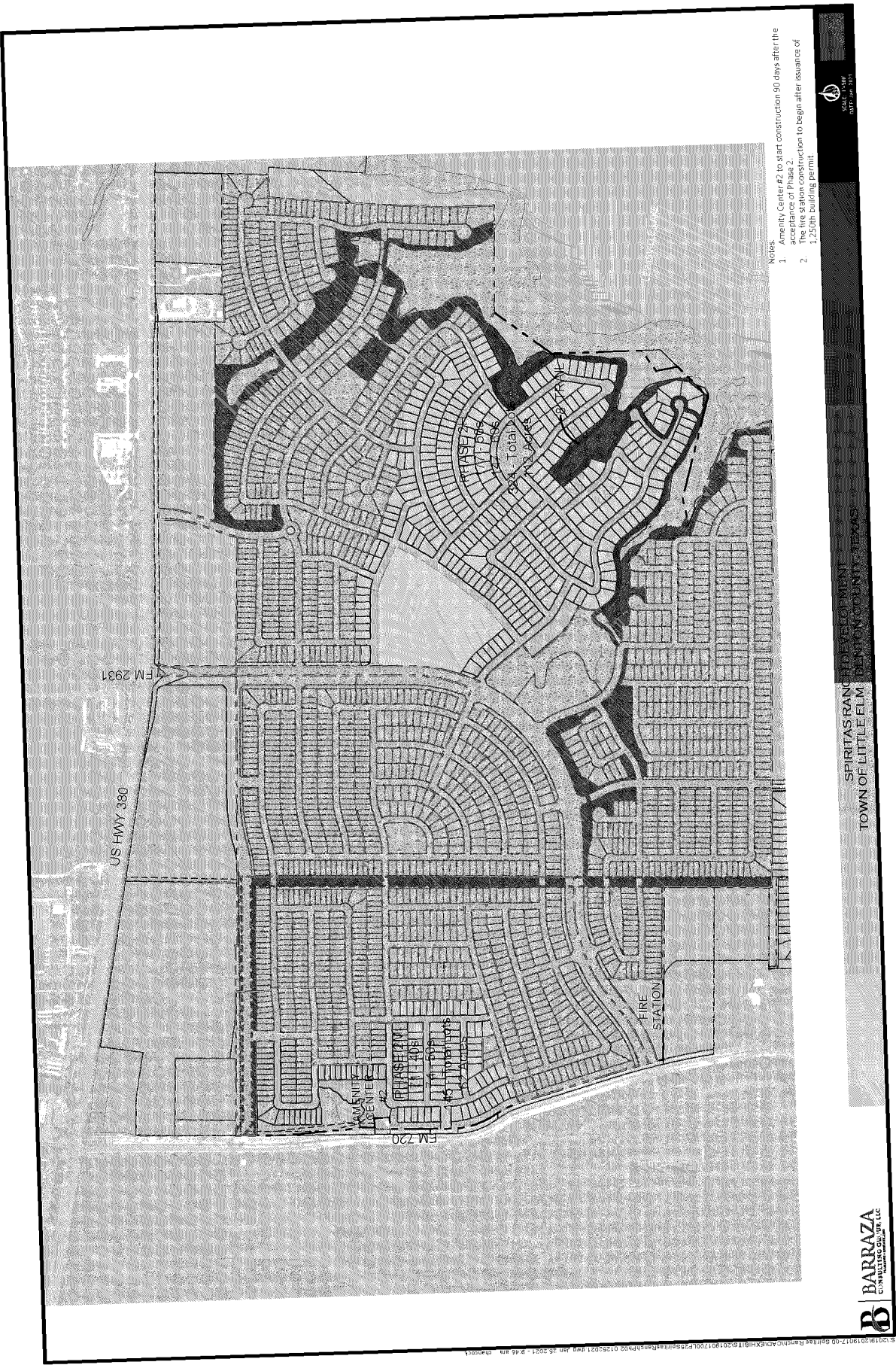
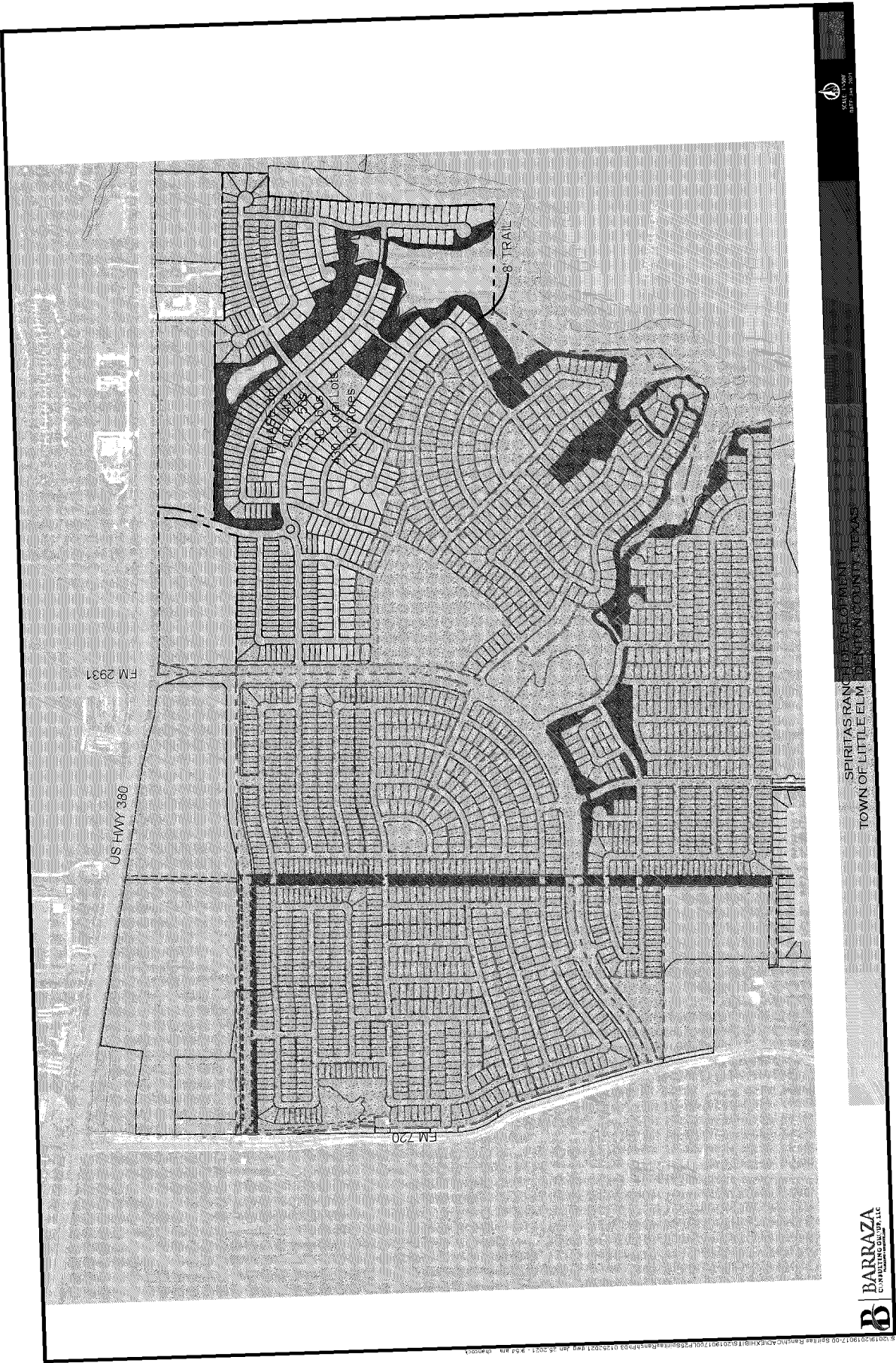


Exhibit D-3
PHASING PLAN



- Notes:
1. Amenity Center #2 to start construction 90 days after the acceptance of Phase 2.
 2. The fire station construction to begin after issuance of 1.25th building permit.



SPIRITAS RANCH DEVELOPMENT
TOWN OF LITTLE ELM
BENTON COUNTY, TEXAS



Exhibit D-4
PRIVATE AMENITIES (BY PHASE)

Exhibit D-4
PRIVATE AMENITIES
LOCATION: AMENITY CENTERS - PARKS - TRAILS - OPEN SPACE

PHASE 1

- FIVE (5) IRRIGATED PARKS, INCLUDING :
 - 2.2 Acre Park (with tables and benches)
 - 1.4 Acre Park (with benches)
 - 0.4 Acre Park (with benches)
 - 0.9 Acre Park (with playground)
 - 0.8 Acre Park (with benches)
- 4.2-ACRE AMENITY CENTER SITE
- 6.5 ACRES OF IRRIGATED NATURAL OPEN SPACE
- 2.9-ACRE POND
- 3,800 LF OF TRAILS

PHASE 1 L

- 500 LF OF TRAILS

PHASE 1 M

- 1,200 LF OF TRAILS

PHASE 1H

- 1.5-ACRE IRRIGATED PARK (with playground)
- 2,500 LF OF TRAILS

PHASE 2 M

- 1-ACRE IRRIGATED PARK (with tables and benches)
- 0.8-ACRE POND
- 2.3-ACRE AMENITY CENTER SITE

PHASE 2H

- 1.7-ACRE IRRIGATED PARK (with playground)
- 10.7 ACRES OF IRRIGATED NATURAL OPEN SPACE
- 6,300 LF OF TRAILS

PHASE 3H

- 1.7-ACRE IRRIGATED PARK (with tables and benches)
- 14.1 ACRES OF IRRIGATED NATURAL OPEN SPACE
- 1.2-ACRE POND
- 2,900 LF OF TRAILS

PHASE 4H

- UTILIZES AMENITIES IN ADJOINING PHASES

Note (1): All acreages and linear feet of the private amenities listed above are approximates only and are subject to change.

Note (2): The developer will provide or cause to be provided playground equipment, in certain phases where noted above, of a similar type to the playground equipment shown on the following page.

Sample Playground Equipment

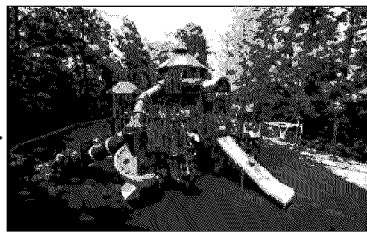


Exhibit E
DEVELOPMENT STANDARDS

SPIRITAS RANCH DEVELOPMENT STANDARDS – REVISION 9

I. **LOT TYPE REGULATIONS**

Spiritas Ranch Development will include a variety of lot types in order to achieve the goals established for the district. The lot types and requirements for each shall be as follows:

A. **Lot Type SF-4A:**

1. Permitted Uses: Land use shall comply with uses permitted for SF-4 Single-Family District in Section 106-05-01 of the Town of Little Elm Zoning Ordinance. The following additional uses are permitted by right or requires administrative approval only as provided below:
 - a. Model homes (inclusive of early permits) - permitted by right
 - b. Temporary sales offices - permitted by right
 - c. Temporary construction offices - permitted by right
 - d. Temporary asphalt batch plants - requires administrative approval only
 - e. Temporary concrete batch plants – requires administrative approval only
 - f. Temporary construction yards - permitted by right
 - g. Concrete Washouts - permitted by right
2. Height Regulations: No building shall exceed thirty-five feet (35') or two and one-half (2-1/2) stories in height.
3. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size: 4,500+/- square feet (minimum)

Lot coverage: The combined area covered by all main buildings and accessory structures shall not exceed fifty-five percent (55%) of the total lot area. Driveways, flatwork, swimming pools and spas shall not be included in determining maximum building coverage.

Minimum Floor Area: The minimum square footage of a dwelling unit, exclusive of garages, breezeways, and porches, shall be 1,800 square feet, with the exception that no more than 10% of homes or dwellings being allowed to be 1,500 square feet minimum.

Front Yard: 20 feet minimum

Rear Yard:	(20') feet minimum (excludes outdoor areas such as patios, outdoor kitchens, etc.)
Side Yard:	5 feet minimum
Side Yard Adj. to Street:	15 feet minimum
Lot Width:	40 feet minimum (measured at front building line)
Garage:	May face front or side street.

B. Lot Type SF-4B:

1. Permitted Uses: Land use shall comply with uses permitted for SF-4 Single-Family District in Section 106-05-01 of the Town of Little Elm Zoning Ordinance. The following additional uses are permitted by right or requires administrative approval only as provided below:
 - a. Model homes (inclusive of early permits) – permitted by right
 - b. Temporary sales offices - permitted by right
 - c. Temporary construction offices – permitted by right
 - d. Temporary asphalt batch plants – requires administrative approval only
 - e. Temporary concrete batch plants – requires administrative approval only
 - f. Temporary construction yards – permitted by right
 - g. Concrete Washouts – permitted by right
2. Height Regulations: No building shall exceed thirty-five feet (35') or two and one-half (2-1/2) stories in height.
3. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	5,650+/- square feet (minimum)
Lot coverage:	The combined area covered by all main buildings and accessory structures shall not exceed fifty-nine percent (59%) of the total lot area. Driveways, flatwork, swimming pools and spas shall not be included in determining maximum building coverage.
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways, and porches, shall be 2,000 square feet, with the

	exception that no more than 10% of homes or dwellings being allowed to be 1,800 square feet minimum.
Front Yard:	20 feet minimum
Rear Yard:	(20') feet minimum (excludes outdoor areas such as patios, outdoor kitchens, etc.)
Side Yard:	5 feet minimum
Side Yard Adj. to Street:	15 feet minimum
Lot Width:	50 feet minimum (measured at front building line)
Garage:	May face front or side street.

C. Lot Type SF-4C:

1. Permitted Uses: Land use shall comply with uses permitted for SF-4 Single-Family District in Section 106-05-01 of the Town of Little Elm Zoning Ordinance. The following additional uses are permitted by right or requires administrative approval only as provided below:
 - a. Model homes (inclusive of early permits) – permitted by right
 - b. Temporary sales offices – permitted by right
 - c. Temporary construction offices – permitted by right
 - d. Temporary asphalt batch plants – requires administrative approval only
 - e. Temporary concrete batch plants – requires administrative approval only
 - f. Temporary construction yards – permitted by right
 - g. Concrete Washouts – permitted by right
2. Height Regulations: No building shall exceed thirty-five feet (35') or two and one-half (2-1/2) stories in height.
4. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	7,100+/- square feet (minimum)
Lot coverage:	The combined area covered by all main buildings and accessory structures shall not exceed sixty-three percent (63%) of the total lot area. Driveways, flatwork, swimming

	pools and spas shall not be included in determining maximum building coverage.
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be 2,000 square feet.
Front Yard:	20 feet minimum
Rear Yard:	(20') feet minimum (excludes outdoor areas such as patios, outdoor kitchens, etc.)
Side Yard:	5 feet minimum
Side Yard Adj. to Street:	15 feet minimum
Lot Width:	60 feet minimum (measured at front building line)
Garage:	May face front or side street.

D. Commercial Development Regulations:

1. Permitted Uses: Land use and structures shall comply with the requirements for the "LC" Light Commercial District in Section 106-05-01 of the Town of Little Elm Zoning Ordinance. Architectural and site design shall comply with the Town's current standards. In addition, the following uses are permitted by right or requires administrative approval only as provided below:

- a. Private club/Amenity Center – permitted by right
- b. Model homes – permitted by right
- c. Temporary sales offices – permitted by right
- d. Temporary construction offices - permitted by right
- e. Temporary asphalt batch plants – requires administrative approval only
- f. Temporary construction yards – permitted by right
- g. Temporary concrete batch plants – requires administrative approval only

II. DEVELOPMENT AND DESIGN STANDARDS

A. Street: The following street types shall establish the criteria for streets allowed within Spiritas Ranch Development.

- 1. Ryan Spiritas Parkway (P6D-2 Primary Arterial-2, Divided, 140' Right-of-Way).

Public Right-of-Way Width:	140'
Pavement Width:	Two (2) – 25' B/B
Pavement Section:	8", 3,600 psi concrete
Curb Radii:	20'
Sidewalk Width:	6' ⁽¹⁾
Landscape Median (Measured from Back-of-Curb):	20' in Width
Parkway Width:	35'
Parking:	No parking allowed

⁽¹⁾ Sidewalks shall be constructed on both sides of Ryan Spiritas Parkway

2. New HEB Road (M4D-1 Minor Arterial-1, Divided, 100' Right-of-Way)⁽¹⁾.

Public Right-of-Way Width:	100'
Pavement Width:	Two (2) – 25' B/B
Pavement Section:	8", 3,600 psi concrete
Curb Radii:	20'
Sidewalk Width:	6'
Landscape Median (Measured from Back-of-Curb):	20' in Width
Parkway Width:	15'
Parking:	No parking allowed

⁽¹⁾ Spiritas Ranch Development shall only be responsible for constructing the two (2) southern lanes. Utilities shall be within ROW. No adjacent landscape buffer shall be required.

3. Collector (C2U – Collector, 60' Right-of-Way)

Public Right of Way Width:	60'
Pavement Width:	37' B/B
Pavement Section:	6", 3,600 psi concrete
Curb Radii:	20'
Minimum Centerline Radius for Curves:	100'
Minimum Tangent between Reverse Curves:	0'
Minimum Sidewalk Width:	5'
Parkway Width:	11.5'

4. Urban Mix Residential (R – Residential Street, 50' Right-of-Way)

Classification: Designed to provide access to residential areas.

Public Right of Way Width:	50'
Pavement Width:	31' B/B

Pavement Section:	6", 3,600 psi concrete
Curb Radii:	20'
Minimum Centerline Radius for Curves:	100'
Minimum Tangent between Reverse Curves:	0'
Minimum Sidewalk Width:	5'
Parkway Width:	9.5'
Parking:	Allowed on both sides

B. Residential Architectural Design Standards: All development within Spiritas Ranch Development shall comply with Section 106-06 of the Town of Little Elm Zoning Ordinance with the following modification:

1. Minimum masonry requirement. The front facing exterior facades of the main building or structure shall be constructed of 100 percent masonry finishing material that is comprised of brick, stone, cast stone, or a combination thereof. The overall minimum masonry content of all facades shall be 85 percent. Stucco or other cementitious materials such as hardie board may be used as a secondary design feature with no more than 15 percent of any facade other than those facing a right-of-way being made up of this material. Other materials of equal or similar characteristics may be allowed at the discretion of the director.
2. Alternate stucco architecture. If a home is designed with a specific architectural style that warrants the use of stucco as the primary exterior material, including but not limited to Mediterranean, Spanish, southwest or modern, then the use of stucco as a primary material will be allowed. All elements of the architectural style must be consistently incorporated, including but not limited to composition roof and clay roof tiles, typical of the style. Residences with primarily stucco finishes may be accented with heavy wood beams, stonework or other features to enhance the style. Elevations with no discernable style that simply disregard the required masonry requirement will not be considered.
3. Cementitious fiberboard and engineered wood. Cementitious fiberboard or engineered wood may constitute up to 50 percent of the exterior facades of stories other than the first floor if the 85 percent masonry finishing materials is maintained overall. Cementitious fiberboard or engineered wood may also be used for architectural features, including window box-outs, bay windows, roof dormers, columns, chimneys not part of an exterior wall, or other architectural features approved by the director.
4. Elevation repetition. Each unique house elevation shall not be repeated on the lot most directly across the street, nor shall it be repeated on four lots in either direction on the same side of the street. A wide variety of elevations is desired as it augments the character of the subdivision and reduces

monotony of design. Houses that have a primarily stucco exterior shall be limited to three per block face.

5. Elevation masonry mix and pattern. Front elevations may use more than one type of masonry construction in a variety of patterns to vary the architectural appeal of the streetscape.
6. Doors. Garage doors and front entry doors visible from the right-of-way shall consist of stained cedar, redwood, spruce, fir or other hardwood, or other products, including products that are not wood but have a wood appearance, including fiberglass, aluminum/ metal or hardie and approved by the director. Garage doors shall not be required to have reveals or textures or be recessed from garage face.
7. Some front porches shall be bricked.
8. Front Door enhancement. Homes shall be designed in a manner that enhances the front door rather than the garage door and shall include one of the following or other gifts to streets:
 - Front Porch
 - Columns/ Gateways/ Articulation
 - Or Other Gifts to the Streets
9. Gifts to the Street: All buildings constructed shall include decorative driveway paving (e.g. salt finish, exposed aggregate, or other treatments approved by the town's building official) and at least three (3) of the following below listed design features to provide visual relief along the front of the residence:
 - Garage door(s) with hardware;
 - Carriage style garage door(s) with hardware;
 - Architectural pillars or posts;
 - Bay window(s);
 - Brick chimney on exterior wall;
 - Cast stone accents;
 - Covered front porches (minimum of 30 square feet covered by main roof or an architectural extension);
 - Cupulas or turrets;
 - Dormers or gables;
 - Garage door not facing the street (J-swing garage style);
 - Roof accent upgrades (e.g. metal, tile, slate, solar tiles);
 - Recessed entries a minimum of three feet deeper than main front facade;
 - Greater than 6:12 primary roof pitch, or variable roof pitches;
 - Transom windows;
 - Shutters;

8' Front door
 Colored mortar
 Brick smaller than "King Size"
 Masonry arches;
 Mixed masonry patterns (over and above what is required by section 106.06.02(b)(5));
 Hanging or Coach lights at entrances;
 Decorative attic or gable feature, minimum two square feet in size (e.g. vent, window, brick detail);
 Divided Light Windows on the front;
 Colored Windows – tan or black;
 Decorative Hardware on front door or sconces next to front door;
 Exposed rafter tails.

C. Landscape Standards:

1. Trees planted within the median and common areas adjacent to Ryan Spiritas Parkway, and landscape buffers shall be a minimum 3" caliper and shall be planted at a ratio of one (1) tree per each fifty (50) linear feet of street frontage. Trees planted within these common spaces may be planted in groupings, clusters or masses.
2. Amenity retention (wet) ponds shall be designed in a manner to be an amenity to the development by providing a gentle six-to-one (6:1) slope (a partial decorative stone retaining wall may be allowed), a large canopy tree for each 75 linear feet of the perimeter (which may be clustered), fountains, and trash receptacles. Such ponds shall include aeration to ensure water quality. The area shall be accessible by patrons and be maintained by the property owner or established property owners association.
3. Amenity detention (dry) ponds shall be designed in a manner to be an amenity to the development by providing a gentle six-to-one (6:1) slope (a partial decorative stone retaining wall may be allowed), a large canopy tree for each 50 linear feet of the perimeter (which may be clustered), benches and trash receptacles.
4. At least one (1) small ornamental tree, per lot, shall be planted in the side yard of lots adjacent to a street. Trees shall be a minimum 3.0" caliper.
5. Tree Requirements:
 Each lot shall have a minimum of two (2) total trees with a combined minimum caliper of 6-inches.

6. No tree mitigation will be required for this project.
7. All front yard landscape beddings are not required to be edged with masonry.

D. Residential fences: All residential fences shall be 6-foot cedar board on board fencing with a top cap on all sides of the lots.

III. GENERAL SUBDIVISION POLICIES

1. No alleys are required within the Spiritas Development.
2. Trails:
 - a. All trails shall be 8' wide with a minimum 15' wide level ground surface.
3. (j) (7) a. Parallel Streets – Remove section 107.08.02 (j)(7) a. This section requires 60% of the frontage of creeks to be by ROW.
4. (j) (7) b. Cul-de-sac streets – Remove section 107.08.02 (j)(7) b. This section limits the placement of cul-de-sacs, disallows multiple cul-de-sacs in a row, and adds a requirement for a feature at the end of the cul-de-sac. Also puts restrictions on how many cul-de-sacs can be closed off to the floodplain.
5. (j)(8) Setbacks. Adjust side yard setbacks adjacent to creeks/shorelines to be 15' minimum.

Section 107.08.03 – Streets and alleys

6. (b)(5) Maximum street length. “No street shall be more than 1,000 feet in length”. Change to “1,200”
7. (6) Curvilinear requirement. Remove this paragraph. “When a residential street length exceeds 500 feet but is less than 1,000 feet in length, the design of the street shall include a curve of between 100 to 200 feet radius for a length equal to the curve radius.”
8. (7) Street calming methods. Remove this paragraph.

Section 107.08.06 – Other subdivision regulations

9. (e)(3)a. Remove paragraph. Section is requirement for live-screening of franchise utility ground-mounted equipment - 3' spacing of five-gallon shrubs

Section 107.09.01 – Applicability and general requirements

10. (b)(5) Non-residential uses adjacent to parks. Revise section to remove requirement that use cannot back up to park/open space.
11. (b)(6) Street abutting a park. Remove 2nd sentence that may require streets abutting open space to be increased width from 31' to 37'.

ENGINEERING DESIGN STANDARDS

Section 3.0 – Drainage design requirements

12. E. – Remove requirement for concrete lining of channels based on CA values. Concrete should remain as an option, but not a requirement. Alternative stabilization techniques shall be approved by the Town Engineer if lining of channel is not concrete.

Section 5.0 – Other Improvements

Electric Power and Telephone Service – All powerlines, excluding those preexisting transmission lines, shall be buried.

Exhibit E-1
FIRE STATION EMS CENTER SPECIFICATIONS



Centurion American Development Group
1800 Valley View Lane Ste 300
Farmers Branch, TX 75234
469-892-7200 469-892-7202 (fax)

The proposed new Fire Station EMS Center (the "Fire Station") to be built in the Spiritas Ranch development will include approximately 14,020 square feet, which includes approximately 12,580 square feet on the ground floor and a mezzanine of approximately 1,440 square feet. The specifications for the Fire Station are as follows:

- Living quarters to be approximately 6,465 square feet and includes the following:
 - Kitchen
 - Dining Room
 - Training Area
 - Day Room
 - Lockers
 - Bunk Room
 - Laundry Space
 - Captains Space
- Three bays with roll-up doors front and rear- Apparatus Bay Area = approximately 5,065 square feet
- Gear Extractor Area to be approximately 1,050 square feet and includes the following:
 - Workshop
 - Storage
 - Decon Space
 - Bunker Gear Storage
 - Extractor Room
 - Electrical/Mechanical Room
- The Fire Station façade will include standard face brick, stone and/or masonry.
- Standard windows and doors will be used
- Standard aluminum exterior lettering (excludes bronze, backlit or custom lettering or signage)
- The Fire Station structure may be a mix of load bearing concrete masonry units, metal studs, prefabricated light gauge trusses and/or some steel
- In the event the Town opts to upgrade specifications or increase square footages for the Spiritas Fire Station, over and above the original finish-out level of Little Elm Fire Station #3, the town may do so, however any such overage shall be paid for by the town.

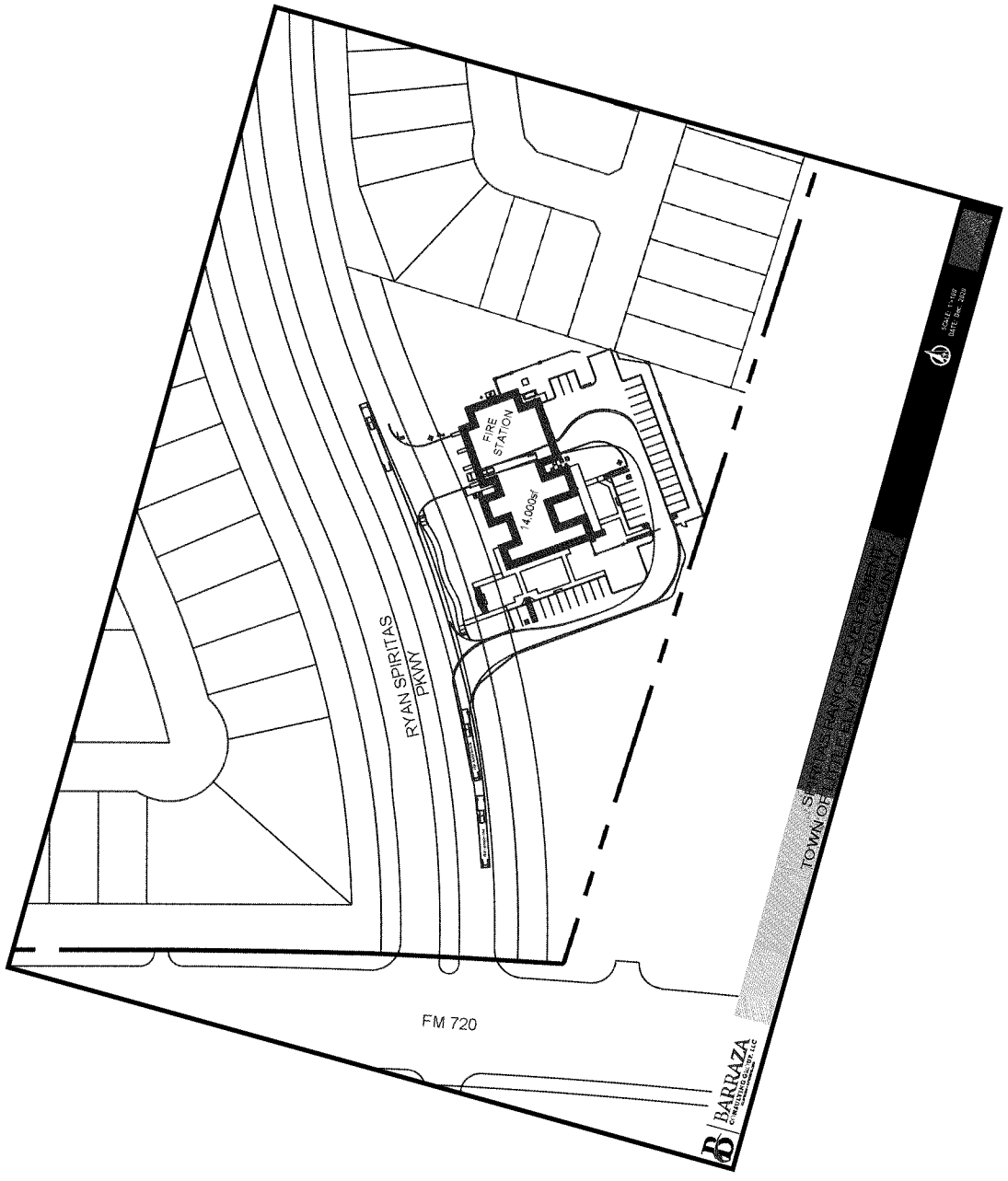
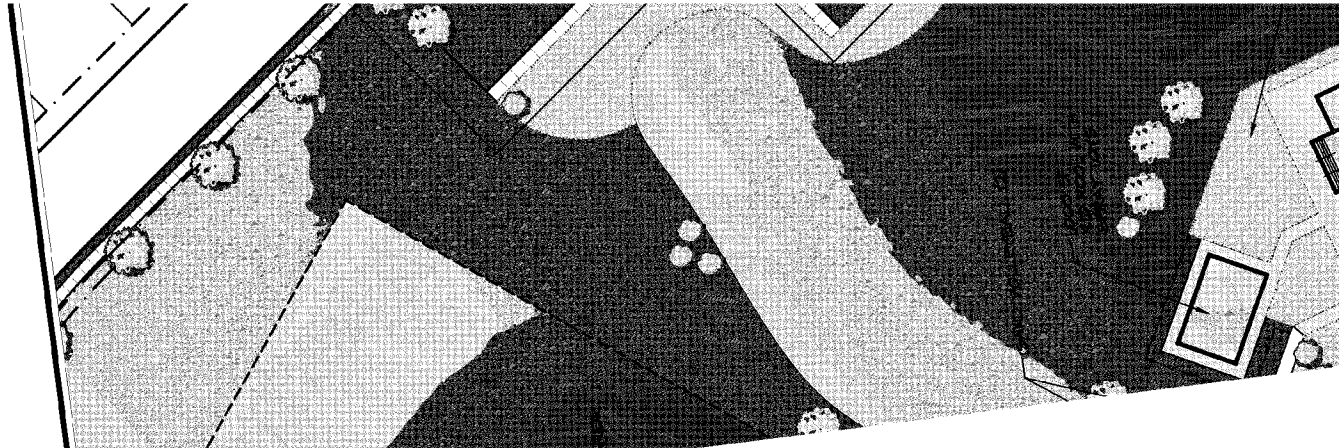


Exhibit F
AMENITY SITES



AMENITY SITE #1
SITE LANDSCAPE
STREET TREES AT 1 - 9" CALIPER TREE PER 50 LF OF STREET FRONTAGE
1. ENHANCED LANDSCAPE AREA 15,000 SF
2. UNDERGROUND AUTOMATIC IRRIGATION SYSTEM
5.

POOL AREA (PHASE 1)
PHASE 1 OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION
NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 1 LOTS

- 1. CABANA 9,200 SF
- 2. POOL 5,000 SF
- 3. POOL DECK 5,200 SF
- 4. KID POOL 1,200 SF
- 5. PLAY GRUND 1,200 SF
- 6. OPEN PLAY 46,875 SF
- 7. POND 2.10 ACRES
- 8. 8' H/B TRAIL 4,160 SF
- 9. 6' SIDEWALK 11,580 SF - PERIMETER
- 10. PARKING

51 SPACES PLUS 2 HANDICAP SPACES (55 TOTAL)
RESTAURANT / CONVENIENCE STORE (PHASE 3)
PHASE 3 OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION WITHIN 90 DAYS
OF ISSUANCE OF THE 1500TH BUILDING PERMIT.

- 1. REST. / STORE 5,000 SF
- 2. OUTDOOR DINING 1,500 SF
- 3. RETAIL 5,000 SF
- 4. PARKING 64 SPACES PLUS 6 HANDICAP SPACES (74 TOTAL)

AMENITY SITE #2 (PHASE 2)
PHASE 2 - AMENITY SITE TWO (2) TO BEGIN CONSTRUCTION
NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 2 LOTS

- 1. CABANA 280 SF
- 2. POOL 1,600 SF
- 3. OPEN PLAY 16,000 SF
- 4. POND 0.81 ACRES
- 5. 6' SIDEWALK 10,250 SF
- 6. 5' SIDEWALK 2,550 SF
- 7. PARKING 7 SPACES PLUS 1 HANDICAP SPACE (8 TOTAL)



3
2
1
0

AMENITY SITE #1

- SITE LANDSCAPE
STREET TREES AT 1 - 9" CALIPER TREE PER 50 LF OF STREET FRONTAGE
1. ENHANCED LANDSCAPE AREA 15,000 SF
2. UNDERGROUND AUTOMATIC IRRIGATION SYSTEM

POOL AREA (PHASE 1)

PHASE 1 OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION
NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 1 LOTS

1. CABANA 9,200 SF
2. POOL DECK 9,000 SF
3. POOL 5,200 SF
4. KID POOL 1,000 SF
5. PLAY GROUND 12,000 SF
6. OPEN PLAY 46,575 SF
7. POND 2.10 ACRES
8. 1/2 TRAIL 4,160 SF
9. 6' SIDEWALK 11,550 SF - PERIMETER
10. 51 SPACES PLUS 2 HANDICAP SPACES (85 TOTAL)

RESTAURANT / CONVENIENCE STORE (PHASE 3)

PHASE 3 OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION WITHIN 90 DAYS
OF ISSUANCE OF THE 1500TH BUILDING PERMIT.

1. REST. / STORE 5,000 SF
2. OUTDOOR DINING 1,500 SF
3. RETAIL 5,000 SF
4. 64 SPACES PLUS 6 HANDICAP SPACES (14 TOTAL)

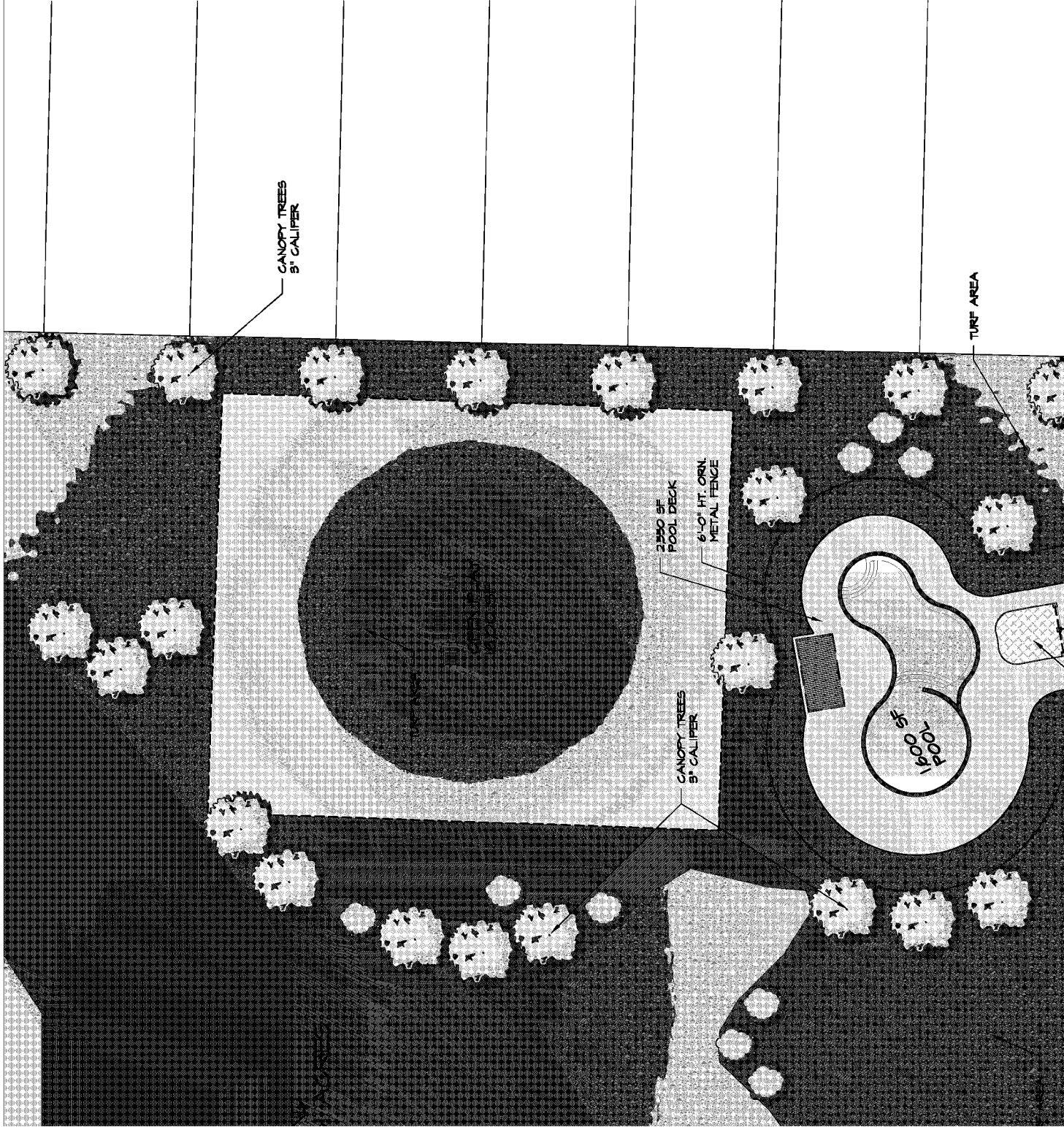
AMENITY SITE #2 (PHASE 2)

PHASE 2 - AMENITY SITE TWO (2) TO BEGIN CONSTRUCTION
NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 2 LOTS

1. CABANA 280 SF
2. POOL 16,000 SF
3. OPEN PLAY 16,000 SF
4. POND 0.81 ACRES
5. 6' SIDEWALK 1,025 SF
6. 5' SIDEWALK 2,550 SF
7. 7 SPACES PLUS 1 HANDICAP SPACE (8 TOTAL)

CANOPY TREES
9" CALIPER





AMENITY SITE #1

SITE LANDSCAPE

- 1. STREET TREES AT 1 - 5" CALIPER TREE PER 50 LF OF STREET FRONTAGE
- 2. ENHANCED LANDSCAPE AREA 15,000 SF
- 3. UNDERGROUND AUTOMATIC IRRIGATION SYSTEM

POOL AREA (PHASE 1)

PHASE 1 OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 1 LOTS

- 1. CABANA 9,200 SF
- 2. POOL 9,000 SF
- 3. POOL DECK 9,200 SF
- 4. KID POOL 12,000 SF
- 5. PLAY GROUND 12,000 SF
- 6. OPEN PLAY 46,575 SF
- 7. POND 2,710 ACRES
- 8. 8' H/B TRAIL 4,160 SF
- 9. 6' SIDEWALK 11,350 SF - PERIMETER
- 10. PARKING

91 SPACES PLUS 2 HANDICAP SPACES (93 TOTAL)

RESTAURANT / CONVENIENCE STORE (PHASE 3)

PHASE 3 OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION WITHIN 90 DAYS OF ISSUANCE OF THE 1500TH BUILDING PERMIT.

- 1. REST. / STORE 5,000 SF
- 2. OUTDOOR DINING 1500 SF
- 3. RETAIL 9,000 SF
- 4. PARKING

64 SPACES PLUS 6 HANDICAP SPACES (74 TOTAL)

AMENITY SITE #2 (PHASE 2)

PHASE 2 - AMENITY SITE TWO (2) TO BEGIN CONSTRUCTION NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 2 LOTS

- 1. CABANA 280 SF
- 2. POOL 1400 SF
- 3. OPEN PLAY 16,000 SF
- 4. POND 0.81 ACRES
- 5. 6' SIDEWALK 1025 SF
- 6. 5' SIDEWALK 2350 SF
- 7. PARKING

7 SPACES PLUS 1 HANDICAP SPACE (8 TOTAL)



PROVIDENCE

FM 2931

FUTURE
HITAS RANCH
RESIDENTIAL

SHIRLEY STREET - 1/2 MILE

AMENITY SITE #1
SITE LANDSCAPE
STREET TREES AT 1 - 9" CALIPER TREE PER 30 LF OF STREET FRONTAGE!
1. ENHANCED LANDSCAPE AREA 15000 SF
2. UNDERGROUND AUTOMATIC IRRIGATION SYSTEM

POOL AREA (PHASE 1)
PHASE 1 OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION
NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 1 LOTS

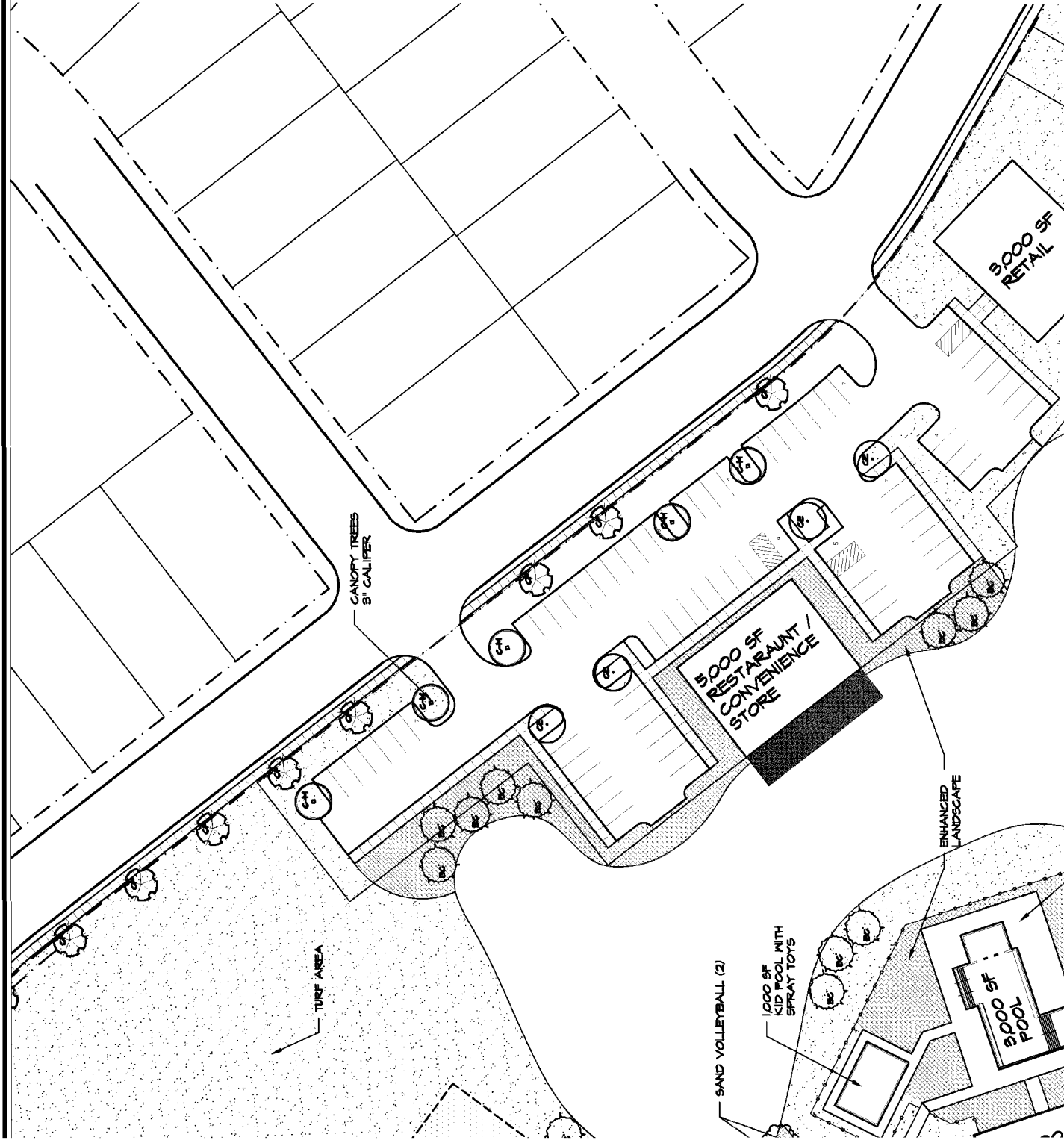
- 1. CABANA 5200 SF
- 2. POOL 5000 SF
- 3. POOL DECK 5200 SF
- 4. KID POOL 1200 SF
- 5. PLAY GROUND 46975 SF
- 6. OPEN PLAY 2.70 ACRES
- 7. POND 4160 SF
- 8. 8' H/B TRAIL 11350 SF - PERIMETER
- 9. 6' SIDEWALK
- 10. PARKING
- 31 SPACES PLUS 2 HANDICAP SPACES (33 TOTAL)

RESTAURANT / CONVENIENCE STORE (PHASE 3)
PHASE 3 OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION WITHIN 40 DAYS
OF ISSUANCE OF THE 1500TH BUILDING PERMIT.

- 1. REST. / STORE 5000 SF
- 2. OUTDOOR DINING 1500 SF
- 3. RETAIL 5000 SF
- 4. 64 SPACES PLUS 6 HANDICAP SPACES (74 TOTAL)

AMENITY SITE #2 (PHASE 2)
PHASE 2 - AMENITY SITE TWO (2) TO BEGIN CONSTRUCTION
NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 2 LOTS

- 1. CABANA 280 SF
- 2. POOL 1500 SF
- 3. OPEN PLAY 16000 SF
- 4. POND 0.81 ACRES
- 5. 6' SIDEWALK 1025 SF
- 6. 5' SIDEWALK 2550 SF
- 7. PARKING
- 7 SPACES PLUS 1 HANDICAP SPACE (8 TOTAL)



AMENITY SITE #1

SITE LANDSCAPE

1. STREET TREES AT 1 - 9" CALIPER TREE PER 30 LF OF STREET FRONTAGE
2. ENHANCED LANDSCAPE AREA 15,000 SF
3. UNDERGROUND AUTOMATIC IRRIGATION SYSTEM

POOL AREA (PHASE 1)

PHASE 1 OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 1 LOTS

1. CABANA 9,200 SF
2. POOL 9,000 SF
3. POOL DECK 5,200 SF
4. KID POOL 1,200 SF
5. PLAY GROUND 1,200 SF
6. OPEN PLAY 46,575 SF
7. POND 2.7 TO ACRES
8. 8' W/B TRAIL 4,160 SF
9. 6' SIDEWALK 11,550 SF - PERIMETER
10. PARKING

31 SPACES PLUS 2 HANDICAP SPACES (95 TOTAL)

RESTAURANT / CONVENIENCE STORE (PHASE 3)

PHASE 3 OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION WITHIN 90 DAYS OF ISSUANCE OF THE 1500TH BUILDING PERMIT.

1. REST / STORE 5,000 SF
2. OUTDOOR DINING 1,500 SF
3. RETAIL 5,000 SF
4. PARKING

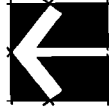
64 SPACES PLUS 6 HANDICAP SPACES (74 TOTAL)

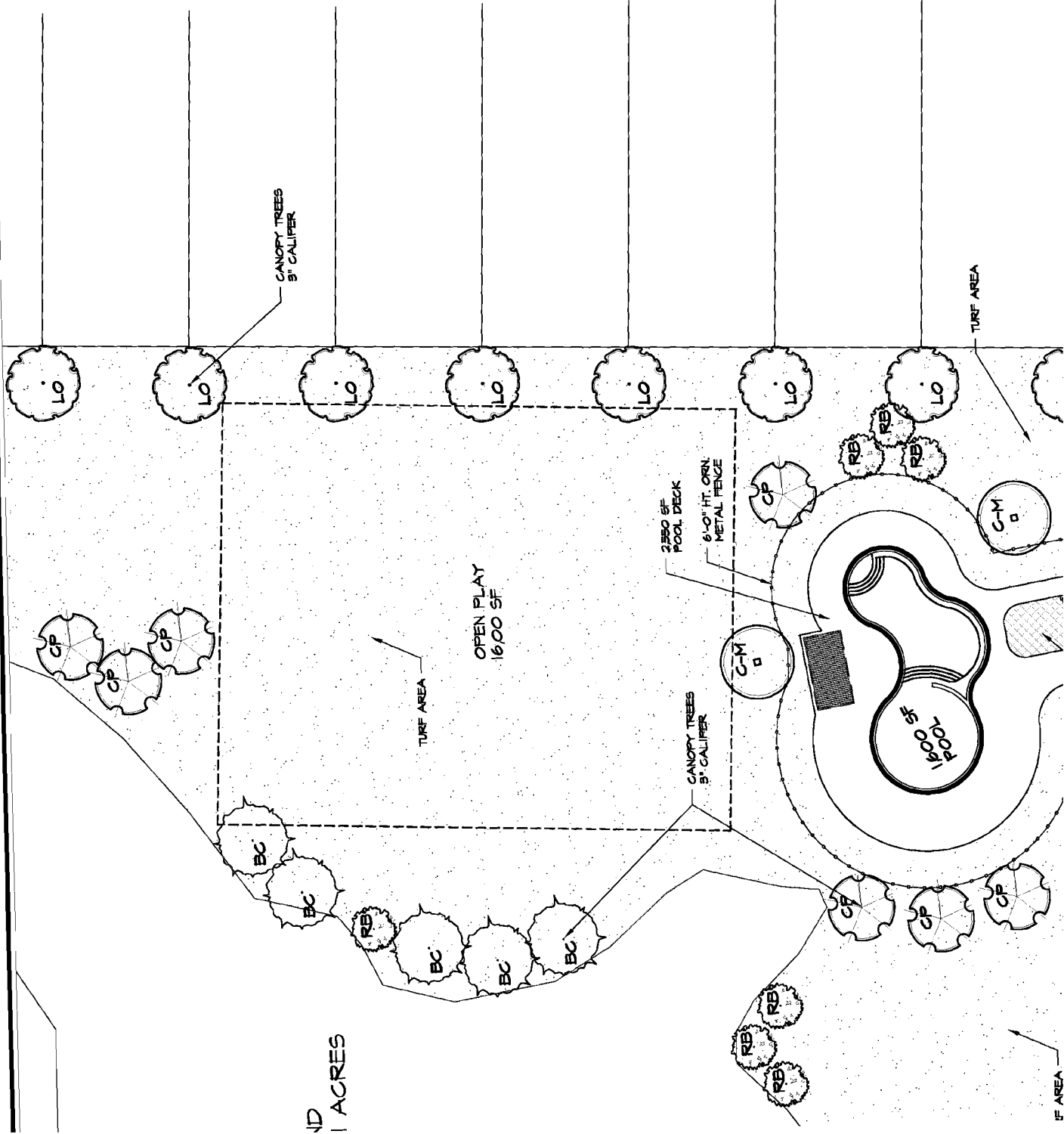
AMENITY SITE #2 (PHASE 2)

PHASE 2 - AMENITY SITE TWO (2) TO BEGIN CONSTRUCTION NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 2 LOTS

1. CABANA 280 SF
2. POOL 14,000 SF
3. OPEN PLAY 16,000 SF
4. POND 0.81 ACRES
5. 6' SIDEWALK 10,235 SF
6. 5' SIDEWALK 2,550 SF
7. PARKING

7 SPACES PLUS 1 HANDICAP SPACE (8 TOTAL)





AMENITY SITE #1

SITE LANDSCAPE

1. STREET TREES AT 1 - 3" CALIPER TREE PER 50 LF OF STREET FRONTAGE
2. ENHANCED LANDSCAPE AREA 15,000 SF
3. UNDERGROUND AUTOMATIC IRRIGATION SYSTEM

POOL AREA (PHASE 1)

PHASE 1 OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 1 LOTS

1. CABANA 9,200 SF
2. POOL 5,000 SF
3. POOL DECK 5,200 SF
4. KID POOL 1,000 SF
5. PLAY GROUND 1,200 SF
6. OPEN PLAY 46,575 SF
7. POND 2.10 ACRES
8. 1/2 B TRAIL 4,160 SF
9. 6' SIDEWALK 11,550 SF - PERIMETER
10. PARKING

31 SPACES PLUS 2 HANDICAP SPACES (33 TOTAL)

RESTAURANT / CONVENIENCE STORE (PHASE 3)

PHASE 3 OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION WITHIN 90 DAYS OF ISSUANCE OF THE 1500TH BUILDING PERMIT.

1. REST. / STORE 5,000 SF
2. OUTDOOR DINING 1,500 SF
3. RETAIL 5,000 SF
4. PARKING

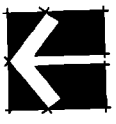
64 SPACES PLUS 6 HANDICAP SPACES (74 TOTAL)

AMENITY SITE #2 (PHASE 2)

PHASE 2 - AMENITY SITE TWO (2) TO BEGIN CONSTRUCTION NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 2 LOTS

1. CABANA 280 SF
2. POOL 1,800 SF
3. OPEN PLAY 16,000 SF
4. POND 0.21 ACRES
5. 6' SIDEWALK 1,025 SF
6. 5' SIDEWALK 2,350 SF
7. PARKING

7 SPACES PLUS 1 HANDICAP SPACE (8 TOTAL)



20 10 0 20 40

Exhibit G
HEB ROAD

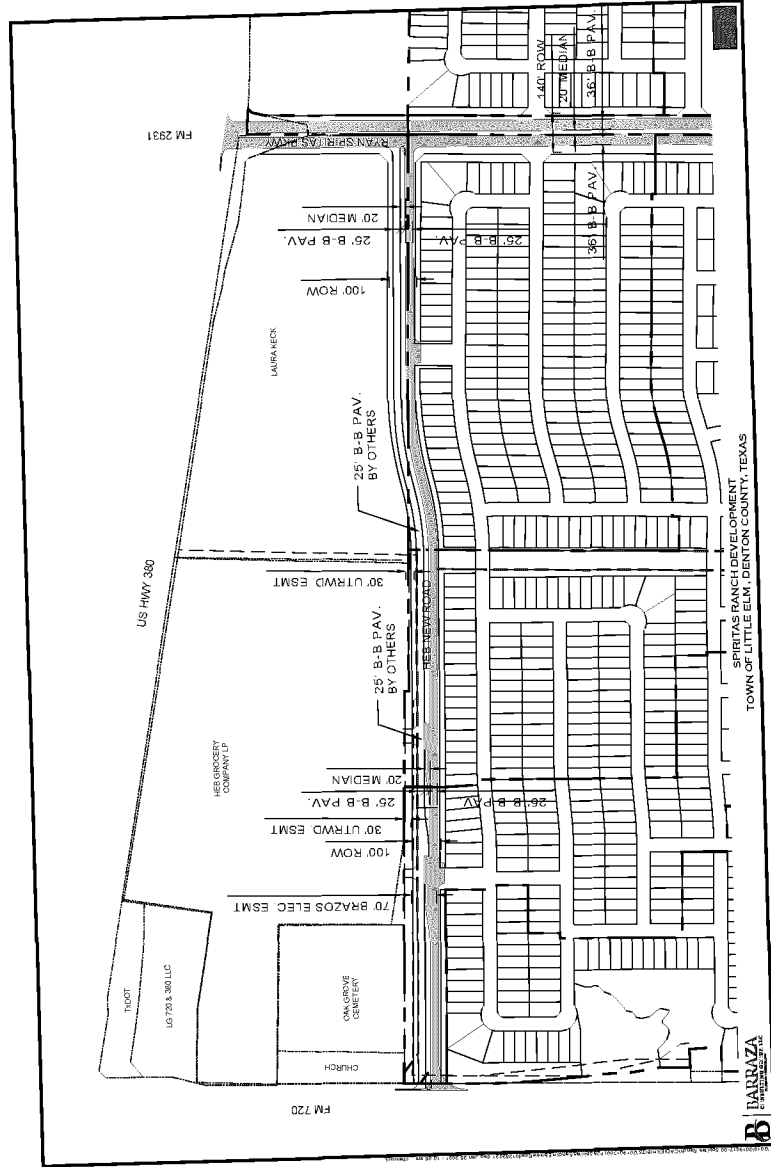


Exhibit H
HOME BUYER DISCLOSURE PROGRAM

The PID Administrator (as defined in the Service and Assessment Plan) for the Spiritas Ranch Public Improvement District (the "PID") shall facilitate notice to prospective homebuyers in accordance the following notices. The PID Administrator shall monitor the enforcement of the following minimum requirements:

1. Record notice of the PID in the appropriate land records for the property.
2. Require builders to include notice of the PID in addendum to contract on brightly colored paper.
3. Collect a copy of the addendum signed by each buyer from builders and provide to the Town.
4. Require signage indicating that the property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.
5. Prepare and provide to builders an overview of the PID for those builders to include in each sales packets.
6. Notify builders who estimate monthly ownership costs of the requirement that they must include special taxes in estimated property taxes.
7. Notify settlement companies through the builders that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.
8. Include notice of the PID in the homeowner association documents in conspicuous bold font.
9. The Town will include announcements of the PID on the Town's web site.
10. The disclosure program shall be monitored by the Developer and Manager.

Exhibit I
LANDOWNER AGREEMENT

LANDOWNER AGREEMENT

This **LANDOWNER AGREEMENT** (the "Agreement"), is entered into as of _____, between the Town of Little Elm, Texas (the "Town"), a home rule municipality of the State of Texas (the "State"), and _____, a Texas (the "Landowner").

RECITALS:

WHEREAS, Landowner owns the Assessed Parcels described by a metes and bounds description attached as **Exhibit I** to this Agreement and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land described in **Exhibit I** (the "Landowner Parcel") which is within the Spiritas Ranch Public Improvement District (the "District") in the Town, and

WHEREAS, the Town Council has adopted an assessment ordinance for the Authorized Improvements (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Service and Assessment Plan included as an **Exhibit A** to the Assessment Ordinance (the "Service and Assessment Plan") and which is incorporated herein for all purposes, and has levied an assessment on each Assessed Parcel in the District (as identified in the Service and Assessment Plan) that will be pledged for the payment of certain infrastructure improvements and to pay the costs of constructing the Authorized Improvements that will benefit the Assessed Property (as defined in the Service and Assessment Plan); and

WHEREAS, the Covenants, Conditions and Restrictions attached to this Agreement as **Exhibit II** and which are incorporated herein for all purposes, include the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the "PID Act"), to the purchaser.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the Town and the Landowner hereby contract, covenant and agree as follows:

DEFINITIONS; APPROVAL OF AGREEMENTS

Definitions. Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan.

Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the Town Council.

I. AGREEMENTS OF LANDOWNER

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel which are located within the District, all as shown on **Exhibit I**, and the location and development of the Authorized Improvements on the Landowner Parcel and on the property within the District;

(ii) the determinations and findings as to the benefits by the Town Council in the Service and Assessment Plan and the Assessment Ordinance;

(iii) the Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) each Assessment levied by the PID on the Landowner's Parcel within the District, as shown on the assessment roll attached as Appendix __ to the Service and Assessment Plan (the "Assessment Roll");

(ii) the Authorized Improvements specially benefit the District, and the Landowner's Parcel, in an amount in excess of the Assessment levied on the Landowner's Parcel within the District, as such Assessment is shown on the Assessment Roll;

(iii) each Assessment is final, conclusive and binding upon Landowner and any subsequent owner of the Landowner's Parcel, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Assessment levied on the Landowner's Parcel owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;

(v) each Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Landowner's Parcel, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Landowner's Parcel regardless of whether such owner is named;

(vi) the Assessment lien on the Landowner's Parcel is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the Assessment is paid and may be enforced by the governing body of the Town in the same manner that an ad valorem tax lien against real property may be enforced by the Town;

(vii) delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) the owner of a Landowner's Parcel may pay at any time the entire Assessment, with interest that has accrued on the Assessment, on any parcel in the Landowner's Parcel;

(ix) the Annual Installments of the Assessments (as defined in the Service and Assessment Plan and Assessment Roll) may be adjusted, decreased and extended; and, the assessed parties shall be obligated to pay their respective revised amounts of the annual installments, when due, and without the necessity of further action, assessments or reassessments by the Town, the same as though they were expressly set forth herein; and

(x) Landowner has received, or hereby waives, all notices required to be provided to it under Texas law, including the PID Act, prior to the Effective Date (defined herein).

C. Mandatory Prepayment of Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay an Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the Town and as provided in the Service and Assessment Plan, as amended or updated.

D. Notice of Assessments. Landowner further agrees as follows:

(i) the Covenants, Conditions and Restrictions attached hereto as Exhibit II shall be terms, conditions and provisions running with the Landowner's Parcel and shall be recorded (the contents of which shall be consistent with the Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the Town), in the records of the County Clerk of Denton County, as a lien and encumbrance against such Landowner's Parcel, and Landowner hereby authorizes the Town to so record such documents against the Landowner's Parcel owned by Landowner;

(ii) reference to the Covenants, Conditions and Restrictions attached hereto as Exhibit II shall be included on all recordable subdivision plats and such plats shall be recorded in the real property records of Denton County, Texas;

(iii) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, shall continue to be bound by all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such Landowner's Parcel subject to all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions; and

(iv) Landowner shall comply with, and shall contractually obligate (and promptly provide written evidence of such contractual provisions to the Town) any party who purchases any Landowner's Parcel owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with, the Homebuyer Education Program described on Exhibit III to this Agreement. Such compliance obligation shall terminate as to each Lot (as defined in the Service and Assessment Plan) if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the Town, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "Builder") but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon the Landowner's request and the Town's consent, in the Town's sole and absolute discretion, the Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as Exhibit II.

II. OWNERSHIP AND CONSTRUCTION OF AUTHORIZED IMPROVEMENTS

A. Ownership and Transfer of Authorized Improvements. Landowner acknowledges that all of the Authorized Improvements and the land (or easements, as applicable) needed therefor shall be owned by the Town as constructed and/or conveyed to the Town and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.

B. Grant of Easement and License, Construction of Authorized Improvements.

(i) Any subsequent owner of the Landowner's Parcel shall, upon the request of the Town or Landowner, grant and convey to the Town or Landowner and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Authorized Improvements on the property within the District, to stage on the property within the District construction trailers, building materials and equipment to be used in connection with such construction of the Authorized Improvements and for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Authorized Improvements. Any subsequent owner of the Landowner's Parcel may require that each contractor constructing the Authorized Improvements cause such owner of the Landowner's Parcel to be indemnified and/or

named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner's Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Authorized Improvements is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Denton County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by the Improvement Agreement, or other agreement, with respect to the Assessment has been satisfied, and that Landowner shall not have any rights or remedies against the Town under the Improvement Agreement, or under any law or principles of equity concerning the Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the Town's levy and collection of the Assessments.

III. COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the Town as follows:

(i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the Town and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the Denton County, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel owned by Landowner is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Assessments, or (iii) the construction of the Authorized Improvements on those portions of the property within the District which are to be owned by the Town, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning Authorized Improvements. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the Town and its successors, assigns and agents, pertaining to the installation of the Authorized Improvements.

C. Notices.

Any notice or other communication to be given to the Town or Landowner under this Agreement shall be given by delivering the same in writing to:

To the Town: Town of Little Elm, Texas
Attn: Matt Mueller
100 W. Eldorado Parkway
Little Elm, Texas 75068

With a copy to: Brown and Hofmeister, LLP
Attn: Robert Brown
740 E. Campbell Road, Suite 800
Richardson, Texas 75081

To the Landowner: _____
Attn: _____

With a copy to: _____
Attn: _____

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient as the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the Town and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties expressly agree and acknowledge that the Town, the Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of or trustee for any bonds secured by PID Assessment revenues of the Town or any part thereof to finance the costs of the Authorized Improvements, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Denton County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the Town and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Denton County, Texas.

F. Effective Date.

This Agreement shall become and be effective (the "Effective Date") upon the date of final execution by the latter of the Town and the Landowner and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within 10 days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to the Landowner's Parcel, and whether any party is then in default hereunder.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Landowner's Parcel upon payment in full of the Assessment(s) against such Landowner's Parcel.

[Signature pages to follow]

EXECUTED by the Town and Landowner on the respective dates stated below.

Date: _____

TOWN OF LITTLE ELM, TEXAS

By: _____
Mayor

[Signature Page Landowner Agreement]

[LANDOWNER SIGNATURE BLOCK]

By: _____
Name: _____
Its: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____, 20____,
by _____, as _____ of _____, a
_____, on behalf of said entity.

Notary Public, State of _____

[Signature Page Landowner Agreement]

LANDOWNER AGREEMENT - EXHIBIT I
METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

LANDOWNER AGREEMENT - EXHIBIT II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this "Declaration") is made as of _____ by _____ a Texas _____ (the "Landowner").

RECITALS:

- A. The Landowner holds record title to that portion of the real property located in Denton County, Texas, which is described in the attached **Exhibit I** (the "Landowner's Parcel").
- B. The Town Council of the Town of Little Elm (the "Town Council") upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the Spiritas Ranch Public Improvement District (the "District") by the then current owners of 100% of the appraised value of the taxable real property and 100% of the area of all taxable real property within the area requested to be included in the District created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act").
- C. The Town Council has adopted an assessment ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (as amended from time to time, the "Service and Assessment Plan"), and has levied the assessments (as amended from time to time, the "Assessments") on property in the District.
- D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into these Covenants, Conditions and Restrictions.

DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner's Parcel is and shall be subject to, and hereby imposes on the Landowner's Parcel, the following covenants, conditions and restrictions:

1. Acceptance and Approval of Assessments and Lien on Property:

- (a) Landowner accepts each Assessment levied on the Landowner's Parcel owned by such Landowner.
- (b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney's fees, if incurred) is (a) a first and prior lien (the "Assessment Lien") against the property assessed, superior to all other liens or claims except for

liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid and may be enforced by the Town in the same manner as an ad valorem property tax levied against real property that may be enforced by the Town. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within the District will not extinguish the Assessment or any unpaid but not yet due annual installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due annual installments of the Assessment.

It is the clear intention of all parties to these Declarations of Covenants, Conditions and Restrictions, that the Assessments, including any annual installments of the Assessments (as such annual installments may be adjusted, decreased or extended), are covenants that run with the Landowner's Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any annual installment of the Assessment, the Town is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

2. Landowner or any subsequent owner of the Landowner's Parcel waives:

- (a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;
- (b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the Town Council concerning the Assessments;
- (c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Assessment Ordinance by the Town Council;
- (d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the Town's finding of a 'special benefit' pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and
- (e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the Town Council's levy of the Assessments.

3. **Amendments:** This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and the Town. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the real Property Records of Denton County, Texas.
4. **Third Party Beneficiary:** The Town is a third party beneficiary to this Declaration and may enforce the terms hereof.
5. **Notice to Subsequent Purchasers:** Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice that reads substantially similar to the following:

**TEXAS PROPERTY CODE SECTION 5.014
NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT
ASSESSMENT TO THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS
CONCERNING THE PROPERTY AT [Street Address]**

As the purchaser of this parcel of real property, you are obligated to pay an assessment to the Town of Little Elm, Texas, for improvement projects undertaken by a public improvement district under Chapter 372 of the Texas Local Government Code, as amended. The assessment may be due in periodic installments.

The amount of the assessment against your property may be paid in full at any time together with interest to the date of payment. If you do not pay the assessment in full, it will be due and payable in annual installments (including interest and collection costs). More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the Town of Little Elm, 100 W. Eldorado Parkway, Little Elm, Texas 75068

Your failure to pay the assessment or the annual installments could result in a lien and in the foreclosure of your property.

Signature of Purchaser(s) _____ Date: _____

The seller shall deliver this notice to the purchaser before the effective date of an executory contract binding the purchaser to purchase the property. The notice may be given separately, as part of the contract during negotiations, or as part of any other notice the seller delivers to the purchaser. If the notice is included as part of the executory contract or another notice, the title of the notice prescribed by this section, the references to the street address and date in the notice, and the purchaser's signature on the notice may be omitted.

[Signature Page to Follow]

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

LANDOWNER

a Texas _____,

By: _____

its manager

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 20____, by
_____ in his capacity as _____ of _____,
known to be the person whose name is subscribed to the foregoing instrument, and that he executed
the same on behalf of and as the _____ of _____.

Notary Public, State of Texas

My Commission Expires:

LANDOWNER AGREEMENT - EXHIBIT III

HOMEBUYER EDUCATION PROGRAM

As used in this Exhibit III, the recorded Notice of the Authorization and Establishment of the Public Improvement District and the Covenants, Conditions and Restrictions in Exhibit II of this Agreement are referred to as the "Recorded Notices."

1. Any Landowner who is a Builder shall attach the Recorded Notices and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30 year payment for such Assessed Parcel) as an addendum to any residential homebuyer's contract.
2. Any Landowner who is a Builder shall provide evidence of compliance with 1 above, signed by such residential homebuyer, to the Town.
3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.
4. If prepared and provided by the Town, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

Exhibit J
CERTIFICATION FOR PAYMENT FORM

The undersigned is an agent for _____, LLC (the "Developer") and requests payment from the _____ of the Project Fund (as defined in the Indenture) from the Town of Little Elm, Texas (the "Town") or Trustee (as defined in the Indenture) in the amount of \$ _____ for costs incurred in the establishment, administration, and operation of the _____ Public Improvement District (the "District") and for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Authorized Improvements related to the District. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture.

In connection to the above referenced payment, the Developer represents and warrants to the Town as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this payment request form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced Authorized Improvement(s) has not been the subject of any prior payment request submitted for the same work to the Town or, if previously requested, no disbursement was made with respect thereto.
3. The amount listed for the Authorized Improvement(s) below is a true and accurate representation of the Actual Costs associated with the creation, acquisition, or construction of said Authorized Improvement(s); and such costs: (i) are in compliance with the Bond Indenture; and (ii) are consistent with the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Bond Indenture for the payment hereby requested have been satisfied.
6. The work with respect to the Authorized Improvement(s) referenced below (or their completed segment, section or portion thereof) has been completed and the Town may begin inspection of the Authorized Improvement(s).
7. The Developer agrees to cooperate with the Town in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the Town to complete said review.

Payments requested are as follows:

- a. X amount to Person or Account Y for Z goods or services.
- b. Etc.

As required by the Indenture, the Actual Costs for the Authorized Improvement(s) shall be paid as follows:

Authorized Improvement:	Amount to be paid from the Project Fund	Total Cost of Authorized Improvement

Attached hereto, are receipts, purchase orders, Change Orders, and similar instruments which support and validate the above requested payments.

Pursuant to the _____ Development Agreement, after receiving this payment request, the Town is authorized to inspect the Authorized Improvement (or completed, section or portion thereof segment) and confirm that said work has been completed in accordance with all applicable governmental laws, rules, and Plans.

I hereby declare that the above representations and warranties are true and correct.

_____, LLC,

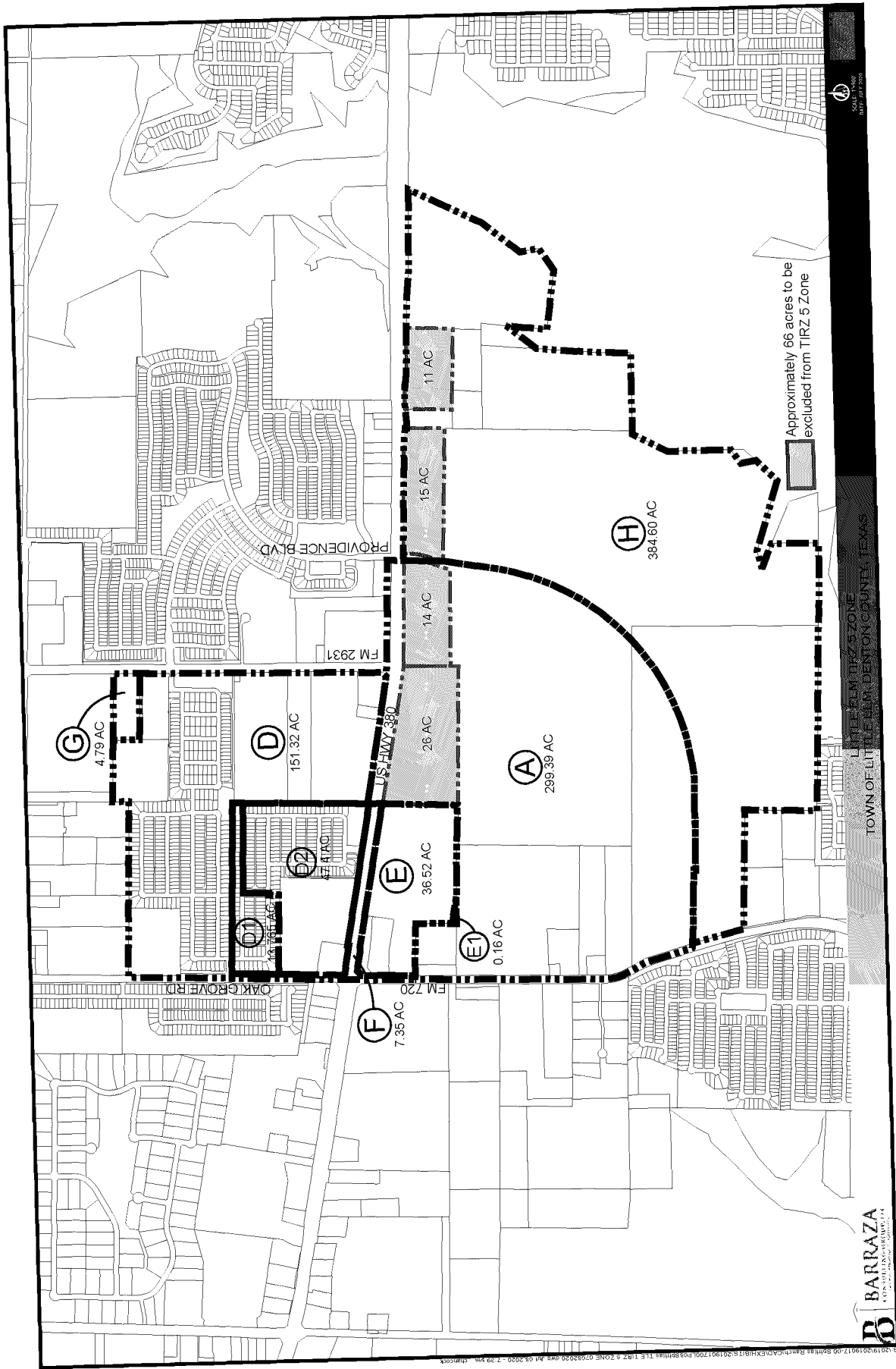
APPROVAL OF REQUEST BY TOWN

The undersigned is in receipt of the attached Certification for Payment. After reviewing the Certification for Payment, the Certification for Payment is approved and the Trustee is directed to disburse the requested payments from the _____ Account of the Project Fund, in accordance with the Certification for Payment. The Town's approval of the Certification for Payment shall not have the effect of estopping or preventing the undersigned from asserting claims under the Indenture, the Service and Assessment Plan, any other agreement between the parties or that there is a defect in the Authorized Improvement.

TOWN OF LITTLE ELM, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

Exhibit K
PROPERTY TO BE EXCLUDED FROM THE TIRZ



Recorded Spiritas Agreement

Enhanced Copy for readability followed

SPIRITAS RANCH DEVELOPMENT AGREEMENT

This Spiritas Ranch Development Agreement (this “Agreement”) is entered into between the **TOWN OF LITTLE ELM, TEXAS**, (the “Town”), and **MM LITTLE ELM 548, LLC**, a Texas limited liability company, (the “Developer”) to be effective on the Effective Date.

SECTION 1 **RECITALS**

WHEREAS, certain terms used in these recitals are defined in Section 2; and

WHEREAS, the Developer and the Town are sometimes collectively referenced in this Agreement as (the “Parties,”) or, each individually, as (the “Party”); and

WHEREAS, the Town is a home rule municipality of the State of Texas located within Denton County (the “County”); and

WHEREAS, the Developer owns and intends to develop approximately 544.132 acres of real property, which property is described by metes and bounds in **Exhibit A** and depicted on **Exhibit B** (“Property”) and located in the County; and

WHEREAS, the Property is located partially within the extraterritorial jurisdiction (“ETJ”) of the Town and partially within the corporate limits of the Town and not within the ETJ or corporate limit of any other municipality; and

WHEREAS, the Developer and the Town desire to have the ETJ Property (excluding approximately 1 to 3.6 acres) annexed into the Town’s corporate boundaries and provide the Town with greater regulatory powers and controls over the development of the ETJ Property annexed into the Town as set forth in this Agreement; and

WHEREAS, the Property will consist of approximately 2135 single-family homes; and

WHEREAS, the Developer plans to develop the Property consisting of residential uses upon the execution of this Agreement and purchase of the Property, and subsequent issuance of PID Bonds for the payment of certain costs for the construction and acquisition of certain public improvements and certain other associated costs to benefit the Property, and for the repayment to Developer for any costs advanced for the construction and acquisition of certain public improvements to benefit the Property as set forth in this Agreement; and

WHEREAS, the Developer desires and intends to design, construct and install and/or make financial contributions to certain on-site and/or off-site public improvements to serve the development of the Property (“Authorized Improvements”), which Authorized Improvements are generally identified in **Exhibit C** and will be the same as those described in the Service and Assessment Plan; and

WHEREAS, the Developer shall convey or cause the conveyance of a three acre site within the Property to the Town for the purpose of having a fire station constructed on the site, necessary to serve the Property; and

WHEREAS, the Developer intends for the design, construction and installation of the Authorized Improvements to occur in a phased manner and to dedicate or cause the dedication of such Authorized Improvements to the Town, for use and maintenance, subject to approval of the plans and inspection of the Authorized Improvements in accordance with this Agreement and the Town Regulations, as hereinafter defined, and contingent upon the partial or total financing of such Authorized Improvements; and

WHEREAS, the Developer and the Town estimate that the cost of the Authorized Improvements that the Developer shall be reimbursed for will be \$65,000,000.00 and is the maximum amount that will be financed and reimbursed to the Developer; and

WHEREAS, to accomplish the high quality development of the Property envisioned by the Parties and to provide financing for the Authorized Improvements, the Town has determined it is necessary for the Town to create a public improvement district ("PID") pursuant to Chapter 372, Texas Local Government Code, as amended ("PID Act"); and

WHEREAS, in consideration of the Developer's agreements contained herein, the Town shall exercise its powers under the PID Act, to provide alternative financing arrangements that will enable the Developer to do the following in accordance with the procedures and requirements of the PID Act and this Agreement: (a) fund or be reimbursed for a specified portion of the costs of the Authorized Improvements using the proceeds of PID Bonds or obtain reimbursement for the specified portion of the costs of the Authorized Improvements but not to exceed \$65,000,000.00, the source of which reimbursement will be installment payments from Assessments within the Property or the issuance of PID Bonds; and

WHEREAS, the Town, subject to the consent and approval of the Town Council, and in accordance with the terms of this Agreement and all legal requirements, intends to: (i) adopt a Service and Assessment Plan; (ii) adopt an Assessment Ordinance (to pay for a specified portion of the estimated cost of the Authorized Improvements shown on Exhibit C and the costs associated with the administration of the PID and issuance of the PID Bonds; and (iii) issue PID Bonds for the purpose of financing a specified portion of the costs of the Authorized Improvements and related costs (including Administrative Expenses) and paying issuance costs and the cost of funding all reserves, accounts, and funds required by the applicable Bond Ordinance (including a capitalized interest account, a debt service reserve fund, and the project fund); and

WHEREAS, the Town, in its sole legislative discretion, may issue PID Bonds periodically up to a maximum of \$65,000,000.00, in multiple series, to finance a specified portion of the costs of the Authorized Improvements and related costs (including Administrative Expenses) and paying issuance costs and the cost of funding all reserves, accounts, and funds required by the applicable Bond Ordinance (including a capitalized interest account, a debt service reserve fund, and the project fund); and

WHEREAS, prior to the sale of the first PID Bond issue: (a) the Town Council shall have approved and adopted the PID Resolution, a Service and Assessment Plan and an Assessment Ordinance (collectively, the "PID Documents"); (b) the Town shall have reviewed and approved the Home Buyer Disclosure Program; (c) owners of the Property constituting all of the acreage in the PID shall have executed a Landowner Agreement (as defined in Section 2, herein); and (d) the

Developer shall have delivered a fully executed copy of the Landowner Agreement(s) to the Town; and

WHEREAS, the Parties agree that the Authorized Improvements are also improvements that qualify as projects under the TIF Act, as amended; and

WHEREAS, the Property is located within the TIRZ; and

WHEREAS, prior to the authorization of the first issuance of PID Bonds, the Town Council intends to amend the TIRZ Ordinance and the TIRZ Project and Finance Plan as detailed in Section 4 of this Agreement; and

WHEREAS, the Developer understands and acknowledges that the obligations undertaken under this Agreement are primarily for the benefit of the Property; and

WHEREAS, the Developer understands and acknowledges that acceptance of this Agreement is not an exaction or a concession demanded by the Town, but rather is an undertaking of the Developer's voluntary design to ensure consistency, quality, and adequate infrastructure that will benefit the Developer's development of the Property and the Property itself; and

WHEREAS, it is the intent of the Parties that the Property will be developed pursuant to an agreed upon concept plan ("Concept Plan"), which Concept Plan is attached hereto as **Exhibit D**, and the development standards set forth in certain proposed planned development zoning standards ("Development Standards"), which Development Standards are attached hereto as **Exhibit E**; and

WHEREAS, the Parties agree that the standard review period (the "Standard Review Period") for inspections shall be two (2) business days and the Standard Review Period for plan review shall be ten (10) days; and

WHEREAS, immediately following annexation of the ETJ Property (excluding approximately 1 to 3.6 acres), the Town intends to consider zoning the Property as a planned development district in accordance with this Agreement; and

WHEREAS, as a portion of the Property is within the Town's ETJ on the Effective Date, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code; and

WHEREAS, the Parties intend that this Agreement is a development agreement as provided for by state law in Section 212.171 *et seq* of the Texas Local Government Code; and

WHEREAS, this Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code and as allowed pursuant to Section 212.172(g) of the Texas Local Government Code; and

WHEREAS, the Town recognizes the positive impact that the construction and installation of the Authorized Improvements for the PID will bring to the Town and will promote state and local economic development; to stimulate business and commercial activity in the municipality; for the

development and diversification of the economy of the state; development and expansion of commerce in the state; and elimination of employment or underemployment in the state; and

WHEREAS, the Town recognizes that financing of the Authorized Improvements confers a special benefit to the Property within the PID.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION 2 **DEFINITIONS**

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Administrative Expenses shall include, without limitation, expenses incurred by the Town in the establishment, administration, and operation of the PID.

Agreement means this Spiritas Ranch Development Agreement.

Amenity Center. A public facility serving the public and the property utilized for sports and recreation activities.

Assessment means a special assessment levied by the Town within the PID pursuant to Chapter 372, Texas Local Government Code, pursuant to an Assessment Ordinance, to pay for a specific portion of the Budgeted Cost, which shall be Authorized Improvement Costs.

Assessment Ordinance means an ordinance adopted by the Town Council which levies assessments on the Property in accordance with the PID Act to pay for a specified portion of the costs of certain Authorized Improvements and interest thereon set forth in the Service and Assessment Plan as well as the costs associated with the issuance of the PID Bonds that provide a special benefit to the Property.

Assessment Roll(s) means an Assessment Roll(s) attached to the Service and Assessment Plan or any other Assessment Roll in an amendment or supplement to the Service and Assessment Plan or in an annual updated to the Service and Assessment Plan, showing the total amount of the Assessment against each parcel assessed under the Service and Assessment Plan related to the Authorized Improvements.

Authorized Improvements means water, sewer, drainage, and roadway infrastructure and facilities needed to serve and fully develop the Property and to be constructed by the Developer or by or on behalf of the Town, including but not limited to the improvements listed in **Exhibit C**.

Authorized Improvement Costs means the design, engineering, construction, and inspection costs of the Authorized Improvements.

Bond Ordinance means and refers to an ordinance adopted by the Town Council that authorizes and approves the issuance and sale of the PID Bonds by the Town.

Budgeted Cost with respect to any given Authorized Improvement means the estimated cost of such improvement as set forth in **Exhibit C**.

Certification for Payment Form means a certificate which shall be submitted to the Town no more frequently than monthly, with all paid invoices, bills, and receipts for work completed on any of the Authorized Improvements, in the form of **Exhibit J** attached hereto.

Chapter 380 means Chapter 380 of the Texas Local Government Code, as amended.

Cost Underruns means actual Authorized Improvement Costs that are less than the Budgeted Costs set forth in the SAP.

Developer means the entity, MM Little Elm 548, LLC, a Texas limited liability company and its successors and assigns, responsible for developing the Property in accordance with this Agreement.

Development means the new development on the Property that is the subject of this Agreement.

Effective Date means the effective date of this Agreement, which shall be the date upon which all parties have fully executed this Agreement.

ETJ Property means the real property described by metes and bounds in **Exhibit A-1** and depicted on **Exhibit B-1**.

Eminent Domain Fees shall have the meaning assigned in Section 14.7 hereof.

End Buyer means any Developer, developer homebuilder, tenant, user, or owner of a Fully Developed and Improved Lot.

Fully Developed and Improved Lot means any lot in the Property, regardless of proposed use, intended to be served by the Authorized Improvements and for which a final plat has been approved by the Town and recorded in the Real Property Records of Denton County, Texas.

HOA means a homeowner's association governing the Property.

Home Buyer Disclosure Program means the disclosure program, administered by the PID Administrator as set forth in a document in the form of **Exhibit H** that establishes a mechanism to disclose to each End Buyer the terms and conditions under which their lot is burdened by the PID.

Improvement Account of the Project Fund means the construction fund account created under the Indenture used to pay for portions of the Authorized Improvements as provided for in the Service and Assessment Plan.

Indenture means a trust indenture by and between the Town and a trustee bank under which PID Bonds are secured and funds disbursed.

Landowner(s) means the Developer and additional owners of the Property.

Landowner Agreement means the agreement, as set forth in a document in the form of **Exhibit I**, of an owner of the Property consenting to the form and terms of the PID Documents.

Mayor means the Mayor of the Town of Little Elm, Texas.

Municipal Utility District means Denton County Municipal Utility District Number 8.

Mustang SUD means the Mustang Special Utility District.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

PID means a public improvement district created by the Town for the benefit of the Property pursuant to Chapter 372, Texas Local Government Code, to be known as the Spiritas Ranch Public Improvement District.

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

PID Administrator means a company, entity, employee, or designee of the Town, who is experienced in public improvement districts and assessment administration and who shall have the responsibilities provided in the Service and Assessment Plan, or any other agreement or document approved by the Town, related to the duties and responsibilities for the administration of the PID.

PID Bonds means assessment revenue bonds issued by the Town and secured by Assessments on property within the PID.

PID Resolution means the resolution and improvement order adopted by the Council creating the PID pursuant to Section 372.010 of the PID Act and approving the advisability of the Authorized Improvements.

Project means a commercial development and residential community including open space, and other public and private amenities that will benefit and serve the present and future citizens of the Town as contemplated by this Agreement.

Property means the real property described by metes and bounds in **Exhibit A** and depicted on **Exhibit B**.

Public Infrastructure means all water, sewer, drainage and roadway infrastructure necessary to serve the full development of the Property.

Real Property Records of Denton County means the official land recordings of the Denton County Clerk's Office.

Service and Assessment Plan or SAP means the PID Service and Assessment Plan adopted by the Town Council, and amended annually, if needed, by the Town Council pursuant to the PID Act for the purpose of assessing allocated costs against property located within the boundaries of the PID having terms, provisions and findings approved by the Town, as required by this Agreement.

TIF Act means Chapter 311 of the Texas Tax Code, as amended.

TIRZ means Reinvestment Zone Number Five, Town of Little Elm, Texas.

TIRZ Documents means the TIRZ project and finance plan, the TIRZ Ordinance, and this Agreement.

TIRZ Fund(s) means the fund(s) set up by the Town in order to receive the TIRZ funds in accordance with this Agreement, the TIRZ Documents and state law.

TIRZ Ordinance means the Town Ordinance adopted by the Town Council establishing the TIRZ pursuant to Chapter 311, Texas Tax Code, and any subsequent ordinances effectuating amendments thereto.

TIRZ Project and Finance Plan means the project and finance plan for the TIRZ, as amended from time to time.

Town means the Town of Little Elm, a general law municipality located in Denton County, Texas.

Town Manager means the current or acting Town Manager or a person designated to act on behalf of that individual if the designation is in writing and signed by the current or acting Town Manager.

Town Code means the Code of Ordinances, Town of Little Elm, Texas.

Town Council means the Town Council of the Town.

Town Regulations mean collectively, (i) the Town Code provisions, ordinances, design standards, and other policies duly adopted by the Town and in effect on the Effective Date of this Agreement and as may be amended, and (ii) the Town's uniform and international building and construction codes in effect on the Effective Date of this Agreement and as may be amended.

SECTION 3 **PUBLIC IMPROVEMENT DISTRICT**

3.1 Creation and Levy of Assessments. The Town shall use its best efforts to initiate and approve all necessary documents and ordinances required to effectuate this Agreement, to create the PID, to levy the Assessments, and to prepare and approve the Service and Assessment Plan providing for the levy of the Assessments on the Property within the PID. Promptly following preparation and approval of a preliminary Service and Assessment Plan acceptable to the Developer and the Town and subject to the Town Council making findings that the Authorized Improvements confer a special benefit on the Property, the Town Council shall consider an Assessment Ordinance. The Developer shall develop the Property consistent with the terms of this Agreement. Nothing contained in this Agreement, however, shall be construed as creating a contractual obligation that controls, waives, or supplants the Town Council's legislative discretion or functions.

3.2 Assessment. The tax equivalent assessment rate for each assessment levy shall not be less than \$0.71 per \$100 taxable assessed valuation, without prior, written consent of the

Developer. This aggregate levy of Assessments for all phases of Development shall provide a minimum of \$36,000,000.00 of net funds for paying and/or reimbursing the Developer for costs of the Authorized Improvements.

3.3 Acceptance of Assessments and Recordation of Covenants Running with the Land. Concurrently with the levy of the Assessments, the Developer shall approve and accept in writing the levy of the Assessment(s) on all land owned by the Developer and shall approve and accept in writing the Home Buyer Disclosure Program and shall cause to be recorded against the Property covenants running with the land that will bind any and all current and successor developers and owners of the Property to: (i) pay the Assessments, with applicable interest and penalties thereon, as and when due and payable hereunder and that the purchasers of such land take their title subject to and expressly assume the terms and provisions of such assessments and the liens created thereby; and (ii) comply with the Home Buyer Disclosure Program.

SECTION 4 **TIRZ #5**

4.1 Tax Increment Reinvestment Zone Number 5. The Town shall exercise its powers under the TIF Act to revise the TIRZ Ordinance, TIRZ Project and Finance Plan, and any applicable TIRZ agreement, which revisions shall include (i) removing approximately 66 acres, as shown on Exhibit K, from the TIRZ, (ii) extending the term of the TIRZ to fiscal year 2060, and (iii) dedicating fifty percent (50%) of the Town's tax increment attributable to the TIRZ, based on the Town's tax rate each year, which funds generated from the Property shall be used to reimburse the Developer in the form of Chapter 380 grants for costs of public improvements in accordance with the TIRZ Project and Finance Plan.

4.2 TIRZ Priority. In accordance with the revised TIRZ Project and Finance Plan, the TIRZ Fund shall pay for the costs of capital improvements that are Authorized Improvements and qualify as projects under the TIF Act until fiscal year 2060 or until the amount of all funds collected as the TIRZ increment placed into the TIRZ Fund has an aggregate total of \$184,000,000, whichever comes first.

4.3 TIRZ Fund. In accordance with the TIRZ Project and Finance Plan, the Town's collected revenue from its tax increment obtained from the Property in each phase shall be placed into a TIRZ Fund, a separate fund which has been created by the Town. It is anticipated that the monies in the TIRZ Fund shall be distributed in accordance with each TIRZ Project and Finance Plan to reimburse the Developer in the form of Chapter 380 grants for costs of public improvements in accordance with the TIRZ Project and Finance Plan.

SECTION 5 **MUNICIPAL UTILITY DISTRICT**

The Developer shall have the obligation to ensure that the ETJ Property (excluding approximately 1 to 3.6 acres of real property which shall remain in the Municipal Utility District) shall be disannexed from the Municipal Utility District as soon as practical after the execution of this Agreement and before such portion of the ETJ Property is annexed into the Town limits.

SECTION 6

AUTHORIZED IMPROVEMENTS

6.1 Authorized Improvements. The Budgeted Costs, including the Authorized Improvements, are subject to change and shall be updated by the Town consistent with the Service and Assessment Plan, as may be updated and amended, and the PID Act, and shall be included on each approved final plat(s) for the Property as each final plat for each phase of the Property is approved by the Town Council. The Developer shall include an updated **Exhibit C** with each final plat application which shall be submitted to the Town Council for consideration and approval concurrently with the submission of each final plat. Upon approval by the Town Council of an updated **Exhibit C**, this Agreement shall be deemed amended to include such approved updated **Exhibit C**. The Authorized Improvement Costs and the timetable for installation of the Authorized Improvements will be reviewed annually by the Parties in an annual update of the Service and Assessment Plan adopted and approved by the Town.

6.2 Construction, Ownership, and Transfer of Authorized Improvements.

(a) Construction Plans. The Developer shall prepare, or cause to be prepared, plans and specifications for each of the Authorized Improvements and have them submitted to the Town (and Mustang SUD in the case of water and wastewater improvements) for approval in accordance with the Town Regulations.

(b) Contract Award. The contracts for construction of Authorized Improvements shall be let in the name of the Developer. The Developer's engineers shall prepare, or cause the preparation of, and provide contract specifications and necessary related documents for the Authorized Improvements. The Developer shall administer all contracts. The Budgeted Costs, which are estimated on **Exhibit C**, shall be paid by the Developer or caused to be paid by the Developer, or the Developer's assignee, and reimbursed from the proceeds of the PID Bonds in accordance with the Indenture, or reimbursed by the collected Assessments levied pursuant to the terms of any reimbursement agreement. Until such Budgeted Costs are paid in full by the Town pursuant to the terms of this Agreement, the Indenture, or any reimbursement agreement, unpaid monies owed by the Town under any reimbursement agreement, or the Indenture shall bear interest as described therein.

(c) Construction Standards and Inspection. The Authorized Improvements and all other Public Infrastructure required for the development of the Property shall be constructed and inspected in accordance with applicable state law, Town Regulations and other development requirements, including those imposed by the Town and any other governing body or entity with jurisdiction over the Authorized Improvements (specifically Mustang SUD in the case of water and wastewater improvements). All applicable fees, including permit fees and inspection fees, shall be paid by Developer.

(d) Competitive Bidding. This Agreement and construction of the Authorized Improvements are anticipated to be exempt from competitive bidding pursuant to Texas Local Government Code Section 252.022(a)(9) and 252.022(a)(11) based upon current cost estimates. In the event that the actual costs for the Authorized Improvements do not meet the parameters for

exemption from the competitive bid requirement, then either competitive bidding or alternative delivery methods may be utilized by the Town as allowed by law.

(e) Ownership. All of the Authorized Improvements shall be owned by the Town or Mustang SUD, where applicable, upon acceptance of them by the Town or Mustang SUD. The Developer agrees to take any action reasonably required by the Town to transfer or otherwise dedicate or ensure the dedication of easements and facilities for the Authorized Improvements to the Town and the public, and where applicable Mustang SUD.

6.3 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the Authorized Improvements or any portion thereof, the Town or Mustang SUD, as applicable, shall maintain and operate the Authorized Improvements.

(b) The HOA shall maintain and operate the open spaces, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, retaining walls, ponds, entry features, and any other common improvements or appurtenances not maintained and operated by the Town, provided that all Authorized Improvements maintained by the HOA shall be public improvements.

6.4 Administration of Construction of Public Infrastructure. The Parties agree that the Developer will be responsible to construct the on-site and off-site storm, roadway, water and sewer infrastructure for the Property necessary to serve the Development and as listed in Exhibit C.

6.5 Water and Wastewater Service. Mustang SUD holds the certificates of convenience and necessity to provide retail water and sewer service to the Property. The Property will be served by Mustang SUD.

SECTION 7 **PAYMENT OF AUTHORIZED IMPROVEMENTS**

7.1 Improvement Account of the Project Fund. On the date of issuance of any PID Bonds by the Town, the Town shall establish the Improvement Account of the Project Fund in accordance with the applicable Indenture. Any Improvement Account of the Project Fund shall be maintained as provided in the Indenture and shall not be commingled with any other funds of the Town. Any Improvement Account of the Project Fund shall be administered and controlled (including signatory authority) by the Town, or the trustee bank for the PID Bonds, and funds in the Improvement Account of the Project Fund shall be deposited and disbursed in accordance with the terms of the Indenture. In the event of any conflict between the terms of this Agreement and the terms of the Indenture relative to deposit and/or disbursement, the terms of the Indenture shall control.

7.2 Cost Overrun. If the total cost of an Authorized Improvement exceeds the total amount of the Budgeted Cost for that Authorized Improvement (the “Cost Overrun”), the Developer shall be solely responsible for the remainder of the costs of that Authorized Improvement, except as provided in Section 7.3 below.

7.3 Cost Underrun. If, upon the completion of construction of an Authorized Improvement (or segment or section thereof) and payment or reimbursement for such Authorized Improvement, there are Cost Underruns, any remaining Budgeted Cost(s) may be available to pay Cost Overruns on any other Authorized Improvement with the approval of the Town Manager and provided that all Authorized Improvements as set forth in the Service and Assessment Plan are undertaken at least in part. Prior to completion of all of the Authorized Improvements within an improvement category, as listed in the applicable SAP and the applicable PID phase, ten percent (10%) of funds available from an improvement category may be used as Cost Underruns and applied to another improvement category. If, upon completion of the Authorized Improvements in any improvement category, there are funds remaining in any improvement categories, those funds can then be used to reimburse the Developer for any qualifying costs of the Authorized Improvements that have not been previously paid.

7.4 Remainder of Funds in Improvement Account of the Project Fund. If funds remain in the Improvement Account of the Project Fund after the completion of all Authorized Improvements and the payment of all Authorized Improvements Costs as provided for in the Indenture, then such funds shall thereafter be the exclusive property of the Town and shall be used by the Town as provided for in the Service and Assessment Plan and the Indenture, or any other use applicable to the Property as provided by law.

7.5 Payment Process for Authorized Improvements.

(a) The Town shall authorize reimbursement of the Authorized Improvement Costs. The Developer shall submit a Certification for Payment Form to the Town (no more frequently than monthly) for Authorized Improvement Costs including a completed segment, section or portion of an Authorized Improvement, as approved by the Town. The Certification for Payment Form is set forth in **Exhibit J**, which may be modified by the Indenture or a reimbursement agreement, if applicable. The Town shall review the sufficiency of each Certification for Payment Form (each, a “Payment Certificate”) with respect to compliance with this Agreement, compliance with Town Regulations, and compliance with the SAP. The Town shall review each Payment Certificate within fifteen (15) business days of receipt thereof and upon approval, certify the Payment Certificate pursuant to the provisions of the Indenture or reimbursement agreement, if applicable, and payment shall be made to the Developer pursuant to the terms of the Indenture or reimbursement agreement, if applicable, provided that funds are available under the Indenture or reimbursement agreement. If a Payment Certificate is approved only in part, the Town shall specify the extent to which the Payment Certificate is approved and payment for such partially approved Payment Certificate shall be made to the Developer pursuant to the terms of the Indenture or reimbursement agreement, as applicable, provided that funds are available under the Indenture or reimbursement agreement.

(b) If the Town requires additional documentation, timely disapproves or questions the correctness or authenticity of the Payment Certificate, the Town shall deliver a detailed notice to the Developer within ten (10) business days of receipt thereof, then payment with respect to disputed portion(s) of the Payment Certificate shall not be made until the Developer and the Town have jointly settled such dispute or additional information has been provided to the Town’s reasonable satisfaction.

SECTION 8

PID FINANCING

8.1 **Town Bond Issuance.** Subject to Section 8.2 below, the Town intends to issue PID Bonds solely for the purposes of financing the costs of the Authorized Improvements and related costs (including Administrative Expenses) and paying issuance costs and the cost of funding all reserves, accounts, and funds required by the applicable Bond Ordinance (including a capitalized interest account, a debt service reserve fund, and the project fund). The Town and the Developer have determined and hereby agree that the estimated maximum aggregate principal amount of PID Bonds will be \$65,000,000 and the minimum aggregate principal amount of \$51,000,000, which shall be based on the amount requested by the Developer. The Town staff will, from time to time, submit to the Town Council agenda items to approve the issuance of PID Bonds by the Town. The Town may not issue PID Bonds for a subsequent phase of development until the parks, open space, and trails are completed for the previous phase of development, provided such parks, open space, and trails are required for the previous phase of development.

8.2 **Third-Party Financing.** Upon the request of the Developer, the Town shall provide its consent to third-party financing based upon the Developer's assignment of its right to receive monies under the terms of any reimbursement agreement related to the Authorized Improvements. The Town further agrees to take such additional actions and provide such additional documentation as the Developer may reasonably request to facilitate any such third-party financing, including providing acknowledgements, certifications, continuing disclosure agreements and materials, and written descriptions and explanations of the composition of any payments provided by the Town pursuant to any reimbursement agreement related to the Authorized Improvements (e.g. detail on which portions of a payment are Assessments, foreclosure proceeds, prepayments, etc.).

8.3 **Costs for Non-Bank Qualified Bonds.** The Developer agrees to pay the Town any additional costs the Town may incur if the issuance of the PID Bonds requires the Town's obligations supporting public improvements to be deemed not to qualify for the designation of "qualified tax exempt obligations" as a result of the issuance of the PID Bonds. The Town's Financial Advisor shall calculate such amount and the Town shall provide a written invoice to the Developer. The Developer shall pay such costs to the Town within thirty (30) days of the date of Town's invoice.

SECTION 9

ANNEXATION AND POST-ANNEXATION MATTERS

9.1 **Annexation.** This Agreement constitutes the consent of the Developer to the Town's full purpose annexation of the ETJ Property. The Developer shall submit a petition for voluntary annexation of the ETJ Property (excluding approximately 1 to 3.6 acres of real property to remain in the Municipal Utility District) to the Town in compliance with Chapter 43 of the Texas Local Government Code, as amended, within thirty days of the Effective Date of this Agreement. The Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the Town to annex such portion of the ETJ Property (which shall not include any property still located within the Municipal Utility District) into the Town's corporate limits and the Parties agree that the annexation of such portion of the ETJ Property shall occur

after the Town issues PID Bonds or approves a reimbursement agreement for reimbursing the Developer for the costs of the Authorized Improvements, and as soon as reasonably practicable after the execution of this Agreement, in accordance with statutory requirements.

9.2 Zoning of Property. While the Parties expressly acknowledge that the ETJ Property (excluding approximately 1 to 3.6 acres of real property to remain in the Municipal Utility District) will be voluntarily annexed in accordance with Section 9.1 of this Agreement, the Parties agree that the Concept Plan, the Development Standards, and the applicable provisions of this Agreement memorialize the plan for development of the portion of the ETJ Property annexed into the Town as provided for in Section 212.172 of the Texas Local Government Code. The Town shall consider zoning the Property as a planned development district consistent with the Development Standards, Concept Plan, and applicable provisions of this Agreement contemporaneously with annexation of such portion of the ETJ Property. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this Section. Nothing in this Section is intended to constitute a delegation or contracting away of the governmental authority of the Town to zone, or to determine appropriate zoning, and the Town reserves the right, at all times, to control the zoning process for all property that is to be zoned as a planned development district.

9.3 Compliance with Town Regulations.

(a) When not in conflict with the terms and conditions of this Agreement, including the Development Standards, development of the Property shall be subject to all applicable Town Regulations.

(b) When not in conflict with the Development Standards and the Concept Plan, all buildings and improvements constructed within the Property shall comply with all Town Regulations, and applications for building permits and construction plans shall be submitted to the Town for review and approval prior to the commencement of construction of such structures. The Town shall be solely responsible for issuing building permits and certificates of occupancy for all structures.

9.4 Phasing. The Parties acknowledge that the Property may be developed in phases as generally shown for illustrative purposes only on **Exhibit D-3** attached to this Agreement. Any changes to the phasing as shown on **Exhibit D-3** will not require this Agreement to be amended. If deemed necessary, the Developer may submit a replat for all or any portions of the Property. Any replat shall be in general conformance with the Concept Plan and subject to Town approval.

9.5 Conflicts. In the event of any direct conflict between this Agreement and any other Town Regulation or Town enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement, including its exhibits, as applicable, shall control. In the event of a conflict between this Agreement and any other prior Agreement of the Parties (including any predecessor-in-interest of the Developer) relating to development of the Property, this Agreement shall control.

9.6 Vested Rights. This Agreement shall constitute a “permit” (as defined in Chapter 245 of the Texas Local Government Code) that is deemed filed with the Town on the Effective Date. The Developer agrees that it must comply with the following codes and standards, as may

be amended from time to time, and does not have vested rights in any of the following: (i) uniform building, fire, electrical, plumbing or mechanical codes adopted by recognized national code organization; (ii) municipal zoning regulations that do not affect landscaping or tree preservation, open space or park dedication, property classification, lot size, lot dimensions, lot coverage, or building size or that do not change development permitted by a restrictive covenant required by the Town; (iii) fees imposed in conjunction with development permits; (iv) regulations for utility connections; (v) construction standards for public works located on public lands or easements; and (vi) any other regulations to which Chapter 245 of the Texas Local Government Code does not apply.

9.7 Expiration of Permits.

(a) Any permit (as defined in Chapter 245 of the Texas Local Government Code) secured pursuant to this Agreement shall expire two years from the date it is issued if no progress has been made toward completion of the Project. In the event the permit expires, neither the Developer nor any person authorized by the Developer shall perform any work for which the permit was originally issued without filing a new permit application and complying with the Town Regulations in effect on the date of application as permitted by law.

(b) The Project shall expire five years from the Effective Date if no progress has been made towards completion of the Project. In the event the Project expires, neither the Developer nor any person authorized by the Developer shall perform any work on the Project without filing a new permit application and complying with the Town Regulations in effect on the date of application as permitted by law.

9.8 Concept Plan. The Parties agree that the Concept Plan, attached as **Exhibit D**, was created by the Developer for illustrative purposes only. In the event of a conflict between the Concept Plan and the Development Standards attached as **Exhibit E**, the Development Standards shall control. Any amendment to the Concept Plan shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become part of this Agreement. The Town Manager may administratively approve any amendments to the Concept Plan that the Town Manager deems in his or her reasonable discretion to be minor in nature.

SECTION 10 **ADDITIONAL OBLIGATIONS**

10.1 Fees. The Town shall waive and not collect any park fees and roadway impact fees. The Town shall impose a capital recovery fee (the "Capital Recovery Fee") of \$2,750.00 per residential lot. The Capital Recovery Fee shall be collected from the applicant for a building permit and the collected Capital Recovery Fee shall be placed into a segregated account (the "Segregated Account"), which monies shall be used for the construction of the Fire Station EMS Center as detailed in Section 10.2. All other fees for the Development shall be set as they are at the time of the Effective Date.

10.2 Fire Station EMS Center. An approximately three-acre site, as shown on the Concept Plan, shall be conveyed to the Town. The Developer shall construct or cause the

construction of a Fire Station EMS Center on such three-acre site, which construction shall begin when the 1250th residential building permit is processed by the Town. The Fire Station EMS Center shall generally include the specifications as outlined in **Exhibit E-1**. The Developer shall not be obligated to provide any level of amenities/finish-out which exceeds the level of amenities/finish-out provided for the initial construction of Little Elm Fire Station #3. Any such amenities/finish-out or increases in square footage, if requested by the Town and which exceed those provided for the initial construction of Little Elm Fire Station #3, shall be paid by the Town. The Developer shall be responsible for all costs associated with the construction of the Fire Station EMS Center subject to, however, that the Developer shall be able to draw upon and expend funds in the Segregated Account for the costs of the Fire Station EMS Center.

10.3 **School Site**. Subject to an agreement with Denton Independent School District, an approximately thirteen-acre site may be placed within the Development, in accordance with the Concept Plan.

10.4 **Amenity Sites**. The Developer is to construct or cause the construction of two amenity sites within the Development, in a phased manner, as generally shown on **Exhibit F** attached hereto. Construction of amenity site #1, as shown on **Exhibit F** attached hereto, shall begin within ninety (90) days after the acceptance by the Town of the lots within phase 1 (approximately 540 lots) of the Development as shown and labeled as “Phase 1” on the Concept Plan. The amenity site #1 shall be completed within fifteen (15) months of the Town’s acceptance of the lots within Phase 1. Construction of amenity site #2, as shown on **Exhibit F** attached hereto, shall begin within ninety (90) days after acceptance of the Town of the lots within phase 2M of the Development (approximately 145 lots) as shown and labeled as “Phase 2M” on the Concept Plan. The amenity site #2 shall be completed within fifteen (15) months of the Town’s acceptance of the lots within Phase 2M. Construction of the restaurant and/or convenience store within amenity site #1 shall begin within ninety (90) days of the issuance of the 1500th residential building permit on the Property.

10.5 **Ryan Spiritas Parkway**. That portion of FM 2931 reflected on **Exhibit D** attached hereto, shall be known as Ryan Spiritas Parkway and all road signs within the Property referencing such road shall refer to it as “Ryan Spiritas Parkway” (“**RS Parkway**”). RS Parkway shall be a four-lane divided roadway as shown on the attached Concept Plan and shall be constructed or caused to be constructed by Developer. The Town and the Developer shall seek Denton County assistance in the finance of RS Parkway. The Developer shall request, from Denton County seeking, from the county, assistance in paying the cost of two of the lanes in some form of payment or reimbursement. Further obligations of the Developer and the Town relating to construction of RS Parkway are as follows:

(a) The Developer shall construct or cause the construction of two lanes of RS Parkway from FM 720 to US 380 during phase one of Development and the two remaining lanes to begin construction by the 1,000 residential building permit;

(b) The Developer shall pursue any offsite easements and/or right-of-way necessary for the construction of RS Parkway. In the event that the Developer is unable to obtain any offsite easements and/or right-of-way necessary for the construction of RS Parkway, the Town agrees to use its power of eminent domain as provided in Section 14.7 of this Agreement to obtain such

easements and/or right-of-way. The Developer shall be reimbursed by the Town from roadway impact fees collected, to the extent such funds are available, related to the development of the Keck and Spiritas tracts, which tracts are directly north of the Property and adjacent to RS Parkway, for any Eminent Domain Fees paid by the Developer as required in Section 14.7 of this Agreement for the Town obtaining easements and/or right-of-way necessary for the construction of RS Parkway;

(c) The Developer and the Town agree that for the term of this Agreement the name of portion of FM 2931 reflected on the Concept Plan shall be the “Ryan Spiritas Parkway” and the name right granted under this Section 10.5(c) shall not be amended or modified in any way without the consent of the Spiritas Family (as defined below). On the Effective Date, the name right granted under this Section 10.5(c) shall not be amended or modified in any way without the consent of at least one of the following Spiritas family members: Steven F. Spiritas, Jason Spiritas, or upon the demise of both Steven F. Spiritas and Jason Spiritas, the consent of a lineal descendent of Steven F. Spiritas or Jason Spiritas (all collectively known as the “Spiritas Family”). Furthermore, the name “Ryan Spiritas Parkway” shall be included on and part of any recorded plat (preliminary, final, or other) and/or permit required to construct RS Parkway.

10.6 HEB Road – East/West Roadway. The Developer shall construct or cause the construction of approximately twenty-five (25) feet of pavement of the four-lane divided roadway as shown on **Exhibit G** attached hereto (the “HEB Road”). The turn lanes on HEB Road shall be designed to perform turns to access the HEB commercial property. The Town, at its sole expense, shall be responsible for all remaining construction of the HEB Road and obtaining any offsite easements needed for construction of the HEB Road. The Developer will only be responsible for providing rights-of-way necessary for the HEB Road as it relates directly to property owned by the Developer.

10.7 Parks, Open Space, and Trails. The Developer shall provide parks and open space, as generally shown on **Exhibit D-1**, and trails, as generally shown on **Exhibit D-2**. The parks, open space, and trails will be constructed within the phases of development as generally shown on **Exhibit D-3** and listed in **Exhibit D-4**. Construction of the parks, open space, and trails for a phase of development shall be completed within 180 days of the Town accepting the Authorized Improvements for such phase of development, subject to force majeure. In the event that construction of the parks, open space, and trails for a phase of development has not been completed within the 180 days, subject to force majeure, then the Developer, at the request of the Town, shall escrow with the Town, the funds required to complete construction of the parks, open space, and trails for such phase of development and a construction management fee. The Town may not issue PID Bonds for a subsequent phase of development until the parks, open space, and trails are completed for the previous phase of development, provided such parks, open space, and trails are required for the previous phase of development.

10.8 Mandatory Homeowners Association. The Developer will create an HOA that shall be required to levy and collect from home owners annual fees in an amount calculated to maintain the open spaces, common areas, hike and bike trails located in common areas, portions of which will be open to the public, right-of-way irrigation systems, raised medians and other right-of-way landscaping, retaining walls, entryways, signage, and screening walls within the PID and are public improvements. Common areas including but not limited to all landscaped entrances, entryways,

and signage to the PID and right-of-way landscaping shall be maintained solely by the HOA. Maintenance of public rights-of-way by the HOA shall comply with Town Regulations and shall be subject to oversight by the Town. The Parties shall cooperate with each other to execute documents necessary to give the HOA permission to maintain and operate facilities on Town-owned property.

SECTION 11

EVENTS OF DEFAULT; REMEDIES

11.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than thirty (30) days (or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform) after written notice of the alleged failure has been given except as relates to a type of default for which a different time period is expressly set forth in this Agreement). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty (20) business days after it is due.

11.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

SECTION 12

ASSIGNMENT; ENCUMBRANCE

12.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. The obligations, requirements, or covenants to develop the Property in this Agreement shall be able to be assigned to (a) any person or entity that is or will become an owner of any portion of the Property (an "Owner"), (b) any affiliate or related entity of the Developer, or (c) any lien holder on the Property, without the prior written consent of the Town. The obligations, requirements or covenants to develop the Property shall not be assigned by Developer to a non-affiliate or non-related entity of the Developer, or to a non-Owner without the prior written consent of the Town Manager, which consent shall not be unreasonably withheld if the assignee demonstrates financial ability to perform. Any receivables due under this Agreement, any reimbursement agreement, or any TIRZ revenues owed to the Developer may be assigned by the Developer without the consent of, but upon written notice to the Town pursuant to Section 12.5 of this Agreement. An assignee shall be considered a "Party" for the purposes of this Agreement. Each assignment shall be in writing executed by Developer and the assignee and shall

obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. No assignment by the Developer shall release the Developer from any liability that resulted from an act or omission by the Developer that occurred prior to the effective date of the assignment unless the Town approves the release in writing. The Developer shall maintain written records of all assignments made by the Developer to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

12.2 Encumbrance by the Developer and Assignees. The Developer and assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of (a) their respective lenders without the consent of, but with prompt written notice to, the Town, and (b) to any person or entity with the Town Manager's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed). If the Town Manager fails to provide the Developer or assignee with a reasonable written objection to a collateral assignment request with thirty (30) days of receiving such request, then the collateral assignment shall be automatically deemed approved by the Town. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the Town has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the Town agrees to accept a cure, not to be unreasonably withheld, offered by the lender as if offered by the defaulting Party. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

12.3 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with Section 10.5 of this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End Buyer of a lot within the Property, any person or entity upon becoming an owner of land within the PID or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Developer" and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

12.4 Third Party Beneficiaries. Subject to Section 12.1 of this Agreement, this Agreement only inures to the benefit of, and may only be enforced by, the Parties, except as expressly provided herein. No other person or entity shall have any right, title, or interest under

this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement. Notwithstanding the preceding, the Spiritas Family shall be a third-party beneficiary of Section 10.5, which Section 10.5 may not be terminated or amended without the written consent of the Spiritas Family.

12.5 Notice of Assignment. Subject to Section 12.1 of this Agreement, the following requirements shall apply in the event that the Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement:

- (a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the Town;
- (b) said notice must describe the extent to which any rights or benefits under this Agreement will be sold, assigned, transferred, or otherwise conveyed;
- (c) said notice must state the name, mailing address, telephone contact information, and, if known, email address, of the person(s) that will acquire any rights or benefits as a result of any such sale, assignment, transfer or other conveyance; and
- (d) the notice must be signed by a duly authorized person representing the Developer.

SECTION 13 **RECORDATION AND ESTOPPEL CERTIFICATES**

13.1 Binding Obligations. This Agreement and all amendments thereto and assignments hereof shall be recorded in the property records of Denton County, Texas. This Agreement binds and constitutes a covenant running with the Property and, upon the Effective Date, is binding upon the Developer and the Town, and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title, as to any End Buyer of a Fully Developed and Improved Lot, except for land use and development regulations, including the City Regulations, that apply to such lots.

13.2 Estoppel Certificates. From time to time upon written request of the Developer or any future owner, and upon the payment to the Town of a \$100.00 fee plus all reasonable costs incurred by the Town in providing the certificate described in this section, the Town Manager, or his/her designee will, in his official capacity, execute a written estoppel certificate identifying any obligations of an owner under this Agreement that are in default.

SECTION 14 **GENERAL PROVISIONS**

14.1 Term. The term of this Agreement shall be thirty (30) years after the Effective Date and shall automatically be extended by one fifteen (15) year term unless formal action is taken by either Party, in writing, not to extend the term.

14.2 Public Infrastructure, Generally. Except as otherwise expressly provided for in this Agreement, the Developer shall provide all Public Infrastructure as specified in this Agreement, including streets, utilities, drainage, and all other required improvements, at no cost to the Town except as provided herein, and in accordance with Town Regulations, and as approved by the Town's engineer or his or her agent. The Developer shall cause the installation of all Public Infrastructure in a phased manner as generally shown on the Concept Plan and the phasing plan attached as **Exhibit D-3** to this Agreement, and within all applicable time frames in accordance with the Town Regulations, unless otherwise approved herein. The Developer shall provide engineering studies, plan/profile sheets, and other construction documents at the time of platting as required by Town Regulations. Such plans shall be approved by the Town's engineer or his or her agent prior to approval of a Final Plat. Construction of any portion of the Public Infrastructure shall not be initiated until a pre-construction conference that includes a Town representative has been held regarding the proposed construction and Town has issued a written notice to proceed. No final plat may be recorded in the Real Property Records of Denton County, Texas until construction of all Public Infrastructure shown thereon shall have been constructed, and thereafter inspected, approved and accepted by the Town.

14.3 Maintenance and Performance Bonds. For each construction contract for any part of the Public Infrastructure, the Developer or the Developer's contractor must execute a performance bond and maintenance bond in accordance with applicable Town Regulations, which maintenance bond shall guarantee the costs of any repairs which may become necessary to any part of the construction work performed in connection with the Public Infrastructure, arising from defective workmanship or materials used therein, for a full period of two (2) years from the date of final acceptance of the Public Infrastructure constructed under such contract..

14.4 Inspections, Acceptance of Public Infrastructure, and the Developer's Remedy.

(a) Inspections, Generally. The Town shall have the right to inspect, at any time, the construction of all Public Infrastructure necessary to support the proposed Development, including water, sanitary sewer, drainage, streets, park facilities, electrical, and street lights and signs.

(b) Town Approval. The Town's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Authorized Improvements and Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. Notwithstanding any provision of this Agreement, it shall not be a breach or violation of this Agreement if the Town withholds building permits, certificates of occupancy, or Town utility services as to a phase of the Development until the Developer has met its obligations to provide for required Public Infrastructure necessary to such phase according to the approved engineering plans and Town Regulations, and until such Public Infrastructure has been dedicated to and accepted by the Town. However, the Town may issue residential building permits for model homes prior to completion of such Public Infrastructure. Acceptance by the Town shall not be unreasonably withheld.

(c) Dedication of the Public Infrastructure. From and after the inspection and acceptance by the Town of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the Town or Mustang SUD, as applicable. As part of the dedications, the Developer shall provide an affidavit stating that there

are no liens of the dedicated Public Infrastructure and that persons and entities that provided work on the dedicated Public Infrastructure have been fully paid for such work performed and materials provided. The Developer's sole remedy for nonperformance of this Agreement by the Town shall be to seek specific performance pursuant to the terms of this Agreement.

(d) Approval of Plats/Plans. Approval by the Town, the Town's Engineer or other Town employee or representative, of any plans, designs or specifications submitted by the Developer pursuant to this Agreement or pursuant to Town Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the Town for any defect in the design and specifications prepared by the Developer or the Developer's engineer, or engineer's officers, agents, servants or employees, it being the intent of the parties that approval by the Town's engineer signifies the Town's approval on only the general design concept of the improvements to be constructed.

14.5 Insurance. The Developer or its contractor(s) shall acquire and maintain, during the period of time when any of the Public Infrastructure is under construction (and until the full and final completion of the Public Infrastructure and acceptance thereof by the Town): (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than \$1,000,000.00. Such insurance shall also cover any and all claims which might arise out of the Public Infrastructure construction contracts, whether by the Developer, a contractor, subcontractor, material man, or otherwise. Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the Town as an additional insured and contain a waiver of subrogation endorsement in favor of the Town. Upon the execution of Public Infrastructure construction contracts, the Developer shall provide to the Town certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the Town as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the Town shall receive written notice of such cancellation, non-renewal or modification.

14.6 Indemnification and Hold Harmless. THE DEVELOPER (INCLUDING FOR PURPOSES HEREOF ANY SUCCESSOR THERETO OR ASSIGNEE THEREOF, INCLUDING, WITHOUT LIMITATION, A PURCHASER OF ANY PORTION OF THE PROPERTY), AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE TOWN FROM AND AGAINST ALL THIRD PARTY CLAIMS, SUITS, JUDGEMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST THE TOWN, INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OF THE DEVELOPER IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY INFRASTRUCTURE, STRUCTURE, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED BY THE TOWN REGULATIONS OR ANY OTHER GOVERNING REGULATIONS AND THAT ARE DEDICATED OR OTHERWISE CONVEYED TO THE TOWN.

14.7 Eminent Domain. Unless otherwise stated in this Agreement, the Developer agrees to use commercially reasonable efforts to obtain all third-party right(s)-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Developer is unable to obtain such third-party right(s)-of-way, consents, or easements within ninety (90) days of commencing efforts to obtain the needed easements and right of way, the Town agrees to take reasonable steps to secure same through the use of the Town's power of eminent domain. Unless otherwise stated in this Agreement, the Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the Town in the exercise of its eminent domain powers that for any reason are not funded by Assessments. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the Town will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the Town's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Developer shall deposit additional funds as requested by the Town into the escrow account within ten (10) days after written notice from the Town. Any unused escrow funds will be refunded to the Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the Town, and the Town reserves the right, at all times, to control its proceedings in eminent domain.

14.8 Developer Acknowledges and Agrees. The Developer acknowledges and agrees that the conveyances, dedications, easements and/or payment of money required by this agreement to be performed by the Developer, in whole or in part, does/do not constitute a (a) Taking under the Texas or United States Constitution; (b) Nuisance; and/or; (c) Claim for damages and/or reimbursement against Town for a violation of any federal and/or state constitution, statute and/or case law and/or federal, state, and/or local ordinance, rule and/or regulation.

SECTION 15 **ADDITIONAL PROVISIONS**

15.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

15.2 Notices. Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the Town: Town of Little Elm, Texas
 Attn: Matt Mueller

100 W. Eldorado Parkway
Little Elm, Texas 75068

With a copy to: Brown & Hofmeister, LLP
Attn: Robert Brown
740 E. Campbell Road, Suite 800
Richardson, Texas 75081

To the Developer: MM Little Elm 548, LLC
Attn: Mehrdad Moayed
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

And a copy to: Miklos Cinclair, PLLC
Attn: Robert Miklos
1800 Valley View Lane, Suite 360
Farmers Branch, Texas 75234

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

15.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

15.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is necessary and required.

15.5 Authority and Enforceability. The Town represents and warrants that this Agreement has been approved by official action by the Town Council of the Town in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Town has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that each individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

15.6 Severability. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of

the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

15.7 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in the Denton County State District Court.

15.8 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

15.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

15.10 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds Description of the Property
Exhibit A-1	Metes and Bounds Description of the ETJ Property
Exhibit B	Depiction of the Property
Exhibit B-1	Depiction of the ETJ Property
Exhibit C	Authorized Improvements with their Estimated Costs
Exhibit D	Concept Plan
Exhibit D-1	Parks and Open Space
Exhibit D-2	Trails
Exhibit D-3	Phasing Plan
Exhibit D-4	Private Amenities
Exhibit E	Development Standards
Exhibit E-1	Fire Station EMS Center Specifications
Exhibit F	Amenity Sites
Exhibit G	HEB Road
Exhibit H	Home Buyer Disclosure Program
Exhibit I	Landowner Agreement
Exhibit J	Certification For Payment Form
Exhibit K	Property to be Excluded from TIRZ

15.11 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure

shall be temporarily suspended. Within thirty (30) days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

15.12 Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the Town and the Developer expressly amending the terms of this Agreement.

15.13 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

[SIGNATURES PAGES FOLLOW, REMAINDER OF THIS PAGE INTENTIONALLY LEFT
BLANK]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

TOWN OF LITTLE ELM, TEXAS

By: [Signature]
Name: _____
Title: Mayor
Date: 2/2/2021

ATTEST:

By: [Signature]
Name: _____
Title: Town Secretary
Date: 2/2/2021



APPROVED AS TO FORM

[Signature]
Name: Robert Brown
Title: Town Attorney

STATE OF TEXAS

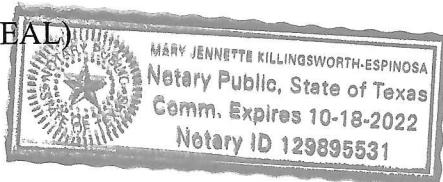
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COUNTY OF DENTON

This instrument was acknowledged before me on the 2 day of Feb, 2021 by David Hillock, the Mayor of the Town of Little Elm, Texas on behalf of said Town.

Mary Jennette Killingsworth-Espinosa
Notary Public, State of Texas

(SEAL)



Mary Jennette Killingsworth-Espinosa
Name printed or typed

Commission Expires: 10-18-2022

DEVELOPER:

MM Little Elm 548, LLC,
a Texas limited liability company

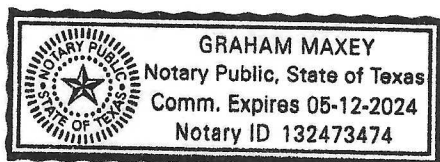
By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: 
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 26th day of January, 2021
by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as
Manager of MM Little Elm 548, LLC, a Texas limited liability company on behalf of said company.





Notary Public, State of Texas

Exhibit A
METES AND BOUNDS DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION
544.132 ACRES

BEING that certain tract of land situated in the Marsella Jones Survey, Abstract Number 662, Denton County, Texas, and being part of those certain tracts of land described in deeds to Spiritas Ranch Enterprises, recorded in Volume 2737, Page 131, Volume 833, Page 38, Volume 842, Page 851, and Volume 2737, Page 126, of the Real Property Records of Denton County, Texas (RPRDCT), part of that certain tract of land described in deed to Spiritas Ranch Enterprise recorded in Volume 998, Page 670, RPRDCT, all of that certain tract of land described in deed to Spiritas Ranch Enterprises recorded in Volume 1078, Page 859, RPRDCT, all of those certain tracts of land described as Tract I, Tract II, and Tract III in Affidavit recorded in Instrument No. 2016-136619, RPRDCT, being part of those certain tracts of land described as Tract 1 and Tract 2 in deed to Johnnie Wayne McDaniel, Sr., and Lynda Marie McDaniel, recorded in Instrument Number 2010-99763, RPRDCT, part of that certain tract of land described in deed to Johnny Wayne McDaniel and Lynda Marie McDaniel, recorded in Volume 553, Page 590, RPRDCT, all of that certain tract of land described in deed to Gilberto Cesar Garza, recorded in Instrument Number 2018-137486, and being more particularly described as follows:

BEGINNING at a fence corner post found on the east right-of-way line of Farm-to-Market Road Number 720 (variable width right-of-way), and being located at the southwest corner of that certain tract of land described in deed to Oak Grove Methodist Church, recorded in Volume 2269, Page 580, RPRDCT;

THENCE South 88°22'07" East, with the north line of said Spiritas Ranch Enterprises tract recorded in Volume 2737, Page 131, RPRDCT, and with the south line of said Oak Grove Methodist Church tract recorded in Volume 2269, Page 580, RPRDCT, and the south line of that certain tract of land described in deed to Oak Grove Methodist Church tract, recorded in Volume 2269, Page 584, RPRDCT, a distance of 1426.83 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for the northeast corner of said Spiritas tract recorded in Volume 2737, Page 131, RPRDCT;

THENCE South 00°49'00" West, with the east line of said Spiritas tract recorded in Volume 2737, Page 131, RPRDCT, a distance of 16.98 feet to a 3/8-inch iron rod found for the northwest corner of said Spiritas tract recorded in Volume 833, Page 38, RPRDCT;

THENCE South 88°28'06" East, with the north line of said Spiritas tract recorded in Volume 833, Page 38, RPRDCT, a distance of 2019.58 feet to a 3/8-inch iron rod found for corner;

THENCE South 87°31'42" East, over and across said Spiritas tract recorded in Volume 833, Page 38, RPRDCT, a distance of 1042.72 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner, said iron rod being located at the beginning of a non-tangent curve to the right;

THENCE continuing over and across said Spiritas tract recorded in Volume 833, Page 38, RPRDCT, the following courses to 5/8-inch iron rods with cap stamped "BCG 10194538" set for corner:

Northeasterly, with said curve which has a central angle of 05°43'53", a radius of 629.99 feet, a chord that bears North 17°45'02" East, a distance of 62.99 feet, and an arc length of 63.02 feet to the end of said curve;

North 20°36'58" East, a distance of 232.75 feet, said iron rod being located at the beginning of a non-tangent curve to the left;

Northeasterly, with said curve which has a central angle of 18°12'35", a radius of 802.13 feet, a chord that bears North 11°29'56" East, a distance of 253.86 feet, and an arc length of 254.93 feet to the end of said curve;

And North 01°42'20" East, a distance of 63.42 feet, said iron rod being located on the south line of that certain tract of land described in State of Texas Possession and Use Agreement, recorded in Instrument Number 2020-27969, RPRDCT;

THENCE South 88°18'55" East, with the south line of said State of Texas Possession and Use Agreement tract, a distance of 80.00 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE continuing over and across said Spiritas tract recorded in Volume 833, Page 38, RPRDCT, the following courses to 5/8-inch iron rods with cap stamped "BCG 10194538" set for corner;

South 01°42'20" West, a distance of 19.27 feet, said iron rod being located at the beginning of a tangent curve to the right;

Southwesterly with said curve which has a central angle of 18°54'39", a radius of 720.00 feet, a chord that bears South 11°09'39" West, a distance of 236.56 feet, and an arc length of 237.64 feet to the end of said curve;

South 20°36'58" West, a distance of 174.58 feet;

And South 87°50'52" East, a distance of 1496.33 feet, said iron rod being located on the west line of that certain tract of land described in deed to RPM xConstruction, LLC, recorded in Instrument Number 2014-54052, RPRDCT;

THENCE South 02°13'59" West, with said west line of the RPM tract, a distance of 70.01 feet to a 5/8-inch iron rod found for the southwest corner of said RPM tract;

THENCE South 88°24'29" East, with the south line of said RPM tract, a distance of 209.79 feet to a 5/8-inch iron rod found for the southeast corner of said RPM tract;

THENCE North 02°14'40" East, with the east line of said RPM tract, a distance of 18.33 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE South 87°50'18" East, over and across said Spiritas tracts recorded in Volume 842, Page 851, and Volume 2737, Page 126, RPRDCT, a distance of 901.70 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner located on the west line of that certain tract of land described in deed to Robert G. Penley, recorded in Volume 2210, Page 648, RPRDCT;

THENCE South 02°58'01" West, with the west line of said Penley tract, a distance of 345.08 feet to a 1/2-inch iron rod with cap stamped "WESTWOOD" found for corner at the southeast corner of said Spiritas tract recorded in Volume 2737, Page 126, RPRDCT;

THENCE North 88°08'15" West, with the north line of said Penley tract, a distance of 170.04 feet to a 5/8-inch iron rod found for the most westerly northwest corner of said Penley tract;

THENCE South 05°42'19" West, with the west line of said Penley tract, a distance of 621.88 feet to a U.S. Army Corps of Engineers (USCOE) monument found on the west "take" line of Lake Lewisville;

THENCE with the west "take" line of Lake Lewisville, the following courses to USCOE monuments found for corner:

South 04°54'16" West, a distance of 350.10 feet;

South 04°07'29" West, a distance of 349.25 feet;

South 00°09'01" East, a distance of 373.36 feet;

North 88°11'41" West, a distance of 800.30 feet;

And South 37°20'20" West, a distance of 536.00 feet;

THENCE South 00°08'50" East, continuing with said "take" line, a distance of 672.96 feet to a steel fence post found for corner at the north corner of that certain tract of land described in Correction Deed to the United States of America (USA), recorded in Volume 2549, Page 719, RPRDCT;

THENCE South 56°09'16" West, with the northwest line of said USA tract, a distance of 188.85 feet to a steel fence post found for corner at the west corner of said USA tract;

THENCE South 09°39'06" East, with the southwest line of said USA tract, a distance of 162.80 feet to a steel fence post found for the south corner of said USA tract;

THENCE continuing with said "take" line, the following courses:

South 46°03'07" West, a distance of 319.64 feet to a USCOE monument found for corner;

North 74°07'14" West, a distance of 789.34 feet to a steel fence post found for corner;

South 78°59'39" West, a distance of 216.00 feet to a steel fence post found for corner;

South 65°55'09" East, a distance of 739.69 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

South 16°04'51" East, a distance of 348.96 feet to a USCOE monument found for corner;

And North 88°34'10" West, a distance of 224.10 feet to a USCOE monument found for corner, said monument being located at the northeast corner of that certain tract of land described as Tract 2 (Original Instrument Nos. 1, 2 and 3), and Tract 4 (Original Instrument No. 4) in Correction Instrument recorded in Instrument No. 2018-37459, RPRDCT;

THENCE North 88°59'00" West, with the north line of said Correction Instrument tract, a distance of 981.60 feet to a steel fence post found for corner;

THENCE North 86°40'28" West, continuing with said north line, a distance of 346.35 feet to a 5/8-inch iron rod with cap stamped "KHA" found for corner;

THENCE North 88°13'50" West, continuing with said north line, passing at a distance of 1145.20 feet a 5/8-inch iron rod with cap stamped "KHA" found for corner at the northeast corner of Prairie Oaks Phase 1B, an addition to the Town of Little Elm, Denton County, Texas, according to Final Plat recorded in Document No. 2019-258, of the Plat Records of Denton County, Texas, continuing with the north line of said Prairie Oaks Phase 1B, in all, a total distance of 1949.86 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner at an interior "ell" corner of said Prairie Oaks Phase 1B;

THENCE North 02°08'13" East, passing at a distance of 20.47 feet a 1/2-inch iron rod with cap stamped "WESTWOOD" found at a northeast corner of said Prairie Oaks Phase 1B, and continuing with a west line of said Spiritas tract recorded in Volume 998, Page 670, RPRDCT, and the east line of Tract 2, and Tract 1, in deed to Upper Trinity Regional Water District, recorded in Volume 4646, Page 212, RPRDCT, in all, a total distance of 810.31 feet to a fence corner post found for corner;

THENCE North 87°51'47" West, with the common north line of said Upper Trinity Tract 1 and Tract 3 in said Upper Trinity deed, and a south line of said Spiritas tract recorded in Volume 998, Page 670, RPRDCT, a distance of 1295.87 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner at the southeast corner of that certain tract of land described as Parcel 18 in deed to the State of Texas, recorded in Document Number 2016-26306, RPRDCT, on the east right-of-way-line of Farm to Market Road No. 720 (variable width right-of-way), said iron rod being located at the beginning of a non-tangent curve to the left;

THENCE northwesterly with the east line of said Parcel 18, and with said curve which has a central angle of $03^{\circ}50'07''$, a radius of 5814.58 feet, a chord that bears North $13^{\circ}35'52''$ West, a distance of 389.15 feet, and an arc length of 389.22 feet to the end of said curve, a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE North $15^{\circ}30'56''$ West, continuing with the east line of said Parcel 18, a distance of 721.50 feet to a 1/2-inch iron rod with cap stamped "WESTWOOD" found for corner at the beginning of a tangent curve to the left;

THENCE northwesterly, continuing with the east line of said Parcel 18, and with said curve which has a central angle of $14^{\circ}12'08''$, a radius of 740.00 feet, a chord that bears North $22^{\circ}37'00''$ West, a distance of 182.96 feet, and an arc length of 183.43 feet to the end of said curve, a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE North $29^{\circ}42'12''$ West, continuing with the east line of said Parcel 18, passing at a distance of 13.57 feet a TXDOT aluminum disk found at the northeast corner of said Parcel 18, and the southeast corner of that certain tract of land described as Parcel 19-1 in deed to the State of Texas, recorded in Document Number 2019-155966, RPRDCT, continuing with the east line of said Parcel 19-1, in all, a total distance of 64.49 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner at the beginning of a non-tangent curve to the right;

THENCE northwesterly, continuing with said east line of Parcel 19-1, and the east line of that certain tract of land described as Parcel 20 in deed to the State of Texas, recorded in Document Number 2016-155956, RPRDCT, and with said curve which has a central angle of $31^{\circ}07'08''$, a radius of 610.00 feet, a chord that bears North $14^{\circ}09'30''$ West, a distance of 327.25 feet, and an arc length of 331.31 feet to the end of said curve, a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE North $01^{\circ}24'04''$ East, continuing with said east line of Parcel 20, and with the east line of that certain tract of land described as Parcel 19-2 in deed to the State of Texas recorded in Document Number 2016-155966, RPRDCT, a total distance of 450.53 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner at the northeast corner of said Parcel 19-2, said iron rod also being located on the south line of that certain tract of land described in deed to Ellis Meals, recorded in Document Number 2012-95998, RPRDCT;

THENCE North $89^{\circ}42'58''$ East, leaving said east right-of-way-line of Farm to Market Road No. 720 (variable width right-of-way), and with said south line of the Meals tract, a distance of 89.21 feet to a fence corner post found for corner at the southeast corner of said Meals tract;

THENCE North $02^{\circ}29'05''$ West, with the east line of said Meals tract, a distance of 115.92 feet to a fence corner post found for corner at the northeast corner of said Meals tract, and being located on a south line of said Spiritas Ranch Enterprises tract recorded in Volume 2737, Page 131, RPRDCT;

THENCE South $88^{\circ}24'12''$ West, with the north line of said Meals tract, a distance of 66.45 feet to a TXDOT aluminum disk found for corner at the southeast corner of that certain tract of land described as Parcel 22 in deed to the State of Texas, recorded in Document Number 2016-26307, RPRDCT, on said east right-of-way-line of Farm to Market Road No. 720;

THENCE with the east line of said Parcel 22, the following courses to 5/8-inch iron rods with cap stamped "BCG 10194538" set for corner:

North $01^{\circ}25'09''$ East, a distance of 108.99 feet;

North $08^{\circ}03'45''$ West, a distance of 105.97 feet, said iron rod being located at the beginning of a non-tangent curve to the left;

Northwesterly, with said curve which has a central angle of $03^{\circ}01'34''$, a radius of 2929.79 feet, a chord that bears North $02^{\circ}26'32''$ West, a distance of 154.72 feet, and an arc length of 154.74 feet to the end of said curve;

North 03°57'19" West, a distance of 149.61 feet, said iron rod being located at the beginning of a tangent curve to the right;

Northwesterly, with said curve which has a central angle of 05°07'53", a radius of 2799.79 feet, a chord that bears North 01°23'23" West, a distance of 250.66 feet, and an arc length of 250.74 feet to the end of said curve;

And North 01°36'16" East, a distance of 273.49 feet to the POINT OF BEGINNING of herein described tract, and containing an area of 545.132 acres of land.

SAVE AND EXCEPT THE FOLLOWING DESCRIBED 1.000 ACRE TRACT OF LAND:

BEING that certain tract of land situated in the Marsella Jones Survey, Abstract No. 662, in Denton County, Texas, according to and being part of those certain tracts of land described in deeds to Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, of the Real Property Records of Denton County, Texas (RPRDCT); and Volume 842, Page 851, RPRDCT; and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found on the south right-of-way line of U.S. Highway No. 380 (variable width right-of-way), and being the most northerly northwest corner of said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and also being the northeast corner of that certain tract of land described in deed to RPM xConstruction recorded in Document No. 2014-54052, RPRDCT, from which a TXDOT monument found at the northwest corner of said RPM xConstruction tract bears North 88°21'17" West, a distance of 209.89 feet;

THENCE South 02°14'40" West, leaving said south right-of-way line of U.S. Highway No. 380, and with a west line of said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, passing at a distance of 518.63 feet the southeast corner of said RPM xConstruction tract, continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, in all, a total distance of 688.87 feet to the POINT OF BEGINNING, a 5/8 inch iron rod with cap stamped "BCG 10194538" set;

THENCE South 02°14'40" West, continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, a distance of 52.51 feet to a 5/8 inch iron rod with cap stamped "BCG 10194538" set for corner, and the beginning of a non-tangent curve to the left;

THENCE continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, and with said curve which has a central angle of 24°30'27", a radius of 1475.00 feet, a chord which bears South 61°54'11" West, a chord distance of 626.11 feet, and an arc distance of 630.91 feet to the end of said curve, a 5/8 inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, the following courses to 5/8 inch iron rods with cap stamped "BCG 10194538" set for corner;

South 49°38'57" West, a distance of 169.00 feet, and being the beginning of a tangent curve to the left;

With said curve which has a central angle of 05°10'17", a radius of 560.00 feet, a chord which bears South 47°03'49" West, a chord distance of 50.53 feet, and an arc distance of 50.54 feet to the end of said curve;

North 45°31'19" West, a distance of 50.00 feet, and being the beginning of a non-tangent curve to the right;

With said curve which has a central angle of 05°10'17", a radius of 610.00 feet, a chord which bears North 47°03'49" East, a chord distance of 55.04 feet, and an arc distance of 55.06 feet to the end of said curve;

And North 49°38'57" East, a distance of 169.00 feet, and being the beginning of a tangent curve to the right;

THENCE continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, and said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and with said curve which has a central angle of $25^{\circ}07'12''$, a radius of 1525.00 feet, a chord which bears North $62^{\circ}12'33''$ East, a chord distance of 663.26 feet, and an arc distance of 668.60 feet to the end of said curve, and the POINT OF BEGINNING, containing a calculated area of 1.000 acres of land.

LEAVING A NET AREA OF 544.132 ACRES OF LAND.

Exhibit A-1
METES AND BOUNDS DESCRIPTION OF THE ETJ PROPERTY

EXHIBIT "A-1"
DESCRIPTION
301.071 ACRES

BEING that certain tract of land situated in the Marsella Jones Survey, Abstract Number 662, Denton County, Texas, and being part of those certain tracts of land described in deeds to Spiritas Ranch Enterprises, recorded in Volume 833, Page 38, and Volume 842, Page 851, of the Real Property Records of Denton County, Texas (RPRDCT), part of that certain tract of land described in deed to Spiritas Ranch Enterprise recorded in Volume 998, Page 670, RPRDCT, all of that certain tract of land described in deed to Spiritas Ranch Enterprises recorded in Volume 1078, Page 859, RPRDCT, all of those certain tracts of land described as Tract I, Tract II, and Tract III in Affidavit recorded in Instrument No. 2016-136619, RPRDCT, and being more particularly described as follows:

BEGINNING at a point located on the east right-of-way line of Farm to Market Road No. 720 (called variable width right-of-way), and being located at the northwest corner of that certain tract of land described in deed to Upper Trinity Regional Water District, recorded in Volume 4646, Page 212, RPRDCT, said point also being located at the beginning of a non-tangent curve to the left;

THENCE with in a northerly direction along the east right-of-way line of said Farm to Market Road No. 720 the following courses to points for corner:

Northerly with said curve which has a central angle of $03^{\circ}50'07''$, a radius of 5814.58 feet, a chord which bears North $13^{\circ}35'52''$ West, a distance of 389.15 feet, and an arc length of 389.22 feet to the end of said curve;

And North $15^{\circ}30'56''$ West, a distance of 228.00 feet;

THENCE over and across said Spiritas Ranch tracts recorded in Volume 998, Pg. 670 and Volume 833, Page 38, RPRDCT, the following courses to points for corner:

South $84^{\circ}58'58''$ East, a distance of 177.25 feet;

South $88^{\circ}06'54''$ East, a distance of 613.29 feet;

South $01^{\circ}53'06''$ West, a distance of 21.47 feet;

South $88^{\circ}56'34''$ East, a distance of 852.10 feet to the beginning of a non-tangent curve to the left;

Northeasterly with said curve which has a central angle of $80^{\circ}16'04''$, a radius of 2633.43 feet, a chord which bears North $49^{\circ}22'19''$ East, a distance of 3394.89 feet, and an arc length of 3689.27 feet to the end of said curve;

North $09^{\circ}15'28''$ East, a distance of 509.48 feet;

And South $87^{\circ}50'52''$ East, a distance of 1496.33 feet, said point being located on the west line of that certain tract of land described in deed to RPMX Construction, LLC, recorded in Instrument Number 2014-54052, RPRDCT;

THENCE South $02^{\circ}13'59''$ West, with said west line, a distance of 70.01 feet to a point for corner being located at the southwest corner of said RPMX tract;

THENCE South $88^{\circ}24'29''$ East, with the south line of said RPMX tract, a distance of 209.79 feet to a point for corner being located at the southeast corner of said RPMX tract;

THENCE South $02^{\circ}14'45''$ West, over and across that certain tract of land described in deed to Spiritas Ranch Enterprises, recorded in Volume 842, Page 851, RPRDCT, a distance of 335.74 feet to a point for corner being located on the north line of said Spiritas Ranch tract recorded in Volume 1078, Page 859, RPRDCT;

THENCE South $88^{\circ}28'46''$ East, with said north line, a distance of 727.39 feet to a point for corner being located at the northeast corner of said Spiritas Ranch tract recorded in Volume 1078, Page 859, RPRDCT;

THENCE South $05^{\circ}42'19''$ West, a distance of 621.88 feet with the east line of said Spiritas tract to a point for corner located at the southwest corner of that certain tract of land described in deed to Robert G. Penley, recorded in Volume 2210, Page 648, RPRDCT, said point also being located on the U.S. Army Corps of Engineers "Take" line for Lake Lewisville;

THENCE with said "Take" line, the following courses to points for corner:

South $04^{\circ}54'16''$ West, a distance of 350.10 feet;

South $04^{\circ}07'29''$ West, a distance of 349.25 feet;

South $00^{\circ}09'01''$ East, a distance of 373.36 feet;

North $88^{\circ}11'41''$ West, a distance of 800.30 feet;

South $37^{\circ}20'20''$ West, a distance of 536.00 feet;

South $00^{\circ}08'50''$ East, a distance of 672.96 feet;

South $56^{\circ}09'16''$ West, a distance of 188.85 feet;

South $09^{\circ}39'06''$ East, a distance of 162.80 feet;

South $46^{\circ}03'07''$ West, a distance of 319.64 feet;

North $74^{\circ}07'14''$ West, a distance of 789.34 feet;

South $78^{\circ}59'39''$ West, a distance of 216.00 feet;

South $65^{\circ}55'09''$ East, a distance of 739.69 feet;

South $16^{\circ}04'51''$ East, a distance of 348.96 feet;

And North $88^{\circ}34'10''$ West, a distance of 224.10 feet, said point being located at a northeast corner of that certain tract of land described in a correction deed to 2016 Blackhawk 155 Holdings, LTD., recorded in Instrument Number 2018-37459, RPRDCT;

THENCE North $88^{\circ}59'00''$ West, with the north line of said Blackhawk tract, a distance of 981.60 feet to a point for corner;

THENCE North $86^{\circ}40'28''$ West, continuing with the north line of said Blackhawk tract, a distance of 346.35 feet to a point for corner;

THENCE North $88^{\circ}13'50''$ West, continuing with the north line of said Blackhawk tract, and the north line of Prairie Oaks Phase 1B, an addition to the Town of Little Elm, Denton County, Texas, according to Final Plat recorded in Document No. 2019-258, of the Plat Records of Denton County, Texas, a distance of 1949.86 feet to a point for corner;

THENCE North $02^{\circ}08'13''$ East, with a west line of said Spiritas tract recorded in Volume 998, Page 670, and the east line of said Upper Trinity Regional Water District tract, a distance of 810.31 feet to a point for corner;

THENCE North $87^{\circ}51'47''$ West, with a south line of said Spiritas tract recorded in Volume 998, Page 670, and the north line of said Upper Trinity Regional Water District tract, a distance of 1295.87 feet to the POINT OF BEGINNING of herein described tract and containing a calculated area of 302.071 acres of land, more or less.

SAVE AND EXCEPT THE FOLLOWING DESCRIBED 1.000 ACRE TRACT OF LAND:

BEING that certain tract of land situated in the Marsella Jones Survey, Abstract No. 662, in Denton County, Texas, according to and being part of those certain tracts of land described in deeds to Spiritas Ranch Enterprises recorded in Volume 833, Page 38, of the Real Property Records of Denton County, Texas (RPRDCT); and Volume 842, Page 851, RPRDCT; and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found on the south right-of-way line of U.S. Highway No. 380 (variable width right-of-way), and being the most northerly northwest corner of said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and also being the northeast corner of that certain tract of land described in deed to RPM xConstruction recorded in Document No. 2014-54052, RPRDCT, from which a TXDOT monument found at the northwest corner of said RPM xConstruction tract bears North $88^{\circ}21'17''$ West, a distance of 209.89 feet;

THENCE South $02^{\circ}14'40''$ West, leaving said south right-of-way line of U.S. Highway No. 380, and with a west line of said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, passing at a distance of 518.63 feet the southeast corner of said RPM xConstruction tract, continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, in all, a total distance of 688.87 feet to the POINT OF BEGINNING, a 5/8 inch iron rod with cap stamped "BCG 10194538" set;

THENCE South $02^{\circ}14'40''$ West, continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, a distance of 52.51 feet to a 5/8 inch iron rod with cap stamped "BCG 10194538" set for corner, and the beginning of a non-tangent curve to the left;

THENCE continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, and with said curve which has a central angle of $24^{\circ}30'27''$, a radius of 1475.00 feet, a chord which bears South $61^{\circ}54'11''$ West, a chord distance of 626.11 feet, and an arc distance of 630.91 feet to the end of said curve, a 5/8 inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, the following courses to 5/8 inch iron rods with cap stamped "BCG 10194538" set for corner;

South $49^{\circ}38'57''$ West, a distance of 169.00 feet, and being the beginning of a tangent curve to the left;

With said curve which has a central angle of $05^{\circ}10'17''$, a radius of 560.00 feet, a chord which bears South $47^{\circ}03'49''$ West, a chord distance of 50.53 feet, and an arc distance of 50.54 feet to the end of said curve;

North $45^{\circ}31'19''$ West, a distance of 50.00 feet, and being the beginning of a non-tangent curve to the right;

With said curve which has a central angle of $05^{\circ}10'17''$, a radius of 610.00 feet, a chord which bears North $47^{\circ}03'49''$ East, a chord distance of 55.04 feet, and an arc distance of 55.06 feet to the end of said curve;

And North 49°38'57" East, a distance of 169.00 feet, and being the beginning of a tangent curve to the right;

THENCE continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, and said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and with said curve which has a central angle of 25°07'12", a radius of 1525.00 feet, a chord which bears North 62°12'33" East, a chord distance of 663.26 feet, and an arc distance of 668.60 feet to the end of said curve, and the POINT OF BEGINNING, containing a calculated area of 1.000 acres of land.

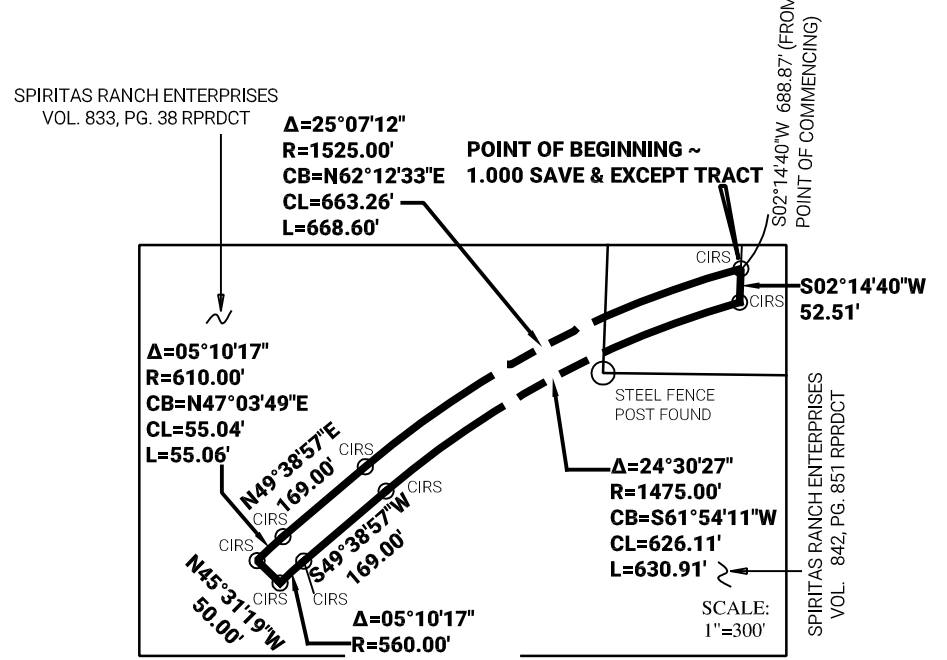
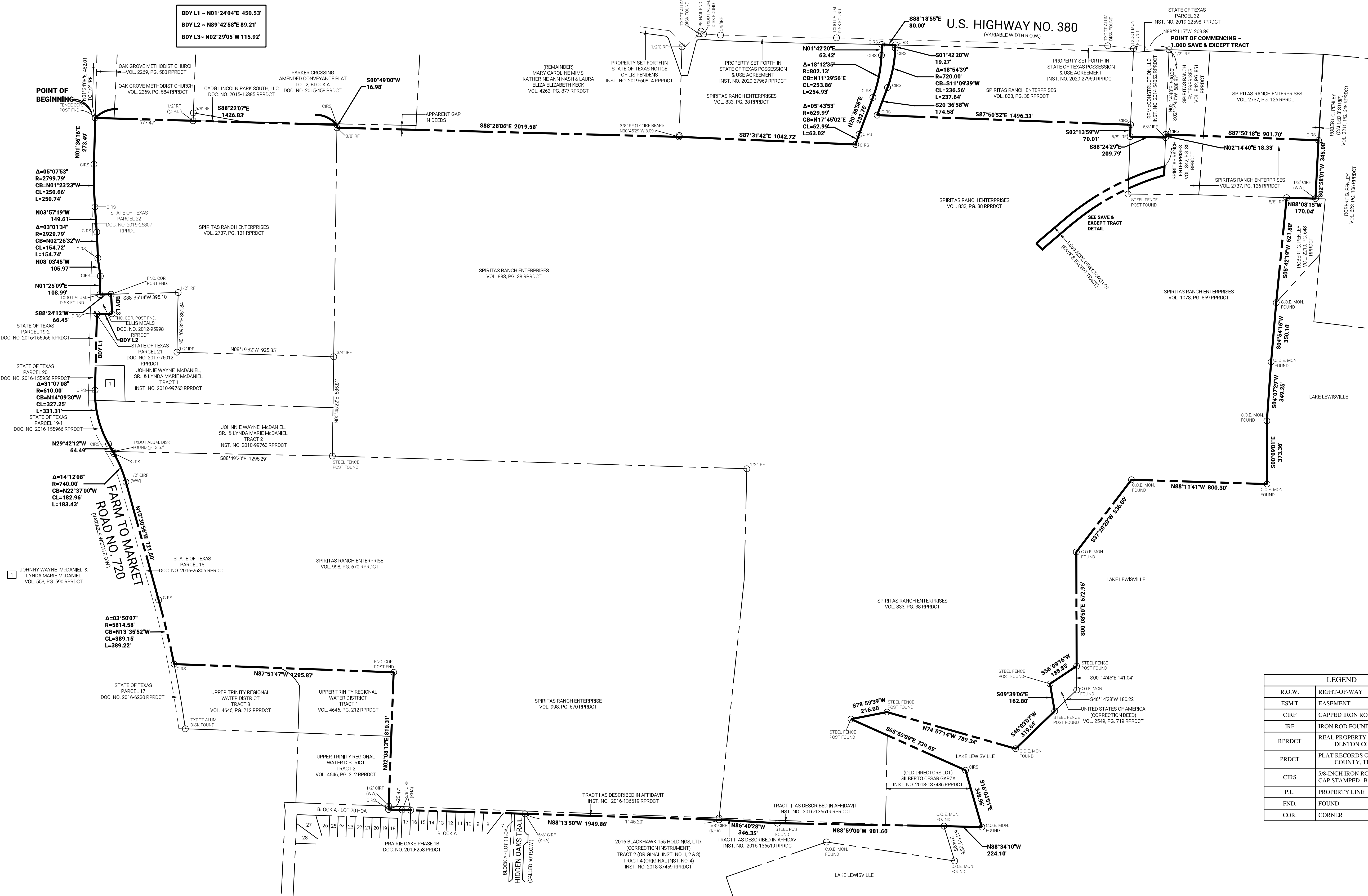
LEAVING A NET AREA OF 301.071 ACRES OF LAND.

NOTES:

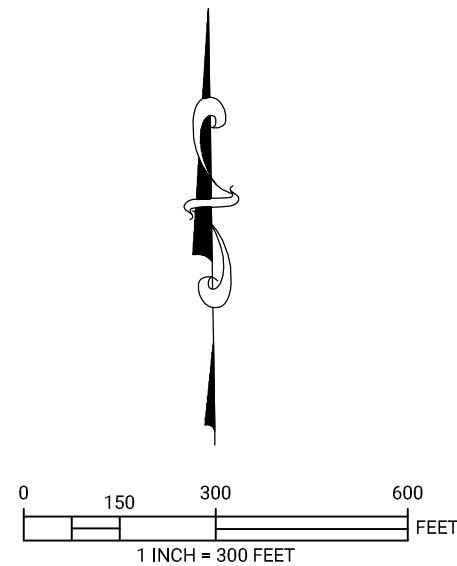
The bearings shown and recited hereon are referenced to the Texas Coordinate System of 1983 - North Central Zone No. 4202 (NAD83). All distances are surface distances.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Exhibit B
DEPICTION OF THE PROPERTY



SAVE & EXCEPT TRACT DETAIL



LOCATION MAP
NOT TO SCALE

LEGEND	
R.O.W.	RIGHT-OF-WAY
ESMT	EASEMENT
CIRF	CAPPED IRON ROD FOUND
IRF	IRON ROD FOUND
RPRDCT	REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS
PRDCT	PLAT RECORDS OF DENTON COUNTY, TEXAS
CIRS	5/8-INCH IRON ROD WITH PLASTIC CAP STAMPED 'BCG 10194538' SET
P.L.	PROPERTY LINE
FND.	FOUND
COR.	CORNER

EXHIBIT
544.132 ACRE TRACT
SITUATED IN THE
MARSELLA JONES SURVEY, ABSTRACT No. 662

DENTON COUNTY, TEXAS



TBPLS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 206683
801 East Campbell Road, Ste. 650
Richardson, Texas 75081
TELEPHONE - (214)-484-7055
PROJECT # - 2019017
DATE - August 2020

NOTES:

The bearings shown and recited herein are referenced to the Texas Coordinate System of 1983 - North Central Zone No. 4202 (NAD83). All distances are surface distances.

There are no easements, improvements, or floodplain lines shown or referenced on this exhibit.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Exhibit B-1
DEPICTION OF THE ETJ PROPERTY

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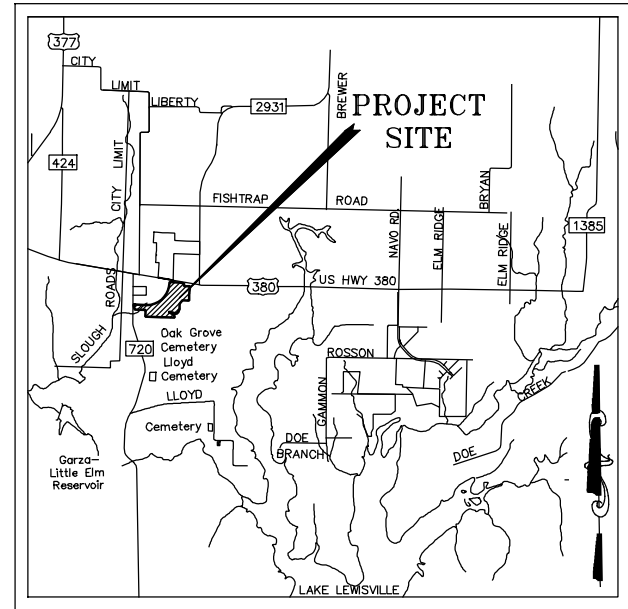
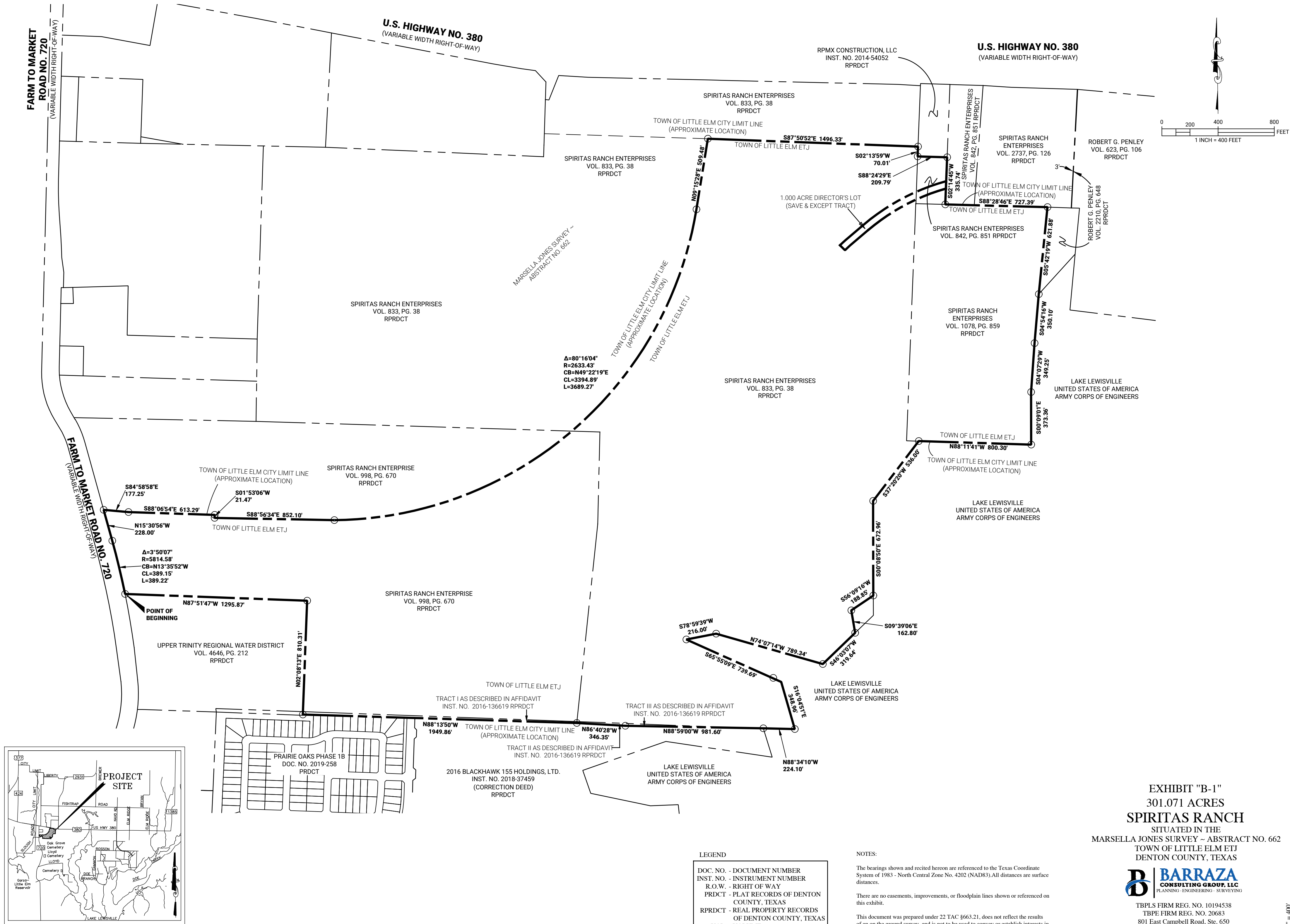


EXHIBIT "B-1"
301.071 ACRES
SPIRITAS RANCH
SITUATED IN THE
MARSELLA JONES SURVEY ~ ABSTRACT NO. 662
TOWN OF LITTLE ELM ETJ
DENTON COUNTY, TEXAS

BARRAZA
CONSULTING GROUP, LLC
PLANNING · ENGINEERING · SURVEYING

TBPLS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 20683
801 East Campbell Road, Ste. 650
Richardson, Texas 75081
TELEPHONE - (214)-484-7055
PROJECT # - 2019017-00
DATE - November 2020

LEGEND

DOC. NO. - DOCUMENT NUMBER
INST. NO. - INSTRUMENT NUMBER
R.O.W. - RIGHT OF WAY
PRDCT - PLAT RECORDS OF DENTON COUNTY, TEXAS
RPRDCT - REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS
VOL. - VOLUME
PG. - PAGE


NOTES:

The bearings shown and recited hereon are referenced to the Texas Coordinate System of 1983 - North Central Zone No. 4202 (NAD83). All distances are surface distances.

There are no easements, improvements, or floodplain lines shown or referenced on this exhibit.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Exhibit C
AUTHORIZED IMPROVEMENTS AND ESTIMATED COSTS

COMMUNITY NAME: <u>Spiritas Ranch</u> PHASES: <u>Full Development</u> CITY OR TOWN: <u>Town of Little Elm, Denton County</u>								GROSS ACREAGE: 548.0 NET ACREAGE: 439.0 TOTAL LOTS: 2,135 TOTAL DENSITY: 4.86
								CREATED BY: MC REVIEWED BY: AB CREATED: 04/06/20 REVISED: 12/21/20
Direct Phase Costs		TOTALS	PHASE 1	PHASE 1L	PHASE 1M	PHASE 2M	PHASE 2H	FUTURE PHASES
	Lot Count	2135	540	109	155	145	240	946
1 Engineering		\$ 4,609,407	\$ 1,245,710	\$ 225,382	\$ 333,499	\$ 289,678	\$ 452,194	\$ 2,062,943
2 Grading Site Preparation		\$ 988,257	\$ 228,241	\$ 46,902	\$ 57,239	\$ 39,056	\$ 63,202	\$ 553,618
3 Water		\$ 4,294,761	\$ 1,277,555	\$ 165,683	\$ 322,987	\$ 261,903	\$ 370,475	\$ 1,896,159
4 Sanitary Sewer		\$ 6,617,983	\$ 2,180,113	\$ 452,883	\$ 512,075	\$ 352,315	\$ 575,985	\$ 2,544,613
5 Storm Drain		\$ 9,992,686	\$ 2,965,160	\$ 311,678	\$ 621,496	\$ 561,212	\$ 557,983	\$ 4,975,158
6 Street Improvements		\$ 14,784,454	\$ 4,223,124	\$ 696,504	\$ 1,126,189	\$ 809,081	\$ 1,236,241	\$ 6,693,316
7a Screening/Landscape Walls		\$ -						
7b Ret Walls		\$ -						
8 Dry Utilities		\$ -						
9 Contingency 5%		\$ 2,064,377	\$ 605,995	\$ 94,952	\$ 148,674	\$ 115,662	\$ 162,804	\$ 936,290
10 District Formation Costs		\$ -						
11 Turn Lane Improvements		\$ -						
12 N/A		\$ -						
Total		\$ 43,351,926	\$ 12,725,898	\$ 1,993,983	\$ 3,122,159	\$ 2,428,906	\$ 3,418,883	\$ 19,662,097
Cost per Lot		\$ 20,305	\$ 23,566	\$ 18,293	\$ 20,143	\$ 16,751	\$ 14,245	\$ 20,784
Major Improvements Costs		TOTALS	PHASE 1	PHASE 1L	PHASE 1M	PHASE 2M	PHASE 2H	FUTURE PHASES
	Lot Count	2135	540	109	155	145	240	946
1 Engineering		\$ 3,198,142	\$ 1,073,940	\$ 183,836	\$ 195,082	\$ 128,415	\$ 181,860	\$ 1,435,008
2 Grading Site Preparation		\$ -						
3 Water		\$ 1,071,650	\$ 407,883	\$ 103,810	\$ 47,028	\$ 32,215	\$ 57,820	\$ 422,894
4 Sanitary Sewer		\$ 5,954,900	\$ 1,823,800	\$ 40,013	\$ -	\$ -	\$ 250,850	\$ 3,840,238
5 Storm Drain		\$ 2,455,591	\$ 319,720	\$ -	\$ 228,760	\$ -	\$ -	\$ 1,907,111
6 Street Improvements		\$ 4,155,459	\$ 1,815,889	\$ 477,567	\$ 266,755	\$ 8,170	\$ 411,095	\$ 1,175,983
7a Screening/Landscape Walls		\$ 3,450,000	\$ 1,260,000	\$ 460,000	\$ 260,000	\$ 370,000	\$ 350,000	\$ 750,000
8 Dry Utilities - Spiritas Median		\$ 1,362,125	\$ 1,189,125	\$ 173,000	\$ -	\$ -	\$ -	\$ -
9 Contingency 5%		\$ 1,265,977	\$ 507,095	\$ 73,455	\$ 67,131	\$ 44,190	\$ 62,581	\$ 511,524
10 District Formation Costs		\$ 1,200,000	\$ 1,200,000					
11 Turn Lane Improvements		\$ 1,725,000	\$ 690,000	\$ -	\$ 345,000	\$ 345,000	\$ -	\$ 345,000
12 Common Area Amenities & Trails		\$ 746,670	\$ 361,550	\$ 30,880	\$ -	\$ -	\$ -	\$ 354,240
Total		\$ 26,585,514	\$ 10,649,001	\$ 1,542,561	\$ 1,409,757	\$ 927,990	\$ 1,314,207	\$ 10,741,998
Cost per Lot		\$ 12,452	\$ 19,720	\$ 14,152	\$ 9,095	\$ 6,400	\$ 5,476	\$ 11,355
Private Costs		TOTALS	PHASE 1	PHASE 1L	PHASE 1M	PHASE 2M	PHASE 2H	FUTURE PHASES
	Lot Count	2135	540	109	155	145	240	946
1 Engineering		\$ 1,480,306	\$ 388,427	\$ 75,580	\$ 104,985	\$ 99,335	\$ 162,558	\$ 649,422
2 Grading Site Preparation		\$ 7,623,125	\$ 2,065,538	\$ 405,299	\$ 541,305	\$ 528,299	\$ 848,853	\$ 3,233,831
3 Water		\$ -						
4 Sanitary Sewer		\$ -						
5 Storm Drain		\$ -						
6 Street Improvements		\$ -						
7a Screening/Landscape Walls		\$ -						
7b Ret Walls		\$ 4,903,000	\$ 1,383,000	\$ 234,300	\$ 318,400	\$ 298,400	\$ 482,300	\$ 2,186,600
8 Dry Utilities		\$ 2,135,000	\$ 540,000	\$ 109,000	\$ 155,000	\$ 145,000	\$ 240,000	\$ 946,000
9 Contingency 5%		\$ 957,072	\$ 318,848	\$ 41,209	\$ 55,984	\$ 53,552	\$ 86,686	\$ 400,793
10 District Formation Costs		\$ -						
11 Turn Lane Improvements		\$ -						
12 Amenity Center		\$ 3,000,000	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
Total		\$ 20,098,502	\$ 6,695,813	\$ 865,388	\$ 1,175,674	\$ 1,124,585	\$ 1,820,397	\$ 8,416,645
Cost per Lot		\$ 9,414	\$ 12,400	\$ 7,939	\$ 7,585	\$ 7,756	\$ 7,585	\$ 8,897
TOTALS		\$ 90,035,942	\$ 30,070,712	\$ 4,401,932	\$ 5,707,590	\$ 4,481,482	\$ 6,553,487	\$ 38,820,740
per lot		\$ 42,171	\$ 55,687	\$ 40,385	\$ 36,823	\$ 30,907	\$ 27,306	\$ 41,037
40' Lots	868		175	0	80	71	143	399
50' Lots	962		300	109	75	74	97	307
60' Lots	305		65	0	0	0	0	240
Total Lots	2135		540	109	155	145	240	946

THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT EVALUATION ONLY.

NOTES

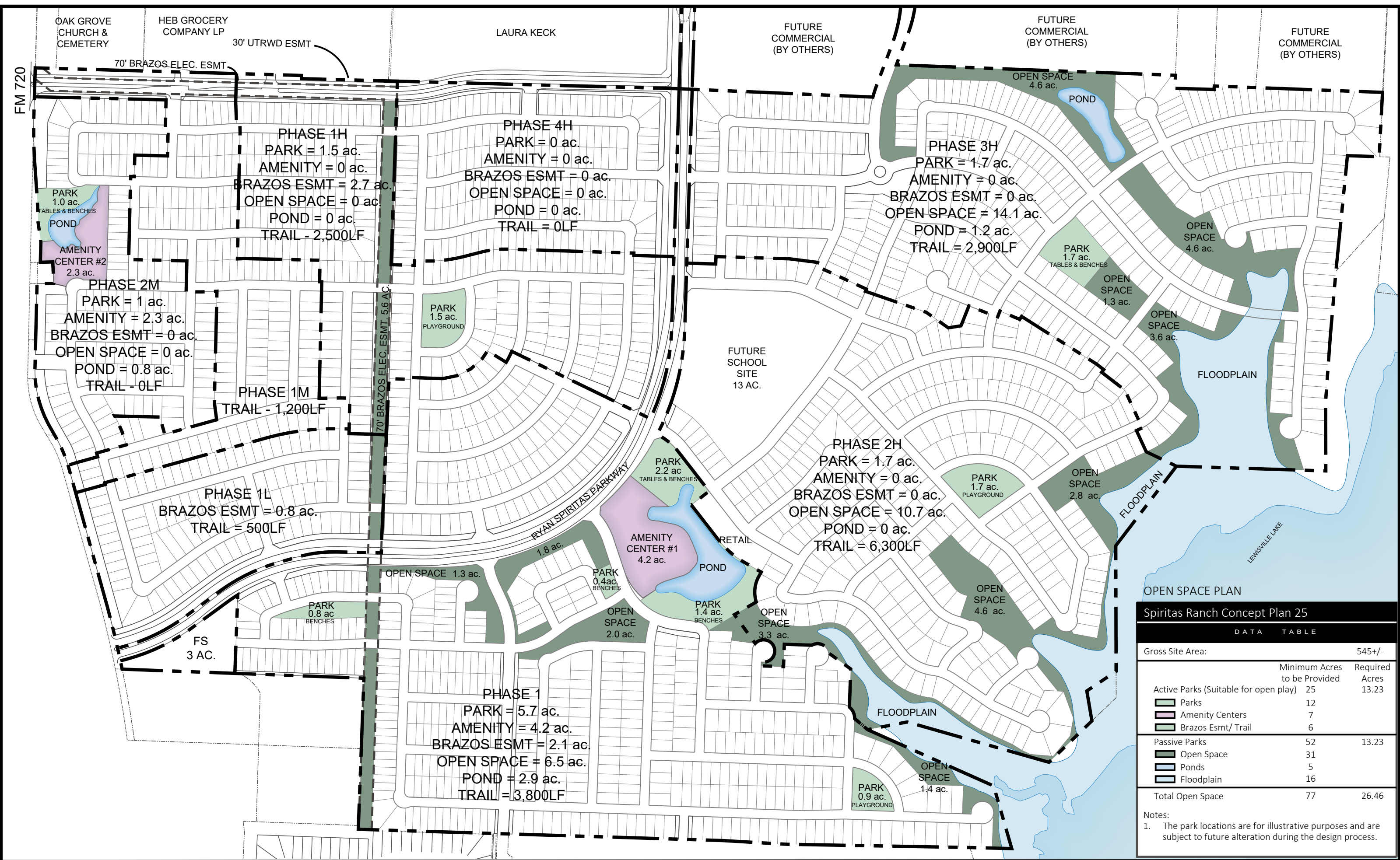
¹ Development cost does not include: City/District/County Fees, Bonds, & Permits

² Development cost does not include: Rock Excavation, Landscaping, Irrigation, Monumentation, or Common Area Amenities

³ Professional Fees do not include: Land Entitlements, Feasibility, Boundary Survey, Topographic Survey, Tree Survey, Flood Studies, Geotechnical, Environmental, Wetlands SWPPP Administration, or Traffic Studies.







Exhibit D
CONCEPT PLAN

Exhibit D-1
PARKS AND OPEN SPACE



OPEN SPACE PLAN

Spiritas Ranch Concept Plan 25

DATA TABLE		
Gross Site Area:		545+/-
	Minimum Acres to be Provided	Required Acres
Active Parks (Suitable for open play)		25 13.23
	Parks	12
	Amenity Centers	7
	Brazos Esmt/ Trail	6
Passive Parks		52 13.23
	Open Space	31
	Ponds	5
	Floodplain	16
Total Open Space		77 26.46

Notes:

- The park locations are for illustrative purposes and are subject to future alteration during the design process.

Exhibit D-2
TRAILS



TRAIL PLAN	
Spiritas Ranch Concept Plan 25	
DATA TABLE	
Gross Site Area:	549+/-
8' Trail	17,200 LF
Flowage Easement = 537 Elevation	

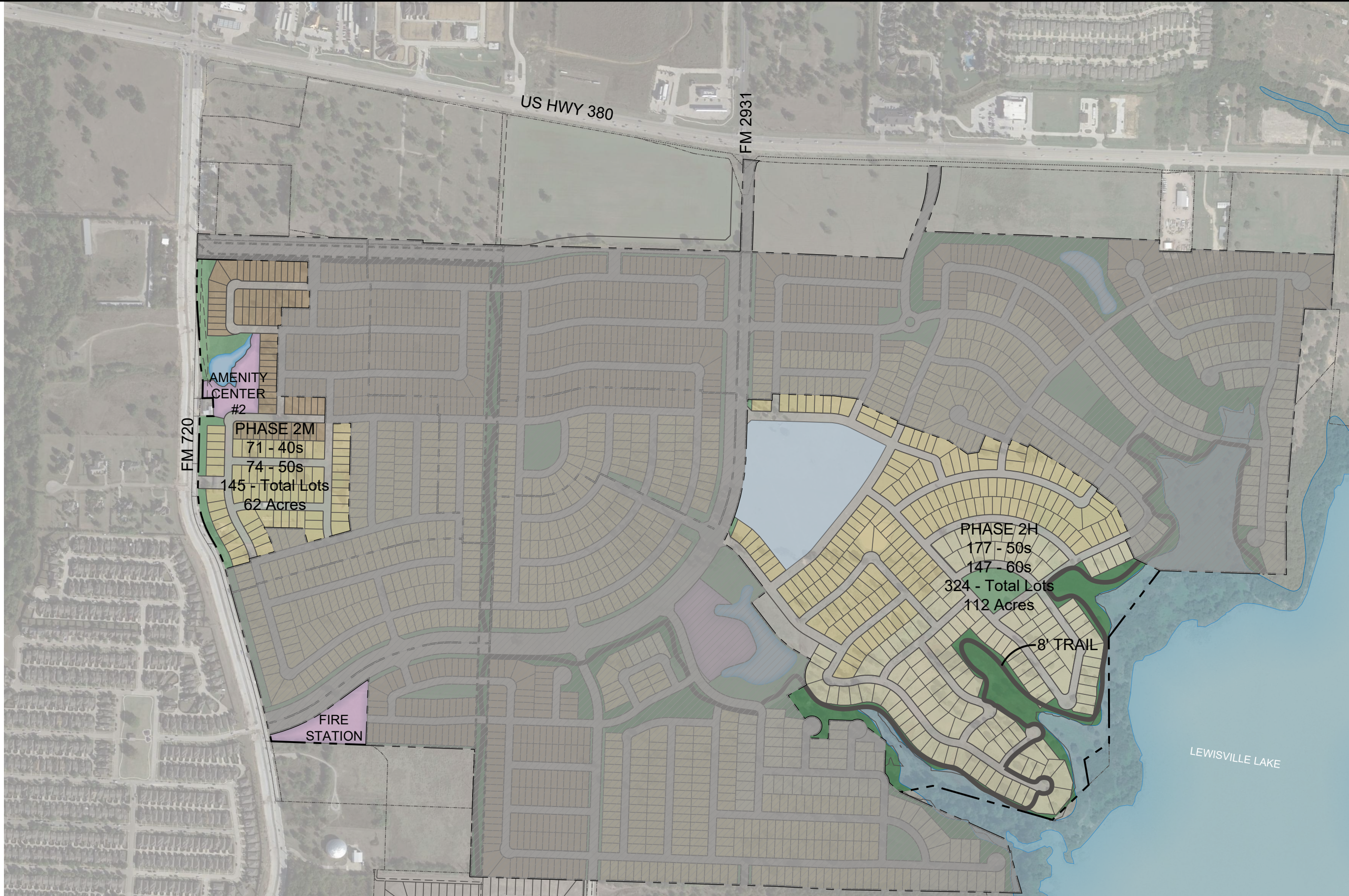
Exhibit D-3
PHASING PLAN

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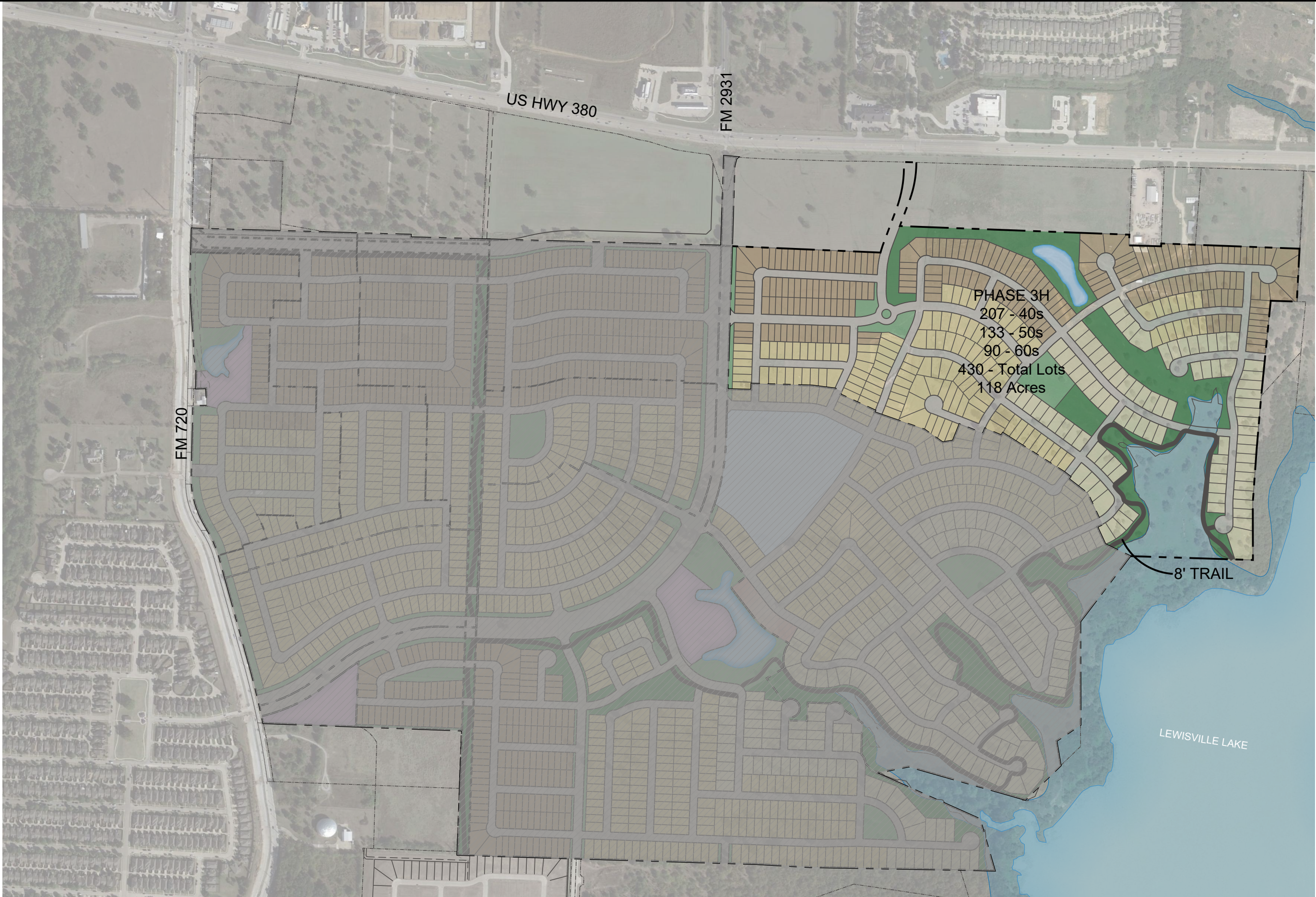
- Notes:
1. Phase 1 construction to be completed 24 months after first PID Bond funding issued.
 2. Amenity Center #1 to start construction 90 days after acceptance of Phase 1.

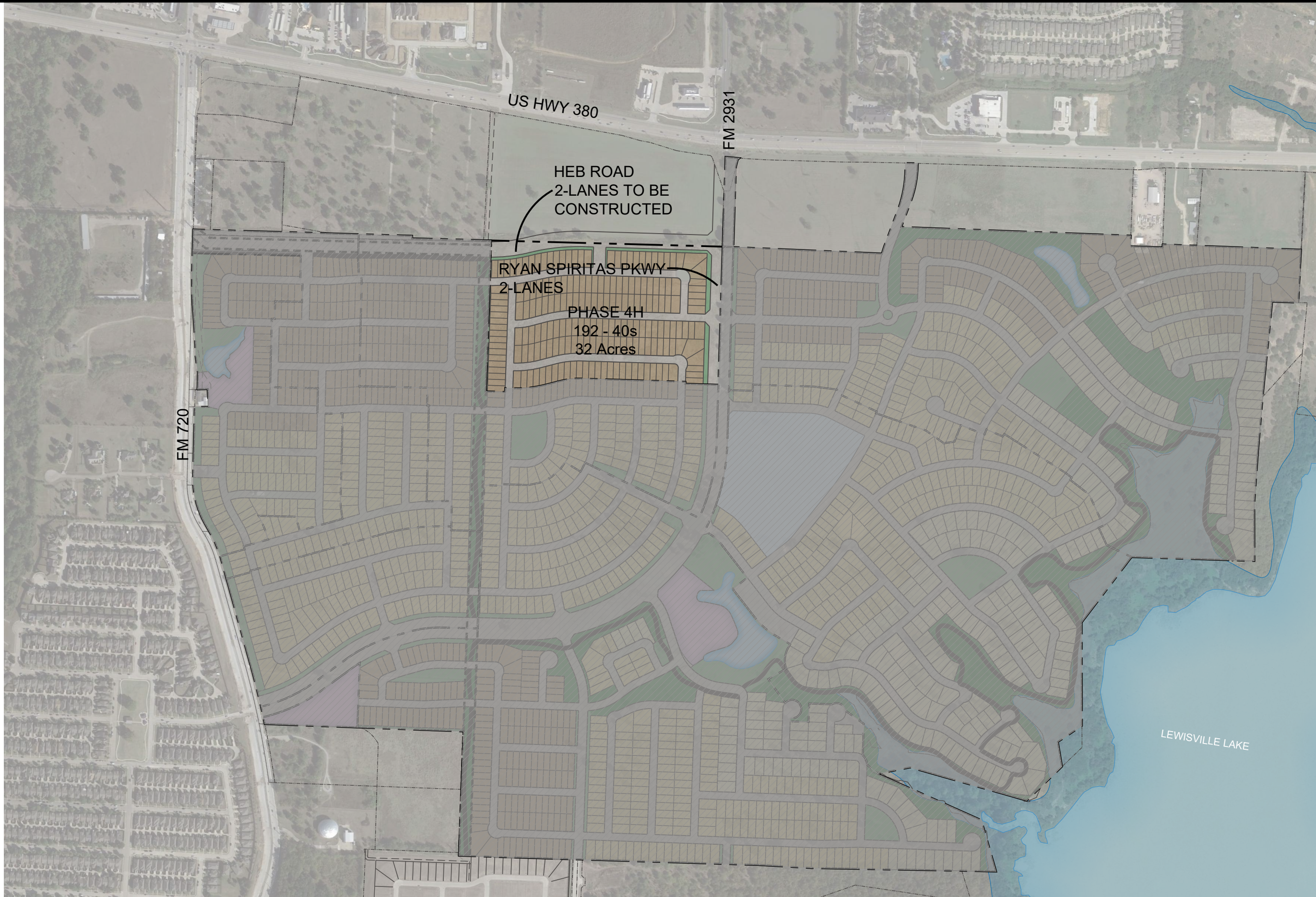
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- Notes:
1. Amenity Center #2 to start construction 90 days after the acceptance of Phase 2.
 2. The fire station construction to begin after issuance of 1,250th building permit.

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**SPIRITAS RANCH DEVELOPMENT
TOWN OF LITTLE ELM , DENTON COUNTY, TEXAS**

Exhibit D-4
PRIVATE AMENITIES (BY PHASE)

Exhibit D-4
PRIVATE AMENITIES
LOCATION: AMENITY CENTERS - PARKS - TRAILS - OPEN SPACE

PHASE 1

- FIVE (5) IRRIGATED PARKS, INCLUDING :
 - 2.2 Acre Park (with tables and benches)
 - 1.4 Acre Park (with benches)
 - 0.4 Acre Park (with benches)
 - 0.9 Acre Park (with playground)
 - 0.8 Acre Park (with benches)
- 4.2-ACRE AMENITY CENTER SITE
- 6.5 ACRES OF IRRIGATED NATURAL OPEN SPACE
- 2.9-ACRE POND
- 3,800 LF OF TRAILS

PHASE 1 L

- 500 LF OF TRAILS

PHASE 1 M

- 1,200 LF OF TRAILS

PHASE 1H

- 1.5-ACRE IRRIGATED PARK (with playground)
- 2,500 LF OF TRAILS

PHASE 2 M

- 1-ACRE IRRIGATED PARK (with tables and benches)
- 0.8-ACRE POND
- 2.3-ACRE AMENITY CENTER SITE

PHASE 2H

- 1.7-ACRE IRRIGATED PARK (with playground)
- 10.7 ACRES OF IRRIGATED NATURAL OPEN SPACE
- 6,300 LF OF TRAILS

PHASE 3H

- 1.7-ACRE IRRIGATED PARK (with tables and benches)
- 14.1 ACRES OF IRRIGATED NATURAL OPEN SPACE
- 1.2-ACRE POND
- 2,900 LF OF TRAILS

PHASE 4H

- UTILIZES AMENITIES IN ADJOINING PHASES

Note (1): All acreages and linear feet of the private amenities listed above are approximates only and are subject to change.

Note (2): The developer will provide or cause to be provided playground equipment, in certain phases where noted above, of a similar type to the playground equipment shown on the following page.

Sample Playground Equipment



Exhibit E
DEVELOPMENT STANDARDS

SPIRITAS RANCH DEVELOPMENT STANDARDS – REVISION 9

I. LOT TYPE REGULATIONS

Spiritas Ranch Development will include a variety of lot types in order to achieve the goals established for the district. The lot types and requirements for each shall be as follows:

A. Lot Type SF-4A:

1. Permitted Uses: Land use shall comply with uses permitted for SF-4 Single-Family District in Section 106-05-01 of the Town of Little Elm Zoning Ordinance. The following additional uses are permitted by right or requires administrative approval only as provided below:
 - a. Model homes (inclusive of early permits) - permitted by right
 - b. Temporary sales offices - permitted by right
 - c. Temporary construction offices - permitted by right
 - d. Temporary asphalt batch plants - requires administrative approval only
 - e. Temporary concrete batch plants – requires administrative approval only
 - f. Temporary construction yards - permitted by right
 - g. Concrete Washouts - permitted by right
2. Height Regulations: No building shall exceed thirty-five feet (35') or two and one-half (2-1/2) stories in height.
3. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size: 4,500+/- square feet (minimum)

Lot coverage: The combined area covered by all main buildings and accessory structures shall not exceed fifty-five percent (55%) of the total lot area. Driveways, flatwork, swimming pools and spas shall not be included in determining maximum building coverage.

Minimum Floor Area: The minimum square footage of a dwelling unit, exclusive of garages, breezeways, and porches, shall be 1,800 square feet, with the exception that no more than 10% of homes or dwellings being allowed to be 1,500 square feet minimum.

Front Yard: 20 feet minimum

Rear Yard:	(20') feet minimum (excludes outdoor areas such as patios, outdoor kitchens, etc.)
Side Yard:	5 feet minimum
Side Yard Adj. to Street:	15 feet minimum
Lot Width:	40 feet minimum (measured at front building line)
Garage:	May face front or side street.

B. Lot Type SF-4B:

1. Permitted Uses: Land use shall comply with uses permitted for SF-4 Single-Family District in Section 106-05-01 of the Town of Little Elm Zoning Ordinance. The following additional uses are permitted by right or requires administrative approval only as provided below:
 - a. Model homes (inclusive of early permits) – permitted by right
 - b. Temporary sales offices - permitted by right
 - c. Temporary construction offices – permitted by right
 - d. Temporary asphalt batch plants – requires administrative approval only
 - e. Temporary concrete batch plants – requires administrative approval only
 - f. Temporary construction yards – permitted by right
 - g. Concrete Washouts – permitted by right
2. Height Regulations: No building shall exceed thirty-five feet (35') or two and one-half (2-1/2) stories in height.
3. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	5,650+/- square feet (minimum)
Lot coverage:	The combined area covered by all main buildings and accessory structures shall not exceed fifty-nine percent (59%) of the total lot area. Driveways, flatwork, swimming pools and spas shall not be included in determining maximum building coverage.
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways, and porches, shall be 2,000 square feet, with the

exception that no more than 10% of homes or dwellings being allowed to be 1,800 square feet minimum.

Front Yard:	20 feet minimum
Rear Yard:	(20') feet minimum (excludes outdoor areas such as patios, outdoor kitchens, etc.)
Side Yard:	5 feet minimum
Side Yard Adj. to Street:	15 feet minimum
Lot Width:	50 feet minimum (measured at front building line)
Garage:	May face front or side street.

C. Lot Type SF-4C:

1. Permitted Uses: Land use shall comply with uses permitted for SF-4 Single-Family District in Section 106-05-01 of the Town of Little Elm Zoning Ordinance. The following additional uses are permitted by right or requires administrative approval only as provided below:
 - a. Model homes (inclusive of early permits) – permitted by right
 - b. Temporary sales offices – permitted by right
 - c. Temporary construction offices – permitted by right
 - d. Temporary asphalt batch plants – requires administrative approval only
 - e. Temporary concrete batch plants – requires administrative approval only
 - f. Temporary construction yards – permitted by right
 - g. Concrete Washouts – permitted by right
2. Height Regulations: No building shall exceed thirty-five feet (35') or two and one-half (2-1/2) stories in height.
4. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	7,100+/- square feet (minimum)
Lot coverage:	The combined area covered by all main buildings and accessory structures shall not exceed sixty-three percent (63%) of the total lot area. Driveways, flatwork, swimming

pools and spas shall not be included in determining maximum building coverage.

Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be 2,000 square feet.
Front Yard:	20 feet minimum
Rear Yard:	(20') feet minimum (excludes outdoor areas such as patios, outdoor kitchens, etc.)
Side Yard:	5 feet minimum
Side Yard Adj. to Street:	15 feet minimum
Lot Width:	60 feet minimum (measured at front building line)
Garage:	May face front or side street.

D. Commercial Development Regulations:

1. Permitted Uses: Land use and structures shall comply with the requirements for the "LC" Light Commercial District in Section 106-05-01 of the Town of Little Elm Zoning Ordinance. Architectural and site design shall comply with the Town's current standards. In addition, the following uses are permitted by right or requires administrative approval only as provided below:

- a. Private club/Amenity Center – permitted by right
- b. Model homes – permitted by right
- c. Temporary sales offices – permitted by right
- d. Temporary construction offices - permitted by right
- e. Temporary asphalt batch plants – requires administrative approval only
- f. Temporary construction yards – permitted by right
- g. Temporary concrete batch plants – requires administrative approval only

II. DEVELOPMENT AND DESIGN STANDARDS

A. Street: The following street types shall establish the criteria for streets allowed within Spiritas Ranch Development.

- 1. Ryan Spiritas Parkway (P6D-2 Primary Arterial-2, Divided, 140' Right-of-Way).

Public Right-of-Way Width:	140'
Pavement Width:	Two (2) – 25' B/B
Pavement Section:	8", 3,600 psi concrete
Curb Radii:	20'
Sidewalk Width:	6' ⁽¹⁾
Landscape Median (Measured from Back-of-Curb):	20' in Width
Parkway Width:	35'
Parking:	No parking allowed

⁽¹⁾ Sidewalks shall be constructed on both sides of Ryan Spiritas Parkway

2. New HEB Road (M4D-1 Minor Arterial-1, Divided, 100' Right-of-Way)⁽¹⁾.

Public Right-of-Way Width:	100'
Pavement Width:	Two (2) – 25' B/B
Pavement Section:	8", 3,600 psi concrete
Curb Radii:	20'
Sidewalk Width:	6'
Landscape Median (Measured from Back-of-Curb):	20' in Width
Parkway Width:	15'
Parking:	No parking allowed

⁽¹⁾ Spiritas Ranch Development shall only be responsible for constructing the two (2) southern lanes. Utilities shall be within ROW. No adjacent landscape buffer shall be required.

3. Collector (C2U – Collector, 60' Right-of-Way)

Public Right of Way Width:	60'
Pavement Width:	37' B/B
Pavement Section:	6", 3,600 psi concrete
Curb Radii:	20'
Minimum Centerline Radius for Curves:	100'
Minimum Tangent between Reverse Curves:	0'
Minimum Sidewalk Width:	5'
Parkway Width:	11.5'

4. Urban Mix Residential (R – Residential Street, 50' Right-of-Way)

Classification: Designed to provide access to residential areas.

Public Right of Way Width:	50'
Pavement Width:	31' B/B

Pavement Section:	6", 3,600 psi concrete
Curb Radii:	20'
Minimum Centerline Radius for Curves:	100'
Minimum Tangent between Reverse Curves:	0'
Minimum Sidewalk Width:	5'
Parkway Width:	9.5'
Parking:	Allowed on both sides

B. Residential Architectural Design Standards: All development within Spiritas Ranch Development shall comply with Section 106-06 of the Town of Little Elm Zoning Ordinance with the following modification:

1. Minimum masonry requirement. The front facing exterior facades of the main building or structure shall be constructed of 100 percent masonry finishing material that is comprised of brick, stone, cast stone, or a combination thereof. The overall minimum masonry content of all facades shall be 85 percent. Stucco or other cementitious materials such as hardie board may be used as a secondary design feature with no more than 15 percent of any facade other than those facing a right-of-way being made up of this material. Other materials of equal or similar characteristics may be allowed at the discretion of the director.
2. Alternate stucco architecture. If a home is designed with a specific architectural style that warrants the use of stucco as the primary exterior material, including but not limited to Mediterranean, Spanish, southwest or modern, then the use of stucco as a primary material will be allowed. All elements of the architectural style must be consistently incorporated, including but not limited to composition roof and clay roof tiles, typical of the style. Residences with primarily stucco finishes may be accented with heavy wood beams, stonework or other features to enhance the style. Elevations with no discernable style that simply disregard the required masonry requirement will not be considered.
3. Cementitious fiberboard and engineered wood. Cementitious fiberboard or engineered wood may constitute up to 50 percent of the exterior facades of stories other than the first floor if the 85 percent masonry finishing materials is maintained overall. Cementitious fiberboard or engineered wood may also be used for architectural features, including window box-outs, bay windows, roof dormers, columns, chimneys not part of an exterior wall, or other architectural features approved by the director.
4. Elevation repetition. Each unique house elevation shall not be repeated on the lot most directly across the street, nor shall it be repeated on four lots in either direction on the same side of the street. A wide variety of elevations is desired as it augments the character of the subdivision and reduces

monotony of design. Houses that have a primarily stucco exterior shall be limited to three per block face.

5. Elevation masonry mix and pattern. Front elevations may use more than one type of masonry construction in a variety of patterns to vary the architectural appeal of the streetscape.
6. Doors. Garage doors and front entry doors visible from the right-of-way shall consist of stained cedar, redwood, spruce, fir or other hardwood, or other products, including products that are not wood but have a wood appearance, including fiberglass, aluminum/ metal or hardie and approved by the director. Garage doors shall not be required to have reveals or textures or be recessed from garage face.
7. Some front porches shall be bricked.
8. Front Door enhancement. Homes shall be designed in a manner that enhances the front door rather than the garage door and shall include one of the following or other gifts to streets:
 - Front Porch
 - Columns/ Gateways/ Articulation
 - Or Other Gifts to the Streets
9. Gifts to the Street: All buildings constructed shall include decorative driveway paving (e.g. salt finish, exposed aggregate, or other treatments approved by the town's building official) and at least three (3) of the following below listed design features to provide visual relief along the front of the residence:
 - Garage door(s) with hardware;
 - Carriage style garage door(s) with hardware;
 - Architectural pillars or posts;
 - Bay window(s);
 - Brick chimney on exterior wall;
 - Cast stone accents;
 - Covered front porches (minimum of 30 square feet covered by main roof or an architectural extension);
 - Cupulas or turrets;
 - Dormers or gables;
 - Garage door not facing the street (J-swing garage style);
 - Roof accent upgrades (e.g. metal, tile, slate, solar tiles);
 - Recessed entries a minimum of three feet deeper than main front facade;
 - Greater than 6:12 primary roof pitch, or variable roof pitches;
 - Transom windows;
 - Shutters;

8' Front door
Colored mortar
Brick smaller than "King Size"
Masonry arches;
Mixed masonry patterns (over and above what is required by section 106.06.02(b)(5));
Hanging or Coach lights at entrances;
Decorative attic or gable feature, minimum two square feet in size (e.g. vent, window, brick detail);
Divided Light Windows on the front;
Colored Windows – tan or black;
Decorative Hardware on front door or sconces next to front door;
Exposed rafter tails.

C. Landscape Standards:

1. Trees planted within the median and common areas adjacent to Ryan Spiritas Parkway, and landscape buffers shall be a minimum 3" caliper and shall be planted at a ratio of one (1) tree per each fifty (50) linear feet of street frontage. Trees planted within these common spaces may be planted in groupings, clusters or masses.
2. Amenity retention (wet) ponds shall be designed in a manner to be an amenity to the development by providing a gentle six-to-one (6:1) slope (a partial decorative stone retaining wall may be allowed), a large canopy tree for each 75 linear feet of the perimeter (which may be clustered), fountains, and trash receptacles. Such ponds shall include aeration to ensure water quality. The area shall be accessible by patrons and be maintained by the property owner or established property owners association.
3. Amenity detention (dry) ponds shall be designed in a manner to be an amenity to the development by providing a gentle six-to-one (6:1) slope (a partial decorative stone retaining wall may be allowed), a large canopy tree for each 50 linear feet of the perimeter (which may be clustered), benches and trash receptacles.
4. At least one (1) small ornamental tree, per lot, shall be planted in the side yard of lots adjacent to a street. Trees shall be a minimum 3.0" caliper.
5. Tree Requirements:

Each lot shall have a minimum of two (2) total trees with a combined minimum caliper of 6-inches.

6. No tree mitigation will be required for this project.
7. All front yard landscape beddings are not required to be edged with masonry.

D. Residential fences: All residential fences shall be 6-foot cedar board on board fencing with a top cap on all sides of the lots.

III. GENERAL SUBDIVISION POLICIES

1. No alleys are required within the Spiritas Development.
2. Trails:
 - a. All trails shall be 8' wide with a minimum 15' wide level ground surface.
3. (j) (7) a. Parallel Streets – Remove section 107.08.02 (j)(7) a. This section requires 60% of the frontage of creeks to be by ROW.
4. (j) (7) b. Cul-de-sac streets – Remove section 107.08.02 (j)(7) b. This section limits the placement of cul-de-sacs, disallows multiple cul-de-sacs in a row, and adds a requirement for a feature at the end of the cul-de-sac. Also puts restrictions on how many cul-de-sacs can be closed off to the floodplain.
5. (j)(8) Setbacks. Adjust side yard setbacks adjacent to creeks/shorelines to be 15' minimum.

Section 107.08.03 – Streets and alleys

6. (b)(5) Maximum street length. “No street shall be more than 1,000 feet in length”. Change to “1,200”
7. (6) Curvilinear requirement. Remove this paragraph. “When a residential street length exceeds 500 feet but is less than 1,000 feet in length, the design of the street shall include a curve of between 100 to 200 feet radius for a length equal to the curve radius.”
8. (7) Street calming methods. Remove this paragraph.

Section 107.08.06 – Other subdivision regulations

9. (e)(3)a. Remove paragraph. Section is requirement for live-screening of franchise utility ground-mounted equipment - 3' spacing of five-gallon shrubs

Section 107.09.01 – Applicability and general requirements

10. (b)(5) Non-residential uses adjacent to parks. Revise section to remove requirement that use cannot back up to park/open space.
11. (b)(6) Street abutting a park. Remove 2nd sentence that may require streets abutting open space to be increased width from 31' to 37'.

ENGINEERING DESIGN STANDARDS

Section 3.0 – Drainage design requirements

12. E. – Remove requirement for concrete lining of channels based on CA values. Concrete should remain as an option, but not a requirement. Alternative stabilization techniques shall be approved by the Town Engineer if lining of channel is not concrete.

Section 5.0 – Other Improvements

Electric Power and Telephone Service – All powerlines, excluding those preexisting transmission lines, shall be buried.

Exhibit E-1
FIRE STATION EMS CENTER SPECIFICATIONS



Centurion American Development Group
1800 Valley View Lane Ste 300
Farmers Branch, TX 75234
469-892-7200 469-892-7202 (fax)

The proposed new Fire Station EMS Center (the “Fire Station”) to be built in the Spiritas Ranch development will include approximately 14,020 square feet, which includes approximately 12,580 square feet on the ground floor and a mezzanine of approximately 1,440 square feet. The specifications for the Fire Station are as follows:

- Living quarters to be approximately 6,465 square feet and includes the following:
 - Kitchen
 - Dining Room
 - Training Area
 - Day Room
 - Lockers
 - Bunk Room
 - Laundry Space
 - Captains Space
- Three bays with roll-up doors front and rear- Apparatus Bay Area = approximately 5,065 square feet
- Gear Extractor Area to be approximately 1,050 square feet and includes the following:
 - Workshop
 - Storage
 - Decon Space
 - Bunker Gear Storage
 - Extractor Room
 - Electrical/Mechanical Room
- The Fire Station façade will include standard face brick, stone and/or masonry.
- Standard windows and doors will be used
- Standard aluminum exterior lettering (excludes bronze, backlit or custom lettering or signage)
- The Fire Station structure may be a mix of load bearing concrete masonry units, metal studs, prefabricated light gauge trusses and/or some steel
- In the event the Town opts to upgrade specifications or increase square footages for the Spiritas Fire Station, over and above the original finish-out level of Little Elm Fire Station #3, the town may do so, however any such overage shall be paid for by the town.

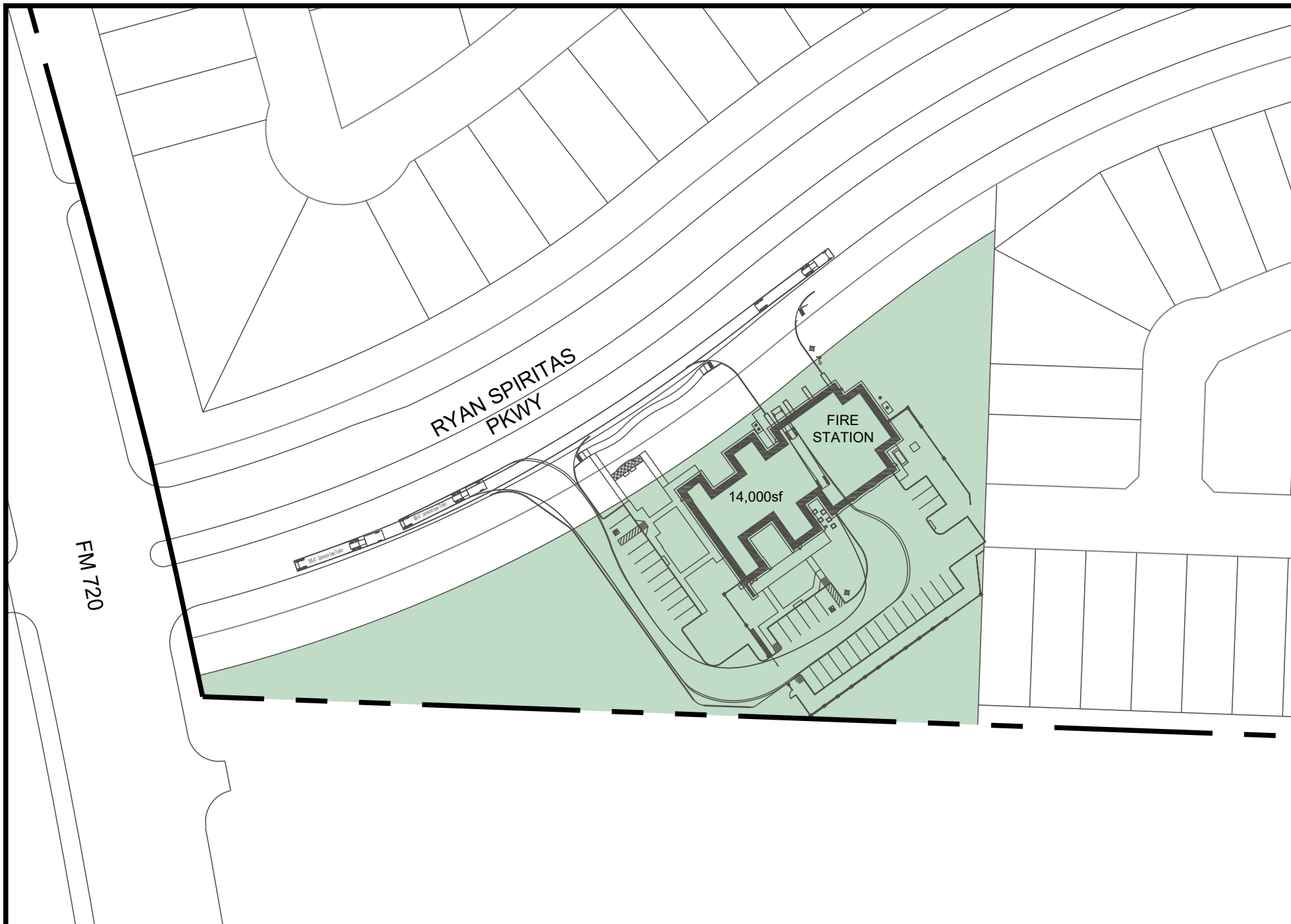
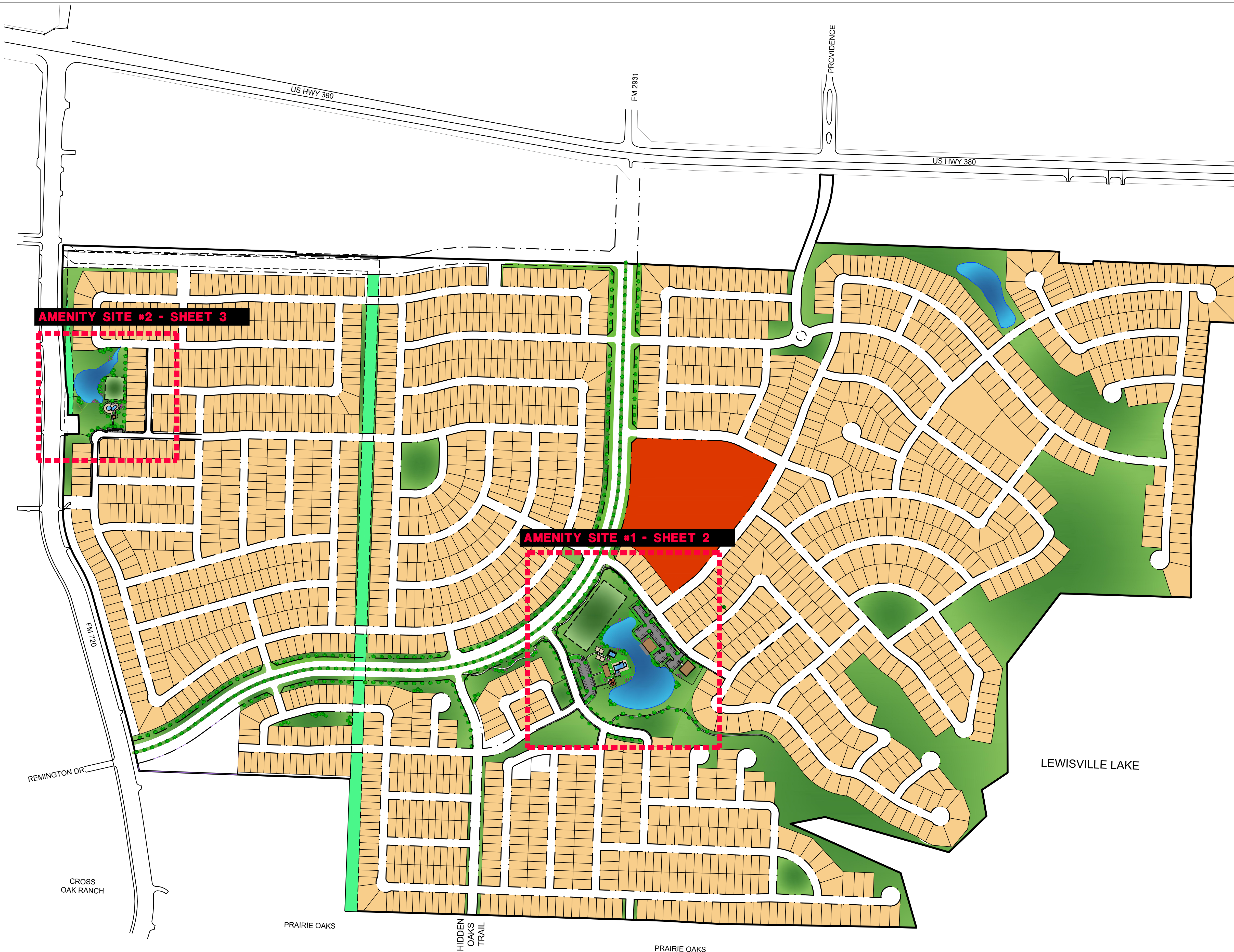


Exhibit F
AMENITY SITES

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AMENITY SITE #1
SITE LANDSCAPE
1. STREET TREES AT 1 - 3" CALIPER TREE PER 50 LF OF STREET FRONTAGE
2. ENHANCED LANDSCAPE AREA 15,000 SF
3. UNDERGROUND AUTOMATIC IRRIGATION SYSTEM

POOL AREA (PHASE 1)
PHASE 1 OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION
NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 1 LOTS

1. CABANA	5,200 SF
2. POOL	3,000 SF
3. POOL DECK	5,200 SF
4. KID POOL	1,000 SF
5. PLAY GROUND	1,200 SF
6. OPEN PLAY	46,375 SF
7. POND	2.70 ACRES
8. 8' H/B TRAIL	4,160 SF
9. 6' SIDEWALK	11,550 SF - PERIMETER
10. PARKING	
31 SPACES PLUS 2 HANDICAP SPACES (33 TOTAL)	

RESTAURANT / CONVENIENCE STORE (PHASE 3)
PHASE 3 OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION WITHIN 90 DAYS
OF ISSUANCE OF THE 1,500TH BUILDING PERMIT.

1. REST. / STORE	5,000 SF
2. OUTDOOR DINING	1,500 SF
3. RETAIL	3,000 SF
4. PARKING	
69 SPACES PLUS 6 HANDICAP SPACES (74 TOTAL)	

AMENITY SITE #2 (PHASE 2)
PHASE 2 - AMENITY SITE TWO (2) TO BEGIN CONSTRUCTION
NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 2 LOTS

1. CABANA	280 SF
2. POOL	1,600 SF
3. OPEN PLAY	16,000 SF
4. POND	0.81 ACRES
5. 6' SIDEWALK	1,025 SF
6. 5' SIDEWALK	2,550 SF
7. PARKING	
7 SPACES PLUS 1 HANDICAP SPACE (8 TOTAL)	

300 150 0 300 600
1" = 300' - 0"

STUDIO 13
DESIGN GROUP

Studio 13 Design Group, PLLC.
386 W. Main Street
Lewisville, Texas 75057
469-635-1900
TBAE Firm #BR643

Spiritas Ranch

OVERALL SITE

Plotted by: ##### Plot Date: 1/27/2021 11:42 AM

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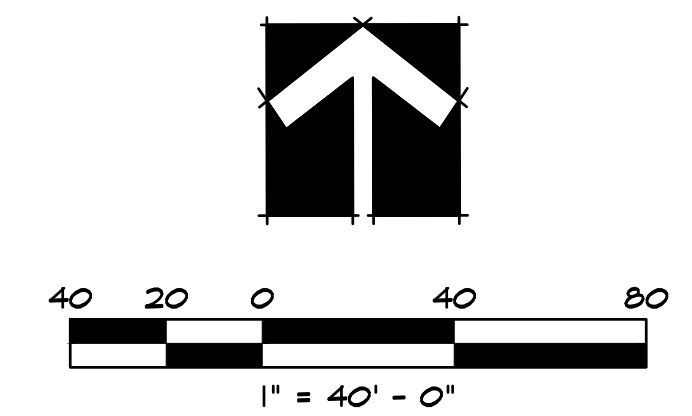


- AMENITY SITE #1**
SITE LANDSCAPE
1. STREET TREES AT 1 - 3" CALIPER TREE PER 50 LF OF STREET FRONTAGE
 2. ENHANCED LANDSCAPE AREA 15,000 SF
 3. UNDERGROUND AUTOMATIC IRRIGATION SYSTEM

- POOL AREA (PHASE 1)**
PHASE 1 OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION
NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 1 LOTS
- | | |
|-----------------|-----------------------|
| 1. CABANA | 5,200 SF |
| 2. POOL | 3,000 SF |
| 3. POOL DECK | 5,200 SF |
| 4. KID POOL | 1,000 SF |
| 5. PLAY GROUND | 1,200 SF |
| 6. OPEN PLAY | 46,375 SF |
| 7. POND | 2.70 ACRES |
| 8. 8' H/B TRAIL | 4,160 SF |
| 9. 6' SIDEWALK | 11,550 SF - PERIMETER |
| 10. PARKING | |
- 31 SPACES PLUS 2 HANDICAP SPACES (33 TOTAL)

- RESTAURANT / CONVENIENCE STORE (PHASE 3)**
PHASE 3 OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION WITHIN 90 DAYS
OF ISSUANCE OF THE 1,500TH BUILDING PERMIT.
- | | |
|-------------------|----------|
| 1. REST. / STORE | 5,000 SF |
| 2. OUTDOOR DINING | 1,500 SF |
| 3. RETAIL | 3,000 SF |
| 4. PARKING | |
- 64 SPACES PLUS 6 HANDICAP SPACES (74 TOTAL)

- AMENITY SITE #2 (PHASE 2)**
PHASE 2 - AMENITY SITE TWO (2) TO BEGIN CONSTRUCTION
NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 2 LOTS
- | | |
|----------------|------------|
| 1. CABANA | 280 SF |
| 2. POOL | 1,600 SF |
| 3. OPEN PLAY | 16,000 SF |
| 4. POND | 0.81 ACRES |
| 5. 6' SIDEWALK | 1,025 SF |
| 6. 5' SIDEWALK | 2,550 SF |
| 7. PARKING | |
- 7 SPACES PLUS 1 HANDICAP SPACE (8 TOTAL)



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FM 720

POND
0.81 ACRES

TURF AREA

OPEN PLAY
16,00 SF

CANOPY TREES
3" CALIPER

2,550 SF
POOL DECK

6'-0" HT. ORN.
METAL FENCE

280 SF
CABANA

ENHANCED LANDSCAPE

CANOPY TREES
3" CALIPER

6'-0" CONCRETE
SIDEWALK

CANOPY TREES
3" CALIPER

TURF AREA

AMENITY SITE #1

SITE LANDSCAPE

1. STREET TREES AT 1 - 3" CALIPER TREE PER 50 LF OF STREET FRONTAGE
2. ENHANCED LANDSCAPE AREA 15,000 SF
3. UNDERGROUND AUTOMATIC IRRIGATION SYSTEM

POOL AREA (PHASE 1)

PHASE 1 OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION
NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 1 LOTS

- | | |
|---|-----------------------|
| 1. CABANA | 5,200 SF |
| 2. POOL | 3,000 SF |
| 3. POOL DECK | 5,200 SF |
| 4. KID POOL | 1,000 SF |
| 5. PLAY GROUND | 1,200 SF |
| 6. OPEN PLAY | 46,375 SF |
| 7. POND | 2.70 ACRES |
| 8. 8' H/B TRAIL | 4,160 SF |
| 9. 6' SIDEWALK | 11,550 SF - PERIMETER |
| 10. PARKING | |
| 31 SPACES PLUS 2 HANDICAP SPACES (33 TOTAL) | |

RESTAURANT / CONVENIENCE STORE (PHASE 3)

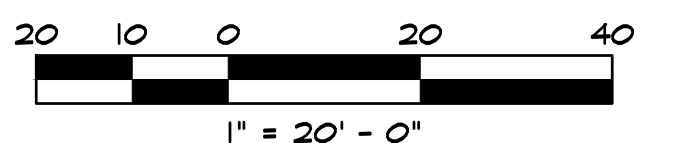
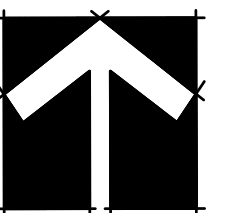
PHASE 3 OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION WITHIN 90 DAYS
OF ISSUANCE OF THE 1,500TH BUILDING PERMIT.

- | | |
|---|----------|
| 1. REST. / STORE | 5,000 SF |
| 2. OUTDOOR DINING | 1,500 SF |
| 3. RETAIL | 3,000 SF |
| 4. PARKING | |
| 69 SPACES PLUS 6 HANDICAP SPACES (74 TOTAL) | |

AMENITY SITE #2 (PHASE 2)

PHASE 2 - AMENITY SITE TWO (2) TO BEGIN CONSTRUCTION
NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 2 LOTS

- | | |
|--|------------|
| 1. CABANA | 280 SF |
| 2. POOL | 1,600 SF |
| 3. OPEN PLAY | 16,000 SF |
| 4. POND | 0.81 ACRES |
| 5. 6' SIDEWALK | 1,025 SF |
| 6. 5' SIDEWALK | 2,550 SF |
| 7. PARKING | |
| 7 SPACES PLUS 1 HANDICAP SPACE (8 TOTAL) | |



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469-635-1900

TBAE Firm #BR643

Spiritas Ranch

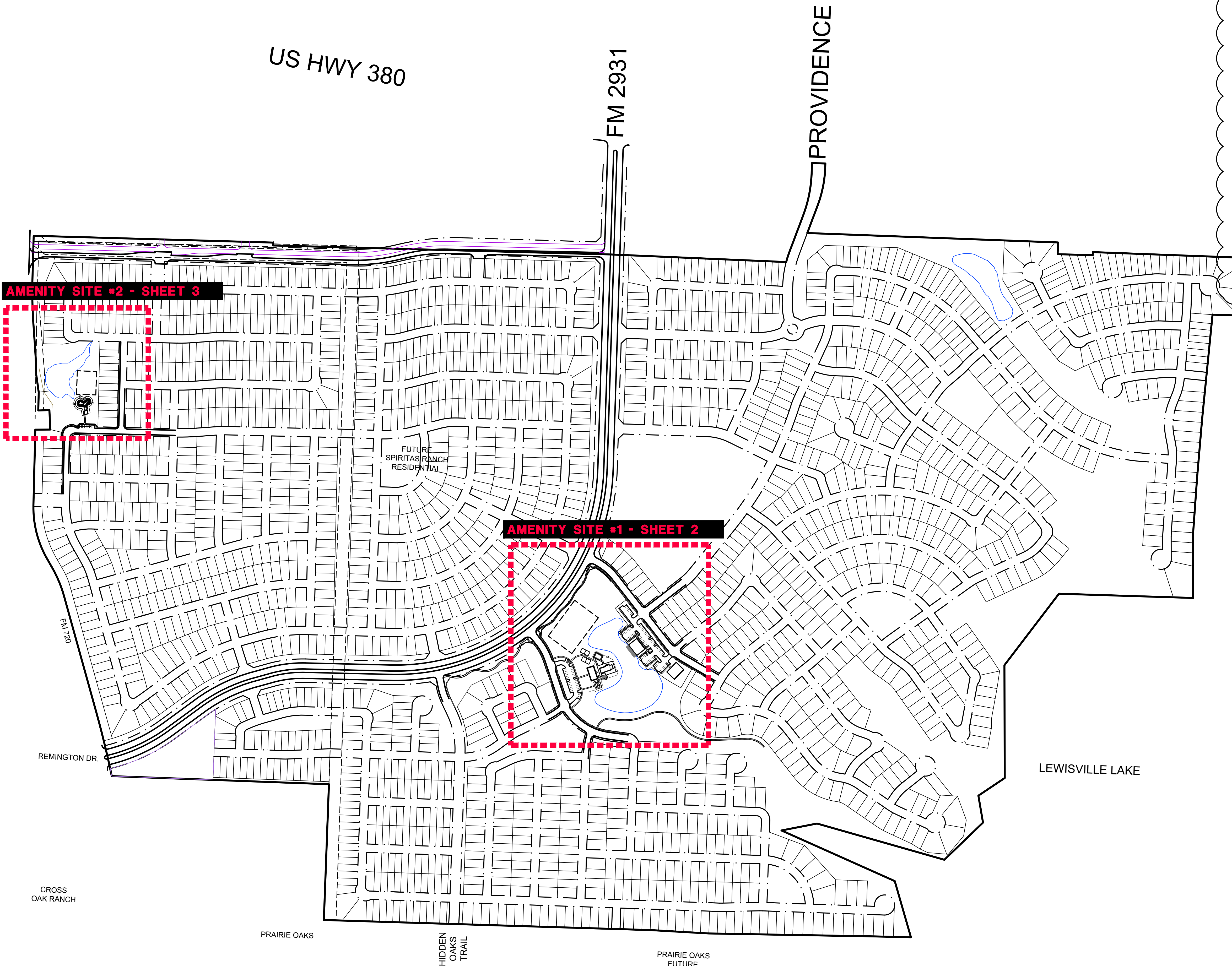
AMENITY SITE #2
CONCEPT - SHEET 3

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PHASE 1 OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION
NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 1 LOTS
- | | |
|---|-----------------------|
| 1. CABANA | 3,200 SF |
| 2. POOL | 3,000 SF |
| 3. POOL DECK | 5,200 SF |
| 4. KID POOL | 1,000 SF |
| 5. PLAY GROUND | 1,200 SF |
| 6. OPEN PLAY | 46,375 SF |
| 7. POND | 2.70 ACRES |
| 8. 8' H/B TRAIL | 4,160 SF |
| 9. 6' SIDEWALK | 11,550 SF - PERIMETER |
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Spiritas Ranch
OVERALL SITE

300 150 0 300 600
1" = 300' - 0"

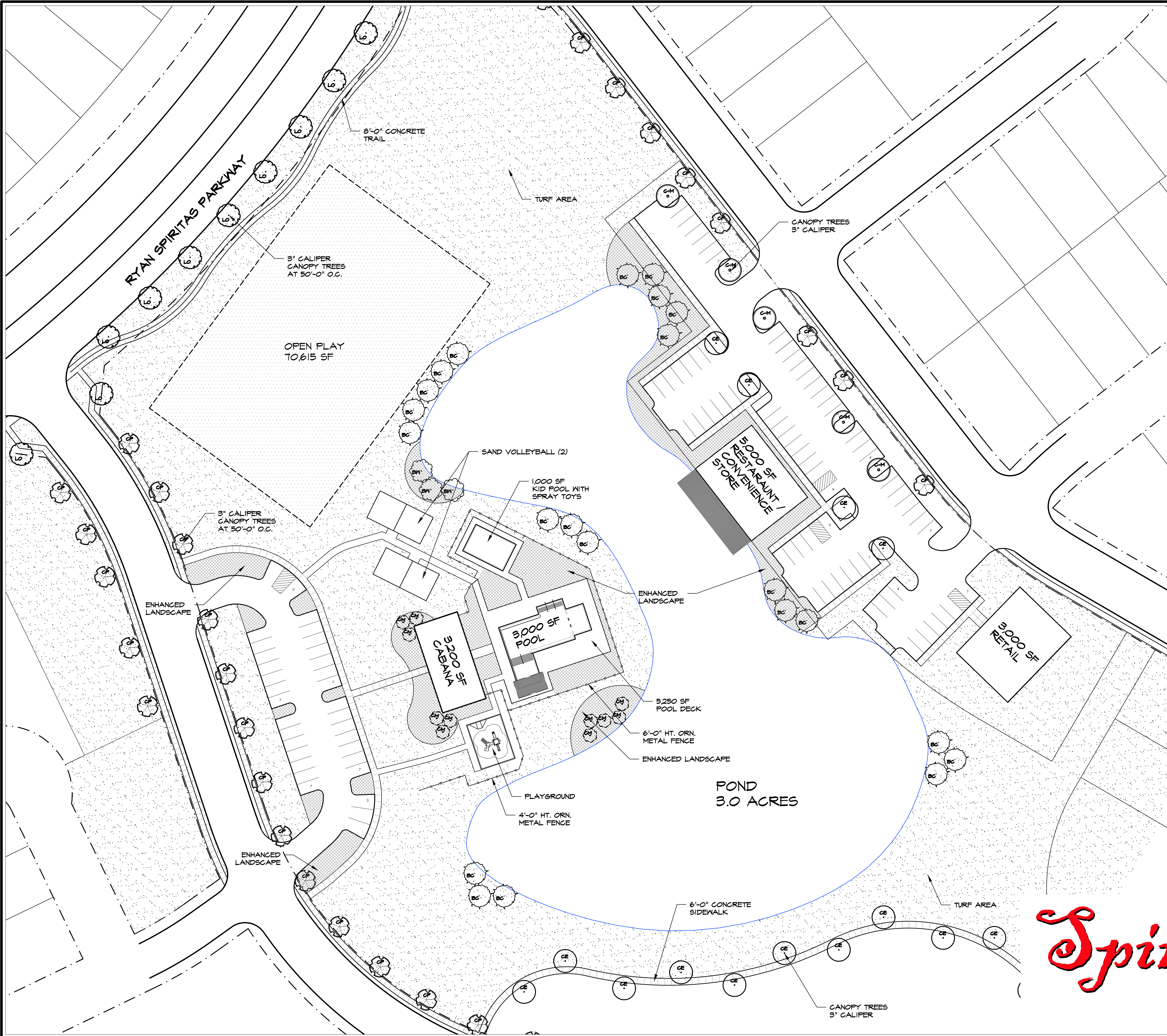
STUDIO 13
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CONCEPT - OVERALL
SHEET 1

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Time: 1/25/2021 7:30 PM



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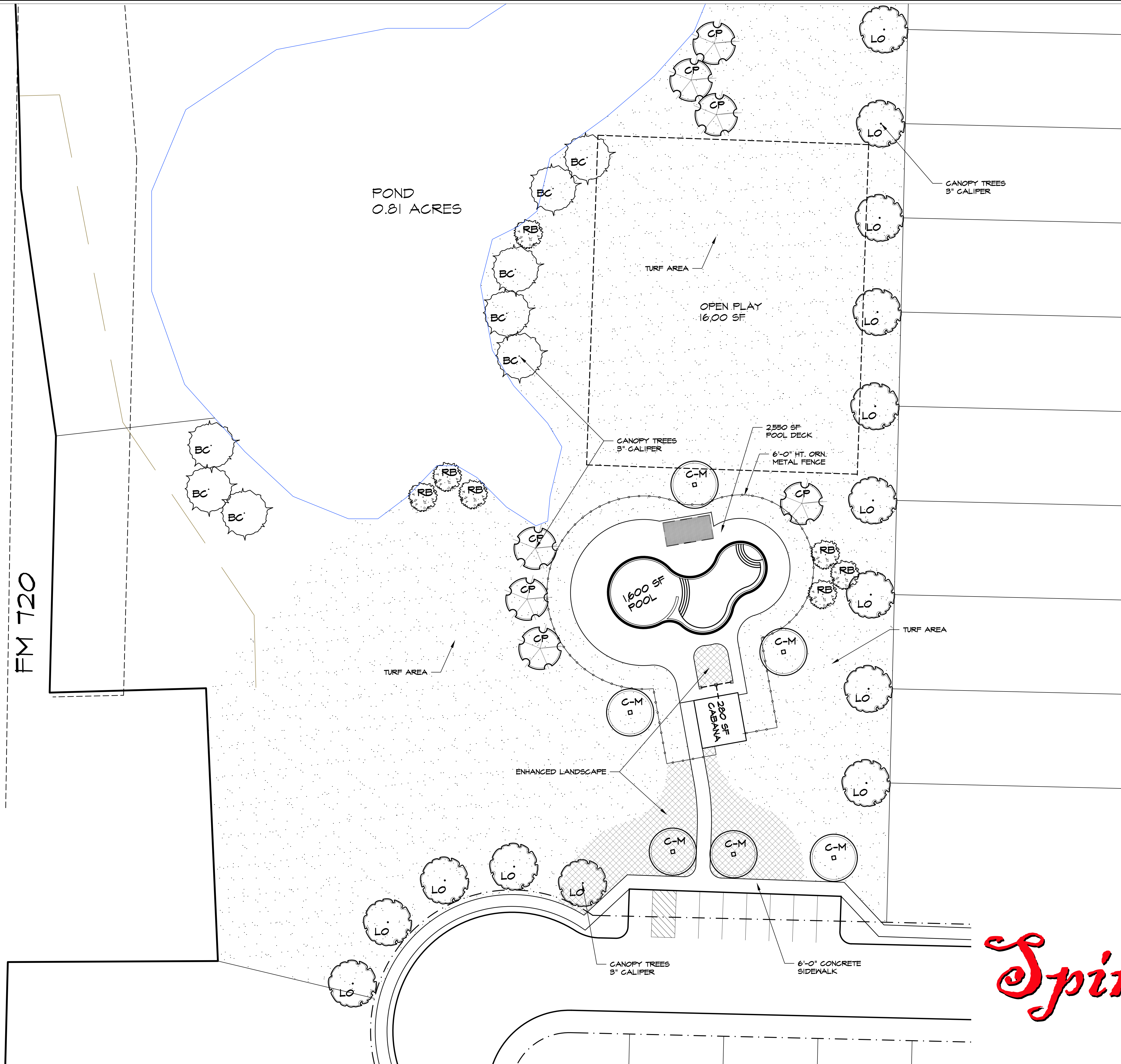
- AMENITY SITE #2 (PHASE 2)**
PHASE 2 - AMENITY SITE TWO (2) TO BEGIN CONSTRUCTION
NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 2 LOTS
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|----------------|------------|
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| 6. 5' SIDEWALK | 2,550 SF |
| 7. PARKING | |
- 7 SPACES PLUS 1 HANDICAP SPACE (8 TOTAL)

40 20 0 40 80
1" = 40' - 0"

STUDIO 13
DESIGN GROUP

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AMENITY SITE #1

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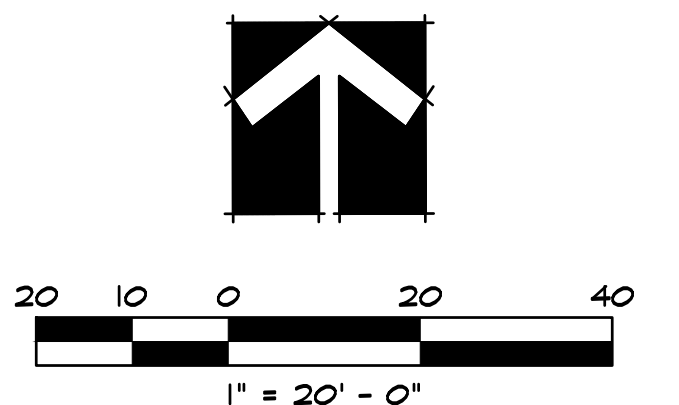
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AMENITY SITE #2 (PHASE 2)

PHASE 2 - AMENITY SITE TWO (2) TO BEGIN CONSTRUCTION
NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 2 LOTS

- | | |
|--|------------|
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| 7. PARKING | |
| 7 SPACES PLUS 1 HANDICAP SPACE (8 TOTAL) | |



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386 W. Main Street
Lewisville, Texas 75057
469-635-1900

TBAE Firm #BR643

Spiritas Ranch

AMENITY SITE #2
CONCEPT - SHEET 3

Exhibit G
HEB ROAD

S:\2019\2019017-00 Spiritas Ranch\CAD\EXHIBITS\201901700LP25SpiritasRanch\HEBNewRoad\01252021.dwg Jan 25, 2021 - 10:06 am charcock

FM 720

TxDOT
LG 720 & 380 LLC

HEB GROCERY
COMPANY LP

US HWY 380

LAURA KECK

FM 2931

CHURCH

OAK GROVE
CEMETERY

70' BRAZOS ELEC. ESMT

100' ROW

30' UTRWD. ESMT

25' B-B PAV.

20' MEDIAN

25' B-B PAV.
BY OTHERS

30' UTRWD. ESMT

25' B-B PAV.
BY OTHERS

100' ROW

25' B-B PAV.

20' MEDIAN

RYAN SPIRITAS PKWY

HEB NEW ROAD

25' B-B PAV.

25' B-B PAV.

36' B-B PAV.

140' ROW

20' MEDIAN

36' B-B PAV.



BARRAZA
CONSULTING GROUP, LLC
PLANNING • ENGINEERING

**SPIRITAS RANCH DEVELOPMENT
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS**



SCALE: 1"=500'
DATE: Jan. 2021



Exhibit H
HOME BUYER DISCLOSURE PROGRAM

The PID Administrator (as defined in the Service and Assessment Plan) for the Spiritas Ranch Public Improvement District (the “PID”) shall facilitate notice to prospective homebuyers in accordance the following notices. The PID Administrator shall monitor the enforcement of the following minimum requirements:

1. Record notice of the PID in the appropriate land records for the property.
2. Require builders to include notice of the PID in addendum to contract on brightly colored paper.
3. Collect a copy of the addendum signed by each buyer from builders and provide to the Town.
4. Require signage indicating that the property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.
5. Prepare and provide to builders an overview of the PID for those builders to include in each sales packets.
6. Notify builders who estimate monthly ownership costs of the requirement that they must include special taxes in estimated property taxes.
7. Notify settlement companies through the builders that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.
8. Include notice of the PID in the homeowner association documents in conspicuous bold font.
9. The Town will include announcements of the PID on the Town’s web site.
10. The disclosure program shall be monitored by the Developer and Manager.

Exhibit I
LANDOWNER AGREEMENT

LANDOWNER AGREEMENT

This **LANDOWNER AGREEMENT** (the "Agreement"), is entered into as of _____, between the Town of Little Elm, Texas (the "Town"), a home rule municipality of the State of Texas (the "State"), and _____, a Texas _____ (the "Landowner").

RECITALS:

WHEREAS, Landowner owns the Assessed Parcels described by a metes and bounds description attached as **Exhibit I** to this Agreement and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land described in **Exhibit I** (the "Landowner Parcel") which is within the Spiritas Ranch Public Improvement District (the "District") in the Town; and

WHEREAS, the Town Council has adopted an assessment ordinance for the Authorized Improvements (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Service and Assessment Plan included as an **Exhibit A** to the Assessment Ordinance (the "Service and Assessment Plan") and which is incorporated herein for all purposes, and has levied an assessment on each Assessed Parcel in the District (as identified in the Service and Assessment Plan) that will be pledged for the payment of certain infrastructure improvements and to pay the costs of constructing the Authorized Improvements that will benefit the Assessed Property (as defined in the Service and Assessment Plan); and

WHEREAS, the Covenants, Conditions and Restrictions attached to this Agreement as **Exhibit II** and which are incorporated herein for all purposes, include the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the "PID Act"), to the purchaser.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the Town and the Landowner hereby contract, covenant and agree as follows:

DEFINITIONS; APPROVAL OF AGREEMENTS

Definitions. Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan.

Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the Town Council.

I. AGREEMENTS OF LANDOWNER

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel which are located within the District, all as shown on **Exhibit I**, and the location and development of the Authorized Improvements on the Landowner Parcel and on the property within the District;

(ii) the determinations and findings as to the benefits by the Town Council in the Service and Assessment Plan and the Assessment Ordinance;

(iii) the Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) each Assessment levied by the PID on the Landowner's Parcel within the District, as shown on the assessment roll attached as Appendix __ to the Service and Assessment Plan (the "Assessment Roll");

(ii) the Authorized Improvements specially benefit the District, and the Landowner's Parcel, in an amount in excess of the Assessment levied on the Landowner's Parcel within the District, as such Assessment is shown on the Assessment Roll;

(iii) each Assessment is final, conclusive and binding upon Landowner and any subsequent owner of the Landowner's Parcel, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Assessment levied on the Landowner's Parcel owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;

(v) each Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Landowner's Parcel, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Landowner's Parcel regardless of whether such owner is named;

(vi) the Assessment lien on the Landowner's Parcel is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the Assessment is paid and may be enforced by the governing body of the Town in the same manner that an ad valorem tax lien against real property may be enforced by the Town;

(vii) delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) the owner of a Landowner's Parcel may pay at any time the entire Assessment, with interest that has accrued on the Assessment, on any parcel in the Landowner's Parcel;

(ix) the Annual Installments of the Assessments (as defined in the Service and Assessment Plan and Assessment Roll) may be adjusted, decreased and extended; and, the assessed parties shall be obligated to pay their respective revised amounts of the annual installments, when due, and without the necessity of further action, assessments or reassessments by the Town, the same as though they were expressly set forth herein; and

(x) Landowner has received, or hereby waives, all notices required to be provided to it under Texas law, including the PID Act, prior to the Effective Date (defined herein).

C. Mandatory Prepayment of Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay an Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the Town and as provided in the Service and Assessment Plan, as amended or updated.

D. Notice of Assessments. Landowner further agrees as follows:

(i) the Covenants, Conditions and Restrictions attached hereto as **Exhibit II** shall be terms, conditions and provisions running with the Landowner's Parcel and shall be recorded (the contents of which shall be consistent with the Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the Town), in the records of the County Clerk of Denton County, as a lien and encumbrance against such Landowner's Parcel, and Landowner hereby authorizes the Town to so record such documents against the Landowner's Parcel owned by Landowner;

(ii) reference to the Covenants, Conditions and Restrictions attached hereto as **Exhibit II** shall be included on all recordable subdivision plats and such plats shall be recorded in the real property records of Denton County, Texas;

(iii) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, shall continue to be bound by all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such Landowner's Parcel subject to all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions; and

(iv) Landowner shall comply with, and shall contractually obligate (and promptly provide written evidence of such contractual provisions to the Town) any party who purchases any Landowner's Parcel owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with, the Homebuyer Education Program described on **Exhibit III** to this Agreement. Such compliance obligation shall terminate as to each Lot (as defined in the Service and Assessment Plan) if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the Town, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "**Builder**") but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon the Landowner's request and the Town's consent, in the Town's sole and absolute discretion, the Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as **Exhibit II**.

II. OWNERSHIP AND CONSTRUCTION OF AUTHORIZED IMPROVEMENTS

A. **Ownership and Transfer of Authorized Improvements.** Landowner acknowledges that all of the Authorized Improvements and the land (or easements, as applicable) needed therefor shall be owned by the Town as constructed and/or conveyed to the Town and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.

B. **Grant of Easement and License, Construction of Authorized Improvements.**

(i) Any subsequent owner of the Landowner's Parcel shall, upon the request of the Town or Landowner, grant and convey to the Town or Landowner and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Authorized Improvements on the property within the District, to stage on the property within the District construction trailers, building materials and equipment to be used in connection with such construction of the Authorized Improvements and for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Authorized Improvements. Any subsequent owner of the Landowner's Parcel may require that each contractor constructing the Authorized Improvements cause such owner of the Landowner's Parcel to be indemnified and/or

named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner's Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Authorized Improvements is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Denton County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by the Improvement Agreement, or other agreement, with respect to the Assessment has been satisfied, and that Landowner shall not have any rights or remedies against the Town under the Improvement Agreement, or under any law or principles of equity concerning the Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the Town's levy and collection of the Assessments.

III. COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the Town as follows:

(i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the Town and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the Denton County, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel owned by Landowner is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Assessments, or (iii) the construction of the Authorized Improvements on those portions of the property within the District which are to be owned by the Town, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning Authorized Improvements. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the Town and its successors, assigns and agents, pertaining to the installation of the Authorized Improvements.

C. Notices.

Any notice or other communication to be given to the Town or Landowner under this Agreement shall be given by delivering the same in writing to:

To the Town: Town of Little Elm, Texas
 Attn: Matt Mueller
 100 W. Eldorado Parkway
 Little Elm, Texas 75068

With a copy to: Brown and Hofmeister, LLP
 Attn: Robert Brown
 740 E. Campbell Road, Suite 800
 Richardson, Texas 75081

To the Landowner: _____
 Attn: _____

With a copy to: _____
 Attn: _____

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient as the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the Town and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties expressly agree and acknowledge that the Town, the Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of or trustee for any bonds secured by PID Assessment revenues of the Town or any part thereof to finance the costs of the Authorized Improvements, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Denton County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the Town and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Denton County, Texas.

F. Effective Date.

This Agreement shall become and be effective (the "Effective Date") upon the date of final execution by the latter of the Town and the Landowner and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within 10 days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to the Landowner's Parcel, and whether any party is then in default hereunder.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Landowner's Parcel upon payment in full of the Assessment(s) against such Landowner's Parcel.

[Signature pages to follow]

EXECUTED by the Town and Landowner on the respective dates stated below.

Date: _____

TOWN OF LITTLE ELM, TEXAS

By: _____
Mayor

[Signature Page Landowner Agreement]

[LANDOWNER SIGNATURE BLOCK]

By: _____

Name: _____

Its: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____, 20____,
by _____, as _____ of _____, a
_____, on behalf of said entity.

Notary Public, State of _____

[Signature Page Landowner Agreement]

LANDOWNER AGREEMENT - EXHIBIT I

METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

LANDOWNER AGREEMENT - EXHIBIT II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this "Declaration") is made as of _____ by _____ a Texas _____ (the "Landowner").

RECITALS:

- A. The Landowner holds record title to that portion of the real property located in Denton County, Texas, which is described in the attached **Exhibit I** (the "Landowner's Parcel").
- B. The Town Council of the Town of Little Elm (the "Town Council") upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the Spiritas Ranch Public Improvement District (the "District") by the then current owners of 100% of the appraised value of the taxable real property and 100% of the area of all taxable real property within the area requested to be included in the District created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act").
- C. The Town Council has adopted an assessment ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (as amended from time to time, the "Service and Assessment Plan"), and has levied the assessments (as amended from time to time, the "Assessments") on property in the District.
- D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into these Covenants, Conditions and Restrictions.

DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner's Parcel is and shall be subject to, and hereby imposes on the Landowner's Parcel, the following covenants, conditions and restrictions:

1. Acceptance and Approval of Assessments and Lien on Property:

- (a) Landowner accepts each Assessment levied on the Landowner's Parcel owned by such Landowner.
- (b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney's fees, if incurred) is (a) a first and prior lien (the "Assessment Lien") against the property assessed, superior to all other liens or claims except for

liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid and may be enforced by the Town in the same manner as an ad valorem property tax levied against real property that may be enforced by the Town. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within the District will not extinguish the Assessment or any unpaid but not yet due annual installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due annual installments of the Assessment.

It is the clear intention of all parties to these Declarations of Covenants, Conditions and Restrictions, that the Assessments, including any annual installments of the Assessments (as such annual installments may be adjusted, decreased or extended), are covenants that run with the Landowner's Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any annual installment of the Assessment, the Town is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

2. Landowner or any subsequent owner of the Landowner's Parcel waives:

- (a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;
- (b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the Town Council concerning the Assessments;
- (c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Assessment Ordinance by the Town Council;
- (d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the Town's finding of a 'special benefit' pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and
- (e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the Town Council's levy of the Assessments.

3. **Amendments:** This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and the Town. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the real Property Records of Denton County, Texas.
4. **Third Party Beneficiary:** The Town is a third party beneficiary to this Declaration and may enforce the terms hereof.
5. **Notice to Subsequent Purchasers:** Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice that reads substantially similar to the following:

**TEXAS PROPERTY CODE SECTION 5.014
NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT
ASSESSMENT TO THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS
CONCERNING THE PROPERTY AT [Street Address]**

As the purchaser of this parcel of real property, you are obligated to pay an assessment to the Town of Little Elm, Texas, for improvement projects undertaken by a public improvement district under Chapter 372 of the Texas Local Government Code, as amended. The assessment may be due in periodic installments.

The amount of the assessment against your property may be paid in full at any time together with interest to the date of payment. If you do not pay the assessment in full, it will be due and payable in annual installments (including interest and collection costs). More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the Town of Little Elm, 100 W. Eldorado Parkway, Little Elm, Texas 75068

Your failure to pay the assessment or the annual installments could result in a lien and in the foreclosure of your property.

Signature of Purchaser(s) _____ Date: _____

The seller shall deliver this notice to the purchaser before the effective date of an executory contract binding the purchaser to purchase the property. The notice may be given separately, as part of the contract during negotiations, or as part of any other notice the seller delivers to the purchaser. If the notice is included as part of the executory contract or another notice, the title of the notice prescribed by this section, the references to the street address and date in the notice, and the purchaser's signature on the notice may be omitted.

[Signature Page to Follow]

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

LANDOWNER

a Texas _____,

By: _____
_____,
its manager

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 20____, by _____ in his capacity as _____ of _____, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the _____ of _____.

Notary Public, State of Texas

My Commission Expires:

LANDOWNER AGREEMENT - EXHIBIT III

HOMEBUYER EDUCATION PROGRAM

As used in this **Exhibit III**, the recorded Notice of the Authorization and Establishment of the _____ Public Improvement District and the Covenants, Conditions and Restrictions in **Exhibit II** of this Agreement are referred to as the “Recorded Notices.”

1. Any Landowner who is a Builder shall attach the Recorded Notices and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30 year payment for such Assessed Parcel) as an addendum to any residential homebuyer’s contract.
2. Any Landowner who is a Builder shall provide evidence of compliance with 1 above, signed by such residential homebuyer, to the Town.
3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.
4. If prepared and provided by the Town, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

Exhibit J
CERTIFICATION FOR PAYMENT FORM

The undersigned is an agent for _____, LLC (the “Developer”) and requests payment from the _____ of the Project Fund (as defined in the Indenture) from the Town of Little Elm, Texas (the “Town”) or Trustee (as defined in the Indenture) in the amount of \$_____ for costs incurred in the establishment, administration, and operation of the _____ Public Improvement District (the “District”) and for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Authorized Improvements related to the District. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture.

In connection to the above referenced payment, the Developer represents and warrants to the Town as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this payment request form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced Authorized Improvement(s) has not been the subject of any prior payment request submitted for the same work to the Town or, if previously requested, no disbursement was made with respect thereto.
3. The amount listed for the Authorized Improvement(s) below is a true and accurate representation of the Actual Costs associated with the creation, acquisition, or construction of said Authorized Improvement(s); and such costs: (i) are in compliance with the Bond Indenture; and (ii) are consistent with the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Bond Indenture for the payment hereby requested have been satisfied.
6. The work with respect to the Authorized Improvement(s) referenced below (or their completed segment, section or portion thereof) has been completed and the Town may begin inspection of the Authorized Improvement(s).
7. The Developer agrees to cooperate with the Town in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the Town to complete said review.

Payments requested are as follows:

- a. X amount to Person or Account Y for Z goods or services.
- b. Etc.

As required by the Indenture, the Actual Costs for the Authorized Improvement(s) shall be paid as follows:

Authorized Improvement:	Amount to be paid from the Project Fund	Total Cost of Authorized Improvement

Attached hereto, are receipts, purchase orders, Change Orders, and similar instruments which support and validate the above requested payments.

Pursuant to the _____ Development Agreement, after receiving this payment request, the Town is authorized to inspect the Authorized Improvement (or completed, section or portion thereof segment) and confirm that said work has been completed in accordance with all applicable governmental laws, rules, and Plans.

I hereby declare that the above representations and warranties are true and correct.

_____, **LLC**,

APPROVAL OF REQUEST BY TOWN

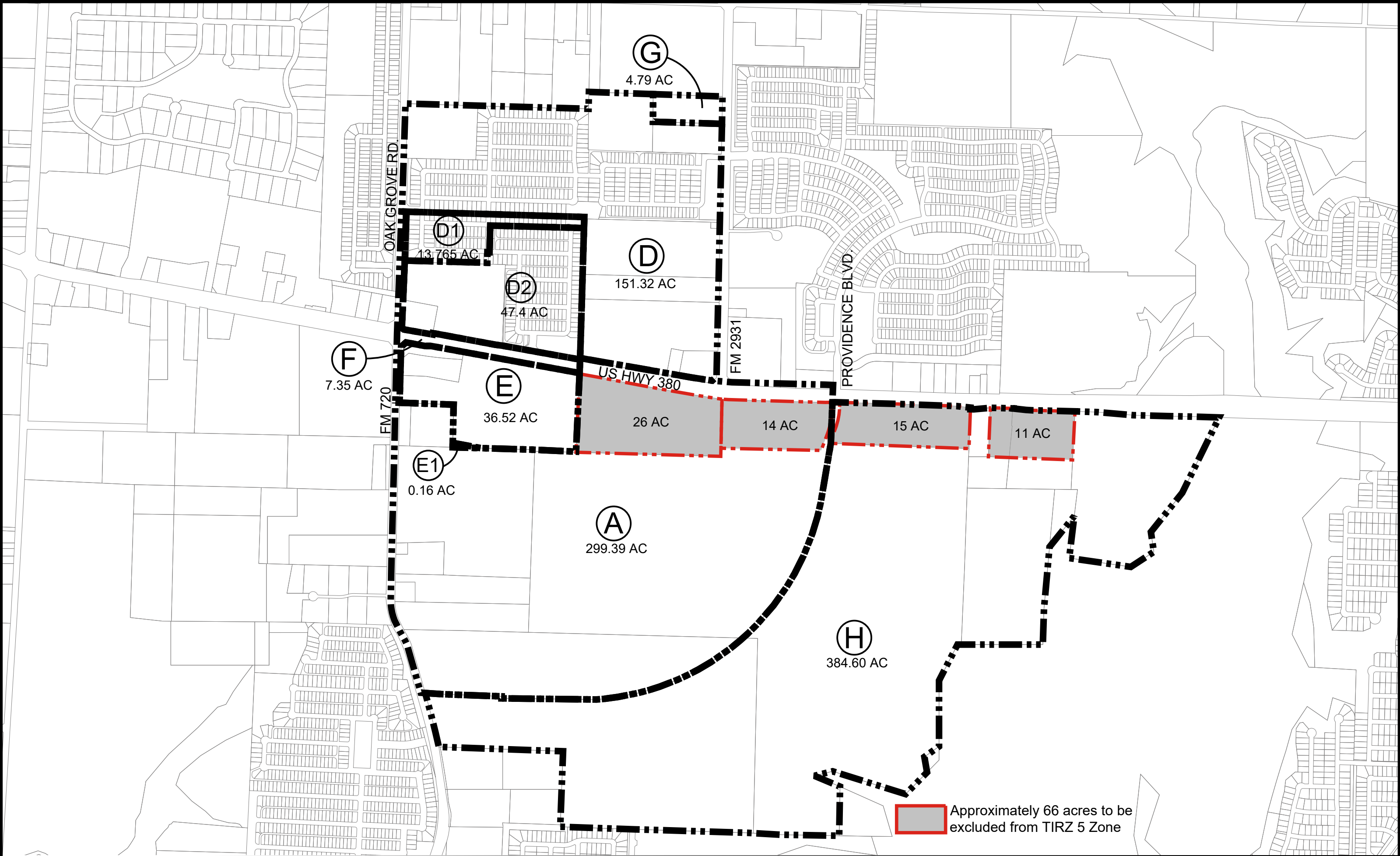
The undersigned is in receipt of the attached Certification for Payment. After reviewing the Certification for Payment, the Certification for Payment is approved and the Trustee is directed to disburse the requested payments from the _____ Account of the Project Fund, in accordance with the Certification for Payment. The Town's approval of the Certification for Payment shall not have the effect of estopping or preventing the undersigned from asserting claims under the Indenture, the Service and Assessment Plan, any other agreement between the parties or that there is a defect in the Authorized Improvement.


TOWN OF LITTLE ELM, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

Exhibit K
PROPERTY TO BE EXCLUDED FROM THE TIRZ

S:\2019\2019017-00 Spiritas Ranch\CAD\EXHIBITS\201901700LP08Spiritas TLE TIRZ 5 ZONE 07082020.dwg Jul 08, 2020 - 7:39 pm charcock



 Approximately 66 acres to be excluded from TIRZ 5 Zone



Date: 10/19/2021
Agenda Item #: 7. F.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on a **Request to Rezone Approximately 5.79 acres of Land, Generally Located at 1816 W Eldorado Parkway, in Order to Establish a New Planned Development District, to Allow the Development of a New Single Family Residential Subdivision.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action:

DESCRIPTION:

Location.

Generally located approximately 1,000 feet southwest of Oak Grove Parkway, within Little Elm's town limits.

Background. Subject property is a vacant undeveloped lot totaling 5.79 acres, currently zoned as Single Family A1. The subject property is located on the west side of Town and is bound by Eldorado Parkway to the north and single family residential to the east and south.

Recently, the Town has undergone a West Side Study that specifically identified the vision for this area as low density single-family residential uses. This is the second application for residential development post the study's findings, to be evaluated by the Administration for suitability within the West Side Study context.

The applicant, Barbee Enterprises Inc., is in the process of acquiring the subject property for the purposes of developing a 28-lot single-family, residential development, intended for second or third time homebuyers. The proposed development is a higher density than the existing zoning district allows, but complies with the envisioned three to six dwelling units per acre density within the West Side Study. The development in general does not perfectly fit into any of the Town's existing

zoning districts, therefore, the applicant is requesting a Planned Development (PD) district, based on the existing Single-Family 4 (SF4) zoning district with modified development standards.

Proposal to P&Z Commission. The proposed project consisted of 28 owner-occupied single family residential dwelling units with a centrally located amenity open space with playground equipment, as well as a detention pond in the southeast corner of the development proposed as an open space with amenities. The proposed residential density is five units per gross acre (du/ac). The applicant is proposing Single-Family 4 (SF4) as the base zoning district, with modified development standards.

Recommendation to the Commission. Staff recommended that the Commission evaluate the suitability of this request based on the Town's vision for this area, as outlined by the Town's Comprehensive Plan, through the Future Land Use Plan, as well as take into consideration the recently completed West Side Study.

Commission Findings. At their regular meeting on October 7, 2021, the Planning and Zoning Commission discussed concerns regarding the proposed density being significantly higher than the adjacent Ranchette Estates zoning district, and that while a transitional buffer with higher density would likely be supported, the proposed density exceeds what the Commission feels is appropriate for the existing context of the area. Additional concerns were voiced regarding existing volume of traffic congestion along this portion of Eldorado Parkway and the need for a full Traffic Impact Analysis in order to understand the impact of additional vehicular activity resulting from the proposed development. The Commission also discussed concerns regarding the small number of lots and the challenges associated with creating/maintaining a Homeowners Association, and ultimately being able to fully maintain the necessary open space, amenities, retaining walls, screening walls, and associated easements. The Commission acknowledged the results of the recent West Side Study, but ultimately indicated that it is necessary for the Comprehensive Plan to be updated to include this new vision for the West Side of Town in order to guide the Administration's determination on suitability of newly proposed development in this area. The Commission evaluated the proposed request based on the presented information and made a recommendation to deny the request as presented, with six in favor and zero against.

Revised Request to Council. At this time, the applicant is requesting to withdraw the proposal in order to revisit and attempt to address the concerns voiced by the Planning and Zoning Commission and the residents of the adjacent neighborhood.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

Staff recommends Town Council approve the applicant's request to withdraw their proposal at this time.

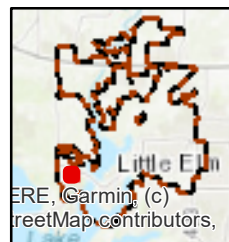
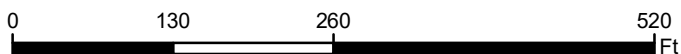
Attachments

Location Map - Eldorado Bend PD

Applicant's Request to Withdraw



Eldorado Bend Zoning Ordinance Request



Town of Little Elm
Denton County, Tx
 Date: 8/17/2021



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.



500 Moseley Road | Cross Roads, Texas 76227 | (940) 387-0805

October 13, 2021

Ms. Olga Chernomorets
Planning Manager
Town of Little Elm
Phone: 214.975.0472
Email: OC@littleelm.org

RE: Request to Withdraw PD-21-03453 from Town Council Agenda

Dear Ms. Chernomorets:

On behalf of the developer, KJ Environmental Mgt., Inc. (KJE) is respectfully requesting to withdraw the Eldorado Bend Planned Development (PD-21-03453) from the October 19th Town Council agenda. The developer will revisit the layout and reapply when appropriate.

Regards,

Emily Skees
Predesign Manager
Phone: 940.387.0803
Email: ESkees@kje-us.com



Date: 10/19/2021
Agenda Item #: 8. A.
Department: Development Services
Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Integrity Group, LLC.**

DESCRIPTION:

Attached is the developer's agreement that official and contractually approves the subject Planned Development for the Ladera Project.

BUDGET IMPACT:

None

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Ladera PD DA

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**DEVELOPMENT AGREEMENT
FOR LADERA DEVELOPMENT**

This Development Agreement for the Ladera Development (“**Agreement**”) is entered into between Integrity Group, LLC (“**Developer**”), whose address for purposes of this Agreement is 361 W Byron Nelson Blvd Ste. 104, Roanoke, Texas 76265, and the Town of Little Elm, Texas (“**Town**”), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. Developer and the Town are sometimes referred herein together as the “**Parties**” and individually as a “**Party**.”

Recitals:

1. Developer is the owner of **58.504 acres** located south along Oak Grove Parkway in the Town of Little Elm, Texas (the “**Property**”), which Property is more particularly described in **Exhibit A** attached hereto.
2. In furtherance of the development of the Property, the Parties have negotiated certain matters regarding the Property as set forth in this Agreement.
3. The Parties seek to memorialize these negotiated matters and to include them in this contractually-binding Agreement.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties do hereby agree as follows:

Section 1. Incorporation of Premises. The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Term. This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so (“**Effective Date**”). This Agreement shall remain in full force and effect from the Effective Date until terminated by the mutual agreement of all of the Parties in writing, or until all obligations in the Agreement have been fulfilled (“**Term**”).

Section 3. Agreements. The Parties agree as follows:

A. Follow all Planned Development Requirements in Exhibit B.

Section 4. Miscellaneous.

A. Applicability of Town Ordinances. When the Property is developed, Developer shall construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.

B. Default/Mediation. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

C. Venue. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Denton County, Texas.

D. Relationship of Parties. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.

E. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

F. Cumulative Rights and Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other

arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

G. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

H. Surviving Rights. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.

I. Applicable Laws. This Agreement is made subject to the existing provisions of the Charter of the Town of Little Elm, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.

J. Authority to Execute. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

K. Amendments. This Agreement may be only amended or altered by written instrument signed by the Parties.

L. Headings. The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.

M. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

N. Filing in Deed Records. This Agreement shall be recorded in the real property records of Denton County, Texas. This Agreement and all of its terms, conditions, and provisions is and shall constitute a restriction and condition upon the development of the Property and all portions thereof and a covenant running with the Property and all portions thereof, and is and shall be binding upon Developer and all of Developer's heirs, successors, and assigns and the future owners of the Property and any portion thereof; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any final platted residential lot upon which a completed home has been constructed.

O. Notification of Sale or Transfer; Assignment of Agreement. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement with respect to the portion of the Property transferred to

Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor owner, and if the Developer or any Assignee is in default under this Agreement, such default shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting Developer or Assignee. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor developer, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

P. Sovereign Immunity. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

Q. Exactions/Infrastructure Costs. Developer has been represented by legal counsel, or has had an opportunity to do so, in the negotiation of this Agreement, and been advised, or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Agreement are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

R. Waiver of Texas Government Code § 3000.001 et seq. With respect to the improvements constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005.

S. Rough Proportionality. Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement. Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed by this Agreement.

- T. **Form 1295 Certificate.** The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.
- U. **Undocumented Workers Provision.** The Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the Town notifies Developer of the violation.
- V. **Non-Boycott of Israel Provision.** In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless Developer is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.
- W. **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.
- X. **Report Agreement to Comptroller's Office.** Town covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021). [For Chapter 380 Agreements]
- Y. **Verification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and

(2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

Z. Verification Against Discrimination Developer Does Not Boycott Energy Companies. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

DEVELOPER

a _____ company

By: _____

Date: _____

TOWN OF LITTLE ELM, TEXAS

By: _____
Matt Mueller, Town Manager

Date: _____

ATTEST:

By: _____
Kate Graham, Acting Town Secretary

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me, the undersigned authority, on this ____ day of _____, 202__, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By: _____
Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned authority, on this ____ day of _____, 202__, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of _____.

[Seal]

By: _____
Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT A

**TOWN OF LITTLE ELM
ORDINANCE NO. 1638**

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING FROM AGRICULTURE DISTRICT (AG) TO A PLANNED DEVELOPMENT – SINGLE FAMILY 4 (PD-SF4) DISTRICT IN ORDER TO ALLOW AN AGE-RESTRICTED SINGLE FAMILY DEVELOPMENT WITH MODIFIED DEVELOPMENT STANDARDS ON 58.504 ACRES OF LAND GENERALLY LOCATED ON THE EAST SIDE OF HILL LANE, BETWEEN OAK GROVE PARKWAY AND FRENCH SETTLEMENT ROAD, AND AMENDING THE FUTURE LAND USE MAP TO REFLECT THE RESIDENTIAL USE; 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 a Planned Development-Single Family 4 (PD-SF4) with modified development standards on approximately 58.504 acres of land currently zoned Agriculture (AG), more specifically described in the exhibits, attached hereto; and

WHEREAS, a Town initiated request the Future Land Use Map to reflect the residential use on the same 58.504 acres of land currently identified as residential and partially commercial uses, more specifically described in the exhibits, attached hereto; and

WHEREAS, this zoning change is accordance with the most current adopted Comprehensive Plan of the Town of Little Elm; and

WHEREAS, the Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the

Town of Little Elm, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested zoning change described herein; and

WHEREAS, at its regular meeting held on September 2, 2021 the Planning & Zoning Commission considered and made recommendations on a request for a Planned Development-Single Family 4 (PD-SF4) (Case No. PD-21-02118); and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the request is in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

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

SECTION 1. INCORPORATION OF PREMISES. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by issuing a Planned Development-Single Family 4 (PD-SF4) with modified development standards in order to allow an age-restricted single family residential development, and to amend the Future Land Use Plan to reflect the residential use, all and the same generally located on the east side of Hill Lane, between Oak Grove Parkway and French Settlement Road, within Little Elm Town limits, approximately 58.504 acres of land more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The permitted uses and standards shall be in accordance with the Single Family 4 (SF4) District, unless otherwise specified herein:

- a) The Zoning and Land Use Regulations, and all conditions set forth in **Exhibit B** attached hereto and made a part hereof for all purposes shall be adhered to in their entirety for the purposes of this Planned Development-Single Family 4 (PD-SF4). In the event of conflict between the provisions of **Exhibit B** and provisions of any other exhibit, the provisions of **Exhibit B** control.

SECTION 4. PLANNED DEVELOPMENT MASTER PLAN The Concept Plan Exhibit and related plans, images, and documents approved and described as **Exhibit C** attached hereto and made a part hereof are approved. The subject property shall be improved in accordance with the plans set forth in **Exhibit C**.

- a) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two year expiration shall be granted if a development application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.
- b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council.
- c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

SECTION 5. SAVINGS. This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are indirect conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 6. ZONING MAP. The official zoning map and Future Land Use Map of the Town shall be amended to reflect the changes in zoning made by this ordinance.

SECTION 7. 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 8. 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 9. 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 10. 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 19th day of October, 2021.

Town of Little Elm, Texas

Curtis Cornelious, Mayor

ATTEST:

Kate Graham, Acting Town Secretary

Exhibit "A"

METES AND BOUNDS

58.504 Ac.

BEING all that certain lot, tract, or parcel of land, situated in the D. M. Cule Survey, Abstract Number 226, Denton County, Texas, and being part of a certain tract of land, described by deed to BKDK, LP., recorded in Document Number 2010-88393, Deed Records, Denton County, Texas, being all of a certain tract of land, described by deed to Mark Joseph Claeys, recorded in Document Number 2005-147634, Deed Records, Denton County, Texas, and being part of a certain tract of land, described by deed to the Town of Little Elm, recorded in Document Number 2004-145048, Deed Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the Southwest corner of said BKDK tract, same being the northwest corner of Lot 1, Windmill Hill Acres, an addition to the Town of Little Elm, according to the plat thereof, recorded in Document Number 1983-19524, Plat Records, Denton County, Texas, and being in the east right-of-way line of Hill Lane (called 60-foot right-of-way);

THENCE N 00°16'53" W, with the west line of said BKDK tract, and the east line of Hill Lane, a distance of 1309.66 feet to the northwest corner of said BKDK tract, same being the southwest corner of a certain tract of land, described by deed to Slater Yale, LLC, recorded in Document Number 2009-58734, Deed Records, Denton County, Texas, and being in the east line of Hill Lane;

THENCE S 88°18'23" E, with the north line of said BKDK tract, and the south line of said Slater tract, a distance of 588.02 feet to the southeast corner thereof, being in the north line of said BKDK tract, and being in the west line of a certain tract of land, described by deed to J-Med, LTD., recorded in Document Number 2008-38748, Deed Records, Denton County, Texas;

THENCE S 00°40'01" E, with the north line of said BKDK tract, and the west line of said J-Med tract, a distance of 218.88 feet, to the southwest corner thereof, and being in the north line of said BKDK tract;

THENCE S 87°59'59" E, with the north line of said BKDK tract, and the south line of said J-Med tract, passing the southeast corner thereof, same being the southwest corner of a certain tract of land, described by deed to Luna Sergio, recorded in Document Number 2012-75629, Deed Records, Denton County, Texas, continuing a total distance of 351.96 feet, to a point in the north line of said BKDK tract, and being in the south line of said Luna tract;

THENCE S 04°31'40" W, with the south line of said Luna tract, and the north line of said BKDK tract, a distance of 13.74 feet;

THENCE S 88°01'13" E, with the north line of said BKDK tract, and the south line of said Luna tract, a distance of 115.76 feet;

THENCE S 82°14'14" E, with the north line of said Claeys (2005-147634) tract, and the south line of said Luna tract, passing the southeast corner thereof, same being the northwest corner of said Claeys (2005-

147634) tract, and being the southwest corner of a certain tract of land, described by deed to Mark Joseph Claeys, recorded in Document Number 1997-18343, Deed Records, Denton County, Texas, and being in the north line of said BKDK tract, continuing with the north line of said Claeys (2005-147634) tract, and the south line of said Claeys (1997-18343) tract a distance of 172.03 feet;

THENCE S 72°46'07" E, with the north line of said Claeys (2005-147634) tract, and the south line of said Claeys (1997-18343) tract, passing the north east corner of said Claeys (2005-147634) tract, and the southeast corner of said Claeys (1997-18343) tract, and being in the north line of said BKDK tract, continuing over and through said BKDK tract a distance of 158.98 feet;

THENCE N 00°32'05" E, a distance of 393.12 feet, to the north line of said BKDK tract, and being in the south line of a certain tract of land, described by deed to Texas Department of Transportation, recorded in Document Number 2013-88381, Deed Records, Denton County, Texas, and being in the south right-of-way line of Highway 720;

THENCE S 71°48'52" E, with the north line of said BKDK tract, and the south line of said TXDOT tract, a distance of 104.94 feet;

THENCE S 00°32'05" W, over and through said BKDK tract, a distance of 391.29 feet;

THENCE S 72°46'07" E, passing the north line of said BKDK tract, and the west line of said Town of Little Elm tract, and continuing a total distance of 305.44 feet;

THENCE S 79°10'56" E, passing the inner ell corner of said Town of Little Elm tract, same being the southwest corner of a certain tract of land, described by deed to Greenway-Little Elm, LP., recorded in Document Number 2004-145047, Deed Records, Denton County, Texas, continuing with the south line of said Greenway tract, and the north line of said Little Elm tract, a total distance of 260.24 feet to the southeast corner of said Greenway tract, same being the southwest corner of a certain tract of land, described by deed to Southwestern Bell Telephone Company, recorded in Volume 668, Page 322, Deed Records, Denton County, Texas, and being in the north line of said Town of Little Elm tract;

THENCE S 69°42'03" E, with the north line of said Town of Little Elm tract, and the south line of said Southwestern Bell tract, a distance of 361.18 feet to the southeast corner thereof, same being the northeast corner of said Town of Little Elm tract, and being in the west line of a certain tract of land, described by deed to An Dinh Ho, recorded in Document Number 2007-103429, Deed Records, Denton County, Texas;

THENCE S 00°04'57" E, with the east line of said Town of Little Elm tract, and the west line of said Ho tract, passing the southwest corner thereof, same being the northwest corner of a certain tract of land, described by deed to FM 720 & Garza Partners, LP., recorded in Document Number 2007-137791, Deed Records, Denton County, Texas, continuing with the west line thereof, and the east line of said Town of Little Elm tract, passing the southeast corner thereof, same being the northeast corner of said BKDK tract, continuing with the east line thereof, and the west line of said FM 720 tract, passing the southwest corner thereof, same being the northwest corner of a certain tract of land, described by deed

to Kirk David ET AL, recorded in Document Number 2016-59807, Deed Records, Denton County, Texas, continuing with the west line thereof, and the east line of said BKDK tract, a total distance of 417.90 feet;

THENCE S 35°46'18" W, over and across said BKDK tract, a distance of 465.06 feet, to a point in the south line of said BKDK tract, and being in the north line of Lot 26, of said Windmill Hill Acres;

THENCE N 86°45'51" W, with the south line of said BKDK tract, and the north line of said Windmill Hill Estates, a distance of 2003.99 feet, to the **POINT OF BEGINNING**, and containing approximately 58.504 acres of land.

EXHIBIT "B"

Z20-0027

LADERA LITTLE ELM DEVELOPMENT REGULATIONS

Planned Development – 58.504 Acres

I. PURPOSE

Ladera Little Elm is a proposed aged-restricted, low-maintenance gated, single family home, residential community integrated with quality amenities such as walking trails, activity center "The HUB", with pool, pickle ball courts, putting green and additional activity building called "The Shack", amenity pond, parks, and open space areas that provide for an enhanced quality of life for active adults seeking a lock and leave, low-maintenance lifestyle within the Town of Little Elm.

II. DEVELOPMENT PLAN

The property shall be developed in accordance with Single Family 4 District in the Town of Little Elm Code of Ordinances unless stated otherwise herein or shown otherwise on the Development Plan (Exhibit "D"), Phasing plan (Exhibit "E"), Elevations and Floorplans (Exhibit "F"), and Landscape Plans (Exhibit "G").

A. Applicability - The following standards shall apply to this PD:

- 1) If there is a conflict between the standards in this PD and the Town of Little Elm Code of Ordinances, the standards in this PD shall govern.
- 2) If there is a regulation in the Town of Little Elm Code of Ordinances that this PD is not following and said regulation is not specifically addressed in this PD, then the deviation from Town Code shall require approval by the Planning Director of the Town of Little Elm.

III. USES

A. Permitted Uses - The following uses shall be permitted by right:

- 1) Single Family Detached Dwelling-Shall be age restricted to residents 55 years of age and older, per the Federal Housing Law.
- 2) Activity Center (HUB)
- 3) Community Pool
- 4) The Shack (reduced size additional amenity building)

B. Accessory Uses - The following uses shall be permitted as accessory uses:

- 1) Gazebos
- 2) Pavilions
- 3) Tennis and Sport Courts
- 4) Accessory Buildings
- 5) Pond
- 6) Putting Green

EXHIBIT "B"

IV. CONDOMINIUM ASSOCIATION

A Condominium Owners Association (COA) shall be required and shall be responsible for the maintenance of the common areas, entry features, accessory structures, and perimeter fencing and landscaping.

V. LANDSCAPE SETBACK REQUIREMENTS

There shall be a landscape setback with a minimum width of twenty (20) feet from the perimeter property line to a residential structure. Trails shall be permitted within the landscape setback easement.

VI. AREA REQUIREMENTS

Ladera Little Elm is a condominium community and individual dwelling units will not be platted into individual residential lots. The site will remain as one lot with a maximum of two hundred and seventy (270) dwellings units. Therefore, the reference to setbacks shall be used as building separation from other buildings and from the private street.

Side Yard Setback (Between Buildings)	Front Yard Setback (Front of Building to Back of Curb)	Rear Yard Setback (Between Buildings)
6' Minimum	20' Minimum	20' Minimum

VII. DEVELOPMENT AND PERFORMANCE STANDARDS

Minimum Lot Size	Minimum Lot Width	Minimum Lot Depth	Maximum Height	Maximum Lot Coverage (percent of lot area)	Minimum Dwelling Size (square feet)
N/A	N/A	N/A	35' or 2 ½ Stories	65%*	1,320**

* Lot Coverage based on total building coverage (excluding accessory uses) for the entire 58.5-acre site.

** Air-conditioned space.

VIII. RESIDENTIAL DENSITY

The residential density for Ladera Little Elm shall not exceed five (5) units per gross acre (du/ac). Residential density shall be calculated using the gross land area of fifty-eight point seven (58.5) acres.

IX. ARCHITECTURAL STANDARDS

A. The minimum design elements listed in Section 106.06.03 Architectural Standards for Residential Structures will apply unless stated otherwise herein:

EXHIBIT "B"

- B. The dwelling units and activity center shall be generally constructed in accordance with the building elevations shown in Exhibit "F".
- C. Minimum masonry requirement. Residential buildings and the activity center shall be one hundred (100) percent masonry, brick or stone, on the first floor. An exception to that requirement is if the Activity or Shack use The Craftsman/Farmhouse style in which they may have up to one hundred (100) percent cementitious fiberboard lap-siding.
- D. Doors. Garage door and front entry doors visible from the right-of-way shall consist of a simulated wood grained texture, with accompanying hardware.
- E. Roof Pitch. Minimum roof pitch of residential structures shall be 5:12 for rear elevations and 8:12 minimum for front elevations, with exceptions to formers and shed roofs.
- F. Mailboxes. Mailboxes shall be cluster boxes of 14 or greater boxes. Sufficient structural support to keep the mailbox upright is required. Mailboxes may be made out of metal.
- G. Cementitious fiberboard may constitute up to one hundred (100) percent of the exterior facades of stories other than the first floor.
- H. Elevation repetition. Each unique house elevation shall not be repeated on the lot most directly across the street, nor shall it be repeated on two lots in either direction on the same side of the street. A wide variety of elevations is desired as it augments the character of the subdivision and reduces monotony of design.
- I. All homes shall include at least four (4) of the architectural design features listed in Section 106.06.03(c).
- J. Attached Pergolas and Patio Covers shall be permitted and shall extend no more than five (5) feet into the rear yard.

X. TRAILS, SCREENING, LANDSCAPING, AND MITIGATION

Screening and landscaping shall be generally installed in accordance with the Landscape Plan, Exhibit "G" in addition to the following:

- A. There shall be an ornamental metal of at least six (6) feet in height fence or pre-cast wall of at least eight (8) feet in height located around the perimeter of the property.
- B. Each front yard shall have one (1) canopy tree with a minimum caliper size of four (4) inches, as measured twelve (12) inches above grade, from the approved plant list for the Town of Little Elm.
- C. Residential fencing shall consist of ornamental metal or vinyl and have a minimum height of four (4) feet and a maximum height of six (6) feet.
- D. Residential fencing shall be permitted within the 20' perimeter landscape buffer.

EXHIBIT "B"

- E. Tree mitigation standards shall be determined at time of Developer's Agreement acceptance.
- F. Required tree mitigation shall be fulfilled through town-required trees and enhanced tree plantings on the property.
- G. Plant species shall be determined at time of site plan application. Landscape plan shall adhere to the Town's accepted plant list. Any plants proposed that are not listed by Town of Little Elm shall be approved by Town staff prior to use.
- H. Perimeter Landscape refers to the outer perimeter of the property in its entirety as defined in this PD.
- I. There shall be a masonry wall with ornamental metal sections of at least six (6) feet in height along Hill Lane.

XI. PARKING

Off street parking shall be allowed in areas shown on the approved Development Plan, Exhibit "D".

- A. Each dwelling shall have a two (2) parking spaces within the garage, as well as having two (2) parking spaces in the driveway.

XII. STREETS AND ACCESS

- A. The proposed streets shall be privately maintained by the Homeowner's Association of Ladera Little Elm.
- B. The private streets shall conform to the street section on the Development Plan, "Exhibit D".

XIII. OPEN SPACE

The minimum required designated open space area shall be twenty percent (20%) of the gross land area.

- A. The perimeter landscape buffer shall be counted toward open space.
- B. An underground irrigation system shall be provided to maintain all landscape and open space areas.

XIV. PHASING

Ladera Little Elm is subject to the Phasing Plan as shown in Exhibit "E".

XV. EXHIBITS

All attached Exhibits to be adopted by this ordinance.

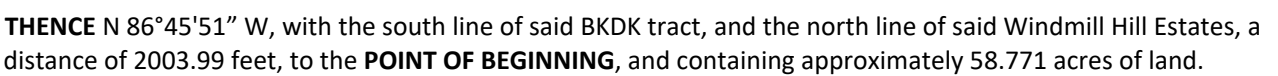
EXHIBIT "C"

PLANS, IMAGES, DOCUMENTS



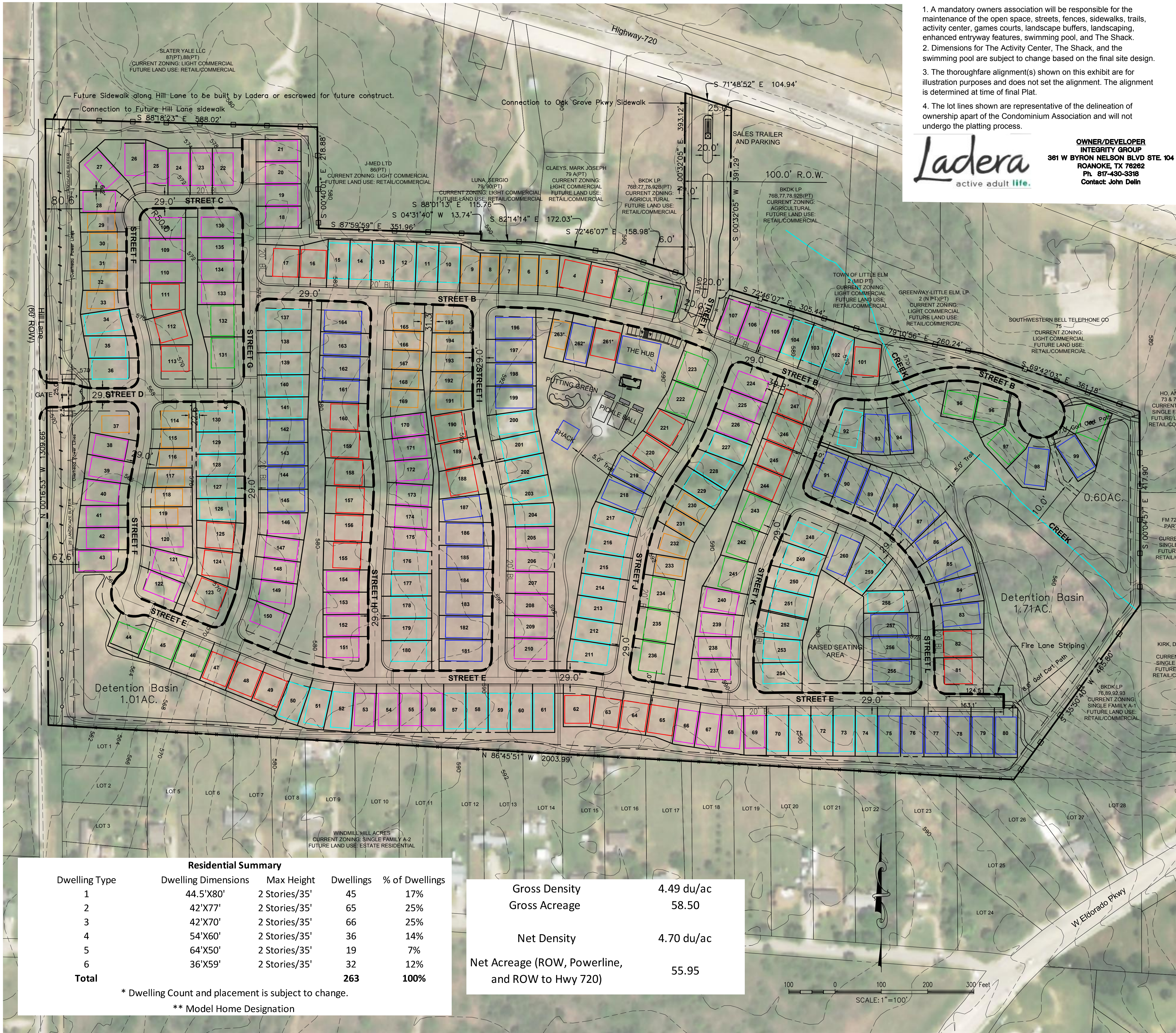
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SCALE: 1" = 100'



DF

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Plotted: 8/27/2021 9:17 AM by Emily Peterson. Sheet: 8/26/2021 8:55 PM by Emily Peterson



Residential Summary

Dwelling Type	Dwelling Dimensions	Max Height	Dwellings	% of Dwellings
1	44.5'X80'	2 Stories/35'	45	17%
2	42'X77'	2 Stories/35'	65	25%
3	42'X70'	2 Stories/35'	66	25%
4	54'X60'	2 Stories/35'	36	14%
5	64'X50'	2 Stories/35'	19	7%
6	36'X59'	2 Stories/35'	32	12%
Total			263	100%

* Dwelling Count and placement is subject to change.

** Model Home Designation

Gross Density 4.49 du/ac
Gross Acreage 58.50

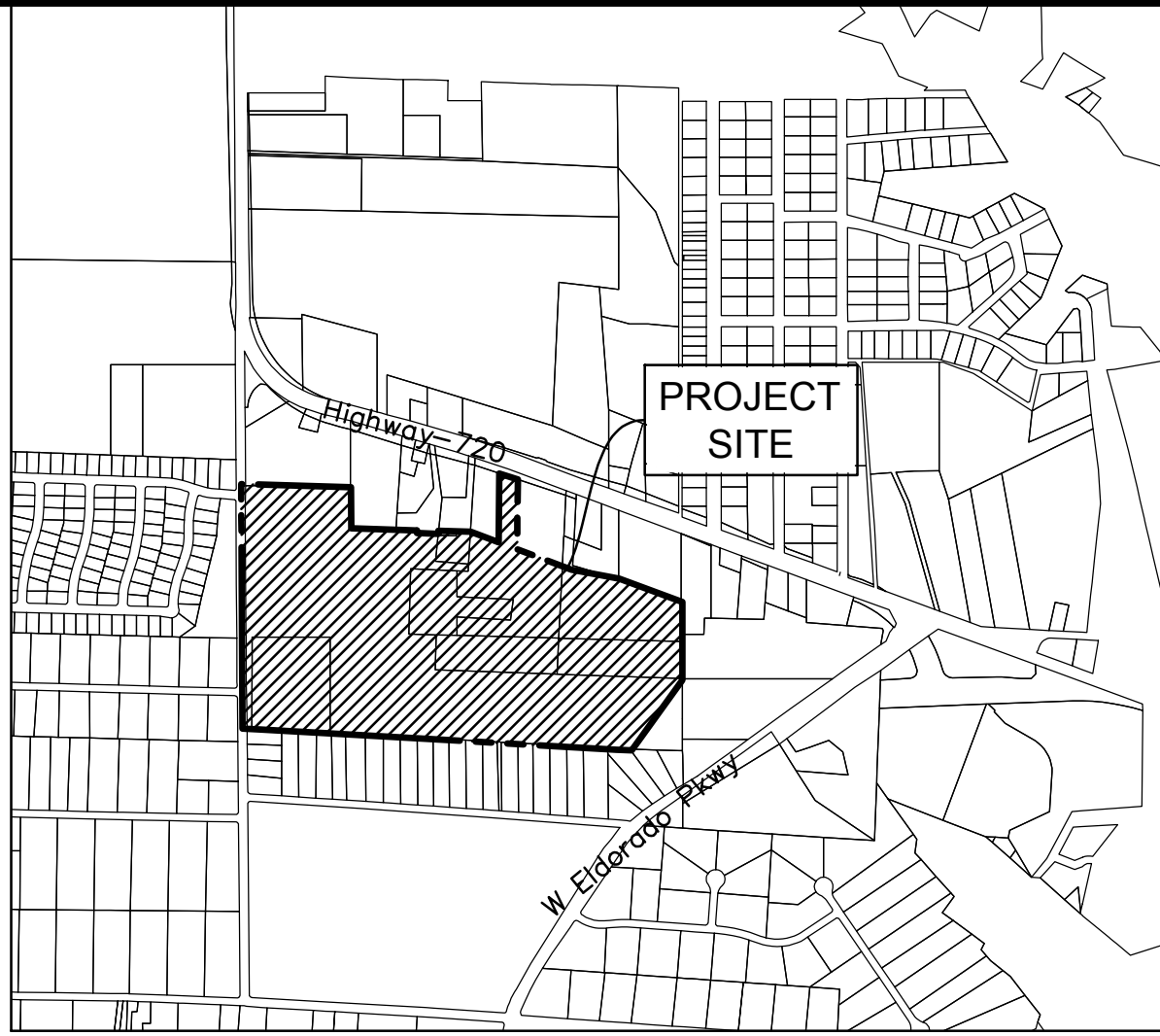
Net Density 4.70 du/ac
Net Acreage (ROW, Powerline,
and ROW to Hwy 720) 55.95

Notes

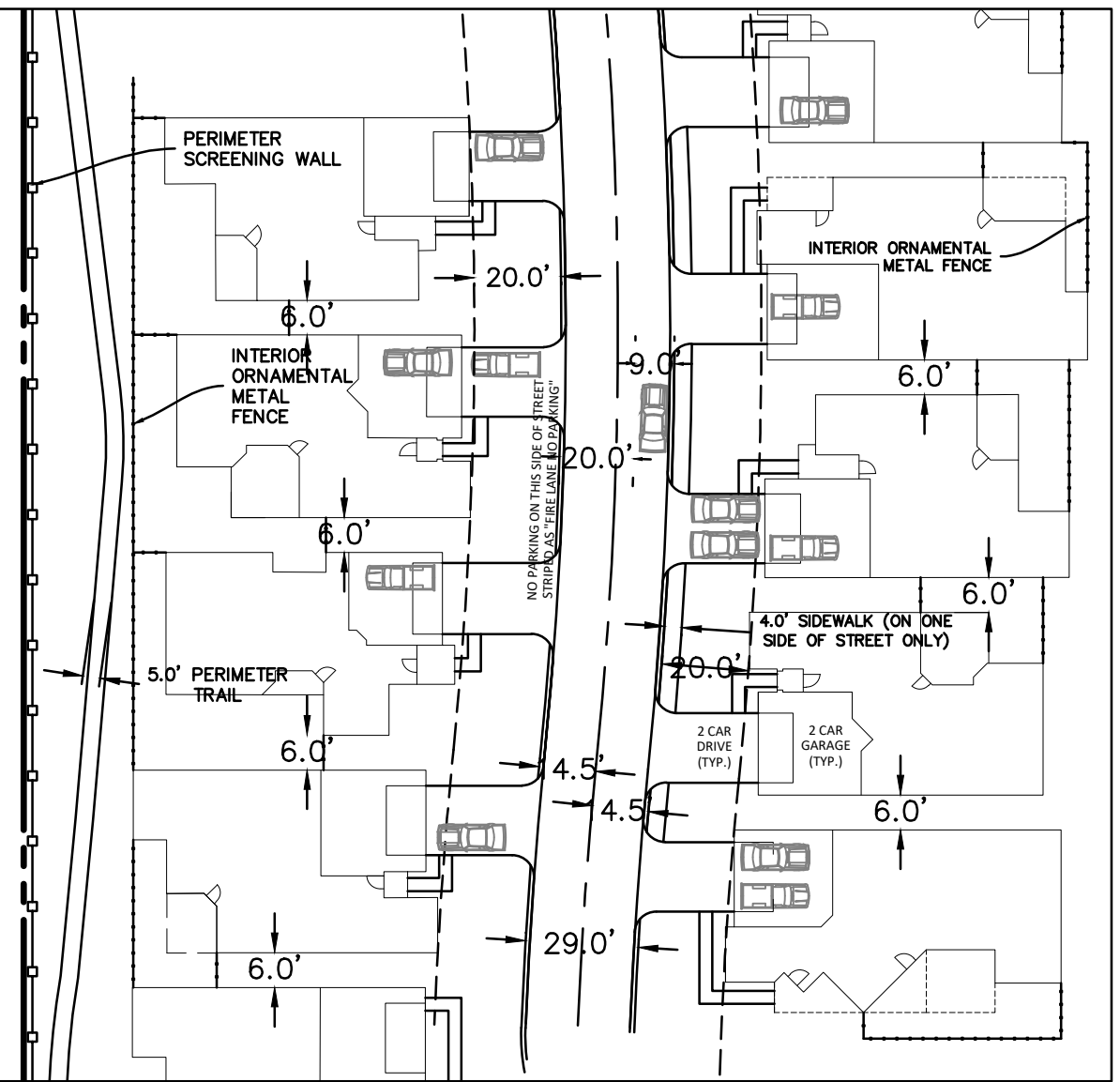
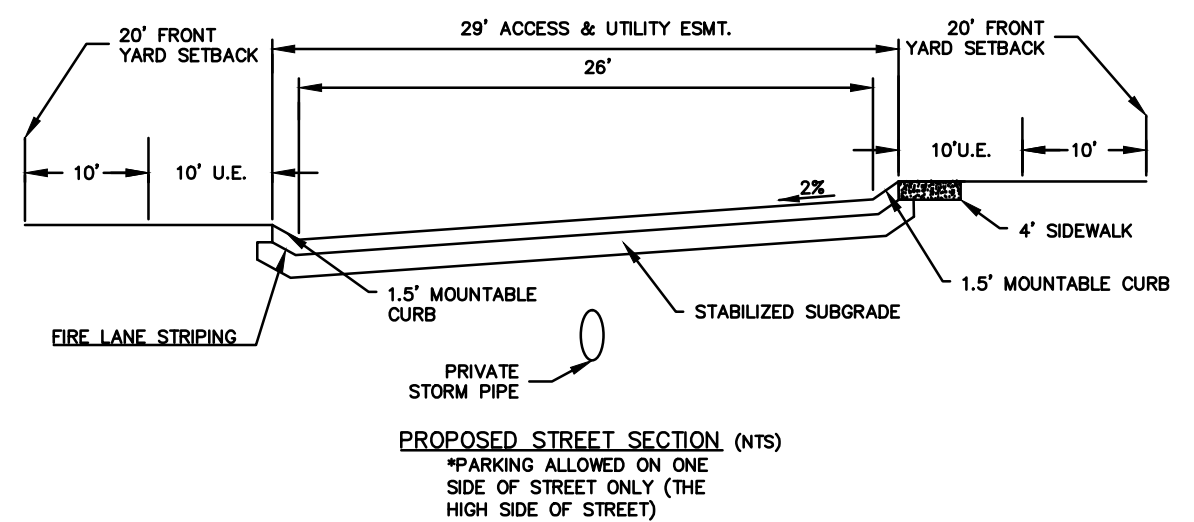
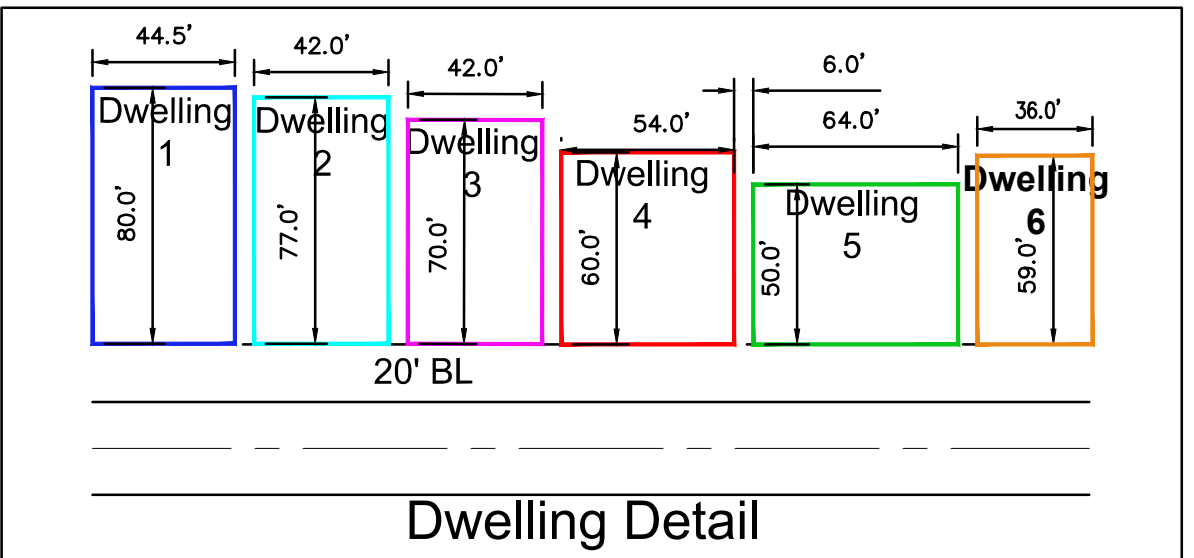
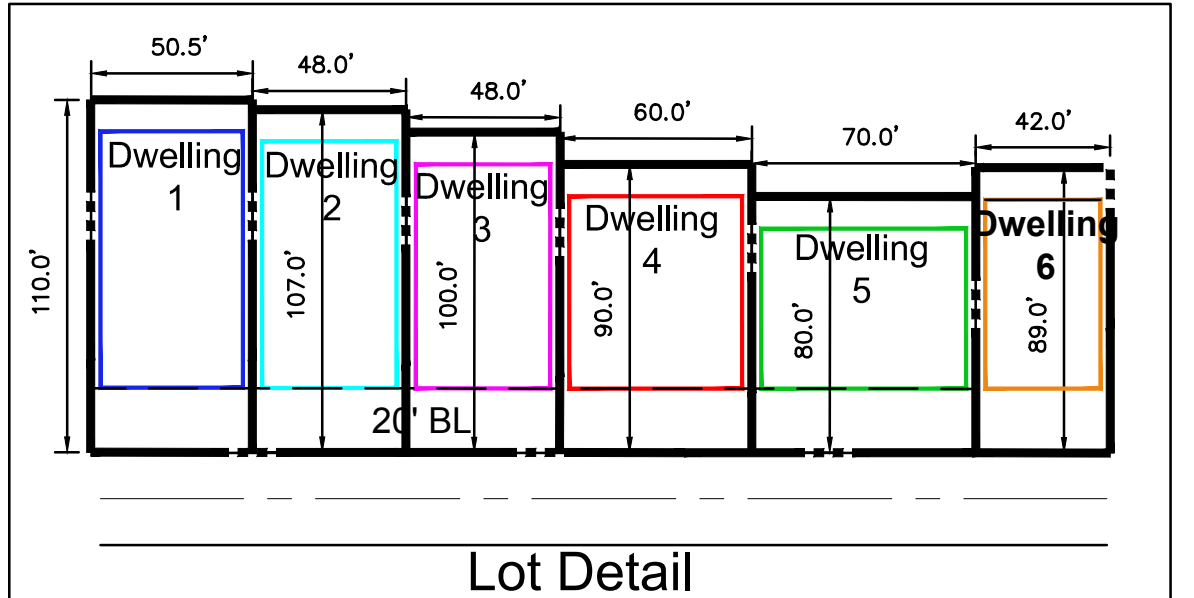
1. A mandatory owners association will be responsible for the maintenance of the open space, streets, fences, sidewalks, trails, activity center, games courts, landscape buffers, landscaping, enhanced entryway features, swimming pool, and The Shack.
2. Dimensions for The Activity Center, The Shack, and the swimming pool are subject to change based on the final site design.
3. 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.
4. The lot lines shown are representative of the delineation of ownership apart of the Condominium Association and will not undergo the platting process.

Ladera
active adult life.

OWNER/DEVELOPER
INTEGRITY GROUP
361 W BYRON NELSON BLVD STE. 104
ROANOKE, TX 76262
Ph. 817-430-3318
Contact: John Delin



Vicinity Map 1"=1,000'



Dwelling Envelope and Driveway Detail

The lot lines shown are representative of the delineation of ownership apart of the Condominium Association and will not undergo the platting process.

The John R. McAdams
Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
201 Country View Drive
Rockwall, Texas 75087
940.246.1012
TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com



LADERA LITTLE ELM

Lot 76.89,92,93,76 (B),91, 92 (A),
93(A)

58.50 Acres
in the
D.M.CULE SURVEY, ABSTRACT NO. A0226
DENTON COUNTY, TEXAS

EXHIBIT "D"
DEVELOPMENT PLAN

PRELIMINARY PLANS
THIS DOCUMENT IS FOR
INTERIM REVIEW AND IS
NOT INTENDED FOR
CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES.
THE JOHN R. MCADAMS
COMPANY, INC.
TBPE: 19762
JUSTIN L. LANDSDOWNE,
P.E. #121990
DATE 8/27/2021

Drawn By: PF
Date: 4/13/2021
Scale: 1"=100'
Revisions: 6/25/2021

2020310474

DP

LADERA LITTLE ELM

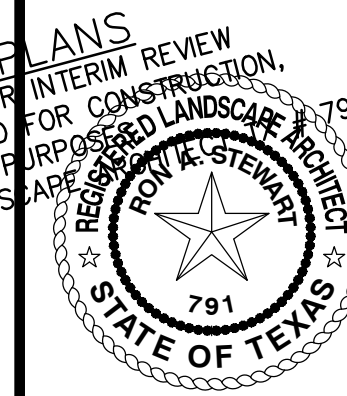
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LEGEND

- (BT) 3" CAL. BUILDER'S TREE
- (LT) 3" CAL. LANDSCAPE TREE
- (OT) ORNAMENTAL TREE
- BERMUDA SOD
- 8' SIMTEK WALL
- 6' ORNAMENTAL METAL FENCE
- 6' ORNAMENTAL METAL FENCE WITH MASONRY COLUMNS
- 6' MASONRY WALL WITH ORNAMENTAL METAL FENCE SECTIONS
- EXISTING TREE CANOPY COVERAGE

EXHIBIT G CONCEPT LANDSCAPE PLAN



Drawn By: VC
Date: 04/26/2021
Scale: 1"=80'
Revisions:
06/25/2021
07/30/2021
08/15/2021
08/27/2021

2020310474

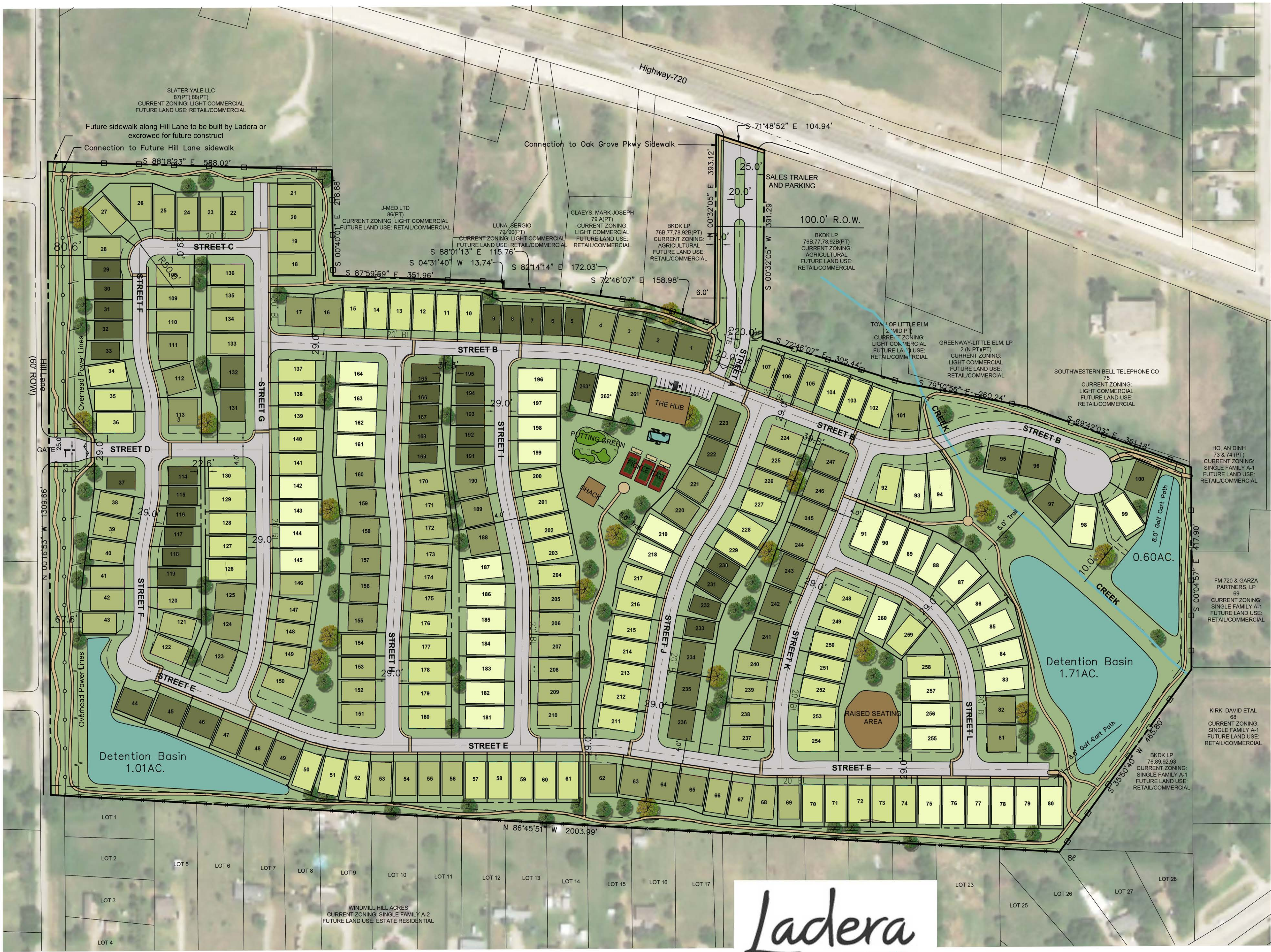
EX G

McADAMS
The John R. McAdams Company, Inc.
(DBA: G&A McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.336.9712
201 Country View Drive
Round Rock, Texas 78662
TBP#: 87962 TBP#: 10194440
www.mcadams.com

LADERA LITTLE ELM
Lot 76.89,92,93,76 (B),91, 92 (A), 93(A)
58.50 Acres in the
D.M. CULE SURVEY, ABSTRACT NO. A0226
DENTON COUNTY, TEXAS

Ladera
active adult living.

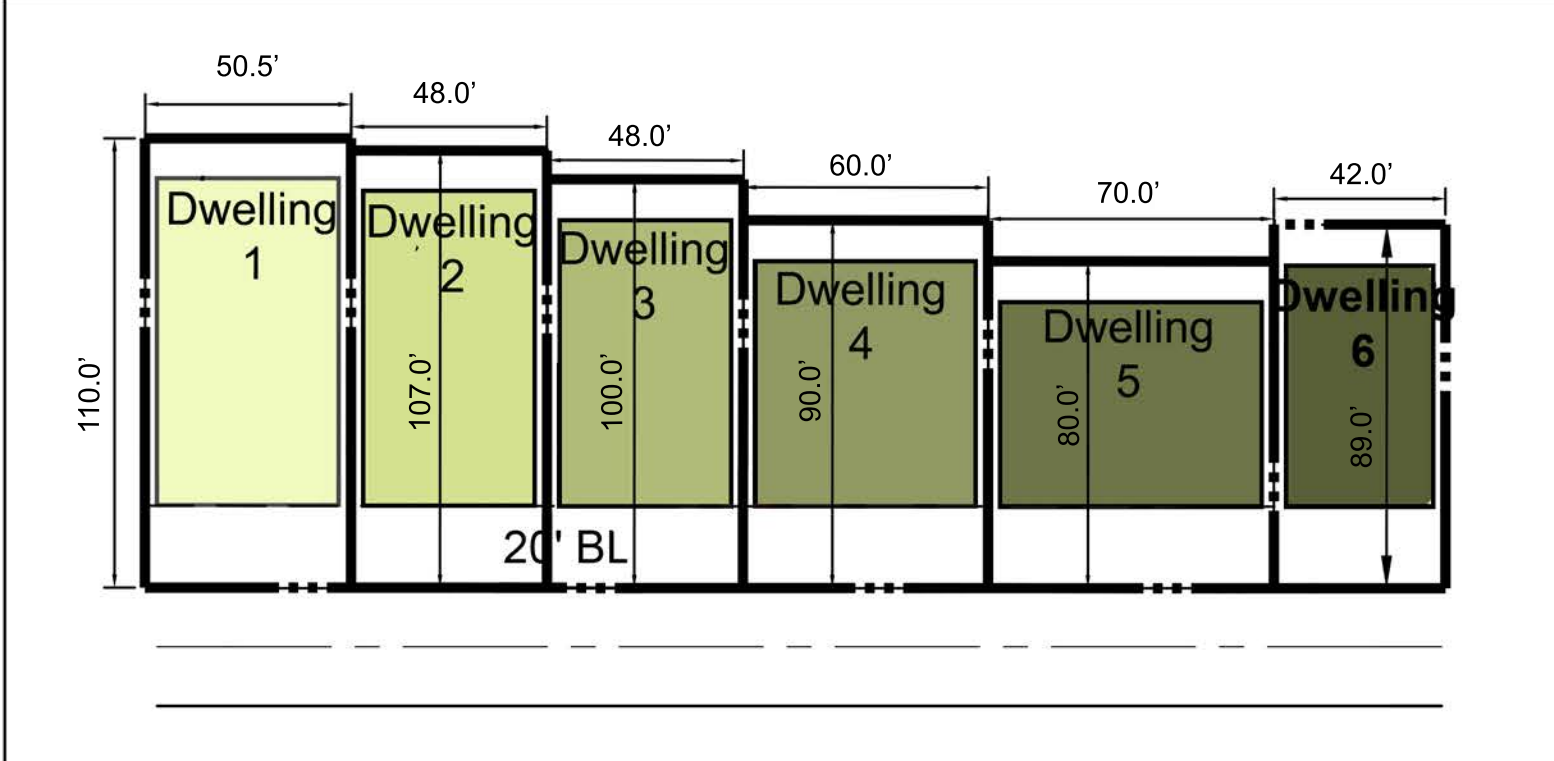
OWNER/DEVELOPER
INTEGRITY GROUP
361 W BYRON NELSON BLVD STE. 104
ROANOKE, TX 76262
Ph. 817-430-3318
Contact: John Delin



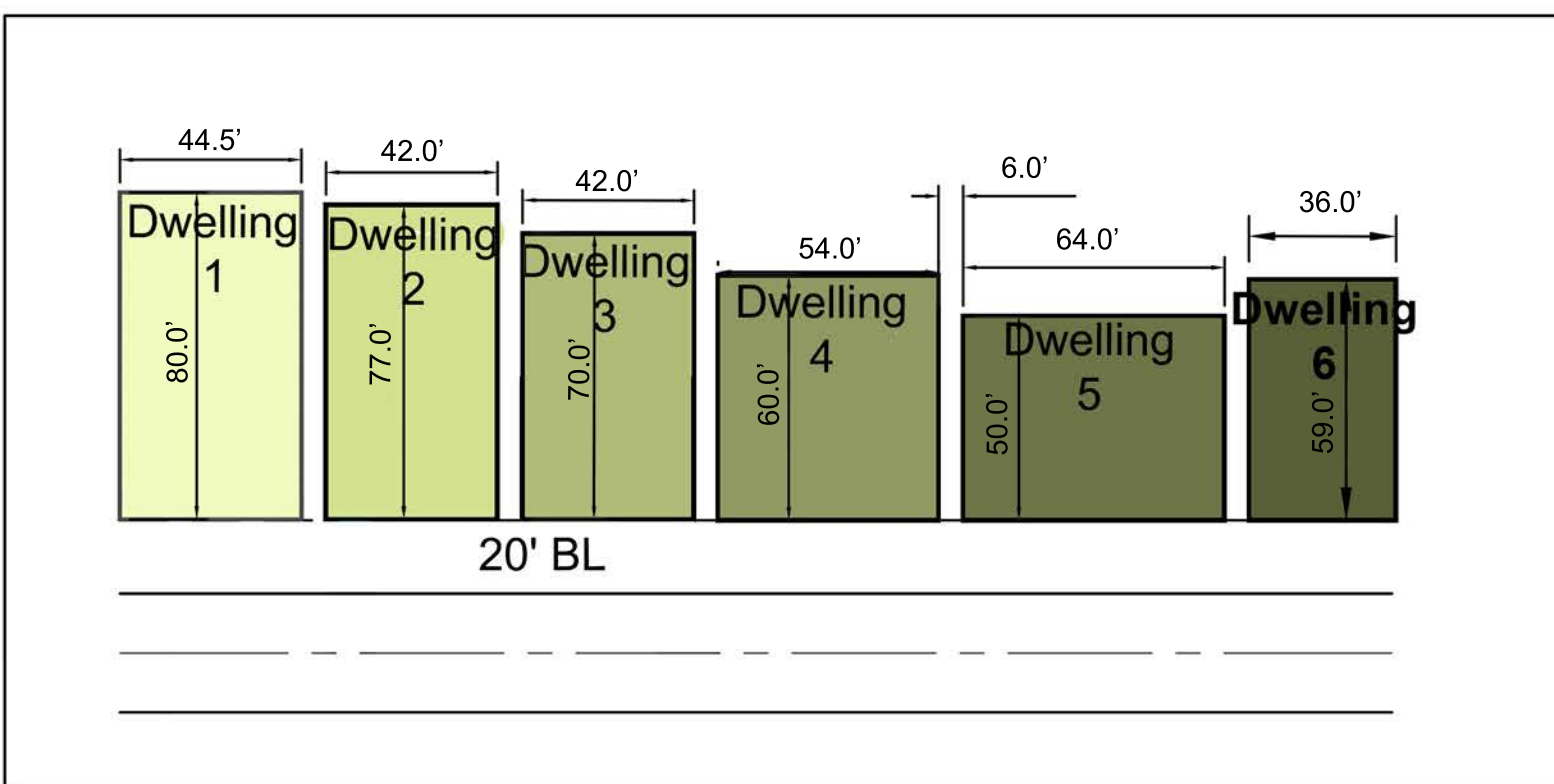
Residential Summary				
Dwelling Type	Dwelling Dimensions	Max Height	Dwellings	% of Dwelling
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2	42'X77'	2 Stories/35'	65	25%
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4	54'X60'	2 Stories/35'	36	14%
5	64'X50'	2 Stories/35'	19	7%
6	36'X59'	2 Stories/35'	32	12%
Total			263	100%

* Dwelling Count and placement is subject to change.
** Model Home Designation

Gross Density	4.49 du/ac
Gross Acreage	58.50
Net Density	4.70 du/ac
Net Acreage (ROW, Powerline, and ROW to Hwy 720)	55.95



Lot Detail



Dwelling Detail

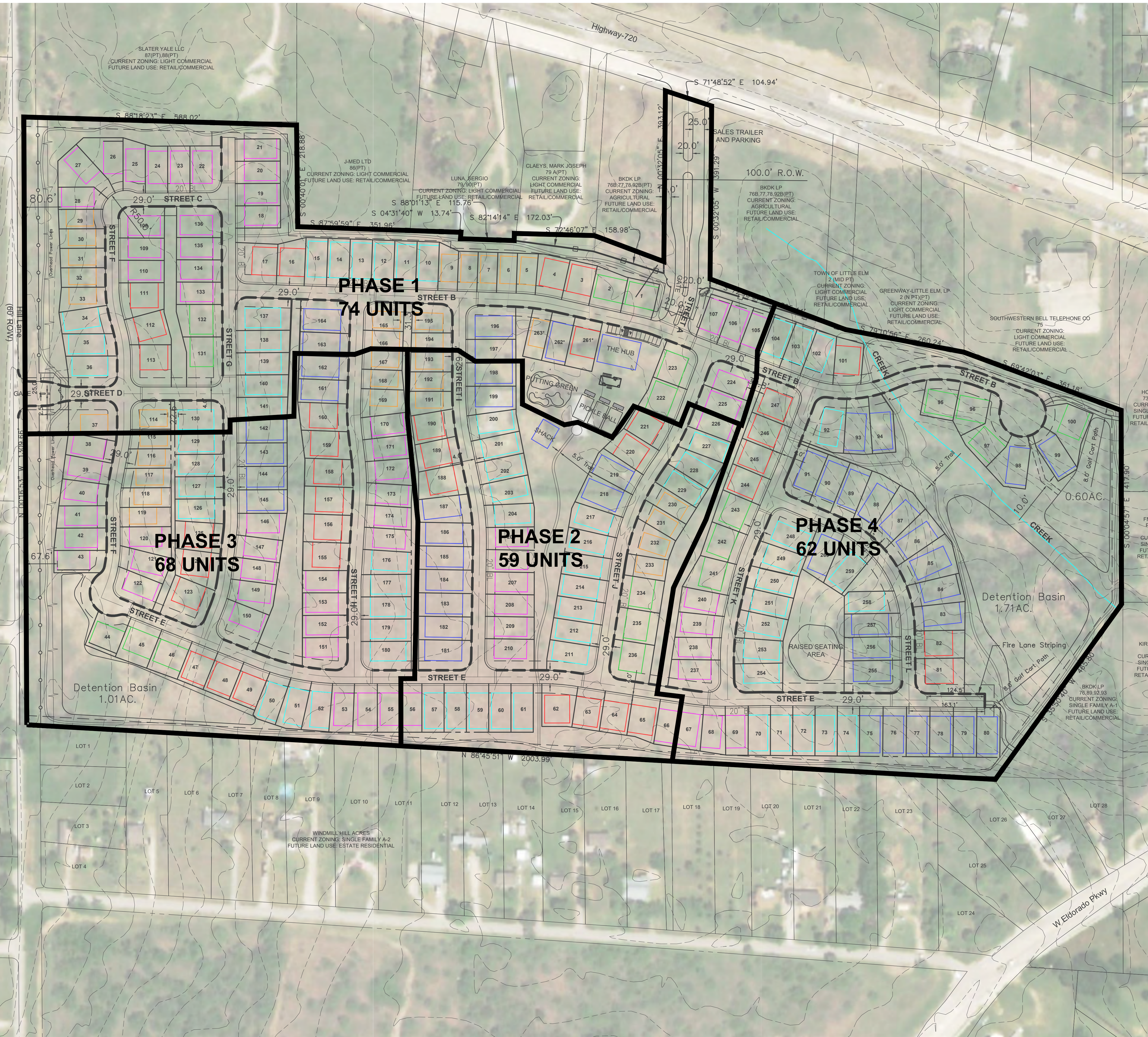


Development Plan
Ladera Little Elm
58.50 Acres

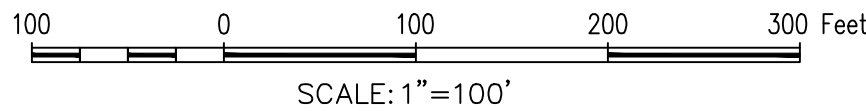
Town of Little Elm
Denton County, Texas

MCADAMS
The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
201 Country View Drive
Roanoke, Texas 76262
940.240.1012
TBPE: 19762 TBPLS: 10194440
www.gacon.com
www.mcadamsco.com

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Vicinity Map 1"=1,000'



Reviewed & Approved
A. SISSNEY - AFM
07/21/2021 4:16:44 PM



OWNER/DEVELOPER
INTEGRITY GROUP
381 W BYRON NELSON BLVD STE. 104
ROANOKE, TX 76262
Ph: 617-430-9316
Contact: John Dellin

The John R. McAdams
Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.435.9712
201 Country View Drive
Roanoke, Texas 76262
940.240.1012
TBPE: 19762 TBPLS: 1019440
www.mcadamsco.com



LADERA LITTLE ELM
Lot 76.89,92,93,76 (B),91, 92 (A), 93(A)
58.50 Acres
in the
D.M.CULE SURVEY, ABSTRACT NO. A0226
DENTON COUNTY, TEXAS

EXHIBIT "E"
PHASING EXHIBIT

PRELIMINARY PLANS
THIS DOCUMENT IS FOR
INTERIM REVIEW AND IS
NOT INTENDED FOR
CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES.
THE JOHN R. MCADAMS
COMPANY, INC.
TBPE: 19762
JUSTIN L. LANSOWNE,
P.E. #121990
DATE 6/28/2021

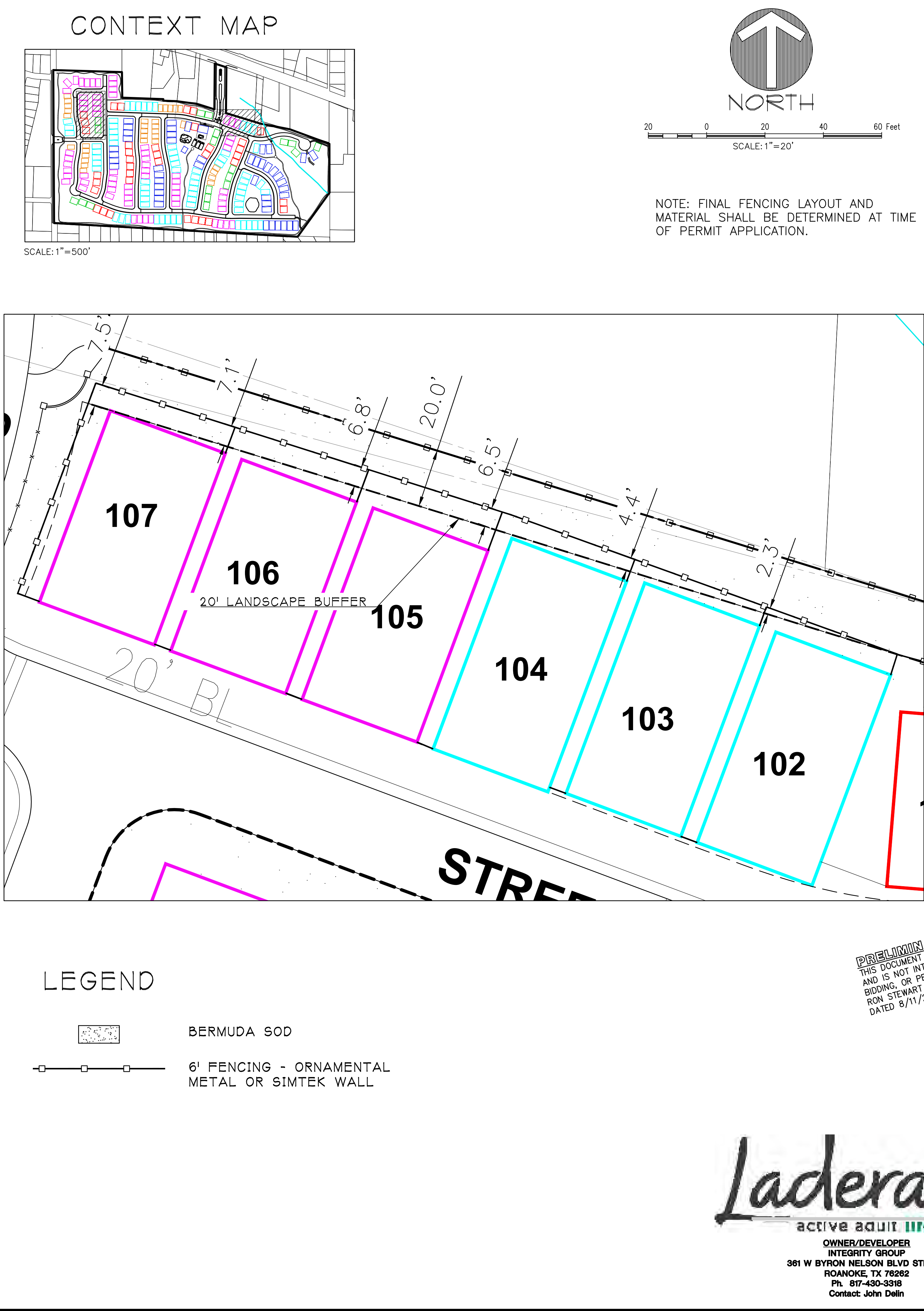
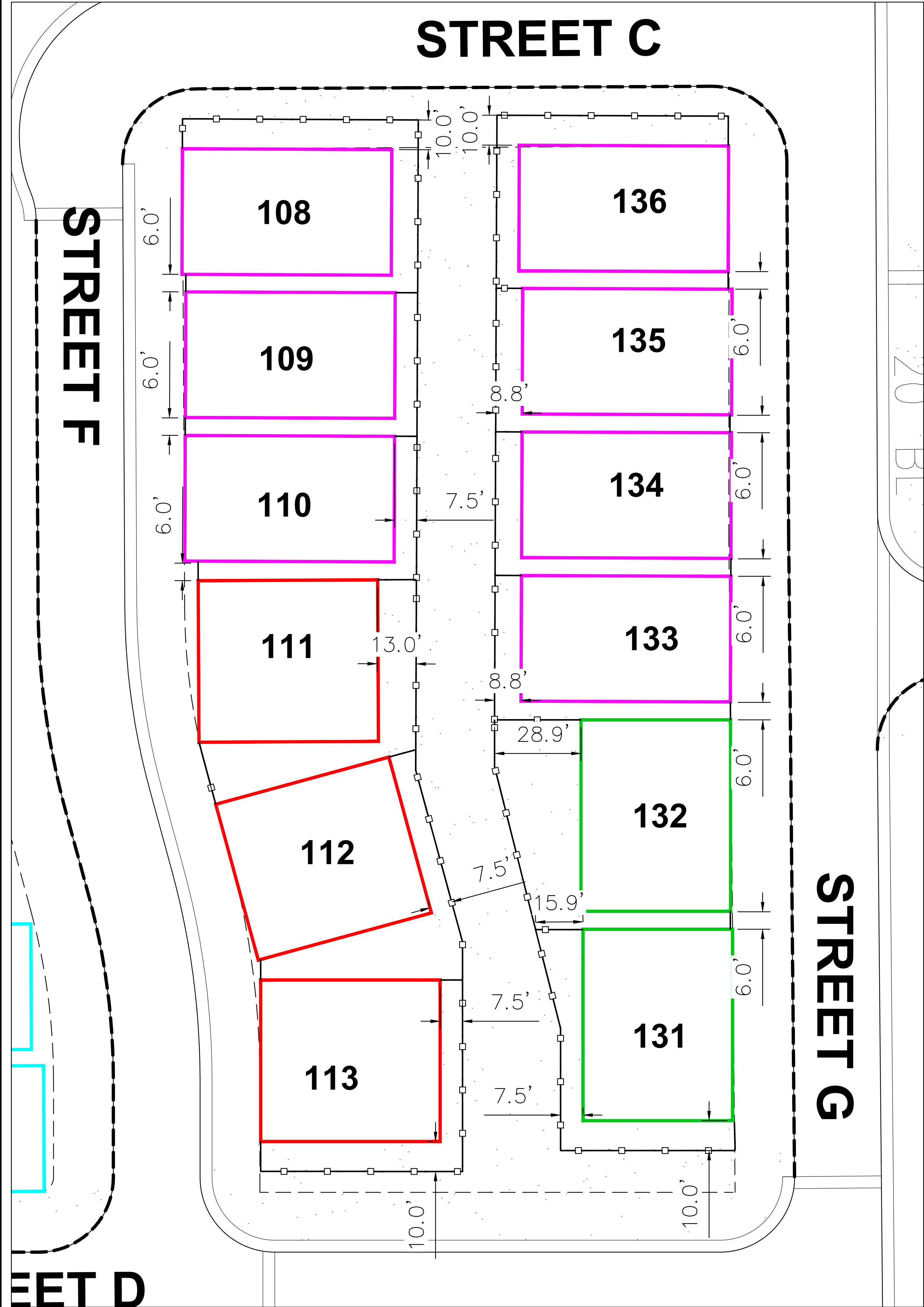
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Revisions: 6/25/2021

2020310474

DP

LADERA LITTLE ELM

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The John B. McAdams Company, Inc.
(DBA, G&A McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
201 Country View Drive
Round Rock, Texas 78682
TSP# 19762 TSP# S - 1019440
www.mcadamsco.com

McADAMS

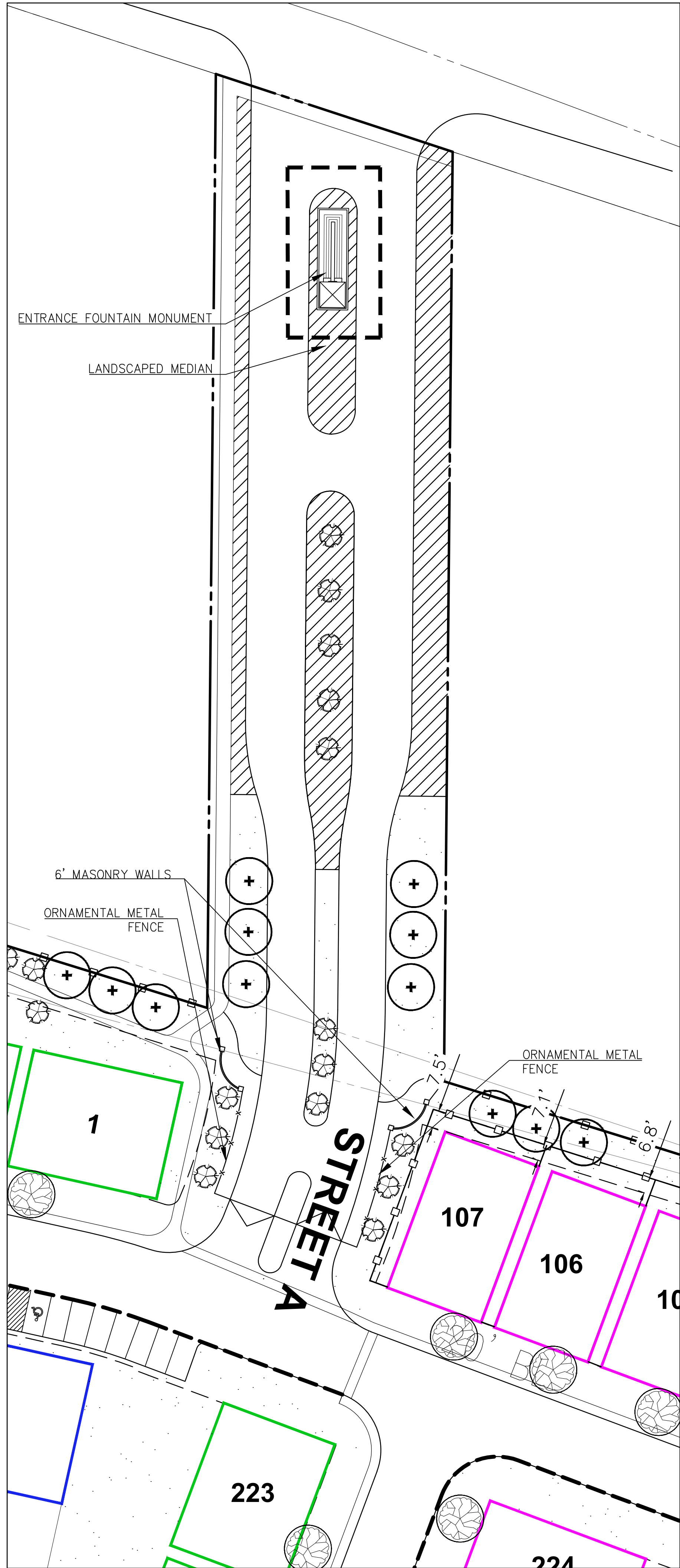
LADERA LITTLE ELM
Lot 76.89, 92, 93, 76 (B), 91, 92 (A), 93(A)
58.50 Acres in the
DM CULE SURVEY, ABSTRACT NO. A0226
DENTON COUNTY, TEXAS

**EXHIBIT H CONCEPT
RESIDENTIAL FENCING PLAN**

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Revisions:
06/25/2021
08/11/2021

2020310474

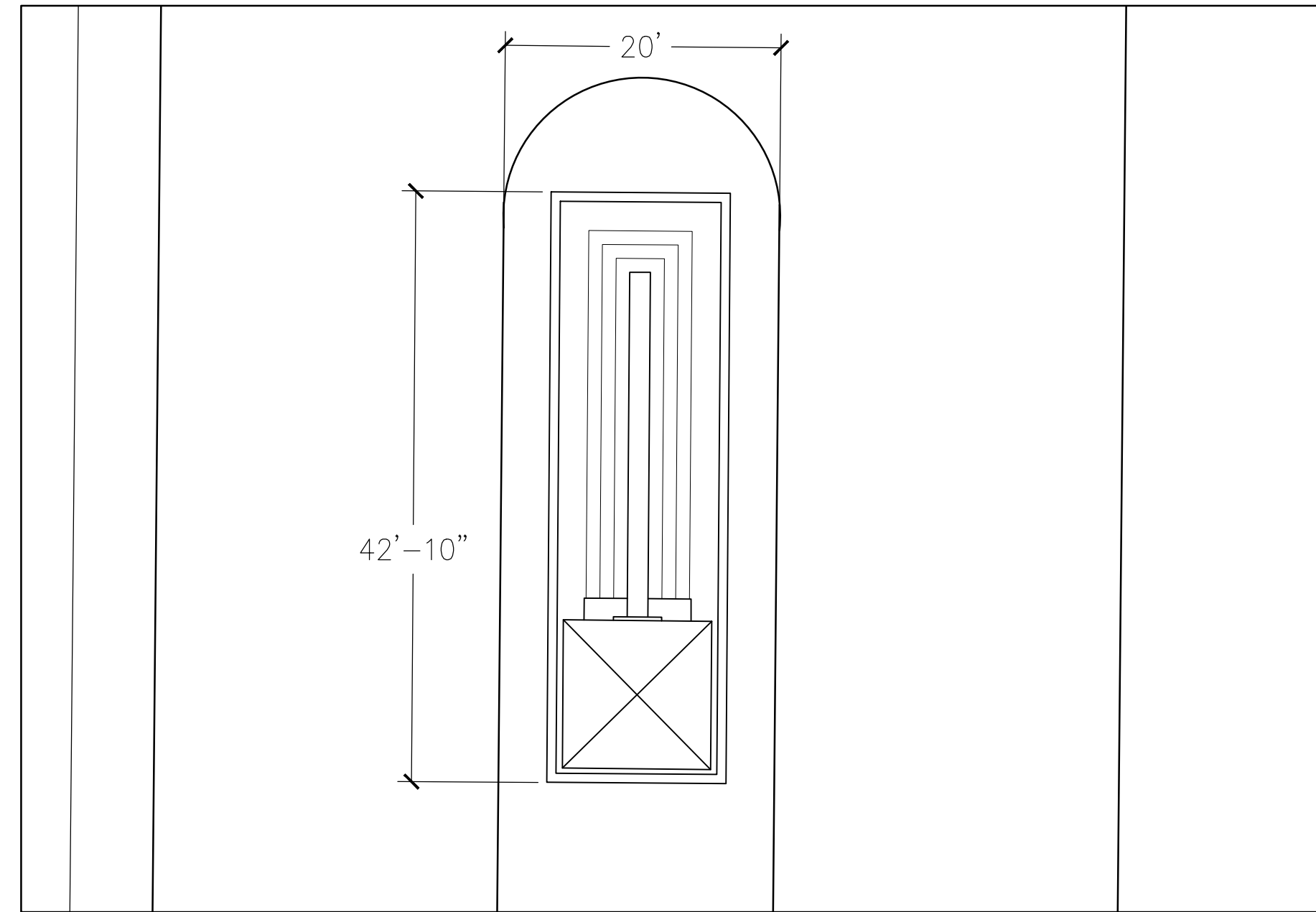
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SCALE: 1"=30'

LEGEND

- (LT) 3" CAL. LANDSCAPE TREE
- (OT) ORNAMENTAL TREE
- ENHANCED LANDSCAPE
- BERMUDA SOD
- 8' SIMTEK WALL
- 6' ORNAMENTAL METAL FENCE



1. PLAN VIEW FOUNTAIN DETAIL
1"=10'



2. ENTRANCE FOUNTAIN CONCEPT ELEVATION
NTS



30 0 30 60 90 Feet
SCALE: 1"=30'

NOTES:

- FINAL FENCING LAYOUT AND MATERIAL SHALL BE DETERMINED AT TIME OF PERMIT APPLICATION.
- ENTRANCE MONUMENT FOUNTAIN ILLUSTRATION IS FOR CONCEPTUAL PURPOSES ONLY. FINAL DESIGN TO BE DETERMINED AT TIME OF CONSTRUCTION DRAWINGS.

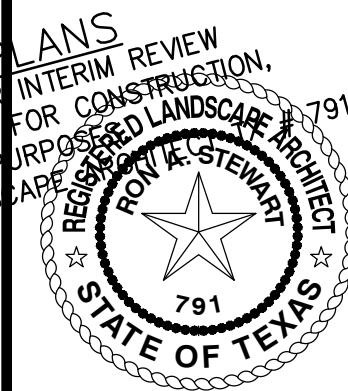
The John R. McAdams Company, Inc.
(DBA: G&A McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
201 Country View Drive
Round Rock, Texas 78662
TBP# 18762 TBS S. 1019440
www.gamco.com



LADERA LITTLE ELM
Lot 76.89, 92, 93, 76 (B), 91, 92 (A), 93(A)
58.50 Acres in the
CULE SURVEY, ABSTRACT NO. A0226
DENTON COUNTY, TEXAS

EXHIBIT I CONCEPT ENTRANCE DETAIL

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
RON STEWART LANDSCAPE ARCHITECT
DATED 8/26/2021



Drawn By: VC
Date: 07/30/2021
Scale: 1"=30'
Revisions:
08/27/2021

Ladera
active adult life.

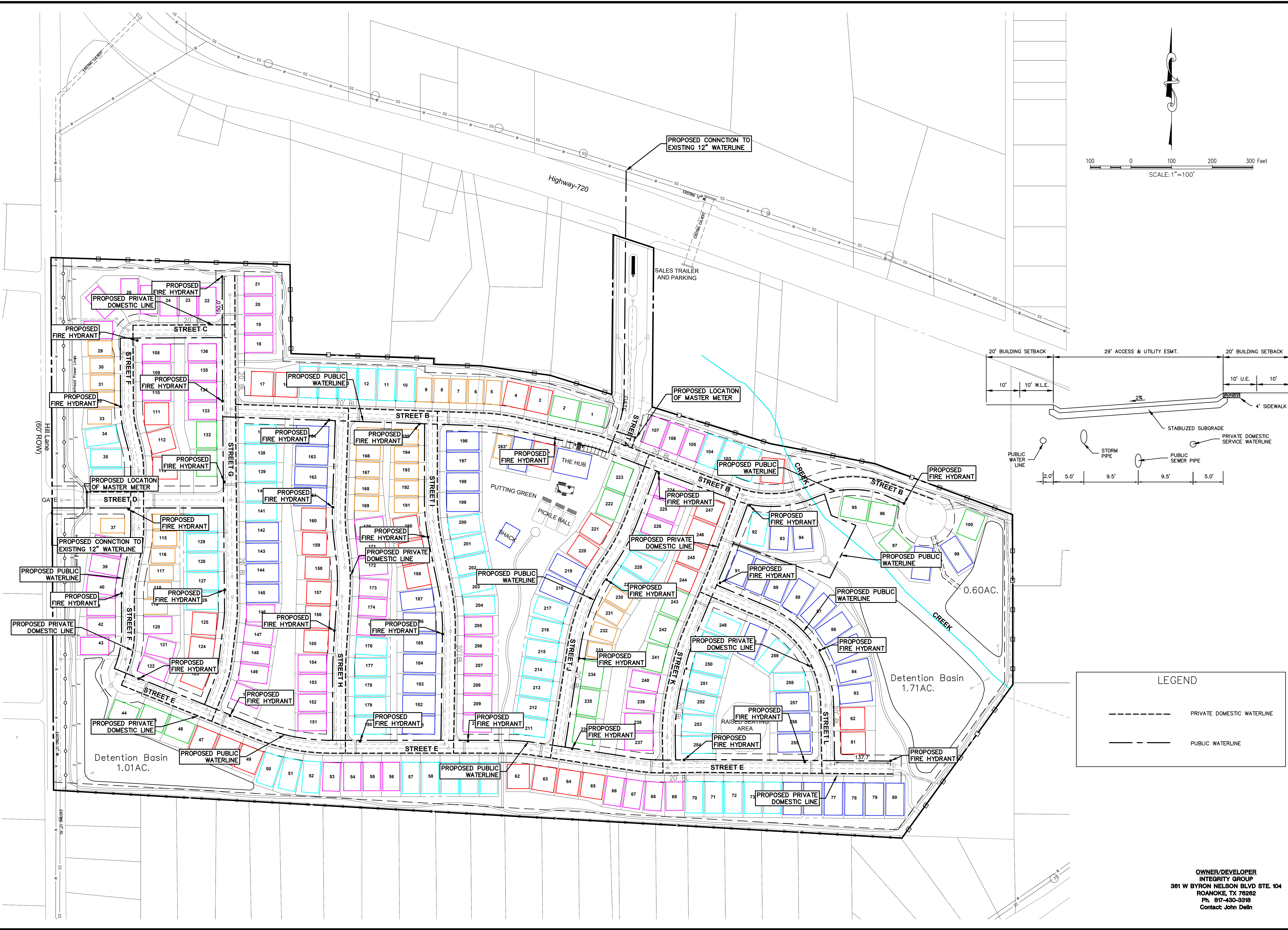
OWNER/DEVELOPER
INTEGRITY GROUP
361 W BYRON NELSON BLVD STE. 104
ROANOKE, TX 76262
Ph. 817-430-3318
Contact: John Delin

2020310474

EX I

LADERA LITTLE ELM

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Plotted: 7/30/2021 11:29 AM by B. B. B. - 1/20/2021 11:18 AM by J. B. B.





MCADAMS

PRELIMINARY STORM PLAN

PRELIMINARY PLANS
THIS DOCUMENT IS FOR
INTERIM REVIEW AND IS
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CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES.
THE JOHN R. MCADAMS
COMPANY, INC.
BPE: 19762
JUSTIN L. LANSDOWNE,
P.E. #121990
DATE 7/30/2021

[illegible]

2020310474

К

[illegible]

Exterior Boundary Fence

Simtek Privacy Fence

Wrought Iron option where backed up to landscape

The photo to the right depicts Simtek being used as the Exterior Boundary Fence.

www.certainteed.com/fence/simtek



These following pictures depict the Simtek Privacy fence used in/as a privacy option. Also shown is the wrought iron option where backed up to landscape and other areas, such as open or amenity areas.



Fencing Around Homes

Privacy fencing used between homes that back up to viewpoints

Wrought Iron is used for visibility

Access gate at the front and rear



The picture to the left shows where Privacy fence is used between homes that back up to viewpoints, also showing how the Wrought Iron fence is used for visibility to the same areas.

The picture to the right shows the front fencing detail, which all have an access gate at the front and rear. This also shows how the rear privacy fence is part of these particular homes, which “back up” to other homes.



Side yard Detail

Gravel used between homes
for drainage



The picture to the left shows our gravel side yard which is typical in each home.







Ladera

active adult **life.**

Toscana

2,248 SF

2BR / 2BA

3 Elevations

***Will Have Faux
Cedar Garage Doors**



Ladera

active adult **life.**

Avanti

1,964 SF

2BR / 2BA

5 Elevations

*Will Have Faux
Cedar Garage Doors



Ladera

active adult **life.**

Casina

2,231 SF

2BR / 2BA

5 Elevations

***Will Have Faux
Cedar Garage Doors**



Ladera

active adult **life.**

Castella

2,419 SF

2BR / 2BA

3 Elevations

***Will Have Faux
Cedar Garage Doors**



Ladera

active adult **life.**

Verona

2,809 SF

2BR / 2BA

5 Elevations

***Will Have Faux
Cedar Garage Doors**



Ladera

active adult **life.**

Verona 2-Story

2,146 SF

3BR / 3BA

3 Elevations

***Will Have Faux
Cedar Garage Doors**















Gray Background Does Not Print

Job Notes:

[Sold Sign]

30@ 24" x 24" Single Face Coroplast
DIRECT Digital Print mounted on
Double TBar Stake
9 are to be placed on the lot as noted on
attached map. Balance to be placed at
construction trailer.

[Quick Delivery Signs]

6@ 18" x 36" Single Face Coroplast
DIRECT Digital Print mounted on
Double 18"x24" TBar Stake
3 are noted on map. 3 to be placed at
construction trailer.

[Home Site Sign with Numbers]

50@ 24" x 24" Single Face Coroplast
DIRECT Digital Print mounted on Double TBar Stake
(1 of Each)
Place lot 19 in sales trailer

[Home Site Sign Blank]

25@ 24" x 24" Single Face Coroplast
DIRECT Digital Print mounted on Double TBar Stake
Place at construction Trailer

Tavolo Park
Camino Navaro Way and Camona Trail
Ft Worth, TX

See plat /art

PMS Colors:
(If Applicable)

NOTE: Due to inherent differences
between viewing an image on a computer
monitor and viewing a printed image, there
may be some variation in color and tonality
between what you see on your monitor and
the print we produce for you.

Work Order # 89465

SCALE: 1/10

Page 1 of 1

Customer Name: Integrity Group - Tavolo Park

Date Last Modified: 8/19/20

By: Franchette

First Graphic Services, Inc.

229 Garvon St. Garland, TX 75040

(972) 494-6199 (972) 494-9399

www.firstgraphicservices.com

Please DOUBLE CHECK the following: Spelling, Grammar, Punctuation, Addresses, Phone Numbers, Etc.

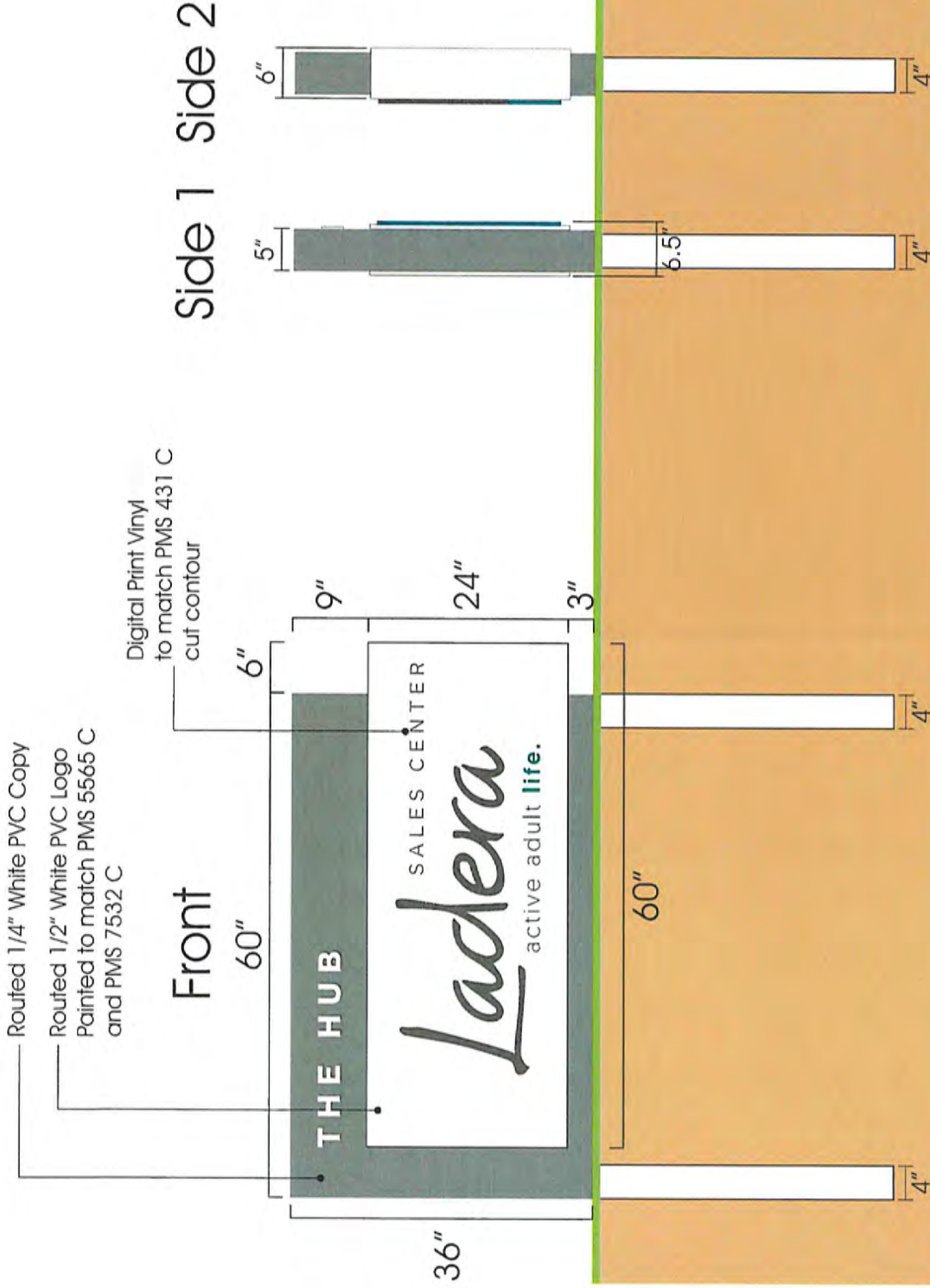
By submitting approval of this proof, you agree to the following...

- You have verified that spelling and content are correct.
- You are satisfied with the document layout
- We will print exactly what appears on this proof, and you cannot make any changes once approval has been approved and sent to print.

Job Notes:

1 @ 3' x 5.5' SINGLE FACE 1/4" Routed PVC Letters/Logos

Specs on art



PMS Colors:
(If Applicable)

PMS 431 C

Work Order # 93755 SCALE: 1/10

Customer Name: Integrity Group - Ladera

Date Last Modified: 2/26/21

By: Franchette

First Graphic Services, Inc.

229 Garvon St. Garland, TX 75040

(972) 494-6199 (972) 494-9399

www.firstgraphicservices.com

Please DOUBLE CHECK the following: Spelling, Grammar, Punctuation, Addresses, Phone Numbers, Etc.

By submitting approval of this proof, you agree to the following...

- You have verified that spelling and content are correct.
- You are satisfied with the document layout
- We will print exactly what appears on this proof, and you cannot make any changes once approval has been approved and sent to print.

Note: Due to inherent differences between viewing an image on a computer monitor and viewing a printed image, there may be some variation in color and tonality between what you see on your monitor and the print we produce for you. We strongly recommend supplying Solid Coated (C) PMS (Pantone Matching System) colors for colors that you wish to be exact.









EXHIBIT
Pergolas and Patios



The Hub

Rear Yard Pergolas



Screened Porches



Side Year Patio



Solid Cover Patio





August 26, 2021

MEMO RE: Ladera Community – Firewall Design Standard

To whom it may concern,

When designing our communities and our homes we work to provide efficient solutions while maintaining or exceeding safety standards in our craft.

One major area we have focused our efforts toward occurs in the realm of fire safety as we design our community with narrower widths between homes than traditional community designs. Along with grading and drainage design, which is also affected by the closer proximity, we have created design parameters for fire safety, which meet or exceed IRC code standards.

Table R302.1 of the 2018 IRC is the basis for our design parameters. Attaching the table (Exhibit A) for quick reference. Additionally, for information purposes, our homes are spaced no less than 6' and could be as much as 10' on a street row (depending on home type purchased by our customers).

With the information rendered in Table R302.1, we have worked with local architects to develop designs which are applied to construction in the field (Exhibit B & C). For additional transparency and accountability with the city permitting and inspection team, we show which walls must conform to these design standards on our individual plot plans which are submitted for permit.

Lastly, we have been using these construction methods in multiple communities around the metroplex and we have developed experience building this design in the field. Our trade partners have been trained numerous times on the nuances involved with the design and understand the priority we place on fire safety in our construction methods.

If you have any questions on this design or the application of the design, I'd be happy to discuss this in further detail. My contact information is listed on the signature below. Thank you for your consideration of the above information

Sincerely,

Steve Delin

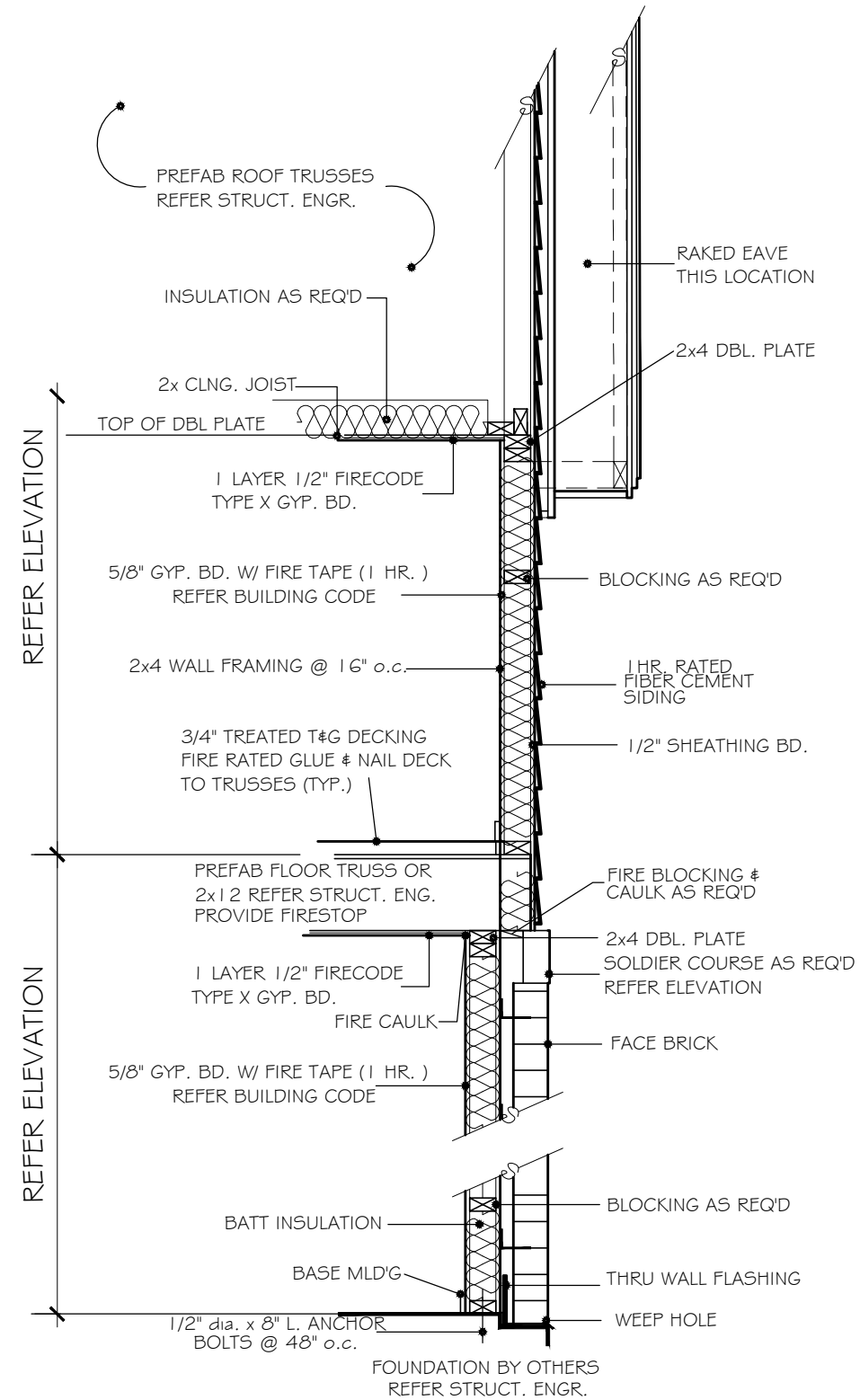
President

Residential Division

steve@integritygroups.com

972.824.5763

EXHIBIT C



**NOTE: 5/8" SHEETROCK TO
ROOF DECK. TURN OUT 4' ON
UNDERSIDE OF DECK PER CODE.**

DETAIL CONFORMS TO
UL LISTING ANSI/UL 263
PER TABLE R302.1 OF THE 2015 IRC

2 STORY WALL DETAIL
NOT TO SCALE

NOTES:

1. Any discrepancies must be brought to the architects' attention for revision prior to the start of construction.
2. Refer to all local codes for plumbing, mechanical, & electrical requirements.
3. Builder to verify all notes & dimensions prior to construction.

CLAUSE

DATE: MARCH 29, 2019

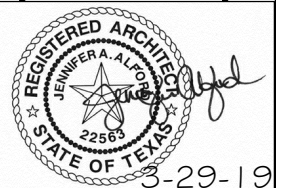
DRAWN BY:
J. ALFORD

REVISIONS:

△

□

**CROSS
TIMBERS
ARCHITECTS**
4315 WINDSOR CENTRE TRAIL #200
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754



A CUSTOM PROJECT FOR:

LADERA WALL DETAIL

INTEGRITY GROUP

JOB #

19-012

SHEET

A



Date: 10/19/2021
Agenda Item #: 8. B.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Rui Hong, Inc.**

DESCRIPTION:

The attached agreement is to solidify the Planned Development and the intended design of the proposed commercial development as outlined in the associated planned development documents and plans for Cottonwood Crossing Planned Development.

BUDGET IMPACT:

There is no budget impact associated with this item.

RECOMMENDED ACTION:

Staff recommends Council to consider and execute the attached agreement.

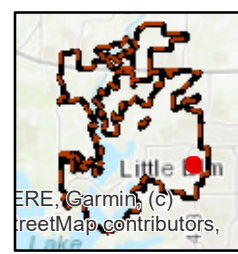
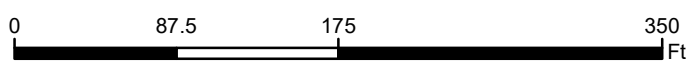
Attachments

Location Map - Cottonwood Crossing PD

Development Agreement - Cottonwood Crossing PD



Little Elm Retail Zoning Change Request



Town of Little Elm
Denton County, Tx
 Date: 8/16/2021



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 §

**DEVELOPMENT AGREEMENT
FOR COTTONWOOD CROSSING PD**

This Development Agreement for Cottonwood Crossing Planned Development (“**Agreement**”) is entered into between Rui Hong, Inc. (“**Developer**”), whose address for purposes of this Agreement is 13098 Caterpillar Dr., Frisco, TX 75035, and the Town of Little Elm, Texas (“**Town**”), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. Developer and the Town are sometimes referred herein together as the “**Parties**” and individually as a “**Party**.”

Recitals:

1. Developer is the owner of .99 acres located at 2750 Little Elm Parkway in the Town of Little Elm, Texas (the “**Property**”), which Property is more particularly described in **Exhibit A** attached hereto.
2. In furtherance of the development of the Property, the Parties have negotiated certain matters regarding the Property as set forth in this Agreement.
3. The Parties seek to memorialize these negotiated matters and to include them in this contractually-binding Agreement.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties do hereby agree as follows:

Section 1. Incorporation of Premises. The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Term. This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so (“**Effective Date**”). This Agreement shall remain in full force and effect from the Effective Date until terminated by the mutual agreement of all of the Parties in writing, or until all obligations in the Agreement have been fulfilled (“**Term**”).

Section 3. Agreements. The Parties agree as follows:

- A. The negotiated and agreed upon zoning and development standards contained in the Cottonwood Crossing PD Ordinance, attached hereto as **Exhibit B**, which incorporate by reference the general zoning regulations of the Town’s zoning ordinance, are hereby adopted and incorporated into this agreement as contractually-binding obligations of the Developer.

Section 4. Miscellaneous.

- A. **Applicability of Town Ordinances.** When the Property is developed, Developer shall construct all structures on the Property, in accordance with all applicable Town ordinances and

building/construction codes, whether now existing or arising prior to such construction in the future.

B. Default/Mediation. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

C. Venue. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Denton County, Texas.

D. Relationship of Parties. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.

E. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

F. Cumulative Rights and Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

G. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

H. Surviving Rights. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.

I. Applicable Laws. This Agreement is made subject to the existing provisions of the Charter of the Town of Little Elm, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.

J. Authority to Execute. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

K. Amendments. This Agreement may be only amended or altered by written instrument signed by the Parties.

L. Headings. The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.

M. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

N. Filing in Deed Records. This Agreement shall be recorded in the real property records of Denton County, Texas. This Agreement and all of its terms, conditions, and provisions is and shall constitute a restriction and condition upon the development of the Property and all portions thereof and a covenant running with the Property and all portions thereof, and is and shall be binding upon Developer and all of Developer's heirs, successors, and assigns and the future owners of the Property and any portion thereof; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any final platted residential lot upon which a completed home has been constructed.

O. Notification of Sale or Transfer; Assignment of Agreement. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement with respect to the portion of the Property transferred to Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor owner, and if the Developer or any Assignee is in default under this Agreement, such default

shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting Developer or Assignee. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor developer, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

P. Sovereign Immunity. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

Q. Exactions/Infrastructure Costs. Developer has been represented by legal counsel, or has had an opportunity to do so, in the negotiation of this Agreement, and been advised, or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Agreement are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

R. Waiver of Texas Government Code § 3000.001 et seq. With respect to the improvements constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005.

S. Rough Proportionality. Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement. Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed by this Agreement.

T. Form 1295 Certificate. The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

U. **Undocumented Workers Provision.** The Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the Town notifies Developer of the violation.

V. **Non-Boycott of Israel Provision.** In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless Developer is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.

W. **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

X. **Report Agreement to Comptroller's Office.** Town covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021). [For Chapter 380 Agreements]

Y. **Verification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

Z. **Verification Against Discrimination Developer Does Not Boycott Energy Companies.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

DEVELOPER

a _____ company

By: _____

Date: _____

TOWN OF LITTLE ELM, TEXAS

By: _____
Matt Mueller
Town Manager

Date: _____

ATTEST:

By: _____
Kate Graham
Acting Town Secretary

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me, the undersigned authority, on this ____ day of _____, 2021, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By: _____
Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned authority, on this ____ day of _____, 2021, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of _____.

[Seal]

By: _____
Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT A

Property Description

EXHIBIT A

LEGAL DESCRIPTION

BEING a 0.99 acre tract of land situated in the William McFadin Survey, Abstract Number 893, in the Town of Little

Elm, Denton County, Texas and being all of a called 0.986 acre tract of land described in deed to Little Elm 423

Partners, LP, recorded in Document Number 2015-89571 of the Official Records of Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with cap stamped "RPLS5686" found at the Northeast corner of said Little

Elm 423 Partners tract and the common Northwest corner of Lot 5, Block A, Cottonwood Crossing Addition, recorded

in Document Number 2013-296 of the Plat Records of Denton County, Texas and in the South Right-of-Way (R.O.W.) line of Little Elm Parkway (a variable width R.O.W.);

THENCE S 26°55'38" W with the East line of said Little Elm 423 Partners tract and the West line of said Lot 5, Block

A, a distance of 246.50 feet to an "X" cut found at the Southeast corner of said Little Elm 423 Partners tract and the common Southwest corner of said Lot 5, Block A;

THENCE N 63°04'22" W with the South line of said Little Elm 423 Partners tract, a distance of 174.02 feet to a to

an "X" cut found at the Southwest corner of said Little Elm 423 Partners tract and the common Southeast corner of

Lot 3, Block A of Cottonwood Crossing Addition, recorded in Document Number 2012-29 of the Plat Records of Denton County, Texas;

THENCE N 26°55'38" E with the West line of said Little Elm 423 Partners tract and the common East line of said Lot 3,

Block A, a distance of 249.91 feet to a PK nail found at the Northwest corner of said Little Elm 423 Partners tract and

the common Northeast corner of said Lot 3, Block A and in the South R.O.W. line of said Little Elm Parkway;

THENCE with the North line of said Little Elm 423 Partners tract and the common South R.O.W. line of said Little Elm 423 Partners tract the following courses and distances;

S 56°22'43" E, a distance of 13.74 feet to an "X" cut set;

With a curve to the left having a radius of 265.00 feet, having a delta angle of 06°41' 13", a chord bearing of

S 59°43'20" E, a chord length of 30.91 feet, and an arc length of 30.93 feet to a 1/2" iron rod with cap stamped "EAGLE SURVEYING" set;

S 63°04'22" E, a distance of 129.52 feet to the **POINT OF BEGINNING** and containing 0.99 acres of land more or less.

EXHIBIT B

Cottonwood Crossing PD Ordinance

**TOWN OF LITTLE ELM
ORDINANCE NO. 1639**

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING FROM LIGHT COMMERCIAL (LC) DISTRICT TO A PLANNED DEVELOPMENT – LIGHT COMMERCIAL (PD-LC) DISTRICT IN ORDER TO ALLOW A NEW COMMERCIAL DEVELOPMENT WITH MODIFIED DEVELOPMENT STANDARDS ON .99 ACRES OF LAND GENERALLY LOCATED AT 2750 LITTLE ELM PARKWAY; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Little Elm ("Town") is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Charter adopted on May 1, 2001; and

WHEREAS, the Town possesses all the rights, powers, and authorities possessed by all home rule municipalities, including the authority to regulate land uses under Chapter 211 of the Texas Local Government Code; and

WHEREAS, a request for a Planned Development-Light Commercial (PD-LC) with modified development standards on approximately .99 acres of land currently zoned Light Commercial (LC), more specifically described in the exhibits, attached hereto; and

WHEREAS, this zoning change is accordance with the most current adopted Comprehensive Plan of the Town of Little Elm; and

WHEREAS, the Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested zoning change described herein; and

WHEREAS, at its regular meeting held on September 2, 2021 the Planning & Zoning Commission considered and made recommendations on a request for a Planned Development-Light Commercial (PD-LC) (Case No. PD-21-02028); and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the request is in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

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

SECTION 1. INCORPORATION OF PREMISES. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by issuing a Planned Development-Light Commercial (PD-LC) with modified development standards in order to allow a new commercial development generally located at 2750 Little Elm Parkway, on the south side of Little Elm Parkway, approximately 280 feet west of FM 423, within Little Elm Town limits, approximately .99 acres of land more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The permitted uses and standards shall be in accordance with the Light Commercial (LC) District, unless otherwise specified herein:

- a) The Zoning and Land Use Regulations, and all conditions set forth in **Exhibit B** attached hereto and made a part hereof for all purposes shall be adhered to in their entirety for the purposes of this Planned Development-LC (PD-LC). In the event of conflict between the provisions of **Exhibit B** and provisions of any other exhibit, the provisions of **Exhibit B** control.

SECTION 4. PLANNED DEVELOPMENT MASTER PLAN The Concept Plan Exhibit and related plans, images, and documents approved and described as **Exhibit C** attached hereto and made a part hereof are approved. The subject property shall be improved in accordance with the plans set forth in **Exhibit C**.

- a) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development Master Plan expires, a new Planned Development Master Plan must be

submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two year expiration shall be granted if a development application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.

- b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council.
- c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

SECTION 5. SAVINGS. This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are indirect conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 6. ZONING MAP. The official zoning map of the Town shall be amended to reflect the changes in zoning made by this ordinance.

SECTION 7. 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 8. 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 9. 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 10. 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 19th day of October, 2021.

Town of Little Elm, Texas

Curtis Cornelious, Mayor

ATTEST:

Kate Graham, Acting Town Secretary

EXHIBIT B

COTTONWOOD CROSSING PLANNED DEVELOPMENT DISTRICT STATEMENT OF INTENT AND PURPOSE

This zoning submittal encompasses approximately .99 total acres of land within the Town of Little Elm more fully described on the legal description attached as Exhibit A (the “Property”). The proposed use for the Property is to provide a commercial development. This planned development (“PD”) will provide the zoning regulations necessary to develop the site and final layout, which must generally conform to the concept plan and associated plans provided in Exhibit C.

It is the intent of this PD to keep the base zoning for the Property as Light Commercial (LC) with the following modified standards, as shown in Exhibit C:

1. 20-foot Front Landscape Buffer
2. 9-foot Parking Stall Width

The permitted uses and all other standards shall be in accordance with the Light Commercial (LC) zoning district.

EXHIBIT C

PLANS



S 63°04'22" E, a distance of 129.52 feet to the **POINT OF BEGINNING** and containing 0.99 acres of land more or less.

SCHEDULE B EXCEPTIONS OF COVERAGE

10(m) Fire Lane, Access and Utility Easement dated July 19, 2017, recorded in Document No. 2017-105007, Real Property Records, Denton County, Texas. **Affects as shown**
















SURVEYOR NOTES




1. This survey is certified to Stewart Title Guaranty Company, Lin Zhang, and Randolph-Brooks Federal Credit Union and is only valid for G.F. No. 034109.
2. The bearings shown on this survey are based on GPS observations utilizing the AllTerra RTK Network. North American Datum of 1983 (Adjustment Realization 2011).
3. The approximate location of the Underground Utilities as shown on this survey was derived from above ground observation and Utility maps. No excavation was performed on this site at the time of this survey. For the exact location of the Underground Utilities call 1-800-545-6005. Eagle Surveying, LLC accepts no liability as to the accuracy of the Underground Utilities.
4. This document represents an accurate on the ground survey of 2800 Little Elm Parkway in the Town of Little Elm, Denton County, Texas, on May 7, 2021.

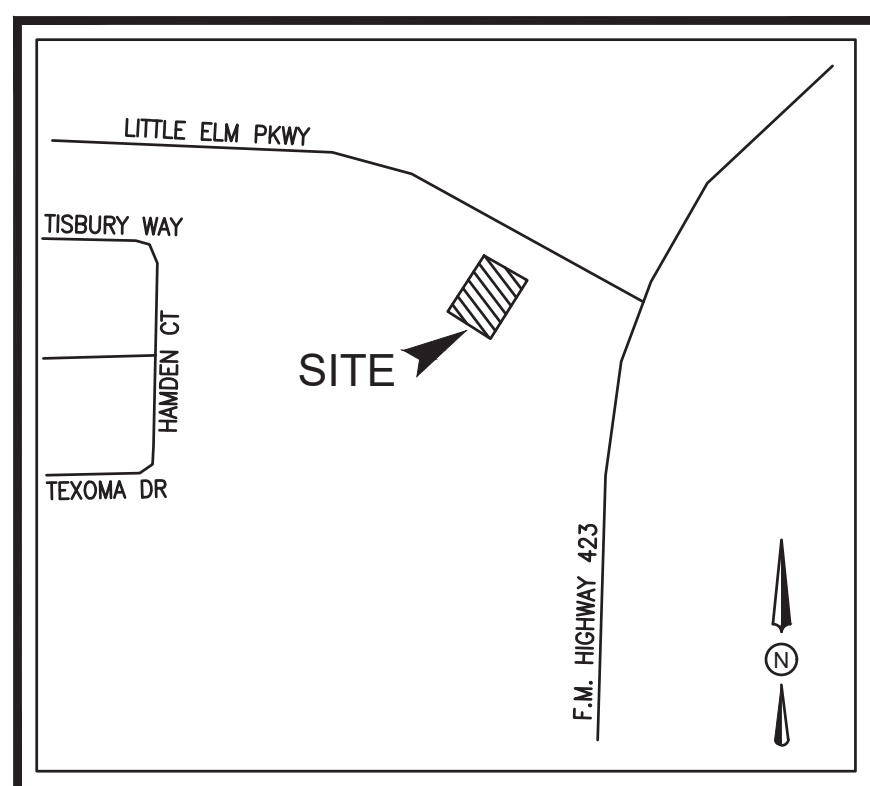
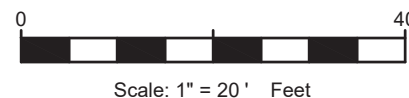


CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	30.93'	265.00'	6°41'13"	S 59°43'20" E	30.91'

LEGEND

- | | Boundary Monumentation | DOC. NO. | Document Number |  Electric Box |  Water Meter |  Building |
|------|------------------------|-------------|---|---|---|---|
| () | Record Call | O.R.D.C.T. | Official Records, Denton County, Texas |  Light Pole |  Water Valve | |
| CRIS | Capped Iron Rod Set | P.R.D.C.T. | Plat Records, Denton County, Texas |  Electric Utility Mark |  Fire Hydrant | |
| CRIF | Capped Iron Rod Found | F.L.A.D.U.E | Fire Lane, Access Drainage & Utility Easement |  Gas Utility Mark |  Fire Valve |  Concrete |
| | | | |  Sanitary Manhole |  Telecommunications Vault |  Buried Cable Sign |
| | | | |  Storm Drain Manhole |  Fiber Optics Utility Mark | |

JOB NUMBER 2104.067-02	 EAGLE SURVEYING	Eagle Surveying, LLC 210 South Elm Street Suite: 104 Denton, TX 76201 940.222.3009 www.eaglesurveying.com TX Firm # 10194177	I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a Registered Professional Land Surveyor under the laws of the State of Texas.  Ted A. Gossett R.P.L.S. # 5991	 Date 05/12/2021	<table border="0"> <tr> <td>()</td> <td>Boundary Monumentation</td> <td>DOC. NO.</td> <td>Document Number</td> </tr> <tr> <td>()</td> <td>Record Call</td> <td>O.R.D.C.T.</td> <td>Official Records, Denton County, Texas</td> </tr> <tr> <td>CIRS</td> <td>Capped Iron Rod Set</td> <td>P.R.D.C.T.</td> <td>Plat Records, Denton County, Texas</td> </tr> <tr> <td>CIRF</td> <td>Capped Iron Rod Found</td> <td>F.L.A.D.U.E.</td> <td>Fire Lane, Access Drainage & Utility Easement</td> </tr> </table>	()	Boundary Monumentation	DOC. NO.	Document Number	()	Record Call	O.R.D.C.T.	Official Records, Denton County, Texas	CIRS	Capped Iron Rod Set	P.R.D.C.T.	Plat Records, Denton County, Texas	CIRF	Capped Iron Rod Found	F.L.A.D.U.E.	Fire Lane, Access Drainage & Utility Easement	LEGEND <table border="0"> <tr> <td></td> <td>Electric Pole</td> <td></td> <td>Water Meter</td> <td></td> <td>Building</td> </tr> <tr> <td></td> <td>Light Pole</td> <td></td> <td>Water Valve</td> <td></td> <td>Concrete</td> </tr> <tr> <td></td> <td>Gas Utility Mark</td> <td></td> <td>Fire Hydrant</td> <td></td> <td>Fire Valve</td> </tr> <tr> <td></td> <td>Sanitary Manhole</td> <td></td> <td>Telecommunications Vault</td> <td></td> <td>Buried Cable Sign</td> </tr> <tr> <td></td> <td>Storm Drain Manhole</td> <td></td> <td>Fiber Optics Utility Mark</td> <td></td> <td></td> </tr> </table>		Electric Pole		Water Meter		Building		Light Pole		Water Valve		Concrete		Gas Utility Mark		Fire Hydrant		Fire Valve		Sanitary Manhole		Telecommunications Vault		Buried Cable Sign		Storm Drain Manhole		Fiber Optics Utility Mark		
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DATE 05-12-2021																																																				
REVISION -																																																				
DRAWN BY CHM																																																				



VICINITY MAP
N.T.S.












BENCHMARKS

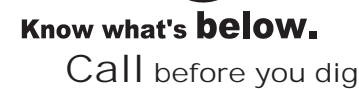
THREE (3) SITE TBM X-CUT BENCHMARKS. SEE PLAN FOR LOCATION AND ELEVATIONS. ELEVATIONS SHOWN ON THIS SURVEY ARE MEASURED IN U.S. FEET AND ARE BASED ON GPS OBSERVATIONS UTILIZING THE ALLTERRA RTK NETWORK. NORTH AMERICAN VERTICAL DATUM OF 1988, (GEOID 12A).

EXISTING LEGEND

DOC. NO.	Document Number		Electric Box		Water Meter		Building
O.R.D.C.T.	Official Records, Denton County, Texas		Light Pole		Water Valve		
P.R.D.C.T.	Plat Records, Denton County, Texas		Electric Utility Mark		Fire Hydrant		Concrete
F.F.	Finished		Gas Utility Mark		Fire Valve		
FLA.D.U.E.	Fire Lane Access Drainage & Utility Easement		Sanitary Manhole		Telecommunications Vault		Buried Cable Sign
			Storm Drain Manhole		Fiber Optics Utility Mark		

GRADING LEGEND

EXISTING ELEVATION	464.00 EX
EXISTING MINOR CONTOURS	464
EXISTING MAJOR CONTOURS	465
MINOR CONTOURS	464
MAJOR CONTOURS	465
SWALE	
STORM PIPE	STM->
FINISH FLOOR ELEVATION	467.00 FF
TOP OF CURB ELEVATION	466.00 TC
GUTTER ELEVATION	465.50 G
SIDEWALK ELEVATION	465.00 SW
TOP OF PAVEMENT	464.00 TP
GROUND ELEVATION	463.00 GR
DRAINAGE FLOW DIRECTION	1% 
CURB INLET	
SANITARY SEWER MANHOLE	
SANITARY SEWER CLEANOUT	
SANITARY SEWER DOUBLE CLEANOUT	
SANITARY SEWER SAMPLE PORT	
GREASE TRAP	
DOMESTIC WATER METER	
IRRIGATION METER	
GAS METER	
TRANSFORMER	



OWNER:
LIN ZHANG
WELONGMARK@GMAIL.COM
13098 CATERPILLAR DR.
FRISCO, TX 75035
870-275-0696

[illegible]

DESIGNED BY:

DRAWN BY:

CHECKED BY:

SUBMITTED BY:

1333 W McDermott Dr | 21 Crockett

Suite 150
Irvine

Allen, TX 75013 | CA 92620

DATE: 07/21/2021

OB NO.: 20210408.0

0.99 ACRES (42,950 S.F.)

0.99 ACRES (42,950 S.F.)
GRADING PLAN

PRELIMINARY
FOR INTERIM REVIEW ONLY

SHEET NO.

C-301

FOR REFERENCE ONLY

LEGEND

- F.H. FIRE HYDRANT
- OX SET CHISELED "X" SET
- O.F.X. CHISELED "X" FOUND
- O.F.I.R. IRON ROD FOUND (SIZE AS NOTED)
- O.S.I.R. IRON ROD SET (SIZE AS NOTED)
- PP OVERHEAD UTILITY POLE W/ GUY
- UE UT UNDERGROUND ELECTRIC OR TELEPHONE
- LP LIGHT POLE
- SSMH SANITARY SEWER MANHOLE
- O.C.O. SAN. SWR. CLEAN OUT
- O.G.V. GAS VALVE
- O.W.V. WATER VALVE
- TREE
- EXIST. CONTOUR
- PROP. CONTOUR
- # DRAINAGE AREA NUMBER
- AC. ACRES
- CFS Q100

0 20' 40' 80'

1"=40'

LITTLE ELM PARKWAY (F.M. 720)

HYDRAULIC DATA ON-SITE (B)

$Q = C \times I \times A$

D.A. No.	AREA (acres)	Tc (min.)	C (runoff)	I ₁₀ (in/hr)	Q ₁₀ (cfs)	REMARKS
Z01B	0.14	10	0.90	7.93	1.00	SHEET FLOW TO PROP. 15" CURB INLET
Z02B	0.31	10	0.90	7.93	2.21	SHEET FLOW TO PROP. 15" CURB INLET
Z03B	0.27	10	0.90	7.93	1.93	SHEET FLOW TO PROP. 15" CURB INLET
Z04B	0.26	10	0.90	7.93	1.86	SHEET FLOW TO PROP. 15" CURB INLET
Z05B	0.22	10	0.90	7.93	1.57	SHEET FLOW TO PROP. DROP INLET
Z20B	3.20	10	0.55	7.93	13.96	SHEET FLOW TO PROP. DROP INLET
TOTAL					22.53	

HYDRAULIC DATA OFF-SITE (A)

$Q = C \times I \times A$

D.A. No.	AREA (acres)	Tc (min.)	C (runoff)	I ₁₀ (in/hr)	Q ₁₀ (cfs)	REMARKS
Z01A	0.37	10	0.90	7.93	2.64	SHEET FLOW TO PROP. 15" CURB INLET
Z02A	0.19	10	0.90	7.93	1.36	SHEET FLOW TO PROP. 15" CURB INLET
Z03A	0.19	10	0.90	7.93	1.36	SHEET FLOW TO PROP. 15" CURB INLET
Z04A	0.20	10	0.90	7.93	1.43	SHEET FLOW TO PROP. 15" CURB INLET
Z05A	0.30	10	0.90	7.93	2.14	SHEET FLOW TO PROP. 15" CURB INLET
Z20A1	0.30	10	0.55	7.93	1.31	SHEET FLOW TO PROP. DROP INLET
Z20A2	0.76	10	0.55	7.93	3.31	SHEET FLOW TO PROP. DROP INLET

NOTE

DRAINAGE DIVIDES & HYDRAULIC DATA SHOWN ARE BASED UPON PLANS FOR F.M. HIGHWAY NO. 423 PREPARED BY JACOBS ENGINEERING GROUP, INC. DATED: JANUARY 2009

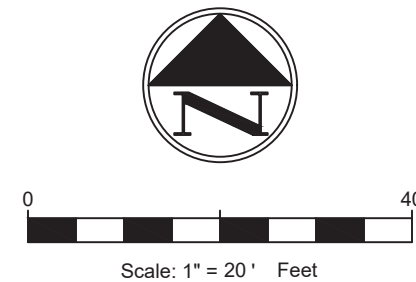
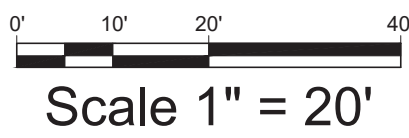
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY BRYAN M. BURGER, P.E. 90880 ON 8-4-11



BENCH MARK NO. 1
3-1/2" IRON RIGHT-OF-WAY MONUMENT
Located along the South right-of-way line of Little Elm Parkway (FM 720) at 1.1 feet west of the Southwest corner of the property conveyed to the State of Texas for roadway widening recorded in County Clerks File No. 2011-35197 of the Real Property Records of Denton County, Texas, some being 8.8 feet north of the Northeast corner of Lot 8 in Block K of Marina Vista Estates Phase 1.
Elevation = 569.05' (NAVD 88)

BENCH MARK NO. 2
5/8" IRON ROD WITH RED PLASTIC CAP
Southeast corner of Lot 18 in Block K of Marina Vista Estates Phase 1.
Elevation = 568.27' (NAVD 88)

REV.	DATE	REMARKS
TxDOT PROPOSED DRAINAGE AREA MAP		
ALDI GROCERY STORE		
LOT 3, BLOCK A - COTTONWOOD CROSSING ADDN.		
THE TOWN OF LITTLE ELM, TEXAS		
B. BURGER ENGINEERING		17103 Preston Road, Suite 180N Dallas, Texas 75248 Office: 972.630.3360 Fax: 972.630.3380 TBP E-12997
DESIGN	DRAWN	DATE
BMB	JAC	2/09/11
SCALE	NOTES	FILE
1"=40'	D.P.	007-002 DAMAP
NO.		C-6.1



SOD/SEE

1. THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING. ALL REQUIRED LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING AND SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING.
2. LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT A PART OF THE LANDSCAPING.
3. NO SUBSTITUTIONS FOR PLANT MATERIALS ARE ALLOWED WITHOUT WRITTEN APPROVAL BY THE DIRECTOR AND ACKNOWLEDGED BY AN APPROVAL STAMP ON THE LANDSCAPE PLAN.
4. THE RIGHT-OF-WAY ADJACENT TO REQUIRED LANDSCAPE AREAS SHALL BE MAINTAINED BY THE ADJACENT PROPERTY OWNER IN THE SAME MANNER AS THE REQUIRED LANDSCAPE. ALL DRIVEWAYS WILL MAINTAIN VISIBILITY AS APPROVED BY THE DIRECTOR. ALL PLANTINGS INTENDED FOR EROSION CONTROL WILL BE MAINTAINED. THE TOWN MAY REQUIRE REVEGETATION TO PREVENT EROSION OR SLIPPAGE.
5. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIALS WHICH DIE SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE, WITHIN THIRTY (30) DAYS OR A DATE APPROVED BY THE DIRECTOR, BASED ON CURRENT SEASONS AND WEATHER CONDITIONS (E.G. DROUGHT OR FREEZE).
6. WHEN POWER LINES ARE PRESENT, TREES SHALL NOT BE PLANTED UNDERNEATH AND SHOULD BE ORIENTED IN A MANNER TO AVOID CONFLICT. SUBSTITUTION OF PLANT MATERIAL IS NOT ALLOWED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE DIRECTOR.
7. ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
8. ALL TREES ARE TO BE EQUIPPED WITH A BURIED IRRIGATION SYSTEM.
9. REQUIRED LANDSCAPE OPEN AREAS AND DISTURBED SOIL AREAS SHALL BE COMPLETELY COVERED WITH LIVING PLANT MATERIAL, PER THE LANDSCAPE ORDINANCE.
10. ALL STREETScape FURNITURE (BENCHES, BOLLARDS, LAMPPOSTS, TRASH RECEPTACLES, PATIO FURNITURE, BIKE RACKS, ETC.) SHALL BE A CHIP AND FLAKE RESISTANT MATERIAL, DECORATIVE, AND GENERALLY BLACK "STORM CLOUD" IN COLOR. (ORD. NO. 986, § 2, 10-20-2009)
11. ALL LANDSCAPE AREAS SHALL BE PROTECTED BY A RAISED 4" MINIMUM CONCRETE CURB AND/OR CONCRETE WHEEL STOP. WHEEL STOPS ARE REQUIRED FOR ALL PERIMETER PARKING SPACES.

INTERIOR LANDSCAPE REQUIREMENTS

GROSS VEHICULAR USE AREA (VUA):	20,199 SF
LANDSCAPE AREA REQUIRED:	2,019 SF (10% OF VUA)
LANDSCAPE AREA PROVIDED:	6,399 SF (31.6%)
TREES REQUIRED:	5 TREES (1 TREE PER 400 SF OF REQ'D LSAREA)
TREES PROVIDED:	20 TREES
1 TREE PER LANDSCAPED ISLAND	
8 ISLANDS = 8 TREES REQUIRED	8 TREES PRPOVIDED
1 TREE IN TREE GRATE PER 1,000 OF BUILDING	
7,004 SF OF BUILDING = 7 TREES	7 TREES PROVIDED

PERIMETER LANDSCAPE REQUIREMENTS

CANOPY TREES REQUIRED - LITTLE ELM PKWY:	6 TREES (1 PER 30 LF OF FRONTAGE, 174 LF TOTAL)
CANOPY TREES PROVIDED - LITTLE ELM PKWY:	6 TREES
ORNAMENTAL TREES REQUIRED - LITTLE ELM PKWY:	1 TREES (1 PER 5 CANOPY TREES)
ORNAMENTAL TREES PROVIDED - LITTLE ELM PKWY:	1 TREES

LANDSCAPE POINTS	
TOTAL SITE AREA:	42,950 SF (99 ACRES)
POINTS REQUIRED:	25 POINTS
ENHANCED LANDSCAPE	5 POINTS
SHADED OUTDOOR SEATING	5 POINTS
ENHANCED SITE CANOPY	5 POINTS
ENHANCED LANDSCAING	5 POINTS
(OTHER)PLANTER AREAS AROUND THE BUILDING WITH EXPANDED HARDSCAPE PEDESTRIAN SPACE AROUND THE BUILDINGS.	5 POINTS
TOTAL POINTS PROVIDED	25 POINTS

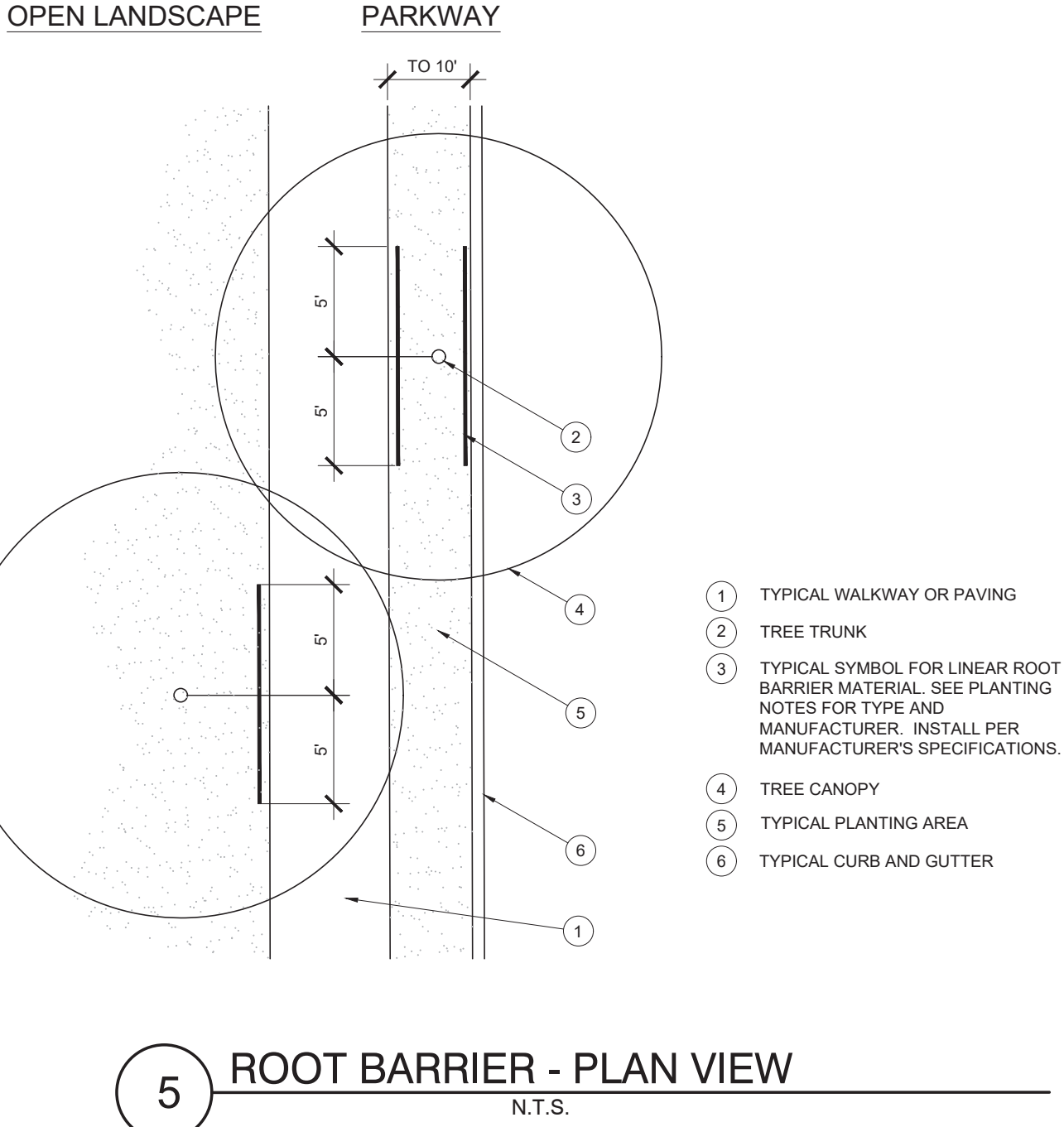


PLANTING SPECIFICATIONS

GENERAL	
A. QUALIFICATIONS OF LANDSCAPE CONTRACTOR	B. GENERAL PLANTING
1. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING.	1. REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS.
2. A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER FOR FURTHER QUALIFICATION MEASURES.	2. EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE MANUFACTURER'S RECOMMENDED RATE.
3. THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID NURSERY AND FLORAL CERTIFICATE ISSUED BY THE TEXAS DEPARTMENT OF AGRICULTURE, AS WELL AS OPERATE UNDER A COMMERCIAL PESTICIDE APPLICATOR LICENSE ISSUED BY EITHER THE TEXAS DEPARTMENT OF AGRICULTURE OR THE TEXAS STRUCTURAL PEST CONTROL BOARD.	3. TRENCING NEAR EXISTING TREES: a. CONTRACTOR SHALL NOT DISTURB ROOTS 1-1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES, AND SHALL EXERCISE ALL POSSIBLE CARE AND PRECAUTIONS TO AVOID INJURY TO TREE ROOTS, TRUNKS, AND BRANCHES. THE CRZ IS DEFINED AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE TRUNK, WITH A RADIUS EQUAL TO 1' FOR EVERY 1" OF TRUNK DIAMETER-AT-BREAST-HEIGHT (4.5' ABOVE THE AVERAGE GRADE AT THE TRUNK). b. ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE EXCAVATION OR TRENCING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ. c. ALTER ALIGNMENT OF PIPE TO AVOID TREE ROOTS 1-1/2" AND LARGER IN DIAMETER. WHERE TREE ROOTS 1-1/2" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS. WRAP EXPOSED ROOTS WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST. CLOSE ALL TRENCHES WITHIN THE CANOPY DRIP LINES WITHIN 24 HOURS. d. ALL SEVERED ROOTS SHALL BE HAND PRUNED WITH SHARP TOOLS AND ALLOWED TO AIR-DRY. DO NOT USE ANY SORT OF SEALERS OR WOUND PAINTS.
B. SCOPE OF WORK	C. TREE PLANTING
4. WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION, INSTALLATION AND COMPLETION OF ALL WORK, SPECIFIED HEREIN AND / OR SHOWN ON THE LANDSCAPE PLANS, NOTES, AND DETAILS.	1. TREE PLANTING HOLES SHALL BE EXCAVATED TO MINIMUM WIDTH OF TWO TIMES THE WIDTH OF THE ROOTBALL, AND TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL LESS TWO TO FOUR INCHES ABOVE THE SURROUNDING GRADE.
5. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.	2. SCARIFY THE SIDES AND BOTTOM OF THE PLANTING HOLE PRIOR TO THE PLACEMENT OF THE TREE. REMOVE ANY GLAZING THAT MAY HAVE BEEN CAUSED DURING THE EXCAVATION OF THE HOLE.
6. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK.	3. FOR CONTAINER AND BOX TREES, TO REMOVE ANY POTENTIALLY GIRDLING ROOTS AND OTHER ROOT DEFECTS, THE CONTAINER 1" LAYER OFF OF THE SIDES AND BOTTOM OF THE ROOTBALL OF ALL TREES, JUST BEFORE PLACING INTO THE PLANTING PIT, DO NOT "TEASE" ROOTS OUT FROM THE ROOTBALL.
PRODUCTS	4. INSTALL THE TREE ON UNDISTURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO FOUR INCHES ABOVE THE SURROUNDING GRADE.
A. ALL MANUFACTURED PRODUCTS SHALL BE NEW.	5. BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1" DIA. AND ALL OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK, USE STORED TOPSOIL FROM ON-SITE OR IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IMPORTED TOPSOIL SHALL BE OF SIMILAR TEXTURAL CLASS AND COMPOSITION IN THE ON-SITE SOIL.
B. CONTAINER AND BALLED-AND-BURLAPPED PLANTS:	6. THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUMS LISTED BELOW) WILL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DISCRETION. SHOULD ANY TREES FALL OR LEAN, THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN THE TREE, OR REPLACE IT SHOULD IT BECOME DAMAGED. TREE STAKING SHALL ADHERE TO THE FOLLOWING GUIDELINES: a. 1"-2" TRUNKS TWO STAKES PER TREE b. 2-12" 4" TREES THREE STAKES PER TREE c. TREES OVER 4" CALIPER GUY AS NEEDED d. MULTI-TRUNK TREES THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE.
1. FURNISH NURSERY-GROWN PLANTS COMPLYING WITH ANSI Z60 1-2004. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT. ALL PLANTS WITHIN A SPECIES SHALL HAVE SHOWN ONE OF A FORM TYPICAL FOR THE SPECIES. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE, AND WITH SIMILAR CLIMATIC CONDITIONS.	7. UPON COMPLETION OF PLANTING, CONSTRUCT AN EARTH WATERING BASIN AROUND THE TREE. COVER THE INTERIOR OF THE TREE RING WITH THE WEED BARRIER CLOTH AND TOPDRESS WITH MULCH (TYPE AND DEPTH PER PLANS).
2. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED ROOT SYSTEMS, NON-POT-BOUND, FREE FROM EXCAVATING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS).	D. SHRUB, PERENNIAL, AND GROUNDCOVER PLANTING
3. ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTABLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT AND OWNER SHALL BE THE SOLE JUDGES AS TO THE ACCEPTABILITY OF PLANT MATERIAL.	1. DIG THE PLANTING HOLES TWICE AS WIDE AND 2" LESS DEEP THAN EACH PLANT'S ROOTBALL. INSTALL THE PLANT IN THE HOLE. BACKFILL AROUND THE PLANT WITH SOIL AMENDED PER SOIL TEST RECOMMENDATIONS.
4. ALL TREES SHALL BE STANDARD IN FORM, UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.	2. INSTALL THE WEED BARRIER CLOTH, OVERLAPPING IT AT THE ENDS. UTILIZE STEEL STAPLES TO KEEP THE WEED BARRIER CLOTH IN PLACE.
5. CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER, AND TWELVE INCHES ABOVE THE ROOT FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER.	3. WHEN PLANTING IS COMPLETE, INSTALL MULCH (TYPE AND DEPTH PER PLANS) OVER ALL PLANTING BEDS, COVERING THE ENTIRE PLANTING AREA.
6. MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL.	F. CLEAN UP
7. ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED, SHALL BE REJECTED.	1. DURING LANDSCAPE PREPARATION AND PLANTING, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS IN A NEAT, ORDERLY CONDITION.
C. SOD. PROVIDE WELL-ROOTED SOD OF THE VARIETY NOTED ON THE PLANS. SOD SHALL BE CUT FROM HEALTHY, MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOD.	2. DISPOSED LEGALLY OF ALL EXCAVATED MATERIALS OFF THE PROJECT SITE.
D. TOPSOIL: SANDY TO CLAY LOAM TOPSOIL, FREE OF STONES LARGER THAN 1/2" INCH, FOREIGN MATTER, PLANTS, ROOTS, AND SEEDS.	J. INSPECTION AND ACCEPTANCE
E. COMPOST: WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, pH RANGE OF 5.5 TO 8; MOISTURE CONTENT 35 TO 55 PERCENT BY WEIGHT; 100 PERCENT PASSING THROUGH 3/4-INCH SIEVE; SOLUBLE SALT CONTENT OF 5 TO 10 DECISEMENS/ML, NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS. NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED.	1. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY.
F. FERTILIZER: GRANULAR FERTILIZER CONSISTING OF NITROGEN, PHOSPHORUS, POTASSIUM, AND OTHER NUTRIENTS IN PROPORTIONS, AMOUNTS, AND RELEASE RATES RECOMMENDED IN A SOIL REPORT FROM A QUALIFIED SOIL-TESTING AGENCY (SEE BELOW).	3. WHEN THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS.
G. MULCH: SIZE AND TYPE AS INDICATED ON PLANS, FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS.	4. THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL COMMENCE.
H. WEED FABRIC: 5 OUNCE, WOVEN, NEEDLE-PUNCHED FABRIC, SUCH AS DEWITT PROS LANDSCAPE FABRIC (OR APPROVED EQUAL).	K. LANDSCAPE MAINTENANCE
I. TREE STAKING AND GUYING	1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR 90 DAYS BEYOND FINAL ACCEPTANCE OF ALL LANDSCAPE WORK BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING, RESTAKING OF TREES, RESETTILING OF PLANTS THAT HAVE SETTLED, MOVING AND ABRATION OF LAWNS, WEEDING, RESEEDING AREAS WHICH HAVE NOT GERMINATED WELL, TREATING FOR INSECTS AND DISEASES, REPLACEMENT OF MULCH, REMOVAL OF LITTER, REPAIRS TO THE IRRIGATION SYSTEM DUE TO FAULTY PARTS AND/OR WORKMANSHIP, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.
1. STAKES: 6' LONG GREEN METAL T-POSTS.	2. SHOULD SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL, HEALTHY STAND OF GRASS AT NO ADDITIONAL COST TO THE OWNER.
2. GUY AND TIE WIRE: ASTM A 641, CLASS 1, GALVANIZED-STEEL WIRE, 2-STRAND, TWISTED, 0.106 INCH DIAMETER.	3. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR: a. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE. b. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE. c. SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING. HYDROMULCHED AREAS SHALL SHOW ACTIVE, HEALTHY GROWTH. BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESEEDDED OR RESEEDDED (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED.
3. STRAP CHAFING GUARD: REINFORCED NYLON OR CANVAS AT LEAST 1-1/2 INCH WIDE, WITH GROMMETS TO PROTECT TREE TRUNKS FROM DAMAGE.	L. WARRANTY PERIOD, PLANT GUARANTEE AND REPLACEMENTS
M. STEEL EDGING: PROFESSIONAL STEEL EDGING, 1/4 GAUGE THICK X 4 INCHES WIDE, FACTORY PAINTED DARK GREEN. ACCEPTABLE MANUFACTURERS INCLUDE COL-MET OR APPROVED EQUAL.	1. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, SEEDED/HYDROMULCHED AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S FINAL ACCEPTANCE (90 DAYS FOR ANNUAL PLANTS). THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE OWNER, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
N. PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.	2. AFTER THE INITIAL MAINTENANCE PERIOD AND DURING THE GUARANTEE PERIOD, THE LANDSCAPE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR REPLACEMENT OF PLANTS WHEN PLANT DEATH CANNOT BE ATTRIBUTED DIRECTLY TO OVERWATERING OR OTHER DAMAGE BY HUMAN ACTIONS.
METHODS	3. PROVIDE A MINIMUM OF (2) COPIES OF RECORD DRAWINGS TO THE OWNER UPON COMPLETION OF WORK. A RECORD DRAWING IS A RECORD OF ALL CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE DOCUMENTED THROUGH CHANGE ORDERS, ADDENDA, OR CONTRACTOR/CONSULTANT DRAWING MARKUPS.
A. SOIL PREPARATION	
1. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +0.1' OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST.	
2. SOIL TESTING	
a. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY FOR THE FOLLOWING: SOIL TEXTURAL CLASS, GENERAL SOIL FERTILITY, pH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT. EACH SAMPLE SUBMITTED SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL.	
b. CONTRACTOR SHALL ALSO SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL SAMPLES.	
c. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): GENERAL SOIL PREPARATION AND BACKFILL MIXES, PRE-PLANT FERTILIZER APPLICATIONS, AND ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.	
3. THE CONTRACTOR SHALL INSTALL SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT RECOMMENDATIONS. ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR DECREASE, SHALL BE SUBMITTED TO THE OWNER WITH THE REPORT.	
4. FOR BIDDING PURPOSES ONLY, THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING:	
a. TURF: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING.	
i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.	
ii. AMMONIUM PHOSPHATE 16-20-0 - 15 LBS PER 1,000 S.F.	
iii. AGRICULTURAL GYPSUM - 100 LBS PER 1,000 S.F.	
b. TREES, SHRUBS, AND PERENNIALS: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING.	
i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.	
ii. 12-12-12 FERTILIZER - 10 LBS. PER CU. YD.	
iii. AGRICULTURAL GYPSUM - 10 LBS. PER CU. YD.	
iv. IRON SULPHATE - 2 LBS. PER CU. YD.	
4. CONTRACTOR SHALL ENSURE THAT THE GRADE IN SOD AREAS SHALL BE 1" BELOW FINISH GRADE BEFORE INSTALLING SOIL AMENDMENTS, AND 2" BELOW FINISH GRADE IN SHRUB AREAS BEFORE INSTALLING SOIL AMENDMENTS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL.	
5. ONCE SOIL PREPARATION IS COMPLETE, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THERE ARE NO DEBRIS, TRASH, OR STONES LARGER THAN 1" REMAINING IN THE TOP 6" OF SOIL.	

OPEN LANDSCAPE

PARKWAY



GUYING DETAIL

2" OR LESS CALIPER

MORE THAN 2" CALIPER

4'-0" MIN.

3'-0" MIN.

16"

2X

UNDISTURBED SOIL

PEDISTAL

1

2

3

4

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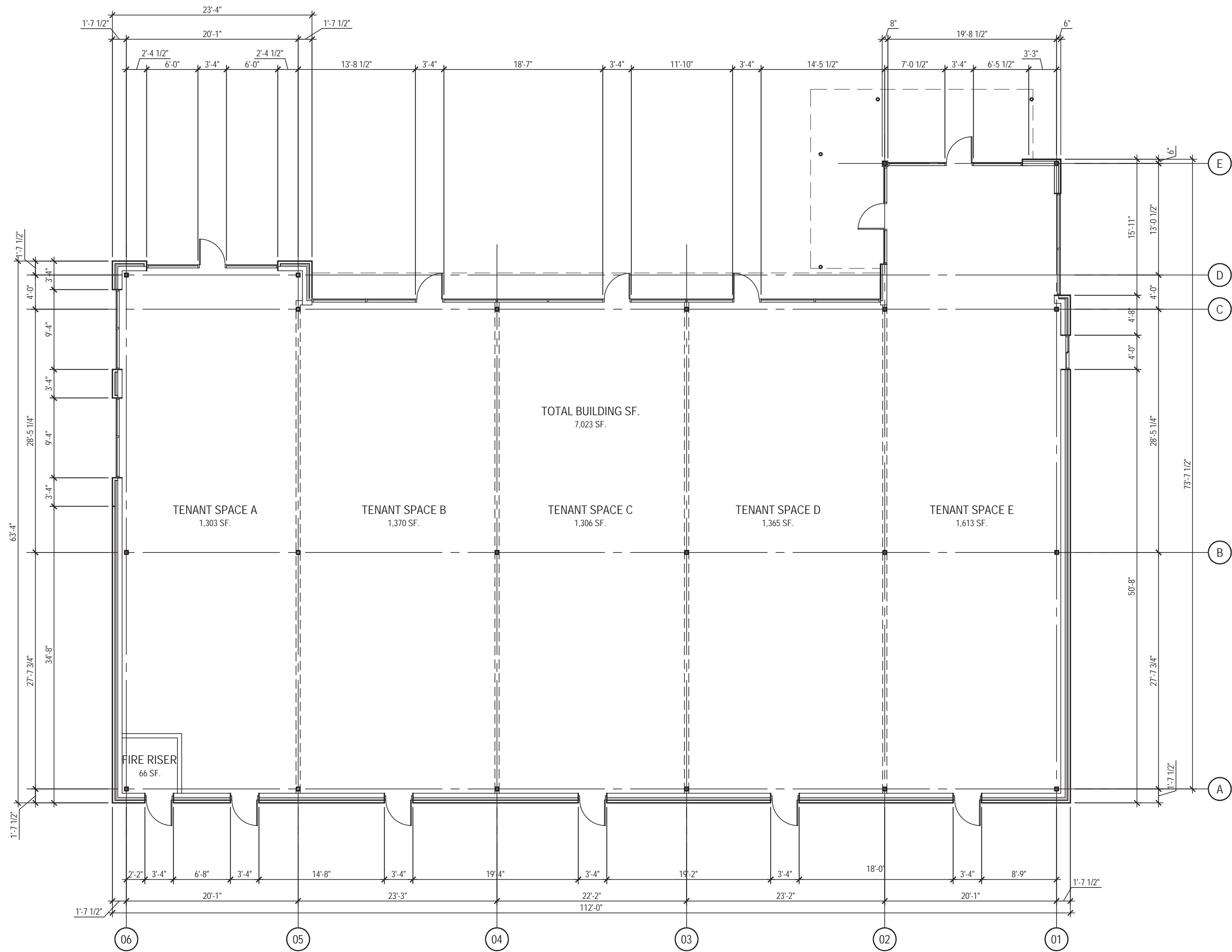
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LITTLE ELM RETAIL

LITTLE ELM PRKWAY, AND F.M. HWY. 423
LITTLE ELM, TEXAS 75068

△	DATE	DESCRIPTION
	06-01-2021	-

PRELIMINARY
THIS DOCUMENT SHALL NOT BE
USED FOR REGULATORY
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CONSTRUCTION. RELEASED
UNDER THE AUTHORITY OF
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NCA JOB #: 21016

FLOOR PLAN

A2.01



Date: 10/19/2021
Agenda Item #: 8. C.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Present, Discuss and Consider Action on **Appointing Charter Review Committee Members.**

DESCRIPTION:

According to Section 15.02 of the Town's Charter, a Charter Review Committee shall be established and appointed by Town Council at least every two (2) years from the date that the prior Charter Review Committee concluded its operations. Additionally, this committee shall be composed of not fewer than seven (7) residents of the Town.

The most recent Charter Review Committee concluded its operations on November 5, 2019, with its recommendations to Town Council for the May 2020 election. This election was canceled due to both at-large positions being unopposed. Therefore, the charter amendments were moved to the May 2021 election.

It is important to note that, according to Article XI Section 5 of the Texas Constitution, no city charter shall be altered, amended, or repealed oftener than every two years. Since the charter amendments were voted on in May 2021, charter amendments cannot be brought forward again to the voters until May 2023.

Council members will bring forth nominations, discuss, and appoint at this time.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

No recommended action by staff.
