



TOWN OF LITTLE ELM PLANNING & ZONING COMMISSION

September 2, 2021

Persons may address the Planning and Zoning Commission on any issue. This is the appropriate time for citizens to address the Commission on any concern whether on this agenda or not. Each member of the public who desires to address the P&Z Commission regarding an item on an agenda for an open meeting of the P&Z Commission shall have the right to address the Commission on the item before the Commission's consideration of the item. All speakers not requiring a translator are given 3 minutes to speak and may address the Commission only once on each agenda item. Non-English Speakers who require a translator are given 6 minutes to speak and may address the Commission only once on each agenda item. In accordance with the State of Texas Open Meeting Act, the board may not comment or deliberate such statements during this period, except as authorized by Section 551.042, Texas Government Code. To address the Commission for any public hearing item please sign a speaker's sheet located on the tables by the front entry and submit to a Staff member.

1. **5:30 PM Work Session**

- Development Updates.

2. **Roll Call**

3. **6:00 PM Regular Meeting**

1. **Consent Agenda**

1. Discuss and take action regarding the approval of the August 19, 2021 regular Planning & Zoning Commission meeting minutes.
2. **FINAL PLAT/Union Park Phase 6B-2, (FP-21-02362).** Presentation, discussion, and consideration on a request for approval of a Final Plat for Union Park Phase 6B-2, establishing 133 residential lots and two open space lots on approximately 32.582 acres, situated in the William Lumpkin Survey, Abstract No. 730, within Little Elm's town limits.
3. **FINAL PLAT/Union Park Phase 6B-3, (FP-21-02646).** Presentation, discussion, and consideration on a request for approval of a Final Plat for Union Park Phase 6B-3, establishing 120 residential lots and three open space lots on approximately 31.611 acres, situated in the William Lumpkin Survey, Abstract No. 730, within Little Elm's town limits.

2. **Regular Agenda**

1. **PUBLIC HEARING/Ladera Planned Development (PD-21-00118).** Public hearing, discussion, and take action on a recommendation regarding a request to rezone approximately 58.5 acres of land, currently zoned primarily as Agriculture (AG), generally bound by Hill Lane to the west and Oak Grove Parkway 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 age-restricted, single family residential community, with amenities, 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.
 - Staff Report/Applicant Presentation
 - Open Public Hearing

- Receive Public Comment
- Close Public Hearing
- Discussion and Recommendation

2. **PUBLIC HEARING/Spiritas Ranch Planned Development (PD-21-02395).** Public hearing, discussion, and take action on a recommendation regarding 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 use in the center.

- Staff Report/Applicant Presentation
- Open Public Hearing
- Receive Public Comment
- Close Public Hearing
- Discussion and Recommendation

3. **PUBLIC HEARING/Cottonwood Crossing Planned Development (PD-21-02028).** Public hearing, discussion, and take action on a recommendation 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.

- Staff Report/Applicant Presentation
- Open Public Hearing
- Receive Public Comment
- Close Public Hearing
- Discussion and Recommendation

4. **PUBLIC HEARING/Zoning Map Amendment.** Public hearing, discussion, and take action on a recommendation regarding 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).

- Staff Report/Applicant Presentation
- Open Public Hearing
- Receive Public Comment
- Close Public Hearing
- Discussion and Recommendation

4. **Discussion of future agenda items, update on Council action, and requests for new business considerations**

5. **Adjourn**

Certificate

I certify that the above notice of the Planning & Zoning Commission meeting was posted on the bulletin board of the Town of Little Elm, Texas on August 27th, 2021, prior to 5:00 p.m. The Little Elm Town Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive service must be made 48 hours prior to this meeting. Please contact the Town Secretary's office at 214-975-0404 or 972-377-5540 (fax) for arrangements.

Olga Chernomorets - Planning Manager



TOWN OF LITTLE ELM PLANNING & ZONING COMMISSION

09/02/2021

OVERVIEW

Project	Adoption of the August 19, 2021 Planning & Zoning Commission Meeting Minutes
P&Z Hearing	09/02/2021
Council Hearing	N/A
Size	N/A
Current Zoning	N/A
Proposed Use	N/A
Existing Use	N/A
Future Land Use Plan Designation	N/A
Applicant	N/A
Owner	N/A
Strategic Goal	

Agenda Item

Discuss and take action regarding the approval of the August 19, 2021 regular Planning & Zoning Commission meeting minutes.

Location

N/A

Planning Analysis

N/A

Recommended Action

N/A

Attachments

P&Z Minutes August 19, 2021

DRAFT



Minutes
Town of Little Elm
PLANNING & ZONING COMMISSION
Regular Meeting
Thursday, AUGUST 19, 2021 - 6:00 pm

Present: Michael Bell, Chairman; Ron Trees, Vice Chairman; Tom Ocelli; Brent Thibeaux
Absent: Brent Hagenbuch; Stephen Horn; Robert Martin; Brian Rawlins; Danny Weakly
Staff Present: Fred Gibbs, Director of Development Services
Hayden Brodowsky, Development Services Manager
Olga Chernomorets, Planning Manager

1. **5:30 PM Work Session**

- Development updates.

Quorum was not present, therefore Work Session did not take place.

2. Roll Call

3. **6:00 PM Regular Meeting**

Chairman Bell opened the Regular Planning & Zoning Commission Meeting at 6:00pm.

1. **Consent Agenda**

No consent items.

2. **FINAL PLAT/Union Park Phase 6B-1, (FP-21-02051).** Presentation, discussion, and consideration on a request for approval of a Final Plat for Union Park Phase 6B-1, establishing 101 residential lots and four open space lots on approximately 25.950 acres, situated in the William Lumpkin Survey, Abstract No. 730, within Little Elm's town limits.

- Staff Report
- Applicant Presentation
- Discussion and Recommendation

Motion: Approval of the plat document as presented.

Motion by Brent Thibeaux, seconded by Vice Chairman Ron Trees

AYE: Chairman Michael Bell, Vice Chairman Ron Trees, Tom Ocelli, Brent Thibeaux

4 - 0 Passed - Unanimously

3. Discuss and take action regarding the approval of the August 5, 2021 regular Planning & Zoning Commission meeting minutes.

Motion: Approval of the minutes as presented.

Motion by Vice Chairman Ron Trees, seconded by Brent Thibeaux

AYE: Chairman Michael Bell, Vice Chairman Ron Trees, Tom Ocelli, Brent Thibeaux

4 - 0 Passed - Unanimously

4. **PUBLIC HEARING/Uptown Vape and Smoke (21-SUP-04).** Public hearing, discussion, and take action on a recommendation regarding a request for a Specific Use Permit for a Smoking Establishment, in order to allow for the sale of vaping products, generally located on the west side of Lobo Lane, approximately 384 feet south of Eldorado Parkway, within Little Elm's town limits.

- Staff Report/Applicant Presentation
- Open Public Hearing
- Receive Public Comment
- Close Public Hearing
- Discussion and Recommendation

Staff presented the details of the proposed SUP request.

The commission voiced concerns about smoking on premises and directly outside and excessive exterior advertising.

The applicant, Hassan Ali, was present and answered questions from the Commission regarding existing locations, proposed business operations, and signage.

Chairman Bell opened the public hearing at 6:21pm.

There was one speaker against the proposed request. Alfred Gaches, Executive Director of Maintenance and Operations Department for the Little Elm Independent School District, stated concerns on behalf of the super intended for the LEISD regarding advertising of vaping products and proximity to the existing school campus.

There being no further questions or concerns, Chairman Bell closed the public hearing at 6:28pm.

The Commission had discussion regarding the possible conditions presented by Staff.

Motion: Approval of the SUP request subject to the following conditions:

1. This SUP shall remain a retail only smoking establishment, no smoking or vaping on premises, in perpetuity.
2. This SUP shall be applicable to this specific tenant, Uptown Vape, to operate for the longevity of their occupancy within this particular suite.
3. No exterior signage shall be installed for this tenant fronting onto or visible from Lobo Lane.

Motion by Brent Thibeaux, seconded by Tom Ocelli

AYE: Chairman Michael Bell, Vice Chairman Ron Trees, Tom Ocelli, Brent Thibeaux

4 - 0 Passed - Unanimously

5. **PUBLIC HEARING/Text Amendment - Sec.106.05.05 Nonconforming Uses and Structures.** Public hearing, discussion, and take action on a recommendation for a proposed text amendment to Chapter 106 (Zoning) by amending Sec.106.05.05 Nonconforming Uses and Structures in order to prohibit reoccupancy of abandoned nonconforming structures within the Town of Little Elm.
 - Staff Report
 - Open Public Hearing
 - Receive Public Comment
 - Close Public Hearing
 - Discussion and Recommendation

Staff presented the details of the proposed request.

The Commission discussed the applicability of the requested text amendment and examples of context for when this section might be used.

Chairman Bell opened the public hearing at 6:50pm. There being no further questions or concerns, Chairman Bell closed the public hearing at 6:50pm.

Motion: Approval of the request as presented.

Motion by Vice Chairman Ron Trees, seconded by Tom Ocelli

AYE: Chairman Michael Bell, Vice Chairman Ron Trees, Tom Ocelli, Brent Thibeaux

4 - 0 Passed - Unanimously

6. **Discussion of future agenda items, update on Council action, and requests for new business considerations**
7. **Adjourn**

Chairman Bell adjourned the meeting at 6:53pm.



TOWN OF LITTLE ELM PLANNING & ZONING COMMISSION

09/02/2021

OVERVIEW

Project	FINAL PLAT/Union Park Phase 6B-2
P&Z Hearing	09/02/2021
Council Hearing	N/A
Size	Approximately 32.582 acres
Current Zoning	Planned Development (PD-SF4)
Proposed Use	Single Family Residential
Existing Use	Open Space
Future Land Use Plan Designation	Low Density Residential
Applicant	Andrea Saavedra - Kimley-Horn
Owner	H4 LITTLE ELM LP
Strategic Goal	Promote and expand Little Elm's identity

Agenda Item

FINAL PLAT/Union Park Phase 6B-2, (FP-21-02362). Presentation, discussion, and consideration on a request for approval of a Final Plat for Union Park Phase 6B-2, establishing 133 residential lots and two open space lots on approximately 32.582 acres, situated in the William Lumpkin Survey, Abstract No. 730, within Little Elm's town limits.

Location

Generally located on the west side of Union Park Boulevard, approximately 1,200 feet north of Fishtrap Road, adjacent to Union Park Elementary School, within Little Elm's town limits.

Planning Analysis

This is a Final Plat for Union Park Phase 6B-2 the plat is situated in the William Lumpkin Survey, Abstract No. 730, within Little Elm town limits. It is part of the master-planned development Union Park and is one of three 6B phases.

The purpose of this Final Plat is to establish 133 single-family residential lots and two open space lots on approximately 32.582 acres, with the associated infrastructure and easements. This Final Plat is in conformance with the existing Planned Development (PD59) and its associated exhibits.

Recommended Action

Staff recommends approval of the Final Plat subject to the following condition:

1. Provide easement abandonment documents for all easements that are to be removed. Please note that easements dedicated by separate instruments cannot be abandoned by plat. These documents can be provided prior to recording.

Attachments

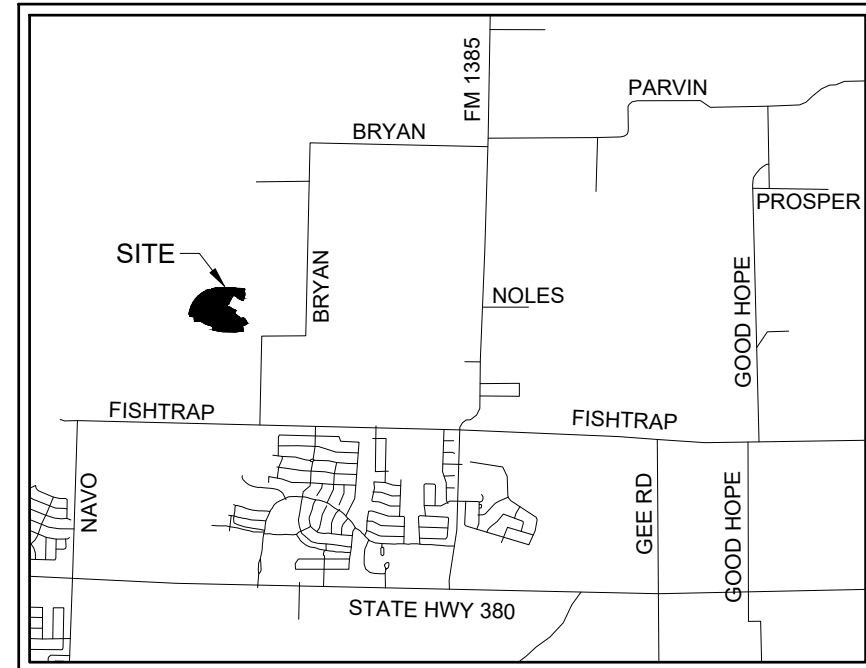
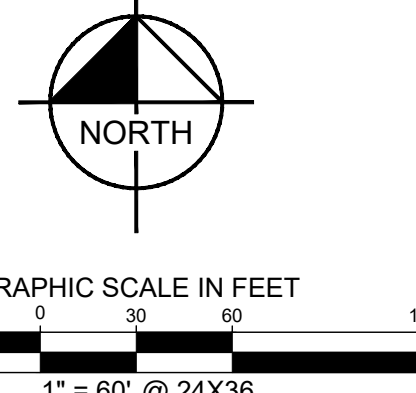
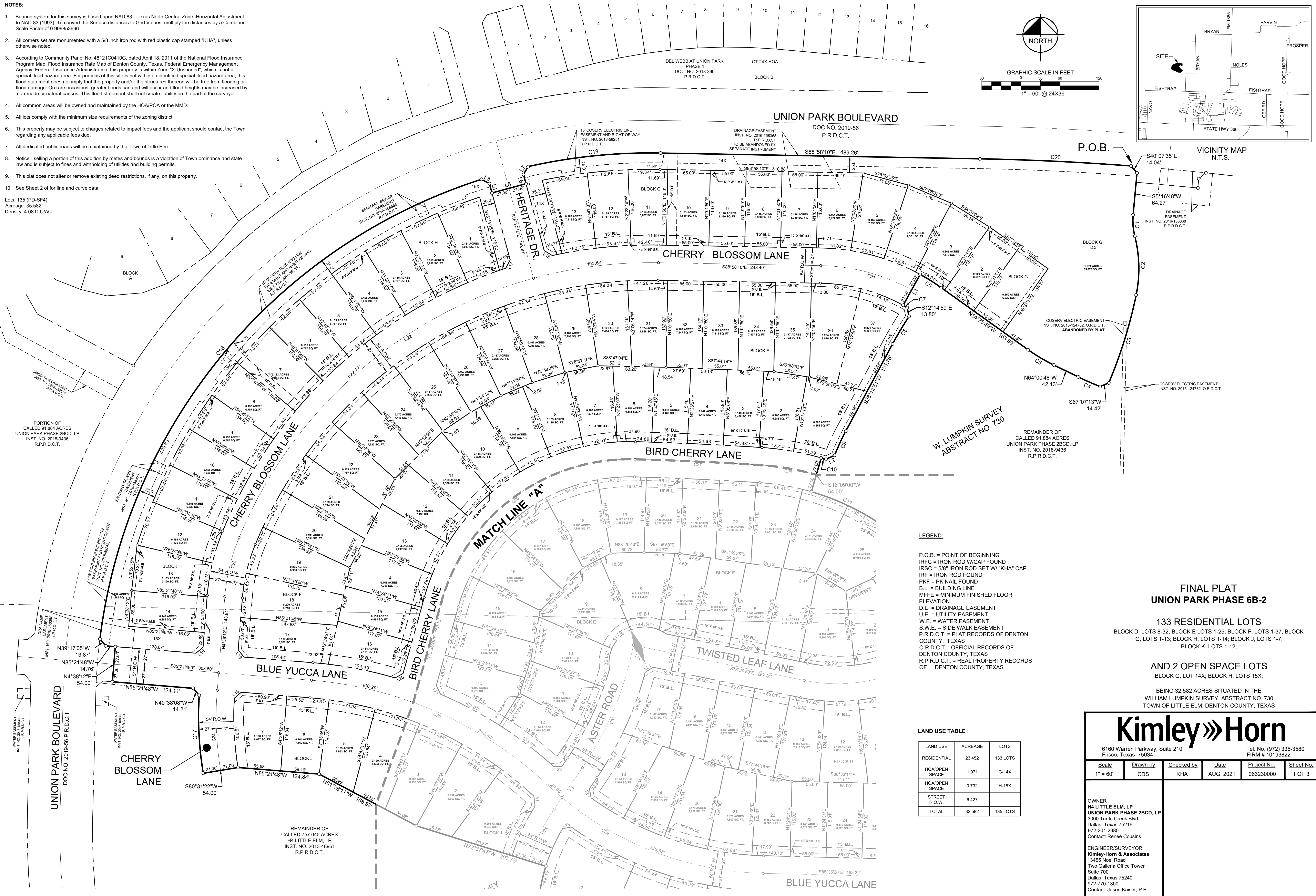
Union Park 6B-2 Final Plat

Union Park 6B-2 - Location Map

NOTES:

- Bearing system for this survey is based upon NAD 83 - Texas North Central Zone, Horizontal Adjustment to NAD 83 (1993). To convert the Surface distances to Grid Values, multiply the distances by a Combined Scale Factor of 0.999853696.
- All corners set are monumented with a 5/8 inch iron rod with red plastic cap stamped "KHA", unless otherwise noted.
- According to Community Panel No. 48121C0410G, dated April 18, 2011 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Denton County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is within Zone "X-Unshaded", which is not a special flood hazard area. For portions of this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
- All common areas will be owned and maintained by the HOA/POA or the MMD.
- All lots comply with the minimum size requirements of the zoning district.
- This property may be subject to charges related to impact fees and the applicant should contact the Town regarding any applicable fees due.
- All dedicated public roads will be maintained by the Town of Little Elm.
- Notice - selling a portion of this addition by metes and bounds is a violation of Town ordinance and state law and is subject to fines and withholding of utilities and building permits.
- This plat does not alter or remove existing deed restrictions, if any, on this property.
- See Sheet 2 of for line and curve data.

Lots: 135 (PD-SF4)
 Acreage: 35.582
 Density: 4.08 D.U./AC



LEGEND:

P.O.B. = POINT OF BEGINNING
 IRFC = IRON ROD W/CAP FOUND
 IRSC = 5/8" IRON ROD SET W/ "KHA" CAP
 IRF = IRON ROD FOUND
 PKF = PK NAIL FOUND
 B.L. = BUILDING LINE
 MFFE = MINIMUM FINISHED FLOOR ELEVATION
 D.E. = DRAINAGE EASEMENT
 U.E. = UTILITY EASEMENT
 W.E. = WATER EASEMENT
 S.W.E. = SIDE WALK EASEMENT
 P.R.D.C.T. = PLAT RECORDS OF DENTON COUNTY, TEXAS
 O.R.D.C.T. = OFFICIAL RECORDS OF DENTON COUNTY, TEXAS
 R.P.R.D.C.T. = REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS

**FINAL PLAT
 UNION PARK PHASE 6B-2**

133 RESIDENTIAL LOTS
 BLOCK D, LOTS 8-32; BLOCK E LOTS 1-25; BLOCK F, LOTS 1-37; BLOCK G, LOTS 1-13; BLOCK H, LOTS 1-14; BLOCK J, LOTS 1-7; BLOCK K, LOTS 1-12;

AND 2 OPEN SPACE LOTS
 BLOCK G, LOT 14X; BLOCK H, LOTS 15X;

BEING 32.582 ACRES SITUATED IN THE WILLIAM LUMPKIN SURVEY, ABSTRACT NO. 730 TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

LAND USE TABLE:

LAND USE	ACREAGE	LOTS
RESIDENTIAL	23.452	133 LOTS
HOA/OPEN SPACE	1.971	G-14X
HOA/OPEN SPACE	0.732	H-15X
STREET R.O.W.	6.427	-
TOTAL	32.582	135 LOTS

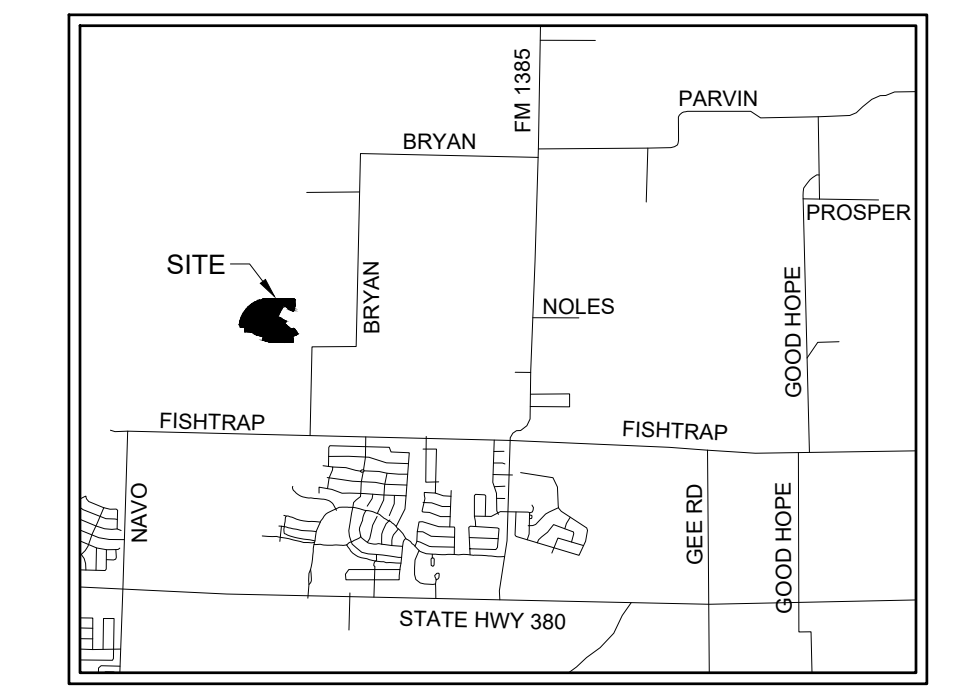
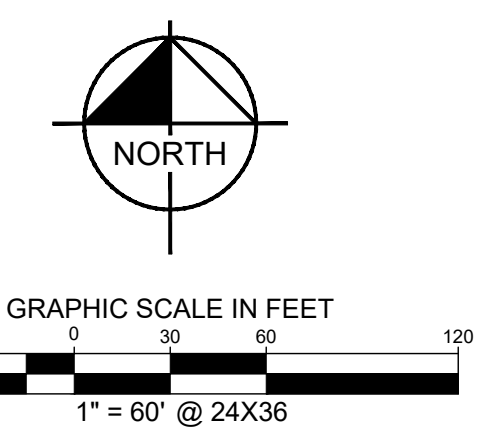
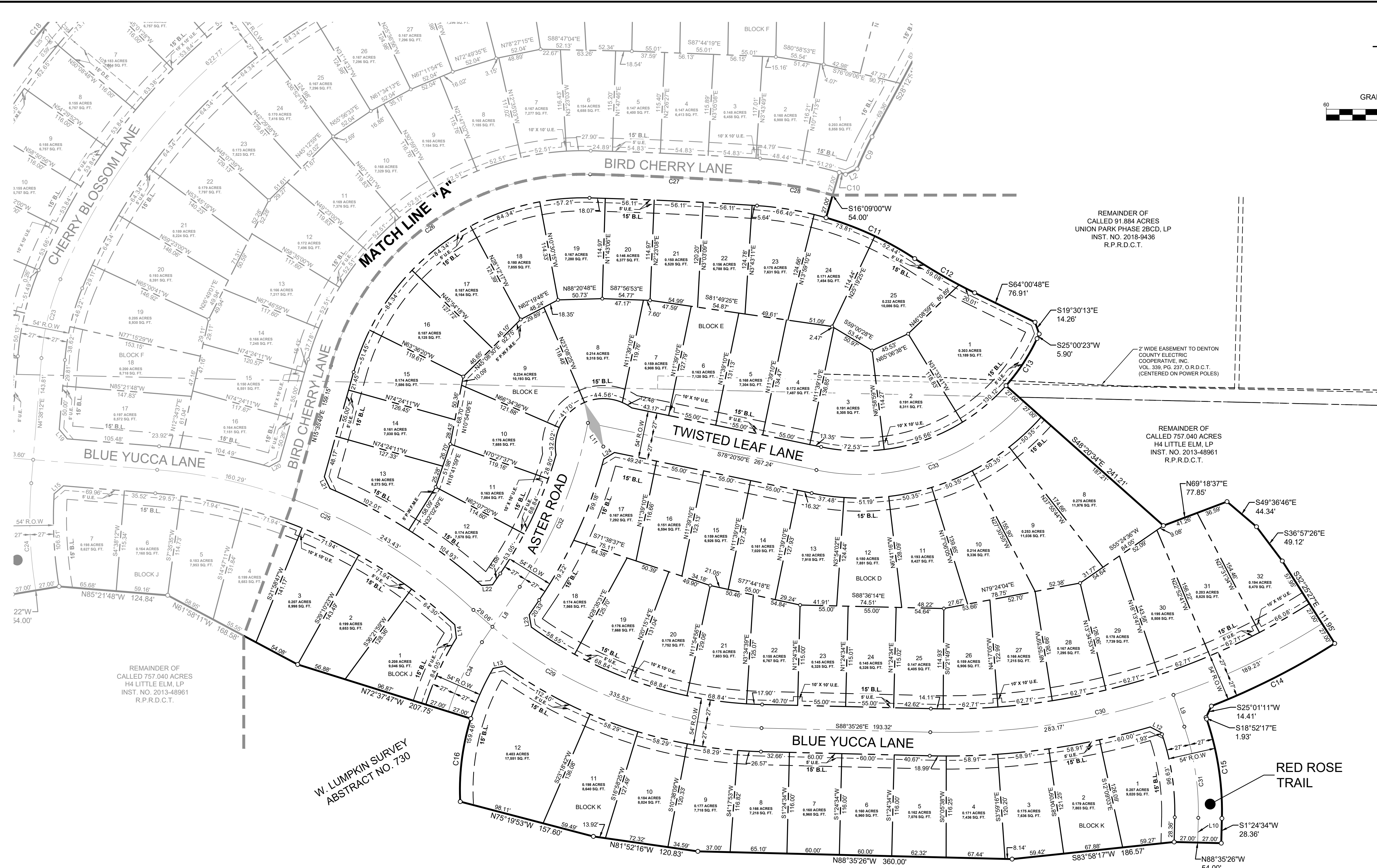
Kimley»Horn

6160 Warren Parkway, Suite 210 Frisco, Texas 75034 Tel. No. (972) 335-3580 Firm # 10193822

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	CDS	KHA	AUG. 2021	063230000	1 OF 3

OWNER
 H4 LITTLE ELM, LP
 UNION PARK PHASE 2BCD, LP
 3000 Turtle Creek Blvd.
 Dallas, Texas 75219
 972-201-2980
 Contact: Renee Cousins

ENGINEER/SURVEYOR:
 Kimley-Horn & Associates
 13455 Noel Road
 Two Galleria Office Tower
 Suite 700
 Dallas, Texas 75240
 972-770-1300
 Contact: Jason Kaiser, P.E.



VICINITY MAP
N.T.S.

REMAINDER OF
CALLED 91.884 ACRES
UNION PARK PHASE 2BDC, LP
INST. NO. 2018-9436
R.P.R.D.C.T.

REMAINDER OF
CALLED 757.040 ACRES
H4 LITTLE ELM, LP
INST. NO. 2013-48961
R.P.R.D.C.T.

- NOTES:**
- Bearing system for this survey is based upon NAD 83 - Texas North Central Zone, Horizontal Adjustment to NAD 83 (1993). To convert the Surface distances to Grid Values, multiply the distances by a Combined Scale Factor of 0.999853696.
 - All corners set are monumented with a 5/8 inch iron rod with red plastic cap stamped "KHA", unless otherwise noted.
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Density: 4.08 D.U./AC

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LAND USE TABLE:

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HOA/OPEN SPACE	0.732	H-15X
STREET R.O.W.	6.427	-
TOTAL	32.582	135 LOTS

**FINAL PLAT
UNION PARK PHASE 6B-2**

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BEING 32.582 ACRES SITUATED IN THE
WILLIAM LUMPKIN SURVEY, ABSTRACT NO. 730
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034

Tel. No. (972) 335-3580
FIRM # 10193822

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	CDS	KHA	AUG. 2021	063230000	2 OF 3

OWNER
H4 LITTLE ELM, LP
UNION PARK PHASE 2BDC, LP
3000 Turtle Creek Blvd.
Dallas, Texas 75219
972-201-2980
Contact: Renee Cousins

ENGINEER/SURVEYOR:
Kimley-Horn & Associates
13455 Noel Road
Suite 700
Dallas, Texas 75240
972-770-1300
Contact: Jason Kaiser, P.E.

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	19°34'43"	97.50	33.32	S04°30'33"E	33.16
C2	26°01'03"	200.00	90.82	N01°17'23"W	90.04
C3	11°11'21"	722.98	141.19	N17°18'49"E	140.97
C4	4°24'01"	473.00	36.33	S66°12'48"E	36.32
C5	9°31'59"	273.00	45.42	S59°14'48"E	45.37
C6	6°39'49"	327.00	38.03	N57°48'43"W	38.01
C7	1°28'55"	273.00	7.06	S60°24'10"E	7.06
C8	5°21'09"	527.00	49.23	S30°53'26"W	49.21
C9	6°48'40"	341.45	40.59	S24°44'00"W	40.57
C10	1°01'10"	427.00	7.60	N73°20'25"W	7.60
C11	17°13'45"	373.00	112.16	S65°14'08"E	111.74
C12	7°23'33"	613.00	79.09	S60°19'02"E	79.04
C13	16°39'03"	223.00	64.81	S33°19'54"W	64.58
C14	10°59'21"	827.00	158.62	S63°04'13"W	158.37
C15	20°16'50"	327.00	115.75	S08°43'51"E	115.14
C16	20°13'23"	273.00	96.36	N07°15'31"E	95.86
C17	13°01'36"	527.00	119.82	N02°57'50"W	119.56
C18	65°08'14"	850.00	966.33	N39°41'59"E	915.13

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C19	13°46'25"	850.00	204.33	N84°08'37"E	203.84
C20	3°21'54"	3950.00	231.99	S87°17'13"E	231.95
C21	27°49'32"	300.00	145.69	N75°03'24"W	144.27
C22	68°35'16"	682.00	816.41	S56°44'11"W	768.53
C23	17°48'21"	300.00	93.23	S13°32'22"W	92.86
C24	14°06'50"	500.00	123.17	S02°25'13"E	122.85
C25	38°33'06"	600.00	403.71	N60°05'15"W	396.14
C26	75°54'24"	300.00	397.45	S53°33'01"W	369.01
C27	2°16'59"	4846.00	193.10	N87°21'18"W	193.09
C28	12°21'48"	400.00	86.31	N80°01'54"W	86.14
C29	41°46'44"	500.00	364.59	S67°42'04"E	356.57
C30	33°50'01"	800.00	472.41	N74°29'33"E	465.57
C31	20°16'50"	300.00	106.19	N08°43'51"W	105.64
C32	23°27'36"	500.00	204.73	N22°34'24"E	203.30
C33	59°59'43"	250.00	261.78	N71°39'18"E	249.98
C34	16°55'59"	300.00	88.66	S25°50'13"W	88.34

LINE TABLE

NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	S28°51'22"W	54.00	L14	N07°03'31"W	15.31
L2	S64°59'16"W	14.66	L15	S49°20'04"W	14.07
L3	S61°18'58"E	13.87	L16	N49°38'12"E	14.14
L4	S15°14'15"E	14.76	L17	N28°28'09"E	14.46
L5	N74°45'45"E	54.00	L18	S58°56'38"E	14.46
L6	N15°14'15"W	14.76	L19	S40°21'48"E	14.14
L7	N30°50'28"E	13.87	L20	N61°12'43"E	13.99
L8	N34°16'12"E	76.81	L21	S25°51'22"E	14.99
L9	N18°52'17"W	38.49	L22	N86°30'51"E	12.52
L10	N01°24'34"E	28.36	L23	S09°42'09"E	14.39
L11	N33°06'21"W	32.39	L24	S58°00'32"W	14.47
L12	N62°45'45"W	14.41	L25	S35°09'41"E	3.38
L13	S78°52'14"W	13.59	L26	S35°09'41"E	7.15

DWG NAME: K:\P\F\ SURVEY\ SURVEY\ UNION PARK - HLLWOOD\063230000\UPP\F\6B2\FD.DWG PLOTTED BY: SREITER, CODY 8/26/2021 11:28:AM LAST SAVED: 8/23/2021 9:34 AM

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS H4 LITTLE ELM, LP AND UNION PARK PHASE 2BCD, LP, are the owners of a tract of land situated in the W. Lumpkin Survey, Abstract No. 730, Town of Little Elm, Denton County, Texas, and being a portion of a called 757.040 acre tract of land described in a deed to H4 Little Elm, LP, as recorded in Instrument No. 2013-48961 of the Real Property Records of Denton County, Texas, portion of a called 91.884 acre tract of land described in a deed to Union Park Phase 2BCD, LP, as recorded in Instrument No. 2018-9436 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "KHA" found for northwest corner of a corner clip on the southerly right of way line of Union Park Boulevard, a 100 foot right of way, as recorded in Document No. 2019-56 of the Plat Records of Denton County, Texas;

THENCE South 40°07'35" East, departing the southerly right of way line of said Union Park Boulevard, and along said corner clip, a distance of 14.04 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the southeast corner of said corner clip;

THENCE departing the southerly right of way line of said Union Park Boulevard, and crossing said 91.884 acre tract and said 757.040 acre tract, the following courses and distances:

South 5°16'48" West, a distance of 64.27 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 19°34'43", a radius of 97.50 feet, a chord bearing and distance of South 04°30'33" East, 33.16 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 33.32 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a reverse curve to the right having a central angle of 26°01'03", a radius of 200.00 feet, a chord bearing and distance of South 01°17'23" East, 90.04 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 90.82 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a compound curve to the right having a central angle of 11°11'21", a radius of 722.98 feet, a chord bearing and distance of South 17°18'49" West, 140.97 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 141.19 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 67°07'13" West, a distance of 14.42 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 04°24'01", a radius of 473.00 feet, a chord bearing and distance of North 66°12'48" West, 36.32 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 36.33 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 64°00'48" West, a distance of 42.13 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 09°31'59", a radius of 273.00 feet, a chord bearing and distance of North 59°14'48" West, 45.37 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 45.42 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 54°28'40" West, a distance of 163.89 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 06°39'49", a radius of 327.00 feet, a chord bearing and distance of North 57°48'43" West, 38.01 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 38.03 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 28°51'22" West, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 01°28'55", a radius of 273.00 feet, a chord bearing and distance of South 60°24'10" East, 7.06 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 7.06 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 12°14'59" East, a distance of 13.80 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 05°21'09", a radius of 527.00 feet, a chord bearing and distance of South 30°53'25" West, 49.21 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 49.23 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 28°12'51" West, a distance of 151.78 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 6°48'40", a radius of 341.45 feet, a chord bearing and distance of South 24°44'00" West, 40.57 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 40.59 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 64°59'16" West, a distance of 14.66 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 01°01'10", a radius of 427.00 feet, a chord bearing and distance of North 73°20'25" West, 7.60 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 7.60 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 16°09'00" West, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 17°13'45", a radius of 373.00 feet, a chord bearing and distance of South 65°14'08" East, 111.74 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 112.16 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a reverse curve to the left having a central angle of 07°23'33", a radius of 613.00 feet, a chord bearing and distance of South 60°19'02" East, 79.04 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 79.09 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 64°00'48" East, a distance of 76.91 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 19°30'13" East, a distance of 14.26 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 25°00'23" West, a distance of 5.90 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 16°39'03", a radius of 223.00 feet, a chord bearing and distance of South 33°19'54" West, 64.58 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 64.81 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 48°20'34" East, a distance of 241.21 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 69°18'37" East, a distance of 77.85 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 49°36'46" East, a distance of 44.34 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 36°57'26" East, a distance of 49.12 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 32°25'27" East, a distance of 111.95 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 10°59'21", a radius of 827.00 feet, a chord bearing and distance of South 63°04'13" West, 158.37 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 158.62 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 25°01'11" West, a distance of 14.41 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 18°52'17" East, a distance of 1.93 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 20°16'50", a radius of 327.00 feet, a chord bearing and distance of South 08°43'51" East, 115.14 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 115.75 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 01°24'34" West, a distance of 28.36 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 88°35'26" West, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 83°58'17" West, a distance of 186.57 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 88°35'26" West, a distance of 360.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 81°52'16" West, a distance of 120.83 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 75°19'53" West, a distance of 157.60 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 20°13'23", a radius of 273.00 feet, a chord bearing and distance of North 07°15'31" East, 95.86 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 96.36 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 72°37'47" West, a distance of 207.75 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 61°58'11" West, a distance of 168.58 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 85°21'48" West, a distance of 124.84 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 80°31'22" West, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 13°01'36", a radius of 527.00 feet, a chord bearing and distance of North 02°57'50" West, 119.56 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 119.82 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 40°38'08" West, a distance of 14.21 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 85°21'48" West, a distance of 124.11 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found on the easterly right of way line of said Union Park Boulevard;

THENCE along the easterly and the southerly right of way lines of said Union Park Boulevard, the following courses and distances:

North 04°38'12" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 85°21'48" West, a distance of 14.76 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 39°17'05" West, a distance of 13.87 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 65°08'14", a radius of 850.00 feet, a chord bearing and distance of North 39°41'59" East, 915.13 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 966.33 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 61°18'58" East, a distance of 13.87 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 15°14'15" East, a distance of 14.76 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 74°45'45" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 15°14'15" West, a distance of 14.76 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 30°50'28" East, a distance of 13.87 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 13°46'25", a radius of 850.00 feet, a chord bearing and distance of North 84°08'37" East, 203.84 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 204.33 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 88°58'10" East, a distance of 489.26 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 3°21'54", a radius of 3950.00 feet, a chord bearing and distance of South 87°17'13" East, 231.95 feet;

In a southeasterly direction with said curve to the right, an arc distance of 231.99 feet to the **POINT OF BEGINNING** and containing 32.582 acres (1,419,285 square feet) of land, more or less.

OWNER'S DEDICATION

STATE OF TEXAS §

COUNTY OF DENTON §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That **H4 LITTLE ELM, LP, UNION PARK PHASE 2BCD, LP** ("Owners") do hereby adopt this plat designating the hereinabove property as **UNION PARK PHASE 6B-2**, an addition to the Town of Little Elm, Denton County, Texas, and does hereby dedicate in fee simple to Highway 380 Municipal Management District No. 1 (The District) to exclusive use forever, the streets and public use areas shown hereon, and does hereby dedicate the easements shown on the plat for the purposes indicated to the District's exclusive use forever, and said dedications being free and clear of all liens and encumbrances except as shown herein or subordinated to this plat. No buildings, fences, trees, shrubs or other improvements shall be constructed or placed upon, over or across the easements of said plat. At the discretion of the District and subject to its written approval. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use the same unless the easement limits the use to a particular utility or utilities. Said use by public utilities being subordinate to the District's use thereof. Any public utility given the right by the District to use said easements shall have the right to: remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easements; and any public utility shall at all times have the right of ingress and egress to and from and upon said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity at any time procuring the permission of anyone. I do hereby bind myself, my successors and assigns to forever warrant and defend all and singular above described streets, alleys, easements an rights unto the District against every person whomsoever lawfully claiming or to claim the same or any part thereof by and through Owner but not otherwise. This property is not located within the extraterritorial jurisdiction of any municipality. This plat approved subject to all plating ordinances, rules, regulations and resolutions of the Town of Little Elm, Texas.

Witness, my hand this the _____ day of _____, 2021.

H4 LITTLE ELM, LP, a Texas limited partnership

BY: BOH Investment GP, LLC,
a Delaware limited liability company,
its general partner

By: _____
Elaine Ford, Senior Vice President

STATE OF TEXAS §

COUNTY OF _____ §

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

Given under my hand and seal this _____ day of _____, 2021.

Notary Public, State of Texas

Witness, my hand this the _____ day of _____, 2021.

UNION PARK PHASE 2BCD, LP, a Texas limited partnership

BY: BOH Investment GP, LLC,
a Delaware limited liability company,
its general partner

By: _____
Elaine Ford, Senior Vice President

STATE OF TEXAS §

COUNTY OF _____ §

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

Given under my hand and seal this _____ day of _____, 2021.

Notary Public, State of Texas

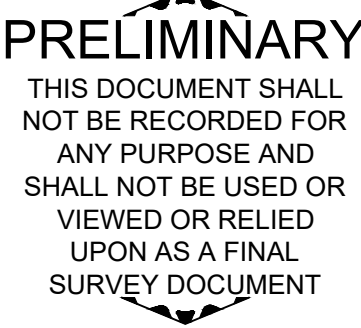
Witness, my hand this the _____ day of _____, 2021.

SURVEYORS CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

I, Sylviana Gunawan, a Registered Professional Land Surveyor in the State of Texas, do hereby declare that I have prepared this plat from an actual on the ground survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with Subdivision Regulations of the Town of Little Elm, Texas.

Sylviana Gunawan
Registered Professional Land Surveyor No. 6461
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Ph. 972-335-3580
sylviana.gunawan@kimley-horn.com



STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Sylviana Gunawan, 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 purpose and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2021.

NOTARY PUBLIC in and for the STATE OF TEXAS

TOWN OF LITTLE ELM APPROVAL

APPROVED this the _____ day of _____, 2021 by the Town Council of the Town of Little Elm, Texas.

Town Official

Town Secretary

**FINAL PLAT
UNION PARK PHASE 6B-2**

133 RESIDENTIAL LOTS

BLOCK D, LOTS 8-32; BLOCK E LOTS 1-25; BLOCK F, LOTS 1-37; BLOCK G, LOTS 1-13; BLOCK H, LOTS 1-14; BLOCK J, LOTS 1-7; BLOCK K, LOTS 1-12;

AND 2 OPEN SPACE LOTS

BLOCK G, LOT 14X; BLOCK H, LOTS 15X;

BEING 32.582 ACRES SITUATED IN THE
WILLIAM LUMPKIN SURVEY, ABSTRACT NO. 730
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

Kimley»Horn

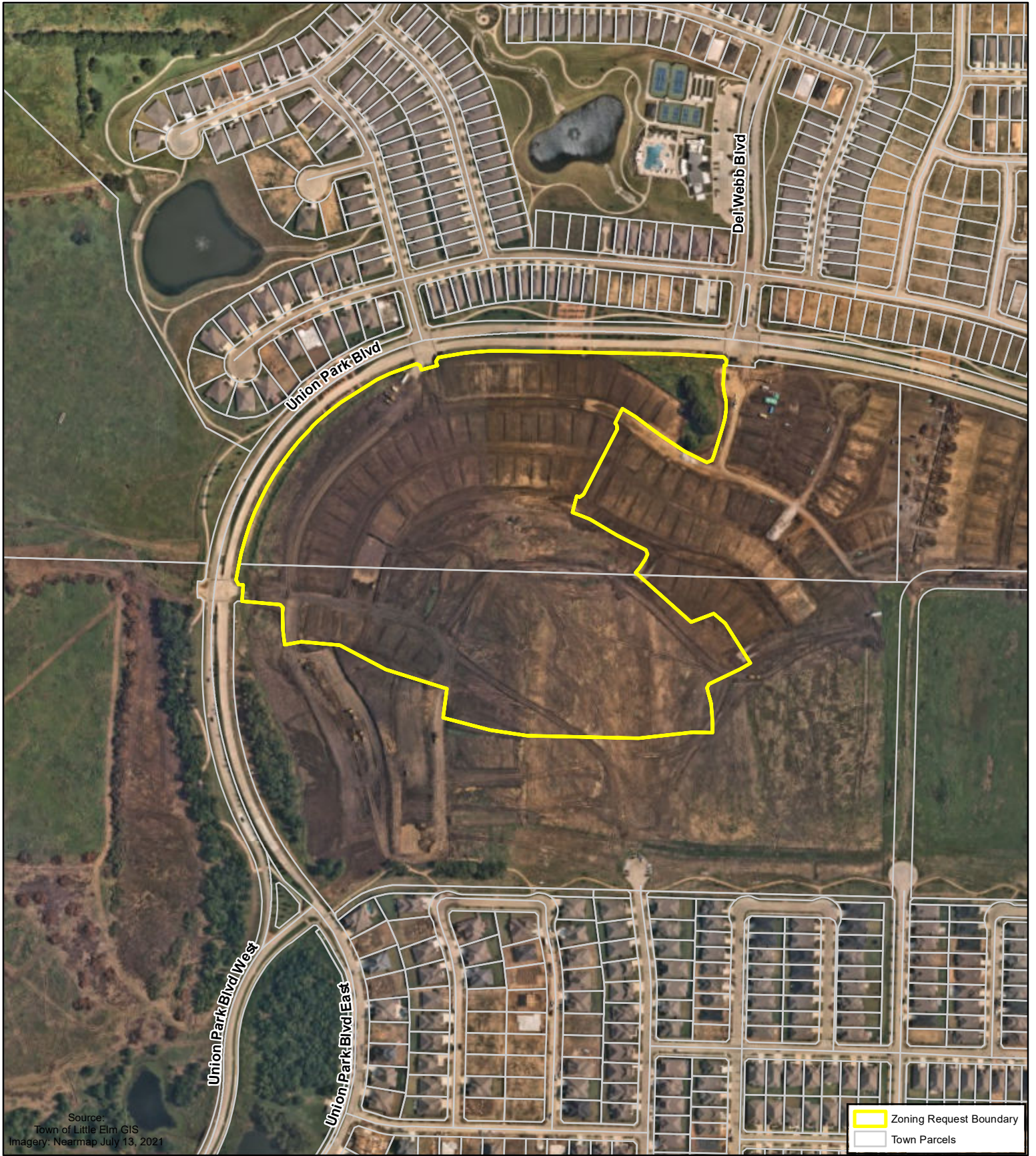
6160 Warren Parkway, Suite 210
Frisco, Texas 75034

Tel. No. (972) 335-3580
FIRM # 10193822



Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CDS	KHA	AUG. 2021	063230000	3 OF 3

OWNER
**H4 LITTLE ELM, LP
UNION PARK PHASE 2BCD, LP**
3000 Turtle Creek Blvd.
Dallas, Texas 75219
972-201-2980
Contact: Renee Cousins

ENGINEER/SURVEYOR:
Kimley-Horn & Associates
13455 Noel Road
Two Galleria Office Tower
Suite 700
Dallas, Texas 75240
972-770-1300
Contact: Jason Kaiser, P.E.

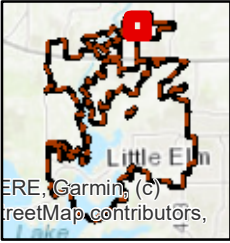
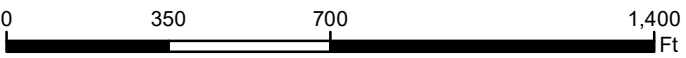


Source:
Town of Little Elm GIS
Imagery: Nearmap July 13, 2021

 Zoning Request Boundary
 Town Parcels



Union Park 6B2 Final Plat
Location Map



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



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TOWN OF LITTLE ELM PLANNING & ZONING COMMISSION

09/02/2021

OVERVIEW

Project	FINAL PLAT/Union Park Phase 6B-3
P&Z Hearing	09/02/2021
Council Hearing	N/A
Size	Approximately 31.611 acres
Current Zoning	Planned Development (PD-SF4)
Proposed Use	Single Family Residential
Existing Use	Open Space
Future Land Use Plan Designation	Low Density Residential
Applicant	Andrea Saavedra - Kimley-Horn
Owner	H4 LITTLE ELM LP
Strategic Goal	Promote and expand Little Elm's identity

Agenda Item

FINAL PLAT/Union Park Phase 6B-3, (FP-21-02646). Presentation, discussion, and consideration on a request for approval of a Final Plat for Union Park Phase 6B-3, establishing 120 residential lots and three open space lots on approximately 31.611 acres, situated in the William Lumpkin Survey, Abstract No. 730, within Little Elm's town limits.

Location

Generally located on the west side of Union Park Boulevard, approximately 1,200 feet north of Fishtrap Road, adjacent to Union Park Elementary School, within Little Elm's town limits.

Planning Analysis

This is a Final Plat for Union Park Phase 6B-3 the plat is situated in the William Lumpkin Survey, Abstract No. 730, within Little Elm town limits. It is part of the master-planned development Union Park and is one of three 6B phases.

The purpose of this Final Plat is to establish 120 single-family residential lots and three open space lots on approximately 31.611 acres, with the associated infrastructure and easements. This Final Plat is in conformance with the existing Planned Development (PD59) and its associated exhibits.

Recommended Action

The plat has been reviewed by Town staff and found to be in compliance with most of the subdivision requirements. Staff is requesting to add the following condition: 1. Please note that the final plat for Phase 6B-1 must be recorded prior to recording this final plat in order to establish adequate roadway access from Blue Yucca Lane.

Attachments

Union Park 6B-3- Location Map

Union Park 6B-3 Final Plat

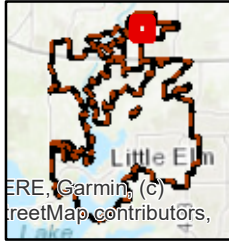
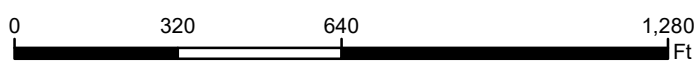


Source:
Town of Little Elm
Imagery: Nearmap July 13, 2021

Document Path: G:\GISFor\Town\Employee\Planning\LocationMap_Pontrail.mxd



Union Park 6B3 Final Plat
Location Map



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

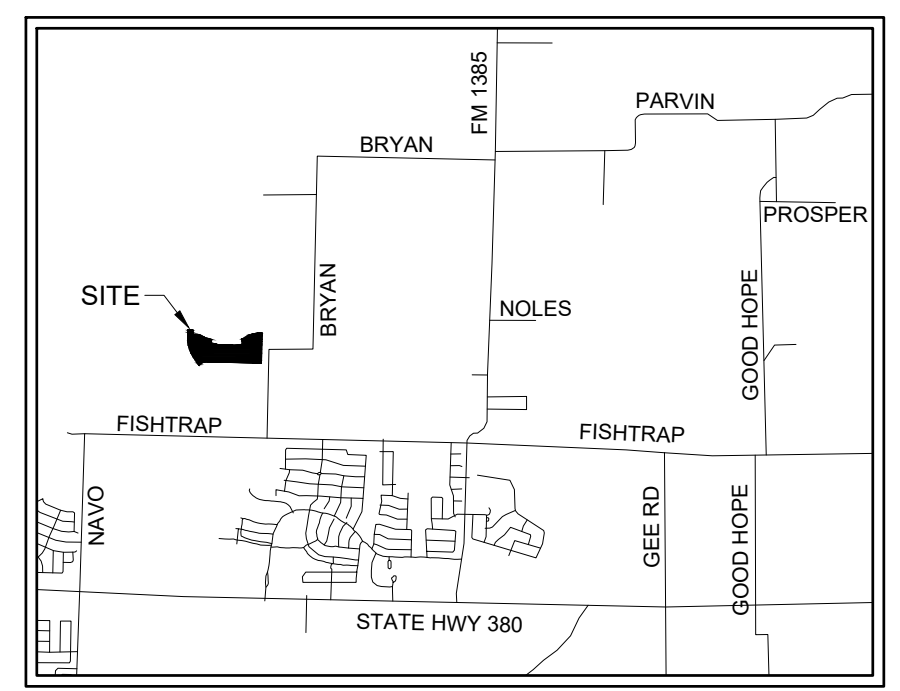
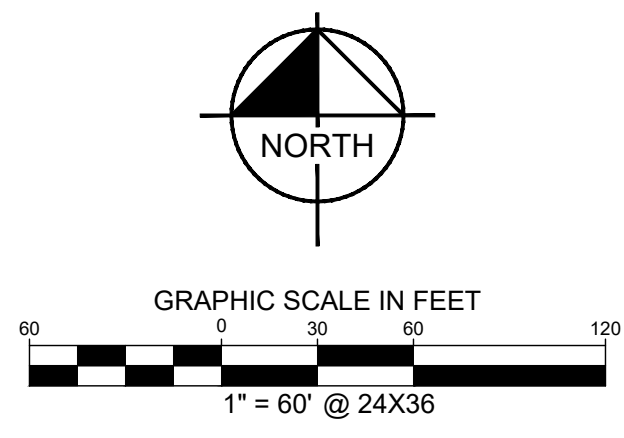


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LEGEND:
 P.O.B. = POINT OF BEGINNING
 IRFC = IRON ROD W/CAP FOUND
 IRS = 5/8" IRON ROD SET W/ "KHA" CAP
 IRF = IRON ROD FOUND
 PKF = PK NAIL FOUND
 B.L. = BUILDING LINE
 MFFE = MINIMUM FINISHED FLOOR ELEVATION
 D.E. = DRAINAGE EASEMENT
 U.E. = UTILITY EASEMENT
 W.E. = WATER EASEMENT
 S.W.E. = SIDE WALK EASEMENT
 P.W.F.M.E. = PRIVATE WALL AND FENCE MAINTENANCE EASEMENT
 P.R.D.C.T. = PLAT RECORDS OF DENTON COUNTY, TEXAS
 O.R.D.C.T. = OFFICIAL RECORDS OF DENTON COUNTY, TEXAS
 R.P.R.D.C.T. = REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS



VICINITY MAP
N.T.S.

REMAINDER OF CALLED 757.040 ACRES H4 LITTLE ELM, LP INST. NO. 2013-48961 R.P.R.D.C.T.

W. LUMPKIN SURVEY
ABSTRACT NO. 730

LAND USE TABLE :

LAND USE	ACREAGE	LOTS
RESIDENTIAL	20.470	120 LOTS
HOA/OPEN SPACE	2.334	I-14X
HOA/OPEN SPACE	0.897	M-15X
HOA/OPEN SPACE	0.87	L-27X
STREET R.O.W.	7.045	-
TOTAL	31.611	123 LOTS

NOTES:

- Bearing system for this survey is based upon NAD 83 - Texas North Central Zone, Horizontal Adjustment to NAD 83 (1993). To convert the Surface distances to Grid Values, multiply the distances by a Combined Scale Factor of 0.999853696.
- All corners set are monumented with a 5/8 inch iron rod with red plastic cap stamped "KHA", unless otherwise noted.
- According to Community Panel No. 48121C0410G, dated April 18, 2011 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Denton County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is within Zone "X-Unshaded", which is not a special flood hazard area. For portions of this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
- All common areas will be owned and maintained by the HOA/POA or the MMD.
- All lots comply with the minimum size requirements of the zoning district.
- This property may be subject to charges related to impact fees and the applicant should contact the Town regarding any applicable fees due.
- All dedicated public roads will be maintained by the Town of Little Elm.
- Notice - selling a portion of this addition by metes and bounds is a violation of Town subdivision ordinance and platting statutes and is subject to fines and withholding of utilities and building permits.
- This plat does not alter or remove existing deed restrictions, if any, on this property.
- See Sheet 2 of for line and curve data.
- Private Wall Maintenance Easement shall give the Union Park Homeowners Association (H.O.A.) and the Highway 380 Municipal Management District (District) the right but not the responsibility to maintain retaining and/or screen walls.

Lots: 120 (PD-SF4)
 Acreage: 31.611
 Density: 3.80 D.U./AC

**FINAL PLAT
UNION PARK PHASE 6B-3**

120 RESIDENTIAL LOTS
 BLOCK E LOTS 1-27; BLOCK I, LOTS 1-13; BLOCK J, LOTS 8-27; BLOCK K, LOTS 13-25; BLOCK L, LOTS 1-26; BLOCK M, LOTS 1-11 & LOTS 13-22;

AND 3 OPEN SPACE LOTS
 BLOCK I, LOT 14X; BLOCK M, LOTS 12X;

BEING 31.611 ACRES SITUATED IN THE WILLIAM LUMPKIN SURVEY, ABSTRACT NO. 730 TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

Kimley»Horn
 6160 Warren Parkway, Suite 210 Frisco, Texas 75034
 Tel. No. (972) 335-3580
 FIRM # 10193822

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	CDS	KHA	AUG. 2021	063230000	1 OF 3

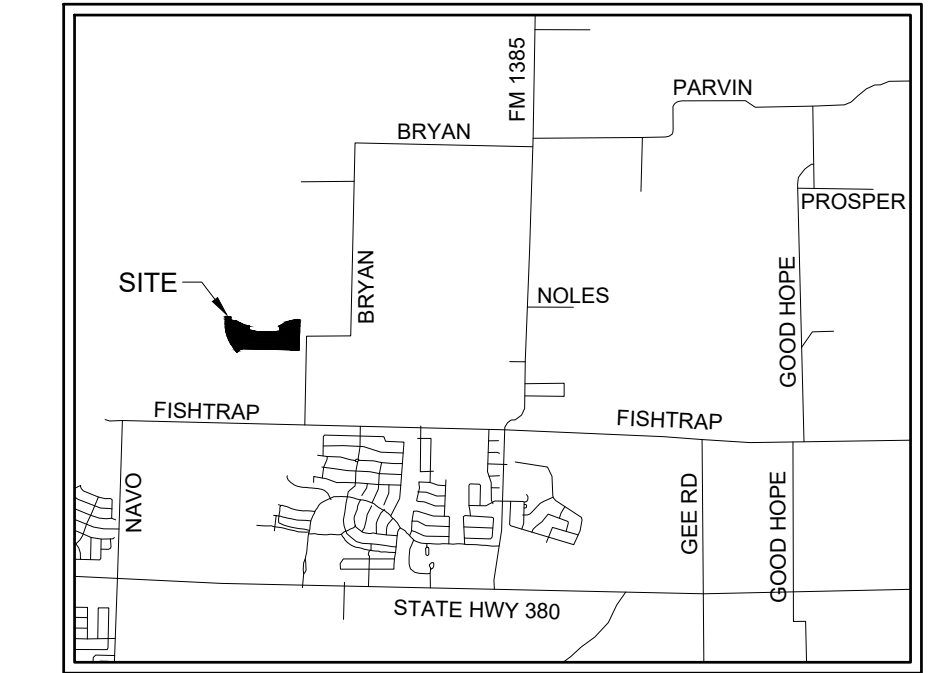
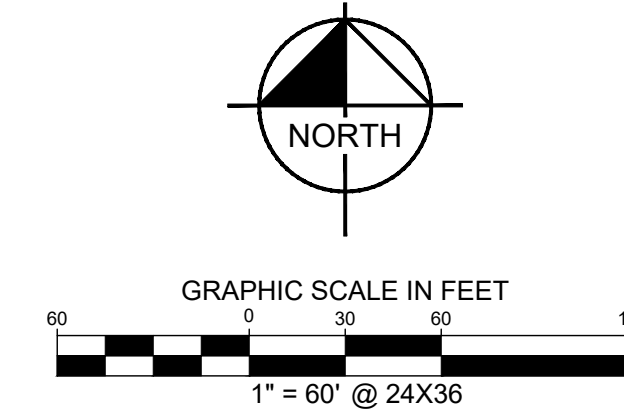
OWNERS
 Union Park Phase 5, LP
 3000 Turtle Creek Blvd.
 Dallas, Texas 75219
 972-201-2980
 Contact: René Cousins
 Renee.Cousins@hillwood.com

ENGINEER/SURVEYOR:
Kimley-Horn & Associates
 13455 Noel Road
 Two Galleria Office Tower
 Suite 700
 Dallas, Texas 75240
 972-770-1300
 Contact: Jason Kaiser, P.E.
 Jason.Kaiser@kimley-horn.com

DWG NAME: KCPH_SURVEY\3525000-UNION PARK - HLLWOOD\063230000\063230000.PDF PLOTTED BY: SREETER, CODY 8/25/2021 12:51:00 PM LAST SAVED: 8/25/2021 12:44:00 PM

NO.	BEARING	LENGTH
L1	S63°15'19"E	13.22'
L2	N78°02'39"E	54.00'
L3	N79°54'14"E	54.00'
L4	N48°33'29"E	13.87'
L5	N34°42'45"W	27.36'
L6	S09°20'27"W	14.78'
L7	S83°18'27"E	14.14'
L8	N16°26'08"E	15.51'
L9	S67°19'26"E	13.93'
L10	N46°24'34"E	14.14'
L11	S45°19'52"E	14.56'
L12	N46°24'34"E	14.14'
L13	N43°35'26"W	14.14'
L14	N46°24'34"E	14.14'
L15	S43°35'26"E	14.14'
L16	S46°24'34"W	14.14'
L17	N43°35'26"W	14.14'
L18	S46°24'34"W	14.14'
L19	S43°35'26"E	14.14'
L20	N46°24'34"E	14.14'
L21	S04°30'09"E	13.25'
L22	N72°46'41"E	77.91'

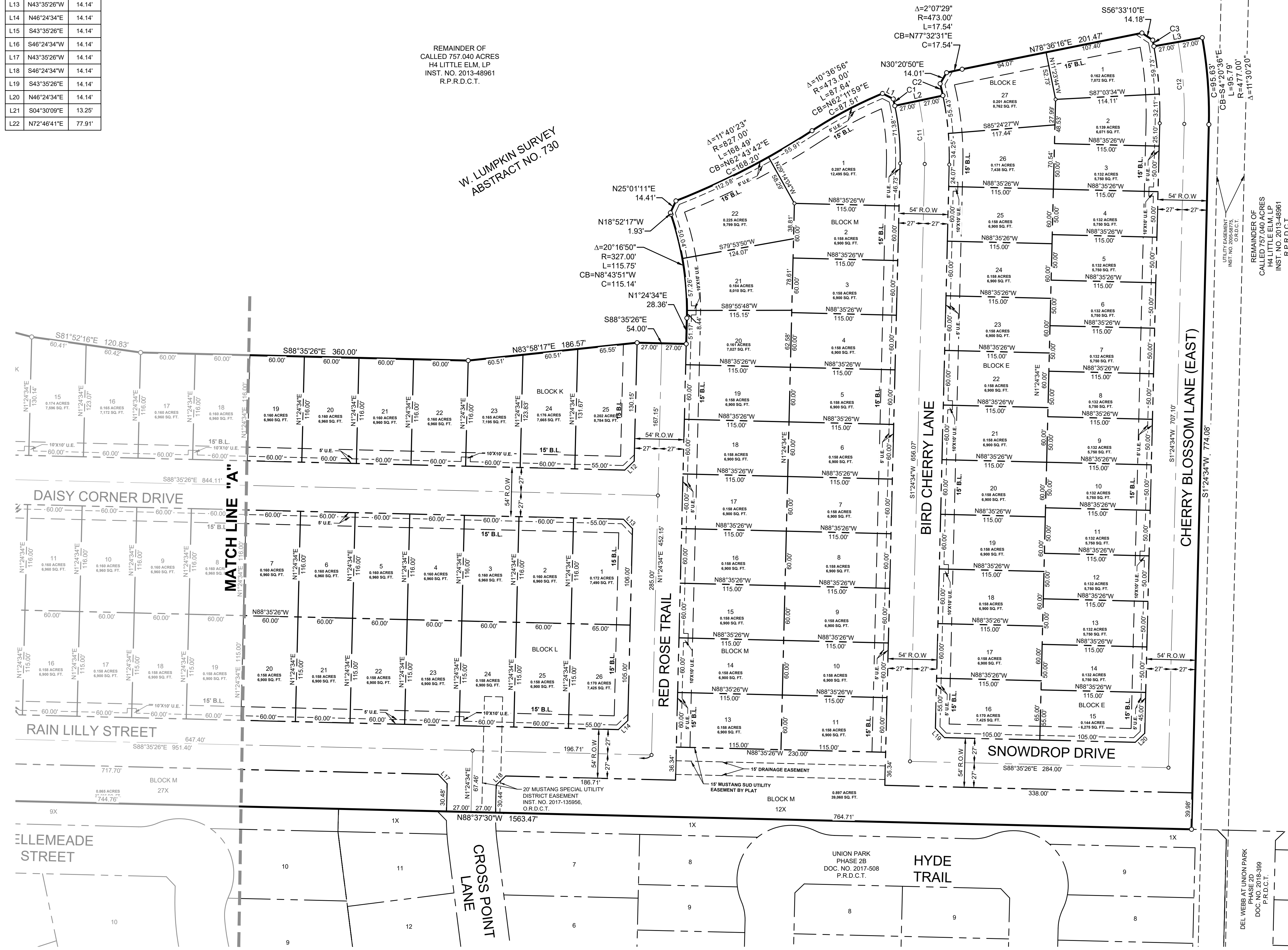
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	1°36'58"	273.00'	7.70'	S12°45'50"E	7.70'
C2	2°20'55"	327.00'	13.40'	N13°07'48"W	13.40'
C3	0°56'06"	423.00'	6.90'	S10°33'50"E	6.90'
C4	0°41'33"	850.00'	10.27'	N01°47'45"E	10.27'
C5	25°14'08"	500.00'	220.22'	S22°05'42"E	218.45'
C6	42°11'31"	500.00'	368.44'	N13°36'09"W	360.16'
C7	35°33'36"	300.00'	186.19'	S10°16'21"E	183.22'
C8	39°43'01"	300.00'	207.96'	S71°33'03"W	203.82'
C9	15°29'02"	500.00'	135.12'	N06°19'57"W	134.71'
C10	31°26'41"	300.00'	164.64'	S01°36'52"W	162.59'
C11	13°21'55"	300.00'	69.98'	N05°16'24"W	69.82'
C12	11°30'20"	450.00'	90.36'	N04°20'36"W	90.21'



VICINITY MAP
N.T.S.

REMAINDER OF
CALLED 757.040 ACRES
H4 LITTLE ELM, LP
INST. NO. 2013-48961
R.P.R.D.C.T.

W. LUMPKIN SURVEY
ABSTRACT NO. 730



NOTES:

- Bearing system for this survey is based upon NAD 83 - Texas North Central Zone, Horizontal Adjustment to NAD 83 (1993). To convert the Surface distances to Grid Values, multiply the distances by a Combined Scale Factor of 0.999853696.
- All corners set are monumented with a 5/8 inch iron rod with red plastic cap stamped "KHA", unless otherwise noted.
- According to Community Plan No. 48121C0410G, dated April 18, 2011 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Denton County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is within Zone "X-Unshaded", which is not a special flood hazard area. For portions of this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
- All common areas will be owned and maintained by the HOA/POA or the MMD.
- All lots comply with the minimum size requirements of the zoning district.
- This property may be subject to charges related to impact fees and the applicant should contact the Town regarding any applicable fees due.
- All dedicated public roads will be maintained by the Town of Little Elm.
- Notice - selling a portion of this addition by metes and bounds is a violation of Town subdivision ordinance and platting statutes and is subject to fines and withholding of utilities and building permits.
- This plat does not alter or remove existing deed restrictions, if any, on this property.
- Private Wall Maintenance Easement shall give the Union Park Homeowners Association (H.O.A.) and the Highway 380 Municipal Management District (District) the right but not the responsibility to maintain retaining and/or screen walls.

Lots: 120 (PD-SF4)
Acreage: 31.611
Density: 3.80 D/U/AC

LEGEND:

- P.O.B. = POINT OF BEGINNING
- IRFC = IRON ROD W/CAP FOUND
- IRSC = 5/8" IRON ROD SET W/ "KHA" CAP
- IRF = IRON ROD FOUND
- PKF = PK NAIL FOUND
- B.L. = BUILDING LINE
- MFFE = MINIMUM FINISHED FLOOR ELEVATION
- D.E. = DRAINAGE EASEMENT
- U.E. = UTILITY EASEMENT
- W.E. = WATER EASEMENT
- S.W.E. = SIDE WALK EASEMENT
- P.W.F.M.E. = PRIVATE WALL AND FENCE MAINTENANCE EASEMENT
- P.R.D.C.T. = PLAT RECORDS OF DENTON COUNTY, TEXAS
- O.R.D.C.T. = OFFICIAL RECORDS OF DENTON COUNTY, TEXAS
- R.P.R.D.C.T. = REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS

LAND USE TABLE:

LAND USE	ACREAGE	LOTS
RESIDENTIAL	20.470	120 LOTS
HOA/OPEN SPACE	2.334	I-14X
HOA/OPEN SPACE	0.897	M-15X
HOA/OPEN SPACE	0.87	L-27X
STREET R.O.W.	7.045	
TOTAL	31.611	123 LOTS

FINAL PLAT
UNION PARK PHASE 6B-3

120 RESIDENTIAL LOTS
BLOCK E LOTS 1-27; BLOCK I, LOTS 1-13; BLOCK J, LOTS 8-27; BLOCK K, LOTS 13-25; BLOCK L, LOTS 1-26; BLOCK M, LOTS 1-11 & LOTS 13-22;

AND 3 OPEN SPACE LOTS
BLOCK I, LOT 14X; BLOCK M, LOTS 12X;

BEING 31.611 ACRES SITUATED IN THE
WILLIAM LUMPKIN SURVEY, ABSTRACT NO. 730
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034
Tel. No. (972) 335-3580
FIRM # 10193822

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	CDS	KHA	AUG. 2021	063230000	2 OF 3

OWNERS
Union Park Phase 5, LP
3000 Turtle Creek Blvd.
Dallas, Texas 75219
972-201-2980
Contact: Renee Cousins
Renee.Cousins@hillwood.com

ENGINEER/SURVEYOR:
Kimley-Horn & Associates
13455 Noel Road
Two Galleria Office Tower
Suite 700
Dallas, Texas 75240
972-770-1300
Contact: Jason Kaiser, P.E.
Jason.Kaiser@kimley-horn.com

OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS H4 LITTLE ELM, LP, is the owner of a tract of land situated in the W. Lumpkin Survey, Abstract No. 730, Town of Little Elm, Denton County, Texas, and being a portion of a called 757.040 acre tract of land described in a deed to H4 Little Elm, LP, as recorded in Instrument No. 2013-48961 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northerly northwest corner of Lot 9X, Block DD of Union Park, Phase 2C, according to the Final Plat thereof recorded in Document No. 2017-496 of the Plat Records of Denton County, Texas;

THENCE South 06°43'10" West, along the northerly line of said Lot 9X, a distance of 10.66 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner on the easterly right-of-way line of Union Park Boulevard, a variable width right of way, as recorded in Document No. 2019-56 of the Plat Records of Denton County, Texas;

THENCE departing the northerly line of said Lot 9X and along the easterly right of way line of said Union Park Boulevard, the following courses and distances:

North 33°00'39" West, a distance of 30.32 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 38°18'27" West, a distance of 148.43 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 39°45'26", a radius of 1050.00 feet, a chord bearing and distance of North 18°25'44" West, 714.06 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 728.59 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 1°28'59" East, a distance of 182.26 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 0°41'33", a radius of 850.00 feet, a chord bearing and distance of North 1°47'45" East, 10.27 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 10.27 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 48°33'29" East, a distance of 13.87 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the north corner of a southeast corner clip on the easterly right of way line of said Union Park Boulevard;

South 85°21'48" East, passing en route the easterly right of way line of said Union Park Boulevard, and continuing along the same course and crossing said 757.040 acre tract, for a total distance of 138.87 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

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

South 40°38'08" East, a distance of 14.21 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 13°01'36", a radius of 527.00 feet, a chord bearing and distance of South 2°57'50" East, 119.56 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 119.82 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 80°31'22" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 85°21'48" East, a distance of 124.84 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 61°58'11" East, a distance of 168.58 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 72°37'47" East, a distance of 207.75 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 20°13'23", a radius of 273.00 feet, a chord bearing and distance of South 07°15'31" West, 95.86 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 96.36 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 75°19'53" East, a distance of 157.60 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 81°52'16" East, a distance of 120.83 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 88°35'26" East, a distance of 360.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 83°58'17" East, a distance of 186.57 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 88°35'26" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 01°24'34" East, a distance of 28.36 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 20°16'50", a radius of 327.00 feet, a chord bearing and distance of North 08°43'51" West, 115.14 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 115.75 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 18°52'17" West, a distance of 1.93 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 25°01'11" East, a distance of 14.41 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 11°40'23", a radius of 827.00 feet, a chord bearing and distance of North 62°43'42" East, 168.20 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 168.49 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a reverse curve to the right having a central angle of 10°36'56", a radius of 473.00 feet, a chord bearing and distance of North 62°11'59" East, 87.51 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 87.64 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 63°15'19" East, a distance of 13.22 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 01°36'58", a radius of 273.00 feet, a chord bearing and distance of South 12°45'50" East, 7.70 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 7.70 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 78°02'39" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 02°20'5", a radius of 327.00 feet, a chord bearing and distance of North 13°07'48" West, 13.40 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 13.40 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 30°20'50" East, a distance of 14.01 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 02°07'29", a radius of 473.00 feet, a chord bearing and distance of North 77°32'31" East, 17.54 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 13.40 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 78°36'16" East, a distance of 201.47 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 56°33'10" East, a distance of 14.18 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 00°56'06", a radius of 423.00 feet, a chord bearing and distance of South 10°33'50" East, 6.90 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 6.90 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 79°54'14" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 11°30'20", a radius of 477.00 feet, a chord bearing and distance of South 04°20'36" East, 95.63 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 95.79 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 01°24'34" West, a distance of 774.08 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set on the northerly line of Union Park, Phase 2B, according to the Final Plat thereof recorded in Document No. 2017-508 of the Plat Records of Denton County, Texas;

THENCE North 88°37'30" West, along the northerly line of said Union Park, Phase 2B and the northerly line of aforesaid Lot 9X, a distance of 1563.47 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found at the beginning of a tangent curve to the left having a central angle of 39°34'09", a radius of 263.00 feet, a chord bearing and distance of South 71°35'25" West, 178.04 feet;

THENCE in a southwesterly direction, with said curve to the left, and continuing along the northerly line of said Lot 9X, an arc distance of 181.63 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE South 51°48'21" West, continuing along the northerly line of said Lot 9x, a distance of 52.09 feet to the POINT OF BEGINNING and containing 31.611 acres (1,376,969 square feet) of land, more or less.

OWNER'S DEDICATION

STATE OF TEXAS §

COUNTY OF DENTON §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That H4 LITTLE ELM, LP ("Owner") does hereby adopt this plat designating the hereinabove property as UNION PARK PHASE 6B-3, an addition to the Town of Little Elm, Denton County, Texas, and does hereby dedicate in fee simple to Highway 380 Municipal Management District No. 1 (The District) to exclusive use forever, the streets and public use areas shown hereon, and does hereby dedicate the easements shown on the plat for the purposes indicated to the District's exclusive use forever, and said dedications being free and clear of all liens and encumbrances except as shown herein or subordinated to this plat. No buildings, fences, trees, shrubs or other improvements shall be constructed or placed upon, over or across the easements of said plat. At the discretion of the District and subject to its written approval. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use the same unless the easement limits the use to a particular utility or utilities. Said use by public utilities being subordinate to the District's use thereof. Any public utility given the right by the District to use said easements shall have the right to: remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easements; and any public utility shall at all times have the right of ingress and egress to and from and upon said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity at any time procuring the permission of anyone. I do hereby bind myself, my successors and assigns to forever warrant and defend all and singular above described streets, alleys, easements an rights unto the District against every person whomsoever lawfully claiming or to claim the same or any part thereof by and through Owner but not otherwise. This property is not located within the extraterritorial jurisdiction of any municipality. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Little Elm, Texas.

Witness, my hand this the _____ day of _____, 2021.

H4 LITTLE ELM, LP, a Texas limited partnership

BY: BOH Investment GP, LLC, a Delaware limited liability company, its general partner

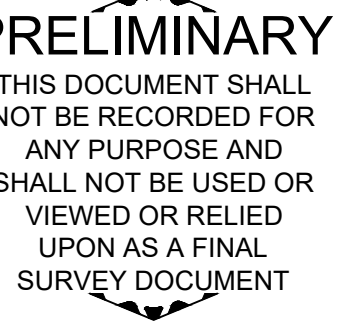
By: Elaine Ford, Senior Vice President

SURVEYORS CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

I, Sylviana Gunawan, a Registered Professional Land Surveyor in the State of Texas, do hereby declare that I have prepared this plat from an actual on the ground survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with Subdivision Regulations of the Town of Little Elm, Texas.

Sylviana Gunawan Registered Professional Land Surveyor No. 6461 Kimley-Horn and Associates, Inc. 6160 Warren Pkwy., Suite 210 Frisco, Texas 75034 Ph. 972-335-3580 sylviana.gunawan@kimley-horn.com



STATE OF TEXAS § COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Sylviana Gunawan, known to me to be the person whose name is subscribed to the foregoing instruments, and acknowledged to me that he executed the same for the purpose and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of _____, 2021.

NOTARY PUBLIC in and for the STATE OF TEXAS

TOWN OF LITTLE ELM APPROVAL

APPROVED this the _____ day of _____, 2021 by the Town Council of the Town of Little Elm, Texas.

Town Official

Town Secretary

FINAL PLAT UNION PARK PHASE 6B-3

120 RESIDENTIAL LOTS

BLOCK E LOTS 1-27; BLOCK I, LOTS 1-13; BLOCK J, LOTS 8-27; BLOCK K, LOTS 13-25; BLOCK L, LOTS 1-26; BLOCK M, LOTS 1-11 & LOTS 13-22;

AND 3 OPEN SPACE LOTS

BLOCK I, LOT 14X; BLOCK M, LOTS 12X;

BEING 31.611 ACRES SITUATED IN THE WILLIAM LUMPKIN SURVEY, ABSTRACT NO. 730 TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, Texas 75034 Tel. No. (972) 335-3580 FIRM # 10193822

Table with 6 columns: Scale, Drawn by, Checked by, Date, Project No., Sheet No. Values: N/A, CDS, KHA, AUG. 2021, 063230000, 3 OF 3

OWNERS Union Park Phase 5, LP 3000 Turtle Creek Blvd. Dallas, Texas 75219 972-201-2980 Contact: Renée Cousins Renee.Cousins@hillwood.com

ENGINEER/SURVEYOR: Kimley-Horn & Associates 13455 Noel Road Two Galleria Office Tower Suite 700 Dallas, Texas 75240 972-770-1300 Contact: Jason Kaiser, P.E. Jason.Kaiser@kimley-horn.com

Grid of 12 LOT TABLEs showing lot numbers, acres, and square feet for blocks E through M.



TOWN OF LITTLE ELM PLANNING & ZONING COMMISSION

09/02/2021

OVERVIEW

Project	PUBLIC HEARING/Ladera Planned Development (PD-21-00118)
P&Z Hearing	09/02/2021
Council Hearing	October 19, 2021
Size	58.5 acres
Current Zoning	Agriculture (AG)
Proposed Use	Low Density Residential
Existing Use	Undeveloped Land
Future Land Use Plan Designation	Residential
Applicant	Patricia Fant, McAdams
Owner	John Delin, Integrity Group
Strategic Goal	

Agenda Item

PUBLIC HEARING/Ladera Planned Development (PD-21-00118). Public hearing, discussion, and take action on a recommendation regarding a request to rezone approximately 58.5 acres of land, currently zoned primarily as Agriculture (AG), generally bound by Hill Lane to the west and Oak Grove Parkway 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 age-restricted, single family residential community, with amenities, 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.

- Staff Report/Applicant Presentation
- Open Public Hearing
- Receive Public Comment
- Close Public Hearing
- Discussion and Recommendation

Location

Generally bound by Hill Lane to the west and Oak Grove Parkway to the north, within Little Elm's town limits.

Planning Analysis

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 58.5-

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 fully aligns with the Town's vision for this area.

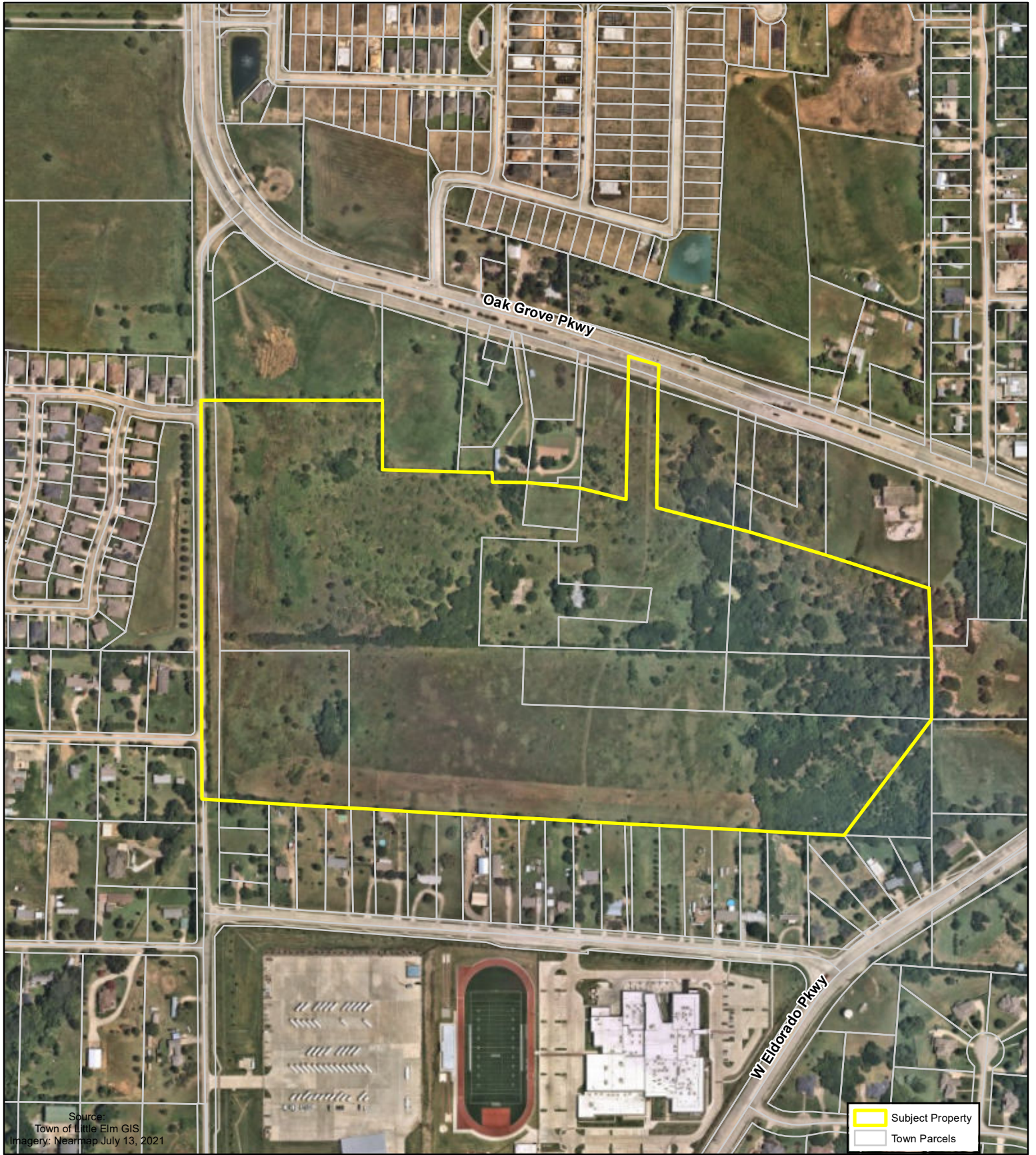
Recommended Action

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



Attachments

Ladera PD - Location Map

Ladera PD - Text, Plans, and Exhibits



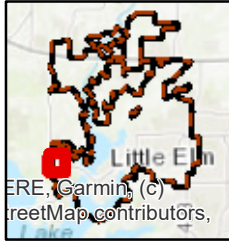
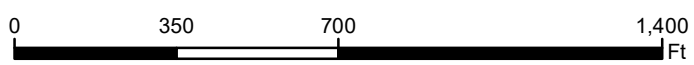
Source:
Town of Little Elm GIS
Imagery: Nearmap July 13, 2021

 Subject Property
 Town Parcels

Document Path: G:\GISFor\Town\Employees\Planning\LocationMap_Pontrail.mxd



Ladera 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.

METES AND BOUNDS

58.504 Ac.

Exhibit "A"

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 "C"

Z20-0027

LADERA LITTLE ELM

DEVELOPMENT REGULATIONS

Planned Development – 58.5 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 "C"

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 "C"

- 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 "C"

- 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.

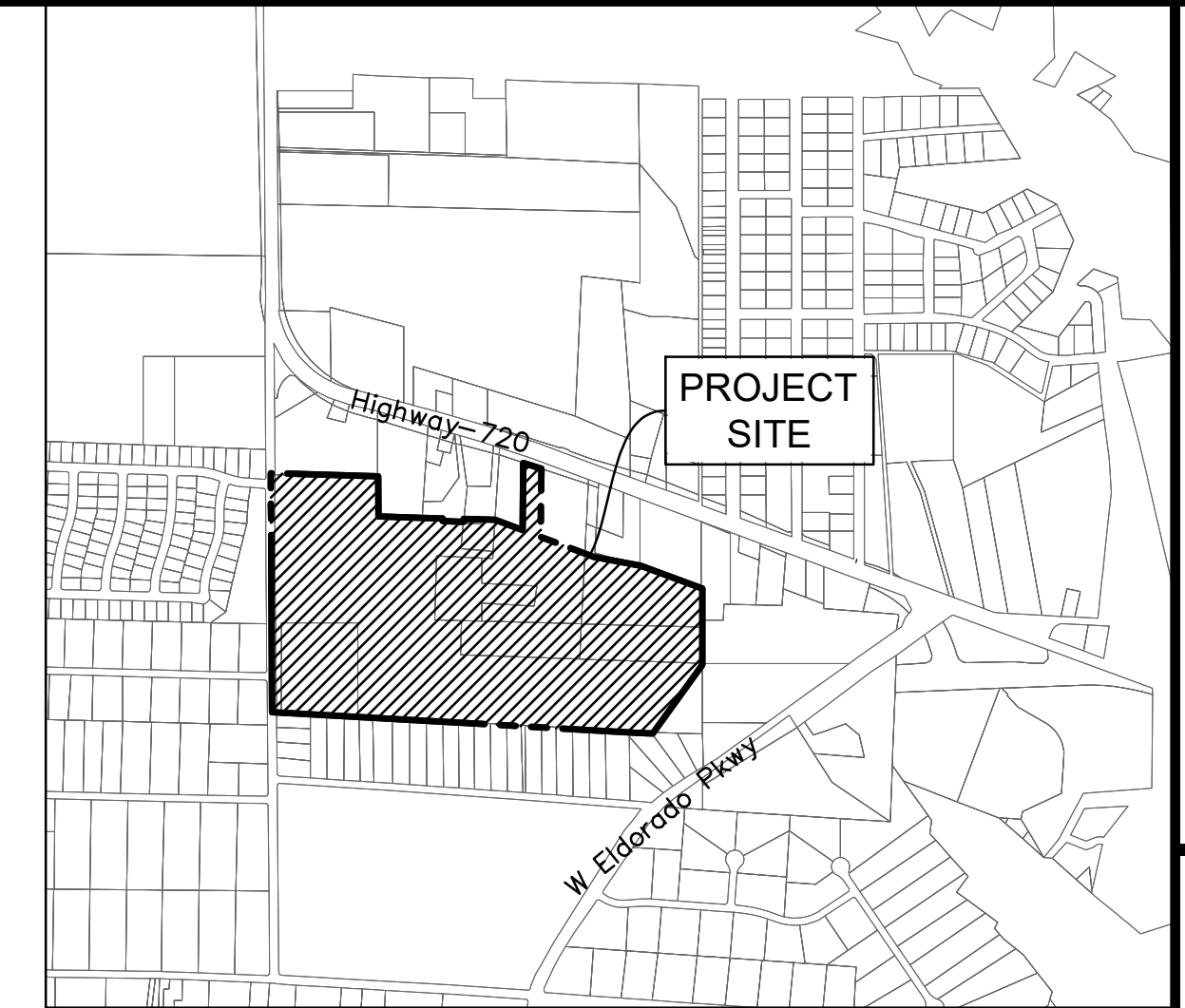
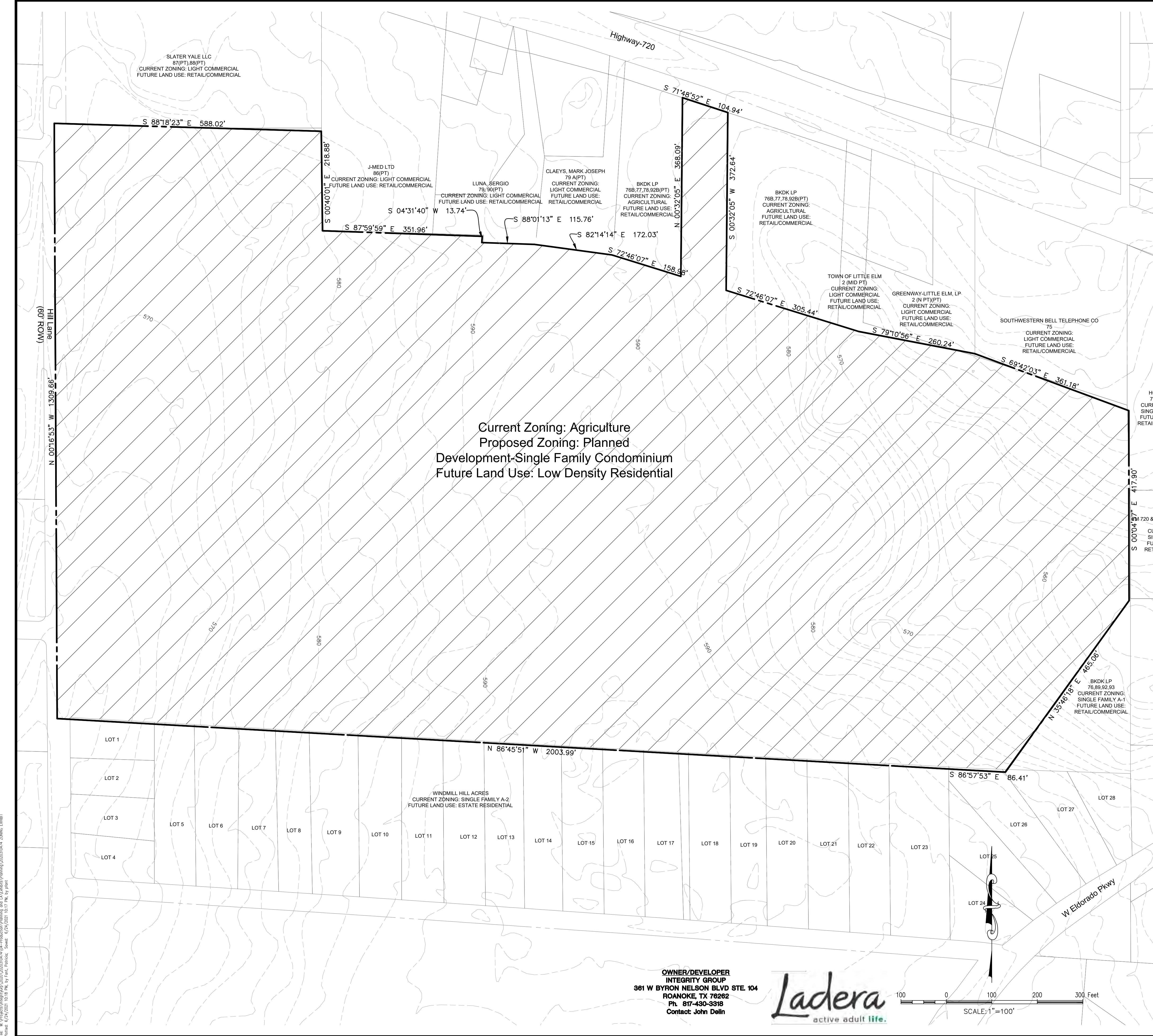
- A. The perimeter landscape buffer shall be counted toward open space.
- B. An underground irrigation system shall be provided to maintain all landscape and open space areas.

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.



Vicinity Map 1"=1,000'
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 Sergio;

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, 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 total 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 368.09 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 372.64 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;

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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 northeast 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 58.771 acres of land.

The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.435.9712
201 Country View Drive
Rockwall, TX 75087
940.240.1012
TBP#: 19762 TBP#: 10194440
www.mcadams.com

MCADAMS

LADERA LITTLE ELM

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 "C"
ZONING 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. JUSTIN L. LANSDOWNE, P.E. #121990 DATE 6/24/2021

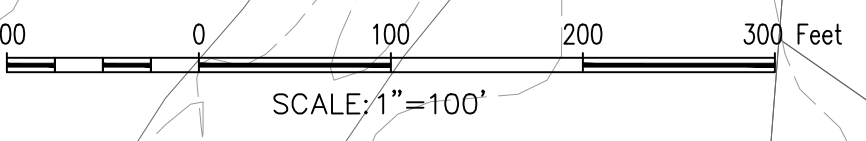
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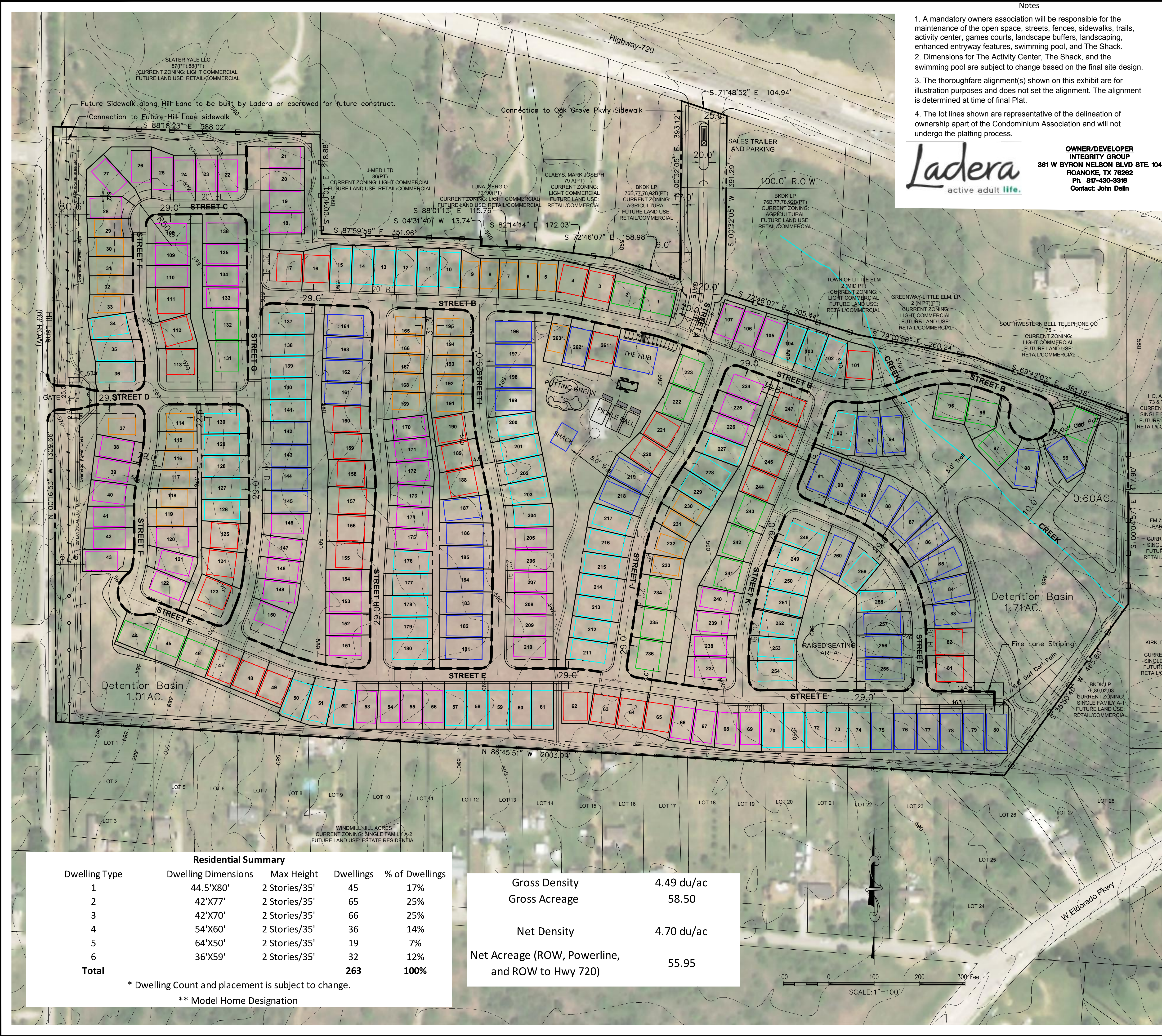
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OWNER/DEVELOPER
INTEGRITY GROUP
361 W BYRON NELSON BLVD STE. 104
ROANOK, TX 76262
Ph: 817-490-3318
Contact: John Dellin



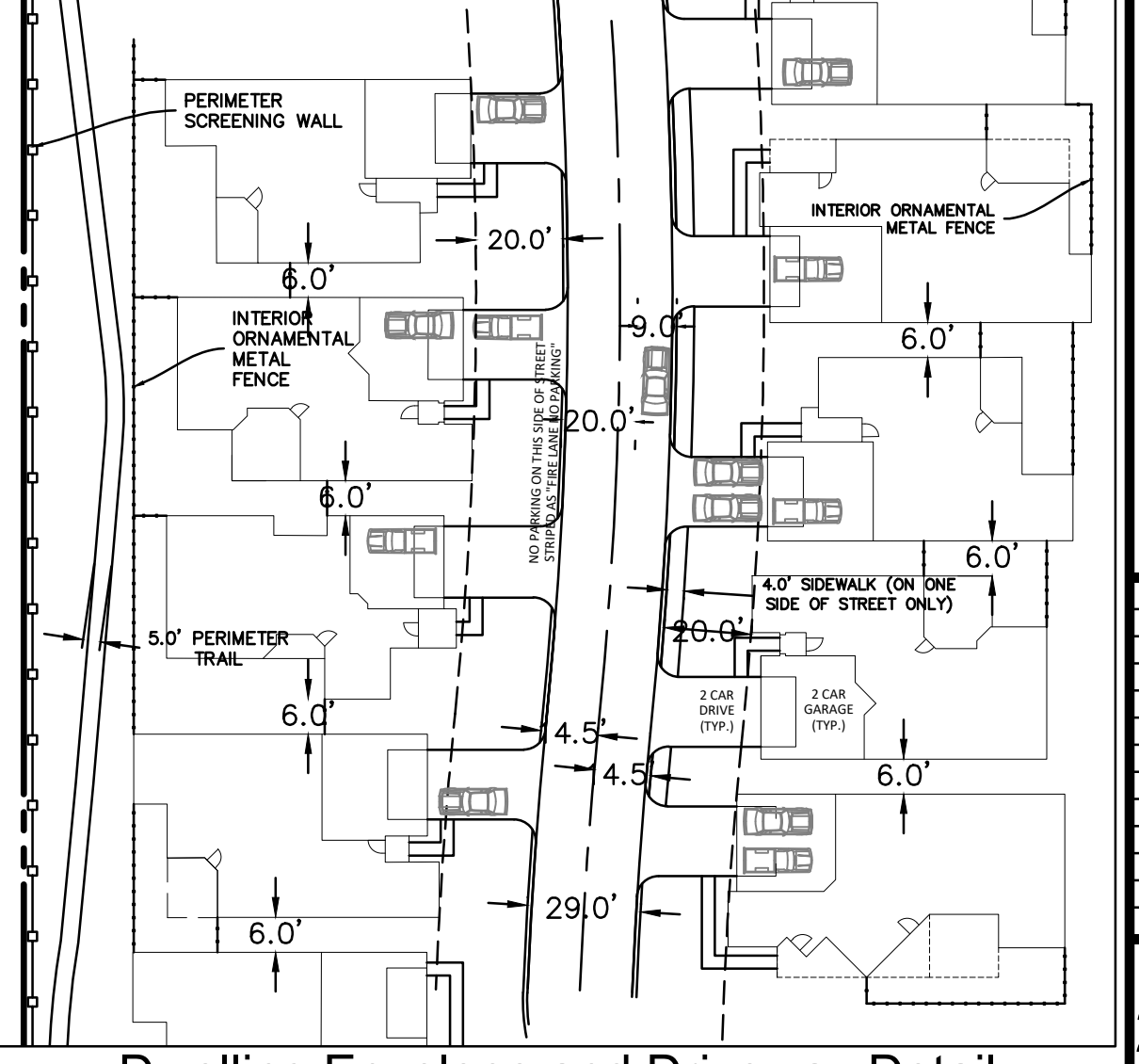
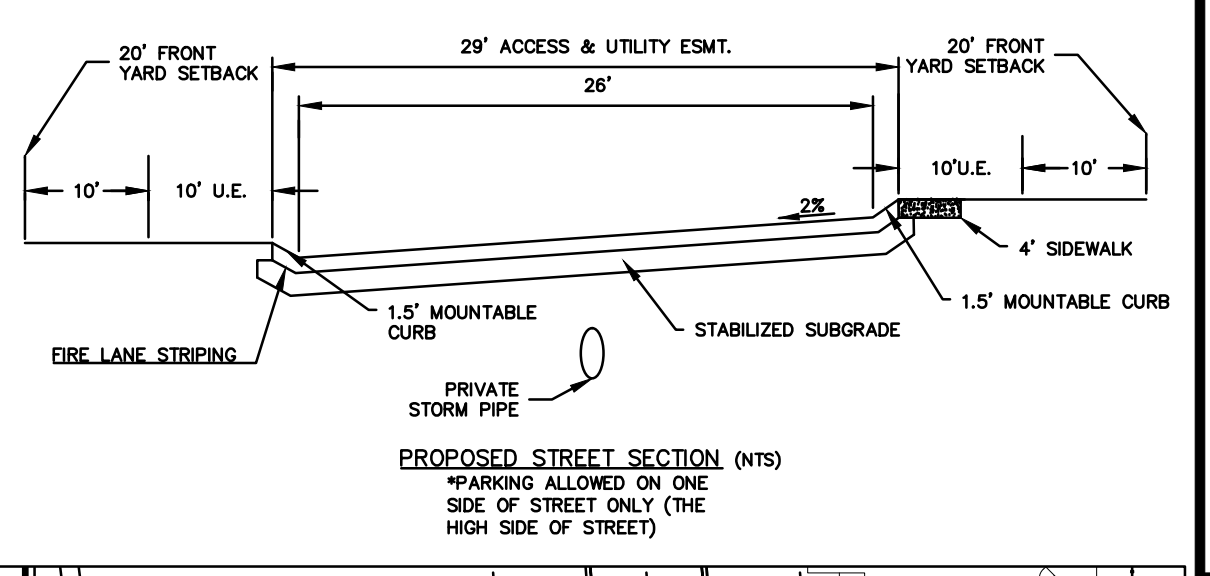
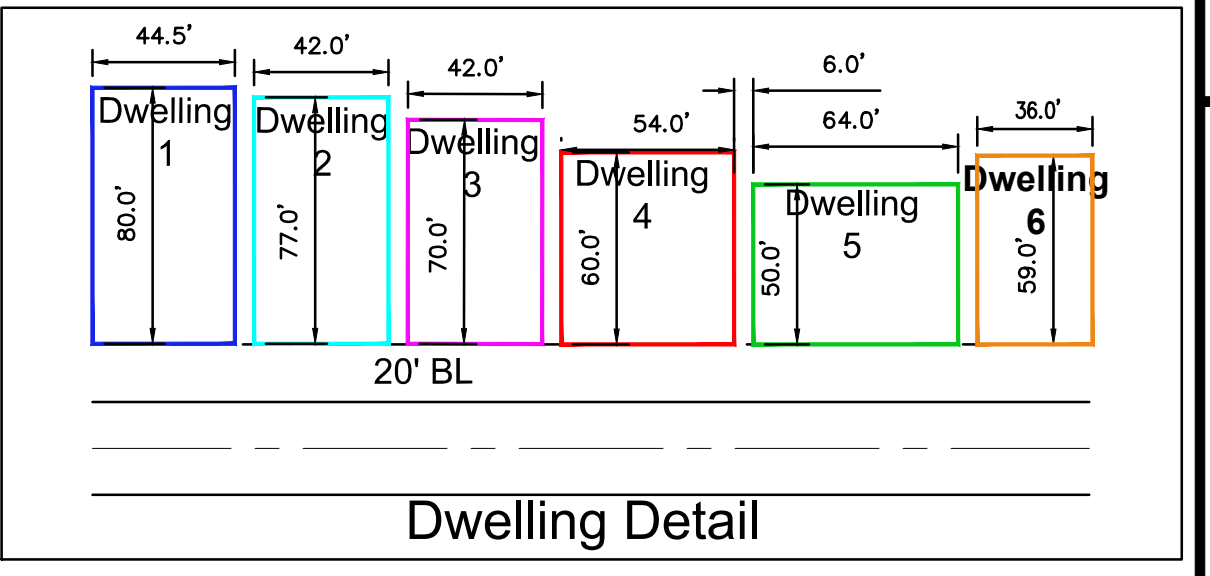
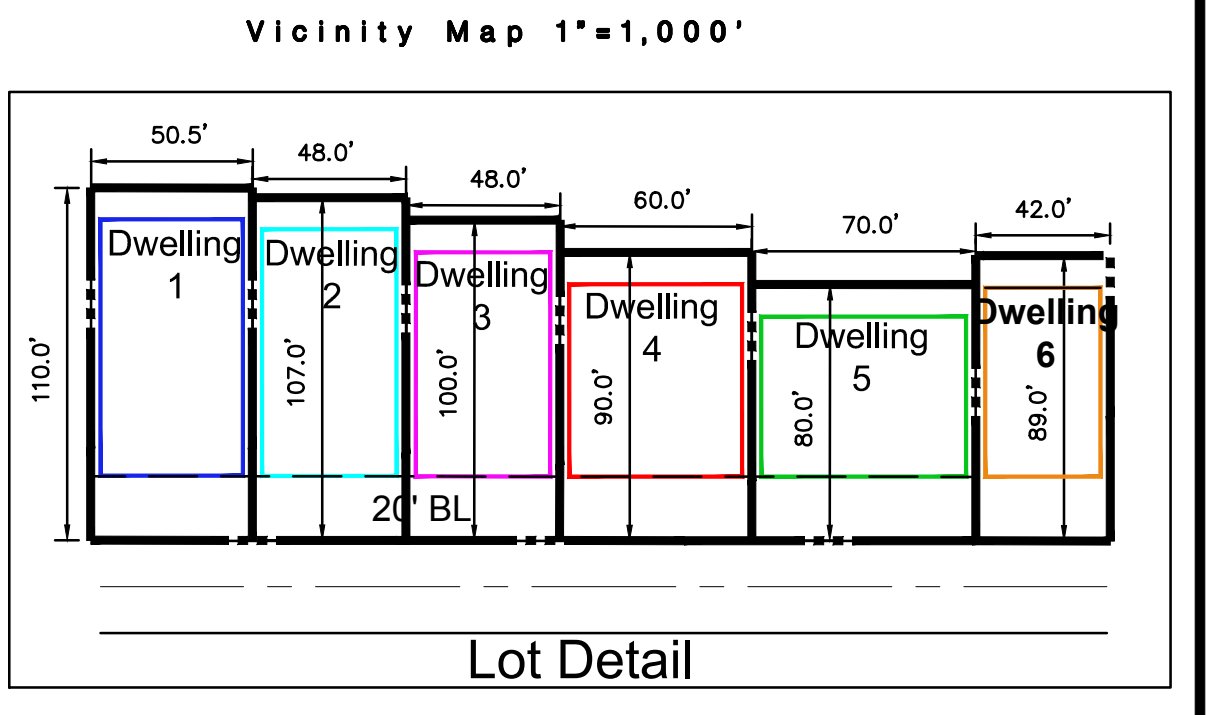
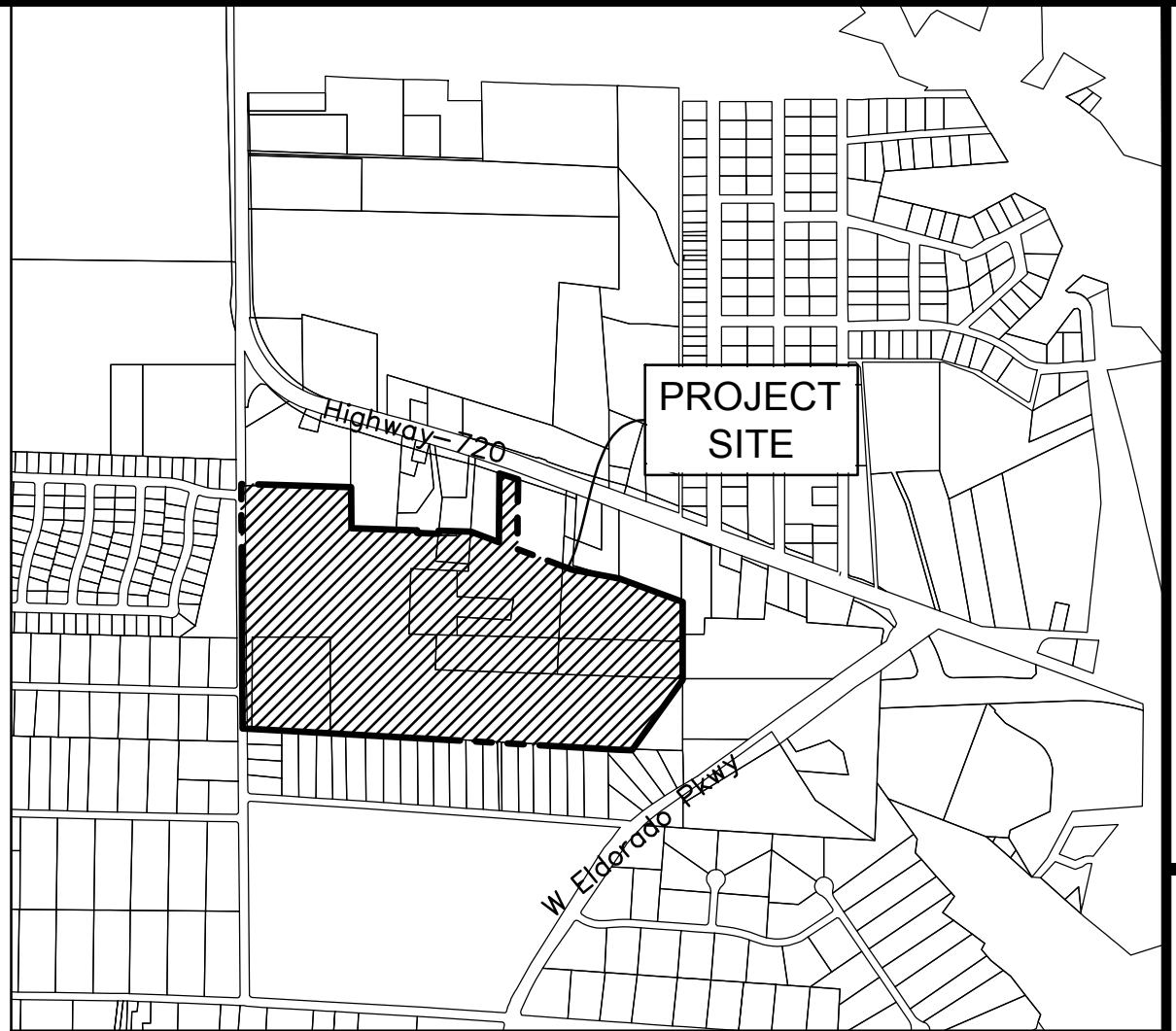


Notes

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



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%

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

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

The John R. McAdams Company, Inc.
 111 Hillside Drive
 Lewisville, Texas 75057
 972.436.9712
 201 Country View Drive
 Rockwall, TX 75087
 940.240.1012
 TBPE: 19762 TBPLS: 10194440
 www.mcadams.com

MCADAMS

LADERA LITTLE ELM

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



SCALE: 1" = 80'
0 80 160 240 Feet

MASONRY WALL WITH ORNAMENTAL METAL FENCE SECTIONS ALONG HILL LANE

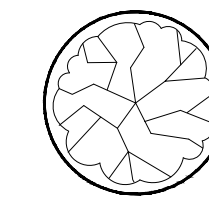
SIMTEK WALL ADJACENT TO COMMERCIAL

ENTRANCE FOUNTAIN MONUMENT

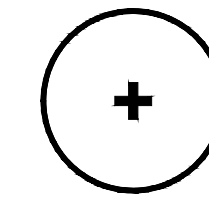
AMENITY HUB WITH PICKLEBALL COURTS, POOL, PUTTING GREEN, AND GATHERING SPACE

Highway-720

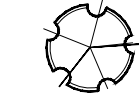
LEGEND



(BT) 3" CAL. BUILDER'S TREE



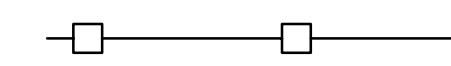
(LT) 3" CAL. LANDSCAPE TREE



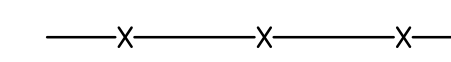
(OT) ORNAMENTAL TREE



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

Hill Lane (60' ROW)

SIMTEK WALL ADJACENT TO COMMERCIAL

SIMTEK WALL ADJACENT TO COMMERCIAL

Detention Basin 1.01AC.

Detention Basin 1.71AC.

0.60AC

ONLY ORNAMENTAL METAL FENCE SECTION WITH MASONRY COLUMNS ALONG HILL LANE

ORNAMENTAL METAL FENCE ALONG SOUTHERN PROPERTY

RAISED GATHERING AREA

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW ONLY AND IS NOT INTENDED FOR BIDDING OR PERMIT APPLICATIONS.
RON STEWART LANDSCAPE ARCHITECT
STATE OF TEXAS
DATED 8/27/2021

The John R. McAdams Company, Inc.
(DBA: G&A McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.338.9712
201 Country View Drive
Round Rock, Texas 76682
TSP# 18762 TBS# 1-1019440
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

EXHIBIT G CONCEPT LANDSCAPE PLAN

Drawn By: VC
Date: 04/23/2021
Scale: 1" = 80'
Revisions:
06/25/2021
07/30/2021
08/13/2021
08/27/2021

2020310474

EX G



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

File: M:\Projects\ladera\2020\202010474\04-Production\Printing and QA\ladera_202010474.rvt
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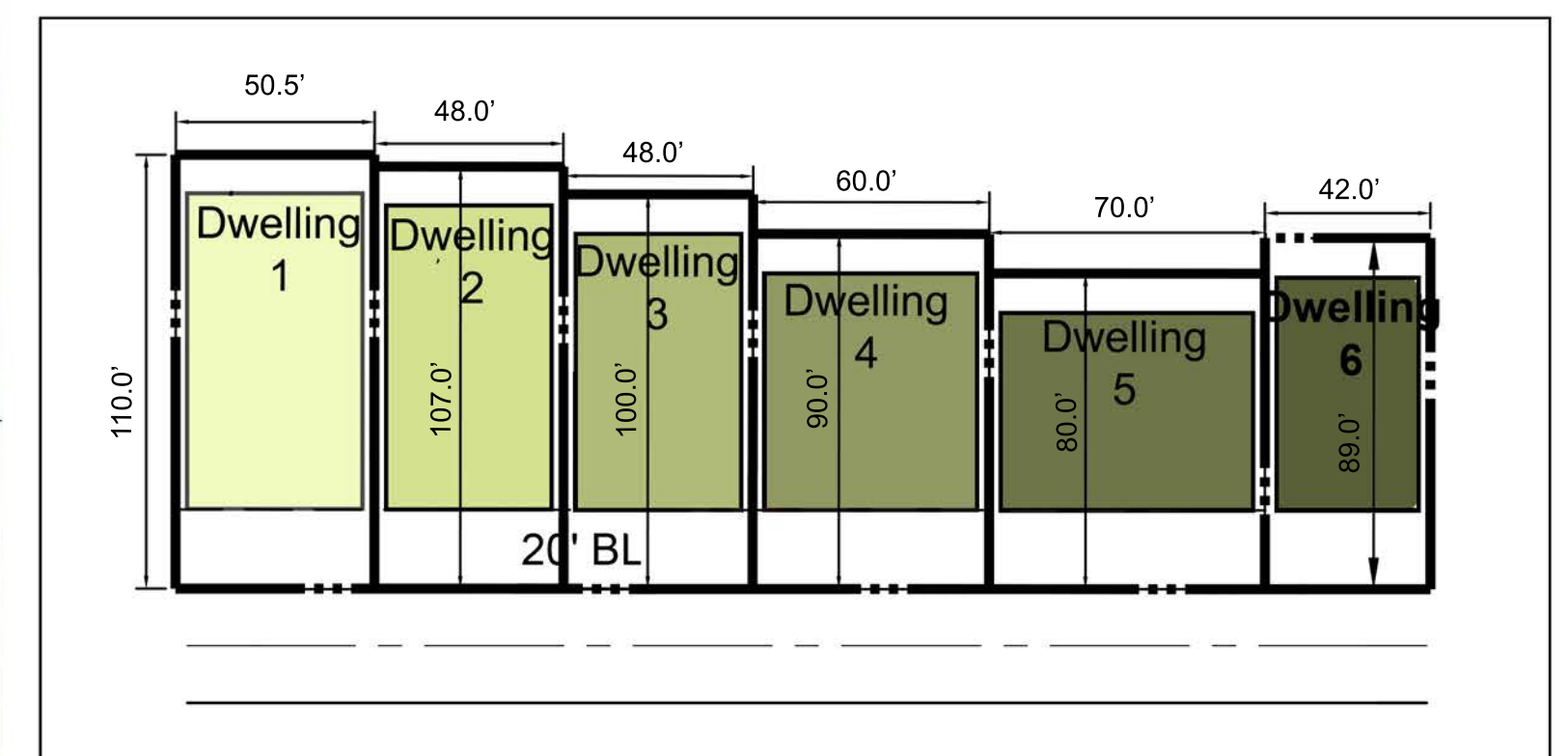
Development Plan
Ladera Little Elm
58.50 Acres

Town of Little Elm
Denton County, Texas

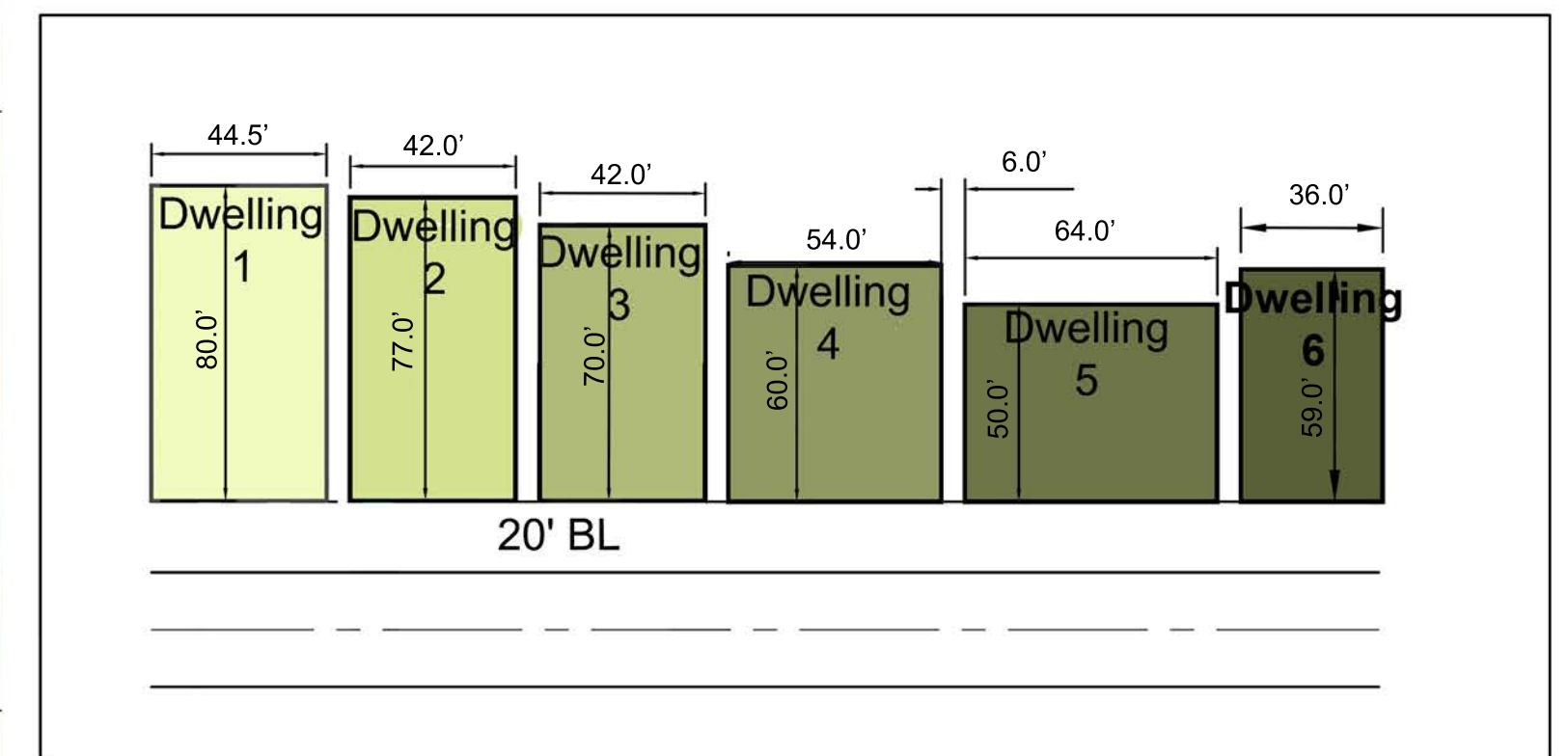
Residential Summary				
Dwelling Type	Dwelling Dimensions	Max Height	Dwellings	% of Dwelling
1	44.5'X80'	2 Stories/35'	45	17%
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Total			263	100%

* 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



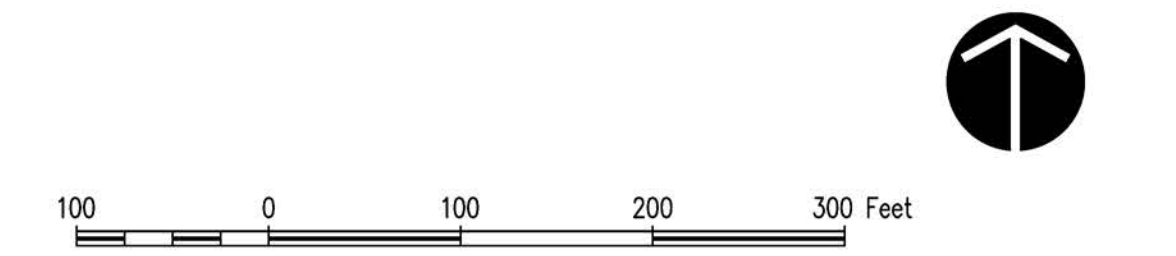
Lot Detail



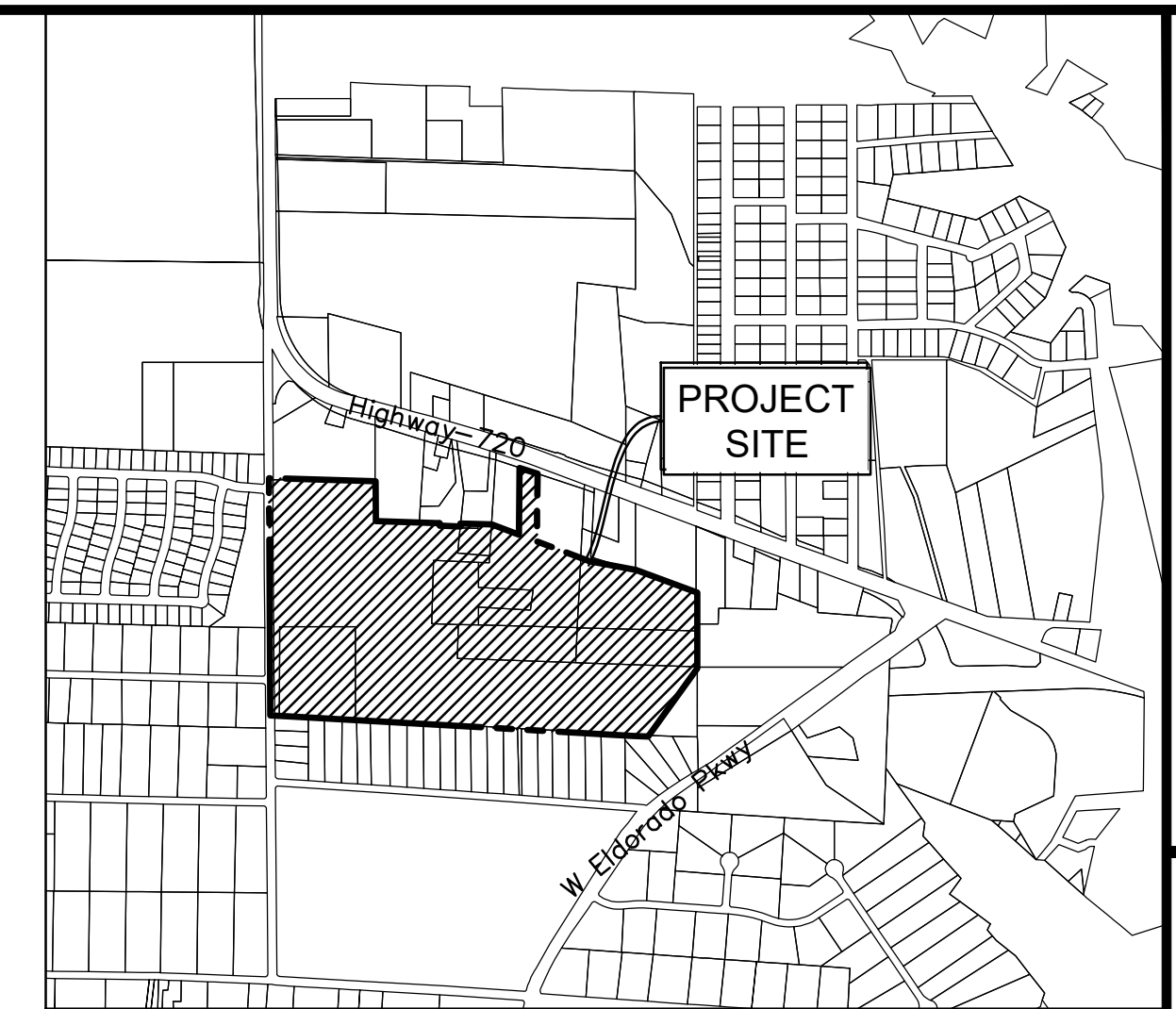
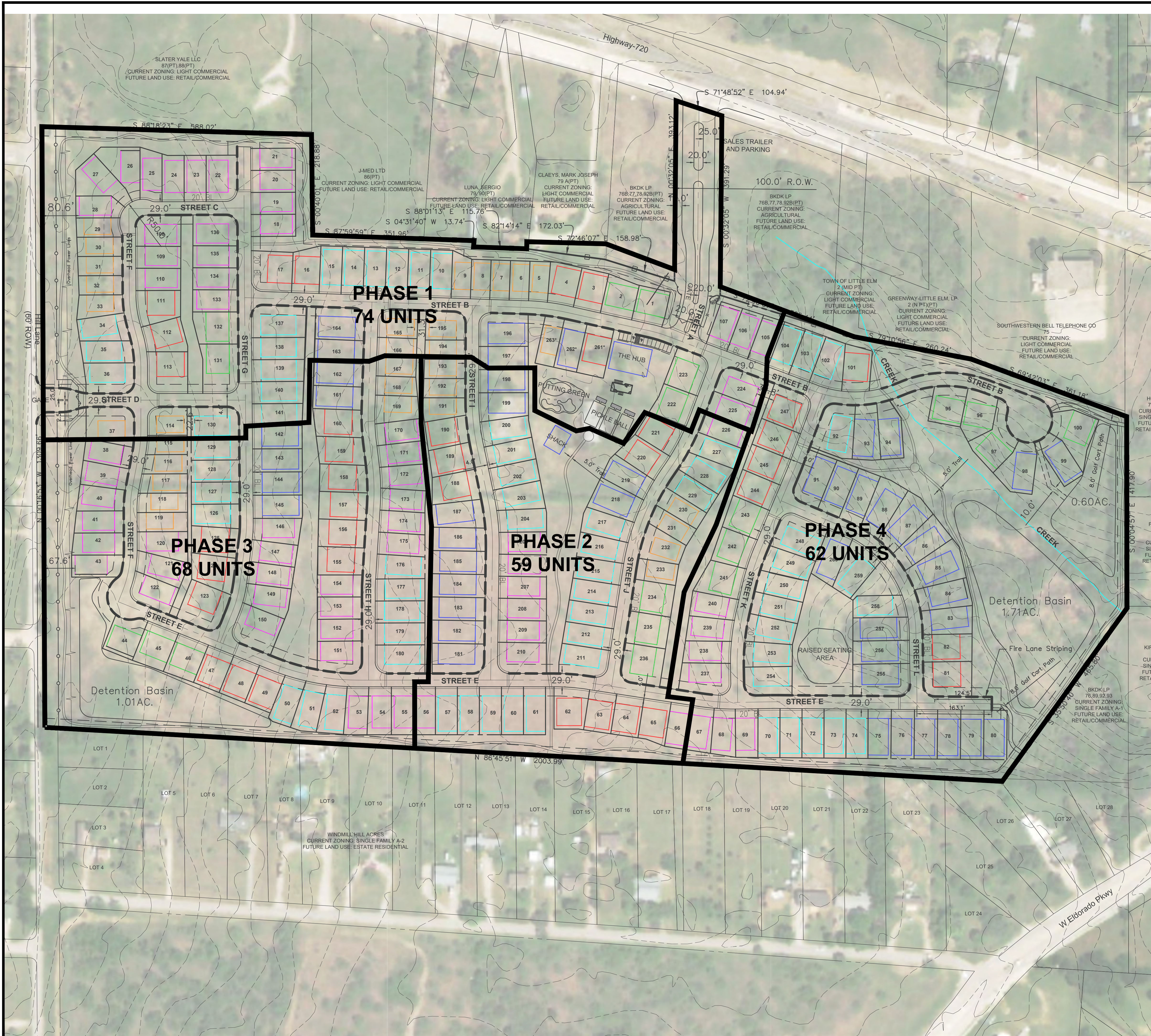
Dwelling Detail



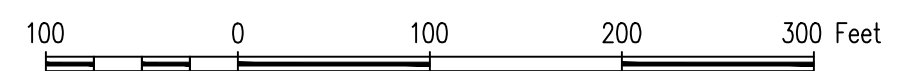
The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
201 Country View Drive
Roanoke, Texas 76262
940.240.1012
TBPE: 19762 TBPLS: 10194440
www.gacon.com
www.mcadamsco.com



Job No. 2020310474 Date: April 14, 2021 By: PF
M:\Projects\Integrity\2020\2020310474\04-Production\Planning and LA\Exhibits\Planning\2020310474 ZONING BASE.dwg
This concept plan is intended for conceptual developmental use and shall not be interpreted as an official or submitted document. All aerial and map images were obtained from best available information. This plan is subject to change.



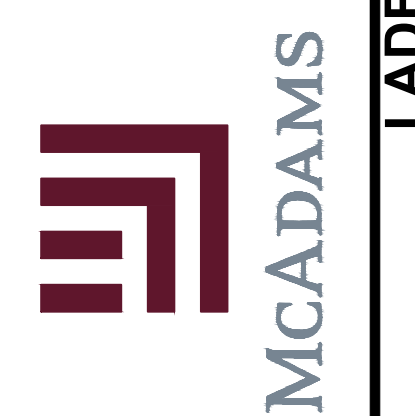
Vicinity Map 1"=1,000'



SCALE: 1"=100'

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

The John R. McAdams Company, Inc.
 111 Hillside Drive
 Lewisville, Texas 75057
 972.435.9712
 201 Country View Drive
 Rockwall, TX 75087
 940.240.1012
 TBP#: 19762 TBP#: 10194440
 www.mcadams.com



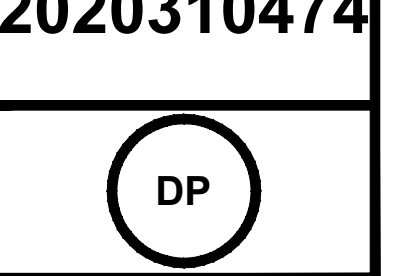
LADERA LITTLE ELM
 Lot 76.89, 92, 93, 76 (B), 91, 92 (A), 93(A)
 58.50 Acres
 in the
 D.M. CULE SURVEY, ABSTRACT NO. A0226
 DENTON COUNTY, TEXAS

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. TBP#: 19762 JUSTIN L. LANSDOWNE, P.E. #121990 DATE 6/26/2021

Drawn By:	PF
Date:	4/13/2021
Scale:	1"=100'
Revisions:	6/25/2021

2020310474



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

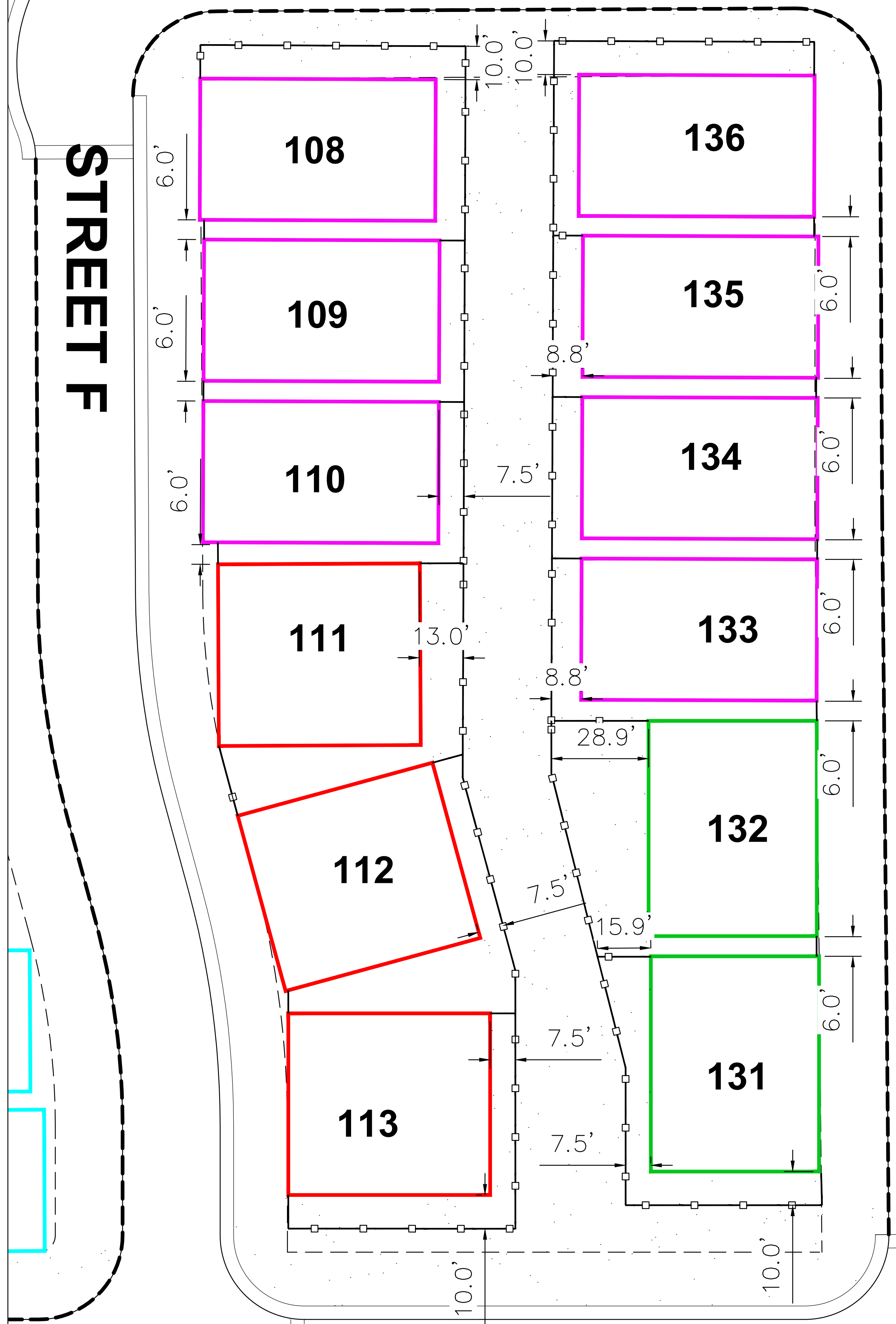
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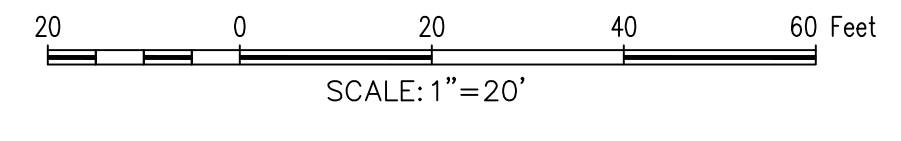
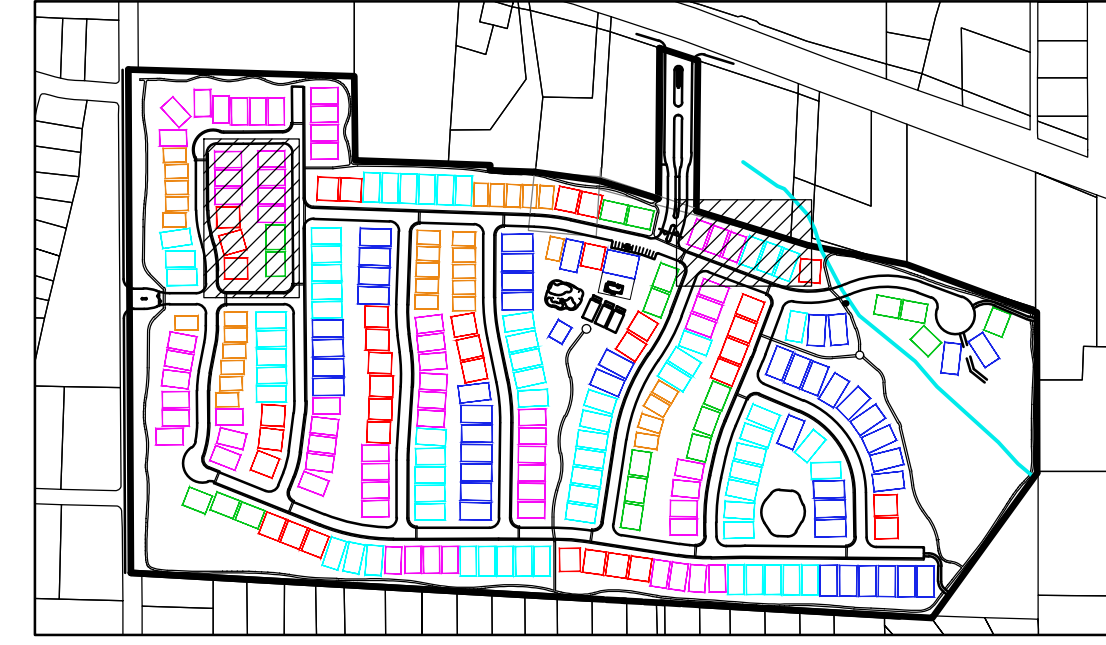
STREET C

STREET F

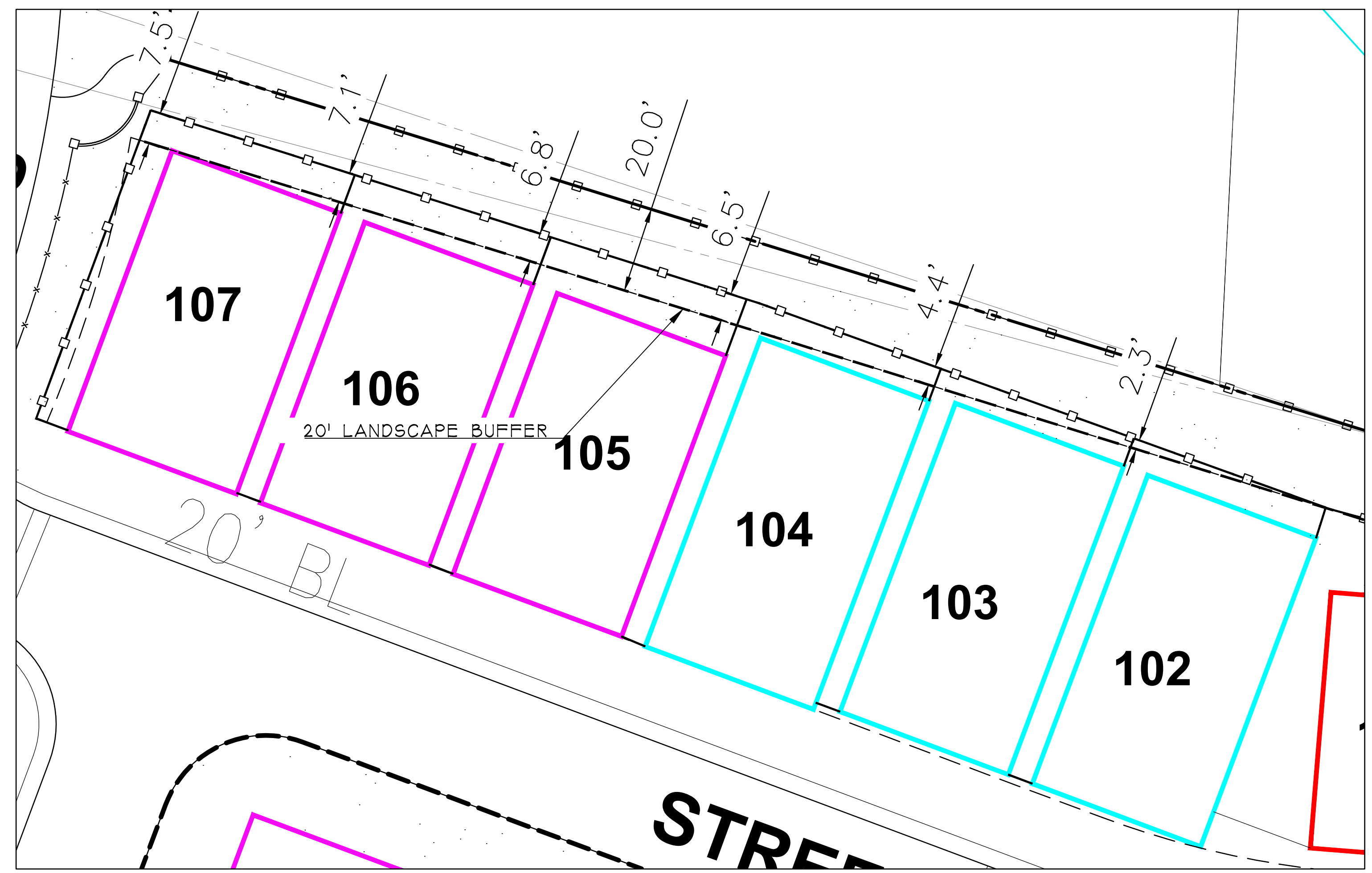
STREET G



CONTEXT MAP



NOTE: FINAL FENCING LAYOUT AND MATERIAL SHALL BE DETERMINED AT TIME OF PERMIT APPLICATION.



LEGEND

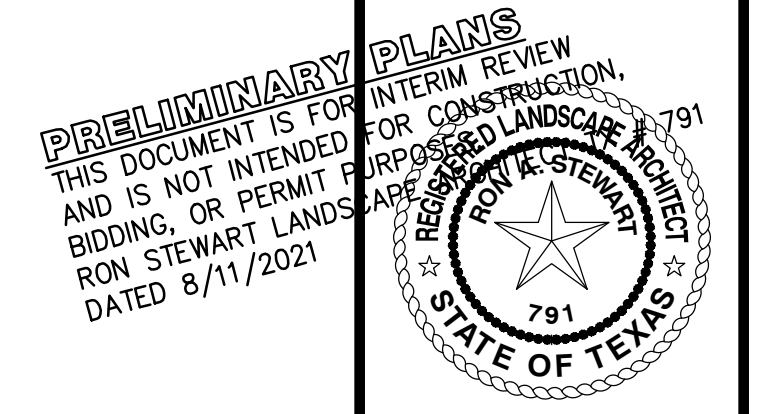
- BERMUDA SOD
- 6' FENCING - ORNAMENTAL METAL OR SIMTEK WALL

The John R. McAdams Company, Inc.
 (DBA: G&A McAdams)
 111 Hillside Drive
 Lewisville, Texas 75057
 972.438.9712
 201 Country View Drive
 Round Rock, Texas 76682
 TSP# 18762 TBS# 10194440
 www.mcadamsco.com

MCADAMS

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

EXHIBIT H CONCEPT FENCING PLAN RESIDENTIAL FENCING PLAN



Drawn By: VC
 Date: 04/23/2021
 Scale: 1" = 20'
 Revisions:
 06/25/2021
 08/11/2021

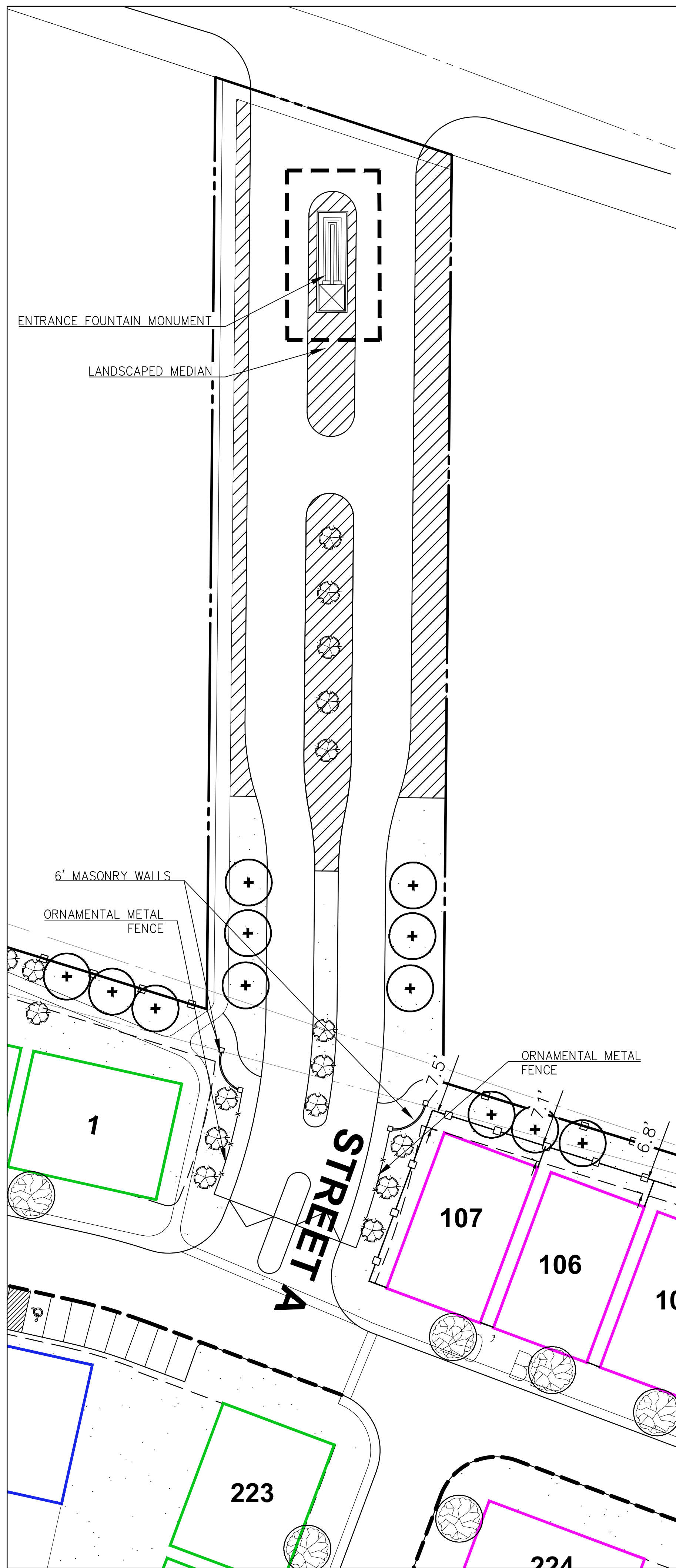


OWNER/DEVELOPER
 INTEGRITY GROUP
 361 W BYRON NELSON BLVD STE. 104
 ROANOKE, TX 76262
 Ph. 817-430-3318
 Contact: John Dellin

2020310474

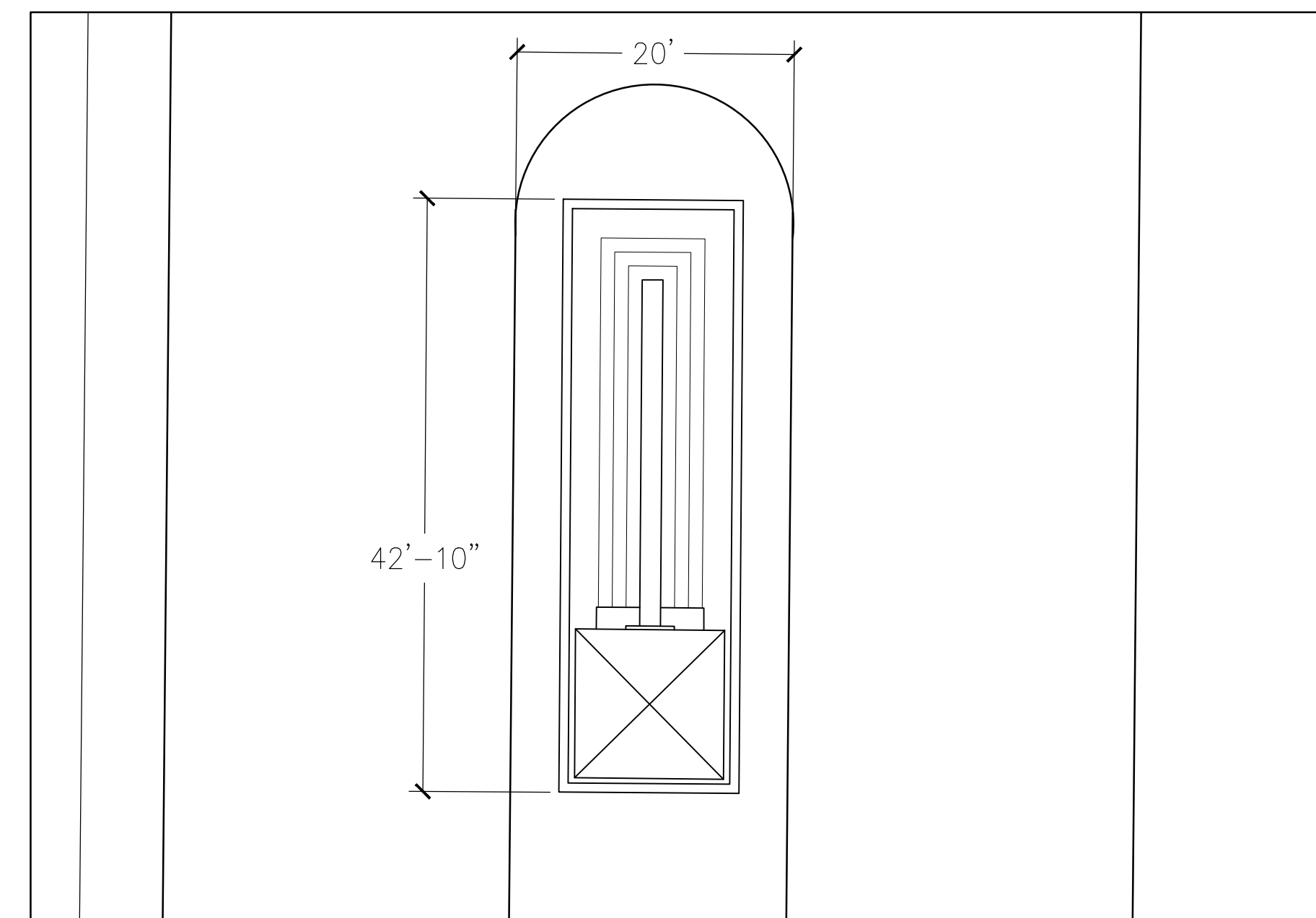
EX G

LADERA LITTLE ELM

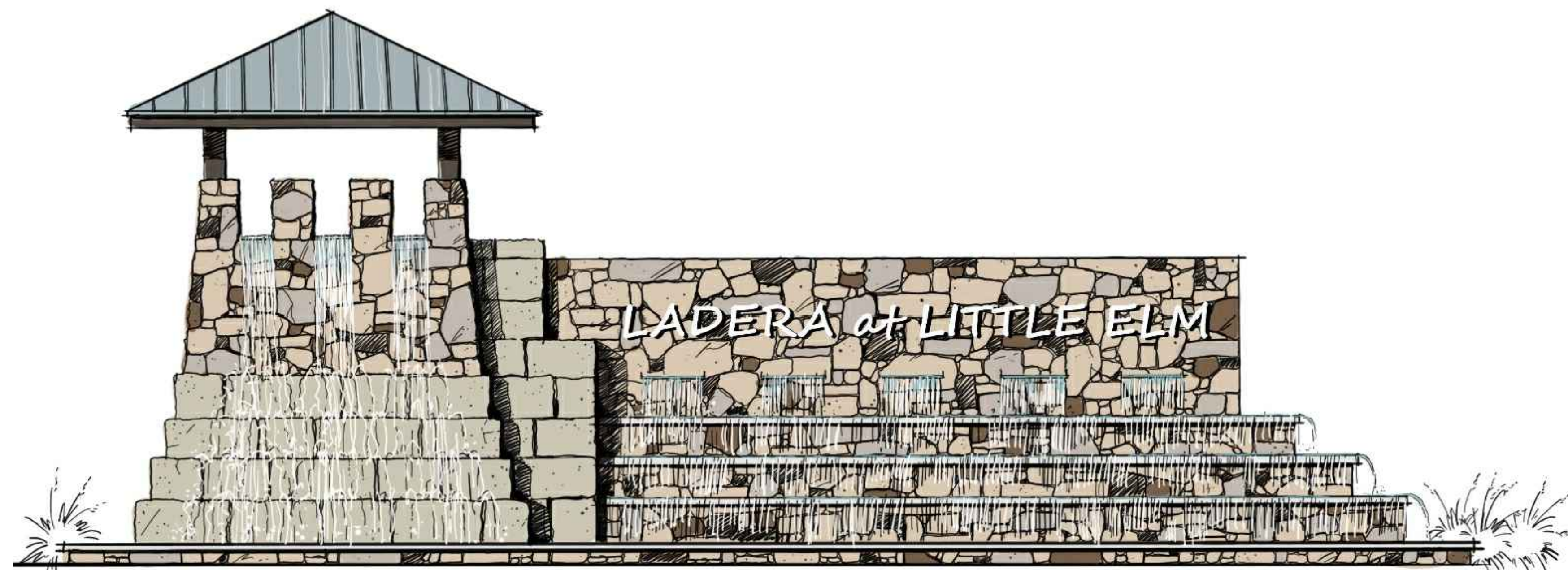


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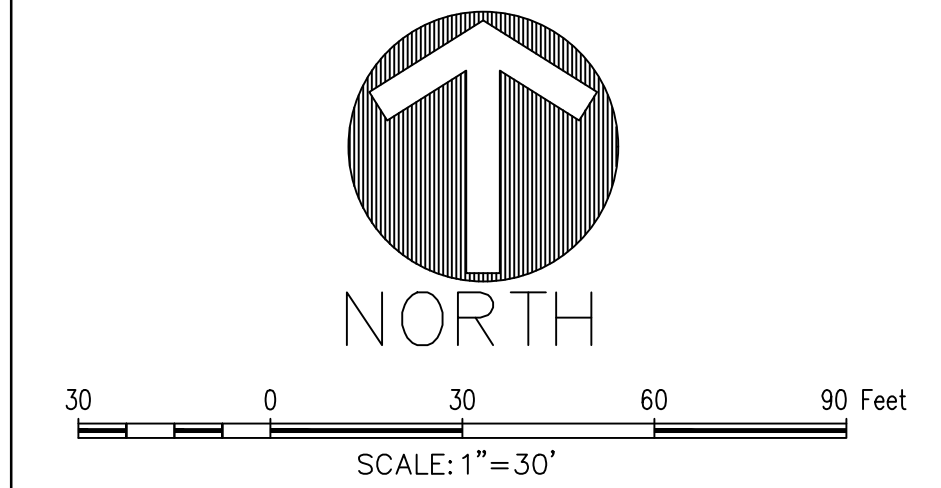
- (LT) 3" CAL. LANDSCAPE TREE
- (OT) ORNAMENTAL TREE
- ENHANCED LANDSCAPE
- BERMUDA SOD
- 8' SIMTEK WALL
- 6' ORNAMENTAL METAL FENCE



1. PLAN VIEW FOUNTAIN DETAIL
1"=10'



2. ENTRANCE FOUNTAIN CONCEPT ELEVATION
NTS



- 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.

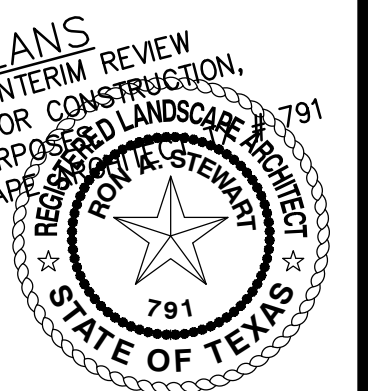
The John R. McAdams Company, Inc.
(DBA: G&A McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.438.9712
201 Country View Drive
Round Rock, Texas 76682
TBE# 18762 TBS# 1019440
www.gamco.com

MCADAMS

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. LANDSCAPE ARCHITECT
RON STEWART LANDSCAPE ARCHITECT
DATED 8/26/2021



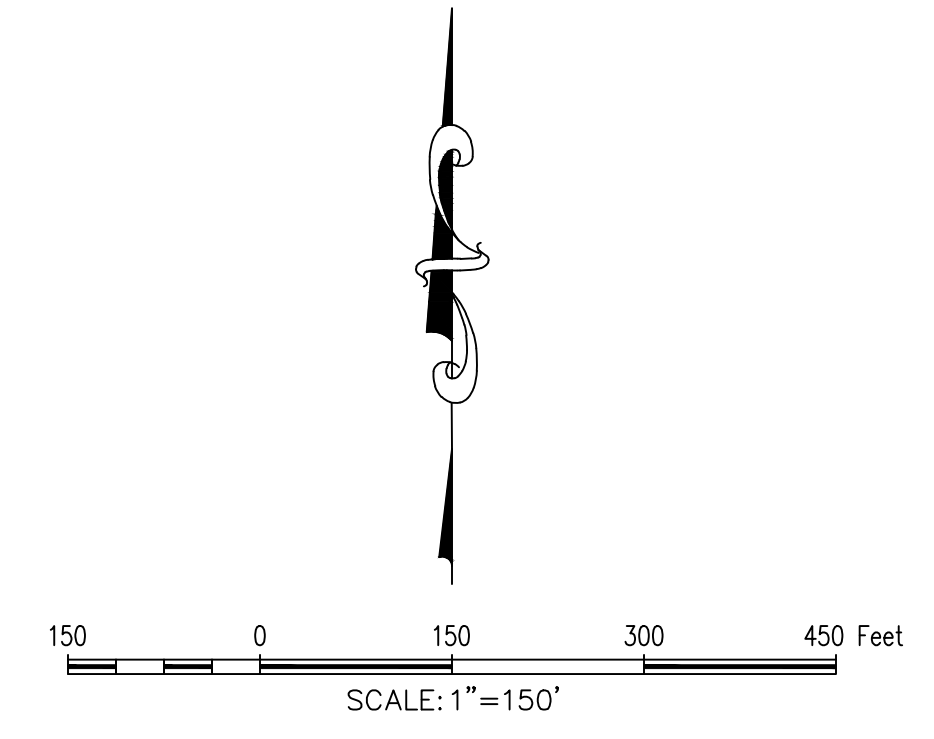
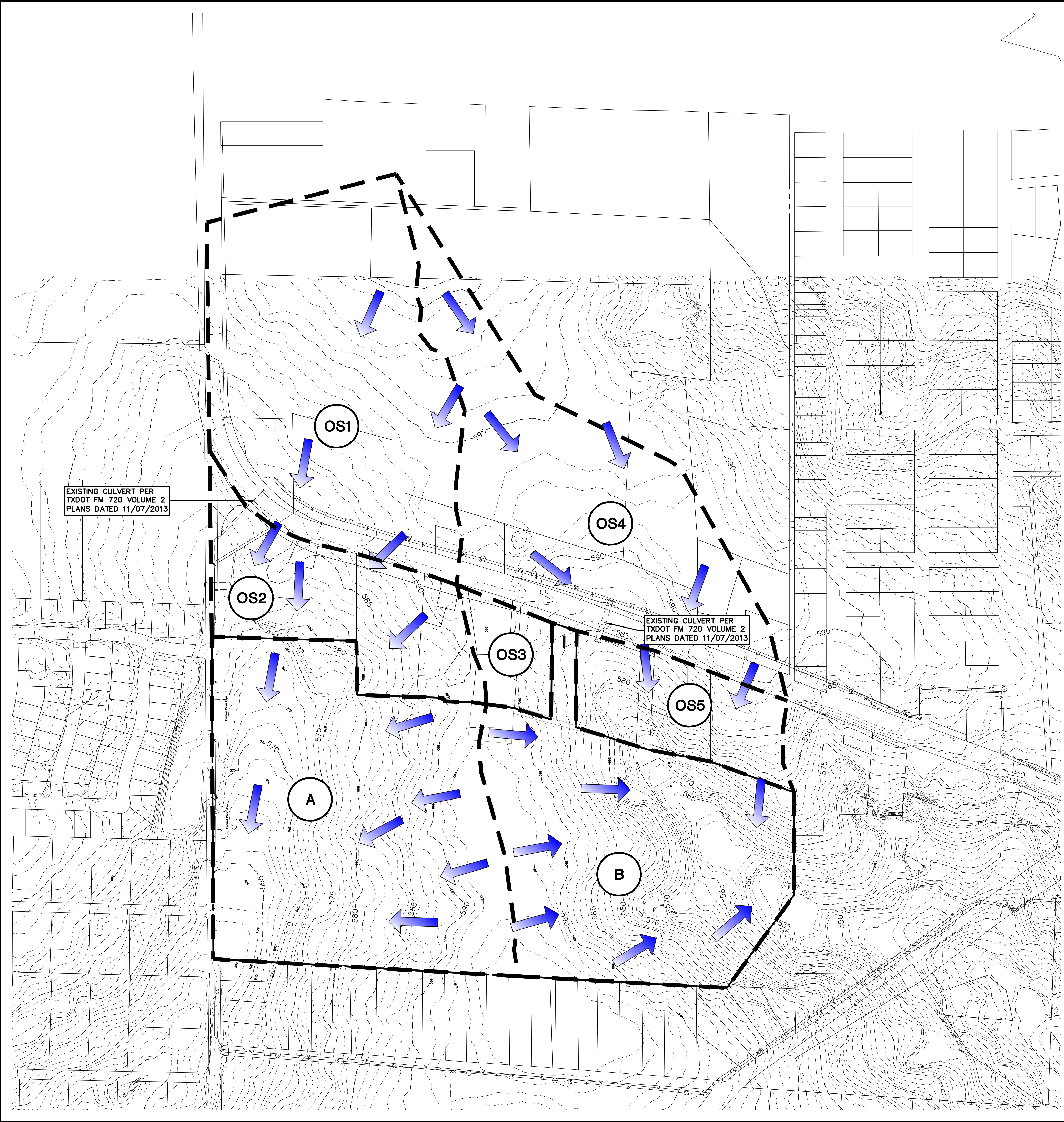
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Date: 07/30/2021
Scale: 1"=30'

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



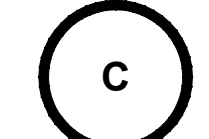
EXISTING DRAINAGE CALCULATIONS						
Drainage Area	Area (Ac)	C	Tc (min)	I (in/hr)	Q100 (cfs)	Comments
A	32.36	0.35	15	7.91	89.6	Sheet Flow to Hill Lane
B	26.15	0.35	15	7.91	72.4	Sheet Flow to Creek
OS1	30.01	0.35	15	7.91	83.1	Channelized flow to ditch on Hill Lane
OS2	12.01	0.35	15	7.91	33.3	Sheet Flow to DA A
OS3	3.05	0.35	15	7.91	8.5	Sheet Flow to DA B
OS4	25.69	0.35	15	7.91	71.1	Channelized flow to Creek
OS5	7.47	0.35	15	7.91	20.7	Sheet Flow to DA B
Total	136.74				378.6	


MCADAMS
 The John R. McAdams Company, Inc.
 111 Hillside Drive
 Lewisville, Texas 75057
 972.436.9712
 201 Country View Drive
 Rowlett, Texas 75088
 940.240.1012
 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
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 D.M. CULE SURVEY, ABSTRACT NO. A0226
 DENTON COUNTY, TEXAS

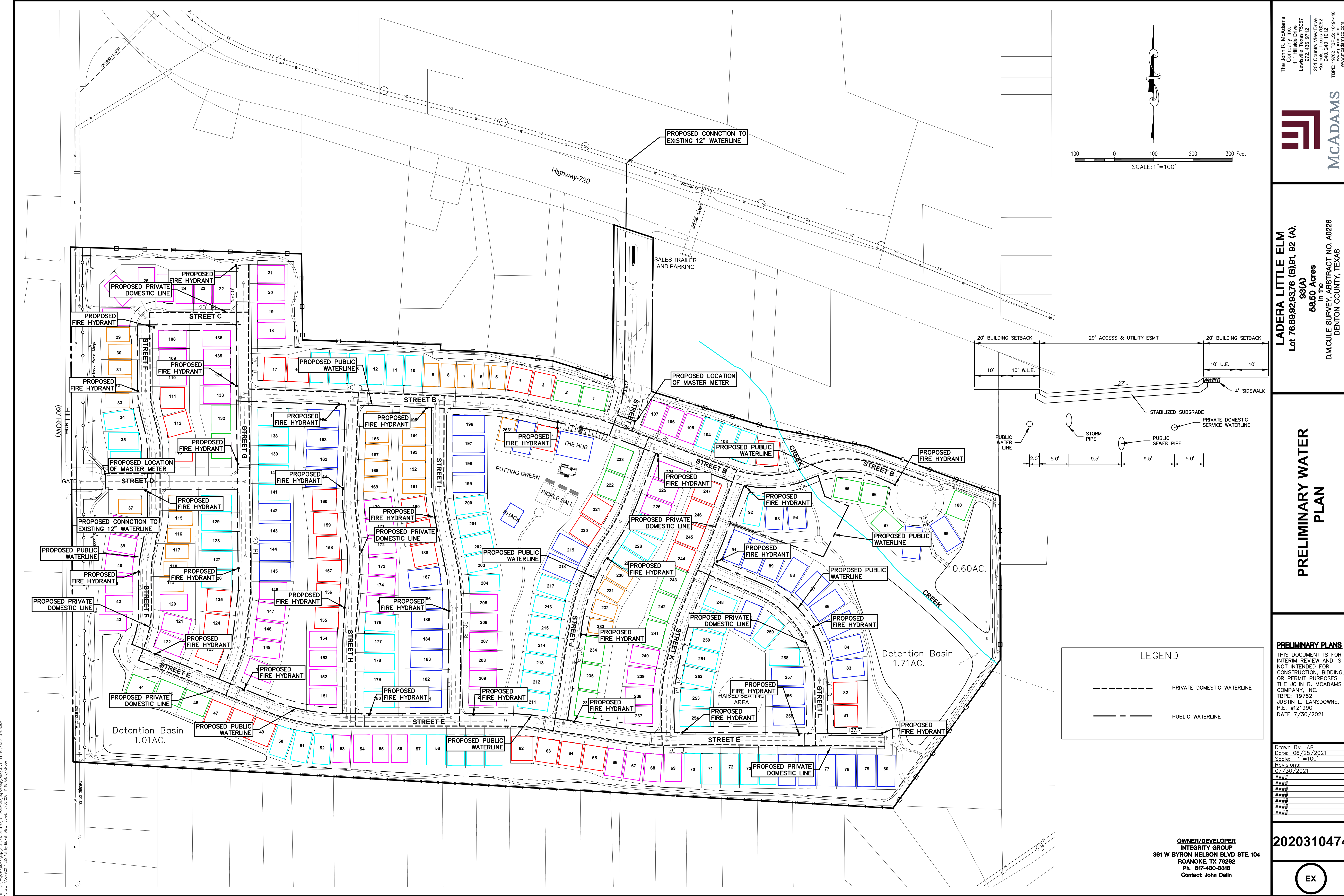
**EXISTING DRAINAGE
 AREA MAP**

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. LANSDOWNE, P.E. #121990 DATE 7/30/2021

Drawn By: AB
 Date: 06/24/2021
 Scale: 1"=150'
 Revisions:
 07/30/2021
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2020310474


OWNER/DEVELOPER
 INTEGRITY GROUP
 361 W BYRON NELSON BLVD STE 104
 ROANOKE, TX 75262
 Ph. 817-430-3318
 Contact: John Delin

File: W:\Projects\Integrity\2020\2020310474\04_Preliminary\Drawings\DM_SHEETS\2020310474.DWG
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The John R. McAdams Company, Inc.
 111 Hillside Drive
 Lewisville, Texas 75057
 972.435.9712
 201 Country View Drive
 Rockwall, TX 75087
 940.240.1012
 TBPE: 19762 TBPLS: 10194440
 www.mcadamsco.com

MCADAMS

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

PRELIMINARY WATER PLAN

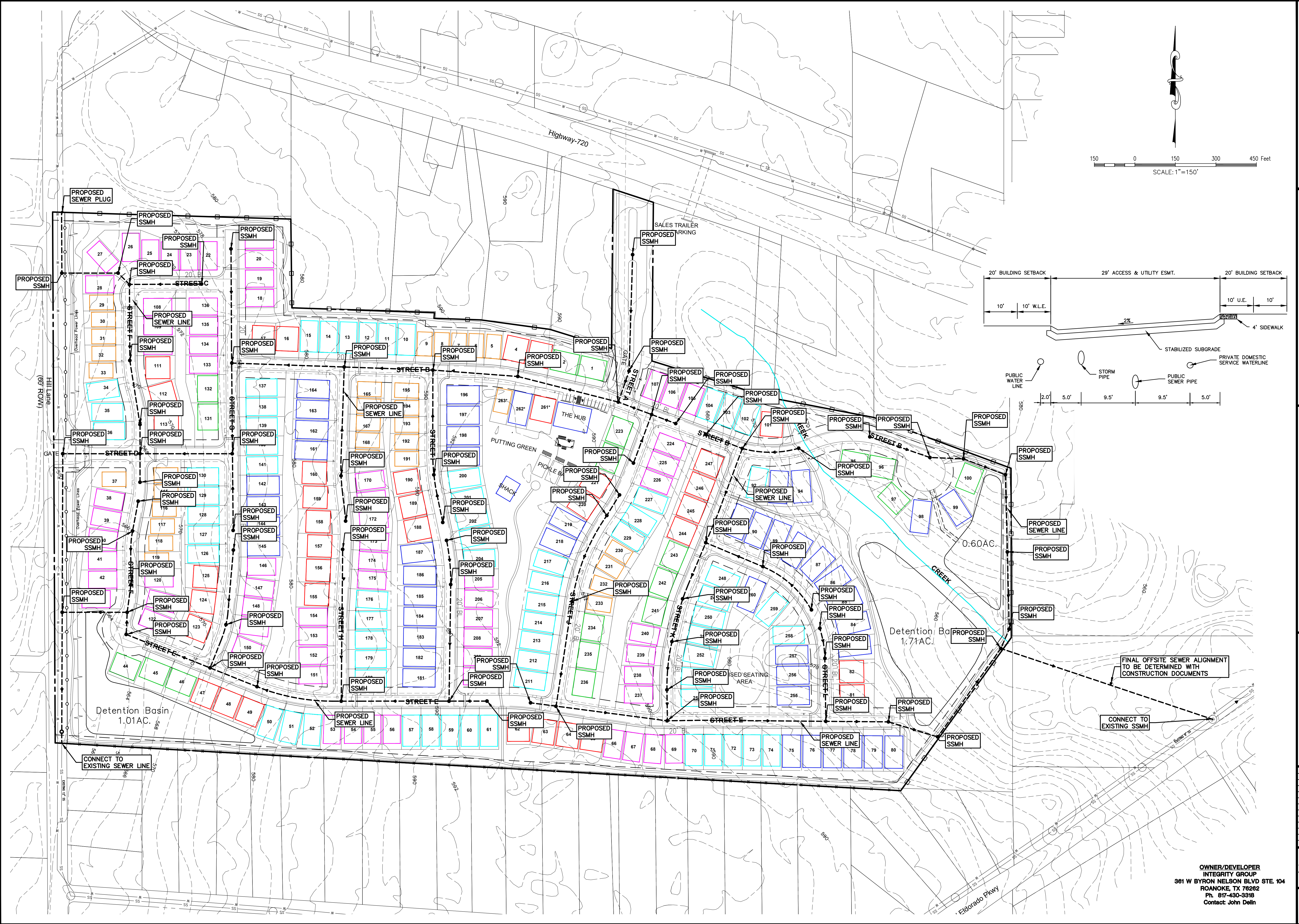
PRELIMINARY PLANS
 THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. THE JOHN R. MCADAMS COMPANY, INC. TBPE: 19762 JUSTIN L. LANDSDOWNE, P.E. #121990 DATE 7/30/2021


Drawn By: AB
 Date: 06/25/2021
 Scale: 1" = 100'
 Revisions:
 07/30/2021
 #####
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2020310474

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

EX





MCADAMS

The John R. McAdams Company, Inc.
 111 Hillside Drive
 Lewisville, Texas 75057
 972.435.9712
 201 Country View Drive
 Rockwall, TX 75087
 940.240.1012
 TBP#: 19762 TBP#: 10194440
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 58.50 Acres
 in the
 D.M. CULE SURVEY, ABSTRACT NO. A0226
 DENTON COUNTY, TEXAS

PRELIMINARY SEWER PLAN

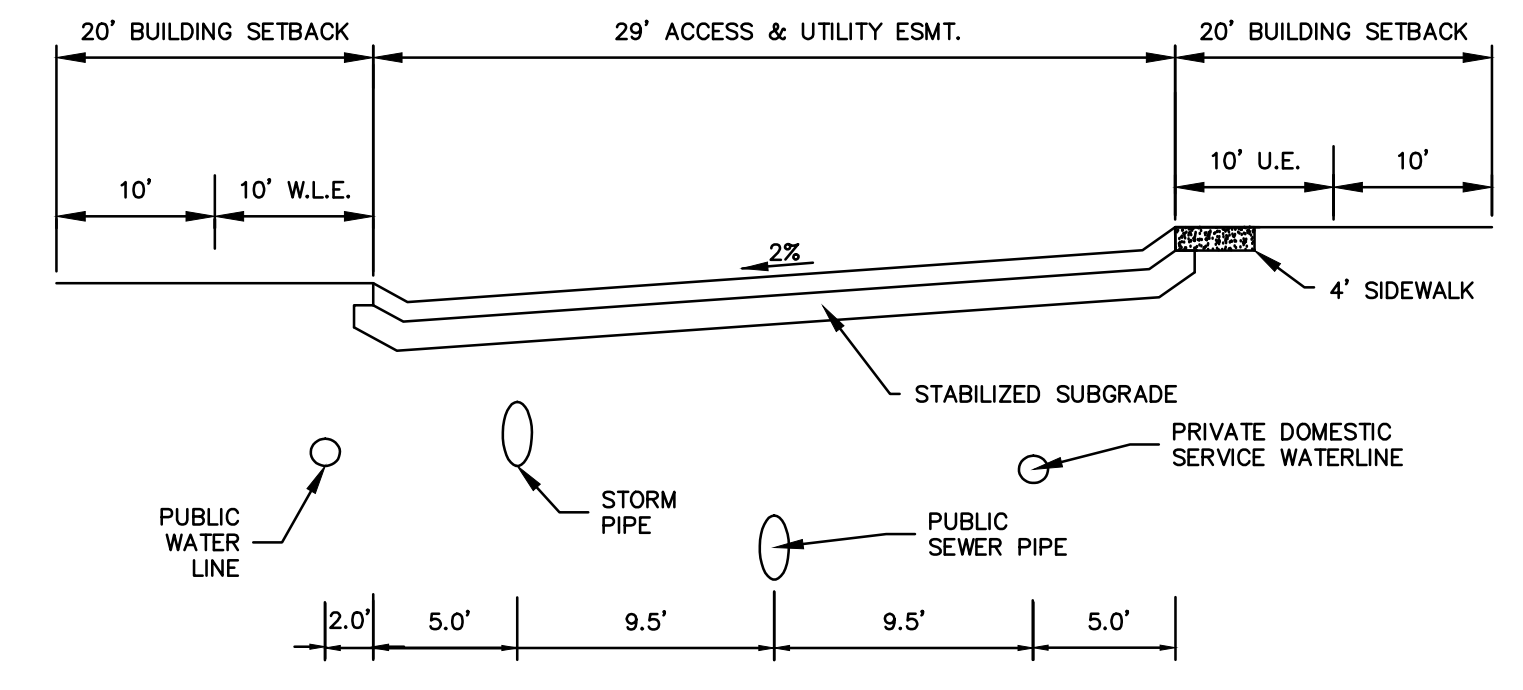
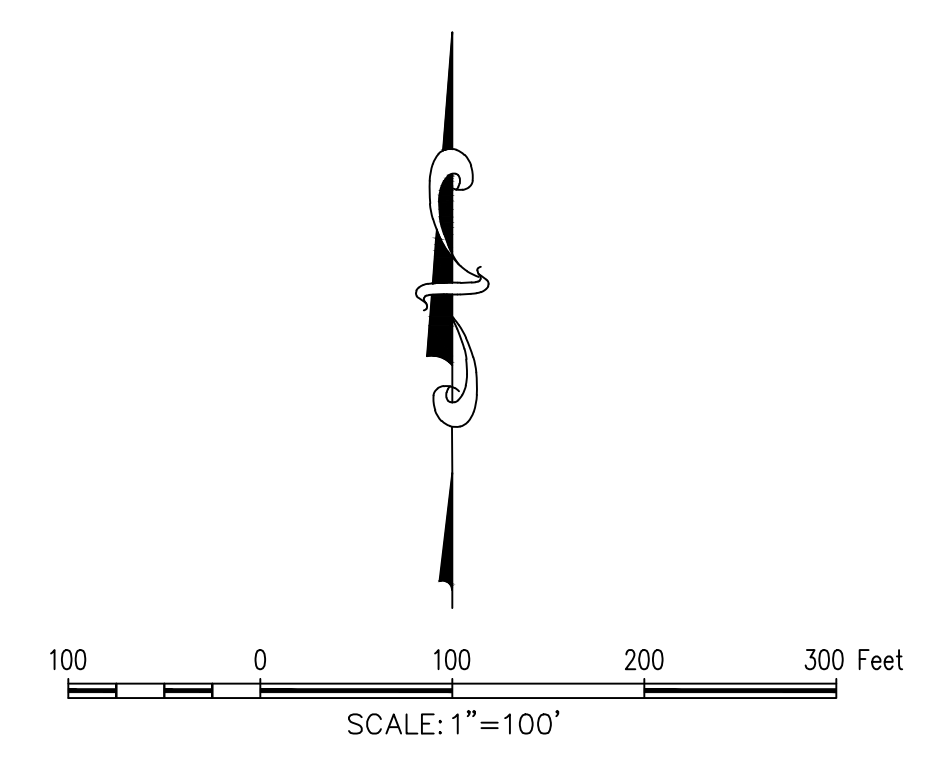
PRELIMINARY PLANS
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Drawn By: AB
Date: 06/29/2021
Scale: 1"=150'
Revisions:
07/30/2021
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2020310474

EX.

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




MCADAMS
 The John R. McAdams
 Company, Inc.
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 Lewisville, Texas 75057
 972.435.9712
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 Rockwall, TX 75087
 940.240.1012
 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

**PRELIMINARY STORM
 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. LANSLOWNE,
 P.E. #121990
 DATE 7/30/2021

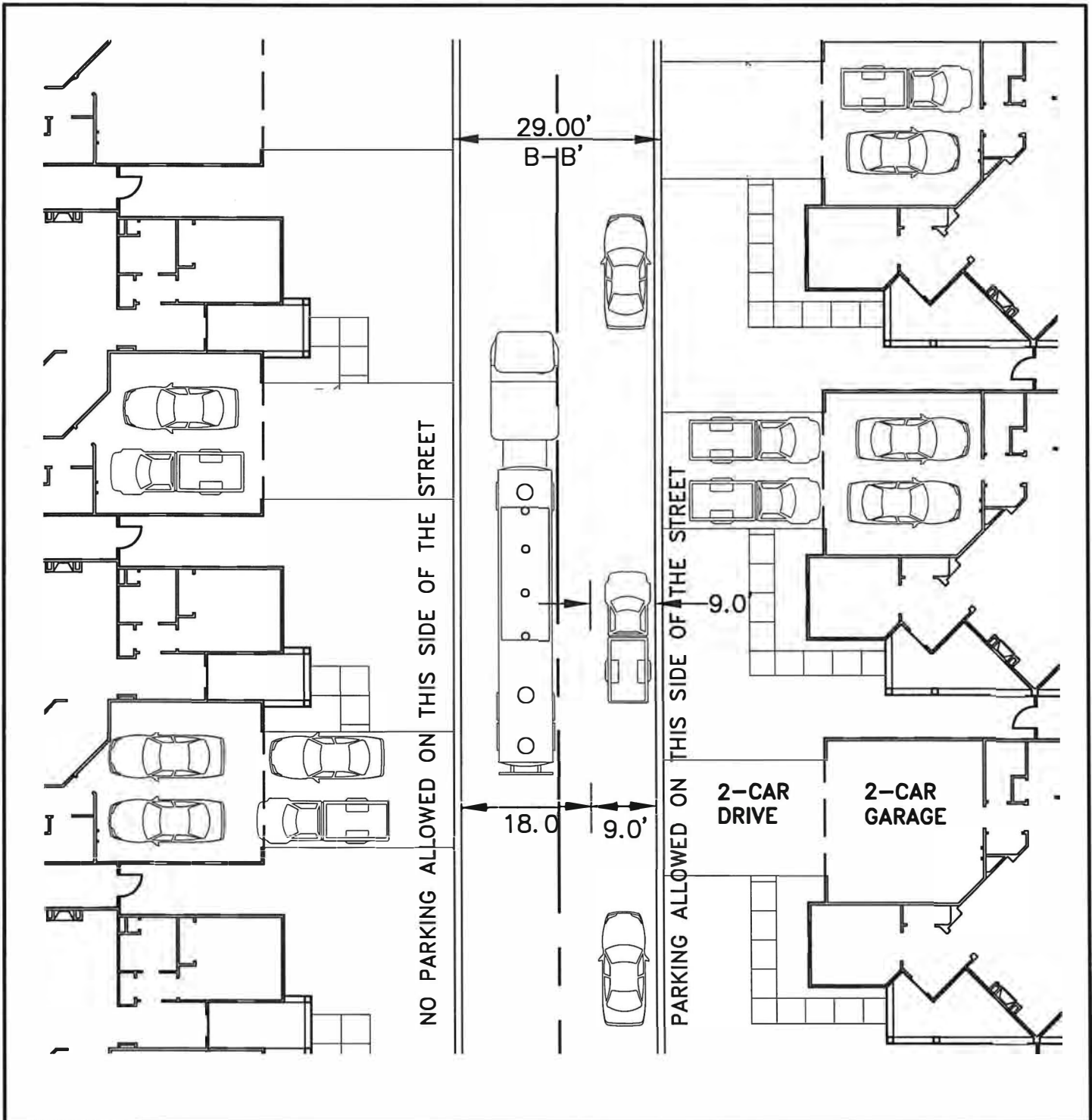
Drawn By: AB
Date: 06/25/2021
Scale: 1"=100'
Revisions:
07/30/2021
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2020310474

EX

OWNER/DEVELOPER
 INTEGRITY GROUP
 361 W BYRON NELSON BLVD STE 104
 ROANOK, TX 75282
 Ph. 817-430-3318
 Contact: John Delin

File: W:\Projects\10474\2020\2020310474\04_Preliminary\Engineering\Storm\04_Preliminary\2020310474.dwg
 Plotted: 7/30/2021 11:52 AM by JDelin, Sec: Storm 6/29/2021 11:18 AM by JDelin



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.	.

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**



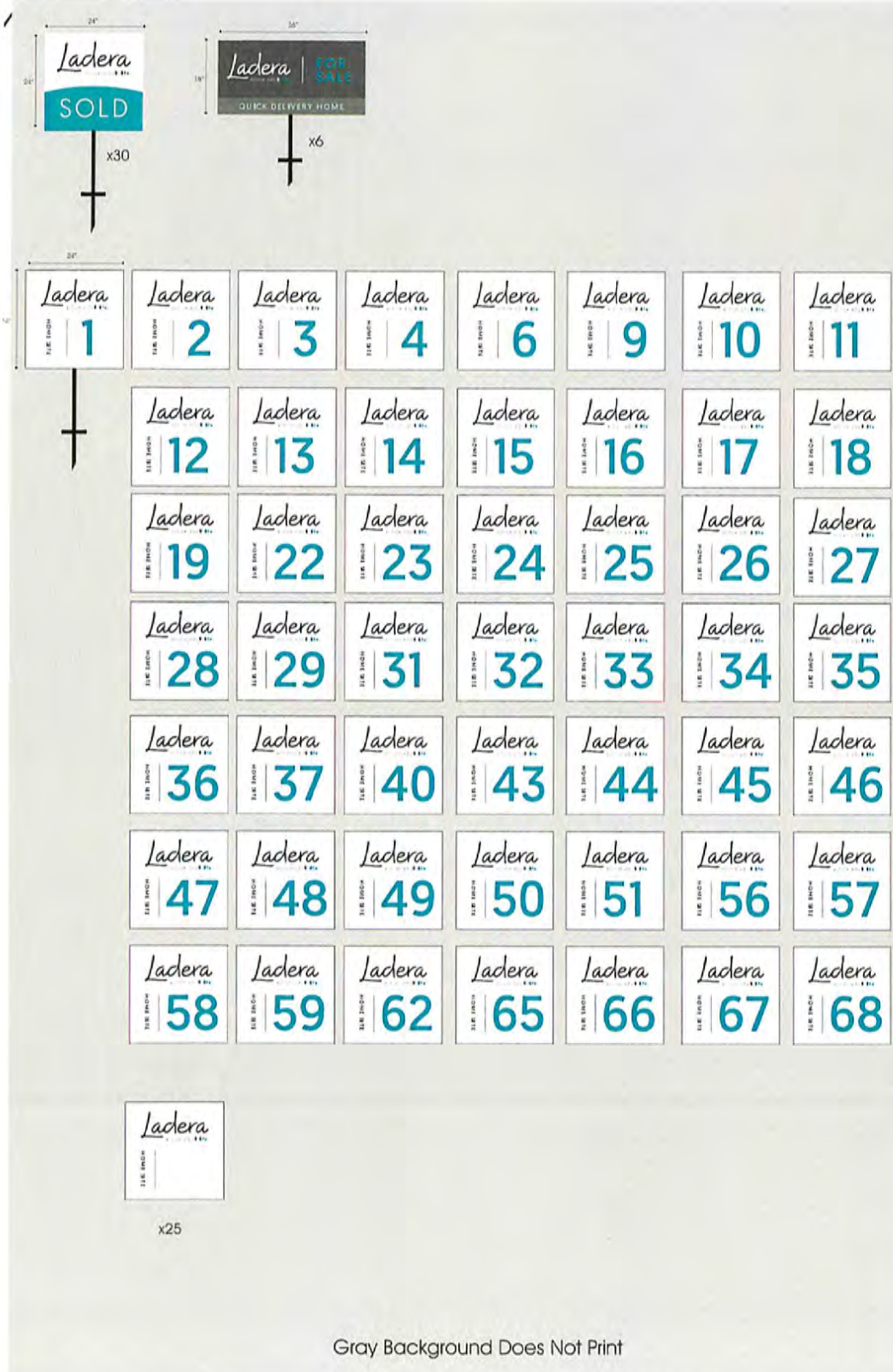












Job Notes:

[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

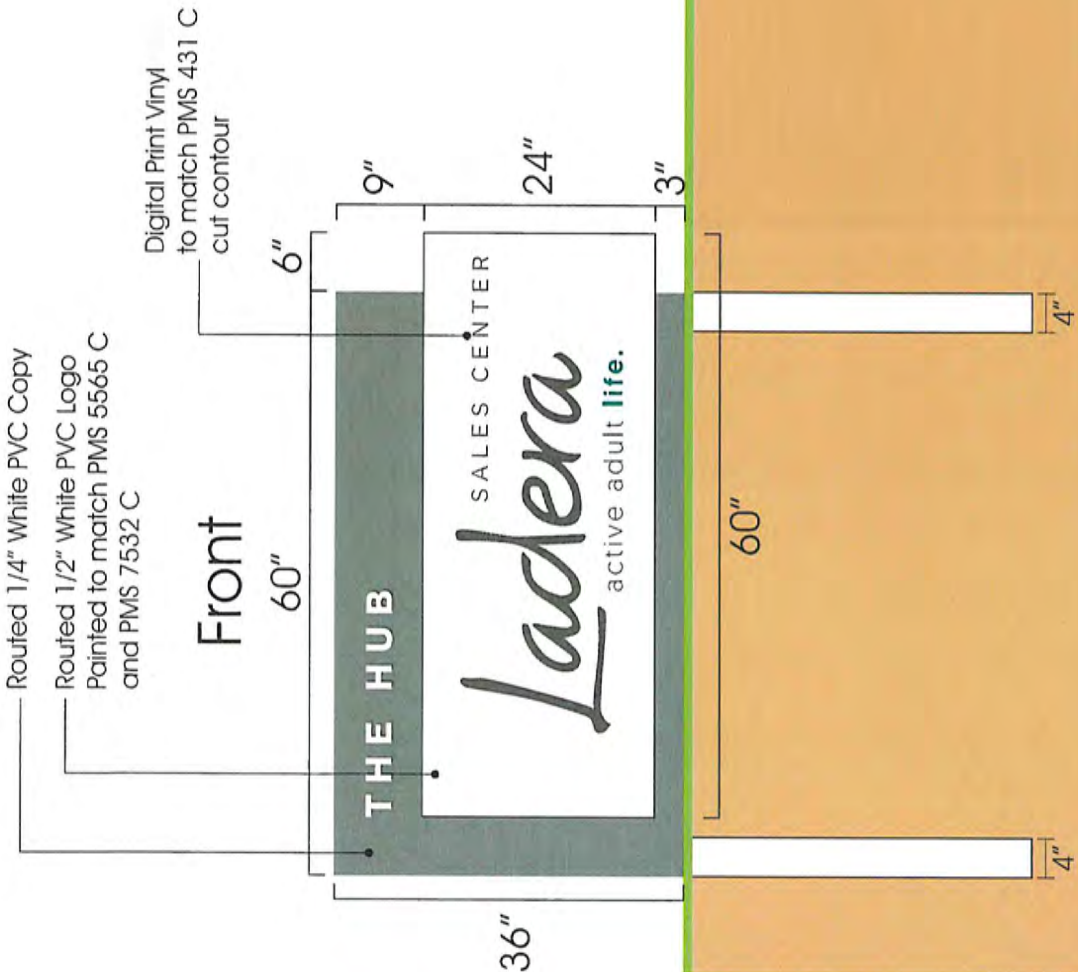
Specs on art

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 tonality, there may be some variation in color 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.



Side 1 Side 2

SCALE: 1/10

Work Order # 93755

Customer Name: Integrity Group - Ladera

Date Last Modified: 2/26/21

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.

First Graphic Services, Inc.
 229 Garvon St. Garland, TX 75040
 (972) 494-6199 (972) 494-9399
www.firstgraphicservices.com







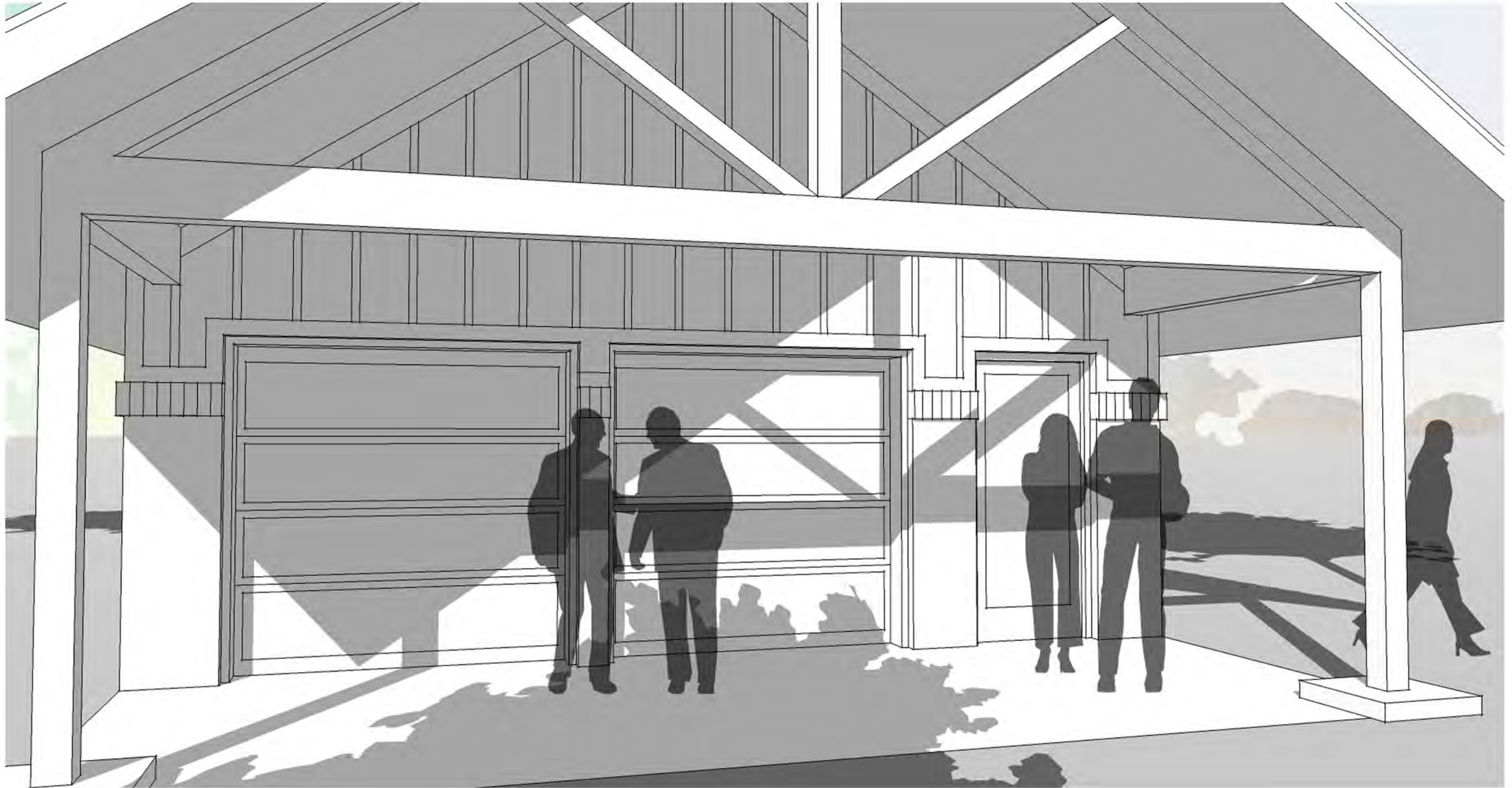


EXHIBIT
Pergolas and Patios



The Hub

Rear Yard Pergolas



Screened Porches



Side Year Patio



Solid Cover Patio





INTEGRITY GROUP
Developing & Building Dreams

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

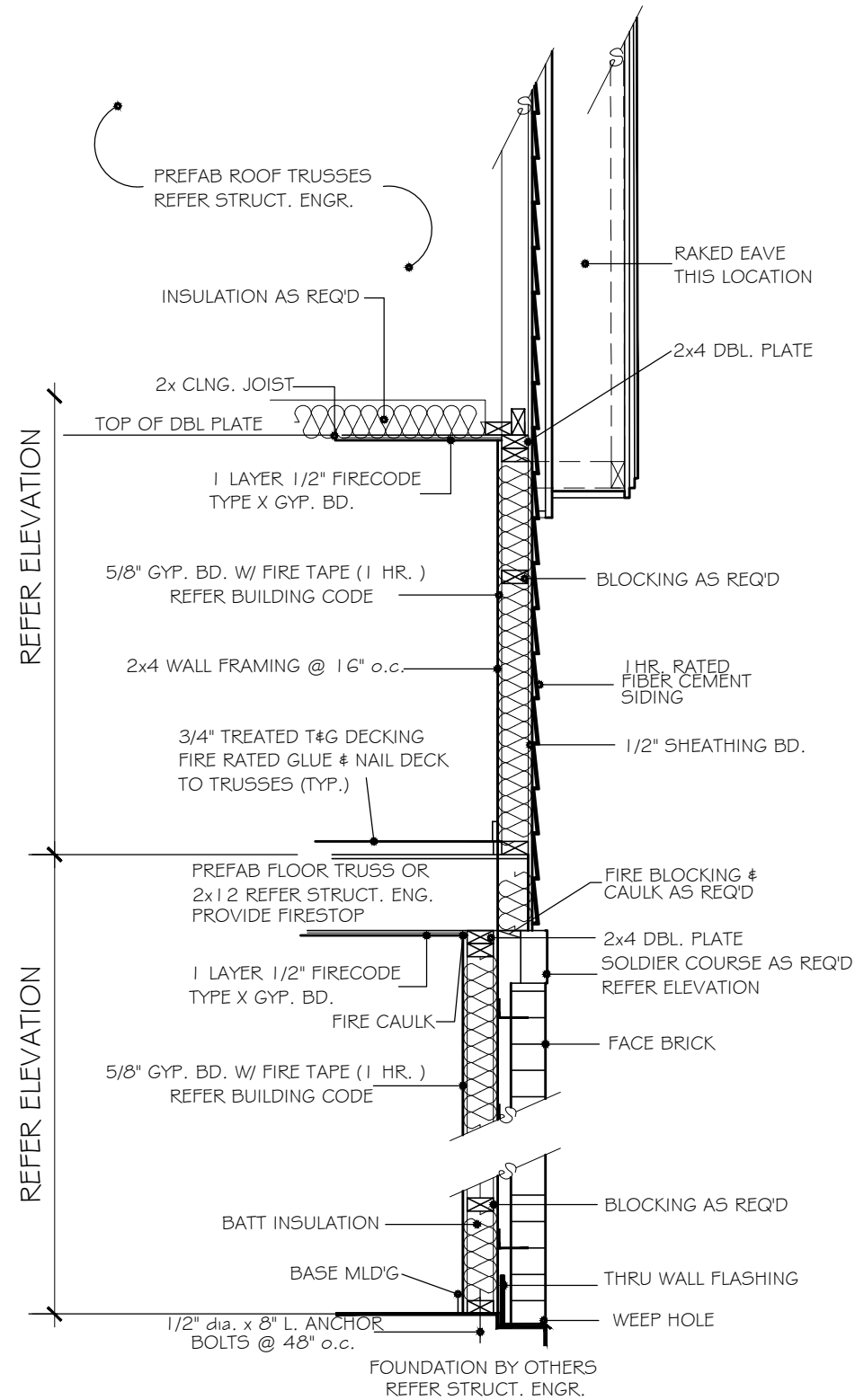
President

Residential Division

steve@integritygroups.com

972.824.5763

EXHIBIT C



NOTES:

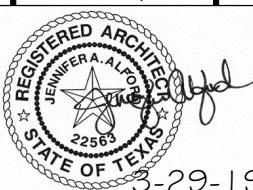
- Any discrepancies must be brought to the architect's attention for revision prior to the start of construction.
- Refer to all local codes for plumbing, mechanical, & electrical requirements.
- Builder to verify all notes & dimensions prior to construction.

CLAUSE

Cross Timbers Architects assumes no liability for any structure built from these plans. Before construction, the purchaser, builder, or contractor shall verify that the plans conform with all governing codes & ordinances & incorporate site conditions. Only a qualified professional shall be permitted to alter these plans. These plans shall remain the property of Cross Timbers Architects & are not to be reused or reproduced without written permission.

DATE: MARCH 29, 2019
 DRAWN BY: J. ALFORD
 REVISIONS:
 ▲ ▲ ▲

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**



TOWN OF LITTLE ELM PLANNING & ZONING COMMISSION

09/02/2021

OVERVIEW

Project	PUBLIC HEARING/Spiritas Ranch Planned Development (PD-21-02395)
P&Z Hearing	09/02/2021
Council Hearing	October 19, 2021
Size	544.1 acres
Current Zoning	Agriculture (AG)
Proposed Use	Low Density Residential Subdivision with a School and Small Pocket of Retail in the Center
Existing Use	Undeveloped Land
Future Land Use Plan Designation	Residential
Applicant	Jim Nichols, Barraza Consulting Group, LLC
Owner	MM Little Elm 548, LLC
Strategic Goal	

Agenda Item

PUBLIC HEARING/Spiritas Ranch Planned Development (PD-21-02395). Public hearing, discussion, and take action on a recommendation regarding 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 use in the center.

- Staff Report/Applicant Presentation
- Open Public Hearing
- Receive Public Comment
- Close Public Hearing
- Discussion and Recommendation

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.

Planning Analysis

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 listed design features.

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.

Recommended Action

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 recommends 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 recommends approval of the request as proposed, subject to no conditions.

Attachments



Spiritas Ranch PD - Location Map

Spiritas Ranch PD - Text, Plans, and Exhibits

Spiritas Ranch PD - Developers' Agreement



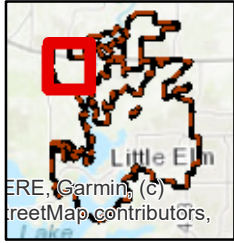
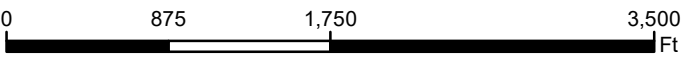
Source:
Town of Little Elm GIS
Imagery: Nearmap July 13, 2021

 Zoning Request Boundary
 Town Parcels

Document Path: G:\GIS\For\Town\Employees\Planning\LocationMap_Pontrail.mxd



Spiritas Ranch PD 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.

**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 2016-155956, 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

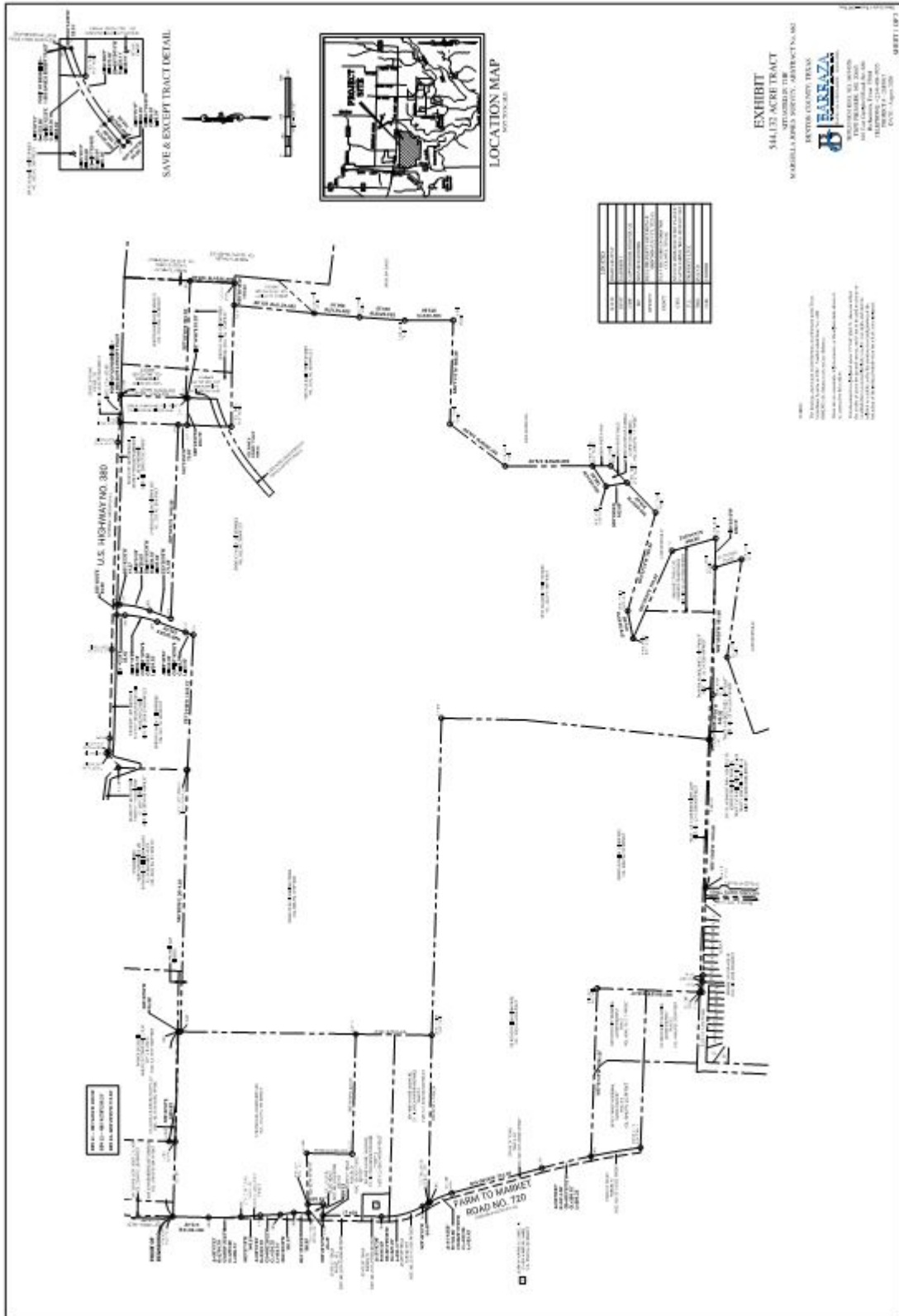
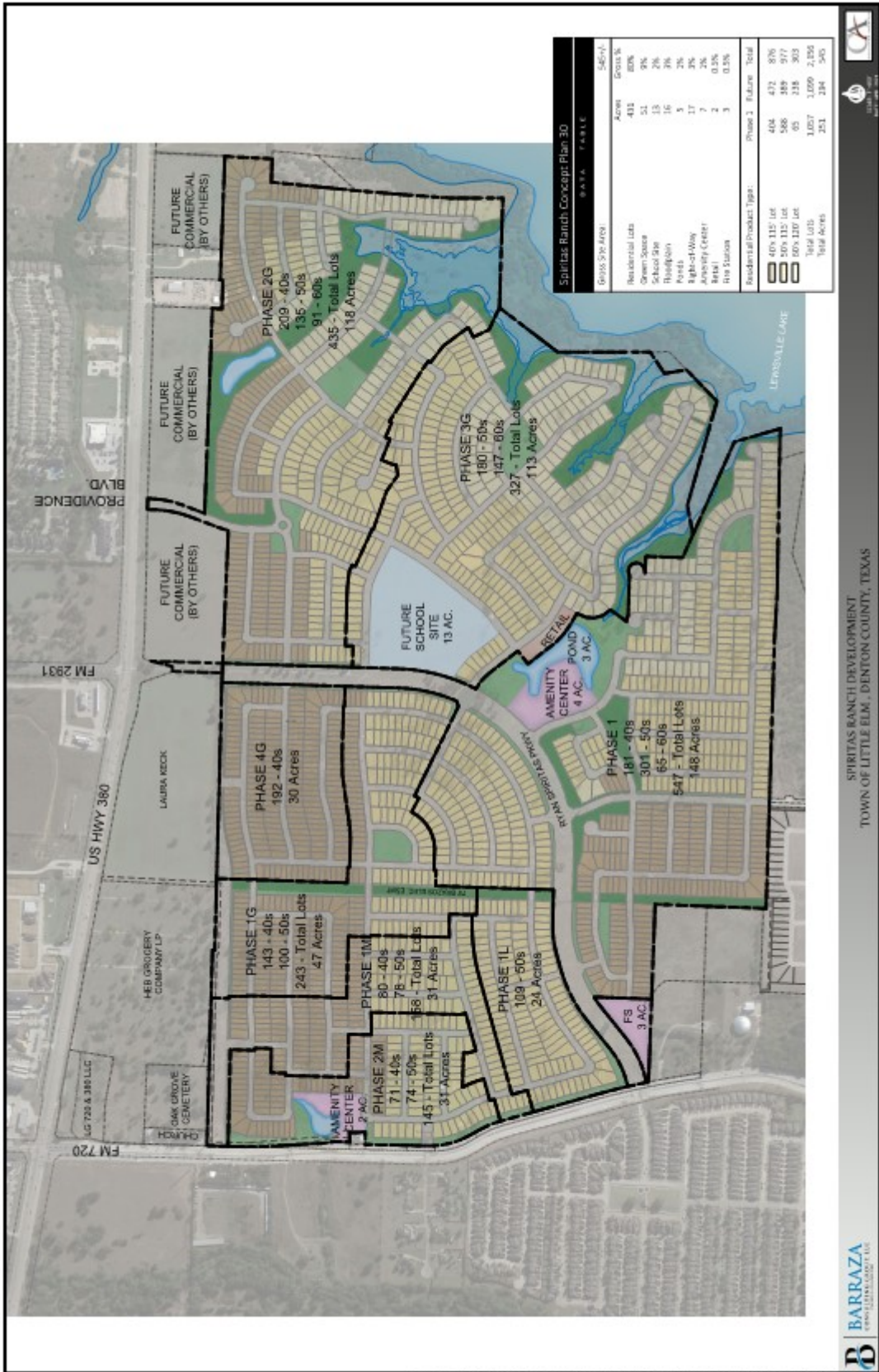


Exhibit C CONCEPT PLAN



SPIRITAS RANCH DEVELOPMENT
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS



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.

Exhibit E PARKS AND OPEN SPACE

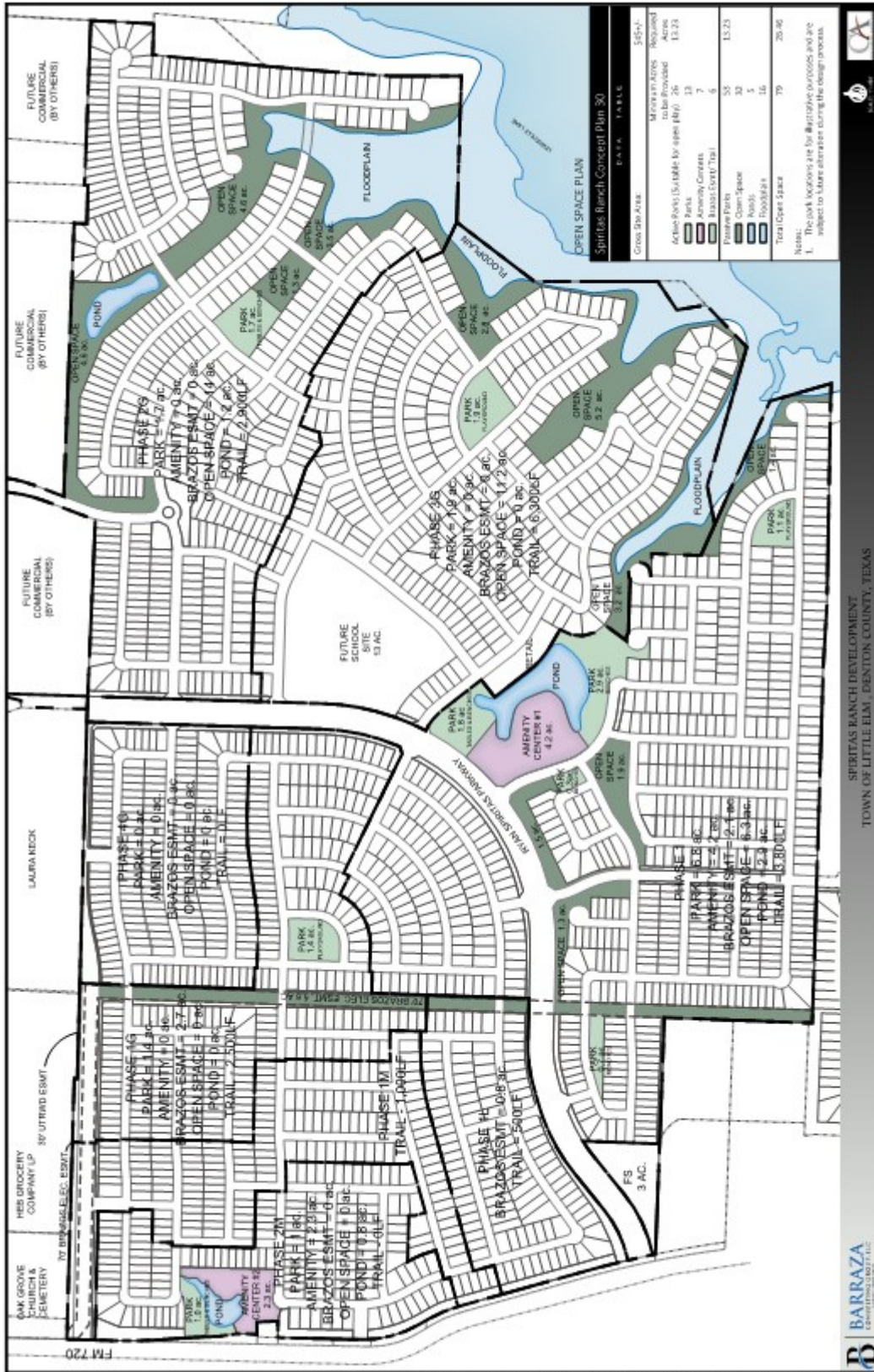
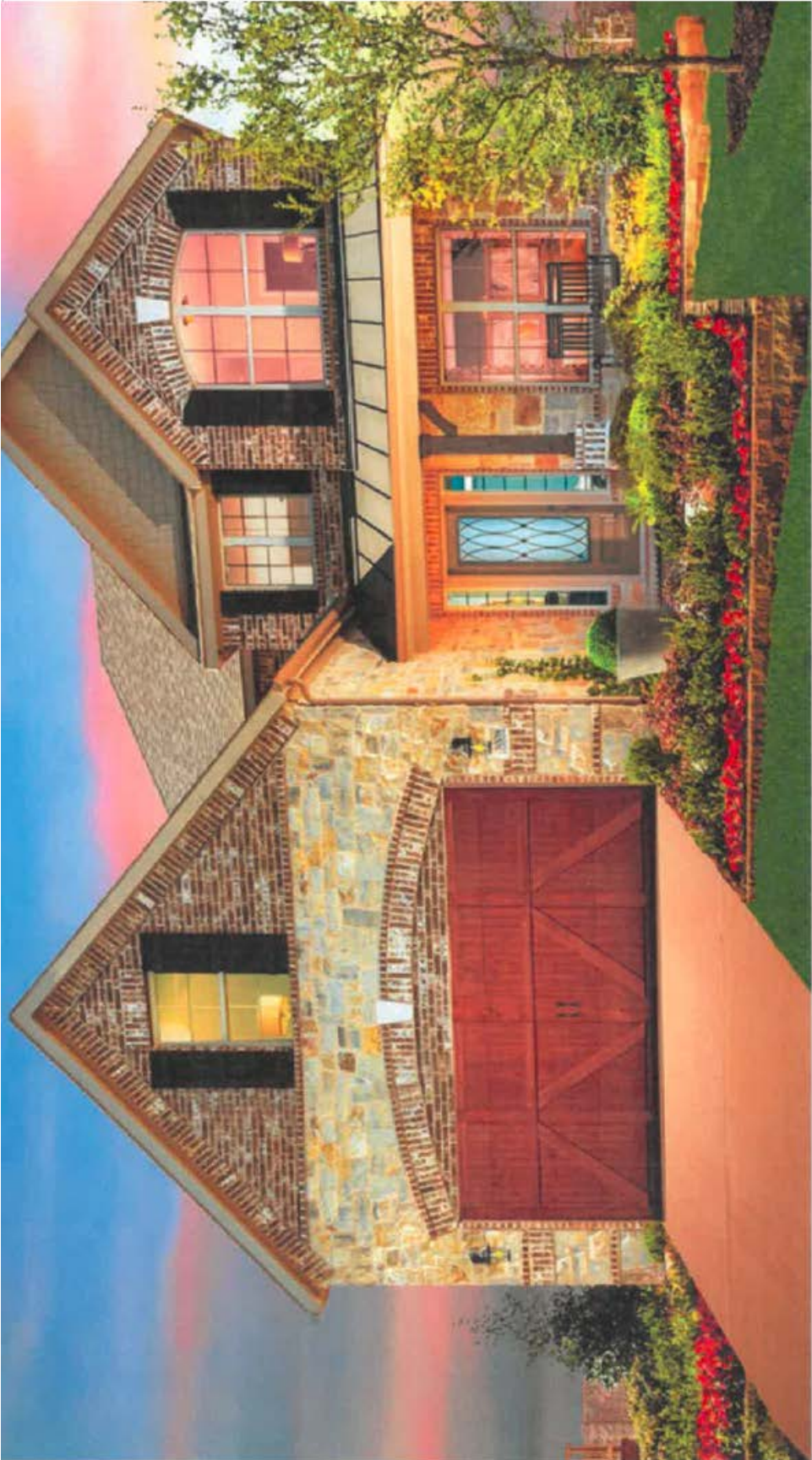


Exhibit G
Garage Door Designs













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: MMLittle 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.

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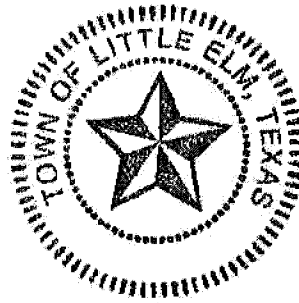
EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

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

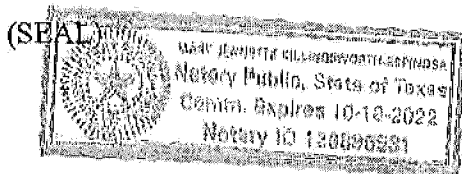
STATE OF TEXAS §
 §
COUNTY OF DENTON §

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-Espinosa
Notary Public State of Texas

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: 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

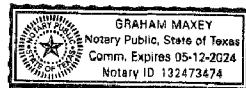


Exhibit A
METES AND BOUNDS DESCRIPTION OF PROPERTY

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 Construction, 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 2016-155966, 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 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°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.

Exhibit B
DEPICTION OF THE PROPERTY



(REMAINDER)
NORTH PLAINS
KATHLEEN ANN MASH & LAURA
ELIZABETH KECK
VOL. 422, PG. 877 RR001

PROPERTY SET FORTH IN
STATE OF TEXAS NOTICE
OF INTEREST
INST. NO. 2019-0814 RR001

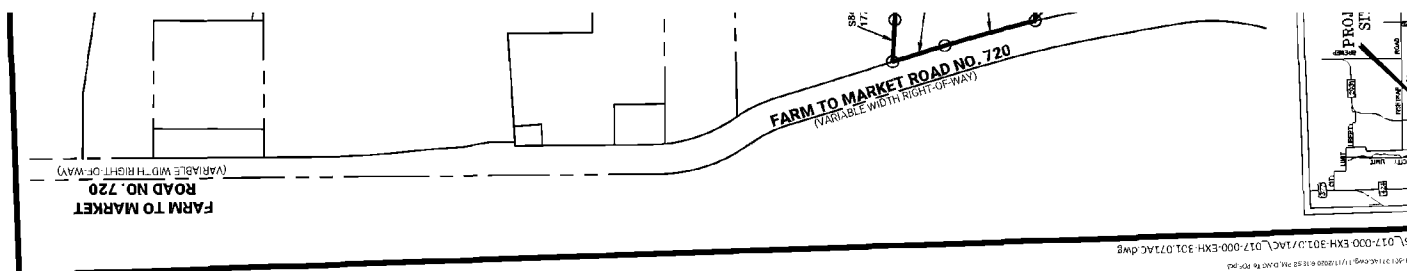
--- APPARENT GAP
IN DEEDS

688220407 2019 58'

3/8" W/ 1/2" W/ BEARS
NAD 83 2011 081

SPIRITAS RANCH ENTERPRISES
VOL. 823, PG. 38 RR001

Exhibit B-1
DEPICTION OF THE ETJ PROPERTY



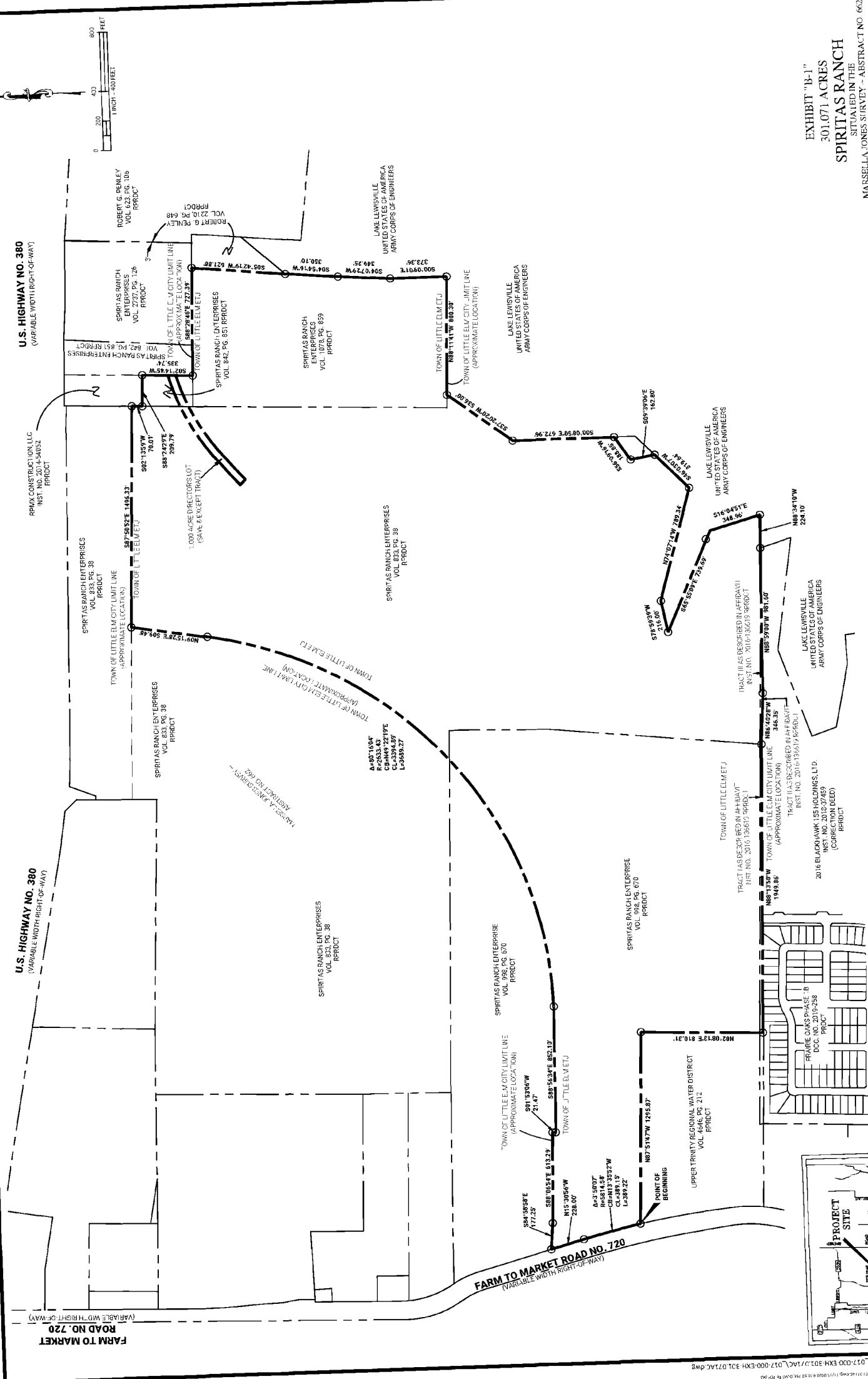



EXHIBIT "B-1"
 301.071 ACRES
 SPIRITAS RANCH
 SITUATED IN THE
 MARSELLA JONES SURVEY - ABSTRACT NO. 662

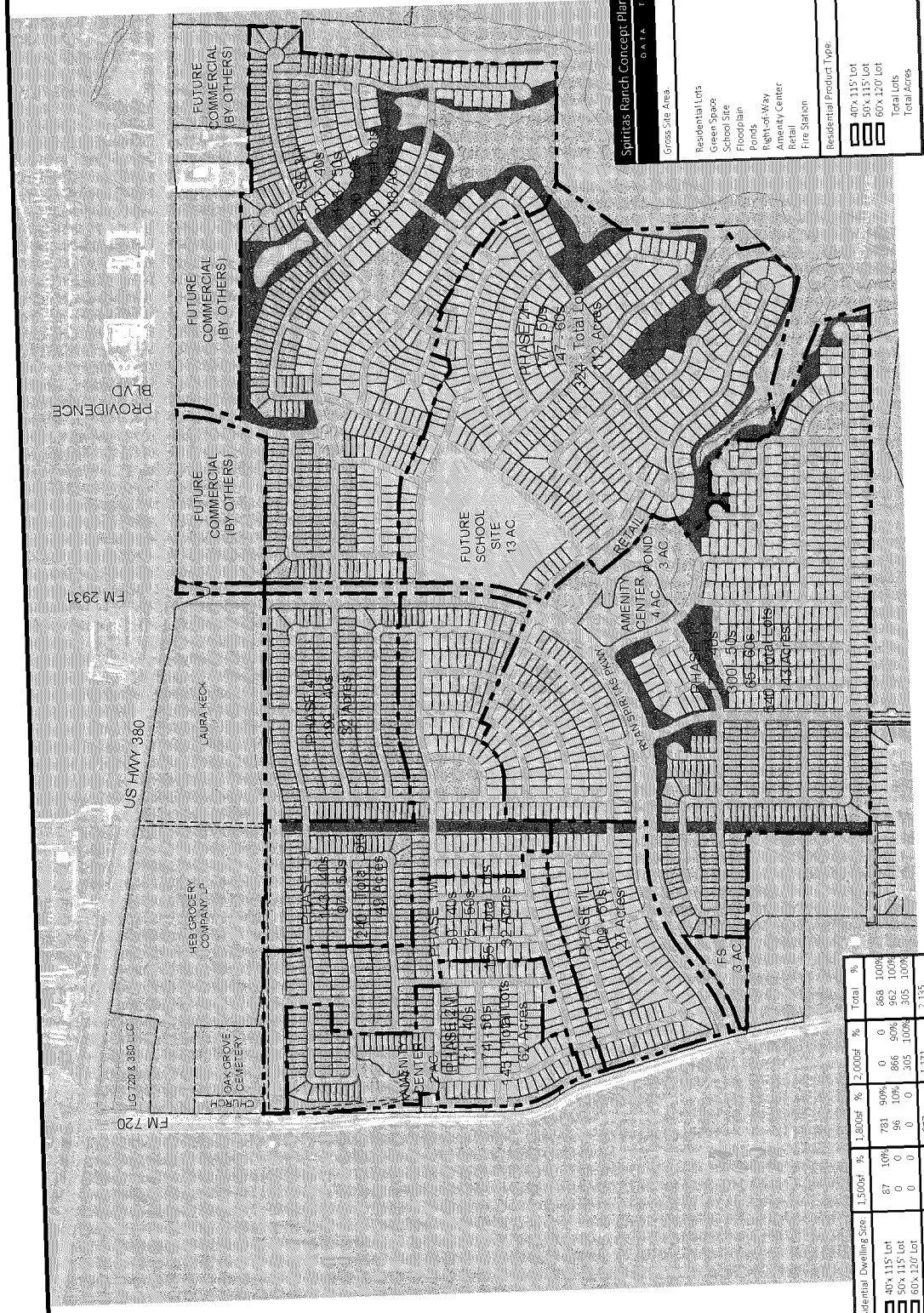
Exhibit C
AUTHORIZED IMPROVEMENTS AND ESTIMATED COSTS

COMMUNITY NAME: Spiritas Ranch		PHASES: Full Development		CITY OR TOWN: Town of Little Elm, Denton County		GROSS ACREAGE: 548.0		NET ACREAGE: 435.0		TOTAL LOTS: 2,135		TOTAL DENSITY: 4.85					
		CREATED BY: AKC		REVIEWED BY: AB		CREATED: 04/06/20		REVISED: 12/21/20									
		DIRECT PHASE COSTS		TOTALS		PHASE I		PHASE II		PHASE III		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	\$ 453,194	\$ 1,062,943								
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	\$ 1,126,189	\$ 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	\$ 1,993,883	\$ 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		TOTALS		PHASE I		PHASE II		PHASE III		PHASE 2M		PHASE 2H		FUTURE PHASES			
Lot Count	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	\$ 5,994,900	\$ 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	\$ 4,355,459	\$ 1,815,889	\$ 477,567	\$ 266,755	\$ 8,730	\$ 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 I		PHASE II		PHASE III		PHASE 2M		PHASE 2H		FUTURE PHASES			
Lot Count	2135	540	109	155	145	240	946										
1 Engineering	\$ 1,480,306	\$ 388,417	\$ 75,580	\$ 104,985	\$ 69,335	\$ 162,558	\$ 649,422										
2 Grading Site Preparation	\$ 7,623,125	\$ 2,065,538	\$ 406,299	\$ 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	\$ 400,799										
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	\$ 7,930	\$ 7,585	\$ 7,756	\$ 7,555	\$ 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	\$ 36,822	\$ 30,907	\$ 27,306	\$ 41,087										
40' Lots	868	175	0	80	71	143	359										
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, Memorandum, 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
G A T A T A B L E

Gross Site Area	Acres	Gross %
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%
Fire Station	2	0.5%
	3	0.5%

Residential Product Type:	Phase 1	Future	Total
40'x115' Lot	368	470	838
50'x115' Lot	581	381	962
60'x120' Lot	63	240	305
Total Lots	1,012	1,091	2,103
Total Acres	251	294	545

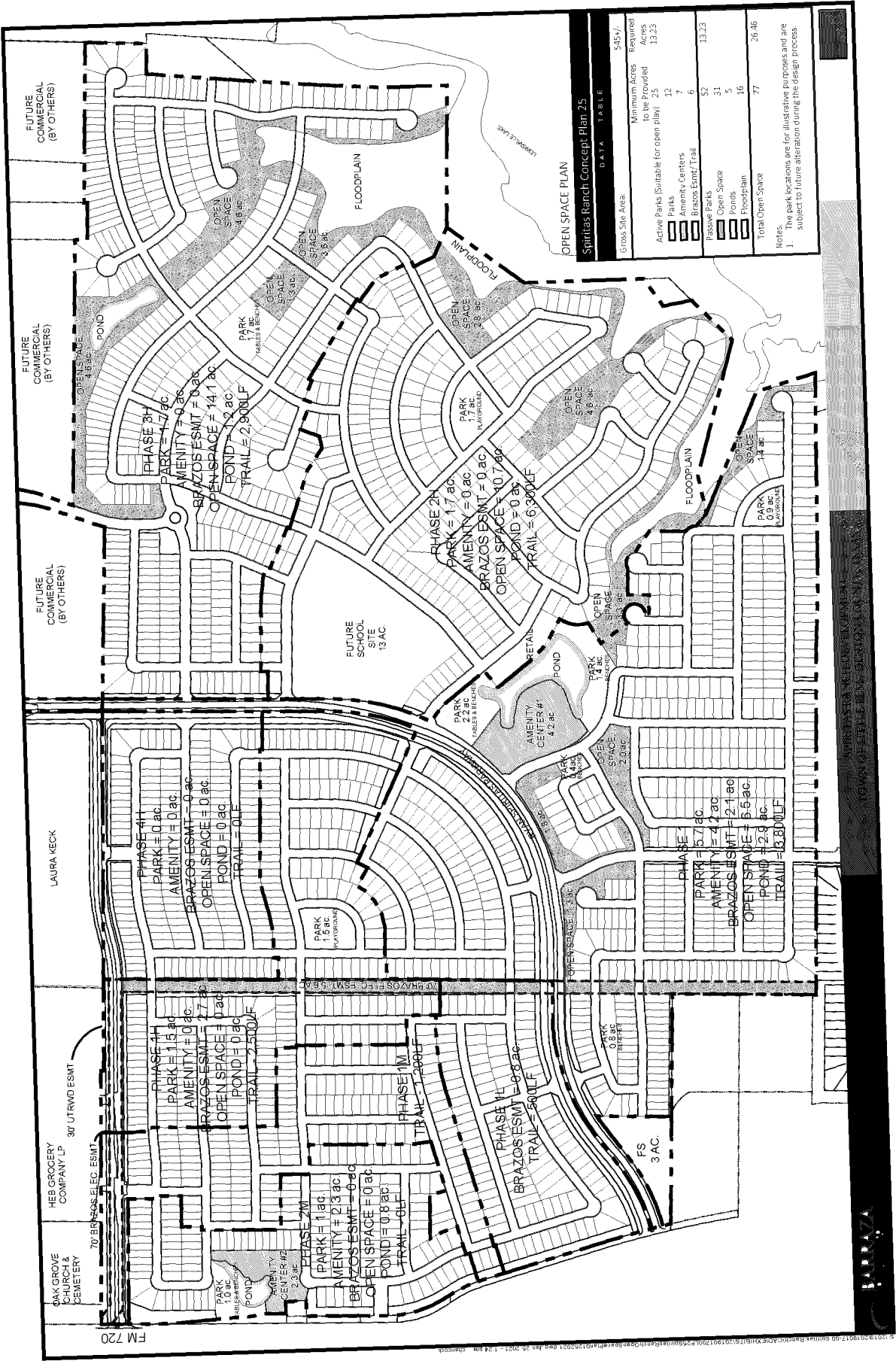
Residential Dwelling Size:	1,500sf	1,800sf	2,000sf	Total
40'x115' Lot	87	781	0	868
50'x115' Lot	0	0	96	96
60'x120' Lot	0	0	305	305
Total Lots	87	781	305	1,173



SPIRITAS RANCH
TOWN OF LITTLE ROCK

10/20/2019 10:11:00 Spiritas Ranch Concept Plan 25.dwg 12/20/2019 10:11:00 Spiritas Ranch Concept Plan 25.dwg 12/20/2019 10:11:00 Spiritas Ranch Concept Plan 25.dwg 12/20/2019 10:11:00 Spiritas Ranch Concept Plan 25.dwg

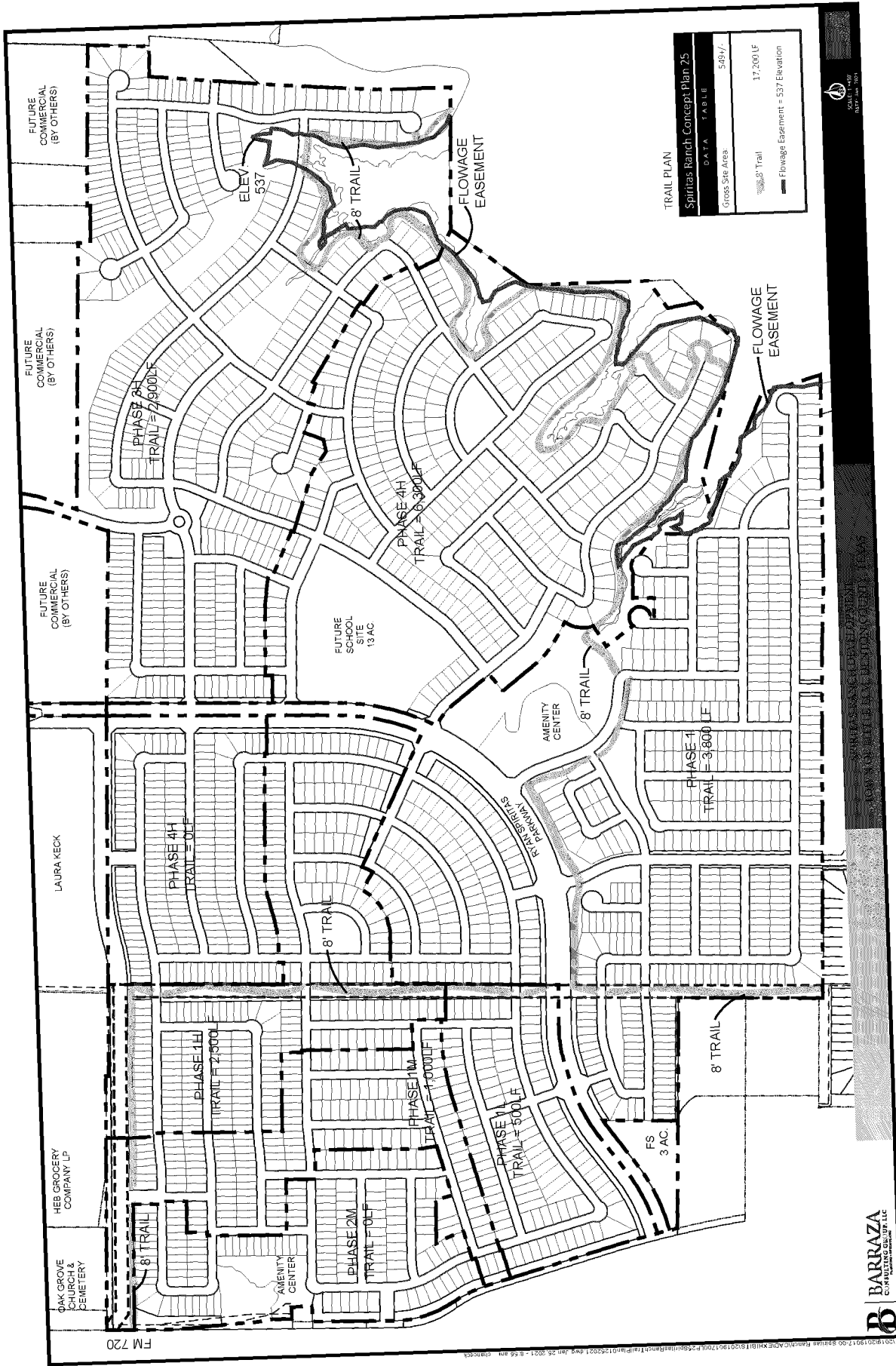
**Exhibit D-1
PARKS AND OPEN SPACE**



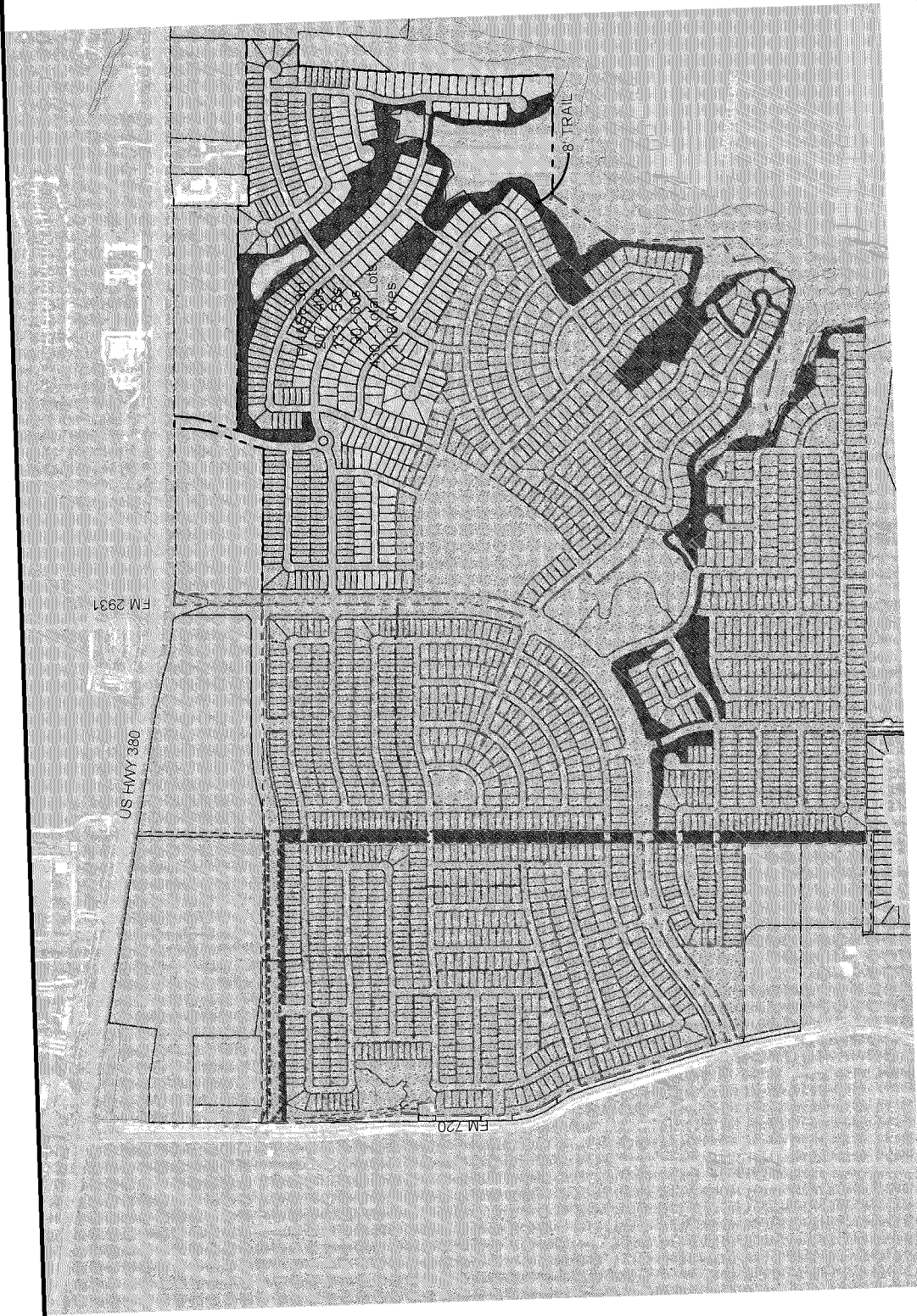
FM 720

10/19/2011 2:00:00 PM C:\Users\j... \Documents\1250214.dwg Plot Date: 10/25/2011 1:14 PM

**Exhibit D-2
TRAILS**



**Exhibit D-3
PHASING PLAN**



SPIRTAS RANCHO
TOWN OF LITTLE ELM



BARRAZA
CONSULTING GROUP, LLC

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

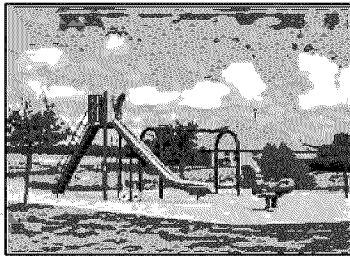
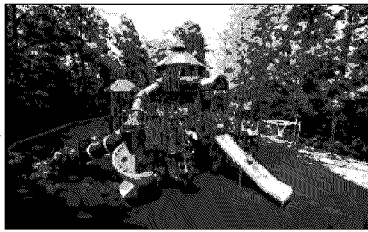


Exhibit E
DEVELOPMENT STANDARDS

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.

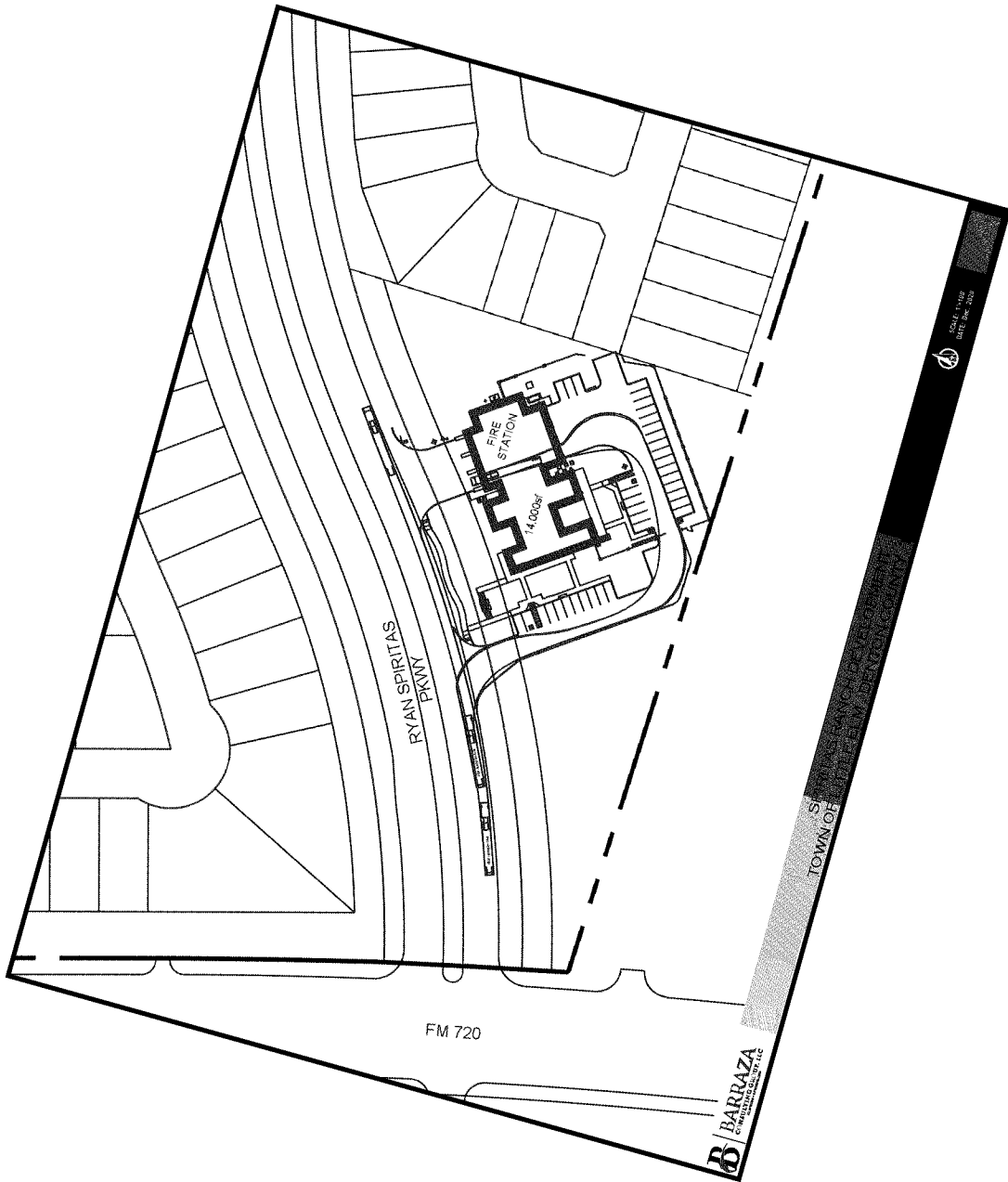


Exhibit F
AMENITY SITES

AMENITY SITE #1

- SITE LANDSCAPE**
 STREET TREES AT 1'-9" CALIFER TREE PER 50 LF OF STREET FRONTAGE
 1. ENHANCED LANDSCAPE AREA 15,000 SF
 2. UNDERGROUND AUTOMATIC IRRIGATION SYSTEM
 3.

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 GROUND 46,975 SF
- 6. OPEN PLAY 2.10 ACRES
- 7. POND 4,160 SF
- 8. 8' H/B TRAIL 11,580 SF - PERIMETER
- 9. SIDENALK
- 10. PARKING

51 SPACES PLUS 2 HANDICAP SPACES (95 TOTAL)

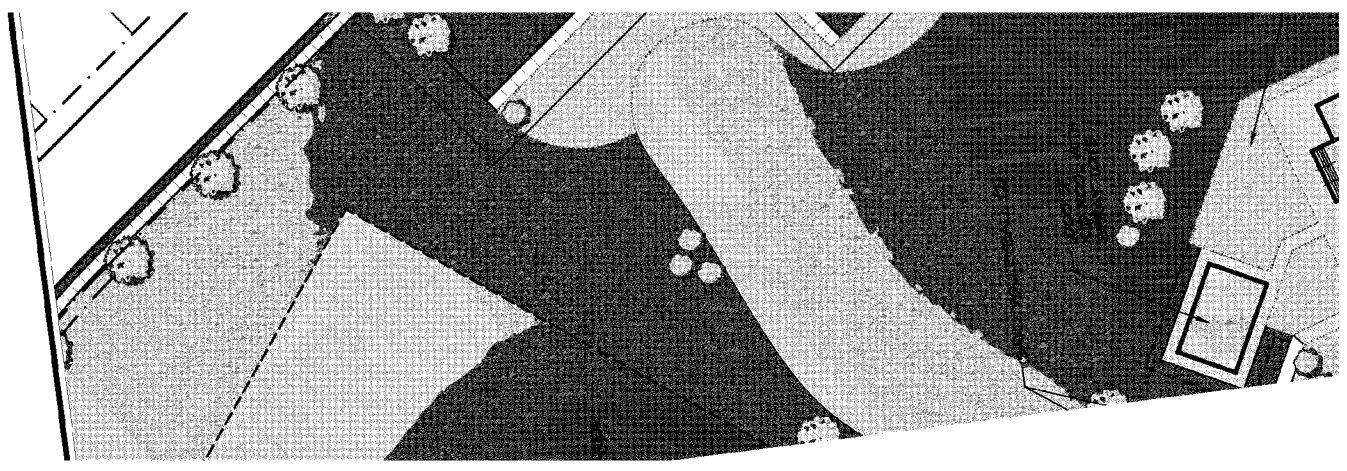
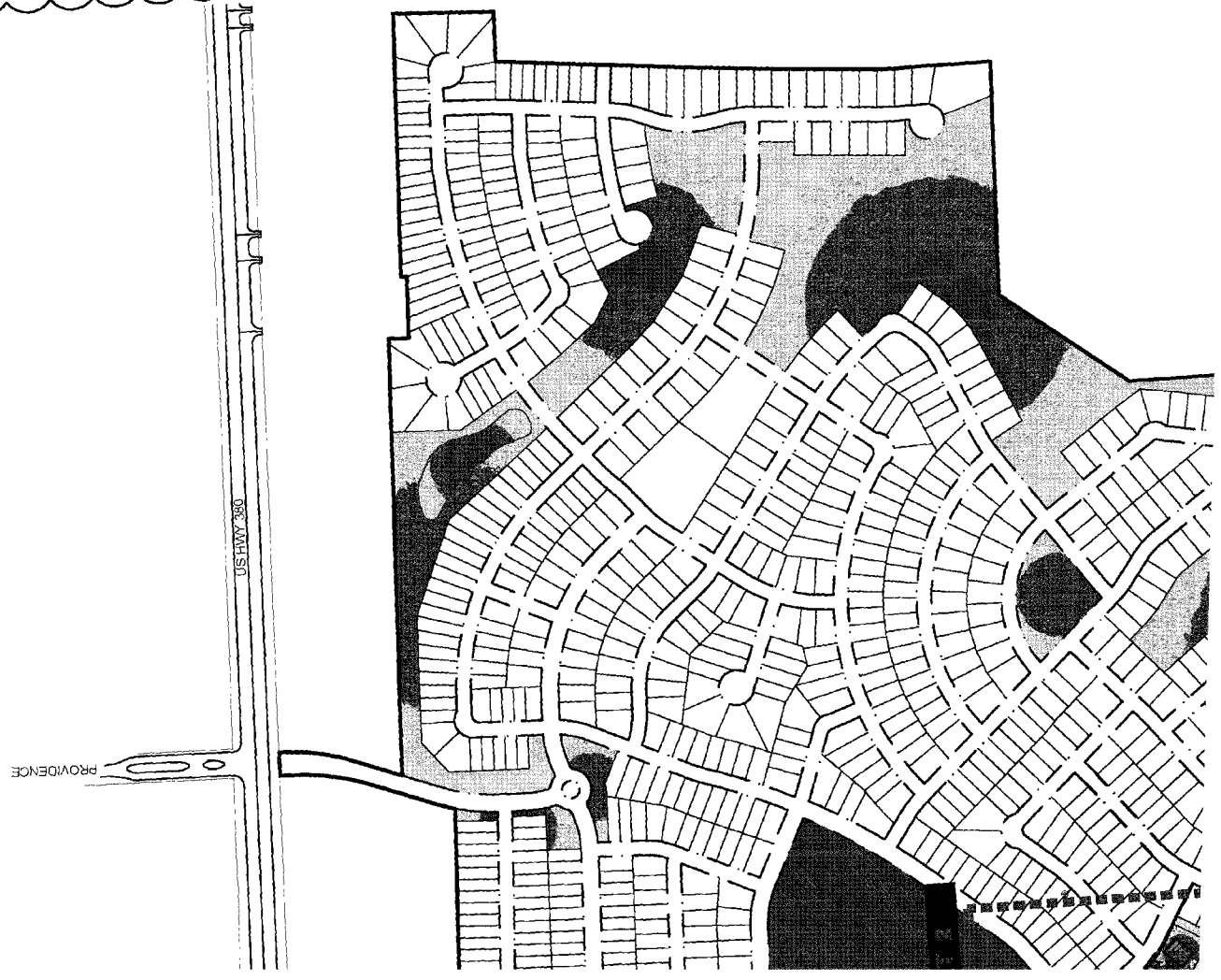
RESTAURANT / CONVENIENCE STORE (PHASE 3)
 PHASE 3 OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION WITHIN 90 DAYS
 OF ISSUANCE OF THE 1500TH BUILDING PERMIT.

- 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 1,600 SF
- 3. POOL DECK 16,000 SF
- 4. OPEN PLAY 0.81 ACRES
- 5. POND 1,025 SF
- 6. SIDENALK 2,550 SF
- 7. PARKING 7 SPACES PLUS 1 HANDICAP SPACE (8 TOTAL)





3
2
1
AC

AMENITY SITE #1
STREET 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
- 3.

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 46,575 SF
- 6. OPEN PLAY 2.10 ACRES
- 7. POND 4,160 SF
- 8. H2O TRAIL 11,550 SF - PERIMETER
- 9. 6' SIDEWALK
- 10. PARKING

RESTAURANT / CONVENIENCE STORE (PHASE 2)

PHASE 2 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)

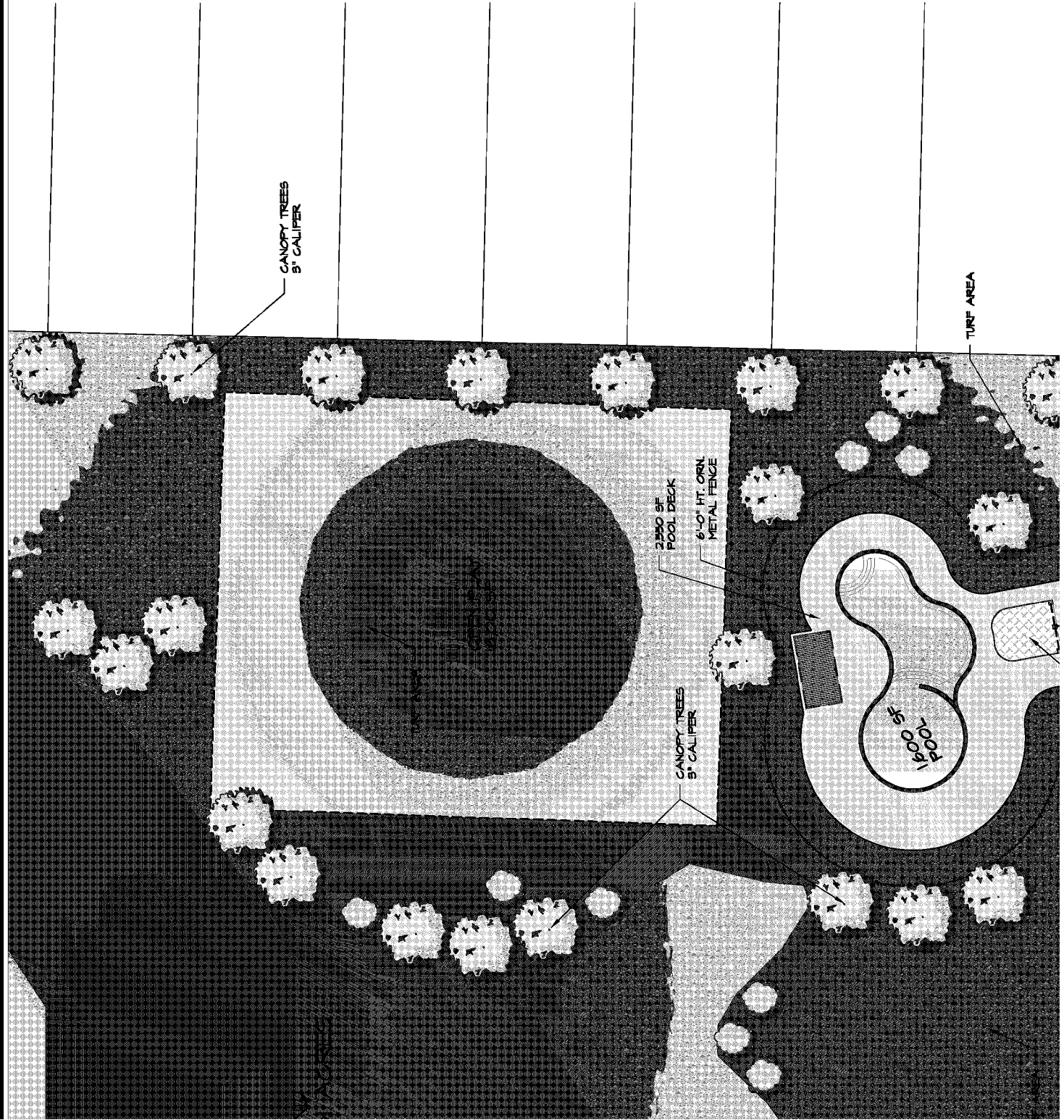
AMENITY SITE #2 (PHASE 2)

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 0.91 ACRES
- 4. POND 1,025 SF
- 5. 6' SIDEWALK 2,550 SF
- 6. PARKING
- 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 DECK 9,000 SF
3. KID POOL 5,200 SF
4. PLAY GROUND 1,200 SF
5. OPEN PLAY 46,575 SF
6. POND 2.70 ACRES
7. 8' H/B TRAIL 4,160 SF
8. 6' SIDEWALK 11,350 SF - PERIMETER
9. PARKING
10. 31 SPACES PLUS 2 HANDICAP SPACES (33 TOTAL)

RESTAURANT / CONVENIENCE STORE (PHASE 3)

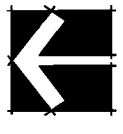
PHASE 3 OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION WITHIN 90 DAYS OF ISSUANCE OF THE 1500TH BUILDING PERMIT.

1. REST. / STORE 5,000 SF
2. OUTDOOR DINING 1,500 SF
3. RETAIL 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 2,900 SF
2. POOL 14,000 SF
3. OPEN PLAY 16,000 SF
4. POND 0.81 ACRES
5. 6' SIDEWALK 10,225 SF
6. 5' SIDEWALK 2,350 SF
7. PARKING 7 SPACES PLUS 1 HANDICAP SPACE (8 TOTAL)



PROVIDENCE

FM 2931

FUTURE
BRITAS RANCH
RESIDENTIAL

AMENITY SITE #1
 SITE LANDSCAPE
 1. STREET TREES AT 1 - 9" CALIFER 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 46,975 SF
- 6. OPEN PLAY 2.10 ACRES
- 7. POND 4,160 SF
- 8. 8' H/B TRAIL 11,350 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 5,000 SF
- 2. OUTDOOR DINING 1,500 SF
- 3. RETAIL 9,000 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 15,000 SF
- 3. OPEN PLAY 16,000 SF
- 4. POND 0.81 ACRES
- 5. 6' SIDEWALK 1,025 SF
- 6. 5' SIDEWALK 2,590 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 46,975 SF
6. OPEN PLAY 2.70 ACRES
7. POND 4,160 SF
8. 1/2" HVB TRAIL 1,150 SF - PERIMETER
9. 6' SIDEWALK
10. PARKING

91 SPACES PLUS 2 HANDICAP SPACES (93 TOTAL)

RESTAURANT / CONVENIENCE STORE (PHASE 3)

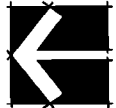
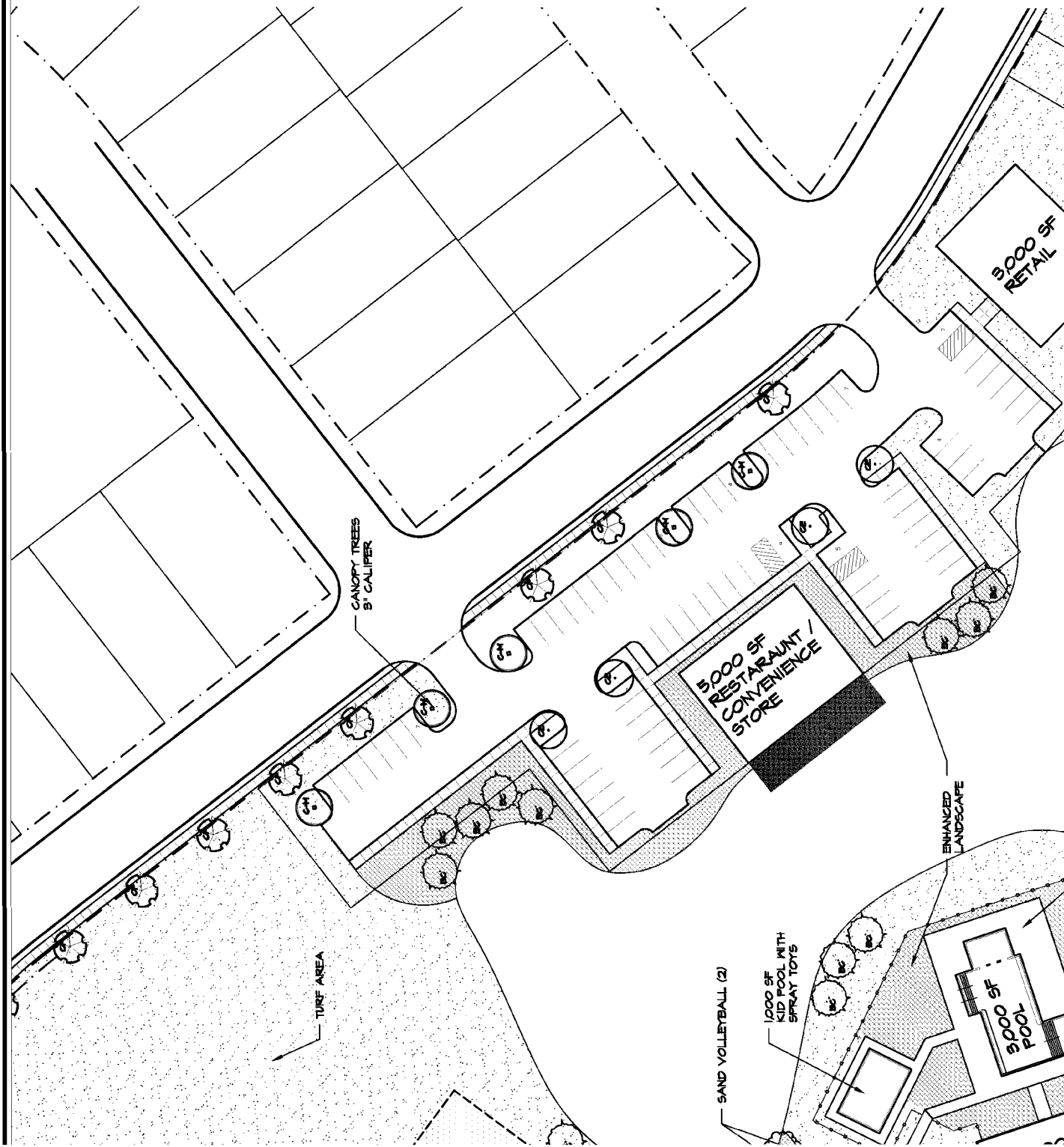
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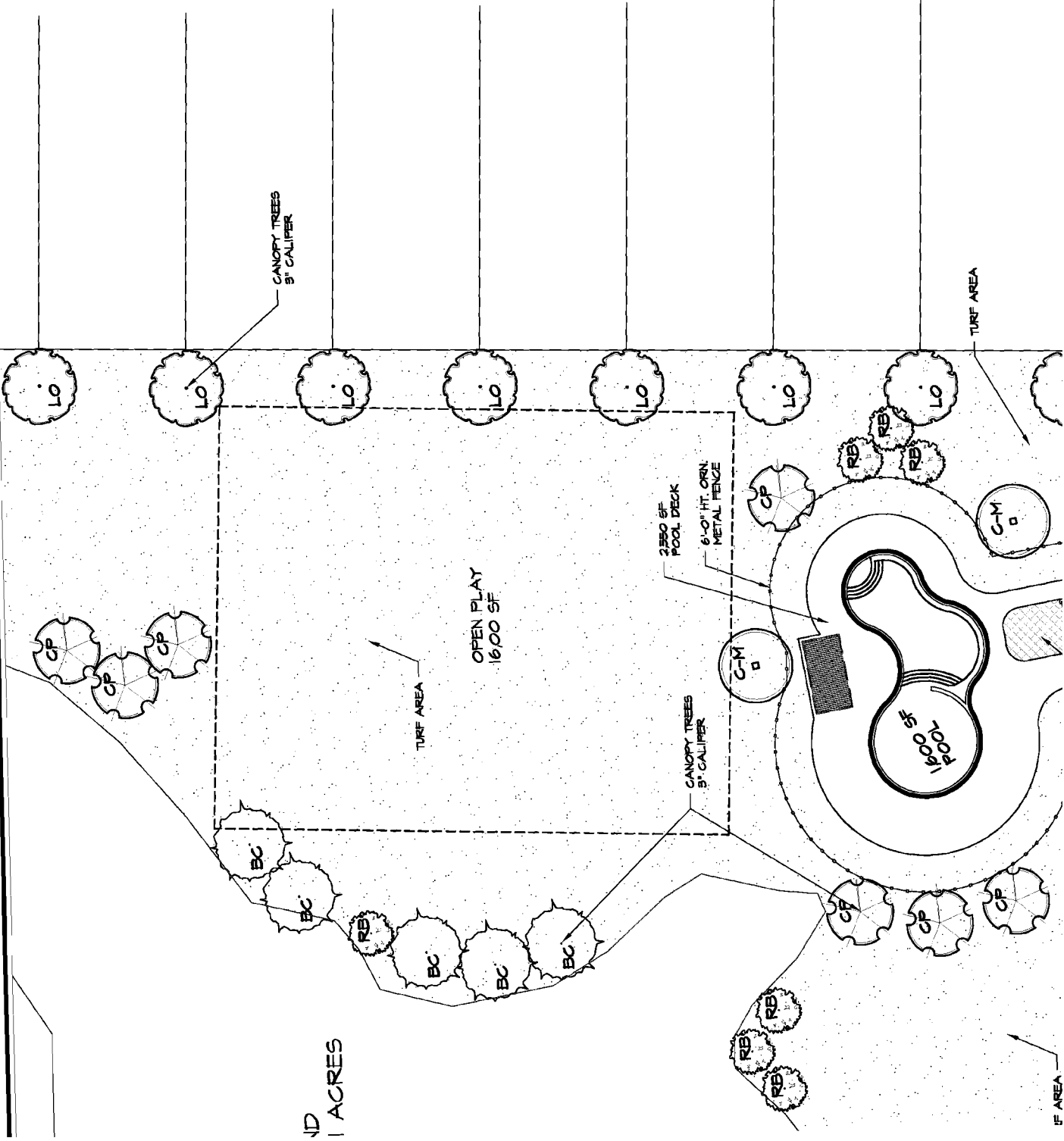
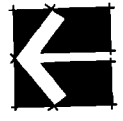
1. REST / STORE 5,000 SF
 2. OUTDOOR DINING 1,500 SF
 3. RETAIL 5,000 SF
 4. PARKING
- 64 SPACES PLUS 6 HANDICAP SPACES (74 TOTAL)

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 1,025 SF
 6. 5' SIDEWALK 2,250 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 2.70 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 15,000TH 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)

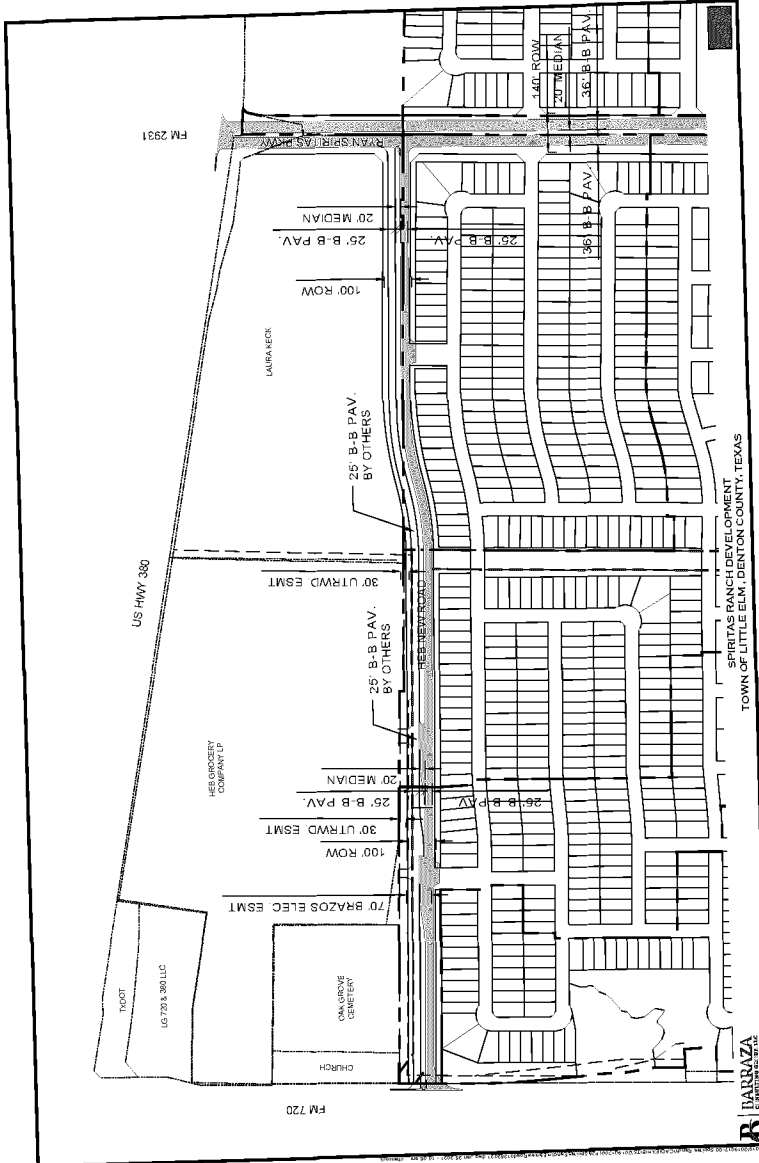
AMENITY SITE #2 (PHASE 2)
 PHASE 2 - AMENITY SITE TWO (2) TO BEGIN CONSTRUCTION NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 2 LOTS

- 1. CABANA 280 SF
- 2. POOL 1,800 SF
- 3. OPEN PLAY 16,000 SF
- 4. POND 0.81 ACRES
- 5. 6" SIDEWALK 1,025 SF
- 6. 5" SIDEWALK 2,350 SF
- 7. PARKING 7 SPACES PLUS 1 HANDICAP SPACE (8 TOTAL)

1.0 ACRES

1.0 ACRES

Exhibit G
HEB ROAD



SPIRTAS RANCH DEVELOPMENT
 TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS



FM 720

US HWY 380

FM 2931

16793 36 LLC
 TROOT

HER GROCERY
 COMPANY LP

CHURCH
 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

36' B-B PAV.

25' B-B PAV.

20' MEDIAN

140' ROW

RYAN SPIRTAS PKWY

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 received 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,

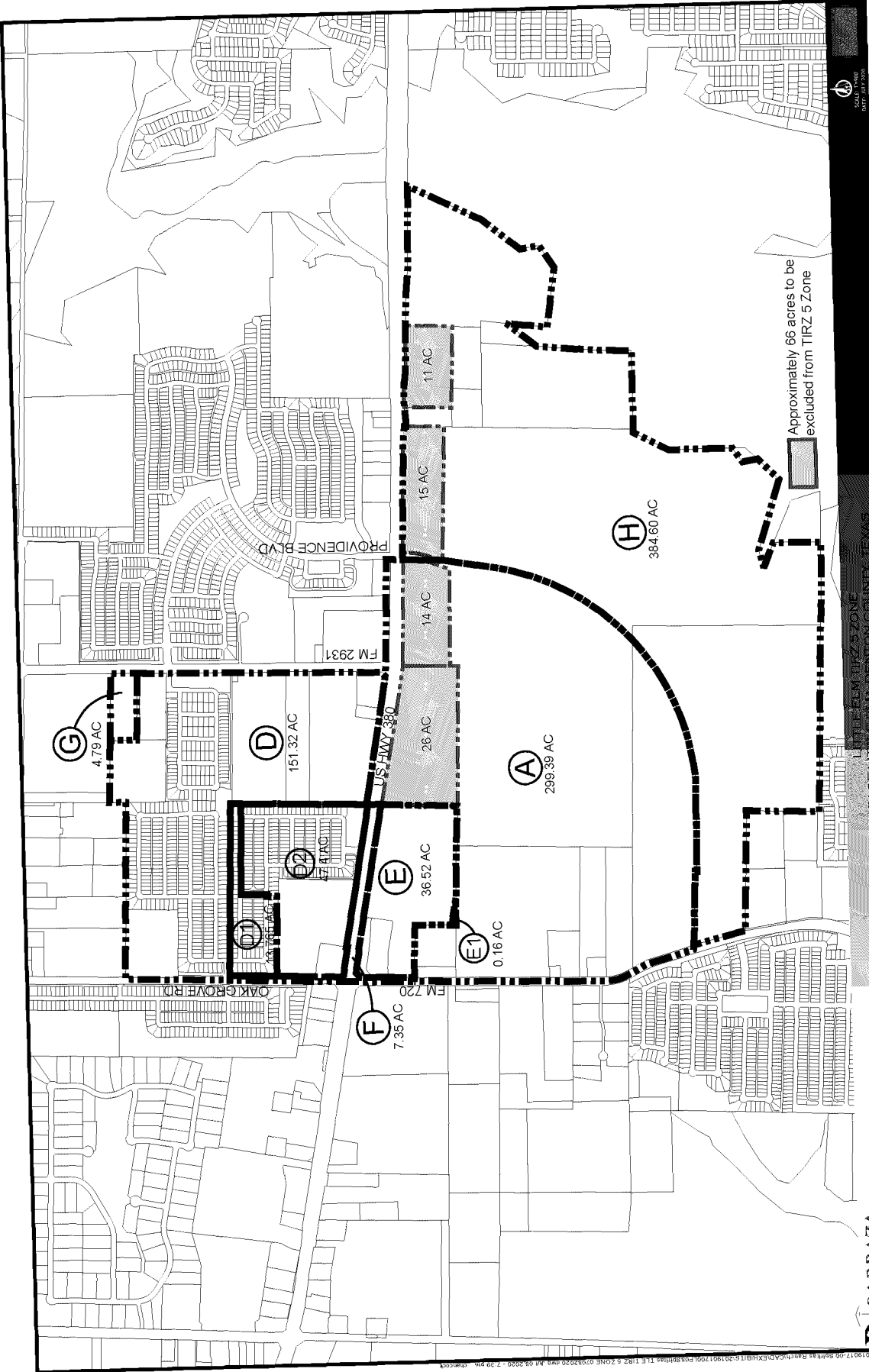
APPROVAL OF REQUEST BY TOWN

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



BARRAZA CONSULTING SERVICES, INC.
 10711 W. 17th St.
 Suite 100
 Irving, TX 75039

TOWN OF LITTLE FLEMING COUNTY, TEXAS
 TIRZ 5 ZONE



BARRAZA CONSULTING SERVICES, INC.
 10711 W. 17th St.
 Suite 100
 Irving, TX 75039

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.

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.

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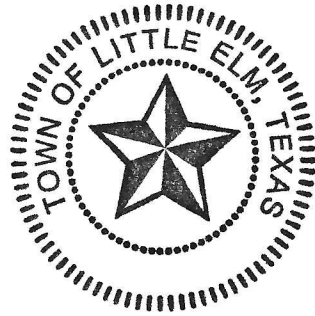
EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

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

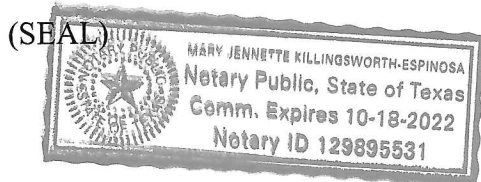
STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the 2 day of Feb, 2021 by David Nillock, the Mayor of the Town of Little Elm, Texas on behalf of said Town.

Mary Jennette Killingsworth-Espinosa
Notary Public, State of Texas

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: *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

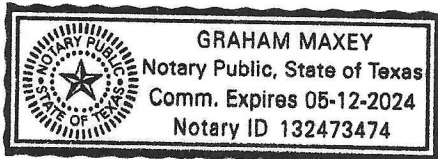


Exhibit A
METES AND BOUNDS DESCRIPTION OF PROPERTY

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 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.

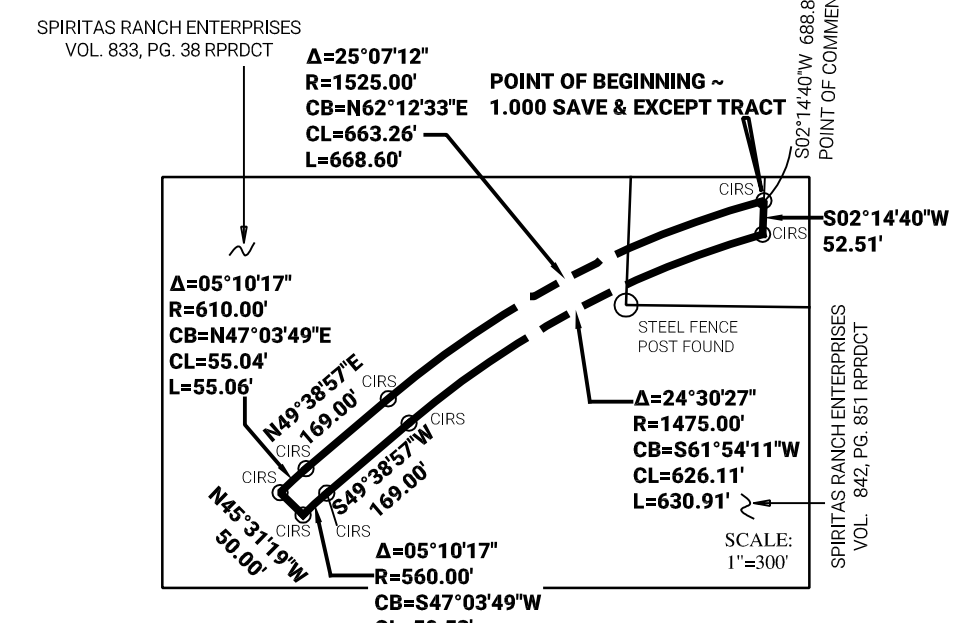
NOTES:

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.

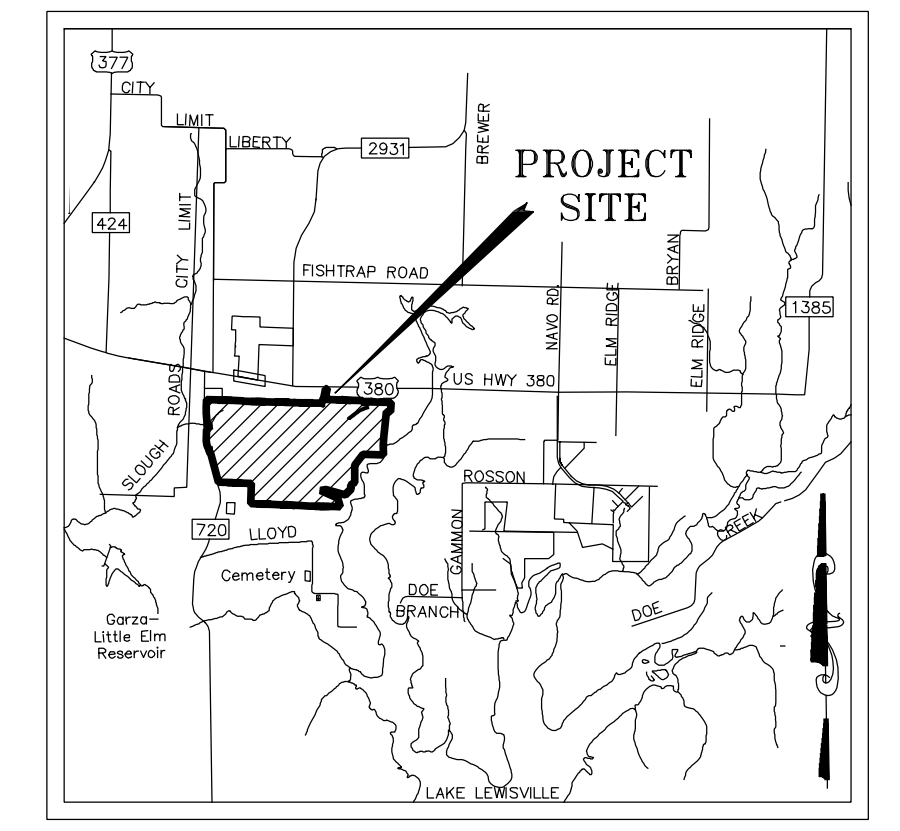
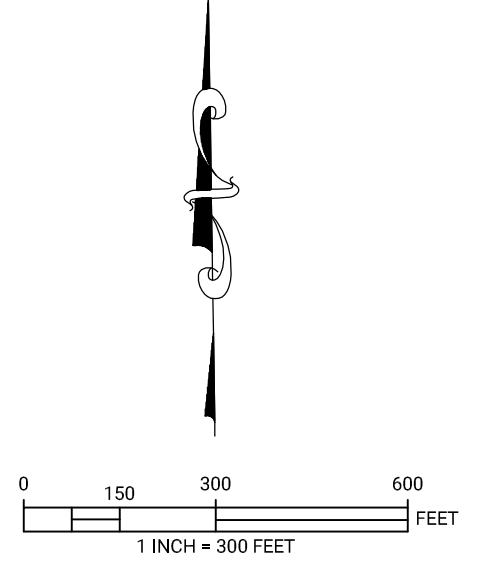
This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Exhibit B
DEPICTION OF THE PROPERTY

BDY L1 - N01°24'04"E 450.53'
 BDY L2 - N89°42'58"E 89.21'
 BDY L3 - N02°29'05"W 115.92'



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

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
 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

Exhibit B-1
DEPICTION OF THE ETJ PROPERTY

Exhibit C
AUTHORIZED IMPROVEMENTS AND ESTIMATED COSTS

COMMUNITY NAME: Spiritas Ranch
 PHASES: Full Development
 CITY OR TOWN: Town of Little Elm, Denton County

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

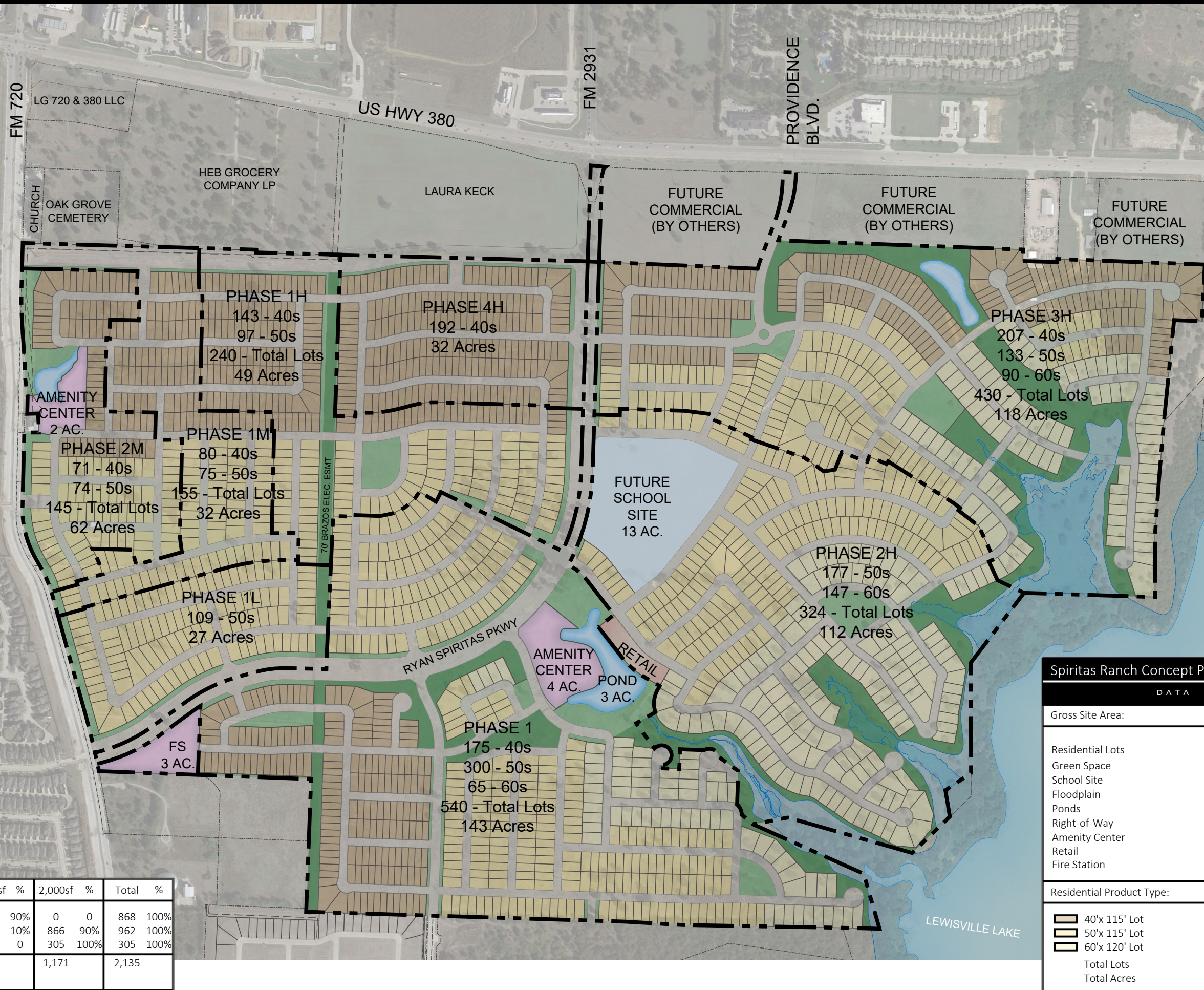
Direct Phase Costs		TOTALS	PHASE 1	PHASE 1L	PHASE 1M	PHASE 2M	PHASE 2H	FUTURE PHASES
Lot Count		2135	540	109	155	145	240	946
1 Engineering	\$	4,609,407	\$ 1,245,710	\$ 225,382	\$ 333,499	\$ 289,678	\$ 452,194	\$ 2,062,943
2 Grading Site Preparation	\$	988,257	\$ 228,241	\$ 46,902	\$ 57,239	\$ 39,056	\$ 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

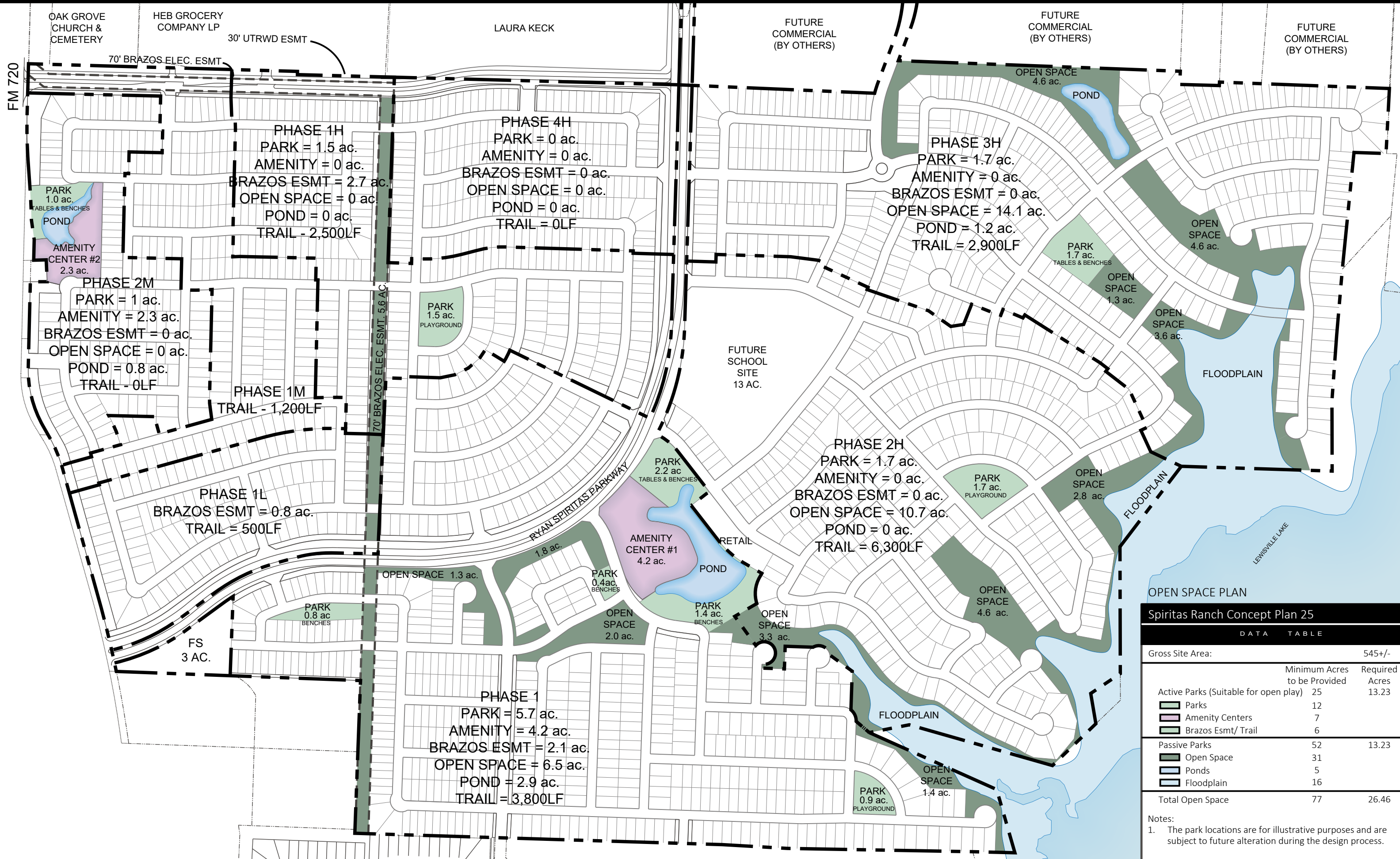
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Residential Dwelling Size:	1,500sf %	1,800sf %	2,000sf %	Total %
40'x 115' Lot	87 10%	781 90%	0 0	868 100%
50'x 115' Lot	0 0	96 10%	866 90%	962 100%
60'x 120' Lot	0 0	0 0	305 100%	305 100%
Total Lots	87	877	1,171	2,135

Spiritas Ranch Concept Plan 25			
DATA TABLE			
Gross Site Area:	545+/-		
	Acres	Gross %	
Residential Lots	433	80%	
Green Space	49	9%	
School Site	13	2%	
Floodplain	16	3%	
Ponds	5	1%	
Right-of-Way	17	3%	
Amenity Center	7	1%	
Retail	2	0.5%	
Fire Station	3	0.5%	
Residential Product Type:	Phase 1	Future	Total
40'x 115' Lot	398	470	868
50'x 115' Lot	581	381	962
60'x 120' Lot	65	240	305
Total Lots	1,044	1,091	2,135
Total Acres	251	294	545

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:
 1. The park locations are for illustrative purposes and are subject to future alteration during the design process.

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Exhibit D-2
TRAILS



FM 720

OAK GROVE CHURCH & CEMETERY

HEB GROCERY COMPANY LP

LAURA KECK

FUTURE COMMERCIAL (BY OTHERS)

FUTURE COMMERCIAL (BY OTHERS)

FUTURE COMMERCIAL (BY OTHERS)

8' TRAIL

PHASE 1H
TRAIL = 2,500LF

PHASE 4H
TRAIL = 0LF

PHASE 3H
TRAIL = 2,900LF

AMENITY CENTER

PHASE 2M
TRAIL = 0LF

8' TRAIL

ELEV. 537

FUTURE SCHOOL SITE
13 AC.

8' TRAIL

PHASE 1M
TRAIL = 1,000LF

PHASE 4H
TRAIL = 6,300LF

FLOWAGE EASEMENT

PHASE 1L
TRAIL = 500LF

RYAN SPIRITAS PARKWAY

AMENITY CENTER

8' TRAIL

FS
3 AC.

8' TRAIL

PHASE 1
TRAIL = 3,800 LF

FLOWAGE EASEMENT

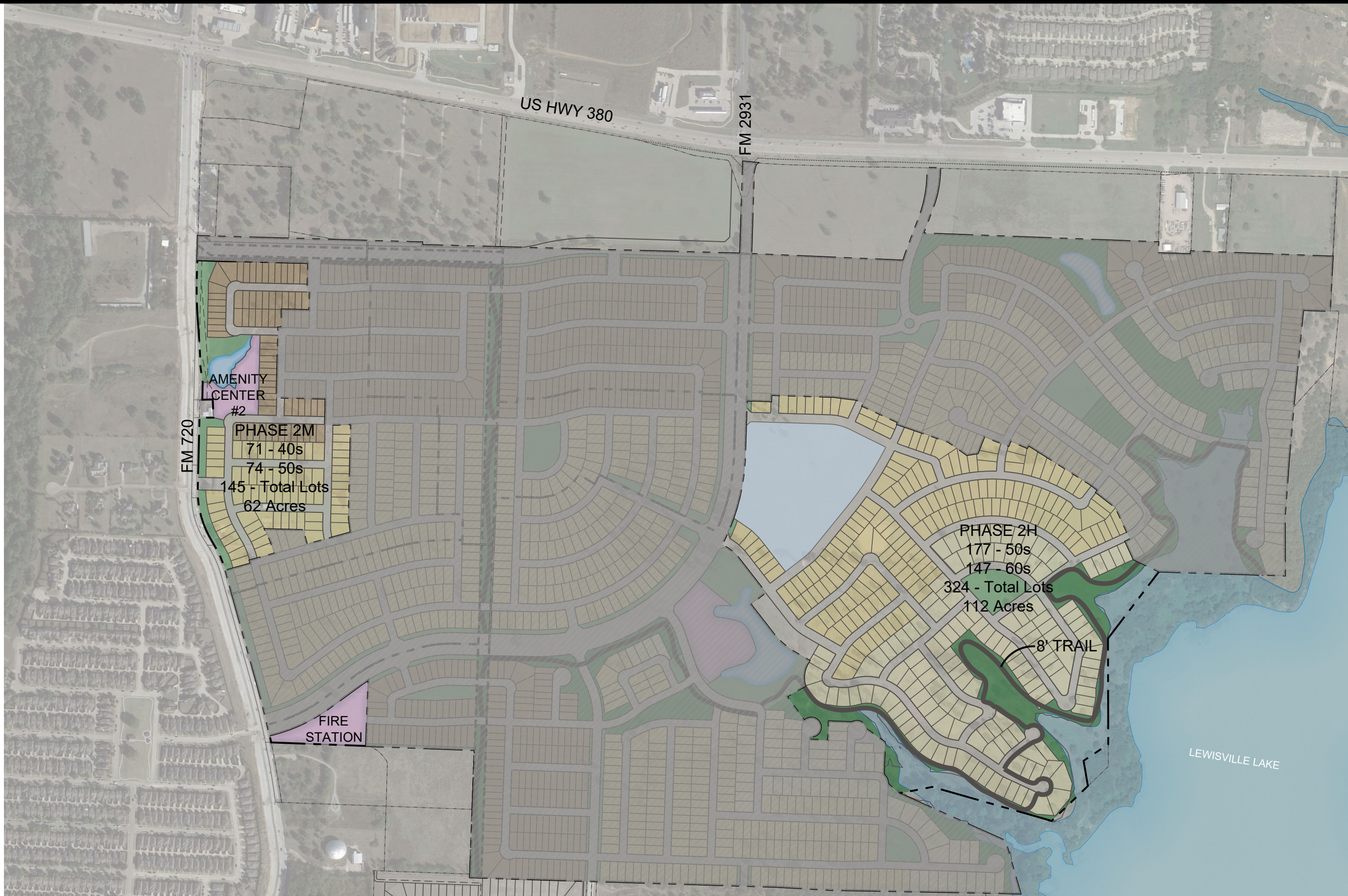
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Exhibit D-3
PHASING PLAN



- 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.

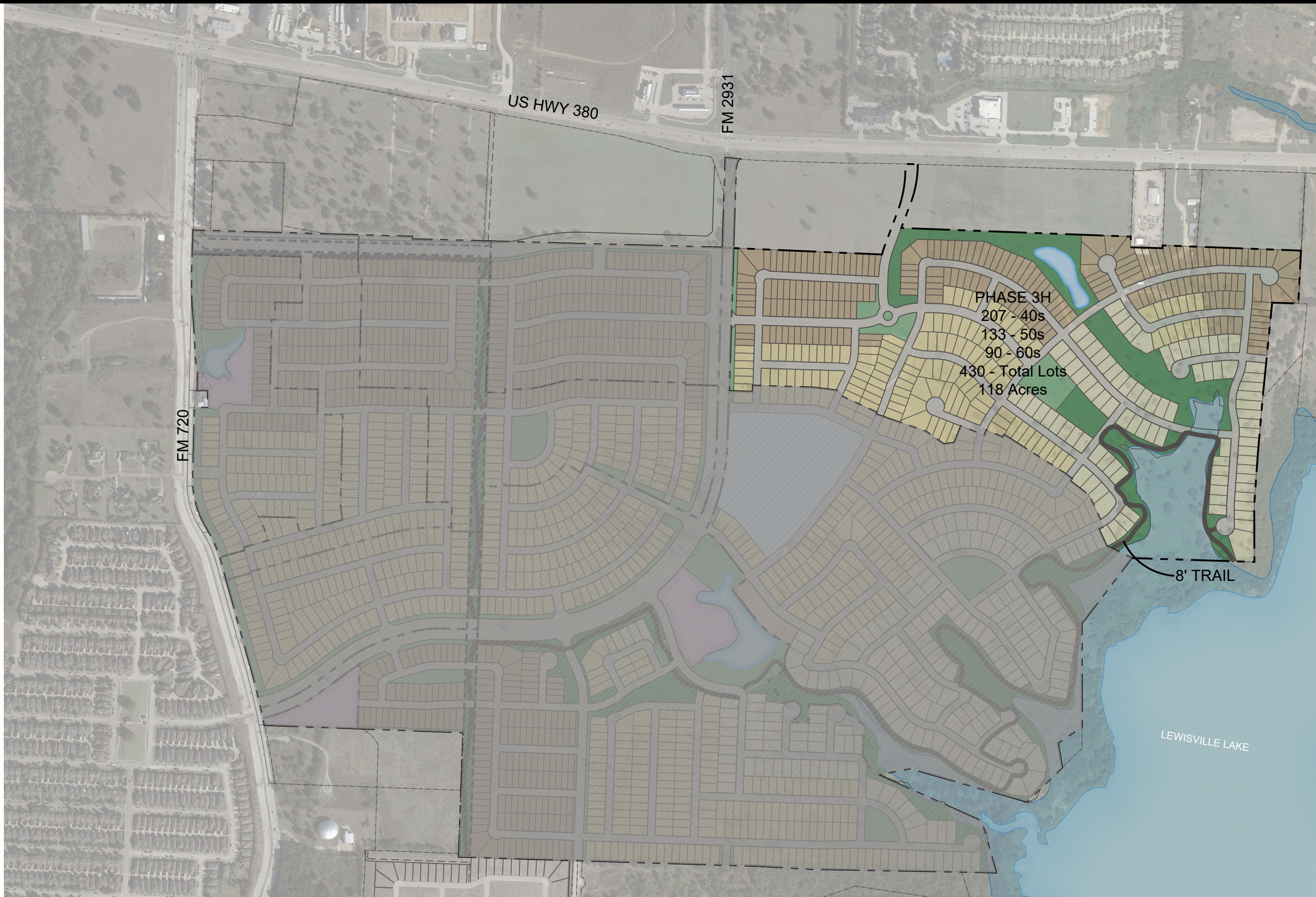
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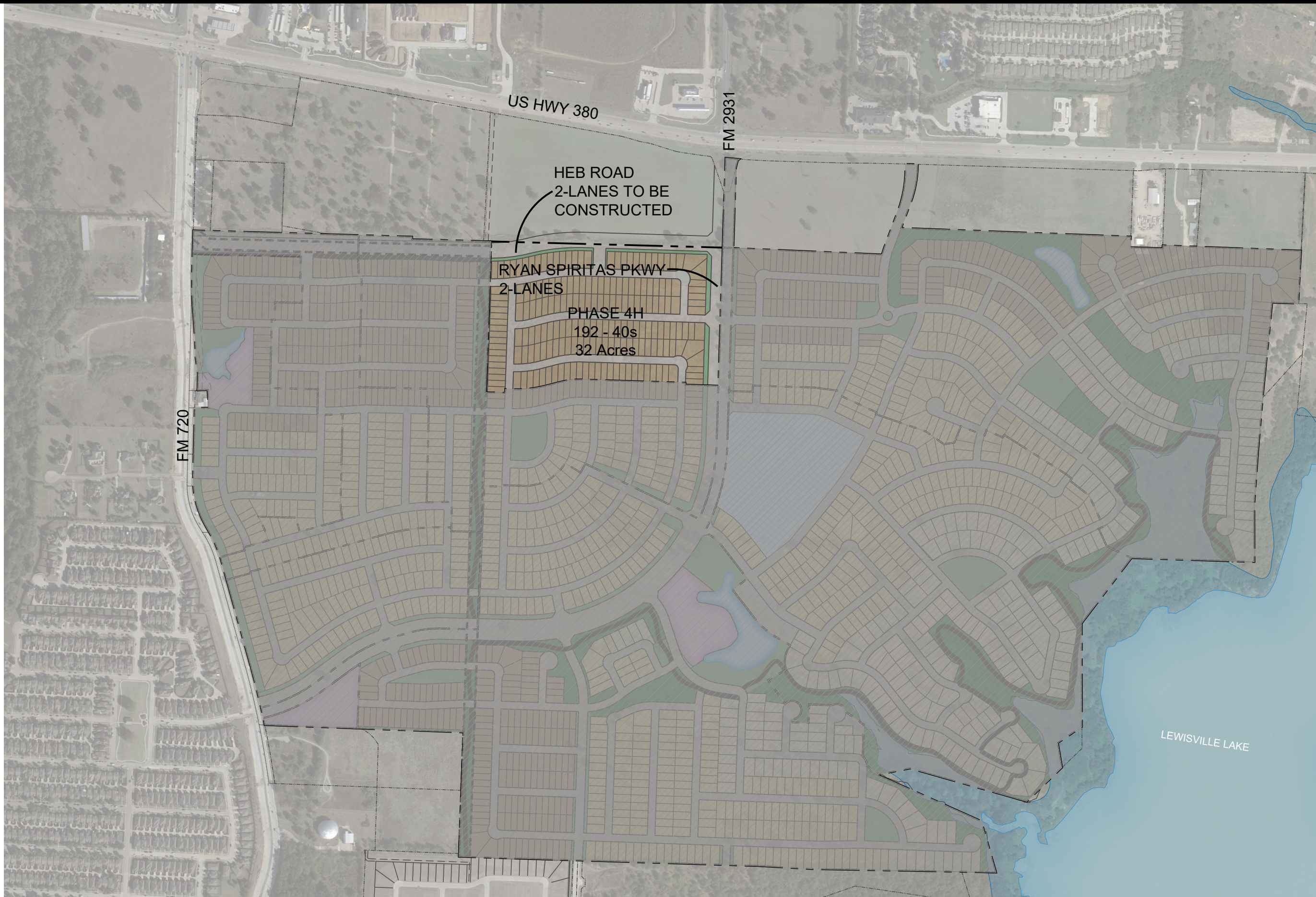
- Notes:
1. Amenity Center #2 to start construction 90 days after the acceptance of Phase 2.
 2. The fire station construction to begin after issuance of 1,250th building permit.

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**SPIRITAS RANCH DEVELOPMENT
TOWN OF LITTLE ELM , DENTON COUNTY, TEXAS**



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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.

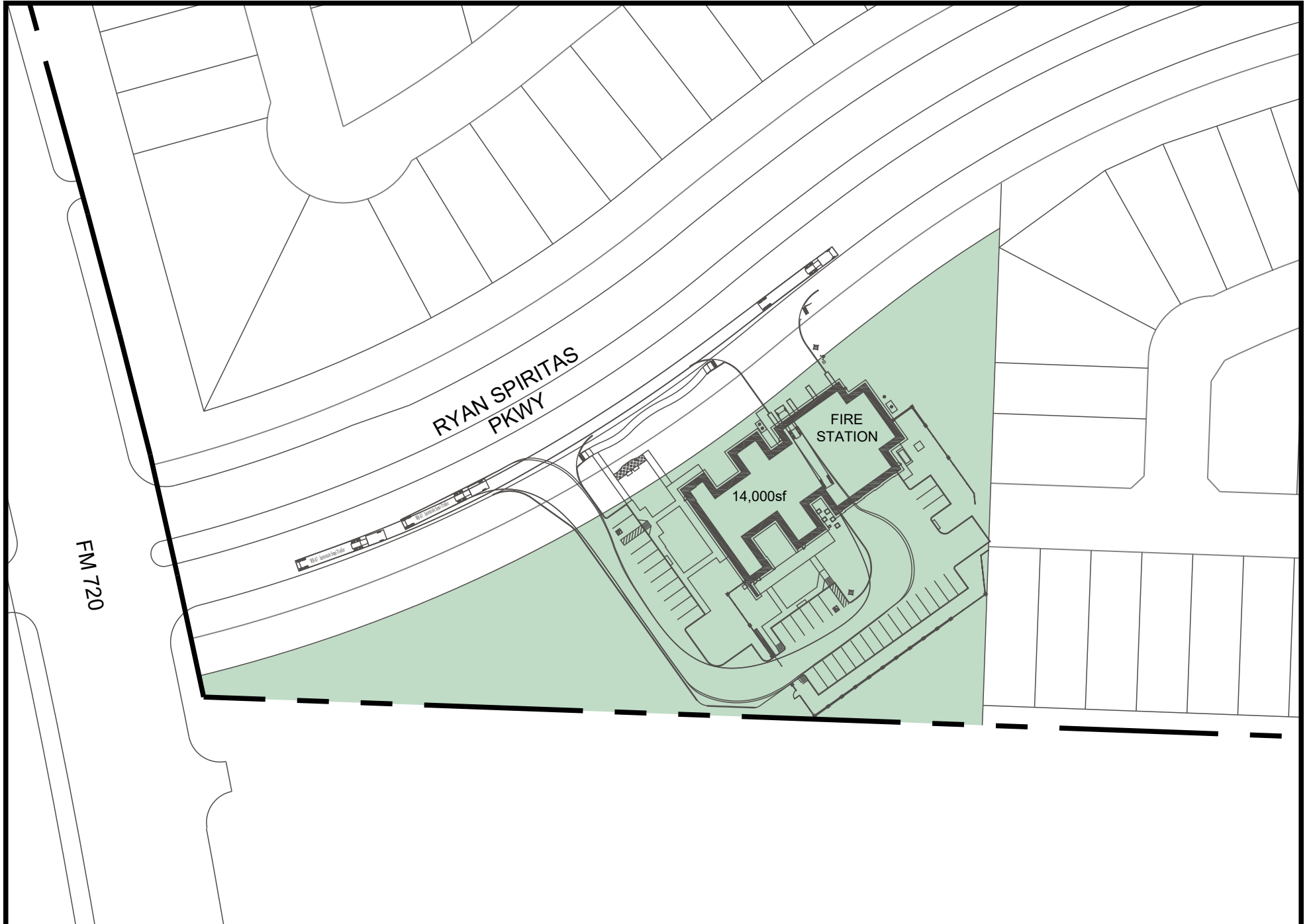
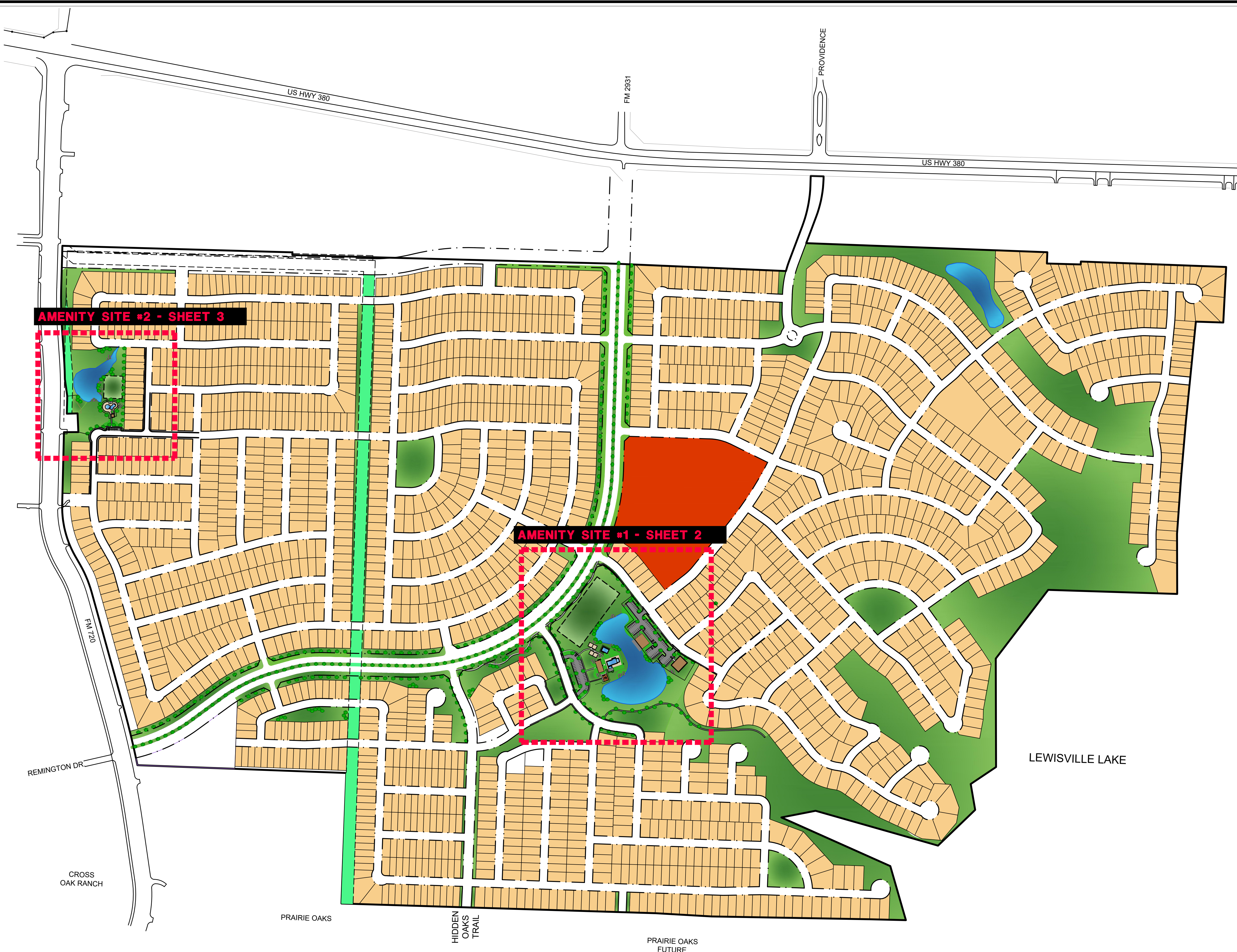


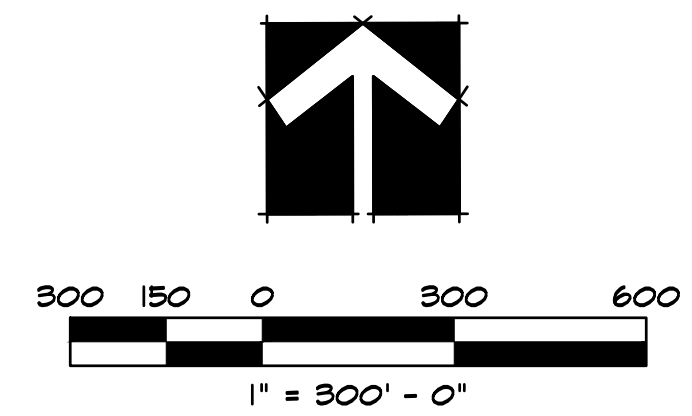
Exhibit F
AMENITY SITES

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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 | 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 |
| 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) | |



STUDIO 13 DESIGN GROUP

Studio 13 Design Group, PLLC.
 386 W. Main Street
 Lewisville, Texas 75057
 469-635-1900
 TBAE Firm #BR643

Spiritas Ranch

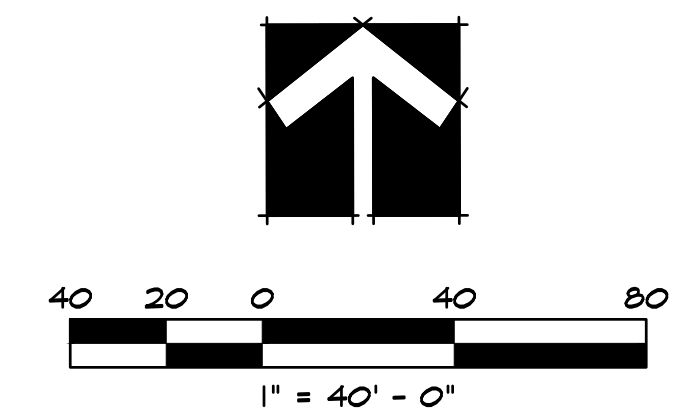
OVERALL SITE

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| 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
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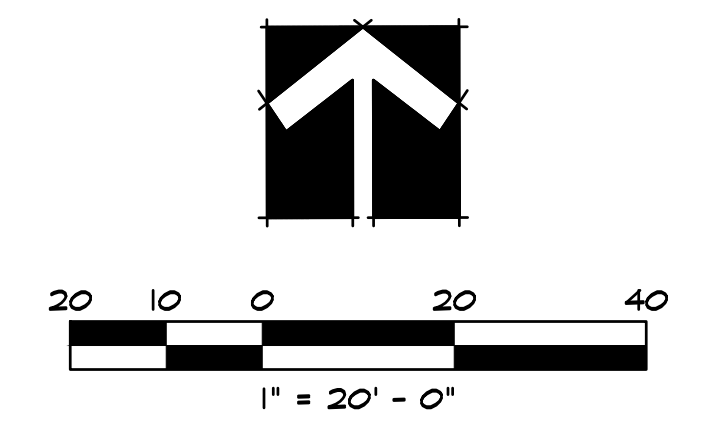
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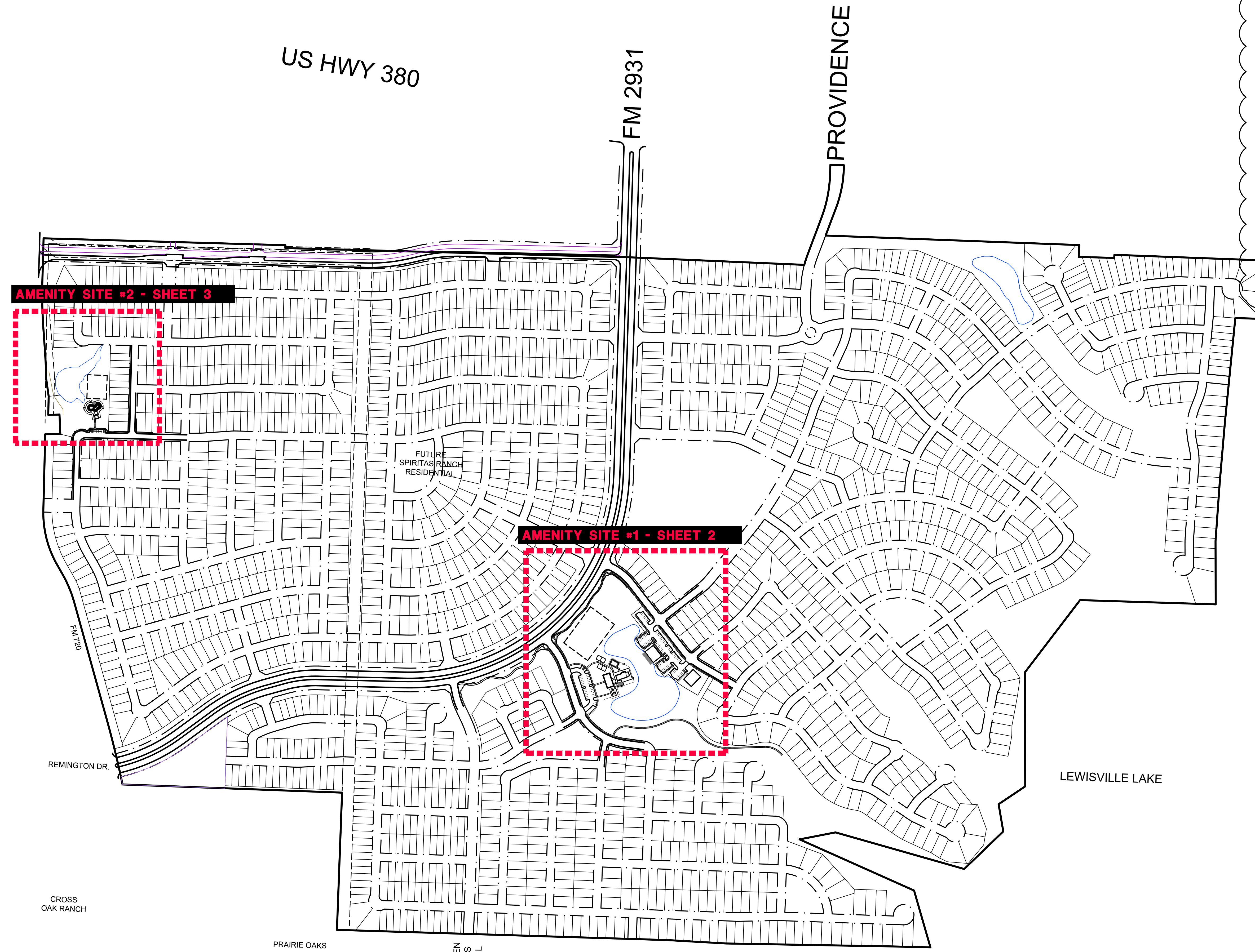
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AMENITY SITE #2
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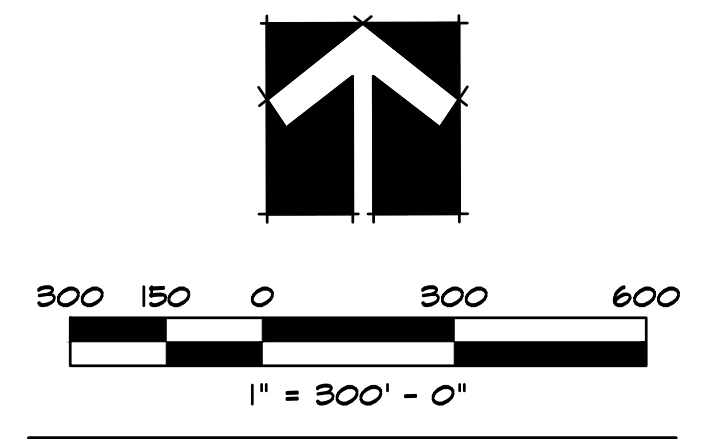


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Spiritas Ranch

OVERALL SITE

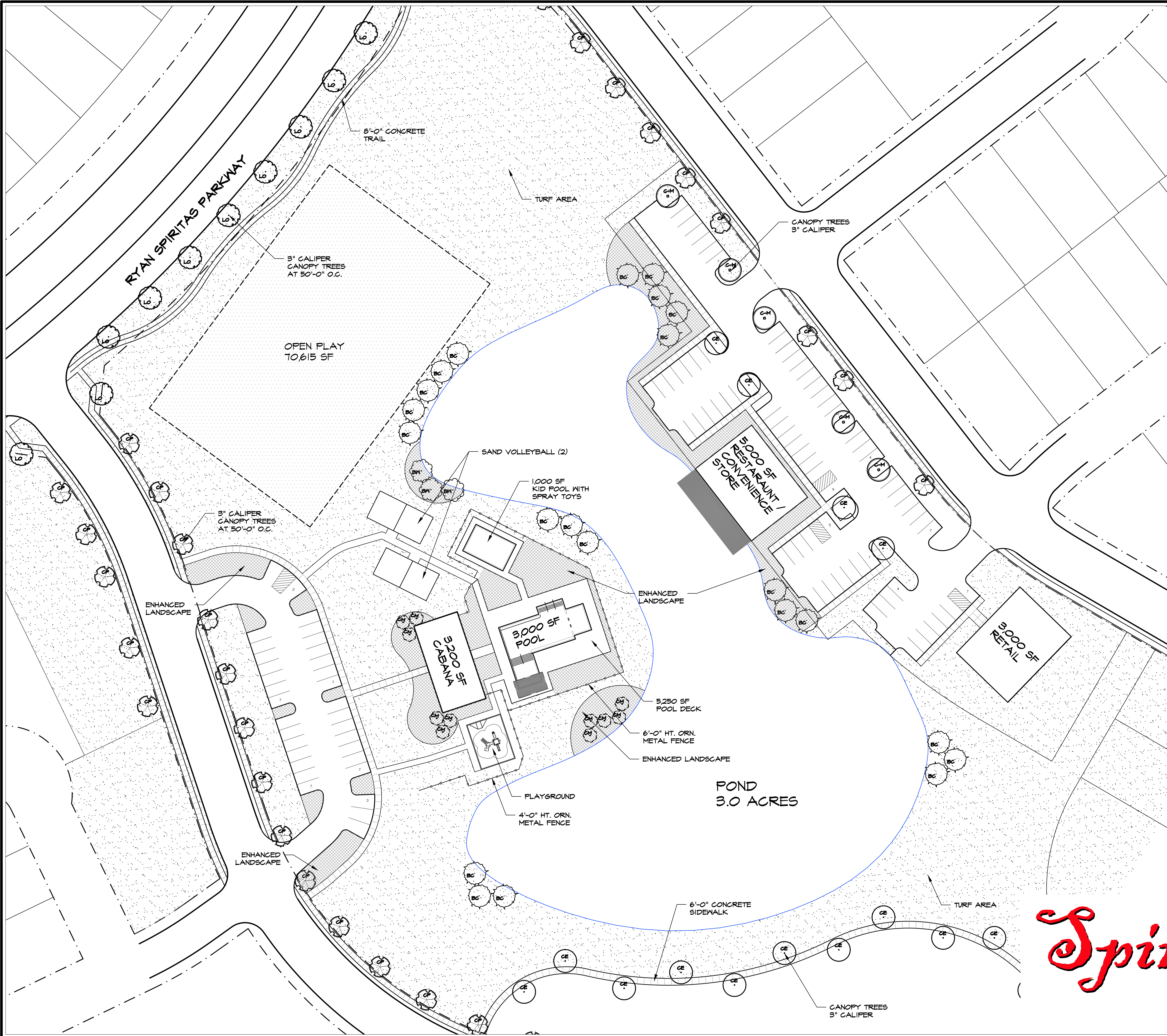


STUDIO 13 DESIGN GROUP

Studio 13 Design Group, PLLC.
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 Lewisville, Texas 75057
 469-635-1900
 TBAE Firm #BR643

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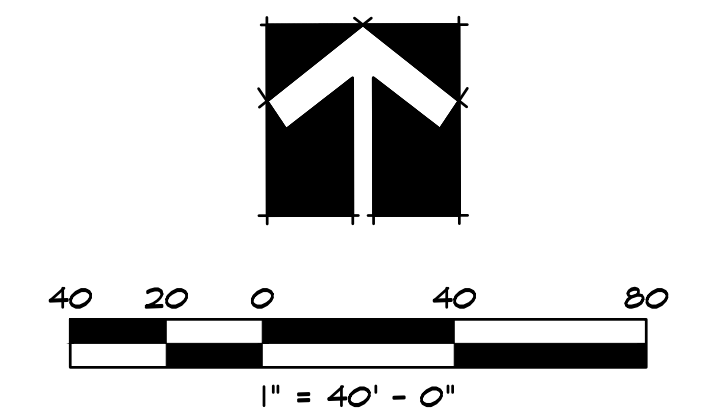
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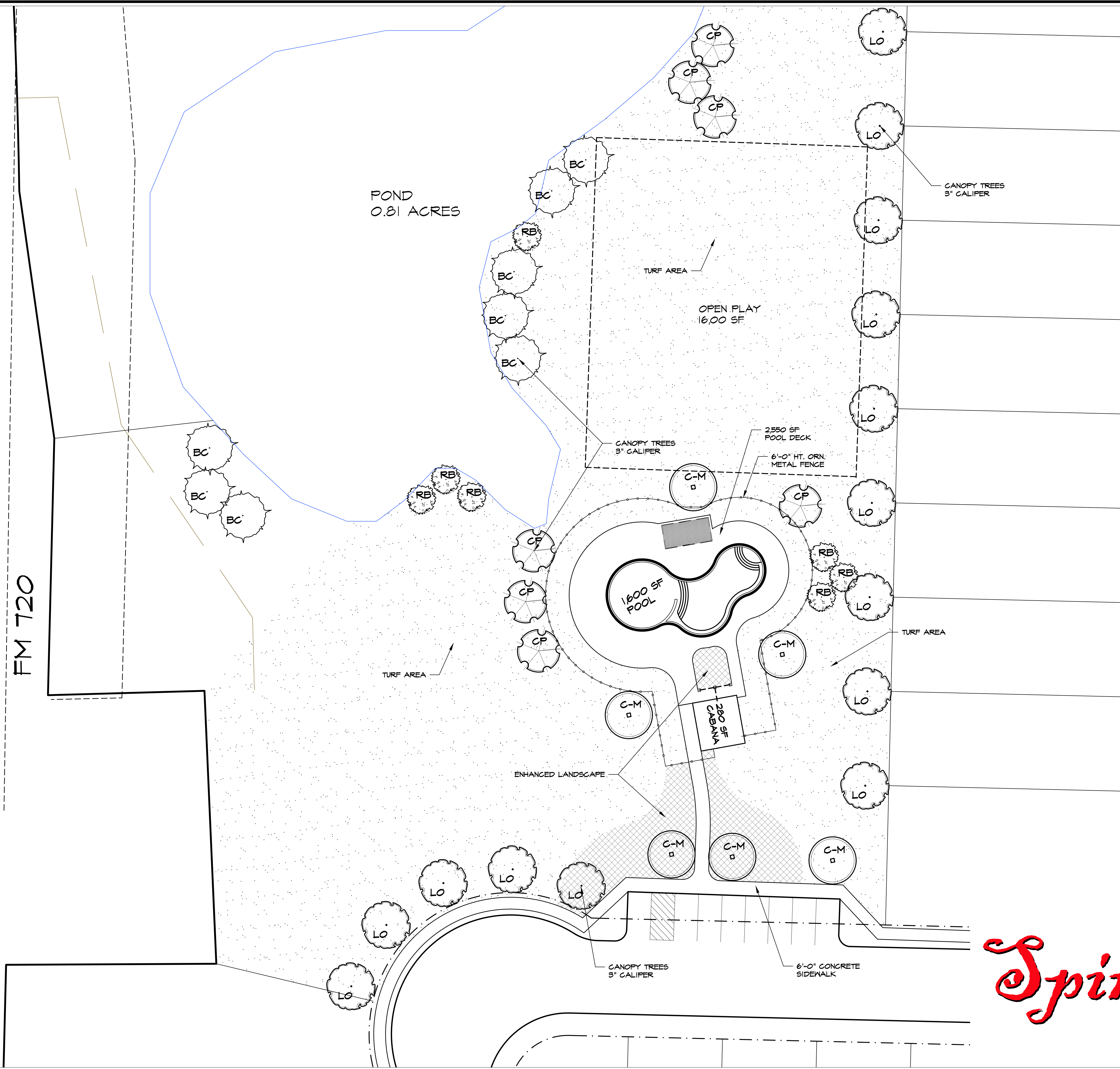
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AMENITY SITE #1
 CONCEPT - SHEET 2

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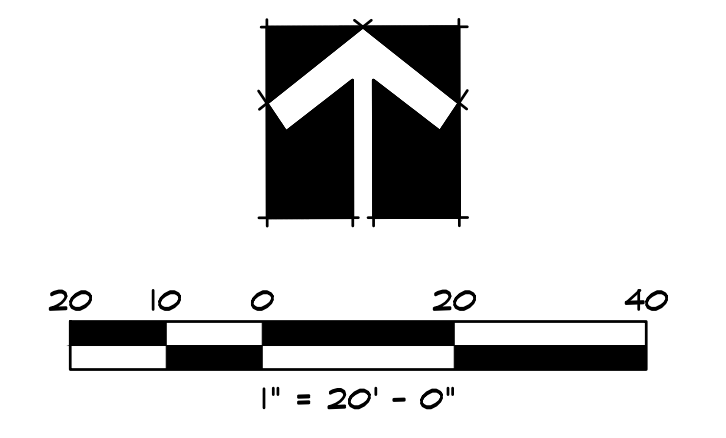
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7. PARKING	
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Spiritas Ranch

AMENITY SITE #2
 CONCEPT - SHEET 3

Exhibit G
HEB ROAD

S:\2019\2019017-00 Spiritas Ranch\CAD\XHIBITS\201901700LP25SpiritasRanch\HEBNewRoad\01252021.dwg Jan 25, 2021 - 10:06 am - charcock

FM 720

FM 2931

TxDOT

LG 720 & 380 LLC

US HWY 380

HEB GROCERY COMPANY LP

LAURA KECK

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.

140' ROW

20' MEDIAN

36' B-B PAV.

36' B-B PAV.

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 received 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

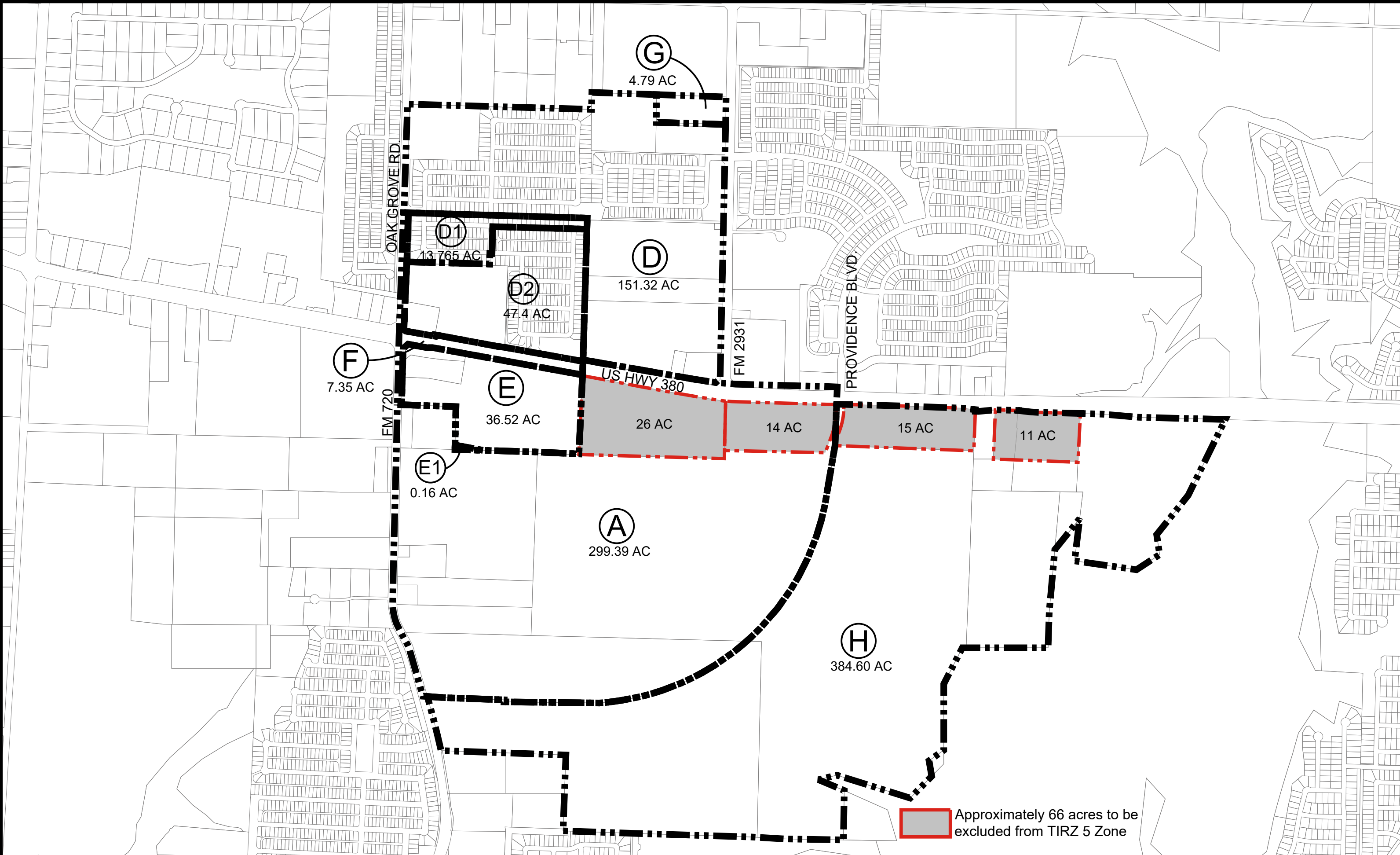
The undersigned is in receipt of the attached Certification for Payment. After reviewing the Certification for Payment, the Certification for Payment is approved and the Trustee is directed to disburse the requested payments from the _____ Account of the Project Fund, in accordance with the Certification 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\20190717-00_Spiritmas Ranch\CAD\EXHIBITS\2019071700L_P08Spirittas TLE TIRZ 5 ZONE 07082020.dwg Jul 08, 2020 - 7:39 pm - charcock



 Approximately 66 acres to be excluded from TIRZ 5 Zone



TOWN OF LITTLE ELM PLANNING & ZONING COMMISSION

09/02/2021

OVERVIEW

Project	PUBLIC HEARING/Cottonwood Crossing Planned Development (PD-21-02028)
P&Z Hearing	09/02/2021
Council Hearing	October 19, 2021
Size	.99 acres
Current Zoning	Light Commercial (LC)
Proposed Use	Retail Center with Restaurant Uses
Existing Use	Undeveloped Land
Future Land Use Plan Designation	Retail and Commercial Use Category
Applicant	Farman Shir, Site Design Collaborative
Owner	Lin Zhang, Little Elm 423 Partners, LP
Strategic Goal	

Agenda Item

PUBLIC HEARING/Cottonwood Crossing Planned Development (PD-21-02028). Public hearing, discussion, and take action on a recommendation 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.

- Staff Report/Applicant Presentation
- Open Public Hearing
- Receive Public Comment
- Close Public Hearing
- Discussion and Recommendation

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.

Planning Analysis

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.

Recommended Action

The proposed development almost fully complies with the standards and requirements of the Light Commercial (LC) zoning district, with the exception fo the landscape buffer and the 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 negatively 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.

Staff recommend approval of the proposed rezoning request as presented, subject to no conditions.

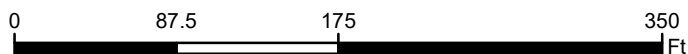
Attachments

Cottonwood Crossing PD - Location Map

Cottonwood Crossing PD - Plans



Little Elm Retail Zoning Change Request



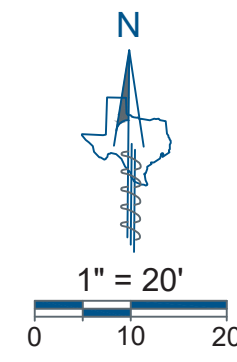
**Town of Little Elm
Denton County, Tx**

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.



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 30.93 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.

SCHEDULE B EXCEPTIONS OF COVERAGE

Subject to the easements as shown on Schedule "B" of the title commitment provided by Stewart Title Guaranty Company with G.F. No. 034109 as listed below:

10(d) Easement granted by Aramko Development, Ltd., a Texas limited partnership, to the Town of Little Elm, dated 06/26/2009, filed 08/24/2009, recorded in ccf# 2009-102459, Real Property Records, Denton County, Texas. **Affects as shown**

10(e) Easement granted by M-MC SC, Ltd., to the Town of Little Elm, Texas, filed 09/09/2011, recorded in ccf# 2011-84791, Real Property Records, Denton County, Texas. **Affects as shown**

10(f) Terms, provisions, conditions, and easements contained in Declaration of Reciprocal Easements and Other Agreements, filed 09/09/2011, recorded in ccf# 2011-84793, Real Property Records, Denton County, Texas, as affected by Declaration Clarifying Properties Subject to Declaration of Reciprocal Easements and Other Agreements filed 12/16/2011, recorded in ccf# 2011-120359, Real Property Records, Denton County, Texas. **Does affect**

10(g) Easement granted by M-MC SC, Ltd., to the Town of Little Elm, Texas, filed 10/20/2011, recorded in ccf# 2011-99858, Real Property Records, Denton County, Texas. **Affects as shown**

10(h) Easement granted by M-MC SC, Ltd. to the Town of Little Elm, filed 09/09/2011, recorded in ccf# 2011-84790, Real Property Records, Denton County, Texas. **Affects as shown**

10(i) Easement granted by M-MC SC, Ltd. to the Town of Little Elm, filed 04/24/2013, recorded in ccf# 2013-48652, Real Property Records, Denton County, Texas. **Affects as shown**

10(j) Easement granted by M-MC SC, Ltd. to Little Elm 423 Medical Center LLC, filed 04/24/2013, recorded in ccf# 2013-48654, Real Property Records, Denton County, Texas. **Affects as shown**

10(k) Easement granted by Little Elm FM 423 Medical Center LLC to Denton County Electric Cooperative d/b/a CoServ Electric, filed 07/03/2013, recorded in ccf# 2013-82102, Real Property Records, Denton County, Texas. **Affects as shown**

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

- 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.
- The bearings shown on this survey are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).
- The approximate location of the Underground Utilities as shown on this survey was derived from above ground observation and Utility markings. 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.
- 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.

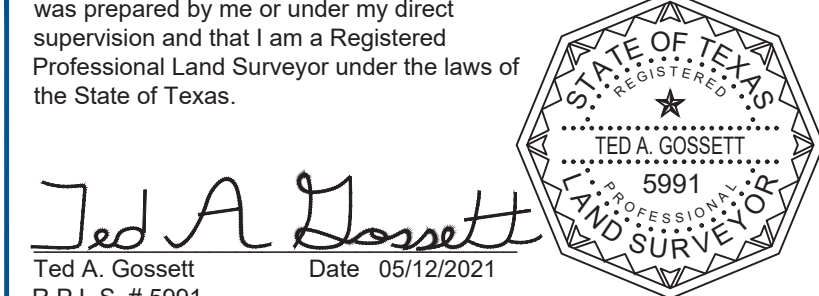
LINE	BEARING	DISTANCE
L1	S 56°22'43" E	13.74'

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
- () 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
- E Electric Box
- Water Meter
- Light Pole
- Water Valve
- Electric Utility Mark
- Fire Hydrant
- Gas Utility Mark
- Fire Valve
- Sanitary Manhole
- Telecommunications Vault
- Storm Drain Manhole
- Fiber Optics Utility Mark
- Building
- Concrete
- Buried Cable Sign

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.

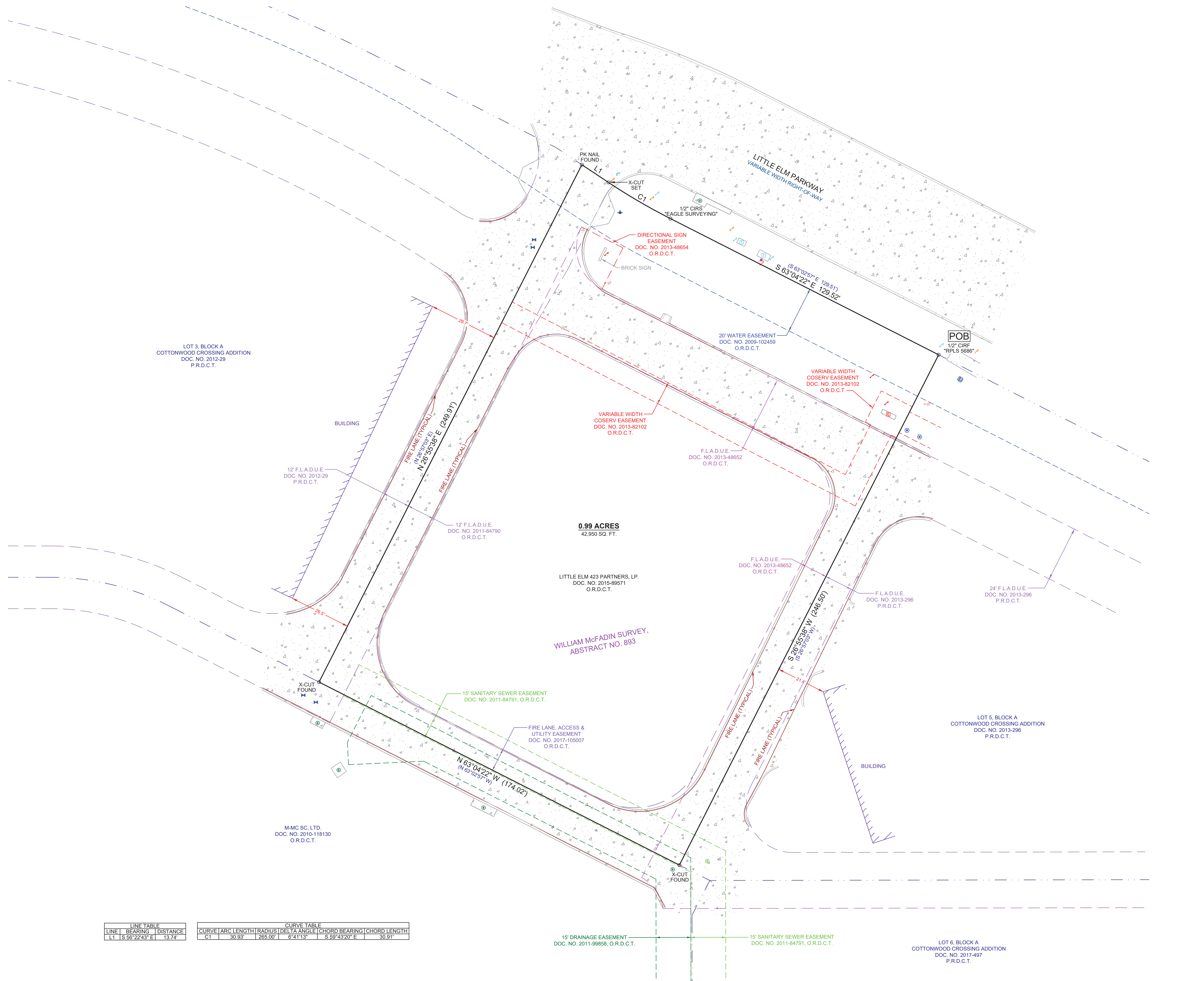


Ted A. Gossett
 Ted A. Gossett Date 05/12/2021
 R.P.L.S. # 5991

JOB NUMBER
2104.067-02
 DATE
05-12-2021
 REVISION
-
 DRAWN BY
CHM



Eagle Surveying, LLC
 210 South Elm Street
 Suite: 104
 Denton, TX 76201
 940.222.3009
 www.eaglesurveying.com
 TX Firm # 10194177



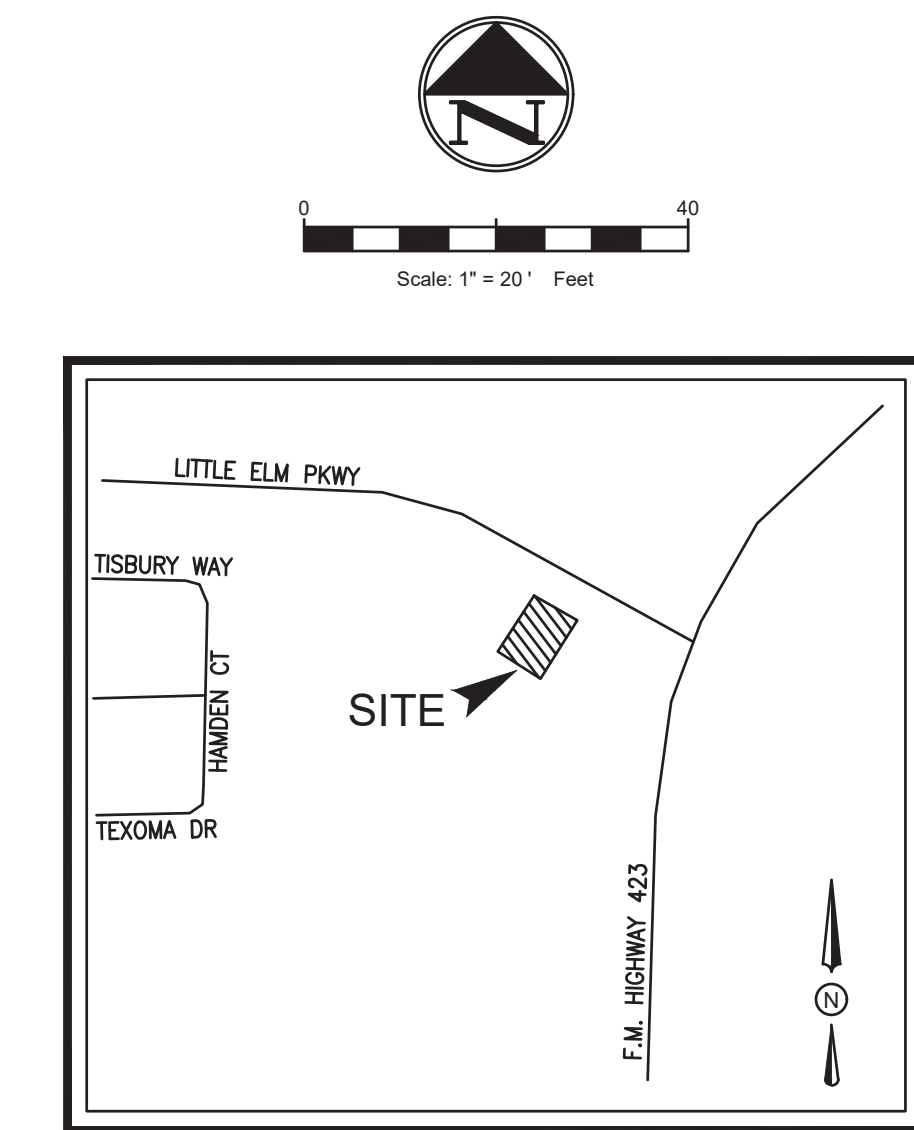
BOUNDARY LINE DATA		
LINE NO.	BEARING	DISTANCE
L1	S 56°22'43" E	13.74'

CURVE DATA					
CURVE NO.	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DISTANCE
C1	265.00'	30.93'	6°41'13"	S 59°43'20" E	30.91'

LOT 4, BLOCK A, COTTONWOOD CROSSING ADDITION
WILLIAM MCFADIN SURVEY, ABSTRACT NUMBER 893
0.99 ACRES (42,950 S.F.)

EXISTING LEGEND					
DOC. NO.	Document Number	Electric Box	Water Meter	Building	
O.R.D.C.T.	Official Record, Denton County, Texas	Light Pole	Water Valve	Concrete	
P.R.D.C.T.	Plat Record, Denton County, Texas	Electric Utility Mark	Fire Hydrant	Fire Valve	
F.F.	Flooded Floor	Gas Utility Mark	Fire Valve	Fire Valve	
F.L.A.D.U.E.	Fire Lane, Access Drainage & Utility Easement	Sanitary Manhole	Telecommunications Vault	Buried Cable Sign	
		Storm Drain Manhole	Flow Control Utility Mark		

SITE LEGEND	
CONCRETE CURB	
SAW-CUT LINE	
STRIPING	
PARKING SPACES	
HANDICAP LOGO	
HANDICAP SIGN	
RAMP	
BOLLARD	
TRAFFIC ARROW	
DUMPSTER	
SANITARY SEWER MANHOLE	
SANITARY SEWER CLEANOUT	
SANITARY SEWER DOUBLE CLEANOUT	
SANITARY SEWER SAMPLE PORT	
GREASE TRAP	
DOMESTIC WATER METER	
IRRIGATION METER	
GAS METER	
TRANSFORMER	



SITE DATA SUMMARY TABLE	
SITE ACREAGE:	0.99 ACRES (42,950 S.F.)
EXISTING ZONING:	LIGHT COMMERCIAL (LC)
PROPOSED ZONING:	PLANNED DEVELOPMENT - LC (PD-LC)
PROPOSED USE:	COMMERCIAL (RESTAURANT & RETAIL)
BUILDING AREA:	6,700 TOTAL BUILDING S.F. = 2,857 S.F. REST. + 3,843 S.F. RETAIL + 62 S.F. FIRE RISER
NUMBER OF STORIES:	1
BUILDING HEIGHT:	125'-8"
BUILDING COVERAGE:	16%
FLOOR AREA RATIO:	0.16
LANDSCAPE AREA REQUIRED:	2,019 S.F. (10% OF VUA)
LANDSCAPE AREA PROVIDED:	6,399 S.F. (31.6%)
REGULAR PARKING REQUIRED:	48 SPACES
RESTAURANT - 1 SP PER 100 S.F.	29 SPACES
RETAIL - 1 SP PER 200 S.F.	19 SPACES
REGULAR PARKING PROVIDED:	46 SPACES
HANDICAP PARKING REQUIRED:	3 SPACES (1 VAN ACCESSIBLE)
HANDICAP PARKING PROVIDED:	3 SPACES (1 VAN ACCESSIBLE)
TOTAL PARKING PROVIDED:	49 SPACES

- SITE KEY NOTES**
- SP1 CONCRETE CURB PER DETAIL ON SHEET C-604.
 - SP8 TAPER CURB TO MATCH EXISTING.
 - SP10 MATCH EXISTING PAVEMENT ELEVATION.
 - SP14 LANDSCAPE AREA. (PER LANDSCAPE PLANS)
 - SP16 CONCRETE SIDEWALK. PER DETAIL ON SHEET C-604.
 - SP17 SIDEWALK RAMP @ 8.33% MAX. PER DETAIL ON SHEET C-602. (TYPICAL PER LOCAL CODES)
 - SP18 DETECTABLE WARNING. PER DETAIL ON SHEET C-602.
 - SP21 GUARD POST.
 - SP29 5" REGULAR DUTY CONCRETE PAVING (PER GEOTECH)
 - SP30 7" HEAVY DUTY CONCRETE PAVING (PER GEOTECH)
 - SP36 PARKING SPACE STRIPING. (SEE PLAN FOR DIMENSIONS)
 - SP38 ACCESSIBLE PARKING SPACE. PER DETAIL ON SHEET C-602.
 - SP39 VAN ACCESSIBLE PARKING SPACE. PER DETAIL ON SHEET C-602.
 - SP43 ACCESSIBLE / VAN ACCESSIBLE PARKING SIGN. PER DETAIL ON SHEET C-602.
 - SP44 TRASH DUMPSTER ENCLOSURE. REF. ARCHITECTURAL PLANS FOR DETAIL.
 - SP46 TRAFFIC FLOW ARROW. (TYP.) PER DETAIL ON SHEET C-602.
 - SP49 EXISTING FIRE LANE STRIPING.
 - SP52 PEDESTRIAN CROSS WALK MARKING.
 - SP69 EXISTING SIGN TO BE REPLACED WITH MULTI-TENANT SIGN WITH "EMERGENCY" DIRECTIONAL SIGN.
 - SP73 LIGHT POLE FOUNDATION AND FIXTURE. (SEE LIGHTING PLAN FOR DETAILS)
 - SP78 PROPOSED TRANSFORMER.
 - SP81 EXISTING FIRE HYDRANT.
 - SP82 MENU BOARD AND SPEAKER.



OWNER:
LIN ZHANG
WELONG MARKETING CO., LTD.
1308 CATERPILLAR DR.
IRVINE, TX 75038
817-253-0696

DESIGNED BY: 21 Crockett
DRAWN BY: Suite 150
CHECKED BY: Irvine
SUBMITTED BY: Allen, TX 75013 | CA 92620

DATE: 07/2/2021

JOB NO.: 20210408

SDC
SITE DESIGN COLLABORATIVE

LITTLE ELM RETAIL
2750 LITTLE ELM PARKWAY
DENTON COUNTY,
LITTLE ELM, TX 75088
LOT 4, BLOCK A, COTTONWOOD CROSSING ADDITION
WILLIAM MCFADIN SURVEY, ABSTRACT NUMBER 893
0.99 ACRES (42,950 S.F.)

CONCEPT PLAN

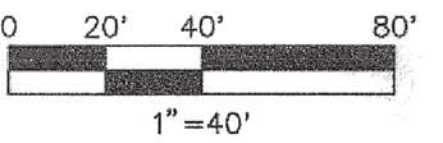
PRELIMINARY
FOR INTERIM REVIEW ONLY
NOT TO BE USED FOR
CONSTRUCTION OR
BIDDING PURPOSES

SHEET NO.
C-201

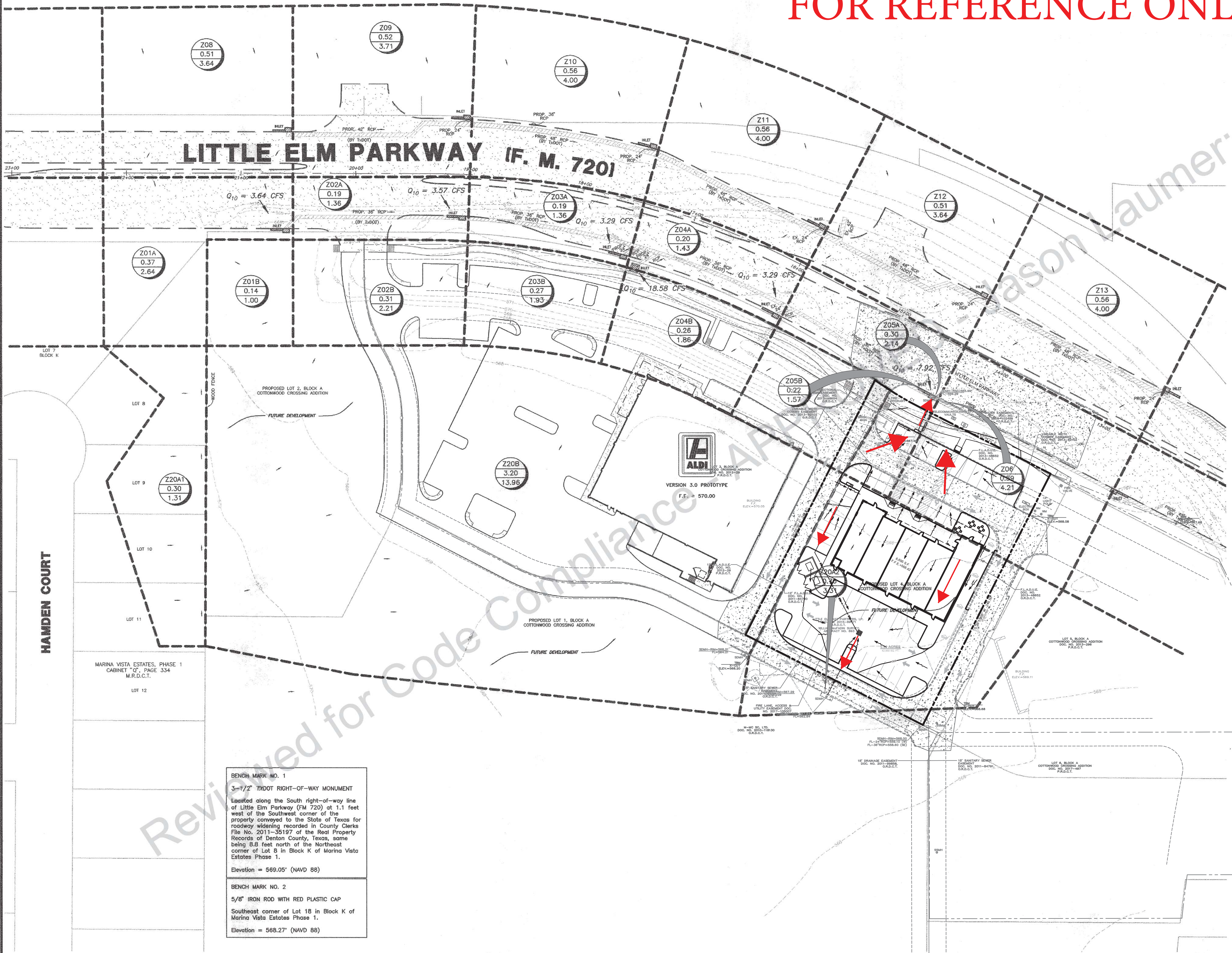


FOR REFERENCE ONLY

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



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, same 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

BURGER ENGINEERING
 Civil Consultants

17103 Preston Road, Suite 180N
 Dallas, Texas 75248
 Office: 972.630.3360 Fax: 972.630.3380
 TBPE F-12997

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
BMB	JAC	2/09/11	1"=40'	D.P.	907-902 DAMAP	C-6.1



Scale: 1" = 20' Feet

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	3 gal	Cont.		30" o.c.	101
	CO	Chaenomeles speciosa 'Orange Storm' TM / Double Take Orange Storm Flowering Quince	3 gal	Cont.		36" o.c.	57
	IB	Ilex cornuta 'Burfordii Nana' / Dwarf Burford Holly	---	Cont.		36" o.c.	58
	PH	Pennisetum alopecuroides 'Hamelii' / Hameln Fountain Grass	3 gal	Cont.		30" o.c.	58
	RS	Rhapholepis indica 'Snow White' / Snow White Indian Hawthorn	3 gal	Cont.		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" INCOLOR. (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
1 TREE IN TREE GRATE PER 1,000 OF BUILDING	7,004 SF OF BUILDING = 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:	DATE: 04/13/2021
DRAWN BY:	SUBMITTED BY:
CHECKED BY:	MARK:
DATE: 04/13/2021	DATE:

SDC
 SITE DESIGN COLLABORATIVE
 JOB NO.: 20210408

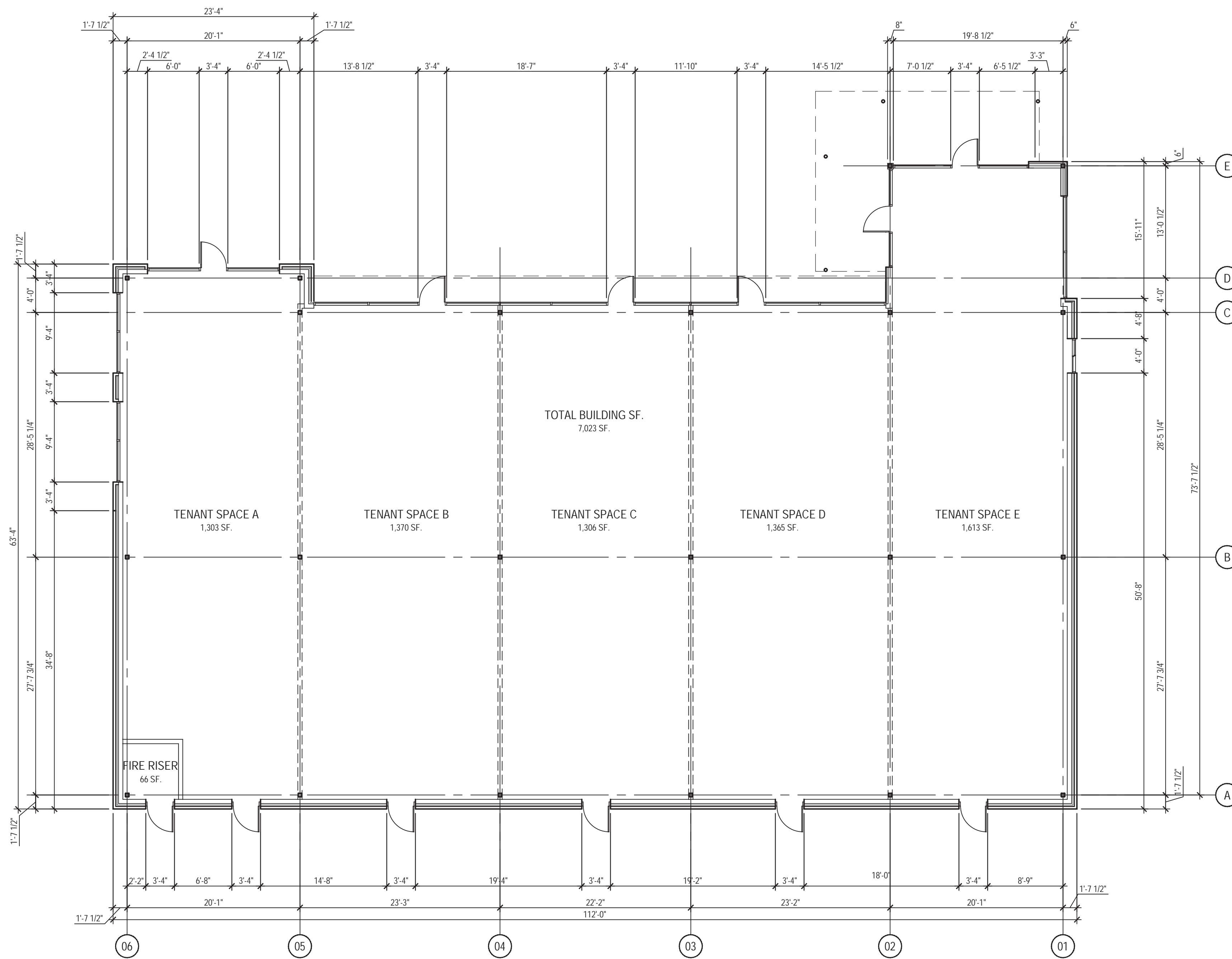
1333 W. McDermott Dr. 21 Crockett
 Suite 150 Irvine
 Allen, TX 75013 CA 92620

LANDSCAPE PLAN

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

SHEET NO.
LP-1





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 APPROVAL, PERMIT, OR CONSTRUCTION. RELEASED UNDER THE AUTHORITY OF NICHOLAS K. CADE, TBAE LICENSE #9301

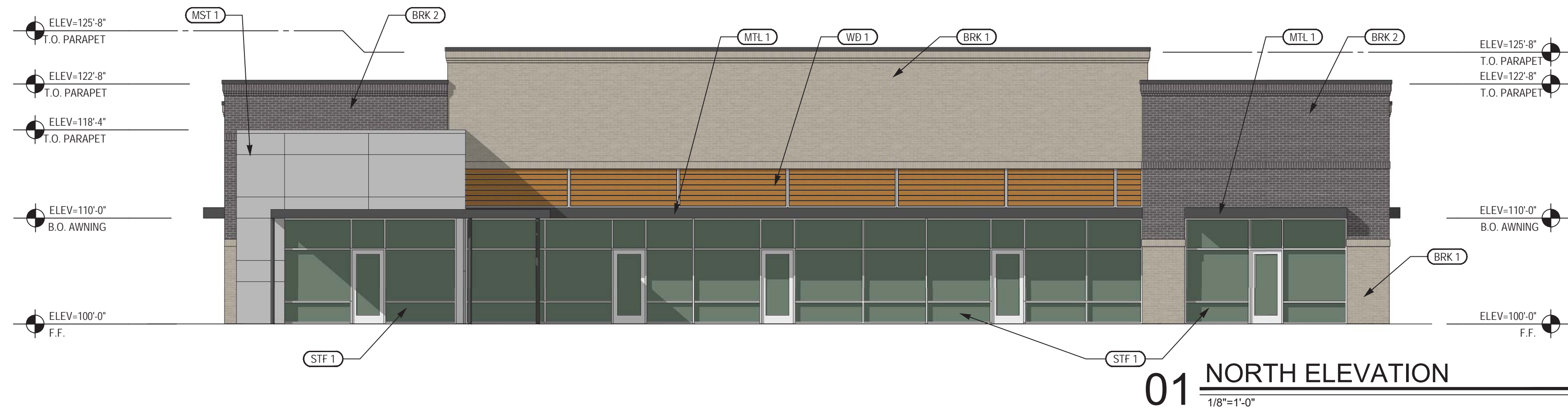
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FLOOR PLAN

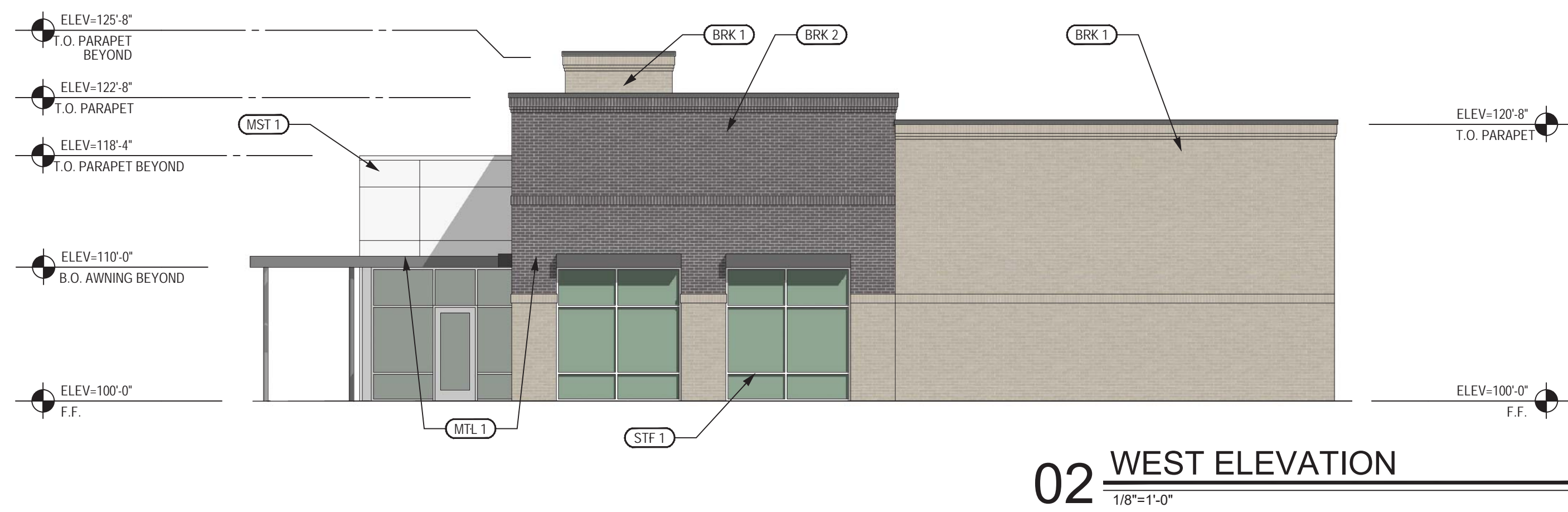
A2.01

EXTERIOR FINISH SCHEDULE

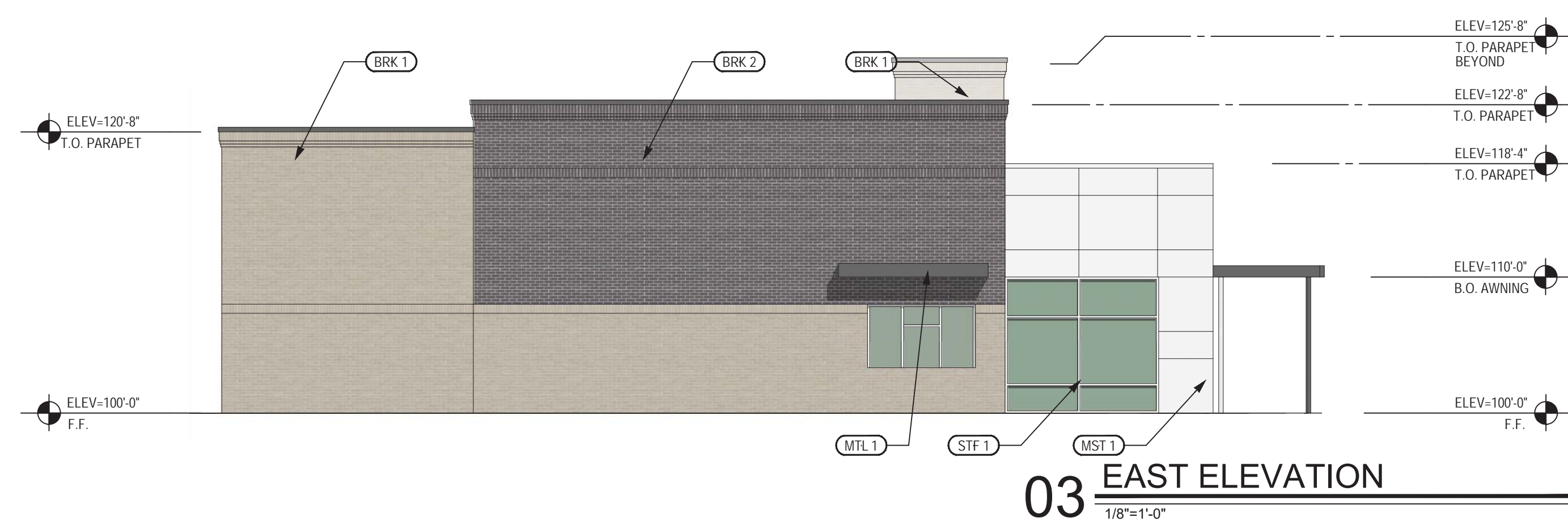
KEY	DESCRIPTION	LOCATION	COLOR
BRK 1	MODULAR BRICK	EXTERIOR WALLS	TBD
BRK 2	MODULAR BRICK	EXTERIOR WALLS	TBD
MST 1	MANU. STONE TILE	TENANT SPACE E	TBD
MTL 1	METAL AWNING	VARIOUS LOCATIONS	TBD
PT 1	PAINT	REAR DOORS	TBD
STF 1	ALUMINUM STOREFRONT	ALL TENANT SPACES	CLEAR ALUMINUM



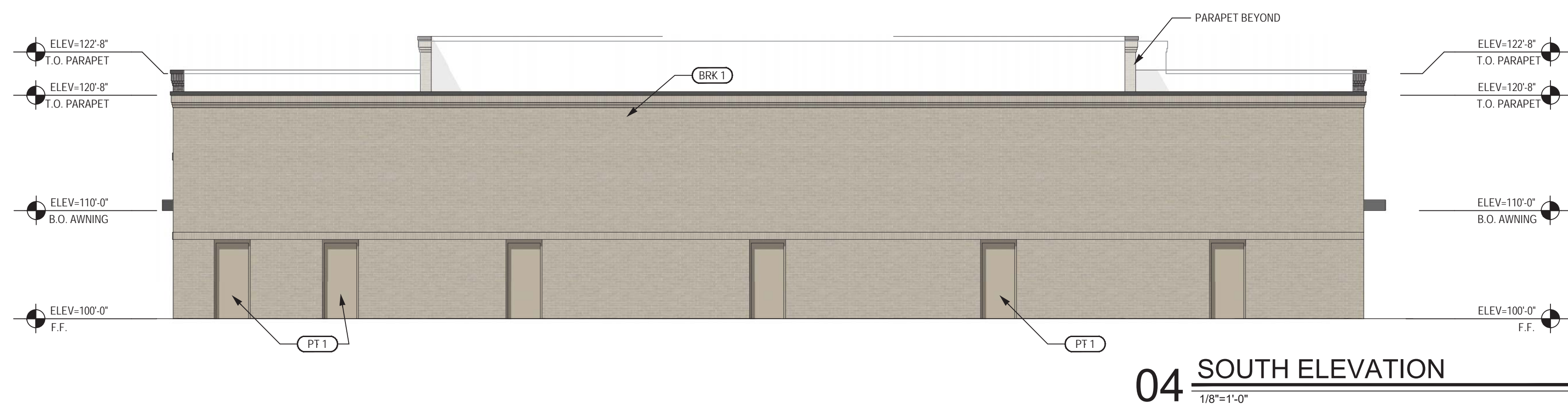
MATERIAL	SQUARE FOOTAGE	PERCENTAGE
BRICK	1,196 SF.	69%
MANUFACTURED STONE	211 SF.	12%
SYNTHETIC WOOD	234 SF.	13%
METAL AWNING	93 SF.	6%
CLASS A MATERIAL		81%



MATERIAL	SQUARE FOOTAGE	PERCENTAGE
BRICK	1,122 SF.	92%
MANUFACTURED STONE	85 SF.	7%
METAL AWNING	19 SF.	1%
CLASS A MATERIAL		99%



MATERIAL	SQUARE FOOTAGE	PERCENTAGE
BRICK	1,268 SF.	87%
MANUFACTURED STONE	167 SF.	11%
METAL AWNING	18 SF.	2%
CLASS A MATERIALS		98%



MATERIAL	SQUARE FOOTAGE	PERCENTAGE
BRICK	2,127 SF.	100%
CLASS A MATERIALS		100%

DATE	DESCRIPTION

PRELIMINARY
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NCA JOB #: 21016

EXTERIOR ELEVATIONS

A3.01



TOWN OF LITTLE ELM PLANNING & ZONING COMMISSION

09/02/2021

OVERVIEW

Project	PUBLIC HEARING/Zoning Map Amendment
P&Z Hearing	09/02/2021
Council Hearing	October 19, 2021
Size	4.02 acres
Current Zoning	Agriculture (AG)
Proposed Use	Retail/Commercial and Residential
Existing Use	Undeveloped Land
Future Land Use Plan Designation	Retail and Commercial Use Category
Applicant	Town of Little Elm
Owner	Town of Little Elm and BKDK, LP
Strategic Goal	

Agenda Item

PUBLIC HEARING/Zoning Map Amendment. Public hearing, discussion, and take action on a recommendation regarding 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).

- Staff Report/Applicant Presentation
- Open Public Hearing
- Receive Public Comment
- Close Public Hearing
- Discussion and Recommendation

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).

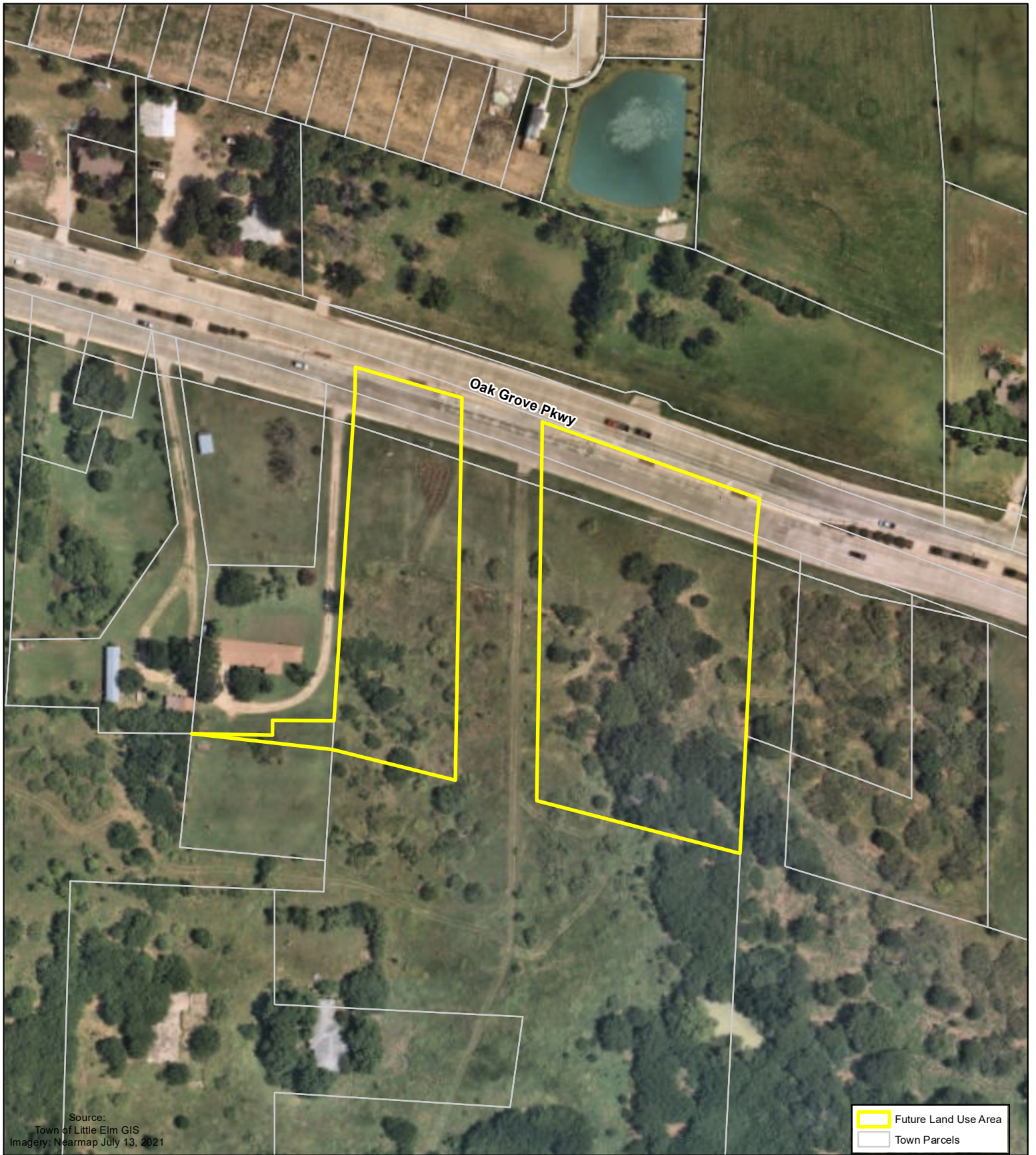
Additionally, if approved, the proposed Ladera PD rezoning would alter a small portion of the area currently identified by the Future Land Use Plan, from retail/commercial to residential. Given the recent West Side Study identifying the Town's vision for this area in general as primarily low density residential, Staff is proposing to amend the FLUP to reflect the future residential use.

Recommended Action



If the Ladera PD rezoning request is approved, Staff is recommending the Planning and Zoning Commission approve the proposed zoning map and FLUP amendments as proposed.

Attachments

Zoning Map Amendment - Location Map

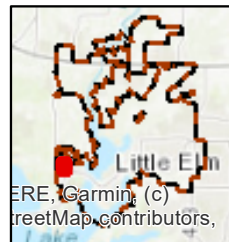
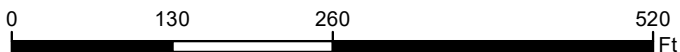


Source:
Town of Little Elm GIS
Imagery: Nearmap July 13, 2021

 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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