LITTLE ELM

WORKSHOP & REGULAR MEETING OF THE TOWN COUNCIL

Tuesday, November 15, 2022
6:00 PM
Little Elm Town Hall
100 W Eldorado Parkway, Little Elm, TX 75068

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

   A. Present and Discuss **Denton County Days.**

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

   A. Invocation.

   B. Pledge to Flags.

   C. Items to be Withdrawn from Consent Agenda.

   D. Emergency Items if Posted.

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

F. **Presentation of Monthly Updates.**
Presentation of monthly updates from department heads: concerning law enforcement activities, municipal court, customer service, emergency medical services, fire department response, fire prevention activities, emergency management, ongoing economic development projects, building permits, code enforcement activities, library activities, human resources updates, information technology report, revenue and expenditure report, street construction status, sanitation services, highway construction status, utility operations, parks and recreation activities, as well as facility and fleet updates.

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

3. **Presentations.**

A. Present **Certificates of Recognition to Little Elm Students Who Have Been Awarded the Presidential Service Award.**

B. Present a **Proclamation Declaring November 2022 as Adopt a Senior Pet Month.**

C. Present a **Proclamation Declaring the Month of November 2022 as Adoption Month.**

D. Present the **2022 Planning Excellence Award.**

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

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

A. Consider Action to Approve the **Minutes from the November 1, 2022, Regular Town Council Meeting.**

B. Consider Action to Award **Bid 2022-20 for an Annual Requirements Agreement for Fire Department Uniforms to Galls, Inc., for an estimated annual expenditure of $50,000.**

C. Consider Action to Award **Bid 2023-01 for an Annual Requirements Contract for Street and Road Repair and Maintenance to Urban Infraconstruction, LLC, in the estimated annual amount of $2,000,000.**

D. Consider Action to **Authorize the Town Manager, Grantee's Authorized Official, to Accept the Fiscal Year 2023 Victim Assistance, General Victim Assistance Direct Services Program Grant Awarded in the amount of $82,680.00 (Application Number 4529001).**

E. Consider Action to Approve the **Lease Addendum to the First Amendment Ground Lease Purchase Agreement between the Little Elm EDC and Village at Lakefront, LLC.**

F. Consider Action to Approve a **Letter of Intent from the Little Elm Economic Development Corporation to La Finca Coffee and Bakery.**

6. **Regular Items.**

A. Present and Discuss the **Appointment of a Town Council Subcommittee for Redistricting.**

B. Continue the Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1689 Regarding a Request to Rezone Approximately 4.159 Acres of Land, Currently Zoned as Lakefront District (LF), in Order to Establish a New Planned Development District Based on Lakefront (LF) District, to Capture Existing Development, and Allow New Commercial and Residential Development with Modified Uses and Development Standards as well as Expand the Existing Daycare Facility.**

Opened Public Hearing on October 18, 2022, at 6:45 p.m.
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1689:

C. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Matt Mahdi Shekari with Lake Shore Plaza LLC.**

D. Continue Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1690 Regarding Establishes a New Specific Use Permit at 14111 King Road, Suite 2100, Approximately 2,114 sq ft. in Size, Currently Zoned as Light Commercial (LC), in Order to Allow for a New Smoking Establishment, with on Premise Sales and Smoking of Hookah Products, as well as the Sale of Alcoholic Beverages for on Premise Consumption Only.**

Opened Public Hearing on November 1, 2022 at 6:30 p.m.
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1690:

E. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1691 Regarding a Request to Rezone Approximately 7.22 Acres of Land, Currently Zoned as Planned Development - Light Commercial (LC) Through Ordinance No. 1526, in Order to Amend the Concept Plan to Allow New Commercial Development with Modified Development Standards.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1691:

F. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and KM 423 Partners LP.**

G. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1692 Regarding a Proposed Text Amendment to Chapter 106, Zoning Ordinance, by Amending Sec. 106.01.14 - Land Use Definitions, in Order to Establish a Definition for "Family".**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1692:

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

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

8. **Reconvene into Open Session**

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

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

9. **Adjourn.**

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

Persons with disabilities who plan to attend this meeting and who may need auxiliary aide of service such as interpreters for the hearing impaired, reader or large print are requested to contact the secretary at 214-975-0452 two days prior to the meeting so appropriate arrangements can be made. **BRAILLE IS NOT PROVIDED.**

Respectfully,

Town Secretary

This is to certify that the above notice was posted on the Town's website this 11th day of November 2022 before 5:00 p.m.

Date:	11/15/2022
Agenda Item #:	1. A.
Department:	Economic Development Corporation
Strategic Goal:	Ensure strong relationship within the community and region
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Present and Discuss **Denton County Days.**

DESCRIPTION:

Denton County Days is designed to acquaint the state's top election decision-makers and key agency officials with the many assets of our county and heighten the overall image and visibility of the North Texas area.

EDC Assistant Director Natasha Roach will give a presentation about the 2023 program.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

Presentation

DENTON COUNTY DAYS

AUSTIN 2023

Town Council Meeting
November 15



Welcome

DENTON COUNTY VISITS THE TEXAS CAPITAL

Denton County Days is designed to acquaint the state's top elected decision-makers and key agency officials with the many assets of our county and heighten the overall image and visibility of the North Texas area.

2023 Dates

3/21/23 Tuesday

3/22/23 Wednesday

<u>Partners:</u>

Denton County Commissioners
Town, City Officials and staff
Chamber of Commerce
Educators

- Breakfast with Legislative Representatives
- Tour the Capital
- Attend Briefings
- Team Appointments with Legislators
- Networking Reception with Legislative Representatives

Program OF EVENTS

Issues and Topics



Participants make pre-assigned calls to the offices of elected officials and state agencies, visiting with and receiving informational briefings from key agency officials and legislative staff. Participants are divided into groups to also deliver Denton County information packets.

Legislative Reception



All elected members of both legislative houses, as well as key state officials, are invited to attend a special reception with Denton County Days participants providing an opportunity to personally meet and discuss pertinent issues with the state's top leadership.

Delegation Breakfast



Wrapping up the visit to Austin, the six-person Denton County legislative delegation and Denton County Commissioners Court provide a brief update to participants over breakfast. Each delegate from Denton County is individually recognized and honored.

V

TRANSPORTATION

Price to reserve a bus for all attending is $7,200.00 for 22 passengers. Bus picks up from Town Hall and drops off at the hotel in Austin. Includes return trip the next day.

VONLANE

Vonlane is a first-of-its-kind luxury motor coach service for Texas travelers. Luxury Charter includes:

- First class attendant
- Complimentary Wi-Fi
- Satellite TV
- Full size restroom and galley
- First class seating with legroom and recline ability
- Complimentary snacks and non-alcoholic beverages



Date:	11/15/2022
Agenda Item #:	3. A.
Department:	Administrative Services
Strategic Goal:	Ensure strong relationship within the community and region
Staff Contact:	Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Present **Certificates of Recognition to Little Elm Students Who Have Been Awarded the Presidential Service Award.**

DESCRIPTION:

Mayor Cornelious will present students from Little Elm certificates of recognition for earning the Presidential Service Award.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Date:	11/15/2022
Agenda Item #:	3. B.
Department:	Administrative Services
Strategic Goal:	Ensure strong relationship within the community and region
Staff Contact:	Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Present a **Proclamation Declaring November 2022 as Adopt a Senior Pet Month.**

DESCRIPTION:

Mayor Cornelious will present a proclamation declaring November 2022 as Adopt a Senior Pet Month.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

2022 Adopt a Senior Pet Month

LITTLE ELM

Proclamation

WHEREAS, the ASPCA has created the November National Adopt a Senior Pet Month to heighten awareness of the advantages of adopting a senior pet; and

WHEREAS, puppies and kittens are very cute, but they have much development to do. They can be destructive and hard to train as they go through their childhood and teenage years; and

WHEREAS, older pets are often overlooked and passed over in favor of the more appealing puppies and kittens, putting them at greater risk for euthanasia. Offering haven of a foster home is also a good way to ensure these seniors stay safe while waiting for someone to adopt them; and

WHEREAS, most of these older pets have experienced family life, are socialized, and house trained. They fit into a new family with very little training or coaching and are the most grateful and eager to please their new forever families; and

WHEREAS, first time pet owners may find an older pet much easier to bring into their family, as they have fully developed personalities and will not exhibit behavioral changes that younger pets often do; and

WHEREAS, the Little Elm Shelter is full, as are other shelters throughout the country. When deciding to add a new family member to your home, please always consider adoption from your local shelter or rescue organization first.

NOW, THEREFORE, we declare the month of November 2022 as **Adopt a Senior Pet Month** and implores families in our town to visit the Little Elm Animal Shelter and pick out a Senior best friend.

Given under my hand and Seal of the Town of Little Elm, Texas, this 15th day of November, 2022.

_____

Curtis J. Cornelious, Mayor of Little Elm

Date:	11/15/2022
Agenda Item #:	3. C.
Department:	Administrative Services
Strategic Goal:	Ensure strong relationship within the community and region
Staff Contact:	Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Present a **Proclamation Declaring the Month of November 2022 as Adoption Month.**

DESCRIPTION:

Mayor Cornelious will present a proclamation declaring the month of November 2021 as Adoption Month.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

Proclamation - Adoption Month

LITTLE ELM

Proclamation

WHEREAS, children are key to the nation's future success, prosperity and quality of life; and

WHEREAS, all children and teens deserve a safe, loving family; and

WHEREAS, adoption creates supportive, loving families for children and teens; and

WHEREAS, supportive families can help a child or teen overcome past traumatic experiences and reach their full potential; and

WHEREAS, we must come together as a community to celebrate adoptive families and raise awareness about the number of children and teens who are still waiting; and

WHEREAS, there is always a need for parents who are willing to adopt siblings, older youth and young people with complex medical and behavioral needs; and

WHEREAS, there are numerous individuals, nonprofit organizations and public servants who are dedicated to finding families for children and teens in foster care who are waiting to be adopted; and

WHEREAS, the President of the United States declared the month of November 2022 as National Adoption Month.

NOW, THEREFORE, we declare the month of November 2022 as **Adoption Month** and encourage all Town residents to recognize individuals, nonprofit organizations and public servants who are dedicated to finding families for children and teens.

Given under my hand and Seal of the Town of Little Elm, Texas, this 15th day of November, 2022.

_____

Curtis J. Cornelious, Mayor of Little Elm

Date:	11/15/2022
Agenda Item #:	3. D.
Department:	Administrative Services
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Olga Chernomorets, Planning Manager

AGENDA ITEM:

Present the **2022 Planning Excellence Award.**

DESCRIPTION:

The Certificate of Achievement for Planning Excellence is given by the American Planning Association, Texas Chapter. This award recognizes the Town of Little Elm for their professional planning standards demonstrated by the planning staff and the support exhibited by the Town Council and Planning Commission.

The Town of Little Elm has met all of the Chapter's goals for:

- Increasing awareness of professional planning;
- Recognizing Planning Departments which meet certain professional requirements;
- Enhancing neighborhood and citizen recognition of planning efforts;
- Encouraging the funding of professional training for Commissions and staff; and
- Aiding in economic development and community image.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Date:	11/15/2022
Agenda Item #:	5. A.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Consider Action to Approve the **Minutes from the November 1, 2022, Regular Town Council Meeting.**

DESCRIPTION:

The minutes from the November 1, 2022, regular Town Council meeting are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - November 1, 2022

D R A F T

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

REGULAR TOWN COUNCIL MEETING
TUESDAY NOVEMBER 1, 2022 - 6:00 p.m.

Present: Mayor Curtis J. Cornelious; Council Member Neil Blais; Council Member Jamell Johnson; Council Member Tony Singh; Council Member Jeremy Lukas; Council Member Michael McClellan

Absent: Mayor Pro Tem Lisa Norman

Staff Present: Caitlan Biggs, Director of Administrative Services/Town Secretary; Jennette Espinosa, Executive Director; Joe Florentino, Assistant Town Manager; Matt Mueller, Town Manager; Chad Hyde, Director of Community Services; Deidre Hale, Human Resources Director; Doug Peach, Deputy Town Manager; Fred Gibbs, Director of Development Services; Jason Shroyer, Director of Public Works; Kate Graham, Assistant to the Town Manager; Kelly Wilson, Chief Financial Officer; Paul Rust, Fire Chief; Rebecca Hunter, Purchasing Manager; Robert Brown, Town Attorney; Rodney Harrison, Police Chief

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

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

A. Present **Certificates of Completion for Class 7 of Citizens Government Academy.**

Mayor Cornelious and Town Manager Matt Mueller presented the certificates.

B. Present and Discuss **Options for Christmas Float and Card.**

Town Council gave direction for the snowflake and gingerbread float themes and the Charlie Brown inspired Christmas card.

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

A. Invocation.

Brad Sutton gave the invocation.

B. Pledge to Flags.

C. Items to be Withdrawn from Consent Agenda.

None.

D. Emergency Items if Posted.

None.

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

Council Member Tony Singh will miss the next meeting due to a work obligation. Mayor Pro Tem Lisa Norman missed tonight's meeting due to a work obligation.

F. **Presentation of Monthly Updates.**
Presentation of monthly updates from department heads: concerning law enforcement activities, municipal court, customer service, emergency medical services, fire department response, fire prevention activities, emergency management, ongoing economic development projects, building permits, code enforcement activities, library activities, human resources updates, information technology report, revenue and expenditure report, street construction status, sanitation services, highway construction status, utility operations, parks and recreation activities, as well as facility and fleet updates.

None.

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

None.

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

Julie with CoServ presented a check to Santa's Elves.

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

Motion by Council Member Michael McClellan, seconded by Council Member Jamell Johnson ***to approve the Consent Agenda.***

Vote: 6 - 0 - Unanimously

A. Consider Action to Approve the **Minutes from the October 18, 2022, Regular Town Council Meeting.**

B. Consider Action to Approve a **Professional Services Contract with Signature Automation, LLC for the Design of Improvements to the Town's Supervisory Control and Data Acquisition (SCADA) System in an Amount not to Exceed $246,196.**

C. Consider Action to Approve the **Quarterly Investment Report for the period ending September 30, 2022.**

D. Consider Action to Approve the **Unaudited Quarterly Budget Report** for the Quarter Ending **September 30, 2022**.

E. Consider Action to Approve a **Professional Services Contract with Freese and Nichols, Inc., for the Design of Improvements to the Wastewater Treatment Plant Solids Dewatering System in an Amount not to Exceed $393,200.**

F. Consider Action to Approve **Resolution No. 1101202201 Denying Oncor's Application to Change Rates Within the Town.**

G. Consider Action to Approve a **Two (2) Year Interlocal Agreement with the City of Denton for Landfill Disposal Services for Municipal Solid Waste Disposed of at the Town's Courtesy Drop Site in an Amount not to Exceed $66,500.**

H. Consider Action to Approve a **Development Agreement associated with the Lakefront Residential Overlay District, between the Town of Little Elm and Modica Construction LLC, Property Owner and Developer of 208 East Park Drive.**

I. Consider Action to Award **Bid 2023-03 for Annual Rental and Installation of Special Event Attractions to MacGregor Entertainment, in an estimated amount of $85,000.**

5. Regular Items.

A. Continue the Public Hearing to Present, Discuss, and Consider Action on **Ordinance No. 1687 Accepting and Approving a Service and Assessment Plan and Assessment Roll for the Valencia Public Improvement District No. 2 and Levying Assessments.**

Public Hearing Opened: October 8, 2022 at 6:47 p.m.
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1687

Motion by Council Member Jamell Johnson, seconded by Council Member Michael McClellan ***to approve Ordinance No. 1687.***

Vote: 6 - 0 - Unanimously

Public Hearing Opened: October 8, 2022 at 6:47 p.m.
Receive Public Comments: None
Close Public Hearing: 6:23 p.m.
Take Action on Ordinance No. 1687

B. Present, Discuss, and Consider Action on **Ordinance No. 1688 Approving and Authorizing the Issuance and Sale of the Town of Little Elm, Texas, Special Assessment Revenue Bonds, Series 2022 (Valencia Public Improvement District No. 2 Project); and Approving and Authorizing Related Agreements.**

Bond Counsel gave an update on the sale of the bonds in the attached presentation.

Motion by Council Member Neil Blais, seconded by Council Member Tony Singh ***to approve Ordinance No. 1688.***

Vote: 6 - 0 - Unanimously

C. Continue the Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1689 Regarding a Request to Rezone Approximately 4.159 Acres of Land, Currently Zoned as Lakefront District (LF), in Order to Establish a New Planned Development District Based on Lakefront (LF) District, to Capture Existing Development, and Allow New Commercial and Residential Development with Modified Uses and Development Standards as well as Expand the Existing Daycare Facility.**

Opened Public Hearing on October 18, 2022, at 6:45 p.m.
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1689:

Public Hearing was continued to the November 15, 2022.

Motion by Council Member Michael McClellan, seconded by Council Member Tony Singh ***to continue the public hearing to November 15, 2022.***

Vote: 6 - 0 - Unanimously

D. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Matt Mahdi Shekari with Lake Shore Plaza LLC.**

Motion by Council Member Jeremy Lukas, seconded by Council Member Jamell Johnson ***to postpone to the November 15, 2022 meeting.***

Vote: 6 - 0 - Unanimously

E. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1690 Regarding Establishes a New Specific Use Permit at 14111 King Road, Suite 2100, Approximately 2,114 sq ft. in Size, Currently Zoned as Light Commercial (LC), in Order to Allow for a New Smoking Establishment, with on Premise Sales and Smoking of Hookah Products, as well as the Sale of Alcoholic Beverages for on Premise Consumption Only.**

Open Public Hearing:

Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1690:

Open Public Hearing: 6:30 p.m.
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1690:

Motion by Council Member Neil Blais, seconded by Council Member Michael McClellan ***to continue Public Hearing to the November 15, 2022 meeting.***

Vote: 6 - 0 - Unanimously

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

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

Council entered into Executive Session at 6:30 p.m.

7. Reconvene into Open Session

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

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

Council reconvened into Open Session at 6:55 p.m. No action was taken.

8. Adjourn.

Meeting was adjourned at 6:55 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this 15th day of November 2022.

Date:	11/15/2022
Agenda Item #:	5. B.
Department:	Finance
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Paul Rust, Fire Chief

AGENDA ITEM:

Consider Action to Award **Bid 2022-20 for an Annual Requirements Agreement for Fire Department Uniforms to Galls, Inc., for an estimated annual expenditure of $50,000.**

DESCRIPTION:

This agreement will include fulfillment and delivery of uniform station-wear items and accessories for the Fire Department.
The term of the agreement will be for one (1) year, with up to four (4) annual renewals.

This solicitation was advertised in the local paper and posted on the Town's eProcurement system. Seventy (70) suppliers were notified, with three (3) responding. The lowest responsible bidder is Galls, Inc., of Lexington, KY.

BUDGET IMPACT:

Funding has been identified in the Fire Department budget.
Expenditures will not exceed funds appropriated, and funds will be committed at the issuance of a purchase order.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Tabulation

Town of Little Elm
Bid Tabulation
2022-20 Fire Departmnet Uniforms and Accessories

				Dana Safety Supply, Inc		Galls, LLC		Uniform Solutions, Inc.	
				Ft. Worth, TX		Lexington, KY		Carrollton, TX	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	5 color LEFD logo left upper chest and 2 line right chest name and rank Approximately 10 per year	10	EA	No Bid		$55.07	$550.70	$59.99	$599.90
2	5 color LEFD logo left upper chest and 2 line right chest name and rank Approximately 15 per year	15	EA	No Bid		$51.47	$772.05	$53.99	$809.85
3	embroidered rank left chest and name right chest LEFD patch left sleeve and specified TX EMS patch right sleeve Approximately 4 per year	4	EA	No Bid		$123.21	$492.84	$215.99	$863.96
4	embroidered rank left chest and name right chest LEFD patch left sleeve and specified TX EMS patch right sleeve Approximately 10 per year	10	EA	No Bid		$149.23	$1,492.30	$205.99	$2,059.90
5	embroidered rank left chest and name right chest LEFD patch left sleeve and specified TX EMS patch right sleeve Approximately 10 per year	10	EA	No Bid		$132.05	$1,320.50	$215.99	$2,159.90
6	color LEFD logo left upper chest and 3 line right chest name, rank, and EMS cert Approximately 10 per year	10	EA	No Bid		$105.64	$1,056.40	$139.99	$1,399.90
7	color LEFD logo left upper chest and 3 line right chest name, rank, and EMS cert Approximately 20 per year	20	EA	No Bid		$98.08	$1,961.60	$128.99	$2,579.80
8	left sleeve and specified TX EMS patch right sleeve Approximately 4 per year	4	EA	No Bid		$68.01	$272.04	$65.99	$263.96
9	left sleeve and specified TX EMS patch right sleeve Approximately 4 per year	4	EA	No Bid		$54.03	$216.12	$70.99	$283.96
10	LEFD patch left chest 4 colors, American flag right sleeve 1 color, and 3 lines right chest name, rank, and EMS cert 1 color Approximately 300 per year	300	EA	No Bid		$36.11	$10,833.00	$44.99	$13,497.00
11	LEFD patch left chest 4 colors, and 3 lines right chest name, rank, and EMS cert 1 color Approximately 200 per year	200	EA	No Bid		$39.45	$7,890.00	$49.49	$9,898.00
12	5.11 Tactical men's Taclite Pro shorts 9.5'' inseam, or approved equal. Approximately 20 per year	20	EA	No Bid		$35.09	$701.80	$50.49	$1,009.80
13	5.11 Tactical Taclite Pro women's Ripstop shorts, or approved equal. Approximately 2 per year	2	EA	No Bid		$54.19	$108.38	$49.49	$98.98
14	Workrite 7.5oz NOMEX IIIA women's industrial pants, or approved equal. Approximately 2 per year	2	EA	No Bid		$118.35	$236.70	$180.99	$361.98
15	Workrite Full Cut 402 NOMEX IIIA industrial pants, or approved equal. Approximately 60 per year	60	EA	No Bid		$119.15	$7,149.00	$186.99	$11,219.40
16	sleeve and specified TX EMS patch right sleeve and Velcro attached name tag 3 line name, rank, and EMS cert Approximately 10 per year	10	EA	No Bid		$80.56	$805.60	No Bid	
17	left chest 4 colors and 3 line name, rank, and EMS cert Approximately 30 per year	30	EA	No Bid		$66.13	$1,983.90	$76.99	$2,309.70
18	attached name tag 3 line name, rank, and EMS cert. Or approved equal. Approximately 10 per year	10	EA	No Bid		$125.80	$1,258.00	$326.49	$3,264.90
19	TRU-SPEC gen 2 P/C R/S adjustable boonie hat, or approved equal, embroidered LEFD on front Approximately 10 per year	10	EA	$18.72	$187.20	$19.53	$195.30	$20.25	$202.50
20	Richardson 112 snapback, or approved equal, embroidered LEFD on front Approximately 130 per year	130	EA	No Bid		$13.19	$1,714.70	$12.59	$1,636.70
21	Decky Beanie KCS embroidered LEFD on front, or approved equal. Approximately 30 per year	30	EA	No Bid		$10.35	$310.50	Alt Below	
21 ALT1	Lined Beanie	30	EA					$9.99	$299.70
21 ALT1	Galls# HW1390 / MFG# 15-B Spec Sheet attached	30	EA			$10.35			
22	Blackinton collar rank, or approved equal. Approximately 10 per year	10	EA	$15.71	$157.10	$5.33	$53.30	$26.39	$263.90
23	Blackinton Badges B38 or approved equal Approximately 10 per year	10	EA	$69.45	$694.50	$54.31	$543.10	$68.00	$680.00
24	Blackinton nameplate 2 '' X 1/2'' or approved equal. Approximately 10 per year	10	EA	$9.17	$91.70	$9.73	$97.30	$15.40	$154.00
25	Port Co color block sport duffle bag, or approved equal, embroidered Little Elm Fire Department, logo, and name top flap Approximately 10 per year	10	EA	No Bid		$28.65	$286.50	$42.65	$426.50
26	Dutyman plain leather 1.5'' Garrison belt, or approved equal. Approximately 10 per year	10	EA	No Bid		$17.67	$176.70	$29.90	$299.00
27	5.11 Tactical Trainer belt 1.5'' wide or approved equal. Approximately 20 per year	20	EA	No Bid		$31.48	$629.60	$45.09	$901.80
28	Haix Airpowers XR1 men and women sizes, or approved equal. Approximately 15 per year	15	EA	No Bid		$337.13	$5,056.95	No Bid	
29	Danner Striker Bolt 8'' waterproof side-zip boot, or approved equal. Approximately 10 per year	10	EA	No Bid		$196.33	$1,963.30	No Bid	
29 ALT1	Waterproof, Tactical, Side Zip.	10	EA					$180.00	$1,800.00
30	Thorogood softstreet 10'' Wellington boot or approved equal. Approximately 15 per year	15	EA	No Bid		$108.00	$1,620.00	$182.00	$2,730.00
31	Garment Embroidery of 1 Color Little Elm Fire Dept Patch	1	EA	No Bid		$6.67	$6.67	$10.00	$10.00
32	Garment Embroidery of full color Little Elm Fire Department Patch	1	EA	No Bid		$2.61	$2.61	$10.00	$10.00
33	Screenprinted 1 Color - price per side	1	EA	No Bid		$6.67	$6.67	$3.50	$3.50
34	Screenprinted 2 Color - price per side	1	EA	No Bid		$6.67	$6.67	$5.50	$5.50
35	Full Color Embroidered Little Elm Patch only	1	EA	No Bid		$12.00	$12.00	$3.99	$3.99
36	Full Color Embroidered EMT Patch only	1	EA	No Bid		$2.61	$2.61	$3.99	$3.99

Date:	11/15/2022
Agenda Item #:	5. C.
Department:	Finance
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Jason Shroyer, Director of Public Works

AGENDA ITEM:

Consider Action to Award **Bid 2023-01 for an Annual Requirements Contract for Street and Road Repair and Maintenance to Urban Infraconstruction, LLC, in the estimated annual amount of $2,000,000.**

DESCRIPTION:

On October 27, 2022, the Town received bids for an annual contract for street and road repair and maintenance services. Bids were advertised in the local paper and posted on the Town's eProcurement system. Four hundred sixty two (462) vendors were notified, with one (1) contractor responding. Staff recommends Urban Infraconstruction LLC, of Fort Worth, Texas.

The project generally consists of unit pricing for removal and replacement of Concrete Paving, Sidewalks, Curb and gutter, Barrier Free Ramps, as well as Crack Sealing, Chip Seal, and 2" Asphalt Overlay. This agreement is for one (1) year, with an option to renew for four (4) additional one year periods, subject to the approval of the contractor and the Town.

BUDGET IMPACT:

Funding is identified in the Contract Street Maintenance line items within the General Fund (112) and Street Maintenance Fund (115). Expenditures will not exceed funds appropriated. Funds will be committed at the issuance of a purchase order.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Tabulation

2023-01 ASM Contract

Town of Little Elm
Bid 2023-01
Annual Street and Road Maintenance

					Urban Infraconstruction LLC	
Line #	**Description**		**QTY**	**UOM**	**Unit**	**Extended**
1	SRM.1	Unclassified Excavation, Subgrade up to 10” for Concrete Projects as directed	2686	SY	$11.00	$29,546.00
2	SRM.2	eight inch (8”) thick Flex Base material for Concrete Projects	2686	SY	$21.00	$56,406.00
3	SRM.3	saw cut and removal and disposal of existing six to eight inch (6”-8”) Concrete Paving with Monolithic Curb	2686	SY	$22.00	$59,092.00
4	SRM.4	eight inch (8") 3,500 psi reinforced Concrete Paving (#4 rebar; 18” O.C.E.W	2686	SY	$91.00	$244,426.00
5	SRM.5	TX-7 TriAx Grid geotextile fabric underseal including cleaning and preparing surface, manipulation, rolling and brooming	2686	SY	$7.50	$20,145.00
6	SRM.6	Crack Seal (Gray – Deery #80308	38000	LF	$2.90	$110,200.00
7	SRM.7	Remove and Replace five inch (5") 3,500 psi reinforced miscellaneous Concrete Sidewalk	3063	SY	$95.00	$290,985.00
8	SRM.8	remove and replace six inch by six inch (6” X 6") 3,500 psi reinforced miscellaneous concrete curb with twelve inch (12”) gutter	1550	LF	$65.00	$100,750.00
9	SRM.9	Remove and Replace Barrier Free Ramps	16	EA	$3,350.00	$53,600.00
10	SRM.10	Common Bermuda Grass Sod (Cynodon-Dactylon), St. Augustine Grass Sod	8963	SY	$20.00	$179,260.00
11	SRM.11	asphalt and aggregate Grade 4, two (2) course Chip Seal with pre-coated rock	20946	SY	$15.00	$314,190.00
12	SRM.12	asphalt Prime Coat (AEP or MC-30) for chip seal	20946	SY	$2.10	$43,986.60
13	SRM.13	Mix, Blade & Roll existing base material; including uniformly cutting, pulverizing, mixing, and compacting; as directe	20946	SY	$7.50	$157,095.00
14	SRM.14	Lime or Cement Treatment	20946	SY	$18.00	$377,028.00
15	SRM.15	Re-Grading, Excavation, or Shaping	11840	LF	$20.00	$236,800.00
16	SRM.16	HMAC Level-UP	500	SY	$95.00	$47,500.00
17	SRM.17	Base Repair prior to HMAC overlay four to six inches (4” - 6”) thickness as necessary of Type “D” hot mix asphalt concrete overlay	500	SY	$105.00	$52,500.00
18	SRM.18	HMAC 2” Overlay Type D, including tack coat, mixing, placing, and compacting, as directed	500	SY	$49.00	$24,500.00
19	SRM.19	Crack Seal (Black – Deery #80308 or approved equal)	1	FT	$3.00	$3.00
20	SRM.20	Median Repair consisting of stamped, stained concrete, and rebar specs matching sidewalk installation requirements	100	SY	$161.00	$16,100.00
21	SRM.21	Mobilization Charges For Chipseal Applications	1	LS	$7,500.00	$7,500.00
22	SRM.22	Mobilization charges for concrete street and sidewalk repairs	1	LS	$9,500.00	$9,500.00
23	SRM.23	Traffic Control for all projects.	1	LS	$25,000.00	$25,000.00

SECTION 00522
STANDARD FORM OF AGREEMENT

This Agreement is by and between the Town of Little Elm (Owner) and Urban Infraconstruction LLC (Contractor). Owner and Contractor, in mutual consideration agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:

1. The work generally consists of removing and replacing Concrete Paving, Sidewalks, Curb and gutter, and Barrier Free Ramps, as well as Crack Sealing, Chip Seal, and 2" Asphalt Overlay.

2. The Site of the Work includes property, easements, and designated work areas described in detail in the Contract Documents Exhibits.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.

B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

A. The Contract Documents consist of the following documents:

1. This Contract.

2. Performance bond.

3. Payment bond.

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4. Maintenance bond.
5. Specifications listed in the Table of Contents.
6. Drawings as listed on the Drawing Sheet Index.
7. Addenda.
8. The following which may be delivered or issued on or after the Effective Date of the Contract:
    a. Work Change Directives (EJCDC C-940).
    b. Change Orders (EJCDC C-941).
    c. Field Orders.

ARTICLE 3 - ENGINEER

3.01 Engineer

A. The Engineer for this Project is:

Town of Little Elm
100 West Eldorado Parkway
Little Elm, Texas 75068
(214) 975-0472

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

A. The Work will be substantially completed per each work order after the Effective Date of the Contract.

4.02 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **$500** for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.

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D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.

B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

A. Owner shall pay Contractor in accordance with the Contract Documents, for work performed per each work order. Pricing is identified in Exhibit A.

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds

A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the State of Texas in which the Project is located with a minimum AM Best rating of A-VII or better. **Contractor shall provide insurance in accordance with the Town's Standard Insurance Requirements.**

B. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

C. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance

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with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.

B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.

C. Contractor shall at all times maintain good discipline and order at the Site.

D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by

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applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.

C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on the Site or who may be affected by the Work;

2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

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7.10 Shop Drawings, Samples, and Other Submittals

A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.

B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.

D. Engineer will provide timely review of shop drawings and samples.

E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.

F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.

G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any

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negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.

B. Owner shall make payments to Contractor as provided in this Contract.

C. Owner shall provide Site and easements required to construct the Project.

D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

E. The Owner shall be responsible for performing inspections and tests required by applicable codes.

F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.

B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.

D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.

E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.

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F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

3. Changes in the Contract Price or Contract Times or other changes, which embody the substance of any final binding results under Article 12.

B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. After receipt of written notice, Engineer will promptly:

1. Review the subsurface or physical condition in question;

2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;

3. Determine whether the condition falls within the differing site condition as stated herein;

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4. Obtain any pertinent cost or schedule information from Contractor;

5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and

6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event-giving rise thereto.

B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.

C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.

D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.

B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

A. Contractor shall ensure that the Work is not defective.

B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

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D. The Contractor shall promptly correct all such defective Work.

E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Owner and Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

A. Contractor shall submit an application for payment in a form acceptable to the Owner and Engineer, by the tenth (10^{th}) of each month for the prior month (1^{st} – 31^{st}), to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.

B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

A. The Owner shall retain five percent (**5**%) of each progress payment until the Work is substantially complete.

14.04 Review of Applications

A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.

B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.

C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

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14.05 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Engineer will inspect the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion, which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.

B. The final application for payment shall be accompanied (except as previously delivered) by:

1. All documentation called for in the Contract Documents;
2. Consent of the surety to final payment;
3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
4. A list of all disputes that Contractor believes are unsettled; and
5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work and of liens filed in connection with the Work.

C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

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14.09 Waiver of Claims

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.

B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and

2. Enforce the rights available to Owner under any applicable performance bond.

C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

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2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid because of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

A. Contractor makes the following representations when entering into this Contract:

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:

a. The cost, progress, and performance of the Work;

b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and

c. Contractor's safety precautions and programs.

5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

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7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

A. This Contract is governed by the laws of the state of Texas.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
By: Matthew Mueller	By:
Title: Town Manager	Title:
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Address for giving notices:	Address for giving notices:
Town of Little Elm	
100 West Eldorado Pkwy	
Little Elm, TX 75068	
contracts@littleelm.org	
	License No.: _____ (where applicable)

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Town of Little Elm
Bid 2023-01
Annual Street and Road Maintenance

Exhibit A

					Urban Infraconstruction LLC	
Line #	**Description**		**QTY**	**UOM**	**Unit**	**Extended**
1	SRM.1	Unclassified Excavation, Subgrade up to 10" for Concrete Projects as directed	2686	SY	$11.00	$29,546.00
2	SRM.2	eight inch (8") thick Flex Base material for Concrete Projects	2686	SY	$21.00	$56,406.00
3	SRM.3	saw cut and removal and disposal of existing six to eight inch (6"-8") Concrete Paving with Monolithic Curb	2686	SY	$22.00	$59,092.00
4	SRM.4	eight inch (8") 3,500 psi reinforced Concrete Paving (#4 rebar; 18" O.C.E.W	2686	SY	$91.00	$244,426.00
5	SRM.5	TX-7 TriAx Grid geotextile fabric underseal including cleaning and preparing surface, manipulation, rolling and brooming	2686	SY	$7.50	$20,145.00
6	SRM.6	Crack Seal (Gray – Deery #80308	38000	LF	$2.90	$110,200.00
7	SRM.7	Remove and Replace five inch (5") 3,500 psi reinforced miscellaneous Concrete Sidewalk	3063	SY	$95.00	$290,985.00
8	SRM.8	remove and replace six inch by six inch (6" X 6") 3,500 psi reinforced miscellaneous concrete curb with twelve inch (12") gutter	1550	LF	$65.00	$100,750.00
9	SRM.9	Remove and Replace Barrier Free Ramps	16	EA	$3,350.00	$53,600.00
10	SRM.10	Common Bermuda Grass Sod (Cynodon-Dactylon), St. Augustine Grass Sod	8963	SY	$20.00	$179,260.00
11	SRM.11	asphalt and aggregate Grade 4, two (2) course Chip Seal with pre-coated rock	20946	SY	$15.00	$314,190.00
12	SRM.12	asphalt Prime Coat (AEP or MC-30) for chip seal	20946	SY	$2.10	$43,986.60
13	SRM.13	Mix, Blade & Roll existing base material; including uniformly cutting, pulverizing, mixing, and compacting; as directe	20946	SY	$7.50	$157,095.00
14	SRM.14	Lime or Cement Treatment	20946	SY	$18.00	$377,028.00
15	SRM.15	Re-Grading, Excavation, or Shaping	11840	LF	$20.00	$236,800.00
16	SRM.16	HMAC Level-UP	500	SY	$95.00	$47,500.00
17	SRM.17	Base Repair prior to HMAC overlay four to six inches (4" - 6") thickness as necessary of Type "D" hot mix asphalt concrete overlay	500	SY	$105.00	$52,500.00
18	SRM.18	HMAC 2" Overlay Type D, including tack coat, mixing, placing, and compacting, as directed	500	SY	$49.00	$24,500.00
19	SRM.19	Crack Seal (Black – Deery #80308 or approved equal)	1	FT	$3.00	$3.00
20	SRM.20	Median Repair consisting of stamped, stained concrete, and rebar specs matching sidewalk installation requirements	100	SY	$161.00	$16,100.00
21	SRM.21	Mobilization Charges For Chipseal Applications	1	LS	$7,500.00	$7,500.00
22	SRM.22	Mobilization charges for concrete street and sidewalk repairs	1	LS	$9,500.00	$9,500.00
23	SRM.23	Traffic Control for all projects.	1	LS	$25,000.00	$25,000.00

Date:	11/15/2022
Agenda Item #:	5. D.
Department:	Finance
Strategic Goal:	Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact:	Rodney Harrison, Police Chief

AGENDA ITEM:

Consider Action to **Authorize the Town Manager, Grantee's Authorized Official, to Accept the Fiscal Year 2023 Victim Assistance, General Victim Assistance Direct Services Program Grant Awarded in the amount of $82,680.00 (Application Number 4529001).**

DESCRIPTION:

The Town of Little Elm Police Department has been awarded the Victim Assistance grant from the Office of the Governor that will provide the following services to our community:

- Responding to the emotional and physical needs of crime victims;
- Assisting victims in stabilizing their lives after a victimization;
- Assisting victims to understand and participate in the criminal justice system; and
- Providing victims with safety and security.

Council approved Resolution No. 0215202202 to submit for the grant. This agenda item is to accept the grant and the funding provided for this program. This grant will provide a Victim Advocate that will assist in the needs of crime victims. The grant does not require matching funds.

BUDGET IMPACT:

Fiscal Year 2023 Victim Assistance grant funding source is the VC-Coronavirus State Fiscal Recovery Fund (Victims of Crime-SB 8) and the following funds are programmed as follows:

Personnel - Victim Advocate salary and benefits $74,455.00
Travel & Training - In State training $3,000.00
Supplies and Direct Operating Expenses - workstation, laptop, office supplies $5,225.00
Total Grant Project Award: $82,680.00

Finance will bring to Council a budget amendment in December to reflect the grant proceeds and expenses noted above.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Grant Award Letter
Statement of Grant Award

GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.gov.texas.gov and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Conditions and Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer Public Safety Office grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

Aimee Snoddy
Executive Director
Public Safety Office

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	4529001	**Award Amount:**	$82,680.00
Date Awarded:	11/4/2022	**Grantee Cash Match:**	$0.00
Grant Period:	10/01/2022 - 09/30/2023	**Grantee In Kind Match:**	$0.00
Liquidation Date:	12/29/2023	**Grantee GPI:**	$0.00
Program Fund:	VC-Coronavirus State Fiscal Recovery Fund (Victims of Crime - SB 8)	**Total Project Cost:**	$82,680.00
Grantee Name:	Little Elm, Town of		
Project Title:	Victim Assistance and Outreach		
Grant Manager:	Pinali Patel		
Unique Entity Identifier (UEI):	Y38QJRBBB3Y1		

CFDA:	21.027 - Coronavirus State Fiscal Recovery Fund (Victims of Crime - SB 8)
Federal Awarding Agency:	U.S. Department of Treasury
Federal Award Date:	8/6/2021
Federal/State Award ID Number:	2021-CS-21027
Total Federal Award/State Funds Appropriated:	$16,507,447,524.00

Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	Through the Coronavirus State Fiscal Recovery Fund the US Treasury makes payments to States, territories, or Tribal governments to mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease (COVID-19).

Date:	11/15/2022
Agenda Item #:	5. E.
Department:	Economic Development Corporation
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve the **Lease Addendum to the First Amendment Ground Lease Purchase Agreement between the Little Elm EDC and Village at Lakefront, LLC.**

DESCRIPTION:

This Lease Addendum is required in connection with a mortgage loan insured by the U.S. Department of Housing and Urban Development for multifamily projects pursuant to the National Housing Act and made by the following HUD-approved lender, Dwight Capital, LLC, a Delaware limited liability company. The insured loan is secured by a Security Instrument on the leasehold estate set forth in the Ground Lease. This Addendum does not impact the term of our Ground Lease and EDC Attorney, Jeff Moore, approved the Addendum.

BUDGET IMPACT:

There is no budget impact to this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Ground Lease Addendum for Multifamily-Chadnic

Lease Addendum - Multifamily

U.S. Department of Housing and Urban Development
Office of Housing

OMB Approval No. 2502-0598
(Exp. 9/30/2021)

Public Reporting Burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

Warning: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

Project Name: The Village at Lakefront
HUD Project No: 113-11515

THIS **LEASE ADDENDUM** is attached to and made part of that certain lease agreement entered into on the 19th day of January 19, 2021, as amended on the 16th day of February 16, 2021, between Little Elm Economic Development Corporation, a Texas non-profit corporation (**"Landlord"**) and Village at Lakefront, LLC, a Texas limited liability company (**"Tenant"**) (collectively, the **"Parties"**) (the **"Ground Lease"**)

The Lease Addendum is required in connection with a mortgage loan insured by the U.S. Department of Housing and Urban Development (**"HUD"**) for multifamily projects pursuant to the National Housing Act, as amended, found at 12 U.S.C. § 1701, *et seq*. (**"Act"**), and made by the following HUD-approved lender, Dwight Capital LLC, a Delaware limited liability company **("Lender")**. The insured loan is secured by a Security Instrument on the leasehold estate set forth in the Ground Lease.

The definition of any capitalized term or word used in this Lease Addendum and not otherwise defined can be found in the Security Instrument and/or Note between Lender and Tenant; or the Regulatory Agreement between Tenant and HUD. The terms "HUD" and "Lender" as used in the Lease Addendum shall also include their successors and assigns, and the Tenant is the same legal entity as the Borrower under the Security Instrument. All references to "days" in this Lease Addendum shall mean calendar days.

Notwithstanding anything else in the Ground Lease to which this Lease Addendum is attached, and for valuable consideration, the receipt and sufficiency of which the Parties hereto hereby acknowledge and agree, and to induce the Lender to make the Loan to the Tenant described in the Security Instrument, and to induce HUD to insure said Loan, so long as this leasehold estate is subject to a security instrument insured, reinsured, or held by HUD or given to HUD in connection with a resale, or the Property is acquired and held by HUD because of a default under the Security Instrument, Landlord and Tenant acknowledge and agree to the following provisions.

Lease

The leasehold estate consists of the legally described land and includes all buildings, improvements, alterations, and fixtures now or in the future located on the legally described land. The Tenant does not own any of the buildings, improvements, alterations or fixtures. As such, the term **"Property"** means the legally described land in the Lease including the buildings, improvements, alterations and fixtures now or in the future located on the land.

1. **Compliance with HUD Requirements**. Pursuant to the Act, the following provisions may not be waived under any circumstances, whether for a new lease or an existing lease:

   (a) the term of the Lease and other Lease provisions comply with the section of the Act and related federal regulations under which the Note is endorsed for mortgage insurance;
   (b) the Landlord owns the Property in fee simple, and the leasehold estate is directly by the Landlord to the Tenant;
   (c) the leasehold estate underlying the Lease constitutes a mortgageable real property interest under state law;
   (d) the Lease and related Lease documents do not conflict with any Program Obligations[1] promulgated by HUD with respect to such mortgage insurance; and
   (e) all ground rent amounts have prior written approval by HUD.

2. **Modifications.** The Lease and this Lease Addendum shall not be modified without the written consent of HUD and Lender. Modifications of the Lease and this Lease Addendum that are not authorized in writing by HUD and Lender are void and unenforceable.

3. **Conflict Provision.** The provisions of this Lease Addendum benefit Lender and HUD and are specifically declared to be enforceable against the parties to the Lease and all other persons by Lender and HUD. In the event of any conflict, inconsistency or ambiguity between the provisions of this Lease Addendum and the provisions of any other part of the Lease, the provisions of this Lease Addendum shall prevail and control.

[1] **"Program Obligations"** means (1) all applicable statutes and any regulations issued by the Secretary pursuant thereto that apply to the Project, including all amendments to such statutes and regulations, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and (2) all current requirements in HUD handbooks and guides, notices, and mortgagee letters that apply to the Project, and all future updates, changes and amendments thereto, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and provided that such future updates, changes and amendments shall be applicable to the Project only to the extent that they interpret, clarify and implement terms in this Lease Addendum rather than add or delete provisions from such document. Handbooks, guides, notices, and mortgagee letters are available on "HUDCLIPS," at www.hud.gov.

4. **Recording.** The full Lease agreement and incorporated HUD Lease Addendum, or a memorandum of lease (if permitted under state law), must be recorded in the applicable land records office. If a memorandum of lease or a short form lease is to be recorded, it must set forth the following information, in addition to compliance with state law requirements:

   (a) names of the Parties;
   (b) legal description;
   (c) term and renewals;
   (d) reference to the HUD Lease Addendum; and
   (e) specific reference to HUD's option to purchase in Section 7 (unless Section 7 is expressly waived in writing by HUD in accordance with Program Obligations).

5. **Estoppel Certificate**. As a condition of HUD's acceptance of a lease transaction, an estoppel certificate identifying the Lease documents and signed by the Landlord, dated within thirty (30) days of the Note endorsement, must be provided to Lender and HUD at closing. The Landlord must confirm in writing to Lender and HUD that the Security Instrument is authorized, the Lease is in full force and effect, there are no defaults or pending defaults under the Lease or conditions that would give rise to defaults given the passage of time, and that the description of the Property is correct. The document must provide the language required by 24 CFR Section 200.62, and also include the "Warning" language found at the beginning of this Lease Addendum.

   Upon a reasonable request from Tenant, Lender, or HUD, Landlord further agrees to promply provide from time to time an estoppel certificate to confirm the terms of, and no default under, the Ground Lease.

6. **Consent for Mortgage.** Landlord agrees that the Tenant is authorized to obtain a loan, the repayment of which is to be insured by HUD and secured by the Security Instrument on this leasehold estate. The Tenant is further authorized to execute all documents necessary as determined by HUD and otherwise to comply with Program Obligations for obtaining such an insured loan.

7. **HUD Option to Purchase.** In the event that HUD acquires title to this leasehold estate or otherwise acquires title to the Tenant's interest herein, HUD shall have the option to purchase good and marketable fee simple title to the Property, free of all liens and encumbrances except such as may be waived or accepted by HUD. Such option shall be exercised within twelve (12) months after HUD so acquires such leasehold estate or the Tenant's interest. 2.The purchase price shall be the sum of One Million One Hundred Fifteen Thousand Dollars ($1,115,000.00), payable in cash, by check drawn on the U.S. Treasury, by electronic funds transfer or by wire transfer, provided all rents are paid to date of transfer of title. HUD shall, within said twelve (12) months, give written notice to the Landlord of its election to exercise said option to purchase. The Landlord shall, within thirty (30) days after HUD gives such notice, execute and deliver to HUD a warranty deed of conveyance to HUD as

grantee conveying the said fee simple title. Nothing in this Section 7 shall require the Landlord to pay any taxes or assessments that were due and payable by the Tenant.

8. **Conveyance by Tenant.** If approved in writing by HUD in advance, the Tenant may convey, assign, transfer, lease, sublease or sell all or any part of its leasehold interest in the Property without the need for approval or consent by any other person or entity.

9. **Insurance.**

   (a) Insurance policies shall be in an amount, and with such company or companies and in such form, and against such risks and hazards, as shall be approved by Lender and HUD.

   (b) The Landlord shall not take out separate insurance concurrent in form or contributing in the event of loss with that specifically required to be furnished by the Tenant to Lender. The Landlord may at its own expense, however, take out separate insurance which is not concurrent in form or not contributing in the event of loss with that specifically required to be furnished by the Tenant to Lender.

10. **Condemnation.**

   (a) If all or any part of the Property shall be taken or damaged by condemnation, that portion of any award attributable to the Tenant's interest in the Property or leasehold estate or damage to the Tenant's interest in the Property or leasehold estate shall be paid to Lender or otherwise disposed of as may be provided in the Security Instrument. Any portion of the award attributable solely to the Landlord's interest shall be paid to the Landlord. After the date of taking, the annual rent shall be reduced ratably by the proportion which the award paid to the Landlord bears to the total value of the Property as established by the amount HUD is to pay, as set forth in Section 7 of this Lease Addendum.

   (b) In the event of a negotiated sale of all or a portion of the Property, in lieu of condemnation, the proceeds shall be distributed and annual rent reduced as provided in cases of condemnation above, but the approval of HUD and Lender shall be required as to the amount and division of the payments to be received.

11. **Tenant Default on Lease; Cure Rights; Termination.** The Landlord may terminate the Lease prior to the expiration day of the full term of this Lease (**"Expiration Date"**) after a Tenant default under this Lease (**"Lease Event of Default"**), but only under the following circumstances and procedures.

(a) If any Lease Event of Default shall occur, then and in any such event, the Landlord shall at any time thereafter during the continuance of such Lease Event of Default and prior to any cure, give written notice of such default(s) (**"Notice of Default"**) to the Tenant, Lender, and HUD, specifying the Lease Event of Default and the methods of cure, or declaring that a Lease Event of Default is incurable. If the Lease Event of Default is a failure to pay money, the Landlord shall specify and itemize the amounts of such default. Failure to pay money shall be specified as a separate default and not combined with a non-monetary Lease Event of Default.

(b) Within sixty (60) days from the date of giving the Notice of Default to the Tenant, the Tenant must cure a monetary default by paying the Landlord all amounts specified in the Notice of Default and must cure any specified Lease Event of Default that is capable of being cured within such period.

(c) During the period of one hundred-eighty (180) days commencing upon the date Notice of Default was given to Lender and HUD, Lender or HUD may:

(1) cure any Lease Event of Default; and
(2) commence foreclosure proceedings or institute other state or federal procedures to enforce Lender's or HUD's rights with respect to the leasehold estate.

(d) If HUD or Lender commences foreclosure or other enforcement action within such one hundred-eighty (180) days, then its cure period shall be extended during the period of the foreclosure or other action and for 90 days after the ownership of the Tenant's rights under the Lease is established in or assigned to HUD or such Lender or a purchaser at any foreclosure sale pursuant to such foreclosure or other action. The transfer of the Tenant's rights under the Lease to Lender, HUD or purchaser, pursuant to such foreclosure or other action shall be deemed a termination of any incurable Lease Event of Default and such terminated Lease Event of Default shall not give the Landlord any right to terminate the Lease. Such purchaser may cure a curable Lease Event of Default within said ninety (90) days.

(e) If the Tenant, Lender or HUD reasonably undertake to cure any Lease Event of Default during the applicable cure period and diligently pursues such cure, the Landlord shall grant such further reasonable time as is necessary to complete such cure. If after the expiration of all of the foregoing cure periods, no cure or termination of an existing Lease Event of Default has been achieved as aforesaid, then and in that event, the Lease shall terminate, and, on such date, the term of this Lease shall expire and terminate and all rights of the Tenant under the Lease shall cease. All costs and expenses incurred by or on behalf of the Landlord (including, without limitation, reasonable attorneys' fees and expenses) occasioned by any default by the Tenant under

this Lease shall constitute additional rent hereunder. The Landlord shall have no right to terminate this Lease except as provided in this Section 11.

12. Lender/HUD Option for New Lease.

(a) Upon termination of this Lease pursuant to Section 11 above, the Landlord shall immediately seek to obtain possession of the Property. Upon acquiring such possession, the Landlord shall notify HUD and Lender in writing. Lender and HUD shall each have six (6) months from the date of receipt of such notice of acquisition to elect to take, as Tenant, a new lease on the Property.

(b) Such new lease shall have a term equal to the unexpired portion of the term of this Lease immediately prior to such termination and shall, except as otherwise provided herein, be on the same terms and conditions as contained in this Lease, including without limitation, the option to purchase set forth under Section 7 above, except that Lender's or HUD's liability for rent shall not extend beyond their occupancy under such lease. The Landlord shall tender such new lease to Lender or HUD within thirty (30) days after a request for such lease and shall deliver possession of the Property immediately upon execution of the new lease.

(c) Upon executing a new lease, Lender or HUD shall pay to the Landlord any unpaid rent due or that would have become due under this Lease to the date of the execution of the new lease, including any taxes which were liens on the Property and which were paid by the Landlord, less any net rentals or other income which the Landlord may have received on account of the Property since the date of default under this Lease.

13. Landlord Cooperation for Needed Authorizations. The Landlord agrees that within ten (10) days after receipt of written request from the Tenant, it will join in any and all applications for permits, licenses or other authorizations required by any Governmental Authority in connection with any work which the Tenant may do hereunder and will also join in any grants for easements for electric, telephone, telecommunications, cable, gas, water, sewer and such other public utilities and facilities as may be reasonably necessary in the operation of the Property and if, at the expiration of such ten (10) day period, the Landlord shall not have joined in any such application, or grants for easements, the Tenant shall have the right to execute such application and grants in the name of the Landlord, and for that purpose, the Landlord hereby irrevocably appoints the Tenant as its attorney-in-fact to execute such papers on behalf of the Landlord, only to the extent that a public body as Landlord may do so within the exercise of its municipal powers and responsibilities.

14. Taxes. Nothing in this Lease shall require the Tenant to pay any franchise, estate, inheritance, succession, capital levy or transfer tax of the Landlord or any income excess profits or revenue tax, or any other tax, assessment charge or levy upon the rent payable by the Tenant under this Lease.

15. **Notices.** All notices, demands and requests which are required to be given by the Landlord, Tenant, Lender or HUD in connection with the Lease and this Lease Addendum shall be in writing and shall be sent by registered or certified mail, postage prepaid, and addressed to the address of the party as given in this instrument unless a request for a change in this address has been sent to the party giving the notice by registered or certified mail prior to the time when such notice is given.

    All notices shall be addressed as follows:

    If to Lender: Dwight Capital LLC
    400 Carillon Parkway, Suite 125
    St. Petersburg, FL 33716
    Attention: Loan Administration

    If to HUD: Department of Housing and Urban Development
    Southwest Multifamily Region
    307 W. 7th Street, Suite 1000
    Fort Worth, Texas 76102
    Attention: Account Executive

    If to Tenant: Village at Lakefront, LLC
    14109 Inwood Rd.
    Farmers Branch, TX 75244
    Attn: John L. Bailey

    With a copy to: Paul R. Durr, PC
    1777 S. Harrison St. Suite 1500
    Denver, CO 80210
    Attn: Paul R. Durr

    If to Landlord: Little Elm Economic Development Corporation
    100 W. Eldorado Parkway
    Little Elm, Texas 75068

    With a copy to: Brown & Hofmeister LLP
    740 E. Campbell Rd. Suite 800
    Richardson, TX 75081
    Attn: Jeff Moore, Esq.

16. **No Merger.** There shall be no merger of this Lease or the leasehold estate created by this Lease with the fee estate in or ownership of the Property or any interest therein by reason of the fact that the same person or entity may acquire or hold, directly or indirectly, this Lease or the leasehold estate hereby created or any interest therein and fee estate in or ownership of the Property. No such merger shall

occur unless and until HUD specifically consents and agrees in writing to such merger.

(Signatures on following pages)

Each signatory below hereby certifies that each of their statements and representations contained in Ground Lease and this Lease Addendum and all their supporting documentation thereto are true, accurate, and complete. This Lease Addendum has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement of the facts contained therein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Addendum as of the day and year first written above.

Little Elm Economic Development Corporation, a Texas non-profit corporation

By:_____
Ken Eaken, President

State of Texas

Couty of Denton

This instrument was acknowledged before me on the ___ day of _____, 2022, by Ken Eaken, President of Little Elm Economic Development Corporation, a Texas non-profit corporation, on behalf of said company.

_____
Notary Public
My Commission Expires:_____

[NOTARY SEAL]

Village at Lakefront, LLC, a Texas limited liability company
By: Village Management, Inc., a Texas corporation, Manager

By:_____
John L. Bailey, President of Manager

State of _____

Couty of _____

This instrument was acknowledged before me on the ___ day of _____, 2022, by John L. Bailey, President of Village Management, Inc., as Manager of Village at Lakefront, LLC, a Texas limited liability company, on behalf of said company.

_____
Notary Public
My Commission Expires:_____

[NOTARY SEAL]

Date:	11/15/2022
Agenda Item #:	5. F.
Department:	Economic Development Corporation
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve a **Letter of Intent from the Little Elm Economic Development Corporation to La Finca Coffee and Bakery.**

DESCRIPTION:

This **Letter of Intent** (LOI) outlines the general terms and conditions under which the Town of Little Elm and Little Elm EDC would enter into a Purchase Agreement for approximately 11,741.82 square feet of land located at Main and Eldorado Parkway for the development of a Headquarters and La Finca Coffee and Bakery, Inc. This will be the third location for the bakery, but the first headquarters and roasting facility for the business. Long term, they are planning to have a total of 7 other La Finca Coffee and Bakery stores.

Details:

Purchase Price: Little Elm EDC will convey the property to La Finca Coffee and Bakery, Inc. upon obtaining the final Certificate of Occupancy and compliance with the deadlines and specified stipulations stated in the LOI:

- Building Permit by January 1, 2024
- Start construction by July 1, 2024
- Complete construction by July 1, 2026

The development will consist of:

- Two Story Retail & Production Facility of approximately 8,000 to 10,000 square ft
- La Finca Coffee Roaster and Bakery is approximately 3,000 to 3,500 square ft
- Outdoor patio area of approximately 1,000 – 1,500 square ft
- E-commerce and wholesale production - The production facility will employ 6-10 full-time employees
- Office space for La Finca Coffee & Bakery HQ staff (approximately 1,000 square ft.)
- Additional retail/office space for the lease of additional concept(s) (approximately 3,000-5,000 sq. ft.). Tenants will be recruited in collaboration with the EDC staff to ensure the

users are the highest and best use of the available space in the Lakefront District

BUDGET IMPACT:

The cost of the below Incentives will be allocated from the Incentives category of the FY 2024-2025 or FY 2025-2026 Budget.

- EDC will offer cash incentives up to 24% of capital investment, excluding the cost of the land, in an amount not to exceed $400,000.00 toward TI. Incentives will be paid based on paid receipts of Qualified Expenditures after a Certificate of Occupancy is obtained from the Town of Little Elm

- EDC will also pay $30,000 per FTE for the position(s) paying an annual salary over the Denton County average wage, which is $60,091.20. It will be paid out over 5 years in the following manor, after the business has been open & in operation for 12 months
    - 1st year - 30% of incentive = $9,000.00 per FTE over County average
    - 2nd year - 25% of incentive = $7,500.00 per FTE over County average
    - 3rd year – 20% of incentive = $6,000.00 per FTE over County average
    - 4th year – 15% of incentive = $4,500.00 per FTE over County average
    - 5th year – 10% of incentive = $3,000.00 per FTE over County average

NOTE: No Brokers or Real Estate Agents will be used to facilitate the real estate transaction.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

LOI-La Finca

Town of Little Elm
Economic Development Corporation
100 West Eldorado Parkway
Little Elm, TX 75068
214-975-0455

November 7, 2022

Re: Letter of Intent for Approximately 11,741.82 square feet of land located at Main Street and Eldorado Parkway in Little Elm, Texas for development of Headquarters and La Finca Coffee and Bakery, Inc.

Dear Mr. Lee Gonzales;

We are presenting this Letter of Intent outlining the general terms and conditions under which Little Elm EDC and Town of Little Elm would enter into a Purchase and Sale Agreement for approximately 11,741.82 square feet of land located at Main Street, between Eldorado Parkway and Lakefront Drive.

Buyer: La Finca Coffee and Bakery, Inc or Parent Company
7511 Main Street, Suite #150
Frisco, Texas 75034

Seller: Little Elm EDC

Property: Approximately 11,741.82 square feet of land located at Main Street, between Eldorado Parkway and Lakefront Drive located in Little Elm, Texas as shown of the attached Exhibit A

Purchase Price: Little Elm EDC will convey the property to La Finca Coffee and Bakery, Inc. upon obtaining final Certificate of Occupancy and compliance with the following stipulations:

Building Permit by January 1, 2024
Start construction by July 1, 2024
Complete construction by July 1, 2026

- Upon execution of binding agreement between Seller and Buyer, Buyer and its agents shall have access to the Property for purposes of performing due diligence
- Buyer shall have 150 days from mutual execution of the agreement to conduct due diligence
    - $10,000 Earnest Money due by Buyer at completion of due diligence
    - Buyer may terminate for any reason within 30 days after the effective date (feasibility period) by providing Seller written notice of termination

    - If Buyer terminates under this term, the earnest money will be refunded to Buyer less $100.00 that Seller will retain
- Buyer will bear all cost associated with land transaction for the HQ, Production & Retail development including but not limited to survey, closing cost and prorated property taxes
- Approximately 11,741.82 square feet of land will be purchased from Seller at a cost of $10.57 per square foot, totaling $124,111.04, from buyer within 90 days of obtaining Certificate of Occupancy from Town of Little Elm
    - The square footage & final price will be determined by survey
        - Survey will be obtained within a mutually agreed upon time, per the preference of the Buyer's lender related to construction
    - Buyer will bear the cost of the survey
    - Cash portion payable by Buyer at Closing
- Seller, at Buyer's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by an underwriter of the title company in the amount of the sale price dated within six (6) months of date the earnest money is placed in escrow, insuring Buyer against loss under the title policy
- Development will consist of approximately:
    - Two Story Retail & Production Facility approximately 8,000 to 10,000 square ft
        - La Finca Coffee Roaster and Bakery approximately 3,000 to 3,500 square ft
        - Outdoor patio area of approximately 1,000 – 1,500 square ft
        - E-commerce and wholesale production
            - The production facility will employ 6-10 full time employees
        - Office space for La Finca Coffee & Bakery HQ staff (approximately 1,000 square ft.)
        - Additional retail/office space for lease of additional concept(s) (approximately 3,000-5,000 sq. ft.). Tenants will be recruited in collaboration with the EDC staff to ensure the users are the highest and best use of the available space in the Lakefront District
- EDC will offer cash incentives up to 24% of capital investment, excluding the cost of the land, in an amount not to exceed $400,000.00 toward TI. Incentives will be paid based on paid receipts of Qualified Expenditures after a Certificate of Occupancy is obtained from the Town of Little Elm
- EDC will also pay $30,000 per FTE for position(s) paying an annual salary over the Denton County average wage, which is $60,091.20. It will be paid out over 5 years in the following manor, after the business has been open & in operation for 12 months
    - 1st year - 30% of incentive = $9,000.00 per FTE over County average
    - 2nd year - 25% of incentive = $7,500.00 per FTE over County average
    - 3rd year – 20% of incentive = $6,000.00 per FTE over County average
    - 4th year – 15% of incentive = $4,500.00 per FTE over County average
    - 5th year – 10% of incentive = $3,000.00 per FTE over County average
- Seller will have its legal counsel draft the agreement
- Buyer and Seller will be responsible for their respective legal fees
- Buyer shall pay all cost associated with the proposed transaction
- Buyer must maintain a Yacht level Chamber of Commerce membership for a minimum of 8 years

- No Brokers or Real Estate Agents will be used to facilitate the real estate transaction

Notwithstanding anything else in this letter of intent to the contrary, this letter of intent merely memorializes preliminary discussions conducted to date and shall not be construed as a binding and/or enforceable agreement for any purpose.

_____ _____

Jennette Espinosa, Executive Director — Date
Little Elm EDC

_____ _____

Ken Eaken, President — Date
Little Elm EDC

Agreed and Accepted:

_____ _____

Lee Gonzales — Date
La Finca Coffee & Bakery, Inc.

Date:	11/15/2022
Agenda Item #:	6. A.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Present and Discuss the **Appointment of a Town Council Subcommittee for Redistricting.**

DESCRIPTION:

Town staff has engaged with Bickerstaff Heath Delgado Acosta LLP ("consultant") to assist the Town in reviewing and updating district boundaries for Places 2, 3, 4, and 5.

Per Section 3.02 of the Town's Charter, the Town Council, by ordinance, shall establish the district boundaries for Places 2, 3, 4, and 5. The district boundaries shall be equal in population as practical and reviewed and updated by the Town Council every four (4) years. The last review and update took place in 2019. This process will need to be completed by early January 2023 in order to be in effect for the May 2023 General Election.

Town staff is requesting Town Council appoint a subcommittee of three Council Members to assist in this process. This subcommittee will meet with Town staff and the consultant to review options for redistricting based on the 2020 Census data and provide a recommendation to the full council for adoption.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.

Date:	11/15/2022
Agenda Item #:	6. B.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Continue the Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1689 Regarding a Request to Rezone Approximately 4.159 Acres of Land, Currently Zoned as Lakefront District (LF), in Order to Establish a New Planned Development District Based on Lakefront (LF) District, to Capture Existing Development, and Allow New Commercial and Residential Development with Modified Uses and Development Standards as well as Expand the Existing Daycare Facility.**

Opened Public Hearing on October 18, 2022, at 6:45 p.m.
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1689:

DESCRIPTION:

Location.
Located at 550 East Eldorado Parkway, approximately 500 feet southwest of the Hillside Dr. and Eldorado Parkway intersection, within Little Elm's Town limits.

Background. Subject property consists of one lot, currently containing an existing indoor commercial amusement building, an existing daycare facility, and undeveloped land. The property is zoned as the Lakefront District. The existing commercial building, Building A, was developed under the Light Commercial (LC) District requirements, current zoning at that time, which did not require the building to be located within 15 feet from the right-of-way. The daycare facility was developed through a detailed Specific Use Permit (SUP), Ordinance No. 1462. However, the site and both buildings were ultimately developed with additional nonconforming standards.

The applicant, Matt Shekari with TOPTEL LLC, also the property owner and developer, has gone through several different requests and processes over the last six years. In 2017, the applicant received a waiver approval for a similar project, with a different concept and site plan; however, without Ary Corps of Engineers approval, the applicant was unable to obtain a building permit

within the allotted two-year period, resulting in lase of approval and expiration of the waiver in 2019.

Once the applicant received approval from the Army Corps of Engineers in 2020, a Planned Development (PD) request for a mixed-use condo project was submitted, while the indoor commercial amusement building was still undergoing construction. The PD request was ultimately withdrawn by the applicant, at the direction of Town Council, in an effort to allow the applicant to resolve any outstanding issues and fully meet all requirements of the building permit process for the indoor commercial amusement, and in general complete that project prior to undertaking another development project.

Since that time, the applicant has also decided to expand the existing daycare facility and provide additional improvements on that portion of the site. Given the intricacies of the original daycare SUP Ordinance, existing non-conformities of the site and the existing buildings' nonconformance with the current LF zoning, as well as the applicant's intent to move forward with the mixed-use condo development, which requires certain waivers and agreements, it was determined that the best approach to cohesively incorporate everything happening on this site was to request a new PD. Therefore, the applicant is requesting a new PD for the entire subject property, based on the Lakefront Zoning District requirements with modified development standards.

This property is unique in that the existing site improvements and existing buildings, Building A and B, were constructed under the Light Commercial (LC) requirements. In addition to capturing the existing non-conformities of the site and the existing buildings, the applicant is also requesting relief from several of the sections of the Lakefront District for the proposed mixed-use condo development. Staff believes given the context of this request, it is appropriate for the applicant to bring the site, in its entirety, as much into compliance with the current regulations as feasible.

It should also be noted that earlier this year, the applicant removed a large number of tree caliper inches from the property and has been working with the Town since January 2022 in an effort to mitigate the tree removal. This effort is still underway and the mitigation requirement is not yet met. As a result, Staff will recommend that any determination on this PD request, be subject to the applicant meeting tree mitigation requirements.

Proposal.
The proposed PD consists of three separate commercial lots, Lot 1R containing Building C, Lot 3 containing Building A, and Lot 4 containing Building B.

Lot 1R contains the proposed new 32,769 square foot mixed-use, owner-occupied condo development, Building C. The three-story building will house 3,320 square feet of retail space, residential lobby, condo garages, and residential amenity space at-grade, with an additional 16 residential condo units on the two floors above. The development plans also show proposed site improvements in the form of green open space with gazebo, playground equipment, benches, trails connecting to the existing public trail, and a dog park. The proposed building and site improvements provide a continuation of the existing Building A, also known as Snowy Fun. While the proposed development complies with most of the requirements of the LF district, as part of this PD request, the applicant requests a list of waivers to the development standards in order to fit the building on site and make the development financially feasible.

Lot 3 contains the existing Building A, a 9,820 square foot, one-story, indoor commercial amusement currently operating as Snowy Fun. While the site and building were developed under the LC district, not all the requirements were met at the time of construction.

Lot 4 contains the existing 4,823 square foot Building B, a one-story daycare facility. The applicant is proposing to expand Building B by 1,247, bringing the building to a total of 6,070 square feet, and provide site improvements in the form of an expanded drop-off area and play area with new commercial grade, covered, playground equipment.

Through the submitted development plans, and as part of the required tree mitigation efforts, the applicant is proposing to bring the majority of Lot 3 and Lot 4 into compliance with the current landscape standards. However, where improvements are more costly and/or not as easily achievable, such as existing building construction, setback, and parking, the applicant is requesting to capture the non-conformities as permitted through the new PD.

Staff have worked with the applicant since March 2022 on the new PD request, in order to bring the proposal as close to meeting as many requirements of the Zoning Ordinance as possible, as well as to ensure a quality development. In September 2022, the applicant voiced concerns over the extensive review process and requested to move forward and present his proposal to the Administration. However, at the time the request went to the Planning and Zoning Commission on October 6, 2022 there was still a significant number outstanding items and a lengthy list of requests that Staff believed needed to be addressed.

Commission Findings.
At their regular meeting on October 6, 2022, the Planning and Zoning Commission discussed the standards from which the applicant has requested to vary and the outstanding items required for the existing development. The Commission made a recommendation to **deny** the request based on there being too many requested waivers and outstanding items that still need to be addressed, with five in favor and zero against.

After the denial, the applicant requested to continue moving forward to Town Council public hearing, with the understanding that most of the outstanding items will be addressed. The applicant has since worked closely with Staff and made significant efforts to move this proposal closer toward compliance.On October 8, 2022 and November 1, 2022 this item was tabled by Town Council as requested by the applicant, to allow additional time to address outstanding items.

At this time, the applicant is ready to move forward and is proposing to meet all of the requirements outlined within the Lakefront (LF) District, with the following list of deviations.

- General District Standards.
    - Minimum lot size below 1 acre
- Block Face Requirements

- Building Standards:
    - Exterior Façade Materials, allowing Nichiha product up to 30%
- Windows and glazing, allowing lesser glazing percentages
- Non-residential at-grade: ceiling heights 14 feet instead of 16 feet

- Parking Requirements
    - 9 feet by 20 feet parking spaces
- bike rack location over 50 feet from an entrance

- Landscape Requirements
    - shared dumpsters between Lot 1R and Lot 3

The remaining outstanding items are the general building design and aesthetic and the tree mitigation, which the applicant is proposing to be addressed as part of the development of the proposed mixed-use Building C.

District Standards - Building Design
In general, Staff does not believe the submitted façade plans for proposed Building C offer the unique or interesting architectural features or elements that would directly contribute to the attractiveness of the street and enhance the pedestrian environment as envisioned by this district. While the applicant has provided significant efforts to move this in the right direction, the design of the building itself has ultimately not change. Staff believes there is opportunity to enhance the proposed Building C design to bring more in line with the vision for the district as well as with the vision of the Lakefront District, the most current design trends, and new area development.

Development standards exist in order to ensure quality and longevity of development. Developments built right now will ultimately guide the interest, quality, and value of future development in the area. Without a true downtown area, the Lakefront District serves as the Town's cultural, civic, and entertainment center, while also striving to provide a mix of appropriate housing opportunities within the context of these visions. For this reason, development that takes place within the Lakefront District is always reviewed more closely and held to a higher standard, as witnessed through the Lakefront District regulations. Therefore, Staff's goal is to consistently encourage all developers to provide the highest and best uses, unique, architecturally attractive design, and overall high-quality development that would continue to activate the corridor and encourage future high-quality development.

The subject property has gone through several different requests and processes over the last six years, with the most recent PD request for the mixed-use condo Building C submitted back in 2020. The overall design and layout of proposed Building C, mixed-use condo development, has not changed since initial submittal in 2016. In the meantime, the Town, and this corridor especially, have experienced tremendous growth and Staff believes that there is a need to continuously improve and enhance development design based on current times, market trends, and overall locational context. Staff believes that the proposed building design could be significantly improved from what was initially proposed over 6 years ago, in an effort to better align with current visions and new area development.

Tree Mitigation
Prior to obtaining approval of the requested PD, the applicant must fully address the outstanding tree mitigation requirements.It is important to note that the tree mitigation is a standalone item that, in an effort to help the applicant, has been rolled into this PD to meet the required landscaping for the development. However, without the PD, the tree mitigation must still be fully met in order for the applicant to be able to obtain any building permits on the existing or the proposed building, if approved. *Staff believes the applicant should at the very least provide in writing a commitment to plant all proposed trees prior to obtaining a CO for Building C, as well as pay the remaining balance of $7,147.32 owed for the tree mitigation.*

The paragraphs below outline the standards of the request that were out of compliance, with a list of outstanding items as presented to the Planning and Zoning Commission.

The applicant originally proposed to meet all of the requirements outlined within the Lakefront (LF) District, with the following deviations:

- General District Standards.
    - Minimum lot size below 1 acre
    - Block Face Requirements
    - Residential at-grade frontage does not provide sufficient landscaping
- Building Standards:
    - Exterior Façade Materials, allowing increased stucco
    - Windows and glazing, allowing lesser glazing percentages
    - Residential at-grade: no primary entry from the sidewalk and a solid stone patio fence
    - Nonresidential at-grade: ceiling heights below required minimum and no awning or canopy across storefront
- Parking Requirements
    - single-purpose reserved parking
    - 9 feet by 20 feet parking spaces
    - no electrical vehicle infrastructure provided
    - insufficient bicycle rack capacity and location
- Landscape Requirements
    - foundation planting requirements to be met through provision of outdoor amenities
    - weeping willows requested as allowed plant material
    - ground mechanical equipment for Lot 3 not screened
    - parking lot landscape islands not provided every 8 spaces at minimum
    - shared dumpsters between Lot 1R and Lot 3
    - dumpster enclosure screening and wall height

The purpose of the Lakefront District is to establish a pedestrian-oriented lakefront to serve as the civic and cultural center of the Town. The following section will list all the divisions of the Lakefront District, specifically outlining how the proposed development deviates from the current standards.

Lakefront District Development Standards.

General District Standards.

> Building and Land Use. It is intended that allowed uses will encourage pedestrian-oriented mixed-use projects that are well integrated with retail and residential activities. *The proposed new condo development and existing uses comply with the intent.*
>
> Block Face. It is intended that building walls should be continuous along block faces to create a strong edge to the street and contribute to creating an attractive and active pedestrian environment, with allowance for some limited variation and opportunities for outside dining, pocket parks and special building entry features. Buildings should also be constructed close to the street to provide a sense of enclosure. While most of the requirements of this section are met by both the existing and proposed new development, one of the requirements states that block face shall be located within 15 feet of the right-of-way, with an allowance for 80% maximum variation. The existing commercial amusement Building A was developed under the Light Commercial (LC) District standards and does not meet this requirement. ***The applicant is requesting to capture the existing Building A and proposed Building C street setback at varying depths as proposed on the Site Plan.*** *Relocating existing Building A is not a reasonable expectation, therefore S*taff is generally supportive of this request in order to provide

consistency with the existing building frontage.

Streets. It is the intent that public and private streets and access ways provide a framework that will facilitate the movement of pedestrians and autos in an attractive environment, and provide for incremental long-term revitalization and redevelopment of parcels to meet changing market sector needs. *The development plans comply with the requirements of this section.*

Streetscape and landscape. It is the intent to both encourage and require streetscape and landscaping that reinforces the lakefront character and creates comfortable pedestrian environments and lower summer ambient temperature by shading sidewalks, parking areas and drive lanes. While most of the requirements of this section are met by both the existing and proposed new development, one of the requirements of this section specifically addresses residential at-grade frontages. A minimum of 5 feet of landscaping is required between the edge of sidewalk and the primary building façade. ***The applicant is requesting to capture the proposed Building C as shown on the site plan, without the required landscaping.*** Staff believes the requirement to provide at least 5 feet of landscaping between the sidewalk and the residential at-grade frontage is important in order to meet the intent of the LF District and there is opportunity to utilize the proposed patio space to meet this requirement.

Buildings.
Intent. It is intended that commercial spaces are designed and constructed in a manner that allows flexibility to accommodate a range of uses over time in order to avoid the need to demolish and rebuild for successive uses. Buildings should directly contribute to the attractiveness, safety and function of the street and public areas. Buildings that accommodate retail at-grade should feature the retail activity over the building's architecture. Buildings should be constructed in a manner, and with materials, that are highly durable and will continue to endure and be attractive over a long time, especially adjacent to public and pedestrian areas.

General building configuration. *The proposed new condo development and existing uses comply with the intent of this section.*

Building Standards. This section addresses various components such as building form, architectural features, exterior façade materials, colors, and specific treatment of residential, and nonresidential uses at-grade. While the proposed PD complies with most of these requirements, several items do not.

For architectural features, the requirements that are not being met are as follow:
Each building and separate lease space at-grade along the street edge shall have a functioning primary entry from the sidewalk, inset from the front building plane by at least three feet. *Building A does not currently meet these requirements and will be captured as part of this PD.* ***The applicant is requesting to waive this requirement and not provide an inset for the entries to Building C.***

For exterior materials, the requirements that are not being met are as follow:
Primary facades, those exterior walls that are clearly visible from the street,

excluding windows, doors, and other openings, shall be constructed of at least 80 percent group A materials, brick or stone, and up to 20 percent group B materials, stucco. *The Buildings A and B comply with this requirement.* ***No elevations were provided for the expansion of Building B, therefore it is unclear what design or materials are being proposed. The applicant is requesting to increase group B material allowance for proposed Building C to 24% on the North elevation, 22% on the West elevation, and 31% on the East elevation.***

Windows and glazing shall be limited to a minimum of 30 percent and maximum of 70 percent of each building elevation. ***The applicant is requesting decreased glazing percentages as shown on the facade plans.***

For residential at-grade, the requirements that are not being met are as follow:
All buildings which have residential unit floor plates within six feet of grade shall include a primary front door entrance into the unit which may be accessed from the sidewalk. The entry shall be located a minimum of two feet above the sidewalk elevation and include a minimum 24 square foot stoop. Balcony and patio railings and fences shall be largely transparent. ***The applicant is requesting to waive these requirements and not provide a primary front door from the sidewalk for the at-grade residential unit and a solid stone patio wall on the front of Building C.***

For nonresidential at-grade, the requirements that are not being met are as follow:
Have a minimum clear height of 16 feet between finished floor and the bottom of the structure above. Have an awning or canopy which extends at least six feet over the sidewalk for at least 75 percent of the frontage on any portion of the primary façade. *Building A meets these requirements. Building B does not meet these requirements and will be captured as part of this PD.* ***For Building C the applicant is requesting to waive this requirement and provide just below 14 feet between finished floors, without an awning for the retail space.***

In general, Staff does not believe the submitted façade plans for proposed Building C offer the unique or interesting architectural features or elements that would directly contribute to the attractiveness of the street and enhance the pedestrian environment as intended by this section. Staff believes there is opportunity to enhance the proposed Building C design and material quality, improve the garage door design due to visibility off the street, provide 16-foot high ceilings at-grade, provide an awning across the retail space frontage, inset the entries as required, and construct the residential unit at-grade in a way that activates the frontage of this building, instead of blocking it off by a stone wall.

In addition, Staff does not believe that the proposed first floor configuration of the retail space would be conducive to the highest and best uses. The layout provides minimal storefront space, with just one entry door, while the majority of the retail area is in the back, internal to the building, without any additional windows or visibility. Staff believes that the best layout for the ground-floor would be achieved by making the majority of the floor and storefront as retail

space, pushing any lobby, office, or amenity space, more internally, toward the back.

Parking and Accessibility.
The intent of this section is to support the creation of shared, convenient and efficient parking in order to create an active and vibrant mixed-use environment and enable visitors to access the different offerings within the LF District in a pedestrian and bicycle-friendly environment. The intent of this section specifically discourages against designating and reserving parking spaces for specific single-purposes. ***The submitted development plans show all parking spaces being reserved for specific tenants or uses, which does not align with the intent of this section.***

Vehicle Parking. While the proposed development plans comply with most of the requirements of this section, one of the standards states that all off-street surface parking shall be located at least 15 feet behind the front facade of the building which faces on a street or public open space. *Building A does not currently meet this requirement*, *and will be captured as part of this PD. For Building C the applicant is requesting to waive this requirement and provide* parking along the street in order to provide continuity with the existing Building A frontage. Staff is generally supportive of this request. ***While the proposed development plans show all three sites as providing a sufficient number of parking spaces overall, as mentioned above, reserving spaces for specific uses does not align with the shared parking across property lines within the LF District.*** Staff believes all parking spaces, aside from those specifically required for the residential component, should be unassigned.

Bicycle Parking. The LF District requires bicycle racks to be provided, located within 50 feet of an entrance to the building. Currently, no bicycle racks are provided on site. Proposed Building C site plan provides a bicycle rack, however it does not appear to be able to accommodate 10 bicycles for the overall required parking spaces for all three lots, nor are these racks located within 50 feet of a building entrance. ***The applicant is requesting to modify and waive these requirements.*** Given the uses on this site, Staff is generally supportive of the request to provide 8 bicycle racks instead of 10, however, Staff believes it is important to locate these racks in a clearly visible location, closer to a building entrance.

In general, as a commercial property, the existing and proposed developments are required to provide parking spaces at 10 feet by 20 feet and provide 5 designated parking spaces with electrical vehicle infrastructure. Currently, all parking spaces are provided at 9 feet by 20 feet, which was the standard at the time of development. *The applicant is requesting to provide 9 feet by 20 feet parking spaces with Building C in order to maintain consistency throughout the sites.* ***The applicant is requesting a waiver for the required electrical vehicle infrastructure.*** While Staff is generally supportive of the request to maintain the parking space sizing for consistency, Staff believes there is a need for all new developments to provide electrical vehicle infrastructure accommodation.

Lighting and Mechanical. While not directly indicated on the development plans, the applicant does not request any specific waivers from this section of the LF District. Language will be added to the PD Narrative indicating this section will be fully met. Compliance will be confirmed at the time of the site development review process, prior to obtaining a construction permit.

Landscape.
Landscaping within the LF District shall comply with the provisions in this section, the town's list of approved plant materials, and the standards contained within Article VI of the Town's general Zoning Ordinance. While the existing site and proposed development plans mostly comply with the requirements of this section, there are several items that are out of compliance, as listed below:

Foundation Planting. Foundation plantings or sidewalk tree gates are required for buildings or groups of contiguous buildings that are 5,000 square feet or larger. One large canopy tree 4 inch minimum caliper, shall be required for every one thousand square feet of gross building area. These trees shall be located within 20 feet of the face of the building. These plantings are intended to provide pedestrian areas while breaking up the large areas of impervious surface.*Existing Building A does not currently meet this requirement, and will be captured as part of this PD.* Existing Building B would not have been required to comply due to building size at the time of construction, but given the new expansion, Building B would now have to provide foundation planting. ***The applicant is requesting to meet the foundation planting requirements through provision of outdoor amenities, in the form of a gazebo, a covered playground, a dog park, trail connection, and benches.*** While staff is generally supportive of this request, the proposed benches need to be increased in number and located more appropriately, within the dog park area, by the playground, and along the trails and open spaces. Staff also believes it is appropriate for the applicant to provide samples of the type of furnishing, playground equipment, playground shade cover, and any other outdoor amenity in order to ensure quality product is memorialized as part of this PD.

Approved Plant List. The Town provides a list of approved plant species in an effort to ensure survivability of all new plantings in this particular region, as well as avoid any invasive species. Weeping Willows are not currently on the approved plant list. ***The applicant is requesting to utilize weeping willows within the open space for Building C.*** While Staff is generally supportive of this tree species within the context of this development, the landscape plans need to be updated to show the weeping willows within the legend.

Mechanical Equipment. All mechanical equipment shall be screened on all sides from public view at a point six feet above ground level at the property line. For ground-mounted equipment a solid evergreen hedge of sufficient height and density to screen equipment within 18 months of planting may be used if properly irrigated and maintained. ***Building A does not currently meet this requirement and the applicant is requesting to waive the ground mechanical equipment screening requirement.*** Staff believes that given the proposed site improvements for the entire subject property, there is opportunity to provide proper screening for the ground-mounted mechanical equipment.

Parking Lot Landscaping. One of the requirements of this section states that parking lots shall not exceed 8 spaces in a row without being interrupted by a landscaped island (9-foot minimum). ***All three lots do not comply with this requirement and the applicant is requesting a waiver for all three lots.*** Staff believes that given the proposed site improvements for the subject property in its entirety, there is opportunity to provide a landscape island every 8 spaces with the required tree

planting.

Dumpster Requirements. All new commercial lots are required to provide a double dumpster enclosure in order to accommodate a trash dumpster and recycling container. Trash dumpsters, recycling containers and other waste receptacles shall be screened with a clay-fired brick or stone wall of a color that is consistent with the color of the primary building, minimum 8-foot in height. Screening enclosures shall be visually and aesthetically compatible with the overall project. Currently Building A and Building B, share one single trash dumpster. The proposed development plans show a total of 3 double dumpster enclosures to be provided, however two of the enclosure are located on Lot 1R (Building C). ***The applicant is requesting a waiver to this requirement and an allowance to provide a shared dumpster agreement between Lot 3 and Lot 1R. The applicant is also requesting waiver to dumpster enclosure screening and wall height.*** While Staff is generally supportive of a shared dumpster agreement between the two lots, there is a need to include a drafted agreement within the PD documents in order to avoid any issues in the future. However, Staff believes that all screening must be met and all dumpster enclosure walls must be 8 feet in height.

Sign Standards. While not directly indicated on the development plans, the applicant does not request any specific waivers from this section of the LF District. Language will be added to the PD Narrative indicating this section will be fully met. Compliance will be confirmed at the time of sign permit review process, prior to obtaining any sign permits. Given the multiple lots and tenants, the overall development will be required to comply with the Town's current sign master plan requirements.

Fire. The fire department has reviewed and generally approved the proposed development plans for the purposes of the zoning request. This is not an approval of the plans for actual construction.

Comprehensive Plan. The future land use of this area is identified as Lakefront District. The proposed uses and development concepts would not significantly conflict with the overall vision for this area.

Recommendation to the Commission.
While the proposed development falls within the vision for future land use in this area, the property owner is requesting a significant number of deviations from the Town's development standards with the justification that the limited buildable area and height restriction on this property present challenges to developing the site to fully comply with all of the requirements and still be financially feasible.

While this property poses some limitations due to flood plain constraints, there is still certain flexibility in site design when such development occurs on mostly greenfield sites. Staff also has concerns given some of the challenges that had to be overcome while working with the applicant, as the property owner and developer, of the existing two buildings on the subject property. As a result, there is a significant list of considerations Staff believes must be addressed if the applicant is wanting to move forward with the proposed development.

That being said, if all of the considerations are addressed and proper commitments made, Staff would be amenable to working through some of the more minor waiver requests as a trade-off for an otherwise enhanced site, landscape, and building design, with high quality, unique building aesthetic, and a development that could encourage continued exceptional development of the Lakefront District. *At that time, with the significant list of outstanding considerations, Staff was not*

comfortable supporting the request even conditionally.

Staff believes that the following items are important in order to ensure the proposed development is properly executed and fits into the long-term vision for this area.

PD Narrative
Every PD request in the Town is required to provide a PD Narrative that outlines exactly what is being proposed, what development standards are being followed, how the development varies from the base zoning or typical requirements of the Town, and include all the relevant exhibits that capture the concept and the aesthetic of the proposal. Everything is essentially wrapped in a neat and straight forward package. A sufficient PD Narrative has not been provided. Staff believes that if the Commission considers supporting this PD request, that a sufficient PD Narrative be required prior to Council.

PD Narrative has been provided for the November 15, 2022 Council meeting.

Previous Development Agreement
Staff believes that the conditions of the previously drafted but withdrawn Development Agreement from 2021 are still valid, and could serve as safeguards for the Town with regard to ensuring quality development, inside and out. Staff believes that a new Development Agreement should be drafted and the following conditions carried over:

- All development plans and associated renderings and documents to be captured as part of the DA
- Shared access and use agreement for the dumpsters on Lot 1R.
- Formation of a Condominium Association.
- Minimum ceiling heights for second and third floor to be at minimum 10 feet.
- Signage that reference Condominiums.
- Accessory Structures – proposed accessory structures within this District shall be reviewed at the discretion of the Development Services Director. Appeals to the Director's decision shall go before the Planning & Zoning Commission, appeals to the Commission's decision shall go before Town Council for final consideration.
- Future Building & Construction Permits –
    - Interior layouts and finishes associated with the PD as previously provided, showing stainless steel appliances, granite counter tops, and specific style and brand lighting and plumbing fixtures and hardware, to be captured as the proposed brand and quality or higher.
- Future construction and building permit applications are subject to meeting relative International Codes and Engineering Design Standards, as amended.
- Potential changes to plans may also be subject to additional review and approval by USACE and/or TXDOT.

Applicant has provided the necessary updated agreements for review by the Town's attorney and has signed the new Development Agreement, inclusive of all the items listed above, for the November 15, 2022 Council meeting.

Development Plans Clean Up
In general, there are still some discrepancies and typos within the plans in terms of consistency, labeling, and accuracy of the Site Data Table. All plan pages need to be cleaned up and relay the same consistent message.

Applicant has revised plans accordingly for the November 15, 2022 Council meeting.

District Standards

Streetscape and Landscape for Residential At-Grade.

Staff believes the requirement to provide at least 5 feet of landscaping between the sidewalk and the residential at-grade frontage is important in order to meet the intent of the LF District and there is opportunity to utilize the proposed patio to meet this requirement.

Buildings.

In general, Staff does not believe the submitted façade plans for proposed Building C offer the unique or interesting architectural features or elements that would directly contribute to the attractiveness of the street and enhance the pedestrian environment as intended by this section. Staff believes there is opportunity to enhance the proposed Building C design and material quality, improve the garage door design due to visibility off the street, provide 16-foot high ceilings at-grade, increase glazing, provide an awning across the retail space frontage, inset the entries as required, and construct the residential unit at-grade in a way that activates the frontage of this building, instead of blocking it off by a stone wall. That being said, Staff believes the proposed ground-floor layout should be revised to increase the retail space and move it along the majority of the building frontage.

Staff also recommends that, if no elevations are to be provided with the request, language should be included within the PD Narrative to ensure that the expansion of the daycare facility not only follows the design standards within the LF District but also matches the existing building.

Parking and Accessibility.

While the proposed development plans show all three sites as providing a sufficient number of parking spaces overall, as mentioned above, reserving spaces for specific uses does not align with the shared parking across property lines within the LF District. Staff believes all parking spaces, aside from those specifically required for the residential component, should be unassigned. Staff also believes the applicant should provide the required 5 spaces with electrical vehicle charging station infrastructure.

This requirement does not take up room on the site as it utilizes existing parking spaces, and does not require the property owner to actually provide the charging stations, just provide the infrastructure necessary to install these stations in the future. This item is important because it promotes sustainability and encourages new developments to more into the future of the growing demand for innovative vehicle options.

Landscaping.

While staff is generally supportive of the request to meet the foundation planting requirement through the provision of outdoor amenities, the proposed benches need to be increased in number and located more appropriately, within the dog park area, by the playground, and along the trails and open spaces. Staff also believes it is appropriate for the applicant to provide samples of the type of furnishing, playground equipment, playground shade cover, and any other outdoor amenity in order to ensure quality product.

While Staff is generally supportive of weeping willow to be allowed within the context of this development, the landscape plans need to be updated to show the weeping willows within the legend.

Staff believes that given the proposed site improvements for the entire subject property, there is opportunity to provide proper screening for the ground-mounted mechanical equipment.

Staff believes that given the proposed site improvements for the subject property in its entirety, there is opportunity to provide a landscape island every 8 spaces with the required tree planting.

While Staff is generally supportive of a shared dumpster agreement between the two lots, there is a need to include a drafted agreement for the shared access and use of the dumpster within the PD documents, as mentioned in the previous DA, in order to avoid any issues in the future. However, Staff believes that all screening must be fully met and all dumpster enclosure walls must be 8 feet in height.

Applicant has provided revised plans showing most of these items as being addressed for the November 15, 2022 Council meeting.

Residential Amenities.
Staff believes that in order to ensure the longevity of the residential units, as well as to provide the best quality of life standards for future residents, the proposed Building C mixed-use condo development should provide appropriate indoor amenities, such as a gym, an event space, a shared office space, and/or a rooftop deck, garden, or pool. There is opportunity to reconfigure the ground-floor to improve the retail space and provide residential amenities.

Applicant has revised the ground floor to provide a full retail frontage with residential amenities on the interior of the building in the form of a gym for the November 15, 2022 Council meeting.

Tree Mitigation
Prior to obtaining approval of the requested PD, the applicant must fully address the outstanding tree mitigation requirements.It is important to note that the tree mitigation is a standalone item that, in an effort to help the applicant, has been rolled into this PD to meet the required landscaping for the development. However, without the PD, the tree mitigation must still be fully met in order for the applicant to be able to obtain any building permits on the existing or the proposed building, if approved.

Applicant maintains that the tree mitigation will take place during the development of the proposed new building and site improvements as part of this PD request. Staff believes the applicant should at the very least provide in writing a commitment to plant all proposed trees prior to obtaining a CO for Building C, as well as pay the remaining balance of $7,147.32 owed for the tree mitigation.

BUDGET IMPACT:

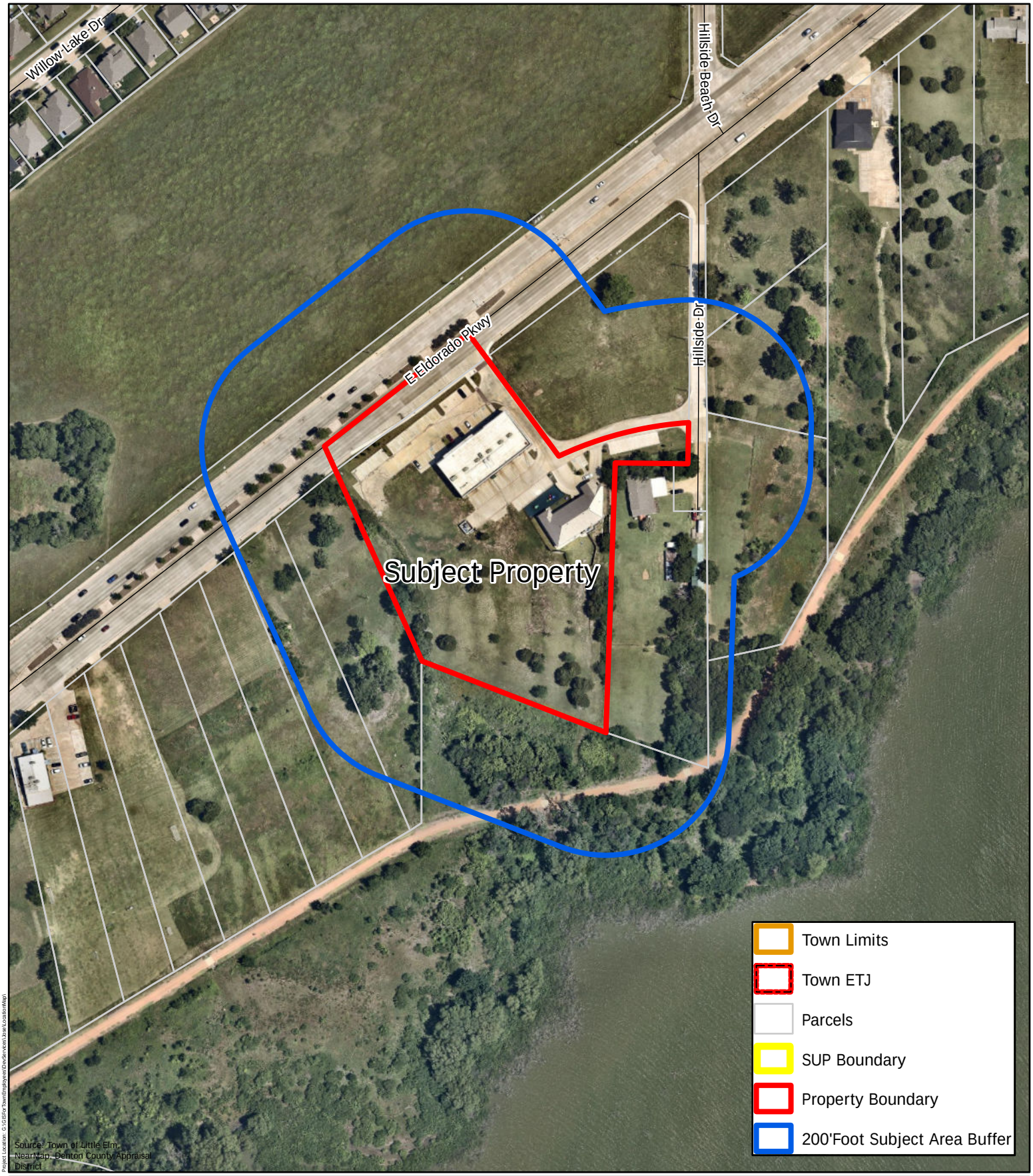
This item has no budget impact.

RECOMMENDED ACTION:

Planning and Zoning Commission recommends denial of the request as proposed.

Attachments

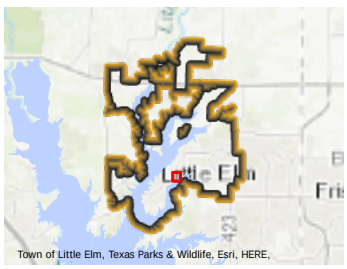
Location Map
Ordinance No. 1681



LITTLE ELM

PD:22-1632
Lakeshore Plaza

0 0.02 0.04 0.08 Miles



Town of Little Elm
Denton County, Tx

Date: 9/12/2022

This product is to be used for graphical representation only. The accuracy is not to be taken/used as data produced for engineering purposes or by a Registered Professional Land Surveyor for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed. Town of Little Elm and its members assume no responsibility for the accuracy of said data.

TOWN OF LITTLE ELM

ORDINANCE NO. 1689

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING FROM LAKEFRONT DISTRICT, TO A NEW PLANNED DEVELOPMENT – LAKEFRONT (PD-LF) DISTRICT IN ORDER TO CAPTURE EXISTING DEVELOPMENT AND ALLOW A NEW MIXED-USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT WITH MODIFIED USES AND DEVELOPMENT STANDARDS ON 4.159 ACRES OF LAND GENERALLY LOCATED AT 550 EAST ELDORADO PARKWAY; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, a request for Planned Development-Lakefront (PD-LF) with modified uses and development standards on approximately 4.159 acres of land, more specifically described in the exhibits, attached hereto; and

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

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

WHEREAS, at its regular meeting held on October 6, 2022 the Planning & Zoning Commission considered and made recommendations on a request for Planned

Development-Lakefront (PD-LF), Case No. PD-22-01632); and

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

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

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

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by issuing Planned Development-Lakefront (PD-LF) with modified uses and development standards in order capture existing development and allow new commercial and residential development with modified uses and development standards as well as expand the existing daycare facility, the same generally located at 550 East Eldorado Parkway, within Little Elm Town limits, approximately 4.159 acres of land more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

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

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

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

a) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then

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

b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council.

c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

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

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

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 15th day of November, 2022.

Town of Little Elm, Texas

_____

Curtis Cornelious, Mayor

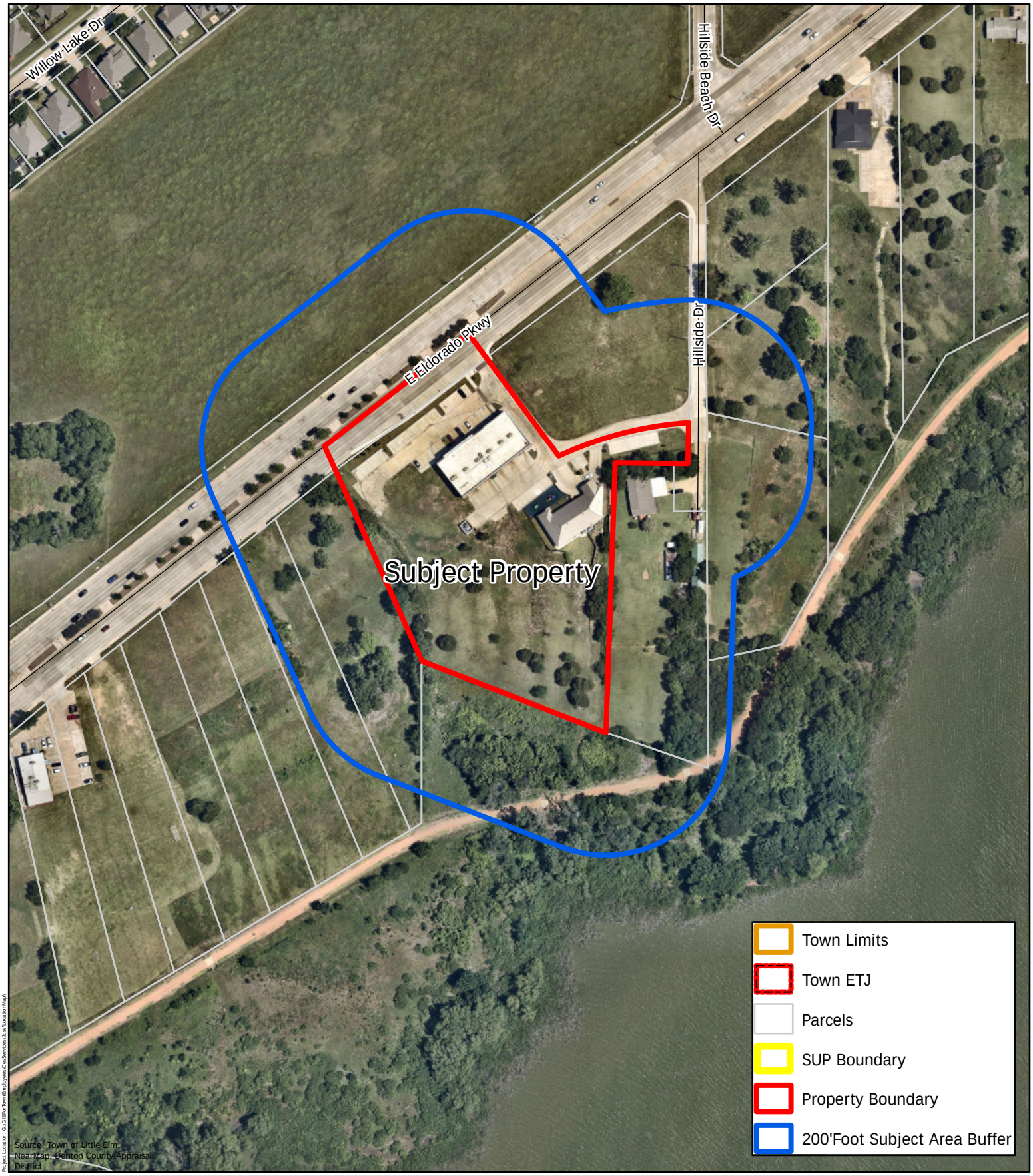
ATTEST:

_____

Caitlan Biggs, Town Secretary

Exhibit A

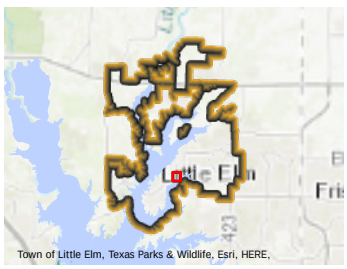
Property Description



LITTLE ELM

PD:22-1632
Lakeshore Plaza

0 0.02 0.04 0.08 Miles



Town of Little Elm
Denton County, Tx

Date: 9/12/2022

This product is to be used for graphical representation only. The accuracy is not to be taken/used as data produced for engineering purposes or by a Registered Professional Land Surveyor for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed. Town of Little Elm and its members assume no responsibility for the accuracy of said data.

Exhibit B

PD Standards

LAKE SHORE PLAZA PLANNED DEVELOPMENT DISTRICT

This zoning submittal encompasses approximately 4.159 total acres of land within the Town of Little Elm more fully depicted on attached Exhibit A (the "Property"). The proposed use for the Property is a daycare facility, an indoor commercial amusement, commercial/retail, and 16 owner-occupied residential condo units, with covered and garage parking, and gym for the residents. This planned development ("PD") will provide the zoning regulations, as depicted on Exhibit B (Development Standards), necessary to develop the site. The development of this site must generally conform to Exhibit C (Development Plans and samples of products and materials).

It is the intent of this PD to alter the zoning for the Property from current zoning of Lakefront District to Planned Development district (PD-LF) based on the Lakefront District with modified development standards as outline within this document. As used herein "Zoning Ordinance" means the comprehensive zoning of the Town of Little Elm, Texas, in effect on the effective date of this Agreement, except as otherwise defined in this Agreement. Uses and development regulations specifically modified, designated or included in the PD shall not be subject to amendment after the date of the adoption of this PD (the "Effective Date") (whether through an amendment of the Zoning Ordinance or otherwise), except through an amendment of this PD. Uses and development regulations which otherwise are not specifically modified, designated or included in this PD shall be controlled by the "Zoning Ordinance", unless the context provides the contrary.

PROJECT LOCATION

The proposed PD is located at the current address of 550 Eldorado Parkway approximately 500 feet southwest of the Hillside Drive and Eldorado Parkway intersection, within Little Elm's Town limits. The property description is included as (Exhibit A) and the approved site plan is included within (Exhibit C).

SITE PLAN REQUIRED

The Site Plan attached hereto as Exhibit C, and incorporated herein by reference, demonstrates locations of the proposed buildings and improvements within the Property. Any amendment to the site plan approved as a part of the ordinance establishing the planned development district is a change in zoning district classification and must follow the same procedures as set forth in Section 106.04.03, except that the director of planning and development may approve minor revisions which do not alter the basic relationship of the proposed development.

The development will have unified and consistent design elements and provide a cohesive aesthetic, overall aligning with the general vision and intent of the Lakefront District.

EXHIBIT B
Development Standards

GENERAL CONDITIONS FOR PD:

1) Use Regulations. No building, structure, land or premises will be used, and no building or structure shall hereafter be erected, constructed, reconstructed or altered except for one more of the uses specified in 106.04.02 - Lakefront District and Sec. 106.05.01 (b) Nonresidential Zoning Districts Uses. Daycare facility use shall be allowed only on Lot 4 and shall be limited to that particular area designated on the approved site plan as encompassing a total area not to exceed 6,070 square feet.

2) Base Zoning District. The permitted uses and standards shall be in accordance with the Lakefront District, unless otherwise specified herein.

3) General District Standards. All provisions within Division 3 of Sec. 106.04.02 - Lakefront District shall be met except as specified below:

    a. The minimum lot area for Lot 3 shall be at least 0.822 acres.

    b. Block face. Continuous building frontage will be considered to be met if 80 percent or more of the primary building facade is located within 96.5 feet of the right-of-way

4) Buildings. All provisions within Division 4 of Sec. 106.04.02 - Lakefront District shall be met except as specified below:

    a. Exterior materials. Nichiha quality, or higher, large format masonry panels, identified as Group B material, shall not exceed 30% per facade. Steel garage doors, wood-like appearance and texture.

    b. Windows and glazing as shown on the facade plans as the minimum requirement.

    c. Nonresidential at grade allowed to have a minimum clear height of at least 14 feet between finished floor and the bottom of the structure above.

    d. Exterior construction for the addition to Building B, 1,247 square-foot area as shown on the floor plan shall comply with standards within Sec. 106.04.02 - Lakefront District, and be cohesive with existing building.

5) Parking and Accessibility. All provisions within Division 5 of Sec. 106.04.02 - Lakefront District shall be met except as specified below:

    a. Bicycle parking. Allowed location as depicted on the site plan.

    b. Parking spaces allowed at 9 feet wide by 20 feet long.

6) Lighting and Mechanical. All provisions within Division 6 of Sec. 106.04.02 - Lakefront District shall be met.

7) Landscape. All provisions within Division 6 of Sec. 106.04.02 - Lakefront District shall be met, and all landscaping shall comply with the Zoning Ordinance in general, as it exists or may be amended in accordance with the standards in effect at the time of development or requested change.

    a. Foundation planting shall be met through provision of outdoor amenities, in the form of a gazebo, two covered playgrounds (Lot 1R and 4), a large dog park, trail connection, and benches. Locations and product samples included for reference.

b. Open space and landscaping for residential mixed use projects. In lieu of the town's requirement for open space and trees for residential development, a publicly accessible amenitized green space shall be provided as shown on the site plan.

c. Dumpster Requirements. Dumpster for Lot 3 shall be allowed on Lot 1R, through shared dumpster agreement.

d. Ground mounted mechanical equipment shall be screened with a decorative steel screen fence as shown on the sample within Exhibit C.

8) Future Building & Construction Permits

a. Interior layouts and finishes associated with the residential component, showing stainless steel appliances, granite counter tops, and specific style and brand lighting and plumbing fixtures and hardware, to be captured as the proposed brand and quality or higher.

b. Future construction and building permit applications are subject to meeting relative International Codes and Engineering Design Standards, as amended.

c. Potential changes to any of the attached development plans may also be subject to additional review and approval by USACE and/or TXDOT.

9) Accessory Structures

a. Proposed accessory structures within this District shall be reviewed at the discretion of the Development Services Director. Appeals to the Director's decision shall go before the Planning & Zoning Commission, appeals to the Commission's decision shall go before Town Council for final consideration.

Exhibit C

Development Plans

W. ELDORADO PARKWAY - F. M. ROAD NO. 720
(R. O. W. VARIES)

STATE OF TEXAS
VOL. 647, PG. 312,
D. R. D. C. T.

LOT 2, BLK A
1.780 AC.

BUILDING 'A'
TOTAL BUILDING = 9,820 SQ.FT.
9,820 SQ.FT. AMUSEMENT

BUILDING 'B'
1,247 SQ.FT.
NEW CHILD-CARE
PROPSD. ADDTN.

BUILDING 'B'
4,823 SQ.FT.
EXISTING CHILD-CARE

OUTDOOR CONDO.
AMENITY AREA

LOT 1
JIM ELBERT SUBDIVISION
VOL. 2, PG. 180,
P. R. D. C. T.
ZONED: 'LC'

U. S. A. PERPETUAL
FLOWAGE EASEMENT
RESERVED TO LANDS
BELOW 537 FOOT
CONTOUR PER
VOL. 466, PG. 322,
D. R. D. C. T.

30' CHANNEL CLEARANCE
RIGHT-OF-WAY EASEMENT #2
VOL. 647, PG. 303,
D. R. D. C. T.

FLOOD ZONE BOUNDARY
LOCATED AT 537 CONTOUR

ZONE "X"
ZONE "AE"

20' SANITARY SEWER EASEMENT #2
#2007-113558, O. P. R. D. C. T.
SEE NOTE 1.

EXISTING OVERHEAD
POWER LINE

THE YEHUD GROUP, LTD.
VOL. 4722, PG. 2380,
D. R. D. C. T.
ZONED: 'LC'

CENTEX HOME EQUITY COMPANY, LLC
VOL. 5084, PG. 1986,
D. R. D. C. T.
ZONED: 'LC'

SHERRY J. WARREN, TRUSTEE
DENTON COUNTY, TEXAS
VOL. 2754, PG. 129,
D. R. D. C. T.

CALLED "PUBLIC ROAD"
(KNOWN AS HILLSIDE DR.)

POINT OF BEGINNING

POSSIBLE MONUMENTED DEED OVERLAP SEE NOTE 1

PREVIOUSLY MONUMENTED BOUNDARY OF RECORD SEE NOTE 1

N 89°22'57" W
(N 89°33'39" W 138.00')
137.39

S 01°58'30" W
(S 01°50'12" W 434.53')
439.58

N 68°45'16" W
(N 69°17'25" W 319.70')
321.44'

(N 24°22'46" E 341.32')

LAKE
LEWISVILLE

UNITED STATES OF AMERICA
GARZA-LITTLE ELM DAM & RESERVOIR
VOL. 392, PG. 337,
D. R. D. C. T.

BETTY LOUISE CHAPPELL
VOL. 1133, PG. 467,
D. R. D. C. T.

ZONED: RESIDENTIAL

CLUSTER OF 3" - 8" JUNIPERS AND HACKBERRY TREES

R.O.W.
GRAVEL ROAD
CENTER OF R.O.W.
CONCRETE
STOP BAR

NOTES:
1. ALL PARKING STRIPING TO BE COLORED: WHITE
2. RAMPS TO BE INTEGRALLY COLORED: "ADOBE"

INTEGRALLY STAMPED W/ CITY APPROVED COLORS

INTEGRALLY STAMPED CONC. W/ CITY APPROVED COLORS

INTEGRALLY STAMPED CONC.

26' F. & M. L. & U. E. PROPOSED

10' P. U. E. PROPOSED

DUMPSTER(S) TO BE SCREENED BY MIN. 8' MASONRY WALLS PER TOWN STANDARDS, RE: A2.2 FOR ELEVATIONS

DUMPSTER TO BE SCREENED BY 6' MASONRY WALLS PER TOWN STANDARDS

DUMPSTER(S) TO BE SCREENED BY 6' MASONRY WALLS PER TOWN STANDARDS

BUILDING 'A' TOTAL FOOT-PRINT = 10,363 sq.ft.
LEVEL 1 (Re: A1.1)
3,320 SQ.F.T LEVEL 1 RETAIL 'C'(1&2) / 16 PRIVATE CONDO. GARAGES / & 1X RESIDENTIAL AMENITY SPACE.

RETAIL C-1 (RE: A1.1)
RETAIL C-2 (RE: A1.1)
PRIVATE AMENITY (RE: A1.1)
RESIDENT PARKING / CIRCULATION (RE: A1.1)

BLDG. 'A' MECH. w/ DECORATIVE SCREENING FENCE AT SIDES (RE: A2.4) / LANDSCAPE SCREENING IN FRONT PER LANDSC.

OVER HEAD (DASHED)

PROVIDE E.V. CHARGING CONDUIT THESE (5) 'E.V.' SPACES

EXIST. STAMPED SIDEWALK

20' LANDSC.

10' LANDSC.

SIDEWALK

99.8

11 SPACES @ 9'=99

6 SPACES @ 9'=54

3 SPACES @ 9'=27

7 SPACES @ 9'=63

05 SPACES AT 9'-0"= 45

07 SPACES AT 9'-0"= 63

8 SPACES AT 9' = 72

2 SPACES = 18

41 SPACES AT 9' = 369

7 SPACES X 9' 63

CHILD DROP-OFF

EXIT GATE / FIRE ACCESS

OUTDOOR PLAY AREA 'A'

OUTDOOR PLAY AREA 'B'

OUTDOOR PLAY AREA 'C'

12'x12' Bfg

OUTDOOR PLAY AREA 'B' = 8,000 SQ.FT.

NOTE: ALL PLAYGROUND EQUIPMNET MUST BE COMMERCIAL GRADE

PLAYGROUND STRUCTURE WITH SHADING, RE: SPECS.

NOTE: ALL PLAYGROUND EQUIPMENTS MUST BE COMMERCIAL GRADE

NOTE:
THE PLAYGROUND EQUIPMENT WILL NEED TO BE SECURED TO THE GROUND TO PREVENT IT FLOATING INTO THE LAKE DURING PERIOD OF HIGH WATER.

MIN. 6" WIDTH OF RUBBER MULCH-SURROUND. DEPTH AND SPEC OF MULCH PER PLAYGROUND CONTRACTOR.

TYP. PROPERTY FENCES:
WROUGHT IRON FENCE:
PANEL SIZE: 72" X 72"
POSTS: 2" X 2"
RAILS: 1.25" X 1.50"
SPACES: 3.50" X 3.50"
SURFACE: PRE-GALVANIZED OR POWDER-COATED; PAINT BLACK

20'X20' GAZEBO

metal trash receptacle

PAVED 5' WALK

PAVED 10' WALK

CONNECT TO CITY TRAIL

GATE

DOG PARK

bench

FENCE

SITE DATA TABLE

ITEM	LOT 3 (BLDG A)	LOT 1R (BLDG C)	LOT 4 (BLDG B)	TOTAL
GENERAL SITE DATA	EXST. ZNG. PRPSD. ZNG.	EXST. ZNG. PRPSD. ZNG.	EXST. ZNG. PRPSD. ZNG.	
Zoning (From Map)	LF PD-LF	LF PD-LF	LF PD-LF	--
Land Use (From Zoning Ordinance)	AMUSEMENT	RETAIL/ CONDOMINIUM	CHILD CARE	--
Lot Area (Sq.ft. and Acres)	35,803 s.f. (0.822 AC)	91,633 s.f. (2.104 AC)	53,730 s.f. (1.233 AC)	181,166 s.f. (4.159 AC)
Bldg. Footprint Area (Sq.ft.)	9,820 s.f.	10,363 s.f.	4,823 EXISTING, 1,247 PROPOSED ADDITION: TOTAL = 6,070 S.F.	26,756 s.f.
Total Bldg. Area (Sq.ft.)	9,820 s.f.	32,769 s.f.	6,070 s.f.	48,659 s.f.
Bldg. Height (# Stories)	1	3	1	--
Bldg. Height (Feet - Distance to Tallest Bldg. Element)	30'-0"	45'-0"	23'-0"	--
Lot Coverage (x.xx%)	27.84%	11.38%	13.79%	15.19%
Floor Area Ratio (x.xx%)	27.84%	56.88% (ALL 3 STORIES)	13.79%	38.07%
PARKING				
Parking Ratio (From Zoning Ordinance)	1/200	1/250 and 2 PER UNIT	1/35 CHILDREN / 10	--
Required Parking (# Spaces)	49.1	14 RETAIL + 16(x2)CONDO=46	13.5	124.1
Provided Parking (# Spaces)	45 (8.4% REDUCTION)	56	22	124
Accessible Parking Required (# Spaces)	2	2	2	6
Accessible Parking Provided (# Spaces)	2	2	2	6
TOTAL 'E.V.' PARKING (CONDUIT PROVIDED)		5		5

PARKING NOTES: SPACES LABELED "CONDO" ARE RESERVED FOR THE RESIDENTIAL UNITS IN BLDG. C CONDO. SPACES ARE ON-SITE AND THERE ARE 16 TOTAL SPACES IN THE BLDG 'C' LEVEL 1 GARAGE.

PARKING NOTES: CONNDOS SLIGHTLY OVER-PARKED TO ALLOW FOR ADMIN.

PARKING NOTES: SPACES LABED "CHILD-CARE" ARE RESERVED FOR BLDG. B

PARKING NOTES: REQUESTING VARIANCE FOR AN 8% REDUCTION FOR BLDG. A

'LOT 3' FOR RETAIL BUILDING 'A' APPROX. 35,803 S.F.

LOT 2: 1.780 ACRES

'LOT 1-R' FOR RETAIL & CONDOMINIUM BUILDING 'C' APPROX. 91,633 S.F.

'LOT 4' FOR CHILD CARE BUILDING 'B' APPROX. 53,730 S.F.

PROPERTY KEY MAP

PROJECT NAME: LAKESHORE PLAZA
LEGAL DESCRIPT (FROM PLAT):
LOT 1 IN BLOCK A, OF LAKESHORE PLAZA A PORTION OF THE MATTHEW JONES SURVEY, ABSTRACT NUMBER 667, IN THE TOWN OF LITTLE ELM DENTON COUNTY, TEXAS CONTAINING 266,619 SQ. FT OR 6.121 ACRES June, 2016

ANY MATERIALS OR METHODS CONTAINING OR USING ASBESTOS ARE PROHIBITED

Site Plan
01 1" = 30'

PLAN NORTH

0 20 40

OWNER & APPLICANT:
MATT SHEKARI mattshekari@gmail.com 972-339-2943
TOPTEL LLC 3899 Adams Ln, Frisco, TX 75034

ARCHITECT OF RECORD:
WES GUSTIN, RA, LEED AP wes@triunearchitecture.com 972-363-6155

TRIUNE ARCHITECTURE
972-363-6155
www.triunearchitectureplic.com

Lakeshore Plaza
Bldg. 'C'

Eldorado Pkwy.
and Hillside Dr.
Little Elm, TX
75206

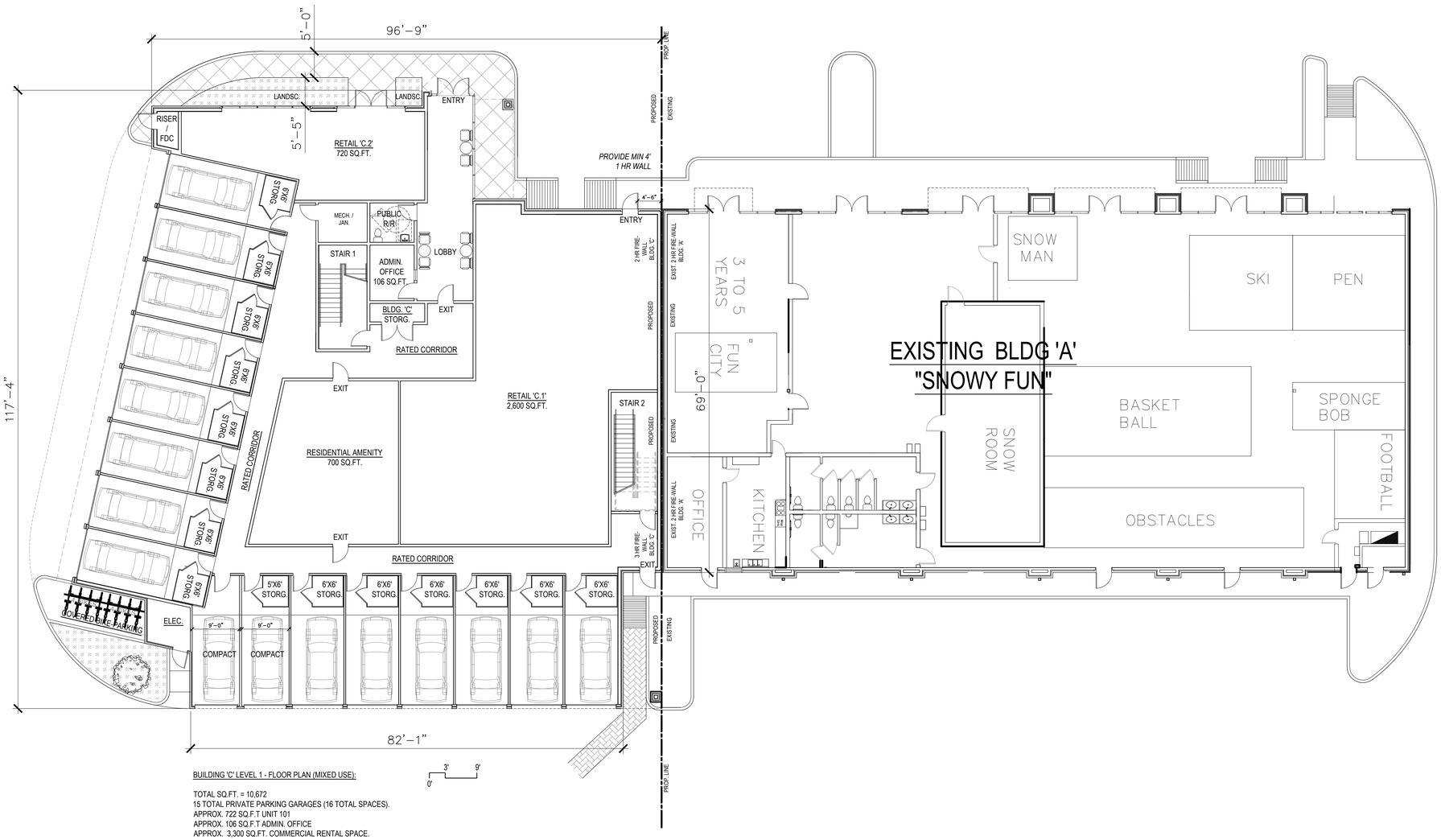
Site Review 02-24-22
PD 03-11-22
PD 03-30-22
PD 05-20-22
PD 08-05-22

PRELIMINARY
NOT FOR
REGULATORY
APPROVAL OR
COPNSTRUCTION

Project #: 2003.00

SITE
MASTER
PLAN

A0.1
10-20-2022



BUILDING 'C' LEVEL 1 - FLOOR PLAN (MIXED USE):

TOTAL SQ.FT. = 10,672
15 TOTAL PRIVATE PARKING GARAGES (16 TOTAL SPACES).
APPROX. 722 SQ.F.T UNIT 101
APPROX. 106 SQ.F.T ADMIN. OFFICE
APPROX. 3,300 SQ.FT. COMMERCIAL RENTAL SPACE.

Level 1 – Overall

01 3/32" = 1'–0"

PLAN NORTH

OWNER & APPLICANT:
MATT SHEKARI mattshekari@gmail.com 972-339-2943
TOPTEL LLC 3899 Adams Ln, Frisco, TX 75034

ARCHITECT OF RECORD:
WES GUSTIN, RA, LEED AP wes@triunearchitecture.com 972-363-6155

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Lakeshore Plaza
Bldg. 'C'

Eldorado Pkwy.
and Hillside Dr.
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75206

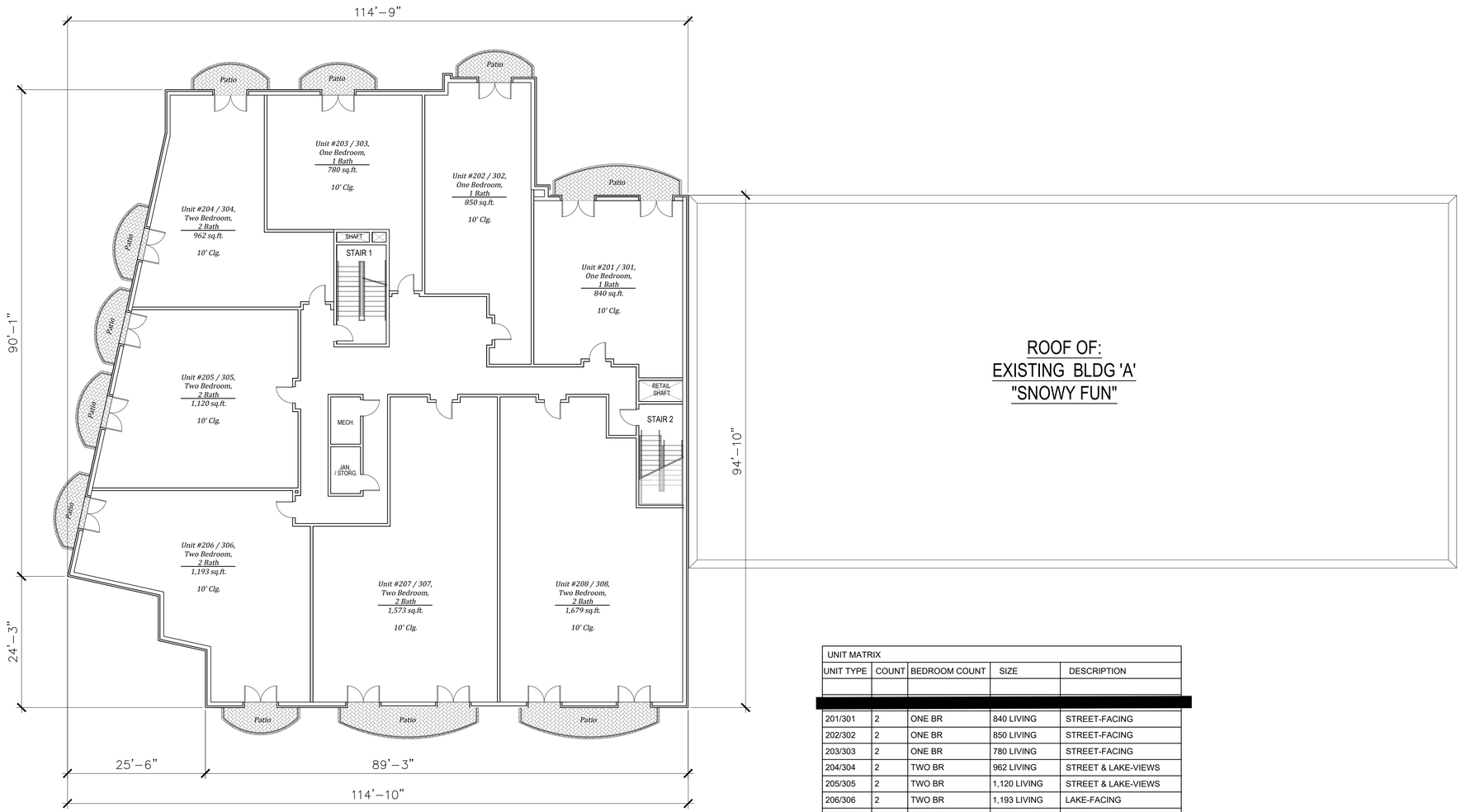
PRELIMINARY
NOT FOR
REGULATORY
APPROVAL OR
COPNSTRUCTION

Project #: 2003.00

Level 1
Overall
Floor Plan

A1.1

ANY MATERIALS OR METHODS CONTAINING OR USING ASBESTOS ARE PROHIBITED



UNIT MATRIX				
UNIT TYPE	COUNT	BEDROOM COUNT	SIZE	DESCRIPTION
201/301	2	ONE BR	840 LIVING	STREET-FACING
202/302	2	ONE BR	850 LIVING	STREET-FACING
203/303	2	ONE BR	780 LIVING	STREET-FACING
204/304	2	TWO BR	962 LIVING	STREET & LAKE-VIEWS
205/305	2	TWO BR	1,120 LIVING	STREET & LAKE-VIEWS
206/306	2	TWO BR	1,193 LIVING	LAKE-FACING
207/307	2	TWO BR	1,573 LIVING	LAKE-FACING
208/308	2	TWO BR	1,679 LIVING	LAKE-FACING
TOTAL	16			

BUILDING 'C' LEVEL 2,3 - FLOOR PLAN (LIVING UNITS):

GRAND TOTAL SQ.FT. = 10,536 (NOT INCLUDING PATIOS)

0' 3' 9'

Level 2 & 3

01

3/32" = 1'–0"

PLAN NORTH

OWNER & APPLICANT:
MATT SHEKARI mattshekari@gmail.com 972-339-2943
TOPTEL LLC 3899 Adams Ln, Frisco, TX 75034

ARCHITECT OF RECORD:
WES GUSTIN, RA, LEED AP wes@triunearchitecture.com 972-363-6155

ANY MATERIALS OR METHODS CONTAINING OR USING ASBESTOS ARE PROHIBITED

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Lakeshore Plaza
Bldg. 'C'

Eldorado Pkwy.
and Hillside Dr.
Little Elm, TX
75206

PRELIMINARY
NOT FOR
REGULATORY
APPROVAL OR
COPNSTRUCTION

Project #: 2003.00

Level 2 & 3

A1.2

- This Façade Plan is for conceptual purposes only. All Building plans require review and approval by Development Services.
- All mechanical units shall be screened from public view as required by the
- All signage areas and locations are subject to approval of Development Services Director
- When permitted, exposed utility boxes and conduits shall be painted to match the building
- Roof access shall be provided internally, unless otherwise permitted by the Chief Building Official



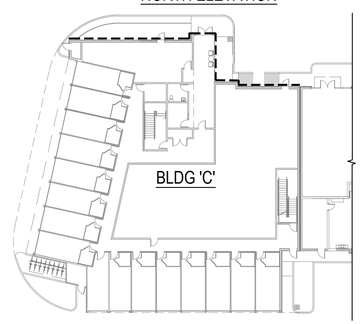
LEGEND

- CORONADO "STRIP" STONE COLOR: "BLACK FOREST"
- BRICK: ACME-COLOR: "MAROON"
- E.I.F.S. CORNICE-ROUGH FINISH COLOR: SW7004 "SNOWBOUND"
- BRICK: ACME-COLOR: "DARK BROWN"
- PRE-FIN ALUM. FASCIA COLOR: ALUMINUM
- WROUGHT IRON RAILINGS, PAINT BLACK
- STEEL CABLES
- STUCCO-ROUGH FINISH COLOR: SW2025 'CASTLE BEIGE'
- E.I.F.S. ACCENT ROUGH FINISH COLOR: SW2022 'DRY DOCK'
- E.I.F.S. CORNICE-ROUGH FINISH COLOR: SW7004 "SNOWBOUND"
- WALL SCONCE
- CAST STONE SILL / COLOR: BEIGE
- 'NICHIHA CEMENT-FIBER' PRODUCT: *ARCH. WALL PANELS; 'BLOCK'* COLOR: *GREY (parallel pattern)*
- 'NICHIHA CEMENT-FIBER' PRODUCT: *ARCH. WALL PANELS; 'STUCCO'* COLOR: *SANDSTONE, DESERT BEIGE (running pattern)*

MATERIAL TABULATIONS: 5,844
Total Elev. Surface = 5,844
Total Windows & Doors = 634
Total Elev (Minus Doors/Windows).: 5,210 sq.ft.
2,709 sq.ft. Brick (52%)
1,250 sq.ft. 'Nichiha'(24%)
834 sq.ft. Stacked Stone (16%)
417 sq.ft. Accent Materials (8%):
-Metal Awnings
-EIFS Cornices & Accents

3' 9'
0'

NORTH ELEVATION



Floor Plan Key
02
1" = 300'

PLAN NORTH

Front Elevation-Building 'C' (North)
01
3/16" = 1'-0"

OWNER & APPLICANT:
MATT SHEKARI mattshekari@gmail.com 972-339-2943
TOPTEL LLC 3899 Adams Ln, Frisco, TX 75034

ARCHITECT OF RECORD:
WES GUSTIN, RA, LEED AP wes@triunearchitecture.com 972-363-6155

TRIUNE ARCHITECTURE
972-363-6155
www.triunearchitecturepllc.com

Lakeshore Plaza
Bldg. 'C'

Eldorado Pkwy.
and Hillside Dr.
Little Elm, TX
75206

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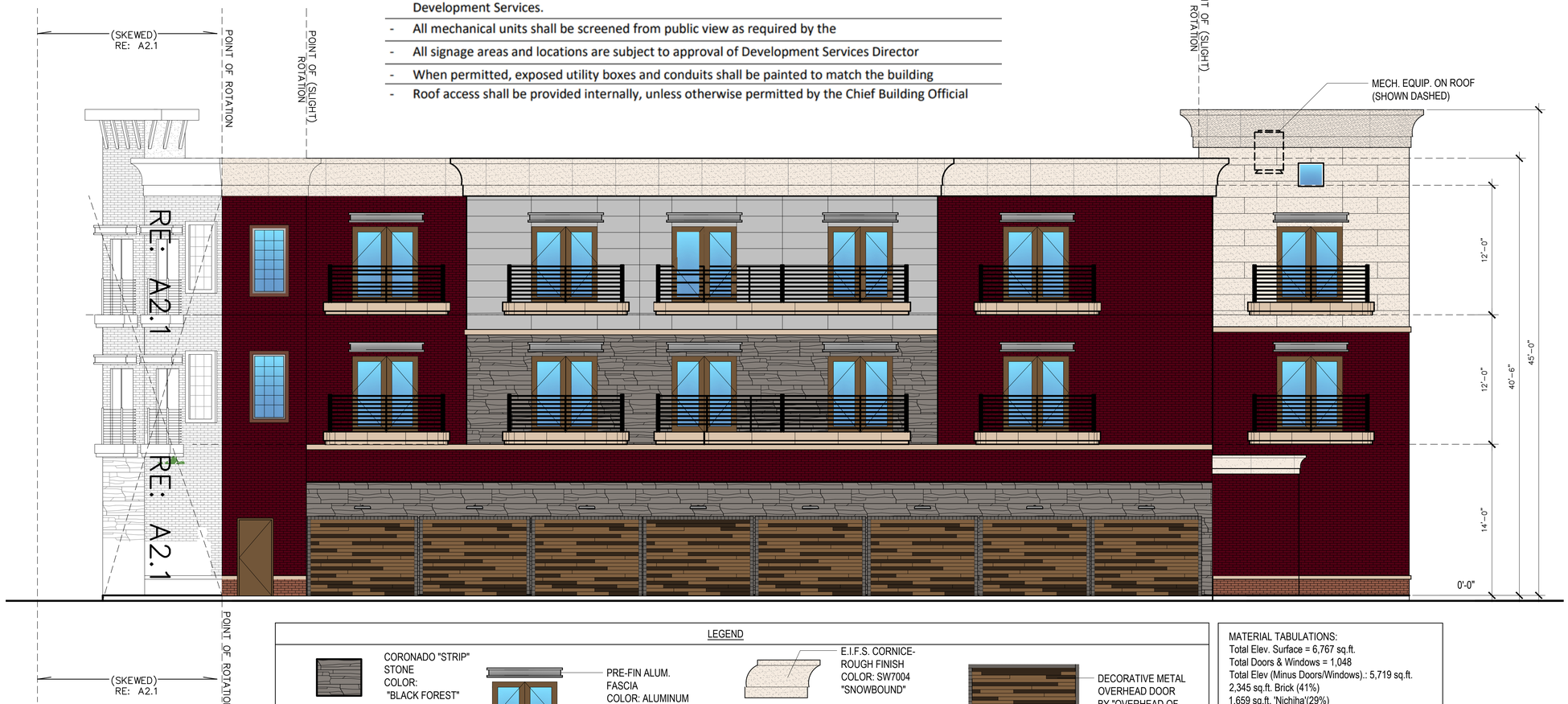
Project #: 2003.00

EXTERIOR
ELEVATION

A2.1

ANY MATERIALS OR METHODS CONTAINING OR USING ASBESTOS ARE PROHIBITED

- This Façade Plan is for conceptual purposes only. All Building plans require review and approval by Development Services.
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- All signage areas and locations are subject to approval of Development Services Director
- When permitted, exposed utility boxes and conduits shall be painted to match the building
- Roof access shall be provided internally, unless otherwise permitted by the Chief Building Official



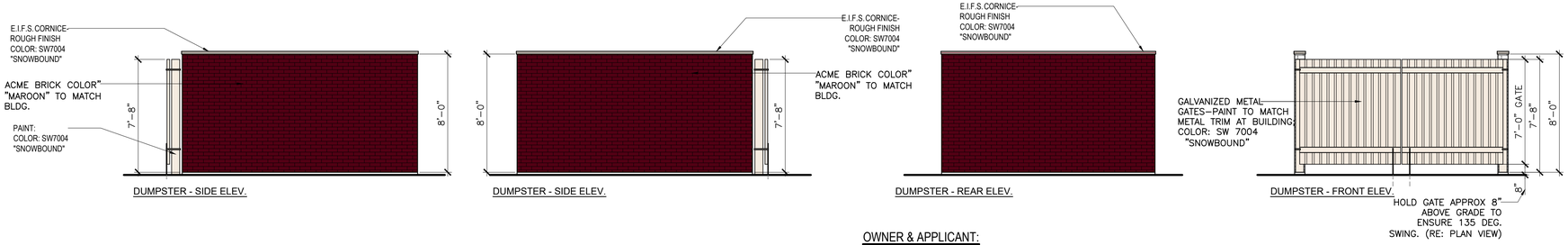
LEGEND

- CORONADO "STRIP" STONE COLOR: "BLACK FOREST"
- BRICK: ACME-COLOR: "MAROON"
- E.I.F.S. CORNICE-ROUGH FINISH COLOR: SW7004 "SNOWBOUND"
- BRICK: ACME-COLOR: "DARK BROWN"
- PRE-FIN ALUM. FASCIA COLOR: ALUMINUM
- WROUGHT IRON RAILINGS, PAINT BLACK
- STEEL CABLES
- STUCCO-ROUGH FINISH COLOR: SW2025 'CASTLE BEIGE'
- E.I.F.S. ACCENT ROUGH FINISH COLOR: SW2022 'DRY DOCK'
- CAST STONE SILL / COLOR: BEIGE
- E.I.F.S. CORNICE-ROUGH FINISH COLOR: SW7004 "SNOWBOUND"
- 'NICHIHA CEMENT-FIBER' PRODUCT: *ARCH. WALL PANELS; 'BLOCK'* COLOR: *GREY (parallel pattern)*
- 'NICHIHA CEMENT-FIBER' PRODUCT: *ARCH. WALL PANELS; 'STUCCO'* COLOR: *SANDSTONE, DESERT BEIGE (running pattern)*
- DECORATIVE METAL OVERHEAD DOOR BY "OVERHEAD OF PLANO" , STYLE: 'PLANKS' COLOR: 'BROWN AND SANDSTONE MIX'
- ROWLOCK BRICK: "ACME - GREY"
- WALL SCONCE

MATERIAL TABULATIONS:
Total Elev. Surface = 6,767 sq.ft.
Total Doors & Windows = 1,048
Total Elev (Minus Doors/Windows).: 5,719 sq.ft.
2,345 sq.ft. Brick (41%)
1,659 sq.ft. 'Nichiha'(29%)
1,315 sq.ft. Stacked Stone (23%)
400 sq.ft. Accent Materials (7%):
-Metal Awnings
-EIFS Cornices & Accents

3' 9'
0'

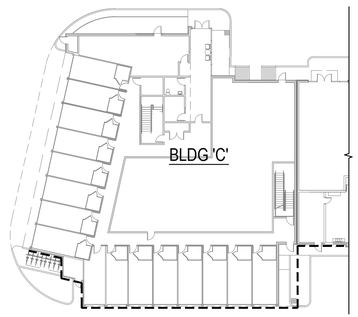
Side Elevation-Building 'C' (West)
01 3/16" = 1'-0'



Dumpster Elevations
02 1/4" = 1'-0'

OWNER & APPLICANT:
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ARCHITECT OF RECORD:
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SOUTH ELEVATION

Floor Plan Key
03 1" = 300'

PLAN NORTH

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Lakeshore Plaza
Bldg. 'C'

Eldorado Pkwy.
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75206

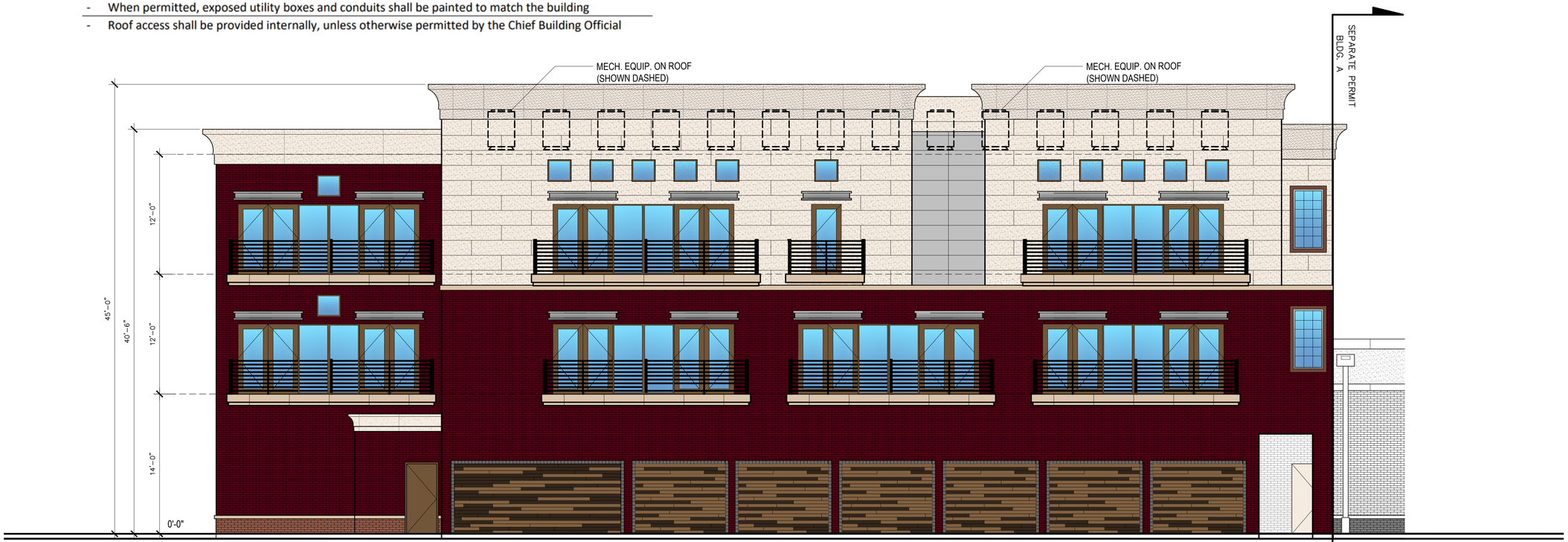
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Project #: 2003.00

EXTERIOR ELEVATION

A2.2

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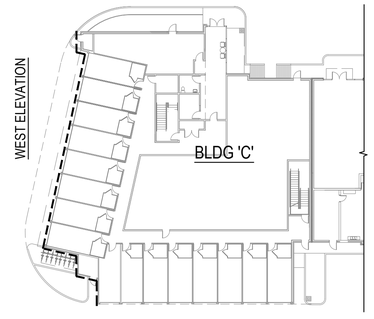


LEGEND

- CORONADO "STRIP" STONE COLOR: "BLACK FOREST"
- BRICK: ACME-COLOR: "MAROON"
- E.I.F.S. CORNICE-ROUGH FINISH COLOR: SW7004 "SNOWBOUND"
- BRICK: ACME-COLOR: "DARK BROWN"
- PRE-FIN ALUM. FASCIA COLOR: ALUMINUM
- WROUGHT IRON RAILINGS, PAINT BLACK
- STEEL CABLES
- STUCCO-ROUGH FINISH COLOR: SW2025 'CASTLE BEIGE'
- E.I.F.S. ACCENT ROUGH FINISH COLOR: SW2022 'DRY DOCK'
- CAST STONE SILL / COLOR: BEIGE
- E.I.F.S. CORNICE-ROUGH FINISH COLOR: SW7004 "SNOWBOUND"
- 'NICHIHA CEMENT-FIBER' PRODUCT: *ARCH. WALL PANELS; 'BLOCK'* COLOR: *GREY (parallel pattern)*
- 'NICHIHA CEMENT-FIBER' PRODUCT: *ARCH. WALL PANELS; 'STUCCO'* COLOR: *SANDSTONE, DESERT BEIGE (running pattern)*
- DECORATIVE METAL OVERHEAD DOOR BY "OVERHEAD OF PLANO" , STYLE: 'PLANKS' COLOR: 'BROWN AND SANDSTONE MIX'
- ROWLOCK BRICK: "ACME - GREY"
- WALL SCONCE

MATERIAL TABULATIONS:
Total Elev. Surface = 7,112 sq.ft.
Total Doors & Windows = 1,264 sq.ft.
Total Elev (Minus Doors/Windows).: 5,848 sq.ft.
4,094 sq.ft. Brick (70%)
1,287 sq.ft. 'Nichiha' (22%)
467 sq.ft. Accent Materials (8%):
-Metal Awnings
-EIFS Cornices & Accents
-Cedar Trellis

3' 9'
0'



Floor Plan Key
02
1" = 300'
PLAN NORTH

Rear Elevation-Building 'C' (South)
01
3/16" = 1'-0"

OWNER & APPLICANT:
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TOPTEL LLC 3899 Adams Ln, Frisco, TX 75034

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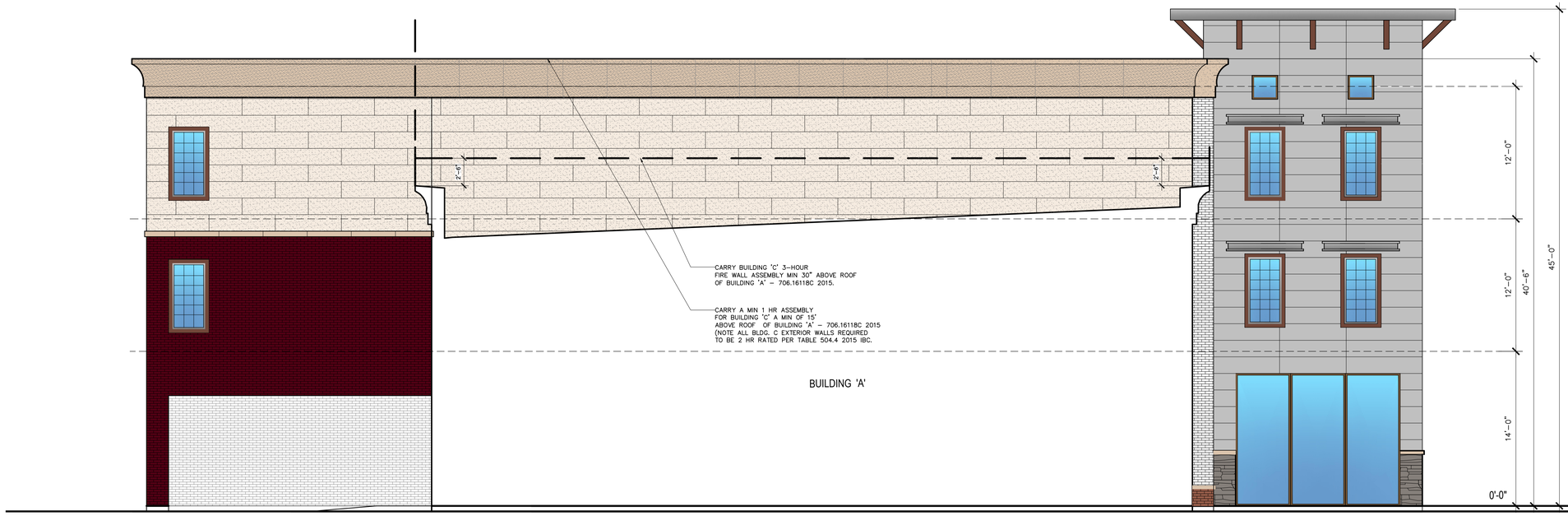
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Project #: 2003.00

EXTERIOR ELEVATION

A2.3

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LEGEND

CORONADO "STRIP" STONE COLOR: "BLACK FOREST"

BRICK: ACME-COLOR: "MAROON"

E.I.F.S. CORNICE-ROUGH FINISH COLOR: SW7004 "SNOWBOUND"

BRICK: ACME-COLOR: "DARK BROWN"

'NICHIHA CEMENT-FIBER' PRODUCT: *ARCH. WALL PANELS; 'BLOCK'* COLOR: *GREY* *(parallel pattern)*

PRE-FIN ALUM. FASCIA COLOR: ALUMINUM

WROUGHT IRON RAILINGS, PAINT BLACK

STEEL CABLES

STUCCO-ROUGH FINISH COLOR: SW2025 'CASTLE BEIGE'

E.I.F.S. ACCENT ROUGH FINISH COLOR: SW2022 'DRY DOCK'

'NICHIHA CEMENT-FIBER' PRODUCT: *ARCH. WALL PANELS; 'STUCCO'* COLOR: *SANDSTONE, DESERT BEIGE* *(running pattern)*

E.I.F.S. CORNICE-ROUGH FINISH COLOR: SW7004 "SNOWBOUND"

WALL SCONCE

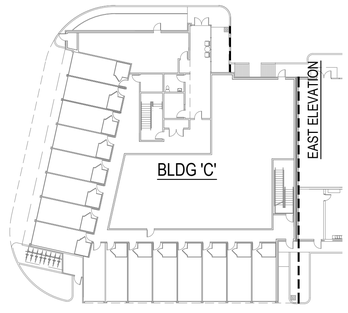
CAST STONE SILL / COLOR: BEIGE

MATERIAL TABULATIONS:
Total Elev. Surface = 5,791 sq.ft.
Total Doors & Windows = 284 sq.ft.
Total Elev (Minus Doors/Windows).: 5,507 sq.ft.
3,305 sq.ft. Brick (60%)
1,707 sq.ft. 'Nichiha' (31%)
165 sq.ft. Stacked Stone (3%)
330 sq.ft. Accent Materials (6%):
-Metal Awnings
-EIFS Cornices & Accents

3' 9'
0'



FENCE EXAMPLE AT 'BLDG A' MECH. SCREENING



Floor Plan Key
02 1" = 300'

PLAN NORTH

Side Elevation-Building 'C' (East)
01 3/16" = 1'-0"

OWNER & APPLICANT:
MATT SHEKARI mattshekari@gmail.com 972-339-2943
TOPTEL LLC 3899 Adams Ln, Frisco, TX 75034

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Lakeshore Plaza
Bldg. 'C'

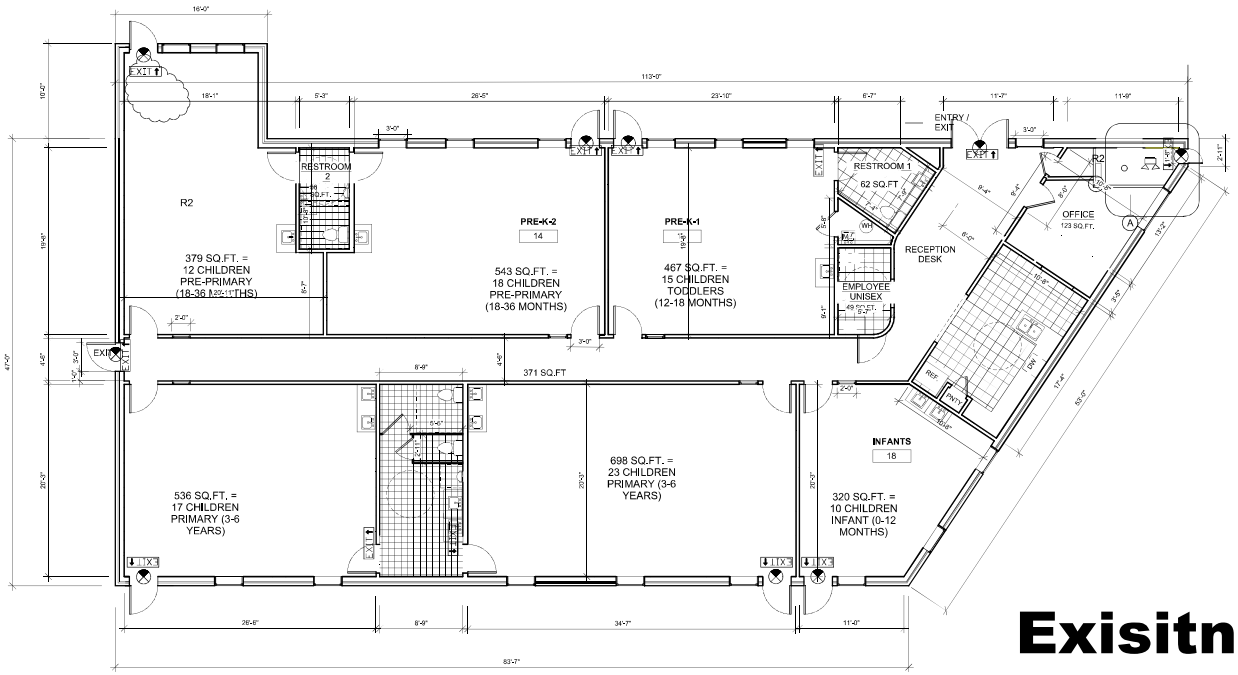
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Little Elm, TX
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Project #: 2003.00

EXTERIOR ELEVATION

A2.4



Exisitng Floor plan

CHILD CARE
AT LAKESHORE PLAZA, LITTLE ELM,
BUILDING "B"
ONE-STORY, WOOD-FRAMED
4,850 SQ.FT.
TOTAL OCCUPANCY= 128

FLOOR PLAN GENERAL NOTES

1. ATTENTION ALL USERS OF THESE DRAWINGS,GENERAL CONTRACTORS,SUB-CONTRACTORS, MANUFACTURERS AND SUPPLIERS:CAREFULLY AND THOROUGHLY REVEIW THESE GENERAL NOTES .IT IS YOUR RESPONSIBILITY TO KNOW AND ADHERE TO THESE REQUIREMENTS .IF CONFLICT OCCURS , CONTACT ARCHITECT PRIOR TO COMMENCEMENT OF WORK.
2. EVERY EFFORT HAS BEEN MADE TO MAKE THESE DOCUMENT CONCISE AND COORDINATED ,TO DEFINE WORK IN THE MOST LOGICAL PLACE AND TO ELIMINATE REDUNDANCY. DO NOT PRESUME THAT YOUR SCOPE OF WORK IS DEFINED THROUGHOUT THE ENTIRE SET OF DRAWINGS AND SPECIFICATIONS YOU MUST REVIEW THE ENTIRE SET OF CONTRACT DOCUMENTS TO DETERMINE YOUR SCOPE OF WORK. NO ADDITIONAL COST SHALL BE ACCESSED TO THE OWNER FOR NOT UNDERSTANDING SCOPE OF WORK. IF CONFLICT OCCURS, CONTACT THE ARCHITECT PRIOR TO COMMENCEMENT OF WORK.
3. DO NOT SCALE DRAWINGS
4. SEE THE PROJECT GENERAL NOTES LOCATED IN THE G-SERIES DRAWINGS
5. DIMENSION SHOWN FOR INTERIOR WALLS/PARTITION ARE FROM FACE OF GYPSUM BOARD ,OR CENTER OF COLUMN .EXTERIOR WALL DIMENSIONS ARE FROM FACE OF STUD AND/OR END OF STRUCTURAL SLAB U.N.O. .SEE ENLARGED FLOOR PLANS FOR THR ADDITIONAL DIMENSIONS NOT INDICATED ON OVERALL DIMENTIONED PLANS
6. CONTRACTOR SHALL CROSS REFERENCE ALL SHEETS FOR WINDOW TYPES . ALL ALL HINGE SIDE DOOR JAMBS SHALL BE 5" FROM ADJACENT INTERSECTION,U.N.O
7. WINDOW TYPES MAY NOT APPEAR ON FLOOR PLANS
8. REFERENCE PLUMBING PLAN FOR FLOOR DRAINS.
9. FOR KITCHEN EQUIPMENT PLAN AND FOOD SERVICE EQUIPMENT/FURNITURE REFERENCE(K) SHEETS PROVIDED FROM FOOD SERVICE EQUIPMENT COMPANY /SUPPLIER /DESIGN/INSTALLATION .

S-2.021

FLOOR PLAN

PROJECT NORTH

NO.	DATE	DESCRIPTION

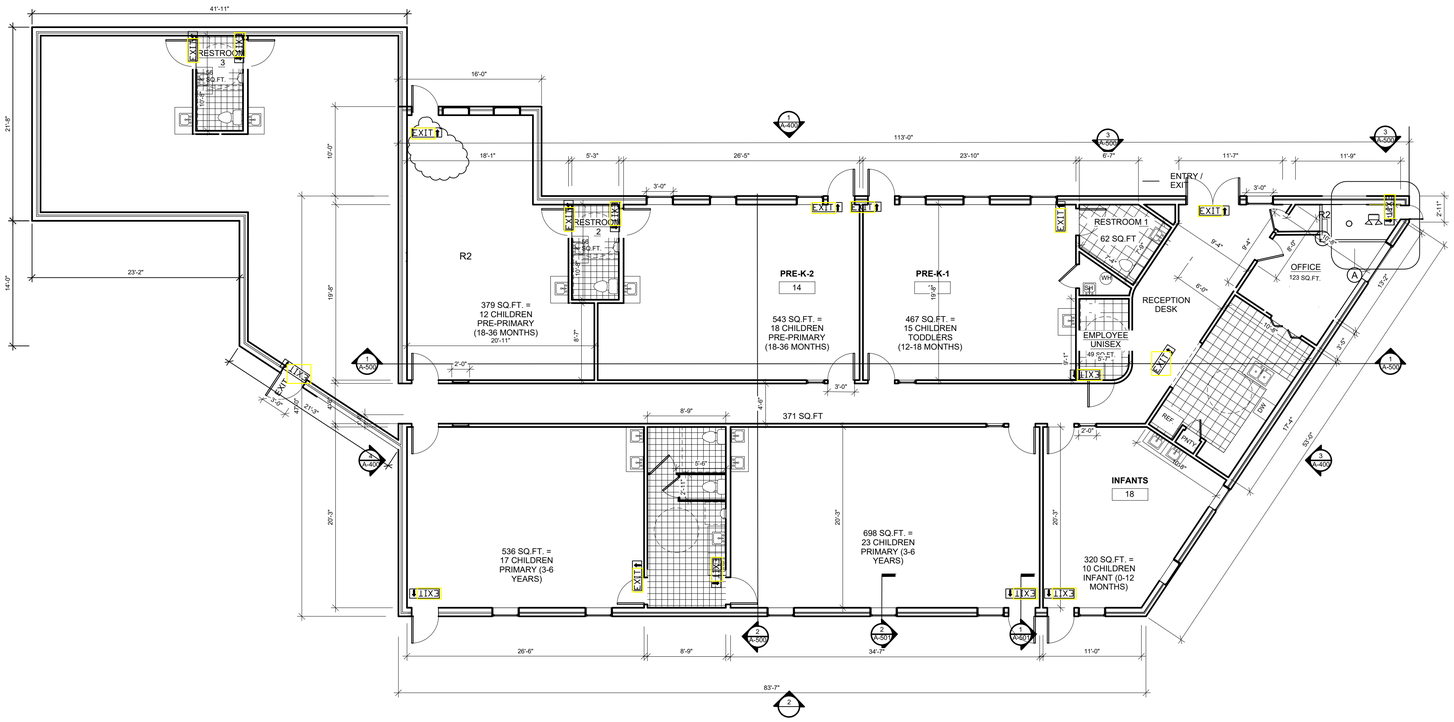
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CORE AND SHELL
ELDORADOPKWY & HILL
SIDE DR LITTLE ELX, TX 75068

Toptel llc 3899 Adams Ln FriscoTX 75034

Project Status

PROJECT NO.:00000
DIMENTIONED FLOOR PLAN
A-201
OF
DRAWN: Author CHECKED:



Proposed Floor plan

FLOOR PLAN GENERAL NOTES

1. ATTENTION ALL USERS OF THESE DRAWINGS,GENERAL CONTRACTORS,SUB-CONTRACTORS, MANUFACTURERS AND SUPPLIERS:CAREFULLY AND THOROUGHLY REVEIW THESE GENERAL NOTES .IT IS YOUR RESPONSIBILITY TO KNOW AND ADHERE TO THESE REQUIREMENTS .IF CONFLICT OCCURS , CONTACT ARCHITECT PRIOR TO COMMENCEMENT OF WORK.
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6. CONTRACTOR SHALL CROSS REFERENCE ALL SHEETS FOR WINDOW TYPES . ALL ALL HINGE SIDE DOOR JAMBS SHALL BE 5" FROM ADJACENT INTERSECTION,U.N.O
7. WINDOW TYPES MAY NOT APPEAR ON FLOOR PLANS
8. REFERENCE PLUMBING PLAN FOR FLOOR DRAINS.
9. FOR KITCHEN EQUIPMENT PLAN AND FOOD SERVICE EQUIPMENT/FURNITURE REFERENCE(K) SHEETS PROVIDED FROM FOOD SERVICE EQUIPMENT COMPANY /SUPPLIER /DESIGN/INSTALLATION .

CHILD CARE
AT LAKESHORE PLAZA, LITTLE ELM,
BUILDING "B"
ONE-STORY, WOOD-FRAMED
6070 SQ.FT.
TOTAL OCCUPANCY= 135

Exterior construction of building addition to comply with Zoning Ordinance and be cohesive with existing building.

S-2.021

FLOOR PLAN

PROJECT NORTH

NO.	DATE	DESCRIPTION

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CORE AND SHELL
ELDORADOPKWY & HILL
SIDE DR LITTLE ELX, TX 75068

Toptel llc 3899 Adams Ln FriscoTX 75034

PROJECT NO.00000

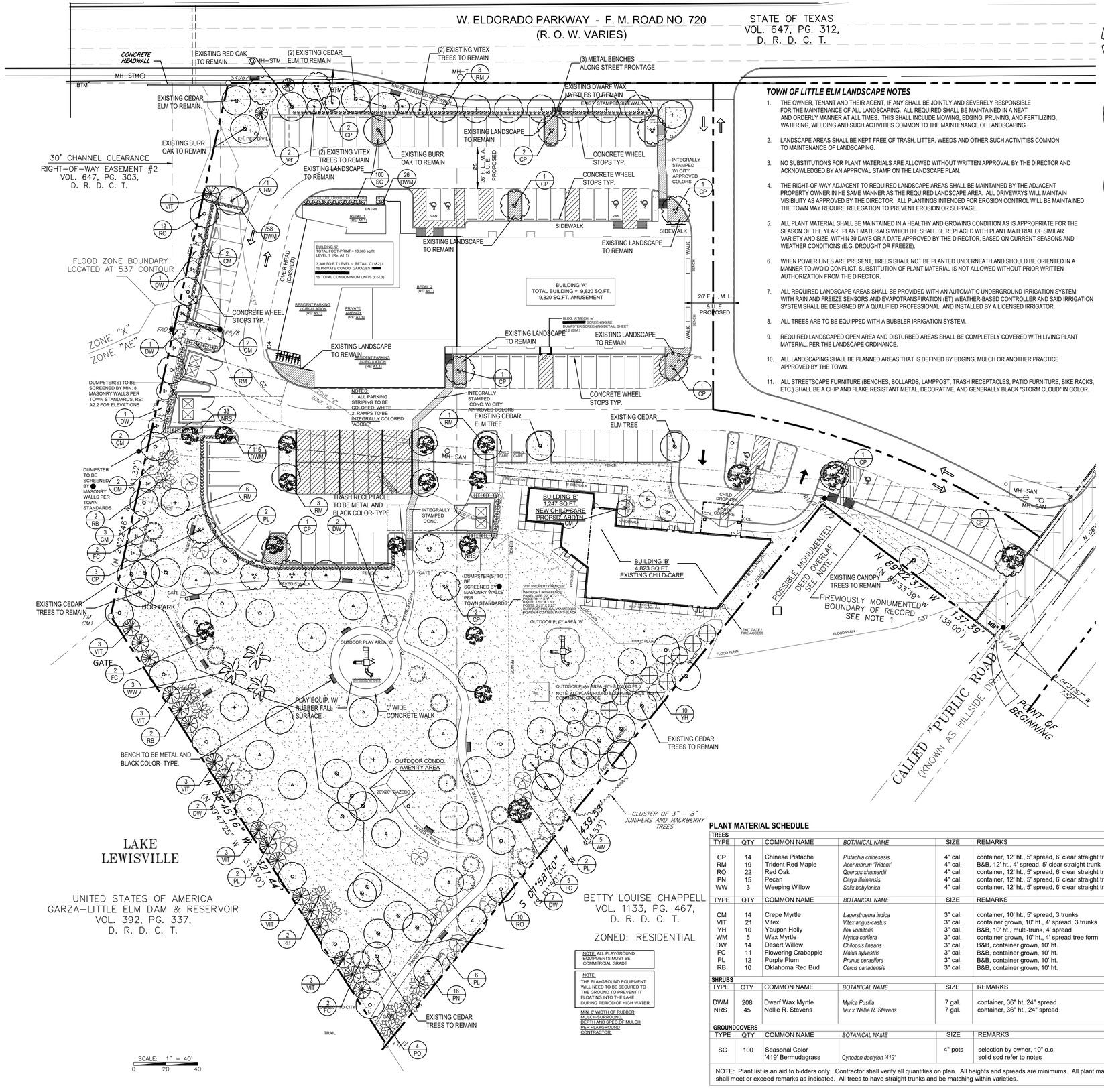
DIMENTIONED FLOOR PLAN

A-201

OF

DRAWN: Author CHECKED:

Project Status



TOWN OF LITTLE ELM LANDSCAPE NOTES

1. THE OWNER, TENANT AND THEIR AGENT, IF ANY SHALL BE JOINTLY AND SEVERELY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING. ALL REQUIRED SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, AND FERTILIZING, WATERING, WEEDING AND SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING.
2. LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH ACTIVITIES COMMON TO MAINTENANCE OF LANDSCAPING.
3. NO SUBSTITUTIONS FOR PLANT MATERIALS ARE ALLOWED WITHOUT WRITTEN APPROVAL BY THE DIRECTOR AND ACKNOWLEDGED BY AN APPROVAL STAMP ON THE LANDSCAPE PLAN.
4. THE RIGHT-OF-WAY ADJACENT TO REQUIRED LANDSCAPE AREAS SHALL BE MAINTAINED BY THE ADJACENT PROPERTY OWNER IN HE 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 RELEGATION TO PREVENT EROSION OR SLIPPAGE.
5. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIALS WHICH DIE SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE, WITHIN 30 DAYS OR A DATE APPROVED BY THE DIRECTOR, BASED ON CURRENT SEASONS AND WEATHER CONDITIONS (E.G. DROUGHT OR FREEZE).
6. WHEN POWER LINES ARE PRESENT, TREES SHALL NOT BE PLANTED UNDERNEATH AND SHOULD BE ORIENTED IN A MANNER TO AVOID CONFLICT. SUBSTITUTION OF PLANT MATERIAL IS NOT ALLOWED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE DIRECTOR.
7. ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLER AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
8. ALL TREES ARE TO BE EQUIPPED WITH A BUBBLER IRRIGATION SYSTEM.
9. REQUIRED LANDSCAPED OPEN AREA AND DISTURBED AREAS SHALL BE COMPLETELY COVERED WITH LIVING PLANT MATERIAL, PER THE LANDSCAPE ORDINANCE.
10. ALL LANDSCAPING SHALL BE PLANNED AREAS THAT IS DEFINED BY EDGING, MULCH OR ANOTHER PRACTICE APPROVED BY THE TOWN.
11. ALL STREETSCAPE FURNITURE (BENCHES, BOLLARDS, LAMPPOST, TRASH RECEPTACLES, PATIO FURNITURE, BIKE RACKS, ETC.) SHALL BE A CHIP AND FLAKE RESISTANT METAL, DECORATIVE, AND GENERALLY BLACK "STORM CLOUD" IN COLOR.

PLANT MATERIAL SCHEDULE

TREES					
TYPE	QTY	COMMON NAME	*BOTANICAL NAME*	SIZE	REMARKS
CP	14	Chinese Pistache	*Pistachia chinensesis*	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
RM	19	Trident Red Maple	*Acer rubrum 'Trident'*	4" cal.	B&B, 12' ht., 4' spread, 5' clear straight trunk
RO	22	Red Oak	*Quercus shumardii*	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
PN	15	Pecan	*Carya illoinensis*	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
WW	3	Weeping Willow	*Salix babylonica*	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
TYPE	QTY	COMMON NAME	*BOTANICAL NAME*	SIZE	REMARKS
CM	14	Crepe Myrtle	*Lagerstroemia indica*	3" cal.	container, 10' ht., 5' spread, 3 trunks
VIT	21	Vitex	*Vitex angus-castus*	3" cal.	container grown, 10' ht., 4' spread, 3 trunks
YH	10	Yaupon Holly	*Ilex vomitoria*	3" cal.	B&B, 10' ht., multi-trunk, 4' spread
WM	5	Wax Myrtle	*Myrica cerifera*	3" cal.	container grown, 10' ht., 4' spread tree form
DW	14	Desert Willow	*Chilopsis linearis*	3" cal.	B&B, container grown, 10' ht.
FC	11	Flowering Crabapple	*Malus sylvestris*	3" cal.	B&B, container grown, 10' ht.
PL	12	Purple Plum	*Prunus cerasifera*	3" cal.	B&B, container grown, 10' ht.
RB	10	Oklahoma Red Bud	*Cercis canadensis*	3" cal.	B&B, container grown, 10' ht.
SHRUBS					
TYPE	QTY	COMMON NAME	*BOTANICAL NAME*	SIZE	REMARKS
DWM	208	Dwarf Wax Myrtle	*Myrica Pusilla*	7 gal.	container, 36" ht, 24" spread
NRS	45	Nellie R. Stevens	*Ilex x 'Nellie R. Stevens*	7 gal.	container, 36" ht., 24" spread
GROUNDCOVERS					
TYPE	QTY	COMMON NAME	*BOTANICAL NAME*	SIZE	REMARKS
SC	100	Seasonal Color '419' Bermudagrass	*Cynodon dactylon '419'*	4" pots	selection by owner, 10" o.c. solid sod refer to notes

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

NOTE: ALL PLAYGROUND EQUIPMENTS MUST BE COMMERCIAL GRADE

NOTE:
THE PLAYGROUND EQUIPMENT WILL NEED TO BE SECURED TO THE GROUND TO PREVENT IT FLOATING INTO THE LAKE DURING PERIOD OF HIGH WATER.

MIN. 9" WIDTH OF RUBBER MULCH-SURROUND, DEPTH AND SPEC OF MULCH PER PLAYGROUND CONTRACTOR.

Chinese Pistache
Trident Red Maple
Pecan
Red Oak
Crepe Myrtle
Vitex
Wax Myrtle
Yaupon Holly
Nellie R. Stevens
Dwarf Wax Myrtle
Seasonal Color
Weeping Willow
Red Bud
Purple Plum
Flowering Carbapple
Desert Willow

LANDSCAPE NOTES

1. CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
2. CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
3. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.
4. CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
5. ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
6. ALL LANDSCAPE AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS.
7. ALL LAWN AREAS TO BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

GENERAL LAWN NOTES

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON CIVIL PLANS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
3. ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. IMPORTED TOPSOIL SHALL BE NATURAL, FRIABLE SOIL FROM THE REGION, KNOWN AS BOTTOM AND SOIL, FREE FROM LUMPS, CLAY, TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BLACK TO BROWN IN COLOR.
5. *ALL LAWN AREAS TO BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.*
6. *ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION*
7. CONTRACTOR SHALL PROVIDE (1") ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

SOLID SOD NOTES

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL DESIRED GRADE IN PLANTING AREAS AND 1" BELOW FINAL GRADE IN TURF AREAS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
3. ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
5. PLANT SOD BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
6. ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
7. WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
8. CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
9. CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.

LANDSCAPE TABULATIONS

SITE TREE REQUIREMENTS
Requirements: 10% of gross vehicular area to be landscaped.
(1) tree per 400 s.f. of required landscaped area.
Total Area: (181,166 s.f.)
Vehicular Area: (62,031 s.f.)

Required	Provided
6,203 s.f. (10%)	7,882 s.f. (13%)
Required	Provided
(16) trees	(48) trees (10) 3" cal. ornamental trees

PARKING LOT
Requirement: All parking spaces must be located within 70' of large canopy tree. One (1) tree per island and One island for every (10) spots.
Provided

PERIMETER LANDSCAPE REQUIREMENTS
Requirements- Vehicular screening is required from public R.O.W and abutting properties.
Provided

Public R.O.W. Frontage- (304 l.f.) 1 large tree per 20 l.f. of street frontage

Required	Provided
16 trees	10 proposed trees- 4" cal. 4 existing trees- 4" cal. 6 ornamental trees (2 proposed, 4 ex.)

Landscape buffers between properties- 844 l.f.
1 large tree per 25 l.f. and 3 ornamental per 5 large trees required in perimeter buffer areas.

Required:	Provided:
(34) trees	(32) trees + (4) existing
(102) ornamental trees	(85) ornamental trees + (17) existing

Perimeter vehicular screening provided with 36" ht. evergreen shrubs
Provided

LANDSCAPE DESIGN OPTIONS
25 POINTS REQUIRED

Enhanced Streetscape Elements (Benches) - 5 points
Enhanced hardscape (crosswalks are concrete pavers) - 5 points
Enhanced site canopy - 5 points
Open Space Greater than Required (20%+) - 5 points
Use of shaded/outdoor seating (Gazebo) - 5 points

Total points = 25.00

FOUNDATION PLANTING

In place of foundation planting the following is proposed
Play-set with rubber fall surface
5' concrete perimeter walk
12 metal benches
4 metal trash receptacles

LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
1784 W. McDERMOTT DR.
SUITE 110
ALLEN, TEXAS 75013
(469) 369-4448
CHRIS@STUDIOGREENSPOT.COM

CHRIS TRONCALE
REGISTERED LANDSCAPE ARCHITECT
2042
STATE OF TEXAS
10.27.2022

LAKESHORE RETAIL

ELDORADO PKWY
LITTLE ELM, TEXAS

ISSUE:
CITY COMMENTS 07.08.2022
CITY COMMENTS 07.28.2022
CITY COMMENTS 09.19.2022
CITY COMMENTS 10.22.2022

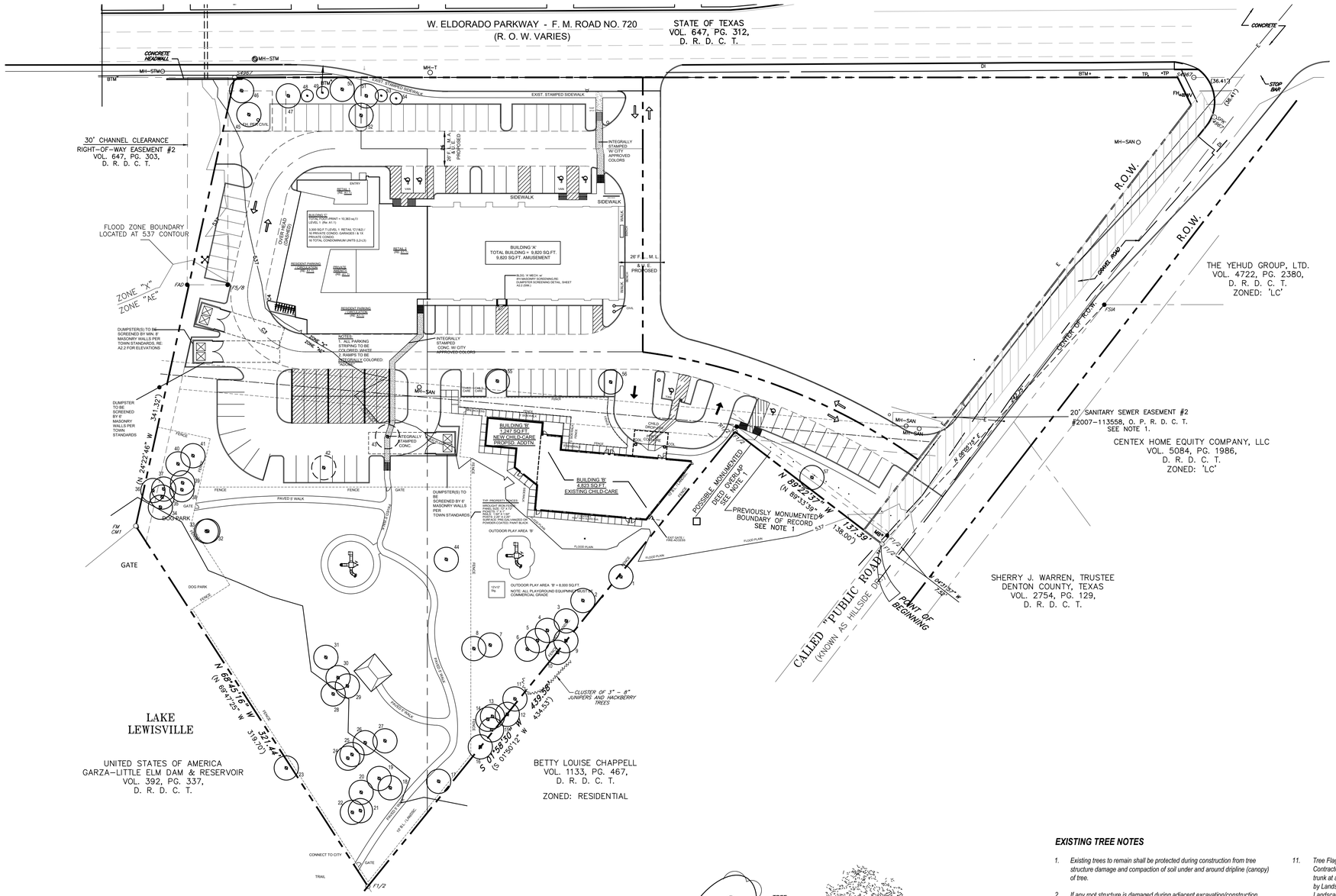
DATE:
10.27.2022

SHEET NAME:
LANDSCAPE PLAN

SHEET NUMBER:

L.2

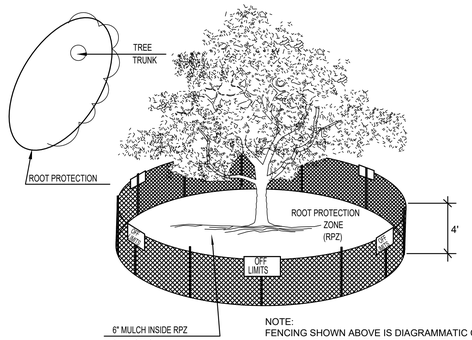
01 LANDSCAPE PLAN
SCALE 1"=30'-0"
0 15 30 60



TREE TABLE

NO.	SIZE	SPECIES	Botanical Name	STATUS	Quality	Mitigation Req.
1	14 IN	HACKBERRY	*Celtis Occidentalis*	REMAIN	NO	NO
2	10 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
3	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
4	14 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
5	12 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
6	16 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
7	3 IN	TEXAS ASH	*Fraxinus Texensis*	REMAIN	YES	NO
8	4 IN	TEXAS ASH	*Fraxinus Texensis*	REMAIN	YES	NO
9	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
10	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	NO	NO
11	10 IN	HACKBERRY	*Celtis Occidentalis*	REMAIN	NO	NO
12	8 IN	HACKBERRY	*Celtis Occidentalis*	REMAIN	NO	NO
13	8 IN	HACKBERRY	*Celtic Occidentalis*	REMAIN	NO	NO
14	12 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
15	4 IN	HONEY LOCUST	*Gleditstia Tracanthos*	REMAIN	NO	NO
16	10 IN	HONEY LOCUST	*Gleditstia Trancanthos*	REMAIN	NO	NO
17	10 IN	HONEY LOCUST	*Gleditstia Trancanthos*	REMAIN	NO	NO
18	16 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
19	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
20	10 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
21	10 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
22	14 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
23	10 IN	EASTERN RED CEDAY	*Juniper Virginiana*	REMAIN	YES	NO
24	10 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
25	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO

NO.	SIZE	SPECIES	Botanical Name	STATUS	Quality	Mitigation Req.
26	16 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
27	5 IN	TEXAS ASH	*Fraxinus Texensis*	REMAIN	YES	NO
28	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
29	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
30	10IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
31	4 IN	TEXAS ASH	*Fraxinus Texensis*	REMAIN	YES	NO
32	11 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
33	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
34	12 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	NO	NO
35	10 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
36	13 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	NO	NO
37	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
38	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
39	10 IN	EASTERN RED CEDAY	*Juniper Virginiana*	REMAIN	YES	NO
40	12 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
41	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
42	10 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMOVE	YES	NO
43	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMOVE	YES	NO
44	4 IN	TEXAS ASH	*Fraxinus Texensis*	REMAIN	YES	NO
45	4 IN	BURR OAK	*Quercus Macrocarpa*	REMAIN	YES	NO
46	4 IN	CEDAR ELM	*Ulmus Crassifolia*	REMAIN	YES	NO
47	4 IN	RED OAK	*Quercus Shumardii*	REMAIN	YES	NO
48	4 IN	VITEX	*Vitex agnus-castus*	REMAIN	YES	NO
49	4 IN	VITEX	*Vitex agnus-castus*	REMAIN	YES	NO
50	4 IN	CEDAR ELM	*Quercus Shumardii*	REMAIN	YES	NO
51	4 IN	CEDAR ELM	*Quercus Shumardii*	REMAIN	YES	NO
52	4 IN	BURR OAK	*Quercus Macrocarpa*	REMAIN	YES	NO
53	4 IN	VITEX	*Vitex agnus-castus*	REMAIN	YES	NO
54	4 IN	VITEX	*Vitex angus-castus*	REMAIN	YES	NO
55	4 IN	CEDAR ELM	*Ulmus Crassifolia*	REMAIN	YES	NO
56	4 IN	CEDAR ELM	*Ulmus Crassifolia*	REMAIN	YES	NO
57	4 IN	CEDAR ELM	*Ulmus Crassifolia*	REMAIN	YES	NO



NOTE:
FENCING SHOWN ABOVE IS DIAGRAMMATIC ONLY AND WILL CONFORM TO THE DRIP LINE AND LIMITED TO PROJECT BOUNDARY

01 TREE PROTECTION FENCE A
NOT TO SCALE

EXISTING TREE NOTES

1. *Existing trees to remain shall be protected during construction from tree structure damage and compaction of soil under and around dripline (canopy) of tree.*
2. *If any root structure is damaged during adjacent excavation/construction, notify the Architect immediately. It is recommended that a licensed Arborist be secured for the treatment of any possible tree wounds.*
3. *No disturbance of the soil greater than 4" shall be located closer to the tree trunk than 1/2 the distance of the drip line to the tree trunk. A minimum of 75% of the drip line and root zone shall be preserved at natural grade.*
4. *Any fine grading done within the critical root zones of the protected trees must be done with light machinery such as a bobcat or light tractor. No earth moving equipment with tracks is allowed within the critical root zone of the trees.*
5. *Material Storage: No materials intended for use in construction or waste materials accumulated due to excavation or demolition shall be placed within the limits of the dripline of any tree.*
6. *Equipment Cleaning/Liquid Disposal: No equipment may be cleaned, toxic solutions, or other liquid chemicals shall be deposited within the limits of the dripline of a tree. This would include but not be limited to paint, oil, solvents, asphalt, concrete, mortar, primers, etc.*
7. *Tree Attachments: No signs, wires or other attachments, other than those of a protective nature shall be attached to any tree.*
8. *Vehicular Traffic: No vehicular and construction equipment traffic or parking is allowed within the limits of the dripline of trees.*
9. *Boring of Utilities: May be permitted under protected trees in certain circumstances. The minimum length of the bore shall be the width of the tree's canopy and shall be a minimum depth of forty-eight (48") inches.*
10. *Trenching: Any irrigation trenching which must be done within the critical root zone of a tree shall be dug by hand and enter the area in a radial manner.*
11. *Tree Flagging: All trees to be removed from the site shall be flagged by the Contractor with bright red vinyl tape (3" width) wrapped around the main trunk at a height of four (4') feet above grade. Flagging shall be approved by Landscape Architect prior to any tree removal. Contractor shall contact Landscape Architect with 72 hour notice to schedule on-site meeting.*
12. *Protective Fencing: All trees to remain, as noted on drawings, shall have protective fencing located at the tree's dripline. The protective fencing may be comprised of snow fencing, orange vinyl construction fencing, chain link fence or other similar fencing with a four (4') foot approximate height. The protective fencing will be located as indicated on the Tree Protection Detail(s).*
13. *Bark Protection: In situations where a tree remains in the immediate area of intended construction, the tree shall be protected by enclosing the entire circumference of the tree's trunk with lumber encircled with wire or other means that does not damage the tree. Refer to Tree Protection Detail(s).*
14. *Construction Pruning: In a case where a low hanging limb is broken during the course of construction, the Contractor shall notify the Landscape Architect immediately. In no instance shall the Contractor prune any portion of the damaged tree without the prior approval by the Landscape Architect.*

EXISTING TREE LEGEND

EXISTING TREE TO REMAIN

EXISTING TREE TO BE REMOVED

TREE PROTECTION FENCING TO REMAIN DURING CONSTRUCTION REFER TO 01/L1.00

02 TREE PRESERVATION PLAN

SCALE 1"=20'-0"

0 10 20 40

LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
1784 W. McDERMOTT DR.
SUITE 110
ALLEN, TEXAS 75013
(469) 369-4448
CHRIS@STUDIOGREENSPOT.COM

REGISTERED LANDSCAPE ARCHITECT
CHRIS TROMBLEY
2042
STATE OF TEXAS

10.27.2022

LAKESHORE RETAIL

ELDORADO PKWY.
LITTLE ELM, TEXAS

ISSUE:
FOR APPROVAL 07.28.2022
CITY COMMENTS 09.19.2022
CITY COMMENTS 10.27.2022

DATE:
10.27.2022

SHEET NAME:
TREE PRESERVATION PLAN

SHEET NUMBER:

L.1

SOJOURN
CASTLE HILLS

Whirlpool®
Appliance Package



36-inch Wide Side-by-Side Counter Depth Refrigerator with StoreRight™ Dual Cooling System—23 cu. ft.



1.7 cu. ft. Microwave Hood Combination with Electronic Controls



4.8 Cu. Ft. Freestanding Electric Range with FlexHeat™ Dual Radiant Element



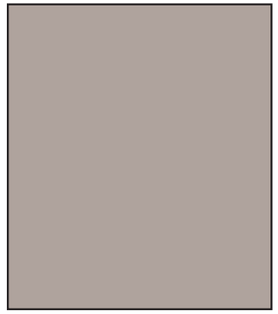
Heavy-Duty Dishwasher with 1-Hour Wash Cycle

Note: Subject to change based on availability

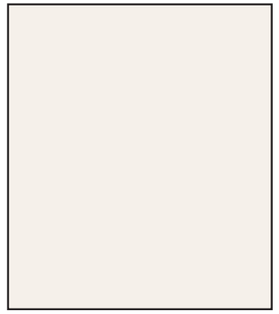
'LAKESHORE LOFT #1' - DARK MODERN CABINETS, INTRICATE COUNTER, WARM GRAYS

*FINISHES AND FIXTURES ARE SUBJECT TO CHANGE BASED ON AVAILABILITY

COLOR PALETTE



WALL
SHERWIN WILLIAMS
FUNCTIONAL GREY



TRIM
SHERWIN WILLIAMS
ALABASTER



ACCENT
SHERWIN WILLIAMS
URBANE BRONZE
*REFERENCE ONLY
NOT USED IN UNIT

FLOORING



LVT
NUCORE
LIGHT GRAY PLANK



CARPET
SHAW FLOORS
OUR HOME III - DOWNTOWN

LIGHTING FIXTURES



CEILING FAN
KITCHLER 330002NI
VASSAR 52" BRUSHED NICKEL



FIRE RATED RECESSED CAN FIXTURE
RP LIGHTING



ISLAND ACCENT LIGHTING
ELAN LIGHTING 84021-ZIN
9.75" HANGING GLOBE

LIGHTING FIXTURES



BATH/VANITY LIGHT
AFX LIGHTING-CHARLOTTE LED
VANITY 4.5"H x 3.375"W x 41.25"



MANHATTAN SLAB
SLATE



HARDWARE
#1600-96 CKP BRAND
LINEAR - BRUSHED NICKEL

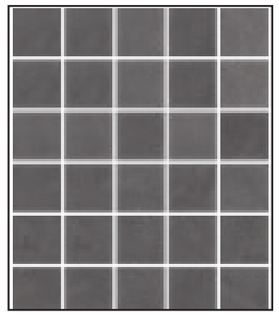
BATH



GRANITE COUNTERTOP
MSI STONE
LUNA PEARL



WALL TILE
FLORIDA TILE - EDGE
CARBON - BRICK LAY



SHOWER FLOOR TILE
FLORIDA - EDGE MOSAIC
CARBON



BATH FAUCET
MOEN GENTA
SINGLE-HANDLE



BATH SINK
KOHLER CAXTON
RECTANGLE UNDERMOUNT

BATH



FRAMED MIRROR
QUIOZEL LOCKPORT
24X36 BRUSHED NICKEL



HARDWARE
TOWEL RACK/RING
BRUSHED NICKEL

KITCHEN



MANHATTAN SLAB
SLATE



HARDWARE
#1600-96 CKP BRAND
LINEAR - BRUSHED NICKEL



GRANITE COUNTERTOP
MSI STONE
LUNA PEARL



BACKSPLASH
FLORIDA -PIECE OF MIND
BALANCE BEIGE - 11.75X11.75



KITCHEN FAUCET
KOHLER SIMPLCE
SINGLE-HANDLE - BRUSHED

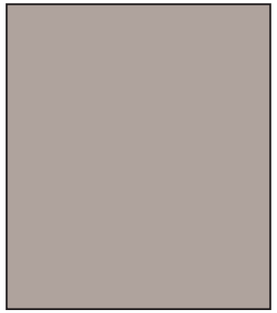


KITCHEN SINK
KOHLER VAULT
DUAL-MOUNT - STAINLESS

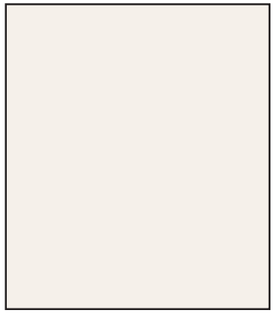
'LAKESHORE LOFT #2'- LIGHT MODERN CABINETS, LIGHT COUNTER, LIGHT/DARK CONTRASTS

*FINISHES AND FIXTURES ARE SUBJECT TO CHANGE BASED ON AVAILABILITY

COLOR PALETTE



WALL
SHERWIN WILLIAMS
FUNCTIONAL GREY



TRIM
SHERWIN WILLIAMS
ALABASTER



ACCENT
SHERWIN WILLIAMS
URBANE BRONZE
*REFERENCE ONLY
NOT USED IN UNIT

FLOORING



LVT
NUCORE
LIGHT GRAY PLANK



CARPET
SHAW FLOORS
OUR HOME III - DOWNTOWN

LIGHTING FIXTURES



CEILING FAN
KITCHLER 330002NI
VASSAR 52" BRUSHED NICKEL



FIRE RATED RECESSED CAN FIXTURE
RP LIGHTING



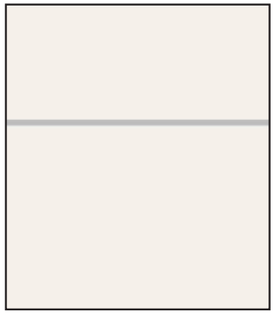
ISLAND ACCENT LIGHTING
KITCHLER 43853NI
10"W x 9.25" H BRUSHED NICKEL

LIGHTING FIXTURES



BATH/VANITY LIGHT
AFX LIGHTING-CHARLOTTE LED
VANITY 4.5"H x 3.375"W x 41.25"

BATH



MANHATTAN SLAB
MATTE WHITE



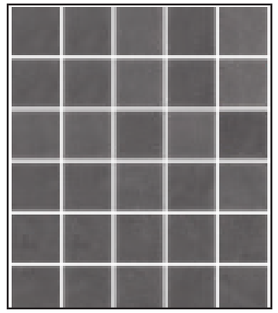
HARDWARE
#489-3 CKP BRAND
LINEAR - BLACK



GRANITE COUNTERTOP
REPUBLIC ELITE
WHITE ROSE



WALL TILE
FLORIDA - STREAMLINE
ARCTIC MATTE - BRICK LAY



SHOWER FLOOR TILE
FLORIDA - EDGE MOSAIC
CARBON



BATH FAUCET
DELTA TRINSIC
SINGLE-HANDLE



BATH SINK
KOHLER CAXTON
RECTANGLE UNDERMOUNT

BATH

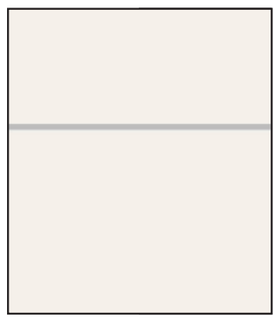


FRAMED MIRROR
QUIOZEL LOCKPORT
24X36 BRUSHED NICKEL



HARDWARE
TOWEL RACK/RING
BLACK

KITCHEN



MANHATTAN SLAB
MATTE WHITE



HARDWARE
#489-3 CKP BRAND
LINEAR - BLACK



GRANITE COUNTERTOP
REPUBLIC ELITE
WHITE ROSE



BACKSPLASH
FLORIDA -PEACE OF MIND
BALANCE BEIGE 11.75X11.75



KITCHEN FAUCET
KOHLER SIMPLCE
SINGLE-HANDLE - BRUSHED

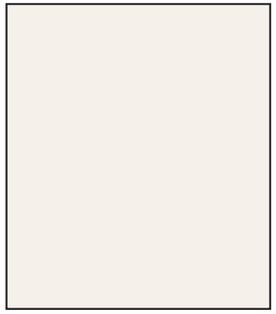


KITCHEN SINK
KOHLER VAULT
DUAL-MOUNT - STAINLESS

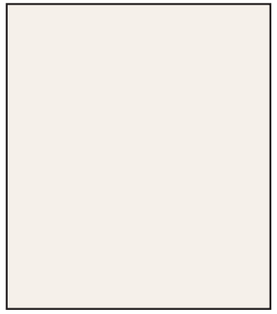
'LAKESHORE COTTAGE #1'- LIGHT CABINETS, LIGHT COUNTER, WHITE/BLACK CONTRASTS

***FINISHES AND FIXTURES ARE SUBJECT TO CHANGE BASED ON AVAILABILITY**

COLOR PALETTE



WALL
SHERWIN WILLIAMS
ALABASTER



TRIM
SHERWIN WILLIAMS
ALABASTER



ACCENT
SHERWIN WILLIAMS
INKWELL
*REFERENCE ONLY
NOT USED IN UNIT

FLOORING



LVT
NUCORE
COFFEE OAK PLANK



CARPET
SHAW FLOORS
OUR HOME III - SUNBLEACHED

LIGHTING FIXTURES



CEILING FAN
KITCHLER 330002WH
52" VASAR CEILING FAN
WHITE



FIRE RATED RECESSED CAN FIXTURE
RP LIGHTING



ISLAND ACCENT LIGHTING
ANP LIGHTING W516-BLC
BLACK SHADE 16" PENDANT

LIGHTING FIXTURES

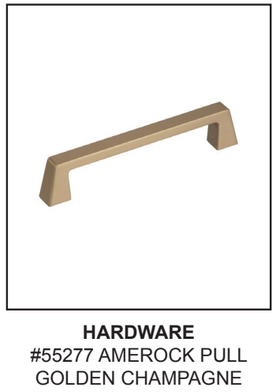


BATH/VANITY LIGHT
KITCHLER 45458OZ
14.75"W x 10" H BRONZE

BATH



SHAKER
MATTE WHITE



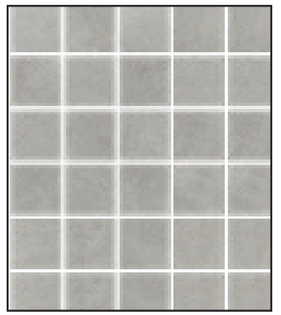
HARDWARE
#55277 AMEROCK PULL
GOLDEN CHAMPAGNE



GRANITE COUNTERTOP
REPUBLIC ELITE
WHITE ROSE



WALL TILE
FLORIDA - STREAMLINE
ARCTIC MATTE - BRICK LAY



SHOWER FLOOR TILE
FLORIDA - EDGE MOSAIC
SILVER

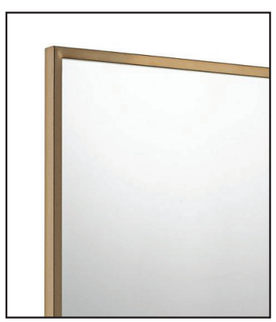


BATH FAUCET
DELTA TRINSIC
SINGLE HOLE - CHAMPAGNE



BATH SINK
KOHLER CAXTON
RECTANGLE UNDERMOUNT

BATH



FRAMED MIRROR
QUIOZEL LOCKPORT
24X36 ANTIQUE BRASS



HARDWARE
TOWEL RACK/RING
BLACK BRONZE

KITCHEN



SHAKER
MATTE WHITE



HARDWARE
#55277 AMEROCK PULL
BLACK BRONZE



GRANITE COUNTERTOP
REPUBLIC ELITE
WHITE ROSE



BACKSPLASH
FLORIDA - PRECIOUS HDP
CALACATTA - HERRINGBONE



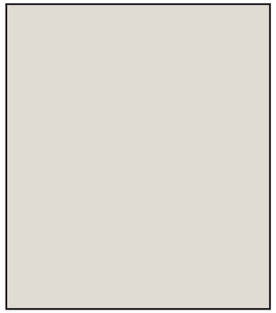
KITCHEN FAUCET
KOHLER SIMPLCE
SINGLE-HANDLE - BLACK



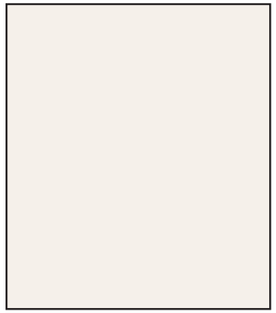
KITCHEN SINK
KOHLER VAULT
DUAL-MOUNT - STAINLESS

'LAKESHORE COTTAGE #2'- WARM GRAY CABINETS, LIGHT COUNTER, BLACK ACCENTS *FINISHES AND FIXTURES ARE SUBJECT TO CHANGE BASED ON AVAILABILITY

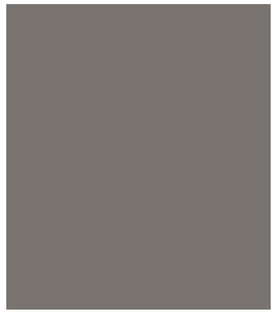
COLOR PALETTE



WALL
SHERWIN WILLIAMS
REPOSE GRAY



TRIM
SHERWIN WILLIAMS
ALABASTER



ACCENT
SHERWIN WILLIAMS
SW GAUNTLET GRAY
*REFERENCE ONLY
NOT USED IN UNIT

FLOORING



LVT
NUCORE
COFFEE OAK PLANK



CARPET
SHAW FLOORS
OUR HOME III - SUNBLEACHED

LIGHTING FIXTURES



CEILING FAN
KITCHLER 330002WH
52” VASAR CEILING FAN
WHITE



FIRE RATED RECESSED CAN FIXTURE
RP LIGHTING



ISLAND ACCENT LIGHTING
KITCHLER 44217CLP
INDUSTRIAL FRAMES PENDANT

LIGHTING FIXTURES



BATH/VANITY LIGHT
KICHLER 45973OZ
AVERY 24”W x 9.25” H BRONZE

BATH



SHAKER
SLATE



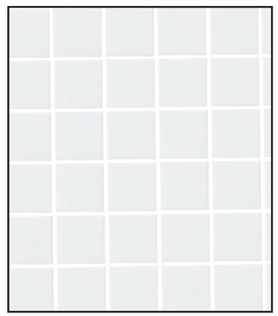
HARDWARE
#55277 AMEROCK PULL
BLACK BRONZE



GRANITE COUNTERTOP
REPUBLIC ELITE
WHITE ROSE



WALL TILE
ERGON TREND
GRAY-5X10



SHOWER FLOOR TILE
FLORIDA-MOSAIC ART
WHITE

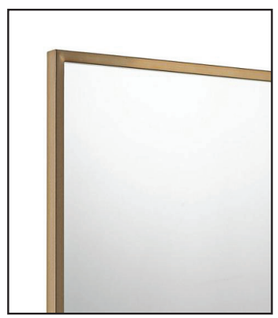


BATH FAUCET
DELTA TRINSIC
SINGLE HOLE - CHAMPAGNE



BATH SINK
KOHLER CAXTON
RECTANGLE UNDERMOUNT

BATH



FRAMED MIRROR
QUIOZEL LOCKPORT
24X36 ANTIQUE BRASS



HARDWARE
TOWEL RACK/RING
BLACK

KITCHEN



SHAKER
SLATE



HARDWARE
#55277 AMEROCK PULL
BLACK BRONZE



GRANITE COUNTERTOP
REPUBLIC ELITE
WHITE ROSE



BACKSPLASH
FLORIDA TILE
STREAMLINE DOVE GRAY-3X6



KITCHEN FAUCET
KOHLER SIMPLCE
SINGLE-HANDLE - BLACK



KITCHEN SINK
KOHLER VAULT
DUAL-MOUNT - STAINLESS


DEPAI


MADE IN USA


HUAWEI Mate 30 Pro 5G
SuperSensing Cine Camera | LEICA



WENZHOU JIQI AMUSEMENT EQUIPMENT CO.,LTD

Verification for Playground

To Whom May Concern

Hereby we would like 2 inform you that The playground (items 22LY066-190 and22SS005-158, pictures below) sold to lake shore plaza is commercial gade.



Dimentions:660*260*380cm

Materal: Hot-Galvanized tube+Import LLDPE



Dimentions: 840*300*500cm

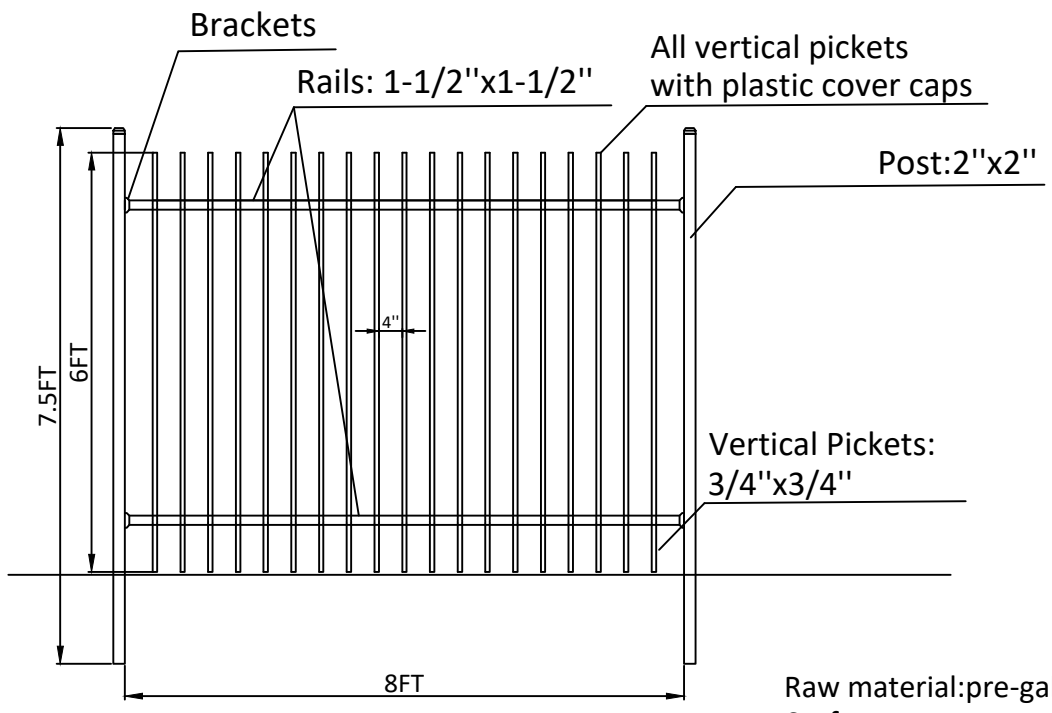
Materal: Hot-Galvanized tube+Import LLDPE

WENZHOU JIQI AMUSEMENT EQUIPMENT CO.,LTD

2022.10.31

温州吉奇游乐设备有限公司

WENZHOU JIQI AMUSEMENT EQUIPMENT CO.,LTD.



Raw material:pre-galvanized steel tube
Surface treatment:powder coated(black color)

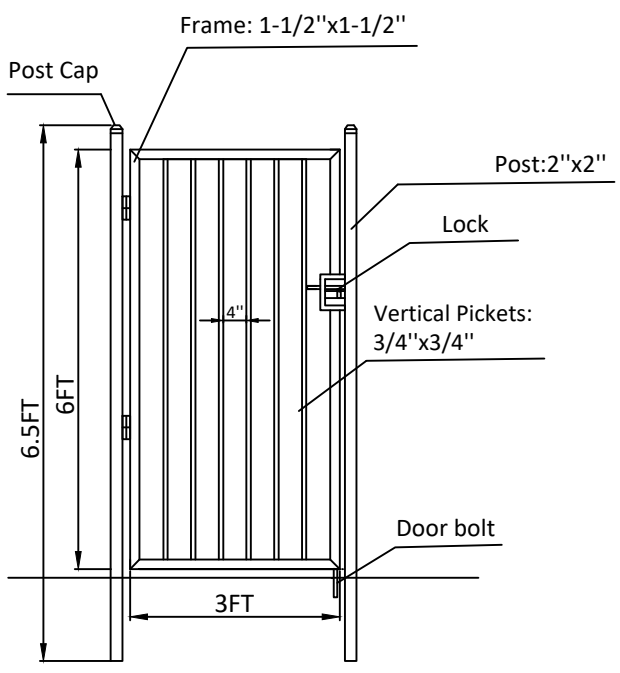
Fence Drawing

REV	Date	Changed	By	Material	Client	Matt Shekari
01	n/a	n/a		Mass		
02						
03						
04						
05						
06				Status	Drawn By	Jack
07				Status By	Checked By	Winter
				DIN A3 / SCALE 1:1	Date	20220822

Hongye Metal

Lakeshore Plaza
Shopping Dining Entertainment

THIS DRAWING AND THE RELATED INFORMATION IS AND REMAINS THE EXCLUSIVE PROPERTY OF HONGYE METAL WITHOUT THE PRIOR WRITTEN CONSENT OF HONGYE THIS DRAWING AND THE RELATED INFORMATION MAY NEITHER BE COPIED OR REPRODUCED, NOR COMMUNICATED IN ANY WAY TO A THIRD PARTY, NOR USED FOR MANUFACTURING OUTSIDE HONGYE EACH INFRINGEMENT OF THESE INTELLECTUAL PROPERTY RIGHTS OF HONGYE GIVE RISE TO LEGAL PROCEEDINGS

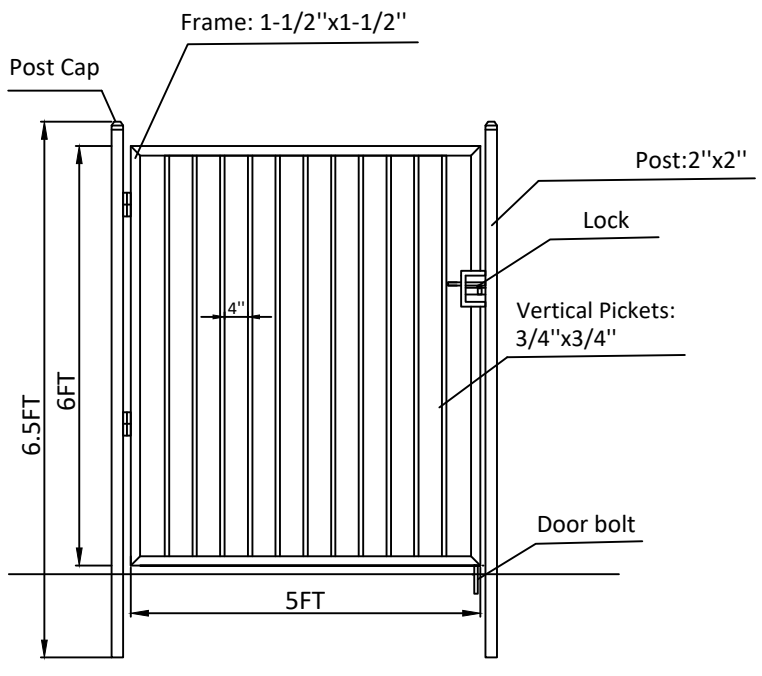


REV	Date	Changed	By	Material	Client	Matt Shekari
01	n/a	n/a		Mass		
02						
03						
04						
05						
06				Status	Drawn By	Jack
07				Status By	Checked By	Winter
				DIN A3 / SCALE 1:1	Date	20220822

Hongye Metal

Lakeshore Plaza
Shopping Dining Entertainment

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REV	Date	Changed	By	Material	Client	Matt Shekari
01	n/a	n/a		Mass		
02						
03						
04						
05						
06				Status	Drawn By	Jack
07				Status By	Checked By	Winter
				DIN A3 / SCALE 1:1	Date	20220822

Hongye Metal

Lakeshore Plaza
Shopping Dining Entertainment

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Date:	11/15/2022
Agenda Item #:	6. C.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Matt Mahdi Shekari with Lake Shore Plaza LLC.**

DESCRIPTION:

The attached agreement is to solidify the Planned Development and the intended design of the proposed development as outlined in the associated development documents and plans for Lakeshore Plaza Planned Development.

It should be noted that the attached DA includes the most recently submitted Condominium Declaration and Declaration of Access and Shared Use; however, due to the timing of the resubmittal, these two items are still being reviewed by the Town attorney and may require additional changes.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

Staff requests direction from Council.

Attachments

Development Agreement - Lakeshore Plaza PD

STATE OF TEXAS §
§
COUNTY OF DENTON §

DEVELOPMENT AGREEMENT FOR LAKESHORE PLAZA PD

This Development Agreement for the Lakeshore Plaza Planned Development ("**Agreement**") is entered into between Lake Shore Plaza, LLC ("**Developer**"), whose address for purposes of this Agreement is 3899 Adams Lane, Frisco, TX, and the Town of Little Elm, Texas ("**Town**"), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. Developer and the Town are sometimes referred herein together as the "**Parties**" and individually as a "**Party**."

Recitals:

1. Developer is the owner of approximately 4.159 acres located at the southwest corner of Hillside Drive and Eldorado Parkway, in the Town of Little Elm, Texas (the "**Property")**, which Property is more particularly described in **Exhibit A** attached hereto.

2. In furtherance of the development of the Property, the Parties have negotiated certain matters regarding the Property as set forth in this Agreement.

3. The Parties seek to memorialize these negotiated matters and to include them in this contractually-binding Agreement.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties do hereby agree as follows:

Section 1. Incorporation of Premises. The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Term. This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so ("**Effective Date**"). This Agreement shall remain in full force and effect from the Effective Date until terminated by the mutual agreement of all of the Parties in writing, or until all obligations in the Agreement have been fulfilled ("**Term**").

Section 3. Agreements. The Parties agree as follows:

A. The negotiated and agreed upon zoning and development standards contained in the Lakeshore Plaza PD Ordinance, which incorporate by reference the general zoning regulations of the Town's zoning ordinance, are hereby adopted and incorporated into this Agreement as contractually-binding obligations of the Developer.

B. All exhibits attached to this agreement.

C. Shared access and use agreement.

D. Formation of Condominium Association.

E. Maintain ceiling heights as required by the Lakefront District.

F. Signage that references the residential units on this property as condominiums.

G. Fulfilment of the tree mitigation requirement.

Section 4. Miscellaneous.

A. Applicability of Town Ordinances. When the Property is developed, Developer shall construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.

B. Default/Mediation. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

C. Venue. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Denton County, Texas.

D. Relationship of Parties. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.

E. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

F. Cumulative Rights and Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or

otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

G. **Exhibits**. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

H. **Surviving Rights**. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.

I. **Applicable Laws**. This Agreement is made subject to the existing provisions of the Charter of the Town of Little Elm, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.

J. **Authority to Execute**. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

K. **Amendments**. This Agreement may be only amended or altered by written instrument signed by the Parties.

L. **Headings**. The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.

M. **Entire Agreement**. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

N. **Filing in Deed Records**. This Agreement shall be recorded in the real property records of Denton County, Texas. This Agreement and all of its terms, conditions, and provisions is and shall constitute a restriction and condition upon the development of the Property and all portions thereof and a covenant running with the Property and all portions thereof, and is and shall be binding upon Developer and all of Developer's heirs, successors, and assigns and the future owners of the Property and any portion thereof; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any final platted residential lot upon which a completed home has been constructed.

O. **Notification of Sale or Transfer; Assignment of Agreement**. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time

to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "**Assignee**") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement with respect to the portion of the Property transferred to Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor owner, and if the Developer or any Assignee is in default under this Agreement, such default shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting Developer or Assignee. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor developer, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

P. **Sovereign Immunity**. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

Q. **Exactions/Infrastructure Costs**. Developer has been represented by legal counsel, or has had an opportunity to do so, in the negotiation of this Agreement, and been advised, or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Agreement are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

R. **Waiver of Texas Government Code § 3000.001 et seq**. With respect to the improvements constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005.

S. **Rough Proportionality**. Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement. Developer and the Town further agree to waive and release all claims one may have

against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed by this Agreement.

T. Form 1295 Certificate. The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

U. Undocumented Workers Provision. The Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the Town notifies Developer of the violation.

V. No Israel Boycott Provision. In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this contract on behalf of Developer verifies by Developer's signature on this Agreement that the company does not boycott Israel and will not boycott Israel during the term of this contract

W. Prohibition on Contracts with Certain Companies Provision. In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

X. Report Agreement to Comptroller's Office. Town covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021). [For Chapter 380 Agreements]

Y. Verification Against Discrimination of Firearm or Ammunition Industries. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a

value of at least $100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

Z. Verification Against Discrimination Developer Does Not Boycott Energy Companies. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

DEVELOPER
a Lakeshoreplaza **company**

By: mahdi matt shekori

Date: 11/10/2022

TOWN OF LITTLE ELM, TEXAS

By:_____
Matt Mueller
Town Manager

Date:_____

ATTEST:

By:_____
Caitlan Biggs
Town Secretary

STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this _____ day of _____, 2022, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By:_____
Notary Public, State of Texas

My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF Denton §

Before me, the undersigned authority, on this 10 day of November, 2022, personally appeared Mahdi Matt Shekari, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of Lake Shore Plaza.

[Seal]

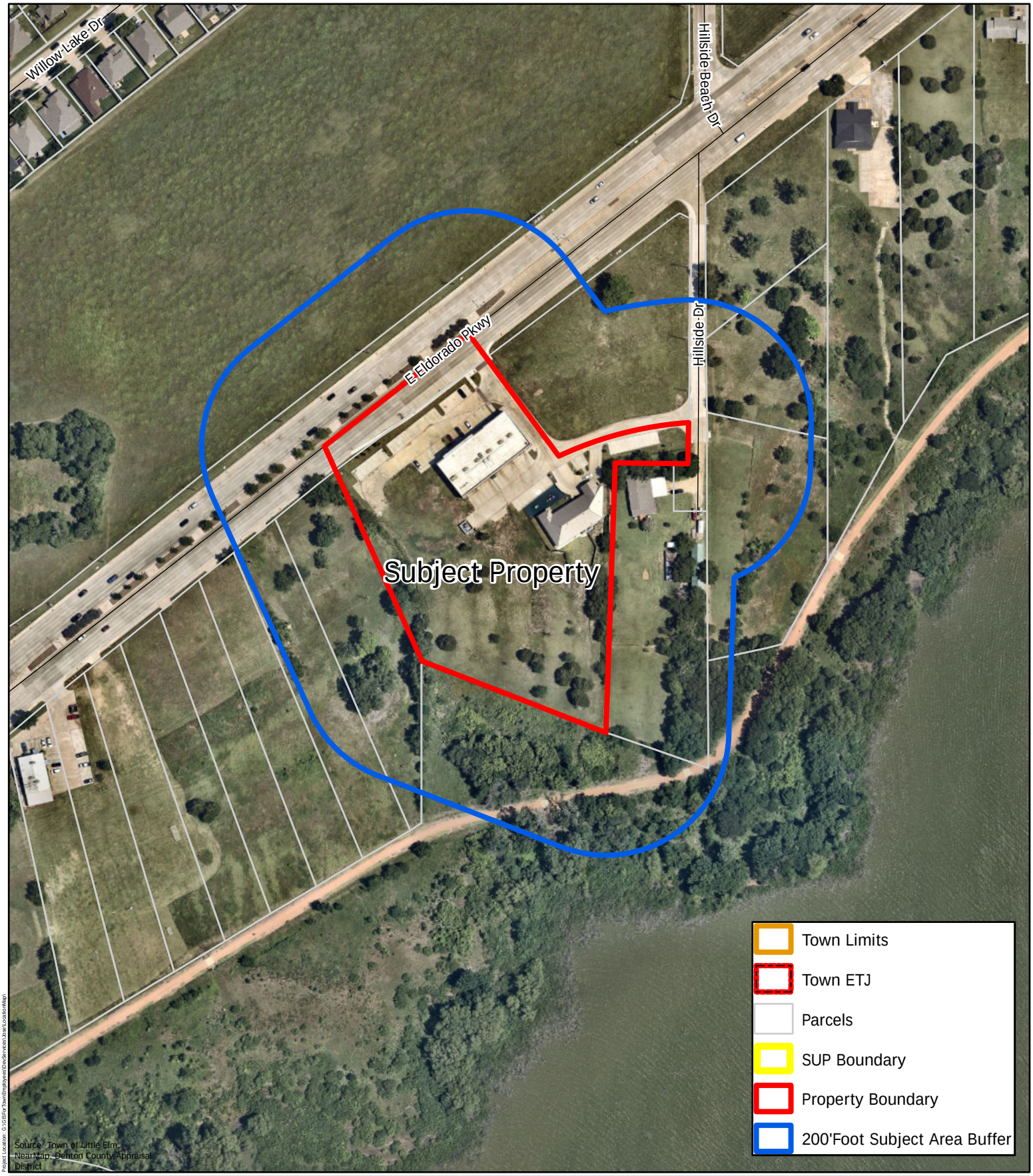
By: Bita Esmaeili
Notary Public, State of Texas

My Commission Expires: 6,19,2024

BITA ESMAEILI
Notary Public, State of Texas
Comm. Expires 06-19-2024
Notary ID 132530288

EXHIBIT A

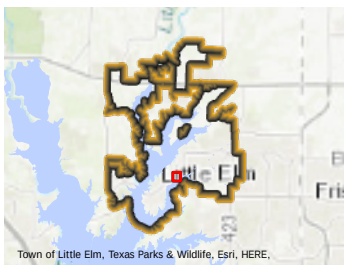
Property Description



LITTLE ELM

PD:22-1632
Lakeshore Plaza

0 0.02 0.04 0.08 Miles



Town of Little Elm
Denton County, Tx

Date: 9/12/2022

This product is to be used for graphical representation only. The accuracy is not to be taken/used as data produced for engineering purposes or by a Registered Professional Land Surveyor for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed. Town of Little Elm and its members assume no responsibility for the accuracy of said data.

EXHIBIT B

PD Ordinance

TOWN OF LITTLE ELM

ORDINANCE NO. 1689

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING FROM LAKEFRONT DISTRICT, TO A NEW PLANNED DEVELOPMENT – LAKEFRONT (PD-LF) DISTRICT IN ORDER TO CAPTURE EXISTING DEVELOPMENT AND ALLOW A NEW MIXED-USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT WITH MODIFIED USES AND DEVELOPMENT STANDARDS ON 4.159 ACRES OF LAND GENERALLY LOCATED AT 550 EAST ELDORADO PARKWAY; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, a request for Planned Development-Lakefront (PD-LF) with modified uses and development standards on approximately 4.159 acres of land, more specifically described in the exhibits, attached hereto; and

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

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

WHEREAS, at its regular meeting held on October 6, 2022 the Planning & Zoning Commission considered and made recommendations on a request for Planned

Development-Lakefront (PD-LF), Case No. PD-22-01632); and

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

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

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

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by issuing Planned Development-Lakefront (PD-LF) with modified uses and development standards in order capture existing development and allow new commercial and residential development with modified uses and development standards as well as expand the existing daycare facility, the same generally located at 550 East Eldorado Parkway, within Little Elm Town limits, approximately 4.159 acres of land more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

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

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

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

a) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then

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

b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council.

c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

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

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

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 15th day of November, 2022.

Town of Little Elm, Texas

_____

Curtis Cornelious, Mayor

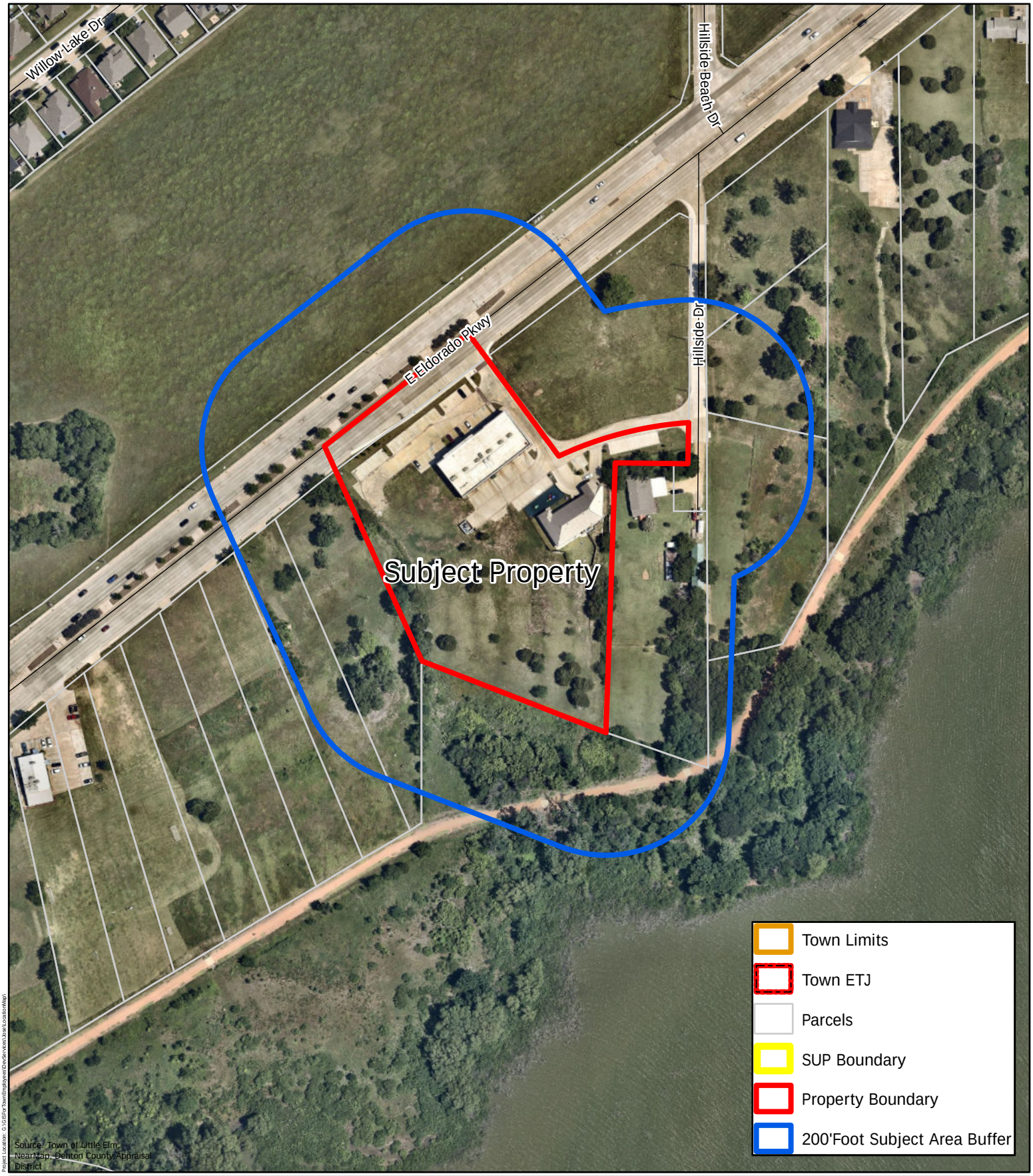
ATTEST:

_____

Caitlan Biggs, Town Secretary

Exhibit A

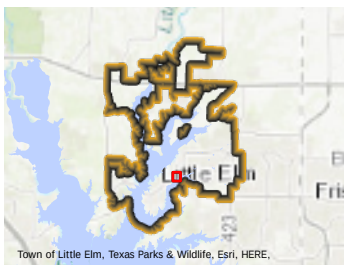
Property Description



LITTLE ELM

PD:22-1632
Lakeshore Plaza

0 0.02 0.04 0.08 Miles



Town of Little Elm
Denton County, Tx

Date: 9/12/2022

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Exhibit B

PD Standards

LAKE SHORE PLAZA PLANNED DEVELOPMENT DISTRICT

This zoning submittal encompasses approximately 4.159 total acres of land within the Town of Little Elm more fully depicted on attached Exhibit A (the "Property"). The proposed use for the Property is a daycare facility, an indoor commercial amusement, commercial/retail, and 16 owner-occupied residential condo units, with covered and garage parking, and gym for the residents. This planned development ("PD") will provide the zoning regulations, as depicted on Exhibit B (Development Standards), necessary to develop the site. The development of this site must generally conform to Exhibit C (Development Plans and samples of products and materials).

It is the intent of this PD to alter the zoning for the Property from current zoning of Lakefront District to Planned Development district (PD-LF) based on the Lakefront District with modified development standards as outline within this document. As used herein "Zoning Ordinance" means the comprehensive zoning of the Town of Little Elm, Texas, in effect on the effective date of this Agreement, except as otherwise defined in this Agreement. Uses and development regulations specifically modified, designated or included in the PD shall not be subject to amendment after the date of the adoption of this PD (the "Effective Date") (whether through an amendment of the Zoning Ordinance or otherwise), except through an amendment of this PD. Uses and development regulations which otherwise are not specifically modified, designated or included in this PD shall be controlled by the "Zoning Ordinance", unless the context provides the contrary.

PROJECT LOCATION

The proposed PD is located at the current address of 550 Eldorado Parkway approximately 500 feet southwest of the Hillside Drive and Eldorado Parkway intersection, within Little Elm's Town limits. The property description is included as (Exhibit A) and the approved site plan is included within (Exhibit C).

SITE PLAN REQUIRED

The Site Plan attached hereto as Exhibit C, and incorporated herein by reference, demonstrates locations of the proposed buildings and improvements within the Property. Any amendment to the site plan approved as a part of the ordinance establishing the planned development district is a change in zoning district classification and must follow the same procedures as set forth in Section 106.04.03, except that the director of planning and development may approve minor revisions which do not alter the basic relationship of the proposed development.

The development will have unified and consistent design elements and provide a cohesive aesthetic, overall aligning with the general vision and intent of the Lakefront District.

EXHIBIT B
Development Standards

GENERAL CONDITIONS FOR PD:

1) Use Regulations. No building, structure, land or premises will be used, and no building or structure shall hereafter be erected, constructed, reconstructed or altered except for one more of the uses specified in 106.04.02 - Lakefront District and Sec. 106.05.01 (b) Nonresidential Zoning Districts Uses. Daycare facility use shall be allowed only on Lot 4 and shall be limited to that particular area designated on the approved site plan as encompassing a total area not to exceed 6,070 square feet.

2) Base Zoning District. The permitted uses and standards shall be in accordance with the Lakefront District, unless otherwise specified herein.

3) General District Standards. All provisions within Division 3 of Sec. 106.04.02 - Lakefront District shall be met except as specified below:

    a. The minimum lot area for Lot 3 shall be at least 0.822 acres.

    b. Block face. Continuous building frontage will be considered to be met if 80 percent or more of the primary building facade is located within 96.5 feet of the right-of-way

4) Buildings. All provisions within Division 4 of Sec. 106.04.02 - Lakefront District shall be met except as specified below:

    a. Exterior materials. Nichiha quality, or higher, large format masonry panels, identified as Group B material, shall not exceed 30% per facade. Steel garage doors, wood-like appearance and texture.

    b. Windows and glazing as shown on the facade plans as the minimum requirement.

    c. Nonresidential at grade allowed to have a minimum clear height of at least 14 feet between finished floor and the bottom of the structure above.

    d. Exterior construction for the addition to Building B, 1,247 square-foot area as shown on the floor plan shall comply with standards within Sec. 106.04.02 - Lakefront District, and be cohesive with existing building.

5) Parking and Accessibility. All provisions within Division 5 of Sec. 106.04.02 - Lakefront District shall be met except as specified below:

    a. Bicycle parking. Allowed location as depicted on the site plan.

    b. Parking spaces allowed at 9 feet wide by 20 feet long.

6) Lighting and Mechanical. All provisions within Division 6 of Sec. 106.04.02 - Lakefront District shall be met.

7) Landscape. All provisions within Division 6 of Sec. 106.04.02 - Lakefront District shall be met, and all landscaping shall comply with the Zoning Ordinance in general, as it exists or may be amended in accordance with the standards in effect at the time of development or requested change.

    a. Foundation planting shall be met through provision of outdoor amenities, in the form of a gazebo, two covered playgrounds (Lot 1R and 4), a large dog park, trail connection, and benches. Locations and product samples included for reference.

b. Open space and landscaping for residential mixed use projects. In lieu of the town's requirement for open space and trees for residential development, a publicly accessible amenitized green space shall be provided as shown on the site plan.

c. Dumpster Requirements. Dumpster for Lot 3 shall be allowed on Lot 1R, through shared dumpster agreement.

d. Ground mounted mechanical equipment shall be screened with a decorative steel screen fence as shown on the sample within Exhibit C.

8) Future Building & Construction Permits

a. Interior layouts and finishes associated with the residential component, showing stainless steel appliances, granite counter tops, and specific style and brand lighting and plumbing fixtures and hardware, to be captured as the proposed brand and quality or higher.

b. Future construction and building permit applications are subject to meeting relative International Codes and Engineering Design Standards, as amended.

c. Potential changes to any of the attached development plans may also be subject to additional review and approval by USACE and/or TXDOT.

9) Accessory Structures

a. Proposed accessory structures within this District shall be reviewed at the discretion of the Development Services Director. Appeals to the Director's decision shall go before the Planning & Zoning Commission, appeals to the Commission's decision shall go before Town Council for final consideration.

Exhibit C

Development Plans

W. ELDORADO PARKWAY - F. M. ROAD NO. 720
(R. O. W. VARIES)

STATE OF TEXAS
VOL. 647, PG. 312,
D. R. D. C. T.

LOT 2, BLK A
1.780 AC.

BUILDING 'A'
TOTAL BUILDING = 9,820 SQ.FT.
9,820 SQ.FT. AMUSEMENT

BUILDING 'B'
1,247 SQ.FT.
NEW CHILD-CARE
PROPSD. ADDTN.

BUILDING 'B'
4,823 SQ.FT.
EXISTING CHILD-CARE

OUTDOOR CONDO.
AMENITY AREA

LOT 1
JIM ELBERT SUBDIVISION
VOL. 2, PG. 180,
P. R. D. C. T.
ZONED: 'LC'

U. S. A. PERPETUAL
FLOWAGE EASEMENT
RESERVED TO LANDS
BELOW 537 FOOT
CONTOUR PER
VOL. 466, PG. 322,
D. R. D. C. T.

30' CHANNEL CLEARANCE
RIGHT-OF-WAY EASEMENT #2
VOL. 647, PG. 303,
D. R. D. C. T.

FLOOD ZONE BOUNDARY
LOCATED AT 537 CONTOUR

ZONE "X"
ZONE "AE"

20' SANITARY SEWER EASEMENT #2
#2007-113558, O. P. R. D. C. T.
SEE NOTE 1.

EXISTING OVERHEAD
POWER LINE

THE YEHUD GROUP, LTD.
VOL. 4722, PG. 2380,
D. R. D. C. T.
ZONED: 'LC'

CENTEX HOME EQUITY COMPANY, LLC
VOL. 5084, PG. 1986,
D. R. D. C. T.
ZONED: 'LC'

SHERRY J. WARREN, TRUSTEE
DENTON COUNTY, TEXAS
VOL. 2754, PG. 129,
D. R. D. C. T.

CALLED "PUBLIC ROAD"
(KNOWN AS HILLSIDE DR.)

POINT OF BEGINNING

POSSIBLE MONUMENTED DEED OVERLAP SEE NOTE 1

PREVIOUSLY MONUMENTED BOUNDARY OF RECORD SEE NOTE 1

N 89°22'57" W
(N 89°33'39" W 138.00')
137.39

S 01°58'30" W
(S 01°50'12" W 434.53')
439.58

N 68°45'16" W
(N 69°17'25" W 319.70')
321.44'

(N 24°22'46" E 341.32')

LAKE
LEWISVILLE

UNITED STATES OF AMERICA
GARZA-LITTLE ELM DAM & RESERVOIR
VOL. 392, PG. 337,
D. R. D. C. T.

BETTY LOUISE CHAPPELL
VOL. 1133, PG. 467,
D. R. D. C. T.

ZONED: RESIDENTIAL

CLUSTER OF 3" - 8" JUNIPERS AND HACKBERRY TREES

R.O.W.
GRAVEL ROAD
CENTER OF R.O.W.
CONCRETE
STOP BAR

NOTES:
1. ALL PARKING STRIPING TO BE COLORED: WHITE
2. RAMPS TO BE INTEGRALLY COLORED: "ADOBE"

INTEGRALLY STAMPED W/ CITY APPROVED COLORS

INTEGRALLY STAMPED CONC. W/ CITY APPROVED COLORS

INTEGRALLY STAMPED CONC.

26' F. & M. L. & U. E. PROPOSED

10' P. U. E. PROPOSED

DUMPSTER(S) TO BE SCREENED BY MIN. 8' MASONRY WALLS PER TOWN STANDARDS, RE: A2.2 FOR ELEVATIONS

DUMPSTER TO BE SCREENED BY 6' MASONRY WALLS PER TOWN STANDARDS

DUMPSTER(S) TO BE SCREENED BY 6' MASONRY WALLS PER TOWN STANDARDS

BUILDING 'A' TOTAL FOOT-PRINT = 10,363 sq.ft.
LEVEL 1 (Re: A1.1)
3,320 SQ.F.T LEVEL 1 RETAIL 'C'(1&2) / 16 PRIVATE CONDO. GARAGES / & 1X RESIDENTIAL AMENITY SPACE.

RETAIL C-1 (RE: A1.1)
RETAIL C-2 (RE: A1.1)
PRIVATE AMENITY (RE: A1.1)
RESIDENT PARKING / CIRCULATION (RE: A1.1)

BLDG. 'A' MECH. w/ DECORATIVE SCREENING FENCE AT SIDES (RE: A2.4) / LANDSCAPE SCREENING IN FRONT PER LANDSC.

OVER HEAD (DASHED)

PROVIDE E.V. CHARGING CONDUIT THESE (5) 'E.V.' SPACES

EXIST. STAMPED SIDEWALK

20' LANDSC.

10' LANDSC.

SIDEWALK

99.8

11 SPACES @ 9'=99

6 SPACES @ 9'=54

3 SPACES @ 9'=27

7 SPACES @ 9'=63

05 SPACES AT 9'-0"= 45

07 SPACES AT 9'-0"= 63

8 SPACES AT 9' = 72

2 SPACES = 18

41 SPACES AT 9' = 369

7 SPACES X 9' 63

CHILD DROP-OFF

EXIT GATE / FIRE ACCESS

OUTDOOR PLAY AREA 'A'

OUTDOOR PLAY AREA 'B'

OUTDOOR PLAY AREA 'C'

12'x12' Bfg

OUTDOOR PLAY AREA 'B' = 8,000 SQ.FT.

NOTE: ALL PLAYGROUND EQUIPMNET MUST BE COMMERCIAL GRADE

PLAYGROUND STRUCTURE WITH SHADING, RE: SPECS.

NOTE: ALL PLAYGROUND EQUIPMENTS MUST BE COMMERCIAL GRADE

NOTE:
THE PLAYGROUND EQUIPMENT WILL NEED TO BE SECURED TO THE GROUND TO PREVENT IT FLOATING INTO THE LAKE DURING PERIOD OF HIGH WATER.

MIN. 6" WIDTH OF RUBBER MULCH-SURROUND. DEPTH AND SPEC OF MULCH PER PLAYGROUND CONTRACTOR.

TYP. PROPERTY FENCES:
WROUGHT IRON FENCE:
PANEL SIZE: 72" X 72"
POSTS: 2" X 2"
RAILS: 1.25" X 1.50"
SPACES: 3.50" X 3.50"
SURFACE: PRE-GALVANIZED OR POWDER-COATED; PAINT BLACK

20'X20' GAZEBO

metal trash receptacle

PAVED 5' WALK

PAVED 10' WALK

CONNECT TO CITY TRAIL

GATE

DOG PARK

bench

FENCE

SITE DATA TABLE

ITEM	LOT 3 (BLDG A)	LOT 1R (BLDG C)	LOT 4 (BLDG B)	TOTAL
GENERAL SITE DATA	EXST. ZNG. PRPSD. ZNG.	EXST. ZNG. PRPSD. ZNG.	EXST. ZNG. PRPSD. ZNG.	
Zoning (From Map)	LF PD-LF	LF PD-LF	LF PD-LF	--
Land Use (From Zoning Ordinance)	AMUSEMENT	RETAIL/ CONDOMINIUM	CHILD CARE	--
Lot Area (Sq.ft. and Acres)	35,803 s.f. (0.822 AC)	91,633 s.f. (2.104 AC)	53,730 s.f. (1.233 AC)	181,166 s.f. (4.159 AC)
Bldg. Footprint Area (Sq.ft.)	9,820 s.f.	10,363 s.f.	4,823 EXISTING, 1,247 PROPOSED ADDITION: TOTAL = 6,070 S.F.	26,756 s.f.
Total Bldg. Area (Sq.ft.)	9,820 s.f.	32,769 s.f.	6,070 s.f.	48,659 s.f.
Bldg. Height (# Stories)	1	3	1	--
Bldg. Height (Feet - Distance to Tallest Bldg. Element)	30'-0"	45'-0"	23'-0"	--
Lot Coverage (x.xx%)	27.84%	11.38%	13.79%	15.19%
Floor Area Ratio (x.xx%)	27.84%	56.88% (ALL 3 STORIES)	13.79%	38.07%
PARKING				
Parking Ratio (From Zoning Ordinance)	1/200	1/250 and 2 PER UNIT	1/35 CHILDREN / 10	--
Required Parking (# Spaces)	49.1	14 RETAIL + 16(x2)CONDO=46	13.5	124.1
Provided Parking (# Spaces)	45 (8.4% REDUCTION)	56	22	124
Accessible Parking Required (# Spaces)	2	2	2	6
Accessible Parking Provided (# Spaces)	2	2	2	6
TOTAL 'E.V.' PARKING (CONDUIT PROVIDED)		5		5

PARKING NOTES: SPACES LABELED "CONDO" ARE RESERVED FOR THE RESIDENTIAL UNITS IN BLDG. C CONDO. SPACES ARE ON-SITE AND THERE ARE 16 TOTAL SPACES IN THE BLDG 'C' LEVEL 1 GARAGE.

PARKING NOTES: CONNDOS SLIGHTLY OVER-PARKED TO ALLOW FOR ADMIN.

PARKING NOTES: SPACES LABED "CHILD-CARE" ARE RESERVED FOR BLDG. B

PARKING NOTES: REQUESTING VARIANCE FOR AN 8% REDUCTION FOR BLDG. A

'LOT 3' FOR RETAIL BUILDING 'A' APPROX. 35,803 S.F.

LOT 2: 1.780 ACRES

'LOT 1-R' FOR RETAIL & CONDOMINIUM BUILDING 'C' APPROX. 91,633 S.F.

'LOT 4' FOR CHILD CARE BUILDING 'B' APPROX. 53,730 S.F.

PROPERTY KEY MAP

PROJECT NAME: LAKESHORE PLAZA
LEGAL DESCRIPT (FROM PLAT):
LOT 1 IN BLOCK A, OF LAKESHORE PLAZA A PORTION OF THE MATTHEW JONES SURVEY, ABSTRACT NUMBER 667, IN THE TOWN OF LITTLE ELM DENTON COUNTY, TEXAS CONTAINING 266,619 SQ. FT OR 6.121 ACRES June, 2016

ANY MATERIALS OR METHODS CONTAINING OR USING ASBESTOS ARE PROHIBITED

Site Plan
01 1" = 30'

PLAN NORTH

0 20 40

OWNER & APPLICANT:
MATT SHEKARI mattshekari@gmail.com 972-339-2943
TOPTEL LLC 3899 Adams Ln, Frisco, TX 75034

ARCHITECT OF RECORD:
WES GUSTIN, RA, LEED AP wes@triunearchitecture.com 972-363-6155

TRIUNE ARCHITECTURE
972-363-6155
www.triunearchitectureplic.com

Lakeshore Plaza
Bldg. 'C'

Eldorado Pkwy.
and Hillside Dr.
Little Elm, TX
75206

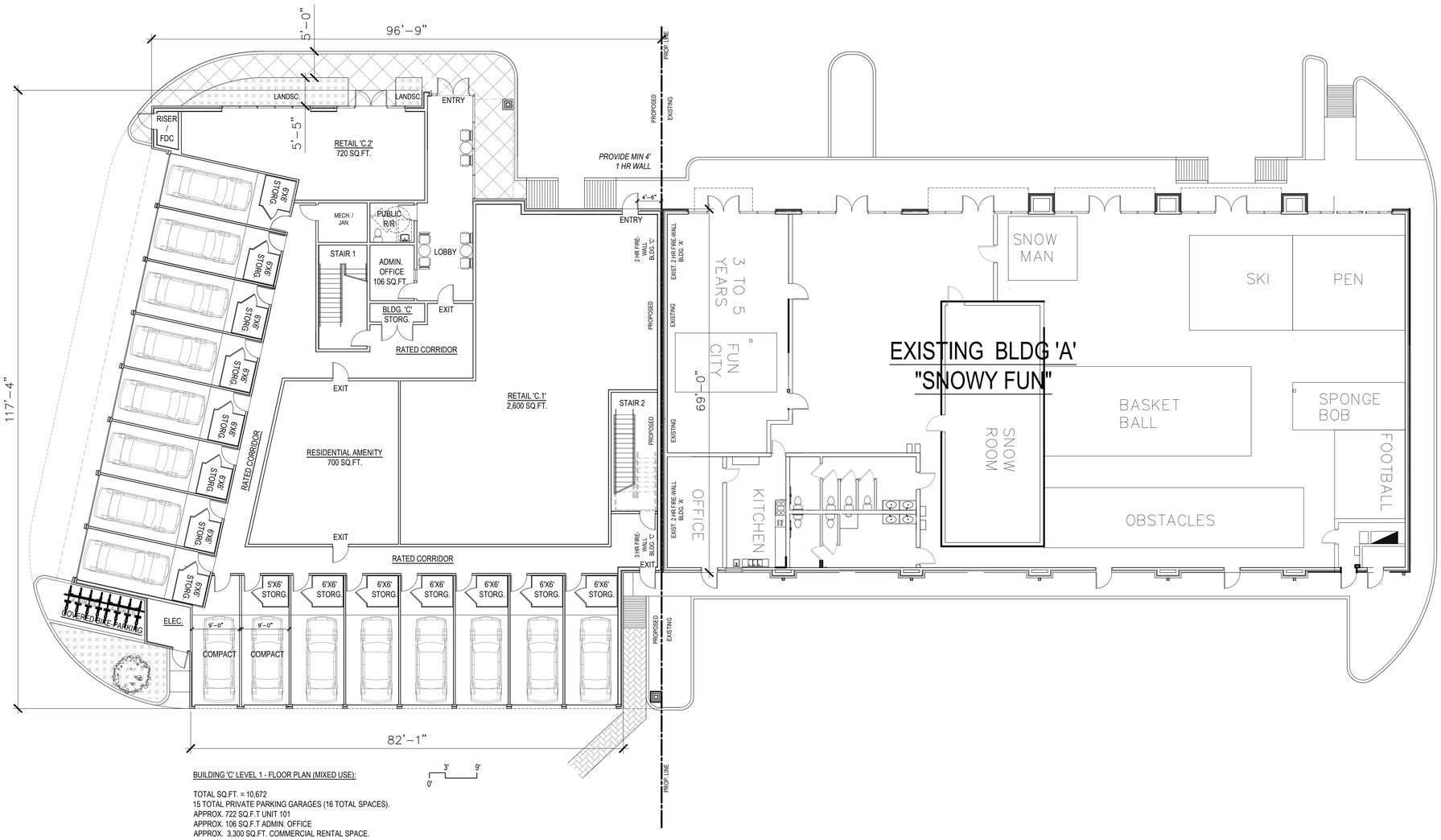
Site Review 02-24-22
PD 03-11-22
PD 03-30-22
PD 05-20-22
PD 08-05-22

PRELIMINARY
NOT FOR
REGULATORY
APPROVAL OR
COPNSTRUCTION

Project #: 2003.00

SITE
MASTER
PLAN

A0.1
10-20-2022



BUILDING 'C' LEVEL 1 - FLOOR PLAN (MIXED USE):

TOTAL SQ.FT. = 10,672
15 TOTAL PRIVATE PARKING GARAGES (16 TOTAL SPACES).
APPROX. 722 SQ.F.T UNIT 101
APPROX. 106 SQ.F.T ADMIN. OFFICE
APPROX. 3,300 SQ.FT. COMMERCIAL RENTAL SPACE.

Level 1 – Overall

01 3/32" = 1'–0"

PLAN NORTH

OWNER & APPLICANT:
MATT SHEKARI mattshekari@gmail.com 972-339-2943
TOPTEL LLC 3899 Adams Ln, Frisco, TX 75034

ARCHITECT OF RECORD:
WES GUSTIN, RA, LEED AP wes@triunearchitecture.com 972-363-6155

TRIUNE ARCHITECTURE
972-363-6155
www.triunearchitecturepllc.com

Lakeshore Plaza
Bldg. 'C'

Eldorado Pkwy.
and Hillside Dr.
Little Elm, TX
75206

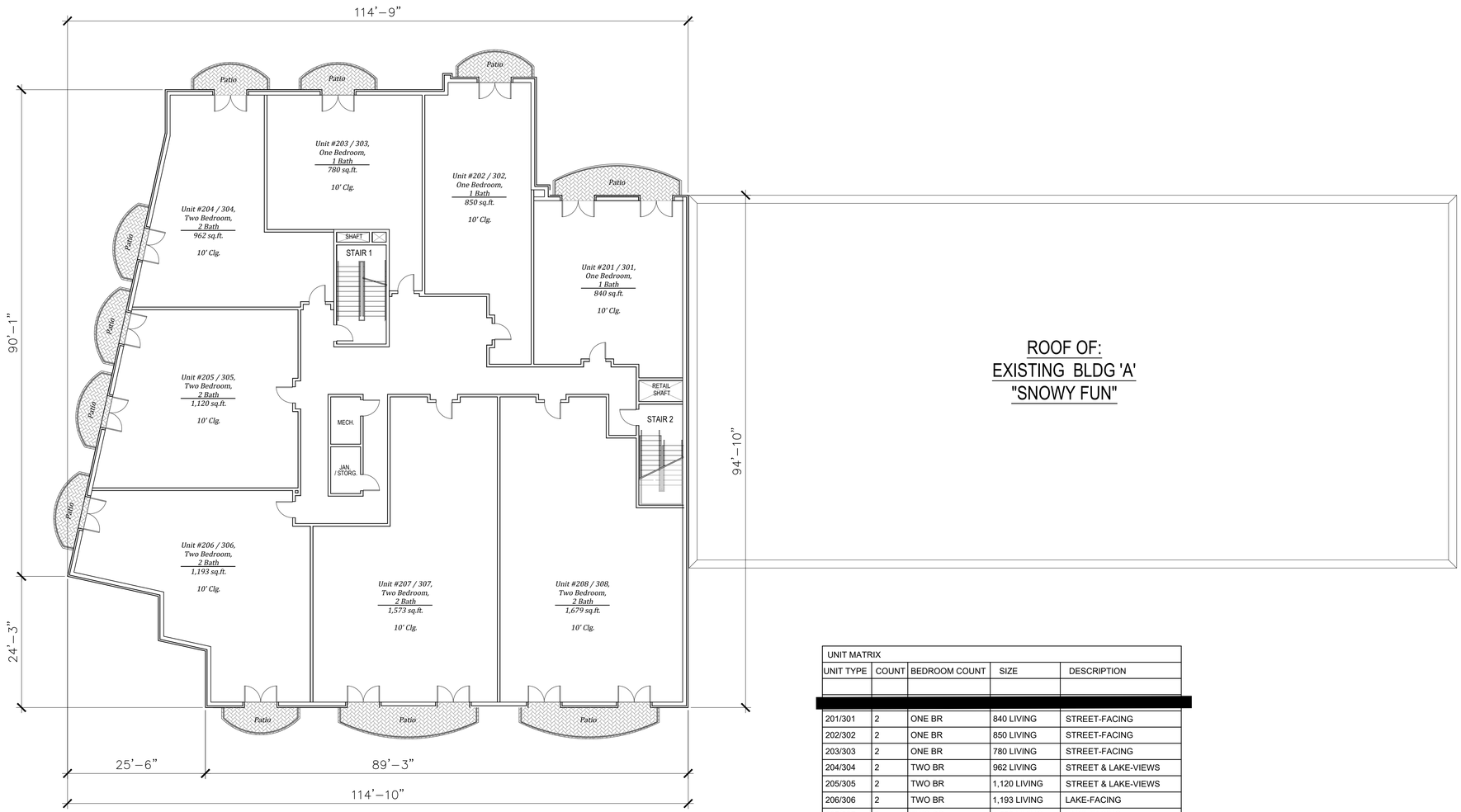
PRELIMINARY
NOT FOR
REGULATORY
APPROVAL OR
COPNSTRUCTION

Project #: 2003.00

Level 1
Overall
Floor Plan

A1.1

ANY MATERIALS OR METHODS CONTAINING OR USING ASBESTOS ARE PROHIBITED



UNIT MATRIX				
UNIT TYPE	COUNT	BEDROOM COUNT	SIZE	DESCRIPTION
201/301	2	ONE BR	840 LIVING	STREET-FACING
202/302	2	ONE BR	850 LIVING	STREET-FACING
203/303	2	ONE BR	780 LIVING	STREET-FACING
204/304	2	TWO BR	962 LIVING	STREET & LAKE-VIEWS
205/305	2	TWO BR	1,120 LIVING	STREET & LAKE-VIEWS
206/306	2	TWO BR	1,193 LIVING	LAKE-FACING
207/307	2	TWO BR	1,573 LIVING	LAKE-FACING
208/308	2	TWO BR	1,679 LIVING	LAKE-FACING
TOTAL	16			

BUILDING 'C' LEVEL 2,3 - FLOOR PLAN (LIVING UNITS):

GRAND TOTAL SQ.FT. = 10,536 (NOT INCLUDING PATIOS)

0' 3' 9'

Level 2 & 3

01

3/32" = 1'–0"

PLAN NORTH

OWNER & APPLICANT:
MATT SHEKARI mattshekari@gmail.com 972-339-2943
TOPTEL LLC 3899 Adams Ln, Frisco, TX 75034

ARCHITECT OF RECORD:
WES GUSTIN, RA, LEED AP wes@triunearchitecture.com 972-363-6155

ANY MATERIALS OR METHODS CONTAINING OR USING ASBESTOS ARE PROHIBITED

TRIUNE ARCHITECTURE
972-363-6155
www.triunearchitecturepllc.com

Lakeshore Plaza
Bldg. 'C'

Eldorado Pkwy.
and Hillside Dr.
Little Elm, TX
75206

PRELIMINARY
NOT FOR
REGULATORY
APPROVAL OR
COPNSTRUCTION

Project #: 2003.00

Level 2 & 3

A1.2

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- Roof access shall be provided internally, unless otherwise permitted by the Chief Building Official



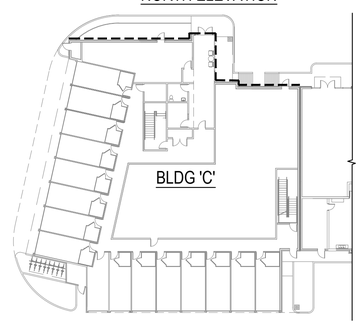
LEGEND

- CORONADO "STRIP" STONE COLOR: "BLACK FOREST"
- BRICK: ACME-COLOR: "MAROON"
- E.I.F.S. CORNICE-ROUGH FINISH COLOR: SW7004 "SNOWBOUND"
- BRICK: ACME-COLOR: "DARK BROWN"
- PRE-FIN ALUM. FASCIA COLOR: ALUMINUM
- WROUGHT IRON RAILINGS, PAINT BLACK
- STEEL CABLES
- STUCCO-ROUGH FINISH COLOR: SW2025 'CASTLE BEIGE'
- E.I.F.S. ACCENT ROUGH FINISH COLOR: SW2022 'DRY DOCK'
- E.I.F.S. CORNICE-ROUGH FINISH COLOR: SW7004 "SNOWBOUND"
- WALL SCONCE
- CAST STONE SILL / COLOR: BEIGE
- 'NICHIHA CEMENT-FIBER' PRODUCT: *ARCH. WALL PANELS; 'BLOCK'* COLOR: *GREY (parallel pattern)*
- 'NICHIHA CEMENT-FIBER' PRODUCT: *ARCH. WALL PANELS; 'STUCCO'* COLOR: *SANDSTONE, DESERT BEIGE (running pattern)*

MATERIAL TABULATIONS: 5,844
Total Elev. Surface = 5,844
Total Windows & Doors = 634
Total Elev (Minus Doors/Windows).: 5,210 sq.ft.
2,709 sq.ft. Brick (52%)
1,250 sq.ft. 'Nichiha'(24%)
834 sq.ft. Stacked Stone (16%)
417 sq.ft. Accent Materials (8%):
-Metal Awnings
-EIFS Cornices & Accents

3' 9'
0'

NORTH ELEVATION



Floor Plan Key
02
1" = 300'

PLAN NORTH

Front Elevation-Building 'C' (North)
01
3/16" = 1'-0"

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Lakeshore Plaza
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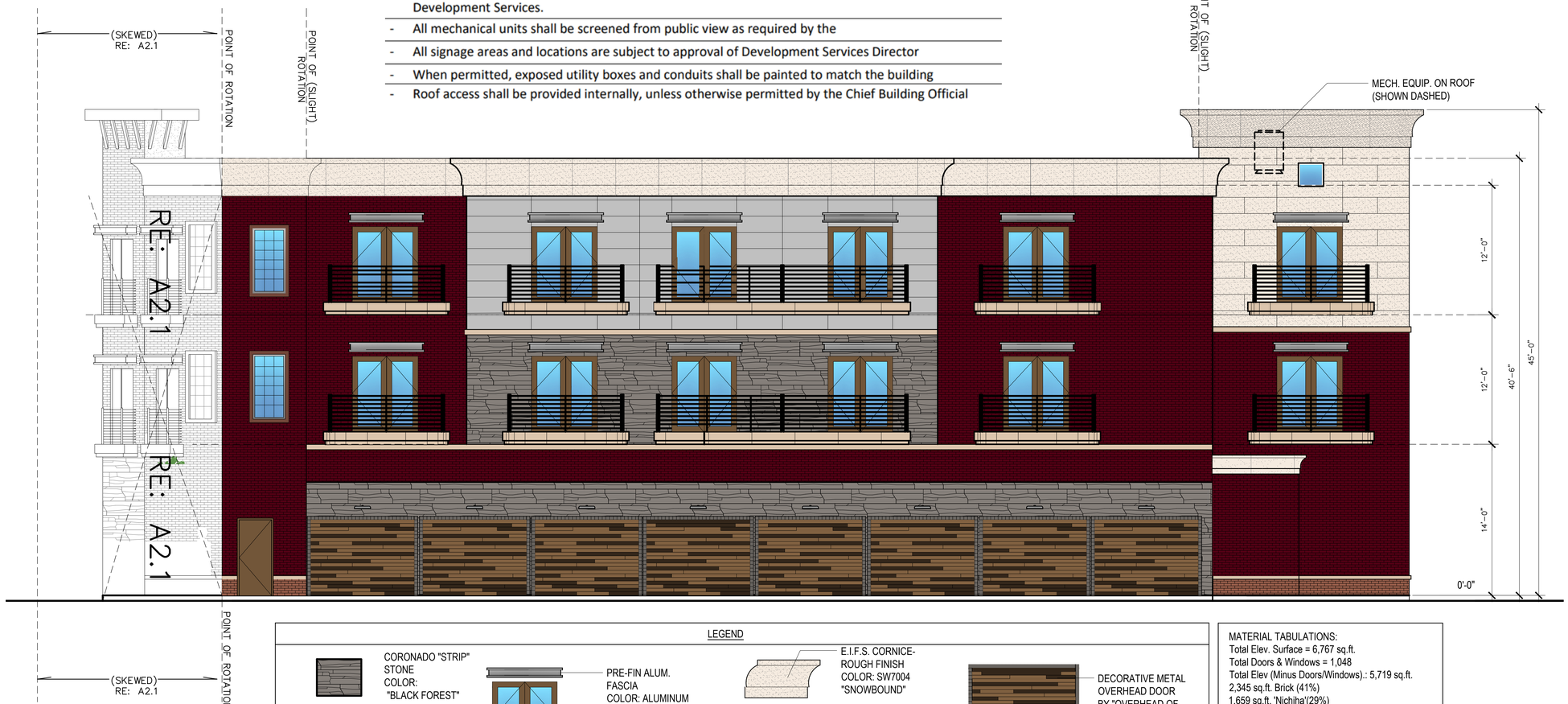
Project #: 2003.00

EXTERIOR
ELEVATION

A2.1

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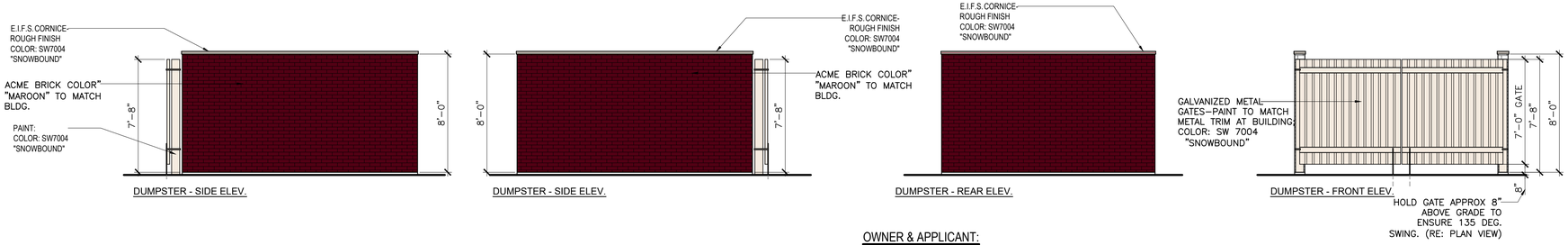
LEGEND

- CORONADO "STRIP" STONE COLOR: "BLACK FOREST"
- BRICK: ACME-COLOR: "MAROON"
- E.I.F.S. CORNICE-ROUGH FINISH COLOR: SW7004 "SNOWBOUND"
- BRICK: ACME-COLOR: "DARK BROWN"
- PRE-FIN ALUM. FASCIA COLOR: ALUMINUM
- WROUGHT IRON RAILINGS, PAINT BLACK
- STEEL CABLES
- STUCCO-ROUGH FINISH COLOR: SW2025 'CASTLE BEIGE'
- E.I.F.S. ACCENT ROUGH FINISH COLOR: SW2022 'DRY DOCK'
- CAST STONE SILL / COLOR: BEIGE
- E.I.F.S. CORNICE-ROUGH FINISH COLOR: SW7004 "SNOWBOUND"
- 'NICHIHA CEMENT-FIBER' PRODUCT: *ARCH. WALL PANELS; 'BLOCK'* COLOR: *GREY (parallel pattern)*
- 'NICHIHA CEMENT-FIBER' PRODUCT: *ARCH. WALL PANELS; 'STUCCO'* COLOR: *SANDSTONE, DESERT BEIGE (running pattern)*
- DECORATIVE METAL OVERHEAD DOOR BY "OVERHEAD OF PLANO" , STYLE: 'PLANKS' COLOR: 'BROWN AND SANDSTONE MIX'
- ROWLOCK BRICK: "ACME - GREY"
- WALL SCONCE

MATERIAL TABULATIONS:
Total Elev. Surface = 6,767 sq.ft.
Total Doors & Windows = 1,048
Total Elev (Minus Doors/Windows).: 5,719 sq.ft.
2,345 sq.ft. Brick (41%)
1,659 sq.ft. 'Nichiha'(29%)
1,315 sq.ft. Stacked Stone (23%)
400 sq.ft. Accent Materials (7%):
-Metal Awnings
-EIFS Cornices & Accents

3' 9'
0'

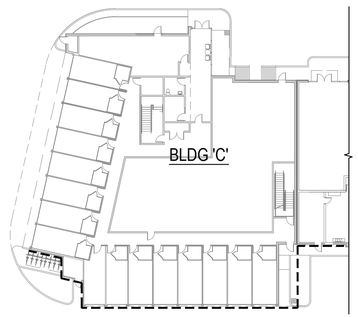
Side Elevation-Building 'C' (West)
01 3/16" = 1'-0'



Dumpster Elevations
02 1/4" = 1'-0'

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ARCHITECT OF RECORD:
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SOUTH ELEVATION

Floor Plan Key
03 1" = 300'

PLAN NORTH

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Lakeshore Plaza
Bldg. 'C'

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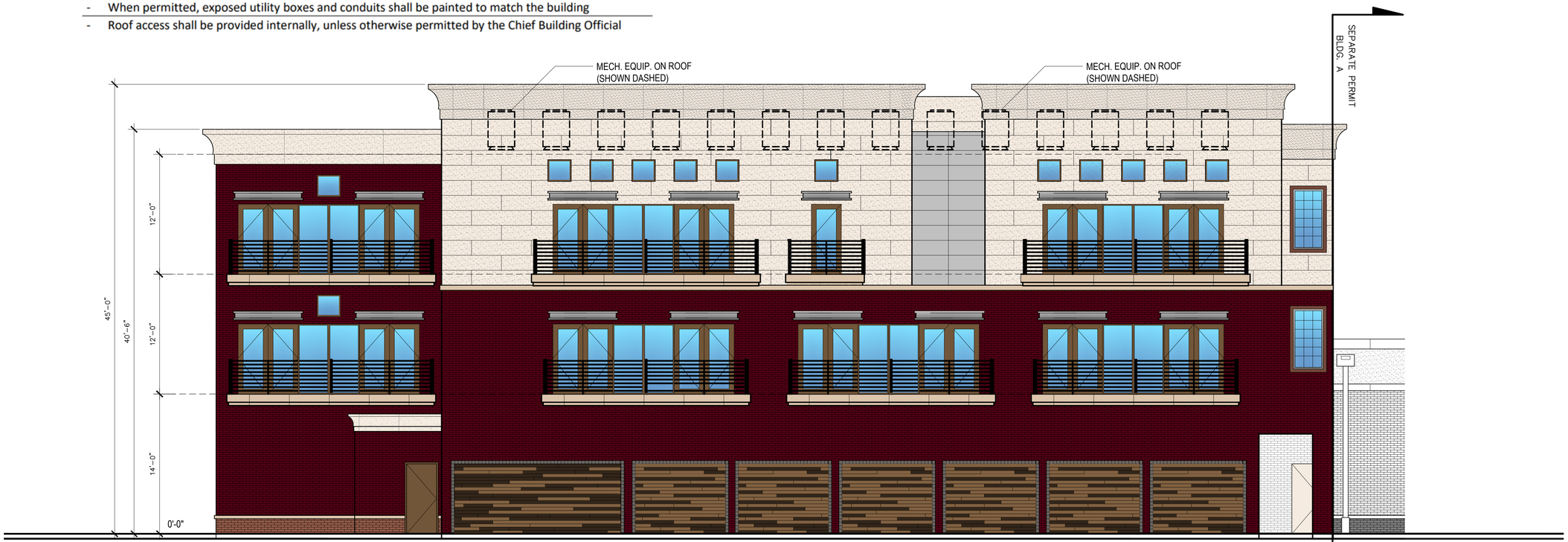
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COPNSTRUCTION

Project #: 2003.00

EXTERIOR ELEVATION

A2.2

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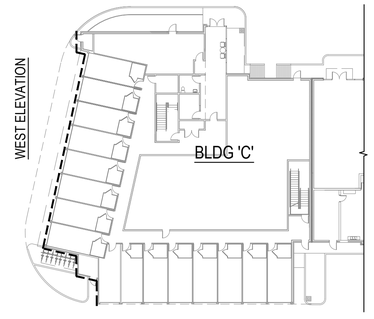


LEGEND

- CORONADO "STRIP" STONE COLOR: "BLACK FOREST"
- BRICK: ACME-COLOR: "MAROON"
- E.I.F.S. CORNICE-ROUGH FINISH COLOR: SW7004 "SNOWBOUND"
- BRICK: ACME-COLOR: "DARK BROWN"
- PRE-FIN ALUM. FASCIA COLOR: ALUMINUM
- WROUGHT IRON RAILINGS, PAINT BLACK
- STEEL CABLES
- STUCCO-ROUGH FINISH COLOR: SW2025 'CASTLE BEIGE'
- E.I.F.S. ACCENT ROUGH FINISH COLOR: SW2022 'DRY DOCK'
- CAST STONE SILL / COLOR: BEIGE
- E.I.F.S. CORNICE-ROUGH FINISH COLOR: SW7004 "SNOWBOUND"
- 'NICHIHA CEMENT-FIBER' PRODUCT: *ARCH. WALL PANELS; 'BLOCK'* COLOR: *GREY (parallel pattern)*
- 'NICHIHA CEMENT-FIBER' PRODUCT: *ARCH. WALL PANELS; 'STUCCO'* COLOR: *SANDSTONE, DESERT BEIGE (running pattern)*
- DECORATIVE METAL OVERHEAD DOOR BY "OVERHEAD OF PLANO" , STYLE: 'PLANKS' COLOR: 'BROWN AND SANDSTONE MIX'
- ROWLOCK BRICK: "ACME - GREY"
- WALL SCONCE

MATERIAL TABULATIONS:
Total Elev. Surface = 7,112 sq.ft.
Total Doors & Windows = 1,264 sq.ft.
Total Elev (Minus Doors/Windows).: 5,848 sq.ft.
4,094 sq.ft. Brick (70%)
1,287 sq.ft. 'Nichiha' (22%)
467 sq.ft. Accent Materials (8%):
-Metal Awnings
-EIFS Cornices & Accents
-Cedar Trellis

3' 9'
0'



Floor Plan Key
02
1" = 300'
PLAN NORTH

Rear Elevation-Building 'C' (South)
01
3/16" = 1'-0"

OWNER & APPLICANT:
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TOPTEL LLC 3899 Adams Ln, Frisco, TX 75034

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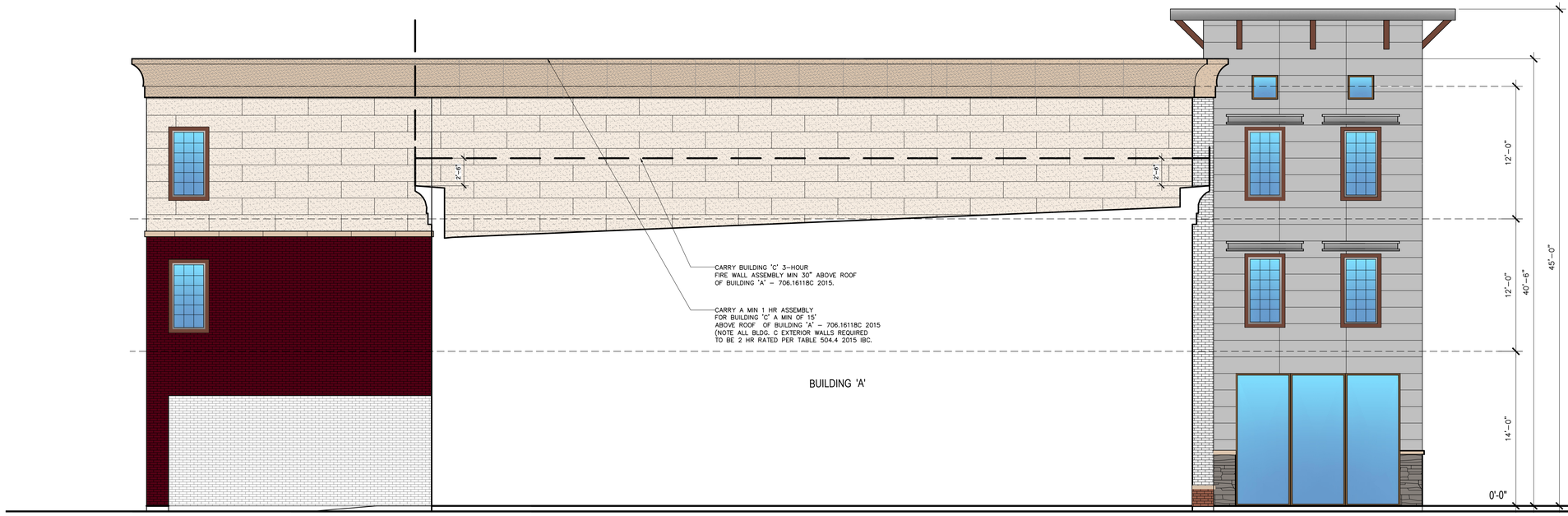
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Project #: 2003.00

EXTERIOR ELEVATION

A2.3

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LEGEND

CORONADO "STRIP" STONE COLOR: "BLACK FOREST"

BRICK: ACME-COLOR: "MAROON"

E.I.F.S. CORNICE-ROUGH FINISH COLOR: SW7004 "SNOWBOUND"

BRICK: ACME-COLOR: "DARK BROWN"

'NICHIHA CEMENT-FIBER' PRODUCT: *ARCH. WALL PANELS; 'BLOCK'* COLOR: *GREY* *(parallel pattern)*

PRE-FIN ALUM. FASCIA COLOR: ALUMINUM

WROUGHT IRON RAILINGS, PAINT BLACK

STEEL CABLES

STUCCO-ROUGH FINISH COLOR: SW2025 'CASTLE BEIGE'

E.I.F.S. ACCENT ROUGH FINISH COLOR: SW2022 'DRY DOCK'

'NICHIHA CEMENT-FIBER' PRODUCT: *ARCH. WALL PANELS; 'STUCCO'* COLOR: *SANDSTONE, DESERT BEIGE* *(running pattern)*

E.I.F.S. CORNICE-ROUGH FINISH COLOR: SW7004 "SNOWBOUND"

WALL SCONCE

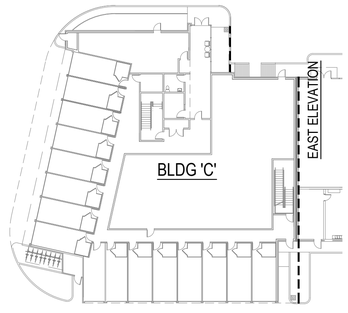
CAST STONE SILL / COLOR: BEIGE

MATERIAL TABULATIONS:
Total Elev. Surface = 5,791 sq.ft.
Total Doors & Windows = 284 sq.ft.
Total Elev (Minus Doors/Windows).: 5,507 sq.ft.
3,305 sq.ft. Brick (60%)
1,707 sq.ft. 'Nichiha' (31%)
165 sq.ft. Stacked Stone (3%)
330 sq.ft. Accent Materials (6%):
-Metal Awnings
-EIFS Cornices & Accents

3' 9'
0'



FENCE EXAMPLE AT 'BLDG A' MECH. SCREENING



Floor Plan Key
02 1" = 300'

PLAN NORTH

Side Elevation-Building 'C' (East)
01 3/16" = 1'-0"

OWNER & APPLICANT:
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Lakeshore Plaza
Bldg. 'C'

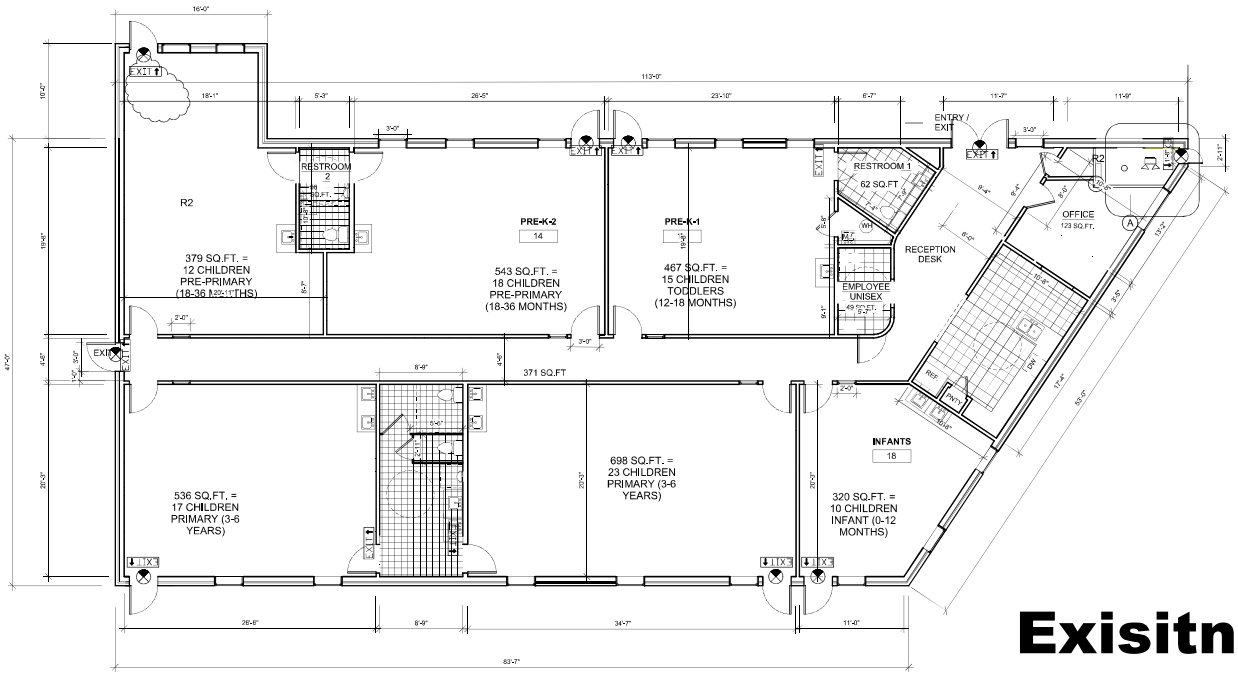
Eldorado Pkwy. and Hillside Dr.
Little Elm, TX
75206

PRELIMINARY NOT FOR REGULATORY APPROVAL OR COPNSTRUCTION

Project #: 2003.00

EXTERIOR ELEVATION

A2.4



Exisitng Floor plan

CHILD CARE
AT LAKESHORE PLAZA, LITTLE ELM,
BUILDING "B"
ONE-STORY, WOOD-FRAMED
4,850 SQ.FT.
TOTAL OCCUPANCY= 128

FLOOR PLAN GENERAL NOTES

1. ATTENTION ALL USERS OF THESE DRAWINGS,GENERAL CONTRACTORS,SUB-CONTRACTORS, MANUFACTURERS AND SUPPLIERS:CAREFULLY AND THOROUGHLY REVEIW THESE GENERAL NOTES .IT IS YOUR RESPONSIBILITY TO KNOW AND ADHERE TO THESE REQUIREMENTS .IF CONFLICT OCCURS , CONTACT ARCHITECT PRIOR TO COMMENCEMENT OF WORK.
2. EVERY EFFORT HAS BEEN MADE TO MAKE THESE DOCUMENT CONCISE AND COORDINATED ,TO DEFINE WORK IN THE MOST LOGICAL PLACE AND TO ELIMINATE REDUNDANCY. DO NOT PRESUME THAT YOUR SCOPE OF WORK IS DEFINED THROUGHOUT THE ENTIRE SET OF DRAWINGS AND SPECIFICATIONS YOU MUST REVIEW THE ENTIRE SET OF CONTRACT DOCUMENTS TO DETERMINE YOUR SCOPE OF WORK. NO ADDITIONAL COST SHALL BE ACCESSED TO THE OWNER FOR NOT UNDERSTANDING SCOPE OF WORK. IF CONFLICT OCCURS, CONTACT THE ARCHITECT PRIOR TO COMMENCEMENT OF WORK.
3. DO NOT SCALE DRAWINGS
4. SEE THE PROJECT GENERAL NOTES LOCATED IN THE G-SERIES DRAWINGS
5. DIMENSION SHOWN FOR INTERIOR WALLS/PARTITION ARE FROM FACE OF GYPSUM BOARD ,OR CENTER OF COLUMN .EXTERIOR WALL DIMENSIONS ARE FROM FACE OF STUD AND/OR END OF STRUCTURAL SLAB U.N.O. .SEE ENLARGED FLOOR PLANS FOR THR ADDITIONAL DIMENSIONS NOT INDICATED ON OVERALL DIMENTIONED PLANS
6. CONTRACTOR SHALL CROSS REFERENCE ALL SHEETS FOR WINDOW TYPES . ALL ALL HINGE SIDE DOOR JAMBS SHALL BE 5" FROM ADJACENT INTERSECTION,U.N.O
7. WINDOW TYPES MAY NOT APPEAR ON FLOOR PLANS
8. REFERENCE PLUMBING PLAN FOR FLOOR DRAINS.
9. FOR KITCHEN EQUIPMENT PLAN AND FOOD SERVICE EQUIPMENT/FURNITURE REFERENCE(K) SHEETS PROVIDED FROM FOOD SERVICE EQUIPMENT COMPANY /SUPPLIER /DESIGN/INSTALLATION .

S-2.021

FLOOR PLAN

PROJECT NORTH

NO.	DATE	DESCRIPTION

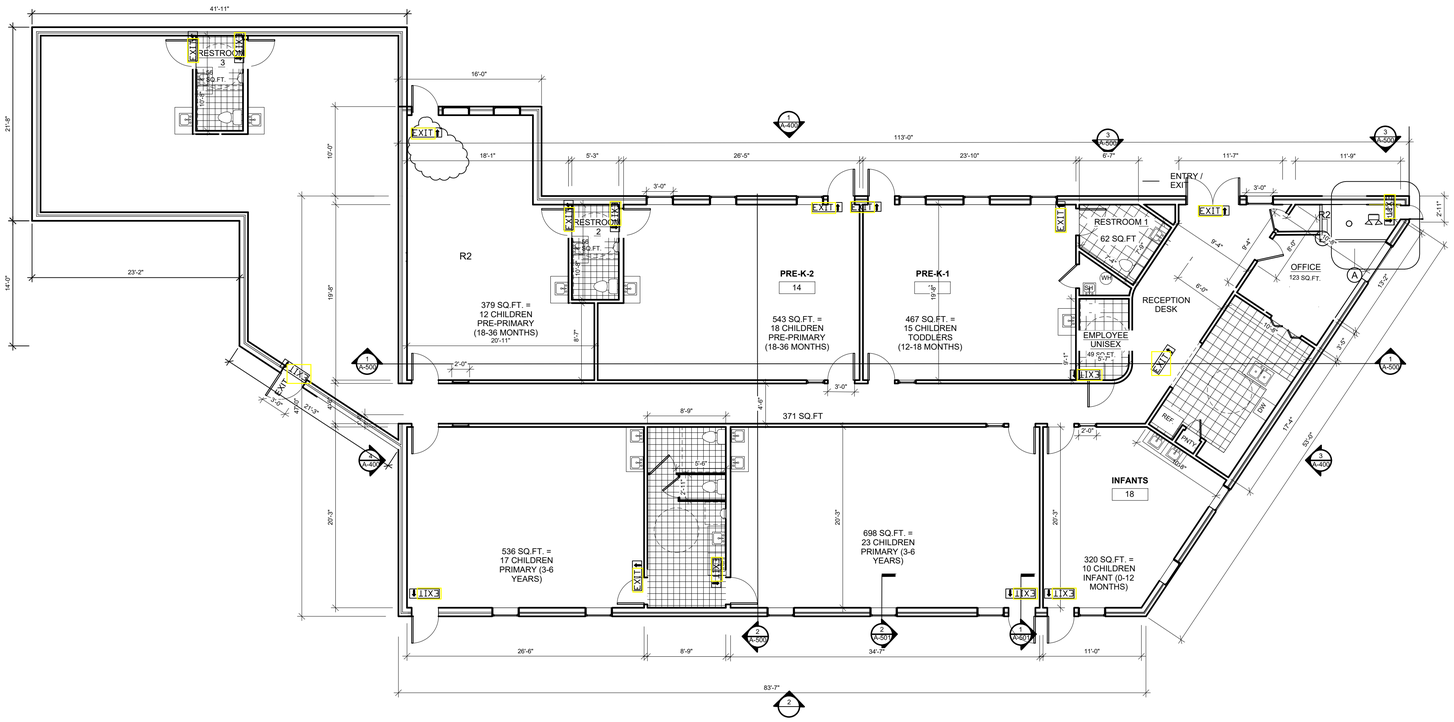
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CORE AND SHELL
ELDORADOPKWY & HILL
SIDE DR LITTLE ELX, TX 75068

Toptel llc 3899 Adams Ln FriscoTX 75034

Project Status

PROJECT NO.:00000
DIMENTIONED FLOOR PLAN
A-201
OF
DRAWN: Author CHECKED:



Proposed Floor plan

FLOOR PLAN GENERAL NOTES

1. ATTENTION ALL USERS OF THESE DRAWINGS,GENERAL CONTRACTORS,SUB-CONTRACTORS, MANUFACTURERS AND SUPPLIERS:CAREFULLY AND THOROUGHLY REVEIW THESE GENERAL NOTES .IT IS YOUR RESPONSIBILITY TO KNOW AND ADHERE TO THESE REQUIREMENTS .IF CONFLICT OCCURS , CONTACT ARCHITECT PRIOR TO COMMENCEMENT OF WORK.
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7. WINDOW TYPES MAY NOT APPEAR ON FLOOR PLANS
8. REFERENCE PLUMBING PLAN FOR FLOOR DRAINS.
9. FOR KITCHEN EQUIPMENT PLAN AND FOOD SERVICE EQUIPMENT/FURNITURE REFERENCE(K) SHEETS PROVIDED FROM FOOD SERVICE EQUIPMENT COMPANY /SUPPLIER /DESIGN/INSTALLATION .

CHILD CARE
AT LAKESHORE PLAZA, LITTLE ELM,
BUILDING "B"
ONE-STORY, WOOD-FRAMED
6070 SQ.FT.
TOTAL OCCUPANCY= 135

Exterior construction of building addition to comply with Zoning Ordinance and be cohesive with existing building.

S-2.021

FLOOR PLAN

PROJECT NORTH

NO.	DATE	DESCRIPTION

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CORE AND SHELL
ELDORADOPKWY & HILL
SIDE DR LITTLE ELX, TX 75068

Toptel llc 3899 Adams Ln FriscoTX 75034

PROJECT NO.00000

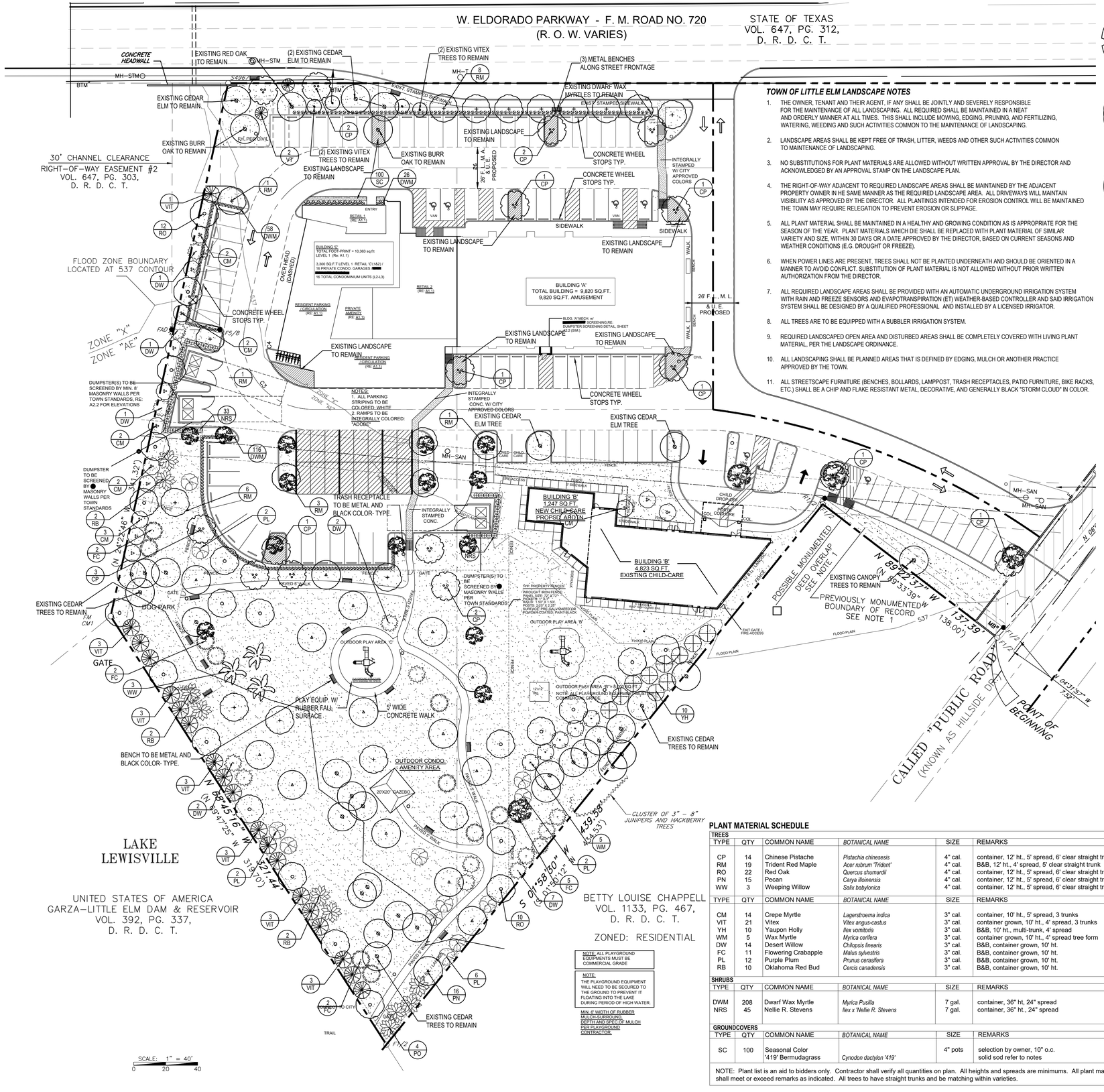
DIMENTIONED FLOOR PLAN

A-201

OF

DRAWN: Author CHECKED:

Project Status



TOWN OF LITTLE ELM LANDSCAPE NOTES

1. THE OWNER, TENANT AND THEIR AGENT, IF ANY SHALL BE JOINTLY AND SEVERELY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING. ALL REQUIRED SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, AND FERTILIZING, WATERING, WEEDING AND SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING.
2. LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH ACTIVITIES COMMON TO MAINTENANCE OF LANDSCAPING.
3. NO SUBSTITUTIONS FOR PLANT MATERIALS ARE ALLOWED WITHOUT WRITTEN APPROVAL BY THE DIRECTOR AND ACKNOWLEDGED BY AN APPROVAL STAMP ON THE LANDSCAPE PLAN.
4. THE RIGHT-OF-WAY ADJACENT TO REQUIRED LANDSCAPE AREAS SHALL BE MAINTAINED BY THE ADJACENT PROPERTY OWNER IN HE 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 RELEGATION TO PREVENT EROSION OR SLIPPAGE.
5. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIALS WHICH DIE SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE, WITHIN 30 DAYS OR A DATE APPROVED BY THE DIRECTOR, BASED ON CURRENT SEASONS AND WEATHER CONDITIONS (E.G. DROUGHT OR FREEZE).
6. WHEN POWER LINES ARE PRESENT, TREES SHALL NOT BE PLANTED UNDERNEATH AND SHOULD BE ORIENTED IN A MANNER TO AVOID CONFLICT. SUBSTITUTION OF PLANT MATERIAL IS NOT ALLOWED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE DIRECTOR.
7. ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLER AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
8. ALL TREES ARE TO BE EQUIPPED WITH A BUBBLER IRRIGATION SYSTEM.
9. REQUIRED LANDSCAPED OPEN AREA AND DISTURBED AREAS SHALL BE COMPLETELY COVERED WITH LIVING PLANT MATERIAL, PER THE LANDSCAPE ORDINANCE.
10. ALL LANDSCAPING SHALL BE PLANNED AREAS THAT IS DEFINED BY EDGING, MULCH OR ANOTHER PRACTICE APPROVED BY THE TOWN.
11. ALL STREETSCAPE FURNITURE (BENCHES, BOLLARDS, LAMPPOST, TRASH RECEPTACLES, PATIO FURNITURE, BIKE RACKS, ETC.) SHALL BE A CHIP AND FLAKE RESISTANT METAL, DECORATIVE, AND GENERALLY BLACK "STORM CLOUD" IN COLOR.

PLANT MATERIAL SCHEDULE

TREES					
TYPE	QTY	COMMON NAME	*BOTANICAL NAME*	SIZE	REMARKS
CP	14	Chinese Pistache	*Pistachia chinensesis*	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
RM	19	Trident Red Maple	*Acer rubrum 'Trident'*	4" cal.	B&B, 12' ht., 4' spread, 5' clear straight trunk
RO	22	Red Oak	*Quercus shumardii*	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
PN	15	Pecan	*Carya illoinensis*	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
WW	3	Weeping Willow	*Salix babylonica*	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
TYPE	QTY	COMMON NAME	*BOTANICAL NAME*	SIZE	REMARKS
CM	14	Crepe Myrtle	*Lagerstroemia indica*	3" cal.	container, 10' ht., 5' spread, 3 trunks
VIT	21	Vitex	*Vitex angus-castus*	3" cal.	container grown, 10' ht., 4' spread, 3 trunks
YH	10	Yaupon Holly	*Ilex vomitoria*	3" cal.	B&B, 10' ht., multi-trunk, 4' spread
WM	5	Wax Myrtle	*Myrica cerifera*	3" cal.	container grown, 10' ht., 4' spread tree form
DW	14	Desert Willow	*Chilopsis linearis*	3" cal.	B&B, container grown, 10' ht.
FC	11	Flowering Crabapple	*Malus sylvestris*	3" cal.	B&B, container grown, 10' ht.
PL	12	Purple Plum	*Prunus cerasifera*	3" cal.	B&B, container grown, 10' ht.
RB	10	Oklahoma Red Bud	*Cercis canadensis*	3" cal.	B&B, container grown, 10' ht.
SHRUBS					
TYPE	QTY	COMMON NAME	*BOTANICAL NAME*	SIZE	REMARKS
DWM	208	Dwarf Wax Myrtle	*Myrica Pusilla*	7 gal.	container, 36" ht, 24" spread
NRS	45	Nellie R. Stevens	*Ilex x 'Nellie R. Stevens*	7 gal.	container, 36" ht., 24" spread
GROUNDCOVERS					
TYPE	QTY	COMMON NAME	*BOTANICAL NAME*	SIZE	REMARKS
SC	100	Seasonal Color '419' Bermudagrass	*Cynodon dactylon '419'*	4" pots	selection by owner, 10" o.c. solid sod refer to notes

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

NOTE: ALL PLAYGROUND EQUIPMENTS MUST BE COMMERCIAL GRADE

NOTE:
THE PLAYGROUND EQUIPMENT WILL NEED TO BE SECURED TO THE GROUND TO PREVENT IT FLOATING INTO THE LAKE DURING PERIOD OF HIGH WATER.

MIN. 9" WIDTH OF RUBBER MULCH-SURROUND, DEPTH AND SPEC OF MULCH PER PLAYGROUND CONTRACTOR.

Chinese Pistache
Trident Red Maple
Pecan
Red Oak
Crepe Myrtle
Vitex
Wax Myrtle
Yaupon Holly
Nellie R. Stevens
Dwarf Wax Myrtle
Seasonal Color
Weeping Willow
Red Bud
Purple Plum
Flowering Carbapple
Desert Willow

LANDSCAPE NOTES

1. CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
2. CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
3. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.
4. CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
5. ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
6. ALL LANDSCAPE AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS.
7. ALL LAWN AREAS TO BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

GENERAL LAWN NOTES

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON CIVIL PLANS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
3. ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. IMPORTED TOPSOIL SHALL BE NATURAL, FRIABLE SOIL FROM THE REGION, KNOWN AS BOTTOM AND SOIL, FREE FROM LUMPS, CLAY, TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BLACK TO BROWN IN COLOR.
5. *ALL LAWN AREAS TO BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.*
6. *ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION*
7. CONTRACTOR SHALL PROVIDE (1") ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

SOLID SOD NOTES

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL DESIRED GRADE IN PLANTING AREAS AND 1" BELOW FINAL GRADE IN TURF AREAS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
3. ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
5. PLANT SOD BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
6. ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
7. WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
8. CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
9. CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.

LANDSCAPE TABULATIONS

SITE TREE REQUIREMENTS
Requirements: 10% of gross vehicular area to be landscaped.
(1) tree per 400 s.f. of required landscaped area.
Total Area: (181,166 s.f.)
Vehicular Area: (62,031 s.f.)

Required	Provided
6,203 s.f. (10%)	7,882 s.f. (13%)
Required	Provided
(16) trees	(48) trees (10) 3" cal. ornamental trees

PARKING LOT
Requirement: All parking spaces must be located within 70' of large canopy tree. One (1) tree per island and One island for every (10) spots.
Provided

PERIMETER LANDSCAPE REQUIREMENTS
Requirements- Vehicular screening is required from public R.O.W and abutting properties.
Provided

Public R.O.W. Frontage- (304 l.f.) 1 large tree per 20 l.f. of street frontage

Required	Provided
16 trees	10 proposed trees- 4" cal. 4 existing trees- 4" cal. 6 ornamental trees (2 proposed, 4 ex.)

Landscape buffers between properties- 844 l.f.
1 large tree per 25 l.f. and 3 ornamental per 5 large trees required in perimeter buffer areas.

Required:	Provided:
(34) trees	(32) trees + (4) existing
(102) ornamental trees	(85) ornamental trees + (17) existing

Perimeter vehicular screening provided with 36" ht. evergreen shrubs
Provided

LANDSCAPE DESIGN OPTIONS
25 POINTS REQUIRED

Enhanced Streetscape Elements (Benches) - 5 points
Enhanced hardscape (crosswalks are concrete pavers) - 5 points
Enhanced site canopy - 5 points
Open Space Greater than Required (20%+) - 5 points
Use of shaded/outdoor seating (Gazebo) - 5 points

Total points = 25.00

FOUNDATION PLANTING

In place of foundation planting the following is proposed
Play-set with rubber fall surface
5' concrete perimeter walk
12 metal benches
4 metal trash receptacles

LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
1784 W. McDERMOTT DR.
SUITE 110
ALLEN, TEXAS 75013
(469) 369-4448
CHRIS@STUDIOGREENSPOT.COM

CHRIS TRONCALE
REGISTERED LANDSCAPE ARCHITECT
2042
STATE OF TEXAS
10.27.2022

LAKESHORE RETAIL

ELDORADO PKWY
LITTLE ELM, TEXAS

ISSUE:
CITY COMMENTS 07.08.2022
CITY COMMENTS 07.28.2022
CITY COMMENTS 09.19.2022
CITY COMMENTS 10.22.2022

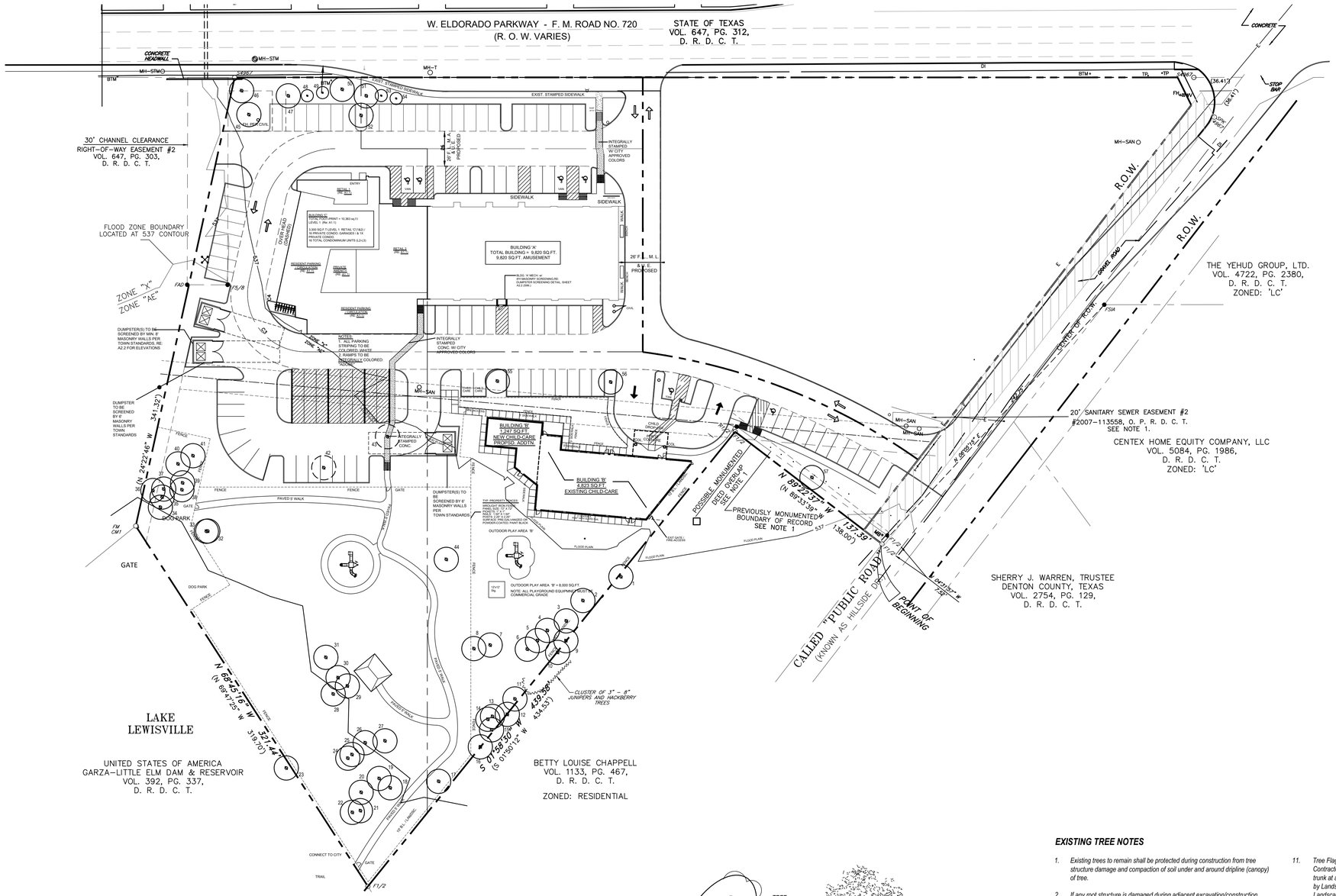
DATE:
10.27.2022

SHEET NAME:
LANDSCAPE PLAN

SHEET NUMBER:

L.2

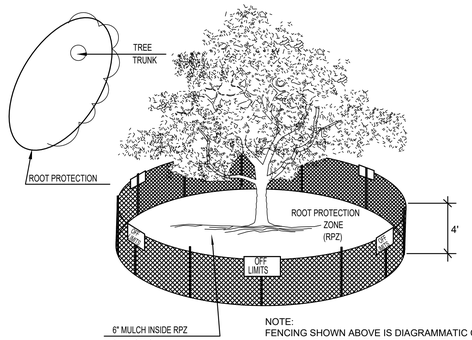
01 LANDSCAPE PLAN
SCALE 1"=30'-0"
0 15 30 60



TREE TABLE

NO.	SIZE	SPECIES	Botanical Name	STATUS	Quality	Mitigation Req.
1	14 IN	HACKBERRY	*Celtis Occidentalis*	REMAIN	NO	NO
2	10 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
3	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
4	14 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
5	12 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
6	16 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
7	3 IN	TEXAS ASH	*Fraxinus Texensis*	REMAIN	YES	NO
8	4 IN	TEXAS ASH	*Fraxinus Texensis*	REMAIN	YES	NO
9	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
10	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	NO	NO
11	10 IN	HACKBERRY	*Celtis Occidentalis*	REMAIN	NO	NO
12	8 IN	HACKBERRY	*Celtis Occidentalis*	REMAIN	NO	NO
13	8 IN	HACKBERRY	*Celtic Occidentalis*	REMAIN	NO	NO
14	12 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
15	4 IN	HONEY LOCUST	*Gleditstia Tracanthos*	REMAIN	NO	NO
16	10 IN	HONEY LOCUST	*Gleditstia Trancanthos*	REMAIN	NO	NO
17	10 IN	HONEY LOCUST	*Gleditstia Trancanthos*	REMAIN	NO	NO
18	16 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
19	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
20	10 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
21	10 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
22	14 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
23	10 IN	EASTERN RED CEDAY	*Juniper Virginiana*	REMAIN	YES	NO
24	10 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
25	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO

NO.	SIZE	SPECIES	Botanical Name	STATUS	Quality	Mitigation Req.
26	16 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
27	5 IN	TEXAS ASH	*Fraxinus Texensis*	REMAIN	YES	NO
28	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
29	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
30	10IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
31	4 IN	TEXAS ASH	*Fraxinus Texensis*	REMAIN	YES	NO
32	11 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
33	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
34	12 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	NO	NO
35	10 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
36	13 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	NO	NO
37	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
38	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
39	10 IN	EASTERN RED CEDAY	*Juniper Virginiana*	REMAIN	YES	NO
40	12 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
41	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMAIN	YES	NO
42	10 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMOVE	YES	NO
43	8 IN	EASTERN RED CEDAR	*Juniper Virginiana*	REMOVE	YES	NO
44	4 IN	TEXAS ASH	*Fraxinus Texensis*	REMAIN	YES	NO
45	4 IN	BURR OAK	*Quercus Macrocarpa*	REMAIN	YES	NO
46	4 IN	CEDAR ELM	*Ulmus Crassifolia*	REMAIN	YES	NO
47	4 IN	RED OAK	*Quercus Shumardii*	REMAIN	YES	NO
48	4 IN	VITEX	*Vitex agnus-castus*	REMAIN	YES	NO
49	4 IN	VITEX	*Vitex agnus-castus*	REMAIN	YES	NO
50	4 IN	CEDAR ELM	*Quercus Shumardii*	REMAIN	YES	NO
51	4 IN	CEDAR ELM	*Quercus Shumardii*	REMAIN	YES	NO
52	4 IN	BURR OAK	*Quercus Macrocarpa*	REMAIN	YES	NO
53	4 IN	VITEX	*Vitex agnus-castus*	REMAIN	YES	NO
54	4 IN	VITEX	*Vitex angus-castus*	REMAIN	YES	NO
55	4 IN	CEDAR ELM	*Ulmus Crassifolia*	REMAIN	YES	NO
56	4 IN	CEDAR ELM	*Ulmus Crassifolia*	REMAIN	YES	NO
57	4 IN	CEDAR ELM	*Ulmus Crassifolia*	REMAIN	YES	NO



NOTE:
FENCING SHOWN ABOVE IS DIAGRAMMATIC ONLY AND WILL CONFORM TO THE DRIP LINE AND LIMITED TO PROJECT BOUNDARY

01 TREE PROTECTION FENCE A
NOT TO SCALE

EXISTING TREE NOTES

1. *Existing trees to remain shall be protected during construction from tree structure damage and compaction of soil under and around dripline (canopy) of tree.*
2. *If any root structure is damaged during adjacent excavation/construction, notify the Architect immediately. It is recommended that a licensed Arborist be secured for the treatment of any possible tree wounds.*
3. *No disturbance of the soil greater than 4" shall be located closer to the tree trunk than 1/2 the distance of the drip line to the tree trunk. A minimum of 75% of the drip line and root zone shall be preserved at natural grade.*
4. *Any fine grading done within the critical root zones of the protected trees must be done with light machinery such as a bobcat or light tractor. No earth moving equipment with tracks is allowed within the critical root zone of the trees.*
5. *Material Storage: No materials intended for use in construction or waste materials accumulated due to excavation or demolition shall be placed within the limits of the dripline of any tree.*
6. *Equipment Cleaning/Liquid Disposal: No equipment may be cleaned, toxic solutions, or other liquid chemicals shall be deposited within the limits of the dripline of a tree. This would include but not be limited to paint, oil, solvents, asphalt, concrete, mortar, primers, etc.*
7. *Tree Attachments: No signs, wires or other attachments, other than those of a protective nature shall be attached to any tree.*
8. *Vehicular Traffic: No vehicular and construction equipment traffic or parking is allowed within the limits of the dripline of trees.*
9. *Boring of Utilities: May be permitted under protected trees in certain circumstances. The minimum length of the bore shall be the width of the tree's canopy and shall be a minimum depth of forty-eight (48") inches.*
10. *Trenching: Any irrigation trenching which must be done within the critical root zone of a tree shall be dug by hand and enter the area in a radial manner.*
11. *Tree Flagging: All trees to be removed from the site shall be flagged by the Contractor with bright red vinyl tape (3" width) wrapped around the main trunk at a height of four (4') feet above grade. Flagging shall be approved by Landscape Architect prior to any tree removal. Contractor shall contact Landscape Architect with 72 hour notice to schedule on-site meeting.*
12. *Protective Fencing: All trees to remain, as noted on drawings, shall have protective fencing located at the tree's dripline. The protective fencing may be comprised of snow fencing, orange vinyl construction fencing, chain link fence or other similar fencing with a four (4') foot approximate height. The protective fencing will be located as indicated on the Tree Protection Detail(s).*
13. *Bark Protection: In situations where a tree remains in the immediate area of intended construction, the tree shall be protected by enclosing the entire circumference of the tree's trunk with lumber encircled with wire or other means that does not damage the tree. Refer to Tree Protection Detail(s).*
14. *Construction Pruning: In a case where a low hanging limb is broken during the course of construction, the Contractor shall notify the Landscape Architect immediately. In no instance shall the Contractor prune any portion of the damaged tree without the prior approval by the Landscape Architect.*

EXISTING TREE LEGEND

EXISTING TREE TO REMAIN

EXISTING TREE TO BE REMOVED

TREE PROTECTION FENCING TO REMAIN DURING CONSTRUCTION REFER TO 01/L1.00

02 TREE PRESERVATION PLAN

SCALE 1"=20'-0"

0 10 20 40

LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
1784 W. McDERMOTT DR.
SUITE 110
ALLEN, TEXAS 75013
(469) 369-4448
CHRIS@STUDIOGREENSPOT.COM

REGISTERED LANDSCAPE ARCHITECT
CHRIS TROMBLEY
2042
STATE OF TEXAS

10.27.2022

LAKESHORE RETAIL

ELDORADO PKWY.
LITTLE ELM, TEXAS

ISSUE:
FOR APPROVAL 07.28.2022
CITY COMMENTS 09.19.2022
CITY COMMENTS 10.27.2022

DATE:
10.27.2022

SHEET NAME:
TREE PRESERVATION PLAN

SHEET NUMBER:

L.1

SOJOURN
CASTLE HILLS

Whirlpool®
Appliance Package



36-inch Wide Side-by-Side Counter Depth Refrigerator with StoreRight™ Dual Cooling System—23 cu. ft.



1.7 cu. ft. Microwave Hood Combination with Electronic Controls



4.8 Cu. Ft. Freestanding Electric Range with FlexHeat™ Dual Radiant Element



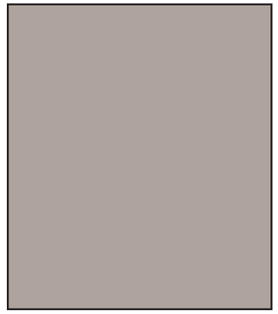
Heavy-Duty Dishwasher with 1-Hour Wash Cycle

Note: Subject to change based on availability

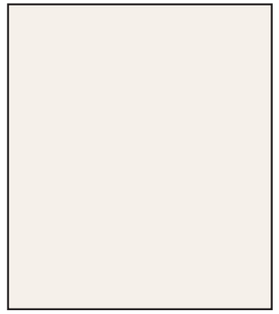
'LAKESHORE LOFT #1' - DARK MODERN CABINETS, INTRICATE COUNTER, WARM GRAYS

*FINISHES AND FIXTURES ARE SUBJECT TO CHANGE BASED ON AVAILABILITY

COLOR PALETTE



WALL
SHERWIN WILLIAMS
FUNCTIONAL GREY



TRIM
SHERWIN WILLIAMS
ALABASTER



ACCENT
SHERWIN WILLIAMS
URBANE BRONZE
*REFERENCE ONLY
NOT USED IN UNIT

FLOORING



LVT
NUCORE
LIGHT GRAY PLANK



CARPET
SHAW FLOORS
OUR HOME III - DOWNTOWN

LIGHTING FIXTURES



CEILING FAN
KITCHLER 330002NI
VASSAR 52" BRUSHED NICKEL



FIRE RATED RECESSED CAN FIXTURE
RP LIGHTING



ISLAND ACCENT LIGHTING
ELAN LIGHTING 84021-ZIN
9.75" HANGING GLOBE

LIGHTING FIXTURES



BATH/VANITY LIGHT
AFX LIGHTING-CHARLOTTE LED
VANITY 4.5"H x 3.375"W x 41.25"



MANHATTAN SLAB
SLATE



HARDWARE
#1600-96 CKP BRAND
LINEAR - BRUSHED NICKEL

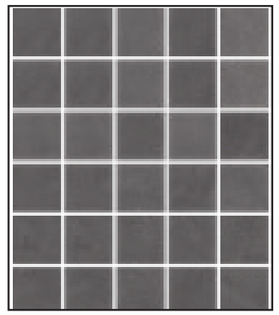
BATH



GRANITE COUNTERTOP
MSI STONE
LUNA PEARL



WALL TILE
FLORIDA TILE - EDGE
CARBON - BRICK LAY



SHOWER FLOOR TILE
FLORIDA - EDGE MOSAIC
CARBON



BATH FAUCET
MOEN GENTA
SINGLE-HANDLE



BATH SINK
KOHLER CAXTON
RECTANGLE UNDERMOUNT

BATH



FRAMED MIRROR
QUIOZEL LOCKPORT
24X36 BRUSHED NICKEL



HARDWARE
TOWEL RACK/RING
BRUSHED NICKEL

KITCHEN



MANHATTAN SLAB
SLATE



HARDWARE
#1600-96 CKP BRAND
LINEAR - BRUSHED NICKEL



GRANITE COUNTERTOP
MSI STONE
LUNA PEARL



BACKSPLASH
FLORIDA -PIECE OF MIND
BALANCE BEIGE - 11.75X11.75



KITCHEN FAUCET
KOHLER SIMPLCE
SINGLE-HANDLE - BRUSHED

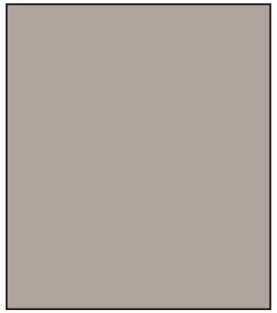


KITCHEN SINK
KOHLER VAULT
DUAL-MOUNT - STAINLESS

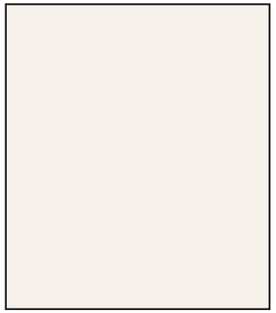
'LAKESHORE LOFT #2'- LIGHT MODERN CABINETS, LIGHT COUNTER, LIGHT/DARK CONTRASTS

*FINISHES AND FIXTURES ARE SUBJECT TO CHANGE BASED ON AVAILABILITY

COLOR PALETTE



WALL
SHERWIN WILLIAMS
FUNCTIONAL GREY



TRIM
SHERWIN WILLIAMS
ALABASTER



ACCENT
SHERWIN WILLIAMS
URBANE BRONZE
*REFERENCE ONLY
NOT USED IN UNIT

FLOORING



LVT
NUCORE
LIGHT GRAY PLANK



CARPET
SHAW FLOORS
OUR HOME III - DOWNTOWN

LIGHTING FIXTURES



CEILING FAN
KITCHLER 330002NI
VASSAR 52" BRUSHED NICKEL



FIRE RATED RECESSED CAN FIXTURE
RP LIGHTING



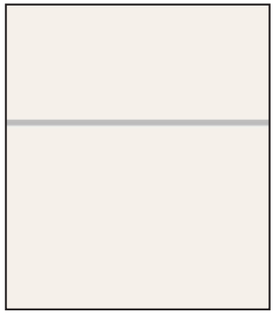
ISLAND ACCENT LIGHTING
KITCHLER 43853NI
10"W x 9.25" H BRUSHED NICKEL

LIGHTING FIXTURES



BATH/VANITY LIGHT
AFX LIGHTING-CHARLOTTE LED
VANITY 4.5"H x 3.375"W x 41.25"

BATH



MANHATTAN SLAB
MATTE WHITE



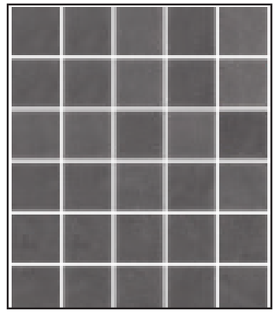
HARDWARE
#489-3 CKP BRAND
LINEAR - BLACK



GRANITE COUNTERTOP
REPUBLIC ELITE
WHITE ROSE



WALL TILE
FLORIDA - STREAMLINE
ARCTIC MATTE - BRICK LAY



SHOWER FLOOR TILE
FLORIDA - EDGE MOSAIC
CARBON



BATH FAUCET
DELTA TRINSIC
SINGLE-HANDLE



BATH SINK
KOHLER CAXTON
RECTANGLE UNDERMOUNT

BATH

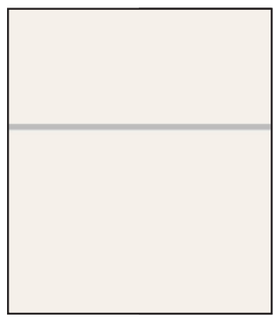


FRAMED MIRROR
QUIOZEL LOCKPORT
24X36 BRUSHED NICKEL



HARDWARE
TOWEL RACK/RING
BLACK

KITCHEN



MANHATTAN SLAB
MATTE WHITE



HARDWARE
#489-3 CKP BRAND
LINEAR - BLACK



GRANITE COUNTERTOP
REPUBLIC ELITE
WHITE ROSE



BACKSPLASH
FLORIDA -PEACE OF MIND
BALANCE BEIGE 11.75X11.75



KITCHEN FAUCET
KOHLER SIMPLCE
SINGLE-HANDLE - BRUSHED

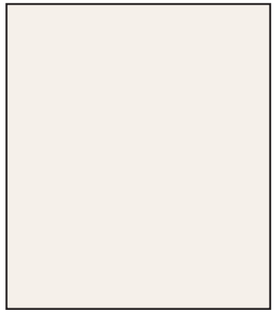


KITCHEN SINK
KOHLER VAULT
DUAL-MOUNT - STAINLESS

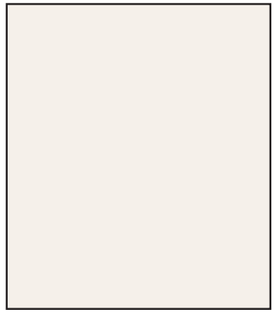
'LAKESHORE COTTAGE #1'- LIGHT CABINETS, LIGHT COUNTER, WHITE/BLACK CONTRASTS

***FINISHES AND FIXTURES ARE SUBJECT TO CHANGE BASED ON AVAILABILITY**

COLOR PALETTE



WALL
SHERWIN WILLIAMS
ALABASTER



TRIM
SHERWIN WILLIAMS
ALABASTER



ACCENT
SHERWIN WILLIAMS
INKWELL
*REFERENCE ONLY
NOT USED IN UNIT

FLOORING



LVT
NUCORE
COFFEE OAK PLANK



CARPET
SHAW FLOORS
OUR HOME III - SUNBLEACHED

LIGHTING FIXTURES



CEILING FAN
KITCHLER 330002WH
52" VASAR CEILING FAN
WHITE



FIRE RATED RECESSED CAN FIXTURE
RP LIGHTING



ISLAND ACCENT LIGHTING
ANP LIGHTING W516-BLC
BLACK SHADE 16" PENDANT

LIGHTING FIXTURES

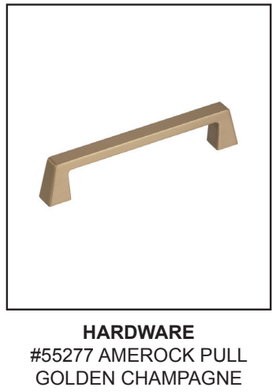


BATH/VANITY LIGHT
KITCHLER 45458OZ
14.75"W x 10" H BRONZE

BATH



SHAKER
MATTE WHITE



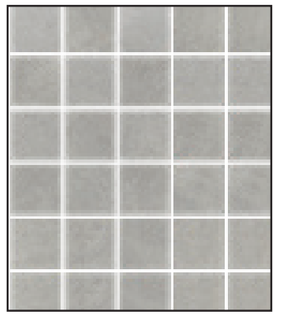
HARDWARE
#55277 AMEROCK PULL
GOLDEN CHAMPAGNE



GRANITE COUNTERTOP
REPUBLIC ELITE
WHITE ROSE



WALL TILE
FLORIDA - STREAMLINE
ARCTIC MATTE - BRICK LAY



SHOWER FLOOR TILE
FLORIDA - EDGE MOSAIC
SILVER

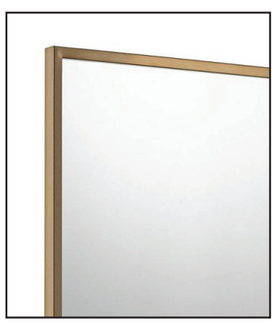


BATH FAUCET
DELTA TRINSIC
SINGLE HOLE - CHAMPAGNE



BATH SINK
KOHLER CAXTON
RECTANGLE UNDERMOUNT

BATH



FRAMED MIRROR
QUIOZEL LOCKPORT
24X36 ANTIQUE BRASS



HARDWARE
TOWEL RACK/RING
BLACK BRONZE

KITCHEN



SHAKER
MATTE WHITE



HARDWARE
#55277 AMEROCK PULL
BLACK BRONZE



GRANITE COUNTERTOP
REPUBLIC ELITE
WHITE ROSE



BACKSPLASH
FLORIDA - PRECIOUS HDP
CALACATTA - HERRINGBONE



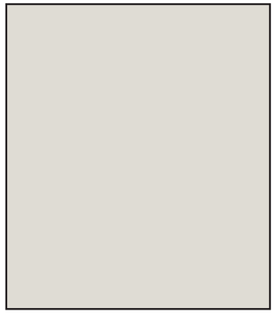
KITCHEN FAUCET
KOHLER SIMPLCE
SINGLE-HANDLE - BLACK



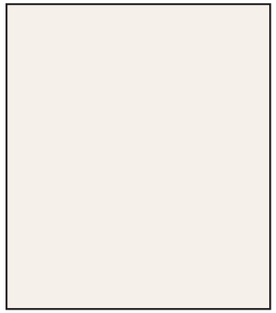
KITCHEN SINK
KOHLER VAULT
DUAL-MOUNT - STAINLESS

'LAKESHORE COTTAGE #2'- WARM GRAY CABINETS, LIGHT COUNTER, BLACK ACCENTS *FINISHES AND FIXTURES ARE SUBJECT TO CHANGE BASED ON AVAILABILITY

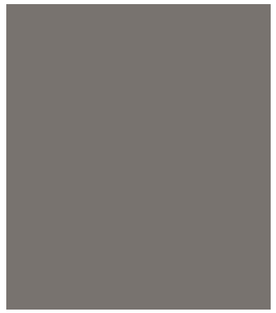
COLOR PALETTE



WALL
SHERWIN WILLIAMS
REPOSE GRAY



TRIM
SHERWIN WILLIAMS
ALABASTER



ACCENT
SHERWIN WILLIAMS
SW GAUNTLET GRAY
*REFERENCE ONLY
NOT USED IN UNIT

FLOORING



LVT
NUCORE
COFFEE OAK PLANK



CARPET
SHAW FLOORS
OUR HOME III - SUNBLEACHED

LIGHTING FIXTURES



CEILING FAN
KITCHLER 330002WH
52” VASAR CEILING FAN
WHITE



FIRE RATED RECESSED CAN FIXTURE
RP LIGHTING



ISLAND ACCENT LIGHTING
KITCHLER 44217CLP
INDUSTRIAL FRAMES PENDANT

LIGHTING FIXTURES



BATH/VANITY LIGHT
KICHLER 45973OZ
AVERY 24”W x 9.25” H BRONZE

BATH



SHAKER
SLATE



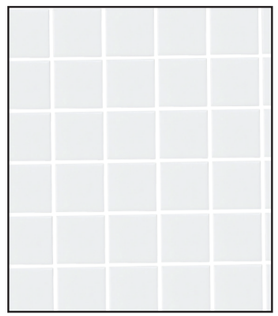
HARDWARE
#55277 AMEROCK PULL
BLACK BRONZE



GRANITE COUNTERTOP
REPUBLIC ELITE
WHITE ROSE



WALL TILE
ERGON TREND
GRAY-5X10



SHOWER FLOOR TILE
FLORIDA-MOSAIC ART
WHITE

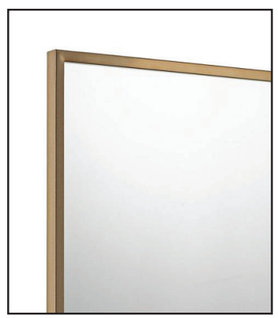


BATH FAUCET
DELTA TRINSIC
SINGLE HOLE - CHAMPAGNE



BATH SINK
KOHLER CAXTON
RECTANGLE UNDERMOUNT

BATH



FRAMED MIRROR
QUIOZEL LOCKPORT
24X36 ANTIQUE BRASS



HARDWARE
TOWEL RACK/RING
BLACK

KITCHEN



SHAKER
SLATE



HARDWARE
#55277 AMEROCK PULL
BLACK BRONZE



GRANITE COUNTERTOP
REPUBLIC ELITE
WHITE ROSE



BACKSPLASH
FLORIDA TILE
STREAMLINE DOVE GRAY-3X6



KITCHEN FAUCET
KOHLER SIMPLCE
SINGLE-HANDLE - BLACK



KITCHEN SINK
KOHLER VAULT
DUAL-MOUNT - STAINLESS


DEPAI


MADE IN USA


HUAWEI Mate 30 Pro 5G
SuperSensing Cine Camera | LEICA



WENZHOU JIQI AMUSEMENT EQUIPMENT CO.,LTD

Verification for Playground

To Whom May Concern

Hereby we would like 2 inform you that The playground (items 22LY066-190 and22SS005-158, pictures below) sold to lake shore plaza is commercial gade.



Dimentions:660*260*380cm

Materal: Hot-Galvanized tube+Import LLDPE



Dimentions: 840*300*500cm

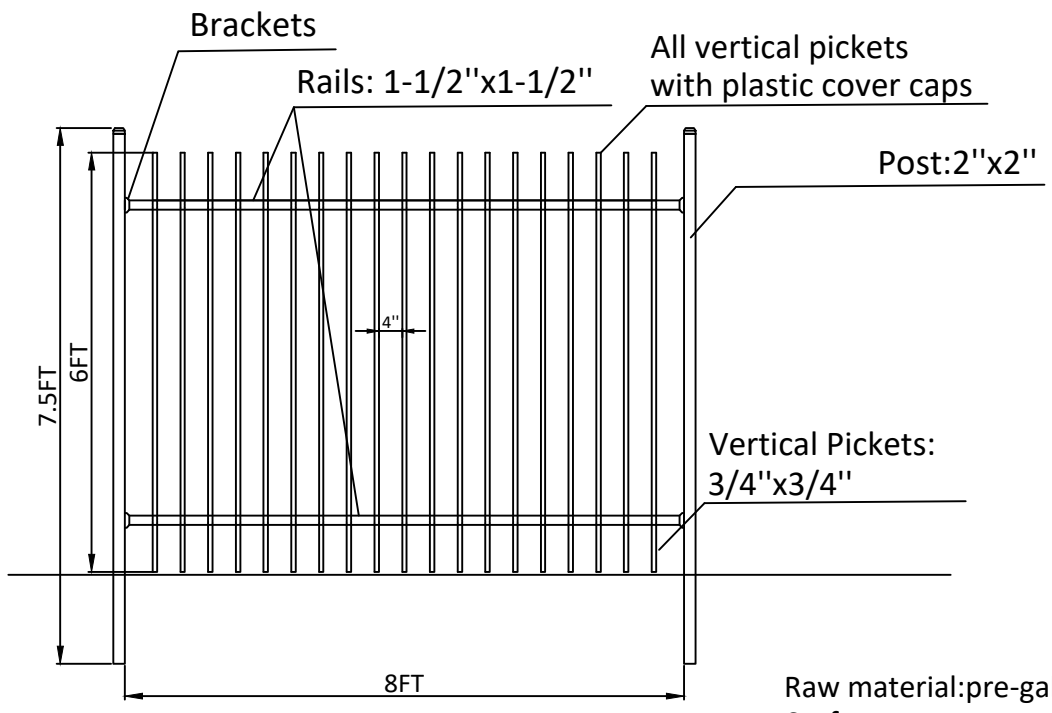
Materal: Hot-Galvanized tube+Import LLDPE

WENZHOU JIQI AMUSEMENT EQUIPMENT CO.,LTD

2022.10.31

温州吉奇游乐设备有限公司

WENZHOU JIQI AMUSEMENT EQUIPMENT CO.,LTD.



Raw material:pre-galvanized steel tube
Surface treatment:powder coated(black color)

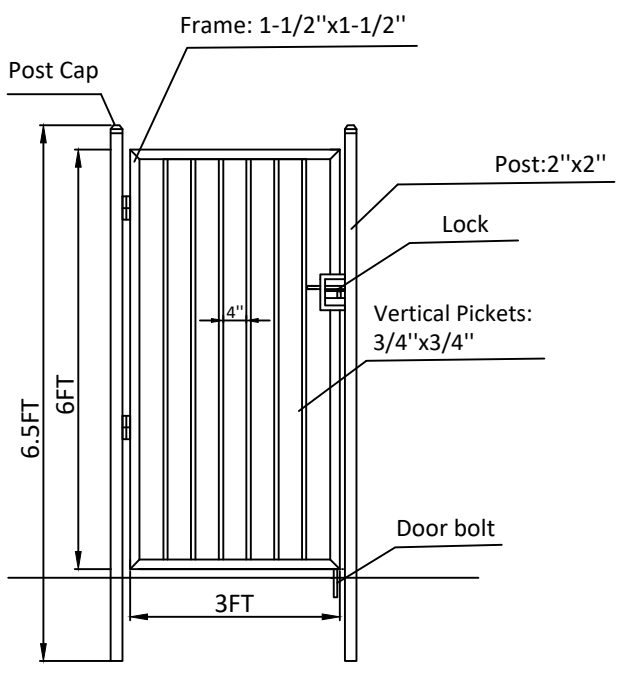
Fence Drawing

REV	Date	Changed	By	Material	Client	Matt Shekari
01	n/a	n/a		Mass		
02						
03						
04						
05						
06				Status	Drawn By	Jack
07				Status By	Checked By	Winter
				DIN A3 / SCALE 1:1	Date	20220822

Hongye Metal

Lakeshore Plaza
Shopping Dining Entertainment

THIS DRAWING AND THE RELATED INFORMATION IS AND REMAINS THE EXCLUSIVE PROPERTY OF HONGYE METAL WITHOUT THE PRIOR WRITTEN CONSENT OF HONGYE THIS DRAWING AND THE RELATED INFORMATION MAY NEITHER BE COPIED OR REPRODUCED, NOR COMMUNICATED IN ANY WAY TO A THIRD PARTY, NOR USED FOR MANUFACTURING OUTSIDE HONGYE EACH INFRINGEMENT OF THESE INTELLECTUAL PROPERTY RIGHTS OF HONGYE GIVE RISE TO LEGAL PROCEEDINGS

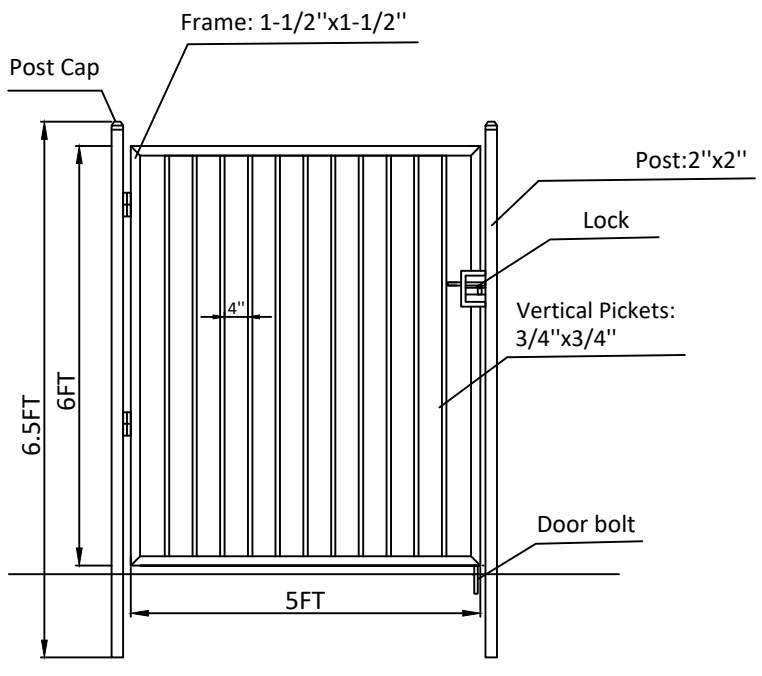


REV	Date	Changed	By	Material	Client	Matt Shekari
01	n/a	n/a		Mass		
02						
03						
04						
05						
06				Status	Drawn By	Jack
07				Status By	Checked By	Winter
				DIN A3 / SCALE 1:1	Date	20220822

Hongye Metal

Lakeshore Plaza
Shopping Dining Entertainment

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REV	Date	Changed	By	Material	Client	Matt Shekari
01	n/a	n/a		Mass		
02						
03						
04						
05						
06				Status	Drawn By	Jack
07				Status By	Checked By	Winter
				DIN A3 / SCALE 1:1	Date	20220822

Hongye Metal

Lakeshore Plaza
Shopping Dining Entertainment

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EXHIBIT C

Shared access and use agreements.

CONDOMINIUM DECLARATION
OF
LAKESHORE PLAZA CONDOMINIUMS

This Condominium Declaration is made and established to be effective as of _____ ___, 2022, by Declarant.

RECITALS:

A. Declarant is the fee simple owner of the Property.

B. Declarant desires to create a Condominium pursuant to the provisions of the Act.

C. Declarant intends hereby to establish a plan for the individual ownership of estates in real property consisting of Units and the appurtenant undivided interests in the Common Elements.

NOW, THEREFORE, Declarant does hereby submit the Property to the provisions of the Act and Condominium established hereby, and does hereby publish and declare that the following terms, provisions, covenants, conditions, easements, restrictions, reservations, uses, limitations and obligations are hereby established and shall be deemed to run with the Land and shall be a burden and benefit to Declarant, the Association, the Owners and their respective heirs, legal representatives, successors and assigns:

1. Definitions

1.1 Terms Defined. As used in this Declaration, the following terms shall have the meanings set forth below:

"Access Easement" means a perpetual, irrevocable and non-exclusive easement and right of access and entry on, over and across each Unit as may reasonably be necessary for: (i) the maintenance, repair or replacement of any of the Common Elements thereon or accessible therefrom; (ii) the making of emergency repairs therein necessary to prevent damage to the Common Elements or to any Unit; (iii) the evacuation of all or any part of the Property in the event of an emergency; and (iv) such other reasonable purposes as are deemed by the Association to be necessary for the performance of the obligations of the Association as described herein and in the Bylaws, and which is subject to the Access Easement and Shared Use Agreement.

"Access Easement and Shared Use Agreement" means the easement created under the Declaration of Access Easement and Shared Use Agreement.

"Declaration of Access Easement and Shared Use Agreement" means that certain Declaration of Access Easement and Shared Use Agreement recorded on _____ ___, 2022, under Instrument No. _____ of the Official Public Records of Denton County, Texas.

"Act" means the Uniform Condominium Act, Texas Property Code, Chapter 82, Section 82.001 et seq., as amended from time to time.

"Allocated Interests" means the undivided interests in the Common Elements and the Common Expenses allocated to each Unit, as reflected on Exhibit C.

"Assessments" means monthly Assessments and Special Assessments, together with dues, fees, charges, interest, late fees, fines, collection costs, attorneys' fees, and any other amount due to the Association by an Owner or levied against a Unit by the Association.

"Association" means Lake Shore Plaza Condominium Association, Inc., a Texas nonprofit corporation, to be organized under the Act and created for the purposes and possessing the rights, powers and authority set forth herein and in the Certificate.

"Board of Directors" means the board of directors of the Association named in the Certificate, and their successors as duly elected and qualified from time to time.

"Budget" means a budget prepared by the Association and delivered to all Owners that includes, among other things, the anticipated Common Expenses for the ensuing year and a statement setting forth each Owner's monthly share thereof.

"Building" means any structure located on the Land, including all elements thereof, but excluding those elements otherwise within the definition of a Unit.

"Bylaws" means the bylaws of the Association adopted by the Board of Directors as amended from time to time.

"Center Wall Measurement Method" means the method of measurement of a Unit using the following boundary designations: (a) vertical boundary lines between Units and between a Unit and a Common Element hallway are the centerline of the wall between such Units, or the centerline of the wall between such Unit and the Common Element hallway, respectively, thereby including within each Unit all studs, lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, and any other materials constituting any part of the wall assembly located on that Unit's side of the centerline; (b) vertical boundary between a Unit and the exterior wall of the building is the interior face of the exterior curtain wall glass, and the vertical boundary between a Unit and the concrete core is the greater of 6" of such core or such lesser amount if the core is less than 12" in which case the vertical boundary between a Unit and the concrete core is 1/2 of the width of such concrete core, thereby including within the Unit all studs, lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, and any other materials constituting any part of the finished surface of the wall or core; and (c) horizontal boundary lines of the Units are from the top of the unfinished surface of the floor to the bottom of the ceiling joist, including within the Unit all carpets, carpet pads, wood or tile flooring or subflooring on the floors and all lath, furring, wallboard, plasterboard, plaster, paint, and any other materials constituting any part of the ceiling (or false ceiling).

"Certificate" means the certificate of formation of the Association to be filed with the Secretary of State of Texas.

"Commercial Unit" means the Unit designated for commercial purposes, as more particularly described in Subsection 2.2 (a) of this Declaration, and as shown on the Map.

"Common Elements" means all portions of the Condominium, including both the General Common Elements and the Limited Common Elements, but excluding the Units.

"Common Elements Easement" means a perpetual, irrevocable and non-exclusive easement over the General Common Elements for ingress to and egress from each Unit together

with the non-exclusive right to access, use and enjoy the Limited Common Elements appurtenant to such Owner's Unit (subject to the rights of other Owners to use and enjoy such Limited Common Elements if appurtenant to more than one Unit).

"Common Expenses" means all costs and expenses, including Working Capital Contributions, reserves, or financial liabilities of the Association that are incurred pursuant to the provisions of the Declaration, the Bylaws or a resolution duly adopted by the Board of Directors or the Owners.

"Condominium" means the form of real property established by this Declaration with respect to the Property, in which portions of the Property are designated for individual ownership or occupancy and the remainder of the Property is designated for common ownership or occupancy solely by the owners of such remainder, and containing a maximum of twenty-six Units, being the one Commercial Unit and twenty-five Residential Units.

"Condominium Information Statement" means the condominium information statement prepared by Declarant in accordance with the provisions of the Act.

"County" means Denton County, Texas.

"Declarant" means Lake Shore Plaza, LLC, a Texas limited liability company, whose address for notice is 3899 Adams Lane, Frisco, Texas 75034, and any assignee of Declarant evidenced by a written instrument filed for record in the Official Public Records of the County, assigning the rights, powers, privileges and prerogatives of Declarant hereunder.

"Declarant Control" means the period commencing on the date of the Declaration and continuing until the date that is 120 days after the date that deeds to not less than 75% of the combined square footage of the Units that may be created have been recorded in the Official Public Records of the County.

"Declaration" means this Condominium Declaration for Lakeshore Plaza Condominiums and all recorded amendments thereto, which shall be recorded in the Official Public Records of the County.

"Development Rights" means a right or combination of rights to: (i) add real property to the Condominium; (ii) create Units, General Common Elements or Limited Common Elements within the Condominium; (iii) subdivide Units, combine Units, or convert Units into Common Elements; or (iv) withdraw real property from the Condominium. The Development Rights so reserved may be exercised by Declarant to the extent and only if permitted by the Act and at all times while Declarant owns any Unit or other real property interest in the Condominium, or for such lesser time as may be permitted by the Act.

"Easements" collectively, the Access Easement, the Common Elements Easement, the Parking Easement, the Support Easement, the Utility Easement, and the Vertical Access Easement and those easements described in Section 3 of this Declaration, which are subject to the Access Easement and Shared Use Agreement.

"Exceptions to Title" means the Governing Documents, and any and all matters encumbering or affecting title to the Condominium and/or the Land that are recorded in the Official Public Records of the County, but only to the extent same remain in full force and effect.

"General Common Elements" means all portions of the Common Elements that are not Limited Common Elements, including those more particularly described in Subsection 2.2(f) of this Declaration.

"Governing Documents" means this Declaration, the Certificate, the Bylaws, and the Regulations.

"Governmental Impositions" means all real estate and personal property taxes, charges, assessments, standby fees, excises and levies, and any interest, costs or penalties with respect thereto, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, which at any time prior to or after the execution hereof, may be assessed, levied or imposed upon the Condominium or any Unit by any governmental agency or quasi-governmental agency.

"Individual Assessments" means the assessments levied by the Board of Directors against one of more but less than all Owners pursuant to Subsection 6.3 of this Declaration.

"Insurance Proceeds" means any and all proceeds that any Owner or the Association is entitled to receive from an insurance company as a result of a casualty or loss in connection with any Unit or the Common Elements, respectively.

"Improvements" means the Building, pavement, fencing, landscaping, recreational facilities, plumbing, electrical and telephone lines and computer cables and man-made objects of every type, existing or in the future placed on the Land including all cable television, telephone, cellular telephone, internet and other utility or communication installations or equipment.

"Land" means that certain real property located in the County and more particularly described in Exhibit A attached to this Declaration, together with all and singular the rights and appurtenances pertaining thereto.

"Legal Requirements" means any and all present and future judicial, statutes, rulings, rules, regulations, permits, certificates or ordinances of any federal, state or municipal authority in any way applicable to any Owner, any Unit or the Property, including all applicable restrictive covenants, zoning ordinances, subdivision and building codes, flood disaster laws and applicable architectural barrier, health and environmental laws and regulations.

"Lien Indebtedness" means any bona fide indebtedness, which is the result of an arm's length negotiation, that is secured by a lien or encumbrance upon a Unit or any part thereof incurred by Declarant or any Owner, including any indebtedness extended in connection with the purchase, development, finish-out, construction, remodeling or rehabilitation of any Unit.

"Limited Common Elements" means those portions of the Common Elements that are allocated by this Declaration and the Map for the exclusive use of any Unit, as more particularly described in Subsections 2.2(b), (c), (d), and (e) of this Declaration.

"Maintenance Standard" means maintenance in good repair and in an attractive and clean condition, including the operation, upkeep, repair and restoration necessary to maintain the Condominium or Units, as applicable, in a condition reasonably suitable for its intended purpose.

"Manager" means any experienced and professional manager or management company with whom the Association contracts for the day-to-day management of the Property and/or the administration of the Association and the Condominium.

"Map" means the plats and plans described and/or depicted on Exhibit B, attached hereto and made a part hereof.

"Monthly Assessment" means the monthly assessment established pursuant to Subsection 6.1 of this Declaration by the Board of Directors to pay Common Expenses when due.

"Mortgagee" means any Person, which is the holder or insurer of Lien Indebtedness, and which has provided the Association with written notice of its name, address and description of the Owner's Unit upon which it holds the Lien Indebtedness. Any required percentage of Mortgagees in this Declaration shall mean and refer to such percentage of the total of all outstanding Lien Indebtedness held by such Mortgagees and not the number of such Mortgagees.

"Owner" means any Person (including Declarant) owning fee title to a Unit, but does not include any Person having an interest in a Unit solely as security or an obligation.

"Paint to Paint Measurement Method" means the method of measurement of a Unit whereby the vertical boundary lines are measured from the interior painted surfaces of the walls that encompass the Unit's interior living space and the horizontal boundary lines of the Units are measured from the interior painted surface of the ceiling to the interior concrete surface of the floor and consist solely of the volumetric air space between the walls, ceiling and floor.

"Parking Area" means the parking area of the Condominium as shown on the Map (exclusive of the Parking Spaces within the Limited Common Elements of the Residential Units) used for the parking of automobiles by the Owners, Tenants and other occupants.

"Parking Easement" means a perpetual, irrevocable and non-exclusive easement covering the Parking Area, as shown on the Map, for the purposes of maintenance, repair and security of and relating to such area.

"Parking Space" means a physical portion of the Condominium used exclusively for parking of automobiles by an Owner and which is a Limited Common Element appurtenant to a Unit (collectively, the "Parking Spaces").

"Past Due Rate" means the maximum lawful rate of interest under Texas law or, if there is not a maximum lawful rate, the rate of 18% per annum.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Property" means the Land and the Improvements.

"Regulations" means the rules and regulations of the Association adopted by the Board of Directors and relating to the appearance, use and occupancy of the Property, including exterior appearance, use and occupancy of the Units and Common Elements, as amended from time to time.

"Rents" means any and all rental or other income received by any Owner in connection with the leasing of its Unit.

"Residential Units" means the twenty-five Units designated for residential purposes (each being a "Residential Unit"), as more particularly described in Subsection 2.2 (c) of this Declaration, and as shown on the Map.

"Special Assessments" means assessments established by the Board of Directors under the provisions of Subsection 6.2 and Section 7 of this Declaration from time to time.

"Special Declarant Rights" means rights reserved for the benefit of Declarant to: (i) complete Improvements shown on the Map; (ii) exercise any Development Right; (iii) make the Condominium a part of a larger condominium of planned community; (iv) maintain signs advertising the Units of the Condominium; (v) use Easements through any Common Elements for the purpose of making improvements within the Condominium or the Property; (vi) appoint or remove any officer or board member of the Association during any period of Declarant Control; or (vii) exercise the rights and powers enumerated in Subsection 3.3.

"Structure" means all foundations, footings, columns, flat slabs, sheer walls, girders, support beams, post tension cables or rods, including any and all other structural members that support, uphold or are a part of the Building, as shown on the Map. A structure shall be deemed a single Structure hereunder, even though divided into separate Units.

"Support Easement" means a perpetual, irrevocable and non-exclusive easement for support of all foundations, footing, columns, girders, support beams and any and all other structural members that support, uphold or are a part of any Building.

"Systems" means all fixtures, equipment, pipes, lines, wires, computer cables, conduits, circuits, junction boxes, hangers, pull boxes, terminal points, electronic devices, air compressors, air handlers, chillers and other systems used in the production, heating, cooling, and/or transmission of air, water, gas, electricity, communications, wastewater, sewage, and audio and video signals.

"Taking" means the taking or threat of taking of all or a portion of the Property for any public or quasi-public use, by eminent domain proceedings or otherwise, by a governmental agency or quasi-governmental agency or by an action in the nature of eminent domain (whether permanent or temporary) or the sale or other transfer of the Property in lieu thereof.

"Tenant" means any Person having the right to occupy a Unit or a portion of a Unit pursuant to a lease granted by an Owner.

"Unit" means a physical portion of the Condominium that is designated for separate ownership or occupancy (the boundaries of which are depicted on the Map) with the unrestricted right of ingress thereto and egress therefrom, and which includes: (i) all Systems that exclusively serve such Unit though such Systems may exist outside the boundaries of such Unit, (ii) the finish materials, fixtures and appliances contained in the Unit, but excludes (x) any of the structural components of the Building in which such Unit is located and (y) Systems that serve more than one Unit, all as subject to and further described in Section 82.052 of the Act, and (iii) an undivided interest, appurtenant to the Unit, in and to the Common Elements, and (iv) the Parking Space that is part of each the Residential Unit.

"Utility Easement" means a perpetual and irrevocable easement for supplying utility service to any part of the Condominium.

"Vertical Access Easement" means a perpetual and irrevocable easement for access to the Condominium through the stairways located within the Building to use and enjoy the stairways.

"Working Capital Contribution" means an amount equal to one-half percent (0.5%) of the purchase price paid by an Owner in purchasing a Unit is to be contributed by each Owner (other than Declarant) into a fund maintained by the Association as provided in Subsection 9.3 of this Declaration.

1.2 Number and Gender. Whenever the context requires, references in this Declaration to the singular number shall include the plural, and, likewise, the plural number shall include the singular, and words denoting gender shall include the masculine, feminine, and neuter.

2. General Provisions

2.1 Creation of Units; Map.

(a) Units. The Property is hereby divided into fee simple estates composed of separately designated Units, and such Units' undivided interest in and to the Common Elements. Each Unit, together with such Unit's undivided interest in the Common Elements, is for all purposes a separate parcel of and estate in real property. The separate parcels of and estates in real property designated hereby shall be created on the date of filing of this Declaration in the Official Public Records of the County, and shall continue until this Declaration is revoked or terminated in the manner herein provided.

(b) Map. The Map sets forth, inter alia, the following: (1) a general description and diagrammatic plan of the Condominium; (2) the location and dimension of all real property subject to Declarant's Development Rights; (3) all Improvements, including each Unit showing its Building location, floor, and number, and, by identifying Unit number as applicable, the Limited Common Elements appurtenant thereto; and (4) such other information as is desirable or required pursuant to Section 82.054 of the Act, including a certification as to compliance with Section 82.059 of the Act. The dimensions set forth on the Map as to each Unit were measured using vertical boundary lines described in the Paint to Paint Measurement Method. DECLARANT SHALL NOT BE LIABLE TO ANY OWNER AS A RESULT OF ANY DISCREPANCIES IN ACTUAL UNIT MEASUREMENT FROM THOSE SET FORTH ON THE MAP, AND EACH OWNER, BY ACCEPTING A DEED TO A UNIT, WAIVES ANY SUCH CLAIM OR CAUSE OF ACTION AGAINST DECLARANT.

2.2 Description of Units. Subject to the reservations and Easements created by Declarant in this Declaration, the Units shall include the following:

(a) Commercial Unit. The Commercial Unit consists of Unit 101 located on level 1 of the Building located on the Land as shown on the Map.

(b) Commercial Unit Limited Common Elements. The Limited Common Elements appurtenant to the Commercial Unit shall include the following:

(1) Exclusive Use Areas: all entrances, walls, floors, ceilings, hallways, and windows of the Building and Improvements that serve the Commercial Unit exclusively.

(2) Systems: all Systems serving the Commercial Unit exclusively.

(c) Residential Units. The Residential Units are comprised of Units 201, 202, 203, 204, 205, 207, and 208 located on level 2 of the Building, Units 301, 302, 303, 304, 305, 307, and 308 located on level 3 of the Building, Units 401, 402, 403, 404, 405, 407, and 408 located on level 4 of the Building, and Units 501, 503, 504, and 505 located on level 5 of the Building, as shown on the Map.

(d) Residential Units Limited Common Elements.

(1) The Limited Common Elements appurtenant to Units 201, 202, 203, 204, 205, 207, and 208, shall include all hallways that serve Units 201, 202, 203, 204, 205, 207, and 208.

(2) The Limited Common Elements appurtenant to Units 301, 302, 303, 304, 305, 307, and 308, shall include all hallways that serve Units 301, 302, 303, 304, 305, 307, and 308.

(3) The Limited Common Elements appurtenant to Units 401, 402, 403, 404, 405, 407, and 408, shall include all hallways that serve Units 401, 402, 403, 404, 405, 407, and 408.

(4) The Limited Common Elements appurtenant to Units 501, 503, 504, and 505, shall include all hallways that serve Units 501, 503, 504, and 505.

(5) Systems: all Systems serving the Residential Units exclusively.

(e) Individual Unit Limited Common Elements. The Limited Common Elements appurtenant to each Unit shall include the following:

(1) Exclusive Use Areas: all entrances, walls, floors, ceilings, hallways, balconies and windows that serve each Unit exclusively;

(2) Systems: all Systems serving each Unit exclusively; and

(3) Parking Space: Parking Space numbers that are reserved for each Unit as shown on the Map.

(f) General Common Elements. The General Common Elements shall include the Land, Structure, outdoor play area, outdoor amenity areas, walkways and trails, lobby, gym, the roof, including any rooftop amenity area, the sidewalks, landscaping, driveways, the Parking Area (exclusive of the Parking Spaces within the Limited Common Elements of the Residential Units). and all other walls, floors, ceilings, hallways and Systems that serve all Units, to the extent any such items are not otherwise designated as a Limited Common Element for any Unit or part of any Unit.

(g) Declarant's Intention. The detailed descriptions of the Units, the Limited Common Elements, and the General Common Elements provided in this Subsection 2.2 represent the general intention of Declarant. However, in the event of a discrepancy between the above descriptions and the Map, the Map shall control.

2.3 Alteration of Boundaries of Units. If one or more Owner(s) (including Declarant) own Units which adjoin horizontally (on the same floor), such Owner(s) shall have the right to relocate the boundaries

between such adjoining Units by removing and relocating all of any part of any intervening partition notwithstanding the fact that such partition may in whole or in part be a Common Element, so long as no portion of any bearing wall of bearing column is weakened or removed and no portion of any Common Element (other than the partition) is damaged, destroyed of endangered; provided, however, that the Owner(s) shall have the right to relocate certain Common Elements which are located within the said partition (such as pipes, flues, conduits, shafts, vents, ducts, wiring and the like) so long as such relocation is performed in a good and workmanlike manner by a capable and experienced workman and such Common Elements are fully operational upon the completion of such relocations. Notwithstanding the above, prior to the commencement of any such alterations, such Owner(s) shall submit to the Board of Directors for its approval full and complete plans and specifications relating to such alterations. The Board of Directors may request such additional information as it deems necessary to evaluate the alteration request. Within a reasonable period of time following its receipt of the plans and specifications and all such other requested information, the Board of Directors shall provide to the Owner(s) written acknowledgment of the Board of Director's receipt of the alteration request and the Board of Directors shall be deemed to have disapproved such plans and specifications if it fails to approve of such plans and specifications in writing within 15 business days after the Owner's receipt of the Board of Director's written acknowledgment of the receipt of request for alterations. If approved, the Association shall cause an appropriate instrument of amendment to this Declaration to be prepared, executed and recorded in the Official Public Records of the County. The instrument of amendment shall (i) contain such plats and floor plans as are necessary to show the boundaries between the Units involved, which shall be certified as to their accuracy by a registered architect or engineer, (ii) recite the occurrence of any conveyance between the Owners of the Units affected, (iii) specify any reasonable reallocation of the aggregate percentage ownership interest in the Common Elements pertaining to the Units affected, and (iv) specify any reallocation of Parking Spaces appurtenant to either of the Units affected. The Association hereby agrees to cooperate reasonably with such Owner(s) in effectuating such amendment to this Declaration, provided that all costs and expenses incurred by the Association in connection therewith including all professional fees such as architects', engineers' and attorneys' fees shall be paid exclusively by such Owner(s). In the event any damage is caused to any bearing wall, Common Element (other than the partition), or another Unit as a result of the exercise of the rights granted hereunder, all such damage shall be repaired at the sole cost and expense of the Owner(s) exercising such rights. The Board of Directors review and approval rights specified in this Subsection shall not be applicable to Declarant during the period of Declarant Control.

2.4 Allocation of Interests in Common Elements. The undivided interest of the Owners in and to the Common Elements shall be allocated based on the percentages set forth in the definition of "Allocated Interests" in Subsection 1.1, and was determined by dividing the area of each Unit measured in square feet using the vertical boundary lines described in the Center Wall Measurement Method by the total area of all Units measured in square feet using the vertical boundary lines as described in the Center Wall Measurement Method and shall be the Allocated Interests shown opposite the Unit numbers in Exhibit C. The Common Elements shall remain undivided.

2.5 Inseparability of Units; No Partition. Each Unit shall be inseparable, and shall be acquired, owned, conveyed, transferred, and encumbered only as an entirety. In no event shall a Unit held by more than one Owner be subject to physical partition and no Owner or Owners shall bring or be entitled to maintain an action for the partition or division of a Unit or the Common Elements. Any purported conveyance, judicial sale, or other voluntary or involuntary transfer of an undivided interest in the Common Elements without the Unit to which such Common Elements are allocated is void ab initio.

2.6 Permissible Relationships; Description.

(a) Ownership of Unit. A Unit may be acquired and held by more than one Person in any form of ownership recognized by the laws of the State of Texas.

(b) Description of Unit. Any contract or other instrument relating to the acquisition, ownership, conveyance, transfer, lease or encumbrance of a Unit shall legally describe such Unit by its identifying Unit designation followed by the words "Lakeshore Plaza Condominiums, located in the City of Little Elm, Denton County, Texas" with further reference to the recording data for this Declaration (including the Map and any amendments to the Declaration). Each such description shall be good and sufficient for all purposes to acquire, own, convey, transfer, lease, encumber or otherwise deal with such Unit, and any such description shall be construed to include all incidents of ownership relating to a Unit.

2.7 Mortgage of a Unit. Any Owner shall be entitled from time to time to mortgage or encumber such Owner's Unit by creating a lien covering such Unit under the provisions of a deed of trust, but any lien created thereby shall be subject to the terms and provisions of this Declaration, and any mortgagee or other lienholder that acquires the Owner's Unit through judicial foreclosure, public sale or any other means shall be subject to the terms and provisions of this Declaration, except as specifically provided to the contrary herein.

3. Uses, Reservations, and Restrictions

3.1 Permitted Uses.

(a) Residential Units. The Residential Units shall be used or occupied solely for residential purposes and related uses; provided, however, that this restriction will not prohibit a Tenant or a Residential Unit Owner, from using such Tenant's apartment or such Residential Unit Owner's Unit for personal business or professional purposes so long as such use is in compliance with this Declaration, the Regulations, and all Legal Requirements.

(b) Commercial Unit. The Commercial Unit shall be used or occupied solely for general office use, bar and restaurant use, and for the sale of retail goods and services that shall be compatible with the operation of the Condominium as a high quality, multi-purpose commercial and residential project. Without limiting the foregoing, the following uses shall be prohibited in the Commercial Unit: (1) residential use; (2) dry cleaning plant; (3) intentionally deleted; (4) flea market, swap shop, second hand or "outlet store" selling merchandise that is used, damaged or discontinued (except vintage or upscale re-sale and the sale or swapping of second hand albums, which is expressly permitted); (5) sidewalk markets (except for special events); (6) meeting hall or place of worship; (7) pawn shop; (8) check cashing service; (9) intentionally omitted; (10) massage parlor (except for a in connection with the operation of a spa or a Massage Envy or similar establishment, which is not prohibited), pornographic materials store or the showing of hardcore pornographic films; (11) beauty or barber college; (11) health club (personal training studios permitted); (12) place of instruction or any operation catering primarily to students or trainees rather than to customers; (13) funeral parlor; (14) facility for the sale of paraphernalia for use with illicit drugs; (15) off-track betting parlor; (16) any use that emits an obnoxious odor that can be smelled outside of the Commercial Unit (normal smells associated with restaurant use are specifically allowed); (17) pet kennel; (18) any animal medical services establishment; or (19) any uses that are prohibited by any Legal Requirements.

(c) Leasing of Units. Units may be leased in accordance with the Regulations, as may be amended by the Board of Directors from time to time. No portion of the Commercial Unit shall be leased for residential purposes, and no portion of the Residential Units shall be leased for commercial purposes. No Residential Unit Owner may lease less than an entire Residential Unit. A copy of each lease shall be submitted to the Association promptly following execution (provided that the financial terms of a lease may be redacted from the copy submitted to the Association).

(d) Parking Spaces shall be used exclusively for parking purposes. The Parking Spaces designated on the Map as Limited Common Elements shall be designated as being appurtenant to a particular Residential Unit in each deed conveying a Residential Unit to an Owner and such Residential Unit Owner shall have the exclusive right to use such designated Parking Space.

(e) The Parking Area use by Owners, Tenants and other occupants of a Residential Unit shall be limited to one space per Residential Unit between the hours of 11:00 a.m. and 8 p.m.

(f) Smoking inside the Building is prohibited, including inside any Unit or indoor Common Element.

3.2 Architectural Control. Each Unit shall also be subject to limitations on use, occupancy, signage, architectural standards and such other matters as shall be determined by the Board of Directors and as set forth in the Regulations, which shall at all times be consistent and in compliance with applicable zoning and Legal Requirements.

3.3 Reservations by Declarant. To the extent and only if permitted by the Act, and at all times while Declarant owns any Unit or any other real property interest in the Condominium or for such lesser time as may be permitted by the Act, Declarant reserves, as a part of the Special Declarant Rights, the following rights: (i) to make and record corrections to the Map to conform the same to the actual location of the Improvements, the actual size and location of the Units and/or the proper designation of the elements of the Improvements as Units, General Common Elements or Limited Common Elements, including, without limitation, the right to record changes to the Map appropriate to reflect the exercise by Declarant of any Development Right; (ii) to establish, vacate, relocate and use the Easements as set forth in this Declaration; provided, however, that no modification of any Easement shall have the effect of altering or destroying a Unit or a Limited Common Element unless consented to by the Owner of such Unit or by the Owner to whose Unit such Limited Common Element is appurtenant, as well as by the Mortgagee of any such Unit; (iii) to include, in any instrument initially conveying a Unit, such additional reservations, exceptions and exclusions as it may deem consistent with and in the best interests of the Owners and the Association; (iv) to have and use an easement over, under and across any and all of the Common Elements to the extent that same may be necessary or useful in constructing, repairing or completing the Units and Common Elements or as may be reasonably necessary for the exercise of any Special Declarant Rights or the performance of any obligations of the Declarant; (v) to assign, sell or lease any Parking Spaces upon such terms as Declarant shall determine; and (vi) to exercise any Development Rights. Notwithstanding anything herein to the contrary, Declarant reserves and retains the right to unilaterally amend this Declaration and any exhibit in connection with the exercise of any of the foregoing Development Rights to the extent permitted by the Act.

3.4 Compliance with the Governing Documents. The Owners, by accepting or possessing title to a Unit and any Tenant having the right to occupy any portion of a Unit pursuant to a lease granted by any Owner, shall automatically be deemed to have agreed to strictly comply with the provisions of the Governing Documents and all Legal Requirements. A failure or refusal to so comply with the provisions of any such instrument, after written notice, shall be grounds for imposition of fines by the Association after due process and an action to recover damages or sums due, with interest thereon at the Past Due Rate, or for injunctive relief, or both, and for reimbursement of all attorneys' fees incurred in connection therewith, which action shall be maintainable by the Board of Directors or the Manager, if any, in the name of the Association on behalf of all of the owners or, in a proper case, by an aggrieved Owner. In addition, an Owner's voting rights in the Association and Owner's or Owner's lessee's right to use and enjoy the General Common Elements or receive services may by written notice be suspended by the Association during the period of such noncompliance.

3.5 Parking. The Parking Area shall be subject to the reasonable procedures and regulations adopted for the same from time to time by the Association. The Parking Area (exclusive of the Parking Spaces within the Limited Common Elements of the Residential Units) shall be used for automobile parking purposes and those uses appurtenant to parking purposes by the Owners and their respective Tenants, guests, invitees and employees.

3.6 Easements.

(a) Declarant hereby reserves the Parking Easement, Access Easement and Utility Easement for the benefit of all Units, Owners, the Association and its agents, employees and representatives, including the Manager and the Manager's agents and employees as the case may be, and reserves the Support Easement and Vertical Access Easement for the benefit of the Association and each Unit and Owner. Each Owner shall by virtue of this Declaration, accept the deed to such Unit subject to the Parking Easement, Access Easement and the Utility Easement and further subject to the Support Easement and Vertical Access Easement as may be applicable. Declarant hereby reserves for the benefit of each Owner, the Common Elements Easement and declares that by virtue of this Declaration the Common Elements shall be subject to the Common Elements Easement. Each Owner shall provide the Association with a key to its Unit which may be used in such Owner's absence for Access Easement purposes. Declarant may, in addition to the rights to relocate set forth in this Subsection 3.6, record an easement agreement or easement relocation agreement in the Official Public Records of the County, specifically locating or relocating the Utility Easement subsequent to the recordation of this Declaration, and the Owner of each Unit, by acceptance of the deed to a Unit, hereby grants Declarant during the period of Declarant Control and to the Association thereafter an irrevocable power of attorney, coupled with an interest, with full power and authority to relocate the Utility Easement. The Easements granted herein are subject to the Access Easement and Shared Use Agreement.

(b) Declarant hereby reserves for both the Declarant, prior to the termination of Declarant Control, and the Association, after the termination of Declarant Control, the right to grant easements for purpose of utilities over any and all of the Common Elements.

(c) The Association may dispense chemicals for the extermination of insects and pests within the Units and Common Elements. In the event that the Association chooses to provide such pest control, the Association and its duly authorized contractors, representatives and agents shall have an easement to enter Units for the purpose of dispensing chemicals for the exterminating of insects and pests within the Units and Common Elements. Neither the Association nor the Declarant shall be liable for any illness, damage, or injury caused by the dispensing of these chemicals for this purpose.

3.7 Encroachments. If, as a result of the original construction, reconstruction, repair, shifting, settlement or other circumstance, any portion of the Common Elements encroaches upon any Unit, an irrevocable and perpetual easement for such encroachment and for the maintenance of the same is hereby granted and conveyed to the Association by the Declarant. If, as a result of the original construction, reconstruction, repair, shifting, settlement or other circumstance, any portion of any Unit encroaches upon the Common Elements, or upon the other Unit, an irrevocable and perpetual easement for such encroachment and for the maintenance of the same is hereby granted to the Owner of the encroaching Unit. Such encroachments and easements shall not be considered or determined to be encumbrances either upon a Unit or upon the Common Elements.

3.8 Roof. The roof, including any amenity areas thereon, of the Building is a General Common Element of the Condominium. No Owner shall lease or license any portion of the roof for the purpose of installing any equipment that does not serve primarily the Building (for example, leases to cellular phone service providers are prohibited). No Owner shall have the right to use any portion of the roof (for example,

to install a satellite dish) unless such use is approved in writing by the Declarant or the Association in advance.

3.9 Signage Obligations. No Owner of a Residential Unit may install signs on the Building. The Commercial Unit Owner may install signage on the Building pursuant to the Regulations or pursuant to any other agreement between the Commercial Unit Owner and the Association. The Commercial Unit Owner shall, at its expense, be responsible for (i) obtaining and maintaining all necessary permits and approvals required, both under applicable Legal Requirements and otherwise, with respect to the erection and maintenance of the signs, (ii) keeping and maintaining the sign in good condition and repair, and (iii) keeping all lighting and other equipment in connection with such signage in good working order and condition. The Association may, as a Common Expense, temporarily remove signage, fixtures and/or improvements, as necessary, to maintain, repair, or replace the outside walls or may require the Commercial Owner to do so, with the cost to be paid by the Owners as a Common Expense. The Commercial Unit Owner shall be responsible for the cost of repairing Common Elements or Units if such repairs are necessitated by use or misuse of its rights to signage specified herein or in any other agreement between them. The Association does not insure fixtures or improvements installed pursuant to such rights to signage and is not liable to any Person for any loss or damage from any cause to the signage, fixtures or improvements installed.

4. Matters Regarding the Association.

4.1 General. The Association will be incorporated as a nonprofit corporation under the Texas Nonprofit Corporation Act. In addition to the powers conferred on the Association under the Governing Documents, the Association may take all actions authorized by Section 82.102 of the Act. Any and all actions taken by the Association pursuant to the Governing Documents are binding on all Owners.

4.2 Allocation of Votes in the Association. All Owners shall automatically be members of the Association and entitled to vote, as follows: The Owner (whether one or more) of each Residential Unit shall be entitled to cast one vote, and the Owner (whether one or more) of the Commercial Unit shall be entitled to cast three votes. Any matter described as requiring approval by a stated percentage or majority of Owners shall mean a stated percentage or a majority of the vote of the Owners. In the event of a tie, the Board of Directors shall have the authority to cast the deciding vote.

4.3 Board of Directors. The Board of Directors shall be initially established by Declarant as set forth in the Bylaws and shall consist of individuals who need not be Owners. Each member of the Board of Directors shall be entitled to one vote each and each vote shall be of equal weight and shall be cast in accordance with the provisions of the Bylaws and the Certificate of the Association.

4.4 Right of Action by Owners. Owners, acting collectively or individually, shall have the right to maintain actions against the Association or any other Owner for its failure to comply with the provisions hereof or to perform its duties and responsibilities hereunder.

5. Maintenance, Alterations, Insurance, Taxes, and Utilities.

5.1 Maintenance.

(a) Each Owner shall be responsible for and shall maintain and repair, at the Owner's sole cost and expense in accordance with the Maintenance Standard, such Owner's Unit including, and without limitation, all Systems that serve only or are a part of the Unit, fixtures and appliances therein contained, and all interior Unit doors and interior windows (but no exterior doors or windows which shall be

maintained and replaced by the Association) and the replacement thereof (including but not limited to hardware and glass). The Association shall be responsible for all structural repairs and repair and maintenance of the Parking Area. No Owner shall be required to directly pay the cost and expense of structural repairs to the Unit, the Parking Area, or to the Common Elements unless necessitated by the willful or negligent misuse therefor by the Owner, the occupants or the invitees of such Unit, in which event such costs and expenses shall constitute the sole obligation of the Owner whose occupants and/or invitees were guilty of such willful or negligent misuse. Any maintenance and repair work to a Unit done by or on behalf of the Owner shall be done in a good and workmanlike manner using materials of equal or better quality than the material removed and shall be done in such a manner as not to impair the structural soundness or integrity or to alter the exterior appearance of any Building or Unit. In the event an Owner fails to discharge the Owner's maintenance obligations hereunder, the Association shall be entitled (but not obligated) to cause such work to be done, and the cost and expense thereof shall be and constitute a lien upon such a Unit which lien may be enforced in the same method as is provided for the enforcement of Assessment liens pursuant to the provisions of Subsection 6.5 of this Declaration. Damage to the interior of any Unit resulting from such maintenance, repair and replacement activities by the Association, whether by reason of any emergency of otherwise, shall constitute a Common Expense and be payable by the Association; provided, however, that if such maintenance, repairs or replacement are the result of the misuse of negligence of any Owner, or its guests or invitees, then such Owner shall be responsible and liable for all such damage.

(b) Except as provided in (a) above, all Common Elements (exception only those portions of the Systems that serve only or are a part of an individual Unit) shall be maintained by Association in accordance with the Maintenance Standard, in good condition and repair, the cost and expense of which shall constitute a Common Expense and be payable by the Association. The Association shall establish and maintain an adequate reserve fund for such purposes, to be funded by Monthly Assessments rather than by Special Assessment. Nothing herein shall be deemed or construed as relieving any Owner from liability or responsibility for damage to the Common Elements caused by the negligence or misconduct or Owner or Owner's occupants or invitees. Notwithstanding the foregoing, the Association shall have no obligation to maintain alterations, additions or improvements made by an Owner to a Limited Common Element appurtenant to such Unit. No Owner may make such alterations, additions or improvements to Limited Common Elements without the prior written consent of the Association in accordance with Subsection 5.2 hereof.

(c) The Association shall not be liable for injury or damage to any Person or property caused by the elements or by the Owner of any Unit, or any other Person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to any Owner, Tenant or other occupant of any Unit, or any guest or family of same, for loss or damage, by theft or otherwise, of any property, which may be stored in or upon any Common Elements. The Association shall not be liable to any Owner, Tenant, or other occupant for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Subsection where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities.

(d) In the event a dispute shall arise among Owners as to the proper party to bear a maintenance cost or expense, the Board of Directors shall be entitled to resolve such dispute; provided, however, that nothing herein shall be deemed or construed as limiting an Owner's right to have the provisions of this Subsection interpreted by a court of competent jurisdiction; provided further, however, that any such cost or expense so disputed shall be paid in accordance with the determination of the Board of Directors pending final judgment in any such legal proceedings.

5.2 Alterations. No Owner shall be entitled to alter, add to or improve the Unit, or the Limited Common Elements appurtenant thereto, in a manner as will or might reasonably be expected to affect the structural soundness or integrity or the exterior appearance of any of the Improvements, any System that services more than one Unit, or any warranty in favor of the Association, without the prior written consent of the Association and being in compliance with all Regulations established by the Association. No Owner may alter the size or location of any Parking Space without the prior written consent of the Association. Further, no Owner shall be entitled to make any alteration, addition or improvement to a Limited Common Element appurtenant to more than the Unit unless (i) the prior written approval of all Owners having an interest in such Limited Common Element is obtained, and (ii) the plans and specifications for such alteration, addition or improvement to the Limited Common Element have been approved in writing by the Board of Directors. Once alterations, additions and improvements have been made to a Limited Common Element pursuant to plans and specifications approved in writing by the Board of Directors, neither the Association, the Board of Directors nor any Owner shall have the right to cause such alterations, additions or improvements to be removed or altered without the written consent of the Owner or Owners of the Unit or Units to which such Limited Common Element is appurtenant. Any alterations, additions and improvements made pursuant to this Subsection shall be made at the individual cost and expense of the Owner making such alteration, addition, or improvement. Each Owner, by acceptance or possession of a title to a Unit, indemnifies and holds harmless Declarant, the Association, Board of Directors, Manager, and their respective officers, employees, representatives, agents and successors from and against any and all claims, demands, judgments, losses, damages, liability, and costs and expenses, including reasonable attorneys' fees, directly or indirectly arising from or attributable to the review and approval of any alteration pursuant to this Subsection 5.2.

5.3 Mechanic's Liens; Indemnification. No labor performed or materials furnished and incorporated in a Unit with the consent or at the request of an Owner or an Owner's agents or representatives, shall be the basis for the filing of a lien against the Unit of any other Owner not expressly consenting to or requesting the same, or against the Common Elements. Each Owner shall indemnify and hold harmless each of the other Owners and the Association from and against all liabilities and obligations arising from the claim of any lien against the Unit of such other Owners or the Common Elements. All contracts for labor, services, and/or materials with respect any of the Units shall be in compliance with the provisions hereof.

5.4 Insurance.

(a) Commencing upon the first conveyance of any Unit to an Owner other than the Declarant, the Association shall obtain and maintain, as a Common Expense, insurance coverage required pursuant to Section 82.111 of the Act and such additional coverage as the Association deems appropriate.

(b) Insurance policies shall provide that:

(1) each Owner is an insured person under such policies with respect to liability arising out of the Owner's ownership of an undivided interest in the Common Elements or membership in the Association;

(2) insurance trust agreements will be recognized;

(3) any right of subrogation of the issuer against individual Owners is waived;

(4) the coverage of the policy is not prejudiced by any act or omission of an individual Owner to the extent that such act or omission is not within the collective control of all Owners;

(5) such policy is primary insurance if at the time of a loss under the policy any Owner has other insurance covering the same property covered by the policy;

(6) no action or omission by any Owner, unless validly exercised on behalf of the Association, will void the policy or be a condition to recovery under the policy;

(7) the policy may not lapse, be cancelled, or have renewal refused, or be materially modified, except after thirty days prior to the written notice to the Association and the Manager, if any, and fifteen days' prior written notice to each Mortgagee listed as such in such insurance policy, except in the case of non-payment of premium in which case ten days written notice of cancellation shall be given to the Association, the Manager, if any, and each listed Mortgagee.

(c) The Manager, if any, shall be reflected as additional insured on any commercial general liability insurance policy carried by the Association.

(d) The Board of Directors shall have the express authority, on behalf of the Association, to name as insured an authorized representative, including any trustee (or successor thereto) with whom the Association has entered into any insurance trust agreement, which authorized representative shall have exclusive authority to negotiate losses under any policy providing the property or liability insurance required to be provided herein.

(e) By acceptance of a deed to a Unit, each Owner shall be deemed to have irrevocably appointed the Association (which appointment shall be deemed a power coupled with an interest), together with any insurance trustee, successor trustee or authorized representative designated by the Association, as such Owner's attorney-in-fact for the purpose of purchasing and maintaining the insurance required hereunder as well as for submission of and adjustment of any claim for loss, the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish such purpose. The Association or such trustee, successor trustee or authorized representative must receive, hold or otherwise properly dispose of any proceeds of insurance in trust for the Owners and the Mortgagees as their interests may appear based on the fair market value of the interests damaged or destroyed. Any proceeds paid under such policy shall be disbursed first for the repair or restoration of any damaged Common Elements and Units, and no Owner or Mortgagee or other lienholder shall receive payment of any portion of such proceeds unless a surplus remains after the Condominium has either been completely restored or the Condominium has been terminated.

(f) The Association shall be entitled to obtain and maintain such additional insurance coverages hereunder as the Board of Directors may deem necessary or appropriate including, without limitation, insurance covering all alterations, additions, betterments and improvements to Owners' Units, liability insurance for all officers, directors, trustees and employees of the Association. The premiums for all insurance coverages maintained by the Association pursuant to this Section shall constitute a Common Expense and be payable by the Association.

(g) Each Owner shall be obligated to obtain and maintain, at such Owner's sole cost and expense, a standard Texas insurance policy for betterments and improvements covering structural components related to such Owner's Unit to the extent not covered by insurance maintained by the Association and each Owner shall be required to furnish a copy of such insurance to the Association. If an Owner shall fail to provide evidence of such insurance, the Association may purchase such insurance on behalf of the Owner and assess the cost to the Owner as an Individual Assessment. Each Owner shall be responsible for obtaining and maintaining at such Owner's sole cost and expense such other insurance covering alterations, additions,

betterments and improvements to such Unit and all other personal property located at the Unit or constituting a part thereof and shall furnish the Association with a copy of such insurance. An Owner shall be responsible for obtaining and maintaining at such Owner's sole cost and expense such liability insurance as may be appropriate. Nothing herein shall be deemed or construed as prohibiting an Owner, at such Owner's sole cost and expense, from obtaining and maintaining such further and supplementary insurance coverages as such Owner may deem necessary or appropriate.

5.5 Taxes. Each Owner shall be responsible for and shall pay when due all taxes, assessments and other governmental impositions lawfully levied or assessed with respect to such Owner's Unit. Any taxes, assessments or other governmental impositions lawfully levied or assessed with respect to the Property not separately billed to the Owners shall constitute a Common Expense and be payable by the Association.

5.6 Utilities. Each Owner shall be responsible for and shall pay all water and wastewater usage, audio or visual communications, electricity, gas, and internet connectivity charges relating to such services used or consumed at or with respect to the occupancy of the Unit. To the extent such charges are separately metered by the respective utility companies or submetered by the Association, the amount payable by the Unit Owner shall be in accordance with the usage thereof as specified by the utility company or Association, as applicable. Any such charges not separately metered or submetered and charges relating to such services used in connection with the use and maintenance of the Common Elements, shall constitute a Common Expense and be payable by the Association.

6. Assessments

6.1 Monthly Assessments; Budget

(a) The Association shall possess the right, power, authority and obligation to establish a regular Monthly Assessment sufficient in the judgment of the Board of Directors to pay all Common Expenses when due. No consent or approval of the Owners shall be required for the establishment of the Monthly Assessments. Such Monthly Assessments so established shall be payable by the Owners on the first day of each calendar month, and shall be applied to the payment of charges for which the Association is responsible, including, without limitation, charges relating to maintenance and repair of elements of the Property not the responsibility of the Owners, care of the Common Elements, any common area expenses under any recorded declarations or easement agreements encumbering the Property, casualty, public liability and other insurance coverages required or permitted to be maintained by the Association, governmental impositions not separately levied and assessed, utilities relating to the Common Elements or not separately metered, professional services, such as management, accounting and legal, and such other costs and expenses as may reasonably relate to the property maintenance, care, operation and management of the Property, and the administration of the Association and the Condominium established hereby, including an adequate reserve fund for the periodic maintenance, repair and replacement of the Common Elements

(b) Prior to the commencement of each fiscal year of the Association, the Board of Directors shall prepare and deliver to all of the Owners a Budget setting forth the anticipated Common Expenses for the ensuing year. Such Budget shall be in sufficient detail so as to inform all Owners of the nature and extent of the Common Expenses anticipated to be incurred and shall be accompanied by a statement setting forth each Owner's monthly share thereof and the date as of which such Monthly Assessment commences to be payable. No further communication shall be necessary to establish the amount of each Owner's obligation regarding the Monthly Assessment payable hereunder, and the failure of the Board of Directors to timely deliver the Budget provided for herein shall in no event excuse or relieve any Owner from the payment of the Monthly Assessments contemplated hereby. Any Budget prepared and delivered to the

Owners as hereby contemplated may be amended as and to the extent reasonably necessary and the amount of each Owner's Monthly Assessment changed to correspond therewith. If the proposed Budget for a fiscal year increases more than ten percent above the Budget for the preceding fiscal year, such Budget must be approved by a majority of the Owners except as described in Subsection 6.1(c), below. Any funds collected by the Association pursuant to the Budget and not expended in any fiscal year shall be applied to reduce Monthly Assessments otherwise payable by Owners in the next fiscal year.

(c) If the Budget increases by more than ten percent as a result of an uncontrollable expense, the increase shall be allowed regardless of whether it is approved by the Board of Directors or all of the Owners. For purposes of this Declaration, an "uncontrollable expense" is an expense payable to a third party, the rates of which are not controlled by or reasonably capable of being controlled by, the Association or any Owner, such as taxes, insurance, and utilities. Further, if circumstances make additional or different security measures a necessary or desirable addition to or increase in the Budget, the cost of the additional security or the increased cost thereof shall also be an uncontrollable expense so long as such cost reflects a fair market price for the services rendered.

(d) Notwithstanding Subsections 6.1(a)-(c) above or any other provision of this Declaration to the contrary, it is acknowledged and agreed by the Owners that the initial Budget has been prepared and agreed to by a majority of the Owners at a point in time when the parties have limited operating history for the Property. There will be a transition period of approximately twenty-four months from the time the first Unit is conveyed by Declarant. During this transition period and until such time as 50% percent of the Residential Units have been conveyed by the Declarant (the "Base Period"), the ten percent caps described in Subsections 6.1(b) above shall not apply, it being the intention of the Owners to take into account actual operating expense increases and adjustments of every kind. After the Base Period, the Budget will be established for the year following the Base Period, using the Base Period numbers adjusted as reasonably required to take into account expected operating expenses increases and adjustments. Further, if an expense of the Base Period makes it reasonably clear that any line item should be re-allocated among the Owners, then the Owners shall in good faith determine the extent to which a reallocation is appropriate.

6.2 Special Assessments.

In addition to the Monthly Assessments contemplated by Subsection 6.1, the Association shall possess the right, power and authority to establish Special Assessments to pay non-recurring Common Expenses relating to the proper maintenance, care, alteration, improvement, operation and management of the Property, and the administration of the Association and the Condominium established hereby. Except as contemplated by Section 7, no consent or approval of the Owners shall be required for the establishment of a Special Assessment as contemplated by this Subsection, except for any Special Assessment relating to the alteration or improvement of any element of the Property or an expenditure in excess of $10,000 per item or $20,000 in the aggregate in any year, which in each case must be approved by an affirmative vote of a majority of Owners.

6.3 Individual Assessments. In addition to the Monthly Assessments and Special Assessments contemplated in Subsection 6.1 and Subsection 6.2, the Association shall possess the right, power and authority to establish or levy Individual Assessments in accordance with the provisions of this Declaration against an individual Owner of a Unit for charges properly borne solely by one or more but less than all Owners, such as (without limitation) charges for additional services, damages, fines or fees, Unit insurance, or insurance deductible payments. Individual Assessments shall be the personal obligation of the Owner against whom the Individual Assessment is assessed and shall constitute a lien against the Unit in the same

manner and with the same consequences as the Monthly Assessment and any duly authorized Special Assessment.

6.4 Obligation to Pay Assessments. Each Owner shall be personally obligated to pay their respective Assessments duly established pursuant to this Section 6 and Section 7. Unpaid Assessments due as of the date of the conveyance or transfer of a Unit shall not constitute a personal obligation of the new Owner (other than such new Owner's pro rata share of any reallocation thereof); however, the former Owner shall continue to be personally liable for such unpaid Assessment. No Owner shall be entitled to exemption from liability for the Owner's obligation to pay such Assessments by waiver of the use and enjoyment of the Common Elements, by an abandonment of the Owner's Unit or by any other action whatsoever. Any Assessment not paid within fifteen days of the date due shall bear interest at the Past Due Rate, and after written notice of the delinquency and an opportunity to cure within five additional days thereof is provided to the Owner, the Assessment shall be recoverable by the Association, together with interest as aforesaid and all costs and expenses of collection, including reasonable attorneys' fees, by suit in a court of competent jurisdiction sitting in the County. It shall be the responsibility of the Board of Directors to collect any such delinquent Assessment, the existence of which shall be made known by written notice delivered to the defaulting Owner and, where requested, the Owner's Mortgagee.

6.5 Lien to Secure Payment of Assessments.

Declarant hereby reserves and assigns to the Association a lien, pursuant to the provisions of Section 82.113 of the Act, against each Owner's Unit, the Rents, if any, payable to any Unit Owner and Insurance Proceeds to which a Unit Owner may be entitled, to secure the payment of all Assessments, which lien shall be and constitute a lien and encumbrance in favor of the Association, upon such Owner's Unit, the Rents, and any Insurance Proceeds. The liens established herein shall be prior and superior to all other liens and encumbrances subsequently created upon such Owner's Unit, Rents and Insurance Proceeds, regardless of how created, evidenced or perfected, other than the lien securing the payment of Lien Indebtedness (provided such lien was recorded prior to the date on which the Assessment became delinquent) and the liens for unpaid taxes, assessments and other governmental impositions. The liens and encumbrances created herein may be enforced by any means available at law or in equity, including a non-judicial foreclosure sale of the Unit of a defaulting Owner. Any such sale (including notice thereof) shall comply with the applicable requirements, at the time of the sale, of Section 51.002 of the Property Code or, if and to the extent such statute is not then in force, with the applicable requirements, at the time of the sale, of the successor statute or statutes, if any, governing sales of Texas real property under powers of sale conferred by deeds of trust or other contract liens. Each Unit Owner, by acquisition of such Owner's Unit grants to the Association a power of sale in connection with the Association's liens. By written resolution, the Board of Directors may appoint, from time to time, an officer, agent, trustee or attorney of the Association to exercise the power of sale on behalf of the Association. The Association may bid for and purchase the Owner's Unit, as a Common Expense, at any such foreclosure sale. The foreclosure by a Mortgagee of any Owner's Unit in order to satisfy Lien Indebtedness will extinguish the subordinate lien for any Assessments which became payable prior to the date of such foreclosure sale, provided that in no event shall a defaulting Owner be relieved from liability incurred for past Assessments.

6.6 Commencement of Obligation to Pay Assessments.

Each Owner shall be obligated to commence payment of all Assessments against their respective Unit on the date this Declaration is recorded in the Official Public Records of the County, or the date such Owner takes title to a Unit, whichever is later. If such date is other than the first day of a month, then such Owner shall be obligated to pay only a prorated share of the Assessment against such Owner's Unit based on the number of days during such month that the Owner will hold title to the Owner's Unit.

6.7 Notice of Default.

If the Owner of a Unit defaults in the Owner's monetary obligations to the Association, the Association may notify the other lien holders of the default and the Association's intent to foreclose its lien.

6.8 Alternative Actions.

Nothing contained in this Declaration shall prohibit the Association from taking a deed in lieu of foreclosure or from filing suit to recover a money judgment for sums that may be secured by the lien.

6.9 Statement of Common Expenses and Access to Records.

The Association shall promptly provide any Owner, contract purchaser, or Mortgagee so requesting the same in writing with a written statement of all unpaid Assessments for Common Expenses due with respect to such Unit. The Board of Directors may impose a reasonable charge for the preparation of such statement to the extent permitted by the Act. The Association shall make available during normal business hours for inspection, upon request by Owners, Mortgagees, Tenants, prospective purchasers, and any of their authorized agents, current copies of the books, records, and financial statements of the Association (including, if such is prepared, the most recent annual audited financial statement available). Any Owner or Mortgagee may have an audited statement of the Association prepared at its own expense.

7. Loss and Obsolescence.

7.1 Loss or Damage.

The following provisions shall govern in the event the Improvements, or any part thereof, are damaged or destroyed by fire or other casualty:

(a) Notice to Mortgagees. Prompt written notice of any such substantial damage or destruction shall be given to all Mortgagees.

(b) Restoration and Repair. Pursuant to Section 82.111(i) of the Act, the Association shall promptly proceed with the full restoration and repair of such damage or destruction unless (i) the Condominium is terminated; (ii) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or (iii) Owners holding not less than 67% of the Allocated Interests (including each Owner of a Unit or assigned Limited Common Element that will not be rebuilt or repaired) vote not to rebuild.

(c) Special Assessment. The amount by which such restoration and repair costs exceed collectible Insurance Proceeds shall be and constitute a Special Assessment payable by the Owners within thirty days of the date notice of such Special Assessment is delivered by the Association.

(d) Excess Proceeds. Any excess Insurance Proceeds remaining after such restoration and repair, or any insurance or sales proceeds available absent such restoration and repair, shall be received and held in trust by the Association in separate accounts for each Owner according to the Allocated Interests of the Owners, and be applied, without contribution from one such account to another, as follows:

(1) first, to the payment of any taxes and special assessment liens or other governmental impositions in favor of any assessing entity having authority with respect to such Owner's Unit;

(2) second, to the payment of the balance of the Lien Indebtedness of such Owner;

(3) third, to the payment of any delinquent Assessment with respect to such Owner's Unit; and

(4) the balance, if any, to such Owner or such other parties as shall be entitled thereto.

7.2 Damaged Units.

The following provisions shall govern if any Unit or any part thereof, is damaged or destroyed by fire or other casualty ("Damaged Unit"):

(a) Notice to Mortgagees. Prompt written notice of any such substantial damage or destruction shall be given to the Mortgagees of the Damaged Unit.

(b) Restoration and Repair. The Owner of the Damaged Unit shall promptly proceed with the full restoration and repair of such damage or destruction and shall pay all costs of such restoring, repairing, replacing or rebuilding in excess of the net proceeds of the collectible Insurance Proceeds unless: (i) the Condominium is terminated; (ii) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or (iii) Owners holding not less than 67% of the Allocated Interests vote not to rebuild.

7.3 Matters Relating to Restoration and Repairs.

Any restoration and repair work undertaken by the Association pursuant to Subsection 7.1 shall be performed in a good and workmanlike manner with a view to restoring the Improvements to a condition similar to that existing prior to such damage or destruction; provided, however, that in no event shall the Association be responsible for restoring, repairing or replacing any improvements to a Unit made by any Owner, or the contents located in such Owner's Unit. All such restoration and repair work whether done by the Association or any Owner, shall be affected in a manner so as to observe all vertical and horizontal Unit boundaries existing prior to such damage or destruction.

7.4 Obsolescence of Common Elements.

If the Owners holding not less than 67% of the Allocated Interests shall vote, at a meeting of the Association duly called for purposes of considering same, that the Common Elements, or any part thereof, (including any Systems that serve only, or are a part of, individual Units), are obsolete, the Association shall promptly proceed with the necessary replacements and improvements thereto pursuant to a budget established for such purpose, and the cost thereof shall be and constitute a Special Assessment payable by each Owners within thirty days of the date notice of such Special Assessment is delivered to them by the Association.

7.5 Obsolescence of the Property.

If the Owners holding not less than 80% of the Allocated Interests shall determine, at a meeting of the Association duly called for purposes of considering same, that the Property is obsolete, the Association, after first obtaining the written consent of 51% of Mortgagees, shall promptly proceed with the sale thereof in its entirety. Any proceeds from such sale shall be received, held and applied for and on account of the Owners as provided in Subsection 7.1(b).

7.6 Association as Attorney-in-Fact.

Each Owner, by possession or acceptance of title to a Unit, hereby irrevocably makes, constitutes and appoints the Association, and each and every of its successors in interest hereunder, as their true and lawful attorney-in-fact, for and in such Owner's name, place and stead, upon the damage or destruction of the Property, or any part thereof, or upon any determination by the Owners made pursuant to this Section 7, to take any and all actions, and to execute and deliver any and all instruments, as the Board of Directors may, in its sole and absolute discretion, deem necessary or advisable to effect the intents and purposes of this Section 7, hereby gives and grants unto the Association full power and authority to do and perform all and every act whatsoever requisite or necessary to be done in and about the Property as fully, to all intents and purposes, as any Owner might or could do, hereby ratifying and confirming whatsoever the Association may do by virtue hereof. The Association is hereby authorized in the name and on behalf of all Owners, to do and perform all actions necessary or appropriate to effect the intent and purposes of this Section 7 as aforesaid, including, without limitation, the power and authority to make and settle claims under any insurance policies maintained by the Association, contract for and with respect to restoration and repair work, contract for and with respect to replacements and improvements to the Common Elements (to the extent authorized as contemplated by Subsection 7.4 of this Declaration), to contract for and with respect to a sale of the Property (to the extent contemplated by Subsection 7.5 of this Declaration), and to execute and deliver all instruments necessary or incidental to any such actions.

8. Condemnation

8.1 General Provisions

If all or any part of the Property is the subject of a Taking, the Board of Directors and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Board of Directors shall give such notice as it receives of the existence of such proceeding to all Owners and to all Mortgagees. The expense of participation in such proceedings by the Board of Directors shall be a Common Expense. The Board of Directors is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Board of Directors in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such Taking shall be deposited with the Board of Directors, acting as trustee, and in any case such damages or awards shall be applied or paid as herein provided. Any restoration or repair of the Property following a partial Taking shall be performed in accordance with the provisions of this Declaration and shall follow, as nearly as possible, the original plans and specifications for the Property, unless otherwise approved by 51% of Mortgagees.

8.2 Taking of One Unit.

If one Owner's Unit (or a substantial part thereof such that ownership, operation, or occupancy of the remaining portion of the Unit in accordance with the originally intended use of the Unit is impossible or undesirable), is the subject of a Taking, and such Owner shall vacate and abandon the Owner's Unit by virtue of such Taking, the Owner and any Mortgagee of such Owner shall be entitled to the award for such Taking, including the award for the value of such Owner's interest in the Common Elements, whether or not such Common Element interest is acquired, and after payment thereof, such Owner and Owner's Mortgagee shall be divested of all interest in the Property. The condemned Unit's entire Allocated Interest shall be automatically reallocated to the remaining Units in proportion to the respective Allocated Interest of those Units before the Taking. If any portion of any Owner's Unit is the subject of a Taking, such that ownership, operation, or occupancy of the remaining portion of the Unit may be continued in accordance with the originally intended use of the Unit, the Owner may not vacate the remaining portion of the Unit.

In such case, the Owner shall be entitled to the award for such Taking, and the Allocated Interest of the condemned Unit shall be reduced in proportion to the reduction in the size of the Unit. The portion of the Allocated Interest divested from the partially-acquired Unit shall be automatically reallocated to that Unit and the other Units in proportion to the respective Allocated Interests of the Units before the Taking, with the partially-acquired Unit participating in the reallocation on the basis of its reduced Allocated Interest. If any repair or rebuilding of the remaining portions of the Property is required as a result of such Taking, the remaining Owners shall determine by affirmative vote or written consent of the remaining Owners owning a majority of the re-allocated Allocated Interest either to rebuild or repair the Property or to take such other action as such remaining Owners may deem appropriate. If no repair or rebuilding shall be required, or if none be undertaken, the remaining portion of the Property shall be resurveyed, if necessary, and the Declaration shall be amended to reflect such Taking. The Declaration shall in all circumstances be amended to reflect the re-allocated Allocated Interests following the condemnation.

8.3 Taking of Common Elements.

If an action is brought to effect a Taking of the Common Elements together with or apart from any Unit, the Board of Directors, in addition to the general powers set out herein, shall have sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of such condemnation proceeding unless the action involves a material portion of the Common Elements in which case the agreement of a majority of the Owners shall be required. With respect to any Taking of Common Elements only, all damages and awards shall be determined for such Taking as a whole and not for any Owner's interest therein. After the damages or awards for such Taking are determined, such damages or awards shall be held by the Board of Directors, acting as trustee for each Owner, or Owner's Mortgagee or Mortgagees, as their interests shall appear, in proportion to such Owner's percentage interest in the Common Elements, except that the portion of any such award attributable to the condemnation of a Limited Common Element shall be allocated among the Owners of the Units served by such Limited Common Elements, as such Owner's interests existed in the Limited Common Elements condemned. The Board of Directors may, if it deems advisable, call a meeting of the Owners, at which meeting the Owners, by the vote of a majority of the Owners, shall decide whether to replace or restore as far as possible the Common Elements taken or damaged. If it is determined that such Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Map attached hereto shall be duly amended by instrument executed by the Board of Directors on behalf of the Owners and duly recorded.

8.4 Taking of All Units.

If a Taking occurs that results in the Taking of all Units comprising less than two-thirds of the total square footage of the Land, then the damage and awards for such Taking shall be determined for each Unit and the following shall apply:

(a) The Board of Directors shall determine which of the Units damaged by such Taking may be operational or habitable for the purposes set forth in the Declaration, taking into account the nature of the Property and the reduced size of each Unit so damaged.

(b) The Board of Directors shall determine whether it is reasonably practicable to operate the remaining portions of the Units as a mixed-use condominium project in the manner provided in this Declaration.

(c) If the Board of Directors determines, with the consent of 51% of the Mortgagees, that it is not reasonably practicable to operate the remaining portions of the Units which can be made operational or habitable as a mixed use condominium project, then the Property shall be deemed to be regrouped and

merged into a single estate owned jointly in the undivided interest by all Owners, as tenants-in-common, in the percentage of the Allocated interest of each Owner.

(d) If the Board of Directors determines that it will be reasonably practicable to operate the portions of the Units which can be made operational or habitable as a condominium project, then the damages and awards made with respect to each Unit shall be applied to repair and reconstruct the Units or portions thereof so that they are made operational or habitable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owners in accordance with their Allocated Interests. If the amount of the award exceeds the cost of such work, the excess portion of the award made with respect to each such Unit shall be paid to the Owners of such Units or their Mortgagees, as their interest may appear. The remaining portion of any Unit which cannot be made operational or habitable, if any, shall become a part of the Common Elements and repair and use of such portion shall be determined by the Board of Directors.

8.5 Taking of Entire Property.

If the entire Property is taken or damaged by such Taking, the proceeds received in relation to all damages and awards shall be held for the accounts of all Owners, and their respective Mortgagees, as their interests shall appear, as provided herein, in proportion to their Allocated Interests, and this Condominium shall automatically terminate upon payment of such proceeds to the Owners and their respective Mortgagees.

8.6 Payment of Awards and Damages.

Any damages or awards provided in this Section to be paid to or for the account of any Owner by the Board of Directors, acting as trustee, shall be applied first to the payment of any taxes or assessments by governmental authorities past due and unpaid with respect to that Unit; secondly, to amounts due under any mortgage instruments duly perfected; thirdly, to the payment of any Assessments charged to or made against the Unit and unpaid; and finally to the Owner.

9. Development Period

9.1 Initial Directors. The Board of Directors shall be initially established by Declarant as set forth in the Bylaws.

9.2 Period of Declarant Control.

(a) Except as is provided below, Declarant shall have the right to appoint and remove members of the Board of Directors during the period of Declarant Control. If Declarant voluntarily surrenders control prior to the termination of the period of Declarant Control, Declarant may require that specified actions of the Board of Directors be subject to Declarant approval until the expiration of the period of Declarant Control.

(b) Not later than 120 days after Declarant has conveyed to Owners other than Declarant title to 50% of the Units that may be created in the Condominium, an election shall be held by the Association, pursuant to the Bylaws, for the election of not less than 1/3 of the members of the Board of Directions by Unit Owners other than Declarant.

(c) At least thirty days prior to the termination of the period of Declarant Control, the Association shall elect a Board pursuant to the Bylaws, the terms of such directors to commence as of the date on which the period of Declarant Control terminates.

9.3 Working Capital Contribution. Each Owner shall, at the time such Owner purchases a Unit from Declarant or from a subsequent Owner of a Unit, contribute an amount to the Association equal to the Working Capital Contribution. Such amount shall be a contribution of working capital to the Association and shall not be considered as an advance payment of the Monthly Assessments.

10. Miscellaneous

10.1 Revocation or Termination of Declaration.

This Declaration may be revoked or the Condominium established hereby may be terminated, but only by an instrument in writing, duly approved, executed and acknowledged by those Owners holding not less than 80% of the Allocated Interests and not less than 51% vote of the Mortgagees or if the entire Property is Taken. Any such instrument of revocation or termination shall be duly filed of record in the County. If the Property is to be sold upon termination, the agreement effecting such termination shall also set forth the terms of such sale and comply with the provisions of Section 82.068(c) of the Act.

10.2 Amendment to Declaration.

This Declaration may be amended at a meeting of the Owners at which the amendment is approved by all Owners and by the vote of not less than 51% of the Mortgagees. Such amendment shall be evidenced by a written instrument executed and acknowledged by an officer of the Association on behalf of the Owners and by the consenting Mortgagees and filed of record in the County. Any such amendment so effected shall be binding upon all of the Owners and the Mortgagees.

10.3 Partial Invalidity.

In the event any provision of the Governing Documents shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall in no way impair or affect the validity or enforceability of the remainder of such instruments.

10.4 Conflicts.

If any of the provisions of the Governing Documents shall be in conflict with the provisions of the Act or the Texas Nonprofit Corporation Act or the Texas Business Corporation Act, the provisions of such statutes shall control. If a conflict exists between the provisions of the Governing Documents; the documents shall control in the following order:

1. This Declaration;
2. The Certificate;
3. The Bylaws; and
4. The Regulations

10.5 Captions and Exhibits.

Captions used in the various sections of this Declaration are for convenience only, and they are not intended to modify or affect the meaning of any of the substantive provisions hereof. All exhibits are incorporated in and made a part of this Declaration for all purposes. The exhibits attached to this Declaration are:

Exhibit A – Legal Description of Land
Exhibit B – Map
Exhibit C – Allocated Interests

10.6 Usury.

It is expressly stipulated and agreed to be the intent of the Declarant that at all times the terms of this Declaration, the Bylaws and the Regulations shall comply strictly with the applicable Texas law governing the maximum rate or amount of interest payable under any provision of this Declaration, the Bylaws, or the Regulations. If the applicable law is ever judicially interpreted so as to render usurious any amount contracted for, charged, taken, reserved or received pursuant to this Declaration, the Bylaws, the Regulations or any other communication or writing by or between the Association and the Owners related to the matters set forth in this Declaration, the Bylaws, or the Regulations or any other communication or writing by or between the Association and the Owners related to the matters set forth in this Declaration, the Bylaws, or the Regulations, then it is the express intent of Declarant that all amounts charged in excess of the maximum rate allowed by Texas law shall be automatically canceled, *ab initio*, and all amounts in excess of the maximum rate allowed by Texas law theretofore collected shall be refunded, and the provisions of this Declaration, Bylaws, or the Regulation shall immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law. Owners hereby agree that as a condition precedent to any claim seeking usury penalties against the Association or any billing Owner, any Owner will provide written notice to the Association or any billing Owner, advising the Association or any billing Owner in reasonable detail of the nature and amount of the violation, and the Association or any billing Owner shall have sixty days after receipt of such notice in which to correct such usury violation, if any, by either refunding such excess interest to the Owner or crediting such excess interest against the obligation then owing by such Owner to the Association or any billing Owner.

10.7 Use of Number and Gender.

Whenever used herein, and unless the context shall otherwise provide, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders.

10.8 Governing Law.

THE GOVERNING DOCUMENTS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY ACTION BROUGHT IN CONNECTION WITH THE CONDOMINIUM SHALL BE IN DENTON COUNTY, TEXAS.

10.9 Estoppel Certificates.

Each Owner, from time to time, but no more often than three times per calendar year, shall have the right to require the Association to deliver to the requesting Owner a written statement addressed to the requesting Owner and its Mortgagee or purchaser of its Unit, as applicable, without payment of any fee or reimbursement of any cost certifying:

(a) that this Declaration is unmodified and in full force and effect (or, if modified, that this Declaration as so modified is in full force and effect);

(b) that this Declaration attached to the certificate is a true and correct copy of this Declaration and all amendments hereto;

(c) that, to the knowledge of the certifying party, the requesting party is not in default of any of its obligations under this Declaration (or if the certifying party knows the requesting party to be in default, specifying the defaults and any remaining cure period, if any);

(d) that the certifying party holds no then existing liens against the requesting party's Unit;

(e) the date through which all Assessments have been paid by the requesting Owner; and

(f) such other matters as are reasonably requested by the requesting Owner.

10.10 Non-Liability of Association and Declarant for Security. Without limitation of any other provision of this Declaration, each Owner (by acceptance or possession of title to a Unit) and their Tenants and family (by occupancy and possession of the Unit), guests and invitees, covenant and agree with respect to any and all security services, systems and facilities provided directly or indirectly by the Association as follows:

(a) Security is the sole responsibility of local law enforcement agencies and individual Owners, their Tenants, and their respective guests and invitees. It is acknowledged that the Association has no obligation whatsoever to provide security. Security services, systems and facilities shall be provided at the sole discretion of the Board of Directors. The provision of any security services, systems and facilities at any time shall in no way prevent the Board from thereafter electing to discontinue or temporarily or permanently remove such security service, systems and facilities or any part thereof.

(b) Any third party providers of security services (including those providing maintenance and repair of security systems and facilities) shall be independent contractors, the acts or omissions of which shall not be imputed to the Association or its officers, directors, committee members, agents or employees.

(c) Providing of any security services, systems and facilities shall never be construed as an undertaking by the Association to provide personal security or as a guarantee or warranty that the presence of any security service, system or facilities will in any way increase personal safety or prevent personal injury or property damage due to negligence, criminal conduct or any other cause.

(d) EACH OWNER, BY ACCEPTANCE OF A DEED TO A UNIT, SHALL BE DEEMED TO HAVE WAIVED, ON BEHALF OF SUCH OWNER AND SUCH OWNER'S TENANTS, AND THEIR RESPECTIVE FAMILY MEMBERS, GUESTS AND INVITEES, ANY AND ALL CLAIMS, NOW OR HEREAFTER ARISING AGAINST THE DECLARANT AND THE ASSOCIATION AND THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE MEMBERS, AGENTS AND EMPLOYEES ARISING OUT OF OR RELATING TO ANY INJURIES, LOSS OR DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION ANY INJURY OR DAMAGES CAUSED BY

THEFT, BURGLARY, TRESPASS, ASSAULT, VANDALISM OR ANY OTHER CRIME, TO ANY PERSON OR PROPERTY ARISING, DIRECTLY OR INDIRECTLY, FROM THE PROVIDING OR FAILURE TO PROVIDE ANY SECURITY SERVICES, SYSTEMS AND FACILITIES, OR THE DISCONTINUATION, DISRUPTION, DEFECT, MALFUNCTION, OPERATION, REPAIR, REPLACEMENT OR USE OF ANY SECURITY SERVICES, SYSTEMS AND FACILITIES, WHETHER CAUSED OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE DECLARANT OR THE ASSOCIATION, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE MEMBERS, AGENTS, CONTRACTORS OR EMPLOYEES.

(e) To the extent the release in this Section is not deemed effective as to any Tenant, or any family member, guest or invitee of an Owner or Tenant of a Unit, the Owner of each Unit (by acceptance of a deed to a Unit), hereby indemnifies and agrees to defend and hold harmless the Declarant and the Association, and their respective officers, directors, committee members, agents, and employees from and against any and all claims, actions, suits, judgments, damages, costs and expenses (including attorney fees and court costs) arising from bodily injury (including, without limitation, mental anguish, emotional distress and death) and/or loss or damage to property suffered or incurred by any such Tenant of such Unit, or any family member, guest or invitee of the Owner or Tenant of such Unit, as a result of criminal activity within or in the vicinity of the Condominium, WHETHER CAUSED OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE DECLARANT, THE ASSOCIATION OR THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE MEMBERS, AGENTS, CONTRACTORS OR EMPLOYEES.

(f) Any obligation or liability of the Association which is borne by the Association because of an Owner not abiding by such waiver, release and indemnity obligations under this Subsection 10.10 shall be assessed by the Association as an Individual Assessment against the Owner and the Unit of the Owner who failed to perform such obligation giving rise to such liability. Nothing herein shall make any Owner liable to the Association or any other Owner for any bodily injury and/or loss or damage to property of the Tenant, family member, guest or invitee of any other Owner.

10.11 Waiver. No failure of the Declarant or the Association to exercise any right or power under this Declaration, the Bylaws or the Regulations or to insist upon strict compliance therewith and no custom or practice not strictly in accordance with the terms of the Declaration, Bylaws or Regulations shall constitute a waiver of the right to thereafter demand strict compliance with the terms of the Declaration, Bylaws and Regulations.

10.12 Additional Disclosures. Declarant makes the following additional disclosures relating to the Unit and the Condominium:

(a) The Condominium is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved or widened in the future.

(b) The views and natural light from an Owner's Unit can change over time due to, among other things, additional development and the addition or removal of landscaping.

(c) No representations are made regarding the uses or zoning of adjacent property, or that the present uses of adjacent property may not change in the future.

(d) No representations are made regarding which schools may now or hereafter serve the Condominium.

(e) Any Unit Owner who is concerned about any representations regarding the Map should do its own investigation as to the dimensions, measurements and square footage of its Unit.

(f) Owners should expect that Assessments can and will increase over time due in part to inflation and increases in the cost of certain items beyond the control of the Association, such as the cost of insurance premiums.

(g) It is acknowledged that there may be conditions outside of the Condominium which an Owner or Tenant finds objectionable and that it shall be the sole responsibility of the Owners and Tenants to become acquainted with the neighborhood conditions which could affect their enjoyment of the Unit.

(h) Concrete surfaces in the Building are subject to cracking due to (1) water penetration, (2) expansion and contraction of the concrete with temperature changes, (3) building settlement, or (4) other causes.

(i) Condensation may appear on the interior portion of windows and glass surfaces and fogging of windows and glass surfaces may occur due to temperature disparities between the interior and exterior portions of the windows, glass and framing. If left unattended and not properly maintained by Owners and occupants, the condensation may result in staining, damage to surrounding seals, caulk, paint, wood work and sheetrock, and potentially, mildew and/or mold.

(j) No representations are made that the Systems in a Unit, including, by way of example only, heating and air conditioning and electrical systems, will operate or perform at the level or standard equal to or greater than the minimum specifications of the manufacturer of such Systems.

(k) Water may pond or puddle on various portions of the Common Elements, including without limitation, the Parking Area.

(l) EACH OWNER, BY ACCEPTANCE OF A DEED OR OTHER CONVEYANCE OF THEIR UNIT, HEREBY ACKNOWLEDGES AND AGREES THAT SOUND AND IMPACT NOISE TRANSMISSION IN A MULTI-LEVEL BUILDING SUCH AS THE CONDOMINIUM IS VERY DIFFICULT TO CONTROL AND THAT NOISES FROM ADJOINING OR NEARBY UNITS AND/OR MECHANICAL EQUIPMENT CAN AND WILL BE HEARD IN UNITS. DECLARANT DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE LEVEL OF SOUND OR IMPACT NOISE TRANSMISSION BETWEEN AND AMONG UNITS AND THE OTHER PORTIONS OF THE CONDOMINIUM, AND EACH OWNER HEREBY WAIVES AND EXPRESSLY RELEASES, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, ANY SUCH WARRANTY AND CLAIM FOR LOSS OR DAMAGES RESULTING FROM SOUND OR IMPACT NOISE TRANSMISSION.

(m) UNITS MAY INCLUDE ONE OR MORE COLUMNS RUNNING THROUGH THE INTERIOR AIRSPACE OF THE UNIT. EACH OWNER SHOULD CONFIRM THAT THE LOCATION OF ANY COLUMNS IN THE UNIT BEING PURCHASED WILL NOT INTERFERE WITH THE OWNER'S INTENDED OCCUPANCY AND USE OF THE UNIT.

(n) The Building has a low-sloping T.P.O. roof system. Rainwater and refuse may accumulate on various portions of the Building's roof system and possibly cause water intrusion and water penetrations and should be anticipated by the Owners and occupants.

(o) The Condominium is or may be in the future located in an area in which there are a number of entertainment venues including those offering live music and/or dancing and which may have late-night hours. This environment may create excessive noise, traffic and other conditions associated with such an entertainment district.

11. Mortgagee Protections

11.1 Notice to Mortgagees.

All Mortgagees shall be entitled to receive the following notices in writing from the Association or any Owner exercising rights granted to it under this Declaration, which notice shall be sent promptly following the occurrence of the applicable event:

(a) Notice of any proposed action which requires the consent of Mortgagees, which notice shall be given not less than thirty days prior to the desired effective date of such action;

(b) Notice of default by the Owner or grantor of a Lien Indebtedness on a Unit (the beneficial interest in which is held by that Mortgagee) in the performance of such Owner's or grantor's obligations, or delinquency in the payment of Assessments or charges owed by such Owner, which remains uncured for a period of thirty days;

(c) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond required to be maintained hereunder by the Association or by any Owner;

(d) Notice of any damage or destruction to or condemnation of any portion of the Condominium that affects either a material portion of the Property or the Unit securing a Mortgagee's Lien Indebtedness, which notice shall be given promptly upon the Association's obtaining knowledge of such damage or destruction; and

(e) Sixty days' notice prior to the Association instituting any foreclosure action on any Unit.

11.2 Cure Rights.

Any Mortgagee shall have the right, but not the obligation, at any time prior to the termination of this Declaration, and without payment of any penalty, to do any act or thing required of such Mortgagee's borrower; and to do any act or thing which may be necessary or proper to be done in the performance and observance of the agreements, covenants and conditions hereof. All payments so made and all things so done and performed by any Mortgagee shall be effective to prevent a default under this Declaration as the same would have been if made, done and performed by the Owner instead of by said Mortgagee. Any event of default under this Declaration that in the nature thereof cannot be remedied by Mortgagee shall be

deemed to be remedied if (i) within thirty days after receiving written notice from the non-defaulting party setting forth the nature of such event of default, or prior thereto, the Mortgagee shall have acquired the property owned by the defaulting party (the "Acquired Property") or shall have commenced foreclosure or other appropriate proceedings in the nature thereof; (ii) the Mortgagee diligently prosecutes any such proceedings to completion; (iii) the Mortgagee shall have fully cured any default in the payment of any monetary obligations owed the non-defaulting party hereunder within such thirty day period and shall thereafter continue to perform faithfully all such non-monetary obligations which do not require possession of the acquired Property; and (iv) after gaining possession of the Acquired Property following a foreclosure or deed in lieu thereof, the Mortgagee performs all other obligations of the defaulting party hereunder as and when the same are due.

11.3 No Invalidity of Mortgage Lien.

No violation of this Declaration by, or enforcement of this Declaration against, any party shall impair, defeat or render invalid the lien or any mortgage.

11.4 Cooperation with Mortgagee.

The Association shall cooperate reasonably with any requesting party in regard to the satisfaction of requests or requirements by a Mortgagee; provided, however, such cooperation shall be at the sole cost and expense of the requesting party, and provided, further, that no party shall be deemed obligated to accede to any request or requirement that materially and adversely affects its rights under this Declaration.

11.5 Unpaid Assessments.

Each Mortgagee holding a mortgage encumbering any Unit, which Mortgagee obtains title to such Unit pursuant to judicial foreclosure or the powers provided in such mortgage, shall take title to such Unit free and clear of any claims for unpaid assessments or charges against such Unit that accrued prior to the time such Mortgagee acquires title to such Unit.

11.6 Books and Records.

All Mortgagees, upon written request, shall have the right to:

(a) examine the books and records of the Association, including current copies of the Declaration, Regulations, and financial statements, during normal business hours;

(b) require the Association to submit an annual audited financial statement for the preceding fiscal year within 120 days of the end of the Association's fiscal year, if one is available, or have one prepared at the expense of the requesting entity if such statement is not otherwise prepared by the Association;

(c) receive written notice of all meetings of the Owners; and

(d) designate in writing a representative to attend all such meetings.

11.7 Material Changes.

All Mortgagees, upon written request, shall be given thirty days' written notice prior to the effective date of (i) any proposed material amendment to this Declaration or the Map; (ii) any termination of an

agreement for professional management of the Property following any decision of the Owners to assume self-management of the Property, and (iii) any proposed termination of the Condominium.

11.8 Priority of Rights.

No provision of the Declaration shall be construed or applied to give any Owner priority over any right of any Mortgagee in the case proceeds or awards are not applied to restoration but are distributed to Owners in the case of a casualty loss, or condemnation of, a Unit and/or Common Element.

[signature page and exhibits follow]

EXECUTED to be EFFECTIVE on the date first written above.

DECLARANT:

LAKE SHORE PLAZA, LLC,
a Texas limited liability company

By:_____
Mahdi Matt Shekari, Chief Executive Officer

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2022, by Mahdi Matt Shekari, as Chief Executive Officer of LAKE SHORE PLAZA, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

CONSENT OF MORTGAGEE

The undersigned, being the owner and holder of a first lien Deed of Trust affecting the Property, does hereby CONSENT to all of the provisions, restrictions and obligations contained in this Declaration.

_____
a _____

By:_____
_____, _____

THE STATE OF TEXAS §
§
COUNTY OF_____ §

This instrument was acknowledged before me on the _____day of _____, 2022, by _____, its _____.

_____
Notary Public, State of Texas

EXHIBIT A

LEGAL DESCRIPTION OF LAND

A portion of Lot 1, Block A, of Lakeshore Plaza, an Addition to the Town of Little Elm, Denton County, Texas, according to the Plat thereof recorded in Document No. 2016- 2091, Plat Records, Denton County, Texas.

[TO BE UPDATED UPON FILING OF REPLAT]

EXHIBIT B

MAP

[TO BE ATTACHED PRIOR TO RECORDING]

EXHIBIT C

ALLOCATED INTERESTS

UNIT #	Square Footage	Allocated Interest
101	2600	12.1%
102	720	3.37%
201	840	3.9%
202	850	3.9%
203	780	3.6%
204	962	4.5%
205	1120	5.2%
206	1193	5.5%
207	1573	7.3%
208	1679	7.8%
301	840	3.9%
302	850	3.9%
303	780	3.6%
304	962	4.5%
305	1120	5.2%
306	1193	5.5%
307	1573	7.3%
308	1679	7.8%
Total Square Footage	21314	100.00%

DECLARATION OF ACCESS EASEMENT AND SHARED USE AGREEMENT

THIS DECLARATION OF ACCESS EASEMENT AND SHARED USE AGREEMENT (this "Agreement") is made as of the ____ day of _____, 2021 (the "Effective Date"), by Lake Shore Plaza, LLC, a Texas limited liability company, whose address for notice is 3899 Adams Lane, Frisco, Texas 75034 ("Declarant").

W I T N E S S E T H:

A. Declarant is the owner of those certain two tracts of real property situated in the Town of Little Elm, Denton County, Texas, more particularly described as follows:

Lot 1R ("Lot 1R"):
Lot 1R, Block A, of Lakeshore Plaza, an Addition to the Town of Little Elm, Denton County, Texas, according to the Replat thereof recorded under Instrument No. 2021-_____, Plat Records, Denton County, Texas.

Lot 4 ("Lot 4"):
Lot 4, Block A, of Lakeshore Plaza, an Addition to the Town of Little Elm, Denton County, Texas, according to the Plat thereof recorded under Instrument No. 2021-_____, Plat Records, Denton County, Texas.

B. Lot 4 is located immediately adjacent to Lot 1R. Lot 1R and Lot 4 are collectively referred to herein as, the "Property."

C. Declarant desires to grant a non-exclusive perpetual easement over, across, and upon a portion of Lot 1R for access to and shared use of a dumpster located on Lot 1R for the benefit of Lot 4, as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the above premises and the provisions herein contained, Declarant hereby covenants and agrees as follows:

1. Definitions. For purposes hereof:

1.1 The term "Owner" shall mean the person or entity that holds fee title from time to time to each of the Lots or any portion thereof, and any and all successors or assigns of any such persons or entities who hold title thereto. The term "Owners" (unless the context otherwise dictates) shall collectively mean each present and/or future Owner of a Lot comprising the Property. Declarant shall be deemed to be the Owner of each Lot comprising the Property until such time as it conveys such Lot or any portion thereof to a person or entity not a party hereto.

1.2 The term "Permittees" shall mean the tenant(s) or occupant(s) of each Lot or any portion thereof, and the respective employees, agents, contractors, customers, invitees and licensees of: (i) the Owner of such Lot or any portion thereof, and/or (ii) such tenant(s) or occupant(s).

2. Grant of Easement. Declarant, for itself and all future Owners of the Property, or any portion thereof, hereby grants, establishes, covenants and agrees that Lot 1R shall be burdened by a non-exclusive perpetual easement (the "Easement") over, across, and upon those portions of Lot 1R in the area depicted on Exhibit "A" attached hereto and incorporated herein (the "Easement Area") for the benefit of Lot 4.

3. Purpose. The purpose of the Easement is for vehicular and pedestrian ingress and egress over and across the Easement Area to the area depicted on Exhibit "B" attached hereto and incorporated herein ("Dumpster Area"). The Dumpster Area may be used by the Owner and Permittees of Lot 4 on a non-exclusive basis, for the use of the dumpster and/or compactor located within the Dumpster Area; provided that such use does not interfere or disturb the free-flow and access of traffic within the Easement Area. The Easement Area may not be used by the Owner or any Permittee of Lot 4 for parking or any use other than vehicular and pedestrian access.

4. Construction and Maintenance for Exterior Improvements. Declarant will design and construct on the Property, among other things, the access driveway and trash collection area (the "Exterior Improvements"). After construction, Declarant, by and through the association managing Lot 1R from time to time pursuant to that certain "Condominium Declaration of Lakeshore Plaza Condominiums" recorded on _____ ____, 2022, under Instrument No. 2022-_____, in the Official Public Records of Denton County, Texas, will be responsible for maintaining, repairing, and replacing the Exterior Improvements, including, without limitation, maintaining the surface of the access drives and maintaining the trash collection area and contracting for trash removal, and paying for the electricity connected to any of the Exterior Improvements, and any and all such other duties and obligations as are necessary to maintain such Exterior Improvements in a good, clean, safe and orderly condition.

5. Reimbursement of Maintenance Expenses. All actual, reasonable out-of-pocket costs necessarily and directly incurred in the maintenance, repair, and replacement of the Exterior Improvements, as provided in Section 5, along with reasonable administration fees or management fees are referred to as "Maintenance Expenses."

6. Contributions for Maintenance Expenses. From time to time at Declarant's discretion, Declarant will deliver to the Owners an itemized statement of Maintenance Expenses (with reasonable detail) incurred during the preceding period since the last period of reimbursement. Within 10 days of receipt of the itemized invoice, the Owners will reimburse the Declarant for their respective proportionate share of the Maintenance Expenses incurred (as provided below). The Maintenance Expenses shall be allocated among the Lots comprising the Property based on the square footage of the interior spaces of the buildings and shall be as follows:

Lot 1R: 80.3% (40,098 square feet)
Lot 4: 19.7% (9,820 square feet)

7. Assignment by Declarant. Declarant may assign its rights and responsibilities under Sections 4, 5, and 6 herein by filing of record an assignment and assumption of same, executed by Declarant and the party assuming such rights and responsibilities, in the Official Public Records of Denton County, Texas.

8. Miscellaneous.

8.1 Duration of Easement. The Easement shall be for a term commencing with the date hereof and continue perpetually.

8.2 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person or entity having any fee, leasehold or other interest therein and shall inure to the benefit of the respective Owners and Permittees and their respective successors, assigns, heirs, and personal representatives.

8.3 Declarant's Right to Replat Property. Declarant expressly reserves the right to replat any one or more Lots from time to time so as to enlarge or reduce the size of any Lot owned by Declarant, or to combine any adjacent Lot owned by Declarant, provided that the resulting replat does not materially affect the express purpose and benefits derived from the access drives or does not otherwise materially interfere with the use and enjoyment of the other Lot comprising the Property.

8.4 Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges or any type levied or made by any governmental body or agency with respect to its Lot.

8.5 No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Lots including, without limitation, the access driveway. No easements, except: (i) those expressly set forth in Paragraph 2 hereof, and/or (ii) an easement over, upon or across any Lot so as to enable the construction of the access driveway and other improvements required for the initial development of a Lot covered hereby, shall be implied by this Declaration; and in that regard, and without limiting the foregoing, no easements for storage, staging, signage, drainage or utilities are granted hereby or implied herein other than those expressly granted or referred to herein.

8.6 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by an Owner or its Permittees of any of the terms, easements, covenants, restrictions or conditions hereof, the other affected Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any damages or other amounts due and/or specific performance.

8.7 No Termination for Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Lot made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Lot covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

8.8 Amendment. Declarant hereby declares that the provisions of this Declaration may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the Lots, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the Official Public Records in Denton County.

8.9 Grantee's Acceptance. The grantee of fee title to any Lot, or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from the Declarant or from a subsequent Owner of such Lot, shall accept such deed or contract upon and expressly subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for itself and its successors, assigns, heirs, and personal representatives, covenant, consent and agree to and with the other party, to keep, observe, comply with, and perform the obligations and declarations set forth herein with respect to the Lot so acquired by such grantee.

8.10 Separability. Each provision of this Declaration and the application thereof to the Property are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration. In the event

the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of one or more Lots by the same person or entity shall not terminate this Declaration not in any manner affect or impair the validity or enforceability of this Declaration.

8.11 Time of Essence. Time is of the essence of this Declaration.

8.12 Governing Law and Venue. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Declaration.

8.13 Attorney's Fees. Any party who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Declaration or the subject matter hereof, is additionally entitled to recover reasonable attorney's fees, expert fees, and all other litigation expenses.

8.14 Notices**.** Any notice required or permitted under this Declaration must be in writing. Any notice required by this Declaration will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Declaration. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

8.15 No Joint Venture or Partnership. The parties do not intend by this Declaration to create a partnership or joint venture among themselves, but merely set forth the terms and conditions of the obligations set forth in this Declaration regarding the Lots, the development of same, and other related matters. No party to this Declaration is authorized to act as agent for any other party or to otherwise act on behalf of any other party.

8.16 Default. In the event of a breach, or attempted or threatened breach, by any owner of any portion of the Lots of any of the terms, covenants, and conditions hereof, any one or all of the other owners of the Lots shall be entitled forthwith to injunctive relief and/or all such other available legal and equitable remedies from the consequences of such breach. All costs and expenses incurred by an owner in any such suit or proceedings shall be assessed against the defaulting owner and shall constitute a lien against the defaulting owner's portion of the Lots effective upon recording notice thereof in the Office of the County Clerk of Denton County, Texas. The remedies of any one or all such Owners to the Lots shall be cumulative as to each Owner and as to all other remedies permitted at law or in equity.

[**SIGNATURES ON FOLLOWING PAGE**]

EXECUTED as of the date first written above.

DECLARANT:

LAKE SHORE PLAZA, LLC,
a Texas limited liability company

By:_____
Mahdi Matt Shekari, Chief Executive Officer

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2022, by Mahdi Matt Shekari, as Chief Executive Officer of LAKE SHORE PLAZA, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

[Remainder of Page Intentionally Left Blank]

CONSENT OF MORTGAGEE

The undersigned, being the owner and holder of a first lien Deed of Trust affecting the Property, does hereby CONSENT to all of the provisions, restrictions and obligations contained in this Declaration.

_____
a _____

By:_____
_____, _____

THE STATE OF TEXAS §
§
COUNTY OF_____ §

This instrument was acknowledged before me on the _____day of _____, 2022, by _____, its _____.

_____
Notary Public, State of Texas

Exhibit A

Depiction of Easement Area

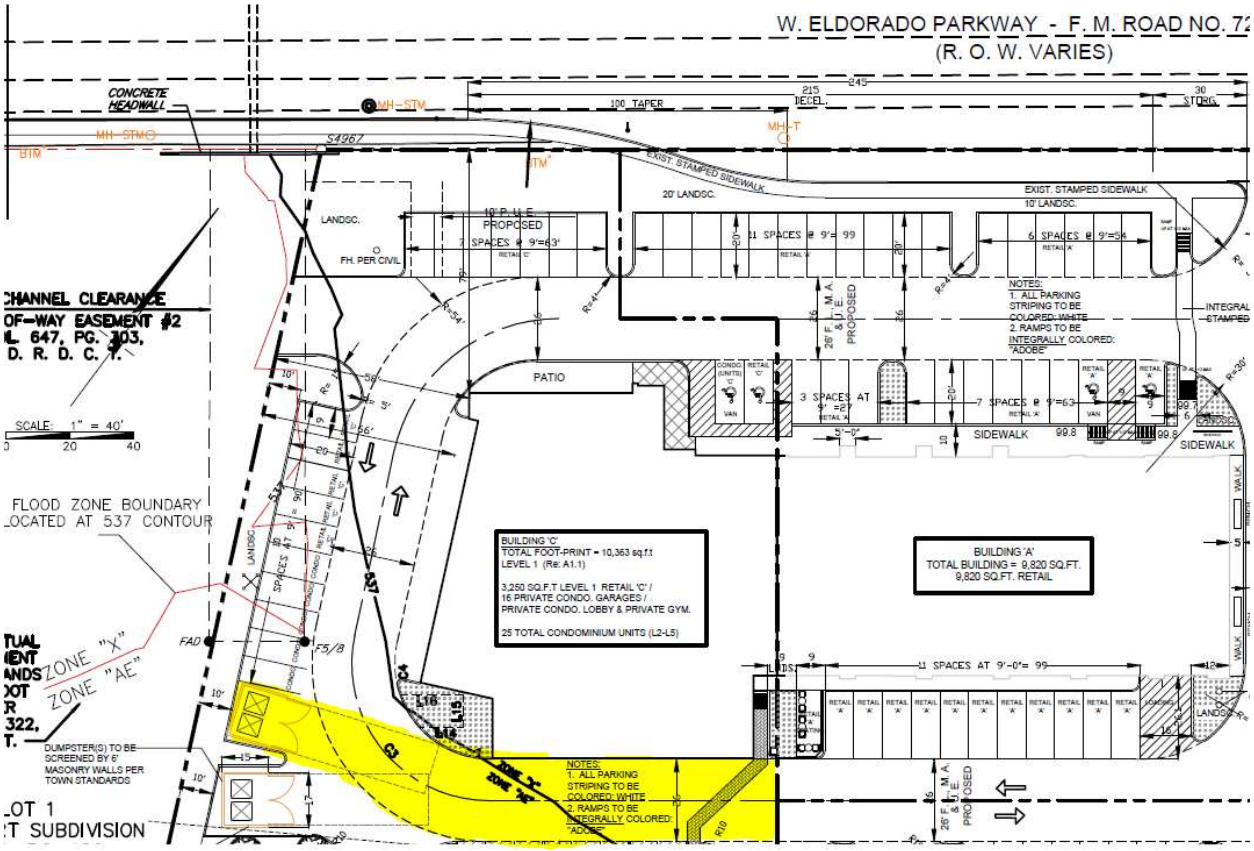
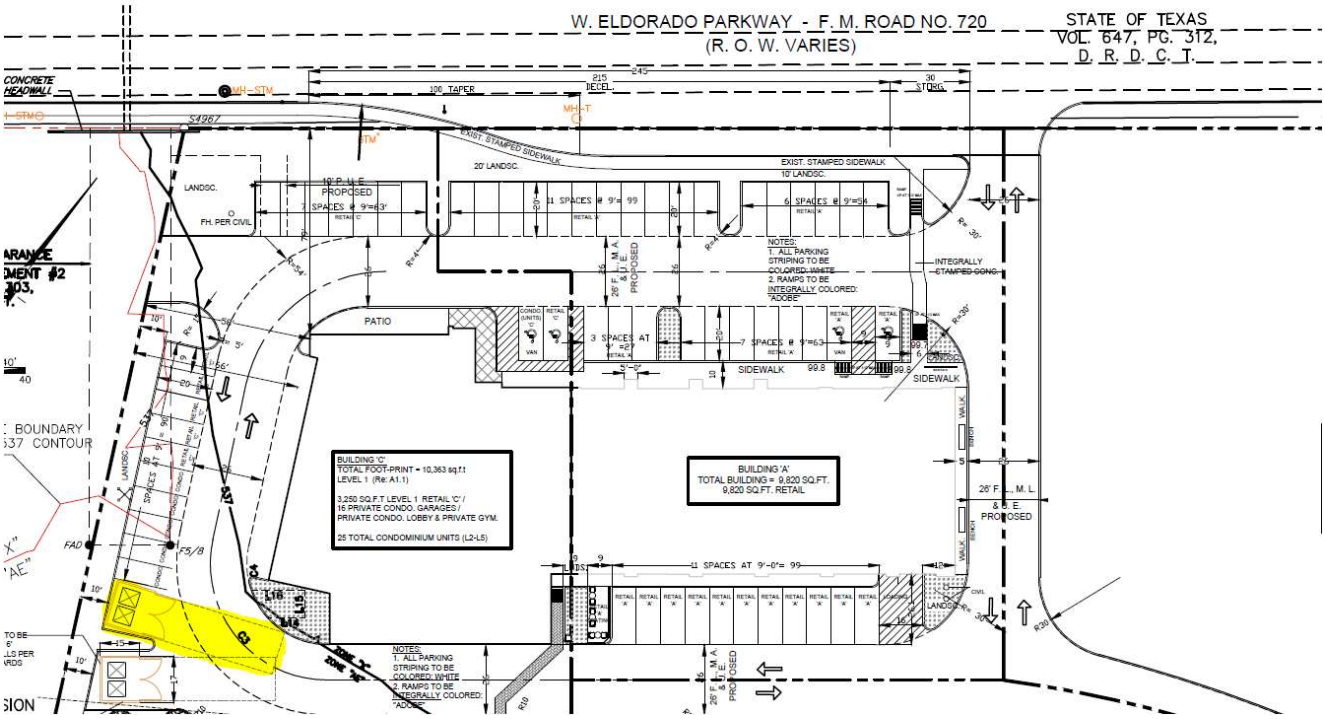


Exhibit B

Depiction of Dumpster Area



Date:	11/15/2022
Agenda Item #:	6. D.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Continue Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1690 Regarding Establishes a New Specific Use Permit at 14111 King Road, Suite 2100, Approximately 2,114 sq ft. in Size, Currently Zoned as Light Commercial (LC), in Order to Allow for a New Smoking Establishment, with on Premise Sales and Smoking of Hookah Products, as well as the Sale of Alcoholic Beverages for on Premise Consumption Only.**

Opened Public Hearing on November 1, 2022 at 6:30 p.m.
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1690:

DESCRIPTION:

Location
Located at 14111 King Road, Suite 2100, on the south side of King Road, approximately 500 feet west of FM 423, within Little Elm Town limits.

Background. Subject property is zoned Light Commercial (LC) and currently houses a total of six newly constructed, single-story buildings. The two buildings in the front of the property are primarily intended for retail purposes, while the four buildings in the rear of the property are primarily office and medical uses. Most of the retail spaces are currently still vacant.

The proposed smoking establishment and bar would occupy one of the end-cap spaces in the eastern-most retail building, a currently vacant 2,114 square-foot Suite 2100.

A smoking establishment is defined as "an establishment that sells products and devices primarily for the purpose of smoking or vaping in various forms. These establishments sometimes provide a contained area with a separate ventilation system for the purpose of smoking within the associated structure."

A bar is defined as “an establishment principally for the sale and consumption of alcoholic beverages on the premises that derives 75 percent or more of its gross revenue on a quarterly (three-month) basis from the sale or service of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code, for on-premises consumption.”
Typically, smoking is prohibited where other uses are involved, however, Sec. 70-208. - Places Where Smoking is Not Prohibited lists smoking establishments, where the primary use is retail of smoking products, and the sale of alcoholic beverages is incidental. Therefore, the two proposed uses would be allowed to co-habitate in accordance with the Town's requirements as long as the criteria of this section is met.

> "Retail tobacco stores, hookah lounges, or other smoking establishments that are permitted to sell alcohol, where the sale of tobacco products, and accessories is the primary retail use and in which the sale of other products is merely incidental. Separate ventilation and HVAC systems that prevent the commingling of air with other businesses, common areas, hallways and other non-smoking areas shall be required."

The applicant, Habibi Hookah, is proposing a hookah lounge and bar focusing on providing hookah for on-premise consumption, a sampling of foods, and alcoholic beverages for on-premise consumption. The applicant does not currently own any similar establishments, so this would be their first location.

Chapter 106 of the Little Elm Code of Ordinances requires a Specific Use Permit (SUP) be issued for smoking establishment use as well as a bar use within the Light Commercial District. Because a smoking establishment and a bar require a Specific Use Permit, the applicant is requesting a Specific Use Permit in order to be able to occupy and operate within this space.

Proposal.
The applicant is requesting approval of a smoking establishment and bar as allowed uses on the subject property, within Suite 2100, for the purposes of establishing a hookah lounge, with sale of alcoholic beverages for on-premise consumption only.

The proposal includes a total SUP area of 2,114 square feet. The submitted floor plan depicts a large open lounge area with chairs and couches set around coffee tables. The rest of the suite has a large service counter and display area, and kitchen in the back; no bar area is being proposed. The proposed hours of operation are Monday through Saturday, 10 a.m. to 12 a.m., and Sunday 10 a.m. through 12 a.m.

The applicant has also provided sample concepts of the interior space, which will be adopted as part of the SUP Ordinance.

The proposed request is similar to the recently approved Good Cigar, at the southeast corner of Eldorado Parkway and Little Elm Parkway, which is also a smoking establishment with on-premise alcohol sales and consumption. While no food is offered for sale, the Good Cigar focuses primarily on showcasing specialty cigar product rather than being a bar. Hours of operation are 11am to 11pm.

Parking.
The proposed use is required to be parked at a ratio of one parking space per 200 square feet of floor area. The existing site was developed with a total of 44,425 square feet of commercial space, providing a total of 178 parking spaces, with the intent to split the uses in order to fit within the parking requirements. At this time, most of the suites are vacant and parking should not be an

issue, as shown on the submitted Site Plan.

Development Standards.
This site was developed following the Light Commercial building standards and since the applicant is not making any exterior changes or site improvements in order to accommodate the proposed use, no additional site requirements were reviewed at this time.

Comprehensive Plan.
The Future Land Use Plan (FLUP) designates the subject property with a retail/commercial land use category, which is appropriate for the proposed establishment. Therefore, the requested SUP, if approved, would not be in conflict with the Town's vision for this area.

Recommendation to Planning and Zoning Commission.
Staff have worked with the applicant over the last several months, in order to obtain all the needed documents and plans to enable Staff to properly evaluate the proposed SUP. At the time of the P&Z hearing, there were a number of outstanding items that still need to be addressed, such as an accurate Concept Site Plan, Letter of Intent, hours of operation, and expanded food menu and better understanding of proposed business operation. These items have now been addressed by the applicant.

Commission Findings.
At their regular meeting on October 6, 2022, the Planning and Zoning Commission discussed their different comfort levels of the proposed business hours, with most of the Commissioners indicating preference for the recommended 12am cut off, and whether food sales were an important component of the request, with most of the Commissioners indicating they had no concerns with the requested establishment being more of a lounge than a restaurant; since the applicant intends to operate as a restaurant anyway, there was no concern over staff recommendation of minimum 25% food sales. The applicant was agreeable to all the conditions listed by Staff, so the Planning and Zoning Commission unanimously recommended **approval** of the request with the conditions listed below.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

The purpose of an SUP is to add or modify specific land use rights to those already granted within a zoning district. Section 106.02.17 provides that each request considers the intensity of the proposed use within the context of the proposed location based on compatibility and suitability, and in evaluating the compatibility of the proposed use within the existing area context, "the town council may impose such additional development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, odor, gas, explosion, glare, offensive view, or other undesirable or hazardous conditions."

Given the purpose of a Specific Use Permit, typically conditions are placed on the approval in order help to make the request more appropriate within the context of the existing shopping center, as well as its proximity to other uses.

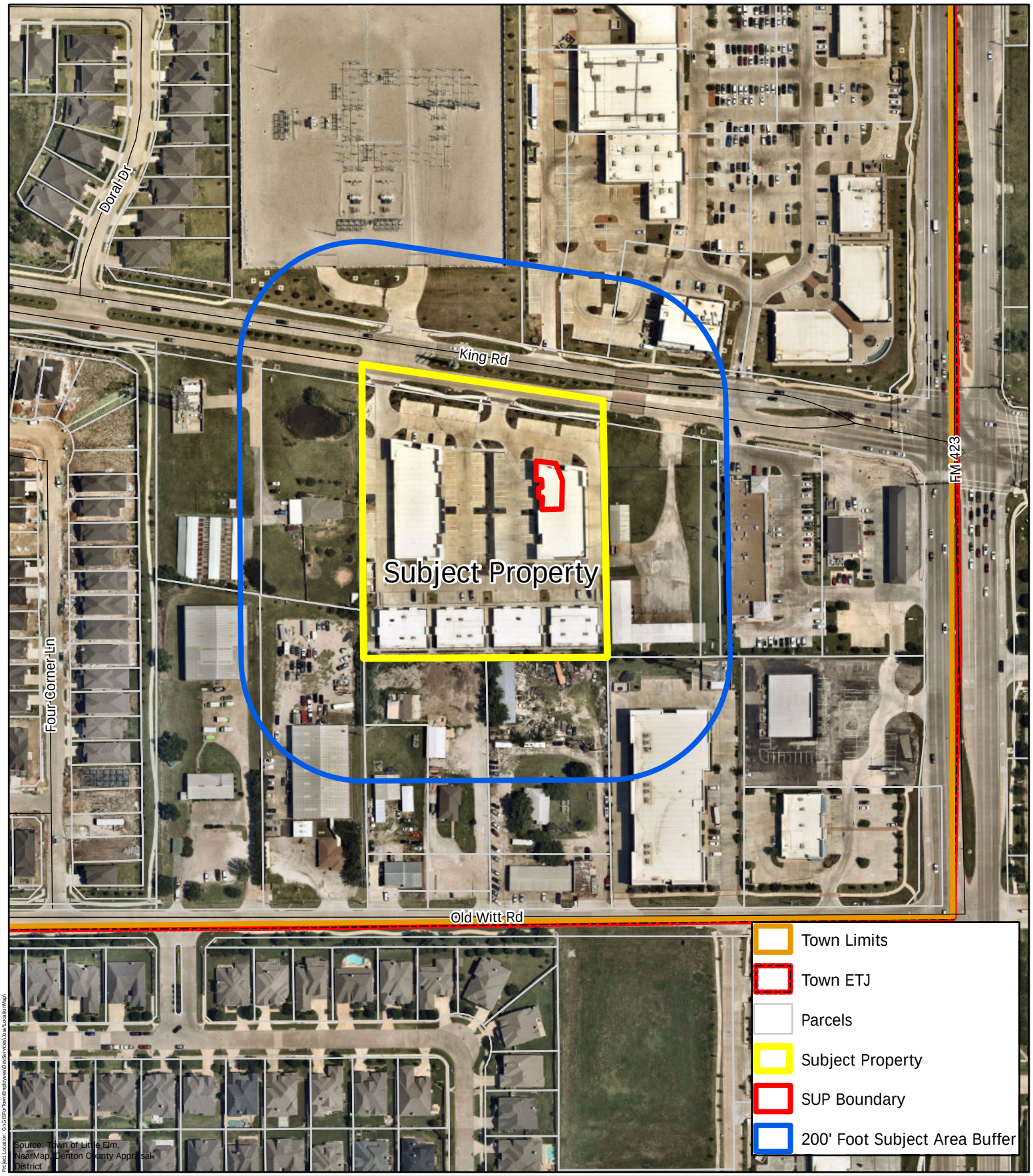
Planning and Zoning Commission recommends **approval** of the request with the following conditions:

1. Hours of Operation shall not exceed 12 am on any given day.
2. Food menu shall be expanded and the establishment shall derive at least 25 percent of its gross revenue on a quarterly (three-month) basis from the sale or service of food items.
3. SUP shall be specific to a hookah smoking establishment.
4. All windows shall remain clear, especially from shelving and product display, and maintain and active storefront.
5. Applicant must provide a separate ventilation system and must comply with the requirements listed in Chapter 70, Article IX. Smoking.
6. Prior to issuance of a certificate of occupancy, the business owner shall provide the town with a copy of its state permit to operate as a bar, brewpub, or similar use.
7. All alcohol-related activities must meet all standards found in Chapter 10, Alcoholic Beverages, of the Little Elm Code of Ordinances.

Attachments

Location Map

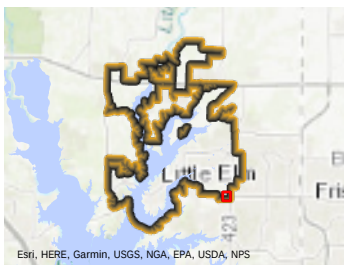
Ordinance No. 1690



LITTLE ELM

SUP:22-04373
Habibi Hookah King Plaza Property

0 0.02 0.04 0.08 Miles



Town of Little Elm
Denton County, Tx

Date: 9/12/2022

This product is to be used for graphical representation only. The accuracy is not to be taken/used as data produced for engineering purposes or by a Registered Professional Land Surveyor for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed. Town of Little Elm and its members assume no responsibility for the accuracy of said data.

TOWN OF LITTLE ELM

ORDINANCE NO. 1690

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE TO GRANT A NEW SPECIFIC USE PERMIT FOR A HOOKAH SMOKING ESTABLISHMENT AND BAR USE, ON PROPERTY LOCATED AT 14111 KING ROAD; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Chapter 106 (Zoning) of the Little Elm Code of Ordinances, requires a Specific Use Permit be granted by Town Council in order to legally operate and occupy the subject property with a hookah smoking establishment and bar use while it is zoned Light Commercial (LC); and

WHEREAS, a request for a Specific Use Permit for a hookah smoking establishment and bar use has been submitted by Samer Abuaita, on property located at 14111 King Road, Building #2, Suite 2100; and

WHEREAS, Section 106.02.17 of the Little Elm Code of Ordinances provides that Town Council may impose such additional development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, odor, gas, explosion, glare, offensive view, or other undesirable or hazardous conditions; and

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

WHEREAS, at its regular meeting held on October 6, 2022 the Planning & Zoning Commission considered and made recommendations on a request grant a Specific Use Permit for a hookah smoking establishment and bar within end-cap suite, the north west corner of Building 2 of the subject property, totaling 2,400 square-feet (Case No. SUP-22-04373); and

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

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

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

SECTION 2. AMENDMENT. That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, as amended, is hereby amended by the following:

A. Granting a Specific Use Permit authorizing a hookah smoking establishment and bar on the property located at 14111 King Road, subject to the following conditions:

1. Prior to the issuance of a Certificate of Occupancy, said Property shall be improved in accordance with the site plan and floor plan, which are attached hereto as Exhibit A and made a part hereof for all purposes.

2. The Specific Use Permit granted herein specifically for a hookah smoking establishment and bar shall be limited to that particular area designated on the approved site plan, end-cap suite, the north west corner of Building 2, encompassing a total area not to exceed 2,400 square feet.

3. Prior to issuance of a certificate of occupancy, the business owner shall provide the town with a copy of its state permit to operate as a bar.

4. All alcohol-related activities must meet all standards found in Chapter 10, Alcoholic Beverages, of the Little Elm Code of Ordinances.

5. Applicant must provide a separate ventilation system and must comply with the requirements listed in Chapter 70, Article IX. Smoking.

6. All windows shall remain clear, especially from shelving and product display, and maintain and active storefront.

7. Hours of Operation shall not exceed 12 am on any given day.

8. The establishment shall have an expanded food menu and derive at least 25 percent of its gross revenue on a quarterly (three-month) basis from the sale or service of food items.

SECTION 3. SAVINGS. This Ordinance (which includes the New Zoning Ordinance) shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 4. PENALTY. Any person, firm, or corporation violating any of the provision of this Ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars ($2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 5. SEVERABILITY. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this Ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the New Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of this Ordinance (which includes the New Zoning Ordinance) without the invalid parts and to this end the provisions of this Ordinance shall remain in full force and effect.

SECTION 6. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this Ordinance are hereby repealed to the extent of that conflict.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 15th day of November, 2022

The Town of Little Elm, Texas

_____

Curtis J. Cornelious, Mayor

ATTEST:

_____

Caitlan Biggs, Town Secretary

ATTACHMENT – EXHIBIT A

Habibi Hookah Lounge
14111 King Rd. Unit 200
Frisco, TX 75036

LETTER OF INTENT

August 23, 2022

Town of Little Elm
100 W. Eldorado Parkway
Little Elm, TV 75068

RE: Special Use Permit for Hookah License

To Whom It May Concern,

Please accept this letter of intent to permit the use of hookah, food, and alcohol at Habibi Hookah Lounge. The purpose of this request is to be able to provide customers a setting where they can grab a bite to eat, while smoking hookah and/or enjoying a drink in a relaxed, aesthetic environment. We plan on serving authentic Middle Eastern food. From popular appetizers like hummus, cheese/meat pies, tabouli and fattoush salads, to entrees like beef/chicken shawarma, beef kabob plates and much more. We do not plan on having a full bar; instead a list of specialty drinks like Margaritas, Mojitos, etc., for individuals to enjoy with their food and hookah. Habibi means “Friend” in Arabic which is why our mission is to provide the best customer service along with an elegant lounge where anyone would feel welcome coming in. There will also be training to ensure our employees are prepared to provide the best quality of service and meet safety requirements. Habibi Hookah Lounge will be a positive addition to the already developing marketplace surrounding the current bars and restaurants across the street. As there are other competitors in neighboring cities of Little Elm, we will ensure that the best offers are provided to our customers. The environment will be maintained for friends and families to enjoy our services and relax.

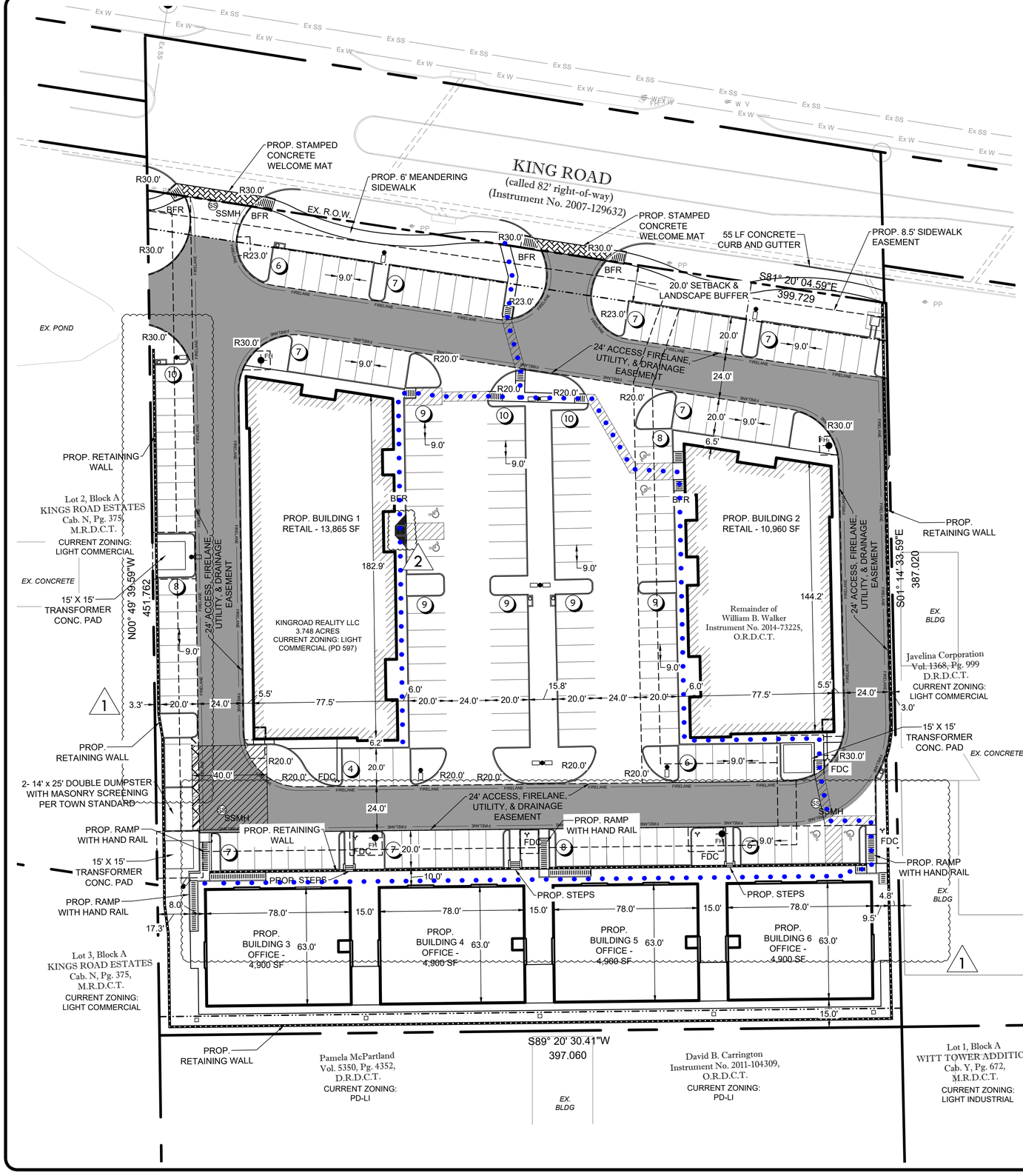
My intended hours of operation are as follows:

Monday through Saturday
10AM – 12AM

Sunday
10AM – 10PM

Thank You,

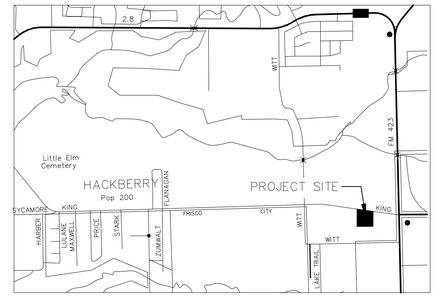
Samer Abuaita



GRAPHIC SCALE

0 30 60 FEET

SCALE: 1" = 30'



SITE MAP

N.T.S.

SITE DATA SUMMARY CHART
(by phase and in total) to include the following items

Site Data Summary	*Proposed*
Existing Zoning	LC
Land Use Designation	OFFICE/RETAIL
Gross Acreage	3.748
Net Acreage	3.748
Percent of Site Coverage	26.8%
Area of Open Space	-
Percentage of Open Space	-
Percentage of Landscape	15.0%
Area of Impervious Coverage	140,997
Percentage of Impervious Coverage	85.0%
Proposed Building Area *(square footage footprint)*	44,425
Number of Single-Story Buildings	6
Maximum Building Height	60
Proposed Floor Area	44,425
Proposed Floor Area by Use	RETAIL 24,825
	OFFICE 19,600
Required Parking	175
Provided Parking	176
Standard	170
Handicap	6
Total	176

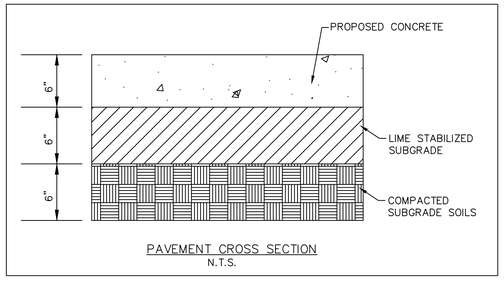
LEGEND

- PROPOSED FACE AND BACK OF CURB
- PROPOSED FIRE LANE PAVEMENT
- FIRE LANE STRIPING (FIRELANE)
- RETAINING WALL
- PROPOSED CURB INLET
- PARKING COUNT (1)

NOTE:
1. ALL SIGNAGE IS APPROVED VIA A SEPARATE PERMITTING PROCESS.
2. ALL MECHANICAL EQUIPMENT, DUMPSTERS. ROOFTOP UNITS, ETC. SHALL BE SCREENED IN COMPLIANCE WITH THE ZONING ORDINANCE.
3. ALL LIGHT SOURCES, INCLUDING WALL PACKS, LIGHT POLES, AND LIGHTS UNDERNEATH CANOPIES, SHALL BE RECESSED (IE FULL CUTOFFS) WITH NO DROP DOWN BULBS SO THAT ALL LIGHT SOURCES ARE SHIELDED AND NO LIGHT SOURCE IS OTHERWISE VISIBLE.
4. ENHANCED PAVING APPLIES TO THIS SITE. PLEASE CONTACT STAFF IF THE PAVING PLAN IS UNCLEAR.
5. ANY ALTERATION TO THE SITE PLAN, INCLUDING BUIILDING ELEVATION AND LANDSCAPE SUBSTITUTIONS, REQUIRE TOWN APPROVAL THROUGH A REVISED SITE PLAN.
6. ALL SIDEWALKS SHALL BE 3500 PSI CONCRETE.
7. ALL MECHANICAL EQUIPMENT TO BE PLACED ON THE ROOF.

NOTE:
1. PAVEMENT MARKINGS: PAVEMENT MARKINGS SHALL BE PROVIDED IN ACCORDANCE WITH THE TEXAS "UNIFORM TRAFFIC MANUAL FOR PAVEMENT MARKINGS". PARKING STRIPES TO BE PAINTED WHITE PER TOWN OF LITTLE ELM STANDARDS. FIRE LANES SHALL BE STRIPED IN ACCORDANCE WITH THE TOWN OF LITTLE ELM REQUIREMENTS. ALL HANDICAP SYMBOLS, SIGNAGE AND PAVEMENT MARKING SHALL COMPLY WITH TAS AND ADA STANDARDS.
2. ADA CROSS WALKS AND WELCOME MATS: WELCOME MATS AND ADA CROSS WALKS SHALL BE PROVIDED WITH AN INTEGRAL COLOR WITH STAINED CONCRETE IN ACCORDANCE WITH THE TOWN OF LITTLE ELM REQUIREMENTS, SEE CX.X

DIMENSION NOTES
1. ALL DIMENSIONS FROM THE FACE OF CURB UNLESS NOTED OTHERWISE.
2. ALL CURB RADII SHALL BE 3' AT FACE OF CURB UNLESS NOTED OTHERWISE.
3. ALL PARKING SPACES ARE 9' IN WIDTH.



PAVEMENT CROSS SECTION
N.T.S.

****NOTICE TO CONTRACTORS - UTILITIES****

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF ANY EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, THE GOVERNING MUNICIPALITY, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION PROVIDED IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

811 Know what's below. Call before you dig.

kirkman ENGINEERING
4821 Merlot Avenue, Suite 210
Grapevine, Texas 76051
Phone: 817-488-4960

LITTLE ELM

JOB NUMBER:	ARK19002_King Road
DESIGNED BY:	JDG
DRAWN BY:	JDG
CHECKED BY:	PCF
ISSUE DATE:	09-27-2019
REV:	1 - 05/29/2020 Revised Layers
	2 - 08/26/2020 ADA Ramp Revision

09-27-2019
STATE OF TEXAS
PATRICK C. FILSON
108577
LICENSED
PROFESSIONAL ENGINEER

Kirkman Engineering, LLC
Texas Firm No: 15874

KINGS PLAZA

LITTLE ELM, TEXAS

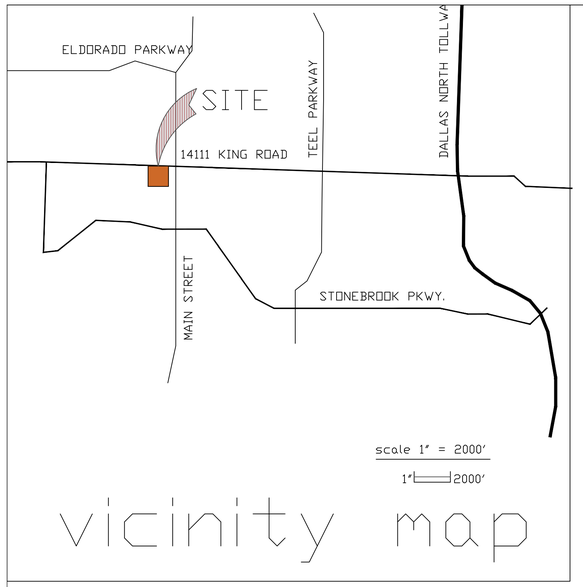
SITE PLAN

SHEET:
C4.0

© Copyright 2021, Kirkman Engineering

FILE PATH: K:\Arch\ARK19002_King Road\Drawings\01_ENGR\03 - Production\Xrefs\ARK19002_King Road\Drawings\01_ENGR\03 - Production\C4.0 SITE PLAN

FILENAME: C4.0 SITE PLAN.dwg
PLOTTED BY: John Gladow
PLOTTED DATE: 10/7/2021



vicinity map

NOTE :

PROJECT ENTAILS INTERIOR FINISH OUT OF EXISTING RETAIL SUITE OF EXISTING RETAIL SHOPPING CENTER NO CHANGES IN SITE WORK FINISH OUT PER OWNER SELECTIONS



PARKING ANALYSIS PLAN

CODE DATA

IBC 2015 INTERNATIONAL BUILDING CODE
IMC 2015 INTERNATIONALl MECHANICAL CODE
IPC 2015 INTERNATIONAL PLUMBING CODE
NEC 2015 NATIONAL ELECTRICAL CODE
IFC 2015 INTERNATIONAL FIRE CODE
IECC 2015 INT. ENERGY CONSERVATION CODE
IC/ANSI A117. 198C ACCESSIBILITY CODE

BUILDING #1
TOTAL 14,420 S.F.
242 TOTAL OCCUPANTS

72 SPACES REQ'D
1 SPACE PER 200 S.F.
72 SPACES PROVIDED √

BUILDING #2
TOTAL 10,290 S.F.
170 TOTAL OCCUPANTS

51 SPACES REQ'D
1 SPACE PER 200 S.F.
51 SPACES PROVIDED √

BUILDING'S #3,4.5 & 6
4,560 EACH, TOTAL 18,240 S.F.
32 TOTAL OCCUPANTS , (8 EACH). X4

23 SPACES EACH REQ'D
1 SPACE PER 200 S.F.
44 TOTAL SPACES REQ'D
52 SPACES PROVIDED √

167 TOTAL PARKING SPACES REQ'D √
175 TOTAL PARKING SPACES PROVIDED

Project Design :
PSA Design Development
RESIDENTIAL & COMMERCIAL CUSTOM SERVICES
Patrick Saucedo
PROJECT MANAGER
(817) 808-2664
Dallas, FTW/TEXAS
Patmanwill@gmail.com
Cad Tech's, & Planners, As-Built and Re-model Code Design Integrations

Owner :
Fast GC
Ka: Hamdan
817 994-2624

King Hookah

TFO Remodel Project

14111 King Road, #200 Little Elm, Denton Co., Tx 75068

REVISION

-ISSUE FOR REVIEW
04-21-2022

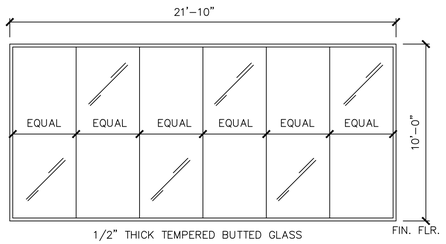
-REVISED PER COMMENTS
ADDED NOTES & VIC. MAP
06-6-2022

-REVISED PER COMMENTS
ADDED NOTES & HC PARK
10-17-2022

CORRECTED PARKING #'S
10-26-2022

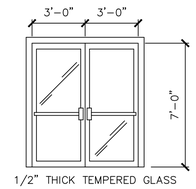
DRAWN BY:	CHECKED BY:
ORIG. DATE:	REV. DATE:
JOB NO.	SHEET NO.
SCALE:	PA1

WINDOW TYPES

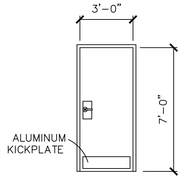


A FIXED GLASS

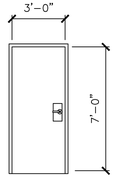
DOOR TYPES



A FULL GLASS



B HOLLOW METAL
INTERIOR



C STEEL
EXTERIOR

Note:

1. EXISTING FIRE SPRINKLER SYTEMS TO REMAIN CHECK OR ADJUST HEADS AS REQUIRED, TYP.
2. EXISTING ELECTRICAL METER AND PANELS TO BE FILLED WITH NEW CIRCUITS PER LANDLORD MAIN IN UTILITY RISER ROOM, PER CODE. EXTERIOR LIGHTING AND ENTRY LITES, TO REMAIN ON AUTOMATIC DAYLITE SENSOR DEVICE CIRCUITS, TYP.

DOOR SCHEDULE			DOOR TYPE	ALUMINUM	HOLLOW METAL	STEEL	WOOD	FRAMES	ALUMINUM	HOLLOW METAL	STEEL	HARDWARE	DOOR CLOSER	KEY LOCK	THUMB LOCK	PANIC HRDWR	THRESHOLD	REMARKS
ITEM	SIZE																	
D100	3'-0" x 7'-0"	A		●					●				●	●				
D101	3'-0" x 7'-0"	B			●					●			●		●			1 HOUR FIRE DOOR SYSTEM
D102	3'-0" x 7'-0"	C					●			●			●					

General Notes:

1. ALL ICE MAKERS, COFFEE MAKERS AND SOFT DRINK DISPENSERS TO HAVE A BACK FLOW PREVENTER PER CITY OF LITTLE ELM SPECIFICATIONS.
2. ALL ICE MAKERS, COFFEE MAKERS AND SOFT DRINK DISPENSERS TO HAVE A ONE INCH (1") AIR GAP AT FLOOR SINKS.
3. ALL EQUIPMENT SHOWN TO BE COMMERCIAL GRADE EQUIPMENT.
4. PROVIDE SOAP AND TOWEL DISPENSERS FOR ALL HANDWASH SINKS.
5. ALL WALLS MUST BE LIGHT IN COLOR, SMOOTH FINISH AND EASY TO CLEAN.
6. CEILING OVER COFFEE MAKER, SOFT DRINK DISPENSER AND ICE MAKER MUST BE SMOOTH FINISH AND EASY TO CLEAN.
7. ALL FLOORS MUST BE WATER TIGHT AND SEALED.
8. ALL RESTROOMS TO BE PROPERLY VENTED TO OUTSIDE.
9. SELF CLOSING DOORS REQUIRED FOR ALL RESTROOMS.
10. ALL LIGHT FIXTURES MUST BE PLASTIC COATED.
11. FOOD PREP SINK MUST HAVE ONE INCH (1") AIR GAP AT FLOOR SINK.
12. WALK-IN COOLER BOX (insulated prefab.).
13. OUTSIDE TRASH DUMPSTER MUST BE LOCATED ON CONCRETE PAD.
14. CEILING AND WALLS IN DRY STORAGE AREA MUST BE SMOOTH FINISH AND LIGHT IN COLOR AND EASY TO CLEAN.

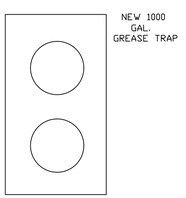
SUP Area: 2,400 SF

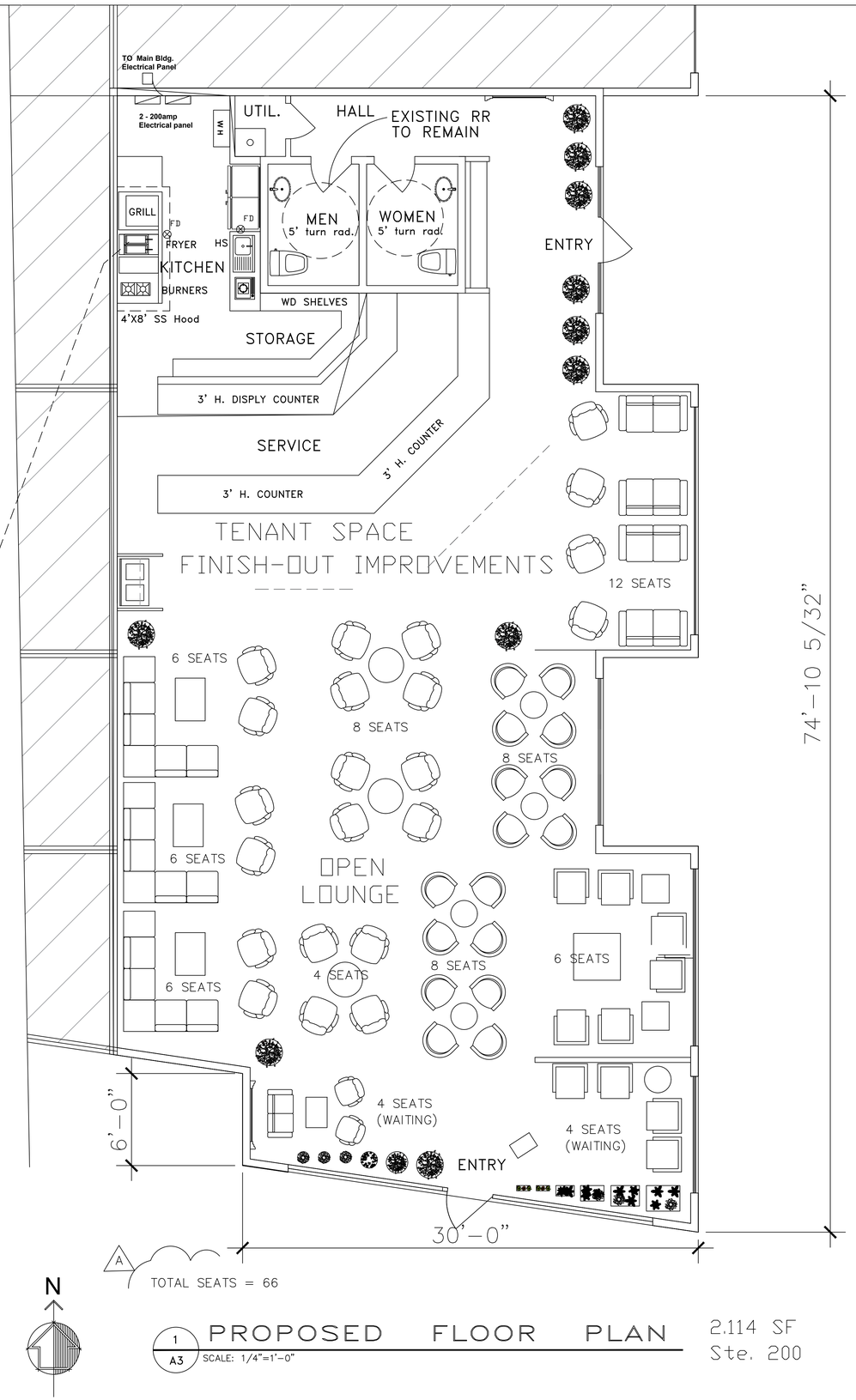
A

Additional Notes:

1. REFERENCE SHEET A3 FOR A.D.A. DETAILS ACCESSIBILTY DETAILS THROUGHOUT.
2. TOTAL SEATS = 66, TOTAL SUP S.F. = 2,548
3. SEPARATE VENTILATION SYSTEM TO COMPLY WITH REQUIREMENTS LISTED IN CHAPTER 70 ARTICLE IX. SMOKING

Grease Trap





1 / A3 PROPOSED FLOOR PLAN — SCALE: 1/4"=1'-0"

2,114 SF
Ste. 200

Project Design :
PSA Design Development
RESIDENTIAL & COMMERCIAL CUSTOM SERVICES
Patrick Saucedo
PROJECT MANAGER
(817) 808-2664
Dallas, FTW/TEXAS
Patmanwill@gmail.com
Cad Tech's, & Planners, As-Built and Re-model Code Design Integrations

Owner :
Bedford Food Brands, Inc.
Bradley Garsee
817 994-2624

King Hookah

TFO Remodel Project

14111 King Road, #200 Little Elm, Denton Co., Tx 75068

REVISION
-ISSUE FOR REVIEW 07-11-2020
-REVISED TO 2 RESTRMS 07-29-2020

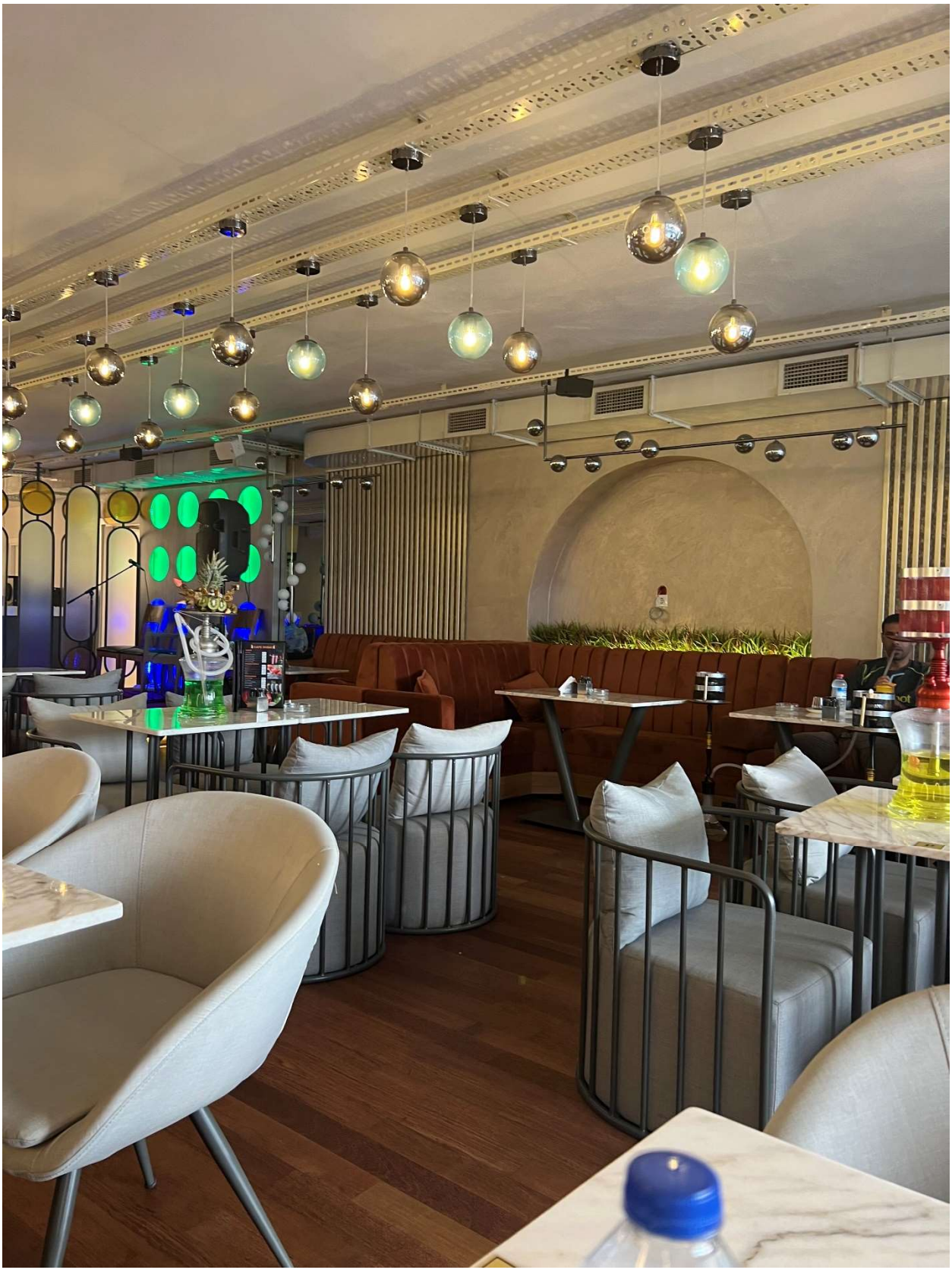
DRAWN BY:	CHECKED BY:
ORIG. DATE:	REV. DATE:
JOB NO.	SHEET NO. A1
SCALE:	

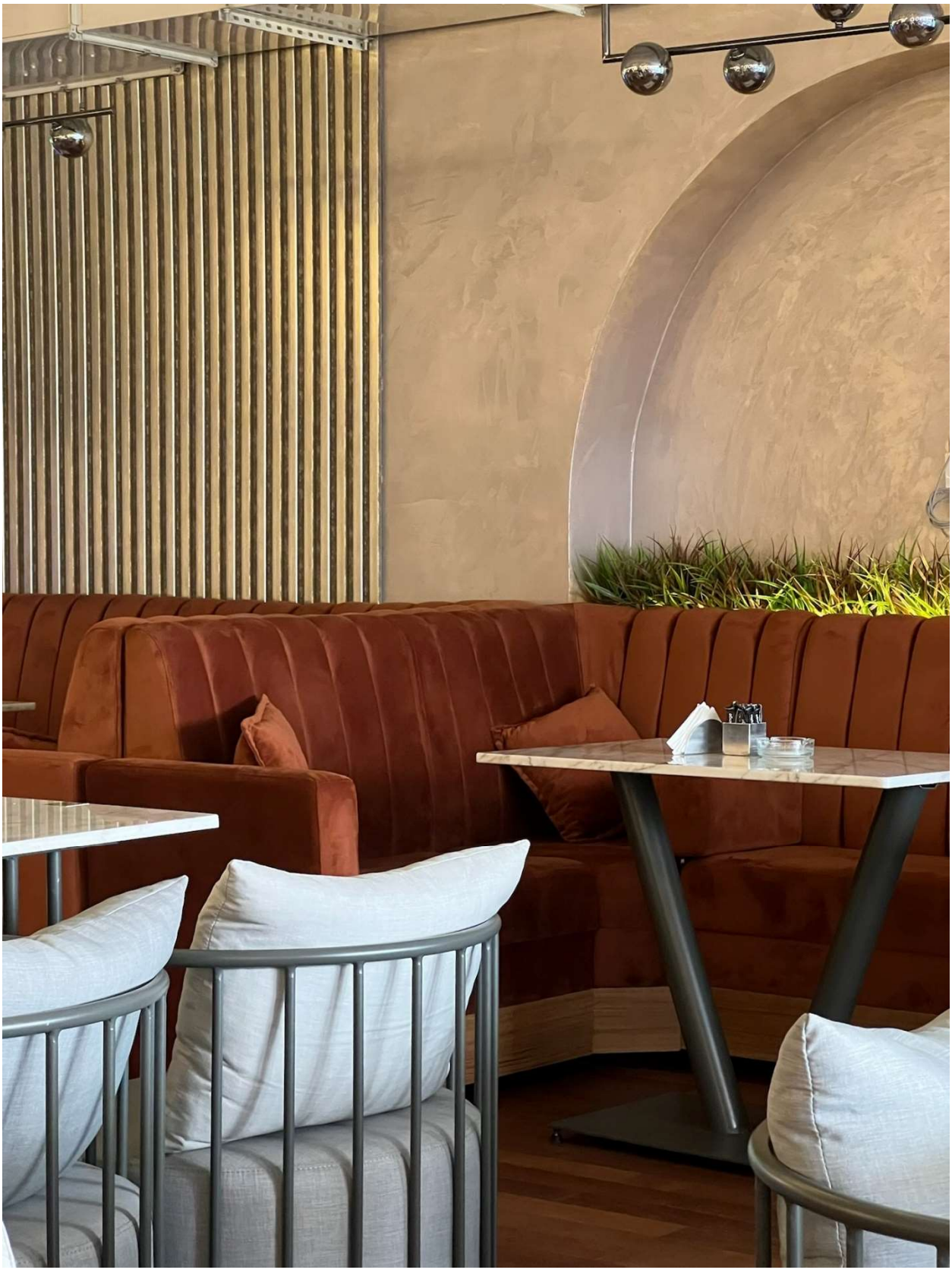












Date:	11/15/2022
Agenda Item #:	6. E.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1691 Regarding a Request to Rezone Approximately 7.22 Acres of Land, Currently Zoned as Planned Development - Light Commercial (LC) Through Ordinance No. 1526, in Order to Amend the Concept Plan to Allow New Commercial Development with Modified Development Standards.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1691:

DESCRIPTION:

Location.
Generally located on the west side of FM 423, approximately 155 feet south of Woodlake Parkway, within Little Elm's town limits.

Background.
Subject property consists of Lot 1 and 2 of Block A and is currently zoned as Planned Development - Light Commercial (PD-LC) through Ordinance No. 1526. The PD Ordinance is based primarily on Light Commercial zoning district with two modified standards and identifies four separate lots, with approved overall concept and landscape plans, and approved facade plans for the buildings on Lot 1, currently under construction. The approved concept plan shows cohesive circulation of the site, but identifies Lot 1 as a mixed-use, retail and restaurant development, Lot 2 and 4 as sit down restaurants, and Lot 3 as a quick service restaurant with a drive-thru, all as separate and individual lots.

At this time, the property owner has interest from two quick service restaurant drive-thru tenants and a medical office tenant who would like to purchase the three remaining lots for development which is technically allowed within the existing PD Ordinance. However, the new tenants require a different lot size and configuration of the previously approved concept plan, which requires the

property owner to go back through the zoning process.

Proposal.
Applicant is requesting to amend the existing PD and concept plan in order to allow the remaining Lot 2 to be split into three commercial lots, to accommodate the new commercial tenants. The previously approved PD indicated that the proposed development will meet all zoning and development standards at the time of adoption in 2019 with the following two modified standards:

1. Maximum front yard setback – 140 feet
2. Potential minor deviations to the proposed retail development and associated retail center structure shall be subject to the review and approval of the Development Services Director. Proposed deviations determined by the Director as being more than minor shall be subject to the discretion of Town Council.

While not explicitly stated within the PD Ordinance text, the previous concept plan approval captured decreased landscape buffer and planting requirements where the property was adjacent to the existing residential use. The captured landscape buffer adjacent to residential was indicated as 10 feet on the concept plan, where typically 20 feet is required, and only one row of trees, where double row of tree planting is typically required. As part of the new request, the applicant is proposing to slightly increase this residential adjacency buffer to 11.5 feet along the southern boundary and 12.4 feet along the western boundary. For clarity, the new request will capture this allowance within the text as well as on the concept plan.

The requested amendment will maintain that Lot 1 was subject to the 2019 regulations subject to the two modified standards, but will capture the revised new concept plan and will add that while the concept plan shows the general layout of each lot, Lots 2, 3, and 4 are still subject to the most current zoning and site development regulations (inclusive but not limited to zoning, landscaping, parking, lighting, building design and facades, etc.) with the following modified standards:

- Maximum front yard setback – 140 feet

- Minimum lot area for Lot 2 is .9068 acres and Lot 3 is .8550 acres.
- Minimum landscape buffer between Lot 1 and 2 is 4 feet 9 inches.

In addition to the modified standards as listed above, the applicant has agreed to add the following language with regard to ensuring quality and cohesive building design:

> Architectural Standards: All proposed buildings will fully comply with the minimum design elements listed in Chapter 106, Division 1. - Exterior Construction and Architectural Design Standards, Sec. 106.06.05 - Architectural Standards for Commercial Structures (includes office, retail, commercial, mixed use, etc.), as amended, with no additional modifications. All proposed buildings will be designed in a manner which, using similar elements of quality construction and non?conflicting color scheme(s), ensures a cohesive overall development.

It should be noted that the Town has recently amended the Zoning Ordinance to require a Specific Use Permit for all food establishments offering a drive-thru component. Approving the new concept plan will capture the drive-thru use on Lots 2 and 3 as allowed by right, explicitly with the layout as shown on the concept plan. Any future reconfiguration of the site, if deemed significant enough by the Director of Development Services, will be required to come back through the zoning process for review and approval by Town Council.

This request amends the existing district with minor waivers that are similar to most recently approved zoning requests. The PD Ordinance will state that the individual sites will otherwise meet

all requirements of the base zoning district, with the enhanced language for building design. Therefore, no other development plans are provided as part of this request.

If the amendment is approved, each individual lot will subsequently go through the site development review process and will be required to provide development plans, in compliance with the most current zoning and site development requirements, at that time.

Fire. The fire department has reviewed and generally approved the proposed concept plan for the purposes of the zoning request. This is not an approval of the plans for actual construction.

Comprehensive Plan. The future land use of this area is identified as retail/commercial. The proposed uses and development concepts would not conflict with the overall vision.

Commission Findings.
Planning and Zoning Commission heard this item at their regular meeting on October 20, 2022, discussed minor concerns over traffic but saw the overall changes to the PD as positive, and unanimously (5-0) recommended approval, inclusive of the following items to be memorialized as part of the PD Ordinance:

1. Lot 1 is subject to the 2019 zoning and site development regulations, and the concept plan, landscape plan, and facade plans as approved in 2019 through Ordinance No, 1526, with the allowance for a maximum front yard setback of 140 feet.
2. Landscape buffer along residential adjacency shall be at minimum 10 feet, with a single row of tree planting.
3. Lots 2, 3, and 4 shall be generally developed in accordance with the new concept plan, and are subject to the most current Chapter 106 Zoning Ordinance regulations with the following modified standards:
    1. Maximum front yard setback – 140 feet
    2. Minimum lot area for Lot 2 is .9068 acres and Lot 3 is .8550 acres.
    3. Minimum landscape buffer between Lot 1 and 2 is 4 feet 9 inches.
4. Architectural Standards: All proposed buildings will fully comply with the minimum design elements listed in Chapter 106, Division 1. - Exterior Construction and Architectural Design Standards, Sec. 106.06.05 - Architectural Standards for Commercial Structures (includes office, retail, commercial, mixed use, etc.), as amended, with no additional modifications. All proposed buildings will be designed in a manner which, using similar elements of quality construction and non-conflicting color scheme(s), ensures a cohesive overall development.
5. Potential minor deviations to the proposed retail development and associated retail center structure shall be subject to the review and approval of the Development Services Director. Proposed deviations determined by the Director as being more than minor shall be subject to the discretion of Town Council.

BUDGET IMPACT:

This item has no budget impact.

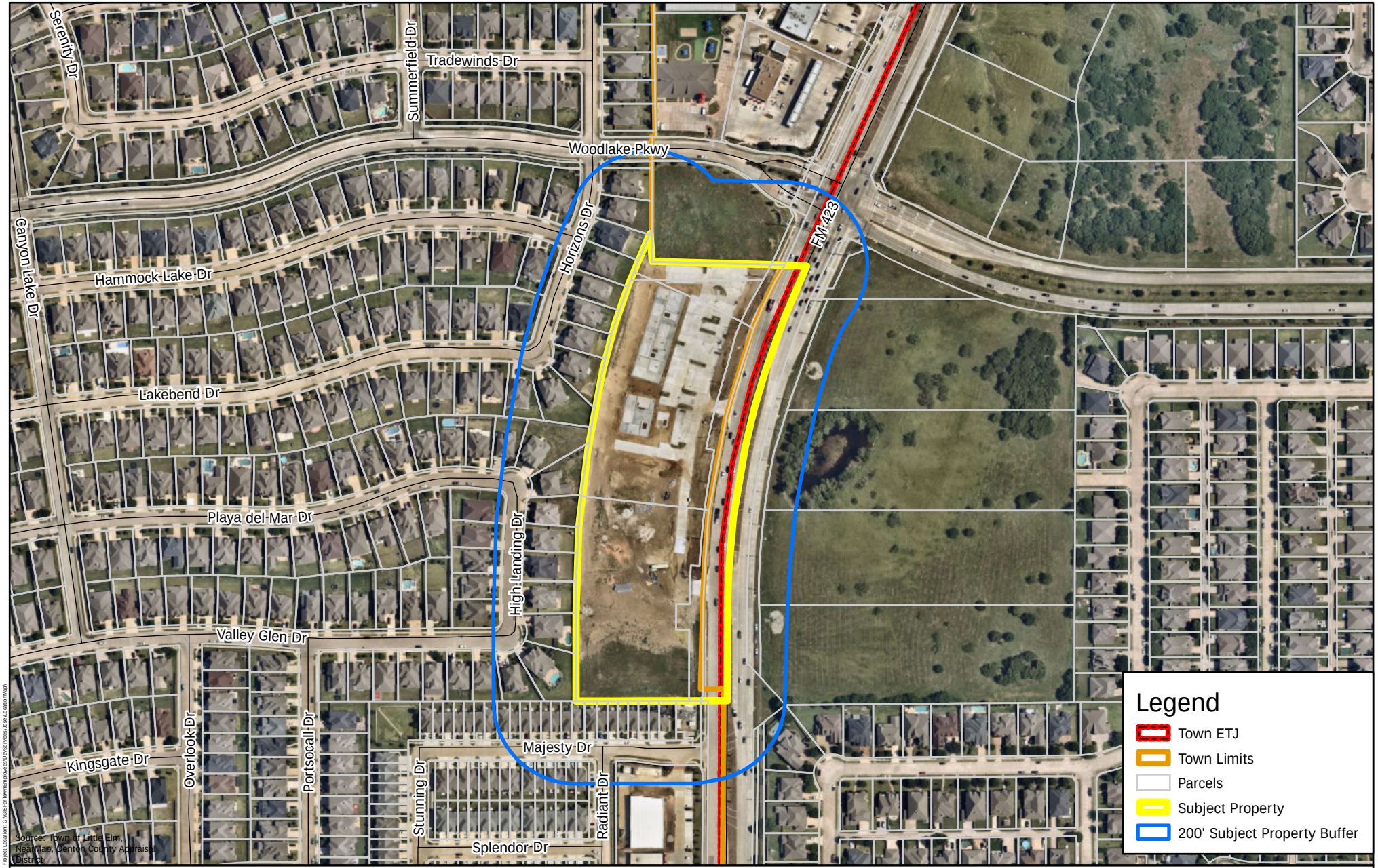
RECOMMENDED ACTION:

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

Attachments

Location Map

Ordinance No. 1691

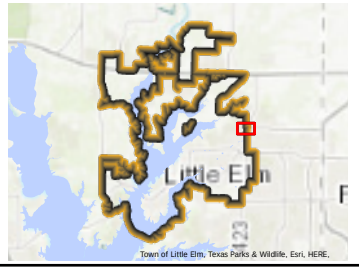


LITTLE ELM

Planned Development (Ord 1526 Amendment) Little Elm Court Zoning Update

0 0.05 0.1
Miles

Town of Little Elm
Denton County, Tx
Date: 10/7/2022



This product is to be used for graphical representation only. The accuracy is not to be taken/ used
as data produced for engineering purposes or by a Registered Professional Land Surveyor
for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed.
Town of Little Elm and its members assume no responsibility for the accuracy of said data.

TOWN OF LITTLE ELM

ORDINANCE NO. 1691

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING PLANNED DEVELOPMENT DISTRICT ORDINANCE NO. 1526, IN ORDER TO AMEND THE CONCEPT PLAN AND ALLOW ADDITIONAL MODIFIED DEVELOPMENT STANDARDS ON 7.22 ACRES OF LAND; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, a request for amendment to an existing Planned Development-Light Commercial (PD-LC) through Ordinance No. 1526 with modified development standards on approximately 7.22 acres of land, more specifically described in the exhibits attached hereto; and

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

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

WHEREAS, at its regular meeting held on October 20, 2022 the Planning & Zoning Commission considered and made recommendations on a request to amend Planned Development-LC (PD-LC) Ordinance No. 1526, Case No. PD-22-05744; and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at

the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the request is in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

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

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

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by amending Planned Development-Light Commercial (PD-LC) Ordinance No. 1526 through changes to concept plan layout and provision of additional modified development standards in order to allow new commercial development, the same generally located on the west side of FM 423, approximately 155 feet south of Woodlake Parkway, within Little Elm Town limits, approximately 7.22 acres of land more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The permitted uses and standards shall be in accordance with the Light Commercial (LC) zoning district, and all current, at the time of development, applicable Site Development Standards within Article VI of Chapter 106 – Zoning Ordinance, unless otherwise specified herein:

1. Lot 1 is subject to the 2019 zoning and site development regulations, and the concept plan, landscape plan, and facade plans as approved in 2019 through Ordinance No, 1526, with the allowance for a maximum front yard setback of 140 feet.

2. Landscape buffer along residential adjacency shall be at minimum 10 feet, with a single row of tree planting.

3. Lots 2, 3, and 4 shall be generally developed in accordance with the new concept plan, and are subject to the most current Chapter 106 Zoning Ordinance regulations, at the time of development, with the following modified standards:

    a. Maximum front yard setback – 140 feet

    b. Minimum lot area for Lot 2 is .9068 acres and Lot 3 is .8550 acres.

    c. Minimum landscape buffer between Lot 1 and 2 is 4 feet 9 inches.

4. Architectural Standards: All proposed buildings will fully comply with the minimum design elements listed in Chapter 106, Division 1. - Exterior Construction and Architectural Design Standards, Sec. 106.06.05 - Architectural Standards for Commercial Structures (includes office, retail, commercial, mixed use, etc.), as amended, with no additional modifications. All proposed buildings will be designed in a manner which, using similar elements of quality construction and non-conflicting color scheme(s), ensures a cohesive overall development.

5. Potential minor deviations to the proposed retail development and associated retail center structure shall be subject to the review and approval of the Development Services Director. Proposed deviations determined by the Director as being more than minor shall be subject to the discretion of Town Council.

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

a) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two year expiration shall be granted if a development application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.

b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council.

c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

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

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

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 15th day of November, 2022.

Town of Little Elm, Texas

_____

Curtis Cornelious, Mayor

ATTEST:

_____

Caitlan Biggs, Town Secretary

Exhibit A

Metes and Bounds

EXHIBIT A

Property Description

Beginning at a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set in the present West line of Farm to Market Road No. 423, a variable width right-of-way, at the Southeast corner of a tract of land described in deed to Panter Creek Montessori, LLC, Eat For Montessori Vision, LLC, recorded in Instrument No. 2015-118498, Official Public Records, Denton County, Texas, same being the Southwest corner of a tract of land described in deed to the State of Texas, recorded in Instrument No. 2011-32148, Official Public Records, Denton County, Texas, and being at the beginning of a curve to the left, having a central angle of 01°28'37", a radius of 1997.86', and a chord bearing and distance of South 24°43'51" West, 51.50';

Thence Southwesterly, along said West line, an arc distance of 51.50' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 531 O" set for corner;

Thence South 26°06'39" West, along said West line, a distance of 77.21' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

Thence South 23°02'00" West, along said West line, a distance of 32.81' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

Thence South 23°03'03" West, along said West line, a distance of 24.81' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 531 O" set for corner;

Thence South 15°40'00" West, along said West line, a distance of 74.49' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner at the beginning of a curve to the left, having a central angle of 06°04'35", a radius of 1999.86', and a chord bearing and distance of South 14°58'12" West, 211.99';

Thence Southwesterly, along said West line, an arc distance of 212.09' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

Thence South 78°02'57" East, a distance of 20.01' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner at the beginning of a non-tangent curve to the left, having a central angle of 08°10'48", a radius of 1979.86', and a chord bearing and distance of South 07°50'31" West, 282.43';

Thence Southwesterly, along said curve to the left, an arc distance of 282.67' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;
Thence North 86°15'24" West, a distance of 21.00' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner at the beginning of a non-tangent curve to the left, having a central angle of 02°19'18", a radius of 2000.86', and a chord bearing and distance of South 02°35'27" West, 81.07';

Thence Southwesterly, along said curve to the left and said West line, an arc distance of 81.08' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

Thence South 01°25'48" West, along said West line, a distance of 12.48' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

Thence North 88°38'57" West, a distance of 32.24' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 531 O" set for comer,

Thence South 00°50'07" West, a distance of 61.96' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for comer,

Thence South 88°34'12" East, a distance of 31.59' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for comer;

Thence South 01°25'47" West, along said West line, a distance of 160.07' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 531 O" set for corner;

Thence North 89°09'00" West, a distance of 285.02' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set in the North line of Lot 51, Block A, of Sunset Place, an addition to the Town of Utile Elm, Denton County, Texas, according to the plat thereof recorded in Volume 2018, Page 73, Plat records, Denton County, Texas, and being at the Southeast corner of Lot 41, Block 95, an addition to the Town of Utile Elm, Denton County, Texas, according to the plat thereof recorded in Volume 2014, Page 177, Plat Records, Denton County, Texas;

Thence North 00°50'43" East, along said East line of said Block 95, a distance of 216.35' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 531 O" set for corner at the beginning of a curve to the right, having a central angle of 00°22'42", a radius of 2279.20', and a chord bearing and distance of North 01°02'21" East, 15.05';

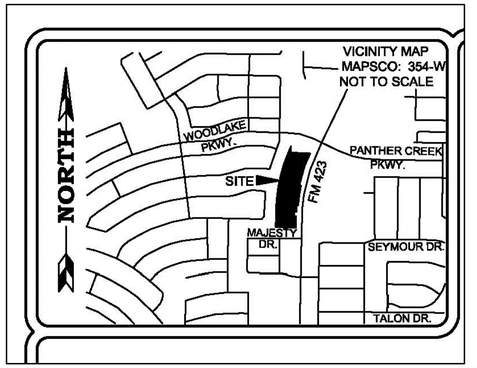
Thence Northeasterly, along said East line and said curve to the right, an arc distance of 15.05' to a 1/2" iron rod found for comer;

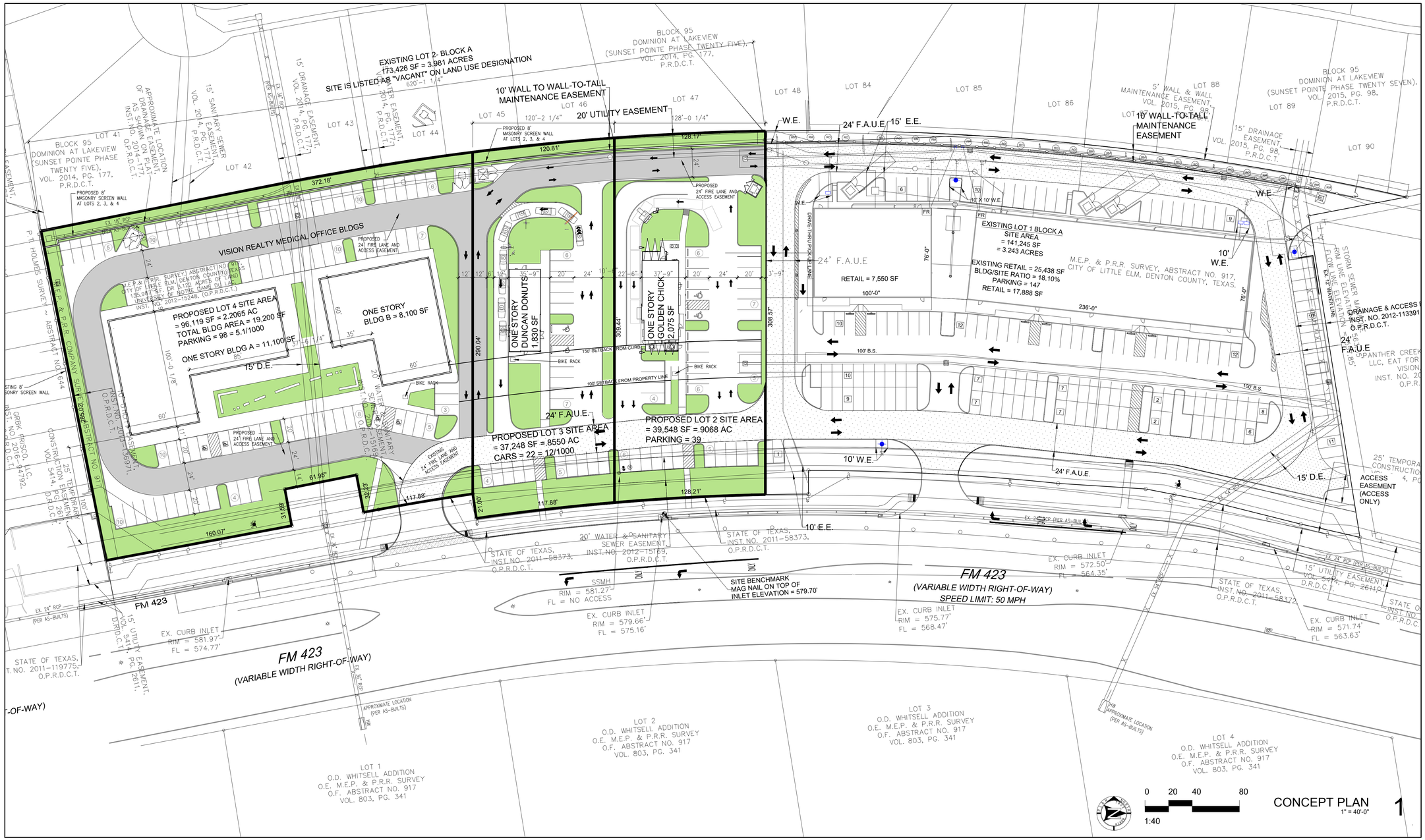
Thence North 01 °59'55" East, along said East line, a distance of 61.65' to a 1/2" iron rod found for corner at the beginning of a curve to the right, having a central angle of 22°01'14", a radius of 2279.70', and a chord bearing and distance of North 13°47'01" East, 870.78';

Thence Northeasterly, along said curve to the right, an arc distance of 876.16' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 531 O" set for corner in the East line of Lot 91, Block 95, of Dominion

Exhibit B

Development Plans





OWNER/DEVELOPER
KM REALTY ADVISORS, LLC
5555 SAN FELIPE, SUITE 510
HOUSTON, TX 77056
713-690-2700
RANDY KEITH
RANDY@KMREALTY.NET

	DATE	ISSUE
1	08-17-2022	PD AMEND- LOTS 2, 3, & 4.
	10-31-2022	REV PER STAFF COMMENT

MICHAEL KRAVETZ AIA
713-299-4520
MICHAEL.KRAVETZ@HVA.CC

REGISTERED ARCHITECT MICHAEL ADAM KRAVETZ 22705 10-31-2022

Heights Venture
ARCHITECTURE DESIGN
HOUSTON
1111 North Loop West, Suite 800
Houston, Texas 77008
DALLAS
5741 Legacy Drive, Suite 320
Plano, Texas. 75024
281 854 6100

LITTLE ELM RETAIL CENTER PROPOSED LOTS 2, 3 & 4

ADDRESSES TO BE DETERMINED
FM 423
LITTLE ELM, TX 75068

Project Number_Phase: 18165	Sheet Size: 24x36
Date/Time Plotted: OCT 31 2022	
Drawn By: MK	Checked By: MK
Project Phase: PD-SCHEMATIC	

PLANNED DEVELOPMENT AMENDMENT -
CONCEPT PLAN

A1.1 PD

© COPYRIGHT 2022 HEIGHTS VENTURE

PROPOSED LOT 2 – GOLDEN CHICK QUICK SERVE RESTAURANT

SITE DATA SUMMARY CHART (by phase and in total) to include the following items:			
Site Data Summary		*Existing*	*Proposed*
Existing Zoning		LC	LC
	Front Setback MIN=20' MAX=100'		150'
	Side Setback	NA	24'/73'
	Rear Setback RES =	35'	104'
Land Use Designation		VACANT	COMMERCIAL
Gross Acreage			.9068
Net Acreage			
Number of Proposed Lots			1
Percentage of Site Coverage			5.2%
Area of Open Space			37,110
Percentage of Open Space			93.9%
Percentage of Landscape			22.9%
Area of Impervious Coverage			29,045
Percentage of Impervious Coverage			73.4%
Proposed Building Area *(square footage footprint)*			2,075
Number of Single-Story Buildings			1
Number of Two-Story Buildings			0
Maximum Building Height			
Proposed Floor Area			2075
Proposed Floor Area by Use			2,075
Required Parking			21
Provided Parking			39
	Standard		37
	Handicap		2
	Total		39
Inventory Parking			
Electric Vehicle Charging Infrastructure			NA
Bicycle Racks			1
Required Loading Spaces			NA

Certification of Submitted Information

I hereby certify that the above stated information is included with the accompanying submission materials. Further, I have included any required conditions of Site Plan, as listed in Section 106.02.15 and of the Landscape Plan, as listed in Section 106.06.13 of the Zoning Ordinance.

[signature] AIA

Applicant's Signature

08/17/2022

Date

Verification of Detailed Information

I hereby confirm that the above detailed information as required by the checklist is complete and accurate to the best of my knowledge. I understand that proper Town staff review of this application is dependent upon the accuracy of the information provided and that any inaccurate or inadequate information provided by me or my firm may delay the proper review of this application.

Applicant's Engineer's Signature

Date

Firm

NA FOR CONCEPT PLAN

PROPOSED LOT 3 – DUNCAN DONUTS

SITE DATA SUMMARY CHART (by phase and in total) to include the following items:			
Site Data Summary		*Existing*	*Proposed*
Existing Zoning		LC	LC
	Front Setback MIN = 20' MAX = 100'		150'
	Side Setback	NA	27' / 63'
	Rear Setback		107'
Land Use Designation		VACANT	COMMERCIAL
Gross Acreage			.8550
Net Acreage			
Number of Proposed Lots			1
Percentage of Site Coverage			5.5%
Area of Open Space			35,194
Percentage of Open Space			94.4%
Percentage of Landscape			24.8%
Area of Impervious Coverage			26,828
Percentage of Impervious Coverage			72.0%
Proposed Building Area *(square footage footprint)*			1,830
Number of Single-Story Buildings			1
Number of Two-Story Buildings			0
Maximum Building Height			
Proposed Floor Area			1,830
Proposed Floor Area by Use			1,830
Required Parking			20
Provided Parking			33
	Standard		31
	Handicap		2
	Total		33
Inventory Parking			
Electric Vehicle Charging Infrastructure			NA
Bicycle Racks			1
Required Loading Spaces			NA

Certification of Submitted Information

I hereby certify that the above stated information is included with the accompanying submission materials. Further, I have included any required conditions of Site Plan, as listed in Section 106.02.15 and of the Landscape Plan, as listed in Section 106.06.13 of the Zoning Ordinance.

AIA

Applicant's Signature

08/17/2022

Date

Verification of Detailed Information

I hereby confirm that the above detailed information as required by the checklist is complete and accurate to the best of my knowledge. I understand that proper Town staff review of this application is dependent upon the accuracy of the information provided and that any inaccurate or inadequate information provided by me or my firm may delay the proper review of this application.

Applicant's Engineer's Signature

Date

Firm

NA FOR CONCEPT PLAN

PROPOSED LOT 4 – VISION REALTY MEDICAL OFFICES

SITE DATA SUMMARY CHART (by phase and in total) to include the following items:			
Site Data Summary		*Existing*	*Proposed*
Existing Zoning		LC	LC
	Front Setback MIN = 20' MAX =	100'	100'
	Side Setback RE = 5' / NA		40' / 18'
	Rear Setback RES = 35'		86'
Land Use Designation		VACANT	COMMERCIAL
Gross Acreage			2.2065
Net Acreage			
Number of Proposed Lots			1
Percentage of Site Coverage			19.9%
Area of Open Space			76,459
Percentage of Open Space			79.5%
Percentage of Landscape			17.9%
Area of Impervious Coverage			75,349
Percentage of Impervious Coverage			78.3%
Proposed Building Area *(square footage footprint)*			19,200
Number of Single-Story Buildings			2
Number of Two-Story Buildings			0
Maximum Building Height			
Proposed Floor Area			19200
Proposed Floor Area by Use			19200
Required Parking			96
Provided Parking			99
	Standard		95
	Handicap		4
	Total		99
Inventory Parking			
Electric Vehicle Charging Infrastructure			NA
Bicycle Racks			1
Required Loading Spaces			NA

Certification of Submitted Information

I hereby certify that the above stated information is included with the accompanying submission materials. Further, I have included any required conditions of Site Plan, as listed in Section 106.02.15 and of the Landscape Plan, as listed in Section 106.06.13 of the Zoning Ordinance.

AIA

Applicant's Signature

08/17/2022

Date

Verification of Detailed Information

I hereby confirm that the above detailed information as required by the checklist is complete and accurate to the best of my knowledge. I understand that proper Town staff review of this application is dependent upon the accuracy of the information provided and that any inaccurate or inadequate information provided by me or my firm may delay the proper review of this application.

Applicant's Engineer's Signature

Date

Firm

NA FOR CONCEPT PLAN

Date:	11/15/2022
Agenda Item #:	6. F.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and KM 423 Partners LP.**

DESCRIPTION:

The attached agreement is to solidify the Planned Development and the intended design of the proposed development as outlined in the associated development documents and plans for Little Elm Court Planned Development.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

Staff recommends Council to consider and execute the attached agreement.

Attachments

Development Agreement - Little Elm Court PD

STATE OF TEXAS	**§**	**DEVELOPMENT AGREEMENT**
	§	**FOR LITTLE ELM COURT PD**
COUNTY OF DENTON	**§**	

This Development Agreement for Little Elm Court Planned Development ("**Agreement**") is entered into between KM 423 Partners, LP ("**Developer**"), whose address for purposes of this Agreement is 5555 San Felipe, Suite 510, Houston Texas 77056, and the Town of Little Elm, Texas ("**Town**"), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. Developer and the Town are sometimes referred herein together as the "**Parties**" and individually as a "**Party**."

Recitals:

1. Developer is the owner of 7.22 acres generally located on the west side of FM 423, approximately 200 feet south of Woodlake Parkway, in the Town of Little Elm, Texas (the "**Property")**, which Property is more particularly described in **Exhibit A** attached hereto.

2. In furtherance of the development of the Property, the Parties have negotiated certain matters regarding the Property as set forth in this Agreement.

3. The Parties seek to memorialize these negotiated matters and to include them in this contractually-binding Agreement.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties do hereby agree as follows:

Section 1. Incorporation of Premises. The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Term. This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so ("**Effective Date**"). This Agreement shall remain in full force and effect from the Effective Date until terminated by the mutual agreement of all of the Parties in writing, or until all obligations in the Agreement have been fulfilled ("**Term**").

Section 3. Agreements. The Parties agree as follows:

A. The negotiated and agreed upon zoning and development standards contained in the Little Elm Court PD Ordinance, attached hereto as **Exhibit B**, which incorporate by reference the general zoning regulations of the Town's zoning ordinance, are hereby adopted and incorporated into this agreement as contractually-binding obligations of the Developer.

Section 4. Miscellaneous.

A. Applicability of Town Ordinances. When the Property is developed, Developer shall construct all structures on the Property, in accordance with all applicable Town

ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.

B. **Default/Mediation**. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

C. **Venue**. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Denton County, Texas.

D. **Relationship of Parties**. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.

E. **Severability**. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

F. **Cumulative Rights and Remedies**. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this

Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

G. **Exhibits**. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

H. **Surviving Rights**. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.

I. **Applicable Laws**. This Agreement is made subject to the existing provisions of the Charter of the Town of Little Elm, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.

J. **Authority to Execute**. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

K. **Amendments**. This Agreement may be only amended or altered by written instrument signed by the Parties.

L. **Headings**. The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.

M. **Entire Agreement**. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

N. **Filing in Deed Records**. This Agreement shall be recorded in the real property records of Denton County, Texas. This Agreement and all of its terms, conditions, and provisions is and shall constitute a restriction and condition upon the development of the Property and all portions thereof and a covenant running with the Property and all portions thereof, and is and shall be binding upon Developer and all of Developer's heirs, successors, and assigns and the future owners of the Property and any portion thereof; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any final platted residential lot upon which a completed home has been constructed.

O. **Notification of Sale or Transfer; Assignment of Agreement**. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "**Assignee**") that is or will

become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement with respect to the portion of the Property transferred to Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor owner, and if the Developer or any Assignee is in default under this Agreement, such default shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting Developer or Assignee. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor developer, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

P. **Sovereign Immunity**. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

Q. **Exactions/Infrastructure Costs**. Developer has been represented by legal counsel, or has had an opportunity to do so, in the negotiation of this Agreement, and been advised, or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Agreement are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

R. **Waiver of Texas Government Code § 3000.001 et seq**. With respect to the improvements constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005.

S. **Rough Proportionality**. Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement. Developer and the Town further agree to waive and release all claims one may have

against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed by this Agreement.

T. Form 1295 Certificate. The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

U. Undocumented Workers Provision. The Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the Town notifies Developer of the violation.

V. Non-Boycott of Israel Provision. In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless Developer is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.

W. Prohibition on Contracts with Certain Companies Provision. In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

X. Report Agreement to Comptroller's Office. Town covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021). [For Chapter 380 Agreements]

Y. Verification Against Discrimination of Firearm or Ammunition Industries. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19,

87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

Z. Verification Against Discrimination Developer Does Not Boycott Energy Companies. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

DEVELOPER
a KM 423 PARTNERS, LP **company**

By: _____

Date: 11-10-22

TOWN OF LITTLE ELM, TEXAS

By: _____
Matt Mueller
Town Manager

Date: _____

ATTEST:

By: _____
Caitlan Biggs
Town Secretary

STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this _____ day of _____, 2022, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By:_____
Notary Public, State of Texas

My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this 10 day of NOVEMBER, 2022, personally appeared RANDALL D. LEITH known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of KM 423 PARTNERS, LP.

[Seal]

STEVEN T STONE
Notary ID #129342754
My Commission Expires
March 22, 2025

By:_____
Notary Public, State of Texas

My Commission Expires: 03/22/25

EXHIBIT A

Property Description

Beginning at a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set in the present West line of Farm to Market Road No. 423, a variable width right-of-way, at the Southeast corner of a tract of land described in deed to Panter Creek Montessori, LLC, Eat For Montessori Vision, LLC, recorded in Instrument No. 2015-118498, Official Public Records, Denton County, Texas, same being the Southwest corner of a tract of land described in deed to the State of Texas, recorded in Instrument No. 2011-32148, Official Public Records, Denton County, Texas, and being at the beginning of a curve to the left, having a central angle of 01°28'37", a radius of 1997.86', and a chord bearing and distance of South 24°43'51" West, 51.50';

Thence Southwesterly, along said West line, an arc distance of 51.50' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 531 O" set for corner;

Thence South 26°06'39" West, along said West line, a distance of 77.21' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

Thence South 23°02'00" West, along said West line, a distance of 32.81' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

Thence South 23°03'03" West, along said West line, a distance of 24.81' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 531 O" set for corner;

Thence South 15°40'00" West, along said West line, a distance of 74.49' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner at the beginning of a curve to the left, having a central angle of 06°04'35", a radius of 1999.86', and a chord bearing and distance of South 14°58'12" West, 211.99';

Thence Southwesterly, along said West line, an arc distance of 212.09' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

Thence South 78°02'57" East, a distance of 20.01' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner at the beginning of a non-tangent curve to the left, having a central angle of 08°10'48", a radius of 1979.86', and a chord bearing and distance of South 07°50'31" West, 282.43';

Thence Southwesterly, along said curve to the left, an arc distance of 282.67' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;
Thence North 86°15'24" West, a distance of 21.00' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner at the beginning of a non-tangent curve to the left, having a central angle of 02°19'18", a radius of 2000.86', and a chord bearing and distance of South 02°35'27" West, 81.07';

Thence Southwesterly, along said curve to the left and said West line, an arc distance of 81.08' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

Thence South 01°25'48" West, along said West line, a distance of 12.48' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

Thence North 88°38'57" West, a distance of 32.24' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 531 O" set for comer,

Thence South 00°50'07" West, a distance of 61.96' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for comer,

Thence South 88°34'12" East, a distance of 31.59' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for comer;

Thence South 01°25'47" West, along said West line, a distance of 160.07' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 531 O" set for corner;

Thence North 89°09'00" West, a distance of 285.02' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set in the North line of Lot 51, Block A, of Sunset Place, an addition to the Town of Utile Elm, Denton County, Texas, according to the plat thereof recorded in Volume 2018, Page 73, Plat records, Denton County, Texas, and being at the Southeast corner of Lot 41, Block 95, an addition to the Town of Utile Elm, Denton County, Texas, according to the plat thereof recorded in Volume 2014, Page 177, Plat Records, Denton County, Texas;

Thence North 00°50'43" East, along said East line of said Block 95, a distance of 216.35' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 531 O" set for corner at the beginning of a curve to the right, having a central angle of 00°22'42", a radius of 2279.20', and a chord bearing and distance of North 01°02'21" East, 15.05';

Thence Northeasterly, along said East line and said curve to the right, an arc distance of 15.05' to a 1/2" iron rod found for comer;

Thence North 01 °59'55" East, along said East line, a distance of 61.65' to a 1/2" iron rod found for corner at the beginning of a curve to the right, having a central angle of 22°01'14", a radius of 2279.70', and a chord bearing and distance of North 13°47'01" East, 870.78';

Thence Northeasterly, along said curve to the right, an arc distance of 876.16' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 531 O" set for corner in the East line of Lot 91, Block 95, of Dominion

EXHIBIT B

PD Ordinance

TOWN OF LITTLE ELM

ORDINANCE NO. 1691

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING PLANNED DEVELOPMENT DISTRICT ORDINANCE NO. 1526, IN ORDER TO AMEND THE CONCEPT PLAN AND ALLOW ADDITIONAL MODIFIED DEVELOPMENT STANDARDS ON 7.22 ACRES OF LAND; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, a request for amendment to an existing Planned Development-Light Commercial (PD-LC) through Ordinance No. 1526 with modified development standards on approximately 7.22 acres of land, more specifically described in the exhibits attached hereto; and

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

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

WHEREAS, at its regular meeting held on October 20, 2022 the Planning & Zoning Commission considered and made recommendations on a request to amend Planned Development-LC (PD-LC) Ordinance No. 1526, Case No. PD-22-05744; and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at

the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the request is in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

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

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

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by amending Planned Development-Light Commercial (PD-LC) Ordinance No. 1526 through changes to concept plan layout and provision of additional modified development standards in order to allow new commercial development, the same generally located on the west side of FM 423, approximately 155 feet south of Woodlake Parkway, within Little Elm Town limits, approximately 7.22 acres of land more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The permitted uses and standards shall be in accordance with the Light Commercial (LC) zoning district, and all current, at the time of development, applicable Site Development Standards within Article VI of Chapter 106 – Zoning Ordinance, unless otherwise specified herein:

1. Lot 1 is subject to the 2019 zoning and site development regulations, and the concept plan, landscape plan, and facade plans as approved in 2019 through Ordinance No, 1526, with the allowance for a maximum front yard setback of 140 feet.

2. Landscape buffer along residential adjacency shall be at minimum 10 feet, with a single row of tree planting.

3. Lots 2, 3, and 4 shall be generally developed in accordance with the new concept plan, and are subject to the most current Chapter 106 Zoning Ordinance regulations, at the time of development, with the following modified standards:

    a. Maximum front yard setback – 140 feet

    b. Minimum lot area for Lot 2 is .9068 acres and Lot 3 is .8550 acres.

    c. Minimum landscape buffer between Lot 1 and 2 is 4 feet 9 inches.

4. Architectural Standards: All proposed buildings will fully comply with the minimum design elements listed in Chapter 106, Division 1. - Exterior Construction and Architectural Design Standards, Sec. 106.06.05 - Architectural Standards for Commercial Structures (includes office, retail, commercial, mixed use, etc.), as amended, with no additional modifications. All proposed buildings will be designed in a manner which, using similar elements of quality construction and non-conflicting color scheme(s), ensures a cohesive overall development.

5. Potential minor deviations to the proposed retail development and associated retail center structure shall be subject to the review and approval of the Development Services Director. Proposed deviations determined by the Director as being more than minor shall be subject to the discretion of Town Council.

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

a) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two year expiration shall be granted if a development application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.

b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council.

c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

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

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

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 15th day of November, 2022.

Town of Little Elm, Texas

_____

Curtis Cornelious, Mayor

ATTEST:

_____

Caitlan Biggs, Town Secretary

Exhibit A

Metes and Bounds

EXHIBIT A

Property Description

Beginning at a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set in the present West line of Farm to Market Road No. 423, a variable width right-of-way, at the Southeast corner of a tract of land described in deed to Panter Creek Montessori, LLC, Eat For Montessori Vision, LLC, recorded in Instrument No. 2015-118498, Official Public Records, Denton County, Texas, same being the Southwest corner of a tract of land described in deed to the State of Texas, recorded in Instrument No. 2011-32148, Official Public Records, Denton County, Texas, and being at the beginning of a curve to the left, having a central angle of 01°28'37", a radius of 1997.86', and a chord bearing and distance of South 24°43'51" West, 51.50';

Thence Southwesterly, along said West line, an arc distance of 51.50' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 531 O" set for corner;

Thence South 26°06'39" West, along said West line, a distance of 77.21' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

Thence South 23°02'00" West, along said West line, a distance of 32.81' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

Thence South 23°03'03" West, along said West line, a distance of 24.81' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 531 O" set for corner;

Thence South 15°40'00" West, along said West line, a distance of 74.49' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner at the beginning of a curve to the left, having a central angle of 06°04'35", a radius of 1999.86', and a chord bearing and distance of South 14°58'12" West, 211.99';

Thence Southwesterly, along said West line, an arc distance of 212.09' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

Thence South 78°02'57" East, a distance of 20.01' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner at the beginning of a non-tangent curve to the left, having a central angle of 08°10'48", a radius of 1979.86', and a chord bearing and distance of South 07°50'31" West, 282.43';

Thence Southwesterly, along said curve to the left, an arc distance of 282.67' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;
Thence North 86°15'24" West, a distance of 21.00' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner at the beginning of a non-tangent curve to the left, having a central angle of 02°19'18", a radius of 2000.86', and a chord bearing and distance of South 02°35'27" West, 81.07';

Thence Southwesterly, along said curve to the left and said West line, an arc distance of 81.08' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

Thence South 01°25'48" West, along said West line, a distance of 12.48' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

Thence North 88°38'57" West, a distance of 32.24' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 531 O" set for comer,

Thence South 00°50'07" West, a distance of 61.96' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for comer,

Thence South 88°34'12" East, a distance of 31.59' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for comer;

Thence South 01°25'47" West, along said West line, a distance of 160.07' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 531 O" set for corner;

Thence North 89°09'00" West, a distance of 285.02' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set in the North line of Lot 51, Block A, of Sunset Place, an addition to the Town of Utile Elm, Denton County, Texas, according to the plat thereof recorded in Volume 2018, Page 73, Plat records, Denton County, Texas, and being at the Southeast corner of Lot 41, Block 95, an addition to the Town of Utile Elm, Denton County, Texas, according to the plat thereof recorded in Volume 2014, Page 177, Plat Records, Denton County, Texas;

Thence North 00°50'43" East, along said East line of said Block 95, a distance of 216.35' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 531 O" set for corner at the beginning of a curve to the right, having a central angle of 00°22'42", a radius of 2279.20', and a chord bearing and distance of North 01°02'21" East, 15.05';

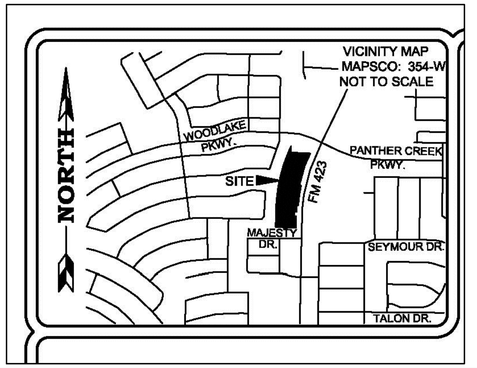
Thence Northeasterly, along said East line and said curve to the right, an arc distance of 15.05' to a 1/2" iron rod found for comer;

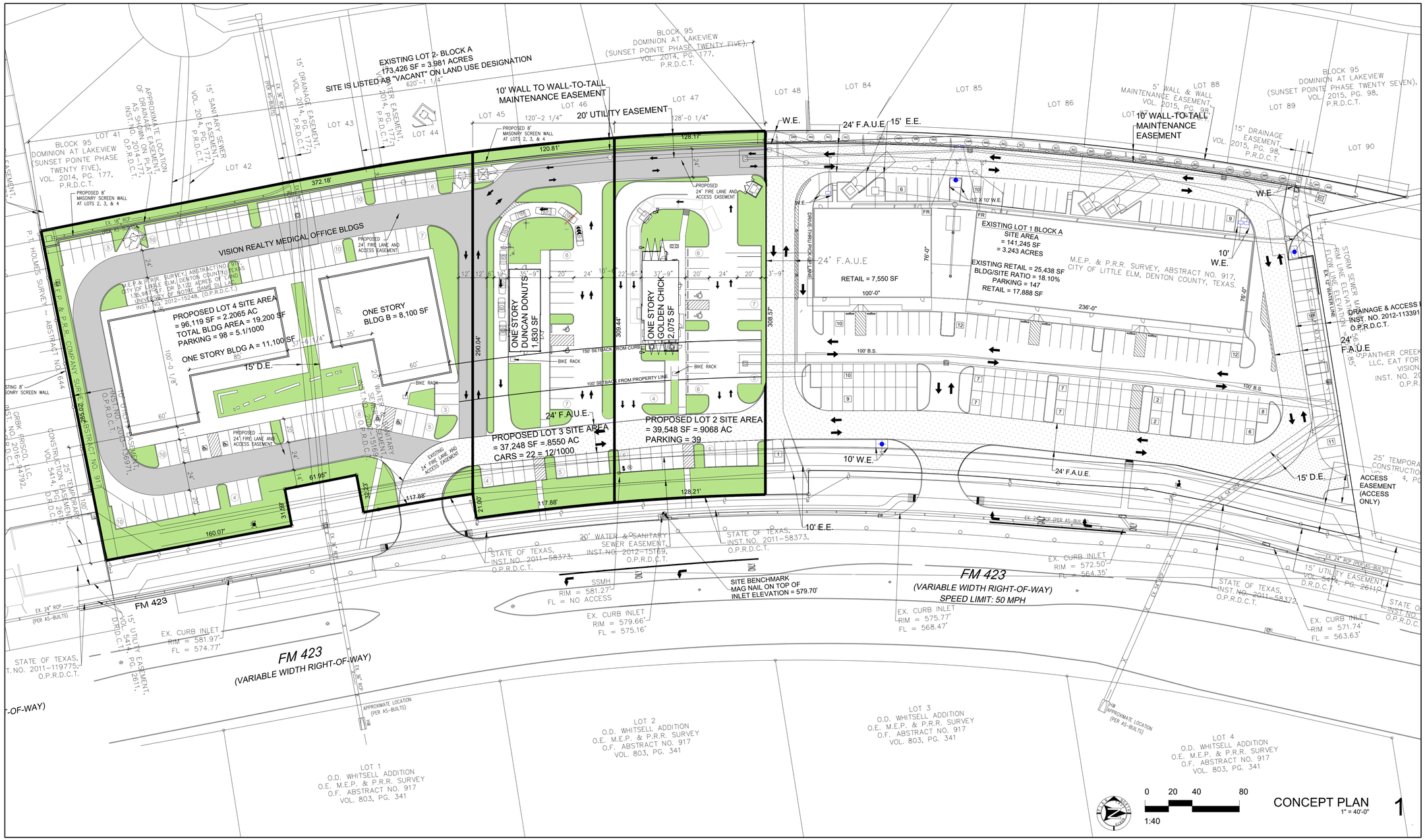
Thence North 01 °59'55" East, along said East line, a distance of 61.65' to a 1/2" iron rod found for corner at the beginning of a curve to the right, having a central angle of 22°01'14", a radius of 2279.70', and a chord bearing and distance of North 13°47'01" East, 870.78';

Thence Northeasterly, along said curve to the right, an arc distance of 876.16' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 531 O" set for corner in the East line of Lot 91, Block 95, of Dominion

Exhibit B

Development Plans





OWNER/DEVELOPER
KM REALTY ADVISORS, LLC
5555 SAN FELIPE, SUITE 510
HOUSTON, TX 77056
713-690-2700
RANDY KEITH
RANDY@KMREALTY.NET

	DATE	ISSUE
1	08-17-2022	PD AMEND- LOTS 2, 3, & 4.
	10-31-2022	REV PER STAFF COMMENT

MICHAEL KRAVETZ AIA
713-299-4520
MICHAEL.KRAVETZ@HVA.CC

REGISTERED ARCHITECT MICHAEL ADAM KRAVETZ 22705 10-31-2022

Heights Venture
ARCHITECTURE DESIGN
HOUSTON
1111 North Loop West, Suite 800
Houston, Texas 77008
DALLAS
5741 Legacy Drive, Suite 320
Plano, Texas. 75024
281 854 6100

LITTLE ELM RETAIL CENTER PROPOSED LOTS 2, 3 & 4

ADDRESSES TO BE DETERMINED
FM 423
LITTLE ELM, TX 75068

Project Number_Phase: 18165	Sheet Size: 24x36
Date/Time Plotted: OCT 31 2022	
Drawn By: MK	Checked By: MK
Project Phase: PD-SCHEMATIC	

PLANNED DEVELOPMENT AMENDMENT -
CONCEPT PLAN

A1.1 PD

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PROPOSED LOT 2 – GOLDEN CHICK QUICK SERVE RESTAURANT

SITE DATA SUMMARY CHART (by phase and in total) to include the following items:			
Site Data Summary		*Existing*	*Proposed*
Existing Zoning		LC	LC
	Front Setback MIN=20' MAX=100'		150'
	Side Setback	NA	24'/73'
	Rear Setback RES =	35'	104'
Land Use Designation		VACANT	COMMERCIAL
Gross Acreage			.9068
Net Acreage			
Number of Proposed Lots			1
Percentage of Site Coverage			5.2%
Area of Open Space			37,110
Percentage of Open Space			93.9%
Percentage of Landscape			22.9%
Area of Impervious Coverage			29,045
Percentage of Impervious Coverage			73.4%
Proposed Building Area *(square footage footprint)*			2,075
Number of Single-Story Buildings			1
Number of Two-Story Buildings			0
Maximum Building Height			
Proposed Floor Area			2075
Proposed Floor Area by Use			2,075
Required Parking			21
Provided Parking			39
	Standard		37
	Handicap		2
	Total		39
Inventory Parking			
Electric Vehicle Charging Infrastructure			NA
Bicycle Racks			1
Required Loading Spaces			NA

Certification of Submitted Information

I hereby certify that the above stated information is included with the accompanying submission materials. Further, I have included any required conditions of Site Plan, as listed in Section 106.02.15 and of the Landscape Plan, as listed in Section 106.06.13 of the Zoning Ordinance.

[signature] AIA

Applicant's Signature

08/17/2022

Date

Verification of Detailed Information

I hereby confirm that the above detailed information as required by the checklist is complete and accurate to the best of my knowledge. I understand that proper Town staff review of this application is dependent upon the accuracy of the information provided and that any inaccurate or inadequate information provided by me or my firm may delay the proper review of this application.

Applicant's Engineer's Signature

Date

Firm

NA FOR CONCEPT PLAN

PROPOSED LOT 3 – DUNCAN DONUTS

SITE DATA SUMMARY CHART (by phase and in total) to include the following items:			
Site Data Summary		*Existing*	*Proposed*
Existing Zoning		LC	LC
	Front Setback MIN = 20' MAX = 100'		150'
	Side Setback	NA	27' / 63'
	Rear Setback		107'
Land Use Designation		VACANT	COMMERCIAL
Gross Acreage			.8550
Net Acreage			
Number of Proposed Lots			1
Percentage of Site Coverage			5.5%
Area of Open Space			35,194
Percentage of Open Space			94.4%
Percentage of Landscape			24.8%
Area of Impervious Coverage			26,828
Percentage of Impervious Coverage			72.0%
Proposed Building Area *(square footage footprint)*			1,830
Number of Single-Story Buildings			1
Number of Two-Story Buildings			0
Maximum Building Height			
Proposed Floor Area			1,830
Proposed Floor Area by Use			1,830
Required Parking			20
Provided Parking			33
	Standard		31
	Handicap		2
	Total		33
Inventory Parking			
Electric Vehicle Charging Infrastructure			NA
Bicycle Racks			1
Required Loading Spaces			NA

Certification of Submitted Information

I hereby certify that the above stated information is included with the accompanying submission materials. Further, I have included any required conditions of Site Plan, as listed in Section 106.02.15 and of the Landscape Plan, as listed in Section 106.06.13 of the Zoning Ordinance.

AIA

Applicant's Signature

08/17/2022

Date

Verification of Detailed Information

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Applicant's Engineer's Signature

Date

Firm

NA FOR CONCEPT PLAN

PROPOSED LOT 4 – VISION REALTY MEDICAL OFFICES

SITE DATA SUMMARY CHART (by phase and in total) to include the following items:			
Site Data Summary		*Existing*	*Proposed*
Existing Zoning		LC	LC
	Front Setback MIN = 20' MAX =	100'	100'
	Side Setback RE = 5' / NA		40' / 18'
	Rear Setback RES = 35'		86'
Land Use Designation		VACANT	COMMERCIAL
Gross Acreage			2.2065
Net Acreage			
Number of Proposed Lots			1
Percentage of Site Coverage			19.9%
Area of Open Space			76,459
Percentage of Open Space			79.5%
Percentage of Landscape			17.9%
Area of Impervious Coverage			75,349
Percentage of Impervious Coverage			78.3%
Proposed Building Area *(square footage footprint)*			19,200
Number of Single-Story Buildings			2
Number of Two-Story Buildings			0
Maximum Building Height			
Proposed Floor Area			19200
Proposed Floor Area by Use			19200
Required Parking			96
Provided Parking			99
	Standard		95
	Handicap		4
	Total		99
Inventory Parking			
Electric Vehicle Charging Infrastructure			NA
Bicycle Racks			1
Required Loading Spaces			NA

Certification of Submitted Information

I hereby certify that the above stated information is included with the accompanying submission materials. Further, I have included any required conditions of Site Plan, as listed in Section 106.02.15 and of the Landscape Plan, as listed in Section 106.06.13 of the Zoning Ordinance.

AIA

Applicant's Signature

08/17/2022

Date

Verification of Detailed Information

I hereby confirm that the above detailed information as required by the checklist is complete and accurate to the best of my knowledge. I understand that proper Town staff review of this application is dependent upon the accuracy of the information provided and that any inaccurate or inadequate information provided by me or my firm may delay the proper review of this application.

Applicant's Engineer's Signature

Date

Firm

NA FOR CONCEPT PLAN

Date:	11/15/2022
Agenda Item #:	6. G.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1692 Regarding a Proposed Text Amendment to Chapter 106, Zoning Ordinance, by Amending Sec. 106.01.14 - Land Use Definitions, in Order to Establish a Definition for "Family".**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1692:

DESCRIPTION:

Background.
Concerns were raised to Staff regarding occupancy of single-family structures and the Town's ability to regulate and enforce these areas to ensure zoning compliance. Chapter 106 - Zoning Ordinance, identifies several different types of residential districts, covering a wide range of densities and home types allowed within each district.

Single-family zoning districts specifically require predominantly detached single-family dwellings, defined as:

> *A platted lot containing one dwelling unit, not attached to any other dwelling by any means and is surrounded by open space or yards, designed and constructed for occupancy by one family and has no physical connection to a building located on any other separate lot or tract.*

Currently, Chapter 106 - Zoning Ordinance does not define "family."

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

This item has not yet received a recommendation from the Planning and Zoning Commission.

Staff requests the item be tabled until December 6, 2022.