LITTLE ELM

WORKSHOP & REGULAR MEETING OF THE TOWN COUNCIL

Tuesday, June 20, 2023
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 the **Highway 380 Municipal Management District No. 1, Commonly Known as Union Park.**

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   C. Items to be Withdrawn from Consent Agenda.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. Recognition of **Fire Station 3 C Shift Team for Receiving a Life-Saving Award from the Town of Cross Roads.**

B. Recognition of **Jennette Espinosa and Fred Gibbs for Graduating from the Urban Land Institute's Center for Leadership.**

C. Recognition of the **Little Elm Area Youth Sports Association (LEAYSA) Baseball Teams.**

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 551.007, 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 June 6, 2023, Regular Town Council Meeting.**

B. Consider Action to Approve **Resolution No. 0620202301 Giving Consent to the Issuance of Unlimited Tax Road Bonds and Unlimited Tax Utility Bonds by Highway 380 Municipal Management District No. 1 (Union Park).**

C. Consider Action to Approve an **Agreement Between Freese and Nichols, Inc. and the Town of Little Elm to Perform the Preliminary Design for Upsizing the 24-inch Water Distribution Mains at the Mansell Pump Station in an Amount not to Exceed $100,000.**

D. Consider Action to Approve the **Second Amendment to Ground Lease Purchase Agreement between Little Elm Economic Development Corporation and Little Elm Hospitality, LLC.**

E. Consider Action to Approve the **Special Warranty Deed between Little Elm Economic Development Corporation and Little Elm Hospitality, LLC.**

F. Consider Action to Approve the **Participation Agreement between the Little Elm Economic Development Corporation and York Little Elm, LLC.**

G. Consider Action to Approve a **Ground Lease Agreement between Little Elm Economic Development Corporation and Hula Hut Little Elm, LLC.**

H. Consider Action to Approve the **Termination Agreement of the Chapter 380 Performance Agreement between the Town of Little Elm and Palladium International, INC, for Area 3, Phase 2, the Park.**

I. Consider Action to Approve a **Fireworks Agreement for Fireworks to be sold on Limited Purpose Annexation (LPA) Property for the purpose of Collecting Sales Tax during the season of June 24, 2023, through July 4, 2023.**

J. Consider Action to Approve **Resolution No 0620202302 Determining the Costs of certain Additional Improvement Area #1 Improvements to be Financed within Improvement Area 1 of the Spiritas Ranch Public Improvement District; will approve a Preliminary Service Plan and Assessment Plan, including a Proposed Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Improvements; Directing the filing of the Proposed Assessment Roll with the Town Secretary; and Providing for Noticing and Calling a Public Hearing on July 18, 2023, to Consider an Ordinance Levying Assessments on Property located within Improvement Area #1 of the Spiritas Ranch Public Improvement District; Directing the Filing of the Proposed Assessment Roll with the Town Secretary to make available for Public Inspection; Directing Town Staff to publish and mail Notice, of said Public Hearing; and Resolving Other Matters Incident and Related Thereto.**

K. Consider Action to Award the **Proposed Construction Contract to AUI Partners, LLC for the Cottonwood Park Phase 1 Project.**

L. Consider Action to Approve **Change Order #2 for the Lobo Lane Technology Park Project.**

M. Consider Action to Approve a **Proposed Sewer Easement Located at 904 West Eldorado Parkway.**

N. Consider Action to Approve an **Access Easement Agreement between the Town of Little Elm and 3P Little Elm, LLC.**

6. **Regular Items.**

A. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1710 Regarding a Request for a Specific Use Permit (SUP) for a 3,040 Square-Foot Liquor Store Use, Generally Located in Building 200, 11700 FM 423, Currently Zoned Planned Development with a Light Commercial Base Through Ordinance No. 1691, in Order to Allow for Sale of Alcoholic Beverages for Off-Site Consumption Only.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1710:

B. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1711 Regarding a Request to Rezone Approximately 4.159 Acres of Land, Currently Zoned as Lakefront District (LF), with an SUP for a Daycare Use (Ordinance No. 1462), Generally Located 500 Feet West of the Intersection of E Eldorado Parkway and Hillside Drive, within Little Elm's Town Limits, in Order to Establish a New Planned Development District Based on Lakefront (LF) District Standards, to Capture Existing Nonconforming Development, Expand the Existing Daycare Square Footage, and Allow a New Mixed-Use Commercial/Residential Development with Modified Development Standards.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1711:

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

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).
- 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).
- 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 16th day of June 2023 before 5:00 p.m.

Date:	06/20/2023
Agenda Item #:	1. A.
Department:	Development Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present and Discuss the **Highway 380 Municipal Management District No. 1, Commonly Known as Union Park.**

DESCRIPTION:

At the June 6, 2023, Council Member Andrew Evans requested to table an item on the consent agenda for further discussion regarding the impact on the residents of the issuance of bonds for infrastructure improvements by the Highway 380 Municipal Management District (MMD) No. 1, commonly known as Union Park. The Town must give consent when the MMD intends to issue bonds, which is in accordance with section 375.207 of the Texas Local Government Code and the development agreement between the Town of Little Elm and the Highway 380 MMD No. 1.

Town staff and representatives from the Highway 380 MMD No. 1 will discuss the agreement between the two entities and the resolution for consent that is on the Consent Agenda for Town Council consideration during the regular meeting.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Date:	06/20/2023
Agenda Item #:	3. A.
Department:	Fire
Strategic Goal:	Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact:	Paul Rust, Fire Chief

AGENDA ITEM:

Recognition of **Fire Station 3 C Shift Team for Receiving a Life-Saving Award from the Town of Cross Roads.**

DESCRIPTION:

The Fire Chief and Town Manager will recognize Fire Station 3 C Shift Team for receiving a life-saving award from the Town of Cross Roads for successfully resuscitating an adult Cross Roads resident on Easter Sunday. The members of this team are:

Kyle Tindall, Captain/Medic
Doug Barnes, Battalion Chief
Jacob Moulder, FF/Medic
Kevin LaRocca, FF/Medic
Kylie Skipper, FF/EMT
Joshua Walworth, FF/Medic
Ben Hayes, Driver Operator/Medic
Todd Jamison, FF/Medic
Braeden Waldrop, FF/Medic

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Date:	06/20/2023
Agenda Item #:	3. B.
Department:	Administrative Services
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Matt Mueller, Town Manager

AGENDA ITEM:

Recognition of **Jennette Espinosa and Fred Gibbs for Graduating from the Urban Land Institute's Center for Leadership.**

DESCRIPTION:

The Town Manager will recognize EDC Executive Director Jennette Espinosa and Development Services Director Fred Gibbs for graduating from the Urban Land Institute's Center for Leadership.

This is a nine-month program consisting of seven full-day sessions and two half-day sessions led by outstanding professionals in public and private sector roles in the D-FW area. Each day includes presentations, panel discussions, property tours, small group activities, and project analyses allowing class members insight into various market sectors and broadening their perspectives on current issues and opportunities that are relevant to the North Texas Region. Each class is restricted in size to allow full engagement and collaboration in a small group environment.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

CFL Class 2023

Dallas-Fort Worth

Center for Leadership

PRESENTED BY ULI DALLAS-FORT WORTH



Class of 2023

ULI Dallas-Fort Worth's Center for Leadership (CFL) is a nine-month program consisting of seven full-day sessions and two half-day sessions led by outstanding professionals in public and private sector roles in the D-FW area. Each day includes presentations, panel discussions, property tours, small group activities, and project analyses allowing class members insight into various market sectors and broadening their perspectives on current issues and opportunities that are relevant to the North Texas Region. Each class is restricted in size to allow full engagement and collaboration in a small group environment.

Dallas-Fort Worth

Program days for the Class of 2023 are listed below:

- Region in Context: September 2022
- Regional Development Influences: October 2022
- Finance and Capital Markets: November 2022
- UrbanPlan Workshop: December 2022
- Community Building and Public Policy: January 2023
- Economic Development: February 2023
- Design and Construction: March 2023
- Mini Technical Assistance Panel ("mTAP") Presentation Event: April 2023
- Graduation: May 2023

Graduates of the Class of 2023 can be found listed below:

Sara Bodzy	OTJ Architects
Riley Cannon	TuSimple
Tyler Chapman	VanTrust Real Estate
Clint Coe	JLL
Kimberly Cole	Hillwood
Josh Eadie	NexMetro Communities
Jenette Espinosa	Little Elm EDC
Sarah Fox	Perkins Eastman
Zachary Gensior	Alpine Start Development
Fred Gibbs	Town of Little Elm
Leah Hales	SWA Group
Christopher Hernandez	Kimley-Horn
Ryan Kimura	Premier - Design to Completion
Robert Kunz	Gaedeke Group
Zachary Lamp	HKS, Inc.
Yixiao Liu	TBG Partners
Chris Marble	LRK
Amanda Mata	Peloton Land Solutions
Jason Meuth	MYCON
Monica Miranda	JHP Architecture/Urban Design
Arthur Mironchuk	The Beck Group
Marion Peeschla	International Capital LLC
Jon Redmond	Alliance Tax Advisors
Shai Roos	HDR, Inc.
Chris Shurtleff	The Whiting-Turner Contracting Co.
Elizabeth Trochez	Weaver and Tidwell
Meighan Williams	Cambridge Holdings, Inc.

More information can be found on the ULI DFW website:
https://dallas-fortworth.uli.org/get-involved/cfl/

Questions? Christy Mead, christy.mead@uli.org, or (214) 880-8669.

Dallas-Fort Worth

Date:	06/20/2023
Agenda Item #:	3. C.
Department:	Administrative Services
Strategic Goal:	Ensure strong relationship within the community and region
Staff Contact:	Erin Mudie, Managing Director of Marketing & Communications

AGENDA ITEM:

Recognition of the **Little Elm Area Youth Sports Association (LEAYSA) Baseball Teams.**

DESCRIPTION:

The Mayor Pro Tem will recognize the Little Elm Area Youth Sports Association (LEAYSA) baseball teams for their efforts in the USSSA A/Rec State Tournament: 14U Little Elm Orioles - Finalist, 12U Little Elm Roughriders - Champions, and the 6U LE Orioles - Champions.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Date:	06/20/2023
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 June 6, 2023, Regular Town Council Meeting.**

DESCRIPTION:

The minutes from the June 6, 2023, 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 - June 6, 2023

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 JUNE 6, 2023 - 6:00 p.m.

Present: Mayor Curtis J. Cornelious; Council Member Neil Blais; Council Member Jamell Johnson; Council Member Tony Singh; Mayor Pro Tem Lisa Norman; Council Member Andrew Evans; Council Member Michel Hambrick

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; Doug Peach, Deputy Town Manager; Fred Gibbs, Director of Development Services; Jason Shroyer, Director of Public Works; Kelly Wilson, Chief Financial Officer; Paul Rust, Fire Chief; Robert Brown, Town Attorney; Rodney Harrison, Police Chief

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

Mayor-for-the-Day Pom Hulett called the meeting to order at 6:00 p.m.

A. Present and Discuss **Town Council Joining the National League of Cities and the North Texas Commission.**

Council Member Jamell Johnson gave an overview of the North Texas Commission and the National League of Cities and recommended the Town join both of these organizations.

Town Council asked staff to conduct further research on these organizations and discuss at the Pre-Budget Workshop on June 21.

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

A. Invocation.

Council Member Neil Blais gave the invocation.

B. Pledge to Flags.

C. Items to be Withdrawn from Consent Agenda.

Council Member Andrew Evans requested to pull item 5E for further discussion and a separate vote.

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.

None.

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.

Town Manager Matt Mueller stated that Brew & Que this past weekend was an excellent event and thanked staff for their hard work.

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

None.

3. **Presentations and Recognitions.**

A. Recognition of **Pom Hulett, Mayor for the Day.**

Mayor Cornelious presented Pom with a challenge coin.

B. Present a **Proclamation Recognizing June 2023 as Pride Month.**

Mayor Cornelious presented the proclamation.

C. Present a **Proclamation Recognizing the 25th Anniversary of the Little Elm Public Library.**

Mayor Cornelious presented the proclamation.

D. Recognition of the **Friends of the Little Elm Library Scholarship Recipient.**

Dan Blackwood with the Friends of the Library recognized Mercedes Xiong.

E. Present a **Life-Saving Award to Officer Jada Davis.**

Chief Rodney Harrison presented the life saving award.

F. Recognition of the **Human Resources Department for receiving the 2023 Innovation in Municipal Human Resources Management Award from the Texas Municipal Human Resources Association.**

Mayor Cornelious and Town Manager Matt Mueller recognized the HR department.

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 551.007, Texas Government Code.

None.

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.

Motion by Council Member Neil Blais, seconded by Council Member Jamell Johnson ***to approve the Consent Agenda, except item 5E.***

Vote: 7 - 0 - Unanimously

A. Consider Action to Approve the **Minutes from the May 16, 2023, Regular Town Council Meeting.**

B. Consider Action to Approve the **Quarterly Investment Report for the period ending March 31, 2023.**

C. Consider Action to Approve the **Fiscal Year 2022-2023 Unaudited Quarterly Budget Report for the Quarter Ending March 31, 2023.**

D. Consider Action on **Resolution No. 0606202301 Approving Submission of the Grant Application for Body-Worn Cameras to the Office of the Governor.**

E. Consider Action to Approve **Resolution No. 0606202302 Giving Consent to the Issuance of Unlimited Tax Road Bonds and Unlimited Tax Utility Bonds by Highway 380 Municipal Management District No. 1 (Union Park).**

Deputy Town Manager Doug Peach gave an overview of the item. Council Member Andrew Evans requested this item be tabled until the June 20, 2023 meeting to discuss the history of this item and have a representative from Hillwood present.

Motion by Mayor Pro Tem Lisa Norman, seconded by Council Member Tony Singh ***to table this item until the June 20, 2023 meeting.***

Vote: 7 - 0 - Unanimously

F. Consider Action to Approve **Resolution No. 0606202303 Supporting the Route for the Texas-New Mexico Power Company's Transmission Line.**

6. Regular Items.

A. Continue the Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1709 Regarding a Request to Rezone Approximately 4.13 Acres of Land, Currently Zoned as Light Commercial (LC), Generally Located at 26784 E. University Drive, within Little Elm's Town Limits, in Order to Establish a New Planned Development District Based on Light Commercial (LC) District Requirements with Modified Uses and Development Standards to Allow for New Commercial Development with Auto Repair Focusing on Electrical Vehicles.**

Public Hearing Opened: May 16, 2023 at 6:20 p.m.
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1709:

Managing Director of Planning Olga Chernomorets gave an overview of the item in the attached presentation.

Public Hearing Opened: May 16, 2023 at 6:20 p.m.
Receive Public Comments: None
Close Public Hearing: 7:16 p.m.

Motion by Council Member Neil Blais, seconded by Mayor Pro Tem Lisa Norman ***to approve Ordinance No. 1709 with no conditions.***

Vote: 7 - 0 - Unanimously

B. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Matthew Rinker with Buckman Partnership LTD.**

Motion by Council Member Jamell Johnson, seconded by Council Member Andrew Evans ***to approve the development agreement.***

Vote: 7 - 0 - Unanimously

C. Present, Discuss, and Consider Action on **Appointing a Mayor Pro Tem and Council Liaison Assignments.**

The Mayor recommended the following appointments:

Appoint Jamell Johnson as Mayor Pro Tem
Replace Michael McClellan and appoint Tony Singh to the Economic Development Corporation board as the Council Liaison. Michel Hambrick will retain her current board position.
Appoint Andrew Evans as liaison to the Community Development Corporation board.
Appoint Neil Blais as liaison to the Planning and Zoning Commission/Board of Adjustment
Appoint Andrew Evans, Michel Hambrick, and Lisa Norman as School Board liaisons.
Appoint Lisa Norman as liaison to the Youth Council.
Appoint Jamell Johnson to the Veterans Committee.

Motion by Council Member Jamell Johnson, seconded by Council Member Tony Singh ***to approve the Mayor's recommendation.***

Vote: 5 - 2

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).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

Town Council entered into Executive Session at 7:25 p.m.

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).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

Council reconvened into Open Session at 7:53 p.m. No action taken.

9. Adjourn.

Meeting was adjourned at 7:53 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this 20th day of June 2023.

Date:	06/20/2023
Agenda Item #:	5. B.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Doug Peach, Deputy Town Manager

AGENDA ITEM:

Consider Action to Approve **Resolution No. 0620202301 Giving Consent to the Issuance of Unlimited Tax Road Bonds and Unlimited Tax Utility Bonds by Highway 380 Municipal Management District No. 1 (Union Park).**

DESCRIPTION:

The Highway 380 MMD No. 1 is the district that overlays the Union Park development. The MMD intends to issue $36,000,000 in Unlimited Tax Road Bonds, Series 2023 and $11,000,000 Unlimited Tax Utility Bonds. These bonds are to pay for infrastructure improvements of the district. This consent resolution is in accordance with section 375.207 of the Texas Local Government Code and the development agreement between the Town of Little Elm and the Highway 380 MMD No. 1.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Resolution No. 0620202301

RESOLUTION NO. 0620202301

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS GIVING CONSENT TO THE ISSUANCE OF UNLIMITED TAX ROAD BONDS AND UNLIMITED TAX UTILITY BONDS BY HIGHWAY 380 MUNICIPAL MANAGEMENT DISTRICT NO. 1, A CONSERVATION AND RECLAMATION DISTRICT LOCATED WITHIN THE CORPORATE BOUNDARIES OF THE TOWN.

WHEREAS, the Town of Little Elm, Texas (the "Town") is a Texas municipal corporation as defined by the Texas Local Government Code; and

WHEREAS, Highway 380 Municipal Management District No. 1 (the "District") is a conservation and reclamation district operating pursuant to Chapter 49 of the Texas Water Code and Chapter 375 of the Texas Local Government Code, and is located within the corporate boundaries of the Town; and

WHEREAS, pursuant to Section 375.207 of the Texas Local Government Code, the District is required to obtain the Town's approval of the issuance of bonds prior to the issuance thereof; and

WHEREAS, the District desires to proceed with the issuance of Highway 380 Municipal Management District No. 1, Unlimited Tax Road Bonds, Series 2023, in an amount not to exceed $36,000,000, and Unlimited Tax Utility Bonds, Series 2023, in an amount not to exceed $11,000,000 (collectively, the "Bonds"); and

WHEREAS, the District desires that the Town consent to the issuance of the Bonds.

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

SECTION 1. That the findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. That the Town Council of the Town hereby specifically gives its written consent to the issuance of the Bonds.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on this 20th day of June, 2023.

Curtis J. Cornelious, Mayor
Town of Little Elm, Texas

ATTEST:

Caitlan Biggs, Town Secretary
Town of Little Elm, Texas

(SEAL)

Date:	06/20/2023
Agenda Item #:	5. C.
Department:	Public Works
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Jason Shroyer, Director of Public Works

AGENDA ITEM:

Consider Action to Approve an **Agreement Between Freese and Nichols, Inc. and the Town of Little Elm to Perform the Preliminary Design for Upsizing the 24-inch Water Distribution Mains at the Mansell Pump Station in an Amount not to Exceed $100,000.**

DESCRIPTION:

During the Town's Impact Fee and water model analysis project, it was determined additional capacity was needed for increasing demands in the water distribution system coming out of the Mansell Pump Station along both Red Spruce Drive and Big Leaf Drive. In addition to the existing water lines within the roadways, the Capital Improvement Plan (CIP) calls for an additional 24-inch water line. An evaluation will be completed to determine the possibility of utilizing an abandoned 20-inch water line within Red Spruce Drive.

Freese and Nichols, Inc. will perform a preliminary design and analysis for the routing and alignments of the needed water lines out of the Mansell Pump Station, along with the feasibility of utilizing the abandoned 20-inch water line that is currently in Red Spruce Drive. An analysis of the existing utilities within those roadways will be done to determine available space and construction options for providing the needed capacity for the Town. They will also perform some Subsurface Utility Exploration (SUE), in order to verity the permanent locations of other utilities in the area to assist with the design. Frees and Nichols, Inc. will perform the following tasks:

Task A: Kickoff Meeting and Data Collection

- FNI will initiate a meeting with the Town to discuss project goals, schedule, and requirements, while also gathering information from the Town, hold subsequent meetings for project coordination, maintain regular communication with the Town through various channels to provide progress updates and schedule information, oversee and coordinate all project stakeholders to ensure timely execution, including their team, consultants, Town staff, and utility companies, and coordinate with utility companies impacted by the proposed project improvements.

Task B: Preliminary Design

- FNI will conduct a comprehensive assessment of existing water lines, utilities, rights-of-way, and easements, develop a plan for new water lines that minimizes conflicts and

environmental challenges, inspect the project area with Town representatives to address potential issues and utility relocations, prepare a technical document outlining proposed water line locations considering various factors, create conceptual drawings illustrating the water line paths, and offer a cost estimate for the recommended alignments while incorporating feedback from the Town

This project is budgeted for in the Town's Capital Improvement Plan.

BUDGET IMPACT:

Capital expenditures have been outlined in the Town's Capital Improvement Project List and are funded by impact fees.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Billable Hours

FNI Agreement

Prelim Dsign for Water Line
4/27/2023
Detailed Cost Breakdown

Project Fee Summary		
Basic Services	$	69,200
Special Services	$	21,666
Total Project	$	90,866

Tasks					Labor									
Phase	**Task**	**Activity**	**Basic or Special**	**Task Description**	Scott Maughn	Daniel Huffines	Jacob Durand	Joe Perez	Jim Baddaker	Jessica Vassar	Alan Hutson				**Total Hours**
			Basic	**Project Management**											
				Internal kickoff meeting	2	2	2	2							8
				External kickoff meeting	3	3	3								9
				Manage and coordinate efforts of all invovled in project	8	12	8								28
				Communications - One Page Reports / Periodic client comm etc	2	4	4								10
				Coordinate with franchise utilities	2	4	8								14
				Project Closeout	2	2	4	2							10
				Quality Management											
				Develop quality management plan		2									2
				Senior Advisor	8										8
				Quality Control reviews	2				8	4					14
				Quality Assurance reviews	2										2
				PRELIMINARY DESIGN											
				Meeting with Town	4	3	6								13
				Receive and review available data	2	2	6	8							18
				Develop alignment for proposed water lines	4	12	32	32							80
				Conduct field review of corridor		4	4	4							12
				Attend Town utility coordination meeting	2	2	2								6
				Prepare Tech Memo	4	12	24								40
				Prepare conceptual layout/exhibits		4	24	24							52
				OPCC	2	2	4								8
				Meet with Town on recommended options	4	4	4				4				16
			Special	**SPECIAL SERVICES**											
			Special	SUE	4										4
				Total Hours / Quantity	**57**	**74**	**135**	**72**	**8**	**4**	**4**	**-**	**-**	**-**	**354**

EXHIBIT B - WORK ORDER

MAPS # _____ **MAPS DATE:** _____

CONSULTANT NAME Freese and Nichols, Inc.

Pursuant to and subject to the referenced Master Agreement for Professional Services (MAPS), between the TOWN of Little Elm, Texas ("Owner"), and Consultant, Owner hereby requests that Consultant perform, and Consultant agrees to perform, the work described below upon the terms set forth in said MAPS and in this Work Order:

Work Order #: _____

Consultant Project #: _____

Project Name: Preliminary Design for Bigleaf and Red Spruce Water Lines

INVOICE SUBMITTAL

Billing Period:	Monthly-Through the end of each month, billed by the 10th of the following month.
Invoice Mailing Instructions:	Mail to: TOWN of Little Elm Accounts Payable 100 W. Eldorado Pkwy. Little Elm, TX 75068 Email to: accounts.payable@littleelm.org Include work order number, PO number, billing period, and project name,

OWNER OPTIONAL INFORMATION:

1. **Work Site:** Consultant Offices unless otherwise stated.
2. **Work to be performed:** All work shall be in accordance with the scope listed below and as listed in the Master Agreement for Professional Services.
3. **Drawings / Plans are / are not attached.**
4. **Date and Time to Commence:** Upon Receipt of Purchase Order and Sign Work Order.
5. **Other:** N/A

CONSULTANT PROVIDED INFORMATION:

Scope of Work:

PROJECT DESCRIPTION

During the Town's Impact Fee and water model analysis project it was determined additional capacity was needed for increasing demands in the water distribution system coming out of the Mansell Pump Station along both Red Spruce Drive and Bigleaf Drive. In addition to the existing water lines within the roadways, the Capital Improvement Plan (CIP) calls for an additional 24-inch water line. An evaluation will be completed to determine the possibility of utilizing an abandoned 20-inch water line within Red Spruce Drive.

Freese and Nichols, Inc., will perform a preliminary design and analysis for the routing and alignments of the needed water lines out of the Mansell Pump Station, along with the feasibility of utilizing the abandoned 20-inch water line that is currently in Red Spruce Drive. An analysis of the existing utilities within those roadways will be done to determine available space and construction options for providing the needed capacity for the Town.

SCOPE OF SERVICES

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

Task A: Kickoff Meeting and Data Collection

A1. Kickoff Meeting: FNI will conduct a kickoff meeting with the Town to discuss the scope of work, goals, deliverables, and schedule. A data request memorandum will be presented and discussed.

A2. Meetings: FNI will conduct one additional meeting with the Town (outside of the meetings listed below) for coordination of the project.

A3. Communication: FNI will communicate status, progress, schedule updates and general project information with the Town vis email, phone/Teams meetings, and monthly reports.

A4. Manage and Coordination: Manage and coordinate the efforts of all involved in the project, including internal design team, the sub-consultants, the Town Staff, and the franchise utilities. Provide oversight of the schedule during the engineering process, to attempt to maintain the Town's desired schedule.

A5. Franchise Utilities: Coordination with the franchise utilities that are impacted by the proposed improvements.

Task B: Preliminary Design

B1. Obtain and review all available data for the proposed water line routes and existing utilities, rights-of-way, and easements.

B2. Develop an alignment for the proposed water lines within both roadways. Routes will be selected to avoid or minimize impacts to areas that may cause schedule delays or higher costs due to utility conflicts, environmental, permitting, easement or engineering issues.

B3. Conduct field review, with representatives of the Town, of the project corridor to ensure avoidance or minimization of environmental, permitting, and engineering issues and determine presence of any additional constraints.

B4. Attend Town's Utility coordination meeting to coordination with franchise utilities that are impacted by the proposed improvements. Incorporate any proposed utility relocations into the preliminary design plans.

B5. Prepare a Technical Memorandum (TM) of the proposed water line locations and feasibility of utilizing the existing/abandoned water line in Red Spruce Drive. The TM will indicate available spacing, conflicting utilities, impacts to traffic and residential access, etc.

B6. Prepare a conceptual layout consisting of horizontally represented exhibits illustrating the proposed alignments of the new water lines in both roadways with aerial backgrounds. A pdf file of the exhibits will be submitted to the Town for review. The exhibits will utilize information provided by The Town, franchise utilities and available right-of-way information.

B7. Submit the Engineer's probable cost opinion for the recommended water line alignments and recommendations.

B8. Meet with the Town of Prosper to review the recommended alignments. Update the exhibit water line alignment based on Town comments.

SPECIAL SERVICES: FNI shall render the following professional services in connection with the development of the Project:

Task C: Subsurface Utility Engineering (SUE) -

CobbFendley (CF) will perform the SUE work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:

- Quality Level D (QL "D") – Information derived from existing records.
- Quality Level C (QL"C") – QL "D" information supplemented with information obtained by surveying visible above-ground utility features (i.e. valves, hydrants, meters, manhole covers, etc.).
- Quality Level B (QL "B") – Two-dimensional (x, y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating" this quality level provides the horizontal position of subsurface utilities within approximately one foot.
- Quality Level A (QL "A") – Also known as "locating", this quality level provides precise three-dimensional (x, y, z) information at critical locations by exposing specific utilities. Non-destructive vacuum excavation equipment is used to expose the utilities at specific points which are then tied down by survey.

It is the responsibility of the SUE provider to perform due-diligence with regards to records research (QL "D") and acquisition of available utility records. The due-diligence provided for this project will consist of contacting applicable "one call" agencies, visually inspecting the work area for evidence of utilities, and reviewing the available utility record information. Utilities not identified through these efforts will be referred to as "unknown" utilities. CF personnel will scan the defined work area using electronic prospecting equipment to search for "unknown" utilities. CF is not responsible for designating and locating "unknown" utilities that were not detected while scanning the work area.

<u>Scope of SUE Services</u>

Based on information provided by Freese and Nichols, Inc. (FNI), CF has developed a preliminary scope for the SUE work required for this project. The scope of work may be modified, with FNI's concurrence, during

the performance of the SUE fieldwork, if warranted by actual field findings.
For this project, CF will provide QL's "B" SUE, as previously defined. The QL "B" will be within full width right of way for the streets shown on the attached exhibit. We expect to find the following utilities: electric, cable television, telephone, fiber optic, storm drain, water, and sanitary sewer and anticipate mapping approximately 13,800 linear feet of utilities for this project. The work limits are generally from:

- Along Red Spruce Drive from Eldorado Parkway going South to the Water Pump Station, and
- Along Big Leaf Drive from FM 423 going East to the Water Pump Station.

Survey for collection of SUE field data will be performed by CF. The processed survey data will be used for preparation of the CAD deliverable.

Inclusions

- Coordination with utility owner's inspectors, as may be required by law or utility owner policy.
- City permit for the project for CF scope of work (if required).

Clarifications and Exclusions

- CF to provide survey control within 500' of the project limits.
- FNI to provide any right of entry needs throughout corridor.
- It is assumed service laterals to residences will not need to be mapped.

Deliverables

As a QL "B" SUE deliverable, CF will produce a SUE CAD file depicting the type and horizontal location of the designated utilities in AutoCAD version 2023 format. The size and material type will be provided only if the information is indicated on available record drawings. FNI or its agent will provide CF with base map/topographic files in electronic format for use in preparing the SUE file.

Schedule of Work

CF can commence work within two (2) weeks of receiving the notice to proceed (NTP). QL "B" SUE field work is estimated to be completed within four (4) workdays. Survey of the QL "B" SUE is estimated to be completed within two (2) workdays.

The deliverables, as previously described, can be submitted within two (2) weeks after survey has been completed.

Compensation

CF will invoice for QL "B" SUE and survey based on the actual number of days worked in the field. If non-routine traffic control measures are required (barricades, flag person, changeable message board, etc.), these services will be considered extra and invoiced at cost.

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. N/A

Time Line: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services within 4 months of notice to proceed.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Town or regulatory reviews,

delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement.

Compensation: Consultant will provide Professional Services as outlined in the scope of work on a lump basis with an estimate to complete the work as follows:

TOTAL BASIC SERVICES (Lump Sum)	**$69,200**
TOTAL SPECIAL SERVICES (CPM)	**$21,666**

ACCEPTANCE:

This Work Order is accepted on the terms set forth herein and in the MAPS referenced above, as indicated by the signatures below.

TOWN OF LITTLE ELM	**FREESE AND NICHOLS, INC.**
Matthew Mueller, TOWN Manager	
	Printed Name & Title
Date	Date

Date:	06/20/2023
Agenda Item #:	5. D.
Department:	Administrative Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve the **Second Amendment to Ground Lease Purchase Agreement between Little Elm Economic Development Corporation and Little Elm Hospitality, LLC.**

DESCRIPTION:

Developer is planning to sell the hotel after receiving a Certificate of Occupancy. Developer is currently in the process of re-platting the hotel parcel for the sale of that parcel. The three remaining pad sites will be re-platted individually and will remain under the ownership of Little Elm Hospitality LLC.

Amendment details are as follows:

- **Eligibility Period** shall mean the Facility is open for business by the public now on or before **July 9, 2023**
- **Opening Date** means the date the Facility is for all practical purposes ready to be open no later than **July 9, 2023**
- **Qualified Expenditures:** documentation of acceptance or approval from the Town of all portions of the Qualified Infrastructure required to be inspected and approved by the Town shall be done on or before **June 5, 2023**
- Documentation of receipt of a final **Certificate of Occupancy** from the Town for the Facility and for all practical purposes ready to be open for business to the public on or before **July 9, 2023**, provided, however, that for purposes of satisfying this condition, Developer shall be entitled to the Economic Incentive upon issuance of the CO for Lot 3R only as depicted in Exhibit A, which is attached hereto and is incorporated herein for all purposes. Further, Lots 7R, 8R and 9R shall be transferred at time of receipt of COC and building final for each lot. Said transfer or transfers shall be addressed by a separate agreement by and between the parties;
- **Job Creation:** This requirement will be moved to the responsibility of the new owner in a separate agreement as that due date will remain **December 31, 2023.**
- **Warranty Deed:** This deed will specify that all parking around the hotel is shared parking
- Agreement **Terminates the hotel lot only,** immediately and without written notice upon the

completion of all required obligations.

BUDGET IMPACT:

There is no direct impact to the budget on this item.

Upon meeting the qualifications and requirements (the "Performance Requirements"), the Developer shall be entitled to the following Economic Incentive payable by the Little Elm EDC in the form of a special warranty deed conveying the Premises to the Developer for the purchase price $10.57 per square foot for 3.39 acres equaling **One Million Five Hundred and Sixty Thousand Eight Hundred and Fifty Five and No/100 Dollars ($1,560,855.00)**, Developer shalt be responsible for all closing costs to acquire the Premises from Little Elm EDC.

In the event the Qualified Infrastructure does not equal the Fair Market Value of **One Million Five Hundred and Sixty Thousand Eight Hundred and Fifty Five and No/100 Dollars ($1,560,855.00)** then Developer shall pay the Little Elm EDC as the purchase price for the Premises at closing the difference between **One Million Five Hundred and Sixty Thousand Eight Hundred and Fifty Five and No/100 Dollars ($1,560,855.00)** less the actual cost of the Qualified Infrastructure.

RECOMMENDED ACTION:

Staff recommends approval of the Second Amendment Ground Lease Purchase Agreement as presented.

Attachments

Second Amendment Ground Lease -Little Elm Hospitality

SECOND AMENDMENT
TO
GROUND LEASE PURCHASE AGREEMENT
FOR PROPERTY IN LITTLE ELM, DENTON COUNTY,
TEXAS

This **SECOND AMENDMENT TO GROUND LEASE PURCHASE AGREEMENT FOR PROPERTY IN LITTLE ELM, DENTON COUNTY, TEXAS** (hereinafter referred to as this "Second Amendment") is made and entered into on the _____ day of _____, 2023, effective as of the Effective Date (as hereinafter defined), by and between the **LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION,** a Texas non-profit corporation (hereinafter referred to as the "Little Elm EDC"), and **LITTLE ELM HOSPITALITY, LLC**, a Texas limited liability company, or its permitted assigns ("Developer").

RECITALS:

WHEREAS, on or about **September 14, 2020**, the Little Elm EDC and Developer entered into that certain Ground Lease Purchase Agreement and Performance Agreement for Property in Little Elm, Denton County, Texas, recorded on August 5, 2021, as Document No. 141349, Receipt No. 20210804000881 in the Official Records of Denton County, Texas, and on June 9, 2022, as Document No. 86014, Receipt No. 20220609000499 in the Official Records of Denton County, Texas (hereinafter referred to as the "Original Agreement"), concerning certain real property located in the Town of Little Elm, Denton County Texas, as more particularly described in the Original Agreement (the "Premises"); and

WHEREAS, on or about **June 6, 2022**, the Little Elm EDC and Developer entered into that certain First Amendment to Ground Lease Purchase Agreement for Property in Little Elm, Denton County, Texas, recorded on June 9, 2022, as Document No. 85611, Receipt No. 20220608000729 in the Official Records of Denton County, Texas (hereinafter referred to as the "First Amendment", together with the Original Agreement, hereinafter referred to collectively as the "Agreement"), concerning the Premises; and

WHEREAS, prior to the Effective Date, the Premises was replatted according to that certain Replat, Palladium Addition, Phase 2, Lots 1R - 9R Block A, recorded on June 2, 2023, under Document No. 2023-184, Order No. 20230602000387 in the Official Records of Denton County, Texas (the "Replat"), such that, as of the Effective Date, the "Premises", as such term is used in the Agreement, consists of four (4) separate lots, consisting of (i) Lot 3R as shown on the Replat (also referred to herein as the "Hotel Lot"), and (ii) Lots 7R, 8R and 9R as shown on the Replat (also referred to herein as the "Retail Lots"); and

WHEREAS, the Little Elm EDC and Developer now desire to amend the Agreement to better address the mutual obligations of the parties hereto.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Little Elm EDC and Developer hereby agree as follows:

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. AMENDMENTS TO THE AGREEMENT.

(a) **Section 1.14, Eligibility Period.** Section 1.14 of the Agreement is hereby deleted in its entirety and replaced as follows:

"1.14 "**Eligibility Period**" shall mean the Facility on the Hotel Lot, as such term is hereinafter defined (such Facility referred to herein as the "**Hotel Facility**") is open for business to the general public on or before **July 9, 2023,** unless such opening date is expressly extended in writing by Little Elm EDC."

(b) **Section 1.27, Opening Date.** Section 1.27 of the Agreement is hereby deleted in its entirety and replaced as follows:

"1.27 **"Opening Date"** means the date upon which the Hotel Facility is open for business, which date shall not be later than **July 9, 2023**, unless such opening date is expressly extended in writing by Little Elm EDC."

(c) **Section 2.3, Opening of Facilities; Continuous Operations.** Section 2.3 of the Agreement is hereby deleted in its entirety and replaced as follows:

"2.3 **Opening of Facilities; Continuous Operations.** The Hotel Facility shall be open for business by not later than **July 9, 2023**, unless such opening date is expressly extended in writing by Little Elm EDC. Developer covenants and agrees that, continuously and uninterruptedly from and after its initial opening for business of the Hotel Facility, it will operate and conduct within the Hotel Facility the business it is permitted to operate and conduct under the provisions of this Agreement, except to the extent the Hotel Facility is rendered untenantable by reason of fire or other casualty, including, but not limited to, pandemics and health restrictions, windstorms, tornadoes and other destructive weather events. As used herein, "open for business", with respect to the retail and/or office buildings comprising the Facilities on the Retail Lots (as hereinafter defined), if any, means the completion and final inspection of all shell improvements for such retail and/or office buildings, but not necessarily the issuance of a certificate of occupancy or the opening for business by subtenants. Developer agrees to conduct its business at all times in a first-class manner consistent with reputable business standards and practices."

(d) **Section 9.1, Economic Assistance**. The first paragraph of Section 9.1 of the Agreement is hereby deleted in its entirety and replaced as follows:

"9.1. **Economic Assistance**. Subject to the terms of this Agreement, the Little Elm EDC will provide Developer economic assistance in the form of Performance Economic Incentives (the "**Economic Incentive**"). Upon meeting the qualifications and requirements set forth in Section 9.2 below (the "**Performance Requirements**"), Developer shall be entitled to the Economic Incentive payable by the Little Elm EDC in the form of a special warranty deed conveying good and indefeasible title to a portion of the Premises (the "**Deed**"), consisting solely of Lot 3R (also referred to herein as the "**Hotel Lot**") on that certain Replat, Palladium Addition, Phase 2, Lots 1R - 9R Block A, recorded on June 2, 2023, under Document No. 2023-184, Order No. 20230602000387 in the Official Records of Denton County, Texas (the "**Replat**") to the Developer for the purchase price determined in Section 9.l(a) below. Developer shall be responsible for all closing costs to acquire the Hotel Lot from Little Elm EDC. Title to the remaining portion of the Premises, consisting of Lots 7R, 8R and 9R on the Replat (also referred to herein as the "**Retail Lots**"), shall be conveyed by the Little Elm EDC to Developer in accordance with Section 9.2(m) below.

(e) **Section 9.2, Performance Requirements for Economic Incentive.** Section 9.2 of the Agreement is hereby deleted in its entirety and replaced as follows:

"9.2 **Performance Requirements for Economic Incentive.** Developer shall be entitled to the Economic Incentive:

(a) [Intentionally deleted]; and

(b) Documentation that Developer has applied for a commercial building permit for the construction of the Hotel Facility and all other proposed Improvements on the Hotel Lot on or before **December 31, 2020** (the **"Building Permit"**); provided, however, Little Elm EDC shall cause the Town to waive all of Developer's Building Permit fees, impact fees, fire protection fees, engineering fees, inspection fees, and all other fees for the construction of the Facilities; and

(c) Documentation that construction has commenced on the Hotel Facility on the Hotel Lot, in accordance with all applicable Town Codes and Ordinances on or before sixty (60) days after the issuance of the aforementioned Building Permit by the Town (the **"Commencement of Construction"**); and

(d) Documentation that Developer or others have performed a subsurface utility evaluation (SUE) to determine the location of existing utilities on the Premises to determine the utilities which may be impacted by the construction of the Qualified Infrastructure. Developer agrees to pay to relocate all utility lines in the area of Eldorado Parkway and Main Street, including, but not limited to, natural gas, water lines, sewer lines, irrigation lines, cable lines, phone lines or Internet lines that are

impacted by the construction of the Qualified Infrastructure as depicted in ***Exhibit B*** of this Agreement; and

(e) Documentation that Developer escrowed a sufficient sum of money with CoServ Electric to pay for the burial of all overhead power lines during construction, that parallel the Premises' fronting on Eldorado Parkway, as outlined in the power line as depicted in ***Exhibit C*** of this Agreement. *See,* CoServ plans for more details. The Town agrees to pay the first $75,000 for burying of said overhead power lines following a construction allowance, if any, provided by CoServ Electric. Developer and Little Elm EDC shall agree upon a time table with CoServ Electric for the burial of such lines; and

(f) Documentation that Developer has escrowed to the Town, in the amount of $75,000 for their contribution toward the construction of the 8 foot masonry wall, by **March 31, 2021**, at the start of construction, which masonry wall shall be constructed by Tenant as part of its construction of the Facilities; and

(g) Documentation of written acceptance or approval (which acceptance or approval shall not be unreasonably delayed or denied) from the Town of all portions of the Qualified Infrastructure required to be inspected or approved by the Town with respect to the Hotel Lot on or before **June 16, 2023**; and

(h) Documentation that Developer has dedicated an access drive easement and cross access that meets Town Ordinances at no cost to the Little Elm EDC or the Town for a fire lane between the Hotel Lot and the adjacent Retail Lots; and

(i) Documentation that Developer covenants and agrees to construct or cause to be constructed the surface parking, paving, and striping in accordance with Town codes and regulations and as depicted in ***Exhibit D*** of this Agreement, which is attached hereto and is incorporated herein for all purposes. Developer covenants and agrees to complete construction of the surface parking prior to any vertical construction or as otherwise approved by the Town. All surface parking shall be public parking open to the general public, but also available to be used by any resident, tenant, employee, visitor, etc., for any of the uses contained within the Premises. Developer covenants and agrees to cause its affiliate to provide payment and performance bonds for the hotel development on the Hotel Lot that will include coverage of the Public Infrastructure; and

(j) Developer covenants and agrees that landscaping on the Hotel Lot shall be similar to the landscaping provided in other Lakefront District Developments and be developed consistent with the applicable planned development (PD) regulations; and

(k) Documentation that the Hotel Facility as completed consists of at least four (4) stories, a minimum of 75 hotel rooms, a minimum 600 square foot meeting space,

an outdoor pool, and a bar on the top floor with architectural designs to capitalize on the lake view, and constructed to a standard generally consistent with other similar hotels in the Dallas/Fort Worth area; and

(l) Documentation that the Hotel Facility is constructed to a standard generally consistent with hotel brands with a STR Chain Scale of Midscale or higher in the Dallas/Fort Worth area; and

(m) Documentation of receipt of a Certificate of Occupancy permitting beneficial use and occupancy of the Hotel Facility (the "**CO**") from the Town for the Hotel Facility and that the Hotel Facility is open for business to the general public on or before **July 9, 2023**, unless such opening date is expressly extended in writing by Little Elm EDC (i.e., the **"Eligibility Period**"); provided, however, that for purposes of satisfying this condition, Developer shall be entitled to the Economic Incentive upon issuance of the CO for the Hotel Facility only. Notwithstanding anything herein, upon the conveyance of the Hotel Lot as required under Section 9.1 above (as evidenced by the recording of the Deed in the real property records of Denton County, Texas), this Agreement with respect to the Hotel Lot only shall automatically terminate and be deemed null and void and of no further force or effect, without any further action by the parties hereto, and neither party shall have any further obligations or liabilities hereunder with respect to the Hotel Lot and the Hotel Facility. On written request of any purchaser from Developer of the Hotel Lot and Hotel Facility, the Little Elm EDC shall execute and deliver a release and termination of the Agreement in a commercially reasonable and recordable form. The parties hereby agree that, notwithstanding anything in this Agreement to the contrary, each of the Retail Lots shall be conveyed upon receipt of the certificate of shell completion or its equivalent for such lot. Notwithstanding anything herein to the contrary, on or before August 31, 2023, the parties hereto hereby agree to amend and restate this Agreement in its entirety, which amended and restated agreement shall be executed on a recordable form mutually acceptable to the parties hereto and relate solely to the use, development and the aforementioned conveyance of the Retail Lots. Notwithstanding anything herein to the contrary, receipt of the CO for the Hotel Facility shall not trigger any of Developer's obligations under Sections 8.1 and 8.2 of this Agreement with respect to the Retail Lots; and

(n) [Intentionally deleted]; and

(o) Documentation that Developer has expended at least **Twelve Million and No/100 Dollars ($12,000,000.00)** (including without limitation the cost of Qualified Infrastructure) consisting of **Nine Million Two Hundred Seventy-Nine Thousand and No/100 Dollars ($9,279,000.00)** for the Hotel Lot and **Two Million Seven Hundred Twenty-One Thousand and No/100 Dollars ($2,721,000.00)** for retail development and the construction cost of the improvements and business personal property on the Retail Lots; and

(p) [Intentionally deleted]; and

(q) [Intentionally deleted]; and

(r) [Intentionally deleted].

For the purposes of this Agreement, "square feet" is defined as the actual square footage in the Hotel Facility owned by the Developer."

(f) **Section 9.3, Submittal of Performance Documentation.** Section 9.3 of the Agreement is hereby deleted in its entirety and replaced as follows:

"9.3 **Submittal of Performance Documentation.** Certificates of Compliance in substantially the form attached as ***Exhibit E*** attached hereto and incorporated herein and supporting documents must be submitted in a format reasonably acceptable to the Little Elm EDC not more than thirty (30) days from the issuance date of the CO for the Hotel Facility."

(g) **Section 9.11, Termination of Economic Assistance.** Section 9.11 of the Agreement is hereby deleted in its entirety and replaced as follows:

"9.11 **Termination of Economic Assistance.** This Agreement may be terminated (1) by mutual written consent of the parties hereto; provided that if the Hotel Lot is under contract to be sold, the consent of the purchaser under such contract must first be obtained to effect any such termination, or (2) by either party hereto upon the failure of the other party hereto to fulfill an obligation as set forth in this Agreement beyond applicable notice and cure periods hereunder. Regardless of Developer's level of attainment of the Performance Requirements as set forth in this Agreement, the Little Elm EDC's obligation to grant the Economic Incentive to the Developer will expire thirty (30) days after the issuance date of CO for the Hotel Facility, except in the event that the Developer has fully complied with the Performance Requirements for such unpaid Economic Incentive, including reasonable compliance with the documentation requirements set forth herein."

(h) **Section 12.3, Transfer Restrictions.** Section 12.3 of the Agreement and all references in the Agreement to Unqualified Transferee(s) are hereby deleted in its entirety and are of no further force or effect.

(i) **Exhibit E**. Exhibit E of the Agreement is hereby deleted in its entirety and replaced with Exhibit E attached hereto and incorporated herein.

SECTION 3. MISCELLANEOUS PROVISIONS.

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

(a) **Amendments.** This Second Amendment constitutes the entire understanding and agreement of the parties hereto as to the matters set forth in this Second Amendment. No alteration of or amendment to this Second Amendment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law and Venue.** This Second Amendment shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Second Amendment shall lie in the state district courts of Denton County, Texas.

(c) **Assignment.** Neither party hereto shall have the right to assign its rights and/or obligations under this Second Amendment, or any interest herein, without the prior written consent of the other party hereto.

(d) **Binding Obligation.** This Second Amendment shall become a binding obligation on the signatories upon execution by all signatories hereto. Little Elm EDC warrants and represents that the individual executing this Second Amendment on behalf of the Little Elm EDC has full authority to execute this Second Amendment and bind the Little Elm EDC to the same. Developer warrants and represents that the individual executing this Second Amendment on Developer's behalf has full authority to execute this Second Amendment and bind it to the same.

(e) **Caption Headings.** Caption headings in this Second Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of the Second Amendment.

(f) **Counterparts.** This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(g) **Effective Date.** The effective date (the "Effective Date") of this Second Amendment shall be the date of the latter to execute this Second Amendment by and between the Little Elm EDC and Developer.

(h) **Ratification.** All of the terms, conditions, and obligations of the Agreement remain in full force and effect except where specifically modified by this Second Amendment.

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

(j) **Time is of the Essence.** Time is of the essence in the performance of this Second Amendment.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed, effective as of the Effective Date.

LITTLE ELM EDC:

LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____
Ken Eaken, President

Date Executed: _____

ATTEST:

_____
Taylor Girardi, Secretary

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the ___ day of _____, 2023, by Ken Eaken, President of the Little Elm Economic Development Corporation, a Texas non-profit corporation, on behalf of said non-profit corporation.

_____
Notary Public, State of Texas

CONSENT:
TOWN OF LITTLE ELM, TEXAS

_____
Curtis J. Cornelious, Mayor
Date: _____

DEVELOPER:

LITTLE ELM HOSPITALITY, LLC,
a Texas limited liability company

By: _____
Kash R. Patel, Managing Member

Date Executed: _____

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2023, by Kash R. Patel, Managing Member of the Little Elm Hospitality, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

EXHIBIT E

LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION
AND
LITTLE ELM HOSPITALITY, LLC

CERTIFICATE OF COMPLIANCE INFORMATION
FOR
ECONOMIC INCENTIVES

I.) Documentation of receipts for Economic Assistance, Qualified Infrastructure, for at least four (4) stories, a minimum of 75 hotel rooms, a minimum 600 square foot meeting space, an outdoor pool, and a bar on the top floor with architectural designs to capitalize on the lake view, and constructed to a standard generally consistent with other similar hotels in the Dallas/Fort Worth area, or before July 9, 2023; and

Documentation provided to the Little Elm EDC will include the following:

- For purposes of the Agreement (as defined below), "Qualified Infrastructure" is defined expenditures found by the Little Elm EDC Board of Directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, together with telecommunications and internet improvements.

- The costs expended by the Developer for the Qualified Infrastructure consistent with Section 501.103 of the Act shall equal or exceed the fair market value of the Premises. In the event the fair market value of the Premises exceeds said Qualified Infrastructure costs, the Developer shall pay the Little Elm EDC at closing of the Premises the difference between the market value of the Premises less the actual costs of the Qualified Infrastructure improvements.

- The information listed above will be provided with the completed and certified Certificate of Compliance for Economic Assistance and Incentives.

II.) Compliance documentation for Economic Incentive must be submitted as required in Article IX, Economic Assistance (Sections 9.2, a through r) of that certain Ground Lease Purchase Agreement and Performance Agreement for Property in Little Elm, Denton County, Texas, recorded on August 5, 2021, as Document No. 141349, Receipt No. 20210804000881 in the Official Records of Denton County, Texas, and on June 9, 2022, as Document No. 86014, Receipt No. 20220609000499 in the Official Records of Denton County, Texas (as amended, the "Agreement"). Capitalized terms used and not defined herein shall have the same meanings set forth in the Agreement.

Documentation provided to the Little Elm EDC will include the following:

- [Intentionally deleted]; and

- Documentation that Developer has applied for a commercial building permit for the construction of the Hotel Facility and all other proposed Improvements on the Hotel Lot on or before **December 31, 2020** (the **"Building Permit"**); provided, however, Little Elm EDC shall cause the Town to waive all of Developer's Building Permit fees, impact fees, fire protection fees, engineering fees, inspection fees, and all other fees for the construction of the Hotel Facility; and

- Documentation that construction has commenced on the Hotel Facility on the Hotel Lot, in accordance with all applicable Town Codes and Ordinances on or before sixty (60) days after the issuance of the aforementioned Building Permit by the Town (the **"Commencement of Construction"**); and

- Documentation that Developer or others have performed a subsurface utility evaluation (SUE) to determine the location of existing utilities on the Premises to determine the utilities which may be impacted by the construction of the Qualified Infrastructure. Developer agrees to pay to relocate all utility lines in the area of Eldorado Parkway and Main Street, including but not limited to natural gas, water lines, sewer lines, irrigation lines, cable lines, phone lines or Internet lines that are impacted by the construction of the Qualified Infrastructure as depicted in ***Exhibit B*** of the Agreement; and

- Documentation that Developer escrowed a sufficient sum of money with CoServ Electric to pay for the burial of all overhead power lines during construction, that parallel the Premises' fronting on Eldorado Parkway, as outlined in the power line as depicted in ***Exhibit C*** of the Agreement. *See,* CoServ plans for more details. The Town agrees to pay the first $75,000 for burying of said overhead power lines following a construction allowance, if any, provided by CoServ Electric. Developer and Little Elm EDC shall agree upon a time table with CoServ Electric for the burial of such lines; and

- Documentation that Developer has escrowed to the Town, in the amount of $75,000 for their contribution toward the construction of the 8 foot masonry wall, by **March 31, 2021**, at the start of construction, which masonry wall shall be constructed by Tenant as part of its construction of the Facilities; and

- Documentation of written acceptance or approval (which acceptance or approval shall not be unreasonably delayed or denied) from the Town of all portions of the Qualified Infrastructure required to be inspected or approved by the Town with respect to the Hotel Lot on or before **June 16, 2023**; and

- Documentation that Developer has dedicated an access drive easement and cross access that meets Town Ordinances at no cost to the Little Elm EDC or the Town for a fire lane between the Hotel Lot and the adjacent Retail Lots; and

- Documentation that Developer covenants and agrees to construct or cause to be constructed the surface parking, paving, and striping in accordance with Town codes and regulations and as depicted in ***Exhibit D*** of the Agreement, which is attached hereto and is incorporated herein for all purposes. Developer covenants and agrees to complete construction of the surface parking prior to any vertical construction or as otherwise approved by the Town. All surface parking shall be public parking open to the general public, but also available to be used by any resident, tenant, employee, visitor, etc., for any of the uses contained within the Premises. Developer covenants and agrees to cause its affiliate to provide payment and performance bonds for the hotel development on the Hotel Lot that will include coverage of the Public Infrastructure; and

- Developer covenants and agrees that landscaping on the Hotel Lot shall be similar to the landscaping provided in other Lakefront District Developments and be developed consistent with the applicable planned development (PD) regulations; and

- Documentation that the Hotel Facility as completed consists of at least four (4) stories, a minimum of 75 hotel rooms, a minimum 600 square foot meeting space, an outdoor pool, and a bar on the top floor with architectural designs to capitalize on the lake view, and constructed to a standard generally consistent with other similar hotels in the Dallas/Fort Worth area; and

- Documentation that the Hotel Facility is constructed to a standard generally consistent with hotel brands with a STR Chain Scale of Midscale or higher in the Dallas/Fort Worth area; and

- Documentation of receipt of a Certificate of Occupancy permitting beneficial use and occupancy of the Hotel Facility (the "**CO**") from the Town for the Hotel Facility and that the Hotel Facility is open for business to the general public on or before **July 9, 2023**, unless such opening date is expressly extended in writing by Little Elm EDC (i.e., the **"Eligibility Period**"); provided, however, that for purposes of satisfying this condition, Developer shall be entitled to the Economic Incentive upon issuance of the CO for the Hotel Facility only. Notwithstanding anything herein, upon the conveyance of the Hotel Lot as required under Section 9.1 of the Agreement (as evidenced by the recording of the Deed in the real property records of Denton County, Texas), the Agreement with respect to the Hotel Lot only shall automatically terminate and be deemed null and void and of no further force or effect, without any further action by the parties hereto, and neither party shall have any further obligations or liabilities hereunder with respect to the Hotel

Lot and the Hotel Facility only. On written request of any purchaser from Developer of the Hotel Lot and Hotel Facility, the Little Elm EDC shall execute and deliver a release and termination of the Agreement in a commercially reasonable and recordable form. The parties hereby agree that, notwithstanding anything in the Agreement to the contrary, each of the Retail Lots shall be conveyed upon receipt of the certificate of shell completion or its equivalent for such lot. Notwithstanding anything herein to the contrary, on or before August 31, 2023, the parties hereto hereby agree to amend and restate the Agreement in its entirety, which amended and restated agreement shall be executed on a recordable form mutually acceptable to the parties hereto and relate solely to the use, development and the aforementioned conveyance of each of the Retail Lots. Notwithstanding anything herein to the contrary, receipt of the CO for the Hotel Facility shall not trigger any of Developer's obligations under Sections 8.1 and 8.2 of the Agreement with respect to the Retail Lots; and

- [Intentionally deleted]; and

- Documentation that Developer has expended at least Twelve Million and No/100 Dollars ($12,000,000.00) (including without limitation the cost of Qualified Infrastructure) consisting of Nine Million Two Hundred Seventy-Nine Thousand and No/100 Dollars ($9,279,000.00) for the Hotel Lot and Two Million Seven Hundred Twenty-One Thousand and No/100 Dollars ($2,721,000.00) for retail development and the construction cost of the improvements and business personal property on the Retail Lots; and

- [Intentionally deleted]; and

- [Intentionally deleted]; and

- [Intentionally deleted].

- The Certificates of Compliance (***Exhibit E***) and supporting documentation must be submitted to the Little Elm EDC for review not more than thirty (30) days from the eligibility date cited for each Economic Incentive.

The maximum amount of Economic Assistance and Incentive is fair market value of the land at One Million Five Hundred Sixty Thousand Eight Hundred Fifty-Five and No/100 Dollars ($1,560,855.00)
The Performance Agreement terminates July 9, 2023
(90 days after the issuance of the CO – _____, 2023)

Date:	06/20/2023
Agenda Item #:	5. E.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve the **Special Warranty Deed between Little Elm Economic Development Corporation and Little Elm Hospitality, LLC.**

DESCRIPTION:

The purpose of this item is to allow the EDC to deed over the land the hotel sits on to the hotel owner per the Ground Lease Purchase Agreement at the time of Certificate of Occupancy.

Little Elm Economic Development Corporation, **("Grantor")**, for and in consideration of the sum of **Ten and No/100 Dollars ($10.00)** cash, and other good and valuable consideration paid to Grantor by Little Elm Hospitality, LLC, **("Grantee")**, the receipt and sufficiency of which are hereby fully acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY, unto Grantee, certain real property in Denton County, Texas, being more particularly described in Exhibit A. (see attached)

BUDGET IMPACT:

Little Elm Hospitality, LLC will pay the Little Elm EDC **Ten and No/100 Dollars ($10.00)** for the Warranty Deed.

There is no budget impact for the conveyance of the land to Little Elm Hospitality, LLC, but this conveyance is based on the Hotel Purchase Agreement's requirement of the Developer meeting the qualifications and requirements in the amount of $ **10.57 per square foot for 3.39 acres equaling Once Million Five Hundred and Sixty Thousand Eight Hundred and Fifty Five and No/100 Dollars ($1,560,855.00).**

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Special Warranty Deed - Little Elm EDC and Little Elm Hospitality

AFTER RECORDING, RETURN TO:

Ms. Jennette Espinosa
Little Elm Economic Development Corporation
100 W. Eldorado Parkway
Little Elm, Texas 75068

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

SPECIAL WARRANTY DEED

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

LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation ("***Grantor***"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) cash, and other good and valuable consideration paid to Grantor by **LITTLE ELM HOSPITALITY, LLC**, a Texas limited liability company ("***Grantee***"), whose address is 14114 Dallas Parkway, Dallas, Texas 75254, Attn: Kash Patel, the receipt and sufficiency of which are hereby fully acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY, unto Grantee, certain real property in Denton County, Texas, being more particularly described in ***Exhibit A*** attached hereto and made a part hereof for all purposes (the "***Land***"), TOGETHER WITH, all and singular, the rights, benefits, privileges, easements, hereditaments, appurtenances, buildings, fixtures, other improvements and interests located thereon or in anywise appertaining thereto.

For the same consideration recited above, Grantor hereby GRANTS, SELLS AND CONVEYS, without warranty, express or implied (except for those warranties of title contained herein), all rights, title and interests of Grantor, if any, of Grantor in (i) strips or gores, if any, between the Land and abutting or immediately adjacent properties, (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or immediately adjacent to the Land, but not including any right or interest in or to any contiguous or abutting lands owned by Grantor or its assigns, (iii) any minerals, drainage facilities, (iv) any utility capacity, utilities, water rights, licenses, permits, rents, entitlements, and bonds, if any, and all other rights and benefits attributable to the Land, and (v) and all rights of ingress and egress thereto (the Land together with all such rights, benefits, privileges, easements, hereditaments, appurtenances, buildings, fixtures, other improvements and interests described herein, collectively called the "***Property***".

This Special Warranty Deed (this "***Deed***") and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject only to those easements, restrictions, reservations and covenants listed on ***Exhibit B*** attached hereto (hereinafter referred to collectively as the "***Exceptions***"), and the requirement that all surface parking on the Property be designated by Grantee as shared parking for the non-exclusive use of the general public but also available to be used by any resident, tenant, employee, visitor, etc. of the Property for any of the uses contained within the Property, consistent with Zoning Ord. No. 1407, enacted by the Town of Little Elm, Texas, to the extent the same are valid and subsisting and affect the Property.

Grantor conveys the Property "As Is" without further representation, except for those warranties of title contained herein.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, subject only to the Exceptions.

EXECUTED as of this ____ day of _____ , 2023.

GRANTOR:

LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION,
a Texas public, non-profit corporation

By: _____
Ken Eaken, President

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____ _____ , 2023, by Ken Eaken, President of the Little Elm Economic Development Corporation, a Texas non-profit corporation, on behalf of said corporation.

_____
Notary Public in and for the State of Texas

Exhibit A

Legal Description
of the Property

Lot 3R, Block A, Palladium Addition, Phase 2, a subdivision in Denton County, Texas, according to the map or plat thereof, recorded under Document No. 2023-184 of the Official Public Records of Denton County, Texas.

Exhibit B

Exceptions

1. Standby fees, taxes and assessments by any taxing authority for the year 2023 and subsequent years.

2. Electric transmission and/or distribution line system easement granted to Electric transmission and/or distribution line system, by instrument dated July 7, 1937, recorded in Volume 339, Page 84 of the Deed Records of Denton County, Texas.

3. Utility easement granted to Denton County Electric Cooperative, by instrument dated September 27, 1963, recorded in Volume 559, Page 499 of the Deed Records of Denton County, Texas.

4. Access and use restrictions as set out in that certain Deed (Controlled Access Highway Facility) to the State of Texas recorded under Document No. 2008-70126 of the Official Public Records of Denton County, Texas.

5. Fire, access and utility easement variable in width along and traversing the subject property and property line(s), as shown by the Plat(s) recorded under Document No(s). 2022-385 and 2023-184 of the Plat Records of Denton County, Texas.

6. Electric easement 20 feet by 20 feet near the westerly property line(s), as shown by the Plat(s) recorded under Document No(s). 2022-385 and 2023-184 of the Plat Records of Denton County, Texas.

7. Waterline easements 10 feet in width and irregular length near the westerly and the southwesterly most property corner, as shown by the Plat(s) recorded under Document No(s). 2022-385 and 2023-184 of the Plat Records of Denton County, Texas.

8. Wall maintenance easement 8 feet in width along the northerly property line(s), as shown by the Plat(s) recorded in Document No. 2022-385 and 2023-184 of the Plat Records of Denton County, Texas.

9. Utility easement 24 feet in width along the southwesterly and a portion of the westerly property line(s), as shown by the Plat(s) recorded under Document No(s). 2022-385 and 2023-184 of the Official Public Records of Denton County, Texas.

Date:	06/20/2023
Agenda Item #:	5. F.
Department:	Administrative Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve the **Participation Agreement between the Little Elm Economic Development Corporation and York Little Elm, LLC.**

DESCRIPTION:

The purpose of this agreement is to transfer the following responsibilities from the previous hotel owner to the new hotel owner as these items are transferable and must be maintained until dates detailed in the agreement.

Lighting Agreement:

- Responsibility of all the Obligations of the Owner as it relates to the Lakefront Lighting and outlined in the attached agreement

Job Creation:

- Owner agrees to provide documentation to the Little Elm EDC that owner has created, staffed and maintained employment of at least **twelve (12)** full-time job equivalents at the owner's building on or before **December 31, 2023.**

Chamber Membership:

- Owner shall maintain a **membership** in good standing with the **Little Elm Chamber of Commerce** at the Cabin Cruiser level during the term of this agreement.

Term of Agreement:

- The term of this agreement commences upon the transfer of land from Little Elm Hospitality, LLC to the new owner, York Little Elm, LLC.
- York Little Elm, LLC agrees to provide verification that the land has been conveyed by Little Elm Hospitality, LLC to York Little Elm, LLC and the recorded deed within 15 day sof said closing.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:
Staff recommends approval.

Attachments

Participation Agreement-The Elm Hotel

STATE OF TEXAS §

COUNTY OF DENTON §

PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into by and between the **TOWN OF LITTLE ELM**, a Texas home-rule municipality, acting by and through its Town Manager (hereinafter referred to as the "TOWN"**)**; the **LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation, acting by and through its Executive Director (hereinafter referred to as the "EDC**")**; and **YORK LITTLE ELM LLC,** a Delaware limited liability company (hereinafter referred to as the "OWNER"), owner of a building/property located in the Lakefront District at 301 E. Eldorado Parkway, Little Elm, Texas 75068 (hereinafter referred to as the "Land").

WHEREAS, the TOWN, and all or substantially all of the owners whose businesses are located in the Lakefront District (the "OWNERS"), have heretofore agreed in principle that it would be beneficial to the TOWN and to the OWNERS if a program between them was developed for the purposes of attracting visitors to the area; creating a pleasant ambience for visitors to the area; to promote tourism; to promote economic development; and in the interests of public safety, which program provides for the installation of uniform, decorative, outside, electric building lights on the fronts of all or substantially all of the OWNERS' buildings in the Lakefront District; and

WHEREAS, this system is hereinafter referred to as the Lakefront District Building Lights System (the "System"); and

WHEREAS, the TOWN and the respective owners of property in the Lakefront District at this time desire to formalize their agreement in principle and their understandings to the form of written agreements, setting forth their respective rights, responsibilities, and legal obligations in connection with the System, and the TOWN will, contemporaneously herewith, enter into agreements substantially similar hereto with the other owners of property in the Lakefront District; and

WHEREAS, the TOWN and OWNER recognize that they each will receive benefits from this Agreement, and further believe that the System will generally benefit the residents and citizens of the TOWN; and

NOW, THEREFORE, the TOWN, EDC, and OWNER do hereby **AGREE,** and by the execution of this Agreement are bound to the mutual obligations and to the performance of the covenants that are hereinafter set forth:

I.
TERM

This Agreement shall be for a term of ten (10) years commencing on the transfer of the Land from Little Elm Hospitality, LLC, a Texas limited liability company, to the OWNER, and terminating on May 31, 2033, unless sooner terminated in accordance with the other provisions of this Agreement. The TOWN,

EDC and OWNER further agree that, by subsequent mutual written agreement, this Agreement may be renewable for two (2) additional five (5) year successive terms following the expiration of the initial ten (10) years.

II.
CONSENTS BY OWNER

OWNER hereby consents to the following:

A. To the entry by the TOWN, and/or any Town-approved maintenance contractors, upon OWNER'S premises for the annual maintenance of the light stringers, light bulbs, and other related apparatus upon the exterior of OWNER'S building;

B. To paying for the power and energy used by the System on OWNER'S building at OWNER'S sole cost; and

C. OWNER agrees to provide documentation to the EDC that OWNER has created, staffed, and maintained employment of at least twelve (12) full-time job equivalents at the OWNER'S building on or before December 31, 2023.

D. OWNER agrees to provide to the EDC verification that the Land has been conveyed by Little Elm Hospitality, LLC, to OWNER, and recorded in the Deed Records of Denton County, Texas, within fifteen (15) days of said closing.

III.
OBLIGATIONS OF TOWN

TOWN is obligated to perform the following:

A. TOWN shall be responsible for providing and paying for, at its sole cost, annual maintenance for the System; PROVIDED, HOWEVER, that OWNER shall be solely responsible for replacement or repair of damaged light stringer, light bulbs, and other related apparatus upon the exterior of the OWNER'S building;

B. TOWN shall control the color and schedule of color changes of the System; and

C. At the time of termination of this Agreement, TOWN shall remove the System at its sole cost and expense in a careful, commercially reasonable manner, without causing damage to OWNER'S building.

IV.
OBLIGATIONS OF OWNER

OWNER is obligated to perform the following:

A. OWNER agrees to reasonably cooperate with the TOWN and TOWN'S employees and the Town-approved maintenance contractors in facilitating the annual maintenance of the System during the term of this Agreement.

B. OWNER agrees to contract with a Town-approved maintenance contractor for replacement and/or repair of any and all damaged light stringer, light bulbs, and other related apparatus upon the exterior of the OWNER'S building. OWNER will use commercially reasonable efforts to complete such repairs within ten (10) business days of notification from the TOWN.

C. OWNER agrees that at all times pertinent, both during the term of this Agreement, and following the termination or expiration of this Agreement, that the System is owned by the TOWN and is the property of the TOWN; subject, however, to OWNER'S rights to use the same under the terms and provisions of this Agreement.

D. OWNER agrees to select a standard color to be used year-round, outside of Town-sponsored events, at which time the TOWN will determine and set the color(s) of the System.

E. OWNER agrees to contact the TOWN'S point-of-contact for all requests to change the standard color of the exterior of the OWNER'S building for a OWNER-sponsored event.

F. OWNER agrees to coordinate any additions or expansions to the System after the initial installation with the TOWN, prior to beginning any work at their own expense.

G. OWNER agrees to update insurance to include the addition of the System and will be responsible for their own insurance deductible and out of pocket expenses.

V.
TOWN'S REPRESENTATIVE AND POINT-OF-CONTACT

The Managing Director of Recreation shall be the TOWN'S point-of-contact for the OWNER to change the standard color of the exterior of the OWNER'S building for an OWNER-sponsored event.

VI.
OWNER'S REPRESENTATIVE AND POINT-OF-CONTACT

That Jay Mazur (hereafter "Representative") shall serve as the designated Representative and point-of-contact for OWNER, for the convenience and consistency of the administration of this Agreement. OWNER may by written notice to the TOWN change its Representative from time to time. Any notices of violation of the terms of this Agreement shall be furnished in writing both to the Representative, as well as the OWNER at the below-stated address of OWNER.

VII.

AMENDMENTS AND MODIFICATIONS

This Agreement may only be modified or amended by a document in writing, signed by all of the respective parties, by and through their duly authorized representatives, and delivered to each of the parties.

VIII.

TERMINATION

A. The TOWN may terminate this Agreement for cause because of OWNER'S violation of any of the covenants or agreements contained in this Agreement, if such violation is not wholly cured within thirty (30) days from the date that written notice of violation of this Agreement is received by OWNER from TOWN sent to the below-stated address of OWNER; provided that if OWNER has promptly commenced such cure within that thirty (30) day period and thereafter diligently pursues such cure to completion, such initial thirty (30) day period shall be extended by an additional ninety (90) days for a total of one hundred twenty (120) days from OWNER'S receipt of the initial notice of violation. TOWN shall at the expiration of such thirty (30) day (or longer as provided above) notice period, if the violation is not wholly cured and remedied by OWNER, further notify OWNER in writing of the TOWN'S exercise of its option to terminate this AGREEMENT, as to the OWNER, specifying the reason(s) therefor; and the effective date of termination, which date must be no sooner than ten (10) days following the date of issuance of the TOWN'S notice of termination of this Agreement with OWNER.

B. OWNER may terminate this AGREEMENT by providing ninety (90) days written notice delivered to TOWN, for cause, or without cause; and OWNER understands and agrees that it shall be liable and responsible for all such maintenance and repair payments that are then owing and shall become due before the date of termination of the Agreement.

C. The TOWN may terminate this Agreement as to OWNER without cause by providing OWNER with ninety (90) days written notice delivered to OWNER.

D. TOWN, at its sole option, with or without any reason, may elect to unilaterally terminate the entire Lakefront District Building Lights Program before the expiration of this Agreement upon six (6) months advance written notice delivered to OWNER.

IX.
MISCELLANEOUS PROVISIONS

A. OWNER may transfer or otherwise assign its rights under this Agreement, or any interest therein, to any successor OWNER to subsequently own, lease, or operate the OWNER'S business or premises, without the prior written approval or consent of TOWN; PROVIDED HOWEVER, OWNER shall remain liable and financially responsible for the replacement and repair under the terms of this Agreement, until the end of the Agreement year in which OWNER transfers or assigns its rights to a successor OWNER; PROVIDED FURTHER HOWEVER, if the successor OWNER enters into a written Agreement with the TOWN, substantially in the same form and content as this Agreement, the successor OWNER will then become primarily liable and responsible to the TOWN for this obligation, and at that time the undersigned OWNER shall be released from further liability and further payment obligation arising hereunder.

B. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto, to the extent reasonably possible.

C. No claims shall be made against the TOWN by the OWNER for damages resulting from any hindrances or delays from any cause during the term of, and during the progress of the activities provided for under this Agreement.

D. This Agreement shall be binding upon the parties hereto, and their respective heirs, administrators, executors, representatives, successors, and assigns.

E. For purposes of this Agreement, all official communications and notices among the parties shall be deemed made if sent in writing and shall be deemed to have been given on the sooner to occur of (i) receipt by the party to whom the notice is sent or (ii) upon deposit in a regularly maintained mail receptacle of the United States Postal Service, when sent postage prepaid, by registered or certified mail, return receipt requested, addressed to such party at the respective addresses set forth below, or such other address as each party may from time to time designate by written notice to the others as herein provided, or (iii) via electronic transmission to the e-mail addresses of the respective parties set forth below:

TO TOWN:

Town Manager
Town of Little Elm, Texas
100 W. Eldorado Parkway
Little Elm, Texas 75068
mmueller@littleelm.org

TO OWNER:

Attn: Richard Cuiffo; Jay Mazur
York Little Elm, LLC
66 Palmer Avenue Suite 320
Bronxville, NY 10708
rcuiffo@gmail.com; jmazur@csahg.com

TO EDC:

Jennette Espinosa
Little Elm EDC
100 W. Eldorado Parkway
Little Elm, Texas 75068
jke@littleelm.org

F. The captions and sections and paragraphs contained in this Agreement are for informational purposes only, and in no way affect the substantive terms or conditions of the Agreement.

G. OWNER shall maintain a membership in good standing with the Little Elm Chamber of Commerce at the Cabin Cruiser level during the term of this Agreement and shall provide proof to the EDC of said membership.

H. 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 Agreement on behalf of OWNER verifies by its signature on this Agreement that OWNER does not boycott Israel and will not boycott Israel during the term of this contract.

I. Pursuant to Texas Government Code Chapter 2252, Subchapter F, OWNER affirms, by entering into this Agreement, that OWNER is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the TOWN, the EDC, and the OWNER in two (2) original counterparts, by and through their respective duly authorized representatives, on this the _____ day of _____, 2023.

TOWN:

TOWN OF LITTLE ELM, TEXAS

By: _____
Matt Mueller, Town Manager

ATTEST:

By: _____
Caitlan Biggs, Town Secretary

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2023, by Matt Mueller, Town Manager of the Town of Little Elm, Texas, a Texas home-rule municipality, on behalf of said municipality.

_____
Notary Public, State of Texas

EDC:

LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION,

By: _____
Ken Eaken, President

ATTEST:

By: _____
Jack Gregg, Secretary

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2023, by Ken Eaken, President of the Little Elm Economic Development Corporation, a Texas non-profit corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

OWNER:

YORK LITTLE ELM LLC

By: _____
Name: Ronald P. Stewart, Manager

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2023, by Ronald P. Stewart, Manager of York Little Elm LLC, a Delaware limited liability company, on behalf of said company.

_____

Date:	06/20/2023
Agenda Item #:	5. G.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve a **Ground Lease Agreement between Little Elm Economic Development Corporation and Hula Hut Little Elm, LLC.**

DESCRIPTION:

This is a new Ground Lease Agreement between Hula Hut Little Elm, LLC and the Little Elm EDC. This agreement replaces the previously executed agreements as this business has sold and now has new ownership.

Details of this agreement are as follows:

- **Facilities** now includes space for the **Hula Hut restaurant and up to two (2) additional restaurants, bars, retail and event rentals**.
- **Hula Hut's Option to Purchase** now states that with **sixty (60) days**, Hula Hut may purchase the entire land Premises to include the existing parking lot owned by the Little Elm EDC, including the land under the Hula Hut building and the Pond Area surrounding the Tenant's current owned Hula Hut from Little Elm EDC for the price from an appraised value by a licensed, mutually agreed upon appraiser.
    - Tenant may purchase from the Little Elm EDC the portion of the premises comprising the Hula Hut Building for an amount from an agreed upon appraisal.
    - Or the portion of the premises comprising the Hula Hut Building's associated parking lot for an amount from an agreed upon appraisal.
- In the event that Hula Hut purchases the Building's associated parking lot, Hula Hut **agrees to execute a cross access easement or other instrument which authorizes and provides for shared parking** between the Hula Hut Building and the associated parking lot.
- Little Elm EDC will request the Town of Little Elm provide Hula Hut with Town Wayfinding Signage at three (3) locations:on Eldorado Parkway, (1) one FM 720 and (10 on FM 423, totaling 5 signs.
- Little Elm EDC will request the Town of Little Elm re-stripe the parking lot.

BUDGET IMPACT:

Currently, there is no budget impact for this project.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Ground Lease with Little Elm EDC and Hula Hut-new owners

GROUND LEASE PURCHASE AGREEMENT

by and between

LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION

as Landlord/Ground-Lessor,

and

HULA HUT LITTLE ELM, LLC, and/or assigns

as Tenant/Ground-Lessee

Dated as of _____ , 2023

GROUND LEASE PURCHASE AGREEMENT
FOR PROPERTY IN LITTLE ELM, DENTON COUNTY, TEXAS

This **GROUND LEASE PURCHASE AGREEMENT** (this **"Agreement"** or **"Lease"**) is made and entered into on the 1st day of January, 2023 (the **"Effective Date"**) by and between **LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation having its principal address at 100 W. Eldorado Parkway, Little Elm, Texas 75068-5060 (**"Little Elm EDC"**), and **HULA HUT LITTLE ELM, LLC**, a Texas limited liability company, or its permitted assigns (**"Hula Hut"**), having its principal address at 3258 Hartlee Field Road, Denton, Texas 76208.

RECITALS

WHEREAS, Hula Hut desires to lease Land (the "Premises"), described in **Exhibit "A"** attached hereto as Lot 1 (approximately 1.713 acres), from Little Elm EDC in a footprint lease upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, and subject to the terms, provisions and conditions of this Agreement, and each in consideration of the duties, covenants and obligations of the other hereunder, Little Elm EDC does hereby lease, demise, and let the Premises (as hereinafter defined) unto Hula Hut, and Hula Hut does hereby lease the Premises from Little Elm EDC and the parties hereby agree as follows.

ARTICLE I

CERTAIN DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings respectively indicated:

1.1 "**Additional Rent**" is defined in **Section 3.4** of this Agreement.

1.2 "**Affiliate**" means: (i) any entity controlled by, controlling or under joint control with an entity or any of the entity's partners, shareholders or their affiliates; (ii) any entity which is owned in whole or in part, directly or indirectly, by an entity or any of the entity's partners, shareholders or affiliates, or any entity which is otherwise affiliated with or related to an entity or any of the entity's partners or shareholders; (iii) any entity which is the successor by merger or otherwise to all or substantially all of an entity's assets used in connection with the Premises and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or (iv) any entity to whom an entity or an Affiliate [per clauses (i) through

(iii)] provides development, management, operational, financing and/or leasing services in connection with a project on the Premises or Land.

1.3 "**Annual Percentage Rent**" or **"Percentage Rent"** means an amount for each full Lease Year of the Term determined and calculated as two percent (2%) of Gross Revenue up to a maximum of One Hundred Fifty Thousand Dollars ($150,000) per Lease Year through September 30, 2024. Example: The 2023 Lease Year Gross Revenue is $4,500,000. Annual Percentage Rent (2% of Gross Revenue) for the 2023 Lease Year is determined to equal $90,000. Hula Hut pays to Little Elm EDC $90,000 for the 2023 Lease Year. In 2024, the 2024 Lease Year Gross Revenue is $7,000,000. Annual Percentage Rent (2% of Gross Revenue) for the 2024 Lease Year is determined to equal $160,000, but is capped at $150,000. Hula Hut pays to Little Elm EDC $150,000 for the 2024 Lease Year. On October 1, 2024, and thereafter "**Annual Percentage Rent**" or **"Percentage Rent"** means an amount for each full Lease Year of the Term determined and calculated as three percent (3%) of Gross Revenue up to a maximum of One Hundred Fifty Thousand Dollars ($150,000) per Lease Year. The One Hundred Fifty Thousand Dollars ($150,000) amount shall increase one percent (1.0%) every five (5) years during the Term of this Lease.

1.4 "**Award**" is defined in **Section 19.1(a)** of this Agreement.

1.5 "**Business Days**" means any day other than a Saturday, Sunday or other day on which national banks are required or authorized to be open for business in Dallas, Texas.

1.6 "**Commencement Date**" means **January 1, 2023**.

1.7 "**Date of Taking**" is defined in **Section 19.1(b)** of this Agreement.

1.8 "**Default Rate**" is defined in **Section 3.3** of this Agreement.

1.9 "**Effective Date**" shall mean the date specified in the first sentence of this Agreement.

1.10 "**Event of Default**" means any event or condition designated as an "Event of Default" in **Article XV** of this Agreement.

1.11 **"Facilities"** means a top quality, full-service, sit-down restaurant with a bar and patio, open year-round, similar in design, size and scope to the Hula Hut restaurant located at 3825 Lake Austin Boulevard in Austin, Texas, and consisting of a minimum 6,835 square feet of space under roof for the Hula Hut restaurant; and up to two (2) additional restaurants, bars, retail and event rental concepts shall be allowed in the 3,252 square feet of covered deck and/or 3,042 square feet of covered pier; 2,739 square feet of open deck; and 840 square feet of porch space.

1.12 **"Gross Revenue**" means all money received by Hula Hut subsequent to the Rent Commencement Date (as defined in **Section 1.29** of this Agreement) as a result of any rental or sublease of the Premises, the rental or sale of goods, services, food and beverages,

merchandise or the provision of services, party rentals, on or from the Premises. Gross Revenue shall not, however, include the following:

(i) Cash refunds or credits allowed on returns by customers;

(ii) Sales taxes, excise taxes, gross receipts taxes, admission taxes, occupancy taxes, use taxes and other similar taxes now or later imposed upon the sale of food, beverages, merchandise or services and paid by Hula Hut to the appropriate taxing authority, whether added to or included in the rental or selling price or the cost of the service provided;

(iii) The actual uncollectible amount of any check or bank draft received by Hula Hut as payment for goods or services and returned to Hula Hut from a customer's bank as being uncollectible (commonly "non-sufficient funds" or "stop-payment" checks);

(iv) The actual uncollectible amount of any charge or credit account (commonly "bad debts ") incurred by Hula Hut for the sale of merchandise or services;

(v) The actual uncollectible amount of any sale of merchandise or services for which Hula Hut accepted a credit card or debit card;

(vi) Sales or trade-ins of machinery, vehicles, trade fixtures, food service equipment, electric vehicles or personal property used in connection with Hula Hut's operation of the Premises;

(vii) Receipts in the form of refunds from or the value of merchandise, supplies or equipment returned to shippers, suppliers or manufacturers;

(viii) The amount of any cash or quantity discounts received from sellers, suppliers or manufacturers;

(ix) The amount of any gratuities paid or given by customers to or for employees or independent contractors of Hula Hut;

(x) Amounts attributed to meals served or provided to employees or independent contractors of Hula Hut;

(xi) The amount of discount taken on sales of merchandise discounted to employees or independent contractors;

(xii) Receipts from the sale of waste or scrap materials resulting from Hula Hut's operations;

(xiii) The proceeds of any casualty or property insurance paid for damages to or destruction of the Premises or any improvements or equipment thereon, actually used for Restoration (as defined in **Section 18.2** of this Agreement); and

(xiv) The proceeds of any business interruption insurance.

1.13 "**Hazardous Substances**" is defined in **Section 10.1** of this Agreement.

1.14 "**Impositions**" is defined in **Section 8.1(a)** of this Agreement.

1.15 "**Imposition Commencement Date**" is defined in **Section 8.1(a)** of this Agreement

1.16 "**Improvements**" means any improvements that require a Town of Little Elm permit, hereafter developed on the Premises by Hula Hut, or otherwise as authorized by Hula Hut.

1.17 "**Indemnified Parties**" is defined in **Article VII** of this Agreement.

1.18 "**Land**" means Lot 1 consisting of 1.713 acres described and/or depicted in **Exhibit "A"**. The Premises are located on Lot 1 (approximately 1.713 acres).

1.19 **"Lease Term"** or **"Term"** shall be as defined in **Section 2.4** of the Agreement, and shall include the Renewal Term as defined in **Section 2.5** of the Agreement.

1.20 "**Lease Year**" means a period of twelve (12) months, with the first Lease Year beginning on the Commencement Date and for each subsequent Lease Year, each period of twelve (12) full calendar months thereafter.

1.21 **"Maximum Rate,"** when used in reference to an interest rate, means the greatest of the rates of interest from time to time permitted under applicable federal and state law. To the extent of the applicability of Chapter 303, Finance Code, the Maximum Rate shall be the highest permitted rate based upon the "indicated rate ceiling", but to the extent now or hereafter permitted by Texas law, Little Elm EDC may from time to time implement, withdraw and reinstate any ceiling as an alternative to the indicated rate ceiling, including the right to reinstate the indicated rate ceiling. Wherever it is provided herein that a monetary sum shall be due to Little Elm EDC together with interest at the Maximum Rate and at such time there is no Maximum Rate, interest shall be due at the rate of twelve percent (12%) per annum.

1.22 **"Opening Date"** means **January 1, 2023**, unless such opening date is expressly extended in writing by Little Elm EDC.

1.23 **"Premises"** means the approximately 1.713 acres upon which the Facilities were constructed and completed, which Premises are located within the Land and which Premises are more particularly described in **Exhibit "A"** attached hereto as Lot 1

(approximately 1.713 acres).

1.24 "**Prime Rate**" means the rate of interest being charged on the date in question by the Wall Street Journal (or its legal successor) as the indicated "prime rate" prevailing in Denton County, Texas.

1.25 **"Permitted Use"** means use of the Premises for construction, reconstruction, repair, and maintenance of the Facilities, and the retail use and operation of the Facilities as a top-quality restaurant. The Facilities will be non-smoking indoors. Prohibited uses shall include a body art facility, smoke shop, vice paraphernalia, gaming or slot machines, and lewd merchandise sales.

1.26 "**Person**" means an individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

1.27 "**Pre-Existing Conditions**" is defined in **Section 10.2** of this Agreement.

1.28 "**Rent"** herein includes all Annual Percentage Rent and Additional Rent.

1.29 **"Rent Commencement Date"** means **July 1, 2023**.

1.30 **"Retail"** means restaurants, bars, sale tax producing retail and event rentals.

1.31 "**Taking**" is defined in **Section 19.1(c)** of this Agreement.

1.32 "**Term**" is defined in **Section 2.4** of this Agreement.

1.33 **"Transfer**" means any conveyance, transfer, sale, assignment, sublease, mortgage, pledge, encumbrance or the like, to any Person.

1.34 "**Transferee**" means any Person to whom a Transfer is made.

1.35 "**Unqualified Transferee**" means and refers to any Person:

(i) Who is listed on a list of terrorists or terrorist organizations published by the United States government (e.g., the United States Secretary of State's list of Foreign Terrorist Organizations), as the same are amended and supplemented from time to time;

(ii) Who has been determined by competent authority to be subject to the prohibitions contained in Presidential Executive Order No. 13224 (Sept. 23, 2001), or any similar prohibitions contained in the rules and regulations of the Office of Foreign Assets Control, as the same are promulgated and amended from time to time; or

(iii) Who has been indicted for any offense involving terrorism under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (as it may be amended from time to time, the "USA Patriot Act"), including any Person who commits any crime of conspiracy to commit, or aiding and abetting another Person to commit, a USA Patriot Act offense.

Notwithstanding the foregoing, "Unqualified Transferee" shall not include any Person who:

(a) Is determined by Hula Hut, in good faith and upon reasonable inquiry, not to be a Person described in the preceding clauses (i), (ii) or (iii) of this **Section 1.35**, based on the best information and belief of Hula Hut; and

(b) Certifies to Little Elm EDC and Hula Hut in writing that such Person is not a Person described in the preceding clauses (i), (ii) or (iii) of this **Section 1.35**.

In addition, in no event shall any Institutional Investor (as immediately hereinafter defined) be deemed to be an "Unqualified Transferee." As used herein, the term "Institutional Investor" means and refers to any of the following entities and/or their Affiliates: state and/or Federally charted lending institutions, life insurance companies who are regularly engaged in the making of permanent real estate loans and/or in the acquisition, holding and/or disposition of commercial real estate development projects, real estate investment trusts (i.e. "REIT's"), pension, annuity and/or investment funds (or trustees or managers of such funds), any publicly traded company, and any branch or instrumentality of any one or more of (1) the United States of America, (2) any state comprising the United States of America, or (3) any city or municipality within any such states described in (2) preceding.

1.36 "**Wayfinding signs**" mean decorative signs that direct the public to notable locations of interest within the Town of Little Elm, Texas.

ARTICLE II

COMMENCEMENT AND TERM

2.1 **Lease of Land**. Little Elm EDC, in consideration of the covenants, agreements and undertakings of Hula Hut as herein set forth, does hereby lease, let and demise unto Hula Hut, and Hula Hut does hereby lease from Little Elm EDC, the Premises, to have and to hold for the Lease Term, all upon and subject to the terms and conditions set forth in this Agreement.

2.2 **Opening of Facilities; Continuous Operations.** The Facilities shall continue to be open for business as of **January 1, 2023**, unless such opening date is expressly extended in

writing by Little Elm EDC. Hula Hut covenants and agrees that, continuously and uninterruptedly from and after its initial opening for business, it will operate and conduct within the Premises the business it is permitted to operate and conduct under the provisions of this Agreement, except while the Premises are untenantable by reason of fire or other casualty including, but not limited to, windstorms, tornadoes and other destructive weather events. Hula Hut agrees to conduct its business at all times in a first class manner consistent with reputable business standards and practices, and that it will at all times keep and maintain within and upon the Premises an adequate stock of merchandise and trade fixtures to service and supply the usual and ordinary demands and requirements of its retail customers and that it will keep the Premises in a neat, clean and orderly condition. Hula Hut also agrees to conduct Hula Hut's business under a trade name of Hula Hut Little Elm, LLC, related entity satisfactory to and approved by Little Elm EDC.

2.3 **Operating Hours.** Hula Hut agrees to keep open the Premises and to operate the business conducted therein at least six (6) days per week. Hula Hut reserves the right to close the Premises on Holidays or as weather conditions (*i.e.*, snowstorms, excessive icing, torrential rains, flooding, etc.) may dictate.

2.4 **Lease Term**. The Lease Term shall be the period of time beginning on the Effective Date and ending on the last day of the month in which falls the Fortieth (40th) anniversary of the Rent Commencement Date (the "Expiration Date") unless terminated earlier as provided in this Agreement. This Agreement will terminate without further notice when the Lease Term expires and any holding over by Hula Hut after the Lease Term expires will not constitute a renewal of this Agreement or give Hula Hut any rights under this Agreement or to the Premises.

2.5 **Renewal Term**. Provided Hula Hut is not otherwise in default of this Agreement, Hula Hut may extend the Lease Term for up to two (2) additional periods of twenty (20) years each (each additional period being called a "Renewal Term") by delivering written notice to Little Elm EDC not later than ninety (90) days, but not earlier than one hundred eighty (180) days, prior to the then current Expiration Date, any such extension to be subject to the same terms and conditions set forth herein.

2.6 **"AS IS" Condition**. Hula Hut accepts the Premises being leased "AS IS" "and "WITH ALL FAULTS," and Little Elm EDC makes no warranty of any kind, express or implied, with respect to the Premises or Land other than that Little Elm EDC is the fee simple owner of the Land and Premises. Without limiting the generality of the preceding sentence, it is expressly agreed that Little Elm EDC makes no warranty as to the marketability, habitability or fitness for any particular purpose of the Premises or Land except for use as a three (3) restaurants, bars, retail and event rentals concepts.

2.7 **Memorandum of Lease**. The parties agree to execute, acknowledge and deliver a mutually acceptable form of Memorandum of Lease (which shall, among other things, memorialize the Effective Date), contemporaneously with the execution and delivery of this Agreement,

and such Memorandum of Lease shall be recorded in the real property records of Denton County, Texas.

ARTICLE III

RENT

3.1 **Annual Percentage Rent**. From the Rent Commencement Date and for each Lease Year of the Term of this Agreement from thereafter, Hula Hut agrees to pay the applicable Annual Percentage Rent as herein provided, in lawful money of the United States of America, without deduction, offset, prior notice or demand, except as herein provided and except as provided by applicable law, and at such place or places as Little Elm EDC may from time to time designate, including ACH (Automated Clearing House Network) deposit to Little Elm EDC's depository. For each twelve (12) month Lease Year, Hula Hut shall pay such rent quarterly (*i.e.*, at the end of every three-month period) on or before the tenth (10th) day of each month immediately following the month for which rent is due. By way of example, rent for a three-month period starting on January 1, 2023, through March 31, 2023, would be due on or before April 10, 2023.

3.2 On or before the date set for paying the Percentage Rent as provided by this section, Hula Hut must furnish Little Elm EDC with a true and accurate statement, certified to the Little Elm EDC as such by Hula Hut or its authorized representative, showing the Gross Revenues for the preceding three-month period.

3.3 **Late Charge**. In the event that Hula Hut shall fail to pay any portion of any installment of quarterly percentage rent on the date which is ten (10) days after the day on which such installment is due, there shall be added to such unpaid amount a late charge of $500 in order to compensate Little Elm EDC for the extra administrative expenses incurred. In addition, from and after the date which is thirty (30) days after the due date the total amount then due shall bear interest at the annual rate (the "**Default Rate**") which is the Prime Rate, until paid.

3.4 **Additional Rent**. All ad valorem taxes, insurance premiums, utility costs and all other sums, liabilities, obligations and other amounts which Hula Hut is required to pay or discharge pursuant to this Agreement, in addition to Annual Percentage Rent, together with any interest, penalty, or other sum which may be added for late payment thereof, shall constitute rent hereunder ("Additional Rent"). So long as no Event of Default then exists hereunder, Hula Hut may pay Additional Rent directly to the person entitled thereto, provided that Hula Hut shall provide Little Elm EDC with written proof of such direct payment within ten (10) days of such payment.

3.5 **Place and Manner of Payment**. Subject to the further provisions hereof, the rent hereunder shall be payable to Little Elm EDC at the original or changed address of Little Elm EDC set forth in **Section 20.1** hereof or to such other person at such address as Little Elm EDC may designate from time to time in writing. In addition to other proper methods

of payment, all payments of rent and other sums payable to Little Elm EDC by Hula Hut under this Agreement may be made, and shall be deemed to have been properly made so long as actually received by Little Elm EDC, by the delivery to Little Elm EDC's depository, including ACH (Automated Clearing House Network) in the amount of such payment.

3.6 **All Charges Deemed Rent**. Rent and all other amounts becoming payable by Hula Hut under this Agreement shall constitute rent payable hereunder, and in the event Hula Hut fails to pay any such amount when due according to the provisions of this Agreement, Little Elm EDC shall have all remedies available hereunder or at law or in equity for failure to pay rent. No happening, event, occurrence or situation during the Lease Term, whether foreseen or unforeseen, and however extraordinary, shall relieve Hula Hut from its liability to pay Rent and other charges payable by Hula Hut under this Agreement or relieve Hula Hut from any of its other obligations under this Agreement.

3.7 **Lien for Rent**. In consideration of the mutual benefits arising under this Agreement, Hula Hut hereby grants to Little Elm EDC a lien and security interest in all property of Hula Hut (including all fixtures, machinery, equipment, furnishings, and other articles of personal property now or hereafter placed in or on the Premises by Hula Hut and owned by Hula Hut, together with the proceeds from the disposition of those items) (the "Collateral"), now or hereafter placed in or upon the Premises, as security for payment of all Rent and other sums agreed to be paid by Hula Hut herein. The provisions of this **Section 3.7** constitute a security agreement under the Texas Uniform Commercial Code, and Little Elm EDC has and may enforce a security interest in the Collateral. Except on account of replacement, removal or substitution in the ordinary course of business, the Collateral shall not be removed without the consent of Little Elm EDC until all arrearages in Rent and other sums of money then due to Little Elm EDC hereunder have been paid and discharged. On or before the Rent Commencement Date, Hula Hut shall execute, as Debtor, two or more Financing Statements, to perfect this security interest pursuant to the Texas Uniform Commercial Code. Little Elm EDC may at its election at any time file a copy of this Lease as a Financing Statement. Little Elm EDC, as Secured Party, has all of the rights and remedies afforded to a secured party under the Texas Uniform Commercial Code in addition to and cumulative of the Little Elm EDC's liens and rights provided by law or by the other terms and provisions of this Lease. Notwithstanding the foregoing, Little Elm EDC's lien shall be subordinate to (i) any purchase money lien, (ii) any line-of-credit lien secured by the assets, inventory or accounts receivable of Hula Hut's business, or (iii) any Small Business administration Note, conventional bank note and related security agreements

3.8 **Payments to Assignees and Third Parties**. If Little Elm EDC's interest in this Agreement shall be assigned to a third party or if any sum accrued or to accrue hereunder shall ever be assigned, or if any third party other than Little Elm EDC shall ever be entitled to collect such sum, then in any such event written notice shall be given by Little Elm EDC to Hula Hut within thirty (30) days after such assignment. Little Elm EDC acknowledges in this

Agreement that no prior debts due Hula Hut exist or remain prior to the Effective Date of **January 1, 2023**.

(a) If and when Little Elm EDC's interest in this Agreement shall be owned by more than one person, firm, corporation or entity, such parties shall arrange among themselves for the joint execution of a notice specifying one party or agents and an address therefor for the receipt of notices to Little Elm EDC under this Agreement and to which all payments to Little Elm EDC under this Agreement shall be made, and notices delivered and payments made by Hula Hut in accordance with such jointly executed notice shall constitute notice and payment to all parties included within the term **"Little Elm EDC**". Little Elm EDC understands that rent payments shall be made to one party as agent for any multiple parties and such will fulfill Hula Hut's responsibilities for payments hereunder.

(b) In the event that there is any dispute as to who shall be entitled to receive any sum payment hereunder, Hula Hut shall, at its option, have the right to pay such sum into the registry of any court of competent jurisdiction located in Denton County, Texas, in connection with a bill of interpleader or similar proceeding filed by Hula Hut, naming Little Elm EDC and such other claimants as parties. The making of such payment in connection with the filing of such proceeding shall discharge Hula Hut from any further obligation for payment of the installment or rent so paid or deposited and Little Elm EDC and such other claimants shall be responsible for all costs of Hula Hut in such regard, including attorney's fees.

(c) In the event Little Elm EDC shall have given Hula Hut notice that a third party is entitled to receive payment of any sum and if Hula Hut thereafter timely pays such sum to the third party named in such notice, such payment to the third party named in the notice shall fully discharge Hula Hut of any further obligation for such sum.

3.9 **Books and Records**.

(a) Hula Hut agrees to maintain a complete set of books and records in connection with all aspects of and specific to this Agreement relating to Gross Revenue, which books and records shall be kept and maintained in accordance with generally accepted accounting practices and procedures. Said books and records shall at all reasonable times be available for inspection, copying, audit and examination by Little Elm EDC or by properly designated employees or agents of Hula Hut. Little Elm EDC may require the keeping of additional records or accounts relating to Gross Revenue which are customary for the businesses conducted on the Premises and which are reasonably necessary for purposes of identifying, accounting for, and reporting Gross Revenue.

(b) In order to determine the Gross Revenue received by Hula Hut, Hula Hut agrees that, within ten (10) days following each lease quarter, starting July 2023 for April – June 2023, and each quarter thereafter, it will deliver to Little Elm EDC a report

certified by Hula Hut's managing member as being true and correct and in a form to be prescribed by and acceptable to Little Elm EDC with sufficient detail to itemize all Gross Revenue received from the Premises including revenue from each of the categories identified in the definition of Gross Revenue.

(c) Little Elm EDC shall have the right, after the 2023 Lease Year, such right not to be exercised more frequently than once every other Lease Year thereafter, to audit the books and records of Hula Hut for the previous two-year period, excluding all prior Lease Years, which are exempt from such audit pertaining only to the calculation of Gross Revenue produced on and from the Premises so as to confirm the accuracy of the annual report of Gross Revenue described herein. Such audit, if any, shall be undertaken by a nationally recognized firm or independent certified public accountants engaged by Little Elm EDC, the expense of which is to be paid by Little Elm EDC. Hula Hut shall cooperate by all reasonable means in order to facilitate a timely and accurate completion of such audit. A copy of the report of such audit shall be addressed to each of Little Elm EDC and Hula Hut and shall be delivered to each of Little Elm EDC and Hula Hut at substantially the same time. If such audit reveals that Hula Hut has understated Gross Revenues, as defined herein, by five percent (5%) or more, then, within thirty (30) days following receipt of such audit report, Hula Hut shall pay to Little Elm EDC the amount of any Percentage Rent deficiency based on such understated Gross Revenue (with such penalties for late payment as may be applicable pursuant to other provisions of this Agreement), as well as fully reimburse Little Elm EDC the cost of the audit up to ten thousand dollars ($10,000.00). If such audit shall indicate an understatement of Gross Revenue of less than five percent (5%), Hula Hut, in the manner provided herein, shall pay any Percentage Rent deficiency (without premium or penalty), but shall not be required to reimburse Little Elm EDC the cost of the audit. If such audit indicates an overstatement of Gross Revenue and, if on account of such overstatement, Percentage Rent more than amounts due have been paid by Hula Hut to Little Elm EDC, then such overpayment shall be credited against the next due installment of Percentage Rent. Nothing herein is intended to require Hula Hut to provide to Little Elm EDC, or to allow Little Elm EDC to obtain from Hula Hut, confidential financial and tax return information concerning Hula Hut and its investors. Little Elm EDC cannot require Hula Hut to provide complete financial statements or documents to Little Elm EDC.

(d) Little Elm EDC may, at any time, make inquiries pertaining to the operation of the Premises and the improvements thereon, and Hula Hut shall respond to such inquiries on a timely basis.

ARTICLE IV

DELIVERY OF THE PREMISES; OPTION TO PURCHASE

4.1 **Delivery of the Premises**. Except as otherwise provided in this Agreement, Hula Hut hereby accepts the Premises from Little Elm EDC in its "AS IS", "WHERE IS" condition without any representation or warranty by Little Elm EDC and with all faults. The execution of this Agreement by Hula Hut shall be prima facie evidence that Hula Hut has inspected the Premises, and is or will be thoroughly familiar with its condition, and Hula Hut hereby accepts the Premises as being in good and satisfactory condition, and suitable for Hula Hut's intended purpose. **THE PROVISIONS OF THIS ARTICLE IV HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION BY LITTLE ELM EDC, AND HULA HUT DOES HEREBY DISCLAIM, ANY AND ALL WARRANTIES BY LITTLE ELM EDC, EXPRESS OR IMPLIED, WHETHER ARISING PURSUANT TO THE UNIFORM COMMERCIAL CODE OR ANOTHER LAW NOW OR HEREAFTER IN EFFECT OR OTHERWISE SPECIFICALLY PROVIDED HEREIN.**

4.2 **Transfer at Termination**. At the termination of this Agreement, except for a termination related to the exercise of Hula Hut's Option to Purchase according to the provisions of **Section 4.4**, Improvements on the Premises shall automatically become the property of Little Elm EDC and Hula Hut shall have no further interest in such improvements.

4.3 **Sale of Land or Assignment of Little Elm EDC's Interest in Agreement**. Before Little Elm EDC has entered into an agreement regarding the sale of all or any portion of the Premises or assignment of all or any portion of the Little Elm EDC's interest in the Agreement to a financially sound party, and in any event prior to any such proposed sale or assignment to a third party that is not an Affiliate of Little Elm EDC, Little Elm EDC shall give notice to Hula Hut of the terms of the proposed sale or assignment (**"Notice of Sale"**) and Hula Hut shall have an option to purchase the Property on the terms set out in the Purchase Option in **Section 4.4** below, regardless of the price offered by a prospective purchaser or assignee, and regardless of the time restriction in **Section 4.4**. If Hula Hut does not exercise its option to purchase within thirty (30) days after delivery of the Notice of Sale, Little Elm EDC shall be free to sell the Land or assign Little Elm EDC's interest in the Agreement on the terms set out in the Notice of Sale, with the requirement of consent on the part of Hula Hut (which Hula Hut shall not unreasonably withhold), but subject to the terms and conditions of this Agreement, including Hula Hut's option to purchase the Premises in accordance with **Section 4.4** below. Any future owner of the property will be responsible for the obligations to Hula Hut regarding the land.

4.4 **Hula Hut's Option to Purchase.** At any time after **January 1, 2027**, at Hula Hut's sole option, Hula Hut or its successor may, at its option, give sixty (60) days advance written notice to Little Elm EDC that Hula Hut will purchase the entire land Premises depicted on ***Exhibit A*** to include the existing parking lot owned by the Little Elm EDC, including the land under the Hula Hut building, and the "Pond Area" surrounding Tenant's current owned Hula Hut Building from Little Elm EDC for the price determined by an appraisal of the entire land Premises depicted on ***Exhibit A***, including the existing parking lot owned by the Little Elm EDC, including the land under the Hula Hut building, and the "Pond

Area" based upon the procedures provided in **Section 19.5** of this Agreement. In the alternative, Tenant may purchase from the Little Elm EDC the portion of the Premises comprising the Hula Hut Building based upon appraisal as provided in **Section 19.5** of this Agreement or the portion of the Premises comprising the Hula Hut Building's associated parking lot based upon appraisal as provided in **Section 19.5** of this Agreement, by submitting a real estate sale contract(s) to Little Elm EDC containing the usual provisions set forth in the standard State Bar of Texas Real Estate Sale Contract form, including the obligation of Little Elm EDC to furnish an Owner's Title Policy at Closing at Little Elm EDC's expense but expressly excluding any warranty or representation regarding the Premises or portion thereof except the warranty of good and marketable title, free and clear of any lien, mortgage or perfected security interest. Hula Hut agrees the Premises or portion thereof shall remain and be used for restaurant and retail uses, unless otherwise agreed to by the Little Elm EDC and Hula Hut. In the event Hula Hut purchases the Hula Hut Building's associated parking lot, Hula Hut agrees to execute a cross access easement or other instrument which authorizes and provides for shared parking between the Hula Hut Building and the Hula Hut Building's associated parking lot. Hula Hut shall agree to close such purchase within sixty (60) days of the advance written notice to Little Elm EDC. Little Elm EDC's obligations under this Agreement regarding the Land will survive, however, in the event of the sale of the Premises to Hula Hut. Hula Hut acknowledges that significant public funds are being spent towards the design and construction of the pond referenced in this Section and **Section 8.3** of the Agreement. In consideration of the use and receipt of such public funds, Hula Hut (and its successors and permitted assigns) agree that the pond is a public amenity and that it shall be maintained in perpetuity as a public amenity, to which the public shall have access to at all times. The pond obligation shall run with the land and shall continue indefinitely even in the event of the sale of the Premises to Hula Hut until such time that Little Elm EDC agrees, in writing, that the pond may be abandoned as a public amenity.

4.5 **Release of Little Elm EDC**. If Little Elm EDC sells or transfers all or part of the Premises and as part of the transaction assigns its interest as Little Elm EDC in this Lease, then as of the effective date of the sale, assignment, or transfer, Little Elm EDC will have no further liability under this Lease to Hula Hut, and except with respect to liability matters that have accrued and are unsatisfied as of that date. Underlying this release is the parties' intent that Little Elm EDC's covenants and obligations under this Lease will bind Little Elm EDC and its successors and assigns only during and in respect of their respective successive periods of ownership of the fee, provided that Little Elm EDC, in such event, complies with the provisions of **Section 4.3** and **Section 4.4** above.

ARTICLE V

INDEPENDENT COVENANTS

It is the intention of the parties hereto that the obligations of Hula Hut and Little Elm EDC hereunder shall be separate and independent covenants and agreements, that the Annual Percentage Rent and all other sums payable by Hula Hut hereunder shall continue to be payable

in all events and that the obligations of Hula Hut hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been abated, terminated, or modified pursuant to a provision of the Agreement, including force majeure. Likewise, the obligations of Little Elm EDC in this Agreement including, but limited to, providing utilities and utility services, infrastructure, parking, shall likewise continue unaffected.

ARTICLE VI

USE

6.1 **Permitted Uses**. The Premises may be used and occupied by Hula Hut (and its permitted assignees and sub-ground lessees) for a Permitted Use as defined in this Agreement and the Town of Little Elm's zoning code.

6.2 **Compliance with Laws, etc**. Hula Hut shall, at Hula Hut's sole cost and expense, comply with all federal, state, county and municipal laws, ordinances, orders, rule and regulations applicable to the use, condition, structure or occupancy of the Premises. Hula Hut may not use all or any part of the Premises or any building situated on them for any use or purpose that violates any valid and applicable law, regulation, or ordinance of the United States, the State of Texas, the County of Denton, the Town of Little Elm, or other lawful authority with jurisdiction over the Premises. Hula Hut is not considered to have violated this provision unless:

a. There has been a final adjudication by a court of competent jurisdiction that Hula Hut has violated the law, regulation, or ordinance specified in the notice;

b. The specified law, regulation, or ordinance is valid and applies to the Premises; and

c. Hula Hut failed to cure the specified violation within a reasonable period of time.

6.3 **No Common Area Maintenance Charges**. Notwithstanding **Section 6.2** of this Agreement, and excluding all Impositions as defined in **Section 8.1(a)** of this Agreement, Hula Hut shall not be assessed or otherwise charged any common area maintenance charges during the Lease Term.

ARTICLE VII

INDEMNITY

TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

ARTICLE VIII

IMPOSITIONS, UTILITIES, MAINTENANCE, CONSTRUCTION

8.1 **Impositions.**

(a) Subject to Hula Hut's right to contest such charges pursuant to **Section 8.l (c)** below, from and after the Commencement Date (hereinafter referred to as the "**Imposition Commencement Date**"), Hula Hut shall pay all real estate taxes, assessments for local improvements, water, and storm and sanitary sewer rates, and charges (other than ordinary charges for utility services as provided in **Section 8.2)**, licenses and permit fees, and other governmental levies and charges, which are assessed, levied, confirmed, imposed, or become a lien upon the Premises (or any portion thereof), or become payable during the Term of this Agreement (the "**Impositions**"), payment thereof to be made before any fine, penalty, interest, or cost may be added thereto for the nonpayment thereof; provided, however, that any Imposition relating to a fiscal period of the taxing authority a portion of which is included within the Term hereof and a portion of which is included in a period of time before the Imposition Commencement Date or after the expiration of the Term (for reasons other than Hula Hut's default hereunder) shall be adjusted between Little Elm EDC and Hula Hut as of the date for payment of Impositions occurring during the first Lease Year or such expiration date, as applicable. If Hula Hut does not timely pay such Impositions (or contest such payment pursuant to **Section 8.l (c)** below) Little Elm EDC may pay the same and such amount so paid shall be due and payable to Little Elm EDC as Additional Rent upon written demand therefor by Little Elm EDC. Hula Hut shall provide Little Elm EDC with written evidence of its payment of any Impositions within fifteen (15) days after request from Little Elm EDC.

(b) Nothing hereinabove contained shall require Hula Hut to pay any franchise, estate, inheritance, succession, capital levy, stamp levy, stamp tax, margin tax, or transfer tax of Little Elm EDC or any income, excess profits, or revenue tax, or any other tax, assessment, charge, or levy based on or measured by the gross income or capital stock of Little Elm EDC or upon any rental payable by Hula Hut under this Agreement. To the extent received by Little Elm EDC, Little Elm EDC covenants to forward promptly to Hula Hut any and all notices or statements relating to taxes, assessments, fees, water, sewer, or other rent rate or charge, excise, levy license fee, permit fee, inspection fee, or other authorization fee. Hula Hut shall furnish to Little Elm EDC copies of receipts of the appropriate taxing authority or other evidence reasonably satisfactory to Little Elm EDC evidencing payment of the Impositions before any fine, penalty, interest or cost may be added thereto for nonpayment thereof. The certificate, advice or bill of nonpayment of any Imposition from the appropriate official designated by law to make or issue the same or to receive payment of any Imposition shall be prima facie evidence that such Imposition is due and unpaid at the time of the making or issuance of such certificate, advice, or bill of nonpayment.

(c) So long as there is then no uncured default hereunder, Hula Hut may contest the collection or assessment of any Imposition, tax, assessment, fee, water or sewer charge or rate, excise, or levy by legal proceedings or other appropriate action. If Hula Hut so elects to contest such amounts, Hula Hut shall, prior to the prosecution or defense of any such claim, notify Little Elm EDC in writing of its decision to pursue such contest and, to the extent procedurally required, Hula Hut shall pay the amount in question prior to initiating the contest or otherwise shall provide adequate security to Little Elm EDC prior to initiating the contest.

(d) If at any time during the Lease Term there shall be levied or assessed in substitution of property taxes, in whole or in part, a tax, assessment or governmental imposition on the rents received from the Premises or the rents reserved herein, and said tax, assessment or governmental imposition shall be imposed upon Little Elm EDC, Hula Hut shall pay same as hereinabove provided.

8.2 **Utilities.** From and after the Commencement Date, Hula Hut shall be responsible for and promptly pay all charges incurred for all utility services to the Premises, including, but not limited to, telephone service, sanitary and storm sewer, water, natural gas, light, power, heat, steam, communications services, garbage collection, and electricity arising out of Hula Hut's use, occupancy, and possession of the Premises during the Term of this Agreement. Hula Hut shall also pay for all maintenance upon such utilities. In no event shall Little Elm EDC be liable for any interruption or failure of utility service to the Premises, except to the extent caused by Little Elm EDC' s negligent acts or omissions.

8.3 **Maintenance Repairs**. From and after the Commencement Date, subject to the provisions of **Article XVIII** (Destruction and Severability) and **Article XIX** (Condemnation) below relating to destruction of or damage to the Premises, Hula Hut agrees that at its own

expense it will keep and maintain the Premises, including, without limiting the generality of the foregoing, all improvements and landscaping (including mowing of grass and care of shrubs), and the pond located on the Premises, in good, clean, condition and repair. Prior to the expiration or termination of this Agreement, Hula Hut may remove from the Premises all of the personal property and equipment located thereon. This Agreement shall be deemed and construed to be a "triple net lease," and Hula Hut shall pay to Little Elm EDC, net throughout the Lease Term, the Percentage Rent and other payments hereunder free of any costs or expenses associated with the Premises and without abatement, deduction or set off. Under no circumstances or conditions, whether now existing or hereafter arising, or whether or not beyond the contemplation of the parties, shall Hula Hut be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder in respect of the Premises, except as herein otherwise expressly set forth.

8.4 **Construction by Hula Hut**. Little Elm EDC and Hula Hut acknowledge and agree that all prior improvements have been constructed and completed. Hula Hut and/or Sub-ground lessee may, at any time and from time to time during the Term of this Agreement, erect, maintain, alter, remodel, reconstruct, rebuild, replace, and remove buildings and other improvement on the Premises, subject to the following:

a. Little Elm EDC has reviewed and approved the plans for the proposed alteration, remodeling, reconstruction, rebuilding, replacement, and/or removal of buildings and other improvements that require a permit on the Premises not to be unreasonably withheld.

b. Hula Hut/Sub-ground lessee fully complies with the governmental regulations with respect to construction, demolition and security for the work done with respect to the Improvements.

c. Hula Hut/ Sub-ground lessee bears the cost of any such work.

d. The Premises must at all times be kept free of mechanic's and materialmen's liens.

e. The Little Elm EDC must be notified of the time for beginning and the general nature of any such work, other than routine maintenance of existing buildings or improvements, that do not require a permit, at the time the work begins.

f. Hula Hut shall require its general contractor and the general contractor shall in turn require its subcontractors to designate the Town of Little Elm on Texas sales tax payments made to the Texas Comptroller's office for construction materials purchased for the development of both the multifamily and the retail/commercial projects, only on purchases over $100,000.00. Verification of submittal must be provided by the subcontractors to the general contractor and the general contractor must provide verification to the Town of Little Elm.

g. Little Elm EDC allows Hula Hut to improve and alter the existing Facilities as follows:

(1) All design and improvements that require a permit must receive prior approval from Little Elm EDC; and

(2) Hula Hut must submit to the Town of Little Elm, Texas, a detailed site plan for approval by the Town when required by the Town Code of Ordinances.

8.5 **Rules Governing Construction, Additions, and Alternations**. The following rules govern construction, additions, and alterations of buildings or other improvements on the Premises by Hula Hut:

a. Hula Hut and any Sub-ground lessee must, at its own expense, engage a licensed architect or engineer to prepare plans and specifications for constructing any building or improvements or additions or alterations to any buildings or improvements and submit the same to the Little Elm EDC for approval in advance of any such construction, which such approval shall not be unreasonably withheld or delayed.

b. The following items do not require submission to, and approval by Little Elm EDC:

(i) Minor repairs and alterations necessary to maintain existing structures and improvements in a useful state of repair and operation.

(ii) Changes and alterations required by an authorized public official with authority or jurisdiction over the buildings or improvements, to comply with legal requirements.

8.6 **Landscaping and Landscape Maintenance**. Hula Hut shall be responsible for the installation and ongoing maintenance of all required landscaping on the Premises and agrees to utilize the services of the landscaping contractor selected by Little Elm EDC for Little Elm EDC's own landscaping needs on Little Elm EDC owned properties. Little Elm EDC shall also be responsible for all construction and maintenance of landscaping outside the premises, parking lots, utilities and lighting of the common areas.

8.7 **Chamber Membership**. Hula Hut shall maintain a membership in good standing with the Little Elm Chamber of Commerce at the Chamber's Yacht level; with such membership to commence not later than the date of the opening of the Facilities and to continue in effect at all times that the Facilities remain operational.

8.8 **Signage**. Hula Hut, subject to approval by the Town of Little Elm, shall be allowed identifying signage of the building and on an approved portion of the Land at Hula Hut expense. The signage will be of adequate size and design so as to be readily identifiable as a restaurant and bar, and be visible from the nearby roads. Little Elm EDC shall allow Hula

Hut, at Hula Hut expense and subject to approval by the Town of Little Elm, to erect a monument sign that meets the Town of Little Elm's sign requirements (signage cannot be erected within any right-of-way or easement) at a location acceptable to the Town of Little Elm. Little Elm EDC will request the Town of Little Elm to provide Hula Hut with Town Wayfinding signage at three (3) locations on Eldorado Parkway, one (1) on F.M. 720 and one (1) on F.M. 423, see ***Exhibit B*** for a depiction of specific locations, subject to approval of the Texas Department of Transportation. All signage must be located on the building and not within any easement located on the Premises.

8.9 **Advertising**. Hula Hut, in its advertising efforts, shall emphasize its location in, and affiliation with, the Town of Little Elm, rather than its proximity to Lake Lewisville.

8.10 **Lakefront District Building Lights System.**

(a) During the Term of this Agreement, Hula Hut consents to the following:

(1) To the entry by the Town of Little Elm, and/or any Town-approved maintenance contractors, upon Hula Hut's premises for the initial installation and operation of the light stringers, light bulbs, and other related apparatus upon the exterior of Hula Hut's building;

(2) To the entry by the Town of Little Elm, and/or any Town-approved maintenance contractors, upon Hula Hut's premises for the annual maintenance of the light stringers, light bulbs, and other related apparatus upon the exterior of Hula Hut's building;

(3) To paying for the power and energy used by the System at Hula Hut's sole cost;

(4) Hula Hut agrees to fully cooperate with the Town of Little Elm and Little Elm EDC's employees and the Town-approved maintenance contractors in facilitating the annual maintenance of the System during the term of the Agreement;

(5) Hula Hut agrees to contract with a Town-approved or Little Elm EDC-approved maintenance contractor for replacement and/or repair of any and all damaged light stringer, light bulbs, and other related apparatus upon the exterior of the Hula Hut's building. Repairs must be completed within ten (10) business days of notification from the Little Elm EDC;

(6) Hula Hut agrees that at all times pertinent, both during the term of this Agreement, and following the termination or expiration of this Agreement, that the System is owned by the Town of Little Elm and is the property of the Town of Little Elm; subject, however, to Hula Hut's rights to use the same under the terms and provisions of this Agreement;

(7) Hula Hut agrees to select a standard color to be used year-round, outside of Town-sponsored events, at which time the Town of Little Elm will determine and set the color(s) of the System;

(8) Hula Hut agrees to contact the Town of Little Elm's point-of-contact for all requests to change the standard color of the exterior of the Hula Hut's building for a Hula Hut -sponsored event;

(9) Hula Hut agrees to coordinate any additions or expansions to the System after the initial installation with the Town of Little Elm, prior to beginning any work at their own expense; and

(10) Hula Hut agrees to update insurance to include the addition of the System and will be responsible for their own insurance deductible and out of pocket expense.

(b) During the Term of this Agreement, Little Elm EDC agrees to the following:

(1) Little Elm EDC shall be responsible for providing and paying for, at its sole cost, annual maintenance for the System; PROVIDED, HOWEVER, that Hula Hut shall be solely responsible for replacement or repair of damaged light stringer, light bulbs, and other related apparatus upon the exterior of the Hula Hut's building;

(2) Little Elm EDC shall control the color and schedule of color changes of the System;

(3) At the time of termination of this Agreement, Little Elm EDC shall remove the System at its sole cost and expense in a careful, commercially reasonable manner, without causing damage to Hula Hut's building; and

(4) Little Elm EDC has already paid, in the form of a grant, 50% of the cost for the lights and installation, in an amount not to exceed $9,545, for the light stringers needed to operate the decorative lights of the System. The grant is only applicable at the initial installation. The grant will not exceed 50% of the cost, with a maximum investment not to exceed $50,000.

(c) The Assistant Director of Parks and Recreation for the Town of Little Elm shall be the Little Elm EDC's representative responsible for the administration of this Section of the Agreement, and the point-of-contact for Hula Hut to change the standard color of the exterior of Hula Hut's building for a Hula Hut-sponsored event.

(d) That Penny Carter shall serve as the designated Representative and point-of-contact for Hula Hut, for the convenience and consistency of the administration of this Agreement. Any notices of violation of the terms of this Agreement shall be furnished in writing both to the Representative, as well as Hula Hut at the below-stated address of Hula Hut.

ARTICLE IX

COMPETITION

9.1 **Current Competition**. Little Elm EDC, at the time of the Effective Date of this Agreement, owns a majority of the real property located on the south side of Eldorado Parkway between Beard Park and Hardwicke Street. There currently exists a full service, sit down, restaurant, located at 290 East Eldorado Street, Little Elm, Texas (the "290 Restaurant") on land owned by the Little Elm EDC. Hula Hut acknowledges the presence of this competing 290 Restaurant and does not object to the continued operation of the 290 Restaurant provided that the 290 Restaurant does not offer for sale at any time more than 15% of its food items consisting of items typically sold at Mexican/Spanish restaurants or other Mexican/Spanish food establishments. Such items shall include, but are not necessarily limited to, Burritos, Chimichangas, Enchiladas, Fajitas, Flautas, Tacos, Tamales, Taquitos, Tostadas, Quesadillas, Nachos, Chile Con Queso, Queso Compuesto, Gaucamole Salad, Tortilla Soup, Chile Rellenos, Barbacoa, Cabrito, Carne Asada, Carnitas, Chorizo, Gorditas, Huevos Rancheros and Menudo. This limitation applies to all food items offered for sale regardless of whether designated as entrees, snacks, sides, appetizers or desserts. Little Elm EDC warrants that it has current contractual restrictions in place with the owners/operators of the 290 Restaurant that imposes this 15% food type restriction and further warrants that it will maintain such restrictions in place during the Term of this Agreement.

9.2 **Little Elm Beach / Little Elm Parks.** Little Elm EDC will allow or cause to allow Hula Hut to deliver food and drink orders placed through the brick and mortar business located at 201 E. Eldorado Parkway to the designated areas by the Town of Little Elm in said locations; excluding when the Town of Little Elm has programmed events.

ARTICLE X

HAZARDOUS SUBSTANCES

10.1 **Environmental Laws**. For purposes of this **Article X, "Environmental Laws"** means the State and Federal laws which regulate Hazardous Substances (as hereinafter defined), and material, waste, or pollutants, in quantities or concentrations the generation, storage, disposal, handling, release (or threatened release), treatment, discharge, or emission of which is regulated, prohibited, or limited under: (i) the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, as

now or hereafter amended ("**RCRA**") (42 U.S.C. Sections 6901 et seq.), (ii) the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, as now or hereafter amended ("**CERCLA**''), (42 U.S.C. Sections 9601 et seq.), (iii) the Clean Water Act, as now or hereafter amended ("**CWA**") (33 U.S.C. Sections 1251 et seq.), (iv) Toxic Substances and Control Act, as now or hereafter amended ("**TSCA**") (15 U.S.C. Section 2601 et seq.), (v) the Clean Air Act, as now or hereafter amended ("**CAA**") (42 U.S.C. Section 7401 et seq.), (RCRA, CERLA, CWA, TSCA and CAA are collectively referred to herein as the "**Federal Toxic Waste Laws**"), (vi) any local, state or foreign law, statute, regulation, or ordinance analogous to any of the Federal Toxic Waste Laws, and (vii) any other federal, state, local, or foreign law (including any common law), statute, regulation, or ordinance regulating, prohibiting, or otherwise restricting the placement, discharge, release, threatened release, generation, treatment, or disposal upon or into any environmental media of any substance, pollutant, or waste which is now or hereafter classified or considered to be hazardous or toxic. All of the laws, statutes, regulations and ordinances referred to in subsections (vi) and (vii) above, together with the Federal Toxic Waste Laws are collectively referred to herein as "**Toxic Waste Laws**". The term "**Hazardous Substances**" shall also include, without limitation the following in quantities or concentrations which are regulated by State of Federal Environmental Laws, (a) gasoline, diesel fuel, fuel oil, motor oil, waste oil, and any other petroleum hydrocarbons, including any additives or other by-products associated therewith, (b) asbestos and asbestos-containing materials in any form, (c) polychlorinated biphenyls, and (d) any substance the presence of which on the Premises: (x) requires reporting or remediation under any Toxic Waste law; (y) causes or threatens to cause a nuisance on the Premises or poses or threatens to pose a hazard to the health or safety of persons on the Premises; or (z) which, if it emanated or migrated from the Premises, could constitute a trespass, nuisance or health or safety hazard to persons on adjacent property.

10.2 **Hazardous Substances on Premises Prohibited**. Hula Hut shall not knowingly conduct, permit, or authorize Hazardous Substances on the Premises without prior written authorization by Little Elm EDC, except for such quantities which are routinely utilized in connection with the lawful use of the Premises, all of which are to be stored, used, handled, and disposed of in full compliance with all Toxic Waste Laws. Nothing contained herein shall be construed as imposing upon Hula Hut any responsibility for any Hazardous Substances located in, on, or under the Land on or prior to the Effective Date (the "**Pre-Existing Conditions**"). If Hula Hut discovers any Pre-Existing Conditions after the Effective Date, Hula Hut shall have the option of either remediating such Pre-Existing Condition to the extent required by the Toxic Waste Laws and offsetting the cost thereof (including costs of investigations, reports, studies and consultants) against the Annual Percentage Rent, or terminating this Agreement by giving Little Elm EDC at least thirty (30) days prior written notice of such termination. However, in no event will Little Elm EDC have any direct responsibility to Hula Hut for any Pre-Existing Condition.

10.3 **Compliance with Toxic Waste Laws.**

(a) Hula Hut shall, at its sole cost and expense, comply with all applicable Toxic Waste Laws, provided that nothing contained herein shall be construed as imposing upon Hula Hut any responsibility for compliance with applicable Toxic Waste Laws in respect of Pre-Existing Conditions.

(b) Notwithstanding anything contained herein to the contrary, Hula Hut shall indemnify and hold harmless Little Elm EDC from any and all liabilities, claims, causes of action, penalties, fines, costs, expenses, reasonable attorneys' fees, remedial or response costs, investigatory costs and other similar expenses arising out of or otherwise attributable to any violation by Hula Hut or the Premises of any Toxic Waste Law, unless such violation is the result of Pre-Existing Conditions, or has migrated to the Land from somewhere other than the Land or its improvements. Such indemnity obligation shall survive any termination or expiration of this Agreement.

10.4 **Little Elm EDC's Warranties**. Little Elm EDC further represents and warrants that to the best of Little Elm EDC's actual knowledge, (i) no leak, spill, discharge, emission or disposal of hazardous or toxic substances has occurred on or about the Land, (ii) the soil, groundwater, soil vapor on or under the Premises is free of toxic or hazardous substances as of the date hereof, and (iii) that there has been no violation of any Toxic Waste Law. Little Elm EDC shall produce to Hula Hut at Hula Hut's expense all existing environmental reports governing the Land and/or the Premises known to Little Elm EDC within thirty (30) of the Effective Date.

ARTICLE XI

INSURANCE

11.1 **Hula Hut's Insurance**. Throughout the Lease Term, Hula Hut shall, at Hula Hut's expense, procure and maintain the following insurance policies:

(a) Commercial general liability insurance for bodily injury, death or property damage, insuring Hula Hut and naming Little Elm EDC as an additional insured, against all claims, demands, or actions relating to the Facilities and the Premises on an occurrence basis, issued by and binding upon a solvent insurance company licensed to do business in Texas, with a minimum combined single limit of not less than $1,000,000 per occurrence for injury to persons (including death), and for property damage or destruction, including loss of use.

(b) Worker's Compensation and Employer's Liability insurance in the minimum amounts required by state law.

(c) Insurance covering all buildings and other Improvements located or being constructed on the Premises against loss or damage from perils covered by an all

risk or special form policy in amounts not less than eighty (80%) percent of the full insurable value of the buildings and other improvements included in the Premises.

(d) Hula Hut shall also provide construction liability insurance at all times when demolition, excavation, or $250,000 for property damage and $500,000 for one person and $1,000,000 for one accident for personal injury and must protect Hula Hut and Little Elm EDC, as well as any other person or persons Hula Hut may designate, against all liability for injury or damage to any person or property in any way arising out of demolition, excavation, or construction work on the Premises.

11.2 **Evidence of Insurance**. Prior to the Effective Date, Hula Hut shall furnish to Little Elm EDC a certificate of insurance evidencing the required insurance and indicating the exclusions from coverage, if any.

11.3 **Certificates of Insurance.** All insurance and certificates of insurance required hereunder shall contain the following provisions: (i) name Little Elm EDC, its officers, employees and agents as additional insureds as to all applicable insurance coverage with the exception of workers compensation insurance; (ii) provide at least thirty (30) days prior written notice to Little Elm EDC for cancellation, non-renewal or material change in any such insurance; (iii) provide for a waiver of subrogation against Little Elm EDC's injuries, damages, including death, property damages, or any other loss to the extent the same is covered by the proceeds of insurance. Any such insurance required by this **Article XI** shall be primary and noncontributing with any insurance that may be carried by Little Elm EDC. Little Elm EDC reserves the right, from time to time throughout the Lease Term, to increase the minimum insurance limits set out above to ensure that adequate insurance is being maintained.

11.4 **Qualifying Insurance Company.** All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

11.5 **Little Elm EDC Purchasing Insurance.** In addition to other remedies provided in this Agreement, if Hula Hut fails to maintain the insurance required by this **Article XI**, Little Elm EDC may, but is not obligated to, obtain such insurance and Hula Hut shall pay to Little Elm EDC upon demand, as additional rental the premium cost thereof plus interest at the Maximum Rate from the date of payment by Little Elm EDC until repaid by Hula Hut. Little Elm EDC may purchase and maintain at its discretion public liability and casualty insurance for the common areas of the Land.

11.6 **Contractor's Insurance.** Without limiting any of the other obligations or liabilities of Hula Hut, Hula Hut shall require its contractors and subtenants, at the contractors' or subtenants' expense, to maintain during the portion of the Lease Term during which they occupy or otherwise are conducting activities on the Leased Premises, the required insurance including the certificate and policy conditions as stated herein.

11.7 **Waiver of Subrogation**. Notwithstanding anything contained in this Agreement to the contrary, each party hereto hereby waives any and every claim which arises or may arise in its favor and against the other party hereto, or anyone claiming through or under them, by way of subrogation or otherwise, during the term for any and all loss of, or damage to, any of its property (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom such other party may be responsible), which loss or damage is covered, or is required by this Agreement to be covered, by valid and collectible fire and extended coverage insurance policies (but not as to loss or damage covered by self-insurance as permitted hereby). Such waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Agreement with respect to any loss or damage to property of the parties hereto.

ARTICLE XII

ASSIGNMENT AND SUBLETTING

12.1 **Right to Sublet**. Hula Hut may from time to time sublet (or sub-ground lease) the Premises in whole or in part at any time and from time to time, with Little Elm EDC's written consent, which consent shall not be unreasonably withheld. The making of any such sublease or ground lease shall not release Hula Hut from, or otherwise affect in any manner, any of Hula Hut's obligations hereunder.

12.2 **Right to Transfer**. Hula Hut may, without Little Elm EDC's consent but with written notice, Transfer its interest in and under this Agreement, in whole or in part, for any use permitted under **Section 6.1**, above; provided however, Hula Hut may not transfer to an Unqualified Transferee. Hula Hut shall not be relieved of liability for the performance of its obligations under this Agreement by reason of any such Transfer, with respect to the interest Transferred unless Hula Hut delivers to Little Elm EDC a written instrument, in recordable form, pursuant to which the Transferee assumes, from and after the effective date of the Transfer, all of the obligations of Hula Hut in respect of the interest Transferred; provided, however, that in the event the Transfer occurs by way of the foreclosure of a Deed of Trust, Hula Hut shall thereupon be relieved of any further liabilities of obligations accruing from and after the date of foreclosure, regardless of whether the Deed of Trust (or other Person acquiring Hula Hut's interest in and under this Agreement) assumes Hula Hut's obligations hereunder. In the event of any transfer by Hula Hut hereunder, the Transferee shall be entitled to the notices and rights conferred on Hula Hut under **Section 4.3** and **4.4** and shall be burdened by the obligations provided to the Little Elm EDC under **Section 4.5**.

12.3 **Transfer Restrictions.** Hula Hut shall not, without first obtaining the prior written consent of Little Elm EDC, transfer its interest in or under this Agreement, in whole or in part, to any Unqualified Transferee as defined in **Section 1.35**.

ARTICLE XIII

QUIET ENJOYMENT

13.1 **Quiet Enjoyment.** Provided Hula Hut pays the rent payable hereunder as and when due and payable and keeps and fulfills all of the terms, covenants, agreements and conditions to be performed or observed by Hula Hut hereunder, Hula Hut shall at all times during the Term have quiet and peaceable enjoyment of the Premises.

13.2 **Warranty of Title.** Little Elm EDC represents and warrants that Little Elm EDC is the sole owner of fee simple title in and to the Land and that Little Elm EDC alone has the full and sole right to lease the Premises to Hula Hut without the consent or joinder of any party other than the Town of Little Elm.

ARTICLE XIV

HOLDOVER

Upon the termination of this Agreement (whether by the expiration of the Term of this Agreement or otherwise) Hula Hut must immediately vacate the Premises, but if Hula Hut fails to do so then, without the execution of a new lease by Little Elm EDC and Hula Hut, Hula Hut, at the option of Little Elm EDC, shall immediately become a holdover month-to-month Ground Lessee of the Premises at one hundred twenty-five percent (125%) of the Annual Percentage Rent effective in the month immediately preceding the termination of this Agreement, plus all Additional Rent and other sums payable by Hula Hut hereunder, and under all other terms, conditions, provisions, and obligations of this Agreement.

ARTICLE XV

DEFAULT AND REMEDIES

15.1 **Events of Default.** The occurrence of one or more of the following events shall constitute an event of default (each being referred to as an "**Event of Default**") pursuant to the terms of this Agreement:

(a) The failure of Hula Hut to comply with or to observe any terms, provisions, or conditions of this Agreement performable by and obligatory upon Hula Hut, excluding the rent and other payment provisions hereof, within thirty (30) days after written notice by Little Elm EDC plus such additional time as is needed to cure the same so long as Hula Hut (or its mortgagee) has commenced such cure within such 30-day period and such cure thereafter is continuously and diligently undertaken by Hula Hut (or its mortgagee);

(b) From the Commencement Date, the failure of Hula Hut to pay when due any portion of any installment of Annual Percentage Rent or any other monetary charge due from Hula Hut hereunder and such failure continues for thirty (30) days after written notice thereof from Little Elm EDC; provided, however, Little Elm EDC shall not be required to give such 30 day notice, and Hula Hut shall not be entitled to same, more than two (2) times during any twelve (12) month period, and any subsequent failure of Hula Hut to pay a monetary charge hereunder during such 12-month period shall be an Event of Default upon the occurrence thereof without any further notice whatsoever to Hula Hut;

(c) The taking of all of Hula Hut's leasehold estate by execution or other process of law other than as provided in **Article XIX**.

15.2 **Little Elm EDC Remedies.** Upon the occurrence of any Events of Default enumerated in **Section 15.1** hereof, but subject to the rights of mortgagees and their designees as provided in **Article XVI** hereof, Little Elm EDC shall have the right to pursue and enforce any and all rights and remedies available to Little Elm EDC hereunder or at law or equity, including, without limitation, (i) the right to terminate this Agreement by written notice to Hula Hut and the expiration of any applicable cure periods as provided in this Agreement, and (ii) the right to terminate Hula Hut's right of possession of the Premises (without terminating this Agreement).

15.3 **No Waiver by Little Elm EDC.** Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Little Elm EDC hereunder or of any damages accruing to Little Elm EDC by reason of the violation of any of the terms, provisions, and covenants herein contained. Little Elm EDC's acceptance of rent following an Event of Default hereunder shall not be construed as Little Elm EDC's waiver of any future Event of Default. No waiver by Little Elm EDC of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Little Elm EDC to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default.

15.4 **Attorney's Fees**. In any case where Little Elm EDC or Hula Hut employs attorneys to protect or enforce its rights hereunder and prevails, then the non-prevailing party agrees to pay the other party reasonable attorney's fees and costs of suit incurred by the prevailing party.

15.5 **Bankruptcy of Hula Hut**. The filing for bankruptcy or insolvency of Hula Hut (not vacated within thirty (30) days), an assignment by Hula Hut for the benefit of Hula Hut's creditors, the appointment of a trustee, liquidator or receiver for Hula Hut, reorganization

by Hula Hut, an admission by Hula Hut of its inability to pay its debts as the same become due and/or the inability to pay its debts as the same become due and/or the seeking or granting of any order of relief in any proceeding commenced by or against Hula Hut under any present or future federal or state bankruptcy, insolvency or creditors' relief statute shall not affect this Agreement so long as all covenants of Hula Hut are continued in performance by Hula Hut or its successors or legal representatives. Furthermore, with respect to the rights of a mortgagee, all notice of default and the periods for curing the same shall be extended for such period of time as Hula Hut and/or its interest under this Agreement are involved in any bankruptcy, receivership, custodial or other legal proceeding which prevents such mortgagee from curing any such default and/or obtaining title to the interest of Hula Hut under this Agreement and/or actual possession of the Premises, provided that during such interim period the mortgagee under a mortgage of the leasehold estate, or its designee, shall pay/or cause to be paid all rents, taxes, assessments, and insurance premiums provided for hereunder as and when they become due under the terms of this Agreement.

15.6 **Bankruptcy of Little Elm EDC**. Should Little Elm EDC declare bankruptcy, Hula Hut, to the extent permitted by bankruptcy law, shall be permitted to continue its operations and shall have the right to purchase the Premises and Land from Little Elm EDC if permitted by the bankruptcy court.

15.7 **Default of Little Elm EDC**. To the extent Little Elm EDC has obligations under this Agreement, if Little Elm EDC defaults in its obligations, Hula Hut shall provide Little Elm EDC with thirty (30) days' notice within which to cure such default. In the event Little Elm EDC has not cured such default within the applicable time, then Hula Hut shall have the right to pursue and enforce any and all rights and remedies available to Hula Hut hereunder, or at law or equity, including specific performance.

ARTICLE XVI

FINANCING

16.1 **Right to Finance.** Hula Hut shall from time to time and at any time have the right to encumber by one or more mortgages, deeds of trust, security agreements, or other instruments in the nature thereof, as security for one or more loans, indebtednesses or obligations, Hula Hut's right to use and occupy the Premises, the leasehold estate created hereby, all right, title and interest in and to any improvements at any time located on or partially on the Premises, and any other property so affixed to said land, buildings or improvements as to be a part thereof. Any such indebtedness or obligation and any such mortgage, deed of trust or security agreement securing same shall be for such amount and on such other terms and conditions as Hula Hut may agree to in its sole discretion; provided that any such mortgage, deed of trust, or security agreement shall at all times be subject to the terms and provisions of this Agreement and the rights, titles and interest of Little Elm EDC arising by virtue of this Agreement. **IN NO EVENT WILL LITTLE ELM EDC BE REQUIRED TO "SUBORDINATE" LITTLE ELM EDC'S FEE SIMPLE**

ESTATE IN THE LAND FOR FINANCING OBTAINED BY HULA HUT UNDER THIS SECTION 16.1, (I.E., LITTLE ELM EDC WILL NOT EXECUTE ANY DEED OF TRUST SECURING ANY INDEBTEDNESS OF HULA HUT). NOTHING HEREIN, HOWEVER, SHALL AFFECT, IMPAIR OR RESTRICT THE ABILITY OF HULA HUT TO INCUR INDEBTEDNESS OF TANGIBLE PERSONAL PROPERTY FOR PLACEMENT ON OR INCORPORATION INTO THE PREMISES AT ANY TIME.

16.2 **Notice to Mortgagee.** If at any time after execution and recordation in Denton County, Texas, of any such mortgage, deed of trust, or other instrument in the nature thereof, Hula Hut or the mortgagee therein shall notify Little Elm EDC in writing that any such mortgage or deed of trust has been given and executed by Hula Hut, and shall furnish Little Elm EDC with the address to which such mortgagee desires copies of notices to be mailed (or designate some person or corporation as the agent and/or representative of such mortgagee for the purpose of receiving copies of notices), Little Elm EDC hereby agrees that Little Elm EDC will thereafter, in addition to any other notice Little Elm EDC shall be required by this Agreement to deliver to such mortgagee, mail to each such mortgagee or agent thereof, at the address so given, by registered mail, postage prepaid, return receipt requested, and at the same time that such notice is placed in the mail or otherwise delivered to Hula Hut, duplicate copies of any and all notices in writing which Little Elm EDC may from time to time give or serve upon Hula Hut under and pursuant to the terms and provisions of this Agreement, including, but not by way of limitation, any notices of default required to be sent by virtue of **Article XV** hereof. Little Elm EDC shall also notify each such mortgagee of any proposed action requiring the prior approval of such mortgagee hereunder and any casualty or condemnation loss.

16.3 **Right to Cure**. Any such mortgagee, at the option of such mortgagee, acting either directly or indirectly through a designee, may pay any of the rents due hereunder or may effect any insurance, or may pay any taxes and assessments, or may make any repairs and improvements, or may make any deposits, or may do any other act or thing or make any other payment required of Hula Hut by the terms of this Agreement, or may do any act or thing which may be necessary and proper to be done in the observance of the covenants and conditions of this Agreement, or to prevent the forfeiture of this Agreement; and all payments so made and all things so done and performed by such mortgagee or designee shall be effective to prevent a forfeiture of the rights of Hula Hut hereunder as the same would have been if timely done and performed by Hula Hut instead of by any such mortgagee or designee. The mortgagee shall be given a separate fifteen (15) day written notice of Hula Hut's failure to cure an Event of Default after any notice and period to cure, during which fifteen (15) day period the mortgagee shall have the right to cure and monetary default, and if any non-monetary default cannot reasonably be cured in this fifteen (15) day period, the right to commence and thereafter diligently and continuously pursue the required cure to completion.

16.4 **Option for New Lease**. Upon termination of this Agreement, for any reason, other than expiration of its Term, Little Elm EDC shall deliver written notice of such termination to

any mortgagee about which Little Elm EDC has been notified pursuant to **Section 16.2** hereof and such mortgagee or its designee shall have the option, within forty-five (45) days after receipt of written notice of such termination, to elect to receive from Little Elm EDC a new lease of the Premises for the unexpired balance of the Lease term, or any renewal and extension hereof, on the same terms and conditions as in this Agreement set forth, and Little Elm EDC agrees to execute such new lease provided such mortgage holder or designee:

(a) shall forthwith cure any monetary default of Hula Hut;

(b) shall undertake forthwith to remedy any non-monetary default of Hula Hut, excluding those which by their nature are incapable of cure by any other person or corporation; and

(c) shall thereafter observe and perform all covenants and conditions in such Lease contained on the part of Hula Hut to be observed and performed (including the payment of rents hereunder).

In the event that more than one (1) mortgagee or designee shall exercise the foregoing option for a new lease, Little Elm EDC shall enter into a new lease with the mortgagee, or the designee of such mortgagee, having the highest priority among those mortgagees which exercised the option.

16.5 **No Liability.** No such mortgagee of the rights or interests of Hula Hut or its designee hereunder shall be or become liable to Little Elm EDC as an assignee of this Agreement or otherwise, unless such mortgagee or designee expressly assumes by written instrument such liability, and no assumption shall be inferred from or result from foreclosure or other appropriate proceedings in the nature thereof or as the result of any other action or remedy provided for by such mortgage or deed of trust or other instrument or from a conveyance from Hula Hut pursuant to which the purchaser at foreclosure or grantee shall acquire the rights and interest of Hula Hut under the terms of this Agreement.

16.6 **Modifications.**

(a) Little Elm EDC shall not accept any surrender of or agree to any termination of or enter into any modification or amendment of this Agreement without the prior written consent thereto by any such mortgagee, and any attempt to do so without such written consent shall be void and of no force and effect.

(b) Little Elm EDC agrees to modify this Agreement from time to time for the purpose of incorporating therein such additional mortgagee protective provisions as may be reasonably requested by any such mortgagee, provided such modifications are reasonably acceptable to Little Elm EDC and not inconsistent with the basic transaction agreed to by the parties, including, without limitation, any of the

monetary terms of this Agreement, provided that **IN NO EVENT WILL LITTLE ELM EDC BE REQUIRED TO "SUBORDINATE" LITTLE ELM EDC'S FEE SIMPLE ESTATE IN THE LAND FOR FINANCING OBTAINED BY HULA HUT UNDER THIS SECTION 16.6, (I.E., LITTLE ELM EDC WILL NOT EXECUTE ANY DEED OF TRUST SECURING ANY INDEBTEDNESS OF HULA HUT).**

16.7 **Rights Cumulative.** All rights of a leasehold mortgagee under this Agreement shall be cumulative.

16.8 **Little Elm EDC's Right to Finance.** Little Elm EDC may at any time, without the prior written consent of Hula Hut, encumber by mortgage, deed of trust, security agreement or other instrument in the nature thereof, any of Little Elm EDC's right, title or interest in the Land and this Agreement; provided that any such mortgage, deed of trust or other instrument in the nature thereof shall at all times be, and shall expressly state that it is, subject and subordinate to this Agreement and the rights, titles and interests of Hula Hut and any mortgagee of Hula Hut arising by virtue of this Agreement.

ARTICLE XVII

ESTOPPEL CERTIFICATES

Little Elm EDC and Hula Hut will, at any time and from time to time, upon not less than twenty (20) days' prior written request by the other party, execute, acknowledge and deliver to each other or to any person whom the requesting party may designate, a certificate, certifying as follows: (i) that this Agreement is unmodified and in full effect (or setting forth any modifications and that this Agreement is in full effect as modified); (ii) the Annual Percentage Rent payable and the dates to which the Annual Percentage Rent has been paid and whether other sums, including Additional Rent payable hereunder, have been paid; (iii) any default of which such party may have knowledge; (iv) the commencement and expiration dates of this Agreement; and (v) such other matters as may reasonably be requested by either of the parties hereto. Any such certificate may be relied upon by any mortgagee or prospective purchaser or prospective mortgagee of the Premises.

ARTICLE XVIII

DESTRUCTION AND SEVERABILITY

18.1 **Damage to Premises**. If, during the Lease Term, the Facilities, any other buildings or other improvements located on the Premises are wholly or partially destroyed or damaged by fire, or any other casualty whatsoever (collectively called a "Casualty"), Hula Hut shall promptly repair, replace, restore and reconstruct such improvements in a good and workmanlike manner.

18.2 **Payment of Insurance Proceeds**. In the event that proceeds of insurance are to be used to repair, replace, restore or reconstruct improvements destroyed by Casualty ("Restoration"), the following provisions shall pertain:

(a) Prior to the commencement of such Restoration, the plans and specifications for the Restoration must be approved by Little Elm EDC (such approval not to be unreasonably withheld or delayed).

(b) If, in the reasonable judgment of Little Elm EDC, the costs of the Restoration will exceed the amount of the Insurance Proceeds, Hula Hut will, upon demand by Little Elm EDC, give satisfactory proof or assurances to Little Elm EDC that the funds required to meet such deficiency (such funds to be provided by Hula Hut) are or will be available for such purpose.

ARTICLE XIX

CONDEMNATION

19.1 **Definitions.** For purposes of this **Article XIX**, the following terms shall have the respective meanings set forth below:

(a) **"Award"** means the amount of any award made, consideration paid, or damages ordered as a result of a Taking less any reasonable costs in obtaining such award, such as reasonable legal fees and costs, consultant fees, appraisal costs.

(b) **"Date of Taking"** means the date upon which title to the Premises, or a portion thereof, passes to or vests in the condemnor or the effective date of any order for possession if issued prior to the date title vests in the condemnor.

(c) **"Taking"** means a taking of the Premises or any damage related to the exercise of the power of eminent domain and including a voluntary conveyance to any agency, authority, public utility, person, or corporate entity empowered to condemn property in lieu of court proceedings.

19.2 **Total Condemnation**. If the entire Premises shall be taken as the result of a Taking, this Agreement shall terminate and expire as of the Date of Taking.

19.3 **Partial Condemnation**. If a portion of the Premises should be taken as a result of a Taking, and the remaining part of the Premises is unsuitable, in Hula Hut's reasonable opinion, for the continued economic conduct of Hula Hut's business, Hula Hut shall have the right to terminate this Agreement by giving Little Elm EDC written notice thereof no later than thirty (30) days after the Date of Taking, whereupon Annual Percentage Rent, Additional Rent and all other charges shall be terminated as to the unexpired portion of this Agreement, effective as of the Date of Taking.

If Hula Hut does not exercise its right to terminate as set forth above or if such partial Taking does not, in Hula Hut's discretion, render the remaining part of the Premises unsuitable for the continued economic conduct of Hula Hut's business, this Agreement shall not terminate; however, the Annual Percentage Rent payable hereunder during the unexpired portion of this Agreement shall be reduced in proportion to the area of the Land taken, effective as of the Date of Taking; further provided, however, that if Little Elm EDC and Hula Hut do not agree on the proportionate amount of reduction of Annual Percentage Rent, such amount shall be determined in accordance with the appraisal procedures described in **Section 19.5**. Following such partial Taking, Hula Hut shall make all necessary repairs or alternations necessary to make the Premises an architectural whole, if Hula Hut has not elected to terminate this Agreement.

19.4 **Condemnation Proceeds.** All Awards shall be paid to Little Elm EDC and Hula Hut in the following shares:

(i) Hula Hut shall receive those portions of the Award that are specifically attributable to (a) the value of, and paid as compensation for, Hula Hut's interest in the Premises, including all improvements hereafter constructed by Hula Hut thereon and any of Hula Hut's personal property taken, (b) removal and relocation of Hula Hut's personal and trade fixtures, (c) anticipated or lost profits or damages caused to Hula Hut's business or any special damages to Hula Hut, (d) the bonus value of Hula Hut's leasehold estate, and (e) any severance damages awarded by reason of the partial Taking of any improvements;

(ii) Little Elm EDC shall receive from the Award those portions of the Award that are attributable to (a) the value of, and paid as compensation for, its fee interest in the Land (as encumbered by the Lease), and (b) the reversionary interest in any improvements located on the Land; and

(iii) Hula Hut shall use whatever portion of the Award it receives by reason of a partial taking of improvements to pay the cost of enclosing any improvements that are not taken if the partial taking caused such improvements to be no longer fully enclosed.

In the event of a dispute between Little Elm EDC and Hula Hut as to the fair market value of the Land and any improvements before or after the Taking, or as to the proper allocation of any Award as required herein, then either Little Elm EDC or Hula Hut may submit the issue to determination by appraisers pursuant to **Section 19.5**, and such determination shall be binding upon the parties.

19.5 **Appraisal.** Not more than thirty (30) days after any Taking, Little Elm EDC and Hula Hut shall each appoint one independent MAI appraiser to determine the value of the interest of Little Elm EDC or Hula Hut, or both, as the case may be, and notice of such appointment shall be given to the other party. Such appraisers shall be appointed and such appraisals shall be made in the following manner: Little Elm EDC and Hula Hut shall each select an

independent, experienced and duly licensed MAI real estate appraiser and the two appraisers shall thereupon be instructed to select and designate a third appraiser, who shall be engaged by both Little Elm EDC and Hula Hut. If either party shall fail to so designate an appraiser, the other party shall have the right to petition the District Court for the County of Denton, Texas to appoint such an appraiser on behalf of the defaulting party, which appraiser shall act on behalf of such party and at such party's sole cost and expense. In the event that such appraisers shall fail to agree on an appraised value of the interest, Little Elm EDC and Hula Hut agree that the value of the interest shall be established as the average price represented by the two appraisal reports most closely in agreement as to the value of the interests.

19.6 **Voluntary Conveyance.** Nothing in this article prohibits Little Elm EDC from voluntarily conveying all or part of the premises to a public utility agency, or authority under threat of a taking under the power of eminent domain. Any such voluntary conveyance will be treated as a taking within the meaning of this article.

ARTICLE XX

GENERAL PROVISIONS

20.1 **Notice.** Any notice, request, or other communication (hereinafter severally and collectively called ''Notice") in this Agreement provided for or permitted to be given, made or accepted by either party to the other must be in writing, and may, unless otherwise in this Agreement expressly provided, be given or be served by depositing the same in the United States mail, postpaid and certified and addressed to the party to be notified, with return receipt requested. Notice given in any manner as provided in this **Section 20.1** shall (a) as to notice given to or served by depositing the same in the United States mail, as aforesaid, shall be effective three (3) days after depositing the same in a regularly maintained receptacle for pickup and delivery of United States mail and (b) as to Notice given or served by any other method, shall be effective only if and when received by the party to be notified. The following shall be prima facia evidence of the date of actual receipt of Notice by the addressee: (a) if hand delivered, by a delivery receipt signed by the addressee or the addressee's agent or representative, (b) written evidence by the carrier of such Notice of the date of attempted delivery at the address of the addressee if such delivery is refused, or (c) a return telecopy sent from a fax machine or office of the addressee or other confirmation from the office of the addressee indicating that any telecopied notice has been received.

For purposes of Notice, the addresses of the parties shall, until changed as herein provided, be as follows:

Little Elm EDC: Little Elm Economic Development Corporation
100 W. Eldorado Parkway

Little Elm, Denton County, Texas 75068-5060

With a copy to: Brown and Hofmeister, L.L.P.
740 East Campbell Road, Suite 800
Richardson, Texas 75081
Tel: (214) 747-6130
Fax: (214) 747-6111
Attn: Robert F. Brown

Hula Hut: Hula Hut Little Elm, LLC.
3258 Hartlee Field Road
Denton, Texas 76208
Attn: Penny Carter
Telephone: (214) 621-2261

With a copy to: Laura Canada Lewis
Canada Lewis & Associates, PLLC
5550 Granite Parkway, Suite 195
Plano, Texas 75024

However, the parties hereto and their representative heirs, successors, legal representatives, and assigns shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least ten (10) days' written notice to the other party.

20.2 **Captions.** The title captions appearing in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement, or any provisions hereof, or in connection with the duties, obligations, or liabilities of the respective parties hereto, or in ascertaining intent, if any question of intent exists.

20.3 **Entire Contract; Amendment.** It is expressly agreed by both parties that this Agreement, and the Exhibits attached hereto is the entire agreement of the parties with respect to the subject matter hereof, and that there are, and have been, no verbal representations, understandings, stipulations, agreements, or promises pertaining to this Agreement. It is likewise agreed that this Agreement may not be altered, amended, or extended except by an instrument in writing signed by both Little Elm EDC and Hula Hut.

20.4 **Severability**. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

20.5 **Successor and Assigns.** All covenants and obligations as contained within this Agreement shall bind and extend and inure to the benefit of the successors and permitted assigns of each of Little Elm EDC and Hula Hut.

20.6 **Personal Pronouns**. All personal pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

20.7 **No Merger**. There shall be no merger of this Agreement or of the leasehold estate created by this Agreement with the fee or any other estate or interest in the Premises by reason of the fact that the same person owns or hold, directly or indirectly, all such estates and interests or any combination thereof.

20.8 **Short Form Lease.** Upon the complete execution hereof, the parties hereto shall execute and record a memorandum of this Agreement in the Real Property Records of Denton County, Texas which also identifies Hula Hut's option to purchase (in general terms and not listing any specific price therein).

20.9 **Legal Interpretation.** This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of Texas, and shall be performable in Denton County, Texas.

20.10 **No Mortgage or Joint Venture**. Hula Hut and Little Elm EDC acknowledge and agree that this Agreement is, in fact, a lease arrangement, and does not constitute a loan or a joint venture, and that Hula Hut has been represented by experienced legal counsel, who has advised Hula Hut of the rights and duties of Hula Hut. Hula Hut will not assert that the transaction evidenced hereby is a loan or a joint venture if Little Elm EDC or Little Elm EDC's mortgagee subsequently seeks to enforce its legal rights as a Little Elm EDC.

20.11 **Brokers.** Hula Hut warrants that it has had no dealings with any broker or agent (except for Michael Carter Lic# 395947 who is Hula Hut's Principal and Broker not participating in a contract without payment of Brokerage Fees of any kind to any party) in connection with the negotiation or execution of this Agreement and Hula Hut agrees to indemnify Little Elm EDC and hold Little Elm EDC harmless from and against any and all costs, expenses, or liability for commissions or other compensation or charges claimed by any parties claiming by, through, or under Hula Hut with respect to this Agreement. Little Elm EDC warrants that it has had no dealings with any broker or agent in connection with the negotiation or execution of this Agreement and Little Elm EDC agrees to indemnify Hula Hut and hold Hula Hut harmless from and against any and all costs, expenses, or liability for commissions or other compensation or charges claimed by any parties claiming by, through, or under Little Elm EDC with respect to this Agreement.

20.12 **Authority to Execute.**

(a) Hula Hut represents and warrants that Hula Hut is duly formed and validly existing under the laws of the State of its organization, has full right, power, and authority to enter into this Agreement and that the party (ies) executing this Agreement on behalf of Hula Hut has (have) full right, power, and authority to execute this Agreement on behalf of Hula Hut, as reflected on the Secretary's certificate, furnished to Little Elm EDC on or prior to the Effective Date.

(b) Little Elm EDC represents and warrants that Little Elm EDC is duly formed and validly existing under the laws of the State of its organization, has full right, power, and authority to enter into this Agreement and that the party(ies) executing this Agreement on behalf of Little Elm EDC has (have) full right, power, and authority to execute this Agreement on behalf of Little Elm EDC, as reflected on the Secretary's certificate, furnished to Hula Hut on or prior to the Effective Date.

20.13 **Force Majeure.** Whenever a period of time is herein prescribed for action to be taken by Little Elm EDC or Hula Hut (except as to payment of rent or other sums due by either party hereunder), neither Little Elm EDC nor Hula Hut, as applicable, shall be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays (collectively, "Force Majeure") due to strikes, riots, acts of God, windstorms, tornadoes and other destructive weather events, shortages of labor or materials, war, governmental laws, moratorium, regulations, or restrictions.

20.14 **Mechanic's Liens.** Hula Hut will not cause or permit any mechanic's liens or other liens to be filed against the fee of the Premises or against Hula Hut's leasehold interests (excluding any leasehold mortgage) in the Land or any building or improvements on the premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Hula Hut or anyone holding the Premises or any part of them through or under Hula Hut. If such a mechanic's lien or materialman's lien is recorded against the Premises or any buildings or improvement on them, Hula Hut must either cause it to be removed or, if Hula Hut in good faith wishes to contest the lien, Hula Hut will indemnify Little Elm EDC and hold it harmless from all liability for damages occasioned by the lien or the lien contest and will, in the event of a judgment of foreclosure on the lien, cause the lien to be discharged and removed before the judgment is executed.

20.15 **Right of Entry.** Hula Hut must permit Little Elm EDC or its agents, representatives, or employee to enter the Premises for the purposes of inspection; determining whether or not Hula Hut is complying with this Agreement; maintaining, repairing or altering the Premises; or showing the Premises to prospective Hula Huts, purchasers, mortgagees, or beneficiaries under trust deeds.

20.16 **No Partnership or Joint Venture.** The relationship between Little Elm EDC and Hula Hut is at all times solely that of Little Elm EDC and Hula Hut and may not be deemed a partnership or a joint venture.

20.17 **Prior Agreements Superseded/Rule of Construction.** This Agreement constitutes the

parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party, regardless of the party supplying this Agreement.

20.18 **Delivery Does Not Constitute Offer.** The submission of this Agreement for examination by one party does not constitute an offer capable of acceptance and Hula Hut shall have no rights with respect to this Agreement or the Premises until Little Elm EDC shall execute the Agreement and deliver the same to Hula Hut. A binding agreement may only be formed by the execution of a written agreement duly signed by both parties.

20.19 **Rights and Remedies Cumulative.** The rights and remedies provided by this Agreement are cumulative and either party's using any right or remedy will not preclude or waive its right to use any other remedy. The rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

[The Remainder of this Page Intentionally Left Blank]

EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS, which constitute but one and the same instrument, as of the day and year first above written. Upon the final execution hereof by Little Elm EDC and Hula Hut, the last to sign of such parties shall complete the date on the first page thereof.

LITTLE ELM EDC:

LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION
a Texas non-profit corporation

By: _____
Ken Eaken, President
Date Executed: _____

ATTEST:

_____
Jack Gregg, Secretary

STATE OF TEXAS §
§

COUNTY OF DENTON §

This instrument was acknowledged before me on the _____day of _____, 2023, by Ken Eaken, President of the Little Elm Economic Development Corporation, a Texas non-profit corporation, on behalf of said non-profit corporation.

_____
Notary Public, State of Texas

APPROVED BY:

TOWN:

TOWN OF LITTLE ELM, TEXAS,
A Texas home-rule municipality,

By: _____
Matt Mueller, Town Manager

ATTEST:

By: _____
Caitlan Biggs, Town Secretary

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2023, by Matt Mueller, Town Manager of the Town of Little Elm, Texas, a Texas home-rule municipality, on behalf of said municipality.

_____
Notary Public, State of Texas

HULA HUT:

HULA HUT LITTLE ELM, LLC
A Texas limited liability company

By: _____
Penny L. Carter, Manager
Date: _____

By: _____
Michael L. Carter, Manager
Date: _____

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2023, by Penny L. Carter and Michael L. Carter, Managers of Hula Hut Little Elm, LLC, a Texas limited liability company, on behalf of said company.

_____
Notary Public, State of Texas

Exhibit A

[Land or Premises]

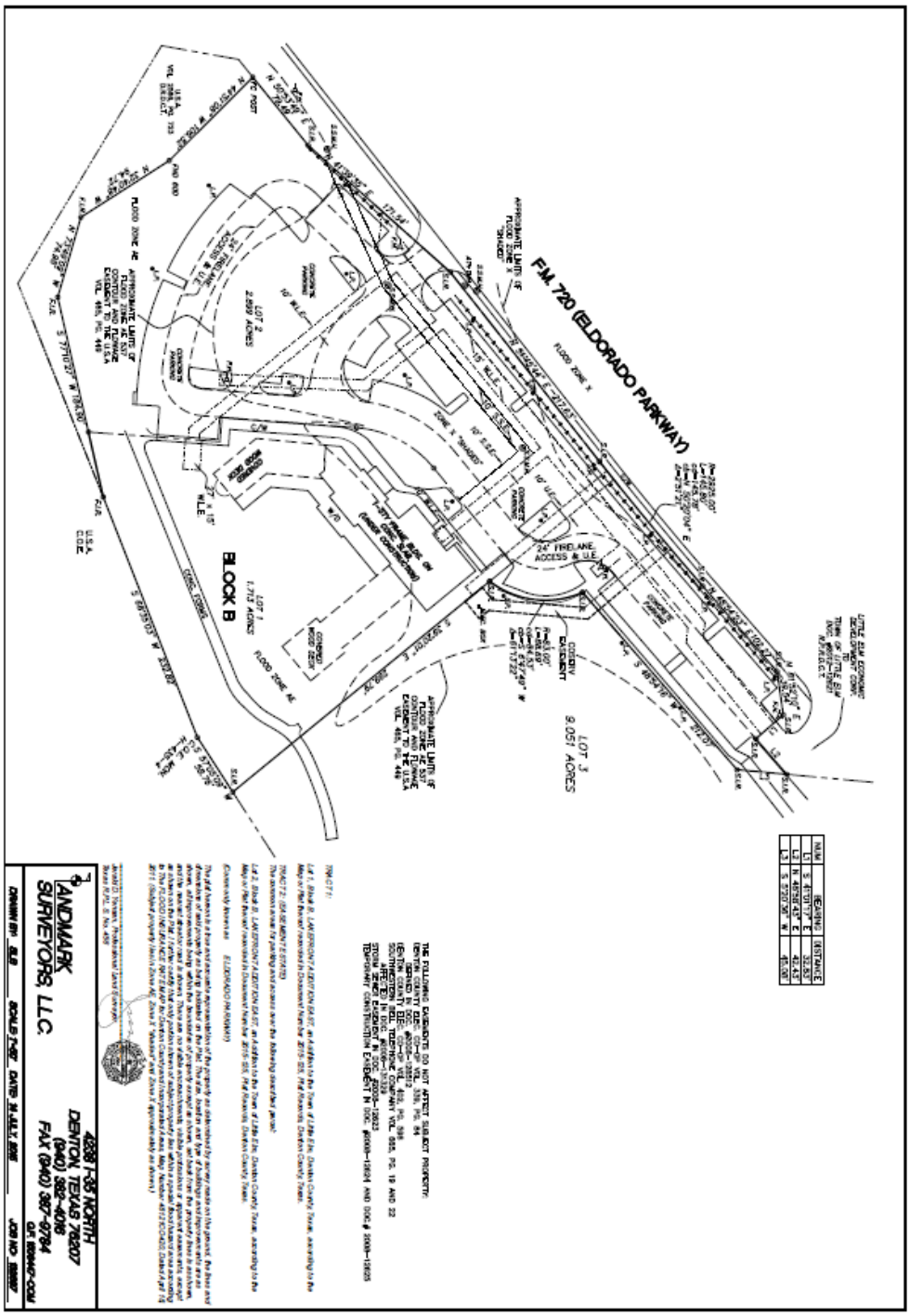


Exhibit B


fd2s
Town of Little Elm
Exterior Wayfinding
Phase 1 Sign Locations
Overview
SLP 2
KEY PLAN
Wayfinding signage "Lakefront Restaurants"
Wayfinding signage near parking lot entrances "Lakefront Restaurants"
Wayfinding signage "Lakefront Restaurants"

Date:	06/20/2023
Agenda Item #:	5. H.
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 **Termination Agreement of the Chapter 380 Performance Agreement between the Town of Little Elm and Palladium International, INC, for Area 3, Phase 2, the Park.**

DESCRIPTION:

For the purpose of the transfer of the Hotel Property to the developer, The Elm, Little Elm Hospitality, LLC, this Termination Agreement is required to accompany the Warranty Deed and 2nd Amendment to the Ground Lease Purchase Agreement between the developer and Little Elm EDC.

This Termination Agreement terminates the Original Agreement, Amended and Restated Agreement, the First Amendment, the Second Amendment, the Third Amendment, and any other amendments related thereto. The Town and the Developer covenant and agree that each party shall have no further obligation to the other party under this Agreement, and any amendment related thereto.

In order for the EDC to transfer the land at CO to the developer, the title company is requiring the Chapter 380 Agreement tied to the Palladium Phase 2 project be terminated. The License Agreement associated with the 380 Agreement was terminated on June 30, 2020.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Termination Agreement between Palladium and Town of Little Elm

TERMINATION AGREEMENT

This Termination Agreement (hereinafter referred to as the "Termination Agreement") is hereby entered into on the ___ day of _____, 2023, by the **TOWN OF LITTLE ELM, TEXAS,** a Texas home-rule municipality (hereinafter referred to as the "Town"), and **PALLADIUM USA INTERNATIONAL, INC.,** a Delaware corporation (hereinafter referred to as the "Developer").

R E C I T A L S:

WHEREAS, on or about **February 21, 2017**, the Town and Developer entered into the original Chapter 380 Economic Development Program and Agreement (hereinafter referred to as the "Original Agreement") concerning the construction of certain public park improvements in Area 3 as defined in said Original Agreement; and

WHEREAS, on or about **October 16, 2018**, the Town and Developer entered into the Amended and Restated Chapter 380 Economic Development Program and Agreement (hereinafter referred to as the "Amended and Restated Agreement"), recorded on October 23, 2018 as Document No. 2018-125118, Receipt No. 20181023000250 in the Official Records of Denton County, Texas; and

WHEREAS, on or about **November 20, 2018**, the Town and Developer entered into the First Amendment to Amended and Restated Chapter 380 Economic Development Program and Agreement (hereinafter referred to as the "First Amendment"), recorded on November 30, 2018 as Document No. 2018-139328, Receipt No. 20181130000435 in the Official Records of Denton County, Texas; and

WHEREAS, on or about **May 28, 2019**, the Town and Developer entered into the Second Amendment to Amended and Restated Chapter 380 Economic Development Program and Agreement (hereinafter referred to as the "Second Amendment"); and

WHEREAS, the Second Amendment was filed in the Denton County Real Property Records on May 31, 2019, recorded on May 31, 2019 as Document No. 2019-63270, Receipt No. 20190531000469 in the Official Records of Denton County, Texas; and

WHEREAS, on or about **December 3, 2019**, the Town and Developer entered into the Third Amendment to Amended and Restated Chapter 380 Economic Development Program and Agreement (hereinafter referred to as the "Third Amendment"); and

WHEREAS, the Third Amendment was filed in the Denton County Real Property Records on December 19, 2019, recorded on December 19, 2019 as Document No. 2019-161249, Receipt No. 20191209000165 in the Official Records of Denton County, Texas; and

WHEREAS, the Town and Developer now desire to terminate the Original Agreement, Amended and Restated Agreement, the First Amendment, the Second Amendment, the Third Amendment, and any other amendments related thereto (collectively referred to as the "Agreements").

NOW, THEREFORE, for and in consideration of the foregoing premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Town and Developer covenant and agree as follows:

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. TERMINATION OF ORIGINAL AGREEMENT AND ANY AMENDMENTS.

(a) The Agreements and any other amendments related thereto by and between the Town and Developer are hereby terminated.

(b) The Town and Developer covenant and agree that each party shall have no further obligations or liabilities to the other party under the Agreements, and any amendments related thereto.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Termination Agreement on the day and year first above-written (the "Effective Date").

TOWN:

TOWN OF LITTLE ELM, TEXAS,
a Texas home-rule municipality,

By: _____
Curtis Cornelious, Mayor
Date Signed: _____

ATTEST:

_____
Caitlan Biggs, Town Secretary

APPROVED AS TO FORM:

_____
Robert F. Brown, Town Attorney

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____ _____ , 2023, by Curtis Cornelious, Mayor of the Town of Little Elm, Texas, a Texas home-rule municipality, on behalf of said municipality,

_____
Notary Public, State of Texas

DEVELOPER:

PALLADIUM USA INTERNATIONAL, INC.,
a Delaware corporation,

By: _____
Thomas E. Huth, President and CEO
Date Signed: _____

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____ _____ , 2023, by Thomas E. Huth, President and Chief Executive Officer of Palladium USA International, Inc., a Delaware corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

Date:	06/20/2023
Agenda Item #:	5. I.
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 **Fireworks Agreement for Fireworks to be sold on Limited Purpose Annexation (LPA) Property for the purpose of Collecting Sales Tax during the season of June 24, 2023, through July 4, 2023.**

DESCRIPTION:

Per **Ordinances 740** which was approved, on November 15, 2005, the Annexation of approximately 44.204 acres of land be annexed by the Town of Little Elm and **Ordinance 745**, also approved on November 15, 2005, allowing for a Strategic Partnership Agreement with Denton County Fresh Water District No. 10 which designates certain tracts of land for commercial use for the purpose of imposing a sales and use tax within such commercial tracts.

This Fireworks Stand will be location on property south of East US Highway 380 and is approximately 1.47 acres. The owners of this land are **380 Savana LLC, PC Real Estate, LLC** and **V&T Real Estate, LLC, ("Owner")** and they have entered in to a License Agreement with the owner of the Fireworks Stand, **Simple Kicking Solutions, LLC ("Licensee).**

The **Licensee** will be allowed to operate, with the proper permits from the county and state, during the season which is from **June 24, 2023, until midnight of July 4, 2023**, with forty-eight (48) hours granted to vacate the property. Licensee also agrees to submit or cause to be submitted to the Texas State Comptrollers office **all sales and use taxes collected** from the fireworks stand location on the property under the T**axpayer ID number 3-20594-5312-9,** which will be remitted to the Town of Little Elm.

BUDGET IMPACT:

There is no budget impact to this item other than the sales tax that will be collected by the sale of fireworks at this location.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Fireworks Agreement with TOLE and Simple Kicking Solutions

AGREEMENT

This **AGREEMENT (**this "Agreement"**)** is made and entered into by and between the **TOWN OF LITTLE ELM, TEXAS,** a Texas home-rule municipality ("hereinafter referred to as the "Town"); **380 SAVANA, LLC, PC REAL ESTATE, LLC,** a Texas limited liability company; **V&T REAL ESTATE, LLC,** a Texas limited liability company; (hereinafter referred to as the"Owner"); and **SIMPLE KICKING SOLUTIONS, LLC,** a Texas limited liability company (hereinafter referred to as "Licensee"), for the purposes and considerations stated below:

WHEREAS, the Licensee has entered into a Texas Fireworks License Agreement with the Owner, a copy of which is attached hereto as ***Exhibit A***, concerning a fireworks stand located on certain real property south of East US Highway 380, 1.47 acres within the Town's Extra-Territorial Jurisdiction, Denton County, Texas, and Denton County Property ID# 496145 (hereinafter referred to as the "Property"); and

WHEREAS, on or about November 15, 2005, the Town approved Ordinance No. 740, providing for the Limited Purpose Annexation of a 44.204 acre tract of Land; and

WHEREAS, on or about November 15, 2005, the Town approved Ordinance No. 745 approving a Strategic Partnership Agreement between the Town of Little Elm, Texas and Denton County Fresh Water Supply District No. 10 of Denton County, Texas; providing for among other things, the Limited Purpose Annexation by the Town of certain tracts of land designated for commercial use for the purpose of imposing a sales and use tax within such commercial tracts; and

WHEREAS, the Town, Owner, and Licensee now desire to extend the ability to sell fireworks from the Property for one summer season, from June 24, 2023 to July 4,2023

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town, Owner, and Licensee agree as follows:

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date and shall continue thereafter until midnight on July 4, 2023 with forty-eight (48) hours granted to vacate said property at the conclusion of the summer firework season**,** unless terminated sooner under the provisions of this Agreement.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

(a) **Agreement.** The word "Agreement" means this Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.

(b) **Effective Date.** The words "Effective Date" mean the date of the latter to execute this Agreement by and between the Town, Owner, and Licensee.

(c) **Event of Default.** The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."

(d) **Licensee.** The word "Licensee" means Simple Kicking Solution, LLC, a Texas limited liability company, whose address is 3634 Granada Avenue, Dallas, Texas 75205.

(e) **Owner.** The word "Owner" means 380 Savana, LLC; PC Real Estate, LLC, a Texas limited liability company; whose address is 6600 Paige Road, Suite 224, The Colony Texas, 75056-4501, and V&T Real Estate, LLC, a Texas limited liability company; whose address is 5613 Alpenrose Avenue, Frisco Texas 75035 and its successor and assigns.

(f) **Property.** The word "Property" means the fireworks stand generally located south of East US Highway 380, Denton County, Texas, and Denton County Property ID # 496145.

(g) **Term.** The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

(h) **Town.** The word "Town" means the Town of Little Elm, Texas, a Texas home-rule municipality, whose address is 100 W. Eldorado Parkway, Little Elm, Texas 75068.

SECTION 4. OBLIGATIONS OF OWNER AND LICENSEE.

Owner and Licensee covenant and agree with the Town that, while this Agreement is in effect, it shall comply with the terms and conditions listed below:

(a) **Sales of Fireworks from the Property.** Owner and Licensee agrees that the current fireworks stand located on the Property shall not exceed the boundaries of said property. Further, the Owner and Licensee agree that consistent with Section 2154.202 of the Texas Occupations Code that the Owner and Licensee may sell fireworks from the Property for the following firework seasons:

(1) beginning June, 24, 2023 and ending at midnight on July 4, 2023; and

(b) **Cease Sale of Fireworks.** Owner and Licensee agree that the Owner and Licensee shall cease the sale of fireworks from the Property, and shall not be authorized to sell fireworks from the Property following the conclusion of this Agreement.

(c) **Compliance with State Rules and Regulations.** Owner and Licensee agree to comply

with all state rules and regulations regarding the sale of fireworks including Title 28, Chapter 34, Rules 34.80 I to 34.832 of the Texas Administrative Code, and Chapter 2154 of the Texas Occupations Code, as amended.

(d) **Texas Sales and Use Tax Permit.** Licensee agrees to submits or cause to be submitted to the Texas State Comptroller's office all sales and use taxes collected from the fireworks stand located on the Property under Taxpayer number 3-20594-5312-9 or other Texas sales and use tax permit approved by the Town. This includes the State's sales tax at the rate of 6.25%, the Town of Little Elm's local sales and use tax at the rate of 1.00%, the Little Elm Type A economic development sales tax at the rate of 0.50%, and the Little Elm Type B economic development sales tax at the rate of 0.25%, and the Little Elm street maintenance sales and use tax at the rate of 0.25%, for a total sale and use rate of 8.25%.

SECTION 5. OBLIGATIONS OF TOWN.

The Town covenants and agrees with Owner and Licensee that, while this Agreement is in effect, it shall allow the Owner and Licensee to sell fireworks at the fireworks stand currently located on the Property during the Term of this Agreement, with proof of proper permit from Denton County.

SECTION 6. MUTUAL RELEASE.

In consideration of the premises, mutual promises and covenants contained herein, Town, Owner and Licensee and their predecessors, successors. assigns, affiliates, elected officials, employees, consultants, agents and legal representatives hereby release and forever discharge each other, jointly and severally, each and all of them, of and from any and all debts, liabilities, claims, controversies, causes of action and demands of every kind and character whatsoever that they may now have against each other civil or criminal, currently existing and arising out of any events or dealings between said parties prior to the execution of this Agreement relating to the issues, claims, counterclaims, defenses and allegations which were raised or could have been raised in connection with Property, or which could be raised in the future following the conclusion of this Agreement concerning the enforcement of the Town's ordinance prohibiting the sale of fireworks from the Property.

SECTION 7. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

(a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Denton County, Texas.

(c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Owner warrants and represents that the individual or individuals executing this Agreement on behalf of Owner has full authority to execute this Agreement and bind Owner to the same. Licensee warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same. Town warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

(e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

(f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

If to Town:
Town of Little Elm, Texas
100 W. Eldorado Parkway
Little Elm, Texas 75068
Attn: Matt Mueller, Town Manager
214.975.0405

If to Owner:
380 Savana, LLC; PC Real Estate, LLC
6600 Paige Road, Suite 224
The Colony, Texas 75056-4501
Attn: Praveen Chintha, Owner
520.982.8811

V&T Real Estate, LLC
5613 Alpenrose Avenue
Frisco, Texas 75035, Owner
Attn: Viswa Kandi
571.230.2408

If to Licensee: Simple Kicking Solutions, LLC
3634 Granada Avenue
Dallas, Texas 75205
Attn: James Hairston Jr., Owner
214.707.8780

(h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

(i) Time is of the Essence. Time is of the essence in the performance of this Agreement.

[The Remainder of this Page Intentionally Left Blank]

THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND THE PARTIES AGREE TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

TOWN:

TOWN OF LITTLE ELM
a Texas home-rule municipality,

By: _____
Curtis J. Cornelious, Mayor

Date: _____

ATTEST:

_____
Caitlan Biggs, Town Secretary

APPROVED AS TO FORM:

_____
Robert F. Brown, Attorney

STATE OF TEXAS

§
§
§

COUNTY OF DENTON

This instrument was acknowledged before me on the _____ day of _____, 2023, by Curtis J. Cornelious, Mayor of the Town of Little Elm Texas, a Texas home-rule municipality, on behalf of the Texas municipality.

_____

Notary Public, State of Texas

OWNER:

380 SAVANA LLC, PC REAL ESTATE
a Texas limited liability company,

By: _____
Praveen Chintha, Owner

Date: _____

V&T REAL ESTATE, LLC
A Texas limited liability company,

By:_____
Viswa Kandi, Owner

Date:_____

STATE OF TEXAS

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COUNTY OF DENTON

This instrument was acknowledged before me on the _____ day of _____, 2023, by Praveen Chintha, Owner of 380 Savana, LLC; PC Real Estate, LLC, a Texas limited liability company; and Viswa Kandi, Owner of V&T Real Estate, LLC, a Texas liability company; on behalf said companies.

_____

Notary Public, State of Texas

LICENSEE:

SIMPLE KICKING SOLUTIONS, LLC
a Texas limited liability company,

By: _____
James Hairston Jr., Owner

Date: _____

STATE OF TEXAS

§
§
§

COUNTY OF DENTON

This instrument was acknowledged before me on the _____day of _____, 2023, by James Hairston Jr., owner of Simple Kicking Solutions, LLC, a Texas limited liability company, on behalf of the company.

_____

Notary Public, State of Texas

Exhibit A
License Agreement

FIREWORKS LEASE

Date:	June 14, 2023
Lessor:	380 SAVANA LLC & V&T REAL ESTATE LLC & PC REAL ESTATE LLC
Lessors Address:	6600 Paige Road Ste. 224 The Colony, Texas 75056-4501 Phone: 520-982-8811
Lessee:	**Simple Kicking Solutions, LLC**
Lessee Address:	Simple Kicking Solutions, LLC d/b/a Kicking Fireworks 3634 Granada Avenue Dallas, Texas 75205 Phone: 214-707-8780
Premises:	SURFACE ONLY of approximately 2.564 acres located on the south side of HWY 380, in Denton County, Texas, as more particularly shown in outline form on Exhibit "A" attached hereto.
Rent:	The Rent shall include the following: (i) For and in consideration of the Sum of Ten and 00/100 Dollars ($10.00) cash in hand paid and other good and valuable considerations.

Term:	The Term of this Lease shall commence on June 19, 2023 through July 4, 2023, only, however, Lessee shall be allowed to keep the fireworks stand until four (4) days after July 4th. Notwithstanding anything contained in this Lease Uses: to the contrary, as along as Lessee's fireworks stand remains on the Premises, all of Lessee's obligations hereunder, including but not limited to those set forth in Paragraphs 6 and 7 below, shall remain in full force and effect.
Uses:	The Premises shall be used solely for displaying of and selling of fireworks.

1. Lessee accepts the Premises in its present condition "As Is", and Lessee agrees that the Premises are currently suitable for its intended use. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

2. Lessee covenants to and agrees to obey all laws, ordinances, orders, rules and regulations applicable to the use, condition and occupancy of the Premises. Lessee agrees not to allow the consumption of alcoholic beverages on the Premises at any time. Lessee further agrees to adequately supervise any of its employees or independent contractors who it may engage to work on the Premises and to ensure that they have not consumed any alcoholic beverages within twelve hours prior to entering on the Premises. Lessee further agrees that during the hours of operation of its fireworks stand, not to allow any persons on the Premises who Lessee believes may be intoxicated.

3. Lessee agrees to pay to Lessor the Rent on or before June 19, 2023.

4. This Lease is nonexclusive and Lessee agrees to allow owner or its agents or invites to enter the Premises to inspect the Premises, to show the Premises to prospective purchasers or Lessees or for any reason whatsoever, other than the leasing of additional space for fireworks sales.

5. Lessee covenants and agrees to repair, replace and maintain any part of the Premises damaged by Lessee, its agents, employees, invitees, customers, licensees or visitors.

6. Lessee covenants and agrees to maintain general liability insurance for the Premises in an amount of not less than $1,000,000 naming Owner as an additional insured and deliver evidence of same to owner prior to the commencement date of this Lease and thereafter when requested.

7. Lessee hereby unconditionally indemnifies and holds Owner, Owner's employees, contractors, officers, directors, agents, affiliates and other individuals or entities related to Owner harmless from and against any claims, liabilities, loss, damage, costs and

expenses, including attorney's fees, in connection with or arising out of Lessee's lease of, occupancy on, or use of the Premises as well as with respect to any portion of the property surrounding the Premises, irrespective of whether or not Lessee acted in negligence or with willful misconduct, including, but not limited to, damage to property owned by others, physical injury to Owner, Owner's employees, officers, directors, agents, affiliates, neighbors or any other persons. This indemnity shall survive termination of this Lease.

8. Lessee covenants and agrees to immediately vacate the Premises upon termination of this Lease or on any portion of the Premises which may be removed from the Lease, and restore the Premises to its original condition.

9. Lessee covenants and agrees that during the term of this Lease. Lessee shall regularly mow and maintain the Premises to be free of high grass, trash and debris.

Lessee may not and Lessee hereby covenants and agrees not to (i) use the Premises for any purpose other than as stated in the Lease, (ii) allow a lien to be placed on the Premises, (iii) assign this lease or sublease any portion of the Premises without Owner's written consent, (iv) litter or leave trash or debris on the Premises or dump or allow dumping of any materials of any kind on any portion of the Premises or (v) create a nuisance on the Premises.

Notwithstanding anything herein to the contrary, Owner may terminate this Lease for any reason at any time. In the event Owner terminates this Lease as provided herein, Owner shall give Lessee sixty (60) day's prior written notice of such termination and within such 60-day period, Lessee must completely vacate the Premises and restore same to its original condition and the rent shall be prorate refunded based on the date Premises is vacated.

Owner's remedies for Lessee's default are to (a) enter and take possession of the Premises; (b) enter the Premises and perform Lessee's obligations; and (c) terminate this Lease by written notice and sue for damages. Owner may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee, until the default is cured, without being liable for damages. Pursuit of any remedies set forth in this Lease does not preclude pursuit of other remedies in this Lease or provided by law. If this Lease or any term or provision hereof becomes the subject of litigation, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party court costs and reasonable attorney's fees.

If Lessee does not vacate the Premises following termination of this Lease, Lessee will become a Lessee at will and must vacate the Premises on receipt of notice from Owner. No holding over by Lessee, whether with or without the consent of Owner, will extend the Term.

Lessee acknowledges that operating a fireworks stand is an inherently dangerous activity. Lessee agrees that all invitees will be properly supervised.

Lessee grants Owner a security interest in Lessee's personal property now or subsequently located on the Premises. This Lease is a security agreement under the Uniform Commercial

Code. Owner may file a copy of this Lease as a financing statement or execute and file a financing statement on behalf of Lessee.

This Lease, together with the attached exhibits is the entire agreement of the parties and there are no other agreements, whether written, verbal or otherwise, other than those expressly incorporated in this Lease.

Any notice required to be given under this Lease shall be deemed delivered when deposited in the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to Owner or Lessee at the addresses set forth herein or to such other address as either party may hereafter provide to the other party or when sent by fax transmittal to Owner or Lessee at the fax numbers set forth above.

Owner, its agents or invites, hereby retain the right to enter upon the Premises and to use the Premises and permit third parties to use the Premises for any purpose whatsoever which does not unreasonably interfere with Lessee's Uses herein.

Executed as of the date set forth above.

Lessor:

380 SAVANA LLC

By: _____ Date: 06/14/2023
Name/Title: ~~Praveen Chintha,~~ General Partner

V&T REAL ESTATE LLC

By: _____ Date: 06/14/2023
Name/Title: Viswa Kandi, Owner

PC REAL ESTATE LLC

By: _____ Date: 06/14/2023
Name/Title Praveen Chintha, Owner

Lessee:
Simple Kicking Solutions, LLC
d/b/a Kicking Fireworks

By: _____ Date: 6/14/23
James Hairston


81′ DRIVEWAY
101′
134′
DUMPSTER
PARKING
STANDS ARE APPROXIMATELY
200′ FROM HWY 380 EB
263′
193′
STANDS 1,2,3
ALL STANDS ARE
8′X 20′
PARKING
281′

EXHIBIT A

Date:	06/20/2023
Agenda Item #:	5. J.
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 **Resolution No 0620202302 Determining the Costs of certain Additional Improvement Area #1 Improvements to be Financed within Improvement Area 1 of the Spiritas Ranch Public Improvement District; will approve a Preliminary Service Plan and Assessment Plan, including a Proposed Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Improvements; Directing the filing of the Proposed Assessment Roll with the Town Secretary; and Providing for Noticing and Calling a Public Hearing on July 18, 2023, to Consider an Ordinance Levying Assessments on Property located within Improvement Area #1 of the Spiritas Ranch Public Improvement District; Directing the Filing of the Proposed Assessment Roll with the Town Secretary to make available for Public Inspection; Directing Town Staff to publish and mail Notice, of said Public Hearing; and Resolving Other Matters Incident and Related Thereto.**

DESCRIPTION:

The PID is presently located within the Town and contains approximately 545 acres of land. Improvement Area #1 consists of approximately 251 acres and is projected to consist of 1,057 single family residential units, to be developed as Improvement Area #1. The Major Improvement Area consists of approximately 294 acres and are projected to consist of approximately 1,099 residential units.

The Additional Major Improvements benefit the entire PID. The costs of the Additional Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. Each of Improvement Area #1 and the Major Improvement Area will be proportionally allocated the costs of the Additional Major Improvements.

The Initial Improvement Area #1 Improvements descriptions are presented below as provided by the project engineer. The costs of the Initial Improvement Area #1 Improvements are shown in Table III-B.1. The costs shown in Table III-B.1 are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID which include road improvements, water improvements, sanitary sewer improvements, and storm drainage improvements.

The Additional Improvement Area #1 Improvements include right-of-way acquisitions as provided by the project engineer. These costs were not included in the initial cost estimates at the time the Assessments described on the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects were levied. In light of this error, a supplemental assessment levied to correct this mistake is being levied in order to pay for these costs. The costs of the Additional Improvement Area #1 Projects (including the portion of the Additional Major Improvements allocable to Improvement Area #1) are shown in Table III-B.

The increased cost of materials and supplies have resulted in a shortfall of funds to adequately cover the cost of infrastructure of Area #1 and Major Improvements.

The original unit value:

Lot Type	Estimated Average Unit Value[1]	Equivalent Unit Factor	
Lot Type 1 (60' Lot)	$378,000	1.00	per dwelling unit
Lot Type 2 (50' Lot)	$315,000	0.83	per dwelling unit
Lot Type 3 (40' Lot)	$252,000	0.67	per dwelling unit

The Projected Leverage – Initial Improvement Area #1 Projects are now valued at:

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit	Assessment Per Unit[2]	Leverage (Lot Value)	Leverage (Home Value)
60 Ft Lots	65	$84,000	$472,500	$39,935.30	2.10	11.83
50 Ft Lots	588	$70,629	$393,750	$33,279.42	2.12	11.83
40 Ft Lots	404	$44,901	$315,000	$26,623.53	1.69	11.83

Based on the increased estimated home values there is adequate room for the additional accessed value to complete the Major Improvements and Additional Improvements in Area #1.

BUDGET IMPACT:

The preliminary SAP outlines the districts costs associated with infrastructure brought into the Town by the Developer to service this area. These costs are then passed to the homeowners in a form of an annual property levy assessment that is detailed out in the preliminary SAP. The costs the Town incurs for administering the PID and will be reimbursed through administrative fees captured in the levy assessments.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Resolution 0620202302 - Spiritas Ranch Additional #1 Assessment

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. 0620202302

A RESOLUTION OF THE TOWN OF LITTLE ELM, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED BY THE SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY UPDATED SERVICE PLAN AND ASSESSMENT PLAN, INCLUDING A PROPOSED IMPROVEMENT AREA #1 ASSESSMENT ROLL – ADDITIONAL IMPROVEMENT AREA #1 PROJECTS; CALLING A REGULAR MEETING AND NOTICING A PUBLIC HEARING FOR *JULY 18, 2023* TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN IMPROVEMENT AREA #1 OF THE SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLL WITH THE TOWN SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; DIRECTING TOWN STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

RECITALS

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "Act") authorizes the governing body (the "Town Council") of the Town of Little Elm, Texas (the "Town") to create a public improvement district within the Town and within the extraterritorial jurisdiction of the Town (the "ETJ"); and

WHEREAS, on December 15, 2020, the Town Council conducted a public hearing to consider a petition received by the Town on November 12, 2020 titled "Petition for the Creation of a Public Improvement District Within the Town of Little Elm, Texas and Within the Extraterritorial Jurisdiction of the Town of Little Elm, Texas for the Spiritas Ranch Public Improvement District" requesting the creation of a public improvement district; and

WHEREAS, on February 2, 2021, the Town Council approved Resolution No. 0202202101 (the "Authorization Resolution"), authorizing, establishing, and creating the Spiritas Ranch Public Improvement District (the "District"); and

WHEREAS, the Town authorized the creation of the District and the issuance of up to $65,000,000.00 in bonds for the District to finance certain public improvements authorized by the Act for the benefit of the property within the District (the "Authorized Improvements"); and

WHEREAS, the Town Council and the Town staff have been presented a "Spiritas Ranch Public Improvement District Preliminary Service and Assessment Plan", including the proposed assessment roll attached thereto as Appendix H-2 (the "Proposed Assessment Roll"), dated June 20, 2023 (collectively, the "Preliminary SAP"), a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes; and

WHEREAS, the Preliminary SAP sets forth the estimated total costs of certain Improvement Area #1 Additional Projects (as defined in the Preliminary SAP) to be financed by assessments levied against property within Improvement Area #1 of the District and the Proposed Assessment Roll states the assessments proposed to be levied against each parcel of land in Improvement Area #1 of the District as determined by the method of assessment chosen by the Town; and

WHEREAS, the Act requires that the Proposed Assessment Roll be filed with the Town Secretary of the Town (the "Town Secretary") and be subject to public inspection; and

WHEREAS, the Act requires that a public hearing (the "Assessment Hearing") be called to consider proposed assessments and requires the Town Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

WHEREAS, the Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the Town and in the part of the Town's ETJ in which the District is located or in which the Authorized Improvements are to be undertaken before the tenth (10th) day before the date of the Assessment Hearing.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS AS FOLLOWS:

SECTION 1. THAT the recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the Town Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. THAT the Town Council does hereby accept the Preliminary SAP for the District, including the Proposed Assessment Roll, a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary SAP.

SECTION 3. THAT the Town Council hereby determines that the total costs of the Additional Improvement Area #1 Projects to be financed by the District are as set forth in Table IV-B of the Preliminary SAP, which costs do include the payment of expenses incurred in the administration of the District or related to the issuance of any bonds.

SECTION 4. THAT the Town Council's final determination and approval of the costs of the Additional Improvement Area #1 Projects, or any portion thereof, shall be subject to and contingent upon Town Council approval of a final Service and Assessment Plan which will include the final Assessment Roll, after the properly noticed and held Assessment Hearing.

SECTION 5. THAT the Proposed Assessment Roll states the assessment proposed to be levied against each parcel of land in Improvement Area #1 of the District as determined by the method of assessment chosen by the Town in the Authorization Resolution and as more fully described in the Preliminary SAP.

SECTION 6. THAT the Town Council expressly defers the levy of assessments against property within future phases of the District for phase-specific improvements that will benefit only the property within each subsequent phase until such time as the costs of such phase-specific improvements can be determined with certainty as referenced in the Preliminary SAP.

SECTION 7. THAT the Town Council hereby authorizes and directs the filing of the Proposed Assessment Roll with the Town Secretary and the same shall be available for public inspection.

SECTION 8. THAT the Town Council hereby authorizes, and calls, a meeting and a public hearing (the Assessment Hearing as defined above) to be held on *July 18, 2023 at or after 6:00 p.m. at Little Elm Town Hall, 100 W. Eldorado Pkwy, Little Elm, Texas 75068*, at which the Town Council shall, among other actions, hear and pass on any objections to the proposed assessments; and, upon the adjournment of the Assessment Hearing, the Town Council will consider an ordinance levying the assessments as special assessments on property within Improvement Area #1 of the District that benefit from the Additional Improvement Area #1 Projects (which ordinance shall specify the method of payment of the assessments).

SECTION 9. THAT the Town Council hereby authorizes and directs the Town Secretary to publish notice of the Assessment Hearing to be held on *July 18, 2023*, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in a newspaper of general circulation in

the Town and in the part of the Town's ETJ in which the District is located or in which the Authorized Improvements are to be undertaken, on or before July 6, 2023, which is before the tenth (10th) day before the date of the Assessment Hearing, as required by Section 372.016(b) of the Act.

SECTION 10. THAT when the Proposed Assessment Roll is filed with the Town Secretary, the Town Council hereby authorizes and directs the Town Secretary to mail to owners of property liable for assessment notice of the Assessment Hearing to be held on *July 18, 2023*, on or before July 6, 2023, as required by Section 372.016(c) of the Act.

SECTION 11. THAT Town staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the *July 18, 2023* meeting of the Town Council.

SECTION 12. THAT this Resolution shall become effective from and after its date of passage in accordance with law.

[*Remainder of page intentionally left blank; signatures follow*]

PASSED AND APPROVED on this the 20th day of June, 2023.

ATTEST:

_____
Curtis J. Cornelious, Mayor

_____ _____
Caitlan Biggs, Town Secretary Matt Mueller, Town Manager

APPROVED AS TO FORM:

_____,
Robert Brown, Town Attorney

EXHIBIT A

PRELIMINARY SERVICE AND ASSESSMENT PLAN

SPIRITAS RANCH
PUBLIC IMPROVEMENT DISTRICT

TOWN OF LITTLE ELM, TEXAS

PRELIMINARY SERVICE AND ASSESSMENT PLAN

May 11, 2021 and updated for Additional Improvement Area #1 Projects June 20, 2023

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

SPIRITAS RANCH
PUBLIC IMPROVEMENT DISTRICT

PRELIMINARY SERVICE AND ASSESSMENT PLAN

TABLE OF CONTENTS

I. PLAN DESCRIPTION AND DEFINED TERMS 4

A. INTRODUCTION 4
B. DEFINITIONS 5

II. PROPERTY INCLUDED IN THE PID 12

A. PROPERTY INCLUDED IN THE PID 12
B. PROPERTY INCLUDED IN IMPROVEMENT AREA #1 AND THE MAJOR IMPROVEMENT AREA 12
C. PROPERTY INCLUDED IN FUTURE IMPROVEMENT AREAS 12

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS 13

A. AUTHORIZED IMPROVEMENT OVERVIEW 13
B. DESCRIPTIONS AND COSTS OF MAJOR IMPROVEMENTS 14
C. DESCRIPTIONS AND COSTS OF INITIAL IMPROVEMENT AREA #1 IMPROVEMENTS AND ADDITIONAL IMPROVEMENT AREA #1 IMPROVEMENTS 17
D. FUTURE IMPROVEMENT AREAS 21

IV. SERVICE PLAN 22

A. PROJECTED SOURCES AND USES OF FUNDS 22
B. PROJECTED FIVE YEAR SERVICE PLAN 24
C. PID ASSESSMENT NOTICE 26

V. ASSESSMENT PLAN 27

A. INTRODUCTION 27
B. SPECIAL BENEFIT 29
C. ALLOCATION OF INITIAL MAJOR IMPROVEMENT COSTS TO ASSESSED PROPERTY 31
D. ALLOCATION OF ADDITIONAL MAJOR IMPROVEMENT COSTS TO ASSESSED PROPERTY 31
E. ASSESSMENT METHODOLOGY 32
F. ASSESSMENTS 34
G. ADMINISTRATIVE EXPENSES 35
H. ADDITIONAL INTEREST RESERVE 35

VI. TERMS OF THE ASSESSMENTS 36

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE MAJOR IMPROVEMENT AREA 36
B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN IMPROVEMENT AREA #1 36
C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE IMPROVEMENT AREAS 36
D. REALLOCATION OF ASSESSMENTS 37
E. MANDATORY PREPAYMENT OF ASSESSMENTS 37
F. REDUCTION OF ASSESSMENTS 38
G. PAYMENT OF ASSESSMENTS 39
H. COLLECTION OF ANNUAL INSTALLMENTS 41
I. SURPLUS FUNDS REMAINING IN THE SERIES 2021 PID PROJECT FUND 42

VII. THE ASSESSMENT ROLL 43

A. MAJOR IMPROVEMENT AREA ASSESSMENT ROLL – INITIAL MAJOR IMPROVEMENTS 43
B. IMPROVEMENT AREA #1 ASSESSMENT ROLL – INITIAL IMPROVEMENT AREA #1 PROJECTS AND IMPROVEMENT AREA #1 ASSESSMENT ROLL – ADDITIONAL IMPROVEMENT AREA #1 PROJECTS 44
C. FUTURE IMPROVEMENT AREA ASSESSMENT ROLL 45
D. ANNUAL ASSESSMENT ROLL UPDATES 46

VIII. MISCELLANEOUS PROVISIONS 47

A. ADMINISTRATIVE REVIEW 47
B. TERMINATION OF ASSESSMENTS 47
C. AMENDMENTS 47
D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS 48
E. SEVERABILITY 48

APPENDIX A - PID MAP

APPENDIX B - ESTIMATED COSTS OF THE AUTHORIZED IMPROVEMENTS

APPENDIX C - DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

APPENDIX D - PID ASSESSMENT NOTICE

APPENDIX E - ASSESSMENT PER EQUIVALENT UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

APPENDIX F - SERIES 2021 PID BONDS PROJECTED ANNUAL INSTALLMENT SCHEDULE

APPENDIX G - MAJOR IMPROVEMENT AREA ASSESSMENT ROLL - INITIAL MAJOR IMPROVEMENTS

APPENDIX H-1 - IMPROVEMENT AREA #1 ASSESSMENT ROLL - INITIAL IMPROVEMENT AREA #1 PROJECTS

APPENDIX H-2 - IMPROVEMENT AREA #1 ASSESSMENT ROLL - ADDITIONAL IMPROVEMENT AREA #1 IMPROVEMENTS

APPENDIX H-3 - COMBINED IMPROVEMENT AREA #1 PROJECTED ANNUAL INSTALLMENT SCHEDULE

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On February 2, 2021, the Town Council of the Town of Little Elm, Texas passed and approved Resolution No. 0202202101 approving and authorizing the creation of Spiritas Ranch Public Improvement District (the "PID") to finance the costs of certain public improvements for the benefit of property in the PID, all of which is presently located within the Town of Little Elm, Texas.

The property in the PID is proposed to be developed in multiple phases, and the PID will finance public improvements as the property within the PID is developed. Assessments will be imposed on the property for the public improvements to be constructed.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. This Spiritas Ranch Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan "must cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan is described in Section IV of this Service and Assessment Plan.

Section 372.014 of the PID Act requires that "an assessment plan must be included in the annual service plan." The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that "the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district." The method of assessing the costs of the Authorized Improvements and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter." The Assessment Rolls for the PID are included as Appendix G and Appendix H-1 and Appendix H-2 of this Service and Assessment Plan. The Assessments as shown on each Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

B. DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to them as follows:

"Actual Cost(s)" means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a Certification for Payment that has been reviewed and approved by the Town. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services and taxes (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, Town permit fees, development fees), insurance premiums, miscellaneous expenses, and all advances and payments for Administrative Expenses.

Actual Costs include general contractor's fees in an amount up to a percentage equal to the percentage of work completed and accepted by the Town or construction management fees in an amount up to five percent of the eligible Actual Costs described in a Certification for Payment. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

"Additional Improvement Area #1 Improvements" mean the Authorized Improvements which only benefit Improvement Area #1 Assessed Property, which are described in Section III.C and funded with a portion of the Additional Improvement Area #1 Projects Reimbursement Agreement.

"Additional Improvement Area #1 Projects Reimbursement Agreement" means that certain Additional Improvement Area #1 Projects Reimbursement Agreement dated as of _____, 2023 by and between the Town and the Developer in which the Developer agrees to fund certain Actual Costs of Additional Improvement Area #1 Projects (which consist of the Improvement Area #1 Improvements and Improvement Area #1's pro rata share of the Additional Major Improvements), and the Town agrees to reimburse the Developer with interest as permitted by the PID Act solely from Improvement Area #1 Assessment Revenues on a subordinate basis to the Series 2021 PID Bonds and/or the net proceeds of Bonds, if issued, for a portion of such Actual Costs funded by the Developer for Additional Improvement Area #1 Projects constructed and accepted by the Town for the benefit of the Improvement Area #1 Assessed Property.

"Additional Improvement Area #1 Projects" mean (i) the pro rata portion of the Additional Major Improvements allocable to Improvement Area #1, and (ii) the Additional Improvement Area #1 Improvements.

"Additional Interest" means the 0.50% additional interest rate charged on Assessments (if applicable) pursuant to Section 372.018 of the PID Act.

"Additional Interest Component" means the amount collected by application of the Additional Interest.

"Additional Interest Reserve" has the meaning set forth in Section V.G of this Service and Assessment Plan.

"Additional Major Improvement Projects" mean the pro rata portion of the Additional Major Improvements allocable to the Major Improvement Area Assessed Property, which are described in Section III.B.

"Additional Major Improvements" mean the Authorized Improvements described in Section III.B that benefit all Assessed Property within the PID.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses in one year shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

"Administrator" means the employee or designee of the Town, identified in any indenture of trust relating to any Bonds or in any other agreement approved by the Town Council, who shall have the responsibilities provided for herein.

"Annual Installment" means, with respect to each Parcel, each annual payment of: the Assessments, including any applicable interest, as shown on the Assessment Roll attached hereto

as Appendix G, Appendix H-1 and Appendix H-2, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, which annual payment includes amounts collected for the Additional Interest Component (if applicable) and Administrative Expenses.

"Annual Service Plan Update" has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

"Assessed Property" means the property that benefits from the Authorized Improvements to be provided by the PID on which Assessments have been imposed as shown in each Assessment Roll, as each Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes all Parcels within the PID other than Non-Benefited Property.

"Assessment" means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses, the Additional Interest Component and interest on all Assessments.

"Assessment Ordinance" means an Assessment Ordinance adopted by the Town Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments.

"Assessment Revenues" mean the revenues actually received by or on behalf of the Town from the collection of Assessments.

"Assessment Roll" means, as applicable, the Major Improvement Area Assessment Roll – Initial Major Improvements, the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Improvements, the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects, or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update.

"Authorized Improvements" mean those public improvements described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, constructed, installed, or purchased in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

"Bonds" mean any bonds issued in one or more series for financing the Authorized Improvements and secured in whole or in part by the Assessment Revenues.

"Certification for Payment" means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements.

"Delinquent Collection Costs" mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney's fees.

"Developer" means MM Little Elm 548, LLC, a Texas limited liability company.

"Development Agreement" means that certain "Spiritas Ranch Development Agreement" by and between the Town and the Developer, and related to the development of the Property effective February 2, 2021, as the same may be amended from time to time.

"Equivalent Units" mean, as to any Parcel the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix E attached hereto.

"Future Improvement Area Assessed Property" means all Parcels within the Future Improvement Area other than Non-Benefited Property.

"Future Improvement Area Bonds" means bonds issued to fund Future Improvement Area Improvements (or a portion thereof) in a Future Improvement Area that are secured by Assessments levied on Future Improvement Area Assessed Property. In connection with Future Improvement Area Bonds, Assessments related to such Future Improvement Area Bonds will be levied only on property located within the applicable Future Improvement Area to finance Authorized Improvements which will only benefit such Future Improvement Area.

"Future Improvement Area Improvements" means those Authorized Improvements which will confer a special benefit to the related Future Improvement Area.

"Future Improvement Areas" means Improvement Areas that are fully developed after Improvement Area #1, as such areas are generally depicted in Appendix A. The Future Improvement Areas are subject to adjustment and are shown for example only.

"Homeowner Association" means a homeowner's association or property owners' association established for the benefit of property owners within the boundaries of the PID.

"Homeowner Association Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, a homeowner's association.

"Improvement Area" means one or more Parcels within the PID that will be developed in the same general time period. The Parcels within an Improvement Area will be assessed in connection with the issuance of Bonds or upon the execution of a reimbursement agreement related to such Authorized Improvements (or the portion thereof) designated in an update to this Service and Assessment Plan that specially benefit the Parcels within the Improvement Area.

"Improvement Area #1" or **"IA #1"** means the initial Improvement Area to be developed and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix H.

"Improvement Area #1 Assessed Property" means all Parcels within Improvement Area #1 other than Non-Benefited Property and shown in the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Improvements and the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects against which an Assessments relating to the Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects are levied.

"Improvement Area #1 Assessment Revenues" mean the actual revenues received by or on behalf of the Town from the collection of Assessments levied against Improvement Area #1 Assessed Property, or the Annual Installments thereof, for the Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects, as applicable. The Improvement Area #1 Assessment Revenues collected from Improvement Area #1 Assessed Property shall be used first to satisfy the portion of the debt service requirements of the Series 2021 PID Bonds allocable to Improvement Area #1 and then to secure the Town's obligation in connection with the Additional Improvement Area #1 Projects Reimbursement Agreement.

"Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects" means the document included in this Service and Assessment Plan as Appendix H-2**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

"Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects" means the document included in this Service and Assessment Plan as Appendix H-1**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

"Initial Improvement Area #1 Improvements" mean the Authorized Improvements which only benefit Improvement Area #1 Assessed Property, which are described in Section III.C and funded with the Series 2021 PID Bonds.

"Initial Improvement Area #1 Projects" mean (i) the pro rata portion of the Major Improvements allocable to Improvement Area #1, and (ii) the Initial Improvement Area #1 Improvements.

"Initial Major Improvement Projects" mean the pro rata portion of the Initial Major Improvements allocable to the Major Improvement Area Assessed Property, which are described in Section III.B.

"Lot" means a tract of land described as a "lot" in a subdivision plat recorded in the official public records of Denton County, Texas.

"Lot Type" means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the Town Council. In the case of single family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated average home value for each home at the time of assessment levy (as shown in Appendix E for the calculation of Equivalent Units), considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the lot, as determined by the Administrator and confirmed by the Town Council.

"Major Improvements" mean the Initial Major Improvements and Additional Major Improvements which benefit all Assessed Property within the PID and are described in Section III.B.

"Major Improvement Area" or **"MIA"** mean the property within the PID excluding Improvement Area #1 which is to be developed subsequent to Improvement Area #1, and generally depicted in Appendix A of this Service and Assessment Plan or any Annual Service Plan Update.

"Major Improvement Area Assessed Property" means, for any year, all Parcels within the PID other than (a) Non-Benefited Property, and (b) Parcels within Improvement Area #1 against which an Assessment to the Major Improvements is or anticipated to be levied.

"Major Improvement Area Assessment Revenues" mean the revenues actually received by or on behalf of the Town from the collection of Assessments levied against Major Improvement Area Assessed Property, or the Annual Installments thereof, for the Initial Major Improvement Area Projects. It is anticipated that additional Assessments may be levied against the Major Improvement Area Assessed Property for the costs of the Additional Major Improvement Area Projects in the future.

"Major Improvement Area Assessment Roll – Initial Major Improvements" means the document included in this Service and Assessment Plan as Appendix G, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

"Non-Benefited Property" means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider to the extent they accrue no special benefit. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.E.

"Parcel" or **"Parcels"** means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Denton Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of Denton County.

"PID" has the meaning set forth in Section I.A of this Service and Assessment Plan.

"PID Act" means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

"Prepayment Costs" mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the Town as a result of any prepayment of an Assessment.

"Public Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Denton County, the Town, a school district or any other public agency, whether in fee simple or through an exclusive use easement.

"Series 2021 PID Bonds" mean those certain Town of Little Elm Texas, Special Assessment Revenue Bonds, Series 2021 (Spiritas Ranch Public Improvement District Improvement Area #1 Projects and Major Improvement Area Projects) that are secured collectively by Improvement Area #1 Assessment Revenues and Major Improvement Area Assessment Revenues.

"Service and Assessment Plan" means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

"Town" means the Town of Little Elm, Texas.

"Town Council" means the duly elected governing body of the Town.

"Trustee" means the fiscal agent or trustee as specified in the Trust Indenture, including a substitute fiscal agent or trustee.

"Trust Indenture" means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located partially within the Town and partially within the extraterritorial jurisdiction of the Town and contains approximately 545 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 2,156 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

The property within the PID is proposed to be developed as follows:

Table II-A
Proposed Development

Proposed Development	Quantity	Measurement
Single-Family - 40 Ft	876	Units
Single-Family - 50 Ft	977	Units
Single-Family - 60 Ft	303	Units
Total	**2,156**	**Units**

B. PROPERTY INCLUDED IN IMPROVEMENT AREA #1 AND THE MAJOR IMPROVEMENT AREA

Improvement Area #1 consists of approximately 251 acres and is projected to consist of 1,057 single family residential units, to be developed as Improvement Area #1, as further described in Section III. The Major Improvement Area consists of approximately 294 acres and are projected to consist of approximately 1,099 residential units. A map of the property within Improvement Area #1 and the Major Improvement Area is shown in Appendix A.

C. PROPERTY INCLUDED IN FUTURE IMPROVEMENT AREAS

As Future Improvement Areas are developed, Future Improvement Area Bonds may be issued for each new Improvement Area. In connection with the issuance of each new Future Improvement Area Bond, this Service and Assessment Plan will be updated to add additional details of each new Improvement Area(s) as shown for Improvement Area #1 in Section II.B. A map of the projected property within each Future Improvement Area is shown in Appendix A. The Future Improvement Areas are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix G and Appendix H.

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and

(xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the Town has determined at this time to undertake only Authorized Improvements listed in Section III.B and III.C. below and shown in the opinion of probable costs and on the diagrams included as Appendix B for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the Town and an update to this Service and Assessment Plan.

B. DESCRIPTIONS AND COSTS OF MAJOR IMPROVEMENTS

Initial Major Improvements

The Initial Major Improvements benefit the entire PID. The costs of the Initial Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. Each of Improvement Area #1 and the Major Improvement Area will be proportionally allocated the costs of the Initial Major Improvements, as shown on Table III-A.1.

The Initial Major Improvements descriptions are presented below as provided by the project engineer. The costs of the Initial Major Improvements are shown in Table III-A.1. The costs shown in Table III-A.1 are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Initial Major Improvements follows:

Roadway Improvements

The roadway improvement portion of the Initial Major Improvements consists of the construction of Ryan Spiritas Parkway (FM 2931) with right-of-way, the New HEB Road with right-of-way, a Collector Road with right-of-way and entrance road improvements, including turn lanes. The roadway improvements include related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the Assessed Property. All roadway projects will be designed and constructed in accordance with Town standards and specifications and will be owned and maintained by the Town.

Water Improvements

The water improvement portion of the Initial Major Improvements consists of construction and installation of various sized waterlines, mains, pipes, valves, and appurtenances, necessary for the water distribution system that will service the Assessed Property. The water improvements will be designed and constructed according to Mustang Special Utility District ("MSUD") and Town standards and specifications and will be owned and operated by the MSUD.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Initial Major Improvements consists of construction and installation of a lift station, gravity sewer line, sewer force main, pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed according to MSUD and Town standards and specifications and will be owned and operated by the MSUD.

Storm Drainage Improvements

The storm drainage improvement portion of the Initial Major Improvements consist of retention/detention ponds, including excavation, fine grading, and the associated drainage improvements for each pond. Underground reinforced concrete storm sewer pipes, inlets and rock riprap protection at outfalls will also be installed at each pond, which benefit the Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with Town standards and specifications and will be owned and maintained by the Town.

Parks, Landscaping, and Hardscaping Improvements

Park, landscaping, and hardscaping improvements portion of the Initial Major Improvements, which consist of grading, irrigation, landscaping, site furnishings, and site elements. All park, landscaping, and hardscaping improvements will be designed and constructed in accordance with Town standards and specifications and will be maintained by a Homeowners Association.

Table III-A.1
Estimated Initial Major Improvement Costs

Authorized Improvements	Total Initial Major Improvement Costs	IA #1 Allocated Amount (48.46%)[1]	MIA Allocated Amount (51.54%)[1]
Roadway Improvements	$4,006,306	$1,941,333	$2,064,973
Water Improvements	$616,541	$298,757	$317,784
Sanitary Sewer Improvements	$2,114,663	$1,024,701	$1,089,962
Storm Drainage Improvements	$548,480	$265,777	$282,703
Parks, Landscaping, and Hardscaping	$2,722,430	$1,319,206	$1,403,224
Other Soft and Miscellaneous Costs	$4,907,105	$2,377,833	$2,529,272
Total Authorized Improvements	**$14,915,525**	**$7,227,607**	**$7,687,918**

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-A.1 may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total cost of the Authorized Improvements relating to the Initial Major Improvements does not change.
1 – Based on allocation and percentages as shown in Table V-A.

Additional Major Improvements

The Additional Major Improvements benefit the entire PID. The costs of the Additional Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. Each of Improvement Area #1 and the Major Improvement Area will be proportionally allocated the costs of the Additional Major Improvements, as shown on Table III-A.2.

The Additional Major Improvements descriptions are presented below as provided by the project engineer. The costs of the Additional Major Improvements are shown in Table III-A.2. The costs

shown in Table III-A.2 are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Additional Major Improvements follows:

The Additional Major Improvements consist of road, water, sewer, drainage improvements and soft and miscellaneous costs related to the construction of Perimeter Road, and right-of-way acreage, as shown in Appendix B.

Perimeter Road Improvements

Roadway Improvements

The roadway improvement portion of the Additional Major Improvements consists of the construction of Perimeter Road with right-of-way. The roadway improvements include related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the Assessed Property. All roadway projects will be designed and constructed in accordance with Town standards and specifications and will be owned and maintained by the Town.

Water Improvements

The water improvement portion of the Additional Major Improvements consists of construction and installation of various sized waterlines, mains, pipes, valves, and appurtenances, necessary for the water distribution system that will service the Assessed Property. The water improvements will be designed and constructed according to Mustang Special Utility District ("MSUD") and Town standards and specifications and will be owned and operated by the MSUD.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Additional Major Improvements consists of construction and installation of a lift station, gravity sewer line, sewer force main, pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed according to MSUD and Town standards and specifications and will be owned and operated by the MSUD.

Storm Drainage Improvements

The storm drainage improvement portion of the Additional Major Improvements consist of retention/detention ponds, including excavation, fine grading, and the associated drainage improvements for each pond. Underground reinforced concrete storm sewer pipes, inlets and rock riprap protection at outfalls will also be installed at each pond, which benefit the Assessed Property. The storm drainage collection system improvements will be designed and constructed in

accordance with Town standards and specifications and will be owned and maintained by the Town.

Other Soft and Miscellaneous Costs

The other soft and miscellaneous costs portion of the Additional Major Improvements consist of engineering and other soft and miscellaneous costs.

Right-of-way

The Additional Major Improvements include right-of-way acquisitions for Ryan Spiritas Parkway, Hidden Oaks Trail and Spiritas Ranch Road as provided by the project engineer.

Table III-A.2
Estimated Additional Major Improvement Costs

Authorized Improvements	Total Additional Major Improvement Costs[1]	IA #1 Allocated Amount (48.46%)[2]	MIA Allocated Amount (51.54%)[2]
Roadway Improvements (including ROW)	$1,360,555	$659,283	$701,272
Water Improvements	$434,285	$210,441	$223,844
Sanitary Sewer Improvements	$327,515	$158,704	$168,811
Storm Drainage Improvements	$383,160	$185,668	$197,492
Other Soft and Miscellaneous Costs	$292,485	$141,729	$150,756
Right-of-way	$1,665,000	$806,808	$858,192
Total Authorized Improvements	**$4,463,000**	**$2,162,633**	**$2,300,367**

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-A.2 may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total cost of the Authorized Improvements relating to the Additional Major Improvements does not change.
1 – Additional Major Improvement costs represent costs not included in original estimated costs of Authorized Improvements attached as Appendix B. Appendix B is being revised in 2023 to include Additional Major Improvements.
2 – Based on allocation and percentages as shown in Table V-B.

C. DESCRIPTIONS AND COSTS OF INITIAL IMPROVEMENT AREA #1 IMPROVEMENTS AND ADDITIONAL IMPROVEMENT AREA #1 IMPROVEMENTS

Initial Improvement Area #1 Improvements

The Initial Improvement Area #1 Improvements descriptions are presented below as provided by the project engineer. The costs of the Initial Improvement Area #1 Improvements are shown in Table III-B.1. The costs shown in Table III-B.1 are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Initial Improvement Area #1 Improvements follows, and a description of the Initial Major Improvements allocable to Improvement Area #1 that are a portion of the Initial Improvement Area #1 Projects can be found in Section III.B above.

Road Improvements

The road improvement portion of the Initial Improvement Area #1 Improvements consists of the construction of road improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the Improvement Area #1 Assessed Property. All roadway projects will be designed and constructed in accordance with Town standards and specifications and will be owned and maintained by the Town.

Water Improvements

The water improvement portion of the Initial Improvement Area #1 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves, and appurtenances, necessary for the portion of the water distribution system that will service the Improvement Area #1 Assessed Property. The water improvements will be designed and constructed according to MSUD and Town standards and will be owned and operated by the MSUD.

Sanitary Sewer Improvements

The wastewater improvement portion of the Initial Improvement Area #1 Improvements consists of construction and installation of various sized gravity sewer lines, pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to Improvement Area #1 Assessed Property. The sanitary sewer improvements will be designed and constructed according to MSUD and Town standards and specifications and will be owned and operated by the MSUD.

Storm Drainage Improvements

The storm drainage improvement portion of the Initial Improvement Area #1 Improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts, which benefit the Improvement Area #1 Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with Town standards and specifications and will be owned and maintained by the Town.

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Table III-B.1
Estimated Initial Improvement Area #1 Projects Costs

Authorized Improvements	Proportional Share of Initial Major Improvements[1]	Initial Improvement Area #1 Improvements Costs	Initial Improvement Area #1 Projects Total Costs
Roadway Improvements	$1,941,333	$7,677,642	$9,618,975
Water Improvements	$298,757	$2,143,135	$2,441,892
Sanitary Sewer Improvements	$1,024,701	$3,728,596	$4,753,297
Storm Drainage Improvements	$265,777	$4,456,317	$4,722,094
Parks, Landscaping, and Hardscaping	$1,319,206	$0	$1,319,206
Other Soft and Miscellaneous Costs	$2,377,833	$3,288,389	$5,666,222
Right-of-way	$0	$0	$0
Total Authorized Improvements	**$7,227,607**	**$21,294,079**	**$28,521,686**

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-B.1 may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Authorized Improvements amount does not change.
1 – See Table III-A.1.

Additional Improvement Area #1 Improvements

The Additional Improvement Area #1 Improvements include right-of-way acquisitions as provided by the project engineer. These costs were incorrectly not included in the initial cost estimates at the time the Assessments described on the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects were levied, as described in Appendix B. In light of this error, a supplemental assessment levied to correct this mistake is being levied in order to pay for these costs. The costs of the Additional Improvement Area #1 Projects (including the portion of the Additional Major Improvements allocable to Improvement Area #1) are shown in Table III-B. The costs shown in Table III-B.2 are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within Improvement Area #1.

A description of the Additional Major Improvements allocable to Improvement Area #1 that are a portion of the Additional Improvement Area #1 Projects can be found in Section III.B above.

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Table III-B.2
Estimated Additional Improvement Area #1 Projects Costs

Authorized Improvements	Proportional Share of Additional Major Improvements[2]	Additional Improvement Area #1 Improvements Costs[2]	Additional Improvement Area #1 Projects Total Costs
Roadway Improvements	$659,283	$0	$659,283
Water Improvements	$210,441	$0	$210,441
Sanitary Sewer Improvements	$158,704	$0	$158,704
Storm Drainage Improvements	$185,668	$0	$185,668
Parks, Landscaping, and Hardscaping	$0	$0	$0
Other Soft and Miscellaneous Costs	$141,729	$0	$141,729
Right-of-way	$806,808	$6,780,000	$7,586,808
Total Authorized Improvements	**$2,162,633**	**$6,780,000**	**$8,942,633**

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-B.2 may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Authorized Improvements amount does not change.
1 – See Table III-A.2.
2 – Costs of the Additional Improvement Area #1 Improvements were incorrectly not included in the initial cost estimates at the time the Assessments described on the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects were levied, as described in Appendix B.

The costs of the costs of Authorized Improvements in Improvement Area #1 (including Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects) are shown in Table III-B.3.

Table III-B.3
Estimated Total Improvement Area #1 Costs

Authorized Improvements	Initial Improvement Area #1 Projects Costs[1]	Additional Improvement Area #1 Projects Costs[2]	Total Improvement Area #1 Costs
Roadway Improvements	$9,618,975	$659,283	$10,278,259
Water Improvements	$2,441,892	$210,441	$2,652,333
Sanitary Sewer Improvements	$4,753,297	$158,704	$4,912,001
Storm Drainage Improvements	$4,722,094	$185,668	$4,907,761
Parks, Landscaping, and Hardscaping	$1,319,206	$0	$1,319,206
Other Soft and Miscellaneous Costs	$5,666,222	$141,729	$5,807,951
Right-of-way	$0	$7,586,808	$7,586,808
Total Authorized Improvements	**$28,521,686**	**$8,942,633**	**$37,464,319**

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-B.3 may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Authorized Improvements amount does not change.
1 – See Table III-B.1.
2 – See Table III-B.2.

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D. FUTURE IMPROVEMENT AREAS

As Future Improvement Areas are developed and Future Improvement Area Bonds are issued, this SAP will be amended to identify the specific Future Improvement Area Improvements that confer a special benefit to the property inside each Future Improvement Area (e.g. a Table III-C will be added to show the costs for the specific Authorized Improvements financed within the specific Future Improvement Area being developed.)

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IV. SERVICE PLAN

A. PROJECTED SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. It is anticipated that the Initial Major Improvements (which include Improvement Area #1's pro rata share of the Initial Major Improvements) will be completed and accepted by the Town in the fourth quarter of 2023. It is anticipated that the Additional Major Improvements (which include Improvement Area #1's pro rata share of the Additional Major Improvements) will be completed and accepted by the Town in the first quarter of 2024. It is anticipated that the Initial Improvement Area #1 Improvements will be completed and accepted by the Town in the fourth quarter of 2023. It is anticipated that the Additional Improvement Area #1 Improvements will be completed and accepted by the Town in the fourth quarter of 2023.

The estimated costs for the Initial Improvement Area #1 Projects and the Initial Major Improvement Projects, plus costs related to the issuance of the Series 2021 PID Bonds and payment of expenses incurred in the establishment, administration and operation of the PID is $46,106,073 as shown in Table IV-A.

The estimated costs for the Additional Improvement Area #1 Projects (which consist of the Improvement Area #1 Improvements and Improvement Area #1's pro rata share of the Additional Major Improvements) is $8,977,633 as shown in Table IV-B.

As Future Improvement Areas are developed in connection with the issuance of Future Improvement Area Bonds, this Service and Assessment Plan will be amended (e.g. Table IV-C will be added for Improvement Area #2, etc.). The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses and the Additional Interest Component, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

The Series 2021 PID Bonds shown in Table IV-A were issued in 2021 and are being used to finance a portion of the costs of the Initial Improvement Area #1 Projects and the Initial Major Improvement Projects.

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Table IV-A
Estimated Sources and Uses
Series 2021 PID Bonds

Sources of Funds	Series 2021 PID Bonds
Par amount	$43,200,000
Other funding sources	$2,906,073
Total Sources	**$46,106,073**
Uses of Funds	
Initial Major Improvement Projects:	
Roadway Improvements	$2,064,973
Water Improvements	$317,784
Sanitary Sewer Improvements	$1,089,962
Storm Drainage Improvements	$282,703
Parks, Landscaping, and Hardscaping	$1,403,224
Other Soft and Miscellaneous Costs	$2,529,272
Subtotal	*$7,687,918*
Initial IA #1 Projects[2]:	
Roadway Improvements	$9,618,975
Water Improvements	$2,441,892
Sanitary Sewer Improvements	$4,753,297
Storm Drainage Improvements	$4,722,094
Parks, Landscaping, and Hardscaping	$1,319,206
Other Soft and Miscellaneous Costs	$5,666,222
Subtotal	*$28,521,686*
Bond Issuance Costs:	
Cost of Issuance	$2,337,000
Capitalized interest	$4,257,000
Reserve Fund	$2,976,469
Administrative Expense	$110,000
Placement Agent's Fee	$216,000
Subtotal	*$9,896,469*
Total Uses	**$46,106,073**

1 – See Table III-A.1 for details.

2 – See Table III-B for detailed breakdown of the Initial Improvement Area #1 Projects.

The Additional Improvement Area #1 Projects Reimbursement Agreement shown in Table IV-B is anticipated to be executed in 2023 between the Town and the Developer to finance a portion of the costs of the Additional Improvement Area #1 Projects. The Town is not under any obligation to issue Bonds to replace or refinance the Additional Improvement Area #1 Projects Reimbursement Agreement.

Table IV-B
Estimated Sources and Uses
Additional Improvement Area #1 Projects Reimbursement Agreement

Sources of Funds	Additional IA #1 Projects Reimbursement Agreement
Par amount	$7,745,000
Other funding sources	$1,232,633
Total Sources	**$8,977,633**
Uses of Funds	
Additional Major Improvement Projects[1]	
Roadway Improvements	$659,283
Water Improvements	$210,441
Sanitary Sewer Improvements	$158,704
Storm Drainage Improvements	$185,668
Other Soft and Miscellaneous Costs	$141,729
Right-of-way	$806,808
Subtotal	*$2,162,633*
Additional IA #1 Improvements[1]:	
Right-of-way	*$6,780,000*
Subtotal	*$6,780,000*
Other Costs:	
Administrative Expenses	$35,000
Subtotal	*$35,000*
Total Uses	**$8,977,633**

1 – See Table III-B for details.

B. PROJECTED FIVE YEAR SERVICE PLAN

The annual projected costs and annual projected indebtedness with respect to the Initial Major Improvement Projects and the Initial Improvement Area #1 Projects (including the portion of the Initial Major Improvements allocated to Improvement Area #1), shown by Table IV-C. The annual projected costs and indebtedness are subject to revision and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-C
Annual Projected Costs and Annual Projected Indebtedness
Initial Major Improvement Projects and Initial Improvement Area #1 Projects

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Initial Major Improvement Projects Annual Installments[1]	Projected Initial IA #1 Projects Annual Installments[1]
2022 & Prior	$46,106,073	$43,200,000	$2,906,073	$86,400	$239,600
2023	$0	$0	$0	$476,934	$1,488,116
2024	$0	$0	$0	$796,258	$2,502,999
2025	$0	$0	$0	$797,292	$2,504,009
2026	$0	$0	$0	$792,754	$2,508,289
2027	$0	$0	$0	$792,937	$2,505,544
2028	$0	$0	$0	$792,547	$2,501,068
Total	**$46,106,073**	**$43,200,000**	**$2,906,073**	**$4,535,121**	**$14,249,625**

1 – Projected Annual Installment amounts are net of available capitalized interest.

The annual projected costs shown in Table IV-C are the annual expenditures relating to the Initial Major Improvement Projects shown in Table III-A.1, the Initial Improvement Area #1 Projects shown in Table III-B and the costs associated with setting up the PID and bond issuance costs for the Series 2021 PID Bonds including reserves shown in Table IV-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

The annual projected costs and annual projected indebtedness with respect to the Additional Improvement Area #1 Projects (including the portion of the Additional Major Improvements allocated to Improvement Area #1) is shown by Table IV-D. The annual projected costs and indebtedness is subject to revision and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-D
Annual Projected Costs and Annual Projected Indebtedness
Additional Improvement Area #1 Projects

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Additional IA #1 Projects Annual Installments
2023	$8,977,633	$7,745,000	$1,232,633	$0
2024	$0	$0	$0	$567,019
2025	$0	$0	$0	$569,195
2026	$0	$0	$0	$572,033
2027	$0	$0	$0	$575,474
2028	$0	$0	$0	$578,459
2029	$0	$0	$0	$580,989
Total	**$8,977,633**	**$7,745,000**	**$1,232,633**	**$3,443,168**

The annual projected costs shown in Table IV-D are the annual expenditures relating to the Additional Improvement Area #1 Projects shown in Table III-B. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

As Future Improvement Areas are developed, in association with issuing Future Improvement Area Bonds for each Future Improvement Area, this Table IV-D will be updated to identify the Authorized Improvements to be financed by each new series of the Future Improvement Area Bonds and the projected indebtedness resulting from each additional series of the Future Improvement Area Bonds.

C. PID ASSESSMENT NOTICE

The PID Act requires that this Service and Assessment Plan and each Annual Service Plan Update include a copy of the notice form required by Section 5.014 of the Texas Property Code. The "PID Assessment Notice" is attached hereto as Appendix D and may be updated in an Annual Service Plan Update.

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V. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the Town Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed bond issuance program entails a series of bond financings and/or reimbursement agreements that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the initial Series 2021 PID Bonds issued in 2021 to finance the Initial Improvement Area #1 Projects and the Initial Major Improvement Projects, and the Additional Improvement Area #1 Projects Reimbursement Agreement obligation anticipated to be incurred in 2023 to finance the Additional Improvement Area #1 Projects, subsequent financings may be issued and/or additional obligations created under a reimbursement agreement over the upcoming decade as the subsequent phases of the development are gradually constructed.

The purpose of this gradual issuance of bonds in phases is to mirror the actual private development of the Authorized Improvements. The bonds to be issued are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the Bonds when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages, to issuing debt and encumbering property within the PID prior to the need for the Authorized Improvements.

For purposes of this Service and Assessment Plan, the Town Council has determined that the costs of the Initial Major Improvement Projects, Additional Major Improvement Projects, Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects shall be allocated as described below:

1. The costs of the Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects that only benefit Improvement Area #1 shall be allocated on the basis of Equivalent Units calculated using the average home price of each Lot Type once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of such Authorized Improvements of Improvement Area #1 Assessed Property to Parcels similarly benefited.

2. The costs of the Major Improvements (including both the Initial Major Improvements and the Additional Major Improvements) are proportionally allocated to the Major Improvement Area Assessed Property and the Improvement Area #1 Assessed Property based on estimated Equivalent Units calculated using the average home price for the Major Improvement Area Assessed Property and the Improvement Area #1 Assessed Property.

3. The Initial Major Improvement Projects and Additional Major Improvement Projects are allocated to each Parcel of Major Improvement Area Assessed Property based on estimated Equivalent Units calculated using the average home price of each Lot Type.

Table V-A provides the estimated allocation of costs of the Authorized Improvements constituting Major Improvements between Improvement Area #1 Assessed Property and Major Improvement Area Assessed Property.

At this time, it is impossible to determine with absolute certainty the amount of special benefit each Parcel within Future Improvement Areas will receive from the direct Authorized Improvements that will benefit each individual Improvement Area and that may be financed with Future Improvement Area Bonds. Therefore, Parcels will only be assessed for the special benefits conferred upon the Parcel at this time because of the Initial Major Improvements, Initial Improvement Area #1 Improvements, and Additional Improvement Area #1 Projects, as applicable.

In connection with the issuance of Future Improvement Area Bonds and/or execution of related reimbursement agreements, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within a Future Improvement Areas receives from the specific Authorized Improvements funded with those Future Improvement Area Bonds issued with respect to that Future Improvement Areas. Prior to assessing Parcels located within Future Improvement Areas in connection with issuance of Future Improvement Area Bonds, each owner of the Parcels to be assessed must acknowledge that the Authorized Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Assessments to pay for the Actual Costs of such Authorized Improvements.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Initial Major Improvement Projects, Additional Major Improvement Projects, Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects, as applicable, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Improvement Area #1 Assessed Property and Major Improvement Area Assessed Property for such improvements, and (iii) establishes the methodologies by which the Town Council allocates and reallocates the special benefit of the Initial Major Improvement Projects, Additional Major Improvement Projects, Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects, as applicable, to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the Town Council of the assessment methodologies set forth below is the result of the discretionary exercise by the Town Council of its legislative authority and governmental powers and is

conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

As Future Improvement Areas are developed, in connection with the issuance of Future Improvement Area Bonds and/or the execution of a related reimbursement agreement, this Service and Assessment Plan will be updated based on the Town's determination of the assessment methodology for each Future Improvement Areas.

B. SPECIAL BENEFIT

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has received notice that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as "the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." (*Dictionary of Real Estate Appraisal, Third Edition*.) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

The assessments will repay financing that is on advantageous terms, as the Bonds issued to finance the Authorized Improvements will pay interest that is exempt from federal income tax. As a result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax- exempt bonds will have a lower interest rate than debt that is not tax-exempt. The Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer's option. As a result of these advantageous terms, the financing provided by the Town through the PID is the most beneficial means of financing the Authorized Improvements.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve: (i) the determinations and finding by the Town Council as to the special benefits described in this Service and Assessment Plan and any Assessment Ordinance; (ii) the Service and Assessment Plan and any Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the Town Council to be the most beneficial means of doing so. As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the Town Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;

2. The Developer, as the owner of the Assessed Property, has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;

3. The Authorized Improvements are required for the highest and best use of the property;

4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

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C. Allocation of Initial Major Improvement Costs to Assessed Property

The Initial Major Improvements will provide a special benefit to all property in the PID. Accordingly, the estimated Initial Major Improvement costs must be allocated throughout all Assessed Property in the PID. Table V-A summarizes the allocation of Actual Costs for each type of Initial Major Improvement. The costs shown in Table V-A are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

Improvement Area #1 is projected to contain 1,057 residential units. As shown in Appendix E, the total Equivalent Units for Improvement Area #1 is calculated as 824.33. The Major Improvement Area is projected to contain 1,099 residential units resulting in a total of 876.83 Equivalent Units as shown in Appendix E. The Total projected Equivalent Units in the PID is, therefore, calculated to be 1,701.17 (i.e., 824.33 + 876.83 = 1,701.77). As a result, 48.46 percent of the estimated costs of the Initial Major Improvements (i.e., 824.33 ÷ 1,701.77 = 48.46%) are allocated to the Improvement Area #1 Assessed Property and 51.54 percent of the estimated costs of the Initial Major Improvements (i.e., 876.83 ÷ 1,701.77 = 51.54%) are allocated to the Major Improvement Area Assessed Property. The Series 2021 PID Bonds will fund the Initial Major Improvements.

Table V-A
Allocation of Initial Major Improvement Costs

Authorized Improvement	Estimated Costs
Roadway Improvements	$4,006,306
Water Improvements	$616,541
Sanitary Sewer Improvements	$2,114,663
Storm Drainage Improvements	$548,480
Parks, Landscaping, and Hardscaping	$2,722,430
Other Soft and Miscellaneous Costs	$4,907,105
Total Initial Major Improvements	**$14,915,525**
Improvement Area #1	
Projected total Equivalent units	824.33
% of Total Equivalent Units	48.46%
Proportionate Share of Costs	$7,227,607
Major Improvement Area	
Projected total Equivalent units	876.83
% of Total Equivalent Units	51.54%
Proportionate Share of Costs	$7,687,918

D. Allocation of Additional Major Improvement Costs to Assessed Property

The Additional Major Improvements will provide a special benefit to all property in the PID. Accordingly, the estimated Additional Major Improvement costs must be allocated throughout all Assessed Property in the PID. Table V-A summarizes the allocation of Actual Costs for each type

of Additional Major Improvement. The costs shown in Table V-B are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

Improvement Area #1 is projected to contain 1,057 residential units. As shown in Appendix E, the total Equivalent Units for Improvement Area #1 is calculated as 824.33. The Major Improvement Area is projected to contain 1,099 residential units resulting in a total of 876.83 Equivalent Units as shown in Appendix E. The Total projected Equivalent Units in the PID is, therefore, calculated to be 1,701.17 (i.e., 824.33 + 876.83 = 1,701.77). As a result, 48.46 percent of the estimated costs of the Additional Major Improvements (i.e., 824.33 ÷ 1,701.77 = 48.46%) are allocated to the Improvement Area #1 Assessed Property and 51.54 percent of the estimated costs of the Additional Major Improvements (i.e., 876.83 ÷ 1,701.77 = 51.54%) are allocated to the Major Improvement Area Assessed Property. The Additional Major Improvements are anticipated to be funded, in part under the Additional Improvement Area #1 Projects Reimbursement Agreement (for that portion allocable to Improvement Area #1) and in part by the Developer. It is anticipated that a separate series of Bonds may be issued in the future to pay for the portion of the Additional Major Improvements allocable to the Major Improvement Area once Assessments are levied against the Major Improvement Area for these costs.

Table V-B
Allocation of Additional Major Improvement Costs

Authorized Improvement	Estimated Costs
Roadway Improvements	$1,360,555
Water Improvements	$434,285
Sanitary Sewer Improvements	$327,515
Storm Drainage Improvements	$383,160
Other Soft and Miscellaneous Costs	$292,485
Right-of-way	$1,665,000
Total Additional Major Improvements	**$4,463,000**
Improvement Area #1	
Projected total Equivalent units	824.33
% of Total Equivalent Units	48.46%
Proportionate Share of Costs	$2,162,633
Major Improvement Area	
Projected total Equivalent units	876.83
% of Total Equivalent Units	51.54%
Proportionate Share of Costs	$2,300,367

E. ASSESSMENT METHODOLOGY

The costs of the Authorized Improvements may be assessed by the Town Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The costs of the Authorized

Improvements may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

1. Assessment Methodology for the Major Improvement Area

For purpose of this Service and Assessment Plan, the Town Council determined that the Initial Major Improvement Projects shall be allocated to the Major Improvement Area Assessed Property by spreading the entire Assessment for such improvements across the Parcels based on the estimated number of Equivalent Units anticipated to be developed on each Parcel within the Major Improvement Area.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated number of Equivalent Units at the time residential Lots are platted to the total estimated number of Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the Town Council.

The Assessment and Annual Installments for each Parcel or Lot located within the Major Improvement Area is shown on the Major Improvement Area Assessment Roll – Initial Major Improvements, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

It is anticipated that an Assessment may be levied in the future against the Major Improvement Area related to the costs of the Additional Major Improvement Projects. If this occurs, this Service and Assessment Plan will be amended ot determine the assessment methodology that results in the imposition of the equal shares of the Actual Costs of the Additional Major Improvements to the Major Improvement Area Assessed Property similarly benefitted.

2. Assessment Methodology for Improvement Area #1

For purpose of this Service and Assessment Plan, the Town Council has determined that the Actual Costs of the Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects shall be allocated to the Improvement Area #1 Assessed Property by spreading the entire Assessments identified in Appendix H-1 (with respect to the Initial Improvement Area #1 Projects) and Appendix H-2 (with respect to the Additional Improvement Area #1 Projects) across the Parcels within Improvement Area #1 based on the estimated number of Equivalent Units anticipated to be developed on each Parcel within Improvement Area #1.

Based on the estimates of the costs of the Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects, as set forth in Table III-B, the Town Council has determined that the respective benefit of the Initial Improvement Area #1 Projects and Additional improvement Area#1 Projects to Improvement Area #1 Assessed Property is at least equal to the Assessments levied on the Improvement Area #1 Assessed Property as identified in Appendix H-1 (with respect to the Initial Improvement Area #1 Projects) and Appendix H-2 (with respect to the Additional Improvement Area #1 Projects).

Upon subsequent divisions of any Parcel, each Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, each Assessment will be apportioned proportionately among each Parcel based on the ratio of the estimated number of Equivalent Units at the time residential Lots are platted to the total estimated number of Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the Town Council.

The Assessment and Annual Installments for each Parcel or Lot located within Improvement Area #1 levied in connection with the Initial Improvement Area #1 Projects is shown on the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects, attached as Appendix H-1, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

The Assessment and Annual Installments for each Parcel or Lot located within Improvement Area #1 levied in connection with the Additional Improvement Area #1 Projects is shown on the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects, attached as Appendix H-2, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

3. Assessment Methodology for Future Improvement Areas

When any given Future Improvement Areas is developed, and Future Improvement Area Bonds for that Future Improvement Areas are to be issued, this Service and Assessment Plan will be amended to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within that Improvement Area.

F. ASSESSMENTS

The Assessments for the pro rata share of Initial Major Improvement Projects and the Initial Improvement Area #1 Projects to be paid with the proceeds from Series 2021 PID Bonds were levied on each Parcel or Lot according to the Major Improvement Area Assessment Roll – Initial Major Improvements and the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects, as applicable. The Assessments for the Additional Improvement Area #1 Projects to be paid by the Developer and reimbursed with the Additional Improvement Area #1 Projects Reimbursement Agreement will be levied on each Parcel or Lot within Improvement Area #1 according to the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects. The Annual Installments from the Major Improvement Area Assessed Property and the Improvement Area #1 Assessed Property will be collected on the dates and in the amounts shown on the Major Improvement Area Assessment Roll – Initial Major Improvements, the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects, and the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects, as applicable, subject to revisions made during an Annual Service Plan Update. Non-Benefited Property will not be subject to any Assessments. It is anticipated that an Assessment may be levied in the future against the Major Improvement Area related to the costs of the Additional Major Improvement Projects.

See Appendix E for Assessment per equivalent unit, leverage, and estimated tax rate equivalent calculation details.

G. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on each Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

H. ADDITIONAL INTEREST RESERVE

Pursuant to the PID Act, the interest rate for Assessments may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%). The interest rate used to determine the Assessments is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds secured by such Assessments, with the Additional Interest Component of the Annual Installments allocated to fund a reserve to be used for paying interest associated with a prepayment and to offset any possible delinquency related costs. The Additional Interest Reserve shall be funded until it reaches 5.50% of the outstanding series of Bonds unless otherwise stipulated in the Bond documents. Once the Additional Interest Reserve is funded in full, the Additional Interest to be paid may be adjusted in a subsequent Annual Service Plan Update or the Town may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture. No Additional Interest will be collected on any portion of an Assessment which secures a reimbursement obligation, including the obligation created under the Additional Improvement Area #1 Reimbursement Agreement, and not a series of Bonds.

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VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE MAJOR IMPROVEMENT AREA

The Assessment and Annual Installments for each Assessed Property located within the Major Improvement Area are shown on the Major Improvement Area Assessment Roll – Initial Major Improvements, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from Major Improvement Area Assessed Property in an amount sufficient to pay (i) principal and interest on the Major Improvement Area Assessed Property's share of the Series 2021 PID Bonds, (ii) to fund the Additional Interest Reserve described in Section V, and (iii) to pay its allocated portion of Administrative Expenses related to the PID.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN IMPROVEMENT AREA #1

The Assessment and Annual Installments for each Assessed Property located within Improvement Area #1 is shown on the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects and the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects, attached as Appendix H-1 and Appendix H-2, respectively, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from Improvement Area #1 Assessed Property in an amount sufficient to pay (i) principal and interest on the Improvement Area #1 Assessed Property's share of the Series 2021 PID Bonds (ii) principal and interest on the Additional Improvement Area #1 Projects Reimbursement Agreement for the Additional Improvement Area #1 Projects, (iii) to fund the Additional Interest Reserve described in Section V (with respect to the portion of the assessment securing the Series 2021 PID Bonds), and (iv) to pay its allocated portion of Administrative Expenses related to the PID.

C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE IMPROVEMENT AREAS

As Future Improvement Areas are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within Future Improvement Areas (e.g., an Appendix will be added as the Assessment Roll for Improvement Area #2, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

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D. REALLOCATION OF ASSESSMENTS

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated Equivalent Units to be built on each new subdivided Parcel
D = the sum of the estimated Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the Town Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the Town Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the Town Council.

E. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the Town the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.

2. If at any time the Assessment per Unit on a Parcel exceeds the Assessment per Lot calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the Town prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per Lot for the Parcel exceeds the Assessment per Lot calculated in this Service and Assessment Plan.

3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

F. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds and/or obligation under a related reimbursement agreement have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds and/or obligation under related reimbursement agreement, resulting in excess Bond proceeds being available to redeem Bonds of such series and/or a need to reduce the obligation under a reimbursement agreement, as the case may be, then the Assessment securing such series of Bonds and/or obligation under the related reimbursement agreement for each Parcel of Assessed Property shall be reduced by the Town Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs and such excess Bond proceeds or Assessment Revenues shall applied to redeem Bonds of such series as provided in the Trust Indenture or to reduce the obligation under a related reimbursement agreement. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds and/or amounts due under related reimbursement agreement. If all of the Authorized Improvements are not completed, the Town may reduce the Assessments in another method if it determined such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds and/or a need to reduce the obligations under a related reimbursement agreement, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the Town Council to reflect only the amounts required to repay the Bonds and/or repay obligations under a related reimbursement agreement, including interest on the Bonds and Administrative Expenses, and such excess Bond proceeds shall be applied to redeem Bonds. The Town Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of units, if determined by the Town Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds and/or repay obligations under a related reimbursement agreement, including interest thereon and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting

reduced principal portion of the Bonds and/or obligations under related reimbursement agreement is equal to the outstanding principal amount of the Bonds and/or the amounts outstanding under a related reimbursement agreement.

G. PAYMENT OF ASSESSMENTS

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Payment shall include all Prepayment Costs.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the Town shall deposit the payment in accordance with the Trust Indenture and/or account of the applicable reimbursement agreement; whereupon the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate. For purposes of Prepayments of the Assessments levied against the Improvement Area #1 Assessed Property, the obligation created under the Additional Improvement Area #1 Projects Reimbursement Agreement is and will remain subordinated to the portion of the Series 2021 Bonds allocable to Improvement Area #1.

(d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the Town to collect interest, Administrative Expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Rolls, as updated as provided for herein, which include (i) interest, (ii) Administrative Expenses, and (iii) with respect to Assessments which secure a series of Bonds, payments required for the Additional Interest to fund the Additional Interest Reserve.

Series 2021 PID Bonds

Each Assessment levied against the Improvement Area #1 Assessed Property for the Initial Improvement Area #1 Projects and Major Improvement Area Assessed Property for the Major Improvement Area Projects shall be paid with interest of no more than the actual interest rate paid on the Series 2021 PID Bonds. The Major Improvement Area Assessment Roll – Initial Major

Improvements sets forth for each year the Annual Installment for each Parcel within the Major Improvement Area based on an interest rate of 5.375% and Additional Interest for the Additional Interest Reserve. The Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects sets forth for each year the Annual Installment for each Parcel within Improvement Area #1 (and related to the Initial Improvement Area #1 Projects) based on an interest rate of 5.375% and Additional Interest at the rate of 0.5% for the Additional Interest Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Rolls. The Major Improvement Area Assessment Roll – Initial Major Improvements and Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects, have been updated with the actual interest rates on the Series 2021 PID Bonds, are shown as Appendix G and Appendix H-1.

Additional Improvement Area #1 Projects Reimbursement Agreement

Each Assessment for the Improvement Area #1 Assessed Property for the Additional Improvement Area #1 Projects shall be paid with interest of no more than the actual interest rate paid on the Additional Improvement Area #1 Projects Reimbursement Agreement. Interest on the Additional Improvement Area #1 Projects Reimbursement Agreement shall be paid based on an estimated interest rate of 5.875% per annum for years 1 through 5 and 5.875% per annum following the fifth Annual Installment. The interest on the Additional Improvement Area #1 Projects Reimbursement Agreement shall be paid at a rate not to exceed five hundred basis points (5.00%) above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the Town and reported in the month prior to the establishment of the Assessments securing such portion of the Additional Improvement Area #1 Projects Reimbursement Agreement and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points (2.00%) above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the Town is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments on the Improvement Area #1 Assessed Property securing the Additional Improvement Area #1 Projects Reimbursement Agreement was 3.950%. The Town has determined that the Additional Improvement Area #1 Projects Reimbursement Agreement shall bear interest at the interest rate of 5.875% per annum for years 1 through 5 and 5.875% per annum following the fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 8.95% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 5.95%. Furthermore, the Annual Installments of the Assessments levied against Improvement Area #1 Assessed Property for the Additional Improvement Area #1 Projects may not exceed the amounts shown on the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects. The Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects, is shown as Appendix H-2.

With regard to the collection of Annual Installments from the Improvement Area #1 Assessed Property, the obligation created under the Additional Improvement Area #1 Projects Reimbursement Agreement will remain subordinated to the obligation under the Series 2021 PID Bonds allocable to Improvement Area #1.

Any amounts collected as Annual Installments from the Improvement Area #1 Assessed Property shall be allocated first to amounts due for the portion of the Series 2021 PID Bonds allocated to Improvement Area #1, including any amounts due for related reserve accounts, and second to the amounts due to pay the obligation created in connection with the Additional Improvement Area #1 Projects Reimbursement Agreement.

The Annual Installments shall be reduced to equal the actual costs of repaying the Bonds and/or the obligations due under a related reimbursement agreement, Additional Interest (if applicable), and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The Town reserves and shall have the right and option to refund the Bonds and/or the obligations due under a related reimbursement agreement in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

H. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the Town Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Annual Installments shall be collected by the Town in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the Town. The Town Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such property as they become due and payable.

Series 2021 PID Bonds

Each Annual Installment of an Assessment related to the Series 2021 PID Bonds, including the interest on the unpaid amount of such an Assessment, shall be calculated as of September 1 and updated annually. Each such Annual Installment together with interest thereon shall be delinquent

if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Series 2021 PID Bonds commenced with the issuance of the Series 2021 PID Bonds.

Additional Improvement Area #1 Projects Reimbursement Agreement

The collection of the first Annual Installment of an Assessment related to the Additional Improvement Area #1 Projects Reimbursement Agreement secured by Improvement Area #1 Assessed Property for the Additional Improvement Area #1 Projects shall commence upon the earlier of: (i) September 1, 2023, (ii) with tax bills sent the first October after issuance of a series of Bonds for Additional Improvement Area #1 Projects, such that upon the issuance of Bonds all Assessments in Improvement Area #1 shall begin collection, or (iii) with tax bills sent the first October occurring after the expiration of two years from the date of the levy of Assessments on the Improvement Area #1 Assessed Property for the Additional Improvement Area #1 Projects such that all Assessments in Improvement Area #1 begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Lot or Parcel of Improvement Area #1 Assessed Property for which collection has begun, shall be due by January 31st of the following calendar year.

I. SURPLUS FUNDS REMAINING IN THE SERIES 2021 PID PROJECT FUND

If proceeds from the Series 2021 PID Bonds still remain after all of the Major Improvement Area Projects and the Initial Improvement Area #1 Projects are constructed and accepted by the Town, the proceeds may be utilized in accordance with the Indenture for the Series 2021 PID Bonds.

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VII. THE ASSESSMENT ROLL

A. MAJOR IMPROVEMENT AREA ASSESSMENT ROLL – INITIAL MAJOR IMPROVEMENTS

The Town Council has evaluated each Parcel within the Major Improvement Area (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the Town Council) to determine the amount of Assessed Property within the Major Improvement Area.

The Major Improvement Area Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Initial Major Improvement Projects. Table VII-A summarizes the $10,280,000 in special benefit received by the Major Improvement Area Assessed Property from the Initial Major Improvement Projects, a portion of the costs of the PID formation, and the pro rata share of the Series 2021 PID Bonds issuance costs. The portion of the Series 2021 PID Bonds allocable to Major Improvement Area Assessed Property is $10,280,000, which is less equal to the benefit received by the Major Improvement Area Assessed Property for the Initial Major Improvements. Accordingly, the total Assessment to be applied to all the Major Improvement Area Assessed Property is $10,280,000 plus the Additional Interest Component, and annual Administrative Expenses. The Assessment for each Major Improvement Area Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Major Improvement Area Assessment Roll – Initial Major Improvements is attached hereto as Appendix G.

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Table VII-A
Major Improvement Area
Special Benefit Summary

Special Benefit	Total Cost
Initial Major Improvement Projects	
Total Authorized Improvements[1]	*$7,687,918*
Pro rata share of PID Formation/Bond Costs of Issuance	
Cost of Issuance	$784,385
Capitalized interest	$1,013,008
Reserve Fund	$708,289
Administrative Expense	$35,000
Placement Agent's Fee	$51,400
PID Formation/Bond Cost of Issuance	*$2,592,082*
Total Special Benefit	**$10,280,000**
Special Benefit	
Total Special Benefit	$10,280,000
Projected Assessment	$10,280,000
Excess Benefit	**$0**

1 – See Table III-A for details.

B. IMPROVEMENT AREA #1 ASSESSMENT ROLL – INITIAL IMPROVEMENT AREA #1 PROJECTS AND IMPROVEMENT AREA #1 ASSESSMENT ROLL – ADDITIONAL IMPROVEMENT AREA #1 PROJECTS

The Town Council has evaluated each Parcel in Improvement Area #1 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the Town Council) to determine the amount of Assessed Property within the Improvement Area #1.

The Improvement Area #1 Assessed Property is being assessed separately for the special benefits conferred upon the property resulting from (i) the Initial Improvement Area #1 Projects, and (ii) the Additional Improvement Area #1 Projects. Table VII-B summarizes the $44,803,706 in special benefit received by the Improvement Area #1 Assessed Property from the Initial Improvement Area #1 Projects, a portion of the costs of the PID formation, and the pro rata share of the Series 2021 PID Bonds issuance costs and the Additional Improvement Area #1 Projects. The portion of the Series 2021 PID Bonds allocable to Improvement Area #1 Assessed Property for the Initial Improvement Area #1 Projects is $32,920,000. The Assessment levied under the Additional Improvement Area #1 Projects Reimbursement Agreement for the Additional Improvement Area #1 Projects is $7,745,000. The total of these two Assessments levied against the Improvement Area #1 Assessed Property is $40,665,000, which is less than the benefit received by the Improvement Area #1 Assessed Property from the Initial Improvement Area #1 Projects and the

Additional Improvement Area #1 Projects. Accordingly, the total Assessment (including (i) the portion related to the Initial Improvement Area #1 Projects and (ii) the portion related to the Additional Improvement Area #1 Projects) to be applied to all the Improvement Area #1 Assessed Property is $40,665,000 plus the Additional Interest Component (with respect to the portion securing the Series 2021 PID Bonds only), and annual Administrative Expenses. The Assessment for each Improvement Area #1 Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects is attached hereto as Appendix H-1 and the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects is attached hereto as Appendix H-2.

Table VII-B
Improvement Area #1
Special Benefit Summary

Special Benefit	Series 2021 PID Bonds Cost	Additional IA #1 Reimbursement Agreement Cost	Total Cost
Initial Improvement Area #1 Projects	$28,521,686	$0	$28,521,686
Additional Improvement Area #1 Projects	$0	$8,942,633	$8,942,633
Total Authorized Improvements[1]	*$28,521,686*	*$8,942,633*	*$37,464,319*
Pro rata share of PID Formation/Bond Costs of Issuance			
Cost of Issuance	$1,552,615	$0	$1,552,616
Capitalized interest	$3,243,992	$0	$3,243,992
Reserve Fund	$2,268,179	$0	$2,268,179
Administrative Expense	$75,000	$35,000	$110,000
Placement Agent's Fee	$164,600	$0	$164,600
PID Formation/Bond Cost of Issuance	*$7,304,387*	*$35,000*	*$7,339,387*
Total Special Benefit	**$35,826,073**	**$8,977,634**	**$44,803,706**
Special Benefit			
Total Special Benefit	$35,826,073	$8,977,634	$44,803,706
Projected Assessment	$32,920,000	$7,745,000	$40,665,000
Excess Benefit	**$2,906,073**	**$1,232,634**	**$4,138,706**

1 – See Table III-B for details.

C. FUTURE IMPROVEMENT AREA ASSESSMENT ROLL

As Future Improvement Areas are developed, this SAP will be amended to determine the Assessment for each Parcel or Lot located within such Future Improvement Area (e.g. an appendix will be added as the Assessment Roll for each Future Improvement Area).

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D. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the Town Council for approval, annual updates to the Major Improvement Area Assessment Roll – Initial Major Improvements, Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects, and the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects, and in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the Town and permitted by the PID Act: (i) the identification of each Parcel; (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); The Additional Interest Component to be collected from the Assessed Property for the year (if the Assessment is payable in installments) and (v) payments of the Assessment, if any, as provided by Section VI.G of this Service and Assessment Plan.

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The Town may elect to designate a third party to serve as Administrator. The Town shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the Town not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error, and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the Town Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the Town Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the Town Council, the decision of the Town Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the Town shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

The Town Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels: (i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Collection Costs, and other charges imposed by the Service and Assessment Plan.

D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS

The Town Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act, and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture, such determination shall be conclusive.

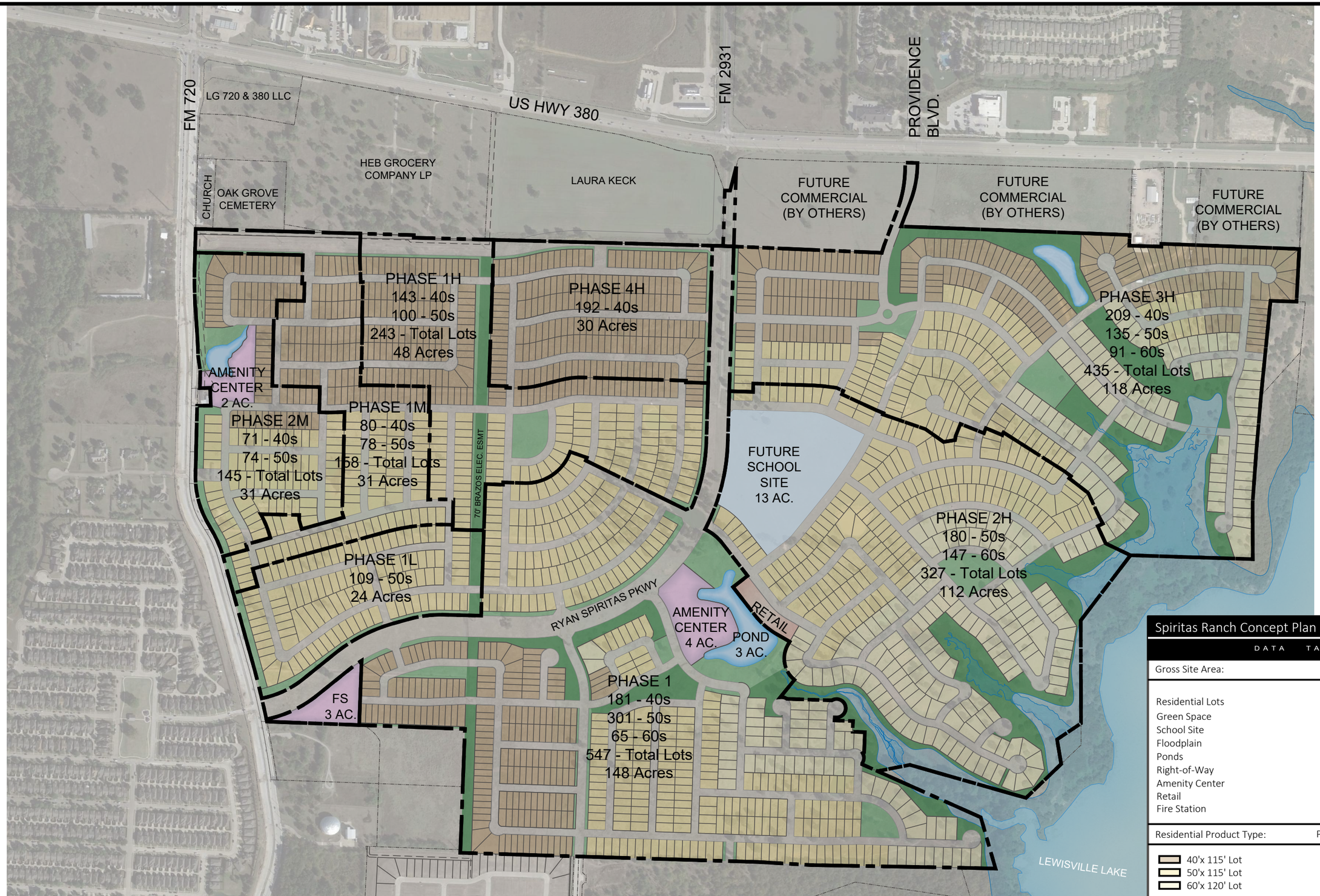
E. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Town Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Town.

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APPENDIX A
PID MAP



Spiritas Ranch Concept Plan 28

DATA TABLE

Gross Site Area:		545+/-
	Acres	Gross %
Residential Lots	433	80%
Green Space	49	9%
School Site	13	2%
Floodplain	16	3%
Ponds	5	1%
Right-of-Way	17	3%
Amenity Center	7	1%
Retail	2	0.5%
Fire Station	3	0.5%

Residential Product Type:	Phase 1	Future	Total
40'x 115' Lot	404	472	876
50'x 115' Lot	588	389	977
60'x 120' Lot	65	238	303
Total Lots	1,057	1,099	2,156
Total Acres	251	294	545

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

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

SCALE: 1"=500'
DATE: MAR. 2021

CENTURION AMERICAN

S:\2019\2019017-00 Spiritas Ranch\CAD\EXHIBITS\20190170OLP28SpiritasRanchConceptPlan 03292021.dwg Mar 29,2021 - 11:17 am chancock

APPENDIX B
ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

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

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

GROSS ACREAGE:	548.0
NET ACREAGE:	439.0
TOTAL LOTS:	**2,156**
TOTAL DENSITY:	4.91
LANDPLAN:	25
CREATED BY:	MC
REVIEWED BY:	AB
CREATED:	04/06/20
REVISED:	**06/08/23**

Direct Phase Costs		**TOTALS**	**PHASE 1**	**PHASE 1L**	**PHASE 1M**	**PHASE 1G (1H)**	**FUTURE PHASES**
	Lot Count	**2156**	**547**	**109**	**158**	**243**	**1099**
1	Engineering	$ 5,641,612	$ 1,388,588	$ 276,147	$ 383,593	$ 550,636	$ 3,042,647
2	Grading Site Preparation	$ 1,932,580	$ 593,844	$ 94,162	$ 136,491	$ 209,920	$ 898,164
3	Water	$ 9,549,154	$ 2,225,060	$ 505,183	$ 810,067	$ 998,564	$ 5,010,280
4	Sanitary Sewer	$ 13,437,382	$ 2,403,088	$ 540,343	$ 734,392	$ 954,969	$ 8,804,590
5	Storm Drain	$ 12,023,381	$ 3,083,651	$ 581,396	$ 915,048	$ 843,751	$ 6,599,535
6	Street Improvements	$ 19,677,740	$ 5,244,122	$ 967,866	$ 967,866	$ 1,687,524	$ 10,810,362
9	Contingency 5%	$ 3,113,092	$ 746,918	$ 148,255	$ 197,373	$ 262,268	$ 1,758,279
13	ROW Acreage	$ 14,880,000	$ 3,705,000	$ 705,000	$ 1,080,000	$ 1,290,000	$ 8,100,000
	Total	$ 80,254,941	$ 19,390,271	$ 3,818,352	$ 5,224,830	$ 6,797,632	$ 45,023,856
	Cost per Lot	$ 37,224	$ 35,448	$ 35,031	$ 33,069	$ 27,974	$ 40,968

Major Improvements Costs		**TOTALS**	**PHASE 1**	**PHASE 1L**	**PHASE 1M**	**PHASE 1G (1H)**	**FUTURE PHASES**
	Lot Count	**2156**	**547**	**109**	**158**	**243**	**1099**
1	Engineering	$ 3,238,607	$ 1,759,771	$ -	$ 204,383	$ 72,793	$ 1,201,660
3	Water	$ 2,703,776	$ 1,476,315	$ -	$ 65,856	$ 85,162	$ 1,076,442
4	Sanitary Sewer	$ 2,825,912	$ 2,077,796	$ -	$ 256,534	$ 73,382	$ 418,200
5	Storm Drain	$ 2,658,742	$ 1,239,260	$ -	$ 168,555	$ 12,204	$ 1,238,722
6	Street Improvements	$ 5,234,675	$ 3,385,956	$ -	$ 370,729	$ 257,448	$ 1,220,541
7a	Screening/Landscape Walls	$ 3,095,500	$ 1,843,500	$ -	$ -	$ -	$ 1,252,000
8	Dry Utilities - Spiritas Median	$ 1,551,189	$ 1,396,189	$ -	$ -	$ -	$ 155,000
9	Contingency 5%	$ 1,268,459	$ 751,816	$ -	$ 70,332	$ 25,049	$ 421,262
10	District Formation Costs	$ 1,200,000	$ 1,200,000	$ -	$ -	$ -	$ -
11	Turn Lane Improvements	$ 1,704,344	$ 328,764	$ -	$ 340,580	$ -	$ 1,035,000
12	Common Area Amenities & Trails	$ 1,156,444	$ 328,764	$ -	$ -	$ -	$ 827,680
13	ROW Acreage[4]	$ 1,665,000	$ 615,000	$ -	$ 375,000	$ 300,000	$ 375,000
14	Perimeter Road						
a	Engineering	$ 292,485	$ 292,485	$ -	$ -	$ -	$ -
b	Water	$ 434,285	$ 434,285	$ -	$ -	$ -	$ -
c	Sanitary Sewer	$ 327,515	$ 327,515	$ -	$ -	$ -	$ -
d	Storm Drain	$ 383,160	$ 383,160	$ -	$ -	$ -	$ -
e	Street Improvements	$ 805,555	$ 805,555	$ -	$ -	$ -	$ -
f	ROW Acreage	$ 555,000	$ 555,000	$ -	$ -	$ -	$ -
	Total	$ 31,100,648	$ 19,201,131	$ -	$ 1,851,970	$ 826,039	$ 9,221,507
	Cost per Lot	$ 14,425	$ 35,103	$ -	$ 11,721	$ 3,399	$ 8,391

Private Costs		**TOTALS**	**PHASE 1**	**PHASE 1L**	**PHASE 1M**	**PHASE 1G (1H)**	**FUTURE PHASES**
	Lot Count	**2156**	**547**	**109**	**158**	**243**	**1099**
1	Engineering	$ 1,605,279	$ 336,767	$ 67,107	$ 97,275	$ 149,606	$ 954,524
2	Grading Site Preparation	$ 10,877,373	$ 1,680,687	$ 334,908	$ 485,464	$ 746,631	$ 7,629,683
7b	Ret Walls	$ 3,932,206	$ 678,656	$ 135,235	$ 196,029	$ 301,487	$ 2,620,800
8	Dry Utilities	$ 1,306,049	$ 51,043	$ 51,043	$ 38,855	$ 60,108	$ 1,105,000
9	Contingency 5%	$ 1,036,045	$ 237,358	$ 29,415	$ 40,881	$ 62,892	$ 665,500
12	Amenity Center	$ 3,000,000	$ 2,000,000	$ -	$ -	$ -	$ 1,000,000
	Total	$ 21,756,953	$ 4,984,511	$ 617,708	$ 858,503	$ 1,320,723	$ 13,975,508
	Cost per Lot	$ 10,091	$ 9,112	$ 5,667	$ 5,434	$ 5,435	$ 12,717
TOTALS		***$ 133,112,541***	***$ 43,575,913***	***$ 4,436,060***	***$ 7,935,303***	***$ 8,944,394***	***$ 68,220,872***
per lot		***$ 61,741***	***$ 79,663***	***$ 40,698***	***$ 50,223***	***$ 36,808***	***$ 62,075***
	40' Lots	876	181	0	80	143	472
	50' Lots	977	301	109	78	100	389
	60' Lots	303	65	0	0	0	238
	Total Lots	***2156***	***547***	***109***	***158***	***243***	***1099***

Remainder Improvements[5]		**TOTALS**	**PHASE 1**	**PHASE 1L**	**PHASE 1M**	**PHASE 1G (1H)**	**FUTURE PHASES**
		2156	**547**	**109**	**158**	**243**	**1099**
1	Engineering	$ 309,000	$ -	$ -	$ -	$ -	$ 309,000
4	Sanitary Sewer	$ 1,959,417	$ -	$ -	$ -	$ -	$ 1,959,417
9	Contingency 5%	$ 113,421	$ -	$ -	$ -	$ -	$ 113,421
TOTALS		***$ 2,381,838***	***$ -***	***$ -***	***$ -***	***$ -***	***$ 2,381,838***
per lot		***$ 1,105***	***$ -***	***$ -***	***$ -***	***$ -***	***$ 2,167***

THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT EVALUATION ONLY.

NOTES

[1] Development cost does not include: City/District/County Fees, Bonds, & Permits

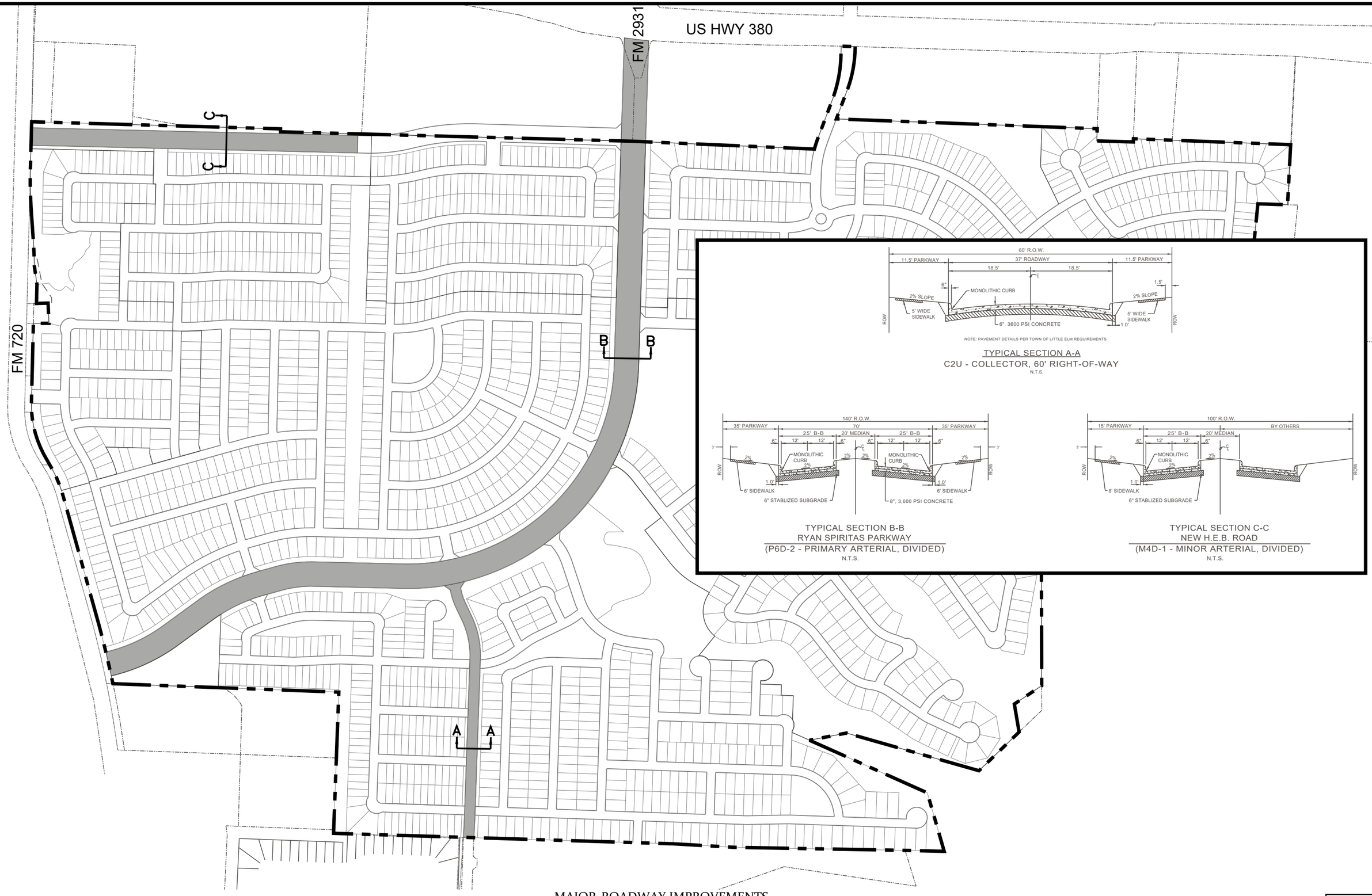
[2] Development cost does not include: Rock Excavation, Landscaping, Irrigation, Monumentation, or Common Area Amenities

[3] Professional Fees do not include: Geotechnical, Environmental, or SWPPP Administration.

[4] Streets include Ryan Spiritas Pkwy, Hidden Oaks Trail, Spiritas Ranch Road

[5] Remainder Improvements include Lift Station #2 and associated Force Main. Lift Station #2 total capacity is 1499 LUEs: 895 LUEs reserved for Spiritas Ranch, 146 for Spiritas East, 33 for Spiritas Ranch commercial acreage, 425 for neighbor commercial acreage. Cost shown is required for 895 LUE Spiritas Ranch, less $230,000 in Spiritas East PID. Additional pumps will be required for future expansion.

APPENDIX C
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS



NOTE: PAVEMENT DETAILS PER TOWN OF LITTLE ELM REQUIREMENTS

TYPICAL SECTION A-A
C2U - COLLECTOR, 60' RIGHT-OF-WAY
N.T.S.

TYPICAL SECTION B-B
RYAN SPIRITAS PARKWAY
(P6D-2 - PRIMARY ARTERIAL, DIVIDED)
N.T.S.

TYPICAL SECTION C-C
NEW H.E.B. ROAD
(M4D-1 - MINOR ARTERIAL, DIVIDED)
N.T.S.

BARRAZA
CONSULTING GROUP, LLC
PLANNING • ENGINEERING

MAJOR ROADWAY IMPROVEMENTS
SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

CENTURION AMERICAN

S:\2019\20190017-00 Spiritas Ranch\CAD\EXHIBITS\20190170OLP26SpiritasRanch MI Roads 02032021.dwg Feb 04 2021 - 1:33 pm chancock

US HWY 380

EX. UTRWD WATER LINE

CONNECT TO EXISTING WATER

EX. 36" UTRWD WATER LINE

FM 2931

12" WATER LINE

12" WATER LINE

FM 720

12" WATER LINE

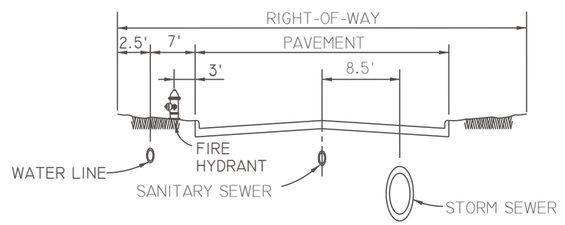
16" WATER LINE

EX. UTRWD WATER LINE

16" WATER LINE

EX. MSUD 16" WATER LINE

CONNECT TO EXISTING WATER



TYPICAL WATER LOCATION
N.T.S.

WATER LINE

MAJOR WATER IMPROVEMENTS
SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

CENTURION AMERICAN

S:\2019\2019017-00 Spiritas Ranch\CAD\EXHIBITS\20190170LP2SSpiritasRanchPID MJ Water 02012021.dwg Feb 04 2021 - 1:33 pm chancock

EX. CANTRELL SLOUGH SEWER LINE

15" GRAVITY SEWER

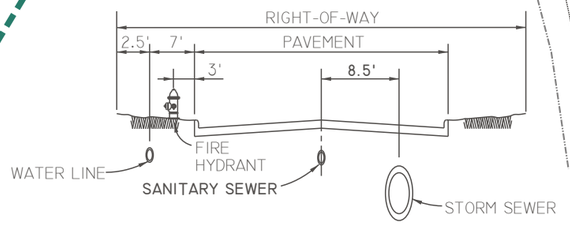
FM 720

6" FORCE MAIN

FM 2931

US HWY 380

LIFT STATION



TYPICAL SEWER LOCATION
N.T.S.

FORCE MAIN

SEWER LINE

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

MAJOR SEWER IMPROVEMENTS
SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

CENTURION AMERICAN

S:\2019\20190017-00 Spiritas Ranch\CAD\EXHIBITS\20190170OLP25SpiritasRanchPID MI Sewer 01292021.dwg Feb 04 2021 - 2:32 pm chancock

US HWY 380

FM 2931

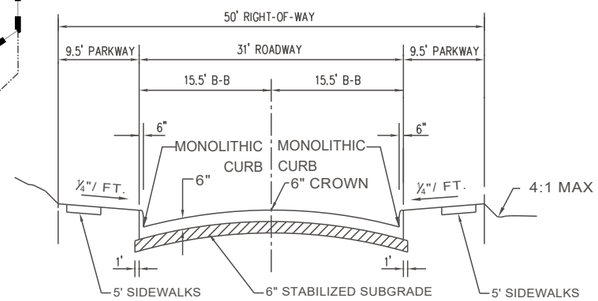
FM 720

PHASE 1

A A

A A

A A



TYPICAL 31' A-A ROADWAY PAVING SECTION

SCALE: NTS

PHASE 1 ROADWAY IMPROVEMENTS

SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT

TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

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CENTURION AMERICAN

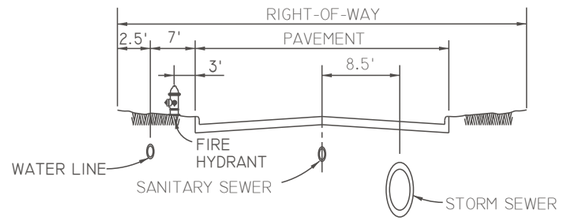
S:\2019\20190017-00 Spiritas Ranch\CAD\EXHIBITS\20190170LP26SpiritasRanchPID PH1 Road 02032021.dwg Feb 04,2021 - 9:51 am chancock

US HWY 380

FM 2931

FM 720

PHASE 1



TYPICAL WATER LOCATION
N.T.S.

8" WATER LINE

PHASE 1 WATER IMPROVEMENTS
SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

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CENTURION AMERICAN

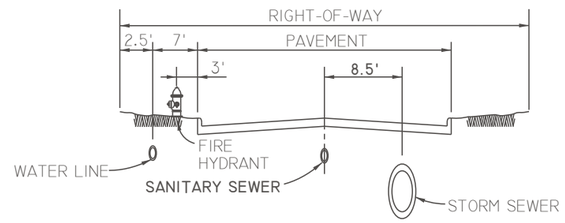
S:\2019\2019017-00 Spiritas Ranch\CAD\EXHIBITS\20190170OLP25SpiritasRanchPID PH1 Water 01292021.dwg Feb 04, 2021 - 1:37 pm chancock

US HWY 380

FM 2931

FM 720

PHASE 1



TYPICAL SEWER LOCATION
N.T.S.

SEWER LINE

PHASE 1 SEWER IMPROVEMENTS
SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

CENTURION AMERICAN

S:\2019\2019017-00 Spiritas Ranch\CADEX\HIBIT'S\20190170OLP25SpiritasRanchPID PH1 Sewer 01292021.dwg Feb 04 2021 - 1:46 pm chancock

APPENDIX D
PID ASSESSMENT NOTICE

AFTER RECORDING RETURN TO:

_____
_____
_____
_____
_____][1]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
TOWN OF LITTLE ELM, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: $_____

As the purchaser of the real property described above, you are obligated to pay assessments to the Town of Little Elm, Texas (the "Town"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Spiritas Ranch Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Town. The exact amount of each annual installment will be approved each year by the Town Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the Town.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF DENTON §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF DENTON §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

APPENDIX E
ASSESSMENT PER EQUIVALENT UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Appendix E

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one of three Lot Types.

"Lot Type 1" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 60 feet.

"Lot Type 2" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 50 feet.

"Lot Type 3" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 40 feet.

A) Proposed Development

Table E-A.1 shows the proposed residential units to be developed within the PID.

Table E-A.1
Proposed Development within the PID

Description	Proposed Development	
60 Ft Lots	303	Units
50 Ft Lots	977	Units
40 Ft Lots	876	Units
	2,156	**Units**

Table E-A.2 shows the proposed residential units within Improvement Area #1.

Table E-A.2
Proposed Development – Improvement Area #1

Description	Proposed Development	
60 Ft Lots	65	Units
50 Ft Lots	588	Units
40 Ft Lots	404[(a)]	Units
	1,057	**Units**

[(a)]Includes five (5) model homes.

Table E-A.3 shows the proposed residential Lot Types within the Major Improvement Area.

Table E-A.3
Proposed Development – Major Improvement Area

Description	Proposed Development	
60 Ft Lots	238	Units
50 Ft Lots	389	Units
40 Ft Lots	472	Units
	1,099	**Units**

B) Calculation of Equivalent Units

As explained under Section IV.D, for purpose of this Service and Assessment Plan, the Town Council has determined that the Actual Costs of the portion of the Initial Major Improvements to be financed with a portion of the Series 2021 PID Bonds shall be allocated to the Major Improvement Area Assessed Property and the Improvement Area #1 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the Town Council has determined that the Assessments shall be allocated to the Major Improvement Area Assessed Property and the Improvement Area #1 Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the Town Council has taken into consideration (i) the type of lots (i.e., 60 Ft, 50 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the Town Council determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the "Lot Types" defined above. These classifications (from Lot Type 1 (60 Ft Lots) representing the highest value to Lot Type 3 (40 Ft Lot) representing the lowest value for residential lots are set forth in Table E-C.4. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This was accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (60 Ft Lots) to 1.0.

Table E-B.1 shows the Equivalent Unit Factors within the PID.

Table E-B.1
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value[1]	Equivalent Unit Factor
Lot Type 1 (60' Lot)	$378,000	1.00 per dwelling unit
Lot Type 2 (50' Lot)	$315,000	0.83 per dwelling unit
Lot Type 3 (40' Lot)	$252,000	0.67 per dwelling unit

1 – Updated estimated average unit values provided by the developer May 17, 2023. The updated estimated values are a proportional increase and do not impact Equivalent Units.

The total projected Equivalent Units for Improvement Area #1 are shown in Table E-B.2 as calculated based on the Equivalent Unit factors shown in Table E-B.1, estimated Lot Types and number of units estimated to be built within Improvement Area #1.

Table E-B.2
Projected Equivalent Units - Improvement Area #1

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60' Lot)	65	1.00	65.00
Lot Type 2 (50' Lot)	588	0.83	490.00
Lot Type 3 (40' Lot)	404	0.67	269.33
Total Equivalent Units	**1,057**		**824.33**

The total projected Equivalent Units for the Major Improvement Area are shown in Table E-B.3 as calculated based on the Equivalent Unit factors shown in Table E-B.1, estimated Lot Types and number of units estimated to be built within the Major Improvement Area.

Table E-B.3
Projected Equivalent Units - Major Improvement Area

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60' Lot)	238	1.00	238.00
Lot Type 2 (50' Lot)	389	0.83	324.17
Lot Type 3 (40' Lot)	472	0.67	314.67
Total Equivalent Units	**1,099**		**876.83**

C) Allocation of Assessments to Lots within Improvement Area #1

Initial Improvement Area #1 Projects

As shown in Appendix H-1 of this Service and Assessment Plan, the share of Series 2021 PID Bonds allocable to the Improvement Area #1 Assessed Property, which represents the total Assessment allocated on all Parcels within Improvement Area #1 for the Initial Improvement Area #1 Projects, is $32,920,000. As shown in Table E-B.2, there are a total of 824.33 estimated Equivalent Units in Improvement Area #1, resulting in an Assessment per Equivalent Unit of $39,935.30 for the Initial Improvement Area #1 Projects.

The Assessment per dwelling unit in Improvement Area #1 ("Assessment Per Unit") for the Initial Improvement Area #1 Projects is calculated as the product of (i) $39,935.30 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $39,935.30 (i.e. $39,935.30 × 1.00). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is $33,279.42 (i.e. $39,935.30 × 0.83). The Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is $26,623.53 (i.e. $39,935.30 × 0.67). Table E-C.1 sets forth the Assessment Per Unit for each Lot Type in Improvement Area #1 for the Initial Improvement Area #1 Projects.

Table E-C.1
Assessment Per Unit – Initial Improvement Area #1 Projects

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment Per Unit		Total Assessments
Lot Type 1 (60' Lot)	65	$39,935.30	1.00	$39,935.30	per dwelling unit	$2,595,795
Lot Type 2 (50' Lot)	588	$39,935.30	0.83	$33,279.42	per dwelling unit	$19,568,298
Lot Type 3 (40' Lot)	404	$39,935.30	0.67	$26,623.53	per dwelling unit	$10,755,908
Total	**1,057**					**$32,920,000**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table E-C.2.

Table E-C.2
Projected Leverage – Initial Improvement Area #1 Projects

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit	Assessment Per Unit[2]	Leverage (Lot Value)	Leverage (Home Value)
60 Ft Lots	65	$84,000	$472,500	$39,935.30	2.10	11.83
50 Ft Lots	588	$70,629	$393,750	$33,279.42	2.12	11.83
40 Ft Lots	404	$44,901	$315,000	$26,623.53	1.69	11.83

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer.

2 – Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table E-C.3.

Table E-C.3
Projected Tax Rate Equivalent per unit – Initial Improvement Area #1 Projects

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
60 Ft Lots	65	$84,000	$472,500	$3,000.09	$3.57	$0.63
50 Ft Lots	588	$70,629	$393,750	$2,500.08	$3.54	$0.63
40 Ft Lots	404	$44,901	$315,000	$2,000.06	$4.45	$0.63

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer.

The Assessment and Annual Installments for each Parcel or Lot located within Improvement Area #1 for the Initial Improvement Area #1 Projects is shown on the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects, attached as Appendix H-1, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

Additional Improvement Area #1 Projects

As shown in Appendix H-2 of this Service and Assessment Plan, the Additional Improvement Area #1 Projects Reimbursement Agreement secured by Assessments levied against the Improvement Area #1 Assessed Property, which represents the total Assessment to be allocated on all Parcels within Improvement Area #1 for the Additional Improvement Area #1 Projects, is $8,977,633. As shown in Table E-B.1, there are a total of 824.33 estimated Equivalent Units in Improvement Area #1, resulting in an Assessment per Equivalent Unit of $10,890.78 for the Additional Improvement Area #1 Projects.

The Assessment Per Unit in Improvement Area #1 for the Additional Improvement Area #1 Projects is calculated as the product of (i) $9,395.47 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $9,395.47 (i.e. $9,395.47 × 1.00). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is $7,829.56 (i.e. $9,395.47 × 0.83). The Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is $6,263.65 (i.e. $9,395.47 × 0.67). Table E-C.4 sets forth the Assessment Per Unit for each Lot Type in Improvement Area #1 for the Additional Improvement Area #1 Projects.

Table E-C.4
Assessment Per Unit – Additional Improvement Area #1 Projects

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment Per Unit		Total Assessments
Lot Type 1 (60' Lot)	65	$9,395.47	1.00	$9,395.47	per dwelling unit	$610,706
Lot Type 2 (50' Lot)	588	$9,395.47	0.83	$7,829.56	per dwelling unit	$4,603,781
Lot Type 3 (40' Lot)	404	$9,395.47	0.67	$6,263.65	per dwelling unit	$2,530,514
Total	**1,057**					**$7,745,000**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table E-C.5.

Table E-C.5
Projected Leverage – Additional Improvement Area #1 Projects

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit	Assessment Per Unit[2]	Leverage (Lot Value)	Leverage (Home Value)
60 Ft Lots	65	$84,000	$472,500	$9,395.47	8.94	50.29
50 Ft Lots	588	$70,629	$393,750	$7,829.56	9.02	50.29
40 Ft Lots	404	$44,901	$315,000	$6,263.65	7.17	50.29

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer.

2 – Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table E-C.6.

Table E-C.6
Projected Tax Rate Equivalent per unit – Additional Improvement Area #1 Projects

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
60 Ft Lots	65	$84,000	$472,500	$742.29	$0.88	$0.16
50 Ft Lots	588	$70,629	$393,750	$618.58	$0.88	$0.16
40 Ft Lots	404	$44,901	$315,000	$494.86	$1.10	$0.16

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer.

The Assessment and Annual Installments for each Parcel or Lot located within Improvement Area #1 for the Additional Improvement Area #1 Projects is shown on the Improvement Area #1

Assessment Roll – Additional Improvement Area #1 Projects, attached as Appendix H-2, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

Improvement Area #1 (Combined Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects)

The combined Assessment Per Unit in Improvement Area #1 is calculated as the sum of the Assessment Per Unit for the Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $49,330.77 (i.e. $39,935.30 + $9,395.47). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is $41,108.98 (i.e. $33,279.42 + $7,829.56). The Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is $32,887.18 (i.e. $26,623.53 + $6,263.65). Table E-C.7 sets forth the combined Assessment Per Unit for each Lot Type in Improvement Area #1.

Table E-C.7
Combined Assessment Per Unit – Improvement Area #1

Type	Planned No. of Units	Assessment Per Unit (Initial IA #1 Projects)	Assessment Per Unit (Additional IA #1 Improvements)	Combined Assessment Per Unit	Total Assessments
Lot Type 1 (60' Lot)	65	$39,935.30	$9,395.47	$49,330.77	$3,206,500
Lot Type 2 (50' Lot)	588	$33,279.42	$7,829.56	$41,108.98	$24,172,078
Lot Type 3 (40' Lot)	404	$26,623.53	$6,263.65	$32,887.18	$13,286,421
Total	**1,057**				**$40,665,000**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table E-C.8.

Table E-C.8
Combined Projected Leverage – Improvement Area #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit	Combined Assessment Per Unit[2]	Leverage (Lot Value)	Leverage (Home Value)
60 Ft Lots	65	$84,000	$472,500	$49,330.77	1.70	9.58
50 Ft Lots	588	$70,629	$393,750	$41,108.98	1.72	9.58
40 Ft Lots	404	$44,901	$315,000	$32,887.18	1.37	9.58

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer.

2 – Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table E-C.9.

Table E-C.9
Combined Projected Tax Rate Equivalent per unit – Improvement Area #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
60 Ft Lots	65	$84,000	$472,500	$3,742.39	$4.46	$0.79
50 Ft Lots	588	$70,629	$393,750	$3,118.66	$4.42	$0.79
40 Ft Lots	404	$44,901	$315,000	$2,494.92	$5.56	$0.79

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer.

The projected Annual Installments for each Parcel or Lot located within Improvement Area #1 for the Initial Improvement Area #1 Projects and the Additional Improvement Area #1 Projects is shown on the combined Improvement Area #1 projected annual installment schedule, attached as Appendix H-3.

D) Allocation of Major Improvement Area Assessments to Lot Types in the Major Improvement Area

As shown in Appendix G of this Service and Assessment Plan, the share of Series 2021 PID Bonds allocable to the Major Improvement Area Assessed Property, which represents the total Assessment allocated on all Parcels within the Major Improvement Area for the Initial Major Improvements, is $10,280,000. As shown in Table E-B.3, there are a total of 876.83 estimated Equivalent Units in the Major Improvement Area, resulting in an Assessment per Equivalent Unit of $11,724.01.

The Assessment Per Unit is calculated as the product of (i) $11,724.01 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $11,724.01 (i.e. $11,724.01 × 1.00). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is $9,770.01 (i.e. $11,724.01 × 0.83). The Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is $7,816.00 (i.e. $11,724.01 × 0.67). Table E-D.1 sets forth the Assessment Per Unit for each Lot Type in the Major Improvement Area for the Initial Major Improvements.

Table E-D.1
Assessment Per Unit – Major Improvement Area

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment Per Unit		Total Assessments
Lot Type 1 (60' Lot)	238	$11,724.01	1.00	$11,724.01	per dwelling unit	$2,790,314
Lot Type 2 (50' Lot)	389	$11,724.01	0.83	$9,770.01	per dwelling unit	$3,800,532
Lot Type 3 (40' Lot)	472	$11,724.01	0.67	$7,816.00	per dwelling unit	$3,689,154
Total	**1,099**					**$10,280,000**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit within the Major Improvement Area for the Initial Major Improvements is shown in Table E-D.2.

Table E-D.2
Projected Leverage – Major Improvement Area

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit	Assessment Per Unit[2]	Leverage (Lot Value)	Leverage (Home Value)
60 Ft Lots	238	$96,731	$472,500	$11,724.01	8.25	40.30
50 Ft Lots	389	$79,826	$393,750	$9,770.01	8.17	40.30
40 Ft Lots	472	$66,233	$315,000	$7,816.00	8.47	40.30

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer.

2 – Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit within the Major Improvement Area for the Initial Major Improvements is shown in Table E-D.3.

Table E-D.3
Projected Tax Rate Equivalent per unit – Major Improvement Area

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
60 Ft Lots	238	$96,731	$472,500	$898.92	$0.93	$0.19
50 Ft Lots	389	$79,826	$393,750	$749.10	$0.94	$0.19
40 Ft Lots	472	$66,233	$315,000	$599.28	$0.90	$0.19

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer.

The Assessment and Annual Installments for each Parcel or Lot located within the Major Improvement Area for the Initial Major Improvements is shown on the Major Improvement Area Assessment Roll – Initial Major Improvements, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

APPENDIX F
SERIES 2021 PID BONDS PROJECTED ANNUAL INSTALLMENT SCHEDULE

Appendix F

Series 2021 PID Bonds Projected Annual Installment Schedule

Year [1]	Principal	Interest	Administrative Expenses[2]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[3]
9/30/21	$0	$599,850	$0	$0	$0	($599,850)	$0
9/30/22	$0	$2,322,000	$110,000	$216,000	$0	($2,322,000)	$326,000
9/30/23	$650,000	$2,322,000	$112,200	$216,000	$0	($1,335,150)	$1,965,050
9/30/24	$685,000	$2,287,063	$114,444	$212,750	$0	$0	$3,299,257
9/30/25	$725,000	$2,250,244	$116,733	$209,325	$0	$0	$3,301,302
9/30/26	$765,000	$2,211,275	$119,068	$205,700	$0	$0	$3,301,043
9/30/27	$805,000	$2,170,156	$121,449	$201,875	$0	$0	$3,298,480
9/30/28	$845,000	$2,126,888	$123,878	$197,850	$0	$0	$3,293,615
9/30/29	$895,000	$2,081,469	$126,355	$193,625	$0	$0	$3,296,449
9/30/30	$940,000	$2,033,363	$128,883	$189,150	$0	$0	$3,291,395
9/30/31	$990,000	$1,982,838	$131,460	$184,450	$0	$0	$3,288,748
9/30/32	$1,045,000	$1,929,625	$134,089	$179,500	$0	$0	$3,288,214
9/30/33	$1,100,000	$1,873,456	$136,771	$174,275	$0	$0	$3,284,502
9/30/34	$1,160,000	$1,814,331	$139,507	$168,775	$0	$0	$3,282,613
9/30/35	$1,220,000	$1,751,981	$142,297	$162,975	$0	$0	$3,277,253
9/30/36	$1,290,000	$1,686,406	$145,143	$156,875	$0	$0	$3,278,424
9/30/37	$1,355,000	$1,617,069	$148,046	$150,425	$0	$0	$3,270,539
9/30/38	$1,430,000	$1,544,238	$151,006	$143,650	$0	$0	$3,268,894
9/30/39	$1,505,000	$1,467,375	$154,027	$136,500	$0	$0	$3,262,902
9/30/40	$1,585,000	$1,386,481	$157,107	$128,975	$0	$0	$3,257,563
9/30/41	$1,670,000	$1,301,288	$160,249	$121,050	$0	$0	$3,252,587
9/30/42	$1,760,000	$1,211,525	$163,454	$112,700	$0	$0	$3,247,679
9/30/43	$1,855,000	$1,116,925	$166,723	$103,900	$0	$0	$3,242,548
9/30/44	$1,955,000	$1,017,219	$170,058	$94,625	$0	$0	$3,236,902
9/30/45	$2,060,000	$912,138	$173,459	$84,850	$0	$0	$3,230,446
9/30/46	$2,170,000	$801,413	$176,928	$74,550	$0	$0	$3,222,891
9/30/47	$2,290,000	$684,775	$180,467	$63,700	$0	$0	$3,218,942
9/30/48	$2,410,000	$561,688	$184,076	$52,250	$0	$0	$3,208,013
9/30/49	$2,540,000	$432,150	$187,758	$40,200	$0	$0	$3,200,108
9/30/50	$2,680,000	$295,625	$191,513	$27,500	$0	$0	$3,194,638
9/30/51	$2,820,000	$151,575	$195,343	$14,100	($2,976,469)	$0	$204,549
Total	**$43,200,000**	**$45,944,425**	**$4,462,489**	**$4,218,100**	**($2,976,469)**	**($4,257,000)**	**$90,591,545**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

3- Annual Installments are calculated using a 5.375% interest rate on the Series 2021 PID Bonds plus the Additional Interest and Administrative Expenses.

APPENDIX G
MAJOR IMPROVEMENT AREA ASSESSMENT ROLL - INITIAL MAJOR IMPROVEMENTS

Appendix G

Major Improvement Area Assessment Roll – Initial Major Improvements

Parcel	**All Parcels**
Equivalent Units	**876.83**
Assessment	**$10,280,000**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[4]
9/30/21	$0	$142,742	$0	$0	$0	($142,742)	$0
9/30/22	$0	$552,550	$35,000	$51,400	$0	($552,550)	$86,400
9/30/23	$155,000	$552,550	$35,700	$51,400	$0	($317,716)	$476,934
9/30/24	$165,000	$544,219	$36,414	$50,625	$0	$0	$796,258
9/30/25	$175,000	$535,350	$37,142	$49,800	$0	$0	$797,292
9/30/26	$180,000	$525,944	$37,885	$48,925	$0	$0	$792,754
9/30/27	$190,000	$516,269	$38,643	$48,025	$0	$0	$792,937
9/30/28	$200,000	$506,056	$39,416	$47,075	$0	$0	$792,547
9/30/29	$215,000	$495,306	$40,204	$46,075	$0	$0	$796,585
9/30/30	$225,000	$483,750	$41,008	$45,000	$0	$0	$794,758
9/30/31	$235,000	$471,656	$41,828	$43,875	$0	$0	$792,359
9/30/32	$250,000	$459,025	$42,665	$42,700	$0	$0	$794,390
9/30/33	$260,000	$445,588	$43,518	$41,450	$0	$0	$790,556
9/30/34	$275,000	$431,613	$44,388	$40,150	$0	$0	$791,151
9/30/35	$290,000	$416,831	$45,276	$38,775	$0	$0	$790,882
9/30/36	$305,000	$401,244	$46,182	$37,325	$0	$0	$789,751
9/30/37	$320,000	$384,850	$47,105	$35,800	$0	$0	$787,755
9/30/38	$340,000	$367,650	$48,047	$34,200	$0	$0	$789,897
9/30/39	$360,000	$349,375	$49,008	$32,500	$0	$0	$790,883
9/30/40	$375,000	$330,025	$49,989	$30,700	$0	$0	$785,714
9/30/41	$395,000	$309,869	$50,988	$28,825	$0	$0	$784,682
9/30/42	$420,000	$288,638	$52,008	$26,850	$0	$0	$787,496
9/30/43	$440,000	$266,063	$53,048	$24,750	$0	$0	$783,861
9/30/44	$465,000	$242,413	$54,109	$22,550	$0	$0	$784,072
9/30/45	$490,000	$217,419	$55,191	$20,225	$0	$0	$782,835
9/30/46	$515,000	$191,081	$56,295	$17,775	$0	$0	$780,152
9/30/47	$545,000	$163,400	$57,421	$15,200	$0	$0	$781,021
9/30/48	$575,000	$134,106	$58,570	$12,475	$0	$0	$780,151
9/30/49	$605,000	$103,200	$59,741	$9,600	$0	$0	$777,541
9/30/50	$640,000	$70,681	$60,936	$6,575	$0	$0	$778,192
9/30/51	$675,000	$36,281	$62,155	$3,375	($708,289)	$0	$68,521
Total	**$10,280,000**	**$10,935,742**	**$1,419,883**	**$1,004,000**	**($708,289)**	**($1,013,008)**	**$21,918,327**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

2- Principal and interest amounts shown are pro rata estimates based the estimated bond debt service schedule shown in Appendix F for the Series 2021 PID Bonds.

3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year

4- Annual Installments are calculated using a 5.375% interest rate on the Series 2021 PID Bonds plus the Additional Interest and Administrative Expenses.

Appendix G
Assessment Roll by Lot Type

Lot Type	Lot Type 1 (60 Ft)
Assessment	**$11,724**
Equivalent Unit	**1.00**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[4]
9/30/21	$0	$163	$0	$0	$0	($163)	$0
9/30/22	$0	$630	$40	$59	$0	($630)	$99
9/30/23	$177	$630	$41	$59	$0	($362)	$544
9/30/24	$188	$621	$42	$58	$0	$0	$908
9/30/25	$200	$611	$42	$57	$0	$0	$909
9/30/26	$205	$600	$43	$56	$0	$0	$904
9/30/27	$217	$589	$44	$55	$0	$0	$904
9/30/28	$228	$577	$45	$54	$0	$0	$904
9/30/29	$245	$565	$46	$53	$0	$0	$908
9/30/30	$257	$552	$47	$51	$0	$0	$906
9/30/31	$268	$538	$48	$50	$0	$0	$904
9/30/32	$285	$524	$49	$49	$0	$0	$906
9/30/33	$297	$508	$50	$47	$0	$0	$902
9/30/34	$314	$492	$51	$46	$0	$0	$902
9/30/35	$331	$475	$52	$44	$0	$0	$902
9/30/36	$348	$458	$53	$43	$0	$0	$901
9/30/37	$365	$439	$54	$41	$0	$0	$898
9/30/38	$388	$419	$55	$39	$0	$0	$901
9/30/39	$411	$398	$56	$37	$0	$0	$902
9/30/40	$428	$376	$57	$35	$0	$0	$896
9/30/41	$450	$353	$58	$33	$0	$0	$895
9/30/42	$479	$329	$59	$31	$0	$0	$898
9/30/43	$502	$303	$60	$28	$0	$0	$894
9/30/44	$530	$276	$62	$26	$0	$0	$894
9/30/45	$559	$248	$63	$23	$0	$0	$893
9/30/46	$587	$218	$64	$20	$0	$0	$890
9/30/47	$622	$186	$65	$17	$0	$0	$891
9/30/48	$656	$153	$67	$14	$0	$0	$890
9/30/49	$690	$118	$68	$11	$0	$0	$887
9/30/50	$730	$81	$69	$7	$0	$0	$888
9/30/51	$770	$41	$71	$4	($808)	$0	$78
Total	**$11,724**	**$12,472**	**$1,619**	**$1,145**	**($808)**	**($1,155)**	**$24,997**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

2- Principal and interest amounts shown are pro rata estimates based the estimated bond debt service schedule shown in Appendix F for the Series 2021 PID Bonds.

3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year

4- Annual Installments are calculated using a 5.375% interest rate on the Series 2021 PID Bonds plus the Additional Interest and Administrative Expenses.

Appendix G
Assessment Roll by Lot Type

Lot Type	Lot Type 2 (50 Ft)
Assessment	**$9,770**
Equivalent Unit	**0.83**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[4]
9/30/21	$0	$136	$0	$0	$0	($136)	$0
9/30/22	$0	$525	$33	$49	$0	($525)	$82
9/30/23	$147	$525	$34	$49	$0	($302)	$453
9/30/24	$157	$517	$35	$48	$0	$0	$757
9/30/25	$166	$509	$35	$47	$0	$0	$758
9/30/26	$171	$500	$36	$46	$0	$0	$753
9/30/27	$181	$491	$37	$46	$0	$0	$754
9/30/28	$190	$481	$37	$45	$0	$0	$753
9/30/29	$204	$471	$38	$44	$0	$0	$757
9/30/30	$214	$460	$39	$43	$0	$0	$755
9/30/31	$223	$448	$40	$42	$0	$0	$753
9/30/32	$238	$436	$41	$41	$0	$0	$755
9/30/33	$247	$423	$41	$39	$0	$0	$751
9/30/34	$261	$410	$42	$38	$0	$0	$752
9/30/35	$276	$396	$43	$37	$0	$0	$752
9/30/36	$290	$381	$44	$35	$0	$0	$751
9/30/37	$304	$366	$45	$34	$0	$0	$749
9/30/38	$323	$349	$46	$33	$0	$0	$751
9/30/39	$342	$332	$47	$31	$0	$0	$752
9/30/40	$356	$314	$48	$29	$0	$0	$747
9/30/41	$375	$294	$48	$27	$0	$0	$746
9/30/42	$399	$274	$49	$26	$0	$0	$748
9/30/43	$418	$253	$50	$24	$0	$0	$745
9/30/44	$442	$230	$51	$21	$0	$0	$745
9/30/45	$466	$207	$52	$19	$0	$0	$744
9/30/46	$489	$182	$54	$17	$0	$0	$741
9/30/47	$518	$155	$55	$14	$0	$0	$742
9/30/48	$546	$127	$56	$12	$0	$0	$741
9/30/49	$575	$98	$57	$9	$0	$0	$739
9/30/50	$608	$67	$58	$6	$0	$0	$740
9/30/51	$642	$34	$59	$3	($673)	$0	$65
Total	**$9,770**	**$10,393**	**$1,349**	**$954**	**($673)**	**($963)**	**$20,831**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

2- Principal and interest amounts shown are pro rata estimates based the estimated bond debt service schedule shown in Appendix F for the Series 2021 PID Bonds.

3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year

4- Annual Installments are calculated using a 5.375% interest rate on the Series 2021 PID Bonds plus the Additional Interest and Administrative Expenses.

Appendix G
Assessment Roll by Lot Type

Lot Type	Lot Type 3 (40 Ft)
Assessment	**$7,816**
Equivalent Unit	**0.67**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[4]
9/30/21	$0	$109	$0	$0	$0	($109)	$0
9/30/22	$0	$420	$27	$39	$0	($420)	$66
9/30/23	$118	$420	$27	$39	$0	($242)	$363
9/30/24	$125	$414	$28	$38	$0	$0	$605
9/30/25	$133	$407	$28	$38	$0	$0	$606
9/30/26	$137	$400	$29	$37	$0	$0	$603
9/30/27	$144	$393	$29	$37	$0	$0	$603
9/30/28	$152	$385	$30	$36	$0	$0	$603
9/30/29	$163	$377	$31	$35	$0	$0	$606
9/30/30	$171	$368	$31	$34	$0	$0	$604
9/30/31	$179	$359	$32	$33	$0	$0	$602
9/30/32	$190	$349	$32	$32	$0	$0	$604
9/30/33	$198	$339	$33	$32	$0	$0	$601
9/30/34	$209	$328	$34	$31	$0	$0	$602
9/30/35	$220	$317	$34	$29	$0	$0	$601
9/30/36	$232	$305	$35	$28	$0	$0	$600
9/30/37	$243	$293	$36	$27	$0	$0	$599
9/30/38	$259	$280	$37	$26	$0	$0	$601
9/30/39	$274	$266	$37	$25	$0	$0	$601
9/30/40	$285	$251	$38	$23	$0	$0	$597
9/30/41	$300	$236	$39	$22	$0	$0	$597
9/30/42	$319	$219	$40	$20	$0	$0	$599
9/30/43	$335	$202	$40	$19	$0	$0	$596
9/30/44	$354	$184	$41	$17	$0	$0	$596
9/30/45	$373	$165	$42	$15	$0	$0	$595
9/30/46	$392	$145	$43	$14	$0	$0	$593
9/30/47	$414	$124	$44	$12	$0	$0	$594
9/30/48	$437	$102	$45	$9	$0	$0	$593
9/30/49	$460	$78	$45	$7	$0	$0	$591
9/30/50	$487	$54	$46	$5	$0	$0	$592
9/30/51	$513	$28	$47	$3	($539)	$0	$52
Total	**$7,816**	**$8,315**	**$1,080**	**$763**	**($539)**	**($770)**	**$16,665**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

2- Principal and interest amounts shown are pro rata estimates based the estimated bond debt service schedule shown in Appendix F for the Series 2021 PID Bonds.

3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year

4- Annual Installments are calculated using a 5.375% interest rate on the Series 2021 PID Bonds plus the Additional Interest and Administrative Expenses.

APPENDIX H-1
IMPROVEMENT AREA #1 ASSESSMENT ROLL – INITIAL IMPROVEMENT AREA #1 PROJECTS

Appendix H-1
Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects

Parcel	**All Parcels**
Equivalent Units	**824.33**
Assessment	**$32,920,000**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[4]
9/30/21	$0	$457,108	$0	$0	$0	($457,108)	$0
9/30/22	$0	$1,769,450	$75,000	$164,600	$0	($1,769,450)	$239,600
9/30/23	$495,000	$1,769,450	$76,500	$164,600	$0	($1,017,434)	$1,488,116
9/30/24	$520,000	$1,742,844	$78,030	$162,125	$0	$0	$2,502,999
9/30/25	$550,000	$1,714,894	$79,591	$159,525	$0	$0	$2,504,009
9/30/26	$585,000	$1,685,331	$81,182	$156,775	$0	$0	$2,508,289
9/30/27	$615,000	$1,653,888	$82,806	$153,850	$0	$0	$2,505,544
9/30/28	$645,000	$1,620,831	$84,462	$150,775	$0	$0	$2,501,068
9/30/29	$680,000	$1,586,163	$86,151	$147,550	$0	$0	$2,499,864
9/30/30	$715,000	$1,549,613	$87,874	$144,150	$0	$0	$2,496,637
9/30/31	$755,000	$1,511,181	$89,632	$140,575	$0	$0	$2,496,388
9/30/32	$795,000	$1,470,600	$91,425	$136,800	$0	$0	$2,493,825
9/30/33	$840,000	$1,427,869	$93,253	$132,825	$0	$0	$2,493,947
9/30/34	$885,000	$1,382,719	$95,118	$128,625	$0	$0	$2,491,462
9/30/35	$930,000	$1,335,150	$97,020	$124,200	$0	$0	$2,486,370
9/30/36	$985,000	$1,285,163	$98,961	$119,550	$0	$0	$2,488,673
9/30/37	$1,035,000	$1,232,219	$100,940	$114,625	$0	$0	$2,482,784
9/30/38	$1,090,000	$1,176,588	$102,959	$109,450	$0	$0	$2,478,996
9/30/39	$1,145,000	$1,118,000	$105,018	$104,000	$0	$0	$2,472,018
9/30/40	$1,210,000	$1,056,456	$107,118	$98,275	$0	$0	$2,471,850
9/30/41	$1,275,000	$991,419	$109,261	$92,225	$0	$0	$2,467,905
9/30/42	$1,340,000	$922,888	$111,446	$85,850	$0	$0	$2,460,184
9/30/43	$1,415,000	$850,863	$113,675	$79,150	$0	$0	$2,458,687
9/30/44	$1,490,000	$774,806	$115,948	$72,075	$0	$0	$2,452,830
9/30/45	$1,570,000	$694,719	$118,267	$64,625	$0	$0	$2,447,611
9/30/46	$1,655,000	$610,331	$120,633	$56,775	$0	$0	$2,442,739
9/30/47	$1,745,000	$521,375	$123,045	$48,500	$0	$0	$2,437,920
9/30/48	$1,835,000	$427,581	$125,506	$39,775	$0	$0	$2,427,863
9/30/49	$1,935,000	$328,950	$128,016	$30,600	$0	$0	$2,422,566
9/30/50	$2,040,000	$224,944	$130,577	$20,925	$0	$0	$2,416,446
9/30/51	$2,145,000	$115,294	$133,188	$10,725	($2,268,179)	$0	$136,028
Total	**$32,920,000**	**$35,008,683**	**$3,042,606**	**$3,214,100**	**($2,268,179)**	**($3,243,992)**	**$68,673,218**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

2- Principal and interest amounts shown are pro rata estimates based the estimated bond debt service schedule shown in Appendix F for the Series 2021 PID Bonds.

3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year

4- Annual Installments are calculated using a 5.375% interest rate on the Series 2021 PID Bonds plus the Additional Interest and Administrative Expenses.

Appendix H-1

Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects Assessment Roll by Lot Type

Lot Type	Lot Type 1 (60 Ft)
Assessment	**$39,935**
Equivalent Unit	**1.00**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[4]
9/30/21	$0	$555	$0	$0	$0	($555)	$0
9/30/22	$0	$2,147	$91	$200	$0	($2,147)	$291
9/30/23	$600	$2,147	$93	$200	$0	($1,234)	$1,805
9/30/24	$631	$2,114	$95	$197	$0	$0	$3,036
9/30/25	$667	$2,080	$97	$194	$0	$0	$3,038
9/30/26	$710	$2,044	$98	$190	$0	$0	$3,043
9/30/27	$746	$2,006	$100	$187	$0	$0	$3,039
9/30/28	$782	$1,966	$102	$183	$0	$0	$3,034
9/30/29	$825	$1,924	$105	$179	$0	$0	$3,033
9/30/30	$867	$1,880	$107	$175	$0	$0	$3,029
9/30/31	$916	$1,833	$109	$171	$0	$0	$3,028
9/30/32	$964	$1,784	$111	$166	$0	$0	$3,025
9/30/33	$1,019	$1,732	$113	$161	$0	$0	$3,025
9/30/34	$1,074	$1,677	$115	$156	$0	$0	$3,022
9/30/35	$1,128	$1,620	$118	$151	$0	$0	$3,016
9/30/36	$1,195	$1,559	$120	$145	$0	$0	$3,019
9/30/37	$1,256	$1,495	$122	$139	$0	$0	$3,012
9/30/38	$1,322	$1,427	$125	$133	$0	$0	$3,007
9/30/39	$1,389	$1,356	$127	$126	$0	$0	$2,999
9/30/40	$1,468	$1,282	$130	$119	$0	$0	$2,999
9/30/41	$1,547	$1,203	$133	$112	$0	$0	$2,994
9/30/42	$1,626	$1,120	$135	$104	$0	$0	$2,984
9/30/43	$1,717	$1,032	$138	$96	$0	$0	$2,983
9/30/44	$1,808	$940	$141	$87	$0	$0	$2,976
9/30/45	$1,905	$843	$143	$78	$0	$0	$2,969
9/30/46	$2,008	$740	$146	$69	$0	$0	$2,963
9/30/47	$2,117	$632	$149	$59	$0	$0	$2,957
9/30/48	$2,226	$519	$152	$48	$0	$0	$2,945
9/30/49	$2,347	$399	$155	$37	$0	$0	$2,939
9/30/50	$2,475	$273	$158	$25	$0	$0	$2,931
9/30/51	$2,602	$140	$162	$13	($2,752)	$0	$165
Total	**$39,935**	**$42,469**	**$3,691**	**$3,899**	**($2,752)**	**($3,935)**	**$83,308**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

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3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year

4- Annual Installments are calculated using a 5.375% interest rate on the Series 2021 PID Bonds plus the Additional Interest and Administrative Expenses.

Appendix H-1

Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects Assessment Roll by Lot Type

Lot Type	Lot Type 2 (50 Ft)
Assessment	**$33,279**
Equivalent Unit	**0.83**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[4]
9/30/21	$0	$462	$0	$0	$0	($462)	$0
9/30/22	$0	$1,789	$76	$166	$0	($1,789)	$242
9/30/23	$500	$1,789	$77	$166	$0	($1,029)	$1,504
9/30/24	$526	$1,762	$79	$164	$0	$0	$2,530
9/30/25	$556	$1,734	$80	$161	$0	$0	$2,531
9/30/26	$591	$1,704	$82	$158	$0	$0	$2,536
9/30/27	$622	$1,672	$84	$156	$0	$0	$2,533
9/30/28	$652	$1,639	$85	$152	$0	$0	$2,528
9/30/29	$687	$1,603	$87	$149	$0	$0	$2,527
9/30/30	$723	$1,567	$89	$146	$0	$0	$2,524
9/30/31	$763	$1,528	$91	$142	$0	$0	$2,524
9/30/32	$804	$1,487	$92	$138	$0	$0	$2,521
9/30/33	$849	$1,443	$94	$134	$0	$0	$2,521
9/30/34	$895	$1,398	$96	$130	$0	$0	$2,519
9/30/35	$940	$1,350	$98	$126	$0	$0	$2,514
9/30/36	$996	$1,299	$100	$121	$0	$0	$2,516
9/30/37	$1,046	$1,246	$102	$116	$0	$0	$2,510
9/30/38	$1,102	$1,189	$104	$111	$0	$0	$2,506
9/30/39	$1,158	$1,130	$106	$105	$0	$0	$2,499
9/30/40	$1,223	$1,068	$108	$99	$0	$0	$2,499
9/30/41	$1,289	$1,002	$110	$93	$0	$0	$2,495
9/30/42	$1,355	$933	$113	$87	$0	$0	$2,487
9/30/43	$1,430	$860	$115	$80	$0	$0	$2,486
9/30/44	$1,506	$783	$117	$73	$0	$0	$2,480
9/30/45	$1,587	$702	$120	$65	$0	$0	$2,474
9/30/46	$1,673	$617	$122	$57	$0	$0	$2,469
9/30/47	$1,764	$527	$124	$49	$0	$0	$2,465
9/30/48	$1,855	$432	$127	$40	$0	$0	$2,454
9/30/49	$1,956	$333	$129	$31	$0	$0	$2,449
9/30/50	$2,062	$227	$132	$21	$0	$0	$2,443
9/30/51	$2,168	$117	$135	$11	($2,293)	$0	$138
Total	**$33,279**	**$35,391**	**$3,076**	**$3,249**	**($2,293)**	**($3,279)**	**$69,423**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

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3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year

4- Annual Installments are calculated using a 5.375% interest rate on the Series 2021 PID Bonds plus the Additional Interest and Administrative Expenses.

Appendix H-1

Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects Assessment Roll by Lot Type

Lot Type	Lot Type 3 (40 Ft)
Assessment	**$26,624**
Equivalent Unit	**0.67**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[4]
9/30/21	$0	$370	$0	$0	$0	($370)	$0
9/30/22	$0	$1,431	$61	$133	$0	($1,431)	$194
9/30/23	$400	$1,431	$62	$133	$0	($823)	$1,203
9/30/24	$421	$1,409	$63	$131	$0	$0	$2,024
9/30/25	$445	$1,387	$64	$129	$0	$0	$2,025
9/30/26	$473	$1,363	$66	$127	$0	$0	$2,029
9/30/27	$497	$1,338	$67	$124	$0	$0	$2,026
9/30/28	$522	$1,311	$68	$122	$0	$0	$2,023
9/30/29	$550	$1,283	$70	$119	$0	$0	$2,022
9/30/30	$578	$1,253	$71	$117	$0	$0	$2,019
9/30/31	$611	$1,222	$72	$114	$0	$0	$2,019
9/30/32	$643	$1,189	$74	$111	$0	$0	$2,017
9/30/33	$679	$1,155	$75	$107	$0	$0	$2,017
9/30/34	$716	$1,118	$77	$104	$0	$0	$2,015
9/30/35	$752	$1,080	$78	$100	$0	$0	$2,011
9/30/36	$797	$1,039	$80	$97	$0	$0	$2,013
9/30/37	$837	$997	$82	$93	$0	$0	$2,008
9/30/38	$882	$952	$83	$89	$0	$0	$2,005
9/30/39	$926	$904	$85	$84	$0	$0	$1,999
9/30/40	$979	$854	$87	$79	$0	$0	$1,999
9/30/41	$1,031	$802	$88	$75	$0	$0	$1,996
9/30/42	$1,084	$746	$90	$69	$0	$0	$1,990
9/30/43	$1,144	$688	$92	$64	$0	$0	$1,988
9/30/44	$1,205	$627	$94	$58	$0	$0	$1,984
9/30/45	$1,270	$562	$96	$52	$0	$0	$1,979
9/30/46	$1,338	$494	$98	$46	$0	$0	$1,976
9/30/47	$1,411	$422	$100	$39	$0	$0	$1,972
9/30/48	$1,484	$346	$102	$32	$0	$0	$1,963
9/30/49	$1,565	$266	$104	$25	$0	$0	$1,959
9/30/50	$1,650	$182	$106	$17	$0	$0	$1,954
9/30/51	$1,735	$93	$108	$9	($1,834)	$0	$110
Total	**$26,624**	**$28,313**	**$2,461**	**$2,599**	**($1,834)**	**($2,624)**	**$55,538**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

2- Principal and interest amounts shown are pro rata estimates based the estimated bond debt service schedule shown in Appendix F for the Series 2021 PID Bonds.

3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year

4- Annual Installments are calculated using a 5.375% interest rate on the Series 2021 PID Bonds plus the Additional Interest and Administrative Expenses.

APPENDIX H-2
IMPROVEMENT AREA #1 ASSESSMENT ROLL – ADDITIONAL IMPROVEMENT AREA #1 PROJECTS

Appendix H-2
Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects

Parcel	**All Parcels**
Equivalent Units	**824.33**
Assessment	**$7,745,000**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Total Annual Installment[4]
9/30/24	$77,000	$455,019	$35,000	$567,019
9/30/25	$83,000	$450,495	$35,700	$569,195
9/30/26	$90,000	$445,619	$36,414	$572,033
9/30/27	$98,000	$440,331	$37,142	$575,474
9/30/28	$106,000	$434,574	$37,885	$578,459
9/30/29	$114,000	$428,346	$38,643	$580,989
9/30/30	$123,000	$421,649	$39,416	$584,064
9/30/31	$133,000	$414,423	$40,204	$587,626
9/30/32	$143,000	$406,609	$41,008	$590,617
9/30/33	$153,000	$398,208	$41,828	$593,036
9/30/34	$165,000	$389,219	$42,665	$596,884
9/30/35	$177,000	$379,525	$43,518	$600,043
9/30/36	$189,000	$369,126	$44,388	$602,515
9/30/37	$203,000	$358,023	$45,276	$606,299
9/30/38	$217,000	$346,096	$46,182	$609,278
9/30/39	$232,000	$333,348	$47,105	$612,453
9/30/40	$248,000	$319,718	$48,047	$615,765
9/30/41	$265,000	$305,148	$49,008	$619,156
9/30/42	$283,000	$289,579	$49,989	$622,567
9/30/43	$302,000	$272,953	$50,988	$625,941
9/30/44	$322,000	$255,210	$52,008	$629,218
9/30/45	$343,000	$236,293	$53,048	$632,341
9/30/46	$366,000	$216,141	$54,109	$636,251
9/30/47	$390,000	$194,639	$55,191	$639,830
9/30/48	$415,000	$171,726	$56,295	$643,022
9/30/49	$442,000	$147,345	$57,421	$646,766
9/30/50	$470,000	$121,378	$58,570	$649,947
9/30/51	$500,000	$93,765	$59,741	$653,506
9/30/52	$532,000	$64,390	$60,936	$657,326
9/30/53	$564,000	$33,135	$62,155	$659,290
Total	**$7,745,000**	**$9,192,025**	**$1,419,883**	**$18,356,908**

1 – The 9/30/XX dates represent the assessment year end for the Additional Improvement Area #1 Projects Reimbursement Agreement.

2- Represents the principal and interest due under the Additional Improvement Area #1 Projects Reimbursement Agreement. Interest is calculated using an estimated interest rate of 5.875% per annum for years 1 to 5 and 5.875% per annum thereafter.

3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year

Appendix H-2
Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects Assessment Roll by Lot Type

Lot Type	Lot Type 1 (60 Ft)
Assessment	**$9,395**
Equivalent Unit	**1.00**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Total Annual Installment[4]
9/30/24	$93	$552	$42	$688
9/30/25	$101	$546	$43	$690
9/30/26	$109	$541	$44	$694
9/30/27	$119	$534	$45	$698
9/30/28	$129	$527	$46	$702
9/30/29	$138	$520	$47	$705
9/30/30	$149	$512	$48	$709
9/30/31	$161	$503	$49	$713
9/30/32	$173	$493	$50	$716
9/30/33	$186	$483	$51	$719
9/30/34	$200	$472	$52	$724
9/30/35	$215	$460	$53	$728
9/30/36	$229	$448	$54	$731
9/30/37	$246	$434	$55	$736
9/30/38	$263	$420	$56	$739
9/30/39	$281	$404	$57	$743
9/30/40	$301	$388	$58	$747
9/30/41	$321	$370	$59	$751
9/30/42	$343	$351	$61	$755
9/30/43	$366	$331	$62	$759
9/30/44	$391	$310	$63	$763
9/30/45	$416	$287	$64	$767
9/30/46	$444	$262	$66	$772
9/30/47	$473	$236	$67	$776
9/30/48	$503	$208	$68	$780
9/30/49	$536	$179	$70	$785
9/30/50	$570	$147	$71	$788
9/30/51	$607	$114	$72	$793
9/30/52	$645	$78	$74	$797
9/30/53	$684	$40	$75	$800
Total	**$9,395**	**$11,151**	**$1,722**	**$22,269**

1 – The 9/30/XX dates represent the assessment year end for the Additional Improvement Area #1 Projects Reimbursement Agreement.
2- Represents the principal and interest due under the Additional Improvement Area #1 Projects Reimbursement Agreement. Interest is calculated using an estimated interest rate of 5.875% per annum for years 1 to 5 and 5.875% per annum thereafter.
3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year

Appendix H-2

Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects Assessment Roll by Lot Type

Lot Type	Lot Type 2 (50 Ft)
Assessment	**$7,830**
Equivalent Unit	**0.83**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Total Annual Installment[4]
9/30/24	$78	$460	$35	$573
9/30/25	$84	$455	$36	$575
9/30/26	$91	$450	$37	$578
9/30/27	$99	$445	$38	$582
9/30/28	$107	$439	$38	$585
9/30/29	$115	$433	$39	$587
9/30/30	$124	$426	$40	$590
9/30/31	$134	$419	$41	$594
9/30/32	$145	$411	$41	$597
9/30/33	$155	$403	$42	$600
9/30/34	$167	$393	$43	$603
9/30/35	$179	$384	$44	$607
9/30/36	$191	$373	$45	$609
9/30/37	$205	$362	$46	$613
9/30/38	$219	$350	$47	$616
9/30/39	$235	$337	$48	$619
9/30/40	$251	$323	$49	$622
9/30/41	$268	$308	$50	$626
9/30/42	$286	$293	$51	$629
9/30/43	$305	$276	$52	$633
9/30/44	$326	$258	$53	$636
9/30/45	$347	$239	$54	$639
9/30/46	$370	$219	$55	$643
9/30/47	$394	$197	$56	$647
9/30/48	$420	$174	$57	$650
9/30/49	$447	$149	$58	$654
9/30/50	$475	$123	$59	$657
9/30/51	$505	$95	$60	$661
9/30/52	$538	$65	$62	$665
9/30/53	$570	$33	$63	$666
Total	**$7,830**	**$9,292**	**$1,435**	**$18,557**

1 – The 9/30/XX dates represent the assessment year end for the Additional Improvement Area #1 Projects Reimbursement Agreement.

2- Represents the principal and interest due under the Additional Improvement Area #1 Projects Reimbursement Agreement. Interest is calculated using an estimated interest rate of 5.875% per annum for years 1 to 5 and 5.875% per annum thereafter.

3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year

Appendix H-2
Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects Assessment Roll by Lot Type

Lot Type	Lot Type 3 (40 Ft)
Assessment	**$6,264**
Equivalent Unit	**0.67**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Total Annual Installment[4]
9/30/24	$62	$368	$28	$459
9/30/25	$67	$364	$29	$460
9/30/26	$73	$360	$29	$463
9/30/27	$79	$356	$30	$465
9/30/28	$86	$351	$31	$468
9/30/29	$92	$346	$31	$470
9/30/30	$99	$341	$32	$472
9/30/31	$108	$335	$33	$475
9/30/32	$116	$329	$33	$478
9/30/33	$124	$322	$34	$480
9/30/34	$133	$315	$35	$483
9/30/35	$143	$307	$35	$485
9/30/36	$153	$299	$36	$487
9/30/37	$164	$290	$37	$490
9/30/38	$175	$280	$37	$493
9/30/39	$188	$270	$38	$495
9/30/40	$201	$259	$39	$498
9/30/41	$214	$247	$40	$501
9/30/42	$229	$234	$40	$503
9/30/43	$244	$221	$41	$506
9/30/44	$260	$206	$42	$509
9/30/45	$277	$191	$43	$511
9/30/46	$296	$175	$44	$515
9/30/47	$315	$157	$45	$517
9/30/48	$336	$139	$46	$520
9/30/49	$357	$119	$46	$523
9/30/50	$380	$98	$47	$526
9/30/51	$404	$76	$48	$529
9/30/52	$430	$52	$49	$532
9/30/53	$456	$27	$50	$533
Total	**$6,264**	**$7,434**	**$1,148**	**$14,846**

1 – The 9/30/XX dates represent the assessment year end for the Additional Improvement Area #1 Projects Reimbursement Agreement.
2- Represents the principal and interest due under the Additional Improvement Area #1 Projects Reimbursement Agreement. Interest is calculated using an estimated interest rate of 5.875% per annum for years 1 to 5 and 5.875% per annum thereafter.
3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year

APPENDIX H-3
COMBINED IMPROVEMENT AREA #1 PROJECTED ANNUAL INSTALLMENT SCHEDULE

Appendix H-3
Combined Improvement Area #1 Projected Annual Installment Schedule

Year [1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[2,3]	Additional Interest Reserve[3]	Debt Service Reserve Fund[3]	Capitalized Interest[3]	Total Annual Installment
9/30/21	$0	$457,108	$0	$0	$0	$0	$0	($457,108)	$0
9/30/22	$0	$1,769,450	$0	$0	$75,000	$164,600	$0	($1,769,450)	$239,600
9/30/23	$495,000	$1,769,450	$0	$0	$76,500	$164,600	$0	($1,017,434)	$1,488,116
9/30/24	$520,000	$1,742,844	$77,000	$455,019	$113,030	$162,125	$0	$0	$3,070,018
9/30/25	$550,000	$1,714,894	$83,000	$450,495	$115,291	$159,525	$0	$0	$3,073,204
9/30/26	$585,000	$1,685,331	$90,000	$445,619	$117,596	$156,775	$0	$0	$3,080,321
9/30/27	$615,000	$1,653,888	$98,000	$440,331	$119,948	$153,850	$0	$0	$3,081,017
9/30/28	$645,000	$1,620,831	$106,000	$434,574	$122,347	$150,775	$0	$0	$3,079,527
9/30/29	$680,000	$1,586,163	$114,000	$428,346	$124,794	$147,550	$0	$0	$3,080,853
9/30/30	$715,000	$1,549,613	$123,000	$421,649	$127,290	$144,150	$0	$0	$3,080,701
9/30/31	$755,000	$1,511,181	$133,000	$414,423	$129,836	$140,575	$0	$0	$3,084,015
9/30/32	$795,000	$1,470,600	$143,000	$406,609	$132,433	$136,800	$0	$0	$3,084,441
9/30/33	$840,000	$1,427,869	$153,000	$398,208	$135,081	$132,825	$0	$0	$3,086,983
9/30/34	$885,000	$1,382,719	$165,000	$389,219	$137,783	$128,625	$0	$0	$3,088,345
9/30/35	$930,000	$1,335,150	$177,000	$379,525	$140,539	$124,200	$0	$0	$3,086,414
9/30/36	$985,000	$1,285,163	$189,000	$369,126	$143,349	$119,550	$0	$0	$3,091,188
9/30/37	$1,035,000	$1,232,219	$203,000	$358,023	$146,216	$114,625	$0	$0	$3,089,083
9/30/38	$1,090,000	$1,176,588	$217,000	$346,096	$149,141	$109,450	$0	$0	$3,088,274
9/30/39	$1,145,000	$1,118,000	$232,000	$333,348	$152,123	$104,000	$0	$0	$3,084,471
9/30/40	$1,210,000	$1,056,456	$248,000	$319,718	$155,166	$98,275	$0	$0	$3,087,615
9/30/41	$1,275,000	$991,419	$265,000	$305,148	$158,269	$92,225	$0	$0	$3,087,061
9/30/42	$1,340,000	$922,888	$283,000	$289,579	$161,435	$85,850	$0	$0	$3,082,751
9/30/43	$1,415,000	$850,863	$302,000	$272,953	$164,663	$79,150	$0	$0	$3,084,628
9/30/44	$1,490,000	$774,806	$322,000	$255,210	$167,957	$72,075	$0	$0	$3,082,048
9/30/45	$1,570,000	$694,719	$343,000	$236,293	$171,316	$64,625	$0	$0	$3,079,952
9/30/46	$1,655,000	$610,331	$366,000	$216,141	$174,742	$56,775	$0	$0	$3,078,990
9/30/47	$1,745,000	$521,375	$390,000	$194,639	$178,237	$48,500	$0	$0	$3,077,751
9/30/48	$1,835,000	$427,581	$415,000	$171,726	$181,802	$39,775	$0	$0	$3,070,884
9/30/49	$1,935,000	$328,950	$442,000	$147,345	$185,438	$30,600	$0	$0	$3,069,333
9/30/50	$2,040,000	$224,944	$470,000	$121,378	$189,146	$20,925	$0	$0	$3,066,393
9/30/51	$2,145,000	$115,294	$500,000	$93,765	$192,929	$10,725	($2,268,179)	$0	$789,534
9/30/52	$0	$0	$532,000	$64,390	$60,936	$0	$0	$0	$657,326
9/30/53	$0	$0	$564,000	$33,135	$62,155	$0	$0	$0	$659,290
Total	**$32,920,000**	**$35,008,683**	**$7,745,000**	**$9,192,025**	**$4,462,489**	**$3,214,100**	**($2,268,179)**	**($3,243,992)**	**$87,030,126**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds and/or reimbursement agreement.

2 – See Appendix H-1.

3 – See Appendix H-2.

EXHIBIT B
TOWN OF LITTLE ELM, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the Town Council of Little Elm, Texas on *July 18, 2023 at or after 6:00 p.m.at Little Elm Town Hall, 100 W. Eldorado Parkway, Little Elm, Texas 75068*. The public hearing will be held to consider proposed assessments to be levied against the assessable property within Improvement Area #1 of the Spiritas Ranch Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

The general nature of the proposed public improvements (collectively, the "Additional Improvement Area #1 Projects") may include: (i) roadway improvements, (ii) water improvements, (iii) sanitary sewer improvements, (iv) storm drainage improvements, (v) right of way purchases, (vi) other soft and miscellaneous costs, and (vii) administrative costs and costs related to the establishment of the District.

The total costs of the Additional Improvement Area #1 Projects is approximately $8,977,633.

The District includes approximately *545* acres of land generally located *south of U.S. HWY 380, east of FM 720, and west of Lewisville Lake*, located partially within the Town and as more particularly described by a metes and bounds description available at Little Elm Town Hall and available for public inspection.

All written or oral objections on the proposed assessment within the District will be considered at the public hearing.

A copy of the Assessment Roll relating to the Additional Improvement Area #1 Projects, which Assessment Roll includes the assessments to be levied against each parcel in Improvement Area #1 of the District for the Additional Improvement Area #1 Projects, is available for public inspection at the office of the Town Secretary, 100 W. Eldorado Pkwy, Little Elm, Texas 75068.

Date:	06/20/2023
Agenda Item #:	5. K.
Department:	Development Services
Strategic Goal:	Maximize community recreation and leisure activities
Staff Contact:	Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Award the **Proposed Construction Contract to AUI Partners, LLC for the Cottonwood Park Phase 1 Project.**

DESCRIPTION:

In April 2022, Town staff issued a Request for Qualifications (RFQ) seeking contractors with experience in completing municipal park development projects to complete the Cottonwood Park Phase 1 project. Three contractors responded to the RFQ, and after each response was evaluated and ranked by staff, a contractor was initially selected to complete the project. However, during the pre-construction phase that includes the contractor's assistance with budgeting and design recommendations, staff experienced problems with their ability to provide adequate budget recommendations. As a result, staff released the contractor and engaged the next-ranked contractor, AUI Partners, to complete the pre-construction phase. The design and pre-construction phases are complete, and the contractor has provided final budget pricing for the project.

The Cottonwood Park Project is located at the southern end of Lobo Lane, near the existing Cottonwood Creek Marina. The project will include amenities and improvements as listed in the "Lakefront Park" phase of the Cottonwood Park Master Plan, such as pavilion structures, expanded shoreline activities (playground, picnic and lawn game areas), walking trails, parking areas, and restrooms.

Construction Manager at Risk (CMAR) is a construction delivery method that requires a commitment by the construction manager to deliver the project within a Guaranteed Maximum Price (GMP). The construction manager also acts as a consultant to the Town in the development and design phases (preconstruction), and as the general contractor during the construction phase. The pre-construction phase has been completed, and AUI Partners has submitted a Guaranteed Maximum Price (GMP) and draft contract documents. Staff is continuing to work with the contractor to identify additional cost savings.

BUDGET IMPACT:

Funding for the project is allocated within the capital improvement program budget with the issuance of the 2021 CO along with additional funding provided by a grant awarded by the Texas Parks and Wildlife Department.

$	8,602,580.00	Construction Costs
$	972,929.66	General Conditions, Fees, Insurance
$	119,693.87	Bonds
$	**9,695,203.53**	**Total GMP**

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Proposed GMP Budget Pricing

Cottonwood Park Master Plan

Phase 1 (Lakefront Park) Concept Plan

Proposed Playground Renderings

13600 Heritage Pkwy, Suite 150
Fort Worth, Texas 76177
P 817.926.4377 **F** 817.926.6416

May 10, 2023

Town of Little Elm
Cottonwood Park
Prelim Budget

We are pleased to offer the following budget for the Cottonwood Park project:

Description	GMP ($)
Demolition	$15,000.00
Earthwork	$1,011,801.00
Utilities	$670,393.00
Pavement Markings	$38,500.00
Landscaping/Irrigation	$829,327.00
Fencing	$148,565.00
Site Furnishings	$283,631.00
Concrete	$2,121,140.00
Masonry/Retaining Walls	$471,280.00
Perf. Pavilion/Misc Railings	$267,000.00
Joint Sealants/Waterproofing	$75,000.00
Signage	$83,780.00
Floating Kayak Dock	$58,819.00
Pre-Fab Restroom Bldgs	$605,944.00
Pavilions (Day/Group/Lighthouse)	$739,000.00

Boardwalks		$550,000.00
Electrical		$633,400.00
	Subtotal:	**$8,602,580.00**
Owner Contingency		
General Conditions:		$490,000.00
Insurance (1.75%):		$159,120.15
Fee/OH (3.5%):		$323,809.51
	Proposal Total:	**$9,575,509.66**
Add Bond:		$119,693.87
	Total w/Bond:	**$9,695,203.53**

Qualifications:

1. Owner Contingency of $0 is included.
2. Allowance of $550,000 is included for Boardwalks.
3. Performance & Payment Bonds are included.
4. Pricing is based on documents prepared Dunaway dated 11/11/2022.

Exclusions:

1. Material Tax.
2. City permits and impact fees.
3. Franchise utility fees (Gas, Power, Telephone, etc.)
4. Relocation of existing franchise utilities other than indicated on bid documents.
5. Rock Excavation.
6. Unforeseen conditions.
7. Removal of asbestos or hazardous materials.
8. Construction cores included for doors, final keying and cores by owner.

We greatly appreciate the opportunity. Please let me know if you have any questions.

Sincerely,
AUI Partners, LLC.



Dustin Stiffler
President



Cottonwood Park Master Plan

Town of Little Elm Parks & Recreation Department

Final Master Plan

May 9, 2019

DUNAWAY



Lakefront Park Features:

- Signature Pavilion Structures
- Expanded Shoreline Activities
  - *Waterside Playground*
  - *Picnicking / Day Use*
  - *Open Lawn / Lawn Games*
- New Parking in Close Proximity
- Restroom


landscape structures
Cottonwood Park in Little Elm
1153765-02-03-03 • 06.06.2023
Whirlix
Always in Motion
©2023 Landscape Structures. All Rights Reserved.

Date:	06/20/2023
Agenda Item #:	5. L.
Department:	Development Services
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve **Change Order #2 for the Lobo Lane Technology Park Project.**

DESCRIPTION:

In December 2022, Town Council awarded a construction contract to Quality Excavation, LTD, to construct the Lobo Lane Technology Park Improvements. The project includes the installation of a new concrete fire lane, 1,661 feet of new water lines, a new split rail fence along Lobo Lane, and a new masonry screening wall with landscaping along the northern boundary of the Shell Beach Subdivision. The project is currently under construction and nearing completion.

During the construction process, the contractor and staff noted some incorrect dimensions and labels shown on the design plans that reflected a shorter length of screening wall than what is required to complete the project. The details for the split rail fence also did not reflect the stone columns needed to match the existing fencing on the opposite side of Lobo Lane. The contractor has requested additional funding through Change Order #2 to provide the materials and labor needed to complete this additional work. The proposed change order also includes pricing to replace additional concrete paving that was removed as part of the water line installation, and account for an additional waterline boring distance under Lobo Lane. Change Order #1 was previously approved to increase the screening wall height to match the intended design.

In April 2021, the Town was awarded $1,400,000 in grant funding through the Coronavirus Aid, Relief, and Economic Security (CARES) Act for the project. The Town has also executed a separate agreement with RTI Technologies to contribute additional matching funds as required through the grant.

BUDGET IMPACT:

The project is fully funded through an EDA grant and separate funding agreement with RTI Technologies approved by Council. The funds will be reimbursed to the Town upon completion of the project.

$ 1,218,726.00	Original Contract Amount
$ 17,171.84	Change Order #1
$ 190,684.96	Proposed Change Order #2
$ 1,426,582.80	**Total Contract Amount**

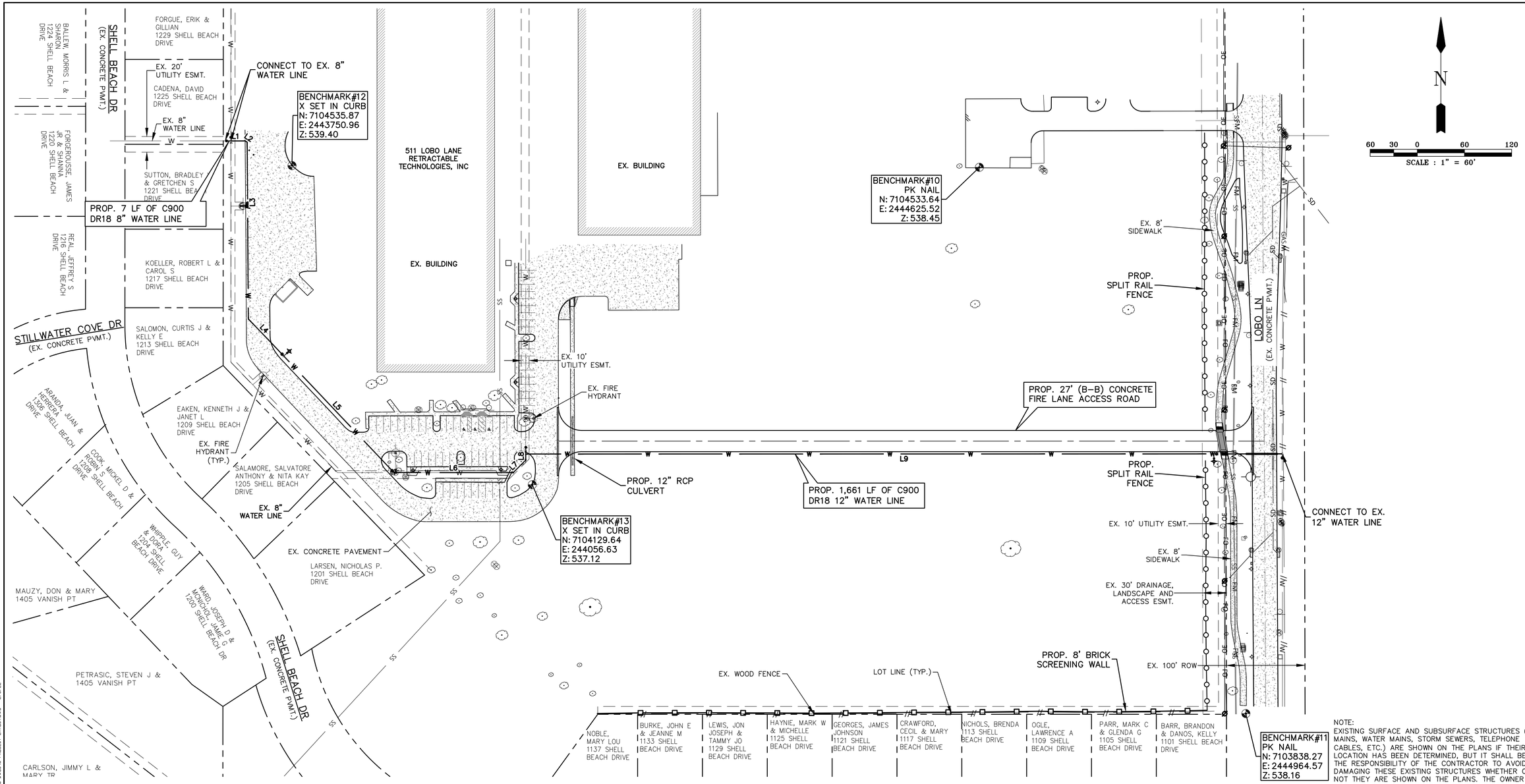
RECOMMENDED ACTION:

Staff recommends approval.

Attachments

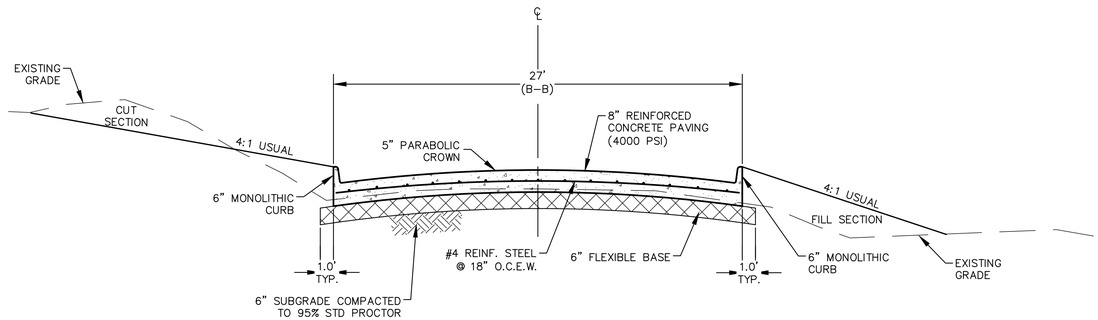
Project Layout

Proposed Change Order #2



12" WATER LINE – ALIGNMENT DATA

NUMBER	BEGIN STA.	BEGIN NORTHING	BEGIN EASTING	END NORTHING	END EASTING	DIRECTION/BEARING	END STATION
L1	0+00.00	7104567.26	2443665.93	7104567.26	2443691.46	N90° 00' 00"E	0+25.53
L2	0+25.53	7104567.26	2443691.46	7104565.58	2443693.97	S56° 13' 50"E	0+28.55
L3	0+28.55	7104565.58	2443693.97	7104340.73	2443695.37	S0° 21' 33"E	2+53.41
L4	2+53.41	7104340.73	2443695.37	7104306.81	2443727.86	S43° 45' 31"E	3+00.37
L5	3+00.37	7104306.81	2443727.86	7104145.19	2443880.55	S43° 22' 32"E	5+22.71
L6	5+22.71	7104145.19	2443880.55	7104145.05	2444032.44	S89° 56' 52"E	6+74.60
L7	6+74.60	7104145.05	2444032.44	7104160.94	2444048.33	N45° 00' 00"E	6+97.06
L8	6+97.06	7104160.94	2444048.33	7104168.68	2444048.35	N0° 12' 35"E	7+04.80
L9	7+04.80	7104168.68	2444048.35	7104168.88	2445010.95	N89° 59' 16"E	16+67.40



TYPICAL PAVEMENT SECTION
(27'-0" B-B)
N.T.S.

NOTE:
EXISTING SURFACE AND SUBSURFACE STRUCTURES (GAS MAINS, WATER MAINS, STORM SEWERS, TELEPHONE CABLES, ETC.) ARE SHOWN ON THE PLANS IF THEIR LOCATION HAS BEEN DETERMINED, BUT IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO AVOID DAMAGING THESE EXISTING STRUCTURES WHETHER OR NOT THEY ARE SHOWN ON THE PLANS. THE OWNER AND ENGINEER ASSUME NO RESPONSIBILITY FOR FAILURE TO SHOW ANY OR ALL OF THESE STRUCTURES ON THE PLANS OR TO SHOW THEM IN THEIR EXACT LOCATION. IF ANY STRUCTURE IS DAMAGED BY THE CONTRACTOR IT SHALL BE HIS RESPONSIBILITY TO REPAIR THE DAMAGE AT HIS OWN EXPENSE AND RESTORE THE STRUCTURE TO ITS FUNCTIONAL USE.

PAVEMENT NOTES:
1. 3500 PSI MACHINE POUR, 4000 PSI HAND POUR (AT DRIVEWAY APPROACH ONLY). REINFORCED CONCRETE PAVEMENT (5.5 SACK/CY), NO. 4 BARS @ 18" O.C.E.W. WITH 6" MONOLITHIC CURB.

2. BAR LAPS SHALL BE 30 BAR DIAMETERS.

3. BAR CHAIRS SHALL BE PROVIDED BY CONTRACTOR.

4. DO NOT PLACE CONCRETE JOINT WITHIN 2 FEET OF GUTTER LINE AT STREET CONNECTION.

5. LIME SHALL BE APPLIED BY PERCENTAGE DRY UNIT WEIGHT OF SOIL TREATED TO A MINIMUM IN PLACE COMPACTED THICKNESS OF 6 (SIX) INCHES. FOR 6" THICK PAVEMENT, MINIMUM LIME APPLICATION IS 37 LBS/SQ FT; FOR 8" THICK PAVEMENT, MINIMUM LIME APPLICATION IS 54 LBS/SQ FT.

6. FORMING OF PAVEMENT:
A. SLIP-FORM: SLIP-FORM PAVEMENT METHOD SHALL BE USED FOR ALL PUBLIC STREETS AND ALLEYS UNLES OTHERWISE APPROVED BY THE TOWN ENGINEER.
B. HAND-FORM: HAND FORMED PAVEMENT METHOD MAY BE USED FOR TURN LANE, DECELERATION LANE, DRIVEWAY APPROACH, OR REPLACING A PANEL OR PUBLIC STREET OR ALLEY.

NO.	REVISION	DATE

DESIGN BY: JTAGGART
DRAWN BY: JTAGGART
CHECKED BY: JTHOMAS
SCALE: 1"=60'
JOB NUMBER: 448285

TRC ENGINEERS, INC.
700 HIGHLANDER BLVD., STE. 210 ARLINGTON, TX 76015
T.B.P.E. FIRM REGISTRATION # F-8632
(817) 522 - 1000

STATE OF TEXAS
JUSTIN THOMAS
98403
LICENSED PROFESSIONAL ENGINEER
02/06/2022

LITTLE ELM
DENTON COUNTY, TEXAS
LOBO LANE TECHNOLOGY PARK
PROJECT LAYOUT

LITTLE ELM

SHEET
5 OF 28

FEBRUARY 2022

H:\WORK IN PROGRESS\LITTLE ELM\448285 LOBO LANE TECHNOLOGY PARK\500 CAD-GIS DRAWINGS\501 DRAWINGS\504 WORKING DWGS\5 PROJECT LAYOUT.DWG - 2/3/22

TOWN OF LITTLE ELM

CHANGE ORDER # 2 **PO #** 230742 **CONTRACT #** 220000106

BID/PROJECT NAME: 2022-06 Lobo Lane Technology Park Improvements

VENDOR NAME: Quality Excavation, LTD

Item	Description		Amount	Days (+/-)
1	Overrun Dry Bore	$	2,070.00	0
2	Overrun Concrete	$	27,020.00	10
3	Remove 6' Brick Screening Wall 448 LF	$	(193,984.00)	0
4	Remove CO #1	$	(17,171.84)	-4
5	8' Brick Screening Wall 793 LF	$	336,707.80	24
6	Deduct Wooden Split Rail Fence (700 LF, $73/LF)	$	(51,100.00)	0
7	Wooden Split Rail Fence w/ Stone Columns	$	87,143.00	15
8		$	-	
9		$	-	
10		$	-	
11		$	-	
12		$	-	
13		$	-	
14		$	-	
15		$	-	
16		$	-	
	Total Change	**$**	**190,684.96**	**45**

Change in Contract Price:	
Original Contract Price:	$1,218,726.00
Change Order #1	$17,171.84
Change Order #2	$190,684.96
Change Order #3	$0.00
Change Order #4	$0.00
Change Order #5	$0.00
New Contract Amount	$1,426,582.80
Precentage of Original Contract:	17.06%

Change in Contract Times:	
Original Number of Days:	120
Change Order 1	4
Change Order 2	45
Change Order 3	
Change Order 4	
Change order 5	
New Number of Days	134
New End Date:	

Please amend the PO by adding or deducting the following amounts to/from the funding sources listed here:

Account Number	Amount
3000-50-850-6073-64002	**$190,684.96**

APPROVAL: Contractor

Signature Contractor | Printed Name & Title | Date

APPROVAL: Town of Little Elm

Project Manager | Date | Town Engineer | Date

FINANCE / PURCHASING

Is the change order amount over 25% of the original contract? ___ Yes ___ No

If yes, date of Council authorization (approval of new amount) _____ Date

Was a budget amendment form needed / submitted? ___ Yes ___ No

JE Date for budget transfer. _____ Date

Purchasing Manager | Date | Finance | Date

Date:	06/20/2023
Agenda Item #:	5. M.
Department:	Development Services
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve a **Proposed Sewer Easement Located at 904 West Eldorado Parkway.**

DESCRIPTION:

In January 2023, construction was completed for the newly renovated Starbucks restaurant located at 904 West Eldorado Parkway. The existing building was constructed in 2004, and included a wastewater service line that was not installed within the public easement. The developer has provided an updated easement document that fully encompasses the wastewater line, as well as permitted exceptions that allow the existing concrete paving and dumpster to remain within the easement.

BUDGET IMPACT:

There is no budget impact for this item.

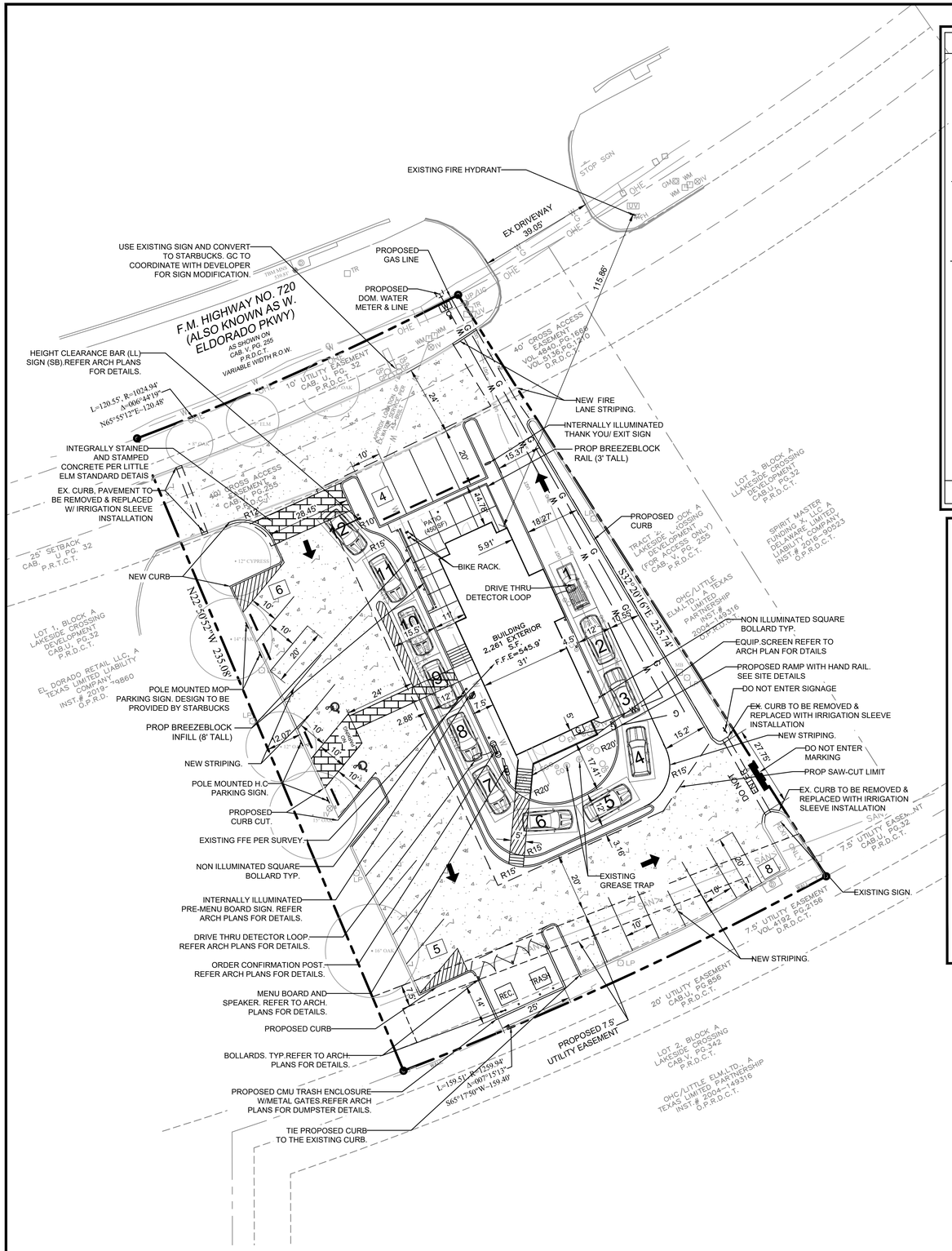
RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Project Site Plan

Proposed Easement



EXISTING LEGEND

LEGEND OF SYMBOLS

- A air conditioner
- borehole
- CATV cable tv
- EM electric meter
- fence or handrail
- FDC fire dept. connection
- FH fire hydrant
- FIRE LANE fire lane
- guard rail
- G grease trap
- GP bollard
- GI grate inlet
- GM gas meter
- GAS gas line
- GUY utility pole anchor
- IV irrigation valve
- landscape or tree line
- LEB landscape electric box
- LSL landscape light
- LP light pole
- MB mailbox
- MW monitoring well
- OU overhead utility lines
- PE pool equipment
- road sign
- RD roof drain
- silt fence
- spot elevation
- SSMH S sanitary sewer manhole
- S sanitary sewer pipe
- SDMH D storm water manhole
- ST storm water pipe
- TMH T telephone manhole
- TFL tank fill lid
- TR telephone riser
- traffic signal pole
- UMH M unknown manhole
- CO utility clean out
- UC utility cabinet
- UV utility vault
- utility markings (line color = color of markings)
- UP utility pole
- UP/UG utility pole with riser
- utility sign
- WSO water shutoff
- WV water valve
- W water manhole
- WM water meter
- W well
- W water line
- one-foot contour lines
- tree trunk (with canopy) caliper inches at breast height
- ornamental tree
- (M) multiple trunks
- Google 360 Hyperlink

subject to interpretation, verification may be required.

SITE LEGEND

- CONCRETE CURB
- SAW-CUT LINE
- FENCE
- FIRE LANE STRIPING
- EX. CONC.TO REMAIN
- PARKING SPACES
- MONUMENT/PYLON SIGN
- WHEEL STOPS
- HANDICAP LOGO
- HANDICAP SIGN
- RAMP
- BOLLARD
- TRAFFIC ARROW
- FIRE HYDRANT
- DUMPSTER
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- SANITARY SEWER DOUBLE CLEANOUT
- SANITARY SEWER SAMPLE PORT
- GREASE TRAP
- DOMESTIC WATER METER
- IRRIGATION METER
- GAS METER
- TRANSFORMER
- LIGHT POLE
- POWER POLE

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	20'	20'
Side Setback	0'	0'
Rear Setback	0'	0'
Land Use Designation	CHICKEN EXPRESS	COFFEE SHOP
Gross Acreage	0.755	0.755
Net Acreage	0.755	0.755
Number of Proposed Lots	1	1
Percentage of Site Coverage	6.87	6.87
Area of Open Space		
Percentage of Open Space		
Percentage of Landscape	24.92%	24.71%
Area of Impervious Coverage	24,704 S.F	24,772 S.F
Percentage of Impervious Coverage	75.08%	75.29%
Proposed Building Area *(square footage footprint)*	2,262 S.F	2,262 S.F
Number of Single-Story Buildings	1	1
Number of Two-Story Buildings	N/A	N/A
Maximum Building Height		18'-0"
Proposed Floor Area		
Proposed Floor Area by Use		
Required Parking	12	23
Provided Parking	26	23
Standard	28	21
Handicap	2	2
Total	28	23
Inventory Parking	N/A	N/A
Electric Vehicle Charging Infrastructure	N/A	N/A
Bicycle Racks	N/A	2
Required Loading Spaces	N/A	N/A

BENCHMARKS

THE SITE BENCH MARK IS A MAG NAIL WITH A WASHER STAMPED "JPH BENCHMARK" SET IN A CONCRETE STORM DRAIN ON THE SOUTH RIGHT OF WAY OF F.M.HIGHWAY NO.720 (W.ELDORADO PKWY.) AND LEWIS DR.BEING APPROXIMATELY 55' WEST OF THE NORTHEAST CORNER OF SUBJECT PROPERTY.BENCHMARK ELEVATION=539.81' (NAVD88).SEE SURVEY FOR GENERAL LOCATION

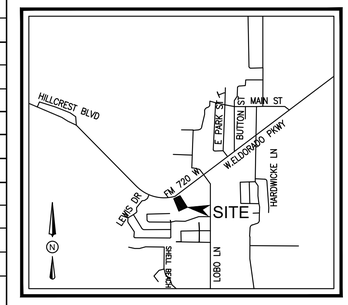
FLOOD PLAIN NOTE

THIS PROPERTY LIES WITHIN ZONE(S) X OF THE FLOOD INSURANCE RATE MAP FOR DENTON COUNTY, TEXAS AND INCORPORATED AREAS, MAP NO.48121C0415G, DATED 2011/04/15 VIA SCALED MAP LOCATION AND GRAPHIC PLOTTING AND OR THE NATIONAL FLOOD HAZARD LAYER (NFHL) WEB MAP SERVICE (WMS) AT HTTP://HAZARDS.FEMA.GOV.

N

0 40

Scale: 1" = 20' Feet



VICINITY MAP

N.T.S.

SITE GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE CITY OR LOCAL JURISDICTION STANDARDS.
2. THE LOCATION OF UNDERGROUND UTILITIES INDICATED ON THE PLANS IS TAKEN FROM AS-BUILTS, UTILITY PLANS OR SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND UTILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND UTILITIES. IF EXISTING UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRING THE UTILITY.
3. WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES OR SERVICE LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS, AT HIS OWN COST AND EXPENSE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICTS WITH UTILITIES.
4. ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U. S. DEPARTMENT OF LABOR, OSHA, CONSTRUCTION SAFETY AND HEALTH REGULATIONS AND ANY AMENDMENTS THERETO.
5. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO TRENCH BACKFILL, SIDE SLOPES, FENCES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS.
6. ANY CHANGES NEEDED AFTER CONSTRUCTION PLANS HAVE BEEN RELEASED, SHALL BE APPROVED BY THE CITY ENGINEER. THESE CHANGES MUST BE RECEIVED IN WRITING.
7. THE CONTRACTOR SHALL PROVIDE "RED LINED" MARKED PRINTS TO THE ENGINEER PRIOR TO FINAL INSPECTION INDICATING ALL CONSTRUCTION WHICH DEVIATED FROM THE PLANS OR WAS CONSTRUCTED IN ADDITION TO THAT INDICATED ON THE PLANS.
8. ALL CURB RADIUS TO BE 10' OR 2' UNLESS OTHERWISE NOTED ON THE SITE PLAN.

AS-BUILT PLAN

RECORD DOCUMENTS

"THESE RECORD DOCUMENTS HAVE BEEN PREPARED BASED ON INFORMATION PROVIDED BY OTHERS.TRIANGLE ENGINEERING LLC, HAS NOT VERIFIED THE ACCURACY AND/OR COMPLETENESS OF THIS INFORMATION, UNLESS OTHERWISE NOTED ON THESE DOCUMENTS.TRIANGLE ENGINEERING LLC,SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY BE INCORPORATED AS A RESULT OF ERRONEOUS INFORMATION PROVIDED BY OTHERS. "

BY: _____ P.E DATE:01/04/2023

KARTAVYA S.PATEL

811 Know what's **below.** **Call** before you dig.

NO.	DATE	DESCRIPTION	BY
1	01-04-2023	AS-BUILT PLAN	AP
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STATE OF TEXAS · KARTAVYA S. PATEL · 97534 · LICENSED PROFESSIONAL ENGINEER

01/04/2023

SITE PLAN

STARBUCKS

LOT 2, BLOCK A, LAKESIDE CROSSING DEVELOPMENT PHASE 1

0.755 ACRE TRACT, PART OF JOHN KING SURVEY

ABSTRACT NUMBER 718

904 ELDORADO PKWY

TOWN OF LITTLE ELM

DENTON COUNTY,TEXAS

TRIANGLE ENGINEERING LLC

T: 469.331.8566 I F: 469.213.7145 I E: info@triangle-engr.com

W: triangle-engr.com I O: 1784 McDermott Drive, Suite 110, Allen, TX 75013

Planning | Civil Engineering | Construction Management

P.E.	DES.	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	AP	02-17-22	SEE SCALE BAR	015-22	C-3.0

TX. P.E. FIRM #11525

AFTER RECORDING, RETURN TO:

Matt Mueller.
Town Manager
Town of Little Elm
100 W. Eldorado Parkway
Little Elm, TX, 75068

SEWER EASEMENT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON §

THAT, Vaquero Little Elm Partners, LP, a Texas limited partnership. (hereinafter called Grantor, whether one or more), for the sum of Ten Dollars ($10.00) and other good and valuable consideration paid by the **Town of Little Elm, Texas,** (hereinafter called Grantee), the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby GRANT, SELL AND CONVEY unto Grantee, its successors and assigns, a non-exclusive easement and right-of-way upon, in, over, under and across that property situated in the Town of Little Elm, Denton County, Texas described and depicted on **Exhibit "A"** attached hereto and incorporated herein for all purposes (the "Easement Property") for the Easement Purpose (as hereinafter defined), together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement").

The said Easement may be used (i) for the purpose of constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, relocating and removing sewer utilities (including, without limitation, sanitary sewer utilities, storm sewer utilities, and drainage utilities), together with all and singular the rights and appurtenances, facilities, equipment and attachments thereto in any way belonging or related, including, without limitation, lines, pipelines, valves, manholes, manhole vents, lateral line connections, and junction boxes, and (ii) for grading and slope construction, improvements, installation, replacement, use, inspection, operation, repair, reconstruction and maintenance,

and related facilities and appurtenances, in, over, across, threw, and under the Easement Property (the "Easement Purpose"). Grantee, its officers, employees, agents, representatives, contractors, subcontractors, licensees, successors and assigns shall at all times have the right and privilege to access the Easement Property for the Easement Purpose.

Grantee has, together with the Easement and for the consideration set forth herein, the right of ingress and egress upon, over and across Grantor's adjacent lands as may be reasonably necessary for the purpose of constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, relocating, and removing such utilities and all appurtenances, facilities, equipment and attachments thereto; the right to prevent possible interference with the operation of said utilities and to remove possible hazards thereto to the extent provided herein; and the right to prevent the construction within the Easement Property of any building, structure or other obstruction or encroachment which may endanger or interfere with the efficiency, safety and convenient operation of said utilities and the appurtenances, facilities, equipment and attachments thereto to the extent provided herein.

Grantor agrees, for the consideration set forth herein, not to construct or place within the Easement Property, any buildings, structures, fences, or other improvements of any nature whatsoever, or any shrubs, trees or other growth of any kind, or otherwise interfere with the Easement, without the prior written consent of Grantee; provided, however, Grantor is conveying the Easement subject to the rights, reservations, and other matters listed on **Exhibit "B"** attached hereto and incorporated herein by reference (the "Permitted Encroachments"). Except for the Permitted Encroachments, Grantee shall have the right to remove, and keep removed, all or parts of any building, structure, fence, or other improvement, or any shrub, tree, or other growth, of any character that is located within the Easement Property which, in the judgment of Grantee, may endanger or in any way interfere with the construction, efficiency, or convenient and safe operation and maintenance of the facilities described herein or the exercise of Grantee's rights hereunder.

The Easement and the rights and privileges herein granted are and shall be perpetual, and irrevocable. Grantee may assign, transfer, or otherwise convey this Easement in whole or in part. This Easement shall be construed under the laws of the State of Texas, without regard

to its choice-of-law rules of any jurisdiction; venue is in the county or counties where the Easement Property is located.

TO HAVE AND TO HOLD the Easement, together with all and singular the rights, privileges, and appurtenances thereto, in anywise belonging, to Grantee and Grantee's successors and assigns forever. Grantor does hereby bind Grantor and Grantor's heirs, successors and assigns to WARRANT AND FOREVER DEFEND the title to the Easement or any part of the Easement in Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement.

Grantee will at all times after doing any work in connection with the construction, operation, maintenance or repair of such utilities, restore the surface of the Easement Property and fences as close to the condition in which it was found before such work was undertaken as is reasonably practicable, excluding trees, shrubs and structures that were removed as a result of such work.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the ___ day of January 2023, the effective date.

Grantor:

VAQUERO LITTLE ELM PARTNERS, LP,
a Texas limited partnership

BY: Vaquero Ventures Management, LLC,
its General Partner

By: _____
W.A. Landreth, III, Manager

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the ___ day of _____, 2023, by W.A. Landreth, III, as Manager of Vaquero Ventures Management, LLC, General Partner of Vaquero Little Elm Partners, LP, a Texas limited partnership, on behalf of said limited partnership.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My Commission Expires:

_____

_____
Printed/Typed Name

Grantee:

TOWN OF LITTLE ELM

By: _____
Name: _____
Title: _____

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2023, by _____, as _____ of the Town of Little Elm, on behalf of said city.

_____
NOTARY PUBLIC
STATE OF _____

_____
Expiration:

EXHIBIT "A"

Legal Description of the Vaquero Tract

Tract 1: (FEE SIMPLE)

Being all of Lot 2, Block A, Lakeside Crossing Development, Phase one, an addition in the Town of Little Elm, Denton County, Texas, according to the plat recorded in Cabinet V, Page 255, Plat Records, Denton County, Texas; said tract being all of the tract described in the deed to Rule 76, LLC, a Texas limited liability company, as recorded under Instrument Number 2015-53503, Official Public Records, Denton County, Texas.

Tract 2: (EASEMENT ESTATE)

Non-exclusive easement estate as depicted on Exhibit C of the Access Easement and Restriction Agreement by and between Lakeside Crossing, LLC and Ralph L. Mason, filed May 18, 2001, recorded in Volume 4840, Page 1666, Real Property Records, Denton County, Texas. Amended by instrument filed July 26, 2002, recorded in CC# 2002-R0092864, Real Property Records, Denton County, Texas.

Tract 3: (EASEMENT ESTATE)

Non-exclusive easement estate as set out in Special Warranty Deed and between Lake Shore Crossing, L.P., a Texas limited partnership, as Grantor and Turner & Turner Properties, Ltd., a Texas limited partnership, as Grantee, filed September 17, 2003, recorded in Volume 5420, Page 4912, Real Property Records, Denton County, Texas.

EXHIBIT "B"
PAGE 1 OF 4
PROPERTY DESCRIPTION

FIELD NOTES to that certain tract being a portion of Lot 2, Block A, Lakeside Crossing Development, an addition in the Town of Little Elm, Denton County, Texas, according to the plat recorded in Cabinet V, Page 255, Plat Records, Denton County, Texas, said tract being a portion of the tract described in the deed to Rule 76, LLC, a Texas limited liability company recorded under Instrument Number 2015-53503, Official Public Records, Denton County, Texas; the subject tract, is more particularly described as follows (bearings are based on the Texas Coordinate System of 1983, North Central Zone):

COMMENCING at a 1/2 inch capped rebar stamped "TXHS" found at the southwest corner of said Lot 2; **THENCE** NORTH 22°50'52" WEST, with the west line of Lot 2, a distance of 7.50 feet to the **POINT OF BEGINNING**;

THENCE NORTH 22°50'52" WEST, continuing with the west line of Lot 2, a distance of 19.95 feet, from which a 1/2 inch capped rebar stamped "TXHS" found at the northwest corner of Lot 2 bears NORTH 22°50'52" WEST, a distance of 207.62;

THENCE NORTH 69°04'59" EAST, through the interior of Lot 2, a distance of 156.56 feet to the east line of Lot 2;

THENCE SOUTH 32°20'16" EAST, with the east line of Lot 2, a distance of 9.74 feet to the beginning of a non-tangent curve concave to the north with a curve to the right having a radius of 1259.94 feet, from which an "+" cut found at the southeast corner of Lot 2 bears SOUTH 32°20'16" a distance of 7.52 feet;

THENCE through the interior of Lot 2, the following calls:

1. In a southwest direction, along the said curve, an arc length of 24.23 feet, passing through a central angle of 01°06'30" a chord bearing of SOUTH 62°14'56" WEST, a chord distance of 24.23 feet to the end of the curve;
2. NORTH 20°55'01" WEST, a distance of 4.93 feet;
3. SOUTH 69°04'59" WEST, a distance of 126.17 feet;
4. SOUTH 22°50'52" EAST, a distance of 12.40 feet to the beginning of a
5. non-tangent curve concave to the north (curve to the right) having a radius of 1,252.44,

6. In a southwesterly direction, along the arc of the said curve, an arc length of 8.00 feet, passing through a central angle of 00°21’58” (a chord bearing of SOUTH 68°45’06” WEST, a chord distance of 8.00 feet) to the end of the curve and the **POINT OF BEGINNING** containing 1,363 square feet.

Jewel Chadd
Registered Professional
Land Surveyor № 5754
jewel@jphls.com
June 22, 2022
Project № 2021.022.068
Proposal № DFW5606

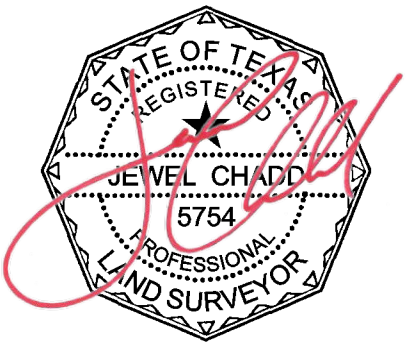


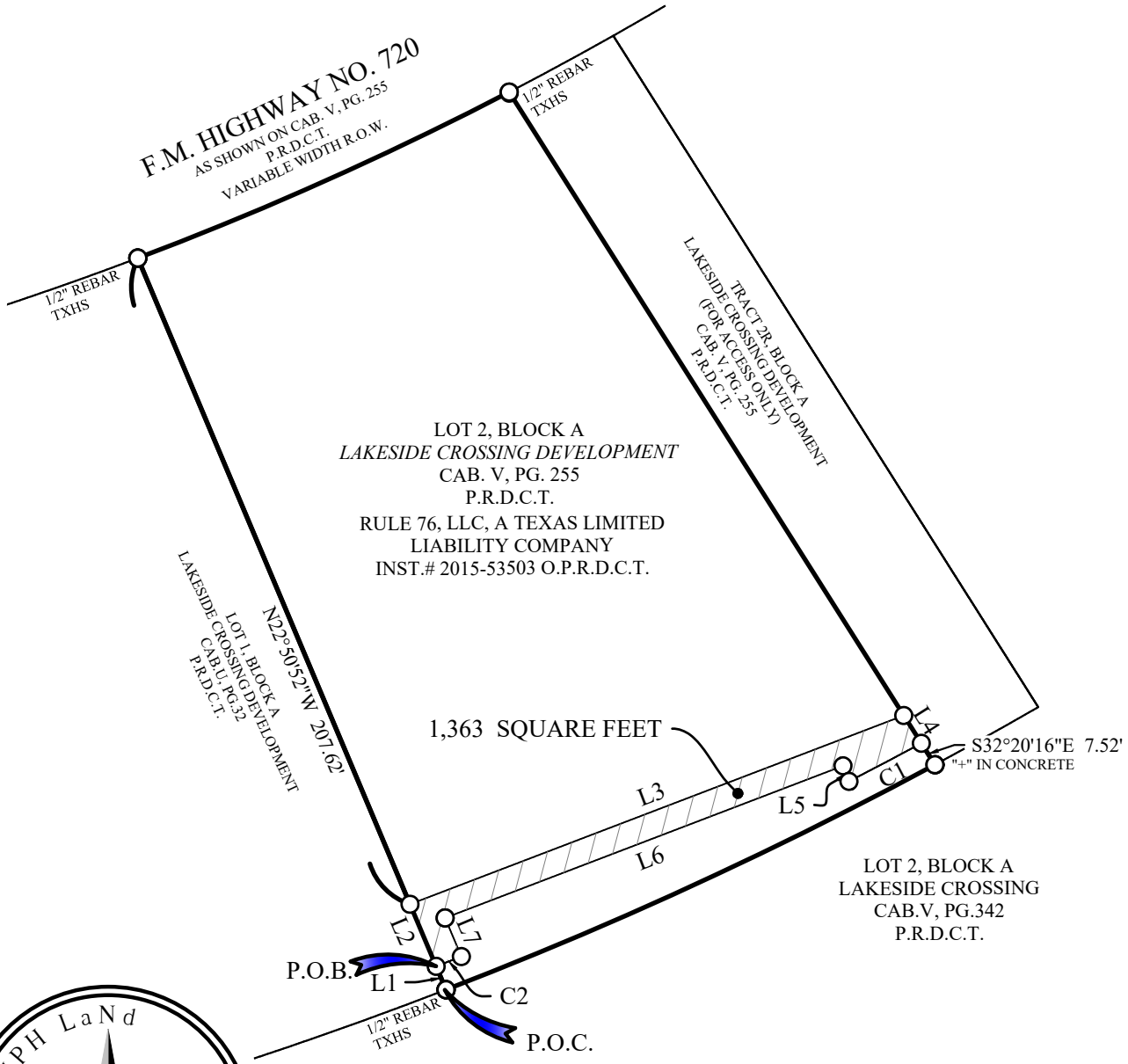
EXHIBIT "B"

MONUMENTS / BEARING BASIS

CRS ◎ 1/2" rebar stamped "JPH Land Surveying" set
MNS ◎ Mag nail & washer stamped "JPH Land Surveying" set
Monuments are found if not marked MNS or CRS.
Bearings are based on Grid North, Texas Coordinate System of 1983, North Central Zone
○ Vertex or common point (not a monument)

LEGEND OF ABBREVIATIONS

P.R.D.C.T.	Plat Records of Denton County, Texas
O.P.R.D.C.T.	Official Public Records of Denton County, Texas
POB/POC	Point of Beginning/Point of Commencing
CAB/PG/INST.#	Cabinet/Page/Instrument Number
R.O.W.	Right of Way



0 50'
Scale: 1" = 50'

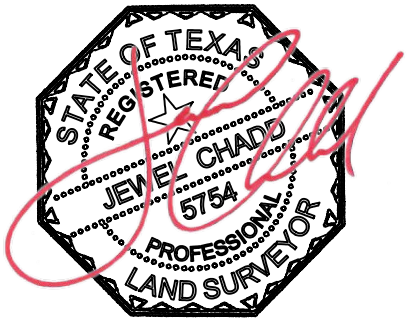
EXHIBIT SHOWING
1,363 SQUARE FEET
BEING A PORTION OF
LOT 2, BLOCK A
LAKESIDE CROSSING DEVELOPMENT PHASE 1
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS

JPH Job No.
2021.022.068 904 W Eldorado Pkwy, Little Elm, Denton Co., Tx - ESMT.dwg
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785 Lonesome Dove Trail, Hurst, Texas 76054
Telephone (817) 431-4971 www.jphlandsurveying.com
TBPELS Firm #10019500
DFW | Central Texas | West Texas | Houston

EXHIBIT "B"

Line Data Table		
Line #	Bearing	Distance
L1	N22°50'52"W	7.50'
L2	N22°50'52"W	19.95'
L3	N69°04'59"E	156.56'
L4	S32°20'16"E	9.74'
L5	N20°55'01"W	4.93'
L6	S69°04'59"W	126.17'
L7	S22°50'52"E	12.40'

Curve Data Table					
Curve #	Arc	Radius	Delta	Chord Bearing	Chord
C1	24.23'	1252.44'	001°06'30"	S62°14'56"W	24.23'
C2	8.00'	1252.44'	000°21'58"	S68°45'06"W	8.00'



Jewel Chadd
Registered Professional
Land Surveyor No. 5754
jewel@jphls.com
June 22, 2022

JPH LaNd Surveying, Inc.

JPH Job No.
2021.022.068 904 W Eldorado Pkwy, Little Elm, Denton Co., Tx - ESMT.dwg

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Telephone (817) 431-4971 www.jphlandsurveying.com
TBPELS Firm #10019500
DFW | Central Texas | West Texas | Houston

EXHIBIT SHOWING
1,363 SQUARE FEET

BEING A PORTION OF

LOT 2, BLOCK A
LAKESIDE CROSSING
DEVELOPMENT PHASE 1

TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS

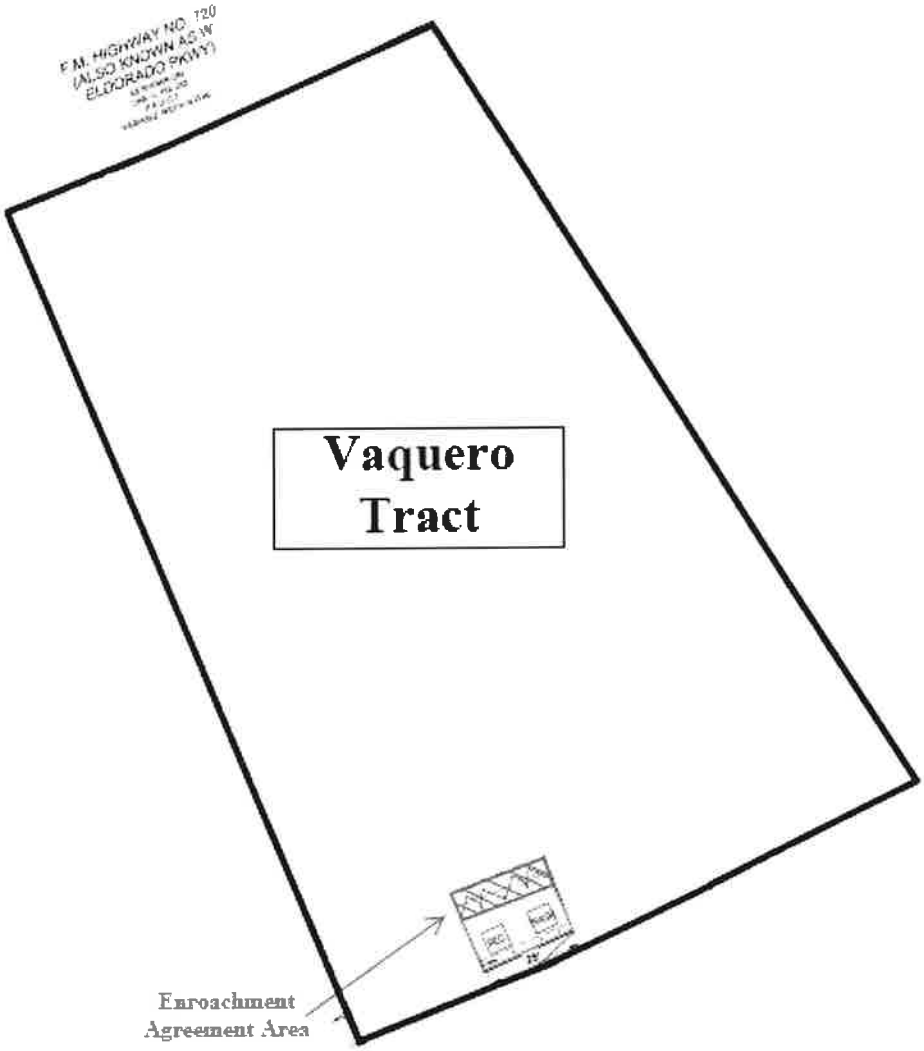
Exhibit "B"

Permitted Encroachments

1. Grantor reserves the right to construct, maintain, repair, and replace pavement over the Easement Property; and
2. Grantor reserves the right to construct, maintain, repair, and replace a dumpster and related improvements within the Easement Property.

EXHIBIT "C"

Encroachment Agreement Area



Date:	06/20/2023
Agenda Item #:	5. N.
Department:	Development Services
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve an **Access Easement Agreement between the Town of Little Elm and 3P Little Elm, LLC.**

DESCRIPTION:

In December 2022, a development agreement was executed between the Town of Little Elm and 3P Elm, LLC that provides development standards for the property located at 1729 East Eldorado Parkway. As part of the proposed development plan, a driveway connection between the property and a proposed development located nearby is required. In order to connect these two properties, the proposed driveway must extend through land currently owned by the Town and located between these two properties.

The developer has submitted an access easement document that describes the proposed improvements within the town-owned property, which include concrete paving and a retaining wall. The document also describes the developer's responsibility to fund, construct, and perpetually maintain these improvements. Town staff and the town attorney have reviewed the document and proposed development plan and found that it includes the necessary language to support the request.

BUDGET IMPACT:

There is no budget impact for this item.

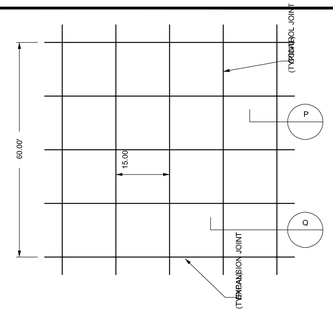
RECOMMENDED ACTION:

Staff recommends approval.

Attachments

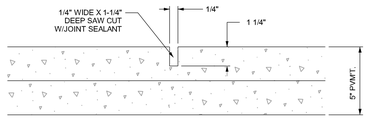
Proposed Site Plan

Proposed Access Easement
Development Agreement



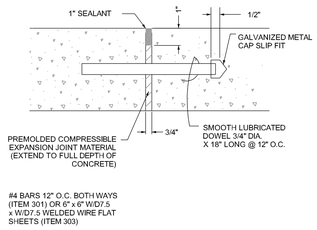
1 TYPICAL JOINT LAYOUT

N.T.S



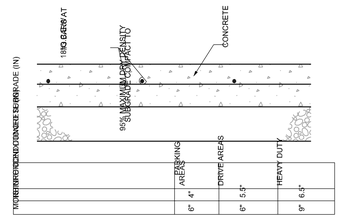
2 CONTROL JOINT

N.T.S



3 DOWELLED EXPANSION JOINT

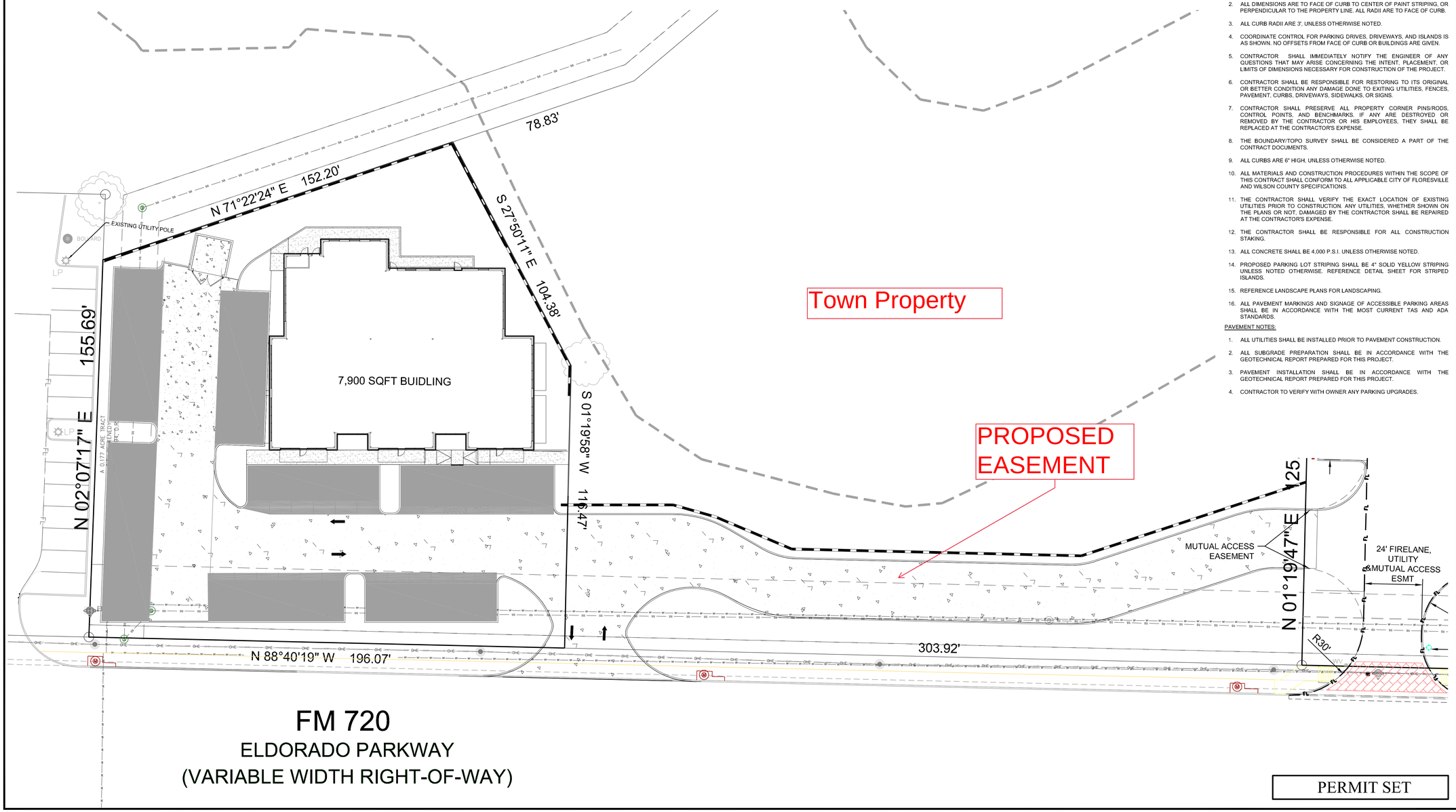
N.T.S



REF: GEOTECH REPORT BY

4 CONCRETE PAVEMENT

N.T.S



PERMIT SET

KEY NOTES:

1. CURB RAMP @ 12:1 MAX SLOPE
2. ACCESSIBLE SIGN AND WHEEL STOP
3. PROPOSED BOLLARD/GUARD POST CONFIRM EXACT LOCATION WITH CONSTRUCTION MANAGER
4. ASPHALT TO CONCRETE JUNCTION
5. MATCH EXISTING TOP OF PAVEMENT AND/OR TOP OF CURB ELEVATIONS
6. PROPOSED 4" SINGLE SOLID YELLOW STRIPE (TYP.)
7. PROPOSED 4" WIDE YELLOW STRIPE, 24" O.C.
8. PROPOSED LIGHT DUTYPAVEMENT
9. PROPOSED HEAVY DUTY PAVEMENT
10. PROPOSED 8" CONCRETE PAVEMENT
11. CONTRACTOR TO DOWEL IN PROPOSED CONCRETE PAVEMENT. SEE CONCRETE TO CONCRETE JUNCTION DETAIL ON THIS SHEET.
12. PROPOSED CONCRETE SIDEWALK
13. PROPOSED ADA PARKING STRIPING AND SYMBOLS
14. PROPOSED DRIVE THRU CLEARANCE SIGN
15. PROPOSED DIRECTIONAL ARROWS
16. TRUCK WHEEL STOP
17. LIMITS OF PROPOSED PAVING

GENERAL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ALL NECESSARY PERMITS BEFORE BEGINNING CONSTRUCTION.
2. ALL DIMENSIONS ARE TO FACE OF CURB TO CENTER OF PAINT STRIPING, OR PERPENDICULAR TO THE PROPERTY LINE. ALL RADII ARE TO FACE OF CURB.
3. ALL CURB RADII ARE 3', UNLESS OTHERWISE NOTED.
4. COORDINATE CONTROL FOR PARKING DRIVES, DRIVEWAYS, AND ISLANDS IS AS SHOWN. NO OFFSETS FROM FACE OF CURB OR BUILDINGS ARE GIVEN.
5. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY QUESTIONS THAT MAY ARISE CONCERNING THE INTENT, PLACEMENT, OR LIMITS OF DIMENSIONS NECESSARY FOR CONSTRUCTION OF THE PROJECT.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING TO ITS ORIGINAL OR BETTER CONDITION ANY DAMAGE DONE TO EXITING UTILITIES, FENCES, PAVEMENT, CURBS, DRIVEWAYS, SIDEWALKS, OR SIGNS.
7. CONTRACTOR SHALL PRESERVE ALL PROPERTY CORNER PINS/RODS, CONTROL POINTS, AND BENCHMARKS. IF ANY ARE DESTROYED OR REMOVED BY THE CONTRACTOR OR HIS EMPLOYEES, THEY SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
8. THE BOUNDARY/TOPO SURVEY SHALL BE CONSIDERED A PART OF THE CONTRACT DOCUMENTS.
9. ALL CURBS ARE 6" HIGH, UNLESS OTHERWISE NOTED.
10. ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THE SCOPE OF THIS CONTRACT SHALL CONFORM TO ALL APPLICABLE CITY OF FLORESVILLE AND WILSON COUNTY SPECIFICATIONS.
11. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. ANY UTILITIES, WHETHER SHOWN ON THE PLANS OR NOT, DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING.
13. ALL CONCRETE SHALL BE 4,000 P.S.I. UNLESS OTHERWISE NOTED.
14. PROPOSED PARKING LOT STRIPING SHALL BE 4" SOLID YELLOW STRIPING UNLESS NOTED OTHERWISE. REFERENCE DETAIL SHEET FOR STRIPED ISLANDS.
15. REFERENCE LANDSCAPE PLANS FOR LANDSCAPING.
16. ALL PAVEMENT MARKINGS AND SIGNAGE OF ACCESSIBLE PARKING AREAS SHALL BE IN ACCORDANCE WITH THE MOST CURRENT TAS AND ADA STANDARDS.

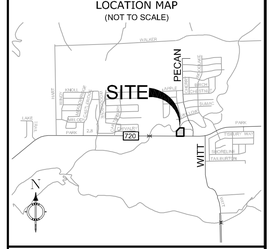
PAVEMENT NOTES:

1. ALL UTILITIES SHALL BE INSTALLED PRIOR TO PAVEMENT CONSTRUCTION.
2. ALL SUBGRADE PREPARATION SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT PREPARED FOR THIS PROJECT.
3. PAVEMENT INSTALLATION SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT PREPARED FOR THIS PROJECT.
4. CONTRACTOR TO VERIFY WITH OWNER ANY PARKING UPGRADES.

REV. NO.	DESCRIPTION	DATE

Notes:

LOCATION MAP
(NOT TO SCALE)



LEGEND

PROPOSED 5" CONCRETE PAVEMENT

PROPOSED 6" CONCRETE PAVEMENT

N
W
E
S

20' 10' 0' 20' 40'
SCALE 1"= 20'

SIGNATURE/SEAL



RCE RAO'S CONSULTING ENGINEERS
TXPE FIRM#7705
P.O. BOX. 592991 SAN ANTONIO TX 78258
PHONE: 210.549.7557. FAX:512.856.4595
ww.raosengineering.com

PROJECT DESCRIPTION:

3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

TITLE:

PAVING PLAN

DATE : 10/21/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO C1.10
DRAWN BY : MO	
CHECKED BY : RV	

AFTER RECORDING, RETURN TO:

Douglas Peach
Deputy Town Manager
Town of Little Elm
100 W. Eldorado Parkway
Little Elm, TX, 75068

ACCESS EASEMENT

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

That, **TOWN OF LITTLE ELM**, a Texas Home Rule Municipal Corporation (hereinafter called "Grantor") for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration to Grantor in hand paid by **3P LITTLE ELM, LLC**, a Texas limited liability company (hereinafter called "Grantee"), the receipt and sufficiency of which are hereby acknowledged, does GRANT, DEDICATE and CONVEY to the Grantee, the easement and right to construct, reconstruct, and perpetually maintain a mutual shared access easement (the "Facilities"), together with all incidental improvements, retaining wall and landscaping, and all necessary laterals in, upon and across certain real property located in the Town of Little Elm, Denton County, Texas, as more particularly described in Exhibit A, and shown on Exhibit B, which are attached hereto and made a part hereof by reference as if fully set forth herein (the "Easement Property").

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part thereof, for the purpose of constructing, reconstructing and maintaining the Facilities, and all incidental improvements and for making connections therewith. Grantor does hereby bind itself

and its successors, to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor but not otherwise. Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain the existing Facilities, and any additional Facilities, at all times in the future within the Easement Property, including, but not limited to a retaining wall and landscaping. If Grantee is unable to access the Easement Property due to physical barrier conditions, then the Grantee, its successors and assigns, shall have, and are hereby granted, the right of ingress and egress over that portion of the Grantor's property within fifteen feet (15') of the Easement Property as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted.

Grantee will at all times perpetually maintain the Facilities, and after doing any work in connection with the construction, operation, maintenance or repair of the Facilities, including any retaining walls and/or landscaping constructed and/or installed by Grantee, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, within the Easement Property that were removed as a result of such work. Should the Grantee or its contractor(s) remove or destroy any trees or shrubs that cause the Grantor to become out of compliance with any town ordinances, the Grantee agrees to replace or relocate trees and shrubs to ensure Grantors compliance with any and all ordinances.

[Remainder of page intentionally left blank.]

SIGNED by my hand this ____ day of February, 2023.

GRANTOR:

TOWN OF LITTLE ELM

By:_____
Matt Mueller – Town Manager

ATTEST:

_____
Caitlan Biggs, Town Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Matt Mueller, the Town Manager of the Town of Little Elm, a Texas Home Rule Municipal Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said town, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this _____ day of February, 2023.

_____
NOTARY PUBLIC, STATE OF TEXAS
Printed Name:_____
My Commission Expires:_____

ACCEPTED:

GRANTEE:

3P LITTLE ELM, LLC,
a Texas limited liability company

By: Vighnahara Management, LLC
a Texas limited liability company
Its: Authorized Member

By:_____
Lokesh Surapaneni Prasad,
Sole Member and Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Lokesh Surapaneni Prasad, the Sole Member and Manager of Vighnahara Management, LLC, a Texas limited liability company, the Authorized Member of 3P Little Elm, LLC, a Texas limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said company, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this _____ day of February, 2023.

_____
NOTARY PUBLIC, STATE OF TEXAS
Printed Name: _____
My Commission Expires:_____

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT PROPERTY

[Follows this cover page.]

MUTUAL SHARED ACCESS EASEMENT
PART OF LOT 1, BLOCK A
ELM LITTLE PROPERTY
ALLEN VESTAL SURVEY, ABSTRACT NO. 1312
LITTLE ELM, DENTON COUNTY, TEXAS

BEING a portion of Lot 1, Block A, Elm Little Property, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in County Clerk File No. 2014-420, Plat Records, Denton County, Texas, same being a portion of that tract of land described in Special Warranty Deed to The Town of Little Elm as recorded in Document Number 2015-148240, Deed Records, Denton County, Texas, and being more particularly described by metes and bounds:

BEGINNING at 5/8 inch iron rod with cap stamped "KHA" found lying on the northerly right-of-way line of FM 720 (Eldorado Parkway) (variable width right-of-way), also being a southeasterly corner of Lot 3, Block A of said Elm Little Property;

THENCE North 01 degrees 19 minutes 58 seconds East, along the east line of said Lot 3, Block A, a distance of 76.09 feet to a point for corner;

THENCE traversing said Lot 1, Block A, the following bearings and distances as follows;

North 90 degrees 00 minutes 00 seconds East, a distance of 43.46 feet to a point for corner, same being the start of a tangent curve to the right having a radius of 46.00, a delta angle of 30 degrees 00 minutes 00 seconds and a chord bearing and distance of South 75 degrees 00 minutes 00 seconds East 23.81 feet;

Along said curve to the right, an arc distance of 24.09 feet to a point for corner, same being the end of said curve;

South 60 degrees 00 minutes 00 seconds East, a distance of 16.50 feet to a point for corner, same being the start of a tangent curve to the left having a radius of 29.00, a delta angle of 28 degrees 40 minutes 19 seconds and a chord bearing and distance of South 74 degrees 20 minutes 09 seconds East 14.36 feet;

Along said curve to the left, an arc distance of 14.51 feet to a point for corner, same being the end of said curve;

South 88 degrees 40 minutes 19 seconds East, a distance of 112.64 feet to a point for corner, same being the start of a tangent curve to the left having a radius of 29.00, a delta angle of 19 degrees 29 minutes 53 seconds and a chord bearing and distance of North 81 degrees 34 minutes 45 seconds East 9.82 feet;

Along said curve to the left, an arc distance of 9.87 feet to a point for corner, same being the end of said curve;

North 71 degrees 49 minutes 48 seconds East, a distance of 62.01 feet to a point for corner, same being the start of a tangent curve to the right having a radius of 46.00, a delta angle of 19 degrees 29 minutes 53 seconds and a chord bearing and distance of North 81 degrees 34 minutes 45 seconds East 15.58 feet;

Along said curve to the right, an arc distance of 15.65 feet to a point for corner, same being the end of said curve;

South 88 degrees 40 minutes 19 seconds East, a distance of 12.82 feet to a point for corner in the west line of Lot 2, Block A of said Elm Little Property;

MUTUAL SHARED ACCESS EASEMENT
PART OF LOT 1, BLOCK A
ELM LITTLE PROPERTY
ALLEN VESTAL SURVEY, ABSTRACT NO. 1312
LITTLE ELM, DENTON COUNTY, TEXAS

THENCE South 01 degrees 19 minutes 47 seconds West, along the west line of said Lot 2, Block A, a distance of 46.00 feet to a point for corner;

THENCE traversing said Lot 1, Block A, the following bearings and distances as follows;

North 88 degrees 40 minutes 19 seconds West, a distance of 12.99 feet to a point for corner, same being the start of a tangent curve to the left having a radius of 19.00, a delta angle of 19 degrees 29 minutes 53 seconds and a chord bearing and distance of North 81 degrees 34 minutes 45 seconds East 6.43 feet;

Along said curve to the left, an arc distance of 6.47 feet to a point for corner, same being the end of said curve;

South 71 degrees 49 minutes 48 seconds West, a distance of 63.73 feet to a point for corner, same being the start of a tangent curve to the right having a radius of 46.00, a delta angle of 19 degrees 29 minutes 53 seconds and a chord bearing and distance of South 81 degrees 34 minutes 45 seconds West 15.58 feet;

Along said curve to the right, an arc distance of 15.65 feet to a point for corner, same being the end of said curve;

North 88 degrees 40 minutes 10 seconds West, a distance of 116.48 feet to a point for corner, same being the start of a tangent curve to the right having a radius of 46.00, a delta angle of 28 degrees 40 minutes 19 seconds and a chord bearing and distance of North 74 degrees 20 minutes 09 seconds West 22.78 feet;

Along said curve to the right, an arc distance of 23.02 feet to a point for corner, same being the end of said curve;

North 60 degrees 00 minutes 00 seconds West, a distance of 4.59 feet to a point for corner, same being the start of a tangent curve to the left having a radius of 29.00, a delta angle of 80 degrees 05 minutes 37 seconds and a chord bearing and distance of South 79 degrees 57 minutes 12 seconds West 37.32 feet;

Along said curve to the left, an arc distance of 40.54 feet to a point for corner, same being the end of said curve;

South 01 degrees 19 minutes 58 seconds West, a distance of 14.49 feet to a point for corner in the said northerly right-of-way line of FM 720;

THENCE North 88 degrees 40 minutes 02 seconds West, along the said northerly right-of-way line of FM 720, a distance of 30.00 feet to the POINT BEGINNING and containing 15,316 square feet or 0.352 acres of land more or less.



Gary E. Johnson, R.P.L.S.# 5299

TEXAS HERITAGE
SURVEYING, LLC
10610 Metric Drive, Suite 124, Dallas, TX 75243
Office 214-340-9700 Fax 214-340-9710
txheritage.com Firm No. 10169300

BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983, REALIZATION OF 2011.

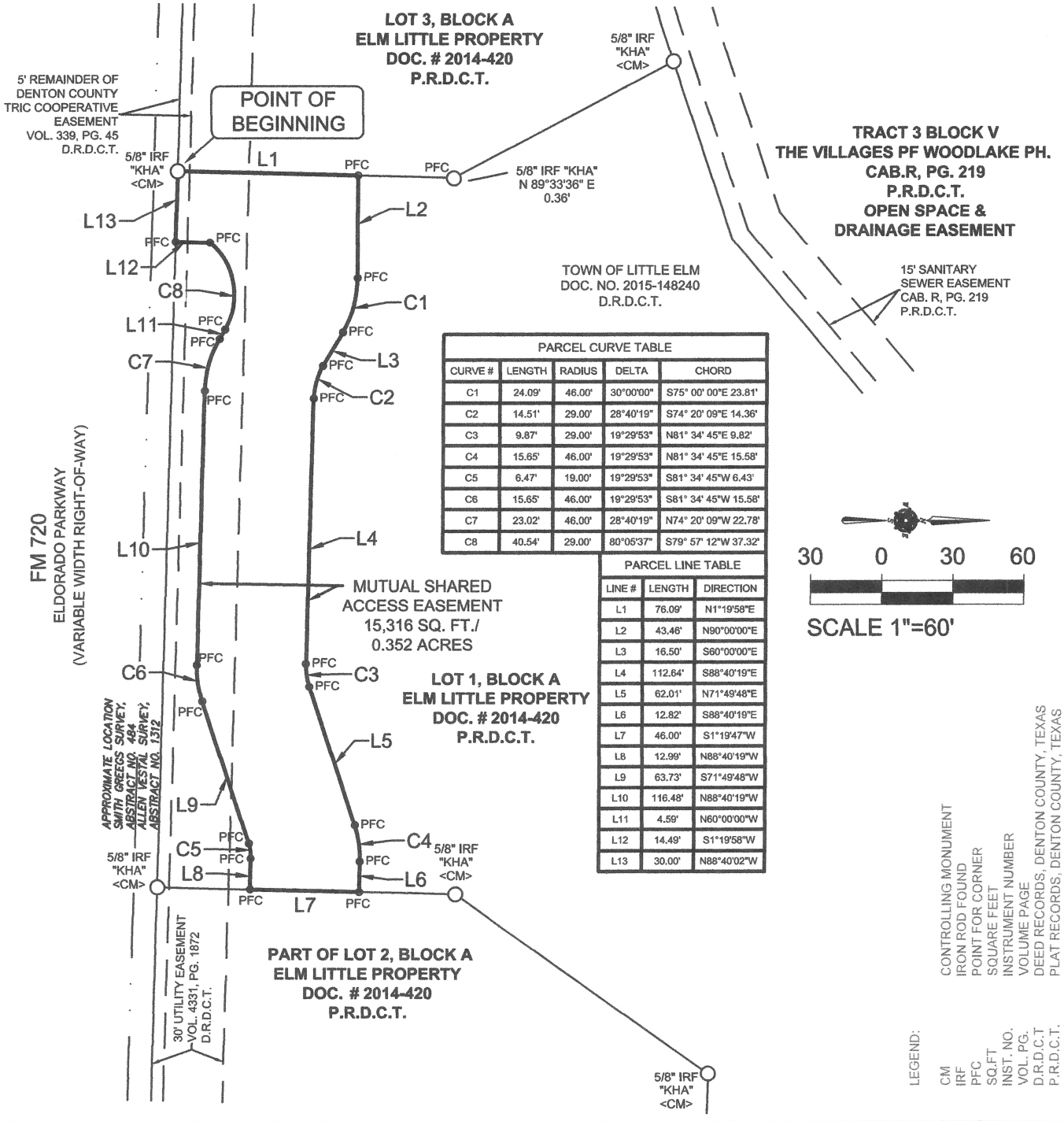
Job# 1802750-7
Date: 03/24/2023
Drawn: KO
Scale: 1" - 60'

EXHIBIT B

DEPICTION OF EASEMENT PROPERTY

[Follows this cover page.]

MUTUAL SHARED ACCESS EASEMENT
PART OF LOT 1, BLOCK A
ELM LITTLE PROPERTY
ALLEN VESTAL SURVEY, ABSTRACT NO. 1312
LITTLE ELM, DENTON COUNTY, TEXAS



PARCEL CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD
C1	24.09'	46.00'	30°00'00"	S75° 00' 00"E 23.81'
C2	14.51'	29.00'	28°40'19"	S74° 20' 09"E 14.36'
C3	9.87'	29.00'	19°29'53"	N81° 34' 45"E 9.82'
C4	15.65'	46.00'	19°29'53"	N81° 34' 45"E 15.58'
C5	6.47'	19.00'	19°29'53"	S81° 34' 45"W 6.43'
C6	15.65'	46.00'	19°29'53"	S81° 34' 45"W 15.58'
C7	23.02'	46.00'	28°40'19"	N74° 20' 09"W 22.78'
C8	40.54'	29.00'	80°05'37"	S79° 57' 12"W 37.32'

PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	76.09'	N1°19'58"E
L2	43.46'	N90°00'00"E
L3	16.50'	S60°00'00"E
L4	112.64'	S88°40'19"E
L5	62.01'	N71°49'48"E
L6	12.82'	S88°40'19"E
L7	46.00'	S1°19'47"W
L8	12.99'	N88°40'19"W
L9	63.73'	S71°49'48"W
L10	116.48'	N88°40'19"W
L11	4.59'	N60°00'00"W
L12	14.49'	S1°19'58"W
L13	30.00'	N88°40'02"W

30 0 30 60

SCALE 1"=60'

LEGEND:

CM	CONTROLLING MONUMENT
IRF	IRON ROD FOUND
PFC	POINT FOR CORNER
SQ.FT	SQUARE FEET
INST. NO.	INSTRUMENT NUMBER
VOL. PG.	VOLUME PAGE
D.R.D.C.T	DEED RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS

TEXAS HERITAGE SURVEYING, LLC
10610 Metric Drive, Suite 124, Dallas, TX 75243
Office 214-340-9700 Fax 214-340-9710
txheritage.com Firm No. 10169300

BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983, REALIZATION OF 2011.

Job# 1802750-7
Date: 03/24/2023
Drawn: KO
Scale: 1" - 60'

STATE OF TEXAS	**§**	**DEVELOPMENT AGREEMENT**
	§	**FOR 3P ELM PD**
COUNTY OF DENTON	**§**	

This Development Agreement for 3P Elm Planned Development ("**Agreement**") is entered into between 3P Little Elm LLC ("**Developer**"), whose address for purposes of this Agreement is 3641 Hamilton Heights Ave, Frisco TX 75034, 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 .79 acres generally located at 1729 East Eldorado Parkway, on the north side of Eldorado Parkway, approximately 300 feet from Preston on the Lake Boulevard 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 3P Elm 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.

B. The Developer must obtain an access easement and maintenance agreement from the Town, and an access easement agreement from the property to the east, as shown on the proposed plans, in order to utilize as well as maintain the off-site

property for cross-access. Fully executed agreements must be presented with the plat submittal.

Section 4. Miscellaneous.

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

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

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

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

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

F. Cumulative Rights and Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and

conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

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

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

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

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

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

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

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

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

O. **Notification of Sale or Transfer; Assignment of Agreement**. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "**Assignee**") that is or will become an owner of any portion of the

Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement with respect to the portion of the Property transferred to Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor owner, and if the Developer or any Assignee is in default under this Agreement, such default shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting Developer or Assignee. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor developer, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

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

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

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

S. **Rough Proportionality**. Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement. Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed by this Agreement.

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

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

V. **Non-Boycott of Israel Provision.** In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless Developer is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.

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

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

Y. **Verification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

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

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

DEVELOPER
a _____ company

By: _____

Date: _____

TOWN OF LITTLE ELM, TEXAS

By: _____
Matt Mueller
Town Manager

Date: 12-20-22

ATTEST:

By: _____
Caitlan Biggs
Town Secretary

STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this 20 day of December, 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]

KATHERYN GRAHAM
Notary Public, State of Texas
Comm. Expires 04-12-2025
Notary ID 133029596

By: _____
Notary Public, State of Texas

My Commission Expires: 4/12/25

STATE OF TEXAS §
§
COUNTY OF _____ §

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

[Seal]

By: _____
Notary Public, State of Texas

My Commission Expires: _____

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 TEXAS **company**

By: S. Smith pres

Date: 11/28/22

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 Collin §

Before me, the undersigned authority, on this 28 day of November, 2022, personally appeared Lokesh Prasad, 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 3P Little Elm.

[Seal]

MATTHEW PALMER
Notary ID #126210786
My Commission Expires
February 24, 2025

By:_____
Notary Public, State of Texas

My Commission Expires: 2/24/25

EXHIBIT A

Property Description

BEING a part of Lot 3, Block A, Elm Little Property, an addition to the Town of Little Elm, Denton County, Texas, according to the Plat thereof recorded in County Clerk # 2014-420, Land Records, Denton County, Texas, and being more particularly described by metes and bounds:

COMMENCING from 5/8 inch iron rod with cap stamped "KHA" found lying on the northerly right-of-way line of FM 720 (Eldorado Parkway) (variable width right-of-way) and the northwesterly right-of-way line of Pecan Drive (60 foot right-of-way), also being a southeasterly corner of Lot 2, Block A, Elm Little Property;

THENCE North 88 degrees 40 minutes 19 seconds West, along the southerly line of said Lot 2, Block A, common with the northerly line of said FM 720 (Eldorado Parkway), a distance of 900.10 feet to a 5/8 inch rod with cap stamped "KHA" found for the northerly corner of Lot 3, Block A, of said Elm Little Property;

BEGINNING at 5/8 inch iron rod with cap stamped "KHA" found,

THENCE North 88 degrees 40 minutes 19 seconds West, along the southerly line of said Lot 2, Block A, common with the northerly line of said FM 720 (Eldorado Parkway), a distance of 196.07 feet to a 5/8 inch rod with cap stamped "KHA" found for the southeasterly corner of Lot 2, Block A, of said Retail FM 720 Addition,

THENCE over and across said Lot 3, Block A the following courses and distance as follow:

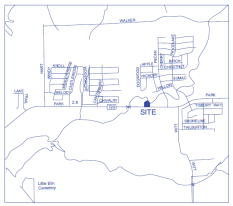
North 88 degrees 41 minutes 08 seconds East, a distance of 1.17 feet to a 1/2 inch iron rod with cap stamped "PETIT" found for corner;

North 71 degrees 22 minutes 24 seconds East, a distance of 152.20 feet to a 5/8 inch rod with cap stamped "KHA" for corner;

South 27 degrees 50 minutes 11 seconds East, a distance of 104.38 feet to a 5/8 inch rod with cap stamped "KHA" for corner;

THENCE South 01 degrees 19 minutes 58 seconds West, a distance of 116.47 feet to the POINT BEGINNING and containing 34,397 square feet or 0.790 acres of land.

VICINITY MAP - NOT TO SCALE



45 30 15 0 15 30 45

SCALE 1"=30'

GENERAL NOTES

1) According to the F.I.R.M. No. 48121C0420G, the subject property lies in Zone X and does not lie within a Flood Prone Hazard Area as shown per LOMR #11-06-2132P dated 06/14/2011.

2) Bearings are based upon the Texas State Plane Coordinate System, Texas North Central Zone, (4202) North American Datum of 1983, (2011)

3) There was observed evidence of earth moving work, building construction or building additions within recent months and there was no observed evidence of any changes in street right of way lines, the site being used as a solid waste dump, sump or sanitary landfill or of recent street or sidewalk construction or repairs.

4) There is no observable evidence of the site being used as a cemetery.

5) Subject property has direct access to FM 720 (Eldorado Parkway) and Pecan Drive, which are dedicated public right-of-ways maintained by the City of Little Elm,Texas as shown.

6) The utilities shown were located from field survey information only. The Surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The Surveyor further does not warrant that the underground utilities shown are in the exact location indicated, although the Surveyor does certify that they are located as accurately as possible from information available from on-the ground measurements. the Surveyor has not physically located the underground utilities.

7) Benchmark: Monument No. 2 located northeast corner of D.H. Brent Elementary School, and West of Witt Drive.
Northing: 7,109,829.55'
Easting: 2,457,580.45'
Elev. 559.59

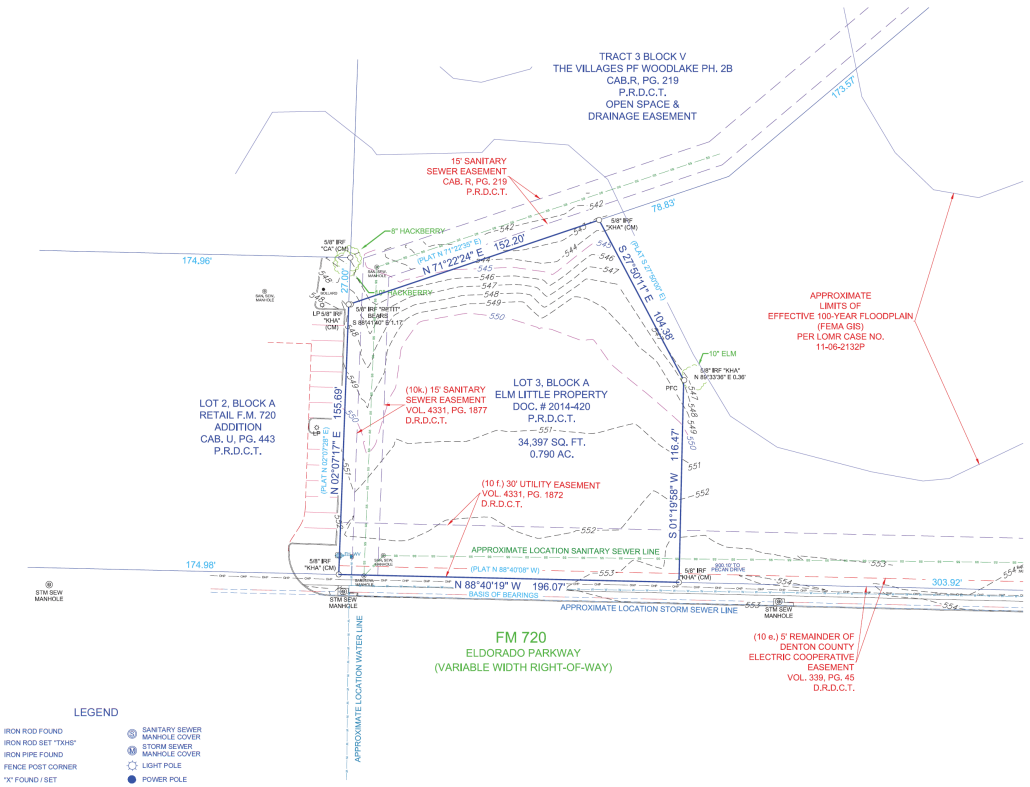
PROPERTY DESCRIPTION

Lot 3, Block A, Elm Little Property, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in County Clerk's File No. 2014-420, Land Records of Denton County, Texas.

EXCEPTIONS TO THE TITLE COMMITMENT

AS RELIED UPON AND PROVIDED BY REPUBLIC TITLE OF TEXAS AND FIRST AMERICAN TITLE INSURANCE COMPANY G.F. NO. 1002-259592-RTT WITH AN EFFECTIVE DATE OF AUGUST 01, 2018 AND AN ISSUED DATE OF AUGUST 20, 2018.

Exception No.	Recording Information	DESCRIPTION OF EASEMENT	Applies to Subject tract	Shown Graphically on Attached Survey Plat
10 e.	VOL. 339, PG. 45	Easement to Denton County Electric Cooperative, Inc.,	YES	YES
10 f.	VOL. 4331, PG. 1872	Easement to City of Little Elm.	YES	YES
10 g.	VOL. 4064, PG. 1524	Terms, provisions and conditions of Agreement for Installation of Utilities in Lieu of Payment of Impact Fees.	YES	NO
10 i.	CC NO. 2017-117107	Terms, provision, condition and easement contained in Utility Easement Agreement.	NO	NO
10 j.	CC NO. 2017-117108	Terms, provision, condition and easement contained in Reciprocal Access Easement Agreement.	NO	NO
10 k.	VOL. 4331, PG. 1877	Easement to City of Little Elm.	YES	YES
10 l.	DOC# 2014-420	All Easements & Building Lines as shown Plat of Elm Little Property	YES	YES



LEGEND

- IRON ROD FOUND
- IRON ROD SET "TXHS"
- IRON PIPE FOUND
- FENCE POST CORNER
- "X" FOUND / SET
- ELECTRIC METER
- WM WATER METER
- CM CONTROLLING MONUMENTS
- OHP OVERHEAD POWER LINE
- SANITARY SEWER MANHOLE COVER
- STORM SEWER MANHOLE COVER
- LIGHT POLE
- POWER POLE
- FIRE HYDRANT
- WV WATER VALVE

NO ON-SITE PARKING
NO ZONING INFORMATION
PROVIDED BY CLIENT AT THE TIME SURVEY WAS COMPLETED.

SURVEYOR'S CERTIFICATE

To: Lokesh Prasad, Elm Little, LP, 3P Little Elm, Republic Title of Texas, Inc., and First American Title Insurance Company in connection with the transaction described in GF# 1002-259592-RTT.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 6(a)(b), 7(a) 8, 9, 11, 13, 14, 16, 17, 19 of Table A thereof. The Field work was completed on: September 13, 2018.

Gary E. Johnson
Registered Professional Land Surveyor No. 5299

STATE OF TEXAS · REGISTERED · GARY E. JOHNSON · NO. 5299 · PROFESSIONAL LAND SURVEYOR

TEXAS HERITAGE SURVEYING, LLC

10610 Metric Drive, Suite 124, Dallas, TX 75243
Office 214-340-9700 Fax 214-340-9710
txheritage.com
Firm #10169300

ALTA/NSPS SURVEY

ELDORADO PARKWAY
LOT 3, BLOCK A
ELM LITTLE PROPERTY
ALLEN VESTAL SURVEY, ABSTRACT NO. 1312
A.W. ROBERTSON SURVEY, ABSTRACT NO. 1134
CITY OF LITTLE ELM, DENTON COUNTY, TEXAS

DATE: 09/25/2018 / REVISED: 10/02/2018 / JOB # 1802750-2 / SCALE - 1" = 30' JWR

EXHIBIT B

3P Elm PD Ordinance

TOWN OF LITTLE ELM

ORDINANCE NO. 1696

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING PLANNED DEVELOPMENT – LIGHT COMMERCIAL (PD-LC) DISTRICT ORDINANCE NO. 1643, IN ORDER TO ADOPT NEW SITE PLAN AND DEVELOPMENT PLANS ON .79 ACRES OF LAND GENERALLY LOCATED AT 1729 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 an amendment to existing Planned Development-Light Commercial (PD-LC) through Ordinance No. 1643, with modified development standards on approximately .79 acres of land, adopting new site plan and development plans, 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 November 17, 2022 the Planning & Zoning Commission considered and made recommendations on 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 amending existing Planned Development-Light Commercial (PD-LC) through Ordinance No. 1643, adopting new site plan and development plans for proposed new commercial development generally located at 1729 East Eldorado Parkway, on the north side of Eldorado Parkway, approximately 300 feet from Preston on the Lake Boulevard, within Little Elm Town limits, approximately .79 acres of land more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The permitted uses and standards shall be in accordance with the Light Commercial (LC) District and all applicable provisions of Chapter 106 – Zoning Ordinance in general, with the exception of the following requirements, which are otherwise captured in the development plans as depicted within **Exhibit B** attached hereto:

- **a.** Minimum lot size .79 acres
- **b.** front yard landscape buffer 6 (six) feet
- **c.** rear landscape buffer 5 (five) feet, except where the dumpster enclosure encroaches into the setback as shown o the plans
- **d.** double row of tree planting along residential adjacency not required
- **e.** eight-foot masonry screening wall along the rear of the property not required
- **f.** single dumpster enclosure allowed
- **g.** parking spaces allowed at nine feet in width by 20 feet in length

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** and subject to the following conditions.

a) The property owner must obtain an access easement and maintenance agreement from the Town, and an access easement agreement from the property to the east, as shown on the proposed plans, in order to utilize as well as maintain the off-site property for cross-access. Fully executed agreements must be presented with the plat submittal.

b) 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.

c) 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.

d) 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 20th day of December, 2022.

Town of Little Elm, Texas

_____

Curtis Cornelious, Mayor

ATTEST:

_____

Caitlan Biggs, Town Secretary

EXHIBIT A

Property Description

BEING a part of Lot 3, Block A, Elm Little Property, an addition to the Town of Little Elm, Denton County, Texas, according to the Plat thereof recorded in County Clerk # 2014-420, Land Records, Denton County, Texas, and being more particularly described by metes and bounds:

COMMENCING from 5/8 inch iron rod with cap stamped "KHA" found lying on the northerly right-of-way line of FM 720 (Eldorado Parkway) (variable width right-of-way) and the northwesterly right-of-way line of Pecan Drive (60 foot right-of-way), also being a southeasterly corner of Lot 2, Block A, Elm Little Property;

THENCE North 88 degrees 40 minutes 19 seconds West, along the southerly line of said Lot 2, Block A, common with the northerly line of said FM 720 (Eldorado Parkway), a distance of 900.10 feet to a 5/8 inch rod with cap stamped "KHA" found for the northerly corner of Lot 3, Block A, of said Elm Little Property;

BEGINNING at 5/8 inch iron rod with cap stamped "KHA" found,

THENCE North 88 degrees 40 minutes 19 seconds West, along the southerly line of said Lot 2, Block A, common with the northerly line of said FM 720 (Eldorado Parkway), a distance of 196.07 feet to a 5/8 inch rod with cap stamped "KHA" found for the southeasterly corner of Lot 2, Block A, of said Retail FM 720 Addition,

THENCE over and across said Lot 3, Block A the following courses and distance as follow:

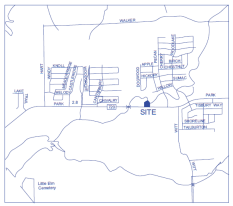
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VICINITY MAP - NOT TO SCALE



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SCALE 1"=30'

GENERAL NOTES

1) According to the F.I.R.M. No. 48121C0420G, the subject property lies in Zone X and does not lie within a Flood Prone Hazard Area as shown per LOMR #11-06-2132P dated 06/14/2011.

2) Bearings are based upon the Texas State Plane Coordinate System, Texas North Central Zone, (4202) North American Datum of 1983, (2011)

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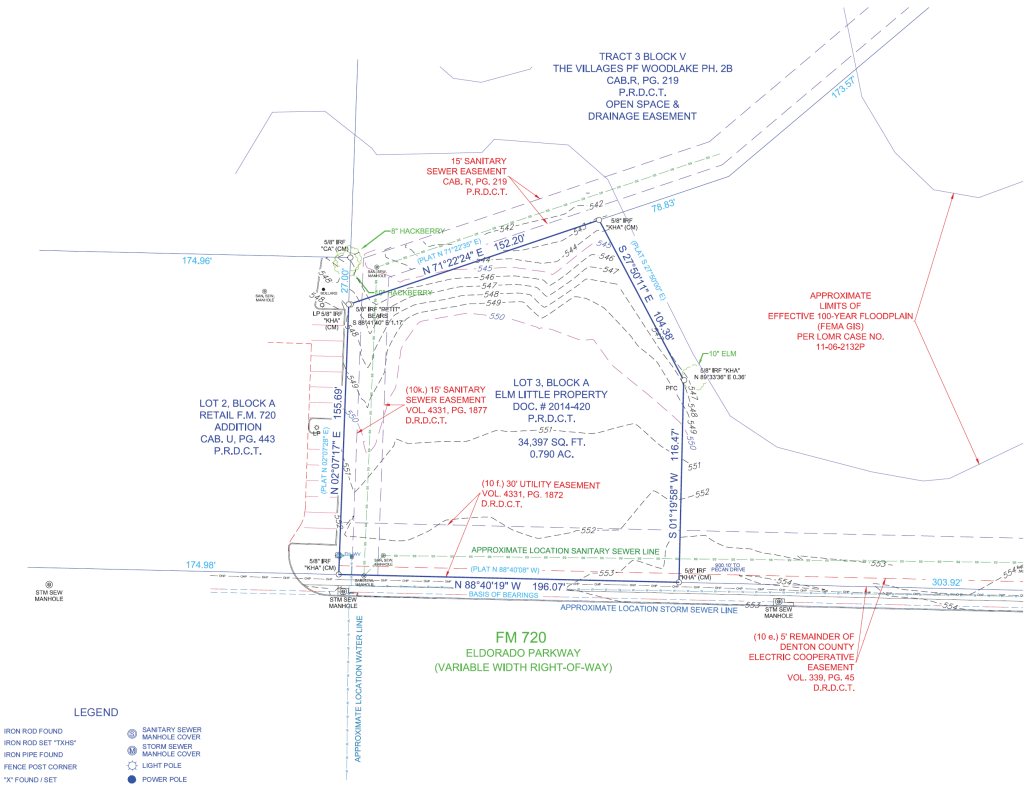
PROPERTY DESCRIPTION

Lot 3, Block A, Elm Little Property, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in County Clerk's File No. 2014-420, Land Records of Denton County, Texas.

EXCEPTIONS TO THE TITLE COMMITMENT

AS RELIED UPON AND PROVIDED BY REPUBLIC TITLE OF TEXAS AND FIRST AMERICAN TITLE INSURANCE COMPANY G.F. NO. 1002-259592-RTT WITH AN EFFECTIVE DATE OF AUGUST 01, 2018 AND AN ISSUED DATE OF AUGUST 20, 2018.

Exception No.	Recording Information	DESCRIPTION OF EASEMENT	Applies to Subject tract	Shown Graphically on Attached Survey Plat
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10 k.	VOL. 4331, PG. 1877	Easement to City of Little Elm.	YES	YES
10 l.	DOC# 2014-420	All Easements & Building Lines as shown Plat of Elm Little Property	YES	YES



LEGEND

- IRON ROD FOUND
- IRON ROD SET "TXHS"
- IRON PIPE FOUND
- FENCE POST CORNER
- "X" FOUND / SET
- ELECTRIC METER
- WM WATER METER
- CM CONTROLLING MONUMENTS
- OHP OVERHEAD POWER LINE
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- POWER POLE
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NO ON-SITE PARKING
NO ZONING INFORMATION
PROVIDED BY CLIENT AT THE TIME SURVEY WAS COMPLETED.

SURVEYOR'S CERTIFICATE

To: Lokesh Prasad, Elm Little, LP, 3P Little Elm, Republic Title of Texas, Inc., and First American Title Insurance Company in connection with the transaction described in GF# 1002-259592-RTT.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 6(a)(b), 7(a) 8, 9, 11, 13, 14, 16, 17, 19 of Table A thereof. The Field work was completed on: September 13, 2018.

Gary E. Johnson
Registered Professional Land Surveyor No. 5299

STATE OF TEXAS · REGISTERED · GARY E. JOHNSON · NO. 5299 · PROFESSIONAL LAND SURVEYOR

TEXAS HERITAGE SURVEYING, LLC

10610 Metric Drive, Suite 124, Dallas, TX 75243
Office 214-340-9700 Fax 214-340-9710
txheritage.com
Firm #10169300

ALTA/NSPS SURVEY

ELDORADO PARKWAY
LOT 3, BLOCK A
ELM LITTLE PROPERTY
ALLEN VESTAL SURVEY, ABSTRACT NO. 1312
A.W. ROBERTSON SURVEY, ABSTRACT NO. 1134
CITY OF LITTLE ELM, DENTON COUNTY, TEXAS

DATE: 09/25/2018 / REVISED: 10/02/2018 / JOB # 1802750-2 / SCALE - 1" = 30' JWR

EXHIBIT B

3P Elm PD Ordinance

3P ELM
SITE DEVELOPMENT PLANS

TOWN OF LITTLE ELM, TEXAS

Sheet List Table	
SHEET NUMBER	SHEET TITLE
C0.00	COVER SHEET
C1.00	DIMENSIONAL CONTROL PLAN
C1.10	PAVING PLAN
C1.20	FIRE PROTECTION PLAN
C2.00	GRADING PLAN
C3.00	UTILITY PLAN
C4.00	EROSION CONTROL PLAN
C4.10	EROSION CONTROL DETAILS
C5.00	DETAIL SHEET
C5.10	DETAIL SHEET
C5.20	DETAIL SHEET
C5.30	DETAIL SHEET
C5.40	DETAIL SHEET
A4	ELEVATIONS
L1.0	LANDSCAPE NOTES & DETAILS
L2.0	LANDSCAPE PLAN

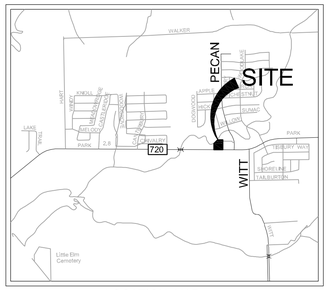
OWNER/DEVELOPER:
3P LITTLE ELM LLC
5431 BEACON HILL DR
FRISCO, TEXAS 75034
PHONE: 214-838-4198
EMAIL: LOKESHP@HOTMAIL.COM

CIVIL ENGINEER:
RAO VASAMSETTI, P.E.
RAO'S CONSULTING ENGINEERS, LLC
P.O.BOX 592991
SAN ANTONIO, TX 78258
PHONE: 210-549-7557
EMAIL: RAO@RAOSENGINEERING.COM

ACRES: 0.79 ACRES

SUBMITTAL DATE: 01/27/2021

LEGAL DESCRIPTION: LOT 3, BLOCK A, ELM LITTLE PROPERTY, AN ADDITION TO THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN COUNTY CLERK'S FILE NO. 2014-420, LAND RECORDS OF DENTON COUNTY, TEXAS.



LOCATION MAP
NOT TO SCALE

10/21/2022
STATE OF TEXAS
RAO S. VASAMSETTI
104346
LICENSED PROFESSIONAL ENGINEER

PRIMARY CONTACT PERSON: RAO VASAMSETTI, P.E.

RCE RAO'S CONSULTING ENGINEERS
TXPE F#0001765
P.O. BOX. 592991 SAN ANTONIO TX.78258
PHONE: 210.549.7557. FAX:512.856.4595
ww.raosengineering.com

REVISION #	DESCRIPTION	DATE

PERMIT SET

PROJECT DESCRIPTION:
3P ELM
1728 E ELDORADO PKWY,
LITTLE ELM, TX 75068

TITLE:
COVER SHEET

DATE : 07/20/22	JOB NO. 2019-768
DESIGNED BY : RV	DRG NO C0.00
DRAWN BY : MO	
CHECKED BY : RV	

Date: Oct 24, 2022, 8:14am User ID: vasin Layout: COVER SHEET
File: P:\SHARED J FILES\Projects\Denton County\3P ELM - Retail\Project\Design\Civil\Fixtures sheets\SHEETS.dwg Layout name: COVER SHEET

ACRES: 0.79 ACRES

LOT 3, BLK A, ELM PROPERTY SUBDIVISION

ABSTRACT NO.: 1312

SURVEY: ALLEN VESTAL SURVEY

SUBMITTAL DATE: 01/27/2021

BENCHMARK "A"

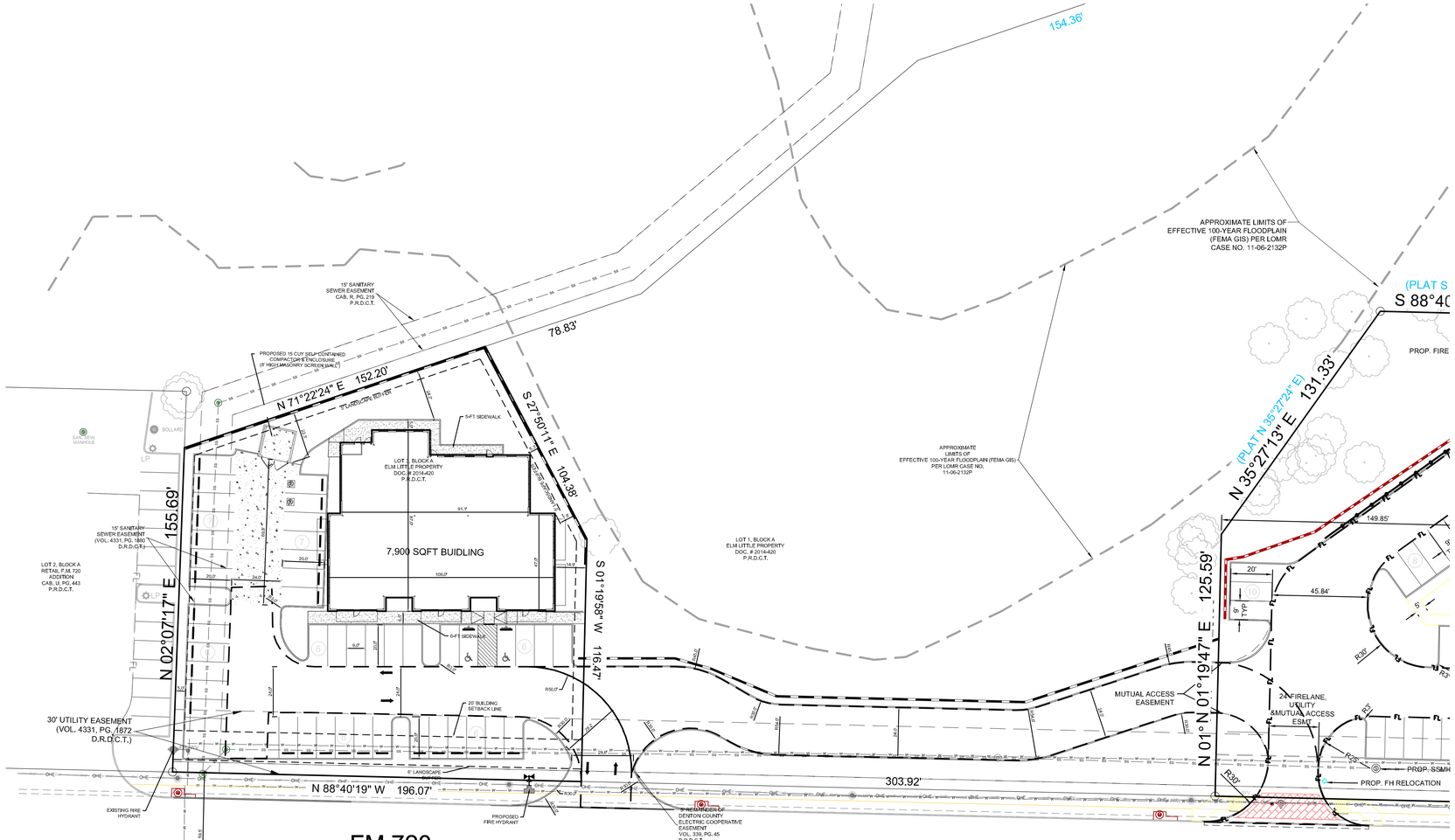
DESCRIPTION
"X" MARK ON FIRE HYDRANT
N:7111817.12
E: 2455948.39

ELEVATION =552.14'

NOTE:
PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR IS TO VERIFY THE BENCHMARK DEPICTED ON THIS DRAWING AND REPORT ANY DISCREPANCIES IN THE ELEVATION OR DESCRIPTION TO THE CIVIL ENGINEER IMMEDIATELY.

DIMENSIONAL CONTROL NOTES:

1. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO THE START OF CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING ALL HORIZONTAL AND VERTICAL CONTROL PER THE CONSTRUCTION DRAWINGS.
3. UNLESS OTHERWISE NOTED, THE CONTRACTOR SHALL USE THE PROPERTY PINS FOR HORIZONTAL CONTROL POINTS. BENCHMARKS ARE NOT TO BE USED FOR HORIZONTAL CONTROL.
4. ALL DIMENSIONAL CONTROL POINTS AND DIMENSIONS ARE TO THE FACE OF CURB. ALL DIMENSIONS ARE PERPENDICULAR TO THE POINT OF REFERENCE.
5. REFER TO THE ARCHITECTURAL AND STRUCTURAL PLANS FOR ADDITIONAL DIMENSIONAL CONTROL INFORMATION. ONLY MINIMUM BUILDING AND PROPERTY CONTROL POINTS ARE PROVIDED ABOVE.
6. CURB RADII ARE 3' UNLESS OTHERWISE NOTED ON THE DRAWINGS.
7. ALL CURBS WITHIN PRIVATE PROPERTY ARE 6" HIGH AND ALL CURBS WITHIN PUBLIC RIGHT-OF-WAY ARE 6" HIGH EXCEPT AT CURB RAMPS OR SPECIFICALLY NOTED OTHERWISE.



SITE DATA SUMMARY CHART

SITE DATA SUMMARY	EXISTING	PROPOSED
EXISTING ZONING	PD-LC through Ord No. 1643	PD - LIGHT COMMERCIAL
LAND USE DESIGNATION	RETAIL/COMMERCIAL	RETAIL
GROSS ACREAGE	0.79	
NET ACREAGE	0.79	
NUMBER OF PROPOSED LOTS	1	
PERCENTAGE OF SITE COVERAGE		80% (27,529 SF)
AREA OF OPEN SPACE		0
PERCENTAGE OF OPEN SPACE		0%
PERCENTAGE OF LANDSCAPE		20% (6,882 SF)
AREA OF IMPERVIOUS COVERAGE		27,529 SF
PERCENTAGE OF IMPERVIOUS COVERAGE		80% (27,529 SF)
PROPOSED BUILDING AREA (SQUARE FOOTAGE FOOTPRINT)		7,900 SF
NUMBER OF SINGLE-STORY BUILDINGS		1
NUMBER OF TWO-STORY BUILDINGS		0
MAXIMUM BUILDING HEIGHT		21-FT - 4-INCH
PROPOSED FLOOR AREA		7,900 SF
PROPOSED FLOOR AREA BY USE		RETAIL
REQUIRED PARKING (1:200 SQFT.)		40
PROVIDED PARKING		47
STANDARD		43
HANDICAP		2
ELECTRIC VEHICLE CHARGE POINTS		2
TOTAL		47
INVENTORY PARKING		-
REQUIRED LOADING SPACES		NONE
PROVIDED LOADING SPACES		NONE
AREA OF OUTSIDE STORAGE		NONE
PERCENTAGE OF OUTSIDE STORAGE		0

GENERAL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ALL NECESSARY PERMITS BEFORE BEGINNING CONSTRUCTION.
2. ALL DIMENSIONS ARE TO FACE OF CURB TO CENTER OF PAINT STRIPING, OR PERPENDICULAR TO THE PROPERTY LINE. ALL RADII ARE TO FACE OF CURB.
3. ALL CURB RADII ARE 3', UNLESS OTHERWISE NOTED.
4. COORDINATE CONTROL FOR PARKING DRIVES, DRIVEWAYS, AND ISLANDS IS AS SHOWN. NO OFFSETS FROM FACE OF CURB OR BUILDINGS ARE GIVEN.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING TO ITS ORIGINAL OR BETTER CONDITION ANY DAMAGE DONE TO EXITING UTILITIES, FENCES, PAVEMENT, CURBS, DRIVEWAYS, SIDEWALKS, OR SIGNS.
6. CONTRACTOR SHALL PRESERVE ALL PROPERTY CORNER PINS/RODS, CONTROL POINTS, AND BENCHMARKS. IF ANY ARE DESTROYED OR REMOVED BY THE CONTRACTOR OR HIS EMPLOYEES, THEY SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
7. THE BOUNDARY/TOPO SURVEY SHALL BE CONSIDERED A PART OF THE CONTRACT DOCUMENTS.
8. ALL CURBS ARE 6" HIGH, UNLESS OTHERWISE NOTED.
9. ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THE SCOPE OF THIS CONTRACT SHALL CONFORM TO ALL APPLICABLE CITY OF FLORESVILLE AND WILSON COUNTY SPECIFICATIONS.
10. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. ANY UTILITIES, WHETHER SHOWN ON THE PLANS OR NOT, DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING.
12. ALL CONCRETE SHALL BE 4,000 P.S.I. UNLESS OTHERWISE NOTED.
13. PROPOSED PARKING LOT STRIPING SHALL BE 4" SOLID YELLOW STRIPING UNLESS NOTED OTHERWISE. REFERENCE DETAIL SHEET FOR STRIPED ISLANDS.
14. REFERENCE LANDSCAPE PLANS FOR LANDSCAPING.
15. ALL PAVEMENT MARKINGS AND SIGNAGE OF ACCESSIBLE PARKING AREAS SHALL BE IN ACCORDANCE WITH THE MOST CURRENT TAS AND ADA STANDARDS.
16. FIRE LANES SHALL BE PROVIDED IN ACCORDANCE WITH LITTLE ELM
17. REQUIREMENTS AND SHALL HAVE A MIN. INSIDE TURNING RADIUS OF 30', UNLESS OTHERWISE NOTED.
18. FIRE HYDRANTS SHALL BE PROVIDED IN ACCORDANCE WITH LITTLE ELM REQUIREMENTS.
19. ALL SCREENING WILL BE PROVIDED IN ACCORDANCE WITH LITTLE ELM REQUIREMENTS.
20. FINAL SIDEWALK DESIGN SHALL BE PROVIDED IN ACCORDANCE WITH APPROVED ZONING.

SITE PLAN

ELM LITTLE PROPERTY
BLOCK 'A' LOT 3
0.79 ACRES, ALLEN VESTAL SURVEY, ABSTRACT NO. 1312
A.W. ROBERTSON SURVEY, ABSTRACT NO. 1134

LOT 3, BLOCK A, ELM LITTLE PROPERTY, AN ADDITION TO THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN COUNTY CLERK'S FILE NO. 2014-420, LAND RECORDS OF DENTON COUNTY, TEXAS.

OWNER/DEVELOPER:
3P LITTLE ELM LLC
5431 BEACON HILL DR
FRISCO, TEXAS 75034
PHONE: 214-838-4198
EMAIL: LOKESHP@HOTMAIL.COM

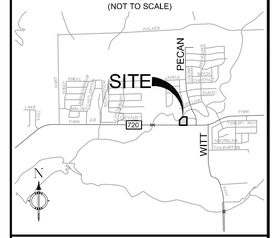
CIVIL ENGINEER:
RAO VASAMSETTI, P.E.
RAO'S CONSULTING ENGINEERS, LLC
P.O.BOX 592991
SAN ANTONIO, TX 78258
PHONE: 210-549-7557
EMAIL: RAO@RAOSENGINEERING.COM

PERMIT SET

REV. NO.	DESCRIPTION	DATE

Notes:

LOCATION MAP
(NOT TO SCALE)



LEGEND

- PROPOSED CONCRETE HEADER CURB
- PROPOSED CONCRETE CURB
- EXISTING CONCRETE CURB
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- FIRE DEPARTMENT CONNECTION
- PROPOSED REMOTE FIRE DEPARTMENT CONNECTION
- MISC. TRAFFIC SIGN
- GUARD POST
- EXISTING WATER VALVE
- PROPOSED WATER VALVE
- LIGHT POLE
- POWER POLE
- TRAFFIC LIGHT
- ACCESSIBLE PARKING
- ELECTRIC VEHICLE CHARGE STATION
- EXISTING CONCRETE AREAS
- WHEELSTOP
- EXISTING FENCE
- PROPOSED FENCE
- EXISTING OVERHEAD ELECTRIC
- RETAINING WALL
- SAWTOOTH CURB
- SINGLE LAMP LIGHT POLE
- RADIUS LINES REPRESENTS THE TRAVEL PATH OF THE FIRE TRUCK FOR FIRE DEPARTMENT REVIEW ONLY.

N W E S

30' 15' 0' 30' 60'
SCALE 1" = 30'

SIGNATURE/SEAL

10/21/2022
STATE OF TEXAS
RAO S. VASAMSETTI
104346
LICENSED PROFESSIONAL ENGINEER

RCE RAO'S CONSULTING ENGINEERS
TXPE FIRM#17555
P.O. BOX. 592991 SAN ANTONIO TX 78258
PHONE: 210.549.7557, FAX:512.806.4095
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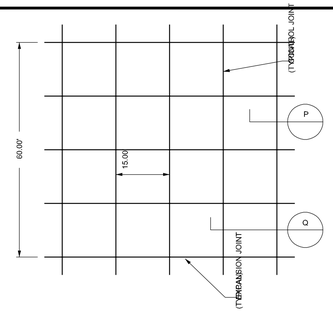
PROJECT DESCRIPTION:

3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

TITLE:

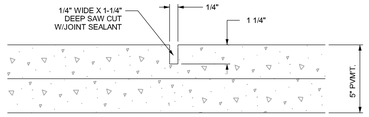
SITE PLAN

DATE : 10/21/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO
DRAWN BY : MO	C1.00
CHECKED BY : RV	



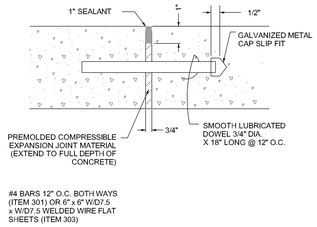
1 TYPICAL JOINT LAYOUT

N.T.S



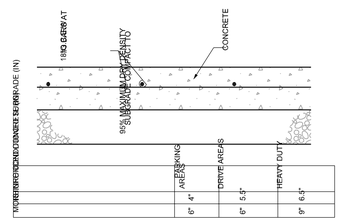
2 CONTROL JOINT

N.T.S



3 DOWELLED EXPANSION JOINT

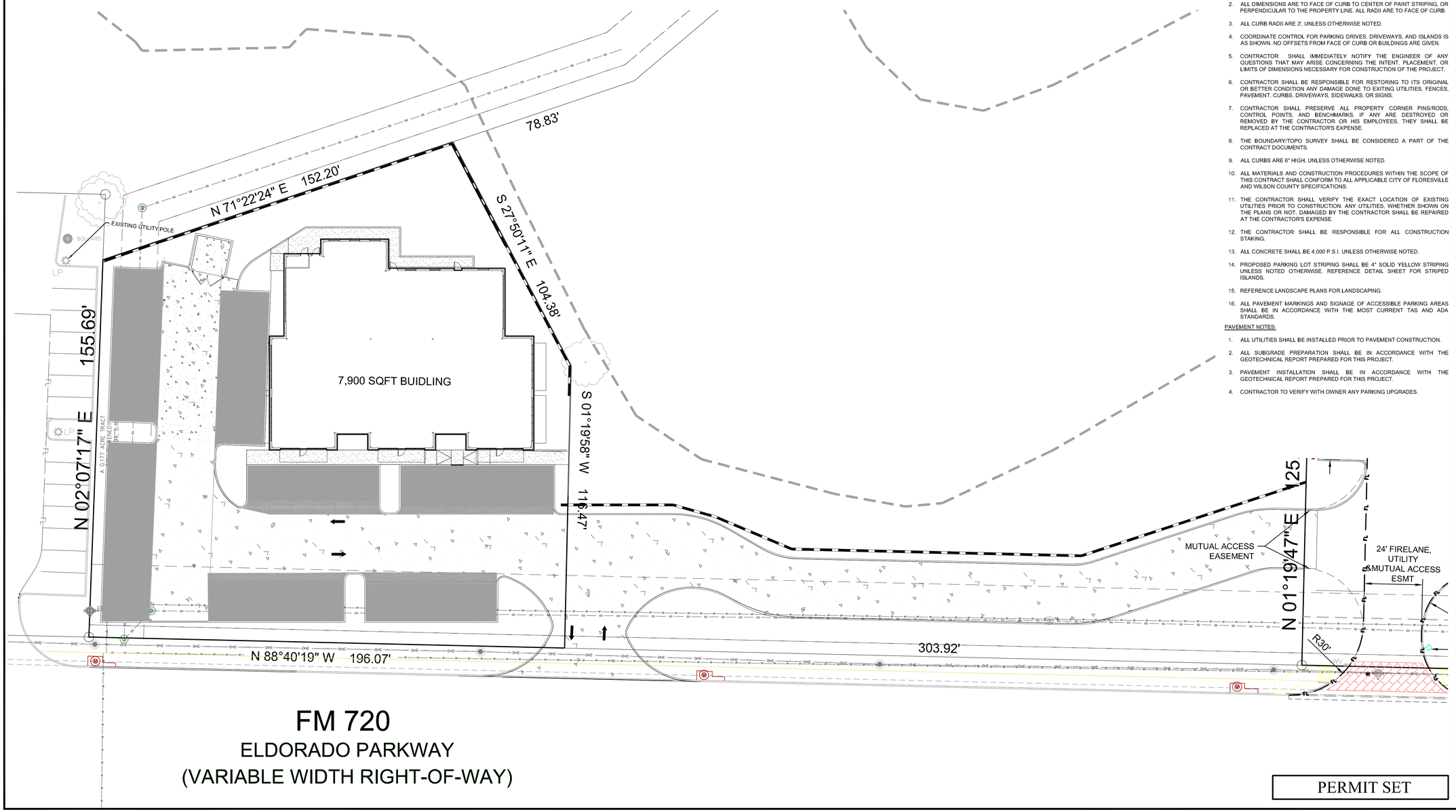
N.T.S



REF: GEOTECH REPORT BY

4 CONCRETE PAVEMENT

N.T.S



PERMIT SET

KEY NOTES:

1. CURB RAMP @ 12:1 MAX SLOPE
2. ACCESSIBLE SIGN AND WHEEL STOP
3. PROPOSED BOLLARD/GUARD POST CONFIRM EXACT LOCATION WITH CONSTRUCTION MANAGER
4. ASPHALT TO CONCRETE JUNCTION
5. MATCH EXISTING TOP OF PAVEMENT AND/OR TOP OF CURB ELEVATIONS
6. PROPOSED 4" SINGLE SOLID YELLOW STRIPE (TYP.)
7. PROPOSED 4" WIDE YELLOW STRIPE, 24" O.C.
8. PROPOSED LIGHT DUTYPAVEMENT
9. PROPOSED HEAVY DUTY PAVEMENT
10. PROPOSED 8" CONCRETE PAVEMENT
11. CONTRACTOR TO DOWEL IN PROPOSED CONCRETE PAVEMENT. SEE CONCRETE TO CONCRETE JUNCTION DETAIL ON THIS SHEET.
12. PROPOSED CONCRETE SIDEWALK
13. PROPOSED ADA PARKING STRIPING AND SYMBOLS
14. PROPOSED DRIVE THRU CLEARANCE SIGN
15. PROPOSED DIRECTIONAL ARROWS
16. TRUCK WHEEL STOP
17. LIMITS OF PROPOSED PAVING

GENERAL NOTES:

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3. ALL CURB RADII ARE 3', UNLESS OTHERWISE NOTED.
4. COORDINATE CONTROL FOR PARKING DRIVES, DRIVEWAYS, AND ISLANDS IS AS SHOWN. NO OFFSETS FROM FACE OF CURB OR BUILDINGS ARE GIVEN.
5. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY QUESTIONS THAT MAY ARISE CONCERNING THE INTENT, PLACEMENT, OR LIMITS OF DIMENSIONS NECESSARY FOR CONSTRUCTION OF THE PROJECT.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING TO ITS ORIGINAL OR BETTER CONDITION ANY DAMAGE DONE TO EXITING UTILITIES, FENCES, PAVEMENT, CURBS, DRIVEWAYS, SIDEWALKS, OR SIGNS.
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8. THE BOUNDARY/TOPO SURVEY SHALL BE CONSIDERED A PART OF THE CONTRACT DOCUMENTS.
9. ALL CURBS ARE 6" HIGH, UNLESS OTHERWISE NOTED.
10. ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THE SCOPE OF THIS CONTRACT SHALL CONFORM TO ALL APPLICABLE CITY OF FLORESVILLE AND WILSON COUNTY SPECIFICATIONS.
11. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. ANY UTILITIES, WHETHER SHOWN ON THE PLANS OR NOT, DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
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13. ALL CONCRETE SHALL BE 4,000 P.S.I. UNLESS OTHERWISE NOTED.
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15. REFERENCE LANDSCAPE PLANS FOR LANDSCAPING.
16. ALL PAVEMENT MARKINGS AND SIGNAGE OF ACCESSIBLE PARKING AREAS SHALL BE IN ACCORDANCE WITH THE MOST CURRENT TAS AND ADA STANDARDS.

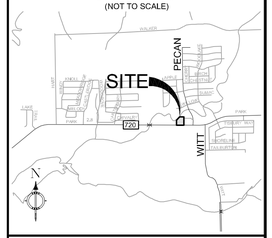
PAVEMENT NOTES:

1. ALL UTILITIES SHALL BE INSTALLED PRIOR TO PAVEMENT CONSTRUCTION.
2. ALL SUBGRADE PREPARATION SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT PREPARED FOR THIS PROJECT.
3. PAVEMENT INSTALLATION SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT PREPARED FOR THIS PROJECT.
4. CONTRACTOR TO VERIFY WITH OWNER ANY PARKING UPGRADES.

REV. NO.	DESCRIPTION	DATE

Notes:

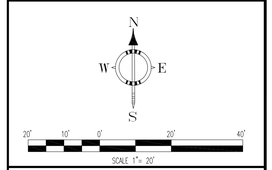
LOCATION MAP
(NOT TO SCALE)



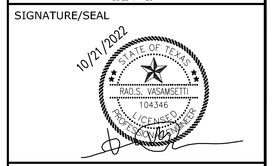
LEGEND

PROPOSED 5" CONCRETE PAVEMENT

PROPOSED 6" CONCRETE PAVEMENT



SIGNATURE/SEAL



RCE RAO'S CONSULTING ENGINEERS
TXPE FIRM#17055
P.O. BOX. 592991 SAN ANTONIO TX 78258
PHONE: 210.549.7557. FAX:512.856.4595
ww.raosengineering.com

PROJECT DESCRIPTION:

3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

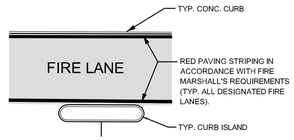
TITLE:

PAVING PLAN

DATE : 10/21/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO C1.10
DRAWN BY : MO	
CHECKED BY : RV	

NOTE

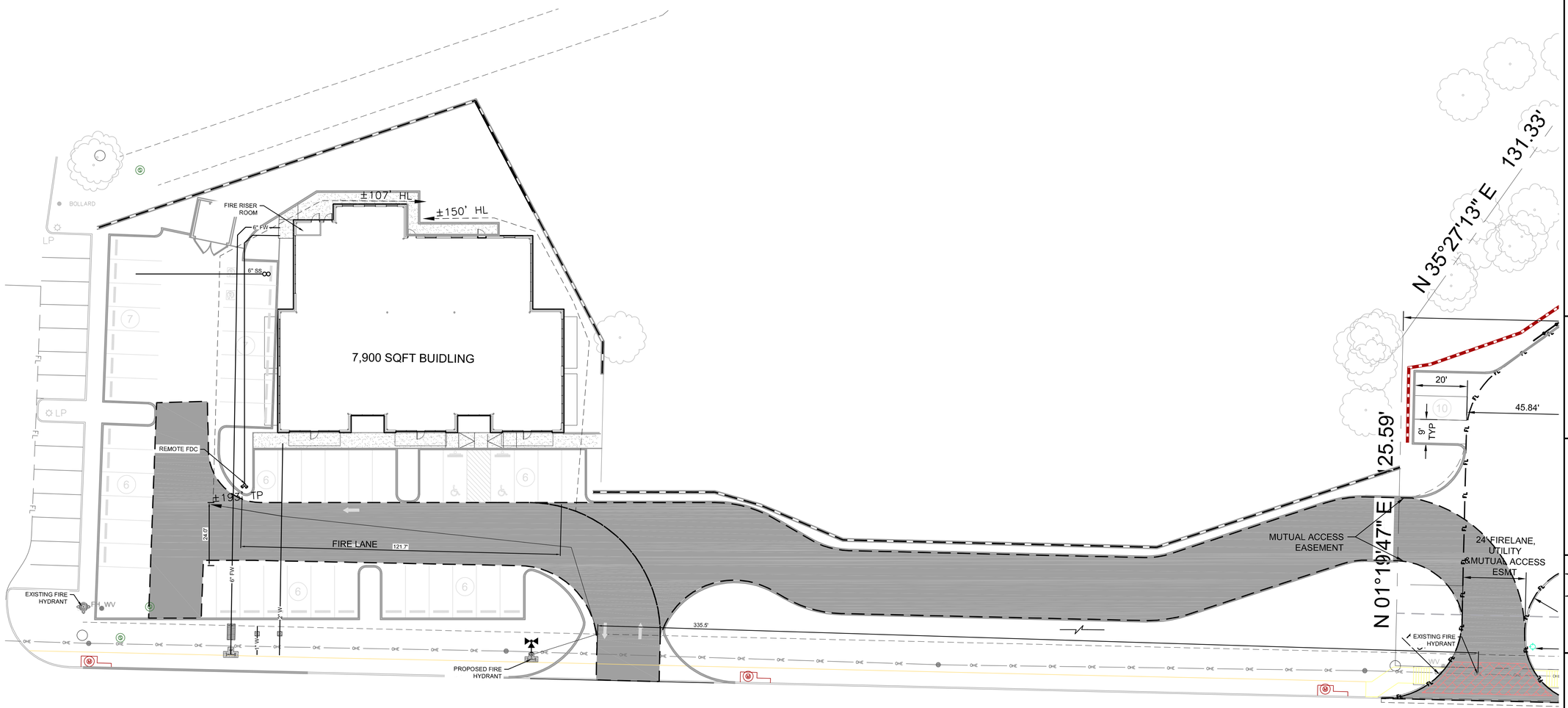
1. CONTRACTOR TO COORDINATE WITH COUNTY FIRE MARSHALL'S OFFICE & CITY OF FLORESVILLE AT BEGINNING OF CONSTRUCTION TO DETERMINE NUMBER AND LOCATION OF REQUIRED FIRE RELATED SIGNAGE PAINTING & STRIPING- INCLUDE THIS COST WITH BIDS.
2. WATER SUPPLY FOR FIRE PROTECTION SHALL BE MADE OPERATIONAL PRIOR TO COMBUSTIBLE MATERIAL ARRIVING ON SITE.
3. FIRE HYDRANTS SHALL BE RED IN COLOR AS PER SAWS REQUIREMENTS
4. ALL FDC CAPS SHALL HAVE KNOX LOCKS.
5. CONSTRUCTION ENTRANCE SHALL BE CAPABLE OF SUPPORTING VEHICLE LOADING UNDER ALL WEATHER CONDITIONS.



TYPICAL FIRE LANE DETAIL

N.T.S

(OPTIONAL AT FIRE MARSHALLS DISCRETION)



FM 720

ELDORADO PARKWAY

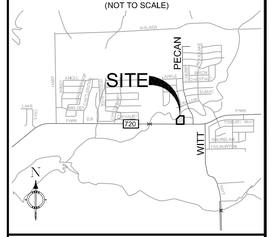
(VARIABLE WIDTH RIGHT-OF-WAY)

PERMIT SET

REV. NO.	DESCRIPTION	DATE

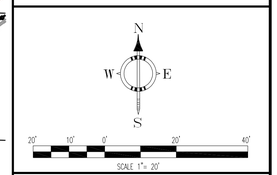
Notes:

LOCATION MAP
(NOT TO SCALE)



LEGEND

- FIRE LANE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- RADIUS LINES REPRESENTS THE TRAVEL PATH OF THE FIRE TRUCK FOR FIRE DEPARTMENT REVIEW ONLY.
- HOSE PULL BY TRUCK 350' MAX (NON-SPRINKLERED BLDG) 550' MAX (SPRINKLERED BLDG)
- HOSE LAY 150' MAX BY HAND (NON-SPRINKLERED BLDG.) 200' MAX BY HAND (SPRINKLERED BLDG
- HL HOSE LAY
- TP TRUCK PULL
- TP TRUCK PULL
- PROPOSED REMOTE FIRE DEPARTMENT CONNECTION (FDC)



SIGNATURE/SEAL



RCE RAO'S CONSULTING ENGINEERS
TXPE FIRM#17595
P.O. BOX. 592391 SAN ANTONIO TX 78258
PHONE: 210.549.7557. FAX:512.856.4595
ww.raosengineering.com

PROJECT DESCRIPTION:

3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

TITLE:

FIRE PROTECTION PLAN

DATE : 10/21/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO
DRAWN BY : MO	C1.20
CHECKED BY : RV	

NOTE:

ALL THE SPOT ELEVATION SHOULD BE ADD 400.00 TO THE ELEVATION SHOWN.

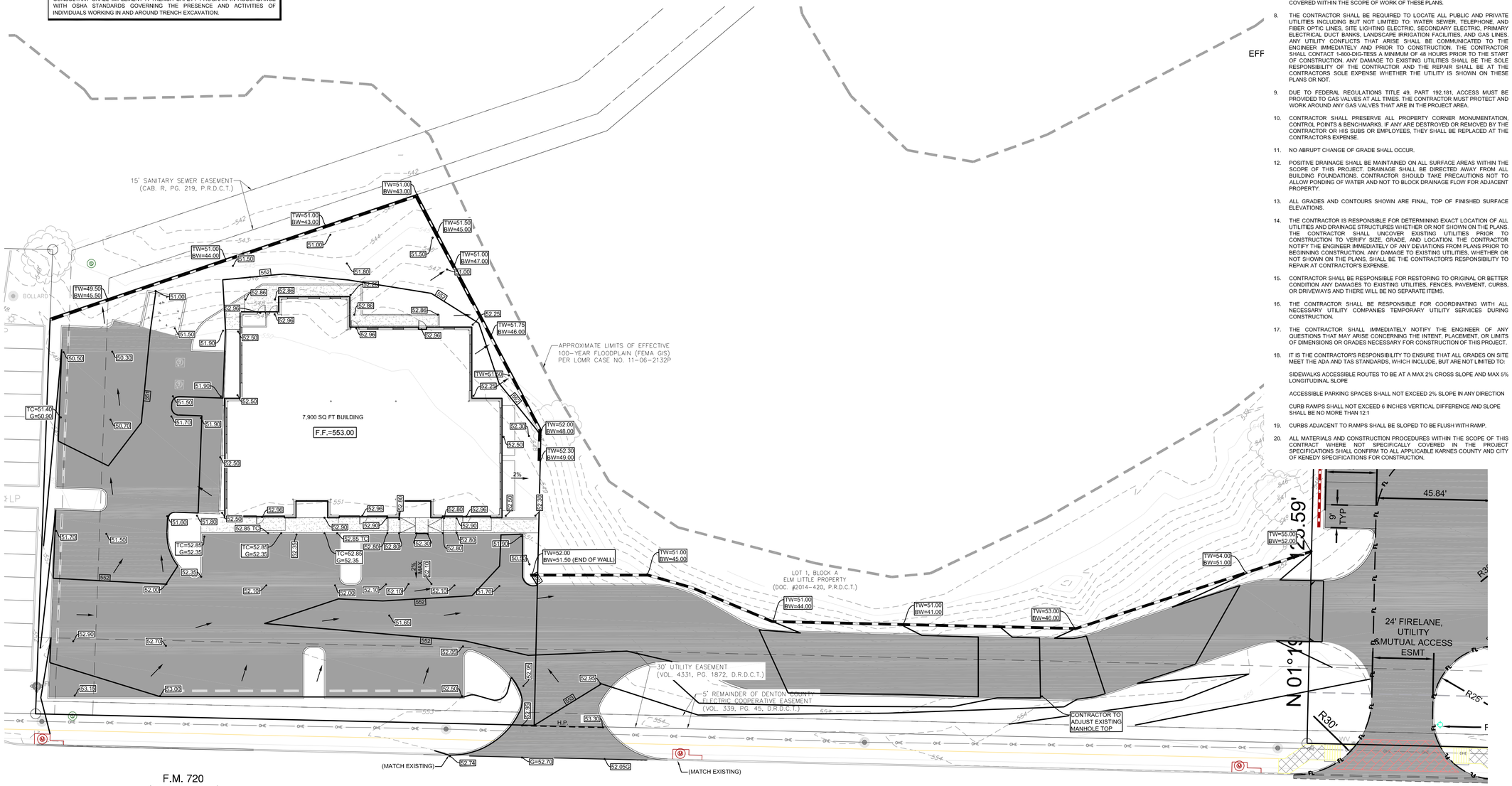
IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROPERLY PLAN AND CONSIDER EXISTING AND PROPOSED DRAINAGE PATTERNS DURING THE CONSTRUCTION OF THE PROJECT. IN ORDER TO ACCOMPLISH THIS, IT MAY BE NECESSARY TO PHASE THE GRADING, CONSTRUCT TEMPORARY BERMS AND SWALES WHILE FACTORING IN SURROUNDING CONDITIONS TO PROPERLY DIRECT AND CONTROL SURFACE RUNOFF. ADDITIONALLY, THE CONTRACTOR SHOULD TAKE INTO ACCOUNT THE TIMING OF CONSTRUCTING PONDS, CHANNELS AND STORM DRAINAGE SYSTEMS.

TRENCH EXCAVATION SAFETY PROTECTION

CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURAL DESIGN/GEOTECHNICAL/SAFETY EQUIPMENT CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND ANY AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITES WITHIN THE PROJECT WORK AREA IN ORDER TO IMPLEMENT CONTRACTOR'S TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS, PROGRAMS AND/OR PROCEDURES FOR THE PROJECT DESCRIBED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR'S IMPLEMENTATION OF THESE SYSTEMS, PROGRAMS AND/OR PROCEDURES SHALL PROVIDE FOR ADEQUATE TRENCH EXCAVATION SAFETY PROTECTION THAT COMPLY WITH AS A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION.

GRADING NOTES:

1. SITE PREPARATION, GRADING, EXCAVATION AND FILL SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT GEOTECHNICAL REPORT AND SPECIFICATIONS.
2. ALL SELECT FILL MATERIAL PROVIDED SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACING AND COMPACTING.
3. ALL ELEVATIONS AND PROPOSED CONTOURS SHOWN ON THIS GRADING PLAN REFLECT FINISHED GRADES. THE THICKNESS OF PAVING, BASE, GRASS, TOPSOIL, AND MULCH MUST BE SUBTRACTED TO OBTAIN SUBGRADE ELEVATIONS.
4. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY QUESTIONS THAT MAY ARISE CONCERNING THE INTENT, PLACEMENT, OR LIMITS OF DIMENSIONS OR GRADES NECESSARY FOR CONSTRUCTION OF THIS PROJECT.
5. THE CONTRACTOR SHALL VERIFY THE SUITABILITY OF ALL EXISTING AND PROPOSED SITE CONDITIONS INCLUDING GRADES AND DIMENSION BEFORE COMMENCEMENT OF CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES.
6. THE CONTRACTOR SHALL REMOVE TOP SOIL, GRASS, ROOTS, DEBRIS, ETC. AND DISPOSE OFF SITE THOSE MATERIALS NOT SUITABLE FOR EMBANKMENT AND TOPSOIL. CLEAN STRIPPING AND TOPSOIL MAY BE STOCKPILED ON SITE FOR REUSE IN A LOCATION SPECIFIED BY THE OWNER.



F.M. 720
(ELDORADO PARKWAY)
(VARIABLE WIDTH RIGHT-OF-WAY)

FM 720
ELDORADO PARKWAY

BENCHMARK "A"

DESCRIPTION
"X" MARK ON FIRE HYDRANT
N:7111817.12
E: 2455948.39

ELEVATION =552.14'

NOTE:
PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR IS TO VERIFY THE BENCHMARK DEPICTED ON THIS DRAWING AND REPORT ANY DISCREPANCIES IN THE ELEVATION OR DESCRIPTION TO THE CIVIL ENGINEER IMMEDIATELY.

GENERAL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ALL NECESSARY PERMITS BEFORE BEGINNING CONSTRUCTION. NO WORK SHALL BE PERFORMED IN A PUBLIC RIGHT-OF-WAY WITHOUT A PERMIT.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED TESTING, APPROVALS AND ACCEPTANCES REQUIRED TO COMPLETE CONSTRUCTION OF THIS PROJECT.
3. ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THIS SCOPE OF WORK SHALL COMPLY WITH THE PROJECT GEOTECHNICAL REPORT, THE PROJECT SPECIFICATIONS, THE CURRENT APPLICABLE CITY, COUNTY AND/OR TXDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION AND WATER AND SEWER PURVEYOR STANDARD SPECIFICATIONS.
4. CONTRACTOR IS RESPONSIBLE FOR RESTORING TO ITS ORIGINAL OR BETTER CONDITION ANY DAMAGE DONE TO EXISTING UTILITIES, FENCES, PAVEMENT, CURBS, DRIVEWAYS, SIDEWALKS, SIGNS OR OTHER ITEMS INTENDED TO REMAIN.
5. CONTRACTOR SHALL SAW CUT EXISTING PAVEMENT, CURBS AND SIDEWALKS AT NEW PAVEMENT, CURB AND SIDEWALK JUNCTURES. NO JAGGED OR IRREGULAR CUTS WILL BE ACCEPTED.
6. ALL AREA DISTURBED BY CONSTRUCTION SHALL BE REVEGETATED AFTER CONSTRUCTION IS COMPLETE. CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING VEGETATION IN ALL DISTURBED AREAS BY PERIODIC WATERING OR OTHER APPROVED MEANS. REFERENCE LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.
7. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY QUESTIONS THAT MAY ARISE CONCERNING THE INTENT, PLACEMENT OR LIMITS OF ALL ITEMS COVERED WITHIN THE SCOPE OF WORK OF THESE PLANS.
8. THE CONTRACTOR SHALL BE REQUIRED TO LOCATE ALL PUBLIC AND PRIVATE UTILITIES INCLUDING BUT NOT LIMITED TO: WATER SEWER, TELEPHONE, AND FIBER OPTIC LINES, SITE LIGHTING ELECTRIC, SECONDARY ELECTRIC, PRIMARY ELECTRICAL DUCT BANKS, LANDSCAPE IRRIGATION FACILITIES, AND GAS LINES. ANY UTILITY CONFLICTS THAT ARISE SHALL BE COMMUNICATED TO THE ENGINEER IMMEDIATELY AND PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT 1-800-DIG-TESS A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND THE REPAIR SHALL BE AT THE CONTRACTORS SOLE EXPENSE WHETHER THE UTILITY IS SHOWN ON THESE PLANS OR NOT.
9. DUE TO FEDERAL REGULATIONS TITLE 49, PART 192.181, ACCESS MUST BE PROVIDED TO GAS VALVES AT ALL TIMES. THE CONTRACTOR MUST PROTECT AND WORK AROUND ANY GAS VALVES THAT ARE IN THE PROJECT AREA.
10. CONTRACTOR SHALL PRESERVE ALL PROPERTY CORNER MONUMENTATION, CONTROL POINTS & BENCHMARKS. IF ANY ARE DESTROYED OR REMOVED BY THE CONTRACTOR OR HIS SUBS OR EMPLOYEES, THEY SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
11. NO ABRUPT CHANGE OF GRADE SHALL OCCUR.
12. POSITIVE DRAINAGE SHALL BE MAINTAINED ON ALL SURFACE AREAS WITHIN THE SCOPE OF THIS PROJECT. DRAINAGE SHALL BE DIRECTED AWAY FROM ALL BUILDING FOUNDATIONS. CONTRACTOR SHOULD TAKE PRECAUTIONS NOT TO ALLOW PONDING OF WATER AND NOT TO BLOCK DRAINAGE FLOW FOR ADJACENT PROPERTY.
13. ALL GRADES AND CONTOURS SHOWN ARE FINAL, TOP OF FINISHED SURFACE ELEVATIONS.
14. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL UTILITIES AND DRAINAGE STRUCTURES WHETHER OR NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL UNCOVER EXISTING UTILITIES PRIOR TO CONSTRUCTION TO VERIFY SIZE, GRADE, AND LOCATION. THE CONTRACTOR NOTIFY THE ENGINEER IMMEDIATELY OF ANY DEVIATIONS FROM PLANS PRIOR TO BEGINNING CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AT CONTRACTOR'S EXPENSE.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING TO ORIGINAL OR BETTER CONDITION ANY DAMAGES TO EXISTING UTILITIES, FENCES, PAVEMENT, CURBS, OR DRIVEWAYS AND THERE WILL BE NO SEPARATE ITEMS.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH ALL NECESSARY UTILITY COMPANIES TEMPORARY UTILITY SERVICES DURING CONSTRUCTION.
17. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY QUESTIONS THAT MAY ARISE CONCERNING THE INTENT, PLACEMENT, OR LIMITS OF DIMENSIONS OR GRADES NECESSARY FOR CONSTRUCTION OF THIS PROJECT.
18. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL GRADES ON SITE MEET THE ADA AND TAS STANDARDS, WHICH INCLUDE, BUT ARE NOT LIMITED TO:

    SIDEWALKS ACCESSIBLE ROUTES TO BE AT A MAX 2% CROSS SLOPE AND MAX 5% LONGITUDINAL SLOPE

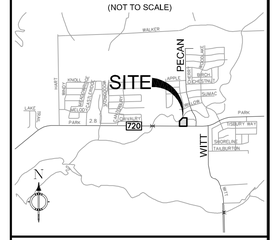
    ACCESSIBLE PARKING SPACES SHALL NOT EXCEED 2% SLOPE IN ANY DIRECTION

    CURB RAMPS SHALL NOT EXCEED 6 INCHES VERTICAL DIFFERENCE AND SLOPE SHALL BE NO MORE THAN 12:1
19. CURBS ADJACENT TO RAMPS SHALL BE SLOPED TO BE FLUSH WITH RAMP.
20. ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THE SCOPE OF THIS CONTRACT WHERE NOT SPECIFICALLY COVERED IN THE PROJECT SPECIFICATIONS SHALL CONFIRM TO ALL APPLICABLE KARNES COUNTY AND CITY OF KENEDY SPECIFICATIONS FOR CONSTRUCTION.

REV. NO.	DESCRIPTION	DATE

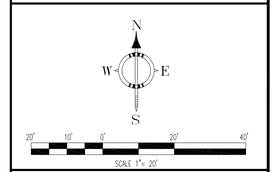
Notes:

LOCATION MAP
(NOT TO SCALE)

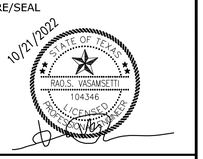


LEGEND

59.50TC / 59.00GU	EXISTING TOP OF CURB AND GUTTER ELEVATIONS
+ 59.00	EXISTING SPOT ELEVATION
300	PROPOSED CONTOUR (REPRESENT FINISHED TOP OF PAVEMENT OR TOPSOIL)
300	EXISTING CONTOUR
	PROPOSED RIDGE
	DEFINED SWALE
	PROPOSED RETAINING WALL
F.F.=307.50	PROPOSED FIN. FLOOR ELEVATION
	OVERLAND FLOW DIRECTION
	BENCHMARK
	GRATE
SD	PROPOSED STORM DRAIN
SD	EXISTING STORM DRAIN
300.00 INV	PROPOSED POND INVERT
300.00 TOW	PROPOSED TOP OF RETAINING WALL
300.00 BOW	PROPOSED BOTTOM OF RETAINING WALL
300.00	PROPOSED SPOT ELEVATION (REPRESENT FINISHED TOP OF PAVEMENT OR TOPSOIL)



SIGNATURE/SEAL



RCE RAO'S CONSULTING ENGINEERS
TXPE FIRM#17555
P.O. BOX. 592991 SAN ANTONIO TX 78258
PHONE: 210.549.7557, FAX:512.806.4095
ww.raosengineering.com

PROJECT DESCRIPTION:

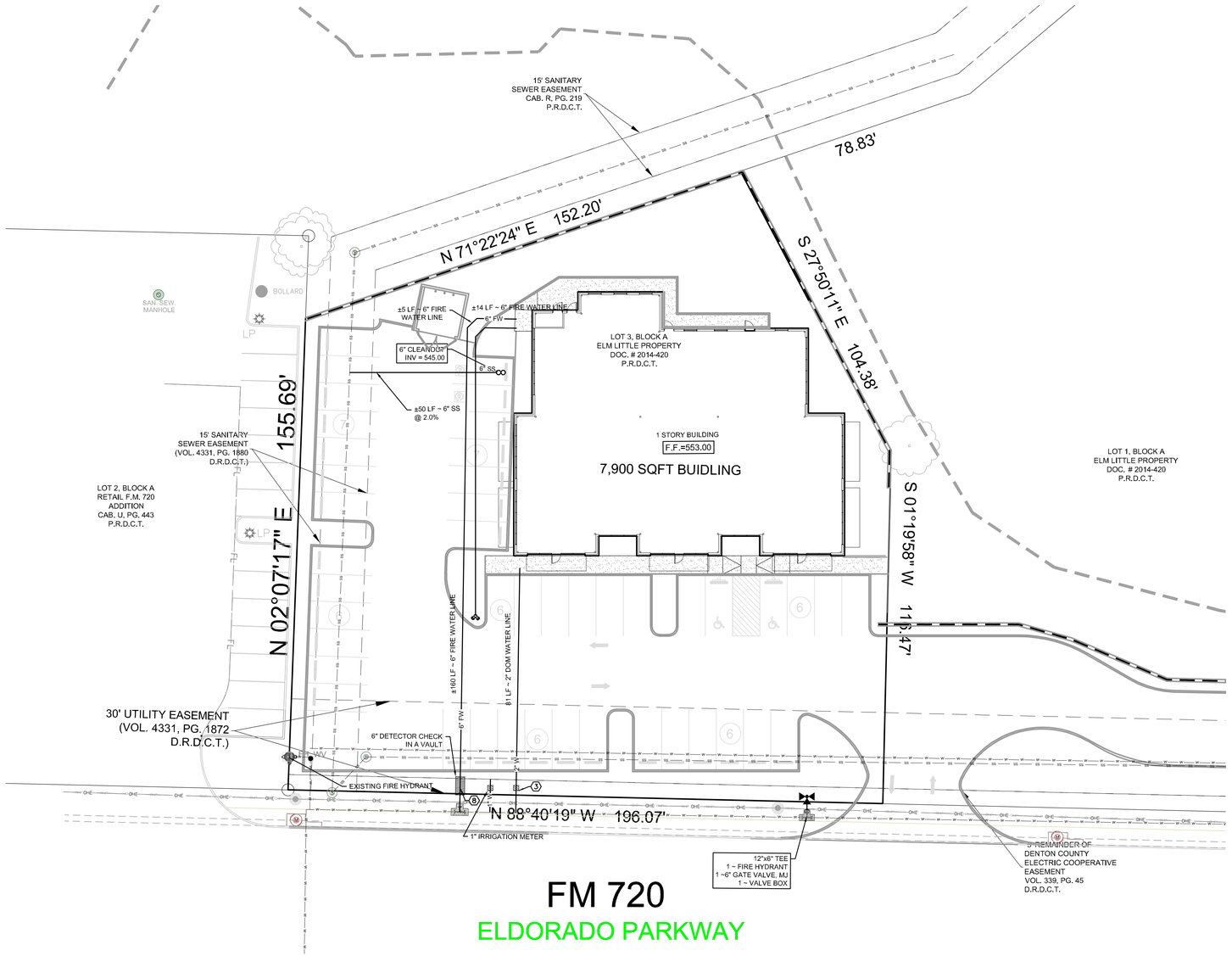
3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

TITLE:

GRADING PLAN

DATE : 10/21/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO C2.00
DRAWN BY : MO	
CHECKED BY : RV	

PERMIT SET



BENCHMARK "A"

DESCRIPTION
'X' MARK ON FIRE HYDRANT
N:7111817.12
E: 2455948.39

ELEVATION =552.14'

NOTE:
PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR IS TO VERIFY THE BENCHMARK DEPICTED ON THIS DRAWING AND REPORT ANY DISCREPANCIES IN THE ELEVATION OR DESCRIPTION TO THE CIVIL ENGINEER IMMEDIATELY.

UTILITY NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ALL NECESSARY PERMITS BEFORE BEGINNING CONSTRUCTION.
2. ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THE SCOPE OF THIS CONTRACT SHALL CONFORM TO ALL APPLICABLE TOWN OF LITTLE ELM RULES AND REQUIREMENTS.
3. THE LOCATIONS AND DEPTHS OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATELY ONLY. ACTUAL LOCATIONS AND DEPTHS OF UTILITIES MUST BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO LOCATE UTILITY SERVICE LINES AS REQUIRED FOR CONSTRUCTION AND TO NOTIFY THE ENGINEER IMMEDIATELY OR ANY CONFLICTS. ANY DAMAGE BY THE CONTRACTOR TO EXISTING UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE CONTRACTOR'S RESPONSIBILITY TO REPAIR AT HIS EXPENSE.
4. CONTRACTOR SHALL VERIFY EXACT LOCATION OF UNDERGROUND UTILITIES AND DRAINAGE SYSTEMS WHETHER OR NOT SHOWN PLANS.
5. ALL UTILITIES SHALL BE INSTALLED PRIOR TO PAVEMENT CONSTRUCTION.
6. ALL UTILITY CONNECTIONS SHALL BE COORDINATED WITH THE MECHANICAL, ELECTRICAL AND PLUMBING PLANS. CONTRACTOR TO NOTIFY ENGINEER OF ANY CONFLICTS PRIOR TO CONSTRUCTION.
7. CONTRACTOR SHALL INSTALL ANDY BENDS, FITTINGS OR PIPE IN THE WATER LINE AS REQUIRED TO AVOID CONFLICTS WITH OTHER UTILITIES (NOT SEPARATE PAY ITEM).
8. NO WATER JETTING TO BACK FILL TRENCHES WILL BE ALLOWED ON THIS PROJECT.
9. REFERENCE ELECTRICAL PLANS FOR PARKING LOT AND SIGNAGE LIGHTING WHICH MAY BE IN THE SCOPE OF WORK.
10. REFERENCE LANDSCAPE, ELECTRICAL, AND OTHER PLANS FOR ADDITIONAL CONDUITS REQUIRED.
11. SANITARY SEWER PIPE SIX INCHES (6") AND SMALLER SHALL BE SDR 40 CONFORMING TO ASTM D1785 AND INSTALLED PER SPECIFICATIONS. FITTINGS AND JOINTS SHALL CONFORM TO COMPATIBLE SDR 35 PIPE WITH THE EXCEPTION THAT SOLVENT CEMENT JOINTS SHALL NOT BE USED.
12. CONTRACTOR SHALL INSTALL THE SANITARY SEWER SYSTEM OUTSIDE OF THE BUILDING IN ACCORDANCE WITH PROCEDURES SPECIFIED BY THE LOCAL PLUMBING CODE. FOR PROJECTS WITHIN THE CITY LIMITS, THE LINE SHALL BE INSPECTED BY THE CITY INSPECTOR.
13. WHEN SEWER LINES ARE INSTALLED IN THE VICINITY OF WATER MAINS, SUCH INSTALLATION SHALL BE IN STRICT ACCORDANCE WITH THE TEXAS DEPARTMENT OF HEATH RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS (1988 OR ANY REVISIONS THERETO).
14. DUE TO FEDERAL REGULATIONS TITLE 49, PARK 192.181, LDC GAS COMPANY MUST MAINTAIN ACCESS TO GAS VALVES AT ALL TIMES. CONTRACTOR MUST PROTECT AND WORK AROUND ANY GAS VALVES THAT ARE IN THE PROJECT AREA.
15. ALL SPOIL AND OTHER UNSUITABLE MATERIAL FROM THIS WORK SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR AT THIS EXPENSE.
16. ALL SERVICES ARE BROUGHT TO WITHIN 5' OF THE BUILDING. CONTRACTOR SHALL INCLUDE IN THEIR BID THE COST TO CONNECT SERVICES TO THE BUILDING WHETHER OR NOT SHOWN ON THE PLANS.
17. CLEAN OUTS AND VALVE BOXES SHALL BE INSTALLED IN ACCORDANCE WITH THE PLUMBING CODE AND AS DIRECTED BY THE PLUMBING INSPECTOR. ALL CLEAN OUT AND VALVE BOX TOPS SHALL BE INSTALLED AT LEAST 2" ABOVE FINISHED GRADE OUTSIDE PAVEMENT AND FLUSH WITH FINISHED GRADE WITHIN THE PAVEMENT AREAS.
18. CONTRACTOR TO CONTACT UTILITY COMPANY TO VERIFY MATERIALS TO BE USED FOR SERVICES AND CONNECTIONS.
19. 2-INCH (2") DOMESTIC WATER LINE TO BE PVC SCHEDULE 40.

KEY NOTES:

1. CONTRACTOR TO REFERENCE MEP DRAWINGS FOR CONTINUATION OF UTILITIES INTO BUILDING.
2. CONTRACTOR TO VERITY LOCATION AND DEPTH OF EXISTING WATER LINE PRIOR TO CONSTRUCTION AND TO NOTIFY ENGINEER IMMEDIATELY OF ANY CONFLICTS OR DISCREPANCY.
3. CONTRACTOR TO INSTALL 1 1/2-INCH DOMESTIC WATER LINE, WHICH SHALL BE CONSTRUCTED OF C900 PVC, AND TO CONNECT TO EXISTING WATER LINE WITH A TAPPING SLEEVE AND VALVE. SEE DETAIL SHEET FOR WATER SERVICE CONNECTION DETAIL.
4. PROPOSED UNDERGROUND POWER.
5. LOCATION TO EXISTING 4-INCH GAS MAIN APPROXIMATE AND NOT FIELD VERIFIED. CONTRACTOR TO VERIFY LOCATION AND DEPTH OF EXISTING GAS MAIN PRIOR TO CONSTRUCTION AND TO NOTIFY ENGINEER IMMEDIATELY OF ANY CONFLICTS.
6. CONTRACTOR TO COORDINATE GAS INSTALLATION WITH
7. CONTRACTOR TO INSTALL PROPOSED 2 ½" GAS LINE AND CONNECT TO EXISTING GAS MAIN.
8. CONTRACTOR TO INSTALL 1-INCH IRRIGATION WATER LINE AND METER. REFER TO IRRIGATION PLANS FOR BACKFLOW PREVENTOR AND CONTINUATION

CAUTION!!!
CONTRACTOR TO VERIFY EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION AND IMMEDIATELY NOTIFY ENGINEER OF ANY CONFLICTS.

NOTE:
REFER TO MEP PLANS FOR SLEEVES/CONDUITS FOR PARKING LOT LIGHTS, AND COMMUNICATIONS TO PROPOSED MENU BOARD.
CONTRACTOR TO ENSURE THERE ARE NOT CONFLICTS BETWEEN LIGHT POLE BASES AND ANY UTILITIES.
UTILITY CONTRACTORS TO CONTACT PUBLIC UTILITY COMPANIES AND CITY OF FLORESVILLE TO CONFIRM WHAT IS NEEDED FOR A COMPLETE TURNKEY FINAL PRODUCT FOR THIS BID.

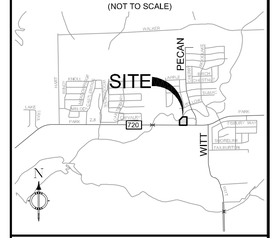
TRENCH EXCAVATION SAFETY PROTECTION
CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURAL DESIGN/GEOTECHNICAL/SAFETY EQUIPMENT CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND ANY AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITES WITHIN THE PROJECT WORK AREA IN ORDER TO IMPLEMENT CONTRACTOR'S TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS, PROGRAMS AND/OR PROCEDURES FOR THE PROJECT DESCRIBED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR'S IMPLEMENTATION OF THESE SYSTEMS, PROGRAMS AND/OR PROCEDURES SHALL PROVIDE FOR ADEQUATE TRENCH EXCAVATION SAFETY PROTECTION THAT COMPLY WITH AS A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION.

PERMIT SET

REV. NO.	DESCRIPTION	DATE

Notes:

LOCATION MAP
(NOT TO SCALE)



LEGEND

SD	EXISTING STORM DRAIN
SS	EXISTING SANITARY SEWER LINE
W	EXISTING WATER LINE
GAS	EXISTING GAS LINE
OT	EXISTING OVERHEAD TELEPHONE
UT	EXISTING UNDERGROUND TELEPHONE
OHE	EXISTING OVERHEAD ELECTRIC
UE	EXISTING UNDERGROUND ELECTRIC
DW	PROPOSED DOMESTIC WATER LINE
W	PROPOSED WATER LINE
I	PROPOSED IRRIGATION LINE
SS	PROPOSED SANITARY SEWER LINE
SD	PROPOSED STORM DRAIN
G	PROPOSED GAS LINE
F	PROPOSED FIRE LINE
T	THRUST BLOCKING
E	EXISTING ELECTRIC METER
	EXISTING CLEAN-OUT
	EXISTING WATER VALVE
W	EXISTING WATER METER
W	PROPOSED WATER METER
	EXISTING FIRE HYDRANT
	PROPOSED FIRE HYDRANT
	PROPOSED FIRE DEPARTMENT CONNECTION
	PROPOSED REMOTE FIRE DEPARTMENT CONNECTION
	EXISTING LIGHT POLE

N
W E
S
20' 10' 0' 20' 40'
SCALE 1"= 20'

SIGNATURE/SEAL

10/21/2022
STATE OF TEXAS
RAO S. VASAMSETTI
104346
LICENSED PROFESSIONAL ENGINEER

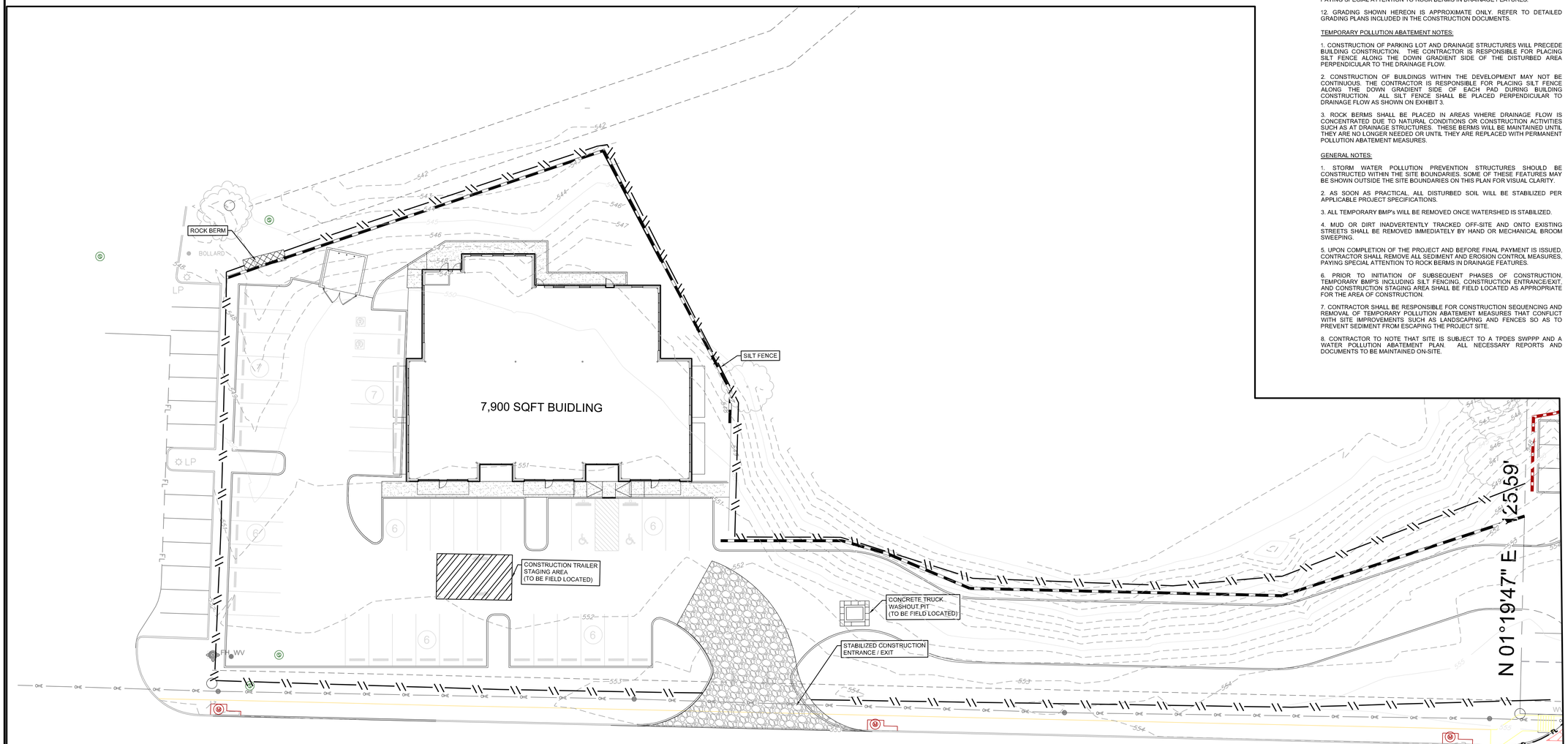
RCE RAO'S CONSULTING ENGINEERS
TXPE: F-9994/1595
P.O. BOX. 592991 SAN ANTONIO TX 78258
PHONE: 210.549.7557. FAX:512.856.4595
ww.raoengineering.com

PROJECT DESCRIPTION:

3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

TITLE:
UTILITY PLAN

DATE : 10/21/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO C3.00
DRAWN BY : MO	
CHECKED BY : RV	



FM 720
ELDORADO PARKWAY
(VARIABLE WIDTH RIGHT-OF-WAY)

PERMIT SET

BENCHMARK "A"

DESCRIPTION
COTTON SPINDLE IN UTILITY POLE
N:13480858.22
E: 2334552.10

ELEVATION =306.54'

NOTE:
PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR IS TO VERIFY THE BENCHMARK DEPICTED ON THIS DRAWING AND REPORT ANY DISCREPANCIES IN THE ELEVATION OR DESCRIPTION TO THE CIVIL ENGINEER IMMEDIATELY.

STORM WATER POLLUTION PREVENTION NOTES:

1. DO NOT DISTURB VEGETATED AREAS (TREES, GRASS, WEEDS, BRUSH, ETC.) ANY MORE THAN NECESSARY FOR CONSTRUCTION.

2. CONSTRUCTION ENTRANCE/EXIT LOCATION, CONCRETE WASHOUT PIT, AND CONSTRUCTION EQUIPMENT AND MATERIAL STORAGE YARD TO BE DETERMINED IN THE FIELD.

3. STORM WATER POLLUTION PREVENTION CONTROLS MAY NEED TO BE MODIFIED IN THE FIELD TO ACCOMPLISH THE DESIRED EFFECT. ALL MODIFICATIONS ARE TO BE NOTED ON THIS EXHIBIT AND SIGNED AND DATED BY THE RESPONSIBLE PARTY.

4. RESTRICT ENTRY/EXIT TO THE PROJECT SITE TO DESIGNATED LOCATIONS BY USE OF ADEQUATE FENCING, IF NECESSARY.

5. ALL STORM WATER POLLUTION PREVENTION CONTROLS ARE TO BE MAINTAINED AND IN WORKING CONDITIONS AT ALL TIMES.

6. FOR A COMPLETE LISTING OF TEMPORARY STORM WATER POLLUTION PREVENTION CONTROLS REFER TO THE TPDES STORM WATER POLLUTION PREVENTION PLAN.

7. STORM WATER POLLUTION PREVENTION STRUCTURES SHOULD BE CONSTRUCTED WITHIN THE SITE BOUNDARIES. SOME OF THESE FEATURES MAY BE SHOWN OUTSIDE THE SITE BOUNDARIES ON THIS PLAN FOR VISUAL CLARITY.

8. AS SOON AS PRACTICAL, ALL DISTURBED SOIL THAT WILL NOT BE COVERED BY IMPERVIOUS COVER SUCH AS PARKWAY AREAS, EASEMENT AREAS, EMBANKMENT SLOPES, ETC. WILL BE STABILIZED PER APPLICABLE PROJECT SPECIFICATIONS.

9. BEST MANAGEMENT PRACTICES MAY BE INSTALLED IN STAGES TO COINCIDE WITH THE DISTURBANCE OF UPGRADIENT AREAS.

10. BEST MANAGEMENT PRACTICES MAY BE REMOVED IN STAGES ONCE THE WATER SHED FOR THAT PORTION CONTROLLED BY THE BEST MANAGEMENT PRACTICES HAS BEEN STABILIZED IN ACCORDANCE WITH TPDES REQUIREMENTS.

11. UPON COMPLETION OF THE PROJECT AND BEFORE FINAL PAYMENT IS ISSUED, CONTRACTOR SHALL REMOVE ALL SEDIMENT & EROSION CONTROL MEASURES, PAYING SPECIAL ATTENTION TO ROCK BERMS IN DRAINAGE FEATURES.

12. GRADING SHOWN HEREON IS APPROXIMATE ONLY. REFER TO DETAILED GRADING PLANS INCLUDED IN THE CONSTRUCTION DOCUMENTS.

TEMPORARY POLLUTION ABATEMENT NOTES:

1. CONSTRUCTION OF PARKING LOT AND DRAINAGE STRUCTURES WILL PRECEDE BUILDING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR PLACING SILT FENCE ALONG THE DOWN GRADIENT SIDE OF THE DISTURBED AREA PERPENDICULAR TO THE DRAINAGE FLOW.

2. CONSTRUCTION OF BUILDINGS WITHIN THE DEVELOPMENT MAY NOT BE CONTINUOUS. THE CONTRACTOR IS RESPONSIBLE FOR PLACING SILT FENCE ALONG THE DOWN GRADIENT SIDE OF EACH PAD DURING BUILDING CONSTRUCTION. ALL SILT FENCE SHALL BE PLACED PERPENDICULAR TO DRAINAGE FLOW AS SHOWN ON EXHIBIT 3.

3. ROCK BERMS SHALL BE PLACED IN AREAS WHERE DRAINAGE FLOW IS CONCENTRATED DUE TO NATURAL CONDITIONS OR CONSTRUCTION ACTIVITIES SUCH AS AT DRAINAGE STRUCTURES. THESE BERMS WILL BE MAINTAINED UNTIL THEY ARE NO LONGER NEEDED OR UNTIL THEY ARE REPLACED WITH PERMANENT POLLUTION ABATEMENT MEASURES.

GENERAL NOTES:

1. STORM WATER POLLUTION PREVENTION STRUCTURES SHOULD BE CONSTRUCTED WITHIN THE SITE BOUNDARIES. SOME OF THESE FEATURES MAY BE SHOWN OUTSIDE THE SITE BOUNDARIES ON THIS PLAN FOR VISUAL CLARITY.

2. AS SOON AS PRACTICAL, ALL DISTURBED SOIL WILL BE STABILIZED PER APPLICABLE PROJECT SPECIFICATIONS.

3. ALL TEMPORARY BMP's WILL BE REMOVED ONCE WATERSHED IS STABILIZED.

4. MUD OR DIRT INADVERTENTLY TRACKED OFF-SITE AND ONTO EXISTING STREETS SHALL BE REMOVED IMMEDIATELY BY HAND OR MECHANICAL BROOM SWEEPING.

5. UPON COMPLETION OF THE PROJECT AND BEFORE FINAL PAYMENT IS ISSUED, CONTRACTOR SHALL REMOVE ALL SEDIMENT AND EROSION CONTROL MEASURES, PAYING SPECIAL ATTENTION TO ROCK BERMS IN DRAINAGE FEATURES.

6. PRIOR TO INITIATION OF SUBSEQUENT PHASES OF CONSTRUCTION, TEMPORARY BMP'S INCLUDING SILT FENCING, CONSTRUCTION ENTRANCE/EXIT, AND CONSTRUCTION STAGING AREA SHALL BE FIELD LOCATED AS APPROPRIATE FOR THE AREA OF CONSTRUCTION.

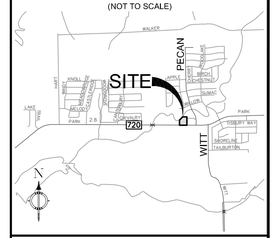
7. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION SEQUENCING AND REMOVAL OF TEMPORARY POLLUTION ABATEMENT MEASURES THAT CONFLICT WITH SITE IMPROVEMENTS SUCH AS LANDSCAPING AND FENCES SO AS TO PREVENT SEDIMENT FROM ESCAPING THE PROJECT SITE.

8. CONTRACTOR TO NOTE THAT SITE IS SUBJECT TO A TPDES SWPPP AND A WATER POLLUTION ABATEMENT PLAN. ALL NECESSARY REPORTS AND DOCUMENTS TO BE MAINTAINED ON-SITE.

REV. NO.	DESCRIPTION	DATE

Notes:

LOCATION MAP
(NOT TO SCALE)

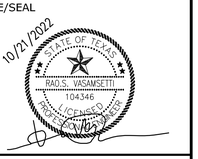


LEGEND

- SILT FENCE
- STABILIZED CONSTRUCTION ENTRANCE
- CONCRETE TRUCK WASHOUT PIT
- ROCK BERM
- INLET W/PROTECTION
- ROCK BERM
- 780 — EXISTING CONTOUR
- 100 — PROPOSED CONTOUR (REPRESENT FINISHED TOP OF PAVEMENT OR TOPSOIL)
- DEFINED SWALE
- DRAINAGE FLOW (EXISTING)
- GRATE
- PROJECT LIMITS
- DISTURBED AREA LIMITS

N
W E
S
20' 10' 0' 20' 40'
SCALE 1"= 20'

SIGNATURE/SEAL



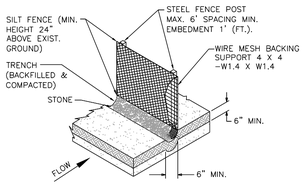
RCE RAO'S CONSULTING ENGINEERS
TXPE FIRM#17555
P.O. BOX. 592991 SAN ANTONIO TX 78258
PHONE: 210.549.7557. FAX:512.856.4095
ww.raosengineering.com

PROJECT DESCRIPTION:

3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

TITLE:
EROSION CONTROL PLAN

DATE : 10/21/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO
DRAWN BY : MO	C4.00
CHECKED BY : RV	



TYPICAL SILT FENCE DETAIL

NOT TO SCALE

SILT FENCE NOTES:

1.) STEEL POSTS, WHICH SUPPORT THE SILT FENCE, SHOULD BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 1-FOOT DEEP.

2.) LAY OUT FENCING DOWN-SLOPE OF DISTURBED AREA, FOLLOWING THE CONTOUR AS CLOSELY AS POSSIBLE. THE FENCE SHOULD BE SITED SO THAT THE MAXIMUM DRAINAGE AREA IS 1/4 ACRE/100 FEET OF FENCE.

3.) THE TOE OF THE SILT FENCE SHOULD BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWN-SLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN (E.G., PAVEMENT OR ROCK OUTCROP), WEIGHT FABRIC FLAP WITH 3 INCHES OF PEA GRAVEL ON UPHILL SIDE TO PREVENT FLOW FROM SEEPING UNDER FENCE.

4.) THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.

5.) SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE STEEL FENCE POST. THERE SHOULD BE A 3-FOOT OVERLAP, SECURELY FASTENED WHERE ENDS OF FABRIC MEET.

6.) INSPECT ALL FENCING WEEKLY, AND AFTER ANY RAINFALL. REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY, AS NEEDED.

7.) ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES. THE SILT SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

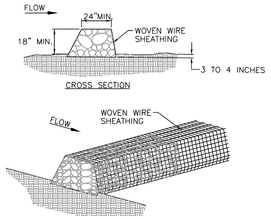
8.) REPLACE ANY TORN FABRIC OR INSTALL A SECOND LINE OF FENCING PARALLEL TO THE TORN SECTION 6.

9.) REPLACE OR REPAIR ANY SECTIONS CRUSHED OR COLLAPSED IN THE COURSE OF CONSTRUCTION ACTIVITY. IF A SECTION OF FENCE IS OBSTRUCTING VEHICULAR ACCESS, CONSIDER RELOCATING IT TO A SPOT WHERE IT WILL PROVIDE EQUAL PROTECTION, BUT WILL NOT OBSTRUCT VEHICLES. A TRIANGULAR FILTER DIKE MAY BE PREFERABLE TO A SILT FENCE AT COMMON VEHICLE ACCESS POINTS.

10.) WHEN CONSTRUCTION IS COMPLETE, THE SEDIMENT SHOULD BE DISPOSED OF IN A MANNER THAT WILL NOT CAUSE ADDITIONAL SILTATION AND THE PRIOR LOCATION OF THE SILT FENCE SHOULD BE REVEGETATED. THE FENCE ITSELF SHOULD BE DISPOSED OF IN A APPROVED LANDFILL.

11.) DESIGNATED SILT FENCE CONSIST OF THE FOLLOWING: GEOTECHNICAL FILTER FABRIC, STRETCHED AND SECURED TO THREE FOOT HIGH WIRE FENCING AND SUPPORTED BY STEEL POSTS AT A MAXIMUM SPACING OF 6 FEET. THE BOTTOM 6 INCHES OF FABRIC SHALL BE BURRIED.

12.) MAINTENANCE AND INSPECTIONS SHALL BE AS DESIGNATED IN THE STORM WATER POLLUTION PREVENTION PLAN.

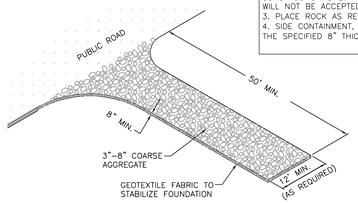


ROCK BERM

NOT TO SCALE

ROCK BERM NOTES

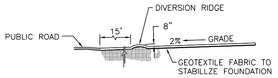
1. THE BERM STRUCTURE SHOULD BE SECURED WITH A WOVEN WIRE SHEATHING HAVING MAXIMUM OPENING OF 1 INCH AND A MINIMUM WIRE DIAMETER OF 20 GAUGE GALVANIZED AND SHOULD BE SECURED WITH SHOAT RINGS.
2. CLEAN, OPEN GRADED 3 TO 5 INCH DIAMETER ROCK SHOULD BE USED, EXCEPT IN AREAS WHERE HIGH VELOCITIES OR LARGE VOLUMES OF FLOW ARE EXPECTED, WHERE 5 TO 8 INCH DIAMETER ROCKS MAY BE USED.
3. BERM SHOULD HAVE A TOP WIDTH OF 2 FEET MINIMUM WITH SIDE SLOPES BEING 2:1 (H:V) OR FLATTER. HEIGHT OF ROCK BERM SHALL NOT BE LESS THAN 18".
4. WRAP THE WIRE SHEATHING AROUND THE ROCK AND SECURE WITH TIE WIRE SO THAT THE ENDS OF THE SHEATHING OVERLAP AT LEAST 2 INCHES, AND THE BERM RETAINS ITS SHAPE WHEN WALKED UPON.
5. THE ENDS OF THE BERM SHOULD BE TIED INTO EXISTING UPSLOPE GRADE AND THE BERM SHOULD BE BURIED IN A TRENCH APPROXIMATELY 3 TO 4 INCHES DEEP.
6. BERM SHALL BE INSTALLED PERPENDICULAR TO DIRECTION OF FLOW.
7. INSPECTION SHOULD BE MADE WEEKLY AND AFTER EACH RAINFALL. FOR INSTALLATIONS IN STREAMBEDS, ADDITIONAL DAILY INSPECTIONS SHOULD BE MADE.
8. REMOVE SEDIMENT AND OTHER DEBRIS WHEN BUILDUP REACHES 6 INCHES. DISPOSE OF THE ACCUMULATED SILT IN AN APPROVED MANNER THAT WILL NOT CAUSE ANY ADDITIONAL SILTATION.
9. THE BERM SHOULD BE RESHAPED AND REPAIRED AS NEEDED DURING INSPECTION.
10. THE BERM SHOULD BE REPLACED WHEN THE STRUCTURE CEASES TO FUNCTION AS INTENDED DUE TO SILT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC DAMAGE, ETC.
11. THE ROCK BERM SHOULD BE LEFT IN PLACE UNTIL ALL UPSTREAM AREAS ARE STABILIZED AND ACCUMULATED SITE REMOVED.



STABILIZED CONSTRUCTION ENTRANCE (S. C. E.)

INSTALLATION of CONSTRUCTION ENTRANCE:

1. CLEAR THE AREA OF DEBRIS, ROCKS, OR PLANTS THAT WILL INTERFERE WITH INSTALLATION.
2. GRADE THE AREA FOR THE ENTRANCE TO FLOW BACK ON TO THE CONSTRUCTION SITE. RUNOFF FROM THE S.C.E. ONTO A PUBLIC STREET WILL NOT BE ACCEPTED.
3. PLACE ROCK AS REQUIRED. (4"-8" OPEN GRADED CLEAN CRUSHED
4. SIDE CONTAINMENT, AT THE CONTRACTOR'S DISCRETION, IS SUGGESTED. THE SPECIFIED 8" THICKNESS OF CRUSHED STONE MUST BE MAINTAINED



STABILIZED CONSTRUCTION ENTRANCE

NOT TO SCALE

INSTALLATION:

(1) AVOID CURVES ON PUBLIC ROADS AND STEEP SLOPES. REMOVE VEGETATION AND OTHER OBJECTIONABLE MATERIAL FROM THE FOUNDATION AREA. GRADE CROWN FOUNDATION FOR POSITIVE DRAINAGE.

(2) THE MINIMUM WIDTH OF THE ENTRANCE/EXIT SHOULD BE 12 FEET OR THE FULL WIDTH OF EXIT ROADWAY, WHICHEVER IS GREATER.

(3) THE CONSTRUCTION ENTRANCE SHOULD BE AT LEAST 50 FEET LONG.

(4) IF THE SLOPE TOWARD THE ROAD EXCEEDS 2%, CONSTRUCT A RIDGE, 6 TO 8 INCHES HIGH WITH 3:1 (H:V) SIDE SLOPES, ACROSS THE FOUNDATION APPROXIMATELY 15 FEET FROM THE ENTRANCE TO DIVERT RUNOFF AWAY FROM THE PUBLIC ROAD.

(5) PLACE GEOTEXTILE FABRIC AND GRADE FOUNDATION TO IMPROVE STABILITY, ESPECIALLY WHERE WET CONDITIONS ARE ANTICIPATED.

(6) PLACE STONE TO DIMENSIONS AND GRADE SHOWN ON PLANS. LEAVE SURFACE SMOOTH AND SLOPE FOR DRAINAGE.

(7) DIVERT ALL SURFACE RUNOFF AND DRAINAGE FROM THE STONE PAD TO A SEDIMENT TRAP OR BASIN.

(8) INSTALL PIPE UNDER PAD AS NEEDED TO MAINTAIN PROPER PUBLIC ROAD DRAINAGE.

COMMON TROUBLE POINTS:

(1) INADEQUATE RUNOFF CONTROL-SEDIMENT WASHES ONTO PUBLIC ROAD.

(2) STONE TOO SMALL OR GEOTEXTILE FABRIC ABSENT, RESULTS IN MUDDY CONDITION AS STONE IS PRESSED INTO SOIL.

(3) PAD TOO SHORT FOR HEAVY CONSTRUCTION TRAFFIC-EXTEND PAD BEYOND THE MINIMUM 50 FOOT LENGTH AS NECESSARY.

(4) PAD NOT FLARED SUFFICIENTLY AT ROAD SURFACE, RESULTS IN MUD BEING TRACKED ON TO ROAD AND POSSIBLE DAMAGE TO ROAD.

(5) UNSTABLE FOUNDATION – USE GEOTEXTILE FABRIC UNDER PAD AND/OR IMPROVE FOUNDATION DRAINAGE.

INSPECTION AND MAINTENANCE GUIDELINES:

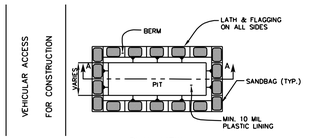
(1) THE ENTRANCE SHOULD BE MAINTAINED IN A CONDITION, WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.

(2) ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY SHOULD BE REMOVED IMMEDIATELY BY CONTRACTOR.

(3) WHEN NECESSARY, WHEELS SHOULD BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.

(4) WHEN WASHING IS REQUIRED, IT SHOULD BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

(5) ALL SEDIMENT SHOULD BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATER COURSE BY USING APPROVED METHODS.



GENERAL NOTES:

- DETAIL ABOVE ILLUSTRATES MINIMUM DIMENSIONS. PIT CAN BE INCREASED IN SIZE DEPENDING ON EXPECTED FREQUENCY OF USE.
- WASHOUT PIT SHALL BE LOCATED IN AN AREA EASILY ACCESSIBLE TO CONSTRUCTION TRAFFIC.
- WASHOUT PIT SHALL NOT BE LOCATED IN AREAS SUBJECT TO INUNDATION FROM STORM WATER RUNOFF.
- LOCATE WASHOUT AREA AT LEAST 50 FEET FROM SENSITIVE FEATURES, STORM DRAINS, OPEN DITCHES, OR WATER BODIES.
- TEMPORARY CONCRETE WASHOUT FACILITY SHOULD BE CONSTRUCTED WITH SUFFICIENT QUANTITY AND VOLUME TO CONTAIN ALL LIQUID AND CONCRETE WASTE GENERATED BY WASHOUT OPERATIONS.

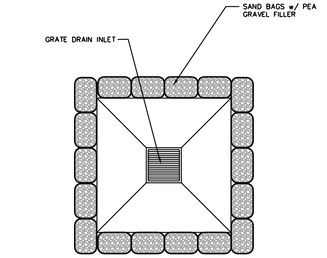
MATERIALS:

- PLASTIC LINING MATERIAL SHOULD BE A MINIMUM OF 10 MIL IN POLYETHYLENE SHEETING AND SHOULD BE FREE OF HOLES, TEARS, OR OTHER DEFECTS THAT COMPROMISE THE IMPERMEABILITY OF THE MATERIAL.

MAINTENANCE:

- WHEN TEMPORARY CONCRETE WASHOUT FACILITIES ARE NO LONGER REQUIRED FOR THE WORK, THE HARDENED CONCRETE SHOULD BE REMOVED AND DISPOSED OF.
- MATERIALS USED TO CONSTRUCT TEMPORARY CONCRETE WASHOUT FACILITIES SHOULD BE REMOVED FROM THE SITE OF THE WORK AND DISPOSED OF.
- HOLES, DEPRESSIONS OR OTHER GROUND DISTURBANCE CAUSED BY THE REMOVAL OF THE TEMPORARY CONCRETE WASHOUT FACILITIES SHOULD BE BACKFILLED AND REPAIRED.

CONCRETE TRUCK WASHOUT PIT



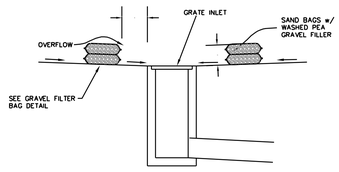
GENERAL NOTES:

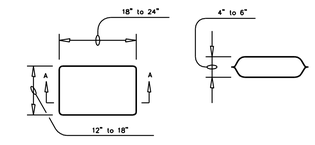
1) The sandbags should be filled with washed pea gravel and stacked to form a continuous barrier about 1 foot high around inlets.
2) The bags should be tightly abutted against each other to prevent runoff from flowing between the bags.

INSPECTION AND MAINTENANCE GUIDELINES:

1) Inspection should be made weekly and after each rainfall. Repair or replacement should be made promptly as needed by the contractor.
2) Remove sediment when buildup reaches a depth of 3 inches. Removed sediment should be deposited in a suitable area and in such a matter that it will not erode.
3) Check placement of device to prevent gaps between device and curb.
4) Inspect filter fabric and patch or replace if torn or missing.
5) Structures should be removed and the area stabilized only after the remaining drainage area has been properly stabilized.

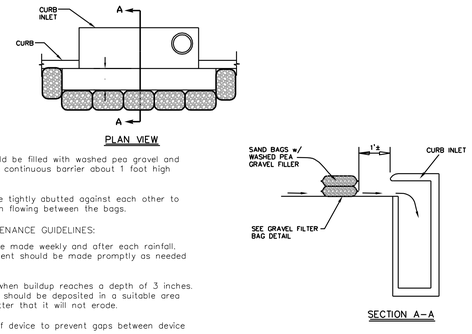
BAGGED GRAVEL GRATE INLET PROTECTION





- The filter bag material shall be made of polypropylene, polyethylene or polyamide woven fabric, min. unit weight of 4 ounces/sy, have a Mullen burst strength exceeding 300 psi and ultraviolet stability exceeding 70%.
- The filter bag shall be filled with clean, medium (washed pea gravel) to coarse gravel (0.31 to 0.75 inch diameter).
- Sand shall NOT be used to fill the filter bags.

GRAVEL FILTER BAG DETAIL



GENERAL NOTES:

1) The sandbags should be filled with washed pea gravel and stacked to form a continuous barrier about 1 foot high around inlets.
2) The bags should be tightly abutted against each other to prevent runoff from flowing between the bags.

INSPECTION AND MAINTENANCE GUIDELINES:

1) Inspection should be made weekly and after each rainfall. Repair or replacement should be made promptly as needed by the contractor.
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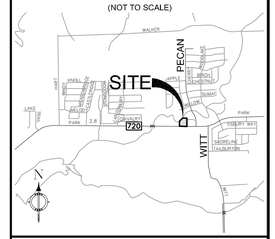
BAGGED GRAVEL CURB INLET PROTECTION

PERMIT SET

REV. NO.	DESCRIPTION	DATE

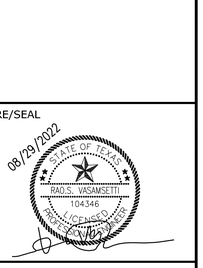
Notes:

LOCATION MAP
(NOT TO SCALE)



LEGEND

SIGNATURE/SEAL



RCE RAO'S CONSULTING ENGINEERS
TXPE F#00007555
P.O. BOX. 592991 SAN ANTONIO TX 78258
PHONE: 210.549.7557 FAX.512.856.4595
www.raosengineering.com

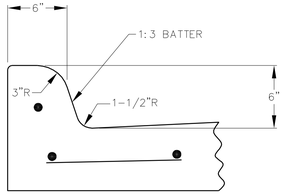
PROJECT DESCRIPTION:

3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

TITLE:

EROSION CONTROL DETAILS

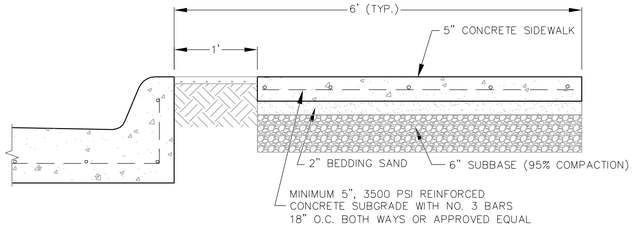
DATE : 07/20/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO C4.10
DRAWN BY : MO	
CHECKED BY : RV	



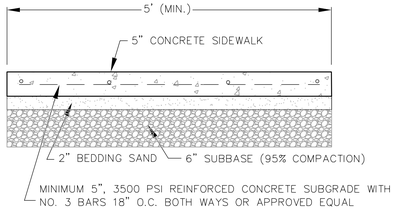
NOTES:

1. INSTALL ANCHOR JT. WHEN CONNECTING TO EXISTING CONC. PAVEMENT. SEE DETAIL THIS SHEET.
2. REINFORCEMENT SHALL BE NO. 4 BARS UNLESS NOTED OTHERWISE.

INTEGRAL CURB
N.T.S.



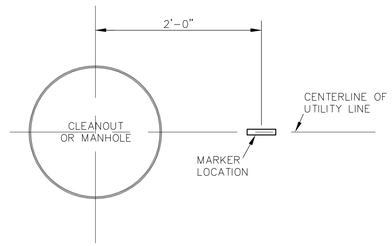
SIDEWALK EDGE STAMPED CONCRETE DETAIL
N.T.S.



SIDEWALK DETAIL
N.T.S.

SIDEWALK NOTES:

1. PROVIDE ½" EXPANSION JOINT WHERE NEW SIDEWALK ABUTS EXISTING SIDEWALK AND AT 100' INTERVALS
2. PROVIDE ¼"W x ½"D SAWCUT JOINTS AT 5' INTERVALS
3. BEDDING SAND SHALL CONFORM TO THE GRADING REQUIREMENTS OF ASTM C33 AS SHOWN IN TABLE 1.
4. SIDEWALK TO CONFORM TO ALL A.D.A. AND TEXAS ACCESSIBLITY STANDARDS (TAS)
5. MAXIMUM GRADE LESS THAN FIVE PERCENT (5%).
6. CROSS SLOPE MAXIMUM IS ONE AND ONE HALF PERCENT (1.5%)



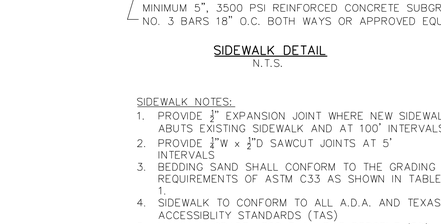
FIELD INSTALLATION DETAIL

OFFSITE SANITARY SEWER MARKER
N.T.S.

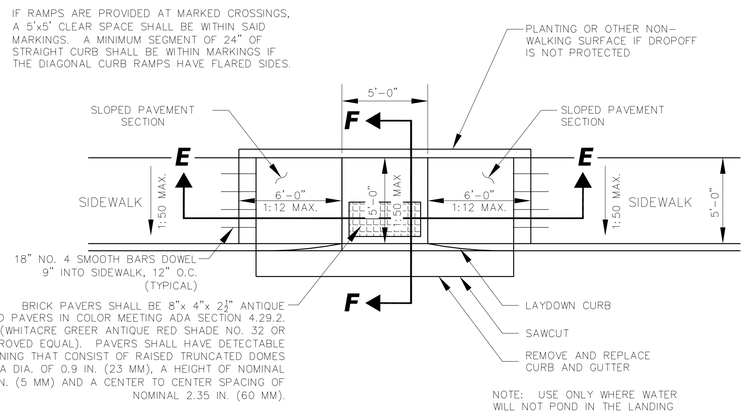
GENERAL NOTES

1. ALL OFFSITE TOWN OF LITTLE ELM MAINS WITH CLEANOUTS AND MANHOLES SHALL BE MARKED AS DETAILED ON THIS SHEET.

SECTION E–E



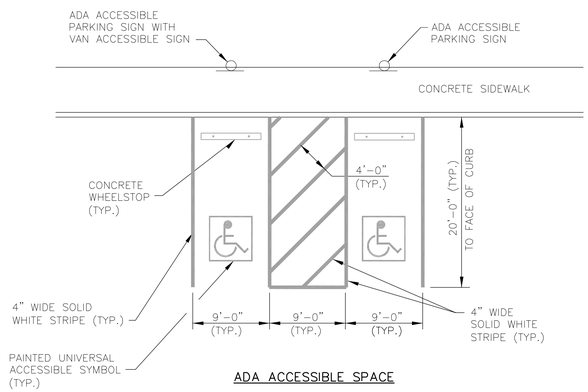
SECTION F–F



TYPE 6
TYPICAL BARRIER FREE PARALLEL CURB RAMP
N.T.S.

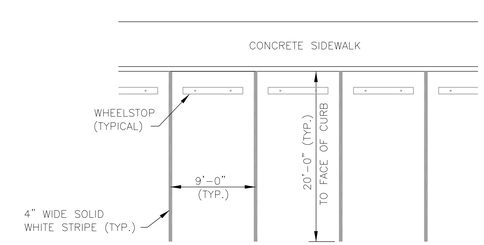
NOTE:

CENTER OF POSTS SHALL BE PLACED NEXT TO CONCRETE SIDEWALK. THE POSTS SHALL BE CENTERED WITH THE PARKING PLACE.

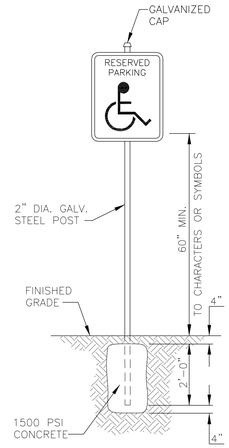


ADA ACCESSIBLE SPACE

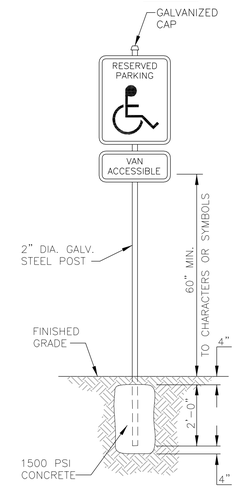
PARKING SPACE STRIPING
N.T.S.



STANDARD SPACE



ADA ACCESSIBLE PARKING



ADA ACCESSIBLE PARKING WITH VAN ACCESSIBLE

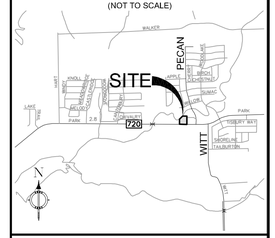
PARKING SIGN
N.T.S.

PERMIT SET

REV. NO.	DESCRIPTION	DATE

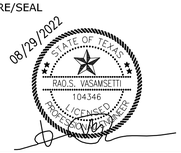
Notes:

LOCATION MAP
(NOT TO SCALE)



LEGEND

SIGNATURE/SEAL



RCE RAO'S CONSULTING ENGINEERS
TXPE FIRM#17555
P.O. BOX. 592991 SAN ANTONIO TX 78258
PHONE: 210.549.7557 FAX:512.856.4595
ww.raosengineering.com

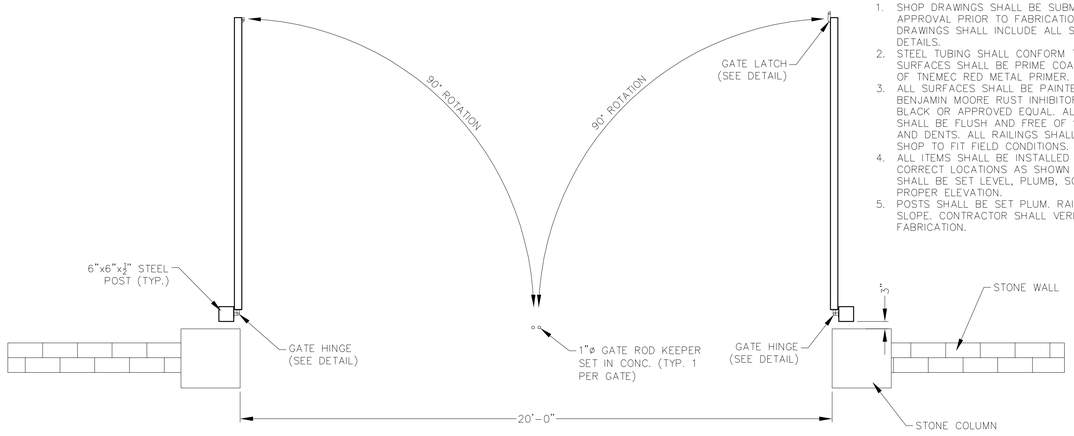
PROJECT DESCRIPTION:

3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

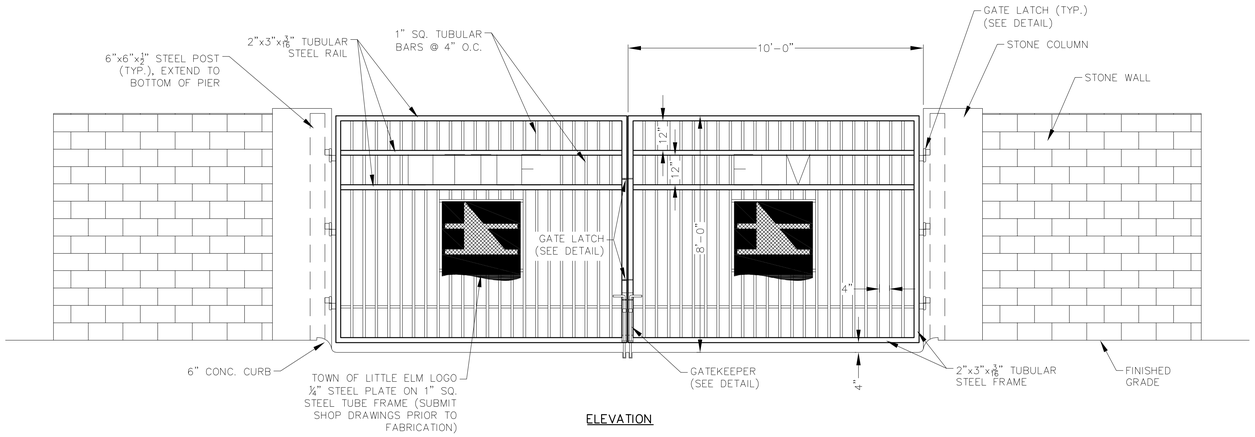
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DETAIL SHEET

DATE : 07/20/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO C5.00
DRAWN BY : MO	
CHECKED BY : RV	

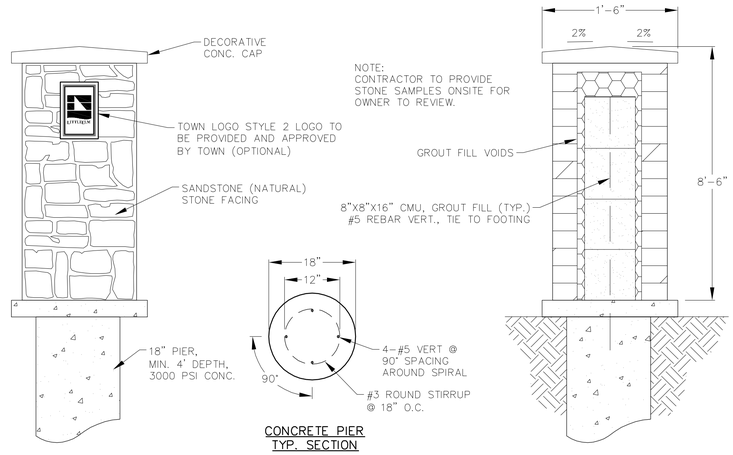


PLAN VIEW



ELEVATION

20'-0" DOUBLE SWING GATE
N.T.S.

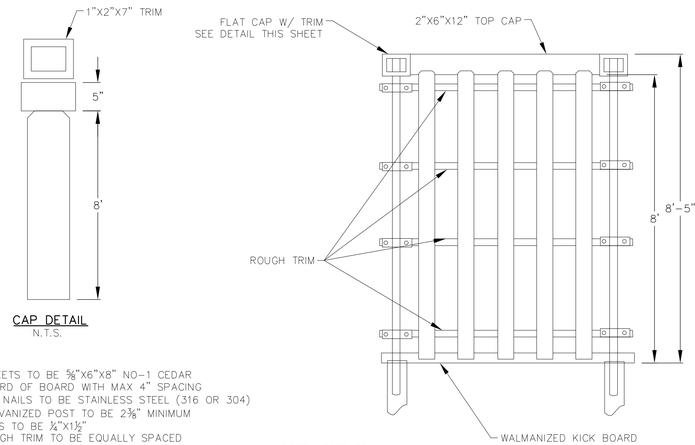


WITH TOWN LOGO

CONCRETE PIER TYP. SECTION

REINFORCEMENT

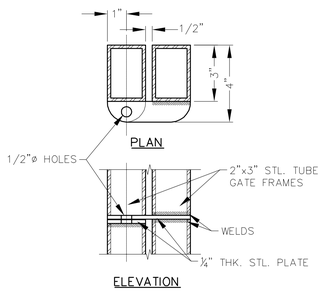
STONE COLUMN DETAIL
N.T.S.



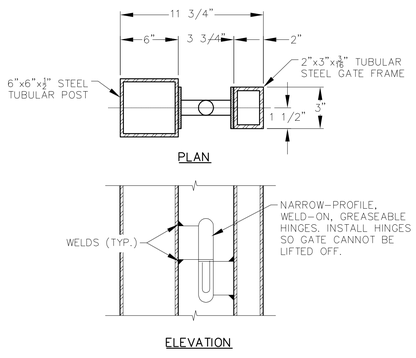
CAP DETAIL
N.T.S.

NOTES:
1. PICKETS TO BE ⅝"X6"X8" NO-1 CEDAR
2. BOARD OF BOARD WITH MAX 4" SPACING
3. ALL NAILS TO BE STAINLESS STEEL (316 OR 304)
4. GALVANIZED POST TO BE 2⅜" MINIMUM
5. LAGS TO BE ¼"x1½"
6. ROUGH TRIM TO BE EQUALLY SPACED
7. CONCRETE PIERS TO BE 12" DIAMETER, 3'-6" MINIMUM DEPTH 3000 PSI CONCRETE.
8. ALL CEDAR MATERIAL TO BE PRE-STAINED. STAIN SAMPLE SHALL BE APPROVED BY TOWN PRIOR TO INSTALLATION.
9. STONE COLUMNS TO BE INSTALL AT CORNERS AND MIDPOINT OF FENCE SECTION, UNLESS OTHERWISE INDICATED ON PLANS.
10. FENCING SHALL MATCH THE EXISTING CEDAR FENCING INSTALLED AROUND THE LITTLE ELM SERVICE CENTER.

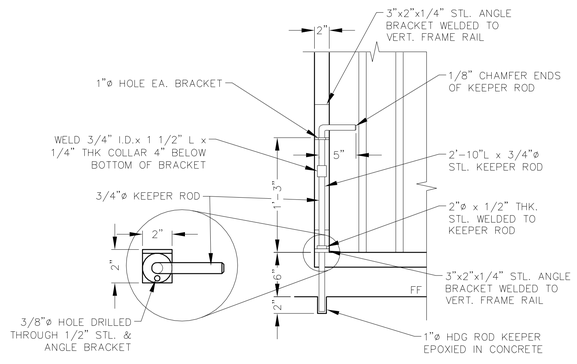
BOARD ON BOARD CEDAR FENCE
N.T.S.



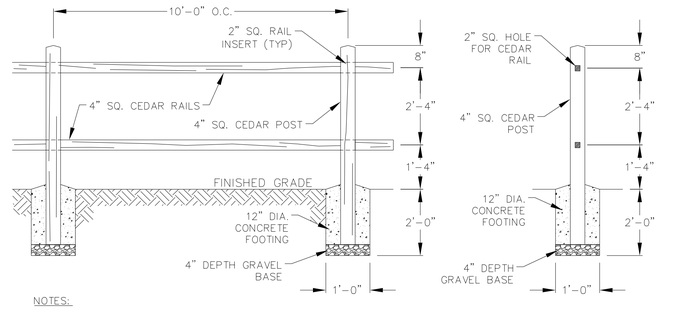
GATE LATCH DETAIL
N.T.S.



GATE HINGE DETAIL
N.T.S.



GATE KEEPER ROD DETAIL
N.T.S.



NOTES:
1. FENCE SHALL BE CONSTRUCTED OF WESTERN RED CEDAR.

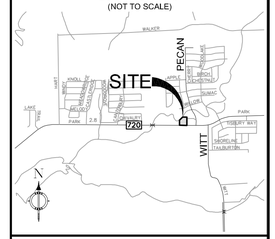
SPLIT RAIL FENCE DETAIL
N.T.S.

PERMIT SET

REV. NO.	DESCRIPTION	DATE

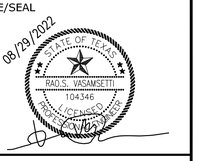
Notes:

LOCATION MAP
(NOT TO SCALE)



LEGEND

SIGNATURE/SEAL



RCE RAO'S CONSULTING ENGINEERS
TXPE FIRM#17555
P.O. BOX. 592991 SAN ANTONIO TX 78258
PHONE: 210.549.7557, FAX:512.906.4395
ww.raosengineering.com

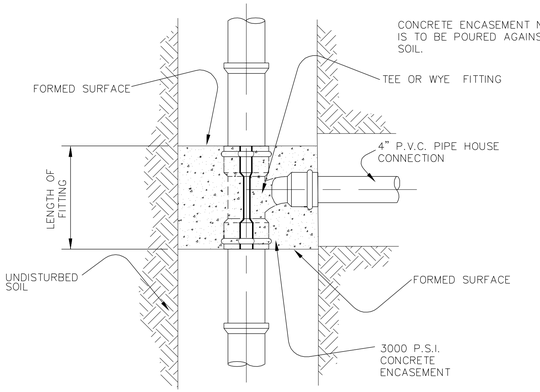
PROJECT DESCRIPTION:

3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

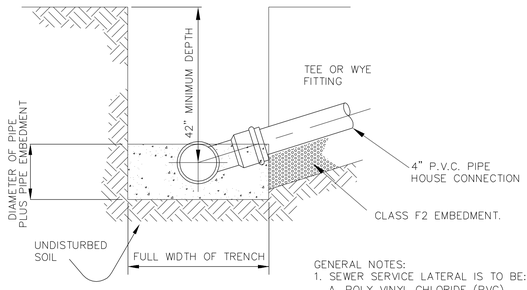
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DETAIL SHEET

DATE : 07/20/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO
DRAWN BY : MO	C5.10
CHECKED BY : RV	

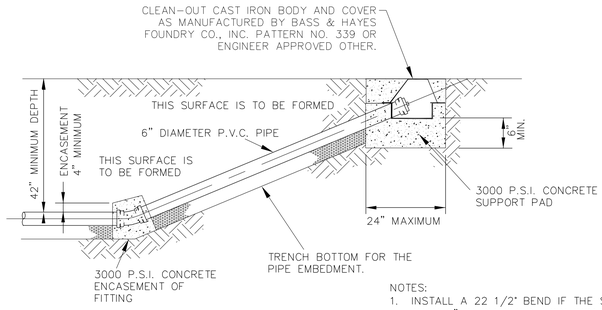


PLAN VIEW



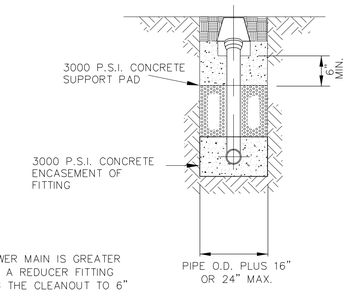
SECTION THRU TRENCH

GENERAL NOTES:
1. SEWER SERVICE LATERAL IS TO BE:
   A. POLY VINYL CHLORIDE (PVC)
   B. TYPE SDR 35, GREEN IN COLOR
   C. FITTINGS MAY BE GREEN OR WHITE IN COLOR.



SECTIONAL ELEVATION

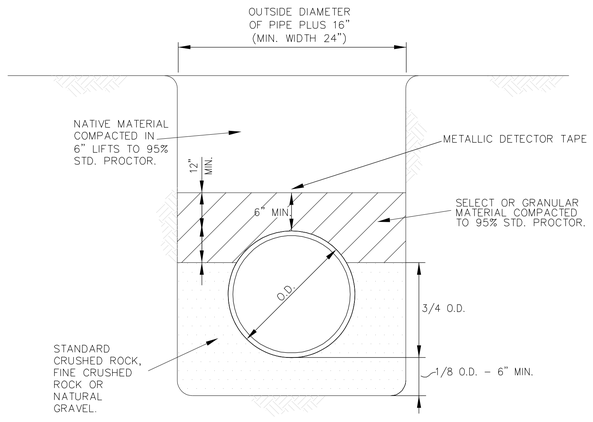
NOTES:
1. INSTALL A 22 1/2° BEND IF THE SEWER MAIN IS GREATER THAN 6" IN DIAMETER THEN INSTALL A REDUCER FITTING AFTER THE 22 1/2° BEND, REDUCING THE CLEANOUT TO 6" IN DIAMETER.
2. CLEAN-OUT CASTING AS MANUFACTURED BY THE BASS & HAYES FOUNDRY CO., INC. PATTERN NO. 339 OR APPROVED OTHER.
3. CONCRETE PAD 24" SQUARE SHALL BE POURED AROUND ALL CLEANOUTS NOT PLACED WITHIN CONCRETE PAVEMENT. 3000 P.S.I. CONCRETE, 6" THICK, FOUR NO. 3 BARS.



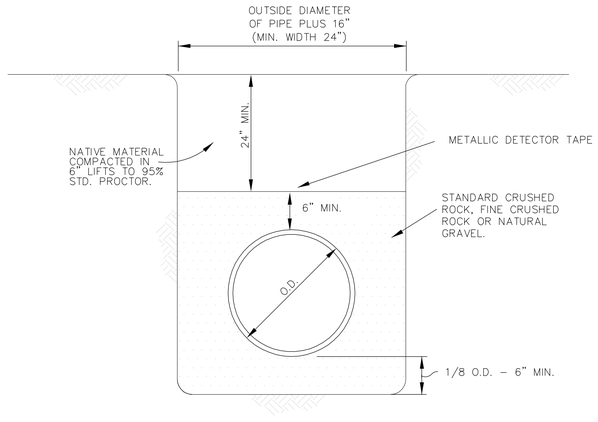
SECTION

RESIDENTIAL SANITARY SEWER SERVICE CONNECTION
N.T.S.

SANITARY SEWER MAIN CLEANOUT
N.T.S.



MIN. STD. P.V.C. SEWER CLASS LE2 EMBEDMENT
N.T.S.



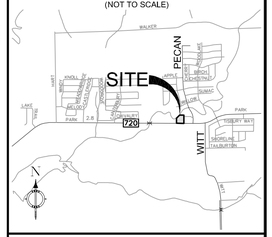
DEEP SDR 35 ENCASEMENT CLASS LE5 EMBEDMENT
N.T.S.

PERMIT SET

REV. NO.	DESCRIPTION	DATE

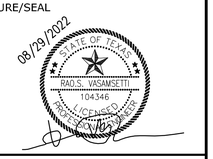
Notes:

LOCATION MAP
(NOT TO SCALE)



LEGEND

SIGNATURE/SEAL



RCE RAO'S CONSULTING ENGINEERS
TXPE FIRM#17055
P.O. BOX, 592091 SAN ANTONIO TX 78258
PHONE: 210.549.7557, FAX:512.856.4595
ww.raosengineering.com

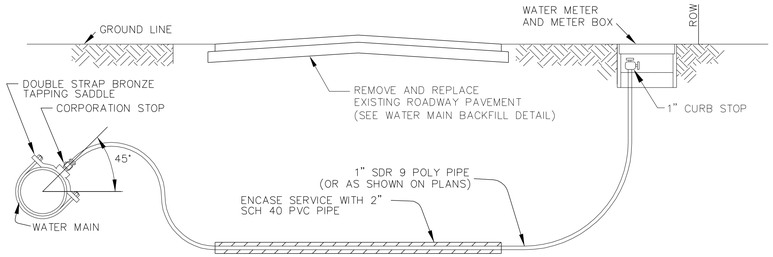
PROJECT DESCRIPTION:

3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

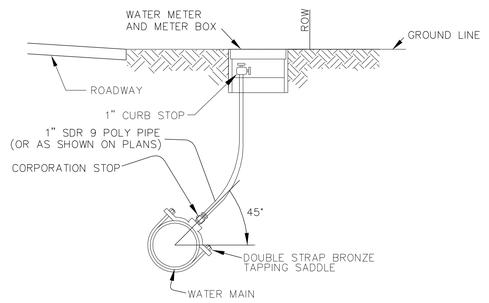
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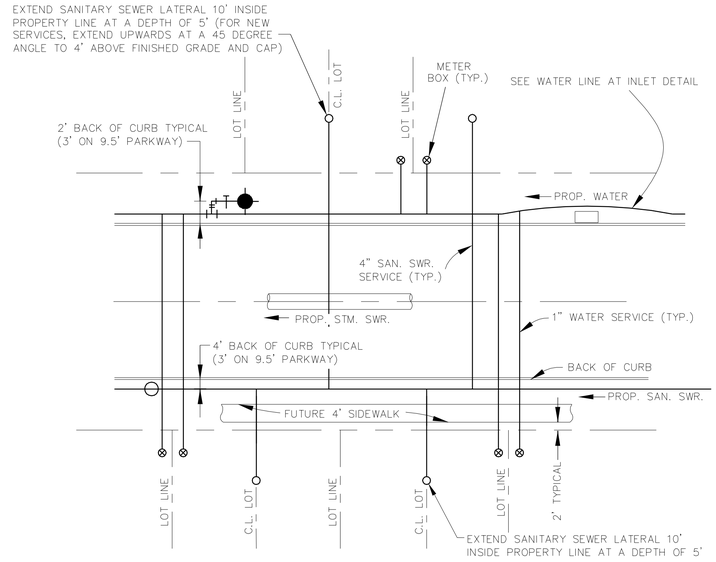
DATE : 07/20/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO
DRAWN BY : MO	C5.20
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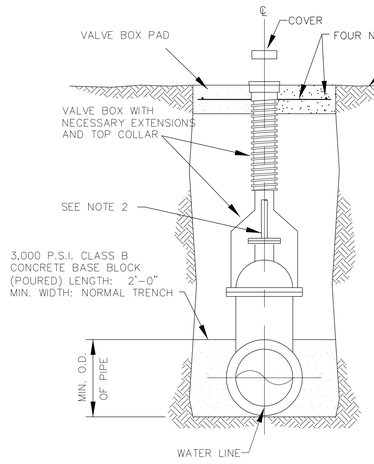
SERVICE UNDERNEATH PAVEMENT



SERVICE OUTSIDE OF PAVEMENT



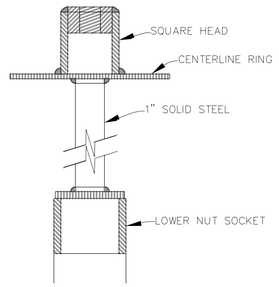
TYPICAL LOT SERVICE DETAIL
N.T.S.



WATER VALVE NOTES:

1. 2" TO 12" GATE VALVE SHALL BE RESILIENT SEATED WEDGE GATE VALVES ACCORDANCE WITH AWWA STANDARD C-509.
2. A VALVE EXTENSION STEM SHALL BE REQUIRED FOR ANY VALVE WHOSE OPERATING NUT IS LOCATED IN EXCESS OF 4 FEET BELOW THE TOP OF VALVE BOX. THIS EXTENSION SHALL BE OF SUFFICIENT LENGTH TO INSURE THAT ITS TOP IS WITHIN 2' OF THE VALVE BOX COVER.
3. ALL VALVES SHALL BE MARKED WITH A SAW ON THE CURB OR PAVEMENT WITH "V". THE "V" SHALL POINT TO THE LOCATION OF THE VALVE AS FOLLOWS: IF THE VALVE IS IN THE PAVING, THE "V" SHALL BE MARKED UPRIGHT; IF THE VALVE IS OUTSIDE THE PAVING, THE "V" SHALL BE MARKED UPSIDE DOWN.
4. ALL VALVES STACK COMPONENTS SHALL BE THREE PIECE SCREW TYPE CAST IRON.
5. IN ORDER TO MAINTAIN A MANAGEABLE PARTS INVENTORY AND WORKING KNOWLEDGE OF VALVES, THE FOLLOWING VALVES ARE APPROVED: MUELLER AND WATEROUS – 150 P.S.I. TEST.

GATE VALVE
VALVE SETTING & BOX
N.T.S.



VALVE EXTENSION
N.T.S.

WATER SERVICE NOTES:

A. WATER SERVICES SHALL NOT BE CONNECTED TO FIRE HYDRANT LINES.

B. ALL MATERIALS SHALL CONFORM TO THE STANDARD SPECIFICATIONS.

C. METER BOX SIZES:
- 5/8", 3/4" AND 1" SHALL BE DFW PLASTICS MODEL DFW-1814F-1BA. (18X14 PIT-CI RING W/ BLACK BRASS LOCK AMR LID)
- 1-1/2" AND 2" SHALL BE DFW PLASTICS MODEL DFW-2414FX-1BA. (24X14 PIT-CI RING W/ 20" BLACK BRASS LOCK AMR LID)

D. METER BOX SHALL BE LOCATED OUT OF ALL FLATWORK, SIDEWALKS AND APPROACHES.

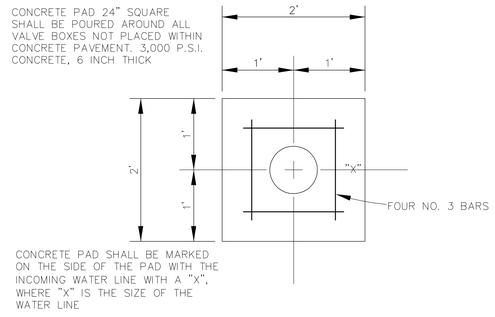
E. BACKFLOW PREVENTER IS REQUIRED ON RESIDENTIAL SIDE OF METER.

F. WATER SERVICE SHALL BE REPLACED FROM MAIN TO EXISTING WATER METER. SERVICE LINE BACKFILL SHALL BE IDENTICAL TO WATER MAIN.

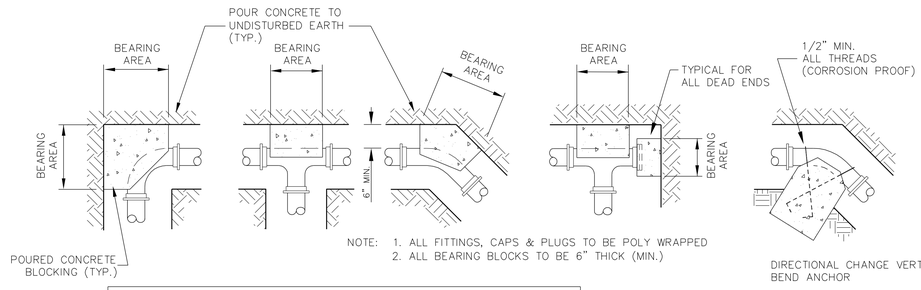
G. REFER TO WATER MAIN BACKFILL DETAIL FOR SERVICE CONNECTIONS LOCATED BENEATH PAVEMENT.

WATER METER INSTALLATION NOTES:

1. WATER METER SHALL BE PLACED IN CENTER OF LOT WITH THE SANITARY SEWER HOUSE CONNECTION TO BE LOCATED 10 FEET DOWNSTREAM. ALL TAPS SHALL BE MADE AT A 45° ANGLE TO THE CENTERLINE OF THE PIPE.
2. THE CONTRACTOR SHALL SET THE METER BOX IN ALL CASES.
3. THE METER BOX SHALL BE SET WITHIN THE RIGHT-OF-WAY OR A DEDICATED WATER EASEMENT. IN ALL CASES THE METER BOX SHALL BE PROTECTED FROM VEHICULAR TRAFFIC.
4. WATER METER BOX SHALL BE PROTECTED BY A 6" CURB OR GUARD POSTS WHEN PLACED IN A PAVED AREA, WHICH REQUIRES SPECIFIC APPROVAL BY THE TOWN ENGINEER OR HIS/HER DESIGNEE.
5. WATER SERVICES SHALL BE EMBEDDED IN SAND FROM CORPORATION STOP TO CURB STOP.
6. ALL BRASS PRODUCTS THAT COME INTO CONTACT WITH POTABLE WATER MUST MEET NEW "LEAD FREE" STANDARDS AS DEFINED UNDER PUBLIC LAW 111-380.
7. CONTRACTOR SHALL VERIFY METER ASSEMBLY FOR METER RELOCATIONS WITH TOWN STAFF PRIOR TO CONSTRUCTION.



VALVE BOX PAD PLAN
N.T.S.

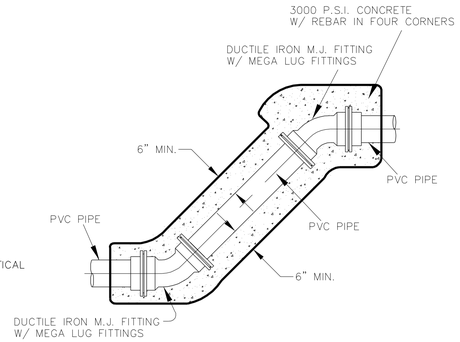


NOTE: 1. ALL FITTINGS, CAPS & PLUGS TO BE POLY WRAPPED
2. ALL BEARING BLOCKS TO BE 6" THICK (MIN.)

MIN. BEARING AREA OF BLOCK IN SQ. FT. (UNLESS OTHERWISE INDICATED ON THE PLANS)					
FITTING SIZES	TEE & END	90° BEND	45° BEND	22 1/2° BEND	11 1/4° BEND
TO 6"	3.6	5.4	2.5	2.0	2.0
8"	6.3	8.9	4.8	2.5	2.0
10"	9.9	13.9	7.6	3.9	2.0
12"	14.2	20.0	10.9	5.6	2.8
16"	25.1	35.5	19.2	9.8	4.9

SOIL BEARING PRESSURE	MULTIPLIER
1000	2.0
1500	1.33
2000	1.0
3000	0.67

WATER MAIN THRUST BLOCKING
N.T.S.



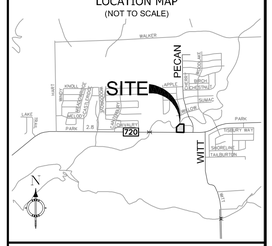
STANDARD HORIZONTAL
AND/OR VERTICAL OFFSETS
N.T.S.

PERMIT SET

REV. NO.	DESCRIPTION	DATE

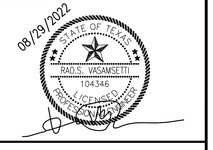
Notes:

LOCATION MAP
(NOT TO SCALE)



LEGEND

SIGNATURE/SEAL



RCE RAO'S CONSULTING ENGINEERS
TBPE FIRM#17595
P.O. BOX. 592991 SAN ANTONIO TX 78258
PHONE: 210.549.7557, FAX:512.856.4595
ww.raosengineering.com

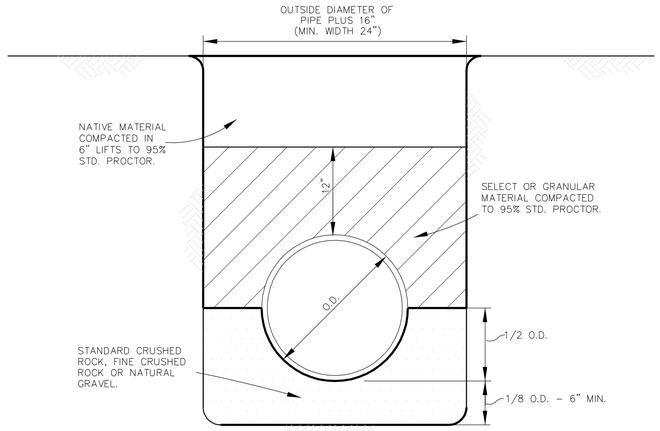
PROJECT DESCRIPTION:

3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

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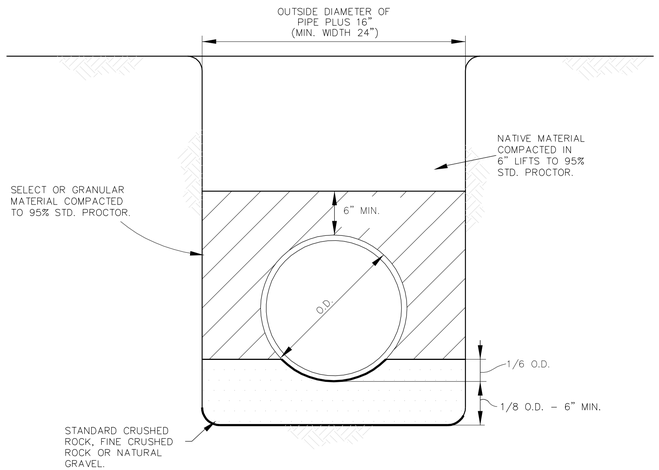
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DRAWN BY : MO	C5.30
CHECKED BY : RV	



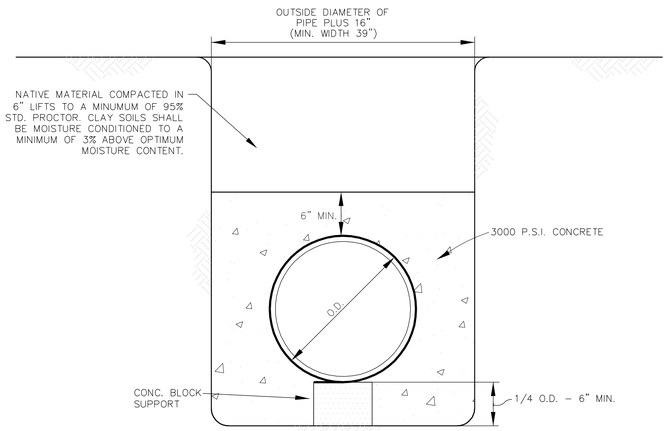
MIN. STD P.V.C. WATER
N.T.S.

CLASS F1 EMBEDMENT



MIN. STD. DUCTILE IRON WATER
MIN. STD. R.C.C.P. WATER
N.T.S.

CLASS F3 EMBEDMENT



CONCRETE ENCASEMENT
N.T.S.

CLASS F4 EMBEDMENT

NOTES:

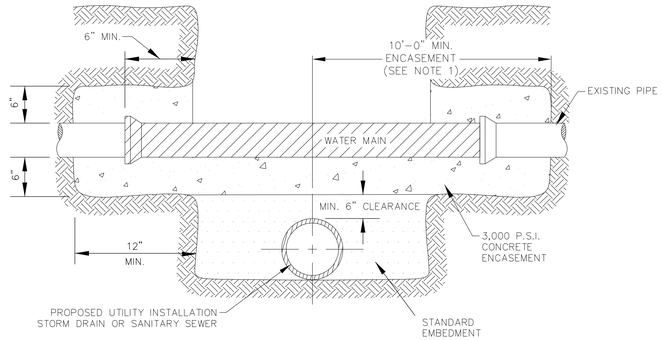
A. WATER SERVICES SHALL NOT BE CONNECTED TO FIRE HYDRANT LINES.

B. ALL MATERIALS SHALL CONFORM TO THE STANDARD SPECIFICATIONS.

C. METER BOX AND LID:
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- 1-1/2" AND 2" SHALL BE DFW PLASTICS MODEL DFW-2414FX-1BA. (24X14 PIT-CI RING W/ 20" BLACK BRASS LOCK AMR LID)

D. METER BOX SHALL BE LOCATED OUT OF ALL FLATWORK, SIDEWALKS AND APPROACHES.

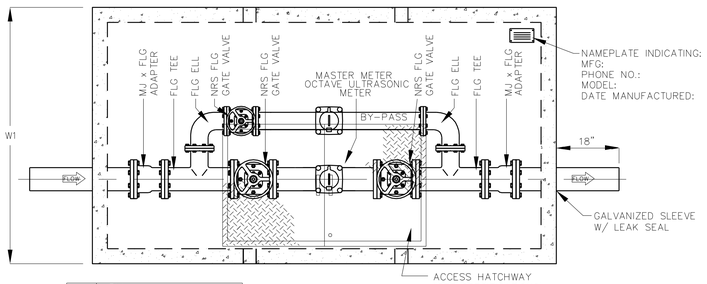
E. BACKFLOW PREVENTER IS REQUIRED ON RESIDENTIAL SIDE OF METER.



MINIMUM CLEARANCE NOTE:

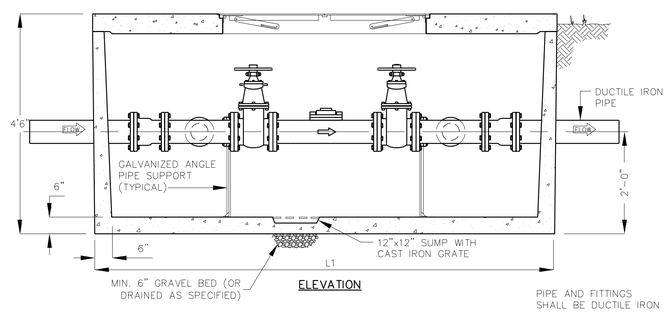
1. WHERE A MINIMUM CLEARANCE OF 10'-0" (HORIZONTAL AND/OR VERTICAL) CANNOT BE OBTAINED, THEN THE POTABLE WATER MAIN SHALL BE CONCRETE ENCASED FOR 10'-0" EACH SIDE OF THE INTERSECTION OF THE INSTALLED UTILITY LINE.
2. CROSSING OF SANITARY SEWER SHALL BE IN ACCORDANCE WITH THE LATEST TCEQ RULES AND REGULATIONS.

CROSSING UTILITY PIPE SUPPORT
N.T.S.



SIZE	BY PASS	L1	W1	H1
3"	2"	8'-8"	4'-8"	4'-6"
4"	2"	8'-8"	4'-8"	4'-6"
6"	4"	11'-0"	6'-0"	4'-6"

PLAN VIEW



ELEVATION

PIPE AND FITTINGS SHALL BE DUCTILE IRON

SPECIFICATIONS

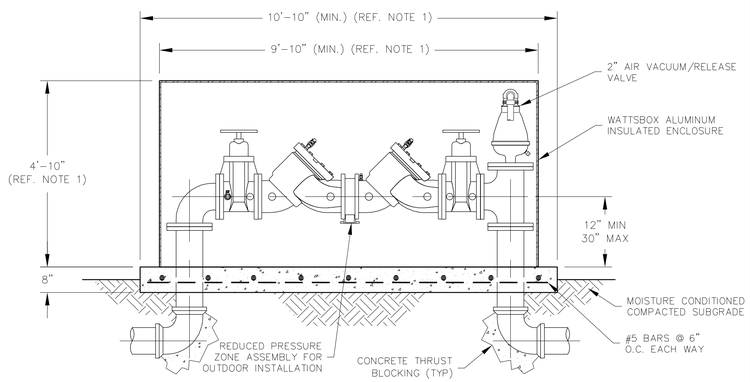
CONCRETE : CLASS 1 CONCRETE WITH DESIGN STRENGTH OF 4500 PSI AT 28 DAYS. UNIT IS OF MONOLITHIC CONSTRUCTION AT FLOOR AND FIRST STAGE OF WALL WITH SECTIONAL RISER TO REQUIRED DEPTH.

REINFORCEMENT: GRADE 60 REINFORCED, STEEL BAR CONFORMING TO ASTM A615 ON REQUIRED CENTERS OR EQUAL.

HATCHWAY: 3' X 5' GALVANIZED STEEL DOUBLE LEAF SPRING ASSISTED HATCHWAY - TRAFFIC RATED W/ SLAM LOCK.

PRECAST VAULT SHALL BE FROM PARK EQUIPMENT COMPANY MATCHING DETAIL SHOWN OR APPROVED OTHER.

METER VAULT
N.T.S.



BACKFLOW PREVENTER
N.T.S.

NOTES:

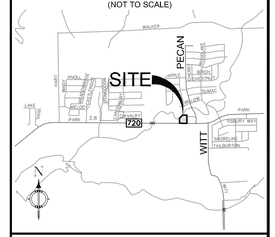
1. EXACT SIZE OF BOX MAY VARY DEPENDING ON ACTUAL LENGTH OF RPZ BACKFLOW PREVENTER.
2. AIR/VACUUM RELEASE ASSEMBLY SHALL BE ARI FLOW CONTROL ACCESSORIES, MODEL D-025, WITH NYLON BODY.
3. FIELD ROUTE DRAIN LINES FROM RPZ AND AIR RELEASE VALVE TO A COMMON DISCHARGE POINT.

PERMIT SET

REV. NO.	DESCRIPTION	DATE

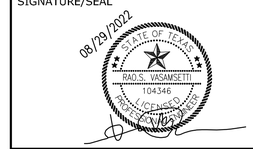
Notes:

LOCATION MAP
(NOT TO SCALE)



LEGEND

SIGNATURE/SEAL



RCE RAO'S CONSULTING ENGINEERS
TXPE FIRM#17555
P.O. BOX, 592991 SAN ANTONIO TX 78258
PHONE: 210.549.7557 FAX:512.656.4595
ww.raosengineering.com

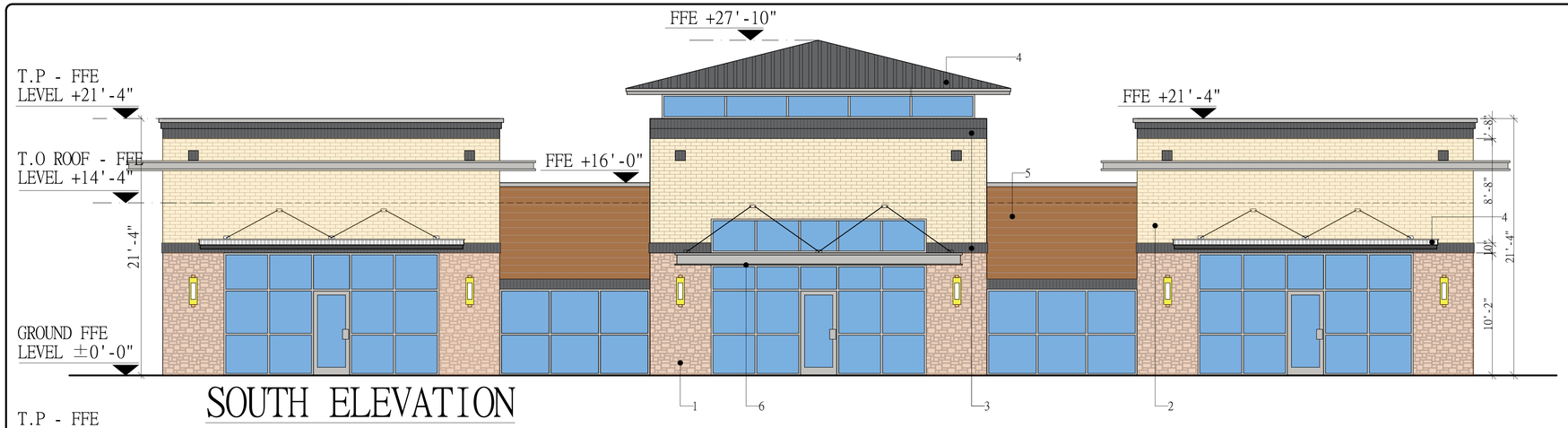
PROJECT DESCRIPTION:

3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

TITLE:

DETAIL SHEET

DATE : 07/20/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO
DRAWN BY : MO	C5.40
CHECKED BY : RV	



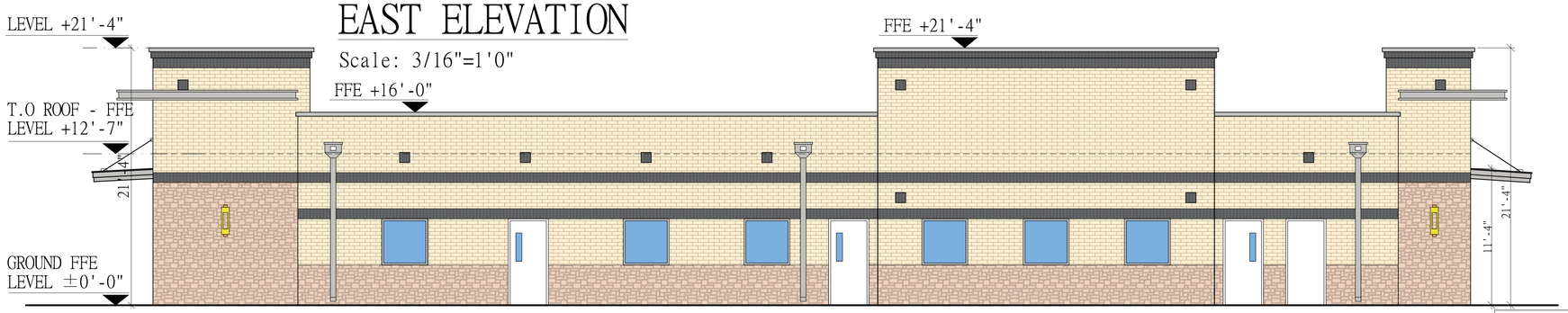
SOUTH ELEVATION

Scale: 3/16"=1'0"



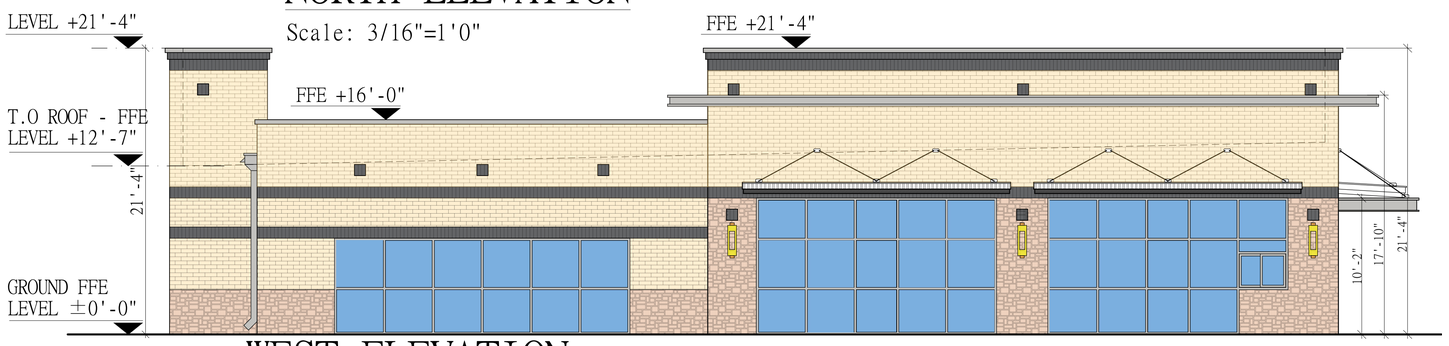
EAST ELEVATION

Scale: 3/16"=1'0"



NORTH ELEVATION

Scale: 3/16"=1'0"



WEST ELEVATION

Scale: 3/16"=1'0"

GRAPHIC SCALE

32" 0 16 32

(IN FEET)

SCALE : 3/16" = 1'-0"

EXTERIOR MATERIAL FINISH SCHEDULE

	MATERIAL	DESCRIPTION	COLOR
1	NATURAL STONE	ACME BRICK (PRAIRIE) NATUARAL LIME STONE	
2	PREMIER GLAZED SOLID BRICK	ACME BRICK (BIG BEND) Modular size (2 1/4" x 7 5/8" x 5/8")	
3	SOLDIER COURSE STANDING BRICK	ALLENTOWN VELOUR TEXTURE TULSA PLANT TUP008- 866922 MODULAR SIZE (2 1/4" x 7 5/8" x 5/8")	
4	STAND SEEM LIGHT GRAY METAL ROOFING	METAL SUPPLIER	
5	NICHIA PANEL	VINTAGEWOOD WOOD SERIES (CEDAR) AWP 1818	
6	HEAVY PECKY GRAIN CEILING SOFFIT	PECKY BOLIVIAN WALNUT 1X6 V-GROOVE (3/4" X 5")	

MATERIAL TAKE-OFF

VIEW	TEXANA GOLD STONE	BRICK	OTHERS	GLAZING	TOTAL
SOUTH ELEVATION	568 SF	1144 SF	335 SF	708 SF = 25%	2755 SF
	TOTAL MASONRY EXCLUDING DOORS / WINDOWS				
	2047 SF	1712 SF = 83%			
WEST ELEVATION	186 SF	817 SF	200 SF	510 SF = 30%	1713 SF
	TOTAL MASONRY EXCLUDING DOORS / WINDOWS				
	1203 SF	1003 SF = 83%			
NORTH ELEVATION	442 SF	1191 SF	182 SF	186 SF = 9.30%	2001 SF
	TOTAL MASONRY EXCLUDING DOORS / WINDOWS				
	1815 SF	1633 SF = 90%			
EAST ELEVATION	186 SF	783 SF	204 SF	510 SF = 30%	1683 SF
	TOTAL MASONRY EXCLUDING DOORS / WINDOWS				
	1173 SF	969 SF = 83%			

FACADE PLAN NOTES

- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRED REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
- ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE.
- WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- ALL SIGNAGE AREA AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES.
- ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL.

ARTICLE VI, TABLE B	
EXTERIOR CATEGORIES & MATERIALS FOR COMMERCIAL	
CATEGORIES	MATERIALS
A	BRICK, STONE, OR MANUFACTURED STONE
B	SPLIT-FACE CMU, STUCCO, CEMENTITIOUS FIBER BOARD, ENGINEERED WOOD, TILT-WALL CONSTRUCTION
C	METAL, WOOD, TILE, GLASS, EIFS
PROHIBITED	PLAIN CONCRETE BLOCK, AGGREGATE, VINYL, PLASTIC

ISSUE FOR:

- FOR INTER REVIEW ONLY
- BID ONLY
- PERMITS SET
- CONSTRUCTION SET

REVISIIONS:

NO.	DATE	DESCRIPTION

MAKMO DESIGN
86 ZENITH LANE, SUGAR LAND, TX 77498
PH # 832-231-7047 TBPE FIRM. # 21236

PROPOSED LEASE SPACE BUILDING
LOCATED AT
LITTLE ELM, TX

SEAL :

STATE OF TEXAS
ASHLEY BICE
134060
LICENSED
PROFESSIONAL ENGINEER
3/16/22

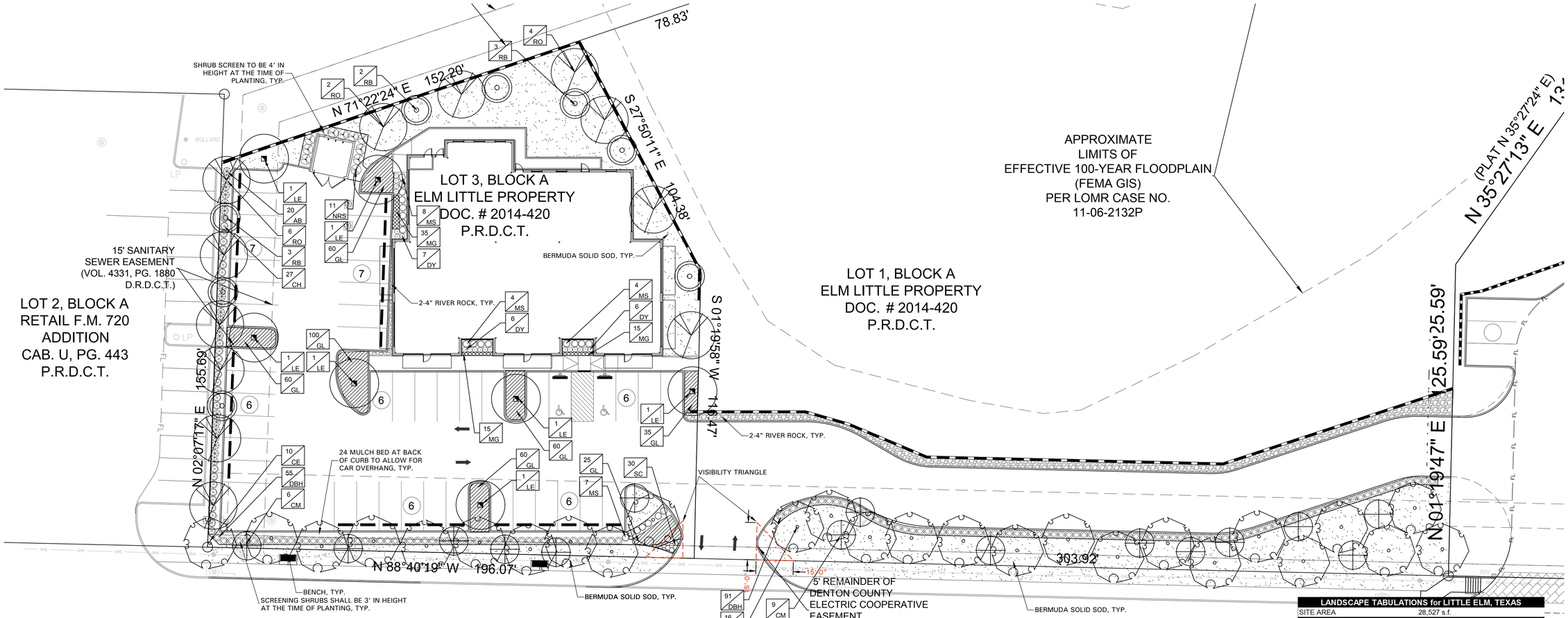
DATE: 07/26/2022

PROJECT NUMBER	:	22-000
SCALE	:	3/16" =1'-0"
DRAWN BY	:	A.B
CHECKED BY:		A.B
SHEET TITLE	:	

ELEVATION 1 & 2

DRAWING NUMBER:

A-2.0



FM 720
ELDORADO PARKWAY
(VARIABLE WIDTH RIGHT-OF-WAY)

ALL CANOPY TREES SHALL BE MORE THAN 30' TALL AT MATURITY.

ALL LARGE SHADE TREES TO BE 4" CALIPER

ALL ORNAMENTAL TREES TO BE 8' IN HEIGHT AT THE TIME OF PLANTING.

PLANT SCHEDULE

QTY	LABEL	COMMON NAME	SCIENTIFIC NAME	SIZE	NOTES
		SHADE TREES			
26	CE	Cedar Elm	*Ulmus crassifolia*	4" cal.	12' ht., 4' spread, matching
7	LE	Lacebark Elm	*Ulmus parvifolia 'Sempervirens'*	4" cal.	12' ht., 4' spread
12	RO	Texas Red Oak	*Quercus texana*	4" cal.	12' ht., 4' spread, matching
		ORNAMENTAL TREES			
15	CM	Crepe Myrtle 'Tuscarora'	*Lagerstromia indica 'Tuscarora'*	30 gal.	8' ht. 3' spread, matching
8	RB	Oklahoma Redbud	*Cercis reniformis 'Oklahoma'*	30 gal.	8' ht., 4' spread, 3 trunk min.
		SHRUBS			
20	AB	Abelia 'Twist of Lime'	*Abelia x grandiflora 'Hopley's'*	3' ht.	full, 36" o.c.
27	CH	Carissa Holly	*Ilex comuta 'Carissa'*	3' ht.	full, 36" o.c.
146	DBH	Dwarf Burford Holly	*Ilex comuta ' Burford Nana'*	3' ht.	full, 36" o.c.
19	DY	Dwarf Yaupon Holly	*Ilex vomitoria 'Condeaux'*	5 gal.	full, 24" sprd, 24" o.c.
22	MS	Morning Light Miscanthus	*Miscanthus sinensis 'Morning Light'*	5 gal.	full, 20" spread, 36" o.c.
11	NRS	Nellie R Stevens Holly	*Ilex x 'Nellie R. Stevens'*	4' ht.	full, 40" o.c.; 4' ht.
		GROUNDCOVER/VINES/GRASS			
400	GL	Giant Liropе	*Liriope gigantea*	1 gal.	full, 18" o.c.
65	MG	Variegated Mondo Grass	*Ophiopogon japonicus 'Variegata'*	1 gal.	full, 12" o.c.
30	SC	Seasonal Color		4" pots	full, 12" o.c.
		Bermuda Solid Sod	*Cynodon dactylon*		
		2-4" River Rock			

Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. Trees shall have a strong central leader and be of matching specimens. All plant material shall meet or exceed remarks as indicated.

GRAPHIC SCALE
0 20 40 FEET
Scale 1"=20' - 0"

GENERAL LAWN NOTES

1. CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER
2. LAWN AREAS SHALL BE LEFT 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION.
3. CONTRACTOR TO FIND GRADE AREAS TO ACHIEVE FINAL CONTOURS AS SHOWN ON CIVIL DRAWINGS. POSITIVE DRAINAGE SHALL BE PROVIDED AWAY FROM ALL BUILDINGS. ROUNDING AT TOP AND BOTTOM OF SLOPES SHALL BE PROVIDED AND IN OTHER BREAKS IN GRADE. CORRECT AREAS WHERE STANDING WATER MAY OCCUR.
4. ALL LAWN AREAS SHALL BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
5. CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" IN DIAMETER AND LARGER. REMOVE ALL DIRT CLODS, STICKS, CONCRETE SPOILS, TRASH ETC PRIOR TO PLACING TOPSOIL AND GRASS INSTALLATION.
6. CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE.
7. CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT IF NECESSARY.

SOLID SOD:

1. SOLID SOD SHALL BE PLACED ALONG ALL IMPERVIOUS EDGES, AT A MINIMUM. THIS SHALL INCLUDE CURBS, WALKS, INLETS, MANHOLES AND PLANTING BED AREAS. SOD SHALL COVER OTHER AREAS COMPLETELY AS INDICATED BY PLAN.
2. SOD SHALL BE STRONGLY ROOTED DROUGHT RESISTANT SOD, NOT LESS THAN 2 YEARS OLD, FREE OF WEEDS AND UNDESIRABLE NATIVE GRASS AND MACHINE CUT TO PAD THICKNESS OF 3/4" (+1/4"), EXCLUDING TOP GROWTH AND THATCH.
3. LAY SOD BY HAND TO COVER INDICATED AREAS COMPLETELY, ENSURING EDGES ARE TOUCHING WITH TIGHTLY FITTING JOINTS, NO OVERLAPS WITH STAGGERED STRIPS TO OFFSET JOINTS.
4. TOP DRESS JOINTS IN SOD BY HAND WITH TOPSOIL TO FILL VOIDS IF NECESSARY
5. SOD SHALL BE ROLLED TO CREATE A SMOOTH EVEN SURFACE. SOD SHOULD BE WATERED THOROUGHLY DURING INSTALLATION PROCESS.
6. SHOULD INSTALLATION OCCUR BETWEEN OCTOBER 1ST AND MARCH 1ST, OVERSEED BERMUDAGRASS SOD WITH WINTER RYEGRASS AT A RATE OF 4 POUNDS PER 1000 S.F.

HYDROMULCH:

1. SCARIFY AND LOOSEN ALL AREAS TO BE HYDROMULCHED TO A MINIMUM DEPTH OF 4" PRIOR TO TOPSOIL AND HYDROMULCH INSTALLATION.
2. BERMUDA GRASS SEED SHALL BE EXTRA HULLED, TREATED LAWN TYPE. SEED SHALL BE DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AND SHALL MEET ALL STATE/LOCAL LAW REQUIREMENTS.
3. FIBER SHALL BE 100% WOOD CELLULOSE FIVER, DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AS MANUFACTURED BY 'CONWEB' OR EQUAL.
4. FIBER TACK SHALL BE DELIVERED TO THE SITE IN ITS UNOPENED CONTAINER AND SHALL BE 'TERRO-TACK ONE', AS MANUFACTURED BY GROWERS, INC OR APPROVED EQUAL.
5. HYDROMULCH WITH BERMUDA GRASS SEET AT A RATE OF 2 POUNDS PER 1000 S.F.
6. USE A BATTER BOARD AGAINST ALL BED AREAS TO PREVENT OVER SPRAY.
7. IF INADEQUATE MOISTURE IS PRESENT IN SOIL, APPLY WATER AS NECESSARY FOR OPTIMUM MOISTURE FOR SEED APPLICATION.
8. IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1ST AND MAY 1ST, ALL HYDROMULCH AREAS SHALL BE OVER-SEEDED WITH WINTER RYE GRASS AT A RATE OF FOUR POUNDS PER ONE THOUSAND SQUARE FEET. CONTRACTOR SHALL BE REQUIRED TO RE-HYDROMULCH WITH BERMUDA GRASS THE FOLLOWING GROWING SEASON AS PART OF THIS CONTRACT.
9. AFTER APPLICATION, NO EQUIPMENT SHALL OPERATE OVER APPLIED AREAS. WATER SEEDED AREAS IMMEDIATELY AFTER INSTALLATION TO SATURATION.
10. ALL LAWN AREAS TO BE HYDROMULCHED SHALL ACHIEVE 100% COVERAGE PRIOR TO FINAL ACCEPTANCE.

LANDSCAPE NOTES

1. CONTRACTOR TO VERIFY AND LOCATE ALL PROPOSED AND EXISTING ELEMENTS. NOTIFY LANDSCAPE ARCHITECT OR DESIGNATED REPRESENTATIVE FOR ANY LAYOUT DISCREPANCIES OR ANY CONDITION THAT WOULD PROHIBIT THE INSTALLATION AS SHOWN. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS
2. CONTRACTOR SHALL CALL 911 TO VERIFY AND LOCATE ANY AND ALL UTILITIES ON SITE PRIOR TO COMMENCING WORK. LANDSCAPE ARCHITECT SHOULD BE NOTIFIED OF ANY CONFLICTS. CONTRACTOR TO EXERCISE EXTREME CAUTION WHEN WORKING NEAR UNDERGROUND UTILITIES.
3. A MINIMUM OF 2% SLOPE SHALL BE PROVIDED AWAY FROM ALL STRUCTURES.
4. CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
5. LANDSCAPE ISLANDS SHALL BE CROWNED, AND UNIFORM THROUGHOUT THE SITE.
6. PLANTING AREAS AND SOD TO BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS OR CURBS. EDGING NOT TO BE MORE THAN 1/2" ABOVE FINISHED GRADE.
7. EDGING SHALL BE CUT AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND/OR CURBS.
8. MULCH SHALL BE INSTALLED AT 1/2" BELOW THE TOPS OF SIDEWALKS AND CURBING.
9. QUANTITIES ON THESE PLANS ARE FOR REFERENCE ONLY. THE SPACING OF PLANTS SHOULD BE AS INDICATED ON PLANS OR OTHERWISE NOTED. ALL TREES AND SHRUBS SHALL BE PLANTED PER DETAILS.
10. CONTAINER GROWN PLANT MATERIAL IS PREFERRED HOWEVER BALL AND BURLAP PLANT MATERIAL CAN BE SUBSTITUTED IF NEED BE AND IS APPROPRIATE TO THE SIZE AND QUALITY INDICATED ON THE PLANT MATERIAL LIST.
11. TREES SHALL BE PLANTED AT A MINIMUM OF 5' FROM ANY UTILITY LINE, SIDEWALK OR CURB. TREES SHALL ALSO BE 10' CLEAR FROM FIRE HYDRANTS.
12. 4" OF SHREDDED HARDWOOD MULCH (2" SETTLED THICKNESS) SHALL BE PLACED OVER WEED BARRIER FABRIC. MULCH SHALL BE SHREDDED HARDWOOD MULCH OR APPROVED EQUAL. PINE STRAW MULCH IS PROHIBITED.
13. WEED BARRIER FABRIC SHALL BE USED IN PLANT BEDS AND AROUND ALL TREES AND SHALL BE MIRAFI 140S WEED BARRIER OR APPROVED EQUAL.
14. CONTRACTOR TO PROVIDE UNIT PRICING OF LANDSCAPE MATERIALS AND BE RESPONSIBLE FOR OBTAINING ALL LANDSCAPE AND IRRIGATION PERMITS.

IRRIGATION:

1. ALL REQUIRED LANDSCAPE AREAS SHALL HAVE AN AUTOMATIC IRRIGATION SYSTEM WITH A FREEZE/RAIN SENSOR. SYSTEM SHALL ALSO HAVE AN ET WEATHER BASED CONTROLLER AND BE DESIGNED AND INSTALLED BY A LICENSED IRRIGATOR.

MAINTENANCE REQUIREMENTS:

1. VEGETATION SHOULD BE INSPECTED REGULARLY TO ENSURE THAT PLANT MATERIAL IS ESTABLISHING PROPERLY AND REMAINS IN A HEALTHY GROWING CONDITION APPROPRIATE FOR THE SEASON. IF DAMAGED OR REMOVED, PLANTS MUST BE REPLACED BY A SIMILAR VARIETY AND SIZE.
2. MOWING, TRIMMING, EDGING AND SUPERVISION OF WATER APPLICATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNTIL THE OWNER OR OWNER'S REPRESENTATIVE ACCEPTS AND ASSUMES REGULAR MAINTENANCE.
3. ALL LANDSCAPE AREAS SHOULD BE CLEANED AND KEPT FREE OF TRASH, DEBRIS, WEEDS AND OTHER MATERIAL.

MISCELLANEOUS MATERIALS:

1. STEEL EDGING SHALL BE 3/16" X 4 X 16' DARK GREEN DURAEDGE STEEL LANDSCAPE EDGING UNLESS NOTED OTHERWISE ON PLANS/DETAILS.
2. RIVER ROCK SHALL BE ARIZONA RIVER ROCK, 2" - 4" DIAMETER. RIVER ROCK SHALL BE COMPACTED TO A MINIMUM OF 3" DEPTH OVER FILTER FABRIC.

LANDSCAPE TABULATIONS for LITTLE ELM, TEXAS

SITE AREA 28,527 s.f.

INTERIOR LANDSCAPE REQUIREMENTS

1. A min. of 10% of the gross vehicular use areas shall be devoted to living landscape.
2. There shall be a min. of one large canopy tree for each 400 s.f. of required interior landscape area.
3. Inteior parking islands shall contain one canopy tree located at the end of all parking rows.
4. One tree shall be provided for every 12 spaces. (13 spaces provided)

REQUIRED	PROVIDED
1546 s.f. (10%)	1600 s.f. (10%)
4 trees	6 trees, 3" cal. (trees will have a canopy larger than 30')

PERIMETER LANDSCAPE REQUIREMENTS

1. All vehicular use areas shall be screened from abutting properties and the public right-of-way with an evergreen hedge, berm or other durable landscape barrier. Shrubs shall be a min. of 36" tall at time of planting.
2. Minimum number o flarge trees within perimeter landscape buffers: Perimeter kadnscape buffers not adjacent to the public right-of-way shall contain at least one large canopy tree every 25 linear feet or fraction thereof when adjancent to another commercial use, and at least on elarge canopy tree every 20 linear feet when adjace to residential uses or zoning. Trees may be grouped or clustered to facilitate site design and shall appropriately be staggered when adjancet to property of the same zoning.
3. For every five large canopy trees reuiqred along the street frontage and perimeter, three small ornamental tree shall also be provided.

REQUIRED	PROVIDED
screening	screening - 36" at the time of planting
Eldorado Parkway - 108 l.f.	
10 trees	10 shade trees
6 ornamental trees	6 ornamental trees
Town Owned Property	
Eldorado Parkway - 303 l.f.	
16 trees	16 shade trees
9 ornamental trees	9 ornamental trees
West property - 156 l.f.	
8 trees	8 shade trees
3 ornamental trees	3 ornamental trees
East property - 116 l.f.	
5 trees	5 shade trees
3 ornamental trees	3 ornamental trees
North property - l.f.	
NA	NA

POINT SYSTEM

REQUIRED	PROVIDED
20 points	5 points - enhanced landscape
	5 points - open space greater
	5 points - Enhanced site canopy
	5 points - enhanced entranceway paving

AWR Designs, LLC
P.O. Box 1746
Alvin, Texas 77512-6008
amanda@awr-designs.com
c. 512.517.5589

AWR

3P ELM

1728 E ELDORADO PARKWAY
LITTLE ELM, TEXAS 75068

REGISTERED LANDSCAPE ARCHITECT
AMANDA W. RICHARDSON
2754
STATE OF TEXAS

Project Number: 22156

Drawn By: AWR

Checked By: AWR

Issue Date: 7-27-22

Revisions

Sheet Title:

LANDSCAPE PLAN

Sheet Number:

L1.01

SECTION 32 9300 - LANDSCAPE

PART 1 - GENERAL

1.1 QUALIFICATIONS OF THE LANDSCAPE CONTRACTOR.

A. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING

1.2 REFERENCE DOCUMENTS

A. REFER TO LANDSCAPE PLANS, NOTES, SCHEDULES AND DETAILS FOR ADDITIONAL REQUIREMENTS

1.3 SCOPE OF WORK / DESCRIPTION OF WORK

A. WORK COVERED BY THESE SECTIONS INCLUDES: FURNISH ALL SUPERVISIONS, LABOR, MATERIALS, SERVICES, EQUIPMENT AND APPLIANCES REQUIRED TO COMPLETE THE WORK COVERED IN CONJUNCTION WITH THE LANDSCAPING COVERED IN LANDSCAPE PLANS AND SPECIFICATIONS INCLUDING:
   1. PLANTING (TREES, SHRUBS, GRASSES)
      1. BED PREP AND FERTILIZATION
      3. NOTIFICATION OF SOURCES
      4. WATER AND MAINTENANCE UNTIL ACCEPTANCE
      5. GUARANTEE

B. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.

C. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK

1.4 REFERENCES

A. AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY AMERICAN ASSOCIATION OF NURSERYMEN; 27 OCTOBER 1980, EDITION; BY AMERICAN NATIONAL STANDARDS INSTITUTE (Z60.1) - PLANT MATERIAL

B. AMERICAN JOINT COMMITTEE ON HORTICULTURE NOMENCLATURE; 1942 EDITION OF STANDARDIZED PLANT NAMES.

C. TEXAS ASSOCIATION OF NURSERYMEN, GRADES AND STANDARDS

1.5 SUBMITTALS

A. PROVIDE REPRESENTATIVE QUANTITIES OF EACH SOIL, MULCH, BED MIX, GRAVEL AND STONE FOR INSTALLATION. SAMPLES TO BE APPROVED BY OWNER'S REPRESENTATIVE BEFORE USE.

B. SOIL AMENDMENTS AND FERTILIZERS SHOULD BE RESEARCHED AND BASED ON THE SOILS IN THE AREA.

C. BEFORE INSTALLATION, SUBMIT DOCUMENTATION THAT PLANT MATERIALS ARE AVAILABLE AND HAVE BEEN RESERVED. FOR ANY PLANT MATERIAL NOT AVAILABLE, SUBMIT REQUEST FOR SUBSTITUTION.

1.6 JOB CONDITIONS, DELIVERY, STORAGE AND HANDLING

A. GENERAL CONTRACTOR TO COMPLETE WORK BEFORE LANDSCAPE CONTRACTOR TO COMMENCE.

B. ALL PLANTING BED AREAS SHALL BE LEFT THREE INCHES BELOW FINAL GRADE OF SIDEWALKS, DRIVES AND CURBS. ALL AREAS TO RECEIVE SOLID SOD SHALL BE LEFT ONE INCH BELOW THE FINAL GRADE OF WALKS, DRIVES AND CURBS. CONSTRUCTION DEBRIS SHALL BE REMOVED PRIOR TO LANDSCAPE CONTRACTOR BEGINNING WORK

C. STORAGE OF MATERIALS AND EQUIPMENT AT THE JOB SITE WILL BE AT THE RISK OF THE LANDSCAPE CONTRACTOR. THE OWNER CANNOT BE HELD RESPONSIBLE FOR THEFT OR DAMAGE.

1.7 SEQUENCING

A. INSTALL TREES, SHRUBS, AND LINER STOCK PLANT MATERIALS PRIOR TO INSTALLATION OF LAWN/SOLID SOD.

B. WHERE EXISTING TURF AREAS ARE BEING CONVERTED TO PLANTING BEDS, THE TURF SHALL BE CHEMICALLY ERADICATED TO MINIMIZE RE-GROWTH IN THE FUTURE. AREAS SHALL BE PROPERLY PREPARED WITH AMENDED ORGANIC MATTER.

1.8 MAINTENANCE AND GUARANTEE

MAINTENANCE:

A. THE LANDSCAPE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK FROM THE TIME OF PLANTING UNTIL FINAL ACCEPTANCE BY OWNER.

B. NO TREES, GRASS, GROUNDCOVER OR GRASS WILL BE ACCEPTED UNLESS THEY SHOW HEALTHY GROWTH AND SATISFACTORY FOLIAGE CONDITIONS.

C. MAINTENANCE SHALL INCLUDE WATERING OF TREES AND PLANTS, CULTIVATION, WEEDING, EDGING, PRUNING OF TREES, MOWING OF GRASS, CLEANING UP AND ALL OTHER WORK NECESSARY FOR MAINTENANCE.

D. A WRITTEN NOTICE REQUESTING FINAL INSPECTION AND ACCEPTANCE SHOULD BE SUBMITTED TO THE OWNER AT LEAST 7 DAYS PRIOR TO COMPLETION. AN ON SITE INSPECTION BY THE OWNER'S AUTHORIZED REPRESENTATIVE WILL BE COMPLETED PRIOR TO WRITTEN ACCEPTANCE.

E. NOTIFY OWNER OR OWNER'S REPRESENTATIVE SEVEN DAYS PRIOR TO THE EXPIRATION OF THE WARRANTY PERIOD.

F. REMOVE DEAD, UNHEALTHY AND UNSIGHTLY PLANTS DURING WARRANTY PERIOD

G. REMOVE GUYING AND STAKING MATERIALS AFTER ONE YEAR

H. ALL LANDSCAPE MUST BE MAINTAINED AND GRASS MOWED-EDGED ON A WEEKLY SCHEDULE UNTIL ACCEPTANCE BY OWNER. REMOVE CLIPPINGS AND DEBRIS FROM SITE PROMPTLY.

I. REMOVE TRASH, DEBRIS, AND LITTER. WATER, PRUNE, RESTAKE TREES, FERTILIZE, WEED AND APPLY HERBICIDES AND FUNGICIDES AS REQUIRED.

J. COORDINATE THE OPERATION OF IRRIGATION SYSTEM TO ENSURE THAT PLANTS ARE ADEQUATELY WATERED. HAND WATER AREAS NOT RECEIVING ADEQUATE WATER FROM AN IRRIGATION SYSTEM.

K. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN ACCORDANCE TO THE MAINTENANCE SERVICE TO ENSURE THE SYSTEM IS IN PROPER WORKING ORDER WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.

L. REAPPLY MULCH TO BARE AND THIN AREAS.

M. SHOULD SEEDED AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL, HEALTHY STAND OF GRASS AT NO ADDITIONAL COST TO THE OWNER.

N. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:
   a. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CRITERION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE
   b. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
   c. SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING. HYDROMULCHED AREAS SHALL SHOW ACTIVE, HEALTHY GROWTH. BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESODDED OR RESEEDED (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED.

GUARANTEE:

A. TREES, SHRUBS, GROUNDCVOER SHALL BE GUARANTEED (IN WRITING) FOR A 12 MONTH PERIOD (90 DAYS FOR ANNUAL PLANTING OR AT THE END OF THE SEASONAL COLOR GROWING SEASON, WHICHEVER COMES SOONER) AFTER FINAL ACCEPTANCE. THE CONTRACTOR SHALL REPLACE ALL DEAD MATERIALS AS SOON AS WEATHER PERMITS AND UPON NOTIFICATION OF THE OWNER.

B. PLANTS INCLUDING TREES, WHICH HAVE PARTIALLY DIED SO THAT SHAPE, SIZE OR SYMMETRY HAVE BEEN DAMAGED SHALL BE CONSIDERED SUBJECT TO REPLACEMENT. IN SUCH CASES, THE OPINION OF THE OWNER SHALL BE FINAL.

C. PLANTS USED FOR REPLACEMENT SHALL BE OF THE SAME SIZE AND KIND AS THOSE ORIGINALLY PLANTED OR SPECIFIED. ALL WORK INCLUDING MATERIALS, LABOR AND EQUIPMENT USED IN REPLACEMENTS SHALL CARRY A 12 MONTH GUARANTEE AND SHALL GROW ACTIVE, HEALTHY GROWTH. BARE AREAS INCURRED AS A RESULT OF MAKING REPLACEMENTS SHALL BE IMMEDIATELY REPAIRED.

D. WHEN PLANT REPLACEMENTS ARE MADE, PLANTS, SOIL MIX, FERTILIZER AND MULCH ARE TO BE UTILIZED AS ORIGINALLY SPECIFIED AND RE-INSPECTED FOR FULL COMPLIANCE WITH THE CONTRACT REQUIREMENTS. PLANT REPLACEMENTS ARE INCLUDED UNDER 'WORK' OF THIS SECTION.

E. THE OWNER AGREES THAT FOR THE ONE YEAR WARRANTY PERIOD TO BE EFFECTIVE, HE WILL WATER PLANTS AT LEAST TWICE A WEEK DURING DRY PERIODS.

F. THE ABOVE GUARANTEE SHALL NOT APPLY WHERE PLANTS DIE AFTER ACCEPTANCE BECAUSE OF DAMAGE DUE TO ACTS OF GOD, VANDALISM, INSECTS, DISEASE, INJURY BY HUMANS, MACHINES, THEFT OR NEGLIGENCE BY OWNER.

G. ACCEPTANCE FOR ALL LANDSCAPE WORK SHALL BE GIVEN AFTER FINAL INSPECTION BY THE OWNER PROVIDED THE JOB IS IN A COMPLETE, UNDAMAGED CONDITION AND THERE IS A STAND OF GRASS IN ALL LAWN AREAS. AT THAT TIME, THE OWNER WILL ASSUME MAINTENANCE ON THE ACCEPTED WORK.

1.9 QUALITY ASSURANCE

A. COMPLY WITH ALL FEDERAL, STATE, COUNTY AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK.

B. EMPLOY PERSONNEL EXPERIENCED AND FAMILIAR WITH THE REQUIRED WORK AND SUPERVISION BY A FOREMAN.

C. MAKE CONTACT WITH SUPPLIERS IMMEDIATELY UPON OBTAINING NOTICE OF CONTRACT ACCEPTANCE TO SELECT AND BOOK MATERIALS.

D. DEVELOP A PROGRAM OF MAINTENANCE (PRUNING AND FERTILIZATION) WHICH WILL ENSURE THE PURCHASED MATERIALS WILL MEET AND/OR EXCEED PROJECT SPECIFICATIONS.

E. DO NOT MAKE PLANT MATERIAL SUBSTITUTIONS. IF THE LANDSCAPE MATERIAL SPECIFIED IS NOT READILY AVAILABLE, SUBMIT PROOF TO LANDSCAPE ARCHITECT ALONG WITH THE PROPOSED MATERIAL TO BE USED IN LIEU OF THE SPECIFIED PLANT.

F. AT THE TIME BIDS ARE SUBMITTED, THE CONTRACTOR IS ASSUMED TO HAVE LOCATED THE MATERIALS NECESSARY TO COMPLETE THE JOB AS SPECIFIED.

G. OWNER'S REPRESENTATIVE SHALL INSPECT ALL PLANT MATERIAL AND RETAINS THE RIGHT TO INSPECT MATERIALS UPON ARRIVAL TO THE SITE AND DURING INSTALLATION. THE OWNERS REPRESENTATIVE MAY ALSO REJECT ANY MATERIALS HE/SHE FEELS TO BE UNSATISFACTORY OR DEFECTIVE DURING THE WORK PROCESS. ALL PLANTS DAMAGED IN TRANSIT OR AT THE JOB SITE SHALL BE REJECTED.

1.10 PRODUCT DELIVERY, STORAGE AND HANDLING

A. PREPARATION

1. BALLED AND BURLAPPED B&B PLANTS): DIG AND PREPARE SHIPMENT IN A MANNER THAT WILL NOT DAMAGE ROOTS, BRANCHES, SHAPE AND FUTURE DEVELOPMENT.

2. CONTAINER GROWN PLANTS: DELIVER PLANTS IN RIGID CONTAINER TO HOLD BALL SHAPE AND PROTECT ROOT MASS.

B. DELIVERY

1. DELIVER PACKAGED MATERIALS IN SEALED CONTAINERS SHOWING WEIGHT, ANALYSIS AND NAME OF MANUFACTURER. PROTECT MATERIALS FROM DETERIORATION DURING DELIVERY AND WHILE STORED ON SITE.

2. DELIVER ONLY PLANT MATERIALS THAT CAN BE PLANTED IN ONE DAY UNLESS ADEQUATE STORAGE AND TEMPORARY FACILITIES ARE AVAILABLE ON SITE

3. PROTECT ROOT BALLS BY HEELING IN WITH SAWDUST OR OTHER APPROVED MOISTURE RETAINING MATERIAL IF NOT PLANTED WITHIN 24 HOURS OF DELIVERY.

4. PROTECT PLANTS DURING DELIVERY TO PREVENT DAMAGE TO ROOT BALL OR DESICCATION OF LEAVES.

5. KEEP PLANTS MOIST AT ALL TIMES. COVER ALL MATERIALS DURING TRANSPORT.

6. NOTIFY OWNERS REPRESENTATIVE OF DELIVERY 72 HOURS PRIOR TO DELIVERY OF PLANT MATERIAL AT JOB SITE.

7. REMOVE REJECTED PLANT MATERIAL IMMEDIATELY FROM JOB SITE.

8. TO AVOID DAMAGE OR STRESS, DO NOT LIFT, MOVE, ADJUST TO PLUMB, OR OTHERWISE MANIPULATE PLANTS BY TRUNK OR STEMS.

PART 2 - PRODUCTS

2.1 PLANT MATERIALS

A. GENERAL: WELL FORMED NO. 1 GRADE OR BETTER NURSERY GROWN STOCK, LISTED PLANT HEIGHTS ARE FROM TOPS OF FOOT BALLS TO MAIN NORMAL TOPS OF PLANTS. SPREAD REFERS TO NOMINAL OUTER WIDTH OF THE PLANT NOT THE OUTER LEAF TIPS. PLANTS SHALL BE INDIVIDUALLY APPROVED BY THE OWNERS REPRESENTATIVE AND THEIR DECISION AS TO THEIR ACCEPTABILITY SHALL BE FINAL.

B. QUANTITIES: THE DRAWINGS AND SPECIFICATIONS ARE COMPLIMENTARY. ANYTHING CALLED FOR ON ONE AND NOT THE OTHER IS AS BINDING AS IF SHOWN AND CALLED FOR ON BOTH. THE PLANT SCHEDULE IS AN AID TO BIDDERS ONLY. CONFIRM ALL QUANTITIES ON PLAN.

C. QUANTITIES AND SIZE: PLANT MATERIALS SHALL CONFORM TO THE SIZE GIVEN ON THE PLAN AND SHALL BE HEALTHY, WELL SHAPED, FULL BRANCHED AND WELL ROOTED. SYMMETRY IS ALSO IMPERATIVE. PLANTS SHALL BE FREE FROM DISEASES, INSECTS, INJURY, DISEASE, BROKEN BRANCHES, DISFIGUREMENTS, INSECT EGGS AND ARE TO BE OF SPECIMEN QUALITY.

D. APPROVAL: ALL PLANTS WHICH ARE FOUND UNSUITABLE IN GROWTH OR ARE UNHEALTHY, BADLY SHAPED OR UNDERSIZED WILL BE REJECTED BY THE OWNERS REPRESENTATIVE EITHER BEFORE OR AFTER PLANTING AND SHALL BE REMOVED AT THE EXPENSE OF THE LANDSCAPE CONTRACTOR AND REPLACED WITH ACCEPTABLE SPECIMENS.

E. TREES SHALL BE HEALTHY, FULL BRANCHED, WELL SHAPED AND SHALL MEET THE MINIMUM REQUIREMENTS AS SPECIFIED ON THE PLANT SCHEDULE. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE IF POSSIBLE, AND WITH SIMILAR CLIMACTIC CONDITIONS.

F. PRUNING: ALL PRUNING OF TREES AND SHRUBS SHALL BE EXECUTED BY THE LANDSCAPE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER, PRIOR TO FINAL ACCEPTANCE.

G. PLANTS SHALL CONFORM TO THE MEASUREMENTS SPECIFIED, EXCEPT THE PLANTS LARGER THAN THOSE SPECIFIED MAY BE USED. USE OF LARGER PLANTS SHALL NOT INCREASE THE CONTRACT PRICE.

H. WHERE MATERIALS ARE PLANTED IN MASSES, PROVIDE PLANTS OF UNIFORM SIZE.

I. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED, FIBROUS ROOT SYSTEMS, NON-POT-BOUND, FREE FROM ENCIRCLING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS).

J. ALL TREES SHALL BE STANDARD IN FORM, UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING

K. TREE TRUNKS TO BE STURDY, EXHIBIT HARDENED SYSTEMS AND VIGOROUS AND FIBROUS ROOT SYSTEMS, NOT ROOT OR POT BOUND.

L. TREES WITH DAMAGED OR CROOKED LEADERS, BARK ABRASIONS, SUNSCALD, DISFIGURING KNOTS, OR INSECT DAMAGE WILL BE REJECTED.

M. CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER, AND TWELVE INCHES ABOVE THE ROOT FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER

N. MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL.

O. ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED, SHALL BE REJECTED.

P. SOD: PROVIDE WELL-ROOTED SOD OF THE VARIETY NOTED ON THE PLANS. SOD SHALL BE CUT FROM HEALTHY, MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOD.

2.2 SOIL PREPARATION MATERIALS

A. SANDY LOAM:

1. FRIABLE, FERTILE, DARK, LOAMY SOIL, FREE OF CLAY LUMPS, SUBSOIL, STONES AND OTHER EXTRANEOUS MATERIAL AND REASONABLY FREE OF WEEDS AND FOREIGN GRASSES. LOAM CONTAINING DALLASGRASS OR NUTGRASS SHALL BE REJECTED.

2. PHYSICAL PROPERTIES AS FOLLOWS:
   a. CLAY – BETWEEN 7-27%
   b. SILT – BETWEEN 15-25%
   c. SAND – LESS THAN 52%

3. ORGANIC MATTER SHALL BE 3%-10% OF TOTAL DRY WEIGHT.

4. IF REQUESTED, LANDSCAPE CONTRACTOR SHALL PROVIDE A CERTIFIED SOIL ANALYSIS CONDUCTED BY AN APPROVED SOIL TESTING LABORATORY VERIFYING THAT SANDY LOAM MEETS THESE ABOVE REQUIREMENTS.

B. ORGANIC MATERIAL: COMPOST WITH A MIXTURE OF 80% VEGETATIVE MATTER AND 20% ANIMAL WASTE. INGREDIENTS SHOULD BE A MIX OF COCOA BEAN HULL, AND PINE TEXTURED MATERIAL.

C. PREMIXED BEDDING SOIL AS SUPPLIED BY VITAL EARTH RESOURCES, GLADEWATER, TEXAS; PROFESSIONAL BEDDING SOIL AS SUPPLIED BY LIVING EARTH TECHNOLOGY, DALLAS, TEXAS OR ACID GRO MUNICIPAL MIX AS SUPPLIED BY SOIL BUILDING SYSTEMS, DALLAS, TEXAS OR APPROVED EQUAL.

D. SHARP SAND: SHARP SAND MUST BE FREE OF SEEDS, SOIL PARTICLES AND WEEDS.

E. MULCH: DOUBLE SHREDDED HARDWOOD MULCH, PARTIALLY DECOMPOSED, DARK BROWN.

F. ORGANIC FERTILIZER: FERTILAID, SUSTANE, OR GREEN SENSE OR EQUAL AS RECOMMENDED FOR REQUIRED APPLICATIONS. FERTILIZER SHALL BE DELIVERED TO THE SITE IN ORIGINAL UNOPENED CONTAINERS, EACH BEARING THE MANUFACTURER'S GUARANTEED STATEMENT OF ANALYSIS.

G. COMMERCIAL FERTILIZER: 10-20-10 OR SIMILAR ANALYSIS. NITROGEN SOURCE TO BE A MINIMUM 50% SLOW RELEASE ORGANIC NITROGEN (SCU OR UF) WITH A MINIMUM 8% SULFUR AND 4% IRON, PLUS MICRONUTRIENTS.

H. PEAT: COMMERCIAL SPHAGNUM PEAT MOSS OR PARTIALLY DECOMPOSED SHREDDED PINE BARK OR OTHER APPROVED ORGANIC MATERIAL.

2.3 MISCELLANEOUS MATERIALS

A. STEEL EDGING - SHALL BE 3/16" X 4" X 16" DARK GREEN LANDSCAPE EDGING. DURAEDGE STEEL OR APPROVED EQUAL.

B. TREE STAKING - TREE STAKING SOLUTIONS OR APPROVED SUBSTITUTE; REFER TO DETAILS

C. FILTER FABRIC - MIRAFI 140S BY MIRAFI INC. OR APPROVED SUBSTITUTE. AVAILABLE AT LONE STAR PRODUCTS, INC. (469-523-0444)

D. SAND - UNIFORMLY GRADED, WASHED, CLEAN, BANK RUN SAND.

E. GRAVEL: WASHED NATIVE PEA GRAVEL, GRADED 1" TO 1.5"

F. DECOMPOSED GRANITE - BASE MATERIAL OF NATURAL MATERIAL MIX OF GRANITE AGGREGATE NOT TO EXCEED 1/8" IN DIAMETER COMPOSED OF VARIOUS STAGES OF DECOMPOSED GRANITE BASE.

G. RIVER ROCK - LOCALLY AVAILABLE NATIVE RIVER ROCK BETWEEN 2"-4" IN DIAMETER.

H. PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.

PART 3 - EXECUTION

3.1 PREPARATION

A. LANDSCAPE CONTRACTOR TO INSPECT ALL EXISTING CONDITIONS AND REPORT ANY DEFICIENCIES TO THE OWNER.

B. ALL PLANTING AREAS SHALL BE CONDITIONED AS FOLLOWS:
   1. PREPARE NEW PLANTING BEDS BY SCRAPING AWAY EXISTING GRASS AND WEEDS AS NECESSARY. TILL EXISTING SOIL TO A DEPTH OF SIX (6") INCHES PRIOR TO PLACING COMPOST AND FERTILIZER. APPLY FERTILIZER AS PER MANUFACTURER'S RECOMMENDATIONS. ADD SIX (6") INCHES OF COMPOST AND TILL INTO A DEPTH OF SIX (6") INCHES OF SPECIFIED MULCH (SETTLED THICKNESS).
   2. BACKFILL FOR TREE PITS SHALL BE AS FOLLOWS: USE EXISTING TOP SOIL ON SITE (USE IMPORTED TOPSOIL AS NEEDED) FREE FROM LARGE CLUMPS, ROCKS, DEBRIS, CALICHE, SUBSOILS, ETC., PLACED IN NINE (9") INCH LAYERS AND WATERED IN THOROUGHLY.

C. GRASS AREAS:
   1. BLOCKS OF SOD SHOULD BE LAID JOINT TO JOINT (STAGGERED JOINTS) AFTER FERTILIZING THE GROUND FIRST. ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE. THE JOINTS BETWEEN THE BLOCKS OF SOD SHOULD BE FILLED WITH TOPSOIL WHERE THEY ARE GAPED OPEN, THEN WATERED THOROUGHLY.

3.2 INSTALLATION

A. MAINTENANCE OF PLANT MATERIALS SHALL BEGIN IMMEDIATELY AFTER EACH PLANT IS DELIVERED TO THE SITE AND SHALL CONTINUE UNTIL ALL CONSTRUCTION HAS BEEN SATISFACTORILY ACCOMPLISHED.

B. PLANT MATERIALS SHALL BE DELIVERED TO THE SITE ONLY AFTER THE BEDS ARE PREPARED AND AREAS ARE READY FOR PLANTING. ALL SHIPMENTS OF NURSERY MATERIALS SHALL BE THOROUGHLY PROTECTED FROM THE WINDS DURING TRANSIT. ALL PLANTS WHICH CANNOT BE PLANTED AT ONCE, AFTER DELIVERY TO THE SITE, SHALL BE WELL PROTECTED AGAINST THE POSSIBILITY OF DRYING BY WIND AND BALLS OF EARTH OF B & B PLANTS SHALL BE KEPT COVERED WITH SOIL OR OTHER ACCEPTABLE MATERIAL. ALL PLANTS REMAIN THE PROPERTY OF THE CONTRACTOR UNTIL FINAL ACCEPTANCE.

C. POSITION THE TREES AND SHRUBS IN THEIR INTENDED LOCATION AS PER PLAN.

D. NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE FOR INSPECTION AND APPROVAL OF ALL POSITIONING OF PLANT MATERIALS.

E. EXCAVATE PITS WITH VERTICAL SIDES AND HORIZONTAL BOTTOM. TREE PITS SHALL BE LARGE ENOUGH TO PERMIT HANDLING AND PLANTING WITHOUT INJURY TO BALLS OF EARTH OR ROOTS AND SHALL BE OF SUCH DEPTH THAT,WHEN PLANTED AND SETTLED, THE CROWN OF THE PLANT SHALL BEAR THE SAME RELATIONSHIP TO THE FINISH GRADE AS IT DID TO SOIL SURFACE IN ORIGINAL PLACE OF GROWTH. THE SIDES OF THE HOLE SHOULD BE ROUGH AND JAGGED, NEVER SLICK OR GLAZED.

F. SHRUB AND TREE PITS SHALL BE NO LESS THAN TWENTY-FOUR (24") INCHES WIDER THAN THE LATERAL DIMENSION OF THE EARTH BALL AND SIX (6") INCHES DEEPER THAN IT'S VERTICAL DIMENSION. REMOVE AND HAUL FROM SITE ALL ROCKS AND STONES OVER THREE-QUARTER (¾") INCH IN MATERIAL. PLANTS SHOULD BE THOROUGHLY MOIST BEFORE REMOVING CONTAINERS.

G. PERCOLATION TEST: FILL THE HOLE WITH WATER. IF THE WATER LEVEL DOES NOT PERCOLATE WITHIN 24 HOURS, THE TREE NEEDS TO MOVE TO ANOTHER LOCATION OR HAVE DRAINAGE ADDED. INSTALL A PVC STAND PIPE BY THE TREE IF THE PERCOLATION TEST FAILS.

H. BACKFILL ONLY WITH 5 PARTS EXISTING SOIL OR SANDY LOAM AND 1 PART BED PREPARATION. WHEN THE HOLE IS DUG IN SOLID ROCK, TOPSOIL FROM THE SAME AREA SHOULD NOT BE USED. CAREFULLY SETTLE BY WATERING TO PREVENT AIR POCKETS. REMOVE THE BURLAP FROM THE TOP ⅔ OF THE BALL, AS WELL AS ALL NYLON, PLASTIC STRING AND WIRE. CONTAINER TREES WILL USUALLY BE ROOT BOUND. IF SO FOLLOW STANDARD NURSERY PRACTICE OF 'ROOT SCORING'.

I. DO NOT WRAP TREES.

J. DO NOT OVER PRUNE.

K. REMOVE NURSERY TAGS AND STAKES FROM ALL PLANTS

L. REMOVE BOTTOM OF PLANT BOXES PRIOR TO PLACING PLANTS. REMOVE SIDES AFTER PLACEMENT AND PARTIAL BACKFILLING.

M. REMOVE UPPER THIRD OF BURLAP FROM BALLED AND BURLAPPED TREES AFTER PLACEMENT.

N. PLACE PLANT UPRIGHT AND PLUMB IN CENTER OF HOLE. ORIENT PLANTS FOR BEST APPEARANCE.

O. MULCH THE TOP OF THE BALL. DO NOT PLANT GRASS ALL THE WAY TO THE TRUNK OF THE TREE. LEAVE THE AREA ABOVE THE TOP OF THE BALL AND MULCH WITH AT LEAST TWO (2") INCHES OF SPECIFIED MULCH.

P. ALL PLANT BEDS AND TREES TO BE MULCHED WITH A MINIMUM SETTLED THICKNESS OF TWO (2") INCHES OVER THE ENTIRE BED OR PIT.

Q. OBSTRUCTION BELOW GROUND: IN THE EVENT THAT ROCK, OR UNDERGROUND CONSTRUCTION WORK OR OBSTRUCTIONS ARE ENCOUNTERED IN ANY PLANT PIT EXCAVATION WORK TO BE DONE UNDER THIS SECTION, ALTERNATE LOCATIONS MAY BE SELECTED BY THE OWNER. WHERE LOCATIONS CANNOT BE CHANGED, THE OBSTRUCTIONS SHALL BE REMOVED TO A DEPTH OF NOT LESS THAN THREE (3') FEET BELOW GRADE AND NO LESS THAN SIX (6") INCHES BELOW THE BOTTOM OF BALL WHEN PLANT IS PROPERLY SET AT THE REQUIRED GRADE. THE WORK OF THIS SECTION SHALL INCLUDE THE REMOVAL FROM THE SITE OF SUCH ROCK OR UNDERGROUND OBSTRUCTIONS ENCOUNTERED AT THE COST OF THE LANDSCAPE CONTRACTOR.

R. TREES AND LARGE SHRUBS SHALL BE STAKED AS SITE CONDITIONS REQUIRE. POSITION STAKES TO SECURE TREES AGAINST SEASONAL PREVAILING WINDS.

S. PRUNING AND MULCHING: PRUNING SHALL BE DIRECTED BY THE LANDSCAPE ARCHITECT AND SHALL BE PRUNED IN ACCORDANCE WITH STANDARD HORTICULTURAL PRACTICE FOLLOWING FINE PRUNING, CLASS I PRUNING STANDARDS PROVIDED BY THE NATIONAL ARBORIST ASSOCIATION.
   1. DEAD WOOD, SUCKERS, BROKEN AND BADLY BRUISED BRANCHES SHALL BE REMOVED. GENERAL TIPPING OF THE BRANCHES IS NOT PERMITTED. DO NOT CUT TERMINAL BRANCHES.
   2. PRUNING SHALL BE DONE WITH CLEAN, SHARP TOOLS.
   3. IMMEDIATELY AFTER PLANTING OPERATIONS ARE COMPLETED, ALL TREE PITS SHALL BE COVERED WITH A LAYER OF ORGANIC MATERIAL TWO (2") INCHES IN DEPTH. THIS LIMIT OF THE ORGANIC MATERIAL FOR TREES SHALL BE THE DIAMETER OF THE PLANT PIT.

Q. STEEL EDGE INSTALLATION: EDGE SHALL BE ALIGNED AS INDICATED ON PLANS. STAKE OUT LIMITS OF STEEL CURBING AND OBTAIN OWNERS APPROVAL PRIOR TO INSTALLATION.
   1. ALL STEEL CURBING SHALL BE FREE OF KINKS AND ABRUPT BENDS.
   2. TOP OF EDGING SHALL BE ½" MAXIMUM HEIGHT ABOVE FINAL FINISHED GRADE.
   3. STAKES ARE TO BE INSTALLED ON THE PLANTING BED SIDE OF THE CURBING, AS OPPOSED TO THE GRASS SIDE.
   4. DO NOT INSTALL STEEL EDGING ALONG SIDEWALKS OR CURBS.
   5. CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE EDGING MEETS SIDEWALKS OR CURBS.

3.3 CLEANUP AND ACCEPTANCE

A. CLEANUP: DURING THE WORK, THE PREMISES SHALL BE KEPT NEAT AND ORDERLY AT ALL TIMES. STORAGE AREAS FOR ALL MATERIALS SHALL BE SO ORGANIZED SO THAT THEY, TOO, ARE NEAT AND ORDERLY. ALL TRASH AND DEBRIS SHALL BE REMOVED FROM THE SITE AS WORK PROGRESSES. KEEP PAVED AREAS CLEAN BY SWEEPING OR HOSING THEM AT END OF EACH WORK DAY.

B. REPAIR RUTS, HOLES AND SCARS IN GROUND SURFACES.

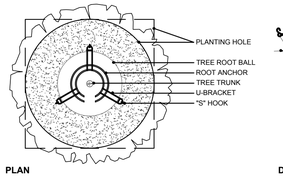
C. ENSURE THAT WORK IS COMPLETE AND PLANT MATERIALS ARE IN VIGOROUS AND HEALTHY GROWING CONDITION.

D. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEANED OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY.

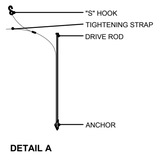
E. WHEN/IF THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNERS SATISFACTION WITHIN 24 HOURS.

F. THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN ISSUED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL COMMENCE.

END OF SECTION



PLAN



DETAIL A

ROOT ANCHOR ITEM#	ROOT BALL & CONTAINER SIZE	ANCHOR INSTALLATION DEPTH	QUANTITY & ANCHOR SIZE
15-BG	10 / 15 Gallon or 17" root ball	12 - 18" Minimum Depth	3 - V88 Anchors
30-BG	20 / 39 Gallon or 22" root ball	18

Date:	06/20/2023
Agenda Item #:	6. A.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Olga Chernomorets, Planning Manager

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1710 Regarding a Request for a Specific Use Permit (SUP) for a 3,040 Square-Foot Liquor Store Use, Generally Located in Building 200, 11700 FM 423, Currently Zoned Planned Development with a Light Commercial Base Through Ordinance No. 1691, in Order to Allow for Sale of Alcoholic Beverages for Off-Site Consumption Only.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1710:

DESCRIPTION:

Location.
Approximately located at the southwest corner of the intersection of Woodlake Parkway and FM 423, within Little Elm's Town Limits.

Background.
Subject property is currently zoned Planned Development – Light Commercial (PD-LC), first through Ordinance #1526 and later amended through Ordinance #1691. This PD covers the two current parcels with the intent to further subdivide the parcels as development occurs. The proposed SUP will be on the northern lot, which is 3.2 acres in size with two commercial retail buildings totaling 25,438 square feet. The proposed liquor store would occupy 3,040 square feet within Suite 250, located in the center of the northern building. The building is currently under construction.

Per Section 106.01.13, Liquor Store is defined as "A facility for the sale of beer, wine, and/or liquor not for on-premise consumption that derives 75 percent or more of its gross revenue from the on-premise sale of beer, wine, and/or liquor."

Section 106.05.02.2 (o) proves 3 provisions for a liquor store:

1. A liquor store may be no less than 1,000 ft from another liquor store. (The nearest liquor store is over 7,000 feet to the south of the Lot)
2. Prior to issuance of a certificate of occupancy, the business owner shall provide the town with a copy of its state permit to operate a liquor store.
3. All alcohol-related activities must meet all standards found in Chapter 10, alcoholic beverages, of the Little Elm Code of Ordinances.

Chapter 106 of the Little Elm Code of Ordinances allows liquor store uses to locate within the Light Commercial (LC) district, through a Specific Use Permit (SUP). The purpose of the SUP requirement is to allow the Town to determine the situational suitability and appropriateness of each particular proposal. This allows review of the proposed operation any potential nuisances, as well as possible mitigation efforts, on a case by case basis. Thus, the Administration has broad discretionary approval of the requested SUP.

Proposal.
The applicant is requesting approval of a liquor store as an allowed use on the subject property, for the purposes of on-premises sales of alcoholic beverages for off-premise consumption only. The applicant has provided a letter of intent describing a high-end, neighborhood one-stop-shop for beer, wine, and liquor.

The proposal includes a total SUP area of 3,040 square feet, with the submitted floor plan showing a typical retail store layout with aisles of shelves, walk-in-cooler, liquor storage, restrooms, and checkout area. The applicant has also provided pictures of the interior space of other liquor stores they own as a concept for the interior of this store, which will be adopted as part of the SUP Ordinance as the minimum standard. The proposed store hours are Monday through Saturday, 10AM to 9PM.

The owner currently operates the Liquor Mart located at 500 W. Eldorado and would like to expand their business to a second location within the town. Overall, the owner currently has 3 stores within Denton and Collin County with similar hours to what are being proposed.

Zoning Standards.
Design and Landscape Standards: There are no proposed exterior alterations to the approved “Site Development” plans and “New Commercial Shell” building plans.

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 through an approved Site Development Plan, which included two mixed-use (retail, and restaurant) buildings and requires a total of 127 parking spaces at full tenant occupancy. The site provides a total of 146 parking spaces which meets parking requirements.

Signage.
When a sign permit is submitted, it will be reviewed by town staff in accordance to chapters 86 and 106 of Town Code. According to Section 86-13 Permitted Signs, (14) Window, “[The] maximum sign area is 30 percent of the window area per wall. Signs exceeding 30 percent shall be calculated against the maximum wall sign area permitted, upon discretionary review and approval by the director.” Past SUP requests for Liquor Stores have had restrictions on window signage to allow only legally required signs and operational signs. Staff believes this an appropriate request for this location to ensure the store remains cohesive with the entirety of the site and creates an active storefront.

Building and Fire Approval.
Should the SUP request be approved, Building and Fire will review specific interior finish out and signage plans for compliance with adopted building and fire codes.

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.

Recommended Action to Commission.
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, Staff suggested several possible conditions that could be placed on this SUP request to help make it more appropriate within the context of the existing shopping center, as well as its proximity to other uses.

- 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.
- All alcohol-related activities must meet all standards found in Chapter 10, Alcoholic Beverages, of the Little Elm Code of Ordinances.
- No shelving in front of the glazing and limited window signage coverage to only legal and operational signs.

Staff recommended the Planning and Zoning Commission evaluate the proposed SUP request based on the presented information, in accordance with Section 106.02.17, and make a recommendation accordingly.

Commission Findings.
At their regular meeting on May 18, 2023 the Planning and Zoning Commission discussed the proposed SUP request and heard several residents from the adjacent neighborhood voice their concerns about the proximity to existing residential homes and the daycare across the street, increased vehicular traffic, increased crime and violence as a result of the proposed liquor store. The Commission deliberated the resident's concerns and clarified that from previous experience, liquor stores do not generate more police department calls then any other regular retailer. The Commission also clarified that the Town does not have a separation requirement for liquor uses from schools, churches, or residential structures.

The Commission came to a majority consensus that based on the purview allotted to them from the zoning perspective, there was not a basis for denial of the request. Therefore, the Commission recommended <u>approval</u> with the following conditions with a vote of five in favor and one in opposition.

- 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.
- All alcohol-related activities must meet all standards found in Chapter 10, Alcoholic Beverages, of the Little Elm Code of Ordinances.

- No shelving in front of the glazing and limited window signage coverage to only legal and operational signs.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

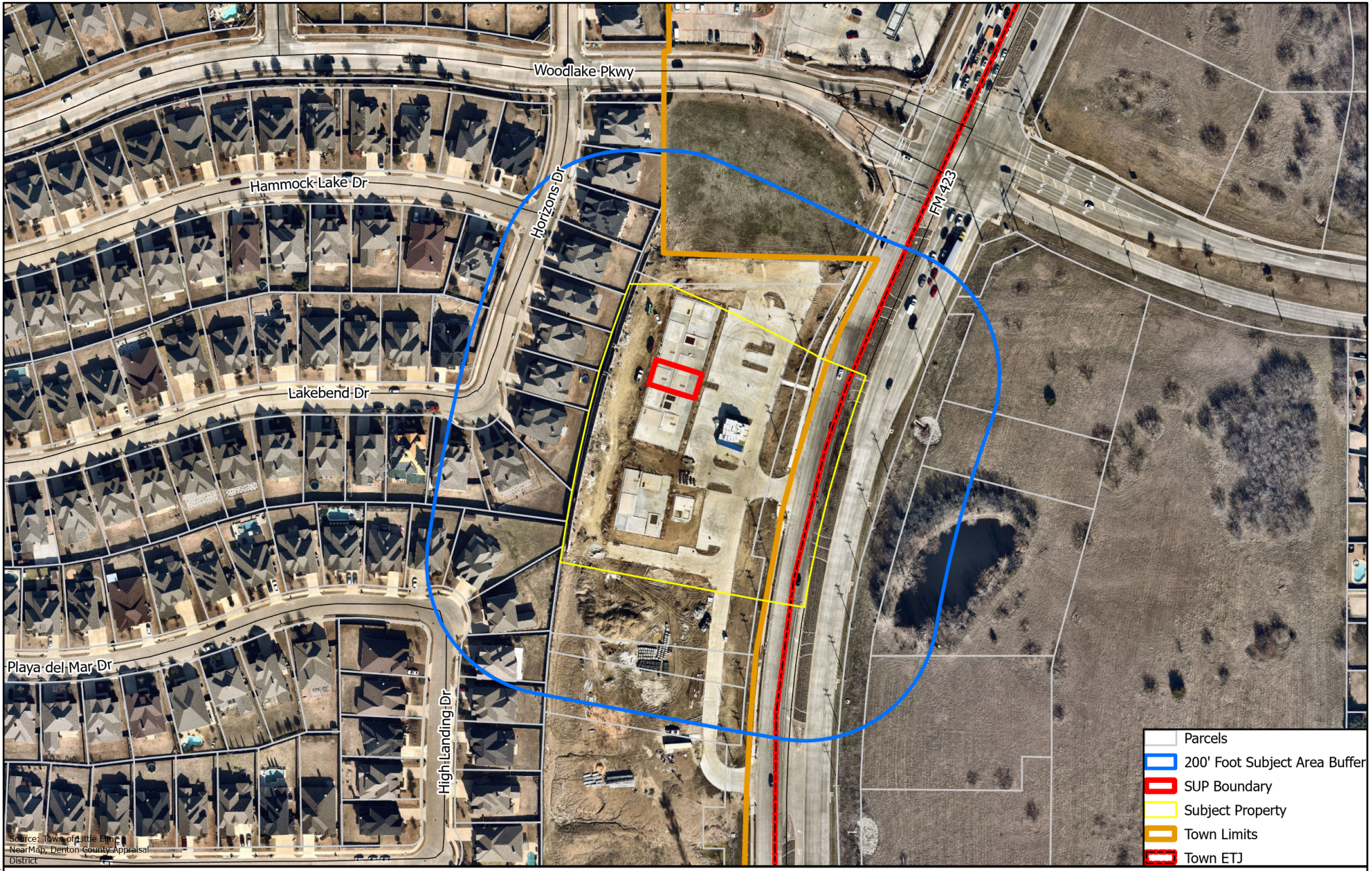
Planning and Zoning Commission recommends **approval** subject to the following conditions:

- 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.
- All alcohol-related activities must meet all standards found in Chapter 10, Alcoholic Beverages, of the Little Elm Code of Ordinances.
- No shelving in front of the glazing and limited window signage coverage to only legal and operational signs.

Attachments

Location Map

Ordinance No. 1710



LITTLE ELM

Specific Use Permit: Liquor Mart
11700 FM 423, Suite 250, Little Elm, TX, USA

Town of Little Elm
Denton County, Tx
Date: 5/1/2023

N

0 50 100 200
US Feet



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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.

Project Location: G:\GIS\PerTownEmployee\DevServices\Jose\Location.mxd

TOWN OF LITTLE ELM

ORDINANCE NO. 1710

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE TO GRANT A NEW SPECIFIC USE PERMIT FOR A LIQUOR STORE USE, ON PROPERTY LOCATED AT 11700 FM 423; 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 liquor store use while it is zoned Planned Development - Light Commercial (PD-LC) through Ordinance No. 1691; and

WHEREAS, a request for a Specific Use Permit for a liquor store use has been submitted by Dhaval Solanki, owner of Liquor Mart, on property located at 11700 FM 423; 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 May 18, 2023 the Planning & Zoning Commission considered and made recommendations on a request to grant a Specific Use Permit for a liquor store within Suite 250, located in the center of the northern building on the subject property, totaling 3,040 square-feet (Case No. SUP-23-01048); 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 liquor store on the property located at 11700 FM 423, 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, and in accordance with attached interior examples, which are attached hereto as Exhibit A and made a part hereof for all purposes.

2. The Specific Use Permit granted herein for a liquor store shall be limited to that particular area designated on the approved site plan, within Suite 250, located in the center of the northern building on the subject property, as encompassing a total area not to exceed 3,040 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 liquor store.

4. All alcohol-related activities must meet all standards found in Chapter 10, Alcoholic Beverages, of the Little Elm Code of Ordinances.

5. No shelving shall be located in front of the storefront glazing and there shall only be limited window sign coverage, or none at all.

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 20th day of June, 2023

The Town of Little Elm, Texas

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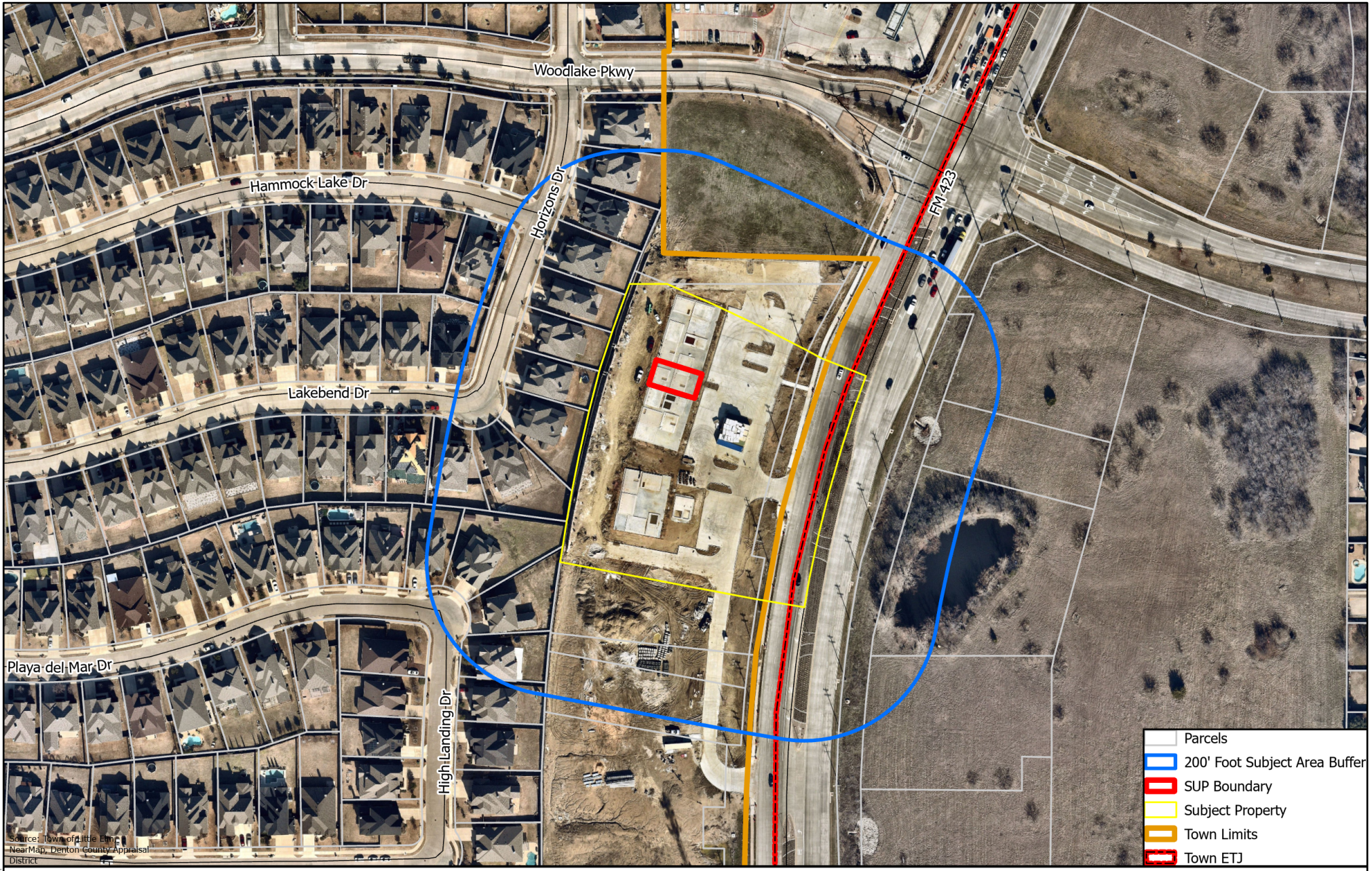
Curtis J. Cornelious, Mayor

ATTEST:

_____

Caitlan Biggs, Town Secretary

ATTACHMENT – EXHIBIT A



LITTLE ELM

Specific Use Permit: Liquor Mart
11700 FM 423, Suite 250, Little Elm, TX, USA

Town of Little Elm
Denton County, Tx
Date: 5/1/2023

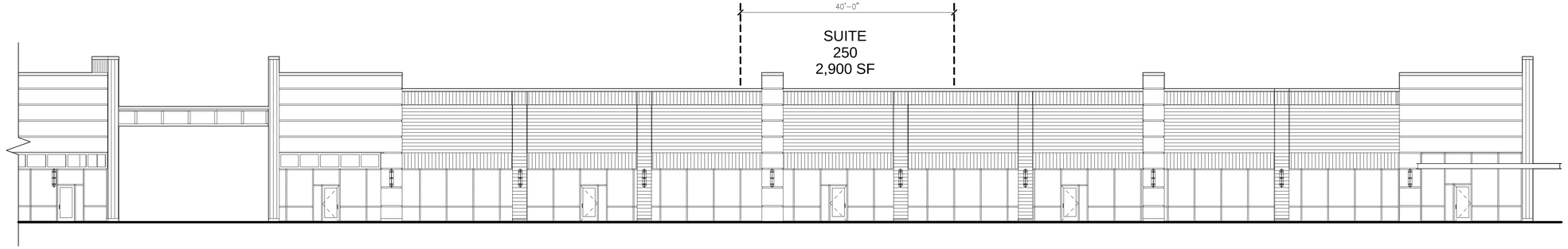
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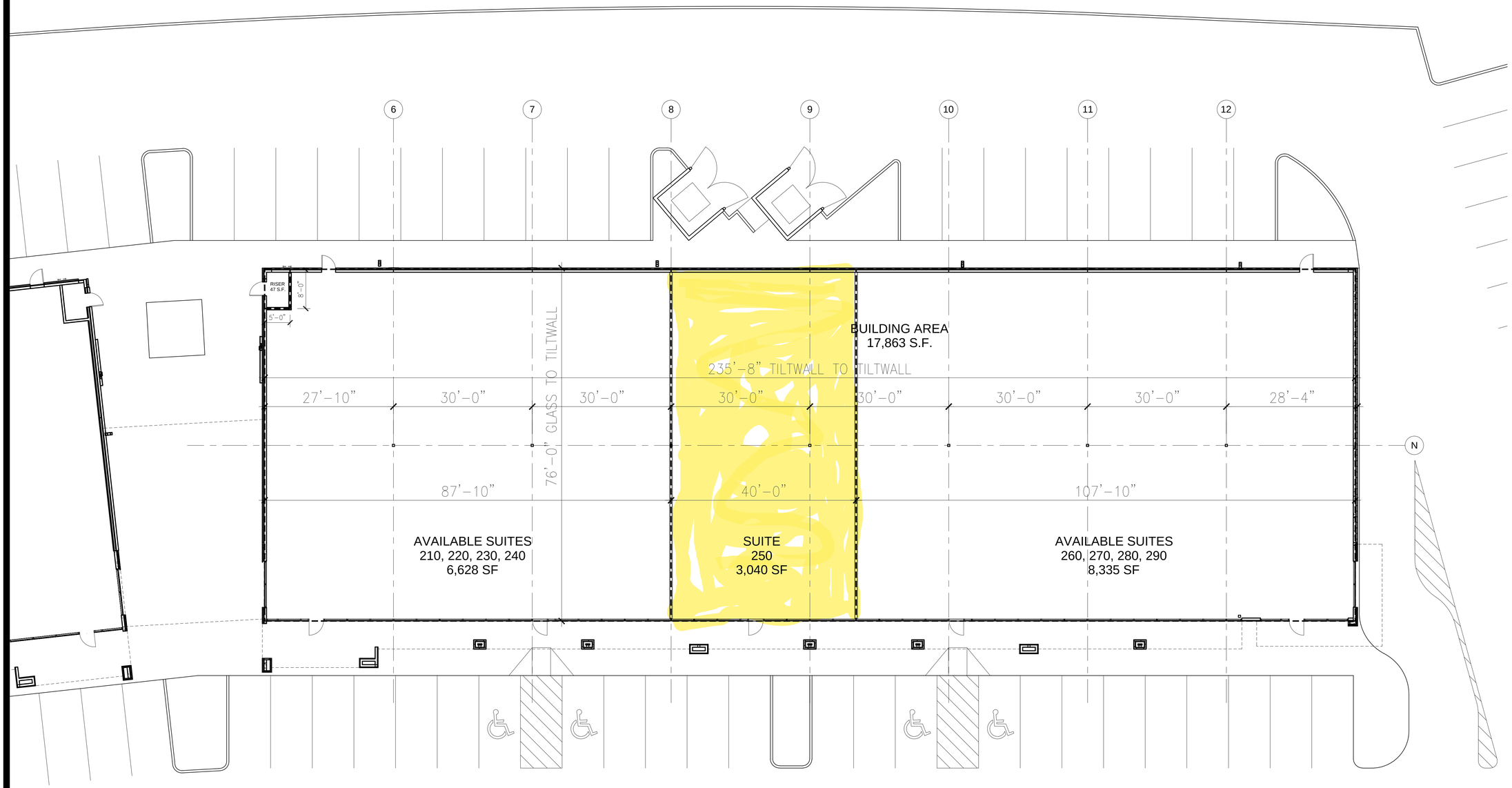


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for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed.
Town of Little Elm and its members assume no responsibility for the accuracy of said data.

Project Location: G:\GIS\PerTownEmployee\DevServices\Jose\Location.mxd



2 TENANT ELEVATION - BLDG B
3/32" = 1'-0"



1 TENANT LEASE PLAN - BLDG 200
3/32" = 1'-0"

KM REALTY ADVISORS, LLC

KM REALTY ADVISORS LLC
7500 SAN FELIPE, SUITE 750
HOUSTON, TX 77063
PH (713) 690-2700
FAX (713) 690-0102
CONTACT: RANDY KEITH

ISSUE		
	LEASE PLAN	03-20-23

Heights Venture
ARCHITECTURE DESIGN

HOUSTON
1111 North Loop West, Suite 800
Houston, Texas 77008
713 869 1103 V

DALLAS
5741 Legacy Drive, Suite 320
Plano, Texas. 75024
972 490 7292 V

REGISTERED ARCHITECT
MICHAEL ADAM KRANE JR.
22709
STATE OF TEXAS
03-20-2023

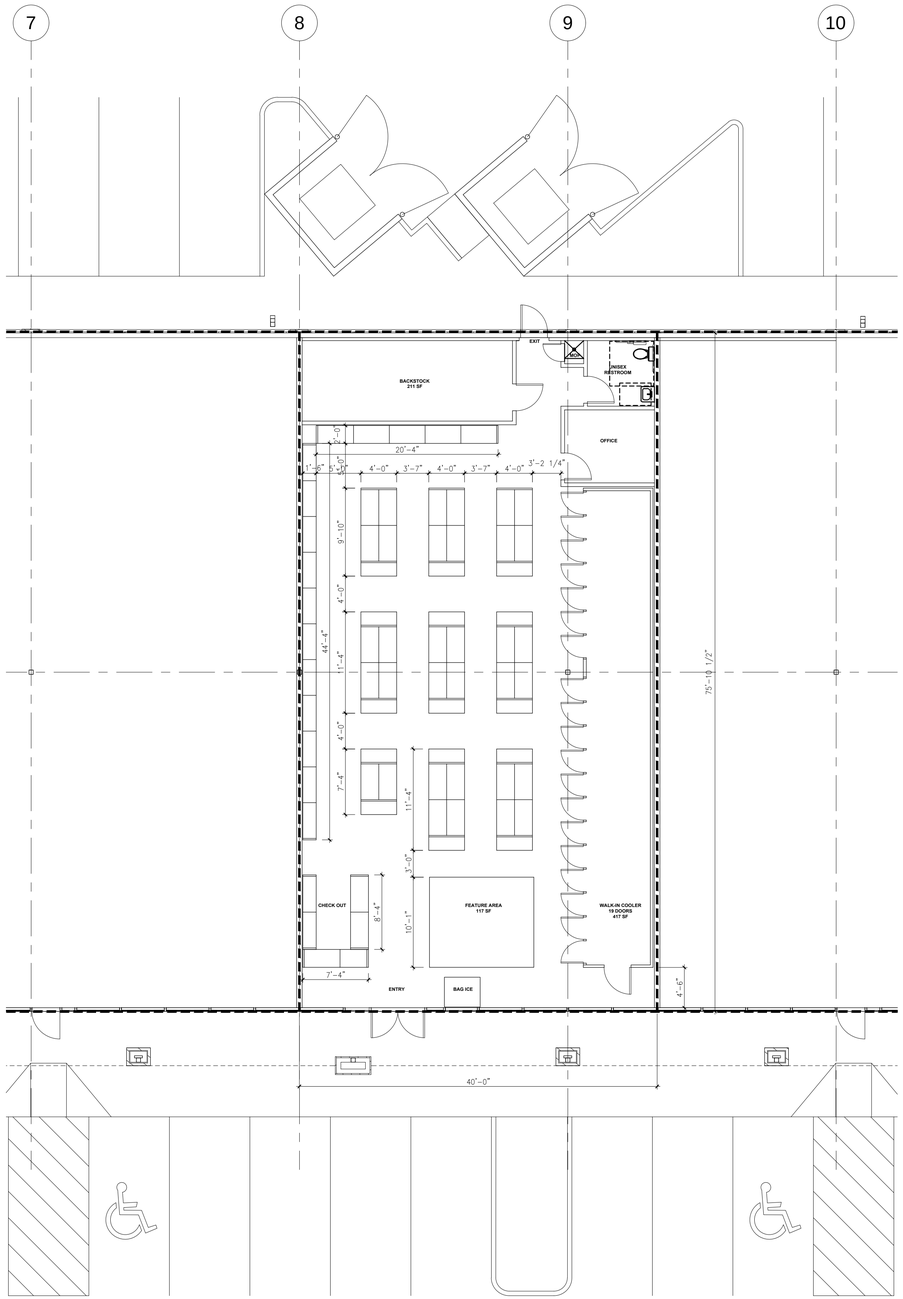
LITTLE ELM RETAIL CENTER BLDG 200

11700 FARM TO MARKET
ROAD NO. 423
LITTLE ELM, TEXAS

Project Number: 18165
Date Plotted: 03/03/2022
Drawn By: MK
Checked By: MK
File Name:

A9.5
TENANT LEASE PLAN

© COPYRIGHT 2023 HEIGHTS VENTURE



1 SUITE 250 - LIQUOR STORE FLOOR PLAN
1/8" = 1'-0"

ISSUE		
	LEASE PLAN	03-20-23

Heights Venture
ARCHITECTURE DESIGN

HOUSTON
1111 North Loop West, Suite 800
Houston, Texas 77008
713 869 1103 V

DALLAS
5741 Legacy Drive, Suite 320
Plano, Texas. 75024
972 490 7292 V

MICHAEL ADAM FRANEY
REGISTERED ARCHITECT
27709
STATE OF TEXAS
03-20-2023

LITTLE ELM RETAIL CENTER BLDG 200

11700 FARM TO MARKET
ROAD NO. 423
LITTLE ELM, TEXAS

Project Number: 18165
Date Plotted: 03/03/2022
Drawn By: MK
Checked By: MK
File Name

A1.1
LIQUOR STORE
FLOOR PLAN

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Sample floor Plan



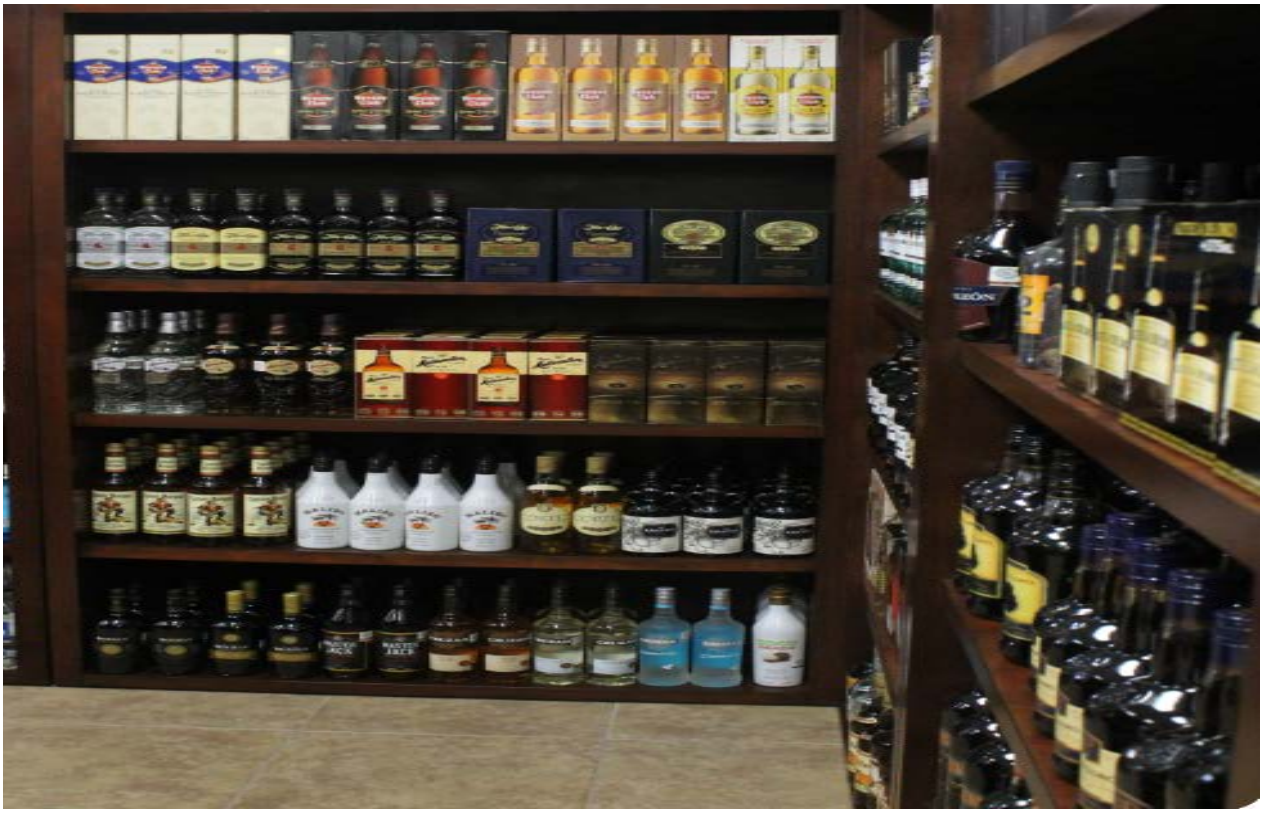
Micheal will be sending by tomorrow Morning.

Liquor Mart Future site – Little Elm – Floor layout



Liquor Mart Future site – Little Elm – Inside shelves layout



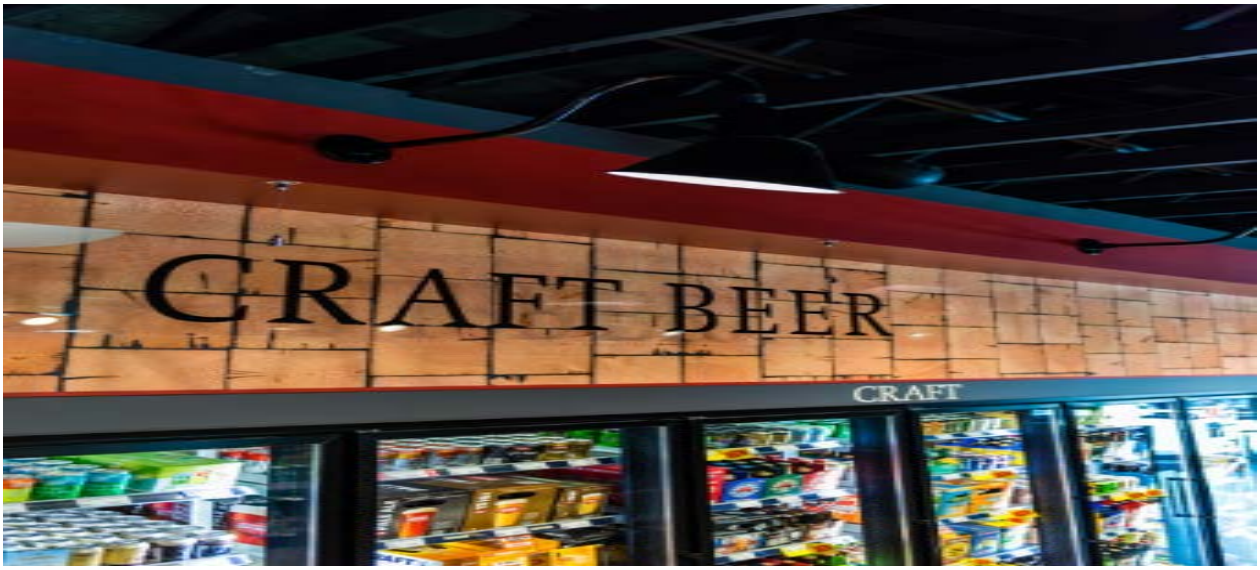


Liquor Mart Future site – Little Elm -Store Checkout counter





Liquor Mart Future site – Little Elm – Outside cooler layout



Liquor Mart Future site – Little Elm – Inside cooler layout



Liquor Mart Future site – Little Elm

Below Wood + Metal Shelves and wooden shelves will be used inside the store.





Date- April 10, 2023

From Dhaval Solanki
EKADANTAYA LLC
1409 Isaac Ln
McKinney Texas 75071

Subject: Revised Letter of intent for Liquor Mart Store at 11700 FM 423, Suite 800, Little Elm, TX 75068

To Whom it may concern,

I am writing this letter of intent to the City of Little Elm as part of my application to open a liquor store at shops at Panther Creek located at 11700 FM 423, Suite 800, Little Elm, TX 75068.

I am a business entrepreneur. I started my business journey back in 2014 and later I bought first my Liquor store at Allen TX dba name as Liquor Mart. Currently I have 3 Liquor Mart Locations in DFW metroplex areas. We Love our customers. We give first class services when they visit our stores. We have known as best whiskey, Vodka, Rum, Tequila and beer selection stores in Denton and Collin County. I will be able help the local economy and I will provide jobs for employees. There will be at least 3 employees working at any given time at this locations.

Liquor Mart is Owned by Mr Dhaval Solanki who has successfully managed and owned 3 locations in DFW metroplex areas. This is family business, and it will be managed by his family member.

This will be very high end and unique Liquor Store in Town of Little Elm. It will not be same as regular mom and pop liquor stores. We have known for our best selections for whiskey, Vodka, Rum, Tequila, and beer.

A few of my innovations will contribute to society by raising awareness for safe drinking and drinking under the influence. There will be banner and signs throughout the store to help customer understands the consequences of being under the influence of alcohol. There will also be banners with the hotline for Substance Abuse and Selling to Minors. The store will actively support the Foundation for Advancing Alcohol Responsibility Resource Center and continue to provide staff training.

Store operations will include strict protocol for employees to check photo ID before any attempted purchase, thus denying those who are underage or do not have photo ID the right to purchase alcohol and tobacco products.

All customers will be asked to show photo ID before making a purchase. If a customer does not have photo ID or is underage, the purchase will be rejected, and the individual will be asked to leave the premises immediately.

Version 2.0

Letter Of Intent for Liquor Mart

Liquor Mart is going to operate a standard and licensed neighborhood liquor store that will retail a wide range of liquors, beers, and fine wines just like any other licensed and standard liquor store in the state of Texas. Hours of operation will be Monday through Saturday from 10:00 am to 9:00 pm and Sunday Closed. Also, we will be closed on Thanksgiving day, Christmas Day and Jan-1.

Store Hours will be as below for Liquor Mart located at 11700 FM 423, Suite 800, Little Elm, TX 75068.

Monday	10:00 AM to 9:00 PM
Tuesday	10:00 AM to 9:00 PM
Wednesday	10:00 AM to 9:00 PM
Thursday	10:00 AM to 9:00 PM
Friday	10:00 AM to 9:00 PM
Saturday	10:00 AM to 9:00 PM

There will be two separate locations for Liquor Mart in Town of Little Elm. Current Liquor Mart is located at 500 W Eldorado Pkwy #200, Little Elm, TX 75068, and this Location will remain as it is to serve local residents. The New location (Location # 2) will be at 11700 FM 423, Suite 800, Little Elm, TX 75068. New Location will have more variety of selection of whiskey, Vodka, Rum, Tequila, and beers. Location # 2 will be very high end and unique Store in Town of Little Elm.

Best Regards,
Dhaval Solanki

Dhval Solanki

EKADANTAYA LLC

Date:	06/20/2023
Agenda Item #:	6. B.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Olga Chernomorets, Planning Manager

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1711 Regarding a Request to Rezone Approximately 4.159 Acres of Land, Currently Zoned as Lakefront District (LF), with an SUP for a Daycare Use (Ordinance No. 1462), Generally Located 500 Feet West of the Intersection of E Eldorado Parkway and Hillside Drive, within Little Elm's Town Limits, in Order to Establish a New Planned Development District Based on Lakefront (LF) District Standards, to Capture Existing Nonconforming Development, Expand the Existing Daycare Square Footage, and Allow a New Mixed-Use Commercial/Residential Development with Modified Development Standards.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1711:

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, partially within the Army Corps of Engineers 537 flowage easement. The property is zoned as the Lakefront District, however, the existing commercial building, Building A, was developed under the Light Commercial (LC) District standards, the zoning designation at that time. The Light Commercial District does not require the building to be located within 15 feet of the right-of-way, which is the requirement of the Lakefront District. The daycare facility, Building B, was also developed under the Light Commercial (LC) District standards with a detailed Specific Use Permit (SUP), Ordinance No. 1462, which outlined the site development and building design standards. However, the site and both

buildings were ultimately developed with additional non-conforming standards as they don't completely follow the approved development plans.

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 different site plan. However, without Army Corps of Engineers' site plan approval, the applicant was unable to obtain a building permit within the allotted two-year period. This resulted in lapse of approval and expiration of the permitted waiver in 2019.

The applicant ultimately received approval from the Army Corps of Engineers in 2020. At that time, 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 required certain waivers and agreements, it was determined that a Planned Development (PD) is the best approach to cohesively incorporate everything happening on this site. The applicant submitted the Planned Development (PD) request for a mixed-use condo project in 2020, while Building A was still undergoing construction as an indoor commercial amusement. The PD request was ultimately withdrawn by the applicant in 2021, at the direction of Town Council, in an effort to allow the applicant to resolve the outstanding issues, and fully meet all requirements, of the building permit process for Building A. Applicant was advised to complete the construction and permitting process for Building A prior to undertaking another development project.

After the completion of Building A, the applicant proceeded with his new PD request in 2022, however, at that time the request had changed in order to meet new height requirements of the Lakefront District. The applicant had also decided to expand the existing daycare facility, provide additional site improvements on that portion of the site, as well as make additional layout changes to the portion of the site within the Army Corps of Engineers' 537 flowage easement. Staff had worked with the applicant over a period of six months, in order to bring the proposal as close to meeting as many requirements of the Zoning Ordinance as possible and to ensure a quality development. Unfortunately, at that time, there were still too many outstanding items and requests to deviate from the Town's development standards. This most recent PD request was denied by Town Council on November 15, 2022.

Since the denial, the applicant has been working with Town Staff and has met with a couple of the Council Members, receiving direction to improve the design and quality of the proposed development, and address all outstanding items. The applicant has addressed the previously outstanding tree mitigation and improved the proposed development plans eliminating a lot of the previously requested waivers, as well as enhancing the architectural design of the proposed building.

The applicant is requesting to establish a new PD for the entire subject property, based on the Lakefront Zoning District requirements with the following modified development standards.

- Block Face Requirement for Building C
- Building Height 49 feet 10 inches
- 9 feet by 20 feet parking spaces, only 15 spaces as visible from Eldorado Parkway
- Shared dumpsters between Lot 1R and Lot 3

The existing site improvements and existing buildings, Building A and B, were constructed under the Light Commercial (LC) requirements, classifying them as non-conforming with the current Lakefront District zoning designation. In addition to capturing these existing non-conformities, the

proposed PD would also capture the expansion of the previously approved daycare SUP, as well as allow the development of mixed-use retail/residential condo building.

The proposed PD consists of three commercial lots, Lot 1R containing proposed Building C (retail/residential), Lot 3 containing Building A (Snowy Fun), and Lot 4 containing Building B (daycare).

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 a 700 square foot residential amenity space on the ground floor, with 16 residential condo units on the two floors above. The proposed condos range between 723-850 square-foot one-bedroom units and 962-1,679 square-foot two-bedrooms units. The development plans also show proposed site improvements in the form of a large green open space with gazebo, playground equipment, benches, trails connecting to the existing public trail, and a large dog park.

The proposed building aligns with existing Building A and provides a continuation of the existing site improvements. 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 allow for the subdivision of the lot layout as presented, as well as provide a continuous block face along Eldorado Parkway.

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 actually 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 square feet, bringing the building to a total of 6,070 square feet, and expand the outdoor play area as shown on the plans, providing new commercial grade, covered, playground equipment. Proposed development plans show the locations of all exterior improvements, and the PD narrative indicates the addition to the building will match the existing building design and materials.

Through the submitted development plans, 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 existing non-conformities would be captured as permitted through this new PD.

The paragraphs below outline in more detail the requested modified development standards for the proposed site improvements.

Lakefront District Development Standards.

General District Standards.

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 allow 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.

Buildings.

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.

Building Standards. Buildings shall not exceed three stories, or 45 feet, in height; additional height along Eldorado Parkway may be allowed at specific locations by major waiver. ***Per direction received after the last PD request denial, the applicant has enhanced the building design in order to provide more prominent vertical articulation, which caused the decorative tower component to go up to 49 feet and 10 inches, while maintaining the 45-foot max on the rest of the building*** . The applicant provided several perspectives in order to show the small height difference does not negatively impact the lake views from across the street, or down the street.

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.

All new commercial development is required to provide parking spaces at 10 feet by 20 feet. Currently, all existing parking spaces on the subject property are provided at 9 feet by 20 feet, which was the standard at the time of Building A and Building B development. ***The applicant is requesting to provide seven 9 feet by 20 feet parking spaces along Eldorado Parkway to maintain consistency with the existing spaces, and eight along the western boundary. The rest of the proposed parking spaces for Building C are 10 feet by 20 feet.***

Landscape.

Dumpster Requirements. All new commercial lots are required to provide a double dumpster enclosure in order to accommodate a trash and recycling. Currently Building A and Building B, share one single dumpster. The proposed development plans show a total of three double dumpster enclosures to be provided, however, because of the way the lots are being proposed to be subdivided, two of the enclosures would need to be 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.*** 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 and

Development Agreement documents in order to avoid any issues in the future.

Fire and Engineering. Proposed development plans have been reviewed and generally approved for the purposes of the zoning request only; this is not an approval of the plans for actual construction, which will require approval from the Army Corps of Engineers, Administrative approval of a Site Development Permit, and subdivision approval by the Planning and Zoning Commission.

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

Development Agreement. Should this Planned Development be approved, a Development Agreement will also be drafted for approval by Town Council. Staff believes that the conditions of the previously drafted Development Agreements from 2021 and 2022 are still valid, and would serve as safeguards for the Town with regard to ensuring quality development, inside and out. Staff recommends the following conditions to be carried over:

- All development plans and associated renderings and documents captured as part of the DA
- Shared dumpster access and use Agreement Document for Lot 3 and Lot 1R
- Formation of a Condominium Association Document
- Ceiling heights for second and third floor to be at minimum 10 feet.
- Any exterior signage for Building C to specifically 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 residential component of Building C, showing stainless steel appliances, granite counter tops, and specific style and brand, lighting and plumbing fixtures and hardware, to be captured as the minimum standard for proposed brand and quality
    - Referenced playground equipment, playground shade structure, benches, trash receptacles, and wrought iron fence, to be captured as the minimum standard for proposed quality
    - Future construction and building permit applications are subject to meeting relative International Codes and Engineering Design Standards, as amended
    - Any potential changes to plans may also be subject to additional review and approval by USACE and/or TXDOT

Recommended Action to Commission.
After the denial of the last PD request, the applicant has put forth the effort to eliminate a majority of the previously requested waivers to the development standards. The waivers that remain as part of this request are not atypical from recent PD submittals reviewed by the Town.

Staff recommended that the Planning and Zoning Commission review the request based on the impact and suitability of the proposed development within the context of the existing area, whether it meets the overall vision of the Lakefront District, and whether the proposed development, despite the waivers, still presents a quality development the provides a positive contribution to this area as well as the Town overall.

Commission Findings.

At their regular meeting on May 18, 2023 the Planning and Zoning Commission discussed the proposed PD request, debated on the requested waiver to the setback, and voiced concerns over the proposed building not fitting into the overall site. The Commission and Staff went over the timeline of this project dating back to 2017. The Commission came to the consensus that they are open to the proposed use of residential over retail, but they did not believe that the proposed building fit into the existing site, having the appearance of an after-thought to the overall development. The Commission denied the request with a vote of four in favor and two in opposition.

The applicant has requested to continue the request onto the Town Council public hearing.

BUDGET IMPACT:

This item has no budget impact.

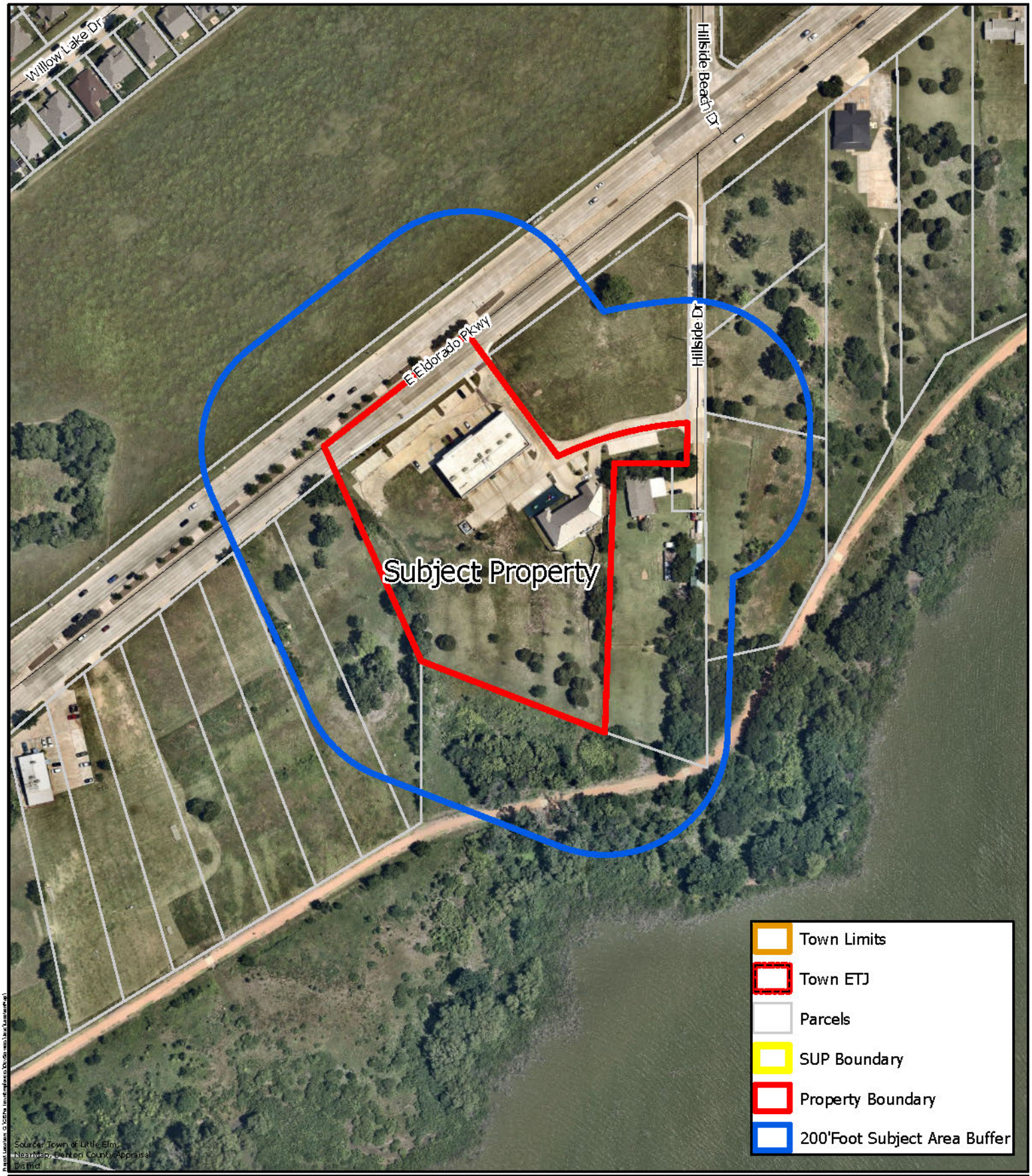
RECOMMENDED ACTION:

Planning and Zoning Commission recommend **denial** of the request.

Attachments

Location Map

Ordinance No. 1711



LITTLE ELM

PD:22-1632
Lakeshore Plaza

N

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. 1711

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 May 18, 2023 the Planning & Zoning Commission considered and made recommendations on a request for Planned

Development-Lakefront (PD-LF), Case No. PD-23-00838); 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 20th day of June, 2023.

Town of Little Elm, Texas

_____
Curtis Cornelious, Mayor

ATTEST:

_____
Caitlan Biggs, Town Secretary

Exhibit A

Metes and Bounds

Exhibit B

PD Standards

Exhibit C

Development Plans

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 surface and garage parking, and indoor gym amenity 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).

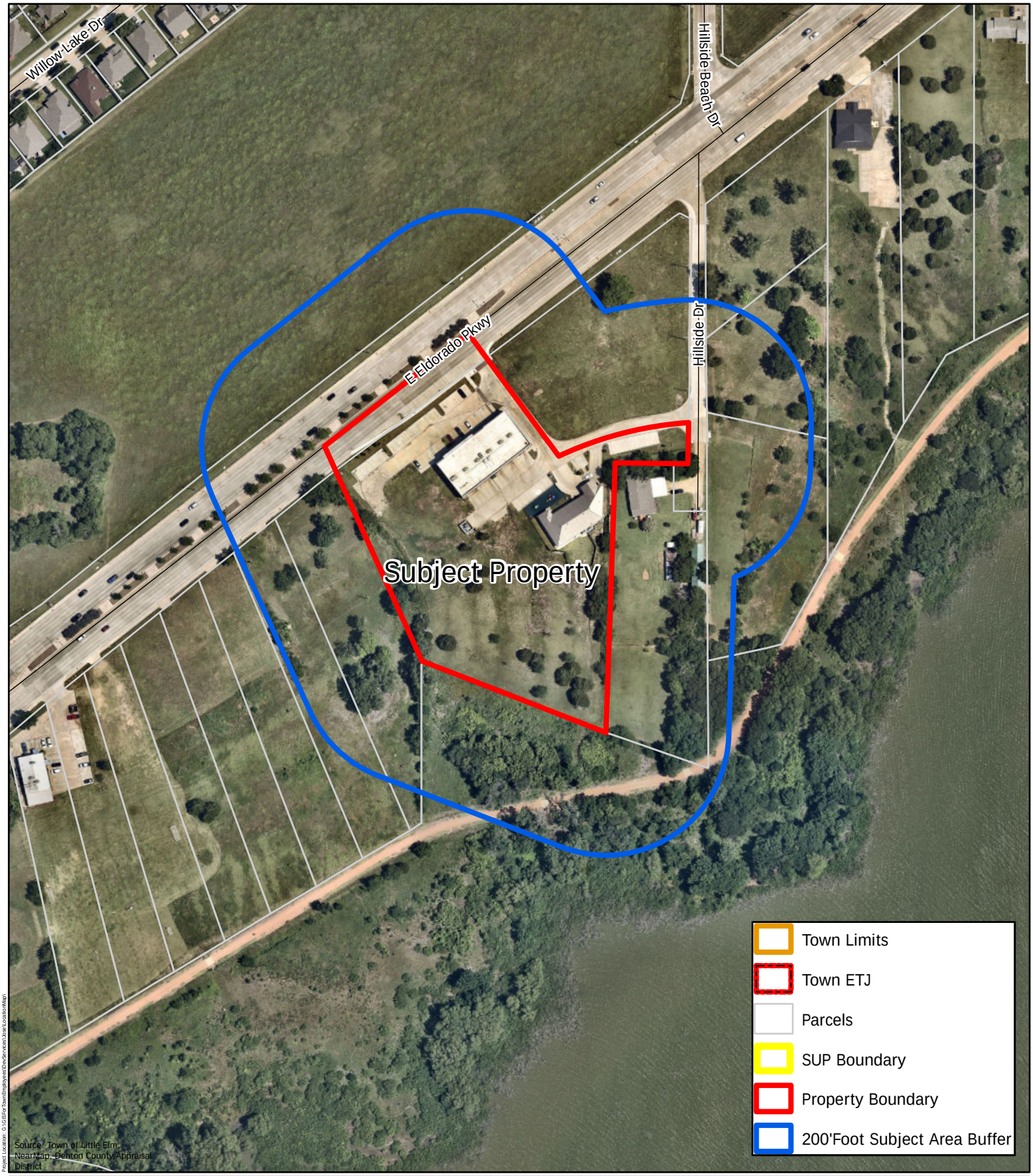
SITE PLAN REQUIRED

The Site Plan attached hereto as Exhibit C, and incorporated herein by reference, demonstrates locations of the proposed ad existing 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 Development Services may approve minor revisions which do not alter the basic relationship of the proposed development.

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

EXHIBIT A

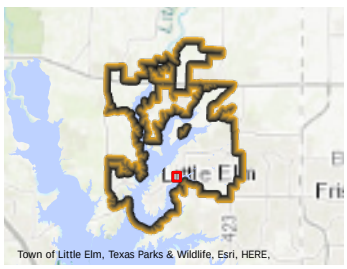
Property Location



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

Development Standards

GENERAL CONDITIONS FOR PD:

1) Use Regulations.
    a. 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.
    b. 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 shall be maintained as show on the Site Plan
    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.
    c. Buildings. Buildings shall not exceed three (3) stories, or 45 feet, in height; additional height up to 49 feet and 10 inches along Eldorado Parkway is allowed only for articulation design purposes, as shown on the Façade Plans.
    d. Exterior construction for the 1,247 square-foot addition to Building B, the existing daycare facility, as shown on the floor plan shall comply with standards within Sec. 106.04.02 - Lakefront District, and be cohesive with existing building design and aesthetic.

4) Parking and Accessibility. All provisions within Division 5 of Sec. 106.04.02 - Lakefront District shall be met except as specified below:
    a. Parking spaces allowed at 9 feet wide by 20 feet long as shown on the Site Plan

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

6) 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, benches, trash receptacles.

    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 Development Plans.

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

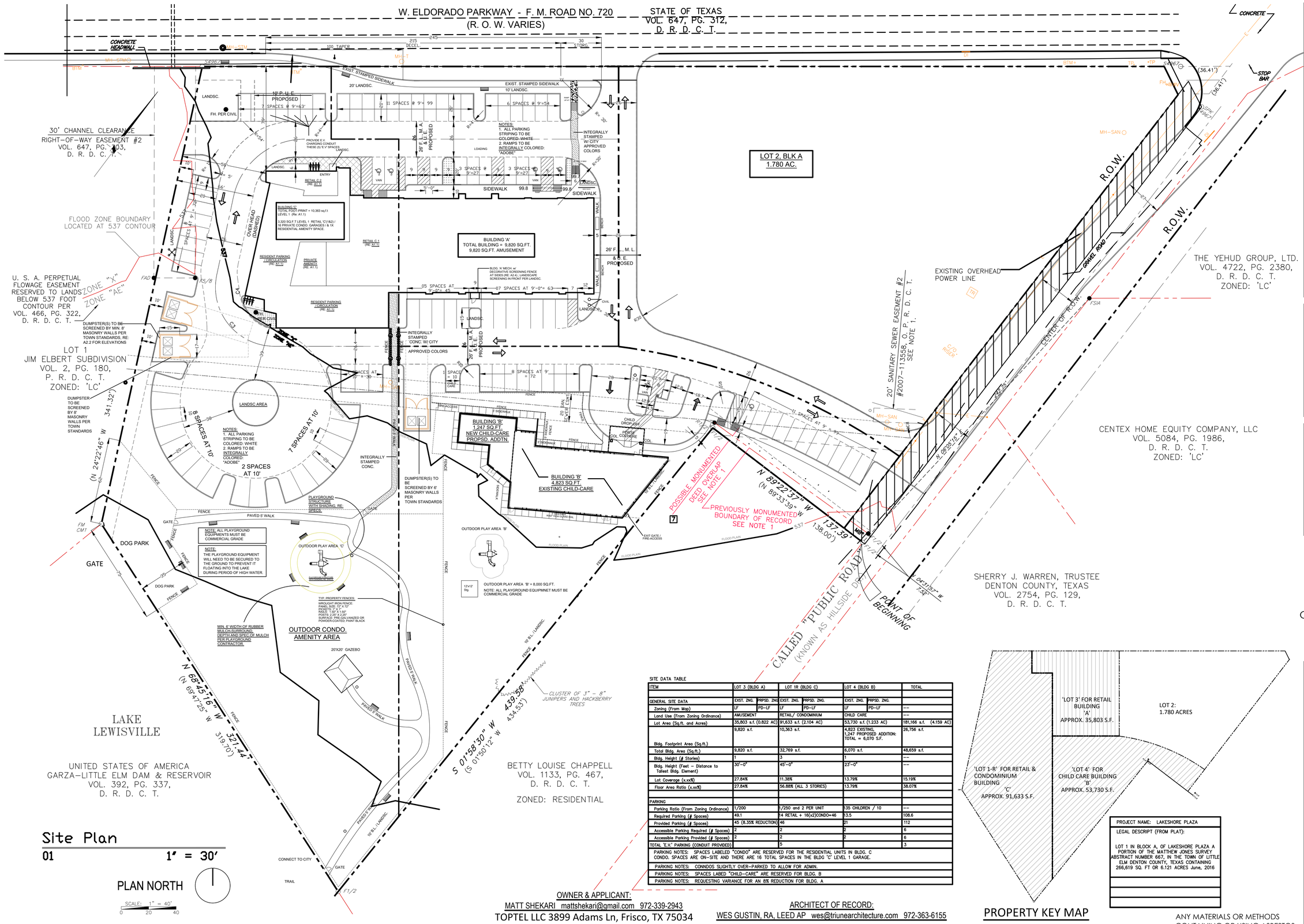
    d. Ground mounted mechanical equipment that is unable to be screened by living evergreen shrubs, tall enough at the time pf planting to fully and completely screen the equipment, if deemed appropriate by the Director of Development Services, shall be screened in its entirety with a decorative steel screen fence as referenced on the Development Plans.

7) Future Buildings and Construction Permits.

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

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

    c. Any potential changes to plans may also be subject to additional review and approval by USACE and/or TXDOT.



Site Plan

01 1" = 30'

PLAN NORTH

SCALE: 1" = 40'
0 20 40

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		35 CHILDREN / 10		---
Required Parking (# Spaces)	49.1		84 RETAIL + 16(x2)CONDO=46		13.5		108.6
Provided Parking (# Spaces)	45 (8.35% REDUCTION)		46		21		112
Accessible Parking Required (# Spaces)	2		2		2		6
Accessible Parking Provided (# Spaces)	2		2		2		6
TOTAL 'E.V.' PARKING (CONDUIT PROVIDED)			5				3

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

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

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

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

Lakeshore Plaza
Bldg. 'C'

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

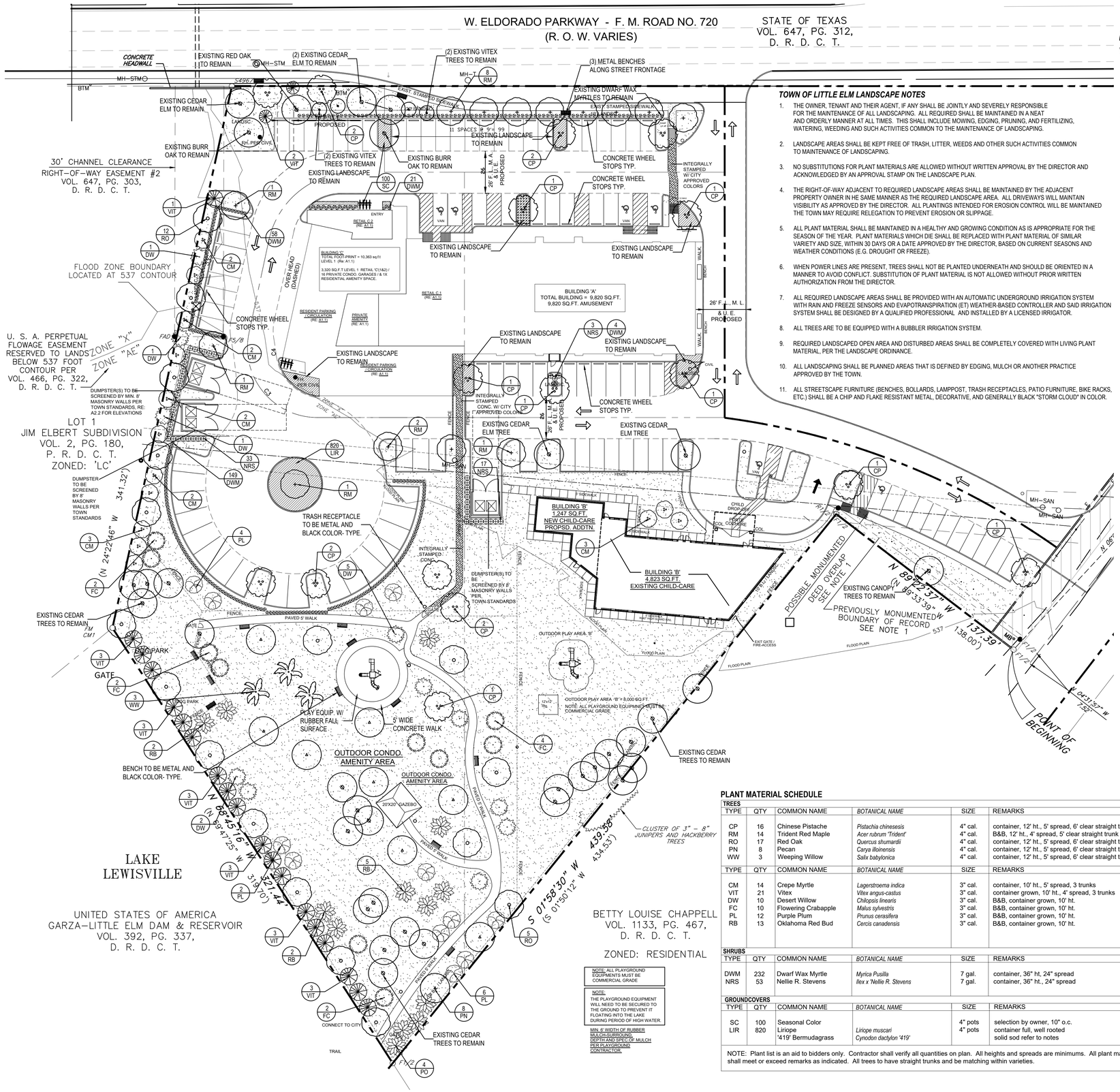
Site Review 02-24-22
PD 03-11-22
PD 03-30-22
PD 05-20-22
PD 08-05-22

PRELIMINARY
NOT FOR
REGULATORY
APPROVAL OR
COPNSTRUCTION

Project #: 2003.00

SITE
MASTER
PLAN

A0.1
10-20-2022



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	16	Chinese Pistache	*Pistachia chinesesis*	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
RM	14	Trident Red Maple	*Acer rubrum 'Trident'*	4" cal.	B&B, 12' ht., 4' spread, 5' clear straight trunk
RO	17	Red Oak	*Quercus shumardii*	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
PN	8	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	*Lagerstroema 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
DW	10	Desert Willow	*Chilopsis linearis*	3" cal.	B&B, container grown, 10' ht.
FC	10	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	13	Oklahoma Red Bud	*Cercis canadensis*	3" cal.	B&B, container grown, 10' ht.
SHRUBS					
TYPE	QTY	COMMON NAME	*BOTANICAL NAME*	SIZE	REMARKS
DWM	232	Dwarf Wax Myrtle	*Myrica Pusilla*	7 gal.	container, 36" ht, 24" spread
NRS	53	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		4" pots	selection by owner, 10" o.c.
LIR	820	Liriope '419' Bermudagrass	*Liriope muscari* *Cynodon dactylon '419'*	4" pots	container full, well rooted 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.

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

ALL METAL FENCING IS TO BE 6' HEIGHT DECORATIVE METAL FENCE TO MATCH EXISTING. REFER TO ARCHITECTURAL SITE PLAN DETAILS AND SPECIFICATIONS

SOLID SOD NOTES

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 2" 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 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.

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

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

LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
1782 W. McDERMOTT DR.
ALLEN, TEXAS 75013
(469) 369-4448
CHRIS@STUDIOGREENSPOT.COM

REGISTERED LANDSCAPE ARCHITECT CHRIS TRONCALE 2042 STATE OF TEXAS
04.19.2023

LAKESHORE RETAIL

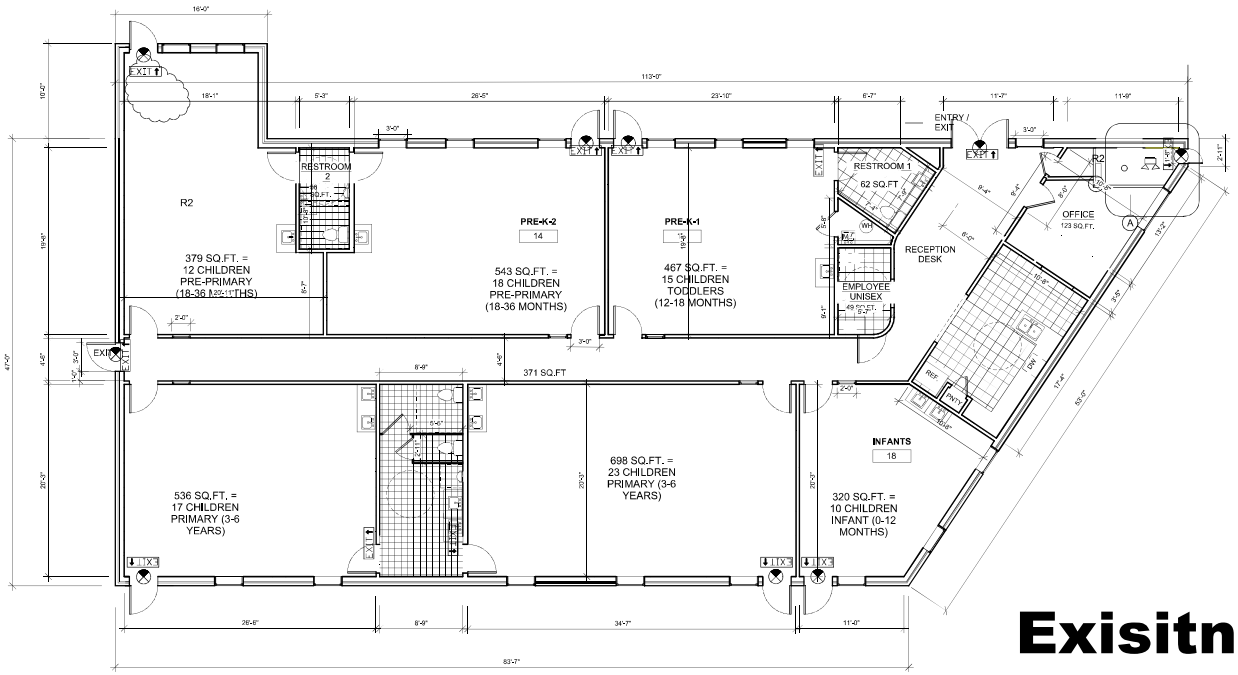
ELDORADO PKWY
LITTLE ELM, TEXAS

ISSUE:
CITY COMMENTS 07.08.2022
CITY COMMENTS 07.28.2022
CITY COMMENTS 09.19.2022
CITY COMMENTS 10.22.2022
CITY COMMENTS 11.09.2022
CITY COMMENTS 04.19.2023

DATE:
04.19.2023

SHEET NAME:
LANDSCAPE PLAN

SHEET NUMBER:
L.2



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

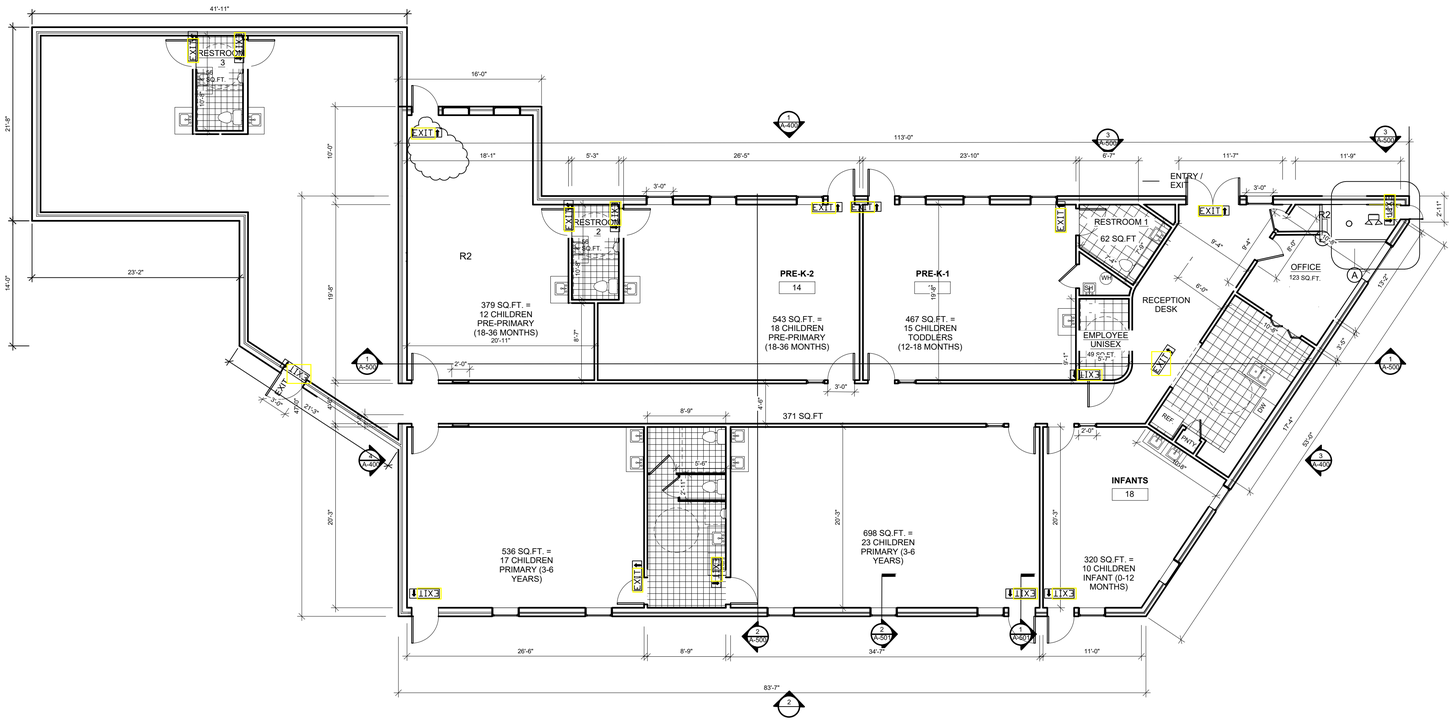
Project Status

PROJECT NO.:00000
DIMENTIONED FLOOR PLAN

A-201

OF

DRAWN: Author CHECKED:



Proposed Floor plan

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

Note: b. The expansion of the daycare facility not only follows the design standards within the LF District but also matches the existing building.

FLOOR PLAN GENERAL NOTES

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S-2.021

FLOOR PLAN

PROJECT NORTH

NO.	DATE	DESCRIPTION

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ELDORADOPKWY & HILL
SIDE DR LITTLE ELX, TX 75068

Toptel llc 3899 Adams Ln FriscoTX 75034

PRO ECT NO.00000

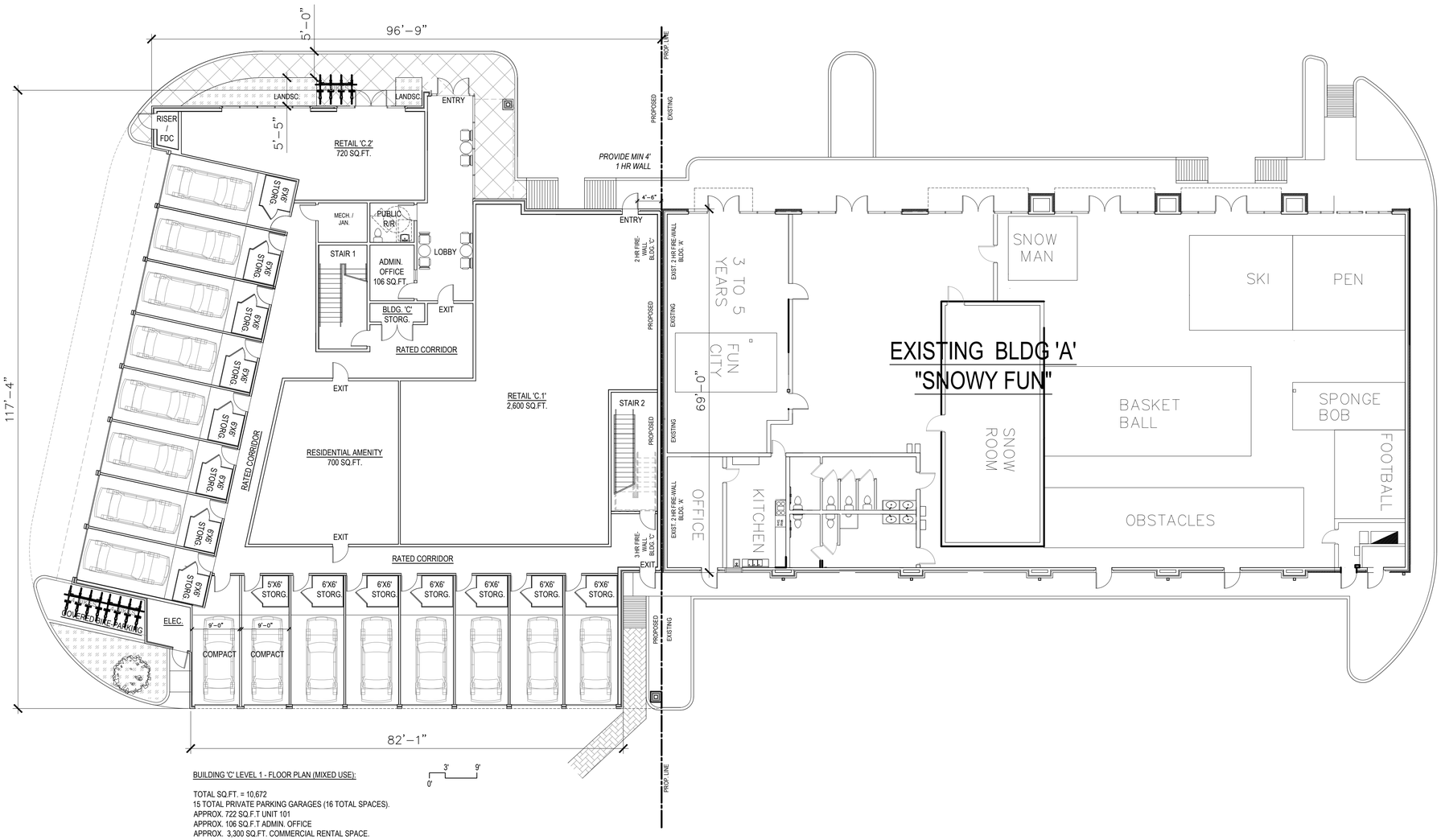
DIMENTIONED FLOOR PLAN

A-201

OF

DRAWN: Author CHECKED:

Project Status



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.
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75206

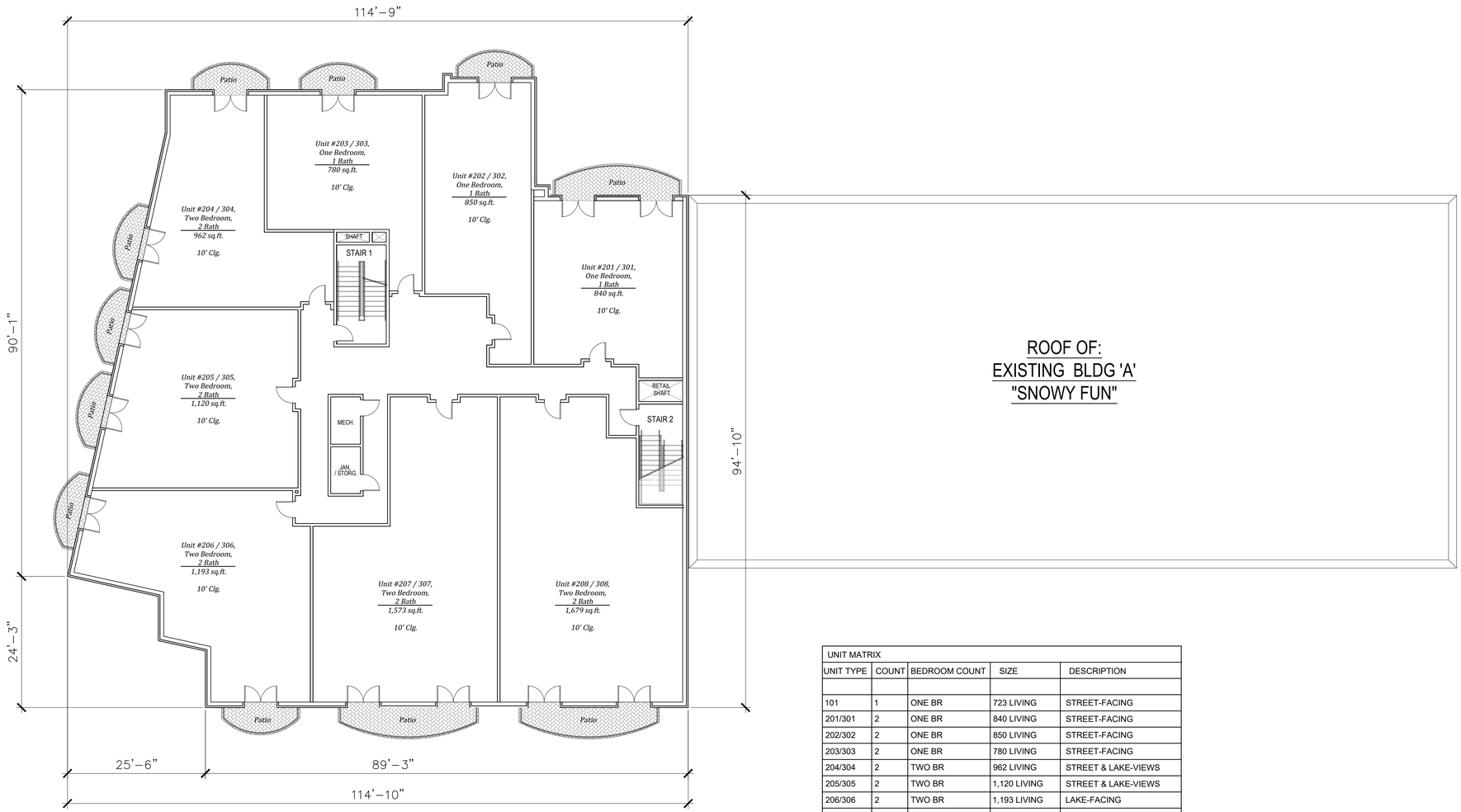
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APPROVAL OR
COPNSTRUCTION

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
101	1	ONE BR	723 LIVING	STREET-FACING
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	17			

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

GRAND TOTAL SQ.FT. = 11,259 (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

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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APPROVAL OR
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Project #: 2003.00

Level 2 & 3

A1.2

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.
- 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* *RE SHEET A2.5 (MATERIAL SAMPLE BOARD FOR ADDTL. INFO)

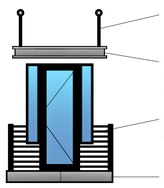
CORONADO STONE PRODUCTS: "ELEMNT LEDGESTONE- NORTHLAND"

BRICK PRODUCT: *MODULAR; COLOR: "ROXBURY"*

BRICK: ACME-COLOR: "ELDERWOOD"

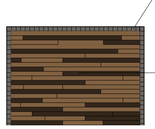
'NICHIHA CEMENT-FIBER' PRODUCT: *VINTAGE WOOD SERIES: "CEDAR" (parallel pattern)*

CAST STONE SILL / COLOR: BEIGE





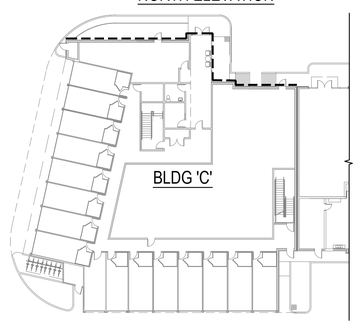
WALL SCONCE



MATERIAL TABULATIONS:
Total Elev. Surface = 4,510
Total Windows & Doors (30% Required) = 1,353
Total Windows & Doors (30.18% Provided) = 1,361
Total Elev (Minus Doors/Windows): 3,149 sq.ft.
1,634 sq.ft. Brick (52%)
411 sq.ft. 'Nichiha'(13%)
912 sq.ft. Stacked Stone (29%)
192 sq.ft. Accent Materials (6%)
-Metal Awnings
-Metal Coping

3' 9'
0'

NORTH ELEVATION



Floor Plan Key
02

1" = 300'

PLAN NORTH

Front Elevation-Building 'C' (North)
01

3/16" = 1'-0"

ANY MATERIALS OR METHODS CONTAINING OR USING ASBESTOS ARE PROHIBITED

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

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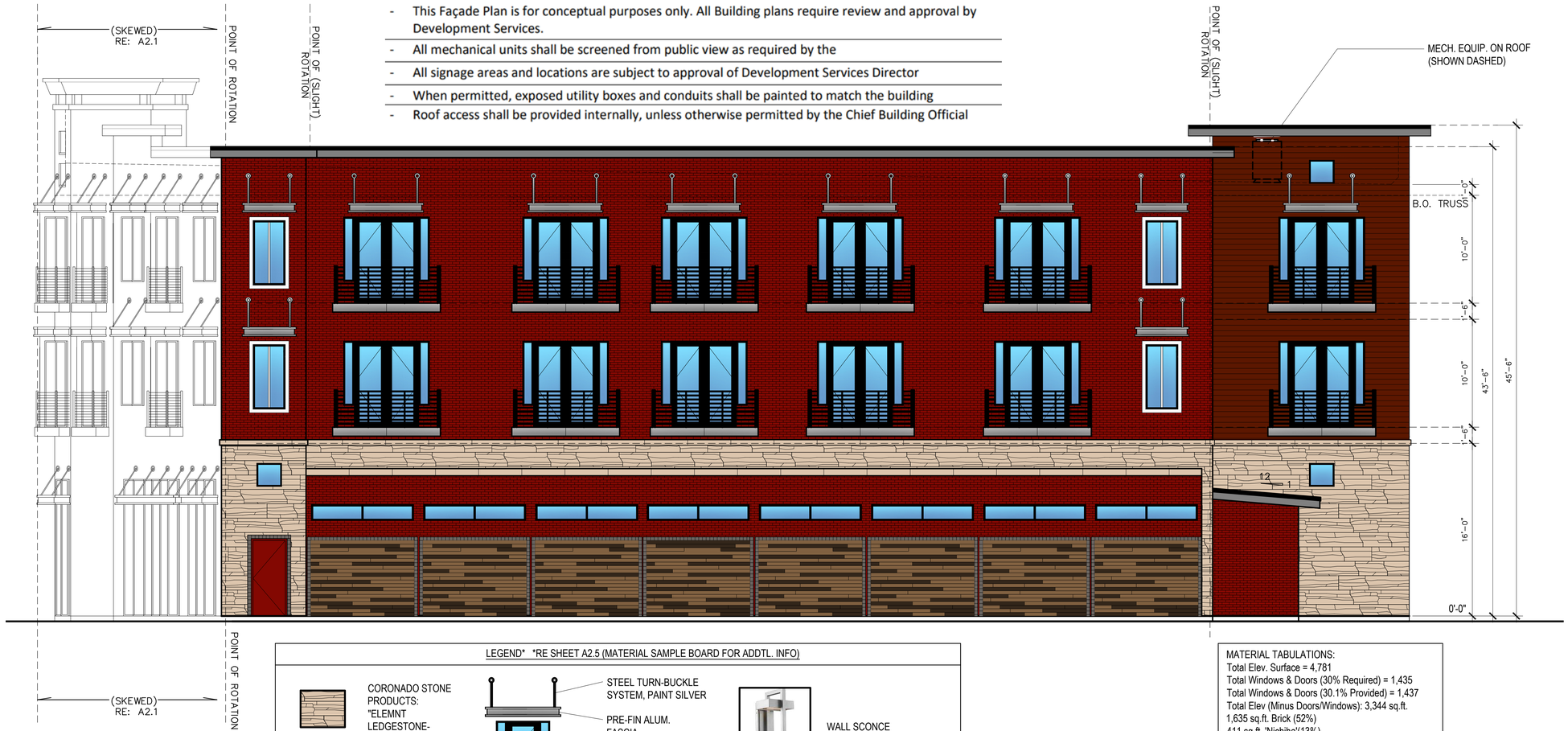
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Project #: 2003.00

EXTERIOR ELEVATION

A2.1

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- 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* *RE SHEET A2.5 (MATERIAL SAMPLE BOARD FOR ADDTL. INFO)

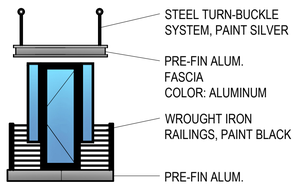
CORONADO STONE PRODUCTS: "ELEMNT LEDGESTONE-NORTHLAND"

BRICK PRODUCT: *MODULAR; COLOR: "ROXBURY"*

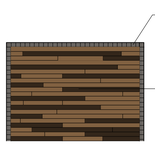
BRICK: ACME-COLOR: "ELDERWOOD"

'NICHIHA CEMENT-FIBER' PRODUCT: *VINTAGE WOOD SERIES: "CEDAR" (parallel pattern)*

CAST STONE SILL / COLOR: BEIGE



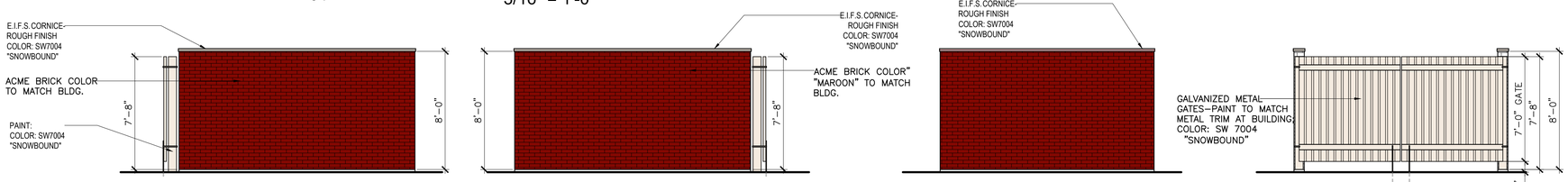

WALL SCONCE



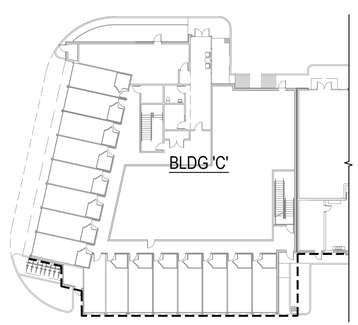
MATERIAL TABULATIONS:
Total Elev. Surface = 4,781
Total Windows & Doors (30% Required) = 1,435
Total Windows & Doors (30.1% Provided) = 1,437
Total Elev (Minus Doors/Windows): 3,344 sq.ft.
1,635 sq.ft. Brick (52%)
411 sq.ft. 'Nichiha'(13%)
912 sq.ft. Stacked Stone (29%)
192 sq.ft. Accent Materials (6%)
-Metal Awnings
-Metal Coping

3' 9'
0'

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



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



SOUTH ELEVATION

Floor Plan Key
03 1" = 300'

PLAN NORTH

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

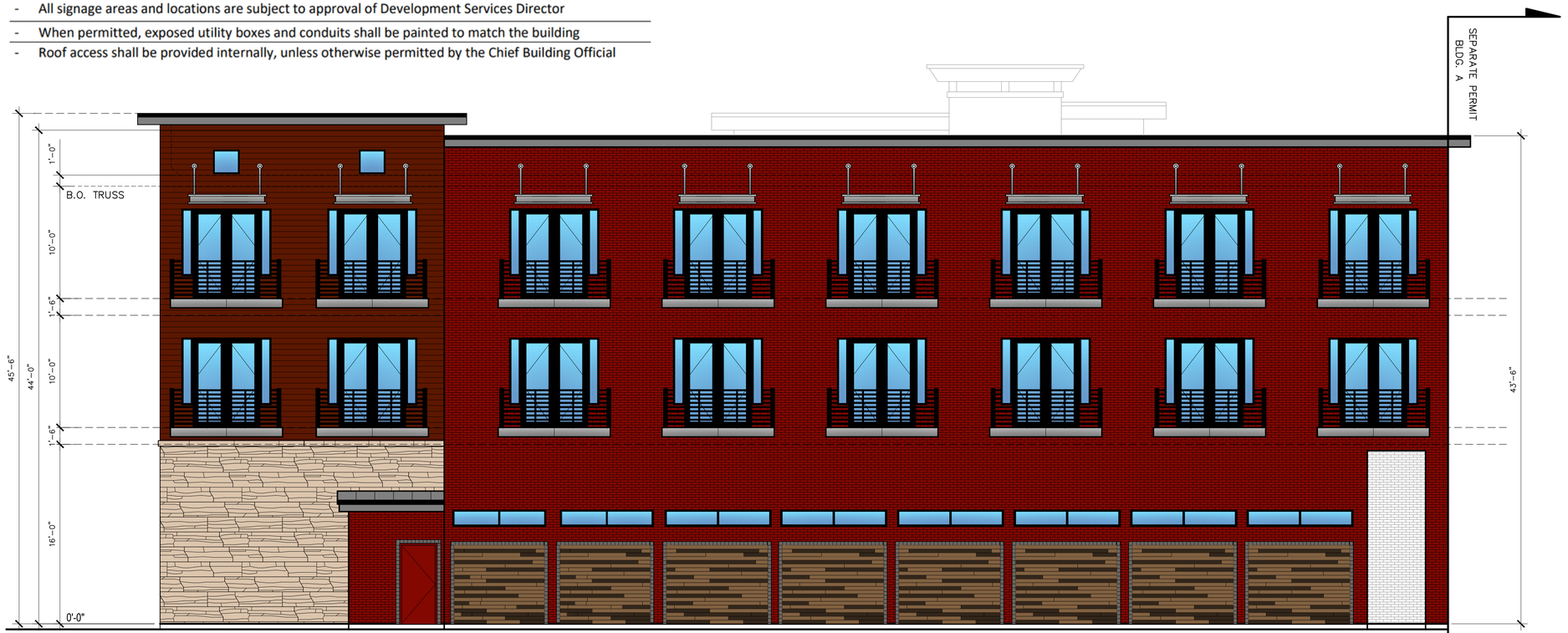
PRELIMINARY NOT FOR REGULATORY APPROVAL OR COPNSTRUCTION

Project #: 2003.00

EXTERIOR ELEVATION

A2.2

- 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* *RE SHEET A2.5 (MATERIAL SAMPLE BOARD FOR ADDTL. INFO)

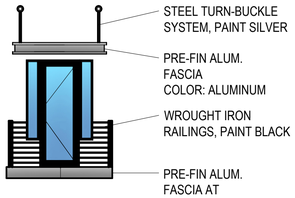
CORONADO STONE PRODUCTS: "ELEMNT LEDGESTONE-NORTHLAND"

BRICK PRODUCT: *MODULAR; COLOR: "ROXBURY"*

BRICK: ACME-COLOR: "ELDERWOOD"

'NICHIHA CEMENT-FIBER' PRODUCT: *VINTAGE WOOD SERIES: "CEDAR" (parallel pattern)*

CAST STONE SILL / COLOR: BEIGE



STEEL TURN-BUCKLE SYSTEM, PAINT SILVER

PRE-FIN ALUM. FASCIA COLOR: ALUMINUM

WROUGHT IRON RAILINGS, PAINT BLACK

PRE-FIN ALUM. FASCIA AT BALCONIES



WALL SCONCE



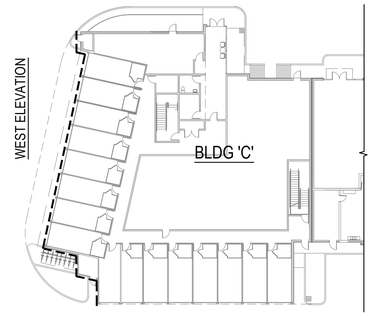
BRICK: ACME-COLOR: "ELDERWOOD"

METAL OVERHEAD DOOR BY "OVERHEAD OF PLANO" , STYLE: 'PLANKS' COLOR: 'BROWN AND SANDSTONE MIX'

MATERIAL TABULATIONS:
Total Elev. Surface = 5,075
Total Windows & Doors (30% Required) = 1,523
Total Windows & Doors (31.5% Provided) = 1,601
Total Elev (Minus Doors/Windows): 3,474 sq.ft.
2,501 sq.ft. Brick (72%)
417 sq.ft. 'Nichiha'(12%)
347 sq.ft. Stacked Stone (10%)
209 sq.ft. Accent Materials (6%)
-Metal Awnings
-Metal Coping

3' 9'
0'

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



Floor Plan Key
02 1" = 300'

PLAN NORTH

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

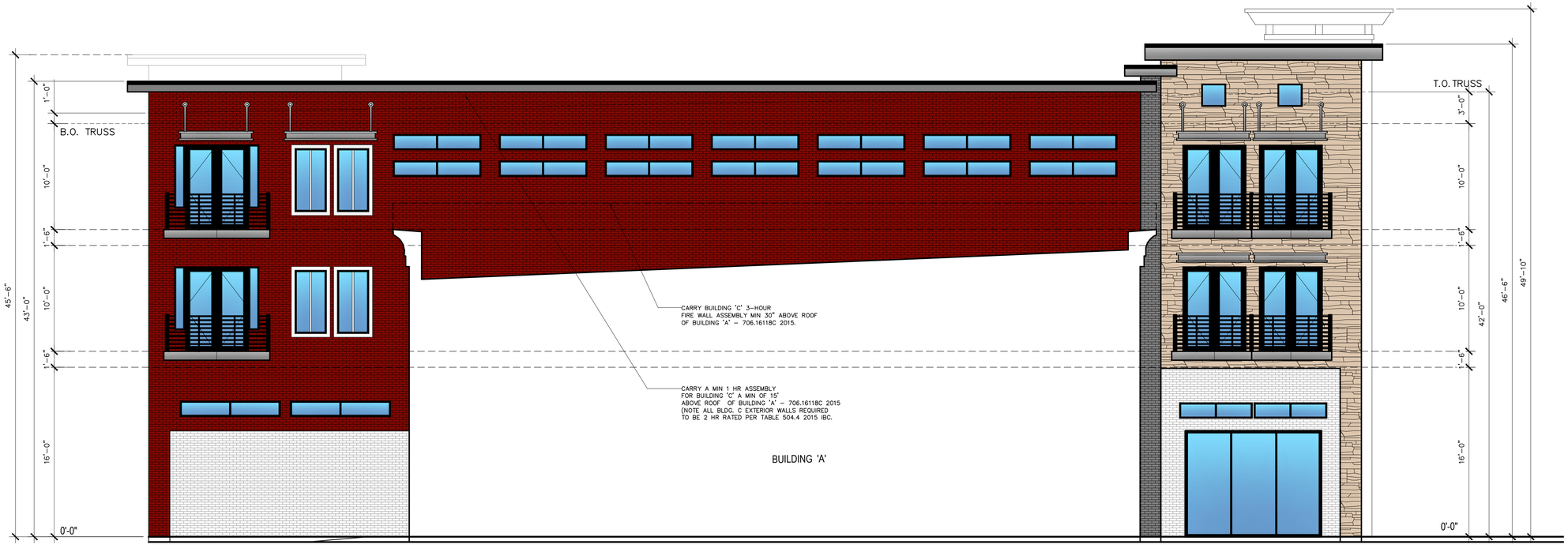
PRELIMINARY NOT FOR REGULATORY APPROVAL OR COPNSTRUCTION

Project #: 2003.00

EXTERIOR ELEVATION

A2.3

- 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



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

LEGEND* *RE SHEET A2.5 (MATERIAL SAMPLE BOARD FOR ADDTL. INFO)

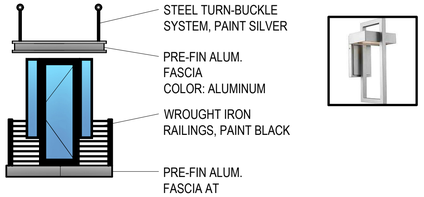
CORONADO STONE PRODUCTS: "ELEMNT LEDGESTONE-NORTHLAND"

BRICK PRODUCT: *MODULAR; COLOR: "ROXBURY"*

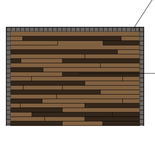
BRICK: ACME-COLOR: "ELDERWOOD"

'NICHIHA CEMENT-FIBER' PRODUCT: *VINTAGE WOOD SERIES: "CEDAR" (parallel pattern)*

CAST STONE SILL / COLOR: BEIGE

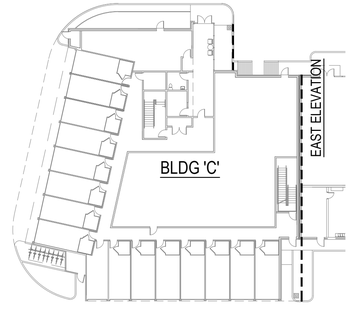


WALL SCONCE



MATERIAL TABULATIONS:
Total Elev. Surface = 2,660
Total Windows & Doors (30% Required) = 798 Total
Windows & Doors (30.2% Provided) = 802
Total Elev (Minus Doors/Windows): 1,858 sq.ft.
1,355 sq.ft. Brick (73%)
409 sq.ft. Stacked Stone (22%)
94 sq.ft. Accent Materials (5%)
-Metal Awnings
-Metal Coping

3' 9'
0'



Floor Plan Key
02 1" = 300'

PLAN NORTH

ANY MATERIALS OR METHODS CONTAINING OR USING ASBESTOS ARE PROHIBITED

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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

EXTERIOR ELEVATION

A2.4



CORONADO STONE
PRODUCTS:
"ELEMNT
LEDGESTONE-
NORTHLAND"



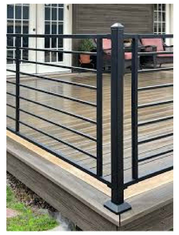
'NICHIHA
CEMENT-FIBER'
PRODUCT:
VINTAGE WOOD
SERIES: "CEDAR"
(parallel pattern)



ACME BRICK
PRODUCT:
MODULAR;
COLOR:
"ELDERWOOD"



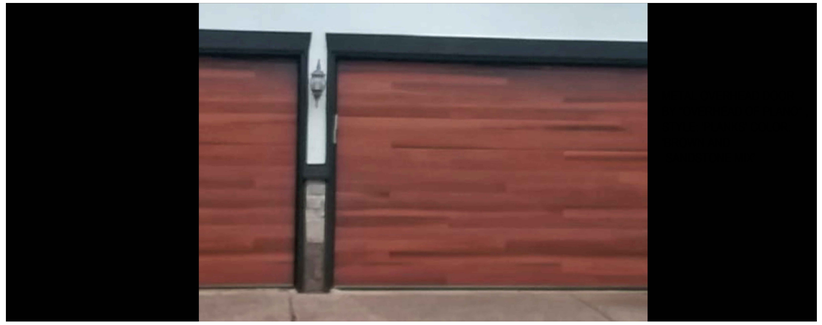
ACME BRICK
PRODUCT:
MODULAR;
COLOR:
"ROXBURY"



EXAMPLE:
BLACK WROUGHT
IRON RAIL AT
PATIOS



EXAMPLE:
ALUM. AWNING
W/ TIE-RODS





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
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REGULATORY
APPROVAL OR
COPNSTRUCTION

Project #: 2003.00

EXTERIOR
SAMPLE
BOARD +
RENDERING

A2.5



CORONADO STONE
PRODUCTS:
"ELEMNT
LEDGESTONE-
NORTHLAND"



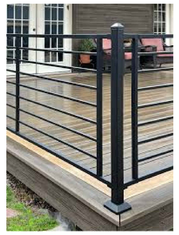
'NICHIHA
CEMENT-FIBER'
PRODUCT:
VINTAGE WOOD
SERIES: "CEDAR"
(parallel pattern)



ACME BRICK
PRODUCT:
MODULAR;
COLOR:
"ELDERWOOD"



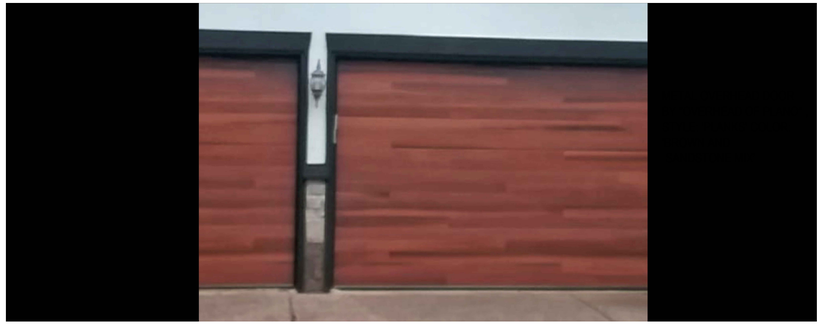
ACME BRICK
PRODUCT:
MODULAR;
COLOR:
"ROXBURY"



EXAMPLE:
BLACK WROUGHT
IRON RAIL AT
PATIOS



EXAMPLE:
ALUM. AWNING
W/ TIE-RODS





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

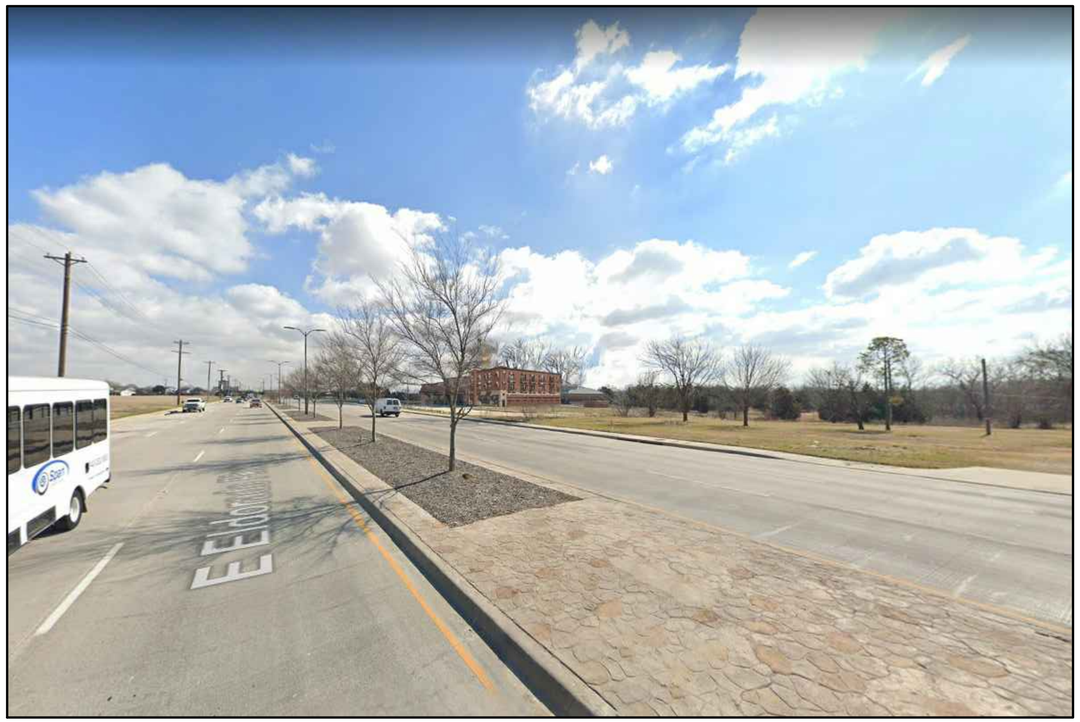
PRELIMINARY
NOT FOR
REGULATORY
APPROVAL OR
COPNSTRUCTION

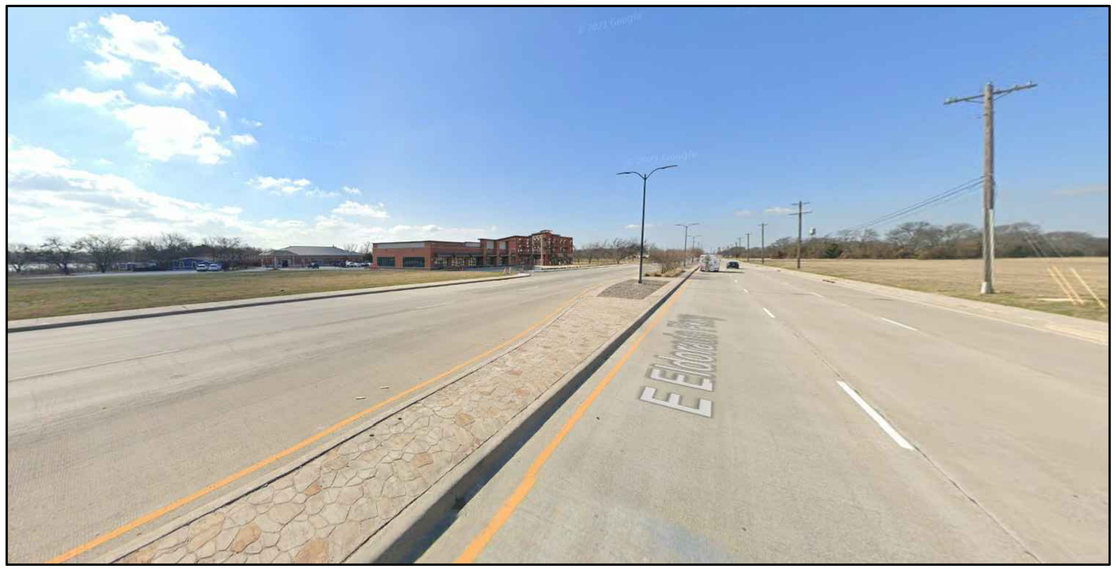
Project #: 2003.00

EXTERIOR
SAMPLE
BOARD +
RENDERING

A2.6







TRIUNE ARCHITECTURE
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Lakeshore Plaza
Bldg. 'C'

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and Hillside Dr.
Little Elm, TX
75206

PRELIMINARY
NOT FOR
REGULATORY
APPROVAL OR
COPNSTRUCTION

Project #: 2003.00

"DRIVE-BY"
RENDERINGS

A2.7

ANY MATERIALS OR METHODS
CONTAINING OR USING ASBESTOS
ARE PROHIBITED

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



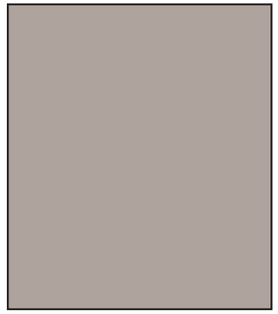
Heavy-Duty Dishwasher with 1-Hour Wash Cycle

Note: Subject to change based on availability

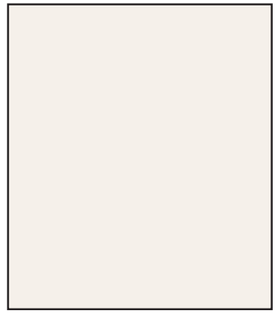
'LAKESHORE LOFT #1' - DARK MODERN CABINETS, INTRICATE COUNTER, WARM GRAYS

*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

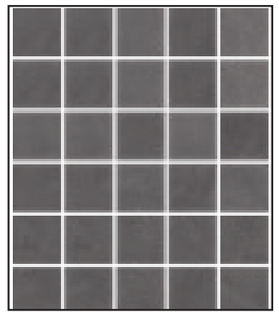
BATH



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

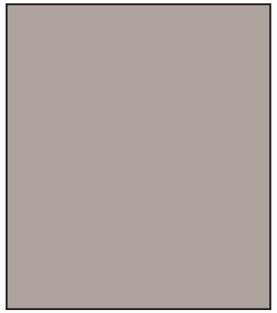


KITCHEN SINK
KOHLER VAULT
DUAL-MOUNT - STAINLESS

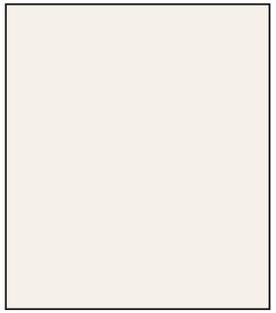
'LAKESHORE LOFT #2'- LIGHT MODERN CABINETS, LIGHT COUNTER, LIGHT/DARK CONTRASTS

*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



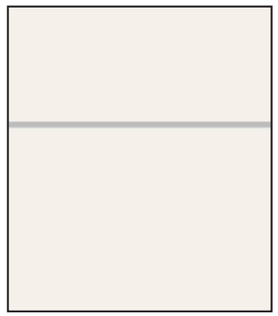
ISLAND ACCENT LIGHTING
KITCHLER 43853NI
10"W x 9.25" H BRUSHED NICKEL

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



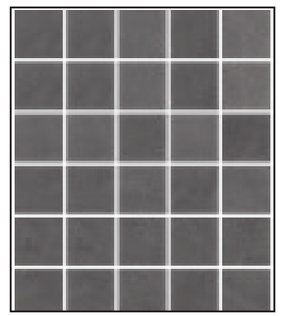
HARDWARE
#489-3 CKP BRAND
LINEAR - BLACK



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

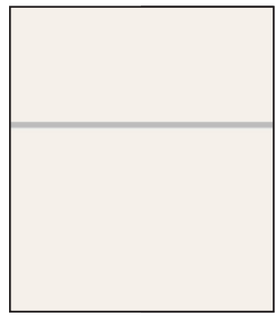


FRAMED MIRROR
QUIOZEL LOCKPORT
24X36 BRUSHED NICKEL



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

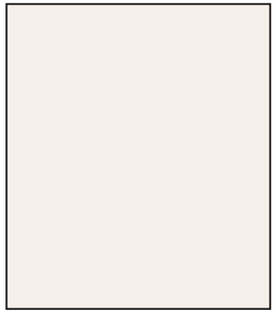


KITCHEN SINK
KOHLER VAULT
DUAL-MOUNT - STAINLESS

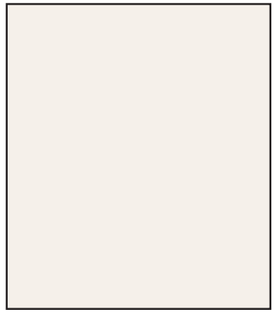
'LAKESHORE COTTAGE #1'- LIGHT CABINETS, LIGHT COUNTER, WHITE/BLACK CONTRASTS

***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

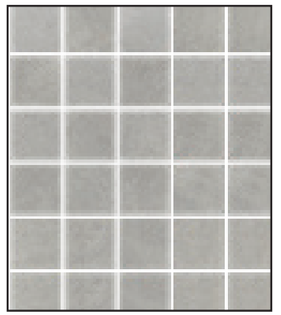


GRANITE COUNTERTOP
REPUBLIC ELITE
WHITE ROSE

BATH



WALL TILE
FLORIDA - STREAMLINE
ARCTIC MATTE - BRICK LAY



SHOWER FLOOR TILE
FLORIDA - EDGE MOSAIC
SILVER

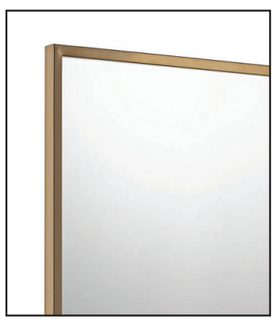


BATH FAUCET
DELTA TRINSIC
SINGLE HOLE - CHAMPAGNE



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



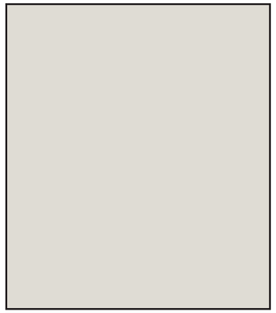
KITCHEN FAUCET
KOHLER SIMPLCE
SINGLE-HANDLE - BLACK



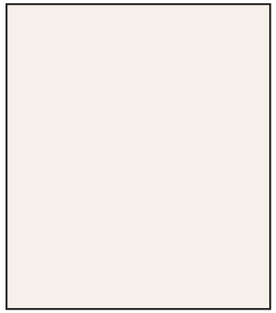
KITCHEN SINK
KOHLER VAULT
DUAL-MOUNT - STAINLESS

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

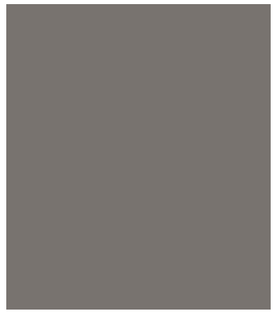
COLOR PALETTE



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



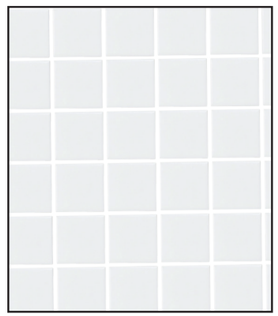
HARDWARE
#55277 AMEROCK PULL
BLACK BRONZE



GRANITE COUNTERTOP
REPUBLIC ELITE
WHITE ROSE



WALL TILE
ERGON TREND
GRAY-5X10



SHOWER FLOOR TILE
FLORIDA-MOSAIC ART
WHITE

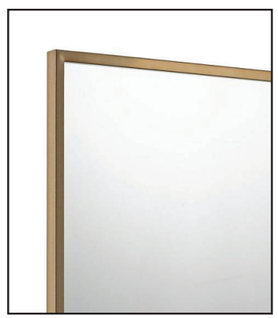


BATH FAUCET
DELTA TRINSIC
SINGLE HOLE - CHAMPAGNE



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

LUX GARAGE DOORS





Colors

TRUE WHITE (TW) ALMOND (AL) WICKER TAN (WK) SANDTONE (ST) TERRATONE (TT) DARK BROWN (DN)



GOLDEN OAK (OK)‡ WALNUT (NT)‡ MAHOGANY (MY)‡

Amarr steel doors are pre-painted; for custom colors, exterior latex paint must be used.

Visit **amarr.com** for instructions on painting. Actual paint colors may vary from samples shown.

‡ Price upcharge applies.


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

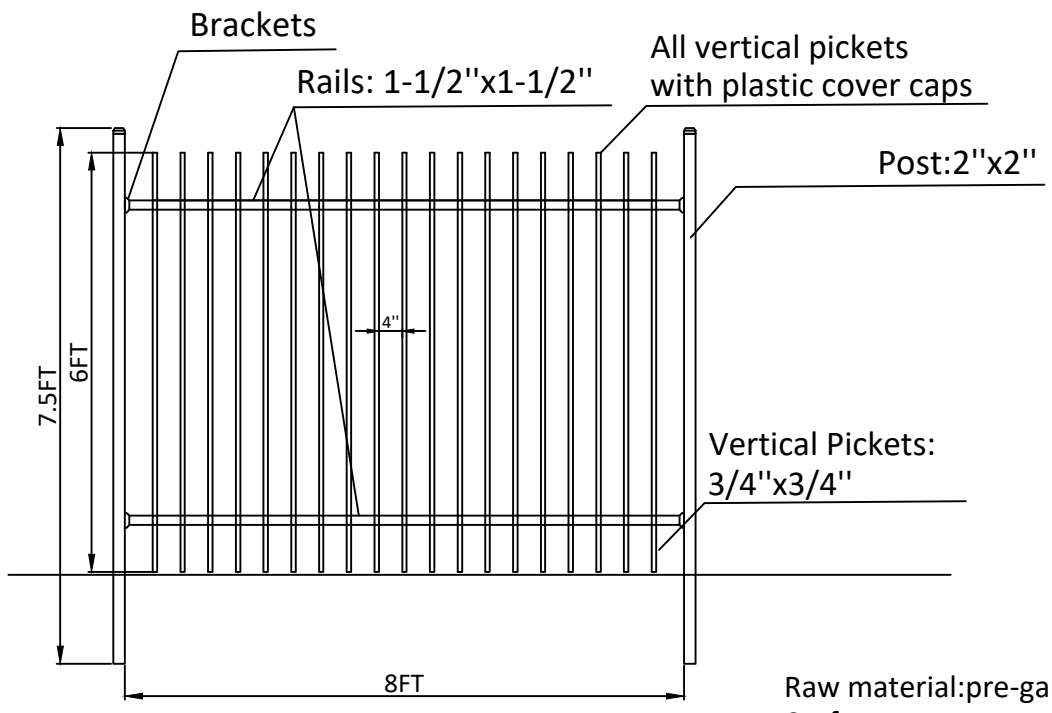
2022.10.31

温州吉奇游乐设备有限公司

WENZHOU JIQI AMUSEMENT EQUIPMENT CO.,LTD.



FENCE EXAMPLE AT
'BLDG A' MECH.
SCREENING



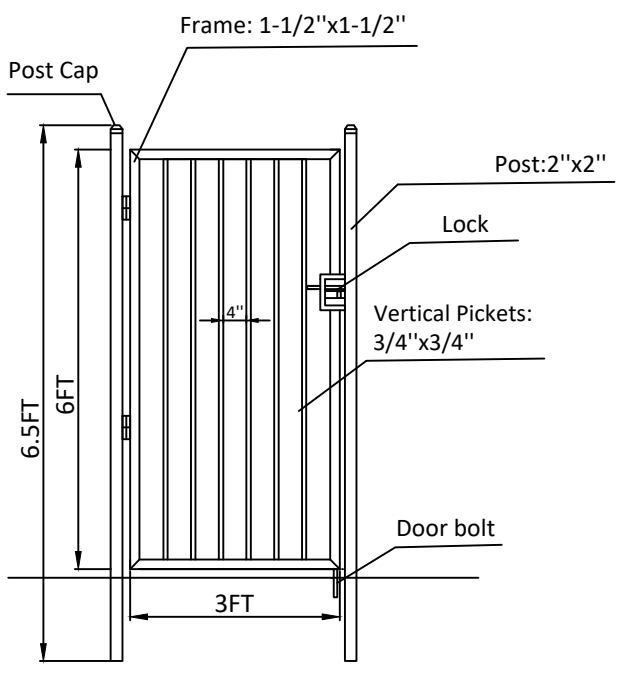
Raw material:pre-galvanized steel tube
Surface treatment:powder coated(black color)

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 — Hongye Metal	Date	20220822

Lakeshore Plaza
Shopping Dining Entertainment

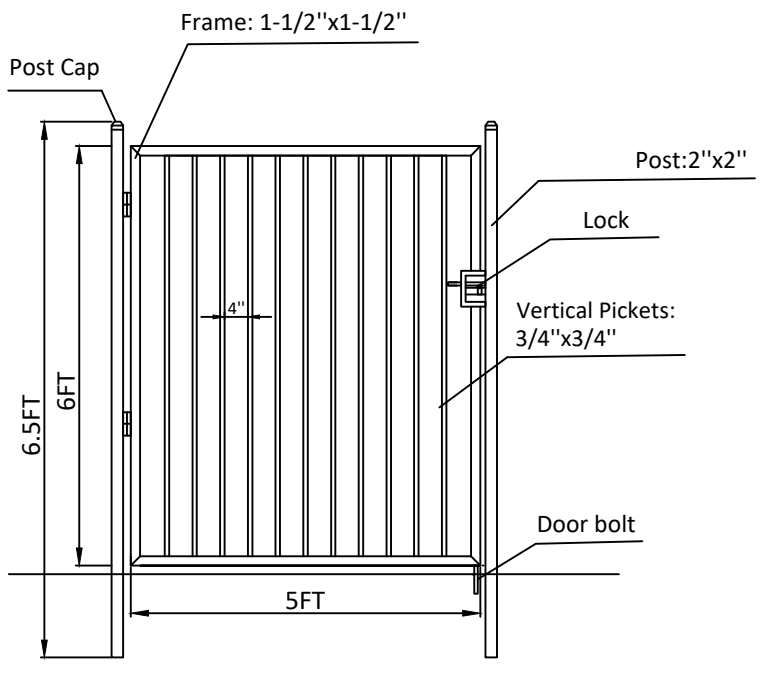
THIS DRAWING AND THE RELATED INFORMATION IS AND REMAINS THE EXCLUSIVE PROPERTY OF HONGYE METAL WITHOUT THE PRIOR WRITTEN CONSENT OF HONGYE THIS DRAWING AND THE RELATED INFORMATION MAY NEITHER BE COPIED OR REPRODUCED, NOR COMMUNICATED IN ANY WAY TO A THIRD PARTY, NOR USED FOR MANUFACTURING OUTSIDE HONGYE 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 — Hongye Metal	Date	20220822

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 — Hongye Metal	Date	20220822

Lakeshore Plaza
Shopping Dining Entertainment

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Date:	06/20/2023
Agenda Item #:	6. C.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Olga Chernomorets, Planning Manager

AGENDA ITEM:

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

Rhe attached DA includes the most recently submitted Condominium Declaration and Declaration of Access and Shared Use.

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 development plans, associated renderings, exhibits and documents attached to this agreement.

C. Shared dumpster access and use agreement for Lot 3 and Lot 1R.

D. Formation of Condominium Association.

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

F. Any exterior signage for Building C to specifically reference "Condominiums."

G. 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.

H. Future Building & Construction Permits –

a. Interior layouts and finishes associated with the residential component of Building C, showing stainless steel appliances, granite counter tops, and specific style and brand, lighting and plumbing fixtures and hardware, to be captured as the minimum standard for proposed brand and quality
b. Referenced playground equipment, playground shade structure, benches, trash receptacles, and wrought iron fence, to be captured as the minimum standard for proposed quality. All equipment must meet commercial standards.
c. Future construction and building permit applications are subject to meeting relative International Codes and Engineering Design Standards, as amended.

I. Army Corps of Engineers approval of revised site plan required prior to receiving SDV permit approval for construction.

J. Any potential changes to plans may also be subject to additional review and approval by USACE and/or TXDOT

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 _____ company

By: _____

Date:_____

TOWN OF LITTLE ELM, TEXAS

By:_____
Matt Mueller
Town Manager

Date:_____

ATTEST:

By:_____
Caitlan Biggs
Town Secretary

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 Shekoy

Date: 06/19/2023

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 _____, 2023, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By:_____
Notary Public, State of Texas

My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

Before me, the undersigned authority, on this _____ day of _____, 2023, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of _____.

[Seal]

By:_____
Notary Public, State of Texas

My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this _____ day of _____, 2023, 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 _____ day of _____, 2023, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of _____.

[Seal]

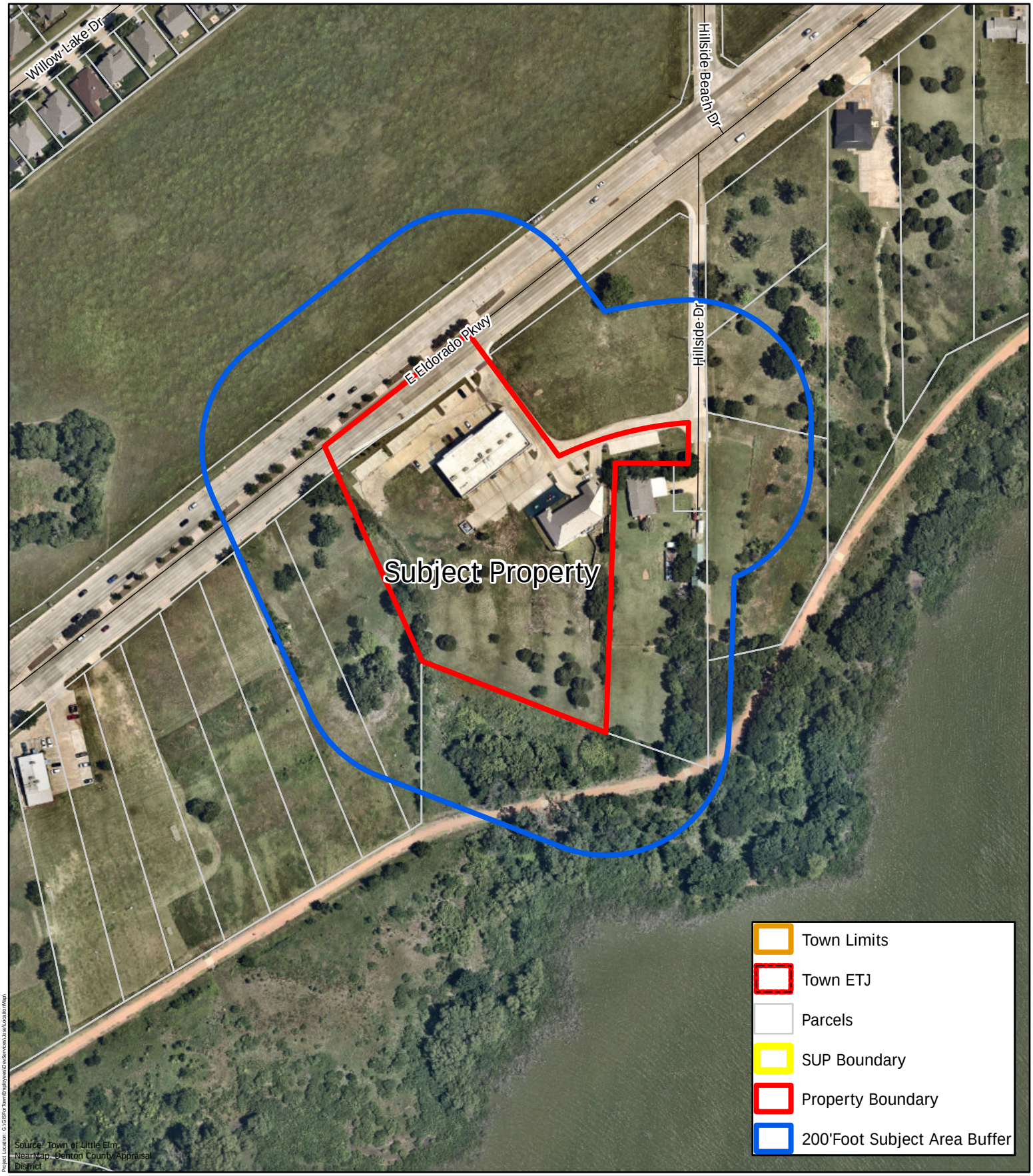
By: Bita Esmaeili
Notary Public, State of Texas

My Commission Expires: 06/19/2028

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

EXHIBIT A

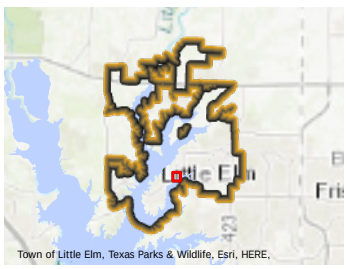
Property Description



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. 1711

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 May 18, 2023 the Planning & Zoning Commission considered and made recommendations on a request for Planned

Development-Lakefront (PD-LF), Case No. PD-23-00838); 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 20th day of June, 2023.

Town of Little Elm, Texas

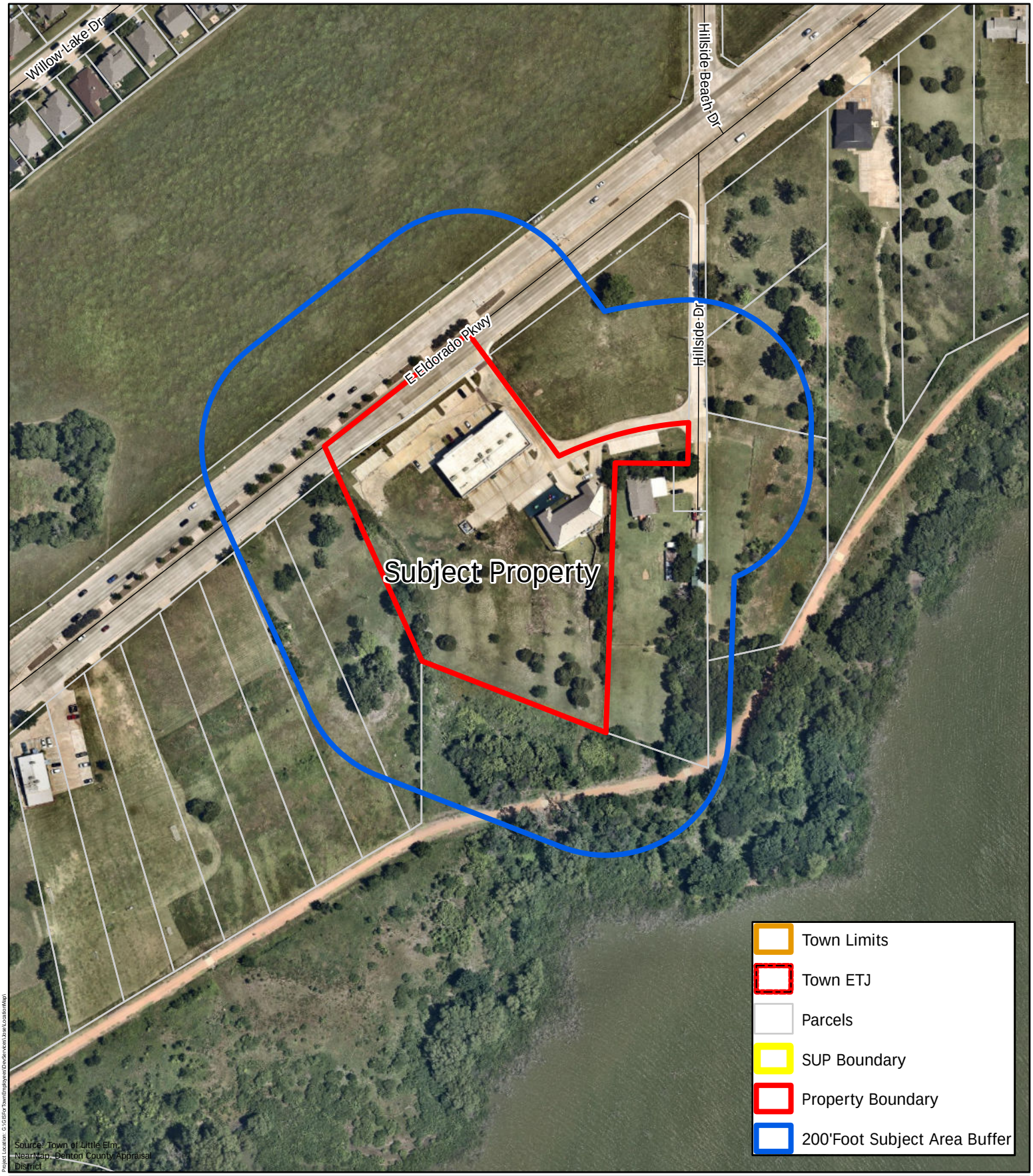
_____
Curtis Cornelious, Mayor

ATTEST:

_____
Caitlan Biggs, Town Secretary

Exhibit A

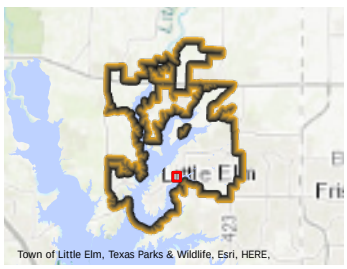
Metes and Bounds



LITTLE ELM

PD:22-1632
Lakeshore Plaza

0 0.02 0.04 0.08 Miles



Town of Little Elm
Denton County, Tx

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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 surface and garage parking, and indoor gym amenity 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 ad existing 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 Development Services may approve minor revisions which do not alter the basic relationship of the proposed development.

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

EXHIBIT B

Development Standards

GENERAL CONDITIONS FOR PD:

1) Use Regulations.
    a. 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.
    b. 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 shall be maintained as show on the Site Plan
    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.
    c. Buildings. Buildings shall not exceed three (3) stories, or 45 feet, in height; additional height up to 49 feet and 10 inches along Eldorado Parkway is allowed only for articulation design purposes, as shown on the Façade Plans.
    d. Exterior construction for the 1,247 square-foot addition to Building B, the existing daycare facility, as shown on the floor plan shall comply with standards within Sec. 106.04.02 - Lakefront District, and be cohesive with existing building design and aesthetic.

4) Parking and Accessibility. All provisions within Division 5 of Sec. 106.04.02 - Lakefront District shall be met except as specified below:
    a. Parking spaces allowed at 9 feet wide by 20 feet long as shown on the Site Plan

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

6) 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, benches, trash receptacles.

    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 Development Plans.

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

    d. Ground mounted mechanical equipment that is unable to be screened by living evergreen shrubs, tall enough at the time pf planting to fully and completely screen the equipment, if deemed appropriate by the Director of Development Services, shall be screened in its entirety with a decorative steel screen fence as referenced on the Development Plans.

7) Future Buildings and Construction Permits.

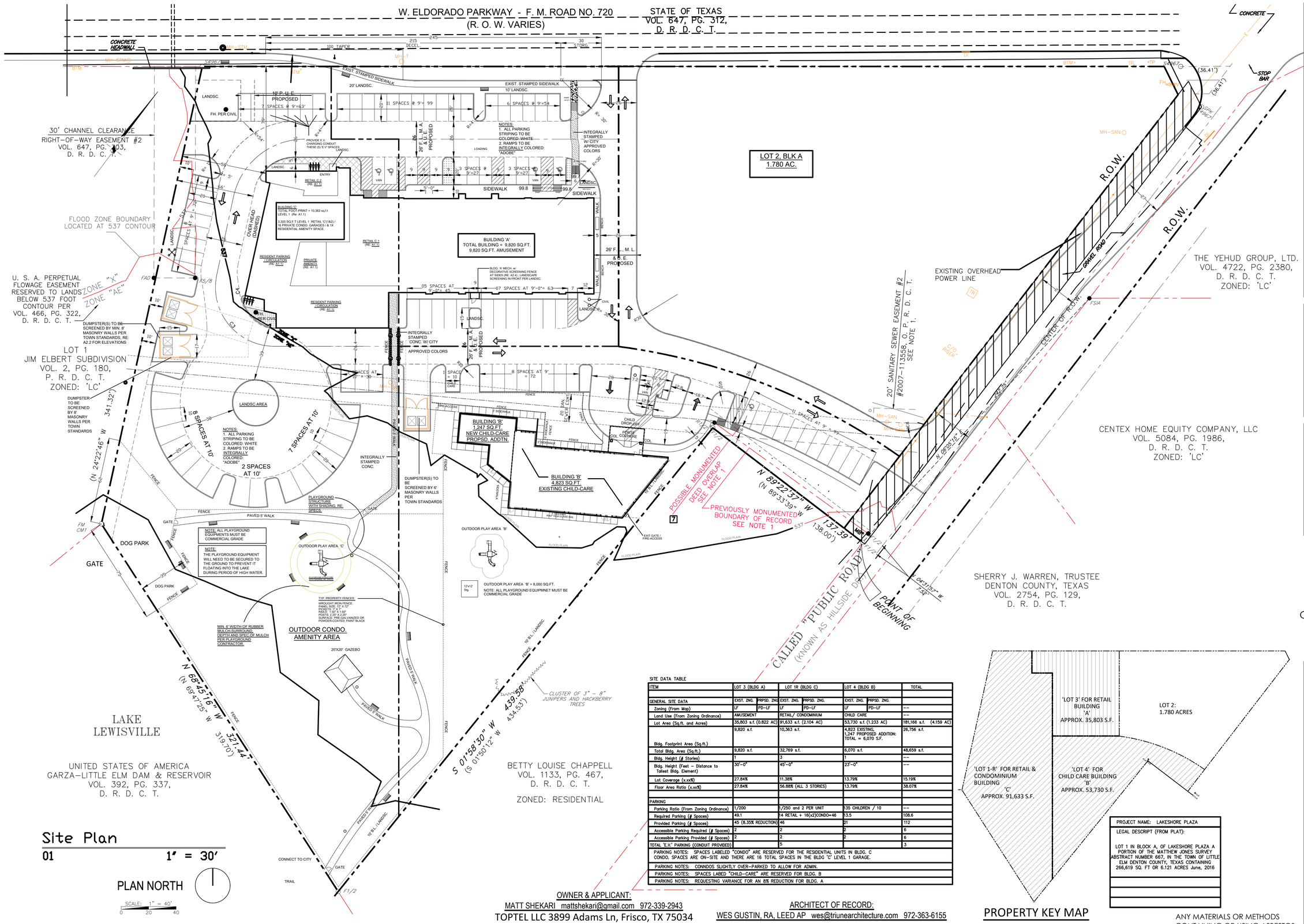
    a. Interior layouts and finishes associated with the residential component of Building C, showing stainless steel appliances, granite counter tops, and specific style and brand, lighting and plumbing fixtures and hardware, to be captured as the minimum standard for proposed brand and quality.

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

    c. Any potential changes to plans may also be subject to additional review and approval by USACE and/or TXDOT.

Exhibit C

Development Plans



Site Plan

01 1" = 30'

PLAN NORTH

SCALE: 1" = 40'
0 20 40

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		35 CHILDREN / 10		---
Required Parking (# Spaces)	49.1		84 RETAIL + 16(x2)CONDO=46		13.5		108.6
Provided Parking (# Spaces)	45 (8.35% REDUCTION)		46		21		112
Accessible Parking Required (# Spaces)	2		2		2		6
Accessible Parking Provided (# Spaces)	2		2		2		6
TOTAL 'E.V.' PARKING (CONDUIT PROVIDED)			5				3

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

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

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

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

Lakeshore Plaza
Bldg. 'C'

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

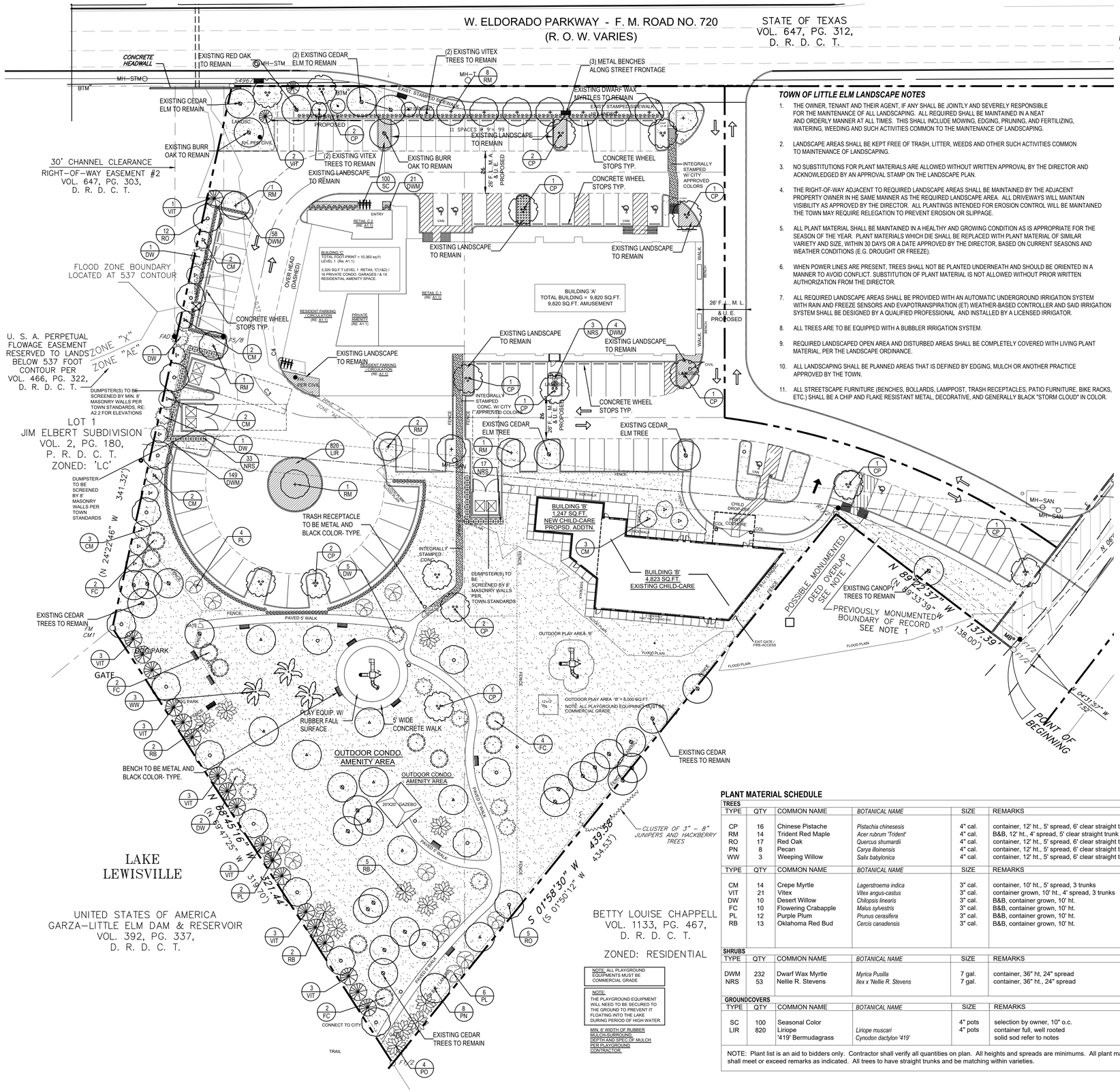
Site Review 02-24-22
PD 03-11-22
PD 03-30-22
PD 05-20-22
PD 08-05-22

PRELIMINARY
NOT FOR
REGULATORY
APPROVAL OR
COPNSTRUCTION

Project #: 2003.00

SITE
MASTER
PLAN

A0.1
10-20-2022



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	16	Chinese Pistache	*Pistachia chinesesis*	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
RM	14	Trident Red Maple	*Acer rubrum 'Trident'*	4" cal.	B&B, 12' ht., 4' spread, 5' clear straight trunk
RO	17	Red Oak	*Quercus shumardii*	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
PN	8	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	*Lagerstroema 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
DW	10	Desert Willow	*Chilopsis linearis*	3" cal.	B&B, container grown, 10' ht.
FC	10	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	13	Oklahoma Red Bud	*Cercis canadensis*	3" cal.	B&B, container grown, 10' ht.
SHRUBS					
TYPE	QTY	COMMON NAME	*BOTANICAL NAME*	SIZE	REMARKS
DWM	232	Dwarf Wax Myrtle	*Myrica Pusilla*	7 gal.	container, 36" ht, 24" spread
NRS	53	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		4" pots	selection by owner, 10" o.c.
LIR	820	Liriope '419' Bermudagrass	*Liriope muscari* *Cynodon dactylon '419'*	4" pots	container full, well rooted 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.

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

ALL METAL FENCING IS TO BE 6' HEIGHT DECORATIVE METAL FENCE TO MATCH EXISTING. REFER TO ARCHITECTURAL SITE PLAN DETAILS AND SPECIFICATIONS

SOLID SOD NOTES

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 2" 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 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.

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

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

LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
1782 W. McDERMOTT DR.
ALLEN, TEXAS 75013
(469) 369-4448
CHRIS@STUDIOGREENSPOT.COM

REGISTERED LANDSCAPE ARCHITECT CHRIS TRONCALE 2042 STATE OF TEXAS
04.19.2023

LAKESHORE RETAIL

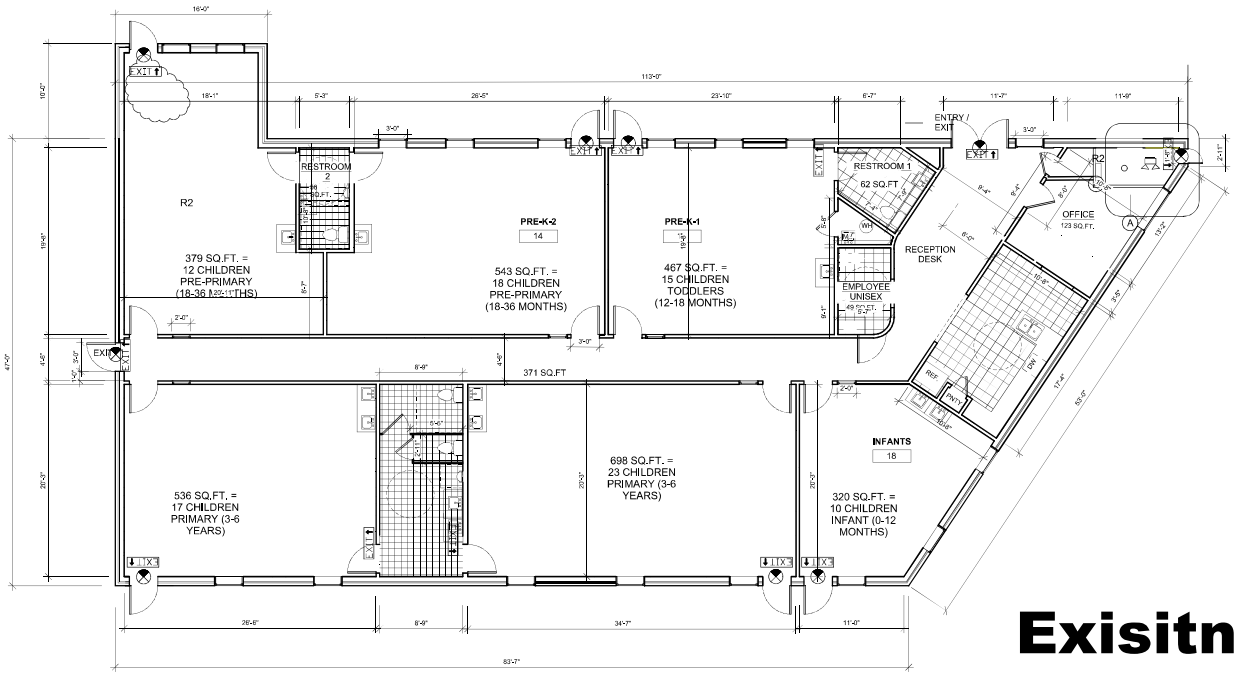
ELDORADO PKWY
LITTLE ELM, TEXAS

ISSUE:
CITY COMMENTS 07.08.2022
CITY COMMENTS 07.28.2022
CITY COMMENTS 09.19.2022
CITY COMMENTS 10.22.2022
CITY COMMENTS 11.09.2022
CITY COMMENTS 04.19.2023

DATE:
04.19.2023

SHEET NAME:
LANDSCAPE PLAN

SHEET NUMBER:
L.2



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

© 2018

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

Toptel llc 3899 Adams Ln FriscoTX 75034

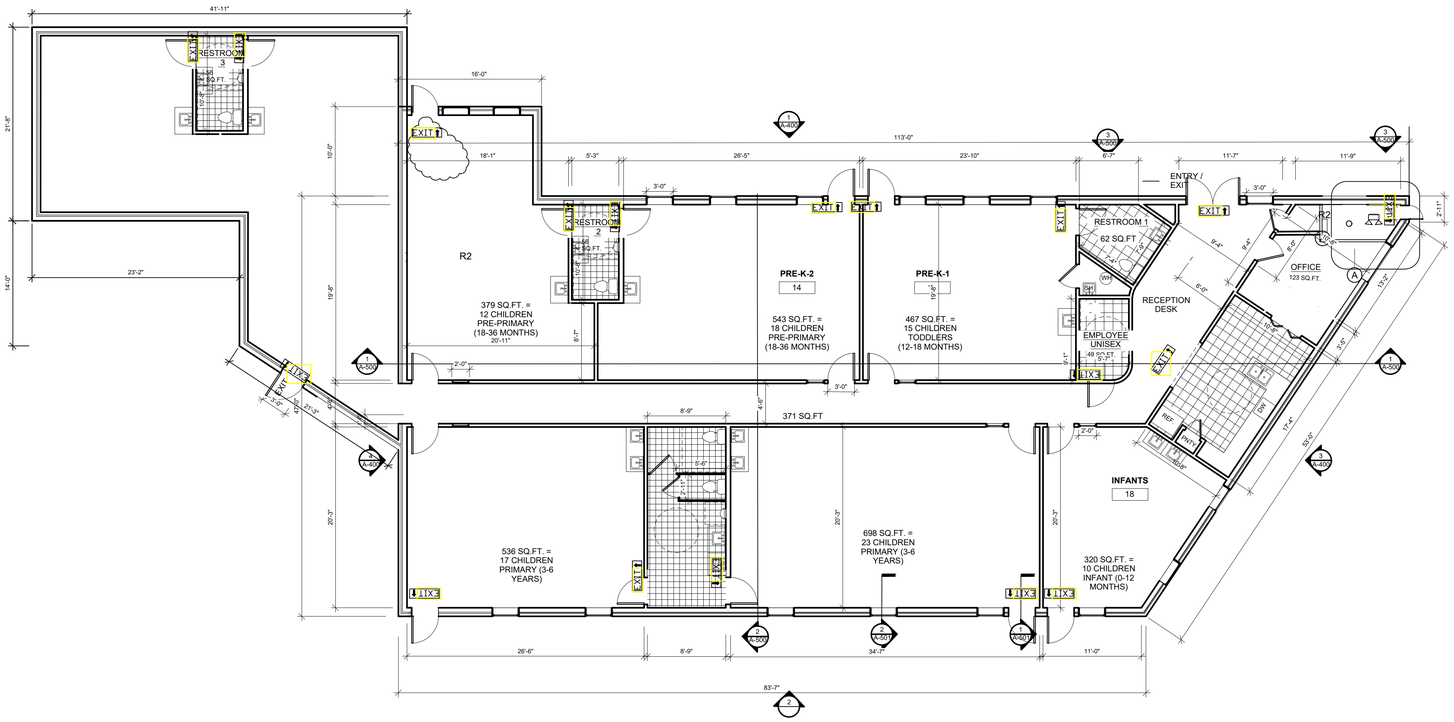
Project Status

PROJECT NO.:00000
DIMENTIONED FLOOR PLAN

A-201

OF

DRAWN: Author CHECKED:



Proposed Floor plan

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

Note: b. The expansion of the daycare facility not only follows the design standards within the LF District but also matches the existing building.

FLOOR PLAN GENERAL NOTES

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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

PRO ECT NO.00000

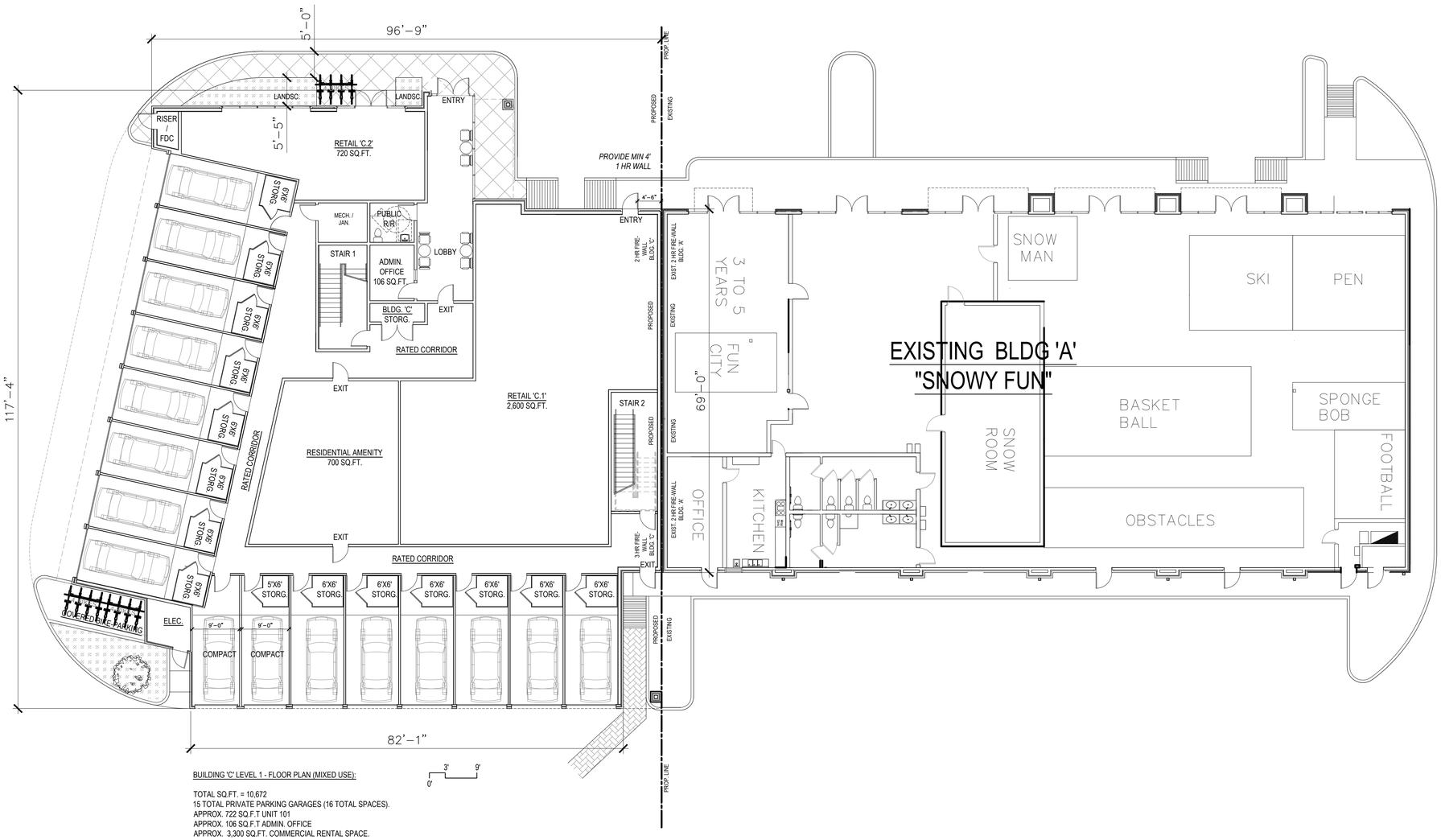
DIMENTIONED FLOOR PLAN

A-201

OF

DRAWN: Author CHECKED:

Project Status



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

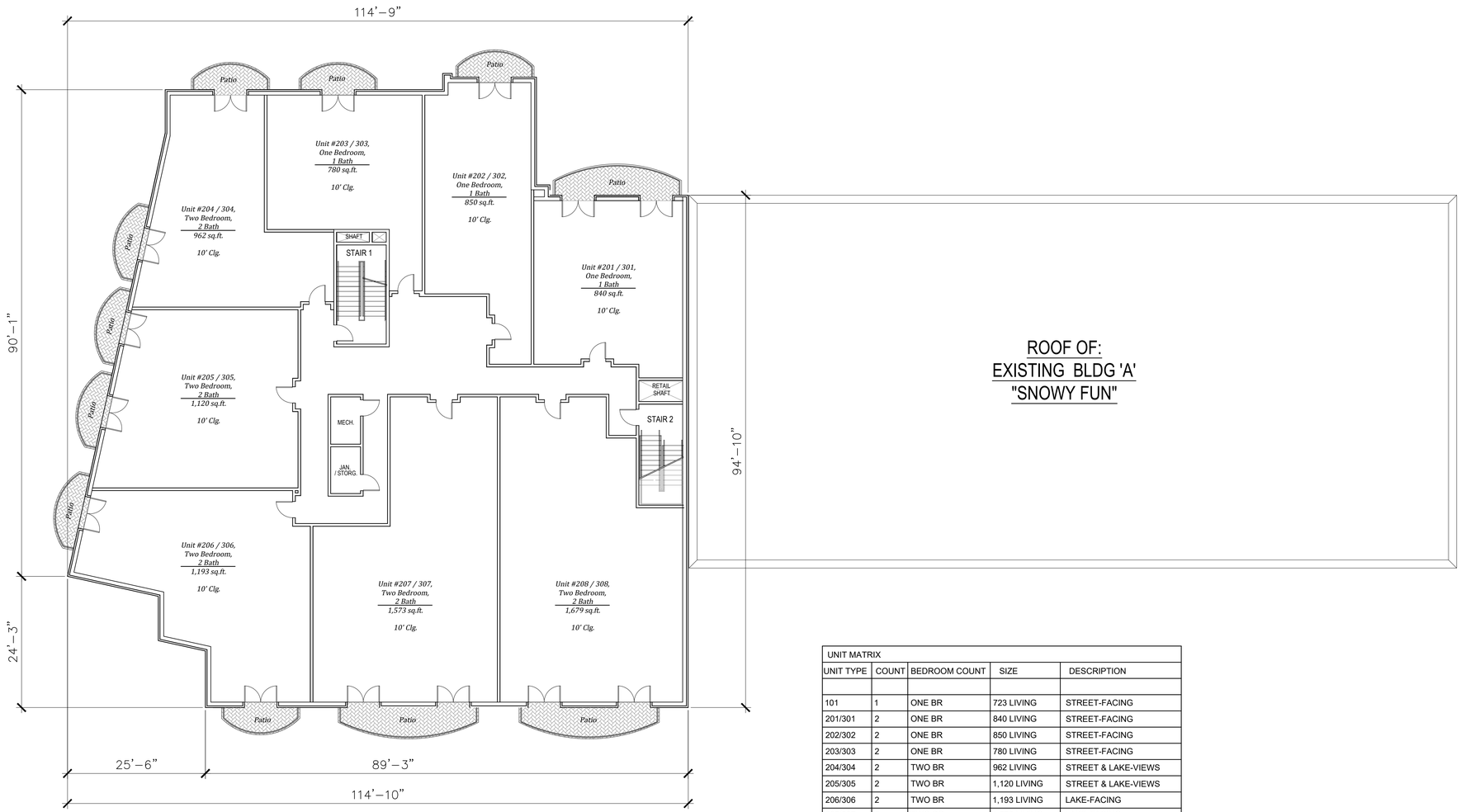
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COPNSTRUCTION

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
101	1	ONE BR	723 LIVING	STREET-FACING
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	17			

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

GRAND TOTAL SQ.FT. = 11,259 (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

TRIUNE ARCHITECTURE
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Lakeshore Plaza
Bldg. 'C'

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

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COPNSTRUCTION

Project #: 2003.00

Level 2 & 3

A1.2

ANY MATERIALS OR METHODS
CONTAINING OR USING ASBESTOS
ARE PROHIBITED

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- 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* *RE SHEET A2.5 (MATERIAL SAMPLE BOARD FOR ADDTL. INFO)

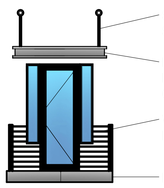
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BRICK PRODUCT: *MODULAR; COLOR: "ROXBURY"*

BRICK: ACME-COLOR: "ELDERWOOD"

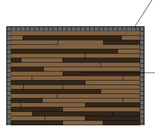
'NICHIHA CEMENT-FIBER' PRODUCT: *VINTAGE WOOD SERIES: "CEDAR" (parallel pattern)*

CAST STONE SILL / COLOR: BEIGE





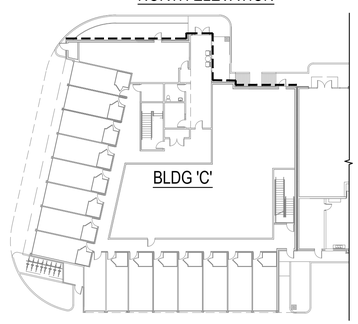
WALL SCONCE



MATERIAL TABULATIONS:
Total Elev. Surface = 4,510
Total Windows & Doors (30% Required) = 1,353
Total Windows & Doors (30.18% Provided) = 1,361
Total Elev (Minus Doors/Windows): 3,149 sq.ft.
1,634 sq.ft. Brick (52%)
411 sq.ft. 'Nichiha'(13%)
912 sq.ft. Stacked Stone (29%)
192 sq.ft. Accent Materials (6%)
-Metal Awnings
-Metal Coping

3' 9'
0'

NORTH ELEVATION



Floor Plan Key
02

1" = 300'

PLAN NORTH

Front Elevation-Building 'C' (North)
01

3/16" = 1'-0"

ANY MATERIALS OR METHODS CONTAINING OR USING ASBESTOS ARE PROHIBITED

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972-363-6155
www.triunearchitecturepllc.com

Lakeshore Plaza
Bldg. 'C'

Eldorado Pkwy.
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75206

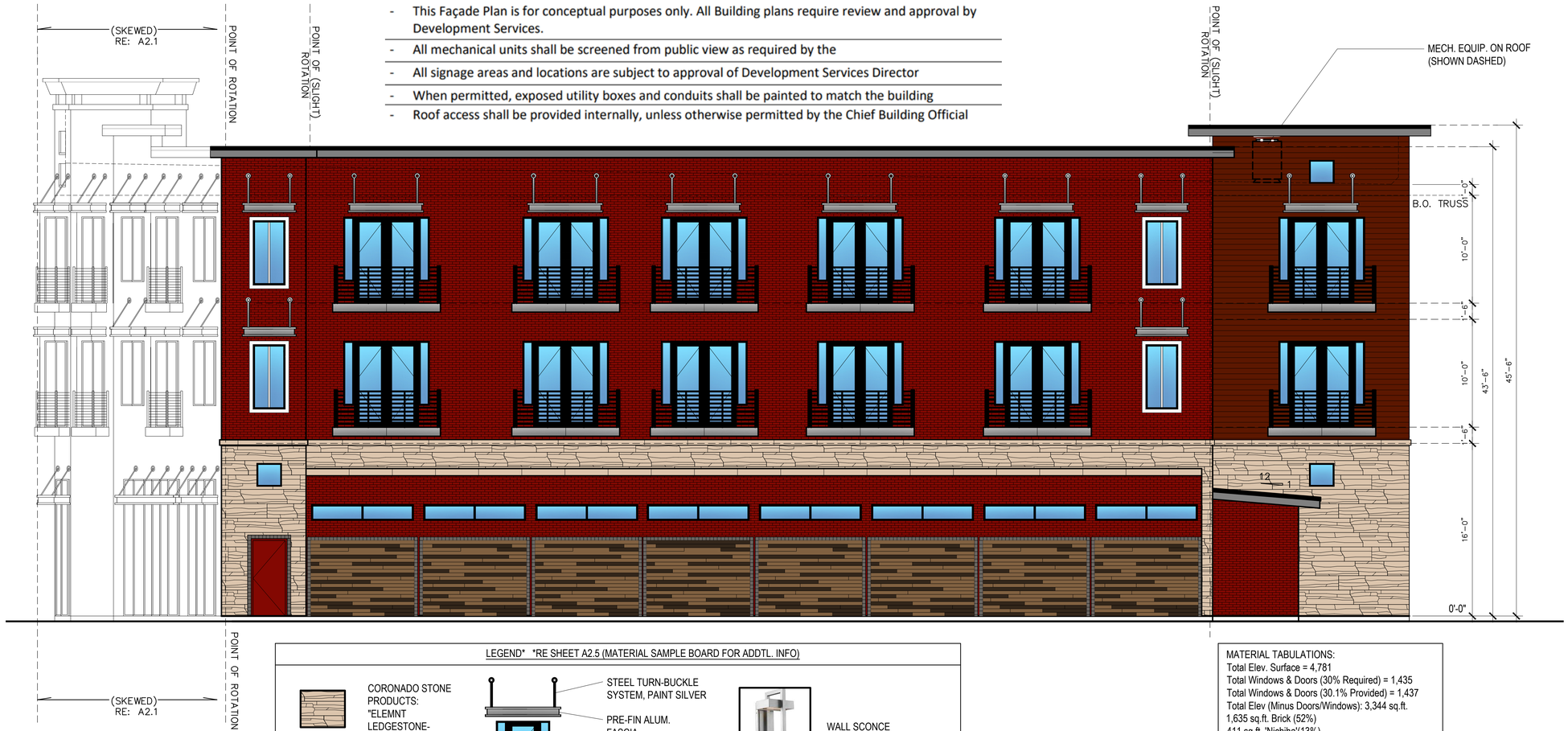
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COPNSTRUCTION

Project #: 2003.00

EXTERIOR ELEVATION

A2.1

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LEGEND* *RE SHEET A2.5 (MATERIAL SAMPLE BOARD FOR ADDTL. INFO)

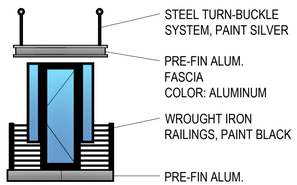
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BRICK PRODUCT: *MODULAR; COLOR: "ROXBURY"*

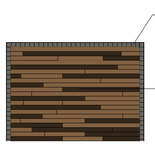
BRICK: ACME-COLOR: "ELDERWOOD"

'NICHIHA CEMENT-FIBER' PRODUCT: *VINTAGE WOOD SERIES: "CEDAR" (parallel pattern)*

CAST STONE SILL / COLOR: BEIGE



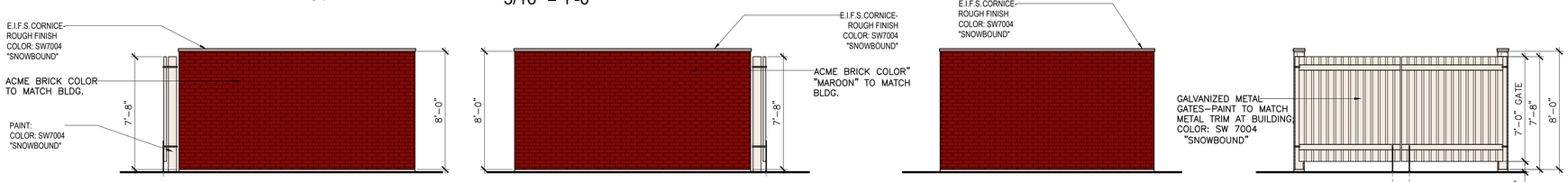

WALL SCONCE



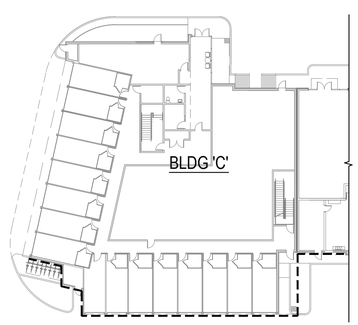
MATERIAL TABULATIONS:
Total Elev. Surface = 4,781
Total Windows & Doors (30% Required) = 1,435
Total Windows & Doors (30.1% Provided) = 1,437
Total Elev (Minus Doors/Windows): 3,344 sq.ft.
1,635 sq.ft. Brick (52%)
411 sq.ft. 'Nichiha'(13%)
912 sq.ft. Stacked Stone (29%)
192 sq.ft. Accent Materials (6%)
-Metal Awnings
-Metal Coping

3' 9'
0'

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



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



SOUTH ELEVATION

Floor Plan Key
03 1" = 300'

PLAN NORTH

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

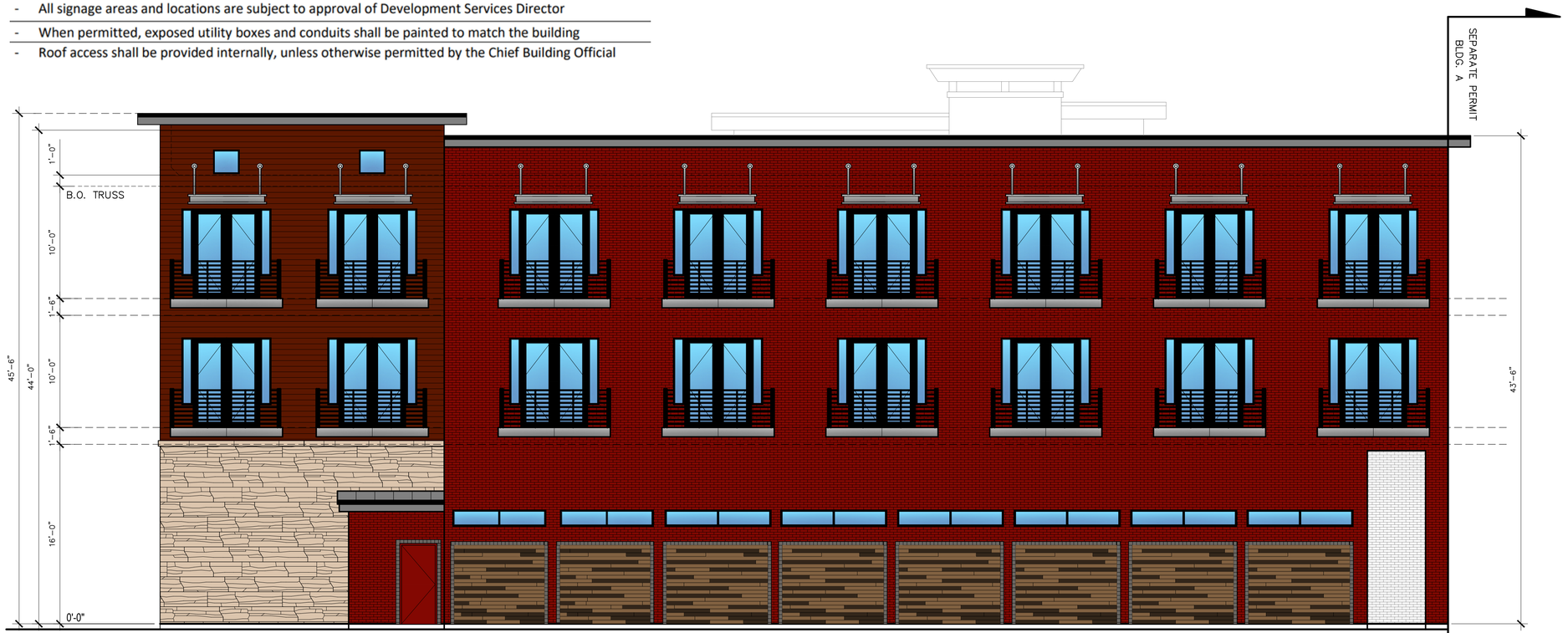
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Project #: 2003.00

EXTERIOR ELEVATION

A2.2

- This Façade Plan is for conceptual purposes only. All Building plans require review and approval by Development Services.
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LEGEND* *RE SHEET A2.5 (MATERIAL SAMPLE BOARD FOR ADDTL. INFO)

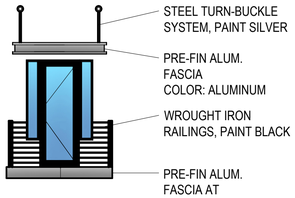
CORONADO STONE PRODUCTS: "ELEMNT LEDGESTONE-NORTHLAND"

BRICK PRODUCT: *MODULAR; COLOR: "ROXBURY"*

BRICK: ACME-COLOR: "ELDERWOOD"

'NICHIHA CEMENT-FIBER' PRODUCT: *VINTAGE WOOD SERIES: "CEDAR" (parallel pattern)*

CAST STONE SILL / COLOR: BEIGE



STEEL TURN-BUCKLE SYSTEM, PAINT SILVER

PRE-FIN ALUM. FASCIA COLOR: ALUMINUM

WROUGHT IRON RAILINGS, PAINT BLACK

PRE-FIN ALUM. FASCIA AT BALCONIES



WALL SCONCE



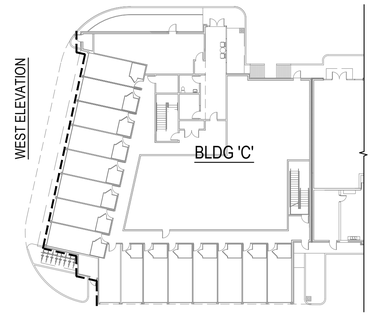
BRICK: ACME-COLOR: "ELDERWOOD"

METAL OVERHEAD DOOR BY "OVERHEAD OF PLANO" , STYLE: 'PLANKS' COLOR: 'BROWN AND SANDSTONE MIX'

MATERIAL TABULATIONS:
Total Elev. Surface = 5,075
Total Windows & Doors (30% Required) = 1,523
Total Windows & Doors (31.5% Provided) = 1,601
Total Elev (Minus Doors/Windows): 3,474 sq.ft.
2,501 sq.ft. Brick (72%)
417 sq.ft. 'Nichiha'(12%)
347 sq.ft. Stacked Stone (10%)
209 sq.ft. Accent Materials (6%)
-Metal Awnings
-Metal Coping

3' 9'
0'

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



Floor Plan Key
02 1" = 300'

PLAN NORTH

ANY MATERIALS OR METHODS CONTAINING OR USING ASBESTOS ARE PROHIBITED

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www.triunearchitecturepllc.com

Lakeshore Plaza Bldg. 'C'

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

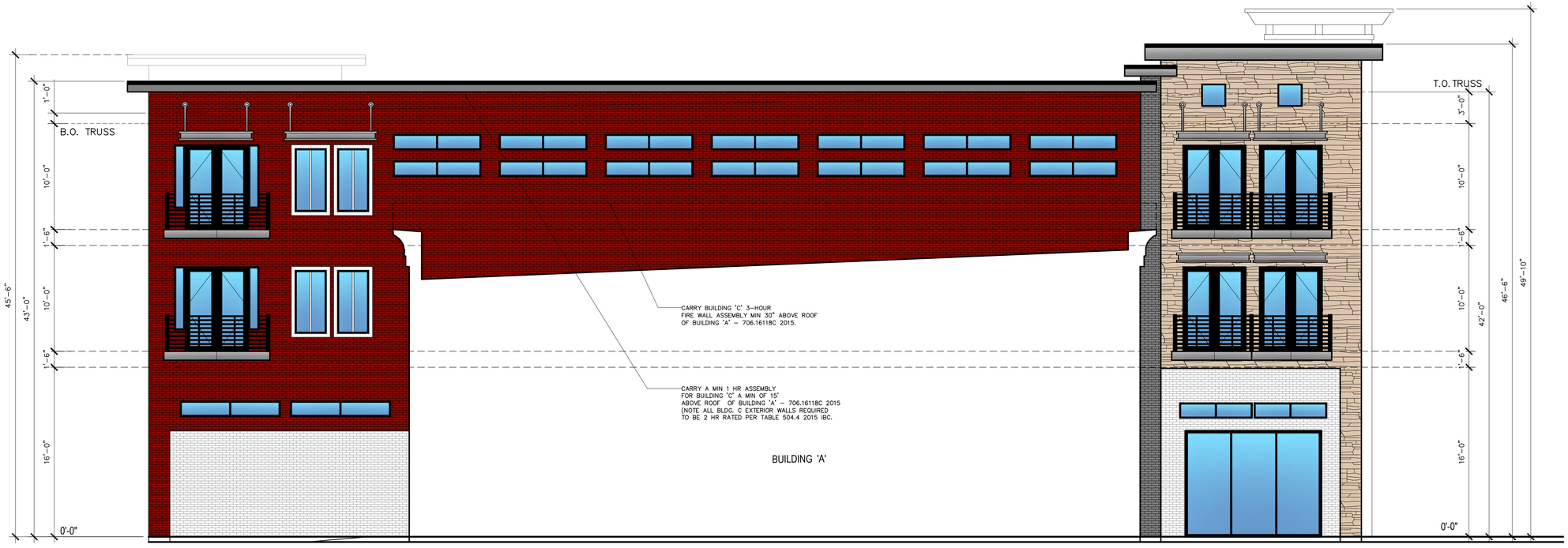
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Project #: 2003.00

EXTERIOR ELEVATION

A2.3

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

LEGEND* *RE SHEET A2.5 (MATERIAL SAMPLE BOARD FOR ADDTL. INFO)

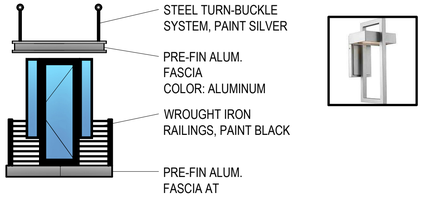
CORONADO STONE PRODUCTS: "ELEMNT LEDGESTONE-NORTHLAND"

BRICK PRODUCT: *MODULAR; COLOR: "ROXBURY"*

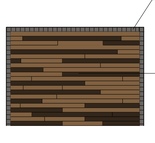
BRICK: ACME-COLOR: "ELDERWOOD"

'NICHIHA CEMENT-FIBER' PRODUCT: *VINTAGE WOOD SERIES: "CEDAR" (parallel pattern)*

CAST STONE SILL / COLOR: BEIGE

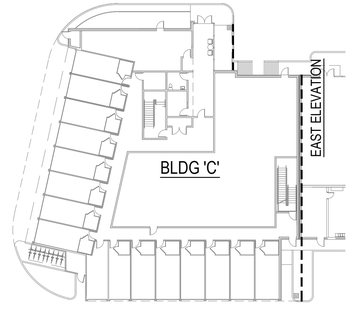


WALL SCONCE



MATERIAL TABULATIONS:
Total Elev. Surface = 2,660
Total Windows & Doors (30% Required) = 798 Total
Windows & Doors (30.2% Provided) = 802
Total Elev (Minus Doors/Windows): 1,858 sq.ft.
1,355 sq.ft. Brick (73%)
409 sq.ft. Stacked Stone (22%)
94 sq.ft. Accent Materials (5%)
-Metal Awnings
-Metal Coping

3' 9'
0'



Floor Plan Key
02 1" = 300'

PLAN NORTH

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

EXTERIOR ELEVATION

A2.4



CORONADO STONE
PRODUCTS:
"ELEMNT
LEDGESTONE-
NORTHLAND"



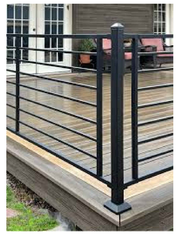
'NICHIHA
CEMENT-FIBER'
PRODUCT:
VINTAGE WOOD
SERIES: "CEDAR"
(parallel pattern)



ACME BRICK
PRODUCT:
MODULAR;
COLOR:
"ELDERWOOD"



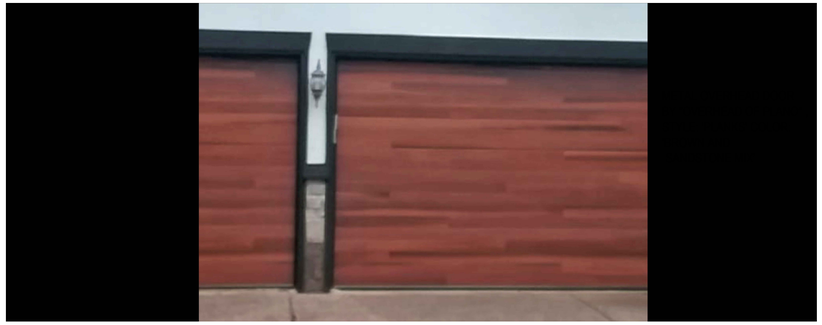
ACME BRICK
PRODUCT:
MODULAR;
COLOR:
"ROXBURY"



EXAMPLE:
BLACK WROUGHT
IRON RAIL AT
PATIOS



EXAMPLE:
ALUM. AWNING
W/ TIE-RODS





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

EXTERIOR
SAMPLE
BOARD +
RENDERING

A2.5



CORONADO STONE
PRODUCTS:
"ELEMNT
LEDGESTONE-
NORTHLAND"



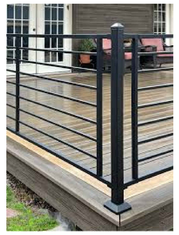
'NICHIHA
CEMENT-FIBER'
PRODUCT:
VINTAGE WOOD
SERIES: "CEDAR"
(parallel pattern)



ACME BRICK
PRODUCT:
MODULAR;
COLOR:
"ELDERWOOD"



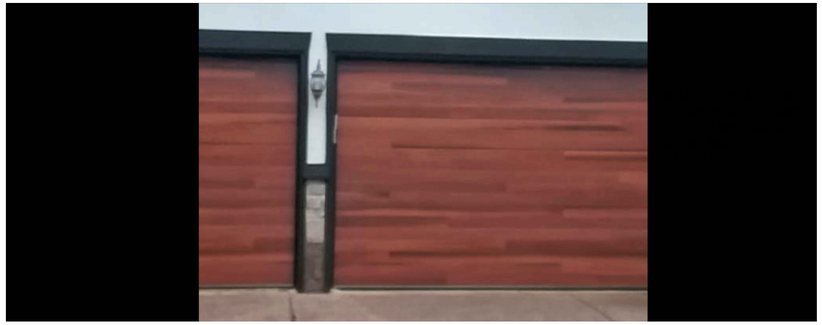
ACME BRICK
PRODUCT:
MODULAR;
COLOR:
"ROXBURY"



EXAMPLE:
BLACK WROUGHT
IRON RAIL AT
PATIOS



EXAMPLE:
ALUM. AWNING
W/ TIE-RODS





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

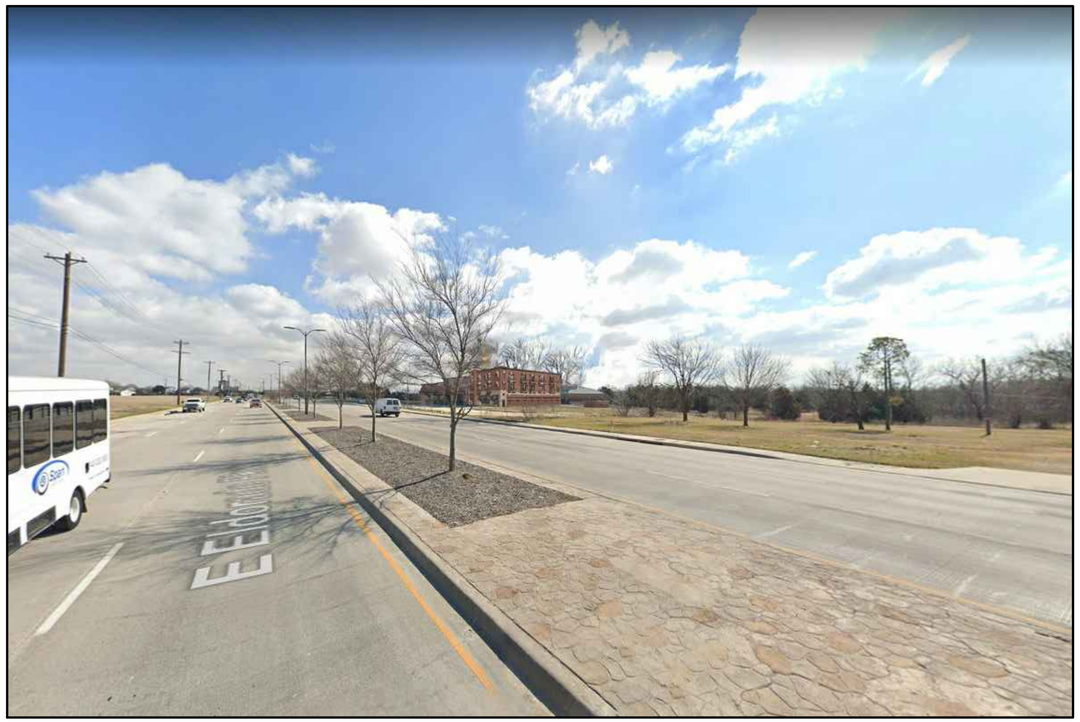
PRELIMINARY
NOT FOR
REGULATORY
APPROVAL OR
COPNSTRUCTION

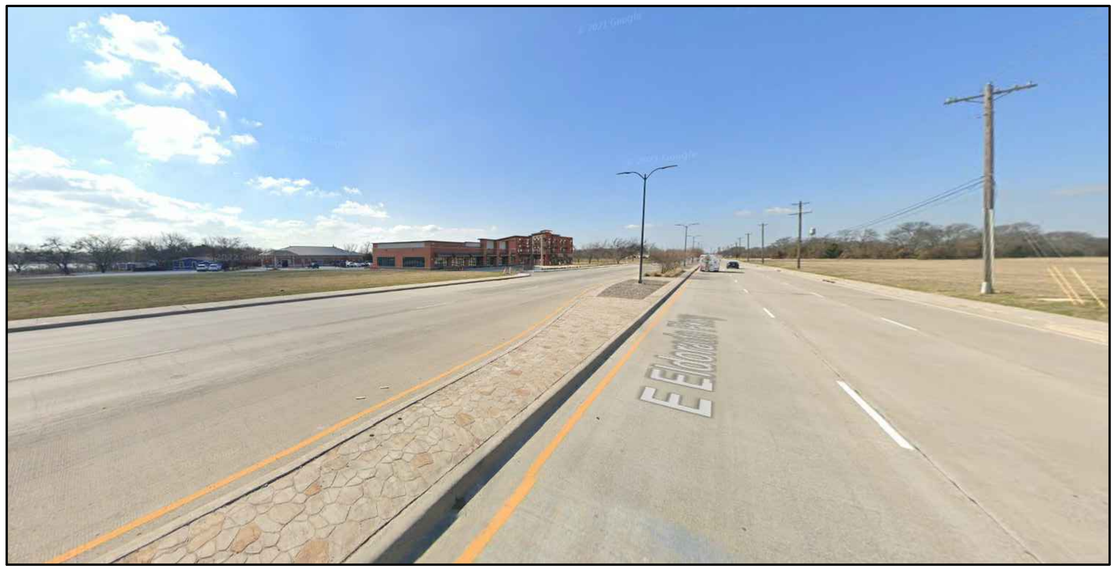
Project #: 2003.00

EXTERIOR
SAMPLE
BOARD +
RENDERING

A2.6







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

"DRIVE-BY"
RENDERINGS

A2.7

ANY MATERIALS OR METHODS
CONTAINING OR USING ASBESTOS
ARE PROHIBITED

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



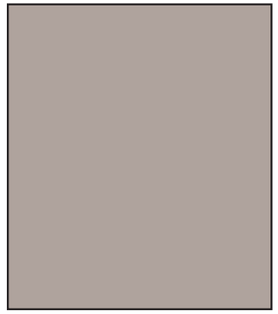
Heavy-Duty Dishwasher with 1-Hour Wash Cycle

Note: Subject to change based on availability

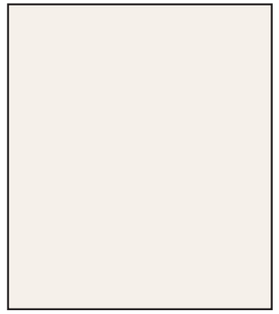
'LAKESHORE LOFT #1' - DARK MODERN CABINETS, INTRICATE COUNTER, WARM GRAYS

*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

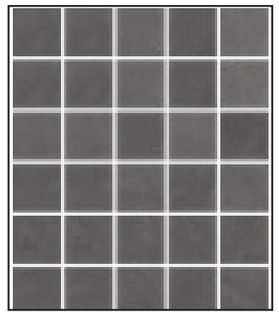
BATH



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

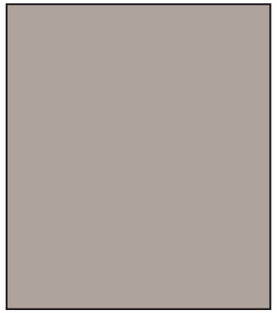


KITCHEN SINK
KOHLER VAULT
DUAL-MOUNT - STAINLESS

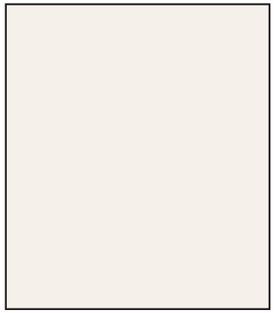
'LAKESHORE LOFT #2'- LIGHT MODERN CABINETS, LIGHT COUNTER, LIGHT/DARK CONTRASTS

*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



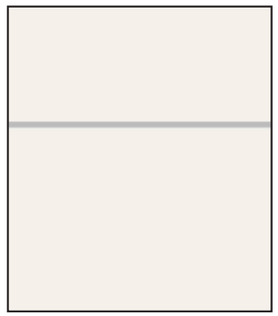
ISLAND ACCENT LIGHTING
KITCHLER 43853NI
10"W x 9.25" H BRUSHED NICKEL

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



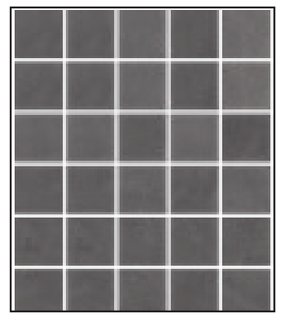
HARDWARE
#489-3 CKP BRAND
LINEAR - BLACK



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

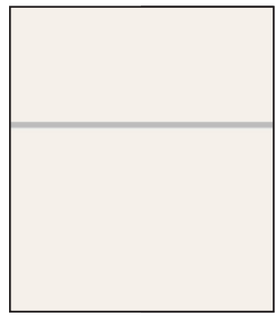


FRAMED MIRROR
QUIOZEL LOCKPORT
24X36 BRUSHED NICKEL



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

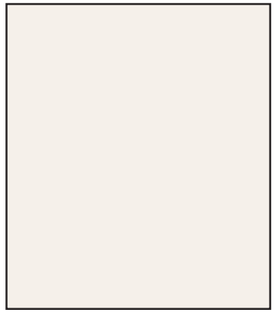


KITCHEN SINK
KOHLER VAULT
DUAL-MOUNT - STAINLESS

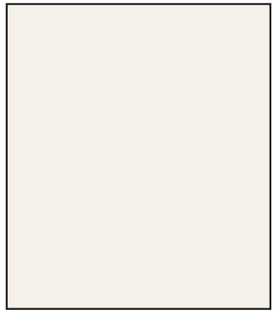
'LAKESHORE COTTAGE #1'- LIGHT CABINETS, LIGHT COUNTER, WHITE/BLACK CONTRASTS

***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

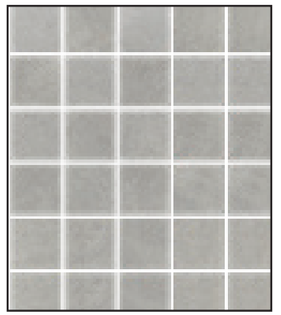


GRANITE COUNTERTOP
REPUBLIC ELITE
WHITE ROSE

BATH



WALL TILE
FLORIDA - STREAMLINE
ARCTIC MATTE - BRICK LAY



SHOWER FLOOR TILE
FLORIDA - EDGE MOSAIC
SILVER

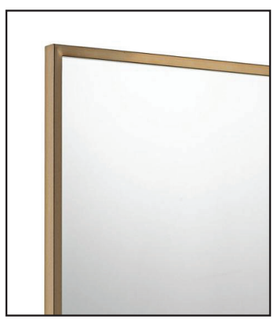


BATH FAUCET
DELTA TRINSIC
SINGLE HOLE - CHAMPAGNE



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



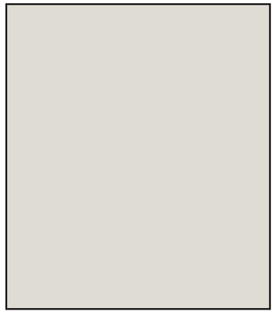
KITCHEN FAUCET
KOHLER SIMPLCE
SINGLE-HANDLE - BLACK



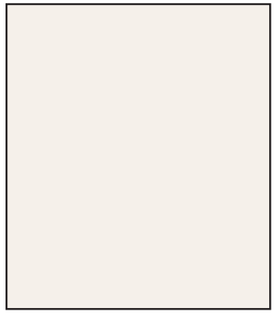
KITCHEN SINK
KOHLER VAULT
DUAL-MOUNT - STAINLESS

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

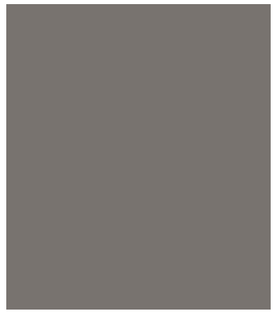
COLOR PALETTE



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



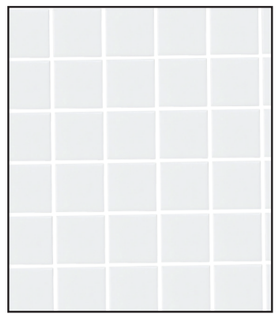
HARDWARE
#55277 AMEROCK PULL
BLACK BRONZE



GRANITE COUNTERTOP
REPUBLIC ELITE
WHITE ROSE



WALL TILE
ERGON TREND
GRAY-5X10



SHOWER FLOOR TILE
FLORIDA-MOSAIC ART
WHITE

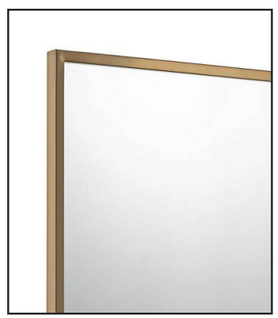


BATH FAUCET
DELTA TRINSIC
SINGLE HOLE - CHAMPAGNE



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

LUX GARAGE DOORS





Colors

TRUE WHITE (TW) ALMOND (AL) WICKER TAN (WK) SANDTONE (ST) TERRATONE (TT) DARK BROWN (DN)



GOLDEN OAK (OK)‡ WALNUT (NT)‡ MAHOGANY (MY)‡

Amarr steel doors are pre-painted; for custom colors, exterior latex paint must be used.

Visit **amarr.com** for instructions on painting. Actual paint colors may vary from samples shown.

‡ Price upcharge applies.


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

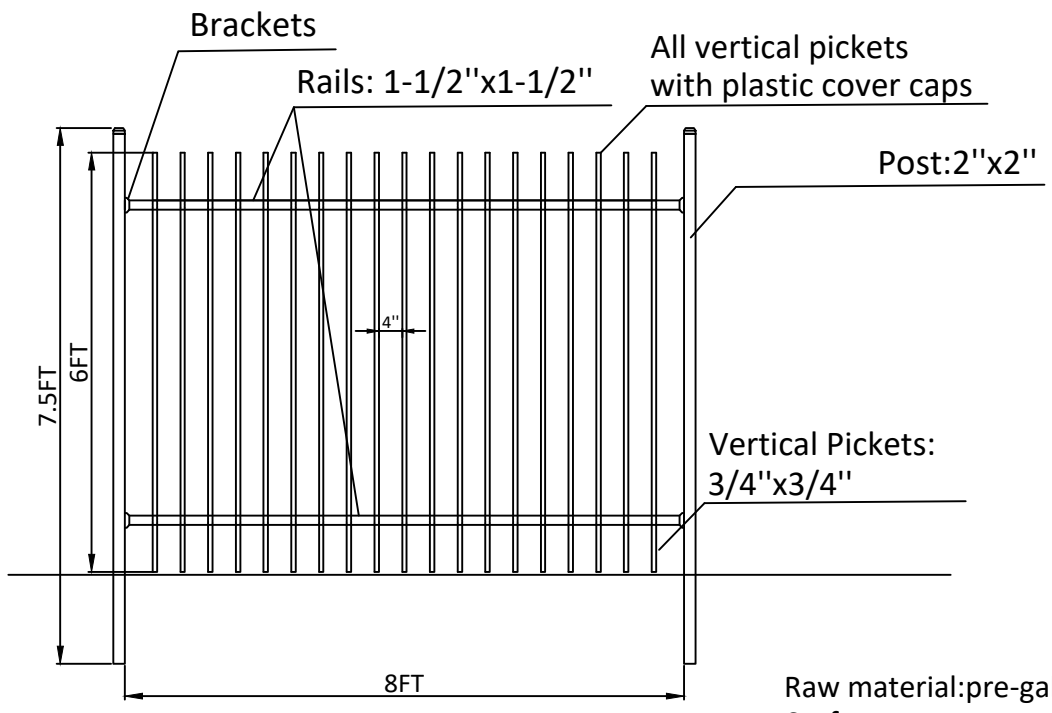
2022.10.31

温州吉奇游乐设备有限公司

WENZHOU JIQI AMUSEMENT EQUIPMENT CO.,LTD.



FENCE EXAMPLE AT
'BLDG A' MECH.
SCREENING



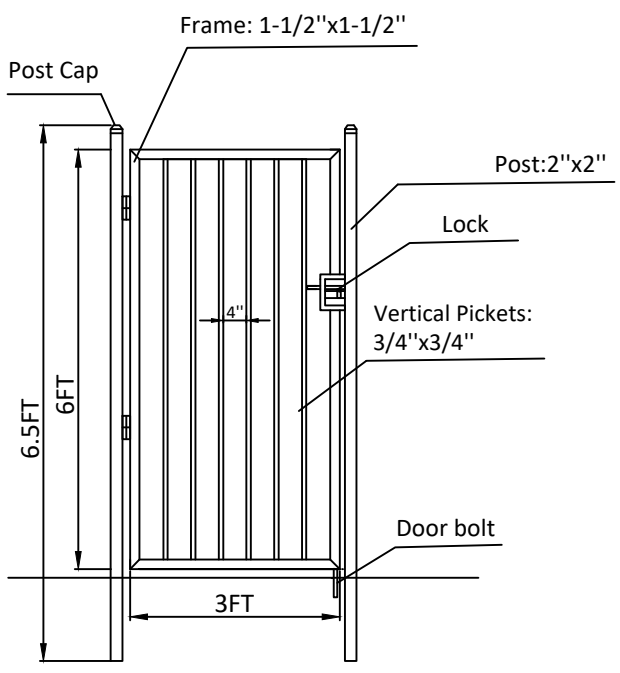
Raw material:pre-galvanized steel tube
Surface treatment:powder coated(black color)

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 — Hongye Metal	Date	20220822

Lakeshore Plaza
Shopping Dining Entertainment

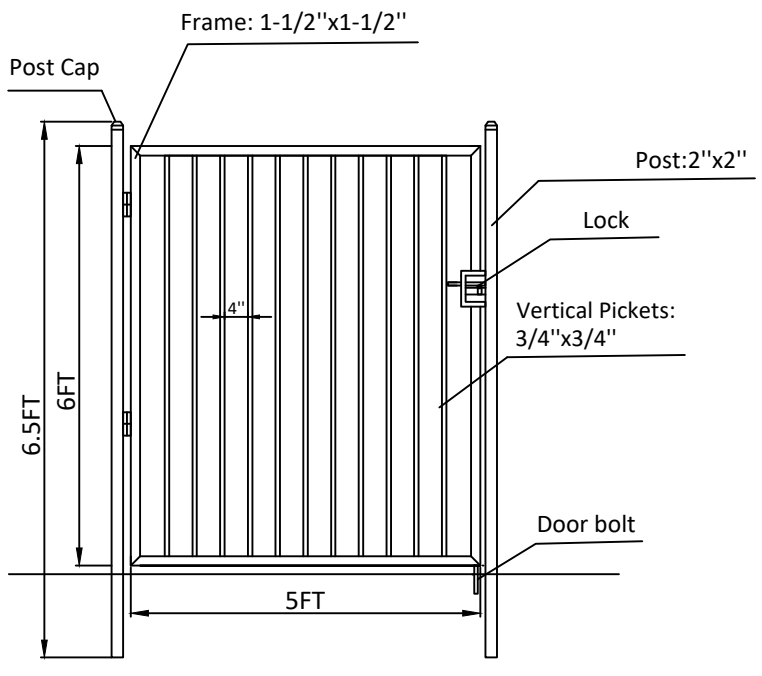
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REV	Date	Changed	By	Material	Client	Matt Shekari
01	n/a	n/a		Mass		
02						
03						
04						
05						
06				Status	Drawn By	Jack
07				Status By	Checked By	Winter
				DIN A3 / SCALE 1:1 — Hongye Metal	Date	20220822

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						
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EXHIBIT C

Additional Documents

CONDOMINIUM DECLARATION
OF
LAKESHORE PLAZA CONDOMINIUMS

This Condominium Declaration is made and established to be effective as of _____ ___, 2023, 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 _____ ___, 2023, 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 Sixteen 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, 206, 207, and 208 located on level 2 of the Building, Units 301, 302, 303, 304, 305, 306, 307, and 308 located on level 3 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, 206, 207, and 208, shall include all hallways that serve Units 201, 202, 203, 204, 205, 206, 207, and 208.

(2) The Limited Common Elements appurtenant to Units 301, 302, 303, 304, 305, 306, 307, and 308, shall include all hallways that serve Units 301, 302, 303, 304, 305, 307, and 308.

(3) 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.

Note: No more than four (4) residential units of the 16 total units can be owned by the same individual or entity.

(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.

(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 _____, 2023, 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 _____, 2023, by _____, its _____.

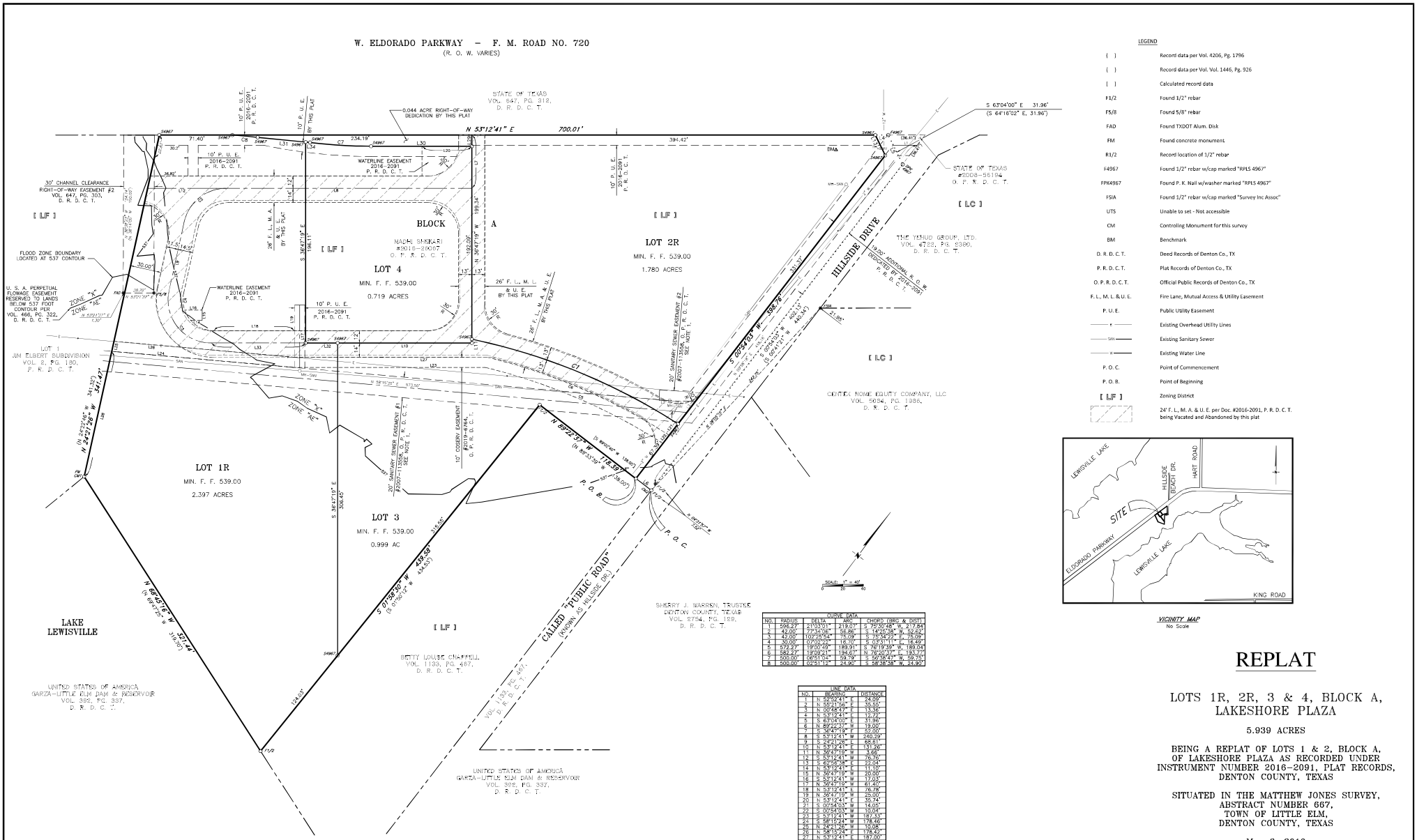
_____
Notary Public, State of Texas

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]



LEGEND

( )	Record data per Vol. 4206, Pg. 1796
( )	Record data per Vol. Vol. 1446, Pg. 926
[ ]	Calculated record data
F1/2	Found 1/2" rebar
F5/8	Found 5/8" rebar
FAD	Found TXDOT Alum. Disk
FM	Found concrete monument
R1/2	Record location of 1/2" rebar
F4967	Found 1/2" rebar w/cap marked "RPLS 4967"
FPK4967	Found P. K. Nail w/washer marked "RPLS 4967"
FSIA	Found 1/2" rebar w/cap marked "Survey Inc Assoc"
UTS	Unable to set - Not accessible
CM	Controling Monument for this survey
BM	Benchmark
D. R. D. C. T.	Deed Records of Denton Co., TX
P. R. D. C. T.	Plat Records of Denton Co., TX
O. P. R. D. C. T.	Official Public Records of Denton Co., TX
F. L., M. L. & U. E.	Fire Lane, Mutual Access & Utility Easement
P. U. E.	Public Utility Easement
	Existing Overhead Utility Lines
SAN	Existing Sanitary Sewer
W	Existing Water Line
P. O. C.	Point of Commencement
P. O. B.	Point of Beginning
[LF]	Zoning District
	24' F. L., M. A. & U. E. per Doc. #2016-2091, P. R. D. C. T. being Vacated and Abandoned by this plat

VICINITY MAP
No Scale

CURVE DATA					
NO.	RADIUS	DELTA	ARC	CHORD (BRG & DIST)	
1	596.27'	21°03'01"	219.07'	S 75°30'48" W, 217.84'	
2	42.00'	77°34'06"	56.86'	S 14°25'38" W, 52.65'	
3	42.00'	102°25'54"	75.09'	S 75°34'22" E, 75.09'	
4	500.00'	10°09'22"	177.40'	S 09°51'11" E, 176.49'	
5	572.27'	19°00'49"	189.91'	S 76°19'39" W, 189.04'	
6	582.27'	19°09'41"	194.67'	N 76°20'07" E, 193.77'	
7	500.00'	08°51'04"	59.79'	S 56°38'47" W, 59.75'	
8	500.00'	02°51'12"	24.90'	S 58°38'38" W, 24.90'	

LINE DATA		
NO.	BEARING	DISTANCE
1	N 52°52'41" E	24.09'
2	N 52°21'36" E	35.55'
3	N 09°48'47" E	13.36'
4	N 53°12'41" E	12.72'
5	S 63°04'00" E	31.96'
6	N 89°22'57" W	19.00'
7	S 36°47'19" E	52.00'
8	S 53°12'41" W	240.29'
9	S 24°21'06" E	68.81'
10	N 53°12'41" E	131.26'
11	N 36°47'19" W	3.66'
12	S 53°12'41" W	79.76'
13	S 62°56'38" E	22.04'
14	N 36°47'19" W	11.10'
15	N 36°47'19" W	20.00'
16	S 53°12'41" W	17.03'
17	N 36°47'19" W	61.40'
18	N 53°12'41" E	76.78'
19	N 36°47'19" W	25.00'
20	N 53°12'41" E	35.74'
21	S 00°54'03" W	14.05'
22	S 00°54'03" W	10.04'
23	S 53°12'41" W	187.33'
24	S 58°15'24" W	174.46'
25	N 24°21'06" E	10.08'
26	N 58°15'24" E	178.42'
27	N 53°12'41" E	187.00'
28	N 24°21'06" W	125.24'
29	S 36°47'26" E	10.91'
30	S 53°12'20" W	98.56'
31	S 58°44'15" W	47.10'
32	N 53°12'41" E	31.25'
33	S 53°12'41" W	97.50'
34	S 58°44'15" W	4.33'

BENCHMARK

A 1/2" rebar with a cap marked "CTRL PT RPLS 4967" found near the Northeast corner of the subject property.

Elevation: 544.56 (NAVD88 datum per GPS Static Observation resolved by OPUS)

REPLAT

LOTS 1R, 2R, 3 & 4, BLOCK A, LAKESHORE PLAZA

5.939 ACRES

BEING A REPLAT OF LOTS 1 & 2, BLOCK A, OF LAKESHORE PLAZA AS RECORDED UNDER INSTRUMENT NUMBER 2016-2091, PLAT RECORDS, DENTON COUNTY, TEXAS

SITUATED IN THE MATTHEW JONES SURVEY, ABSTRACT NUMBER 667, TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

May 3, 2019

DELTA LAND SURVEYING
P. O. Box 6105
Round Rock, Texas 78683
(512) 781-9800 www.DeltaLandSurveying.net
Firm No. TX 10194017 DE 5403
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OWNER'S CERTIFICATE:

State of Texas
County of Denton

WHEREAS, Mahdi Shekari, is the owner of existing Lot 1 (proposed Lot 1R, 3 & 4), Block A, Lakeshore Plaza according the map or plat thereof filed for record under Document Number 2016-2091 of the Official Public Records of Denton County, Texas and EARAJ LP, a Texas Limited Partnership is the owner of existing Lot 2 (proposed Lot 2R), Block A, Lakeshore Plaza according the map or plat thereof filed for record under Document Number 2016-2091 of the Official Public Records of Denton County, Texas as conveyed by a deed filed for record under Document Number 2016-110816 of the Official Public Records of Denton County, Texas. Said tract of land being more particularly described by metes and bounds as follows:

A tract of land situated within the Matthew Jones Survey, Abstract Number 667, Denton County Texas, and being Lots 1 and 2 in Block A of Lakeshore Plaza, a subdivision in Denton County, Texas according to the map of plat thereof filed for record under Document Number 2016-2091 of the Official Public Records of Denton County, Texas;

Commencing, for a tie, at a 1/2" rebar found for the Southeast corner of the aforementioned Lakeshore Plaza and the Northeast corner of a tract of land conveyed to Betty Louise Chappell by a deed filed for record in Volume 1133 at Page 467, Deed Records of Denton County, Texas;

Thence N 89°22'37" W, 19.00 feet to a 1/2" rebar found for the Southeast corner of said Lot 1 and the Point of Beginning of the tract of land herein described;

Thence N 89°22'37" W, along the common boundary line of the aforementioned Lot 1 and the above-mentioned Chappell tract, 118.39 feet to a 1/2" rebar found for a common corner;

Thence S 01°58'30" W, continuing along the common boundary line of said Lot 1 and the Chappell tract, 439.88 feet to a 1/2" rebar found for their common corner on a Northeasterly boundary of a tract of land conveyed to United States of America by a deed filed for record in Volume 392 at Page 337 of the Deed Records of Denton County, Texas;

Thence N 68°46'16" W, along the common boundary line of said Lot 1 and the aforementioned United States of America tract, 321.44 feet to a concrete monument found for a common corner and the Southeast corner of Lot 1 of the Jim Elbert Subdivision, a subdivision in Denton County, Texas according to the map or plat thereof filed for record in Volume 2 at Page 180 of the Plat Records of Denton County, Texas;

Thence N 24°21'26" W, along the common boundary line of Lot 1, Block A, Lakeshore Plaza and the aforementioned Lot 1, Jim Elbert Subdivision, 341.47 feet to a 1/2" rebar with a cap marked "RPLS 4967" found, on the Southeasterly right-of-way line of W. El Dorado Parkway - F. M. Road No. 720, for their common North corner;

Thence N 53°17'41" E, along the aforementioned Southeasterly right-of-way line, 700.01 feet to a 1/2" rebar found, for the Northwest corner of Lot 2 in Block A of Lakeshore Plaza, at the intersection of said Southeasterly right-of-way and the Westerly right-of-way line of Hillside Drive;

Thence S 62°46'38" E, along the aforementioned Westerly right-of-way line, 22.04 feet to a 1/2" rebar with a cap marked "RPLS 4967" for a corner of Lot 2;

Thence S 00°54'03" W, continuing along the aforementioned Westerly right-of-way line, 331.37 feet to the Point of Beginning.

Said tract of land containing 258,702 square feet or 5.939 acres.

OWNER'S DEDICATION:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Mahdi Shekari, Owner of existing Lot 1 (proposed Lot 1R, 3 & 4), Block A, Lakeshore Plaza and EARAJ LP, (Behzad Jafari, Member of XMPK, LLC, a Texas limited liability company, its General Partner of EARAJ LP) Owner of existing Lot 2 (proposed Lot 2R), Block A, Lakeshore Plaza, do hereby adopt this plat, designating the herein described property as REPLAT OF LOTS 1 AND 2, BLOCK A, LAKESHORE PLAZA, an addition to the City of Little Elm, Denton County, Texas, and does hereby dedicate, in fee simple, to the public use forever any streets and alleys shown thereon; and does hereby dedicate the easement strips shown on the plat for mutual use and accommodation of all public utilities desiring to use or using same. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the easements as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same. All, and any public utility shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right of ingress and egress to or from and upon the said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone.

WITNESS, my hand this the _____ day of _____, 2019.

BY: _____
Mahdi Shekari - Owner Lot 1, Block A, Lakeshore Plaza

BY: _____
Behzad Jafari, for EARAJ LP - Owner of Lot 2, Block A, Lakeshore Plaza

ACKNOWLEDGMENT:

State of Texas
County of _____

Before me, the undersigned, a Notary Public in and for said County and State on this day appears Martin Shekari, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office, this the _____ day of _____, 2019.

_____
Notary Public in and for the State of Texas

ACKNOWLEDGMENT:

State of Texas
County of _____

Before me, the undersigned, a Notary Public in and for said County and State on this day appears Behzad Jafari, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office, this the _____ day of _____, 2019.

_____
Notary Public in and for the State of Texas

SUBDIVISION SUMMARY

Lot 1R:	2.397 Acres
Lot 2R:	1.780 Acres
Lot 3:	0.999 Acres
Lot 4:	0.719 Acres
Right-of-way Dedication	0.044 Acres
Total Subdivision:	5.939 Acres

SURVEYOR'S STATEMENT:

I, Larry W. Busby, a Registered Professional Land Surveyor, licensed by the State of Texas, affirm that this subdivision plat was prepared under my direct supervision, from recorded documentation, evidence collected on the ground during field operations and other reliable documentation and this plat meets the standards set by the Texas Board of Professional Land Surveying and the City of Little Elm subdivision regulations.

Dated this the _____ day of _____, 2019.

_____
Larry W. Busby
TX RPLS No. 4967

ACKNOWLEDGMENT:

State of Texas
County of Williamson

Before me, the undersigned, a Notary Public in and for said County and State on this day appears Larry W. Busby, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office, this the _____ day of _____, 2019.

_____
Notary Public in and for the State of Texas

GENERAL NOTES:

1. The property subdivided herein is subject to restrictive covenants of record as filed in Volume 466 at Page 322 of the Deed Records of Denton County, Texas.
2. The property subdivided herein may be subject to undefinalbe easements to Denton County Electric Cooperative, Inc. as filed for record in Volume 401 at Page 390; Volume 403 at Page 246 and Volume 403 as Page 298 of the Deed Records of Denton County, Texas.
3. All lots shown hereon comply with the minimum size requirements of the zoning district.
4. Notice: selling a portion of this addition by metes and bounds is a violation of Town Subdivision Ordinance and State Platting Statues and is subject to fines and withholding of utilities and building permits.
5. This plat does not alter or remove any existing deed restriction, if any, on this property.
6. With reference to my copy of the Federal Emergency Management Agency Flood Insurance Rate Map for Denton County, Texas, Community Panel No. 48121C0420G, Revised on April 18, 2011, the subject property's scaled location lies within Flood Zone "AE", which is designated a 100 year Special Flood Hazard Area. The above map may not include all Special Flood Hazard Areas and after a more detailed study the Special Flood Hazard Areas may be modified and other areas added. Localized flooding may occur someday due to changes in adjacent drainage patterns.
7. Minimum finished floor elevations are at least 2 feet above the 100 year flood plain.
8. The purpose of this subdivision plat is to increase the fire lane width to 26 feet.
9. All corners will be monumented with a 1/2" rebar with a cap marked "RPLS 4967", unless otherwise noted.
10. Coordinates shown hereon are grid coordinates on the Texas State Plane Coordinate System, North Central Zone, North American Datum of 1983, scaled at origin point 0, 0. To obtain gourn coordinates multiply the values by a combined grid factor of 1.00014399.
11. The basis of bearings for this subdivision plat is a record bearing of N 84°38'50" E between control monuments 1 and 2 (CM1 & CM2) as established by the description of Tract 2 in a deed filed for record in Volume 1446 at Page 926 of the Deed Records of Denton County, Texas.
12. This property may be subject to charges related to impact fees and the applicant should contact the Town regarding any applicable fees due.
13. All common areas will be owned and maintained by the HOA/POA.

OWNER: Exsiting Lot 1 (Proposed Lot 1R, 3 & 4)

Mahdi Shekari
3899 Adams Lane
Frisco, Texas 75034
(972) 339-2943

OWNER: Existing Lot 2 (Proposed Lot 2R)

EARAJ LP
c/o Behzad Jafari
5522 Burkett Drive
Frisco, Texas 75034

SURVEYOR:

Larry W. Busby
Delta Land Surveying
PO Box 6105
Round Rock, Texas 78683
(512) 781-9800

APPROVAL:

Approved by the Town of Little Elm, Texas this _____ day of _____, 2019.

_____
Town Official

Attest:

_____
Town Secretary

THIS PLAT FILED IN: _____

REPLAT

LOTS 1R, 2R, 3 & 4, BLOCK A, LAKESHORE PLAZA

5.939 ACRES

BEING A REPLAT OF LOTS 1 & 2, BLOCK A, OF LAKESHORE PLAZA AS RECORDED UNDER INSTRUMENT NUMBER 2016-2091, PLAT RECORDS, DENTON COUNTY, TEXAS

SITUATED IN THE MATTHEW JONES SURVEY, ABSTRACT NUMBER 667, TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

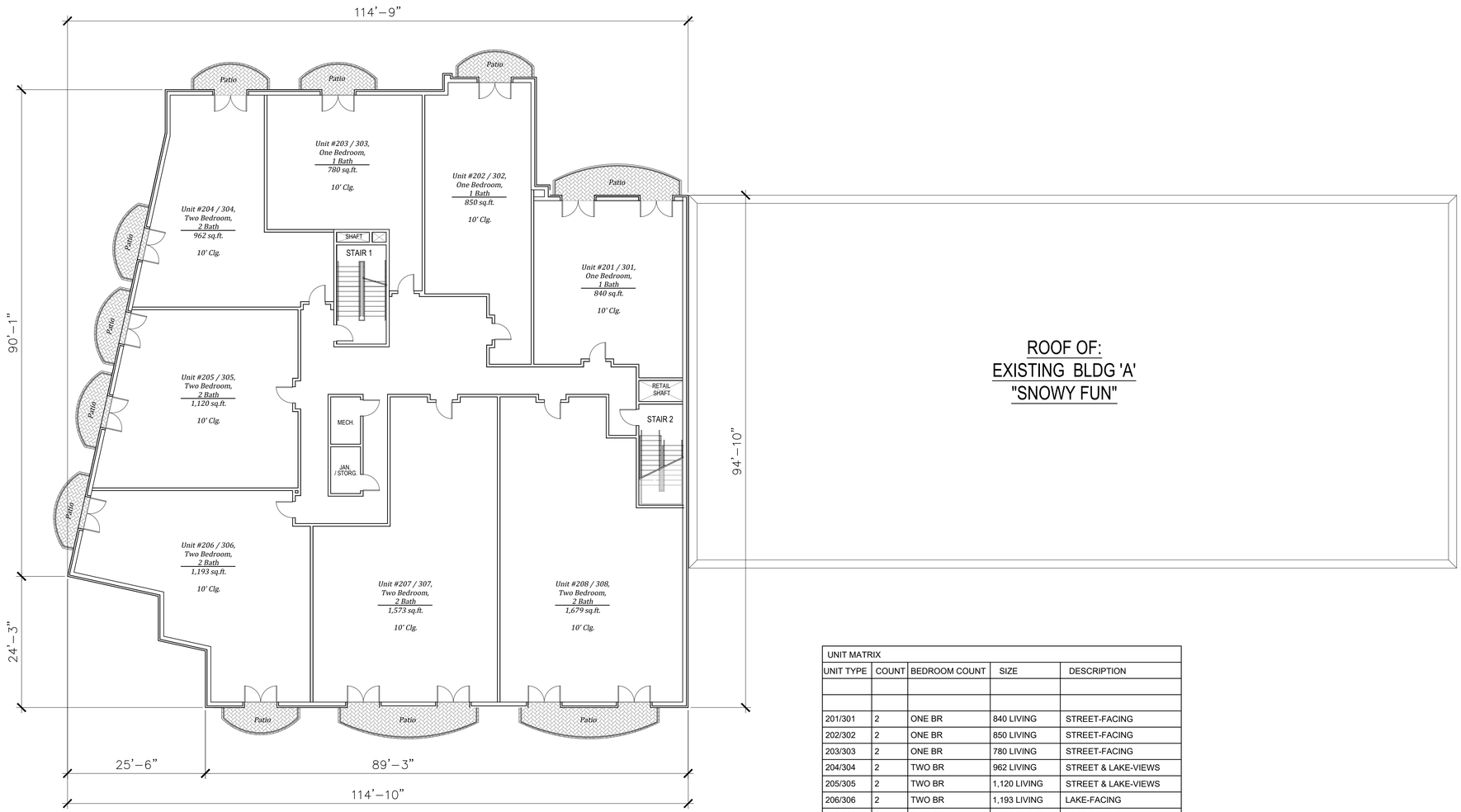
May 3, 2019

DELTA LAND SURVEYING
P. O. Box 6105
Round Rock, Texas 78683
(512) 781-9800 www.DeltaLandSurveying.net
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EXHIBIT B

MAP

[TO BE ATTACHED PRIOR TO RECORDING]



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. = 11,259 (NOT INCLUDING PATIOS)

3' 9'
0'

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

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

ANY MATERIALS OR METHODS
CONTAINING OR USING ASBESTOS
ARE PROHIBITED

EXHIBIT C

ALLOCATED INTERESTS

UNIT #	Square Footage	Allocated Interest
201	840	4.6%
202	850	4.7%
203	780	4.3%
204	962	5.3 %
205	1120	6.2 %
206	1193	6.6 %
207	1573	8.7 %
208	1679	9.3%
301	840	4.6%
302	850	4.7%
303	780	4.3%
304	962	5.3%
305	1120	6.2%
306	1193	6.6%
307	1573	8.7%
308	1679	9.3%
Total Square Footage	17,994	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 _____, 2023 (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 _____ ____, 2023, under Instrument No. 2023-_____, 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 _____, 2023, 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 _____, 2023, by _____, its _____.

_____
Notary Public, State of Texas

Exhibit A

Depiction of Easement Area

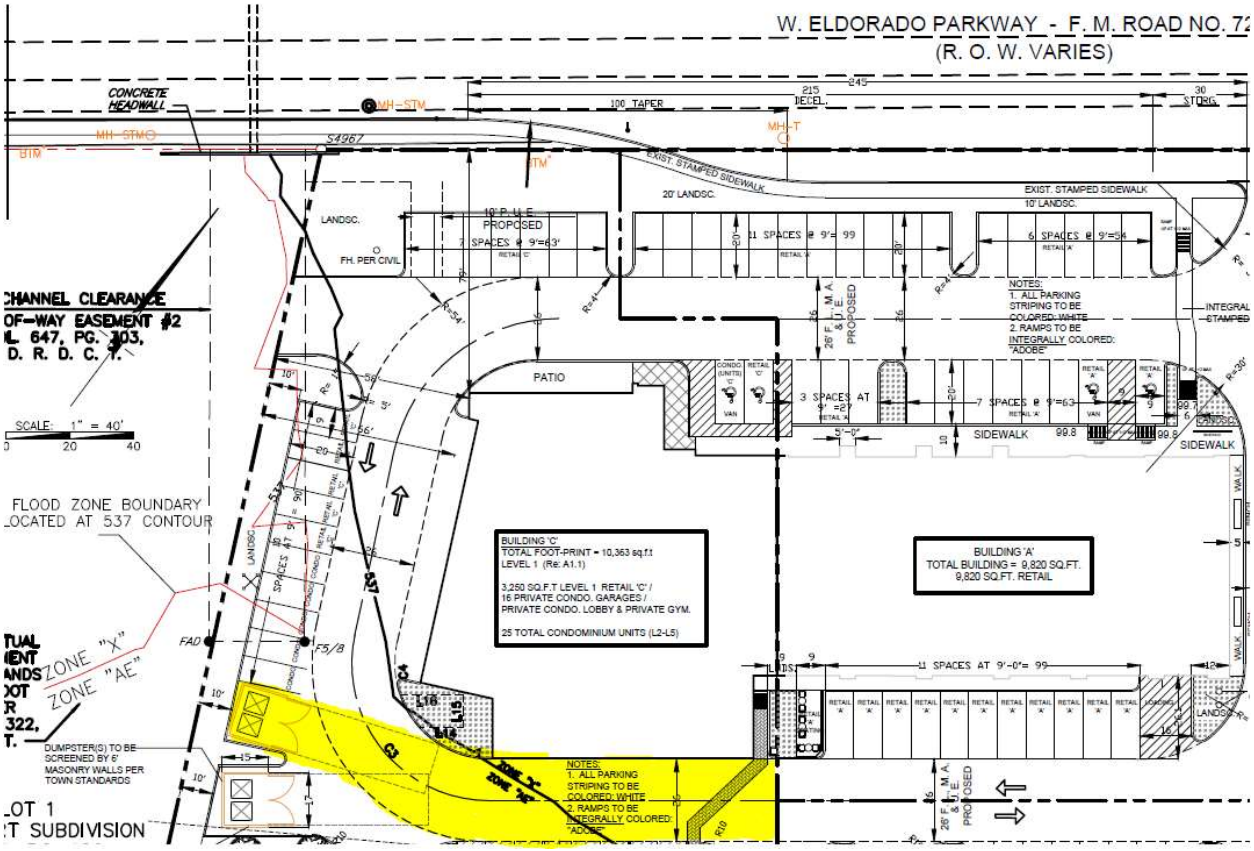


Exhibit B

Depiction of Dumpster Area

