STATE OF TEXAS	§	DEVELOPMENT AGREEMENT
	§	FOR 3P ELM & HVA 3P PD
COUNTY OF DENTON	8	

This Development Agreement for 3P Elm and HVA 3P Planned Development ("<u>Agreement</u>") is entered into between 3P Little Elm LLC ("<u>Developer</u>"), whose address for purposes of this Agreement is 3641 Hamilton Heights Ave, Frisco TX 75034, and the Town of Little Elm, Texas ("<u>Town</u>"), 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 "<u>Parties</u>" and individually as a "<u>Party</u>."

#### **Recitals:**

- 1. Developer is the owner of two properties totaling 3.701 acres, generally located at 1729 and 2091 East Eldorado Parkway, on the north side of Eldorado Parkway, in the Town of Little Elm, Texas (the "<u>Property</u>"), which Property is more particularly described in <u>Exhibit A</u> 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.** <u>Incorporation of Premises</u>. 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 ("<u>Effective Date</u>"). 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 ("<u>Term</u>").

#### **Section 3. Agreements.** The Parties agree as follows:

- A. The negotiated and agreed upon zoning and development standards contained in the 3P Elm and HVA 3P 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. <u>Miscellaneous</u>.

- **A.** <u>Applicability of Town Ordinances</u>. 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.** <u>Default/Mediation</u>. 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.** <u>Venue</u>. 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.
- **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.** <u>Exhibits</u>. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.
- **H.** <u>Surviving Rights</u>. 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.** <u>Applicable Laws</u>. 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.** <u>Amendments</u>. This Agreement may be only amended or altered by written instrument signed by the Parties.
- **L.** <u>Headings</u>. 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. <u>Entire Agreement</u>. 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. <u>Filing in Deed Records</u>. 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. <u>Notification of Sale or Transfer; Assignment of Agreement</u>. 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 "<u>Assignee</u>") 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.** <u>Sovereign Immunity</u>. 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.** <u>Waiver of Texas Government Code § 3000.001 et seq.</u> 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.
- **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 120<sup>th</sup> day after the date the Town notifies Developer of the violation.
- **V.** <u>Non-Boycott of Israel Provision.</u> 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. <u>Prohibition on Contracts with Certain Companies Provision.</u> 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, 87<sup>th</sup> Tex. Reg. Session (2021) (effective September 1, 2021). [For Chapter 380 Agreements]
- Y. <u>Verification Against Discrimination of Firearm or Ammunition Industries.</u> Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87<sup>th</sup> 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.** <u>Verification Against Discrimination Developer Does Not Boycott Energy Companies.</u> Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87<sup>th</sup> 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	TOWN OF LITTLE ELM, TEXAS
a company	
By:	By: Matt Mueller Town Manager
Date:	Date:
	ATTEST:
	By:
	Caitlan Biggs
	Town Secretary

Z. <u>Verification Against Discrimination Developer Does Not Boycott Energy</u> Companies. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87<sup>th</sup> 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 <u>てたょみら</u> company	TOWN OF LITTLE ELM, TEXAS
By: & Wheth pond	By: Matt Mueller Town Manager
Date: 10/11/23	Date:
	ATTEST:
	By:Caitlan Biggs Town Secretary

STATE OF TEXAS	§ §	
COUNTY OF DENTON	§ §	
personally appeared MATT known to me to be the per	MUELLER, To	by, on this day of, 2023, own Manager of the Town of Little Elm, Texas, he is subscribed to the foregoing instrument and same for the purposes and consideration therein
[Seal]		By:
		My Commission Expires:
STATE OF TEXAS	<b>§</b>	
COUNTY OF	§ §	
personally appeared subscribed to the foregoing i	instrument and a	y, on this day of, 2023,, known to me to be the person whose name is cknowledged to me that he executed the same for ressed and in the capacity of a duly authorized
[Seal]		By:Notary Public, State of Texas
		My Commission Expires:

STATE OF TEXAS §	
STATE OF TEXAS §  S COUNTY OF DENTON §	
personally appeared MATT MUELLER, I known to me to be the person whose na	rity, on this day of, 2023, Town Manager of the Town of Little Elm, Texas, me is subscribed to the foregoing instrument and e same for the purposes and consideration therein
[Seal]	By: Notary Public, State of Texas
	My Commission Expires:
personally appeared Lokesh ReaseO subscribed to the foregoing instrument and	rity, on this 11 day of October, 2023,, known to me to be the person whose name is acknowledged to me that he executed the same for appressed and in the capacity of a duly authorized and the capacity of a duly authorized by:
J JASON CLENDANIEL NOTARY PUBLIC STATE OF TEXAS ID # 13412345-6 My Comm. Expires 01-03-2027	My Commission Expires: 1 - 3 - 27

### EXHIBIT A

Property Description

#### **EXHIBIT A**

#### Property Description - 1729 East Eldorado Parkway

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,

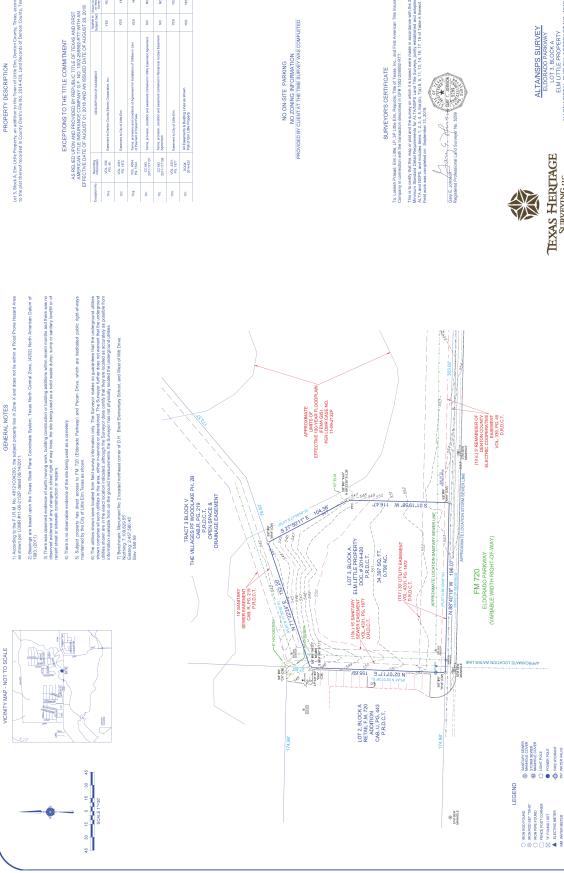
THENCE over and across said Lot 3, Block A the following courses and distance as follow:

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.



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.

Exception No.	Information	DESCRIPTION OF EASEMENT	Subject tract	Survey Plat
10 e.	VOL. 339, PG. 45	Experient to Derton County Electric Cooperative, Inc.,	YES	SIL.
101	VOL. 4351, 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 URRes in Lieu of Prymers of trypact free.	YES	Q
101	OC NO. 2017:117107	Terms, provision, condition and easement contained in URBy Easement.	2	2
101	CC NO. 2017-117108	Terms, provision, condition and easement contained in Reciprocal Access Easement Agreement.	2	2
10 K	VOL. 4331. PG. 1877	Exement to City of Little E.Im.	YES	YES
101	DOC# 2014-420	All Easements & Building Lines as shown Plat of Em Little Property	SJA	YES

# SURVEYOR'S CERTIFICATE

This is to certify that this map of part of the suvery owhich it is backed were make in accordance with the 270f This supervised Detail Requirements for ALTANESS Land Title Shawes, John petablished and adopted by ALT and NSES, and includes them: 1, 2, 4, 5, (6)(9); 7(9) 8, 9, 11, 13, 14, 16, 17, 19 of Table A thereof The And Andrew was completed on: September 1, 2, 2018.



ALTA/NSPS SURVEY

LOT 3. BLOCK A
ELM UTILE PROPERTY
ALLEN VESTAL SURVEY, ABSTRACT NO. 1312
A.W. ROBERTSON SURVEY, ABSTRACT NO. 1134
CITY OF LITTLE ELM, DENTON COUNTY, TEXAS

10610 Metric Drive, Suite 124, Dallas, TX 75243 Office 214;340-9700 Fax 214;340-9710 Ethneriage.com Firm #10169300

#### Exhibit A

#### Property Location - 2091 E Eldorado Pkwy

WHEREAS, **3P LITTLE ELM, LLC**, is the owner of a 2.91 acre tract of land out of the A.W. ROBERTSON SURVEY, ABSTRACT NUMBER 1134 and the ALLEN VISTAL SURVEY, ABSTRACT NUMBER 1312, situated in the Town of Little Elm, Denton County, Texas, being a part of Lot 2, Block A of Elm Little Property, an addition to the Town of Little Elm, Texas, recorded in Document No. 2014-420 of the Plat Records of Denton County, Texas, being that same 2,911 acre tract of land conveyed to 3P Little Elm, LLC by Special Warranty Deed of record in Document No. 2018-123296 of the Official Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING**, at a 5/8 Inch Iron rod with red plastic cap stamped "KHA" found in the North right-of-way line of Farm to Market Road 720 (120 foot public right-of-way), being the Southeast corner of Lot 1, Block A of said Elm Little Property, also being the Southwest corner of said Lot 2, said 2,911 acre tract and hereof;

**THENCE**, leaving the North right-of-way line of Farm to Market Road 720, along the East line of sald Lot 1 and the common West line of sald Lot 2 and sald 2.911 acre tract, the following three (3) Courses and distances:

- 1. N01°14'26"E, a distance of 125.81 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" found;
- 2. N35°29'32"E, a distance of 131.38 feet to a 5/8 Inch Iron rod with red plastic cap stamped "KHA" found;
- 3. S88°27'18"E, a distance of 93.51 feet to a 1/2 inch iron rod with yellow plastic cap stamped "TXHS" found at the Southwest corner of a called 1.782 acre tract of land conveyed to The LPT Group, LLC by deed of record in Document No. 2017-117106 of said Official Public Records;

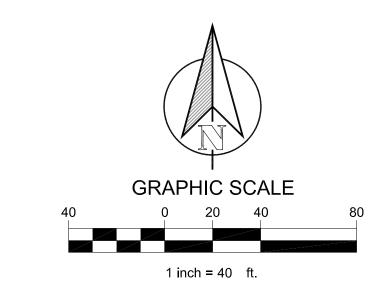
**THENCE**, leaving the East line of said Lot 1, along the common line of said 2.911 acre tract and said 1.782 acre tract, over and across said Lot 2, the following five (5) courses and distances:

- 1. S88°41'57"E, a distance of 112.51 feet to an X-cut in concrete set;
- 2. S01°18'03"W, a distance of 34.10 feet to an X-cut in concrete set;
- 3. S88°41'57"E, a distance of 263.09 feet to an X-cut in concrete set;
- 4. S48°28'47"E, a distance of 49.97 feet to an X-cut in concrete set;
- 5. S88°41'57"E, a distance of 34.74 feet to an X-cut in concrete set in the West right-of-way line of Pecan Drive (60 foot public right-of-way), being the East line of said Lot 2, also being the Southeast corner of said 1.782 acre tract, also being the Northeast corner of said 2.911 acre tract and hereof;

**THENCE**, S01°15'27"W, along the West right-of-way line of Pecan Drive, being the East line of said Lot 2 and said 2.911 acre tract, a distance of 143.50 feet to a 1/2 inch iron rod with yellow plastic cap stamped "TXHS" found at the North end of a cut-back line at the intersection of Pecan Drive and the North right-of-way line of Farm to Market Road 720;

THENCE, S46°34'26"W, along sald cut-back line, being the East line of sald Lot 2 and sald 2.911 acre tract, a distance of 34.88 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" found at the South end of sald cut-back line, being the Southeast corner of sald Lot 2, sald 2.911 acre tract and hereof:

**THENCE**, N88°40'01"W, along the North right-of-way line of Farm to Market Road 720, being the South line of said Lot 2 and said 2.911 acre tract, a distance of 591.02 feet to the **POINT OF BEGINNING** and containing an area of 2.91 Acres, or (126,801 Square Feet) of land, more or less.



TIVE 100-YEAR FLOODPLAIN (FEMA GIS) PER LOMR CASE NO. 11-06-2132P PROP. ELEC ¬ (10 j.) 24' FIRE LANE, MUTUAL ACCESS,¬ S 88°40884 112 51.64' S 88°44088 E 112 51.64' — EX. IRRI. METER PROPOSED GUARD RAIL -PER TXDOT DETAIL "TYPE T631" EX. CONCRETE DRIVEWA PECAN DRIV EX. POWER POLE -EX. POWER POLE SIDEWALK EX. CURB INLET TO REMAIN ELDORADO PARKWAY (VARIABLE WIDTH RIGHT-OF-WAY) This image is for reference purposes only and is not intended to reflect any site development standards.

EXHIBIT B
3P Elm and HVA 3P PD Ordinance

## TOWN OF LITTLE ELM ORDINANCE NO. 1736

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, AS AMENDED BY ORDINANCE NO. 1696, IN ORDER TO INCORPORATE AN ADDITIONAL 2.911 ACRES OF LAND, GENERALLY LOCATED AT 2091 EAST ELDORADO PARKWAY, ADOPT NEW DEVELOPMENT PLANS, AND MODIFIED DEVELOPMENT STANDARDS; 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, as amended by Ordinance No. 1696, with modified development standards on approximately 3.701 acres of land, adopting new site plan and development plans specific to 2091 East Eldorado Parkway, more specifically described in the exhibits, attached hereto; and

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

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

**WHEREAS**, at its regular meeting held on September 21, 2023 the Planning & Zoning Commission considered and made recommendations on Case No. PD-23-01297; 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, as amended by Ordinance No. 1696, incorporating additional 2.911 acres of land, generally located at 2091 East Eldorado Parkway, and adopting development plans and modified development standards specific to such land, for proposed new commercial development. This Ordinance includes two properties, totaling 3.701 acres of land generally located at 1729 and 20921 East Eldorado Parkway, on the north side of Eldorado Parkway, within Little Elm Town limits, 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 for both properties 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, individual to each property as listed below, which are otherwise captured within the development plans for each property, as depicted within **Exhibit B** attached hereto:

- **1.** 1729 East Eldorado Parkway
  - 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

#### 2. 2091 East Eldorado Parkway

- a. parking spaces allowed at nine feet in width by 20 feet in length
- **b.** Foundation Planting Requirement is met through provision of increased landscape area and inclusion of a pedestrian seating area within the site. Required landscape area shall be raised from 10% of the vehicle use area to 15%.

**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

Case No. PD-23-01297/3P ELM & HVA 3P PD

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 17<sup>th</sup> day of October, 2023.

	Town of Little Elm, Texas
	Curtis Cornelious, Mayor
ATTEST:	
Caitlan Biggs, Town Secretary	

#### **EXHIBIT A**

#### Property Description - 1729 East Eldorado Parkway

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,

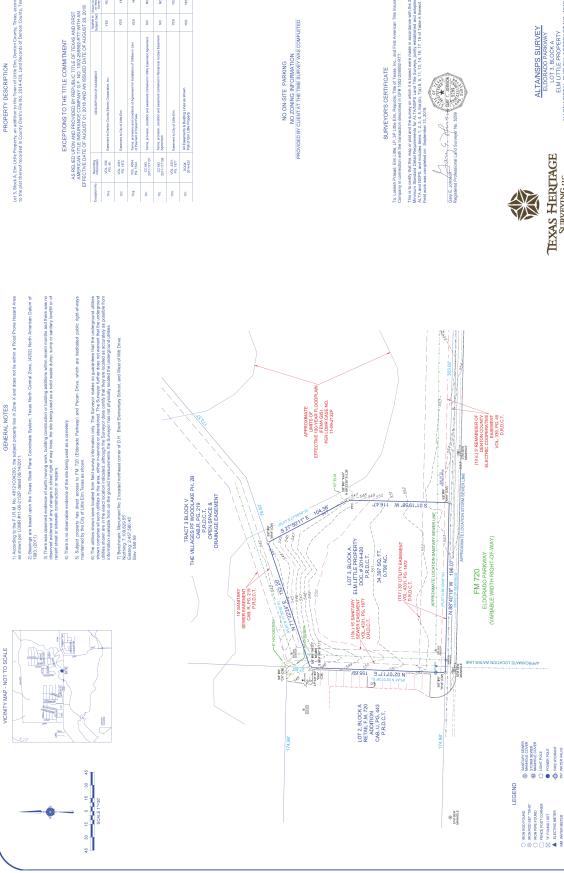
THENCE over and across said Lot 3, Block A the following courses and distance as follow:

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.



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.

Exception No.	Information	DESCRIPTION OF EASEMENT	Subject tract	Survey Plat
10 e.	VOL. 339, PG. 45	Experient to Derton County Electric Cooperative, Inc.,	YES	SIL.
101	VOL. 4351, 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 URRes in Lieu of Prymers of trypact free.	YES	Q
101	OC NO. 2017:117107	Terms, provision, condition and easement contained in URBy Easement.	2	2
101	CC NO. 2017-117108	Terms, provision, condition and easement contained in Reciprocal Access Easement Agreement.	2	2
10 K	VOL. 4331. PG. 1877	Exement to City of Little E.Im.	YES	YES
101	DOC# 2014-420	All Easements & Building Lines as shown Plat of Em Little Property	SJA	YES

# SURVEYOR'S CERTIFICATE

This is to certify that this map of part of the suvery owhich it is backed were make in accordance with the 270f This supervised Detail Requirements for ALTANESS Land Title Shawes, John petablished and adopted by ALT and NSES, and includes them: 1, 2, 4, 5, (6)(9); 7(9) 8, 9, 11, 13, 14, 16, 17, 19 of Table A thereof The And Andrew was completed on: September 1, 2, 2018.



ALTA/NSPS SURVEY

LOT 3. BLOCK A
ELM UTILE PROPERTY
ALLEN VESTAL SURVEY, ABSTRACT NO. 1312
A.W. ROBERTSON SURVEY, ABSTRACT NO. 1134
CITY OF LITTLE ELM, DENTON COUNTY, TEXAS

10610 Metric Drive, Suite 124, Dallas, TX 75243 Office 214;340-9700 Fax 214;340-9710 Ethneriage.com Firm #10169300

#### Exhibit A

#### Property Location - 2091 E Eldorado Pkwy

WHEREAS, **3P LITTLE ELM, LLC**, is the owner of a 2.91 acre tract of land out of the A.W. ROBERTSON SURVEY, ABSTRACT NUMBER 1134 and the ALLEN VISTAL SURVEY, ABSTRACT NUMBER 1312, situated in the Town of Little Elm, Denton County, Texas, being a part of Lot 2, Block A of Elm Little Property, an addition to the Town of Little Elm, Texas, recorded in Document No. 2014-420 of the Plat Records of Denton County, Texas, being that same 2,911 acre tract of land conveyed to 3P Little Elm, LLC by Special Warranty Deed of record in Document No. 2018-123296 of the Official Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING**, at a 5/8 Inch Iron rod with red plastic cap stamped "KHA" found in the North right-of-way line of Farm to Market Road 720 (120 foot public right-of-way), being the Southeast corner of Lot 1, Block A of said Elm Little Property, also being the Southwest corner of said Lot 2, said 2,911 acre tract and hereof;

**THENCE**, leaving the North right-of-way line of Farm to Market Road 720, along the East line of sald Lot 1 and the common West line of sald Lot 2 and sald 2.911 acre tract, the following three (3) Courses and distances:

- 1. N01°14'26"E, a distance of 125.81 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" found;
- 2. N35°29'32"E, a distance of 131.38 feet to a 5/8 Inch Iron rod with red plastic cap stamped "KHA" found;
- 3. S88°27'18"E, a distance of 93.51 feet to a 1/2 inch iron rod with yellow plastic cap stamped "TXHS" found at the Southwest corner of a called 1.782 acre tract of land conveyed to The LPT Group, LLC by deed of record in Document No. 2017-117106 of said Official Public Records;

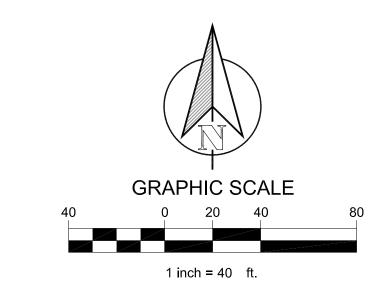
**THENCE**, leaving the East line of said Lot 1, along the common line of said 2.911 acre tract and said 1.782 acre tract, over and across said Lot 2, the following five (5) courses and distances:

- 1. S88°41'57"E, a distance of 112.51 feet to an X-cut in concrete set;
- 2. S01°18'03"W, a distance of 34.10 feet to an X-cut in concrete set;
- 3. S88°41'57"E, a distance of 263.09 feet to an X-cut in concrete set;
- 4. S48°28'47"E, a distance of 49.97 feet to an X-cut in concrete set;
- 5. S88°41'57"E, a distance of 34.74 feet to an X-cut in concrete set in the West right-of-way line of Pecan Drive (60 foot public right-of-way), being the East line of said Lot 2, also being the Southeast corner of said 1.782 acre tract, also being the Northeast corner of said 2.911 acre tract and hereof;

**THENCE**, S01°15'27"W, along the West right-of-way line of Pecan Drive, being the East line of said Lot 2 and said 2.911 acre tract, a distance of 143.50 feet to a 1/2 inch iron rod with yellow plastic cap stamped "TXHS" found at the North end of a cut-back line at the intersection of Pecan Drive and the North right-of-way line of Farm to Market Road 720;

THENCE, S46°34'26"W, along sald cut-back line, being the East line of sald Lot 2 and sald 2.911 acre tract, a distance of 34.88 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" found at the South end of sald cut-back line, being the Southeast corner of sald Lot 2, sald 2.911 acre tract and hereof:

**THENCE**, N88°40'01"W, along the North right-of-way line of Farm to Market Road 720, being the South line of said Lot 2 and said 2.911 acre tract, a distance of 591.02 feet to the **POINT OF BEGINNING** and containing an area of 2.91 Acres, or (126,801 Square Feet) of land, more or less.



TIVE 100-YEAR FLOODPLAIN (FEMA GIS) PER LOMR CASE NO. 11-06-2132P PROP. ELEC ¬ (10 j.) 24' FIRE LANE, MUTUAL ACCESS,¬ S 88°40884 112 51.64' S 88°44088 E 112 51.64' — EX. IRRI. METER PROPOSED GUARD RAIL -PER TXDOT DETAIL "TYPE T631" EX. CONCRETE DRIVEWA PECAN DRIV EX. POWER POLE -EX. POWER POLE SIDEWALK EX. CURB INLET TO REMAIN ELDORADO PARKWAY (VARIABLE WIDTH RIGHT-OF-WAY) This image is for reference purposes only and is not intended to reflect any site development standards.

## EXHIBIT B

Development Plans - 1729 East Eldorado Parkway

# 3P ELM SITE DEVELOPMENT PLANS

## TOWN OF LITTLE ELM, TEXAS

3P LITTLE ELM LLC 5431 BEACON HILL DR FRISCO, TEXAS 75034 PHONE: 214-838-4198 EMAIL: LOKESHP@HOTMAIL.COM

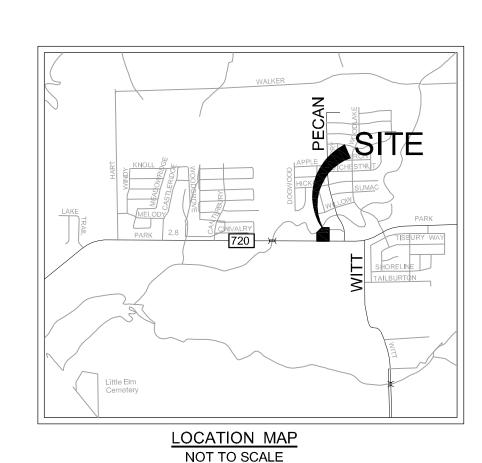
<u>CIVIL ENGINEER:</u> RAO VASAMSETTI, P.E. RAO VASAMSETH, P.E.
RAO'S CONSULTING ENGINEERS, LLC
P.O.BOX 592991
SAN ANTONIO, TX 78258
PHONE: 210-549-7557
EMAIL: RAO@RAOSENGINEERING.COM

ACRES: 0.79 ACRES

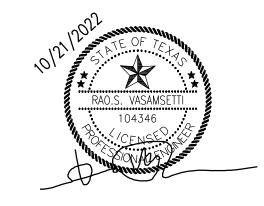
REVISION #

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.



She	eet 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



PRIMARY CONTACT PERSON: RAO VASAMSETTI, P.E.



DESCRIPTION	DATE	
		ĺ

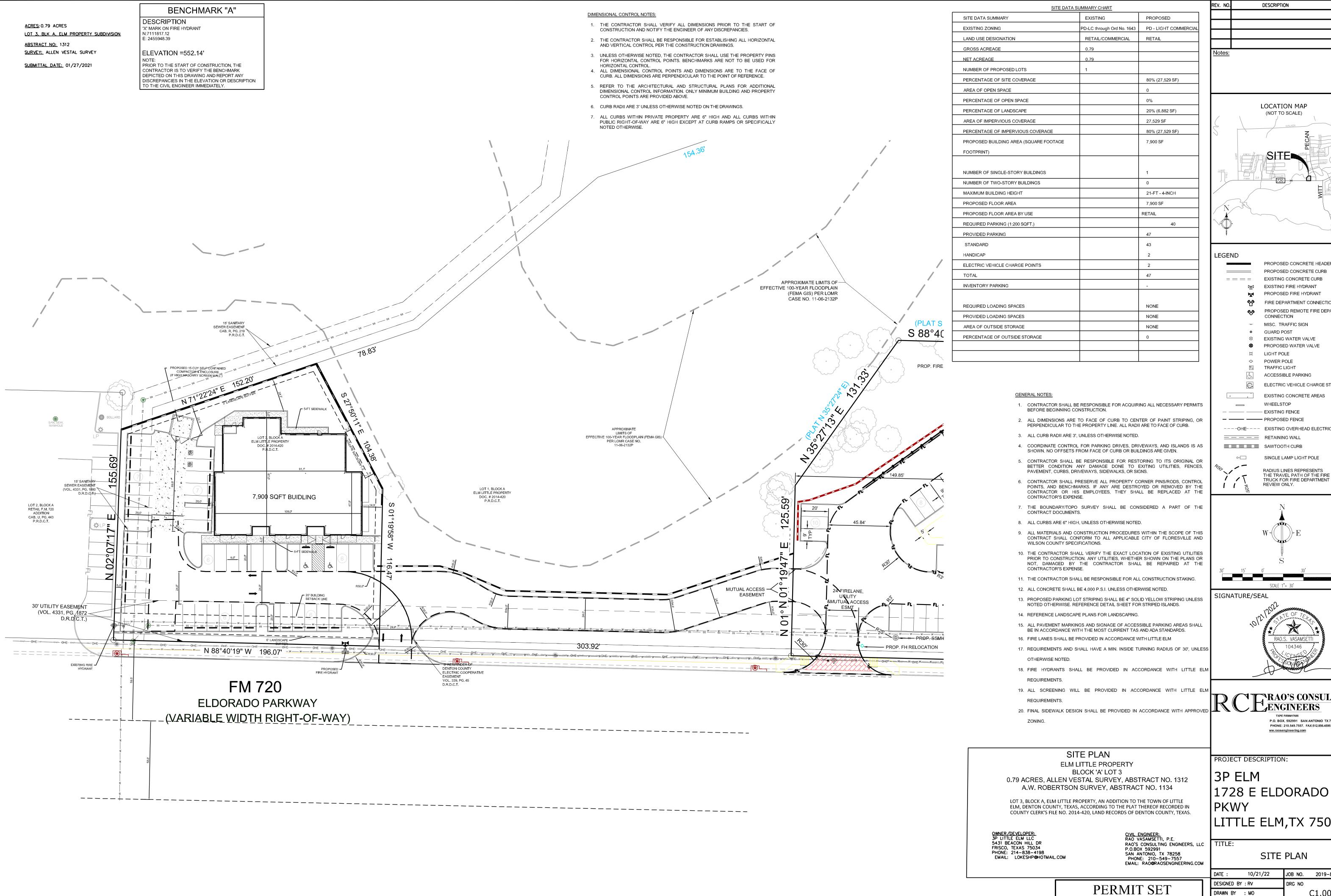
ww.raosengineering.com

PROJECT DESCRIPTION: 3P ELM 1728 E ELDORADO PKWY, LITTLE ELM, TX 75068

**COVER SHEET** 

DATE: 07/20/22 JOB NO. 2019-768 DESIGNED BY : RV C0.00 DRAWN BY : MO CHECKED BY : RV

PERMIT SET



## P.O. BOX. 592991 SAN ANTONIO TX 78258 ww.raosengineering.com

PHONE: 210.549.7557. FAX:512.856.4595

RAO.S. VASAMSET

RAO'S CONSULTING

DESCRIPTION

LOCATION MAP

(NOT TO SCALE)

PROPOSED CONCRETE HEADER CURB

PROPOSED REMOTE FIRE DEPARTMENT

ELECTRIC VEHICLE CHARGE STATION

EXISTING CONCRETE AREAS

PROPOSED CONCRETE CURB

EXISTING CONCRETE CURB

EXISTING FIRE HYDRANT

PROPOSED FIRE HYDRANT

FIRE DEPARTMENT CONNECTION

EXISTING WATER VALVE ❷ PROPOSED WATER VALVE

CONNECTION

MISC. TRAFFIC SIGN

GUARD POST

POWER POLE

TRAFFIC LIGHT ACCESSIBLE PARKING

WHEELSTOP

----OHE---- EXISTING OVERHEAD ELECTRIC

REVIEW ONLY

SINGLE LAMP LIGHT POLE

RADIUS LINES REPRESENTS

THE TRAVEL PATH OF THE FIRE TRUCK FOR FIRE DEPARTMENT

- --- EXISTING FENCE

- PROPOSED FENCE

====== RETAINING WALL

SAWTOOTH CURB

SIGNATURE/SEAL

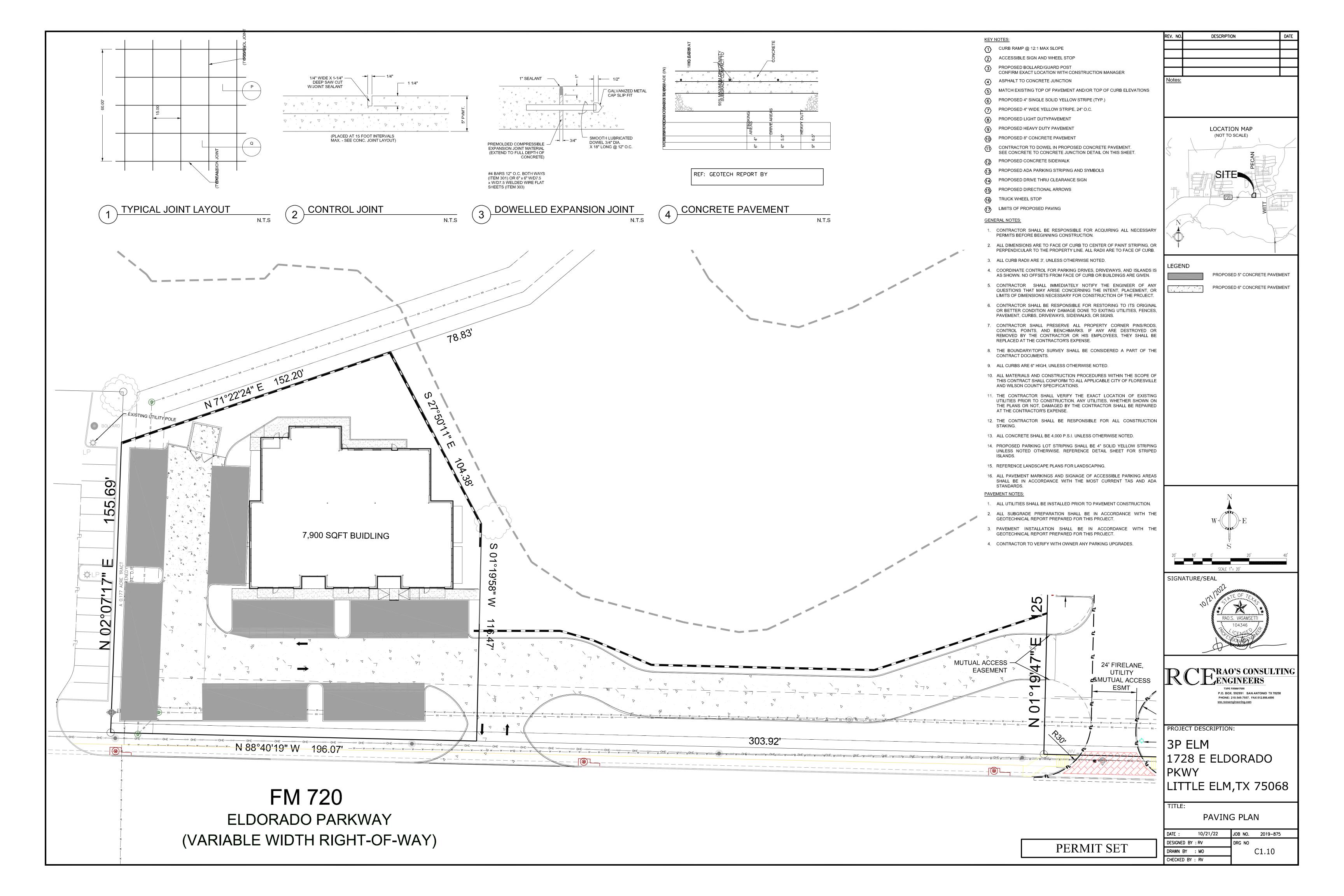
LEGEND

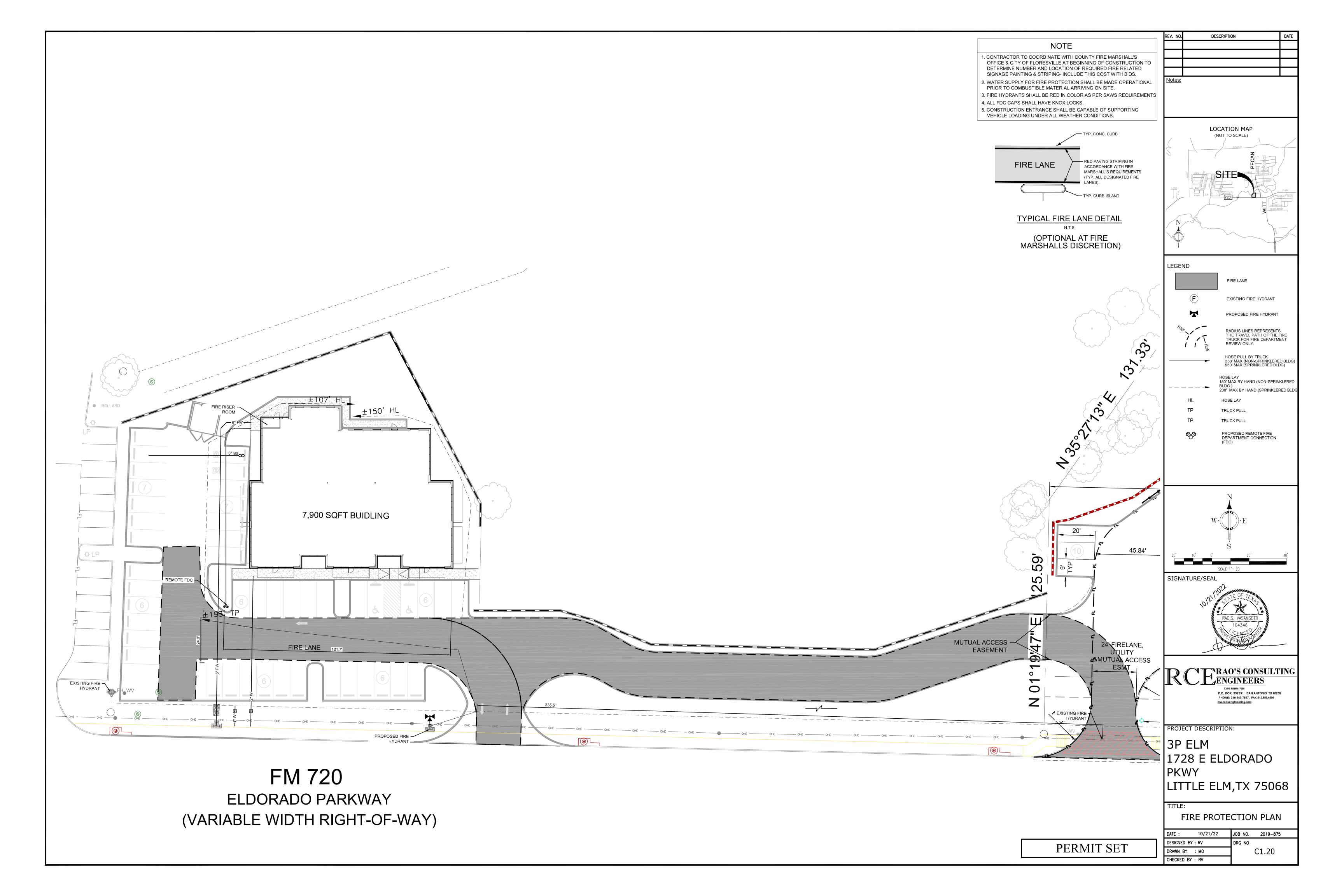
PROJECT DESCRIPTION:

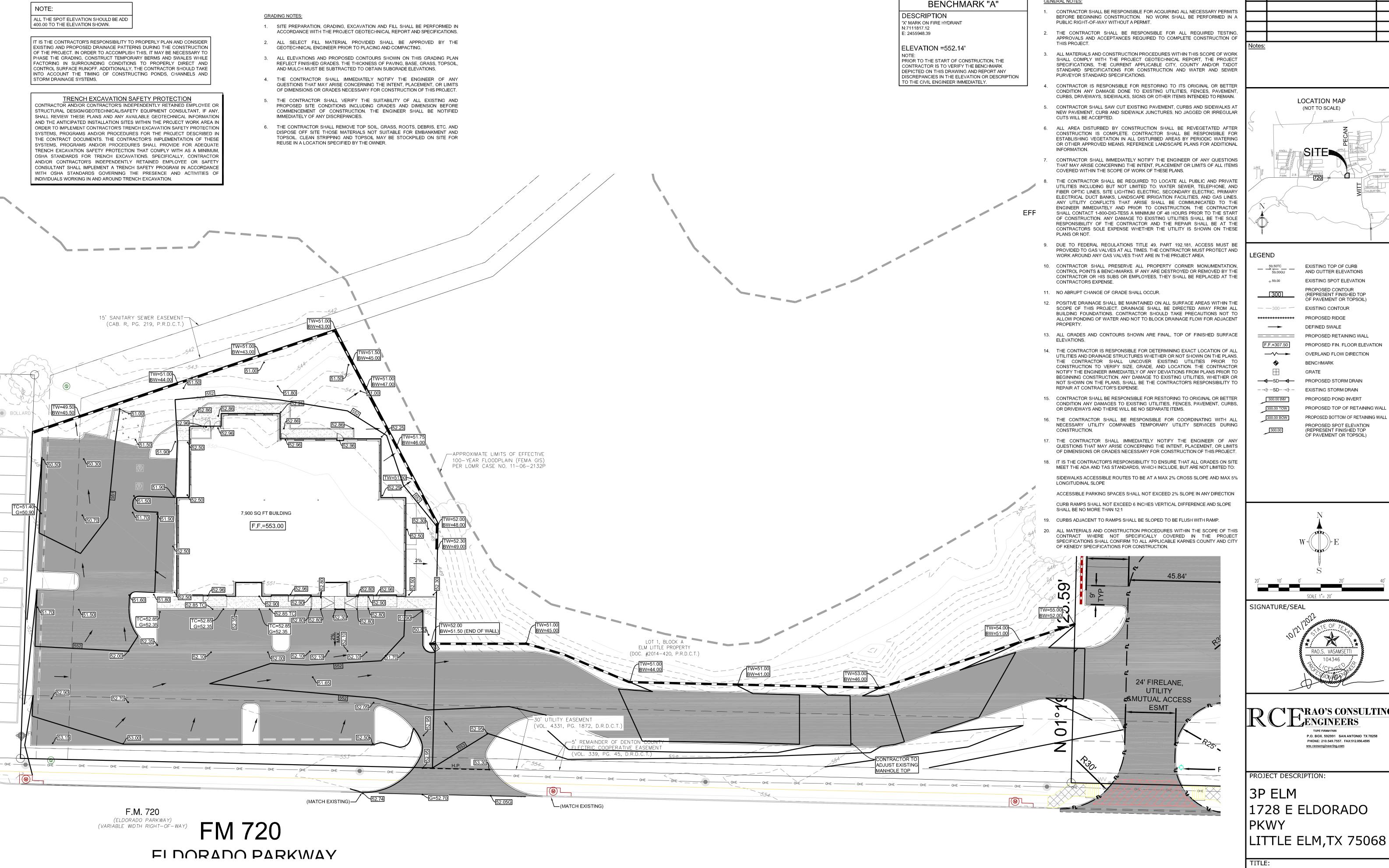
LITTLE ELM,TX 75068

SITE PLAN

10/21/22 JOB NO. 2019-875 DESIGNED BY : RV C1.00 DRAWN BY : MO CHECKED BY: RV







DESCRIPTION GENERAL NOTES:

> LOCATION MAP (NOT TO SCALE)

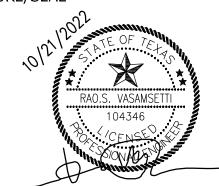
> > EXISTING SPOT ELEVATION PROPOSED CONTOUR (REPRESENT FINISHED TOP OF PAVEMENT OR TOPSOIL)

EXISTING CONTOUR

DEFINED SWALE PROPOSED FIN. FLOOR ELEVATION OVERLAND FLOW DIRECTION

PROPOSED STORM DRAIN EXISTING STORM DRAIN

> PROPOSED BOTTOM OF RETAINING WALL PROPOSED SPOT ELEVATION (REPRESENT FINISHED TOP OF PAVEMENT OR TOPSOIL)



RAO'S CONSULTING ENGINEERS

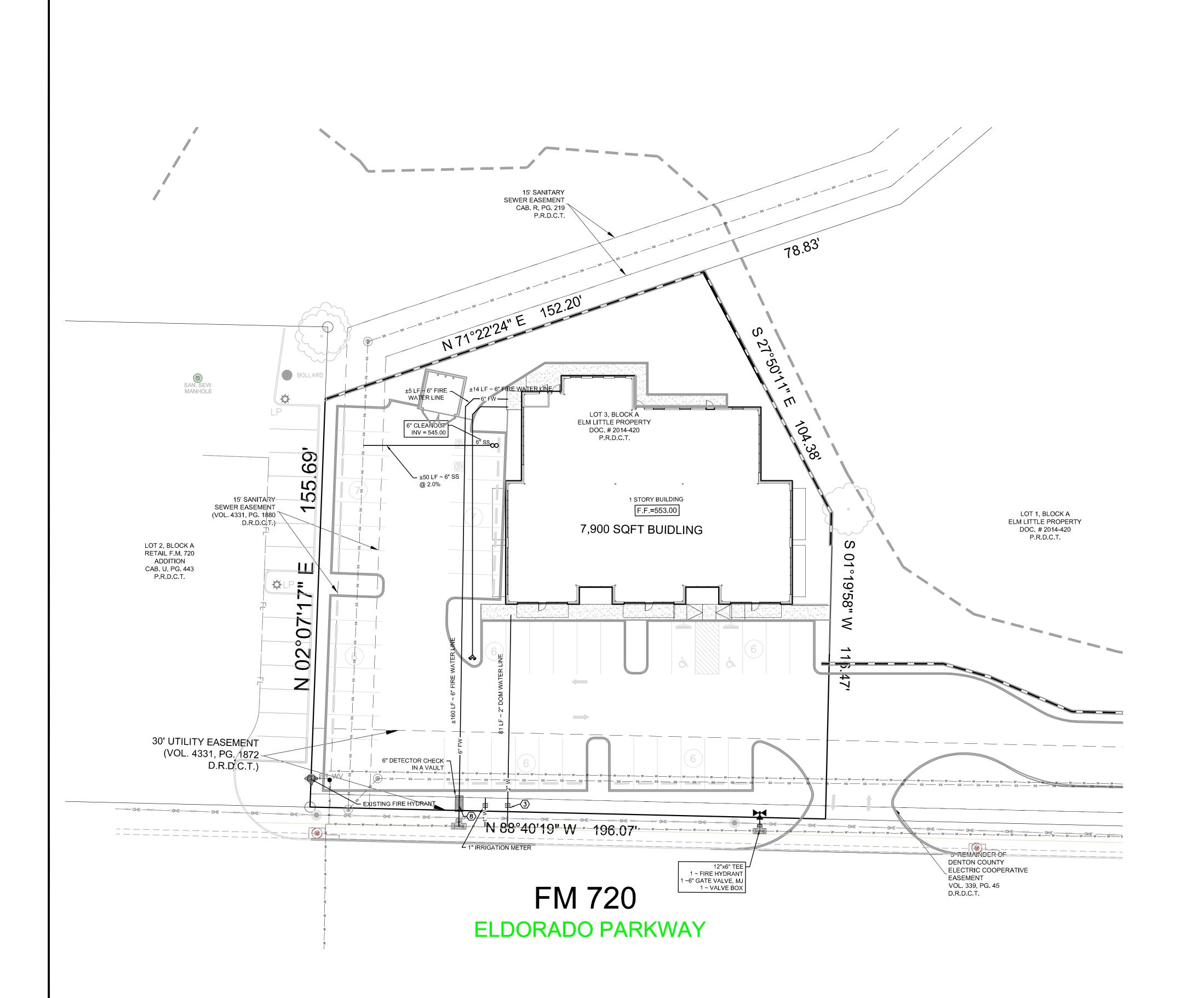
> P.O. BOX. 592991 SAN ANTONIO TX 78258 PHONE: 210.549.7557. FAX:512.856.4595 ww.raosengineering.com

1728 E ELDORADO

GRADING PLAN

PERMIT SET

10/21/22 JOB NO. 2019-875 DESIGNED BY : RV C2.00 DRAWN BY : MO CHECKED BY: RV



## BENCHMARK "A"

DESCRIPTION 'X' MARK ON FIRE HYDRANT N 7111817 12

E: 2455948.39

ELEVATION =552.14'

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.

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

8. NO WATER JETTING TO BACK FILL TRENCHES WILL BE ALLOWED ON THIS

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

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.

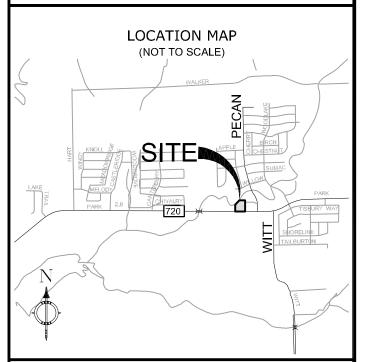
#### KEY NOTES:

CONDUITS REQUIRED.

- 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.
- 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.
- 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
- 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

Notos	

DESCRIPTION



- <- -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 PROPOSED DOMESTIC WATER LINE

----- | ------ PROPOSED IRRIGATION LINE

→ SS PROPOSED SANITARY SEWER LINE PROPOSED STORM DRAIN 

PROPOSED FIRE LINE THRUST BLOCKING

> EXISTING ELECTRIC METER EXISTING CLEAN-OUT

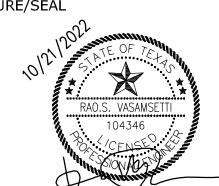
EXISTING WATER VALVE EXISTING WATER METER PROPOSED WATER METER

EXISTING FIRE HYDRANT PROPOSED FIRE HYDRANT PROPOSED FIRE DEPARTMENT CONNECTION

PROPOSED REMOTE FIRE DEPARTMENT CONNECTION

EXISTING LIGHT POLE

SIGNATURE/SEAL



CONTRACTOR TO VERIFY EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION AND IMMEDIATELY NOTIFY ENGINEER OF ANY CONFLICTS.

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 C STRUCTURAL DESIGN/GEOTECHNICAL/SAFETY EQUIPMENT CONSULTANT, IF AN 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 I 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

RAO'S CONSULTING ENGINEERS

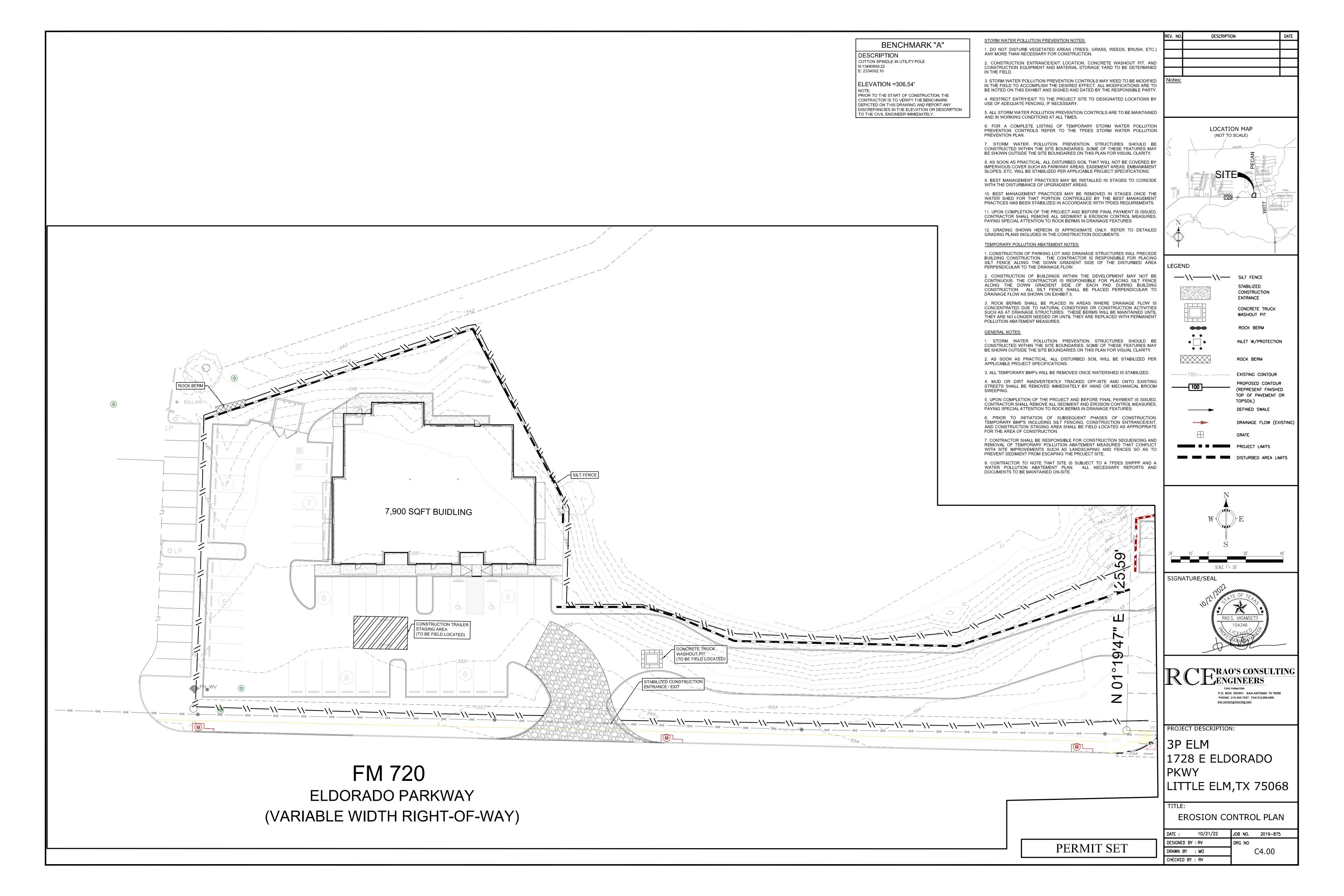
> P.O. BOX. 592991 SAN ANTONIO TX 78258 PHONE: 210.549.7557. FAX:512.856.4595 ww.raosengineering.com

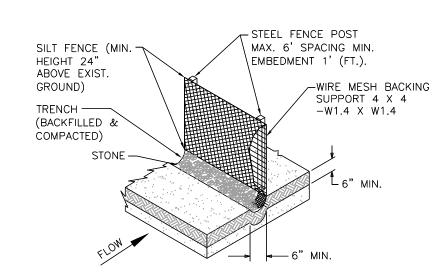
PROJECT DESCRIPTION:

3P ELM 1728 E ELDORADO LITTLE ELM,TX 75068

UTILITY PLAN

JOB NO. 2019-875 10/21/22 DESIGNED BY : RV C3.00 DRAWN BY : MO CHECKED BY: RV





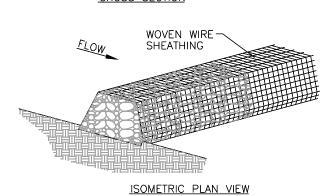
- SILT FENCE NOTES:
- .) STEEL POSTS, WHICH SUPPORT THE SILT FENCE, SHOULD BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 1-FOOT DEEP.
- 2.) LAY OUT FENCING DOWN-SLOPE OF DISTURBED AREA, FOLLOWING THE CONTOUR AS CLOSELY AS POSSIBLE. THE FENCE SHOULD BE SITED SO THAT THE MAXIMUM DRAINAGE AREA IS 1/4 ACRE/100 FEET OF FENCE.
- .) 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.

- .) 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
- 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
- .) INSPECT ALL FENCING WEEKLY, AND AFTER ANY RAINFALL. REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY, AS NEEDED.
- 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.
- D.) 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.
- ).) 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.
- .) 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
- 2.) MAINTENANCE AND INSPECTIONS SHALL BE AS DESIGNATED IN THE STORM WATER POLLUTION PREVENTION PLAN.

─ WOVEN WIRE SHEATHING └3 TO 4 INCHES CROSS SECTION



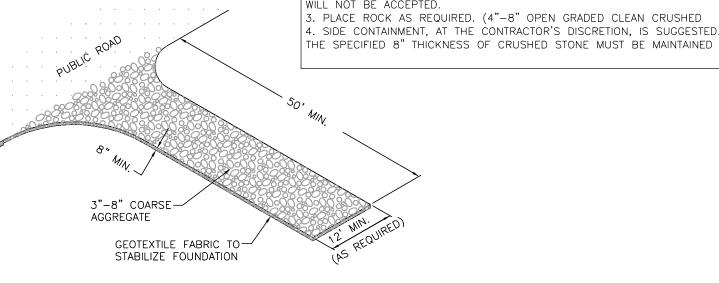
- ROCK BERM NOTES THE BERM STRUCTURE SHOULD BE SECURED WITH A WOVEN WIRE SHEATHING HAVING MAXIMUM OPENING OF 1 INCH AND A MINIMUM WIRE DIAMETER OF 20 GAUGE GALVANIZED AND SHOULD BE
- CLEAN, OPEN GRADED 3 TO 5 INCH DIAMETER ROCK SHOULD BE USED, EXCEPT IN AREAS WHERE HIGH VELOCITIES OR LARGE VOLUMES OF FLOW ARE EXPECTED, WHERE 5 TO 8 INCH DIAMETER ROCKS MAY BE USED.

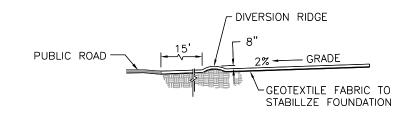
SECURED WITH SHOAT RINGS.

- 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".
- 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.
- BERM SHALL BE INSTALLED PERPENDICULAR TO DIRECTION OF
- INSPECTION SHOULD BE MADE WEEKLY AND AFTER EACH RAINFALL. FOR INSTALLATIONS IN STREAMBEDS, ADDITIONAL DAILY INSPECTIONS SHOULD BE MADE.
- 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,
- 11. THE ROCK BERM SHOULD BE LEFT IN PLACE UNTIL ALL UPSTREAM AREAS ARE STABILIZED AND ACCUMULATED SITE

STABILIZED CONSTRUCTION ENTRANCE (S. C. E.)

INSTALLATION of CONSTRUCTION ENTRANCE: . CLEAR THE AREA OF DEBRIS, ROCKS, OR PLANTS THAT WILL INTERFERE WITH INSTALLATION. . 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.





## STABILIZED CONSTRUCTION

(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

(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

(5) PLACE GEOTEXTILE FABRIC AND GRADE FOUNDATION TO IMPROVE STABILITY, ESPECIALLY WHERE WET

(6) PLACE STONE TO DIMENSIONS AND GRADE SHOWN ON PLANS. LEAVE SURFACE SMOOTH AND SLOPE FOR

(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

(2) STONE TOO SMALL OR GEOTEXTILE FABRIC ABSENT, RESULTS IN MUDDY CONDITION AS STONE IS PRESSED

(3) PAD TOO SHORT FOR HEAVY CONSTRUCTION TRAFFIC-EXTEND PAD BEYOND THE MINIMUM 50 FOOT LENGTH

POSSIBLE DAMAGE TO ROAD.

) 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

ŘIĞHT−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

## NOT TO SCALE INSTALLATION: ROADWAY, WHICHEVER IS GREATER.

CONDITIONS ARE ANTICIPATED.

COMMON TROUBLE POINTS: (1) INADEQUATE RUNOFF CONTROL-SEDIMENT WASHES ONTO PUBLIC ROAD.

(4) PAD NOT FLARED SUFFICIENTLY AT ROAD SURFACE, RESULTS IN MUD BEING TRACKED ON TO ROAD AND

(5) UNSTABLE FOUNDATION - USE GEOTEXTILE FABRIC UNDER PAD AND/OR IMPROVE FOUNDATION DRAINAGE. INSPECTION AND MAINTENANCE GUIDELINES:

IMMEDIATELY BY CONTRACTOR.

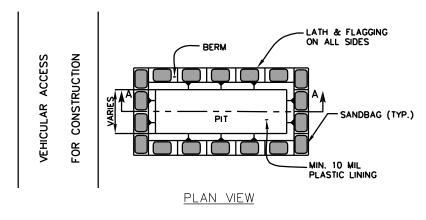
(3) WHEN NECESSARY, WHEELS SHOULD BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC

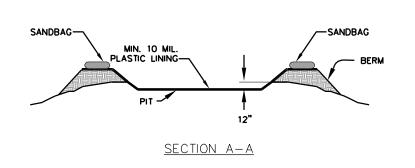
PLAN VIEW

exceeding 70%.

SECTION A-A

- 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
- The filter bag shall be filled with clean, medium (washed pea gravel) to coarse gravel (0.31 to 0.75 inch diameter).
- Sand shall <u>NOT</u> be used to fill the filter bags. GRAVEL FILTER BAG DETAIL





### 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
- 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.

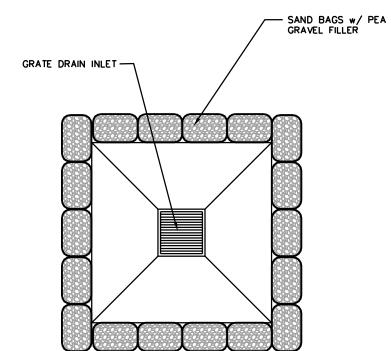
### MATERIALS:

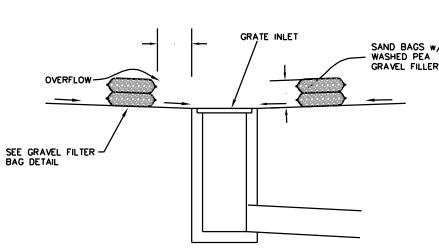
• PLASTIC LINING MATERIAL SHOULD BE A MINIMUM OF 10 MIL IN POLYETHYLENE SHEETING AND SHOULD BE FREE OF HOLES, TEARS, OR OTHER DEFECTS THAT COMPROMISE THE IMPERMEABILITY OF THE MATERIAL.

### 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





- 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:

\_

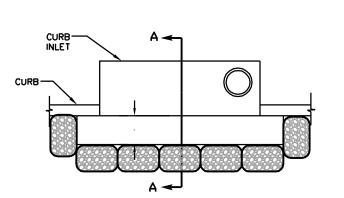
SEE GRAVEL FILTER -BAG DETAIL

- 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
- 4) Inspect filter fabric and patch or replace if torn or missing. 5) Structures should be removed and the area stabilized only

BAGGED GRAVEL GRATE INLET PROTECTION

after the remaining drainage area has been properly stabilized.

SECTION A-A



## GENERAL NOTES:

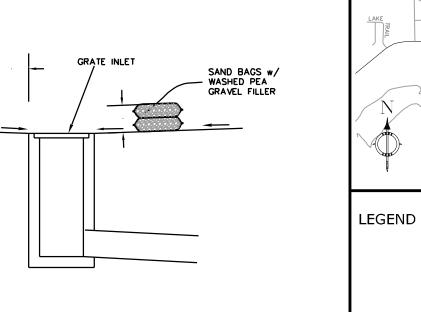
- 1) The sandbags should be filled with washed pea gravel and stacked to form a continuous barrier about 1 foot high around inlets.
- 2) The bags should be tightly abutted against each other to prevent runoff from flowing between the bags.

## 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.
- 5) Structures should be removed and the area stabilized only

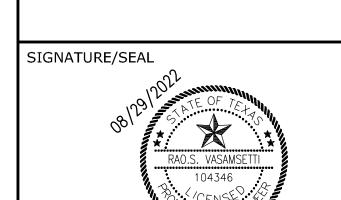
4) Inspect filter fabric and patch or replace if torn or missing.

after the remaining drainage area has been properly stabilized. BAGGED GRAVEL CURB INLET PROTECTION



DESCRIPTION

LOCATION MAP (NOT TO SCALE)



TRAO'S CONSULTING P.O. BOX. 592991 SAN ANTONIO TX 78258 PHONE: 210.549.7557. FAX:512.856.4595

ww.raosengineering.com

PROJECT DESCRIPTION:

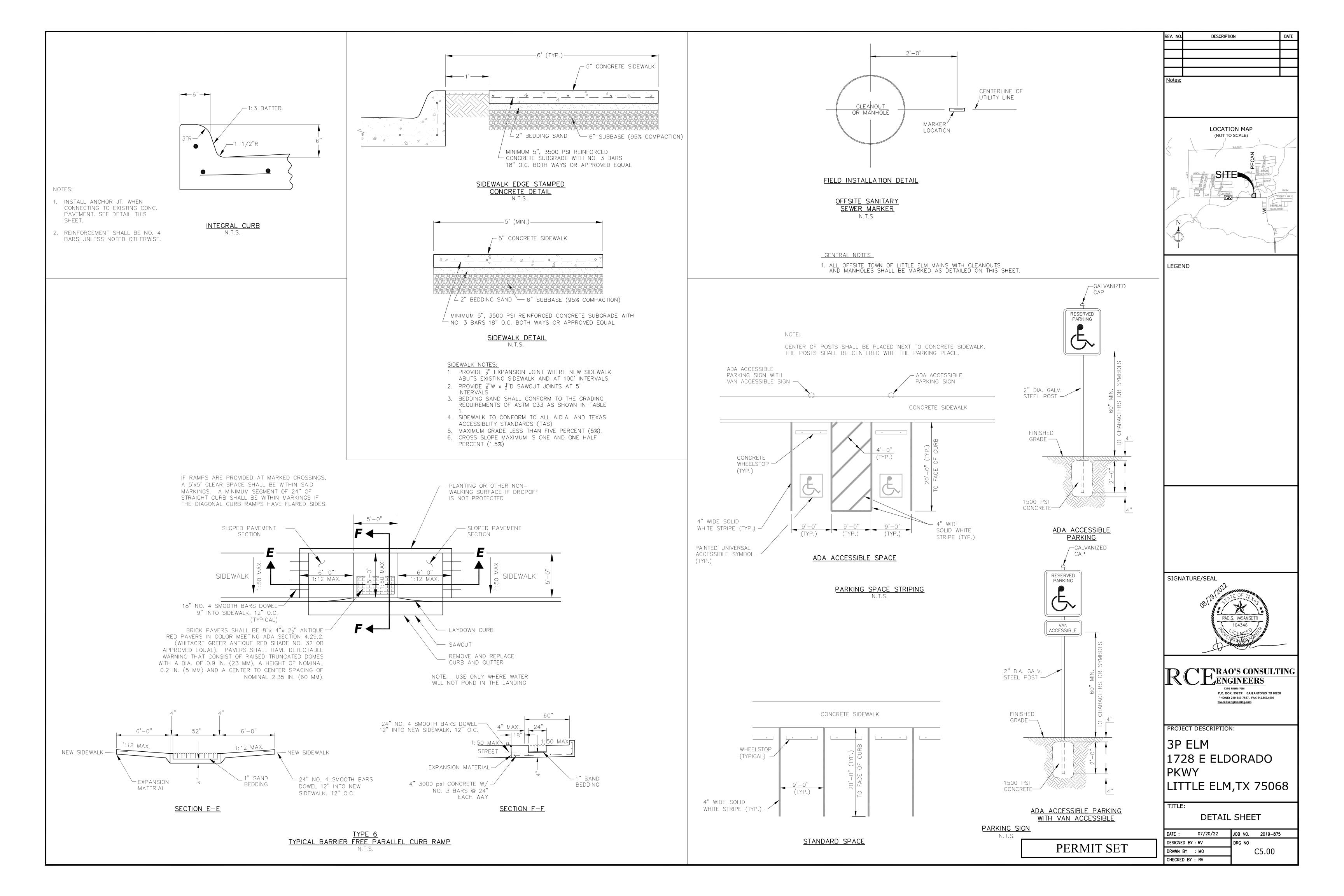
3P ELM 1728 E ELDORADO LITTLE ELM,TX 75068

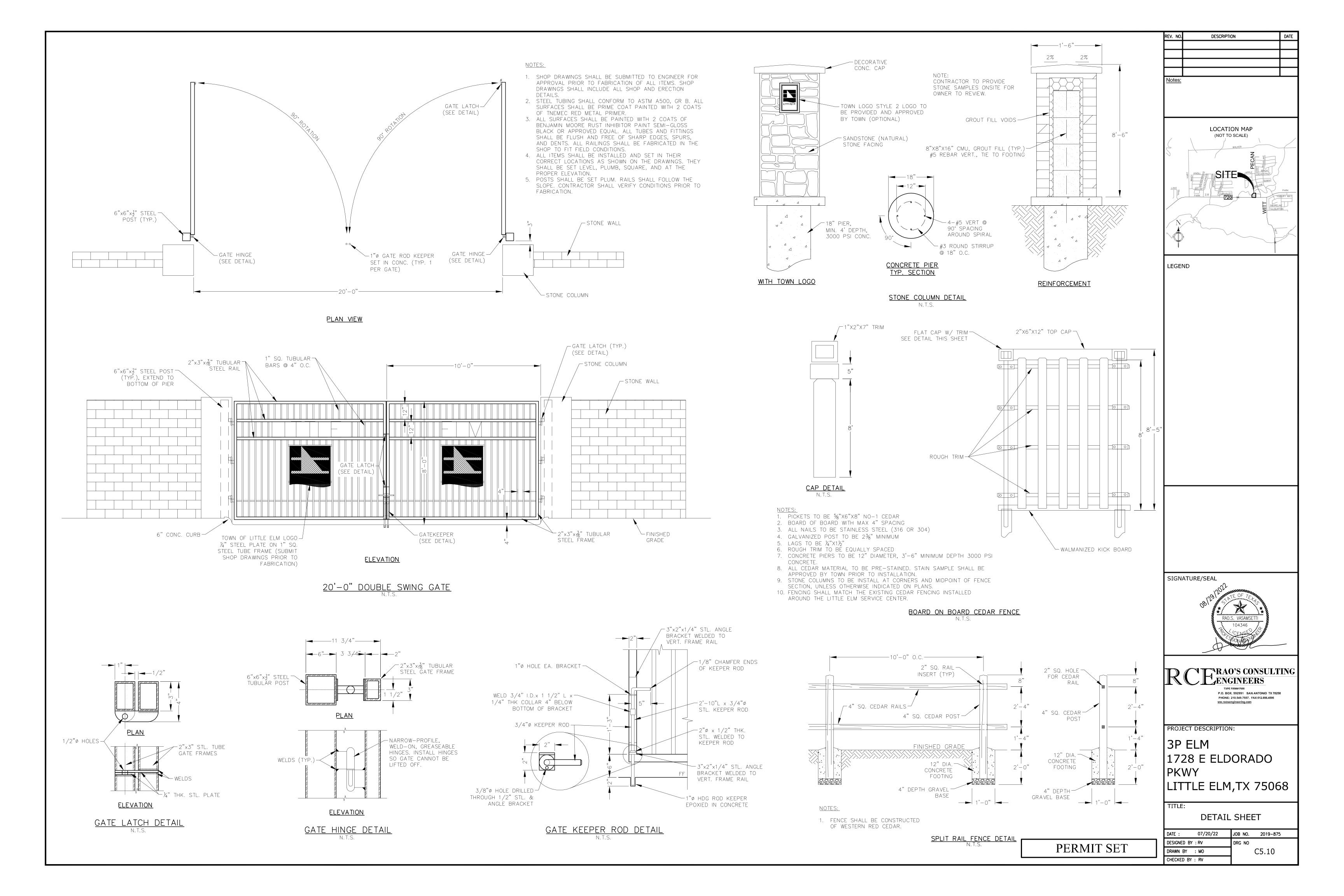
TITLE:

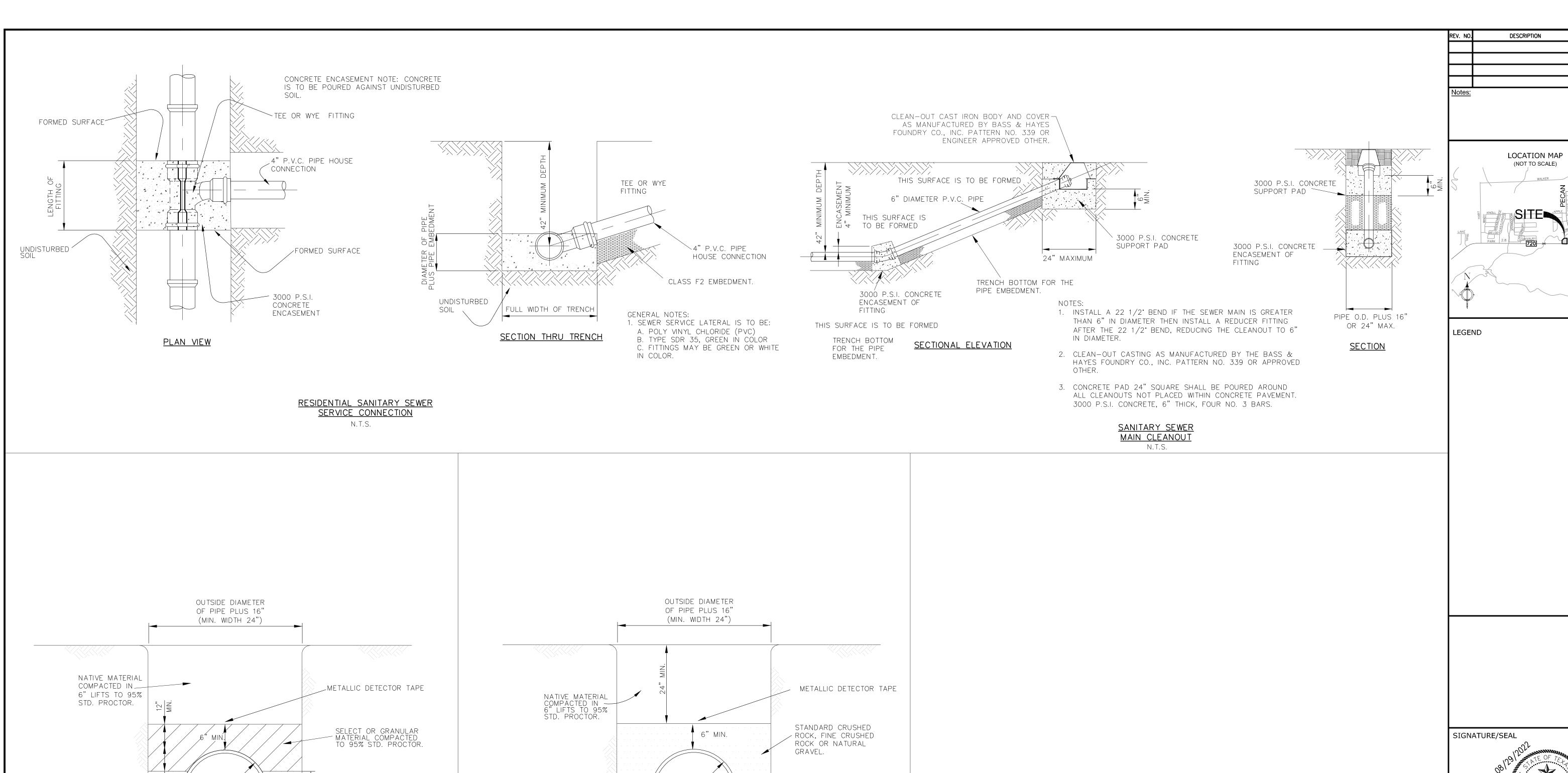
**EROSION CONTROL DETAILS** 

DATE: 07/20/22 JOB NO. 2019-875 DESIGNED BY : RV C4.10 DRAWN BY : MO CHECKED BY: RV

PERMIT SET







1/8 O.D. - 6" MIN.

DEEP SDR 35 ENCASEMENT

CLASS LE5 EMBEDMENT

3/4 O.D.

MIN. STD. P.V.C. SEWER

CLASS LE2 EMBEDMENT
N.T.S.

√1/8 O.D. − 6" MIN.

STANDARD CRUSHED ROCK,

ROCK OR NATURAL GRAVEL.

FINE CRUSHED

RAO.S. VASAMSETTI

104346

RAO'S CONSULTING
ENGINEERS

TXPE FIRM#17685

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:

DETAIL SHEET

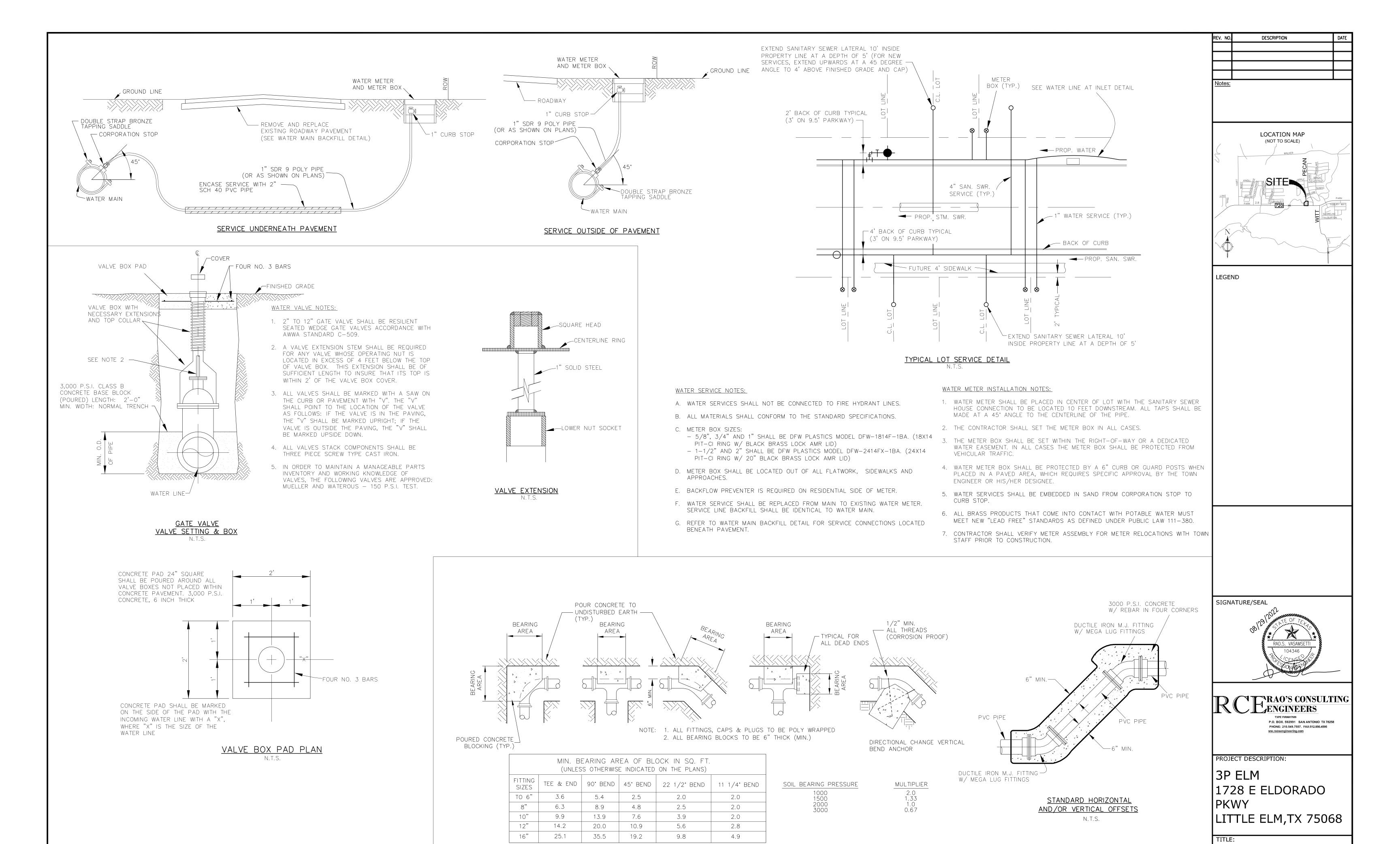
DATE: 07/20/22 JOB NO. 2019-875

DESIGNED BY: RV DRG NO

DRAWN BY: MO C5.20

CHECKED BY: RV

PERMIT SET



WATER MAIN THRUST BLOCKING

N.T.S.

PERMIT SET

DATE: 07/20/22

DESIGNED BY: RV

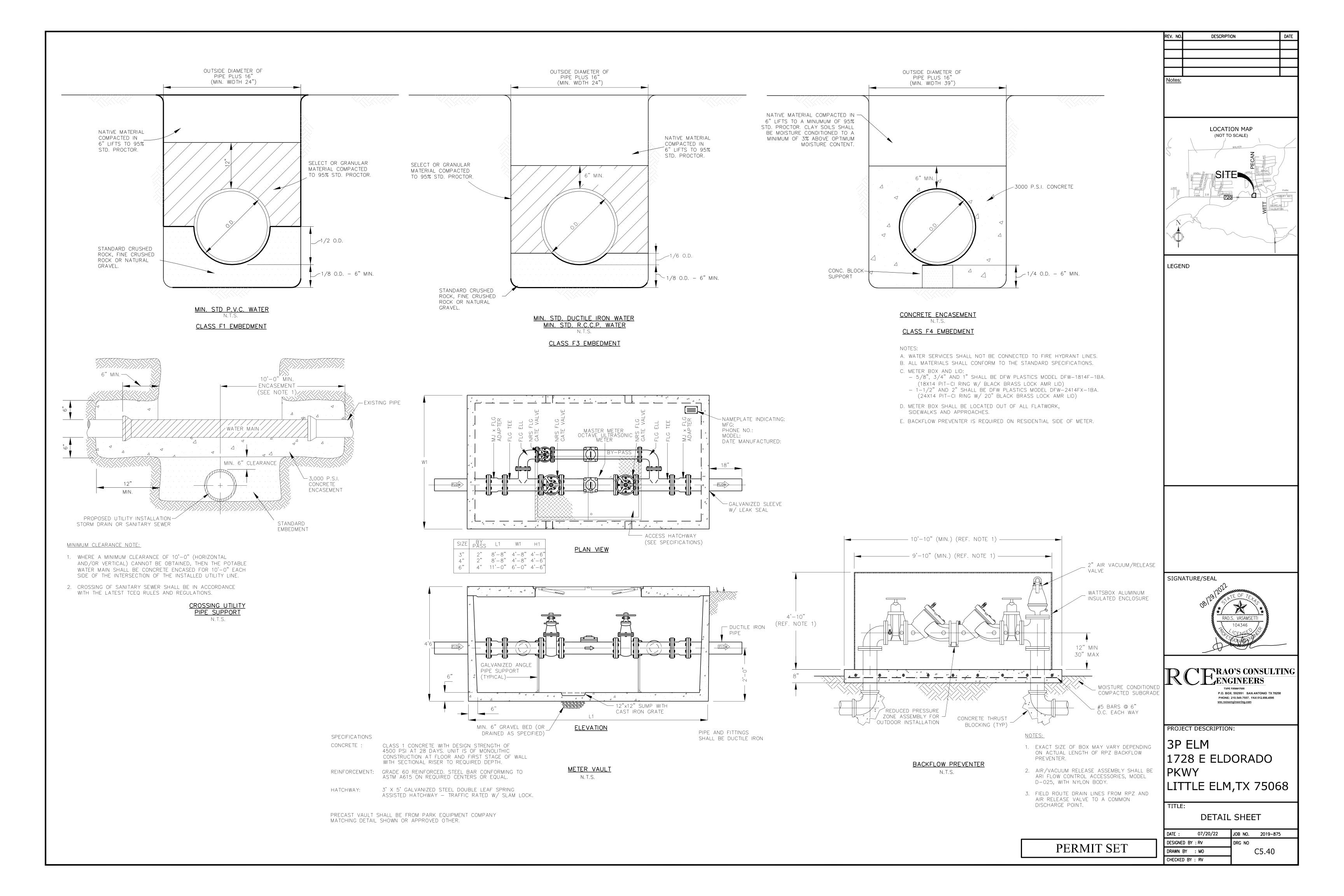
DRAWN BY: MO

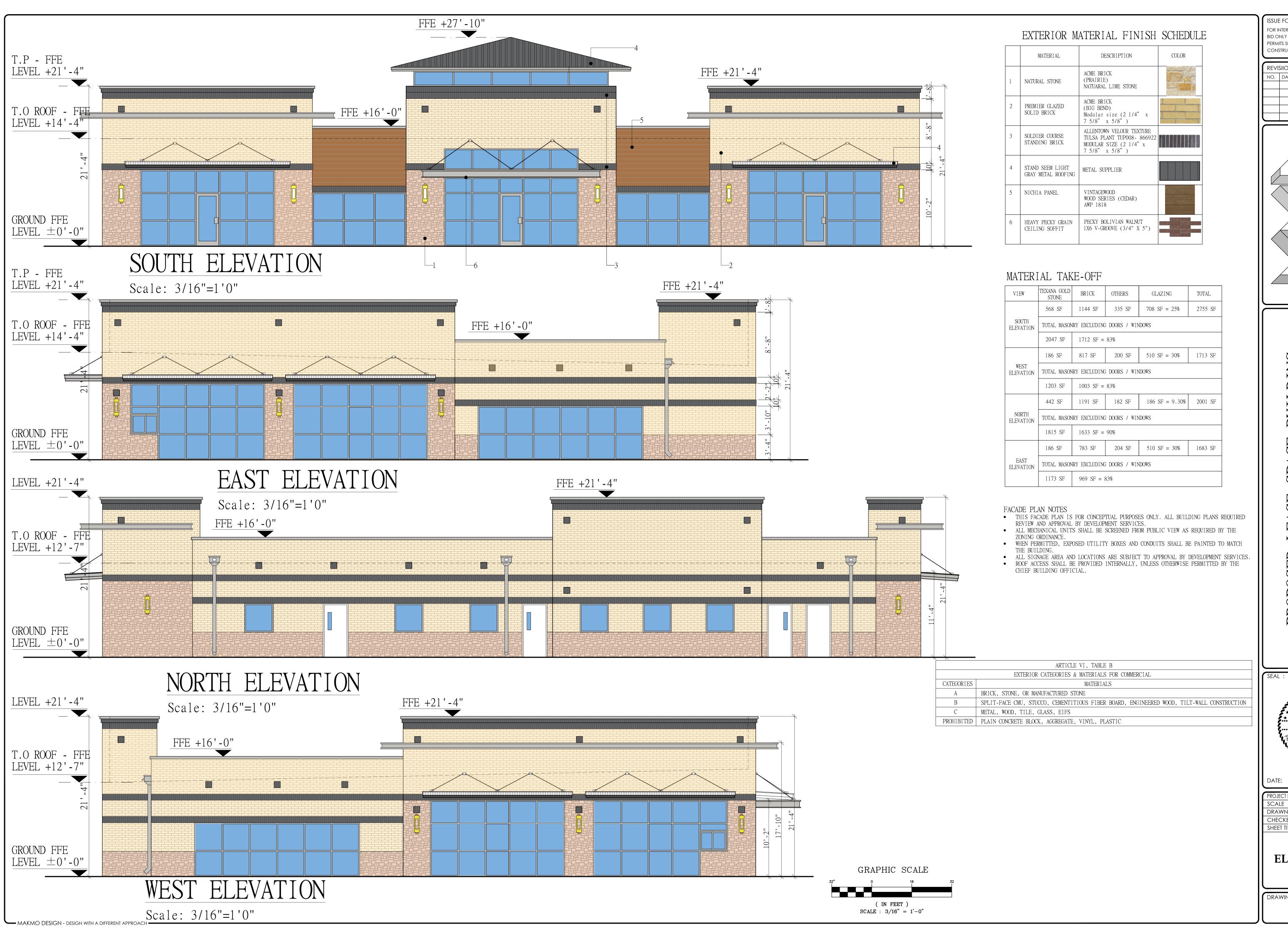
**DETAIL SHEET** 

CHECKED BY : RV

JOB NO. 2019-875

C5.30





ISSUE FOR:

FOR INTER REVIEW ONLY

BID ONLY

PERMITS SET

CONSTRUCTION SET

REVISIONS:

NO. DATE DESCRIPTION

T m x0



BUILDING

PROPOSED LEASE SPACE BU LOCATED AT

ASHLEY BICE

134060
CENSE
DNAU

2116

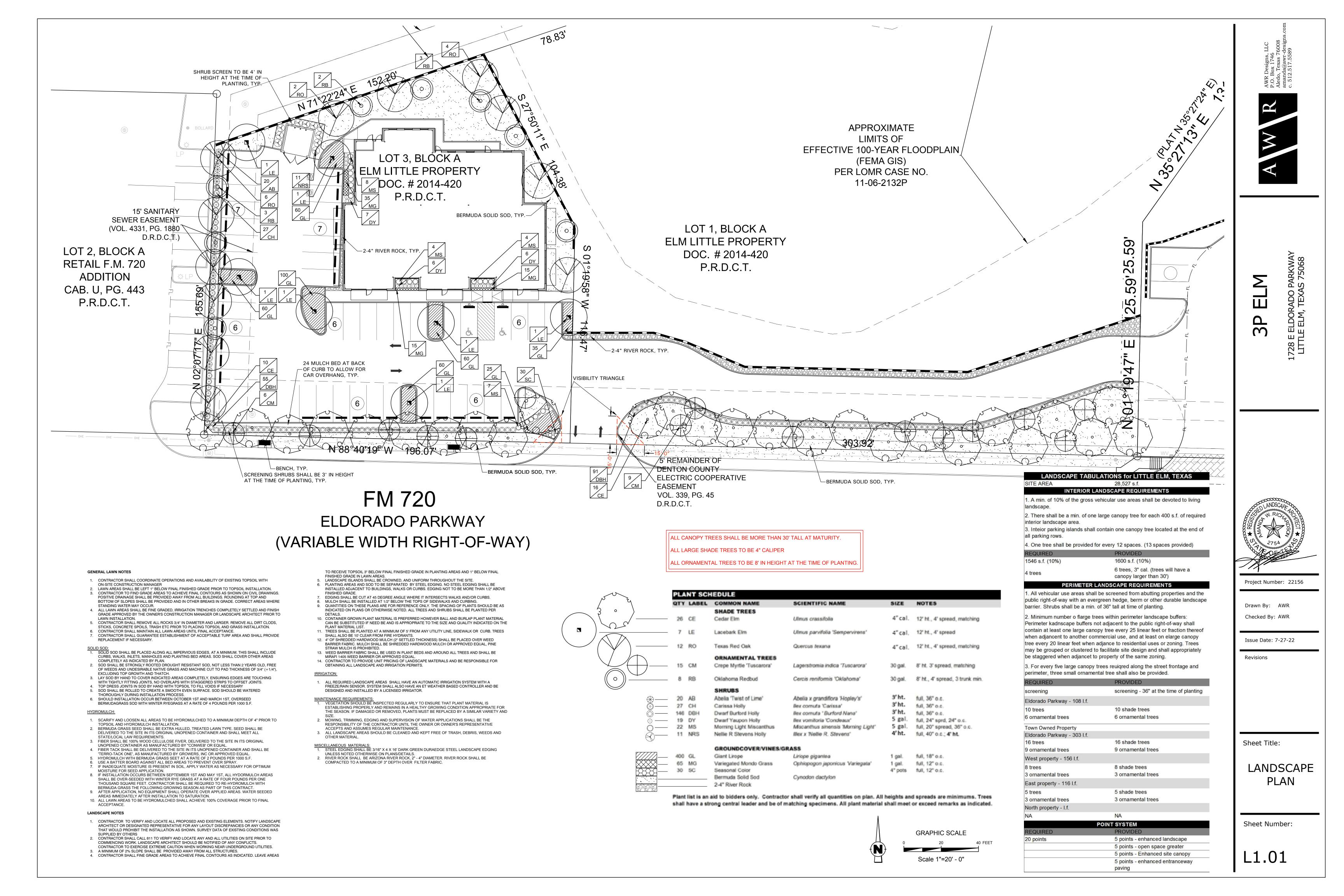
PROJECT NUMBER	:	22-000
SCALE :		3/16" =1'-0"
DRAWN BY:		A.B
CHECKED BY:		A.B
SHEET TITLE :		

07/26/2022

ELEVATION 1 & 2

DRAWING NUMBER:

A-2.0



#### 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: PLANTING (TREES, SHRUBS, GRASSES)
- 1. BED PREP AND FERTILIZATION
- NOTIFICATION OF SOURCES WATER AND MAINTENANCE UNTIL ACCEPTANCE
- 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 AL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK
- A. AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY AMERICAN
- ASSOCIATION OF NURSERYMEN; 27 OCTOBER 1980, EDITION; BY AMERICAN NATIONAL STANDARDS INSTUTUTE (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
- A. PROVIDE REPRESENTATIVE QUANTITIES OF EACH SOIL. MULCH. BED MIX. GRAVEL AND STONE BEFORE 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.
- 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

SECTIONS

- 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, WEED SPRAYING, 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

---- SEE DETAIL A

- 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
- 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. 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.
- 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 CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
- b. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE. c. SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING. HYDROMULCHED AREAS SHALL SHOW ACTIVE, HEALTHY GROWTH BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE
- RESODDED OR RESEEDED (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED. 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 DEAI MATERIALS AS SOON AS WEATHER PERMITS AND UPON NOTIFICATION OF

- 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
- 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. ANY DAMAGE INCLUDING RUTS IN LAWN OR BED AREAS INCURRED AS A RESULT OF MAKING REPLACEMENTS SHALL BE IMMEDIATELY REPAIRED.
- . 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. ALL 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 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 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
- 1.9 QUALITY ASSURANCE

TIGHTENING STRAF

- DRIVE ROD

- 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 OWNER'S 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

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 WATERING FACILITIES ARE AVAILABLE
- 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
- 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 NOMINAL TOPS OF PLANTS. PLANT 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, FUL BRANCHED AND WELL ROOTED. SYMMETRY IS ALSO IMPERATIVE. PLANTS SHALL BE FREE FROM 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 OF 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 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
- 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
- 4. IF REQUESTED, LANDSCAPE CONTRACTOR SHALL PROVIDE A CERTIFIED SOIL ANALYSIS CONDUCTED BY AN APPROVED SOIL TESTING LABORATORY VERIFYING THAT
- SANDY LOAM MEETS THE ABOVE REQUIREMENTS. B. ORGANIC MATERIAL: COMPOST WITH A MIXTURE OF 80% VEGETATIVE MATTER AND 20% ANIMAL WASTE. INGREDIENTS SHOULD BE A MIX OF COURSE AND FINE 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 EQUAI 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
- H. PEAT: COMMERCIAL SPHAGNUM PEAT MOSS OR PARTIALLY DECOMPOSED SHREDDED PINE BARK OR OTHER APPROVED ORGANIC

## 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 1405 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 EARTH BASE
- G. RIVER ROCK LOCALLY AVAILABLE NATIVE RIVER ROCK BETWEEN 2"-4" IN
- H. PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING

SHRUBS OR GROUNDCOVER AS

SPECIFIED ON PLAN

#### 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.

#### 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 BACKELL FOR TREE PITS SHALL BE AS FOLLOWS: LISE 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 IOINTS) 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
- 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 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 FARTH 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 (3/4") INCH IN DIAMETER. 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 PER 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  $\frac{1}{3}$  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.

AFTER PLACEMENT.

- 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

TO THE TRUNK OF THE TREE. LEAVE THE AREA ABOVE THE TOP OF

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

- THE BALL AND MULCH WITH AT LEAST TWO (2") INCHES OF SPECIFIED P. ALL PLANT BEDS AND TREES TO BE MULCHED WITH A MINIMUM
- SETTLED THICKNESS OF TWO (2") INCHES OVER THE ENTIRE BED OR
- 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 DON 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 UNDERGROUNI 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.
- 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
- TOP OF EDGING SHALL BE ½" MAXIMUM HEIGHT ABOVE FINAL 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
- 5. CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE EDGING MEETS SIDEWALKS OR CURBS.

## 3.3 CLEANUP AND ACCEPTANCE

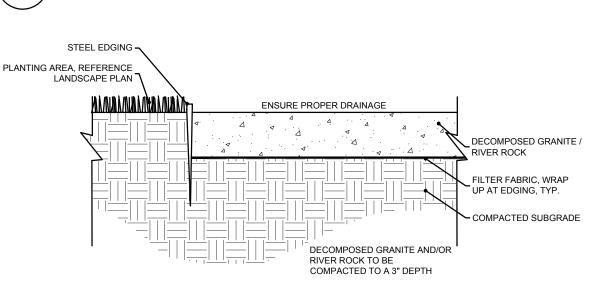
- A. CLEANUP: DURING THE WORK, THE PREMISES SHALL BE KEPT NEAT AND ORDERLY AT ALL TIMES. STORAGE AREAS FOR ALL MATERIALS SHALL BE SO ORGANIZED SO THAT THEY, TOO, ARE NEAT AND ORDERLY. ALL TRASH AND DEBRIS SHALL BE REMOVED FROM THE SITE AS WORK PROGRESSES. KEEP PAVED AREAS CLEAN BY SWEEPING OR HOSING THEM AT END OF EACH WORK DAY.
- B. REPAIR RUTS, HOLES AND SCARES 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 CLEAN. FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY. 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 OWNER'S SATISFACTION WITHIN 24 HOURS. F. THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINA ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND

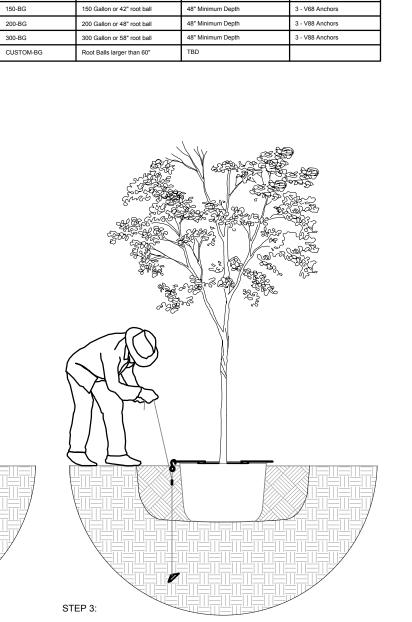
GUARANTEE PERIODS WILL COMMENCE. END OF SECTION

GROUNDCOVERS CURB TO ALLOW FOR CAR OVERHANG



ackslashSHRUB SPACING AND PLANTING AT B.O.C.

\DECOMPOSED GRANITE / RIVER ROCK



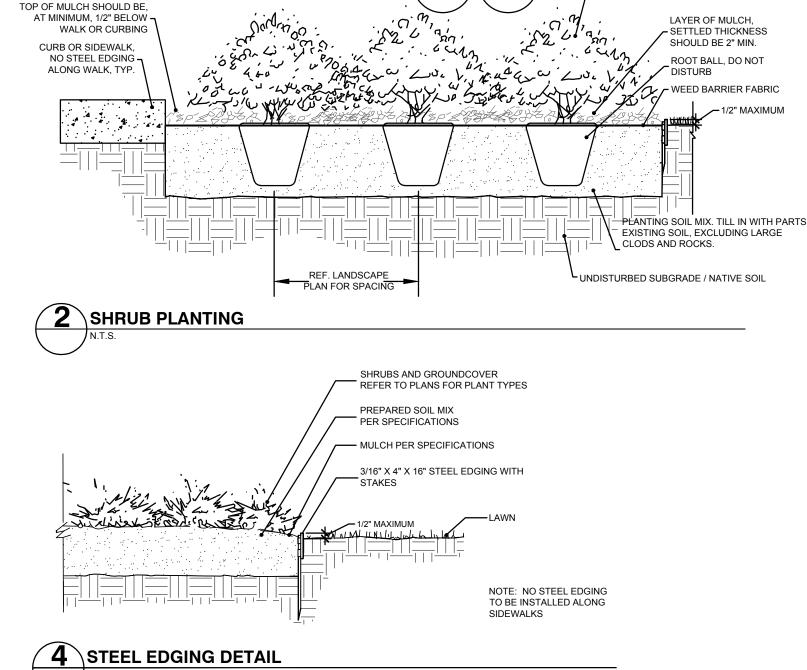
**DETAIL A** 

 DRIVE ANCHOR STRAIGHT DOWN INTO UNDISTURBED SUBBASE SOIL PLACE ANCHOR WITH RING SIDE DOWN AGAINST TOP OF ROOT SEE CHART FOR RECOMMENDED DEPTHS

TREE ROOT BALL -ROOT ANCHOR - TREE TRUNK

U-BRACKET

- TREE STAKE SOLUTIONS, LLC Phone: 281-778-1400 9973 FM 521 Road Rosharon, Texas 77583 Mobile: 903-676-6143 Fax: 281-778-1425
- REMOVE DRIVE ROD • REPEAT STEPS 1 & 2 FOR ALL THREE (3) ANCHOR LOCATIONS PULL BACK ON STRAP APPROXIMATELY 3" FOR THE V-68 ANCHOR, OR 6" TO 7" FOR THE V-88 ANCHOR TO SET ANCHOR INTO A HORIZONTAL OR LOCKED POSITION. A FULCRUM MAY BE REQUIRED TO ASSIST IN SETTING THE
- PLACE "S" HOOK OVER THE END OF THE U-BRACKET
- PULL STRAP UP VERTICALLY UNTIL ROOT ANCHOR RINGS BITE INTO THE TOP OF THE ROOT BALL AND U-BRACKETS ARE SETTING FLUSH ON TOP OF THE ROOT BALL TIE EXCESS STRAP OFF TO THE U-BRACKET ALLOWING ENOUGH REMAINING STRAP TO ADJUST TREE, IF NECESSARY



CENTER ROOT ANCHOR'S INNER RING(S) AROUND TRUNK OF TREE

ALIGN DRIVE ROD AS CLOSE AS POSSIBLE TO OUTSIDE EDGE OF

Project Number: 22156

ᄪᅼ

Issue Date: 7-27-22

Drawn By: AWR

Checked By: AWR

Revisions

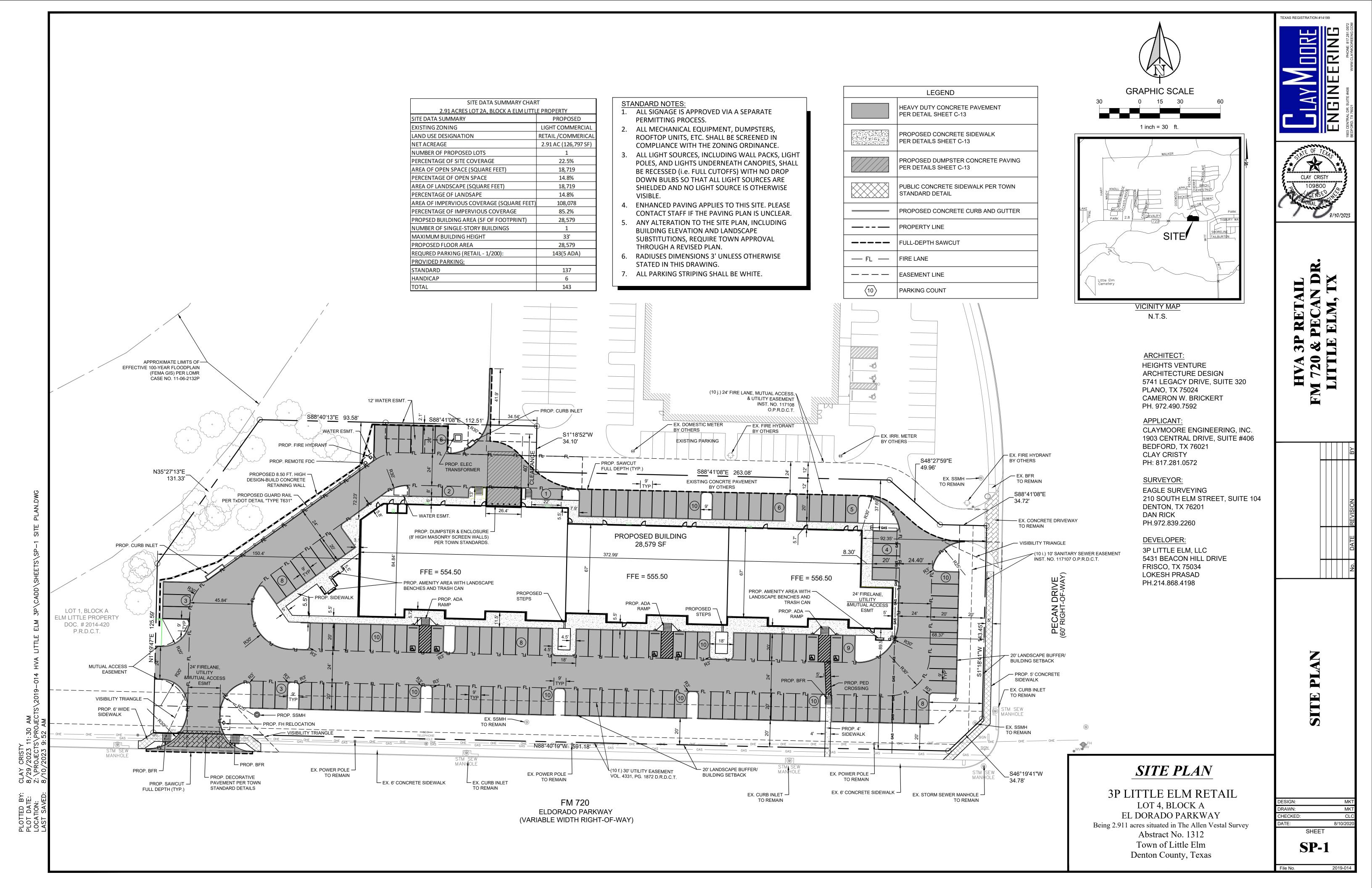
Sheet Title:

LANDSCAPE SPECS AND **DETAILS** 

Sheet Number

## EXHIBIT B

Development Plans - 2091 East Eldorado Parkway



## **CITY NOTES**

- (1) THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING. ALL REQUIRED LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES, THIS SHALL INCLUDE MOWING, EDGING, PRUNING, 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 MATERIAL OR PLANTS NOT A PART OF THE LANDSCAPING.
- (3) NO SUBSTITUTIONS FOR PLANT MATERIALS ARE ALLOWED WITHOUT WRITTEN APPROVAL BY THE DIRECTOR AND ACKNOWLEDGED BY AN APPROVAL STAMP ON THE LANDSCAPE PLAN
- THE RIGHT-OF-WAY ADJACENT TO REQUIRED LANDSCAPE AREAS SHALL BE MAINTAINED BY THE ADJACENT PROPERTY OWNER IN THE SAME MANNER AS THE REQUIRED LANDSCAPE AREA. ALL DRIVEWAYS WILL MAINTAIN VISIBILITY AS APPROVED BY THE DIRECTOR. ALL PLANTINGS INTENDED FOR EROSION CONTROL WILL BE MAINTAINED. THE TOWN MAY REQUIRE REVEGETATION TO PREVENT EROSION OR SLIPPAGE.
- (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)
- WHEN POWER LINES ARE PRESENT, TREES SHALL NOT BE PLANTED UNDERNEATH AND SHOULD BE ORIENTED IN A MANNER TO AVOID CONFLICT. SUBSTITUTION OF PLANT MATERIAL IS NOT ALLOWED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE DIRECTOR.
- (7) ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
- (8) ALL TREES ARE TO BE EQUIPPED WITH A BUBBLER IRRIGATION SYSTEM.
- (9) REQUIRED LANDSCAPED OPEN AREAS AND DISTURBED SOIL AREAS SHALL BE COMPLETELY COVERED WITH LIVING PLANT MATERIAL, PER THE LANDSCAPE ORDINANCE.
- (10) ALL LANDSCAPING SHALL BE IN A PLANNED AREA THAT IS DEFINED BY EDGING, MULCH OR ANOTHER PRACTICE APPROVED BY THE TOWN.
- (11) ALL STREETSCAPE FURNITURE (BENCHES, BOLLARDS, LAMPPOSTS, TRASH RECEPTACLES, PATIO FURNITURE, BIKE RACKS, ETC.) SHALL BE A CHIP AND FLAKE RESISTANT METAL, DECORATIVE, AND GENERALLY BLACK

## PLANTING AND IRRIGATION GUARANTEE

AND EXISTING PLANTS SHALL SURVIVE FOR ONE YEAR AFTER FINAL OWNER ACCEPTANCE OF THE INSTALLATION WORK. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR APPROPRIATE WATERING OF THE LANDSCAPE THROUGH INSTALLATION OF A PROPERLY DESIGNED IRRIGATION SYSTEM. THE OWNER SHALL APPROVE THE SYSTEM DESIGN BEFORE INSTALLATION OF PLANTS OR

51.661 SF

13 TREES

5 TREE

30 TREES

18 TREES

2.91 ACRES

25 POINTS

5 POINTS

5,166 SF (10% OF VEHICULAR USE AREA)

5 TREE (3 PER 5 CANOPY TREES)

18 TREES (3 PER 5 CANOPY TREES)

7,775 SF (15% OF VUA = 50% MORE THAN MINIMUM)

8 TREES (1 PER 20 LF OF FRONTAGE, 150 LF TOTAL)

30 TREES (1 PER 20 LF OF FRONTAGE, 591 LF TOTAL)

13 TREES (1 TREE PER 400 SF OF REQUIRED LANDSCAPE AREA)

FM 720 **ELDORADO PARKWAY** (VARIABLE WIDTH RIGHT-OF-WAY)

> PER ZONING CODE, TREES MUST BE PLANTED A MINIMUM OF 4' FROM UTILITY LINES. LANDSCAPE ARCHITECT RECOMMENDS A MINIMUM OF 10' FROM WET OR PRESSURED UTILITIES. CONTRACTOR TO VERIFY DISTANCE FROM UTILITIES IN THE FIELD.

## GENERAL PLANTING NOTES

- 1. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN). BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED **PREPARATION**
- 2. THE LANDSCAPE CONTRACTOR SHALL CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND OWNER.
- CONTRACTOR SHALL ENSURE THAT THE GRADE IN SOD AREAS SHALL BE 1" BELOW FINISH GRADE AFTER INSTALLING SOIL AMENDMENTS. AND 2" BELOW FINISH GRADE IN SHRUB AREAS AFTER INSTALLING SOIL AMENDMENTS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS, MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL.
- INSTALL SHREDDED HARDWOOD MULCH TOPDRESSING IN ALL PLANTING BEDS (2" DEPTH) AND ALL TREE RINGS (3" DEPTH). DO NOT INSTALL MULCH WITHIN 6" OF TREE
- INSTALL 14G, GREEN STEEL EDGING BETWEEN ALL PLANTING BEDS AND TURF AREAS, AND BETWEEN GROUNDCOVERS AND OTHER PLANTS (WHERE INDICATED ON THE HYDROMULCH ALL DISTURBED AREAS OUTSIDE OF PROPERTY LIMITS (UNLESS SHOWN AS SOD).
- ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
- 9. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES; PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUNDCOVER PATTERNS) SHALL TAKE PRECEDENCE.
- 10. NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED. IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE
- LANDSCAPE DESIGNER IN WRITING (VIA PROPER CHANNELS). PLANTS MAY BE INSPECTED AND APPROVED OR REJECTED ON THE JOBSITE BY THE OWNER OR OWNER'S REPRESENTATIVE.

ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED.

INSTALL 5 OUNCE, WOVEN, NEEDLE-PUNCHED POLYPROPYLENE FABRIC UNDER ALL MULCHED AREAS AND INDIVIDUAL TREE RINGS.

- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR 90 DAYS BEYOND FINAL ACCEPTANCE OF ALL LANDSCAPE WORK BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING, RESTAKING OF TREES, RESETTING OF PLANTS THAT HAVE SETTLED, MOWING AND AERATION OF LAWNS, WEEDING, RESEEDING AREAS WHICH HAVE NOT GERMINATED WELL, TREATING FOR INSECTS AND DISEASES, REPLACEMENT OF MULCH, REMOVAL OF LITTER, REPAIRS TO THE IRRIGATION SYSTEM DUE TO FAULTY PARTS AND/OR WORKMANSHIP, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.
- 13. SHOULD SEEDED AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHAL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL STAND OF GRASS AT NO ADDITIONAL COST TO THE OWNER.
- 14. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR: THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION
- SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE. 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
- SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS. THERE ARE EXISTING TREES ON THIS SITE. EXTREME CARE SHALL BE EXERCISED WHEN WORKING ON SITE TO ENSURE PROTECTION OF ALL EXISTING TREES TO REMAIN. REFERENCE TS SHEETS FOR ADDITIONAL INFORMATION.

## LANDSCAPE CALCULATIONS

INTERIOR LANDSCAPE REQUIREMENTS GROSS VEHICULAR USE AREA:

LANDSCAPE AREA REQUIRED: LANDSCAPE AREA PROVIDED:

TREES REQUIRED:

TREES PROVIDED:

CANOPY TREES REQUIRED - PECAN ST.: CANOPY TREES PROVIDED: ORNAMENTAL TREES REQUIRED - PECAN ST. ORNAMENTAL TREES PROVIDED:

OVERSIZED PROPOSED TREES

CANOPY TREES REQUIRED - FM 720: CANOPY TREES PROVIDED: ORNAMENTAL TREES REQUIRED - PECAN ST.:

PERIMETER LANDSCAPE REQUIREMENTS

ORNAMENTAL TREES PROVIDED:

LANDSCAPE POINTS TOTAL SITE AREA: POINTS REQUIRED:

OPEN SPACE INCREASE 5 POINTS **BUFFERING BERMS** 5 POINTS ENHANCED LANDSCAPING 5 POINTS ENHANCED HARDSCAPE (SEE CIVIL DRAWINGS) 5 POINTS TOTAL POINTS PROVIDED 25 POINTS

TREE MITIGATION (SEE SHEET TD-1 FOR CALCULATIONS) QUALITY TREES REMOVED:

MITIGATION REQUIRED: 192" PROVIDED MITIGATION: \$10,257.08 INTO TREE FUND



SHEET

 $\mathbf{O}$ 

ANDS

3-25-23<sup>ິ</sup>

RETAIL

**3P** 

Δ

SHRUB AREAS

CODE COMMON NAME / BOTANICAL NAME

Yaupon Holly / Ilex vomitoria

Cedar Elm / Ulmus crassifolia

CODE COMMON NAME / BOTANICAL NAME

36" o.c.; 'Burfordıı Nana'

30" o.c.; `Green Beauty`

4' o.c.; 'Taylor'

PHS Mock Orange / Philadelphus

3' o.c.; 'Snowbelle'

4' o.c.; 'Compacta'

GROUND COVERS CODE COMMON NAME / BOTANICAL NAME

CODE COMMON NAME / BOTANICAL NAME

Giant Liriope / Liriope gigantea

Dwarf Burford Holly / Ilex cornuta

Japanese Boxwood / Buxus microphyla

Eastern Red Cedar / Juniperus virginiana

Texas Sage / Leucophyllum frutescens

Aztec Grass / Liriope muscari `Aztec`

Asian Jasmine / Trachelospermum asiaticum

St. Augustine / Stenotaphrum secundatum

Daylıly / Hemerocallıs 'Pandora's Box'

MR Seep Muhly / Muhlenbergia reverchonii

PT2 Italian Stone Pine / Pinus pinea

parking lot tree

street buffer tree

parking lot/site tree

single trunk; street buffer tree

Bigtooth Maple / Acer grandidentatum

Crape Myrtle / Lagerstroemia indica 'Dynamite' CONT. 6" Cal. 12'-14' ht. 21

SIZE

mın. 36" ht.

mın. 36" ht.

mın. 36" ht.

mın. 24: ht.

3 gal.

CONT

I gal

CONT. 6"Cal | 12-14' ht. 7

CONT. 6"Cal | 12-14' ht. 9

CONT. 6"Cal | 12-14' ht. 38

CONT. 6"Cal | 12-14' ht. | 16

251

112

15

14

QTY

517

QTY

86

23,074 sf

SPACING

18" o.c.

20" o.c.

24" o.c. 74

15" o.c. 112

15" o.c. 661

Existing Tree - to remain reference TS-1 \$ TS-2

#### QUALIFICATIONS OF LANDSCAPE CONTRACTOR

- 1. The landscaping shall be performed by a single firm specializing in landscape
- 2. A list of successfully completed projects of this type, size and nature may be requested by the Owner for further qualification measures.
- 3. The Landscape Contractor must hold a valid Nursery and Floral Certificate issued by the Texas Department of Agriculture, as well as operate under a Commercial Pesticide Applicator License - issued by either the Texas Department of Agriculture or the Texas Structural Pest Control Board.

#### SCOPE OF WORK

- 1. Work covered by these sections includes the furnishing of any paying for all materials, labor, services, equipment, licenses, taxes and any other items that are necessary for the execution, installation and completion of all work, specified herein and / or shown on the Landscape Plan.
- 2. All work shall be performed in accordance with all applicable laws, codes and regulations required by authorities having jurisdiction over such work and provide all inspections and permits required by federal, state and local authorities in supply, transportation and installation of materials.
- 3. The Landscape Contractor is responsible for the verification of all underground utility lines (telephone, gas, water, electrical, cable, television, etc...) prior to the start of any

#### PLANT MATERIALS

- 1. Provide plants typical of their species or variety, with normal, densely developed branches and vigorous, fibrous root systems.
- 2. Provide only sound, healthy, vigorous plants free from defects, disfiguring knots, sunscald injuries, frost cracks, abrasions of the bark, plant disease, insect eggs, borers and all other forms of infestation.
- 3. All plants shall be balled and burlapped or container grown as specified. No container grown stock will be accepted if it is root bound. All root wrapping material made of synthetics shall be removed at time of planting.
- 4. All material shall conform to the guidelines established by the American Association
- 5. Cracked or mushroomed rootballs are not acceptable.
- 6. Caliper measurement for standard (single trunk) trees shall be taken as follows: Six inches above the natural grade line for trees up to and including four inches in caliper; and twelve inches above the natural grade line for trees exceeding four inches in caliper - unless specified differently on the Landscape Plan.
- 7. Multi-trunk trees shall be measured by their overall planted height.

#### **PRODUCTS**

- 1. All manufactured products will be new.
- 2. Topsoil: A friable, loamy topsoil (or silty sand) with minimal clay clods.
- 3. Planting Mix: An equal part mixture of topsoil, sand and compost.
- 4. Starter Fertilizer: A 13-13-13 ratio with 25% scu, 5% sulfur, 2% iron and additional micronutrients.
- 5. Palm Maintenance Spikes: As manufactured by the Lutz Corp. Phone (800) 203-7740 - or approved equal.
- 6. Pre-Emrgence: Any granular, non-staining pre-emergence that is labeled for the specific ornamentals or turf it will be utilized on. A pre-emergence herbicide is to be applied per the manufacturer's labeled rates.
- 7. Mulch: As specified on the planting plan well decomposed. 8. Steel Edging: Professional steel edging, 14 gauge thick x 4 inches wide factory painted dark green. Acceptable manufacturers include Col-Met or approved equal. 9. Weed Barrier: A 5 ounce, woven, needle-punched fabric. Acceptable product
- includes DeWitt' Pro 5, or approved equal. 10. Tree Anchoring: http://www.treestakesolutions.com

## TREE PLANTING

- 1. Tree holes shall be excavated to a width of two times the width of the rootball, and to a depth equal to the depth of the rootball (less two inches). 2. Scarify the sides and bottom of the tree hole prior to the placement of the tree.
- Remove any glazing that may have been caused during the excavation of the hole. 3. Install the tree so the top of the rootball is one to two inches above the surrounding
- 4. Backfill the tree hole utilizing the existing topsoil from on-site. Clay, rocks and other debris shall be removed from the soil prior to the backfill. Should additional soil be required to accomplish this task, import additional topsoil from off-site, add no
- additional cost to the Owner. 5. The size of tree anchor shall be per manufacturer's recommendation. Reference http://www.treestakesolutions.com or approved equal.
- 6. Upon completion of the planting, an earth watering basin will be constructed around the tree. The interior of the tree ring will then be covered with the weed barrier cloth, and topdressed with a three inch layer of mulch.

## PALM PLANTING

- 1. Dig the hole the same size as the rootball.
- 2. Use bank sand mixed with the existing soil (75% bank sand and 25% existing soil)
- 3. Begin to backfill around the rootball with the new soil mixture until you are about one-third from the top of the rootball.
- 4. Apply the Palm Maintenance Spikes per the manufacturer's directions.
- 5. Brace the palms using palm braces. Nail the 2 x 4 into the adjustable palm brace. DO NOT nail the 2 x 4 into the palm itself.
- 6. Upon completion of the planting, an earth watering basin will be constructed around the palm. The interior of the watering basis will then be covered with the weed barrier cloth, and topdressed with a three inch layer of mulch.

#### SHRUB AND GROUNDCOVER PLANTING

- 1. Upon approval of the grade left by the General Contractor, the Landscape Contractor will rototill the proposed bed locations (BEFORE adding the imported soil). A six inch depth of the specified planting mix will then be evenly spread over the designated bed area. The planting bed will then be rototilled AGAIN, and a pre-emergence and starter fertilizer will be applied.
- 2. The planting bed will then be hand raked smooth and crowned for proper drainage. 3. Dig the hold twice as wide as the plant's rootball. Install the plant in the hole. Backfill
- 4. Install the weed barrier cloth, overlapping it at the ends. Utilize steel staples to keep the weed barrier cloth in place.
- 5. A three inch depth of mulch will then be installed as a top dressing, covering the entire planting area.

#### TURF AREA PREPARATION

1. The General Contractor will leave all turf areas (excluding the detention ponds) at two (4) inches below final grade. The Landscape Contractor shall import and spread a compacted four inch depth of loamy topsoil - ensuring the soil is compacted. 2. Landscape Contractor will ensure all areas are crowned for proper drainage 3. Apply the starter fertilizer.

#### SODDING

- 1. Sod variety to be as specified on the Landscape Plan.
- 2. Lay sod within 24 hours from the time of stripping. Do not lay if the ground is frozen. 3. Lay the sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod
- strips do not overlap. Stagger strips to offset joints in adjacent courses.
- 4. Water the sod thoroughly with a fine spray immediately after planting to obtain at least six inches of penetration into the soil below the sod.

## 5. Roll the sod to ensure good contact of the sod's root system with the soil underneath.

#### **HYDROMULCHING**

- 1. The hydromulch mix (per 1,000 sf) shall be as follows:
  - WINTER MIX (October 1 March 31)
    - 50# Cellulose Fiber Mulch 2# Unhulled Bermuda Seed
    - 2# Annual Rye Seed
  - 15# 15-15-15 Water Soluble Fertilizer
  - SUMMER MIX (April 1 September 30)
    - 50# Cellulose Fiber Mulch
    - 2# Hulled Bermuda Seed 15# 15-15-15 Water Soluble Fertilizer

#### CLEAN UP

- 1. During landscape preparation and planting, keep all pavement clean and all work areas in a neat, orderly condition.
- 2. All excavated materials will be disposed of legally off the project site.

## INSPECTION AND ACCEPTANCE

- 1. Upon completion of the work, provide the site clean and free of materials and suitable for use as intended.
- 2. When the planting work is completed, the Owner will make an inspection to determine acceptability.
- 3. When the inspected planting work does not comply with the contract documents, replace the rejected work within 24 hours.
- 4. Landscape maintenance will continue until re-inspected by the Owner and found to be acceptable. Once acceptable, Final Acceptance will be issued, and the required maintenance period will commence.

## LANDSCAPE MAINTENANCE

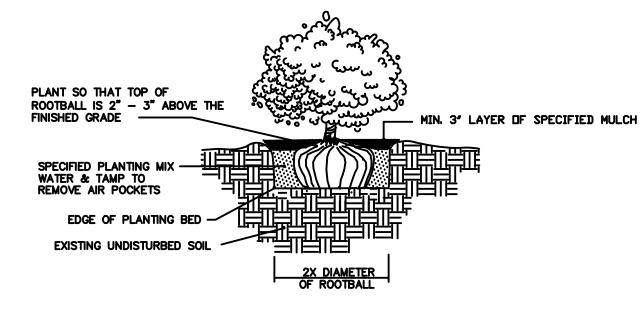
- 1. The maintenance period shall commence once Final Acceptance has been issued by the Owner, and shall continue for a period of ninety (90) days. 2. The monitoring and scheduling of the irrigation system will be the responsibility of the
- Landscape Contractor during this time. Coordinate all scheduling and any access requirements with the Owner. 3. Landscape maintenance shall include, but not be limited to: WEEKLY SITE VISITS
- FOR mowing, edging, blowing, weeding, trimming, pruning, fertilizing, weed control, insect control, disease control, re-staking, re-setting of plants to their proper grade or their upright position, and any other means to keep the plantings healthy, free of insects and diseases, and in a continual thriving condition.

## WARRANTY PERIOD, PLANT GUARANTEE AND REPLACEMENTS

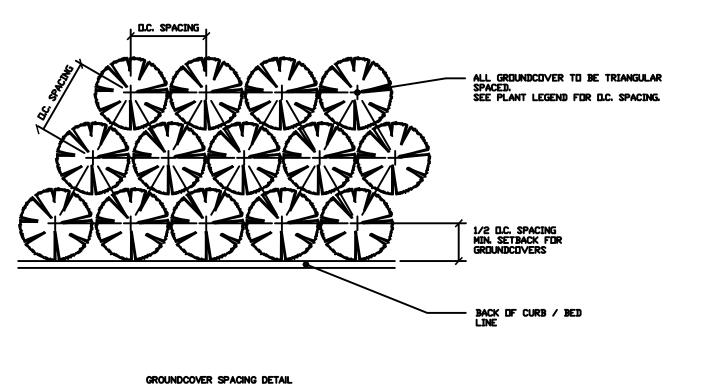
1. Plant materials supplied shall be warranted to remain alive and healthy for a period of twelve (12) months after the date of Final Acceptance by Owner {seasonal annuals for 90 days from Final Acceptance). Plants in an impaired, dead or dying condition after initial acceptance or within the warranty period shall be removed and replaced immediately to the satisfaction of the Owner.

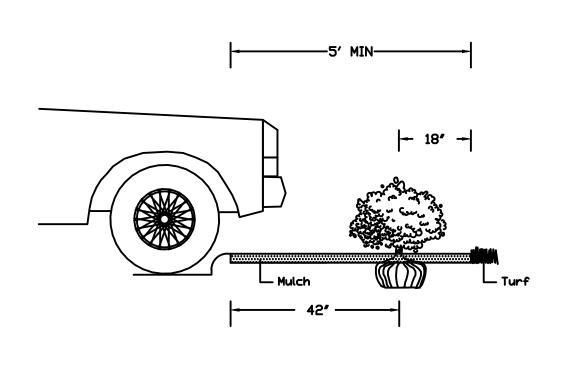
## RECORD DRAWINGS

1. Provide a minimum of (2) copies of record drawings to the Owner upon completion of work. A record drawing is a record of all changes that occurred in the field and that are documented through change orders, addenda, or contractor/consultant drawing markups.

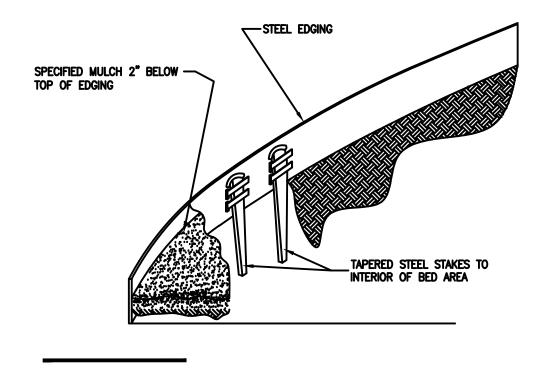


SHRUB/GROUNDCOVER PLANTING DETAIL SCALE: NOT TO SCALE

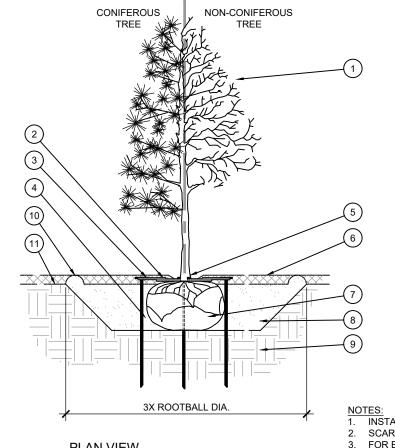




HEDGE PLANTING AT PARKING CURB

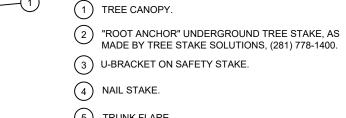


SCALE: NOT TO SCALE



PLAN VIEW

SCALE: NOT TO SCALE



MADE BY TREE STAKE SOLUTIONS, (281) 778-1400. (3) U-BRACKET ON SAFETY STAKE.

(5) TRUNK FLARE.

6 MULCH, TYPE AND DEPTH PER PLANS. DO NOT PLACE MULCH WITHIN 6" OF TRUNK. 7 ROOT BALL, B&B.

8 BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.

9 UNDISTURBED NATIVE SOIL. (10) 4" HIGH EARTHEN WATERING BASIN.

(11) FINISH GRADE.

INSTALL "ROOT ANCHOR" SYSTEM PER MANUFACTURER. SCARIFY SIDES OF PLANTING PIT PRIOR TO SETTING TREE. FOR B&B TREES, CUT OFF BOTTOM 1/3 OF WIRE BASKET BEFORE PLACING TREE IN HOLE, CUT OFF AND REMOVE REMAINDER OF BASKET AFTER TREE IS SET IN HOLE, REMOVE ALL NYLON TIES, TWINE, ROPE, AND OTHER PACKING MATERIAL. REMOVE AS MUCH BURLAP FROM AROUND ROOTBALL AS IS PRACTICAL. 4. REMOVE EXCESS SOIL APPLIED ON TOP OF THE ROOTBALL THAT COVERS THE ROOT FLARE. THE PLANTING HOLE DEPTH SHALL BE SUCH THAT THE ROOTBALL RESTS ON UNDISTURBED SOIL, AND THE

ROOT FLARE IS 2"-3" ABOVE FINISH GRADE. 5. REMOVE ALL NURSERY STAKES AFTER PLANTING.

> **EVERGREEN** (800) 680-6630 15305 Dallas Pkwy., Ste 300 Addison, TX 75001 www.EvergreenDesignGroup.com

M

8-25-23 <sup>~</sup>

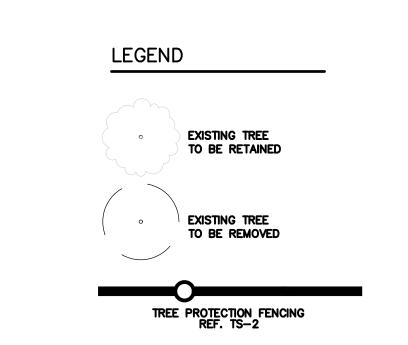
RETAIL E ELM

**3P** 

ANDSCAPE | & SPECIFICA

LP-2

INST. NO. 117108



MITIGATION CALCULATIONS							
TREE #	TREE NAME	DIAMETER	DISPOSITION	CLASS	REPLACEMENT RATIO	MITIGATION INCHES	TREE VALUE
100	ELM	6"	PRESERVED	N/A	N/A	N/A	N/A
101	MESQUITE	30"	PRESERVED	N/A	N/A	N/A	N/A
102	HACKBERRY	10"	PRESERVED	N/A	N/A	N/A	N/A
103	ASH	6"	REMOVED	CLASS 2	4:1	24"	\$497.63
104	BOIS D'ARC	25"	PRESERVED	N/A	N/A	N/A	N/A
105	ELM	14"	PRESERVED	N/A	N/A	N/A	N/A
106	CEDAR	18"	PRESERVED	N/A	N/A	N/A	N/A
107	ASH	14"	PRESERVED	N/A	N/A	N/A	N/A
108	ELM	12"	PRESERVED	N/A	N/A	N/A	N/A
109	ELM	18"	PRESERVED	N/A	N/A	N/A	N/A
110	ASH	8"	PRESERVED	N/A	N/A	N/A	N/A
111	ELM	10"	PRESERVED	N/A	N/A	N/A	N/A
112	BOIS D'ARC	8"	PRESERVED	N/A	N/A	N/A	N/A
113	ELM	10"	PRESERVED	N/A	N/A	N/A	N/A
114	HACKBERRY	10"	REMOVED	CLASS 4	2:1	20"	\$691.15
115	HACKBERRY	6"	REMOVED	CLASS 4	2:1	12"	\$248.81
116	ELM	6"	REMOVED	CLASS 2	4:1	24"	\$497.63
117	BOIS D'ARC	12"	REMOVED	CLASS 4	2:1	24"	\$995.26
118	ELM	13"	REMOVED	CLASS 2	4:1	52"	2336.09
119	ELM	6"	REMOVED	CLASS 2	4:1	12"	\$497.63
120	ELM	6"	REMOVED	CLASS 2	4:1	24"	\$497.63
					TOTAL	192"	\$6,261.82



TS-1

TREE SURVEY

/OORE ERING

HVA 3P RETAIL LITTLE ELM

- THAT IN A VERTICAL DIMENSION OF 23 INCHES ALONG THE DIAGONALS OF THE OPENINGS THERE SHALL BE AT LEAST 7 MESHES. 2. POSTS: POSTS SHALL BE A MINIMUM OF 72 INCHES LONG AND STEEL 'T' SHAPED WITH A MINIMUM WEIGHT OF 1.3 POUNDS PER LINEAR
- 3. TIE WIRE: WIRE FOR ATTACHING THE FABRIC TO THE T-POSTS SHALL BE NOT LESS THAN NO. 12 GAUGE GALVANIZED WIRE, 4. USED MATERIALS: PREVIOUSLY-USED MATERIALS, MEETING THE ABOVE REQUIREMENTS AND WHEN APPROVED BY THE OWNER, MAY

ALL TREES AND SHRUBS (SHOWN TO REMAIN) WITHIN THE PROXIMITY OF THE CONSTRUCTION SITE SHALL BE PROTECTED PRIOR TO BEGINNING ANY DEVELOPMENT ACTIVITY.

EMPLOY THE SERVICES OF AN ISA (INTERNATIONAL SOCIETY OF ARBORICULTURE) CERTIFIED ARBORIST (AND OBTAIN ALL REQUIRED PERMITS) TO PRUNE THE EXISTING TREES FOR CLEANING, RAISING AND THINNING. ENSURE ALL TREES RECEIVE A COMMERCIAL-GRADE ROOT STIMULATOR APPLICATION AFTER PRUNING.

PROTECTIVE FENCING SHALL BE ERECTED OUTSIDE THE DRIPLINE AT LOCATIONS SHOWN IN THE PLANS OR AS DIRECTED BY THE LANDSCAPE CONSULTANT AND/OR CITY ARBORIST OR IN ACCORDANCE WITH THE DETAILS SHOWN ON THE PLANS AT THE DRIP LINE OF TREES (ROOT PROTECTION ZONE, RPZ) AND/OR LANDSCAPE PLANT MATERIAL INCLUDING NATURAL AREAS. FENCING SHALL BE MAINTAINED AND REPAIRED BY THE CONTRACTOR DURING SITE CONSTRUCTION.

PROTECTIVE FENCE LOCATIONS IN CLOSE PROXIMITY TO STREET INTERSECTIONS OR DRIVES SHALL ADHERE TO THE APPLICABLE JURISDICTION'S SIGHT DISTANCE CRITERIA.

THE PROTECTIVE FENCING SHALL BE ERECTED BEFORE SITE WORK COMMENCES AND SHALL REMAIN IN PLACE DURING THE ENTIRE

THE INSTALLATION POSTS WILL BE PLACED EVERY 6 FEET AROUND THE DRIP LINE OR RPZ AND EMBEDDED TO 18 INCHES DEEP. FABRIC ATTACHMENT SHALL BE ATTACHED TO THE INSTALLATION POSTS BY THE USE OF SUFFICIENT WIRE TIES TO SECURELY FASTEN THE FABRIC TO THE 'T-POSTS' TO HOLD THE FABRIC IN A STABLE AND UPRIGHT POSITION.

- 1. DO NOT CLEAR, FILL OR GRADE IN THE RPZ OF ANY TREE.
- 2. DO NOT STORE, STOCKPILE OR DUMP ANY JOB MATERIAL, SOIL OR RUBBISH UNDER THE SPREAD OF THE TREE BRANCHES.
- 3. DO NOT PARK OR STORE ANY EQUIPMENT OR SUPPLIES UNDER THE SPREAD OF THE TREE BRANCHES.
- 4. DO NOT SET UP ANY CONSTRUCTION OPERATIONS UNDER THE SPREAD OF THE TREE BRANCHES (EX. PIPE CUTTING AND THREADING, MORTAR MIXING, PAINTING OR LUMBER CUTTING).
- 5. DO NOT NAIL OR ATTACH TEMPORARY SIGNS METERS, SWITCHES, WIRES, BRACING OR ANY OTHER ITEM TO THE TREES.
- 6. DO NOT PERMIT RUNOFF FROM WASTE MATERIALS INCLUDING SOLVENTS, CONCRETE WASHOUTS, ASPHALT TACK COATS (MC-30 OIL), ETC. TO ENTER THE RPZ. BARRIERS ARE TO BE PROVIDED TO PREVENT SUCH RUNOFF SUBSTANCES FROM ENTERING THE RPZ WHENEVER POSSIBLE, INCLUDING IN AN AREA WHERE RAIN OR SURFACE WATER COULD CARRY SUCH MATERIALS TO THE ROOT SYSTEM OF THE TREE.

ROUTE UNDERGROUND UTILITIES TO AVOID THE RPZ. IF DIGGING IS UNAVOIDABLE, BORE UNDER THE ROOTS, OR HAND DIG TO AVOID SEVERING THEM.

THE CONTRACTOR SHOULD AVOID CUTTING ROOTS LARGER THAN ONE INCH IN DIAMETER WHEN EXCAVATION OCCURS NEAR EXISTING TREES. EXCAVATION IN THE VICINITY OF TREES SHALL PROCEED WITH CAUTION.

REMOVE ALL TREES, SHRUBS OR BUSHES TO BE CLEARED FROM PROTECTED ROOT ZONE AREAS BY HAND.

TREES DAMAGED OR LOST DUE TO CONTRACTOR'S NEGLIGENCE DURING CONSTRUCTION SHALL BE MITIGATED AT THE CONTRACTOR'S EXPENSE AND TO THE PROJECT OWNER'S SATISFACTION.

ANY TREE REMOVAL SHALL BE APPROVED BY THE OWNER PRIOR TO ITS REMOVAL.

COVER EXPOSED ROOTS AT THE END OF EACH DAY WITH SOIL, MULCH OR WET BURLAP.

IN CRITICAL ROOT ZONE AREAS THAT CANNOT BE PROTECTED DUING CONSTRUCTION AND WHERE HEAVY TRAFFIC IS ANTICIPATED, COVER THOSE AREAS WITH EIGHT INCHES OF ORGANIC MULCH TO MINIMIZE SOIL COMPACTION. THIS EIGHT INCH DEPTH OF MULCH SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.

WATER ALL TREES, MOST HEAVILY IMPACTED BY CONSTRUCTION ACTIVITIES, DEEPLY ONCE A WEEK DURING PERIODS OF HOT DRY WEATHER. SPRAY TREE CROWNS WITH WATER PERIODICALLY TO REDUCE DUST ACCUMULATION ON THE LEAVES.

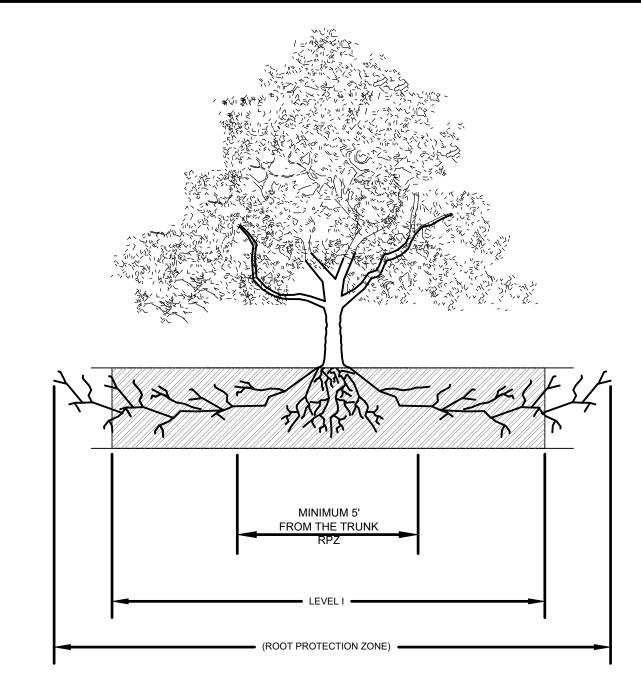
WHEN INSTALLING CONCRETE ADJACENT TO THE ROOT ZONE OF A TREE, USE A PLASTIC VAPOR BARRIER BEHIND THE CONCRETE TO PROHIBIT LEACHING OF LIME INTO THE SOIL.

WHEN AN EXCAVATION OR EMBANKMENT IS PLACED WITHIN THE DRIPLINE OF ANY TREE GREATER THAN EIGHT INCHES IN DIAMETER, A TREE WELL SHALL BE CONSTRUCTED TO PROTECT THE TREE AS INDICATED, WHEN THE CUT OR FILL EXCEEDS EIGHT INCHES.

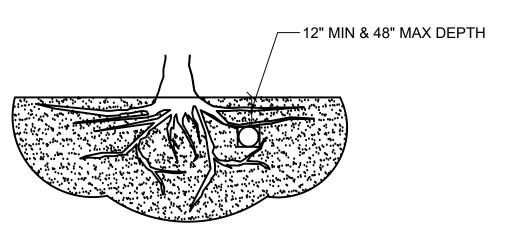
WHERE PAVING OR FILLING IS NECESSARY WITHIN THE DRIPLINE OF ANY TREE EIGHT INCHES OR GREATER, A PERMEABLE PAVEMENT AND AERATION SYSTEM MUST BE INSTALLED.

CONTRACTOR SHALL REMOVE AND PISPOSE OF ALL TREE PROTECTION FENCING WHEN ALL THREATS TO THE EXISTING TREES FROM CONSTRUCTION FELATED ACTIVITIES HAVE BEEN REMOVED. WIEN 15

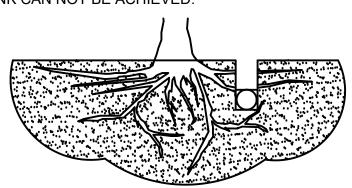
- 1. A ROOT PROTECTION ZONE WILL BE ESTABLISHED AROUND EACH TREE OR ANY VEGETATION TO BE PRESERVED. THE ROOT PROTECTION ZONE SHALL BE AN AREA DEFINED BY THE RADIUS EXTENDING OUTWARD FROM THE TRUNK OF THE TREE A DISTANCE OF ONE (1) LINEAR FOOT FOR EACH INCH DIAMETER INCH AT BREAST HEIGHT (4.5') OF THE TREE. EXAMPLE: A 10-INCH DIAMETER TREE WILL HAVE A 10 FOOT RADIUS ROOT
- 2. NO WORK SHALL BEGIN WERE TREE PROTECTION FENCING HAS NOT BEEN COMPLETED AND APPROVED. TREE PROTECTION FENCING SHALL BE INSTALLED, MAINTAINED AND REPAIRED BY THE CONTRACTOR DURING CONSTRUCTION. THE FENCING WILL BE A MINIMUM OF 4' HEIGHT.
- 3. ALL ROOTS LARGER THAN ONE-INCH IN DIAMETER ARE TO BE CUT CLEANLY. FOR OAKS ONLY, ALL WOUNDS SHALL BE PAINTED WITH WOUND
- 4. EXPOSED ROOTS SHALL BE COVERED AT THE END OF THE WORK DAY USING TECHNIQUES SUCH AS COVERING WITH SOIL, MULCH OR WET
- 5. NO EQUIPMENT, VEHICLES OR MATERIALS SHALL BE OPERATED OR STORED WITHIN THE ROOT PROTECTION ZONE. NO CLEAN-OUT AREAS WILL BE CONSTRUCTED SO THAT THE MATERIAL WILL BE IN OR MIGRATE TO THE ROOT PROTECTION ZONE.
- 6. NO GRADE CHANGE MORE THAN 3" IS ALLOWED WITHIN THE ROOT PROTECTION ZONE.
- ROOTS OR BRANCHES IN CONFLICT WITH CONSTRUCTION SHALL BE CUT CLEANLY ACCORDING TO PROPER PRUNING METHODS. ALL WOUNDS SHALL BE PAINTED WITHIN 30 MINUTES TO PREVENT OAK WILT INFECTION (OAK TREES ONLY).
- 8. ANY TREE REMOVAL SHALL BE APPROVED BY THE LOCAL JURISDICTION'S ARBORIST.
- 9. TREES WHICH ARE DAMAGED OR LOST DUE TO THE CONTRACTOR'S NEGLIGENCE DURING CONSTRUCTION SHALL BE REPLACED WITH TREE QUANTITIES AND SIZES ACCEPTABLE TO THE LOCAL JURISDICTION.
- 10. TREES MUST BE MAINTAINED IN GOOD HEALTH THROUGHOUT THE CONSTRUCTION PROCESS. MAINTENANCE MAY INCLUDE WATERING THE ROOT PROTECTION ZONE AND/OR WASHING FOLIAGE.
- 11. NO WIRES, NAILS OR OTHER MATERIALS MAY BE ATTACHED TO PROTECTED TREES.
- 12. THE ROOT PROTECTION ZONE SHALL BE PRESERVED AT NATURAL GRADE. NO CUTTING, FILLING, TRENCHING, ROOT DISTURBANCE, SOIL DISTURBANCE, OR CONSTRUCTION SHALL OCCUR CLOSER TO THE TRUNK THAN ONE-HALF (1/2) THE ROOT PROTECTION ZONE RADIUS EXCEPT IN PARKING AREAS, WHERE APPROVED ALTERNATIVE MATERIALS AND METHODS MAY BE USED AND CONSTRUCTION MAY OCCUR AS CLOSE AS FIVE (5) FEET FROM THE ROOT FLARES ON ONE SIDE OF THE TREE. NATIVE UNDERSTORY VEGETATION WITHIN THE ROOT PROTECTION ZONE SHALL BE PRESERVED, HOWEVER THE REQUIREMENT DOES NOT APPLY TO ROOT PROTECTION ZONE AREAS THAT HAVE BEEN LANDSCAPED. THE ROOT PROTECTION ZONE MAY BE SHIFTED AND CLUSTERED AS LONG AS THERE IS NO CONSTRUCTION CLOSER TO THE TRUNK THAN ONE-HALF (1/2) THE ROOT PROTECTION ZONE RADIUS. THE CONSTRUCTION OF SIDEWALKS SHALL BE ALLOWED IN THE ROOT PROTECTION ZONE, AS LONG AS EXCAVATION DOES NOT EXCEED THREE (3) INCHES.
- 13. DURING CONSTRUCTION ACTIVITY ON SITE, AT LEAST A SIX-INCH LAYER OF A COARSE MULCH SHALL BE PLACED AND MAINTAINED OVER THE ROOT PROTECTION ZONE. THE IMPERVIOUS COVER MAY ENCROACH WITHIN THE ROOT PROTECTION ZONE IF SAID ENCROACHMENT IS APPROVED BY



TREE PROTECTION FENCE - ELEVATION



TUNNEL TO MINIMIZE ROOT DAMAGE (TOP) AS OPPOSED TO SURFACE-DUG TRENCHES IN ROOT PROTECTION ZONE WHEN THE 5' MINIMUM DISTANCE FROM TRUNK CAN NOT BE ACHIEVED.



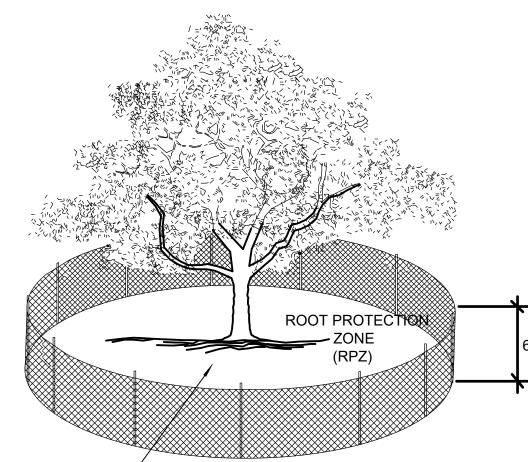
OPEN TRENCHING MAY BE USED IF EXPOSED TREE ROOTS DO NOT EXCEED 3" OR ROOTS CAN BE BENT BACK.



BORING THROUGH ROOT PROTECTION ZONE

TREES THAT ARE MARKED TO BE PRESERVED ON A SITE PLAN AND FOR WHICH UTILITIES MUST PASS TROUGH THEIR ROOT PROTECTION ZONES MAY REQUIRE TUNNELING AS OPPOSED TO OPEN TRENCHES. THE DECISION TO TUNNEL WILL BE DETERMINED ON A CASE BY CASE BASIS BY THE ENGINEER.

TUNNELS SHALL BE DUG THROUGH THE ROOT PROTECTION ZONE IN ORDER TO MINIMIZE ROOT DAMAGE.



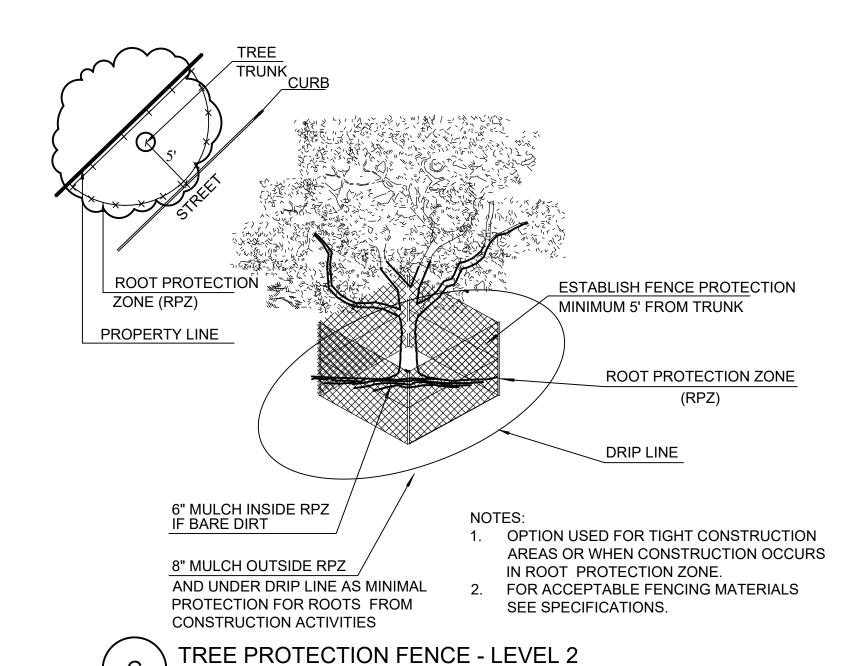
6" MULCH INSIDE RPZ

- THE FENCING LOCATION SHOWN ABOVE IS DIAGRAMATIC ONLY AND WILL CONFORM TO THE DRIP LINE AND BE LIMITED TO PROJECT BOUNDARY. WHERE MULTIPLE ADJACENT TREES WILL BE ENCLOSED BY FENCING, THE FENCING SHALL BE CONTINUOUS AROUND ALL TREES.
- FOR ACCEPTABLE FENCING MATERIALS SEE SPECIFICATIONS.

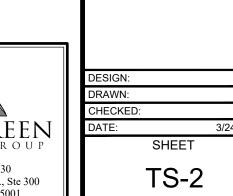


TREE PROTECTION FENCE

SCALE: NOT TO SCALE







SURVEY DETAI

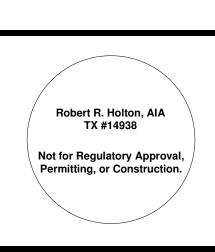
ШΩ

Ш ∞



Δ DATE: ISSUE:
05.21.2019 SITE SUBMITTAL
06.27.2019 SITE RESUBMIT
1 04.XX.202 FACADE REVISION
3

MATERIAL LEGEND



# Heights Venture ARCHITECTURE : DESIGN

HOUSTON DALLAS
1111 North Loop West, Suite 800 5741 Legacy Drive, Suite 320
Houston, Texas 77008 Plano, Texas 75024
713 869 1103 V 972 490 7292 V

## 3P LITTLE ELM RETAIL CENTER

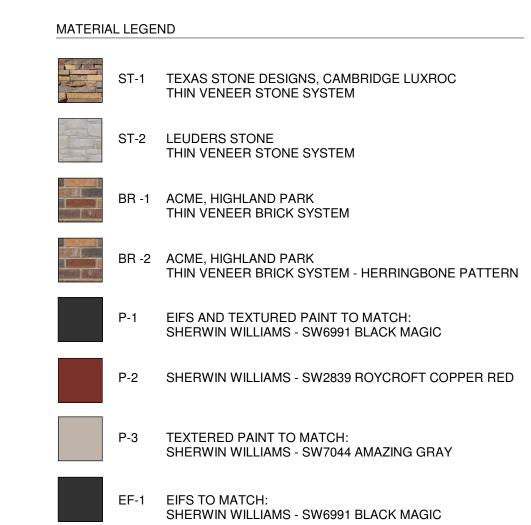
PECAN DR & ELDORADO PKWY LITTLE ELM, TX

Project Number:	Sheet Size:
18225	24 x 36
Date / Time Plotted:	
5/15/2023 3:03:50	PM
Drawn By:	Checked By:
KG	WL
Project Phase:	
CONSTRUCTION	DOCUMENTS

RENDERED ELEVATIONS

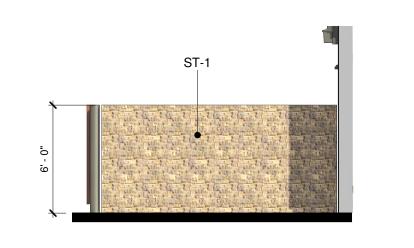
AS102

© COPYRIGHT 2019 HEIGHTS VENTURE

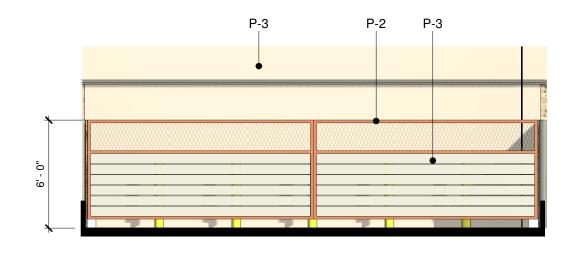


FACADE:	OVERALL SF:	GLAZING SF:	PERCENTAGE:
MAIN FACADE	11,256 S.F.	3,746 S.F.	33%
WEST FACADE	2,090 S.F.	482 S.F.	23%
EAST FACADE	2,110 S.F	632 S.F.	30%
REAR FACADE	9,896 S.F.	0 S.F.	0%

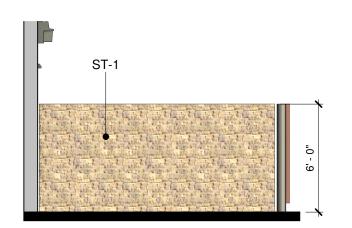
MATERIAL CALCS Front (Primary): 11,256 sf total - 10,131 (90%) Group A - 1,125 (10%) Group C Sides (Primary): 2,110 sf total - 2,026 (96%) Group A - 84 (4%) Group C Rear (Secondary): 9,896 sf total - 2,060 (21%) Group A - 7,836 (79%) Group B



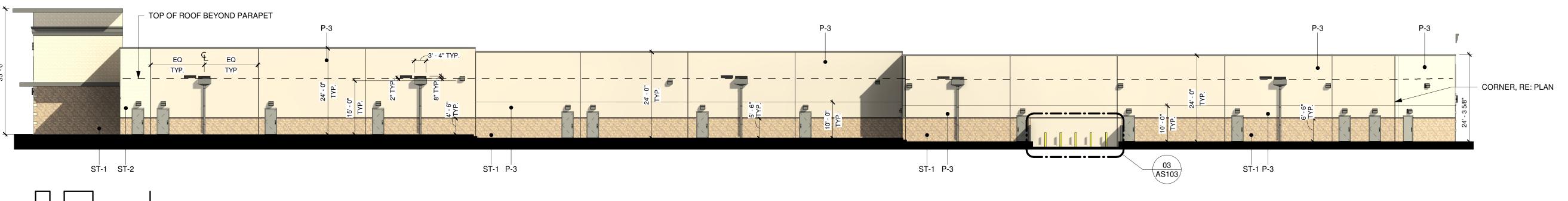
WEST DUMPSTER WALL ELEVATION 3/16" = 1'-0"



NORTH DUMPSTER WALL ELEVATION 3/16" = 1'-0" 03

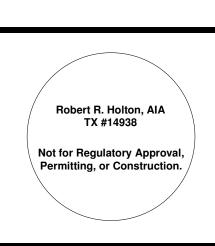


EAST DUMPSTER WALL ELEVATION 3/16" = 1'-0"



OVERALL REAR ELEVATION 1/16" = 1'-0"

05.21.2019 SITE SUBMITTAL 06.27.2019 SITE RESUBMIT 04.XX.202 FACADE REVISION





3P LITTLE ELM RETAIL CENTER

PECAN DR & ELDORADO PKWY LITTLE ELM, TX

18225 24 x 36  Date / Time Plotted: 5/15/2023 3:04:02 PM  Drawn By: Checked By: KG WL	Project Number:	Sheet Size:
5/15/2023 3:04:02 PM Drawn By: Checked By:	*	
,	5/15/2023 3:0	
KG WL	Drawn By:	Checked By:
	KG	WL
	CONSTRUC	TION DOCUMENTS

RENDERED **ELEVATIONS** 

AS103

© COPYRIGHT 2019 HEIGHTS VENTURE