STATE OF TEXAS	§	DEVELOPMENT AGREEMENT FOR
	§	OAK GROVE PD
COUNTY OF DENTON	§	

This Development Agreement for Oak Grove Planned Development ("<u>Agreement</u>") is entered into between Ridge Realty Partners LLC ("<u>Developer</u>"), whose address for purposes of this Agreement is 15769 Pleat Leaf Road, 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 5.172 acres, generally located at the northwest corner of Oak Grove Parkway and Scarlet Falls Drive, 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.** <u>Term.</u> 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 ("**Term**").

Section 3. Agreements. The Parties agree as follows:

A. The negotiated and agreed upon zoning and development standards contained in the Oak Grove PD Ordinance, attached hereto as **Exhibit B**, which incorporate by reference the general zoning regulations of the Town's zoning ordinance, are hereby adopted and incorporated into this agreement as contractually-binding obligations of the Developer.

Section 4. Miscellaneous.

- **A.** Applicability of Town Ordinances. When the Property is developed, Developer shall construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.
- **B.** <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.
- **F.** <u>Cumulative Rights and Remedies</u>. 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.** Waiver of Texas Government Code § 3000.001 et seq. With respect to the improvements constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005.
- **S.** Rough Proportionality. Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement. Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed by this Agreement.

- **T.** Form 1295 Certificate. The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.
- **Undocumented Workers Provision.** The Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the Town notifies Developer of the violation.
- **V.** <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, 87th 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, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

Z. <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, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

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

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

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

DEVELOPER a Ridge Realty Partners LLC company	TOWN OF LITTLE ELM, TEXAS
By: KRISHNATEJA KATEPALLI	By: Matt Mueller Town Manager
Date: 11 02 2023	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	§	
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 § COUNTY OF DENTON §	
Before me, the undersigned authority, or personally appeared MATT MUELLER, Town known to me to be the person whose name is acknowledged to me that he executed the same expressed.	subscribed to the foregoing instrument and
[Seal]	By: Notary Public, State of Texas
	My Commission Expires:
Before me, the undersigned authority, or personally appeared KRISHNATETA KATEPAKATETA KATEPAKATE	wledged to me that he executed the same for d and in the capacity of a duly authorized
TAVARIS MARQUEZ PRAYER, JR. Notary Public, State of Texas Comm. Expires 05-01-2027 Notary ID 134334424	By: Notary Public, State of Texas My Commission Expires: 05 -01 - 2027

EXHIBIT A

Property Description

PROPERTY DESCRIPTION 1.359 ACRES

BEING A 1.359 ACRE TRACT OF LAND SITUATED IN THE DAVID M. CULE SURVEY, ABSTRACT NO. 226, DENTON COUNTY, TEXAS, BEING ALL THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO KELSEY KIRK MARIN, AS RECORDED IN INSTRUMENT NO. 81949, OFFICIAL RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND MAG NAIL AT THE COMMON EAST CORNER OF SAID MARIN TRACT AND LOT 4, BLOCK B, OAK GROVE, AN ADDITION TO DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2020-406, SAID OFFICIAL RECORDS, SAID NAIL BEING ON THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO WILLIAM P. MAROSKI AND BEVERLY MAROSKI, AS RECORDED IN INSTRUMENT NO. 97-R0069147, SAID OFFICIAL RECORDS;

THENCE SOUTH 01° 41' 44" EAST (DEED = SOUTH 00° 04' 44" WEST), A DISTANCE OF 362.61 FEET ALONG THE COMMON LINE OF SAID MARIN AND MAROSKI TRACTS TO A 1/2-INCH IRON ROD FOUND ON THE NORTHEAST LINE OF FARM TO MARKET ROAD NO. 720, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 610.00 FEET:

THENCE ALONG SAID NORTHEAST LINE AND SAID CURVE AN ARC DISTANCE OF 458.93 FEET, HAVING A CHORD BEARING AND DISTANCE OF NORTH 36° 29' 16" WEST - 448.18 FEET TO A 1/2-INCH IRON ROD SET WITH CAP STAMPED "PREMIER SURVEYING" AT THE NORTHWEST CORNER OF SAID MARIN TRACT;

THENCE NORTH 89° 31' 30" EAST ALONG THE NORTH LINE OF SAID MARIN TRACT, PASSING A 5/8-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 1X, AFORESAID BLOCK B, AT A DISTANCE OF 5.13 FEET AND CONTINUING ALONG THE COMMON LINE OF SAID MARIN TRACT AND SAID LOT 1X, PASSING A 1/2-INCH IRON ROD FOUND AT THE COMMON SOUTH CORNER OF SAID LOT 1X AND LOT 2, SAID BLOCK, AT A DISTANCE OF 55.85 FEET AND CONTINUING ALONG THE COMMON LINE OF SAID MARIN TRACT AND SAID LOT 2, PASSING A 1/2-INCH IRON ROD FOUND AT THE COMMON SOUTH CORNER OF SAID LOT 2 AND LOT 3, SAID BLOCK, AT A DISTANCE OF 114.85 FEET AND CONTINUING ALONG THE COMMON LINE OF SAID MARIN TRACT AND SAID BLOCK B A TOTAL DISTANCE OF 255.79 FEET TO THE POINT OF BEGINNING AND CONTAINING 59,201 SQUARE FEET OR 1.359 ACRES OF LAND.

PROPERTY DESCRIPTION - 3.813 ACRES

BEING ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND SITUATED IN THE D. M. CULE SPEER SURVEY ABSTRACT NUMBER 226 IN THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS, BEING A PART OF THAT CERTAIN TRACT OF LAND CONVEYED BY DEED FROM SUBURBAN PROPANE, L.P. TO WILLIAM P. MAROSKI AND BEVERLY MAROSKI RECORDED UNDER CLERK'S FILE NUMBER 97-R0069147, REAL PROPERTY RECORDS, DENTON COUNTY. TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED IRON ROD MARKED RPLS 4561 FOUND FOR CORNER IN THE NORTH LINE OF FARM TO MARKET HIGHWAY NUMBER 720 ALSO KNOWN AS OAK GROVE PARKWAY, A PUBLIC ROADWAY HAVING A VARIABLE WIDTH RIGHT-OF-WAY SAID POINT BEING THE SOUTHEAST CORNER OF THE REMNANT OF THAT CERTAIN TRACT OF LAND CONVEYED BY DEED FROM NORTH DALLAS BANK AND TRUST COMPANY TO KELSEY KIRK MARIN RECORDED UNDER DOCUMENT NUMBER 2021-81949, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE N 00° 42' 37" W, 384.86 FEET WITH THE EAST LINE OF SAID MARIN TRACT TO A POINT IN A FENCE CORNER FOR CORNER, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 5, BLOCK B OF OAK GROVE, AN ADDITION TO THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED UNDER DOCUMENT NUMBER 2020-406, PLAT RECORDS, DENTON COUNTY, TEXAS;

THENCE S 75° 08' 02" E, 417.50 FEET WITH THE SOUTH LINE OF SAID BLOCK B OF SAID OAK GROVE TO A CAPPED IRON ROD MARKED RPLS 4561 SET FOR CORNER, SAID POINT BEING THE NORTHWEST CORNER OF LOT 19X IN SAID BLOCK B OF SAID OAK GROVE;

THENCE S 00° 37' 38" E, 417.50 FEET WITH THE WEST LINE OF SAID LOT 19X AND WITH THE WEST LINE OF SCARLETT FALLS DRIVE, A PUBLIC ROADWAY HAVING A VARIABLE WIDTH RIGHT-OF-WAY TO A CAPPED IRON ROD MARKED KHA FOUND FOR CORNER IN SAID NORTH LINE OF SAID FARM TO MARKET HIGHWAY;

THENCE N 75° 14' 04" W, 257.30 FEET WITH SAID NORTH LINE OF SAID F. M. HIGHWAY TO A CAPPED IRON ROD MARKED RPLS 4561 FOUND FOR CORNER;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16° 09' 13", A RADIUS OF 610.00 FEET, AN ARC LENGTH OF 171.98 FEET, WHOSE CHORD BEARS N 64° 21' 19" W, 171.41 FEET WITH SAID NORTH LINE OF SAID F. M. HIGHWAY TO THE PLACE OF BEGINNING AND CONTAINING 3.813 ACRES OF LAND.

EXHIBIT B
Oak Grove PD Ordinance

TOWN OF LITTLE ELM ORDINANCE NO. 1737

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY ESTABLISHING A NEW PLANNED DEVELOPMENT - LIGHT COMMERCIAL (PD-LC) DISTRICT IN ORDER TO ALLOW A NEW COMMERCIAL DEVELOPMENT WITH MODIFIED DEVELOPMENT STANDARDS ON APPROXIMATELY 5.172 ACRES OF LAND, GENERALLY LOCATED ON THE NORTHWEST CORNER OF OAK GROVE PARKWAY AND SCARLET FALLS DRIVE; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, a request for Planned Development-Light Commercial (PD-LC) with modified development standards on approximately 5.172 acres of land, more specifically described in the exhibits, attached hereto; and

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

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

WHEREAS, at its regular meeting held on October 5, 2023 the Planning & Zoning Commission considered and made recommendations on Case No. PD-23-10136; 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 establishing a new Planned Development-Light Commercial (PD-LC) based on Light Commercial (LC) district requirements with modified uses and development standards in order to allow a new commercial development on approximately 5.172 acres of land generally located on the northwest corner of Oak Grove Parkway and Scarlet Falls Drive, 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 shall be in accordance with the Light Commercial (LC) District and all applicable provisions of Chapter 106 – Zoning Ordinance in general, unless otherwise specified herein:

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 7th day of November, 2023.

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

Exhibit AMetes and Bounds

PROPERTY DESCRIPTION 1.359 ACRES

BEING A 1.359 ACRE TRACT OF LAND SITUATED IN THE DAVID M. CULE SURVEY, ABSTRACT NO. 226, DENTON COUNTY, TEXAS, BEING ALL THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO KELSEY KIRK MARIN, AS RECORDED IN INSTRUMENT NO. 81949, OFFICIAL RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND MAG NAIL AT THE COMMON EAST CORNER OF SAID MARIN TRACT AND LOT 4, BLOCK B, OAK GROVE, AN ADDITION TO DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2020-406, SAID OFFICIAL RECORDS, SAID NAIL BEING ON THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO WILLIAM P. MAROSKI AND BEVERLY MAROSKI, AS RECORDED IN INSTRUMENT NO. 97-R0069147, SAID OFFICIAL RECORDS;

THENCE SOUTH 01° 41' 44" EAST (DEED = SOUTH 00° 04' 44" WEST), A DISTANCE OF 362.61 FEET ALONG THE COMMON LINE OF SAID MARIN AND MAROSKI TRACTS TO A 1/2-INCH IRON ROD FOUND ON THE NORTHEAST LINE OF FARM TO MARKET ROAD NO. 720, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 610.00 FEET:

THENCE ALONG SAID NORTHEAST LINE AND SAID CURVE AN ARC DISTANCE OF 458.93 FEET, HAVING A CHORD BEARING AND DISTANCE OF NORTH 36° 29' 16" WEST - 448.18 FEET TO A 1/2-INCH IRON ROD SET WITH CAP STAMPED "PREMIER SURVEYING" AT THE NORTHWEST CORNER OF SAID MARIN TRACT;

THENCE NORTH 89° 31' 30" EAST ALONG THE NORTH LINE OF SAID MARIN TRACT, PASSING A 5/8-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 1X, AFORESAID BLOCK B, AT A DISTANCE OF 5.13 FEET AND CONTINUING ALONG THE COMMON LINE OF SAID MARIN TRACT AND SAID LOT 1X, PASSING A 1/2-INCH IRON ROD FOUND AT THE COMMON SOUTH CORNER OF SAID LOT 1X AND LOT 2, SAID BLOCK, AT A DISTANCE OF 55.85 FEET AND CONTINUING ALONG THE COMMON LINE OF SAID MARIN TRACT AND SAID LOT 2, PASSING A 1/2-INCH IRON ROD FOUND AT THE COMMON SOUTH CORNER OF SAID LOT 2 AND LOT 3, SAID BLOCK, AT A DISTANCE OF 114.85 FEET AND CONTINUING ALONG THE COMMON LINE OF SAID MARIN TRACT AND SAID BLOCK B A TOTAL DISTANCE OF 255.79 FEET TO THE POINT OF BEGINNING AND CONTAINING 59,201 SQUARE FEET OR 1.359 ACRES OF LAND.

PROPERTY DESCRIPTION - 3.813 ACRES

BEING ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND SITUATED IN THE D. M. CULE SPEER SURVEY ABSTRACT NUMBER 226 IN THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS, BEING A PART OF THAT CERTAIN TRACT OF LAND CONVEYED BY DEED FROM SUBURBAN PROPANE, L.P. TO WILLIAM P. MAROSKI AND BEVERLY MAROSKI RECORDED UNDER CLERK'S FILE NUMBER 97-R0069147, REAL PROPERTY RECORDS, DENTON COUNTY. TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED IRON ROD MARKED RPLS 4561 FOUND FOR CORNER IN THE NORTH LINE OF FARM TO MARKET HIGHWAY NUMBER 720 ALSO KNOWN AS OAK GROVE PARKWAY, A PUBLIC ROADWAY HAVING A VARIABLE WIDTH RIGHT-OF-WAY SAID POINT BEING THE SOUTHEAST CORNER OF THE REMNANT OF THAT CERTAIN TRACT OF LAND CONVEYED BY DEED FROM NORTH DALLAS BANK AND TRUST COMPANY TO KELSEY KIRK MARIN RECORDED UNDER DOCUMENT NUMBER 2021-81949, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE N 00° 42' 37" W, 384.86 FEET WITH THE EAST LINE OF SAID MARIN TRACT TO A POINT IN A FENCE CORNER FOR CORNER, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 5, BLOCK B OF OAK GROVE, AN ADDITION TO THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED UNDER DOCUMENT NUMBER 2020-406, PLAT RECORDS, DENTON COUNTY, TEXAS;

THENCE S 75° 08' 02" E, 417.50 FEET WITH THE SOUTH LINE OF SAID BLOCK B OF SAID OAK GROVE TO A CAPPED IRON ROD MARKED RPLS 4561 SET FOR CORNER, SAID POINT BEING THE NORTHWEST CORNER OF LOT 19X IN SAID BLOCK B OF SAID OAK GROVE;

THENCE S 00° 37' 38" E, 417.50 FEET WITH THE WEST LINE OF SAID LOT 19X AND WITH THE WEST LINE OF SCARLETT FALLS DRIVE, A PUBLIC ROADWAY HAVING A VARIABLE WIDTH RIGHT-OF-WAY TO A CAPPED IRON ROD MARKED KHA FOUND FOR CORNER IN SAID NORTH LINE OF SAID FARM TO MARKET HIGHWAY;

THENCE N 75° 14' 04" W, 257.30 FEET WITH SAID NORTH LINE OF SAID F. M. HIGHWAY TO A CAPPED IRON ROD MARKED RPLS 4561 FOUND FOR CORNER;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16° 09' 13", A RADIUS OF 610.00 FEET, AN ARC LENGTH OF 171.98 FEET, WHOSE CHORD BEARS N 64° 21' 19" W, 171.41 FEET WITH SAID NORTH LINE OF SAID F. M. HIGHWAY TO THE PLACE OF BEGINNING AND CONTAINING 3.813 ACRES OF LAND.

Exhibit B PD Standards

PLANNED DEVELOPMENT DISTRICT STATEMENT OF INTENT AND PURPOSE

This zoning submittal encompasses approximately 5.172 total acres of land within the Town of Little Elm, more fully described on the legal description attached as Exhibit A (the "Property"). The planned development ("PD") will allow for a new commercial development, consisting of six buildings, featuring medical office, general office, retail, and restaurant uses, with one end-cap drive thru component. The elements within this PD will contribute to a high-quality multitenant commercial development that enhances the natural characteristics of the property, while still providing the highest and best use for the property based on its location and access, as well as help serve as the gateway into the Town. This PD will provide the zoning regulations, as depicted in Exhibit B, necessary to develop the site. The final layout must generally conform to Exhibit C.

It is the intent of this PD to primarily follow the Light Commercial (LC) zoning regulations as the base district, with modified development standards and uses as outlined within this PD ordinance, therefore amending the existing Town of Little Elm Zoning Map. Any conflict between this PD and the Zoning Ordinance shall be resolved in favor of those regulations set forth in this PD, or as may be ascertained through the intent of this PD. As used herein "Zoning Ordinance" means the comprehensive zoning of the Town of Little Elm, Texas, in effect on the effective date of this Agreement, except otherwise defined in this Agreement. Uses and development regulations specifically modified, designated, or included in this PD shall not be subject to amendment after the date of the adoption of this PD (the "Effective Date") (whether through the amendment of the Zoning Ordinance or otherwise), except through an amendment of this PD. Uses and development regulations which otherwise are not specifically modified, designated or included in this PD shall be controlled by the "Zoning Ordinance", unless the context provides to the contrary.

As used herein, "Director" means the Director of Development Services.

Conceptual plan required. The Concept Plan attached hereto as Exhibit C, and incorporated herein by reference, demonstrates potential locations and relationships of the uses permitted under this PD. An amendment to a concept plan approved as a part of the ordinance establishing the planned development district is a change in zoning district classification and must follow the same procedures set forth in Section 106.04.03, except the Director may approve minor revisions which do not alter the basic relationship of the proposed development.

PLANNED DEVELOPMENT DISTRICT STANDARDS

Except as otherwise set forth in these development standards, the development of this area shall follow the regulation of the Town Little Elm's Zoning Ordinance and the Subdivision Ordinance, as they exist, or may be amended, at the time of development.

GENERAL CONDITIONS FOR THE PD

1. Purpose:

The purpose of this Planned Development is to allow for a mixture of commercial retail, restaurant, and office uses supported by complimentary development standards that allow for the development to also serve as a gateway for the Town. This PD will allow for alternative standards to off-street parking requirement to serve the overall development, modification of the parking island requirements, maximum lot coverage requirements, and an alternative to the foundation planting requirement. Anticipated construction start in 2nd quarter of 2024.

2. Base Zoning District:

The permitted uses and standards will be in accordance with the Light Commercial District (LC) zoning district as defined in the Zoning Ordinance, unless otherwise specified in the PD regulations.

3. Uses:

All permitted uses in the Light Commercial (LC) district shall be allowed with the same provisions and restrictions, including uses permitted by a Specific Use Permit (SUP) and Conditional Use Permit (C), except as noted below:

Uses Permitted by Right

- Restaurant with Drive-Thru (as shown on Concept Site Plan)
- 4. <u>Lot Regulations</u>: Setbacks, side yards, rear yards, maximum building heights, maximum floor area, and landscape buffers shall be in accordance with the Zoning Ordinance, unless otherwise specified in the PD.

Maximum Lot Coverage: 80%

5. <u>Architectural Standards:</u> Architectural standards shall be in accordance with the Zoning Ordinance. Reference Sec. 106.06.05 for architectural standards for commercial structures, except as specified below.

Architectural standards as provided on Architectural façade plans.

6. <u>Landscape.</u> All provisions within Article VI. Division 4. Landscaping and Tree Preservation shall be met, as it exists or may be amended in accordance with the standards in effect at the time of development, or requested change, unless otherwise shown on the Landscape Plans attached hereto.

Foundation plantings or sidewalk tree gates are to be omitted, and instead, additional pedestrian features such as plazas, seating areas, fountains, and/or outdoor recreation facilities will occupy an area equal to or greater than ten percent of the total building area in accordance with Sec 106.06.18.b.d.

7. <u>Parking Regulations:</u> All provisions within Article VI. Division 4. Parking, Stacking, and Loading Standards shall be met except as specified below:

Off-Street Parking: Shared parking will be allowed between all tenants during different peak hour needs. Shared Parking Requirement: Provide one parking stall per 250 SF of building floor area.

Landscaped Parking Islands:

Provide one landscaped parking island for every 10 parking stalls unless double row parking is provided, internal to the site, as shown in site plan. Provide one landscaped parking island for every 14 stalls for double row parking as shown in site plan.

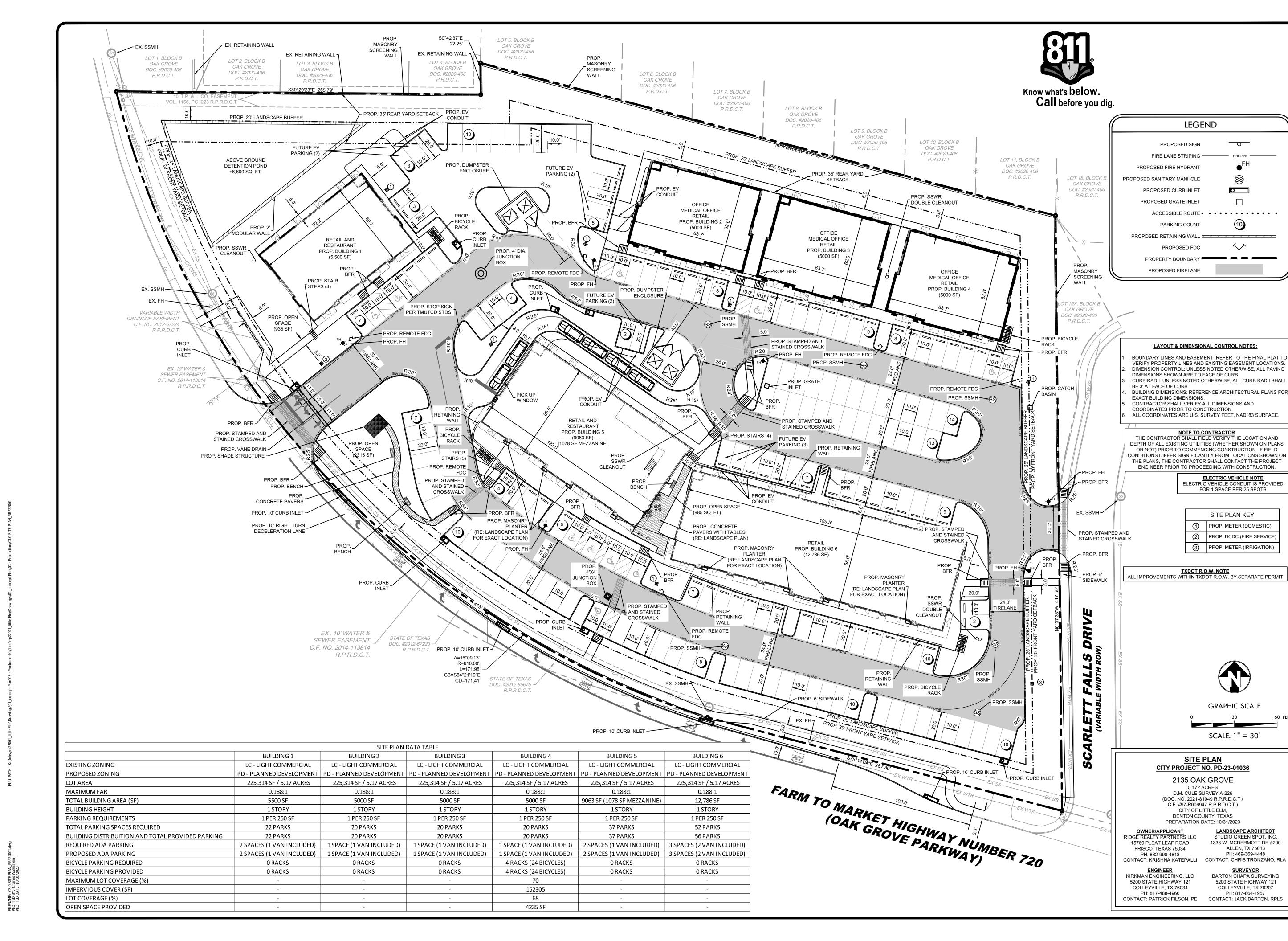
- **8.** <u>Screening:</u> All provisions within Article VI. Division 3 Screening Walls and Fences shall be met.
- 9. <u>Signs:</u> All provisions within Chapter 86 Sign Ordinance shall be met except as specified below:

Restaurant drive-thru menu sign and speaker: Drive-thru menu sign and speaker system location as shown on the Site Plan. Any drive-up or drive-thru speaker system shall emit no more than fifty (50) decibels of noise level, measured at the property boundary where subject tracts are adjacent to residential uses.

Waivers:

- Provide one parking stall per 250 SF of building floor area.
- Internal double row of parking shall provide landscape islands every 14 spaces, as shown in site plan.
- Maximum Lot Coverage to be 80%.
- Alternative foundation planting requirement provided through enhanced pedestrian amenities
- Drive-Thru by right, only as shown on the Concept Plan

Exhibit CDevelopment Plans



PRELIMINARY FOR REVIEW ONLY THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND NOT INTENDED FOR THE **PURPOSES OF CONSTRUCTION** BIDDING OR PERMIT. THEY WERE PREPARED BY, OR UNDER THE SUPERVISION OF: PATRICK C. FILSON

P.E.# 108577

DATE: October 31, 2023

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FIRELANE

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RIDGE REALTY PARTNERS LLC

15769 PLEAT LEAF ROAD FRISCO, TEXAS 75033 PH: 832-998-4818 KRISHNA KATEPALLI

> OF LITTL! COUNTY, TOWN (

KIRKMAN ENGINEERING, LLC

60 FEET

ALLEN, TX 75013

PH: 469-369-4448

PH: 817-864-1957

5200 STATE HIGHWAY 121

COLLEYVILLE, TX 76034 TEXAS FIRM NO. 15874

JOB NUMBER: RRP22001_LITTLE ELM

ISSUE DATE:

CONCEPT PLAN

SITE TREE REQUIREMENTS Requirements: 10% of gross vehicular area to be landscaped. (1) large canopy tree (4" cal.) per 400 s.f. of required landscaped

Vehicular Area: (88,116.05 s.f.)

Required Provided 8,811.61 s.f. (10%) 59,533 s.f. (68%) Provided (22) trees (4" cal.) (133) trees (4" cal.)

PARKING LOT

Requirement: One (1) large canopy tree per island and one island for every (10) Perimeter vehicular screening provided with 36" ht. evergreen shrubs

Provided

PERIMETER LANDSCAPE REQUIREMENTS

Requirements: Perimeter vehicular screening with evergreen shrubs (36" Ht.)

Provided

Requirements: (1) large tree per 20 l.f. and (3) ornamental per 5 large trees required in perimeter buffer areas.

OAK GROVE PKWY - (885 l.f.)

Required 45 trees (4" cal.) 28 ornamental trees

43 trees (4" cal.) 42 ornamental trees (5:1 ornamental to large tree replacement rate) PERIMETER LANDSCAPE REQUIREMENTS

Requirements: Perimeter vehicular screening with evergreen shrubs (36" Ht.)

Provided

Requirements: (1) large tree per 20 l.f. and (3) ornamental per 5 large trees required in perimeter buffer areas.

Perimeter vehicular screening provided with 36" ht. evergreen

Scarlett Falls Drive - (417 l.f.)

Required 21 trees (4" cal.) 19 trees (4" cal.) 24 ornamental trees 13 ornamental trees (5:1 ornamental to large tree replacement rate)

PERIMETER LANDSCAPE REQUIREMENTS

Requirements: Double row of trees four inch caliper minimum on offset 15 foot centers is planted within the required rear landscape edge, where 50 percent of the trees are large trees

North Property Line - (696 l.f.)

Required Provided 88 trees 90 trees 44 large trees (4" cal.) 45 large trees (4" cal.) 44 ornamental trees 45 ornamental trees

FOUNDATION PLANTING- (building s.f.= 36,849 s.f.)

Open Space required- 3,685 s.f. Open Space provided- 3,703 s.f. In place of foundation planting 10% of the building square footage is being provides as outdoor open spaces area. The open space area

will include concrete pavers in the patio and walk area, table and chairs,

LANDSCAPE DESIGN OPTIONS 25 POINTS REQUIRED

shade structure and benches.

Enhanced Entranceway Paving (Concrete Pavers) - 5 points Enhanced Hardscape (Sidewalk Enhancements) - 5 points Enhanced Landscape in Entryways - 5 points Open Space Provisions Greater than Required (20-30%) - 5 points Masonry Planters (4 min) - 5 points Total points = 25 points

PLANT MATERIAL SCHEDULE: LOT 2

TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
CE	26	Cedar Elm	Ulmus crassifolia	4" cal.	B&B, 12' ht., 5' spread, 6' clear straight trunk
LO	26	Live Oak	Quercus virginiana	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
CM	58	Crepe Myrtle	Lagerstroema indica	3" cal.	container, 10' ht., multi-trunk, tree form
TY	58	Tree Yaupon	llex vomitoria	3" cal.	container, 10' ht., mutli-trunk, tree form
RO	36	Red Oak	Quercus shumardii	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
ERC	45	Eastern Red Cedar	Juniperus virginiana	4" cal.	B&B, 10' ht., full to base, 4 ' spread
SHRUBS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
NPH	498	Needlepoint Holly	llex x cornuta 'needlepoint'	7 gal.	container grown, 36" ht., 24" spread
NRS	40	Nellie R. Stevens Holly	Ilex x 'Nellie R Stevens'	7 gal.	container grown, 30" ht., 24" spread
MIS	89	Miscanthus	Miscanthus sinensis	5 gal.	container grown, 24" ht., 20" spread
LOR	23	Loropetalum	Loropetalum sinensis	3 gal.	container grown, 24" ht., 20" spread
DYH	29	Dwarf Yaupon Holly	Ilex vomitoria 'Nana	3 gal.	container grown, 20" spread
DWM	26	Dwarf Wax Myrtle	Myrica Pusilla	5 gal.	contianer grown, 24" ht., 20" spread
SY	32	Soft Leaf Yucca	Yucca recurvifolia	5 gal.	container grown, 24" ht., 20" spread
GROUND	COVERS			l	
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
LIR	595	Liriope	Liriope Muscari	4" pots	container full, well rooted
SC	209	Seasonal Color	Liliopo iviuscari	4" pots	selection by owner
	200	'419' Bermudagrass	Cynodon dactylon '419'	- pois	solid sod refer to notes
		+10 Dominadagrass	Syriodoir dactyloir 419		cond dod folor to flotos
NOTE:	NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material				peights and spreads are minimums. All plant material
shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.					
Shall most of oxocoa formation as indicated. All trees to have straight traines and be matering within varieties.					

SOLID SOD BERMUDA GRASS

TYPICAL FOR ALL TURF AREAS

TOWN OF LITTLE ELM LANDSCAPE NOTES

- THE OWNER, TENANT AND THEIR AGENT, IF ANY SHALL BE JOINTLY AND SEVERELY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING. ALL REQUIRED SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, AND FERTILIZING, WATERING, WEEDING AND SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING.
- 2. LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH ACTIVITIES COMMON TO MAINTENANCE OF LANDSCAPING.
- 3. NO SUBSTITUTIONS FOR PLANT MATERIALS ARE ALLOWED WITHOUT WRITTEN APPROVAL BY THE DIRECTOR AND ACKNOWLEDGED BY AN APPROVAL STAMP ON THE LANDSCAPE PLAN.
- 4. THE RIGHT-OF-WAY ADJACENT TO REQUIRED LANDSCAPE AREAS SHALL BE MAINTAINED BY THE ADJACENT PROPERTY OWNER IN HE SAME MANNER AS THE REQUIRED LANDSCAPE AREA. ALL DRIVEWAYS WILL MAINTAIN VISIBILITY AS APPROVED BY THE DIRECTOR. ALL PLANTINGS INTENDED FOR EROSION CONTROL WILL BE MAINTAINED THE TOWN MAY REQUIRE RELEGATION TO PREVENT EROSION OR SLIPPAGE.
- 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.
- ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLER AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
- ALL TREES ARE TO BE EQUIPPED WITH A BUBBLER IRRIGATION SYSTEM.
- REQUIRED LANDSCAPED OPEN AREA AND DISTURBED AREAS SHALL BE COMPLETELY COVERED WITH LIVING PLANT MATERIAL, PER THE LANDSCAPE ORDINANCE.
- ALL LANDSCAPING SHALL BE PLANNED AREAS THAT IS DEFINED BY EDGING, MULCH OR ANOTHER PRACTICE APPROVED BY THE TOWN.
- 11. ALL STREETSCAPE FURNITURE (BENCHES, BOLLARDS, LAMPPOST, TRASH RECEPTACLES, PATIO FURNITURE, BIKE RACKS, 3. ETC.) SHALL BE A CHIP AND FLAKE RESISTANT METAL, DECORATIVE, AND GENERALLY BLACK "STORM CLOUD" IN COLOR.

LANDSCAPE NOTES

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

GENERAL LAWN NOTES

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

SOLID SOD NOTES

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

1782 W. McDERMOTT DR. ALLEN, TEXAS 75013 (469) 369-4448 CHRIS@STUDIOGREENSPOT.COM

_ANDSCAPE ARCHITEC

STUDIO GREEN SPOT, INC.



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ISSUE:

CITY COMMENTS 04.18.2023 **CITY COMMENTS 05.31.2023** CITY COMMENTS 07.11.2023

CITY COMMENTS 08.02.2023 CITY COMMENTS 09.07.2023 **CITY COMMENTS 10.31.2023**

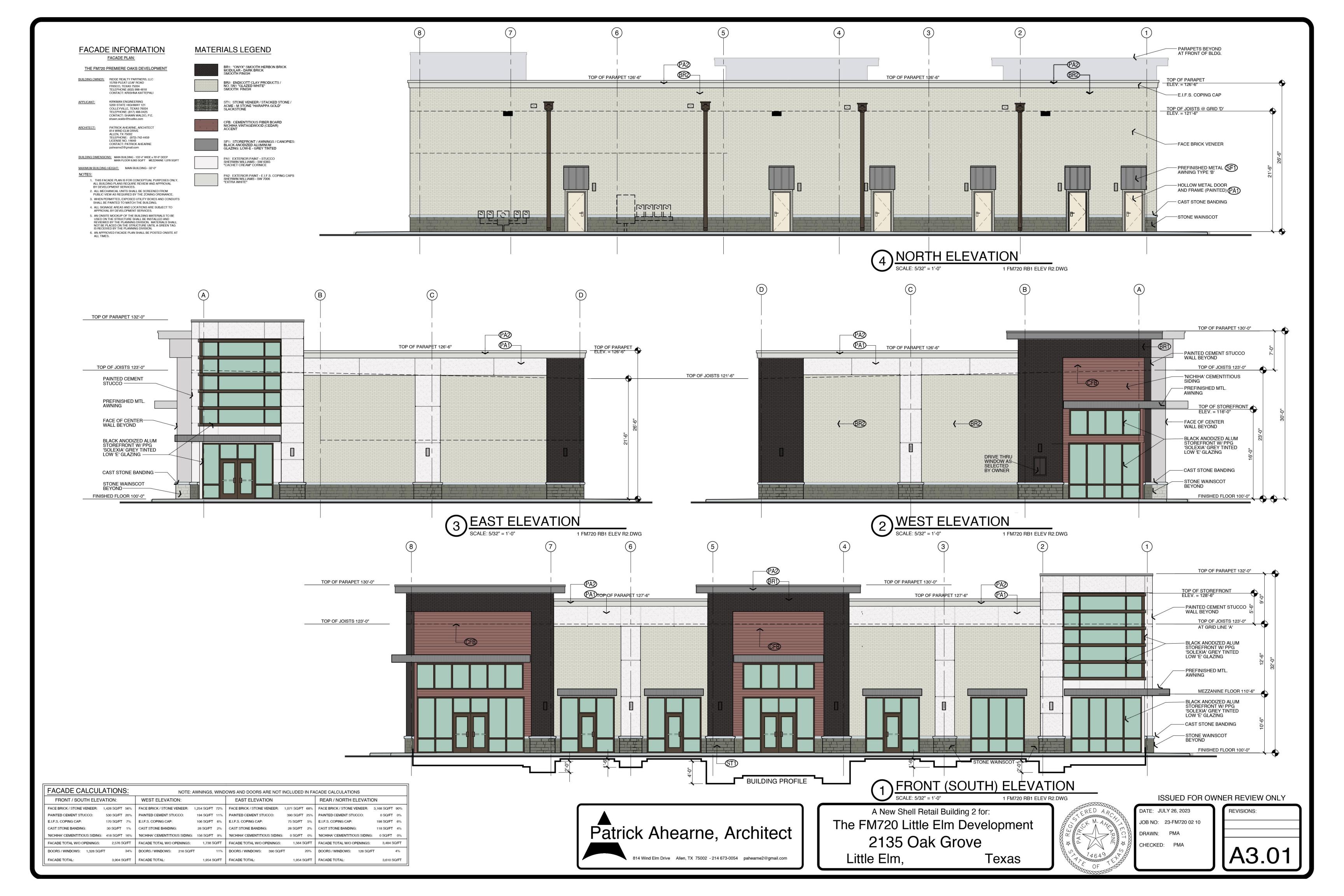
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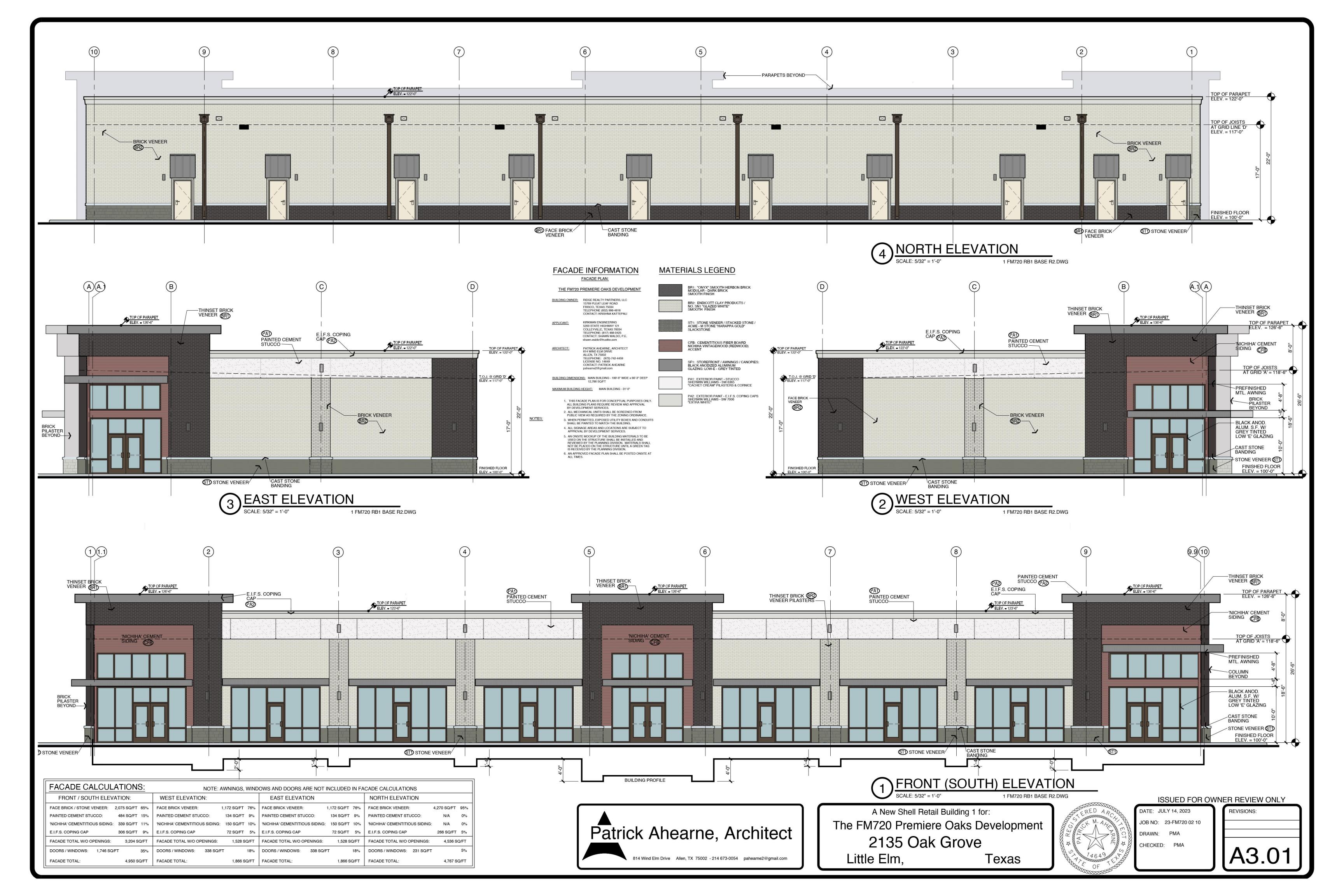
DATE: 10.31.2023

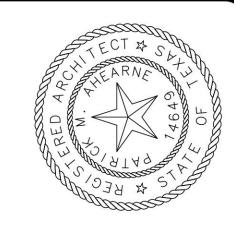
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LANDSCAPE PLAN

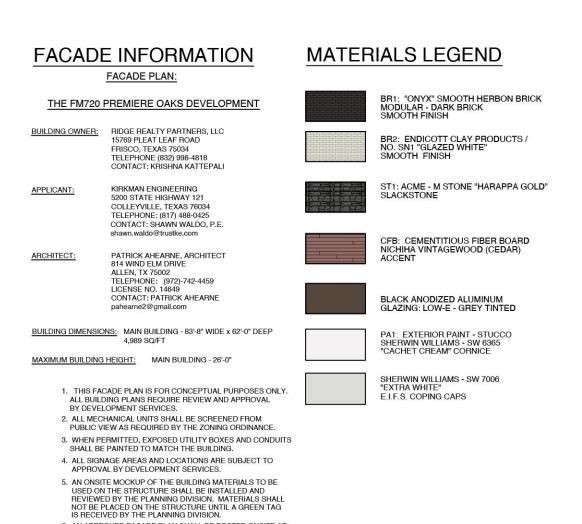
02 LANDSCAPE PLAN



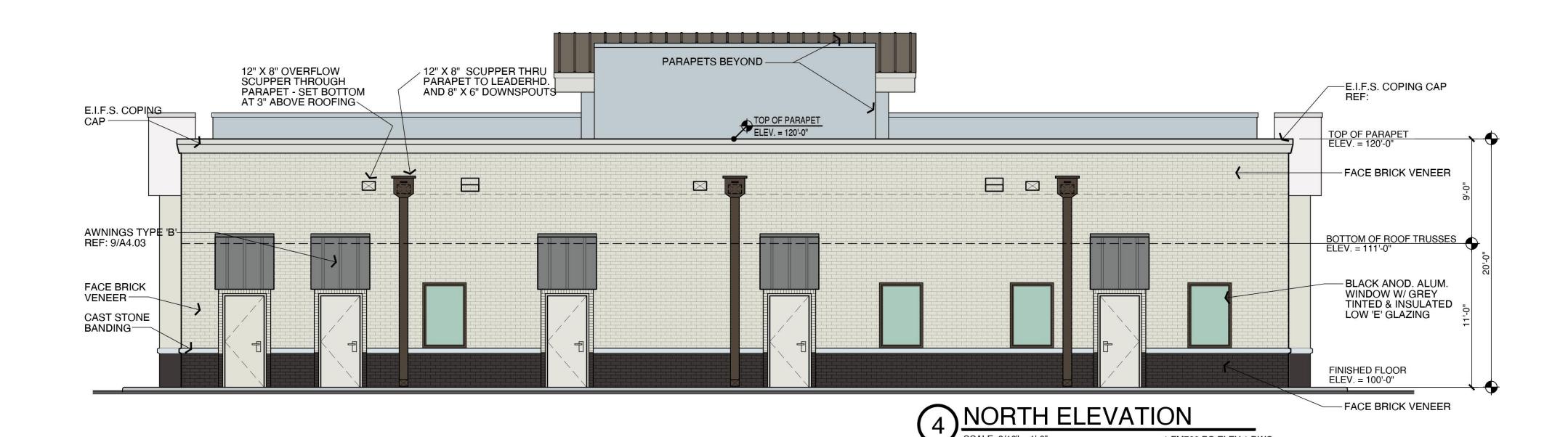


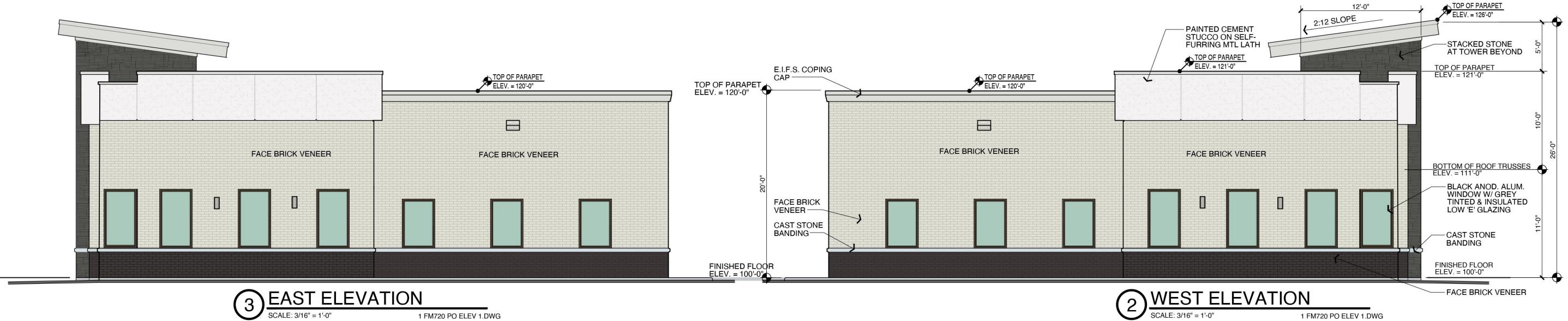


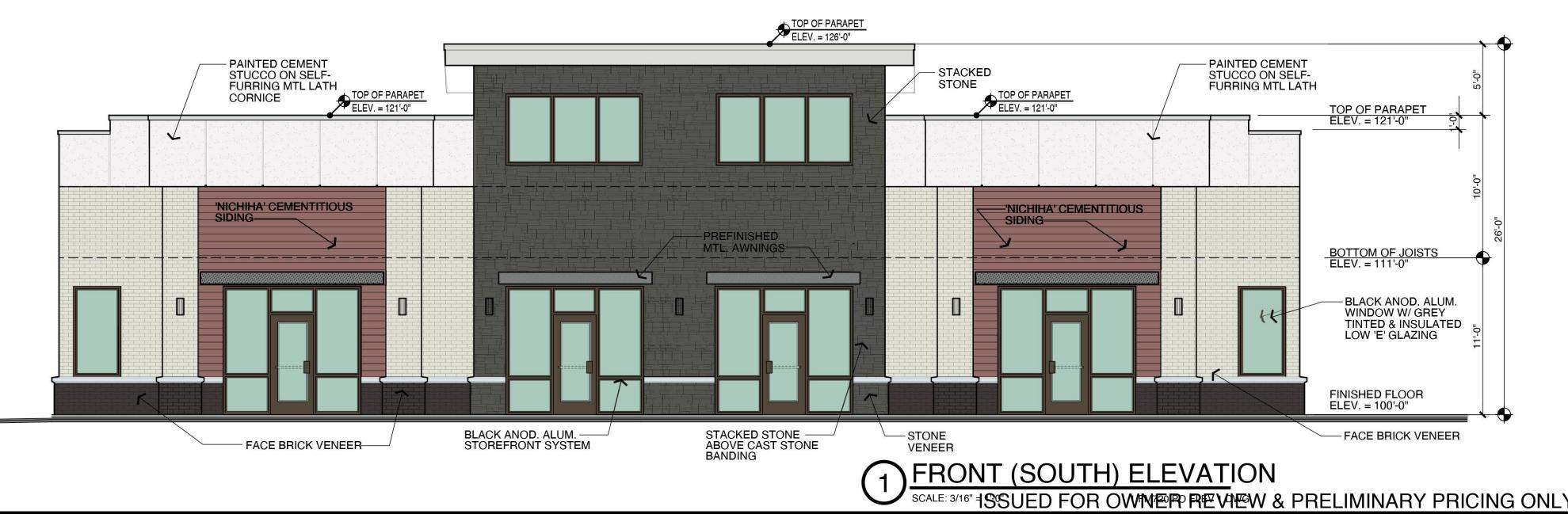
Architect



6. AN APPROVED FACADE PLAN SHALL BE POSTED ONSITE AT ALL TIMES.







REVISIONS: DATE: DESCRIPTION:

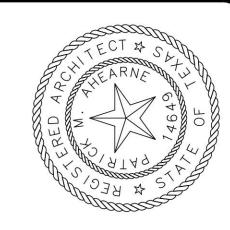
1 FM720 PO ELEV 1.DWG

FACADE CALCULATIONS: NOTE: AWNINGS, WINDOWS AND DOORS ARE NOT INCLUDED IN FACADE CALCULATIONS WEST ELEVATION: NORTH ELEVATION FRONT / SOUTH ELEVATION: **EAST ELEVATION** FACE BRICK/STONE VENEER: 934 SQ/FT 81 % FACE BRICK/STONE VENEER: CAST STONE BANDING: 30 SQ/FT 3 % E.I.F.S. COPING CAP & TRIM: 85 SQ/FT 6 % 36 SQ/FT 3 % CAST STONE BANDING: 'NICHIHA' CEMENTITIOUS SIDING: 226 SQ/FT 15% E.I.F.S. COPING CAP & TRIM: 36 SQ/FT 3 % E.I.F.S. COPING CAP & TRIM: 40 SQ/FT 3 % 1,536 SQ/FT FACADE TOTAL W/O OPENINGS: 1,158 SQ/FT FACADE TOTAL W/O OPENINGS: 1,158 SQ/FT FACADE TOTAL W/O OPENINGS: 1,435 SQ/FT FACADE TOTAL W/O OPENINGS: 20% DOORS / WINDOWS: 112 SQ/FT 9 % DOORS / WINDOWS 112 SQ/FT 9 % DOORS / WINDOWS : 105 SQ/FT 7 % DOORS / WINDOWS: FACADE TOTAL: 1,920 SQ/FT FACADE TOTAL: 1,270 SQ/FT FACADE TOTAL: 1,270 SQ/FT FACADE TOTAL: 1,615 SQ/FT

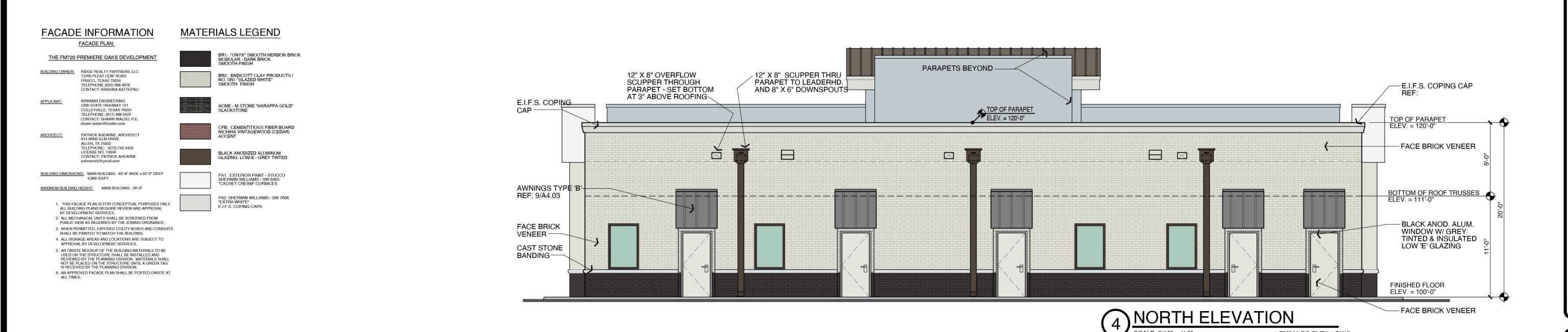
arne Ahe

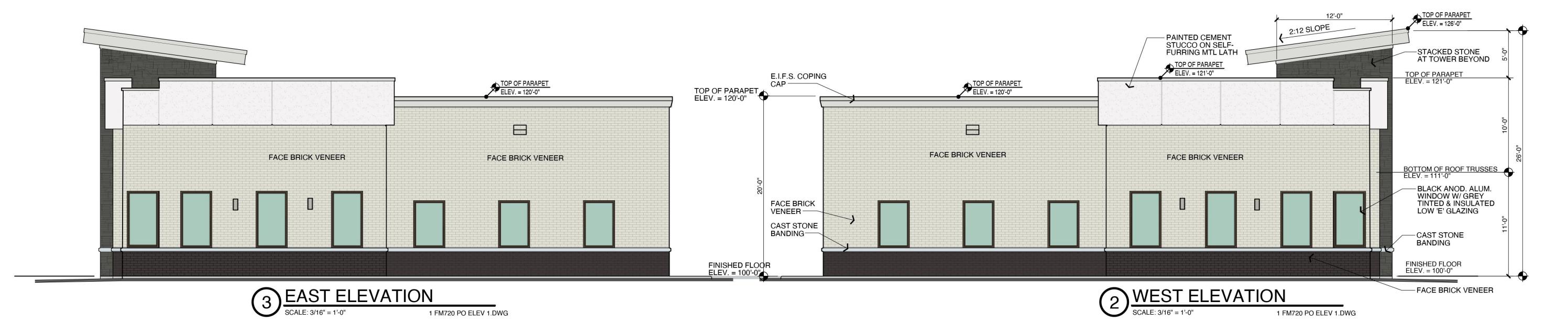
Sevelopment OVE uilding 3 for: ical B Elm G A New Office / Medi OAK Little 720 l 2

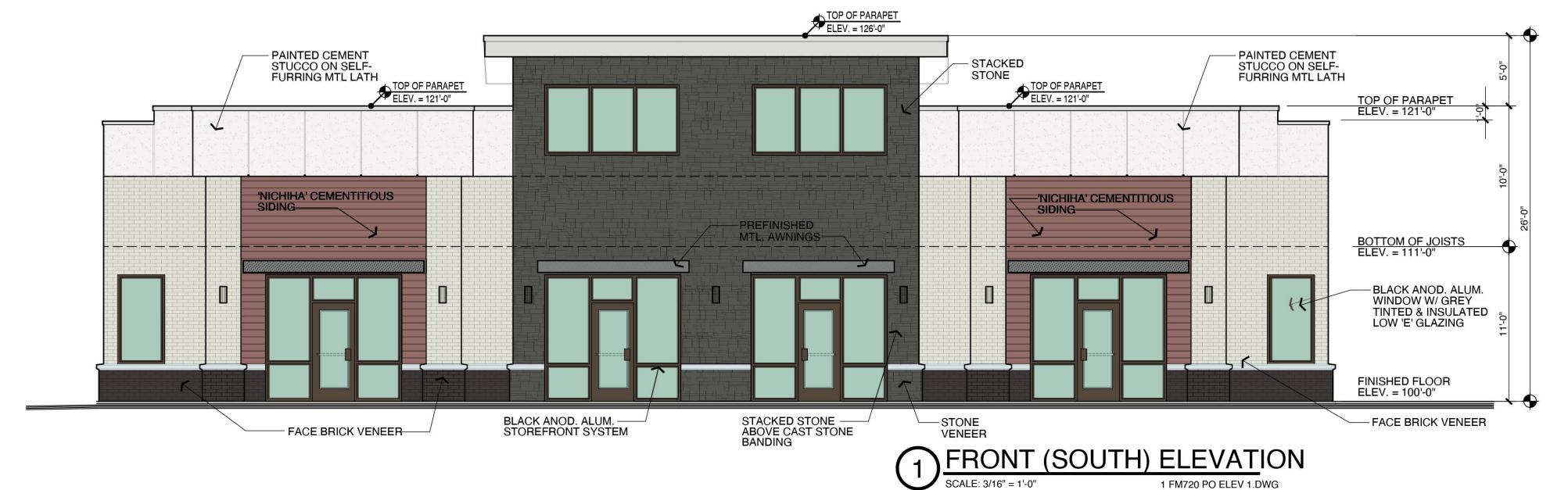
DATE: JULY 26, 2023 JOB NO: 23 720 LELM 0206 DRAWN: PMA CHECKED: PMA



Architect







Development Rove Patrick Ahearne, Tovas

1 FM720 PO ELEV 1.DWG

The FM720 Little Elm Developing 2 for:

The FM720 Little Elm Developing 2 for:

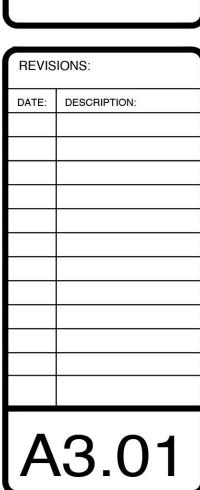
2135 OAK GROVE
Little Flm

DATE: JUNE 28, 2023

JOB NO: 23 720 LELM 0206

DRAWN: PMA

CHECKED: PMA



FACADE CALCULATIONS: NOTE: AWNINGS, WINDOWS AND DOORS ARE NOT INCLUDED IN FACADE CALCULATIONS WEST ELEVATION: EAST ELEVATION NORTH ELEVATION FRONT / SOUTH ELEVATION: 934 SQ/FT 81 % FACE BRICK/STONE VENEER: 1,310 SQ/FT 91 % FACE BRICK/STONE VENEER: CAST STONE BANDING: 30 SQ/FT 3 % E.I.F.S. COPING CAP & TRIM: 85 SQ/FT 6 % 36 SQ/FT 3 % E.I.F.S. COPING CAP & TRIM: 36 SQ/FT 3 % CAST STONE BANDING: 'NICHIHA' CEMENTITIOUS SIDING: 226 SQ/FT 15% E.I.F.S. COPING CAP & TRIM: 40 SQ/FT 3 % FACADE TOTAL W/O OPENINGS: 1,536 SQ/FT FACADE TOTAL W/O OPENINGS: 1,158 SQ/FT FACADE TOTAL W/O OPENINGS: 1,158 SQ/FT FACADE TOTAL W/O OPENINGS: 1,435 SQ/FT DOORS / WINDOWS: 20% DOORS / WINDOWS: 112 SQ/FT 9 % DOORS / WINDOWS 112 SQ/FT 9 % DOORS / WINDOWS 105 SQ/FT 7 %

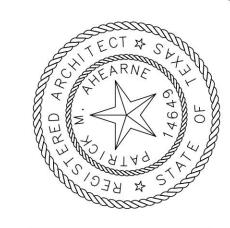
1,270 SQ/FT FACADE TOTAL:

1,270 SQ/FT FACADE TOTAL:

1,615 SQ/FT

FACADE TOTAL:

1,920 SQ/FT FACADE TOTAL:

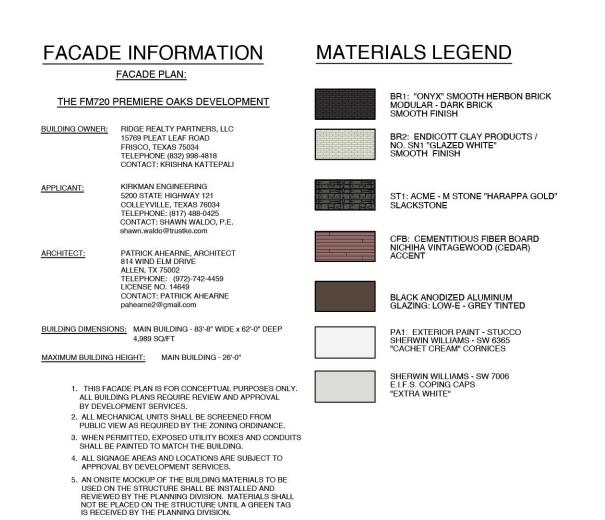


Architect

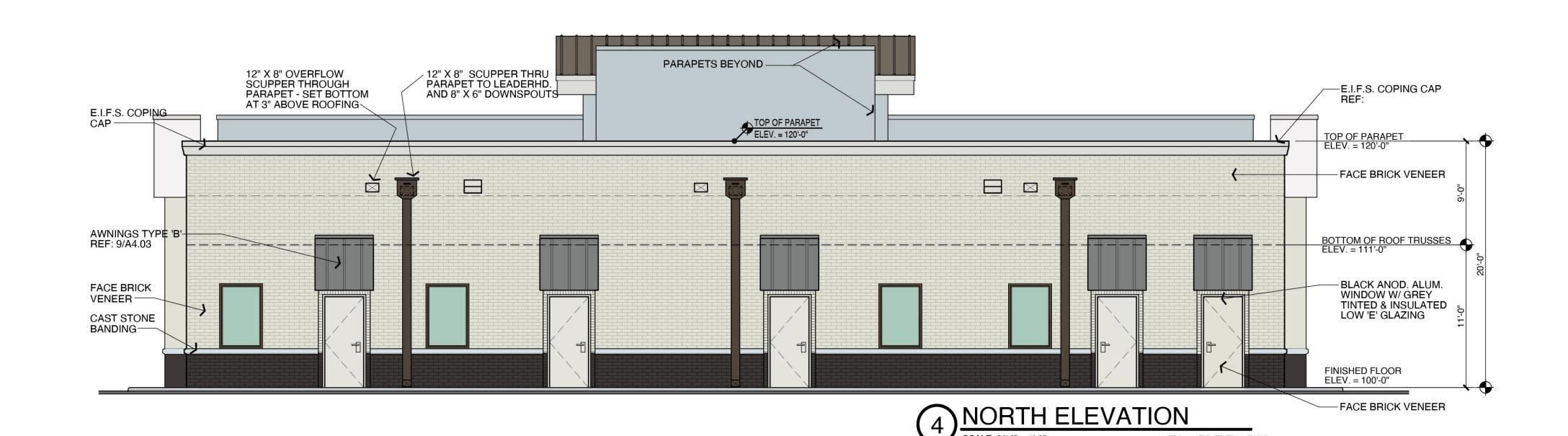
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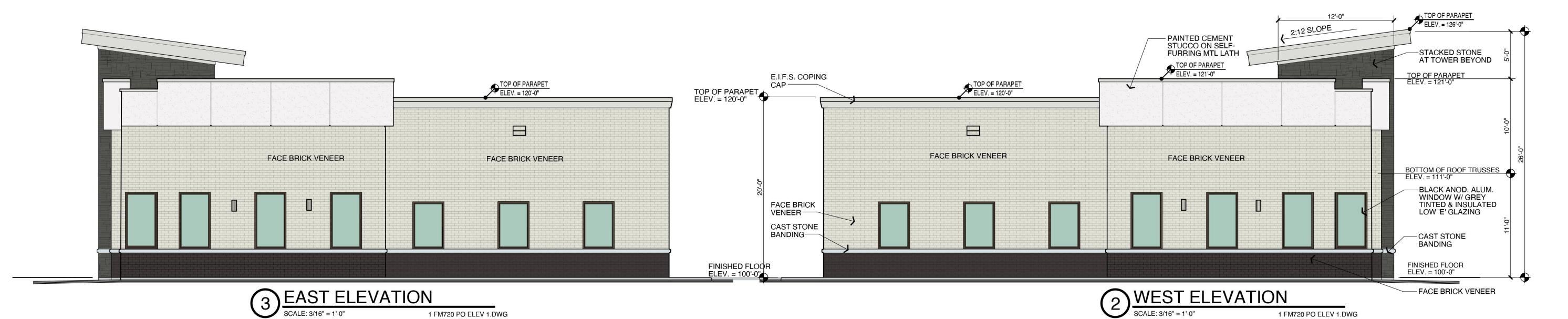
Ahe

1 FM720 PO ELEV 1.DWG

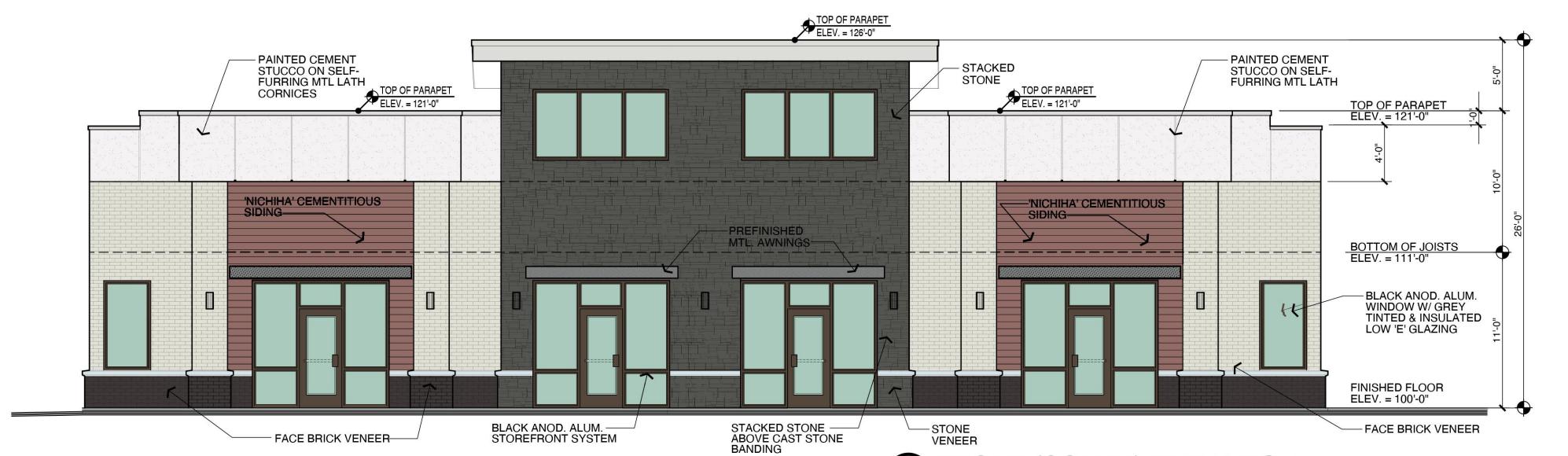


AN APPROVED FACADE PLAN SHALL BE POSTED ONSITE AT ALL TIMES.





FACE BRICK VENEER



VENEER

FRONT (SOUTH) ELEVATION

1 FM720 PO ELEV 1.DWG

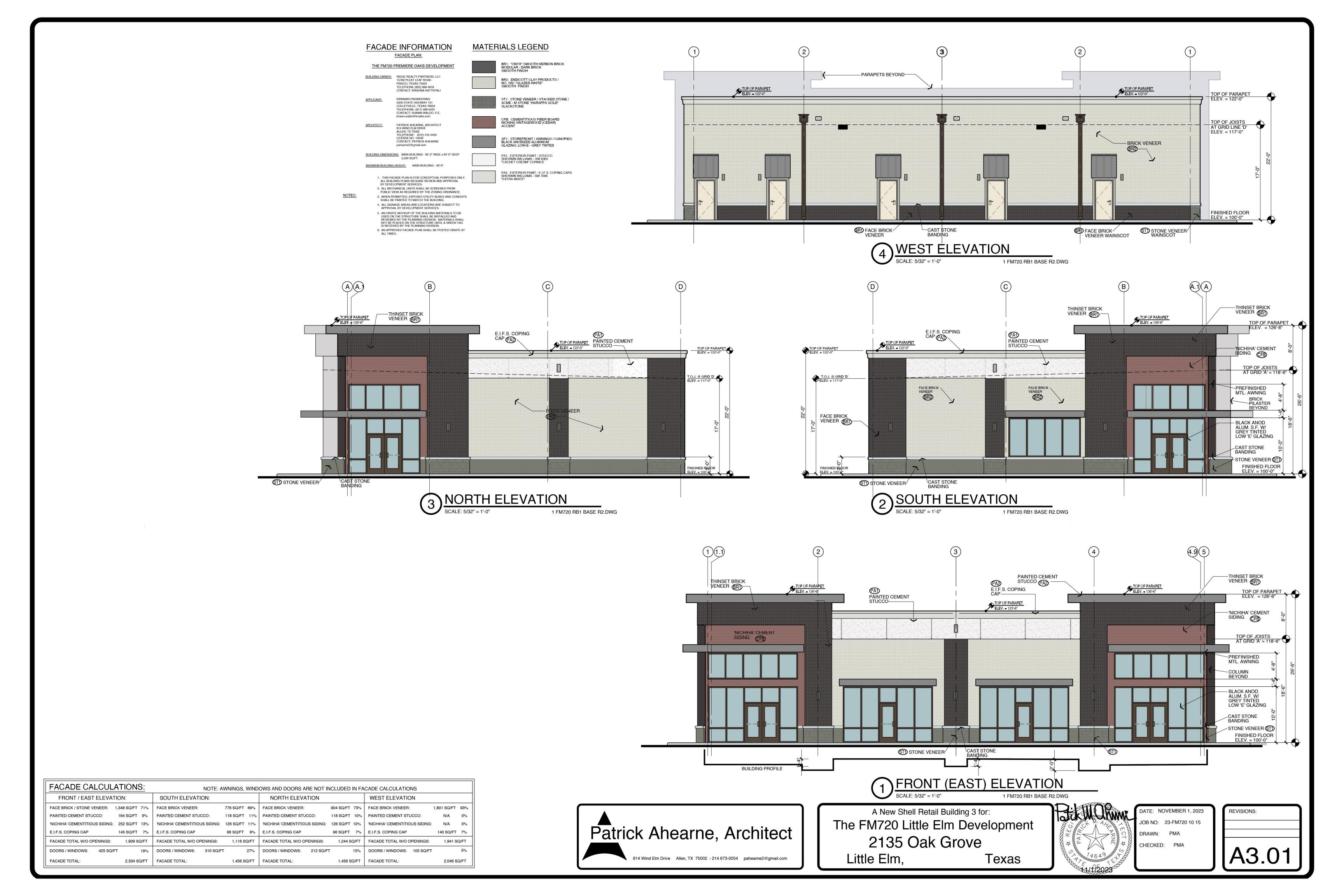
STOREFRONT SYSTEM

FACADE CALCULATIONS: NOTE: AWNINGS, WINDOWS AND DOORS ARE NOT INCLUDED IN FACADE CALCULATIONS WEST ELEVATION: EAST ELEVATION NORTH ELEVATION FRONT / SOUTH ELEVATION: FACE BRICK/STONE VENEER: 934 SQ/FT 81 % FACE BRICK/STONE VENEER: CAST STONE BANDING: 30 SQ/FT 3 % E.I.F.S. COPING CAP & TRIM: 85 SQ/FT 6 % 36 SQ/FT 3 % CAST STONE BANDING: 'NICHIHA' CEMENTITIOUS SIDING: 226 SQ/FT 15% E.I.F.S. COPING CAP & TRIM: 36 SQ/FT 3 % E.I.F.S. COPING CAP & TRIM: 40 SQ/FT 3 % FACADE TOTAL W/O OPENINGS: 1,536 SQ/FT FACADE TOTAL W/O OPENINGS: 1,158 SQ/FT FACADE TOTAL W/O OPENINGS: 1,158 SQ/FT FACADE TOTAL W/O OPENINGS: 1,435 SQ/FT DOORS / WINDOWS: 20% DOORS / WINDOWS: DOORS / WINDOWS 112 SQ/FT 9 % DOORS / WINDOWS 105 SQ/FT 7 % 112 SQ/FT 9 % FACADE TOTAL: 1,920 SQ/FT FACADE TOTAL: 1,270 SQ/FT FACADE TOTAL: 1,270 SQ/FT FACADE TOTAL: 1,615 SQ/FT

Development ROVE **K** E B **Z** cal Little El 5 OAK A New Office / Med FM720 L 2135

DATE: JUNE 28, 2023 JOB NO: 23 720 LELM 0206 DRAWN: PMA CHECKED: PMA

REVISIONS: DATE: DESCRIPTION:



MATERIALS LEGEND

BR1: "ONYX" HERBON BRICK MODULAR - DARK BRICK SMOOTH FINISH



BR2: 'ENDICOT' CLAY PRODUCTS NO. SN1 "GLAZED WHITE"

SMOOTH FINISH



ST1: ACME M STONE - "HARAPPA GOLD" SLACKSTONE



CFB: CEMENTITIOUS FIBER BOARD NICHIHA VINTAGEWOOD (CEDAR) ACCENT



SF1: STOREFRONT / AWNINGS & CANOPIES: BLACK ANODIZED ALUM.

GLAZING: LOW-E - GREY TINTED



PA1: EXTERIOR PAINT - STUCCO SHERWIN WILLIAMS - SW 6365 "CACHET CREAM" CORNICES



PA2: EXTERIOR PAINT - E.I.F.S. COPING CAPS - SHERWIN WILLIAMS -SW 7006 - "PASSIVE GREY"



FM270 PREMIERE OAKS PROJECT OFFICE BUILDINGS 1 - 3 & RETAIL BUILDINGS 1 - 3: