

STATE OF TEXAS §
 §
COUNTY OF DENTON §

DEVELOPMENT AGREEMENT
FOR Lakeside Shops and Business
Park (PD-23-04008)

This Development Agreement for Lakeside Shops and Business Park (“**Agreement**”) is entered into between Lakeside Shops and Business Park LLC (“**Developer**”), whose address for purposes of this Agreement is 1118 Timber Lane, Frisco, TX 75036, and the Town of Little Elm, Texas (“**Town**”), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. Developer and the Town are sometimes referred herein together as the “**Parties**” and individually as a “**Party**.”

Recitals:

1. Developer is the owner of 5.0 acres located at 1767 and 1777 Old State Highway 24 in the Town of Little Elm, Texas (the “**Property**”), which Property is more particularly described in **Exhibit A** attached hereto.
2. In furtherance of the development of the Property, the Parties have negotiated certain matters regarding the Property as set forth in this Agreement.
3. The Parties seek to memorialize these negotiated matters and to include them in this contractually-binding Agreement.

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

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

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

Section 3. Agreements. The Parties agree as follows:

- A.** The negotiated and agreed upon zoning and development standards contained in the Lakeside Shops and Business Park PD Ordinance, No. 1477, 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 negotiated and agreed upon zoning uses in Ordinance No. 1741, which amends the zoning of the original PD Ordinance, No. 1477, attached hereto as **Exhibit C**, which incorporate by reference the updated general zoning regulations

of the Town's zoning ordinance, are hereby adopted and incorporated into this agreement as contractually-binding obligations of the Developer.

Section 4. Miscellaneous.

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

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

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

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

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

F. Cumulative Rights and Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies

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

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

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

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

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

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

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

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

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

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

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

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

R. Waiver of Texas Government Code § 3000.001 et seq. With respect to the improvements constructed on the Property pursuant to this Agreement, Developer hereby

waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005.

S. Rough Proportionality. Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement. Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed by this Agreement.

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

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

V. Non-Boycott of Israel Provision. In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless Developer is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.

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

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

Y. Verification Against Discrimination of Firearm or Ammunition Industries. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

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

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

DEVELOPER

a _____ company

By: _____

Date: _____

TOWN OF LITTLE ELM, TEXAS

By: _____

Matt Mueller
Town Manager

Date: _____

ATTEST:

By: _____

Caitlan Biggs
Town Secretary

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]

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

DEVELOPER

a _____ company

By: Daniel Kelleher
DANIEL Kelleher
owner
Date: November 29, 2023

TOWN OF LITTLE ELM, TEXAS

By: _____
Matt Mueller
Town Manager

Date: _____

ATTEST:

By: _____
Caitlan Biggs
Town Secretary

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me, the undersigned authority, on this _____ day of _____, 2023, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By: _____
Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned authority, on this _____ day of _____, 2023, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of _____.

[Seal]

By: _____
Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me, the undersigned authority, on this _____ day of _____, 2023, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By: _____
Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS §
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Before me, the undersigned authority, on this 29 day of November, 2023, personally appeared Pan Kelleher, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of Lakeside Shops + Business Park.

[Seal]

By: _____
Notary Public, State of Texas

My Commission Expires: 1-3-27

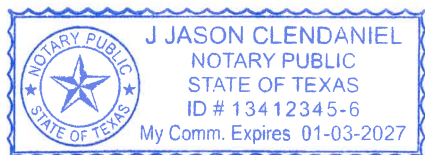


EXHIBIT A

Property Description

EXHIBIT "A"

TRACT 1

BEGINNING FOR THE SOUTHEAST CORNER OF THE TRACT BEING DESCRIBED HEREIN AT A 1/2" SQUARE TUBE FOUND FOR THE SOUTHEAST CORNER OF SAID 5.000 ACRES IN THE NORTH LINE OF F.M. HIGHWAY 720 IN A CURVE TO THE RIGHT, HAVING A RADIUS OF 2819.79 FEET, AT THE SOUTHWEST CORNER OF THE CALLED 9.392 ACRE TRACT DESCRIBED IN THE DEED TO HAROLD V. PRICE, ET UX, RECORDED IN VOLUME 1008, PAGE 695 DEED RECORDS;

THENCE ALONG THE ARC OF SAID CURVE ALONG SAID HIGHWAY AN ARC DISTANCE OF 179.48 FEET (CHORD BEARING OF NORTH 79 DEGREES 49 MINUTES 35 SECONDS WEST A DISTANCE OF 179.45 FEET) TO A CAPPED IRON ROD SET FOR THE SOUTHEAST CORNER OF THE CALLED TWO (2) ACRE TRACT DESCRIBED IN THE FINAL DECREE OF DIVORCE DATE JULY 15TH 1987, CAUSE NUMBER 86-2406-C;

THENCE NORTH 08 DEGREES 18 MINUTES 50 SECONDS WEST WITH THE EAST LINE OF SAID TWO ACRES, SEVERING SAID 5.000 ACRES A DISTANCE OF 713.30 FEET TO A CAPPED IRON SET FOR THE NORTHEAST CORNER OF SAID TWO ACRES IN THE NORTH LINE OF SAID 5.000 ACRES;

THENCE NORTH 66 DEGREES 50 MINUTES 04 SECONDS EAST WITH SAID NORTH LINE GENERALLY ALONG A FENCE A DISTANCE OF 176.07 FEET TO A 1/2" SQUARE TUBE FOUND FOR THE NORTHEAST CORNER OF SAID 5.000 ACRES AT THE NORTHWEST CORNER OF SAID PRICE TRACT;

THENCE SOUTH 08 DEGREES 18 MINUTES 50 SECONDS EAST WITH THE EAST LINE OF SAID 5.000 ACRES AND THE WEST LINE OF SAID PRICE TRACT, GENERALLY ALONG A FENCE A DISTANCE OF 815.34 FEET TO THE PLACE OF BEGINNING AND ENCLOSING 2.990 ACRES OF LAND.

TRACT 2

BEGINNING FOR THE SOUTHWEST CORNER OF THE TRACT BEING DESCRIBED HEREIN AT A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 5.000 ACRES IN THE NORTH LINE OF FM HIGHWAY 720 AT THE SOUTHEAST CORNER OF THE CALLED 3.390 ACRE TRACT DESCRIBED IN THE DEED TO JAMES F. HENSON, JR. ET UX, RECORDED IN VOLUME 928, PAGE 685 DEED RECORDS;

THENCE NORTH 08 DEGREES 8 MINUTES 50 SECONDS WEST WITH THE WEST LINE OF SAID 5.000 ACRES AND THE EAST LINE OF SAID 3.390 ACRES, GENERALLY ALONG A FENCE A DISTANCE OF 604.62 FEET TO A CAPPED IRON ROD SET FOR AN ANGLE POINT IN SAID LINE;

THENCE NORTH 10 DEGREES 33 MINUTES 27 SECONDS WEST CONTINUING WITH SAID LINE A DISTANCE OF 22.30 FEET TO A CAPPED IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 5.000 ACRES;

THENCE NORTH 66 DEGREES 50 MINUTES 04 SECONDS EAST WITH THE NORTH LINE OF SAID 5.000 ACRES, GENERALLY ALONG A FENCE A DISTANCE OF 135.12 FEET TO A CAPPED IRON ROD SET FOR THE NORTHEAST CORNER OF SAID TWO ACRE TRACT, FROM WHICH A SQUARE IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 5.000 ACRES BEARS NORTH 66 DEGREES 50 MINUTES 04 SECONDS EAST A DISTANCE OF 176.07 FEET;

THENCE SOUTH 08 DEGREES 18 MINUTES 50 SECONDS EAST WITH A LINE PARALLEL WITH THE MOST SOUTHERLY WEST LINE OF SAID 5.000 ACRES A DISTANCE OF 713.30 FEET TO A CAPPED IRON ROD SET FOR THE SOUTHEAST CORNER OF SAID TWO ACRE TRACT IN THE SOUTH LINE OF SAID 5.000 ACRES AND THE NORTH LINE OF SAID HIGHWAY IN A CURVE TO THE RIGHT HAVING A RADIUS OF 2819.79 FEET;

THENCE ALONG SAID LINE ALONG AND NEAR A FENCE AN ARC DISTANCE OF 129.81 FEET (CHORD BEARING OF NORTH 76 DEGREES 34 MINUTES 57 SECONDS WEST A DISTANCE OF 139.80 FEET) TO THE PLACE OF BEGINNING AND ENCLOSING 2.000 ACRES OF LAND.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is

EXHIBIT B

Lakeside Shops and Business Park PD Ordinance, No. 1477

ORDINANCE NO. 1477

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, HEREOF AMENDED, BY REZONING APPROXIMATELY 5.0 ACRES OF LAND FROM LIGHT COMMERCIAL TO PLANNED DEVELOPMENT-LIGHT COMMERCIAL (PD-LC), TO ESTABLISH AND ALLOW FOR THE USE OF OFFICE/WAREHOUSE WITH MODIFIED DEVELOPMENT STANDARDS, GENERALLY LOCATED ON THE NORTH SIDE OF OLD STATE HIGHWAY 24, APPROXIMATELY 305 FEET EAST OF OAK GROVE PARKWAY; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A SAVINGS CLAUSE, PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR 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, the Future Land Use Plan of the 2017 Comprehensive Plan designates the subject property as Mixed Use; and

WHEREAS, a request for a change in zoning has been initiated by Daniel Kelleher to allow for office/warehouse with modified design standards on 5.0 acres of land more specifically described on the Location Map, attached hereto; and

WHEREAS, the Town Council and the Planning and 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 rezoning described herein; and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning and 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 rezoning request would be in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

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

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

SECTION 2. ZONING AMENDMENT. The Comprehensive Zoning Ordinance of the Town, is hereby amended by providing for a **Planned Development district (PD)** on approximately 5.0 acres of land to establish and allow for the use of office/warehouse with modified development standards, generally located on the north side of Old State Highway 24, approximately 305 feet east of Oak Grove Parkway a tract of land more particularly described on Location Map, attached hereto, subject to all of the terms and conditions set forth herein, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS. The following special ordinance provisions shall apply to the subject property:

The permitted uses and standards shall be in accordance with the Light Commercial (LC) zoning district and Architectural Standards for Commercial Structural, unless otherwise specified herein:

A. GENERAL PURPOSE AND DESCRIPTION:

The Lakeside Shops and Business Park Planned Development is intended primarily for the conduct of a mix of uses including retail, office, restaurant, service-oriented uses, and office/warehouse.

B. PERMITTED USES:

Those uses listed in the chart below (Subsection G) as “P” are authorized uses permitted by right. Those uses listed as “S” are allowed with the approval of a Specific Use Permit (SUP) by the Town Council. Additionally, the following use will be allowed, as defined:

- 1) Office/Warehouse
 - a. An establishment that primarily consists of an office and/or commercial use with an incidental need to store supplies or products that are associated with the primary use. Warehousing/storage may be utilized for up to 80% of the overall floor area per tenant space.

C. DEVELOPMENT REGULATIONS:

Maximum Height	45'
Maximum Front Yard Setback	None
Minimum Side Yard Setback	10'
Minimum Rear Yard Setback	35'
Minimum Area/Tenant Space	1,500 square feet

D. PARKING REQUIREMENTS:

- 1) Office/warehouse buildings will provide the following number of parking spaces:
 - a. A ratio of 40% office (One space per 300 square feet of floor area) to 60% warehouse (One space per 1,000 square feet of floor area) will be used to calculate the required number of spaces in aggregate to be shared among the various buildings
- 2) Parking reduction: As part of this development, the total number of required parking spaces calculated under this section may be reduced by twenty (20) percent.

E. LANDSCAPING & SCREENING REQUIREMENTS:

- 1) Landscaped yards shall be provided as follows:
 - a. Along the side yards, a minimum width of five (5) feet shall be required along the western property line and ten (10) feet shall be required along the eastern property line.
 - b. Along the rear yard adjacent to residential use or zoning, a minimum width of thirty-five (35) feet shall be required.
- 2) Landscaping required:
 - a. A minimum of fifteen (15) percent open space will be provided in the development.
 - b. The development will exceed the minimum number of required plantings within the front and side yards by a minimum of twenty (20) percent.
 - c. A perimeter fence will be installed as shown on the Concept plan, Exhibit A, in accordance with the following:
 - i. Along western boundary line of development:
 - a) Ornamental iron fence, minimum six (6) feet tall with an irrigated living screen.
 - ii. Along eastern boundary line of development:
 - a) Ornamental iron fence, minimum six (6) feet tall with an irrigated living screen.
 - iii. Along rear boundary line of development:
 - a) Masonry wall, eight (8) feet tall.

F. ARCHITECTURAL STANDARDS FOR COMMERCIAL STRUCTURES

(Includes office, retail, commercial, etc.)

- 1) Design standards.
 - a. All buildings within this planned development shall have similar materials, colors.
 - b. All structures shall be architecturally finished fully to meet the Town's Architectural Standards for Commercial Structures with compatible

materials and colors on sides that can be seen from a public right-of-way. Elevations that are in the interior of the development and have limited sighting from a public right-of-way or side yard may be constructed of 3-step stucco.

G. PERMITTED USES

Planned Development Zoning Districts Uses. Uses not depicted in the chart below or described in Subsection B (above) shall be prohibited. P=permitted by right; S=Specific Use Permit required.

	PD-LC Planned Development
Primary Residential Uses	
Mixed Use Building	P
Institutional & Special Uses	
College, University, or Trade School	P
Fraternal Organization, Lodge, Civic Club, Fraternity, or Sorority	P
Golf Course, Tennis club, Polo Club, or Country Club (private)	P
Hospital	P
Municipal Uses operated by the Town of Little Elm	P
Museum/Art Gallery	P
Park or Playground	P
Recreation Center	P
Religious Facility	P
School, Private, Charter or Parochial	S
Retail Uses	
Antique Shop and Used Furniture, inside only	P
Arcade	S
Bakery, Candy or Ice-Cream Shop	S
Bar/Brewpub	P
Building Material and Hardware Sales, Major	P
Building Material and Hardware Sales, Minor	P
Commercial Amusement, Indoor	P
Florist	P
Greenhouse or Nursery for Retail Plant Sales	P
Portable Building Sales	P
Restaurant, Dine-in	P
Restaurant, Drive-in	S
Restaurant, Drive-thru	S
Restaurant, with Brewpub	P
Restaurant, Pick-up only	P
Retail Use (other than listed)	P

Store, Big Box	P
Store, Convenience	P
Store, Discount, Variety, or Department Store	P
Store, Drugstore or Pharmacy	P
Store, Feed	P
Store, Florist	P
Store, Grocery	P
Store, Hardware & Home Imp.	P
Store, Incidental (within another use)	P
Store, Liquor	S
Store, Pet Shop	P
Store, Shopping Center	P
Store, other than listed above	P
Theatre, Indoor	P
Winery/Brewery Retail Sales	P
Service Uses	
Bank, Savings and Loan, or Credit Union	P
Catering Service	P
Child Care Center	S
Cleaning and pressing (small shop/pickup)	P
Clinic/Medical Lab	P
Clinic, Animal (no outside runs)	P
Commissary	S
Contractor's Shop (Inside Only)	P
Custom Personal Service	P
Gunsmith	P
Gymnastics/Dance Studio/Martial Arts	P
Health/Fitness Center	P
Household Appliance/Electronics Service and Repair	P
Incidental Retail & Service Uses	P
Laundry/Dry Cleaning, Pickup Station	P
Office, Professional and General Administrative	P
Personal Service (other than listed)	P
Print Shop, Minor Retail Shop	P
Studio, Photography, Music, Artistry	P
Studio, Media	P
Automobile & Vehicular Uses	
Auto/Boat/RV Repair, Minor, Indoor Only	S
Auto/Boat/RV Sales, Accessories Only	S
Motorcycle Sales/Service, Indoor Only	S
Industrial & Manufacturing Uses	
Office/Warehouse*	P*
Research and Development Center	P
Winery/Brewery/Distillery Manufacturing	S

*See definitions and associated standards in Subsection B (above)

- H. Phasing – No office/warehouse structure shall receive a Certificate of Occupancy until the associated retail structure begins vertical construction.

SECTION 4. 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 in direct conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect..

SECTION 5. ZONING MAP. The official zoning map of the Town shall be amended to reflect the change 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.

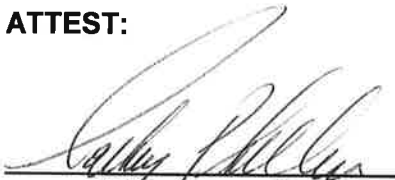
SECTION 7. SEVERABILITY. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid 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. Upon adoption, 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 4th day of December, 2018.

ATTEST:


Kathy Phillips, Town Secretary

The Town of Little Elm, Texas


David Hillock, Mayor





TOWN OF LITTLE ELM PLANNING & ZONING COMMISSION

November 15, 2018

OVERVIEW

Project	Lakeside Shops and Business Park Rezoning (18-PD-007)
P&Z Hearing	11/15/2018
Council Hearing	12/04/2018
Request	A request for a Planned Development to establish and allow the use of office/warehouse
Size	Approximately 5.0 acres
Current Zoning	Light Commercial (LC)
Proposed Zoning	Planned Development-Light Commercial (PD-LC)
Existing Use	Vacant Property
Future Land Use Plan Designation	Mixed Use
Applicant	Daniel Kelleher – Lakeside Shops and Business Park
Owner	ETE 10, LLC

Location

The subject property is generally located on the north side of Old State Highway 24, approximately 305 feet east of Oak Grove Parkway, within Little Elm's town limits.

Planning Analysis

The proposed amendment request is to establish and allow the use of office/warehouse with modified standards to architectural design. The use of "office/warehouse" is not an established use within the zoning ordinance. This request is a hybrid of uses and categories that fall in both commercial and industrial districts. The Town, in its continued growth, is starting to capture

interest from specific types of commercial and office uses that also have a need for on-site storage in a warehouse-type setting. Upon initial meetings with the applicant, staff expressed concern regarding the development of a product that is more suitable for industrial districts.

In considering this request, staff looks to several sections of the Comprehensive Plan. The first section that touches upon this request is the Growth section of the Plan. A primary goal within the section calls for the correlation "of town services with anticipated population growth and capacity." From a commercial growth perspective, this request is compatible with this language as staff believes the proposed use will help to capture new commercial needs. This perspective reaches to the Employment Opportunities section of the Plan, which states in its primary goal to "encourage the establishment of new businesses...thereby creating increased and diversified employment opportunities." Additionally, Objective 5 within this section calls for the creation of opportunities for office development. The proposed plan also reflects the Town's desire to promote "designs that incorporate Little Elm's relationship with Lewisville Lake, such as the use of Little Elm's lighthouse theme" as noted in Objective 8.

Looking at the Aesthetic Appearance section within Chapter 3 (Livability) of the Plan, the subject request appears to be compatible with the Town's goal to "maximize desirability and aesthetic appeal throughout the Town." The unique and inviting development will provide this area an attractive, active feel which should help catch the attention of motorists along Eldorado Parkway and Oak Grove Parkway for the retail component.

The Future Land Use Plan (FLUP) map calls for the designation of Mixed Use. The Plan's definition for Mixed Use is "vertical and horizontal mix of residential, non-residential, and public uses." This request is generally compatible with this language, a mix of commercial and office uses with supportive warehousing will be developed near existing residential uses.

Included with this report are proposed stipulations that generally conform to the existing base zoning of Light Commercial (LC). Staff is generally in support of the request with the exception of the applicant's proposed warehouse percentage of up to 80% per tenant space. Staff feels a maximum of 60% warehouse area per tenant space will help to ensure a more office oriented development rather than industrial as discussed earlier in this analysis.

To recap the November 15, 2018 Planning & Zoning Commission meeting, staff requested that the Commission consider the phasing of the requested development and noted that in recent PD requests with retail uses associated with other, potentially less desirable uses within the proposed development, Council has approved the requested zoning with language that assures the retail component is constructed prior to other uses being able to obtain certain permits or certificates of occupancy.

Recommended Action

The Planning & Zoning Commission recommended approval of the request per the applicant's proposed standards.

Attachments: Location Map, Plan Exhibits, Proposed Stipulations, Ordinance No. 1477



Lakeside Shops
1812 & 1816 Old State Highway 24
Town of Little Elm
Denton County, Tx
Date: 9/17/2018

Legend

 Subject Property

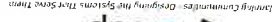


Location Map



BRONCO COUNTY, TEXAS

100



www.elsevier.com



TREE

SHRUBS

NOTES

NOTES



1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

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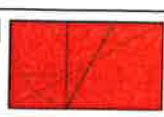


OAK GROVE PKWY.
(FM 720)



NEW PLANS FOR
**LAKEVIEW SHOPS
& BUSINESS PARK**
LITTLE ELM, TEXAS
OLD STATE HWY 24

BATES ARCHITECTS
MARK M. MARTIN, ARCHITECT
MICHAEL A. BATES, ARCHITECT
501 S. LOOP 268, #25
DENTON, TEXAS 76201
PH: 817.381.4888
FAX: 817.381.4888

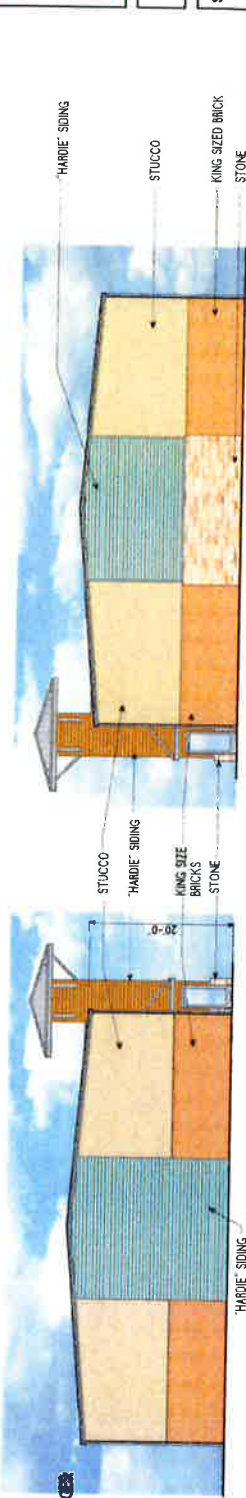


PROJECT NO.
18-229

SHEET **A1**
OF 1



EAST ELEVATION - PRIVATE SIDE



NORTH ELEVATION - PRIVATE SIDE

OVERALL PERCENTAGES

STUCCO 35%
'HARDIE' SIDING 24%
KING SIZED BRICK 20%
STONE 5%

SOUTH ELEVATION - PUBLIC SIDE

EXHIBIT C

Lakeside Shops and Business Park PD Ordinance, No. 1741

**TOWN OF LITTLE ELM
ORDINANCE NO. 1741**

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING ORDINANCE NO. 1477, ON APPROXIMATELY 5.0 ACRES OF LAND LOCATED AT 1767 AND 1777 OLD HIGHWAY 24, GENERALLY 300 FEET EAST OF THE INTERSECTION OF OAK GROVE PARKWAY AND OLD HIGHWAY 24, IN ORDER TO AMEND PERMITTED USES AND ESTABLISH MODIFIED USES WITHIN THE EXISTING PLANNED DEVELOPMENT DISTRICT; 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 to amend a Planned Development District established under Ordinance No. 1477 by amending Section 3. G. Permitted Uses on approximately 5.0 acres of land, more specifically described in the exhibits, attached hereto; and

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

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

WHEREAS, at its regular meeting held on November 2, 2023 the Planning & Zoning Commission considered and made recommendations on a request to amend Planned Development, (Case No. PD-23-04008); 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 Ordinance No. 1477, on property located at 1767 and 1777 Old Highway 24, within Little Elm's town limits, on approximately 5.0 acres of land more particularly described as **Exhibit A**, and attached hereto, amending Section 3. G. Permitted Uses, to allow for all Light Commercial uses as shown in the Town's Schedule of Uses, with modified uses as stated within **Exhibit B**, 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 standards shall be in accordance with existing Planned Development Ordinance No. 1477, the permitted uses shall be in accordance with the Light Commercial (LC) District, and all applicable provisions of Chapter 106 – Zoning Ordinance in general, plus as specified herein:

- a. Newly established and defined modified uses, allowed through Specific Use Permit, only within Lot 1, as shown in **Exhibit B**:
 - i. Heavy Machinery Showroom and Storage, Indoor Only
 - ii. Auto, Boat, Sales/leasing and storage, new and used, Indoor Only
 - iii. Manufacturing, Light Assembly
 - iv. Reprographic Shop

SECTION 4. PLANNED DEVELOPMENT MASTER PLAN. The Concept Plan and related plans, images, and documents approved and described as **Exhibit C** attached hereto and made a part hereof, as approved through Ordinance No. 1477. The subject property shall be improved in accordance with the plans set forth through Ordinance No. 1477, with allowance for one drive-thru, at the west end-cap of the retail building, as previously captured through administrative approval.

- 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 5th day of December, 2023.

Town of Little Elm, Texas

Curtis Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

Exhibit A
Metes and Bounds

EXHIBIT "A"

TRACT 1

BEGINNING FOR THE SOUTHEAST CORNER OF THE TRACT BEING DESCRIBED HEREIN AT A 1/2" SQUARE TUBE FOUND FOR THE SOUTHEAST CORNER OF SAID 5.000 ACRES IN THE NORTH LINE OF F.M. HIGHWAY 720 IN A CURVE TO THE RIGHT, HAVING A RADIUS OF 2819.79 FEET, AT THE SOUTHWEST CORNER OF THE CALLED 9.392 ACRE TRACT DESCRIBED IN THE DEED TO HAROLD V. PRICE, ET UX, RECORDED IN VOLUME 1008, PAGE 695 DEED RECORDS;

THENCE ALONG THE ARC OF SAID CURVE ALONG SAID HIGHWAY AN ARC DISTANCE OF 179.48 FEET (CHORD BEARING OF NORTH 79 DEGREES 49 MINUTES 35 SECONDS WEST A DISTANCE OF 179.45 FEET) TO A CAPPED IRON ROD SET FOR THE SOUTHEAST CORNER OF THE CALLED TWO (2) ACRE TRACT DESCRIBED IN THE FINAL DECREE OF DIVORCE DATE JULY 15TH 1987, CAUSE NUMBER 86-2406-C;

THENCE NORTH 08 DEGREES 18 MINUTES 50 SECONDS WEST WITH THE EAST LINE OF SAID TWO ACRES, SEVERING SAID 5.000 ACRES A DISTANCE OF 713.30 FEET TO A CAPPED IRON SET FOR THE NORTHEAST CORNER OF SAID TWO ACRES IN THE NORTH LINE OF SAID 5.000 ACRES;

THENCE NORTH 66 DEGREES 50 MINUTES 04 SECONDS EAST WITH SAID NORTH LINE GENERALLY ALONG A FENCE A DISTANCE OF 176.07 FEET TO A 1/2" SQUARE TUBE FOUND FOR THE NORTHEAST CORNER OF SAID 5.000 ACRES AT THE NORTHWEST CORNER OF SAID PRICE TRACT;

THENCE SOUTH 08 DEGREES 18 MINUTES 50 SECONDS EAST WITH THE EAST LINE OF SAID 5.000 ACRES AND THE WEST LINE OF SAID PRICE TRACT, GENERALLY ALONG A FENCE A DISTANCE OF 815.34 FEET TO THE PLACE OF BEGINNING AND ENCLOSING 2.990 ACRES OF LAND.

TRACT 2

BEGINNING FOR THE SOUTHWEST CORNER OF THE TRACT BEING DESCRIBED HEREIN AT A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 5.000 ACRES IN THE NORTH LINE OF FM HIGHWAY 720 AT THE SOUTHEAST CORNER OF THE CALLED 3.390 ACRE TRACT DESCRIBED IN THE DEED TO JAMES F. HENSON, JR. ET UX, RECORDED IN VOLUME 928, PAGE 685 DEED RECORDS;

THENCE NORTH 08 DEGREES 8 MINUTES 50 SECONDS WEST WITH THE WEST LINE OF SAID 5.000 ACRES AND THE EAST LINE OF SAID 3.390 ACRES, GENERALLY ALONG A FENCE A DISTANCE OF 604.62 FEET TO A CAPPED IRON ROD SET FOR AN ANGLE POINT IN SAID LINE;

THENCE NORTH 10 DEGREES 33 MINUTES 27 SECONDS WEST CONTINUING WITH SAID LINE A DISTANCE OF 22.30 FEET TO A CAPPED IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 5.000 ACRES;

THENCE NORTH 66 DEGREES 50 MINUTES 04 SECONDS EAST WITH THE NORTH LINE OF SAID 5.000 ACRES, GENERALLY ALONG A FENCE A DISTANCE OF 135.12 FEET TO A CAPPED IRON ROD SET FOR THE NORTHEAST CORNER OF SAID TWO ACRE TRACT, FROM WHICH A SQUARE IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 5.000 ACRES BEARS NORTH 66 DEGREES 50 MINUTES 04 SECONDS EAST A DISTANCE OF 176.07 FEET;

THENCE SOUTH 08 DEGREES 18 MINUTES 50 SECONDS EAST WITH A LINE PARALLEL WITH THE MOST SOUTHERLY WEST LINE OF SAID 5.000 ACRES A DISTANCE OF 713.30 FEET TO A CAPPED IRON ROD SET FOR THE SOUTHEAST CORNER OF SAID TWO ACRE TRACT IN THE SOUTH LINE OF SAID 5.000 ACRES AND THE NORTH LINE OF SAID HIGHWAY IN A CURVE TO THE RIGHT HAVING A RADIUS OF 2819.79 FEET;

THENCE ALONG SAID LINE ALONG AND NEAR A FENCE AN ARC DISTANCE OF 129.81 FEET (CHORD BEARING OF NORTH 76 DEGREES 34 MINUTES 57 SECONDS WEST A DISTANCE OF 139.80 FEET) TO THE PLACE OF BEGINNING AND ENCLOSING 2.000 ACRES OF LAND.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is

Exhibit B Proposed Uses

1) Use Regulations.

No building, structure, land or premises will be used, and no building or structure shall hereafter be erected, constructed, reconstructed or altered except for one more of the uses as outlined within Light Commercial District, unless otherwise specified herein.

- a. Restaurant Drive-Thru is permitted by right, specifically as it currently exists, on Lot 2, western end-cap of Building 100.
- b. Lot 1 allows for additional modified uses as defined below:

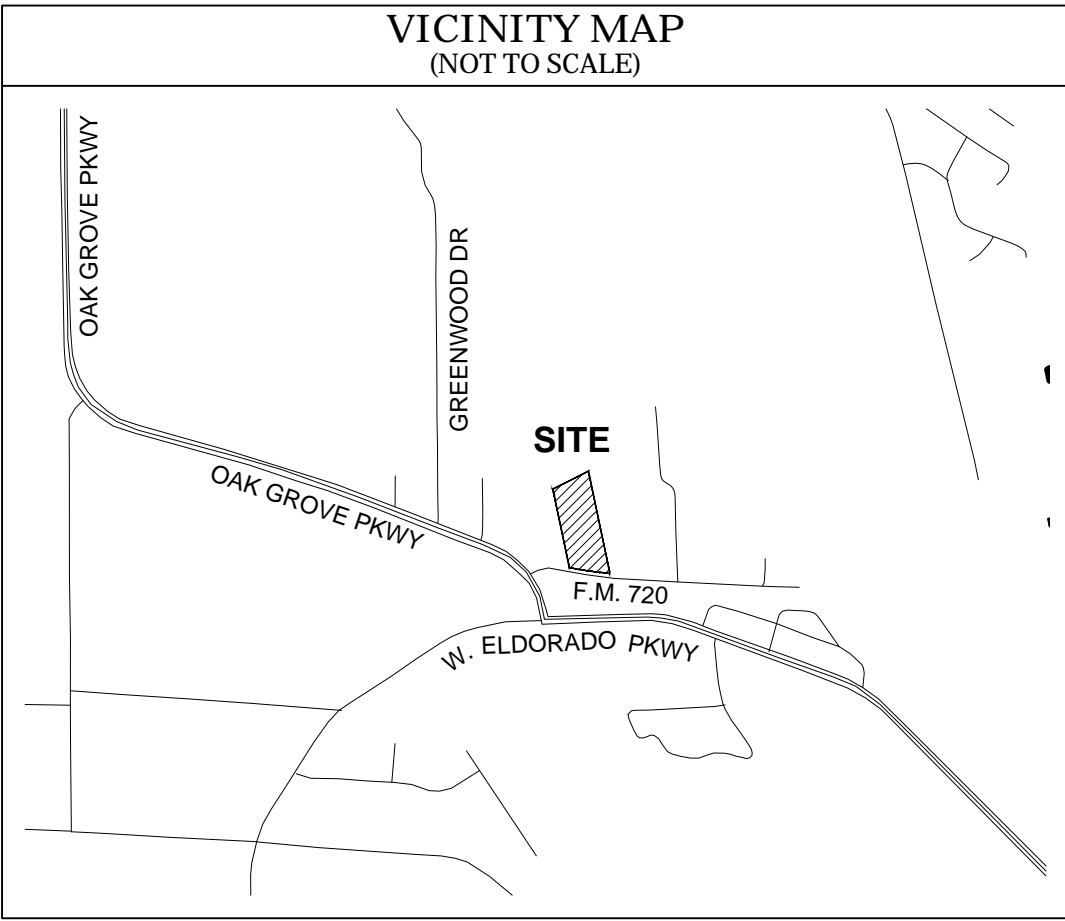
Use	
Heavy Machinery Showroom and Storage, Indoor Only*	SUP
Auto, Boat, Sales/leasing and storage, new and used, Indoor Only*	SUP
Manufacturing, Light Assembly	SUP
Reprographic Shop*	SUP

SUP: Specific Use Permit

- i. **Heavy Machinery Showroom and Storage, Indoor Only.** A retail or wholesale facility that sells and stores heavy machinery such as farm equipment, dredging equipment, paving equipment, etc., without any outdoor storage.
- ii. **Auto, Boat, Sales/leasing and storage, new and used, Indoor Only.** Retail sales, rental, leasing, and/or showroom/storage of new or used operable automobiles, light load vehicles, or boats, without any outdoor storage or display.
- iii. **Manufacturing, Light Assembly.** A facility that involves light assembly, fabrication, and/or packaging of finished products or parts, predominately from previously prepared materials, and the use of small-scale machinery, tools and labor to make items for use or sale. May also include warehousing, research and development, wholesaling operations with infrequent customer or client visits, and may include related office and shipping areas. Light industry is often assembly-based and is typically consumer-oriented (i.e., most light industrial products are sold to retail stores or end users rather than as intermediate parts for use by other industries). Light industry generally has less environmental impact than those associated with heavy industry. Light industries require a relatively small amount of raw materials, area and power. Examples of light industry include, but are not limited to, plastic items, clothing, shoes, foods, beverages, personal care and home care products, cosmetics, drugs, furniture, consumer electronics, and home appliances.
- iv. **Reprographic Shop.** A facility for the reproduction of materials or drawings on a job order basis utilizing lithography, off-set printing, digital printing, or other printing techniques, for purposed of custom design, promotional marketing, banners, brochures, posters, mounting, lamination, bindery, and graphic design. etc.

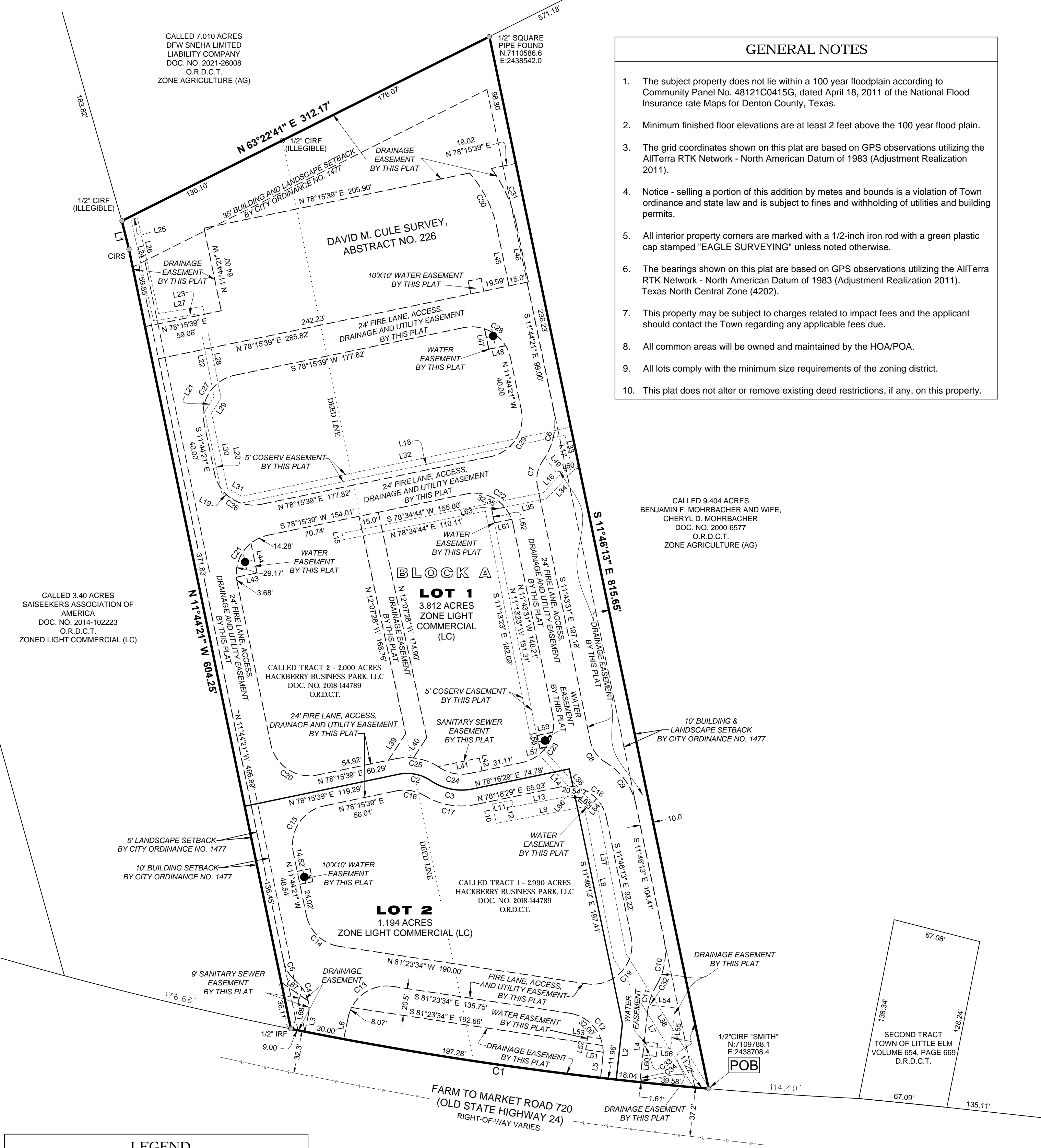
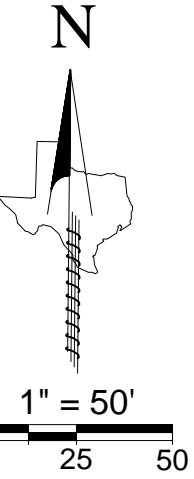
Exhibit C

Previously Approved Planned Development Ordinance No. 1477



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 14°08'58" W	22.29
L2	S 06°14'52" W	42.79
L3	S 11°39'24" W	12.96
L4	N 06°14'52" E	53.52
L5	S 06°14'52" W	16.23
L6	N 11°39'24" E	16.73
L7	S 31°46'12" E	98.86
L8	S 11°00'19" E	117.50
L9	N 79°18'40" E	67.97
L10	S 10°41'20" E	15.00
L11	S 79°18'40" W	15.00
L12	N 10°41'20" W	4.92
L13	S 79°18'40" W	48.63
L14	S 42°34'21" E	49.18
L15	S 10°34'53" E	5.00
L16	S 43°43'30" W	30.39
L17	S 11°45'58" E	22.17
L18	N 78°08'23" E	248.37
L19	S 61°19'53" E	16.54
L20	S 11°56'48" E	62.53
L21	S 31°45'58" W	13.69
L22	S 11°10'52" E	63.98
L23	N 81°02'21" E	33.92
L24	S 12°30'55" E	75.70
L25	S 78°51'45" W	5.03
L26	N 12°30'55" W	70.94
L27	S 81°02'21" W	34.03
L28	N 11°10'52" W	70.76
L29	N 31°45'58" E	13.65
L30	N 11°56'48" W	58.22
L31	N 61°19'53" W	12.50
L32	S 78°08'23" W	253.29
L33	N 11°45'58" W	29.81
L34	N 43°43'30" E	34.59
L35	N 78°34'44" E	42.34
L36	N 42°34'21" W	66.91
L37	N 11°00'19" W	112.01
L38	N 31°46'12" W	118.07
L39	N 33°04'06" E	24.06
L40	N 33°04'06" E	18.46
L41	S 78°16'39" W	32.00
L42	N 11°43'51" W	10.00
L43	S 78°15'39" W	16.03
L44	N 11°44'21" W	23.00
L45	N 11°44'21" W	44.68
L46	N 11°44'21" W	44.68
L47	S 11°44'21" E	15.74
L48	S 78°15'39" W	13.00
L49	N 36°47'05" W	13.95
L50	S 80°18'25" W	17.90
L51	N 81°33'31" W	13.36
L52	S 08°26'29" W	10.00
L53	N 81°33'31" W	10.00
L54	S 83°45'08" E	17.33
L55	S 06°14'52" W	31.00
L56	N 83°45'08" W	18.00
L57	N 78°15'39" E	4.76
L58	N 11°44'21" W	10.00
L59	N 78°15'39" E	12.00
L60	S 06°14'52" W	18.01
L61	S 78°15'39" W	13.27
L62	S 11°44'21" E	10.00
L63	S 78°15'39" W	10.00
L64	S 38°49'24" E	9.81
L65	S 51°55'18" E	10.00
L66	S 38°04'42" W	9.64
L67	S 55°17'15" E	24.86
L68	N 11°39'24" E	32.23

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	320.48'	2819.79'	6°30'43"	N 81°51'10" W	320.31'
C2	25.55'	32.00'	45°45'09"	N 78°51'46" W	24.88'
C3	33.63'	42.00'	45°44'19"	S 78°51'22" E	32.64'
C4	23.95'	25.00'	54°53'56"	S 15°47'34" E	23.05'
C5	13.75'	25.00'	31°30'12"	S 27°29'27" E	13.57'
C6	40.44'	49.00'	47°17'01"	N 11°54'10" E	39.30'
C7	20.63'	25.00'	47°16'11"	N 11°54'34" E	20.05'
C8	20.78'	25.00'	47°37'49"	N 35°32'28" W	20.19'
C9	40.70'	49.00'	47°35'07"	N 35°33'47" W	39.54'
C10	36.32'	49.00'	42°27'53"	N 09°27'43" E	35.49'
C11	21.33'	50.00'	24°26'47"	N 18°29'16" E	21.17'
C12	45.89'	30.00'	87°39'28"	S 37°34'21" E	41.54'
C13	45.63'	30.00'	96°57'02"	N 55°07'55" E	41.28'
C14	36.47'	30.00'	69°39'13"	N 46°33'57" W	34.27'
C15	47.12'	30.00'	90°00'00"	N 33°15'39" E	42.43'
C16	22.41'	30.00'	42°47'56"	S 80°20'23" E	21.89'
C17	40.32'	54.00'	42°47'07"	S 80°19'58" E	39.39'
C18	47.10'	30.00'	89°57'18"	S 56°44'52" E	42.41'
C19	57.79'	30.00'	110°22'39"	S 43°25'06" W	49.26'
C20	47.12'	30.00'	90°00'00"	S 56°44'21" E	42.43'
C21	47.12'	30.00'	90°00'00"	S 33°15'39" W	42.43'
C22	47.13'	30.00'	90°00'50"	N 56°43'56" W	42.43'
C23	47.12'	30.00'	90°00'00"	N 33°16'29" E	42.43'
C24	23.95'	30.00'	45°44'19"	S 78°51'22" E	23.32'
C25	35.14'	44.00'	45°45'09"	S 78°51'46" E	34.21'
C26	47.12'	30.00'	90°00'00"	S 56°44'21" E	42.43'
C27	47.12'	30.00'	90°00'00"	S 33°15'39" W	42.43'
C28	47.12'	30.00'	90°00'00"	N 56°44'21" W	42.43'
C29	47.12'	30.00'	90°00'00"	N 33°15'39" E	42.43'
C30	47.36'	92.50'	29°20'09"	N 26°24'25" W	46.85'
C31	46.78'	107.50'	24°56'01"	N 24°12'21" W	46.41'
C32	4.35'	2.50'	99°38'11"	S 33°56'02" E	3.82'
C33	3.93'	2.50'	90°00'00"	S 51°14'52" W	3.54'
C34	8.76'	29.50'	17°00'41"	S 04°24'36" E	8.73'



GENERAL NOTES

- The subject property does not lie within a 100 year floodplain according to Community Panel No. 48121C0415G, dated April 18, 2011 of the National Flood Insurance rate Maps for Denton County, Texas.
- Minimum finished floor elevations are at least 2 feet above the 100 year flood plain.
- The grid coordinates shown on this plat are based on GPS observations utilizing the AITerra RTK Network - North American Datum of 1983 (Adjustment Realization 2011).
- Notice - selling a portion of this addition by metes and bounds is a violation of Town ordinance and state law and is subject to fines and withholding of utilities and building permits.
- All interior property corners are marked with a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" unless noted otherwise.
- The bearings shown on this plat are based on GPS observations utilizing the AITerra RTK Network - North American Datum of 1983 (Adjustment Realization 2011). Texas North Central Zone (4202).
- This property may be subject to charges related to impact fees and the applicant should contact the Town regarding any applicable fees due.
- All common areas will be owned and maintained by the HOA/POA.
- All lots comply with the minimum size requirements of the zoning district.
- This plat does not alter or remove existing deed restrictions, if any, on this property.

OWNER'S CERTIFICATE & DEDICATION

STATE OF TEXAS
COUNTY OF DENTON

WHEREAS, **HACKBERRY BUSINESS PARK, LLC**, is the owner of a 5.006 acre tract of land out of the **DAVID M. CULE SURVEY, ABSTRACT NUMBER 226**, situated in the Town of Little Elm, Denton County, Texas and being all of a called Tract 1 - 2.990 acre tract of land and all of a called Tract 2 - 2.000 acre tract conveyed to Hackberry Business Park, LLC by deed of record in Document Number 2018-144789 of the Official Records of Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING, at a 1/2 inch iron rod with yellow plastic cap stamped "JE SMITH" found in the curving North right-of-way line of Farm to Market Road 720 (right-of-way varies), being the Southwest corner of a called 9.404 acre tract of land conveyed to Benjamin and Cheryl Mohrbacher by deed of record in Document Number 2000-6577 of said Official Records, also being the Southeast corner of said 2.990 acre tract and hereof;

THENCE, along the curving North right-of-way line of Farm to Market Road 720, being in part, the common South line of said 2.990 acre tract, and in part, the common South line of said 2.000 acre tract, along a non-tangent curve to the right, having a radius of 2819.79 feet, a chord bearing of N81°51'10"W, a chord length of 320.31 feet, a delta angle of 06°30'43", an arc length of 320.48 feet to a 1/2 inch iron rod found at the Southeast corner of a called 3.40 acre tract of land conveyed to Saisseekers Association of America by deed of record in Document Number 2014-102223 of said Official Records, being the Southwest corner of said 2.000 acre tract and hereof;

THENCE, leaving the North right-of-way line of Farm to Market Road 720, along the East line of said 3.40 acre tract and the common West line of said 2.000 acre tract, the following two (2) courses and distances:

- N11°44'21"W, a distance of 604.25 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
- N14°08'58"W, a distance of 22.29 feet to a 1/2 inch iron rod with unreadable orange plastic cap found in the South line of a called 7.010 acre tract of land conveyed to DFW Snehia Limited Liability Company by deed of record in Document Number 2021-26008 of said Official Records, being the Northwest corner of said 2.000 acre tract and hereof;

THENCE, N63°22'41"E, leaving the East line of said 3.40 acre tract, along the South line of said 7.010 acre tract, being in part, the common North line of said 2.000 acre tract, and in part, the common North line of said 2.990 acre tract, passing at a distance of 136.10 feet a 1/2 inch iron rod with illegible yellow plastic cap found at the Northwest corner of said 2.990 acre tract, being the Northeast corner of said 2.000 acre tract, and continuing for a total distance of 176.07 feet to a 1/2 inch square pipe found at the Northwest corner of said 9.404 acre tract, being the Northeast corner of said 2.990 acre tract and hereof;

THENCE, S11°46'13"E, leaving the South line of said 7.010 acre tract, along the West line of said 9.404 acre tract, being the common East line of said 2.990 acre tract, a distance of 815.65 feet to the **POINT OF BEGINNING** and containing an area of 5.006 Acres, or (218,052 Square Feet) of land, more or less.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT, **HACKBERRY BUSINESS PARK, LLC**, does hereby adopt this plat, designating herein described property as **LAKE SIDE SHOPS AND BUSINESS PARK**, an addition to the Town of Little Elm, Denton County, Texas, and does hereby dedicate to public use forever all streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purpose and consideration therein expressed. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the drainage and utility easements as shown. Said drainage and utility easements being hereby reserved for the mutual use and accommodation of all public utilities desiring to use same. All and any public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on the drainage and utility easement and all public utilities shall at all times have the full right of ingress and egress to or from and upon the said drainage and utility easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone.

OWNER: **HACKBERRY BUSINESS PARK, LLC**, a Texas liability company

BY: _____
Authorized Agent Date

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this _____ day of _____, 20____.

Notary Public in and for the State of Texas

CERTIFICATE OF SURVEYOR

STATE OF TEXAS
COUNTY OF DENTON

I, **MATTHEW RAABE**, Registered Professional Land Surveyor, do hereby certify that this plat was prepared from an actual survey made on the ground and that the monuments shown hereon were found or placed with 1/2-inch iron rods with green plastic caps stamped "EAGLE SURVEYING" under my direction and supervision in accordance with the current provisions of the Texas Administrative Code and the Ordinances of the Town of Little Elm, Denton County, Texas.

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

Matthew Raabe, R.P.L.S. #6402 Date

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, the undersigned authority, on this day personally appeared **MATTHEW RAABE**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this _____ day of _____, 20____.

Notary Public in and for the State of Texas

FINAL PLAT
LAKE SIDE SHOPS AND
BUSINESS PARK
LOTS 1 & 2, BLOCK A

BEING 5.006 ACRES OF LAND OUT OF THE
DAVID M. CULE SURVEY, ABSTRACT NO. 226
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

DATE OF PREPARATION: 8/17/2022 SCALE: 1" = 50'

RECORDED IN CABINET _____, SLIDE _____

Project
2108.006-05

Date
09-13-2022

Drafter
CHW/EN

EAGLE SURVEYING

EAGLE SURVEYING, LLC
222 S. Elm Street, Suite: 200
Denton, TX 76201
(940) 222-3009
TX Firm #10194177

SURVEYOR
Eagle Surveying, LLC
Contact: Brad Eubanks
Brad@eaglesurveying.com
222 S. Elm Street, Suite: 200
Denton, TX 76201
(940) 222-3009

ENGINEER
Marshall Gage, LLC
Contact: Daniel Kelleher
sd@marshallgage.com
207 E. Virginia, Suite: 216
McKinney, TX 75069
(972) 542-9018

OWNER
Hackberry Business Park, LLC
Contact: Daniel Kelleher
Dan@asapstarters.com
1118 Timber Lane
Frisco, TX 75034
(972) 370-7710

ORDINANCE NO. 1477

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, HEREOF AMENDED, BY REZONING APPROXIMATELY 5.0 ACRES OF LAND FROM LIGHT COMMERCIAL TO PLANNED DEVELOPMENT-LIGHT COMMERCIAL (PD-LC), TO ESTABLISH AND ALLOW FOR THE USE OF OFFICE/WAREHOUSE WITH MODIFIED DEVELOPMENT STANDARDS, GENERALLY LOCATED ON THE NORTH SIDE OF OLD STATE HIGHWAY 24, APPROXIMATELY 305 FEET EAST OF OAK GROVE PARKWAY; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A SAVINGS CLAUSE, PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR 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, the Future Land Use Plan of the 2017 Comprehensive Plan designates the subject property as Mixed Use; and

WHEREAS, a request for a change in zoning has been initiated by Daniel Kelleher to allow for office/warehouse with modified design standards on 5.0 acres of land more specifically described on the Location Map, attached hereto; and

WHEREAS, the Town Council and the Planning and 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 rezoning described herein; and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning and 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 rezoning request would be in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

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

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

SECTION 2. ZONING AMENDMENT. The Comprehensive Zoning Ordinance of the Town, is hereby amended by providing for a **Planned Development district (PD)** on approximately 5.0 acres of land to establish and allow for the use of office/warehouse with modified development standards, generally located on the north side of Old State Highway 24, approximately 305 feet east of Oak Grove Parkway a tract of land more particularly described on Location Map, attached hereto, subject to all of the terms and conditions set forth herein, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS. The following special ordinance provisions shall apply to the subject property:

The permitted uses and standards shall be in accordance with the Light Commercial (LC) zoning district and Architectural Standards for Commercial Structural, unless otherwise specified herein:

A. GENERAL PURPOSE AND DESCRIPTION:

The Lakeside Shops and Business Park Planned Development is intended primarily for the conduct of a mix of uses including retail, office, restaurant, service-oriented uses, and office/warehouse.

B. PERMITTED USES:

Those uses listed in the chart below (Subsection G) as “P” are authorized uses permitted by right. Those uses listed as “S” are allowed with the approval of a Specific Use Permit (SUP) by the Town Council. Additionally, the following use will be allowed, as defined:

- 1) Office/Warehouse
 - a. An establishment that primarily consists of an office and/or commercial use with an incidental need to store supplies or products that are associated with the primary use. Warehousing/storage may be utilized for up to 80% of the overall floor area per tenant space.

C. DEVELOPMENT REGULATIONS:

Maximum Height	45'
Maximum Front Yard Setback	None
Minimum Side Yard Setback	10'
Minimum Rear Yard Setback	35'
Minimum Area/Tenant Space	1,500 square feet

D. PARKING REQUIREMENTS:

- 1) Office/warehouse buildings will provide the following number of parking spaces:
 - a. A ratio of 40% office (One space per 300 square feet of floor area) to 60% warehouse (One space per 1,000 square feet of floor area) will be used to calculate the required number of spaces in aggregate to be shared among the various buildings
- 2) Parking reduction: As part of this development, the total number of required parking spaces calculated under this section may be reduced by twenty (20) percent.

E. LANDSCAPING & SCREENING REQUIREMENTS:

- 1) Landscaped yards shall be provided as follows:
 - a. Along the side yards, a minimum width of five (5) feet shall be required along the western property line and ten (10) feet shall be required along the eastern property line.
 - b. Along the rear yard adjacent to residential use or zoning, a minimum width of thirty-five (35) feet shall be required.
- 2) Landscaping required:
 - a. A minimum of fifteen (15) percent open space will be provided in the development.
 - b. The development will exceed the minimum number of required plantings within the front and side yards by a minimum of twenty (20) percent.
 - c. A perimeter fence will be installed as shown on the Concept plan, Exhibit A, in accordance with the following:
 - i. Along western boundary line of development:
 - a) Ornamental iron fence, minimum six (6) feet tall with an irrigated living screen.
 - ii. Along eastern boundary line of development:
 - a) Ornamental iron fence, minimum six (6) feet tall with an irrigated living screen.
 - iii. Along rear boundary line of development:
 - a) Masonry wall, eight (8) feet tall.

F. ARCHITECTURAL STANDARDS FOR COMMERCIAL STRUCTURES

(Includes office, retail, commercial, etc.)

- 1) Design standards.
 - a. All buildings within this planned development shall have similar materials, colors.
 - b. All structures shall be architecturally finished fully to meet the Town's Architectural Standards for Commercial Structures with compatible

materials and colors on sides that can be seen from a public right-of-way. Elevations that are in the interior of the development and have limited sighting from a public right-of-way or side yard may be constructed of 3-step stucco.

G. PERMITTED USES

Planned Development Zoning Districts Uses. Uses not depicted in the chart below or described in Subsection B (above) shall be prohibited. P=permitted by right; S=Specific Use Permit required.

	PD-LC Planned Development
Primary Residential Uses	
Mixed Use Building	P
Institutional & Special Uses	
College, University, or Trade School	P
Fraternal Organization, Lodge, Civic Club, Fraternity, or Sorority	P
Golf Course, Tennis club, Polo Club, or Country Club (private)	P
Hospital	P
Municipal Uses operated by the Town of Little Elm	P
Museum/Art Gallery	P
Park or Playground	P
Recreation Center	P
Religious Facility	P
School, Private, Charter or Parochial	S
Retail Uses	
Antique Shop and Used Furniture, inside only	P
Arcade	S
Bakery, Candy or Ice-Cream Shop	S
Bar/Brewpub	P
Building Material and Hardware Sales, Major	P
Building Material and Hardware Sales, Minor	P
Commercial Amusement, Indoor	P
Florist	P
Greenhouse or Nursery for Retail Plant Sales	P
Portable Building Sales	P
Restaurant, Dine-in	P
Restaurant, Drive-in	S
Restaurant, Drive-thru	S
Restaurant, with Brewpub	P
Restaurant, Pick-up only	P
Retail Use (other than listed)	P

Store, Big Box	P
Store, Convenience	P
Store, Discount, Variety, or Department Store	P
Store, Drugstore or Pharmacy	P
Store, Feed	P
Store, Florist	P
Store, Grocery	P
Store, Hardware & Home Imp.	P
Store, Incidental (within another use)	P
Store, Liquor	S
Store, Pet Shop	P
Store, Shopping Center	P
Store, other than listed above	P
Theatre, Indoor	P
Winery/Brewery Retail Sales	P
Service Uses	
Bank, Savings and Loan, or Credit Union	P
Catering Service	P
Child Care Center	S
Cleaning and pressing (small shop/pickup)	P
Clinic/Medical Lab	P
Clinic, Animal (no outside runs)	P
Commissary	S
Contractor's Shop (Inside Only)	P
Custom Personal Service	P
Gunsmith	P
Gymnastics/Dance Studio/Martial Arts	P
Health/Fitness Center	P
Household Appliance/Electronics Service and Repair	P
Incidental Retail & Service Uses	P
Laundry/Dry Cleaning, Pickup Station	P
Office, Professional and General Administrative	P
Personal Service (other than listed)	P
Print Shop, Minor Retail Shop	P
Studio, Photography, Music, Artistry	P
Studio, Media	P
Automobile & Vehicular Uses	
Auto/Boat/RV Repair, Minor, Indoor Only	S
Auto/Boat/RV Sales, Accessories Only	S
Motorcycle Sales/Service, Indoor Only	S
Industrial & Manufacturing Uses	
Office/Warehouse*	P*
Research and Development Center	P
Winery/Brewery/Distillery Manufacturing	S

*See definitions and associated standards in Subsection B (above)

- H. Phasing – No office/warehouse structure shall receive a Certificate of Occupancy until the associated retail structure begins vertical construction.

SECTION 4. 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 in direct conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect..

SECTION 5. ZONING MAP. The official zoning map of the Town shall be amended to reflect the change 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.

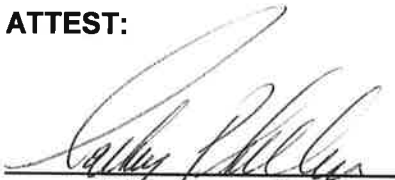
SECTION 7. SEVERABILITY. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid 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. Upon adoption, 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 4th day of December, 2018.

ATTEST:


Kathy Phillips, Town Secretary

The Town of Little Elm, Texas


David Hillock, Mayor





TOWN OF LITTLE ELM PLANNING & ZONING COMMISSION

November 15, 2018

OVERVIEW

Project	Lakeside Shops and Business Park Rezoning (18-PD-007)
P&Z Hearing	11/15/2018
Council Hearing	12/04/2018
Request	A request for a Planned Development to establish and allow the use of office/warehouse
Size	Approximately 5.0 acres
Current Zoning	Light Commercial (LC)
Proposed Zoning	Planned Development-Light Commercial (PD-LC)
Existing Use	Vacant Property
Future Land Use Plan Designation	Mixed Use
Applicant	Daniel Kelleher – Lakeside Shops and Business Park
Owner	ETE 10, LLC

Location

The subject property is generally located on the north side of Old State Highway 24, approximately 305 feet east of Oak Grove Parkway, within Little Elm's town limits.

Planning Analysis

The proposed amendment request is to establish and allow the use of office/warehouse with modified standards to architectural design. The use of "office/warehouse" is not an established use within the zoning ordinance. This request is a hybrid of uses and categories that fall in both commercial and industrial districts. The Town, in its continued growth, is starting to capture

interest from specific types of commercial and office uses that also have a need for on-site storage in a warehouse-type setting. Upon initial meetings with the applicant, staff expressed concern regarding the development of a product that is more suitable for industrial districts.

In considering this request, staff looks to several sections of the Comprehensive Plan. The first section that touches upon this request is the Growth section of the Plan. A primary goal within the section calls for the correlation "of town services with anticipated population growth and capacity." From a commercial growth perspective, this request is compatible with this language as staff believes the proposed use will help to capture new commercial needs. This perspective reaches to the Employment Opportunities section of the Plan, which states in its primary goal to "encourage the establishment of new businesses...thereby creating increased and diversified employment opportunities." Additionally, Objective 5 within this section calls for the creation of opportunities for office development. The proposed plan also reflects the Town's desire to promote "designs that incorporate Little Elm's relationship with Lewisville Lake, such as the use of Little Elm's lighthouse theme" as noted in Objective 8.

Looking at the Aesthetic Appearance section within Chapter 3 (Livability) of the Plan, the subject request appears to be compatible with the Town's goal to "maximize desirability and aesthetic appeal throughout the Town." The unique and inviting development will provide this area an attractive, active feel which should help catch the attention of motorists along Eldorado Parkway and Oak Grove Parkway for the retail component.

The Future Land Use Plan (FLUP) map calls for the designation of Mixed Use. The Plan's definition for Mixed Use is "vertical and horizontal mix of residential, non-residential, and public uses." This request is generally compatible with this language, a mix of commercial and office uses with supportive warehousing will be developed near existing residential uses.

Included with this report are proposed stipulations that generally conform to the existing base zoning of Light Commercial (LC). Staff is generally in support of the request with the exception of the applicant's proposed warehouse percentage of up to 80% per tenant space. Staff feels a maximum of 60% warehouse area per tenant space will help to ensure a more office oriented development rather than industrial as discussed earlier in this analysis.

To recap the November 15, 2018 Planning & Zoning Commission meeting, staff requested that the Commission consider the phasing of the requested development and noted that in recent PD requests with retail uses associated with other, potentially less desirable uses within the proposed development, Council has approved the requested zoning with language that assures the retail component is constructed prior to other uses being able to obtain certain permits or certificates of occupancy.

Recommended Action

The Planning & Zoning Commission recommended approval of the request per the applicant's proposed standards.

Attachments: Location Map, Plan Exhibits, Proposed Stipulations, Ordinance No. 1477



Lakeside Shops
 1812 & 1816 Old State Highway 24
 Town of Little Elm
 Denton County, Tx
 Date: 9/17/2018

Legend

Subject Property



Location Map



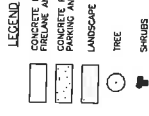
STANLEY COUNTY, TEXAS

10/10/2019



Allison Engineering Group
Partnering Communities - Designing the Systems That Serve Them

4400 N. 47th Street
Greenfield, IL 60130
(708) 350-4411
Fax (708) 350-4412
E-mail: info@greenfield.com
www.greenfield.com

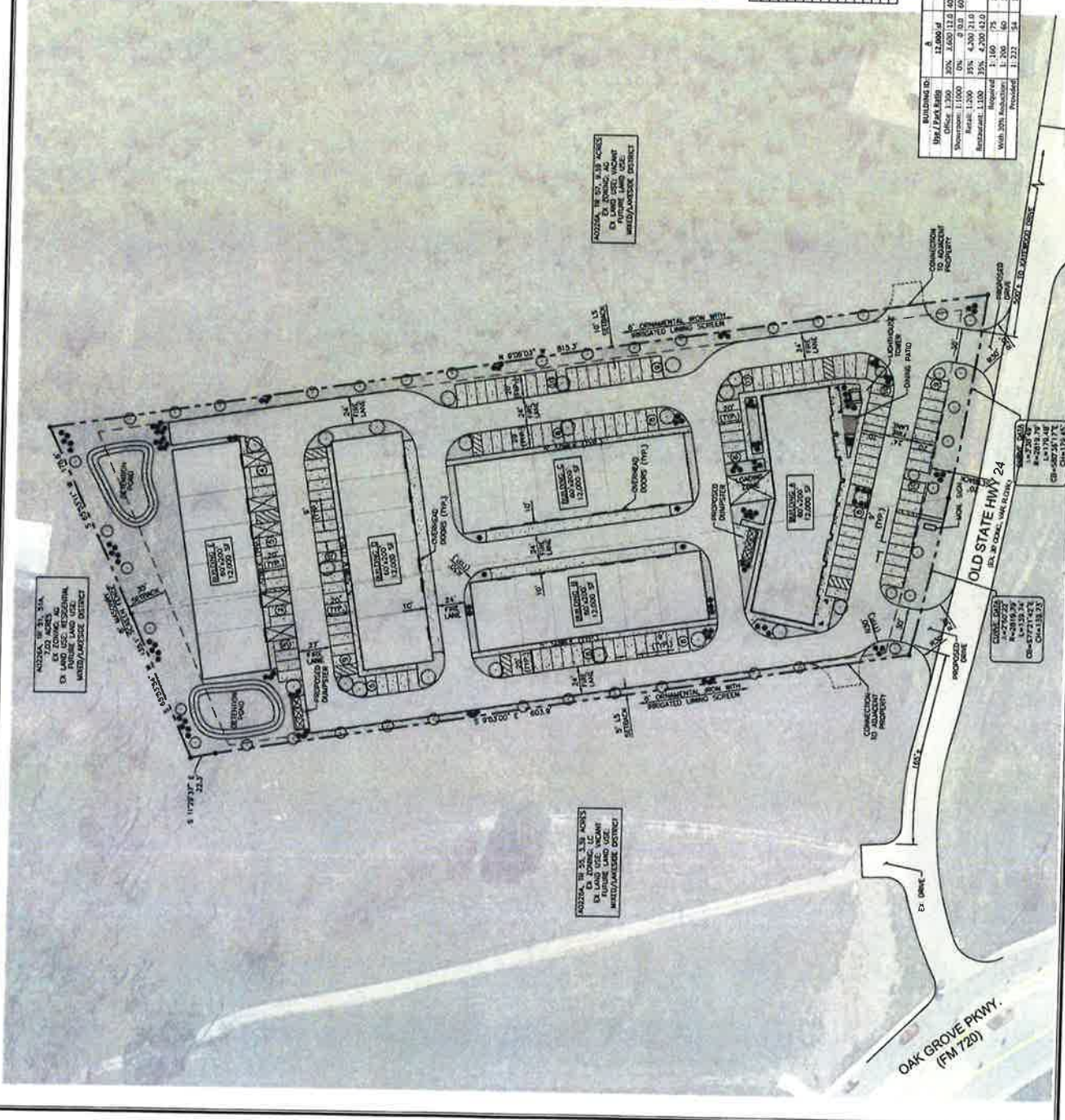


NOTES:

1. ALL BUILDINGS SHALL BE ONE STORY IN HEIGHT.
2. EXISTING TREES AT BACK OF PROPERTY (NORTH SIDE) WILL BE PRESERVED IF POSSIBLE. THE PROPOSED DETENTION POND IS SCHEMATIC IN SIZE AND LOCATION.
3. THE SITE GENERALLY DRAINS TO THE EAST AND NORTH. ON-SITE DRAINAGE FACILITIES WILL BE DESIGNED TO MITIGATE RUNOFF.
4. DUMPSTER ENCLOSURES SHALL BE 14'x25' AND SCREENED PER TOWN OF LITTLE ROCK STANDARDS.



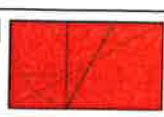
GENERAL SITE NAME	402228 R.M. GOLF IN SE 1/4, S54
EXISTING ZONING	COMMERCIAL
PROPOSED ZONING	PLANNED DEVELOPMENT-COMMERCIAL
PROPOSED PROJECT	WANTAWAY/ACRES
OWNER	WANTAWAY/ACRES
USE	RETAIL COMMERCIAL
LOT AREA (SQUARE FEET)	217,364
LOT AREA (ACRES)	4.99 ±
TOTAL BULKING AREA (SQUARE FEET)	60,000
TOTAL BULKING AREA (ACRES)	1.38 ±
NET BULKING AREA (SQUARE FEET)	60,000
NET BULKING AREA (ACRES)	1.38 ±
OPEN AREA (SQUARE FEET)	157,364
OPEN AREA (ACRES)	3.61 ±
EXISTING PARKING (F)	23,372 (USE 1000)
PROPOSED PARKING (F)	140
PROPOSED PARKING (F PER ACRE)	28

[illegible]



NEW PLANS FOR
**LAKEVIEW SHOPS
& BUSINESS PARK**
LITTLE ELM, TEXAS
OLD STATE HWY 24

BATES ARCHITECTS
MARK M. MARTIN, ARCHITECT
MICHAEL A. BATES, ARCHITECT
501 S. LOOP 268, #25
DENTON, TEXAS 76201
PH: 817.381.4888
FAX: 817.381.4888

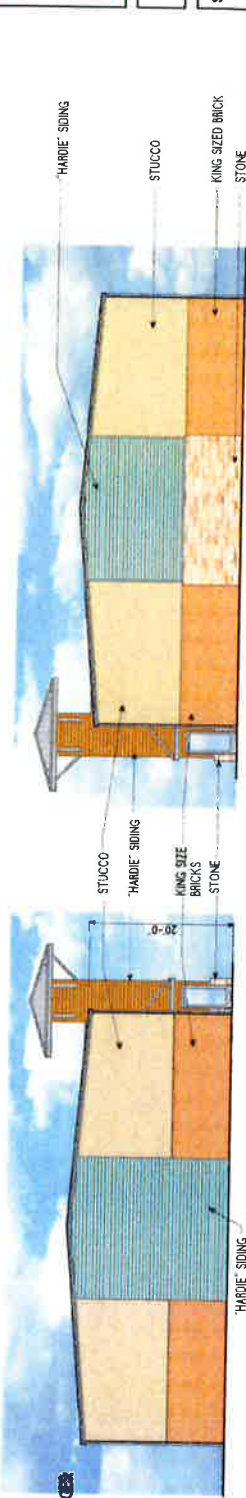


PROJECT NO.
18-229

SHEET **A1**
OF 1



EAST ELEVATION - PRIVATE SIDE



NORTH ELEVATION - PRIVATE SIDE

SOUTH ELEVATION - PUBLIC SIDE

OVERALL PERCENTAGES

STUCCO 35%
'HARDIE' SIDING 24%
KING SIZED BRICK 20%
STONE 5%