STATE OF TEXAS	§	DEVELOPMENT AGREEMENT
	§	FOR _The Dog Stop (PD-23-03342)_
COUNTY OF DENTON	8	

This Development Agreement for The Dog Stop ("<u>Agreement</u>") is entered into between Happy Tails of Texas, LLC ("<u>Developer</u>"), whose address for purposes of this Agreement is 16101 Madison Square Way, Prosper, TX 75078, and the Town of Little Elm, Texas ("<u>Town</u>"), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. Developer and the Town are sometimes referred herein together as the "<u>Parties</u>" and individually as a "<u>Party</u>."

Recitals:

- 1. Developer is the owner of approximately 2.476 acres located at 802 and 804 East Eldorado Parkway in the Town of Little Elm, Texas (the "<u>Property</u>"), which Property is more particularly described in <u>Exhibit A</u> attached hereto.
- 2. In furtherance of the development of the Property, the Parties have negotiated certain matters regarding the Property as set forth in this Agreement.
- 3. The Parties seek to memorialize these negotiated matters and to include them in this contractually-binding Agreement.
- **NOW, THEREFORE**, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties do hereby agree as follows:
- **Section 1.** <u>Incorporation of Premises</u>. The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.
- **Section 2.** Term. This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so ("<u>Effective Date</u>"). This Agreement shall remain in full force and effect from the Effective Date until terminated by the mutual agreement of all of the Parties in writing, or until all obligations in the Agreement have been fulfilled ("**Term**").

Section 3. Agreements. The Parties agree as follows:

- **A.** The negotiated and agreed upon zoning and development standards contained in the Dog Stop PD Ordinance, No. 1744, 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.** Hammerhead paving shall be removed at the time the adjacent property to the west develops and provides Fire and Access easements. Upon hammerhead removal, tree and shrub planting shall be provided in compliance with landscaping requirements per Town Ordinance, at the time of planting.

- **C.** Future publicly accessible dog park areas must follow the minimum standards of maintenance and operation attached as part of **Exhibit C**.
- **D.** Dog splash pad examples shall serve as reference of minimal standard and are included as part of **Exhibit C**.

Section 4. Miscellaneous.

- **A.** <u>Applicability of Town Ordinances</u>. When the Property is developed, Developer shall construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.
- В. **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. <u>Venue</u>. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Denton County, Texas.
- **D.** <u>Relationship of Parties</u>. 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.** <u>Severability</u>. 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.** <u>Exhibits</u>. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.
- **H.** <u>Surviving Rights</u>. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.
- **I.** 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.** <u>Authority to Execute</u>. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.
- **K.** <u>Amendments</u>. This Agreement may be only amended or altered by written instrument signed by the Parties.
- **L.** <u>Headings</u>. The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.
- M. <u>Entire Agreement</u>. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.
- **N.** <u>Filing in Deed Records</u>. This Agreement shall be recorded in the real property records of Denton County, Texas. This Agreement and all of its terms, conditions, and provisions is and shall constitute a restriction and condition upon the development of the Property and all portions thereof and a covenant running with the Property and all portions thereof, and is and shall be binding upon Developer and all of Developer's heirs, successors, and assigns and the future owners of the Property and any portion thereof;

provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any final platted residential lot upon which a completed home has been constructed.

- О. 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.** <u>Sovereign Immunity</u>. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.
- Q. <u>Exactions/Infrastructure Costs</u>. 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.** <u>Undocumented Workers Provision.</u> 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. <u>Prohibition on Contracts with Certain Companies Provision.</u> In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

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

TOWN OF LITTED BING TOWN

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

DEVEL OPED

DEVELOPER	TOWN OF LITTLE ELM, TEXAS
a compan	y
By:	By: Matt Mueller Town Manager
Date:	Date:
	ATTEST:
	By:
	Caitlan Biggs
	Town Secretary

STATE OF TEXAS	§ §			
COUNTY OF DENTON				
Before me, the unopersonally appeared MAT known to me to be the packnowledged to me that expressed.	Γ MUELLER, To erson whose nan	own Manager one is subscribe	of the Town of Lit d to the foregoing	tle Elm, Texas instrument and
[Seal]		By:	Notary Public, State	of Texas
		My Com	nmission Expires:	
STATE OF TEXAS	§ §			
COUNTY OF				
Before me, the unopersonally appearedsubscribed to the foregoing the purposes and considerarepresentative of	instrument and a	, known to nacknowledged to ressed and in	ne to be the person o me that he execut the capacity of a	whose name is ted the same for
[Seal]		By:	Notary Public, State	of Texas
		My Com	nmission Expires:	

EXHIBIT A

Property Description

METES AND BOUNDS DESCRIPTION 2.476 ACRES OUT OF LOT 1 AND LOT 2, BLOCK A, CARTER ESTATES IN THE MATTHEW JONES SURVEY, A-667 TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

All that certain 2.476 acres of land, which is out of the property described in the deeds to Eduardo Chaparro and Manuel Alonzo, recorded in Document Number 2016-18030 and 2017-1405 in the Deed Records of Denton County, Texas (D.R.D.C.T.), which is the remainder of Lot 1 and Lot 2, Block A, Carter Estates, recorded in Cabinet P, Slide 347 in the Plat Records of Denton County, Texa (P.R.D.C.T.), in the Matthew Jones Survey, A-667, Town of Little Elm, Denton County, Texas and more particularly described by metes and bounds as follows: (All bearings shown hereon are based on the Texas Coordinate System of 1983, North Central Zone)

BEGINNING at a 1/2" iron rod found for the southwest corner of the 37 square foot right-of-way dedication to the State of Texas, recorded in Document Number 2009-14727 D.R.D.C.T., common to the northeast corner of Tract 2 – 0.418 acres, described in the deed to Premier Family Limited Partnership, recorded in Document Number 2013-128480 D.R.D.C.T., in the south right-of-way line of East Eldorado Parkway (R.O.W. Varies) and in the west line of said Lot 1, Block A, Carter Estates, and from which a found 1/2" iron rod bears South 73° 28' West - 0.27', which is a point of a curve to the right, having a central angle of 05° 40' 49", a radius of 1086.00', and a chord bearing and distance of North 56° 50' 07" East – 107.62';

THENCE along said curve to the left, along the south right-of-way line of said East Eldorado Parkway, an arc distance of 107.66' to a 1/2" iron rod with a cap stamped "SPRY 5647" set for the most northerly northeast corner of the herein described tract, common to the northwest corner of the 0.328 acre tract described in the deed to the Town of Little Elm, recorded in Document Number 2008-5764 D.R.D.C.T.

THENCE South 29° 34' 28" East - 110.27' to a 1/2" iron rod with a cap found for the southwest corner of said 0.328 acre tract;

THENCE North 83° 15' 13" East - 76.74' to the most easterly northeast corner of the herein described tract, in the west line of Lot 1R, Block 1, One Elm Place Addition, recorded in Document Number 2016-205 P.R.T.C.T., from which a 1/2" iron rod with a cap stamped "LS 3047" found for the northwest corner of said Lot 1R, Block 1, One Elm Place Addition bears North 00° 34' 29" East – 145.54', and from which a found 1/2" iron rod with a cap bears North 83° 15' 13" East – 0.94';

THENCE South 00° 34' 29" West - 126.97' to a Corp of Engineers brass monument found for the most easterly southeast corner of the herein described tract, in the north line of Lake Lewisville;

THENCE South 29° 03' 18" West - 106.57' (plat called 107.06') along the north line of said Lake Lewisville, to a Corp of Engineers brass monument found for corner;

THENCE South 03° 21' 22" West - 305.63' continuing along the north line of said Lake Lewisville, a 1/2" iron rod with a cap stamped "SPRY 5647" set for the most southerly southeast corner of the herein described tract,

THENCE South 61° 00' 31" West - 170.93' continuing along the north line of said Lake Lewisville, a 1/2" iron rod found for the southwest corner of the herein described tract, common to the southeast corner Tract 1 -1.591 acres described in said deed to Premier Family Limited Partnership;

THENCE North 00° 10′ 54″ West - 333.61′ (plat called 334.02′) to a P.K. Nail in concrete found for a point for corner, common to the most easterly northeast corner of said Tract 1, common to the southeast corner of said Tract 2;

THENCE North 00° 08' 43" East - 302.49' to the POINT OF BEGINNING and containing 2.476 acres of land.

EXHIBIT B

The Dog Stop PD Ordinance, No. 1744

TOWN OF LITTLE ELM ORDINANCE NO. 1744

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY ESTABLISHING A NEW PLANNED DEVELOPMENT – LIGHT COMMERCIAL (PD-LC) DISTRICT IN ORDER TO ALLOW A NEW COMMERCIAL DEVELOPMENT WITH MODIFIED USES AND DEVELOPMENT STANDARDS ON APPROXIMATELY 2.476 ACRES OF LAND LOCATED AT 802 AND 804 EAST ELDORADO PARKWAY, GENERALLY SOUTH OF THE INTERSECTION OF LAKE TRAIL DRIVE AND EAST ELDORADO PARKWAY; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, a request for Planned Development-Light Commercial (PD-LC) with modified development standards on approximately 2.476 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 December 7, 2023 the Planning & Zoning Commission considered and made recommendations on Case No. PD-23-03342; and

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

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

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

SECTION 2. ZONING AMENDMENT. That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by establishing a new Planned Development-Light Commercial (PD-LC) based on Light Commercial (LC) district requirements with modified uses and development standards, on property located at 802 and 804 East Eldorado, within Little Elm's town limits, on approximately 2.476 acres of land more particularly described in **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The permitted standards 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. The Zoning and Land Use Regulations, and all conditions set forth in Exhibit B attached hereto and made a part hereof for all purposes shall be adhered to in their entirety for the purposes of this Planned Development. In the event of conflict between the provisions of Exhibit B and provisions of any other exhibit, the provisions of Exhibit B control.
- **b.** Dog Kennel with outside runs, dog splash pad, and future publicly accessible dog parks shall be allowed as shown in **Exhibit C**.
- **c.** Hammerhead paving shall be removed at the time the adjacent property to the west develops and provides Fire and Access easements. Upon hammerhead removal, tree and shrub planting shall be provided in compliance with

landscaping requirements per Town Ordinance, at the time of planting.

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 are approved. The subject property shall be improved in accordance with the plans set forth in **Exhibit C**.

- a) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two year expiration shall be granted if a development application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.
- b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council.
- c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

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

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

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

SECTION 7. SEVERABILITY. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 16th day of January, 2024.

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

Exhibit A

Metes and Bounds

METES AND BOUNDS DESCRIPTION 2.476 ACRES OUT OF LOT 1 AND LOT 2, BLOCK A, CARTER ESTATES IN THE MATTHEW JONES SURVEY, A-667 TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

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THENCE along said curve to the left, along the south right-of-way line of said East Eldorado Parkway, an arc distance of 107.66' to a 1/2" iron rod with a cap stamped "SPRY 5647" set for the most northerly northeast corner of the herein described tract, common to the northwest corner of the 0.328 acre tract described in the deed to the Town of Little Elm, recorded in Document Number 2008-5764 D.R.D.C.T.

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THENCE North 00° 08' 43" East - 302.49' to the POINT OF BEGINNING and containing 2.476 acres of land.

Exhibit B PD Standards

Exhibit B

Planned Development District Standards

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

General Conditions for PD:

1. Purpose:

The purpose of this Planned Development is to allow for a commercial retail building, housing a dog boarding, daycare, grooming facility with outdoor dog play areas and publicly accessible dog park areas as provided in Exhibit C. This PD will allow for alternative standards to building design, signage, and an alternative to the foundation planting requirement.

2. Project Location:

The proposed PD site is commonly known as 802 East Eldorado Parkway, Little Elm, Texas 75068. A legal description is set forth in Exhibit A, and a site plan is set forth in Exhibit C. The Property is zoned Light Commercial and under the Future Land Use map approved by Little Elm, is surrounded by Light Commercial. Currently, the adjacent parcel to the west of the Property (currently used as a church) is zoned single family, the adjacent land south of the property is the Lake Lewisville Floodplain, the land on the north across East Eldorado Parkway is Light Commercial, and the adjacent land to the east is Light Commercial. No land adjacent to the PD site is used as residential.

Use Regulations:

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

Light Commercial to allow for the following waivers and amendments:

- a. Two outdoor publicly accessible dog parks located on the south side of the property as depicted in Exhibit C;
- b. Outdoor play areas adjacent to the south side of the building as depicted in Exhibit C;

- c. One small outdoor play area adjacent to the west side of the building as depicted in Exhibit C;
- d. One outdoor splash pad adjacent to the southeast side of the building as depicted in Exhibit C;

4. Base Zoning District:

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

5. Height and Area Regulations:

This PD shall follow and conform to all Landscape Requirements set forth for Light Commercial zoning as defined in Zoning Ordinance section 106.06.08 – Special area and height regulations.

6. Conceptual Site Plan:

Exhibit C identifies and locates the waivers and amendments of this PD. The proposed development will have design elements as currently included in the design requirements of the Light Commercial Zoning except as otherwise specified in Exhibit C.

7. Landscape Requirements:

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

- The outdoor play areas adjacent to the building will utilize artificial turf instead of grass;
- b. The Foundation Planting Requirements will be met through provision of a shaded outdoor seating structure.
- c. Due to lot size constraints, in lieu of placing a landscape buffer and vehicular screening along the west side of the hammer head, if and when the adjacent parcel to the west of the subject property is developed and attaches a fire lane to the location of the hammer head as depicted on Exhibit C, the portion of the hammer head south of the southern fire lane boundary (that runs parallel to east/west) shall be removed and replaced with planting.

Landscape Point System for less than three acres equals 25 points.

Points applicable to PD design:

5 pts	Buffer Berms
5 pts	Open space provision
5 pts	Shaded or decorative outdoor seating areas
5 pts	Public art small
5 pts	Public dog parks (one for small dogs and one for large dogs)
5 pts	Enhanced hardscape (meandering walking trails in and near the public dog parks)

8. Screening Standards:

Subject property is surrounded by commercial uses and will therefore not require a masonry perimeter wall. The PD shall follow all applicable requirements within DIVISION 3. –SCREENING WALLS AND FENCES with the following exceptions:

a. Outdoor Dog Play Areas shall have at least 8 foot white vinyl screening fence, or better. Splash Pad are shall have a black vinyl coated chain-link fence, or better. Dog Park Areas shall have at least 6 foot black vinyl coated chain-link fence, or better.

9. Architectural Standards:

This PD shall follow and conform to all architectural guidelines set forth for Light Commercial zoning as defined in Zoning Ordinance section 106.06.05 – Architectural standards for commercial structures, except as otherwise depicted on the plans as part of Exhibit C.

10. Parking Standards:

All parking requirements in section 106.06.41 will be followed. This PD shall require 1 parking space per 500 square feet of kennel/boarding/daycare floor area, per section 106.06.45. The site plan depicted in Exhibit C exceeds the parking space required by section 106.06.45.

11. Signs:

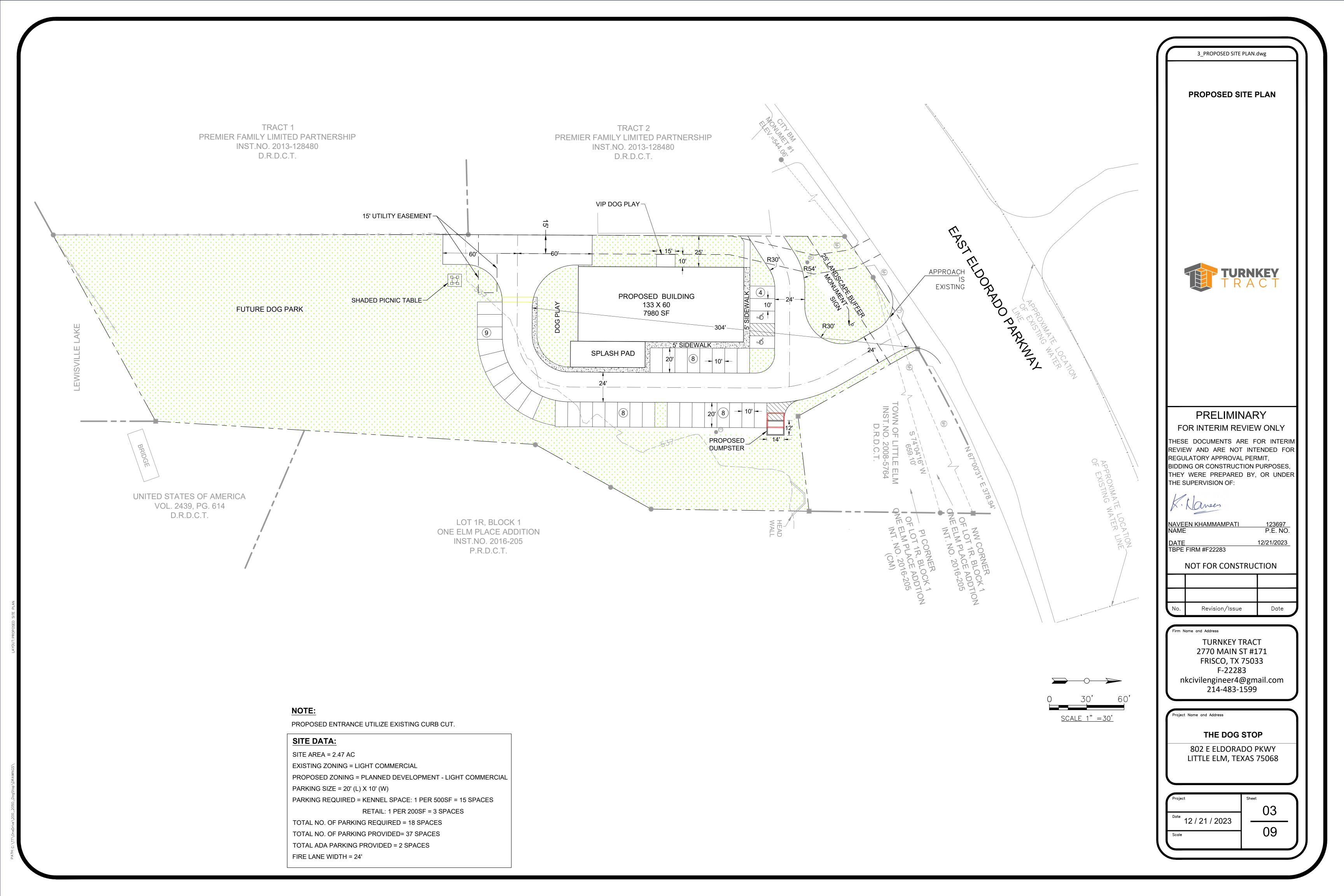
All provisions within Chapter 86 – Sign Ordinance shall be met except as specified below:

- a. North Facade is allowed an additional 304 sq ft perforated metal sign in the form of a dog, as shown within Exhibit C.
- b. East Façade is allowed an additional three perforated metal paw prints 4 foot x 4 foot, each.

Requested waivers and other amendments contained herein:

- Dog parks located on the south side of the property as depicted in Exhibit C (approximately one acre);
- Outdoor play areas adjacent to the south side of the building as depicted in Exhibit C:
- 3. One outdoor play area adjacent to the west side of the building as depicted in Exhibit C:
- 4. One outdoor splash pad adjacent to the southeast side of the building as depicted in Exhibit C;
- 5. Artwork and signage on the building and sign monument as depicted in Exhibit C (approximately 304 square feet on the north elevation of the building; approximately 48 square feet on the east elevation of the building; and approximately 60 square feet on the sign monument near Eldorado Parkway pursuant to Little Elm's sign ordinance Section 86-13(b)(7)c);
- 6. Varying materials in percentages as stated and depicted in Exhibit C (North Elevation: 30% Glazing, 35% Metal Cladding, & 57% Masonry, 8% Stucco; East Elevation: 30% Glazing, 4% Metal Cladding, 80% Masonry, & 16% Stucco; West Elevation: 22% Glazing, 90% Masonry, 10% Stucco; South Elevation 100% Masonry). Due to building function Glazing requirements were not able to be met on the West Elevation.
- 7. A single dumpster enclosure approximately 12 ft. X 14 ft. due to lot size restrictions.
- 8. Regarding the publicly accessible dog parks, six-foot black vinyl coated chain link fencing.
- 9. Regarding the outdoor dog play areas adjacent to the building, eight-foot solid white vinyl fencing.
- 10. Regarding the outdoor dog water park play area, transparent fencing such as thick glass, plexiglass, wrought iron, or similar.

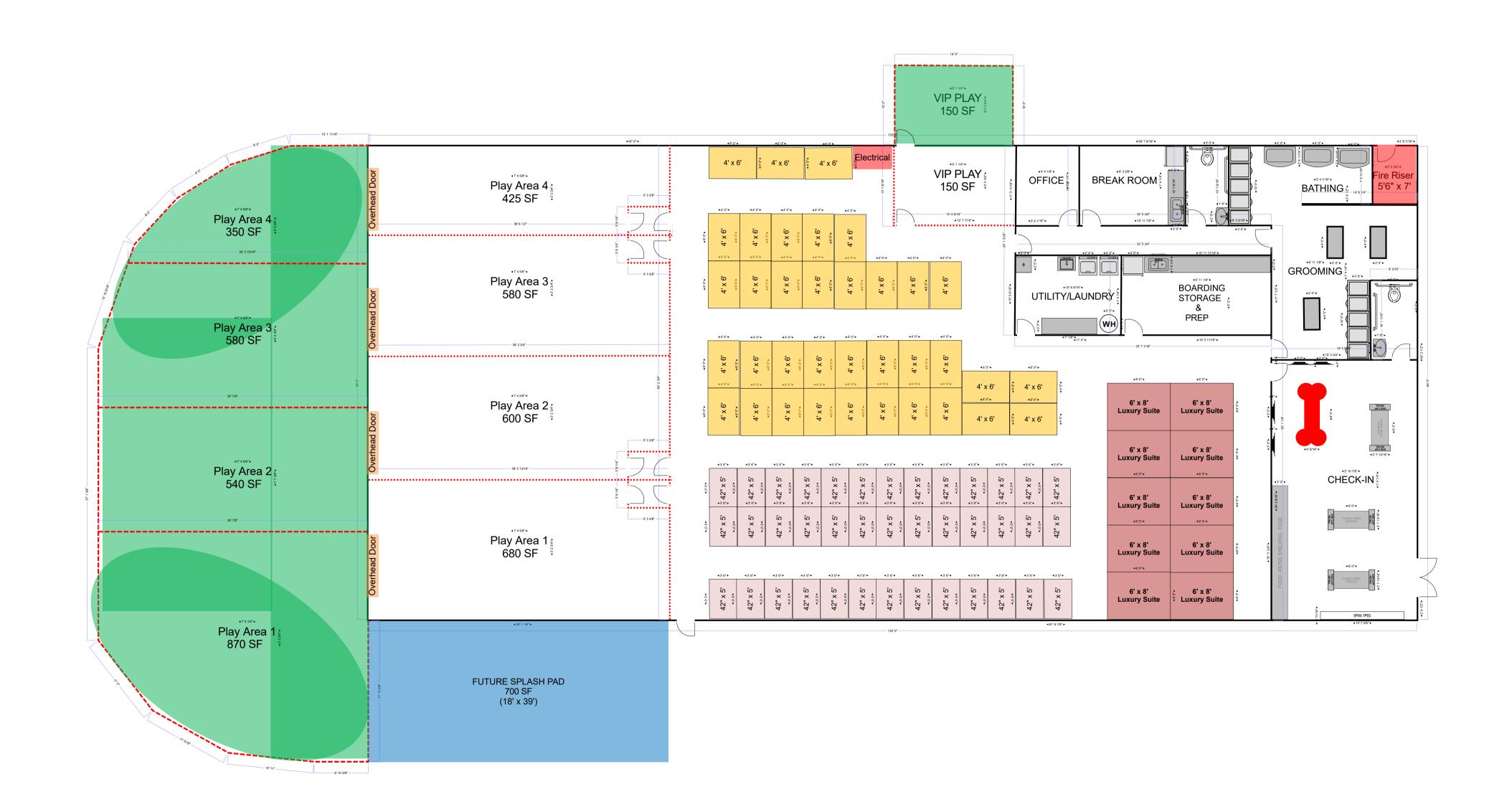
Exhibit CDevelopment Plans



10 [6' x 8'] (Luxury), 39 [3.5' x 5'] and 36 [4' x 6']

TOTAL 85 Kennels

Building Total 7980 SF







CONCEPTUAL RENDERING

THE DOG STOP

NOV 13 802 EAST ELDORADO PKWY.
LITTLE ELM, TX

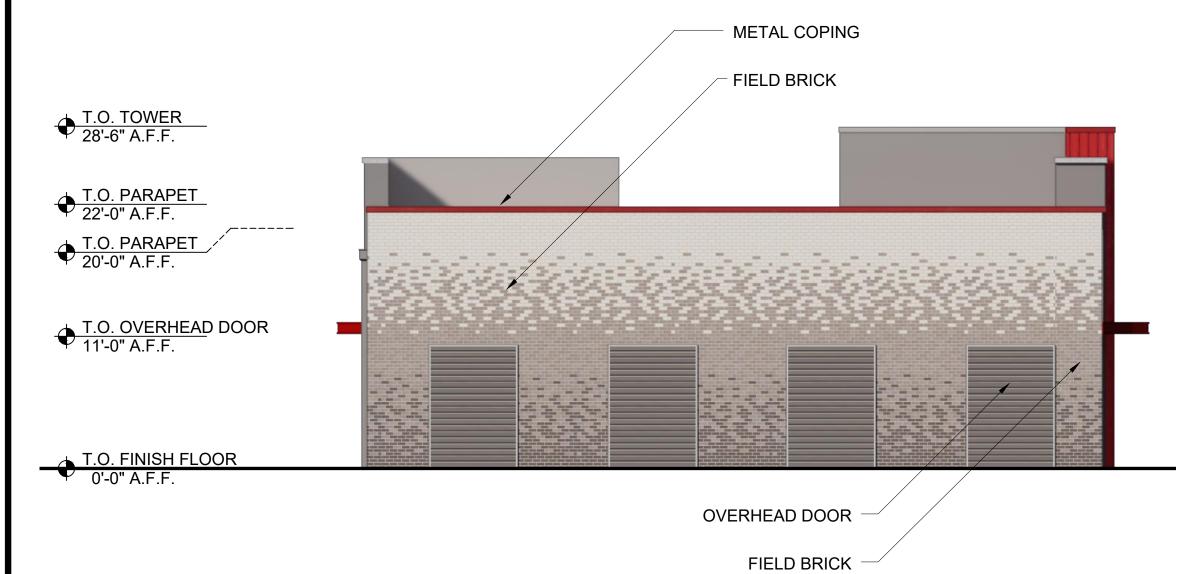
23053_dog Stop_elevations_231113.dwg 4:48 PM THIS DRAWING IS FOR PRESENTATION PURPOSES ONLY. ANY AND ALL FEATURES, MATTERS AND OTHER INFORMATION DEPICTED HEREON OR CONTAINED HEREIN ARE FOR ILLUSTRATIVE MARKETING PURPOSES ONLY, ARE SUBJECT TO MODIFICATION WITHOUT NOTICE, ARE NOT INTENDED TO BE RELIED UPON BY ANY PARTY AND ARE NOT INTENDED TO CONSTITUTE REPRESENTATIONS AND WARRANTIES AS TO THE SIZE AND NATURE OF IMPROVEMENTS TO BE CONSTRUCTED (OR THAT ANY IMPROVEMENTS WILL BE CONSTRUCTED) OR AS TO THE IDENTITY OR NATURE OF ANY OCCUPANTS THEREOF.



SCALE: 1/8" = 1'-0"

NORTH ELEVATION

DATA TABLE: GLAZING METAL CLADDING 35% **MASONRY** STUCCO 370 SF SIGNAGE



03 SOUTH ELEVATION

ELEMENT

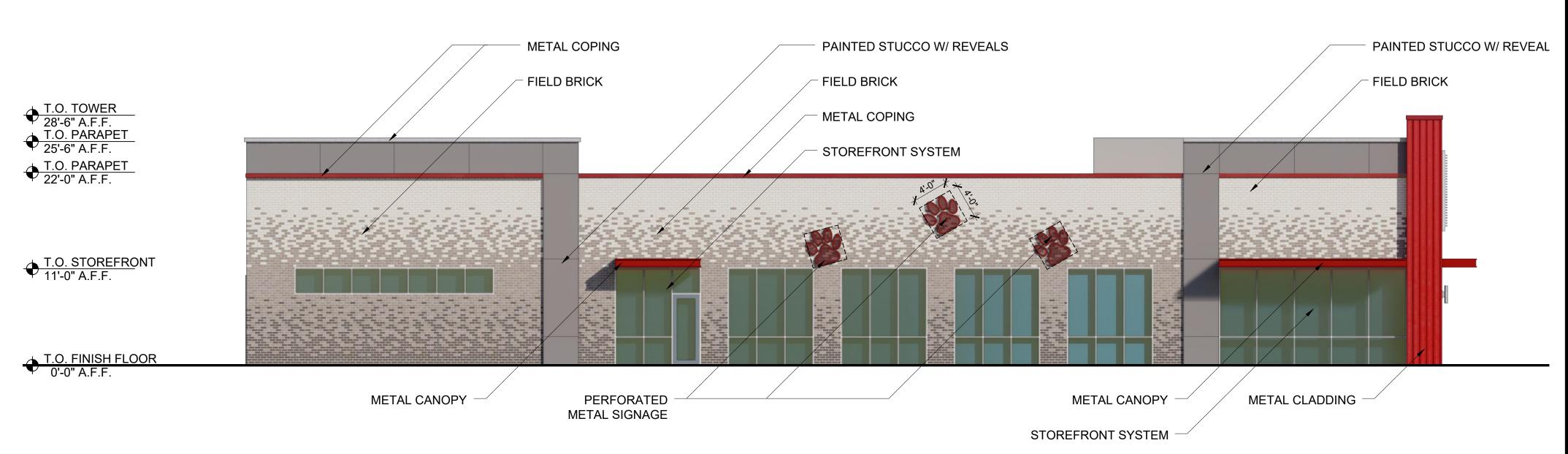
DATA TABLE: GLAZING MASONRY 100%

PRELIMINARY ELEVATIONS

THE DOG STOP

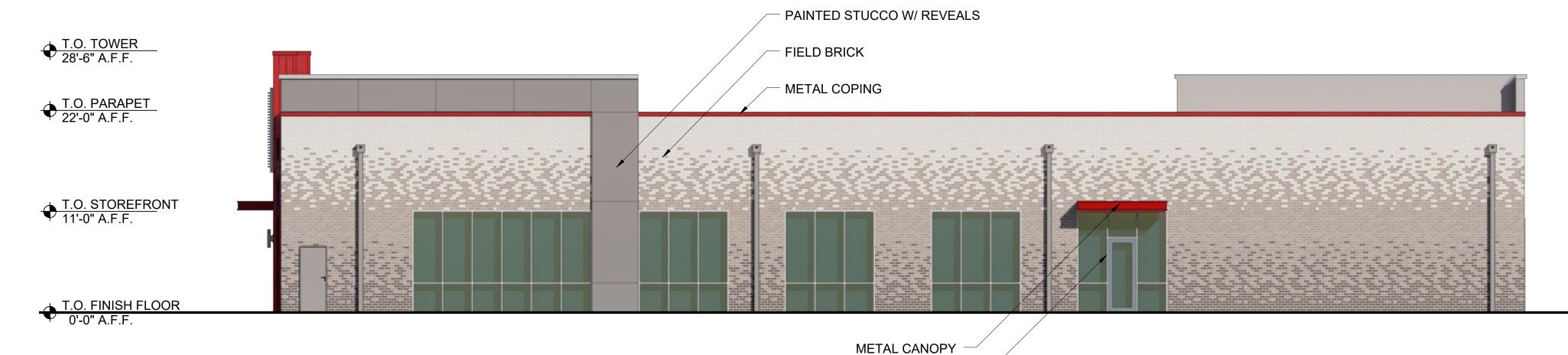
802 EAST ELDORADO PKWY.

2023 LITTLE ELM, TX 23053_dog Stop_elevations_231113.dwg 4:48 PM



EAST ELEVATION

DATA TABLE: 30% GLAZING METAL CLADDING 4% 80% MASONRY 16% STUCCO 48 SF SIGNAGE



STOREFRONT SYSTEM

SCALE: 1/8" = 1'-0"

SCALE: 1/8" = 1'-0"

WEST ELEVATION

DATA TABLE: GLAZING 22% **MASONRY** 90% STUCCO 10%

MATERIAL LEGEND:

PAC-CLAD - HIGHLINE C1 **METAL CLADDING:**

CARDINAL RED

BRICK - CLOUD CERAMIC MASONRY:

CLOUD GREY & ASH GREY & BLACK DIAMOND

PAINT - SHERWIN WILLIAMS STUCCO: SW 7024 FUNCTIONAL GRAY

GENERAL NOTES:

-PRELIMINARY SITE PLAN, ALL LINEWORK IS APPROXIMATE AND PENDING RECEIPT OF SURVEY / CAD LINEWORK. NOT FOR CONSTRUCTION

THIS DRAWING IS FOR PRESENTATION PURPOSES ONLY. ANY AND ALL FEATURES, MATTERS AND OTHER INFORMATION DEPICTED HEREON OR CONTAINED HEREIN ARE FOR ILLUSTRATIVE MARKETING PURPOSES ONLY, ARE SUBJECT TO MODIFICATION WITHOUT NOTICE, ARE NOT INTENDED TO BE RELIED UPON BY ANY PARTY AND ARE NOT INTENDED TO CONSTITUTE REPRESENTATIONS AND WARRANTIES AS TO THE SIZE AND NATURE OF IMPROVEMENTS TO BE CONSTRUCTED (OR THAT ANY IMPROVEMENTS WILL BE CONSTRUCTED) OR AS TO THE IDENTITY OR NATURE OF ANY OCCUPANTS THEREOF.

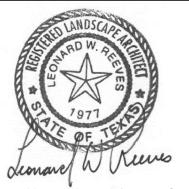
SCALE: 1/8" = 1'-0"



Lewisville, Texas 75057 469-635-1900 TBAE Firm #BR643

386 W. Main Street

Studio 13 Design Group, PLLC.



November 14, 2023



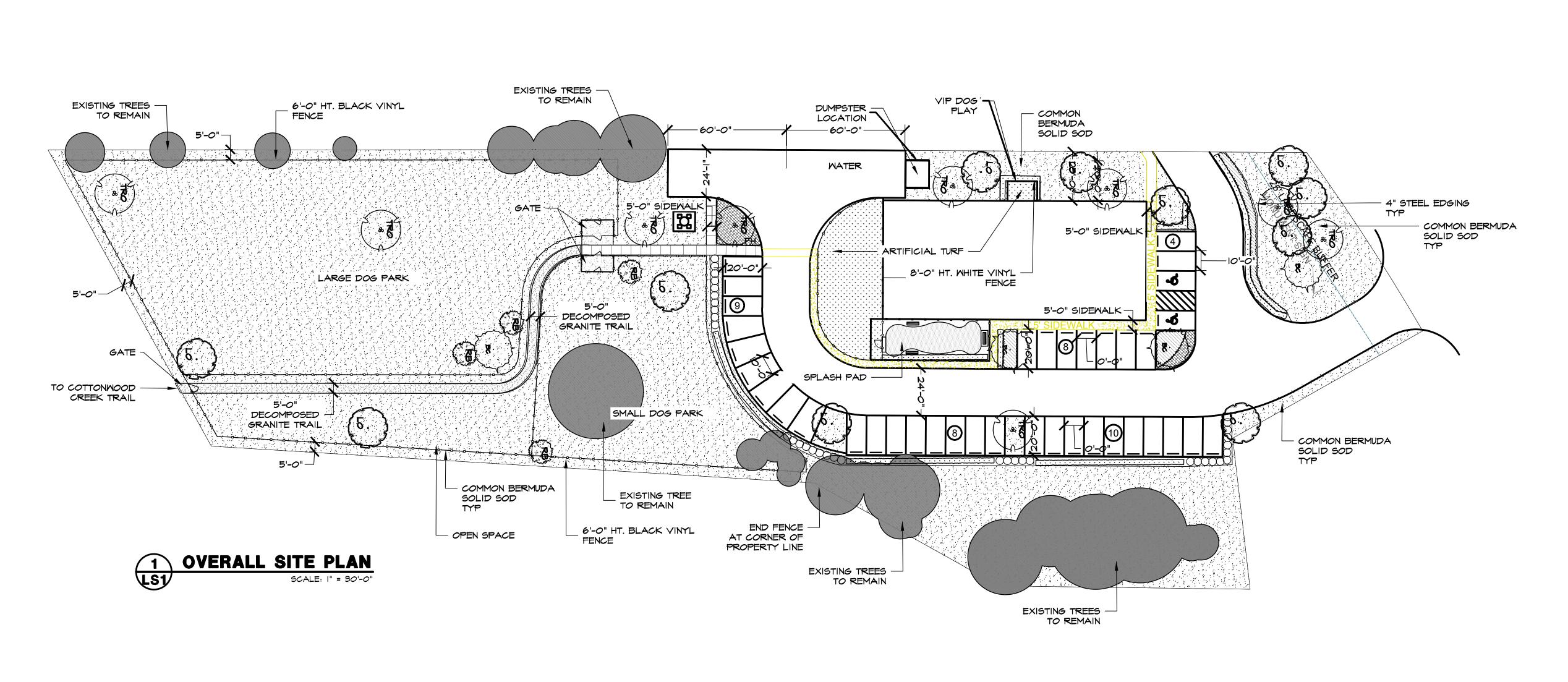
l" = 30' - 0" Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

AND SCREENING Stop Dog SCAPE

PROJECT

SGC001 PLATE SHEET LS1





EXISTING TREES TO REMAIN



BALD CYPRESS / TAXODIUM DISTICHUM (4" CALIPER)



TEXAS RED OAK / QUERCUS BUCKLEY! (4" CALIPER)



LIVE OAK / QUERCUS VIRIGINANA (4" CALIPER)



FOREST PANSY RED BUD / CERCIS CANADENSIS 'FOREST PANSY' (3" CALIPER)



DWARF BUFORD HOLLY / BUFORDII NANA



LITTLE BLUE STEM / SCHIZACHYRIUM SCOPARIUM



BLUE RUG JUNIPER / JUNIPERUS HORIZONTALIS 'WILTONII'



UPRIGHT ROSEMARY / DSMARINUS OFFICINALIS 'UPRIGHT'

\bigcirc	ROSMARINUS OFF
* *	ARTIFICIAL TURF

SOLID COMMON BERMUDA SOD

DECOMPOSED GRANITE



4'-0" LARGE DOG PARK ENTRANCE GATE -5'-0" SIDEWALK 5'-0" DECOMPOSED GRANITE TRAIL SMALL DOG PARK ENTRANCE GATE 4'-0"

SCALE: 1/4" = 1'-0"

2 DOG PARK GATE DETAIL

SYMBOL

LO LIVE OAK / QUERCUS VIRGINIANA

RB FOREST PANSY REDBUD /

BUFORDII NANA

DWARF BUFORD HOLLY /

TRO TEXAS RED OAK / QUERCUS BUCKLEY!

BC BALD CYPRESS / TAXODIUM DISTICHUM

CERCIS CANADENSIS 'FOREST PANSY'

3. ALL PLANT SUBSTITUTIONS ARE SUBJECT TO TOWN OF LITTLE ELM APPROVAL AND MUST BE SPECIFIED ON THE APPROVED LANDSCAPE PLAN.

GROUND COVERS USED IN LIEU OF TURF GRASS MUST PROVIDE COMPLETE COVERAGE WITHIN ONE (1) YEAR OF PLANTING AND MAINTAIN ADEQUATE COVERAGE AS APPROVED BY THE TOWN OF LITTLE ELM.

TREES MUST BE PLANTED FOUR FEET (4') OR GREATER FROM CURBS. SIDEWALKS, UTILITY LINES, SCREENING WALLS AND/OR OTHER STRUCTURES. THE **TOWN OF LITTLE ELM** HAS FINAL APPROVAL FOR ALL TREE PLACEMENTS. 6. TREE PITS SHALL HAVE ROUGHENED SIDES AND BE TWO TO THREE TIMES

WIDER THAN THE ROOT BALL OF THE TREE IN ORDER TO FACILITATE HEALTHY TREES SHALL NOT BE PLANTED DEEPER THAN THE BASE OF THE "TRUNK

FLARE". 8. THE TREE PIT SHALL BE BACKFILLED WITH NATIVE TOPSOIL FREE OF ROCK

AND OTHER DEBRIS. BURLAP, TWINE AND WIRE BASKETS SHALL BE LOOSENED AND PULLED BACK FROM THE TRUNK OF TREE AS MUCH AS POSSIBLE.

IO. TREES SHALL NOT BE WATERED TO EXCESS THAT RESULTS IN SOIL SATURATION, IF SOIL BECOMES SATURATED, THE WATERING SCHEDULE SHALL BE ADJUSTED TO ALLOW FOR DRAINAGE AND ABSORPTION OF THE EXCESS

II. A 3" LAYER OF MULCH SHALL BE PROVIDED AROUND THE BASE OF THE PLANTED TREE. THE MULCH SHALL BE PULLED BACK 4" FROM THE TRUNK OF THE TREE.

12. NO PERSON(S) OR ENTITY MAY USE IMPROPER OR MALICIOUS MAINTENANCE OR PRUNING TECHNIQUES WHICH WOULD LIKELY LEAD TO THE DEATH OF THE TREE. IMPROPER OR MALICIOUS TECHNIQUES INCLUDE, BUT ARE NOT LIMITED TO, TOPPING OR OTHER UNSYMMETRICAL TRIMMING OF TREES, TRIMMING TREES WITH A BACKHOE, OR USE OF FIRE OR POISON TO CAUSE THE DEATH OF A

13. ALL BEDS TO HAVE 3" OF COMPOSTED SOIL, LIVING EARTH TECHNOLOGY, OR APPROVED EQUAL TO A DEPTH OF 8" MINIMUM.

14. ALL PLANT BEDS SHALL BE TOP-DRESSED WITH A MINIMUM OF 3 INCHES OF

HARDWOOD OR OTHER MULCH. 15. TREES OVERHANGING WALKS AND PARKING SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF 7 FEET. TREES OVERHANGING PUBLIC STREET PAVEMENT DRIVE AISLES AND FIRE LANES SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF 14 FEET.

16. A VISIBILITY TRIANGLE MUST BE PROVIDED AT ALL INTERSECTIONS. SHRUBS ARE NOT TO EXCEED 30 INCHES IN HEIGHT. TREES SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF 7 FEET AT TIME OF PLANTING.

17. TREES PLANTED ON A SLOPE SHALL HAVE THE SOIL STAIN AT THE AVERAGE GRADE OF SLOPE.

18. NO SHRUBS SHALL BE PERMITTED WITHIN AREAS LESS THAN 3 FEET IN WIDTH. ALL BEDS LESS THAN 3 FEET IN WIDTH SHALL BE GRASS, GROUNDCOVER OR SOME TYPE OF FIXED PAYING.

19. THE OWNER, TENANT, AND/OR THEIR AGENTS, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE, ESTABLISHMENT, AND PERMANENCE OF PLANT MATERIAL. ALL LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE, BUT NOT LIMITED TO, MOWING, EDGING, PRUNING, FERTILIZING, WATERING, AND OTHER ACTIVITIES NECESSARY FOR THE MAINTENANCE OF LANDSCAPED AREAS.

20. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIAL THAT IS DAMAGED, DESTROYED, OR REMOVED SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR SIZE AND VARIETY WITHIN 30 DAYS UNLESS OTHERWISE APPROVED IN WRITING BY THE TOWN OF LITTLE ELM.

21. LANDSCAPE AND OPEN AREAS SHALL BE KEPT FREE OFF TRASH, LITTER AND

22. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED TO IRRIGATE ALL LANDSCAPE AREAS. OVERSPRAY ON STREETS AND WALKS IS PROHIBITED. A PERMIT FROM THE BUILDING INSPECTION DEPARTMENT IS REQUIRED FOR EACH IRRIGATION SYSTEM.

23. NO PLANT MATERIAL SHALL BE ALLOWED TO ENCROACH ON RIGHT-OF-WAY, SIDEMALKS OR EASEMENTS TO THE EXTENT THAT THE VISION OR ROUTE OF TRAVEL FOR VEHICULAR, PEDESTRIAN, OR BICYCLE TRAFFIC IS IMPEDED.

24. NO PLANTING AREAS SHALL EXCEED 3:1 SLOPE. 3' HORIZONTAL TO 1' VERTICAL.

> NOTE: TOP OF ROOT BALL TO BE LEVEL

THEOLACENT

½ ROOT BALL DIA.

ROOT BALL

FINISHED GRADE.

25. EARTHEN BERMS SHALL NOT INCLUDE CONSTRUCTION DEBRIS. CONTRACTOR MUST CORRECT SLIPPAGE OR DAMAGE TO THE SMOOTH FINISH GRADE OF THE BERM PRIOR TO ACCEPTANCE

26. ALL WALKWAYS SHALL MEET A.D.A. AND T.A.S. REQUIREMENTS.

27. CONTACT TOWN OF LITTLE ELM'S PLANNING DEPARTMENT AT FOR LANDSCAPE INSPECTION. NOTE LANDSCAPE INSTALLATION MUST COMPLY WITH APPROVED LANDSCAPE PLANS PRIOR FINAL ACCEPTANCE BY THE TOWN OF LITTLE ELM AND/OR OBTAINING A CERTIFICATE OF OCCUPANCY. 28. FINAL INSPECTION AND APPROVAL OF SCREENING WALLS, IRRIGATION AND

LANDSCAPE IS SUBJECT TO ALL PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO MANHOLES, VALVES, WATER METERS, CLEANOUTS AND OTHER APPURTENANCES, TO BE ACCESSIBLE, ADJUSTED TO GRADE AND TO THE **TOWN** OF LITTLE ELM'S PUBLIC WORKS DEPARTMENT STANDARDS

29. PRIOR TO CALLING FOR A LANDSCAPE INSPECTION, CONTRACTOR IS RESPONSIBLE FOR MARKING ALL MANHOLES, VALVES, WATER METERS, CLEANOUTS AND OTHER UTILITY APPURTENANCES WITH FLAGGING FOR FIELD VERIFICATION BY THE PUBLIC WORKS DEPARTMENT.

ORNAMENTAL

3" MULCH AS

WATER RETENTION

ROOT BALL DIA.

PLANTING SOIL MIXTURE (60% EXIST. SOIL LESS ROCK &

NOT TO SCALE

DEBRIS \$ 40% ORGANIC

MATTER MIXED TOGETHER)

BASIN (2" HT.)

- FINISH GRADE

SPECIFIED

GRASS

POCKET PLANTING ORNAMENTAL GRASS DETAIL

LITTLE BLUESTEM GRASS / 12" O.C. 479 I GALLON FULL PLANTS SCHIZACHYRIUM SCOPARIUM BLUE RUG JUNIPER 12" O.C. 584 FULL PLANTS I GALLON JUNIPERUS HORIZONTALIS 'WILTONII' UPRIGHT ROSEMARY / AS SHOWN 36 FULL PLANTS 3 GALLON ROSMARINUS OFFICINALIS 'UPRIGHT' SQUARE DECOMPOSED GRANITE 1,783 4" DEPTH MINIMUM 100% COVERAGE SQUARE ARTIFICIAL TURF SOLID SOD 2,462 MINIMUM 100% COVERAGE SQUARE 64,315 COMMON BERMUDA SOLID SOD SOLID SOD MINIMUM 100% COVERAGE

PLANT LIST

SIZE

4" CALIPER

4" CALIPER

4" CALIPER

3" CALIPER

36" HEIGHT

COMMON/BOTANICAL NAME

GROUNDCOVER (TYPICAL) -

3" MULCH (AS SPECIFIED)

SLOPE MULCH FROM WALK

EXISTING PAVING

PLANTING MIX AS SPECIFIED

REMOVE CONTAINER AND

PRUNE ANY CIRCLING ROOT

OR CURB

L2

OR CURB EDGE TO I"

ABOVE WALK OR CURB

SPACING QUANTITY

10

287

AS SHOWN

AS SHOWN

AS SHOWN

AS SHOWN

AS SHOWN

REMARKS

FULL PLANTS

6' MINIMUM SPREAD: MINIMUM 12' HEIGHT: FULL ROUNDED

HEAD 6' MINIMUM BRANCHING HEIGHT; NURSERY GROWN,

6' MINIMUM SPREAD; MINIMUM 12' HEIGHT; FULL ROUNDED

HEAD 6' MINIMUM BRANCHING HEIGHT; NURSERY GROWN

6' MINIMUM SPREAD; MINIMUM 12' HEIGHT; FULL ROUNDED

HEAD 6' MINIMUM BRANCHING HEIGHT; NURSERY GROWN,

5' MINIMUM SPREAD; MINIMUM 8' HEIGHT; 2" MIN. CAL.;

FULL HEAD NURSERY GROWN

TAPER PLANTING BED DOWN

MULCH LAYER AS SPECIFIED

PLANTING MIX

AS SPECIFIED

PLASTIC EDGING STAKES @ 3'-O" O.C. MAX. WITH

NOT TO SCALE

TRIANGULARLY SPACE ALL GROUND COVERS. D = GROUNDCOVER OR SHRUB

NOT TO SCALE

SPACING AS NOTED.

BENDA BOARD EDGING AS SPECIFIED

LOCATE ON PLANTING SIDE OF EDGE

PLATED DECK SCREWS FOR ATTACHMENT,

TO TOP OF EDGING

TYPICAL BED EDGING DETAIL

FINISH

GRADE

REMOVE ALL LABELS

-SEE PLAN-

SHRUB AND GROUNDCOVER PLANTING DETAIL

-MAX. I" DOWN

LANDSCAPE PROVIDED

SITE TREE REQUIREMENTS

10 % OF GROSS VEHICULAR AREA TO BE LANDSCAPED. ONE (1) TREE PER 400 SQ. FT. OF REQUIRED LANDSCAPED AREA. VEHICULAR AREA: 27,386 SQ. FT. PROVIDED:

LANDSCAPED AREA: 2,773 SQ. FT. (10%)

TREES: 22 SHADE TREES, 4 (3") ORNAMENTAL TREES

PARKING LOTS

PROVIDED:

ALL PARKING SPACES MUST BE LOCATED WITHIN 70 FT OF LARGE CANOPY TREE. ONE TREE PER ISLAND AND ONE ISLAND FOR EVERY TEN (IO) SPACES.

PERIMETER LANDSCAPE REQUIREMENTS

1-4" CAL. CANOPY TREE / 40 LF OF LANDSCAPE EDGE 253 LF OF FRONTAGE / 40 LF = 7 - 4" CAL. TREES REQUIRED. 3-3" ORNAMENTAL TREES / 5 SHADE TREES 7 SHADE TREES / 5 ORNAMENTAL TREES = 2-3" ORNAMENTAL TREES REQUIRED. **PROVIDED:** 7 - 4" CALIPER CANOPY TREES PROVIDED

4 - 3" CALIPER ORNAMENTAL TREES PROVIDED.

36" HEIGHT EVERGREEN SHRUBS PROVIDED AS VEHICULAR SCREENING.

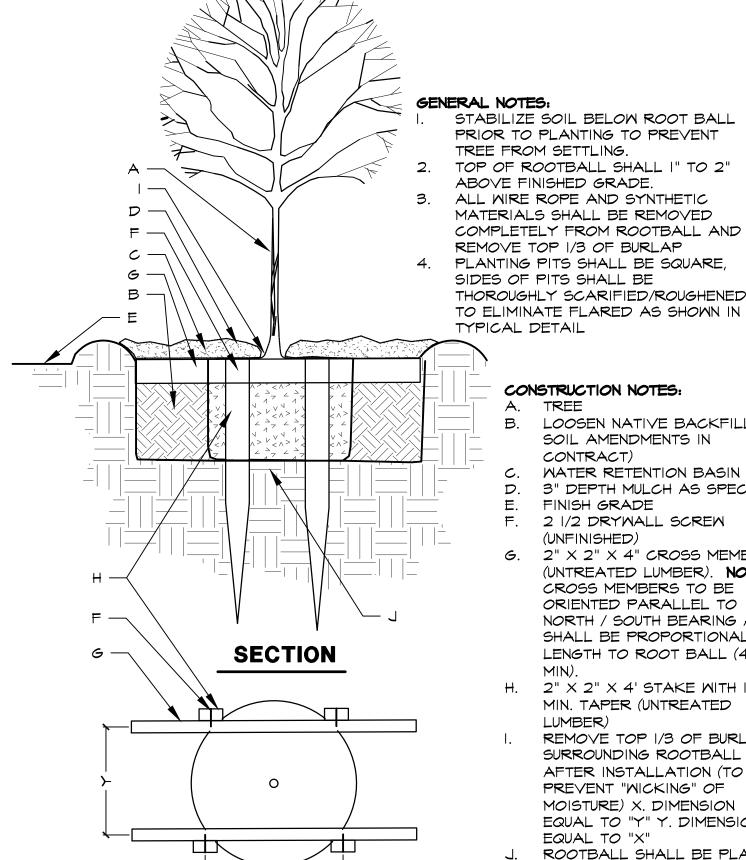
FOUNDATION PLANTING AND ORNAMENTAL TREES PROVIDED ON NORTH SIDE OF BUILDING.

REQUIRED 8 FT. MASONRY WALL ALONG ENTIRE LENGTH OF PERIMETER AND A TWENTY (20) FOOT LANDSCAPE BUFFER W/ TREES FIFTEEN (15) FT ON CENTER PROVIDED:

43 - 4" CALIPER TREES 8' MASONRY WALL 20 FT LANDSCAPE BUFFER

DETENTION POND REQUIREMENTS

I-4" CAL. CANOPY TREE / 30 LF OF LANDSCAPE EDGE 351 LF OF FRONTAGE / 30 LF = 11 - 4" CAL. TREES REQUIRED **PROVIDED:** 12 - 4" CALIPER CANOPY TREES PROVIDED



GENERAL NOTES:

STABILIZE SOIL BELOW ROOT BALL PRIOR TO PLANTING TO PREVENT TREE FROM SETTLING.

TOP OF ROOTBALL SHALL I" TO 2" ABOVE FINISHED GRADE. ALL WIRE ROPE AND SYNTHETIC MATERIALS SHALL BE REMOVED

REMOVE TOP 1/3 OF BURLAP PLANTING PITS SHALL BE SQUARE, SIDES OF PITS SHALL BE THOROUGHLY SCARIFIED/ROUGHENED TO ELIMINATE FLARED AS SHOWN IN

CONSTRUCTION NOTES:

LOOSEN NATIVE BACKFILL (NO SOIL AMENDMENTS IN CONTRACT)

MATER RETENTION BASIN 3" DEPTH MULCH AS SPECIFIED FINISH GRADE

2 1/2 DRYWALL SCREW (UNFINISHED)

2" X 2" X 4" CROSS MEMBER (UNTREATED LUMBER). NOTE: CROSS MEMBERS TO BE ORIENTED PARALLEL TO NORTH / SOUTH BEARING AND SHALL BE PROPORTIONAL IN LENGTH TO ROOT BALL (4'

H. 2" X 2" X 4' STAKE WITH 18" MIN. TAPER (UNTREATED

REMOVE TOP 1/3 OF BURLAP SURROUNDING ROOTBALL AFTER INSTALLATION (TO PREVENT "WICKING" OF MOISTURE) X. DIMENSION EQUAL TO "Y" Y. DIMENSION EQUAL TO "X"

ROOTBALL SHALL BE PLACED ON UNDISTURBED NATIVE SOIL.

PLAN VIEW

4 TREE PLANTING

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary. One Inch T [L] X Stop Plan S ape go

DESIGN GROUP

Studio 13 Design Group, PLLC

THESE DOCUMENTS ARE

ONLY AND NOT INTENDED

FOR CONSTRUCTION OR

Submittal 11-14-2023

FOR INTERIM REVIEW

BIDDING PURPOSES.

386 W. Main Street

469-635-1900

Lewisville, Texas 75057

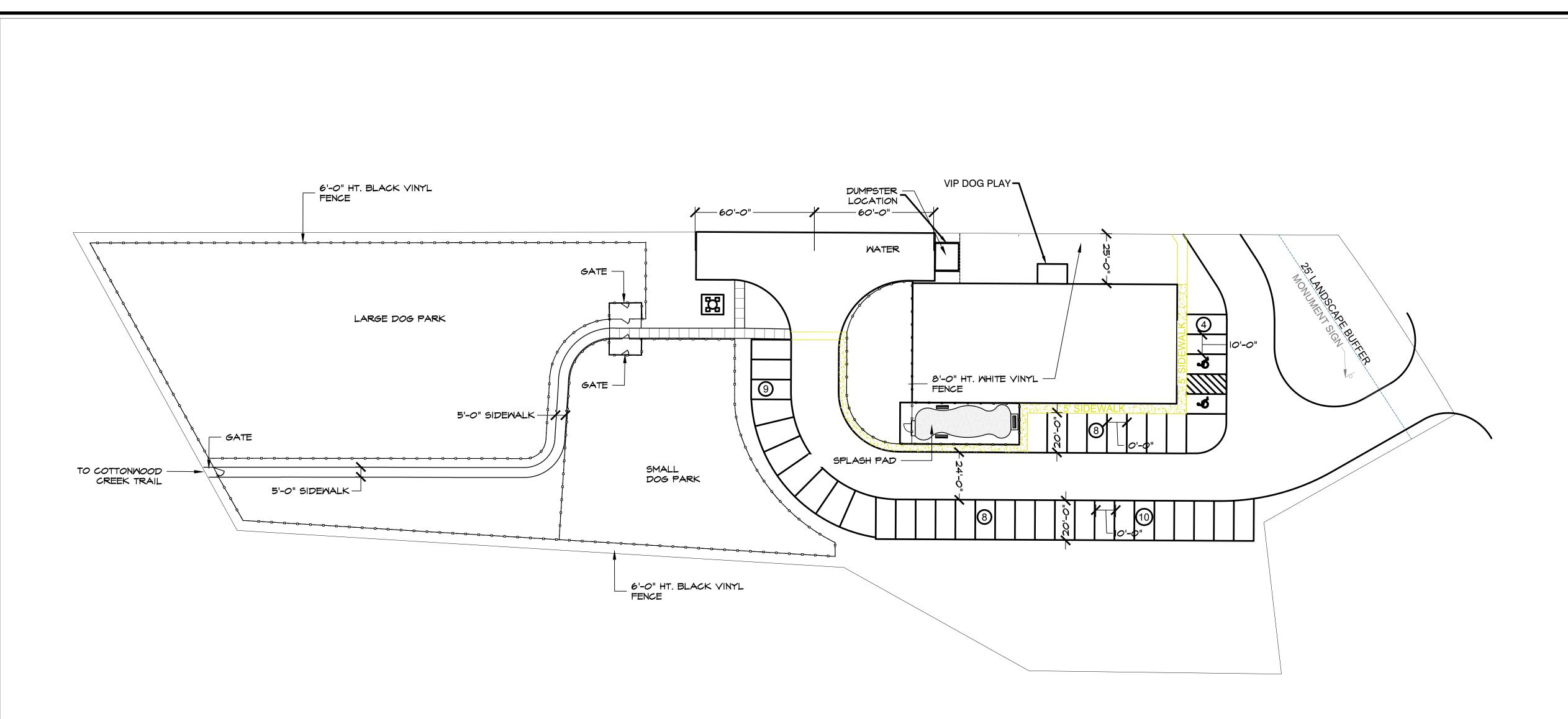
TBAE Firm #BR643

NOT TO SCALE

PROJECT **SGC001**

PLATE

SHEET LS2





- I. ALL ACCESSIBLE ROUTES AND RAMPS SHALL CONFORM TO THE

- PUBLIC ACCESSIBLE ROUTES SHALL NOT HAVE A RUNNING SLOPE GREATER THAN 1:20 AND CROSS SLOPE GREATER THAN 1:50.
 RAMPS SHALL NOT HAVE A RUNNING SLOPER GREATER THAN 1:12 AND A CROSS SLOPE GREATER THAN 1:50.

	AND A CHOSS SECTE STATE THAT ISS.
4.	HANDRAILS WILL BE REQUIRED IF RAMP IS LONGER THAN 72
	INCHES WITH A MAXIMUM RUNNING SLOPE OF 1:12.

STUDIO DE SIGN GROUP Studio 13 Design Group, PLLC. 386 W. Main Street Lewisville, Texas 75057 469-635-1900 TBAE Firm #BR643 THESE DOCUMENTS ARE FOR INTERIM REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION OR BIDDING PURPOSES. Submittal 11-14-2023			
Bar is on drawing. sheet, adjusted to the sheet of the sh	= 30' e inch or If not or just scale One In	original ne inch of as neces	n this
$\frac{E}{023}$ LANDSCAPE AND	Hardscape Layou	The Dog Spot	Town of Little Elm, Dent

ACCESSIBILITY GENERAL NOTES

	TEXAS ACCESSIBILITY STANDARDS (T.A.S.)	
\sim	PURIL ACCESSIR E POUTES SUAL LANCE LA PUNINIAS SLOPE	

SGC001 SHEET PLATE

STUDIO 13 PROJECT #

STRUCTURES CAUSED BY HIS FORCES. 2. ALL CONCRETE USED IN FOOTINGS AND PIERS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI @ 28 DAYS. CONCRETE USED IN COLUMNS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI @ 28

3. ALL REINFORCING SHALL BE NEW BILLET STEEL, ASTM A615, GRADE 60 EXCEPT STIRRUPS SHALL BE GRADE 40 AND SPIRALS SHALL BE ASTM A82, GRADE 60.

4. CONCRETE FOR DRILLED PIERS SHALL BE POURED WITHIN 8 HOURS OF DRILLING PIER HOLES.

5. REFER TO DETAILS FOR TYPE AND SIZE OF BRICK AND STONE WALL

REINFORCING. 6. ALL MORTAR TO BE TYPE S. MORTAR COLOR SHALL BE APPROVED BY OWNER

PRIOR TO ORDERING MATERIAL. MASONRY CEMENT WILL NOT BE ALLOWED. . ALL MORTAR JOINTS ARE TO BE 3/8" CONCAVE TOOLED JOINTS. 8. BRICK CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF

THE BRICK INSTITUTE OF AMERICA. 9. BRICK MATERIAL, IF NOT SPECIFIED ON PLANS OR DETAILS, SHALL BE SELECTED

BY THE OWNER PRIOR TO CONSTRUCTION. 10. VERIFY ALL DIMENSIONS IN THE FIELD BEFORE MANUFACTURING CAST-STONE.

. THE CONTRACTOR IS RESPONSIBLE FOR ALL REQUIRED PERMITS, APPLICABLE FEES, AND CITY INSPECTIONS. 12. LAYOUT OF THE PROPOSED SCREENING WALL SHALL BE PERFORMED IN THE

FIELD BY THE OWNER'S REPRESENTATIVE AND THE CONTRACTOR PRIOR TO BEGINNING CONSTRUCTION.

13. THE STONE MATERIAL AND PATTERN, IF NOT SPECIFIED ON PLANS OR DETAILS, SHALL BE SELECTED BY THE OWNER PRIOR TO CONSTRUCTION.

14. LAY STONE COURSES LEVEL AND PLUMB. DO NOT EXCEED 1/4" VARIATION FROM LEVEL IN 20 FEET MAXIMUM.

15. CLEAN STONEWORK PROMPTLY AFTER COMPLETION WITH FIBER BRUSHES, CLEAN WATER OR APPROVED CLEANING AGENT. DO NOT USE WIRE BRUSHES OR ACID TYPE CLEANING AGENTS.

16. THE CONTRACTOR SHALL PROVIDE A 4' X 4' MOCKUP OF THE STONE AND BRICK SCREEN WALL FOR THE OWNERS REVIEW PRIOR TO BEGINNING THE STONE WORK. THE APPROVED "MOCKUP" SHALL SERVE AS THE STANDARD FOR THE STONE WORK ON THE PROJECT.

FENCE LAYOUT NOTES

THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPE AND STRUCTURES WHETHER OR NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION OF ALL UNDERGROUND UTILITIES AND WILL BE RESPONSIBLE FOR COSTS INCURRED DUE TO DAMAGE OR REPLACEMENT OF SAID UTILITIES OR STRUCTURES CAUSED BY

2. DO NOT WILLFULLY PROCEED WITH CONSTRUCTION, AS DESIGNED, WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS OR CONFLICTS EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LAYOUT OF THE PROPOSED WALLS AND COLUMNS. THE OWNER'S ENGINEER SHALL STAKE THE LOCATIONS OF THE PROPERTY, R.O.W. LINES AND EASEMENTS.

4. THE CONTRACTOR SHALL STAKE ALL OF THE FENCE AND COLUMN LOCATIONS FOR REVIEW BY THE OWNER'S REPRESENTATIVE PRIOR TO BEGINNING CONSTRUCTION. THE OWNER'S REPRESENTATIVE MAY MAKE MINOR ALTERATIONS TO THE LAYOUT AFTER STAKING AND BEFORE CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER.

5. ALL "STEPS" IN THE WALL MADE NECESSARY BY GRADE CHANGES OR EXISTING SLOPE SHALL OCCURR ONLY AT MINOR OR MAJOR COLUMNS. THE MINIMUM "STEP" AT A COLUMN SHALL BE 3" AND THE MAXIMUM "STEP" AT A COLUMN

6. ALL ELECTRICAL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICIAN AND SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES AND REQUIREMENTS.

7. THE ELECTRICAL WORK SHALL INCLUDE ALL NECESSARY CONDUITS, WIRE, FITTINGS, FIXTURES TRENCHING AND OTHE MISCELLANEOUS ITEMS NECESSARY TO

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY PERMITS AND

CITY ACCEPTANCE. 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR GRADING AS NEEDED FOR FENCE AND COLUMN INSTALLATION. THE CONTRACTOR SHALL RETURN THE SITE TO PRE-CONSTRUCTION CONDITION.

BRICK THIN-WALL NOTES

MORTAR SHALL BE TYPE S WITH WELL GRADED SAND

2. BRICK PANEL REINFORCING WIRE SHALL BE IN INCH CENTER TO CENTER 9 GAGE HOT DIPPED GALVANIZED JOINT REINFORCING AT SPECIFIED JOINT SPACING.

GROUT FILL SHALL BE PEA-GRAVEL AND PORTLAND CEMENT MIX. GROUT SHALL BE VIBRATED TO ASSURE ALL VOIDS ARE FILLED.

4. BRICK SHALL BE GRADE SW (SEVERE WEATHERING) RATED BRICK. 5. CONCRETE FOR PIERS AND MOW STRIP SHALL BE 3000 PSI COMPRESSIVE

STRENGTH NORMAL WEIGHT PORTLAND MIX CONCRETE.

6. WIRE TIES AT COLUMNS SHALL BE HOT DIPPED GALVANIZED JOINT REINFORCING AT SPECIFIED JOINT SPACING.

7. SPACING BETWEEN COLUMNS SHALL NOT EXCEED IO FEET.

WOOD FENCE NOTES

I. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES, AND STRUCTURES EITHER SHOWN OR NOT SHOWN ON THE PLANS. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY COST INCURRED DUE TO DAMAGE OR REPLACEMENT OF SAID UTILITIES AND STRUCTURES CAUSED BY HIS FORCES VERIFY LOCATION OF ALL UTILITIES WITH THE TOWN AND VARIOUS UTILITY COMPANIES BEFORE DRILLING PIERS.

2. ALL CONCRETE USED IN FOOTINGS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI @ 28 DAYS. 3. THE CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY AND REQUIRED PERMITS

AND INSPECTIONS. CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF XX CODES AND REQUIREMENTS.

4. WOOD MATERIAL FOR FENCE 4.I. STRINGERS-CEDAR, #2 GRADE OR BETTER.

4.2. PICKETS-CEDAR, #2 GRADE OR BETTER.

4.3. CAPS- CEDAR, #2 GRADE OR, BETTER

5. ALL FENCE POST TO BE SCHEDULE 40 - GALVANIZED. 6. ALL FASTENERS, NAILS, BRACKETS, STEEL POSTS, ETC.. ARE TO BE HOT DIPPED GALVANIZED.

7. ALL PICKETS ARE TO BE FASTENED TO THE RAILS USING GALVANIZED SCREWS. STAPLES AND/OR NAILS WILL NOT BE ALLOWED. SCREW WITHOUT SPLITTING MEMBERS; DRILL PILOT HOLES IF NECESSARY. ALL SPLIT MEMBERS WILL BE REQUIRED TO BE REPLACED AT NO ADDITIONAL COST TO THE OWNER.

8. ACCURATELY CUT, FIT FASTEN MEMBERS, MAKE PLUMB, LEVEL, TRUE, AND RIGID. DO NOT SPLICE INDIVIDUAL FRAMING MEMBERS BETWEEN SUPPORTS. ERECT FACES OF FRAMING MEMBERS IN STRAIGHT EVEN PLANES TO RECEIVE FINISH MATERIALS. INSTALL STRINGERS WITH BOTTOM EDGES FREE OF DEFECTS. MITER ALL EXPOSED

. REMOVE ALL MARKS, STAMPS, DIRT, LOOSE FIBERS FROM ALL WOOD SURFACES. 10. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS.

ORNAMENTAL METAL FENCE NOTES

I. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES, AND STRUCTURES EITHER SHOWN OR NOT SHOWN ON THE PLANS. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY COST INCURRED DUE TO DAMAGE OR REPLACEMENT OF SAID UTILITIES AND STRUCTURES CAUSED BY HIS FORCES.

2. ALL CONCRETE USED IN FOOTING AND PIERS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI @ 28 DAYS. THE CONTRACTOR IS RESPONSIBLE FOR ALL REQUIRED PERMITS AND CITY

INSPECTIONS. 4. ALL ORNAMENTAL METAL TUBES, POSTS, RAILS AND PICKETS SHALL BE FLUSH AND FREE OF ALL DENTS, SPURS, AND SHARP EDGES AND SHALL BE INSTALLED LEVEL, PLUMB, AND SQUARE.

PROVIDE CONTINUOUS WELDS ALONG ALL EDGES OF FENCE MEMBERS.

GRIND SMOOTH ALL WELDS. ALL METAL SURFACES SHALL BE PRIMED AND PAINTED WITH TWO COATS OF RUSTPROOF PAINT, COLOR TO BE FLAT BLACK. CONTRACTOR TO SUBMIT SAMPLES AS REQUIRED.

8. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS BEFORE MANUFACTURING GATES AND FENCE.

9. ALL ORNAMENTAL METAL FENCE MEMBERS ARE TO BE TUBULAR MEMBERS IN ACCORDANCE WITH ASTM 513 HOT ROLLED STRUCTURAL STEEL 50,000 PSI TENSILE STRENGTH, 60,000 PSI YIELD STRENGTH.

IO. FENCE MEMBER SIZES TO BE AS FOLLOWS: IO.I. PICKETS, 3/4" SQUARE I6 GA.

10.2. RAILS, 1-1/2" X 1-1/2" SOLID FLAT 16 GA. 10.3. POSTS, 2" SQUARE II GA.; SEE DETAILS

II. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR ALL FENCE GATES AND OPENERS. SHOP DRAWINGS SHALL INCLUDE ALL PRODUCT CUT SHEETS AS WELL AS INSTALLATION AND MANUFACTURING DETAILS. CONTRACTOR TO BE RESPONSIBLE FOR STRUCTURAL DESIGN OF GATES.

12. CONCRETE FOOTING FOR POSTS SHALL BE 4X POST.

13. POSTS SHALL BE PLACED AT A MINIMUM DISTANCE OF 6'-O" O.C AND A MAXIMUM DISTANCE OF 7'-0" O.C.

GENERAL PAVING NOTES

THE LAYOUT OF ALL PROPOSED PAVING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE REVIEWED BY THE OWNER'S

REPRESENTATIVE PRIOR TO CONSTRUCTION. 2. ALL PAVING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CONSTRUCTION DETAILS SHOWN HEREIN.

THE SUB GRADE BENEATH ALL PAVING SHALL BE COMPACTED TO 95%

STANDARD PROCTOR DENSITY 4. THE EDGES OF ALL FINISHED PAYING AND PLAYGROUND EDGES SHALL BE SMOOTH, GRACEFUL CURVILINEAR OR STRAIGHTFORMS WITH NO INTERRUPTIONS SUCH AS CHORDS, WAVES, JOGS, OR MISSED TANGENTS. ANY PAVEMENT WITH SUCH INTERRUPTIONS SHALL BE SUBJECT TO REPLACEMENT AT NO COST TO

5. CONCRETE SHALL NOT BE POURED UNTIL THE OWNER'S REPRESENTATIVE HAS INSPECTED THE FORMS AND REINFORCING. THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE AT LEAST 48 HOURS IN ADVANCE OF ALL

CONCRETE POURS. PROVIDE AN UNDERCUT HEADER WHEREVER PROPOSED CONCRETE PAVING IS

TO ABUT EXISTING CONCRETE PAYING. ALL EXPOSED VERTICAL CONCRETE SURFACES SHALL HAVE A HAND RUBBED

FINISH WITH NO HONEYCOMBS OR VOIDS. 8. ALL CONSTRUCTION SHALL CONFORM WITH THE CITY OF XX CONSTRUCTION STANDARDS AND DETAILS.

GENERAL MASONRY NOTES

CAST-IN-PLACE CONCRETE

ALL CONCRETE SHALL BE 3000 PSI, NORMAL WEIGHT, 28 DAY STRENGTH WITH A 4 TO 6 INCH SLUMP. THE CEMENT SHALL BE TYPE I AND SHALL CONFORM TO ASTM CI5O. AGGREGATES

SHALL CONFORM TO ASTM 633 2. ALL MIXING, TRANSPORTING, PLACING, AND CURING OF CONCRETE SHALL COMPLY WITH ACI

3. CONCRETE SHALL NOT BE PLACED IN RAINING OR FREEZING WEATHER. 4. CHLORIDES SHALL NOT BE USED.

5. MAXIMUM AGGREGATE SIZE = I".

CONCRETE REINFORCING STEEL

I. ALL REINFORCEMENT SHALL CONFORM TO ASTM A615 60 GRADE AND DEFORMED PER ASTM A305. PROVIDE 38 BAR DIAMETER LAP SPLICES FOR ALL CONTINUOUS BARS UNLESS NOTED

2. PROVIDE THE FOLLOWING CLEAR COVER FOR CAST-IN-PLACE REINFORCEMENT: CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO THE EARTH. 3" CONCRETE EXPOSED TO EARTH OR WEATHER, NO.5 BAR AND SMALLER. CONCRETE EXPOSED TO EARTH OR WEATHER, NO.6 THROUGH NO.18 BARS. CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH THE GROUND. 3/4"

3. ALL REINFORCING STEEL SHALL BE CLEAN AND FREE OF GREASE.

<u>DRILLED PIERS</u>

I. PIERS NOT SPECIFICALLY LOCATED ON THE PLAN SHALL BE CENTERED ON WALL OR BEAM. 2. PIER REINFORCING AND CONCRETE SHALL BE PLACED IMMEDIATELY OR TO WITHIN A MAXIMUM OF 8 HOURS AFTER DRILLING IS COMPLETE. 3. STEEL CASING IS REQUIRED WHEN MORE THAN 2 INCHES OF STANDING WATER IS PRESENT AT

THE BOTTOM OF THE SHAFTS PRIOR TO PLACEMENT OF STEEL AND CONCRETE. PROVIDE 64 BAR DIAMETER LAP SPLICES IN ALL VERTICAL PIER REINFORCING AS REQUIRED PROVIDE PIER TO GRADE BEAM DONELS TO MATCH SIZE, QUANTITY, AND LOCATION OF

LONGITUDINAL PIER REINFORCING. MIN DOWEL PROJECTION INTO PIER = 30 BAR DIA. MIN DOWEL PROJECTION INTO BEAM = TOP LONGITUDINAL GRADE BEAM REINFORCING. PROVIDE STANDARD HOOK AT TERMINAL END OF DOWEL IN GRADE BEAM.

STRUCTURAL CONCRETE MASONRY UNIT

CONCRETE MASONRY UNITS SHALL BE HOLLOW LOAD-BEARING TYPE N-I CONFORMING TO ASTM C90 AND HAVE A MINIMUM COMPRESSIVE STRENGTH OF 1900 PSI. 2. CONCRETE MASONRY UNITS SHALL HAVE A MINIMUM PRISM STRENGTH OF 1500 PSI AT 28

3. MORTAR SHALL BE ASTM C270, TYPE S, WITH A MINIMUM COMPRESSIVE STRENGTH OF 1800 PSI

IN ACCORDANCE WITH ASTM C780. MASONRY CEMENT IS PROHIBITED. 4. COARSE GROUT SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2500 PSI AND A

MAXIMUM AGGREGATE SIZE OF 1/2" IN ACCORDANCE WITH ASTM C476.REFER TO DETAILS FOR WALL REINFORCING BAR SIZE AND SPACING. 5. REINFORCE HORIZONTAL JOINTS WITH GALVANIZED LADDER-TYPE STEEL IN ACCORDANCE WITH

ANSI/ASTM A82. SIDE AND CROSS RODS SHALL BE 9 GA MINIMUM. 6. HORIZONTAL REINFORCEMENT SHALL BE SPACED AT 16" MAXIMUM. PROVIDE A 16" LAP AT

JOINT REINFORCING SHALL BE DISCONTINUOUS AT CONTROL AND EXPANSION JOINTS. 8. LAP VERITCAL REINFORCING BARS AT 72 BAR DIAMETERS.

9. LAP HORIZONTAL REINFORCING BARS AT 48 BAR DIAMETERS. 10. PLACE GROUT USING LOW-LIFT METHOD, 6'-8" MAXIMUM LIFTS.

DESIGN GROUP Studio 13 Design Group, PLLC.

386 W. Main Street Lewisville, Texas 75057 469-635-1900

TBAE Firm #BR643

LNGINEERS, INC TBPE FIRM #4430

THESE DOCUMENTS ARE FOR INTERIM REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION OR BIDDING PURPOSES.

Submittal 11-14-2023

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

X S Hard The

STUDIO 13 PROJECT # **SGC001**

PLATE SHEET



Spectra® Color Chain-Link... made to perform



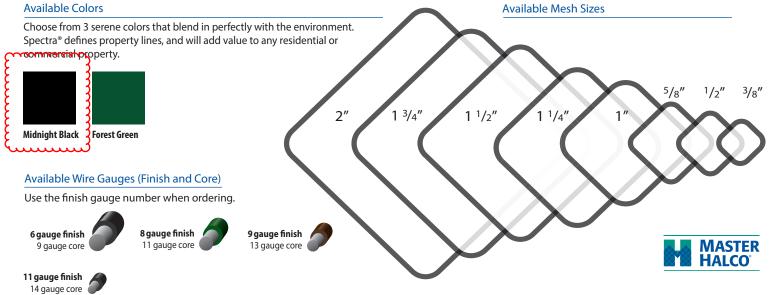
Our Spectra Fencing System

Premium quality frame and fabric is guaranteed for 15 years.

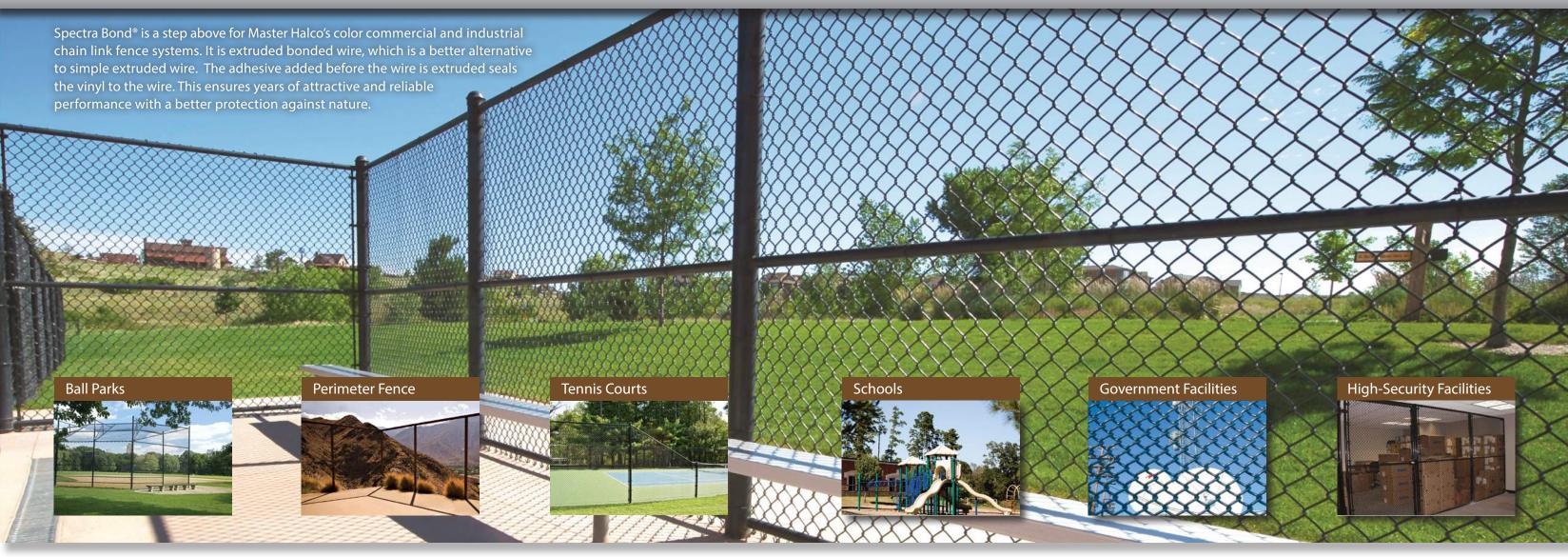


Features and Benefits:

- Zinc-coated steel framework is thoroughly cleaned during the pre-treatment process, then color coated with a 3 mil minimum polyester layer for protection from corrosion.
- All galvanized wire has a 15 mil minimum extruded polyvinyl chloride coating for dual protection from corrosion and the elements.
- Fittings are made of galvanized steel with a 3 mil minimum of polymer layer for protection from corrosion.



Spectra Bond® Color Chain Link... made to withstand



Our Spectra Bond® Fencing System

Premium quality fabric and framework is guaranteed for 15 years.



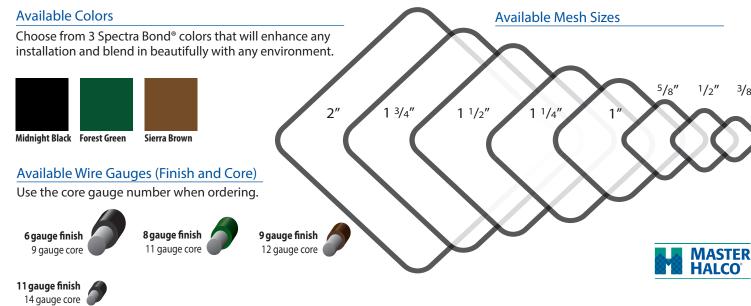
15 Year Warranty



Meets and Exceeds all ASTM Standards

Features and Benefits:

- Zinc-coated steel framework is thoroughly cleaned during the pretreatment process, then color coated with a 3 mil minimum polyester layer for protection from corrosion.
- All galvanized wire has a 15 mil minimum extruded and adhered polyvinyl chloride coating for dual protection from corrosion and the elements.
- Fittings are made of galvanized steel with a 3 mil minimum of polyester coating for added protection.



Permafused® Color Chain-Link... made to be durable



Our Permafused Fencing System

Master Halco offers the highest quality products with unmatched reliability.



15 Year Warranty



Meets and Exceeds all ASTM Standards

Features and Benefits:

- Outstanding performance in highly corrosive environments provides years of protection.
- High impact resistance reduces the chance of damage during product handling and installation.
- Exceptional resistance to ultra violet light prevents premature fading.
- Extreme flexibility reduces susceptibility to cracking and chipping, even in changing weather conditions.
- 15 year limited warranty provides confidence and assurance that you've selected one of the best color chain-link fence systems available.



Galvanized Chain Link Recommendations

		Resido	ential	Commercial		
	Fabric Type		ed After Weaving and Galvanized Before Weaving	Galvanized After Wea	ving	
	Fabric Gauge	9, 11, 11.	5, and 12.5 gauge	6, 9, and 11 gauge	•	
	Fabric Mesh	1-1/4", 2",	, 2-1/4", 2-1/2", and 2-3/8"	3/8", 1/2", 5/8", 1", 1-1	/4", 1-1/2", 1-3/4", and 2"	
	Fabric Height	3', 42", 4',	5', and 6'	3', 42", 4', 5', 6', 7', 8', 9'	, 10', and 12'	
	Fabric Selvage Knuckle - Knuckle (KK) for 5' and Under.		Knuckle - Knuckle (KK Knuckle - Knuckle (KK) for 5' and Under.) or Knuckle - Twist (KT) for 6' and over.		
	Top Rail			Top Rail		
	3' to 5' High). 17 Gauge). 16 Gauge	1-5/8" O.D. Deluxe Qua 1-5/8" O.D. Full Weigh		
	6' High and over	1-3/8" 0.[). 17 Gauge). 16 Gauge). 16 Gauge	1-5/8" O.D. Deluxe Qua 1-5/8" O.D. Full Weigh		
	Line Posts			Line Posts		
	3' to 5' High	1-5/8" 0.[). 16 Gauge	1-7/8" O.D. Deluxe Qua 1-7/8" O.D. Full Weigh 2-3/8" O.D. Commercia 2-3/8" O.D. Deluxe Qua 2-3/8" O.D. Full Weigh	t Pipe al Quality (CQ) ality (DQ)	
	6' High and over 1-7/8" 0.D. 16 Gauge). 16 Gauge	2-3/8" O.D. Commercia 2-3/8" O.D. Deluxe Qua 2-3/8" O.D. Full Weigh	ality (DQ)	
d	Terminal Posts			Terminal Posts		
	3' to 5' High). 16 Gauge). 16 Gauge	3' to 5' High	2-3/8" O.D. Commercial Quality (CQ) 2-3/8" O.D. Deluxe Quality (DQ)	
	6' High and over	r 2-3/8" O.D. 16 Gauge		4" O.D. Commercial Quality (CQ) 4" O.D. Deluxe Quality (DQ) 4" O.D. Full Weight Pipe	4" O.D. Deluxe Quality (DQ)	
				For Heavy Gates	6-5/8" O.D. Full Weight Pipe 8-5/8" O.D. Full Weight Pipe	
	Gates					
4	Fabric		Same Gauge and Mesh as Chain Link Selected			
	Frame Same as Top Rail Selected					
	Fittings					
	Tension and Brace Bands Hot-Dipped Galvanized Pressed Steel Caps, Eye Tops, Rail Ends Malleable, Cast Iron Steel, Pressed Steel, or Die Cast Al Tie Wires Aluminum or Galvanized Steel					
			Aluminum			
	Slats - Privacy					
	Material Composition Polyethylene Thermoplastic					
	Colors		Green, Black, Brown, Gray, White, Redwood, Blue, Do	esert Sand		

Spectra[®] and Spectra Bond[®] Color Chain Link Recommendations

Spectra® polymer co	ating extruded	over zinc-coated	steel core wire.	. Polymer coating is a minimum of 15 mil per ASTM F 668 Class 1.
				6 gauge 8 gauge, and 9 gauge finish

Fabric Gauge	9 gauge and 11 gauge finish	6 gauge, 8 gauge, and 9 gauge finith 6 gauge is not available for 3/8" mesh or 1/2" mesh
Fabric Mesh	1-1/4", 1-1/2", 1-3/4", and 2"	3/8",1/2",5/8",1",1-1/4",1-1/2",1-3/4",and2"
Fabric Height	3', 42", 4', 5', and 6"	3', 42", 4', 5', 6', 7', 8', 9', 10', and 12'
Fabric Selvage	Knudde - Knuckle (KK) for 5' and Under. Knudde - Knuckle (KK) or Knudde - Twist (KT) for 6'.	Knuckle - Knudde (NX) for 5' and under, for mesh sizes 1" and smalled Knuckle - Knudde (NX) or Knuckle - Twist (KT) for 6' and over.
Top Rail	1-3/1° O.D. Spectra* 17 Gauge or 16 Gauge	15/8" O.D. Spectra* Debox Quality (DQ) or Spectra* Full Weight Pipe
Line Posts 1-5/4" O.D. Spectra* 17 Gauge or 16 Gauge		1-7/8" O.D. Spectra* Deluxe Quality (OQ) or Spectra* Full Weight Pipe
		2-3/8" O.D. Spectra® Dehace Quality (DQ) or Spectra® Full Weight Pipe
Terminal Posts	1-7/1" O.D. Spectra* 16 Gauge	2-3/8" 0.D. Spectra* Deluxe Quality (DQ) or Spectra* Full Weight Pipe
Terminari Cac	2-3/1" O.D. Spectra* 16 Gauge	2-7/8" O.D. Spectra* Dekoz Quality (DQ) or Spectra* Full Weight Pipe
	•	

4" O.D. Spectra* Deluxe Quality (DQ) or Spectra* Full Weight Pipe

1	Fabric	Same Gauge and Mesh as Chain Liek Selected
9	Frame	Same as Top Rail Selected
_	Tension and Brace Bands	Polyester Coating, 3 Mils Minimum, Over Hot-Dipped Galvanized Pressed Steel
•	Caps, Eye Tops, Rail Ends	Polyester Coating, 3 Mils Minimum, Over Hot-Dipped Galvanized Pressed Steel or Munimum
Ī	Sleeves	Polyester Coating, 3 Mils Minimum, Over Hot-Dipped Galvanized Steel
ш	Tie Wires	Polyester Coating, 3 Mils Minimum, Over Zinc-Coated Steel Wire
ì	Material Composition	Polyathylana Thermoplestic
£	Colors	Green, Black, Brown, Gray, Redwood, Blue, Desert Sand

FABRIC

Spectra Bond® polymer coating extruded and adhered to zinc-coated steel core wire. Polymer coating is a minimum 15 mils thick per ASTM F668 Class 2a.1.

Fabric Gauge	6 gauge, 9 gauge, 10 gauge, and 11 gauge core
Fabric Mesh	3/8", 1/2", 5/8", 1", 1-1/4", 1-1/2", 1-3/4", and 2"
Fabric Height	3', 42", 4', 5', 6', 7', 8', 9', 10', and 12'
Fabric Selvage	Knuckle - Keuckle (IX) for 5' and Under; for mosh sizes 1" and smaller. Knuckle - Keuckle (IX) or Knuckle - Twist (IXI) for 6' and over.

Top Rail	1-5/8" O.D. Polyester Standard Weight Pipe (0.140" wall thickness, 2.27 lb./ft.)	1-5/8*O.D. Polyester Deluce Quality (DQ) Pipe (0.111*wall thickness, 1.83 lb/ft.)
Line Posts	2-3/8" 0.0. Polyester Standard Weight Pipe (0.154" wall thickness, 3.65 lb./ft.)	2-3/8" O.D. Polyester Deluxe Quality (DQ) Pipe (0.130" wall thickness, 3.12 lb./ft.)
Terminal Posts	2-7/8" O.D. Polyester Standard Weight Pipe (0.203" well thickness, 5.79 lb./ft.)	2-7/8" O.D. Polyester Deluxe Quality (DQ) Pipe (0.160" wall thickness, 4.64 lb./ft.)

Ü	Fabric	Same Gauge and Mesh as Chain Link Selected
8	Frame	Same as Top Rail Selected
	Tension and Brace Bands	Polyester Coating, 3 Mils Minimum, Over Hot-Dipped Galvanized Pressed Steel
=	Caps, Eye Tops, Rail Ends	Polyester Coating, 3 Mils Minimum, Over Hot-Dipped Galvanized Pressed Steel or Aleminum
#	Sleeves	Polyester Coating, 3 Mils Minimum, Over Hot-Dipped Galvanized Steel
_	Tie Wires	Polyester Coating, 3 Mils Minimum, Over Zinc-Coated Steel Wire
Ì	Material Composition	Polyethylene Thermoplastic
£	Colors	Green, Black, Brown, Gray, Redwood, Blue, Desert Sand

FRAMEWORK - TYPE 2

Spectra* polyester resin, 3 mils minimum, over galvanized steel ASTM F 1043, Group 1C, with a minimum yield strength of 50,000 PSI. Protective coating per ASTM 1043, external coating Type B, zinc with organic overcoat, 0.9 ounces per square foot minimum zinc coating with chromate conversion coating and verifiable polymer film.

FRAMEWORK-TYPE 1

Spectra* Polyester, 3 mils minimum, over galvanized steel ASTM F 1043, Group 1a, standard weight pipe, schedule 40. Hot-dipped galvanized with a minimum average 1.8 ounces per square foot of zinc-coated surface area. Note: Heavy Mil Schedule 40 available upon request.

FRAMEWORK - TYPE 2

Spectra® Polyester, 3 mils minimum, over galvanized steel ASTM F 1043, Group 1c, with a minimum yield strength of 50,000 PSI. Protective coating per ASTM F 1043, external coating type 8, sinc with organic overcoat, 0.9 ources per square foot minimum zinc coating with chromate conversion coating and verifiable polymer film. Note: Heavy Mil Schedule 40 available upon request.

Permafused® Color Chain Link Recommendations

Accessories, Framework & Fittings...

for a complete fencing solution

FABRIC

Permafused® Polyolefin Coating Fused and Adhered to Zinc-Coated Steel Core Wire per ASTM F Class 2b.

Fabric Gauge	6 gauge, 9 gauge, 10 gauge, and 11 gauge core
Fabric Mesh	3/8", 1/2", 5/8", 1", 1-1/4", 1-1/2", 1-3/4", and 2"
Fabric Height	3', 42", 4', 5', 6', 7', 8', 9', 10', and 12'
Fabric Selvage	Knuckle - Knuckle (KK) for 5' and Under; for mesh sizes 1" and smaller. Knuckle - Knuckle (KK) or Knuckle - Twist (KT) for 6' and over.

FRAMEWORK - TYPE 1

Spectra® Polyester, 3 mils minimum, over galvanized steel ASTM F 1043, Group 1C, with a minimum yield strength of 50,000 PSI. Protective coating per ASTM 1043, external coating Type B, zinc with organiz overcoat, 0.9 ounces per square foot with chromate conversion and verifiable polymer film.

2-7/8" O.D. Polyester Standard Weight Pipe

(0.203" wall thickness, 5.79 lb./ft.)

FRAMEWORK - TYPE 2

2-7/8" O.D. Polyester Deluxe Quality (DQ) Pipe

(0.160" wall thickness, 4.64 lb./ft.)

Permafused® Heavy Mil, 15 mils minimum, over galvanized steel ASTM F 1043, Group 1C, with a minimum yield strength of 50,000 PSI. Protective coating per ASTM F 1043, external coating type B, zinc with organic overcoat, 0.9 ounces per square foot minimum zinc coating with chromate conversion coating and verifiable polymer film. Note: Heavy Mil Schedule 40 available upon request.

Top Rail	1-5/8" O.D. Polyester Standard Weight Pipe (0.140" wall thickness, 2.27 lb./ft.)	1-5/8" O.D. Polyester Deluxe Quality (DQ) Pipe (0.111" wall thickness, 1.83 lb./ft.)	
Line Posts	2-3/8" O.D. Polyester Standard Weight Pipe (0.154" wall thickness, 3.65 lb./ft.)	2-3/8" O.D. Polyester Deluxe Quality (DQ) Pipe (0.130" wall thickness, 3.12 lb./ft.)	
E WHILE	The state of the s		The same

Gates

Fabric	Same Gauge and Mesh as Chain Link Selected
Frame	Same as Ton Rail Selected

Fittings

Tension and Brace Bands	Polyester Coating, 3 Mils Minimum, Over Hot-Dipped Galvanized Pressed Steel
Caps, Eye Tops, Rail Ends	Polyester Coating, 3 Mils Minimum, Over Hot-Dipped Galvanized Pressed Steel or Aluminum
Sleeves	Polyester Coating, 3 Mils Minimum, Over Hot-Dipped Galvanized Steel
Tie Wires	Polyester Coating, 3 Mils Minimum, Over Zinc-Coated Steel Wire
Slats - Privacy	
Material Composition	Polyethylene Thermoplastic
Colors	Green, Black, Brown, Gray, White, Redwood, Blue, Desert Sand

Master Halco[®] is dedicated to providing a complete range of products for every fencing application. From temporary fencing to high security accessories, and automated gate systems to privacy screening, you'll find a solution that will fit any specific requirement for commercial or residential jobs. All products are constructed to the highest quality standards to deliver optimum performance and ensure efficient installation.

As the leader in the chain-link fencing market, you can look to Master Halco with confidence as your one-stop-shop for all high-quality, chain-link fencing products.

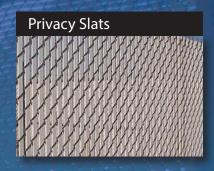












Framework & Fittings

The proper framework and fittings is a must for every job. Master Halco stocks the largest selection of imported and domestic pipe, tube and fittings in the nation to coordinate with our Chain-Link fabric styles, offering a complete fencing solution.

Whether you are looking to complete a small residential job or a large commercial one, Master Halco offers the perfect combination of products. Below are just a few examples of coordinating pipes, tubes and fittings available.



Pipe & Tube

• CQ20

Structural

- Dura-Tube 16 Gauge
- DQ 40

Die Cast

- Dura-Lite 18 and 17 GaugeSchedule 40 Full Weight
- IQ 30 Schedule 40 Fi

Fittings

- Pressed Steel
 Aluminum
- Heavy Mil Color
 - Polyester Coated Color



EXHIBIT C

Additional Documents









