

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**DEVELOPMENT AGREEMENT
FOR Twin Lakes (PD-22-06012)**

This Development Agreement for Twin Lakes PD ("**Agreement**") is entered into between Twin Lakes Vet LLC ("**Developer**"), whose address for purposes of this Agreement is 26810 US Highway 380 E, Aubrey, TX 76227-7655, and the Town of Little Elm, Texas ("**Town**"), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. Developer and the Town are sometimes referred herein together as the "**Parties**" and individually as a "**Party**."

Recitals:

1. Developer is the owner of approximately 4.478 acres located at 26810 US Highway 380 E 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 Twin Lakes PD Ordinance, No. 1747, attached hereto as **Exhibit B**, which incorporate by reference the general zoning regulations of the Town's zoning ordinance, are hereby adopted and incorporated into this agreement as contractually-binding obligations of the Developer.

Section 4. Miscellaneous.

A. **Applicability of Town Ordinances.** When the Property is developed, Developer shall construct all structures on the Property, in accordance with all applicable Town

ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.

B. 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

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 limited liability company

Donald E. Bruce
By: *James H. DeRube*

Date: 1-30-24

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 _____, 2024, 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 _____, 2024, 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 _____, 2024, 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]

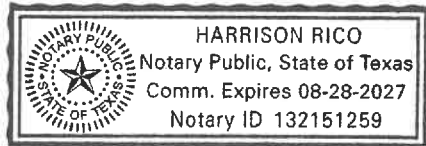
By: _____
Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS §
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COUNTY OF Denton §

Before me, the undersigned authority, on this 30th day of January, 2024, personally appeared Donald Bray & Randal Denton, 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 Twin Lakes Pet & Bird Clinic.

[Seal]



By: [Signature]
Notary Public, State of Texas

My Commission Expires: 08/28/2027

EXHIBIT A

Property Description

EXHIBIT "A"
LEGAL DESCRIPTION

This document represents an accurate on the ground survey of 26810 US-380 in the City of Aubrey, Denton County, Texas, on December 30, 2016.

A tract of land situated in the JOSE GONZALEZ SURVEY, ABSTRACT NUMBER 447, Denton County, Texas and being all of a tract of land described in the deed to Twin Lakes Vet, LLC under Document Number 2007-17942 of the Real Property Records, Denton County, Texas.

The exterior boundary of said tract of land is described as follows:

BEGINNING at a 1/2-inch iron rod found on the South right-of-way of U.S. Highway 380 at the Northeast corner of the said Twin Lakes Vet, LLC tract;

THENCE South 01°26'50"West with the common line between the East line of the said Twin Lakes Vet, LLC tract and the West line of a tract of land described in the deed to future benefits, LLC recorded under County Clerk's file Number 2010-8961 of the said Real Property Records a distance of 667.03 feet to a 3/8-inch iron rod found at the Southwest corner thereof;

THENCE South 89°41'44"West the common line between the North line of a tract of land described in the deed to Western Rim Investors 2015-5. L.P. recorded under County Clerk's File Number 2014-73393 of the said Real Property Records and the South line of the said Twin Lakes Vet, LLC tract a distance of 298.58 feet to a capped 1/2-inch iron rod stamped "EAGLE SURVEYING" set at the Southwest corner thereof;

THENCE North 01°34'19"East a distance of 581.59 feet to a capped 1/2-inch iron rod stamped "EAGLE SURVEYING" set on the said South right-of-way of U.S. Highway 380;

THENCE North 46°04'20"East along said South right-of-way of U.S. Highway 380 a distance of 131.15 feet to a capped 1/2-inch iron rod found at the beginning of a curve, to the right, having a radius of 11539.16 feet

THENCE along said South right-of-way of U.S. Highway 380 with said curve arc length of 15.32 feet, a chord bearing of South 88°58'32"East a chord length of 15.32 feet to a right-of-way monument with an aluminum cap found for a corner;

THENCE South 88°53'12"East along said South right-of-way of U.S. Highway 380 a distance of 189.73 feet to the POINT OF BEGINNING and enclosing 4.49 of an acre of land more or less.

EXHIBIT B

PD Ordinance

**TOWN OF LITTLE ELM
ORDINANCE NO. 1747**

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 4.478 ACRES OF LAND LOCATED AT 26810 US HIGHWAY 380; 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 4.478 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-22-06012; 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 26810 US Highway 380, within Little Elm's town limits, on approximately 4.478 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.

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:

Caitlan Biggs, Town Secretary

Exhibit A
Metes and Bounds

EXHIBIT "A"
LEGAL DESCRIPTION

This document represents an accurate on the ground survey of 26810 US-380 in the City of Aubrey, Denton County, Texas, on December 30, 2016.

A tract of land situated in the JOSE GONZALEZ SURVEY, ABSTRACT NUMBER 447, Denton County, Texas and being all of a tract of land described in the deed to Twin Lakes Vet, LLC under Document Number 2007-17942 of the Real Property Records, Denton County, Texas.

The exterior boundary of said tract of land is described as follows:

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THENCE South 89°41'44"West the common line between the North line of a tract of land described in the deed to Western Rim Investors 2015-5. L.P. recorded under County Clerk's File Number 2014-73393 of the said Real Property Records and the South line of the said Twin Lakes Vet, LLC tract a distance of 298.58 feet to a capped 1/2-inch iron rod stamped "EAGLE SURVEYING" set at the Southwest corner thereof;

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THENCE North 46°04'20"East along said South right-of-way of U.S. Highway 380 a distance of 131.15 feet to a capped 1/2-inch iron rod found at the beginning of a curve, to the right, having a radius of 11539.16 feet

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THENCE South 88°53'12"East along said South right-of-way of U.S. Highway 380 a distance of 189.73 feet to the POINT OF BEGINNING and enclosing 4.49 of an acre of land more or less.

Exhibit B
PD Standards

26810 Us Highway 380 E

PLANNED DEVELOPMENT REGULATIONS

August 2023

PREPARED BY:



1782 W. MCDERMOTT DRIVE
ALLEN, TX 75013
469.331.8566
TBPE FIRM #11525

26810 US HIGHWAY 380 E PLANNED DEVELOPMENT DISTRICT STATEMENT OF INTENT AND PURPOSE

This zoning submittal encompasses approximately 4.49 acres of land within the Town of Little Elm more fully described on the legal description attached as Exhibit A (the "Property"). The planned development ("PD") will allow for the development of an animal clinic with an outdoor run, an animal clinic without an outdoor run and a retail building. This planned development will provide the zoning regulations, as depicted in Exhibit B, necessary to develop the property and the final layout must generally conform to the concept plan, as depicted in Exhibit C.

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

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

Project Location

The proposed PD is located at the intersection of 6810 US Highway 380 E. and Elm Ridge Road. The Legal Description (Exhibit A), Development Standards (Exhibit B), and the concept plan (Exhibit C) have been provided.

The property is surrounded by light commercial uses to the east and west, and multi-family residential use to the south. This PD will provide the opportunity to develop the following:

1. Two (2) single-story shopping center retail buildings; and
2. A two-story animal clinic building with an outdoor run.

EXHIBIT B

PLANNED DEVELOPMENT DISTRICT STANDARDS

GENERAL REGULATIONS

Purpose. The purpose of this Planned Development district is to allow for the development of 2 retail buildings and a two-story animal clinic with an outdoor run. All buildings are to be located on two platted lots while cohesively tying into the surrounding light commercial zoning areas.

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 or more of the uses specified in Section 106.05.01(b), "Schedule of Uses – Nonresidential".

Base Zoning District. The permitted uses and standards shall be in accordance with Light Commercial (LC) zoning district, unless otherwise specified herein.

Prohibited Uses. Per this PD, the following uses are prohibited on the subject property:

1. Alternative financial Services;
2. Sexually-oriented businesses;
3. Body art facilities;
4. Smoke shops;
5. Vice paraphernalia;
6. Gaming or slot machines (excluding arcades);
7. Lewd merchandise sales;
8. Pawn shops; and
9. Outdoor storage/display.

Permitted Uses. The permitted uses and standards outlined within the Light Commercial (LC) base zoning district shall be permitted within this PD, with the following additional uses:

1. Animal clinic with an outdoor run;
2. Animal clinic without an outdoor run; and
3. Retail (Store, Shopping Center).

All not defined by this PD shall default to the Little Elm Code of Ordinances as set forth at time of adoption, and as amended.

Height and Area Regulations. All building height and lot area requirements shall be defined by Section 106.03.03 “Zoning Districts – Non-residential/commercial/industrial”.

Architectural Standards. All applicable provisions of Section 106.06.05 “Architectural Standards for Commercial Structures (Includes Office, Retail, Commercial, Mixed Use, Etc.), shall be followed.

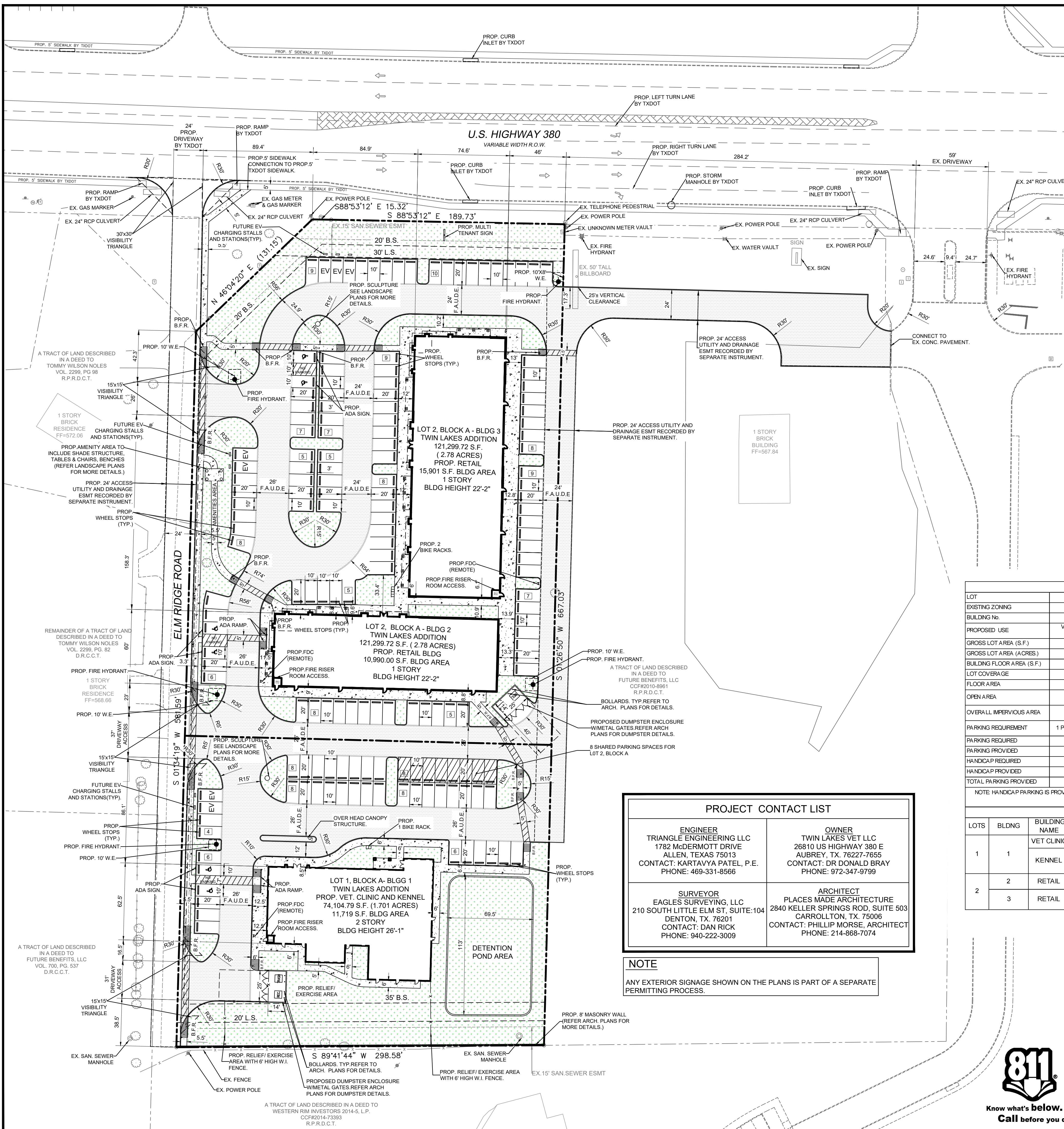
Parking Standards. All applicable provision of Division 4 “Parking, Stacking, and Loading Standards.” Shall be followed.

Commercial Landscape and Screening Requirements. All applicable provisions of Section 106.06.18 “Commercial Landscape Requirements” and Section 106.06.31 “Screening” shall be followed.

Signage. All applicable provisions of chapter 86 “Sign Ordinance”, shall be met unless otherwise stated herein:

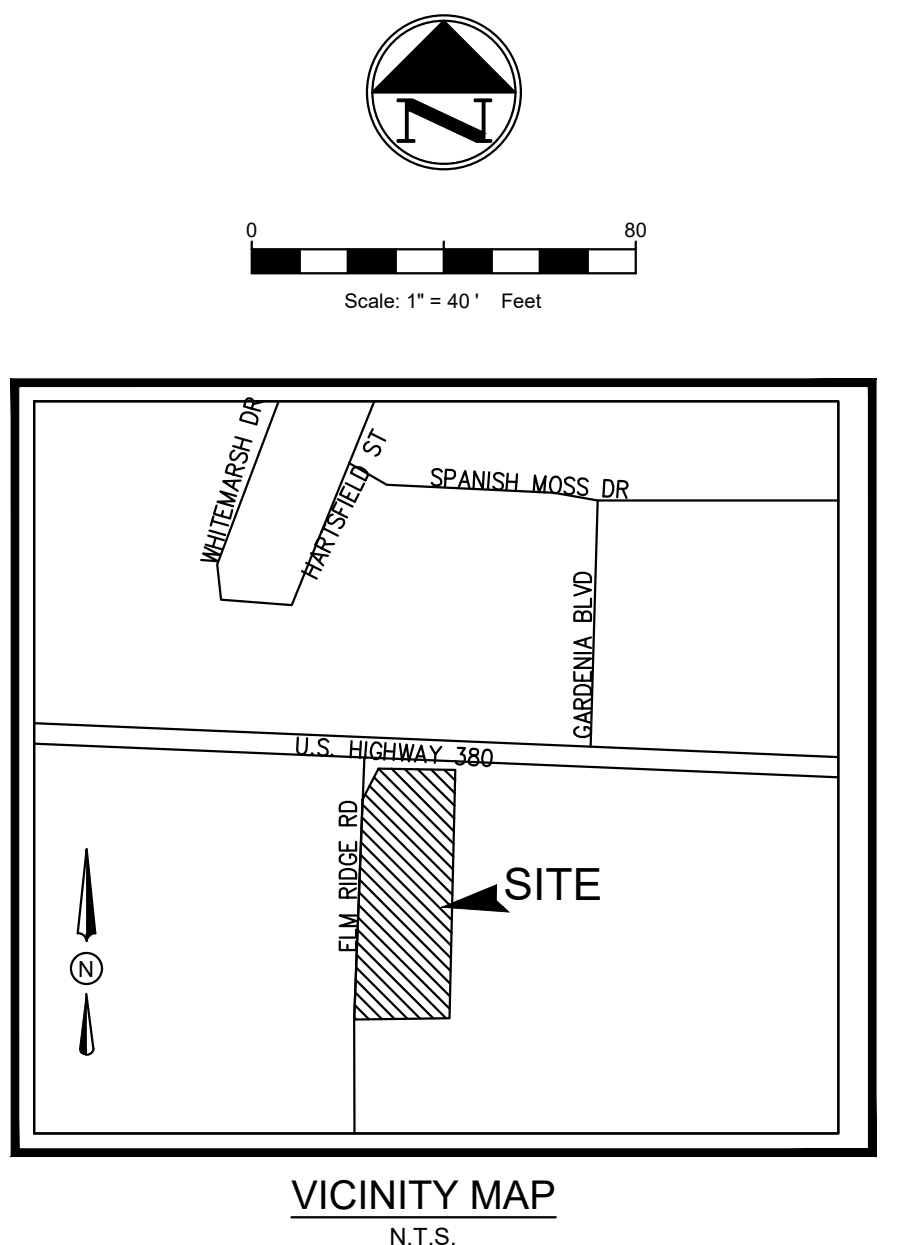
1. Per this PD, a single multi-tenant monument sign shall be permitted along the US Highway 380 street frontage.

Exhibit C
Development Plans



EXISTING LEGEND		
● 1/2" IR FOUND	○ 1/2" IR SET	○ 5/8" IR FOUND
○ 3/8" IR FOUND	○ 60-D NAIL FOUND	○ PK NAIL SET
○ 1/2" IP FOUND	○ X-FOUND	○ 1" IR FOUND
○ 1" IP FOUND	○ POINT FOR CORNER	■ CON. MONUMENT
○ 3/4" IP FOUND	○ TELE. BOX	○ CABLE BOX
○ ELECTRIC BOX	○ BRICK COLUMN	○ STONE COLUMN
○ STORM DRAIN MH.	○ SAN. SEW. CO.	○ BOLLARD POST
○ LIGHT POLE	○ SAN. SEW. MH.	
○ IRRIGATION VALVE	○ WATER VALVE	○ FIRE HYDRANT
○ IR VALVE	○ UTILITY POLE	○ WATER METER
○ GAS METER	○ A.C. PAD	○ X-SET
○ TRANS. BOX	○ GAS MARKER	○ OHU - OVERHEAD UTILITY LINE
○ GUY WIRE ANCHOR	○ BARBED WIRE FENCE	○ IRON FENCE
○ CHAINLINK FENCE	○ WOOD FENCE	○ PIPE RAIL FENCE
○ COVERED AREA	○ ASPHALT	○ FIRE LANE STRIPE
○ BRICK RET. WALL	○ STONE RET. WALL	○ CON. RET. WALL
○ NO PARKING	○ CONCRETE	○ GRAVEL
○ BRICK	○ STONE	○ WOOD DECK
○ BUILDING WALL	○ TILE	○ BUILDING LINE
○ EASEMENT	○ BOUNDARY	○ HIGHBANK LINE
○ PARKING STRIPE	○ HANDICAP SPACE	○ POWER POLE
○ TREE	○ TELEPHONE PEDESTAL	○ GAS LINE MARKER
○ GAS TEST STATION	○ BURIED CABLE MARKER	○ IRRIGATION CONTROL VALVE
○ UNKNOWN METER VAULT	○ ELECTRIC BOX VAULT	○ SIGN

SITE LEGEND	
CONCRETE CURB	SAW-CUT LINE
FENCE	FIRE LANE
STRIPING	FIRE LANE HATCH
SIDE WALK HATCH	LANDSCAPE AREA
PARKING SPACES	MONUMENT/PYLON SIGN
WHEEL STOPS	HANDICAP LOGO
HANDICAP SIGN	RAMP
BOLLARD	TRAFFIC ARROW
FIRE HYDRANT	DUMPSTER



- ### SITE GENERAL NOTES
- ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE CITY OR LOCAL JURISDICTION STANDARDS.
 - THE LOCATION OF UNDERGROUND UTILITIES INDICATED ON THE PLANS IS TAKEN FROM AS-BUILTS, UTILITY PLANS OR SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND UTILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND UTILITIES. IF EXISTING UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRING THE UTILITY.
 - WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES OR SERVICE LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS, AT HIS OWN COST AND EXPENSE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICTS WITH UTILITIES.
 - ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U. S. DEPARTMENT OF LABOR, OSHA, CONSTRUCTION SAFETY AND HEALTH REGULATIONS AND ANY AMENDMENTS THERETO.
 - THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO TRENCH BACKFILL, SIDE SLOPES, FENCES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS.
 - ANY CHANGES NEEDED AFTER CONSTRUCTION PLANS HAVE BEEN RELEASED, SHALL BE APPROVED BY THE CITY ENGINEER. THESE CHANGES MUST BE RECEIVED IN WRITING.
 - THE CONTRACTOR SHALL PROVIDE "RED LINED" MARKED PRINTS TO THE ENGINEER PRIOR TO FINAL INSPECTION INDICATING ALL CONSTRUCTION WHICH DEVIATED FROM THE PLANS OR WAS CONSTRUCTED IN ADDITION TO THAT INDICATED ON THE PLANS.
 - ALL CURB RADIUS TO BE 10' OR 2' UNLESS OTHERWISE NOTED ON THE SITE PLAN.

EASEMENT/SETBACK LEGEND		
BUILDING SETBACK	B.S.	
LANDSCAPE SETBACK	L.S.	
FIRE LANE, ACCESS, UTILITY & DRAINAGE EASEMENT	F.A.U.D.E.	
BARRIER FREE RAMP	B.F.R.	
ELECTRIC VEHICLE	EV	

SITE DATA SUMMARY TABLE				
LOT	1	2		TOTAL
EXISTING ZONING	LC-LIGHT COMMERCIAL			
BUILDING No.	1	2	3	MIXED
PROPOSED USE	VETERINARY AND KENNEL BUILDING	RETAIL	RETAIL	MIXED
GROSS LOT AREA (S.F.)	74,104.79	121,299.72		195,404.51
GROSS LOT AREA (ACRES)	1.70	2.78		4.49
BUILDING FLOOR AREA (S.F.)	11,719	10,990	15,901	38,609
LOT COVERAGE	22%	9%	13%	44%
FLOOR AREA	0.13	0.09	0.13	0.35
OPEN AREA	21932.79 S.F.	21144.12 S.F.		43,076.91 SF (0.981 AC)
OVERALL IMPERVIOUS AREA	52172 S.F.	100535 S.F.		1,52,327.60 SF (3.50 AC)
PARKING REQUIREMENT	1 PER (1/300 GFA +1/500 GFA)	1 PER (1/300 GFA + 1/200 GFA)	1 PER 200 GFA	MIXED
PARKING REQUIRED	35	45	80	160
PARKING PROVIDED	40	41	77	158
HANDICAP REQUIRED	2	2	2	6
HANDICAP PROVIDED	2	2	2	6
TOTAL PARKING PROVIDED	42	43	79	164

NOTE: HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH A.D.A. STANDARDS & HYDRODYNAMIC SEPARATORS AND BMPs WILL BE PROPOSED FOR WATER QUALITY AS PER ENGINEERING STANDARDS

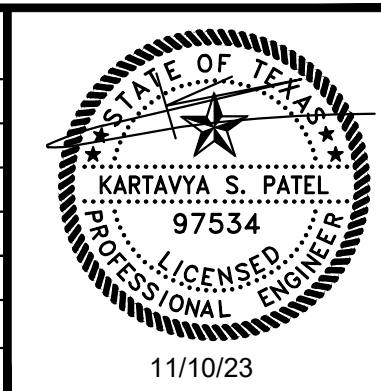
BUILDING DATA SUMMARY TABLE						
LOTS	BLDG	BUILDING NAME	STORY	HEIGHT	USE	AREA (S.F.)
1	1	VET CLINIC	2	26'-1"	VETERINARY CLINIC	8338
		KENNEL			VETERINARY CLINIC WITH 29% KENNEL	3,381
2	2	RETAIL	1	22'-2"	RETAIL	10,990
	3	RETAIL	1	22'-2"	RETAIL	15,901

PROJECT CONTACT LIST	
ENGINEER TRIANGLE ENGINEERING LLC 1782 McDERMOTT DRIVE ALLEN, TEXAS 75013 CONTACT: KARTAVYA PATEL, P.E. PHONE: 469-331-8566	OWNER TWIN LAKES VET LLC 26810 US HIGHWAY 380 E AUBREY, TX 76227-7655 CONTACT: DR DONALD BRAY PHONE: 972-347-9799
SURVEYOR EAGLES SURVEYING, LLC 210 SOUTH LITTLE ELLEN BLVD DENTON, TX 76201 CONTACT: DAN RICK PHONE: 940-222-3009	ARCHITECT PLACES MADE ARCHITECTURE 2840 KELLER SPRINGS ROAD, SUITE 503 CARROLLTON, TX 75006 CONTACT: PHILLIP MORSE, ARCHITECT PHONE: 214-868-7074

NOTE
ANY EXTERIOR SIGNAGE SHOWN ON THE PLANS IS PART OF A SEPARATE PERMITTING PROCESS.



NO.	DATE	DESCRIPTION	BY
1	08/24/22	1st CITY SUBMITTAL	KP
2	03/28/23	2nd CITY SUBMITTAL	KP
3	08/24/23	3rd CITY SUBMITTAL	KP
4	10/13/23	4th CITY SUBMITTAL	KP
5	11/10/23	5th CITY SUBMITTAL	KP



SITE PLAN

LC DEVELOPMENT AT US 380 & ELM RIDGE RD

26810 US 380

CITY OF LITTLE ELM

DENTON COUNTY, TX

LOTS 1 & 2 BLOCK A, TWIN LAKES ADDITION

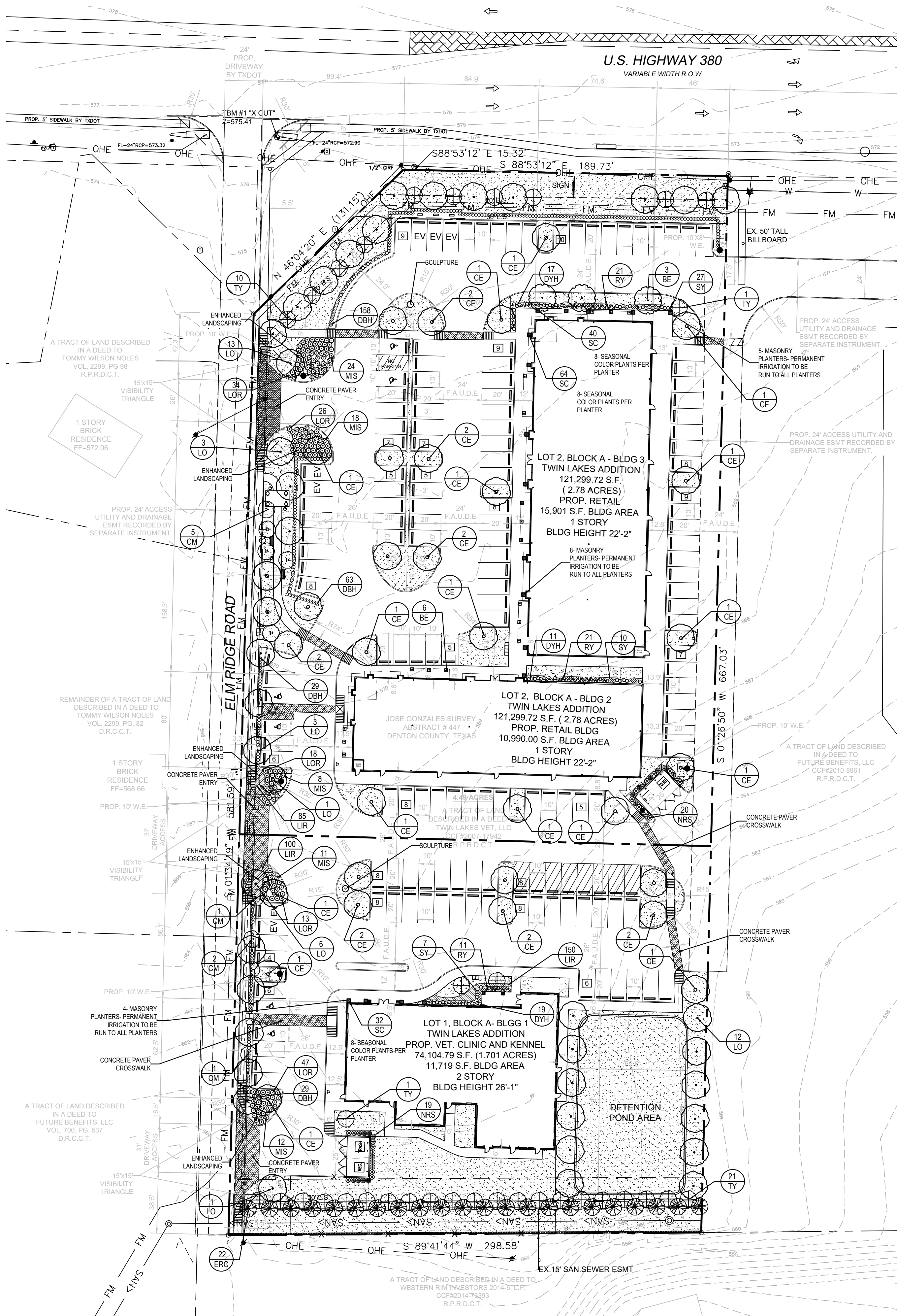
TRIANGLE ENGINEERING LLC

T: 469.331.8566 | F: 469.213.7145 | E: info@triangle-engr.com
W: triangle-engr.com | O: 1782 McDermott Drive, Allen, TX 75013

Planning | Civil Engineering | Construction Management

P.E.	DES.	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	MK	08-24-22	SCALE BAR	089-22	C-3.0

TX. P.E. FIRM #11525



LANDSCAPE TABULATIONS- LOT 2

SITE TREE REQUIREMENTS	
Requirements: 10% of gross vehicular area to be landscaped. (1) tree per 400 s.f. of required landscaped area. Vehicular Area: (53,005 s.f.)	
Required 5,300.5 s.f. (10%) (13) trees	Provided 7,087.14 s.f. (13%) (44) trees (16) 3" cal. ornamental trees

PARKING LOT
Requirement: All parking spaces must be located within 70' of large canopy tree. One (1) tree per island and One island for every (10) spots.

Provided
PERIMETER LANDSCAPE REQUIREMENTS
Requirements- Vehicular screening is required from public R.O.W and abutting properties.

Provided
US Highway 380- (336 l.f.) 1 large tree per 30 l.f. of street frontage and 3 ornamentals for every 5 large trees of perimeter

Required 11 trees 6 ornamentals	Provided 11 proposed trees- 4" cal. 10 ornamentals
---------------------------------------	--

West Perimeter- (328 l.f.) 1 large tree per 40 l.f. and 3 ornamental trees for every 5 large trees of perimeter

Required 8 trees 5 ornamental trees	Provided 8 proposed trees- 4" cal 5 ornamental trees 2 existing trees
---	--

Perimeter vehicular screening provided with 36" ht. evergreen shrubs

Provided
Foundation planting and amenity area provided- Amenity area to include plaza, shade structure, benches, table and chairs and trash receptacles.

LANDSCAPE DESIGN OPTIONS
25 POINTS REQUIRED
Enhanced hardscape (crosswalks are concrete pavers) - 5 points
Enhanced landscaping - 5 points
Enhanced entry ways paving - 5 points
Masonry planters- 4 min. - 5 points
Small sculpture- 5 points

Total points = 25.00

LANDSCAPE TABULATIONS- LOT 1

SITE TREE REQUIREMENTS	
Requirements: 10% of gross vehicular area to be landscaped. (1) tree per 400 s.f. of required landscaped area. Vehicular Area: (27,386 s.f.)	
Required 2,783.6 s.f. (10%) (7) trees	Provided 2,773.19 s.f. (10%) (27) trees (4) 3" cal. ornamental trees

PARKING LOT
Requirement: All parking spaces must be located within 70' of large canopy tree. One (1) tree per island and One island for every (10) spots.

Provided
PERIMETER LANDSCAPE REQUIREMENTS
West Perimeter- (253 l.f.) 1 large tree per 40 l.f. and 3 ornamental trees for every (5) large trees of perimeter

Required 7 trees 4 ornamental trees	Provided 7 proposed trees- 4" cal. 4 ornamental trees
---	---

Perimeter vehicular screening provided with 36" ht. evergreen shrubs
Provided

Foundation planting and ornamental trees provided on the north side of the building.

South Perimeter (Residential Adjacency) - (299 l.f.) Required 8 ft. masonry wall along the entire length of perimeter and a 20' landscape buffer w/ a double row of tree planting 15 ft. on center.

Required 40 trees 8' masonry wall 20' landscape buffer	Provided 43 proposed trees 8' masonry wall 20' landscape buffer
---	--

DETENTION POND REQUIREMENTS
Perimeter- (351 l.f.) 1 large tree per 30 l.f. of perimeter

Required 12 trees	Provided 12 trees
----------------------	----------------------

LANDSCAPE DESIGN OPTIONS
25 POINTS REQUIRED
Enhanced hardscape (crosswalks are concrete pavers) - 5 points
Enhanced landscaping - 5 points
Enhanced entry ways paving - 5 points
Masonry planters- 4 min. - 5 points
Small sculpture- 5 points

Total points = 25.00

RELIEF / EXERCISE AREA NOTES
1. The area will be screened by the residential adjacency buffer trees and 8' masonry screen wall that will help reduce noise. The dog waste will be cleaned up daily and the turf soil neutralized as needed to eliminate smell.

PLANT MATERIAL SCHEDULE- LOT 2

TREES		COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
CE	22	Cedar Elm	<i>Ulmus crassifolia</i>	4" cal.	B&B, 12" ht., 5' spread, 6' clear straight trunk
CM	5	Crape Myrtle	<i>Lagerstroemia indica</i>	3" cal.	container 6" ht., 3 or 5 cane, tree form
BE	3	Bosque Elm	<i>Ulmus parvifolia</i>	4" cal.	container, 12" ht., 5' spread, 6' clear straight trunk
LO	19	Live Oak	<i>Quercus virginiana</i>	4" cal.	container, 12" ht., 5' spread, 6' clear straight trunk
TY	11	Tree Yaupon	<i>Ilex vomitoria</i>	3" cal.	container, 6" ht., 3 or 5 cane, tree form
SHRUBS		COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
DBH	250	Dwarf Burford Holly	<i>Ilex cornuta burfordii 'nana'</i>	5 gal.	container grown, 36" ht., 24" spread
DYH	28	Dwarf Yaupon Holly	<i>Ilex vomitoria 'Nana'</i>	3 gal.	container grown, 20" spread
RY	42	Red Yucca	<i>Hesperaloe parviflora</i>	3 gal.	container grown, 12" spread
LOR	75	Loropetalum	<i>Loropetalum chinensis</i>	5 gal.	container grown, 24" ht., 20" spread
MIS	50	Miscanthus	<i>Miscanthus sinensis</i>	5 gal.	container full, 24" spread
SY	37	Softleaf Yucca	<i>Yucca recurvifolia</i>	3 gal.	container grown, 20" spread
NRS	20	Nellie R. Stevens	<i>Ilex x 'Nellie R. Stevens'</i>	7 gal.	container, 36" ht., 30" spread
GROUNDCOVERS		COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
LIR	85	Liriope	<i>Liriope Muscar</i>	4" pots	container full, well rooted
SC	104	Seasonal Color '419' Bermudagrass	<i>Cynodon dactylon '419'</i>	4" pots	selection by owner solid sod refer to notes
NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.					

PLANT LEGEND:

- BOSQUE ELM, 4" CAL.
- TREE YAUPON, 3" CAL.
- DWARF BURFORD HOLLY, 5 GAL.
- SOFT LEAF YUCCA, 3 GAL.
- DWARF YAUPON HOLLY, 3 GAL.
- RED YUCCA, 3 GAL.
- LOROPETALUM, 5 GAL.
- MISCANTHUS, 5 GAL.
- CEDAR ELM, 4" CAL.
- CREPE MYRTLE, 3" CAL.
- LIVE OAK, 4" CAL.
- EASTERN RED CEDAR, 3" CAL.
- BOSQUE ELM, 4" CAL.

LANDSCAPE NOTES

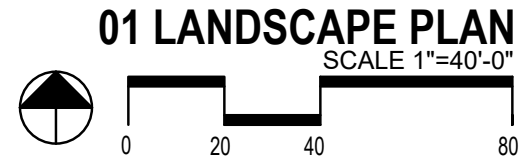
- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION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

GENERAL LAWN NOTES

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

SOLID SOD NOTES

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



LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
1782 W. McDERMOTT DR.
ALLEN, TEXAS 75013
(469) 369-4448
CHRIS@STUDIOGREENSPOT.COM



LC DEVELOPMENT

US HWY. 380/ELM RIDGE RD.
LITTLE ELM, TEXAS

ISSUE:

CITY COMMENTS 03.30.2023
CITY COMMENTS 08.01.2023
CITY COMMENTS 08.26.2023
CITY COMMENTS 11.09.2023

DATE:
11.09.2023

SHEET NAME:
LANDSCAPE PLAN

SHEET NUMBER:

L.2

1

2

3

4

5

6

A

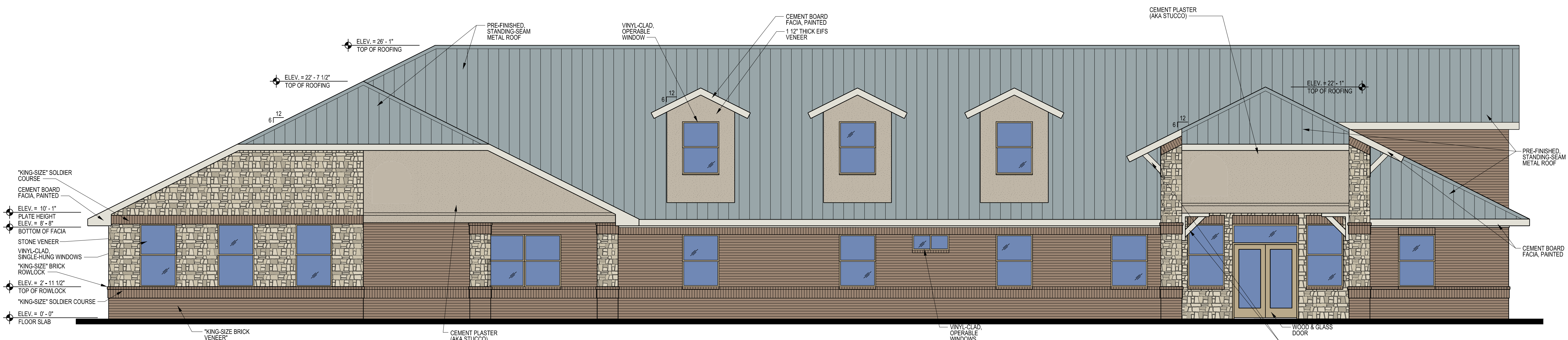
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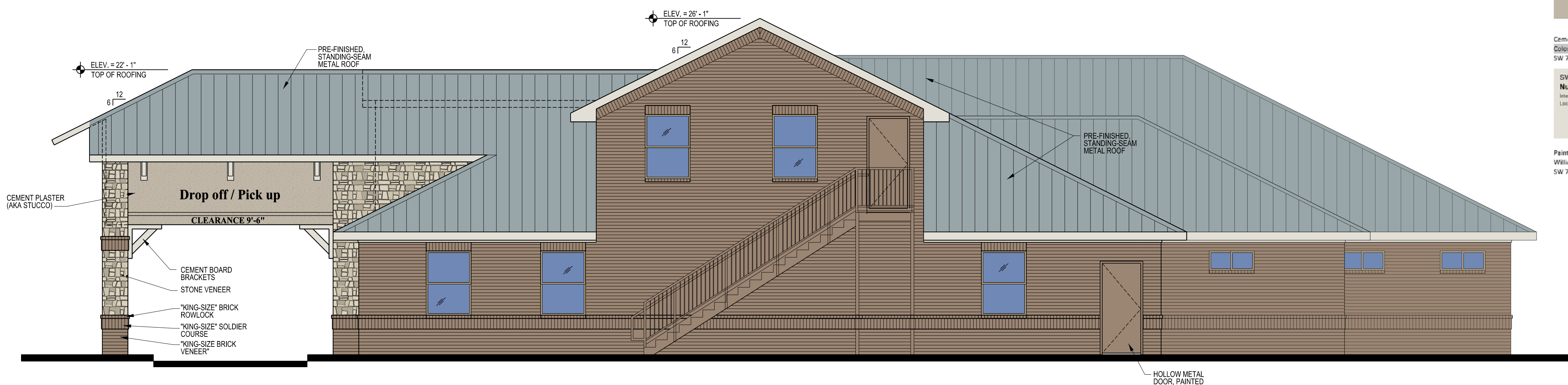
01 North Elevation - Veterinary Building

3/16"=1'-0"

MATERIAL COVERAGE - NORTH ELEVATION		
BRICK	836 S.F.	55%
STONE	310 S.F.	21%
CEMENT PLASTER	357 S.F.	24%
SUBTOTAL		
	1503 S.F.	100%
DOORS/ WINDOWS	369 S.F.	20%
TOTAL	1872 S.F.	

Notes:

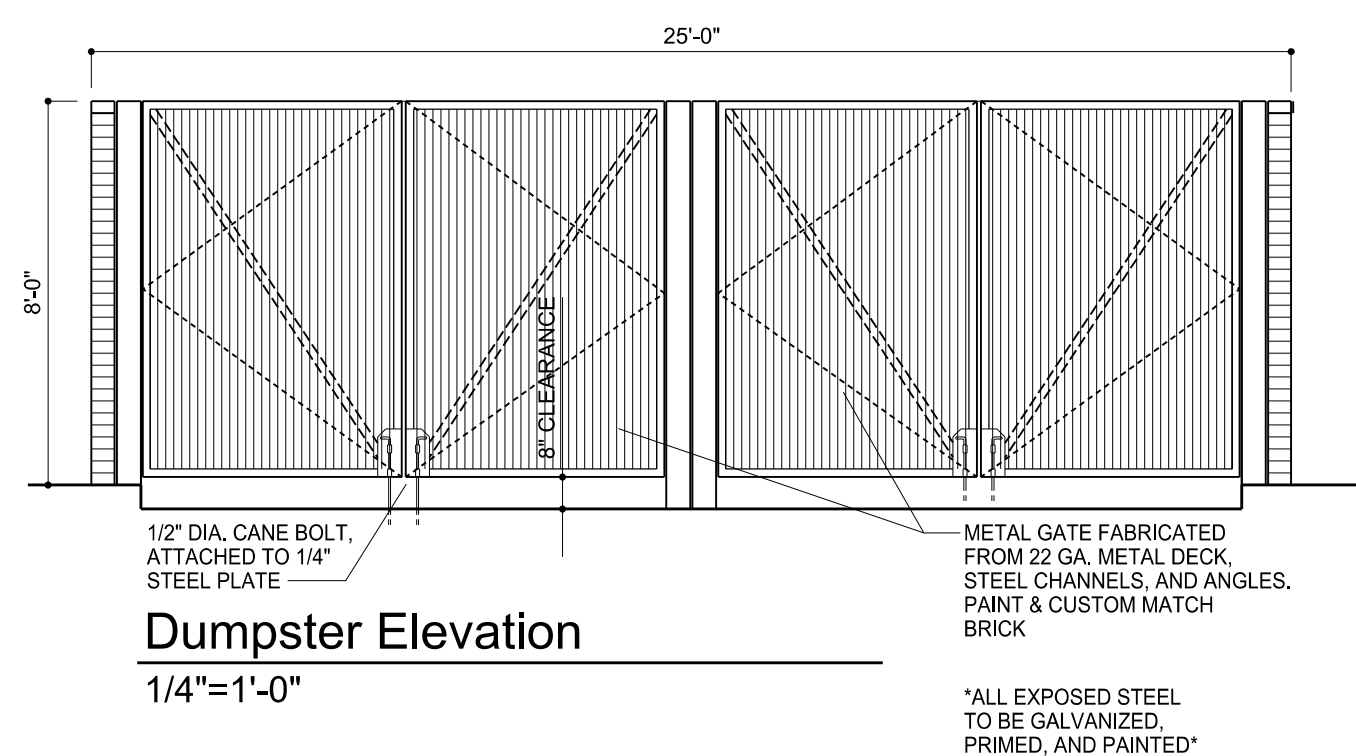
1. All mechanical units shall be screened from public view as required by the
2. All signage areas and locations are subject to approval of Development Services Director
3. When permitted, exposed utility boxes and conduits shall be painted to match the building
4. Roof access shall be provided internally, unless otherwise permitted by the Chief Building Official



02 West Elevation - Veterinary Building

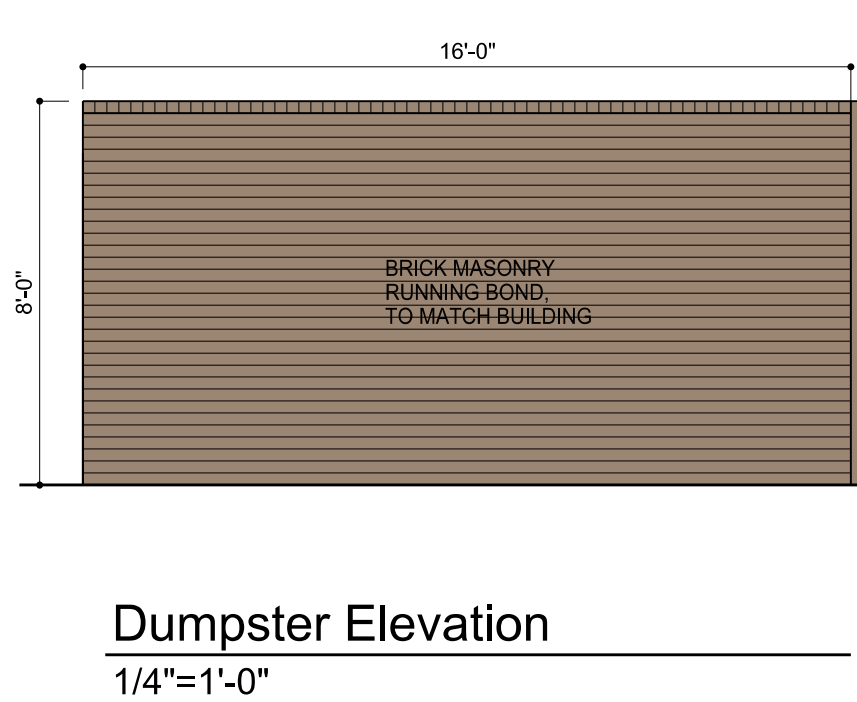
3/16"=1'-0"

MATERIAL COVERAGE - WEST ELEVATION		
BRICK	1002 S.F.	88%
STONE	63 S.F.	6%
CEMENT PLASTER	76 S.F.	6%
SUBTOTAL		
	1141 S.F.	100%
DOORS/ WINDOWS	152 S.F.	12%
TOTAL	1293 S.F.	



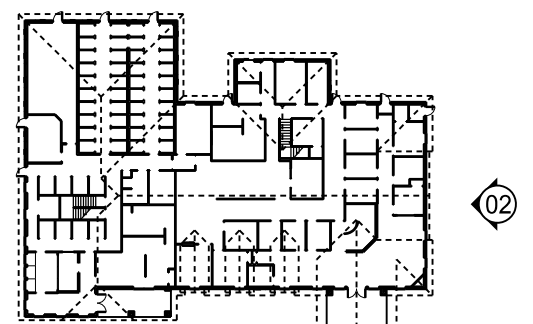
Dumpster Elevation

1/4"=1'-0"



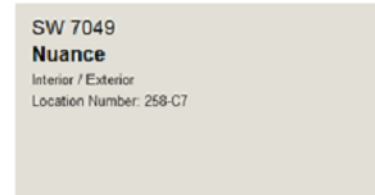
Dumpster Elevation

1/4"=1'-0"



Key Plan

Not to scale

Exterior Materials
Twin Lakes Veterinary
Little Elm, TexasBrick Veneer
Acme Brick
King Size
Sable OakSW 7051
Analytical Gray
Interior / Exterior
Location Number: 346-C2SW 7049
Nuance
Interior / Exterior
Location Number: 298-C7Painted Trim (Cement board eaves and fascia)
Williams
SW 7049 NuanceStone Veneer
Rock Materials
Gray to Tan LuedersWindows
Ply Gem
BeigeCityscape
Standing seam Metal Roofing
Pac-Clad Cityscape

SEAL:

If the adjacent seal block does not contain the architect's seal, signature, and date, then this document is incomplete and may not be used for regulatory approval, permit, or construction.

PlacesMade architecture
Phillip Morse, TX Reg No. 17037

The Texas Board of Architectural Examiners has jurisdiction over compliance regarding the professional practice of persons registered as architects in TX. PE Exp 03/21 Austin, TX 78755-0321, TX 512-555-9300, www.tbaa.org

Project No. 15031

Date

Revisions

No. Date

9-5-22

3-31-23

3-31-23

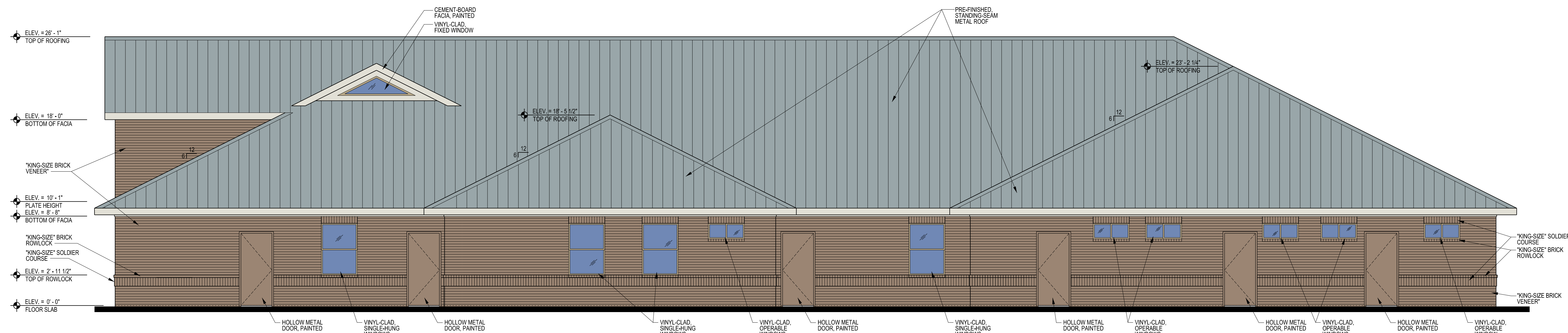
scale verification

1"

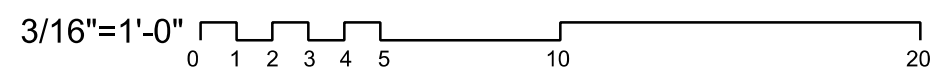
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A2.1C

Color Elevations

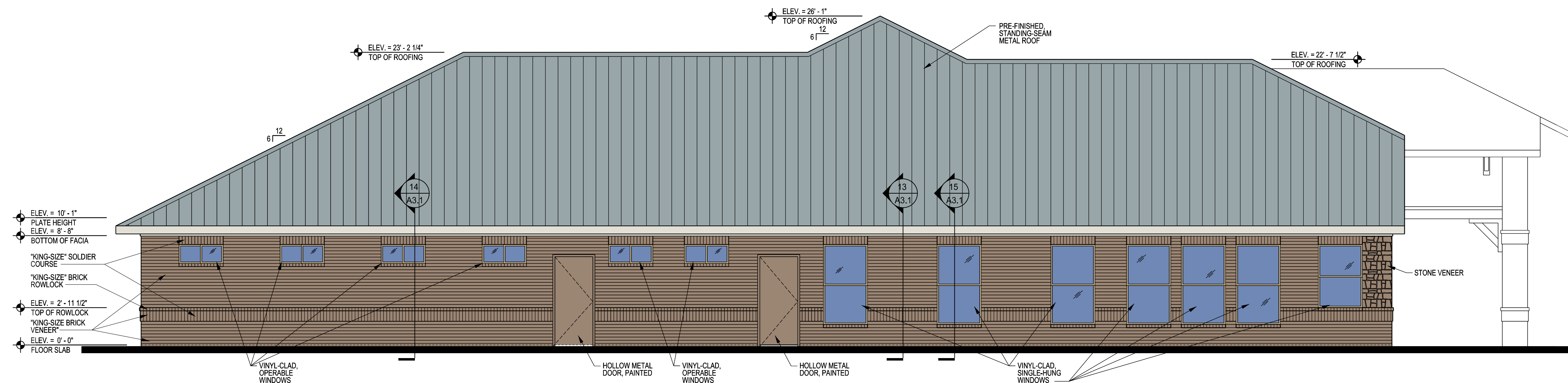


01 South Elevation - Veterinary Building

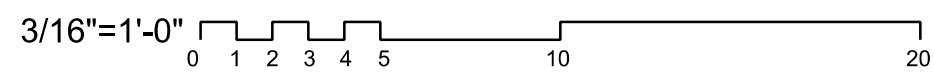


MATERIAL COVERAGE - SOUTH ELEVATION		
BRICK	989 S.F.	100%
STONE	0 S.F.	0%
CEMENT PLASTER	0 S.F.	0%
SUBTOTAL		
	989 S.F.	100%
DOORS/ WINDOWS	246 S.F.	20%
TOTAL	1235 S.F.	

- Notes:
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02 East Elevation - Veterinary Building



MATERIAL COVERAGE - EAST ELEVATION		
BRICK	623 S.F.	98%
STONE	13 S.F.	2%
CEMENT PLASTER	0 S.F.	0%
SUBTOTAL		
	636 S.F.	100%
DOORS/ WINDOWS	251 S.F.	28%
TOTAL	887 S.F.	

Exterior Materials
Twin Lakes Veterinary
Little Elm, Texas

Brick Veneer
Acme Brick
King Size
Sable Oak

Stone Veneer
Rock Materials
Gray to Tan Lueders

SW 7051
Analytical Gray
Interior / Exterior
Location Number: 246 C2

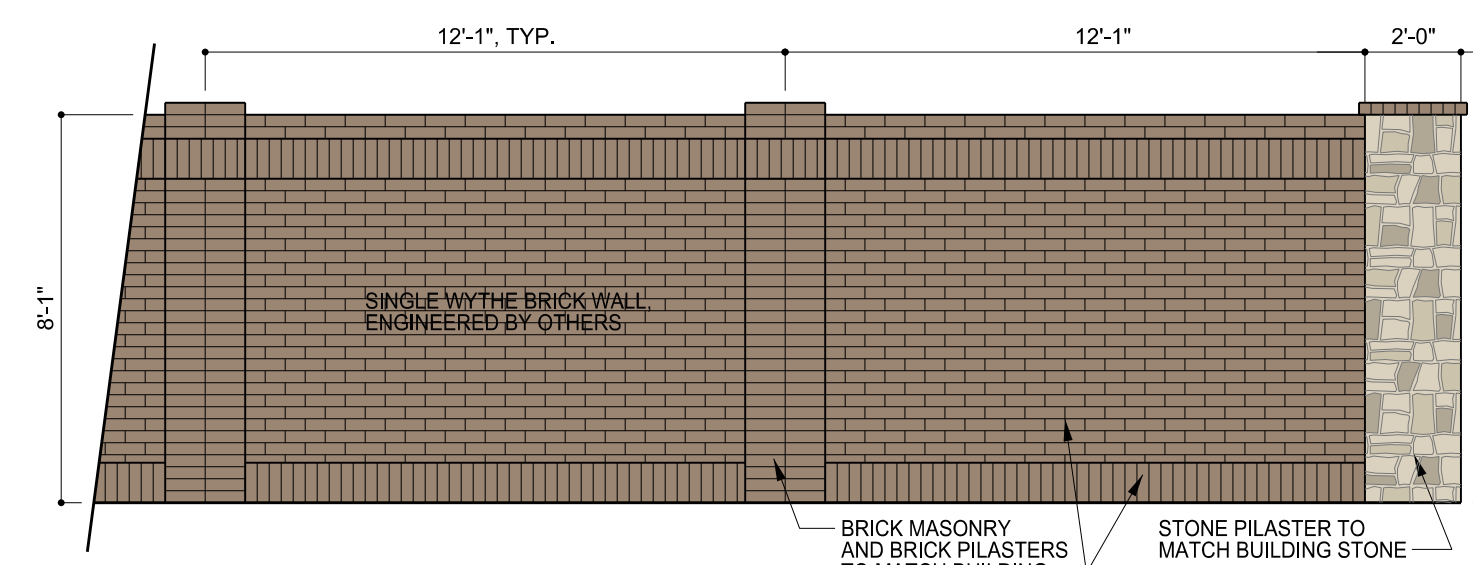
Cement Plaster (Stucco)
Color to match Sherwin Williams
SW 7051 Analytical Gray

SW 7049
Nuance
Interior / Exterior
Location Number: 258 C7

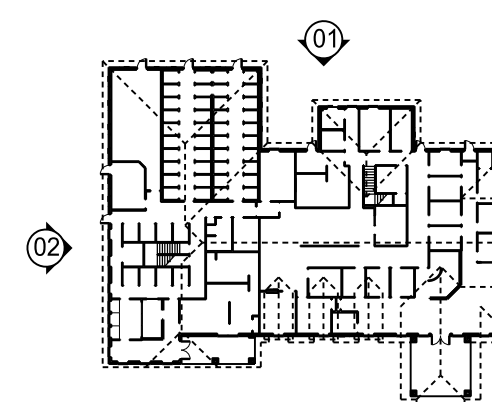
Painted Trim (Cement board eaves and fascia)
Williams
SW 7049 Nuance

Windows
Ply Gem
Beige

Cityscape
Standing seam Metal Roofing
Pac-Clad Cityscape



Masonry Screenwall Elevation
1/4"=1'-0"



Key Plan

Not to scale

places **made** architecture
"made up places made real"

Phillip Morse, Architect
PlacesMade architecture
2840 Keller Springs Road
Suite 503
Carrollton, Texas 75006
214 888 7074
www.placesmadereal.com

SEAL:

If the adjacent seal block does not contain the architect's seal, signature, and date, then this document is incomplete and may not be used for regulatory approval, permit, or construction.

PlacesMade architecture
Phillip Morse, TX Reg No. 17037

The Texas Board of Architectural Examiners has jurisdiction over compliance regarding the professional practice of all persons registered as Architects in TX. PE Exp. 03/31/2027. Austin, TX 78703-5377, TX 512-555-9302, www.tbaa-texas.com

TRI-STAR CONSTRUCTION, INC.
GENERAL CONTRACTORS
3601 Yucca Drive Building #2
Flower Mound, Texas 75028
972.221.5588
www.tristarcorp.org

Twin Lakes
Veterinary and
Boarding
Little Elm, Texas

Project No. 15031

Date

Revisions

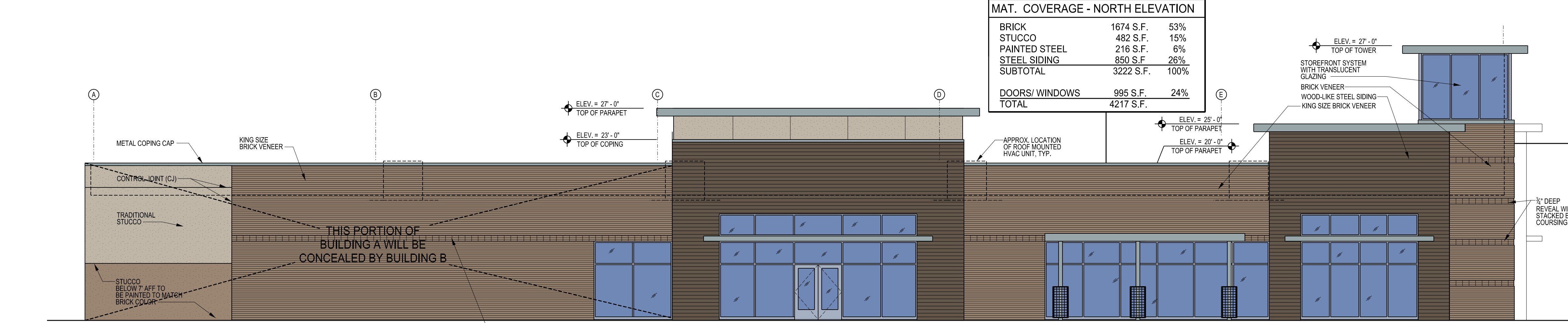
No.	Date
9-5-22	
3-31-23	
7-19-23	

scale verification
1" = 1'

Sheet

A2.2C

Color Elevations

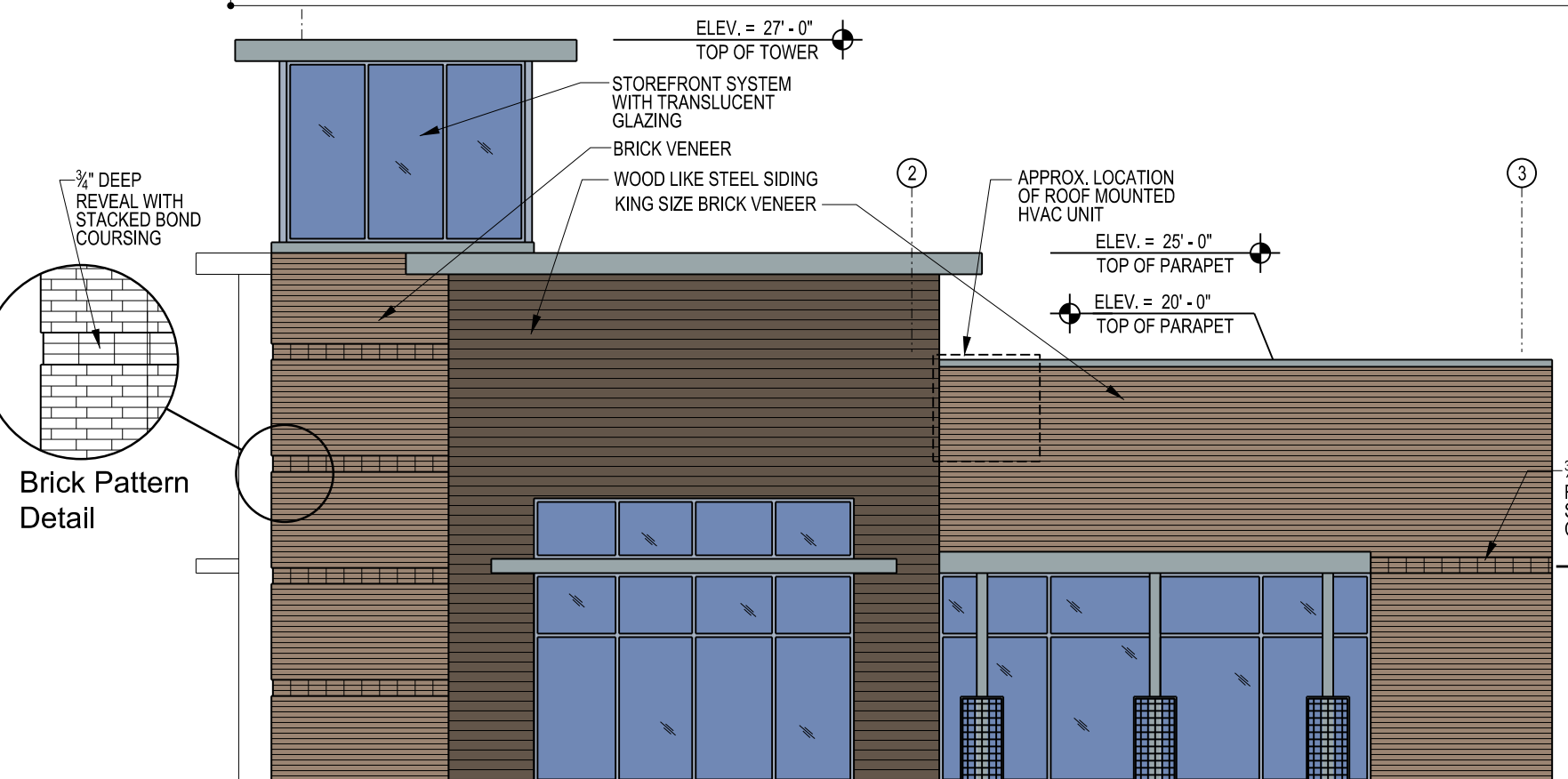
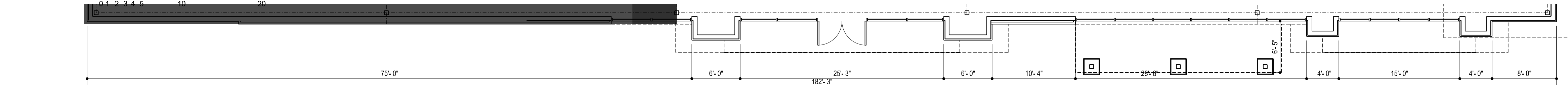


MAT. COVERAGE - NORTH ELEVATION			
BRICK	1674 S.F.	53%	
STUCCO	482 S.F.	15%	
PAINTED STEEL	216 S.F.	6%	
STEEL SIDING	850 S.F.	26%	
SUBTOTAL	3222 S.F.	100%	
DOORS/ WINDOWS	995 S.F.	24%	
TOTAL	4217 S.F.		

MAT. COVERAGE - NORTH ELEV -EXPOSED			
BRICK	662 S.F.	25%	
STUCCO	111 S.F.	18%	
PAINTED STEEL	191 S.F.	10%	
STEEL SIDING	850 S.F.	47%	
SUBTOTAL	1814 S.F.	100%	
DOORS/ WINDOWS	895 S.F.	33%	
TOTAL	2709 S.F.		

01 North Elevation - Building A

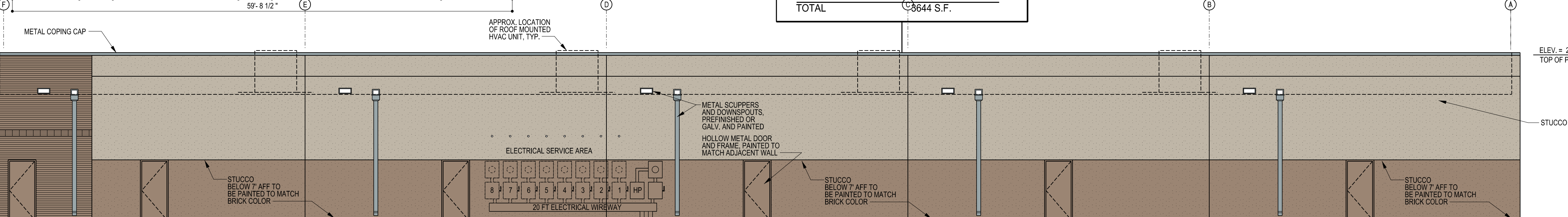
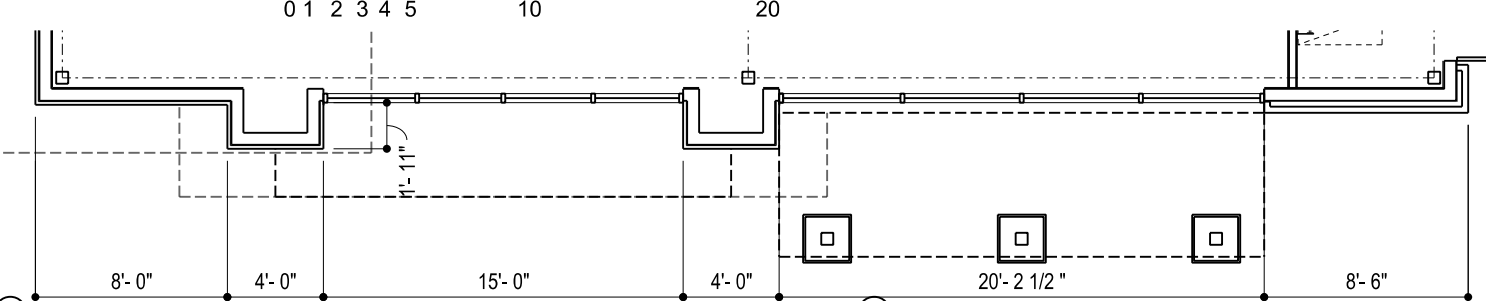
1/8"=1'-0"



MATERIAL COVERAGE - WEST ELEVATION			
BRICK	550 S.F.	53%	
PAINTED STEEL	136 S.F.	13%	
STEEL SIDING	348 S.F.	34%	
SUBTOTAL	1034 S.F.	100%	
DOORS/ WINDOWS	479 S.F.	32%	
TOTAL	1513 S.F.		

02 West Elevation - Building A

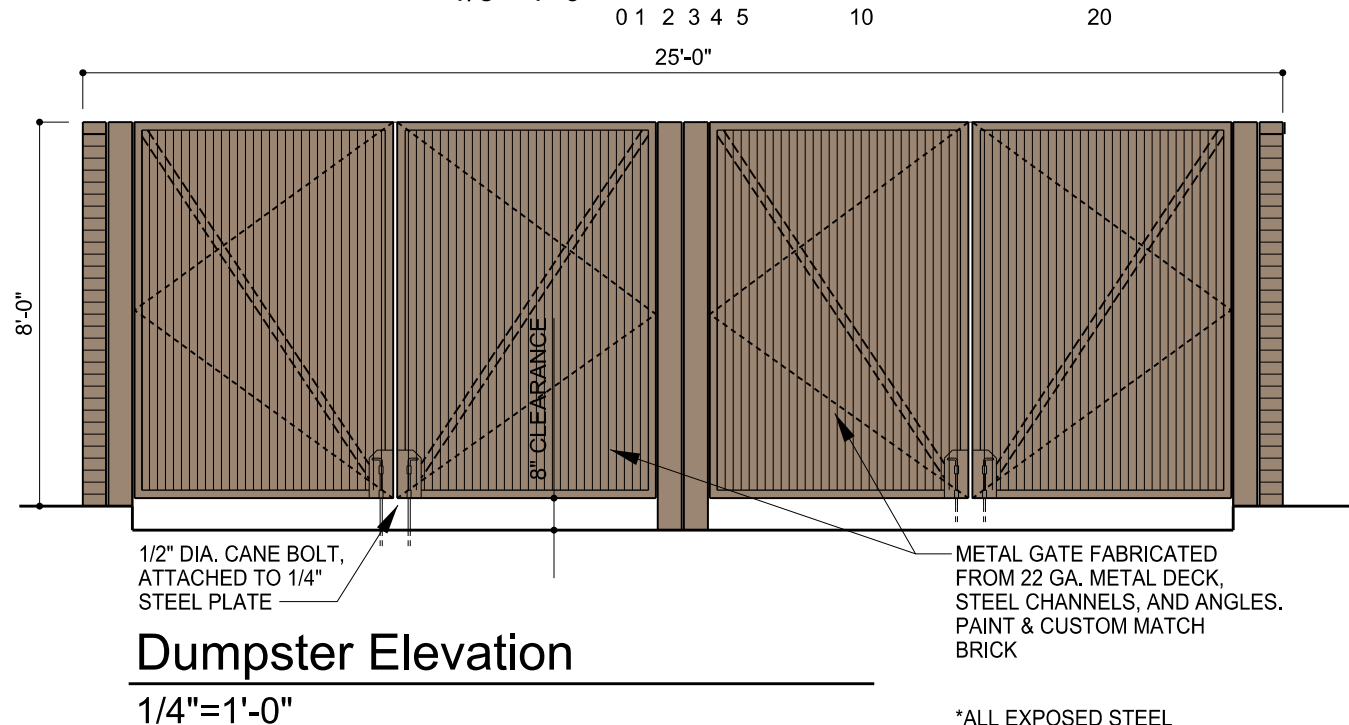
1/8"=1'-0"



MATERIAL COVERAGE - SOUTH ELEVATION			
BRICK	216 S.F.	6%	
STUCCO	3284 S.F.	94%	
SUBTOTAL	3500 S.F.	100%	
DOORS	144 S.F.		
TOTAL	3644 S.F.		

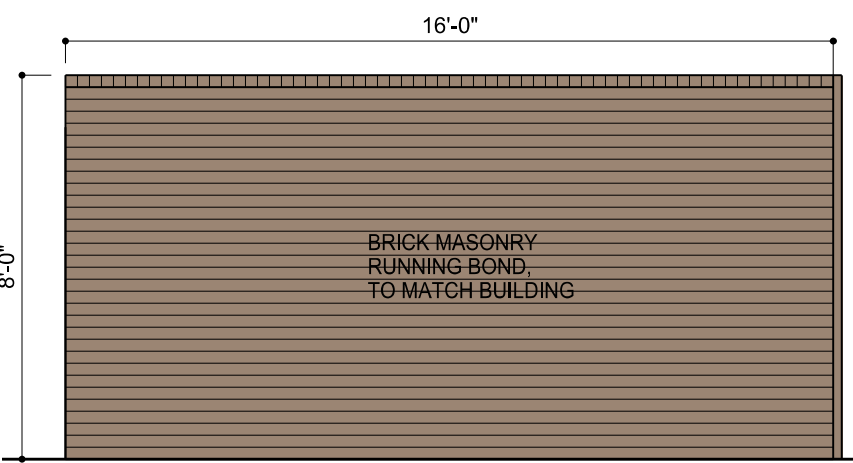
04 South Elevation - Building A

1/8"=1'-0"



Dumpster Elevation

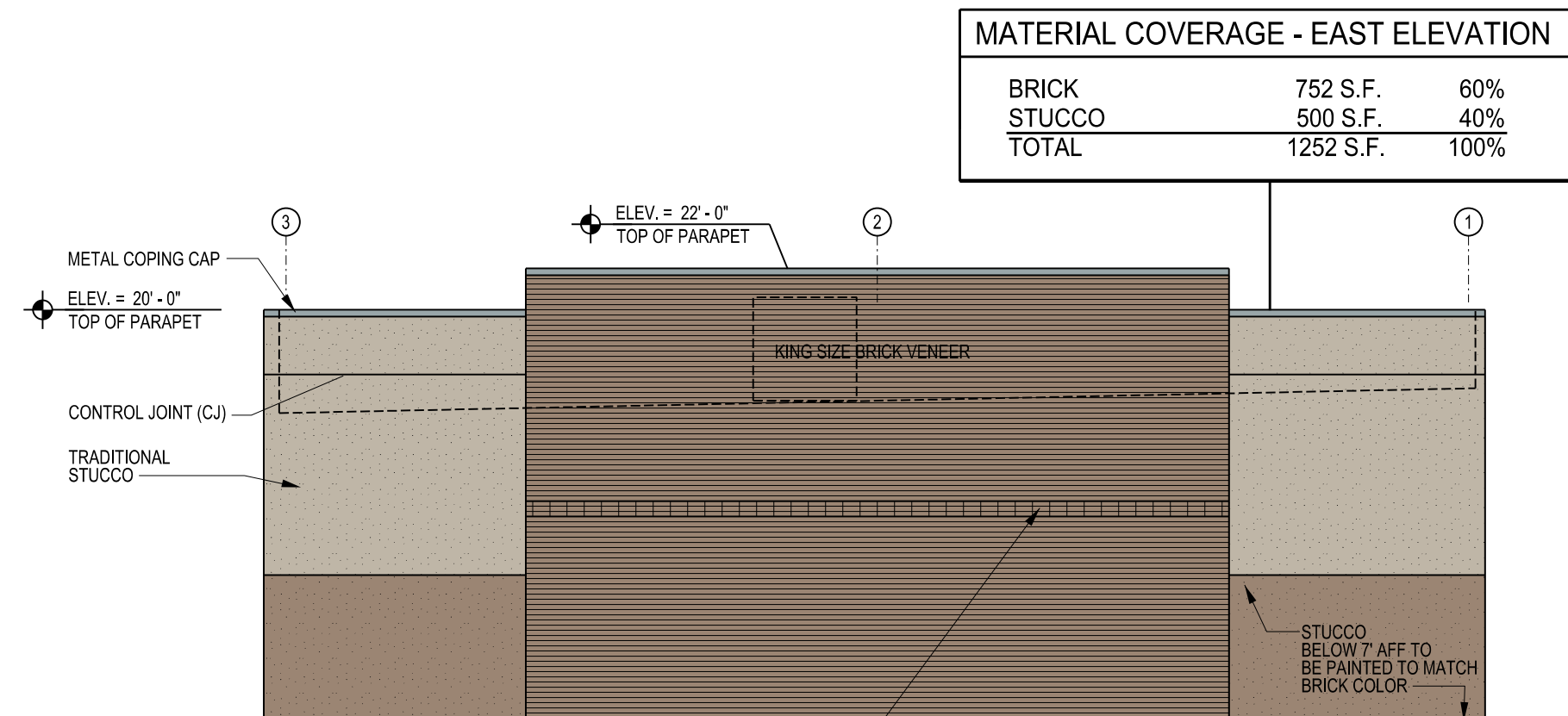
1/4"=1'-0"



Dumpster Elevation

1/4"=1'-0"

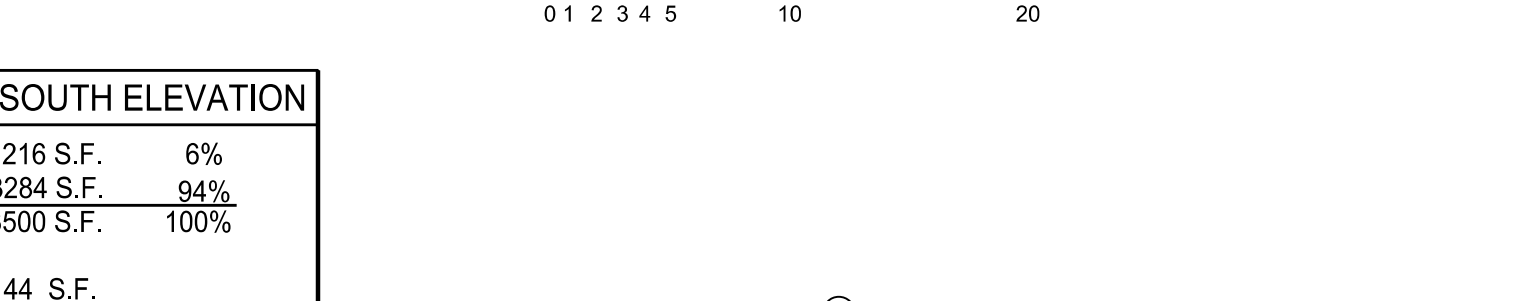
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MATERIAL COVERAGE - EAST ELEVATION			
BRICK	752 S.F.	60%	
STUCCO	500 S.F.	40%	
TOTAL	1252 S.F.	100%	

03 East Elevation - Building A

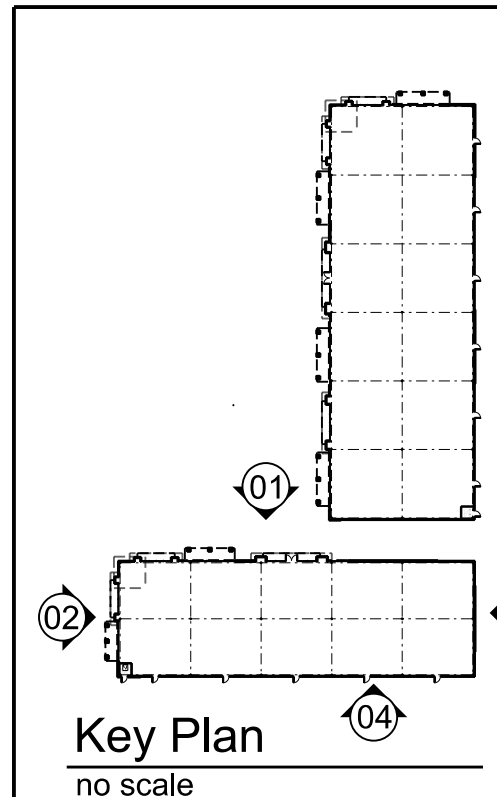
1/8"=1'-0"



Pictorial Example of Sable Oak Brick Veneer
Denotes range of color, not brick pattern.

EXTERIOR MATERIALS

Exterior Materials
Twin Lakes Retail
Little Elm, Texas



Key Plan
no scale

places made architecture
"made up places made real"

Phillip Morse, Architect
PlacesMade architecture
2840 Keller Springs Road
Suite 503
Carrollton, Texas 75006
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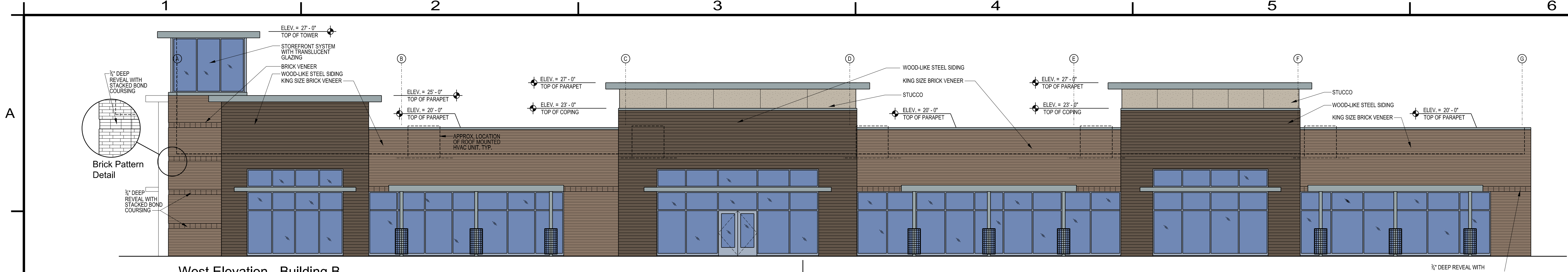
PlacesMade architecture
Phillip Morse, TX Reg No. 17037

The Texas Board of Architecture and Landscape Architecture has certified the professional qualifications of the architect and the professional qualifications of the landscape architect as required by the Texas Board of Architecture and Landscape Architecture.

TRI-STAR CONSTRUCTION, INC.
GENERAL CONTRACTORS
3601 Yucca Drive
Flower Mound, Texas 75028
972.221.5588
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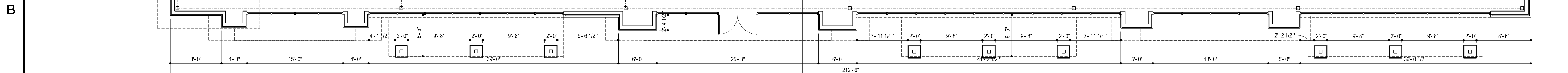
Shell Building for:
Twin Lakes Retail Center
Little Elm, Texas

Project No.	21015
Date	
Revisions	
No.	Date
9-5-22	
3-31-23	
7-19-23	
10-16-23	
11-7-23	
11-14-23	
scale verification	1" = 100'
Sheet	A2.1C
Building A	Color Elevations



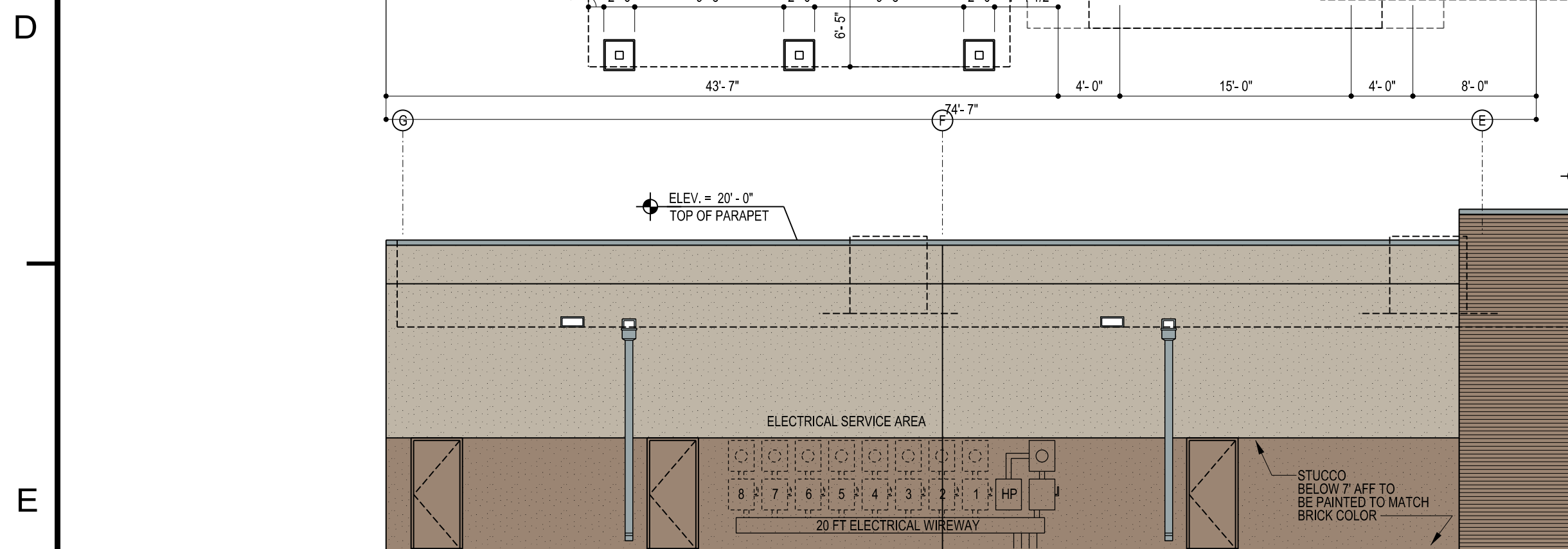
01 West Elevation - Building B

1/8"=1'-0"



02 North Elevation - Building B

1/8"=1'-0"



04 East Elevation - Building B

1/8"=1'-0"



03 South Elevation - Building B (Facing Alley)

1/8"=1'-0"

MATERIAL COVERAGE - WEST ELEVATION			
BRICK	1398 S.F.	44%	
STUCCO	194 S.F.	6%	
PAINTED STEEL	366 S.F.	11%	
STEEL SIDING	1240 S.F.	39%	
SUBTOTAL	3198 S.F.	100%	
DOORS/ WINDOWS	1827 S.F.	36%	
TOTAL	5025 S.F.		

MATERIAL COVERAGE - NORTH ELEVATION			
BRICK	733 S.F.	61%	
PAINTED STEEL	122 S.F.	10%	
STEEL SIDING	347 S.F.	29%	
SUBTOTAL	1202 S.F.	100%	
DOORS/ WINDOWS	593 S.F.	33%	
TOTAL	1795 S.F.		

MATERIAL COVERAGE - SOUTH ELEVATION			
BRICK	125 S.F.	8%	
STUCCO	1351 S.F.	92%	
TOTAL	1476 S.F.	100%	

MATERIAL COVERAGE - EAST ELEVATION			
BRICK	1665 S.F.	37%	
STUCCO	2785 S.F.	63%	
TOTAL	4450 S.F.	100%	



Pictorial Example
of Sable Oak Brick Veneer
Denotes range of color, not brick pattern.

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