

STATE OF TEXAS §
 §

COUNTY OF DENTON §

**DEVELOPMENT AGREEMENT
AMENDMENT FOR DENTON ISD
HIGH SCHOOL NO. 4 - BRASWELL
PD AMENDMENT (PD-23-004847)**

This Development Agreement Amendment for Denton ISD High School No. 4 - Braswell Planned Development ("**Agreement**") is entered into between Denton Independent School District ("**Developer**"), whose address for purposes of this Agreement is 13607 N. Locust Street, Denton, Texas 76201, 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 107.767 acres generally located on the northwest corner of US Highway 380 and FM 2931, 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 amendments to the existing Planned Development Ordinance No. 1583, contained in the Denton ISD High School No. 4 - Braswell Planned Development Ordinance No. 1757, attached hereto as **Exhibit B**, which incorporate by reference the continuation of the previously agreed upon general zoning regulations of the Town's zoning ordinance and development plans, and provide additional definitions and standards, 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: _____

5-14-2024

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]

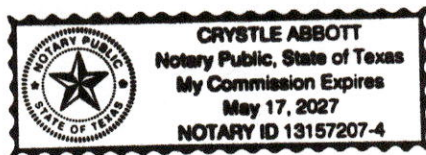
By: _____
Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned authority, on this 14th day of May, 2024, personally appeared Brandon Boyter, 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 Denton I.S.D..

[Seal]



By: Crystle Abbott
Notary Public, State of Texas

My Commission Expires: May 17, 2027

EXHIBIT A

Property Description

BEGINNING for the Southwest corner of the tract being described herein at to a 1/2 Inch Iron rod found with a yellow plastic cap stamped "COLEMAN RPLS 4001" found at the Southwest corner of the said 42.191 acre tract on the East side of Navo Road;

THENCE North 01 Degrees 49 Minutes 10 Seconds East along the East side of Navo Road with the West line of the said 42.191 acre tract passing at a distance of 30.00 feet a 1/2 inch iron rod found at the Westerly Northwest corner thereof and the Southwest corner of the said 66.729 acre tract and continuing with the West line thereof along the same course, In all, a total distance of 1,850.83 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "COLEMAN RPLS 4001" found for the beginning of a flare in the South right-of-way line of U. S. Highway 380 from which a 1/2 Inch iron rod found bears North 03 Degrees 20 Minutes 27 Seconds a distance of 7.6 feet;

THENCE North 46 Degrees 00 Minutes 49 Seconds East along the said flare a distance of 108.15 feet to a brass right-of-way monument found at the Northwest corner thereof In the flare in the South right-of-way line of U. S. Highway 380;

THENCE South 87 Degrees 44 Minutes 07 Seconds East with the said South right-of-way line and the North line of the 66.729 acre tract passing at a distance of 1,699.26 feet the Northeast corner thereof in a hackberry tree and also being the Northwest corner of the 42.191 acre tract from which a 1/2 inch iron rod with a yellow plastic cap stamped "COLEMAN RPLS 4001" found for reference bears South 00 Degrees 06 Minutes 09 West a distance of 111.11 feet and continuing along the same course with the North line of the 42.191 acre tract, in all, a total distance of 2,403.03 feet to a 1/2 inch Iron rod with a yellow plastic cap stamped "COLEMAN RPLS 4001" found at the Northeast corner thereof;

Thence South 01 Degrees 24 Minutes 19 West with the East line of the 42.191 acre tract a distance of 1,891.74 feet to a 1/2 Inch iron rod with a yellow plastic cap stamped "COLEMAN RPLS 4001" found at the base of a fence post at the Southeast corner thereof in a barbed wire fence and also being in the North line of the called 159.024 acre tract described in the deed from Till A. Petrocchi to Denton 380 Associates, L.P. recorded in Volume 5006, Page 1428 of the said Real Property Records;

THENCE North 88 Degrees 35 Minutes 41 Seconds West along the sold barbed wire fence with the North line of the said 159.024 acre tract and the South line of the 42.191 acre tract passing at a distance of 1,031.66 feet 3.8 feet North of a 5/8 inch iron rod found at the Northwest corner of Paloma Creek South, Phase 582 as shown by the plat thereof recorded in Cabinet Y, Page 509 of the Plat Records of Denton County, Texas and also being the Northeast corner of Paloma Creek South, Phase 5A as shown by the plot thereof recorded in Cabinet W, Page 823 of the said Plat Records; and further passing at a distance of 1,485.43, 1.0 feet North of a 5/8 inch Iron rod with a plastic cap stamped "4087" found at the Northwest corner of the said Phase 5A and the Northeast corner of the called 15.803 acre tract described in the deed from Denton 380 Associates, LP to Denton Independent School District recorded in Document Number 2012-117318 of the said Real Property Records; and further passing at a distance of 2,452.2 feet, 4.9 feet South of a 5/8 Inch iron rod with a plastic cap stamped "4087" found at the Northwest corner of the said 15.803 acre tract and continuing along the same course with the South line of the 42.191 acre tract, In all, a total distance of 2,492.09 feet to the PLACE OF BEGINNING and enclosing 108.920 acres of land, more or less.

EXHIBIT B

PD Ordinance

**TOWN OF LITTLE ELM
ORDINANCE NO. 1757**

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING EXISTING PLANNED DEVELOPMENT – COMMUNITY FACILITY, THROUGH ORDINANCE NO. 1583, AMENDING THE SITE PLAN TO ALLOW FOR A MULTI-USE ATHLETIC FACILITY WITH MODIFIED STANDARDS AND ADDITIONAL SITE IMPROVEMENTS FOR BRASWELL HIGH SCHOOL ON APPROXIMATELY 107.767 ACRES, GENERALLY LOCATED AT THE SOUTHEAST CORNER OF US 380 AND NAVO ROAD; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, a request for an amendment to existing Planned Development – Community Facility district through Ordinance No. 1583, amending the site plan to allow for a multi-use athletic facility with modified standards and additional site improvements for Braswell High School, more specifically described in the exhibits, attached hereto; and

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

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

WHEREAS, at its regular meeting held on April 4, 2024 the Planning & Zoning Commission considered and made recommendations on a request to amend the subject Planned Development, (Case No. PD-23-004847); and

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

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

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

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by amending existing Planned Development – Community Facility district through Ordinance No. 1583, in order to amend the site plan to allow for a multi-use athletic facility with modified standards and additional site improvements on 107.767 acres of land, within Little Elm Town limits, more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The permitted uses and standards for the DISD School property shall be in accordance with Planned Development Community Facility District through Ordinance No. 1583 and all applicable provisions of Chapter 106 – Zoning Ordinance in general, with the exception of the following requirements, which are otherwise captured within the development plans, as depicted within **Exhibit B** attached hereto:

- a) The Concept Plan attached hereto and incorporated herein by reference, demonstrates locations of the proposed structures and improvements within the property. Amendments to the Concept Plan must be approved by Council action, except that the Director of Development Services may approve minor revisions which do not significantly alter the basic relationship or intent of the proposed development.

SECTION 4. PLANNED DEVELOPMENT MASTER PLAN. The Concept Plan Exhibit and related plans, images, and documents approved and described as **Exhibit B** attached hereto and made a part hereof are approved in addition to those existing within Planned Development Ordinances No. 1583. The subject property shall be improved in accordance with the plans set forth in **Exhibit B** and subject to the following conditions.

- 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 21st day of May, 2024.

Town of Little Elm, Texas

Curtis Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

EXHIBIT A

Property Description

BEGINNING for the Southwest corner of the tract being described herein at to a 1/2 Inch Iron rod found with a yellow plastic cap stamped "COLEMAN RPLS 4001" found at the Southwest corner of the said 42.191 acre tract on the East side of Navo Road;

THENCE North 01 Degrees 49 Minutes 10 Seconds East along the East side of Navo Road with the West line of the said 42.191 acre tract passing at a distance of 30.00 feet a 1/2 inch iron rod found at the Westerly Northwest corner thereof and the Southwest corner of the said 66.729 acre tract and continuing with the West line thereof along the same course, In all, a total distance of 1,850.83 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "COLEMAN RPLS 4001" found for the beginning of a flare in the South right-of-way line of U. S. Highway 380 from which a 1/2 Inch iron rod found bears North 03 Degrees 20 Minutes 27 Seconds a distance of 7.6 feet;

THENCE North 46 Degrees 00 Minutes 49 Seconds East along the said flare a distance of 108.15 feet to a brass right-of-way monument found at the Northwest corner thereof In the flare in the South right-of-way line of U. S. Highway 380;

THENCE South 87 Degrees 44 Minutes 07 Seconds East with the said South right-of-way line and the North line of the 66.729 acre tract passing at a distance of 1,699.26 feet the Northeast corner thereof in a hackberry tree and also being the Northwest corner of the 42.191 acre tract from which a 1/2 inch iron rod with a yellow plastic cap stamped "COLEMAN RPLS 4001" found for reference bears South 00 Degrees 06 Minutes 09 West a distance of 1,699.26 feet and continuing along the same course with the North line of the 42.191 acre tract, in all, a total distance of 2,403.03 feet to a 1/2 inch Iron rod with a yellow plastic cap stamped "COLEMAN RPLS 4001" found at the Northeast corner thereof;

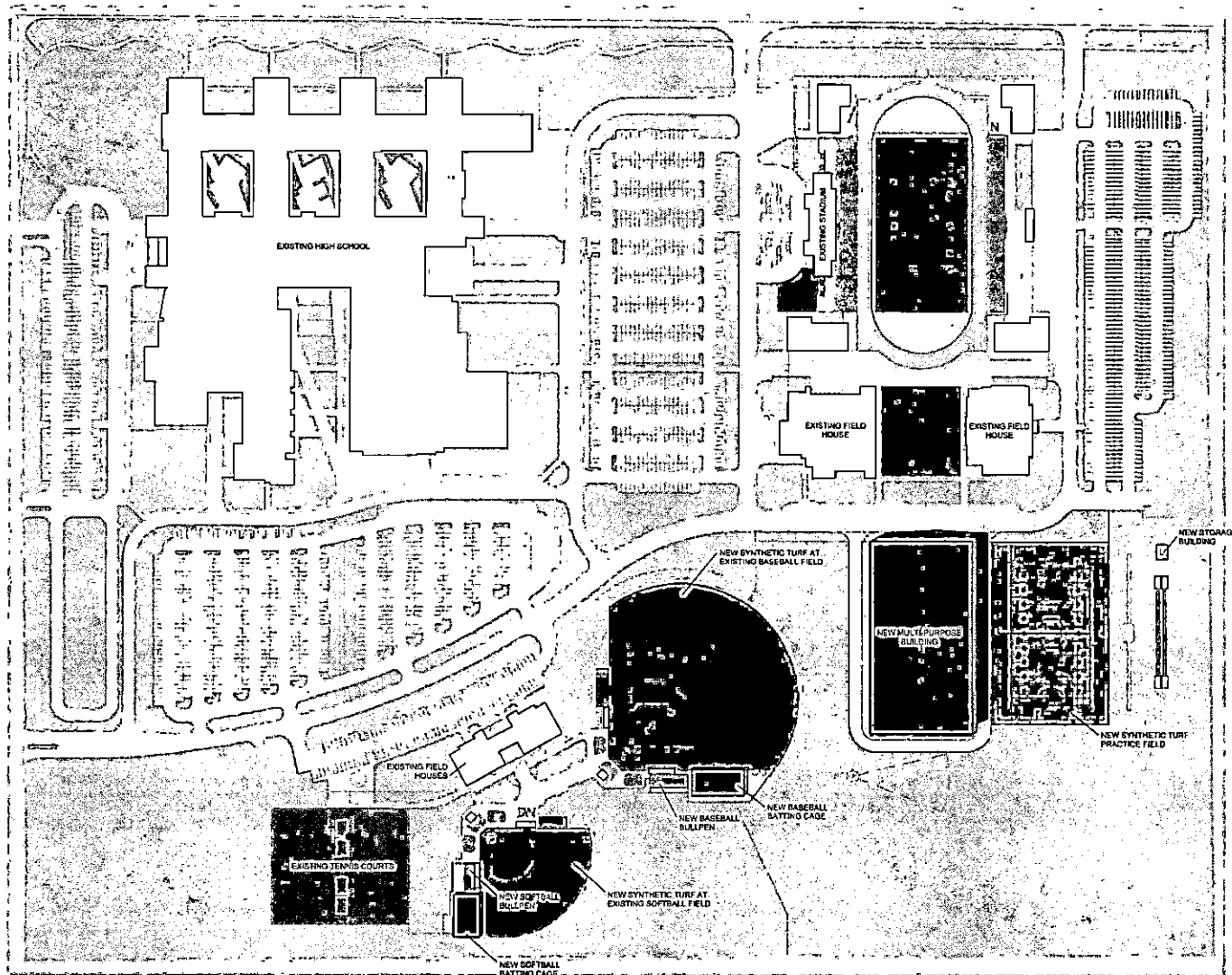
Thence South 01 Degrees 24 Minutes 19 West with the East line of the 42.191 acre tract a distance of 1,891.74 feet to a 1/2 Inch iron rod with a yellow plastic cap stamped "COLEMAN RPLS 4001" found at the base of a fence post at the Southeast corner thereof in a barbed wire fence and also being in the North line of the called 159.024 acre tract described in the deed from Till A. Petrocchi to Denton 380 Associates, L.P. recorded in Volume 5006, Page 1428 of the said Real Property Records;

THENCE North 88 Degrees 35 Minutes 41 Seconds West along the said barbed wire fence with the North line of the said 159.024 acre tract and the South line of the 42.191 acre tract passing at a distance of 1,031.66 feet 3.8 feet North of a 5/8 inch iron rod found at the Northwest corner of Paloma Creek South, Phase 582 as shown by the plat thereof recorded in Cabinet Y, Page 509 of the Plat Records of Denton County, Texas and also being the Northeast corner of Paloma Creek South, Phase 5A as shown by the plot thereof recorded in Cabinet W, Page 823 of the said Plat Records; and further passing at a distance of 1,485.43, 1.0 feet North of a 5/8 inch Iron rod with a plastic cap stamped "4087" found at the Northwest corner of the said Phase 5A and the Northeast corner of the called 15.803 acre tract described in the deed from Denton 380 Associates, LP to Denton Independent School District recorded in Document Number 2012-117318 of the said Real Property Records; and further passing at a distance of 2,452.2 feet, 4.9 feet South of a 5/8 inch iron rod with a plastic cap stamped "4087" found at the Northwest corner of the said 15.803 acre tract and continuing along the same course with the South line of the 42.191 acre tract, In all, a total distance of 2,492.09 feet to the PLACE OF BEGINNING and enclosing 108.920 acres of land, more or less.

Exhibit B
Development Plans, Images, and Documents

BRASWELL HIGH SCHOOL ATHLETIC ADDITIONS

OVERALL SITE PLAN



EXTERIOR ELEVATION NOTES

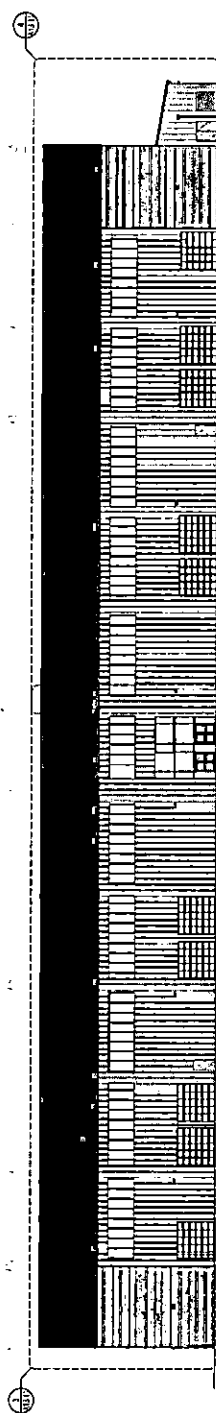
- 1997, p. 336) is the typical example of a balancing system in the public sector. In the applicable statute, which is passed in parliament, the government is required to "control and direct" the process in the "Approved" and "Disapproved" categories. The government is also required to "prepare and present plans to accomplish" the "Approved" and "Disapproved" categories. The government is also required to "prepare and present plans to accomplish" the "Approved" and "Disapproved" categories. The government is also required to "prepare and present plans to accomplish" the "Approved" and "Disapproved" categories.

EXTERIOR ELEVATION
LEGEND

- US COMSPOUT
CU CONTROL JOMT, REF A1511

ADDITIONAL NOTES:

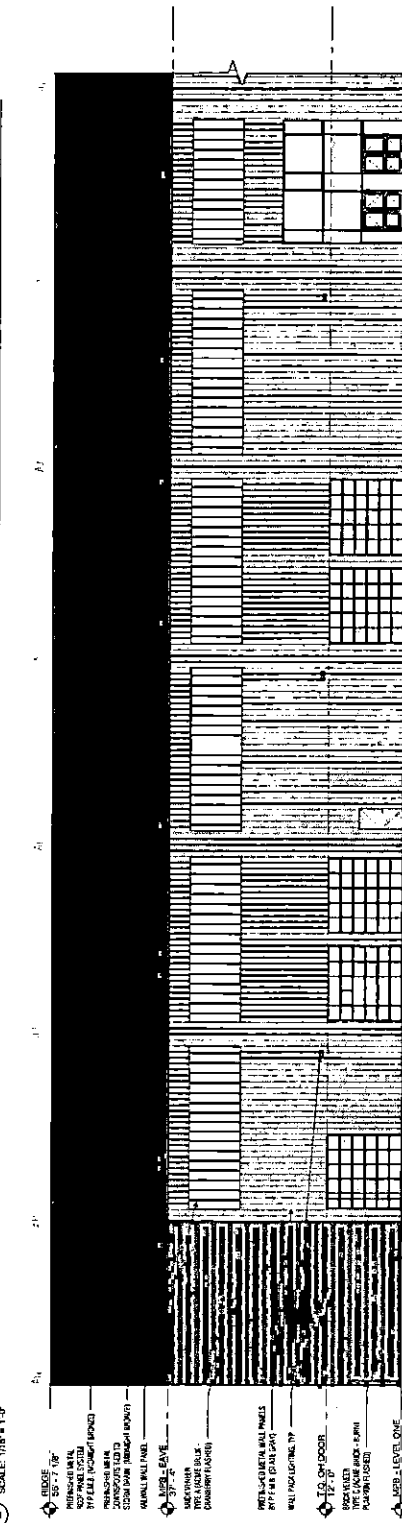
- When permitted, exposed utility boxes and conduits shall be painted to match the building.



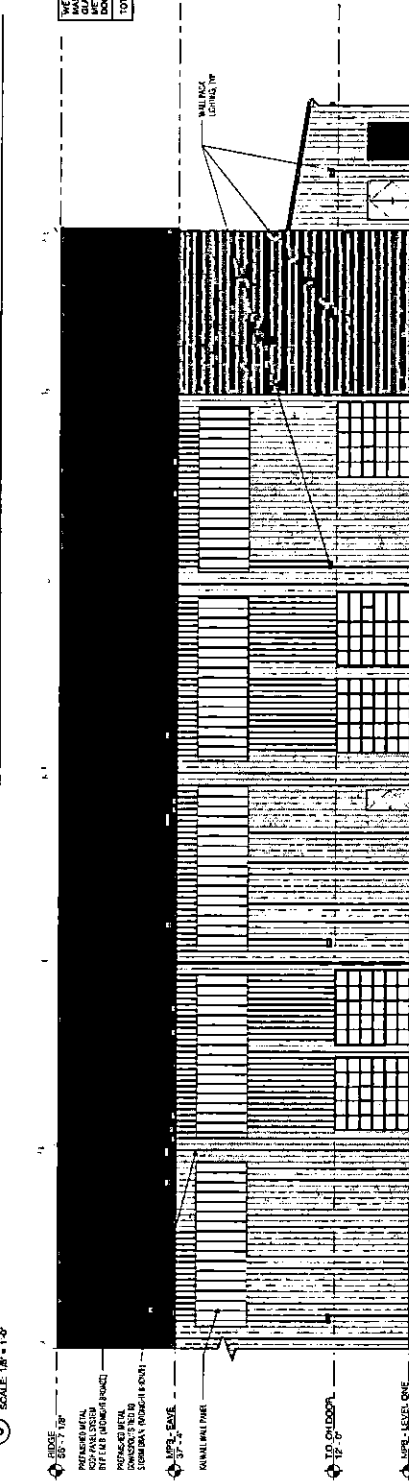
EXTERIOR ELEVATION - MPB - WEST



⑨ EXTERIOR ELEVATION - MPB - EAST



EXTERIOR ELEVATION - MPB - NORTHWEST



EXTERIOR ELEVATION' - MPB - SOUTHWEST

WETBELLEVILLE™		EXCLUDING GLAZING:	
MASONRY	891.17 SF (9.2%)	MASONRY	851.7 SF (9.3%)
GLAZING	4382.31 SF (42.7%)	GLAZING	953.09 SF (93.0%)
METAL	95.70 SF (0.9%)	METAL	66.57 SF (0.6%)
DOORS	36.52 SF (0.4%)	DOORS	
TOTAL	14660.05 SF (1.10%)	TOTAL	17652.29 SF (100%)

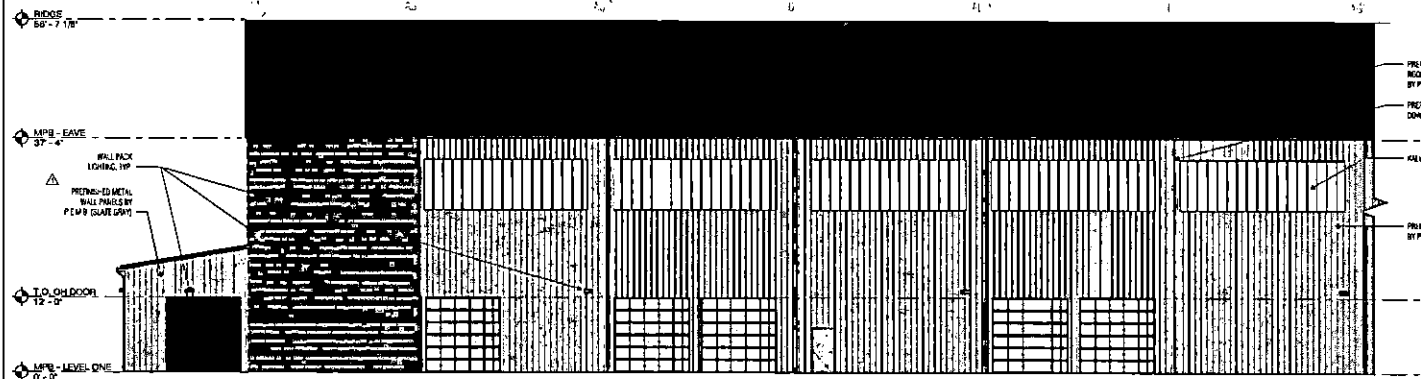
ISSUED: 10/7/2023

Director	VSA	Drawn By	VUK
Designer	BRTH	Quantity Control	VUK
Proj. Auth.	CSM		

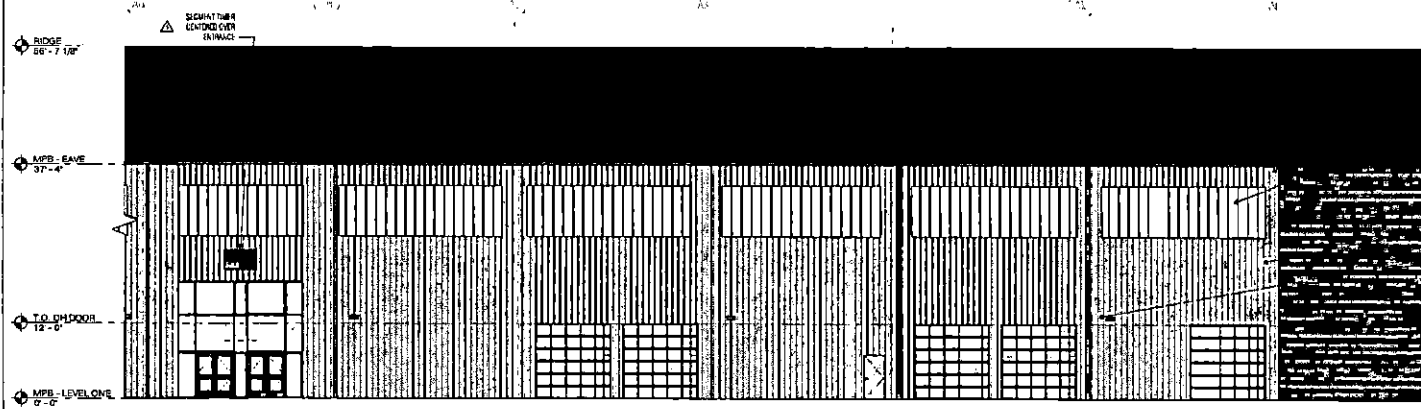
23-047.00

EXTERIOR EVALUATING

DISCOUNT



1 EXTERIOR ELEVATION - MPB - SOUTHEAST
SCALE: 1/8" = 1'-0"



2 EXTERIOR ELEVATION - MPB - NORTHEAST
SCALE: 1/8" = 1'-0"

- ### EXTERIOR ELEVATION NOTES
- 1 Refer to Sheet A13.11 for Typical Control Joint and Raining Lip on Joint Details.
 - 2 Based on the applicable design criteria, submit the proposed pattern of control joints in masonry veneer, CMU and Insulation panels to the Architect for review and approval prior to construction.
 - 3 Verify mounting heights of all Eave and Mechanical items on the exterior of the building prior to construction, whether specifically indicated on the Order of Conditions or not.
 - 4 Install Gable Sides in accordance with the recommended one of the Gable Sides options, unless specifically noted or indicated otherwise.
 - 5 Refer to Sheet A13.11 for Gable Sides Details. Refer to Structural Drawings for Submittal and Detailing Requirements.
 - 6 Turnaround received and physical inspection was completed at 4" from the exterior to the exterior, door frames, sliding doors, etc., unless noted otherwise.
 - 7 Provide solid bracing for walls or columns at exterior corners (see not in view). Refer to Detail A13.11.

- ### EXTERIOR ELEVATION LEGEND
- 06 DOWNLIGHT
07 DOWNLIGHT, REF. A13.11
08 ALUMINUM CLUTTER WALL, REF. SHEET A13.13
- ### ADDITIONAL NOTES:
- All mechanical units shall be indicated from plan view.
 - When permitted, proposed utility lines and conduits shall be indicated to match the building.
 - Roof access shall be provided internally, unless otherwise permitted by the Chief Building Official.

EAST ELEVATION:		EXCLUDING GLAZING:	
MASONRY	881.7 SF (9.7%)	MASONRY	881.7 SF (9.7%)
GLAZING	4922.78 SF (57.7%)	METAL	1428.41 SF (16.5%)
METAL	8432.41 SF (94.5%)	DOORS	153.10 SF (1.8%)
DOORS	183.15 SF (2.1%)		
TOTAL	14660.05 SF (100%)	TOTAL	10647.28 SF (100%)

VLK ARCHITECT

1111 MARKET STREET, SUITE 100
DENVER, CO 80202
TEL: 303.733.1111
WWW.VLKARCHITECT.COM

BRASWELL HS ATHLETIC ADDITIONS

ISSUED: 10/24/2023

REVISIONS

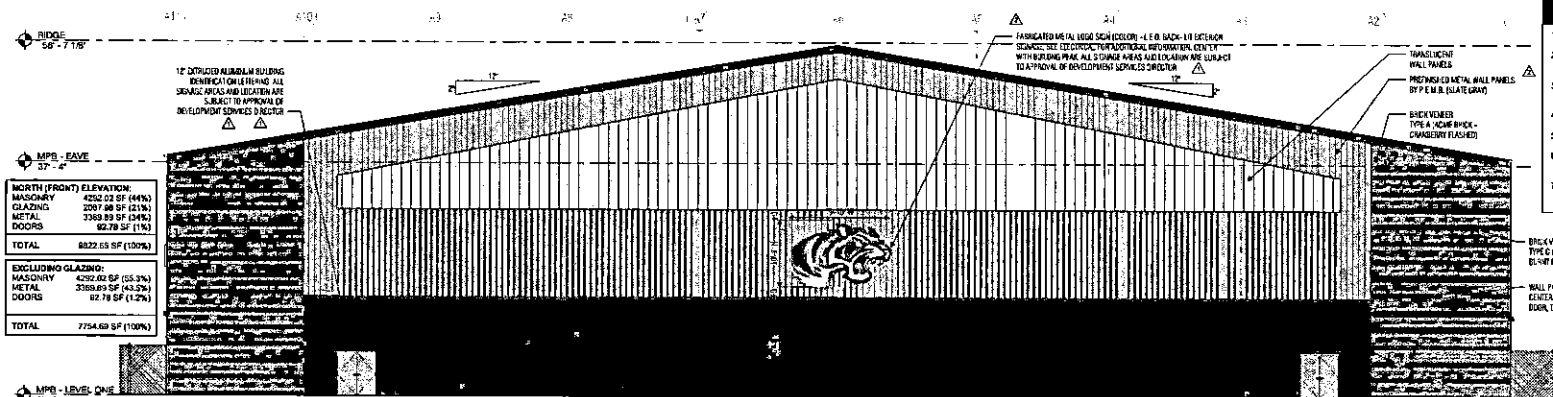
Rev	Description	By	Date
1	1. Change	10/24/2023	

Director: JSA
Designer: RTH
Proj. Arch: CRM

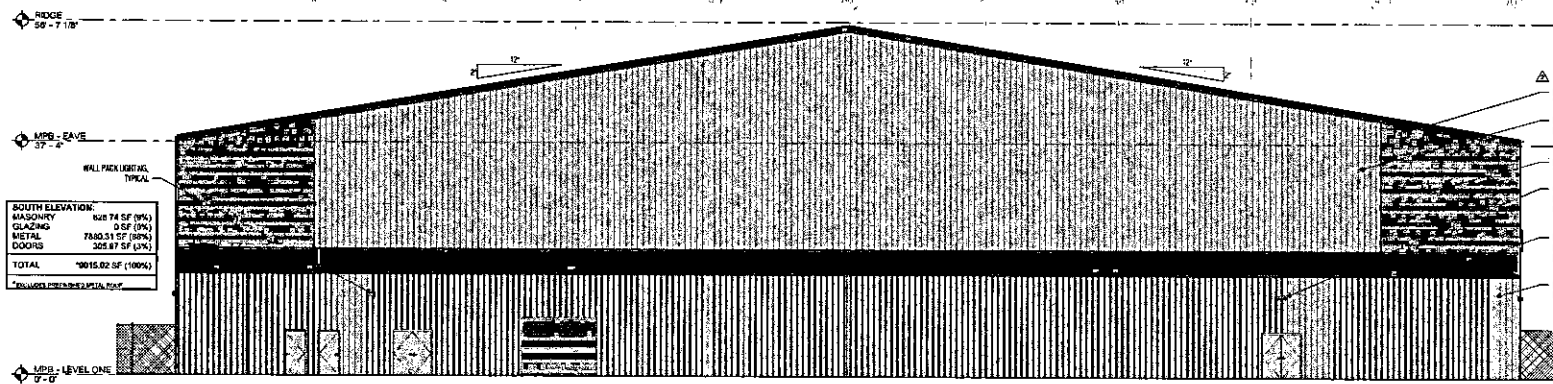
Drawn By: VLK
Quality Control: VLK

PROJECT NO.: 23-047.00
SHEET TITLE: EXTERIOR ELEVATIONS
SCALE: 1/8" = 1'-0"

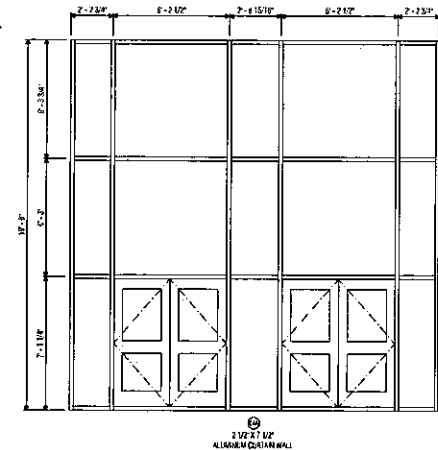
A13.12



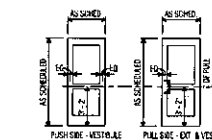
1 EXTERIOR ELEVATION - MPB - NORTH (FRONT)
SCALE: 1/8" = 1'-0"



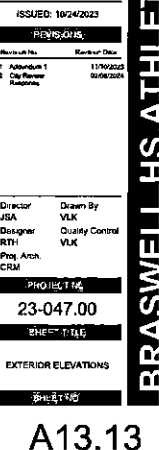
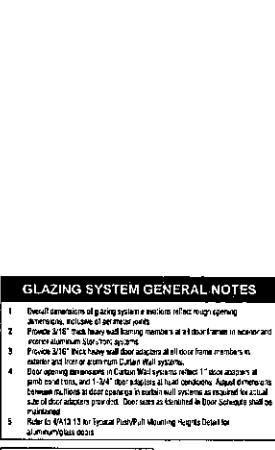
2 EXTERIOR ELEVATION - MPB - SOUTH
SCALE: 1/8" = 1'-0"



3 CURTAINWALL ELEVATION - MPB
SCALE: 3/8" = 1'-0"



4 PUSH/PULL HEIGHTS
SCALE: 1/4" = 1'-0"



A13.13



ISSUED: 10/24/2023

REVISIONS

Revision No.	Revision Date
1	City Review
	Redlines

06/28/2024

Director	Drawn By
USA	VLK
Designer	Quality Control
RTH	VLK
Proj. Arch	
CRM	

PROJECT NO.

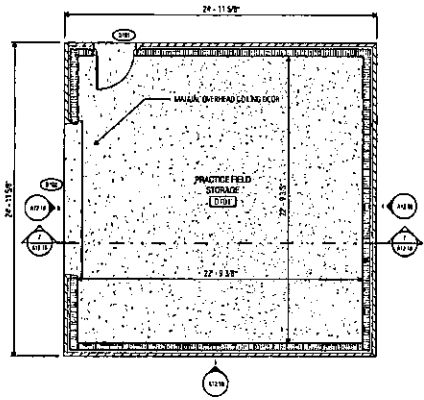
23-047.00

SHEET FILE

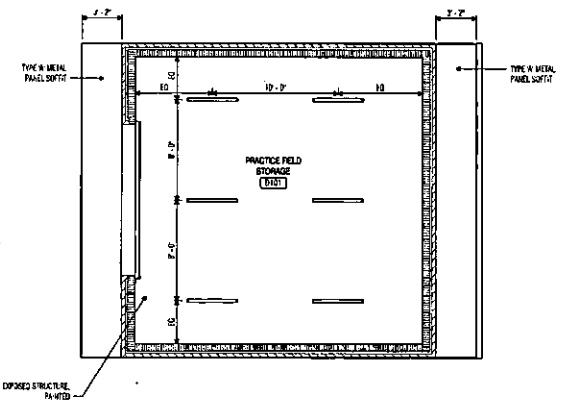
PRACTICE FIELD STORAGE BUILDING

3/16/24

A12.18



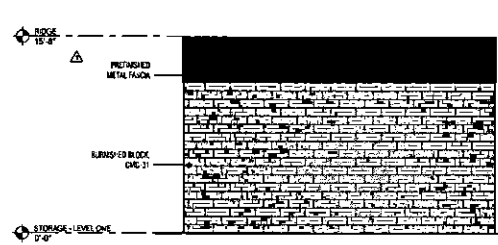
1 FLOOR PLAN - PRACTICE FIELD STORAGE
SCALE: 1/4" = 1'-0"



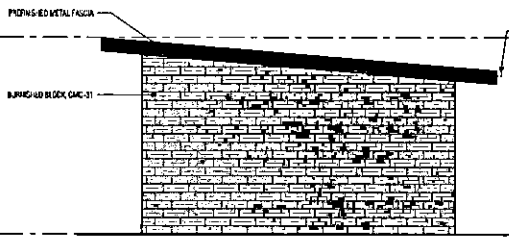
2 RCP - PRACTICE FIELD STORAGE
SCALE: 1/4" = 1'-0"



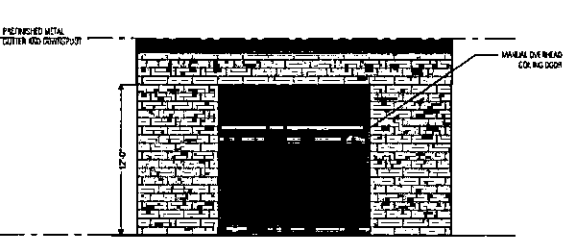
3 ROOF PLAN - PRACTICE FIELD STORAGE BUILDING
SCALE: 1/4" = 1'-0"



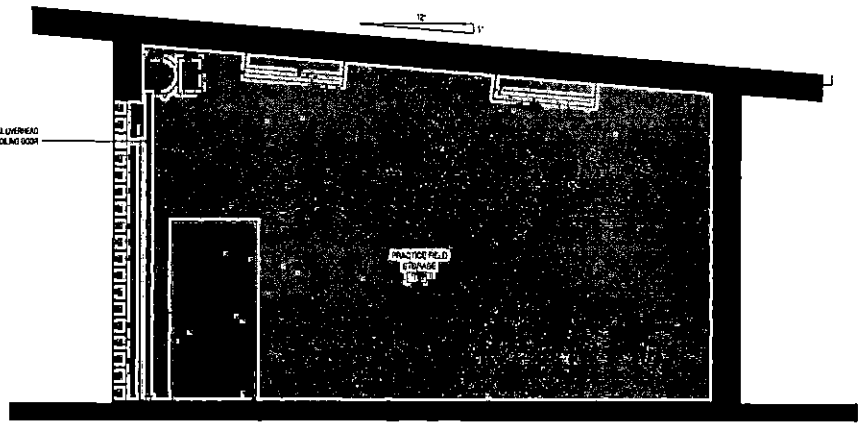
4 EAST ELEVATION - PRACTICE FIELD STORAGE
SCALE: 1/4" = 1'-0"



5 SOUTH ELEVATION - PRACTICE FIELD STORAGE
SCALE: 1/4" = 1'-0"



6 WEST ELEVATION - PRACTICE FIELD STORAGE
SCALE: 1/4" = 1'-0"



7 SECTION - PRACTICE FIELD STORAGE
SCALE: 1/2" = 1'-0"

