

STATE OF TEXAS           §  
   §  
COUNTY OF DENTON   §

**DEVELOPMENT AGREEMENT  
FOR FRISCO PARK ANNEX PPD  
AMENDMENT**

This Development Agreement for the Frisco Park Annex Planned Development Amendment (“**Agreement**”) is entered into between Solana Annex Flats, LLC (“**Developer**”), whose address for purposes of this Agreement is 14114 Dallas Parkway, Suite 600, Dallas TX 75254 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 4.9 acres located on the north side of Main Street at East Park Drive, 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 Frisco Park Annex PD Ordinance No. 1762, which incorporate by reference the general zoning regulations of the Town’s zoning ordinance, are hereby adopted and incorporated into this Agreement as contractually-binding obligations of the Developer.
- B.** All development plans, associated renderings, exhibits and documents attached to this agreement.
- C.** Formation of Home Owners Association.

- a. Dedicated open space, required landscape, private streets and parkway areas, any retaining walls or screening walls/mechanisms, signage, common areas, amenities, or other ancillary items will be owned and maintained by the HOA.
  - b. Final Covenants, Conditions, and Restrictions (CC&Rs) required to be approved by the Director and recorded prior to the Town being able to sign off on the plat document.
  - c. No more than 25% of the townhome units may be owned by a single owner/entity and/or utilized for purposes other than the owner's place of residence.
- D.** Interior samples and finishes, showing appliances, counter tops, and specific style and brand, lighting and plumbing fixtures and hardware, to be captured as the minimum standard for desired quality and aesthetic

#### **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 120<sup>th</sup> day after the date the Town notifies Developer of the violation.

**V. No Israel Boycott Provision.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this contract on behalf of Developer verifies by Developer's signature on this Agreement that the company does not boycott Israel and will not boycott Israel during the term of this contract

**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, 87<sup>th</sup> 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, 87<sup>th</sup> 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, 87<sup>th</sup> 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

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: \_\_\_\_\_

**EXHIBIT A**  
Property Description

EXHIBIT A

Property Description – Overall Subject Area





## EXHIBIT A

### Property Description – Phase 1 Property

Being Lots 14, 15, 16, 17, 18, 19, 20, 21, 22, and 28, of FRISCO PARK ANNEX, an addition to the Town of Little Elm, according to the Plat thereof recorded in Volume 2, Page 160, Plat Records, Denton County, Texas.



**EXHIBIT B**  
PD Ordinance

**TOWN OF LITTLE ELM  
ORDINANCE NO. 1762**

**AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING FROM PLANNED DEVELOPMENT - LAKEFRONT DISTRICT (PD-LF), THROUGH ORDINANCE NO. 1752, IN ORDER TO ESTABLISH MODIFIED DEVELOPMENT STANDARDS FOR A PORTION OF THE CONCEPT PLAN AREA AND APPROVE DEVELOPMENT PLANS FOR A 25-TOWN HOME DEVELOPMENT ON 4.9 ACRES OF LAND GENERALLY LOCATED ON THE NORTH SIDE OF MAIN STREET AT EAST PARK DRIVE; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, a request to establish modified development standards and approve development plans on approximately 4.9 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 May 16, 2024 the Planning & Zoning



Commission considered and made recommendations on a request to amend existing Planned Development-Lakefront (PD-LF), Case No. PD-23-004665; 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 Planned Development-Lakefront (PD-LF), through Ordinance No. 1752, establishing modified development standards for a portion of the concept plan area and approving development plans for a 25-town home development, generally located on the north side of Main Street at East Park Drive, within Little Elm Town limits, approximately 4.9 acres of land more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

**SECTION 3. CONDITIONS AND REGULATIONS.** The permitted uses and standards shall be in accordance with PD-LF District through Ordinance No. 1752, unless otherwise specified herein:

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

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

- a) If, after two years from the date of approval of the Planned Development Master

Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two year expiration shall be granted if a development application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.

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

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

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

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

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

to this end the provisions of this ordinance shall remain in full force and effect.

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

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

**PASSED AND APPROVED** by the Town Council of the Town of Little Elm, Texas on the 18<sup>th</sup> day of June, 2024.

Town of Little Elm, Texas

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Curtis Cornelious, Mayor

ATTEST:

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Caitlan Biggs, Town Secretary

## Property Description – Overall Subject Area





## EXHIBIT A

### Property Description – Phase 1 Property

Being Lots 14, 15, 16, 17, 18, 19, 20, 21, 22, and 28, of FRISCO PARK ANNEX, an addition to the Town of Little Elm, according to the Plat thereof recorded in Volume 2, Page 160, Plat Records, Denton County, Texas.



**Exhibit B**  
PD Standards

## **FRISCO PARK ANNEX SUBDIVISION - TOWNHOMES PLANNED DEVELOPMENT DISTRICT**

This zoning submittal is an amendment to the existing Planned Development - Lakefront District ("PD-LF") through Ordinance No. 1752, which encompasses approximately 4.9 acres of land within the Town of Little Elm. This amendment establishes additional criteria for the overall area, and establishes modified development standards specific to a 1.61-acre Phase 1 of redevelopment, more fully described and attached as Exhibit A (the "Property"). Phase 1 consists of a new owner-occupied townhome development, establishing six buildings and a total of 25, three-bedroom, townhome units. This development shall align with the goals of previously envisioned PD-LF district for cohesive, high-quality redevelopment that enhances the natural characteristics of the property, and provides the highest and best use based on its location within the Lakefront District. This amendment to the existing PD-LF will provide the zoning regulations as depicted in Exhibit B, specific to the 1.61-acre Property. The final layout must generally conform with Exhibit C, and the concept plan as previously approved through ordinance No. 1752.

It is the intent of this PD-LF to primarily follow the Lakefront District (LF) zoning regulations as the base district, with modified development standards as outlined within Exhibit B, therefore amending the existing Town of Little Elm, Texas zoning map. Any conflict between this PD-LF and the Zoning Ordinance shall be resolved in favor of the regulations set forth in the PD-LF, or as may be ascertained through the intent of this PD-LF. 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-LF shall not be subject to amendment after the date of the adoption of this PD-LF (the "Effective Date") (whether through the amendment of the Zoning Ordinance or otherwise), except through an amendment of this PD-LF. Uses and development regulations which otherwise are not specifically modified, designated, or included in this PD-LF shall be controlled by the "Zoning Ordinance", as it may be amended unless context provides to the contrary.

### **CONCEPT PLAN REQUIRED**

The Concept Plan attached hereto as Exhibit C, and incorporated herein by reference, regulates the general layout of townhome development, required amenities, and private street layout. An amendment to a concept plan approved as a part of an ordinance establishing a planned development district is a change in zoning district classification and must follow the same procedures set forth in Section 106.04.03, except the Director may approve minor revisions which do not alter the basic relationship of the proposed development, and align with the visions, goals, and intent of the Lakefront District and Ordinance No. 1752.

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

## EXHIBIT B

### Development Standards

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

**Generally.** The 4.9 acres of land shall be generally improved in accordance with the Regulating Concept Plan and Design Vision documents forth in Exhibit B of Ordinance 1752, providing conceptual framework and architectural design options for townhome development. Development standards shall be in accordance with the Lakefront District (LF) and the Zoning Ordinance in general.

**Amenities.** Open Space and Amenity Center shall be provided generally as shown in the Regulating Concept Plan.

Open Space shall be amenitized per approval of the Director; including, but not limited to, landscaping, trail, covered seating, and either sculpture, water feature, or barbeque grills. Open Space could alternatively be a private dog park with landscaping and amenities appropriate for such use. Open Space landscaping shall follow the typical Townhome District requirement of a minimum of three large canopy trees and six small ornamental trees for every 1,600 square feet of open space area.

Amenity Center shall be constructed to match the materials and design of the townhomes, per the intent of the adopted design guide, and shall provide meeting space/event club house and an outdoor pool with landscaping, per approval of the Director. Additional or alternative amenity options are subject to approval of the Director, and must be supported by the HOA.

Open Space and Amenity Center, whichever is most relevant based on location of development at that time, shall be provided in concurrence to the issuance of a building permit for building containing the units that add up to 45 of the total 66 possible townhome units. The second amenity shall be provided prior to the issuance of a building permit for the building containing the last of the 66 units.



## GENERAL CONDITIONS FOR PHASE 1 “PROPERTY”

### 1. Use Regulations

- a. 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 herein as depicted on the concept site plan attached as Exhibit C.
  - i. Maximum of 25 owner-occupied townhomes

### 2. Area and Height Regulations

- a. Lot regulations shall be in accordance with the Zoning and Subdivision Ordinance, unless otherwise specified in the Regulating Concept Plan and herein.
  - i. Phase 1 will remain as one lot with a maximum of 25 dwellings units platted through a condo plat to provide for individual townhome ownership, and establish an HOA for the maintenance of private streets and common areas.
  - ii. The minimum setbacks are established as follow:

Front yard building setback from Main Street:	10 feet
Rear yard building setback from Army Corps of Engineers land:	10 feet
Side yard building setback on the east and west:	5 feet
Building separation:	20 feet
- b. Maximum Height is 45 feet, with only the buildings facing the existing Army Corps of Engineers land with possible additional 2 feet at the peak of the middle townhome unit.

### 3. Front Door Entry

- a. The front door entry shall be located a minimum of 6 inches above the sidewalk elevation and include a minimum 50 square foot stoop.
- b. If pre-empted by topographic conditions, the entry may be lowered in elevation, subject to approval of the Director.
- c. There shall be a landscaped area separating the private area from the public/private sidewalk area.
- d. Up to 50 percent of units may be ADA accessible from the sidewalk.

#### 4. Architectural Standards

- a. Architectural standards shall be in accordance with the Zoning Ordinance, Section 106.04.02 - Lakefront District and Section 106.06.04 Architectural Standards for Townhomes, unless otherwise specified in the Façade Plans, referenced in Exhibit C, and provided herein.
  - i. Buildings must be developed per approved Facades Plans.
  - ii. Townhomes shall be finished with a minimum of 60% Category A (masonry) materials on the first floor and 50% on all other floors. The remaining percentage on each floor should be Category B materials, with Category C materials allowed as accents not to exceed 10%.
  - iii. Garage doors and front entry doors visible from the right-of-way, or a private street, shall consist of stained cedar, redwood, spruce, fir or other hardwood, or other products, including products that are not wood but have a wood appearance and approved by the Director.
  - iv. Mailboxes must be grouped. Exterior of the structure shall be masonry to match the primary buildings, the roof made of metal materials, located on a common lot and maintained by the HOA.
  - v. Outside of designated trash pickup times, trash receptacles shall be stored inside, out of view from any private or public street.

#### 5. Landscaping Standards

- a. All provisions within Article VI. Division 2. Landscaping and Tree Preservation shall be met, as it exists or may be amended in accordance with the standards in effect at the time of development, or requested change, unless otherwise shown on the Landscape Plans attached hereto as Exhibit C.
  - i. Front Yard Landscape Zones  
Zone 1. The intent of this zone is met through provision of sidewalks and street trees.  
Zone 2. A minimum five-foot-wide clear sidewalk.  
Zone 3. A minimum five-foot landscape area adjacent to the building.
  - ii. Rear Entries shall be provided with adequate landscaping and maintain a clear path to the door.
  - iii. Tree mitigation shall be met by the provision of trees over the required amount, provision of 6-inch caliper trees, and enhanced shrub heights, as shown within Exhibit C.

Total number of trees and shrubs, as shown in Exhibit C, must be planted on-site; if any conflict arises due to circumstances outside of the developer's control, trees may be relocated within proximity of original location, but must be planted within the boundaries of the subject 4.9 acre area.

**6. Parking and Accessibility**

- a. All provisions within Section 106.03.01(j) - Townhome District and Section 106.04.02 - Lakefront District in general shall be met except as specified below:
  - i. Minimum garage and driveway space size established as shown in the Site Plan referenced in Exhibit C.
  - ii. Garage driveway spaces can be counted toward the minimum number of other parking spaces required per unit, in addition to the two-car garage.
  - iii. On-street parking is prohibited.

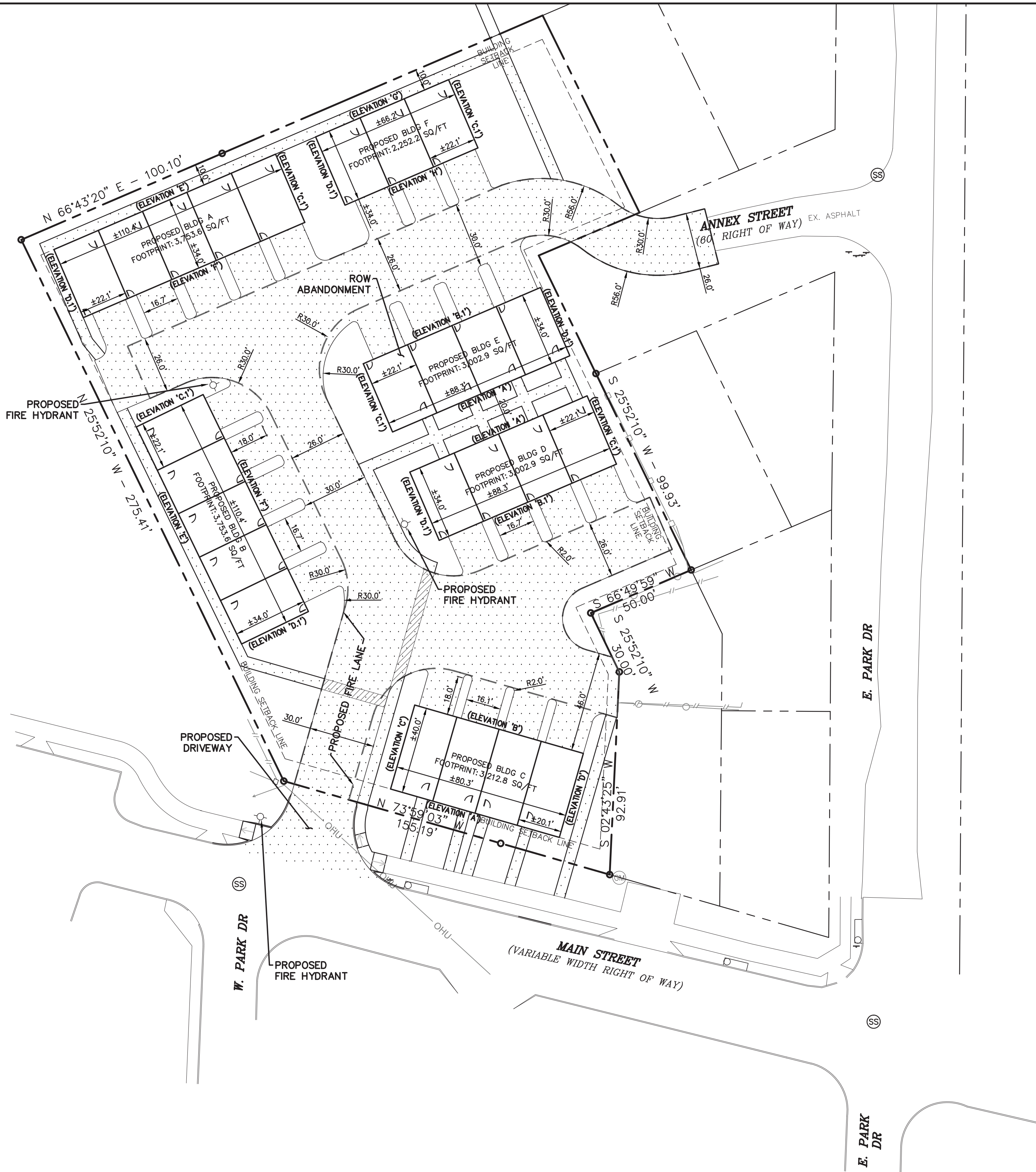
**7. Screening**

- a. All provisions within Article VI. Division 3 Screening Walls and Fences shall be met.
- b. Any ground-, roof-, or wall-mounted mechanical/electrical equipment or utilities must be located away from Main Street and fully screened at the time of installation.
- c. Screening shrubs and additional decorative fence or panels must be used for ground-mounted equipment visible from Main Street, as approved by the Director.
- d. If any ground-mounted equipment is required within the landscape islands at the rear garage entries, a decorative cover must be provided, as approved by the Director.
- e. No perimeter fencing allowed.

**8. Homeowners Association**

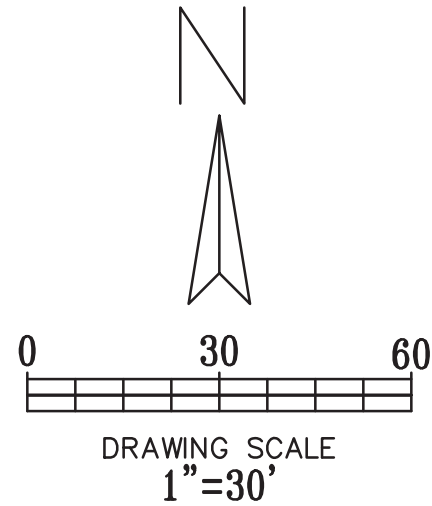
- a. A Homeowners' Association (HOA) will be established for the development.
- b. Dedicated open space, required landscape, private streets and parkway areas, any retaining walls or screening walls/mechanisms, signage, common areas, amenities, or other ancillary items will be owned and maintained by the HOA.
- c. Final Covenants, Conditions, and Restrictions (CC&Rs) required to be approved by the Director and recorded prior to the Town being able to sign off on the plat document.

**Exhibit C**  
Development Plans



LEGEND

- EXISTING CURB
- PROPOSED CURB
- PROPOSED PAVEMENT



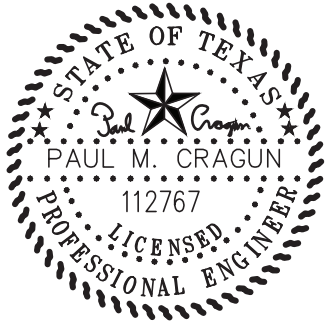
SITE PLAN SUMMARY CHART		
SITE DATA SUMMARY	EXISTING	PROPOSED
EXISTING ZONING	PLANNED DEVELOPMENT TOWN HOMES	PLANNED DEVELOPMENT TOWN HOMES
FRONT SETBACK	6'	6'
SIDE SETBACK	5'	5'
REAR SETBACK	20'	10'
LAND USE DESIGNATION	TOWNHOMES	TOWNHOMES
GROSS ACREAGE	1.61 ACRES	1.61 ACRES
NET ACREAGE	1.61 ACRES	1.61 ACRES
NUMBER OF PROPOSED LOTS	1	1
PERCENTAGE OF SITE COVERAGE	25%	75%
AREA OF OPEN SPACE	52,636 SQFT	17,440 SQFT
PERCENTAGE OF OPEN SPACE	75%	25%
PERCENTAGE OF LANDSCAPE	0%	10%
AREA OF IMPERVIOUS COVERAGE	17,632 SQFT	52,827 SQFT
PERCENTAGE OF IMPERVIOUS COVERAGE	25%	75%
PROPOSED BUILDING AREA (SQUARE FOOTAGE FOOTPRINT)	9,427 SQFT	18,978 SQFT
NUMBER OF SINGLE-STORY BUILDINGS	8	0
NUMBER OF TWO-STORY BUILDINGS	0	0
MAXIMUM BUILDING HEIGHT	45	45
PROPOSED FLOOR AREA	—	56,934 SQFT
PROPOSED FLOOR AREA BY USE	—	56,934 SQFT
REQUIRED PARKING	—	25
PROPOSED PARKING	—	25
STANDARD (DRIVE/GARAGE PARKING)	—	25
HANDICAP	—	0
TOTAL	—	25
INVENTORY PARKING	—	0
ELECTRIC VEHICLE CHARGING INFRASTRUCTURE	0	0
BICYCLE RACKS	0	0
REQUIRED LOADING SPACES	—	0

SITE NOTES:

- ALL SIDEWALKS SHALL MAINTAIN A 2% MAXIMUM CROSS SLOPE AND A 5% MAXIMUM SLOPE IN THE DIRECTION OF PEDESTRIAN TRAVEL. ALL ADA SIDEWALKS SHALL INCLUDE ALL LANDINGS, MARKINGS, ETC AS REQUIRED BY CODE.
- PREMISE IDENTIFICATION SHALL BE PER THE FIRE DEPARTMENT REQUIREMENTS
- ALL DIMENSIONS ARE FROM FACE OF CURB TO EDGE OF CONCRETE OR FACE OF BUILDING UNLESS OTHERWISE NOTED.
- SITE SIGNAGE SHALL BE BY SEPARATE PERMIT.
- ALL FIRE LANES SHALL BE CONCRETE A MINIMUM OF 6" THICK WITH #3 REBAR, 18" ON CENTER. IT SHALL HAVE 6" LIME STABILIZATION OR 2" OF CONCRETE IN LIEU OF LIME WITH TOWN APPROVAL.

CAUTION  
UNDERGROUND UTILITIES

EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION SUPPLIED BY VARIOUS PARTIES. THE ENGINEER DOES NOT ASSUME THE RESPONSIBILITY FOR THE UTILITY LOCATIONS SHOWN. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR(S) TO VERIFY THE HORIZONTALLY AND VERTICALLY LOCATION OF ALL UTILITIES AND UNDERGROUND FACILITIES PRIOR TO CONSTRUCTION, TO TAKE PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED AND NOTIFY THE ENGINEER OF ALL CONFLICTS OF THE WORK WITH EXISTING FACILITIES. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL UTILITIES FROM DAMAGE DURING CONSTRUCTION. ANY DAMAGE BY THE CONTRACTOR TO UTILITIES SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT THEIR OWN EXPENSE.  
CONTACT TOWN OF LITTLE ELM & 811 FOR UTILITY LOCATES AT LEAST 72 HOURS PRIOR TO CONSTRUCTION.

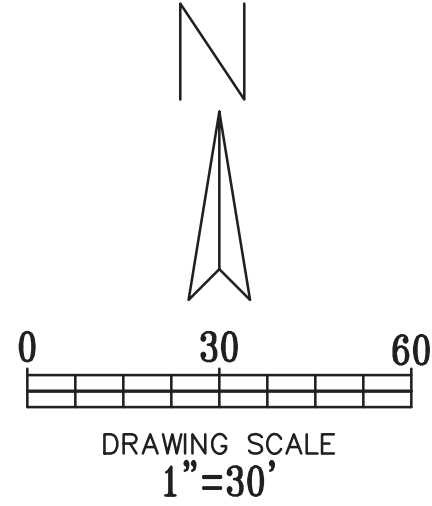
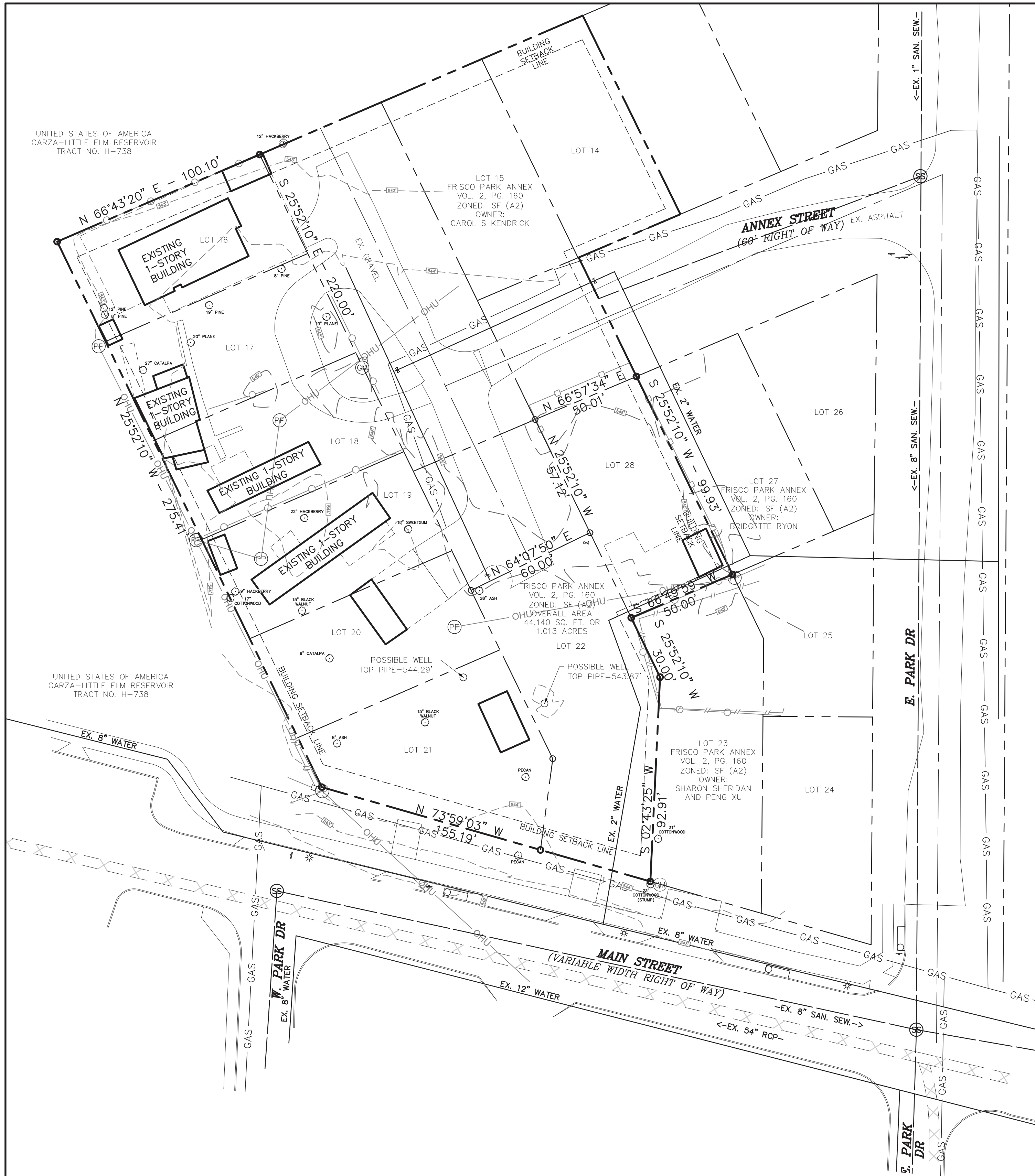


04/24/24

FOR REVIEW, NOT FOR CONSTRUCTION.

REVISIONS			
REV NO.	DATE	DESCRIPTION	BY
ENGINEER: Cumulus Design Firm #14810 2080 N. Highway 360, Suite 240 Grand Prairie, Texas 75050 Tel. 214.235.0367			
ZONING SITE PLAN			
LAKEVIEW AT ANNEX			
PARK LANE & ANNEX AVENUE, 1.31 ACRES			
FRISCO PARK ANNEX, LOTS 16-22 AND 28			
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS			
TOWN CASE NUMBER	DATE	SHEET	
—	04/24/24	SP	





- LEGEND**
- EXISTING CURB
  - 671 — EXISTING CONTOUR
  - — — EXISTING STORM
  - - - - - PROPERTY LINE

TOPOGRAPHIC DATA AND PROPERTY BOUNDARY SHOWN ON THIS PLAN WAS PROVIDED BY THE DEVELOPER THROUGH A TOPOGRAPHIC SURVEY CONDUCTED BY PEISER & MANKIN SURVEYING, LLC ON 8/18/2022.

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**CONTACT TOWN OF LITTLE ELM & 811 FOR UTILITY LOCATES AT LEAST 72 HOURS PRIOR TO CONSTRUCTION.**

THIS DOCUMENT IS  
FOR SITE  
INFORMATION ONLY.  
IT IS RELEASED  
UNDER THE  
AUTHORITY OF PAUL  
CRAGUN, P.E.  
NO. 112767 ON  
04/24/24.

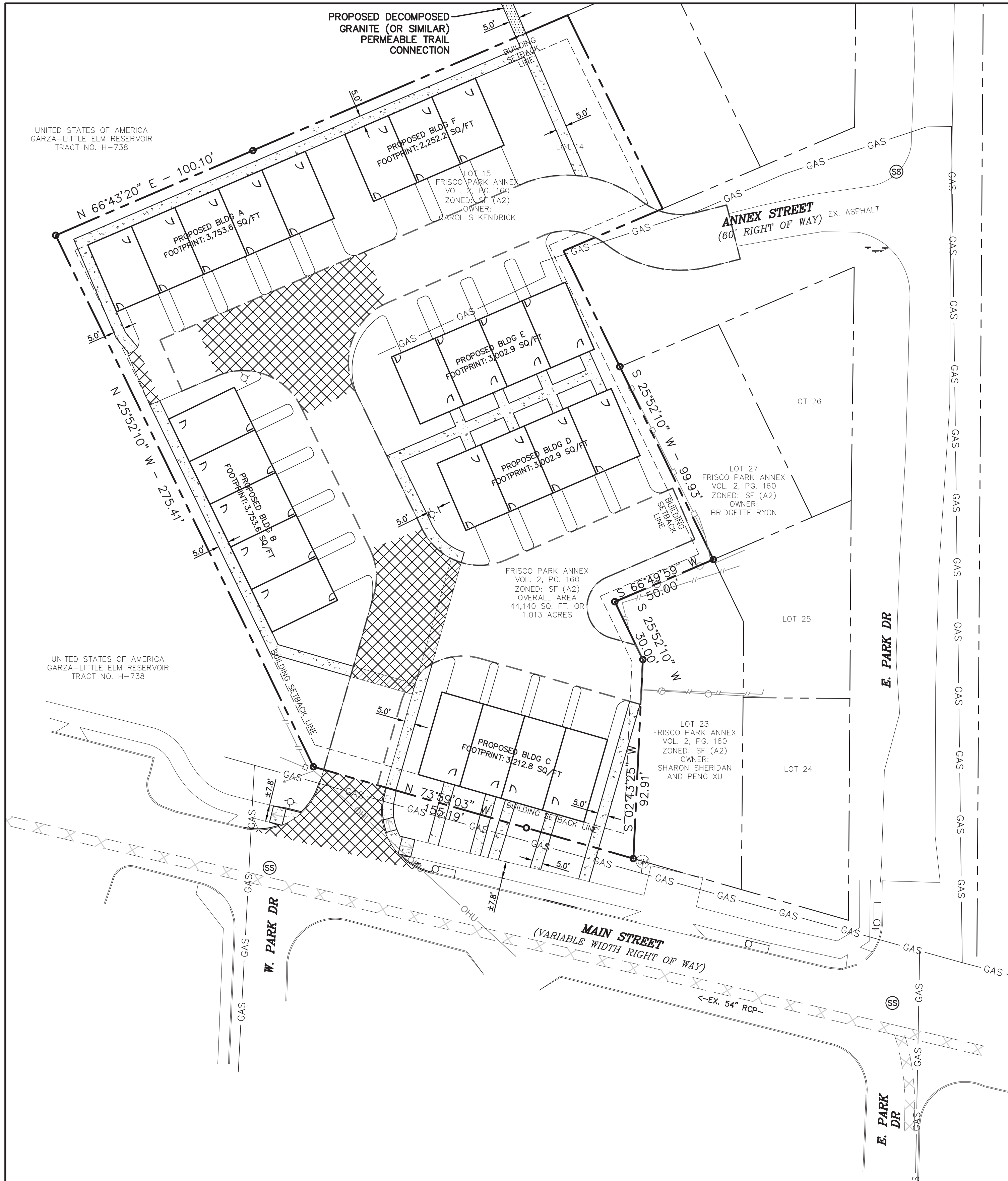
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EXISTING CONDITIONS PLAN			
LAKEVIEW AT ANNEX			
PARK LANE & ANNEX AVENUE, 1.31 ACRES			
FRISCO PARK ANNEX, LOTS 16-22 AND 28			
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS			
TOWN CASE NUMBER	DATE	SHEET	
—	04/24/24	C1.01	



UNITED STATES OF AMERICA  
GARZA-LITTLE ELM RESERVOIR  
TRACT NO. H-738

UNITED STATES OF AMERICA  
GARZA-LITTLE ELM RESERVOIR  
TRACT NO. H-738

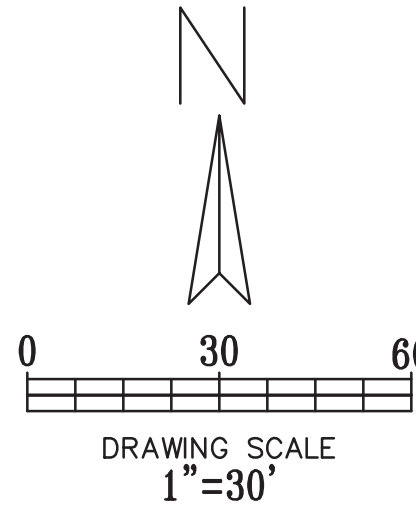


LEGEND

- EXISTING CURB
- PROPOSED CURB
- PROPOSED CONCRETE SIDEWALK
- PROPOSED PERMEABLE SIDEWALK/TRAIL
- PEDESTRIAN CROSSING SHALL BE COLORED STAMPED CONCRETE PER TOWN STANDARDS.

GENERAL NOTES:

- ALL MATERIALS AND CONSTRUCTION WITHIN STREET RIGHT-OF-WAY SHALL CONFORM TO THE TOWN STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH ALL APPROPRIATE UTILITY COMPANIES FOR THE LOCATION OF ALL UTILITIES WITHIN THE CONSTRUCTION AREA/SITE.
- THE PAVING CONTRACTOR SHALL NOT PLACE PERMANENT PAVEMENT UNTIL ALL SLEEVING FOR IRRIGATION, ELECTRIC, GAS, TELEPHONE, CABLE TV, SITE IRRIGATION, ETC. HAS BEEN INSTALLED. IT SHALL BE THE PAVING CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL SLEEVING IS IN PLACE PRIOR TO THE PLACING OF PERMANENT PAVING.
- ALL PAVING AND EARTHWORK OPERATIONS SHALL CONFORM TO THE RECOMMENDATIONS IN THE GEOTECHNICAL INVESTIGATION REPORT.
- ALL DIMENSIONS ARE FROM BACK OF CURB, EDGE OF PAVEMENT, OR FACE OF BUILDING UNLESS OTHER WISE NOTED.
- ALL SIDEWALKS SHALL MAINTAIN A 2% MAXIMUM CROSS SLOPE AND 5% MAXIMUM SLOPE IN THE DIRECTION OF PEDESTRIAN TRAVEL.



CAUTION  
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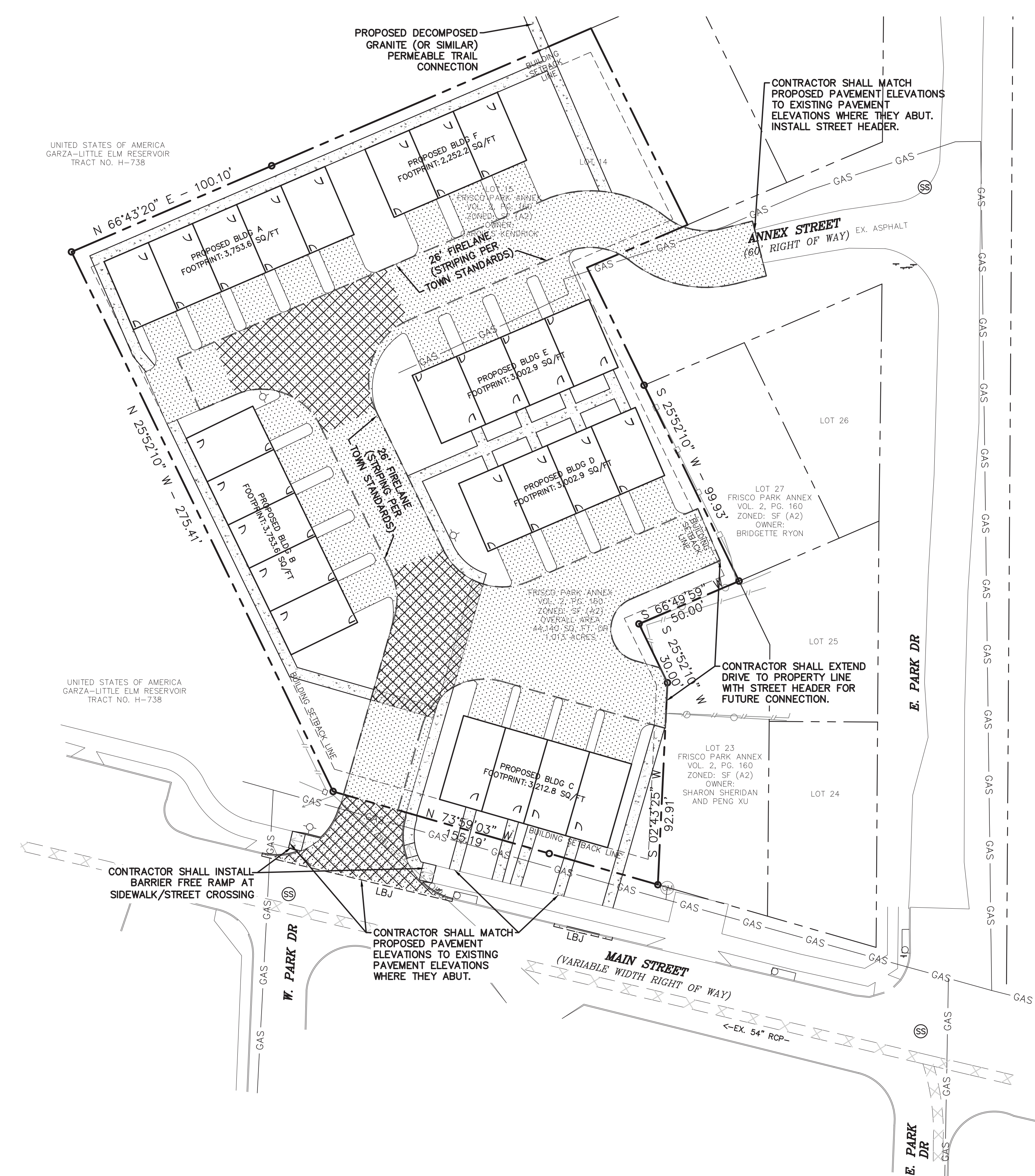


04/24/24

FOR REVIEW, NOT  
FOR CONSTRUCTION.

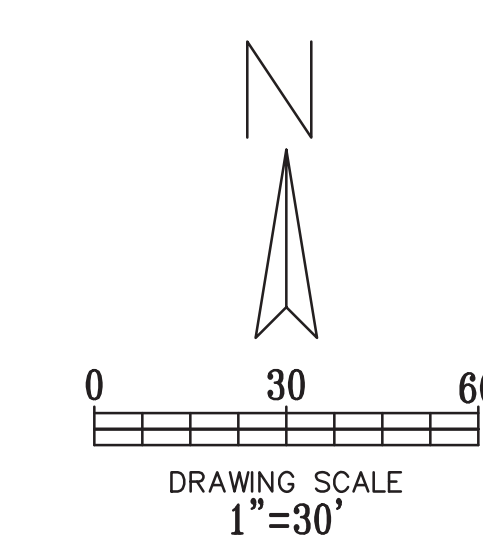
REVISIONS			
REV NO.	DATE	DESCRIPTION	BY
ENGINEER: Cumulus Design Firm #14810 2080 N. Highway 360, Suite 240 Grand Prairie, Texas 75050 Tel. 214.235.0367			
SIDEWALK PLAN			
LAKEVIEW AT ANNEX			
PARK LANE & ANNEX AVENUE, 1.31 ACRES			
FRISCO PARK ANNEX, LOTS 16-22 AND 28			
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS			
TOWN CASE NUMBER	DATE	SHEET	
—	04/24/24	C3.01	



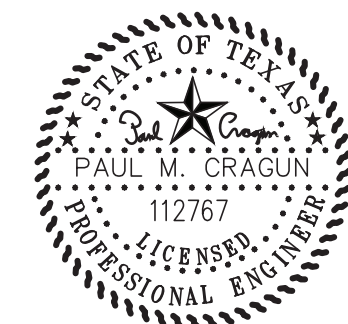


- LEGEND**
- EXISTING CURB/PAVEMENT EDGE
  - PROPOSED CURB
  - - - PROPOSED SAWCUT
  - LBJ — PROPOSED LONGITUDINAL BUTT JOINT
  - LS — PROPOSED LANDSCAPING AREA
  - 4" 3000 PSI REINFORCED CONCRETE PAVEMENT WITH #3 BARS @ 24" ON CENTER, EACH WAY, ON PREPARED SUBGRADE.
  - DECOMPOSED GRANITE OR APPROVED EQUAL MATERIAL TO MATCH EXISTING TRAIL SYSTEM (FOR TRAIL TO SITE CONNECTION)
  - 6" 3600 PSI REINFORCED CONCRETE PAVEMENT WITH A MIN. #4 @ 18" ON CENTER, EACH WAY WITH LIME STABILIZED SUBGRADE OR 6" FLEXBASE WITH GEOGRID. FIRELANES SHALL BE PER TOWN STANDARDS.
  - PEDESTRIAN CROSSING SHALL BE COLORED STAMPED CONCRETE PER TOWN STANDARDS.

- GENERAL PAVING NOTES:**
- ALL MATERIALS AND CONSTRUCTION WITHIN STREET RIGHT-OF-WAY SHALL CONFORM TO THE TOWN STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS.
  - IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL PUBLIC UTILITIES IN THE CONSTRUCTION OF THIS PROJECT. ALL MANHOLES, CLEANOUTS, VALVE BOXES, FIRE HYDRANTS, ETC. MUST BE ADJUSTED TO PROPER LINE AND GRADE BY THE CONTRACTOR PRIOR TO AND AFTER THE PLACING OF PERMANENT PAVING. UTILITIES MUST BE MAINTAINED TO PROPER LINE AND GRADE DURING CONSTRUCTION OF THIS PROJECT.
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH ALL APPROPRIATE UTILITY COMPANIES FOR THE LOCATION OF ALL UTILITIES WITHIN THE CONSTRUCTION AREA/SITE.
  - THE PAVING CONTRACTOR SHALL NOT PLACE PERMANENT PAVEMENT UNTIL ALL SLEEVING FOR IRRIGATION, ELECTRIC, GAS, TELEPHONE, CABLE TV, SITE IRRIGATION, ETC. HAS BEEN INSTALLED. IT SHALL BE THE PAVING CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL SLEEVING IS IN PLACE PRIOR TO THE PLACING OF PERMANENT PAVING.
  - ALL PAVING AND EARTHWORK OPERATIONS SHALL CONFORM TO THE RECOMMENDATIONS IN THE GEOTECHNICAL INVESTIGATION REPORT.
  - FIRE LANES SHALL BE STRIPED IN ACCORDANCE WITH THE TOWN REQUIREMENTS (IF ANY).
  - ALL DIMENSIONS ARE FROM BACK OF CURB, EDGE OF PAVEMENT, OR FACE OF BUILDING UNLESS OTHERWISE NOTED.
  - ALL SIDEWALKS SHALL MAINTAIN A 2% MAXIMUM CROSS SLOPE AND 5% MAXIMUM SLOPE IN THE DIRECTION OF PEDESTRIAN TRAVEL.
  - SLOPE WITHIN THE HANDICAP PARKING AND STRIPED AREA SHALL NOT EXCEED 2% IN ANY DIRECTION.
  - ALL CURB RADII ARE 1.5' UNLESS OTHERWISE SPECIFIED (EXCEPT FOR AT END OF PARKING SPACES AND FLUMES WHERE THE RADII IS 0').
  - CONTRACTOR TO REFERENCE ARCHITECT/LANDSCAPE PLANS FOR ANY SPECIAL PATTERN/STAINS OR ANY OTHER PAVEMENT DETAILS.



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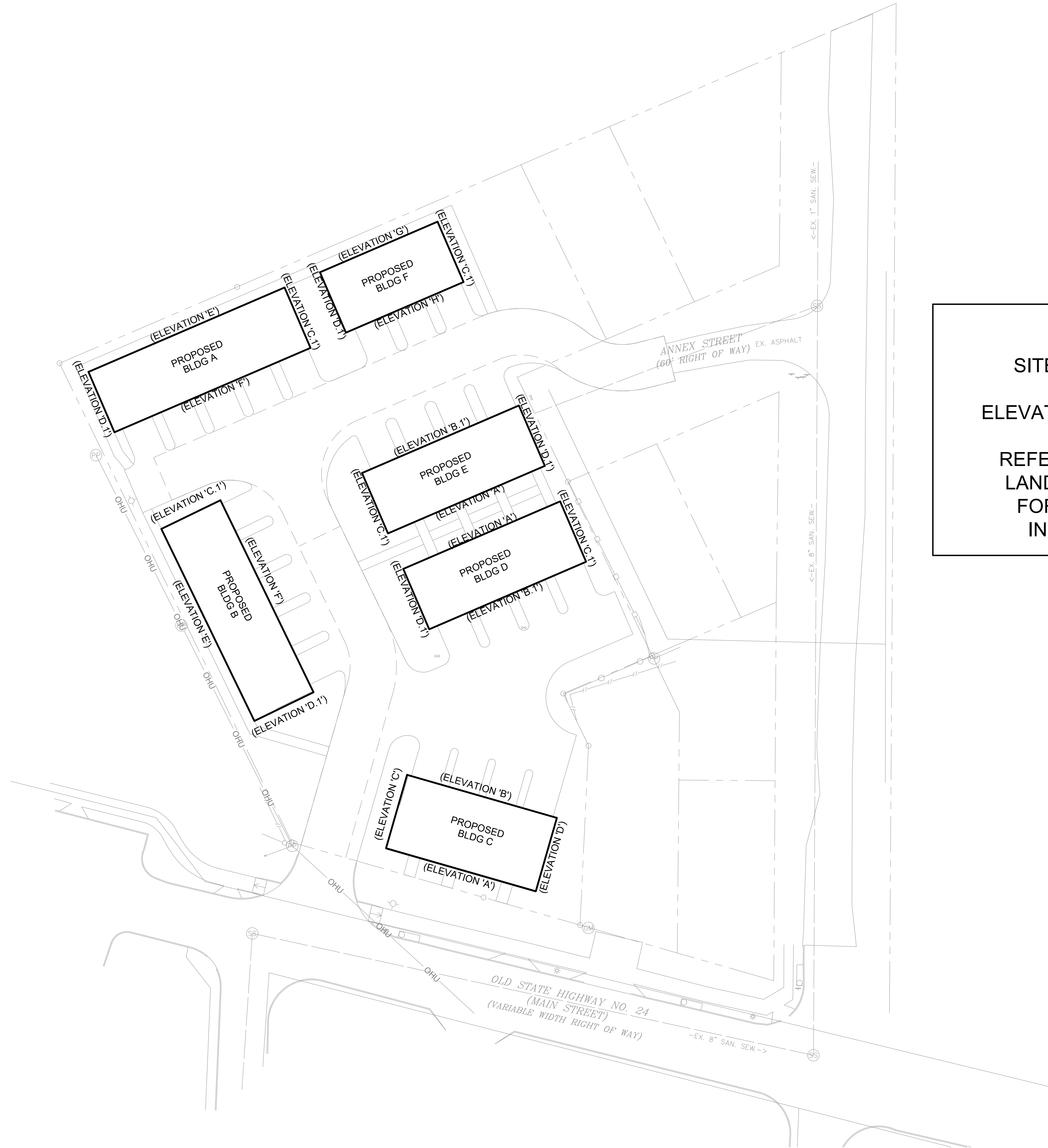


04/24/24

FOR REVIEW, NOT FOR CONSTRUCTION.

REVISIONS			
REV NO.	DATE	DESCRIPTION	BY
ENGINEER: Cumulus Design Firm #14810 2080 N. Highway 360, Suite 240 Grand Prairie, Texas 75050 Tel. 214.235.0367			
PAVING PLAN			
LAKEVIEW AT ANNEX			
PARK LANE & ANNEX AVENUE, 1.31 ACRES			
FRISCO PARK ANNEX, LOTS 16-22 AND 28			
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS			
TOWN CASE NUMBER	DATE	SHEET	
—	04/24/24	C3.02	





**NOTE:**  
SITE PLAN IS FOR  
EXTERIOR  
ELEVATION REFERENCE  
ONLY,  
REFER TO CIVIL AND  
LANDSCAPE PLANS  
FOR ADDITIONAL  
INFORMATION.

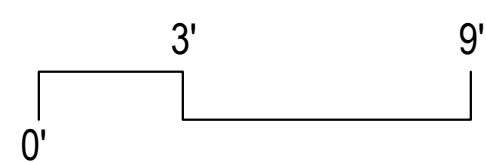
REFERENCE SITE PLAN  
01 1" = 30'

NOT FOR  
CONSTRUCTION  
OR REGULATORY  
APPROVAL



"ELEVATION type A"  
(INCLUDES) MAIN-STREET-FACING ELEVATION

MATERIAL TABULATIONS:
Total Elev. Surface = 2,991
Total Windows & Doors (30% Required) = 897 Total
Windows & Doors (30.16% Provided) = 902
Total Elev (Minus Doors/Windows): 2,088 sq.ft.
1250 sq.ft. Brick (60%)
293 sq.ft. 'Poplar' Siding(14%)
442 sq.ft. Stucco (21%)
103 sq.ft. Accent Materials (5%)
-Metal Awnings
-Cedar Trellis



**\*\*NOTE\*\***  
FRONT CONCRETE STEPS AT ENTRY  
WILL BE COORDINATED WITH FINAL GRADING

ELEVATION TYPE A  
01 1/4" = 1'-0"



ELEVATION type 'B'  
REAR (PRIVATE DRIVE) FACING ELEVATION

MATERIAL TABULATIONS:  
Total Elev. Surface = 2,870  
Windows & Doors (21.5% Provided) = 616  
Total Elev (Minus Doors/Windows): 2,254 sq.ft.  
1,093 sq.ft. Brick (49%)  
1,161 sq.ft. Stucco (51%)

ELEVATION TYPE B  
01 1/4" = 1'-0"



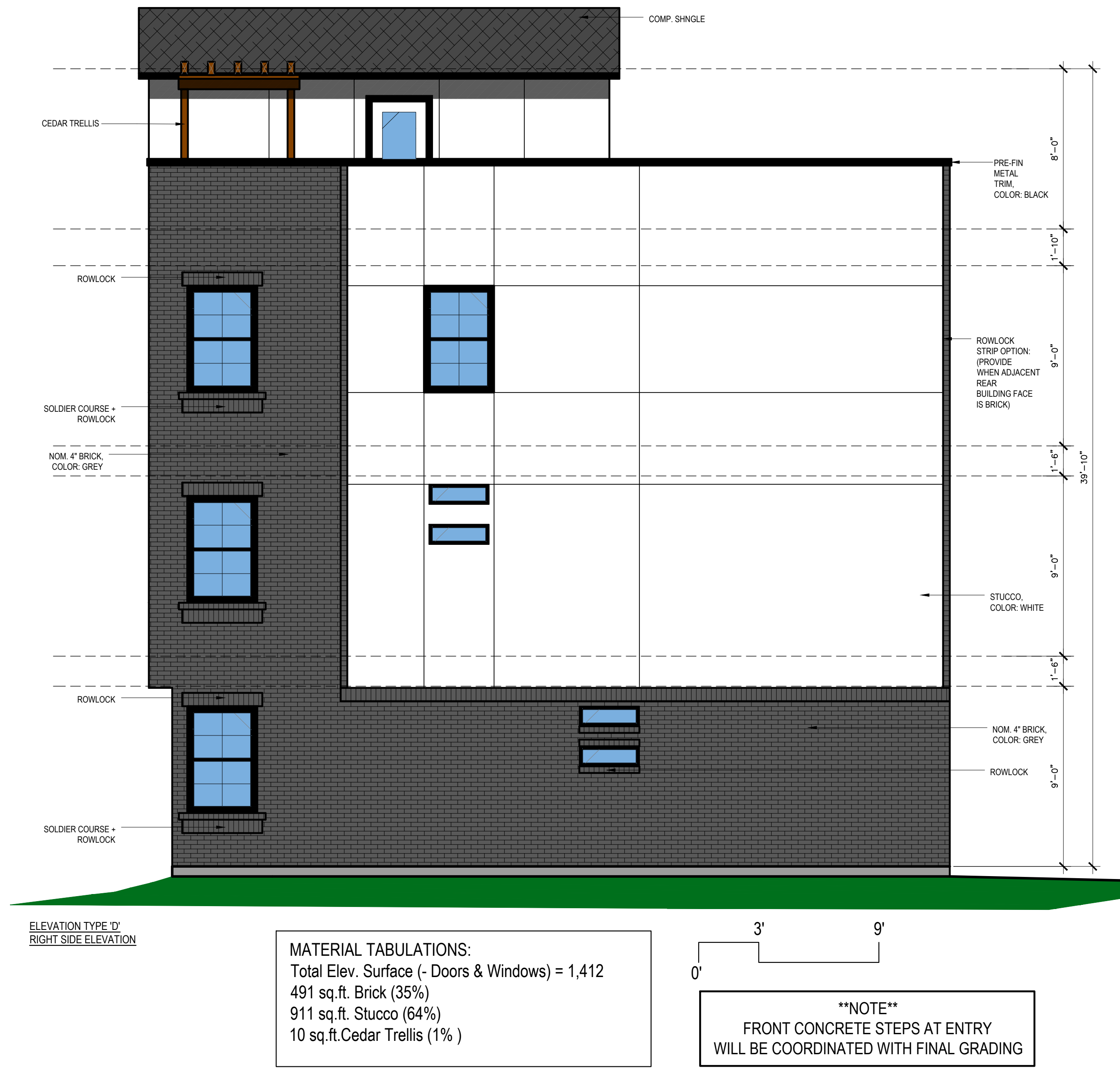
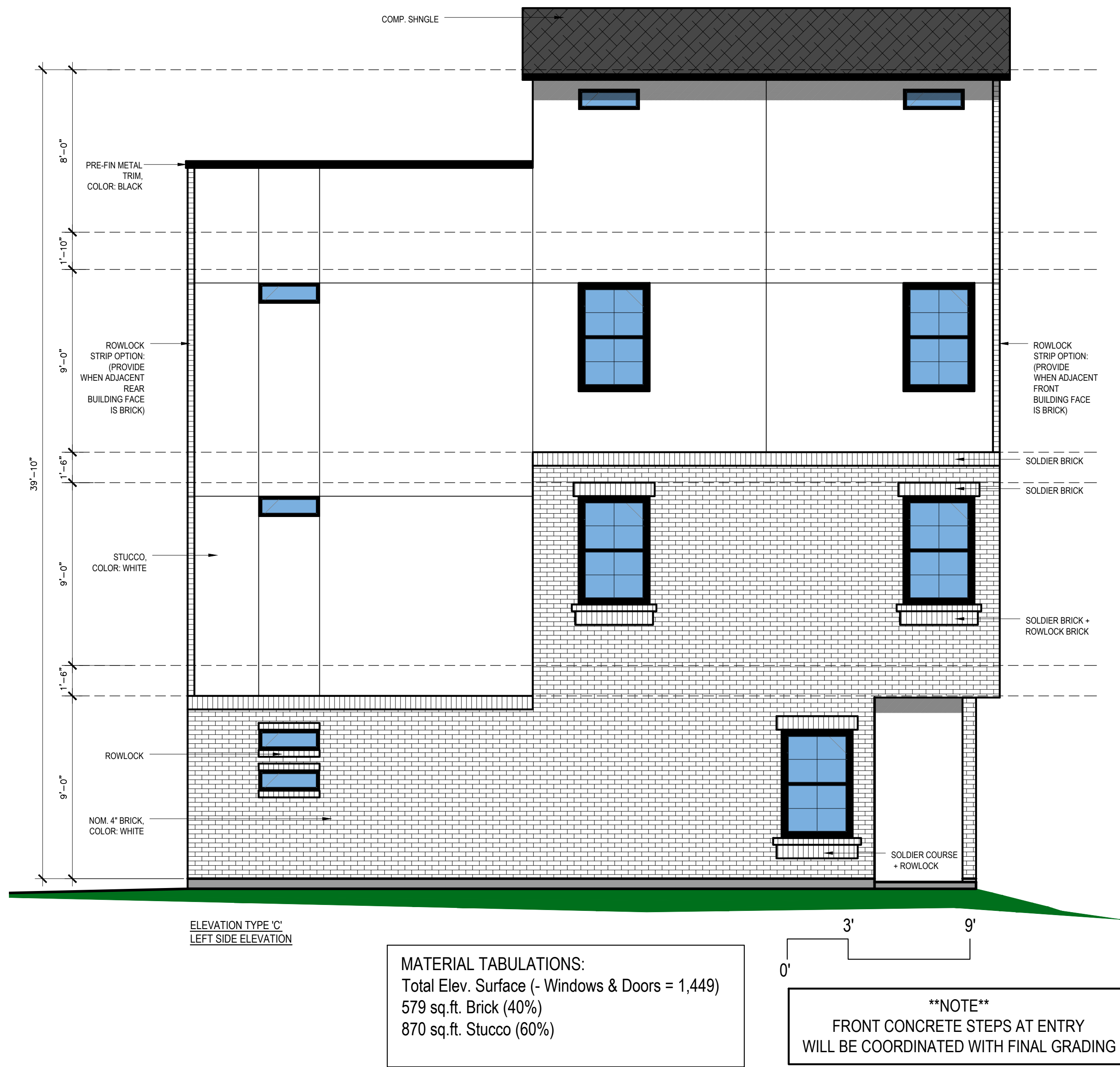


ELEVATION type 'B.1'  
REAR (PRIVATE DRIVE) FACING ELEVATION

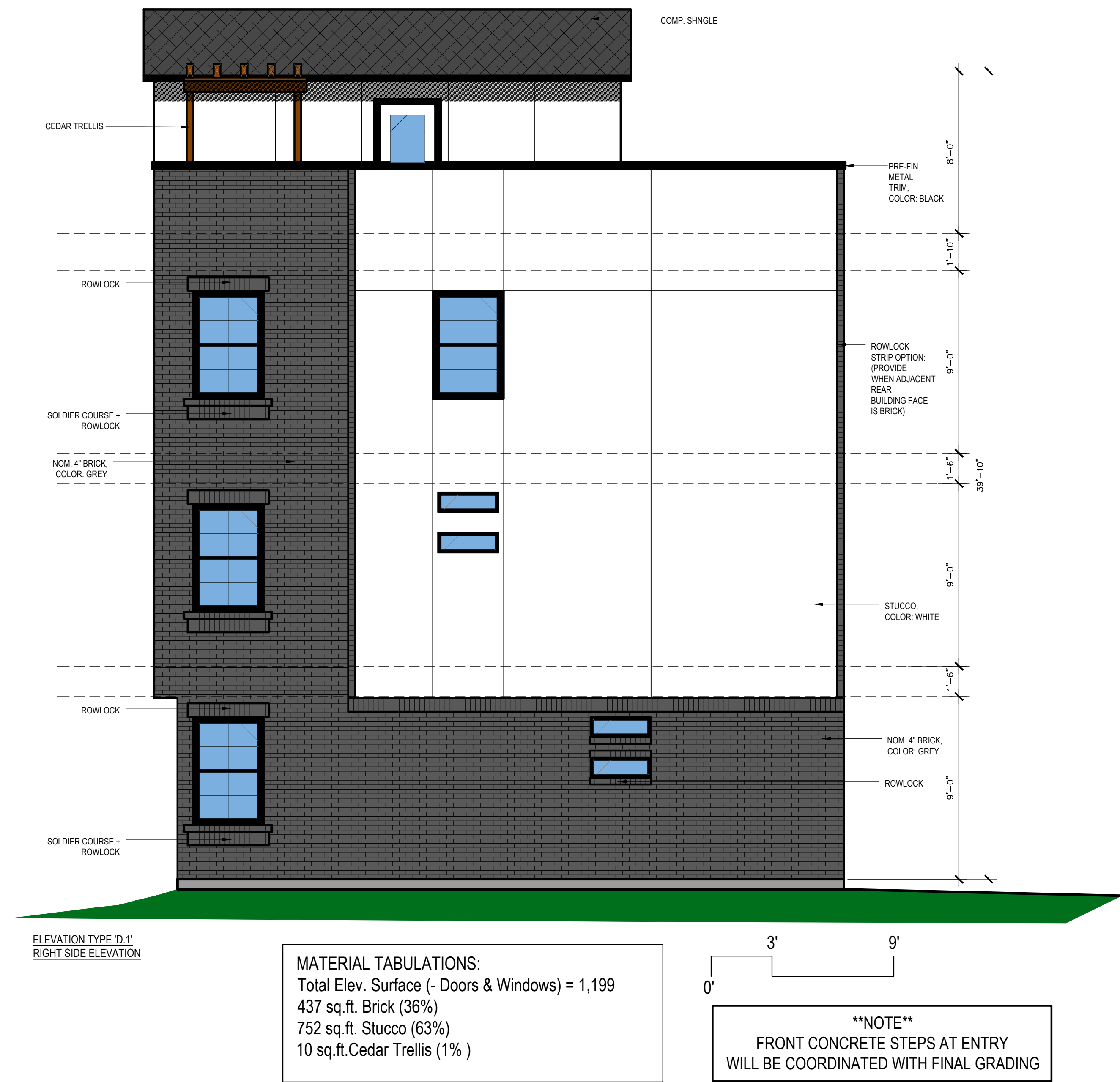
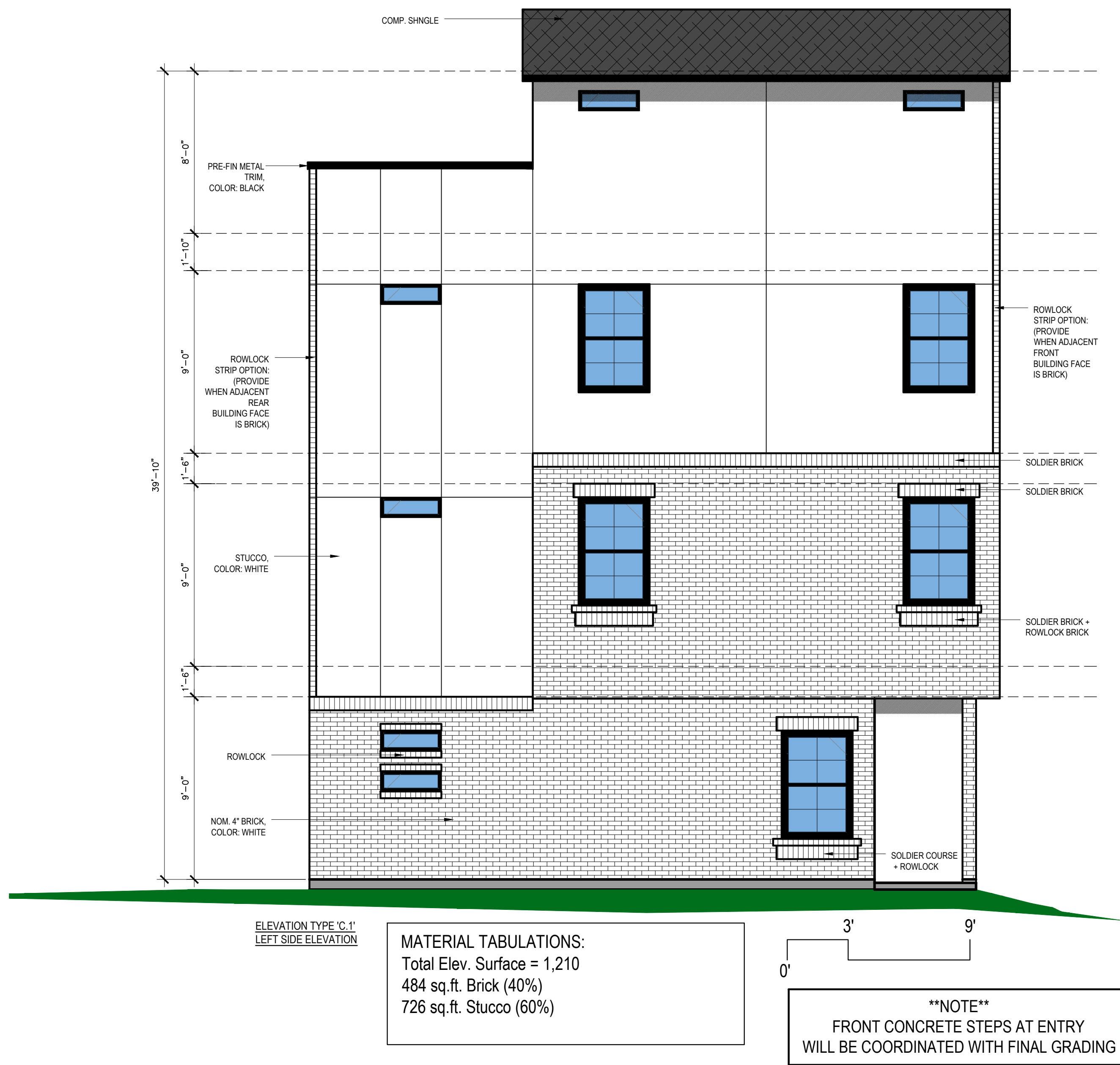
MATERIAL TABULATIONS:  
Total Elev. Surface =3,049 Windows & Doors (21.5% Provided) = 696  
Total Elev (Minus Doors/Windows): 2,353 sq.ft.  
1,149 sq.ft. Brick (49%)  
1,204 sq.ft. Stucco (51%)

ELEVATION TYPE B.1  
01 1/4" = 1'-0"

NOT FOR  
CONSTRUCTION  
OR REGULATORY  
APPROVAL



ELEVATION TYPE C & D  
01 1/4" = 1'-0"



ELEVATION TYPE C.1 & D.1  
01 1/4" = 1'-0"



"ELEVATION type E"

MATERIAL TABULATIONS:  
Total Elev. Surface = 3,898  
Total Windows & Doors (30% Required) = 1,169  
Total Windows & Doors (30.45% Provided) = 1,187  
Total Elev (Minus Doors/Windows): 2,711 sq.ft.  
1623 sq.ft. Brick (60%)  
380 sq.ft. 'Poplar' Siding(14%)  
573 sq.ft. Stucco (21%)  
135 sq.ft. Accent Materials (5%)  
-Metal Awnings  
-Cedar Trellis

0' 3' 9'

**\*\*NOTE\*\***  
FRONT CONCRETE STEPS AT ENTRY  
WILL BE COORDINATED WITH FINAL GRADING

## ELEVATION TYPE E

01

1/4" = 1'-0"





MATERIAL TABULATIONS:  
Total Elev. Surface = 3,583  
Windows & Doors (21.5% Provided) = 770  
Total Elev (Minus Doors/Windows): 2,813 sq.ft.  
1,152 sq.ft. Brick (41%)  
1,661 sq.ft. Stucco (59%)

ELEVATION TYPE F  
01 1/4" = 1'-0"

972-363-6155  
www.triunearchitectureplc.com

**TRIUNE**  
ARCHITECTURE

Townhouse  
Development  
"Lakeview at  
Annex"

Annex Ln.  
Townhouses  
Little Elm, TX

NOT FOR  
CONSTRUCTION  
OR REGULATORY  
APPROVAL

Project #: 2224

ELEVATION  
TYPE 'F'

EXTERIOR  
ELEVATIONS

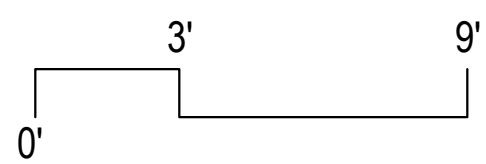
A2.7





ELEVATION type 'G'

MATERIAL TABULATIONS:  
Total Elev. Surface = 2,223  
Total Windows & Doors (30% Required) = 667 Total  
Windows & Doors (30.45% Provided) = 668  
Total Elev (Minus Doors/Windows): 1,555 sq.ft.  
908 sq.ft. Brick (58%)  
232 sq.ft. 'Poplar' Siding(15%)  
336 sq.ft. Stucco (22%)  
79 sq.ft. Accent Materials (5%)  
-Metal Awnings  
-Cedar Trellis

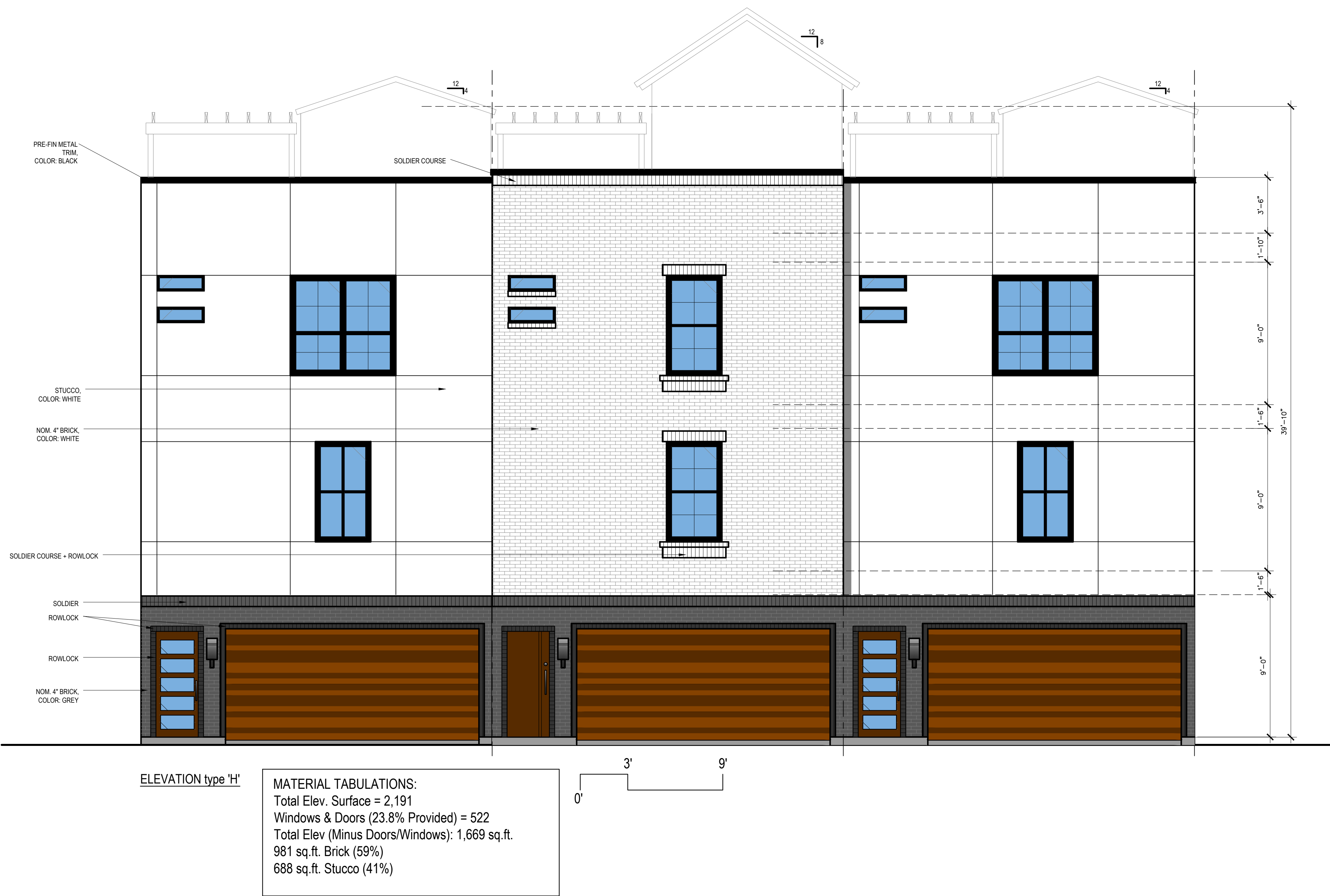


**\*\*NOTE\*\***  
FRONT CONCRETE STEPS AT ENTRY  
WILL BE COORDINATED WITH FINAL GRADING

## ELEVATION TYPE G

01

1/4" = 1'-0"



ELEVATION TYPE H

01

1/4" = 1'-0"



ACME BRICK,  
COLOR:  
"WHITE BLUFF"



CANTILEVERED METAL  
AWNING:  
COLOR: *NATURAL  
ALUMINUM*



ACME BRICK,  
COLOR:  
"PACIFIC CLAY"



"POPLAR" SIDING  
STYLE:  
*NATURAL WOOD*



WROUGHT IRON  
GUARD-RAILING:  
*BLACK*



*Townhouse  
Development  
"Lakeview at  
Annex"*

Annex Ln.  
Townhouses  
Little Elm, TX

NOT FOR  
CONSTRUCTION  
OR REGULATORY  
APPROVAL

Project #: 2224

SAMPLE  
BOARD

A2.10

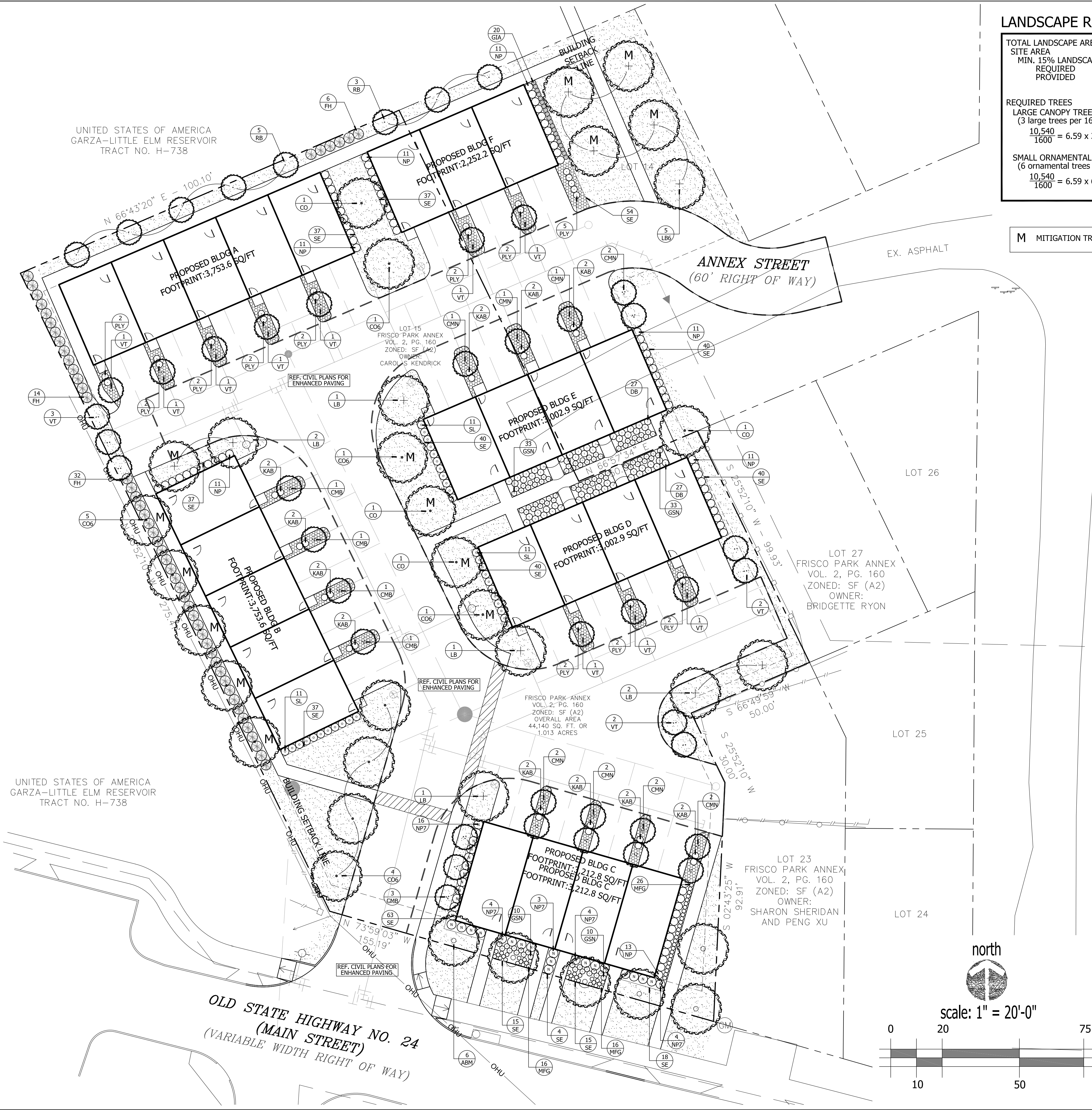
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UNITED STATES OF AMERICA  
GARZA-LITTLE ELM RESERVOIR  
TRACT NO. H-738

UNITED STATES OF AMERICA  
GARZA-LITTLE ELM RESERVOIR  
TRACT NO. H-738

OLD STATE HIGHWAY NO. 24  
(MAIN STREET)  
(VARIABLE WIDTH RIGHT OF WAY)



## LANDSCAPE REQUIREMENTS

TOTAL LANDSCAPE AREA  
SITE AREA 70,268 sf  
MIN. 15% LANDSCAPE AREA REQUIRED  
REQUIRED 10,540 sf (15.0%)  
PROVIDED 18,153 sf (25.8%)

REQUIRED TREES  
LARGE CANOPY TREES  
(3 large trees per 1600 sf required landscape area)  
 $\frac{10,540}{1600} = 6.59 \times 3 = 19.77 = 20$  trees required  
34 trees provided

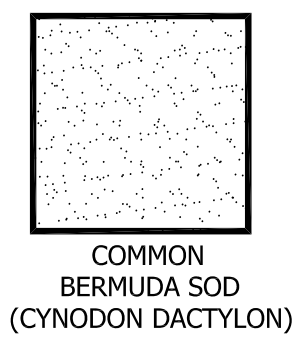
SMALL ORNAMENTAL TREES  
(6 ornamental trees per 1600 sf required landscape area)  
 $\frac{10,540}{1600} = 6.59 \times 6 = 39.54 = 40$  trees required  
43 trees provided

M MITIGATION TREE 14 TREES @ 4" CAL. 56"

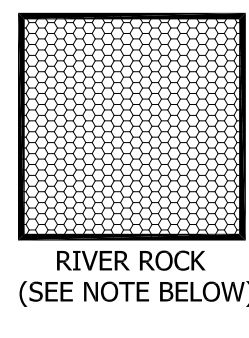
## LANDSCAPE NOTES

1. PLANT LIST FOR THIS SHEET ONLY.
2. PLANT LIST TO BE USED AS AIDE TO BIDDER ONLY. LANDSCAPE CONTRACTOR TO VERIFY ALL QUANTITIES.
3. ALL BEDS SHALL BE ACCEPTED AT ROUGH FINISH GRADE. IF ANY EXISTING VEGETATION IS EVIDENT, LANDSCAPE CONTRACTOR SHALL SPRAY AREA WITH BROAD SPECTRUM HERBICIDE APPLICATION TO REMOVE ANY VEGETATION.
4. AFTER APPROPRIATE TIME TO ENSURE A VEGETATION IS DEAD, TILL SUBGRADE AND RAKE SMOOTH, REMOVING ALL DEAD VEGETATION, STONES, CLODS AND DEBRIS.
5. AFTER INSTALLATION OF STEEL EDGING, ALL BEDS SHALL BE TILLED TO A DEPTH OF 4-6", RAKING OUT ALL DEAD VEGETATION.
6. APPLY A 2-3" DEPTH OF ORGANIC MATERIAL OVER ENTIRE BED AND TILL INTO EXISTING SOIL. ORGANIC MATERIAL SHALL BE ONE OF FOLLOWING:  
VITAL EARTH COMPOST  
BACK-TO-EARTH SOIL CONDITIONER  
LIVING EARTH COMPOST  
SOIL BUILDING SYSTEMS COMPOST  
SILVER CREEK MATERIALS COMPOST
7. TOPDRESS ENTIRE BED WITH MINIMUM 2" DEPTH SHREDDED NATIVE CEDAR MULCH.
8. ALL SHADE TREES AND ORNAMENTAL TREES SHALL BE PLANTED AS PER DETAILS ON THIS SHEET.
9. ALL LANDSCAPE AREAS SHALL BE WATERED WITH AUTOMATIC IRRIGATION SYSTEM, COMPLETE WITH FREEZE SENSOR, RAIN STAT, AND CONTROLLER. SYSTEM SHALL BE DESIGNED TO UTILIZE WATER-SAVING TECHNIQUES AND EQUIPMENT. INSTALLATION OF SYSTEM SHALL BE MADE BY A FIRM DULY LICENSED UNDER ARTICLE NO. 8751 VTCS (LICENSED IRRIGATORS ACT), S.B. NO. 259.

## LANDSCAPE LEGEND



COMMON  
BERMUDA SOD  
(CYNODON DACTYLON)



RIVER ROCK  
(SEE NOTE BELOW)

### SOD INSTALLATION NOTES:

- a. ALL SUBGRADE SHALL BE ACCEPTED AT ROUGH FINISH GRADE. IF ANY EXISTING VEGETATION IS EVIDENT, LANDSCAPE CONTRACTOR SHALL SPRAY AREA WITH BROAD SPECTRUM HERBICIDE APPLICATION TO REMOVE ANY VEGETATION.
- b. AFTER APPROPRIATE TIME TO ENSURE A VEGETATION IS DEAD, TILL SUBGRADE AND RAKE SMOOTH, REMOVING ALL DEAD VEGETATION, STONES, CLODS AND DEBRIS.
- c. SOD SHALL BE VIGOROUS, WELL-ROOTED AND SHALL BE DELIVERED AT A UNIFORM SOIL THICKNESS.
- d. SOD SHALL BE LAID WITH ALTERNATING JOINTS.
- e. ALL SOD SHALL BE ROLLED TO CONSISTENT SURFACE, FILLING JOINTS WITH COARSE SAND AS REQUIRED.
- f. ALL SOD AREAS SHALL BE WATERED BY PERMANENT AUTOMATIC IRRIGATION SYSTEM.

### RIVER ROCK INSTALLATION NOTES:

- a. LANDSCAPE CONTRACTOR SHALL INSPECT RIVER ROCK AREAS FOR ANY EXISTING VEGETATION AND PROVIDE BROAD SPECTRUM HERBICIDE APPLICATION TO REMOVE ANY VEGETATION.
- b. AFTER APPROPRIATE TIME TO ENSURE A VEGETATION IS DEAD, TILL SUBGRADE AND RAKE SMOOTH, REMOVING ALL DEAD VEGETATION.
- c. PLACE MINIMUM FOUR (4) INCHES OF NEW MEXICO MEDIUM RIVER ROCK IN DESIGNATED AREAS.

## PLANTLIST

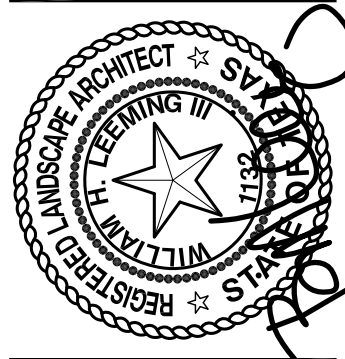
SYM	MATERIAL	QNTY	SIZE	HT	SP	NOTES	SPACING
ABM	AUTUMN BLAZE MAPLE	6	6" CAL.	16-18"	9-10'	NURSERY GROWN	
	ACER x 'FREEMANII'						
CO	CHINKAPIN OAK	12	6" CAL.	16-18"	9-10'	NURSERY GROWN	
CO	CHINKAPIN OAK	4	4" CAL.	12-14"	6-7'	NURSERY GROWN	
LB	LACEBARK ELM	5	6" CAL.	16-18"	10-11'	NURSERY GROWN	
LB	LACEBARK ELM	7	4" CAL.	12-14"	7-8'	NURSERY GROWN	
	ULMUS PARVIFOLIA SEMPERVIRENS						
CMB	CRAPE MYRTLE	7	30 GAL.	8-10'	4-5'	CONTAINER GROWN	
	LAGERSTROEMIA INDICA 'BASHAM PINK'						
CMN	CRAPE MYRTLE	13	30 GAL.	8-10'	4-5'	CONTAINER GROWN	
	LAGERSTROEMIA INDICA 'NATCHEZ'						
VT	VITEX	17	30 GAL.	8-10'	4-5'	CONTAINER GROWN	
	VITEX AGNUS-CASTUS						
RB	FOREST PANSY REDBUD	8	30 GAL.	8-10'	4-5'	CONTAINER GROWN	
	CERCIS CANADENSIS 'FOREST PANSY'						
FH	FOSTER HOLLY	52	7 GAL.	36"	20"	FULL	48"oc
NP	NEEDLEPOINT HOLLY	32	7 GAL.	36"	20"	FULL	42"oc
NP	NEEDLEPOINT HOLLY	79	5 GAL.	26"	18"	FULL	36"oc
NP	NEEDLEPOINT HOLLY						
SL	SUNSHINE LIGUSTRUM	33	5 GAL.	24"	18"	FULL	36"oc
	LIGUSTRUM SINENSIS 'SUNSHINE'						
PLY	PALE LEAF YUCCA	25	5 GAL.	12"	15"	FULL	30"oc
	YUCCA PALLIDA						
DB	DWF BURFORD HOLLY	54	3 GAL.	20"	12"	FULL	30"oc
	ILEX CORNUTA 'BURFORDI' NANA						
KAB	KALIEDOSCOPE ABELIA	22	3 GAL.	12"	12"	FULL	30"oc
	ABELIA GRANDIFLORA 'KALIEDOSCOPE'						
GSN	GULF STREAM NANDINA	86	3 GAL.	12"	12"	FULL	24"oc
	NANDINA DOMESTICA 'GULF STREAM'						
GIA	GIANT LIRIOPE	20	1 GAL.	10"	10"	FULL	20"oc
	LIRIOPE GIGANTEA						
MFG	MEXICAN FEATHERGRASS	58	1 GAL.	10"	10"	FULL	20"oc
	NASSELLA TENUISSIMA						
SE	STEEL EDGING	477	LIN. FT.			REF. DETAIL	

SPECIFIED PLANT HEIGHTS ARE TYPICAL INDUSTRY STANDARD HEIGHTS FOR SPECIFIED CONTAINER SIZES.

app. by:  
drawn by:  
date: 01-17-24

## revisions

04-05-24  
04-29-24  
05-29-24  
06-11-24  
06-12-24



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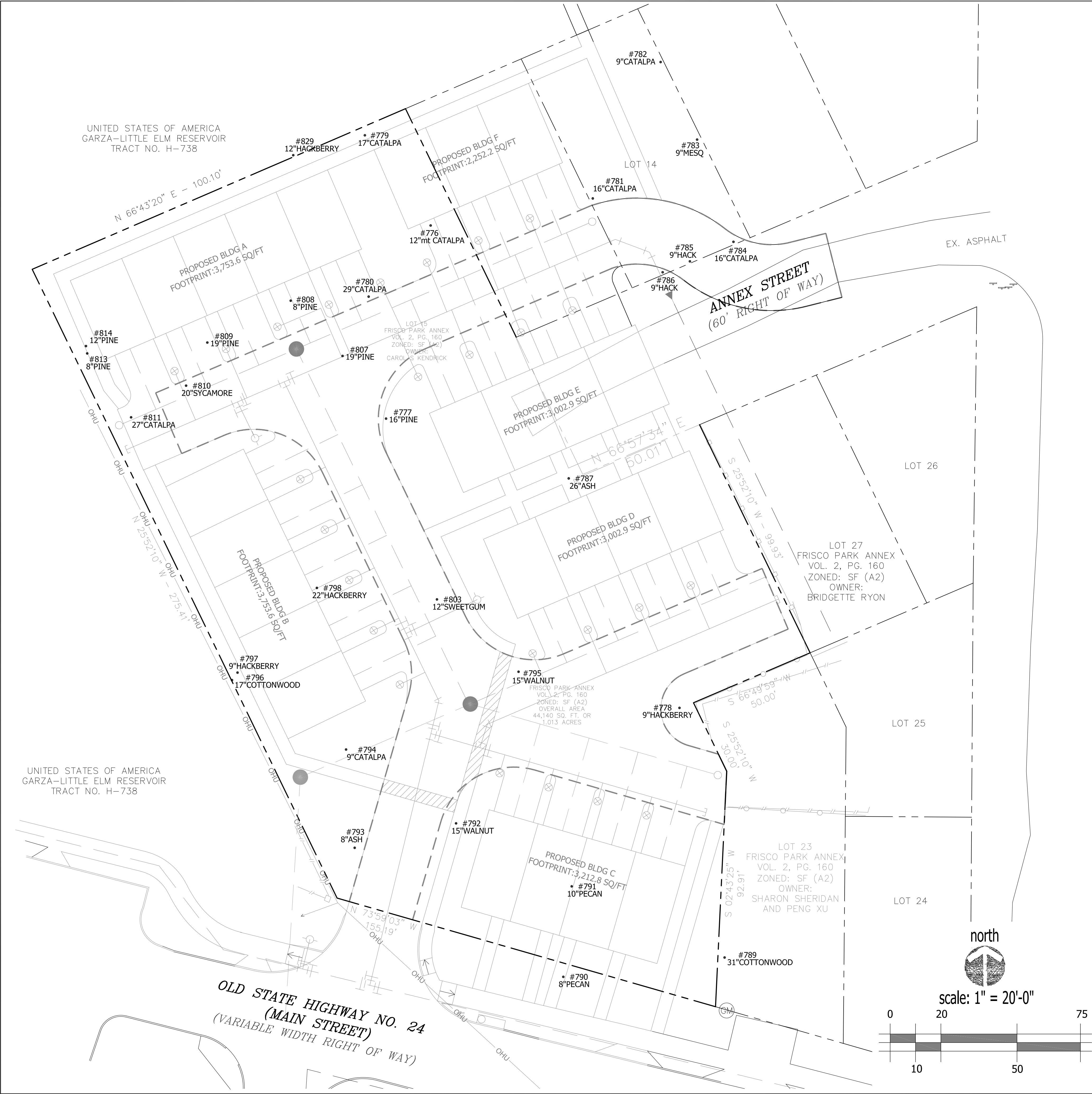
LANDSCAPE PLAN

LAKEVIEW at ANNEX  
MAIN STREET (OLD STATE HWY. 24)  
LITTLE ELM, TEXAS

file name:  
c:\Little Elm-Townhomes\ltd-base\_LE-Townhomes.dwg

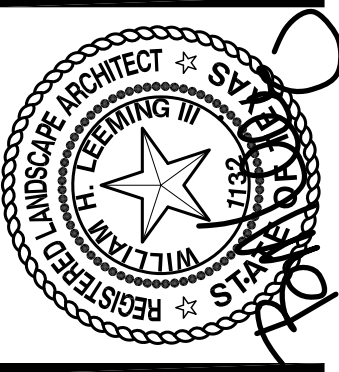
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TREE TABLE				
TREE #	TREE SPECIES	SIZE	PROTECTED OR REMOVE	CLASS
829	HACKBERRY	12"	REMOVE	4
814	PINE	12"	REMOVE	3
813	PINE	8"	REMOVE	3
811	CATALPA	27"	REMOVE	5
810	SYCAMORE	20"	REMOVE	4
809	PINE	19"	REMOVE	3
808	PINE	8"	REMOVE	3
807	SYCAMORE	19"	REMOVE	4
798	HACKBERRY	22"	REMOVE	4
803	SWEETGUM	12"	REMOVE	1
797	HACKBERRY	9"	REMOVE	4
796	COTTONWOOD	17"	REMOVE	4
795	BLACK WALNUT	15"	REMOVE	2
787	ASH	26"	REMOVE	2
794	CATALPA	9"	REMOVE	5
793	ASH	8"	REMOVE	2
792	BLACK WALNUT	15"	REMOVE	2
791	PECAN	10"	REMOVE	1
790	PECAN	8"	REMOVE	1
789	COTTONWOOD	31"	REMOVE	4
786	HACKBERRY	9"	REMOVE	4
785	HACKBERRY	9"	REMOVE	4
784	CATALPA	16"	REMOVE	5
783	MESQUITE	9"	REMOVE	3
782	CATALPA	9"	REMOVE	5
781	CATALPA	16"	REMOVE	5
780	CATALPA	29"	REMOVE	5
779	CATALPA	17"	REMOVE	5
778	HACKBERRY	9"	REMOVE	4
777	PINE	16"	REMOVE	3
776	CATALPA	12"mt	REMOVE	5

CLASS 1 TOTALS	5:1	38"	X	5	=	190"
CLASS 2 TOTALS	4:1	64"	X	4	=	256"
CLASS 3 TOTALS	3:1	72"	X	3	=	216"
CLASS 4 TOTALS	2:1	188"	X	2	=	376"
CLASS 5 TOTALS	1:1	135"	X	1	=	135"
MITIGATION TOTAL						(1,173")
PROPOSED MITIGATION (12 TREES @ 6")						+72.0"
PROPOSED MITIGATION (2 TREES @ 4")						+8.0"
UPSIZED 6 TREES TO 6" (11 x 2")						+22.0"
MITIGATION DEFICIT						(1,071")



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EXISTING TREE  
MITIGATION

LAKEVIEW at ANNEX  
MAIN STREET (OLD STATE HWY. 24)  
LITTLE ELM, TEXAS

file name:  
c:\Little Elm-Townhomes\ldg-base\_LE-Townhomes.dwg

sheet  
T-1

appr. by:  
drawn by:  
date: 04-29-24

revisions  
05-10-24  
05-29-24  
06-05-24  
06-11-24  
06-12-24





# **Annex Flats**

## **Sample SELECTIONS**





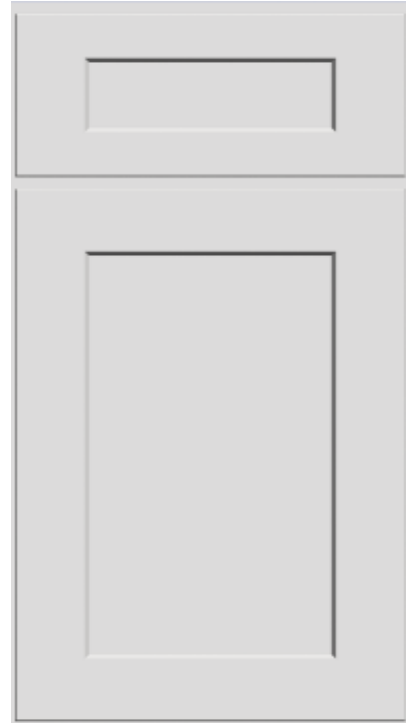
EXAMPLE OF SIMILAR FINISHES



**Carpeted Stair with White  
Wooden Risers – Standard**

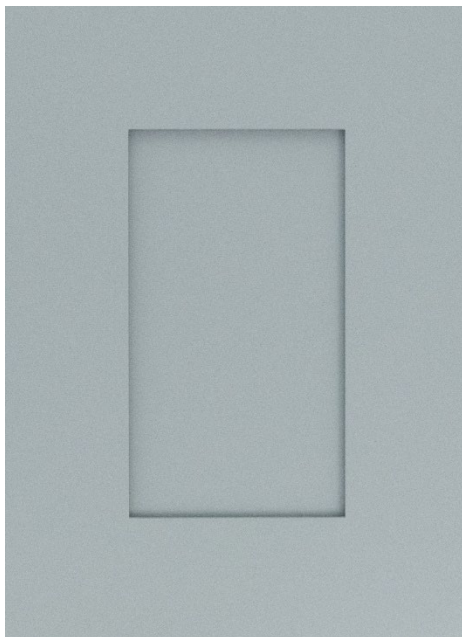


**Wooden Stair with White  
Wooden Risers - Upgrade**



**White - Standard**

**Gray - Standard**



**Polished Chrome –  
Standard**



**Satin Nickel –  
Upgrade**

**Exterior Hardware Black – Standard**

**Interior Hardware Black - Upgrade**





White Quartz – Standard



Gray Quartz – Standard



Quartz Waterfall Edge - Upgrade



**White Porcelain Undermount - Vanities**



**Stainless Steel Undermount Single Bowl Kitchen Sink**





Farm Sink - Upgrade

OCEAN VIEW  
DW300



783 PEBBLE



790 TYBEE



890 COCOA



745 DELRAY



527 BISCAYNE



688 LAGUNA



925 VENTURA



760 CANCUN



564 BAJA



858 JACO



715 CLEARWATER



920 CRESCENT



633 MALIBU



517 WHITE SANDS



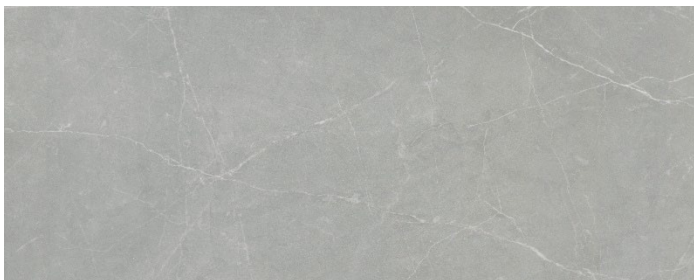
775 DAYTONA



705 DESTIN

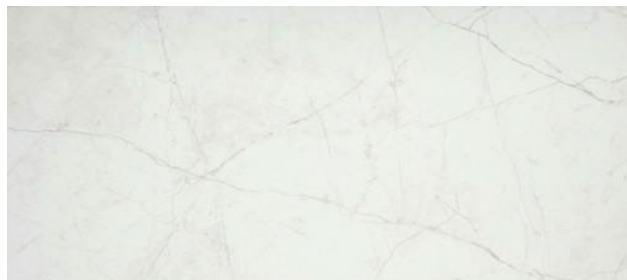
## Master Bathroom

Sterling Grey Matte 12X24 Floor



OR

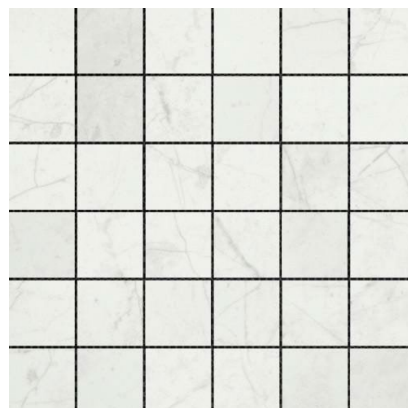
Sterling White Matte 12X24 Floor



Sterling White Polished  
12X24 - Shower Wall

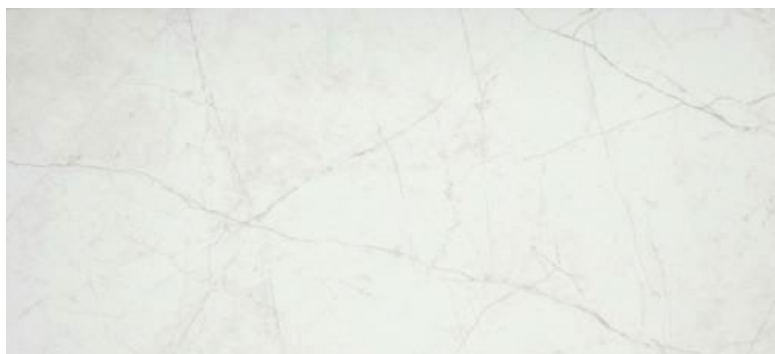


Sterling White Matte  
2" x 2" Mosaic – Shower Floor

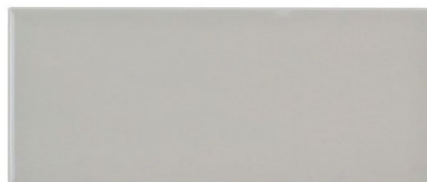


## Secondary Bathroom

Sterling White Matte 12X24 Floor



Catch Gray  
3X6 tile Tub Deck







Hand Scraped Wood Stain Selections



30" Electric Slide In Range

Over The Range Microwave

24" Dishwasher



**Bosch Stainless Steel Appliances Standard**



30" Chimney Wall Vent Hood

Stainless-Steel Built-In Microwave







30" Electric Slide In Range

Over The Range Microwave

24" Dishwasher



**Bosch Upgrade 800 Series Stainless Package**



30" Chimney Wall Vent Hood

Stainless-Steel Built-In Microwave

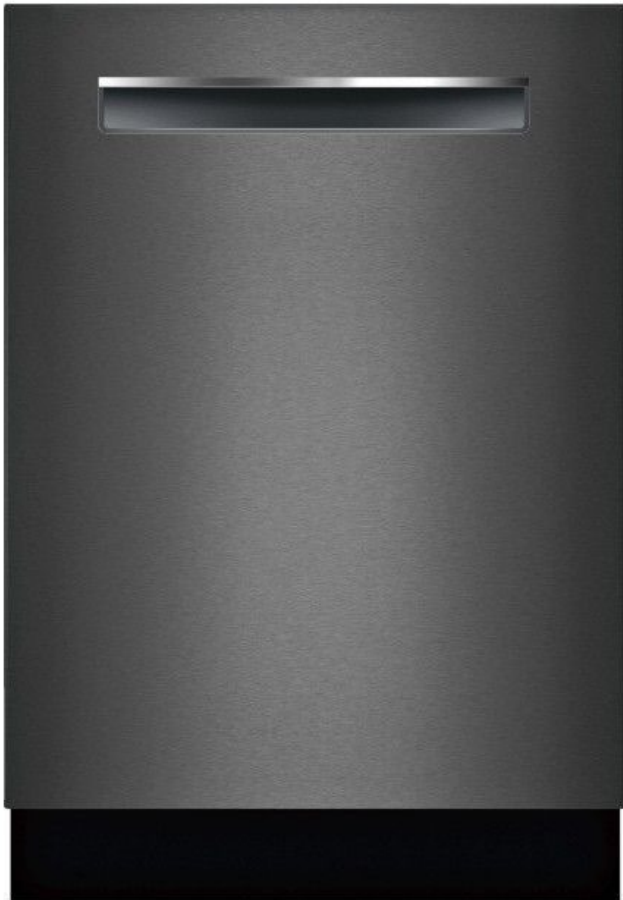




30" Electric Slide In Range

Over The Range Microwave

24" Dishwasher



**Bosch Upgrade 800 Series Black Stainless Package**



Black Stainless Steel  
30" Chimney Wall Vent Hood

Black Stainless-Steel  
Built-In Microwave





Electronic Built in Fireplace Upgrade



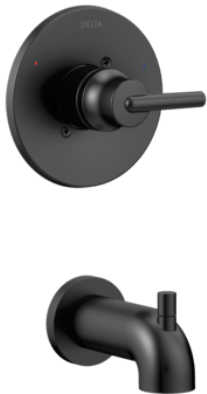
**Polished Chrome –  
Standard**



**Satin Nickel –  
Upgrade**



**Black – Upgrade**



**Polished Chrome –  
Standard**



**Satin Nickel –  
Upgrade**

**Black – Upgrade**



## Polished Chrome – Standard



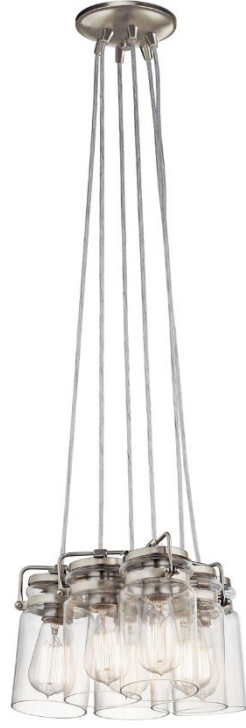
## Satin Nickel – Upgrade



## Black – Upgrade



Electrical Fixtures – Chrome



Electrical Fixtures – Satin Nickel Upgrade





Electrical Fixtures – Black Upgrade