

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**DEVELOPMENT AGREEMENT
FOR BRACHA PD**

This Development Agreement for the Bracha Planned Development Amendment (“**Agreement**”) is entered into between Sayra Carpenter and Michelle Nigaglioni (“**Developer**”), whose address for purposes of this Agreement is 122 Rose Lane, Suite 805, Frisco TX 75036 and the Town of Little Elm, Texas (“**Town**”), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. Developer and the Town are sometimes referred herein together as the “**Parties**” and individually as a “**Party**.”

Recitals:

1. Developer is the owner of approximately 1.35 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.

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. 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, 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

TOWN OF LITTLE ELM, TEXAS

a _____ company

By: _____

By: _____

Matt Mueller
Town Manager

Date: _____

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: _____

(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 Brocha company
SAM

By: Soyea Carpenter

Date: July 10th 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]

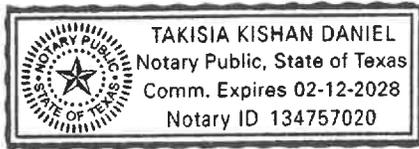
By: _____
Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS §
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COUNTY OF Denton §

Before me, the undersigned authority, on this 10 day of July, 2024, personally appeared Sayra Carpenter, 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 Bracha LLC.

[Seal]



By: Takisia Kishan Daniel
Notary Public, State of Texas

My Commission Expires: 2-12-2028

EXHIBIT A
Property Description

**METES AND BOUNDS
LOT 1, BLOCK A
BRACHA ADDITION**

WHEREAS, BRACHA, A Texas General Partnership, is the owner of a 1.585 acre tract of land out of the Henry Kendall Survey, Abstract Number 713, situated in Denton County, Texas, and being all of that certain tract of land described in a deed to BRACHA, A Texas General Partnership, as recorded in Instrument Number 2021-148212 of the Official Records of Denton County, Texas (O.R.D.C.T.), and being more particularly described by metes & bounds as follows:

BEGINNING at a capped 1/2-inch iron rod stamped “KHA” found in the South Right-of-Way line of King Road, a variable width Right-of-Way, being the Northeast corner of said BRACHA tract, the Southeast corner of a tract of land described as 'Parcel 03' in a deed to the Town of Little Elm, recorded in Document Number 2007-129634, O.R.D.C.T., the Southwest corner of tract of land described in a deed to the Town of Little Elm, recorded in Document Number 2007-129634, O.R.D.C.T., and the Northwest corner of Lot 2 in Block 1 of Little Elm Retail Addition, a subdivision recorded in Cabinet V, Page 43 of the Plat Records of Denton County, Texas (P.R.D.C.T.);

THENCE South 01 degree 00 minutes 49 seconds East, along a common line between said BRACHA tract and said Lot 2, a distance of 354.10 feet to a point in the North line of Lot 1 in Block A of Witt Tower Addition, a plat recorded in Cabinet U, Page 672, P.R.D.C.T., being the Southeast corner of said BRACHA tract and the Southwest corner of said Lot 2, from which a 3-inch metal fence corner post found for reference bears South 49 degrees 37 minutes 12 seconds West, a distance of 0.50 feet, and a capped 1/2-inch iron rod stamped “KAZ” found for reference bears South 16 degrees 11 minutes 56 seconds East, 0.68 feet; **THENCE** South 89 degrees 14 minutes 11 seconds West, along the South line of said BRACHA tract and the North line of said Witt Tower Addition, a distance of 186.27 feet to a 3-inch metal fence corner post found in said North line, being the Southwest corner of said BRACHA tract and the Southeast corner of the remainder of a tract of land described in a deed to Pamela McPartland, as recorded in Document Number 2005-87757, O.R.D.C.T.;

THENCE North 01 degree 08 minutes 26 seconds West, along the West line of said BRACHA tract and the East line of said McPartland tract, a distance of 385.47 feet to a capped 1/2-inch iron rod stamped “EAGLE SURVEYING” set in the South Right-of-Way line of King Road, being the Northwest corner of said BRACHA tract, the Southeast corner of a tract of land described as 'Parcel 05' in a deed to the Town of Little Elm, recorded in Document Number 2007-129632, O.R.D.C.T, and the Southwest corner of a tract of land described as 'Parcel 04' in a deed to the Town of Little Elm, recorded in Document Number 2007-129634, O.R.D.C.T., from which a capped 1/2-inch iron rod stamped “KAZ” found for reference bears South 02 degrees 17 minutes 41 seconds West, a distance of 1.80 feet;

THENCE South 81 degrees 15 minutes 13 seconds East, along the North line of said BRACHA tract and the South line of said Town of Little Elm Parcel 04 and said Town of Little Elm Parcel 03, a distance of 189.87 feet to the POINT OF BEGINNING, containing 1.585 acres, or 69,030 square feet of land, more or less.

EXHIBIT B

PD Ordinance

**TOWN OF LITTLE ELM
ORDINANCE NO. 1766**

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY ESTABLISHING A NEW PLANNED DEVELOPMENT – LIGHT COMMERCIAL (PD-LC) DISTRICT BASED ON LIGHT COMMERCIAL STANDARDS, WITH MODIFIED DEVELOPMENT STANDARDS TO ALLOW FOR REDEVELOPMENT OF A 1.6 ACRE PROPERTY LOCATED WEST OF THE INTERSECTION OF KING ROAD AND FM 423; 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 a Planned Development-Light Commercial (PD-LC) District based on Light Commercial district with modified development standards, on approximately 1.6 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 June 20, 2024 the Planning & Zoning Commission considered and made recommendations on Case No. PD-24-000279; and

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

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

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

SECTION 2. ZONING AMENDMENT. That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by establishing a new Planned Development-Light Commercial (PD-LC) based on Light Commercial (LC) district requirements with modified development standards, on property located west of the intersection of King Road and FM 423, within Little Elm's town limits, on approximately 1.6 acres of land more particularly described in **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The permitted standards shall be in accordance with the Light Commercial (LC), and all applicable provisions of Chapter 106 – Zoning Ordinance in general, plus as specified herein:

- a. The Zoning and Land Use Regulations, and all conditions set forth in **Exhibit B** attached hereto and made a part hereof for all purposes shall be adhered to in their entirety for the purposes of this Planned Development. In the event of conflict between the provisions of **Exhibit B** and provisions of any other exhibit, the provisions of **Exhibit B** control.
- b. Plans must be submitted for permitting for the redevelopment of Building 2 no later than 24 months after the issuance of a Certificate of Occupancy for Building 1.

SECTION 4. PLANNED DEVELOPMENT MASTER PLAN. The Concept Plan and related plans, images, and documents approved and described as **Exhibit B** attached

hereto and made a part hereof are approved. The subject property shall be improved in accordance with the plans set forth in Exhibit C.

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

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

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

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

SECTION 7. SEVERABILITY. The sections, paragraphs, sentences , phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other

section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

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

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

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

Town of Little Elm, Texas

Curtis Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

Exhibit A
Property Description

**METES AND BOUNDS
LOT 1, BLOCK A
BRACHA ADDITION**

WHEREAS, BRACHA, A Texas General Partnership, is the owner of a 1.585 acre tract of land out of the Henry Kendall Survey, Abstract Number 713, situated in Denton County, Texas, and being all of that certain tract of land described in a deed to BRACHA, A Texas General Partnership, as recorded in Instrument Number 2021-148212 of the Official Records of Denton County, Texas (O.R.D.C.T.), and being more particularly described by metes & bounds as follows:

BEGINNING at a capped 1/2-inch iron rod stamped “KHA” found in the South Right-of-Way line of King Road, a variable width Right-of-Way, being the Northeast corner of said BRACHA tract, the Southeast corner of a tract of land described as 'Parcel 03' in a deed to the Town of Little Elm, recorded in Document Number 2007-129634, O.R.D.C.T., the Southwest corner of tract of land described in a deed to the Town of Little Elm, recorded in Document Number 2007-129634, O.R.D.C.T., and the Northwest corner of Lot 2 in Block 1 of Little Elm Retail Addition, a subdivision recorded in Cabinet V, Page 43 of the Plat Records of Denton County, Texas (P.R.D.C.T.);

THENCE South 01 degree 00 minutes 49 seconds East, along a common line between said BRACHA tract and said Lot 2, a distance of 354.10 feet to a point in the North line of Lot 1 in Block A of Witt Tower Addition, a plat recorded in Cabinet U, Page 672, P.R.D.C.T., being the Southeast corner of said BRACHA tract and the Southwest corner of said Lot 2, from which a 3-inch metal fence corner post found for reference bears South 49 degrees 37 minutes 12 seconds West, a distance of 0.50 feet, and a capped 1/2-inch iron rod stamped “KAZ” found for reference bears South 16 degrees 11 minutes 56 seconds East, 0.68 feet; **THENCE** South 89 degrees 14 minutes 11 seconds West, along the South line of said BRACHA tract and the North line of said Witt Tower Addition, a distance of 186.27 feet to a 3-inch metal fence corner post found in said North line, being the Southwest corner of said BRACHA tract and the Southeast corner of the remainder of a tract of land described in a deed to Pamela McPartland, as recorded in Document Number 2005-87757, O.R.D.C.T.;

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THENCE South 81 degrees 15 minutes 13 seconds East, along the North line of said BRACHA tract and the South line of said Town of Little Elm Parcel 04 and said Town of Little Elm Parcel 03, a distance of 189.87 feet to the POINT OF BEGINNING, containing 1.585 acres, or 69,030 square feet of land, more or less.

Exhibit B
PD Exhibits

PD ORDINANCE NO. 24-000279

Prepared for:

BRACHA

Bracha Addition

Lot 1, Block A

14085 King Road, Little Elm, Texas 75068

Denton County

Prepared by:



Texas Registered Engineering Firm No. F-23290
4500 Mercantile Plaza Dr., Suite 228,
Fort Worth, TX 76137
Ph: (682) 268-2214

June 2024

**BRACHA PLANNED DEVELOPMENT DISTRICT
STATEMENT OF INTENT AND PURPOSE**

This zoning submittal encompasses approximately 1.585 acres of land situated within Denton County, more fully described on the legal description attached as Exhibit A (the “Property”). The planned development (“PD”) will allow for light commercial uses to improve the appearance of the overall community and existing structures. These elements will contribute to a mixed-use office and retail development that will significantly improve the existing use of the property, while providing a new and interactive use for the property based on its location in relation to existing thoroughfare.

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

Project Location

The proposed PD is located at 14085 King Road, West of the intersection of FM 423 and King Road. Legal Descriptions (Exhibit A) and PD Standards (Exhibit B) and Development Plans (Exhibit C) are provided. The property is surrounded by light commercial, light industrial and PD ordinance #1730.

Site Plan Required

The Site Plan attached hereto within Exhibit C, and incorporated herein by reference, demonstrates locations of the resurfaced buildings and improvements within the Property. Any amendment to the site plan approved as a part of the ordinance establishing the planned development district is a change in zoning district classification and must follow the same procedures as set forth in Section 106.04.03, except that the director of planning and development may approve minor revisions which do not alter the basic relationship of the proposed development.

GENERAL CONDITIONS FOR PD:

1. Purpose.
The primary purpose of this Planned Development is to allow for the resurfacing of the façade of existing building 1 and leaving building 2 in its existing condition. The secondary purpose (Phase II) of this Planned Development is to allow for the resurfacing of the façade of existing building 2 no later than 24 months after the issuance of CO for Phase I.
2. Use Regulations
No building, structure, land or premises will be used, and no building or structure shall hereafter be erected, constructed, reconstructed, or altered, except for one or more of the uses specified under Light Commercial in section 106.05.01(b), “schedule of uses – Non-residential”.
3. Base Zoning District
The permitted uses and standards will be in accordance with the Light Commercial District (LC) zoning as defined in the Zoning Ordinance, unless otherwise specified in the PD regulations.
4. Architectural Standards
All provisions within Sec. 106.06.05 -Architectural Standards for Commercial Structures shall be met EXCEPT as specified below:
 - (b) Design Standards.
 - (4) All buildings shall be designed and constructed in tri-partite architecture so that they have a distinct base, middle and top, separated by horizontal elements.
 - (5) All buildings shall be constructed of 100 percent masonry finishes, as outlined in table B and in the proportions illustrated in table C.

ARTICLE VI, TABLE B

EXTERIOR CATEGORIES & MATERIALS
 FOR COMMERCIAL – BRACHA ADDITION Lot 1, Block A

Categories	Materials
A	Brick, stone, or manufactured stone
B	Architectural Metals, Cast Brick, Split-face CMU, stucco, cementitious fiber board, engineered wood, tilt-wall construction
C	Wood, tile, glass, EIFS, or other materials as approved by the director
Prohibited	Plain concrete block, aggregate, vinyl, plastic

ARTICLE VI, TABLE C

Required Percentages of Exterior Materials For Commercial-
 BRACHA ADDITION Lot 1, Block A, Building 1

	Facades	Percentage Breakdown	Definition
Buildings 15,000 square feet or less	Primary	Min. 15% Group A Min. 50% Group B Max. 15% Group C	Exterior walls on public street or along an active storefront
	Secondary	Min. 15% Group A Min. 50% Group B Max. 40% Group C	Exterior walls NOT clearly visible from a public street or along an active storefront

ARTICLE VI, TABLE C*

Required Percentages of Exterior Materials For Commercial-
 BRACHA ADDITION Lot 1, Block A, Building 2

	Facades	Percentage Breakdown	Definition
Buildings 15,000 square feet or less	Primary	Min. 20% Group B Max. 15% Group C	Exterior walls on public street or along an active storefront
	Secondary	Min. 20% Group B Max. 40% Group C	Exterior walls NOT clearly visible from a public street or along an active storefront

*Resurfacing the façade of existing building 2 will follow the architectural standards as shown in this PD.

- (f) Building Articulation Design Standards. Primary facades clearly visible from a public street or along an active storefront shall meet the following minimum standards for articulation:
- (1) Horizontal articulation shall be as depicted on Exhibit C – Development Plans.
 - (2) Vertical articulation as depicted on Exhibit C – Development Plans.
- (g) Design Standards.
- (6) Building color
 - i. Building design to articulate a modern building with building materials that articulate the Bracha brand using 3-coat Stucco, Thin Brick, Glass, canopies.
 - ii. Architectural variation in volumes, towers, on main facades facing the street.
 - iii. Integrated overall design with modern use of materials with glass and taller portals at entries with signage.
 - iv. Variation on glass, storefront and window sizes, both horizontal and vertical.
 - v. Inviting, lush landscapes.
 - vi. New framed entries.
5. Site Development Standards
- 106.06.18 Commercial Landscape Requirements
- All provisions within Sec. 106.06.18 - Commercial Landscape Requirements shall be met except as specified herein and shown on the plans.
- Division 3. – Screening Walls and Fences
- All provisions within Division 3 shall be met except as specified herein and shown on the plans.
- Division 4. – Parking, Stacking, and Loading Standards
- All provisions within Division 4 shall be met except as specified herein and shown on the plans.
6. Overhead Power Standards
- 106.06.07 Architectural Standards for Specific Structures
- All provisions within Sec. 106.06.07 shall be met except 106.06.07(b)(3). Existing overhead service lead to building 2 to be installed underground, or as shown on site plan.

WAIVERS FOR PD:

1. Waiver to allow glazing below 30% on North, East, South, and West facades.
2. Waiver to allow 20' landscape setback.

Exhibit C
Development Plans

CONSTRUCTION OF CIVIL SITE WORK FOR BRACHA RETAIL - LITTLE ELM - FM 423 AND KING ROAD FOR BRACHA 14805 KING ROAD FRISCO, TEXAS 75036 DENTON COUNTY, TEXAS



OWNER

BRACHA
12342 HARVEST MEADOW DRIVE
FRISCO, TEXAS 75033-2125
TEL (214) 929-1978
CONTACT: SAYRA CARPENTER

DEVELOPER

BRACHA
12342 HARVEST MEADOW DRIVE
FRISCO, TEXAS 75033-2125
TEL (214) 929-1978
CONTACT: SAYRA CARPENTER

ARCHITECT

STUDIO MAS ARCHITECTS
10440 E NORTHWEST HIGHWAY,
SUITE 301
DALLAS, TEXAS 75238
TEL (214) 669-4684
CONTACT: SANTOS CATALAN

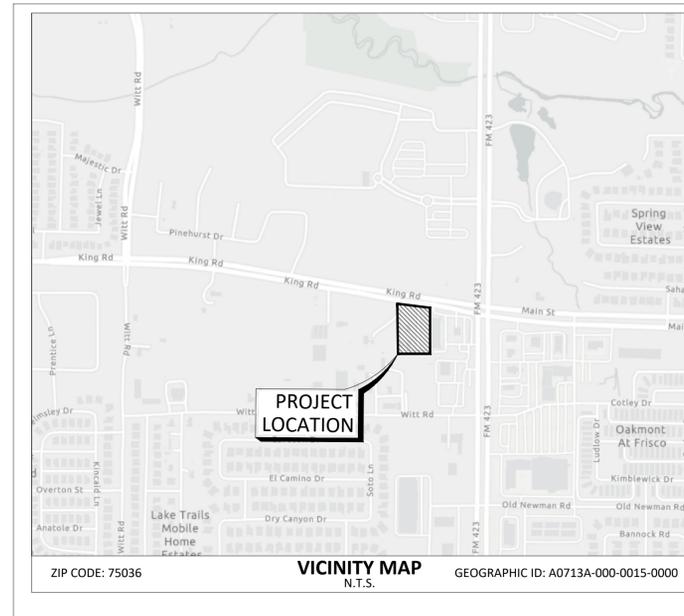
CIVIL ENGINEER

QUIDDITY ENGINEERING
4500 MERCANTILE PLAZA DRIVE,
SUITE 210
FORT WORTH, TEXAS 76137
TEL (682) 268-2200
CONTACT: RYAN J. ALCALA, PE

LANDSCAPE

AWR DESIGNS, LLC
P.O. BOX 1746
ALEDO, TEXAS 76008
TEL (512) 517-5589
CONTACT: AMANDA W. RICHARDSON

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APRIL 2024

PREPARED BY



Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290
4500 Mercantile Plaza Drive, Suite 210 Fort Worth, Texas 76137 (682) 268.2200

JOB NUMBER 28763-0001-01

INDEX OF DRAWINGS

Sheet Number	Sheet Title
C-1	COVER
C-2	FINAL PLAT - BRACHA ADDITION LOT 1, BLOCK A
C-3	TOWN OF LITTLE ELM GENERAL CONSTRUCTION NOTES (1 OF 3)
C-4	TOWN OF LITTLE ELM GENERAL CONSTRUCTION NOTES (2 OF 3)
C-5	TOWN OF LITTLE ELM GENERAL CONSTRUCTION NOTES (3 OF 3)
C-6	SITE PLAN
C-7	EXISTING CONDITIONS AND DEMOLITION PLAN
C-8	EROSION CONTROL PLAN
C-9	TOWN OF LITTLE ELM EROSION CONTROL DETAILS (1 OF 2)
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C-17	TOWN OF LITTLE ELM BARRIER FREE RAMP DETAILS (2 OF 2)
C-18	TOWN OF LITTLE ELM MEDIUM AND SIDEWALK STAMPED CONCRETE DETAILS
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C-26	TOWN OF LITTLE ELM MISCELLANEOUS DETAILS (1 OF 2)
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A1-03	BUILDING 1 ELEVATIONS
A1-04	BUILDING 2 ELEVATIONS

INTERIM REVIEW
Not intended for construction,
bidding or permit purposes.
Engineer: RYAN J. ALCALA, P.E.
P.E. Serial No.: 137823
Date: APRIL 2024

ACCORDING TO MAP NO. 48121C0420G OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR DENTON COUNTY DATED APRIL 18, 2011, THE SUBJECT TRACT IS SITUATED WITHIN: NON-SHADED ZONE "X"; DEFINED AS AREA OF MINIMAL FLOOD HAZARD.

No.	Date	REVISIONS	App.

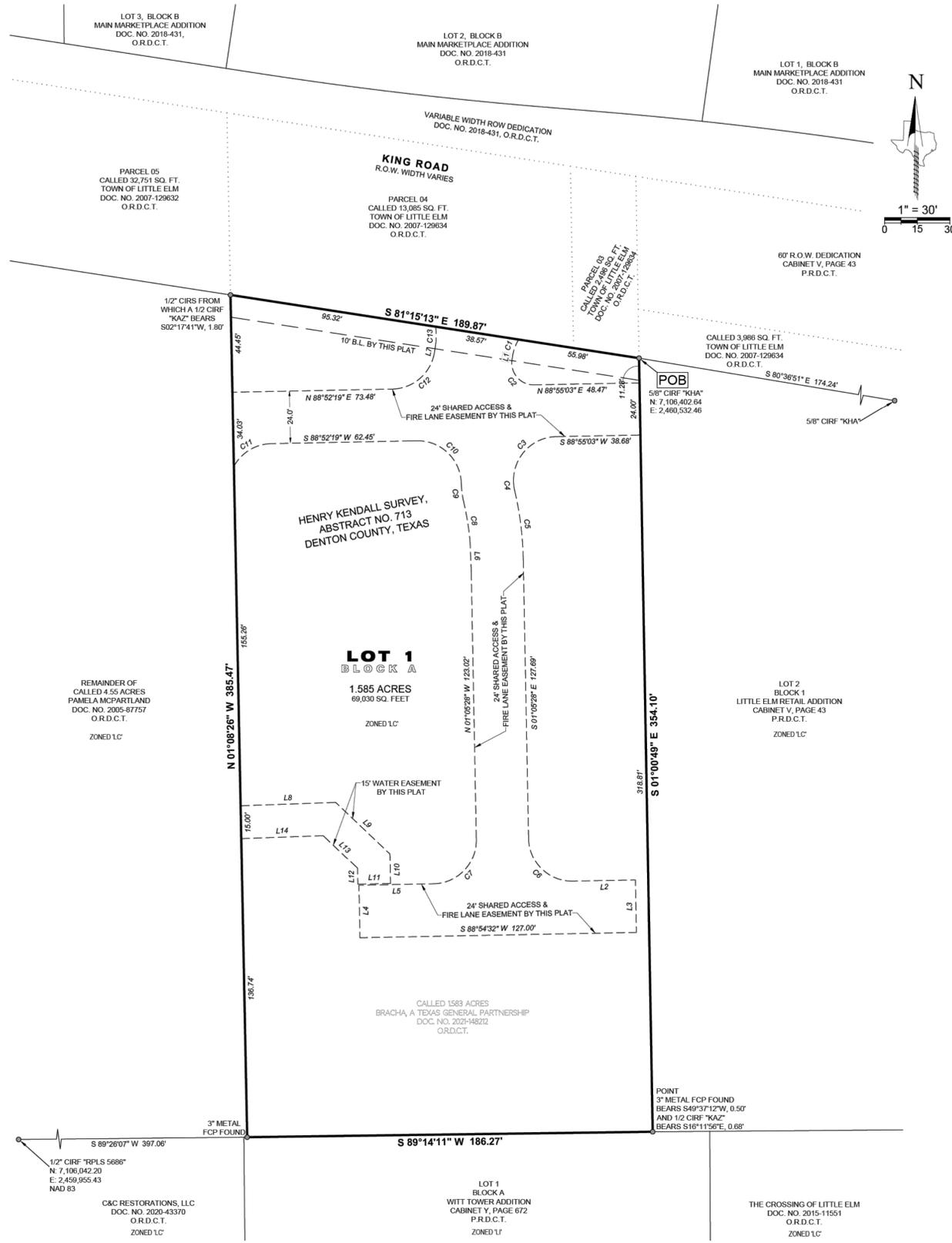
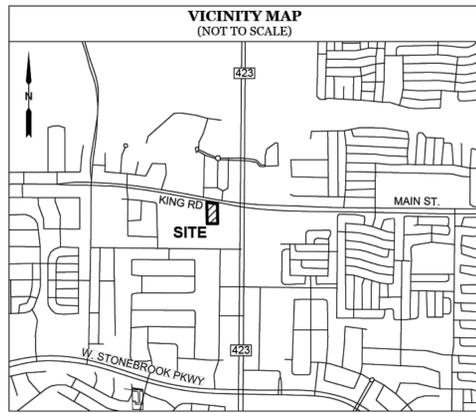
SHEET NO.

OF C-27 **C-1**

CIVIL SITE WORK - BRACHA RETAIL - LITTLE ELM - FM 423 AND KING ROAD

QUIDDITY
FORT WORTH, TEXAS
JOB NUMBER 28763-0001-01

© 2024 Quiddity



OWNER'S ACKNOWLEDGEMENT & DEDICATION

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS, BRACHA, A Texas General Partnership, is the owner of a 1.585 acre tract of land out of the Henry Kendall Survey, Abstract Number 713, situated in Denton County, Texas, and being all of that certain tract of land described in a deed to BRACHA, A Texas General Partnership, as recorded in Instrument Number 2021-148212 of the Official Records of Denton County, Texas (O.R.D.C.T.), and being more particularly described by metes & bounds as follows:

RECORDS at a capped 1/2-inch iron rod stamped "KHA" found in the South Right-of-Way line of King Road, a variable width Right-of-Way, being the Northeast corner of said BRACHA tract, the Southeast corner of a tract of land described as "Parcel 03" in a deed to the Town of Little Elm, recorded in Document Number 2007-129634, O.R.D.C.T., the Southwest corner of a tract of land described in a deed to the Town of Little Elm, recorded in Document Number 2007-129634, O.R.D.C.T., and the Northwest corner of Lot 2 in Block 1 of Little Elm Retail Addition, a subdivision recorded in Cabinet V, Page 43 of the Plat Records of Denton County, Texas (P.R.D.C.T.);

THENCE South 01 degree 00 minutes 49 seconds East, along a common line between said BRACHA tract and said Lot 2, a distance of 354.10 feet to a point in the North line of Lot 1 in Block A of Witt Tower Addition, a plat recorded in Cabinet U, Page 672, P.R.D.C.T., being the Southeast corner of said BRACHA tract and the Southwest corner of said Lot 2, from which a 3-inch metal fence corner post found for reference bears South 49 degrees 37 minutes 12 seconds West, a distance of 0.50 feet, and a capped 1/2-inch iron rod stamped "KAZ" found for reference bears South 16 degrees 11 minutes 56 seconds East, 0.68 feet;

THENCE South 89 degrees 14 minutes 11 seconds West, along the South line of said BRACHA tract and the North line of said Witt Tower Addition, a distance of 186.27 feet to a 3-inch metal fence corner post found in said North line, being the Southwest corner of said BRACHA tract and the Southeast corner of the remainder of a tract of land described in a deed to Pamela McPartland, as recorded in Document Number 2005-87757, O.R.D.C.T.;

THENCE North 01 degree 08 minutes 26 seconds West, along the West line of said BRACHA tract and the East line of said McPartland tract, a distance of 385.47 feet to a capped 1/2-inch iron rod stamped "EAGLE SURVEYING" set in the South Right-of-Way line of King Road, being the Northwest corner of said BRACHA tract, the Southeast corner of a tract of land described as "Parcel 05" in a deed to the Town of Little Elm, recorded in Document Number 2007-129632, O.R.D.C.T., and the Southwest corner of a tract of land described as "Parcel 04" in a deed to the Town of Little Elm, recorded in Document Number 2007-129634, O.R.D.C.T., from which a capped 1/2-inch iron rod stamped "KAZ" found for reference bears South 02 degrees 17 minutes 41 seconds West, a distance of 1.80 feet;

THENCE South 81 degrees 15 minutes 13 seconds East, along the North line of said BRACHA tract and the South line of said Town of Little Elm Parcel 04 and said Town of Little Elm Parcel 03, a distance of 189.87 feet to the POINT OF BEGINNING, containing 1.585 acres, or 69,030 square feet of land, more or less.

- GENERAL NOTES**
- The subject property lies within Non-Shaded Zone X according to Community Panel No. 48121C0420G, dated April 18, 2011, and is located in the Town of Little Elm, Community Number 481152 of the National Flood Insurance rate Maps for Denton County, Texas. The location of the Flood Zone shown hereon is approximate. For additional information regarding flood zone designation, please contact 1-(877) FEMA MAP.
 - The purpose of this plat is to create one (1) lot of record from an unplatted tract of land.
 - Minimum finished floor elevations are at least 2 feet above the 100 year flood plain.
 - The grid coordinates shown on this plat are based on GPS observations utilizing the AllTerra RTK Network - North American Datum of 1983 (Adjustment Realization 2011). Texas North Central Zone (4202).
 - Notice - selling a portion of this addition by metes and bounds is a violation of Town ordinance and state law and is subject to fines and withholding of utilities and building permits.
 - All interior property corners are marked with a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" unless noted otherwise.
 - The bearings shown on this plat are based on GPS observations utilizing the AllTerra RTK Network - North American Datum of 1983 (Adjustment Realization 2011).
 - This property may be subject to charges related to impact fees and the applicant should contact the Town regarding any applicable fees due.
 - All lots comply with the minimum size requirements of the zoning district.
 - This plat does not alter or remove existing deed restrictions, if any, on this property.
 - The subject property shown hereon is zoned LC (Light Commercial) per Town of Little Elm Zoning.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

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

OWNER: BRACHA

BY: _____ Date _____
Sayra Carpenter

STATE OF TEXAS §
COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this _____ day of _____, 2024.

Notary Public in and for the State of Texas

CERTIFICATE OF SURVEYOR

STATE OF TEXAS §
COUNTY OF DENTON §

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

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

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

STATE OF TEXAS §
COUNTY OF DENTON §

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

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this _____ day of _____, 2024.

Notary Public in and for the State of Texas

LINE	BEARING	DISTANCE
L1	S 08°41'33" W	1.31'
L2	N 88°54'32" E	26.71'
L3	S 01°05'28" E	24.00'
L4	N 01°05'28" W	24.00'
L5	N 88°54'32" E	34.29'
L6	N 02°20'07" W	13.21'
L7	N 08°41'33" E	3.26'
L8	S 87°57'56" W	43.70'
L9	N 46°33'46" W	34.54'
L10	N 01°05'28" W	13.61'
L11	N 88°54'32" E	15.00'
L12	S 01°05'28" E	7.32'
L13	S 46°33'46" E	21.76'
L14	N 01°57'56" E	37.64'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	8.45'	21.50'	22°30'42"	S 19°31'14" W	8.30'
C2	17.41'	10.00'	89°46'30"	S 41°12'42" E	15.30'
C3	30.92'	20.00'	97°22'10"	S 65°12'24" W	27.64'
C4	5.14'	20.00'	14°43'53"	S 05°42'13" E	5.13'
C5	31.80'	150.00'	12°08'42"	S 07°08'49" E	31.74'
C6	31.47'	19.851'	90°23'53"	S 46°10'31" E	26.30'
C7	31.39'	20.00'	89°58'06"	N 43°46'29" E	26.27'
C8	18.41'	126.00'	8°16'43"	N 08°05'46" W	18.19'
C9	8.57'	44.00'	11°52'54"	N 07°27'52" W	8.85'
C10	31.22'	20.00'	89°26'24"	N 48°24'27" W	26.15'
C11	20.87'	20.00'	89°25'07"	S 84°45'46" W	20.03'
C12	27.99'	20.00'	89°10'46"	N 48°46'58" E	25.76'
C13	8.32'	35.00'	13°36'44"	N 00°06'56" W	8.30'

LEGEND

POB	=POINT OF BEGINNING
IRF	=IRON ROD FOUND
CIRF	=CAPPED IRON ROD FOUND
CIRS	=CAPPED IRON ROD SET
FCP	=FENCE CORNER POST
DOC. NO.	=DOCUMENT NUMBER
P.R.D.C.T.	=PLAT RECORDS, DENTON COUNTY, TEXAS
O.R.D.C.T.	=OFFICIAL RECORDS, DENTON COUNTY, TEXAS

CERTIFICATE OF FINAL APPROVAL

APPROVED _____ Date _____

Town Official _____
Town of Little Elm, Texas

The undersigned, the Town Secretary of the Town of Little Elm, Texas, hereby certifies that the foregoing Final Plat of the BRACHA ADDITION Subdivision or Addition to the Town of Little Elm was submitted to the Planning and Zoning Commission on the _____ day of _____, 2024, and the Commission, by formal action, then and there accepted the Final Plat and hereby authorizes the developer to proceed with the construction of public works improvements and infrastructure as indicated on the accompanying construction plans, and said Commission further authorizes the Town Official to note the acceptance thereof by signing his/her name as hereinabove subscribed.

Witness by hand this _____ day of _____, 2024.

Town Secretary
Town of Little Elm, Texas

Project	2310.020	<p>EAGLE SURVEYING, LLC 222 S. Elm Street, Suite: 200 Denton, TX 76201 (940) 222-3009 TX Firm #10194177</p>
Date	02/19/2024	
Drafter	DJJ	

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

OWNER
BRACHA, A Texas General Partnership
Contact: Sayra Carpenter
sayra@wearbracha.com
12342 Harvest Meadow Drive
Frisco, Texas 75033
(214) 929-1978

FINAL PLAT
BRACHA ADDITION
LOT 1, BLOCK A

BEING 1.585 ACRES OF LAND OUT OF THE
HENRY KENDALL SURVEY, ABSTRACT NO. 713
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

DATE OF PREPARATION: 02/19/2024

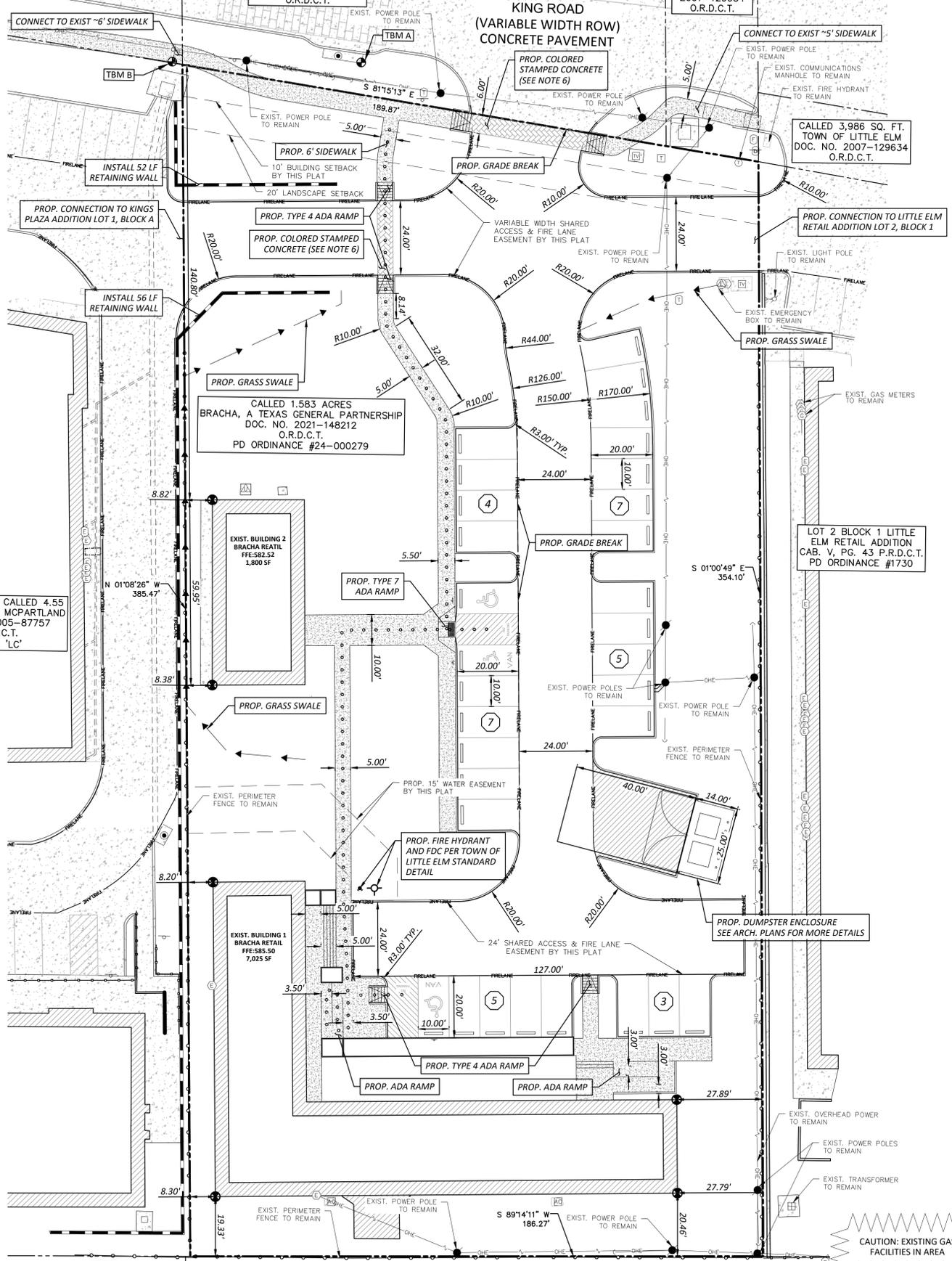
SITE DATA BASED ON BRACHA RETAIL PROPOSED DEVELOPMENT BRACHA ADDITION LOT 1, BLOCK A		
GENERAL		
EXISTING ZONING:	LIGHT COMMERCIAL (LC)	
PROPOSED ZONING:	PLANNED DEVELOPMENT (PD)	
CURRENT USE:	VACANT	
PROPOSED USE:	OFFICE RETAIL	
OVERALL SITE		
GROSS SITE AREA:	1.585 ACRES (69,030 SQUARE FEET)	
SITE FRONTAGE:	189 FEET	
SITE WIDTH:	189 FEET	
SITE DEPTH:	385 FEET	
IMPERVIOUS COVER:	36,767 SQUARE FEET (0.844 ACRES)	
PERVIOUS COVER:	32,263 SQUARE FEET (0.741 ACRES)	
BUILDING DATA		
BUILDING 1 AREA:	7,025 SQUARE FEET	
BUILDING 2 AREA:	1,800 SQUARE FEET	
BUILDING 1 HEIGHT:	16 FEET (1 STORY)	
BUILDING 2 HEIGHT:	14.67 FEET (1 STORY)	
BUILDING COVERAGE:	12.78%	
FLOOR:AREA RATIO	12.78%	
PROPERTY DEVELOPMENT REGULATIONS		
	REQUIRED	PROPOSED
FRONT SETBACK:	20 FEET	132 FEET
SIDE SETBACK:	0 FEET	8 FEET
REAR SETBACK:	0 FEET	19 FEET
LANDSCAPE AREA:	1,463 SQFT (10%)	3,195 SQFT (21.8%)
PARKING SPACE RATIO:	1/300 SF	1/285 SF
PARKING SPACE:	30 SPACES	31 SPACES
ADA PARKING SPACES:	2 SPACE	3 SPACES

PARCEL 05
CALLED 32,751 SQ. FT.
TOWN OF LITTLE ELM
DOC. NO. 2007-129632
O.R.D.C.T.

PARCEL 04
CALLED 13,085 SQ. FT.
TOWN OF LITTLE ELM
DOC. NO. 2007-129634
O.R.D.C.T.

PARCEL 03
CALLED 2,496
SQ. FT.
TOWN OF LITTLE
ELM
DOC. NO.
2007-129634
O.R.D.C.T.

REMAINDER OF CALLED 4.55
ACRES PAMELA MCPARTLAND
DOC. NO. 2005-87757
O.R.D.C.T.
ZONED 'LC'



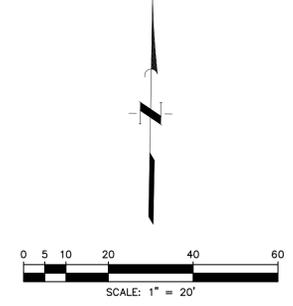
BENCHMARK
ALL ELEVATIONS AND BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS UTILIZING THE ALLTERA RTK NETWORK, NAVD (88) DATUM, (GEOID 12B)

TBM A
BEING AN "X" CUT ON TOP OF AN EXISTING 10 FOOT CURB INLET LOCATED ON THE WEST SIDE OF THE DRIVEWAY ENTRANCE FROM KING ROAD, APPROXIMATELY 58.14 FEET EAST AND 1.47 FEET NORTH OF THE NORTHWEST CORNER OF THE SUBJECT TRACT.
ELEVATION 579.81 FEET, NAVD 88.

TBM B
BEING AN "X" CUT ON THE EDGE OF THE TOP OF THE SOUTHWEST CORNER OF EXISTING SIDEWALK LOCATED NORTHWEST OF THE SUBJECT TRACT, APPROXIMATELY 3.29 FEET WEST AND 0.92 FEET NORTH OF THE NORTHWEST CORNER OF THE SUBJECT TRACT.
ELEVATION 578.65 FEET, NAVD 88.

100-YEAR FLOOD PLAIN
ACCORDING TO MAP NO. 48321C0420G OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR DENTON COUNTY DATED APRIL 18, 2011, THE SUBJECT TRACT IS LOCATED IN NON-SHADED ZONE "X"; DEFINED AS AREA OF MINIMAL FLOOD HAZARD.

IF NECESSARY, CONTRACTOR TO SET NEW BENCHMARKS PRIOR TO DEMOLITION.



LEGEND

- PROPERTY LINE
- PROP. GRADE BREAK
- PROP. FIRE LANE
- PROP. TYPE 4 BARRIER FREE CURB RAMP
- PROP. TYPE 7 BARRIER FREE CURB RAMP
- PARKING COUNT
- ADA ROUTE
- BUILDING CORNERS
- EXIST. SIDEWALK
- PROP. SIDEWALK
- EXIST. RETAINING WALL
- EXIST. OVERHEAD POWER

NOTES

1. ALL DIMENSIONS ARE SHOWN PERPENDICULAR AND TO THE FRONT OF THE CURB UNLESS OTHERWISE NOTED.
2. ALL CURB IS PERMANENT UNLESS NOTED OTHERWISE.
3. SEE ARCHITECT PLANS FOR EXACT BUILDING DIMENSIONS. CONTRACTOR TO NOTIFY ENGINEER OF ANY DISCREPANCIES.
4. CONTRACTOR TO USE CARE NOT TO DISTURB EXISTING LANDSCAPING OUTSIDE DISTURBED AREA. IF DISTURB CONTRACTOR TO RESTORE TO ORIGINAL CONDITIONS OR BETTER.
5. CONTRACTOR TO VERIFY THE LOCATION OF EXISTING UTILITIES.
6. PROPOSED COLORED STAMPED CONCRETE TO BE THE SAME DEPTH/CONSTRUCTION AS FIRE LANE RATED PAVEMENT.

OWNER
BRACHA
12342 HARVEST MEADOW DRIVE
FRISCO, TX 75033-2125
TEL (214) 929-1978
CONTACT: SAYRA CARPENTER

ENGINEER
QUIDDITY, INC.
4500 MERCANTILE PLAZA DRIVE
SUITE 210
FORT WORTH, TEXAS 76137
TEL (972) 265-7190
CONTACT: RYAN ALCALA, PE

CAUTION: OVERHEAD ELECTRIC
CONTRACTOR SHALL EXERCISE CAUTION DURING EXCAVATION, CONSTRUCTION AND ALL ACTIVITIES ON SITE AND STAY AWAY FROM ALL OVERHEAD POWER. CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS DEALING WITH CLEARANCES AND CONSTRUCTION ACTIVITIES.

CONTRACTOR TO VERIFY ELEVATION AND LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY NEW CONSTRUCTION
**TEXAS811 NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!**
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Texas811 or 1-800-545-6005

App. No. Date

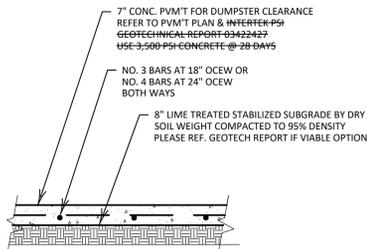
REVISIONS

INTERIM REVIEW
Not intended for construction, bidding or permit purposes.
Engineer: RYAN J. ALCALA
P.E. Serial No.: 137832
Date: JUNE 2024

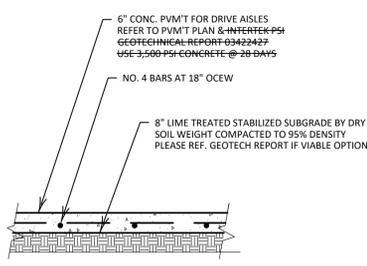
BRACHA RETAIL - LITTLE ELM - FM 423 AND KING ROAD
14085 KING ROAD, FRISCO, TX 75096

SITE PLAN
LOT 1, BLOCK A
BRACHA ADDITION
1.585 ACRES
FRISCO, TX 75096

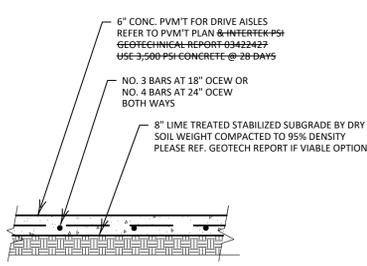
SHEET NO.
C-6



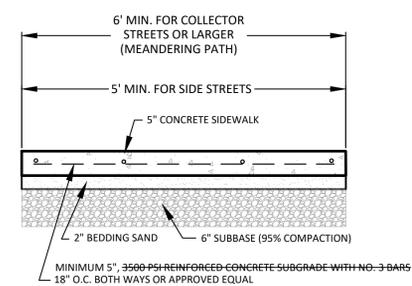
7" CONCRETE PAVEMENT
N.T.S.



6" CONCRETE FIRE LANE PAVEMENT
N.T.S.



6" CONCRETE PAVEMENT
N.T.S.



SIDEWALK DETAIL
N.T.S.

- SIDEWALK NOTES:**
1. PROVIDE 1/2" EXPANSION JOINT WHERE NEW SIDEWALK ABUTS EXISTING SIDEWALK AND AT 100' INTERVALS
 2. PROVIDE 1/2" W x 1/2" D SAWCUT JOINTS AT 5' INTERVALS
 3. BEDDING SAND SHALL CONFORM TO THE GRADING REQUIREMENTS OF ASTM C33 AS SHOWN IN TABLE 1.
 4. SIDEWALK TO CONFORM TO ALL A.D.A. AND TEXAS ACCESSIBILITY STANDARDS (TAS)
 5. MAXIMUM GRADE LESS THAN FIVE PERCENT (5%).
 6. CROSS SLOPE MAXIMUM IS ONE AND ONE HALF PERCENT (1.5%)
 7. SIDEWALKS OR TRAILS 8' OR WIDER MUST BE AT LEAST 6" THICK WITH NO BEDDING SAND
 8. SIDEWALKS CONSTRUCTED ON PRIVATE PROPERTY MAY BE 4" THICK CONCRETE

PARCEL 05
CALLED 32,751 SQ. FT.
TOWN OF LITTLE ELM
DOC. NO. 2007-129632
O.R.D.C.T.

PARCEL 04
CALLED 13,085 SQ. FT.
TOWN OF LITTLE ELM
DOC. NO. 2007-129634
O.R.D.C.T.

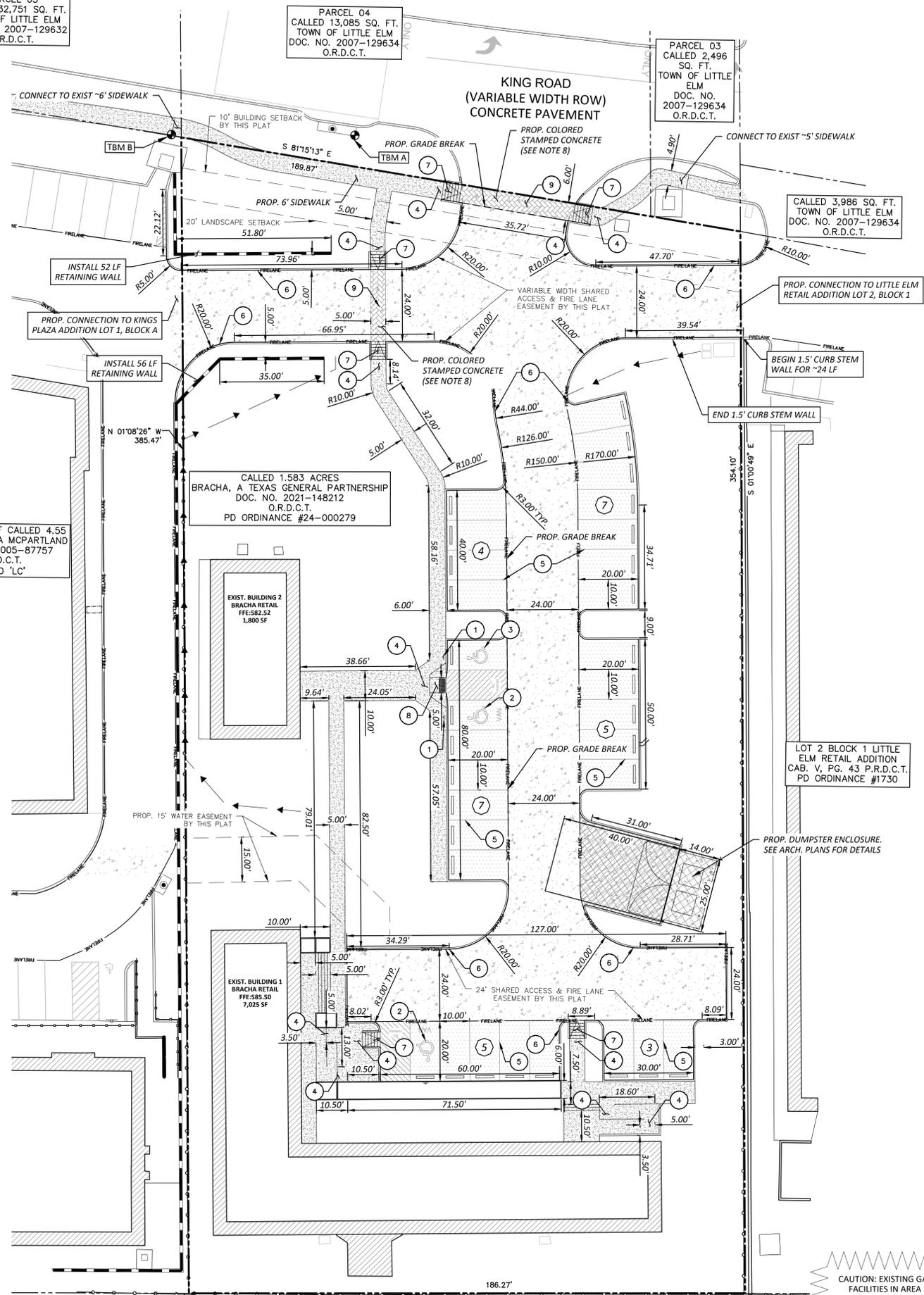
PARCEL 03
CALLED 2,496 SQ. FT.
TOWN OF LITTLE ELM
DOC. NO. 2007-129634
O.R.D.C.T.

CALLED 3,986 SQ. FT.
TOWN OF LITTLE ELM
DOC. NO. 2007-129634
O.R.D.C.T.

REMAINDER OF CALLED 4.55 ACRES
PAMELA MCPARTLAND
DOC. NO. 2005-87757
O.R.D.C.T.
ZONED 'LC'

CALLED 1.583 ACRES
BRACHA, A TEXAS GENERAL PARTNERSHIP
DOC. NO. 2021-148212
O.R.D.C.T.
PD ORDINANCE #24-000279

LOT 2 BLOCK 1 LITTLE ELM RETAIL ADDITION
CAB. V, PG. 43 P.R.D.C.T.
PD ORDINANCE #1730

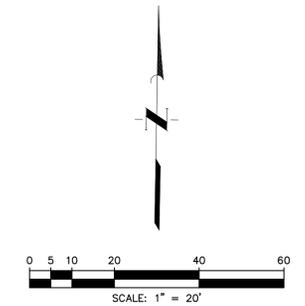


BENCHMARK
ALL ELEVATIONS AND BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS UTILIZING THE ALLTERA RTK NETWORK. NAVD (88) DATUM, (GEOID 12B)

TBM A
BEING AN "X" CUT ON TOP OF AN EXISTING 10 FOOT CURB INLET LOCATED ON THE WEST SIDE OF THE DRIVEWAY ENTRANCE FROM KING ROAD, APPROXIMATELY 58.14 FEET EAST AND 1.47 FEET NORTH OF THE NORTHWEST CORNER OF THE SUBJECT TRACT.
ELEVATION 579.81 FEET, NAVD 88.

TBM B
BEING AN "X" CUT ON THE EDGE OF THE TOP OF THE SOUTHWEST CORNER OF EXISTING SIDEWALK LOCATED NORTHWEST OF THE SUBJECT TRACT, APPROXIMATELY 3.29 FEET WEST AND 0.92 FEET NORTH OF THE NORTHWEST CORNER OF THE SUBJECT TRACT.
ELEVATION 578.65 FEET, NAVD 88.

100-YEAR FLOOD PLAIN
ACCORDING TO MAP NO. 48321C0420G OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR DENTON COUNTY DATED APRIL 18, 2011, THE SUBJECT TRACT IS LOCATED IN NON-SHADED ZONE "X"; DEFINED AS AREA OF MINIMAL FLOOD HAZARD.
IF NECESSARY, CONTRACTOR TO SET NEW BENCHMARKS PRIOR TO DEMOLITION.



KEY NOTES

1. PROP. ADA HANDICAP VAN ACCESSIBLE SIGN, TYP.
2. PROP. ADA HANDICAP VAN PARKING SPACE, TYP.
3. PROP. ADA HANDICAP STANDARD PARKING SPACE, TYP.
4. PROP. ADA LANDING PAD
5. PROP. 4" PAINTED WHITE PARKING STRIPE PER TOWN OF LITTLE ELM MANUAL, TYP.
6. PROP. 6" CONCRETE CURB, TYP.
7. PROP. TYPE 4 BARRIER FREE CURB RAMP CONSTRUCTED PER TOWN OF LITTLE ELM (1:12 MAX.)
8. PROP. TYPE 7 BARRIER FREE CURB RAMP CONSTRUCTED PER TOWN OF LITTLE ELM (1:12 MAX.)
9. PROP. COLORED STAMPED CONCRETE CROSSWALK/ACCESS AISLE PER TOWN OF LITTLE ELM DETAIL

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- PROP. FIRE LANE
- PROP. GRADE BREAK
- PROP. 7" REINFORCED CONCRETE
- PROP. 6" FIRE LANE RATED REINFORCED CONCRETE
- PROP. 6" FIRE LANE RATED COLORED STAMPED REINFORCED CONCRETE
- PROP. 5" REINFORCED CONCRETE
- PROP. 5" REINFORCED CONCRETE SIDEWALK
- PARKING COUNT

NOTES

1. ALL DIMENSIONS ARE SHOWN PERPENDICULAR AND TO THE FRONT OF THE CURB UNLESS OTHERWISE NOTED.
2. ALL PROPOSED CURBS, INCLUDING ISLANDS, SHALL BE 6", UNLESS NOTED OTHERWISE.
3. ALL CURB IS PERMANENT UNLESS NOTED OTHERWISE.
4. SEE ARCHITECT PLANS FOR EXACT BUILDING DIMENSIONS. CONTRACTOR TO NOTIFY ENGINEER OF ANY DISCREPANCIES.
5. CONCRETE SHOULD HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 3,500 PSI.
6. THE DESIGN OF THE STEEL REINFORCEMENT SHOULD BE IN ACCORDANCE WITH ACCEPTED CODES IN ASTM A615
7. GEOTECHNICAL ENGINEERING REPORT NUMBER WILL BE PROVIDED WHEN RECEIVED.
8. PROPOSED COLORED STAMPED CONCRETE TO BE THE SAME DEPTH/CONSTRUCTION AS FIRE LANE RATED PAVEMENT.

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REVISIONS

No.	Date

QUIDDITY
4100 Westland of Professional Engineers and Land Surveyors, Inc. No. 22020
4100 Westland of Professional Engineers and Land Surveyors, Inc. No. 22020
4100 Westland of Professional Engineers and Land Surveyors, Inc. No. 22020

SCALE: AS SHOWN
DATE: APRIL 2024
JOB NO.: 28763-0001-01

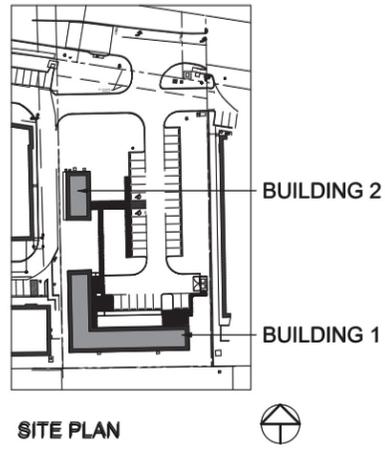
DESIGNED BY: CPZ
CHECKED BY: RJA
DRAWN BY: AM

INTERIM REVIEW
Not intended for construction, bidding or permit purposes.
Engineer: RYAN J. ALCALA
P.E. Serial No.: 137832
Date: APRIL 2024

BRACHA RETAIL - LITTLE ELM - FM 423 AND KING ROAD
14085 KING ROAD, FRISCO, TX 75086

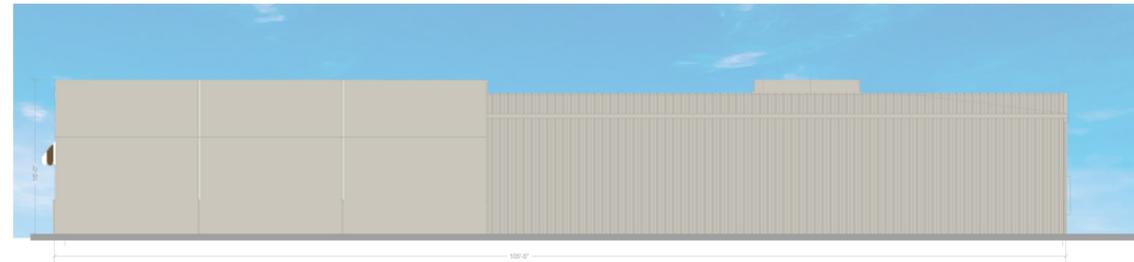
DIMENSION CONTROL AND PAVING PLAN

SHEET NO. **C-11**
OF C-27



MATERIAL CALCULATIONS TABLE

ELEVATION	GLAZING	STUCCO	CORRUGATED MTL PANEL SW IRON ORE	MASONRY	SIDING	TOTAL AREA
BUILDING 1 NORTH ELEVATION	200 SF (10%)	1183 SF (59%)	150 SF (8%)	456 SF (23%)		1989 SF
BUILDING 1 SOUTH ELEVATION	70 SF (4%)		1752 SF (96%)			1822 SF
BUILDING 1 EAST ELEVATION	300 SF (24%)	156 SF (12%)	420 SF (33%)	300 SF (24%)	94 SF (7%)	1,270 SF
BUILDING 1 WEST ELEVATION		715 SF (49%)	730 SF (51%)			1,445F
BUILDING 2 NORTH ELEVATION	104 SF (16%)	160 SF (26%)	35 SF (6%)	205 SF (33%)	120 SF (19%)	624 SF
BUILDING 2 SOUTH ELEVATION			296 SF (73%)	108 SF (27%)		404 SF
BUILDING 2 EAST ELEVATION	358 SF (42%)		160 SF (19%)	337 SF (39%)		855 SF
BUILDING 2 WEST ELEVATION			439 SF (60%)	171 SF (23%)	121 SF (17%)	731 SF



4 BUILDING 1 WEST ELEVATION
SCALE: 1/8" = 1'-0"



3 BUILDING 1 EAST ELEVATION
SCALE: 1/8" = 1'-0"



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

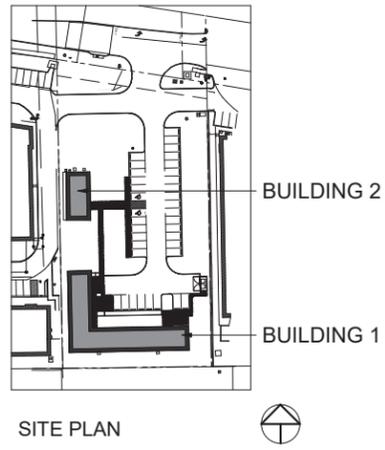


1 BUILDING 1 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

BUILDING 1 ELEVATION

BRACHA MIXED-USED HEADQUARTERS

JUNE 20, 2024



MATERIAL CALCULATIONS TABLE

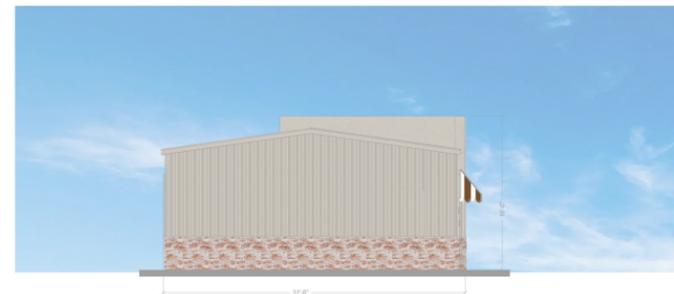
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4 BUILDING 2 EAST ELEVATION
SCALE: 1/8" = 1'-0"



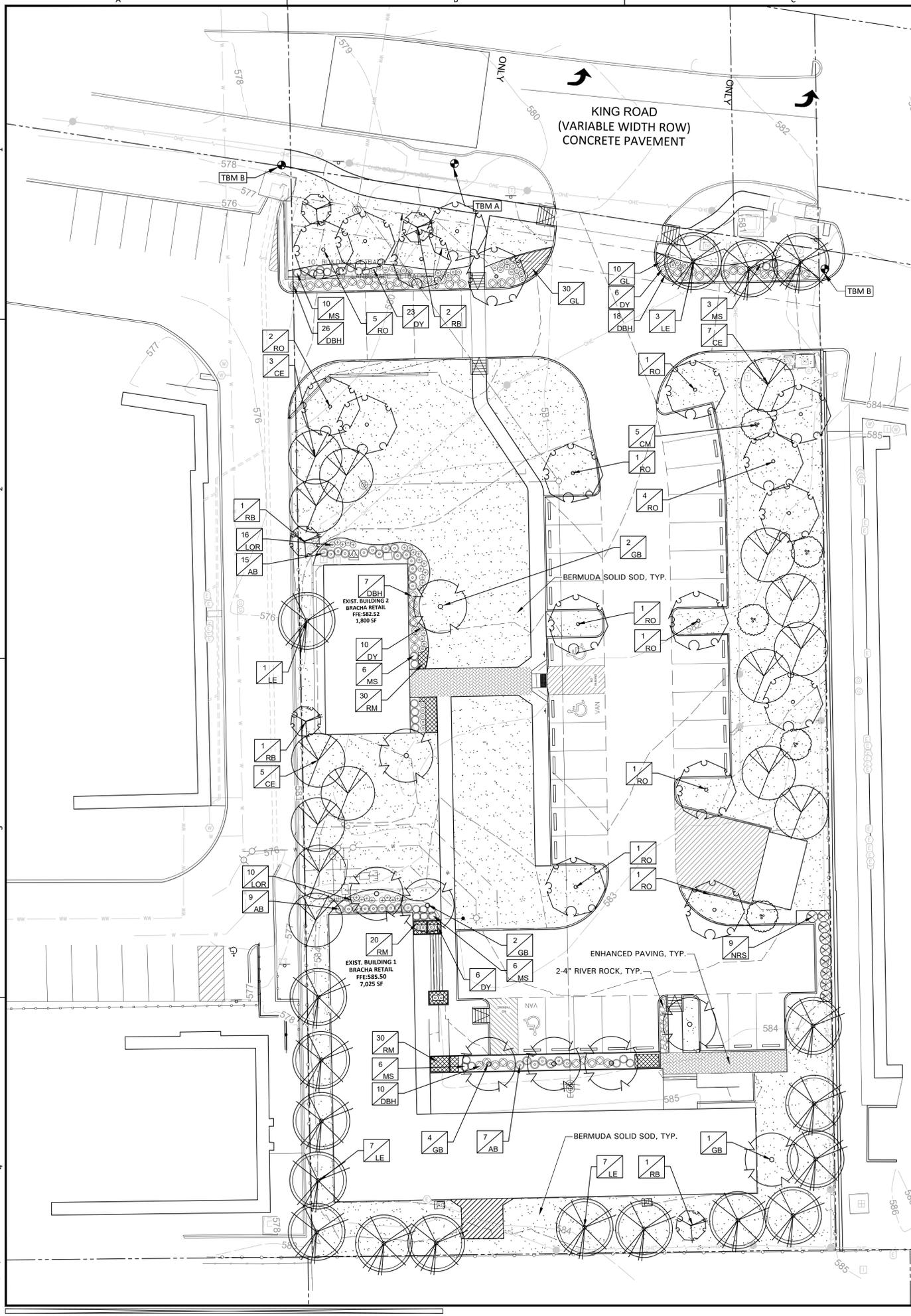
3 BUILDING 2 WEST ELEVATION
SCALE: 1/8" = 1'-0"



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



1 BUILDING 2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



LANDSCAPE TABULATIONS for LITTLE ELM, TEXAS	
REQUIRED	PROVIDED
1463 s.f. (10%)	3195 s.f. (21.8%)
4 trees	7 trees, 3" cal. (trees will have a canopy larger than 30')

PERIMETER LANDSCAPE REQUIREMENTS	
REQUIRED	PROVIDED
screening	screening - 36" at the time of planting
King Road - 190 l.f.	8 shade trees 2 ornamental trees
West property line - 386 l.f.	15 shade trees 2 ornamental trees
South property line - 186 l.f.	7 trees 1 ornamental trees
East property - 354 l.f.	14 shade trees 2 ornamental trees

POINT SYSTEM	
REQUIRED	PROVIDED
25 points	5 points - enhanced landscape 5 points - open space greater 5 points - enhanced hardscape (pavers) 5 points - enhanced buffers

- GENERAL LAWN NOTES**
- CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER
 - LAWN AREAS SHALL BE LEFT 1' BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION
 - CONTRACTOR TO FIND GRADE AREAS TO ACHIEVE FINAL CONTOURS AS SHOWN ON CIVIL DRAWINGS. POSITIVE DRAINAGE SHALL BE PROVIDED AWAY FROM ALL BUILDINGS. ROUNDING AT TOP AND BOTTOM OF SLOPES SHALL BE PROVIDED AND IN OTHER BREAKS IN GRADE, CORRECT AREAS WHERE STANDING WATER MAY OCCUR.
 - ALL LAWN AREAS SHALL BE FINE GRADED. IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
 - CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" IN DIAMETER AND LARGER. REMOVE ALL DIRT CLOUDS, STICKS, CONCRETE SPILLS, TRASH ETC PRIOR TO PLACING TOPSOIL AND GRASS INSTALLATION.
 - CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE.
 - CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT IF NECESSARY.
- SOLID SOD:**
- SOLID SOD SHALL BE PLACED ALONG ALL IMPERVIOUS EDGES, AT A MINIMUM THIS SHALL INCLUDE CURBS, WALKS, INLETS, MANHOLES AND PLANTING BED AREAS. SOD SHALL COVER OTHER AREAS COMPLETELY AS INDICATED BY PLAN.
 - SOD SHALL BE STRONGLY ROOTED DROUGHT RESISTANT SOD, NOT LESS THAN 2 YEARS OLD, FREE OF WEEDS AND UNDESIRABLE NATIVE GRASS AND MACHINE CUT TO PAD THICKNESS OF 3/4" (+/-1/4"), EXCLUDING TOP GROWTH AND THATCH.
 - LAY SOD BY HAND TO COVER INDICATED AREAS COMPLETELY, ENSURING EDGES ARE TOUCHING WITH TIGHTLY FITTING JOINTS, NO OVERLAPS WITH STAGGERED STRIPS TO OFFSET JOINTS.
 - TOP DRESS JOINTS IN SOD BY HAND WITH TOPSOIL TO FILL VOIDS IF NECESSARY.
 - SOD SHALL BE ROLLED TO CREATE A SMOOTH EVEN SURFACE. SOD SHOULD BE WATERED THOROUGHLY DURING INSTALLATION PROCESS.
 - SHOULD INSTALLATION OCCUR BETWEEN OCTOBER 1ST AND MARCH 1ST, OVERSEED BERMUDAGRASS SOD WITH WINTER RYEGRASS AT A RATE OF 4 POUNDS PER 1000 S.F.
- HYDROMULCH:**
- SCARIFY AND LOOSEN ALL AREAS TO BE HYDROMULCHED TO A MINIMUM DEPTH OF 4" PRIOR TO TOPSOIL AND HYDROMULCH INSTALLATION.
 - BERMUDA GRASS SEED SHALL BE EXTRA HULLED, TREATED LAWN TYPE. SEED SHALL BE DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AND SHALL MEET ALL STATE/LOCAL LAW REQUIREMENTS.
 - FIBER SHALL BE 100% WOOD CELLULOSE FIBER, DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AS MANUFACTURED BY "CONVEY OR EQUAL."
 - FIBER TACK SHALL BE DELIVERED TO THE SITE IN ITS UNOPENED CONTAINER AND SHALL BE "TERRO-TACK ONE," AS MANUFACTURED BY GROWERS, INC OR APPROVED EQUAL.
 - HYDROMULCH WITH BERMUDA GRASS SEET AT A RATE OF 2 POUNDS PER 1000 S.F.
 - USE A BATTER BOARD AGAINST ALL BED AREAS TO PREVENT OVER SPRAY.
 - IF INADEQUATE MOISTURE IS PRESENT IN SOIL, APPLY WATER AS NECESSARY FOR OPTIMUM MOISTURE FOR SEED APPLICATION.
 - IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1ST AND MAY 1ST, ALL HYDROMULCH AREAS SHALL BE OVER SEEDED WITH WINTER RYE GRASS AT A RATE OF FOUR POUNDS PER ONE THOUSAND SQUARE FEET. CONTRACTOR SHALL BE REQUIRED TO RE-HYDROMULCH WITH BERMUDA GRASS THE FOLLOWING GROWING SEASON AS PART OF THIS CONTRACT.
 - AFTER APPLICATION, NO EQUIPMENT SHALL OPERATE OVER APPLIED AREAS. WATER SEEDED AREAS IMMEDIATELY AFTER INSTALLATION TO SATURATION.
 - ALL LAWN AREAS TO BE HYDROMULCHED SHALL ACHIEVE 100% COVERAGE PRIOR TO FINAL ACCEPTANCE.

- TOWN OF LITTLE ELM NOTES**
- THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING. ALL REQUIRED LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING AND SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING.
 - LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIALS OR PLANTS NOT A PART OF THE LANDSCAPING.
 - NO SUBSTITUTIONS FOR PLANT MATERIALS IS ALLOWED WITHOUT WRITTEN AND STAMPED APPROVAL BY THE DIRECTOR ON A REVISED LANDSCAPE PLAN.
 - THE RIGHT-OF-WAY ADJACENT TO REQUIRED LANDSCAPE AREAS SHALL BE MAINTAINED BY THE ADJACENT PROPERTY OWNER IN THE SAME MANNER AS THE REQUIRED LANDSCAPE AREA. ALL DRIVEWAYS WILL MAINTAIN VISIBILITY AS APPROVED BY THE DIRECTOR. ALL PLANTINGS INTENDED FOR EROSION CONTROL WILL BE MAINTAINED. THE TOWN MAY REQUIRE VEGETATION TO PREVENT EROSION OR SLIPPAGE.
 - ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIALS WHICH DIE SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE, WITHIN THIRTY DAYS OR A DATE APPROVED BY THE DIRECTOR BASED ON CURRENT SEASONS AND WEATHER CONDITIONS.
 - WHEN POWER LINES ARE PRESENT, TREES SHALL NOT BE PLANTED UNDERNEATH AND SHOULD BE ORIENTED IN A MANNER TO AVOID CONFLICT. SUBSTITUTION OF PLANT MATERIAL IS NOT ALLOWED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE DIRECTOR.
 - ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
 - REQUIRED LANDSCAPED OPEN AREAS AND DISTURBED SOIL AREAS SHALL BE COMPLETELY COVERED WITH LIVING PLANT MATERIAL PER THE LANDSCAPE ORDINANCE.
 - ALL STREETSCAPE FURNITURE SHALL BE A CHIP AND FLAKE RESISTANT METAL, DECORATIVE AND GENERALLY BLACK "STORM CLOUD" IN COLOR.

QTY	LABEL	COMMON NAME	SCIENTIFIC NAME	SIZE	NOTES
SHADE TREES					
15	CE	Cedar Elm	<i>Ulmus crassifolia</i>	4" cal.	12' ht., 4' spread, matching
9	GB	Ginkgo	<i>Ginkgo biloba</i>	4" cal.	12' ht., 4' spread, matching
18	LE	Lacebark Elm	<i>Ulmus parvifolia 'Sempervirens'</i>	4" cal.	12' ht., 4' spread
18	RO	Texas Red Oak	<i>Quercus texana</i>	4" cal.	12' ht., 4' spread, matching
ORNAMENTAL TREES					
5	CM	Crepe Myrtle 'Tuscarora'	<i>Lagerstromia indica 'Tuscarora'</i>	30 gal.	8' ht. 3' spread, matching
5	RB	Oklahoma Redbud	<i>Cercis reniformis 'Oklahoma'</i>	30 gal.	8' ht., 4' spread, 3 trunk min.
SHRUBS					
31	AB	Abelia 'Twist of Lime'	<i>Abelia x grandiflora 'Hopley's'</i>	3' ht.	full, 36" o.c.
61	DBH	Dwarf Burford Holly	<i>Ilex cornuta 'Burford Nana'</i>	3' ht.	full, 36" o.c.
45	DY	Dwarf Yaupon Holly	<i>Ilex vomitoria 'Condeaux'</i>	5 gal.	full, 24" sprd, 24" o.c.
26	LOR	Loropetalum 'Purple Pixie'	<i>Loropetalum chinensis 'Purple Pixie'</i>	5 gal.	full, 18" sprd, 30" o.c.
31	MS	Morning Light Miscanthus	<i>Miscanthus sinensis 'Morning Light'</i>	5 gal.	full, 20" spread, 36" o.c.
9	NRS	Nellie R. Stevens Holly	<i>Ilex x 'Nellie R. Stevens'</i>	4' ht.	full, 40" o.c., 4' ht.
GROUNDCOVER/VINES/GRASS					
40	GL	Giant Liriope	<i>Liriope gigantea</i>	1 gal.	full, 18" o.c.
80	RM	Creeping Rosemary	<i>Rosmarinus officinalis 'Prostratus'</i>	1 gal.	full, 18" o.c.
		Bermuda Solid Sod	<i>Cynodon dactylon</i>		

Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. Trees shall have a strong central leader and be of matching specimens. All plant material shall meet or exceed remarks as indicated.

- LANDSCAPE NOTES**
- CONTRACTOR TO VERIFY AND LOCATE ALL PROPOSED AND EXISTING ELEMENTS. NOTIFY LANDSCAPE ARCHITECT OR DESIGNATED REPRESENTATIVE FOR ANY LAYOUT DISCREPANCIES OR ANY CONDITION THAT WOULD PROHIBIT THE INSTALLATION AS SHOWN. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS
 - CONTRACTOR SHALL CALL 811 TO VERIFY AND LOCATE ANY AND ALL UTILITIES ON SITE PRIOR TO COMMENCING WORK. LANDSCAPE ARCHITECT SHOULD BE NOTIFIED OF ANY CONFLICTS. CONTRACTOR TO EXERCISE EXTREME CAUTION WHEN WORKING NEAR UNDERGROUND UTILITIES.
 - A MINIMUM OF 2% SLOPE SHALL BE PROVIDED AWAY FROM ALL STRUCTURES.
 - CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3' BELOW FINAL FINISHED GRADE IN LAWN AREAS.
 - LANDSCAPE ISLANDS SHALL BE CROWNED, AND UNIFORM THROUGHOUT THE SITE.
 - PLANTING AREAS AND SOD TO BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS OR CURBS. EDGING NOT TO BE MORE THAN 1/2" ABOVE FINISHED GRADE.
 - EDGING SHALL BE CUT AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND/OR CURBS.
 - MULCH SHALL BE INSTALLED AT 1/2" BELOW THE TOPS OF SIDEWALKS AND CURBS.
 - QUANTITIES ON THESE PLANS ARE FOR REFERENCE ONLY. THE SPACING OF PLANTS SHOULD BE AS INDICATED ON PLANS OR OTHERWISE NOTED. ALL TREES AND SHRUBS SHALL BE PLANTED PER DETAILS.
 - CONTAINER GROWN PLANT MATERIAL IS PREFERRED. HOWEVER BALL AND BURLAP PLANT MATERIAL CAN BE SUBSTITUTED IF NEED BE AND IS APPROPRIATE TO THE SIZE AND QUALITY INDICATED ON THE PLANT MATERIAL LIST.
 - TREES SHALL BE PLANTED AT A MINIMUM OF 5' FROM ANY UTILITY LINE, SIDEWALK OR CURB. TREES SHALL ALSO BE 10' CLEAR FROM FIRE HYDRANTS.
 - 4" OF SHREDDED HARDWOOD MULCH (2" SETTLED THICKNESS) SHALL BE PLACED OVER WEED BARRIER FABRIC. MULCH SHALL BE SHREDDED HARDWOOD MULCH OR APPROVED EQUAL. PINE STRAW MULCH IS PROHIBITED.
 - WEED BARRIER FABRIC SHALL BE USED IN PLANT BEDS AND AROUND ALL TREES AND SHALL BE MIRAFI 1405 WEED BARRIER OR APPROVED EQUAL. CONTRACTOR TO PROVIDE UNIT PRICING OF LANDSCAPE MATERIALS AND BE RESPONSIBLE FOR OBTAINING ALL LANDSCAPE AND IRRIGATION PERMITS.
- IRRIGATION:**
- ALL REQUIRED LANDSCAPE AREAS SHALL HAVE AN AUTOMATIC IRRIGATION SYSTEM WITH A FREEZE/RAIN SENSOR. SYSTEM SHALL ALSO HAVE AN ET WEATHER BASED CONTROLLER AND BE DESIGNED AND INSTALLED BY A LICENSED IRRIGATOR.
- MAINTENANCE REQUIREMENTS:**
- VEGETATION SHOULD BE INSPECTED REGULARLY TO ENSURE THAT PLANT MATERIAL IS ESTABLISHING PROPERLY AND REMAINS IN A HEALTHY GROWING CONDITION APPROPRIATE FOR THE SEASON. IF DAMAGED OR REMOVED, PLANTS MUST BE REPLACED BY A SIMILAR VARIETY AND SIZE.
 - MOWING, TRIMMING, EDGING AND SUPERVISION OF WATER APPLICATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNTIL THE OWNER OR OWNER'S REPRESENTATIVE ACCEPTS AND ASSUMES REGULAR MAINTENANCE.
 - ALL LANDSCAPE AREAS SHOULD BE CLEANED AND KEPT FREE OF TRASH, DEBRIS, WEEDS AND OTHER MATERIAL.
- MISCELLANEOUS MATERIALS:**
- STEEL EDGING SHALL BE 3/16" X 4 X 1/8" DARK GREEN DURAREDGE STEEL LANDSCAPE EDGING UNLESS NOTED OTHERWISE ON PLANS/DETAILS.
 - RIVER ROCK SHALL BE ARIZONA RIVER ROCK, 2" - 4" DIAMETER. RIVER ROCK SHALL BE COMPACTED TO A MINIMUM OF 3" DEPTH OVER FILTER FABRIC.
 - DECOMPOSED GRANITE SHALL CONSIST OF A NATURAL MIX OF GRANITE AGGREGATE NOT TO EXCEED 1/8" IN DIAMETER AND COMPOSED OF VARIOUS STAGES OF DECOMPOSED EARTH BASE. DG SHALL BE PLACED OVER FILTER FABRIC AT A MINIMUM OF 3" DEPTH. BOULDERS SHALL BE ON AVERAGE 36" X 24" X 24" AND A MIN. OF 500LBS. BOULDER TO BE SET IN GROUND ON A 1" SAND SETTING BED, APPROXIMATELY 2" BELOW FINISH GRADE. BOULDER SHOULD HAVE A WEATHERED FINISH. EACH BOULDER HAS A NATURAL TOP AND BOTTOM. ENSURE THAT THE BOULDER IS POSITIONED CORRECTLY BEFORE INSTALLATION.

No.	Date	Revisions

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SCALE: AS SHOWN DESIGNED BY: CFZ RIA
 DATE: APRIL 2024 CHECKED BY: CFZ
 JOB NO.: 28763-0001-01 DRAWN BY: CFZ



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LANDSCAPE PLAN

SHEET NO. 1-19-24

OF 11

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SECTION 32 3000 - LANDSCAPE

PART 1 - GENERAL

1.1 QUALIFICATIONS OF THE LANDSCAPE CONTRACTOR

- A. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING

1.2 REFERENCE DOCUMENTS

- A. REFER TO LANDSCAPE PLANS, NOTES, SCHEDULES AND DETAILS FOR ADDITIONAL REQUIREMENTS

1.3 SCOPE OF WORK / DESCRIPTION OF WORK

- A. WORK COVERED BY THESE SECTIONS INCLUDES: FURNISH ALL SUPERVISIONS, LABOR, MATERIALS, SERVICES, EQUIPMENT AND APPLIANCES REQUIRED TO COMPLETE THE WORK COVERED IN CONJUNCTION WITH THE LANDSCAPING COVERED IN LANDSCAPE PLANS AND SPECIFICATIONS INCLUDING:
 1. PLANTING (TREES, SHRUBS, GRASSES)
 2. BED PREP AND FERTILIZATION
 3. NOTIFICATION OF SOURCES
 4. WATER AND MAINTENANCE UNTIL ACCEPTANCE
 5. GUARANTEE

- B. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.

- C. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK.

1.4 REFERENCES

- A. AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY AMERICAN ASSOCIATION OF NURSERYMEN, 27 OCTOBER 1980, EDITION, BY AMERICAN NATIONAL STANDARDS INSTITUTE, (Z60.11) - PLANT MATERIAL
- B. AMERICAN JOINT COMMITTEE ON HORTICULTURE NOMENCLATURE, 1942 EDITION OF STANDARDIZED PLANT NAMES
- C. TEXAS ASSOCIATION OF NURSERYMEN, GRADES AND STANDARDS

1.5 SUBMITTALS

- A. PROVIDE REPRESENTATIVE QUANTITIES OF EACH SOIL, MULCH, BED MIX, GRAVEL AND STONE BEFORE INSTALLATION. SAMPLES TO BE APPROVED BY OWNER'S REPRESENTATIVE BEFORE USE.
- B. SOIL AMENDMENTS AND FERTILIZERS SHALL BE RESEARCHED AND BASED ON THE SOILS IN THE AREA.
- C. BEFORE INSTALLATION, SUBMIT DOCUMENTATION THAT PLANT MATERIALS ARE AVAILABLE AND HAVE BEEN RESERVED. FOR ANY PLANT MATERIAL NOT AVAILABLE, SUBMIT REQUEST FOR SUBSTITUTION.

1.6 JOB CONDITIONS, DELIVERY, STORAGE AND HANDLING

- A. GENERAL CONTRACTOR TO COMPLETE WORK BEFORE LANDSCAPE CONTRACTOR TO COMMENCE.
- B. ALL PLANTING BED AREAS SHALL BE LEFT THREE INCHES BELOW FINAL GRADE OF SIDEWALKS, DRIVES AND CURBS. ALL AREAS TO RECEIVE SOLID SOIL SHALL BE LEFT ONE INCH BELOW THE FINAL GRADE OF WALKS, DRIVES AND CURBS. CONSTRUCTION DEBRIS SHALL BE REMOVED PRIOR TO LANDSCAPE CONTRACTOR BEGINNING WORK.
- C. STORAGE OF MATERIALS AND EQUIPMENT AT THE JOB SITE WILL BE AT THE RISK OF THE LANDSCAPE CONTRACTOR. THE OWNER CANNOT BE HELD RESPONSIBLE FOR THEFT OR DAMAGE.

1.7 SEQUENCING

- A. INSTALL TREES, SHRUBS, AND LINER STOCK PLANT MATERIALS PRIOR TO INSTALLATION OF LAWN AND SOIL.
- B. WHERE EXISTING TURF AREAS ARE BEING CONVERTED TO PLANTING BEDS, THE TURF SHALL BE CHEMICALLY ERADICATED TO MINIMIZE RE-GROWTH IN THE FUTURE. AREAS SHALL BE PROPERLY PREPARED WITH AMENDED ORGANIC MATTER.

1.8 MAINTENANCE AND GUARANTEE

- A. THE LANDSCAPE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK FROM THE TIME OF PLANTING UNTIL FINAL ACCEPTANCE BY OWNER.
- B. NO TREES, GRASS, GROUNDCOVER OR GRASS WILL BE ACCEPTED UNLESS THEY SHOW HEALTHY GROWTH AND SATISFACTORY FOLIAGE CONDITIONS.
- C. MAINTENANCE SHALL INCLUDE WATERING OF TREES AND PLANTS, CULTIVATION, WEED SPRAYING, EDGING, PRUNING OF TREES, MOWING OF GRASS, CLEANING UP AND ALL OTHER WORK NECESSARY FOR MAINTENANCE.
- D. A WRITTEN NOTICE REQUESTING FINAL INSPECTION AND ACCEPTANCE

SHOULD BE SUBMITTED TO THE OWNER AT LEAST 7 DAYS PRIOR TO COMPLETION. AN ON SITE INSPECTION BY THE OWNER'S AUTHORIZED REPRESENTATIVE WILL BE COMPLETED PRIOR TO WRITTEN ACCEPTANCE.

E. NOTIFY OWNER OR OWNER'S REPRESENTATIVE SEVEN DAYS PRIOR TO THE EXPIRATION OF THE WARRANTY PERIOD.

F. REMOVE DEAD, UNHEALTHY AND UNLIGHTLY PLANTED PLANTS DURING WARRANTY PERIOD.

G. REMOVE GUYS AND STAKING MATERIALS AFTER ONE YEAR.

H. ALL LANDSCAPE MUST BE MAINTAINED AND GRASS MOVED/EDGED ON A WEEKLY SCHEDULE UNTIL ACCEPTANCE BY OWNER. REMOVE CLIPPINGS AND DEBRIS FROM SITE PROMPTLY.

I. REMOVE TRASH, DEBRIS, AND LITTER, WATER, PRUNE, RESTAKE TREES, FERTILIZE, WEED AND APPLY HERBICIDES AND FUNGICIDES AS REQUIRED.

J. COORDINATE THE OPERATION OF IRRIGATION SYSTEM TO ENSURE THAT PLANTS ARE ADEQUATELY WATERED. HAND WATER AREAS NOT RECEIVING ADEQUATE WATER FROM AN IRRIGATION SYSTEM.

K. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN ACCORDANCE TO THE MAINTENANCE SCHEDULE TO ENSURE THE SYSTEM IS PROPERLY WORKING ORDER WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.

L. REAPPLY MULCH TO BARE AND THIN AREAS.

M. SHOULD SEEDED AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL HEALTHY STAND OF GRASS AT NO ADDITIONAL COST TO THE OWNER.

N. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:

- a. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
- b. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
- c. SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING. HYDROMULCHED AREAS SHALL SHOW ACTIVE, HEALTHY GROWTH. BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESODDED OR RESEEDED (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED.

GUARANTEE:

- A. TREES, SHRUBS, GROUNDCOVER SHALL BE GUARANTEED (IN WRITING) FOR A 12 MONTH PERIOD (90 DAYS FOR ANNUAL PLANTING OR AT THE END OF THE SEASONAL COLOR GROWING SEASON, WHICHEVER COMES SOONER) AFTER FINAL ACCEPTANCE. THE CONTRACTOR SHALL REPLACE ALL DEAD MATERIALS AS SOON AS WEATHER PERMITS AND UPON NOTIFICATION OF THE OWNER.

- B. PLANTS INCLUDING TREES, WHICH HAVE PARTIALLY DIED SO THAT SHAPE, SIZE OR SYMMETRY HAVE BEEN DAMAGED SHALL BE CONSIDERED SUBJECT TO REPLACEMENT. IN SUCH CASES, THE OPINION OF THE OWNER SHALL BE FINAL.

- C. PLANTS USED FOR REPLACEMENT SHALL BE OF THE SAME SIZE AND KIND AS THOSE ORIGINALLY PLANTED OR SPECIFIED. ALL WORK INCLUDING MATERIALS, LABOR AND EQUIPMENT USED IN REPLACEMENTS SHALL CARRY A 12 MONTH GUARANTEE. ANY DAMAGE INCLUDING RUTS IN LAWN OR BED AREAS INCURRED AS A RESULT OF MAKING REPLACEMENTS SHALL BE IMMEDIATELY REPAIRED.

- D. WHEN PLANT REPLACEMENTS ARE MADE, PLANTS, SOIL MIX, FERTILIZER AND MULCH ARE TO BE UTILIZED AS ORIGINALLY SPECIFIED AND RE-INSPECTED FOR FULL COMPLIANCE WITH THE CONTRACT REQUIREMENTS. ALL REPLACEMENTS ARE INCLUDED UNDER "WORK" OF THIS SECTION.

- E. THE OWNER AGREES THAT FOR THE ONE YEAR WARRANTY PERIOD TO BE EFFECTIVE, HE WILL WATER PLANTS AT LEAST TWICE A WEEK DURING DRY PERIODS.

- F. THE ABOVE GUARANTEE SHALL NOT APPLY WHERE PLANTS DIE AFTER ACCEPTANCE BECAUSE OF DAMAGE DUE TO ACTS OF GOD, VANDALISM, INSECTS, DISEASE, INJURY BY HUMANS, MACHINES, THEFT OR NEGLIGENCE BY OWNER.

- G. ACCEPTANCE FOR ALL LANDSCAPE WORK SHALL BE GIVEN AFTER FINAL INSPECTION BY THE OWNER PROVIDED THE JOB IS IN A COMPLETE, UNDAMAGED CONDITION AND THERE IS A STAND OF GRASS IN ALL LAWN AREAS. AT THAT TIME, THE OWNER WILL ASSUME MAINTENANCE ON THE ACCEPTED WORK.

1.9 QUALITY ASSURANCE

- A. COMPLY WITH ALL FEDERAL, STATE, COUNTY AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK.
- B. EMPLOY PERSONNEL EXPERIENCED AND FAMILIAR WITH THE REQUIRED WORK AND SUPERVISION OF THE CONTRACT PRICE.
- C. MAKE CONTACT WITH SUPPLIERS IMMEDIATELY UPON OBTAINING NOTICE OF CONTRACT ACCEPTANCE TO SELECT AND BOOK MATERIALS.

D. DEVELOP A PROGRAM OF MAINTENANCE (PRUNING AND FERTILIZATION) WHICH WILL ENSURE THE PURCHASED MATERIALS WILL MEET AND/OR EXCEED PROJECT SPECIFICATIONS.

E. DO NOT MAKE PLANT MATERIAL SUBSTITUTIONS. IF THE LANDSCAPE MATERIAL SPECIFIED IS NOT READILY AVAILABLE, SUBMIT PROOF TO LANDSCAPE ARCHITECT ALONG WITH THE PROPOSED MATERIAL, TO BE USED IN LIEU OF THE SPECIFIED PLANT.

F. AT THE TIME BIDS ARE SUBMITTED, THE CONTRACTOR IS ASSUMED TO HAVE LOCATED THE MATERIALS NECESSARY TO COMPLETE THE JOB AS SPECIFIED.

G. OWNER'S REPRESENTATIVE SHALL INSPECT ALL PLANT MATERIAL AND RETAINS THE RIGHT TO INSPECT MATERIALS UPON ARRIVAL TO THE SITE AND DURING INSTALLATION. THE OWNER'S REPRESENTATIVE MAY ALSO REJECT ANY MATERIALS HE/SHE FEELS TO BE UNSATISFACTORY OR DEFECTIVE DURING THE WORK PROCESS. ALL PLANTS DAMAGED IN TRANSIT OR AT THE JOB SITE SHALL BE REJECTED.

1.10 PRODUCT DELIVERY, STORAGE AND HANDLING

A. PREPARATION

- 1. BULK DELIVERY: DELIVER PLANTS IN RIGID CONTAINER TO HOLD BALL SHAPE AND PROTECT ROOT MASS.
- 2. CONTAINER GROWN PLANTS: DELIVER PLANTS IN RIGID CONTAINER TO HOLD BALL SHAPE AND PROTECT ROOT MASS.

B. DELIVERY

- 1. DELIVER PACKAGED MATERIALS IN SEALED CONTAINERS SHOWING WEIGHT, ANALYSIS AND NAME OF MANUFACTURER. PROTECT MATERIALS FROM DETRIORATION DURING DELIVERY AND WHILE STORED ON SITE.
- 2. DELIVER ONLY PLANT MATERIALS THAT CAN BE PLANTED IN ONE DAY UNLESS ADEQUATE STORAGE AND WATERING FACILITIES ARE AVAILABLE ON SITE.
- 3. PROTECT ROOT BALLS BY HEELING IN WITH SAWDUST OR OTHER APPROVED MOISTURE RETAINING MATERIAL IF NOT PLANTED WITHIN 24 HOURS OF DELIVERY.
- 4. PROTECT PLANTS DURING DELIVERY TO PREVENT DAMAGE TO ROOT BALL OR DESICCATION OF LEAVES.
- 5. KEEP PLANTS MOIST AT ALL TIMES. COVER ALL MATERIALS DURING TRANSPORT.
- 6. NOTIFY OWNER REPRESENTATIVE OF DELIVERY 72 HOURS PRIOR TO DELIVERY OF PLANT MATERIAL AT JOB SITE.
- 7. REMOVE REJECTED PLANT MATERIAL IMMEDIATELY FROM JOB SITE.
- 8. TO AVOID DAMAGE TO PLANTS, DO NOT LIFT, MOVE, ADJUST TO PLUMB, OR OTHERWISE MANIPULATE PLANTS BY TRUNK OR STEMS.

PART 2 - PRODUCTS

2.1 PLANT MATERIALS

A. GENERAL: WELL FORMED NO. 1 GRADE OR BETTER NURSERY GROWN STOCK. LISTED PLANT HEIGHTS ARE FROM TOPS OF FOOT BALLS TO NOMINAL TOPS OF PLANTS. PLANT SPREAD REFERS TO NOMINAL OUTER WIDTH OF THE PLANT NOT THE OUTER LEAF TIPS. PLANTS SHALL BE INDIVIDUALLY APPROVED BY THE OWNER'S REPRESENTATIVE AND THEIR DECISION AS TO THEIR ACCEPTABILITY SHALL BE FINAL.

B. QUANTITIES: THE DRAWINGS AND SPECIFICATIONS ARE COMPLIMENTARY. ANYTHING CALLED FOR ON ONE AND NOT THE OTHER IS AS BINDING AS IF SHOWN AND CALLED FOR ON BOTH. THE PLANT SCHEDULE IS AN AID TO BIDDERS ONLY. CONFIRM ALL QUANTITIES ON PLAN.

C. QUANTITIES AND SIZE: PLANT MATERIALS SHALL CONFORM TO THE SIZE GIVEN ON THE PLAN AND SHALL BE HEALTHY, WELL SHAPED, FULL BRANCHED AND WELL ROOTED. SYMMETRY IS ALSO IMPERATIVE. PLANTS SHALL BE FREE FROM INSECTS, INJURY, DISEASE, BROKEN BRANCHES, DISFIGUREMENTS, INSECT EGGS AND ARE TO BE OF SPECIMEN QUALITY.

D. APPROVAL: ALL PLANTS WHICH ARE FOUND UNSUITABLE IN GROWTH OR ARE UNHEALTHY, BADLY SHAPED OR UNDERSIZED WILL BE REJECTED BY THE OWNER'S REPRESENTATIVE EITHER BEFORE OR AFTER PLANTING AND SHALL BE REJECTED AT THE EXPENSE OF THE LANDSCAPE CONTRACTOR AND REPLACED WITH ACCEPTABLE SPECIMENS.

E. TREES SHALL BE HEALTHY, FULL BRANCHED, WELL SHAPED AND SHALL MEET THE MINIMUM REQUIREMENTS AS SPECIFIED ON THE PLANT SCHEDULE. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE IF POSSIBLE, AND WITH SIMILAR CLIMATIC CONDITIONS.

F. PRUNING: ALL PRUNING OF TREES AND SHRUBS SHALL BE EXECUTED BY THE LANDSCAPE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER, PRIOR TO FINAL ACCEPTANCE.

G. PLANTS SHALL CONFORM TO THE MEASUREMENTS SPECIFIED, EXCEPT THE PLANTS LARGER THAN THOSE SPECIFIED MAY BE USED. USE OF LARGER PLANTS SHALL NOT INCREASE THE CONTRACT PRICE.

H. WHERE MATERIALS ARE PLANTED IN MASSES, PROVIDE PLANTS OF UNIFORM SIZE.

I. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED, FIBROUS ROOT SYSTEMS, NON-POT-BOUND, FREE FROM ENCRUSTING AND/OR GIRDLING

ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS).

J. ALL TREES SHALL BE STANDARD IN FORM UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.

K. TREE TRUNKS TO BE STURDY, EXHIBIT HARDENED SYSTEMS AND VIGOROUS AND FIBROUS ROOT SYSTEMS, NOT ROOT OR POT BOUND.

L. TREES WITH DAMAGED OR CROOKED LEADERS, BARK ABRASIONS, SUNSCALD, DISFIGURING KNOTS, OR INSECT DAMAGE WILL BE REJECTED.

M. CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER, AND TWELVE INCHES ABOVE THE ROOT FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER.

N. MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL.

O. ANY TREE OR SHRUB SHOWN TO BE UNHEALTHY, SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED, SHALL BE REJECTED.

P. SOIL: PROVIDE WELL-ROOTED SOIL OF THE VARIETY NOTED ON THE PLANS. SOIL SHALL BE CUT FROM HEALTHY, MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1". EACH PLY OF SOIL SHALL BE ACCOMPANIED BY A CERTIFICATE FROM THE SUPPLIER STATING THE COMPOSITION OF THE SOIL.

2.2 SOIL PREPARATION MATERIALS

A. SANDY LOAM:

- 1. FRIABLE, FERTILE, DARK, LOAMY SOIL, FREE OF CLAY LUMPS, SUBSOIL, STONES AND OTHER EXTRANEUS MATERIAL AND REASONABLY FREE OF WEEDS AND FOREIGN GRASSES. LOAM CONTAINING DALLASGRASS OR NUTGRASS SHALL BE REJECTED.

2. PHYSICAL PROPERTIES AS FOLLOWS:

- a. CLAY - BETWEEN 7-27%
- b. SILT - BETWEEN 15-25%
- c. SAND - LESS THAN 52%
- 3. ORGANIC MATTER SHALL BE 3%-10% OF TOTAL DRY WEIGHT.

4. IF REQUESTED, LANDSCAPE CONTRACTOR SHALL PROVIDE A CERTIFIED SOIL ANALYSIS CONDUCTED BY AN APPROVED SOIL TESTING LABORATORY VERIFYING THAT SANDY LOAM MEETS THE ABOVE REQUIREMENTS.

B. ORGANIC MATERIAL: COMPOST WITH A MIXTURE OF 80% VEGETATIVE MATTER AND 20% ANIMAL WASTE. INGREDIENTS SHOULD BE A MIX OF COARSE AND FINE TEXTURED MATERIAL.

C. PREMIXED BEDDING SOIL AS SUPPLIED BY VITAL EARTH RESOURCES, GLADEWATER, TEXAS; PROFESSIONAL BEDDING SOIL AS SUPPLIED BY LIVING EARTH TECHNOLOGY, DALLAS, TEXAS OR ACID GRO MUNICIPAL MIX AS SUPPLIED BY SOIL BUILDING SYSTEMS, DALLAS, TEXAS OR APPROVED EQUAL.

D. SHARP SAND: SHARP SAND MUST BE FREE OF SEEDS, SOIL PARTICLES AND WEEDS.

E. MULCH: DOUBLE SHREDDED HARDWOOD MULCH, PARTIALLY DECOMPOSED, DARK BROWN.

F. ORGANIC FERTILIZER: FERTILIZANT, SUSTANE, OR GREEN SENSE OR EQUAL AS RECOMMENDED FOR REQUIRED APPLICATIONS. FERTILIZER SHALL BE DELIVERED TO THE SITE IN ORIGINAL UNOPENED CONTAINERS, EACH BEARING THE MANUFACTURER'S GUARANTEED STATEMENT OF ANALYSIS.

G. COMMERCIAL FERTILIZER: 10-20-10 OR SIMILAR ANALYSIS. NITROGEN SOURCE TO BE A MINIMUM 8% SULFUR AND 4% IRON, PLUS MICROINERTS.

H. PEAT: COMMERCIAL SPHAGNUM PEAT MOSS OR PARTIALLY DECOMPOSED SHREDDED PINE BARK OR OTHER APPROVED ORGANIC MATERIAL.

2.3 MISCELLANEOUS MATERIALS

A. STEEL EDGING - SHALL BE 3/16" X 4" X 16" DARK GREEN LANDSCAPE EDGING, DURADEG STEEL OR APPROVED EQUAL.

B. TREE STAKING - TREE STAKING SOLUTIONS OR APPROVED SUBSTITUTE; REFER TO DETAILS.

C. FILTER FABRIC - MIRAFI 1405 BY MIRAFI INC. OR APPROVED SUBSTITUTE. AVAILABLE AT LONE STAR PRODUCTS, INC. (469-523-0444)

D. SAND - UNIFORM, GRADED, WASHED, CLEAN, BANK RUN SAND.

E. GRAVEL - WASHED NATIVE PEA GRAVEL, GRADED 1" TO 1.5"

F. DECOMPOSED GRANITE - BASE MATERIAL OF NATURAL MATERIAL MIX OF GRANITE AGGREGATE NOT TO EXCEED 1/8" IN DIAMETER COMPOSED OF VARIOUS STAGES OF DECOMPOSED EARTH BASE.

G. RIVER ROCK - LOCALLY AVAILABLE NATIVE RIVER ROCK BETWEEN 2"-4" IN DIAMETER

H. PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING

PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.

PART 3 - EXECUTION

3.1 PREPARATION

A. LANDSCAPE CONTRACTOR TO INSPECT ALL EXISTING CONDITIONS AND REPORT ANY DEFICIENCIES TO THE OWNER.

B. ALL PLANTING AREAS SHALL BE CONDITIONED AS FOLLOWS:

- 1. PREPARE NEW PLANTING BEDS BY SCRAPING AWAY EXISTING GRASS AND WEEDS AS NECESSARY. TILL EXISTING SOIL TO A DEPTH OF SIX (6") INCHES PRIOR TO PLACING COMPOST AND FERTILIZER. APPLY FERTILIZER AS PER MANUFACTURER'S RECOMMENDATIONS. ADD SIX (6") INCHES OF COMPOST AND TILL INTO A DEPTH OF SIX (6") INCHES OF SPECIFIED MULCH (SETTLED THICKNESS).
- 2. BACKFILL FOR TREE PITS SHALL BE AS FOLLOWS: USE EXISTING TOP SOIL ON SITE. USE IMPORTED TOPSOIL AS NEEDED FREE FROM LARGE CLUMPS, ROCKS, DEBRIS, CALICHE, SUBSOILS, ETC., PLACED IN NINE (9") INCH LAYERS AND WATERED IN THOROUGHLY.

C. GRASS AREAS:

- 1. BLOCKS OF SOIL SHOULD BE LAID JOINT TO JOINT (STAGGERED JOINTS) AFTER FERTILIZING THE GROUND FIRST. ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE. THE JOINTS BETWEEN THE BLOCKS OF SOIL SHOULD BE FILLED WITH TOPSOIL, WHERE THEY ARE GAFFED OPEN, THEN WATERED THOROUGHLY.

3.2 INSTALLATION

A. MAINTENANCE OF PLANT MATERIALS SHALL BEGIN IMMEDIATELY AFTER EACH PLANT IS DELIVERED TO THE SITE. PLANTS SHALL CONTINUE UNTIL ALL CONSTRUCTION HAS BEEN SATISFACTORYLY ACCOMPLISHED.

B. PLANT MATERIALS SHALL BE DELIVERED TO THE SITE ONLY AFTER THE BEDS ARE PREPARED AND AREAS ARE READY FOR PLANTING. ALL SHIPMENTS OF NURSERY MATERIALS SHALL BE THOROUGHLY PROTECTED FROM THE WINDS DURING TRANSPORT. ALL PLANTS WHICH CANNOT BE PLANTED AT ONCE, AFTER DELIVERY TO THE SITE, SHALL BE WELL PROTECTED AGAINST THE POSSIBILITY OF DRYING BY WIND AND BALLS OF EARTH OF B & B PLANTS SHALL BE KEPT COVERED WITH SOIL OR OTHER ACCEPTABLE MATERIAL. ALL PLANTS REMAIN THOROUGHLY MOIST.

C. POSITION THE TREES AND SHRUBS IN THEIR INTENDED LOCATION AS PER PLAN.

D. NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE FOR INSPECTION AND APPROVAL OF ALL POSITIONING OF PLANT MATERIALS.

E. EXCAVATE PITS WITH VERTICAL SIDES AND HORIZONTAL BOTTOM. TREE PITS SHALL BE LARGE ENOUGH TO PERMIT HANDLING AND PLANTING WITHOUT INJURY TO BALLS OF EARTH OR ROOTS AND SHALL BE OF SUCH DEPTH THAT, WHEN PLANTED AND SETTLED, THE CROWN OF THE PLANT SHALL BEAR THE SAME RELATIONSHIP TO THE FINISH GRADE AS IT DID TO SOIL SURFACE IN ORIGINAL PLACE OF GROWTH. THE SIDES OF THE HOLE SHOULD BE ROUGH AND JAGGED, NEVER SMOOTH OR GLAZED.

F. SHRUB AND TREE PITS SHALL BE NO LESS THAN TWENTY-FOUR (24") INCHES WIDER THAN THE LATERAL DIMENSION OF THE EARTH BALL AND SIX (6") INCHES DEEPER THAN ITS VERTICAL DIMENSION. REMOVE AND HAUL FROM SITE ALL ROCKS AND STONES OVER THREE-QUARTER (3/4") INCH IN DIAMETER. PLANTS SHOULD BE THOROUGHLY MOIST BEFORE BEING PLANTED.

G. PERCOLATION TEST: FILL THE HOLE WITH WATER. IF THE WATER LEVEL DOES NOT PERCOLATE WITHIN 24 HOURS, THE TREE NEEDS TO MOVE TO ANOTHER LOCATION OR HAVE DRAINAGE ADDED. INSTALL A PVC STAND PIPE PER TREE IF THE PERCOLATION TEST FAILS.

H. BACKFILL ONLY WITH 5 PARTS EXISTING SOIL OR SANDY LOAM AND 1 PART BED PREPARATION. WHEN THE HOLE IS DUG IN SOLID ROCK, TOPSOIL FROM THE SAME AREA SHOULD NOT BE USED. CAREFULLY SETTLE BY WATERING TO PREVENT AIR POCKETS. REMOVE THE BURLAP FROM THE TOP 1/2 OF THE BALL, AS WELL AS ALL NYLON, PLASTIC STRING AND WIRE. CONTAINER TREES WILL USUALLY BE ROOT BOUND. IF SO FOLLOW STANDARD NURSERY PRACTICE OF "ROOT SCORING".

I. DO NOT WRAP TREES.

J. DO NOT OVER PRUNE.

K. REMOVE NURSERY TAGS AND STAKES FROM ALL PLANTS.

L. REMOVE BOTTOM OF PLANT BOXES PRIOR TO PLACING PLANTS. REMOVE SIDES AFTER PLACEMENT AND PARTIAL BACKFILLING.

M. REMOVE UPPER THIRD OF BURLAP FROM BALLED AND BURLAPPED TREES AFTER PLACEMENT.

N. PLACE PLANT UPRIGHT AND PLUMB IN CENTER OF HOLE. ORIENT PLANTS FOR BEST APPEARANCE.

O. MULCH THE TOP OF THE BALL. DO NOT PLANT GRASS ALL THE WAY TO THE TRUNK OF THE TREE. LEAVE THE AREA ABOVE THE TOP OF

THE BALL AND MULCH WITH AT LEAST TWO (2") INCHES OF SPECIFIED MULCH.

P. ALL PLANT BEDS AND TREES TO BE MULCHED WITH A MINIMUM SETTLED THICKNESS OF TWO (2") INCHES OVER THE ENTIRE BED OR PIT.

Q. OBSTRUCTION BELOW GROUND: IN THE EVENT THAT ROCK, OR UNDERGROUND CONSTRUCTION WORK OR OBSTRUCTIONS ARE ENCOUNTERED IN ANY PLANT PIT EXCAVATION WORK TO BE DONE UNDER THIS SECTION, ALTERNATE LOCATIONS MAY BE SELECTED BY THE OWNER. WHERE LOCATIONS CANNOT BE CHANGED, THE OBSTRUCTION SHALL BE REMOVED TO A DEPTH OF NOT LESS THAN THREE (3) FEET BELOW GRADE AND NO LESS THAN SIX (6") INCHES BELOW THE BOTTOM OF BALL WHEN PLANT IS PROPERLY SET AT THE REQUIRED GRADE. THE WORK OF THIS SECTION SHALL INCLUDE THE REMOVAL FROM THE SITE OF SUCH ROCK OR UNDERGROUND OBSTRUCTIONS ENCOUNTERED AT THE COST OF THE LANDSCAPE CONTRACTOR.

R. TREES AND LARGE SHRUBS SHALL BE STAKED AS SITE CONDITIONS REQUIRE. POSITION STAKES TO SECURE TREES AGAINST SEASONAL PREVAILING WINDS.

S. PRUNING AND MULCHING: PRUNING SHALL BE DIRECTED BY THE LANDSCAPE ARCHITECT AND SHALL BE PRUNED IN ACCORDANCE WITH STANDARD HORTICULTURAL PRACTICE FOLLOWING FINE PRUNING, CLASS I PRUNING STANDARDS PROVIDED BY THE NATIONAL ARBONIST ASSOCIATION.

T. DEAD WOOD, SUCKERS, BROKEN AND BADLY BRUISED BRANCHES SHALL BE REMOVED. GENERAL TYPING OF THE BRANCHES IS NOT PERMITTED. DO NOT CUT TERMINAL BRANCHES. PRUNING SHALL BE DONE WITH CLEAN, SHARP TOOLS.

3.3 CLEANUP AND ACCEPTANCE

A. CLEANUP: DURING THE WORK, THE PREMISES SHALL BE KEPT NEAT AND ORDERLY AT ALL TIMES. STORAGE AREAS FOR ALL MATERIALS SHALL BE SO ORGANIZED SO THAT THEY, TOO, ARE NEAT AND ORDERLY. ALL TRASH AND DEBRIS SHALL BE REMOVED FROM THE SITE AS WORK PROGRESSES. KEEP PAVED AREAS CLEAN BY SWEEPING OR HOSING THEM AT END OF EACH WORK DAY.

B. REPAIR RUTS, HOLES AND SCARES IN GROUND SURFACES.

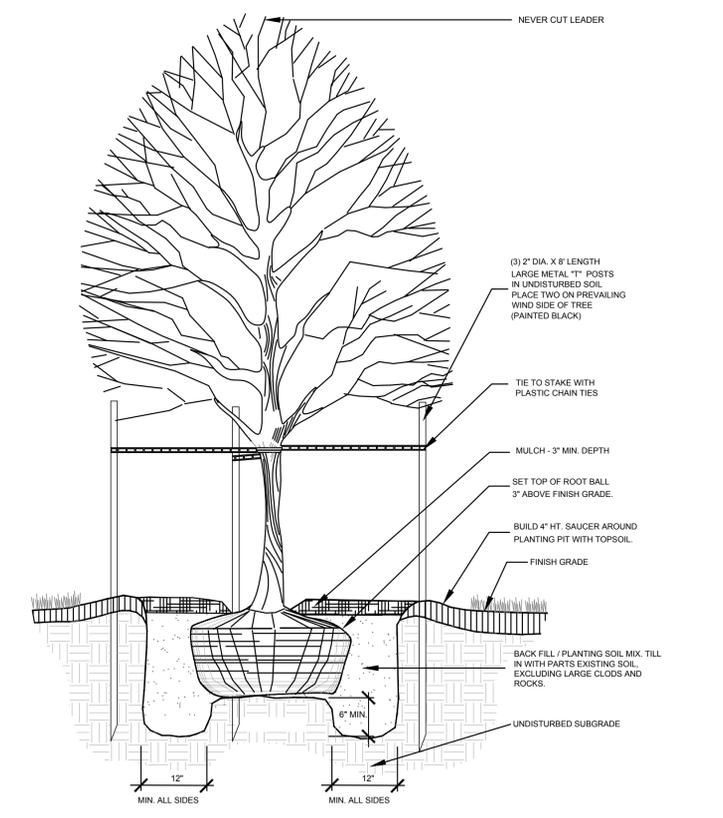
C. ENSURE THAT WORK IS COMPLETE AND PLANT MATERIALS ARE IN VIGOROUS AND HEALTHY GROWING CONDITION.

D. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY.

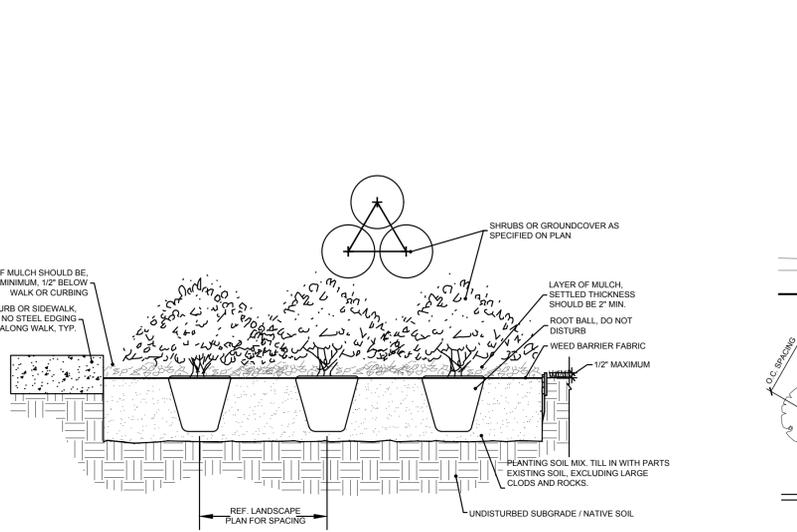
E. WHENIF THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS.

F. THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL COMMENCE.

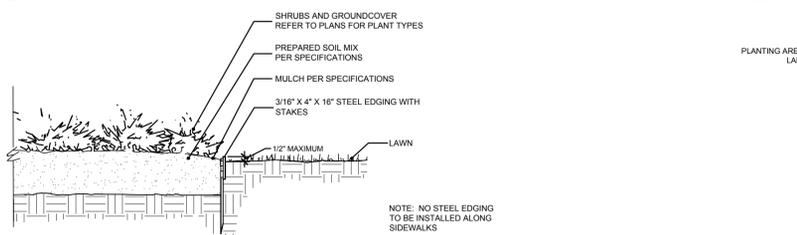
END OF SECTION



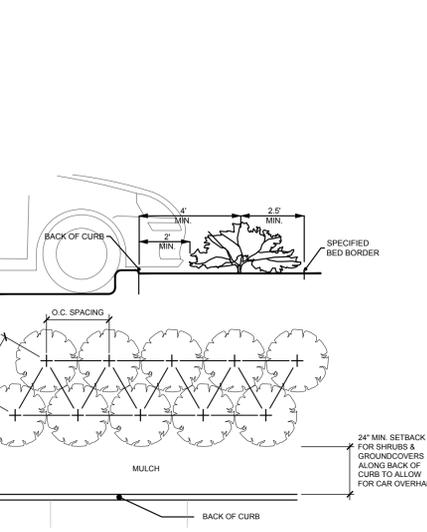
1 TREE PLANTING N.T.S.



2 SHRUB PLANTING N.T.S.



4 STEEL EDGING DETAIL N.T.S.

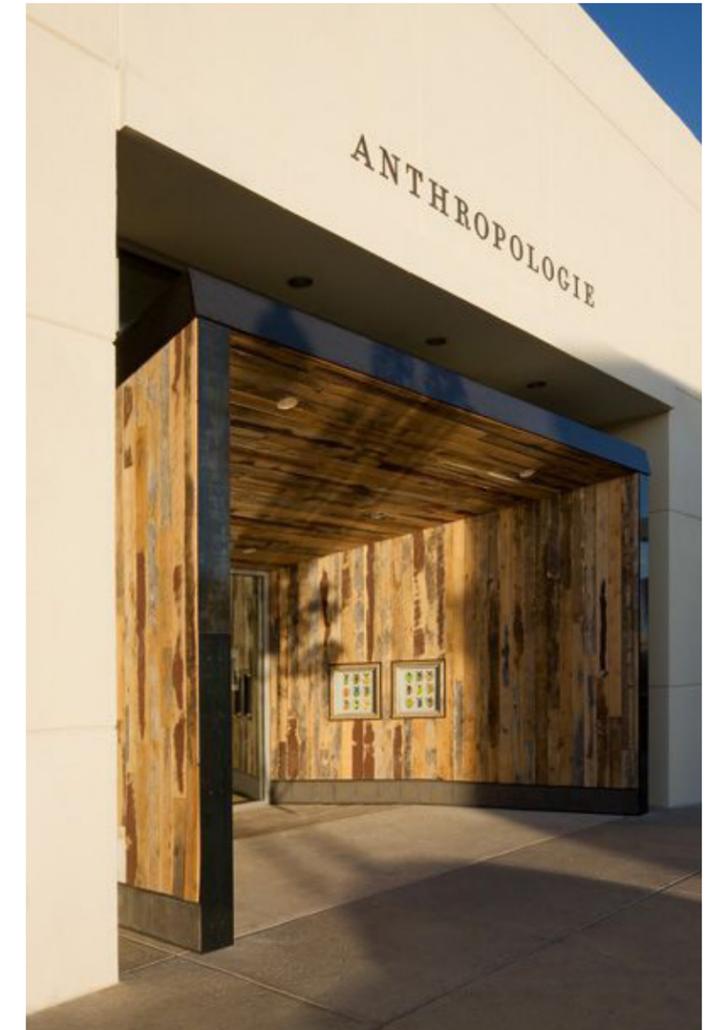


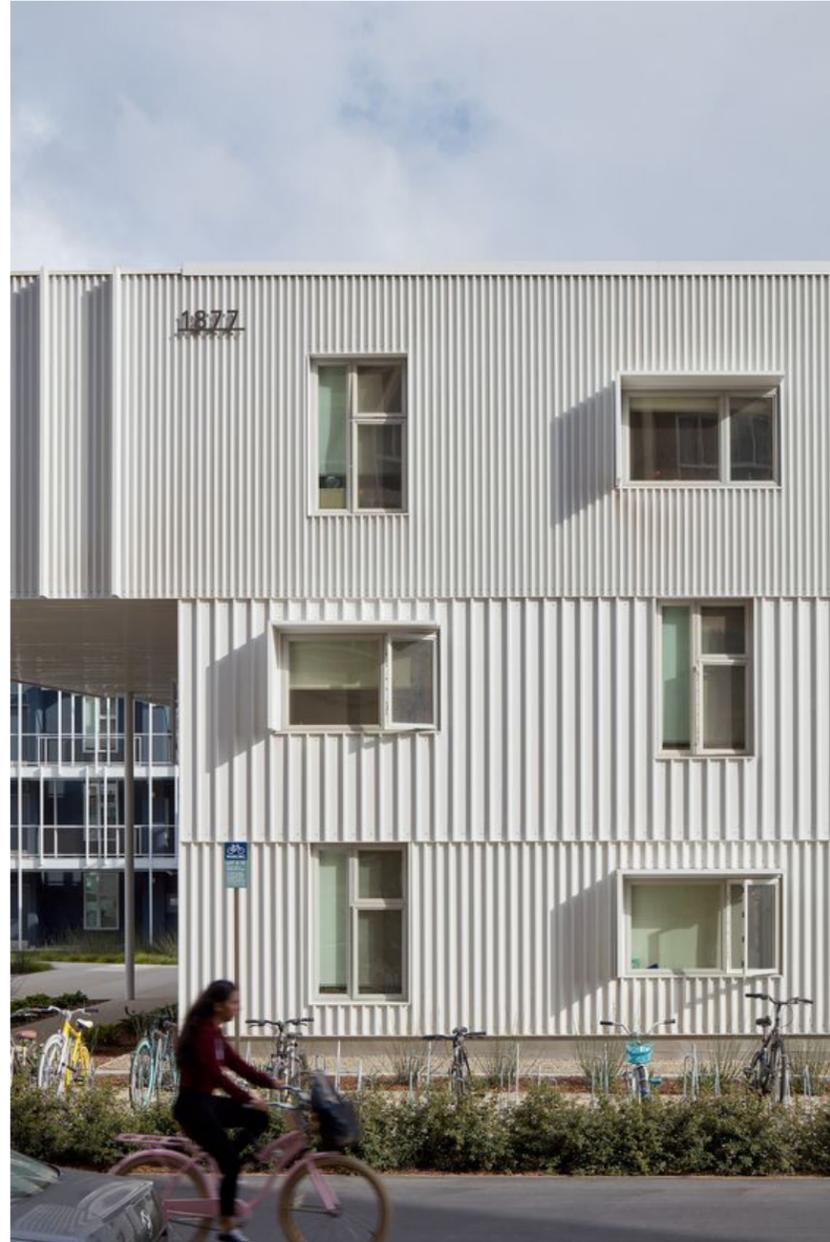
Existing Conditions



Existing Conditions











AERIAL

BRACHA MIXED-USED HEADQUARTERS |

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ENTRY PERSPECTIVE

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BUILDING 2

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