



TOWN OF LITTLE ELM PLANNING & ZONING COMMISSION

July 18, 2024

Persons may address the Planning and Zoning Commission on any issue. This is the appropriate time for citizens to address the Commission on any concern whether on this agenda or not. Each member of the public who desires to address the P&Z Commission regarding an item on an agenda for an open meeting of the P&Z Commission shall have the right to address the Commission on the item before the Commission's consideration of the item. All speakers not requiring a translator are given 3 minutes to speak and may address the Commission only once on each agenda item. Non-English Speakers who require a translator are given 6 minutes to speak and may address the Commission only once on each agenda item. In accordance with the State of Texas Open Meeting Act, the board may not comment or deliberate such statements during this period, except as authorized by Section 551.042, Texas Government Code. To address the Commission for any public hearing item please sign a speaker's sheet located on the tables by the front entry and submit to a Staff member.

1. **5:50 PM Work Session**

2. **6:00 PM Regular Meeting**

3. **Roll Call**

4. **Consent Agenda**

1. **Adoption of the June 20, 2024 Planning & Zoning Commission Meeting Minutes**

2. **REPLAT/ Alta 380 Addition, Lots 4 & 5, Block A (RP-24-003730).** Presentation, discussion, and consideration on a request for a replat consisting of 1.739 acres, being a replat of lots 4 & 5, Block 1, Alta 380, generally located on the northwest corner of the intersection of U.S.Highway 380 and FM 2931 within Little Elm's Town Limits.
- Presentation
 - Discussion
 - Consideration

3. **REPLAT/ Alta 380 Addition, Lots 7 & 8, Block A (RP-23-003732).** Presentation, discussion, and consideration on a request for a replat consisting of 1.808 acres, being a replat of lots 7 & 8, Block 1, Alta 380, generally located on the northwest corner of the intersection of U.S.Highway 380 and FM 2931 within Little Elm's Town Limits.
- Presentation
 - Discussion
 - Consideration

4. **REPLAT/ 3P Little Elm (RP-24-003288).** Presentation, Discussion, and Consideration, on a request for a replat consisting of 0.790 acres, being a replat of lot 3, Block A, Elm Little Property Addition, generally located approximately 300 feet east of the intersection of East Eldorado and Preston on the Lakes Blvd., within Little Elm's Town Limits.
- Presentation
 - Discussion
 - Consideration

5. **REPLAT/ Highland Circle Replat (RP-24-003064).** Presentation, Discussion, and Consideration on a request to replat 0.568 acres of land consisting of lots 5 & 6R of Block D of the Southside Acres Subdivision, generally located on the southwest corner of W. Eldorado Parkway and Highland Circle, within Little Elm's Town Limits.
- Presentation
 - Discussion
 - Consideration

5. **Regular Agenda**

1. **PUBLIC HEARING/ Little Elm Parkway Kroger Planned Development Amendment (PD-24-003724).** Presentation, Discussion, Public Hearing, and Consideration on a request to amend the existing Planned Development, currently zoned as Planned Development, based on Light Commercial Standards, through Ordinance No. 953, generally located on the northwest corner of the intersection of F.M. 423 and Little Elm Parkway, within Little Elm's town limits, in order to allow for two additional outparcels.
- Presentation
 - Open Public Hearing
 - Receive Public Comment
 - Close Public Hearing
 - Discussion and Recommendation
2. **PUBLIC HEARING/ Plat Vacation of Spring Branch II Addition.** Presentation, Public Hearing, Discussion, and Recommendation on a Town initiated request to vacate a final plat titled "Spring Branch II Addition" for Block A, Lots 1 and 2, encompassing 4.992 acres of land, approved by the Town of Little Elm on the 14th of February, 2023 and later filed with Denton County under document number 2023-54.
- Presentation
 - Open Public Hearing
 - Receive Public Comment
 - Close Public Hearing
 - Discussion and Recommendation

6. **Discussion of future agenda items, update on Council action, and requests for new business considerations**

1. Presentation and Discussion regarding the Unified Development Code process.

7. **Adjourn**

Certificate

I certify that the above notice of the Planning & Zoning Commission meeting was posted on the bulletin board of the Town of Little Elm, Texas on September 11th, 2020, prior to 5:00 p.m. The Little Elm Town Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive service must be made 48 hours prior to this meeting. Please contact the Town Secretary's office at 214-975-0404 or 972-377-5540 (fax) for arrangements.



TOWN OF LITTLE ELM PLANNING & ZONING COMMISSION

07/18/2024

OVERVIEW

Project	Adoption of the June 20, 2024 Planning & Zoning Commission Meeting Minutes
P&Z Hearing	07/18/2024
Council Hearing	N/A
Size	N/A
Current Zoning	N/A
Proposed Use	N/A
Existing Use	N/A
Future Land Use Plan Designation	N/A
Applicant	N/A
Owner	N/A
Strategic Goal	

Agenda Item

Adoption of the June 20, 2024 Planning & Zoning Commission Meeting Minutes

Location

N/A

Planning Analysis

N/A

Recommended Action

N/A

Attachments

Meeting Minutes 06 20 24

DRAFT



Minutes

Town of Little Elm
PLANNING & ZONING COMMISSION
Regular Meeting
Thursday, JUNE 20, 2024 - 6:00 pm

Present: Tom Ocelli, Commissioner; Stephen Horn, Commissioner; Michael Bell, Commissioner; Ron Trees, Chairman; Robert Martin, Vice-Chair; Brian Kuberski, Alternate Commissioner

Absent: Jack Skinner, Commissioner; Brent Thibeaux, Commissioner; Deb Cadet, Alternate Commissioner

Staff Present: Olga Chernomorets, Managing Director of Planning Services
Brian Salvesen, Senior Planner
Citlali Castro, Planner
Natasha Roach, Assistant EDC Director

1. **5:50 PM Work Session**

2. **6:00 PM Regular Meeting**

3. **Roll Call**

4. **Consent Agenda**

Motion: Approve consent agenda as presented.

1. Adoption of the May 16, 2024 Planning & Zoning Commission Meeting Minutes

Agenda item approved in consent agenda motion.

Motion by Vice-Chair Robert Martin, seconded by Commissioner Tom Ocelli

AYE: Commissioner Tom Ocelli, Commissioner Stephen Horn, Commissioner Michael Bell,
Chairman Ron Trees, Vice-Chair Robert Martin, Alternate Commissioner Brian Kuberski

6 - 0 Passed - Unanimously

5. **Regular Agenda**

1. **PUBLIC HEARING/ The Bracha Addition Planned Development (PD-23-000279).** Presentation, Public Hearing, Discussion, and Take Action on a request to rezone approximately 1.6 acres of land, currently zoned as Light Commercial, generally located west of the intersection of King Road and FM 423, within Little Elm's town limits, in order to establish a new Planned Development - Light Commercial District, with modified development standards to allow for redevelopment.
 - Presentation
 - Public Hearing held on May 16, 2024 Meeting
 - Reopen, Hold, and Close Public Hearing if desired
 - Discussion and Recommendation

Staff presented agenda item.

Commissioner Horn asked if veneer would be allowed per Town standards and if the applicant was proposing veneer.

- Staff clarified that veneer is considered an approved type of material per the Town Ordinance. The applicant did propose veneer for their buildings.

Natasha Roach, the Assistant EDC Director, read the attached letter of support from the Executive Director of the Little Elm EDC, Jannette Espinosa.

Chairman Trees opened the public hearing at 6:12pm. There were no speakers present.

Chairman Trees closed the public hearing at 6:12pm.

The applicant, Syra Carpenter and their consultants were present to present and elaborate their proposal.

Vice-chair Martin asked the applicant why they changed the time frame to remodel the second building from 12 months after receiving the main building's certificate of occupancy (CO) to 24 months after receiving the main building's CO.

- The applicant stated that they did not want to over commit regarding the time frame. They want enough time in between the two projects.

Vice-chair Martin asked if moving the power lines was a cost issue.

- The applicant explained that the applicant does not have control since the power lines are not servicing their building.

Commissioner Ocelli asked if the long term goal was to add a boutique store in the area.

- The applicant stated that they are open to the idea.

Vice-chair Martin asked Staff to clarify if it is up to the Town to bring the power lines into compliance.

- Staff clarified that it would be a collaboration between the Town, the property owner, and the utility line owner.

Commissioner Horn asked for clarification as to why there was a low level of veneer. There was a concern regarding the two-year time frame for the development of the second building. If they were to sell the property, would the new owner have to honor the two-year time frame?

- Staff stated that if the applicant were to sell the building, the PD is accompanied by a development agreement (DA), and the new property owner would have to comply with the time frame since the agreement runs with the land.

Commissioner Kuberski stated that the proposal is a unique space, and it is different from what exists in the area. He believes that the site significantly improved over the last meeting and the applicant took the Commission's advice and suggestions.

Chairman Trees stated that he would be in support because it is improving an older building.

Commissioner Horn understood that there is a need for cross-access and is generally in favor of the proposal.

Vice-chair Martin asked if they were going to change the fence.

- Staff reminded the Commission that in the last meeting, the applicant had been requesting a chain link fence, but the Commission recommended wrought iron.

Commissioner Ocelli stated he believes that something needs to be done with the site, but does not agree that the proposed plan is what should be there.

Commissioner Bell did not believe that the Town should reduce their standards. Therefore, he was not in support of the project.

Motion: Approve agenda item with the following conditions:

- The applicant provides photo-realistic swatches of the proposed materials
- The applicant replaces the existing fence with a wrought iron fence

Motion by Alternate Commissioner Brian Kuberski, seconded by Vice-Chair Robert Martin

AYE: Commissioner Stephen Horn, Chairman Ron Trees, Vice-Chair Robert Martin,
Alternate Commissioner Brian Kuberski

NAY: Commissioner Tom Ocelli, Commissioner Michael Bell

4 - 2 Passed

6. **Discussion of future agenda items, update on Council action, and requests for new business considerations**

7. **Adjourn**

Adjourned at 6:38pm.



TOWN OF LITTLE ELM PLANNING & ZONING COMMISSION

07/18/2024

OVERVIEW

Project	REPLAT/ Alta 380 Addition, Lots 4 & 5, Block A (RP-24-003730)
P&Z Hearing	07/18/2024
Council Hearing	N/A
Size	Approximately 1.739 acres
Current Zoning	Planned Development (Light Commercial Base)
Proposed Use	Light Commercial (LC)
Existing Use	Vacant
Future Land Use Plan Designation	Retail/Commercial
Applicant	Jeremy Nelson, Kirkman Engineering
Owner	Little Elm 380 Plaza LLC
Strategic Goal	

Agenda Item

REPLAT/ Alta 380 Addition, Lots 4 & 5, Block A (RP-24-003730). Presentation, discussion, and consideration on a request for a replat consisting of 1.739 acres, being a replat of lots 4 & 5, Block 1, Alta 380, generally located on the northwest corner of the intersection of U.S.Highway 380 and FM 2931 within Little Elm's Town Limits.

- Presentation
- Discussion
- Consideration

Location

Generally located at the northwest corner of the intersection of U.S.Highway 380 and FM 2931 within Little Elm's Town Limits.

Planning Analysis

The purpose of a replat is to make changes to a recorded final plat. This replat submittal is to replat two currently platted and recorded properties into one combined lot in order to develop these properties as one development.

At this time the applicant has not been able to meet all the Town's Subdivision requirements and requests an extension to August 1, 2024 Regular Planning and Zoning Meeting.

Recommended Action

Staff recommends approval of the applicant's extension request for the August 1, 2024 Regular Planning and Zoning Commission meeting.



TOWN OF LITTLE ELM PLANNING & ZONING COMMISSION

07/18/2024

OVERVIEW

Project	REPLAT/ Alta 380 Addition, Lots 7 & 8, Block A (RP-23-003732)
P&Z Hearing	07/18/2024
Council Hearing	N/A
Size	Approximately 1.808 acres
Current Zoning	Planned Development (Light Commercial Base)
Proposed Use	Retail/Commercial
Existing Use	Vacant
Future Land Use Plan Designation	Retail/Commercial
Applicant	Jeremy Nelson, Kirkman Engineering
Owner	Little Elm 380 Plaza LLC
Strategic Goal	

Agenda Item

REPLAT/ Alta 380 Addition, Lots 7 & 8, Block A (RP-23-003732). Presentation, discussion, and consideration on a request for a replat consisting of 1.808 acres, being a replat of lots 7 & 8, Block 1, Alta 380, generally located on the northwest corner of the intersection of U.S.Highway 380 and FM 2931 within Little Elm's Town Limits.

- Presentation
- Discussion
- Consideration

Location

Generally located at the northwest corner of the intersection of U.S.Highway 380 and FM 2931 within Little Elm's Town Limits.

Planning Analysis

The purpose of a replat is to make changes to a recorded final plat. This replat submittal is to replat two currently platted and recorded properties into one combined lot in order to develop these properties as one development.

At this time the applicant has not been able to meet all the Town's Subdivision requirements and requests an extension to August 1, 2024 Regular Planning and Zoning Meeting.

Recommended Action

Staff recommend approval of the applicant's extension request.



TOWN OF LITTLE ELM PLANNING & ZONING COMMISSION

07/18/2024

OVERVIEW

Project	REPLAT/ 3P Little Elm (RP-24-003288)
P&Z Hearing	07/18/2024
Council Hearing	N/A
Size	Approximately 0.790 acres
Current Zoning	Planned Development (Light Commercial Base)
Proposed Use	Retail/Commercial
Existing Use	Vacant
Future Land Use Plan Designation	Retail/Commercial
Applicant	Lokesh Prasad
Owner	Lokesh Prasad
Strategic Goal	

Agenda Item

REPLAT/ 3P Little Elm (RP-24-003288). Presentation, Discussion, and Consideration, on a request for a replat consisting of 0.790 acres, being a replat of lot 3, Block A, Elm Little Property Addition, generally located approximately 300 feet east of the intersection of East Eldorado and Preston on the Lakes Blvd., within Little Elm's Town Limits.

- Presentation
- Discussion
- Consideration

Location

Generally located approximately 300 feet east of the intersection of East Eldorado and Preston on the Lakes Blvd., within Little Elm's Town Limits.

Planning Analysis

The purpose of a replat is to make changes to a recorded final plat. The Final Plat was approved in 2014 which divided up the block into three lots, of which this lot, lot 3, was approved at 0.790 acres in size.

The purpose of the replat is to establish a Fire, Access, and Utility Easement to service the property in order to allow for the development of the property. Typical Town Subdivision Standards would not allow for the dead-end fire lane and would require two points of access. However, due to not having the easements established on the neighboring property to the west, special consideration was given by the Town's Fire

Marshal and Town Engineer to allow for the dead-end. This was all established during a Planned Development Request which was approved in 2022 which included a site plan with the same lot layout that this replat supports.

At this time the applicant has not been able to meet all the applicable Town Subdivision requirements and requests an extension to the August 1, 2024 Regular Planning and Zoning Meeting.

Recommended Action

Staff recommend approval of the applicant's extension to the August 1, 2024 Regular Planning and Zoning Meeting.



TOWN OF LITTLE ELM PLANNING & ZONING COMMISSION

07/18/2024

OVERVIEW

Project	REPLAT/ Highland Circle Replat (RP-24-003064)
P&Z Hearing	07/18/2024
Council Hearing	N/A
Size	Approximately 0.568 acres
Current Zoning	Single Family (A1)
Proposed Use	Residential
Existing Use	Vacant
Future Land Use Plan Designation	Low Density Residential
Applicant	David Jett, Eagle Surveying, LLC
Owner	Dwayne and Krystal Zimmerman
Strategic Goal	

Agenda Item

REPLAT/ Highland Circle Replat (RP-24-003064). Presentation, Discussion, and Consideration on a request to replat 0.568 acres of land consisting of lots 5 & 6R of Block D of the Southside Acres Subdivision, generally located on the southwest corner of W. Eldorado Parkway and Highland Circle, within Little Elm's Town Limits.

- Presentation
- Discussion
- Consideration

Location

Generally located on the southwest corner of W. Eldorado Parkway and Highland Circle, within Little Elm's Town Limits.

Planning Analysis

The purpose of this replat is to combine two residential lots into one. Back in 2014 lot 6R was reduced in size and width due to the expansion of W. Eldorado on its northern side. The properties will still meet the zoning requirements of the Single Family-A1 District which is the current zoning of both properties, particularly the minimum lot width requirement of 80', which lot 6R has not met since the ROW take was done in 2014.

The applicant is still working to bring the plat into compliance with the Town's Subdivision Ordinance and requests an extension to the August 1, 2024 Regular Planning and Zoning Meeting. Since this is a Residential

Replat, a public hearing will be held once the submittal meets the Town's Subdivision Ordinance.

Recommended Action

Staff recommends approval of the applicant's request to extend the item to the August 1, 2024 Regular Planning and Zoning Commission meeting.



TOWN OF LITTLE ELM PLANNING & ZONING COMMISSION

07/18/2024

OVERVIEW

Project	PUBLIC HEARING/ Little Elm Parkway Kroger PD Amendment (PD-24-003724)
P&Z Hearing	07/18/2024
Council Hearing	TBD
Size	Approximately 17.740 acres
Current Zoning	Planned Development (Light Commercial Base)
Proposed Use	Light Commercial (LC)
Existing Use	Light Commercial (LC)
Future Land Use Plan Designation	Commercial/Retail
Applicant	Bill Hanks, Rosebriar Little Elm LP
Owner	Kroger Texas LP and Rosebriar Little Elm LP
Strategic Goal	

Agenda Item

PUBLIC HEARING/ Little Elm Parkway Kroger Planned Development Amendment (PD-24-003724).

Presentation, Discussion, Public Hearing, and Consideration on a request to amend the existing Planned Development, currently zoned as Planned Development, based on Light Commercial Standards, through Ordinance No. 953, generally located on the northwest corner of the intersection of F.M. 423 and Little Elm Parkway, within Little Elm's town limits, in order to allow for two additional outparcels.

- Presentation
- Open Public Hearing
- Receive Public Comment
- Close Public Hearing
- Discussion and Recommendation

Location

Generally located on the northwest corner of Little Elm Parkway and FM 423, within Little Elm's Town Limits.

Planning Analysis

Background.

The subject property consists of six lots with all but one fully built out, totaling approximately 17.740 acres. This land was annexed into the Town in two parts, first in 1966 through Ordinance 19, and then the remainder of the property through Ordinance 519 in 2001. The subject property is currently zoned Planned Development (PD), with a Light Commercial (LC) base, through Ordinance No. 953, approved in 2009. In 2018 the PD was amended through Ordinance No. 1457 to include a carved-out parcel for the Hat Creek Restaurant which included development standards limited to only the new Hat Creek parcel.

Subject property is bound by: Eldorado Estates West neighborhood to the north and west, Light Commercial areas to the south and southeast, on the opposite sides of both FM 423 and Little Elm Parkway, and Marina Vista Estates on the southside of Little Elm Parkway.

The existing PD was envisioned as a large, unified, commercial district, providing for different types of commercial uses throughout the site anchored by a large big-box tenant. The overall PD area has been subdivided into several parcels, the land within the PD currently contains two strip-retail buildings along the western boundary adjacent to East Eldorado, multiple small office buildings in the center area along Little Elm Parkway, the Hat Creek quick-service restaurant pad side, the Kroger store with fuel station, and multiple retail buildings and outparcels along FM 423.

The original Planned Development established the following standards:

1. Use changed to Light Commercial from retail;
2. Changed the rear yard setback requirements from 120 feet to 35 feet;
3. Allowed for off-site multitenant signs; and,
4. Required large evergreen trees every 25 feet where land was adjacent to residential zoning instead of every 50 feet.

Earlier this year, the property owner of some of the parcels reached out to staff about creating two parcels carved out of the existing larger parcels where there is only parking lot. One proposed lot is already owned by the applicant, the other is owned by Kroger LP but once the proposed lot is platted, it would be sold to the applicant. However, since both lots are under one acre they do not meet the lot size requirement of the Light Commercial District and there are not any waivers for lot size under the current PD.

Proposal.

The applicant is proposing to amend the concept site plan in the original PD, minimum lot size requirement, and sign requirements in order to allow for the carving out of two more parcels within the PD. The applicant is not proposing any development waivers at this time but in order to start the property acquisition process must have the lots platted, and in order for the lots to be platted, they must meet the zoning requirements of the districts.

The signage for the FM 423 site will meet the Town's Sign Ordinance but staff have worked with the applicant to establish additional stipulations with regard to signage on the Little Elm Parkway site.

Uses.

The use for the properties would remain the same, Light Commercial. Given current development trends for single tenant parcels, it is likely that the applicant will return with another zoning request for a drive-thru, but tenants and site layouts are not fully known at this time.

Zoning Standards.

This is only a concept plan amendment and any further development of these parcels must follow the zoning standards for site development in the Town's Ordinance or within this PD with the exception of property area size. Staff and the applicant have gone through the exercise of creating lot layouts in compliance with current standards on both sites. Should a drive-thru be envisioned by a future tenant, an SUP will be required.

Design Standards.

There are no new proposed design standards in this PD proposal. All buildings will fully comply with the design standards listed in Chapter 106, Division 1. - Exterior Construction and Architectural Design Standards, Sec. 106.06.05 - Architectural Standards for Commercial Structures (includes office, retail, commercial, mixed use, etc.), and the existing PD Ordinance, both as amended, with no additional modifications.

Landscaping Standards.

There are no new proposed landscape standards in this PD proposal. All landscaping will fully comply with the standards listed in Chapter 106, Division 2. - Landscaping and Tree Preservation, and more specifically Sec. 106.06.18 - Commercial Landscape Requirements, as well as the existing PD Ordinance, both as amended, with no additional modifications.

Parking.

This is only a concept plan, any development will be required to conform to Town's Parking standards, as amended. Both sites are currently over parked and the removal of parking spaces from their current retail area will not put the properties out of compliance with current parking ratios. Kroger requires 454 parking spaces, there are currently 512 spaces on the property. The new parcel from the Kroger lot would remove 58 spots, which still leaves Kroger with 454 spaces, the exact amount required per the Town's Parking Ordinance for Big Box stores at a ratio of 1 space per 250 square feet of building space.

The Rosebriar lot is also over parked, containing 268 parking spaces but requiring only 170 at its current layout. The parking removed by this new parcel would remove 76 spaces, still leaving 22 excess spaces. It is possible in the future for Rosebriar to add around 7,000 square feet in building space at the far northern end of their property, which would require around 35 parking spaces. However, with this PD amendment the property owner would potentially be limited on the amount or type of development here.

Subdivision.

The replat of this site will still have to meet all subdivision ordinances, approval of this concept plan does not approve any new layout of public facilities, easements, or any other aspect of subdivision plat review. As a part of the replat, all utilities that run through multiple properties will need to be dedicated as shared.

Signage.

The existing PD does allow for off-site signage for businesses located within the development. It also prohibits single tenant properties from being on multi-tenant signs. New signs will still need to go through the permitting process. The sign for the Little Elm Parkway site will be allowed to be off-site since the property does not have ROW frontage. Since there is a multi-tenant sign along the ROW frontage in front of the site, Staff have requested the applicant put the single tenant sign 100' from the multi-tenant sign and 30' from the ROW. The typical sign spacing requirement in the sign code is 75' between each sign, however given the large number of signs on the site, staff wanted to provide additional spacing to maintain visual separation of all signs. Staff are also requesting the sign be 30' from the ROW to maintain the same distance as the Banfield Vet Clinic sign in order to maintain a unified site character. The applicant has agreed to these staff-recommended stipulations so long as the sign can still fit within the east-west limits of the property if the property line was extended south to the ROW. Staff believes this is possible and the sign location is shown in the new site plan.

Fire and Engineering.

Proposed concept plans have been reviewed and generally approved for the purposes of the zoning request only. This is not an approval of the plans for actual construction and does not prevent additional necessary changes to the site plan as determined during the review of the Site Development Permit.

Comprehensive Plan.

This concept plan amendment aligns with the comprehensive plan for the area, which has a primary goal of creating a strong commercial corridor at the corner of Little Elm Parkway and FM 423.

Recommended Action

Recommendation.

Retail development in key identified areas is important especially at corners of strong commercial corridors.

Based on the previously approved PD concept plan, and subsequent amendment that added Hat Creek restaurant, the commercial tract in its entirety was envisioned as a large unified retail/commercial development with a big box anchor and multiple out parcels. Staff believes that the proposed lot creation aligns with the intent of that original PD Ordinance.

The intent of the current property owners is to subdivide the largest interior commercial tracts in order to create more commercial space instead of unused parking area. Staff believes that given the lack use of these parking areas, along with the spaces currently above the required Parking Standards, the proposed PD Amendment still aligns with the commercial uses envisioned for this PD Ordinance. Additionally, establishing two new commercial lots allows for new sales tax and business opportunities along one of the Town's major commercial corners.

Attachments

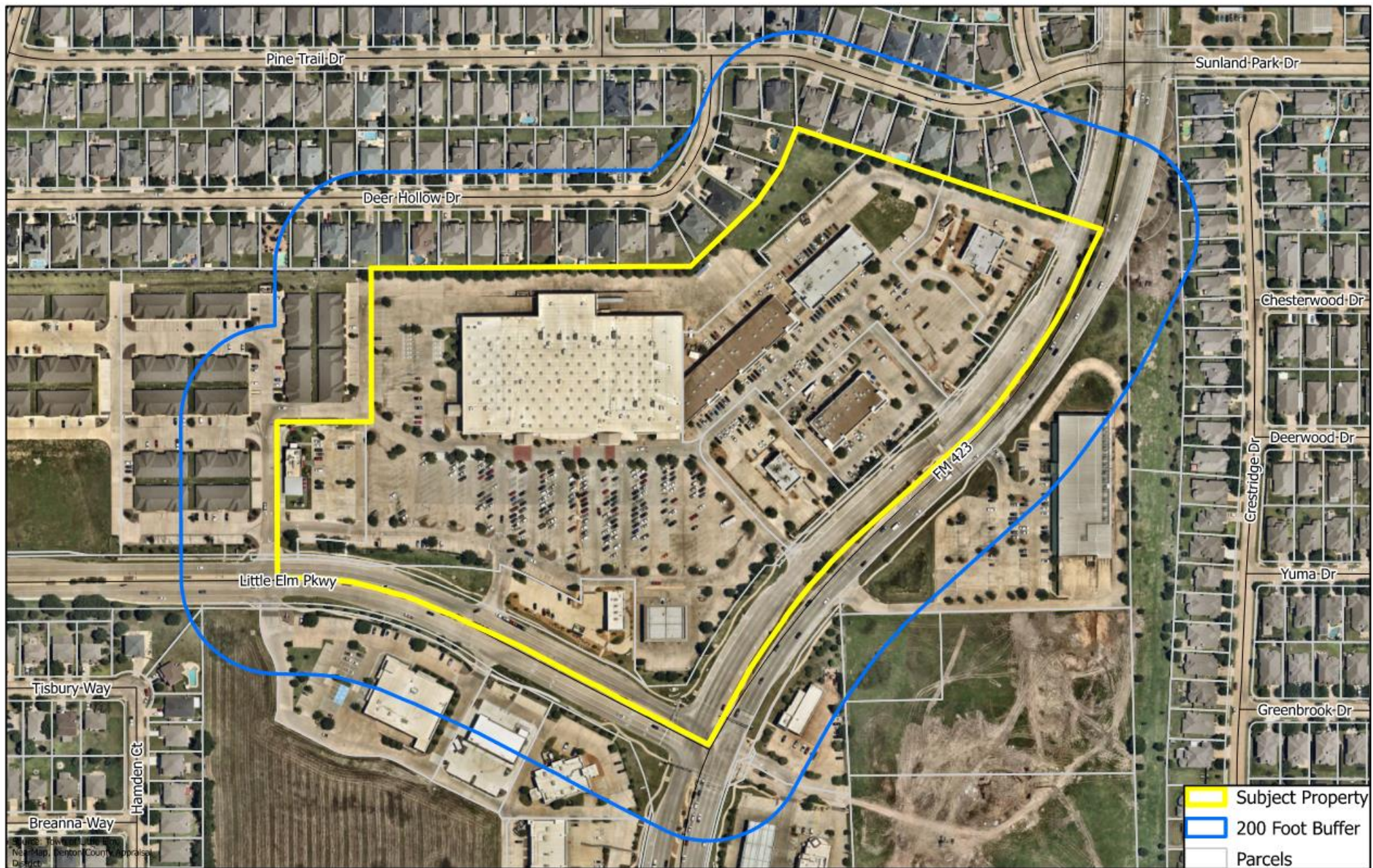
Location Map

Existing Plat

Proposed Site Plan

Existing Reciprocal Easement Agreement

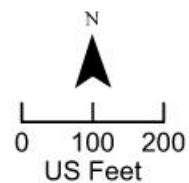
Proposed Draft Reciprocal Easement Agreement



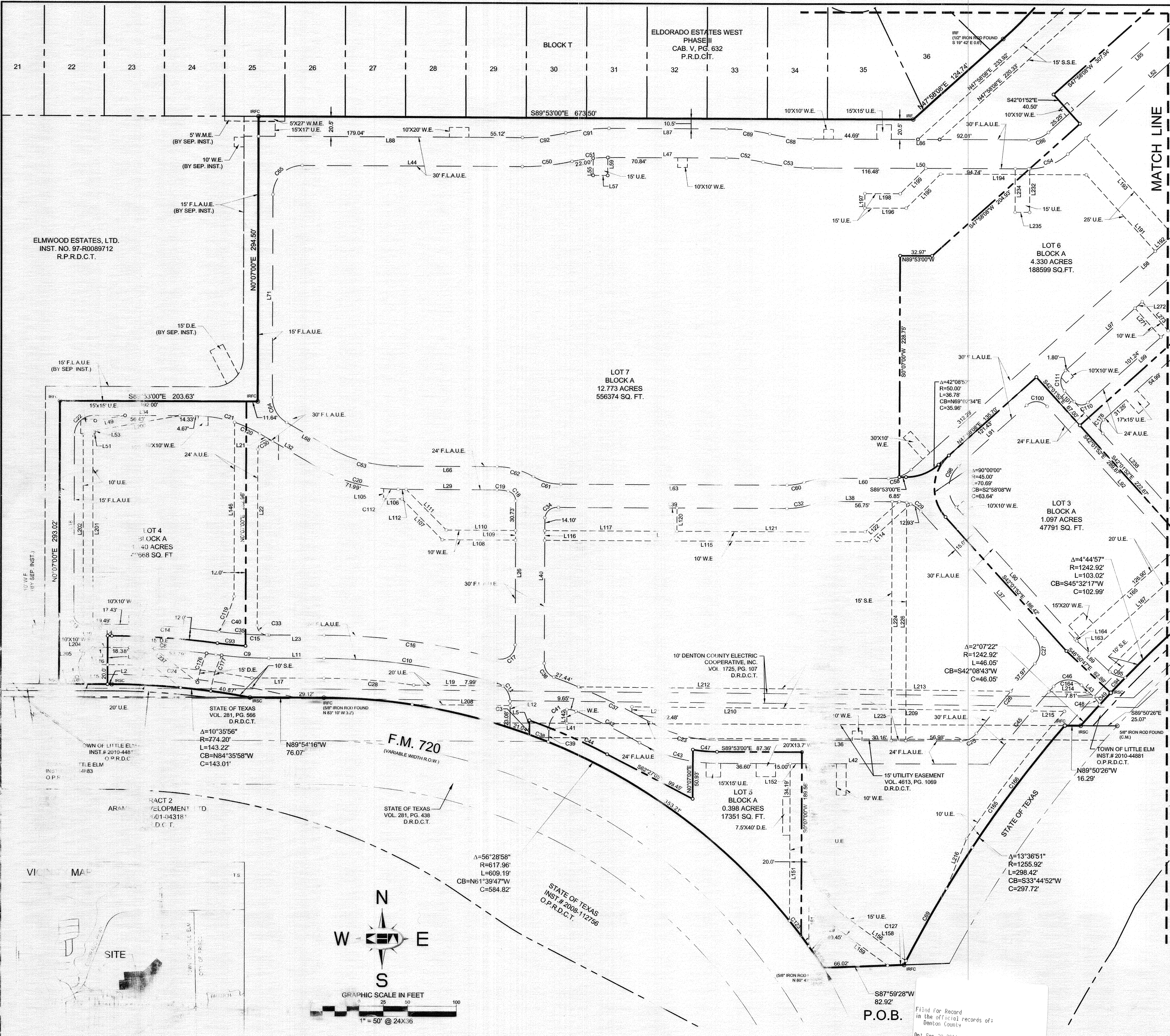
Kroger PD Amendment
PD-24-003724
Little Elm, TX 75068

Town of Little Elm
Denton County, Tx

Date: 6/28/2024



This product is to be used for graphical representation only. The accuracy is not to be taken/used as data produced for engineering purposes or by a Registered Professional Land Surveyor for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed. Town of Little Elm and its members assume no responsibility for the accuracy of said data.



CURVE TABLE						CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C3	2°25'42"	115.07	4.87	N01°19'51"E	4.87	C70	90°00'00"	10.00	15.71	S02°58'06"W	14.14
C6	41°09'53"	30.07	21.61	N20°31'04"W	21.14	C71	90°00'00"	20.00	31.42	N02°58'06"E	28.28
C7	84°52'03"	20.00	26.62	S47°40'02"W	26.99	C72	90°03'24"	10.00	15.72	N63°03'34"E	14.15
C8	73°50'00"	812.20	107.50	N86°06'26"W	107.42	C73	34°05'51"	64.59	38.44	N36°25'09"E	37.87
C9	73°52'11"	412.00	54.57	S86°06'36"E	54.53	C74	80°56'18"	32.00	34.03	S78°22'53"W	32.45
C10	15°33'39"	658.49	178.83	N82°07'27"W	178.28	C75	90°00'00"	20.00	31.42	N63°51'02"E	28.28
C11	74°32'05"	20.00	26.02	N37°09'03"E	24.22	C76	29°07'06"	62.00	31.51	N56°35'25"W	31.17
C12	30°57'28"	132.59	71.59	N49°00'07"E	70.72	C77	77°14'56"	34.00	45.84	N03°24'25"W	42.45
C13	90°00'56"	10.00	15.71	S44°53'28"E	14.14	C78	7°18'59"	1078.82	137.78	N38°52'33"E	137.67
C14	73°35'00"	836.20	110.68	S86°06'26"E	110.59	C79	86°18'40"	20.00	30.13	S00°37'18"E	27.36
C15	73°52'11"	388.00	51.39	S86°06'36"E	51.35	C80	2°01'43"	1128.82	40.00	N02°42'33"E	40.00
C16	15°04'06"	682.49	179.48	S82°22'13"E	178.97	C81	93°55'03"	20.00	32.78	N89°15'51"E	29.23
C17	105°02'50"	15.00	27.50	N52°38'25"E	23.81	C82	7°05'16"	1054.82	130.49	N38°45'41"E	130.40
C18	76°52'23"	10.00	13.42	N38°19'12"W	12.43	C83	77°14'56"	10.00	13.48	N03°24'25"W	12.48
C19	13°07'37"	50.00	11.46	N83°19'12"W	11.43	C84	29°07'06"	38.00	19.31	N56°35'25"W	19.10
C20	30°09'55"	165.00	86.87	N74°48'03"W	85.87	C85	80°56'18"	8.00	8.51	S78°22'53"W	8.11
C21	30°09'55"	135.00	71.08	N74°48'03"W	70.26	C86	42°08'52"	30.00	22.07	S69°02'34"W	21.57
C22	90°00'00"	20.00	31.42	S45°07'00"W	28.28	C87	90°00'00"	10.00	15.71	N87°01'52"W	14.14
C23	29°31'11"	138.00	71.10	S75°07'22"E	70.32	C88	12°50'19"	200.00	44.82	N83°27'51"W	44.72
C24	10°46'57"	794.20	149.46	N84°49'33"W	149.24	C89	12°50'19"	200.00	44.82	N83°27'51"W	44.72
C25	52°24'54"	20.00	18.30	N63°54'33"E	17.66	C90	7°35'00"	824.20	109.09	N86°06'26"W	109.01
C26	4°05'06"	1321.42	94.21	N39°44'39"E	94.19	C91	12°50'19"	200.00	44.82	S83°41'50"W	44.72
C27	83°49'04"	20.00	29.26	N00°07'20"W	26.72	C92	12°50'19"	200.00	44.82	S83°41'50"W	44.72
C28	8°19'28"	637.99	92.69	N85°44'32"W	92.61	C93	4°09'25"	400.00	29.02	S84°23'39"E	29.02
C29	47°51'08"	30.00	25.06	N65°57'26"W	24.33	C94	0°56'59"	1306.94	21.66	N43°39'46"E	21.66
C30	120°09'55"	10.00	20.97	S60°11'57"W	17.33	C95	32°33'00"	30.47	17.31	N69°48'01"W	17.08
C31	24°13'14"	63.27	26.75	S83°32'59"W	26.55	C96	90°00'00"	30.00	47.12	N02°58'08"E	42.43
C32	19°13'56"	77.00	25.85	S80°30'01"W	25.73	C100	90°00'00"	15.00	23.56	S87°01'52"E	21.21
C33	89°43'38"	10.00	15.66	S44°44'50"E	14.11	C109	180°00'00"	20.00	62.83	S42°01'52"E	40.00
C34	90°00'00"	12.52	19.66	S52°22'47"W	17.70	C110	90°00'00"	10.00	15.71	N87°01'52"W	14.14
C35	7°17'42"	388.00	49.40	N85°57'47"W	49.37	C111	90°00'00"	15.00	23.56	N02°58'08"E	21.21
C36	69°46'44"	15.00	18.27	S34°46'22"E	17.16	C112	5°09'58"	165.00	14.88	N87°18'01"W	14.87
C37	9°18'01"	682.49	110.78	S65°00'44"E	110.66	C116	5°07'52"	1055.82	94.50	S80°54'18"W	94.52
C38	1°56'22"	617.99	20.92	S68°57'06"E	20.57	C118	5°03'57"	1065.82	94.20	N40°57'49"E	94.20
C39	5°14'49"	135.00	12.36	N02°44'24"E	12.36	C119	17°15'23"	132.50	39.90	N23°43'12"E	39.76
C40	0°02'34"	836.20	0.62	N82°20'13"W	0.62	C120	12°00'57"	135.00	28.20	S65°43'34"E	28.26
C41	113°12'51"	20.00	39.52	N56°43'25"E	33.40	C123	1°47'59"	617.96	19.40	N38°04'20"W	19.41
C42	6°21'47"	658.49	73.13	S63°32'37"E	73.09	C126	35°44'34"	102.50	63.90	S35°52'15"E	62.91
C43	29°31'11"	162.00	83.47	S75°07'22"E	82.55	C127	0°12'34"	1255.92	4.58	S27°02'43"W	4.59
C44	7°56'14"	631.99	87.36	S66°24'42"E	87.29	C128	19°51'53"	117.50	40.76	N43°43'35"W	40.53
C45	4°38'09"	1291.42	104.49	N39°16'03"E	104.46	C129	1°14'32"	617.96	13.40	N36°33'05"W	13.40
C46	91°42'33"	20.00	32.01	N87°26'24"E	28.70	C130	4°30'57"	132.50	10.44	S46°59'02"E	10.44
C47	9°32'46"	150.00	24.99	S85°06'37"E	24.96	C131	8°07'58"	147.50	20.94	S48°47'32"E	20.92
C48	19°43'58"	30.22	10.41	S36°59'29"E	10.36	C132	27°33'34"	147.50	70.98	S47°18'11"W	70.27
C49	0°44'10"	1306.94	16.79	N42°49'11"E	16.79	C136	36°16'18"	97.50	61.72	S51°39'32"W	60.70
C50	12°50'19"	230.00	51.54	N83°11'50"E	51.43	C138	6°59'37"	102.00	12.45	N45°31'41"W	12.44
C51	12°50'19"	170.00	38.09	N83°11'50"E	38.01	C164	0°03'18"	1260.92	1.21	S42°27'13"W	1.21
C52	12°50'19"	170.00	38.09	S83°27'51"E	38.01	C165	7°30'57"	1260.92	1.66	N37°17'23"E	1.65
C53	12°50'19"	230.00	51.54	S83°27'51"E	51.43	C166	7°12'34"	1258.37	1.58	S36°59'49"W	1.58
C54	42°08'52"	60.00	44.14	N69°02'34"E	43.15	C167	10°13'33"	1111.23	1.98	S38°33'26"W	1.98
C55	60°52'54"	20.00	21.25	N78°24'35"E	20.27	C176	12°17'33"	146.25	31.00	N17°15'31"E	31.32
C56	90°00'00"	20.00	31.42	S26°08'58"E	28.28	C177	16°53'04"	131.25	38.00	S16°51'40"W	38.54
C57	29°07'06"	30.00	15.25	S43°24'35"W	15.08	C178	90°00'00"	10.00	15.71	S02°58'08"W	14.14
C58	42°08'52"	35.00	25.75	S68°02'34"W	25.17	C179	90°00'00"	20.00	31.42	S87°01'52"E	28.28
C59	23°29'10"	87.27	35.77	S83°05'35"W	35.52	C180	82°41'37"	20.00	30.13	N86°17'19"E	28.42
C60	19°20'11"	53.00	17.89	S80°26'54"W	17.80	C181	90°00'00"	20.00	31.42	S87°01'52"E	28.28
C61	30°13'11"	56.00	29.54	N74°46'25"W	29.20	C182	89°59'01"	20.00	30.13	N87°17'22"W	28.40
C62	30°13'11"	74.00	39.03	N74°46'25"W	38.58	C183	14°13'40"	30.00	7.00	S34°50'01"E	7.14
C63	30°09'55"	141.00	74.23	N74°48'03"W	73.38	C184	28°38'22"	102.00	50.00	N27°42'41"W	50.46
C64	59°50'05"	30.00	31.33	N29°48'03"W	29.93	C185	2°00'56"	1065.82	37.00	N37°25'22"E	37.49
C65	90°00'00"	30.00	47.12	N45°07'00"E	42.43	C186	7°23'25"	147.50	19.00	S63°12'52"E	19.01
C66	0°47'54"	1129.23	15.74	N44°04'33"E	15.74	C187	14°39'45"	117.50	30.00	N40°51'16"E	29.99
C67	16°33'10"	30.03	8.68	N50°30'22"W	8.65						
C68	0°00'56"	35665.90	9.73	N41°43'19"W	9.73						
C69	3°53'51"	1255.92	65.43	S29°05'56"W	65.42						

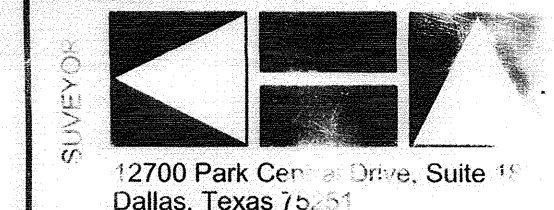
LEGEND:

IRSC = 5/8" IRON ROD SET W/ "KHA" CAP
IRF = IRON ROD FOUND
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D.E. = DRAINAGE EASEMENT
S.E. = SIDEWALK EASEMENT
S.S.E. = SANITARY SEWER EASEMENT
W.M.E. = WALL MAINTENANCE EASEMENT

NOTES:

- The bearings and distances are based on deed records in Clerk's File No. 899712, Deed Records of Denton County, Texas.
- The Property Owners Association shall be responsible for the maintenance of planimeter function and/or Lots 1, 4, 5, 6, 7, which will be owned in common ownership.
- This property is not subject to charges related to impact fees and the applicant should contact the Town regarding any applicable fees due.

FINAL PLAT
ROSEBRIAR MARKET PLACE ADDITION
LOTS 1-7, BLOCK A
22.578 ACRES
W. McFADDEN SURVEY
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS
TRACT NO. 893



Kimley-Horn
and Associates, Inc.
12700 Park Central Drive, Suite 150
Dallas, Texas 75251
Tel. No. (972) 335-3580
Fax No. (972) 335-3779
Contact: Bill Brignon, PE
B.Brignon@kimley-horn.com

OWNER: (LOTS 1-6)
Rosebriar Little Elm, L.P.
P.O. Box 541208
Dallas, Texas 75354-1208
Tel. No. 214-902-2287
Contact: Bill Hanks
bill@rosebriar.com

OWNER: (LOT 7)
Kroger Texas LP
1331 E. Airport Freeway
Irving, Texas
Tel. No.: (972) 785-6019
Contact: Christina Konrad
christina.konrad@kroger.com

APPLICANT / ENGINEER
Kimley-Horn and Associates, Inc.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Tel. No.: (972) 335-3580
Fax No.: (972) 335-3779
Contact: Bill Brignon, PE
B.Brignon@kimley-horn.com

FLOOD STATEMENT

According to Map No. 48121C0420, dated April 2, 1997, of the National Flood Insurance Program Map, Flood Insurance Rate Map of Denton County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is not within a special flood hazard area.

P.O.B.

Filed for Record
in the official records of:
Denton County
On: Sep 30, 2011 at 09:27A
As a
Plat Records
ROSEBRIAR MARKET PLACE ADDITION
Doc Number: 2011-187
No of Pages: 2
Amount: 100.00
Receipt Number: 833044
Sumas Paid:

Recorded in Cabinet _____ Slide _____, P.R.D.C.T.

Scale	Drawn by	Checked by	Date	Sheet No.
1" = 50'	SRD	DAB		1 OF 2

LINE TABLE			LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	S89°53'56"E	50.00'	L77	S71°08'58"E	135.88'	L171	N49°01'29"W	11.36'
L2	S89°53'56"E	4.36'	L78	S65°50'19"E	3.70'	L172	N42°31'48"W	57.44'
L3	N00°07'00"E	50.00'	L79	S60°31'40"E	61.96'	L191	S42°01'52"E	106.22'
L4	S89°53'58"E	4.34'	L80	S66°59'57"E	31.44'	L192	N47°58'08"E	25.00'
L5	N00°07'00"E	9.96'	L81	N66°59'57"W	57.06'	L193	N42°01'52"W	135.00'
L6	S89°53'56"E	27.43'	L82	N71°08'58"W	178.80'	L194	S89°53'00"E	150.35'
L10	S89°53'56"E	14.22'	L83	N75°42'14"W	71.58'	L195	S45°07'00"W	49.99'
L11	S89°54'16"E	56.87'	L84	N71°18'35"W	113.02'	L196	N49°53'00"W	42.72'
L12	S00°07'00"W	27.44'	L85	S47°58'08"W	328.93'	L197	N00°07'00"E	15.00'
L14	N09°36'43"W	49.65'	L86	N89°53'00"W	222.65'	L198	N89°53'00"W	36.51'
L15	N89°46'58"E	5.03'	L87	N89°53'00"W	121.08'	L199	S45°07'00"W	37.09'
L16	N89°46'58"E	14.93'	L88	N89°53'00"W	271.28'	L200	S79°54'36"W	88.52'
L17	N89°54'16"W	74.23'	L89	N46°50'47"W	46.73'	L201	S00°06'32"E	197.00'
L18	S00°07'00"W	186.01'	L90	N42°01'52"W	185.79'	L202	S00°06'32"E	197.00'
L19	S89°35'14"E	91.35'	L91	N47°58'08"E	94.43'	L204	S00°06'32"E	17.47'
L20	S89°53'56"E	29.34'	L92	S42°01'52"E	221.50'	L205	S00°06'32"E	11.46'
L21	S89°43'05"E	15.31'	L97	N47°58'08"E	218.27'	L206	S89°35'14"E	100.46'
L22	S00°07'00"W	182.04'	L99	S47°58'08"W	223.27'	L209	N89°25'34"W	171.31'
L23	S89°54'16"E	56.87'	L101	N42°01'52"W	15.00'	L210	N89°35'14"W	202.60'
L24	N42°01'52"W	9.46'	L104	N42°01'52"W	167.76'	L211	S00°09'34"W	5.50'
L25	N71°08'58"W	30.88'	L105	S00°07'00"W	10.60'	L212	S89°35'14"E	257.83'
L26	N00°07'00"E	149.18'	L106	S89°53'00"E	18.91'	L213	S89°25'34"E	187.54'
L27	N42°01'52"W	74.02'	L107	S44°39'54"E	58.95'	L214	S89°25'34"E	39.77'
L28	N42°01'52"W	74.02'	L108	S89°53'00"E	75.16'	L215	N89°25'34"W	33.28'
L29	N89°53'00"W	101.65'	L109	N00°07'00"E	10.00'	L216	N21°55'33"E	55.57'
L30	N71°08'58"W	30.88'	L110	N89°53'00"W	70.99'	L220	S33°26'40"W	73.31'
L31	S47°54'44"W	37.18'	L111	N44°39'54"W	58.85'	L222	S31°32'40"W	110.37'
L32	N89°43'05"W	69.06'	L112	N89°53'00"W	8.28'	L223	S31°32'40"W	112.11'
L33	N42°01'52"W	43.49'	L114	S47°58'08"E	58.15'	L224	S00°07'00"W	247.50'
L34	N89°53'00"W	102.95'	L115	N89°53'00"W	333.73'	L225	S89°53'00"E	15.00'
L35	N86°21'02"E	52.26'	L116	N00°07'00"E	10.00'	L226	N00°07'00"E	248.52'
L36	S89°53'00"E	251.44'	L117	S89°53'00"E	128.00'	L232	S00°07'00"W	45.01'
L37	N42°01'52"W	176.10'	L118	N00°07'00"E	24.10'	L234	S00°07'00"W	45.00'
L38	N89°53'01"W	64.12'	L119	S89°53'00"E	10.00'	L235	S89°53'00"E	15.00'
L39	N89°53'00"W	235.18'	L120	S00°07'00"W	24.10'	L236	N51°55'15"W	66.71'
L40	S00°07'00"W	150.80'	L121	S89°53'00"E	193.88'	L237	S51°55'15"E	56.25'
L41	N00°07'00"E	1.32'	L122	N48°19'02"E	47.17'	L238	S42°01'52"E	118.50'
L42	S89°53'00"E	280.81'	L127	S42°01'52"E	42.50'	L239	N47°58'08"E	223.27'
L43	S46°46'33"E	17.26'	L128	S47°58'08"W	10.00'	L241	S42°01'52"E	109.39'
L44	S69°53'00"E	226.28'	L129	N42°01'52"W	42.50'	L242	N34°43'30"W	1.66'
L45	N66°21'02"E	52.26'	L131	S43°34'30"E	16.29'	L243	N47°58'08"E	213.22'
L46	S71°08'58"E	4.54'	L132	S46°25'30"W	10.00'	L244	S47°58'08"W	249.18'
L47	S89°53'00"E	121.08'	L133	S43°34'30"E	16.52'	L245	S42°02'51"E	10.26'
L48	S47°58'08"W	3.49'	L140	S43°46'38"E	10.01'	L247	S47°48'32"W	55.72'
L49	S79°54'36"W	31.18'	L141	S42°01'52"E	10.14'	L248	S42°11'28"E	20.00'
L50	S89°53'00"E	222.65'	L142	N00°09'34"E	14.19'	L249	N47°48'32"E	44.73'
L51	S89°53'00"E	2.43'	L146	N00°07'00"E	180.06'	L250	N13°23'30"W	8.31'
L52	N47°58'08"E	299.54'	L151	N00°07'00"E	162.30'	L251	N42°01'52"W	15.61'
L53	N00°07'00"E	3.32'	L152	S89°53'00"E	12.00'	L252	S47°58'08"W	13.16'
L54	S71°08'58"E	86.19'	L153	S89°53'00"E	8.00'	L253	S42°01'52"E	8.42'
L55	N00°07'00"E	17.84'	L154	S00°07'00"W	106.14'	L254	S13°23'30"E	16.56'
L56	S18°51'02"W	37.90'	L156	S53°44'31"E	78.53'	L255	S47°48'32"W	16.13'
L57	N89°53'00"W	15.00'	L158	S87°59'28"W	16.91'	L256	N42°01'52"W	23.03'
L58	S47°58'08"W	641.84'	L159	N53°44'31"W	65.99'	L257	S47°49'11"W	12.00'
L59	S00°07'00"W	18.60'	L161	S00°07'00"W	48.34'	L258	S42°01'52"E	208.08'
L60	N89°53'01"W	51.82'	L163	N46°50'47"W	17.77'	L260	N57°30'18"E	4.20'
L63	N89°53'00"W	232.83'	L164	N42°01'52"W	2.29'	L261	S09°36'43"E	55.68'
L66	N89°53'00"W	101.65'	L165	N47°58'08"E	151.43'	L262	N37°17'53"E	20.54'
L68	N59°43'05"W	50.88'	L166	S42°01'52"E	20.00'	L264	N33°31'24"E	115.33'
L71	N00°07'00"E	209.73'	L167	S47°58'08"W	149.93'	L271	N42°01'52"W	40.00'
L73	N43°46'38"W	65.73'	L168	S33°31'24"W	93.74'	L272	N47°58'08"E	10.00'
L75	N47°58'08"E	158.63'	L169	N57°01'31"W	5.00'	L273	S42°01'52"E	40.00'
L76	N18°51'02"E	43.90'	L170	S33°31'24"W	21.55'	L274	S66°54'36"E	1.86'

FLOOD STATEMENT

According to Map No. 48121C0420 E, dated April 2, 1997, of the National Flood Insurance Program Map, Flood Insurance Rate Map of Denton County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is not within a special flood hazard area.

NOTES:

- The bearings for this survey are based on deed recorded in Clerk's File No. 97-100-0712, Deed Records of Denton County, Texas.
- The Property Owners Association shall be responsible for the maintenance of perimeter fencing and/or Lots 1, 4, 6 and 7, which will be held in common ownership.
- This property may be subject to charges related to impact fees and the applicant should contact the Town regarding any applicable fees due.

LEGEND:

IRSC = 5/8" IRON ROD SET W/ "KHA" CAP
IRF = IRON ROD FOUND
CM = CONTROL MONUMENT
CAB. = CABINET
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W.E. = WATER EASEMENT
D.E. = DRAINAGE EASEMENT
S.E. = SIDEWALK EASEMENT
S.S.E. = SANITARY SEWER EASEMENT

OWNERS CERTIFICATION

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS ROSEBRIAR LITTLE ELM, L.P. and KROGER TEXAS L.P. are the owners of a tract of land out of the W. McFadden Survey, Abstract No. 893, Town of Little Elm, Denton County, Texas, being part of a tract of land described in Special Warranty Deed to RB Pass, LLC, recorded in Instrument No. 2009-144565, Official Public Records, Denton County, Texas and part of a tract of land described in Special Warranty Deed to Kroger Texas L.P. recorded in Instrument No. 2009-144613 Official Public Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with "KHA" cap found at the westernmost end of a right-of-way corner clip at the intersection of the northwest right-of-way line of F.M. 423 (a variable width right-of-way) and the northeast right-of-way line of F.M. 720 (a variable width right-of-way) at the beginning of a curve to the left having a radius of 617.96 feet, a central angle of 056°28'58", a chord bearing and distance of North 61°39'47" West, 584.82 feet;

THENCE with said north right-of-way line, the following courses and distances:

In a northwesterly direction with said curve, an arc distance of 609.19 feet to a 5/8" iron rod with cap found for corner; from said point a 5/8" iron rod found bears North 83°10' West, a distance of 3.2 feet; North 89°54'16" West, a distance of 76.07 feet to a 5/8" iron rod with "KHA" cap set at the beginning of a non-tangent curve to the left having a radius of 774.20 feet, a central angle of 10°35'58", a chord bearing and distance of North 84°35'58" West, 143.01 feet; In a northwesterly direction with said curve, an arc distance of 143.22 feet to a 5/8" iron rod with "KHA" cap set for corner; North 89°53'56" West, a distance of 54.36 feet to a 5/8" iron rod with "KHA" cap set for corner;

THENCE departing said north right-of-way line with the west line of said RB Pass, LLC tract the following courses and distances:

North 00°07'00" East, a distance of 293.02 feet to a 5/8" iron rod with "KHA" cap found for corner; South 89°53'00" East, a distance of 203.63 feet to a 5/8" iron rod with "KHA" cap found for corner; North 00°07'00" East, a distance of 294.50 feet to a 5/8" iron rod with "KHA" cap found for corner in the south line of Lot 25, Block T, Eldorado Estates West, Phase II, an addition to the Town of Little Elm, Texas according to the plat recorded in Cabinet V, Page 632, Plat Records of Denton County, Texas;

THENCE with said south line of Block T, the following courses and distances:

South 89°53'00" East, a distance of 673.50 feet to a 5/8" iron rod with "KHA" cap found for corner; North 47°58'08" West, a distance of 124.74 feet to a 5/8" iron rod with "KHA" cap found at the beginning of a tangent curve to the left with a radius of 475.92 feet, a central angle of 29°07'08", and a chord bearing and distance of North 33°24'35" East, 239.27 feet; In a northeasterly direction, with said curve, an arc distance of 241.87 feet to a 1/2" iron rod found for corner; South 71°08'58" East, a distance of 596.19 feet to a 5/8" iron rod with 3" aluminum disk stamped "TxDOT R.O.W. Marker" found for corner in said northwest right-of-way line of F.M. 423, at the beginning of a non-tangent curve to the right having a radius of 1129.82 feet, a central angle of 06°42'07", a chord bearing and distance of South 24°06'01" West, 132.08 feet;

THENCE with said northwest right-of-way line, the following courses and distances:

In a southwesterly direction with said curve, an arc distance of 132.16 feet to a 5/8" iron rod with "KHA" cap set for corner; South 42°02'44" West, a distance of 40.93 feet to a 5/8" iron rod with "KHA" cap set for corner; South 33°26'40" West, a distance of 73.61 feet to a 5/8" iron rod with "KHA" cap set for corner at the beginning of a tangent curve to the right with a radius of 1129.23 feet, a central angle of 12°50'22", and a chord bearing and distance of South 39°51'51" West, 252.52 feet; In a southwesterly direction with said curve, an arc distance of 253.05 feet to a 5/8" iron rod with "KHA" cap set for corner; South 47°54'45" West, a distance of 305.43 feet to a 5/8" iron rod with "KHA" cap set for corner at the beginning of a tangent curve to the left with a radius of 1242.92 feet, a central angle of 4°44'57", and a chord bearing and distance of South 45°32'17" West, 102.99 feet; In a southwesterly direction with said curve, an arc distance of 103.02 feet to a 5/8" iron rod with "KHA" cap set for corner at the beginning of a non-tangent curve to the left having a radius of 1242.92 feet, a central angle of 2°07'22", a chord bearing and distance of South 42°08'43" West, 46.05 feet; In a southwesterly direction with said curve, an arc distance of 46.05 feet to a 5/8" iron rod with "KHA" cap set for corner; North 89°50'26" West, a distance of 16.29 feet to a 5/8" iron rod with "KHA" cap found for corner at the beginning of a non-tangent curve to the left having a radius of 1255.92 feet, a central angle of 013°36'51", a chord bearing and distance of South 33°44'52" West, 297.72 feet; In a southwesterly direction with said curve, an arc distance of 298.42 feet to a 5/8" iron rod with "KHA" cap found for corner at the easternmost end of said right-of-way corner clip;

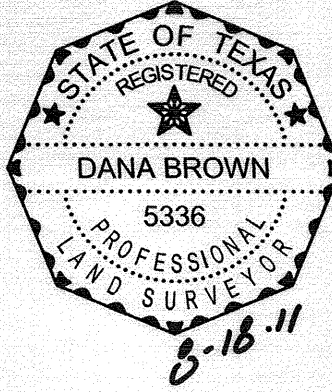
THENCE with said right-of-way corner clip, South 87°59'28" West, a distance of 82.92 feet to the POINT OF BEGINNING and containing 22.578 acres or 983.500 square feet of land.

SURVEYORS CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

I, DANA BROWN, a Registered Professional Land Surveyor in the State of Texas, do hereby declare that I have prepared this plat from an actual on the ground survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with Subdivision Regulations of the Town of Little Elm, Texas.

Dana Brown
Registered Professional Land Surveyor #5336
Kimley-Horn and Associates, Inc.
12700 Park Central Drive, Suite 1800
Dallas, Texas 75251
972-770-1300
dana.brown@kimley-horn.com

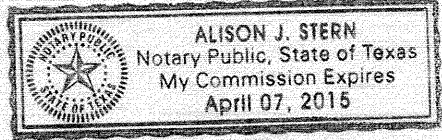


STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Dana Brown, known to me to be the person whose name is subscribed to the foregoing instruments, and acknowledged to me that he executed the same for the purpose and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of August, 2011.

Alison J. Stern
NOTARY PUBLIC in and for the STATE OF TEXAS



Filed for Record
in the official records of:
Denton County,

On: Sep 30, 2011 at 09:27:44
As a
PLAT RECORD
ROSEBRIAR MARKETPLACE ADDITION
Doc Number: 2011-187
No of Pages: 2
Amount: 100.00
Receipt Number: 833044
By: [Signature]
Sums: Part

OWNER: (LOTS 1-6)
Rosebriar Little Elm, L.P.
P.O. Box 541208
Dallas, Texas 75254-1208
Tel. No.: (972) 785-6019
Contact: Bill Hanks
bill@rosebriar.com

OWNER: (LOT 7)
Kroger Texas LP
1331 E. Airport Freeway
Irving, Texas
Tel. No.: (972) 785-6019
Contact: Christina Konrad
christina.konrad@kroger.com

APPLICANT / ENGINEER
Kimley-Horn and Associates, Inc.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Tel. No.: (972) 335-3500
Fax No.: (972) 335-3779
Contact: Britt Brington, PE
Britt.Brington@kimley-horn.com

Recorded in Cabinet __, Slide ____, P.R.D.C.T.

OWNER'S DEDICATION

STATE OF TEXAS §
COUNTY OF DENTON §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That ROSEBRIAR LITTLE ELM, L.P. and KROGER TEXAS L.P. ("Owner") does hereby adopt this plat designating the hereinabove property as ROSEBRIAR MARKETPLACE ADDITION, an addition to the Town of Little Elm, Denton County, Texas, and do hereby dedicate to the public use forever, their streets, alleys and public use areas shown hereon, the easements, as shown, for mutual use and accommodation of the Town of Little Elm and all public utilities desiring to use or using same. The Town of Little Elm and any public utility company shall have the right to remove and keep removed all or parts of any building, fences, shrubs, trees or other improvements or growths, which in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on said Easements, and the Town of Little Elm and all public utilities constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems, without the necessity, at anytime, of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Little Elm, Texas.

WITNESS, my hand, this 24 day of August, 2011.

By: Rosebriar Little Elm, L.P.
a Texas limited partnership

By: Rosebriar Little Elm GP, L.L.C.
a Texas Limited Liability Company
William R. Hanks
Chief Executive Officer

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Authority, a Notary Public in and for said county and state, on this day personally appeared William R. Hanks, 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 purpose and consideration thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 24 DAY OF August, 2011.

Notary Public in and for the STATE OF TEXAS



WITNESS, my hand, this 31st day of August, 2011.

By: Kroger Texas L.P.
an Ohio limited partnership

By: KRGP Inc.
an Ohio corporation, its general partner
Patricia T. Ash
Patricia T. Ash, Vice President
Print name and Title

STATE OF OHIO §
COUNTY OF HAMILTON §

BEFORE ME, the undersigned Authority, a Notary Public in and for said county and state, on this day personally appeared Patricia T. Ash, 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 purpose and consideration thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 31st DAY OF August, 2011.

NOTARY PUBLIC in and for the STATE OF OHIO

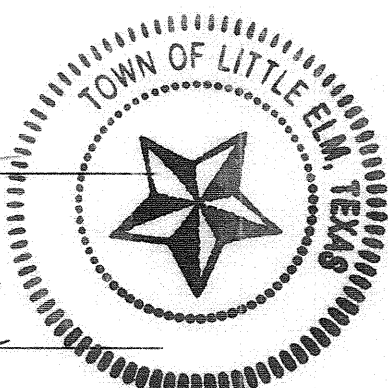


CARRIE A. CORTOLILLO
Notary Public, State of Ohio
My Commission Expires
June 15, 2014

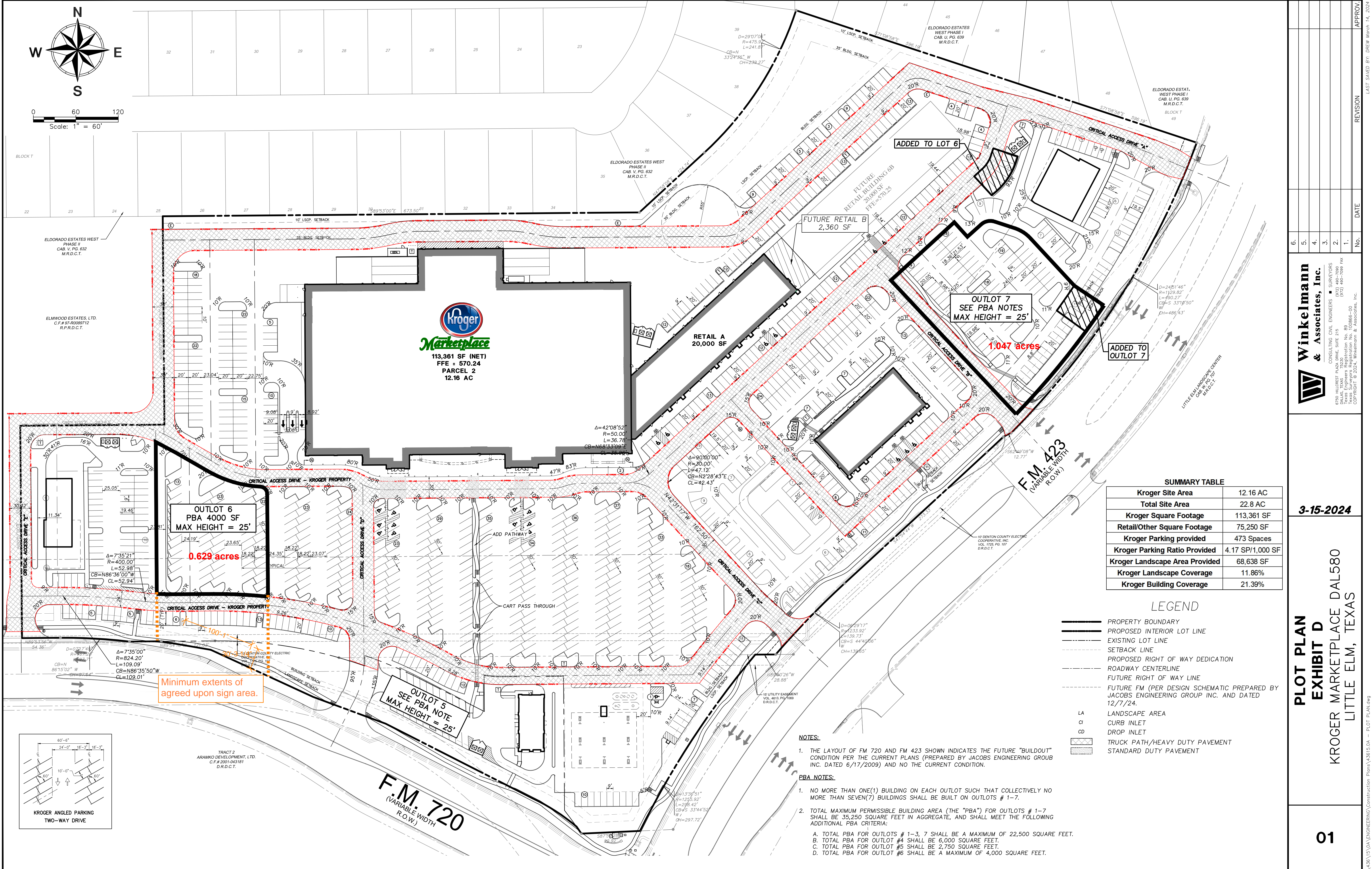
TOWN OF LITTLE ELM APPROVAL

APPROVED this the 16 day of September, 2011 by the Town Council of the Town of Little Elm, Texas.

Charles Pless
Mayor
Cathy Wilson
Town Secretary



FINAL PLAT
ROSEBRIAR MARKETPLACE ADDITION
LOTS 1-7, BLOCK A
22.578 ACRES
W. McFADDEN SURVEY, ABSTRACT NO. 893
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS



OUTLOT 6
PBA 4000 SF
MAX HEIGHT = 25'
0.629 acres

Minimum extents of
agreed upon sign area.

OUTLOT 5
SEE PBA NOTE
MAX HEIGHT = 25'

NOTES:
1. THE LAYOUT OF FM 720 AND FM 423 SHOWN INDICATES THE FUTURE "BUILDOUT" CONDITION PER THE CURRENT PLANS (PREPARED BY JACOBS ENGINEERING GROUP INC. DATED 6/17/2009) AND NO THE CURRENT CONDITION.

PBA NOTES:
1. NO MORE THAN ONE(1) BUILDING ON EACH OUTLOT SUCH THAT COLLECTIVELY NO MORE THAN SEVEN(7) BUILDINGS SHALL BE BUILT ON OUTLOTS # 1-7.
2. TOTAL MAXIMUM PERMISSIBLE BUILDING AREA (THE "PBA") FOR OUTLOTS # 1-7 SHALL BE 35,250 SQUARE FEET IN AGGREGATE, AND SHALL MEET THE FOLLOWING ADDITIONAL PBA CRITERIA:
A. TOTAL PBA FOR OUTLOTS # 1-3, 7 SHALL BE A MAXIMUM OF 22,500 SQUARE FEET.
B. TOTAL PBA FOR OUTLOT #4 SHALL BE 6,000 SQUARE FEET.
C. TOTAL PBA FOR OUTLOT #5 SHALL BE 2,750 SQUARE FEET.
D. TOTAL PBA FOR OUTLOT #6 SHALL BE A MAXIMUM OF 4,000 SQUARE FEET.

SUMMARY TABLE	
Kroger Site Area	12.16 AC
Total Site Area	22.8 AC
Kroger Square Footage	113,361 SF
Retail/Other Square Footage	75,250 SF
Kroger Parking provided	473 Spaces
Kroger Parking Ratio Provided	4.17 SP/1,000 SF
Kroger Landscape Area Provided	68,638 SF
Kroger Landscape Coverage	11.86%
Kroger Building Coverage	21.39%

LEGEND	
	PROPERTY BOUNDARY
	PROPOSED INTERIOR LOT LINE
	EXISTING LOT LINE
	SETBACK LINE
	PROPOSED RIGHT OF WAY DEDICATION
	ROADWAY CENTERLINE
	FUTURE RIGHT OF WAY LINE
	FUTURE FM (PER DESIGN SCHEMATIC PREPARED BY JACOBS ENGINEERING GROUP INC. AND DATED 12/7/24.
	LANDSCAPE AREA
	CURB INLET
	DROP INLET
	TRUCK PATH/HEAVY DUTY PAVEMENT
	STANDARD DUTY PAVEMENT

Winkelmänn & Associates, Inc.

CONSULTING CIVIL ENGINEERS ■ SURVEYORS

6750 HILLCREST PLAZA DRIVE, SUITE 215
FARMERSBURGH, TEXAS 75444
(972) 480-7890
(972) 480-7899 FAX

3-15-2024

KROGER MARKETPLACE DAL580
LITTLE ELM, TEXAS

01

6.

5.

4.

3.

2.

1.

No.

DATE

REVISION

APPROV.

G:\436\15\0A\ENGINEERING\Construction Plans\43615.0A - PLOT PLAN.dwg
LAST SAVED BY: DREW MARCH 14, 2024

**** Electronically Filed Document ****

Denton County
Cynthia Mitchell
County Clerk

Document Number: 2009-144614
Recorded As : ERX-EASEMENT

Recorded On: December 18, 2009
Recorded At: 03:57:25 pm
Number of Pages: 31

Recording Fee: \$131.00

Parties:

Direct- RB PASS LLC
Indirect-

Receipt Number: 645163
Processed By: Patsy Sallee

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.



THE STATE OF TEXAS)
COUNTY OF DENTON]

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas

RECIPROCAL EASEMENT AGREEMENT
AND
DECLARATION OF RESTRICTIONS AND COVENANTS

THIS AGREEMENT is made as of the 18th day of December, 2009, by and between **KROGER TEXAS L.P.**, an Ohio limited partnership ("Kroger"), and **RB PASS, LLC**, a Texas limited liability company ("Developer").

Developer is the owner of the tract or parcel of real estate situated in Denton County, Texas, more particularly described in **EXHIBIT "A"** attached hereto and made a part hereof and identified as "Parcel 1" on the Plot Plan.

Developer is the owner of the tracts or parcels of real estate situated in Collin County, Texas, more particularly described in **EXHIBITS "B-1", "B-2", "B-3", "B-4", and "B-5"** attached hereto and made a part hereof and identified, respectively, as "Outlot 1", "Outlot 2", "Outlot 3", "Outlot 4", and "Outlot 5" on the Plot Plan.

Kroger is the owner of the tract or parcel of real estate situated in Denton County, Texas, more particularly described in **EXHIBIT "C"** attached hereto and made a part hereof and identified as "Parcel 2" on the Plot Plan.

Kroger and Developer desire to establish certain rights and servitudes over the Parcels (collectively, the "Shopping Center") in order to facilitate the integrated use thereof as a retail shopping center.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I - DEFINITIONS

SECTION 1.1 As used in this Agreement, the following terms shall be defined as set forth below:

Building: Any permanently enclosed structure placed, constructed or located on a Parcel, which shall include any appurtenant canopies and supports.

Building Area: The areas of the Retail Parcels depicted as buildings on the Plot Plan. Buildings may be constructed on the Retail Parcels only within the Building Areas and in the configuration shown on the Plot Plan; provided, that at Developer's option, Developer may construct building improvements within the open area shown on the Plot Plan between the two buildings on Parcel 1 that are identified as "Retail A" and "Retail B" on the Plot Plan, which open area is identified on the Plot Plan as "Future Retail B", and in such event the building improvements constructed in Future Retail B will be part of "Retail B" for all purposes under this Agreement. Only one building may be constructed on each Outlot. Buildings may be constructed or reconstructed on an Outlot only within the PBA for that Outlot as shown on the Plot Plan, subject to the conditions and requirements of this Agreement, and provided the square footage of floor area in such Building does not exceed the maximum Building square footage for

such Outlot, as shown on the Plot Plan. Floor area shall be measured from the exterior line of the exterior walls and from the centerline of any party or common interior walls without deduction for columns, walls or other structural or non-structural components (except or excluding drive-thru lanes and associated building elements). The requirement set forth herein that Buildings must be located within the Building Areas on each Parcel is not intended and shall not be construed to apply to awnings, canopies or drive-through canopies and related improvements. Until each Outlot is developed and a Building is constructed thereon, the entirety of the Outlot shall be considered Common Area. As and when each Outlot is developed and a Building is constructed thereon, that portion of the Outlot where the building is situated shall be excluded from the Common Area of the Shopping Center and shall become and thereafter be "Building Area" for purposes of this Agreement, as same may exist from time to time.

Common Area: The areas on each Parcel that are not from time to time actually covered by Buildings or Service Areas. Canopies which extend over the Common Area, together with any columns or posts supporting same, shall be deemed to be a part of the Building to which they are attached and not a part of the Common Area. The improvement or use of any portion of the Building Area as Common Area shall not be construed as a permanent inclusion of such portion within the Common Area, and such portions may, at any time thereafter, be improved with Buildings and appurtenances as contemplated by this Agreement.

Kroger Entity: The Kroger Co., an Ohio corporation, and any subsidiary or affiliate of The Kroger Co., including but not limited to Kroger Texas L.P.

National Chain: A retail business which operates (i) fifty (50) or more units in at least two (2) states under the same trade name, or (ii) twenty-five (25) or more units in the State of Texas under the same trade name. In addition, for purposes of this Agreement, Kroger shall be deemed to be a National Chain.

Occupant: Any person, including but not limited to any lessee, from time to time entitled to the use and occupancy of any portion of a Parcel under an ownership right or any lease, sublease, assignment, license, concession, or other similar agreement.

Outlot or Outlots: Outlot 1, Outlot 2, Outlot 3, Outlot 4, and Outlot 5 are referred to herein collectively as the "Outlots" and individually as an "Outlot."

Parcel or Parcels: Parcel 1, Parcel 2, Outlot 1, Outlot 2, Outlot 3, Outlot 4, and Outlot 5, are referred to collectively herein as the "Parcels" and individually as a "Parcel".

PBA: The permissible Building Areas shown outlined on each Outlot on the Plot Plan.

Permittees: All tenants, sublessees and occupants of land and improvements lying within the Shopping Center and all customers, employees, agents, contractors and other business invitees of such sublessees, tenants and occupants shall be referred to as "Permittees."

Plot Plan: The plot plan attached hereto as **Exhibit "D"** and made a part hereof.

Retail Parcel or Retail Parcels: Parcel 1 and Parcel 2 are referred to herein collectively as the "Retail Parcels" and individually as a "Retail Parcel."

Service Areas: Trash compactors and enclosures, exterior lighting attached to a Building, drive-up or drive-through customer service facilities directly adjacent or in close proximity to a Building, side yards and rear yards used for outdoor storage (provided such outdoor storage does not interfere with the flow of vehicular traffic), loading docks, electrical facilities and transformers, truck ramps and other similar exclusive service facilities and outward extensions. The Service Areas are the exclusive property of the Owner of the Parcel and not part of the Common Area.

ARTICLE II - EASEMENTS

SECTION 2.1 Kroger and Developer hereby grant and convey to each other, for the benefit of each Parcel, the following non-exclusive easements:

(a) over the Common Area on the Parcels designated on the Plot Plan as parking areas and driveways and such other parking areas, driveways and service areas from time to time established to permit parking of motor vehicles, and for unobstructed pedestrian and vehicular passage on each Parcel by the other Parcel owners and their Permittees. Nothing herein shall prevent (i) any Retail Parcel owner, its tenants or licensees from storing shopping carts on the Common Area on its Parcel, or (ii) the exclusive use of any Service Area situated on a servient Parcel by the owner thereof, its tenants or licensees. In addition to year round selling of merchandise on the sidewalk immediately in front of the storeroom on Parcel 2, the occupant of Parcel 2 shall be permitted to display and sell merchandise on a temporary basis in the Common Area on Parcel 2, provided that such displays and sales are conducted so as not to unreasonably impair the traffic flow on the internal drives of the Shopping Center. "Temporary" for purposes of this section shall mean the outdoor display and sale of merchandise for no more than thirty (30) days, with a limitation of five (5) such displays (for up to 30 days each) in any calendar year.

(b) over the Common Area to permit the construction, maintenance, repair, replacement, operation and use of all apparatus necessary to provide utility services to a Parcel, including telephone, electricity, water, cable, natural gas and storm and sanitary sewers, provided that same are constructed underground and in a manner so as to minimize interference with the use of the affected portion of the Common Area. Upon request by any Parcel owner, each Parcel owner agrees to execute and grant such other non-exclusive easements in a location or locations as shall be mutually acceptable to the foregoing parties and the relevant public utility companies, in favor of the other Parcels or any part thereof, to permit the construction, maintenance, repair, replacement, operation and use of all apparatus necessary to provide utility service to all portions of the Shopping Center. No such utilities shall be installed or maintained that serve any property other than the Shopping Center. Except as otherwise required by governmental authorities, each Parcel owner shall service, maintain, repair and replace, and pay the cost of any fees or charges in connection therewith for utility lines located on such owner's Parcel if such utility lines service only the improvements on that Parcel. To the extent that any utility lines exclusively servicing any Parcel cross another owner's Parcel, such utility lines shall be serviced, maintained, repaired and replaced by the party served by the utility lines, at such benefited party's sole cost and expense, subject to the other terms of this Agreement. Any utility lines serving more than one Parcel shall be serviced,

maintained, repaired and replaced by the Parcel owner owning the largest portion of the properties served by such utility lines. Each Parcel owner served by such a utility line shall reimburse the Parcel owner performing such service, maintenance, repair and replacement for such owner's proportionate share of the reasonable cost thereof. Such proportionate share shall be a fraction, the numerator of which shall be the Building Area of all Parcels owned by such contributing owner that are served by such utility line, and the denominator of which shall be the total Building Area of all Parcels served by such utility line. Notwithstanding the foregoing, the Outlot owners shall tie into utility facilities that are located on the Retail Parcels or other Outlots only if such utilities are not available to the Outlot in the street right-of-way adjacent thereto, and the location and plans for such utilities are approved by the servient Parcel owner, which approval shall not be unreasonably withheld. Any disruption or demolition of a servient Parcel by reason of the use of this easement shall be kept to a minimum, and shall not exceed one day in duration, unless such disruption or demolition cannot be reasonably completed within one day, in which event the disruption and demolition shall be completed as soon as reasonably practicable and such area forthwith shall be promptly restored by the dominant Parcel owner, as the case may be, to its original condition at no expense to the servient Parcel owner. No Parcel owner may relocate any utility system once installed that serves more than one Parcel without prior written consent of the owner of the other Parcel(s) served by the utility system, which consent shall not be unreasonably withheld, conditioned or delayed. Any dominant Parcel owner who has the right and desires to use the easement set forth in this Section 2.1(b) shall provide the servient Parcel owner with a copy of the plans and specifications for the improvements contemplated to be installed or constructed on such servient Parcel, and the dominant Parcel owner covenants not to commence construction of such improvements without the written consent of the servient Parcel owner (and if Parcel 2 is the servient Parcel, then any Kroger Entity that has a legal or equitable interest therein), which consent shall not be unreasonably withheld or delayed. If plans are submitted to the servient Parcel owner and the servient Parcel owner does not respond in writing within 15 days of such request (and such request specifically advises the servient Parcel owner in writing of the consequences of non-response) then such request shall be deemed to have been approved by the servient Parcel owner and the dominant Parcel owner may proceed with installation or construction of the contemplated improvements.

(c) over the Common Areas of the Parcels to permit the temporary occupation of the servient Parcel in order to facilitate the construction or maintenance of the improvements on the dominant Parcel. The use of this easement shall be kept to a minimum and shall not unreasonably interfere with the construction or operation of the improvements, including, without limitation, traffic flow, on the servient Parcel. This easement shall not permit the storage of materials or equipment on the servient Parcel. This easement shall terminate upon completion of construction of the Building Area improvements on the dominant Parcels. Notwithstanding anything contained in this Section 2.1(c), the easements granted in this Section 2.1(c) shall not burden or benefit Parcel 2 after Kroger has opened its store on Parcel 2 for business.

(d) to permit surface drainage of water from one Parcel over another Parcel and to the Detention Area, and no owner of a Parcel will obstruct the flow of surface drainage so as to create a flooding condition on another Parcel.

SECTION 2.2 Developer and Kroger hereby grant and convey to each other easements over the Common Area on Parcel 1 and Parcel 2, respectively, that is designated and/or reflected on the Plot Plan as parking area, for the benefit of Parcel 2 and Parcel 1, respectively, to permit parking of motor vehicles by the owner of the benefitted Parcel and its Permittees. Kroger and Developer hereby grant and convey to each other easements over the Common Area on the following Parcels that is designated and/or reflected on the Plot Plan as parking area, for the benefit of the following Parcels, to permit parking of motor vehicles by the owners of the benefitted Parcels and their Permittees:

- (a) over Parcel 2 for the benefit of Outlot 5; and
- (b) Over Parcel 1 for the benefit of Outlots 1, 2, and 3.

Each Parcel must satisfy the minimum parking requirements imposed by applicable law or the parking requirements set forth in this Agreement, whichever is greater.

SECTION 2.3 Kroger and Developer hereby grant and convey a non-exclusive easement over Parcel 2 and Parcel 1, respectively, in favor of Parcel 1 and Parcel 2, respectively, to permit the construction, use, and maintenance of Shopping Center monument signs (the "Shopping Center Signs") at the locations designated on the Plot Plan, including any electrical lines required to illuminate the sign, provided that all lines are constructed underground and otherwise subject to the terms and conditions of this Agreement. Kroger and Developer hereby grant to each other, for the benefit of each Retail Parcel, non-exclusive easements over Parcel 2 and Parcel 1, respectively, to permit the owners of the Retail Parcels to install, remove, and maintain their sign facings on the Shopping Center Signs, to the extent they are permitted to install their sign facings on such signs by Section 5.7 below. Unless and until construction of any building commences on Parcel 1, the owner of Parcel 2 shall, at its sole cost and expense, maintain and provide electrical power to the Shopping Center Signs. From and after the commencement of construction of any building on Parcel 1, Parcel 1 and Parcel 2 owners shall, at their sole cost and expense, maintain and provide electrical power to the Shopping Center Signs located on their respective Parcels.

SECTION 2.4 Kroger and Developer hereby grant to each other, in favor of Parcel 1 and Parcel 2, respectively, an easement over Parcel 1 and Parcel 2, respectively, to permit encroachment from the Building Area on Parcel 1 or Parcel 2 onto Parcel 1 or Parcel 2, as the case may be, for installation of footings and underground supports for buildings and other structures, provided an encroachment may not exceed twenty-four (24) linear inches in width measured at the bottom of the bell of the underground footing, together with the right to enter upon the servient Retail Parcel for the purpose of constructing, maintaining, repairing, replacing and removing same, provided that in the exercise of such rights the owner acts expeditiously and in a manner that does not unreasonably interfere with the operation of the business on the servient Retail Parcel. If a proposed encroachment from the dominant Retail Parcel would require material reconstruction of improvements on the servient Retail Parcel, the dominant

Retail Parcel owner must obtain the prior written approval of the servient Retail Parcel owner of all plans and specifications covering such encroachment and reconstruction, prior to commencement of construction of any building improvements, which consent may be given or withheld in the servient Retail Parcel owner's sole discretion. The dominant Retail Parcel owner, at its expense, shall be responsible for any reconstruction, including structural reinforcement, of the building improvements on the servient Retail Parcel required by such an encroachment.

SECTION 2.5 Kroger and Developer each hereby specifically consents to the placement of building improvements on Parcel 1 and Parcel 2 in the manner shown on the Plot Plan and each agrees to support any request by any Retail Parcel owner for a side yard or setback variance if the same is required in order to accommodate such construction. Developer acknowledges that Kroger intends to initially construct on Parcel 2 building improvements that are classified as an "unlimited area" building under certain building codes (by way of explanation, but not limitation, an "unlimited area" building is designated II-B under the International Building Code). The Retail Parcel owners agree that all buildings constructed on the Retail Parcels shall comply with the following requirements: (a) no building shall be constructed within 40 feet of the Building Area on an adjoining Retail Parcel unless such building is part of the "Building Group", (b) any building that is not part of the Building Group shall be located at least forty 40 feet from the Building Group, and (c) each building within the Building Group shall comply with the building code requirements applicable to allow an "unlimited area" building, including without limitation the installation of an approved sprinkler system for fire protection. If required by any governmental authorities, each Retail Parcel owner agrees to join in a recordable declaration that confirms the existence of a forty-foot clear area around the Building Group. For purposes of this Agreement, the Building Group shall consist of the building improvements located on Parcel 1 and Parcel 2.

SECTION 2.6 Nothing herein shall create a gift or dedication of any portion of the Shopping Center to the general public. Notwithstanding any other provision hereof to the contrary, each Parcel owner periodically may restrict ingress and egress on its Parcel in order to prevent a prescriptive easement from arising by continued public use of same. Any restriction on ingress and egress shall be limited to the minimum time period necessary to prevent the creation of a prescriptive easement and shall occur at such times as to have minimum effect on the construction or operation of the Shopping Center. Before any Parcel owner closes, or permits closure of, any drive lane on its Parcel, it must provide notice of such closure to the remainder of the Parcel owners.

SECTION 2.7 The exterior designs and facades of all Building Area improvements in the Shopping Center shall be constructed to blend harmoniously and aesthetically with the exterior designs and facades of the improvements constructed on Parcel 2, so as to provide a unified and integrated shopping center. No Building may be constructed or modified in the Shopping Center unless and until the "Exterior Elevations" (including, without limitation, signs, and building materials and colors) of the Building to be constructed or modified have been approved in writing by the Parcel 1 and Parcel 2 owners (the "Approving Parties", and each an "Approving Party"). Notwithstanding the foregoing, a National Chain that purchases or leases any Parcel shall be allowed to construct or modify a Building on such Parcel using its standard prototype building elevations without such prior approval, so long as such signs and

elevations comply with the restrictions in this Agreement regarding location, size and height; provided, however, that the foregoing shall not be construed to negate the approval rights of the Approving Parties over the Exterior Elevations of any owner or Occupant of any part of any Parcel who is not a National Chain and who occupies its premises subsequent to the occupation thereof by a National Chain if any such owner or Occupant proposes to construct a Building on such Parcel or proposes to make alterations to any Exterior Elevations of any existing Building previously utilized by a National Chain. Approval of the Approving Parties shall not be required for: (i) Kroger's standard signs and logos (including, without limitation, signs identifying any licensee, or concessionaire located and operating inside the Kroger Building on Parcel 2) or the standard signs and logos of any other National Chain as they may exist from time to time, (ii) the opening, closing, modification or relocation of any door. No Approving Party shall have the right to unreasonably withhold its approval. Each Approving Party must approve or disapprove proposed Exterior Elevations within twenty (20) days after receipt of the proposal, and, if such Approving Party disapproves the proposal, it shall provide a written explanation in reasonable detail of its reasons for disapproval. If an Approving Party rejects or disapproves (or otherwise fails to approve) proposed Exterior Elevations and fails to provide such explanation within the twenty (20) day period, such Approving Party shall be deemed to have approved the same, provided that, when the approval was sought, the one seeking the approval stated in writing to the one whose approval was sought that, if a disapproval with explanation was not made within the twenty (20) day period, approval would then be deemed to have been given. If the proposed Exterior Elevations are disapproved as provided herein, then an alternate proposal may be submitted, which alternate proposal shall be handled in the same manner as the initial proposal. Any approval by the Approving Parties shall not be deemed to constitute a warranty or representation with respect to the materials, design, location, construction or workmanship of the improvements contemplated to be constructed on such Parcel.

SECTION 2.8 (a) Notwithstanding anything contained in this Agreement to the contrary, the parties hereby agree that the drives and access points labeled "Critical Access" on the Plot Plan ("Critical Access Drives") may not be altered without the prior written consent of the owners of Parcel 1 and Parcel 2, and any Kroger Entity that then has a legal or equitable interest in a Parcel.

(b) Kroger and Developer acknowledge and agree that the Critical Access Drive identified as Critical Access "A" on the Plot Plan may or may not be constructed until Parcel 1 is developed. Developer agrees that it will complete construction of Critical Access Drive "A" and the access route for delivery vehicles to Kroger's Building depicted on the Plot Plan prior to commencement of construction of any Building on Parcel 1. Developer agrees that until it completes construction of Critical Access Drive "A" and the access route for delivery vehicles to Kroger's Building depicted on the Plot Plan, such delivery vehicles shall have unobstructed access to the dock on Kroger's Building through the Critical Access Drive identified as Critical Access "B" on the Plot Plan and over Parcel 1.

(c) The provisions of Article III notwithstanding, unless and until commencement of construction of any Building on Parcel 1, the Parcel 2 owner shall repair and maintain the Critical Access Drives. From and after the date that construction of any Building on Parcel 1 commences, the owner of Parcel 1 shall repair and maintain the Critical Access Drives. Whichever Parcel owner is responsible for repairing and maintaining the Critical Access Drives,

the other Parcel owners shall reimburse to the first Parcel owner a proportionate share of the costs incurred in repairing and maintaining the Critical Access Drives. Each Parcel owners' proportionate share shall be a fraction, the numerator of which shall be the square footage of the Building on such owner's Parcel, and the denominator of which shall be the square footage of all Buildings in the Shopping Center. The other Parcel owners shall reimburse the first Parcel owner within 30 days after receipt of an invoice setting forth the reimbursing Parcel owner's proportionate share.

(d) The Parcel 2 owner shall be entitled to install landscaping, including but not limited to trees, bushes, flowers, irrigation, lighting, mulch, and edging (the "Temporary Landscaping"), along the Critical Access Drives at any time prior to completion of construction of building improvements on Parcel 1 and each Outlot. The Parcel 2 owner shall, at its sole cost and expense, maintain the Temporary Landscaping that it installs, if any, on Parcel 1 and each Outlot. If a certificate of occupancy is issued for any building improvement on Parcel 1 or on any Outlot, then from and after the date the certificate of occupancy is issued, the Parcel 1 owner or the owner of the Outlot for which the certificate of occupancy was issued shall, at such owner's sole cost and expense, maintain the Temporary Landscaping on its Parcel or Outlot, as the case may be. The provisions of this Section 2.8(d) shall apply only to Temporary Landscaping installed by the Parcel 2 owner or at the Parcel 2 owner's direction, and shall not apply to any landscaping the installation of which is required by the Town of Little Elm or other governmental authority. Any landscaping that is required to be installed pursuant to directive of the Town of Little Elm or other governmental authority will be maintained by the owner of the Parcel or Outlot on which such landscaping is installed, at such owner's sole cost and expense.

SECTION 2.9 The dominant Parcel owner shall defend, indemnify and hold the servient Parcel owner harmless from and against all claims, liens, losses, damages, costs and expenses (including, without limitation, reasonable attorney's fees and litigation costs) incurred by or asserted against the servient Parcel owner arising out of the dominant Parcel owner's exercise of any of the easements set forth in this Article II, except to the extent caused by the sole negligence, gross negligence or willful misconduct of the servient Parcel owner.

ARTICLE III - MAINTENANCE & UPKEEP OF COMMON AREA

SECTION 3.1 Each Parcel owner shall be responsible for the repair and upkeep of the Common Area situated on its Parcel, which repair and upkeep shall be performed in a workmanlike, diligent and efficient manner and shall include, without limitation:

- (a) maintenance, repair and replacement of paved surfaces in a level and smooth condition, free of potholes, with the type of material as originally used or a substitute equal in quality;
- (b) removal of all trash and debris and washing or sweeping as required;
- (c) maintenance and replacement of appropriate parking area entrance, exit and directional markers, and other traffic control signs as are reasonably required to effect the Plot Plan;

- (d) cleaning of lighting fixtures and relamping as needed;
- (e) restriping as required to keep same clearly visible;
- (f) maintenance and replacement of any water, electrical, storm sewer lines which exclusively provide service to the Common Area;
- (g) mowing, grooming and irrigation of all seeded, sodded grass or ground covered areas and maintenance and replacement of all landscaped areas, (including maintenance, repair and replacement of irrigation systems);
- (h) maintenance and cleaning of all storm water drainage systems;
- (i) maintenance, repair and replacement of enclosures for trash receptacles;
- (j) removal of snow and ice from paved surfaces and sidewalks.

All such maintenance, repair and replacement of the Common Area shall be accomplished in accordance with standards for other first class shopping centers situated in the Denton Metropolitan area of similar size, age and location. Each Parcel Owner covenants and agrees to maintain and keep the building improvements, the adjoining sidewalks, outside sales areas and landscaping located on its Parcel or any portion thereof in reasonably good condition and state of repair, and in compliance with all laws, rules and regulations, orders and ordinances of the governmental agencies exercising jurisdiction thereover and the provisions of this Agreement. Each Parcel Owner further agrees to store all trash and garbage in adequate containers maintained in a neat and clean condition, to keep such containers at the rear of all buildings, to shield such containers in such a way that they will not be readily visible from the parking area or the streets, and to arrange for regular removal of such trash and garbage at its sole cost and expense.

SECTION 3.2 Each Parcel owner shall indemnify, defend and save harmless the other Parcel owners and any Kroger Entity that has any legal or equitable interest in Parcel 2, their respective tenants and licensees, from all claims, liens, damages and expenses, including reasonable attorneys' fees, arising out of the repair, maintenance and replacement of (or failure to repair, maintain and replace) the Common Area on its Parcel. Should a Parcel owner breach any of its obligations under this Article III, any other Parcel Owner shall be entitled to enforce the remedies provided in Article VI.

ARTICLE IV - LIABILITY INSURANCE/DAMAGE OR DESTRUCTION

SECTION 4.1. The owner of each Retail Parcel shall maintain commercial general liability insurance for its Parcel, including contractual liability coverage, naming the Retail Parcel owners, and any Kroger Entity that has a legal or equitable interest in a Parcel, as additional insureds by endorsement to such policy and providing coverage with a combined bodily injury, death and property damage limit of \$3,000,000.00 or more per occurrence, with umbrella coverage of at least \$10,000,000.00. The owner of each Outlot shall maintain

commercial general liability insurance for its Outlot, including contractual liability coverage, naming the Retail Parcel owners, and any Kroger Entity that has a legal or equitable interest in a Parcel, as additional insureds by endorsement to such policy and providing coverage with a combined bodily injury, death and property damage limit of \$2,000,000.00 or more per occurrence. Such coverage may be provided in the form of blanket policies. Upon request, each Parcel owner shall provide the other Parcel owners with a certificate of insurance and endorsement to such policy evidencing the type and amount of the insurance coverage required hereunder and a certified copy of an endorsement naming the above parties as additional insureds and stating that such insurance is primary. All certificates of insurance shall provide for 30 days prior written notice to each additional insured of any cancellation, reduction or non-renewal thereof. Developer and/or owner(s) of Parcel 2 and Outlots shall be named as an Additional Insured. Kroger, and any Parcel owner or its tenant having a net worth of \$400,000,000 or more, may self-insure this obligation and provide the other Parcel owners with a certificate of self-insurance in place of the insurance requirement of this Section 4.1. Kroger shall not be deemed to be in default of the requirement to provided the certificate of insurance required above if Kroger causes a Memorandum of Insurance evidencing the insurance coverage required by this Section to be posted and available to the Parcel owners on the website(s) of the issuers of Kroger's insurance policies. If Kroger fails to cause such Memorandum of Insurance to be posted and available to the Parcel owners on such website(s), any Parcel owner may notify Kroger of such failure in writing. Kroger shall be in default of this Section 4.1 if, within five business days from receipt of such notice Kroger fails to either (a) cause such Memorandum of Insurance to be posted and available to the Parcel owners on such website(s), or (b) provide to the Parcel owners a Certificate of Insurance evidencing the insurance policy for the which the Memorandum of Insurance is not posted and available.

SECTION 4.2. In the event that any part of the Common Area is destroyed or damaged by fire, casualty or force majeure, the affected Parcel owner, at its sole expense, forthwith shall, with reasonable diligence, clear and restore such area to its original improved condition.

SECTION 4.3. In the event that any part of the building improvements on a Parcel are damaged by fire, casualty or force majeure, the Parcel owner thereof shall not be obligated to restore same, provided that such Parcel owner, at its sole expense, forthwith shall immediately raze the damaged structures, remove all debris and either (a) pave such area for parking in general conformity with the parking layout as then existing and install adequate lighting and storm water drainage or (b) grass, sod or ground cover such area and maintain same pursuant to Section 3.1 of this Agreement. Any area restored in this manner set forth in (b) shall be maintained at the sole cost and expense of the owner of such Parcel.

SECTION 4.4. In the event that any part of the Common Area is condemned, the owner of the affected Parcel, at its sole expense, forthwith shall immediately restore such area as much as practicable to the condition before condemnation (but shall have no obligation to restore the portions of buildings so taken) and to provide the same approximate configuration, size, location and number of all light standards, driveways, walkways, parking spaces and curb cuts to adjacent roadways existing prior to the condemnation and install adequate storm water drainage and detention, as appropriate. Any award on account of a condemnation of the Common Area first shall be used in the restoration of same, and any claim to the award made by the respective

owner, or its tenant or licensee hereunder, shall be expressly subject and subordinate to its use in such restoration. The term "condemnation" as used herein shall include all conveyances made in anticipation or lieu of an actual taking. The entire award for the value of the land and improvements so taken shall belong to the fee owner of the Parcel condemned subject to the restoration obligations set forth herein.

SECTION 4.5. To assure performance of their respective obligations under Section 4.2 and Section 4.3 hereof, the owners of all Parcels shall maintain special form property insurance in an amount not less than the full insurable replacement cost (excluding footings, foundations or excavations) of all buildings and other improvements (including Common Area improvements) on their respective Parcels (the "Owner's Property Insurance").

SECTION 4.6. The Parcel owners and Occupants hereby waive any rights one may have against the other on account of any loss or damage occurring to an individual owner or Occupant, or its respective property, either real or personal, arising from any risk generally covered by the Owner's Property Insurance, from any risk covered by standard forms of special form property insurance policies then in effect, and from any risk covered by any other property/casualty insurance which is actually carried by said owner or Occupant. Parcel owners and Occupants shall use reasonable efforts to obtain, if needed, appropriate endorsements to the Owner's Property Insurance with respect to the foregoing waiver; provided, however, that failure to obtain such endorsements shall not affect the waiver hereinabove given. Parcel owners and Occupants shall cause the insurance companies issuing the Owner's Property Insurance to waive any right of subrogation that said insurance companies may have against the owners and Occupants of the Parcels. It is the intent of the parties that with respect to any loss from a peril covered under a policy of Owner's Property Insurance, the parties shall look solely to their respective insurance company for recovery. The foregoing waivers of subrogation shall be operative only so long as available in the state where the Shopping Center is situated, and provided further that no policy of insurance is invalidated thereby.

ARTICLE V - RESTRICTIONS

SECTION 5.1. No portion of the Shopping Center, except Parcel 2, shall be used as a drug store or pharmacy department selling prescription drugs or requiring the services of a registered pharmacist or for a business principally devoted to the sale of health and beauty aids; provided, however, that the foregoing shall not prohibit the operation of a Sally Beauty Supply, GNC or other similar beauty supply store or vitamin/health supplement store. This restriction shall cease to be in force and effect if the occupant of the storeroom situated on Parcel 2 fails to operate in such storeroom a drug store or pharmacy department selling prescription drugs or requiring the services of a registered pharmacist, and such failure continues for a period of 365 consecutive days or longer from and after the date business operations are commenced thereon, except when such failure is caused by labor disputes, store remodeling, force majeure (including reconstruction as a result of fire or other casualty) or conditions beyond the control of the occupant of Parcel 2 (other than financial difficulty).

SECTION 5.2. Except as otherwise specifically provided herein, no portion of the Shopping Center, except Parcel 2, shall be used as a food store or food department, or for the sale of groceries, meats, fish, seafood, produce, dairy products, bakery products or any of them

for off-premises consumption, provided that nothing herein shall prevent the sale of such products as an incidental part of a business so long as the total number of square feet of floor area devoted to the display for the sale of such products from such establishment as an incidental part of a business does not exceed the lesser of (a) five percent of the total square footage of the building improvements occupied by such business establishment in which such products are sold by that business, or (b) 500 square feet of floor area, including, in either case, one-half of the aisle space adjacent to any display area. This restriction shall cease to be in force and effect if the occupant of Parcel 2 fails to conduct a business for the sale of groceries, meats, fish, produce, dairy products, seafood, bakery products or any of them for off premises consumption and such failure continues for 365 consecutive days subsequent to the opening for business of said storeroom, except when such failure is caused by labor disputes, store remodeling, force majeure (including reconstruction as a result of a fire or other casualty) or conditions beyond the control of the occupant of Parcel 2 (other than financial difficulty). Notwithstanding anything herein to the contrary, the restrictions in this Article V shall not restrict any portion of the Shopping Center from being used for (i) sit-down or fast food restaurants, which restaurants may also sell food and beverages for off-premises consumption, provided that (x) no restaurant may sell alcohol, wine or beer for on-premises consumption in excess of forty-five percent (45%) of its annual gross sales, and (y) no restaurant may be located within 100' of the southeastern corner of the Kroger Building (as it is represented on the Plot Plan), (ii) ice cream or yogurt stores, such as Cold Stone Creamery or Marble Slab (but not including Braums), (iii) an operator whose primary business is selling juices, smoothies or ices (such as Jamba Juice and Smoothie King), (iv) coffee shops (such as Starbucks), (v) doughnut, bagel and bread shops, such as Krispy Kreme doughnuts, Einstein's Bagels and Panera Bread Company (Panera may not have more than 500 square feet of floor area dedicated to sales of goods for off-premises consumption), or (vi) sub shops, such as Subway or Quizno's.

SECTION 5.3. No part of the Shopping Center, except for Parcel 2, shall be used for the sale of gasoline, diesel fuel or other petroleum products for automotive use, except that such petroleum products (excluding gasoline and diesel fuel) may be sold by a business primarily operating as a retail automotive supply store (e.g. Autozone). This restriction shall cease to be in force and effect if no sales of gasoline, diesel fuel or other petroleum products for automotive use or for automotive service or repairs occurs on Parcel 2 for 365 consecutive days subsequent to the opening for business of said storeroom, except when such failure is caused by labor disputes, store remodeling, force majeure (including reconstruction as a result of a fire or other casualty) or conditions beyond the control of the occupant of Parcel 2 (other than financial difficulty).

SECTION 5.4. No portion of the Shopping Center will be used for the following uses: (a) any nude or semi-nude dancing establishment; (b) any so-called adult or x-rated book or x-rated business which features sexually explicit products; (c) any tattoo parlor, (d) any so-called "head shop" selling or displaying drug paraphernalia; (e) health club or fitness center, except, such uses shall be allowable if (i) on Parcel 1 and within Retail B, or (ii) on Parcel 1 and not within 100' of the southeastern corner of the Kroger building (as represented on the Plot Plan), (iii) on Parcel 1 and within Retail A and occupying no more than 5,000 sf, (iv) on Outlot 1, or (v) on Outlot 2 and not occupying more than 3,000 sf, (f) a massage parlor, except for a non-sexual massage provider such as that operated as of the date of this Agreement under the trade name "Massage Envy"; (g) tavern, lounge, disco, nightclub or bar establishment dispensing

alcoholic beverages by the drink for on-premises consumption except that, subject to Section 5.2, alcoholic beverages may be sold by the drink for on-premises consumption as an incidental part (not to exceed 45% of its annual gross sales) of a restaurant; (h) any noise, litter, odor or other activity (except as is incidental to retail and/or restaurant operations) which may constitute a public or private nuisance; (i) any warehousing not related to retail operations within the Shopping Center; (j) any industrial processing or rendering; (k) any manufacturing, distilling, refining, smelting, industrial, agricultural, drilling or mining operation; (l) any trailer court; mobile home park; lot for sale, rental or storage of new or used automobiles or other motor vehicles, trucks, trailers, boats or recreational vehicles; labor camp; junk yard; stock yard or animal raising facility (other than pet shops and veterinarians provided they otherwise do not violate other provisions hereof, such as, noise or odor); (m) any dumping, disposal, incineration or reduction of garbage or refuse other than handling or reducing such waste if produced on the premises from authorized uses and if handled in a smokeless and sanitary manner, and with ambient noise levels; (n) any commercial laundry, on-site dry cleaning plant (except for drop-off/pickup only locations); (o) theater, pool hall, bowling alley, video arcade (except as an incidental part of a restaurant or other use permitted by this Agreement), amusement park, meeting hall, dance hall, catering hall, sporting facility, auditorium, public assembly, flea market, auction facility, carnival, and off-track betting operation, except lottery ticket sales; (p) offices, except title companies, branches of financial institutions or brokerage houses, medical and dental offices, insurance agents, and other offices typically found in neighborhood retail centers and offices within a retail establishment not otherwise prohibited in this Agreement; (q) any training or educational facility including, without limitation, beauty school, barber college, reading room, place of instruction or any other operation catering primarily to students or trainees (except that private learning or tutorial centers such as Sylvan, Kaplan and other similar institutions operating at the time of this agreement shall be permitted, and dance and yoga studios, karate, and other similar studios shall be permitted so long as they are self-contained businesses in their own premises and not part of a health or fitness club, (r) "second hand" store, Army, Navy, or government "surplus" or "unclaimed" merchandise store, pawn shop or flea market, (r) church, temple, chapel or other place of religious worship; or (s) funeral home or mortuary. Facilities that board domestic pets (i.e. cats, dogs) shall be allowed in fully enclosed facilities that do not use outdoor areas for any purposes.

SECTION 5.5. No building or structure erected on Parcel 1 shall be taller than the building or structure erected on Parcel 2 (provided, however, the foregoing provision shall not require any modification or reconstruction of any building or structure on Parcel 1 if the building or structure on Parcel 2 is subsequently modified or reconstructed). No building or structure erected on any Outlot shall exceed one story or 25' in height, except for (i) Outlot 1 which shall be a maximum height of 28' and (ii) ornamental towers or facades so long as they do not unreasonably interfere with the visibility of building improvements located on either Retail Parcel from the adjacent streets. Each Retail Parcel shall maintain self-sufficient parking to satisfy ratios required by applicable laws, regulations and ordinances, but in no event less than 4.0 spaces per 1,000 square feet (1 space per 250 square feet) of building area on such Retail Parcel. Each Outlot shall maintain self-sufficient parking to satisfy ratios required by applicable laws, regulations and ordinances. The dimensions of each parking space shall conform to the requirements set forth on the Plot Plan except that Parcel 1 and Outlots 1-5 may be parked at widths compliant with code minimum, including but not limited to parking widths of 9'. The

Building Area on each Outlot shall be restricted to the maximum square footage set forth on the Plot Plan for each such Outlot, such Building Area being previously defined herein to exclude drive-thru's and associated building elements (awnings, canopies, etc.).

SECTION 5.6. The Common Area on the Retail Parcels shall be configured as shown on the Plot Plan and shall not be altered or improved with building improvements (except as otherwise provided in this Agreement) nor shall it be encumbered further by any easement, right of way, license or other servitude for the purpose of parking on or vehicular passage across the Common Area benefiting property outside of the Shopping Center (except as may be permitted pursuant to any other recorded documents existing as of the date of this Agreement) without the prior written consent of each Retail Parcel owner and any Kroger Entity that has a legal or equitable interest in a Parcel.

SECTION 5.7. The Parcel 2 owner shall be entitled to install its sign facing in the top space available for identification of businesses operating within the Shopping Center on each of the Shopping Center Signs. All remaining sign positions shall be available for identification of Occupants of Tract 1 in Developer's sole discretion.

SECTION 5.8. The remedies for breach of any of the restrictions set forth in this Article shall be cumulative, not exclusive, and shall include injunctive relief.

SECTION 5.9. No banners, streamers, inflatable figures, freestanding pole signs, pennants, or political or election signs shall be displayed inside or outside any building or in the Common Area of the Shopping Center. Signs announcing the opening of a business, such as "Grand Opening" or "Now Open", are permitted for not more than 30 days from the opening date of the business announced by the sign.

ARTICLE VI - DEFAULT

SECTION 6.1. If a Parcel owner breaches any of its obligations hereunder and such breach continues for a period of 30 days after its receipt of written notice, or a longer period if such breach cannot be cured within the 30 day period and the defaulting owner is diligently prosecuting such cure to completion, any of the other Parcel owners and any Kroger Entity that has a legal or equitable interest in a Parcel shall be entitled to cure such breach in addition to all remedies at law or in equity, provided that such curing Parcel owner or Kroger furnishes prior written notice to the other Parcel owners, and further provided that no notice is required should the breach create an emergency or unreasonable, material, and adverse interference with use and enjoyment of a Parcel. Within 30 days after receipt of written evidence confirming the payment of such expenses, the defaulting Parcel owner shall pay all reasonable expenses required to cure the breach. In the event any Parcel owner breaches the terms of Section 3.2 of this Agreement after any applicable notice and cure period, such unpaid sum will accrue interest at the rate provided in Section 6.2 hereof from the date of such breach until paid and the curing owner may pursue its rights and remedies under this Article VI.

SECTION 6.2. Any sums remaining unpaid under this Agreement past their due date shall be deemed delinquent and the amount thereof shall accrue interest from and after its due date at a rate equal to the prime rate charged by Citibank, N.A., New York, New York or any

successor thereto plus 5%, or at the highest annual interest rate allowed by applicable law, whichever is less, and such principal sums and accrued interest shall be secured by a lien on the Parcel of the owner in default and may be perfected in accordance with the laws of the State of Texas, which lien shall (except as otherwise provided in Section 8.14) retain the original priority of title of this Agreement.

SECTION 6.3. In the event of litigation arising under this Agreement, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorneys' fees in addition to all other expenses incurred in such litigation.

SECTION 6.4. No default under this Agreement shall entitle any party to this Agreement or any Parcel owner to cancel, rescind or otherwise terminate this Agreement, except that this limitation shall not affect, in any manner, any other rights or remedies that the parties may have by reason of any default under this Agreement.

SECTION 6.5. In the event of any violation or threatened violation of any of the terms, restrictions, covenants, conditions or other provisions of this Agreement by a Parcel owner, Permittee or any other party, any party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation and to obtain and enforce same.

SECTION 6.6. Kroger shall be a beneficiary of all of the rights and easements set forth herein and shall be entitled to enforce same for so long as any Kroger Entity has any legal or equitable interest in any Parcel. Developer shall be a beneficiary of all of the rights and easements set forth herein and shall be entitled to enforce same for so long as Developer has any legal or equitable interest in any Parcel.

ARTICLE VII - PROPERTY TAXES

SECTION 7.1. Each Parcel owner shall cause its tract of land to be separately rendered to the extent legally possible to do so and shall pay (or cause to be paid) before delinquency all real estate taxes and assessments (herein collectively "Taxes") levied on its Parcel, as the case may be, and the improvements situated thereon.

SECTION 7.2. Each Parcel owner may, at its own cost and expense by appropriate proceeding, contest the validity, applicability and/or the amount of any Taxes. Nothing in this Article shall require a Parcel owner to pay any Taxes so long as it contests the validity, applicability or the amount thereof in good faith and so long as it does not allow the affected Parcel owner to be forfeited to the imposer of such Taxes as a result of the nonpayment.

SECTION 7.3. If a Parcel owner fails to comply with this Article, any other Parcel owner and any Kroger Entity that has any interest in the Shopping Center, may pay the Taxes in question and shall be entitled to prompt reimbursement from the defaulting owner for the sums so expended with interest thereon at the rate provided in Section 6.2 hereof.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

SECTION 8.1. This Agreement shall not create an association, partnership, joint venture or a principal and agency relationship between the owners of the Parcels or their respective tenants or licensees.

SECTION 8.2. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

SECTION 8.3. Should any provision hereof be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and shall be unaffected by same.

SECTION 8.4. All notices and approval required or permitted under this Agreement shall be served by certified mail, return receipt requested or by reputable national overnight service (such as Federal Express or Airborne Express), receipt requested, to each party at its respective address, unless either party sends written notice of a change in its address in the manner provided in this Section 8.4:

Developer: RB Pass, LLC
10017 Technology Blvd West
Dallas, Texas 75220
Attention: Bill Hanks and Ryan Stewart
Fax number: (214) 902-9003

And to: DEVRY W. GARRETT
KANE RUSSELL COLEMAN & LOGAN PC
3700 Thanksgiving Tower
1601 Elm Street
Dallas, Texas 75201

Kroger: Kroger Texas L.P.
c/o Real Estate Department
1331 E. Airport Freeway
Irving, Texas 75062
(972) 785-6019

with a copy to:

The Kroger Co.
Law Department
1014 Vine Street
Cincinnati, Ohio 45202
(513) 762-4935

Date of service of notice or approval shall be the date on which such notice or approval is deposited in the Post Office of the United States Postal Service or any successor governmental

agency or upon receipt if such notice is furnished by overnight courier service. If a Parcel is subdivided into separate ownership the party who after subdivision owns the largest portion of the former whole Parcel (based upon land square footage of the respective subdivided areas) is irrevocably appointed attorney-in-fact for all parties who may own an interest in the Parcel to receive all notices and to render all approvals hereunder, which receipt of notices and delivery of approvals shall be binding upon all such parties.

The date of giving or service of notice or approval given in any other manner shall be the date of actual receipt by the party to whom such notice or approval is directed.

SECTION 8.5. Unless otherwise modified, amended or terminated in accordance with the provisions of this Section, this Agreement shall remain in full force and effect until the expiration of 50 years from the date of execution hereof and thereafter shall be automatically extended for successive periods of 10 years each unless prior to the expiration of any such period, owners of at least 75% of the land comprising the Shopping Center and any Kroger Entity that has a legal or equitable interest in a Parcel shall have executed and recorded in the Real Property Records of Denton County, Texas an instrument declaring a termination of this Agreement at the end of any such period.

Notwithstanding anything contained herein to the contrary, no expiration of this Agreement will terminate or otherwise affect any easements created under Article II of this Agreement. The owners of Parcel 1 and Parcel 2, with the written approval of any Kroger Entity that has a legal or equitable interest in a Parcel, together may modify or amend this Agreement by filing an amendment in the Office of the Clerk of Denton County, Texas; provided that, if the owners of Parcel 1 and Parcel 2 are not also the owners of all of the Outlots, the consent of the owner of the affected Outlot shall be required if such modification or amendment (i) places any new restriction on the uses permitted upon such Outlot, (ii) eliminates the easement rights appurtenant to such Outlot granted in Article II hereof, (iii) alters the portion of the Common Area providing vehicular access to such Outlot from the nearest adjacent road right-of-way (except for encroachments or drive lane realignments that do not materially interfere with vehicular access to and from such Outlot), or (iv) materially adversely affects the rights or obligations of the owner of such Outlots.

SECTION 8.6. Any Parcel owner may, at any time and from time to time, in connection with the sale or transfer of its Parcel or any portion thereof or in connection with the financing or refinancing of same by mortgage, deed of trust or sale-leaseback made in good faith and for value, deliver written notice to the other Parcel owners requesting such party to certify in writing (i) that to the then-current actual knowledge of the certifying party, the requesting party is not in default in the performance of its obligations under this Agreement, or, if in default, to describe therein, to the then-current actual knowledge of the certifying party, the nature and amount of any and all defaults and (ii) to such other reasonable factual matters as the requesting party may request, including but not limited to, that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect as modified, and stating the modifications). Each Parcel owner receiving such request shall execute and return such certificate within 20 days following the receipt thereof. Failure by a party to execute and return such certificate within the specified period shall be deemed an admission on such party's part that the party requesting the certificate is current and not in

default in the performance of such party's obligations under this Agreement, and otherwise an admission of such party's part as to the truth and accuracy of the matters therein. The parties acknowledge that such certificate may be relied upon by purchasers, transferees, mortgagees, deed of trust beneficiaries, tenants, and leaseback-lessors.

SECTION 8.7. This Agreement, and the rights, privileges, covenants, agreements and easements hereunder with respect to each party and all property covered hereby, shall be superior and senior to any lien placed upon any property covered hereby, including the lien of any mortgage or deed of trust. Notwithstanding the foregoing, however, no breach of this Agreement or exercise of any remedy under this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust made in good faith and for value, but the covenants and restrictions, easements and conditions herein contained shall be binding upon and effective against any owner (including any mortgagee or beneficiary under a deed of trust) or any property covered hereby, or any portion thereof, who acquires title thereto by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

SECTION 8.8. This Agreement contains the entire agreement between the parties and there are no other terms, expressed or implied, except as contained herein. Any statement, representation or promise made by either party or an agent or employee thereof that is not contained herein shall be null and void.

SECTION 8.9. THIS AGREEMENT, AND ITS VALIDITY, ENFORCEMENT AND INTERPRETATION, SHALL BE GOVERNED BY THE LAW OF THE STATE OF TEXAS (WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES) AND APPLICABLE UNITED STATES FEDERAL LAW. Any party to this Agreement who is the prevailing party in any legal proceeding against the other party brought under or with respect to this Agreement shall be additionally entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party. IN THE INTEREST OF OBTAINING A SPEEDIER AND LESS COSTLY HEARING OF ANY DISPUTE, ANY PARTY WHO PURCHASES OR OTHERWISE ACQUIRES OR ACCEPTS ANY INTEREST IN A PARCEL OR ANY PART THEREOF DOES, BY THE ACT OF PURCHASING, ACCEPTING, OR OTHERWISE ACQUIRING THAT INTEREST, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANOTHER AND ANY RIGHT TO A TRIAL BY JURY UNDER ANY STATUTE, RULE OF LAW OR PUBLIC POLICY IN CONNECTION WITH ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT.

SECTION 8.10. Subject to the terms set forth in this Agreement, each easement, restriction and covenant contained herein shall be appurtenant to and for the benefit of all Shopping Center owners, lessees and mortgagees of the Shopping Center and shall run with the land. This Agreement and the restrictions, easements, covenants, benefits and obligations created hereby shall inure to the benefit of and be binding upon the parties hereto and their successors, transferees and assigns; provided, however, that if any owner of the Shopping Center sells any portion or all of its interest in the Shopping Center, the selling owner shall thereupon be released and discharged from any and all future obligations under this Agreement as such owner in connection with the property sold by it. Any purchaser of all or any portion of the Shopping

Center assumes and agrees to be bound by the covenants and agreements of this Agreement, as same may be amended from time to time, by its acceptance of its deed of same.

SECTION 8.11. All conveyances of all or any portion of the Shopping Center subsequent to the date hereof shall be subject and subordinate to the terms and provisions hereof.

SECTION 8.12. The ownership of the entire Shopping Center by the same party shall not effect the termination of this Agreement.

SECTION 8.13. The terms, provisions, covenants and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their tenants, successors and assigns.

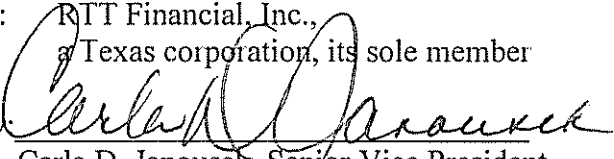
SECTION 8.14. Any and all liens provided for in this Agreement against a defaulting owner's Parcel in favor of a curing Parcel owner shall be subordinate to the liens against such defaulting owner's Parcel (including, but not limited to, mortgage or deed of trust liens) securing any bona fide loan previously or hereafter made for purchase or improvement of such defaulting owner's Parcel (or for a refinancing, extension, or modification of such a loan).

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement in counterparts, each of which constitutes an original agreement.

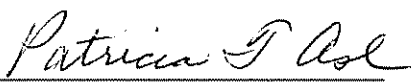
DEVELOPER:RB PASS, LLC,
a Texas limited liability company

By: RTT Financial, Inc.,
a Texas corporation, its sole member

By: 
Carla D. Janousek, Senior Vice President

KROGER TEXAS L.P., an Ohio limited
partnership

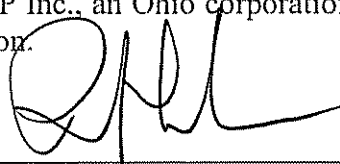
By: KRGP Inc., an Ohio corporation, its general
partner

By: 
Patricia T. Ash, Vice President



STATE OF OHIO)
) SS.
 COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 17th day of December, 2009, by Patricia T. Ash, Vice President of KRGP Inc., an Ohio corporation and general partner of Kroger Texas L.P., on behalf of such corporation.



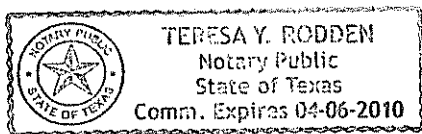
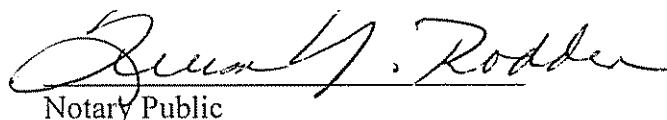
My commission expires:

Notary Public

RICK J. LANDRUM, Attorney at Law
Notary Public, State of Ohio
 My commission has no expiration date.
 Section 147.03 O.R.C.

STATE OF TEXAS)
) SS.
 COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 18th day of December, 2009, by Carla D. Janousek, Senior Vice President of RTT Financial, Inc., a Texas corporation, the sole member of RB Pass, LLC, a Texas limited liability company, on behalf of such limited liability company.

Notary Public

My commission expires

EXHIBIT A

PARCEL 1

BEING a tract of land out of the W. McFadden Survey, Abstract No. 893, Town of Little Elm, Denton County, Texas, being part of a tract of land described in Special Warranty Deed to Elmwood Estates, Ltd. recorded in Clerk's File No 97-R0089712, Real Property Records of Denton County, Texas and being more particularly described as follows:

COMMENCING at an 3" aluminum disk stamped "TxDot R O W Marker" found in the northwest right-of-way line of F.M. 423 (a variable width right-of-way) for the southeast corner of Eldorado Estates West, Phase I, an addition to the Town of Little Elm, Texas according to the plat recorded in Cabinet U, Page 639, Plat Records of Denton County, Texas; **THENCE** with the south line of said Eldorado Estates West, Phase I, North 71°08'58" West, a distance of 270.29 feet to the **POINT OF BEGINNING**;

THENCE leaving said south line, the following courses and distances to wit:

South 18°51'02" West, a distance of 108.40 feet to a point at the beginning of a tangent curve to the right with a radius of 45.00 feet, a central angle of 29°07'06", and a chord bearing and distance of South 33°24'35" West, 22.62 feet;
 Southwesterly, with said curve, an arc distance of 22.87 feet to a point for corner;
 South 47°58'08" West, a distance of 80.04 feet to a point for corner;
 South 42°01'52" East, a distance of 56.48 feet to a point for corner;
 North 47°54'44" East, a distance of 25.16 feet to a point at the beginning of a tangent curve to the right with a radius of 20.00 feet, a central angle of 60°56'18", and a chord bearing and distance of North 78°22'53" East, 20.28 feet;
 Northeasterly, with said curve, an arc distance of 21.27 feet to a point for corner;
 South 71°08'58" East, a distance of 30.88 feet to a point at the beginning of a tangent curve to the right with a radius of 50.00 feet, a central angle of 29°07'06", and a chord bearing and distance of South 56°35'25" East, 25.14 feet;
 Southeasterly, with said curve, an arc distance of 25.41 feet to a point for corner;
 South 42°01'52" East, a distance of 91.45 feet to a point at the beginning of a non-tangent curve to the right having a radius of 1066.82 feet, a central angle of 2°17'13", a chord bearing and distance of South 35°24'55" West, 42.58 feet;
 Southwesterly, with said curve, an arc distance of 42.58 feet to a point for corner;
 South 53°26'28" East, a distance of 63.00 feet to a point at the beginning of a non-tangent curve to the right having a radius of 1129.82 feet, a central angle of 7°50'12", a chord bearing and distance of South 40°28'38" West, 154.41 feet;
 Southwesterly, with said curve, an arc distance of 154.53 feet to a point for corner;
 North 45°31'42" West, a distance of 54.22 feet to a point for corner;
 North 42°01'52" West, a distance of 179.50 feet to a point for corner;
 South 47°58'08" West, a distance of 280.27 feet to a point for corner;
 North 42°01'52" West, a distance of 67.00 feet to a point for corner;
 South 47°58'08" West, a distance of 135.70 feet to a point at the beginning of a tangent curve to the right with a radius of 50.00 feet, a central angle of 42°08'52", and a chord bearing and distance of South 69°02'34" West, 35.96 feet;
 Southwesterly, with said curve, an arc distance of 36.78 feet to a point for corner;
 North 89°53'00" West, a distance of 6.85 feet to a point for corner;
 North 00°07'00" East, a distance of 228.75 feet to a point for corner;
 South 89°53'00" East, a distance of 32.97 feet to a point for corner;
 North 47°58'08" East, a distance of 204.93 feet to a point for corner;
 North 42°01'52" West, a distance of 40.50 feet to a point for corner;
 North 47°58'08" East, a distance of 307.94 feet to a point for corner in the south line of said Eldorado Estates West, Phase I;

THENCE with said south line, South 71°08'58" East, a distance of 168.34 feet to the **POINT OF BEGINNING** and containing 4.374 acres of land

EXHIBIT B-1

OUTLOT 1 LEGAL DESCRIPTION 1.450 ACRES

BEING a tract of land out of the W McFadden Survey, Abstract No 893, Town of Little Elm, Denton County, Texas, being part of a tract of land described in Special Warranty Deed to Elmwood Estates, Ltd. recorded in Clerk's File No 97-R0089712, Real Property Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at an 3" aluminum disk stamped "TxDot R O W. Marker" found in the northwest right-of-way line of F M 423 (a variable width right-of-way) for the southeast corner of Eldorado Estates West, Phase I, an addition to the Town of Little Elm, Texas according to the plat recorded in Cabinet U, Page 639, Plat Records of Denton County, Texas for the beginning of a curve to the right having a radius of 1129.82 feet, a central angle of $15^{\circ}48'34''$, a chord bearing and distance of South $28^{\circ}39'15''$ West, 310.76 feet;

THENCE southwesterly, with said northwest right-of-way and with said curve, an arc distance of 311.75 feet to a point for corner;

THENCE leaving said northwest right-of-way line of F M 423, the following courses and distances to wit:

North $53^{\circ}26'28''$ West, a distance of 63.00 feet to a point for corner at the beginning of a non-tangent curve to the left having a radius of 1066.82 feet, a central angle of $2^{\circ}17'13''$, a chord bearing and distance of North $35^{\circ}24'55''$ East, 42.58 feet;

Northeasterly, with said curve, an arc distance of 42.58 feet to a point for corner;

North $42^{\circ}01'52''$ West, a distance of 91.45 feet to a point for corner at the beginning of a tangent curve to the left with a radius of 50.00 feet, a central angle of $29^{\circ}07'06''$, and a chord bearing and distance of North $56^{\circ}35'25''$ West, 25.14 feet;

Northwesterly, with said curve, an arc distance of 25.41 feet to a point for corner;

North $71^{\circ}08'58''$ West, a distance of 30.88 feet to a point for corner at the beginning of a tangent curve to the left with a radius of 20.00 feet, a central angle of $60^{\circ}56'18''$, and a chord bearing and distance of South $78^{\circ}22'53''$ West, 20.28 feet;

Southwesterly, with said curve, an arc distance of 21.27 feet to a point for corner;

South $47^{\circ}54'44''$ West, a distance of 25.16 feet to a point for corner;

North $42^{\circ}01'52''$ West, a distance of 56.48 feet to a point for corner;

North $47^{\circ}58'08''$ East, a distance of 80.04 feet to a point for corner at the beginning of a tangent curve to the left with a radius of 45.00 feet, a central angle of $29^{\circ}07'06''$, and a chord bearing and distance of North $33^{\circ}24'35''$ East, 22.62 feet;

Northeasterly, with said curve, an arc distance of 22.87 feet to a point for corner;

North $18^{\circ}51'02''$ East, a distance of 108.40 feet to a point for corner in the south line of said Eldorado Estates West, Phase I;

THENCE with said south line, South $71^{\circ}08'58''$ East, a distance of 270.29 feet to the **POINT OF BEGINNING** and containing 1.450 acres of land.

EXHIBIT B-2

OUTLOT 2 LEGAL DESCRIPTION 1.496 ACRES

BEING a tract of land out of the W. McFadden Survey, Abstract No. 893, Town of Little Elm, Denton County, Texas, being part of a tract of land described in Special Warranty Deed to Elmwood Estates, Ltd. recorded in Clerk's File No. 97-R0089712, Real Property Records of Denton County, Texas and being more particularly described as follows:

COMMENCING at an 3" aluminum disk stamped "TxDot R.O.W. Marker" found in the northwest right-of-way line of F.M. 423 (a variable width right-of-way) for the southeast corner of Eldorado Estates West, Phase I, an addition to the Town of Little Elm, Texas according to the plat recorded in Cabinet U, Page 639, Plat Records of Denton County, Texas for the beginning of a curve to the right having a radius of 1129.82 feet, a central angle of 23°38'36", a chord bearing and distance of South 32°34'21" West, 462.98 feet;

THENCE southwesterly, with said northwest right-of-way and with said curve, an arc distance of 466.28 feet to the **POINT OF BEGINNING** and at the beginning of a curve to the right having a radius of 1129.82 feet, a central angle of 1°13'00", a chord bearing and distance of South 45°00'13" West, 23.99 feet;

THENCE continuing with the northwest right-of-way line of said F.M. 423, the following courses and distances to wit:
 Southwesterly, with said curve, an arc distance of 23.99 feet to a point for corner;
 South 62°49'08" West, a distance of 12.77 feet to a point at the beginning of a non-tangent curve to the right having a radius of 1724.13 feet, a central angle of 1°04'07", a chord bearing and distance of South 47°22'47" West, 32.16 feet;
 Southwesterly, with said curve, an arc distance of 32.16 feet to a point for corner;
 South 47°54'44" West, a distance of 215.12 feet to a point for corner;

THENCE leaving said northwest right-of-way line of F.M. 423, the following courses and distances to wit:
 North 42°01'52" West, a distance of 232.13 feet to a point for corner;
 North 47°58'08" East, a distance of 280.27 feet to a point for corner;
 South 42°01'52" East, a distance of 179.50 feet to a point for corner;
 South 45°31'42" East, a distance of 54.22 feet to the **POINT OF BEGINNING** and containing 1.496 acres of land.

EXHIBIT B-3

OUTLOT 3 LEGAL DESCRIPTION 1.132 ACRES

BEING a tract of land out of the W. McFadden Survey, Abstract No. 893, Town of Little Elm, Denton County, Texas, being part of a tract of land described in Special Warranty Deed to Elmwood Estates, Ltd. recorded in Clerk's File No. 97-R0089712, Real Property Records of Denton County, Texas and being more particularly described as follows:

COMMENCING at an 3" aluminum disk stamped "TxDOT R O W Marker" found in the northwest right-of-way line of F M 423 (a variable width right-of-way) for the southeast corner of Eldorado Estates West, Phase I, an addition to the Town of Little Elm, Texas according to the plat recorded in Cabinet U, Page 639, Plat Records of Denton County, Texas for at the beginning of a curve to the right having a radius of 1129.82 feet, a central angle of 24°51'46", a chord bearing and distance of South 33°10'50" West, 486.43 feet;

THENCE with said northwest right-of-way line, the following courses and distances to wit:

Southwesterly, with said curve, an arc distance of 490.27 feet to a point for corner;
South 62°49'08" West, a distance of 12.77 feet to a point at the beginning of a non-tangent curve to the right having a radius of 1724.13 feet, a central angle of 1°04'07", a chord bearing and distance of South 47°22'47" West, 32.16 feet;
Southwesterly, with said curve, an arc distance of 32.16 feet to a point for corner;
South 47°54'44" West, a distance of 215.12 feet to the **POINT OF BEGINNING**;

THENCE continuing with said northwest right-of-way line, the following courses and distances to wit:

South 47°54'44" West, a distance of 58.21 feet to a point at the beginning of a tangent curve to the left with a radius of 1233.92 feet, a central angle of 4°44'55", and a chord bearing and distance of South 45°32'17" West, 102.23 feet;
Southwesterly, with said curve, an arc distance of 102.26 feet to a point for corner;

THENCE leaving said northwest right-of-way line of F M 423, the following courses and distances to wit:

North 46°50'47" West, a distance of 72.35 feet to a point for corner;
North 42°01'52" West, a distance of 186.42 feet to a point at the beginning of a tangent curve to the right with a radius of 45.00 feet, a central angle of 90°00'00", and a chord bearing and distance of North 02°58'08" East, 63.64 feet;
Northeasterly, with said curve, an arc distance of 70.69 feet to a point for corner;
North 47°58'08" East, a distance of 121.43 feet to a point for corner;
South 42°01'52" East, a distance of 299.13 feet to the **POINT OF BEGINNING** and containing 1.132 acres of land.

EXHIBIT B-4

OUTLOT 4 LEGAL DESCRIPTION 1.148 ACRES

BEING a tract of land out of the W. McFadden Survey, Abstract No. 893, Town of Little Elm, Denton County, Texas, being part of a tract of land described in Special Warranty Deed to Elmwood Estates, Ltd. recorded in Clerk's File No. 97-R0089712, Real Property Records of Denton County, Texas and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found in the southeast right-of-way line of Eldorado Parkway (a 120-foot wide right-of-way) for the southwest corner of Eldorado Estates West, Phase II, an addition to the Town of Little Elm, Texas according to the plat recorded in Cabinet V, Page 632, Plat Records of Tarrant County, Texas Little Elm, Texas according to the plat recorded in Cabinet V, Page 632, Plat Records of Denton County, Texas;

THENCE with the south line of said Eldorado Estates West, Phase II, South 89°53'00" East, a distance of 1105.81 feet to a point for corner;

THENCE leaving said south line, the following courses and distances to wit:

South 00°07'00" West, a distance of 294.50 feet to a point for corner;

North 89°53'00" West, a distance of 11.64 feet to the **POINT OF BEGINNING**;

THENCE the following courses and distances to wit:

South 00°07'00" West, a distance of 252.96 feet to a 5/8" iron rod with "KHA" cap set at the beginning of a non-tangent curve to the right having a radius of 400.00 feet, a central angle of 4°09'25", a chord bearing and distance of North 84°23'38" West, 29.01 feet;

Northwesterly, with said curve, an arc distance of 29.02 feet to a 5/8" iron rod with "KHA" cap set at the beginning of a curve to the left with a radius of 824.20 feet, a central angle of 7°35'00", and a chord bearing and distance of North 86°06'26" West, 109.01 feet;

Northwesterly, with said curve, an arc distance of 109.09 feet to a 5/8" iron rod with "KHA" cap set for corner;

North 89°53'56" West, a distance of 4.34 feet to a 5/8" iron rod with "KHA" cap set for corner;

South 00°07'00" West, a distance of 57.00 feet to a 5/8" iron rod with "KHA" cap set for corner in the northeast right-of-way line of F M 720 (a variable width right-of-way);

THENCE with said northeast right-of-way line, North 89°53'56" West, a distance of 50.00 feet to a 5/8" iron rod with "KHA" cap set for corner;

THENCE leaving said northeast right-of-way line of F M 720, the following courses and distances to wit:

North 00°07'00" East, a distance of 300.02 feet to a 5/8" iron rod with "KHA" cap set for corner;

South 89°53'00" East, a distance of 192.00 feet to the **POINT OF BEGINNING** and containing 1.148 acres of land

EXHIBIT B-5

EXHIBIT B-5 LEGAL DESCRIPTION 0.398 ACRES

BEING a tract of land out of the W. McFadden Survey, Abstract No. 893, Town of Little Elm, Denton County, Texas, being part of a tract of land described in deed to Jacobs Convenience Stores, II, L.P. recorded in Volume 4564, Page 70, Real Property Records of Denton County, Texas and part of a tract of land described in Special Warranty Deed to Elmwood Estates, Ltd. recorded in Clerk's File No. 97-R0089712, Real Property Records of Denton County, Texas and being more particularly described as follows:

COMMENCING at a 5/8" iron rod with "KHA" cap found at the westernmost end of a right-of-way corner clip at the intersection of the northwest right-of-way line of F.M. 423 (a variable width right-of-way) and the northeast right-of-way line of F.M. 720 (a variable width right-of-way); said point being the beginning of a curve to the left having a radius of 617.96 feet, a central angle of 03°45'03", a chord bearing and distance of North 35°17'50" West, 40.45 feet;

THENCE with said northeast right-of-way line, and said curve, an arc distance of 40.45 feet to the **POINT OF BEGINNING**; said point being at the beginning of a curve to the left having a radius of 617.96 feet, a central angle of 32°44'56", a chord bearing and distance of North 53°32'49" West, 348.42 feet;

THENCE continuing with said northeast right-of-way line and with said curve, an arc distance of 353.21 feet to the beginning of a non-tangent curve to the left having a radius of 115.00 feet, a central angle of 2°25'42", a chord bearing and distance of North 01°19'51" East, 4.87 feet;

THENCE departing said northeast right-of-way line, with said curve, an arc distance of 4.87 feet to a point for corner;

THENCE North 00°07'00" East, a distance of 9.96 feet to the beginning of a non-tangent curve to the right having a radius of 631.96 feet, a central angle of 007°55'14", a chord bearing and distance of South 66°24'42" East, 87.29 feet;

THENCE with said curve, an arc distance of 87.36 feet to a point for corner;

THENCE South 62°27'05" East, a distance of 99.45 feet to a point for corner;

THENCE North 00°07'00" East, a distance of 50.93 feet to the beginning of a non-tangent curve to the left having a radius of 150.00 feet, a central angle of 009°32'46", a chord bearing and distance of South 85°06'37" East, 24.96 feet;

THENCE with said curve, an arc distance of 24.99 feet to a point for corner;

THENCE South 89°53'00" East, a distance of 87.36 feet to a point for corner;

THENCE South 00°07'00" West, a distance of 189.56 feet to the **POINT OF BEGINNING** and containing 0.398 acres or 17,351 square feet of land.

END EXHIBIT B

EXHIBIT C

PARCEL 2

BEING a tract of land out of the W. McFadden Survey, Abstract No. 893, Town of Little Elm, Denton County, Texas, being part of a tract of land described in Special Warranty Deed to Elmwood Estates, Ltd. recorded in Clerk's File No. 97-R0089712, Real Property Records of Denton County, Texas and part of a tract of land described in Special Warranty Deed to Jacobs Convenience Stores II, LP, recorded in Volume 4564, Page 70, Deed Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with "KHA" cap found at the westernmost end of a right-of-way corner clip at the intersection of the northwest right-of-way line of F.M. 423 (a variable width right-of-way) and the northeast right-of-way line of F.M. 720 (a variable width right-of-way) at the beginning of a curve to the left having a radius of 617.96 feet, a central angle of 03°45'03", a chord bearing and distance of North 35°17'50" West, 40.45 feet;

THENCE with said curve, an arc distance of 40.45 feet to a 5/8" iron rod with "KHA" cap set for corner;

THENCE departing said northeast right-of-way line, North 00°07'00" East, a distance of 189.56 feet to a 5/8" iron rod with "KHA" cap set for corner;

THENCE North 89°53'00" West, a distance of 87.36 feet to a 5/8" iron rod with "KHA" cap set at the beginning of a tangent curve to the right with a radius of 150.00 feet, a central angle of 09°32'46", and a chord bearing and distance of North 85°06'37" West, 24.96 feet;

THENCE in a northwesterly direction, with said curve, an arc distance of 24.99 feet to a 5/8" iron rod with "KHA" cap set for corner;

THENCE South 00°07'00" West, a distance of 50.93 feet to a 5/8" iron rod with "KHA" cap set for corner;

THENCE North 62°27'05" West, a distance of 99.45 feet to a 5/8" iron rod with "KHA" cap set at the beginning of a tangent curve to the left with a radius of 631.96 feet, a central angle of 07°55'14", and a chord bearing and distance of North 66°24'42" West, 87.29 feet;

THENCE in a northwesterly direction, with said curve, an arc distance of 87.36 feet to a 5/8" iron rod with "KHA" cap set for corner;

THENCE South 00°07'00" West, a distance of 9.96 feet to a 5/8" iron rod with "KHA" cap set at the beginning of a tangent curve to the right with a radius of 115.00 feet, a central angle of 02°25'42", and a chord bearing and distance of South 01°19'51" West, 4.87 feet;

THENCE in a southwesterly direction, with said curve, an arc distance of 4.87 feet to a 5/8" iron rod with "KHA" cap set in said northeast right-of-way line at the beginning of a non-tangent curve to the left having a radius of 617.96 feet, a central angle of 19°58'59", a chord bearing and distance of North 79°54'47" West, 214.43 feet;

THENCE with said northeast right-of-way line the following courses and distances:

In a northwesterly direction with said curve, an arc distance of 215.53 feet to a 5/8" iron rod with "KHA" cap found for corner; from said point a 5/8" iron rod found bears North 83°10' West, a distance of 3.2 feet; North 89°54'16" West, a distance of 121.03 feet to a 5/8" iron rod with 3" aluminum disk stamped "TxDot R.O.W. Marker" found at the beginning of a non-tangent curve to the left having a radius of 767.20 feet, a central angle of 07°17'49", a chord bearing and distance of North 86°15'02" West, 97.64 feet; In a northwesterly direction with said curve, an arc distance of 97.71 feet to a 5/8" iron rod with 3" aluminum disk stamped "TxDot R.O.W. Marker" found for corner; North 89°53'56" West, a distance of 4.36 feet to a 5/8" iron rod with "KHA" cap set for corner;

THENCE departing said northeast right-of-way line, the following courses and distances:

North 00°07'00" East, a distance of 57.00 feet to a 5/8" iron rod with "KHA" cap set for corner; South 89°53'56" East, a distance of 4.34 feet to a 5/8" iron rod with "KHA" cap set at the beginning of a tangent curve to the right with a radius of 824.20 feet, a central angle of 07°35'00", and a chord bearing and distance of South 86°06'26" East, 109.01 feet;

EXHIBIT C

In a southeasterly direction with said curve, an arc distance of 109.09 feet to a 5/8" iron rod with "KHA" cap set at the beginning of a curve to the left with a radius of 400.00 feet, a central angle of 04°09'25", and a chord bearing and distance of South 84°23'38" East, 29.01 feet;

In a southeasterly direction with said curve, an arc distance of 29.02 feet to a 5/8" iron rod with "KHA" cap set for corner;

North 00°07'00" East, a distance of 252.96 feet to a 5/8" iron rod with "KHA" cap set for corner;

South 89°53'00" East, a distance of 11.64 feet to a 5/8" iron rod with "KHA" cap set for corner;

North 00°07'00" East, a distance of 294.50 feet to a 5/8" iron rod with "KHA" cap set for corner in the south line of Lot 25, Block T, Eldorado Estates West, Phase II, an addition to the Town of Little Elm, Texas according to the plat recorded in Cabinet V, Page 632, Plat Records of Tarrant County, Texas;

THENCE with said south line of Block T, the following courses and distances:

South 89°53'00" East, a distance of 673.50 feet to a 5/8" iron rod with "KHA" cap found for corner;

North 47°58'08" East, a distance of 124.74 feet to a 5/8" iron rod with "KHA" cap found at the beginning of a tangent curve to the left with a radius of 475.92 feet, a central angle of 29°07'06", and a chord bearing and distance of North 33°24'35" East, 239.27 feet;

In a northeasterly direction, with said curve, an arc distance of 241.87 feet to a 1/2" iron rod found for corner;

South 71°08'58" East, a distance of 157.56 feet to a 5/8" iron rod with "KHA" cap set for corner in the south line of Lot 44, of said Block T;

THENCE departing said south line, the following courses and distances:

South 47°58'08" West, a distance of 307.94 feet to a 5/8" iron rod with "KHA" cap set for corner;

South 42°01'52" East, a distance of 40.50 feet to a 5/8" iron rod with "KHA" cap set for corner;

South 47°58'08" West, a distance of 204.93 feet to a 5/8" iron rod with "KHA" cap set for corner;

North 89°53'00" West, a distance of 32.97 feet to a 5/8" iron rod with "KHA" cap set for corner;

South 00°07'00" West, a distance of 228.75 feet to a 5/8" iron rod with "KHA" cap set for corner;

South 89°53'00" East, a distance of 6.85 feet to a 5/8" iron rod with "KHA" cap set at the beginning of a tangent curve to the left with a radius of 50.00 feet, a central angle of 42°08'52", and a chord bearing and distance of North 69°02'34" East, 35.96 feet;

In a northeasterly direction, with said curve, an arc distance of 36.78 feet to a 5/8" iron rod with "KHA" cap set for corner;

North 47°58'08" East, a distance of 14.27 feet to a 5/8" iron rod with "KHA" cap set at the beginning of a non-tangent curve to the left with a radius of 45.00 feet, a central angle of 90°00'00", and a chord bearing and distance of South 02°58'08" West, 63.64 feet;

In a southwesterly direction, with said curve, an arc distance of 70.69 feet to a 5/8" iron rod with "KHA" cap set for corner;

South 42°01'52" East, a distance of 186.42 feet to a 5/8" iron rod with "KHA" cap set for corner;

South 46°50'47" East, a distance of 72.35 feet to a 5/8" iron rod with "KHA" cap set in the northwest right-of-way line of said F M 423 at the beginning of a non-tangent curve to the left having a radius of 1233.92 feet, a central angle of 01°44'22", a chord bearing and distance of South 42°17'39" West, 37.46 feet;

THENCE in a southwesterly direction with said northwest right-of-way line and with said curve, an arc distance of 37.46 feet to a 5/8" iron rod with "KHA" cap set for corner;

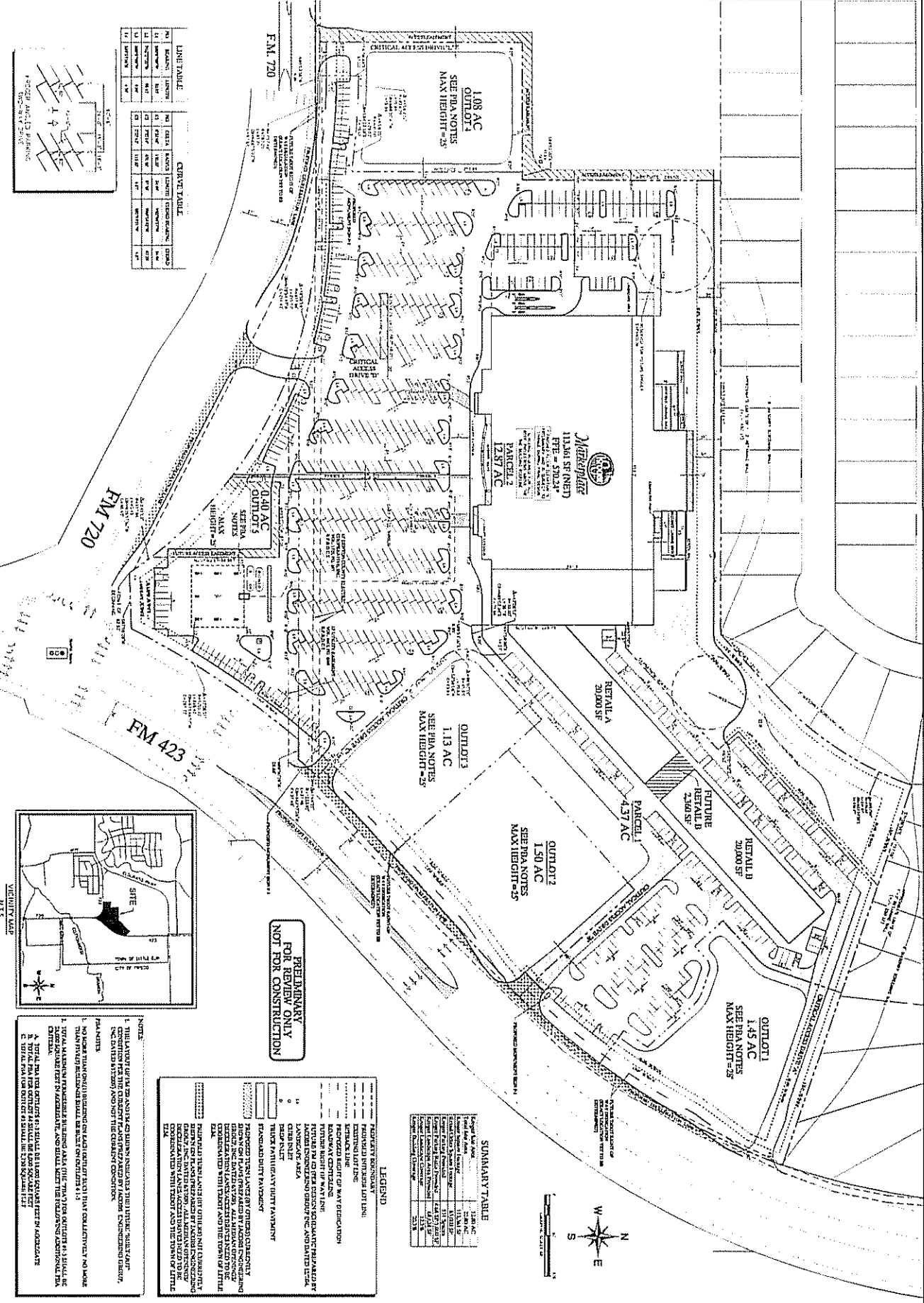
THENCE departing said northwest right-of-way line, North 89°50'26" West, a distance of 28.88 feet to a 5/8" iron rod with 3" aluminum disk stamped "TxDot R O W Marker" found at the beginning of a non-tangent curve to the left having a radius of 1255.92 feet, a central angle of 13°36'51", a chord bearing and distance of South 33°44'52" West, 297.72 feet;

THENCE in a southwesterly direction with said curve, an arc distance of 298.42 feet to a 5/8" iron rod with "KHA" cap set for corner in said right-of-way corner clip;

THENCE with said right-of-way corner clip, South 87°59'28" West, a distance of 82.92 feet to the POINT OF BEGINNING and containing 12.802 acres or 557,653 square feet of land

The bearings for this survey are based on deed recorded in Clerk's File No. 97-R0089712, Deed Records of Denton County, Texas

Small text block at the top left, likely containing project information or a title block.

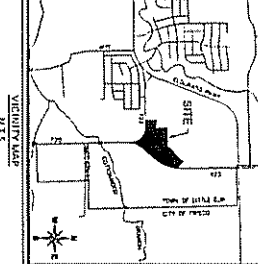
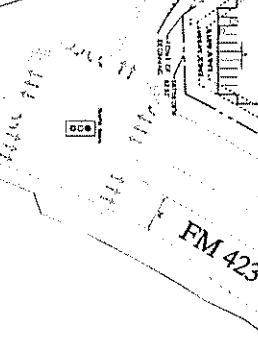


LINE TABLE

NO.	DESCRIPTION	DATE
1	1.08 AC	10/1/00
2	1.50 AC	10/1/00
3	1.13 AC	10/1/00
4	1.45 AC	10/1/00
5	1.28 AC	10/1/00
6	1.36 AC	10/1/00
7	1.27 AC	10/1/00
8	1.27 AC	10/1/00
9	1.27 AC	10/1/00
10	1.27 AC	10/1/00
11	1.27 AC	10/1/00
12	1.27 AC	10/1/00
13	1.27 AC	10/1/00
14	1.27 AC	10/1/00
15	1.27 AC	10/1/00
16	1.27 AC	10/1/00
17	1.27 AC	10/1/00
18	1.27 AC	10/1/00
19	1.27 AC	10/1/00
20	1.27 AC	10/1/00

CURVE TABLE

NO.	STATION	CHORD BEARING	CHORD DIST.	ARC DIST.	ANGLE	CHORD BEARING	CHORD DIST.	ARC DIST.	ANGLE
1	1+00.00	N 89° 15' 00" E	100.00	100.00	90.00	S 89° 15' 00" W	100.00	100.00	90.00
2	1+10.00	S 89° 15' 00" W	100.00	100.00	90.00	N 89° 15' 00" E	100.00	100.00	90.00
3	1+20.00	N 89° 15' 00" E	100.00	100.00	90.00	S 89° 15' 00" W	100.00	100.00	90.00
4	1+30.00	S 89° 15' 00" W	100.00	100.00	90.00	N 89° 15' 00" E	100.00	100.00	90.00
5	1+40.00	N 89° 15' 00" E	100.00	100.00	90.00	S 89° 15' 00" W	100.00	100.00	90.00
6	1+50.00	S 89° 15' 00" W	100.00	100.00	90.00	N 89° 15' 00" E	100.00	100.00	90.00
7	1+60.00	N 89° 15' 00" E	100.00	100.00	90.00	S 89° 15' 00" W	100.00	100.00	90.00
8	1+70.00	S 89° 15' 00" W	100.00	100.00	90.00	N 89° 15' 00" E	100.00	100.00	90.00
9	1+80.00	N 89° 15' 00" E	100.00	100.00	90.00	S 89° 15' 00" W	100.00	100.00	90.00
10	1+90.00	S 89° 15' 00" W	100.00	100.00	90.00	N 89° 15' 00" E	100.00	100.00	90.00



NOTES

1. THIS PLAN IS FOR THE SITE AND THE SITE IS NOT TO BE CONSIDERED AS A FINAL PLAN. THE SITE IS NOT TO BE CONSIDERED AS A FINAL PLAN. THE SITE IS NOT TO BE CONSIDERED AS A FINAL PLAN.

2. THE SITE IS NOT TO BE CONSIDERED AS A FINAL PLAN. THE SITE IS NOT TO BE CONSIDERED AS A FINAL PLAN. THE SITE IS NOT TO BE CONSIDERED AS A FINAL PLAN.

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10. THE SITE IS NOT TO BE CONSIDERED AS A FINAL PLAN. THE SITE IS NOT TO BE CONSIDERED AS A FINAL PLAN. THE SITE IS NOT TO BE CONSIDERED AS A FINAL PLAN.

Summary Table

Item	Description	Quantity
1	1.08 AC	100.00
2	1.50 AC	100.00
3	1.13 AC	100.00
4	1.45 AC	100.00
5	1.28 AC	100.00
6	1.36 AC	100.00
7	1.27 AC	100.00
8	1.27 AC	100.00
9	1.27 AC	100.00
10	1.27 AC	100.00
11	1.27 AC	100.00
12	1.27 AC	100.00
13	1.27 AC	100.00
14	1.27 AC	100.00
15	1.27 AC	100.00
16	1.27 AC	100.00
17	1.27 AC	100.00
18	1.27 AC	100.00
19	1.27 AC	100.00
20	1.27 AC	100.00

PLOT PLAN EXHIBIT D REVIEW SHEET #2

LITTLE ELM MARKETPLACE LITTLE ELM, TX

Kimley-Horn and Associates, Inc. 8700 Cornick Ct., Suite 200, Fort Worth, TX 76134. Tel: (817) 335-3300, Fax: (817) 335-3179.

**FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT
AND DECLARATION OF RESTRICTIONS AND COVENANTS**

THIS FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT AND DECLARATION OF RESTRICTIONS AND COVENANTS (this “**Amendment**”), is made as of _____, 2024 (“**Effective Date**”), by and between **KROGER TEXAS L.P.**, an Ohio limited partnership (“Kroger”), and **RB PASS, LLC**, a Texas limited liability company (“Developer”).

RECITALS:

A. Kroger and Developer entered into that certain Reciprocal Easement Agreement and Declaration of Restrictions and Easements dated December 18, 2009, recorded as Document No. 2009-144614 in the Office of the Clerk of Denton County, Texas (the “**REA**”).

B. Kroger and Developer wish to amend the REA as provided in this Amendment.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Kroger and Developer agree that the REA is hereby amended as follows:

1. Recitals; Capitalized Terms. The foregoing recitals are true and correct and hereby incorporated into this Amendment by this reference. All capitalized terms used herein shall have the same meanings given thereto in the REA unless otherwise defined herein.

2. Definitions: The definitions of “Outlot or Outlots” and “Parcel or Parcels” set forth in Section 1.1 are deleted in their entirety and replaced with the following:

“**Outlot or Outlots:** Outlot 1, Outlot 2, Outlot 3, Outlot 4, Outlot 5, Outlot 6, and Outlot 7 are referred to herein collectively as the “Outlots” and individually as an “Outlot”.

“**Parcel or Parcels:** Parcel 1, Parcel 2, Outlot 1, Outlot 2, Outlot 3, Outlot 4, Outlot 5, Outlot 6, and Outlot 7 are referred to collectively herein as the “Parcels” and individually as a “Parcel”.”

3. Plot Plan. The Plot Plan attached to the REA as Exhibit “D” is hereby deleted in its entirety and replaced for all purposes under the REA by the Plot Plan attached to this Amendment as Exhibit “A”.

4. Subdivision of Parcel 2. On or about the Effective Date, Kroger, as owner of Parcel 2, subdivided or will subdivide a portion of Parcel 2 to create new “Outlot 6”, as shown on the Plot Plan attached hereto as Exhibit “A”. The legal description of Outlot 6 is attached hereto as Exhibit “B”. The legal description of Parcel 2 set forth in the REA is hereby amended to exclude the portion of Parcel 2 subdivided as Outlot 6. Outlot 6 shall be treated as an Outlot for all purposes under the REA, and not as part of Parcel 2 for any purpose, including but not limited to the use restrictions set forth in Sections 5.1, 5.2, and 5.3 of the REA. The owner of Outlot 6 shall be entitled to construct building improvements and related Common Area improvements thereon, as

shown on the Plot Plan attached hereto as Exhibit “A”, subject to the other provisions of the REA, as amended herein.

5. Subdivision of Parcel 1 and Outlot 1. On or about the Effective Date, the owner of Parcel 1 and Outlot 1, subdivided or will subdivide a portion of Parcel 1 and Outlot 1 to create new “Outlot 7”, as shown on the Plot Plan attached hereto as Exhibit “A”. The legal descriptions of Outlot 7 and revised legal descriptions of Parcel 1 and Outlot 1 are included in Exhibit “C”. The legal descriptions of Parcel 1 and Outlot 1 set forth in the REA are hereby amended to exclude the portions of Parcel 1 and Outlot 1 subdivided as Outlot 7. Outlot 7 and revised Outlot 1 shall be treated as Outlots for all purposes under the REA. The owner of Outlot 7 shall be entitled to construct building improvements and related Common Area improvements thereon, as shown on the Plot Plan attached hereto as Exhibit “A”, subject to the other provisions of the REA, as amended herein.

6. Parking Easement. Section 2.2 shall be deleted in its entirety and shall be replaced with the following:

“SECTION 2.2 Developer and Kroger hereby grant and convey to each other easements over the Common Area on Parcel 1 and Parcel 2, respectively, that are designated and/or reflected on the Plot Plan as parking area, for the benefit of Parcel 2 and Parcel 1, respectively, to permit parking of motor vehicles by the owner of the benefitted Parcel and its Permittees. Kroger and Developer hereby grant and convey to each other easements over the Common Area on the following Parcels that are designated and/or reflected on the Plot Plan as parking area, for the benefit of the following Parcels, to permit parking of motor vehicles by the owners of the benefitted Parcels and their Permittees:

- (a) over Parcel 2 for the benefit of Outlot 5;
- (b) over Parcel 1 for the benefit of Outlots 1, 2, 3 and 7; and
- (c) over Outlots 1, 2, 3 and 7 for the benefit of Parcel 1.

Each Parcel must satisfy the minimum parking requirements imposed by applicable law or the parking requirements set forth in this Agreement, whichever is greater.”

7. Modifications to Parcel 2; Critical Access Drives. Any contrary provision of the REA notwithstanding, the approval or consent of the Outlot 6 or Outlot 7 owner shall not be required with respect to any modifications or changes to the Building Area or Common Area on Parcel 2; provided, that prior to commencing any modification of the drive lanes identified as “Critical Access Drives” on the Plot Plan attached to this Amendment as Exhibit “A”, the Parcel 2 owner shall submit to the Outlot 6 owner plans and specifications for such modification for the Outlot 6 owner’s review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed. If the Parcel 2 owner submits to the Outlot 6 owner plans and specifications for modification of one or more Critical Access Drive(s) directly serving Outlot 6 and the Outlot 6 owner fails to respond in writing with approval or a reasonably detailed statement of objections within 20 days after receipt of such plans and specifications, then such plans and specifications shall be deemed approved as submitted. Commencing on the Effective Date, as a

contribution to the costs incurred by the owner of Parcel 2 to repair and maintain the Critical Access Drives, the owner of Outlot 6 will pay to the owner of Parcel 2 the sum of \$2,500.00 per calendar year, payable in advance prior to January 1st of each year (the "CAM Payment"). A prorated CAM Payment for the first year will be paid on the Effective Date, based on the number of days from the Effective Date through December 31st of such year. The amount of the CAM Payment will be increased by 2% every year.

8. Additional Restrictions on Outlot 6. The owner of Outlot 6 shall submit to the Parcel 2 owner and any Kroger Entity having a legal or equitable interest in a Parcel ("Kroger Entity"), plans and specifications for all improvements to be constructed on Outlot 6, including without limitation construction phasing and staging plans, exterior elevations, architectural and signage plans and specifications, and site plans, for review and approval by the Parcel 2 owner and such Kroger Entity. Construction plans shall include but not be limited to the construction timeline, equipment staging area, construction fence line, entry/exit points, haul routes, and construction signage (i.e. 'Kroger Open During Construction' and directional signage as needed). If the Outlot 6 owner's -or its tenant's- architectural, site, and construction plans, specifications, and related information ("Plans") satisfy the Plot Plan requirements, Parcel 2 owner and/or any Kroger Entity's approval of Plans shall not be unreasonably withheld, conditioned, or delayed. If the Outlot 6 owner or its tenant is a national brand with at least 50 or more stores, the Plan approval by Parcel 2 Owner or Kroger Entity of Outlot 6 owner or its tenant's use of its typical signage, building façade, colors, and building materials shall not be unreasonably withheld, conditioned, or delayed. If the Parcel 2 owner or Kroger Entity fails to deliver notice of objections or approval of such plans to the Outlot 6 owner within 15 days after receipt of such plans, then such plans shall be deemed approved as submitted. Any approval by the Parcel 2 owner or such Kroger Entity shall not be deemed to constitute a warranty or representation by Parcel 2 owner or such Kroger Entity with respect to the materials, design, location, construction or workmanship of any improvements on Outlot 6. The owner of Outlot 6 shall obtain the foregoing approvals before modifying any aspect of the buildings or other improvements on Outlot 6, before commencing any construction on Outlot 6, before implementing any changes in plans theretofore approved by the Parcel 2 owner and such Kroger Entity, and before commencing any construction to repair, replace or restore the improvements on Outlot 6 following a condemnation or a casualty thereon. If the Parcel 2 owner is not a Kroger Entity, then in the event of any disagreement as to such approvals between the Parcel 2 owner and the Kroger Entity, the Kroger Entity shall control (i.e., if construction is approved by the Kroger Entity, such construction may move forward even if disapproved by the Parcel 2 owner; and if construction is disapproved by the Kroger Entity, such construction may not move forward even if approved by the Parcel 2 owner).

9. Parking Spaces. The reference to "Outlots 1-5" in the penultimate sentence of Section 5.5 is deleted and replaced with "Outlots 1-7".

10. Damage. If the Outlot 6 or Outlot 7 owner or its agent or contractor damages any part of Parcel 2 or any improvements thereon or any utility line serving Parcel 2 or any improvements there, the Outlot 6 or Outlot 7 owner (depending on which owner creates damage) shall commence the repair of such damage within 48 hours after the Outlot 6 or the Outlot 7 owner or its agent or contractor learns of such damage (or immediately in the event of an emergency (which shall mean a threat of immediate harm to persons or property), and if the Outlot 6 or the Outlot 7 owner fails to commence such repairs as required in this paragraph, the Parcel 2 owner

shall be entitled to perform such repairs and the Outlot 6 or the Outlot 7 (depending on which owner creates damage) owner shall reimburse the Parcel 2 owner for the costs of such repair.

11. Notices. Notices required or permitted under the REA shall be delivered to the Parcel owners at the following addresses:

Parcel 2 Owner:

Kroger Texas L.P.
1014 Vine Street
Cincinnati, Ohio 45202
Attn: Real Estate Dept. (DAL-580)

and a copy to:

The Kroger Co.
1014 Vine Street
Cincinnati, Ohio 45202
Attn: Law Dept. (DAL-580)

Developer:

RB Pass, LLC
PO Box 541208
Dallas, Texas 75354
Attn: Robert Adams

12. Ratification. The terms and conditions of the REA, as modified hereby, remain in full force and effect and are hereby ratified and confirmed.

13. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute one and the same instrument.

[Remainder of page is blank; signatures follow]

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment as of the Effective Date.

PARCEL 2 OWNER:

KROGER TEXAS L.P.,
an Ohio limited partnership

By: KRGP LLC,
an Ohio limited liability company,
its general partner

By: _____
Print Name: _____
Its: _____

STATE OF OHIO)

) SS.

COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____ as _____ of KRGP LLC, an Ohio limited liability company, general partner of Kroger Texas L.P., an Ohio limited, on behalf of the company.

Witness my hand and official seal.

Notary Public

My commission expires _____

DEVELOPER:

RB PASS, LLC,
a Texas limited liability company

By:_____

Print Name:_____

Its:_____

STATE OF TEXAS)

) SS.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, _____ of RB Pass, LLC, a Texas limited liability company.

Witness my hand and official seal.

Notary Public

My commission expires _____

EXHIBIT A
PLOT PLAN

EXHIBIT B

LEGAL DESCRIPTION OF OUTLOT 6

PROPERTY DESCRIPTION

STATE OF TEXAS §
COUNTY OF DENTON §

BEING a tract of land situated in the W. MCFADDEN SURVEY SURVEY, ABSTRACT NO. 893, City of Little Elm, Denton County, Texas and being a portion of Lot 7, Block A, Rosebriar Marketplace Addition, recorded in Document Number 2011-187 of the Official Public Records, Denton County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a point for the most Southerly Southwest corner of said Lot 7, Block A, said point being the most Southerly Southeast corner of Lot 4, Block A, Rosebriar Marketplace Addition, recorded in Document Number 2011-187 O.P.R.D.C.T., and being situated on the North right-of-way line of F.M. 720, a variable-width right-of-way;

THENCE along the common line of said Lot 4, Block A and said Lot 7, Block A, the following:
North 00 deg 22 min 41 sec West, a distance of 50.00 feet to an "X" cut in concrete found for corner;
North 89 deg 36 min 23 sec East, a distance of 4.34 feet to an "X" cut in concrete found for corner, said "X" cut being the beginning of a curve to the right having a radius of 824.20, a central angle of 07 deg 35 min 01 sec, a chord bearing of South 86 deg 36 min 07 sec East, and a chord length of 109.01 feet;

Along said curve to the right, an arc distance of 109.09 feet to an "X" cut in concrete found for corner, said "X" cut being the beginning of a curve to the left having a radius of 400.00 feet, a central angle of 04 deg 09 min 28 sec, a chord bearing of South 84 deg 53 min 10 sec East, and a chord length of 29.02 feet;

Along said curve to the right, an arc distance of 29.03 feet to an "X" cut in concrete found for corner;
North 00 deg 22 min 41 sec West, a distance of 12.03 feet to a Mag nail with washer stamped "W.A.I. R.P.L.S. 5714" set for the POINT OF BEGINNING;

THENCE North 00 deg 22 min 41 sec West, continuing along said common line, a distance of 214.64 feet to a MAG nail with washer stamped "W.A.I. R.P.L.S. 5714" set for corner, said MAG nail being situated in the Southerly line of a 24 foot Fire Lane, Access and Utility Easement, recorded in Document No. 2011-187, O.P.R.D.C.T., and being the beginning of a non-tangent curve to the right having a radius of 135.00 feet, a central angle of 06 deg 33 min 55 sec, a chord bearing of South 63 deg 29 min 42 sec East and a chord length of 15.46 feet;

THENCE departing said common line and along the Southerly line of said 24 foot Fire Lane, Access and Utility Easement and said non-tangent curve to the right, an arc distance of 15.47 feet to a MAG nail with washer stamped "W.A.I. R.P.L.S. 5714" set for corner;

THENCE South 60 deg 12 min 46 sec East, continuing along said Southerly line, a distance of 69.06 feet to a MAG nail with washer stamped "W.A.I. R.P.L.S. 5714" set for corner and the beginning of a curve to the left having a radius of 165.00 feet, a central angle of 29 deg 47 min 04 sec, a chord bearing of South 75 deg 06 min 19 sec East and a chord length of 84.81 feet;

THENCE continuing along said Southerly line and along said curve to the left, an arc distance of 85.77 feet to a MAG nail with washer stamped "W.A.I. R.P.L.S. 5714" set for corner;

THENCE departing the Southerly line of said 24 foot Fire Lane, Access and Utility Easement and over and across said Lot 7, Block A, the following:

South 00 deg 22 min 41 sec East, a distance of 155.39 feet to a MAG nail with washer stamped "W.A.I. R.P.L.S. 5714" set for corner, said Mag nail being situated in the Northerly line of a 24 foot Fire Lane, Access and Utility Easement, recorded in Document No. 2011-187, O.P.R.D.C.T., and being the beginning of a non-tangent curve to the left having a radius of 682.46 feet, a central angle of 06 deg 16 min 02 sec, a chord bearing of North 87 deg 15 min 57 sec West and a chord length of 74.61 feet;

Along said Northerly line and along said non-tangent curve to the left, an arc distance of 74.61 feet to a MAG nail with washer stamped "W.A.I. R.P.L.S. 5714" set for corner;

South 89 deg 36 min 03 sec West, continuing along said Northerly line, a distance of 56.87 feet to a
MAG nail with washer stamped "W.A.I. R.P.L.S. 5714" set for corner and the beginning of a curve to
the right having a radius of 388.00 feet, a central angle of 03 deg 32 min 16 sec, a chord bearing of
North 88 deg 37 min 46 sec West and a chord length of 23.95 feet;

Continuing along said Northerly line and along said curve to the right, an arc distance of 23.96 feet
to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 0.629 acres or 27,403 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 7th day of
July, 2023, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone
(4202), NAD 83, grid values from the GeoShack VRS network.

EXHIBIT C

LEGAL DESCRIPTION OF OUTLOT 7

PROPERTY DESCRIPTION

STATE OF TEXAS §
COUNTY OF DENTON §

BEING a tract of land situated in the W. MCFADDEN SURVEY, ABSTRACT NO. 893, City of Little Elm, Denton County, Texas and being a portion of Lot 6, Block A, and a portion of Lot 1, Block A, Rosebriar Marketplace Addition, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in Document No. 2011-187, Official Records, Denton County, Texas (O.R.D.C.T.) and being more particularly described as follows:

BEGINNING at a MAG nail with washer stamped "W.A.I. R.P.L.S. 5714" set for the Southeasterly corner of Lot 2, Block A of said Rosebriar Marketplace Addition and the most Southerly Southwesterly corner of said Lot 6, Block A, said MAG being situated in the Northerly right-of-way line of F.M. 423 (variable width right-of-way);

THENCE North 46 deg 01 min 07 sec West, departing said Northerly right-of-way line and along said common lot line, a distance of 41.39 feet to a MAG nail with washer stamped "W.A.I. 5714 set for corner;

THENCE, North 42 deg 31 min 17 sec West, continuing along said common line, at a distance of 179.50 feet passing the Northeasterly corner of said Lot 2, Block A, in all a total distance of 231.51 feet to a MAG nail with washer stamped "W.A.I. R.P.L.S. 5714" set for corner;

THENCE North 47 deg 28 min 43 sec East, over and across said Lot 6, Block A, a distance of 121.50 feet to a MAG nail with washer stamped "W.A.I. R.P.L.S. 5714" set for corner, said MAG nail being situated in a Westerly line of said Lot 1, Block A and an Easterly line of said Lot 6, Block A;

THENCE along said common line, the following:

South 42 deg 31 min 17 sec East, a distance of 41.48 feet to an "X" cut in concrete found for corner;

North 47 deg 25 min 19 sec East, a distance of 25.16 feet to an "X" cut in concrete found for corner and the beginning of a curve to the right having a radius of 20.00 feet, a central angle of 60 deg 55 min 42 sec, a chord bearing of North 77 deg 53 min 28 sec East and a chord distance of 20.28 feet;

Along said curve to the right, an arc distance of 21.27 feet to an "X" cut in concrete found for corner;

South 71 deg 38 min 23 sec East, a distance of 30.88 feet to an "X" cut in concrete found for corner and the beginning of a curve to the right having a radius of 50.00 feet, a central angle of 29 deg 07 min 15 sec, a chord bearing of South 57 deg 04 min 50 sec East and a chord distance of 25.14 feet;

Along said curve to the right, an arc distance of 25.41 feet to an "X" cut in concrete found for corner;

South 42 deg 31 min 17 sec East, a distance of 90.02 feet to a MAG nail with washer stamped "W.A.I. R.P.L.S. 5714" set for corner;

THENCE South 56 deg 17 min 39 sec East, departing said common lot line and over and across said Lot 1 Block A, a distance of 52.04 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner in the Northerly right-of-way line of said F.M. 423, said iron rod being the beginning of a non-tangent curve to the right having a radius of 1,129.23 feet, a central angle of 10 deg 02 min 08 sec, a chord bearing of South 38 deg 58 min 01 sec West and a chord distance of 197.54 feet;

THENCE along said Northerly right-of-way line and said non-tangent curve to the right, an arc distance of 197.79 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 1.047 acres or 45,599 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 29th day of January, 2024, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83, grid values from the GeoShack VRS network.



TOWN OF LITTLE ELM PLANNING & ZONING COMMISSION

07/18/2024

OVERVIEW

Project	PUBLIC HEARING/ Plat Vacation of Spring Branch II Addition
P&Z Hearing	07/18/2024
Council Hearing	N/A
Size	Approximately 4.992 acres
Current Zoning	Extraterritorial Jurisdiction
Proposed Use	Residential
Existing Use	Residential
Future Land Use Plan Designation	Special Planning Area 1
Applicant	Town of Little Elm
Owner	Town of Little Elm
Strategic Goal	

Agenda Item

PUBLIC HEARING/ Plat Vacation of Spring Branch II Addition. Presentation, Public Hearing, Discussion, and Recommendation on a Town initiated request to vacate a final plat titled “Spring Branch II Addition” for Block A, Lots 1 and 2, encompassing 4.992 acres of land, approved by the Town of Little Elm on the 14th of February, 2023 and later filed with Denton County under document number 2023-54.

- Presentation
- Open Public Hearing
- Receive Public Comment
- Close Public Hearing
- Discussion and Recommendation

Location

Generally located 400 feet south of the Shahan Prairie Road and Spring Branch Drive intersection, within Little Elm's ETJ.

Planning Analysis

At the January 19, 2023 Regular Planning and Zoning Commission Meeting, the Planning and Zoning Commission approved a Final Plat for "Spring Branch II Addition". Based on the information submitted by the applicant and available on Denton County Central Appraisal District's website at the time, staff believed the proposed Final Plat met the applicable Town Subdivision requirements. However, in 2024 Town Staff learned that the subdivision had previously been platted in 1962. Since the subdivision had already been platted, there were two procedural elements of the 2023 plat that were discovered to have been done incorrectly.

1. If new lot lines were to be drawn in an existing plat, it would procedurally be a replat, specifically a residential replat which would also require a public hearing. (Town Subdivision Ordinance Section 107.04.07 a,b)
2. The original 1962 plat would need to be vacated since the plat boundaries would change to include the 5 acre tract to the west, outside the original 1962 plat. This would require the signatures of all property owners within the 1962 plat and also a public hearing. (Texas Local Government Code Section 212.013)

During discussions with the Town's Attorney on the matter and how best to correct the issue, it was decided the best way to correct the issue was to do a Town initiated plat vacation. Once Denton County Records officially vacates the plat this would result in the Denton County Records clerk marking the 2023 plat (Spring Branch II Addition) as vacated, and revert back to the 1962 plat.

Recommended Action

Staff recommends the Planning and Zoning Commission approve the Plat Vacation of "Spring Branch II Addition".

Attachments

Location Map

Plat Vacation

Spring Branch Estates (1962 Plat)

Plat to be Vacated "Spring Branch II Addition"



TOWN OF LITTLE ELM
DEVELOPMENT SERVICES DEPARTMENT
100 West Eldorado Parkway
Little Elm, TX 75068
972-377-1888

APPROVAL OF PLAT VACATION

BE IT KNOWN, that on the 18th day of July, 2024, the Planning and Zoning Commission of the Town of Little Elm, at its regular meeting, did approve the vacation of the subdivision known as “Spring Branch II Addition” as recorded in Denton County Plat Records as Document Number 2023-54, upon application therefore by the Town of Little Elm of all of the lots in said subdivision.

APPROVED by the Planning and Zoning Commission of the Town of Little Elm, this 18th day of July , 2024.

TOWN OFFICIAL

TOWN SECRETARY

لکڑی

Chairman

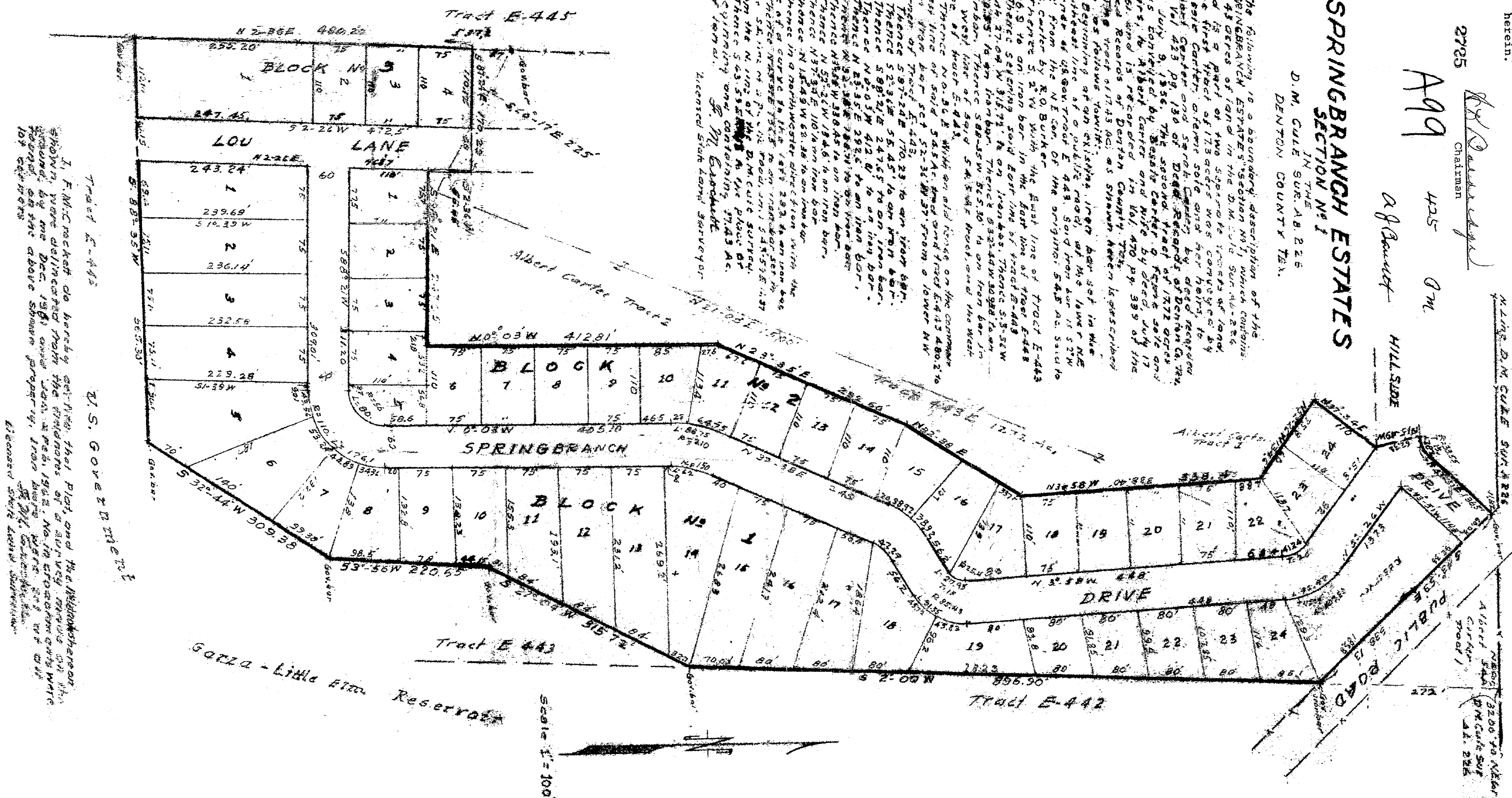
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Qm.

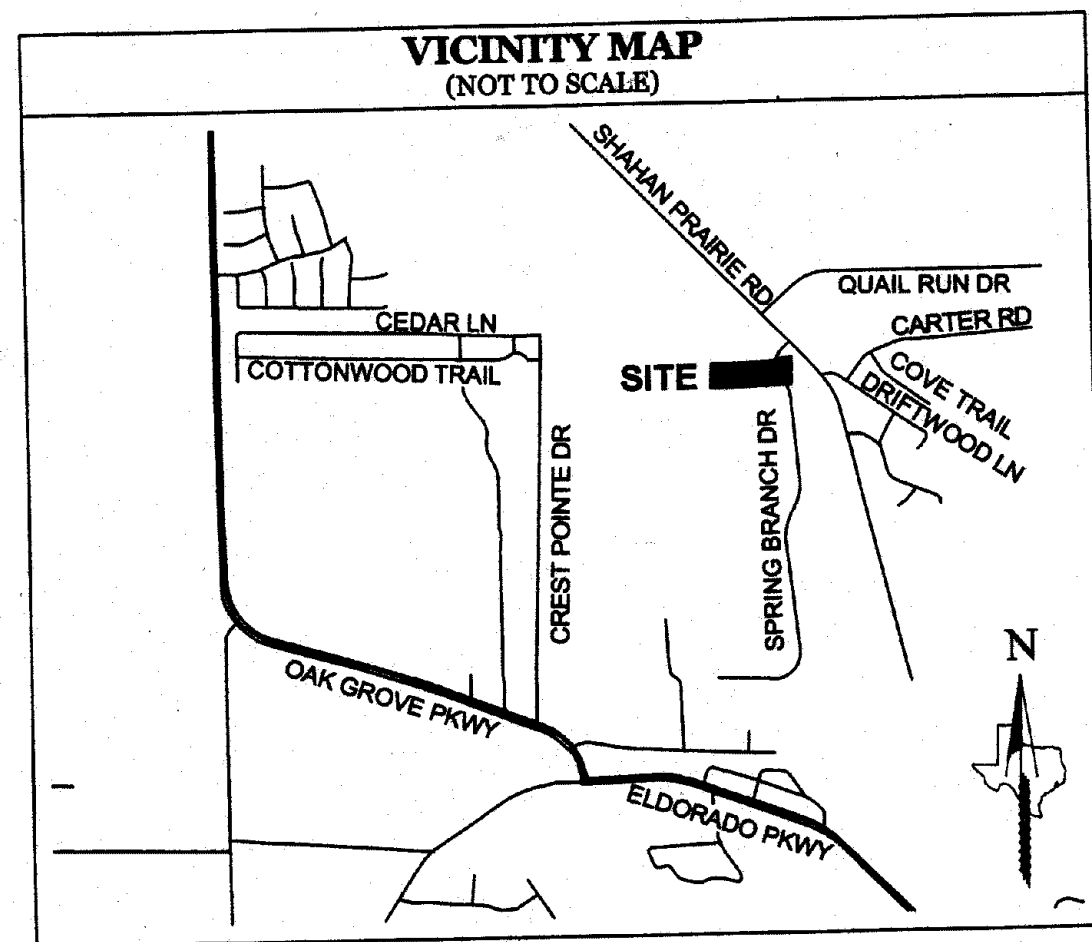
A. J. Bennett

HILL, STONE

SPRINGBRANCH ESTATES
SECTION N#1

D. M. CULE ^{IN THE} SUE. AB. 225
DENTON COUNTY TX.

[illegible]



CERTIFICATE OFF FINAL APPROVAL

APPROVED _____
Town Official
Town of Little Elm, Texas

_____ Date Feb 17 2023

The undersigned, the Town Secretary of the Town of Little Elm, Texas, hereby certifies that the foregoing Final Plat of the SPRING BRANCH II ADDITION Subdivision or Addition to the Town of Little Elm was submitted to the Planning and Zoning Commission on the 10th day of January, 2023, 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 14th day of February, 2023.

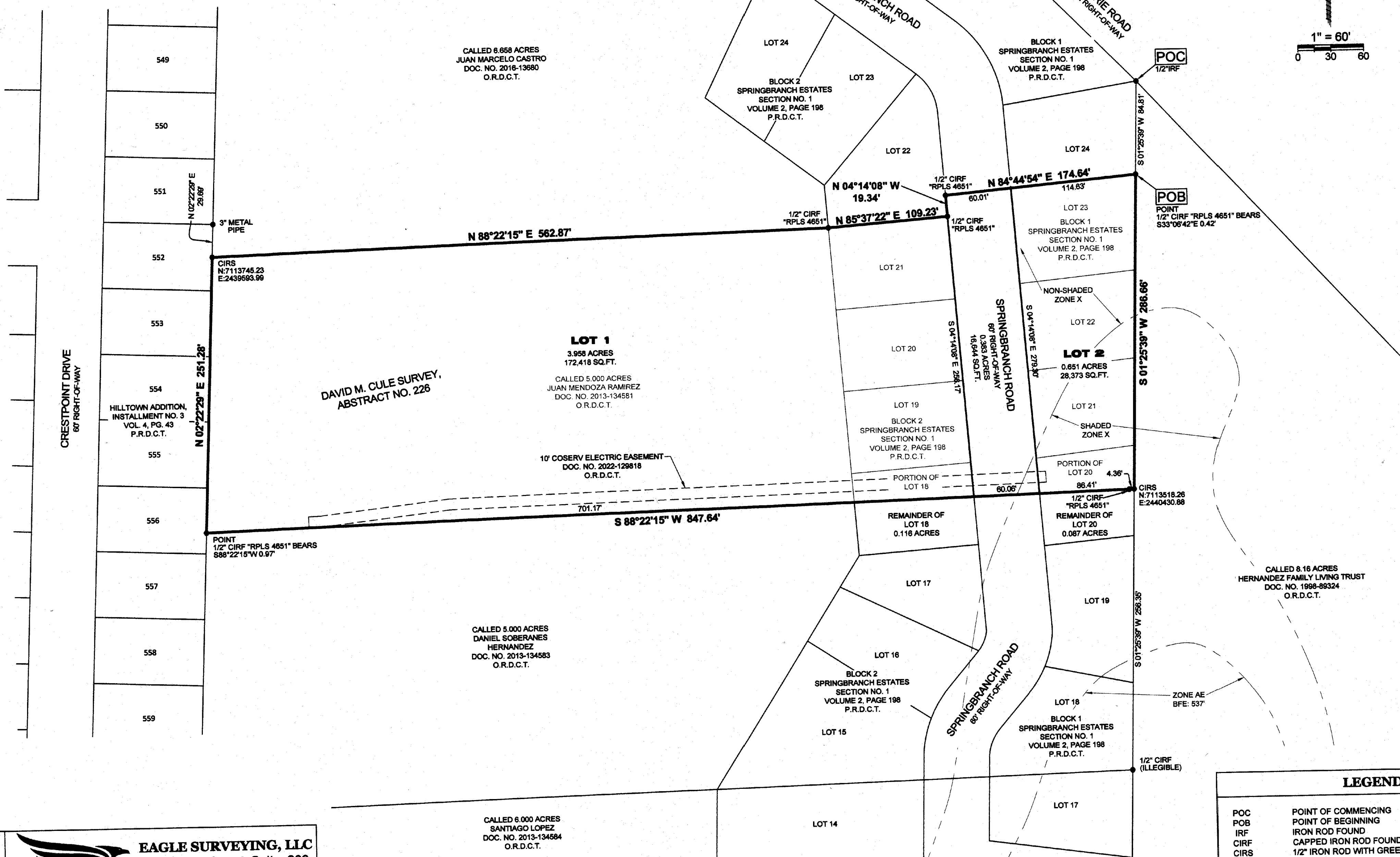
_____ Town Secretary
Town of Little Elm, Texas

SN2274A G01, S10

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

OWNER
Juan Mendoza Ramirez
4937 Stuart Road #232
Denton, TX 76207
(940) 597-0985
gm3545450@gmail.com

46942 - SPRING BRANCH ESTATES BLK 1 LOT 20(N PT)-23/ALL
46961 - SPRING BRANCH ESTATES BLK 2 LOT 18(N PT)-21/ALL
630643 - A0226A DM CULE, TR 33C, 3.6885AC/ALL



GENERAL NOTES

- The subject property lies within Shaded Zone X and Non-Shaded Zone X according to Community Panel No. 48121C0415G, dated April 18, 2011 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 several platted lots and an unplatted tract.
- 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 common areas will be owned and maintained by the HOA/POA.
- 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.

OWNER'S CERTIFICATE & DEDICATION

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS, JUAN MENDOZA RAMIREZ, is the owner of a 4.992 acre tract of land out of the DAVID M. CULE SURVEY, ABSTRACT NUMBER 226, situated in the Town of Little Elm, Denton County, Texas, being a portion of Lot 20, Lots 21-23, Block 1 and a portion of Lot 18, Lots 1-21, Block 2, SPRINGBRANCH ESTATES SECTION NO. 1, a subdivision of record in Volume 2, Page 198 of the Plat Records of Denton County, Texas, also being all of a called 5.000 acre tract of land conveyed to Juan Mendoza Ramirez by Warranty Deed with Vendor's Lien of record in Document Number 2013-134581 of the Official Records of Denton County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING, at a 1/2" iron rod found in the southwest right-of-way line of Shahan Prairie Road (right-of-way varies), being an east corner of a called 6.658 acre tract of land conveyed to Juan Marcelo Castro by Warranty Deed of record in Document Number 2016-13680 of said Official Records, also being the north corner of a called 8.16 acre tract of land conveyed to Hernandez Family Living Trust by deed of record in Document Number 1998-89324 of said Official Records;

THENCE, S01°25'39"W, along the east line of said 6.658 acre tract, being the common west line of said 8.16 acre tract, a distance of 84.81 feet to the POINT OF BEGINNING, being the southeast corner of said 6.658 acre tract, also being the northeast corner of said 4.99 acre tract, from which a 1/2" iron rod with yellow plastic cap stamped "RPLS 4651" found bears S33°06'42"E, a distance of 0.42 feet;

THENCE, S01°25'39"W, along the west line of said 8.16 acre tract, being the common east line of said 4.99 acre tract, a distance of 288.88 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the northeast corner of a called 5.000 acre tract of land conveyed to Daniel Soberanes Hernandez by Warranty Deed of record in Document Number 2013-134583 of said Official Records, being the southeast corner of said 4.99 acre tract, also being the southeast corner of said 5.000 acre tract, from which a 1/2" iron with red plastic cap (illegible) found bears S01°25'39"W, a distance of 256.35 feet;

THENCE, S88°22'15"W, along the north line of said 5.000 acre tract, being the common south line of said 4.99 acre tract, passing at a distance of 4.36 feet, a 1/2" iron rod with yellow plastic cap stamped "RPLS 4651" found and continuing a total distance of 847.64 feet to a point in the east line of Hilltown Installment No. 3, a subdivision of record in Volume 4, Page 58 of said Plat Records, being the northwest corner of said 5.000 acre tract, also being the southwest corner of said 4.99 acre tract, from which a 1/2" iron rod with yellow plastic cap stamped "RPLS 4651" found bears S88°22'15"W, a distance of 0.87 feet;

THENCE, N02°22'29"E, along the east line of said Hilltown Installment No. 3, being the common west line of said 4.99 acre tract, a distance of 251.28 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the southwest corner of said 6.658 acre tract, being the northwest corner of said 4.99 acre tract, from which a 3" metal pipe found bears N02°22'29"E, a distance of 29.89 feet;

THENCE, along the south line of said 6.658 acre tract, being the common north line of said 4.99 acre tract, the following four (4) courses and distances:

- N88°22'15"E, a distance of 562.87 feet to a 1/2" iron rod with yellow plastic cap stamped "RPLS 4651" found;
- N85°37'22"E, a distance of 109.23 feet to a 1/2" iron rod with yellow plastic cap stamped "RPLS 4651" found;
- N04°14'08"W, a distance of 19.34 feet to a 1/2" iron rod with yellow plastic cap stamped "RPLS 4651" found;
- N84°44'54"E, a distance of 174.64 feet to the POINT OF BEGINNING, containing an area of 4.992 acres or 217,435 square feet, more or less.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT, JUAN MENDOZA RAMIREZ, does hereby adopt this plat, designating herein described property as SPRING BRANCH II 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 may 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: JUAN MENDOZA RAMIREZ

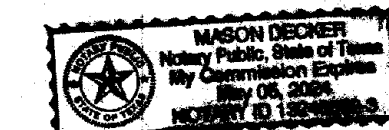
BY: Juan Mendoza 02-03-23
Authorized Agent Date

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared JUAN MENDOZA RAMIREZ 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 3rd day of FEBRUARY, 2023.

Notary Public in and for the State of Texas

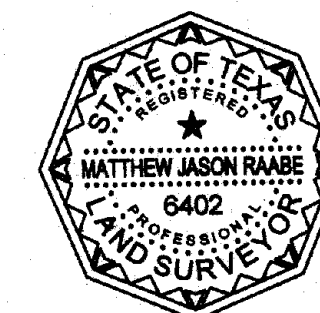


CERTIFICATE OF SURVEYOR

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.

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

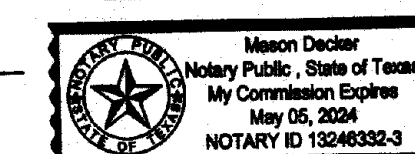


STATE OF TEXAS §
COUNTY OF DENTON §

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 25th day of January, 2023.

Notary Public in and for the State of Texas



**FINAL PLAT
SPRING BRANCH II
ADDITION
LOTS 1 & 2, BLOCK A**

BEING 4.992 ACRES OF LAND OUT OF THE
DAVID M. CULE SURVEY, ABSTRACT NO. 226
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

DATE OF PREPARATION: 9/30/2022 SCALE: 1" = 80'

RECORDED IN CABINET _____ SLIDE _____

LEGEND	
POC	POINT OF COMMENCING
POB	POINT OF BEGINNING
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
CIRS	1/2" IRON ROD WITH GREEN PLASTIC CAP STAMPED "EAGLE SURVEYING" SET
DOC. NO.	DOCUMENT NUMBER
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
O.R.D.C.T.	OFFICIAL RECORDS, DENTON COUNTY, TEXAS

Filed for Record
in the Official Records Of:
Denton County
On: 2/21/2023 3:21:15 PM
in the PLAT Records
SPRING BRANCH II ADDITION
Doc Number: 2023-54
Number of Pages: 1
Amount: 50.00
Order#: 20230221000733
By: NA

Project	2208.067
Date	01-25-2023
Drafter	EN

EAGLE SURVEYING
222 S. Elm Street, Suite: 200
Denton, TX 76201
(940) 222-3009
TX Firm #10194177



TOWN OF LITTLE ELM PLANNING & ZONING COMMISSION

07/18/2024

OVERVIEW

Project	Unified Development Code Presentation
P&Z Hearing	07/18/2024
Council Hearing	N/A
Size	N/A
Current Zoning	N/A
Proposed Use	N/A
Existing Use	N/A
Future Land Use Plan Designation	N/A
Applicant	N/A
Owner	N/A
Strategic Goal	

Agenda Item

Presentation and Discussion regarding the Unified Development Code process.

Location

N/A

Planning Analysis

In February 2024, the Town requested proposals for a professional consultant capable of updating the Town's Zoning Ordinance, including all development standards, exterior construction, landscaping, screening, fencing, parking, lighting, subdivision regulations, as well as the Sign Ordinance, and developing a Unified Development Code, with associated technical manuals. The Town is looking to develop a Unified Development Code in order to streamline and standardize the development process. The current versions of the zoning ordinance, landscape regulations, subdivision regulations, and sign code are outdated. Although they have been amended over the years, the Town has never engaged in a comprehensive evaluation or revision to these ordinances.

As Little Elm approaches build-out, the Town must now shift its focus not only toward the development of greenfield property but redevelopment of existing properties. The current ordinances focus on traditional suburban development patterns and do not adequately provide for infill or redevelopment opportunities of existing older properties. Also, these ordinances do not reflect the best practices or emerging trends in land use, urban design, or pedestrian-oriented development.

The Town desires an innovative and creative approach toward the completion of this task; applying interactive and user-friendly graphics and elements will be essential to facilitate ease of navigation. The resulting document will be user-friendly for Town staff, residents, and the development community. The content will be cutting-edge, concise, and clear. Most importantly, it will be made available to the public in a way that is accessible and easy to use, through different types of media.

In April 2024, Town Council awarded the RFP to Clarion Associates. This project was anticipated to follow the completion of the 2023 Comprehensive Plan Update/Small Area Planning project, however, given the amount of time necessary for such an undertaking, Staff and the consultant have already begun work.

At this time, the consultant would like to introduce themselves and the project to Town Council, and have a discussion on the next steps of this process.

Recommended Action

No formal action requested.
