

STATE OF TEXAS       §  
                                     §  
  
COUNTY OF DENTON   §

**DEVELOPMENT AGREEMENT  
FOR THE GROVE AT ELDORADO PD  
(PD-24-006221)**

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This Development Agreement for the Grove at Eldorado Planned Development (“**Agreement**”) is entered into between the following property owners (“**Developer**”), and the Town of Little Elm, Texas (“**Town**”), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068.

Prashanthi Kowkutla, whose address for the purposes of this Agreement is 8725 Havant Lane, Plano, TX 7502.

Suma Pavuluri, whose address for the purposes of this Agreement is, 6271 Ryeworth Drive, Frisco, TX 75035.

Sreenivasa Kaparathi, whose address for the purposes of this Agreement is 3712 Nash Lane, Plano, TX 75025.

Naveen Kale, whose address for the purposes of this Agreement is 685 Grand Reserve Drive, Suwanee, GA 30024.

Developer and the Town are sometimes referred herein together as the “**Parties**” and individually as a “**Party**.”

**Recitals:**

1. Developer is the owner of 2.159 acres generally located southwest of the intersection of East Eldorado Parkway and Castle Ridge Drive, in the Town of Little Elm, Texas (the “**Property**”), which Property is more particularly described in **Exhibit A** attached hereto.

2. In furtherance of the development of the Property, the Parties have negotiated certain matters regarding the Property as set forth in this Agreement.

3. The Parties seek to memorialize these negotiated matters and to include them in this contractually-binding Agreement.

**NOW, THEREFORE**, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties do hereby agree as follows:

**Section 1.     Incorporation of Premises.** The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

**Section 2.     Term.** This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so (“**Effective Date**”). This Agreement shall remain in

full force and effect from the Effective Date until terminated by the mutual agreement of all of the Parties in writing, or until all obligations in the Agreement have been fulfilled (“**Term**”).

**Section 3.     Agreements.** The Parties agree as follows:

- A.     The negotiated and agreed upon zoning and development standards contained in the Grove at Eldorado PD Ordinance No. 1796, which incorporate by reference the general zoning regulations of the Town’s Zoning Ordinance, are hereby adopted and incorporated into this Agreement as contractually-binding obligations of the Developer.
- B.     All development plans, associated rendering, exhibits, and documents attached to this agreement as **Exhibit B**.

**Section 4.     Miscellaneous.**

A.     **Applicability of Town Ordinances.** When the Property is developed, Developer shall construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.

B.     **Default/Mediation.** No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

C.     **Venue.** This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Denton County, Texas.

D.     **Relationship of Parties.** It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.

**E. Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

**F. Cumulative Rights and Remedies.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

**G. Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

**H. Surviving Rights.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.

**I. Applicable Laws.** This Agreement is made subject to the existing provisions of the Charter of the Town of Little Elm, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.

**J. Authority to Execute.** The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

**K. Amendments.** This Agreement may be only amended or altered by written instrument signed by the Parties.

**L. Headings.** The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.

**M. Entire Agreement.** This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other

collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

**N. Filing in Deed Records.** This Agreement shall be recorded in the real property records of Denton County, Texas. This Agreement and all of its terms, conditions, and provisions is and shall constitute a restriction and condition upon the development of the Property and all portions thereof and a covenant running with the Property and all portions thereof, and is and shall be binding upon Developer and all of Developer's heirs, successors, and assigns and the future owners of the Property and any portion thereof; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any final platted residential lot upon which a completed home has been constructed.

**O. Notification of Sale or Transfer; Assignment of Agreement.** Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "**Assignee**") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement with respect to the portion of the Property transferred to Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor owner, and if the Developer or any Assignee is in default under this Agreement, such default shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting Developer or Assignee. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor developer, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

**P. Sovereign Immunity.** The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

**Q. Exactions/Infrastructure Costs.** Developer has been represented by legal counsel, or has had an opportunity to do so, in the negotiation of this Agreement, and been advised, or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed

pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Agreement are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

**R. Waiver of Texas Government Code § 3000.001 et seq.** With respect to the improvements constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005.

**S. Rough Proportionality.** Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement. Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed by this Agreement.

**T. Form 1295 Certificate.** The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

**U. Undocumented Workers Provision.** The Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120<sup>th</sup> day after the date the Town notifies Developer of the violation.

**V. Non-Boycott of Israel Provision.** In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas

Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless Developer is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.

**W. Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

**X. Report Agreement to Comptroller's Office.** Town covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87<sup>th</sup> Tex. Reg. Session (2021) (effective September 1, 2021). [For Chapter 380 Agreements]

**Y. Verification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87<sup>th</sup> Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

**Z. Verification Against Discrimination Developer Does Not Boycott Energy Companies.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87<sup>th</sup> Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

**EXECUTED** by the Parties on the dates set forth below, to be effective as of the date first written above.

**DEVELOPER:**

Prashanthi Kowkutla

By: \_\_\_\_\_  
Prashanthi Kowkutla

Date: \_\_\_\_\_

Suma Pavuluri

By: \_\_\_\_\_  
Suma Pavuluri

Date: \_\_\_\_\_

Sreenivasa Kaparathi

By: \_\_\_\_\_  
Sreenivasa Kaparathi

Date: \_\_\_\_\_

Naveen Kale

By: \_\_\_\_\_  
Naveen Kale

Date: \_\_\_\_\_

**TOWN OF LITTLE ELM, TEXAS**

By: \_\_\_\_\_  
Matt Mueller  
Town Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Caitlan Biggs  
Town Secretary

**DEVELOPER:**

Prashanthi Kowkutla

By: Prashanthi  
Prashanthi Kowkutla

Date: 01/13/25

Suma Pavuluri

By: SP  
Suma Pavuluri

Date: 01/13/2025

Sreenivasa Kaparthi

By: \_\_\_\_\_  
Sreenivasa Kaparthi

Date: \_\_\_\_\_

Naveen Kale

By: \_\_\_\_\_  
Naveen Kale

Date: \_\_\_\_\_

**TOWN OF LITTLE ELM, TEXAS**

By: \_\_\_\_\_  
Matt Mueller  
Town Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Caitlan Biggs  
Town Secretary

**DEVELOPER:**

Prashanthi Kowkutla

By: \_\_\_\_\_  
Prashanthi Kowkutla

Date: \_\_\_\_\_

Suma Pavuluri

By: \_\_\_\_\_  
Suma Pavuluri

Date: \_\_\_\_\_

Sreenivasa Kaparthi

By:  \_\_\_\_\_  
Sreenivasa Kaparthi

Date: 01/13/2025

Naveen Kale

By: \_\_\_\_\_  
Naveen Kale

Date: \_\_\_\_\_

**TOWN OF LITTLE ELM, TEXAS**

By: \_\_\_\_\_  
Matt Mueller  
Town Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Caitlan Biggs  
Town Secretary

**DEVELOPER:**

Prashanthi Kowkutla

By: \_\_\_\_\_  
Prashanthi Kowkutla

Date: \_\_\_\_\_

Suma Pavuluri

By: \_\_\_\_\_  
Suma Pavuluri

Date: \_\_\_\_\_

Sreenivasa Kaparthi

By: \_\_\_\_\_  
Sreenivasa Kaparthi

Date: \_\_\_\_\_

Naveen Kale

By: *R. Naveen Kale*  
Naveen Kale

Date: 01/14/2025

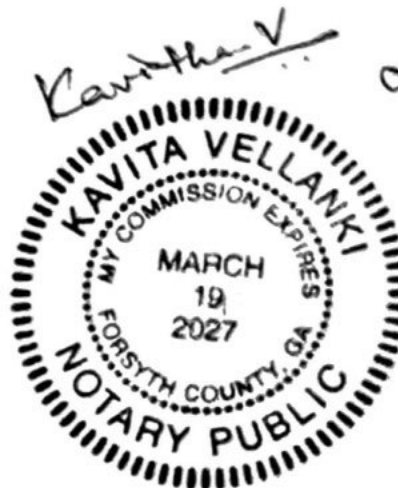
**TOWN OF LITTLE ELM, TEXAS**

By: \_\_\_\_\_  
Matt Mueller  
Town Manager

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Caitlan Biggs  
Town Secretary



**STATE OF TEXAS       §**  
**§**  
**COUNTY OF DENTON   §**

Before me, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By: \_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

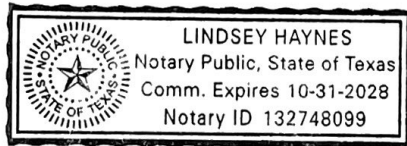
By: Prashanthi Kowkutla  
Prashanthi Kowkutla

Date: 01 / 13, 2025

STATE OF TEXAS §  
COUNTY OF Collin §

Before me, the undersigned authority, on this 13<sup>th</sup> day of January, 2025, personally appeared Prashanthi Kowkutla known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of the Developer.

[Seal]



By: [Signature]  
Notary Public, State of Texas  
My Commission Expires: 10/31/28

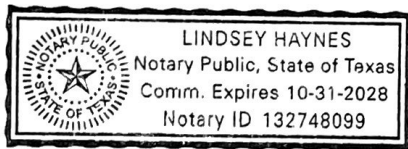
By:   
Suma Pavuluri

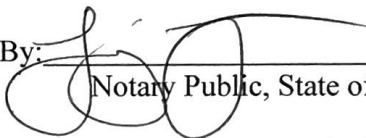
Date: 01/13/, 2025

STATE OF TEXAS                   §  
   §  
COUNTY OF Collin           §

Before me, the undersigned authority, on this 13<sup>th</sup> day of January, 2025, personally appeared Suma Pavuluri, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of the Developer.

[Seal]



By:   
Notary Public, State of Texas  
My Commission Expires: 10/31/23

By:

Sreenivasa Kaparthi

Date:

01/13 /, 2025

STATE OF TEXAS

COUNTY OF COLLIN

§  
§  
§

Before me, the undersigned authority, on this 13<sup>th</sup> day of JAN, 2025, personally appeared Sreenivasa Kaparthi, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of The Developer.

[Seal]



By:

Notary Public, State of Texas

My Commission Expires:

4/22/2027

By: R. Naveen Kale  
Naveen Kale

Date: 01/14, 2025

GEORGIA  
STATE OF ~~TEXAS~~ §  
COUNTY OF FORSYTH §

Before me, the undersigned authority, on this 14<sup>th</sup> day of JANUARY, 2025, personally appeared Naveen Kale, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of The Developer.

[Seal]

By: \_\_\_\_\_  
Notary Public, State of ~~Texas~~ GEORGIA

My Commission Expires: \_\_\_\_\_



**EXHIBIT A**

PROPERTY DESCRIPTION:

## LAND DESCRIPTION

**BEING** a 2.159 acre tract of land situated in the L.H. McNeil Survey, Abstract Number 845, Town of Little Elm, Denton County, Texas, and being all of Lot 2A, Block 1, of Replat of B & G Addition, an Addition to the Town of Little Elm, Denton County, Texas, according to the Plat thereof recorded in Cabinet Y, Page 756, Plat Records of Denton County, Texas (P.R.D.C.T.), and being all of a tract of land described to Prashanthi Kowkutla, et al, by the Deed recorded in Document Number 2022-111107, Official Public Records of Denton County, Texas (O.P.R.D.C.T.), and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2 inch iron rod found for a southeasterly corner of said Lot 2A, and same being the most southwesterly corner of Lot 2B, Block 1, of said Replat of B & G Addition, also being a point on a northwesterly boundary line of a tract of land called "Tract H-716" and described to Corps of Engineers, by the Deed recorded in Volume 393, Page 279, Deed Records of Denton County, Texas (D.R.D.C.T.);

**THENCE** South 60 degrees 51 minutes 10 seconds West along a northwesterly boundary line of said "Tract H-716", for a distance of 344.11 feet to a concrete monument found for the most southerly boundary line of said Lot 2A;

**THENCE** North 54 degrees 00 minutes 17 seconds West along a northeasterly boundary line of said "Tract H-716" for a distance of 289.46 feet to a concrete monument found for the most westerly corner of said Lot 2A;

**THENCE** North 41 degrees 37 minutes 12 seconds East along a southeasterly boundary line of said "Tract H-716", for a distance of 4.62 feet to a 5/8 inch iron rod found with a cap stamped "4224" for a northwesterly corner of said Lot 2A, and same being the southwesterly corner of Lot 1, Block 1, of B & G Addition, an Addition to the Town of Little Elm, Denton County, Texas, according to the Plat thereof recorded in Cabinet X, Page 627, P.R.D.C.T.;

**THENCE** along a southeasterly boundary line of said "Tract H-716", along the southerly and easterly boundary lines of said Lot 1, the following courses and distances:

South 88 degrees 22 minutes 48 seconds East for a distance of 307.30 feet to a point for corner from which a 1/2 iron rod found bears South 83 degrees 28 minutes 43 seconds West for a distance of 2.27 feet;

North 00 degrees 02 minutes 35 seconds East for a distance of 221.15 feet to an "X" cut set for a northwesterly corner of said Lot 2A, and same being the northeasterly corner of said Lot 1, also being a point on the southerly right-of-way line of Farm to Market Highway No. 720 (variable width right-of-way);

**THENCE** South 89 degrees 57 minutes 27 seconds East along the southerly right-of-way line of said Farm to Market Highway No. 720, for a distance of 224.48 feet to a 5/8 inch iron rod set with a cap stamped "TRAVERSE LS PROP COR" for the most northeasterly corner of said Lot 2A, and same being the northwesterly corner of said Lot 2B;

**THENCE** South 00 degrees 02 minutes 35 seconds West along the westerly boundary line of said Lot 2B, for a distance of 218.27 feet to the **POINT OF BEGINNING** containing 2.159 acres (94,045 square feet) of land, more or less.

**EXHIBIT B**  
PD ORDINANCE NO. 1796

**TOWN OF LITTLE ELM  
ORDINANCE NO. 1796**

**AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY ESTABLISHING A NEW PLANNED DEVELOPMENT – LIGHT COMMERCIAL (PD-LC) DISTRICT BASED ON LIGHT COMMERCIAL STANDARDS, WITH MODIFIED DEVELOPMENT STANDARDS, TO ALLOW A NEW COMMERCIAL DEVELOPMENT ON A 2.159-ACRE PROPERTY LOCATED SOUTHWEST OF THE INTERSECTION OF EAST ELDORADO PARKWAY AND CASTLE RIDGE DRIVE, WITHIN LITTLE ELM'S TOWN LIMITS; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, a request to establish a Planned Development-Light Commercial (PD-LC) District based on Light Commercial district with modified development standards, on approximately 2.159 acres of land, more specifically described in the exhibits, attached hereto; and

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

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

**WHEREAS**, at its regular meeting held on December 19, 2024 the Planning & Zoning Commission considered and made recommendations on Case No. PD- 24-006221; and

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

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

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

**SECTION 2. ZONING AMENDMENT.** That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by establishing a new Planned Development-Light Commercial (PD-LC) based on Light Commercial (LC) district requirements with modified development standards, on property located southwest of the intersection of East Eldorado Parkway and Castle Ridge Drive within Little Elm's town limits, on approximately 2.159 acres of land more particularly described in **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

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

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

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

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

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

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

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

**SECTION 7. SEVERABILITY.** The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have

adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

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

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

**PASSED AND APPROVED** by the Town Council of the Town of Little Elm, Texas on the 21<sup>st</sup> day of January, 2025.

Town of Little Elm, Texas

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Curtis Cornelious, Mayor

ATTEST:

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Caitlan Biggs, Town Secretary

**Exhibit A**  
Property Description

## LAND DESCRIPTION

**BEING** a 2.159 acre tract of land situated in the L.H. McNeil Survey, Abstract Number 845, Town of Little Elm, Denton County, Texas, and being all of Lot 2A, Block 1, of Replat of B & G Addition, an Addition to the Town of Little Elm, Denton County, Texas, according to the Plat thereof recorded in Cabinet Y, Page 756, Plat Records of Denton County, Texas (P.R.D.C.T.), and being all of a tract of land described to Prashanthi Kowkutla, et al, by the Deed recorded in Document Number 2022-111107, Official Public Records of Denton County, Texas (O.P.R.D.C.T.), and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2 inch iron rod found for a southeasterly corner of said Lot 2A, and same being the most southwesterly corner of Lot 2B, Block 1, of said Replat of B & G Addition, also being a point on a northwesterly boundary line of a tract of land called "Tract H-716" and described to Corps of Engineers, by the Deed recorded in Volume 393, Page 279, Deed Records of Denton County, Texas (D.R.D.C.T.);

**THENCE** South 60 degrees 51 minutes 10 seconds West along a northwesterly boundary line of said "Tract H-716", for a distance of 344.11 feet to a concrete monument found for the most southerly boundary line of said Lot 2A;

**THENCE** North 54 degrees 00 minutes 17 seconds West along a northeasterly boundary line of said "Tract H-716" for a distance of 289.46 feet to a concrete monument found for the most westerly corner of said Lot 2A;

**THENCE** North 41 degrees 37 minutes 12 seconds East along a southeasterly boundary line of said "Tract H-716", for a distance of 4.62 feet to a 5/8 inch iron rod found with a cap stamped "4224" for a northwesterly corner of said Lot 2A, and same being the southwesterly corner of Lot 1, Block 1, of B & G Addition, an Addition to the Town of Little Elm, Denton County, Texas, according to the Plat thereof recorded in Cabinet X, Page 627, P.R.D.C.T.;

**THENCE** along a southeasterly boundary line of said "Tract H-716", along the southerly and easterly boundary lines of said Lot 1, the following courses and distances:

South 88 degrees 22 minutes 48 seconds East for a distance of 307.30 feet to a point for corner from which a 1/2 iron rod found bears South 83 degrees 28 minutes 43 seconds West for a distance of 2.27 feet;

North 00 degrees 02 minutes 35 seconds East for a distance of 221.15 feet to an "X" cut set for a northwesterly corner of said Lot 2A, and same being the northeasterly corner of said Lot 1, also being a point on the southerly right-of-way line of Farm to Market Highway No. 720 (variable width right-of-way);

**THENCE** South 89 degrees 57 minutes 27 seconds East along the southerly right-of-way line of said Farm to Market Highway No. 720, for a distance of 224.48 feet to a 5/8 inch iron rod set with a cap stamped "TRAVERSE LS PROP COR" for the most northeasterly corner of said Lot 2A, and same being the northwesterly corner of said Lot 2B;

**THENCE** South 00 degrees 02 minutes 35 seconds West along the westerly boundary line of said Lot 2B, for a distance of 218.27 feet to the **POINT OF BEGINNING** containing 2.159 acres (94,045 square feet) of land, more or less.

**Exhibit B**  
PD Exhibits

## **PLANNED DEVELOPMENT STANDARDS**

This zoning submittal encompasses approximately 2.159 acres of land within the Town of Little Elm, more fully described on the legal description attached as Exhibit A (the “Property”). The planned development (“PD”) will allow the city to consider the required parking ratio as 1:200 considering we have multitenant use with over 15,000 SF of building area. Also, we would like to request a waiver for the awning to overhang into the setback and to allow parking size as 9’X20’ along front & rear of building 1 & along the east of building 2 to meet required landscaping islands and Request a variance regarding the fire lane dimension,

This PD will provide the zoning regulations as depicted in Exhibit B. The final layout for Lot B must generally conform with Exhibit C.

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

As used herein, “Director” means the Director of Development Services

### **PROJECT LOCATION**

The proposed PD is located at 1180 E Eldorado pkwy, Little Elm, TX (Exhibit A).

### **CONCEPT PLAN REQUIRED**

The Concept Plan attached hereto as Exhibit C, and incorporated herein by reference, demonstrates potential locations and relationships of the uses permitted under this PD. An amendment to a concept plan approved as a part of the ordinance establishing the planned development district is a change in zoning district classification and must follow the same procedures set forth in Section 106.04.03, except the Director may approve minor revisions which do not alter the basic relationship of the proposed development and align with the overall intent of this PD.

## **EXHIBIT B:**

### **DEVELOPMENT STANDARDS**

Except as otherwise set forth in these development standards, the development of this area shall follow the regulation of the Town Little Elm's Code of Ordinances in general, and more specifically Chapter 106 - Zoning Ordinance, Chapter 107 - Subdivision Ordinance, and Chapter 86 – Sign Ordinance, as they exist, or may be amended, at the time of development.

#### **GENERAL CONDITIONS FOR PD:**

##### **1. BASE ZONING DISTRICT**

The permitted uses and standards will be in accordance with the Light Commercial District (LC) zoning and the district as defined in the Zoning Ordinance, unless otherwise specified in the PD regulations.

##### **2. USE REGULATIONS**

All permitted uses in the Light Commercial (LC) district shall be allowed with the same provisions and restrictions.

##### **3. LOT REGULATIONS**

Front yard setbacks, side yard setbacks, rear yard setbacks, building height, maximum floor area, lot width, lot area, and lot coverage shall be in accordance with the Zoning Ordinance, reference Sec. 106.03.03 - Zoning districts—non-residential/commercial/industrial, (e) LC Light Commercial District. unless otherwise specified here in.

- **Building 1** may have awning to overhang into the setback.

##### **4. ARCHITECTURAL STANDARDS**

Architectural and building design standards shall be in accordance with the Zoning Ordinance, Division 1. - Exterior Construction and Architectural Design Standards reference commercial structures.

## 5. LANDSCAPING STANDARDS

All provisions within Article VI. Division 4. Landscaping and Tree Preservation shall be met, as it exists or may be amended in accordance with the standards in effect at the time of development, or requested change, unless otherwise shown on the Landscape Plans attached hereto, or specified below:

Dumpster Requirements.

- Dumpsters. **Lot 2A, Block 1** may share a double dumpster located as shown on the Site Plan.

## 6. PARKING STANDARDS

All provisions within Article VI. Division 4. Parking, Stacking, and Loading Standards shall be met except as specified below:

Parking Ratio Requirements.

- **Lot 2A, Block 1**, shall provide 1 parking space per 200 square feet of floor area for all uses.

Parking Size

- **Lot 2A, Block 1** shall provide parking size as 9'X20' along front and rear of building 1 & east of building 2 to meet required landscape island.

## 7. SIGN STANDARDS

All provisions within Chapter 86 – Sign Ordinance shall be met.

## 8. FIRE

All provisions per 2018 IFC guidelines met except as specified below.

- **Lot 2A, Block 1** shall have 26-foot fire lane on one side and rest of them as 24 feet.

**Deviation from code:**

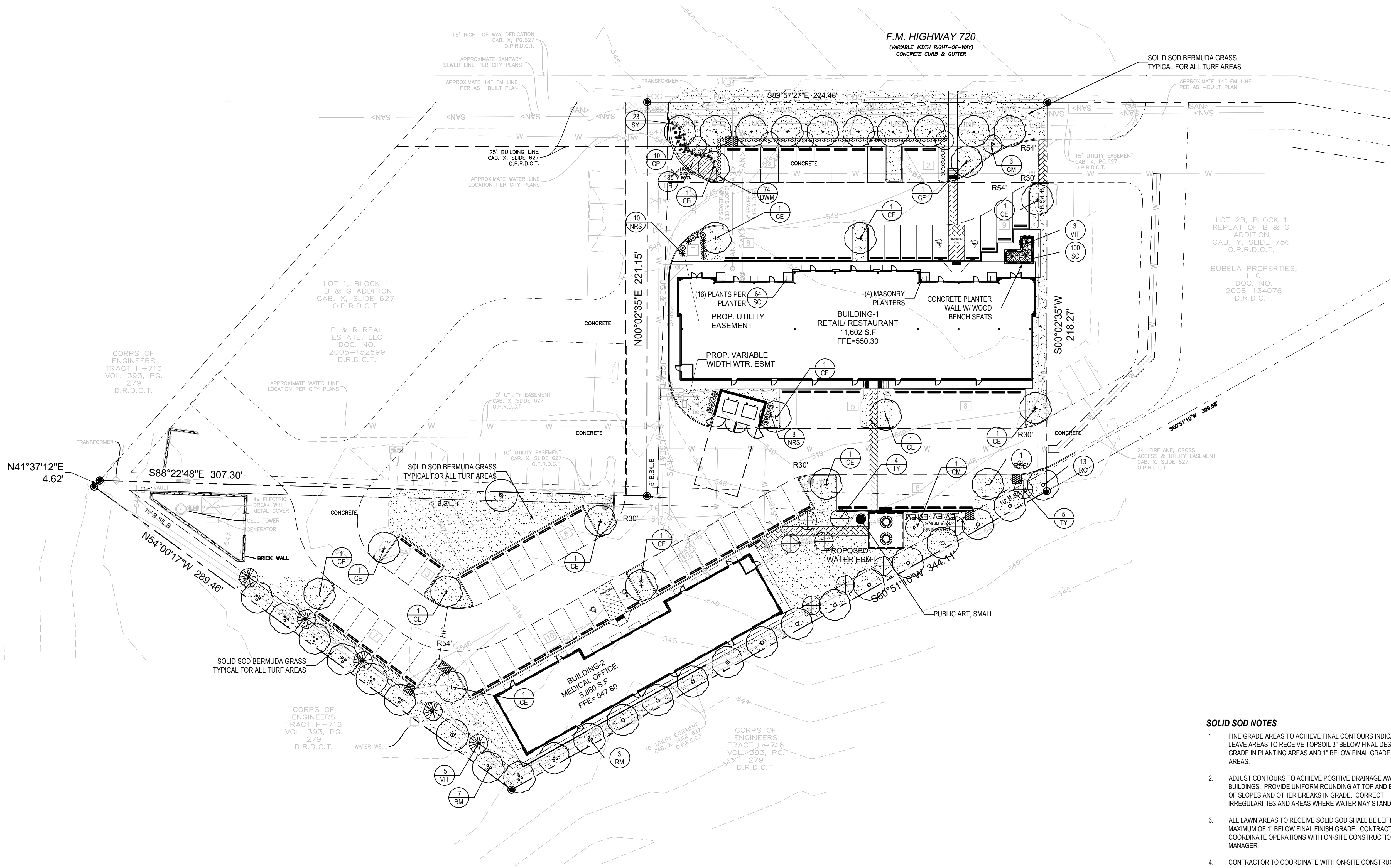
- 1) Request to consider required parking ratio as 1:200 considering we have multitenant use with over 15,000 SF of building area.
- 2) Request to allow parking size as 9'X20' along front & rear of building 1 & along the east of building 2, to meet required landscaping islands.
- 3) Request a waiver for the awning to overhang into the setback.
- 4) Request a variance regarding the fire lane dimension,

**Variance request**

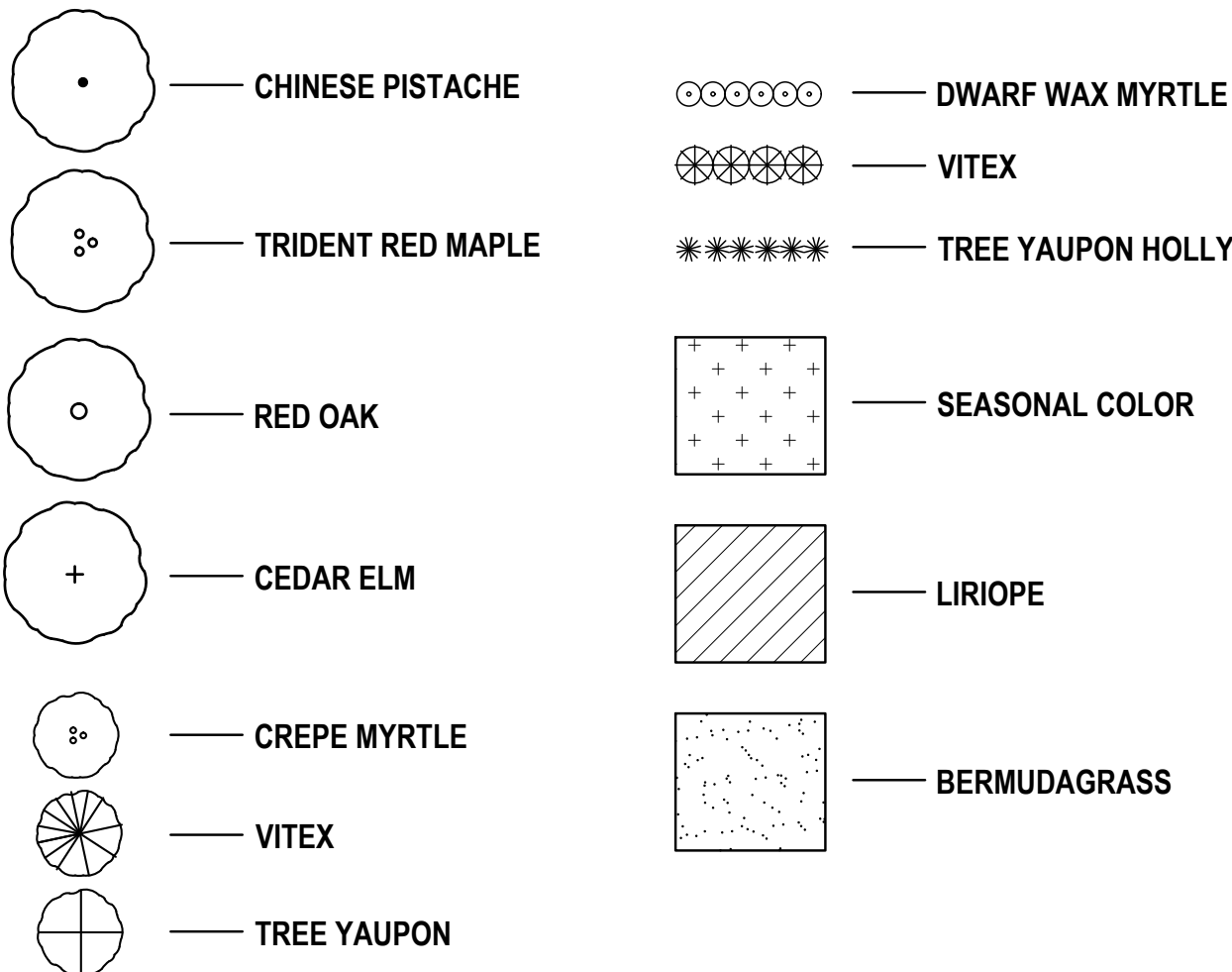
<b>Ordinance</b>	<b>section</b>	<b>category</b>	<b>required</b>	<b>requested</b>	<b>Reason for request</b>
Chapter 106 Article VI Site dev standards Div 4. parking, stacking & loading standards	Section 106.06.415 (c) off street parking	Parking requirements per land use	1 :100	Request to consider 1:200 considering we have multitenant use with over 15,000 SF	Due to site constraint.
Chapter 106 Article VI Site dev standards Div 4. parking, stacking & loading standards	Section 106.06.41 (c) parking Design (1) dimension	Parking dimension	10'X20'	Request to allow 9'X20'	In order to meet the required landscape islands.
Chapter 106 Article III Zoning Districts- Nonresidential/ Commercial/industrial	Section 106.03.03 (e) Note 2	Side yard setback.	There shall be a side yard of not less than 5'.	Request to have a small portion of awning to overhang into the setback	To ensure adequate width is provided on the west side of building 1, has to shift it to east which resulted in awning to overhang into the setback.
Chapter 106.06.44 Article VI (b)(2) & 2018 IFC guide	Page 8 of IFC FM guide.	Fire lane dimension	26' fire lane when structure is greater than 2 stories in height/ when structure is greater than 30'.	Request a variance regarding the dimension, we propose 24-foot fire lane around with a 26-foot fire lane on one side to ensure adequate access.	Due to site constraint.

**Exhibit C**  
Development Plans





PLANT SYMBOLS:



PLANT MATERIAL SCHEDULE

TREES					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
CP	10	Chinese Pistache	<i>Pistachia chinensis</i>	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
RM	10	Trident Red Maple	<i>Acer rubrum 'Trident'</i>	4" cal.	B&B, 12' ht., 4" spread, 5' clear straight trunk
RO	13	Red Oak	<i>Quercus shumardii</i>	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
CE	16	Cedar Elm	<i>Ulmus crassifolia</i>	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
CM	7	Crepe Myrtle	<i>Lagerstroemia indica</i>	3" cal.	container, 10' ht., 5' spread, 3 trunks
VIT	8	Vitex	<i>Vitex angust-castus</i>	3" cal.	container grown, 10' ht., 4" spread, 3 trunks
TY	9	Yaupon Holly- Tree form	<i>Ilex vomitoria</i>	3" cal.	B&B, container grown, 10' ht.
SHRUBS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
DWM	74	Dwarf Wax Myrtle	<i>Myrica Pusilla</i>	7 gal.	container, 36" ht, 24" spread
NRS	18	Nellie R. Stevens	<i>Ilex x 'Nellie R. Stevens</i>	7 gal.	container, 36" ht., 24" spread
SY	23	Soft Leaf Yucca	<i>Yucca recurvifolia</i>	5 gal.	container, 24" ht., 20" spread
GROUNDCOVERS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
SC	164	Seasonal Color	<i>Liriope muscari</i>	4" pots	selection by owner, 10" o.c.
LIR	180	Liriope	<i>Cynodon dactylon '419'</i>	4" pots	container full, well rooted
		'419' Bermudagrass			solid sod refer to notes

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

LANDSCAPE NOTES

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

GENERAL LAWN NOTES

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

LANDSCAPE TABULATIONS

SITE TREE REQUIREMENTS  
Requirements: 10% of gross vehicular area to be landscaped.  
(1) tree per 400 s.f. of required landscaped area.  
Total Area: (94,046 s.f.)  
Vehicular Area: (39,272 s.f.)

Required 3,928 s.f. (10%)	Provided 23,099 s.f. (59%)
Required (11) trees	Provided (11) trees

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

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

Public R.O.W. Frontage- (225 l.f.) 1 large tree per 20 l.f. of street frontage

Required 11 trees	Provided 11 proposed trees- 4" cal.
----------------------	--

Landscape buffers between properties- 537 l.f.  
1 large tree per 25 l.f. and 3 ornamental per 5 large trees required in perimeter buffer areas.

Required: (22) trees (13) ornamental trees	Provided: (23) trees + (3) existing trees to remain (17) ornamental trees
--	---

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

LANDSCAPE DESIGN OPTIONS  
25 POINTS REQUIRED

Enhanced Hardscape (crosswalks are concrete pavers and entranceway) - 5 points  
Enhanced Landscaping (entry way of development)- 5 points  
Enhanced site canopy - 5 points  
Masonry Planters w Irrigation (4 min.) - 5 points  
Public Art, Small - 5 points

Total points = 25.00

FOUNDATION PLANTING

In place of foundation planting the following is proposed  
Covered Seating Area w/  
2 tables  
1 metal trash receptacles

SOLID SOD NOTES

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

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



MEDICAL OFFICE/RETAIL

FM HIGHWAY 720  
LITTLE ELM, TEXAS

ISSUE:

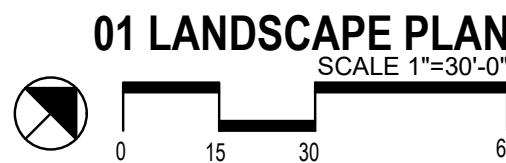
FOR APPROVAL 10.18.2024  
CITY COMMENTS 11.15.2024  
CITY COMMENTS 12.09.2024

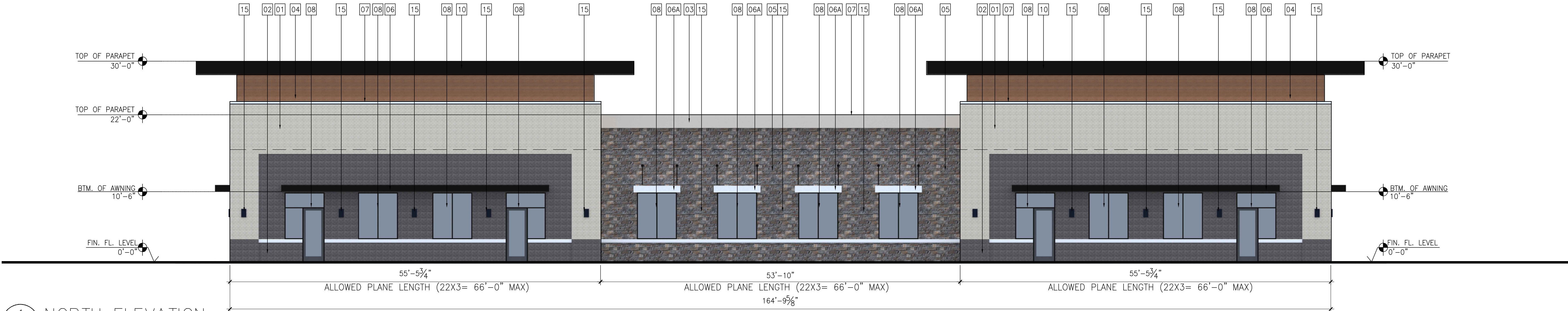
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12.09.2024

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LANDSCAPE PLAN

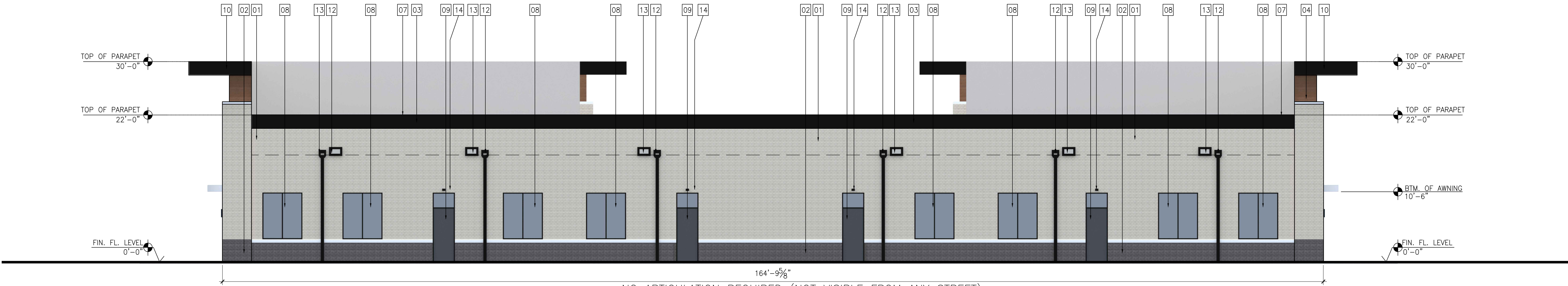
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L.2



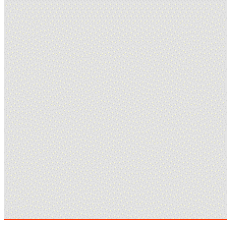





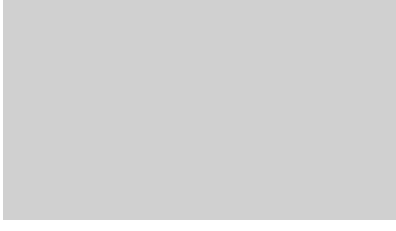


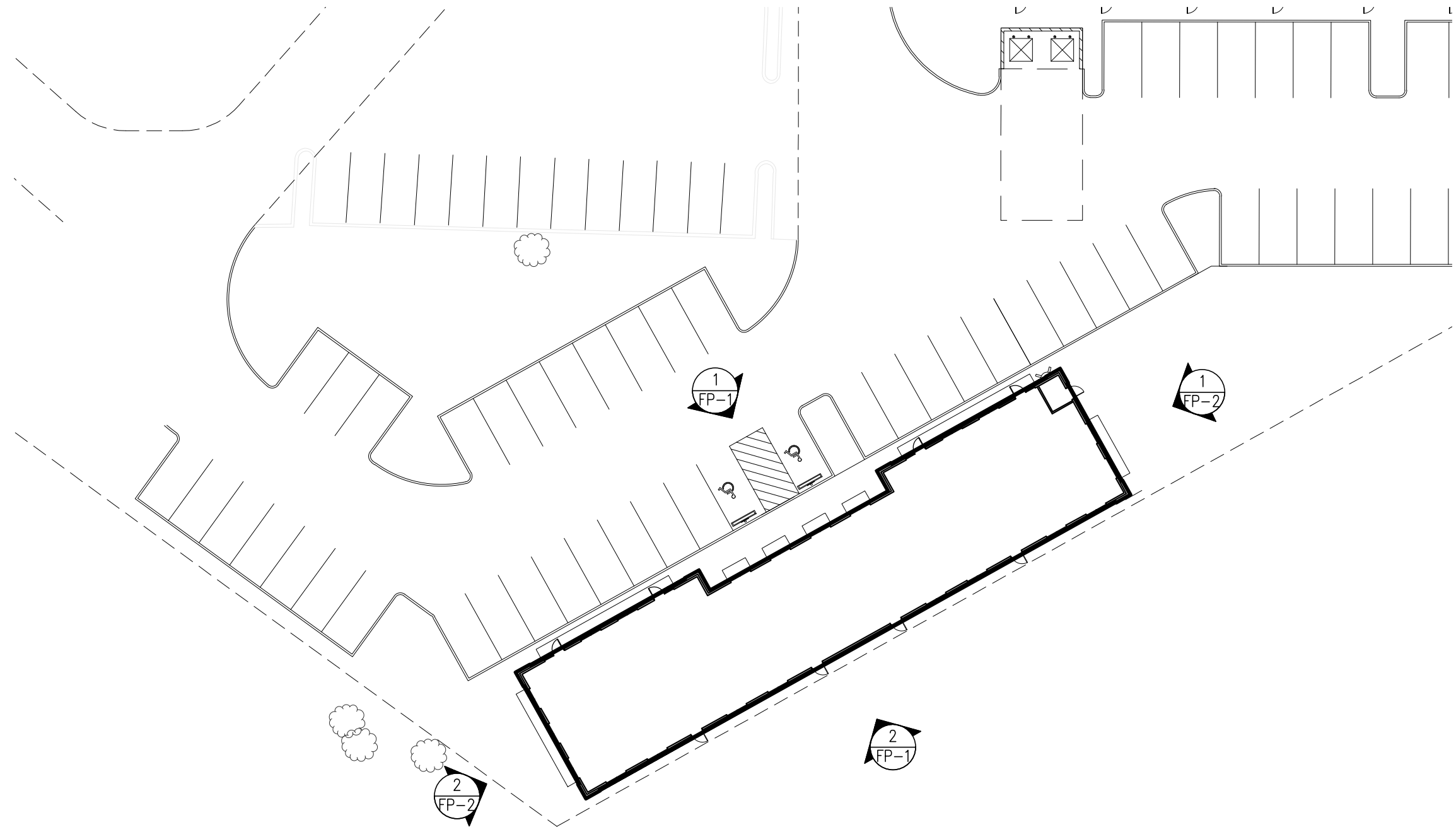
1 NORTH ELEVATION  
SCALE: 1/8"=1'-0"



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

	NORTH	SOUTH	EAST	WEST
TOTAL FACADE AREA	4536 SF	3707 SF	1158 SF	1158 SF
DOOR AREA	104 SF	140 SF	35 SF	0 SF
GLAZING & WINDOWS AREA	442 SF	336 SF	126 SF	126 SF
NET WALL CONSTRUCTION	3990 SF	3231 SF	997 SF	1032 SF
GROUP A	3188 SF (80%)	2854 SF (88%)	755 SF (76%)	790 SF (76%)
BRICK AREA	2280 SF (57%)	2854 SF (88%)	440 SF (44%)	440 SF (43%)
STONE AREA	908 SF (23%)	-	315 SF (32%)	350 SF (33%)
GROUP B	536 SF (13%)	339 SF (10%)	145 SF (14%)	145 SF (14%)
STUCCO AREA	108 SF (2%)	312 SF (09%)	-	-
NICHIHA ACCENT WOOD PANEL	428 SF (11%)	27 SF (01%)	145 SF (14%)	145 SF (14%)
GROUP C				
METAL FASCIA PANEL	266 SF (7%)	38 SF (2%)	97 SF (10%)	97 SF (10%)

FINISHES:							
							
STUCCO PLASTER COLOR: SW-6252	MANUFACTURED STONE AMALFI LEDGE-POMPEII	NICHIHA VINTAGEWOOD REDWOOD	BRICK VENEER -BY ACME BRICK SIZE: KING SIZE BRICK COLOR: WHITE BIRCH	BRICK VENEER -BY ACME BRICK SIZE: KING SIZE BRICK COLOR: BLACK RIVER	COLOR: MBCI, MIDNIGHT BLACK CANTILEVERED ALUM. AWNINGS INSULATED MTL DOORS	COLOR: MBCI, SNOW WHITE CANTILEVERED ALUM. AWNINGS INSULATED MTL DOORS	



3 SITE KEY PLAN  
SCALE: NOT TO SCALE

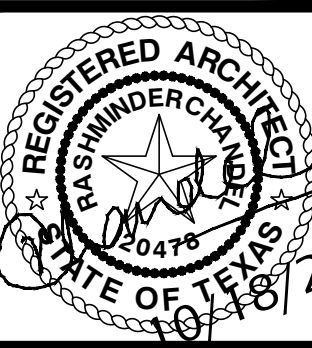
ELEVATION MATERIAL KEY	
01	BRICK VENEER-1 COLOR: WHITE BIRCH BY ACME BRICK
02	BRICK VENEER-1 COLOR: BLACK RIVER BY ACME BRICK
03	3 STEP STUCCO COLOR: EQUAL TO SHERWIN WILLIAMS SW-6252 ICE CUBE
04	ACCENT WOOD LOOK WALL & SOFFIT PANELS COLOR: EQUAL TO NICHIHA VINTAGEWOOD, REDWOOD
05	MANUFACTURE STONE COLOR: POMPEII BY AMALFI LEDGE
06	CANTILEVER STRAIGHT ALUMINUM AWNING COLOR: EQUAL TO MBCI MIDNIGHT BLACK
06-A	ALUMINUM AWNING WITH HANG RODS & ESCUTCHION COLOR: EQUAL TO MBCI SNOW WHITE
07	PRE-FINISHED METAL COPING COLOR: MATCH TO SW-6990
08	ANODIZED ALUMINUM STOREFRONT/WINDOW WITH 1" INSULATED CLEAR GLASS U- VALUE (0.29) S.H.G.C (0.25) COLOR: EQUAL TO KAWNEER BLACK REFER TO A9.0 FOR ELEVATIONS (SUBMIT SHOP DRAWINGS BEFORE FABRICATION)
09	INSULATED HOLLOW METAL DOOR PAINT: SHERWIN WILLIAMS, SW-9162 AFRICAN GRAY
10	METAL SOFFIT & FASCIA PANEL SYSTEM BERRIDGE FLUSH SEAM, B-6, VEE-PANEL, FW-12, THIN-LINE
11	STANDING SEAM METAL ROOF BERRIDGE TEE PANEL ROOF PANEL SYSTEM COLOR: BERRIDGE MATT BLOCK
12	6" SQ. DOWNSPOUT (TYPICAL) COLOR: PAINTED TO MATCH SW-6252 ICE CUBE
13	12"x8" OVERFLOW ROOF SCUPPER (TYPICAL) COLOR: PAINTED TO MATCH SW-6252 ICE CUBE
14	EXTERIOR WALL PACK ABOVE REAR DOORS (TYPICAL)
15	EXTERIOR DECORATIVE WALL SCONCES
16	ROOF LINE BEYOND ( SHOWN DASHED )
17	FUTURE ROOF TOP UNIT LOCATIONS BEYOND
CITY OF LITTLE ELM STANDARD NOTES	
1. ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE 2. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL OF DEVELOPMENT SERVICES DIRECTOR 3. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING 4. ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL	
NOTE: CONTRACTOR SHALL OBTAIN CITY APPROVED COLORED FACADE PLANS FOR REFERENCE OF VARIOUS MATERIALS & COLORS DURING CONSTRUCTION FROM ARCHITECT.	

MEDICAL OFFICE BUILDING ( ELEVATION EXHIBIT )  
RETAIL/RESTAURANT & MEDICAL OFFICE DEVELOPMENT

ADJ. TO E. ELDORADO PRKY., TOWN OF LITTLE ELM,  
DENTON COUNTY, TEXAS-75068  
LOT 2A, BLOCK-1, REPLAT OF B & G ADDITION

DATE OF PREPARATION : 10/18/2024

OWNER/DEVELOPER	#	REVISION DATE
CONTACT: VISHNU REDDY Cell: (225)810-1840 Email: rvishnureddy@yahoo.com	1	11/18/2024



10/18/2024

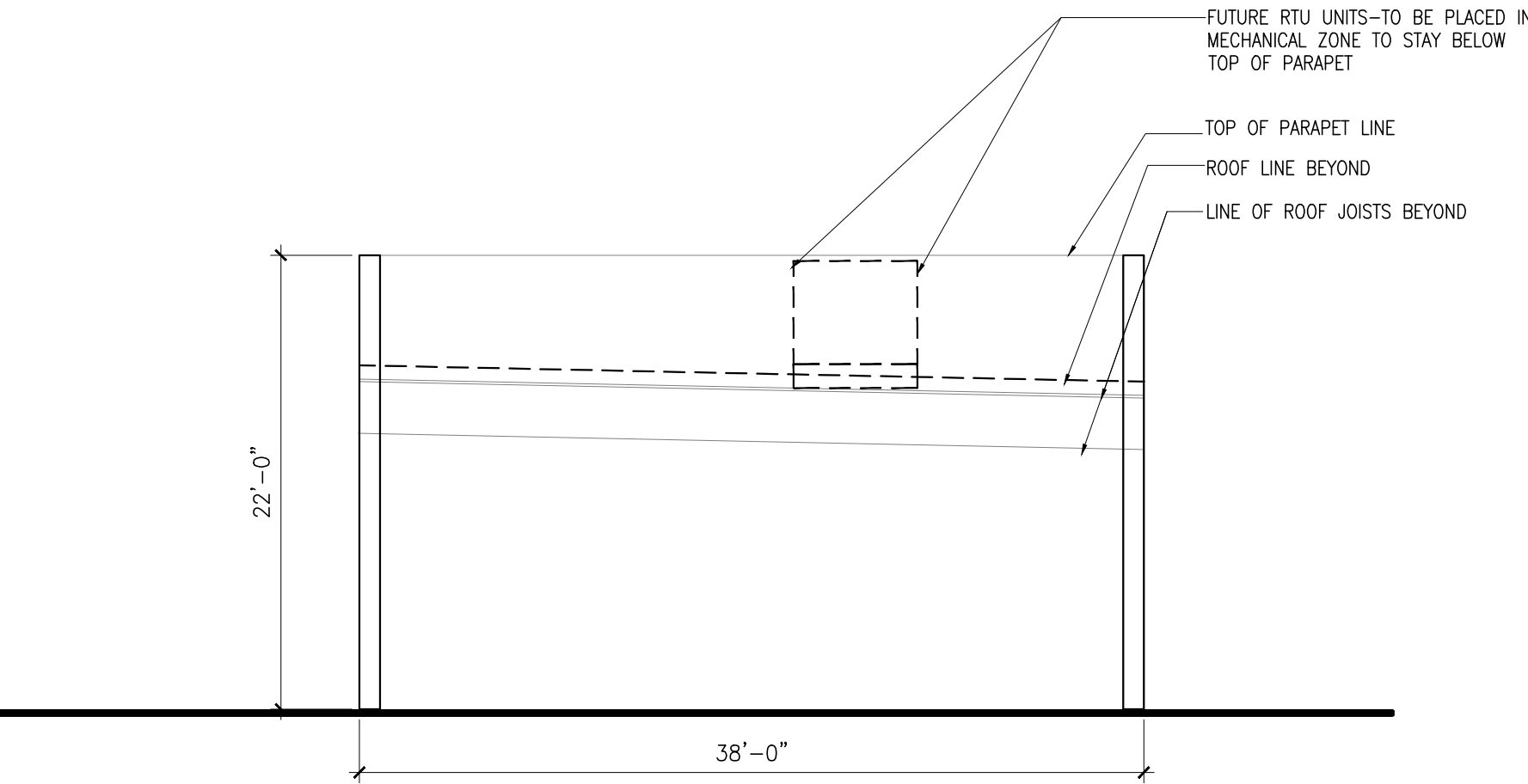
rashmi C Inc.

ARCHITECTURE. PLANNING. INTERIORS  
4117 OLD PLEASANT RIDGE RD. ARLINGTON, TX-76016  
CONTACT: RASHMINDER CHANDEL  
PH. NO. (817) 891-7918 EMAIL: rashmi@rashmic.com

SHEET NO.  
FP-1



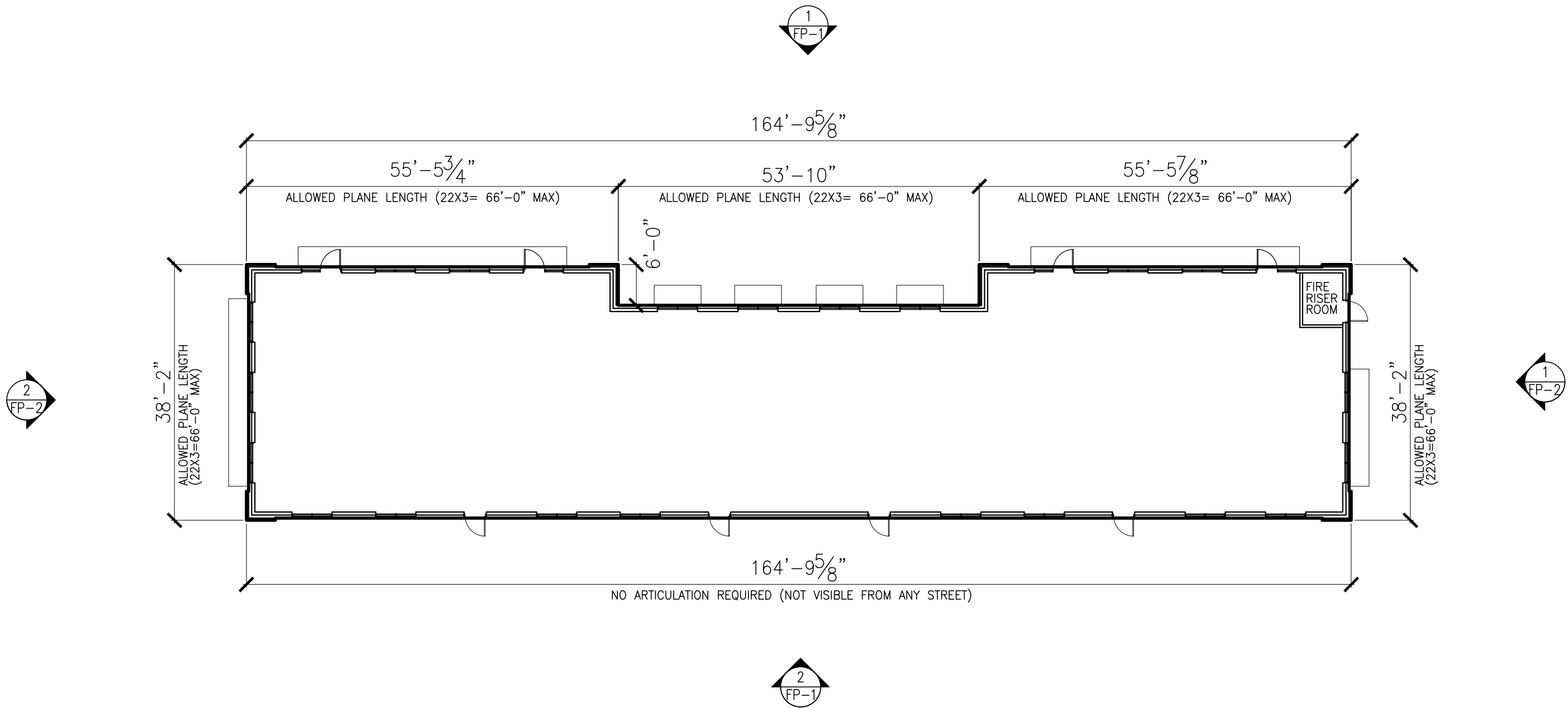
	NORTH	SOUTH	EAST	WEST
TOTAL FACADE AREA	4536 SF	3707 SF	1158 SF	1158 SF
DOOR AREA	104 SF	140 SF	35 SF	0 SF
GLAZING & WINDOWS AREA	442 SF	336 SF	126 SF	126 SF
NET WALL CONSTRUCTION	3990 SF	3231 SF	997 SF	1032 SF
GROUP A	3188 SF (80%)	2854 SF (88%)	755 SF (76%)	790 SF (76%)
BRICK AREA	2280 SF (57%)	2854 SF (88%)	440 SF (44%)	440 SF (43%)
STONE AREA	908 SF (23%)	-	315 SF (32%)	350 SF (33%)
GROUP B	536 SF (13%)	339 SF (10%)	145 SF (14%)	145 SF (14%)
STUCCO AREA	108 SF (2%)	312 SF (09%)	-	-
NICHIHA ACCENT WOOD PANEL	428 SF (11%)	27 SF (01%)	145 SF (14%)	145 SF (14%)
GROUP C				
METAL FASCIA PANEL	266 SF (7%)	38 SF (2%)	97 SF (10%)	97 SF (10%)



3 GRAPHICAL REPRESENTATION OF FUTURE RTU UNITS SCREENING  
FP-2 SCALE: 1/8"=1'-0"



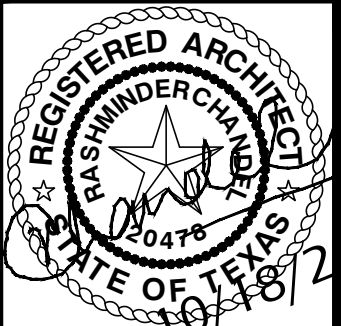
FINISHES:						
STUCCO PLASTER COLOR: SW-6252	MANUFACTURED STONE AMALFI LEDGE-POMPEII	NICHIHA VINTAGEWOOD REDWOOD	BRICK VENEER -BY ACME BRICK SIZE: KING SIZE BRICK COLOR: WHITE BIRCH	BRICK VENEER -BY ACME BRICK SIZE: KING SIZE BRICK COLOR: BLACK RIVER	COLOR: MBCI, MIDNIGHT BLACK CANTILEVERED ALUM. AWNINGS INSULATED MTL DOORS	COLOR: MBCI, SNOW WHITE CANTILEVERED ALUM. AWNINGS INSULATED MTL DOORS

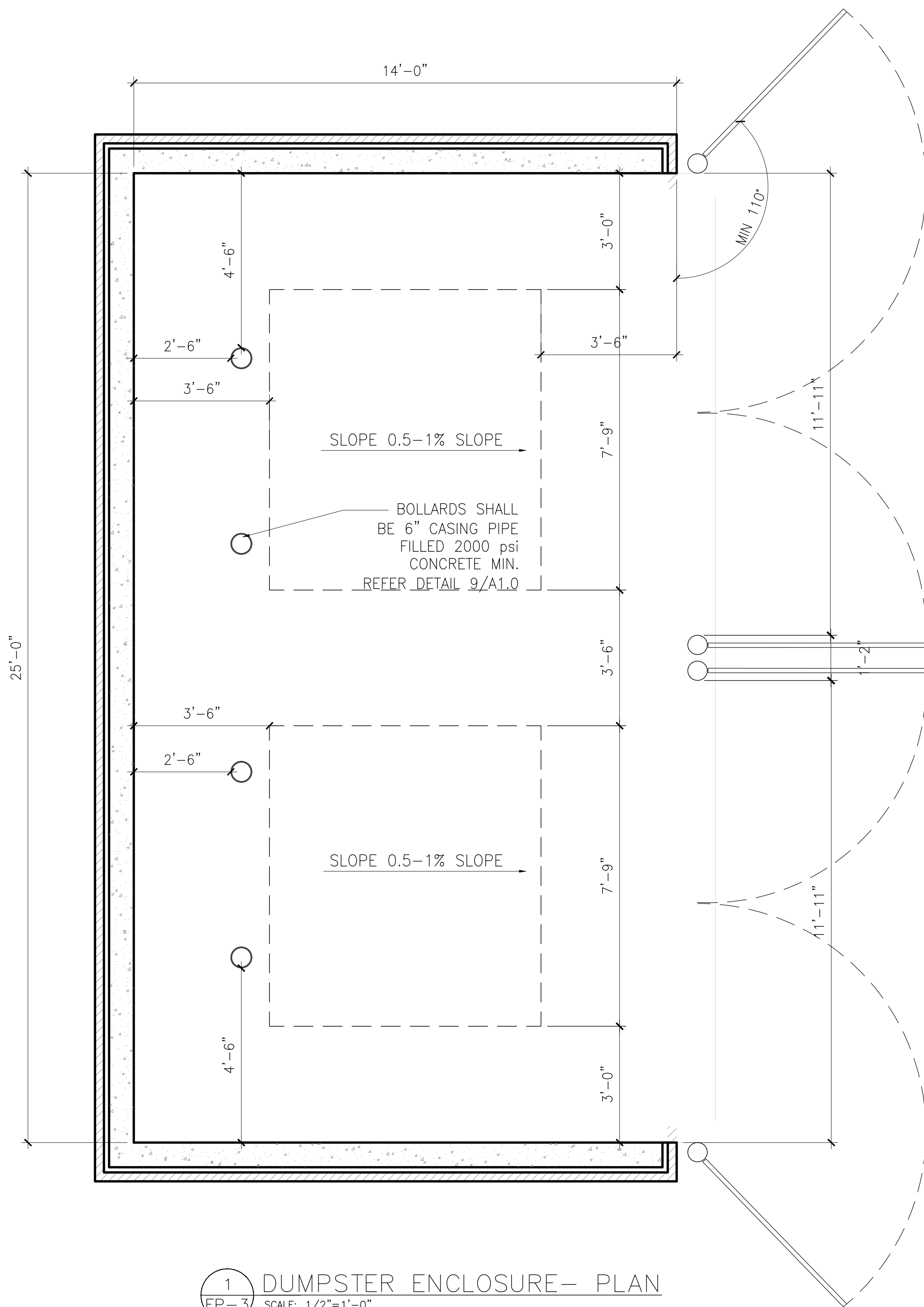


4 BUILDING FOOTPRINT  
FP-2 SCALE: 1/16"=1'-0"

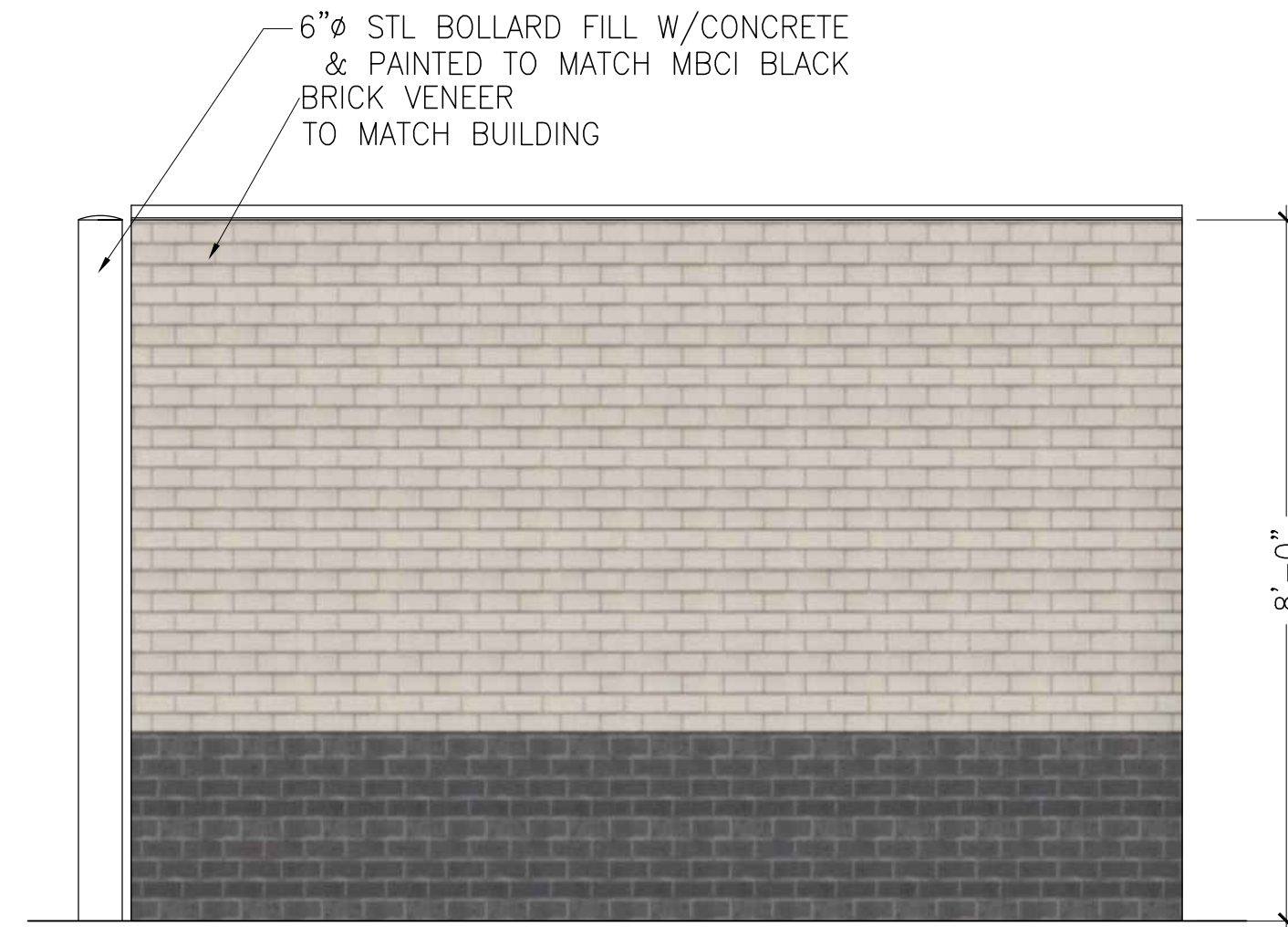
ELEVATION MATERIAL KEY	
01	BRICK VENEER-1 COLOR: WHITE BIRCH BY ACME BRICK
02	BRICK VENEER-1 COLOR: BLACK RIVER BY ACME BRICK
03	3 STEP STUCCO COLOR: EQUAL TO SHERWIN WILLIAMS SW-6252 ICE CUBE
04	ACCENT WOOD LOOK WALL & SOFFIT PANELS COLOR: EQUAL TO NICHIHA VINTAGEWOOD, REDWOOD
05	MANUFACTURE STONE COLOR: POMPEII BY AMALFI LEDGE
06	CANTILEVER STRAIGHT ALUMINUM AWNING COLOR: EQUAL TO MBCI MIDNIGHT BLACK
06-A	ALUMINUM AWNING WITH HANG RODS & ESCUTCHION COLOR: EQUAL TO MBCI SNOW WHITE
07	PRE-FINISHED METAL COPING COLOR: MATCH TO SW-6990
08	ANODIZED ALUMINUM STOREFRONT/WINDOW WITH 1" INSULATED CLEAR GLASS U- VALUE (0.29) S.H.G.C (0.25) COLOR: EQUAL TO KAWNEER BLACK REFER TO A9.0 FOR ELEVATIONS (SUBMIT SHOP DRAWINGS BEFORE FABRICATION)
09	INSULATED HOLLOW METAL DOOR PAINT: SHERWIN WILLIAMS, SW-9162 AFRICAN GRAY
10	METAL SOFFIT & FASCIA PANEL SYSTEM BERRIDGE FLUSH SEAM, B-6, VEE-PANEL, FW-12, THIN-LINE
11	STANDING SEAM METAL ROOF BERRIDGE TEE PANEL ROOF PANEL SYSTEM COLOR: BERRIDGE MATT BLOCK
12	6" SQ. DOWNSPOUT (TYPICAL) COLOR: PAINTED TO MATCH SW-6252 ICE CUBE
13	12"x8" OVERFLOW ROOF SCUPPER (TYPICAL) COLOR: PAINTED TO MATCH SW-6252 ICE CUBE
14	EXTERIOR WALL PACK ABOVE REAR DOORS (TYPICAL)
15	EXTERIOR DECORATIVE WALL SCONCES
16	ROOF LINE BEYOND ( SHOWN DASHED )
17	FUTURE ROOF TOP UNIT LOCATIONS BEYOND
CITY OF LITTLE ELM STANDARD NOTES	
1. ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE 2. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL OF DEVELOPMENT SERVICES DIRECTOR 3. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING 4. ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL	
NOTE: CONTRACTOR SHALL OBTAIN CITY APPROVED COLORED FACADE PLANS FOR REFERENCE OF VARIOUS MATERIALS & COLORS DURING CONSTRUCTION FROM ARCHITECT.	

MEDICAL OFFICE BUILDING ( ELEVATION EXHIBIT ) RETAIL/RESTAURANT & MEDICAL OFFICE DEVELOPMENT		
ADJ. TO E. ELDORADO PRKY, TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS-75068 LOT 2A, BLOCK-1, REPLAT OF B & G ADDITION		
DATE OF PREPARATION : 10/18/2024		
OWNER/DEVELOPER	#	REVISION DATE
CONTACT: VISHNU REDDY Cell: (225)810-1840 Email: rvishnureddy@yahoo.com	1	11/18/2024
rashmi C Inc. ARCHITECTURE, PLANNING, INTERIORS 4117 OLD PLEASANT RIDGE RD. ARLINGTON, TX-76016 CONTACT: RASHMINDER CHANDEL PH. NO. (817) 891-7918 EMAIL: rashmi@rashmic.com		SHEET NO. FP-2

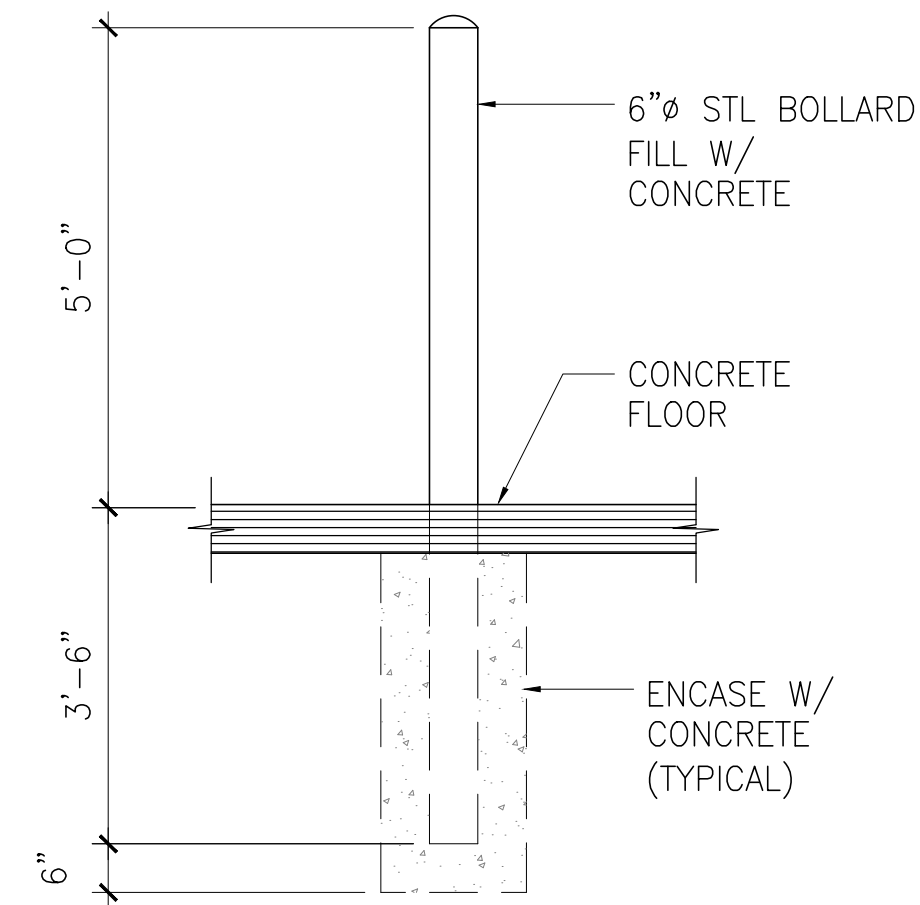




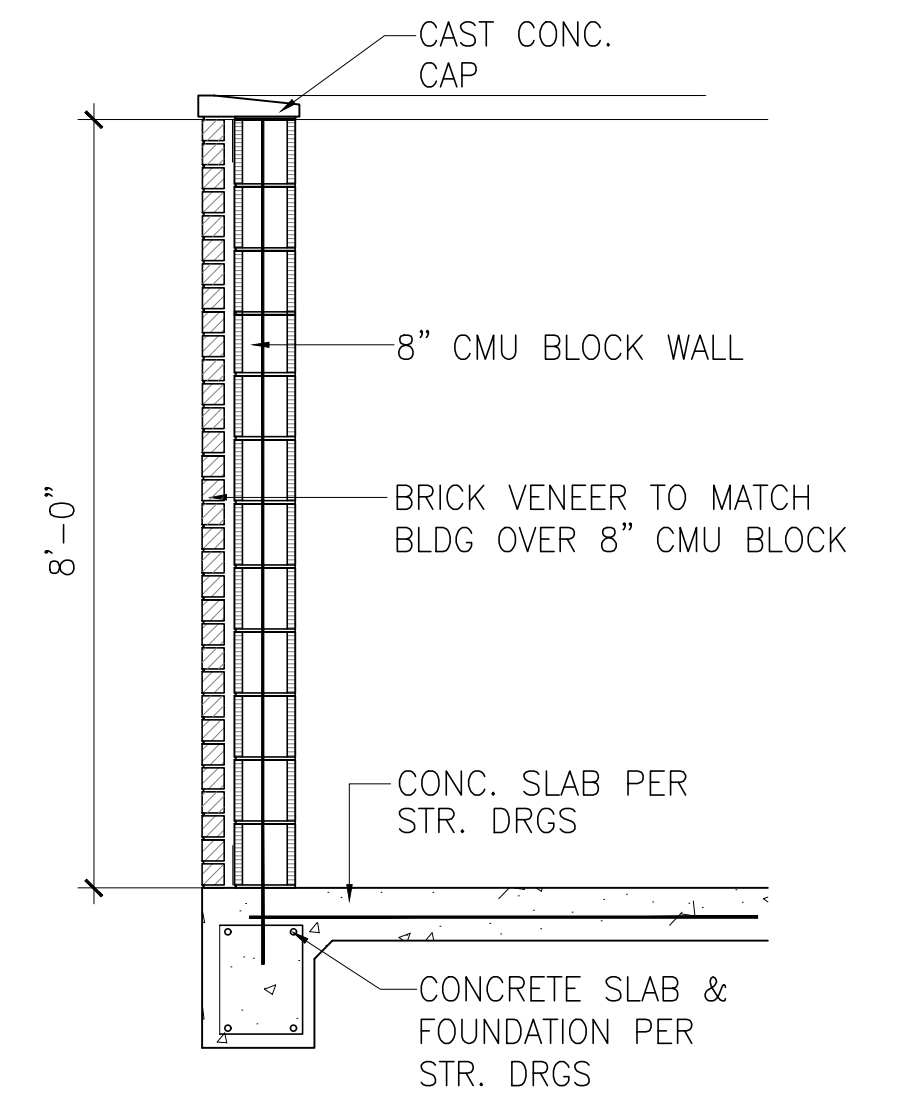
1 DUMPSTER ENCLOSURE— PLAN  
FP-3 SCALE: 1/2"=1'-0"



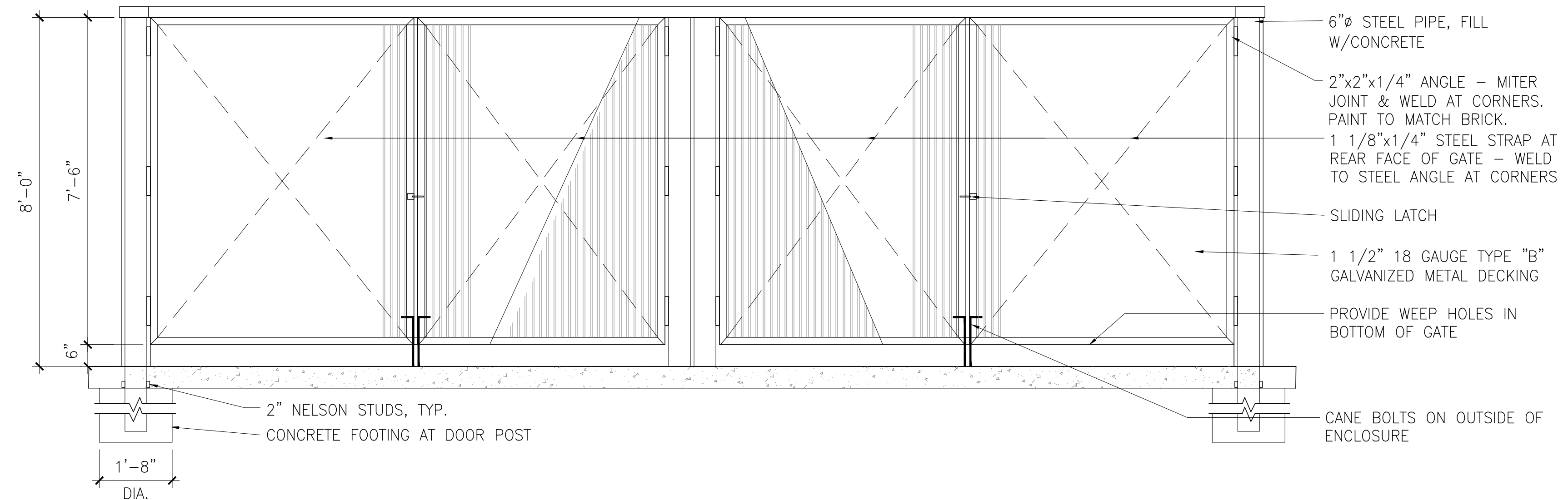
2 DUMPSTER ENCLOSURE— SIDE ELEVATION  
FP-3 SCALE: 1/2"=1'-0"



4 BOLLARD DETAIL  
FP-3 SCALE: 1/2"=1'-0"

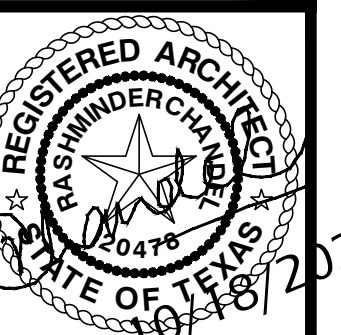


5 DUMPSTER ENCLOSURE— WALL SECTION  
FP-3 SCALE: 1/2"=1'-0"



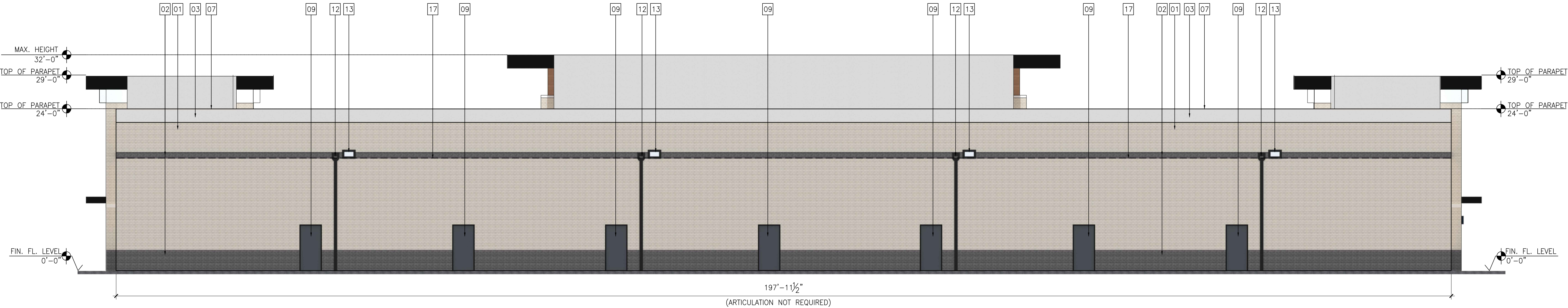
3 DUMPSTER ENCLOSURE—FRONT ELEVATION  
FP-3 SCALE: 1/2"=1'-0"

MEDICAL OFFICE BUILDING ( ELEVATION EXHIBIT ) RETAIL/RESTAURANT & MEDICAL OFFICE DEVELOPMENT		
ADJ. TO E. ELDORADO PRKY, TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS-75068 LOT 2A, BLOCK-1, REPLAT OF B & G ADDITION		
DATE OF PREPARATION : 10/18/2024		
OWNER/DEVELOPER	#	REVISION DATE
CONTACT: VISHNU REDDY Cell: (225)810-1840 Email: rvishnureddy@yahoo.com	1	11/18/2024
<b>rashmi C Inc.</b> ARCHITECTURE. PLANNING. INTERIORS 4117 OLD PLEASANT RIDGE RD. ARLINGTON, TX-76016 CONTACT: RASHMINDER CHANDEL PH. NO. (817) 891-7918 EMAIL: rashmi@rashmic.com		SHEET NO.  FP-3



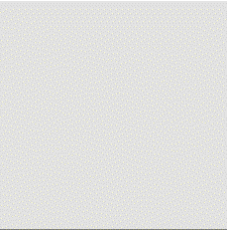





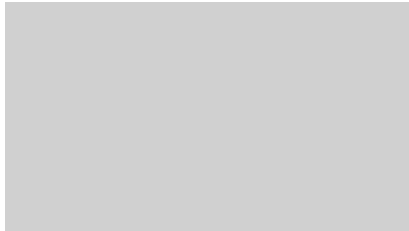


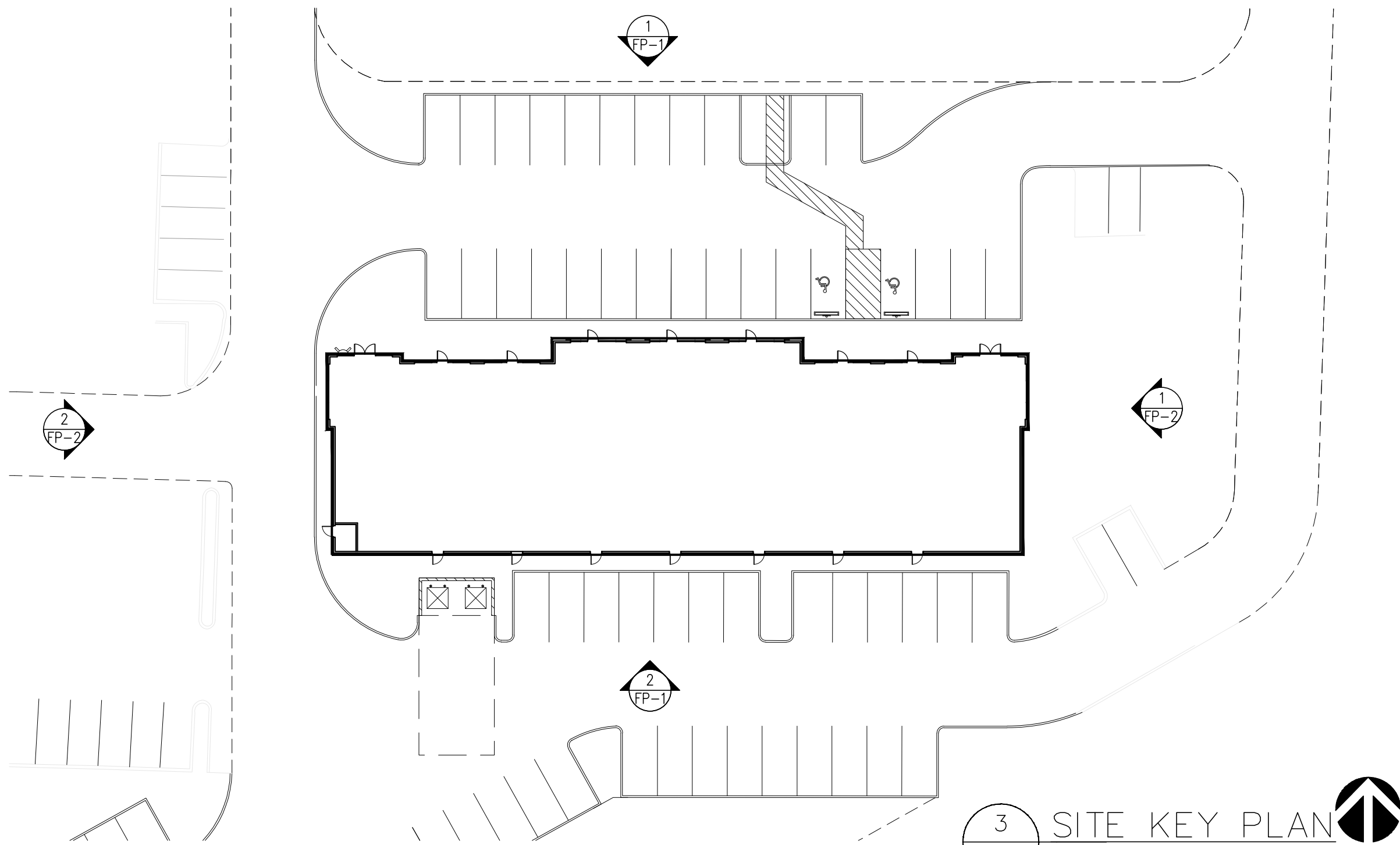
1 NORTH ELEVATION  
FP-1 SCALE: 1/8"=1'-0"



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

	NORTH	SOUTH	EAST	WEST
TOTAL FACADE AREA	5659 SF	4750 SF	1508 SF	1508 SF
DOOR AREA	275 SF	161 SF	23 SF	0 SF
GLAZING & WINDOWS AREA	1377 SF	0 SF	222 SF	222 SF
NET WALL CONSTRUCTION	4007 SF	4589 SF	1263 SF	1286 SF
GROUP A	3133 SF (80%)	4193 SF (91%)	1102 SF (87%)	1125 SF (91%)
BRICK AREA	1888 SF (48%)	4193 SF (91%)	1102 SF (87%)	1125 SF (87%)
STONE AREA	1245 SF (32%)	-	-	-
GROUP B	548 SF (12%)	396 SF (09%)	102 SF (08%)	102 SF (08%)
STUCCO AREA	266 SF (6%)	396 SF (09%)	47 SF (04%)	47 SF (04%)
NICHIHA ACCENT WOOD PANEL	282 SF (6%)	-	55 SF (04%)	55 SF (04%)
GROUP C				
METAL FASCIA PANEL	325 SF (8%)	-	59 SF (05%)	59 SF (05%)

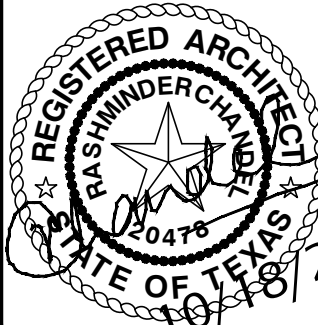
FINISHES:						
						
STUCCO PLASTER COLOR: SW-6252	MANUFACTURED STONE AMALFI LEDGE-POMPEII	NICHIHA VINTAGEWOOD REDWOOD	BRICK VENEER -BY ACME BRICK SIZE: KING SIZE BRICK COLOR: WHITE BIRCH	BRICK VENEER -BY ACME BRICK SIZE: KING SIZE BRICK COLOR: BLACK RIVER	COLOR: MBCI, MIDNIGHT BLACK CANTILEVERED ALUM. AWNINGS INSULATED MTL DOORS	COLOR: MBCI, SNOW WHITE CANTILEVERED ALUM. AWNINGS INSULATED MTL DOORS

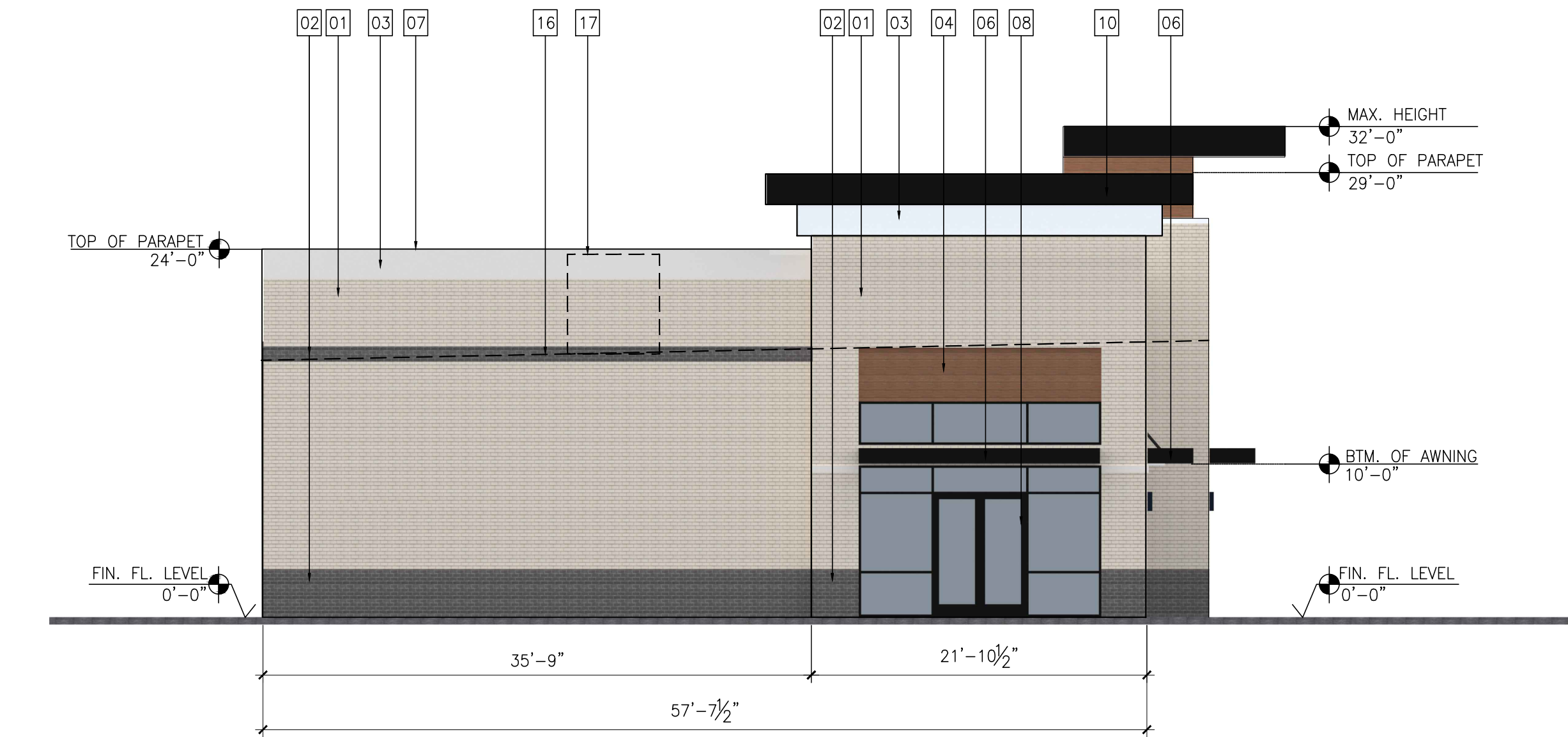


3 SITE KEY PLAN  
FP-1 SCALE: NOT TO SCALE

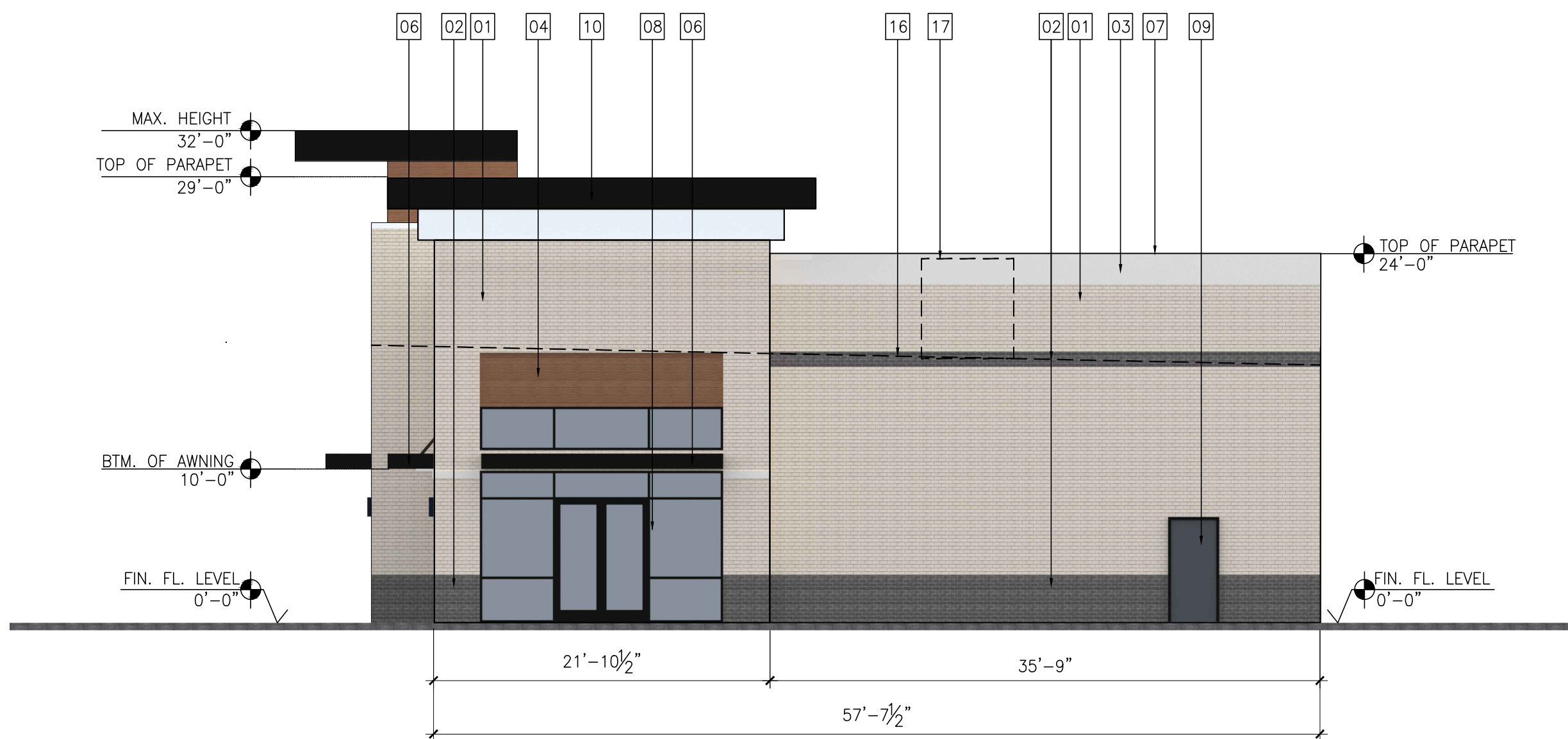
ELEVATION MATERIAL KEY	
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07	PRE-FINISHED METAL COPING COLOR: MATCH TO SW-6990
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RETAIL/ RESTAURANT BUILDING (ELEVATION EXHIBIT)		
RETAIL/ RESTAURANT & MEDICAL OFFICE DEVELOPMENT		
ADJ. TO E. ELDORADO PRKY, TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS-75068 LOT 2A, BLOCK-1, REPLAT OF B & G ADDITION		
DATE OF PREPARATION : 10/18/2024		
OWNER/DEVELOPER	#	REVISION DATE
CONTACT: VISHNU REDDY Cell: (225)810-1840 Email: rvishnureddy@yahoo.com	1	11/18/2024
rashmi C Inc. ARCHITECTURE. PLANNING. INTERIORS 4117 OLD PLEASANT RIDGE RD. ARLINGTON, TX-76016 CONTACT: RASHMINDER CHANDEL PH. NO. (817) 891-7918 EMAIL: rashmi@rashmic.com		SHEET NO. FP-1





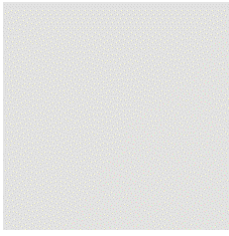
1 EAST ELEVATION  
FP-2 SCALE: 1/8"=1'-0"




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

	NORTH		SOUTH		EAST		WEST	
TOTAL FACADE AREA	5659 SF		4750 SF		1508 SF		1508 SF	
DOOR AREA	275 SF		161 SF		23 SF		0 SF	
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STUCCO AREA	266 SF	(6%)	396 SF	(09%)	47 SF	(04%)	47 SF	(04%)
NICHIHA ACCENT WOOD PANEL	282 SF	(6%)	-		55 SF	(04%)	55 SF	(04%)
GROUP C								
METAL FASCIA PANEL	325 SF	(8%)	-		59 SF	(05%)	59 SF	(05%)


FINISHES:




STUCCO PLASTER  
COLOR: SW-6252




MANUFACTURED STONE  
AMALFI LEDGE-POMPEII




NICHIHA VINTAGEWOOD  
REDWOOD




BRICK VENEER  
-BY ACME BRICK  
SIZE: KING SIZE BRICK  
COLOR: WHITE BIRCH



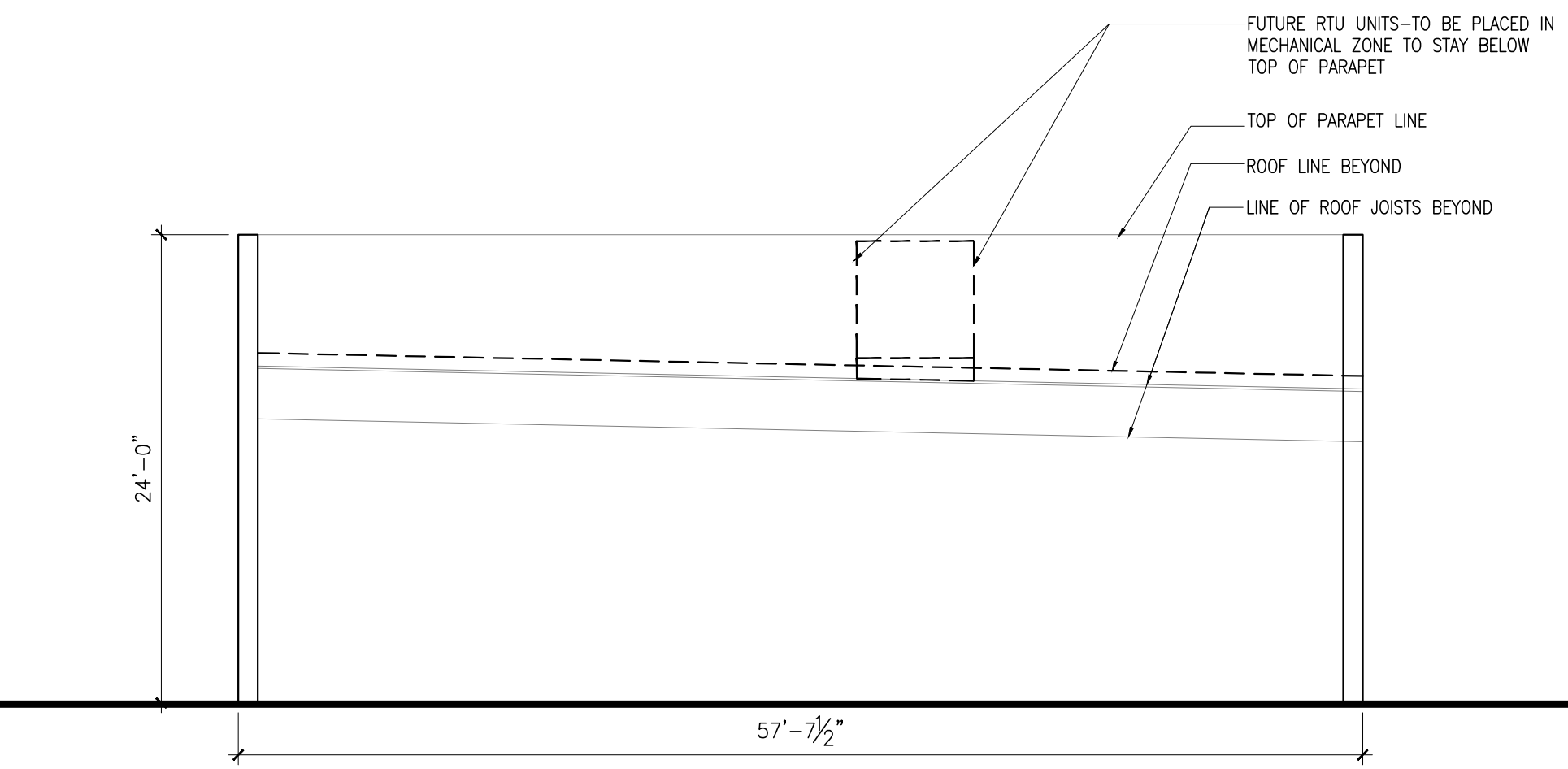
BRICK VENEER  
-BY ACME BRICK  
SIZE: KING SIZE BRICK  
COLOR: BLACK RIVER



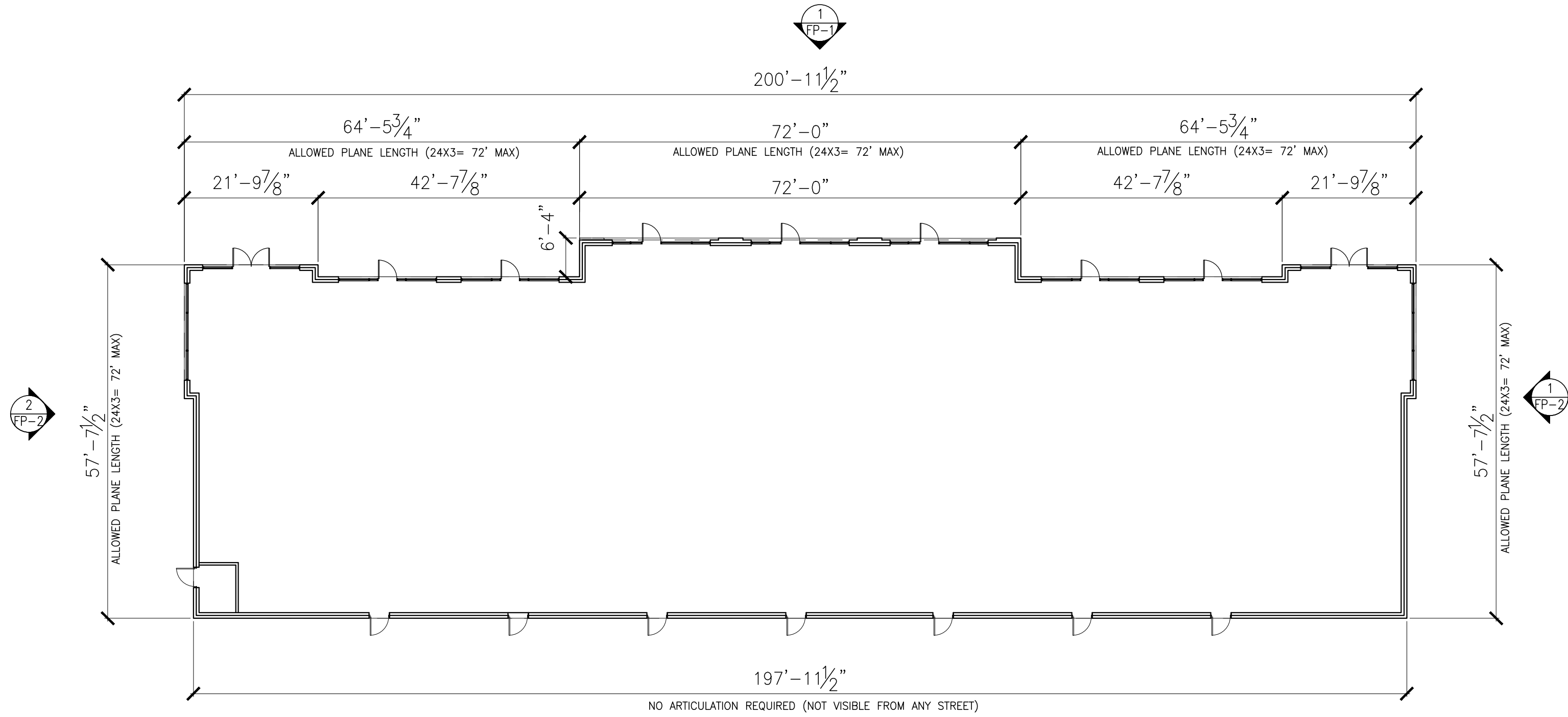
COLOR: MBCI, MIDNIGHT BLACK  
CANTILEVERED ALUM. AWNINGS  
INSULATED MTL DOORS



COLOR: MBCI, SNOW WHITE  
CANTILEVERED ALUM. AWNINGS  
INSULATED MTL DOORS



3 GRAPHICAL REPRESENTATION FOR FUTURE RTU UNITS SCREENING  
FP-2 SCALE: 1/8"=1'-0"



4 BUILDING FOOTPRINT  
FP-2 SCALE: 1/16"=1'-0"

ELEVATION MATERIAL KEY	
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RETAIL/ RESTAURANT BUILDING (ELEVATION EXHIBIT)  
RETAIL/ RESTAURANT & MEDICAL OFFICE DEVELOPMENT  
ADJ. TO E. ELDORADO PRKY, TOWN OF LITTLE ELM,  
DENTON COUNTY, TEXAS-75068  
LOT 2A, BLOCK-1, REPLAT OF B & G ADDITION  
DATE OF PREPARATION : 10/18/2024

OWNER/DEVELOPER	#	REVISION DATE
CONTACT: VISHNU REDDY Cell: (225)810-1840 Email: rvishnureddy@yahoo.com	1	11/18/2024

REGISTERED ARCHITECT  
RASHMI CHANDEL  
STATE OF TEXAS  
101482024

rashmi C Inc.  
ARCHITECTURE. PLANNING. INTERIORS  
4117 OLD PLEASANT RIDGE RD. ARLINGTON, TX-76016  
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SHEET NO.  
FP-2