



**WORKSHOP & REGULAR MEETING
OF THE TOWN COUNCIL**

Tuesday, February 18, 2025

6:00 PM

Little Elm Town Hall

100 W Eldorado Parkway, Little Elm, TX 75068

1. **Call to Order Council Workshop at 6:00 p.m.**
 - A. Present and Discuss an **Update on Developments in Little Elm.**
2. **Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.**
 - A. Invocation.
 - B. Pledge to Flags.
 - C. Items to be Withdrawn from Consent Agenda.
 - D. Emergency Items if Posted.
 - E. Request by the Town Council for Items to be Placed on a Future Agenda for Discussion and Recognition of Excused Absences.

F. **Presentation of Monthly Updates.**

Presentation of monthly updates from department heads: concerning law enforcement activities, municipal court, customer service, emergency medical services, fire department response, fire prevention activities, emergency management, ongoing economic development projects, building permits, code enforcement activities, library activities, human resources updates, information technology report, revenue and expenditure report, street construction status, sanitation services, highway construction status, utility operations, parks and recreation activities, as well as facility and fleet updates.

G. Town Council to Highlight Items on the Agenda Needing Further Discussion or Comments Prior to the Regular Session.

3. **Presentations.**

A. Recognition of **Jordan Hein for Receiving the Boosting Braswell Award.**

B. Present a Proclamation Declaring **February 16-22, 2025 as National Engineers Week.**

C. Recognition of the **Tourism and Communications Division for Achieving the Texas Film Friendly Certification.**

4. **Public Comments**

Persons may address the Town Council on any issue for up to three (3) minutes. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meeting Act, the council may not comment or deliberate such statements during this period, except as authorized by Section 551.007, Texas Government Code.

5. **Consent Agenda**

All matters listed under the Consent Agenda are considered to be routine by the Town Council and require little or no deliberation. There will not be a separate discussion of these items and the agenda will be enacted by one vote. If the Council expresses a desire to discuss a matter listed, that item will be removed from the consent agenda and considered separately.

A. Consider Action to Approve the **Minutes from the February 4, 2025, Regular Town Council Meeting.**

B. Consider Action to Accept the **Annual Financial Report for Tax Increment Reinvestment Zone #3 (TIRZ #3) for the reporting period ending September 30, 2024.**

- C. Consider Action to Accept the **Annual Financial Report for Tax Increment Reinvestment Zone #4 (TIRZ #4)** for the reporting period ending September 30, 2024.
- D. Consider Action to **Transfer the Remaining Balance in Tax Increment Reinvestment Zone #4 (TIRZ #4)** to the Town's General Fund.
- E. Consider Action to Accept the **Annual Financial Report for Tax Increment Reinvestment Zone #5 (TIRZ #5)** for the reporting period ending September 30, 2024.
- F. Consider Action to Accept the **Annual Financial Report for Tax Increment Reinvestment Zone #6 (TIRZ #6)** for the reporting period ending September 30, 2024.
- G. Consider Action to **Transfer the Remaining Fund Balance in Tax Increment Reinvestment Zone #6 (TIRZ #6)** to the Town's General Fund.
- H. Consider Action to Approve a **Professional Services Agreement with Freese and Nichols, Inc., for Design Study and Preliminary Design Services Related to the Mansell Pump Station Improvements Project** in the amount of \$529,250 and Authorize the Town Manager to Execute the Contract.
- I. Consider Action to Approve **Ordinance No. 1800 Amending the Fiscal Year 2024-2025 Annual Budget in accordance with Existing Statutory Requirements; Appropriating the Various Amounts Herein; Repealing all Prior Ordinances and Actions in Conflict Herewith; and Providing for an Effective Date.**
- J. Consider Action to Approve a **Performace Agreement between Little Elm Economic Development and Blue Bay Holdings, LLC.**
- K. Consider Action to Approve an **Agreement with US Digital Designs, Inc., to Purchase Alerting System Equipment for the Little Elm Public Safety Annex Project** in an amount not to exceed \$120,000.
- L. Consider Action to **Ratify the Purchase by the Town of Little Elm of Real Estate located at 00 Lobo Lane (approximately 1.203 acres), Pursuant to the Terms and Conditions discussed in Executive Session, for \$800,000 (and associated closing costs), and Ratifying and Approving of Town Manager Matt Mueller to act as the Town's Signatory and Agent to Consummate the Transaction.**
- M. Consider Action to Approve an **Agreement with Wilson Bauhaus Interiors to Purchase Furniture for the Little Elm Public Safety Annex Project** in an amount not to exceed \$150,000.

- N. Consider Action to Approve a **Contract between the Town of Little Elm and Taylor & Sandra Lee Trust & S Hansel Living Trust to Purchase approximately 13.8 acres of Undeveloped Land located near the intersection of US 380 and Doe Creek Road.**

6. **Regular Items.**

- A. Hold A Public Hearing, Present, Discuss, And Consider Action On **Ordinance No. 1799 Regarding A Request To Rezone Approximately 14.33 Acres Of Land, Currently Zoned As Planned Development - Light Commercial, Through Ordinance No. 1589, As Amended By Ordinance No. 1742, Generally Located Northwest Of The Intersection Of US Highway 380 And FM 2931, Within Little Elm's Town Limits, In Order To Establish A New Planned Development - Light Commercial District, With Modified Uses, Development Standards, And Sign Standards To Allow For Development Of A Big Box Retail Store And Associated Fuel Station.**

- Open Public Hearing:
- Receive Public Comments:
- Close Public Hearing:
- Take Action on Ordinance No. 1799:

- B. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Kroger Texas, L.P.**

7. **Convene in Executive Session pursuant to Texas Government Code:**

- Section 551.071 for private consultation with the Town Attorney to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

8. **Reconvene into Open Session**

Discussion and consideration to take any action necessary as the result of the Executive Session:

- Section 551.071 for private consultation with the Town Attorney to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.

- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

9. **Adjourn.**

Pursuant to the Texas Open Meeting Act, (Chapter 551, Texas Government Code), one or more of the above items will be taken or conducted in open session following the conclusion of the executive closed session.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aide of service such as interpreters for the hearing impaired, reader or large print are requested to contact the secretary at 214-975-0452 two days prior to the meeting so appropriate arrangements can be made.
BRAILLE IS NOT PROVIDED.

Respectfully,

Town Secretary

This is to certify that the above notice was posted on the Town's website this 13th day of February 2025 before 5:00 p.m.



Date: 02/18/2025
Agenda Item #: 1. A.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present and Discuss an **Update on Developments in Little Elm.**

DESCRIPTION:

Staff will present an update on the progress of current developments in Little Elm.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.



Date: 02/18/2025
Agenda Item #: 3. A.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Mayor Curtis J. Cornelious

AGENDA ITEM:

Recognition of **Jordan Hein for Receiving the Boosting Braswell Award.**

DESCRIPTION:

In 2023, the Braswell High School School Resource Officers (SRO's) created the "Boosting Braswell Award" to showcase students making a positive impact on campus. Jorden Hein is the most recent recipient for her hard work that made it possible for their special needs students to have an amazing Prom night! On January 17, Braswell hosted the night to remember AVLS prom. The night could not have been possible without the hard work of Jordan Hein. Jordan picked the theme, made custom invitations for all students, secured food, and spent countless hours planning the dance. Due to Jordan's hard work, the event was flawless.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.



Date: 02/18/2025
Agenda Item #: 3. B.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Present a Proclamation Declaring **February 16-22, 2025 as National Engineers Week.**

DESCRIPTION:

Mayor Cornelious will present a proclamation declaring February 16-22 as National Engineers Week.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

2025 Engineers Week Proclamation



Proclamation

WHEREAS, engineers provide the talents and skills necessary to analyze and solve complex problems and create the infrastructure essential for the high quality of life which our citizens enjoy; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient planning, design, construction and operation of the public infrastructure, which includes water, sanitary and storm sewers, streets and highways, bridges, public buildings, communications, and electricity and natural gas distribution; and

WHEREAS, engineers are encouraging our young math and science students to realize the practical power of their knowledge; and

WHEREAS, the Town of Little Elm is blessed with highly qualified and dedicated engineers whose professionalism materially influences the people's attitude and understanding of the important work they perform; and

NOW, THEREFORE, we proclaim the week of February 16-22, 2025 as **National Engineers** Week and call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing quality infrastructure and to recognize the significant contributions which our engineers make every day to our health, safety, comfort and quality of life.

Given under my hand and Seal of the Town of Little Elm, Texas, this 18th day of February, 2025.

Curtis J. Cornelious, Mayor of Little Elm



Date: 02/18/2025
Agenda Item #: 3. C.
Department: Administrative Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Drew Bailey, Director of Tourism & Communications

AGENDA ITEM:

Recognition of the **Tourism and Communications Division for Achieving the Texas Film Friendly Certification.**

DESCRIPTION:

The Town of Little Elm Tourism and Communications Division will be presented with the Texas Film Friendly Certification by a representative from Governor Abbott's office. This designation highlights Little Elm's commitment to supporting the film and television industry, making it a more attractive location for media production. The certification reflects the town's efforts to streamline permitting processes and promote local resources for filmmakers. We are proud to receive this recognition and look forward to the economic and cultural opportunities it may bring to our community.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.



Date: 02/18/2025
Agenda Item #: 5. A.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Consider Action to Approve the **Minutes from the February 4, 2025, Regular Town Council Meeting.**

DESCRIPTION:

The minutes from the February 4, 2025, regular Town Council meeting are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - February 7, 2025

DRAFT

Minutes
Town of Little Elm
100 W Eldorado Parkway
Little Elm, Texas 75068
214-975-0404
<http://www.littleelm.org>

REGULAR TOWN COUNCIL MEETING TUESDAY FEBRUARY 4, 2025 - 6:00 p.m.

Present: Mayor Curtis J. Cornelious; Mayor Pro Tem Jamell T. Johnson; Deputy Mayor Pro Tem Tony Singh; Council Member Lisa G. Norman; Council Member Andrew Evans; Council Member Michel Hambrick; Council Member Ken Eaken

Staff Present: Caitlan Biggs, Director of Administrative Services/Town Secretary; Jennette Espinosa, Executive Director; Joe Florentino, Assistant Town Manager; Matt Mueller, Town Manager; Chad Hyde, Assistant Town Manager; Doug Peach, Deputy Town Manager; Fred Gibbs, Director of Development Services; Jason Shroyer, Director of Public Works; Kelly Wilson, Chief Financial Officer; Paul Rust, Fire Chief; Robert Brown, Town Attorney; Rodney Harrison, Police Chief; Shea Rodgers, Chief Information Officer

1. Call to Order Regular Town Council Meeting at 6:00 p.m.

Meeting was called to order at 6:00 p.m.

A. Invocation.

Mayor Pro Tem Jamell Johnson gave the invocation.

B. Pledge to Flags.

C. Items to be Withdrawn from Consent Agenda.

None.

D. Emergency Items if Posted.

None.

E. Request by the Town Council for Items to be Placed on a Future Agenda for Discussion and Recognition of Excused Absences.

None.

F. Presentation of Monthly Updates.

Presentation of monthly updates from department heads: concerning law enforcement activities, municipal court, customer service, emergency medical services, fire department response, fire prevention activities, emergency management, ongoing economic development projects, building permits, code enforcement activities, library activities, human resources updates, information technology report, revenue and expenditure report, street construction status, sanitation services, highway construction status, utility operations, parks and recreation activities, as well as facility and fleet updates.

Town Manager Matt Mueller gave an update on the utility billing software conversion.

Assistant Director of Culture and Engagement Tiffany Thomson recognized six team members who have graduated from the Emerging Leader Academy program.

Town Engineer Wesley Brandon gave an update on the U.S. 380 construction project.

G. Town Council to Highlight Items on the Agenda Needing Further Discussion or Comments Prior to the Regular Session.

None.

2. Presentations.

A. Present the 2024 Mayoral Red Kettle Challenge Results and Award.

Representatives from the Salvation Army thanked the Town for participation.

B. Present a Proclamation Declaring February 13, 2025 as a Day of Hope.

The Mayor presented the proclamation.

3. Public Comments

Persons may address the Town Council on any issue for up to three (3) minutes. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meeting Act, the council may not comment or deliberate such statements during this period, except as authorized by Section 551.007, Texas Government Code.

None.

4. Consent Agenda

All matters listed under the Consent Agenda are considered to be routine by the Town Council and require little or no deliberation. There will not be a separate discussion of these items and the agenda will be enacted by one vote. If the Council expresses a desire to discuss a matter listed, that item will be removed from the consent agenda and considered separately.

Motion by Council Member Ken Eaken, seconded by Mayor Pro Tem Jamell T. Johnson **to approve the Consent Agenda.**

Vote: 7 - 0 - Unanimously

- A. Consider Action to Approve the **Minutes from the January 21, 2025, Regular Town Council Meeting.**
 - B. Consider Action to Approve the **Joint Election Agreement and Contract for Election Services with the Denton County Elections Administrator.**
 - C. Consider Action to Approve **Ordinance No. 1798 Ordering a General and Special Election to be held on May 3, 2025.**
 - D. Consider Action to Approve **Two Repair Proposals From Evoqua Water Technologies, LLC., for Repairs to Odor Scrubber #1 and Odor Scrubber #2 at the Wastewater Treatment Plant in the Amount of \$94,480.**
 - E. Consider Action to Approve the **Quarterly Investment Report for the Period ending December 31, 2024.**
 - F. Consider Action to Approve the **Unaudited Quarterly Budget to Actual Report for the Quarter Ending December 31, 2024.**
 - G. Consider Action to Approve a **Professional Services Agreement with Freese and Nichols, Inc., for the Development of Construction Plans and Specifications for Improvements to the Transmission Water Lines Leaving the Mansell Pump Station in the Amount of \$504,300.**
5. **Regular Items.**
- A. Continue a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1794 Regarding A Request To Amend The Zoning On Approximately 60.599 Acres Of Land, Currently Zoned As A Planned Development Based On Single Family 4 (PD-SF4) District Standards, Through Ordinance No. 1368, Generally Located Northeast Of The Intersection Of Lloyds Road And Bent Brook Road, Within Little Elm's Town Limits, In Order To Amend The Existing Lot Layout In The Concept Plan, Provide A Screening Plan, And Clarify Provided Amenities.**
 - **Open Public Hearing: Opened at 7:14 p.m. on December 17, 2024**
 - **Receive Public Comments:**
 - **Close Public Hearing:**
 - **Take Action on Ordinance No. 1794:**

REVIEW PUBLIC COMMENT NAMES AND ADDRESSES

Managing Director of Planning Olga Chernomorets gave an overview of the item in the attached presentation.

- **Open Public Hearing: Opened at 7:14 p.m. on December 17, 2024**
- **Receive Public Comments: Tiffany, 9680 Acorn Lane, spoke about having an autistic son and is requesting speed bumps and disability signage due to an open connection with the Wildridge development due to a concern for speeding cars. Stephanie Perry, Bent Brook, requested traffic control on Lloyd's Road and asked who holds the developers**

accountable for what they tell the residents. Kaitlyn McKenna, 921 Bent Brook, spoke regarding the need for a second amenity center.

- ***Close Public Hearing: 6:43 p.m.***

Motion by Council Member Michel Hambrick, seconded by Council Member Ken Eaken ***to approve Ordinance No. 1794.***

Vote: 7 - 0 - Unanimously

- B. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and John Dowdall, of both “2016 Blackhawk 155 Holdings, LTD.” and “OPLE Prairie Oaks Development, Inc.”**

Motion by Mayor Pro Tem Jamell T. Johnson, seconded by Council Member Lisa G. Norman ***to approve the Development Agreement.***

Vote: 7 - 0 - Unanimously

6. Convene in Executive Session pursuant to Texas Government Code:

- Section 551.071 for private consultation with the Town Attorney to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

Council convened into Executive Session at 6:44 p.m.

7. Reconvene into Open Session

Discussion and consideration to take any action necessary as the result of the Executive Session:

- Section 551.071 for private consultation with the Town Attorney to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

Council reconvened into Open Session at 8:02 p.m. No action was taken.

8. Adjourn.

Meeting adjourned at 8:02 p.m.

Respectfully,

Caitlan Biggs

Town Secretary

Passed and Approved this 18th day of February 2025.



Date: 02/18/2025
Agenda Item #: 5. B.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Accept the **Annual Financial Report for Tax Increment Reinvestment Zone #3 (TIRZ #3) for the reporting period ending September 30, 2024.**

DESCRIPTION:

State law, Section 311.016 of the Texas Tax Code requires the governing body of a municipality or county to submit a report on the state of the reinvestment zone created by the municipality to the chief executive officer of each taxing unit that levies property taxes on real property in the zone. A copy of this annual report must be submitted to the Texas Comptroller of Public Accounts on or before the 150th day following the end of its fiscal year. The intent of this report is to comply with state law as well as provide an overview and transparency of the financial condition of TIRZ #3. TIRZ #3 was established in October 2013. We are now 11 years since the establishment of such Zone. TIRZ #3 terminates on or before December 31, 2043.

BUDGET IMPACT:

FY 2023-2024 revenue exceeded projections by \$18,798 when staff presented the adopted FY2025 budget, and expenditures were under projections by \$64,887. Therefore, the fund balance is higher than projected for the year-end. At the time the FY 2025 budget was prepared, we anticipated a fund balance of \$537,414 to carry over into FY 2025. TIRZ #3's actual fund balance at the end of FY2024 is \$82,727 or 15% higher than projected.

RECOMMENDED ACTION:

TIRZ #3 Board reviewed the annual financial report at their February 18th meeting and recommends acceptance of the TIRZ #3 annual financial report for the fiscal year reporting period 2024.

Attachments

TIRZ #3 Annual Financial Report FY2024



LITTLE ELM

**Tax Increment Reinvestment Zone #3
(TIRZ #3)**

ANNUAL REPORT

FISCAL YEAR 2024

**TOWN OF LITTLE ELM, TEXAS
TAX INCREMENT REINVESTMENT ZONE #3**

As of September 30, 2024

Table of Contents

- I. YEAR END SUMMARY OF MEETINGS/TOWN COUNCIL/BOARD ACTIONS***
- II. PUBLIC INFRASTRUCTURE & PROJECT COSTS***
- III. ANNUAL FINANCIALS***
- IV. TAXABLE VALUE HISTORY***
- V. TIRZ FUND FINANCIAL STATEMENT***

APPENDIX A – TIRZ #3 MAP

APPENDIX B – TIRZ #3 EXPENDITURES

I. YEAR END SUMMARY OF MEETINGS/TOWN COUNCIL/BOARD ACTIONS

In October 2013, the Town of Little Elm Town Council appointed members for the Tax Increment Reinvestment Zone #3 (“TIRZ #3”) Board of Directors. TIRZ #3 was created to identify and assist in financing property acquisition and improvements, storm sewer improvements, parks, trails, landscaping, irrigation, street lighting improvements, event center, recreation centers, parking lots, Cove improvements, charging stations to benefit the property within TIRZ #3 and which are outlined in greater detail in Section II of this report.

Board members appointed and currently serving are: Town—Mayor Curtis Cornelious, Mayor Pro-Tem Jamell Johnson, Councilmembers Tony Singh, Ken Eaken, Lisa Norman, Andrew Evans, and Michel Hambrick, County-David Hillock and Steve Knippen.

II. PUBLIC INFRASTRUCTURE & PROJECT COSTS

Estimated Project Costs^{1,2}

Project Description	Estimated Cost	Status ³
Comprehensive Lighting Lakefront	\$2,000,000	In progress
Property Acquisition and Improvements	\$50,000,000	In progress
Cottonwood Park - Phase I	\$5,000,000	In progress
Little Elm Park Future Development	\$19,000,000	In progress
Park Improvements at Water Tower -The Lawn	\$2,500,000	In progress
Youth Sports Improvements	\$7,000,000	In progress
Main Street traffic light	\$500,000	In progress
Lakefront Plazas and Public Parking	\$2,000,000	On-going
Landscaping	\$10,000,000	On-going
Trails/Parks Maintenance	\$3,000,000	On-going
Website -Marketing	\$3,000,000	On-going
Shuttle	\$600,000	On-going
Banners	\$600,000	On-going
Beach Sand	\$900,000	On-going
Lakefront Lighting Project	\$500,000	On-going
Electrical Boxes	\$50,000	On-going
Special Events Sponsorships/ Administration	\$3,000,000	On-going
Signage/ Placemaking	\$3,000,000	On-going
Event/Performing Arts Center	\$6,000,000	Project not commenced
Cottonwood Park - Future Phases	\$17,000,000	Project not commenced
Public Safety Services	\$15,000,000	Project not commenced
Cove Expansion	\$22,000,000	Project not commenced
Main Street	\$5,000,000	Completed
Clark Street	\$1,000,000	Completed
Lakefront Parking at Hula Hut	\$3,000,000	Completed
Rec Center	\$6,000,000	Completed
Rec Center Expansion	\$6,000,000	Completed
Little Elm Park -Swim Beach	\$4,000,000	Completed
Lakefront Trail	\$6,000,000	Completed
Button Street	\$1,500,000	Completed
The Cove	\$24,000,000	Completed
Lakefront Storm Sewer	\$350,000	Completed
Beard Park Improvements	\$5,000,000	Completed
Lakefront parking lot expansion	\$3,330,000	Completed
Woodrow Circle	\$515,000	Completed
Charging Station	\$80,000	Completed
Total Estimated Project Costs	\$238,425,000	

1 – As provided in the TIRZ #3 2021 Amended Project and Finance Plan.

2 – See Appendix B for funding sources related to TIRZ #3 Project Costs.

3 – On-going reflects projects which are maintenance related projects.

Estimated Non-Project Costs

As provided in the TIRZ #3 2021 Amended Project and Finance Plan the estimated amount of non-project costs of \$169,000,000.

III. ANNUAL FINANCIALS

Pursuant to State Law (Section 311.016, Tax Code), the following financial information is required for the fiscal year ending September 30, 2024 (unless otherwise noted):

1. Amount and source of revenue in the tax increment fund established for TIRZ #3:

Tax Increments received	\$913,316
Sales Tax Increments received	\$170,306
Interest income earned	<u>\$ 27,979</u>
Total Revenue	\$1,111,601

2. Amount and purpose of expenditures from the tax increment fund established for TIRZ #3:

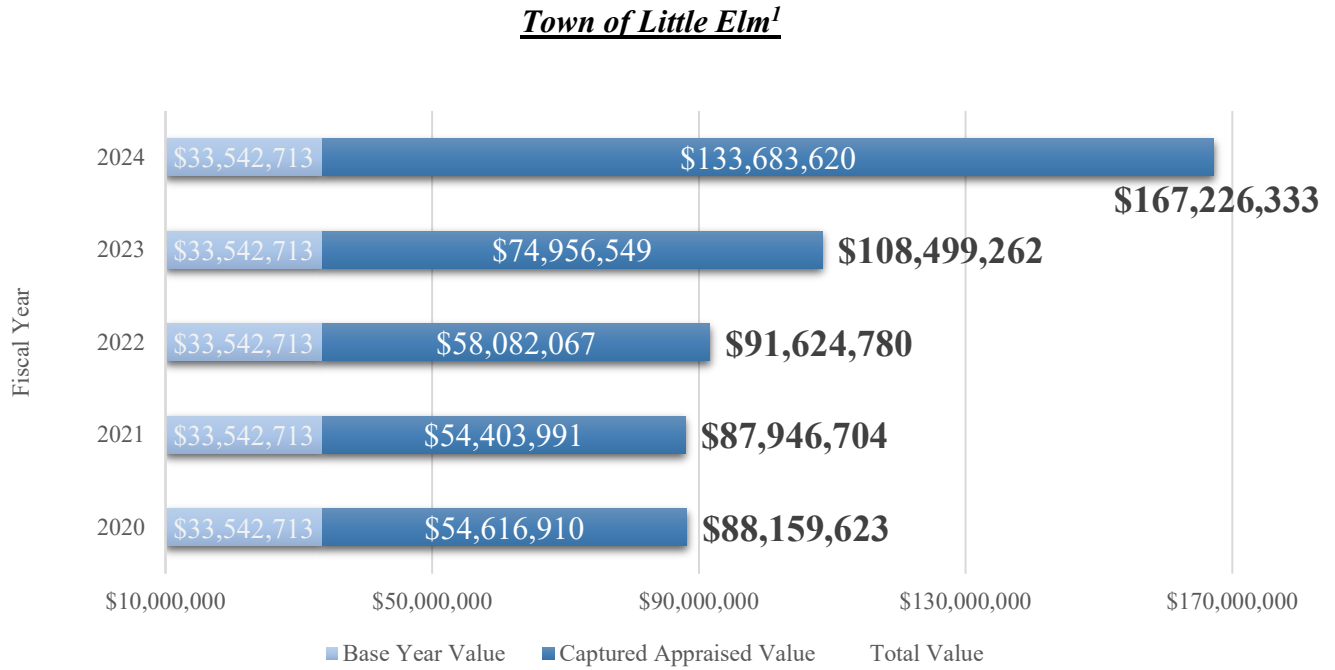
Total Expenditures*	\$708,379
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*Refer to Appendix B for additional fiscal year 2024 TIRZ related expenditures

3. Amount of principal and interest due on outstanding indebtedness:

Based on the current outstanding bonded indebtedness for TIRZ #3, the principal due was \$195,000 and the interest due was \$118,244 for fiscal year 2024.

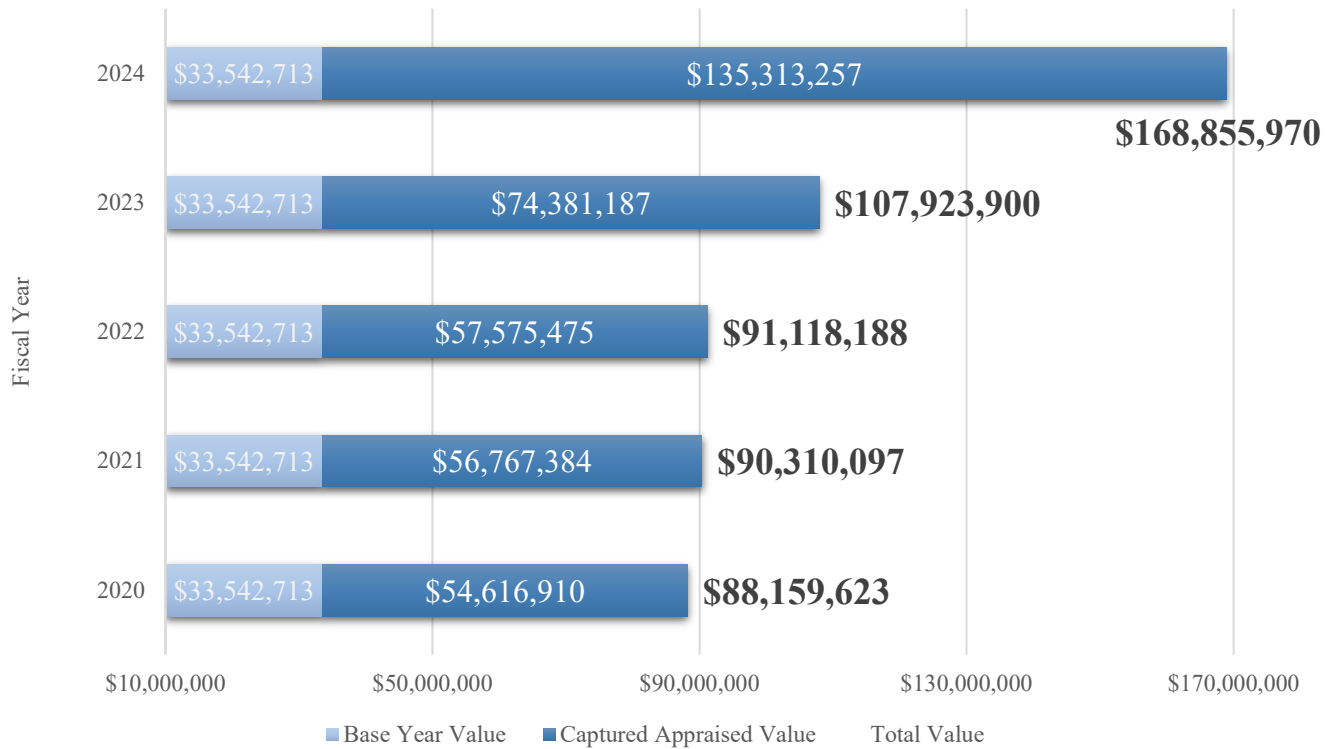
4. Tax Increment base and current captured appraised value retained by TIRZ #3:



1 – Town participation is 100% of ad valorem property tax revenues generated from annual captured appraised values.

Tax Increment base and current captured appraised value retained by TIRZ #3:

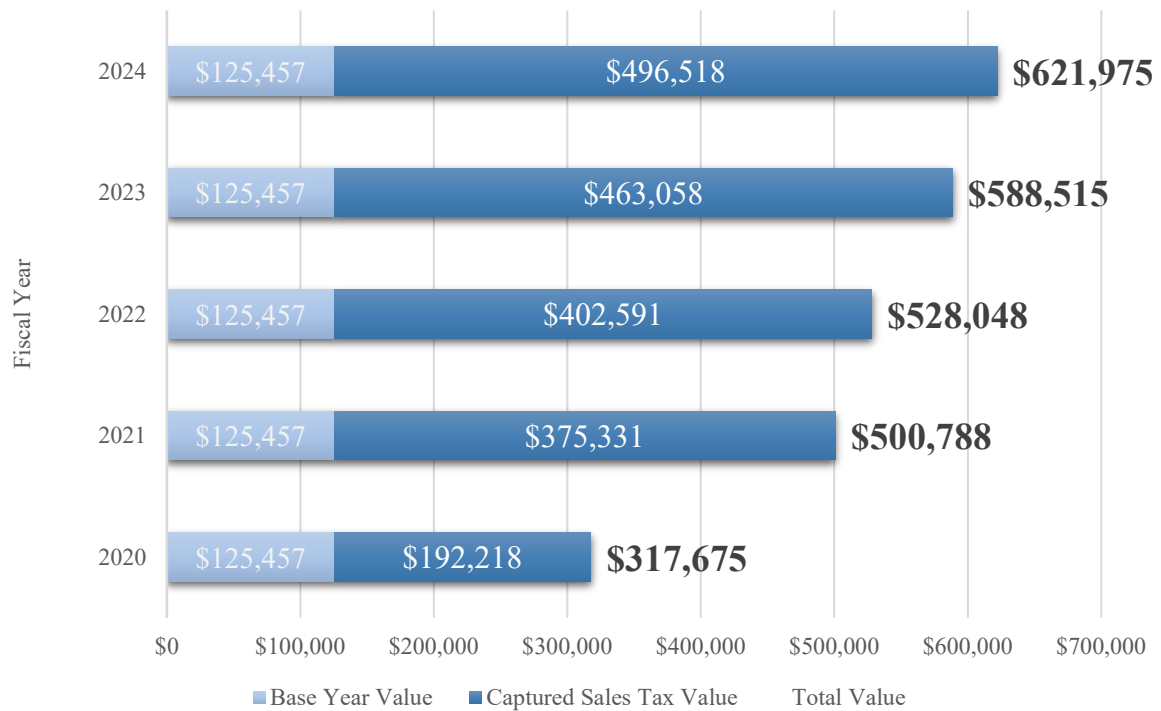
Denton County¹



1 – County participation is 50% of ad valorem property tax revenues generated from annual captured appraised values.

Tax Increment base and current captured appraised value retained by TIRZ #3:

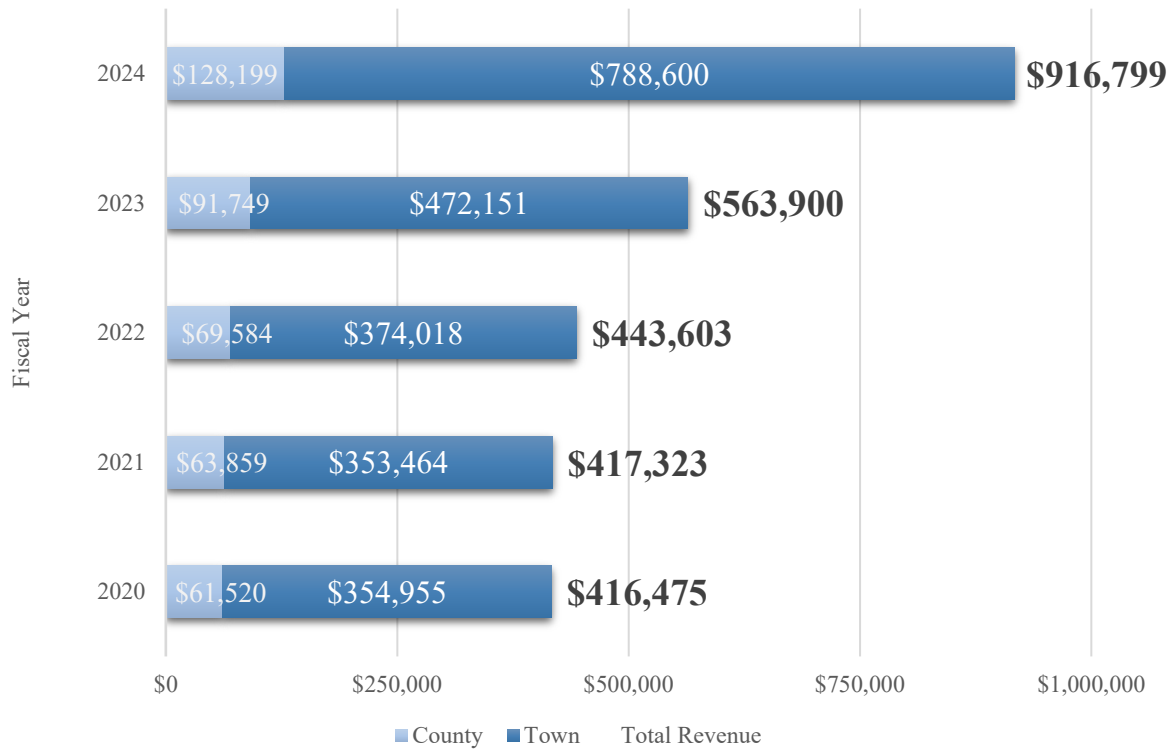
Sales Tax – Town, EDC, & CDC¹



1 – Town participation is 10% of one cent (\$0.01) of sales tax revenues generated from annual captured sales tax values. EDC participation is 80% of one-half cent (\$0.005) of sales tax revenues generated from annual captured sales tax values. CDC participation is 80% of one-quarter cent (\$0.0025) of sales tax revenues generated from annual captured sales tax values.

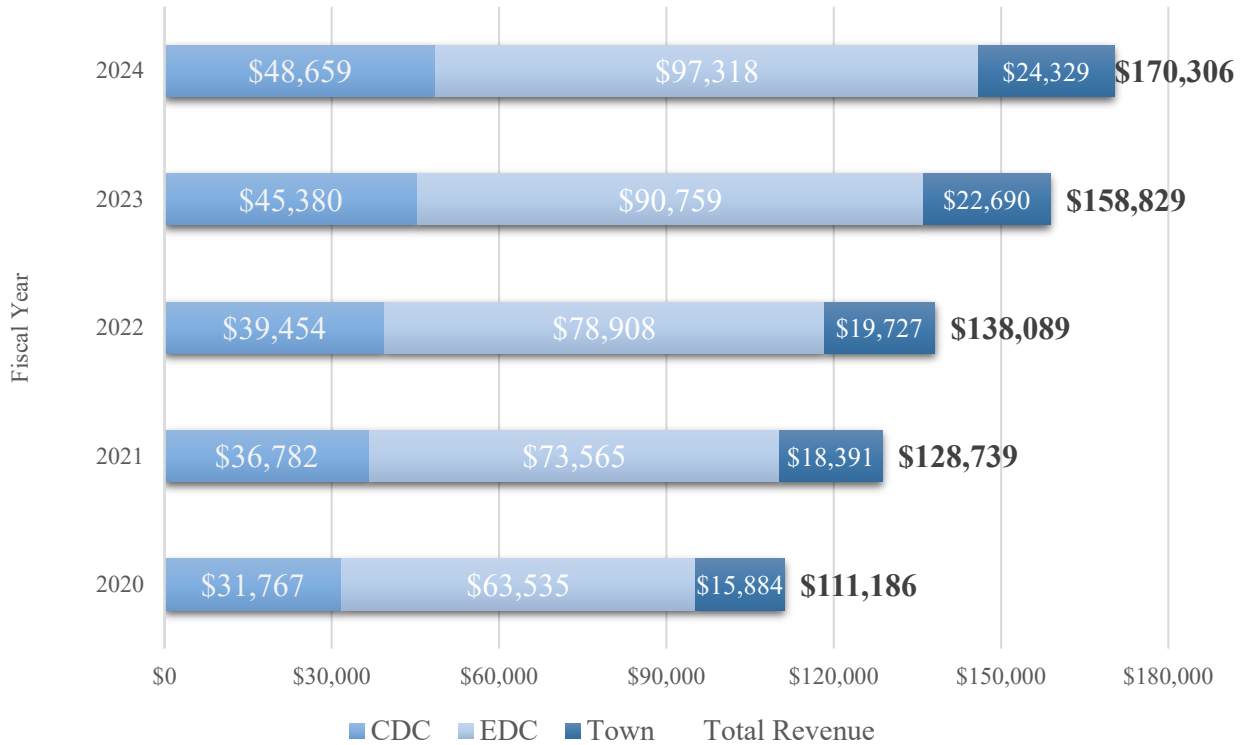
5. Total amount of the tax incremental revenue received, and any additional information necessary to demonstrate compliance with the tax increment project and financing plan adopted by the governing body of the municipality.

Ad Valorem
Town of Little Elm & Denton County¹



1 – Town participation is 100% of ad valorem property tax revenues generated from annual captured appraised values. County participation is 50% of ad valorem property tax revenues generated from annual captured appraised values.

Sales Tax
CDC, EDC, & Town



1 – Town participation is 10% of one cent (\$0.01) of sales tax revenues generated from annual captured sales tax values. EDC participation is 80% of one-half cent (\$0.005) of sales tax revenues generated from annual captured sales tax values. CDC participation is 80% of one-quarter cent (\$0.0025) of sales tax revenues generated from annual captured sales tax values.

IV. TIRZ FUND FINANCIAL STATEMENT

TIRZ FUND FINANCIAL STATEMENT ***Fiscal Year ending September 30, 2024***

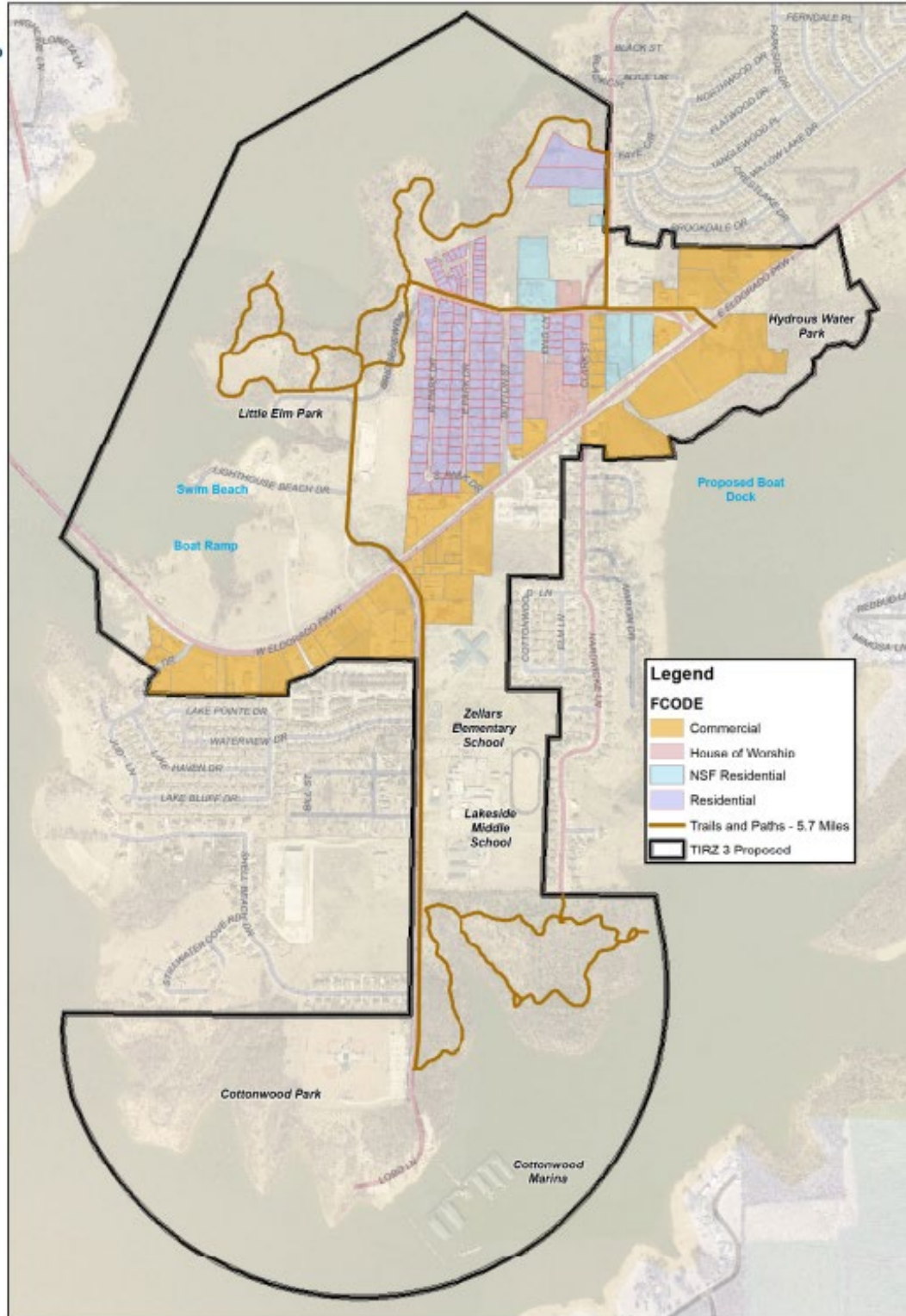
			Total
<hr/>			
Beginning Balance:			
	<i>10/1/2023</i>	\$	216,920
Revenues:			
Property Tax:			
Town		\$	785,117
Delinquent		\$	-
County		\$	128,199
Property Rollback Taxes		\$	-
Sales Tax			
Town of Little Elm		\$	24,329
EDC		\$	97,318
CDC		\$	48,659
Interest		\$	27,979
TOTAL REVENUES		\$	1,111,600
Expenditures:			
TIRZ Expenditures ¹		\$	708,379
TOTAL EXPENDITURES		\$	708,379
Ending Balance:			
	<i>9/30/2024</i>	\$	620,141

1 – For additional TIRZ expenditure details refer to Appendix B.

APPENDIX A TIRZ #3 MAP

TIRZ # 3
Boundary Map

Appendix A



LITTLE ELM LAKEFRONT DISTRICT

Town of Little Elm
Denton County, Texas
Date: 9/25/2013

0 45 90 135



This map is the property of the Town of Little Elm, and is not to be reproduced in any form, mechanical or digital, without written consent of the Town.
This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

APPENDIX B
TIRZ #3 EXPENDITURES

Appendix B

Town of Little Elm

Tax Increment Reinvestment Zone No. 3

Exhibit F-2: Public Infrastructure - Description and Projected Funding Sources

Item	Description	Funding Source
1	Storm Sewer needs through Lakefront	Bond
2	Gathering areas in Lakefront	General Fund/Bond
3	Reconstruction of Main Street: Lobo Lane to FM 720	Bond (May 2009)
4	Reconstruction of Main Street to Eldorado Parkway	General Fund
5	Internal Public Streets: Parking/ Drives	Bond (November 2013)
6	Landscaping in Lakefront	Future General Fund
7	Lighting along the Public Streets in Lakefront	Future General Fund
8	Providing landscaping, trees, equipment in Lakefront	Future General Fund
9	Meeting places for events (\$200-\$300 per square foot 10,000 SF)	Future General Fund
10	Gathering place for community events/ Rec Center	Bond (May 2009)
11	Additional Fitness Equipment & Gymnasium	Bond (CDC/General Fund)
12	Land acquisition for Lakefront	Capital Loan
13	Expansion of Swim Beach at Little Elm Park	Bond (2013)
14	Expansion & Preservation of Beard Park	Bond (2013)
15	Expansion of Trail System in Lakefront	Bond
16	Pavilion, Parking lot, Utilities, Restroom, Trails	Future Bond
17	Extension of Trail System	Bond/Grant
18	Camping Area and Cabins	Future Bond
19	Promoting Lakefront	General Fund
20	Provide transportation within Lakefront	General Fund
21	Promote district boundaries and branding	General Fund
22	Maintain beach amenity	General Fund
23	Designate Lakefront district	General Fund
24	Branding Lakefront district	General Fund
25	Events to draw patrons into Lakefront area for tourism	General Fund
26	Provide safe environment for citizens and tourist in Lakefront	General Fund

Note: As provided by EDC as of 8/27/21



Date: 02/18/2025
Agenda Item #: 5. C.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Accept the **Annual Financial Report for Tax Increment Reinvestment Zone #4 (TIRZ #4) for the reporting period ending September 30, 2024.**

DESCRIPTION:

State law, Section 311.016 of the Texas Tax Code requires the governing body of a municipality or county to submit a report on the state of the reinvestment zone created by the municipality to the chief executive officer of each taxing unit that levies property taxes on real property in the zone. A copy of this annual report must be submitted to the Texas Comptroller of Public Accounts on or before the 150th day following the end of its fiscal year. The intent of this report is to comply with state law as well as provide an overview and transparency of the financial condition of TIRZ #4.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

TIRZ #4 Board recommends acceptance of the TIRZ #4 annual financial report for fiscal year reporting period 2024.

Attachments

TIRZ #4 Annual Financial Report FY 2024



LITTLE ELM

**Tax Increment Reinvestment Zone #4
(TIRZ #4)**

ANNUAL REPORT

FISCAL YEAR 2024

**TOWN OF LITTLE ELM, TEXAS
TAX INCREMENT REINVESTMENT ZONE #4**

As of September 30, 2024

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I. YEAR END SUMMARY OF MEETINGS/TOWN COUNCIL/BOARD ACTIONS

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III. TIRZ EXPENDITURES – CAPITAL IMPROVEMENTS

IV. ANNUAL FINANCIALS

V. TIRZ FUND FINANCIAL STATEMENT

APPENDIX A – TIRZ MAPS

I. YEAR END SUMMARY OF MEETINGS/TOWN COUNCIL/BOARD ACTIONS

In July 2014, the Town of Little Elm Town Council appointed members for the Tax Increment Reinvestment Zone #4 (“TIRZ #4”) Board of Directors. TIRZ #4 was created to identify and assist in financing various road improvements, water distribution system improvements, sanitary sewer collection system improvements, and storm sewer collection system improvements to benefit the property within TIRZ #4 and which are outlined in greater detail in Section II of this report.

Board members appointed and currently serving are: Town—Mayor Curtis J. Cornelious, Mayor Pro-Tem Jamell T. Johnson, Deputy Mayor Pro-Tem Tony Singh and Councilmembers Ken Eaken, Lisa G. Norman, Andrew Evans, and Michel Hambrick.

II. PUBLIC INFRASTRUCTURE & PROJECT COSTS

Estimated Project Costs

Project Description	TIRZ Funded Project Costs¹	Non-TIRZ Project Costs²	Total	Status
Road improvements	\$9,706,000	\$10,440,349	\$20,146,349	Substantially Complete
Water distribution system improvements	\$2,068,000	\$4,271,592	\$6,339,592	Substantially Complete
Sanitary sewer improvements	\$2,260,000	\$6,526,045	\$8,786,045	Substantially Complete
Storm drainage improvements	\$1,215,000	\$2,444,072	\$3,659,072	Substantially Complete
Other soft and miscellaneous costs	\$5,769,000	\$4,445,898	\$10,214,898	Substantially Complete
Total Estimated Non-Project Costs	\$21,018,000	\$28,127,956	\$49,145,956	

1 – As provided in the TIRZ #4 Project and Financing Plan.

2 – Estimated Non-TIRZ Project Costs are shown as provided in Section II of the 2024-25 Annual Service and Assessment Plan Update for Valencia PID No. 1 and Valencia PID No. 2, respectively. The estimated Non-TIRZ Project costs shown above reflect the total cost of all projects within TIRZ #4 (\$49,145,956) less the identified TIRZ Project Costs shown above.

III. TIRZ EXPENDITURES – CAPITAL IMPROVEMENTS

TIRZ Expenditures

As of Fiscal Year ending September 30, 2024

Expenditure	Period¹	Phase #1^{1,2}	Improvement Area #2^{1,2}	Major Improvement Area^{1,2}	Total
Valencia PID Participation	FY2015-2019	\$277,735	\$80,434	\$28,993	\$387,162
Valencia PID Participation	FY2020	\$198,198	\$202,285	\$10,751	\$411,234
Valencia PID Participation	FY2021	\$221,658	\$322,624	\$29,483	\$573,766
Valencia PID Participation	FY2022	\$235,921	\$389,005	\$71,420	\$696,346
Valencia PID Participation	FY2023	\$260,579	\$458,809	\$166,132	\$885,520
Valencia PID Participation	FY2024	\$266,544	\$491,999	\$223,437	\$981,981
Total		\$1,460,635	\$1,945,157	\$530,216	\$3,936,008

1 – Represent various subphases of development within TIRZ #4.

2 – Represent approved Valencia PID participation amounts approved by Town Council annually in the respective Annual Service and Assessment Plan Updates. Amounts are derived from approximately 46% of the Town taxes collected as of the time the Annual Service and Assessment Plan Update was approved by Town Council.

IV. ANNUAL FINANCIALS

Pursuant to State Law (Section 311.016, Tax Code), the following financial information is required and for the fiscal year ending September 30, 2024 (unless otherwise noted):

1. Amount and source of revenue in the tax increment fund established for TIRZ #4:

Tax Increments received	\$1,054,898
Interest income earned	\$29,029
Total Revenue	\$1,083,927

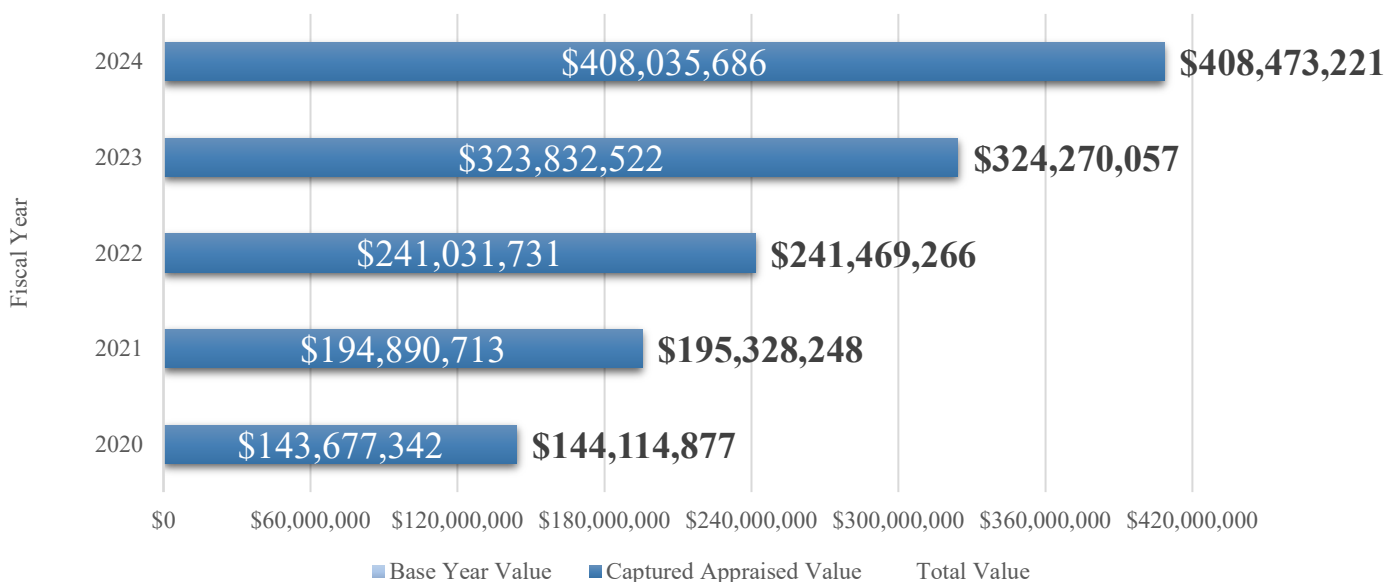
2. Amount and purpose of expenditures from the tax increment fund established for TIRZ #4:

PID Participation	
Bank of New York (PID Trustee) MIA	\$223,437
Bank of New York (PID Trustee) Ph #1	\$266,805
Bank of New York (PID Trustee) IA #2	\$492,438
Transfer to General Fund (excess funds)	\$114,391
Other	\$0
Total Expenditures	\$1,097,071

3. Amount of principal and interest due on outstanding indebtedness:

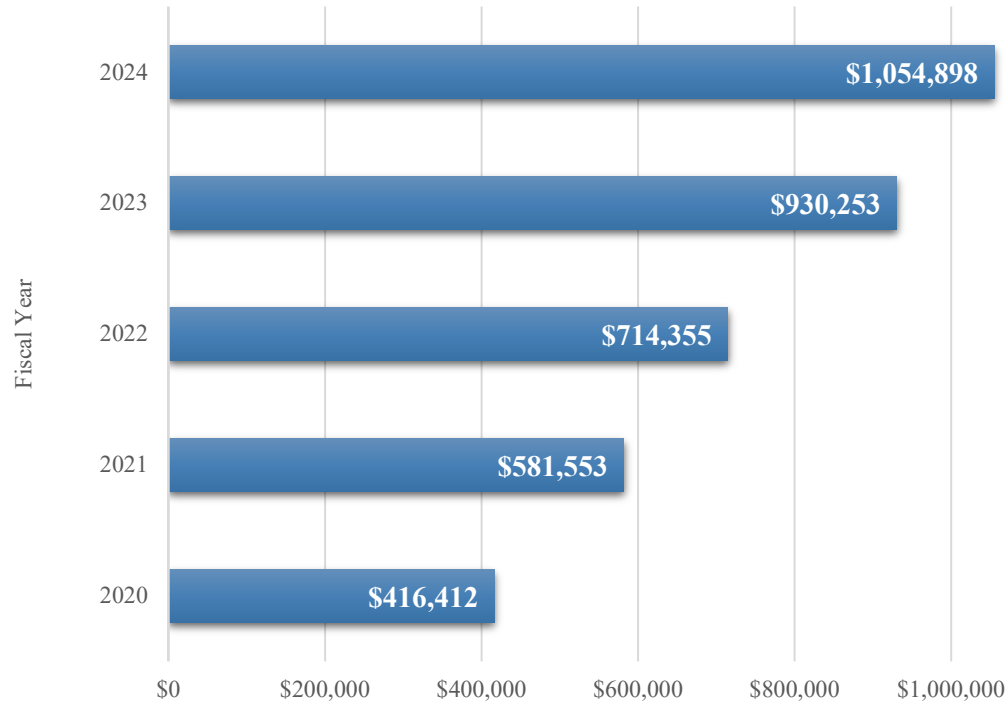
As of September 30, 2024, there is no bonded indebtedness for TIRZ #4. TIRZ projects were financed with proceeds of various bond issuances related to Valencia PID No.1.

4. Tax Increment base and current captured appraised value retained by TIRZ #4¹:



1 – Town is only participating jurisdiction. Town participation is 46% of ad valorem property tax revenues generated from annual captured appraised values. Base year value for all years shown above is \$437,535.

5. Total amount of the tax incremental revenue received, and any additional information necessary to demonstrate compliance with the tax increment project and financing plan adopted by the governing body of the municipality¹



1 – Town is only participating jurisdiction. Town participation is 46% of ad valorem property tax revenues generated from annual captured appraised values.

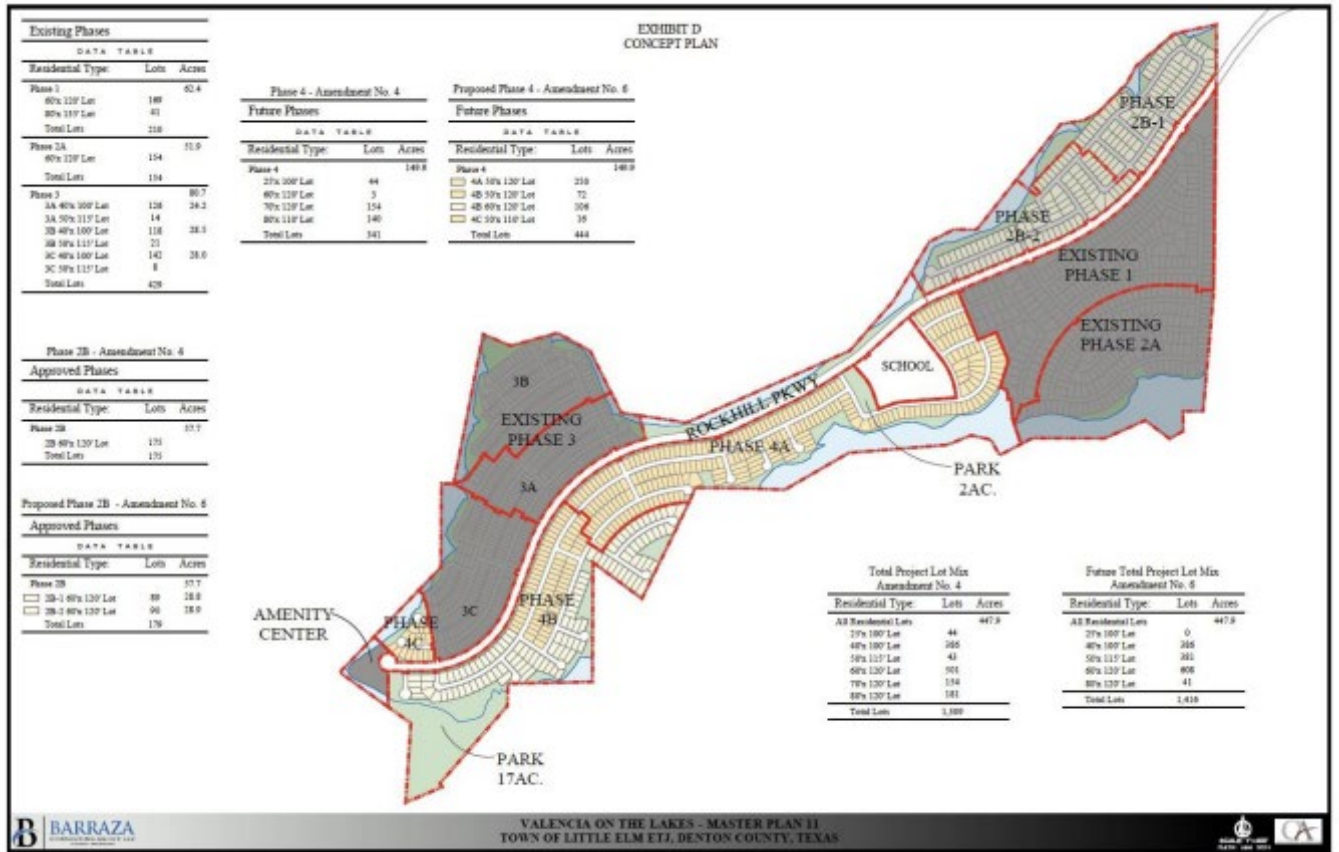
V. TIRZ FUND FINANCIAL STATEMENT

TIRZ FUND FINANCIAL STATEMENT¹ ***As of Fiscal Year ending September 30, 2024***

		Total
Beginning Balance:		
	<i>10/1/2023</i>	\$ 114,391
Revenues:		
Property Tax:		
Town	\$	1,054,898
Delinquent	\$	-
County	\$	-
Property Rollback Taxes	\$	-
Sales Tax	\$	-
Interest	\$	29,029
TOTAL REVENUES	\$	1,083,927
Expenditures:		
Land Purchases	\$	-
Professional Services	\$	-
Economic Development Grants	\$	-
PID Participation	\$	1,097,071
Construction/Improvements	\$	-
Interest Expense	\$	-
TOTAL EXPENDITURES	\$	1,097,071
Ending Balance:		
	<i>9/30/2024</i>	\$ 101,247

1 – The TIRZ obligation for a given year represents the TIRZ credits required to offset the respective Valencia PID Assessments. Pursuant to Chapter 311.014(d), any remaining balance in the TIRZ #4 fund can be transferred to the Town's general fund after all eligible TIRZ obligations have been paid.

APPENDIX A TIRZ MAP





Date: 02/18/2025
Agenda Item #: 5. D.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to **Transfer the Remaining Balance in Tax Increment Reinvestment Zone #4 (TIRZ #4) to the Town's General Fund.**

DESCRIPTION:

Each year, TIRZ #4 is obligated to transfer property tax collections received to the Valencia PID that participates in this reinvestment zone. This is reflected in the annual Service Assessment Plan that approves certain project expenditures and establishes the PID assessment. The PID obligations from TIRZ #4 are reflected as a TIRZ credit in each area and parcel in Valencia PID. See below an excerpt from the 2024-2025 Service Assessment Plan approved by the TIRZ Board and Council on August 20, 2024.

AREA	2024-2025 TIRZ CREDIT
Phase One	\$266,805
Major Improvement Area	\$223,437
Phase Two	\$492,438
TOTAL	\$982,680

Pursuant to Chapter 311.014(d), any remaining balance in the TIRZ #4 fund can be transferred to the Town's General Fund after all eligible TIRZ obligations have been paid. At the end of fiscal year 2024, the balance remaining in TIRZ #4 is \$101,247. This amount comes from the prior year's balance in addition to the activity from FY2024. Staff is requesting these funds be transferred to the Town's General Fund.

BUDGET IMPACT:

This transfer will allow the balance to be utilized in the General Fund for government services.

RECOMMENDED ACTION:

TIRZ #4 Board recommends approval to transfer the balance of \$101,247 in TIRZ #4 to the Town's General Fund.



Date: 02/18/2025
Agenda Item #: 5. E.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Accept the **Annual Financial Report for Tax Increment Reinvestment Zone #5 (TIRZ #5) for the reporting period ending September 30, 2024.**

DESCRIPTION:

State law, Section 311.016 of the Texas Tax Code requires the governing body of a municipality or county to submit a report on the state of the reinvestment zone created by the municipality to the chief executive officer of each taxing unit that levies property taxes on real property in the zone. A copy of this annual report must be submitted to the Texas Comptroller of Public Accounts on or before the 150th day following the end of its fiscal year. The intent of this report is to comply with state law as well as provide an overview and transparency of the financial condition of TIRZ #5.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

TIRZ #5 Board recommends acceptance of the TIRZ #5 annual financial report for fiscal year reporting period 2024.

Attachments

TIRZ #5 Annual Financial Report FY 2024
Appendix A - TIRZ #5 Map
Appendix B - Non Project Costs Spiritas Ranch
Appendix B - Non Project Costs Spiritas East



LITTLE ELM

**Tax Increment Reinvestment Zone #5
(TIRZ #5)**

ANNUAL REPORT

FISCAL YEAR 2024

**TOWN OF LITTLE ELM, TEXAS
TAX INCREMENT REINVESTMENT ZONE #5**

As of September 30, 2024

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IV. ANNUAL FINANCIALS

V. TAXABLE VALUE HISTORY

VI. TIRZ FUND FINANCIAL STATEMENT

APPENDIX A – TIRZ MAPS

APPENDIX B – NON-PROJECT COSTS

I. YEAR END SUMMARY OF MEETINGS/TOWN COUNCIL/BOARD ACTIONS

In 2014, the Town of Little Elm Town Council appointed members for the Tax Increment Reinvestment Zone #5 (“TIRZ #5”) Board of Directors. TIRZ #5 was created to identify and assist in financing various road improvements, water distribution system improvements, sanitary sewer collection system improvements, storm sewer collection system improvements, parks and trail improvements, public utilities purchase, and economic development grants to benefit the property within TIRZ #5 and which are outlined in greater detail in Section II of this report.

Board members appointed and currently serving are: Town—Mayor Curtis Cornelious, Mayor Pro-Tem Jamell Johnson, and Councilmembers Tony Singh, Ken Eaken, Lisa Norman, Andrew Evans, and Michel Hambrick.

II. PUBLIC INFRASTRUCTURE & PROJECT COSTS

TIRZ #5
Estimated Project Costs¹

		Status
Roadway Improvements, Water Distribution System Improvements, Sanitary Sewer management Improvements, Storm Water Management Improvements, Parks, Trails, landscaping and hardscaping, Public Utilities Purchase, Economic Development Grants (including applicable interest and other soft and miscellaneous costs)	\$184,000,000	Ongoing and are anticipated to be completed with the completion of the Spiritas Ranch and Spiritas East developments
Total	\$184,000,000	

1 – As provided in the Amended Project and Financing Plan approved on May 4, 2021 by the Town.

TIRZ #5
Estimated Non-Project Costs

For additional details regarding the TIRZ #5 estimated Non-Project Costs, please refer to Appendix B of this report.

III. TIRZ EXPENDITURES – CAPITAL IMPROVEMENTS

***TIRZ #5
TIRZ Expenditures***

As of Fiscal Year ending September 30, 2024

Expenditure	Period¹	Total^{2,3}
Repayment of TIRZ Bonds	FY2022	\$692,232
Repayment of TIRZ Bonds	FY2023	\$1,024,456
Repayment of TIRZ Bonds	FY2024	\$1,201,958
Total		\$2,918,646

1 – Represents applicable periods of expenditures since issuance of TIRZ bonds and the amendment of the TIRZ #5 Project and Financing Plan.

2 – Represent 50% of the incremental Town taxes levied and collected. Amounts collected are according to the Denton County Tax Office records as of September 30, 2024.

3 – Amounts collected do not include applicable administrative expenses withheld by the Town for TIRZ #5.

***TIRZ #5
Outstanding TIRZ Projects Obligations***

TIRZ Projects Obligation	Period	Total¹
\$184,000,000		
	FY2022	\$692,232
	FY2023	\$1,024,456
	FY2024	\$1,201,958
Outstanding Obligation		\$181,258,855

1 – As of September 30, 2024.

IV. ANNUAL FINANCIALS

Pursuant to State Law (Section 311.016, Tax Code), the following financial information is required for the fiscal year ending September 30, 2024 (unless otherwise noted):

1. Amount and source of revenue in the tax increment fund established for TIRZ #5:

Tax Increments received	\$1,258,826
Interest income earned	\$3,649
Total Revenue	\$1,262,475

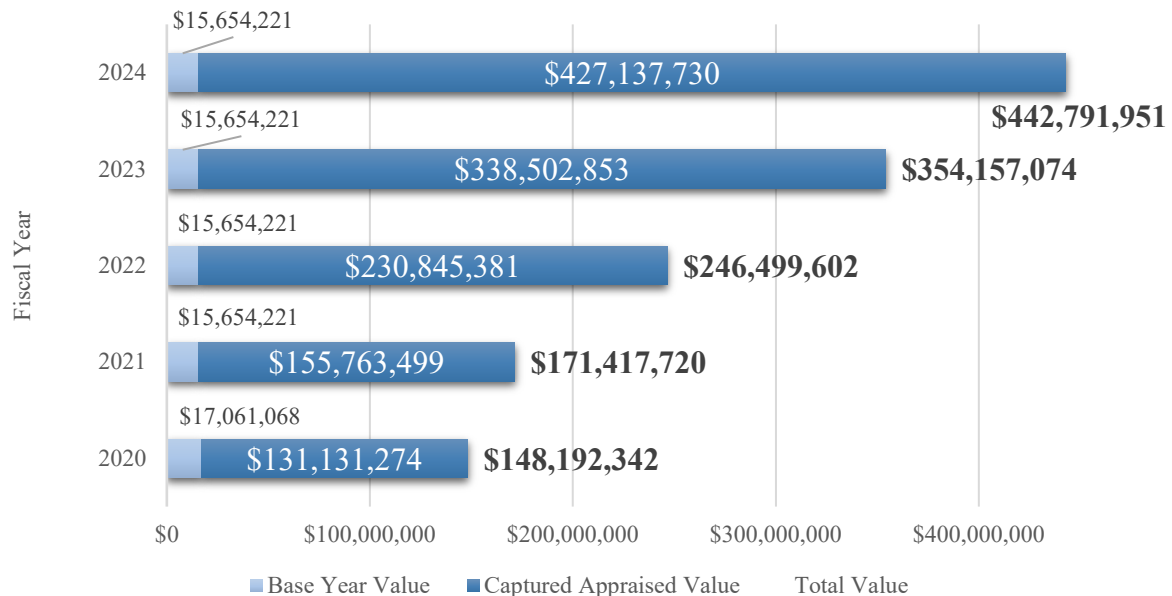
2. Amount and purpose of expenditures from the tax increment fund established for TIRZ #5:

Repayment of TIRZ Bonds	\$1,201,958
Professional Services	\$50,000
Total Expenditures	\$1,251,958

3. Amount of principal and interest due on outstanding indebtedness:

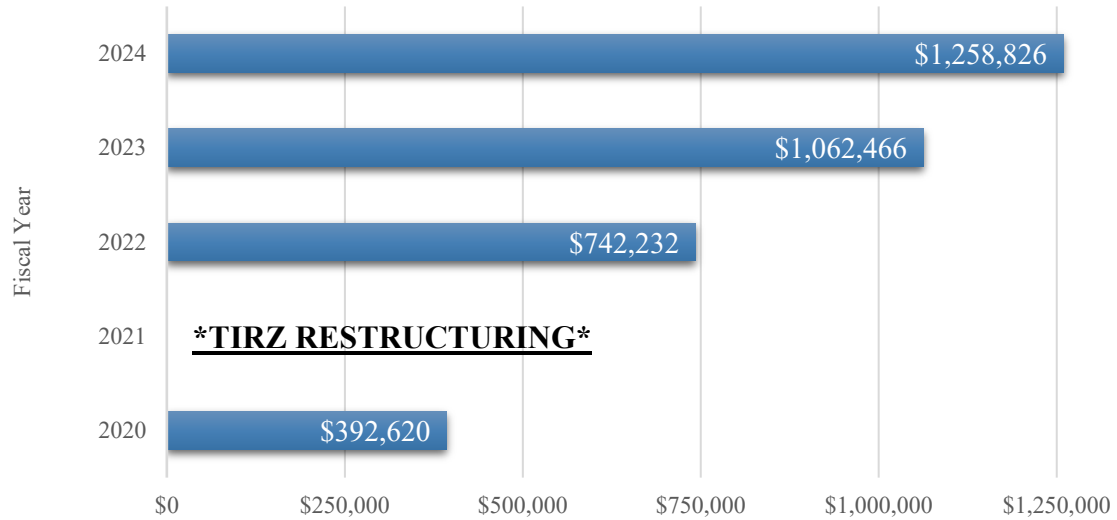
The total TIRZ commitment is \$184,000,000 less amounts paid through September 30, 2024 of \$2,918,647 resulting in a current outstanding indebtedness of \$181,258,855.

4. Tax Increment base and current captured appraised value retained by TIRZ #5¹:



1 – TIRZ #5 was restructured in 2021. Prior to restructuring, the Town committed 46% of incremental ad valorem property taxes and 50% of sales tax generated within the TIRZ. The current TIRZ structure eliminated the sales tax commitment and adjusted the Town's participation of incremental ad valorem property taxes to 50%.

5. Total amount of the tax incremental revenue received, and any additional information necessary to demonstrate compliance with the tax increment project and financing plan adopted by the governing body of the municipality¹



1 – Due to the restructuring of TIRZ #5 in fiscal year 2021, the Town was permitted to sweep any remaining balance at the conclusion of fiscal year 2021. Commencing in fiscal year 2022, the Town began collecting and calculating incremental revenues pursuant to the terms of the TIRZ #5 restructuring.

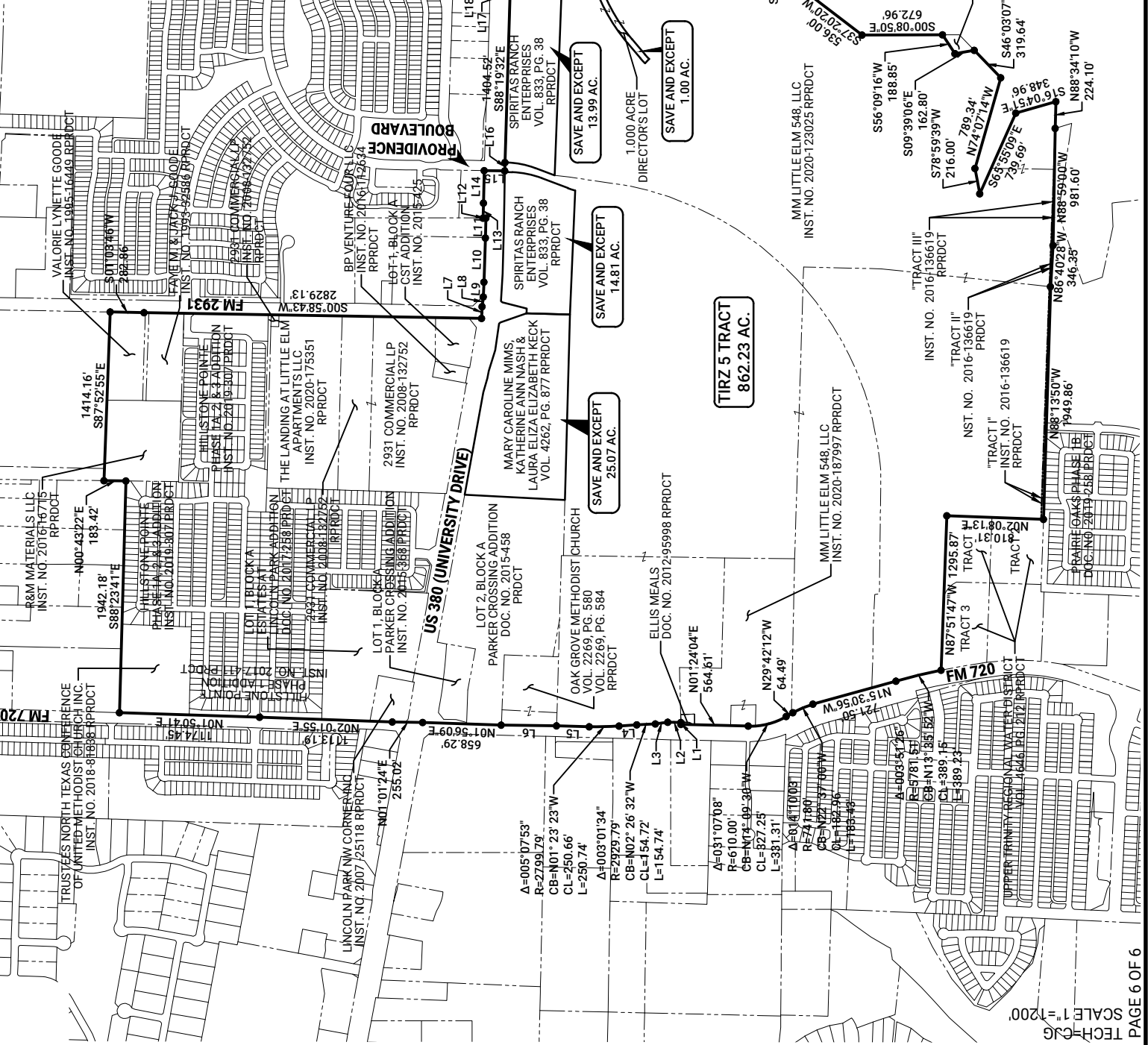
V. TIRZ FUND FINANCIAL STATEMENT

TIRZ FUND FINANCIAL STATEMENT *As of Fiscal Year ending September 30, 2024*

		Total
Beginning Balance:		
	<i>10/1/2023</i>	\$ -
Revenues:		
Property Tax:		
Town	\$	1,258,826
Delinquent		
County	\$	-
Property Rollback Taxes	\$	-
Sales Tax	\$	-
Interest	\$	3,649
TOTAL REVENUES	\$	1,262,475
Expenditures:		
Land Purchases	\$	-
Professional Services	\$	50,000
Economic Development Grant	\$	-
TIRZ Bonds	\$	1,201,958
Construction/Improvements	\$	-
Interest Expense	\$	-
TOTAL EXPENDITURES	\$	1,251,958
Ending Balance:		
	<i>9/30/2024</i>	\$ 10,517

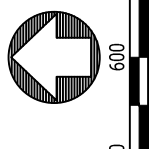
1 – Ending fiscal year 2024 balance reflects excess funds transferred to the TIRZ #5 bond trustee.

LINE TABLE			LINE TABLE		
LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE
L11	S88°08'45"E	166.45'	L1	N88°35'14"E	14.96'
L12	N00°00'00"E	24.13'	L2	N01°25'09"E	109.00'
L13	S88°47'40"E	126.10'	L3	N08°03'14"W	105.97'
L14	S88°40'05"E	272.38'	L4	N03°57'19"W	149.61'
L15	S00°56'56"W	173.10'	L5	N01°36'16"E	273.49'
L16	S88°18'55"E	71.25'	L6	N00°43'58"E	462.84'
L17	S87°55'29"E	34.49'	L7	S87°26'29"E	99.35'
L18	N85°31'36"E	176.89'	L8	S84°05'13"E	81.16'
L19	S88°15'31"E	241.46'	L9	S87°14'59"E	124.66'
			L10	S88°08'42"E	369.49'



TIRZ 5 EXHIBIT
862.23 ACRE TRACT
SITUATED IN THE
TOWN AND ETJ OF LITTLE ELM
DENTON COUNTY, TEXAS

BARRAZA
CONSULTING GROUP, LLC
TBPLS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 20683
801 East Campbell Road, Ste. 650
Richardson, Texas 75081
TELEPHONE - (214)-484-7055
PROJECT NO. 2019017
DATE March 2021



APPENDIX B - NON-PROJECT COSTS (SPIRITAS RANCH)

COMMUNITY NAME: Spiritas Ranch						GROSS ACREAGE: 548.0	
PHASES: Full Development						NET ACREAGE: 439.0	
CITY OR TOWN: Town of Little Elm, Denton County						TOTAL LOTS: 2,156	
						TOTAL DENSITY: 4.91	
						LANDPLAN: 25	
						CREATED BY: MC	
						REVIEWED BY: AB	
						CREATED: 04/06/20	
						REVISED: 06/29/23	
Direct Phase Costs							
Lot Count		TOTALS	PHASE 1	PHASE 1L	PHASE 1M	PHASE 1G (1H)	FUTURE PHASES
		2156	547	109	158	243	1099
1	Engineering	\$ 5,641,612	\$ 1,388,588	\$ 276,147	\$ 383,593	\$ 550,636	\$ 3,042,647
2	Grading Site Preparation	\$ 1,932,580	\$ 593,844	\$ 94,162	\$ 136,491	\$ 209,920	\$ 898,164
3	Water	\$ 9,549,154	\$ 2,225,060	\$ 505,183	\$ 810,067	\$ 998,564	\$ 5,010,280
4	Sanitary Sewer	\$ 13,437,382	\$ 2,403,088	\$ 540,343	\$ 734,392	\$ 954,969	\$ 8,804,590
5	Storm Drain	\$ 12,023,381	\$ 3,083,651	\$ 581,396	\$ 915,048	\$ 843,751	\$ 6,599,535
6	Street Improvements	\$ 19,677,740	\$ 5,244,122	\$ 967,866	\$ 967,866	\$ 1,687,524	\$ 10,810,362
9	Contingency 5%	\$ 3,113,092	\$ 746,918	\$ 148,255	\$ 197,373	\$ 262,268	\$ 1,758,279
13	ROW Acreage ⁶	\$ 14,880,000	\$ 3,705,000	\$ 705,000	\$ 1,080,000	\$ 1,290,000	\$ 8,100,000
Total		\$ 80,254,941	\$ 19,390,271	\$ 3,818,352	\$ 5,224,830	\$ 6,797,632	\$ 45,023,856
Cost per Lot		\$ 37,224	\$ 35,448	\$ 35,031	\$ 33,069	\$ 27,974	\$ 40,968
Major Improvements Costs							
Lot Count		TOTALS	PHASE 1	PHASE 1L	PHASE 1M	PHASE 1G (1H)	FUTURE PHASES
		2156	547	109	158	243	1099
1	Engineering	\$ 3,238,607	\$ 1,759,771	\$ -	\$ 204,383	\$ 72,793	\$ 1,201,660
3	Water	\$ 2,703,776	\$ 1,476,315	\$ -	\$ 65,856	\$ 85,162	\$ 1,076,442
4	Sanitary Sewer	\$ 2,825,912	\$ 2,077,796	\$ -	\$ 256,534	\$ 73,382	\$ 418,200
5	Storm Drain	\$ 2,658,742	\$ 1,239,260	\$ -	\$ 168,555	\$ 12,204	\$ 1,238,722
6	Street Improvements	\$ 5,234,675	\$ 3,385,956	\$ -	\$ 370,729	\$ 257,448	\$ 1,220,541
7a	Screening/Landscape Walls	\$ 3,095,500	\$ 1,843,500	\$ -	\$ -	\$ -	\$ 1,252,000
8	Dry Utilities - Spiritas Median	\$ 1,551,189	\$ 1,396,189	\$ -	\$ -	\$ -	\$ 155,000
9	Contingency 5%	\$ 1,268,459	\$ 751,816	\$ -	\$ 70,332	\$ 25,049	\$ 421,262
10	District Formation Costs	\$ 1,200,000	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -
11	Turn Lane Improvements	\$ 1,704,344	\$ 328,764	\$ -	\$ 340,580	\$ -	\$ 1,035,000
12	Common Area Amenities & Trails	\$ 1,156,444	\$ 328,764	\$ -	\$ -	\$ -	\$ 827,680
13	ROW Acreage ^{6,6,7}	\$ 1,665,000	\$ -	\$ -	\$ 375,000	\$ 300,000	\$ 375,000
14	Perimeter Road ^{6,7}						
a	Engineering	\$ 292,485	\$ -	\$ -	\$ -	\$ -	\$ -
b	Water	\$ 434,285	\$ -	\$ -	\$ -	\$ -	\$ -
c	Sanitary Sewer	\$ 327,515	\$ -	\$ -	\$ -	\$ -	\$ -
d	Storm Drain	\$ 383,160	\$ -	\$ -	\$ -	\$ -	\$ -
e	Street Improvements	\$ 805,555	\$ -	\$ -	\$ -	\$ -	\$ -
f	ROW Acreage	\$ 555,000	\$ -	\$ -	\$ -	\$ -	\$ -
Total		\$ 31,100,648	\$ 15,788,131	\$ -	\$ 1,851,970	\$ 826,039	\$ 9,221,507
Cost per Lot		\$ 14,425	\$ 28,863	\$ -	\$ 11,721	\$ 3,399	\$ 8,391
Private Costs							
Lot Count		TOTALS	PHASE 1	PHASE 1L	PHASE 1M	PHASE 1G (1H)	FUTURE PHASES
		2156	547	109	158	243	1099
1	Engineering	\$ 1,605,279	\$ 336,767	\$ 67,107	\$ 97,275	\$ 149,606	\$ 954,524
2	Grading Site Preparation	\$ 10,877,373	\$ 1,680,687	\$ 334,908	\$ 485,464	\$ 746,631	\$ 7,629,683
7b	Ret Walls	\$ 3,932,206	\$ 678,656	\$ 135,235	\$ 196,029	\$ 301,487	\$ 2,620,800
8	Dry Utilities	\$ 1,306,049	\$ 51,043	\$ 51,043	\$ 38,855	\$ 60,108	\$ 1,105,000
9	Contingency 5%	\$ 1,036,045	\$ 237,358	\$ 29,415	\$ 40,881	\$ 62,892	\$ 665,500
12	Amenity Center	\$ 3,000,000	\$ 2,000,000	\$ -	\$ -	\$ -	\$ 1,000,000
Total		\$ 21,756,953	\$ 4,984,511	\$ 617,708	\$ 858,503	\$ 1,320,723	\$ 13,975,508
Cost per Lot		\$ 10,091	\$ 9,112	\$ 5,667	\$ 5,434	\$ 5,435	\$ 12,717
TOTALS		\$ 133,112,541	\$ 43,575,913	\$ 4,436,060	\$ 7,935,303	\$ 8,944,394	\$ 68,220,872
per lot		\$ 61,741	\$ 79,663	\$ 40,698	\$ 50,223	\$ 36,808	\$ 62,075
40' Lots		876	181	0	80	143	472
50' Lots		977	301	109	78	100	389
60' Lots		303	65	0	0	0	238
Total Lots		2156	547	109	158	243	1099
Remainder Improvements ⁵							
Lot Count		TOTALS	PHASE 1	PHASE 1L	PHASE 1M	PHASE 1G (1H)	FUTURE PHASES
		2156	547	109	158	243	1099
1	Engineering	\$ 309,000	\$ -	\$ -	\$ -	\$ -	\$ 309,000
4	Sanitary Sewer	\$ 1,959,417	\$ -	\$ -	\$ -	\$ -	\$ 1,959,417
9	Contingency 5%	\$ 113,421	\$ -	\$ -	\$ -	\$ -	\$ 113,421
TOTALS		\$ 2,381,838	\$ -	\$ -	\$ -	\$ -	\$ 2,381,838
per lot		\$ 1,105	\$ -	\$ -	\$ -	\$ -	\$ 2,167
THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT EVALUATION ONLY.							

THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT EVALUATION ONLY.

NOTES

1 Development cost does not include: City/District/County Fees, Bonds, & Permits

2 Development cost does not include: Rock Excavation, Landscaping, Irrigation, Monumentation, or Common Area Amenities

3 Professional Fees do not include: Geotechnical, Environmental, or SWPPP Administration.

4 Streets include Ryan Spiritas Pkwy, Hidden Oaks Trail, Spiritas Ranch Road

5 Remainder Improvements include Lift Station #2 and associated Force Main. Lift Station #2 total capacity is 1499 LUEs: 895 LUEs reserved for Spiritas Ranch, 146 for Spiritas East, 33 for Spiritas Ranch commercial acreage, 425 for neighbor commercial acreage. Cost shown is required for 895 LUE Spiritas Ranch, less \$230,000 in Spiritas East PID. Additional pumps will be required for future expansion.

6 Represents Additional Phase #1 Projects costs incorporated in OPC updated as of June 12, 2023.

7 Represents Additional Major Improvements costs incorporated in OPC updated as of June 12, 2023.

APPENDIX B - NON-PROJECT COSTS (SPIRITAS EAST)

COMMUNITY NAME: Spiritas Ranch		GROSS ACREAGE:	43.9
PHASES: East		NET ACREAGE:	28.9
CITY OR TOWN: Town of Little Elm, Denton County		TOTAL LOTS:	146
		TOTAL DENSITY:	5.05
		LANDPLAN:	2
		CREATED BY:	CH
		REVIEWED BY:	AB
		CREATED:	05/21/21
		REVISED:	09/22/21
Direct Phase Costs			
	Lot Count	EAST PHASE	146
1 Engineering		\$	266,209
2 Grading Site Preparation		\$	-
3 Water		\$	261,136
4 Sanitary Sewer		\$	494,200
5 Storm Drain		\$	561,241
6 Street Improvements		\$	1,087,602
7 Screening/Landscape Walls			
8 Ret Walls			
9 Dry Utilities			
10 Contingency 0%		\$	-
11 N/A			
	Total	\$	2,670,387
	Cost per Lot	\$	18,290
Major Improvements Costs			
	Lot Count	EAST PHASE	146
1 Engineering		\$	219,290
2 Grading Site Preparation		\$	-
3 Water		\$	161,000
4 Sanitary Sewer		\$	150,000
5 Storm Drain		\$	120,000
6 Street Improvements - Turn Lanes		\$	690,000
7 Screening/Landscape Walls			
8 Dry Utilities			
9 Common Area Amenities & Trails		\$	168,939
10 Contingency 0%		\$	-
11 District Formation Costs		\$	275,000
	Total	\$	1,784,230
	Cost per Lot	\$	12,221
	PID TOTALS	\$	4,454,618
	PID per lot	\$	30,511
Private Costs			
	Lot Count	EAST PHASE	146
1 Engineering		\$	214,324
2 Grading Site Preparation		\$	885,229
3 Water			
4 Sanitary Sewer			
5 Storm Drain			
6 Street Improvements			
7 Screening/Landscape Walls		\$	280,000
8 Ret Walls		\$	405,250
9 Dry Utilities		\$	146,000
10 Contingency 10%		\$	193,080
11 N/A			
	Total	\$	2,123,883
	Cost per Lot	\$	14,547
	GRAND TOTALS	\$	6,578,500
	GRAND TOTAL per lot	\$	45,058
	40' Cottage Lots		28
	40' Lots		89
	50' Lots		29
	Total Lots		146

THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT

NOTES

¹ Development cost does not include: City/District/County Fees, Bonds, & Permits

² Development cost does not include: Rock Excavation

³ Professional Fees do not include: SWPPP Administration

⁴ Unit costs in this OPC were provided to Barraza Consulting Group, LLC by RES



Date: 02/18/2025
Agenda Item #: 5. F.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Accept the **Annual Financial Report for Tax Increment Reinvestment Zone #6 (TIRZ #6) for the reporting period ending September 30, 2024.**

DESCRIPTION:

State law, Section 311.016 of the Texas Tax Code requires the governing body of a municipality or county to submit a report on the state of the reinvestment zone created by the municipality to the chief executive officer of each taxing unit that levies property taxes on real property in the zone. A copy of this annual report must be submitted to the Texas Comptroller of Public Accounts on or before the 150th day following the end of its fiscal year. The intent of this report is to comply with state law as well as provide an overview and transparency of the financial condition of TIRZ #6.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

TIRZ #6 Board recommends acceptance of the TIRZ #6 annual financial report for fiscal year reporting period 2024.

Attachments

TIRZ #6 Annual Financial Report FY2024
TIRZ #6 map



LITTLE ELM

**Tax Increment Reinvestment Zone #6
(TIRZ #6)**

ANNUAL REPORT

FISCAL YEAR 2024

**TOWN OF LITTLE ELM, TEXAS
TAX INCREMENT REINVESTMENT ZONE #6**

As of September 30, 2024

Table of Contents

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V. TIRZ FUND FINANCIAL STATEMENT

APPENDIX A – TIRZ MAPS

I. YEAR END SUMMARY OF MEETINGS/TOWN COUNCIL/BOARD ACTIONS

In November 2016, the Town of Little Elm Town Council appointed members for the Tax Increment Reinvestment Zone #6 (“TIRZ #6”) Board of Directors. TIRZ #6 was created to identify and assist in financing various road improvements, water distribution system improvements, sanitary sewer collection system improvements, and storm sewer collection system improvements to benefit the property within TIRZ #6 and which are outlined in greater detail in Section II of this report.

Board members appointed and currently serving are: Town—Mayor Curtis Cornelious, Mayor Pro-Tem Jamell Johnson, and Councilmembers Tony Singh, Ken Eaken, Lisa Norman, Andrew Evans, and Michel Hambrick.

II. PUBLIC INFRASTRUCTURE & PROJECT COSTS

Estimated Project Costs

Project Description	TIRZ Funded Project Costs	Non-TIRZ Project Costs	Total	Status
Road improvements	\$3,354,728	\$4,779,436	\$8,134,164	Substantially Complete
Water distribution system improvements	\$1,162,113	\$1,174,066	\$2,336,179	Substantially Complete
Sanitary sewer improvements	\$1,623,580	\$3,349,538	\$4,973,118	Substantially Complete
Storm drainage improvements	\$1,084,459	\$1,543,028	\$2,627,487	Substantially Complete
Other soft and miscellaneous costs	\$1,462,222	\$1,815,418	\$3,277,640	Substantially Complete
Total Estimated Non-Project Costs	\$8,687,102	\$12,661,486	\$21,348,588	

1 – As provided in the TIRZ #6 Project and Financing Plan.

2 – Estimated Non-TIRZ Project Costs are shown as provided in Section II of the 2024-25 Rudman Tract PID Annual Service and Assessment Plan Update for the Phase #2 Direct Improvement costs.

III. TIRZ EXPENDITURES – CAPITAL IMPROVEMENTS

TIRZ Expenditures

As of Fiscal Year ending September 30, 2024

Expenditure	Period	Phase #1	Major Improvement Area	Total
Rudman Tract PID Participation	FY2017–2019	\$6,633	\$3,061	\$9,694
Rudman Tract PID Participation	FY2020	\$21,217	\$3,090	\$24,307
Rudman Tract PID Participation	FY2021	\$43,626	\$3,177	\$46,804
Rudman Tract PID Participation	FY2022	\$79,561	\$4,755	\$84,315
Rudman Tract PID Participation	FY2023	\$156,874	\$4,733	\$161,607
Rudman Tract PID Participation	FY2024	\$228,130	\$7,518	\$235,648
Total		\$536,041	\$26,334	\$562,375

1 – Represent various subphases of development within TIRZ #6.

2 – Represent approved Rudman Tract PID participation amounts approved by Town Council annually in the respective Annual Service and Assessment Plan Updates. Amounts are derived from approximately 30% of the Town taxes collected as of the time the Annual Service and Assessment Plan Update was approved by Town Council.

IV. ANNUAL FINANCIALS

Pursuant to State Law (Section 311.016, Tax Code), the following financial information is required for the fiscal year ending September 30, 2024 (unless otherwise noted):

1. Amount and source of revenue in the tax increment fund established for TIRZ #6:

Tax Increments received	\$237,705
Interest income earned	\$6,099
Total Revenue	\$243,804

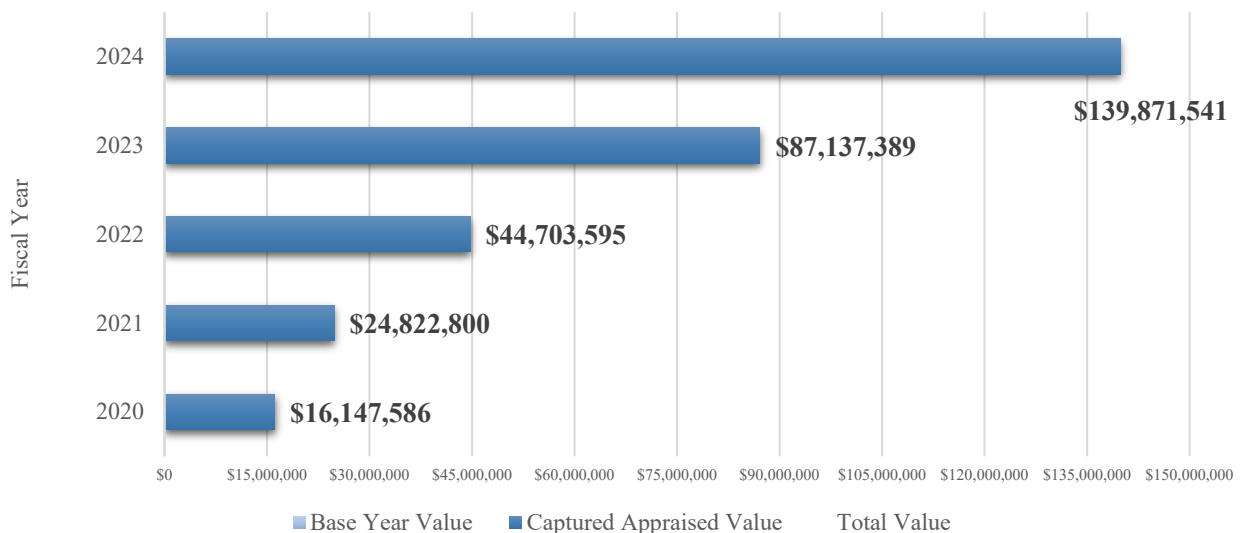
2. Amount and purpose of expenditures from the tax increment fund established for TIRZ #6:

PID Participation	
Wilmington Trust (PID Trustee) PH #1	\$228,130
Wilmington Trust (PID Trustee) MIA	\$7,518
Transfer to General Fund (excess funds)	\$11,294
Other	\$0
Total Expenditures	\$246,942

3. Amount of principal and interest due on outstanding indebtedness:

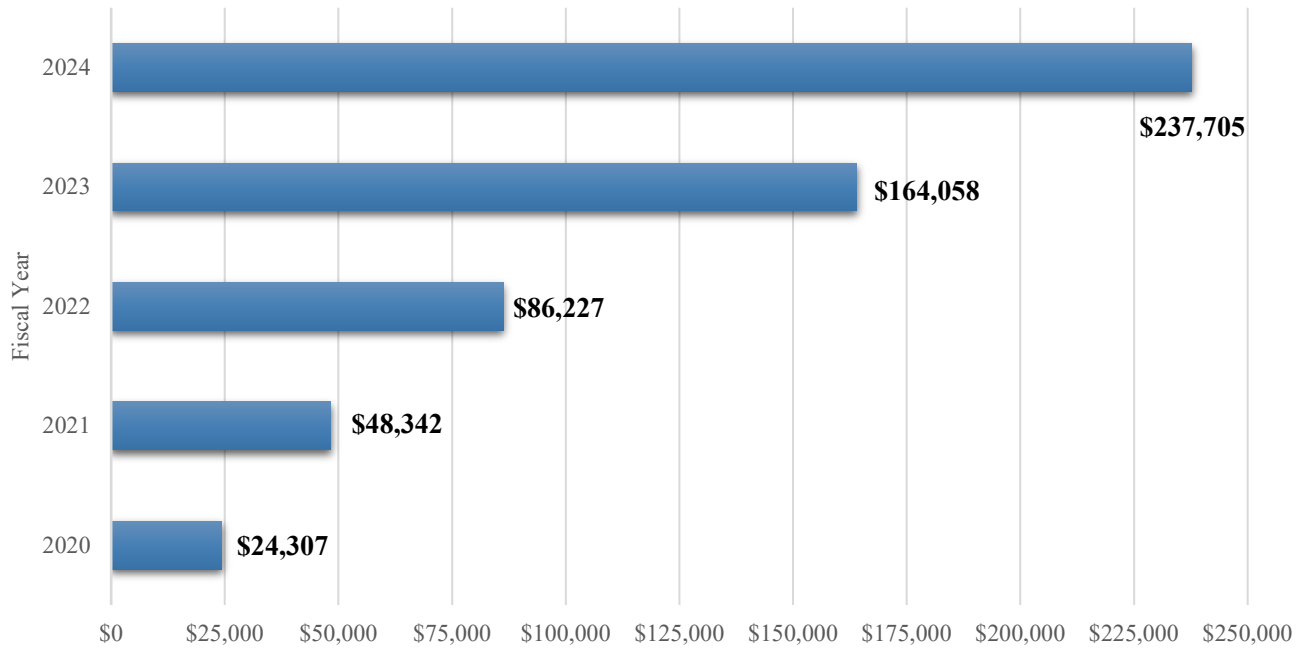
As of September 30, 2024, there is no bonded indebtedness for TIRZ #6. TIRZ projects were financed with proceeds of the Rudman Tract PID-related bonds issued in 2017.

4. Tax Increment base and current captured appraised value retained by TIRZ #6:



1 – Town is only participating jurisdiction. Town participation is 30% of ad valorem property tax revenues generated from annual captured appraised values. Base year value for all years shown above is \$20,669.

5. Total amount of the tax incremental revenue received, and any additional information necessary to demonstrate compliance with the tax increment project and financing plan adopted by the governing body of the municipality¹



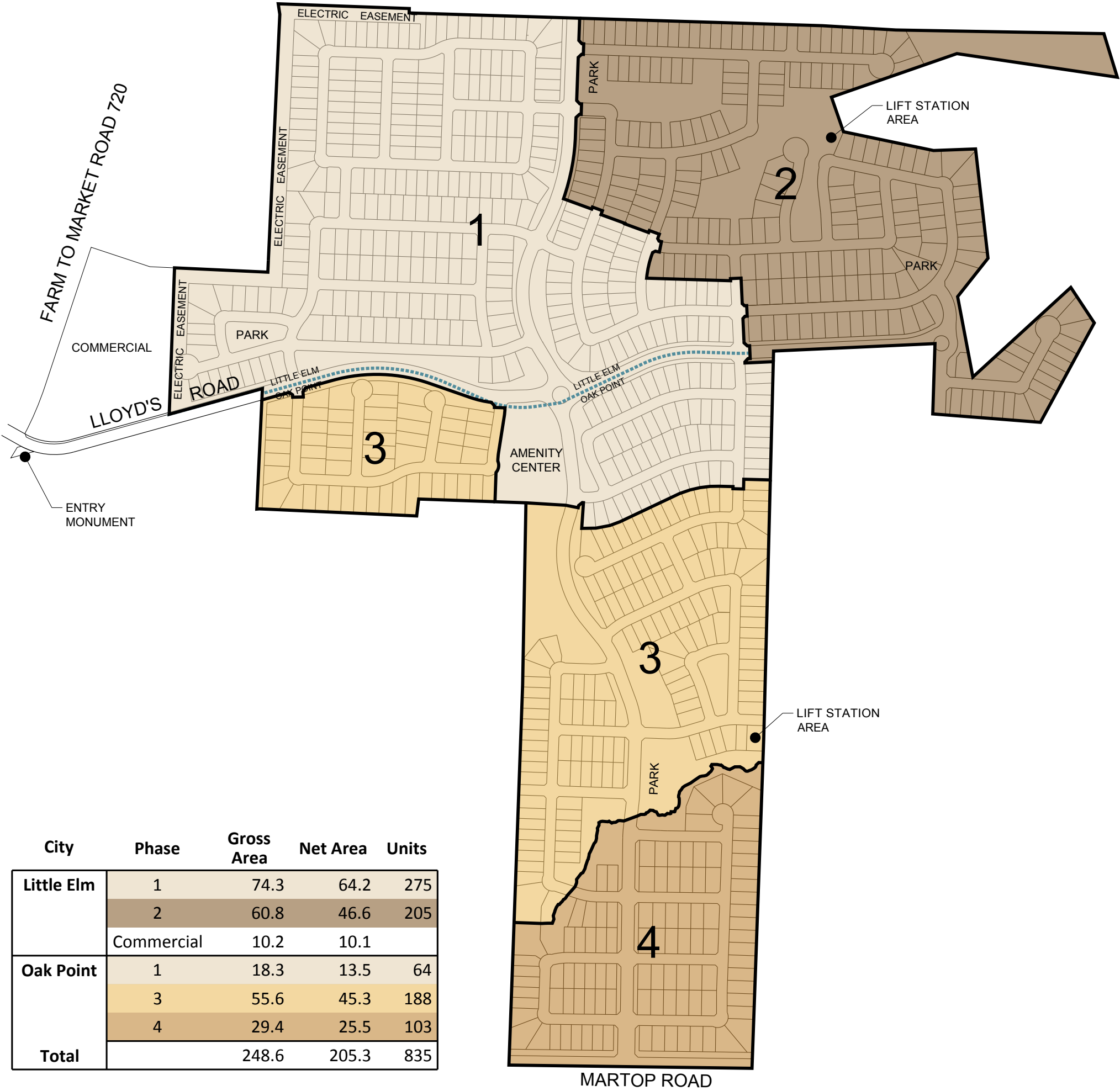
1 – Town is only participating jurisdiction. Town participation is 30% of ad valorem property tax revenues generated from annual captured appraised values.

V. TIRZ FUND FINANCIAL STATEMENT

TIRZ FUND FINANCIAL STATEMENT¹
As of Fiscal Year ending September 30, 2024

		Total
Beginning Balance:		
	<i>10/1/2023</i>	\$ 11,295
Revenues:		
Property Tax:		
Town	\$	237,705
Delinquent	\$	-
County	\$	-
Property Rollback Taxes	\$	-
Sales Tax	\$	-
Interest	\$	6,099
TOTAL REVENUES	\$	243,804
Expenditures:		
Land Purchases	\$	-
Professional Services	\$	-
Economic Development Grant	\$	-
PID Participation	\$	246,942
Construction/Improvements	\$	-
Interest Expense	\$	-
TOTAL EXPENDITURES	\$	246,942
Ending Balance:		
	<i>9/30/2024</i>	\$ 8,157

1 – The TIRZ obligation for a given year represents the TIRZ credits required to offset the respective Rudman Tract PID Assessments. Pursuant to Chapter 311.014(d), any remaining balance in the TIRZ #6 fund can be transferred to the Town's general fund after all eligible TIRZ obligations have been paid.



City	Phase	Gross Area	Net Area	Units
Little Elm	1	74.3	64.2	275
	2	60.8	46.6	205
	Commercial	10.2	10.1	
Oak Point	1	18.3	13.5	64
	3	55.6	45.3	188
	4	29.4	25.5	103
Total		248.6	205.3	835

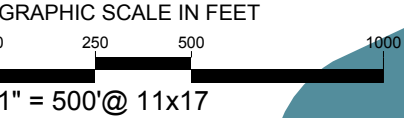
*Phase 1 Areas include offsite Lloyd Road improvements
**Net Area is net of Open Spaces, Electric Easement, Amenity Center, Parks & Areas not to be developed

Phase	Little Elm		Oak Point		Phase
	50' Lot	60' Lot	50' Lot	60' Lot	Total
1	186	89	64		339
2	124	81			205
3			133	55	188
4			38	65	103
Total	310	170	235	120	835

PHASE MAP

Rudman
NORTH

City of Oak Point & Town of Little Elm, Texas
January 2017



Kimley»Horn

5750 Genesis Court
Suite 200
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928



Date: 02/18/2025
Agenda Item #: 5. G.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to **Transfer the Remaining Fund Balance in Tax Increment Reinvestment Zone #6 (TIRZ #6) to the Town's General Fund.**

DESCRIPTION:

Each year, TIRZ #6 is obligated to transfer property tax collections received to the Rudman Track PID that participates in this reinvestment zone. This is reflected in the annual Service Assessment Plan that approves certain project expenditures and establishes the PID assessment. This PID obligations from TIRZ #6 is reflected as a TIRZ credit in each area and parcel in Rudman Tract PID. See below an excerpt from the 2024-2025 Service Assessment Plan approved by the TIRZ Board and Council on August 20, 2024.

AREA	2024-2025 TIRZ #6 CREDIT
Phase One	\$228,130
Major Improvements	\$7,518
TOTAL	\$235,648

Pursuant to Chapter 311.014(d), any remaining balance in the TIRZ #6 fund can be transferred to the Town's General Fund after all eligible TIRZ obligations have been paid. At the end of fiscal year 2024, the balance remaining in TIRZ #6 is \$8,156.79. This amount comes from the prior year's balance in addition to the activity from FY2024. Staff is requesting these funds be transferred to the Town's General Fund.

BUDGET IMPACT:

This transfer will allow the balance to be utilized in the General Fund for government services.

RECOMMENDED ACTION:

TIRZ #6 Board recommends approval to transfer the balance of \$8,156.79 in TIRZ #6 to the Town's General Fund.



Date: 02/18/2025
Agenda Item #: 5. H.
Department: Public Works
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Jason Shroyer, Director of Public Works

AGENDA ITEM:

Consider Action to Approve a **Professional Services Agreement with Freese and Nichols, Inc., for Design Study and Preliminary Design Services Related to the Mansell Pump Station Improvements Project in the amount of \$529,250 and Authorize the Town Manager to Execute the Contract.**

DESCRIPTION:

During the Town's latest Impact Fee and Water Model analysis, it was determined that multiple upgrades to the existing water system and pumping infrastructure would be required to support future growth. This assessment identified three key capital improvement projects:

1. Westside Pump Station
2. Mansell Pump Station Transmission Line Improvements
3. Mansell Pump Station Improvements

The first two projects are currently in the design phase, and the attached professional services agreement will initiate the design process for the Mansell Pump Station Improvements project. As the Town's only water storage and pumping facility, the Mansell Pump Station supplies water to all utility customers. With growing demand placing increasing strain on the system, the station is approaching capacity and requires significant upgrades. Additionally, due to the age of its equipment, facilities, and infrastructure, various improvements are necessary to ensure continued reliability and efficiency.

Freese and Nichols, Inc. will conduct a comprehensive assessment of the existing pump station site, including a hydraulic analysis of the water system, to identify the most effective solution for meeting the community's future needs. Additionally, they will perform a full site survey and subsurface utility exploration (SUE) to detect any potential conflicts with the proposed design plans. Their scope of work includes the following tasks:

1. Pump Station Alternatives Feasibility Analysis - The engineer will conduct a thorough assessment of the site and a detailed hydraulic analysis of the existing infrastructure to identify the best solution for accommodating future growth. They will also develop conceptual exhibits for these options and provide the Town with an Engineer's Opinion of Probable Construction Cost (OPCC).

2. Preliminary Design - The engineer will provide preliminary design services for the selected option following the completion of the feasibility analysis. The goal of these services is to develop plans that reach approximately 30% design completion, allowing for a more detailed cost analysis of the proposed improvements. This information will help Town staff integrate the project into future CIP planning efforts. Additionally, the engineer will conduct a comprehensive site survey, subsurface utility exploration (SUE), and a detailed geotechnical analysis.

A full breakdown of the costs is provided below:

Basic Services	Cost
Pump Station Alternatives Feasability Analysis	\$87,000
Preliminary Design - Pump Station	\$285,000
Special Services	
Final Design Allowance (allowance)	\$90,000
Survey - Pump Station	\$9,000
Subsurface Utility Exploration (SUE)	\$18,250
Geotechnical Study	\$40,000
Total	\$529,250

Staff has reviewed the engineer's proposal and determined it to be both comprehensive and reasonable. Funding for the project is allocated within the Utility Capital Improvement budget. The final report is expected to be completed approximately 10 months after contract execution. Upon completion, a final design contract will be negotiated and presented to the Council for consideration at a later date.

BUDGET IMPACT:

Capital expenditures have been outlined in the Town's Capital Improvement Project List and are funded by CIP reserves.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Contract

EXHIBIT B - WORK ORDER

MAPS # _____

MAPS DATE: _____

Pursuant to and subject to the referenced Master Agreement for Professional Services (MAPS), between the Town of Little Elm, Texas ("Owner"), and **Freese and Nichols, Inc.** ("Consultant"), Owner hereby requests that Consultant perform, and Consultant agrees to perform, the work described below upon the terms set forth in said MAPS and in this Work Order:

Work Order # _____ Project Name: **Mansell Pump Station Expansion Feasibility Analysis and Preliminary Design**

OWNER PROVIDED INFORMATION:

Work Site:	2600 Red Spruce Dr, Little Elm, TX
Work to be Performed:	See Scope of Work
Drawings/Plans are/are not attached:	NA
Specifications are/are not attached:	NA
Date and Time to Commence:	March 2025
Date and Time to Complete:	February 2026
Equipment, vehicles, tools, materials, supplies to be furnished or obtained through third parties by Owner:	NA
Billing Period:	Monthly-Through the end of each month, billed by the 10th of the following month.
Invoice Mailing Instructions:	Mail to: Town of Little Elm Accounts Payable 100 W. Eldorado Pkwy. Little Elm, TX 75068 Email to: accounts.payable@littleelm.org Include work order number, PO number, billing period, and project name,
Other Requirements or Variance from MSA (if any):	NA

CONSULTANT PROVIDED INFORMATION:

Compensation:

Basic Services (Lump Sum)

A. Pump Station Alternatives Feasibility Analysis	\$87,000.00
B. Preliminary Design – Pump Station	\$285,000.00
<i>Total Basic Services (Lump Sum)</i>	<i>\$372,000.00</i>

Special Services (CPM)

A. Final Design Allowance – Pump Station (1 Month Effort)	\$90,000.00
B. Survey – Pump Station	\$9,000.00
C. Subsurface Utility Engineering – Pump Station	\$18,250.00
D. Geotechnical Study	\$40,000.00
<i>Total Special Services (CPM)</i>	<i>\$157,250.00</i>

TOTAL CONTRACT: \$529,250.00

Scope of Work:

PROJECT DESCRIPTION: Freese and Nichols, Inc. (FNI) has worked with the Town of Little Elm (OWNER) to determine additional capacity is needed from the Mansell Pump Station as part of the Town's ongoing Comprehensive Land Use Update. The Feasibility and Preliminary Design of the Mansell Pump Station (the Project) will include:

1. Expansion of the existing Mansell Pump Station from 11 MGD to buildout capacity, including pumps, motors, piping, valves, electrical equipment, pump station building, and electrical room. Pump station will include HVAC, architectural, structural, plumbing, fire protection, chemical feed, electrical, instrumentation, and controls as required.
2. Site improvements including site piping, valves, site power distribution, site lighting, grading and drainage, paving, landscaping, irrigation, site water and wastewater utilities, fire protection water lines, potable water lines, telephone utility connections, and field instrumentation.
3. Back-up diesel electric generating facilities and containment structures with a generator connection cabinet. Automatic throwover controls will be provided in the main electrical equipment lineup. The generator will provide backup power for the firm capacity of the pump station. A maximum of two options will be considered for the generator sizing and configuration for the pump station.
4. New chemical feed and storage facility with automated chemical injection and mixing system into the existing ground storage tanks.
5. Electrical design will support the pump station including switchgears, motor controllers including variable frequency drives (VFD) or soft starters, step-down transformers, panelboards, control panels, and supervisory control and data acquisition (SCADA) cabinet. Electrical and SCADA equipment will be located in the electrical room. A maximum of three options will be included for evaluation of electrical configurations for the pump station.
6. Communication facilities that may consist of cellular or radio. It is assumed no fiber optic connections will be made.

The Mansell Pump Station Expansion design scope is for a feasibility analysis and the preliminary design phase only. Freese and Nichols, Inc. will identify and evaluate major cost items and make design decisions with considerations for the OWNER's budget during the preliminary design phase. The preliminary design will provide clarity for the detailed design phase scope that will be in a future agreement.

The following facilities are not part of the Project and will be provided by others:

1. Off-site SCADA control facilities at the OWNER's operations center.
2. Electric power service to the Project site(s), which will be provided by the electric utility company. It is anticipated that the connection will be on the secondary side of the utility transformer(s). FNI will design site grading, underground duct banks, and concrete equipment pads for utility equipment, if required.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

A. PUMP STATION ALTERNATIVES FEASIBILITY ANALYSIS

1. Attend one (1) kick-off meeting with the OWNER to discuss the scope of services, project schedule, preliminary Opinion of Probable Construction Cost (OPCC), assignments of personnel, and any other matters that may have direct or indirect effects upon the completion and results of this Project.
2. Conduct one (1) site visit with the Project team to determine from a field reconnaissance of the project area and the general layout of the land and existing structures and utilities any potential conflicts to be considered during site layout and pipeline design.
3. Hydraulic Analysis:
 - a. Utilize the updated future land use map to calculate projected water demands and timing of the pump station expansion.
 - b. Utilize the hydraulic model to develop system curves for the existing system and buildout system under average day and maximum day demand conditions.
4. Site Concept Planning:
 - a. Review available information from OWNER and public records including plats, aerial photography, GIS data, (water, sewer, storm drain, floodplain, etc.), and record drawings.
 - b. Evaluate the feasibility of three (3) layout alternatives of the pump station, yard piping, and access road:
 - i. Construct a new pump station adjacent to the existing 11 MGD pump station. The existing pump station will remain in-service and the new pump station will provide the additional capacity to meet buildout demands.
 - ii. Construct a new pump station sized for buildout capacity and decommission the existing 11 MGD pump station.
 - iii. Construct a new pump station for short term demands with the capacity to expand to buildout capacity. Phase the expansion of the new pump station and decommissioning of the existing pump station.
 - c. Alternatives evaluated will be limited to options that fit within the existing Mansell Pump Station property.
 - d. Evaluate the feasibility of horizontal pumps and vertical pumps for each layout alternative.
 - e. Evaluate the feasibility of an enclosed pump station.
 - f. Review zoning, site setbacks, and Code of Ordinances with the OWNER as well as other general development requirements that could impact the limits of where the pump station building can be located.
 - g. Compare constructability and preliminary phasing of each layout alternative.
 - h. Coordinate with the OWNER on general design preferences to be used for consideration of the overall footprint of the building. This footprint will be conceptually sized based on the recommended pump type and capacity. The pump and electrical room layouts will be further defined during the preliminary design.

5. Conceptual Exhibits and Cost Estimates:

- a. Develop conceptual exhibits for the three (3) layout alternatives.
- b. Develop conceptual cost estimates for the three (3) layout alternatives. Costs for off-site electrical power will be included as an allowance but may not be available from the utility at this stage of project development. Costs for land acquisition will not be included as it is assumed that all proposed improvements associated with the expansion will be within the limits of the existing site.

6. Conduct one (1) review meeting with the OWNER to present the alternatives studied and select a preferred alternative.

B. PRELIMINARY DESIGN: FNI shall provide preliminary design for the selected alternative from the Pump Station Alternatives Feasibility Analysis.

1. Preliminary Design Report (PDR) – Produce one (1) Preliminary Design Report including evaluations and recommendations for the Mansell Pump Station Expansion. The Preliminary Design Report will include the following:

a. Pump and Water System Hydraulic Analysis

- i. Determine the pump station system capacity and head requirements. Utilize the Town of Little Elm water system hydraulic model to develop system curves under current and buildout conditions. System curves will be developed for minimum head and maximum head conditions.
- ii. Determine number and size of pumps, including number of VFDs based upon hydraulic conditions, ease of operations, site conditions, and cost.
- iii. Evaluate available pump selections from manufacturers. Coordinate with pump manufacturers for pump selection, current cost, and delivery schedule estimates.
- iv. Determine size of pipelines and related facilities. Scope includes preliminary design of flow control valves, pipe and valve selection, flowmeter selection, conceptual surge control method, and miscellaneous appurtenances.
- v. Prepare a life cycle cost analysis of the pumping systems.

b. Pump Station Layout

- i. Conduct one (1) workshop with the OWNER to discuss layouts, equipment selection, construction materials, accessibility requirements, operation and maintenance criteria, OWNER's preferences, and alternatives to be studied.
- ii. Provide an evaluation of the arrangement of the pump station and develop one (1) schematic conceptual floor plan for the selected preferred layout.
 1. Evaluation will consider existing water lines, supply from multiple tanks, and connections to the proposed discharge pipelines.
 2. Evaluation will include layout of the pump station site and structure, piping and valve considerations, and flow metering requirements. Evaluation will also take into consideration construction phasing limitations.

c. Site Civil Design for Pump Station

- i. Determine a preliminary access plan and site paving layout with access to the pump station from Bigleaf Drive and Red Spruce Drive.
- ii. Review mass grading plans for the proposed pump station.

- iii. Determine locations of water and sanitary sewer service for the pump station.
 - iv. Identify utility conflicts with franchise utilities.
- d. Conceptual Pump Station Suction and Discharge Pipe
 - i. Identify alignment, interconnection, and valve concepts for the proposed yard pipe on the pump station site. This will include flow control valves for the ground storage tanks, pipe between the ground storage tanks, and pipe to the proposed pump station. Review construction sequencing to replace pipe infrastructure within conflict connecting the inlet valve, existing tanks, and proposed pump station.
- e. Conceptual Structural Design
 - i. Determine design criteria for the pump station sub-structure and super-structure. Determine equipment weights. Evaluate and determine the foundation design and other major structural components.
 - ii. Determine design criteria for a bridge crane.
 - iii. Identify boring locations for Final Design phase. The foundation design will be determined during Final Design, when the geotechnical investigation is complete.
- f. Conceptual Architectural Design
 - i. Establish design criteria for the architectural design of the pump station and chemical feed buildings.
 - ii. Preliminary building code review.
 - iii. Review and apply OWNER's preferences for roof system, sound attenuation, access, lighting, and other features for the pump station and chemical feed buildings.
 - iv. Provide two (2) non-rendered conceptual elevation options for the building exterior of the pump station (also applicable to chemical feed) to the OWNER for review. Any additional options will be an additional service.
 - v. Identify the preferred building system and construction material for the buildings. Exact material selection and color will not occur at this time.
- g. Conceptual Mechanical & Plumbing Design
 - i. Establish design criteria for the mechanical and plumbing design of the pump station.
 - ii. Determine plumbing for any restrooms or other support systems.
 - iii. The HVAC system will be designed to meet the needs of the equipment housed within the electrical room. The pump room will need to be ventilated and heated but not air conditioned.
 - iv. Heating and ventilation of the chemical building will be provided.
- h. Conceptual Fire Protection System Design
 - i. Establish design criteria for the fire protection systems design of the pump station.
 - ii. Review latest building and electrical codes to determine type of fire protection system.
- i. Conceptual Pump Station Electrical, Instrumentation & Controls Design
 - i. Establish design criteria for the electrical design of the pump station.
 - ii. Determine preliminary motor loads. Evaluate motor starting restrictions (if available) provided by CoServ and determine options for meeting the limits.

- iii. Determine if VFDs will be used, and if so, what type. Determine if soft starters are required for any constant speed pumps. Determine allowable manufacturers and general design requirements. Coordinate with hydraulic design for recommendations on variable and constant speed pumps. Pump operational benefits using VFDs will also be evaluated.
- iv. Determine the service voltage for the pump station.
- v. Determine the type of motor to be used.
- vi. Determine controls for pumps, valves, etc. with general description of controls. No control schematics will be provided in this phase.
- vii. Determine instrumentation required at the pump station.
- viii. Develop an electrical room floor plan and equipment layout. Determine general cable routing to the utility's service transformers.
- ix. Determine the preference for the security and access system that will be used including cameras and controlled access.
- x. Develop a concept plan for communication integrated with the OWNER'S existing SCADA system. Evaluate the use of radio and cellular communications for the pump station and considerations for redundancy. Coordinate with the OWNER's SCADA system integrator for information on the existing system. FNI will review the OWNER'S nearby Garza Lift Station, as an example.
- xi. Provide a general evaluation of manufacturers for equipment and a list of those that will be specified.
- xii. Evaluate an on-site generator versus hookups for the OWNER's 275 kW portable generator. Determine size and duration of fuel storage required to provide emergency back-up power to the pump station for on-site option.

j. Conceptual Chemical Feed System Design

- i. Establish design criteria for the chemical feed system design of the pump station.
- ii. Coordinate with the OWNER to obtain, review, and analyze distribution system water quality data.
- iii. As part of one (1) design development workshop, meet with the OWNER to present the technologies and configuration associated with boosting chloramine residuals in the distribution system including:
 - 1. Chlorine provision options (gaseous, bulk liquid, and on-site generated),
 - 2. Ammonia provision options (anhydrous ammonia, liquid ammonium sulfate, and aqueous ammonia),
 - 3. Chemical delivery options (gas regulators, peristaltic pumps, and diaphragm pumps),
 - 4. Chemical storage and containment options,
 - 5. Chemical injection strategies (in-line versus in-tank dosing),
 - 6. Residual control strategies, and
 - 7. In-tank mixing options

The OWNER will identify the preferred technologies and components from the above list to include in the basis of design. Recommendations provided from the West Side Pump Station Evaluation will be taken into consideration for implementation at this pump station.

k. Coordination with CoServ

- i. Coordinate with CoServ or their representatives to determine the requirements for power for the pump station. This scope of services assumes that design will begin on the secondary

side of transformers provided by the Utility. This scope of services does not include design of the power supply to the site.

- ii. Attend up to two (2) meetings with CoServ to review details of power feeds at the pump station site.
- iii. Update overall and phased load calculations and discuss power supply with CoServ and OWNER.
- iv. Discuss motor starting restrictions with CoServ.

2. Pump Station Design Development Workshops

- a. Present the analysis and recommendations for the pump station at a series of design workshops.
 - b. Conduct up to four (4) design development workshops.
3. Attend one (1) public meeting as required and prepare engineering display documents needed for the public meetings.
4. Furnish one (1) electronic PDF copy of the DRAFT Preliminary Design Report to the OWNER.
5. Conduct one (1) review with the OWNER to discuss the DRAFT PDR.
6. Incorporate comments from the OWNER in the PDR and furnish three (3) printed copies and one (1) electronic PDF copy of the FINAL Preliminary Design Report to the OWNER.

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

A. FINAL DESIGN ALLOWANCE – PUMP STATION (1 MONTH EFFORT)

1. It is anticipated that an additional contract or contract amendment will be executed within 1 month of the PDR completion that will include a 60% Submittal, 90% Submittal, Final Submittal, Bid Phase Services, and Construction Phase Services based on the recommendations of the PDR. FNI will begin work on the detailed design upon completion of the PDR up to the fee included for this task. There is no deliverable associated with this task and the specifics of the final design will be included in the contract amendment.

B. SURVEY – PUMP STATION

1. Survey and prepare a detailed design/topographic survey of the Mansell Pump Station site and the adjacent Bingleaf Drive court area. The survey will indicate all surface features, spot elevations, one-foot contours, right-of-way lines, driveways, lot lines, building, drainage structures, sidewalks, fences, trees six (6) inches in caliper and larger, visible utilities and utilities marked by Texas811, and will be based upon the Texas Coordinate System NAD83 and NAVD88 vertical control.

C. SUBSURFACE UTILITY ENGINEERING (SUE) – PUMP STATION

1. Provide SUE to Quality Level B for all utilities within the proposed project limits and provide a base utility map of identified facilities within the existing pump station and along the proposed water line. The project limits are defined as the approximately 3-acre Mansell Pump Station site.
 - a. Quality Level B – Two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating”, this quality level provides the horizontal position of subsurface utilities within approximately one foot.
2. Provide SUE to Quality Level A for four (4) test holes within the proposed project limits. Excavate by nondestructive means existing utilities establishing a confirmed vertical and horizontal location to be surveyed and visually depicted via Test Hole Data Sheet. Locates will be performed in accordance with CI/ASCE 38-02 to Quality Level “A.”
 - b. Quality Level A – Also known as “locating”, this quality level provides precise three-dimensional (x,y,z) information at critical locations by exposing specific utilities.

D. GEOTECHNICAL STUDY

FNI will render the following geotechnical engineering professional services in connection with the project for purposes of providing geotechnical data and design recommendations. The services will include field exploration, laboratory testing, and reporting.

Field Exploration

- a. Drill up to four (4) exploratory borings at the pump station site and for evaluation and identification of subsurface soils and rock. It is estimated that three (3) borings will be drilled to a depth of 45 feet below existing grade and one (1) boring will be drilled to a depth of 20 feet below existing grade.
- b. Conduct one (1) site visit to mark proposed boring locations and determine and coordinate access. The Engineer will coordinate with the Town and notify Texas 811 of the planned borings prior to commencement of field exploration activities in order to locate existing underground utilities within the area.
- c. Subcontract with a drilling contractor to drill the borings and collect samples of the subsurface materials. It is assumed that all boring locations are accessible with a truck-mounted drilling rig.
 - i. The borings will be advanced using standard rotary drilling equipment with continuous-flight augers (solid or hollow stem) or rotary wash methods. Subsurface samples will be collected using 3-inch diameter Shelby tubes for cohesive soils and a 2-inch diameter split-spoon sampler in conjunction with the Standard Penetration Test (SPT) for intermediate and non-cohesive soils. Rock and rock-like materials will be cored and/or tested in situ using the Texas Cone Penetration (TCP) Test or the SPT, as appropriate for the material.
 - ii. Groundwater observations within the borings will be recorded at the time of drilling and at the completion of drilling and sampling. Delayed water level readings will be obtained in the borings at the pump station site by leaving the borehole open for 12 to 24 hours or overnight during the field exploration.
 - iii. The borings will be backfilled with soil cuttings upon completion of drilling and sampling.
- d. An Engineer or Geologist with experience in logging borings will direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided according to ASTM D2488 and the Unified Soil Classification System (USCS) during drilling and sampling.

Laboratory Testing

- a. Testing shall be performed by a geotechnical testing subcontractor on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials.
- b. The Engineer will select samples for laboratory testing, assign tests, and review the test results.
- c. Laboratory tests will be appropriately assigned for the specific subsurface materials encountered during exploration, but are expected to include:
 - i. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
 - ii. Moisture content
 - iii. Unit dry weight
 - iv. Unconfined compressive strength (soil and rock)

Reporting

- a. Perform the geotechnical engineering analysis and prepare a Geotechnical Investigation Report summarizing the investigation. The report will include the following:
 - i. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
 - ii. General discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design.
 - iii. Foundation recommendations for support of the proposed structures, including bearing capacity of soils/rock, suitable bearing material, etc. applicable for the recommended foundation or foundation options.
 - iv. Provide recommendations for subgrade modification, if required to control settlement or expansive soil movement.
 - v. Lateral earth pressures, if needed.
 - vi. Pavement and pavement subgrade recommendations, if needed.
 - vii. General discussion of expected construction-related issues.
 - viii. Earthwork related recommendations for use during development of plans and specifications.
- b. Submittals will include an electronic PDF copy of the Geotechnical Investigation Report.

ARTICLE III

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by OWNER, which are not included in the above-described Basic Services or Special Services, are described as follows:

- A. Witness testing of equipment (virtual or in-person)
- B. Field surveying required for the preparation of designs and drawings. Field layouts or the furnishing of construction line and grade surveys. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records. GIS mapping services or assistance with these services.
- C. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by OWNER.
- D. Providing renderings, models, and mock-ups requested by the OWNER.
- E. Texas Department of Licensing and Registration (TDLR), Architectural Barriers plan and building inspection reviews confirming compliance with Texas Accessibility Standards is not included. If determined it is required it will be included within the Final Design Amendment.
- F. Making revisions to drawings, specifications, or other documents when such revisions are 1) not consistent with approvals or instructions previously given by OWNER or 2) due to other causes not solely within the control of FNI.
- G. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction and providing services as may be required in connection with
- H. Additional environmental services.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule, based on an execution date of July 2024.

This Contract:

- **Mansell Pump Station Expansion Feasibility Analysis and Preliminary Design**
 - Notice to Proceed – March 2025
 - Feasibility & Alternatives Workshop – July 2025
 - DRAFT Preliminary Design Report – November 2025
 - PDR Comments Received from City – December 2025
 - FINAL Preliminary Design Report – January 2026
- **Future Design Contract (Tentative):**
 - Final Design Work Order Notice to Proceed – February 2026
 - Bid Set Plans and Specifications – October 2026
 - Construction Contract Award – January 2027
 - Construction Substantial Completion – July 2028
 - Generator Installation and Construction Final Completion – January 2029

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this agreement and in Attachment CO.

ACCEPTANCE:

This Work Order is accepted on the terms set forth herein and in the MAPS referenced above, as indicated by the signatures below.

TOWN OF LITTLE ELM

FREESE AND NICHOLS, INC.

Matthew Mueller, Town Manager



Clayton Barnard, Principal/Vice President

Printed Name & Title

Date

February 11, 2025

Date



Date: 02/18/2025
Agenda Item #: 5. I.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve **Ordinance No. 1800 Amending the Fiscal Year 2024-2025 Annual Budget in accordance with Existing Statutory Requirements; Appropriating the Various Amounts Herein; Repealing all Prior Ordinances and Actions in Conflict Herewith; and Providing for an Effective Date.**

DESCRIPTION:

The town charter requires that when the budget is amended that the amendment be by ordinance. This budget amendment addresses several items discussed below.

“The legal level of budgetary control is at the fund level. The Town Manager is authorized to transfer budgeted amounts between departments within any fund. Any revisions that increase the total expenditures of any fund greater than the original budget must be approved by ordinance of Town Council.”

BUDGET IMPACT:Capital Projects Fund:

Town staff received directions from Council to pursue to the negotiations and purchase of 1.203 acres of unimproved land located at 00 Lobo Lane, Little Elm, TX parcel ID # 184840. This budget amendment is requesting to ratify the funds associated with this purchase in the amount of \$805,193.42. The funding is being allocated from CIP reserves.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Ordinance No. 1800 FY2024-2025 Budget Amendment
Exhibit A FY2024-2025 Budget Fund Summary

**Finance Department**

Kelly Wilson, Chief Financial Officer

Phone: 214-975-0415

kwilson@littleelm.org

TOWN COUNCIL CONSENT AGENDA

Date: February 18, 2025

PROJECT

Discussion and action approving Ordinance No. 1800 amending the FY 2024-2025 Annual Budget in accordance with existing statutory requirements; appropriating the various amounts herein; repealing all prior Ordinances and actions in conflict herewith; and providing for an effective date.

BACKGROUND

The city charter requires that when the budget is amended that the amendment be by ordinance. This budget amendment addresses several items discussed below.

"The legal level of budgetary control is at the fund level. The Town Manager is authorized to transfer budgeted amounts between departments within any fund. Any revisions that increase the total expenditures of any fund greater than the original budget must be approved by ordinance of Town Council."

Capital Projects Fund:

Town staff received direction from Council to pursue to the negotiations and purchase of 1.203 acres of unimproved land located at 00 Lobo Lane, Little Elm, TX parcel ID # 184840. This budget amendment is requesting to ratify the funds associated with this purchase in the amount of \$805,193.42. The funding is being allocated from CIP reserves.

RECOMMENDED ACTION

Staff recommend approval of Ordinance No. 1800 amending the FY 2024-2025 Annual Budget for appropriations as presented.

ATTACHMENTS

1. Ordinance No. 1800
2. Exhibit A

Ordinance 1800
EXHIBIT "A"
BUDGET AMENDMENT
FISCAL YEAR 2024-2025
February 18, 2025

Governmental CIP Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	\$ 26,873,824	\$ 32,673,824	\$ 32,673,824	\$ -
Total Revenue	\$ 26,873,824	\$ 32,673,824	\$ 32,673,824	\$ -
Expenditures:				
Total Capital Expenditures	\$ 33,481,508	\$ 47,799,271	\$ 48,604,464	\$ 805,193
Total Transfers Out	-	445,000	445,000	-
Total Expenditures	\$ 33,481,508	\$ 48,244,271	\$ 49,049,464	\$ 805,193

Total Revenue	\$ -
Total Expenditures	\$ 805,193
Net Effect All Funds	<u><u>\$ (805,193)</u></u>



Date: 02/18/2025
Agenda Item #: 5. J.
Department: Administrative Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve a **Performace Agreement between Little Elm Economic Development and Blue Bay Holdings, LLC.**

DESCRIPTION:

This Performance Agreement between Little Elm Economic Development and Blue Bay Holdings, LLC confirms the EDC's contribution to tenant finish out of a 7,623 square foot retail space to be called Uptown Cheapskate, Details are as follows:

- Certificate of Occupancy: **June 1, 2025**
- Full-time Equivalent Employees: **6**
- Maintain a Chamber Membership for the term of the Agreement: **Pontoon level or higher**

BUDGET IMPACT:

The tenant finish-out for this project is **Twenty and No/100 Dollars (\$20.00)** per square foot for a total of **One Hundred Fifty-Two Thousand Four Hundred Sixty and No/100 Dollars (\$152,460.00).**

RECOMMENDED ACTION:

The EDC Board approved this item at their board meeting on February 10. Staff recommends approval.

Attachments

Performance Agreement

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between the **LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “LEEDC”); and **BLUE BAY HOLDINGS, LLC**, a Texas limited liability company (hereinafter referred to as “Developer”), is made and executed on the following recitals, terms and conditions.

WHEREAS, LEEDC is an economic development corporation operating pursuant to Chapter 504 of the Texas Local Government Code, as amended (also referred to as the “Act”), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless LEEDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by LEEDC’s investment; a schedule of capital investments to be made as consideration for any direct incentives provided by LEEDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

WHEREAS, Developer has applied to LEEDC for financial assistance necessary for the construction of Qualified Expenditures to be made to the Property generally located at 149 Main Street, Suite 1A, Little Elm, Texas; and

WHEREAS, the LEEDC’s Board of Directors have determined the reimbursement provided to Developer for the Qualified Expenditures to be made to the Property is consistent with and meets the definition of “project” as that term is defined in Section 501.103 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code; and

WHEREAS, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the Town Council of the Town of Little Elm, Texas, to approve all programs and expenditures of the LEEDC, and accordingly this Agreement is not effective until Town Council has approved this project at a Town Council meeting called and held for that purpose.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, the LEEDC and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **December 31, 2030**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Performance Agreement from time to time, if any.
- (c) **Developer.** The word “Developer” means Blue Bay Holdings, LLC, a Texas limited liability company, its successors and assigns, whose address for the purposes of this Agreement is 2621 Cedarbrook Lane, Prosper, Texas 75078.
- (d) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the LEEDC and Developer.
- (e) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (f) **Full-Time Equivalent Employment Positions.** The words “Full-Time Equivalent Employment Position” or “Full-Time Equivalent Employment Positions” mean and include a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period.
- (g) **LEEDC.** The term “LEEDC” means the Little Elm Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, Texas 75068.
- (h) **Party or Parties.** EDC and Developer are each a “Party” and are collectively referred to

as the “Parties.”

- (i) **Property.** The word “Property” means the approximately 1.1940-acre tract or tracts of land consisting of Block A, Lot 2 of the Palladium II Addition, an addition to the Town of Little Elm, Denton County, Texas.
- (j) **Qualified Expenditures.** The words “Qualified Expenditures” mean those expenditures consisting of the construction and installation of improvements made to the Property as listed in *Exhibit A* of this Agreement, and those expenses which otherwise meet the definition of “project” as that term is defined by Section 501.103 of the Act, and the definition of “cost” as that term is defined by Section 501.152 of the Act.
- (k) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

Developer covenants and agrees with LEEDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Qualified Expenditures.** Developer covenants and agrees to submit to the LEEDC paid invoices, paid receipts, or other paid documentation of the Qualified Expenditures made to the Property in a form acceptable to the LEEDC prior to any reimbursement. Developer covenants and agrees to provide to the LEEDC said invoices, receipts, or other documentation by **June 1, 2025**. In addition, there shall be no liens for the Qualified Expenditures made to the Property upon receipt of a certificate of occupancy from the Town of Little Elm, Texas, consistent with Section 4(b) of this Agreement.
- (b) **Certificate of Occupancy.** Developer covenants and agrees to obtain or cause to be obtained by **June 1, 2025**, a certificate of occupancy from the Town of Little Elm, Texas, for a minimum of 7,623 square feet of retail and office space located on the Property. Developer may request a one-time extension of 30-days.
- (c) **Operate Uptown Cheapskate Facility.** Developer covenants and agrees by **June 1, 2025**, and during the Term of this Agreement to keep open to the general public the Uptown Cheapskate facility located on the Property.
- (d) **Job Creation and Retention.** Developer covenants and agrees by **June 1, 2026**, and during the Term of this Agreement to employ and maintain a minimum of six (6) Full-Time Equivalent Employment Positions working at the Property. Developer covenants and agrees beginning on **August 1, 2026**, and during the Term of this Agreement, Developer shall deliver to LEEDC an annual compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time

Equivalent Employment Positions (the "Annual Compliance Verification"). The Developer covenants and agrees beginning on **August 1, 2026**, and annually thereafter during the Term of this Agreement, there will be a total of **five (5)** Annual Compliance Verifications due and submitted to LEEDC covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

- (e) **Chamber of Commerce Membership.** Developer agrees to obtain and maintain a Pontoon level annual membership or higher with the Little Elm Chamber of Commerce for the Term of this Agreement.
- (f) **Performance Conditions.** Developer agrees to make, execute and deliver to LEEDC such other promissory notes, instruments, documents and other agreements as LEEDC or its attorneys may reasonably request to evidence this Agreement.
- (g) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer and LEEDC.

SECTION 5. AFFIRMATIVE COVENANTS OF LEEDC.

LEEDC covenants and agrees with Developer that, while this Agreement is in effect, LEEDC shall comply with the following terms and conditions:

- (a) **Financial Assistance.** LEEDC covenants and agrees to submit reimbursement for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, and upon receipt of a certificate of occupancy, consistent with Section 4(b) of this Agreement, in an amount of \$20.00 per square foot and not to exceed **One Hundred Fifty-Two Thousand Four Hundred Sixty and No/100 Dollars (\$152,460.00)** or the aggregate amount of said invoices, receipts, or other documentation submitted by the Developer to LEEDC within thirty (30) days of receipt of said documentation required by and consistent with Section 4(a) of this Agreement and receipt of the certificate of occupancy required by and consistent with Section 4(b) of this Agreement. In no event will the financial assistance provided pursuant to this Agreement exceed **One Hundred Fifty-Two Thousand Four Hundred Sixty and No/100 Dollars (\$152,460.00)**.
- (b) **Performance.** LEEDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between LEEDC and the Developer.

SECTION 6. CESSATION OF ADVANCES.

If LEEDC has made any commitment to make any reimbursement to Developer, whether

under this Agreement or under any other agreement, LEEDC shall have no obligation to advance or disburse financial assistance if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

SECTION 7. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of Developer or LEEDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or LEEDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and LEEDC is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to LEEDC by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the Town of Little Elm, Texas, to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from LEEDC and/or Denton County Central Appraisal District is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement. In the event, Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by LEEDC to Developer pursuant to Section 5(a) of this Agreement shall become immediately due and payable by Developer to LEEDC.

SECTION 9. INDEMNIFICATION.

TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS,

AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES WHETHER IN TORT OR CONTRACT OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Denton County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. LEEDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

- (g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the “Notice”) is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to LEEDC: Little Elm Economic Development Corporation
100 W. Eldorado Parkway
Little Elm, Texas 75068
Attn: Jennette Espinosa, Executive Director
Telephone: (214) 975-0455

if to Developer: Blue Bay Holdings, LLC
2621 Cedarbrook Lane,
Prosper, Texas 75078
Attn: Jeffrey Martin and Jeanne Martin
Telephone: (704) 281-2180

- (h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (j) **Undocumented Workers.** Developer certifies that the 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 the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the LEEDC notifies Developer of the violation.

[The Remainder of this Page Intentionally Left Blank]

THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND THE PARTIES HEREBY AGREE TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE PROVIDED HEREIN.

LEEDC:

**LITTLE ELM ECONOMIC
DEVELOPMENT CORPORATION,**
a Texas non-profit corporation


By: _____
Neil Blais, President
Date Signed: _____

ATTEST:

Jennette Espinosa, Executive Director

DEVELOPER:

BLUE BAY HOLDINGS, LLC,
a Texas limited liability company,

By:  _____
Jeffrey Martin
Title: Managing Member
Date Signed: 1/28/2025

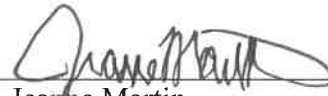
By:  _____
Jeanne Martin
Title: Managing Member
Date Signed: 1/28/25

Exhibit A

[Qualified Expenditures]

Hard Construction Cost	\$382,325.00
Millwork	\$105,777.00
HVAC	\$114,000.00
LVT Flooring	\$ 45,018.00
Security Cameras / Networking	\$ 18, 407.00
Fire Panel	\$ 10,000.00
Other Fixtures	\$ 10,000.00
MEP	\$ 16,500.00
 Total Hard Cost	 \$702,027



Date: 02/18/2025
Agenda Item #: 5. K.
Department: Development Services
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve an **Agreement with US Digital Designs, Inc., to Purchase Alerting System Equipment for the Little Elm Public Safety Annex Project in an amount not to exceed \$120,000.**

DESCRIPTION:

The Public Safety Annex Project is located near the intersection of FM 720 (Oak Grove Pkwy) and Ryan Spiritas Pkwy. The project includes the construction of an approximately 15,500 square-foot joint-use facility utilized by the police and fire departments. The building will serve as Fire Station #4, as well as a police sub-station. This project will improve the Town's ability to provide public safety services to the northern areas of Little Elm.

US Digital Designs, Inc., has provided a quote to install the alerting system utilized by the Fire Department to receive emergency 911 notifications. This equipment reduces response times, increases situational awareness, and is integrated with other equipment used by the Fire Department. The quote is submitted under a cooperative purchasing agreement through HGAC and satisfies the Town of Little Elm's procurement policies.

BUDGET IMPACT:

Funding for the project is allocated within the capital improvement program budget and funded from the 2021 and 2024 CO Bonds issued for this project.

\$	107,551.24	Contract Amount
\$	12,448.76	Contingency
\$	120,000.00	Total Funding Request

RECOMMENDED ACTION:

Staff recommends approval.

Alerting System Quote



US DIGITAL DESIGNS

by Honeywell
Quotation to:

Town of Little Elm
Little Elm Fire Department
Project:
G2 Fire Station Alerting System
One (1) Station System

Proposal number:

TX_LELM004

Revision #

3

HGAC Contract #
EC07-23

Quote Date:

10-Feb-2025

Quote Expires:

11-May-2025

By:

Jeff King

Territory Manager

US Digital Designs, Inc.

1835 E Sixth St #27

Tempe, AZ 85281

513-667-7770

602-687-1730

jeff.king@honeywell.com

stationalerting.com

Installation by:

Baxter IT

Joe Golguon

This proposal is subject to corrections due to errors or omissions

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 2/10/2025
Expires: 5/11/2025

Quote SUBMITTED TO:
Town of Little Elm
Little Elm Fire Department

REF PROPOSAL
TX_LELM004 v3 STATION-LEVEL

STATION 04

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.TX_LELM.FS04.FSA

STATION SYSTEM LICENSES									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	G2-VA	G2 VOICEALERT - Single Station License.	\$ 1,102.50	\$ 992.25	\$ 992.25	
	Ea/Yr	USDD	4	G2-APP-DLA	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	\$ 15.00	\$ 13.50	No Charge	

STATION SYSTEM CONTROLLER									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Kit	USDD	1	ATX	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25	
	Kit	USDD	1	ATX-EXP	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	\$ 7,838.00	\$ 7,054.20	\$ 7,054.20	
	Kit	USDD	2	ATX-E	Rack Mount Ears for ATX or EXP	\$ 74.00	\$ 66.60	\$ 133.20	
	Ea	TBD	2	UPS-STD	ATX UPS, Standard	\$ 988.00	\$ 889.20	\$ 1,778.40	
	Ea	TBD	2	UPS-WMB	Shelf/Bracket, Wall-Mount for UPS	\$ 75.00	\$ 67.50	\$ 135.00	

STATION SYSTEM PERIPHERAL COMPONENTS									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	CIR	G2 COLOR INDICATOR REMOTE	\$ 949.00	\$ 854.10	\$ 854.10	
	Ea	USDD	1	CIR-SMB	G2 COLOR INDICATOR REMOTE BACK BOX	\$ 165.10	\$ 148.59	\$ 148.59	
	Ea	USDD	1	TV-R	G2 HDTV REMOTE (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	\$ 1,121.50	\$ 1,009.35	\$ 1,009.35	
	Ea	USDD	1	PB-B	Push Button, Standard (Black)	\$ 126.50	\$ 113.85	\$ 113.85	
	Ea	USDD	2	PB-R	Push Button, Emergency (Red)	\$ 126.50	\$ 113.85	\$ 227.70	
	Ea	USDD	2	MR-2	G2 MESSAGE REMOTE 2 Module	\$ 1,525.00	\$ 1,372.50	\$ 2,745.00	
	Ea	USDD	2	USDD-LCD-SIGN	NEW PRODUCT COMING SOON See USDD-LCD-SIGN Notice at end of quote: G2 LCD MESSAGE SIGN / 28" Active Screen width / Configurable display	\$ 3,000.00	\$ 2,700.00	\$ 5,400.00	
	Ea	USDD	1	MS-G-S	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	\$ 1,575.00	\$ 1,417.50	\$ 1,417.50	
	Ea	TBD	2	MS-MNT	MS Mount - Articulating, Long reach	\$ 390.00	\$ 351.00	\$ 702.00	
	Ea	USDD	8	RR-2	G2 ROOM REMOTE 2 Module	\$ 2,167.00	\$ 1,950.30	\$ 15,602.40	
	Ea	USDD	15	SPK-LED-FM	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	\$ 374.00	\$ 336.60	\$ 5,049.00	

	Ea	USDD	1	SPK-OAS	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light	\$ 1,050.00	\$ 945.00	\$ 945.00	
	Ea	USDD	13	SPK-STD-FM	SPEAKER - STANDARD, FLUSH Mount, 70v	\$ 126.00	\$ 113.40	\$ 1,474.20	
	Ea	USDD	1	SPK-STD-SM	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	\$ 126.00	\$ 113.40	\$ 113.40	
	Ea	USDD	2	SPK-W-SM	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	\$ 373.75	\$ 336.38	\$ 672.75	
	Ea	USDD	1	STR-2	G2 Strobe Light / Red LED	\$ 661.50	\$ 595.35	\$ 595.35	

STATION SYSTEM SERVICES									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	ST-INST	Station Installation (Estimate Only - Pending final authorized system design submission to G2 Trained/Certified Contractor for installation quote to include in final turnkey project pricing)	\$ 37,739.72	\$ 33,965.75	\$ 33,965.75	
	Ea	USDD	1	ST-SU	Station Configuration & Start-Up	\$ 2,777.78	\$ 2,500.00	\$ 2,500.00	
	Ea	USDD	1	ST-PM	Station Project Management	\$ 1,111.11	\$ 1,000.00	\$ 1,000.00	
	Ea	USDD	1	ST-ES	Station Engineering / Design Services	\$ 444.44	\$ 400.00	\$ 400.00	
	Ea	USDD	1	ST-DM	Station Documentation	\$ 44.44	\$ 40.00	\$ 40.00	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	0.0	RS-1YR-STD	[STANDARD] 1st YEAR WARRANTY & SUPPORT	\$ 7,567.61	\$ 6,810.85	no charge	
	YR	USDD	0.0	RS-AYR-STD	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT	\$ 7,567.61	\$ 6,810.85	-	

STATION 04	System:	\$ 106,014.24
	Shipping:	\$ 1,537.00
	Warranty & Support:	\$ -
	Estimated Tax:	\$ -
	STATION SUBTOTAL:	\$ 107,551.24

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:
<p>Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support.</p> <p>Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.</p> <p>For FSAAaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.</p>

Station System Installation Notes:
01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

1835 E. S ; USDD-LCD-SIGN
Tempe, Arizona 85281

877-551-8733 tel

480-290-7892 fax

DATE: 2/10/2025
Expires: 5/11/2025

Quote SUBMITTED TO:

Town of Little Elm

Little Elm Fire Department

REF PROPOSAL

TX_LELM004 v3

Section Totals

SECTION TOTALS	
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]	
SUBTOTAL	-
STATION-LEVEL SUBTOTAL	107,551.24
Includes: STATION 04 SYSTEM:	107,551.24
STATION 04 WARRANTY & SUPPORT:	-
STATION 04 ESTIMATED TAX:	-
Notes: One (1) Station System currently included in this proposal with installation by Baxter IT.	

US Digital Designs System Total: \$ 107,551.24

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

Phoenix G2 LCD Message Sign

Notice: At US Digital Designs by Honeywell, we want to ensure our customers have the opportunity to utilize the latest technology in Fire Station Alerting. We are continually improving our platform and releasing new products. In alignment with that goal, our engineering team is finalizing development on a next generation message sign for use in the Phoenix G2 Fire Station Alerting System.

This product is not yet released, but is expected to be launched by the time your system is installed. We do not want our new customers to miss out on the opportunity to purchase the new equipment due to the lengthy procurement process. Thus, we are proactively including the new message sign in your quote.

As the product is not yet launched - the final pricing, launch date, and product availability are subject to change. If for any reason the product launch is delayed beyond your system installation dates, we will give you the option to 1) substitute the current generation Gamma Signs and adjust the proceed accordingly or 2) postpone message sign installation until the product is launched. This may incur additional costs with your installer.

TERMS AND CONDITIONS OF USDD PRODUCT SALES

These U.S. Digital Designs, Inc. terms and conditions of sale ("Terms and Conditions") are effective March 1, 2022 (the "**Terms and Conditions Effective Date**"), and supersede all prior versions covering the sale of products and related services (collectively, "**Products**", as defined more specifically below) by U.S. Digital Designs, Inc. ("**USDD**"). References to "**Customer**", "**you**", or "**your**" all pertain to the purchaser of Products. These Terms and Conditions, together with any separate agreement you may have with USDD that specifically references these Terms and Conditions (collectively, the "**Agreement**") set forth the entire agreement between the parties relating to your purchase of USDD Products. The Agreement may only be modified by an authorized representative of each party in a signed writing.

ORDERS. Orders (including any revised and follow-on orders) (each, an "**Order**") for USDD Products are non-cancelable, except as expressly set forth herein, and will be governed by the terms of the Agreement. All Orders are subject to acceptance by USDD and shall include the following information: purchase order number; customer's legal name and billing address; Customer's shipping address; and a list of the Products and quantities for each different type of Product Customer wishes to order. USDD's acknowledgment of its receipt of an Order shall not constitute acceptance of such Order. An Order is deemed to be accepted upon the earlier of (i) USDD's written acceptance or (ii) shipment of the Products specified in the Order.

Any conflicting, additional, and/or different terms or conditions on Customer's Order or any other similar instrument are deemed to be material alterations and are rejected and not binding upon USDD. USDD's acceptance of Customer's Order is expressly conditioned upon Customer's assent to the terms and conditions contained herein in their entirety. Customer's acceptance of delivery from USDD constitutes Customer's acceptance of these terms and conditions in their entirety.

REMITTANCES. All invoices shall be due and payable upon receipt in United States currency, free of exchange or any other charges, or as otherwise agreed in writing by USDD.

QUOTE PRICING. This proposal expires 30 days after its date. Prices are subject to correction for error. Prices, terms, conditions, and Product or Service specifications are subject to change without notice. Pricing is subject to immediate change upon announcement of Product discontinuance.

PAYMENT.

- 4.1. **Invoicing & Payment.** USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due thirty (30) days from the date of the invoice, unless prepayment is required in the quote. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, or the maximum amount allowed by law, and shall also be entitled to avail itself of any other legal or equitable remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys' fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.
- 4.2. **Payment Disputes.** Any disputes must be provided to USDD as soon as possible and must be accompanied by detailed supporting information. Disputes as to invoices are deemed waived fifteen (15) days following the invoice date. In the event that any portion of an invoice is undisputed, such undisputed amount must be paid by no later than the invoice due date.
- 4.3. **No Set Off.** Neither Customer nor any related entities (or representatives or agents thereof) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from USDD, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units.
- 4.4. **Credit Card Payments.** All USDD quotes are developed for the Customer with the understanding the eventual any purchase of the Products listed thereon will be facilitated using subject to USDD's standard Purchase Order and Invoice process. If Customer would rather seek to use a Credit Card for purchase, then said order would be subject to a 4% credit card surcharge.

SURCHARGES.

- 5.1. In addition to any Product repricing under Section 8.2, USDD may, from time-to-time and in its sole discretion, issue surcharges on new and existing Orders in order to mitigate and/or recover increased operating costs arising out of or related to, without limitation: (a) foreign currency exchange variation, (b) increased cost of third-party content, labor and materials, (c) impact of government tariffs or other actions, and (d) any conditions that increase USDD's costs, including without limitation increased labor, freight, material or supply costs, or increased costs due to inflation (collectively, "**Surcharges**"). Such Surcharges will not be considered a "price increase" as contemplated hereunder and will be effective upon notice to Customer. For avoidance of doubt, Orders placed prior to the Terms and Conditions Effective Date which have not been delivered, including those on backlog or which requested delivery more than twelve (12) months from the date of Order, are subject to Surcharges.

- 5.2. USDD will invoice Customer, and Buyer agrees to pay for any Surcharges pursuant to the standard payment terms in these Terms and Conditions. If a dispute arises with respect to Surcharges and that dispute remains open for more than fifteen (15) days, USDD may, in its sole discretion, withhold performance or future shipments, or combine any other rights and remedies under this Agreement or permitted by law, until the dispute is resolved. The terms of this Section shall prevail in the event of inconsistency with any other terms in these Terms and Conditions. Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in these Terms and Conditions.

CANCELLATION AND SUSPENSION. Any Order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress, all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the Order.

TAXES. USDD's pricing excludes all taxes (including but not limited to sales, use, excise, value-added, and other similar taxes), tariffs and duties (including, but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively "**Taxes**"). All Taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer, shall be the responsibility of and be invoiced to Customer, unless, at the time of Order placement, Customer furnishes USDD with a valid exemption certificate or other documentation sufficient to verify exemption from Taxes, including, but not limited to, a direct pay permit. Customer agrees to pay all such Taxes and further agrees to reimburse USDD for any such payments made by USDD.

8. SHIPPING/DELIVERY/RISK OF LOSS.

- 8.1. **Delivery Liability.** Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments. USDD and its affiliated entities are not liable, either directly or indirectly, for delays of carriers or delays in connection with any Force Majeure Event (as defined in Section 17 below), and the estimated delivery date shall be extended accordingly.
- 8.2. **Future Delivery and Repricing.** USDD will schedule delivery in accordance with its standard lead times unless the Order states a later delivery date or the parties otherwise agree in writing. USDD will accept Orders with a future ship date of up to eighteen (18) months from the date of the entry of the Order. Customer agrees that in the event an Order is scheduled to be delivered more than six (6) months from the date of the entry of the Order, USDD may, in its sole determination and at each six (6) month anniversary of the date of the entry of the Order, adjust the pricing of the Order to conform to the then-current prices of the USDD Products included in the Order. USDD will include any repricing in its final invoice related to the Order.
- 8.3. **Storage Fees.** If delivery takes place more than six (6) months from the date of the entry of the Order, Customer agrees to pay USDD a storage fee (the "Storage Fee"), as set forth in the quote, for each month after six (6) months from the date of the entry of the Order. Customer has not taken delivery of the Products in the Order. USDD will separately invoice any storage fees owed under this Section at the end of each month for which the storage fees are owed.
- 8.4. **Title & Risk of Loss.** Unless otherwise specifically detailed in this quote, delivery terms for Products (excluding software and services) are (i) EX Works (EXW Incoterms 2020) USDD's point of shipment ("USDD Dock") for all shipments (except that USDD is responsible for obtaining any export license), and (ii) F.O.B. USDD Dock for all domestic shipments. For shipments from a USDD Dock to a Buyer location within the same country, the import/export provisions of the INCOTERMS do not apply. USDD shall be responsible for obtaining insurance on each shipment to Customer for the full value of the shipment. Shipment shall be to a single point of delivery.

LIMITED WARRANTY. CUSTOMER'S EXCLUSIVE REMEDIES AND USDD'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY PRODUCT SOLD IN CONNECTION WITH THIS QUOTE IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF USDD, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS. CREDIT, REPAIR OR REPLACEMENT (AT USDD'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON USDD UNLESS SET FORTH IN WRITING AND SIGNED BY A USDD AUTHORIZED REPRESENTATIVE.

- 9.1. **Product Warranty Terms.** Subject to the terms, conditions and limitations contained herein, and unless USDD has otherwise provided an alternative written warranty (in which case the terms of such warranty will control), USDD warrants and guarantees its products will be free from defects in workmanship and materials (collectively, "**Defects**") for 12 months from the date of shipment to Customer ("**Warranty Period**"). This limited warranty does not cover defects caused by normal wear and tear or maintenance.

- 9.2. Product Defects.** If a Defect with a Product arises and a valid claim is made within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, USDD, at its option, will either (1) repair the Product defect at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Product with a Product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Product. Any replacement Product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for ninety (90) days from the date of repair, whichever is longer. When a Product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of its warranty obligation must be used in the same USDD Fire Station Alerting System for which the warranty claim is made.
- 9.3. Procedure for Warranty Claims.**
- 9.3.1.** Prior to making a Warranty claim, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at <http://stationalerting.com/home/about-usdd/contact-usdd/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.
- 9.3.2.** Customer shall be responsible for appropriately packing and shipping Products, to USDD for repair, and shall bear all risks and costs associated withof, shipping any Product to USDD for repairthe same. USDD shall be responsible for, and bear all risks and costs of, returning any Product to Customer after repair or replacement, but Customer will be responsible for paying any customs or import duties payable upon receipt of any repaired or replacement Products. A replacement Product will be returned to Customer configured as it was when the Product was originally purchased, subject to applicable updates.
- 9.4. Return Material Authorization Process.** If a Customer makes a warranty claim for a Product during the Warranty Period, the Customer shall provide USDD with the Product model and serial number and failure information to initiate the RMA process. Upon USDD's issuance of the RMA, USDD will send the replacement Product, shipped postage paid ground shipping, to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Product is shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the Product that the Customer is returning. The original Product must be returned in the shipping box provided by USDD. No goods will be accepted for exchange or return without a pre-approved RMA number or which have not been properly packaged in USDD's shipping box to ensure that goods are not damaged due to improper packing and the shipping process. The original Product must be shipped back within 10 days of receiving the replacement. Failure to return the original Product, or failure to return in an appropriate manner, will cause Customer to incur a replacement charge equal to full market value of the replacement Product.
- 9.5. No Fault Found.** USDD reserves the right to charge 50% of the standard repair price if the returned Product is found to have no defect covered by the Warranty. Customer understands that this fee is intended to discourage return of Products prior to proper troubleshooting or return because the product is "old." Product returns will not be allowed if, upon examination of the returned Product, it is determined that the Product was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair, improper testing, or poor packaging upon return. In such event, USDD shall invoice Customer for the full market value of the replacement Product.
- 9.6. WARRANTY EXCLUSIONS & DISCLAIMERS.**
- 9.6.1.** USDD does not warrant that the operation of its Products or any related peripherals will be uninterrupted or error-free. USDD further does not warrant nor support any system configuration that deviates from this specific quote's documented station system design file number.
- 9.6.2.** USDD does not warrant or support any system not installed by G2 Trained & Certified Installation technician (installer). If Customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the Products unless USDD has had a chance to review documented engineering assumptions and approve system integrity, performance, and reliability expectations.
- 9.6.3.** USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the use of the Products. This Warranty does not apply to any Products, including the hardware or software, not used for its intended purpose.
- 9.6.4.** USDD cannot warrant nor support any system not using USDD-approved Uninterruptable Power Supply Battery Backup. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of hardware and user data (including passwords) are not covered under this Warranty.

9.6.5. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the Product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a Product or part that has been modified to alter functionality or capability without the written permission of USDD; (h) to Software (as defined below); (i) to any other damage caused by an event or action outside of USDD's control, including, without limitation, Customer's failure to apply required or recommended updates or patches to any Software or Product; or (h) if any serial number has been removed or defaced.

LIMITATIONS OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS AND ANY OTHER REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, **USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.** If USDD cannot lawfully disclaim statutory or implied warranties, then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED, INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

ALL PRODUCT CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS. USDD'S AGGREGATE LIABILITY IN CONNECTION WITH THEREWITH SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS PAID BY CUSTOMER TO USDD FOR THE PRODUCTS GIVING RISE TO THE CLAIM. CUSTOMER SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST USDD MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. USDD disclaims any representation that it will be able to repair any Hardware under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

SERVICE AGREEMENT. The Product being purchased hereunder is not subject to any post-Warranty service agreement or maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post-Warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.

SOFTWARE PRODUCTS. All software Products delivered by USDD to Customer or for which USDD provides access, including, without limitation, USDD's mobile application software and Products with embedded software or firmware (collectively, "**Software**") are not sold and are licensed. At all times that Customer is in compliance with the terms of these Terms and Conditions and any other agreement between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Products provided by USDD and Customer's fire station alerting system (the "**License**"). The terms of such Software License may be set forth in a separate software license agreement or end user license agreement provided by USDD with such Software. In no event shall Customer have any right to (or authorize or allow any third party to) distribute, sell, lend, rent, transfer, or convey the Software; grant any sublicense, lease, or other rights in the Software; decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct, identify, or discover any source code, underlying user interface architecture or techniques, or algorithms of the Software by any means; or take any action that would cause the Software or any portion of it to be placed in the public domain. In the event of a conflict between the terms of any Software license terms provided upon download or purchase a purchase and these Terms and Conditions, the relevant Software license terms shall control solely with respect to such Software.

INTELLECTUAL PROPERTY: Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth above. For purposes of this Section, "**Intellectual Property**" means any and all rights of USDD related to USDD's Products existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effective worldwide.

REMOTE ACCESS TO THE SYSTEM.

- 14.1. Remote Access.** USDD requires remote network access to the Customer's Products through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable remote network access, the Customer will provide USDD support personnel VPN or similar remote network access to the Products for USDD support personnel ("**Customer Support**") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core software upgrades and customized software. USDD will only access Customer's Products with the knowledge and consent of Customer. USDD will not access any other systems or data.
- 14.2. Alternative to Network Access.** If the Customer elects not to provide remote network access to the Products, then USDD may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow USDD to perform the above services. The following services will not be performed without this access: Product software upgrades; Product software customization; Network troubleshooting assistance including packet capture and network monitoring on USDD devices; Detailed log analysis; Bulk updates to certain Product database tables; Troubleshooting that requires low-level system access or large file transfer.
- 14.3. Timely Access.** Customers must ensure that remote access is available prior to notifying USDD of a support request. In the event that the Customer is unable to provide remote access, USDD will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.
- 14.4. Physical Security Tokens.** USDD has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the USDD office. If the customer requires the use of physical security tokens, this may delay after hours service.

GOVERNING LAW. This proposal and any contract or agreement resulting therefrom will be governed by and construed according to the laws of the State of Arizona without regard to its conflicts of law principles.

DISPUTE RESOLUTION/ARBITRATION. Before either USDD or Customer initiate any dispute resolution process related to the Agreement, they must schedule a mandatory executive resolution conference to be held within thirty (30) days of receipt of the other party's written request. The conference must be attended by at least one executive from each party. At the conference, each party will present its view of the dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference or if one party refuses to attend the executive resolution conference, then USDD and Customer further agree that any remaining dispute between them arising out of or relating to this Agreement will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, to the extent such rules are not inconsistent with this Section, in the AAA's Phoenix regional office by a single, neutral arbitrator. Discovery may be conducted either upon mutual consent of the parties or by order of the arbitrator upon good cause being shown. In ruling on motions pertaining to discovery, the arbitrator shall consider that the purpose of arbitration is to provide for the efficient and inexpensive resolution of disputes, and the arbitrator shall limit discovery whenever appropriate to ensure that this purpose is preserved. The arbitrator shall permit dispositive motions and issue a written decision sufficient to explain the essential findings and conclusions and may award damages. Any award rendered by the arbitrator will be final and binding upon USDD and Customer, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. USDD and Customer expressly and irrevocably consent to the jurisdiction of the Maricopa County Superior Court of Arizona for such purpose. In the event a dispute is submitted to arbitration pursuant to this Section, the prevailing party shall be entitled to the payment of its reasonable attorneys' fees and costs, as determined by the arbitrator. Each of the parties shall keep all disputes and arbitration proceedings strictly confidential, except for disclosures of information required by applicable law or regulation.

FORCE MAJEURE. Except for Customer's duty to pay sums due hereunder, neither party will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a "Force Majeure Event" is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The party unable to fulfill its obligations due to Force Majeure will promptly (i) Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and (ii) Use all reasonable efforts to avoid or remove the cause and perform its obligations.

If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed or for any other period as the parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, USDD may provide notice to Customer that it is cancelling its Order.

ACCEPTANCE OF TERMS. This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that these Terms and Conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.

SEVERABILITY. In the event any provision or portion of a provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added hereto.

WAIVER. The failure of either party to insist upon strict performance of any provision of these Terms and Conditions, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right herein.

NO JOINT VENTURE. The parties acknowledge that they are independent entities and nothing contained in these Terms and Conditions shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent, servant, franchisee, or other representative of the other party hereto, and neither party has the right to bind or obligate the other, except as otherwise provided herein. Furthermore, nothing contained in these Terms and Conditions shall be construed to constitute Customer as an exclusive purchaser of the Products in any respect.

THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.



Date: 02/18/2025
Agenda Item #: 5. L.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Matt Mueller, Town Manager

AGENDA ITEM:

Consider Action to **Ratify the Purchase by the Town of Little Elm of Real Estate located at 00 Lobo Lane (approximately 1.203 acres), Pursuant to the Terms and Conditions discussed in Executive Session, for \$800,000 (and associated closing costs), and Ratifying and Approving of Town Manager Matt Mueller to act as the Town's Signatory and Agent to Consummate the Transaction.**

DESCRIPTION:

This item will ratify the purchase of real estate located at 00 Lobo Lane and approve Town Manager Matt Mueller to act as the Town's signatory.

BUDGET IMPACT:

The total cost associated with the purchase of the real estate at 00 Lobo Lane is \$805,193.42. Finance has submitted a separate agenda item requesting a budget amendment to allocate funds from the CIP reserves for this acquisition. Following this purchase, the Town's CIP reserve will remain sufficient to meet future needs. This acquisition supports the Town's strategic goal of maintaining operational integrity and long-term viability.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Real Estate Purchase

Buyer Estimate

 Lobo Ln, Little Elm, TX, USA

 02/12/2025

Transaction Type:
Cash

Sales Price:
\$800,000.00

Who pays for title insurance:
Buyer only

County:
Denton County

City:
Little Elm



- Title & Escrow \$6,197.05
- Other Expenses / Credits - \$642.43

SETTLEMENT FEES BY



Debra Naukam
dnaukam@republictitle.com
214-223-0639

Due At Closing Breakdown

Down Payment	
Down Payment	\$0.00
Estimated Lender Fees	
n/a	
Title Costs	
Escrow Fee	\$650.00
Owner's Title Insurance	\$4,521.00
Survey	\$800.00
Endorsement: R-16 Amendment as to Areas and Boundaries - Residential	\$226.05
Property Taxes	
Credit from Seller to Buyer	- \$642.43
Real Estate Compensation	
Buyer's Agent Compensation	\$0.00

Last updated on: Jan 28, 2025

Note: PLEASE NOTE: THIS IS AN ESTIMATE ONLY. LENDER FEES VARY BY FINANCIAL INSTITUTION AND INDIVIDUAL BUYER SCENARIOS. PLEASE CONSULT A LICENSED MORTGAGE PROFESSIONAL FOR A MORE ACCURATE ESTIMATE.

DISCLAIMER: Calculator is provided for illustrative purposes only. Title Capture makes no guarantee or other assurance concerning the accuracy or completeness of information produced by the calculator or the applicability of the data input to your particular situation. Calculator and the data and information produced by it are provided "AS IS" without representation or warranty of any kind. User assumes the risk that data and/or calculation errors may occur.



Date: 02/18/2025
Agenda Item #: 5. M.
Department: Development Services
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve an **Agreement with Wilson Bauhaus Interiors to Purchase Furniture for the Little Elm Public Safety Annex Project in an amount not to exceed \$150,000.**

DESCRIPTION:

The Public Safety Annex Project is located near the intersection of FM 720 (Oak Grove Pkwy) and Ryan Spiritas Pkwy. The project includes the construction of an approximately 15,500 square-foot joint-use facility utilized by the police and fire departments. The building will serve as Fire Station #4, as well as a police sub-station. This project will improve the Town's ability to provide public safety services to the northern areas of Little Elm.

Wilson Bauhaus Interiors has submitted a quote to deliver and install the furniture for the project. This furniture will include desks, seating, and other workstation equipment for the Police and Fire Departments. The quote is submitted under a cooperative purchasing agreement through Omnia Contract #R191804 and satisfies the Town of Little Elm's procurement policies.

BUDGET IMPACT:

Funding for the project is allocated within the capital improvement program budget. Funding has been identified in the 2021 and 2024 CO Bonds issued for this project.

\$	128,091.32	Contract Amount
\$	21,908.68	Contingency
<hr/>		
\$	150,000.00	Total Funding Request

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Furniture Quote



Proposal

051 - FF&E DALLAS
2343 WALNUT HILL LANE
DALLAS, TX 75229
Phone: (972) 488-4100
Fax: (972) 488-8815
www.wilsonbauhaus.com

Order Number	7935
Date	01/28/2025
Customer PO No	Town of Little Elm Public Safety
Customer Name	TOWN OF LITTLE ELM
Salesperson	A - KAIYAN CHEN
Project Number	
Terms	NET 30 DAYS
Page	1 of 19

T TOWN OF LITTLE ELM
 O 100 W ELDORADO PKWY
 LITTLE ELM, TX 75068

ATTN: SHELLY NEWELL

S Town of Little Elm Public Safety Annex
 H 107 Ryan Spiritas Parkway
 P Little Elm, TX 76227

T
 O ATTN: Wesley Brandon

Prepared for : A - KAIYAN CHEN

*** BUDGET PRICING ONLY ***

HON OMNIA CONTRACT# R191804

ALLSTEEL OMNIA CONTRACT# R191802

9TO5 SEATING OMNIA CONTACT #07-73

Line	Quantity	Description	List	Unit Price	Extended Amount
1	8.00 Each	SPEC FURNITURE INC. PWR-ACC Reya Desktop Power Unit Mark Line For: Tag TG: 01_DORMS % Off List: 50.00	325.00	162.50	1,300.00
2	8.00 Each	HON INDUSTRIES H1522--\$(L1STD)-.LFW1 Wood Center Drawer 22W x 15-3/8D \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut Mark Line For: Tag TG: 01_DORMS % Off List: 64.70	258.00	91.07	728.56
3	8.00 Each	ALLSTEEL CSW-MHHNO--.BLK-.BLK-.L-BLK-.2-.B-.FWM55-\$(1)-.UR-10-.N Lyric Task Synchro Work Mesh High 2D NO FC .BLK:Black .BLK:Black .L:Lumbar BLK:Black .2:Standard cylinder .B:Black Multi-Surface .FWM55:4-Way Black \$(1):Grd 1 Uph .UR:Contourett 10:Black .N:No Headrest Mark Line For: Tag TG: 01_DORMS Tag GC: CH-04 % Off List: 58.00	1,385.00	581.70	4,653.60
4	3.00	SPEC FURNITURE INC.	1,168.00	584.00	1,752.00



Proposal

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	Each	TRECT--LAM-OTL-WILSONART-Florence Walnut-2MM-SILVER-SILVER Rectangular table: 24 in. deep x 60 in. long 29 in. high LAM:Laminate Top OTL:Other Standard Laminates WILSONART:Wilsonart Laminates Florence Walnut:WA 7993-38 2MM:2MM Bio Edge SILVER:Silver SILVER:Silver Mark Line For: Tag TG: 01_DORMS Tag GC: TA-01 % Off List: 50.00			
5	5.00 Each	SPEC FURNITURE INC. TRECT--LAM-OTL-WILSONART-Florence Walnut-2MM-SILVER-SILVER Rectangular table: 24 in. deep x 54 in. long 29 in. high LAM:Laminate Top OTL:Other Standard Laminates WILSONART:Wilsonart Laminates Florence Walnut:WA 7993-38 2MM:2MM Bio Edge SILVER:Silver SILVER:Silver Mark Line For: Tag TG: 01_DORMS Tag GC: TA-02 % Off List: 50.00	1,168.00	584.00	2,920.00
6	1.00 Each	ALLSTEEL WKO156015-HDL--X-\$(L1STD)-.LFW1-FW-\$(L1STD)-.LFW1-FW-.STD Approach Ovrhed 15Hx60Wx15D w/ 4 HD Lam Front .X:Standard Wood \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut FW:Florence Walnut \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut FW:Florence Walnut .STD:Standard Lock Mark Line For: Tag TG: 02_CHIEF Tag GC: PO1 % Off List: 69.50	2,750.00	838.75	838.75
7	1.00 Each	ALLSTEEL WKUP297230RH-BBF--X-\$(L1STD)-.LFW1-FW-\$(L1STD)-.LFW1-FW-\$(L1STD)-.LFW1-FW-.SP-EL-.B-P-.HM-.STD Approach 30Dx72W Right Hand Ped Desk BBF .X:Standard Wood \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut FW:Florence Walnut \$(L1STD):Grd L1 Standard Laminates	4,255.00	1,297.78	1,297.78



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		.LFW1:Florence Walnut FW:Florence Walnut \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut FW:Florence Walnut .SP:Square EL:Matte Silver .B:Left and Right P:Plastic Grommet .HM:Half Modesty .STD:Standard Random key Mark Line For: Tag TG: 02_CHIEF Tag GC: PO1 % Off List: 69.50			
8	1.00 Each	ALLSTEEL WKWSRS6024--X-\$(L1STD)-.LFW1-FW-.B-P Approach Wksf Rectangular 60Wx24D .X:Standard Wood \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut FW:Florence Walnut .B:Left and Right P:Plastic Grommet Mark Line For: Tag TG: 02_CHIEF Tag GC: PO1 % Off List: 69.50	804.00	245.22	245.22
9	1.00 Each	ALLSTEEL WKNSP281524-BBF--X-\$(L1STD)-.LFW1-FW-\$(L1STD)-.LFW1-FW-.SP-EL-.OMT Approach 15W SupportPed 28 1/8"H 24D BBF No Feet .X:Standard Wood \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut FW:Florence Walnut \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut FW:Florence Walnut .SP:Square EL:Matte Silver .OMT:OMT Core to Ord key Alike Mark Line For: Tag TG: 02_CHIEF Tag GC: PO1 % Off List: 69.50	1,600.00	488.00	488.00
10	1.00 Each	MOORECO, INC. 83845--838-45 Visionary Hierarchy Magnetic Glass Dry Erase Board - Red 47.2"H x 70.9"W 838:Dimension 45:47.2"H x 70.9"W	1,571.16	895.56	895.56



Proposal

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		Mark Line For: Tag TG: 02_CHIEF Tag GC: PO1			
		% Off List: 43.00			
11	2.00 Each	ALLSTEEL WKFS30--X-\$(L1STD)-.LFW1-FW Approach Floating Shelf 30W .X:Standard Wood \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut FW:Florence Walnut Mark Line For: Tag TG: 02_CHIEF Tag GC: PO1 % Off List: 0.00	1,318.00	1,318.00	2,636.00
12	1.00 Each	ALLSTEEL WKNT721824L--X-\$(L1STD)-.LFW1-FW-\$(L1STD)-.LFW1-FW-.SP- EL-.OMT Approach Wardrobe 72H 18W 24D L No Feet .X:Standard Wood \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut FW:Florence Walnut \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut FW:Florence Walnut .SP:Square EL:Matte Silver .OMT:OMT Core to Ord key Alike Mark Line For: Tag TG: 02_CHIEF Tag GC: PO1 % Off List: 69.50	3,455.00	1,053.78	1,053.78
13	1.00 Each	ALLSTEEL A2280-000--.P Sliding Conv Tray for Box Drws .P:Black Mark Line For: Tag TG: 02_CHIEF Tag GC: PO1 % Off List: 69.50	50.00	15.25	15.25
14	6.00 Each	9 TO 5 SEATING 1230-GT-A00-AP--P01-SF-~~~ Shuttle - Sled Base Guest Chair, Armless, All Plastic Back and Seat P01:P01 Black Swan SF:Silver Frame ~~:No Ganging Clips ~~:No Cal TB 133 (standard upholstery) Mark Line For: Tag TG: 03_WAITING Tag GC: CH-04	481.00	259.74	1,558.44



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		% Off List: 46.00			
15	6.00 Each	9 TO 5 SEATING 1230-GT-A00-UP--GRADE-A-PAULY-ASH-SF-~~~ Shuttle - Sled Base Guest Chair, Armless, Upholstered Back and Seat GRADE-A: Fabric Grade A PAULY: 9to5 - Nautilus - Pauly ASH: Ash SF: Silver Frame ~: No Ganging Clips ~: No Cal TB 133 (standard upholstery) Mark Line For: Tag TG: 04_SOFT INTERVIEW Tag GC: CH-02 % Off List: 46.00	576.00	311.04	1,866.24
16	1.00 Each	SPEC FURNITURE INC. TRECT--LAM-OTL-WILSONART-Florence Walnut-2MM-SILVER-SILVER Rectangular table: 36 in. deep x 96 in. long 29 in. high LAM: Laminated Top OTL: Other Standard Laminates WILSONART: Wilsonart Laminates Florence Walnut: WA 7993-38 2MM: 2MM Bio Edge SILVER: Silver SILVER: Silver Mark Line For: Tag TG: 04_SOFT INTERVIEW Tag GC: TA-03 % Off List: 50.00	2,024.00	1,012.00	1,012.00
17	1.00 Each	FURNITURELAB EVERCORE30X60--TAB-SEL TOP-S-EVERCORE-TAB-TP-REC-SEL DP- EC-0.76-1.52-TAB-EVERCORE FIN-CO-ASCO-TAB-TA-PREDRILL- PREDRILL 30X60" EverCore® Deluxe Solid Surface Table Top with a 1-1/2" profile and eased edge (3/4" plywood blank on the underside to attach base. Indoor use only) (Call for Quote). TAB-SEL TOP: Top Material S: Solid Surface EVERCORE: Evercore Solid Surface TAB-TP-REC-SEL DP-EC: Depth 0.76: 30"D 1.52: 60"W TAB-EVERCORE FIN: Select Solid Surface Finish CO-ASCO: Corian Ash Concrete TAB-TA-PREDRILL: Predrill PREDRILL: Predrill for base screws (per Base column) Mark Line For: Tag TG: 05_HARD INTERVIEW Tag GC: EVERCORE30X60 Tag T3: T-05a % Off List: 43.75	3,532.00	1,986.75	1,986.75
18	2.00	STANCE HEALTHCARE	1,477.00	738.50	1,477.00



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	Each	JXC121A-SL--JXC121A-SL-GRD2-(CF STINSO-(VINYL)-(LARA)-ST-Lara-Evening-MB85-1~ Jax Behavioral Health Single Chair, Armless, with Sled Base (22" seat width) JXC121A-SL:Fabric Selection GRD2:Vista Grade 2 Selection (CF STINSO:Fabric Grade 2 CF Stinson (VINYL):Vinyl (LARA):*** UNKNOWN *** ST-Lara-Evening:*** UNKNOWN *** MB85-1:Option for Moisture Barrier ~:No Select Mark Line For: Tag TG: 05_HARD INTERVIEW Tag GC: JXC121A-SL Tag T3: CH-06A % Off List: 50.00			
19	1.00 Each	STANCE HEALTHCARE JXC121A-SL--JXC121A-SL-GRD2-(CF STINSO-(VINYL)-(LARA)-ST-Lara-Haze-MB85-1~ Jax Behavioral Health Single Chair, Armless, with Sled Base (22" seat width) JXC121A-SL:Fabric Selection GRD2:Vista Grade 2 Selection (CF STINSO:Fabric Grade 2 CF Stinson (VINYL):Vinyl (LARA):*** UNKNOWN *** ST-Lara-Haze:*** UNKNOWN *** MB85-1:Option for Moisture Barrier ~:No Select Mark Line For: Tag TG: 05_HARD INTERVIEW Tag GC: JXC121A-SL Tag T3: CH-06B % Off List: 50.00	1,477.00	738.50	738.50
20	2.00 Each	FURNITURELAB PERMA30X60--NO-TOPPLATE Permanent Mount Base, Note: "This product has been discontinued (special order only) please reselect." NO-TOPPLATE:No Selection Mark Line For: Tag TG: 05_HARD INTERVIEW Tag GC: PERMA30X60 Tag T3: T-05a % Off List: 43.75	491.00	276.19	552.38
21	1.00 Each	ALLSTEEL AMPTWMB--.P71 Structure Wall Mount Bracket .P71:Black Mark Line For: Tag TG: 05_HARD INTERVIEW Tag GC: WMB Tag T3: T-05a Tag T5: WMB	162.00	58.32	58.32



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		% Off List: 64.00			
22	4.00 Each	SPEC FURNITURE INC. VESTA PORTA Vesta Portable Charging Units Mark Line For: Tag TG: 06_TRAINING ROOM % Off List: 50.00	892.00	446.00	1,784.00
23	2.00 Each	MOORECO, INC. 83845--838-45 Visionary Hierarchy Magnetic Glass Dry Erase Board - Red 47.2"H x 70.9"W 838:Dimension 45:47.2"H x 70.9"W Mark Line For: Tag TG: 06_TRAINING ROOM Tag GC: 83845 % Off List: 43.00	1,110.94	633.24	1,266.48
24	1.00 Each	HON INDUSTRIES HTLCRED72S--\$(L1STD)-.LFW1-.FW-\$(L1STD)-.LFW1-.3-.N~ Preside 20x72 36H Hospitality Credenza w/Shelf \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut .FW:Florence Walnut \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut .3:Rounded SquareMatteChrome .N:No Cutout ~:Undecided LAMINATE Option Mark Line For: Tag TG: 06_TRAINING ROOM Tag GC: 20x72 % Off List: 53.30	3,807.00	1,777.87	1,777.87
25	8.00 Each	ALLSTEEL AW3LF2460T--.X-\$(L1STD)-.LFW1-.FW-.AGO 24Dx60W Aware Top Lam FlatEdg for T-Fixed or Nest .X:Standard Wood \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut .FW:Florence Walnut .AGO:No Cutouts Mark Line For: Tag TG: 06_TRAINING ROOM Tag GC: 24x60-N % Off List: 0.00	739.00	739.00	5,912.00
26	1.00 Each	HON INDUSTRIES HTLLECTA--\$(L1STD)-.LFW1-.G Preside Laminate Lectern \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut .G:Loop Black	1,946.00	908.78	908.78



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		Mark Line For: Tag TG: 06_TRAINING ROOM Tag GC: HTLLECTA			
		% Off List: 53.30			
27	36.00 Each	ALLSTEEL K-PPCABNO--.BLK-.3-.POLYST Seek Work Armless Poly Bk Poly Seat Blk Fr Cstr .BLK:Black .3:Multi-surface Caster .POLYST:Polymer Seat Mark Line For: Tag TG: 06_TRAINING ROOM Tag GC: SEEK % Off List: 64.00	922.00	331.92	11,949.12
28	8.00 Each	ALLSTEEL AW2TS24N60CB--\$(P2)-.PR6-.B Aware 24D x 60W NestingT-Leg CSTR Pnt(Kit) \$(P2):P2 Paint Opts .PR6:Silver .B:Black Mark Line For: Tag TG: 06_TRAINING ROOM Tag GC: TRAINING ROOM % Off List: 64.00	1,654.00	595.44	4,763.52
29	4.00 Each	HON INDUSTRIES HRVF5724P--\$(P1)-.PJW Panel Frame 57.5H x 24W \$(P1):P1 Paint Opts .PJW:Designer White Mark Line For: Tag TG: 07_WS1 Tag GC: 24/57 % Off List: 64.70	379.00	133.79	535.16
30	4.00 Each	HON INDUSTRIES HHATW2852CT--\$(L1STD)-.LFW1-.FW-.G1-P 52W x 28D Rect Worksurface - C/T Base \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut .FW:Florence Walnut .G1:1 Grommet - Centered P:Black Mark Line For: Tag TG: 07_WS1 Tag GC: 28/52 % Off List: 64.70	594.00	209.68	838.72
31	3.00 Each	HON INDUSTRIES HRVG5730L--\$(L1STD)-.LFW1-.FW-.VLG-.G 57.5"H Gallery Panel x 30"W \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut	775.00	273.58	820.74



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		.FW:Florence Walnut .VLG:Horizontal Grain/Solid LamOnly .G:Glides Mark Line For: Tag TG: 07_WS1 Tag GC: 30/57 % Off List: 64.70			
32	4.00 Each	HON INDUSTRIES HRVF5730P--\$(P1)-.PJW Panel Frame 57.5H x 30W \$(P1):P1 Paint Opt .PJW:Designer White Mark Line For: Tag TG: 07_WS1 Tag GC: 30/57 % Off List: 64.70	392.00	138.38	553.52
33	2.00 Each	HON INDUSTRIES HRVG5733L--\$(L1STD)-.LFW1-.FW-.VLG-.G 57.5"H Gallery Panel x 33"W \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut .FW:Florence Walnut .VLG:Horizontal Grain/Solid LamOnly .G:Glides Mark Line For: Tag TG: 07_WS1 Tag GC: 33/57 % Off List: 64.70	816.00	288.05	576.10
34	3.00 Each	HON INDUSTRIES HRVC57GP--\$(P1)-.P095 57.5"H Wing Middle Connector Kit \$(P1):Grade 1 .P095:Sage Mark Line For: Tag TG: 07_WS1 Tag GC: 58S % Off List: 64.70	301.00	106.25	318.75
35	2.00 Each	HON INDUSTRIES HRVCE--\$(P1)-.P Spanning End-of-Run and "L" Connector Kit \$(P1):Grade 1 .P:Black Mark Line For: Tag TG: 07_WS1 Tag GC: GPL % Off List: 64.70	110.00	38.83	77.66
36	4.00 Each	HON INDUSTRIES HHATB2S2LC--\$(P2)-.PR6-.X-.MEM 2 Stage 2 Leg Rectangle C Foot \$(P2):P2 Paint Opt	1,090.00	384.77	1,539.08



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		.PR6:Silver .X:Standard Glide .MEM:Memory Preset Mark Line For: Tag TG: 07_WS1 Tag GC: HATB-2S-C % Off List: 64.70			
37	3.00 Each	HON INDUSTRIES HRVCM--\$(P1)-.P Wing Middle Attachment Brackets \$(P1):Grade 1 .P:Black Mark Line For: Tag TG: 07_WS1 Tag GC: M % Off List: 64.70	127.00	44.83	134.49
38	4.00 Each	HON INDUSTRIES HRVTC24--\$(P1)-.L Abound Top Cap Trim 24"W \$(P1):P1 Paint Opts .L:Putty Mark Line For: Tag TG: 07_WS1 Tag GC: TC24-C % Off List: 64.70	53.00	18.71	74.84
39	4.00 Each	HON INDUSTRIES HRVTC30--\$(P1)-.L Abound Top Cap Trim 30"W \$(P1):P1 Paint Opts .L:Putty Mark Line For: Tag TG: 07_WS1 Tag GC: TC30-C % Off List: 64.69	65.00	22.95	91.80
40	4.00 Each	HON INDUSTRIES HAUFHR15N--.L-PR6-\$(P2)-.PR6-\$(P2)-.PR6-.L Undermount Cubby with Locking Door Flush Mount .L:Linear PR6:Silver \$(P2):Select Grade 2 Paint Opts .PR6:Silver \$(P2):Select Grade 2 Paint Opts .PR6:Silver .L:Lock Mark Line For: Tag TG: 07_WS1 Tag GC: ULD % Off List: 55.40	650.00	289.90	1,159.60
41	4.00 Each	HON INDUSTRIES HRVT3024M--.X	368.00	129.90	519.60



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		Abound 30H x 24W Markerboard Tile .X:X Mark Line For: Tag TG: 07_WS1 Tag GC: WS1 % Off List: 64.70			
42	4.00 Each	HON INDUSTRIES HRVFSB30 Abound 30"W Segment Bar Mark Line For: Tag TG: 07_WS1 Tag GC: WS1 % Off List: 64.70	33.00	11.65	46.60
43	4.00 Each	HON INDUSTRIES HRVT2224T--\$(A)-.APN-16 Fabric Tile 22.5H x 24W \$(A):Grd A Fabric .APN:Appoint 16:Nimbus Mark Line For: Tag TG: 07_WS1 Tag GC: WS1 % Off List: 64.70	122.00	43.07	172.28
44	4.00 Each	HON INDUSTRIES HRVT5230T--~ Tackable Acoustical Tiles 52.5H x 30W ~:Undecided FABRIC Option Mark Line For: Tag TG: 07_WS1 Tag GC: WS1 % Off List: 64.70	201.00	70.95	283.80
45	4.00 Each	HON INDUSTRIES HRVT5224T--~ Tackable Acoustical Tiles 52.5H x 24W ~:Undecided FABRIC Option Mark Line For: Tag TG: 07_WS1 Tag GC: WS1 % Off List: 64.70	179.00	63.19	252.76
46	4.00 Each	HON INDUSTRIES HRVT3030M--.X Abound 30H x 30W Markerboard Tile .X:X Mark Line For: Tag TG: 07_WS1 Tag GC: WS1 % Off List: 64.70	395.00	139.44	557.76
47	4.00 Each	HON INDUSTRIES HRVFSB24 Abound 24"W Segment Bar	33.00	11.65	46.60



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		Mark Line For: Tag TG: 07_WS1 Tag GC: WS1 % Off List: 64.70			
48	4.00 Each	HON INDUSTRIES HRVT2230T--\$(A)-.APN-16 Fabric Tile 22.5H x 30W \$(A):Grd A Fabric .APN:Appoint 16:Nimbus Mark Line For: Tag TG: 07_WS1 Tag GC: WS1 % Off List: 64.70	128.00	45.18	180.72
49	5.00 Each	MOORECO, INC. 83845--838-45 Visionary Hierarchy Magnetic Glass Dry Erase Board - Red 47.2"H x 70.9"W 838:Dimension 45:47.2"H x 70.9"W Mark Line For: Tag TG: 08_PO2 % Off List: 43.00	1,202.08	685.19	3,425.95
50	5.00 Each	HON INDUSTRIES H105380K--\$(L1STD)-.LFW1-LFW1 10500 Series30"x18 1/2" Wall Mount Storage 2-Dr Locking \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut LFW1:Florence Walnut Mark Line For: Tag TG: 08_PO2 Tag GC: 14x30x18 % Off List: 53.30	960.00	448.32	2,241.60
51	5.00 Each	HON INDUSTRIES H105383K--\$(L1STD)-.LFW1-LFW1 10500 Series48"x18 1/2" Wall Mount Storage 3-Dr Locking \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut LFW1:Florence Walnut Mark Line For: Tag TG: 08_PO2 Tag GC: 14x48x18 % Off List: 53.30	1,221.00	570.21	2,851.05
52	5.00 Each	HON INDUSTRIES HHATW2448CT--\$(L1STD)-.LFW1-.FW-.G1-T1 48W x 24D Rect Worksurface - C/T Base \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut .FW:Florence Walnut .G1:1 Grommet - Centered T1:Platinum	512.00	180.74	903.70



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		Mark Line For: Tag TG: 08_PO2 Tag GC: 24/48 % Off List: 64.70			
53	5.00 Each	HON INDUSTRIES H105897R--\$(L1STD)-.LFW1-LFW1 10500 Series 66Wx30Dx29-1/2H Sgl Ped DskRH B/B/FRectTop \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut LFW1:Florence Walnut Mark Line For: Tag TG: 08_PO2 Tag GC: 30/66 % Off List: 53.30	1,595.00	744.87	3,724.35
54	5.00 Each	HON INDUSTRIES HHATB2S2LT--\$(P2)-.PR6-.X-.MEM 2 Stage 2 Leg Rectangle T Foot \$(P2):P2 Paint Opts .PR6:Silver .X:Standard Glide .MEM:Memory Preset Mark Line For: Tag TG: 08_PO2 Tag GC: HATB-2S-T % Off List: 64.70	1,090.00	384.77	1,923.85
55	1.00 Each	HON INDUSTRIES HESC3H3WS--.C-.N-.S-\$(P2)-.T1-.NA-\$(P2)-.T1-\$(L1STD)-.LFW1 3-HIGH 3-WIDE CUBBY .C:Standard .N:Without Door .S:Solid \$(P2):P2 Paint Opts .T1:Platinum Metallic .NA:Match Case \$(P2):P2 Paint Opts .T1:Platinum Metallic \$(L1STD):Grd L1 Standard Laminate .LFW1:Florence Walnut Mark Line For: Tag TG: 09_GYM % Off List: 0.00	2,994.00	2,994.00	2,994.00
56	6.00 Each	9 TO 5 SEATING 1910-GT-A00-AP--SF-GLIDE-G21G-P01--~ Cavo - Four Leg Guest Chair, Armless, All Plastic SF:Silver Frame GLIDE:Glides G21G:G21B Tapered Plastic Glide - Gray P01:P01 Black Swan ~:No Ganging Clips Mark Line For: Tag TG: 10_SMALL BREAKROOM Tag GC: CH-07	390.00	210.60	1,263.60



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		% Off List: 46.00			
57	1.00 Each	SPEC FURNITURE INC. TRECT--LAM-OTL-WILSONART-Florence Walnut-2MM-SILVER-SILVER Rectangular table: 36 in. deep x 72 in. long 29 in. high LAM:Laminate Top OTL:Other Standard Laminates WILSONART:Wilsonart Laminates Florence Walnut:WA 7993-38 2MM:2MM Bio Edge SILVER:Silver SILVER:Silver Mark Line For: Tag TG: 10_SMALL BREAKROOM Tag GC: TA-04 % Off List: 50.00	4,448.00	2,224.00	2,224.00
58	2.00 Each	SPEC FURNITURE INC. MINI Mini Tap Undermount Power Mark Line For: Tag TG: 10_SMALL BREAKROOMV % Off List: 50.00	97.70	48.85	97.70
59	8.00 Each	9 TO 5 SEATING 1910-GT-A00-AP--SF-CASTER-C12S-P01--~ Cavo - Four Leg Guest Chair, Armless, All Plastic SF:Silver Frame CASTER:Castors C12S:C12S Hard Floor and Carpet Casters P01:P01 Black Swan ~:No Ganging Clips Mark Line For: Tag TG: 11_MAIN BREAKROOM Tag GC: CH-07 % Off List: 46.00	435.00	234.90	1,879.20
60	4.00 Each	9 TO 5 SEATING 1910-ST24-A00-AP--SF-G21G-P01--~ Cavo - Four Leg 24" Counter Stool, Armless, All Plastic SF:Silver Frame G21G:G21B Tapered Plastic Glide - Gray P01:P01 Black Swan ~:No Ganging Clips Mark Line For: Tag TG: 11_MAIN BREAKROOM Tag GC: ST-01 % Off List: 46.00	520.00	280.80	1,123.20
61	7.00 Each	SPEC FURNITURE INC. JOSHUA ROCKING CHAIR Joshua Rocking Chair Mark Line For: Tag TG: 12_LOUNGE	679.00	339.50	2,376.50



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		% Off List: 50.00			
62	7.00 Each	HON INDUSTRIES HCWPT--\$(L1STD)-.LFW1-.FW-\$(P1)-.CBK 15" x 17" Personal Table \$(L1STD):Grd L1 Standard Laminate .LFW1:Florence Walnut .FW:Florence Walnut \$(P1):P1 Paint Opts .CBK:Charblack Mark Line For: Tag TG: 12_LOUNGE Tag GC: 15x17 % Off List: 64.70	466.00	164.50	1,151.50
63	7.00 Each	9 TO 5 SEATING 1230-GT-A00-UP--GRADE-A-PAULY-ASH-SF-~~~ Shuttle - Sled Base Guest Chair, Armless, Upholstered Back and Seat GRADE-A: Fabric Grade A PAULY: 9to5 - Nautilus - Pauly ASH: Ash SF: Silver Frame ~~: No Ganging Clips ~~: No Cal TB 133 (standard upholstery) Mark Line For: Tag TG: GUEST Tag GC: CH-02 % Off List: 46.00	576.00	311.04	2,177.28
64	10.00 Each	SPEC FURNITURE INC. E2 E2 Dual Monitor Arm Mark Line For: Tag TG: MONITOR ARMS % Off List: 50.00	598.00	299.00	2,990.00
65	10.00 Each	SPEC FURNITURE INC. CHG-CAP-E SNAP ON CHARGING MOUNT Mark Line For: Tag TG: MONITOR ARMS % Off List: 50.00	245.00	122.50	1,225.00
66	10.00 Each	ALLSTEEL CSW-MHHNO--.BLK-.BLK-.L-BLK-.2-.B-.FWM55-\$(1)-.UR-10-.N Lyric Task Synchro Work Mesh High 2D NO FC .BLK: Black .BLK: Black .L: Lumbar BLK: Black .2: Standard cylinder .B: Black Multi-Surface .FWM55: 4-Way Black \$(1): Grd 1 Uph .UR: Contourett	1,385.00	581.70	5,817.00



Proposal

051 - FF&E DALLAS
2343 WALNUT HILL LANE
DALLAS, TX 75229
Phone: (972) 488-4100
Fax: (972) 488-8815
www.wilsonbauhaus.com

Order Number	7935
Date	01/28/2025
Customer PO No	Town of Little Elm Public Safety
Customer Name	TOWN OF LITTLE ELM
Salesperson	A - KAIYAN CHEN
Project Number	
Terms	NET 30 DAYS
Page	16 of 19

		10:Black .N:No Headrest Mark Line For: Tag TG: TASK Tag GC: CH-04 % Off List: 58.00			
67	6.00 Each	ALLSTEEL CLL-MLHNO--.BLK-.BLK-.L-BLK-.2-.B-.FWM55-\$(1)-.UR-93-.N Lyric LT Mesh 2D NO FC .BLK:Black .BLK:Black .L:Lumbar BLK:Black .2:Standard cylinder .B:Black Multi-Surface .FWM55:4-Way Black \$(1):Grd 1 Uph .UR:Contourett 93:Nimbus .N:No Headrest Mark Line For: Tag TG: TASK Tag GC: LYRIC L&T % Off List: 58.00	1,948.00	818.16	4,908.96
68	3.00 Each	SPEC FURNITURE INC. H-6152 Stainless Steel Wire Shelving Unit - 36 x 24 x 86" Mark Line For: Tag TG: 13_JANITOR % Off List: 50.00	540.00	270.00	810.00
69	2.00 Each	EMUAMERICAS LLC W3636--- Wes 36" Square :Emu Americas :City Finish Mark Line For: Tag TG: 14_OUTDOOR % Off List: -25.00	129.60	162.00	324.00
70	2.00 Each	EMUAMERICAS LLC 1362--- Zak Table Bases :Polished Aluminum : Mark Line For: Tag TG: 14_OUTDOOR % Off List: -25.00	182.25	227.81	455.62
71	8.00 Each	EMUAMERICAS LLC 146-- Bridge Side :Cement	133.65	167.06	1,336.48



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Page	17 of 19

		Mark Line For: Tag TG: 14_OUTDOOR			
		% Off List: -25.00			
72	1.00 Each	SPEC FURNITURE INC. FREIGHT FREIGHT SPEC % Off List: 0.00	0.00	791.70	791.70
74	1.00 Each	9 TO 5 SEATING FREIGHT FREIGHT FOR 9TO5 PRODUCTS. % Off List: 0.00	0.00	0.00	0.00
76	1.00 Each	EMUAMERICAS LLC FREIGHT FREIGHT FOR EMU PRODUCTS. % Off List: 0.00	0.00	1,256.31	1,256.31
78	1.00 Each	STANCE HEALTHCARE FREIGHT % Off List: 0.00	0.00	0.00	0.00
79	1.00 Each	MOORECO, INC. FREIGHT FREIGHT FOR MOORECO PRODUCTS. % Off List: 0.00	0.00	383.50	383.50
80	1.00 Each	FURNITURELAB BRACKETS BRACKETS FOR LEGS. % Off List: 43.75	128.00	72.00	72.00
81	1.00 Each	FURNITURELAB FREIGHT FREIGHT FOR FURNITURELAB PRODUCTS. % Off List: 0.00	0.00	367.50	367.50
82	1.00 Each	WILSON BAUHAUS INSTALLATION TEAM QUOTED LABOR LABOR TO RECEIVE, DELIVER AND INSTALL PER THE ATTACHED PLAN. WORK TO BE COMPLETED DURING NORMAL BUSINESS HOURS. % Off List: 0.00	0.00	11,714.29	11,714.29
83	1.00 Each	WBI - PROJECT MGMT SERVICES PM PROJECT MANAGEMENT SERVICES. % Off List: 0.00	0.00	65.00	65.00



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Page	18 of 19

Order Sub-Total : \$128,091.32

TOTAL ORDER : \$128,091.32

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

Signature: _____ Name: _____ Title: _____ Date: _____



Proposal

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Page	19 of 19

Terms & Conditions

Company/Buyer/Title: _____

Quote/PO#/Date: _____

Address: _____

Signature: _____

Seller: wilson bauhaus interiors, LLC ("Seller") 2343 Walnut Hill Lane, Dallas, TX 75229



Date: 02/18/2025
Agenda Item #: 5. N.
Department: Development Services
Strategic Goal: Maximize community recreation and leisure activities
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve a **Contract between the Town of Little Elm and Taylor & Sandra Lee Trust & S Hansel Living Trust to Purchase approximately 13.8 acres of Undeveloped Land located near the intersection of US 380 and Doe Creek Road.**

DESCRIPTION:

The Town of Little Elm recently completed the Parks, Recreation & Open Space Master Plan Update, which includes recommendations for improving the parks and recreation amenities offered by the Town. One of the recommendations includes expanding the Town's trail system by providing regional connections to other trail systems.

The property proposed for purchase is located near the intersection of US 380 and Doe Creek Road and provides a direct connection to an existing bridge along US 380. Purchasing this property is recommended in the Master Plan Update because it would provide a suitable location to cross under US 380 and connect to other trail systems located north of the roadway. The property could also be used to provide other passive park amenities.

BUDGET IMPACT:

Funding for the purchase of the property is allocated within the capital improvement program budget.

\$	50,000.00	Contract Amount
\$	10,000.00	Contingency / Closing Costs
\$	60,000.00	Total Funding Request

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Purchase Contract
Excerpt from Parks Master Plan

Trail Concept Plan

**UNIMPROVED PROPERTY CONTRACT**

NOTICE: Not For Use For Condominium Transactions



1. **PARTIES:** The parties to this contract are Taylor & Sandra Lee Trust & S Hansel Living Trust (Seller) and Town of Little Elm TX (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2. **PROPERTY:** Lot _____, Block _____, Addition, _____, City of Little Elm, County of Denton, Texas, known as A1671A Taylor, Tr 2 6.6872 Ac & 4.38 ac, A0079 Barnes, Tr 11(Pt) 2.3 acres (13.826 acr (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto (Property).
RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.
3. **SALES PRICE:**
 - A. Cash portion of Sales Price payable by Buyer at closing. \$ 50,000.00
The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.
 - B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum. \$ _____
 - C. Sales Price (Sum of A and B) \$ 50,000.00
4. **LEASES:**
 - A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.
 - B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller ☐ is ☐ is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:
 - ☐ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
 - ☐ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.
5. **EARNEST MONEY AND TERMINATION OPTION:**
 - A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Chicago Title (Escrow Agent) at Prosper Trail, Prosper, TX (address): \$ 500.00 as earnest money and \$ N/A as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.
 - (1) Buyer shall deliver additional earnest money of \$N/A to Escrow Agent within _____ days after the Effective Date of this contract.
 - (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
 - (3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
 - (4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.
 - B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.

- C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. TIME: **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

- A. TITLE POLICY: Seller shall furnish to Buyer at ☐ Seller's ☒ Buyer's expense an owner's policy of title insurance (Title Policy) issued by Chicago Title - Prosper (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
☐ (i) will not be amended or deleted from the title policy; or
☐ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☐ Seller.
 - (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- ☒ (1) Within 7 days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☐ Seller's ☒ Buyer's expense no later than 3 days prior to Closing Date.
- ☐ (2) Within _____ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- ☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

Buyer must object the earlier of (i) the Closing Date or (ii) _____ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate

(Address of Property)

within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☐ is ☒ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.

(Address of Property)

- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property ☐ is ☒ is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, MUD, WCID, PID notices): n/a

7. PROPERTY CONDITION:

- A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

- B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☒ (1) Buyer accepts the Property As Is.
- ☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

- C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

- D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURE:

- (1) Seller ☐ is ☐ is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller ☐ is ☐ is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller ☐ is ☐ is not aware of any environmental hazards that materially and adversely affect the Property.
- (4) Seller ☐ is ☐ is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
- (5) Seller ☐ is ☐ is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
- (6) Seller ☐ is ☐ is not aware of any threatened or endangered species or their habitat affecting the Property.
- (7) Seller ☐ is ☐ is not aware that the Property is located ☐ wholly ☐ partly in a floodplain.
- (8) Seller ☐ is ☐ is not aware that a tree or trees located on the Property has oak wilt.

If Seller is aware of any of the items above, explain (attach additional sheets if necessary): _____

8. BROKERS AND SALES AGENTS:

- A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: n/a
- B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

- A. The closing of the sale will be on or before 45 days after effective date, _____, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney. _____)

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
- (1) Expenses payable by Seller (Seller's Expenses):
 - (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
 - (b) Seller shall also pay an amount not to exceed \$ _____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.
 - (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

- A. **PRORATIONS:** Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

(Address of Property)

- B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.
14. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
16. **MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
17. **ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
18. **ESCROW:**
- A. **ESCROW:** The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
- C. **DEMAND:** Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.
19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
20. **FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: _____

To Seller at: _____

Phone: _____

Phone: _____

E-mail/Fax: _____

E-mail/Fax: _____

E-mail/Fax: _____

E-mail/Fax: _____

With a copy to Buyer's agent at:

With a copy to Seller's agent at:

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- ☐ Third Party Financing Addendum
- ☐ Seller Financing Addendum
- ☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- ☐ Buyer's Temporary Residential Lease
- ☐ Seller's Temporary Residential Lease
- ☐ Addendum for Reservation of Oil, Gas and Other Minerals
- ☐ Addendum for "Back-Up" Contract
- ☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal
- ☐ Addendum containing Notice of Obligation to Pay Improvement District Assessment

- ☐ Addendum for Coastal Area Property
- ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ☐ Addendum for Sale of Other Property by Buyer
- ☐ Addendum for Property in a Propane Gas System Service Area
- ☐ Other (list): _____

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's
Attorney is: _____

Seller's
Attorney is: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

EXECUTED the _____ day of _____ , _____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer
Town of Little Elm TX

Seller
Taylor & Sandra Lee Trust & S Hansel Living Trust

Buyer

Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-16. This form replaces TREC NO. 9-15.

BROKER INFORMATION

(Print name(s) only. Do not sign)

Specialty Land Services LLC

8008089

Other Broker Firm

License No.

Listing Broker Firm

License No.

represents

☒ Buyer only as Buyer's agent

represents

☐ Seller and Buyer as an intermediary

☐ Seller as Listing Broker's subagent

☐ Seller only as Seller's agent

Buddy Minett

0522235

Associate's Name

License No.

Listing Associate's Name

License No.

Team Name

Team Name

buddy@specialtyland.com

(972)679-9488

Associate's Email Address

Phone

Listing Associate's Email Address

Phone

Licensed Supervisor of Associate

License No.

Licensed Supervisor of Listing Associate

License No.

8780 3rd St

Other Broker's Address

Phone

Listing Broker's Office Address

Phone

Frisco

TX

75034

City

State

Zip

City

State

Zip

Selling Associate's Name

License No.

Team Name

Selling Associate's Email Address

Phone

Licensed Supervisor of Selling Associate

License No.

Selling Associate's Office Address

City

State

Zip

Disclosure: Pursuant to a previous, separate agreement (such as a MLS offer of compensation or other agreement between brokers), Listing Broker has agreed to pay Other Broker a fee (_____). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent Chicago Title _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

Hansel Property



Location: University Dr / Doe Creek Rd

Acres: 13.8

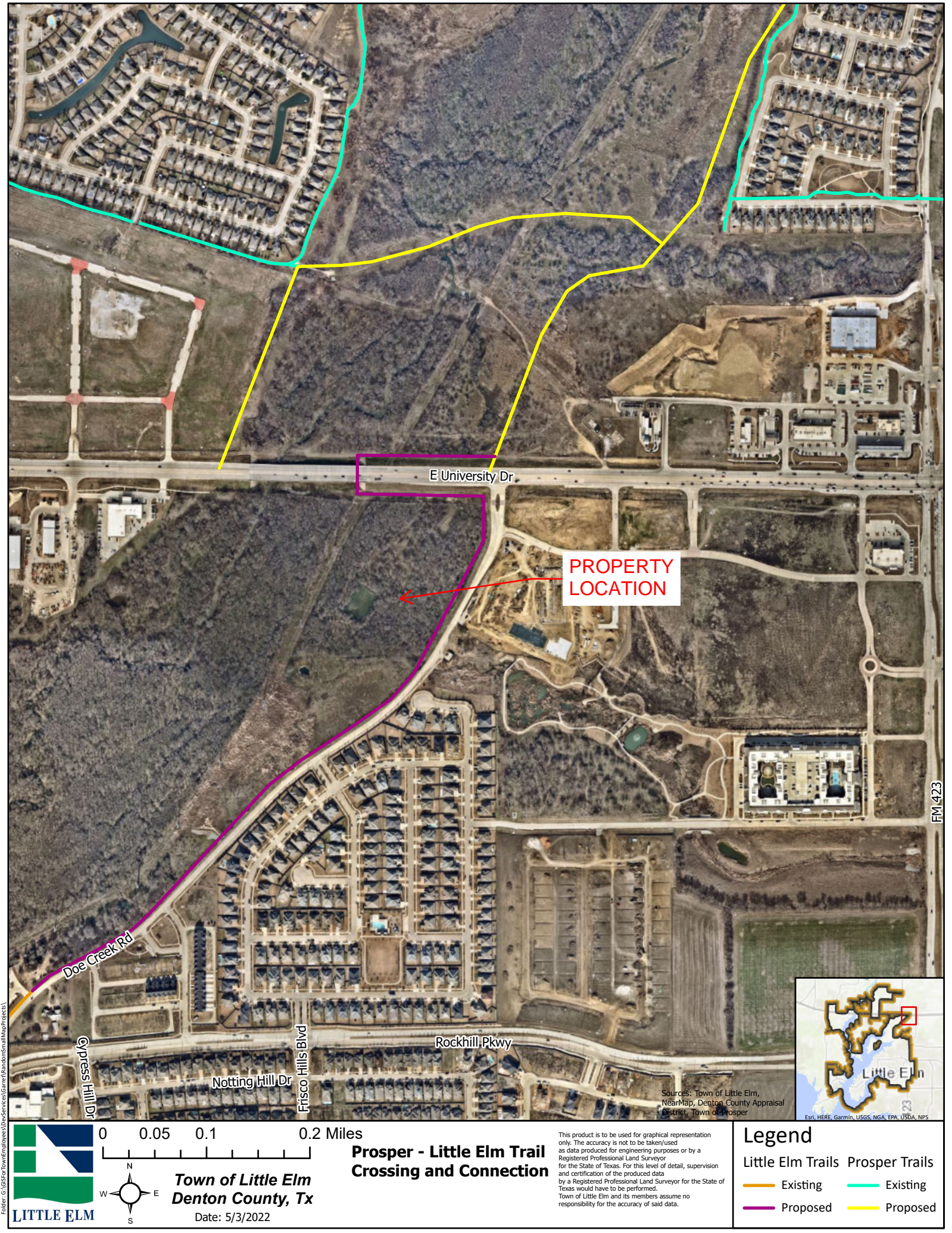
Classification: Undeveloped

Amenities:


- Open Space

* This property is not currently owned by the Town of Little Elm.



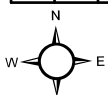


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Town of Little Elm
Denton County, Tx
Date: 5/3/2022





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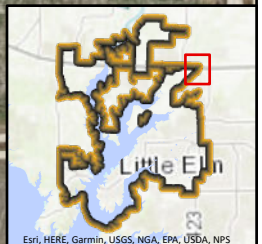


Prosper - Little Elm Trail Crossing and Connection

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.

Legend

Little Elm Trails	Prosper Trails
 Existing	 Existing
 Proposed	 Proposed



Sources: Town of Little Elm, NearMap, Denton County Appraisal District, Town of Prosper

FM 423



Date: 02/18/2025
Agenda Item #: 6. A.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Olga Chernomorets, Managing Director of Planning

AGENDA ITEM:

Hold A Public Hearing, Present, Discuss, And Consider Action On **Ordinance No. 1799 Regarding A Request To Rezone Approximately 14.33 Acres Of Land, Currently Zoned As Planned Development - Light Commercial, Through Ordinance No. 1589, As Amended By Ordinance No. 1742, Generally Located Northwest Of The Intersection Of US Highway 380 And FM 2931, Within Little Elm's Town Limits, In Order To Establish A New Planned Development - Light Commercial District, With Modified Uses, Development Standards, And Sign Standards To Allow For Development Of A Big Box Retail Store And Associated Fuel Station.**

- Open Public Hearing:
- Receive Public Comments:
- Close Public Hearing:
- Take Action on Ordinance No. 1799:

DESCRIPTION:

Location

Generally located northwest of the intersection of US Highway 380 and FM 2931, within Little Elm's town limits.

Background

The subject properties consist of four vacant undeveloped tracts of land totaling approximately 14.33 acres, currently zoned as Light Commercial (LC) through PD No. 1742. The property was initially annexed into the Town in 2014 through Ordinance No. 1247. The Future Land Use Plan for the subject properties is designated as "Commercial/Retail." While the property is not currently in the US 380 Overlay district, it is part of a special area planning effort currently underway; the vision is for the entire US 380 corridor to be designated as the overlay district.

Properties to the north and west are developed multifamily properties. The subject property has access to FM 2931 to east which also serves as the town limits. Properties to the south are light commercial pad sites that front onto U.S. Highway 380. The recently approved Bates Retail Planned Development, approved in 2024, is directly to the south, across U.S. Highway 380.

The original intent of the existing PD, first approved in 2015 through Ordinance No. 1283, was for a mixed-use development featuring multifamily residential, a large retail anchor, and several small retail out-parcels across the 54 acres site. Currently the Alta 380 area consists of the vacant large internal parcel for a big box retail store, nine out-parcels in various stages of development, two multifamily apartment complexes, and two open space lots. In the time since the original PD there have been subsequent PD Amendments to allow for waivers on out parcel sites and the multifamily apartments. There has also been an approved PD amendment (Ordinance No. 1742) to allow for hotel development and/or smaller retail use options within the interior parcel, and provide interior pedestrian connectivity.

The applicant first approached the Town earlier this year with plans to develop the site for a big-box retail anchor with a drive-thru pharmacy pick-up window, a grocery pick-up area, and a fuel-pump station. While the proposed development meets the original intent of the existing PD, several components of the proposal require a Specific Use Permit. Additionally, in order to maintain the big box grocer's new building and gas station prototype, as well as existing site layout challenges to accommodate big box operations, the applicant is not able to fully meet the Town's Zoning Ordinance.

As a result, it was determined that the best route forward is to request a new Planned Development district, based on Light Commercial district regulations. Staff and the applicant have been working to reduce the amount of requested modifications needed to make the project viable in an effort to bring the development closer toward compliance with the Town's zoning and development standards.

Proposal

The applicant is proposing to rezone the subject properties to establish a new Planned Development (PD) district based on Light Commercial district standards with modified development standards and uses. The rezoning would allow for a new, single parcel, commercial development, with a big box anchor tenant with a pharmacy drive through pick-up window, grocery pick-up area, and covered fuel station. The proposed development includes:

- A big box retail store totaling 118,337 square feet;
- A pharmacy drive-thru lane and pickup window;
- A grocery pickup area totaling 16 parking spaces;
- A fuel station for seven dual-sided fuel stations, totaling 14 gas pumps; and,
- Onsite and Offsite (but within the same development) signage.

The proposal would complete the planning for all the available parcels on site. In addition to the above-mentioned site features, the proposal also changes the drainage area for the overall original PD development. This proposal also completes internal pedestrian sidewalk connections for the Alta 380 site, as intended through the latest PD amendment, providing shaded internal sidewalk connections both within the Big Box site, but also along the site's southern boundary to the out-parcels.

The applicant is proposing to meet the Light Commercial District standards with the following modifications:

1. Uses
 1. Drive-thru for pharmacy pick-up window
 2. Grocery pick-up area
 3. Fuel Station

2. Architectural standards
 1. Reduced building materials, articulation, color, and auxiliary design
3. Landscape regulations
 1. Reduced perimeter landscape along right-of-way
 2. Reduced Foundation Planting
4. Screening standards
 1. Loading facility screening requirements
 2. Waste Collection Areas Screening requirements
5. Parking standards
 1. Reduced parking space width
 2. Reduced parking ratio
6. Sign standards
 1. Allow off-site signage, as shown on sign plan
 2. Allow Fuel price sign on canopy of fuel station
 3. Allow wall signs as shown in the sign plan

Uses

The base zoning district for this PD will remain Light Commercial (LC). Under the LC district “Big Box” stores are allowed by right. In addition, the applicant is requesting to be able to operate a pharmacy pick-up window, a grocery pick-up area, and a fuel station. These individual uses require a Specific Use Permit as either a drive-thru or fuel station per the Town’s use chart.

The Drive-thru pharmacy pick-up window and grocery pick-up area are both on the east side of the property, between the store and right-of-way of FM 2931. The typical requirements for these drive-thru pick-up areas, as found in section 106.05.02(y), are that they not be located between the primary entrance, or front of the business, and the right-of-way, not impede pedestrian or bike traffic, and be screened with 36” high shrubs. The pick-up facilities are located between the building and right-of-way, however they are not between the primary entrance and the right-of-way. Additionally, there is a large amount of screening and distance between the pick-up uses and the Right-of-way. In recent development, both of the pick-up models appear to be staples of the big box grocery store industry, offer convenience to the end user, and reduce the demand for the parking at the front of the store.

The larger Alta 380 site already features a fuel station on the corner of U.S. Highway 380 and FM 2931, which is just south of where the proposed fuel station would be located. There is also a fuel station to the east, across FM 2931, though this is not within the Town’s jurisdiction. The existing station was built around 2016, roughly two years after the site was annexed into the Town. It does not appear that an SUP was required at that time. Little Elm Parkway and FM 423 intersection features another high density of fuel stations, containing a RaceTrac, QuikTrip, and another Kroger Fuel Center, all within 1,000 feet of each other. With US 380 expansion and general growth in this area, Staff believes there is sufficient demand, and would rather see a gas station added more interior to a development, as proposed, instead of along the US 380 frontage.

Staff are generally in support of the requested use changes. Given the changing retail trends, drive-thrus are growing in popularity and becoming a requirement for most high-quality businesses. Staff believe that the controls currently in place with regard to site design and director discretion give staff the available tools to properly apply to Town’s vision for the Highway 380 corridor.

Zoning Standards

The proposed development plans show all the lots meeting the zoning lot regulations with regard to front yard setbacks, side yard setbacks, rear yard setbacks, building height, maximum floor area, lot width, lot area, and lot coverage.

Facade Standards

Proposed facade plans strive to meet the intent of the overall architectural and design requirements envisioned for commercial properties. The applicant is requesting waivers in order to make development feasible.

Materials:

Architectural standards for Lot 1 are captured as shown in the proposed façade plan exhibits. The architectural materials for this structure are shown to be adhered masonry veneer (sticky stone), decorative colored Concrete Masonry Unit (CMU), prefinished metal panel, architectural ribbed metal panel, and fiber cement. The percentage of building materials is somewhat typical of big box stores, which are less likely to utilize the Town's Class "A" building materials such as brick and stone. The recent nearby big box development "Bates Retail PD" features 10% Class "A" materials. The applicant is proposing to utilize sticky stone along the bottom of portions of the building, providing 12% Class "A" material on the front facade, and 3% on the sides, with the primary material for the building overall being the decorative CMU, which will look like brick. In other projects along U.S. Highway 380, such as the Parkwood Collision PD, larger Decorative CMU units were allowed to be utilized as the primary building material.

The front of the building has 18% glazing, while below the required 30% this is similar to what has recently been approved for this type of development.

The listed materials and façade percentages can be summarized below:

Group A: Adhered Masonry Veneer (Sticky Stone)

Group B: Decorative CMU, Cement Fiberboard

Group C: Metal

Elevation	Total (SF)	Glazing	Façade	Total w/o Glazing (SF)	Group A	Group B	Group C
North	10959	0 0%	10959		0 0%	10769 98%	190 2%
South	14227	2159 18%	12068		1407 12%	7553 64%	3106 24%
West	7857	215 3%	7642		216 3%	6861 89%	564 8%
East	7950	337 5%	7613		210 3%	6764 89%	564 8%

Articulation

The applicant is also requesting amended standards for the vertical and horizontal articulation requirements. The Town requires a 25% offset in height for every distance that is three times the height of the building. For example, if the building height is 25', then every 75' of wall length will require an offset of 6.25'. The Town requires an offset of horizontal articulation of 25% the height of the wall on distances greater than three times the height of the building. On larger buildings such as big box stores, these articulation requirements are harder to follow due to how much larger these buildings are. This PD request has more articulation than the Bates Retail PD, though it still does not meet the exact formula of the Town's requirement.

Color

The applicant is requesting to deviate from the Town's allowance on "muted, natural, or earth-tone shades of color" for buildings. On the eastern corners of the building the applicant is requesting do a blue in line with their brand. This is a similar request to the Bates Retail PD, and comprises less of the overall façade percentage than the Bates Retail PD.

Fuel Station Building

A small building, about 160 square feet in size is being proposed at the fuel station. This will allow customers to pay in cash and house attendants and merchandise. This building features a brick and stone veneer with a muted, earth-tone fascia band along the top, including HVAC screening on top of the building.

Landscaping Standards

Proposed landscape plans show a well thought-out site with enhanced interior landscaping, enhanced meandering sidewalk connection, and tree planting throughout. The applicant is proposing to meet a lot of the landscape standards, with several modifications as follow. In general, the landscaping for the entire site shall be provided as shown in the attached Landscape Plan.

Interior Landscape.

The applicant meets the interior landscape requirements.

Foundation Planting

One large canopy tree four-inch minimum caliper, is required for every one thousand square feet of gross building area. These trees are required to be located within 20 feet of the face of the building with the intent to break up the large areas of impervious surface. The applicant is requesting to have the foundation planting requirements be met through the plantings as shown on the proposed Landscape Plan. This is 12 trees that are within roughly 20 feet of the building.

Perimeter Landscaping.

The applicant is requesting to amend the requirement for trees planted adjacent to the Right-of-Way which is required at one large shade tree every 20 feet. The applicant is requesting to plant one large shade tree every 24 feet.

Staff are generally supportive of the few requested landscape waivers as they are less than are typically requested and the applicant has put forward plans that will increase the internal pedestrian connections of the larger Alta 380 site.

Screening

Applicant is requesting the dumpster and loading area screening material be the same as the building material. Typically, this would mean a Class "A" material such as brick or stone, however since the applicant is requesting to construct the building primarily out of CMU, they are requesting to match the screening walls to that material instead of utilizing brick or stone.

Parking

The applicant is requesting to keep the amended parking size of 9 feet x20 feet which was approved in the original PD.

The applicant is only two spaces short of the required parking ratio of 1:250. However, there is currently no set standard on how to incorporate the cart corrals. In order to accommodate those as the store is developed, the applicant is requesting a parking ratio of 1:255, which requires 480

parking spaces. The applicant is only providing 478 spaces, however factoring the pick-up spaces, the applicant is providing a total of 494, 14 spaces more than required. This should provide a comfortable buffer to allow for parking corral placement.

The placement and design of the cart corrals is still subject to Conditional Use Permit approval.

Staff are generally supportive of the parking waiver requests due to the nature of a large development and the ability to share parking among properties.

Subdivision

The proposed development meets the Town's subdivision requirements. The property will need to replat once the civil plans are deemed by staff as "approvable".

Signage

All monument signs must follow the attached Sign Plan. One multi-tenant monument sign will be allowed along U.S. Highway 380 as generally shown in the attached Site Signage Plan. The multi-tenant sign will not be on the big box parcel making it an offsite sign. This is fairly typical of larger shopping centers with multiple outparcels along the Right-of-Way and a similar placement was approved across US 380 at Bates Retail PD. The typical size and height requirements for a multi-tenant monument sign are 200 square feet, or 240 square feet in the 380 Overlay District, with the max height being 10% of the area. The applicant is requesting to be allowed 150 square feet of signage area and a height of 24 feet for all five multi-tenant signs.

The applicant is also requesting two monument signs on their property along the FM 2931 Right-of-Way. One monument sign will advertise for the big box store only; the other monument sign will advertise for the store and fuel station.

The applicant is requesting to have gas station canopy signage which is prohibited within the current Sign Ordinance. The applicant is requesting to allow the canopy signage in order to allow for two sets of digital fuel price signage on the east and west ends of the canopy.

The applicant is requesting additional waivers to the Sign Code with regard to wall signage. The Town's limits on the maximum area of a wall sign does not always scale with big box stores, and to help mitigate that, the applicant is requesting to be allowed additional square footage over the 200 square foot limitation. On the primary facade the applicant is requesting approximately 301 total square feet, a 50% increase of the allowed signage per Town Code.

Staff are supportive of the sign requests due to the large nature of the site, the depth of the site, extent of the building facade, and with US 380 being high-speed thoroughfare.

Fire, Engineering, Building

The Fire, Engineering, and Building department have reviewed the proposed plans and determined them to be acceptable for the purposes of this rezoning request. This is not an approval of any of the plans for construction.

Comprehensive Plan

The proposed development is in accordance with the Town's Comprehensive Plan and Future Land Use Plan. The Town envisions this property as a light commercial retail use and job center, which aligns with the intent of the proposed development and also increases the vitality of US 380 corridor.

Commission Findings

At their regular hearing on January 16, 2025 the Planning and Zoning Commission deliberated the request and discussed the waivers with regard to loading dock screening, sign standards, and facade design. Overall, the Commission was generally supportive of the request, but recommended the building include enhanced materials and increased glazing prior to the Council hearing. The facade plans were revised accordingly and the above presented report outlines the most current percentages for building materials and glazing, so this condition has been removed.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

The Planning and Zoning Commission recommends approval of the request with the following condition:

- In the case that any TIA induced site plan changes are required, the Director of Development Services shall have discretion to administratively approve the changes, or require a PD amendment

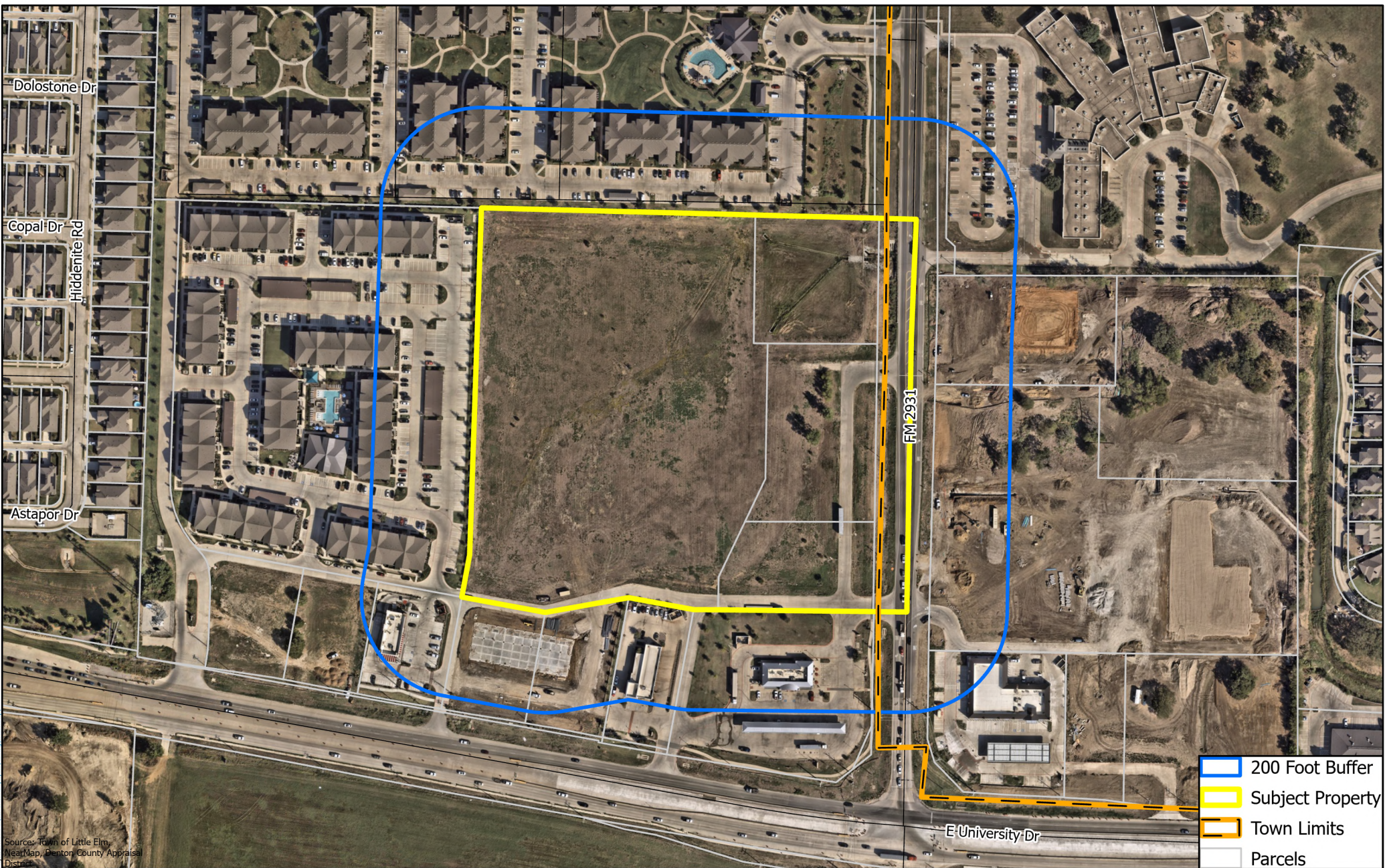
Additionally, the Development Agreement that follows this request, still has to go to the Economic Development Corporation Board for formal approval. Therefore Staff requests to add another condition:

- Zoning approval is contingent on the Development Agreement being approved by the EDC Board on March 17th, and recorded with the County

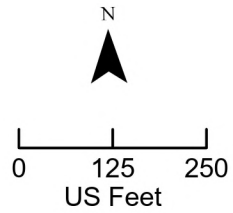
Attachments

Location Map

Ordinance No. 1799 - Kroger at ALTA 3EIGHTY PD

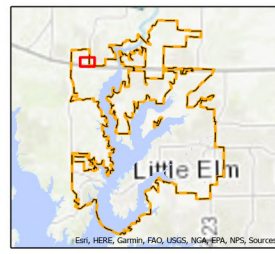


Source: Town of Little Elm
NearMap, Denton County Appraisal
District



Kroger at Alta 380
PD-24-005335
Aubrey, TX 76227

Town of Little Elm
Denton County, Tx
Date: 12/18/2024



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.

**TOWN OF LITTLE ELM
ORDINANCE NO. 1799**

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 DISTRICT, WITH MODIFIED DEVELOPMENT STANDARDS AND USES IN ORDER TO ALLOW FOR DEVELOPMENT OF A 14.33-ACRE PROPERTY, LOCATED AT THE NORTHWEST CORNER OF US HIGHWAY 380 AND FM 2931, CONSISTING OF A BIG BOX RETAILER AND ASSOCIATED GAS STATION; 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 and uses, on approximately 14.33 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 January 16, 2025 the Planning & Zoning Commission considered and made recommendations on Case No. PD-24-005335; 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 and uses, on property located at the northwest corner of US Highway 380 and FM2931, within Little Elm's town limits, on approximately 14.33 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 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 B** attached hereto and made a part hereof are approved. The subject property shall be improved in accordance with the plans set forth in Exhibit C.

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

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

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

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

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 18th day of February, 2025.

Town of Little Elm, Texas

Curtis Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

Exhibit A
Property Description

EXHIBIT A
Legal Description

TRACT 1: (Fee Simple)

Being a 14.33 acre tract of land out of the M. Jones Survey, Abstract No. 662, situated in Denton County, Texas, being all of Lots 3, 9, and 10, and part of Lot 11, Block A, of ALTA 380 Addition, a subdivision of record in Document Number 2022-190 of the Plat Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an "X" cut found in the west right-of-way line of F.M. Road 2931 (right-of-way width varies), being in the north line of CST Addition, a subdivision of record in Document Number 2015-425 of said Plat Records, and being the southeast corner of said Lot 9;

THENCE, leaving the west right-of-way line of F.M. Road 2931, along the south lines of said Lots 9 and 3, in part being the common north line of said CST Addition, in part being the common north line of Brakes Plus Addition, a subdivision of record in Document Number 2017-13 of said Plat Records, and in part being the common north lines of Lots 8 and 7, Block A, of said ALTA 380 Addition, the following four (4) courses and distances:

1.N89°20'36"W, a distance of 353.81 feet to an "X" cut found at the northwest corner of said CST Addition and the northeast corner of said Brakes Plus Addition;

2.N79°33'26"W, a distance of 131.50 feet to an "X" cut found at the northwest corner of said Brakes Plus Addition and the northeast corner of said Lot 8;

3.S79°55'59"W, a distance of 169.01 feet to an "X" cut found at the northwest corner of said Lot 8 and the northeast corner of said Lot 7;

4.N79°33'19"W, a distance of 169.02 feet to an "X" cut found at the northwest corner of said Lot 7, being the northeast corner of Lot 6, Block A, of said ALTA 380 Addition, the southeast corner of Lot 2, Block A, of said ALTA 380 Addition, and the southwest corner of said Lot 3;

THENCE, along the east line of said Lot 2 and the common west line of said Lot 3, the following two (2) courses and distances:

1.N10°26'41"E, a distance of 85.61 feet to a 5/8 inch iron rod with yellow plastic cap stamped "REAL SEARCH 5696" found;

2.N01°57'18"E, a distance of 690.04 feet to a 5/8 inch iron rod with yellow plastic cap stamped "REAL SEARCH 5696" found in the south line of The Landing at Little Elm, a subdivision of record in Document Number 2021-172 of said Plat Records, being the northeast corner of said Lot 2 and the northwest corner of said Lot 3;

THENCE, S88°30'32"E, along the south line of said The Landing at Little Elm, in part being the common north line of said Lot 3, and in part being the common north line of said Lot 11, a distance of 789.65 feet to a 5/8 inch iron rod with illegible red plastic cap found in the west right-of-way line of F.M. Road 2931, being the northeast corner of said Lot 11;

THENCE, along the west right-of-way line of F.M. Road 2931, in part being the common west line of a tract of land conveyed as Parcel P00055767.001 to The State of Texas by deed of record in Document Number 2024-36116 of the Official Records of Denton County, Texas, and in part being the common east lines of said Lots 11, 10, and 9, the following five (5) courses and distances:

1.S00°55'50"W, a distance of 44.19 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

2.S45°54'50"W, a distance of 27.87 feet to an "X" cut set;

3.S00°54'50"W, a distance of 31.17 feet to a 5/8 inch iron rod with pink plastic cap stamped "TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MONUMENT" found;

4.S44°05'10"E, a distance of 27.84 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

5.S00°55'50"W, a distance of 667.61 feet to the POINT OF BEGINNING, and containing an area of 14.33 acres (624,298 square feet) of land.

TRACT 2: (Easement Estate)

Non-Exclusive easement rights as created in Declaration of Covenants, Conditions, Easements and Restrictions, filed 05/18/2015, recorded in cc# 2015-49068, Real Property Records, Denton County, Texas. First Amendment filed 02/28/2017, recorded in cc# 2017-23491, Real Property Records, Denton County, Texas. As affected by Release filed 07/16/2021, recorded in cc# 2021-128722, Real Property Records, Denton County, Texas. As affected by Assignment and Amendment filed 07/23/2021, recorded in cc# 2021-133265, Real Property Records, Denton County, Texas; as affected by Assignment of Declarant Rights and Obligations, Second Amendment to Declaration of Restriction and Cross-Access Agreement And Second Amendment to Declaration of Covenants (Little Elm Detention Facilities) filed of even date herewith, in the Real Property Records, Denton County, Texas.

TRACT 3: (Easement Estate)

Non-Exclusive easement rights as created in Declaration of Easements and Restrictions, filed 05/08/2015, recorded in cc# 2015-49069, Real Property Records, Denton County, Texas. As affected by First Amendment filed 02/28/2017, recorded in cc# 2016-14422, Real Property Records, Denton County, Texas. further Amended under Clerk's File No. 2017-23492, Real Property Records, Denton County, Texas. As affected by Assignment and Amendment filed 07/23/2021, recorded in cc# 2021-133265, Real Property Records, Denton County, Texas; as affected by Assignment of Declarant Rights and Obligations, Second Amendment to Declaration of Restriction and Cross-Access Agreement And Second Amendment to Declaration of Covenants (Little Elm Detention Facilities) filed of even date herewith, in the Real Property Records, Denton County, Texas.

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Non-Exclusive easement rights as created in Declaration of easements and Restrictions filed 09/09/2016, recorded in cc# 2016-112573, Real Property Records, Denton County, Texas. First Amendment filed 12/09/2016, recorded in cc# 2016-154989, Real Property Records, Denton County, Texas. Second Amendment filed 02/28/2017, recorded in cc# 2017-23493, Real Property Records, Denton County, Texas; as affected by Assignment of Declarant Rights and Obligations, Second Amendment to Declaration of Restriction and Cross-Access Agreement And Second Amendment to Declaration of Covenants (Little Elm Detention Facilities) filed of even date herewith, in the Real Property Records, Denton County, Texas.

Exhibit B
PD Exhibits

KROGER AT ALTA 380

PLANNED DEVELOPMENT DISTRICT

This zoning submittal encompasses approximately 14.33 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 for a new commercial development consisting of a Big Box Store and Fuel Center with related site improvements.

This PD will provide the zoning regulations as depicted in Exhibit B.

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 on the northwest corner of US 380 and FM 2931 at the current address 26587 East University Drive. (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, including uses permitted by a Specific Use Permit (SUP) and Conditional Use Permit (C), except as noted below:

- Fuel Pump Station as shown on the site plan will not require a Specific Use Permit.
- Pick-up drive-thru facilities will not require a Specific Use Permit but are limited to as generally shown in the zoning exhibits.

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.

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.

- Building must generally be developed per approved Facade Plans as referenced in Exhibit C.

Exterior Materials.

o Building will be developed as shown on the attached façade exhibit.
Building Articulation Design Standards.

o Building will be developed as shown on the attached façade exhibit.

Building color.

- o The dominant color of all buildings shall be muted, natural or earth-tone shades of color, with the exception of the blue corners as shown on the façade plan.

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:

- 24' OC spacing for perimeter trees along FM2931 exclusive of driveways.

6. SCREENING STANDARDS

All provisions within Article VI. Division 3 Screening Walls and Fences shall be met except as specified below:

- Screening must generally be developed per approved Facade Plans.
Waste collection areas.

- o Trash compactors shall be screened with a Category A material wall of a color that is consistent with the color of the primary building, minimum eight-foot in height.

7. PARKING STANDARDS

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

- Parking shall be provided at a ratio of 1 space per 255 square feet between the 2 lots of the development.
- Minimum parking space size shall be 9' x 20'

8. SIGN STANDARDS

All provisions within Chapter 86 – Sign Ordinance shall be met except as specified below:

Wall signs.

- o Wall Signs will conform to the attached sign plan.

Offsite Signage

- o Signage will be allowed to be placed generally at the locations shown in the sign plan

Exhibit C
Development Plans

SHEET INDEX	
Sheet Number	Sheet Title
C-000	COVER SHEET
----	TOPO SURVEY
----	ALTA SURVEY
----	ALTA SURVEY
PD001	P.D. EXTERIOR ELEVATIONS
PD002	P.D. EXTERIOR ELEVATIONS
PD003	P.D. MATERIAL BOARD
PD004	VISIBILITY STUDY
A0.0	FUEL CENTER EXTERIOR COLOR ELEVATIONS AND SIGNAGE
S1.0	SIGNAGE PLAN
S2.0	SIGNAGE PLAN
S3.0	SIGNAGE PLAN
S4.0	SIGNAGE PLAN
S5.0	SIGNAGE PLAN
S6.0	SIGNAGE PLAN
S7.0	SIGNAGE PLAN
L1.0	LANDSCAPE PLAN - OVERALL
L1.1	LANDSCAPE PLAN - ENLARGEMENT
L1.2	LANDSCAPE PLAN - ENLARGEMENT
L1.3	LANDSCAPE PLAN - ENLARGEMENT
L1.4	LANDSCAPE PLAN - ENLARGEMENT
L1.5	LANDSCAPE PLAN - DETAILS
C-100	EXISTING CONDITIONS & DEMOLITION PLAN
C-200	SITE PLAN
C-201	PARKING PLAN
C-300	PRELIMINARY WATER & WASTEWATER PLAN
C-400	EXISTING DRAINAGE PLAN
C-401	PRELIMINARY DRAINAGE PLAN
C-402	PRE-DEVELOPMENT DRAINAGE AREA MAPS
C-403	POST-DEVELOPMENT DRAINAGE AREA MAPS
C-404	INLET AREA MAP
C-405	PRELIMINARY DRAINAGE CALCULATIONS
C-406	DETENTION & OUTLET STRUCTURE
C-407	PRELIMINARY EROSION CONTROL PLAN
C-500	PRELIMINARY PAVING PLAN

ZONING SUBMITTAL SET

NOVEMBER 2024

KROGER SUPERMARKET & FUEL CENTER LITTLE ELM, TEXAS

U.S. HIGHWAY 380 AND F.M. ROAD 2931
LITTLE ELM, DENTON COUNTY, TEXAS

PREPARED FOR:



THE KROGER CO.
GENERAL OFFICE
1014 VINE STREET
CINCINNATI, OHIO 45202
CONTACT: CRAIG WINKLER

PREPARED BY:

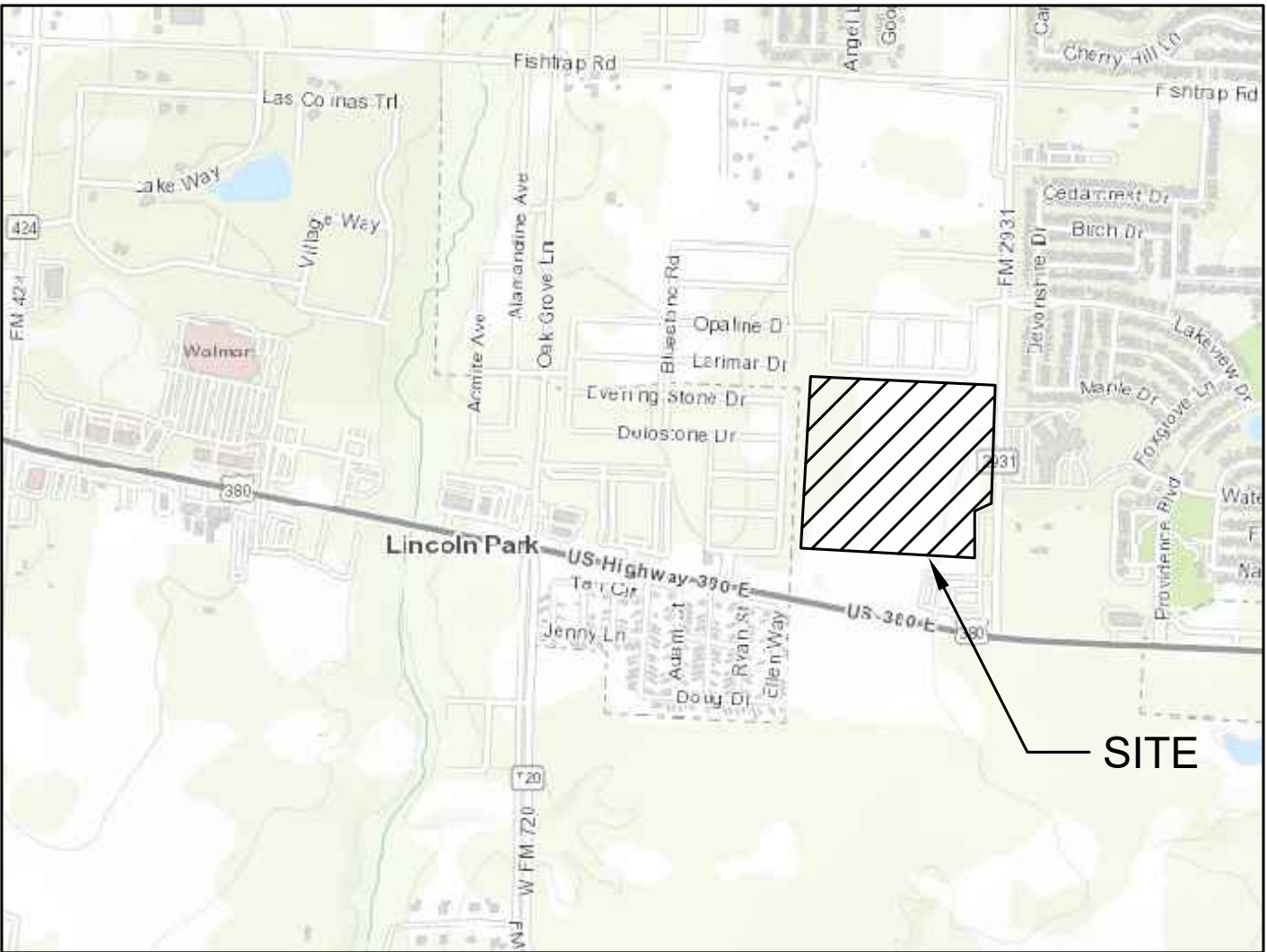


TEXAS
REGISTERED
ENGINEERING
FIRM F-6844

Pickering Firm, Inc.
Architecture • Engineering
Planning • Surveying

6363 Poplar Avenue, Suite 300
Memphis, TN 38119
901.726.0810

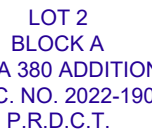
CONTACT: mbrown@pickeringfirm.com



VICINITY MAP

NOT TO SCALE





Being 14.33 Acres of land
out of the M. Jones Survey, Abstract Number 662
in Denton County, Texas

Being 14.33 Acres of land
out of the M. Jones Survey, Abstract Number 662
in Denton County, Texas

Tract 1: being a 14.33 acre tract of land out of the M. Jones Survey, Abstract No. 662, situated in Denton County, Texas, being all of Lots 3, 9, and 10, and part of Lot 11, Block A, of ALTA 380 Addition, a subdivision of record in Document Number 2022-190 of the Plat Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an "X" cut found in the west right-of-way line of F.M. Road 2931 (right-of-way width varies), being in the north line of CST Addition, a subdivision of record in Document Number 2015-425 of said Plat Records, and being the southeast corner of said Lot 9;

THENCE, leaving the west right-of-way line of F.M. Road 2931, along the south lines of said Lots 9 and 3, in part being the common north line of said CST Addition, in part being the common north line of Brakes Plus Addition, a subdivision of record in Document Number 2017-13 of said Plat Records, and in part being the common north lines of Lots 8 and 7, Block A, of said ALTA 380 Addition, the following four (4) courses and distances:

1. N89°20'36"W, a distance of 353.81 feet to an "X" cut found at the northwest corner of said CST Addition and the northeast corner of said Brakes Plus Addition;
2. N79°33'26"W, a distance of 131.50 feet to an "X" cut found at the northwest corner of said Brakes Plus Addition and the northeast corner of said Lot 8;
3. S79°55'59"W, a distance of 169.01 feet to an "X" cut found at the northwest corner of said Lot 8 and the northeast corner of said Lot 7;
4. N79°33'19"W, a distance of 169.02 feet to an "X" cut found at the northwest corner of said Lot 7, being the northeast corner of Lot 6, Block A, of said ALTA 380 Addition, the southeast corner of Lot 2, Block A, of said ALTA 380 Addition, and the southwest corner of said Lot 3;

THENCE, along the east line of said Lot 2 and the common west line of said Lot 3, the following two (2) courses and distances:

1. N10°26'41"E, a distance of 85.61 feet to a 5/8 inch iron rod with yellow plastic cap stamped "REAL SEARCH 5696" found;
2. N01°57'18"E, a distance of 690.04 feet to a 5/8 inch iron rod with yellow plastic cap stamped "REAL SEARCH 5696" found in the south line of The Landing at Little Elm, a subdivision of record in Document Number 2021-172 said Plat Records, bearing the northeast corner of said Lot 2 and the northwest corner of said Lot 3;

THENCE, S88°30'32"E, along the south line of said The Landing at Little Elm, in part being the common north line of said Lot 3, and in part being the common north line of said Lot 11, a distance of 789.65 feet to a 5/8 inch iron rod with illegible red plastic cap found in the west right-of-way line of F.M. Road 2931, being the northeast corner of said Lot 11;

THENCE, along the west right-of-way line of F.M. Road 2931, in part being the common west line of a tract of land conveyed as Parcel P00055767.001 to The State of Texas by deed of record in Document Number 2024-36116 of the Official Records of Denton County, Texas, and in part being the common east lines of said Lots 11, 10, and 9, the following five (5) courses and distances:

1. S00°55'50"W, a distance of 44.19 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
2. S45°54'50"W, a distance of 27.87 feet to an "X" cut set;
3. S00°54'50"W, a distance of 31.17 feet to a 5/8 inch iron rod with pink plastic cap stamped "TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MONUMENT" found;
4. S44°05'10"E, a distance of 27.84 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
5. S00°55'50"W, a distance of 667.61 feet to the **POINT OF BEGINNING**, and containing an area of 14.33 acres (624,298 square feet) of land.

Tract 2: (Easement Estate)

Non-Exclusive easement rights as created in Declaration of Covenants, Conditions, Easements and Restrictions, filed 05/18/2015, recorded in ccf 2015-49068, Real Property Records, Denton County, Texas. First Amendment filed 02/28/2017, recorded in ccf 2017-23491, Real Property Records, Denton County, Texas. As affected by Release filed 07/16/2021, recorded in ccf 2021-128722, Real Property Records, Denton County, Texas. As affected by Assignment and Amendment filed 07/23/2021, recorded in ccf 2021-133265, Real Property Records, Denton County, Texas.

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This property is located in **Non-shaded Zone "X"** as scaled from the F.E.M.A. Flood Insurance Rate Map dated April 18, 2011 and is located in Community Number 481152 as shown on Map Number 48121C0405G. The location of the Flood Zone is approximate. For additional information regarding Flood Zone designation, please contact 1-(877) FEMA MAP.

1. Eagle Surveying, LLC did not abstract the subject property. This survey was based off of a Legal description provided by First American Title Insurance Company with G.F. No. 1002-396458-RTT, an effective date of June 24, 2024 and issued on July 24, 2024. This survey is only valid for G.F. No. 1002-396458-RTT. Eagle Surveying, LLC does not intend to express an opinion regarding ownership or title of the subject property.
2. This survey is being provided by Eagle Surveying, LLC solely for the use of the parties to whom the survey is certified and no license has been created, express or implied to copy the survey except as necessary in conjunction with this transaction.
3. Underground utility locations, if shown on this survey, are approximate and are based on above-ground evidence and utility markings. The surveyor makes no representation that underground utility locations are in the exact location indicated, but does certify that they are located as accurately as is reasonably practicable from the information provided and observed in the field.
4. There was no visible evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
5. No parking spaces were observed on the subject property in the process of conducting the fieldwork.
6. Eagle Surveying, LLC has not been provided any documentation regarding proposed changes in street right of way lines, furthermore there was no visible evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
7. There are no visible encroachments or overlapping of improvements except as shown hereon.
8. There were no buildings observed on the subject property in the process of conducting the fieldwork.
9. No substantial features were observed in the process of conducting the fieldwork except as shown hereon.
10. Eagle Surveying, LLC has not been provided a zoning report or letter at the time this survey was prepared.
11. All building lines, setbacks, and easements shown hereon are by Document Number 2022-190 of the Plat Records of Denton County, Texas, unless noted otherwise.
12. The bearings shown on this survey are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).
13. Elevations shown on this survey are based on GPS observations utilizing the AllTerra RTK Network, North American Vertical Datum of 1988 (Geoid 18).

This survey is the work product of the signing surveyor and may not be altered or modified in any manner, except by the signing surveyor. Any alteration or modification performed to this survey by any party except for the signing surveyor will be prosecuted to the fullest extent of the law. The surveyor will not be responsible to the client for any typos or errors for which a correction is not requested by the client within thirty days following the issuance of this survey.

This survey is certified to Republic Title of Texas, Inc., First American Title Insurance Company, Kroger Texas L.P., an Ohio limited partnership, and Little Elm 380 2931 Partners LLC, a Texas limited liability company, and is only valid for G.F. No. 1002-396458-RTT with an effective date of June 24, 2024 and issued on July 24, 2024.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a) & (b), 7(a), 8, 9, 16, 17 & 18 of Table A thereof. The fieldwork was completed on July 10th, 2024.

This map or plat was prepared on July 25th, 2024

Caleb McCanlies
R.P.L.S. # 7036



EAGLE
SURVEYING

Eagle Surveying, LLC
222 South Elm Street
Suite: 200
Denton, TX 76201
940.222.3009
www.eaglesurveying.com
TX Firm # 10194177

US 380 & FM 2931
AUBREY, TX

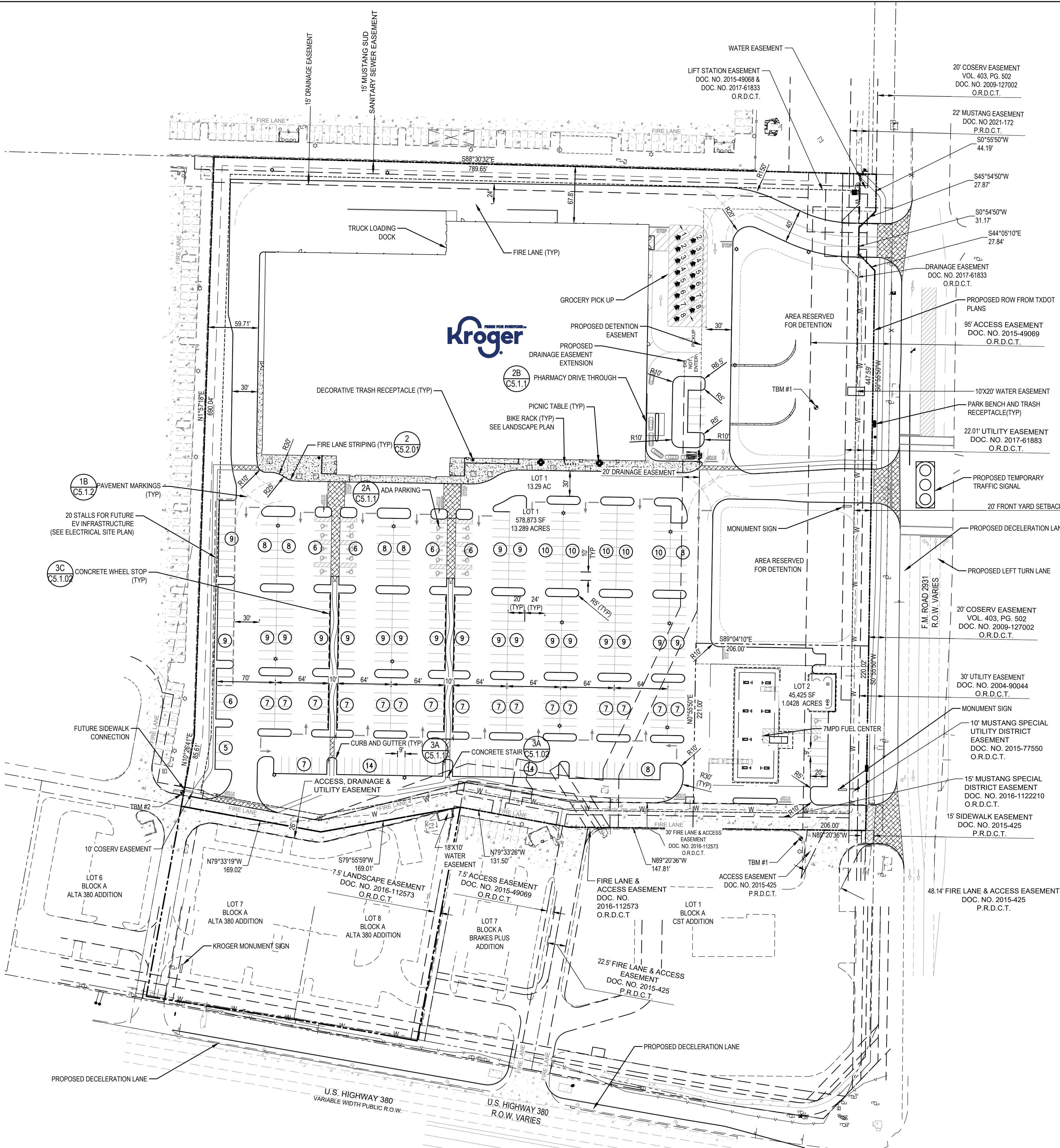
LEGEND									
Water Valve									
Fire Hydrant									
Buried Utility Sign									
Water Utility Mark									
Transmission Utility									
Transmission Utility Mark									
Grade Iron									
Storm Drain Marker									

SCHEDULE B EXCEPTIONS OF COVERAGE

Subject to the easements as shown on Schedule "B" of the title commitment provided by First American Title Insurance Company with G.F. No. 1002-396458-RTT as listed below:

- 10F10(f.) Thirty (30) foot Utility Easement granted by Laura E. Keck, Mary Caroline Mims and Katherine Ann Nash, to Upper Trinity Regional Water District, filed 07/08/2004, recorded in cc# 2004-90044, Real Property Records, Denton County, Texas.
AFFECTS AS SHOWN
- 10G10(g.) Easement granted by 2931 Commercial, LP, to Mustang Special Utility District, filed 07/10/2015, recorded in cc# 2015-77550, Real Property Records, Denton County, Texas.
AFFECTS AS SHOWN
- 10H10(h.) Easement granted by 2931 Commercial LP to Mustang Special Utility District, filed 09/29/2016, recorded in cc# 2016-122210, Real Property Records, Denton County, Texas.
AFFECTS AS SHOWN
- 10I10(i.) Terms, provisions, and conditions of Declaration of Easements and Restrictions filed 05/25/2017, recorded in cc# 2017-61883, Real Property Records, Denton County, Texas.
AFFECTS AS SHOWN
- 10J10(j.) Title to all coal, lignite, oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges, and immunities relating thereto, all of such interest, to the extent not previously reserved or conveyed being described in instrument filed 12/16/2008, recorded in cc# 2008-132752, Real Property Records, Denton County, Texas, as affected by Mineral Deed filed 04/24/2015, recorded in cc# 2015-42601, Real Property Records, Denton County, Texas. Title to said interest not checked subsequent to the date thereof.
NOT A SURVEY MATTER
- 10K10(k.) Terms, provisions, conditions, and easements contained in Declaration of Easement and Restrictions, filed 05/18/2015, recorded in cc# 2015-49068, Real Property Records, Denton County, Texas. First Amendment filed 02/28/2017, recorded in cc# 2017-23491, Real Property Records, Denton County, Texas. As affected by Release filed 07/16/2021, recorded in cc# 2021-128722, Real Property Records, Denton County, Texas. As affected by Assignment and Amendment filed 07/23/2021, recorded in cc# 2021-133265, Real Property Records, Denton County, Texas.
DOES AFFECT - PLOTTABLE EASEMENTS SHOWN
- 10L10(l.) Terms, provisions, conditions, and easements contained in Declaration of Easement and Restrictions, filed 05/08/2015, recorded in cc# 2015-49069, Real Property Records, Denton County, Texas, correction recorded in cc# 2016-14422, Real Property Records, Denton County, Texas. First Amendment filed 02/28/2017, recorded in cc# 2017-23492, Real Property Records, Denton County, Texas. As affected by Assignment and Amendment filed 07/23/2021, recorded in cc# 2021-133265, Real Property Records, Denton County, Texas.
DOES AFFECT - PLOTTABLE EASEMENTS SHOWN
- 10M10(m.) Terms, provisions, conditions, easements and obligations contained in Declaration of Easements and Restrictions, filed 09/09/2016, recorded in cc# 2016-112573, Real Property Records, Denton County, Texas. First Amendment filed 12/09/2016, recorded in cc# 2016-154989, Real Property Records, Denton County, Texas. Second Amendment filed 02/28/2017, recorded in cc# 2017-23493, Real Property Records, Denton County, Texas.
DOES AFFECT - PLOTTABLE EASEMENTS SHOWN
- 10N10(n.) Terms, provisions, and conditions of Declaration of Restrictions and Cross - Access Agreement filed 07/16/2021, recorded in cc# 2021-128723, Real Property Records, Denton County, Texas. As affected by Assignment and Amendment filed 07/23/2021, recorded in cc# 2021-133265, Real Property Records, Denton County, Texas.
DOES AFFECT - PLOTTABLE EASEMENTS SHOWN
- 10O10(o.) Terms, provisions, and conditions of Declaration of Covenants filed 07/16/2021, recorded in cc# 2021-128724, Real Property Records, Denton County, Texas.
AFFECTS AS SHOWN
- 10P10(p.) All easement and building lines, as shown on Plat recorded in cc# 2022-190, Plat Records, Denton County, Texas.

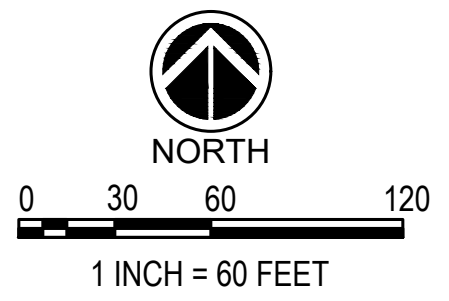
15' Mustang Sub sanitary sewer easement;
15' drainage easement; 10' x 20' water easements;
Drainage and detention easement;
20' drainage easement;
Variable width drainage easement;
10' Coserv easement
Variable width access, drainage and utility easement;
Water easement.
AFFECTS AS SHOWN



- GENERAL SITE NOTES:**
- BEFORE COMMENCING ANY ACTIVITY UNDER OR PERTAINING TO THIS CONTRACT, THE CONTRACTOR SHALL:
 - OBTAIN ALL BUILDING AND CONSTRUCTION PERMITS AS REQUIRED BY PERTINENT REGULATORY AND GOVERNMENTAL AGENCIES.
 - CONTACT THE LITTLE ELM CONSTRUCTION INSPECTION OFFICE.
 - CONTACT UNDERGROUND UTILITIES LOCATING SERVICE.
 - NOTIFY UTILITY COMPANIES MAINTAINING UTILITY LINES OR EASEMENTS WITHIN THE LIMITS OF CONSTRUCTION, OR IN PUBLIC RIGHTS-OF-WAY ADJACENT TO THE PROJECT.
 - BECOME KNOWLEDGEABLE OF EXISTING UTILITIES AND PROTECT SAME WHERE NECESSARY. THIS SHALL INCLUDE UTILITIES SHOWN AND NOT SHOWN ON THE PLANS.
 - THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.
 - THE CONTRACTOR SHALL VERIFY EXISTING DATA AND REPORT ANY SIGNIFICANT DISCREPANCIES TO THE ENGINEER.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ANY UTILITY COMPANY WHICH MAINTAINS A UTILITY LINE WITHIN THE BOUNDARIES OF THE PROJECT BEFORE THE INITIATION OF ANY CONSTRUCTION ON THE PROJECT OR IN THE STREETS BORDERING THE PROJECT. THE CONTRACTOR SHALL ALSO ASSUME RESPONSIBILITY FOR ANY DAMAGE INCURRED BY ANY UTILITY COMPANY TO THEIR UTILITY LINES WHETHER SHOWN ON THE CONSTRUCTION PLANS OR NOT, DURING WORK ON THE PROJECT.
 - THE CONTRACTOR SHALL AT ALL TIMES EMPLOY ADEQUATE EROSION AND SEDIMENTATION CONTROL MEASURES, PER SPECIFICATION 312500 & SWPPP, TO PREVENT DAMAGE TO THE PROPERTY, ADJACENT PROPERTIES, PUBLIC RIGHTS-OF-WAY, AND PUBLIC OR PRIVATE DRAINAGE SYSTEMS. ALL NEWLY CUT AND/OR FILLED AREAS LACKING ADEQUATE VEGETATION SHALL BE SEEDED, FERTILIZED, & MULCHED AS REQUIRED TO EFFECTIVELY PREVENT SOIL EROSION PER [LOCAL AUTHORITY] AND STATE REGULATIONS. ALL SLOPES 3:1 OR GREATER SHALL BE PERMANENTLY STABILIZED WITH SOLID SOD OR AN EROSION CONTROL MAT WITH SEEDING.
 - ALL CONSTRUCTION SHALL MEET THE TOWN OF LITTLE ELM TECHNICAL SPECIFICATIONS.
 - THE CONTRACTOR MUST HAVE WRITTEN APPROVAL FROM THE CITY ENGINEER AND THE PROJECT ENGINEER BEFORE ANY CHANGE IN DESIGN IS MADE.
 - SEVENTY-TWO (72) HOURS BEFORE BEGINNING ANY EXCAVATION, THE CONTRACTOR SHALL CALL TEXAS ONE CALL AT 811 FOR THE LOCATION OF UNDERGROUND UTILITIES.
 - THE CONTRACTOR AT NO TIME SHALL ENCRoACH UPON OR CAUSE DISRUPTION TO TRAFFIC FLOW ON ADJACENT PUBLIC RIGHTS-OF-WAY WITHOUT SECURING THE PROPER PERMITS PRIOR TO COMMENCING OPERATIONS. THE CONTRACTOR SHALL ERECT THE PROPER TRAFFIC CONTROL DEVICES ACCORDING TO THE LATEST EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", AND SHALL PROTECT THE PUBLIC FROM HAZARD OR INJURY BY ERECTING BARRICADES WHERE APPROPRIATE, I.E., AROUND EXCAVATIONS OR OPERATING EQUIPMENT. THE CONTRACTOR SHALL NOT ENTER NOR CAUSE DAMAGE TO ANY ADJACENT PROPERTIES WITHOUT WRITTEN PERMISSION FROM SAID PROPERTY OWNERS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.
 - THE CONTRACTOR SHALL INSTALL A MIN. 6' TALL TEMPORARY CHAINLINK FENCE, WITH GREEN WOVEN FABRIC, AROUND THE PERIMETER OF ALL CONSTRUCTION AND CONSTRUCTION STAGING AREAS PRIOR TO STARTING ANY CONSTRUCTION ACTIVITY. COORDINATE MATERIALS AND EXACT LOCATION WITH KROGER PROJECT MANAGER. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE TEMPORARY FENCE THROUGHOUT THE ENTIRE CONSTRUCTION PROJECT.
 - ALL SITE RELATED CONCRETE SHALL BE PER THE PROJECT SPECIFICATIONS
 - ANY EXISTING UTILITIES REQUIRING RELOCATION SHALL BE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WORKING UTILITY SERVICES TO ADJACENT BUILDINGS DURING DEMOLITION AND CONSTRUCTION. COORDINATE ALL PLANNED SERVICE OUTAGES OR EMERGENCIES WITH THE OWNER.
 - FIELD STAKING IS TO BE PROVIDED BY THE CONTRACTOR.
 - CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LOCAL AND STATE REQUIREMENTS INCLUDING THE LOCAL NOISE ORDINANCE.
 - ANY FENCING, SIDEWALK, CURB AND GUTTER, CURB CUT [ETC.], DAMAGED BY CONSTRUCTION SHALL BE REPLACED AND RESTORED TO ITS ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE OWNER.
 - ALL UTILITY LINES ENTERING THE BUILDING SHALL BE SEALED TO PREVENT MIGRATION OF SURFACE AND SUBSURFACE WATER AND SUBSEQUENT WETTING OF THE SUBGRADE SOILS. THE UTILITY LINES SHALL BE SEALED FROM THE BUILDING FOUNDATION TO A MINIMUM OF 3 FEET OUTSIDE THE BUILDING FOUNDATION. THE SEAL MAY CONSIST OF CLAYEY SOILS WITH A MINIMUM PLASTICITY INDEX OF 25 OR WITH LEAN CONCRETE.
 - CONTRACTOR SHALL FIELD VERIFY LOCATION OF EXIST NATURAL GAS, WATER, AND SEWER LINES WHERE CROSSING PROPOSED UTILITIES' CONSTRUCTION. CONTRACTOR SHALL PROVIDE ELEVATIONS OF EXIST UTILITIES TO THE ENGINEER TO VERIFY ADEQUATE CLEARANCE.
 - CONTRACTOR SHALL SUPPLY AND INSTALL ALL ITEMS AND PERFORM ALL WORK NOT COVERED BY UTILITY COMPANIES. VERIFY INSTALLATION PROCEDURE WITH UTILITY COMPANY.
 - CONTRACTOR SHALL REMOVE & REPAIR PAVEMENT AS REQUIRED FOR UTILITY CONSTRUCTION INCLUDING BUT NOT LIMITED TO: IRRIGATION SLEEVES, SITE LIGHTING CONDUITS, WATER LINES, SANITARY SEWER LINES, STORM DRAINAGE LINES, ETC. CONTRACTOR HAS OPTION TO BORE CONDUITS.

PICKERING FIRM INCORPORATED UNDERGROUND UTILITIES DISCLAIMER:

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES RELATED TO UNDERGROUND UTILITIES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES RELATED TO UNDERGROUND UTILITIES SHOWN HEREON MAY BE INACCUATE AND UTILITIES AND STRUCTURES RELATED TO UNDERGROUND UTILITIES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE ENGINEER IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION REGARDING THE UNDERGROUND UTILITIES AND STRUCTURES RELATED TO UNDERGROUND UTILITIES SHOWN HEREON.



SITE DATA SUMMARY CHART:			EXISTING	PROPOSED
ZONING :	FRONT YARD:	LC	LC	
	SIDE YARD:	20'	20'	
	REAR YARD:	0'	0'	
	REAR YARD:	0'	0'	
LAND USE DESIGNATION:			VACANT	STORE, BIG BOX
GROSS ACREAGE:			14.33	14.33
NET ACREAGE:			14.33	14.33
NUMBER OF PROPOSED LOTS:			N/A	2
PERCENTAGE OF SITE COVERED:				
AREA OF OPEN SPACE:			13.44 AC	10.71 AC
PERCENTAGE OF OPEN SPACE:			93.789%	74.74%
PERCENTAGE OF LANDSCAPE:			0%	5.51%
AREA OF IMPERVIOUS COVERAGE:			0.891 AC	10.899 AC
PERCENTAGE OF IMPERVIOUS COVERAGE:			6.218%	76.04%
PROPOSED BUILDING AREA (SQUARE FOOTAGE FOOTPRINT):			N/A	119,889
NUMBER OF SINGLE-STORY BUILDINGS:			0	2
NUMBER OF TWO-STORY BUILDINGS:			0	0
MAXIMUM BUILDING HEIGHT:			60'	60'
PROPOSED BUILDING HEIGHT:			N/A	37'-8"
PROPOSED FLOOR AREA:			N/A	120,129
PROPOSED FLOOR AREA BY USE:				
BIG BOX RETAIL:			119,889 SF	
FUEL CENTER:			240 SF	
REQUIRED PARKING:			N/A	480*
PROVIDED PARKING:				
STANDARD:			0	456
HANDICAP:			0	22
TOTAL:			0	478
INVENTORY PARKING:			0	
ELECTRIC CHARGING INFRASTRUCTURE (FUTURE):			20	
BICYCLE RACKS:			4(5 SPOTS EACH)	
REQUIRED LOADING SPACES:			0	3

*1 STALL/ 250SF

FLOOD NOTE:

THIS IS TO CERTIFY THAT BY GRAPHIC DETERMINATION THE ABOVE PLATTED PROPERTY IS NOT IN A SPECIAL FLOOD HAZARD AREA (SFHA) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD. SURVEYED PROPERTY IS SHOWN IN A "ZONE X" (NO SHADING ON FEAM MAP); AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO THE FEMA/FIRM MAP NUMBER 48121C0405G WITH AN EFFECTIVE DATE OF APRIL 8, 2011.

BENCHMARK

SITE TBM #1
"X" CUT
N=7131401.77 E=2437735.01
ELEVATION = 575.1

SITE TBM #2
"X" CUT
N=7131457.20 E=2436998.01
ELEVATION = 580.5

NOTE: BEFORE THE BEGINNING OF CONSTRUCTION, THE CONTRACTOR SHALL FIELD VERIFY THE SITE DATUM WITH ALL SITE TBMS AND IMMEDIATELY REPORT IN WRITING ANY DISCREPANCIES TO THE ENGINEER.

SITE PLAN



KROGER DAL-597

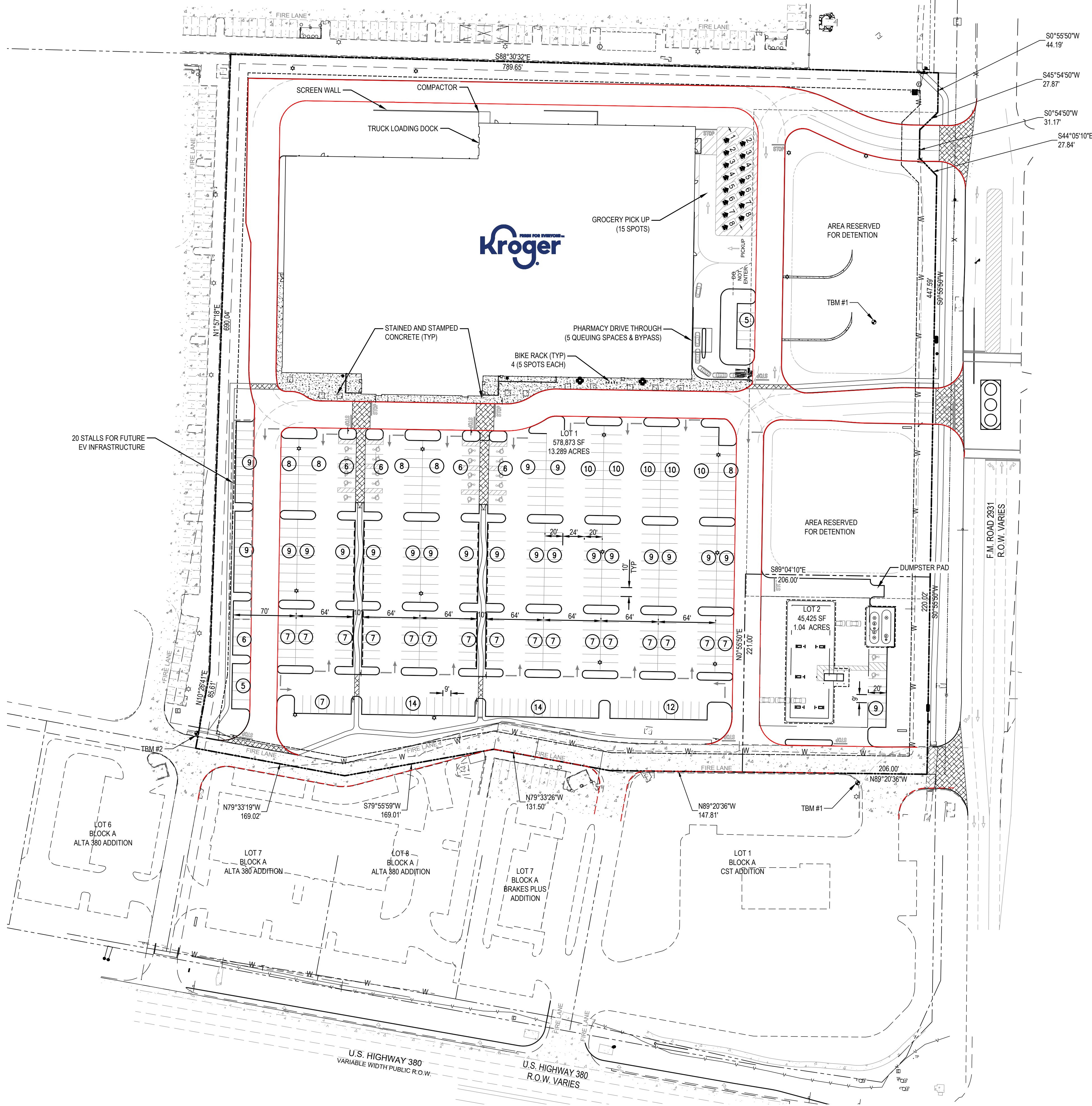
LOT 3, BLOCK A
LOT 9, BLOCK A
LOT 10, BLOCK A
LOT 11, BLOCK A
14.33 ACRES

M. JONES SURVEY, ABSTRACT NUMBER 662

U.S. HIGHWAY 380 AND F.M. ROAD 2931
LITTLE ELM, DENTON COUNTY, TEXAS

PRELIMINARY PLAN
NOT FOR
CONSTRUCTION

PREPARED FOR:			PREPARED BY:		
					
THE KROGER CO. GENERAL OFFICE 1014 VINE STREET CINCINNATI, OHIO 45202			TEXAS REGISTERED ENGINEERING FIRM F-6844 6363 Poplar Avenue, Suite 300 Memphis, TN 38119 (901) 726-9815		
DRAWN BY:	DESIGNED BY:	CHECKED BY:	DATE:	JOB No.	SHEET No.
PFI	MLB	PFI	NOV. 2024	27005	C-200



PARKING NOTES:	
PROPOSED FLOOR AREA:	120,129 SF
PROPOSED FLOOR AREA BY USE:	
BIG BOX RETAIL:	119,889 SF
FUEL CENTER:	240 SF
REQUIRED PARKING:	480
PROVIDED PARKING:	
STANDARD:	456
HANDICAP:	22
TOTAL:	478
ELECTRIC CHARGING INFRASTRUCTURE (FUTURE):	20
BICYCLE RACKS:	4(5 SPOTS EACH)
REQUIRED LOADING SPACES:	3

*1 STALL/ 250SF

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PICKERING FIRM INCORPORATED UNDERGROUND UTILITIES DISCLAIMER:

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PARKING PLAN



KROGER DAL-597

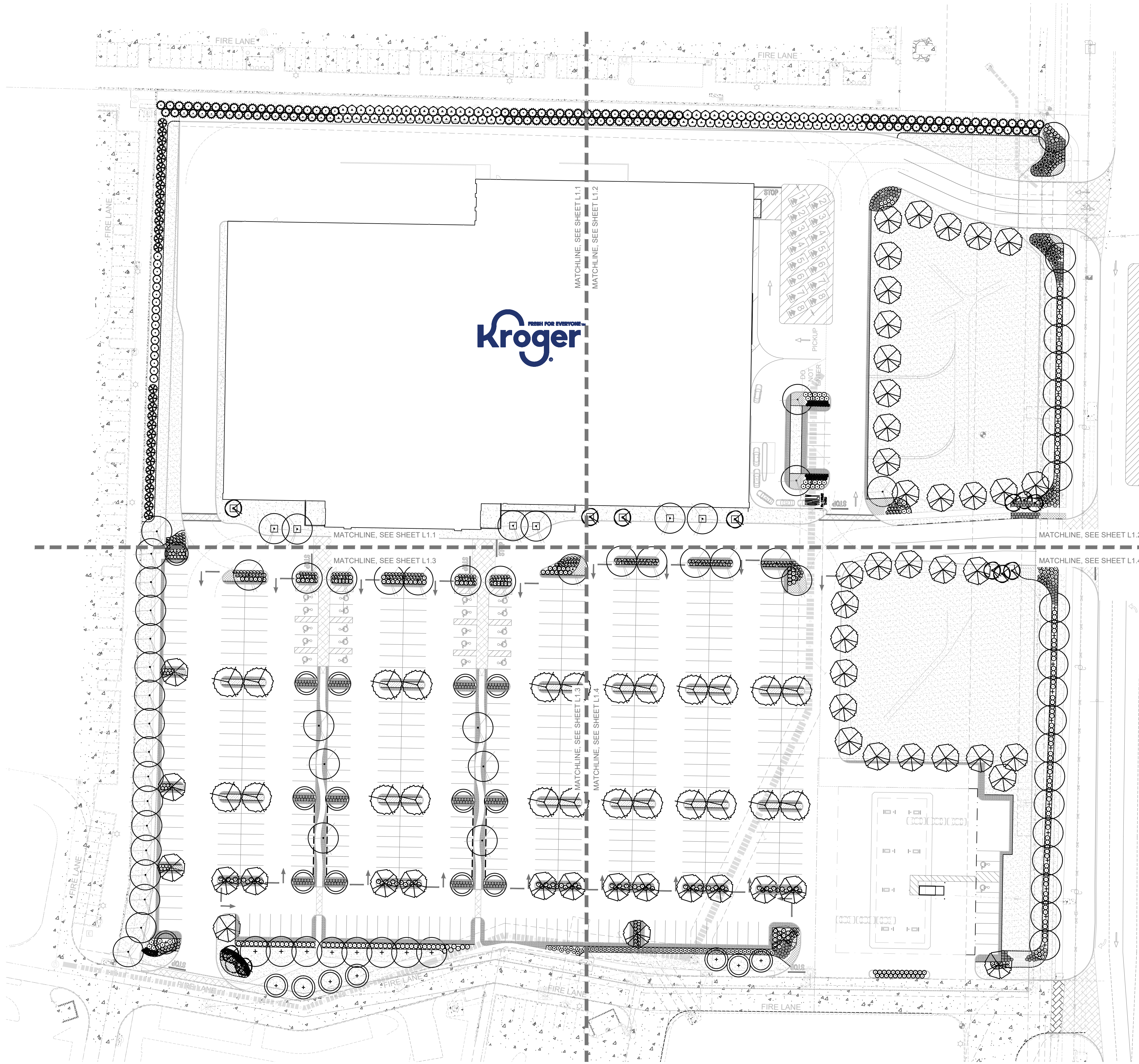
LOT 3, BLOCK A
LOT 9, BLOCK A
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PRELIMINARY PLAN
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DRAWN BY:	DESIGNED BY:	CHECKED BY:	DATE:	JOB No.	SHEET No.
PFI	MLB	PFI	NOV. 2024	27005	C-201



TOWN OF LITTLE ELM, STANDARD LANDSCAPE NOTES

1. THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING. ALL REQUIRED LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, AND FERTILIZING, WATERING, WEEDING AND SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING.
2. LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT A PART OF THE LANDSCAPING.
3. NO SUBSTITUTIONS FOR PLANT MATERIALS ARE ALLOWED WITHOUT WRITTEN APPROVAL BY THE DIRECTOR AND ACKNOWLEDGED BY AN APPROVAL STAMP ON THE LANDSCAPE PLAN.
4. THE RIGHT-OF-WAY ADJACENT TO REQUIRED LANDSCAPE AREAS SHALL BE MAINTAINED BY THE ADJACENT PROPERTY OWNER IN THE SAME MANNER AS THE REQUIRED LANDSCAPE AREA. ALL DRIVEWAYS WILL MAINTAIN VISIBILITY AS APPROVED BY THE DIRECTOR. ALL PLANTINGS INTENDED FOR EROSION CONTROL WILL BE MAINTAINED. THE TOWN MAY REQUIRE REVEGETATION TO PREVENT EROSION OR SLIPPAGE.
5. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIALS WHICH DIE SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE, WITHIN 30 DAYS OR A DATE APPROVED BY THE DIRECTOR, BASED ON CURRENT SEASONS AND WEATHER CONDITIONS (E.G. DROUGHT OR FREEZE).
6. WHEN POWER LINES ARE PRESENT, TREES SHALL NOT BE PLANTED UNDERNEATH AND SHOULD BE ORIENTED IN A MANNER TO AVOID CONFLICT. SUBSTITUTION OF PLANT MATERIAL IS NOT ALLOWED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE DIRECTOR.
7. ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
8. ALL TREES ARE TO BE EQUIPPED WITH A RUBBLER IRRIGATION SYSTEM.
9. REQUIRED LANDSCAPED OPEN AREAS AND DISTURBED SOIL AREAS SHALL BE COMPLETELY COVERED WITH LIVING PLANT MATERIAL, PER THE LANDSCAPE ORDINANCE.
10. ALL LANDSCAPING SHALL BE IN A PLANNED AREA THAT IS DEFINED BY EDGING, MULCH OR ANOTHER PRACTICE APPROVED BY THE TOWN.
11. ALL STREETSCAPE FURNITURE (BENCHES, BOLLARDS, LAMPPOSTS, TRASH RECEPTACLES, PATIO FURNITURE, BIKE RACKS, ETC.) SHALL BE A CHIP AND FLAKE RESISTANT METAL, DECORATIVE, AND GENERALLY BLACK "STORM CLOUD" IN COLOR.

TOWN OF LITTLE ELM, LANDSCAPING REQUIREMENTS

INTERIOR LANDSCAPE REQUIREMENTS

MIN. LANDSCAPE AREA
GROSS VEHICULAR USE AREA = 243,446 SQ. FT. X 10% = 24,345 SQ. FT. MIN. LANDSCAPED AREA

MINIMUM TREES PROVIDED OVERALL
24,345 SQ. FT. MIN. LANDSCAPED AREA / 400 = 61 LARGE CANOPY TREES*
61 LARGE CANOPY TREES PROVIDED, SEE PLANT SCHEDULE
*THREE SMALL ORNAMENTAL TREES A MIN. OF 6' HT. AND 3" DIA. MAY BE SUBSTITUTED FOR 1 LARGE CANOPY TREE

PARKING LOT ISLANDS
EACH SHALL CONTAIN 1 LARGE CANOPY TREE WITH THE REMAINDER LANDSCAPED WITH SHRUBS, LAWN, AND LIVING GROUNDCOVER NOT NOT TO EXCEED 3' HT. TREES IN PARKING LOT ISLANDS MAY BE COUNTED TOWARD THE TOTAL REQUIRED NUMBER OF INTERIOR TREES REQUIRED (SEE NOTE ABOVE)

STONE, GRAVEL AND ROCK
IF USED IN AN INTERIOR LANDSCAPE AREA, NO MORE THAN 20% OF THE AREA MAY BE MADE UP OF THESE MATERIALS. NON-PLANT DERIVED MATERIALS SHOULD BE USED AS AN ACCENT TO THE LANDSCAPED AREAS MADE UP OF SOD, LIVING GROUND COVER, LOW BUSHES, PLANTS, OR MULCH AND MAY INCLUDE VEGETATIVE PLANTINGS WITHIN THE STONE/ROCK BEDS.

PERIMETER LANDSCAPE REQUIREMENTS

ALL VEHICULAR USE AREAS SHALL BE SCREENED FROM ALL ABUTTING PROPERTIES AND THE PUBLIC RIGHT-OF-WAY WITH A WALL, FENCE, EVERGREEN HEDGE, BERM OR OTHER DURABLE LANDSCAPE BARRIER. PLANTS AND SHRUBS USED SHALL BE AT LEAST 36" HT. AT TIME OF PLANTING.

ADDITIONAL SCREENING

WHERE ANY PORTION OF PARKING LOTS, DRIVES, ACCESS EASEMENTS OR OTHER RIGHTS-OF-WAY ABOUT THE LANDSCAPE EDGE, SHRUBS 36 INCH MINIMUM SHALL BE PLANTED TO FORM A CONTIGUOUS BUFFER ALONG THE COMMON BOUNDARY LINE.

VEHICULAR ACCESS DRIVES

A SMALL ORNAMENTAL TREE IS REQUIRED ALONG MAJOR ACCESS LANES EVERY 25 LINEAR FEET WITHIN A DEVELOPMENT WHERE REASONABLE, SUBJECT TO REVIEW AND APPROVAL BY THE DIRECTOR.

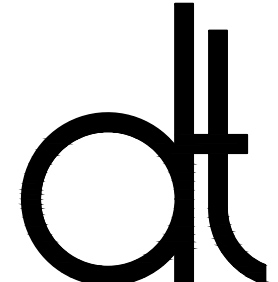
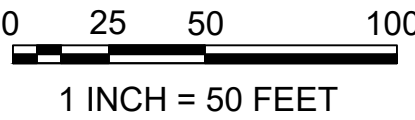
LANDSCAPE POINT SYSTEM

TOTAL SITE AREA = 14.35 AC. ±, MINIMUM NUMBER OF LANDSCAPE POINTS PER ACRE = 30

PROPOSED LANDSCAPE AMENITIES	POINTS EARNED
ENHANCED HARDSCAPE (STAMPED ENTRYWAY (PER DESIGN GUIDE), DECORATIVE COBBLE WALKWAYS, MEANDERING SIDEWALKS, ETC.)	5
ENHANCED LANDSCAPING (WITHIN DEVELOPMENT AND AT THE ENTRANCEWAYS OF THE DEVELOPMENT)	5
ENHANCED SITE CANOPY (PLANTING PERIMETER TREES ONE PER 30 FEET AND LOCATING A PARKING ISLAND EVERY 10 SPACES)	5
ENHANCED STREETSCAPE ELEMENTS (E.G. DECORATIVE LAMPPOSTS, RECEPTACLES, DECORATIVE BOLLARDS, ETC.)	5
USE OF SHADED AND DECORATIVE OUTDOOR SEATING AREAS (BENCHES, OUTDOOR DINING, ETC.)	5
ALL OUTDOOR LIGHTING IS "DARK-SKY APPROVED" AND MEETS TOWN'S LIGHTING REQUIREMENTS	5

INTERIOR LANDSCAPE REQUIREMENTS

TREES TO BE REMOVED - (2) COTTONWOOD TREES = 34 TOTAL DBH INCHES REMOVED
MITIGATION REQUIREMENTS OF 2:1 REPLACEMENT = 68 DBH INCHES REQUIRED (17 TREES AT 4" PER TREE)
17 TREES PROVIDED, SEE PLANT SCHEDULE



DESIGN STUDIO
6465 N Quail Hollow Rd, Suite 401
Memphis, TN 38120
901.646.5070
www.dt-designstudio.com

DATE: 11/2024

PROJECT NO.: 24.644

DRAWN BY: CY

CHECKED BY: SH

REVISIONS

NO.	DATE

KROGER MARKETPLACE

LITTLE ELM, TX

CONSULTANTS:

SEAL:

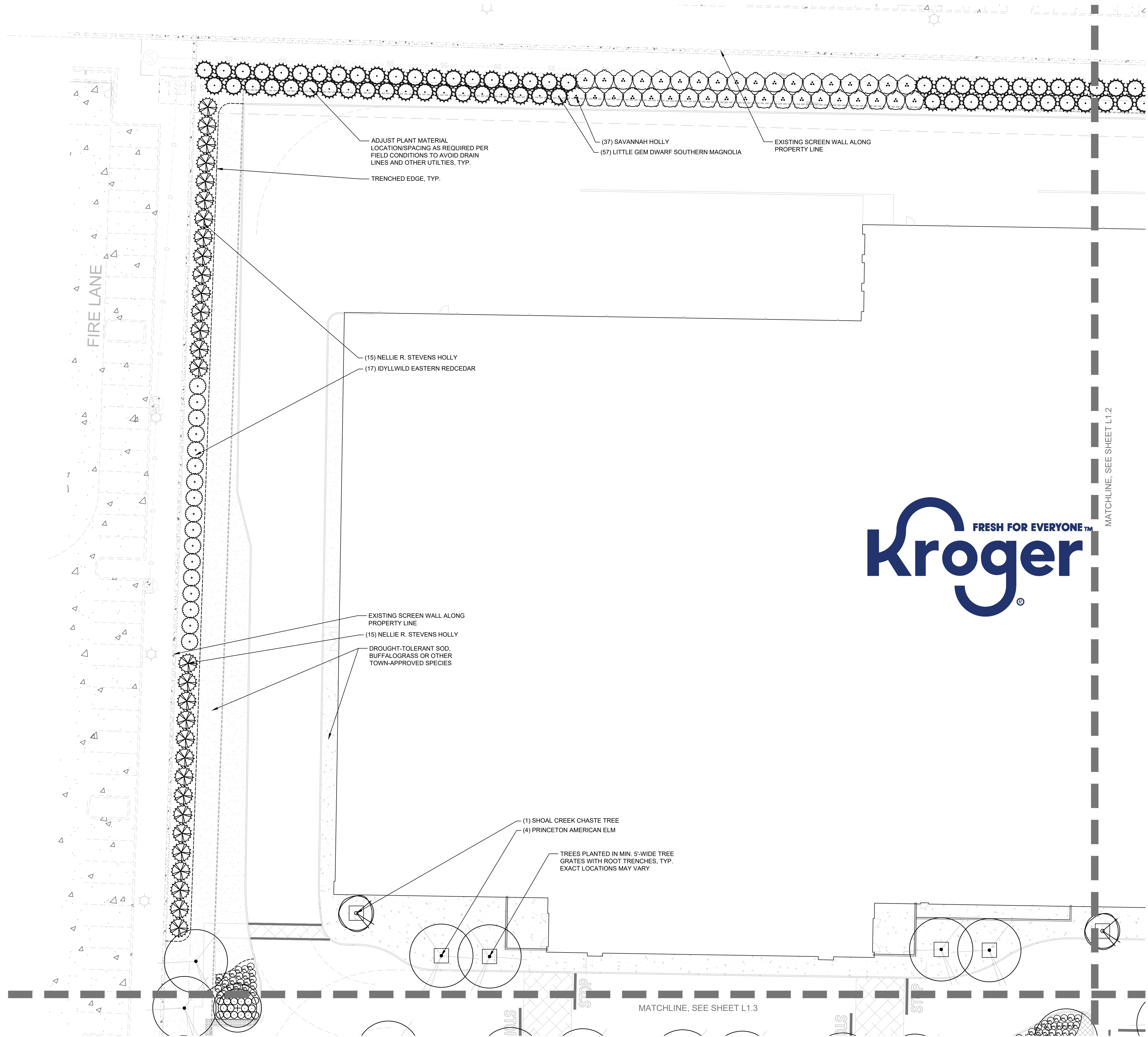
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DRAWING NUMBER

L1.0

LANDSCAPE PLAN - OVERALL



KROGER MARKETPLACE

LITTLE ELM, TX

CONSULTANTS:

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L1.1
LANDSCAPE PLAN -
ENLARGEMENT



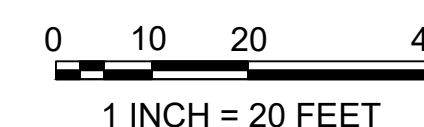
REVISIONS	
NO.	DATE

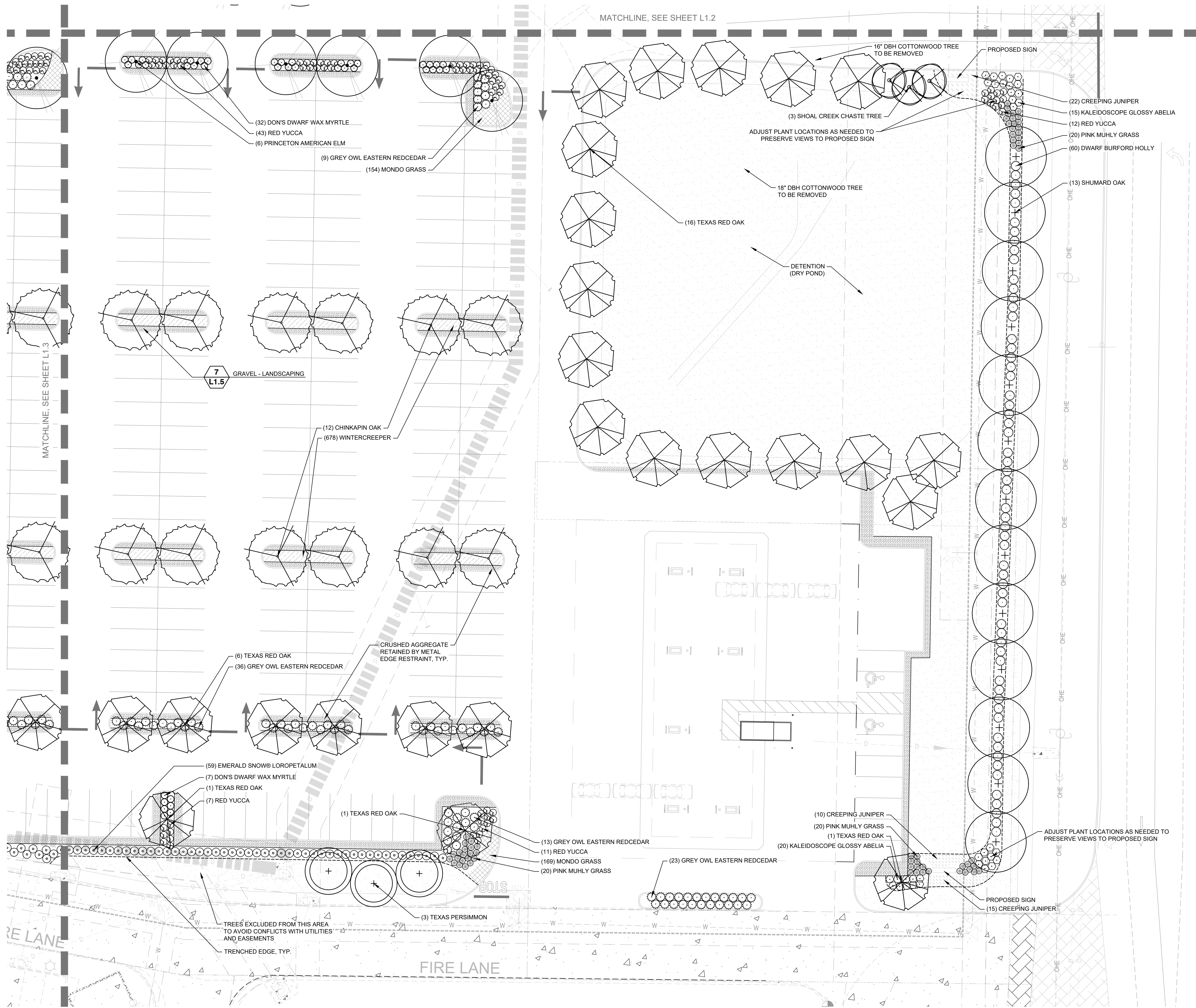
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DRAWING NUMBER:

DRAWING NUMBER
L1.3
LANDSCAPE PLAN
ENLARGEMENT





DATE: 11/2024
PROJECT NO.: 24.644
DRAWN BY: CY
CHECKED BY: SH

REVISIONS	
NO.	DATE

KROGER MARKETPLACE

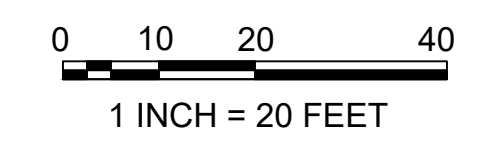
LITTLE ELM, TX

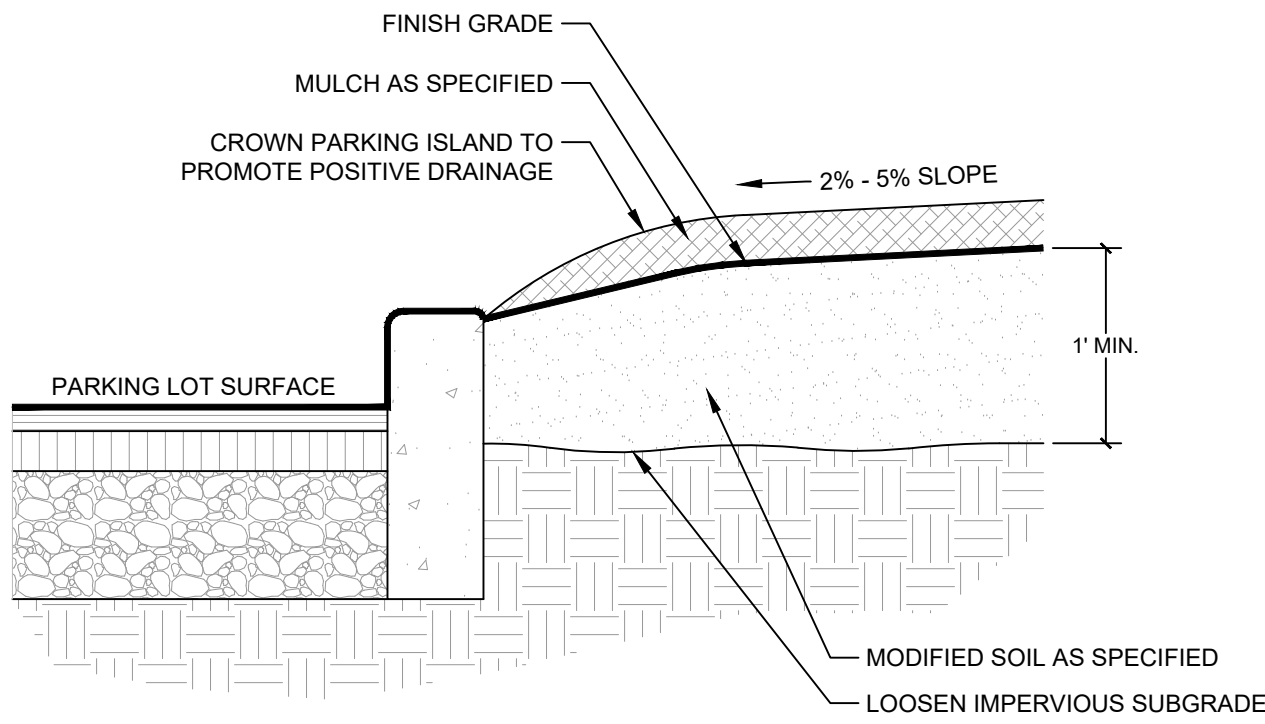
CONSULTANTS:

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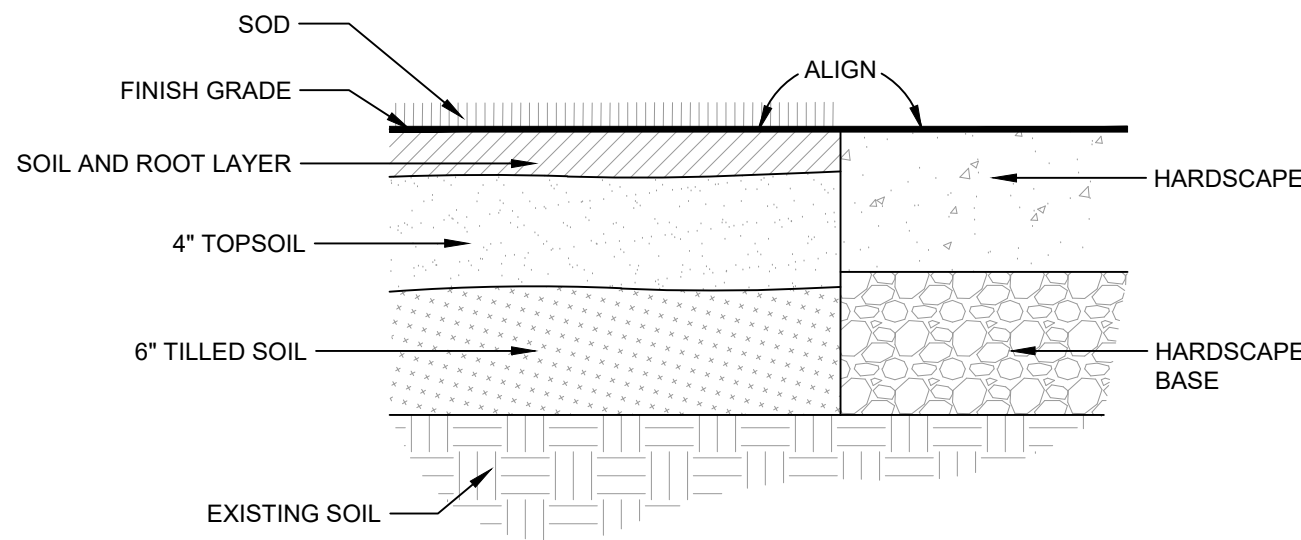
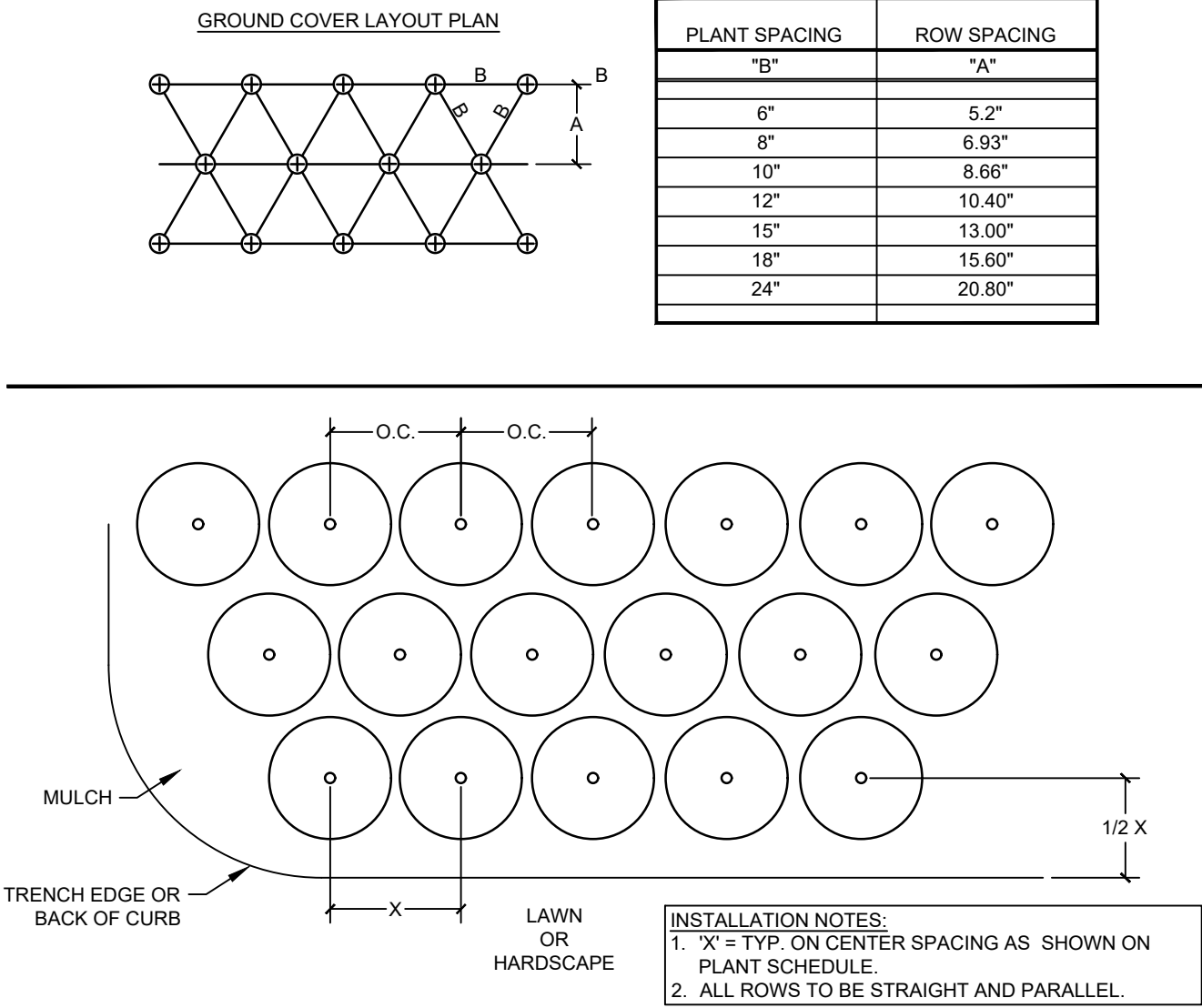
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DRAWING NUMBER
L1.4
LANDSCAPE PLAN -
ENLARGEMENT





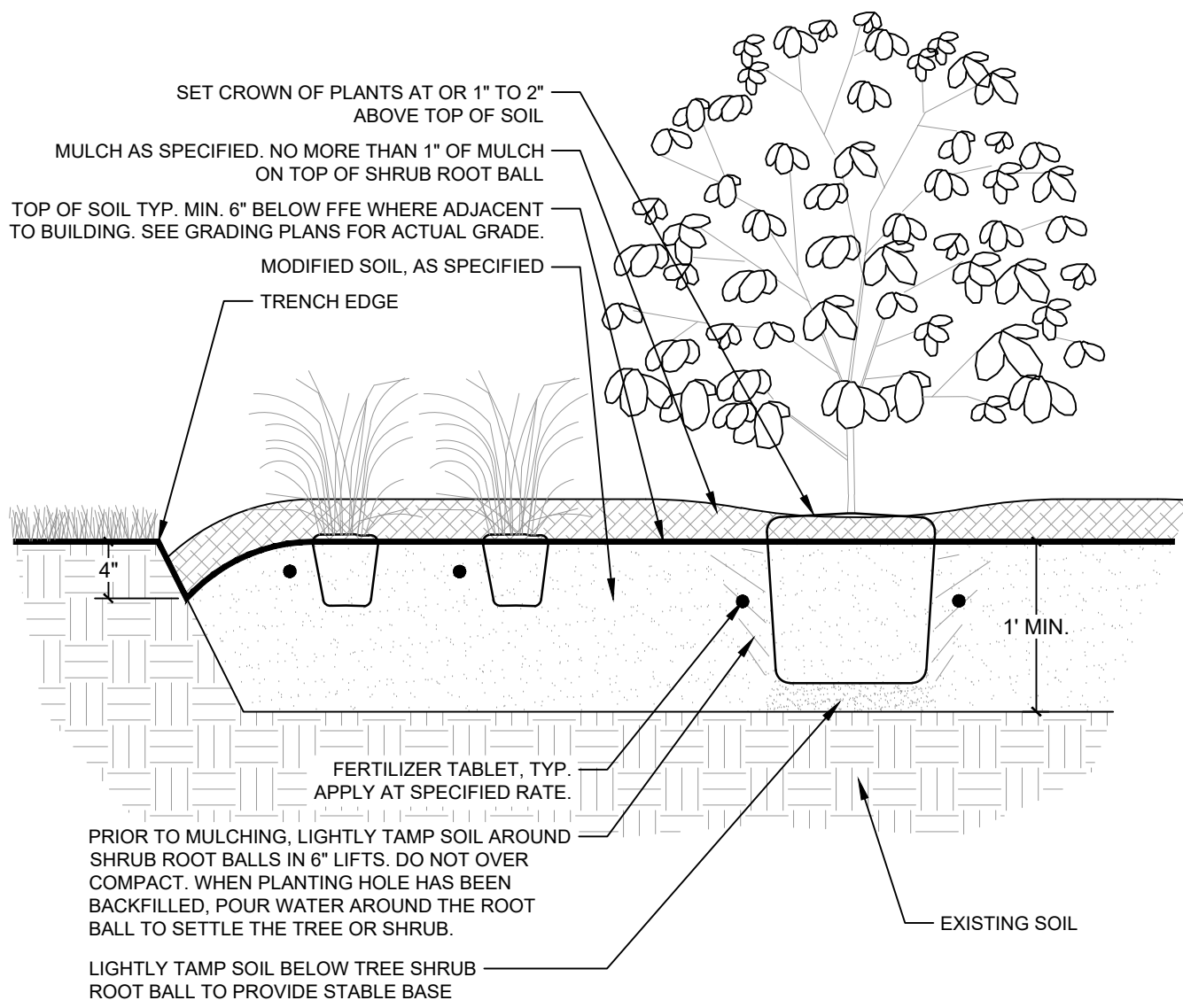
NOTE:
1. THIS DETAIL APPLIES TO PLANTING ISLANDS DRAINING OUT TO PARKING LOTS. IT DOES NOT APPLY TO PLANTING ISLANDS WITH INTERNAL DRAINAGE SYSTEMS.



INSTALLATION NOTES:
1. GENERAL CONTRACTOR TO PROVIDE GRADES TO WITHIN TWO TENTHS OF A FOOT FOR PROPOSED GRADES.
2. TILL SOIL TO A DEPTH OF 6".
3. FINE GRADE AS REQUIRED TO REACH FINISH GRADE SHOWN IN GRADING PLANS.
4. APPLY LIME AND FERTILIZER AS SPECIFIED.
5. APPLY PRE-EMERGENT HERBICIDE PER MANUFACTURER'S RECOMMENDATION.
6. LAY SOD & ROLL LEVEL.
7. WATER ENTIRE AREA THOROUGHLY.
8. INSTALL SOD SO THAT THE TOP OF SOIL AND ROOT LAYER IS LEVEL WITH TOP OF PAVEMENT.

1 PARKING LOT ISLAND DETAIL

NOT TO SCALE

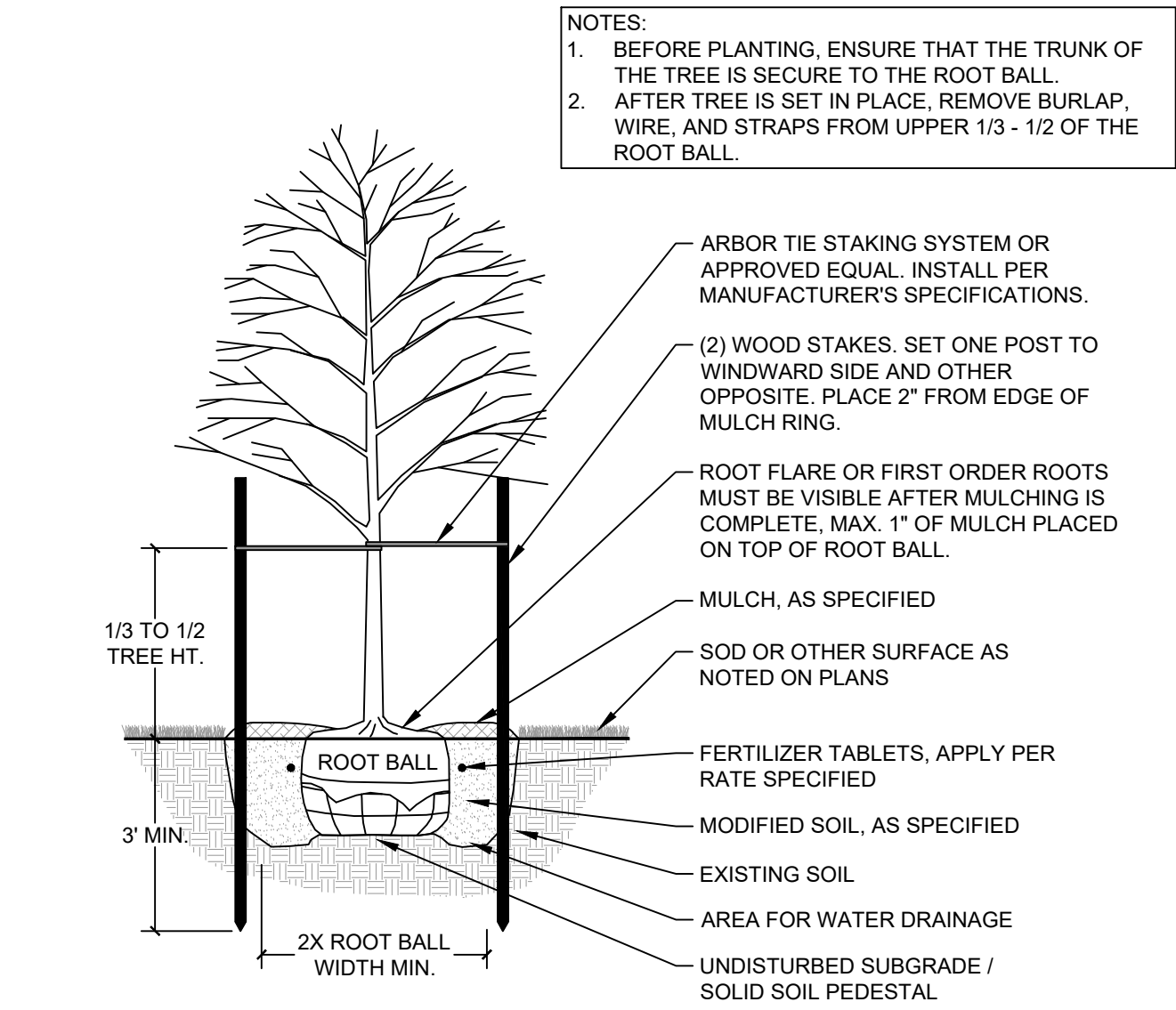


4 SHRUB AND GROUNDCOVER PLANTING

NOT TO SCALE

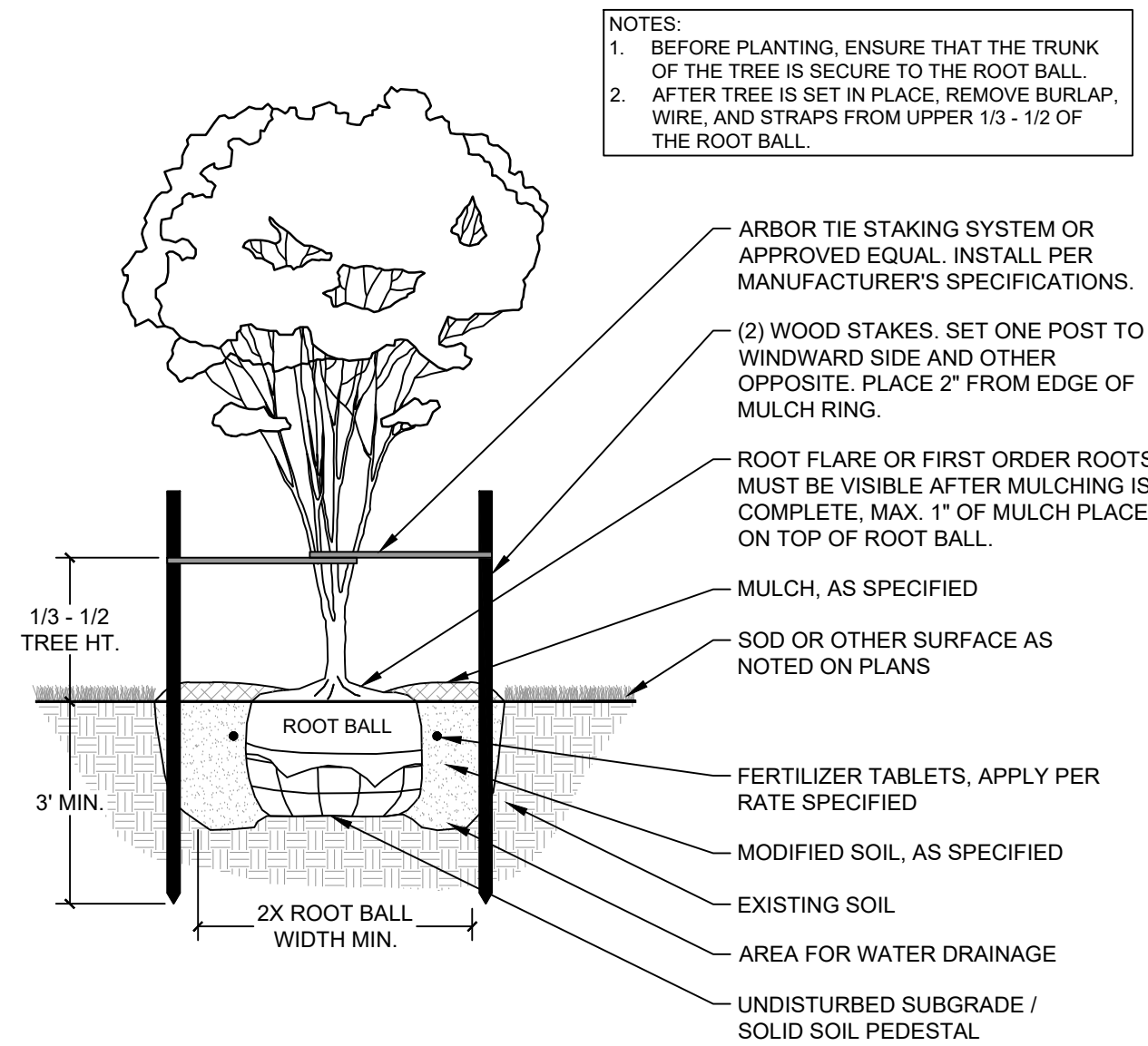
2 TYP PLANT MASS & GROUND COVER SPACING

NOT TO SCALE



5 TREE PLANTING AND STAKING

NOT TO SCALE



6 TREE PLANTING & STAKING (MULTI-TRUNK)

NOT TO SCALE

7 GRAVEL - LANDSCAPING

3/4" = 1'-0"

3 SOD INSTALLATION

NOT TO SCALE

PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONT.	UNIT	COMMENTS		REMARKS
TREES									
	21	Diospyros texana	Texas Persimmon	3" Cal.	B&B	EA	6' - 8' Ht. min.		
	30	Ilex x 'Nellie R. Stevens'	Nellie R. Stevens Holly	3" Cal.	B&B	EA	Well branched, full to ground		
	78	Ilex x attenuata 'Savannah'	Savannah Holly	3" Cal.	B&B	EA	Well branched, full head		
	17	Juniperus virginiana 'Idyllwild'	Idyllwild Eastern Redcedar	3" Cal.	B&B	EA	Well branched, full to ground		
	117	Magnolia grandiflora 'Little Gem'	Little Gem Dwarf Southern Magnolia	3" Cal.	B&B	EA	6' - 8' Ht. min.		
	52	Quercus buckleyi	Texas Red Oak	4" Cal.	B&B	EA	Well branched, full head		
	24	Quercus muehlenbergii	Chinkapin Oak	4" Cal.	B&B	EA	Well branched, full head		
	31	Quercus shumardii	Shumard Oak	4" Cal.	B&B	EA	Well branched, full head		
	46	Ulmus americana 'Princeton'	Princeton American Elm	4" Cal.	B&B	EA	Well branched, full head		
	13	Vitex agnus-castus 'Shoal Creek'	Shoal Creek Chaste Tree	3" Cal.	B&B	EA	Well branched, full head		
SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	UNIT	COMMENTS		REMARKS

SHRUBS AND GRASSES

	52	Abelia x grandiflora 'Kaleidoscope'	Kaleidoscope Glossy Abelia	12" Ht.	Pot	EA	Full plant, free of weeds		
	70	Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	1 gal.	Pot	EA	Full plant, free of weeds		
	21	Cleyera japonica 'Bronze Beauty'	Bronze Beauty Cleyera	36" Ht.	Pot	EA	Full plant, free of weeds		
	9	Fallugia paradoxa	Apache Plume	24" Ht.	Pot	EA	Full plant, free of weeds		
	237	Hesperaloe parviflora	Red Yucca	18" Ht.	Pot	EA	Full plant, free of weeds		
	148	Ilex cornuta 'Burfordii Nana'	Dwarf Burford Holly	36" Ht.	Pot	EA	Full plant, free of weeds		
	34	Juniperus chinensis 'Pfitzeriana'	Pfitzer Juniper	24" Ht.	Pot	EA	Full plant, free of weeds		
	180	Juniperus virginiana 'Grey Owl'	Grey Owl Eastern Redcedar	18" Ht.	Pot	EA	Full plant, free of weeds		
	37	Leucophyllum frutescens 'Silverado'	Silverado Texas Sage	36" Ht.	Pot	EA	Full plant, free of weeds		
	59	Loropetalum chinense 'Shang-white'	Emerald Snow® Loropetalum	36" Ht.	Pot	EA	Full plant, free of weeds		
	120	Morella cerifera 'Don's Dwarf'	Don's Dwarf Wax Myrtle	18" Ht.	Pot	EA	Full plant, free of weeds		
	352	Muhlenbergia capillaris	Pink Muhly Grass	1 gal.	Pot	EA	Full plant, free of weeds		
SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	UNIT	COMMENTS		SPACING	REMARKS

GROUND COVERS

	107,737 sf	Bouteloua dactyloides	Buffalo Grass	sod	Fill Area	Fill area, square footage for reference only			
	1,443	Euonymus fortunei	Wintercreeper	4" pot	EA	Fill Area		16" o.c.	
	47	Juniperus horizontalis	Creeping Juniper	1 gal.	EA	Fill Area		36" o.c.	
	1,472	Ophiopogon japonicus	Mondo Grass	4" pot	EA	Fill Area		12" o.c.	

PROPOSED PLANTS NOT ON THE TOWN'S PRE-APPROVED PLANT LIST ARE:
KARL FOERSTER FEATHER REED GRASS
DON'S DWARF SOUTHERN WAX MYRTLE
PINK MUHLY GRASS

0 25 50 100
1 INCH = 50 FEET



DATE: 11/2024
PROJECT NO.: 24.644
DRAWN BY: CY
CHECKED BY: SH

REVISIONS	NO.	DATE

CONSULTANTS:

SEAL:

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DRAWING NUMBER
L1.5
LANDSCAPE PLAN -
ENLARGEMENT

	SOUTH (SF)	(%)	NORTH (SF)	(%)	EAST (SF)	(%)	WEST (SF)	(%)
TOTAL	12068.2	100%	10959.4	100%	7540.2	100%	7642.4	100%
4"x16" DECORATIVE, INTEGRALLY COLORED CMU (B1 - B4)	7553.8	64%	10769.1	98%	6764.8	89%	6861.1	89%
ADHERED MASONRY VENEER (S1)	1407.5	12%	-	-	210.1	3%	216	3%
METAL PANEL (MP1), PREFINISHED METAL (PM1 - PM3)	682.1	4%	190.3	2%	134.8	2%	134.8	2%
ARCHITECTURAL RIBBED METAL PANEL (MP2)	1699.2	14%	-	-	389.4	5%	389.4	5%
FIBER CEMENT (FC1)	725.6	6%	-	-	41.1	1%	41.1	1%
GLAZING	2159	18%	-	-	337.8	5%	216.2	3%

AUXILIARY DESIGN STANDARDS:
CANOPIES
VERTICAL ELEMENTS (TOWER)
PATIO

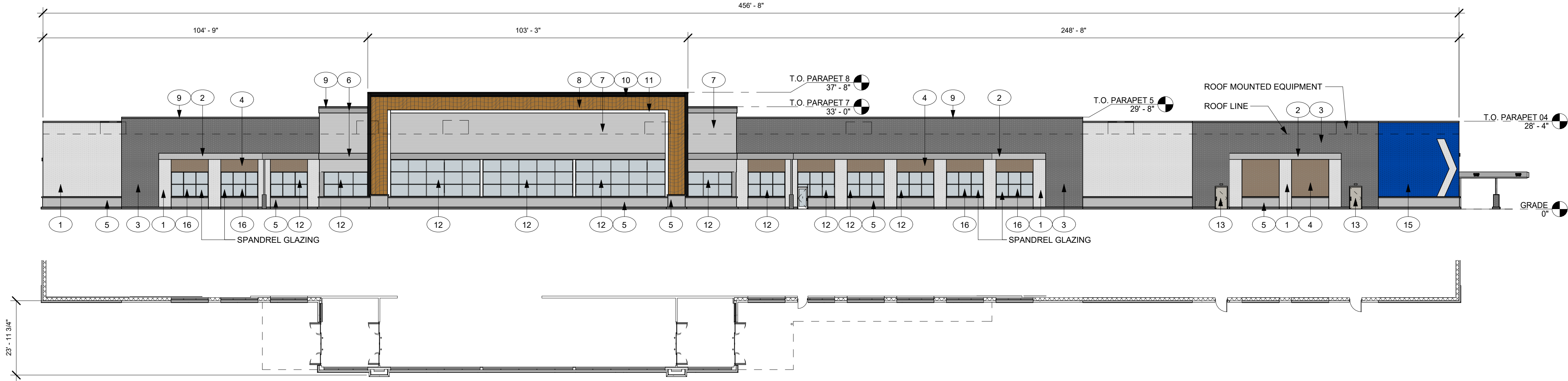
TOTAL GLAZING - 26%

GENERAL NOTES

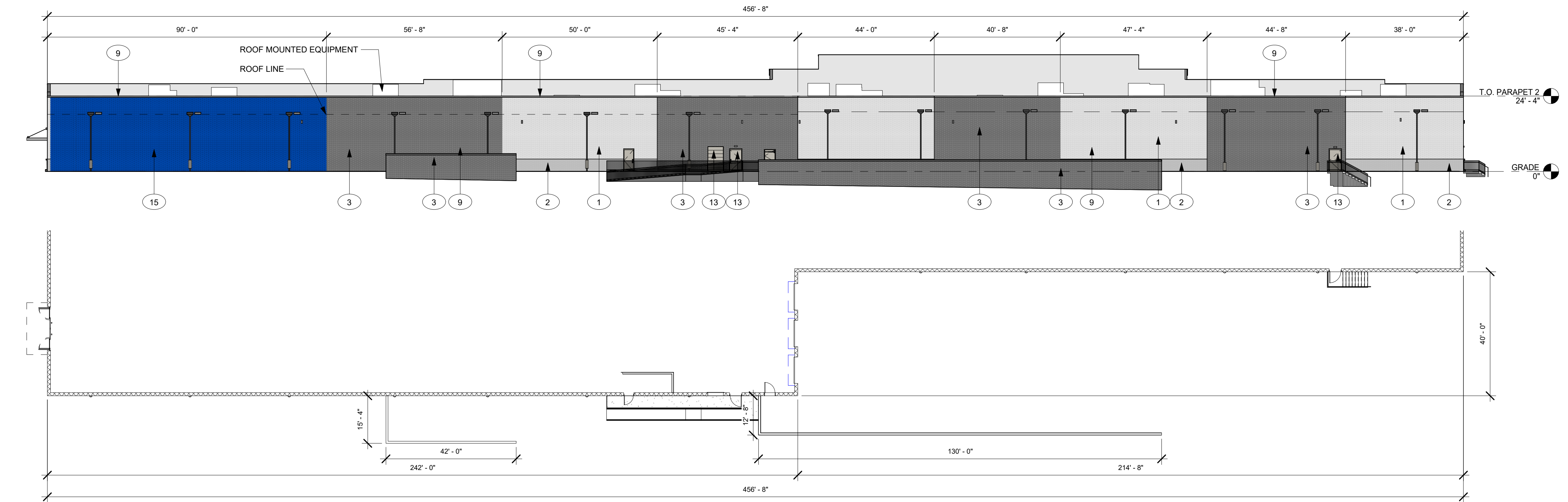
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KEYNOTES

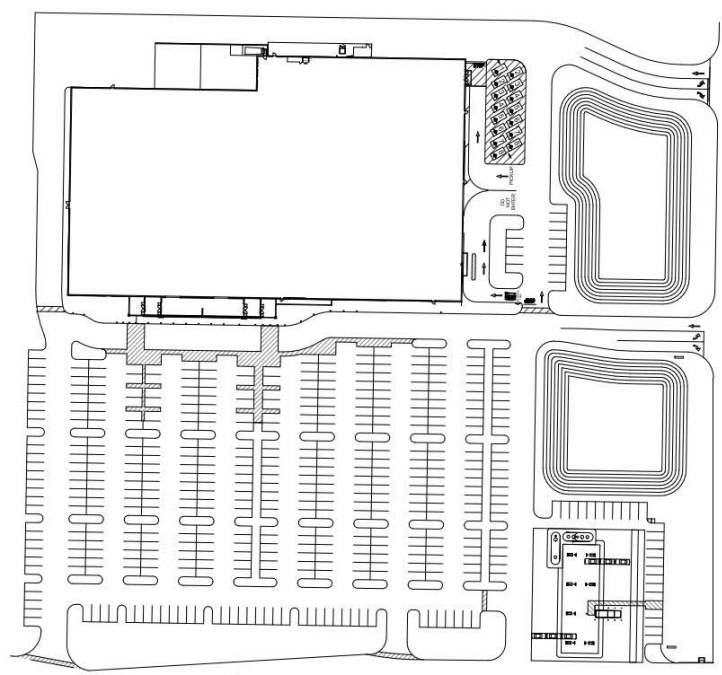
- 4"x16" DECORATIVE, INTEGRALLY COLORED CMU (BL1) - SMOOTH FACE
COLOR: LEE BRICK & BLOCK - ASPEN CREAM
- 4"x16" DECORATIVE, INTEGRALLY COLORED CMU (BL2) - SPLIT FACE
COLOR: LEE BRICK & BLOCK - WINTER SEA
- 4"x16" DECORATIVE, INTEGRALLY COLORED CMU (BL3) - SMOOTH FACE
COLOR: LEE BRICK & BLOCK - BRECKENRIDGE
- 4"x16" DECORATIVE, INTEGRALLY COLORED CMU (BL4) - SMOOTH FACE
COLOR: LEE BRICK & BLOCK - BROWNSTONE
- ADHERED MASONRY VENEER (S1)
COLOR: HILLOREST STONE - ALPINE
- ARCHITECTURAL METAL PANEL (MP1) - SMOOTH
COLOR: SLATE GRAY
- ARCHITECTURAL METAL PANEL (MP2) - RIBBED
COLOR: SILVERSMITH
- VERTICAL FIBER CEMENT SIDING (FC1) - WOOD GRAIN
COLOR: NICHIIA VINTAGEWOOD - REDWOOD
- PREFINISHED METAL (PM1)
COLOR: SLATE GRAY
- PREFINISHED METAL (PM2)
COLOR: MATTE BLACK
- PREFINISHED METAL (PM3)
COLOR: WHITE
- PREFINISHED ALUMINUM STOREFRONT (AS1)
COLOR: CLEAR ANODIZED
- PAINTED METAL (PT6)
COLOR: SW7016 "MINDFUL GRAY"
- PAINTED METAL (PT7)
COLOR: SW7019 "GAUNTLET GRAY"
- PAINTED METAL / MASONRY (PT14)
COLOR: PMS 2728C "KROGER BLUE"
- PREFINISHED ALUMINUM STOREFRONT (AS2)
COLOR: TO MATCH MULLIONS



SOUTH (FRONT) ELEVATION 01
1" = 20'-0"



NORTH ELEVATION 02
1" = 20'-0"



KEY PLAN

FOR STAFF USE

KROGER DAL597

ALTA 380
M. JONES SURVEY NO. 662
LOTS 3, 9, 10 & 11, BLOCK A (14.43 AC.)
26587 E. UNIVERSITY DR.
NWC 380 & FM2931

OWNER
THE KROGER TEXAS L.P.
751 FREEPORT PKWY
CORPELL, TX 75019
CONTACT: CRAIG WINKLER
PHONE: 469-645-7941

APPLICANT
PICKERING FIRM, INC.
6363 POPLAR AVENUE, SUITE 300
MEMPHIS, TN 38119
CONTACT: MARVIN BROWN
PHONE: 901-726-0810

ARCHITECT
HEIGHTS VENTURE ARCHITECTURE & DESIGN
5741 LEGACY DRIVE, SUITE 320
PLANO, TX 75024
ARCHITECT: LANCE LILLY
PHONE: 469-767-5484



DATE: ISSUE:

Lance Lilly
TX #20481

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Permitting, or Construction.

Heights Venture
ARCHITECTURE + DESIGN

HOUSTON
1111 North Loop West, Suite 800
Houston, Texas 77008
281.854.6100

DALLAS
5741 Legacy Drive, Suite 320
Plano, Texas 75024
281.854.6100

CHICAGO
3333 Warrenville Road, Suite 200
Lisle, Illinois 60532
281.854.6100

KROGER STORE
DAL597

26587 E UNIVERSITY DR.
AUBREY, TX

Project Number: 24108-001
Sheet Size: 24 x 36
Date / Time Plotted: 2/3/2025 12:18:29 PM
Drawn By: JLT
Checked By: LL
Project Phase:

P.D. EXTERIOR
ELEVATIONS

PD001

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	SOUTH (SF)	(%)	NORTH (SF)	(%)	EAST (SF)	(%)	WEST (SF)	(%)
TOTAL	12068.2	100%	10959.4	100%	7540.2	100%	7642.4	100%
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GLAZING	2159	18%	-	-	337.8	5%	216.2	3%

AUXILIARY DESIGN STANDARDS:
CANOPIES
VERTICAL ELEMENTS (TOWER)
PATIO

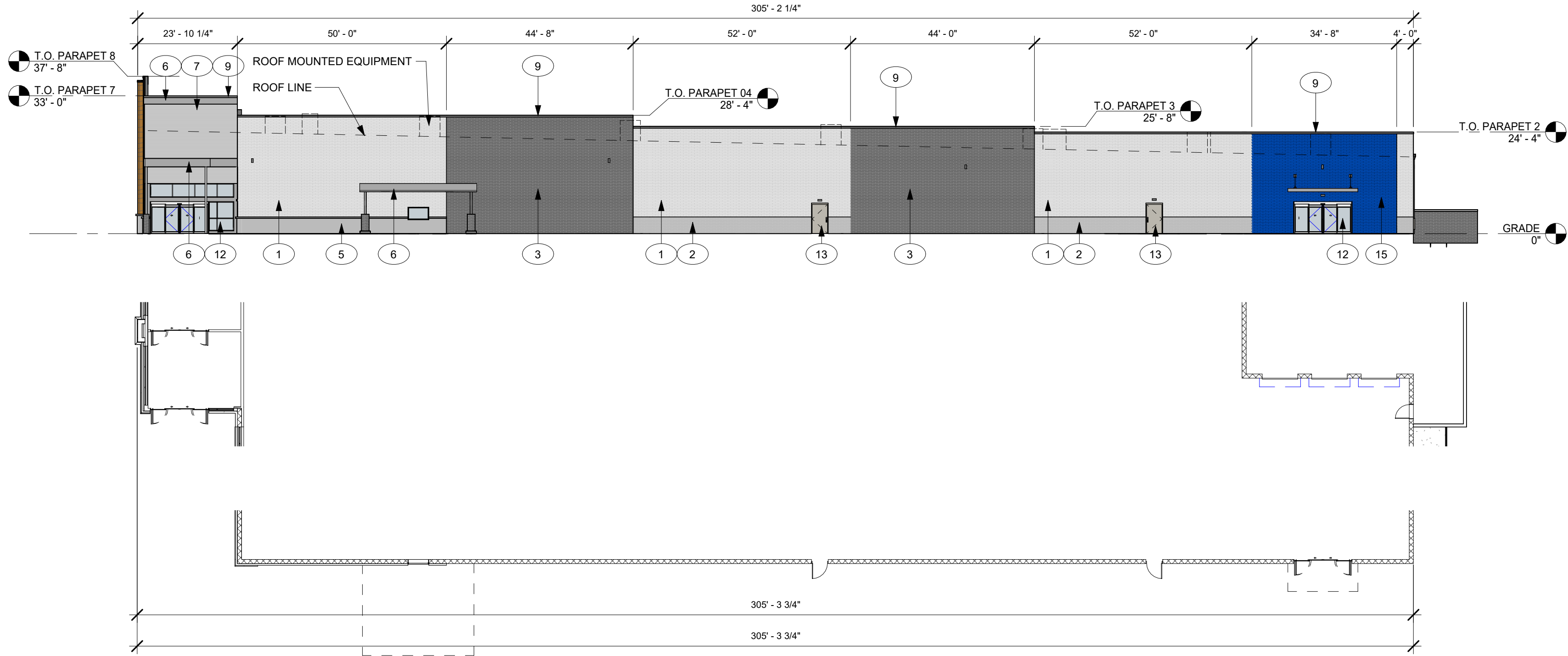
TOTAL GLAZING - 26%

GENERAL NOTES

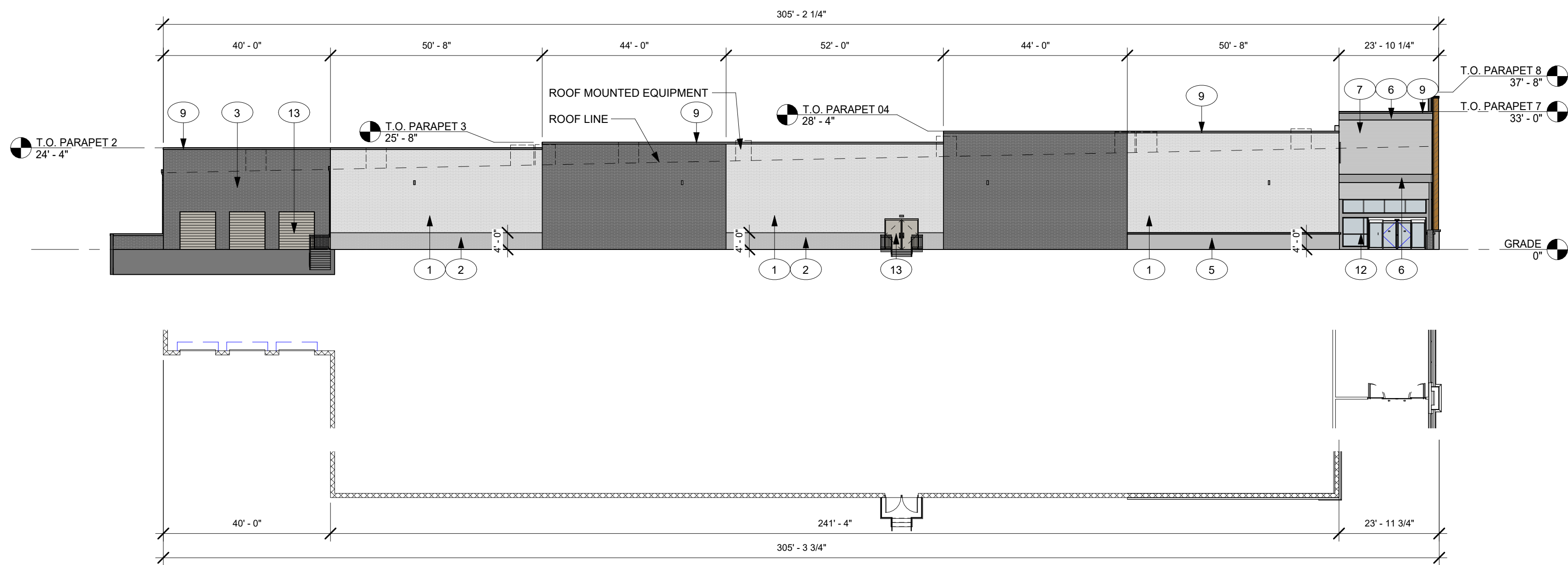
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KEYNOTES

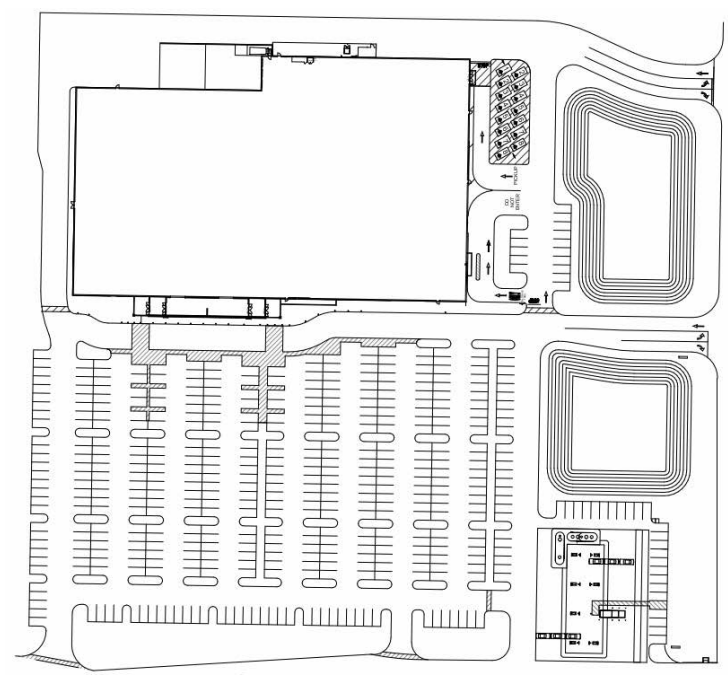
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COLOR: TO MATCH MULLIONS



EAST ELEVATION 01
1" = 20'-0"



WEST ELEVATION 02
1" = 20'-0"



KEY PLAN

FOR STAFF USE

KROGER DAL597
ALTA 380
M. JONES SURVEY NO. 662
LOTS 3, 9, 10 & 11, BLOCK A (14.43 AC.)
26587 E. UNIVERSITY DR.
NWC 380 & FM2931

OWNER
THE KROGER TEXAS L.P.
751 FREEPORT PKWY
CORPELL, TX 75019
CONTACT: CRAIG WINKLER
PHONE: 469-645-7941

APPLICANT
PICKERING FIRM, INC.
6363 POPLAR AVENUE, SUITE 300
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HEIGHTS VENTURE ARCHITECTURE & DESIGN
5741 LEGACY DRIVE, SUITE 320
PLANO, TX 75024
ARCHITECT: LANCE LILLY
PHONE: 469-767-5484



DATE: ISSUE:

Lance Lilly
TX #20481

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Heights Venture
ARCHITECTURE + DESIGN

HOUSTON
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Houston, Texas 77008
281.854.6100

DALLAS
5741 Legacy Drive, Suite 320
Plano, Texas 75024
281.854.6100

CHICAGO
3333 Warrenville Road, Suite 200
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KROGER STORE
DAL597

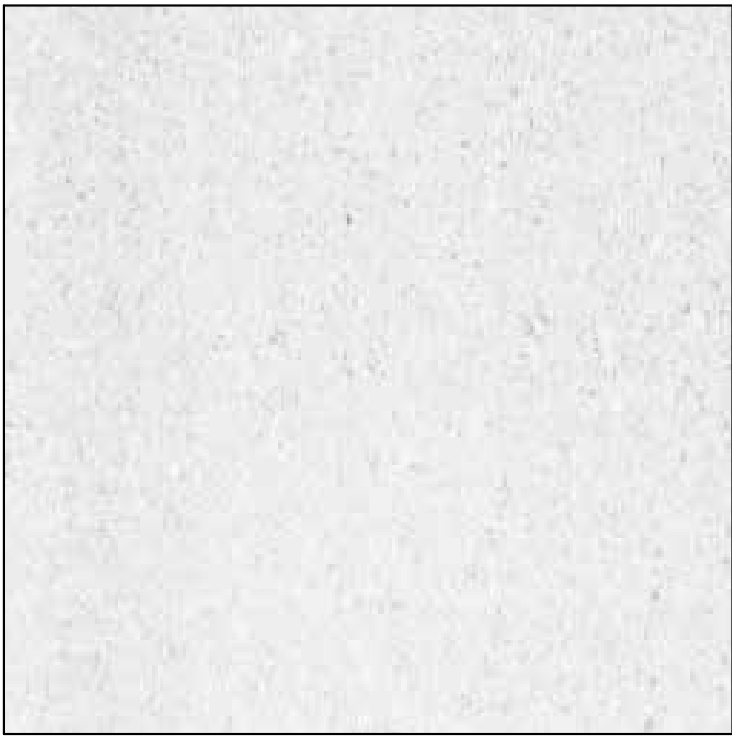
26587 E UNIVERSITY DR.
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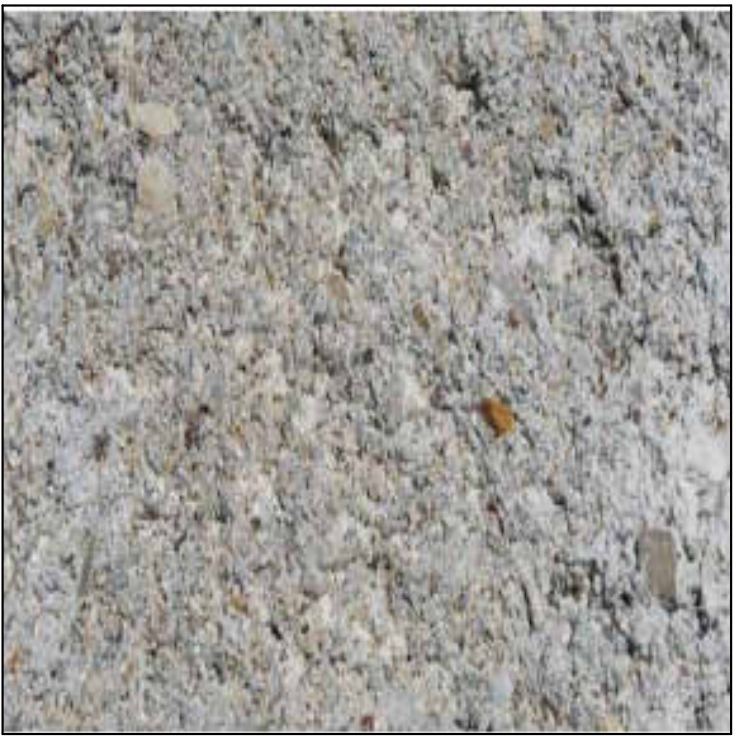
P.D. EXTERIOR
ELEVATIONS

PD002

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BL1 - DECORATIVE,
INTEGRALLY COLORED CMU -
SMOOTH FACE
COLOR: LEE BRICK & BLOCK -
ASPEN CREAM



BL2 - DECORATIVE,
INTEGRALLY COLORED CMU -
SPLIT FACE
COLOR: LEE BRICK & BLOCK -
WINTER SEA



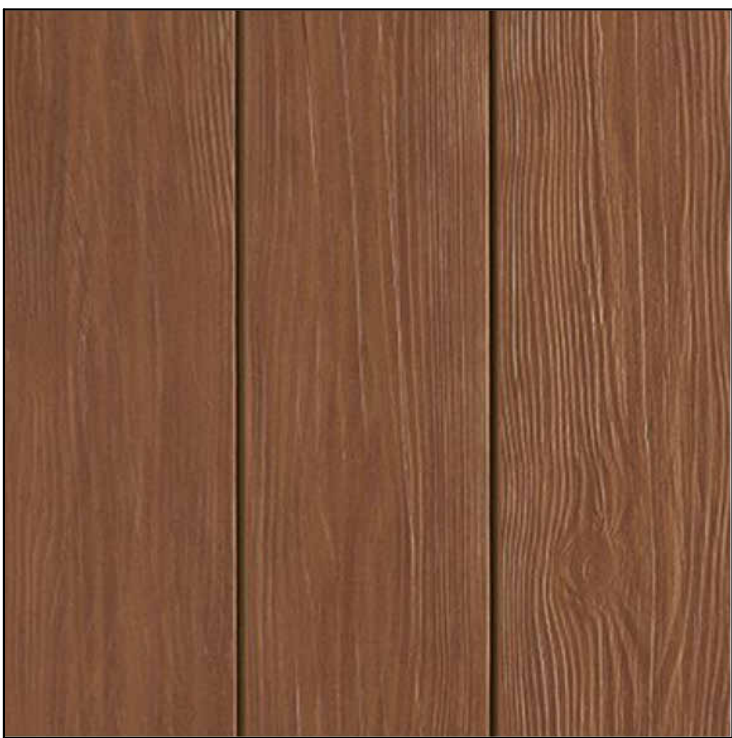
BL3 - DECORATIVE,
INTEGRALLY COLORED CMU -
SMOOTH FACE
COLOR: LEE BRICK & BLOCK -
BRECKENRIDGE



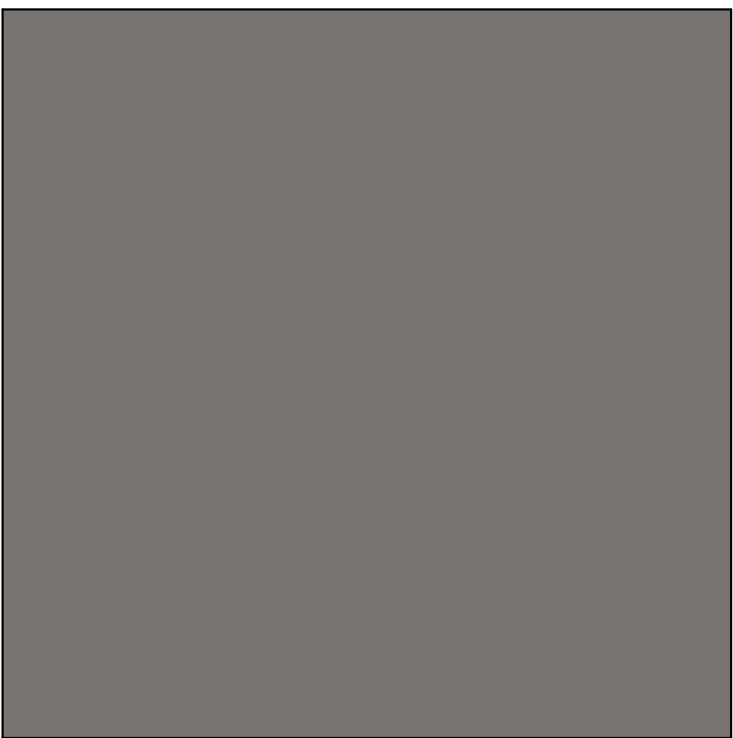
BL4 - DECORATIVE,
INTEGRALLY COLORED CMU -
SMOOTH FACE
COLOR: LEE BRICK & BLOCK -
BROWNSTONE



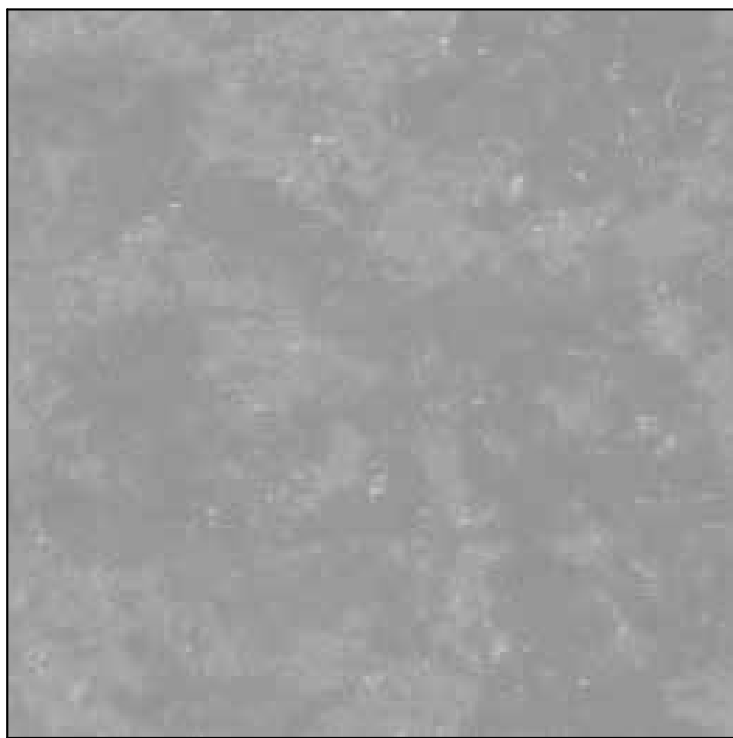
S1 - ADHERED MASONRY VENEER
COLOR: HILLCREST STONE -
ALPINE



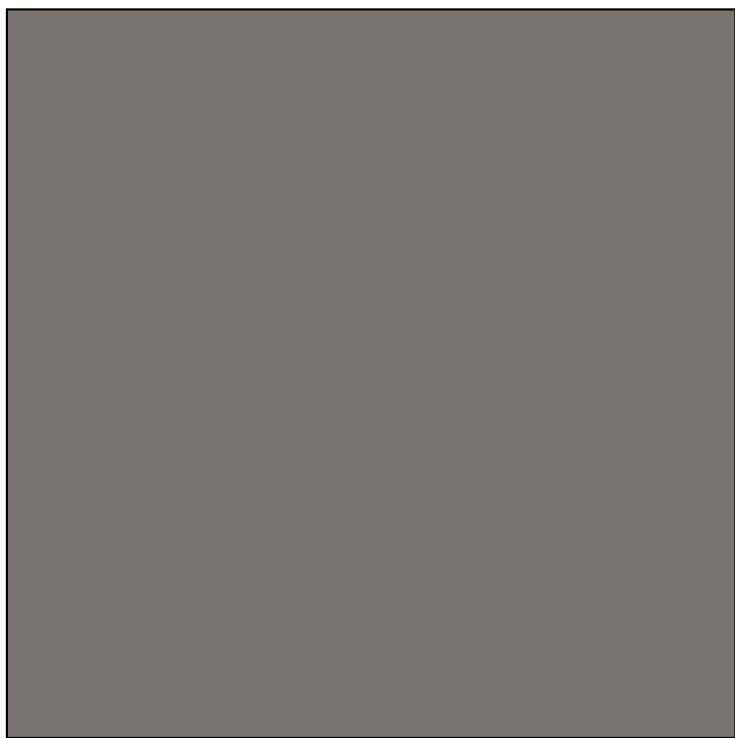
FC1 - VERTICAL FIBER CEMENT
SIDING - WOOD GRAIN
COLOR: NICHHA VINTAGEWOOD -
REDWOOD



MP1 - ARCHITECTURAL METAL
PANEL - SMOOTH
COLOR: SHERWIN WILLIAMS -
SLATE GRAY



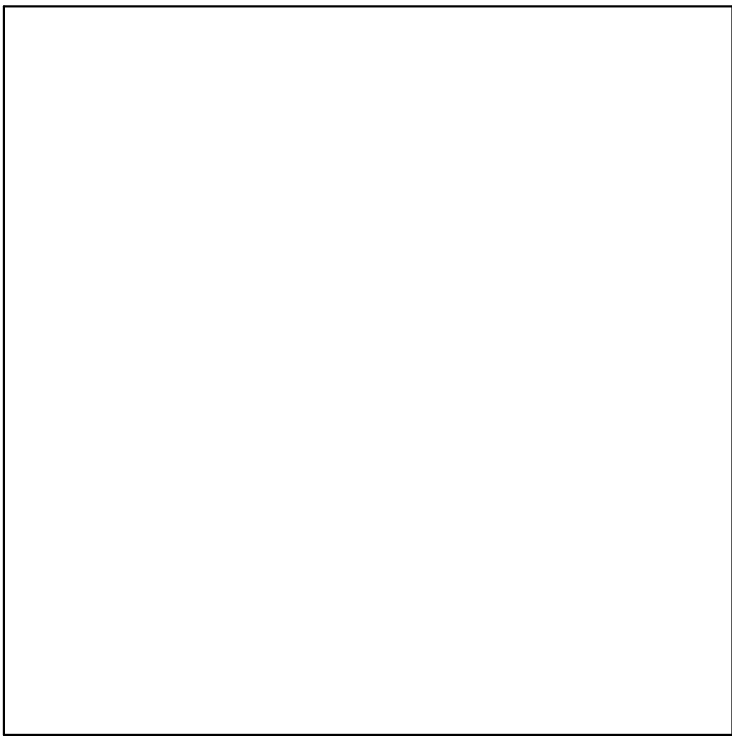
MP2 - ARCHITECTURAL METAL
PANEL - RIBBED
COLOR: SILVERSMITH



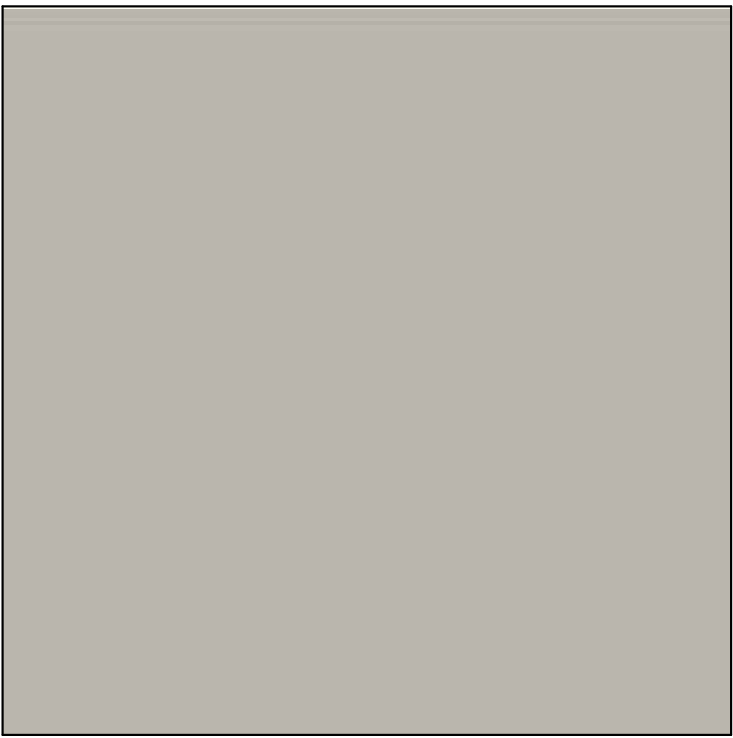
PM1 - PREFINISHED METAL
COLOR: SHERWIN WILLIAMS -
SLATE GRAY



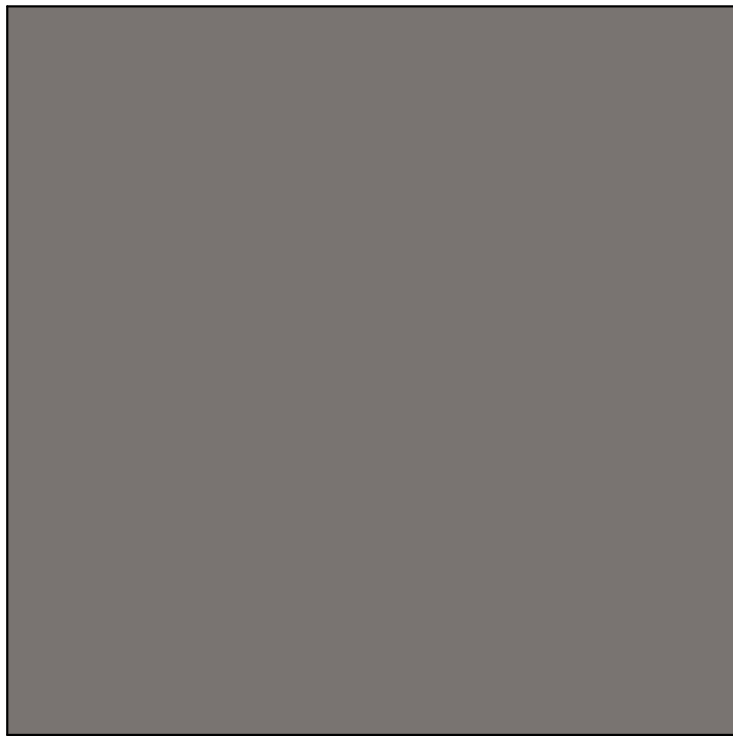
PM2 - PREFINISHED METAL
COLOR: SHERWIN WILLIAMS -
MATTE BLACK



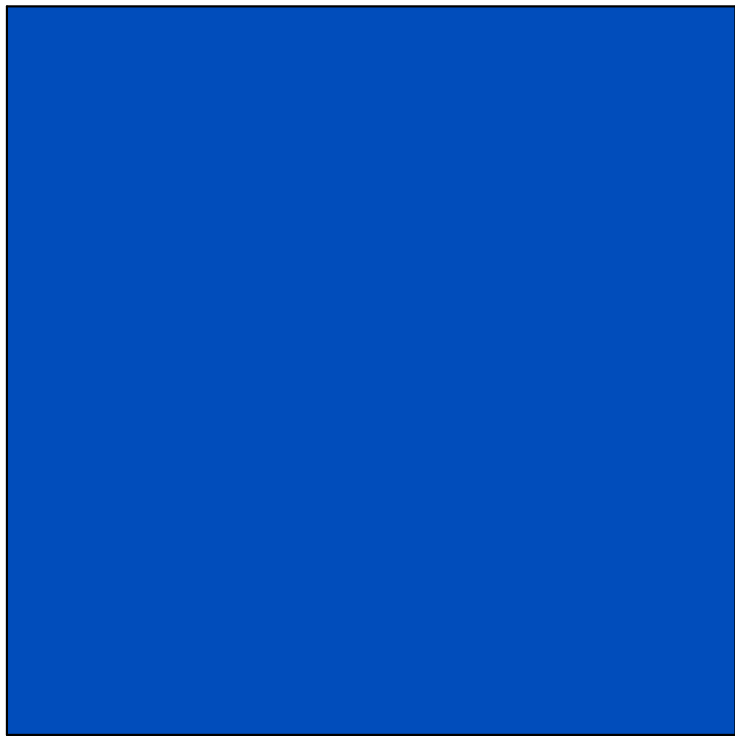
PM3 - PREFINISHED METAL
COLOR: WHITE



PT6 - SW7016
COLOR: SHERWIN WILLAIMS -
MINDFUL GRAY



PT7 - SW7016
COLOR: SHERWIN WILLIAMS -
GAUNTLET GRAY



PT14 - PAINTED METAL / MASONRY
COLOR: SW "KROGER BLUE"

GENERAL NOTES

- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
- ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW PER 106.06.31 (E).
- ALL SIGNAGE AREA AND LOCATIONS ARE SUBJECT TO APPROVAL OF THE DEVELOPMENT SERVICES DIRECTOR.
- WHEN PERMITTED, EXPLOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL.

KEYNOTES

- 4"x16" DECORATIVE, INTEGRALLY COLORED CMU (BL1) - SMOOTH FACE
COLOR: LEE BRICK & BLOCK - ASPEN CREAM
- 4"x16" DECORATIVE, INTEGRALLY COLORED CMU (BL2) - SPLIT FACE
COLOR: LEE BRICK & BLOCK - WINTER SEA
- 4"x16" DECORATIVE, INTEGRALLY COLORED CMU (BL3) - SMOOTH FACE
COLOR: LEE BRICK & BLOCK - BRECKENRIDGE
- 4"x16" DECORATIVE, INTEGRALLY COLORED CMU (BL4) - SMOOTH FACE
COLOR: LEE BRICK & BLOCK - BROWNSTONE
- ADHERED MASONRY VENEER (S1)
COLOR: HILLCREST STONE - ALPINE
- ARCHITECTURAL METAL PANEL (MP1) - SMOOTH
COLOR: SLATE GRAY
- ARCHITECTURAL METAL PANEL (MP2) - RIBBED
COLOR: SILVERSMITH
- VERTICAL FIBER CEMENT SIDING (FC1) - WOOD GRAIN
COLOR: NICHHA VINTAGEWOOD - REDWOOD
- PREFINISHED METAL (PM1)
COLOR: SLATE GRAY
- PREFINISHED METAL (PM2)
COLOR: MATTE BLACK
- PREFINISHED METAL (PM3)
COLOR: WHITE
- PREFINISHED ALUMINUM STOREFRONT (AS1)
COLOR: CLEAR ANODIZED
- PAINTED METAL (PT6)
COLOR: SW7016 "MINDFUL GRAY"
- PAINTED METAL (PT7)
COLOR: SW7019 "GAUNTLET GRAY"
- PAINTED METAL / MASONRY (PT14)
COLOR: PMS 2728C "KROGER BLUE"
- PREFINISHED ALUMINUM STOREFRONT (AS2)
COLOR: TO MATCH MULLIONS



8 | DATE: | ISSUE:

Lance Lilly
TX #20481

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Permitting, or Construction.

Heights Venture
ARCHITECTURE • DESIGN

HOUSTON
1111 North Loop West, Suite 800
Houston, Texas 77008
281.854.6100

DALLAS
5741 Legacy Drive, Suite 320
Plano, Texas 75024
281.854.6100

CHICAGO
3333 Warrenville Road, Suite 200
Lisle, Illinois 60532
281.854.6100

**KROGER STORE
DAL597**

26587 E UNIVERSITY DR.
AUBREY, TX

Project Number: 24108-001
Sheet Size: 24 x 36
Date / Time Plotted: 2/3/2025 12:18:34 PM
Drawn By: JLT
Checked By: LL
Project Phase: -

**P.D. MATERIAL
BOARD**

PD003

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FOR STAFF USE

KROGER DAL597

ALTA 380
M. JONES SURVEY NO. 662
LOTS 3, 9, 10 & 11, BLOCK A (14.43 AC.)
26587 E. UNIVERSITY DR.
NWC 380 & FM2931

OWNER

THE KROGER TEXAS L.P.
751 FREEPORT PKWY
CORPELL, TX 75019
CONTACT: CRAIG WINKLER
PHONE: 469-645-7941

APPLICANT

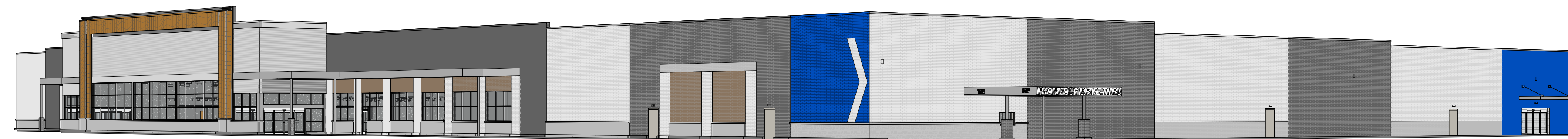
PICKERING FIRM, INC.
6363 POPLAR AVENUE, SUITE 300
MEMPHIS, TN 38119
CONTACT: MARVIN BROWN
PHONE: 901-726-0810

ARCHITECT

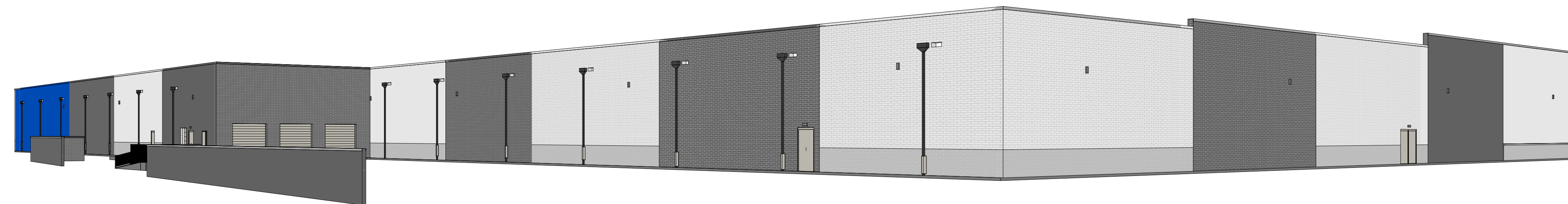
HEIGHTS VENTURE ARCHITECTURE & DESIGN
5741 LEGACY DRIVE, SUITE 320
PLANO, TX 75024
ARCHITECT: LANCE LILLY
PHONE: 469-767-5484



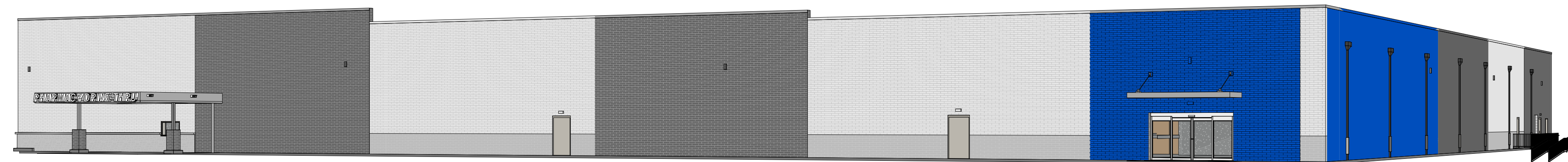
SOUTHWEST CORNER 01



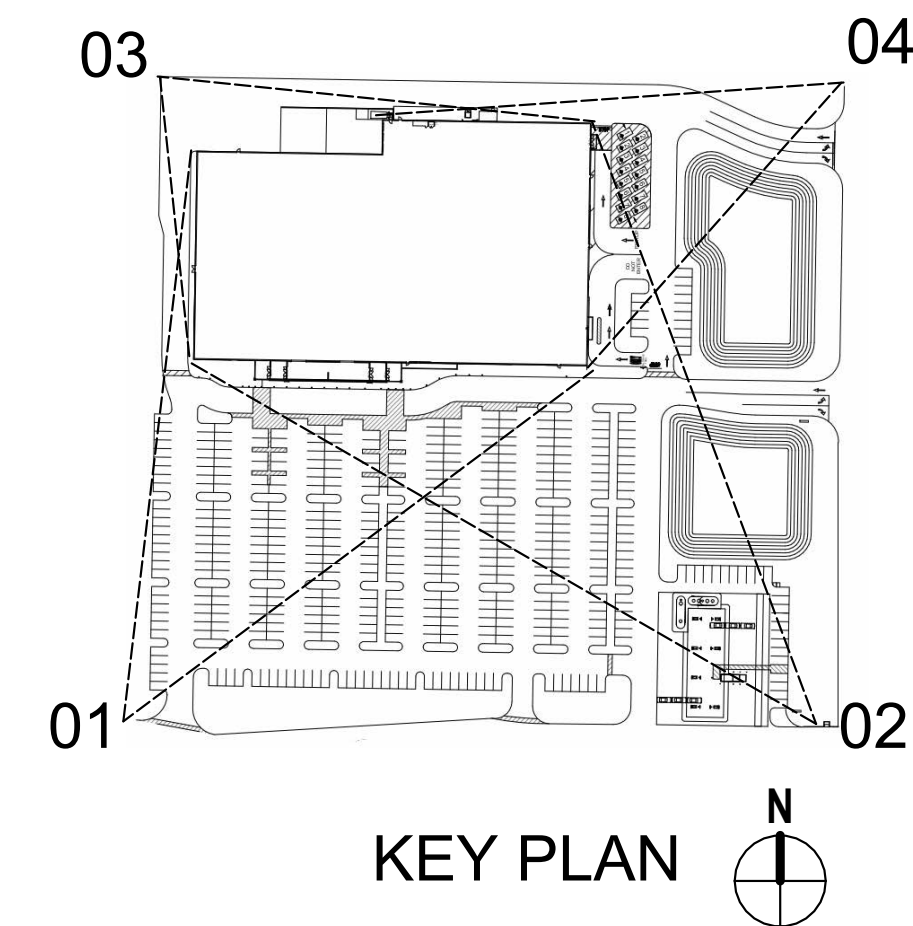
SOUTHEAST CORNER 02



NORTHWEST CORNER 03



NORTHEAST CORNER 04



KEY PLAN

FOR STAFF USE	
KROGER DAL597 ALTA 380 M. JONES SURVEY NO. 662 LOTS 3, 9, 10 & 11, BLOCK A (14.43 AC.) 26587 E. UNIVERSITY DR. NWC 380 & FM2931	
OWNER THE KROGER TEXAS L.P. 751 FREEPORT PKWY COPPELL, TX 75019 CONTACT: CRAIG WINKLER PHONE: 469-645-7941	APPLICANT PICKERING FIRM, INC. 6363 POPLAR AVENUE, SUITE 300 MEMPHIS, TN 38119 CONTACT: MARVIN BROWN PHONE: 901-726-0810
ARCHITECT HEIGHTS VENTURE ARCHITECTURE & DESIGN 5741 LEGACY DRIVE, SUITE 320 PLANO, TX 75024 ARCHITECT: LANCE LILLY PHONE: 469-767-5484	

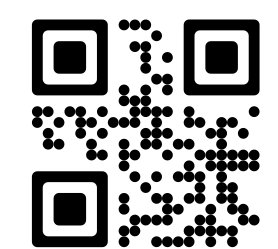


DATE: ISSUE:

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TX #20481

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Houston, Texas 77008
281.854.6100

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5741 Legacy Drive, Suite 320
Plano, Texas 75024
281.854.6100

CHICAGO
3333 Warrenville Road, Suite 200
Lisle, Illinois 60532
281.854.6100

**KROGER STORE
DAL597**

26587 E UNIVERSITY DR.
AUBREY, TX

Project Number: 24108-001	Sheet Size: 24 x 36
Date / Time Plotted: 2/3/2025 12:18:51 PM	
Drawn By: JLT	Checked By: LL
Project Phase: -	

Visibility Study

PD004

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Lance Lilly TX #20481

KROGER STORE DAL597

NWC 380 & FM2931
LITTLE ELM, TX
02/03/2025



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KROGER STORE DAL597

NWC 380 & FM2931
LITTLE ELM, TX
02/03/2025



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Lance Lilly TX #20481

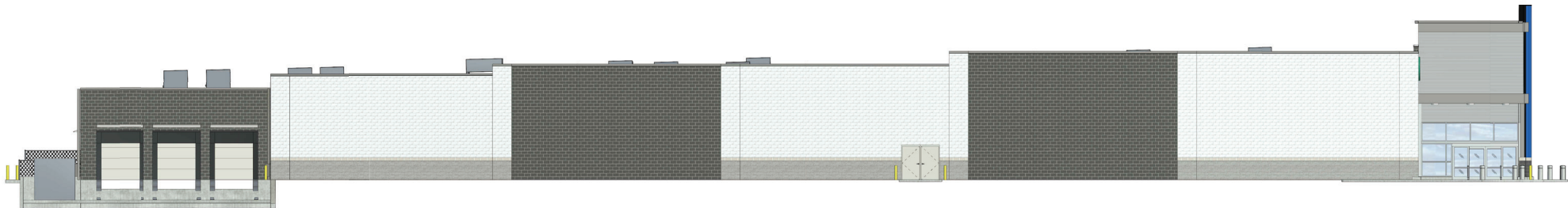
KROGER STORE DAL597

NWC 380 & FM2931
LITTLE ELM, TX
02/03/2025

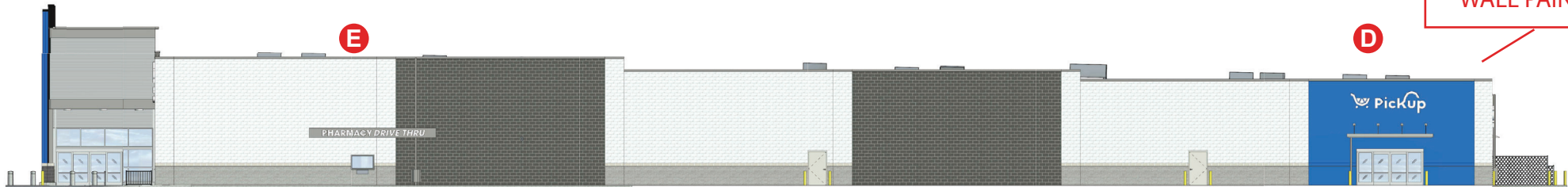
NOTE: ARTWORK IS FOR REPRESENTATIONAL PURPOSES ONLY. A SURVEY IS NEEDED TO CONFIRM ADEQUATE SPACE FOR PROPOSED SIGNAGE.



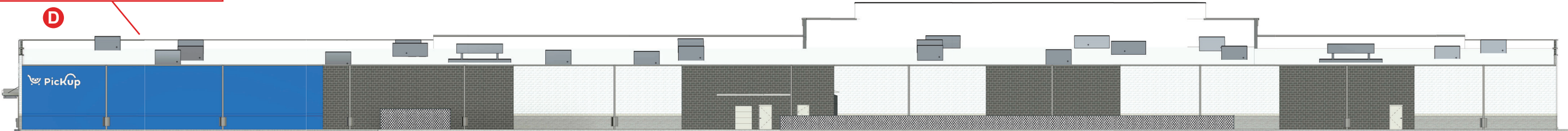
WALL & ARROW PAINTED BY OTHERS



WALL PAINTED BY OTHERS



WALL PAINTED BY OTHERS



KROGER #597
New Kroger Marketplace
Little Elm (Aubrey), TX



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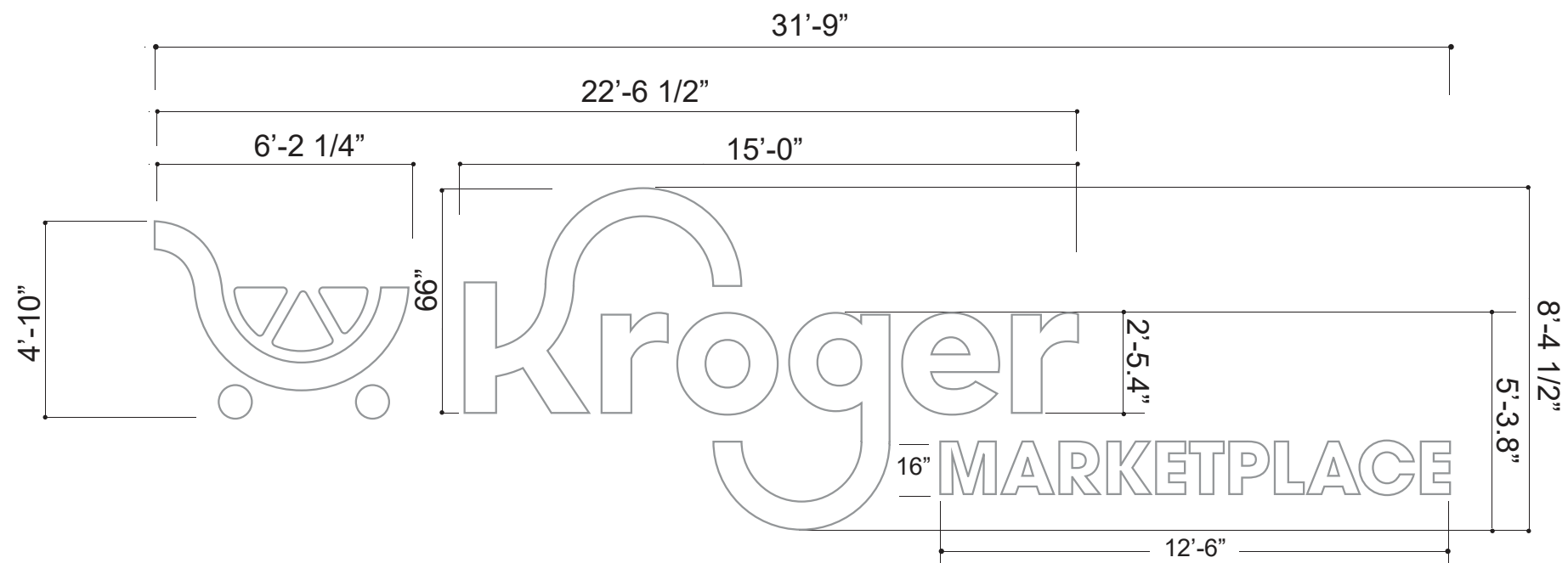
DATE: _____

	DATE	BY		DATE	BY
Rev. #1	_____	_____	Rev. #4	_____	_____
Rev. #2	_____	_____	Rev. #5	_____	_____
Rev. #3	_____	_____	Rev. #6	_____	_____

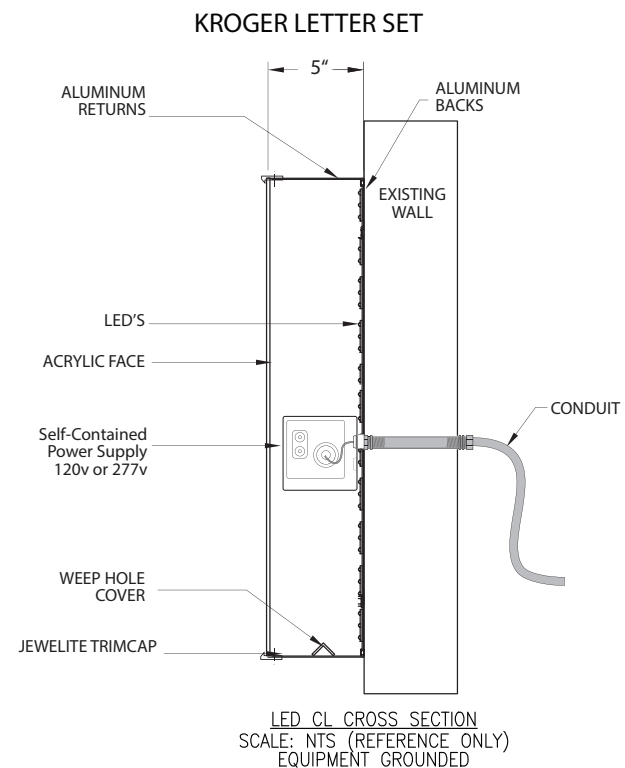
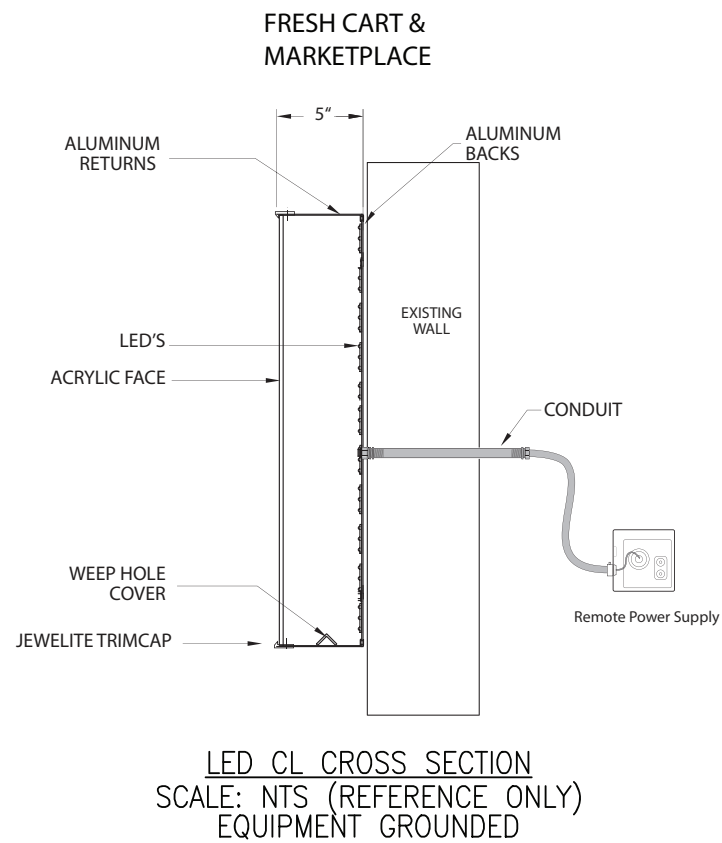


DRAWING NO: 1375311878.00
DATE: 07.15.2024
J. Allington

A



- WHITE ACRYLIC
- RETAINER: WHITE
- FILLER: WHITE



***MOUNTING CLIPS AS NEEDED
BY SEPARATE ORDER
BASED ON SURVEY OR
BUILDING SPECS**

265.9 SQ. FT.

scale: 1/4" = 1'-0"



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DATE:

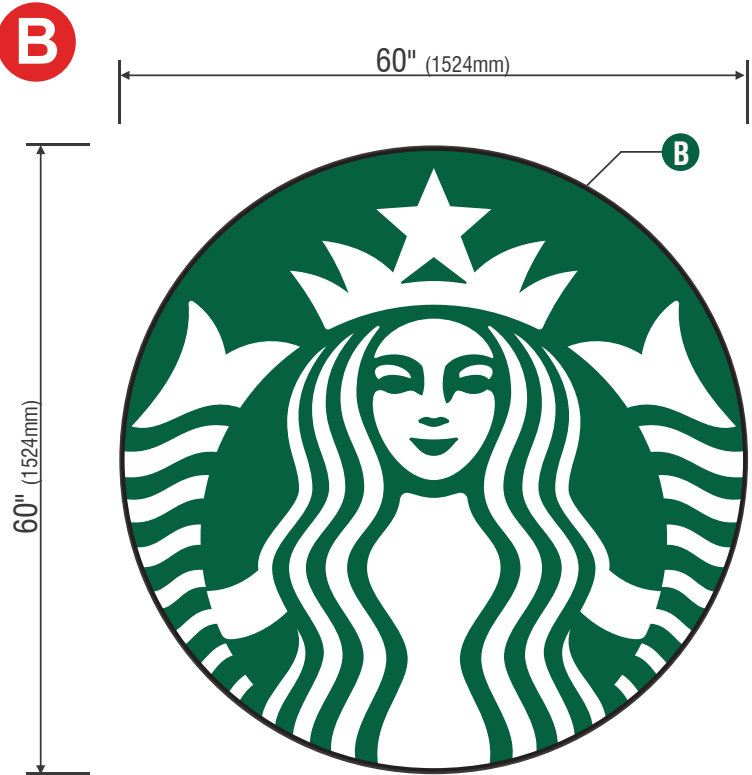
	DATE	BY
Rev. #1	3.18.2022	S.H.
Rev. #2	3.31.2022	S.H.
Rev. #3		

	DATE	BY
Rev. #4		
Rev. #5		
Rev. #6		

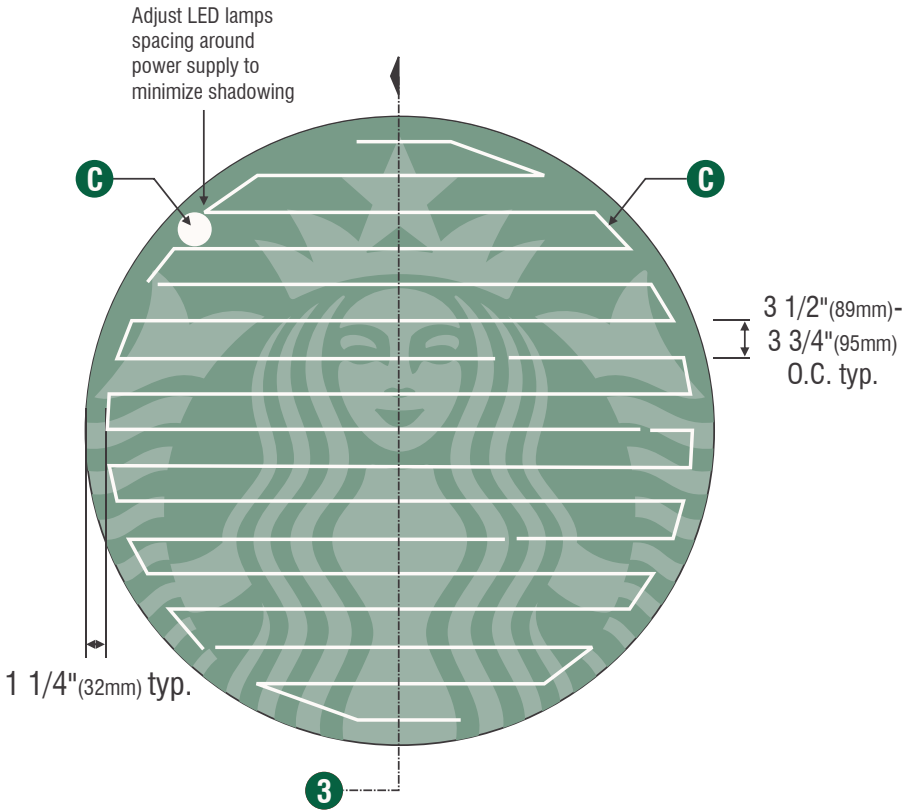


DRAWING NO:
811072182.01A10
DATE: 2.24.2022
S. Hawke

PROVIDED BY OTHERS - PERMITTED & INSTALLED BY CUMMINGS



1 Front View
Scale: 1/2" = 1'-0"

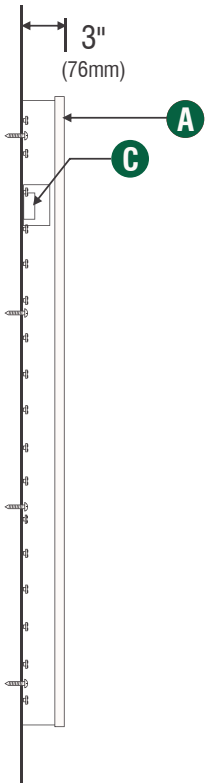


2 LED Detail
Scale: 1/2" = 1'-0"

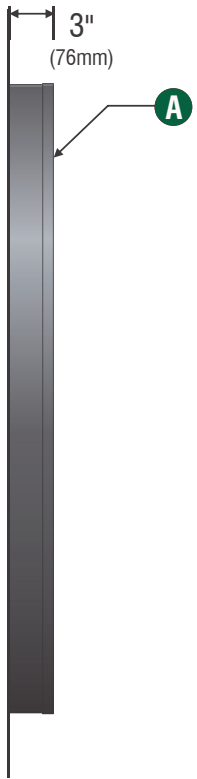
LED's Provided By:
LUMificient
A Neutron Lighting Company

SPECIFICATIONS:

- A 60"(1524mm) Single faced internally illuminated wall mount logo disk. Cabinet to be 3"(76mm) deep, fabricated aluminum sidewalls and back. Paint cabinet black polyurethane. Faces to be 3/16"(5mm) Acrylite 015-2GP. 1"(25mm) black trimcap with square head screws retainer edging.
- B Graphics of logo to be 1st surface 3M Translucent Scotchcal vinyl- Holly Green #3630-76. Siren to show thru White.
- C Internally illuminate logo disk with white LED's installed to back of disk. Power with self-contained multi-volt power supply contained with an U.L. enclosure covered in white vinyl film. Fasten to wall with required fasteners.



3 Section View
Scale: 1/2" = 1'-0"



4 Side View
Scale: 1/2" = 1'-0"



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CONCEPTUAL DRAWING - FOR PRESENTATION PURPOSES ONLY.
NOT FOR USE IN MFG. OR FOR FINAL CUSTOMER APPROVAL

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Rev. #2			Rev. #5		
Rev. #3			Rev. #6		



STARBUCKS
COFFEE

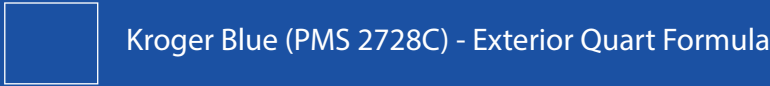
DRAWING NO:
84559

DATE: 7-21-2016
S. Hawke



- FOR USE ON CMU BLOCK OR EIFS SUBSTRATE.
- NOT INTENDED FOR USE ON NEW OR EXISTING BRICK FINISHES WITHOUT EXPRESS APPROVAL FROM G.O. PLANNING AND DESIGN.

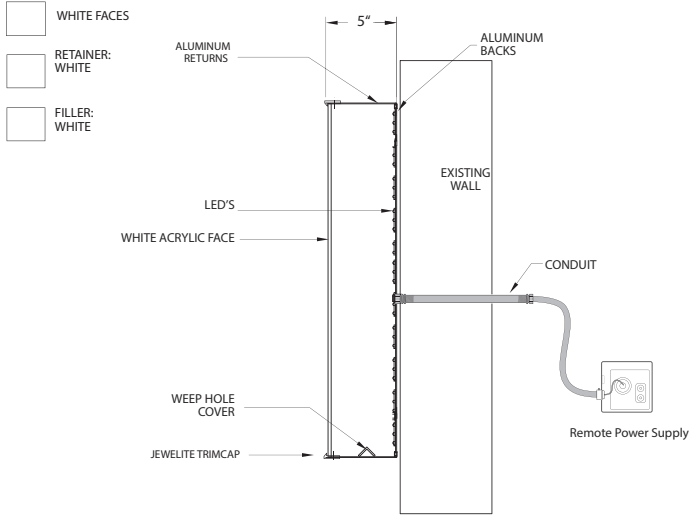
WALL PAINTED TO MATCH KROGER BLUE VINYL -



NOTE:
PAINTING IS NOT PART OF THE
SIGNAGE SCOPE - PAINTING IS THE
RESPONSIBILITY OF G.C.

SCALE: 1/2" = 1'-0"

- **INTERNALLY ILLUMINATED CHANNEL LETTERS.**
ALUMINUM SIDES & BACK PAINTED WHITE.
WHITE TRIMCAP RETAINER.
FLAT, WHITE POLYCARBONATE FACE
WHITE LED ILLUMINATION.



TYPICAL PAINTED AREA:
PICKUP SIDE ENTRY - FRONT FACADE
BANNER COLOR PAINTED BACKGROUND WITH
STENCILED DIRECTIONAL ARROW WHITE.
WHITE ILLUMINATED CHANNEL LETTERS.

95.4 SQ. FT.



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Rev. #3	_____	_____

	DATE	BY
Rev. #4	_____	_____
Rev. #5	_____	_____
Rev. #6	_____	_____



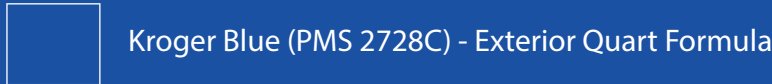
DRAWING NO:
7699332377.03A2

DATE: 6.8.2023
S. Hawke

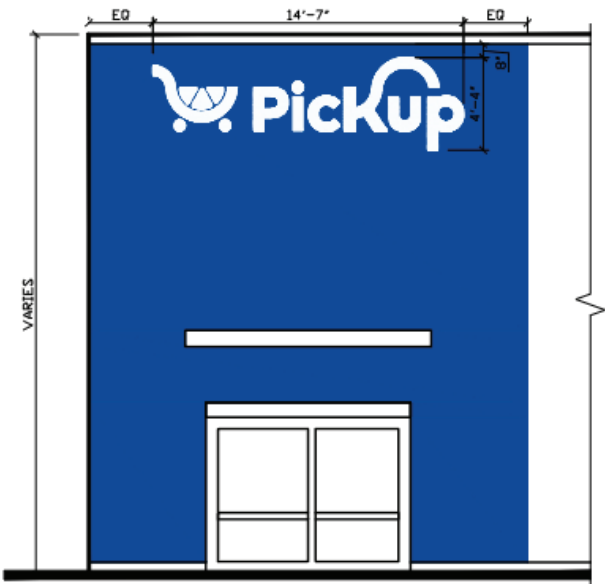
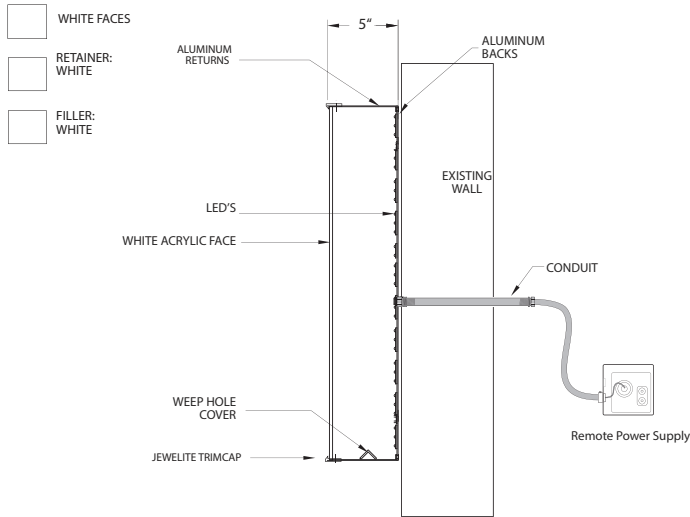


- FOR USE ON CMU BLOCK OR EIFS SUBSTRATE.
- NOT INTENDED FOR USE ON NEW OR EXISTING BRICK FINISHES WITHOUT EXPRESS APPROVAL FROM G.O. PLANNING AND DESIGN.
- NOT INTENDED FOR USE ON LOCATIONS UNDER LARGE ARCHITECTURAL OVERHANGS OR CANOPIES

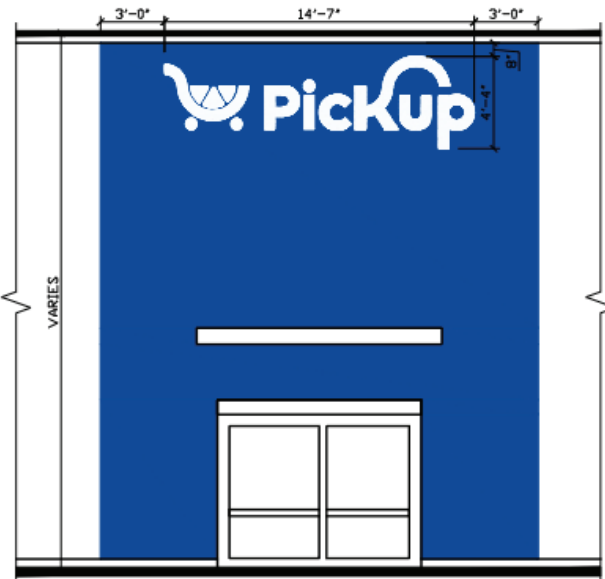
WALL PAINTED TO MATCH KROGER BLUE VINYL -



- **INTERNALLY ILLUMINATED CHANNEL LETTERS.** ALUMINUM SIDES & BACK PAINTED WHITE. WHITE TRIMCAP RETAINER. FLAT, WHITE POLYCARBONATE FACE WHITE LED ILLUMINATION.



TYPICAL PAINTED AREA:
PICKUP FRONT ENTRY
DOOR NEAR CORNER -
CENTERED HORIZONTALLY OVER CANOPY/DOOR AND OR AT LEAST 1'-6" FROM CORNER OF BUILDING.
CREATE PAINT FINISH BREAK ON OPPOSITE SIDE
EQUAL DISTANCE FROM EDGE OF SIGN LEFT & RIGHT.



TYPICAL PAINTED AREA:
PICKUP FRONT ENTRY
DOOR ON BLANK FACADE -
CENTERED HORIZONTALLY OVER CANOPY/DOOR.
INSTALLED 8-12" FROM BOTTOM OF CORNICE/COPING - **or-**
CENTERED VERTICALLY BETWEEN CANOPY OR DOOR AND CORNICE/COPING.
CREATE PAINT FINISH BREAKS 3' MINIMUM FROM EDGE OF SIGNAGE.

63.1 SQ. FT.

SCALE: 1/2" = 1'-0"

PART # 403-23-CL36-PUCRTWH



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DATE: _____

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Rev. #2	_____	_____	Rev. #5	_____	_____
Rev. #3	_____	_____	Rev. #6	_____	_____



DRAWING NO:
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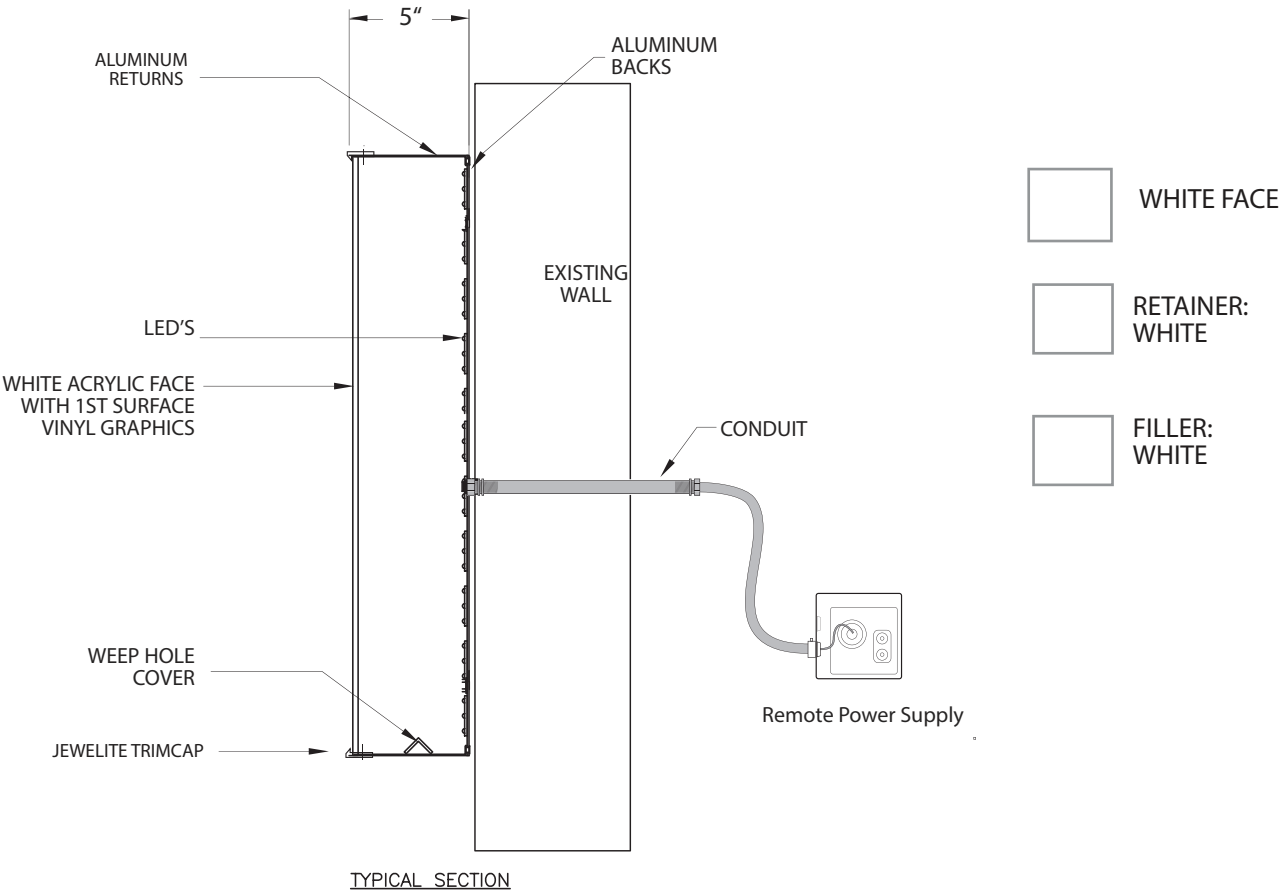
DATE: 6.8.2023
S. Hawke

E

16"

PHARMACY *DRIVE THRU*

22'-0"



29.3 SQ. FT.



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CUSTOMER APPROVAL:

DATE:

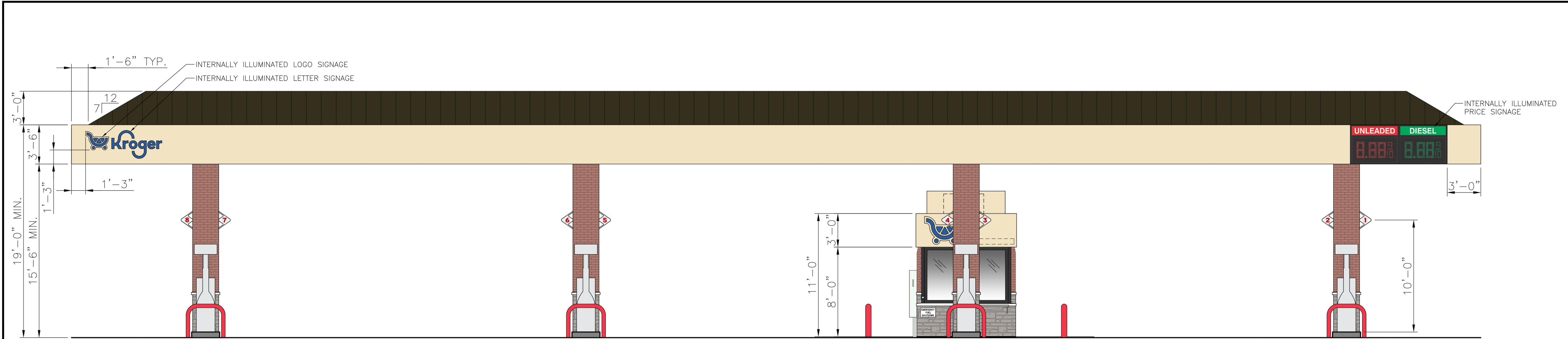
	DATE	BY
Rev. #1		
Rev. #2		
Rev. #3		

	DATE	BY
Rev. #4		
Rev. #5		
Rev. #6		

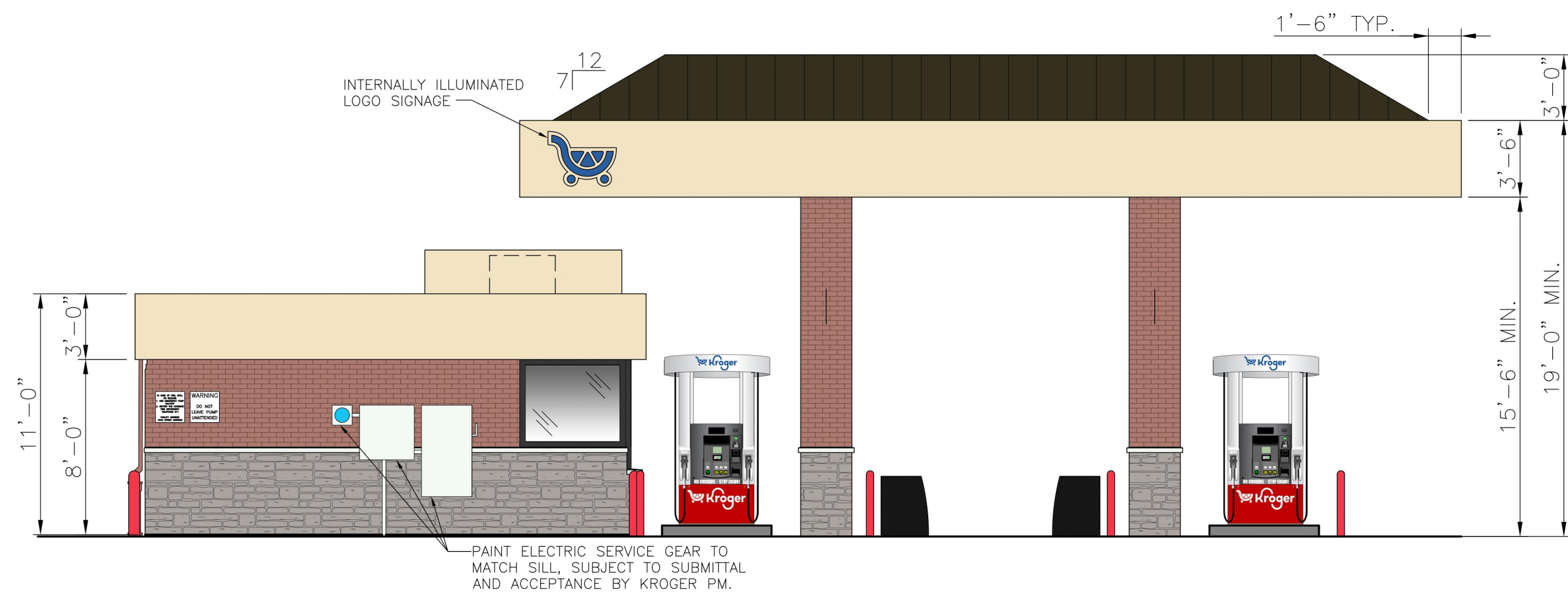


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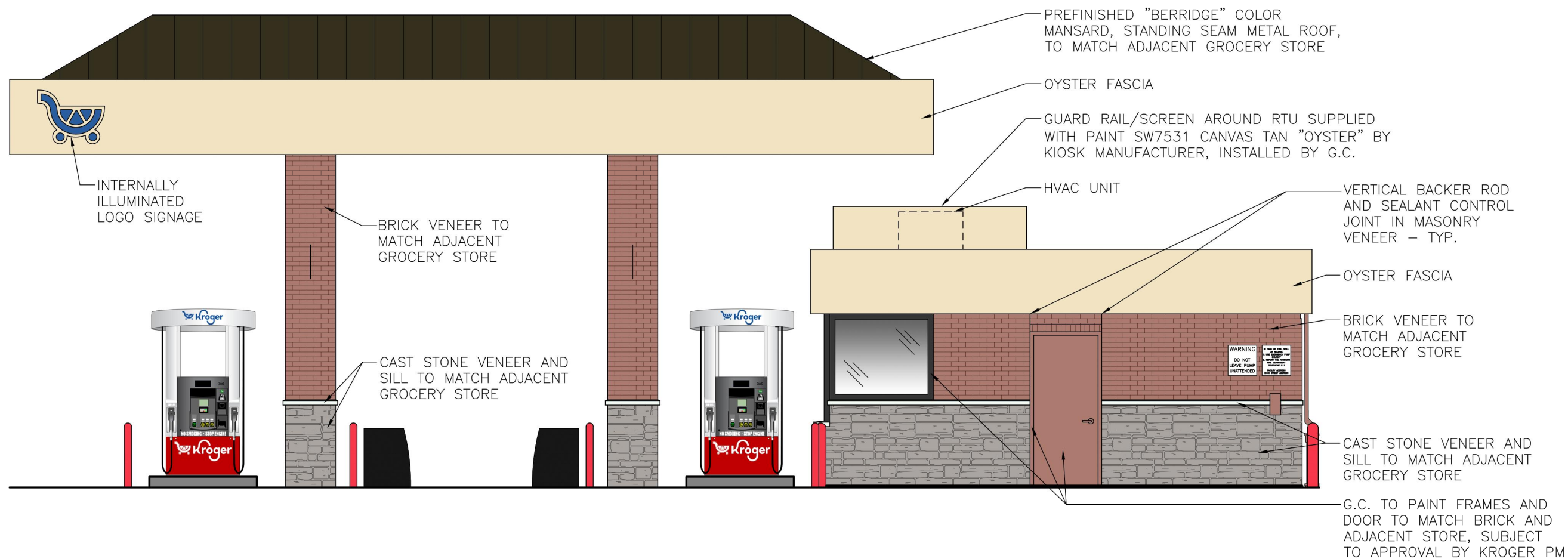
DATE: 12-10-2021
S. Hawke



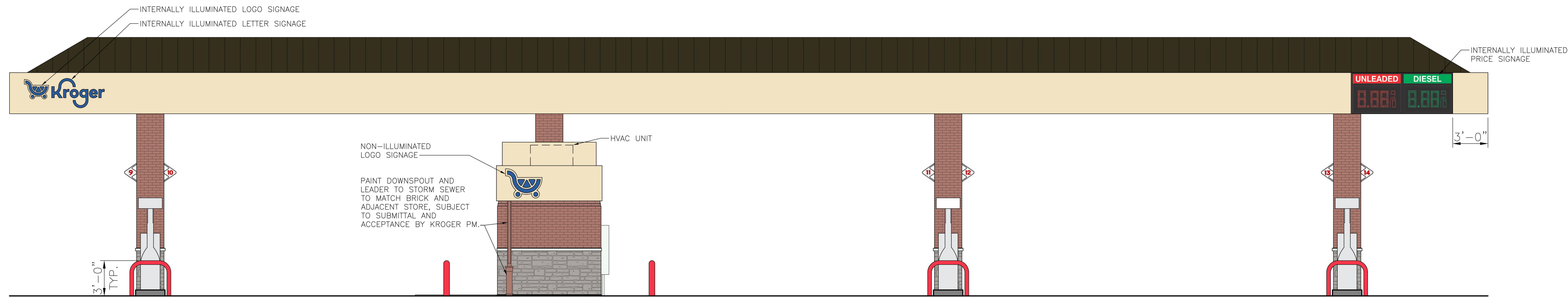
1 FRONT ELEVATION
SCALE: 3/16"=1'-0"



2 LEFT ELEVATION
SCALE: 3/16"=1'-0"



3 RIGHT ELEVATION
SCALE: 3/16"=1'-0"

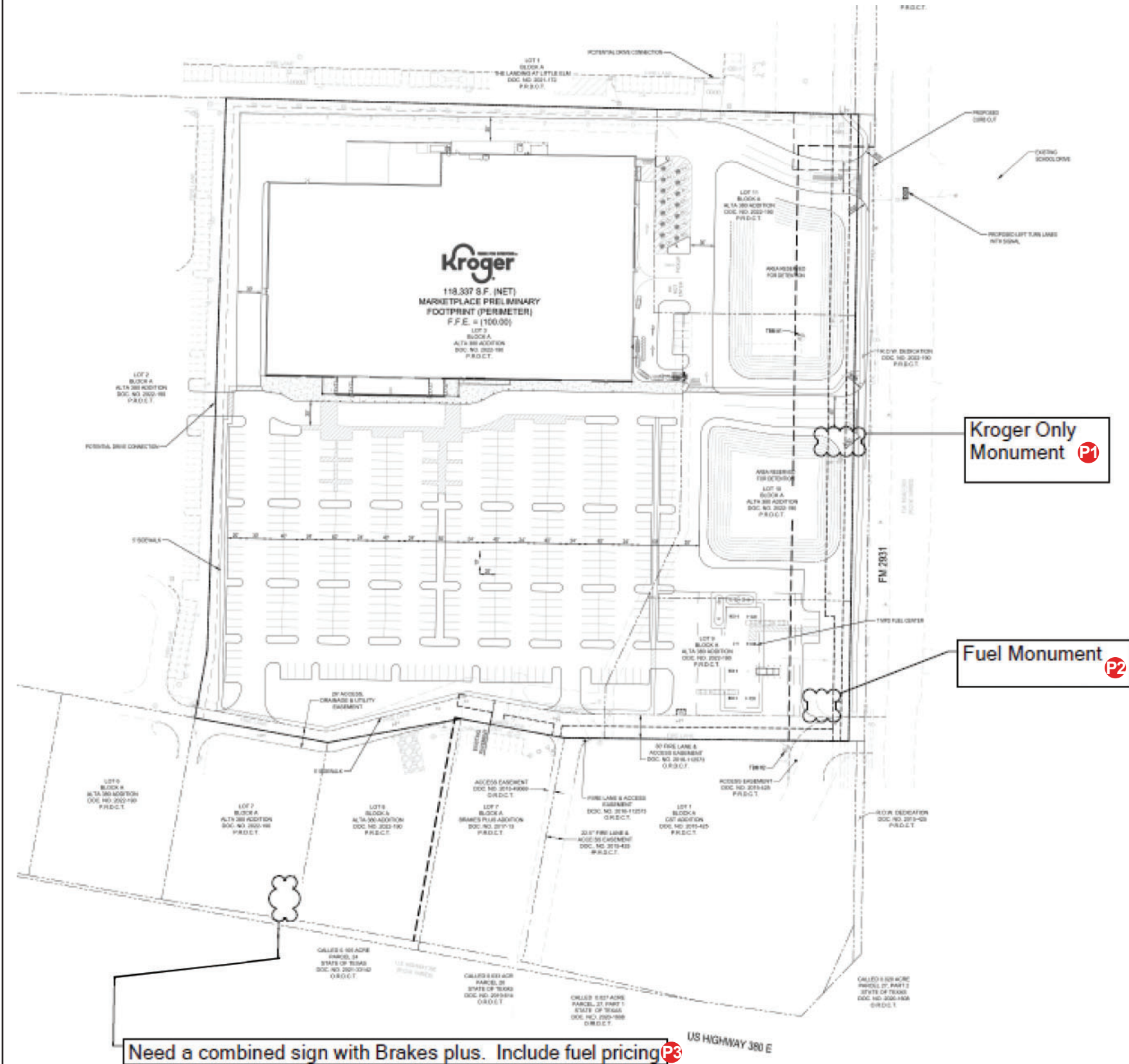


4 REAR ELEVATION
SCALE: 3/16"=1'-0"

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#	Date	Issue / Description	Init.
-			
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Project No:	DAL-597
Drawn By:	CFS
Checked By:	DLJ
Date:	JULY, 2024



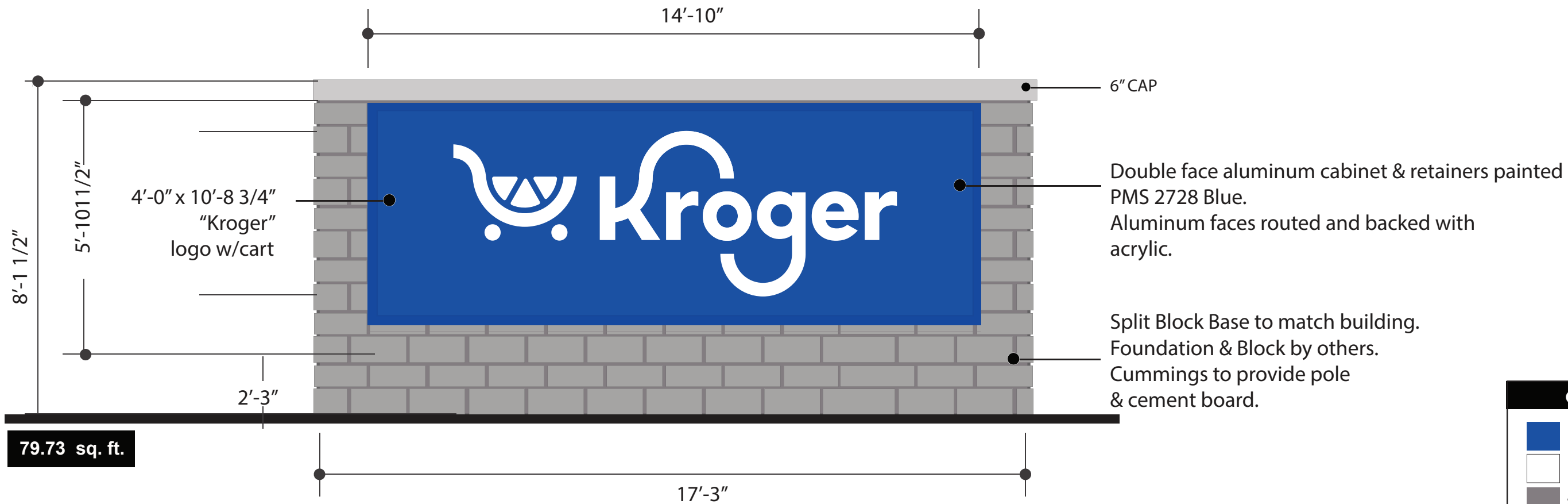
QTY.	DESCRIPTION	SQ. FT.
P1	1 KROGER PYLON	79.73
P2	1 KROGER FUEL PYLON	85.46
P3	1 KROGER FUEL PYLON	149.99




- (g) Signage. In the US 380 Overlay District, signs shall be subject to the following regulations:
- (1) Internal illumination. Outdoor, internally illuminated advertising signs may have a background, letters, and/or symbols of any color combination.
 - (2) Monument sign.
 - a. Area: The maximum area for a monument sign shall be 100 square feet.
 - b. Height: The maximum height for a monument sign shall be ten feet.
 - (3) Multi-tenant monument sign:
 - a. Area: The maximum area shall be based upon the size of the development.
 - b. Five acres or less is 150 square feet.
 - c. For every acre over five acres, the sign size may be increased by ten square feet with the maximum allowed area 240 square feet is permitted.
 - d. Height: The maximum height shall be 24 feet.
 - (4) Wall sign area:
 - a. For each one linear foot of primary building face, three square feet of wall sign is allowed. A maximum of 200 square feet of wall signage is allowed per building or tenant.
 - b. Big box primary tenants may use a total of 400 square feet.
 - (5) Electronic message signs:
 - a. The portion of the sign that may be electronic message is limited to 60 percent of the total sign.
 - b. Any change of pictures or information on said sign may not include animation but may include transitions which change at a rate no faster than every six seconds.

KROGER #597
New Kroger Marketplace
Little Elm (Aubrey), TX

P1



PRELIMINARY

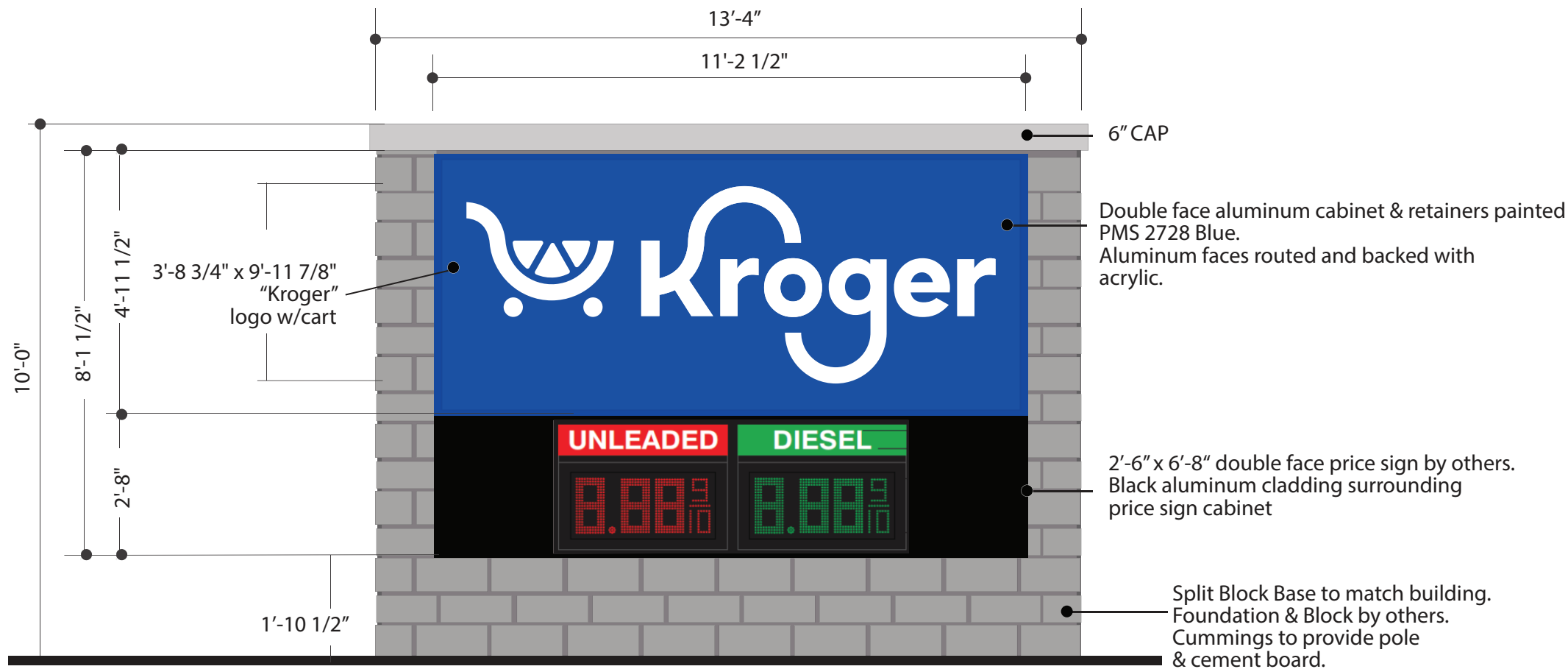





COLOR KEY	
	3730-8537 KROGER BLUE
	WHITE
	SW7018

Verification of specs/design required for permitting/installation.
LED digital price signs require 24 hour dedicated circuit
(provided by others) for operation of price sign to remain on all at all times..

SCALE: 3/8" = 1'-0"

 <small>Customer creation through brand innovation.</small> THIS DESIGN REMAINS OUR EXCLUSIVE PROPERTY AND CANNOT BE DUPLICATED WITHOUT WRITTEN CONSENT	THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED FOR YOUR PERSONAL USE IN CONNECTION WITH A PROJECT PLANNED FOR YOU BY CUMMINGS SIGNS. IT IS NOT TO BE SHOWN OUTSIDE YOUR ORGANIZATION NOR USED, REPRODUCED, COPIED, OR EXHIBITED IN ANY FASHION UNLESS AUTHORIZED IN WRITING BY AN OFFICER OF CUMMINGS SIGNS.	CUSTOMER APPROVAL: DATE: _____	DATE		BY		DATE		BY			DRAWING NO: 1375295708.06 DATE: 10.22.2024 J. Allington
			Rev. #1	_____	_____	_____	_____	Rev. #4	_____	_____		
			Rev. #2	_____	_____	_____	_____	Rev. #5	_____	_____		
			Rev. #3	_____	_____	_____	_____	Rev. #6	_____	_____		





COLOR KEY	
	3730-8537 KROGER BLUE
	WHITE
	SW7018

85.46 sq. ft.

SCALE: 3/8" = 1'-0"

Verification of specs/design required for permitting/installation.
LED digital price signs require 24 hour dedicated circuit
(provided by others) for operation of price sign to remain on all at all times..

 <small>Customer creation through brand innovation.</small> <small>THIS DESIGN REMAINS OUR EXCLUSIVE PROPERTY AND CANNOT BE DUPLICATED WITHOUT WRITTEN CONSENT</small>	THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED FOR YOUR PERSONAL USE IN CONNECTION WITH A PROJECT PLANNED FOR YOU BY CUMMINGS SIGNS. IT IS NOT TO BE SHOWN OUTSIDE YOUR ORGANIZATION NOR USED, REPRODUCED, COPIED, OR EXHIBITED IN ANY FASHION UNLESS AUTHORIZED IN WRITING BY AN OFFICER OF CUMMINGS SIGNS.	CUSTOMER APPROVAL: DATE: _____	DATE		BY		DATE		BY			DRAWING NO: 1375295708.06 DATE: 10.22.2024 J. Allington
			Rev. #1	_____	_____	_____	_____	Rev. #4	_____	_____		
			Rev. #2	_____	_____	_____	_____	Rev. #5	_____	_____		
			Rev. #3	_____	_____	_____	_____	Rev. #6	_____	_____		

12in Double Product, Single Face

Coupa # 555011 (Part number also used for retrofitting existing custom signs)

Standard Commodities/Colors shown.

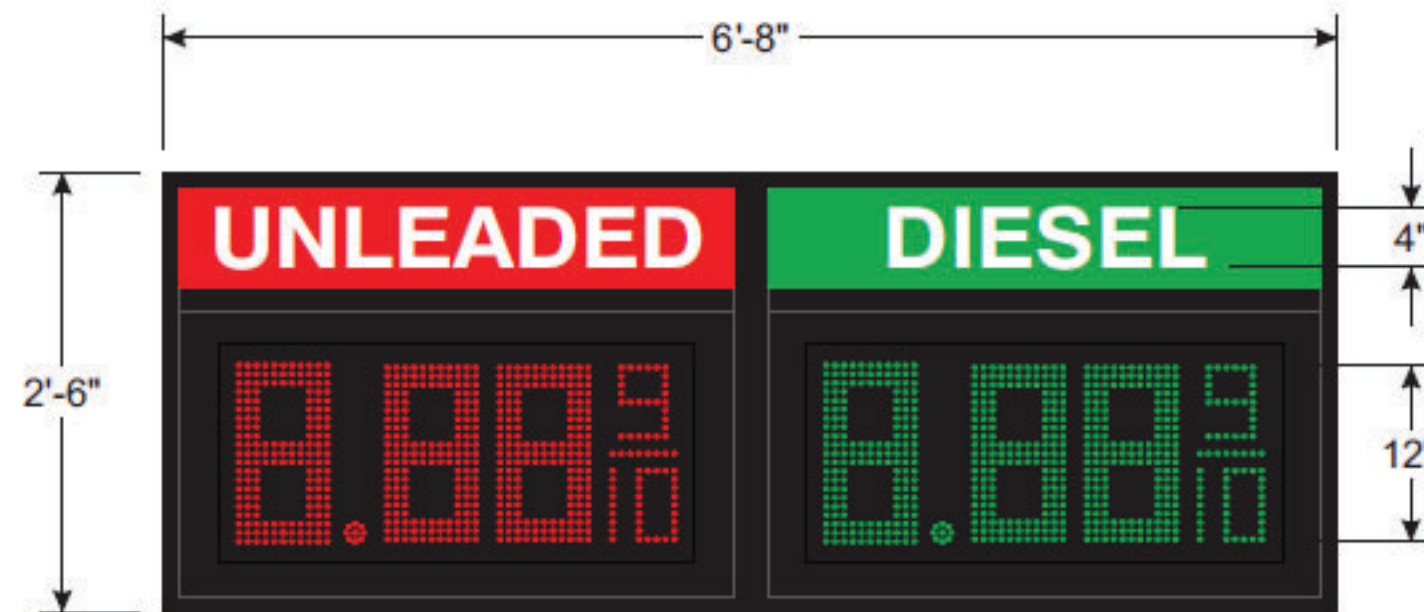
IF non-standard (PREMIUM, E85, etc..) Specify in Coupa "NOTES"

CONSTRUCTION:

- Fabricate a double product S/F LED price sign; using 12" LED units
- Illumination: 12VDC LED backlighting.
- Cabinet: Aluminum housing painted black.
- Commodity panels:
 - .177" white acrylic decorated with 3M 3630 scotchcal film 1st surface
 -  - Red, 3630-33
 -  - Green, 3630-26

ELECTRICAL:

120 VAC, Total circuits 2, 10A recommended
Circuit 1 (LIGHTS) 1 A
Circuit 2 (LED price) 1 A



ELEVATION

SCALE: 3/4" = 1'-0"

2" x 2" x 1/8" Steel
Angle Bolted to Back
(Full Length)

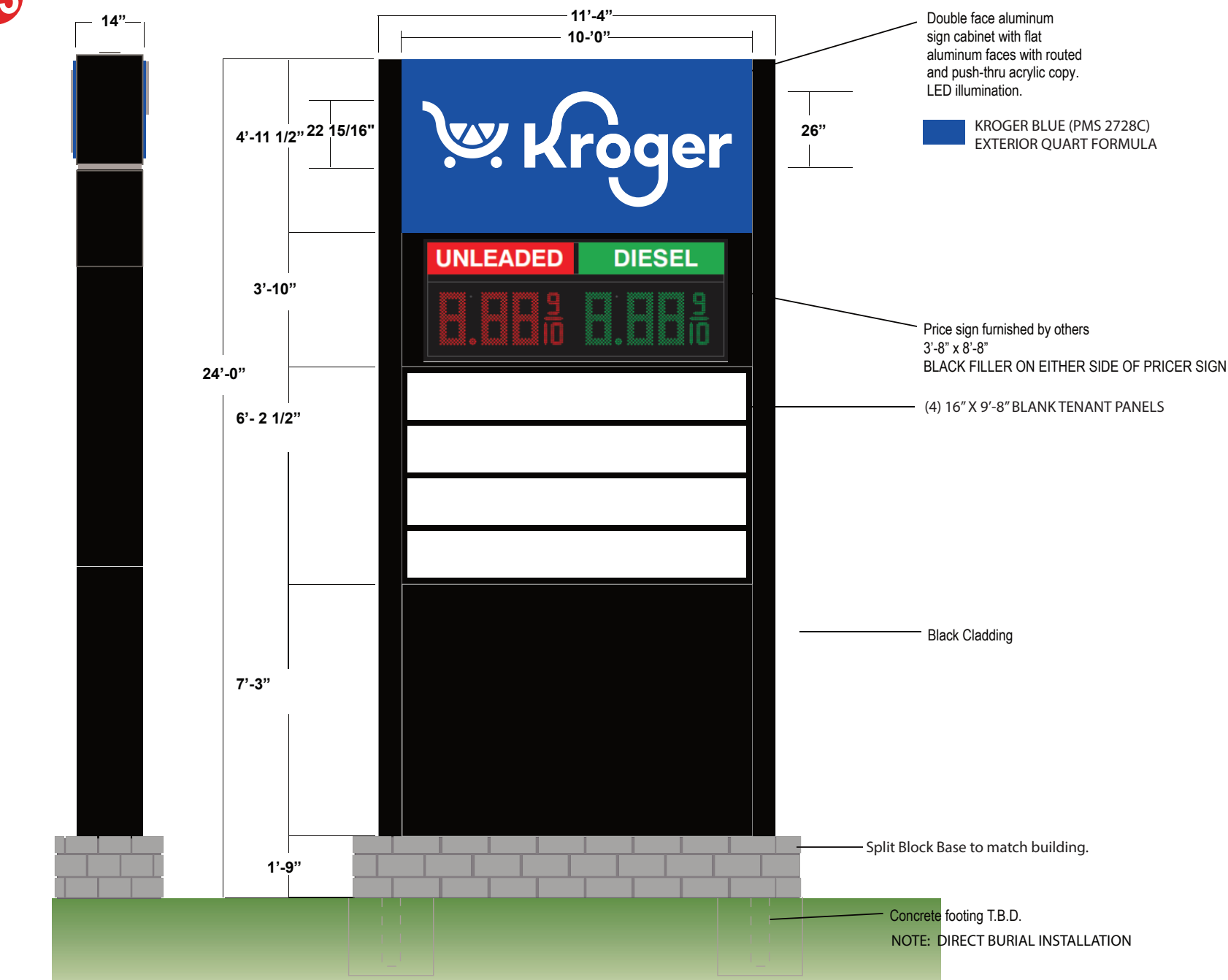


END VIEW

*Contact Landmark to discuss your specific needs.

SIGN AREA: 16.67 sqft

P3



MAIN ID: 49.58 SQ. FT.
PRICE SIGN: 38.33 SQ. FT.
TENANT PANELS: 62.08 SQ. FT.
TOTAL SQ. FT.: 149.99 SQ. FT.

SCALE: 1/4"= 1'-0"

SEE FOLLOWING PAGE FOR PRICE SIGN SPECIFICATION SHEET.
DIGITAL PRICE SIGN ORDERED BY KROGER (PROVIDED BY OTHERS)
PERMITTED AND INSTALLED BY CUMMINGS

18in Double Product, Double Face

Coupa # 555009 (Part number also used for retrofitting existing custom signs)

Standard Commodities/Colors shown.

IF non-standard (PREMIUM, E85, etc..) Specify in Coupa "NOTES"

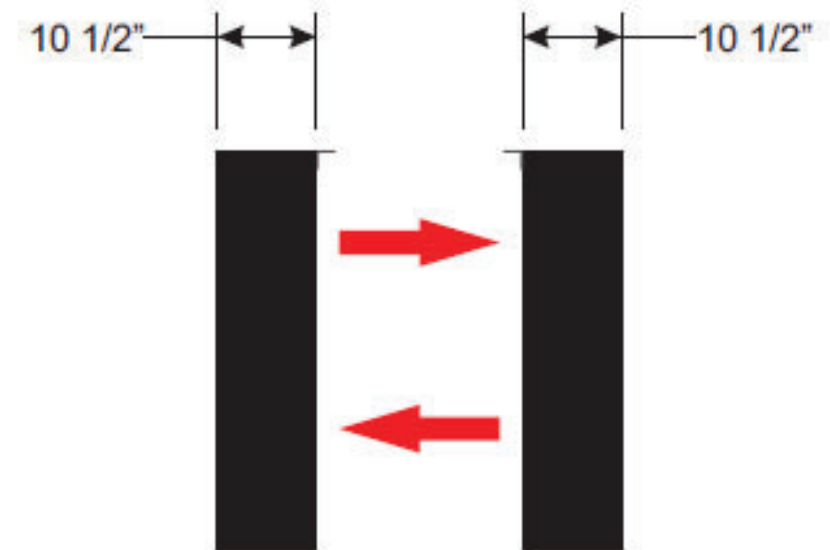
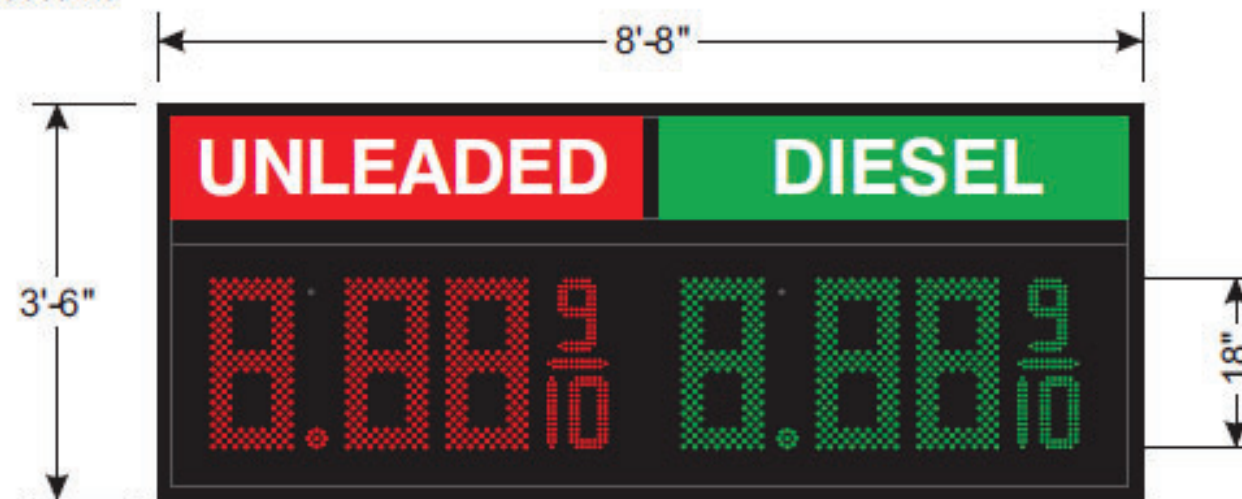
CONSTRUCTION:

- Fabricate a double product S/F LED price sign; using 18" LED units, (1x) red & (1x) green.
- Illumination: 12VDC LED backlighting.
- Cabinet: .080" aluminum painted black.
- Commodity panels:
 - .177" white acrylic decorated with 3M 3630 scotchcal film 1st surface

- - Red, 3630-33
- - Green, 3630-26

ELECTRICAL:

120 VAC, Total circuits 2, 10A recommended
Circuit 1 (LIGHTS) 1A
Circuit 2 (LED price) 1.5A



Bolted together or install
as necessary

*Contact Landmark to discuss your specific needs.

SIGN AREA: 30.3 sqft



Date: 02/18/2025
Agenda Item #: 6. B.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Olga Chernomorets, Managing Director of Planning

AGENDA ITEM:

Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Kroger Texas, L.P.**

DESCRIPTION:

This agreement is to solidify the Planned Development as outlined in the associated development documents and plans for Kroger at ALTA 3EIGHTY Planned Development.

In addition to the development plans and signage, this agreement requires the developer to design and construct the remaining paving improvements for the turn lanes on US 380 and FM 2931, and provides timeframes for the agreed upon improvements.

As part of the agreement, the Town agrees, with certain conditions, to waive the roadway impact fees, and assigns to the developer the current and future escrow deposits received from the adjacent participating development projects.

As part of this agreement, EDC agrees to financially contribute to the developer for the installation of a temporary signal light located at FM 2931.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Development Agreement - Kroger at ALTA 3EIGHTY PD

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**DEVELOPMENT AGREEMENT
FOR KROGER AT ALTA 3EIGHTY PD
(PD-24-005335)**

This Development Agreement for the Kroger at ALTA 3EIGHTY ("**Agreement**") is entered into among Kroger Texas, L.P., an Ohio limited partnership ("**Developer**"), whose address for purposes of this Agreement is 19245 David Memorial Drive, Shenandoah, Texas 77385, Attn: Real Estate Department, the Town of Little Elm, Texas ("**Town**"), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068, the Little Elm Economic Development Corporation, a Texas non-profit corporation ("**EDC**"). Developer, Town and EDC are sometimes referred herein together as the "**Parties**" and individually as a "**Party**."

Recitals:

1. Developer is the owner of approximately 14.33 acres located in the Town of Little Elm, Texas (the "**Property**"), which Property is more particularly described in **Exhibit A** attached hereto.

2. The Property and certain adjacent property are subject to a certain Kroger at ALTA 3Eighty PD Ordinance No. 1799 (the "**PD Ordinance**"), a copy of which PD Ordinance is attached hereto as **Exhibit B**.

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

4. 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 PD Ordinance, which incorporate by reference the general zoning regulations of the Town's zoning ordinance, are hereby adopted and incorporated into this Agreement as contractually-binding obligations of the Developer.

B. All development plans, associated renderings, exhibits and documents attached to this agreement.

Section 4: US 380/FM 2931 Turn Lane Construction; EDC Incentives:

1. Developer agrees to design and construct the remaining paving improvements for turn lanes (the "Turn Lanes") on US 380 and FM 2931 as referenced in the approved traffic impact analysis (TIA) or as otherwise approved by the Town and/or TxDOT. The current locations, dimensions and configurations of the Turn Lanes are shown on Exhibit C attached hereto, which locations, dimensions and configurations may be subject to adjustment based on the final proposed development of the Property by Developer.
2. Town acknowledges that Kroger may elect to make revisions to the currently anticipated improvements on the Property if needed to accommodate future developments and TxDOT requirements.
3. Increases in costs of the Turn Lanes outside of those recommended in the approved TIA but proposed by Developer shall be paid by Developer.
4. Developer agrees to construct the Turn Lanes on US 380 within one year of the substantial completion of the expansion of US 380 by TxDOT, subject to extension of such one-year period by reason of delays caused by TxDOT.
5. Developer agrees to construct the Turn Lanes on FM 2931 within one year of TxDOT design approval, subject to extension of such one-year period by reason of delays caused by TxDOT. Town confirms that the Turn Lanes on FM 2931 may be constructed using materials approved by TxDOT.
6. These timeframes may be extended at the discretion of Town for delays caused by TxDOT approvals and/or force majeure.
7. If Developer fails to complete the construction of the Turn Lanes within the applicable time frames set forth above in Paragraphs 4 and 5 (for reasons other than delays caused by events of force majeure or delays caused by Town or TxDOT), and if such failure continues for a period of ninety (90) days after Developer's receipt of written notice of such failure, Town shall have the right, but not the obligation, to cause such construction to be completed, and Developer shall reimburse Town within thirty (30) days after written demand for the actual, out of pocket costs incurred by Town in completing such construction.
8. Town agrees to waive the calculated roadway impact fees in an amount not to exceed \$250,000.00.
9. Town hereby assigns to Developer all current and future escrow deposits received by Town from the adjacent development projects. Concurrently with the execution of this Agreement, Town shall pay to Developer the full amount of the deposits currently being held by Town, totaling \$269,280.00. Thereafter, Town shall promptly pay to Developer any additional deposits received by Town from or on behalf of any of the adjacent development projects. Developer shall be entitled to apply all such deposits to the costs incurred by Developer in completing the construction of the Turn Lanes. Following the completion of construction of the Turn Lanes, Developer shall prepare and provide to Town a statement showing the total costs incurred and paid by Developer in completing such construction. If such statement shows that the allocable costs of construction of the Turn Lanes for an adjacent development project were less than the amount of the escrow deposit(s)

paid by or on behalf of such adjacent development project, Developer shall refund the amount of the excess deposit(s) to such adjacent development project. Alternatively, if such statement shows that the allocable costs of construction of the Turn Lanes for an adjacent development project exceeded the amount of the escrow deposit(s) paid by or on behalf of such adjacent development project, Town shall use commercially reasonable efforts to assist Developer in collecting from each applicable adjacent development project the full amount of the shortfall, and Town shall pay such sums to Developer if and when received by Town.

10. The total amount granted through the impact fee waiver and escrow assignment shall not exceed the total cost of the improvements.
11. As provided in those certain declarations described on **Exhibit D** attached hereto, Developer shall perform the maintenance of the detention facilities and certain roadways within the development. If and to the extent there are additional shared amenities constructed or installed as part of the overall development (such as, for example, multi-tenant/multi-owner pylon or monument signage), Town and Developer shall reasonably cooperate to address responsibility for the maintenance of those additional shared amenities, including the participation of the other properties in the payment of the maintenance costs for such shared amenities.
12. The EDC agrees to contribute an aggregate amount not to exceed **Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00)** to the Developer for the construction and installation of a temporary traffic signal light located at F.M. 2931 as depicted in **Exhibit E** of this Agreement, which contribution by the EDC shall be in addition to any impact fee credits provided to Developer by the EDC. Developer covenants and agrees to submit to the EDC paid invoices, paid receipts or other documentation acceptable to the EDC for the construction and installation of said temporary traffic signal light. EDC covenants and agrees to reimburse Developer within thirty (30) days of receipt of said documentation.

Section 5. 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.** 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 portion of 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. Intentionally Deleted.

S. Intentionally Deleted.

T. Intentionally Deleted.

U. Intentionally Deleted.

V. Intentionally Deleted.

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

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

Y. Intentionally Deleted.

Z. Intentionally Deleted.

[remainder of page intentionally left blank]

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

DEVELOPER:

KROGER TEXAS, L.P.,

An Ohio limited partnership

By: KRGP LLC, its general partner

By: _____

Rick J. Landrum

Vice President

Date: _____

2-12-25

TOWN:

TOWN OF LITTLE ELM, TEXAS

By: _____

Matt Mueller

Town Manager

Date: _____

ATTEST:

By: _____

Caitlan Biggs

Town Secretary

EDC:

**LITTLE ELM ECONOMIC DEVELOPMENT
CORPORATION,**

A Texas non-profit corporation,

By: _____

Neil Blais, President

Date: _____

ATTEST:

By: _____

Jennette Espinosa, Executive Director

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: _____

STATE OF OHIO §
 §
COUNTY OF HAMILTON §

Before me, the undersigned authority, on this 12th day of February, 2025, personally appeared Rick J. Landrum, 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 Kroger Texas, L.P., an Ohio limited partnership.



CHRISTINA L. RICE
Notary Public, State of Ohio
My Commission Expires:
February 24, 2025

By: Christina L. Rice
Notary Public, State of Ohio

My Commission Expires: February 24, 2025

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me, the undersigned authority, on this _____ day of _____, 2025, personally appeared Neil Blais, President of the Little Elm Economic Development Corporation, a Texas non-profit corporation, 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: _____

EXHIBIT A
Property
Description

Denton County
Juli Luke
County Clerk

Instrument Number: 137065

ERecordings-RP

SPECIAL WARRANTY DEED

Recorded On: December 18, 2024 11:59 AM

Number of Pages: 10

" Examined and Charged as Follows: "

Total Recording: \$61.00

***** 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.

File Information:

Document Number: 137065
Receipt Number: 20241218000262
Recorded Date/Time: December 18, 2024 11:59 AM
User: William D
Station: Station 8

Record and Return To:

Simplifile



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.

Juli Luke
County Clerk
Denton County, TX

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GF# 1002-396458-RTT

SPECIAL WARRANTY DEED

LITTLE ELM 380 2931 PARTNERS LLC, a Texas limited liability company

(hereinafter called "Grantor," whether one or more, masculine, feminine or neuter) for and in consideration of the sum of TEN and no/100 DOLLARS and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, paid by

KROGER TEXAS L.P., an Ohio limited partnership

(hereinafter called "Grantee," whether one or more, masculine, feminine or neuter), for which no lien is retained either express or implied, has Granted, Sold and Conveyed, and by these presents does hereby Grant, Sell and Convey, unto the said Grantee all that certain real property described as follows:

Tract(s) of land located in Denton County, Texas, which is more fully described on Exhibit A attached hereto and incorporated herein by reference,

together with all improvements thereon, if any, and all rights, privileges, tenements, hereditaments, rights of way, easements, appendages and appurtenances, in anyway appertaining thereto, and all right, title and interest of Grantor in and to any streets, ways, alleys, strips or gores of land adjoining the above-described property or any part thereof (hereinafter, the "Property").

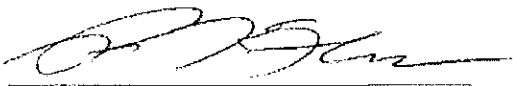
This deed is executed and delivered subject to property taxes for the current year and subsequent years, the payment of which Grantee assumes, and those permitted exceptions listed on Exhibit B attached hereto and made a part hereof for all purposes (the "Permitted Exceptions").

Notwithstanding anything in this instrument to the contrary, the above-referenced Permitted Exceptions shall only affect the Property to the extent that such Permitted Exceptions are valid and effective as of the date of this instrument and the mere reference to such Permitted Exceptions in this instrument shall not be deemed to impose or reinstate such Permitted Exceptions if such Permitted Exceptions are not valid and effective as of the date of this instrument.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, his, her or its successors, heirs and assigns, as the case may be, forever; and Grantor does hereby bind Grantor and Grantor's successors, heirs, executors and administrators, as the case may be, to Warrant and Forever Defend all and singular the said Property unto the said Grantee and Grantee's successors, heirs and assigns, as the case may be, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

Executed effective as of the 18th day of December, 2024

LITTLE ELM 380 2931 PARTNERS LLC,
a Texas limited liability company

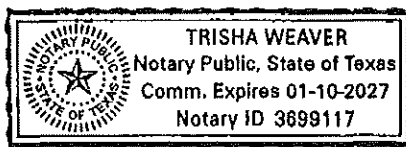
By: 
Peter K. Flowers, Manager


ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF DALLAS §

Before me, the undersigned authority, on this day personally appeared Peter K. Flowers, Manager of Little Elm 380 2931 Partners LLC, [check one] ☒ known to me or ___ proved to me through _____ (description of identity card) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that said person executed the same for the purposes and consideration therein expressed, in his/her capacity as Manager of **LITTLE ELM 380 2931 PARTNERS LLC, a Texas limited liability company.**

Given under my hand and seal of office this 18th day of December, 2024




Notary Public, State of Texas

Grantee's address:
KROGER TEXAS L.P.
1014 Vine Street
Cincinnati, OH 45202

EXHIBIT A
Legal Description

TRACT 1: (Fee Simple)

Being a 14.33 acre tract of land out of the M. Jones Survey, Abstract No. 662, situated in Denton County, Texas, being all of Lots 3, 9, and 10, and part of Lot 11, Block A, of ALTA 380 Addition, a subdivision of record in Document Number 2022-190 of the Plat Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an "X" cut found in the west right-of-way line of F.M. Road 2931 (right-of-way width varies), being in the north line of CST Addition, a subdivision of record in Document Number 2015-425 of said Plat Records, and being the southeast corner of said Lot 9;

THENCE, leaving the west right-of-way line of F.M. Road 2931, along the south lines of said Lots 9 and 3, in part being the common north line of said CST Addition, in part being the common north line of Brakes Plus Addition, a subdivision of record in Document Number 2017-13 of said Plat Records, and in part being the common north lines of Lots 8 and 7, Block A, of said ALTA 380 Addition, the following four (4) courses and distances:

1.N89°20'36"W, a distance of 353.81 feet to an "X" cut found at the northwest corner of said CST Addition and the northeast corner of said Brakes Plus Addition;

2.N79°33'26"W, a distance of 131.50 feet to an "X" cut found at the northwest corner of said Brakes Plus Addition and the northeast corner of said Lot 8;

3.S79°55'59"W, a distance of 169.01 feet to an "X" cut found at the northwest corner of said Lot 8 and the northeast corner of said Lot 7;

4.N79°33'19"W, a distance of 169.02 feet to an "X" cut found at the northwest corner of said Lot 7, being the northeast corner of Lot 6, Block A, of said ALTA 380 Addition, the southeast corner of Lot 2, Block A, of said ALTA 380 Addition, and the southwest corner of said Lot 3;

THENCE, along the east line of said Lot 2 and the common west line of said Lot 3, the following two (2) courses and distances:

1.N10°26'41"E, a distance of 85.61 feet to a 5/8 inch iron rod with yellow plastic cap stamped "REAL SEARCH 5696" found;

2.N01°57'18"E, a distance of 690.04 feet to a 5/8 inch iron rod with yellow plastic cap stamped "REAL SEARCH 5696" found in the south line of The Landing at Little Elm, a subdivision of record in Document Number 2021-172 of said Plat Records, being the northeast corner of said Lot 2 and the northwest corner of said Lot 3;

THENCE, S88°30'32"E, along the south line of said The Landing at Little Elm, in part being the common north line of said Lot 3, and in part being the common north line of said Lot 11, a distance of 789.65 feet to a 5/8 inch iron rod with illegible red plastic cap found in the west right-of-way line of F.M. Road 2931, being the northeast corner of said Lot 11;

THENCE, along the west right-of-way line of F.M. Road 2931, in part being the common west line of a tract of land conveyed as Parcel P00055767.001 to The State of Texas by deed of record in Document Number 2024-36116 of the Official Records of Denton County, Texas, and in part being the common east lines of said Lots 11, 10, and 9, the following five (5) courses and distances:

1.S00°55'50"W, a distance of 44.19 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

2.S45°54'50"W, a distance of 27.87 feet to an "X" cut set;

3.S00°54'50"W, a distance of 31.17 feet to a 5/8 inch iron rod with pink plastic cap stamped "TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MONUMENT" found;

4.S44°05'10"E, a distance of 27.84 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

5.S00°55'50"W, a distance of 667.61 feet to the POINT OF BEGINNING, and containing an area of 14.33 acres (624,298 square feet) of land.

TRACT 2: (Easement Estate)

Non-Exclusive easement rights as created in Declaration of Covenants, Conditions, Easements and Restrictions, filed 05/18/2015, recorded in cc# 2015-49068, Real Property Records, Denton County, Texas. First Amendment filed 02/28/2017, recorded in cc# 2017-23491, Real Property Records, Denton County, Texas. As affected by Release filed 07/16/2021, recorded in cc# 2021-128722, Real Property Records, Denton County, Texas. As affected by Assignment and Amendment filed 07/23/2021, recorded in cc# 2021-133265, Real Property Records, Denton County, Texas; as affected by Assignment of Declarant Rights and Obligations, Second Amendment to Declaration of Restriction and Cross-Access Agreement And Second Amendment to Declaration of Covenants (Little Elm Detention Facilities) filed of even date herewith, in the Real Property Records, Denton County, Texas.

TRACT 3: (Easement Estate)

Non-Exclusive easement rights as created in Declaration of Easements and Restrictions, filed 05/08/2015, recorded in cc# 2015-49069, Real Property Records, Denton County, Texas. As affected by First Amendment filed 02/28/2017, recorded in cc# 2016-14422, Real Property Records, Denton County, Texas. further Amended under Clerk's File No. 2017-23492, Real Property Records, Denton County, Texas. As affected by Assignment and Amendment filed 07/23/2021, recorded in cc# 2021-133265, Real Property Records, Denton County, Texas; as affected by Assignment of Declarant Rights and Obligations, Second Amendment to Declaration of Restriction and Cross-Access Agreement And Second Amendment to Declaration of Covenants (Little Elm Detention Facilities) filed of even date herewith, in the Real Property Records, Denton County, Texas.

TRACT 4: (Easement Estate)

Non-Exclusive easement rights as created in Declaration of Restrictions and Cross-Access Agreement, filed 07/16/2021, recorded in cc# 2021-128723, Real Property Records, Denton County, Texas. As affected by Assignment and Amendment filed 07/23/2021, recorded in cc# 2021-133265, Real Property Records, Denton County, Texas; as affected by Assignment of Declarant Rights and Obligations, Second Amendment to Declaration of Restriction and Cross-Access Agreement And Second Amendment to Declaration of Covenants (Little Elm Detention Facilities) filed of even date herewith, in the Real Property Records, Denton County, Texas.

TRACT 5: (Easement Estate)

Non-Exclusive easement rights as created in Declaration of easements and Restrictions filed 09/09/2016, recorded in cc# 2016-112573, Real Property Records, Denton County, Texas. First Amendment filed 12/09/2016, recorded in cc# 2016-154989, Real Property Records, Denton County, Texas. Second Amendment filed 02/28/2017, recorded in cc# 2017-23493, Real Property Records, Denton County, Texas; as affected by Assignment of Declarant Rights and Obligations, Second Amendment to Declaration of Restriction and Cross-Access Agreement And Second Amendment to Declaration of Covenants (Little Elm Detention Facilities) filed of even date herewith, in the Real Property Records, Denton County, Texas.

EXHIBIT B
Permitted Exceptions

1. Restrictive covenants described in instrument filed 05/18/2015, recorded in cc# 2015-49068, Real Property Records, Denton County, Texas. First Amendment filed 02/28/2017, recorded in cc# 2017-23491, Real Property Records, Denton County, Texas. As affected by Release filed 07/16/2021, recorded in cc# 2021-128722, Real Property Records, Denton County, Texas. As affected by Assignment and Amendment filed 07/23/2021, recorded in cc# 2021-133265, Real Property Records, Denton County, Texas; as affected by Assignment of Declarant Rights and Obligations, Second Amendment to Declaration of Restriction and Cross-Access Agreement And Second Amendment to Declaration of Covenants (Little Elm Detention Facilities) filed of even date herewith in the Real Property Records, Denton County, Texas. (Affects Tracts 1 and 2).
2. Restrictive covenants described in instrument filed 05/08/2015, recorded in cc# 2015-49069, Real Property Records, Denton County, Texas and correction recorded in cc# 2016-14422, Real Property Records, Denton County, Texas. First Amendment filed 02/28/2017, recorded in cc# 2017-23492, Real Property Records, Denton County, Texas. As affected by Assignment and Amendment filed 07/23/2021, recorded in cc# 2021-133265, Real Property Records, Denton County, Texas; and as affected by Assignment of Declarant Rights and Obligations, Second Amendment to Declaration of Restriction and Cross-Access Agreement And Second Amendment to Declaration of Covenants (Little Elm Detention Facilities) filed of even date herewith in the Real Property Records, Denton County, Texas. (Affects Tracts 1 and 3).
3. Restrictive covenants described in instrument filed 09/09/2016, recorded in cc# 2016-112573, Real Property Records, Denton County, Texas. First Amendment filed 12/09/2016, recorded in cc# 2016-154989, Real Property Records, Denton County, Texas. Second Amendment filed 02/28/2017, recorded in cc# 2017-23493, Real Property Records, Denton County, Texas. As affected by Assignment and Amendment filed 07/23/2021, recorded in cc# 2021-133265, Real Property Records, Denton County, Texas; and as affected by Assignment of Declarant Rights and Obligations, Second Amendment to Declaration of Restriction and Cross-Access Agreement And Second Amendment to Declaration of Covenants (Little Elm Detention Facilities) filed of even date herewith in the Real Property Records, Denton County, Texas. (Affects Tracts 1 and 5).
4. Restrictive covenants described in instrument filed 07/16/2021, recorded in cc# 2021-128723, Real Property Records, Denton County, Texas. As affected by Assignment and Amendment filed 07/23/2021, recorded in cc# 2021-133265, Real Property Records, Denton County, Texas; and as affected by Assignment of Declarant Rights and Obligations, Second Amendment to Declaration of Restriction and Cross-Access Agreement And Second Amendment to Declaration of Covenants (Little Elm Detention

- Facilities) filed of even date herewith in the Real Property Records, Denton County, Texas. (Affects Tracts 1 and 4)
5. Restrictive covenants described in instrument filed 11/16/2022, recorded in cc# 2022-158772, Real Property Records, Denton County, Texas. (Affects Tract 1)
 6. Thirty (30) foot Utility Easement granted by Laura E. Keck, Mary Caroline Mims and Katherine Ann Nash, to Upper Trinity Regional Water District, filed 07/08/2004, recorded in cc# 2004-90044, Real Property Records, Denton County, Texas, and as shown on the ALTA/NSPS Land Title Survey prepared by Caleb McCanlies, RPLS No. 7036, of Eagle Surveying, Job No. 2404.042, dated 04/26/2024, last revised 07/16/2024 (the "Survey"). (Affects Tract 1)
 7. Easement granted by 2931 Commercial, LP, to Mustang Special Utility District, filed 07/10/2015, recorded in cc# 2015-77550, Real Property Records, Denton County, Texas, and as shown on the Survey. (Affects Tract 1)
 8. Easement granted by 2931 Commercial LP to Mustang Special Utility District, filed 09/29/2016, recorded in cc# 2016-122210, Real Property Records, Denton County, Texas, and as shown on the Survey. (Affects Tract 1)
 9. Terms, provisions, and conditions of Declaration of Easements and Restrictions filed 05/25/2017, recorded in cc# 2017-61883, Real Property Records, Denton County, Texas, and as shown on the Survey. As affected by Assignment of Declarant Rights and Obligations, Second Amendment to Declaration of Restriction and Cross-Access Agreement And Second Amendment to Declaration of Covenants (Little Elm Detention Facilities) filed of even date herewith in the Real Property Records, Denton County, Texas. (Affects Tract 1)
 10. Title to all coal, lignite, oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges, and immunities relating thereto, all of such interest, to the extent not previously reserved or conveyed being described in instrument filed 12/16/2008, recorded in cc# 2008-132752, Real Property Records, Denton County, Texas, as affected by Mineral Deed filed 04/24/2015, recorded in cc# 2015-42601, Real Property Records, Denton County, Texas. (Affect Tract 1)
 11. Terms, provisions, conditions, and easements contained in Declaration of Easement and Restrictions, filed 05/18/2015, recorded in cc# 2015-49068, Real Property Records, Denton County, Texas. First Amendment filed 02/28/2017, recorded in cc# 2017-23491, Real Property Records, Denton County, Texas. As affected by Release filed 07/16/2021, recorded in cc# 2021-128722, Real Property Records, Denton County, Texas. As affected by Assignment and Amendment filed 07/23/2021, recorded in cc# 2021-133265, Real Property Records, Denton County, Texas, and as shown on the Survey. As affected by Assignment of Declarant Rights and Obligations, Second Amendment to Declaration of Restriction and Cross-Access Agreement And Second Amendment to Declaration of

Covenants (Little Elm Detention Facilities) filed of even date herewith in the Real Property Records, Denton County, Texas. (Affects Tracts 1 and 2)

12. Terms, provisions, conditions, and easements contained in Declaration of Easement and Restrictions, filed 05/08/2015, recorded in cc# 2015-49069, Real Property Records, Denton County, Texas, correction recorded in cc# 2016-14422, Real Property Records, Denton County, Texas. First Amendment filed 02/28/2017, recorded in cc# 2017-23492, Real Property Records, Denton County, Texas. As affected by Assignment and Amendment filed 07/23/2021, recorded in cc# 2021-133265, Real Property Records, Denton County, Texas, and as shown on the Survey. As affected by Assignment of Declarant Rights and Obligations, Second Amendment to Declaration of Restriction and Cross-Access Agreement And Second Amendment to Declaration of Covenants (Little Elm Detention Facilities) filed of even date herewith in the Real Property Records, Denton County, Texas. (Affects Tracts 1 and 3)
13. Terms, provisions, conditions, easements and obligations contained in Declaration of Easements and Restrictions, filed 09/09/2016, recorded in cc# 2016-112573, Real Property Records, Denton County, Texas. First Amendment filed 12/09/2016, recorded in cc# 2016-154989, Real Property Records, Denton County, Texas. Second Amendment filed 02/28/2017, recorded in cc# 2017-23493, Real Property Records, Denton County, Texas, and as shown on the Survey. As affected by Assignment of Declarant Rights and Obligations, Second Amendment to Declaration of Restriction and Cross-Access Agreement And Second Amendment to Declaration of Covenants (Little Elm Detention Facilities) filed of even date herewith in the Real Property Records, Denton County, Texas. (Affects Tracts 1 and 5)
14. Terms, provisions, and conditions of Declaration of Restrictions and Cross - Access Agreement filed 07/16/2021, recorded in cc# 2021-128723, Real Property Records, Denton County, Texas. As affected by Assignment and Amendment filed 07/23/2021, recorded in cc# 2021-133265, Real Property Records, Denton County, Texas, and as shown on the Survey. As affected by Assignment of Declarant Rights and Obligations, Second Amendment to Declaration of Restriction and Cross-Access Agreement And Second Amendment to Declaration of Covenants (Little Elm Detention Facilities) filed of even date herewith in the Real Property Records, Denton County, Texas. (Affects Tracts 1 and 4)
15. Terms, provisions, and conditions of Declaration of Covenants filed 07/16/2021, recorded in cc# 2021-128724, Real Property Records, Denton County, Texas; as affected by First Amendment filed of even date herewith in the Real Property Records, Denton County, Texas, and as shown on the Survey. As affected by Assignment of Declarant Rights and Obligations, Second Amendment to Declaration of Restriction and Cross-Access Agreement And Second Amendment to Declaration of Covenants (Little Elm Detention Facilities) filed of even date herewith in the Real Property Records, Denton County, Texas. (Affects Tract 1)

16. The following easements and/or building lines, as shown on plat recorded in cc# 2022-190, Plat Records, Denton County, Texas, and as shown on the Survey:
- 15' Mustang Sub sanitary sewer easement;
 - 15' drainage easement; 10' x 20' water easements;
 - Drainage and detention easement;
 - 20' drainage easement;
 - Variable width drainage easement;
 - 10' Coserv easement
 - Variable width access, drainage and utility easement;
 - Water easement. (Affects Tract 1)
17. Easement rights, if any, with respect to the fire hydrant, water valve, and any lines associated therewith, located outside an easement area in the Southeast portion of the property, as shown on the Survey.
18. Encroachment of stone(s) over the Northeasterly property line, as shown on the Survey.
19. Terms, provisions and conditions of Development Agreement dated 07/15/2021, as affected by and evidenced by First Amendment to Declaration of Covenants and Development Agreement filed of even date herewith in the Real Property Records, Denton County, Texas; and as affected by Assignment of Declarant Rights and Obligations, Second Amendment to Declaration of Restriction and Cross-Access Agreement And Second Amendment to Declaration of Covenants (Little Elm Detention Facilities) filed of even date herewith in the Real Property Records, Denton County, Texas.

EXHIBIT B
PD Ordinance

**TOWN OF LITTLE ELM
ORDINANCE NO. 1799**

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 DISTRICT, WITH MODIFIED DEVELOPMENT STANDARDS AND USES IN ORDER TO ALLOW FOR DEVELOPMENT OF A 14.33-ACRE PROPERTY, LOCATED AT THE NORTHWEST CORNER OF US HIGHWAY 380 AND FM 2931, CONSISTING OF A BIG BOX RETAILER AND ASSOCIATED GAS STATION; 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 and uses, on approximately 14.33 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 January 16, 2025 the Planning & Zoning Commission considered and made recommendations on Case No. PD-24-005335; 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 and uses, on property located at the northwest corner of US Highway 380 and FM2931, within Little Elm's town limits, on approximately 14.33 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 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 B** attached hereto and made a part hereof are approved. The subject property shall be improved in accordance with the plans set forth in Exhibit C.

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

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

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

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

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 18th day of February, 2025.

Town of Little Elm, Texas

Curtis Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

Exhibit A
Property Description

EXHIBIT A
Legal Description

TRACT 1: (Fee Simple)

Being a 14.33 acre tract of land out of the M. Jones Survey, Abstract No. 662, situated in Denton County, Texas, being all of Lots 3, 9, and 10, and part of Lot 11, Block A, of ALTA 380 Addition, a subdivision of record in Document Number 2022-190 of the Plat Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an "X" cut found in the west right-of-way line of F.M. Road 2931 (right-of-way width varies), being in the north line of CST Addition, a subdivision of record in Document Number 2015-425 of said Plat Records, and being the southeast corner of said Lot 9;

THENCE, leaving the west right-of-way line of F.M. Road 2931, along the south lines of said Lots 9 and 3, in part being the common north line of said CST Addition, in part being the common north line of Brakes Plus Addition, a subdivision of record in Document Number 2017-13 of said Plat Records, and in part being the common north lines of Lots 8 and 7, Block A, of said ALTA 380 Addition, the following four (4) courses and distances:

1.N89°20'36"W, a distance of 353.81 feet to an "X" cut found at the northwest corner of said CST Addition and the northeast corner of said Brakes Plus Addition;

2.N79°33'26"W, a distance of 131.50 feet to an "X" cut found at the northwest corner of said Brakes Plus Addition and the northeast corner of said Lot 8;

3.S79°55'59"W, a distance of 169.01 feet to an "X" cut found at the northwest corner of said Lot 8 and the northeast corner of said Lot 7;

4.N79°33'19"W, a distance of 169.02 feet to an "X" cut found at the northwest corner of said Lot 7, being the northeast corner of Lot 6, Block A, of said ALTA 380 Addition, the southeast corner of Lot 2, Block A, of said ALTA 380 Addition, and the southwest corner of said Lot 3;

THENCE, along the east line of said Lot 2 and the common west line of said Lot 3, the following two (2) courses and distances:

1.N10°26'41"E, a distance of 85.61 feet to a 5/8 inch iron rod with yellow plastic cap stamped "REAL SEARCH 5696" found;

2.N01°57'18"E, a distance of 690.04 feet to a 5/8 inch iron rod with yellow plastic cap stamped "REAL SEARCH 5696" found in the south line of The Landing at Little Elm, a subdivision of record in Document Number 2021-172 of said Plat Records, being the northeast corner of said Lot 2 and the northwest corner of said Lot 3;

THENCE, S88°30'32"E, along the south line of said The Landing at Little Elm, in part being the common north line of said Lot 3, and in part being the common north line of said Lot 11, a distance of 789.65 feet to a 5/8 inch iron rod with illegible red plastic cap found in the west right-of-way line of F.M. Road 2931, being the northeast corner of said Lot 11;

THENCE, along the west right-of-way line of F.M. Road 2931, in part being the common west line of a tract of land conveyed as Parcel P00055767.001 to The State of Texas by deed of record in Document Number 2024-36116 of the Official Records of Denton County, Texas, and in part being the common east lines of said Lots 11, 10, and 9, the following five (5) courses and distances:

1.S00°55'50"W, a distance of 44.19 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

2.S45°54'50"W, a distance of 27.87 feet to an "X" cut set;

3.S00°54'50"W, a distance of 31.17 feet to a 5/8 inch iron rod with pink plastic cap stamped "TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MONUMENT" found;

4.S44°05'10"E, a distance of 27.84 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

5.S00°55'50"W, a distance of 667.61 feet to the POINT OF BEGINNING, and containing an area of 14.33 acres (624,298 square feet) of land.

TRACT 2: (Easement Estate)

Non-Exclusive easement rights as created in Declaration of Covenants, Conditions, Easements and Restrictions, filed 05/18/2015, recorded in cc# 2015-49068, Real Property Records, Denton County, Texas. First Amendment filed 02/28/2017, recorded in cc# 2017-23491, Real Property Records, Denton County, Texas. As affected by Release filed 07/16/2021, recorded in cc# 2021-128722, Real Property Records, Denton County, Texas. As affected by Assignment and Amendment filed 07/23/2021, recorded in cc# 2021-133265, Real Property Records, Denton County, Texas; as affected by Assignment of Declarant Rights and Obligations, Second Amendment to Declaration of Restriction and Cross-Access Agreement And Second Amendment to Declaration of Covenants (Little Elm Detention Facilities) filed of even date herewith, in the Real Property Records, Denton County, Texas.

TRACT 3: (Easement Estate)

Non-Exclusive easement rights as created in Declaration of Easements and Restrictions, filed 05/08/2015, recorded in cc# 2015-49069, Real Property Records, Denton County, Texas. As affected by First Amendment filed 02/28/2017, recorded in cc# 2016-14422, Real Property Records, Denton County, Texas. further Amended under Clerk's File No. 2017-23492, Real Property Records, Denton County, Texas. As affected by Assignment and Amendment filed 07/23/2021, recorded in cc# 2021-133265, Real Property Records, Denton County, Texas; as affected by Assignment of Declarant Rights and Obligations, Second Amendment to Declaration of Restriction and Cross-Access Agreement And Second Amendment to Declaration of Covenants (Little Elm Detention Facilities) filed of even date herewith, in the Real Property Records, Denton County, Texas.

TRACT 4: (Easement Estate)

Non-Exclusive easement rights as created in Declaration of Restrictions and Cross-Access Agreement, filed 07/16/2021, recorded in cc# 2021-128723, Real Property Records, Denton County, Texas. As affected by Assignment and Amendment filed 07/23/2021, recorded in cc# 2021-133265, Real Property Records, Denton County, Texas; as affected by Assignment of Declarant Rights and Obligations, Second Amendment to Declaration of Restriction and Cross-Access Agreement And Second Amendment to Declaration of Covenants (Little Elm Detention Facilities) filed of even date herewith, in the Real Property Records, Denton County, Texas.

TRACT 5: (Easement Estate)

Non-Exclusive easement rights as created in Declaration of easements and Restrictions filed 09/09/2016, recorded in cc# 2016-112573, Real Property Records, Denton County, Texas. First Amendment filed 12/09/2016, recorded in cc# 2016-154989, Real Property Records, Denton County, Texas. Second Amendment filed 02/28/2017, recorded in cc# 2017-23493, Real Property Records, Denton County, Texas; as affected by Assignment of Declarant Rights and Obligations, Second Amendment to Declaration of Restriction and Cross-Access Agreement And Second Amendment to Declaration of Covenants (Little Elm Detention Facilities) filed of even date herewith, in the Real Property Records, Denton County, Texas.

Exhibit B
PD Exhibits

KROGER AT ALTA 380

PLANNED DEVELOPMENT DISTRICT

This zoning submittal encompasses approximately 14.33 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 for a new commercial development consisting of a Big Box Store and Fuel Center with related site improvements.

This PD will provide the zoning regulations as depicted in Exhibit B.

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 on the northwest corner of US 380 and FM 2931 at the current address 26587 East University Drive. (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, including uses permitted by a Specific Use Permit (SUP) and Conditional Use Permit (C), except as noted below:

- Fuel Pump Station as shown on the site plan will not require a Specific Use Permit.
- Pick-up drive-thru facilities will not require a Specific Use Permit but are limited to as generally shown in the zoning exhibits.

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.

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.

- Building must generally be developed per approved Facade Plans as referenced in Exhibit C.
 - Exterior Materials.
 - o Building will be developed as shown on the attached façade exhibit.
Building Articulation Design Standards.
 - o Building will be developed as shown on the attached façade exhibit.

Building color.

o The dominant color of all buildings shall be muted, natural or earth-tone shades of color, with the exception of the blue corners as shown on the façade plan.

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:

- 24' OC spacing for perimeter trees along FM 2931 exclusive of driveways.

6. SCREENING STANDARDS

All provisions within Article VI. Division 3 Screening Walls and Fences shall be met except as specified below:

- Screening must generally be developed per approved Facade Plans.
Waste collection areas.

o Trash compactors shall be screened with a Category A material wall of a color that is consistent with the color of the primary building, minimum eight-foot in height.

7. PARKING STANDARDS

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

- Parking shall be provided at a ratio of 1 space per 255 square feet between the 2 lots of the development.
- Minimum parking space size shall be 9' x 20'

8. SIGN STANDARDS

All provisions within Chapter 86 – Sign Ordinance shall be met except as specified below:

Wall signs.

o Wall Signs will conform to the attached sign plan.

Offsite Signage

o Signage will be allowed to be placed generally at the locations shown in the sign plan

Exhibit C
Development Plans

ZONING SUBMITTAL SET

NOVEMBER 2024

**KROGER SUPERMARKET
& FUEL CENTER
LITTLE ELM, TEXAS**

U.S. HIGHWAY 380 AND F.M. ROAD 2931
LITTLE ELM, DENTON COUNTY, TEXAS

PREPARED FOR:



**THE KROGER CO.
GENERAL OFFICE
1014 VINE STREET
CINCINNATI, OHIO 45202
CONTACT: CRAIG WINKLER**

PREPARED BY:



TEXAS
REGISTERED
ENGINEER

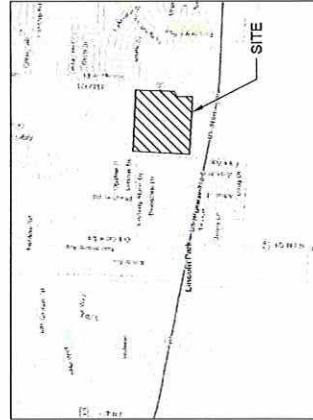
Pickering Firm, Inc.
Architecture • Engineering
Planning • Surveying

6363 Poplar Avenue, Suite 300
Memphis, TN 38119
901.726.0810

CONTACT: mbrown@pickeringfirm.com

THE PLANS, IDEAS AND DESIGNS SHOWN ON THESE DRAWINGS ARE THE PROPERTY OF PICKERING FIRM, INC. DEVISED SOLELY FOR THIS CONTRACT. THIS PLAN SHALL NOT BE USED, WHOLE OR IN PART, FOR ANY PURPOSE FOR WHICH IT WAS NOT INTENDED WITHOUT THE WRITTEN PERMISSION FROM PICKERING FIRM, INC.

SHEET INDEX		Sheet Title
Sheet Number	C-000	COVER SHEET
—		TOPO SURVEY
—		ALTA SURVEY
—		ALTA SURVEY
P0001		P.D. EXTERIOR ELEVATIONS
P0002		P.D. EXTERIOR ELEVATIONS
P0003		P.D. MATERIAL BOARD
P0004		VISIBILITY STUDY
A0.0		FUEL CENTER EXTERIOR COLOR ELEVATIONS AND SIGNAGE
S1.0		SIGNAGE PLAN
S2.0		SIGNAGE PLAN
S3.0		SIGNAGE PLAN
S4.0		SIGNAGE PLAN
S5.0		SIGNAGE PLAN
S6.0		SIGNAGE PLAN
S7.0		SIGNAGE PLAN
L1.0		LANDSCAPE PLAN - OVERALL
L1.1		LANDSCAPE PLAN - ENLARGEMENT
L1.2		LANDSCAPE PLAN - ENLARGEMENT
L1.3		LANDSCAPE PLAN - ENLARGEMENT
L1.4		LANDSCAPE PLAN - ENLARGEMENT
L1.5		LANDSCAPE PLAN - DETAILS
C-100		EXISTING CONDITIONS & DEMOLITION PLAN
C-200		SITE PLAN
C-301		PARKING PLAN
C-300		PRELIMINARY WATER & WASTEWATER PLAN
C-400		EXISTING DRAINAGE PLAN
C-401		PRELIMINARY DRAINAGE PLAN
C-402		PRE-DEVELOPMENT DRAINAGE AREA MAPS
C-403		POST-DEVELOPMENT DRAINAGE AREA MAPS
C-404		INLET AREA MAP
C-405		PRELIMINARY DRAINAGE CALCULATIONS
C-406		DETENTION & OUTLET STRUCTURE
C-407		PRELIMINARY EROSION CONTROL PLAN
C-408		PRELIMINARY PAVING PLAN



VICINITY MAP
NOT TO SCALE

SCHEDULE D DESCRIPTIONS OF COVERAGE

Subject to the easements as shown on Schedule "D" of this title commitment provided by First American Title Insurance Company with G.F. No. 1803-396484RTT as listed below:

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1065.7763 has been intentionally deleted

1066.7763 has been intentionally deleted

1067.7763 has been intentionally deleted

1068.7763 has been intentionally deleted

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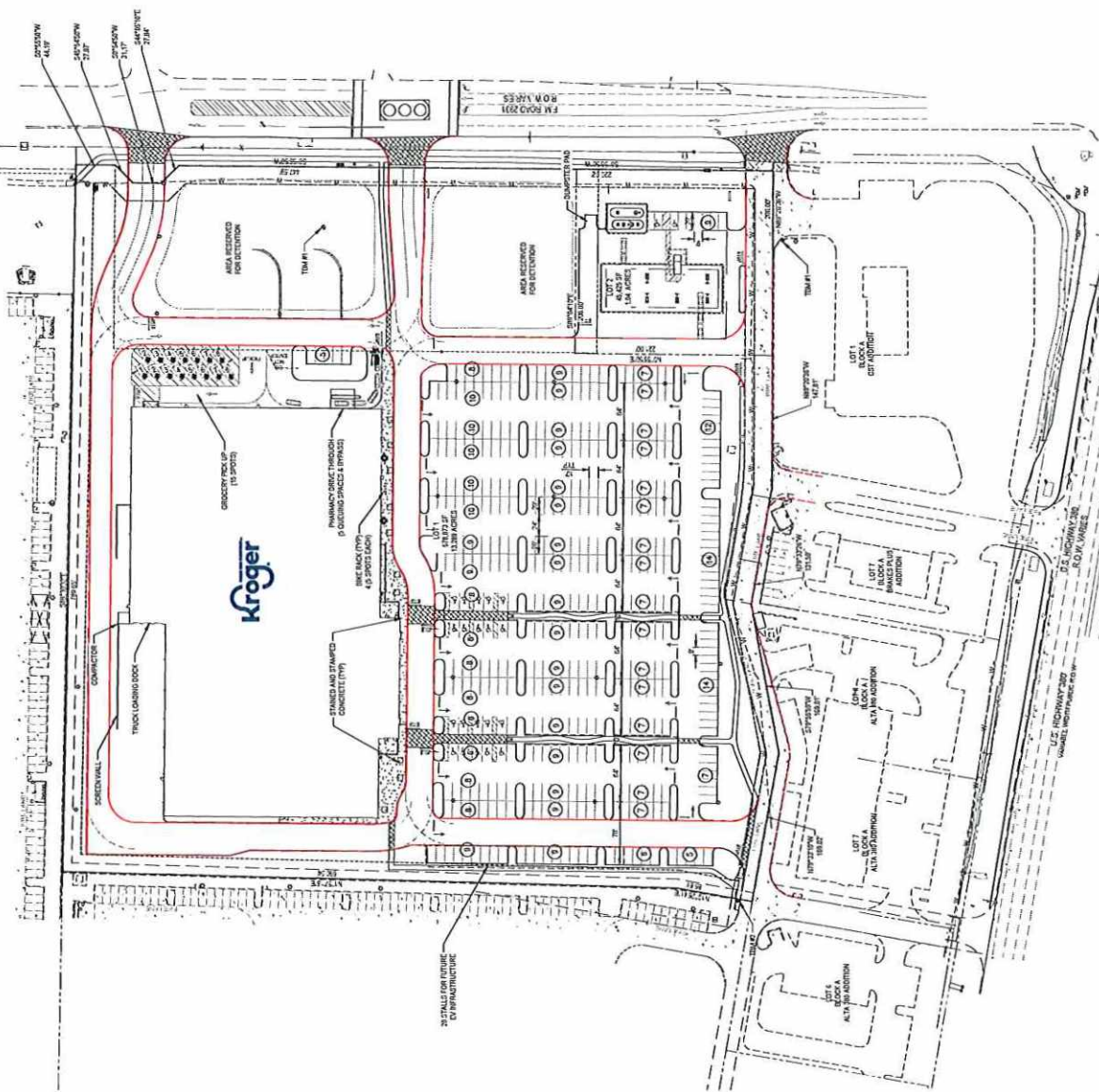
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1125.7763 has been intentionally deleted




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[illegible]

FLOOD NOTE:

THIS IS TO CERTIFY THAT BY GRAPHIC DETERMINATION THE ABOVE PLATTED PROPERTY IS NOT IN A SPECIAL FLOOD HAZARD AREA (SFHA) SUBJECT TO FLOODING IN THE 1% ANNUAL CHANCE FLOOD. SURVEYED PROPERTY IS SHOWN IN A "ZONE X" AND SHADING ON TEAM MAP. AREAS DETERMINED TO BE OUTSIDE THE 0.5% ANNUAL CHANCE FLOODPLAIN ACCORDING TO THE FEMA/AFPM MAP NUMBER 49157C0405G WITH AN EFFECTIVE DATE OF APRIL 8, 2011.


FITCH IBCA
 SITE TBM # _____
 "C" CUT _____
 BOTTOM TBM # C-047773A1
 ELEVATION = 451.1

 SITE TBM # _____
 "C" CUT _____
 BOTTOM TBM # C-047888B1
 ELEVATION = 461.3

 SITE TBM # _____
 "C" CUT _____
 BOTTOM TBM # C-047999B1
 ELEVATION = 461.3

NOTE: BEFORE THE BEGINNING OF CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN THE SITE
 AND ADJACENT VAPOR INVENTORY REPORT FROM THE APPROPRIATE AGENCIES AND
 MAINTAIN ALL SITE TBM AND ADJACENT VAPOR INVENTORY REPORTS IN THE PROJECT
 FOLDER.

PROTECTING FIRM INFORMATION UNDERGROUND UTILITIES REQUIREMENTS

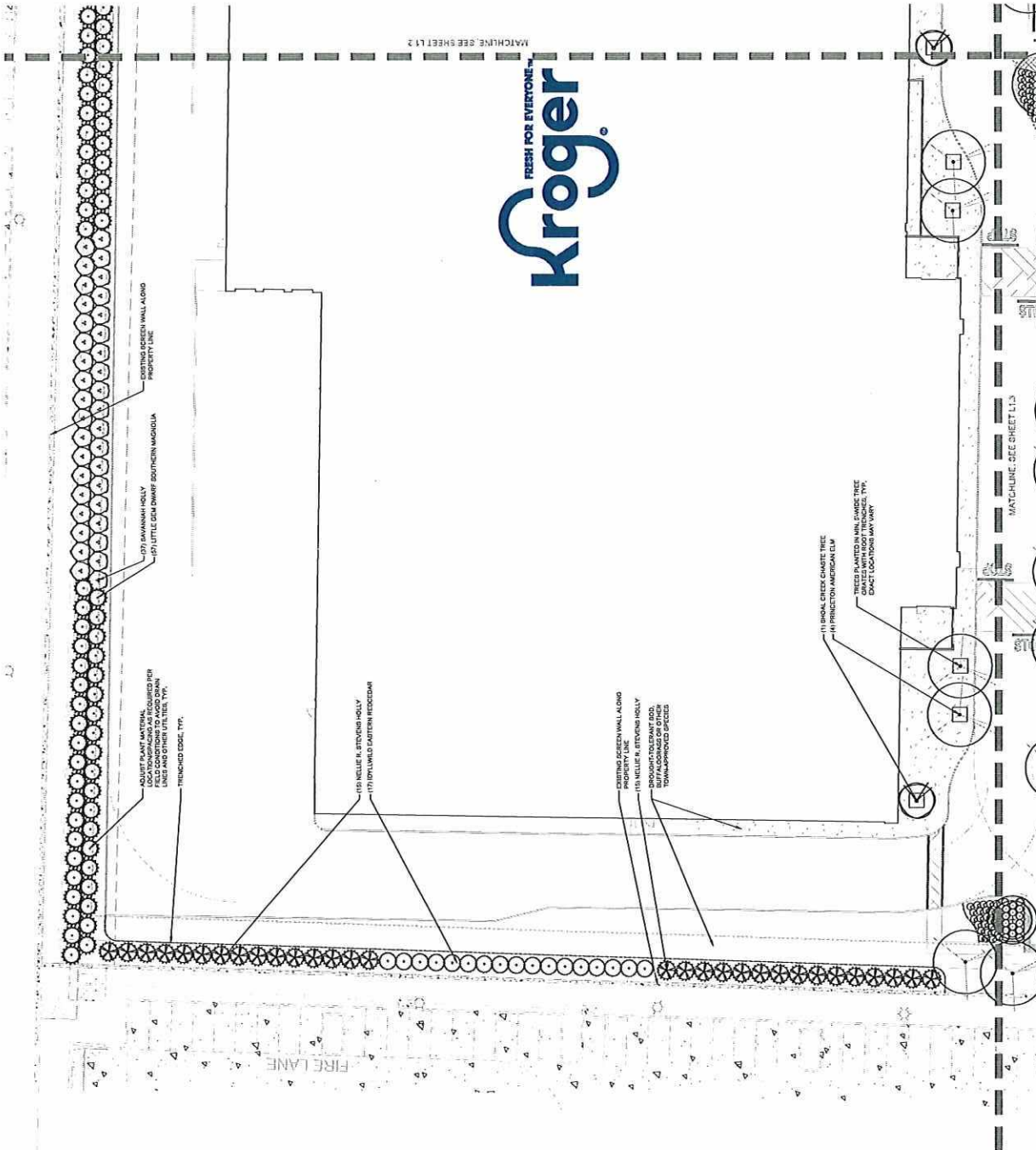
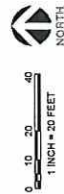
PARKING PLAN

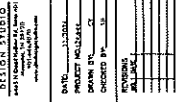
KROGER DAL-597
LOT 3, BLOCK A
LOT 9, BLOCK A
LOT 10, BLOCK A
LOT 11, BLOCK A
14.33 ACRES

M. JONES SURVEY, ABSTRACT NUMBER 662
U.S. HIGHWAY 380 AND F.M. ROAD 2931
LITTLE ELM, DENTON COUNTY, TEXAS

PRELIMINARY PLAN
NOT FOR
CONSTRUCTION

[illegible]





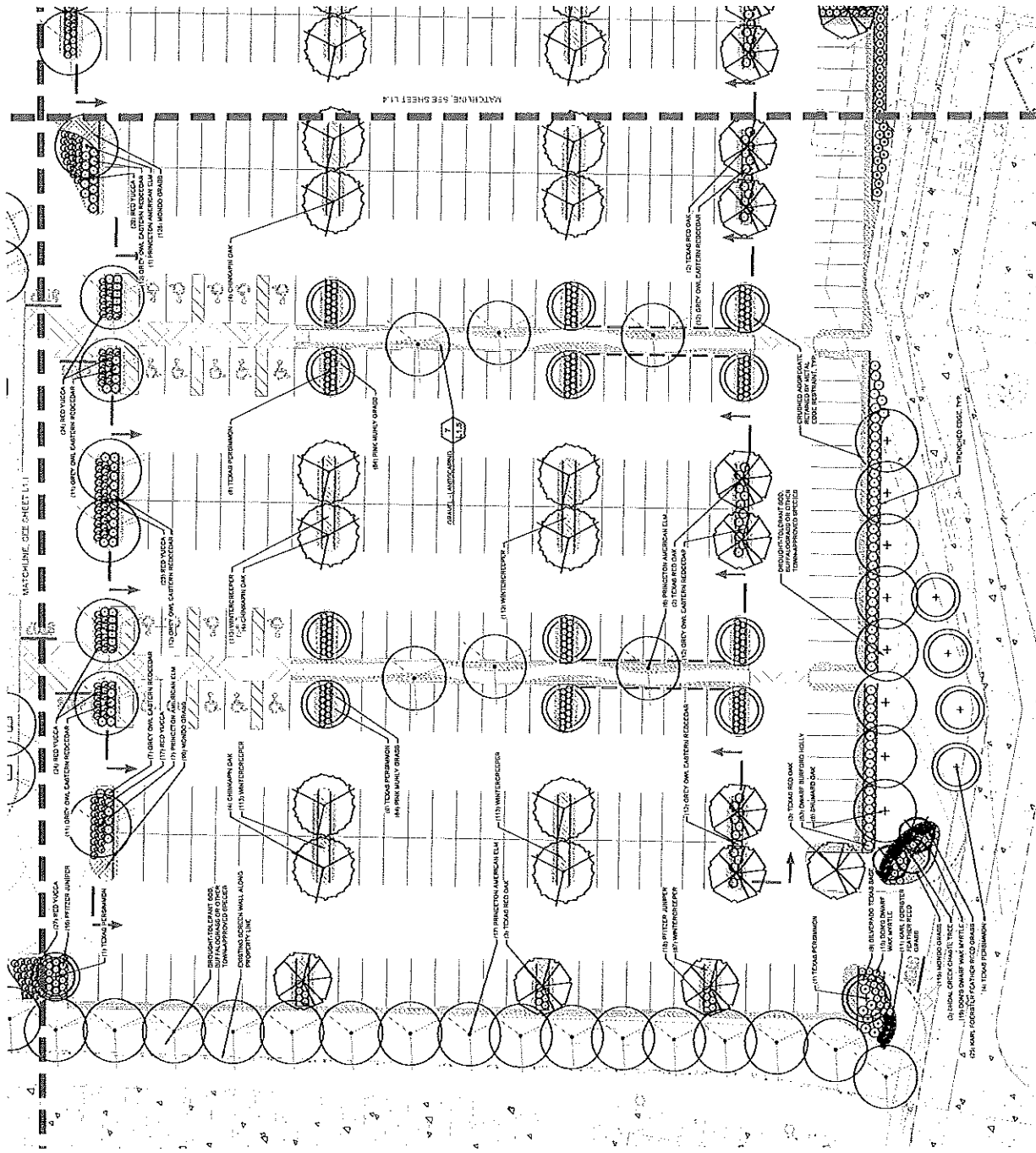
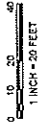
דער ערשטער טאג

CONSULTANTS

1

~~PRELIMINARY~~
~~NOT FOR~~
~~CONSTRUCTION~~

DRAWING NUMBER
L1.3
LANDSCAPE PLAN -
ENLARGEMENT



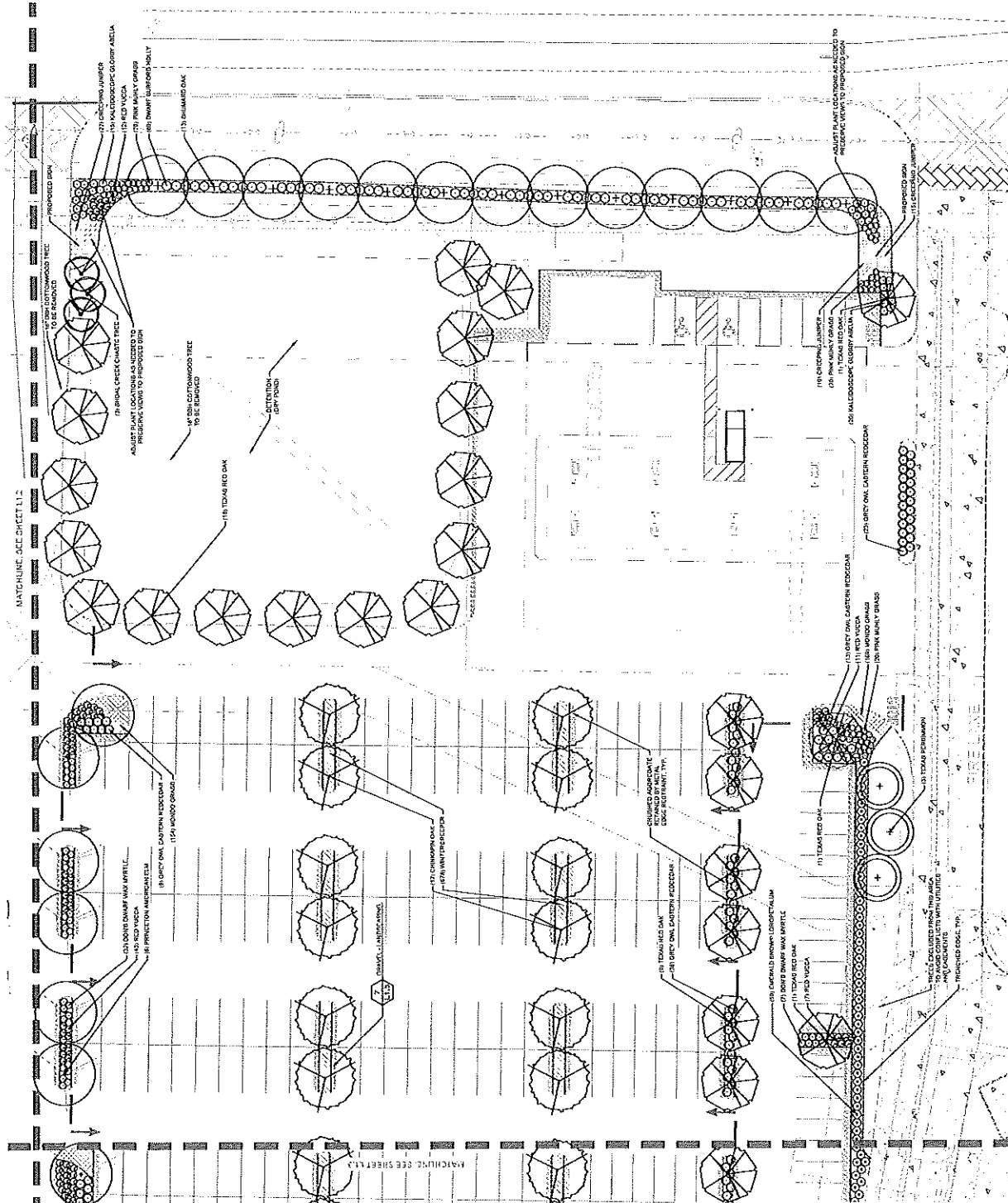
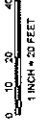


TITLE, TX

PROBATION TALKING

~~PRELIMINARY~~
~~NOT FOR~~
~~CONSTRUCTION~~

DRAWING NUMBER
L1.4
LANDSCAPE PLAN -
ENLARGEMENT





DATE 11-20-74 BY JN HAWES
CITY NEW YORK STATE

XI

CONSULTANTS:

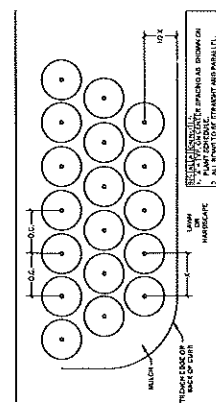
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~~REF ID: A66041~~
~~NOT FOR~~
~~INSTRUCTION~~

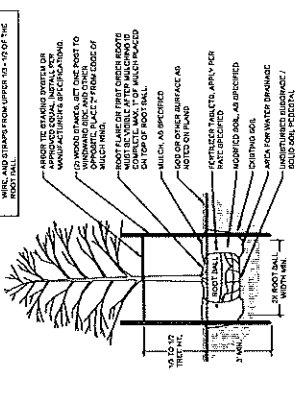
DRAWING NUMBER
L1.5
LANDSCAPE PLAN -
FINAL PRESENT

[illegible]

NOT TO SCALE

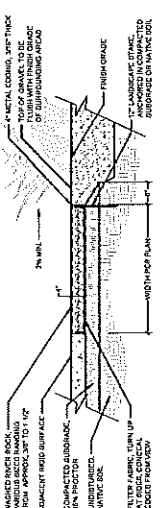


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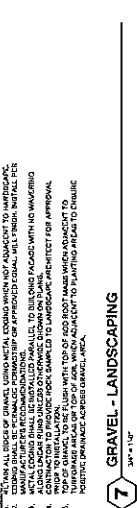
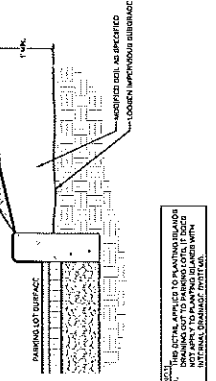
1. DEFER PLANTING. ENSURE THAT THE TRUNK OF THE TREE IS DECIDUE TO THE ROOT BALL.
2. AFTER TREE IS OUT IN PLACE, REMOVE DUKLAP, WIRE, AND STRAPS FROM UPPER 1/3 - 1/2 OF THE ROOT BALL.

NOT TO SCALE



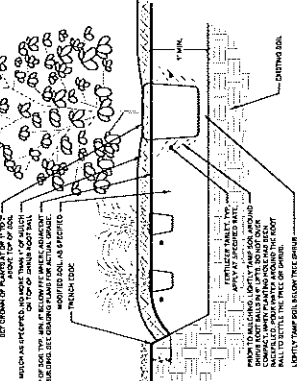
5 TREE PLANTING AND STAKING

316° 15' 00"

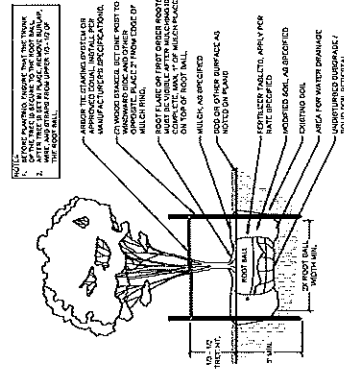
[illegible]

THIS DECREE APPLIED TO PLANTING ISLANDS DRAINING OUT TO BANKING LOTS, IF DOES NOT APPLY TO PLANTING ISLANDS WITH INTERNAL DRAINAGE (P. 173160).

NOT TO SCALE



NOT TO SCALE
























4 SHRUB AND GROUND COVER PLANTING
NOT TO SCALE

NOT TO SCALE



6 TREE PLANTING & STAKING (MULTI-TRUNK)
NOT TO SCALE

PLANT SCHEDULE							
SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONT.	UNIT	REMARKS
TREES							
	21	Shorea foveolata	Trees Persechini	2" Cal.	34.0	EA	5' x 4" H. w/o.
	38	Bauhinia sp. 'Bauhinia'	Bauhinia sp. 'Bauhinia'	2" Cal.	34.0	EA	Not transplanted, 10' to ground
	78	Bauhinia sp. 'Bauhinia'	Bauhinia sp. 'Bauhinia'	3" Cal.	34.0	EA	Not transplanted, 10' to ground
	17	Shorea foveolata 'Bauhinia'	Shorea foveolata 'Bauhinia'	3" Cal.	34.0	EA	Not transplanted, 10' to ground
	117	Shorea foveolata 'Bauhinia'	Shorea foveolata 'Bauhinia'	3" Cal.	34.0	EA	5' x 4" H. w/o.
	52	Shorea foveolata 'Bauhinia'	Trees Persechini	4" Cal.	34.0	EA	Not transplanted, 10' to ground
	24	Shorea foveolata 'Bauhinia'	Children's Oak	4" Cal.	34.0	EA	Not transplanted, 10' to ground
	31	Shorea foveolata 'Bauhinia'	Children's Oak	4" Cal.	34.0	EA	Not transplanted, 10' to ground
	46	Shorea foveolata 'Bauhinia'	Children's Oak	4" Cal.	34.0	EA	Not transplanted, 10' to ground
	13	Shorea foveolata 'Bauhinia'	Children's Oak	4" Cal.	34.0	EA	Not transplanted, 10' to ground
SHRUBS AND GRASSES							
	27	Shorea foveolata 'Bauhinia'	Children's Oak	1" Cal.	34.0	EA	Not transplanted, 10' to ground
	21	Shorea foveolata 'Bauhinia'	Children's Oak	1" Cal.	34.0	EA	Not transplanted, 10' to ground
	21	Shorea foveolata 'Bauhinia'	Children's Oak	1" Cal.	34.0	EA	Not transplanted, 10' to ground
	9	Shorea foveolata 'Bauhinia'	Children's Oak	1" Cal.	34.0	EA	Not transplanted, 10' to ground
	237	Shorea foveolata 'Bauhinia'	Children's Oak	1" Cal.	34.0	EA	Not transplanted, 10' to ground
	148	Shorea foveolata 'Bauhinia'	Children's Oak	1" Cal.	34.0	EA	Not transplanted, 10' to ground
	24	Shorea foveolata 'Bauhinia'	Children's Oak	1" Cal.	34.0	EA	Not transplanted, 10' to ground
	150	Shorea foveolata 'Bauhinia'	Children's Oak	1" Cal.	34.0	EA	Not transplanted, 10' to ground
	37	Shorea foveolata 'Bauhinia'	Children's Oak	1" Cal.	34.0	EA	Not transplanted, 10' to ground
	14	Shorea foveolata 'Bauhinia'	Children's Oak	1" Cal.	34.0	EA	Not transplanted, 10' to ground
	126	Shorea foveolata 'Bauhinia'	Children's Oak	1" Cal.	34.0	EA	Not transplanted, 10' to ground
	123	Shorea foveolata 'Bauhinia'	Children's Oak	1" Cal.	34.0	EA	Not transplanted, 10' to ground
GROUND COVERS							
	10,273.47	Shorea foveolata 'Bauhinia'	Children's Oak	1" Cal.	34.0	EA	Not transplanted, 10' to ground
	14.42	Shorea foveolata 'Bauhinia'	Children's Oak	1" Cal.	34.0	EA	Not transplanted, 10' to ground
	17	Shorea foveolata 'Bauhinia'	Children's Oak	1" Cal.	34.0	EA	Not transplanted, 10' to ground
	1472	Shorea foveolata 'Bauhinia'	Children's Oak	1" Cal.	34.0	EA	Not transplanted, 10' to ground

PROPOSED PLANTS NOT ON THE TOWNSHIP-APPROVED PLANT LIST ARE:
CARL FOWDITER FEATHER REED GRASS
DON'DS SOUTHERN WAX MYRTLE
PINK MEINLY GRASS



INCH = 50 FEET

<p>COLEMAN, JESSE</p>	<p>ROCKWELL DALLAS AL 3400 N. UNIVERSITY BLVD. BOX 485 LOT 33, S.E. 1/4, BLOCK 114 D ACJ 3300 UNIVERSITY BLVD. SUITE 200 N. HAZEN DALLAS, TX 75201</p>
<p>THE PROGRESSOR MIDLAND, TEXAS CONTACT: CHAO MANN PHONE: 68440341</p>	<p>PO BOX 200 E383 FORDHAM AVE. SUITE 380 MIDLAND, TEXAS 79701 PHONE: 681745819</p>
<p>ADRIENNE HEDGECOCK VON HUNDT ATTORNEY 2711 LEGACY DRIVE SUITE 220 MIDWINTER, TEXAS 79701 PHONE: 681-0441</p>	



- A. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT.
- B. ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW PER 166.605 (3)(f).
- C. ALL SIGNAGE AREA AND LOCATIONS ARE SUBJECT TO APPROVAL OF THE DEVELOPMENT SERVICES DIRECTOR.
- D. ALL EXTERIOR LIGHT FIXTURES AND CONDUITS SHALL BE INSTALLED TO MATCH THE BUILDING.
- E. ROOF ACCESS SHALL BE PROVIDED OFFICIALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL.

[illegible]

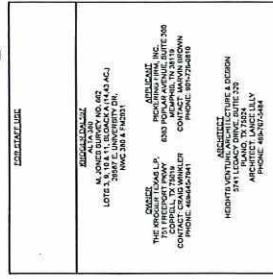
KROGER STORE
DAL597

<p>COLLEGE LIFE</p>	<p>REGISTRATION</p> <p>M. JOSEPH BUKRY JR. 607 10000 W. 11TH AVE. SUITE 300 DENVER, CO 80231 (303) 755-1231 FAX (303) 755-1231</p>
<p>OWNER</p> <p>THE KROGHEN TRUCK L.P. 10000 W. 11TH AVE. SUITE 300 DENVER, CO 80231 CONTACT: DAVID HENNER (303) 755-1231</p>	<p>ARCHITECT</p> <p>DEIGHT VENTURES ARCHITECTURE & DESIGN 10000 W. 11TH AVE. SUITE 300 DENVER, CO 80231 CONTACT: DAVID HENNER (303) 755-1231</p>

26587 E UNIVERSITY DR.
AUBREY, TX

P.D. MATERIAL
BOARD

PD003



Heights Venture



KROGER STORE
DAL597

26587 E UNIVERSITY DR.
AUBREY, TX

Project Number	24100-001
Sheet Size	24 x 36

20/2025 12:18:51 PM

Legend: By	Approved By
R_{10}	L_{10}
T_{10}	L_{10}

Project:

Visibility Study

PD0004

to 6.14 million of gross revenue in the United States.

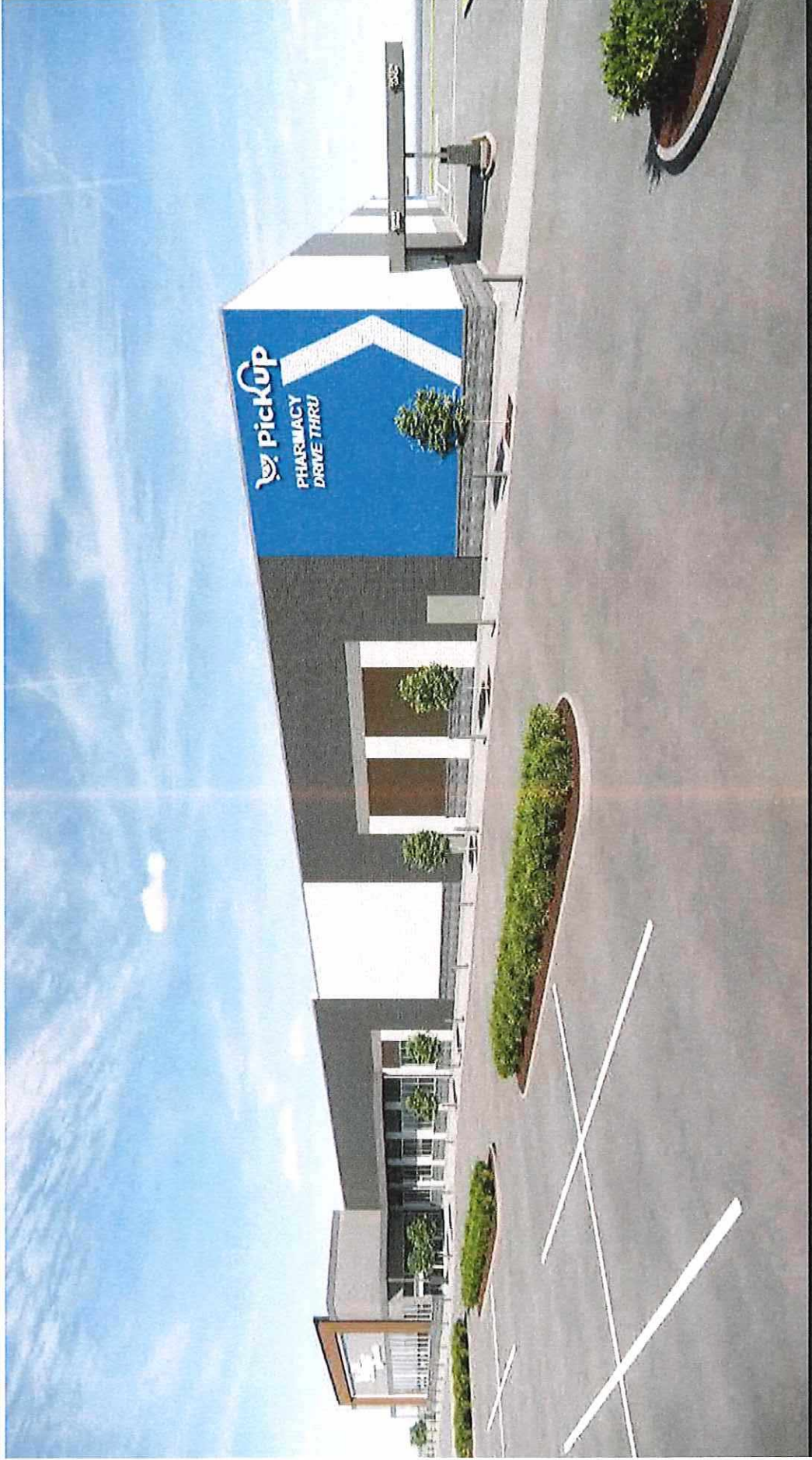


Heights Venture
ARCHITECTURE • DESIGN

Not for regulatory approval, permitting, or construction
Lance Lilly TX #20481

KROGER STORE DAL597

NWC 380 & FM2931
LITTLE ELM, TX
02/03/2025

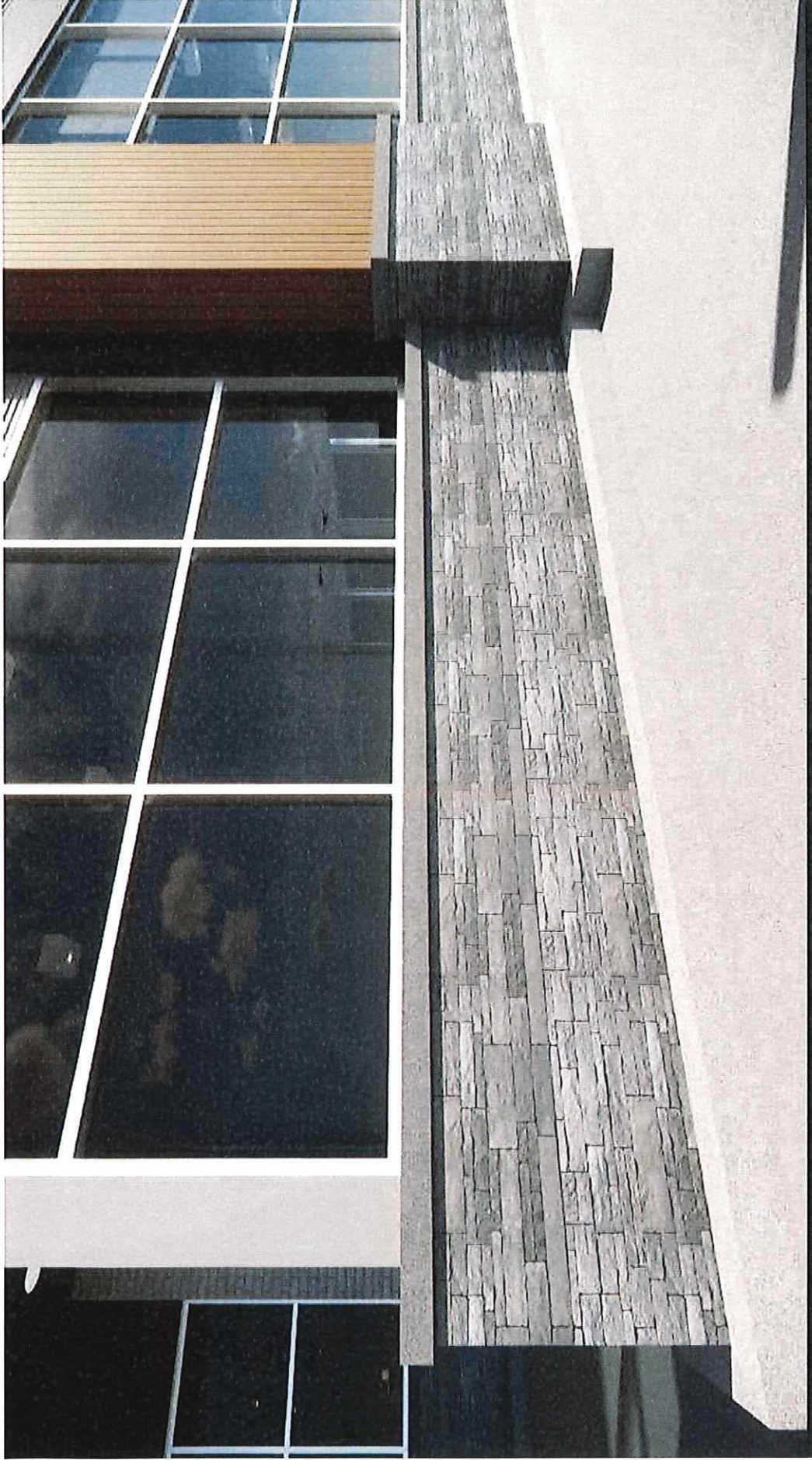


KROGER STORE DAL597

NWC 380 & FM2931
LITTLE ELM, TX
02/03/2025

Heights Venture
ARCHITECTURE • DESIGN

Not for regulatory approval, permitting, or construction
Lance Lilly TX #20481



KROGER STORE DAL597

NWC 380 & FM2931
LITTLE ELM, TX
02/03/2025

Heights Venture
ARCHITECTURE • DESIGN

Not for regulatory approval, permitting, or construction
Lance Lilly TX #20481


CUMMINS

THIS DESIGN REMAINS OUR EXCLUSIVE PROPERTY AND CANNOT BE DUPLICATED WITHOUT WRITTEN CONSENT

DATE: _____

CALL 020 876 6000

CALL TO ORDER
PAGE 21 PART 2
STATE OF TEXAS
DOC. NO. 275000
JAN 2011

REV. 11-2

REV. 11/5

1

2

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1375311878.0

DATE	07.15.2024
------	------------

J. Allington



KROGER #597
New Kroger Marketplace
Little Elm (Aubrey), TX

KROGER #597

New Kroger Marketplace
Little Elm (Aubrey) TX

LITTLE ELMI (Audrey), 1A

DRAWING NO: 137521-070-00

DATE 07.15.2024

DATE 07.13.2024
J. Allington

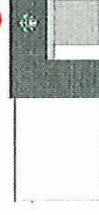
This page is for sign reference only and does not represent the actual building facade construction.

NOTE: ARTWORK IS FOR REPRESENTATIONAL PURPOSES ONLY. A SURVEY IS NEEDED TO CONFIRM ADEQUATE SPACE FOR PROPOSED SIGNAGE.

A



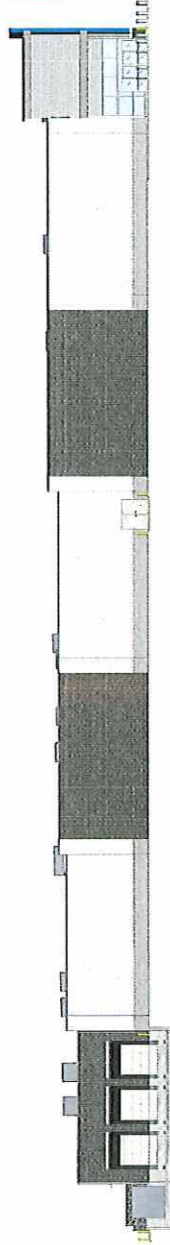
B



C



WALL & ARROW PAINTED BY OTHERS



E



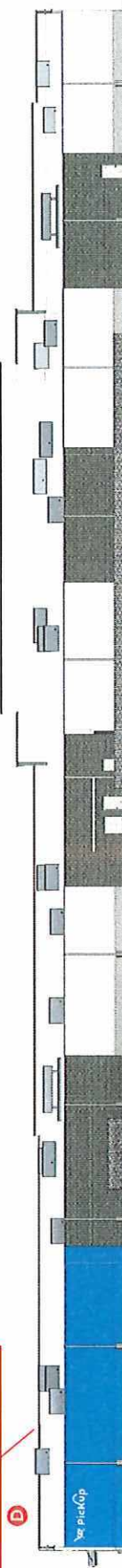
WALL PAINTED BY OTHERS

D



WALL PAINTED BY OTHERS

D



KROGER #597
New Kroger Marketplace
Little Elm (Aubrey), TX

DRAWING NO:
1375311878.00
DATE: 07.15.2024
J. Allington



Rev. #1
Rev. #2
Rev. #3
Rev. #4
Rev. #5
Rev. #6

DATE
BY

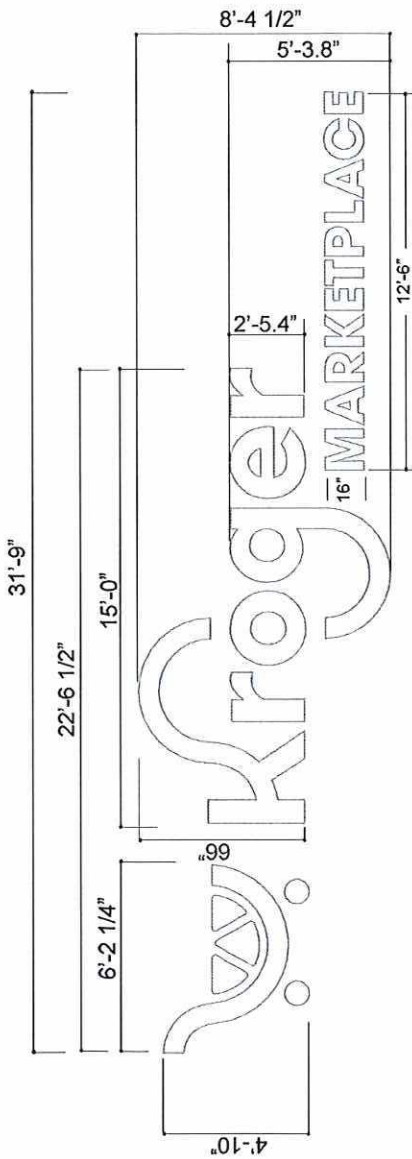
CUSTOMER APPROVAL:

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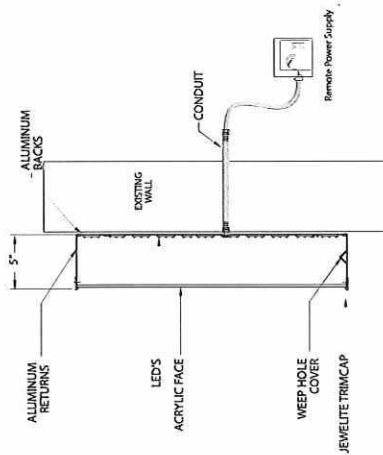


Customer: Kroger
Project: New Kroger Marketplace
Drawing: 1375311878.00

A

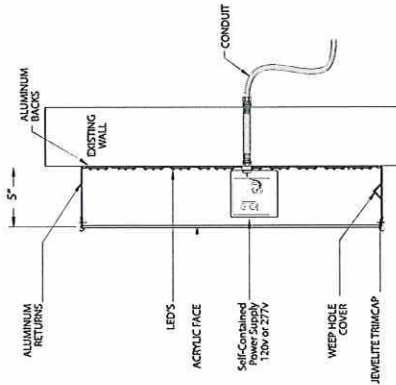


FRESH CART & MARKETPLACE



LED CL CROSS SECTION
SCALE: NTS (REFERENCE ONLY)
EQUIPMENT GROUNDED

KROGER LETTER SET




LED CL CROSS SECTION
SCALE: NTS (REFERENCE ONLY)
EQUIPMENT GROUNDED

*MOUNTING CLIPS AS NEEDED
BY SEPARATE ORDER
BASED ON SURVEY OR
BUILDING SPECS

265.9 SQ. FT.

scale: 1/4" = 1'-0"

 <p>CUMMINS COMMERCIAL EQUIPMENT GROUP</p>	<p>THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED BY CUMMINS. IT IS THE PROPERTY OF CUMMINS AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN AUTHORIZATION OF CUMMINS. ANY REPRODUCTION OR COPIING OF THIS DRAWING WITHOUT THE WRITTEN AUTHORIZATION OF CUMMINS IS STRICTLY PROHIBITED.</p>	<p>CUSTOMER APPROVAL:</p> <p>DATE: _____</p>	<p>DATE: 3.18.2022 BY: S.H.</p> <p>Rev. #1</p>	<p>DATE: 3.31.2022 BY: S.H.</p> <p>Rev. #2</p>	<p>DATE: 2.24.2022 BY: S. Hawke</p> <p>Rev. #3</p>	<p>DRAWING NO: 811072182.01A10</p> <p>DATE: 2.24.2022</p> <p>S. Hawke</p>
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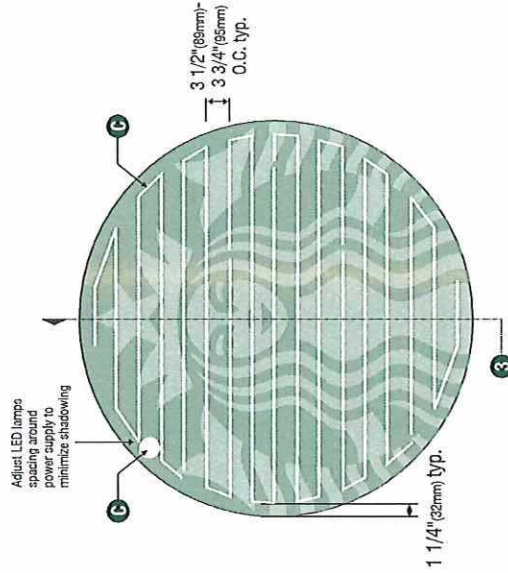
PROVIDED BY OTHERS - PERMITTED & INSTALLED BY CUMMINGS

SPECIFICATIONS:

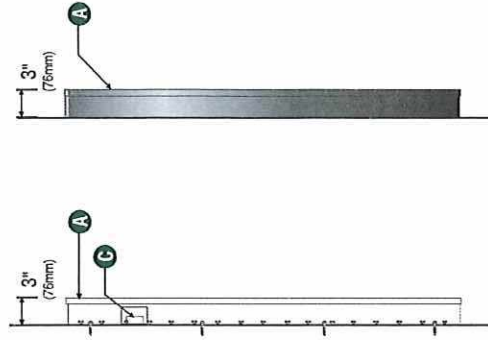
- A** 60" (1524mm) Single faced internally illuminated wall mount logo disk. Cabinet to be 3" (76mm) deep, fabricated aluminum sidewalls and back. Paint cabinet black polyurethane. Faces to be 3/16" (5mm) Acrylite 015-2GP. 1" (25mm) black trimcap with square head screws retainer edging.
- B** Graphics of logo to be 1st surface 3M Translucent Scotchlcal vinyl- Holly Green #3630-76. Siren to show thru White.
- C** Internally illuminate logo disk with white LED's installed to back of disk. Power with self-contained multi-volt power supply contained with an U.L. enclosure covered in white vinyl film. Fasten to wall with required fasteners.



1 Front View
Scale: 1/2" = 1'-0"



2 LED Detail
Scale: 1/2" = 1'-0"



3 Section View
Scale: 1/2" = 1'-0"

4 Side View
Scale: 1/2" = 1'-0"



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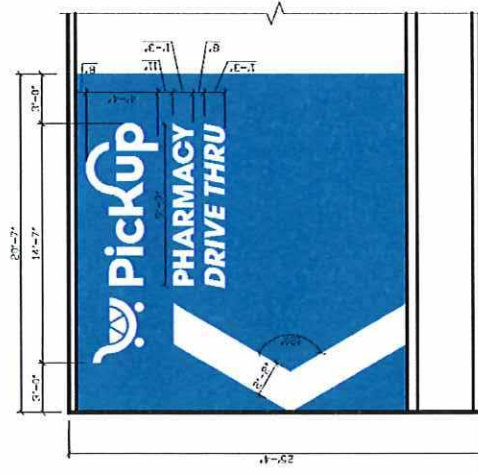
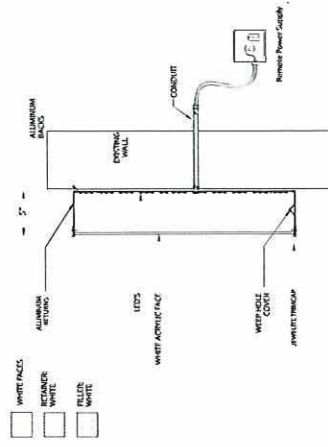
CONCEPTUAL DRAWING - FOR PRESENTATION PURPOSES ONLY. NOT FOR USE IN IFC OR FOR FINAL CUSTOMER APPROVAL

Rev. #1	DATE	BY	DATE	BY
Rev. #4				
Rev. #5				
Rev. #6				



STARBUCKS COFFEE

DRAWING NO:
84559
DATE: 7-21-2016
S. HOWE



**TYPICAL PAINTED AREA:
PICKUP SIDE ENTRY - FRONT FACADE
BANNER COLOR PAINTED BACKGROUND WITH
STENCILLED DIRECTIONAL ARROW WHITE.
WHITE ILLUMINATED CHANNEL LETTERS.**

DRAWING NO:
7699332377.03A2

DATE: 6.8.2023
S. Hawke

Kroger

DATE	BY
Rev. #4	
Rev. #5	
Rev. #6	

DATE	BY
Rev. #1	
Rev. #2	
Rev. #3	

CUSTOMER APPROVAL: _____

DATE: _____

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CUMMINS
 Creating Power Through Intelligent Innovation

THIS LISTING REMAINS OUR EXCLUSIVE PROPERTY AND CANNOT BE DUPLICATED OR WRITTEN OFF-COAST

14' - 6 3/4"

4' - 4"

36" 24"

1' - 3"

3' - 2"

Pickup

PHARMACY

DRIVE THRU

C

NOTE:
PAINTING IS NOT PART OF THE
SIGNAGE SCOPE - PAINTING IS THE
RESPONSIBILITY OF G.C.

SCALE: 1/2" = 1'-0"

95.4 SQ. FT.

- FOR USE ON CMU BLOCK OR EIFS SUBSTRATE.
- NOT INTENDED FOR USE ON NEW OR EXISTING BRICK FINISHES WITHOUT EXPRESS APPROVAL FROM G.O. PLANNING AND DESIGN.

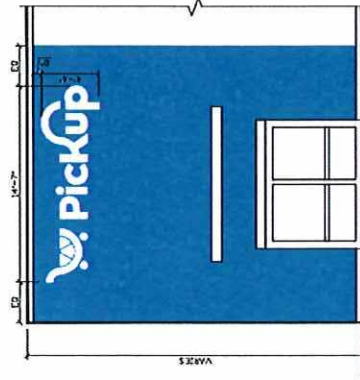
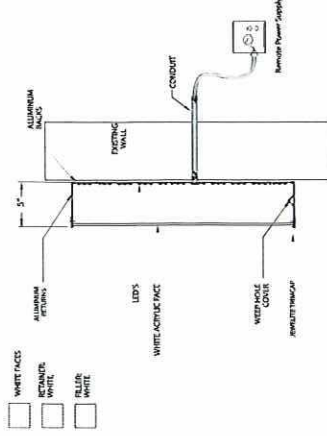
WALL PAINTED TO MATCH KROGER BLUE VINYL -

Kroger Blue (PMS 2728C) - Exterior Quart Formula

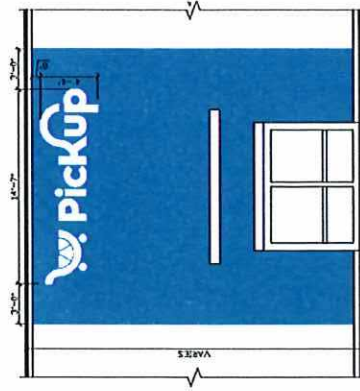
CUSTOMER APPROVAL:

INTERNALLY ILLUMINATED CHANNEL LETTERS

- INTERNALLY ILLUMINATED CHANNEL LETTERS.
ALUMINUM SIDES & BACK PAINTED WHITE.
WHITE TRIMCAP RETAINER.
FLAT, WHITE POLYCARBONATE FACE
WHITE LED ILLUMINATION.



TYPICAL PAINTED AREA:
PICKUP FRONT ENTRY
DOOR NEAR CORNER -
CENTERED HORIZONTALLY OVER CANOPY/DOOR AND OR
AT LEAST 1'-6" FROM CORNER OF BUILDING.
CREATE PAINT FINISH BREAK ON OPPOSITE SIDE
EQUAL DISTANCE FROM EDGE OF SIGN LEFT & RIGHT.



TYPICAL PAINTED AREA:
PICKUP FRONT ENTRY
DOOR ON BLANK FACADE -
CENTERED HORIZONTALLY OVER CANOPY/DOOR.
INSTALLED 8'-12" FROM BOTTOM OF CORNICE/COPING - OF-
CENTERED VERTICALLY BETWEEN CANOPY OR DOOR AND
CORNICE/COPING.
CREATE PAINT FINISH BREAKS 3' MINIMUM FROM EDGE OF SIGNAGE.

SCALE: 1/2" = 1'-0"

63.1 SQ. FT.

- FOR USE ON CMU BLOCK OR EIFS SUBSTRATE.
- NOT INTENDED FOR USE ON NEW OR EXISTING BRICK FINISHES WITHOUT EXPRESS APPROVAL FROM G.O. PLANNING AND DESIGN.
- NOT INTENDED FOR USE ON LOCATIONS UNDER LARGE ARCHITECTURAL OVERHANGS OR CANOPIES

WALL PAINTED TO MATCH KROGER BLUE VINYL -

Kroger Blue (PMS 2728C) - Exterior Quart Formula

CUSTOMER APPROVAL:

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DATE	BY	DATE	BY
Rev. #1	Rev. #4	Rev. #5	Rev. #6
Rev. #2	Rev. #5	Rev. #6	
Rev. #3	Rev. #6		

DRAWING NO:

7699332377.03A1

DATE: 6.8.2023

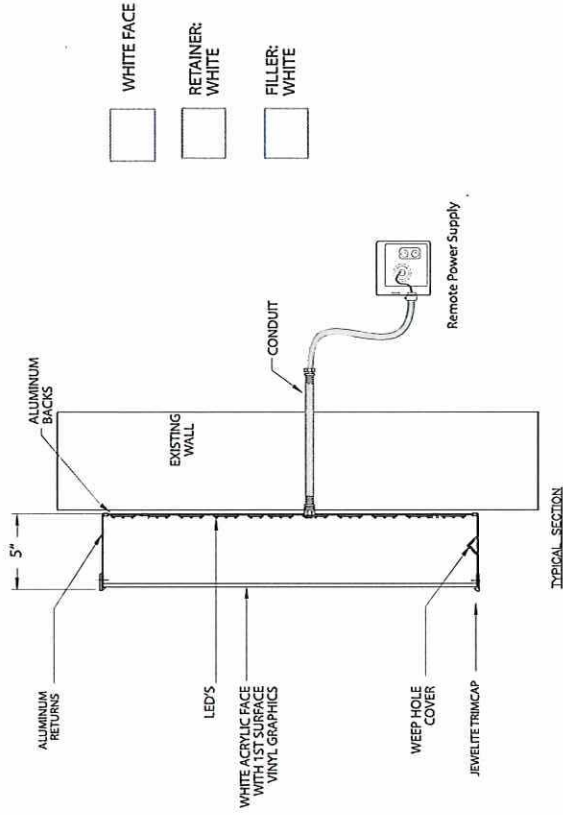
S. Hawke




PART # 403-23-CL36-PUCRTWH

E

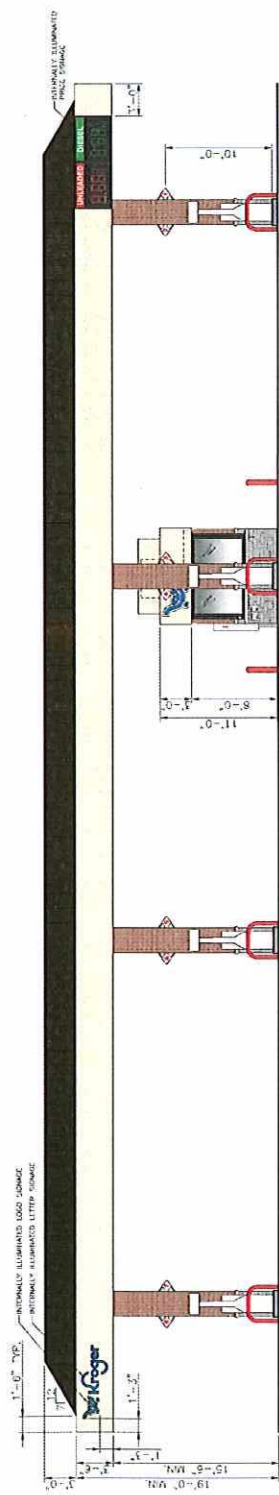
16" PHARMACY DRIVE THRU 22'-0"



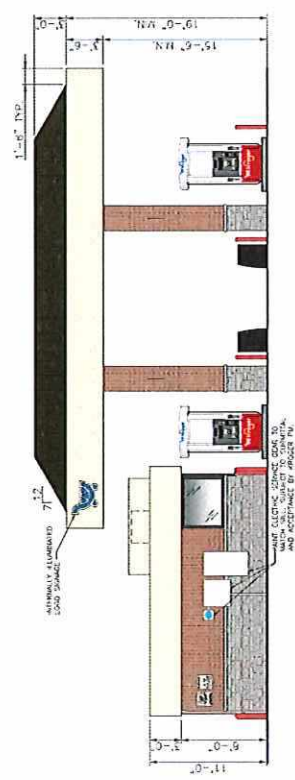
29.3 SQ. FT.

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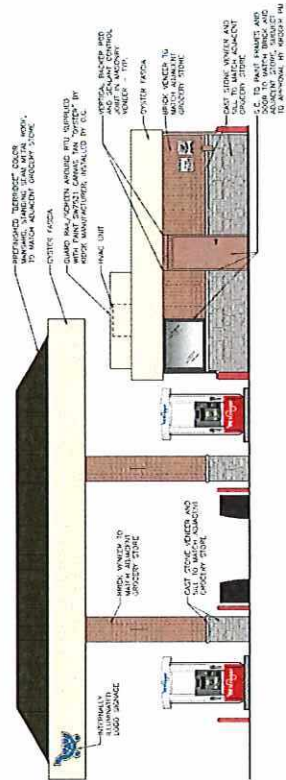




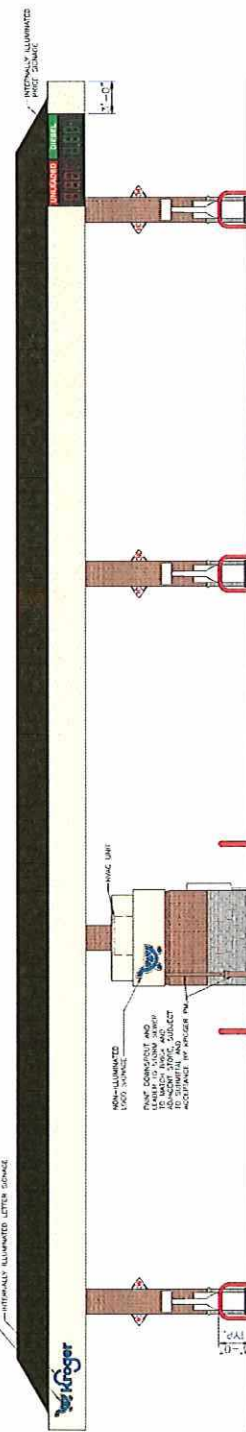
1 FRONT ELEVATION
SCALE: 1/4" = 1' - 0"



2 LEFT ELEVATION
3/16" = 1'-0"



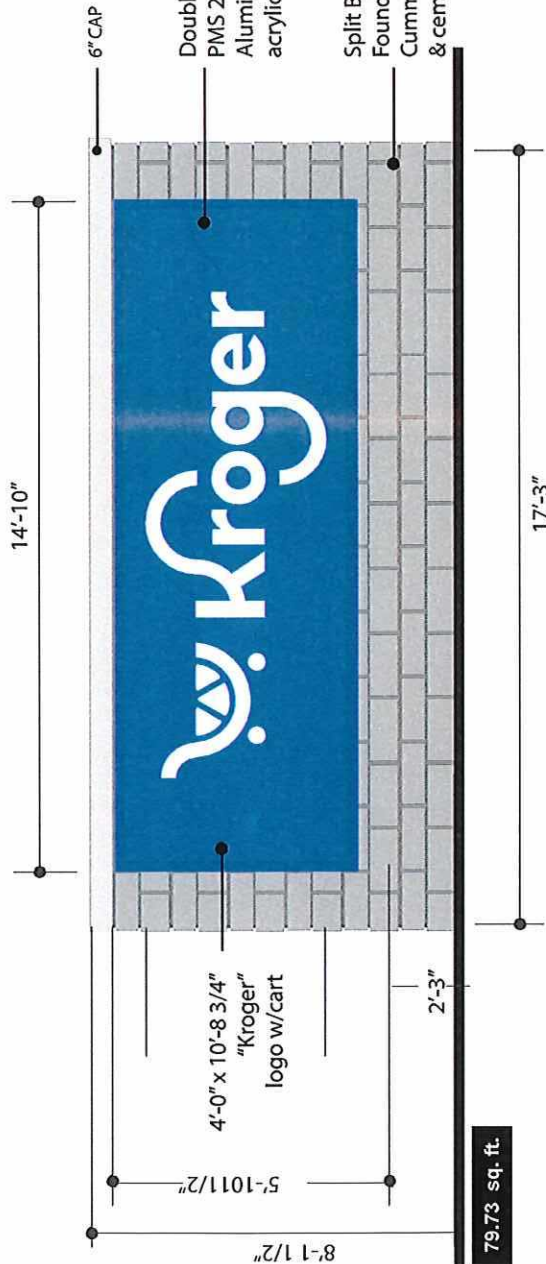
RIGHT ELEVATION
SCALE: 3/16"=1'-0"



4 REAR ELEVATION

1. The first group of authors (e.g., [1, 2]) has shown that the rate of change of the concentration of the active species is proportional to the rate of change of the concentration of the reactants. This is the case for the reaction of the active species with the reactants. The rate of change of the concentration of the active species is proportional to the rate of change of the concentration of the reactants. This is the case for the reaction of the active species with the reactants.

PRELIMINARY



Double face aluminum cabinet & retainers painted PMS 2728 Blue.
Aluminum faces routed and backed with acrylic.

Split Block Base to match building.
Foundation & Block by others.
Cummins to provide pole & cement board.

COLOR KEY	
	3730-8537 KROGER BLUE
	WHITE
	SW7018



Verification of specs/design required for permitting/installation.
LED digital price signs require 24 hour dedicated circuit
(provided by others) for operation of price sign to remain on all at all times..

SCALE: 3/8" = 1'-0"

				DRAWING NO: 1375295708.06	
THIS IS AN ORIGINAL UNPUBLISHED DRAWING. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. WITHOUT THE WRITTEN PERMISSION OF CUMMINS INC.		CUSTOMER APPROVAL:		DATE: 10-22-2024	
BY: _____		DATE: _____		DATE: _____	
Rev. #1		Rev. #4		Rev. #5	
Rev. #2		Rev. #5		Rev. #6	
Rev. #3		Rev. #6		Rev. #7	



Verification of specs/design required for permitting/installation.
LED digital price signs require 24 hour dedicated circuit
(provided by others) for operation of price sign to remain on all at all times..

 CUMMINS <i>Cummins stands through hard moments.</i>	<p>THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED FOR YOUR PERSONAL USE IN CONNECTION WITH A PROJECT PLANNED FOR YOU BY CUMMINS SIGNS. IT IS NOT TO BE REPRODUCED, COPIED, OR EXHIBITED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF CUMMINS. ANY FASHION UNLESS AUTHORIZED IN WRITING BY AN OFFICER OF CUMMINS SIGNS.</p>	CUSTOMER APPROVAL:					<p>DRAWING NO: 1375295708.06</p> <p>DATE: 10/22/2024</p> <p>J. Allington</p>
		Rev. #1	DATE	BY	Rev. #4	DATE	BY
		Rev. #2			Rev. #5		
		Rev. #3			Rev. #6		

12in Double Product, Single Face

Coupa # 555011 (Part number also used for retrofitting existing custom signs)

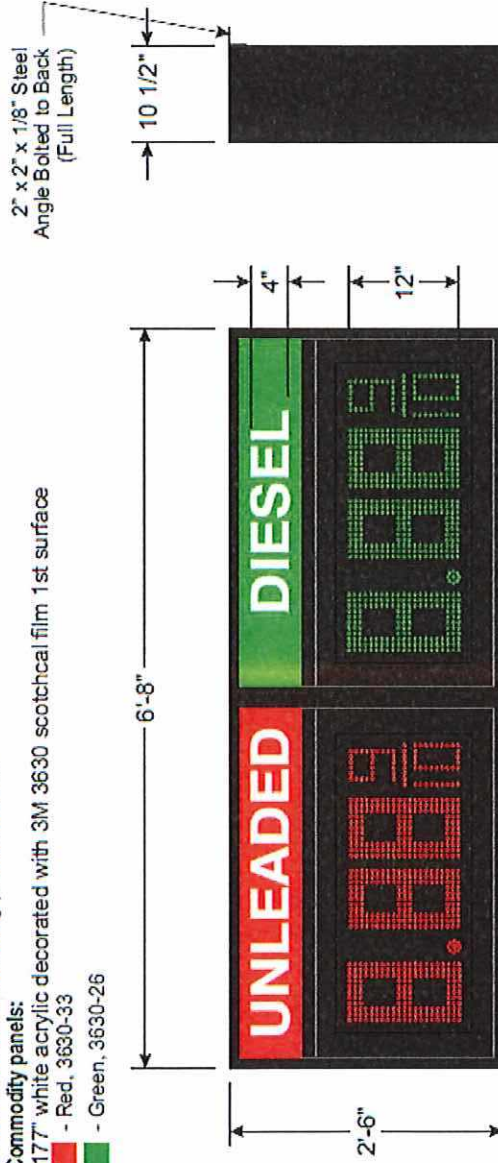
Standard Commodities/Colors shown.
IF non-standard (PREMIUM, E85, etc...) Specify in Coupa "NOTES"

CONSTRUCTION:

- Fabricate a double product S/F LED price sign; using 12" LED units
- Illumination: 12VDC LED backlighting.
- Cabinet: Aluminum housing painted black
- Commodity panels:
 - 177" white acrylic decorated with 3M 3630 scotchcal film 1st surface
 - Red, 3630-33
 - Green, 3630-26

ELECTRICAL:

- 120 VAC, Total circuits 2, 10A recommended
- Circuit 1 (LIGHTS) 1 A
- Circuit 2 (LED price) 1 A



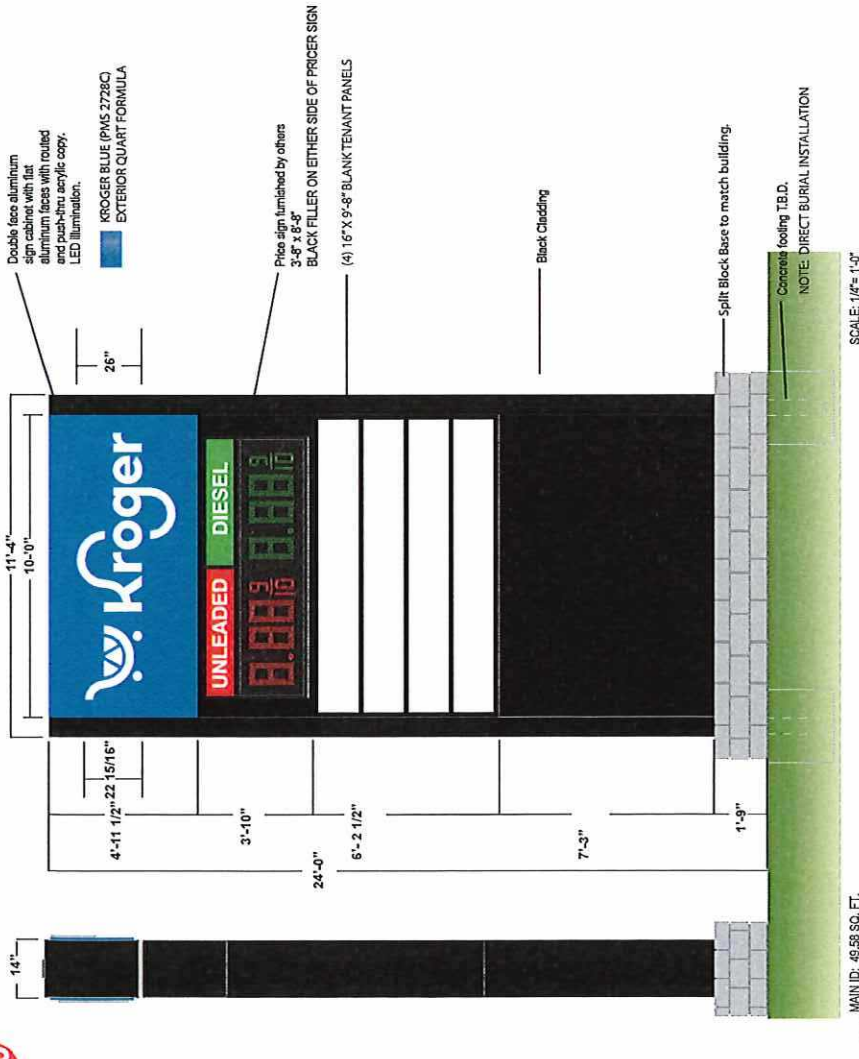
ELEVATION

SCALE: 3/4" = 1'-0"

END VIEW

*Contact Landmark to discuss your specific needs.

SIGN AREA: 16.67 sqft



MAIN ID: 40.58 SQ. FT.
PRICE SIGN: 38.33 SQ. FT.
TENANT PANELS: 62.08 SQ. FT.
TOTAL SQ. FT.: 140.99 SQ. FT.

SEE FOLLOWING PAGE FOR PRICE SIGN SPECIFICATION SHEET.
DIGITAL PRICE SIGN ORDERED BY KROGER (PROVIDED BY OTHERS)
PERMITTED AND INSTALLED BY CUMMINGS



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CUSTOMER APPROVAL:

Rev. #1
Rev. #2
Rev. #3

DATE

BY

DATE

BY



DRAWING NO:
1375295708.06

DATE: 10.22.2024
S. Hawke

18in Double Product, Double Face

Coupa # 555009 (Part number also used for retrofitting existing custom signs)

Standard Commodities/Colors shown.

IF non-standard (PREMIUM, E85, etc...) Specify in Coupa "NOTES"

CONSTRUCTION:

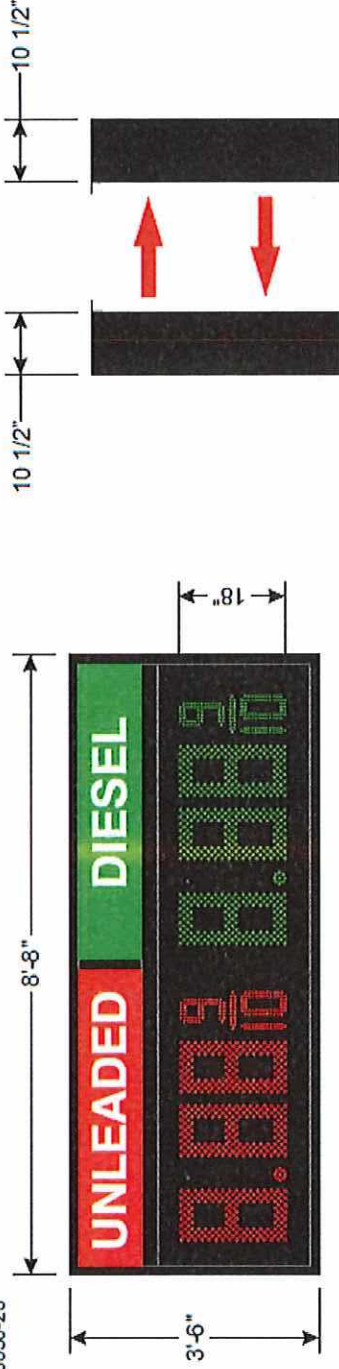
- Fabricate a double product S/F LED price sign; using 18" LED units, (1x) red & (1x) green.
- Illumination: 12VDC LED backlighting.
- Cabinet: .080" aluminum painted black.
- Commodity panels:

.177" white acrylic decorated with 3M 3630 scotchcal film 1st surface

- - Red, 3630-33
- - Green, 3630-26

ELECTRICAL:

120 VAC, Total circuits 2, 10A recommended
Circuit 1 (LIGHTS) 1A
Circuit 2 (LED price) 1.5A



Bolted together or install
as necessary

*Contact Landmark to discuss your specific needs.

SIGN AREA: 30.3 sqft

EXHIBIT C

Description of the Turn
Lanes

ESCROW AGREEMENT REGARDING ALTA 3EIGHTY OFF-SITE IMPROVEMENTS

This **ESCROW AGREEMENT REGARDING US 380 & FM2931 TIA Recommended Improvements ("Escrow Agreement")** is entered into by and between Little Elm 380 Plaza, LLC, a Texas limited liability company ("**Azure Plaza**"), and the Town of Little Elm, Texas, ("**Town**"), to be effective October 2, 2024.

RECITALS

WHEREAS, Azure Plaza is the owner of that certain property known as Lots 7 and 8, Block A, situated in the Town of Little Elm, Denton County, Texas, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein (the "**Property**").

WHEREAS, Azure Plaza is constructing a retail strip building on the Property (the "**Project**").

WHEREAS, The Town has requested that Plaza deposit \$89,760.00 (the "**Escrow Funds**") in escrow with the Town. The Town plans to use the Escrow Funds to partially fund the construction of right-hand turn lanes (the "**Turn Lane Construction**") to be built in connection with a proposed future widening of Highway 380 near the Project, as depicted on **Exhibit "B"** attached hereto (the "**Highway 380 Expansion**").

NOW, THEREFORE, the parties to this Escrow Agreement agree as follows:

AGREEMENTS

1. The parties to this Escrow Agreement acknowledge that the RECITALS are true and correct and constitute a part of this Escrow Agreement.

2. The Town, by its execution of this Escrow Agreement: (i) acknowledges the receipt of the Escrow Funds from Azure Plaza (ii) agrees to deposit the Escrow Funds in an FDIC insured interest-bearing account over which the Town has exclusive control; and (iii) agrees to disburse the Escrow Funds solely in accordance with the terms and conditions set forth in this Escrow Agreement. Interest, if any, earned on the Escrow Funds shall be retained by the Town as earned to offset the administrative costs of maintaining the escrow account.

3. The Escrow Funds shall be used by the Town solely for the purposes for which such funds were escrowed for the off-site improvements as set forth in the Kimley-Horn Traffic Impact Analysis dated February 26, 2021 and revised on March 31, 2021, April 26, 2021 and May 5, 2021.

4. Each of the parties to this Escrow Agreement acknowledges and agrees that: (i) it has the requisite power and authority to enter into this Escrow Agreement; (ii) this Escrow Agreement has been duly authorized and approved; and (iii) the person executing this Escrow Agreement on its behalf has been duly authorized to do so.

5. If a future Property Owners Association ("**POA**") is formed to cover ALTA 380 Addition Block A, Lots 1-11, the Town shall promptly assign the Escrow Funds to the POA, and the POA will facilitate the construction of the improvements. The future POA will be responsible for any future assessments related to the improvements. Azure Plaza agrees to join the POA upon final approval of the POA documents in a form reasonably acceptable to Azure Plaza, which acceptance shall not unreasonably be withheld.

6. By signing this Agreement, the Town represents and warrants that, as of the Effective Date, Azure Plaza has complied with any and all requirements or conditions of the Approvals for the Project. Upon Azure Plaza's delivery of the Escrow Funds to the Town, the Town will issue the Approvals (as defined in paragraph 9, below) on or before the Approval Deadline (as defined in paragraph 9, below) without further requirements or conditions.

7. The Town agrees that the Escrow Funds shall be the maximum amount that the Town will request or require that Azure Plaza, as owner of the Property, or any of its successors or assigns as future owners of the Property, contribute to the Turn Lane Construction, regardless of whether the actual costs of the Turn Lane Construction exceed the amount of the Escrow Funds (provided the foregoing shall not constitute a representation or warranty by the Town that a future POA may not request additional funds from Azure Plaza or any successor owner of the Property for the Turn Lane Construction). The Town further agrees that it will not require Azure Plaza to contribute any additional funds to the Turn Lane Construction as a requirement for the issuance of any future Approval (e.g., building permit, occupancy of the project etc).

8. If the Town fails to issue the Approvals by the Approvals Deadline, the Town shall immediately refund the entirety of the Escrow Funds to Azure Plaza without any further action required by either Party within thirty (30) days of the Approval Deadline (the "**Reimbursement Deadline**").

9. The Town agrees that no later than five (5) business days after Azure Plaza posts the Escrow Funds with the Town (the "**Approvals Deadline**"), the Town will issue the pending permits/licenses for The Project and all other certificates, permits, licenses, and permissions controlled by the Town that are necessary to approve the occupancy of the Project in future (the "**Approvals**").

10. The Town hereby agrees to hold, invest, and disburse the Escrow Funds and any earnings and interest thereon in accordance with the terms of this Agreement. The Town further agrees that the Escrow Funds held by the Town hereunder shall be segregated from all other property held by the Town and shall be identified as being held in connection with this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

Azure PLAZA:

Little Elm 380 Plaza, LLC,
A Texas limited liability company

By: Little Elm 380 Plaza, LLC,
a Texas limited liability company
Its Manager

By: P. Sudhakar Peravali
Sudhakara Peravali, Manager

THE TOWN:

THE TOWN OF LITTLE ELM

Signed by:
Signature Matt Mueller
27A1329A2C794F5...
Print Name:

Title: Town Manager

LOTS: 7 & 8
 Exhibit A
 THE PROPERTY

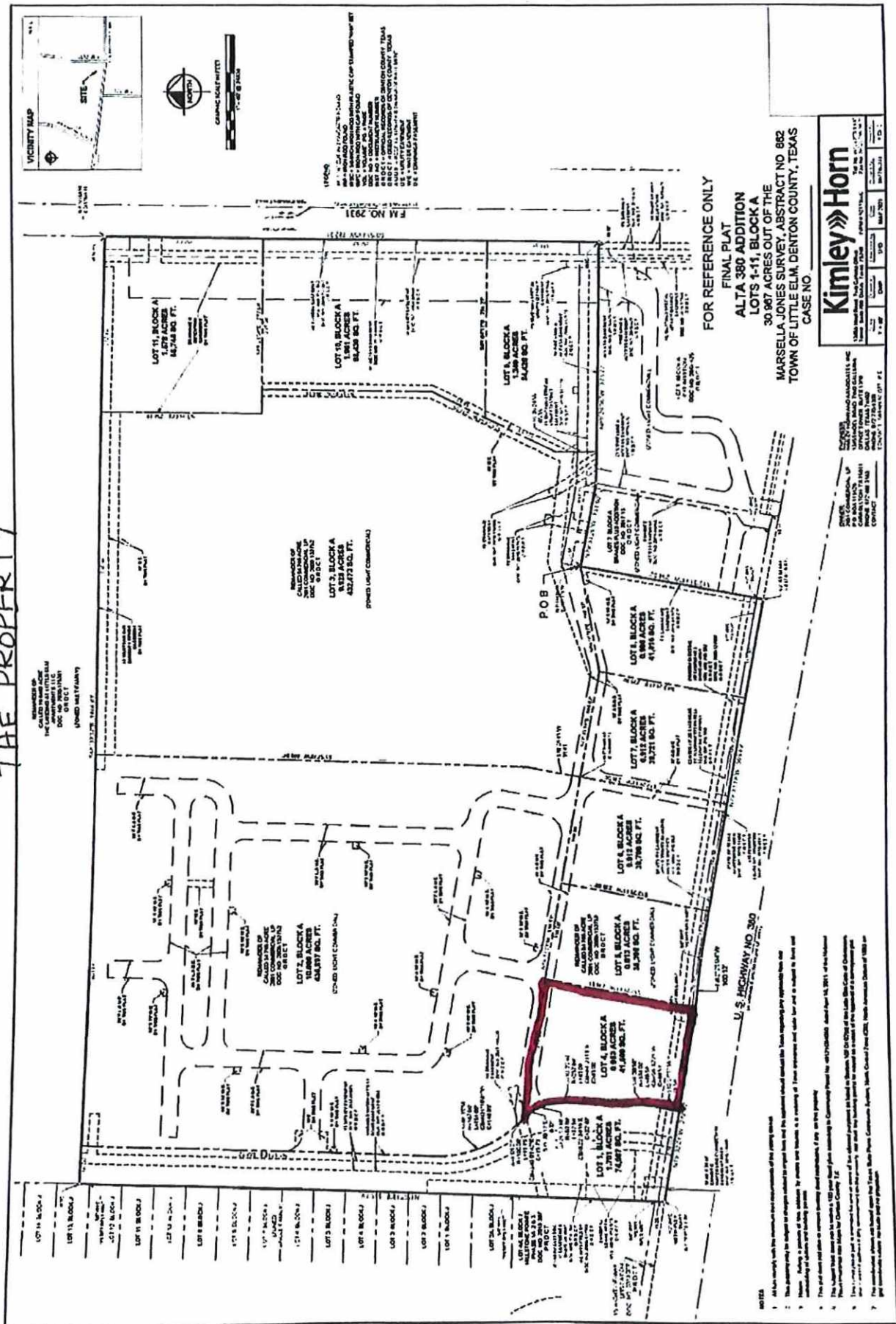
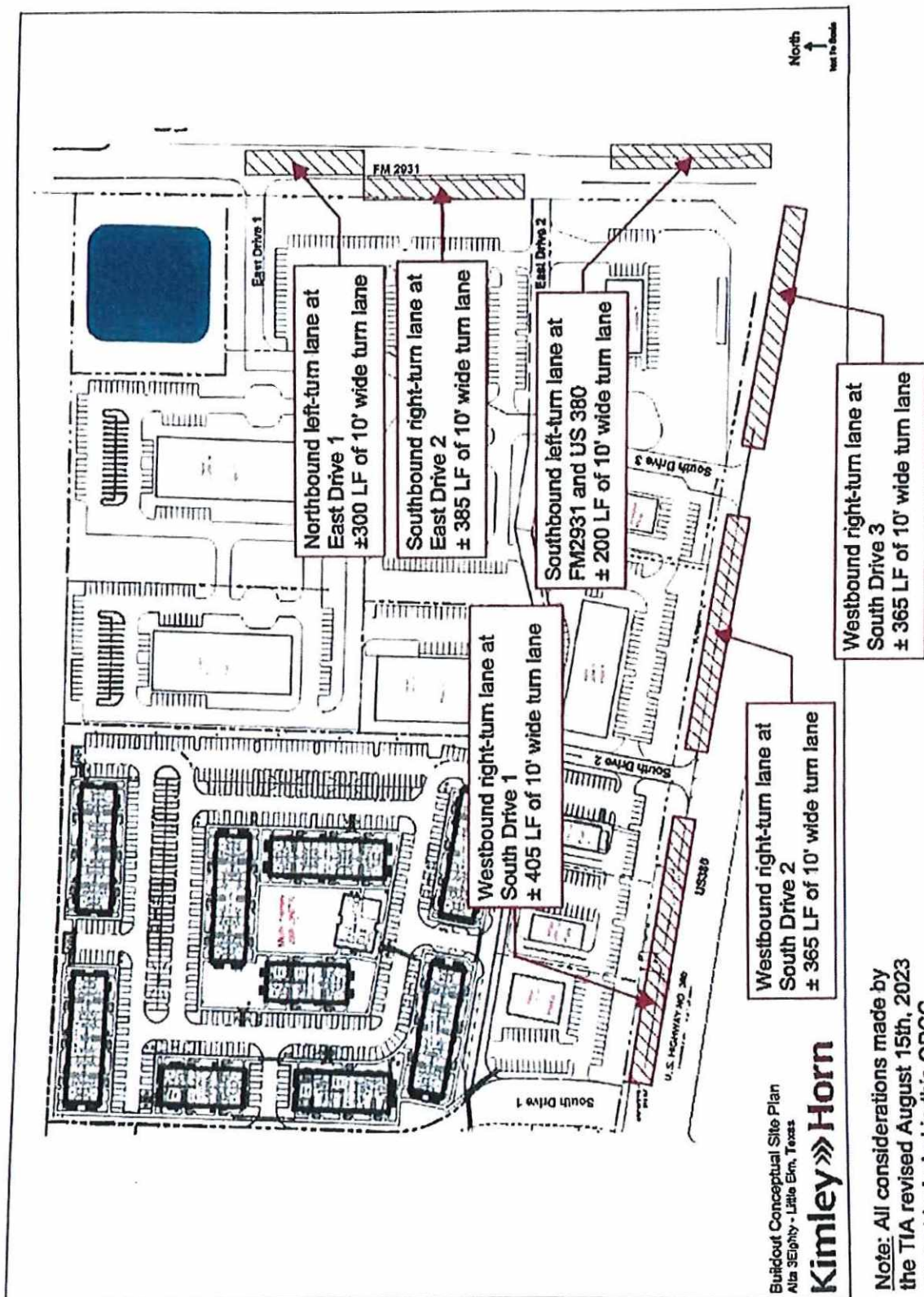


Exhibit "B"
Depiction of Turn Lane Improvements



Note: All considerations made by the TIA revised August 15th, 2023 are not included in this OPCC

08/31/2023

Town of Little Elm

Conceptual Level Project Cost Projection

Kimley-Horn

Date: Feb 26, 2024

Project Information:
Name: US 380 & FM 2931 TIA Recommendation Improvements
Description: PRE-DESIGN opinion of probable cost for turn lane roadway improvements along US 380 and FM 2931 to access existing and future development. Resulting configuration per the TIA prepared by Kimley-horn dated August 15, 2023. Reference Exhibit A - Four (4) right turn lanes, two (2) left turn lanes. Additional considerations included at the end.

Roadway Construction Cost Projection:				
Item Description	Quantity	Unit	Unit Price	Item Cost
Unclassified Excavation	1,740	CY	\$ 87.00	\$ 151,377
8" Flexible Base	740	CY	Inc. in Pavement cost	
10" Reinforced Concrete Pavement & Curb	3,000	SY	\$ 90.00	\$ 270,000
18" RCP	85	LF	\$ 175.00	\$ 14,875
30" RCP	35	LF	\$ 225.00	\$ 7,875
18" Headwall	4	EA	\$ 6,500.00	\$ 26,000
30" Headwall	1	EA	\$ 8,500.00	\$ 8,500
Traffic Control, Pavement Markings, Roadway Drainage, and Erosion Control	1	EA	\$ 20,000.00	\$ 20,000
10% Contingency				
Engineering Design Fee (10%)				\$ 49,863
Construction Cost Total:				\$ 49,863
				\$ 598,400

The Consultant has no control over the cost of labor, materials, equipment, or the Contractor's methods of determining prices or competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Reference Exhibit A for locations of improvements

EXHIBIT D

The
Declarations

Denton County
Juli Luke
County Clerk

Instrument Number: 137066

ERecordings-RP

ASSIGNMENT

Recorded On: December 18, 2024 11:59 AM

Number of Pages: 8

" Examined and Charged as Follows: "

Total Recording: \$53.00

***** 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.

File Information:

Document Number: 137066
Receipt Number: 20241218000262
Recorded Date/Time: December 18, 2024 11:59 AM
User: William D
Station: Station 8

Record and Return To:

Simplifile



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.

Juli Luke
County Clerk
Denton County, TX

ASSIGNMENT OF DECLARANT RIGHTS AND OBLIGATIONS,

**SECOND AMENDMENT TO DECLARATION OF RESTRICTION AND CROSS-ACCESS
AGREEMENT AND**

**SECOND AMENDMENT TO DECLARATION OF COVENANTS (LITTLE ELM DETENTION
FACILITIES**

THIS ASSIGNMENT OF DECLARANT RIGHTS AND OBLIGATIONS AND SECOND AMENDMENT TO DECLARATION OF RESTRICTION AND CROSS-ACCESS AGREEMENT AND SECOND AMENDMENT TO DECLARATION OF COVENANTS (LITTLE ELM DETENTION FACILITIES) (this "Assignment") is made effective as of this 18th of December, 2024 (the "Effective Date"), by **LITTLE ELM 380 2931 PARTNERS LLC**, a Texas limited liability company ("Declarant") and **KROGER TEXAS L.P.**, an Ohio limited partnership ("Successor Owner"). Any capitalized terms not defined in this Assignment shall bear the meanings given to them in the Declaration (as defined below).

RECITALS

A. Declaration of Covenants, Conditions, Easements and Restrictions, dated May 1, 2015, filed May 8, 2015, executed by 2931 Commercial, LP, recorded under Clerk's File No. 2015-49068 in the Real Property Records, Denton County, Texas; together with First Amendment filed February 28, 2017, recorded under Clerk's File No. 2017-23491, Real Property Records, Denton County, Texas;

B. Declaration of Easements and Restrictions, dated May 1, 2015, filed May 8, 2015, executed by 2931 Commercial, LP, recorded under Clerk's File No. 2015-49069, together with Correction Instrument filed February 10, 2016, recorded under Clerk's File No. 2016-14422 and First Amendment filed February 28, 2017, recorded under Clerk's File No. 2017-23492, Real Property Records, Denton County, Texas; as affected by Release of Property from Section 3a of the Declaration of Covenants, Conditions, Easements and Restrictions, dated July 15, 2021, executed by 2931 Commercial LP, filed July 16, 2021 and recorded under Clerk's File No. 2017-128722, Official Public Records, Denton County, Texas;

C. Declaration of Easements and Restrictions, dated September 8, 2016, filed September 9, 2016, executed by 2931 Commercial, LP, recorded under Clerk's File No. 2016-112573 in the Real Property Records, Denton County, Texas; together with First Amendment filed December 9, 2016, recorded under Clerk's File No. 2016-154989 and Second Amendment filed February 28, 2017, recorded under Clerk's File No. 2017-23493;

D. Declaration of Easements and Restrictions, dated May 25, 2017, filed May 25, 2017, executed by 2931 Commercial, LP, recorded under Clerk's File No. 2017-61883 in the Real Property Records, Denton County, Texas;

E. Declaration of Covenants (Little Elm Detention Facilities) (the "Declaration of Covenants"), dated July 15, 2021, executed by 2931 Commercial LP, filed July 16, 2021, recorded under Clerk's File No. 2021-128724, Official Public Records, Denton County, Texas.

F. Declaration of Restrictions and Cross-Access Agreement (the "Declaration of Restrictions"), dated July 15, 2021, executed by 2931 Commercial LP, filed July 16, 2021, recorded under Clerk's File No. 2021-128723, Official Public Records, Denton County, Texas. (collectively, the "Declaration")

G. Pursuant to the terms of that certain Assignment of Declarant Rights and Obligations and Amendment to Declaration of Restriction and Cross-Access Agreement and Amendment to Declaration of Covenants (Little Elm Detention Facilities) relating to the Declaration, Declarant holds certain powers, rights and authority in connection with certain obligations regarding improvements including but not limited to Access and Entry Drives and Detention Facilities, without limitation, the right, but not the obligation, to charge other owners of the Tracts for a proportionate share of the operating costs and the ad valorem taxes assessed from time to time for the Access and Entry Drives and Detention Facilities (collectively, the "Declarant Rights").

H. The Declaration of Covenants provides for the assignment of Declarant Rights with an amendment to the Declaration of Covenants.

I. The Declaration of Restrictions provides for the assignment of Declarant Rights with an amendment to the Declaration of Restriction.

J. Declarant conveyed a portion of the Tracts, as more particularly described on Exhibit A attached hereto ("Property"), to Successor Owner, which Property includes the Detention Tract.

K. In connection with said conveyance, Declarant desires to assign to Successor Owner the Declarant Rights.

NOW, THEREFORE, for \$10.00 in hand paid by Successor Owner to Declarant, and in consideration of the premises stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

AGREEMENTS

1. Assignment of Declarant Rights. Declarant hereby assigns, conveys and sets over unto Successor Owner all of the Declarant Rights. Further, Declarant agrees to and does indemnify and hold Successor Owner harmless against any and all liabilities, obligations, claims, damages, costs and expenses, including without limitation, court costs, and obligations of the "Declarant" under the Declaration, arising or accruing prior to the Effective Date hereof. Declarant is hereby released from all Declarant Rights from and after the Effective Date.
2. Assumption of Declarant Rights. Successor Owner hereby assumes all of the Declarant Rights and agrees to and does indemnify and hold Declarant harmless against any and all liabilities, obligations, claims, damages, costs and expenses, including without limitation, court costs, and obligations of the "Declarant" under the Declaration, first arising or accruing on or after the Effective Date hereof. Nothing herein shall preclude the Successor Owner from further assigning the Declarant Rights with the execution of an additional assignment and assumption amendment.
3. Governing Law. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Assignment.
4. Effectiveness. This Assignment is effective as of the Effective Date. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.
5. Severability Clause. If any term or provision of this Assignment shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Assignment shall not be affected

thereby, but each remaining terms and provisions shall be valid and enforceable to the fullest extent permitted by law.

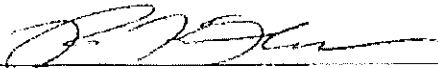
6. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Attached Hereto.]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

Declarant:

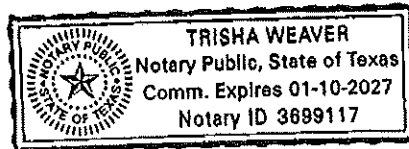
LITTLE ELM 380 2931 PARTNERS LLC,
a Texas limited liability company


By: 
Name: Peter K. Flowers
Title: Manager

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 18th day of December, 2024, by Peter K. Flowers, as Manager of LITTLE ELM 380 2931 PARTNERS LLC, a Texas limited liability company, 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.

WITNESS my hand and Notarial Seal this 18th day of December, 2024.




Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

Successor Owner:

KROGER TEXAS L.P.,
an Ohio limited partnership

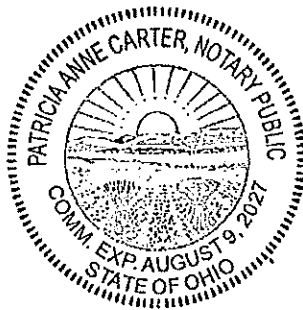
By: Stacey M. Heiser
Name: Stacey M. Heiser
Title: Vice President



STATE OF OHIO §
COUNTY OF HAMILTON §

This instrument was acknowledged before me on this 17th day of December, 2024, by Stacey Heiser, as Vice President of KROGER TEXAS L.P., an Ohio limited partnership, 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.

WITNESS my hand and Notarial Seal this 17th day of December, 2024.



Patricia Anne Carter
Notary Public, State of Ohio
Printed Name: PATRICIA ANNE CARTER
My Commission Expires: August 9, 2027

Exhibit A

Being a 14.33 acre tract of land out of the M. Jones Survey, Abstract No. 662, situated in Denton County, Texas, being all of Lots 3, 9, and 10, and part of Lot 11, Block A, of ALTA 380 Addition, a subdivision of record in Document Number 2022-190 of the Plat Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an "X" cut found in the west right-of-way line of F.M. Road 2931 (right-of-way width varies), being in the north line of CST Addition, a subdivision of record in Document Number 2015-425 of said Plat Records, and being the southeast corner of said Lot 9;

THENCE, leaving the west right-of-way line of F.M. Road 2931, along the south lines of said Lots 9 and 3, in part being the common north line of said CST Addition, in part being the common north line of Brakes Plus Addition, a subdivision of record in Document Number 2017-13 of said Plat Records, and in part being the common north lines of Lots 8 and 7, Block A, of said ALTA 380 Addition, the following four (4) courses and distances:

1. N89°20'36"W, a distance of 353.81 feet to an "X" cut found at the northwest corner of said CST Addition and the northeast corner of said Brakes Plus Addition;
2. N79°33'26"W, a distance of 131.50 feet to an "X" cut found at the northwest corner of said Brakes Plus Addition and the northeast corner of said Lot 8;
3. S79°55'59"W, a distance of 169.01 feet to an "X" cut found at the northwest corner of said Lot 8 and the northeast corner of said Lot 7;
4. N79°33'19"W, a distance of 169.02 feet to an "X" cut found at the northwest corner of said Lot 7, being the northeast corner of Lot 6, Block A, of said ALTA 380 Addition, the southeast corner of Lot 2, Block A, of said ALTA 380 Addition, and the southwest corner of said Lot 3;

THENCE, along the east line of said Lot 2 and the common west line of said Lot 3, the following two (2) courses and distances:

1. N10°26'41"E, a distance of 85.61 feet to a 5/8 inch iron rod with yellow plastic cap stamped "REAL SEARCH 5696" found;
2. N01°57'18"E, a distance of 690.04 feet to a 5/8 inch iron rod with yellow plastic cap stamped "REAL SEARCH 5696" found in the south line of The Landing at Little Elm, a subdivision of record in Document Number 2021-172 of said Plat Records, being the northeast corner of said Lot 2 and the northwest corner of said Lot 3;

THENCE, S88°30'32"E, along the south line of said The Landing at Little Elm, in part being the common north line of said Lot 3, and in part being the common north line of said Lot 11, a distance of 789.65 feet to a 5/8 inch iron rod with illegible red plastic cap found in the west right-of-way line of F.M. Road 2931, being the northeast corner of said Lot 11;

THENCE, along the west right-of-way line of F.M. Road 2931, in part being the common west line of a tract of land conveyed as Parcel P00055767.001 to The State of Texas by deed of record in Document Number 2024- 36116 of the Official Records of Denton County, Texas, and in part being the common east lines of said Lots 11, 10, and 9, the following five (5) courses and distances:

1. S00°55'50"W, a distance of 44.19 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
2. S45°54'50"W, a distance of 27.87 feet to an "X" cut set;

3. S00°54'50"W, a distance of 31.17 feet to a 5/8 inch iron rod with pink plastic cap stamped "TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MONUMENT" found;
4. S44°05'10"E, a distance of 27.84 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
5. S00°55'50"W, a distance of 667.61 feet to the POINT OF BEGINNING, and containing an area of 14.33 acres (624,298 square feet) of land.

Denton County
Juli Luke
County Clerk

Instrument Number: 137067

ERecordings-RP

AMENDMENT

Recorded On: December 18, 2024 11:59 AM

Number of Pages: 22

" Examined and Charged as Follows: "

Total Recording: \$109.00

***** 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.

File Information:

Document Number: 137067
Receipt Number: 20241218000262
Recorded Date/Time: December 18, 2024 11:59 AM
User: William D
Station: Station 8

Record and Return To:

Simplifile



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.

Juli Luke
County Clerk
Denton County, TX

**FIRST AMENDMENT TO DECLARATION OF COVENANTS
AND DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND DEVELOPMENT AGREEMENT (this "First Amendment") is made effective on the 18th day of December, 2024 ("**Effective Date**"), by and among **Alta 3Eighty, LLC**, a Delaware limited liability company ("**Multifamily Developer**"), **Little Elm 380 Plaza LLC**, a Texas limited liability company ("**Little Elm 380**"), **N&W Ventures, Inc.**, a Texas corporation ("**N&W**"), and **Kroger Texas L.P.**, an Ohio limited partnership ("**Kroger**").

1. Recitals.

1.1 Kroger is the owner of that certain tract or parcel of land described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Kroger Parcel**"). Multifamily Developer is the owner of that certain tract or parcel of land described in **Exhibit "B"** attached hereto and incorporated herein by this reference (the "**Multifamily Parcel**"). Little Elm 380 is the owner of those certain tracts or parcels of land described in **Exhibit "C"** attached hereto and incorporated herein by this reference (the "**Little Elm 380 Parcels**"). N&W is the owner of that certain tract or parcel of land described in **Exhibit "D"** attached hereto and incorporated herein by this reference (the "**N&W Parcel**"). The Multifamily Parcel, Little Elm 380 Parcels, N&W Parcel, and the Kroger Parcel are hereinafter collectively referred to as the "**Shopping Center**" and are sometimes referred to herein individually as a "**Parcel**" and collectively as the "**Parcels**". The Multifamily Developer, Little Elm 380, N&W, and Kroger are sometimes referred to herein individually as an "**Owner**" and collectively as the "**Owners**".

1.2 The Parcels are encumbered by that certain Declaration of Covenants (the "**Original Declaration**") dated July 15, 2021, executed by 2931 Commercial LP, a Texas limited partnership ("**2931 LP**"), and recorded as Instrument No. 2021-128724 in the Real Property Records of Denton County, Texas (the "**County Records**"). The Declaration has been assigned and amended pursuant to the terms of (a) that certain Assignment of Declarant Rights and Obligations, Amendment to Declaration of Restrictions and Cross-Access Agreement and Amendment to Declaration of Covenants (Little Elm Detention Facilities) (the "**First Assignment**") dated July 23, 2021, executed by 2931 LP and Little Elm 380 2931 Partners, LLC, a Texas limited liability company ("**Little Elm Partners**"), and recorded as Instrument No. 2021-133265 in the County Records, and (b) that certain Assignment of Declarant Rights and Obligations, Second Amendment to Declaration of Restrictions and Cross-Access Agreement and Second Amendment to Declaration of Covenants (Little Elm Detention Facilities) (the "**Second Assignment**") dated December 18, 2024, executed by Little Elm Partners and Kroger, and recorded or to be recorded in the County Records. The Original Declaration, as assigned and amended by the First Assignment and the Second Assignment shall be hereinafter referred to collectively as the "**Declaration**". Pursuant to the terms of the Second Assignment, the Declarant Rights (as defined in the Second Assignment) were assigned to, and assumed by, Kroger.

1.3 Multifamily Developer and 2931 Commercial LP, a Texas limited partnership, entered into a Development Agreement dated July 15, 2021 (the "**Development Agreement**"),

pursuant to which Multifamily Developer completed construction of the Detention Facilities on the Detention Tract (as both are defined in the Declaration) in accordance with the terms of the Development Agreement.

1.4 The Detention Tract is part of the Kroger Parcel.

1.5 The Owners desire to enter into this First Amendment to permit Kroger to relocate and reconfigure the Detention Tract and Detention Facilities within the Kroger Parcel, as hereinafter provided.

2. Relocation of Detention Facilities.

2.1 Commencing on the Effective Date, the legal description of the Detention Tract in Exhibit C of the Declaration is hereby deleted and replaced by the legal description of the Detention Tract set forth in **Exhibit "E"** attached hereto and incorporated herein by this reference, such that the Detention Tract shall be deemed for all purposes to include the land described in such **Exhibit "E"**.

2.2 Any contrary provision in the Declaration or the Development Agreement notwithstanding, the Owner of the Kroger Parcel shall be entitled, at its sole cost and expense, to relocate and expand the Detention Facilities within the Detention Tract (as described in **Exhibit "E"** attached hereto) and reconfigure and increase the capacity of the Detention Facilities to accommodate Kroger's development of the Kroger Parcel (the "**Detention Relocation**") and to accommodate the drainage requirements of the other Parcels. The Detention Relocation shall be completed substantially in accordance with the plans and specifications set forth on **Exhibit "F"** attached hereto and incorporated herein by this reference (the "**Detention Plans**"). Any modifications to the Detention Plans that materially reduce the capacity of the Detention Facilities, or materially and adversely affect the Owners' use and enjoyment of the easements conveyed in the Declaration, shall require the prior written approval of the Owners, which approval shall not be unreasonably withheld or delayed. Kroger shall be responsible for obtaining all governmental permits and approvals that may be required in connection with the Detention Relocation. The Owners agree to reasonably cooperate with Kroger, at no cost or expense to the Owners, in obtaining any such permits and approvals.

2.3 The Owner of the Kroger Parcel shall indemnify, defend and hold harmless the Owners and occupants of all Parcels from and against any and all liability, claims, damages, expenses (including reasonable attorneys' fees and reasonable attorneys' fees on any appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property to the extent arising directly from the Detention Relocation ("**Claims**"), however, in no event shall the foregoing indemnity include any Claims to the extent arising as a result of the sole negligence, gross negligence or willful misconduct of the indemnified person, or their respective agents, contractors or employees.

2.4 Pursuant to the terms of the Second Assignment, the Owner of the Kroger Parcel has assumed and agreed to perform all obligations of Declarant under the Declaration to maintain the Detention Tract and Detention Facilities, subject to reimbursement by the Owners for their

respective shares of Detention Maintenance Costs (as defined in the Declaration) in accordance with the terms of the Declaration.

3. General Provisions.

3.1 This First Amendment shall run with the land and shall inure to the benefit of and be binding upon the Owners, their heirs, personal representatives, successors and assigns, and upon any person acquiring a Parcel, or any portion thereof, or any interest therein, whether by operation of law or otherwise.

3.2 This First Amendment may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of each of the Owners, and then only by written instrument duly executed and acknowledged by each of the Owners, duly recorded in the County Records. No modification or termination of this First Amendment shall affect the rights of any lienholder unless the lienholder consents in writing to the modification or termination.

3.3 All notices given pursuant to this First Amendment shall be in writing and shall be given by personal delivery, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the person and address designated below or, in the absence of such designation, to the person and address shown on the then current real property tax rolls in the county in which the Shopping Center is located. All notices to the Developer or Kroger shall be sent to the person and address set forth below:

Multifamily
Developer: Alta 3Eighty, LLC
c/o Bridge Investment Group
111 East Sego Lily Drive, Suite 400
Salt Lake City, Utah 84070
Attn: Rachel Diller
Email: Rachel.diller@bridgeig.com

and a copy to: Alta 3Eighty, LLC
c/o Bridge Investment Group
111 East Sego Lily Drive, Suite 400
Salt Lake City, Utah 84070
Attn: Alex Jugant
Email: alex.jugant@bridgeig.com

Kroger: KROGER TEXAS L.P.
Real Estate Department
19245 David Memorial Dr.
Shenandoah, Texas 77385

and to: The Kroger Co.

Law Department
1014 Vine Street
Cincinnati, Ohio 45201

Little Elm 380: **Little Elm 380 Plaza LLC**
110 Rosedale Ct
Prosper TX, 75078
Attn: Sudhakara Peravali
peravali@yahoo.com

N&W: 100 E. Westhill Drive
Cleburne, Tx 76031
Attn: Lura Payne
Tigermt@sbcglobal.net

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other parties. All notices given pursuant to this First Amendment shall be deemed given upon receipt.

For the purpose of this First Amendment, the term "**receipt**" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to this section as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to this section, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of non-delivery by the sending party.

4. Joint and Several Obligations. In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

5. Recordation. This First Amendment shall be recorded in the County Records.

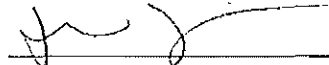
[Signatures follow]

EXECUTED as of the Effective Date.

ALTA 3EIGHTY, LLC

a Delaware limited liability company

By: Bridge Workforce II Holdings LLC
a Delaware limited liability company
Its: Managing Member

By: 
Name: Jonathan Slager
Title: Manager

KROGER TEXAS L.P., an Ohio limited partnership

By: KRGP LLC, an Ohio limited liability company, General Partner

By: _____
Name: Rick J. Landrum
Title: Vice President

LITTLE ELM 380 PLAZA LLC, a _____ limited liability company

By: _____
Name: _____
Title: _____

N&W VENTURES, INC., a _____ corporation

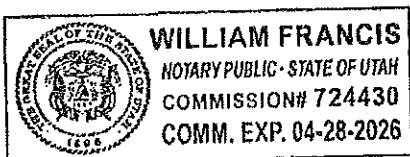
By: _____
Name: _____
Title: _____

List of Exhibits:

- Exhibit "A" - Description of Kroger Parcel
- Exhibit "B" - Description of Multifamily Developer Parcel
- Exhibit "C" - Description of Little Elm 380 Parcel
- Exhibit "D" - Description of N&W Parcel
- Exhibit "E" - Description of the Detention Tract
- Exhibit "F" - Plans and Specifications for the Detention Relocation

STATE OF Utah §
COUNTY OF Salt Lake §

This instrument was ACKNOWLEDGED before me this 4 day of December, 2024, by Jonathan Slager, manager of Bridge Workforce II Holdings LLC, a Delaware limited liability company, the Managing Member of ALTA 3EIGHTY, LLC, a Delaware limited liability company, on behalf of said limited liability company.



[Signature]
Notary Public, State of Utah

My Commission Expires: 04-28-2026

STATE OF §
COUNTY OF §

This instrument was ACKNOWLEDGED before me this ____ day of _____, 2024, by _____, _____ of LITTLE ELM 380 PLAZA LLC, a _____ limited liability company, on behalf of said limited liability company.

Notary Public, State of _____

My Commission Expires:

EXECUTED as of the Effective Date.

ALTA 3EIGHTY, LLC

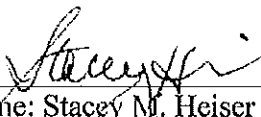
a Delaware limited liability company

By: Bridge Workforce II Holdings LLC
a Delaware limited liability company
Its: Managing Member

By: _____
Name: Jonathan Slager
Title: Manager

KROGER TEXAS L.P., an Ohio limited
partnership

By: KRGP LLC, an Ohio limited liability
company, General Partner

By:  _____
Name: Stacey M. Heiser
Title: Vice President



LITTLE ELM 380 PLAZA LLC, a _____ limited
liability company

By: _____
Name: _____
Title: _____

N&W VENTURES, INC., a _____ corporation

By: _____
Name: _____
Title: _____

STATE OF §
 §
COUNTY OF §

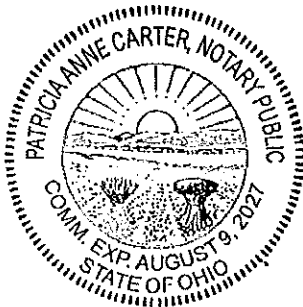
This instrument was ACKNOWLEDGED before me this ____ day of _____, 2024, by _____, _____ of **N&W VENTURES, INC.**, a _____ corporation, on behalf of said corporation.

Notary Public, State of _____

My Commission Expires:

STATE OF OHIO §
 §
COUNTY OF HAMILTON §

This instrument was ACKNOWLEDGED before me this 17th day of DECEMBER, 2024, by Stacey M. Heiser, Vice President of KRGP LLC, an Ohio limited liability company, General Partner of **KROGER TEXAS L.P.**, an Ohio limited partnership, on behalf of said limited liability company as General Partner of said limited partnership.



Patricia Anne Carter
Notary Public, State of Ohio

My Commission Expires: August 9, 2027

EXECUTED as of the Effective Date.

ALTA 3EIGHTY, LLC, a Delaware limited liability company

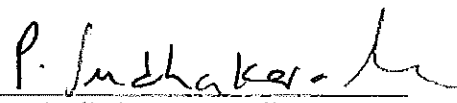
By: _____
Name: _____
Title: _____

KROGER TEXAS L.P., an Ohio limited partnership

By: KRGP LLC, an Ohio limited liability company, General Partner

By: _____
Name: Rick J. Landrum
Title: Vice President

LITTLE ELM 380 PLAZA LLC, a Texas limited liability company

By: 
Name: Sudhakara Peravali
Title: Managing Partner

N&W VENTURES, INC., a Texas corporation

By: _____
Name: _____
Title: _____

List of Exhibits:

- Exhibit "A" - Description of Kroger Parcel
- Exhibit "B" - Description of Multifamily Developer Parcel
- Exhibit "C" - Description of Little Elm 380 Parcel
- Exhibit "D" - Description of N&W Parcel
- Exhibit "E" - Description of the Detention Tract
- Exhibit "F" - Plans and Specifications for the Detention Relocation

STATE OF §
 §
COUNTY OF §

This instrument was ACKNOWLEDGED before me this ____ day of _____, 2024, by _____, of ALTA 3EIGHTY, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public, State of _____

My Commission Expires:

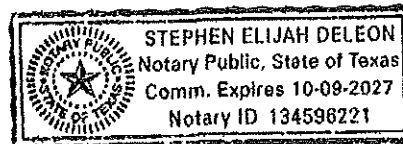
STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was ACKNOWLEDGED before me this 25 day of November, 2024, by SUDHAKARA PERAVALI, PARTNER of LITTLE ELM 380 PLAZA LLC, a TEXAS limited liability company, on behalf of said limited liability company.

P. Sudhakar. Rao

S. Elijah DeLeon
Notary Public, State of Texas

My Commission Expires: 10/09/2027



EXECUTED as of the Effective Date.

ALTA 3EIGHTY, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

KROGER TEXAS L.P., an Ohio limited partnership

By: KRGP LLC, an Ohio limited liability company, General Partner

By: _____
Name: Rick J. Landrum
Title: Vice President

LITTLE ELM 380 PLAZA LLC, a _____ limited liability company

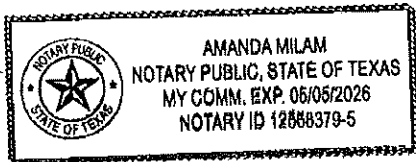
By: _____
Name: _____
Title: _____

N&W VENTURES, INC., a ^{Texas} Sub S corporation

By: Ruben Payne
Name: Ruben Payne
Title: President

STATE OF §
COUNTY OF §

This instrument was ACKNOWLEDGED before me this 10 day of November, 2024, by Luca Ramme, President of **N&W VENTURES, INC.**, a LLC corporation, on behalf of said corporation.
Texas



Amanda Milam
Notary Public, State of Texas

My Commission Expires: 6-5-2026

STATE OF OHIO §
COUNTY OF HAMILTON §

This instrument was ACKNOWLEDGED before me this ___ day of _____, 2024, by Rick J. Landrum, Vice President of KRGP LLC, an Ohio limited liability company, General Partner of **KROGER TEXAS L.P.**, an Ohio limited partnership, on behalf of said limited liability company as General Partner of said limited partnership.

Notary Public, State of Ohio

My Commission Expires:

Exhibit "A" - Description of Kroger Parcel

Being a 14.33 acre tract of land out of the M. Jones Survey, Abstract No. 662, situated in Denton County, Texas, being all of Lots 3, 9, and 10, and part of Lot 11, Block A, of ALTA 380 Addition, a subdivision of record in Document Number 2022-190 of the Plat Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an "X" cut found in the west right-of-way line of F.M. Road 2931 (right-of-way width varies), being in the north line of CST Addition, a subdivision of record in Document Number 2015-425 of said Plat Records, and being the southeast corner of said Lot 9;

THENCE, leaving the west right-of-way line of F.M. Road 2931, along the south lines of said Lots 9 and 3, in part being the common north line of said CST Addition, in part being the common north line of Brakes Plus Addition, a subdivision of record in Document Number 2017-13 of said Plat Records, and in part being the common north lines of Lots 8 and 7, Block A, of said ALTA 380 Addition, the following four (4) courses and distances:

1. N89°20'36"W, a distance of 353.81 feet to an "X" cut found at the northwest corner of said CST Addition and the northeast corner of said Brakes Plus Addition;
2. N79°33'26"W, a distance of 131.50 feet to an "X" cut found at the northwest corner of said Brakes Plus Addition and the northeast corner of said Lot 8;
3. S79°55'59"W, a distance of 169.01 feet to an "X" cut found at the northwest corner of said Lot 8 and the northeast corner of said Lot 7;
4. N79°33'19"W, a distance of 169.02 feet to an "X" cut found at the northwest corner of said Lot 7, being the northeast corner of Lot 6, Block A, of said ALTA 380 Addition, the southeast corner of Lot 2, Block A, of said ALTA 380 Addition, and the southwest corner of said Lot 3;

THENCE, along the east line of said Lot 2 and the common west line of said Lot 3, the following two (2) courses and distances:

1. N10°26'41"E, a distance of 85.61 feet to a 5/8 inch iron rod with yellow plastic cap stamped "REAL SEARCH 5696" found;
2. N01°57'18"E, a distance of 690.04 feet to a 5/8 inch iron rod with yellow plastic cap stamped "REAL SEARCH 5696" found in the south line of The Landing at Little Elm, a subdivision of record in Document Number 2021-172 of said Plat Records, being the northeast corner of said Lot 2 and the northwest corner of said Lot 3;

THENCE, S88°30'32"E, along the south line of said The Landing at Little Elm, in part being the common north line of said Lot 3, and in part being the common north line of said Lot 11, a distance of 789.65 feet to a 5/8 inch iron rod with illegible red plastic cap found in the west right-of-way line of F.M. Road 2931, being the northeast corner of said Lot 11;

THENCE, along the west right-of-way line of F.M. Road 2931, in part being the common west line of a tract of land conveyed as Parcel P00055767.001 to The State of Texas by deed of record in Document Number 2024-36116 of the Official Records of Denton County, Texas, and in part being the common east lines of said Lots 11, 10, and 9, the following five (5) courses and distances:

1. S00°55'50"W, a distance of 44.19 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
2. S45°54'50"W, a distance of 27.87 feet to an "X" cut set;
3. S00°54'50"W, a distance of 31.17 feet to a 5/8 inch iron rod with pink plastic cap stamped "TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MONUMENT" found;
4. S44°05'10"E, a distance of 27.84 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
5. S00°55'50"W, a distance of 667.61 feet to the **POINT OF BEGINNING**, and containing an area of 14.33 acres (624,298 square feet) of land.

Exhibit "B" - Description of Multifamily Developer Parcel

**LEGAL DESCRIPTION
ALTA 3EIGHTY APARTMENTS**

TRACT 1: FEE SIMPLE (*being comprised of Tracts 1A and 1B*)

TRACT 1A:

Lot 2, Block A, Alta 380 Addition, a Subdivision to the Town of Little Elm, Texas, Denton County, Texas, according to the plat thereof recorded under Clerk's File No. 2022-190, Plat Records, Denton County, Texas, and Certificate of Correction recorded as Clerk's File No. 2022-139248, Official Public Records of Denton County, Texas.

For Reference Purposes Only: Denton County Appraisal District Parcel ID No. 1003670 and 26535 E. University, Aubrey, TX 76227

TRACT 1B:

Lot 1, Block A, Alta 380 Addition, a Subdivision to the Town of Little Elm, Texas, Denton County, Texas, according to the plat thereof recorded under Clerk's File No. 2022-190, Plat Records, Denton County, Texas, and Certificate of Correction recorded as Clerk's File No. 2022-139248, Official Public Records of Denton County, Texas.

Exhibit "C" - Description of Little Elm 380 Parcel

Lots 4,5,7, and 8, Block A, ALTA 380 Addition, a subdivision to the Town of Little Elm, Denton County, Texas according to the plat thereof recorded under Clerk's File No. 2022-190, Plat Records, Denton County, Texas.

Exhibit "D" - Description of N&W Parcel

Lot 6, Block A, ALTA 380 Addition, a subdivision to the Town of Little Elm, Denton County, Texas according to the plat thereof recorded under Clerk's File No. 2022-190, Plat Records, Denton County, Texas..

Exhibit "E" – Description of the Detention Tract

LEGAL DESCRIPTION

Being a 2.532 acre tract of land out of the M. Jones Survey, Abstract No. 662, situated in Denton County, Texas, being a portion of Lots 10 and 11, Block A, of ALTA 380 Addition, a subdivision of record in Document Number 2022-190 of the Plat Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with illegible red plastic cap found in the West right-of-way line of F.M. Road 2931 (right-of-way width varies) and in the South line of that certain called 25-foot Right-of-Way Dedication of record in Document Number 2021-172 of said Plat Records, being the Northwest corner of that certain called 20-foot Right-of-Way Dedication of record in said ALTA 380 Addition and the Northeast corner of said Lot 11;

THENCE, S00°55'50"W, along the West right-of-way line of F.M. Road 2931, the common West line of said 20-foot Right-of-Way Dedication of record, and the common East line of said Lot 11, a distance of 44.19 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set for the **POINT OF BEGINNING**, being the North corner of a called Parcel P00055767.001 - 0.2459 acre tract of land conveyed to The State of Texas by deed of record in Document Number 2024-36116 of the Official Records of Denton County, Texas;

THENCE, leaving the West line of said 20-foot Right-of-Way Dedication of record, continuing along the West right-of-way line of F.M. Road 2931, being the common West line of said Parcel P00055767.001, the following three (3) courses and distances:

1. S45°54'50"W, a distance of 27.87 feet to a "X" cut set;

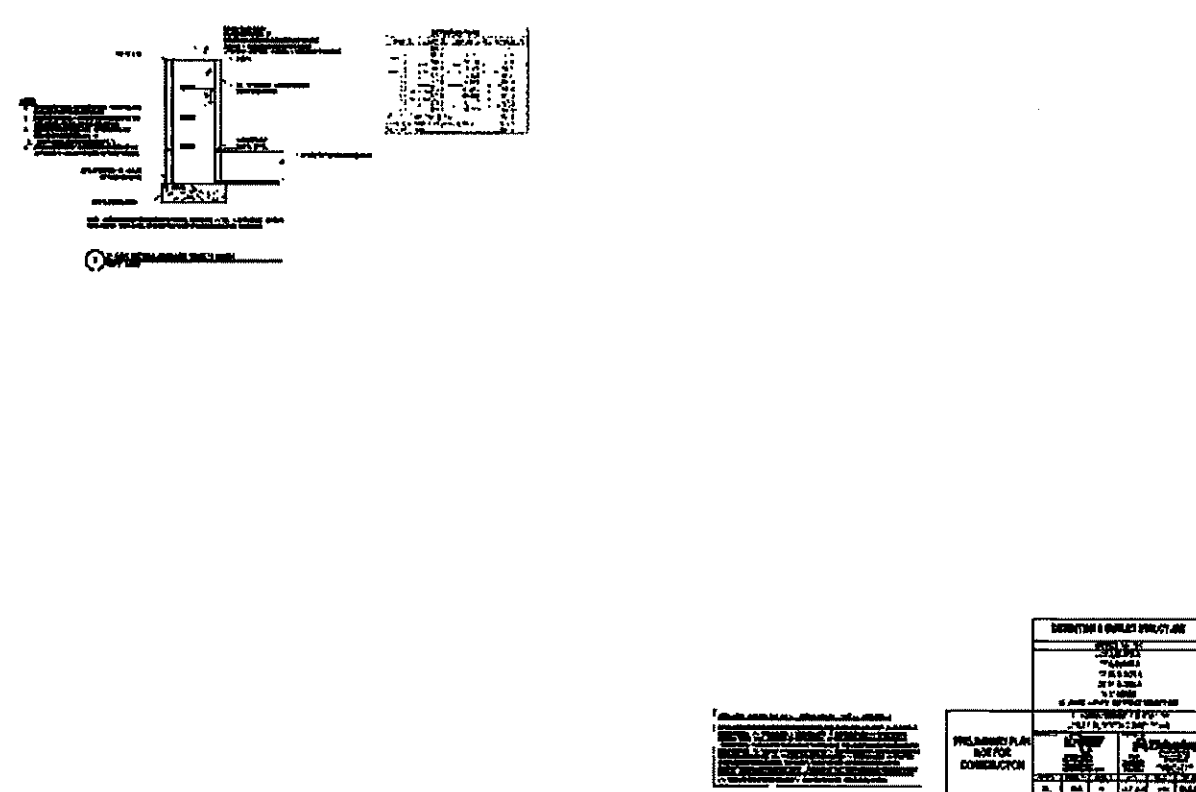
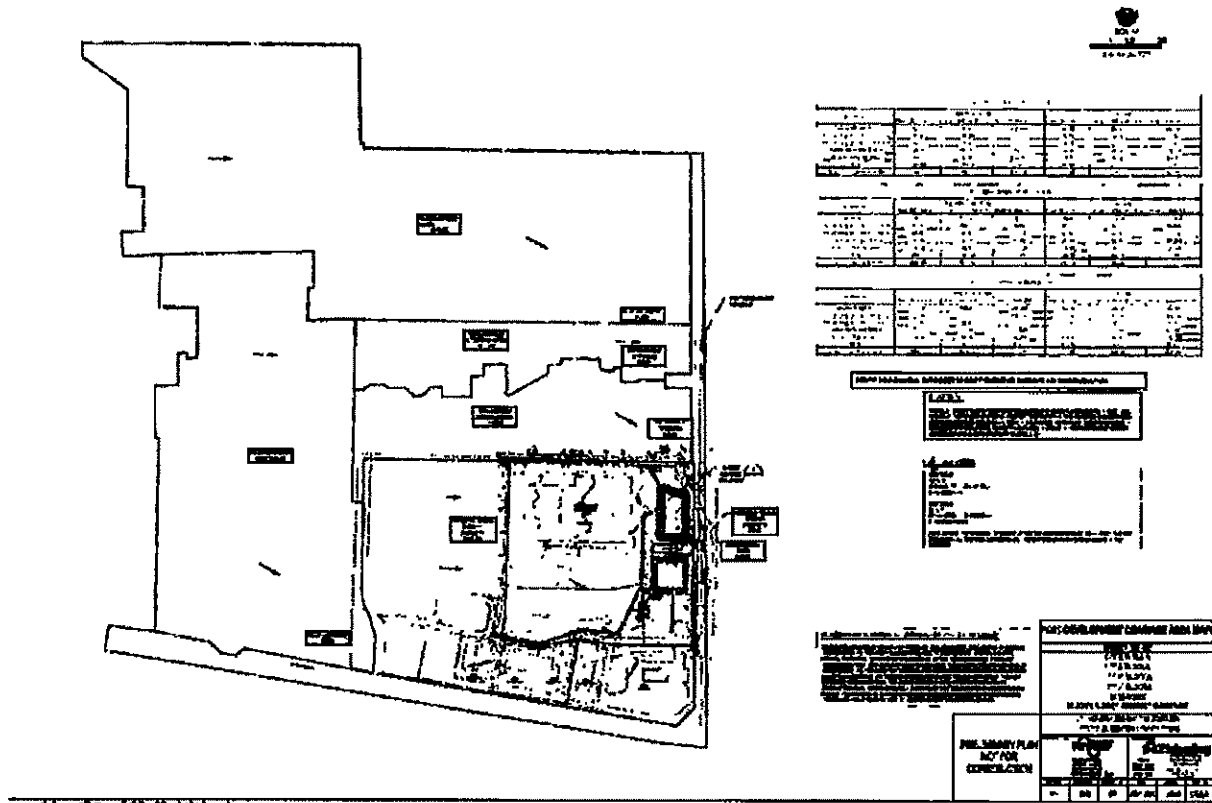
2. S00°54'50"W, a distance of 31.17 feet to a 5/8 inch iron rod with pink plastic cap stamped "TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MONUMENT" found;
3. S44°05'10"E, a distance of 27.84 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the West line of said 20-foot Right-of-Way Dedication of record, being the South corner of said Parcel P00055767.001;

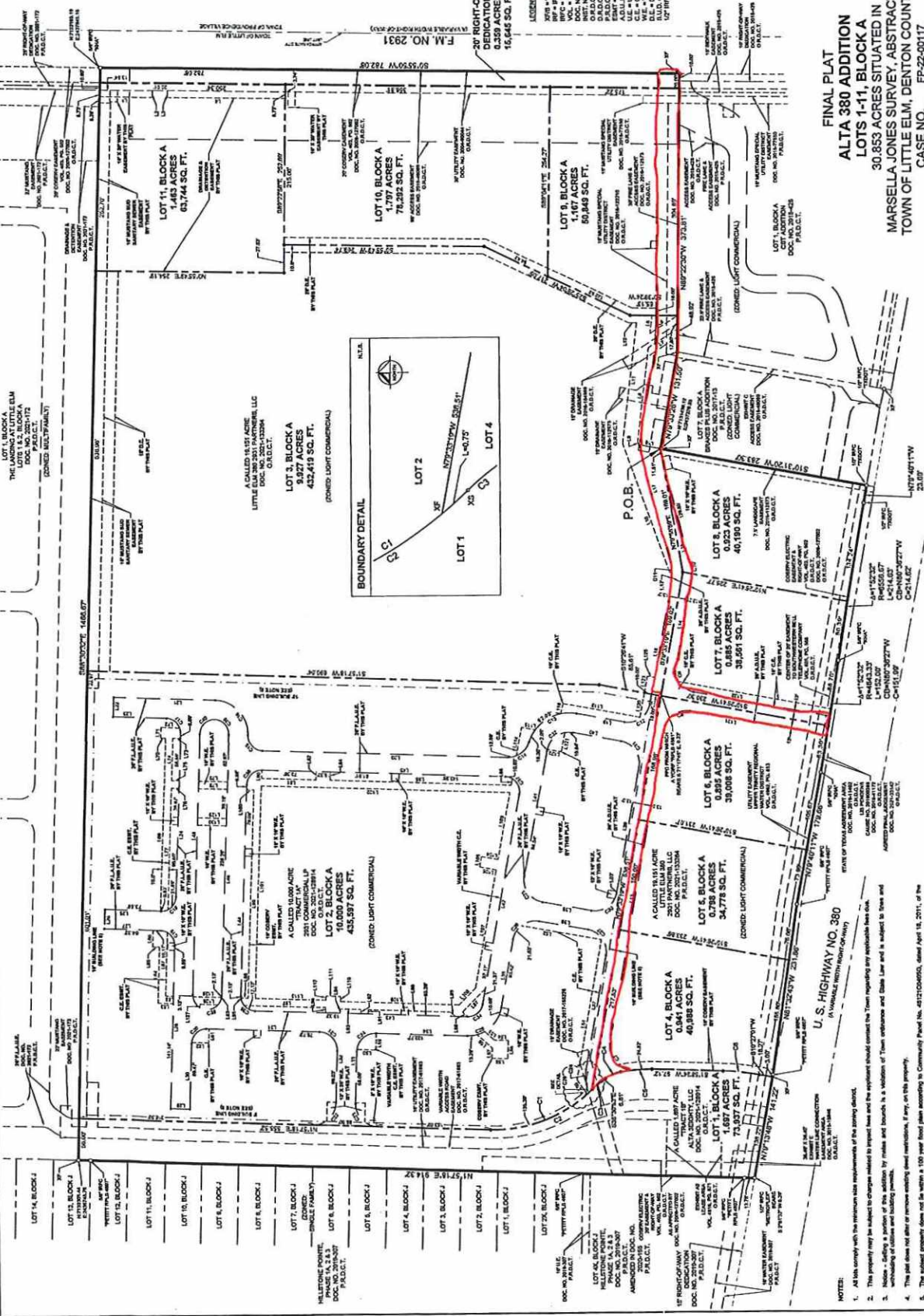
THENCE, S00°55'50"W, continuing along the West right-of-way line of F.M. Road 2931, the common West line of said 20-foot Right-of-Way Dedication of record, and the common East lines of said Lot 11 and Lot 10, passing a 5/8 inch iron rod with red plastic cap stamped "KHA" found at the Northeast corner of said Lot 10 and the Southeast corner of said Lot 11 at a distance of 135.58 feet, and continuing a total distance of 472.19 feet to a point from which a 5/8 inch iron rod with red plastic cap stamped "KHA" found at the Northeast corner of Lot 9, Block A, of said ALTA 380 Addition, being the Southeast corner of said Lot 10, bears S00°55'50"W, a distance of 20.20 feet;

THENCE, leaving the West right-of-way line of F.M. Road 2931 and the common West line of said 20-foot Right-of-Way Dedication of record, over and across said Lots 10 and 11, the following three (3) courses and distances:

1. N89°04'10"W, a distance of 205.06 feet to a point;
2. N00°55'50"E, a distance of 542.76 feet to a point;
3. S89°04'10"E, a distance of 205.06 feet to the **POINT OF BEGINNING** and containing an area of 2.532 acres (110,295 square feet) of land, more or less.

[illegible]





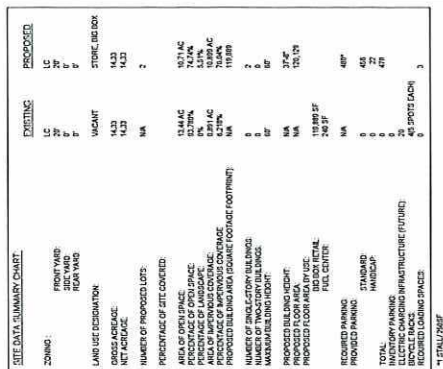
FINAL PLAT
ALTA 380 ADDITION
LOTS 1-11, BLOCK A
30.853 ACRES SITUATED IN
MARSELLA JONES SURVEY, ABSTRACT NO. 662
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS
CASE NO. FP-22-00117

Kimley»Horn
ENGINEERS
1405 HILL STREET, SUITE 200
DALLAS, TEXAS 75201
PHONE: 214-650-0318
FAX: 214-650-0319
WWW.KIMLEYHORN.COM

DATE	BY	APP'D	DATE	BY	APP'D
11-05	CDP	CDP	11-05	CDP	CDP
11-05	CDP	CDP	11-05	CDP	CDP
11-05	CDP	CDP	11-05	CDP	CDP

- NOTES:**
1. All lots comply with the minimum size requirements of the zoning district.
 2. This plat may be subject to change related to impact fees and the applicant should contact the Town regarding any applicable fees due.
 3. The plat is a portion of the addition by which and is a violation of Town Ordinance and State Law and is subject to fines and penalties.
 4. The plat does not alter or remove existing deed restrictions, if any, on this property.
 5. The plat is subject to the provisions of the Texas Flood Insurance Act, which requires that the plat be subject to the provisions of the Texas Flood Insurance Act.
 6. The plat is subject to the provisions of the Texas Flood Insurance Act, which requires that the plat be subject to the provisions of the Texas Flood Insurance Act.
 7. The plat is subject to the provisions of the Texas Flood Insurance Act, which requires that the plat be subject to the provisions of the Texas Flood Insurance Act.
 8. The plat is subject to the provisions of the Texas Flood Insurance Act, which requires that the plat be subject to the provisions of the Texas Flood Insurance Act.
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 10. The plat is subject to the provisions of the Texas Flood Insurance Act, which requires that the plat be subject to the provisions of the Texas Flood Insurance Act.

EXHIBIT E
Depiction of Traffic
Signal



1000

FLOOD NOTE:
THIS IS TO CERTIFY THAT BY GRAPHIC DETERMINATION THE ABOVE PLATTED PROPERTY IS NOT IN A SPECIAL FLOOD HAZARD AREA (SFHA) SUBJECT TO INSURATION BY THE "N" ANNUAL CHANCE FLOOD. SURVIVED PROPERTY IS SHOWN IN A "ZONE 1" (NO SHADING ON FIRM MAP). AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO THE FEMA FIRM MAP NUMBER 48123C0006G WITH AN EFFECTIVE DATE OF APRIL 8, 2011.

 BENCHMARK

507E TBM #1
X" CUT
N=7131401.77 E=3437736.01

ELEVATION = 675.1

ELEVATION • 520.5

NOTE: BEFORE THE BEGINNING OF CONSTRUCTION, THE CONTRACTOR SHALL FIELD VERIFY THE SITE DATA WITH ALL SITE TIES AND IMMEDIATELY REPORT IN WRITING ANY DISCREPANCIES TO THE ARCHITECT.

KROGER DAL-597
LOT 3, BLOCK A
LOT 9, BLOCK A
LOT 10, BLOCK A
LOT 11, BLOCK A
14.33 ACRES

M. JONES SURVEY. ABSTRACT NUMBER 662

1118 HIGHWAY 380 AND E. ROAD 2031

U.S. HIGHWAY 360 AND F.M. ROAD 2931
LITTLE FLEMINGTON COUNTY TEXAS

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Kröger

THE KODAK COMPANY

GENERAL OFFICE
454 VINE STREET
CHICAGO, IL 60601-4538

DATE		TIME		LOCATION		REMARKS	
DATE	TIME	LOCATION	REMARKS	DATE	TIME	LOCATION	REMARKS

MLB	PFI	NOV, 2024	27006
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Author	Publication Year	Journal	Volume	Page
...

INFORMATION REGARDING THE REVISED PRECEDENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UTILITIES AND STRUCTURES RELATED TO UNDERGROUND UTILITIES IS SHOWN HEREIN. THERE IS NO CERTAINTY OF THE ACCURACY OF THE INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND HORIZONTAL POSITION OF THE UNDERGROUND UTILITIES AND STRUCTURES RELATED TO UNDERGROUND UTILITIES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES RELATED TO UNDERGROUND UTILITIES NOT SHOWN HEREON MAY BE PRESENT. THE ONLY PERSONS WHOSE NAMES ARE LISTED AS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION REGARDING THE UNDERGROUND UTILITIES AND STRUCTURES RELATED TO UNDERGROUND UTILITIES SHOWN HEREON.

