

**Denton County
Juli Luke
County Clerk**

Instrument Number: 13775

ERecordings-RP

AGREEMENT

Recorded On: February 09, 2026 02:01 PM

Number of Pages: 44

" Examined and Charged as Follows: "

Total Recording: \$197.00

******* 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: 13775
Receipt Number: 20260209000506
Recorded Date/Time: February 09, 2026 02:01 PM
User: Kraig T
Station: Station 21

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

STATE OF TEXAS

§
§

**DEVELOPMENT AGREEMENT
FOR WHISKEY BLENDERY
PLANNED DEVELOPMENT**

COUNTY OF DENTON §

34. This Development Agreement for the Whiskey Blendery Planned Development Amendment ("**Agreement**") is entered into between Liquid Ledger of Plano, LLC dba The Whiskey Blendery, LLC ("**Developer**"), whose address for purposes of this Agreement is 147 Lloyd's Rd, Suite 100, Oak Point, Texas, 75068, Little Elm Economic Development Corporation ("**Property Owner**"), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068, and the Town of Little Elm, Texas ("**Town**"), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. Developer, Property Owner, and the Town are sometimes referred herein together as the "**Parties**" and individually as a "**Party**."

Recitals:

1. Property Owner is the future owner of approximately 2 acres located approximately 100 feet southeast of the intersection of East Eldorado Parkway and Hardwicke Lane, in the Town of Little Elm, Texas (the "**Property**"), which Property is more particularly described in **Exhibit A** attached hereto.

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

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

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

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

Section 2. Term. This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so ("**Effective Date**"). This Agreement shall remain in full force and effect from the Effective Date until terminated by the mutual agreement of all of the Parties in writing, or until all obligations in the Agreement have been fulfilled ("**Term**").

Section 3. Agreements. The Parties agree as follows:

- A. The negotiated and agreed upon zoning and development standards contained in the Whiskey Blendery Planned Development Ordinance No. 1835, 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 Property Owner and Developer.

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

Section 4. Miscellaneous.

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

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

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

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

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

F. **Cumulative Rights and Remedies.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement,

shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

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

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

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

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

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

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

M. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

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

O. Notification of Sale or Transfer; Assignment of Agreement. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign

this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement with respect to the portion of the Property transferred to Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor owner, and if the Developer or any Assignee is in default under this Agreement, such default shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting Developer or Assignee. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor developer, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

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

Q. Exactions/Infrastructure Costs. Developer has been represented by legal counsel, or has had an opportunity to do so, in the negotiation of this Agreement, and been advised, or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Agreement are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

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

S. Rough Proportionality. Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement. Developer and the Town further agree to waive and release all claims one may have

against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed by this Agreement.

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

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

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

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

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

Y. Verification Against Discrimination of Firearm or Ammunition Industries. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if

the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

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

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

DEVELOPER

**LIQUID LEDGER OF PLANO, LLC
DBA THE WHISKEY BLENDERY, LLC**

By: 
Tim Huels

Date: 12-29-25

TOWN OF LITTLE ELM, TEXAS

By: 
Matt Mueller
Town Manager

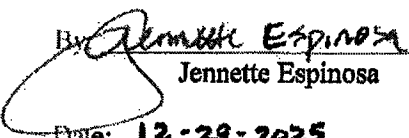
Date: 01-06-2026

ATTEST:

By: 
Caitlan Biggs
Town Secretary

PROPERTY OWNER

**LITTLE ELM ECONOMIC
DEVELOPMENT CORPORATION**

By: 
Jennette Espinosa

Date: 12-29-2025

DEVELOPER

LIQUID LEDGER OF PLANO, LLC DBA THE WHISKEY BLENDERY, LLC

STATE OF TEXAS

§
§
§

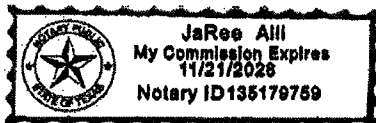
COUNTY OF Denton

Before me, the undersigned authority, on this 29th day of December, 2025, personally appeared TIM HUELS, 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 LIQUID LEDGER OF PLANO, LLC.

[Seal]

By: JaRee Ali
Notary Public, State of Texas

My Commission Expires: 11/21/2028



PROPERTY OWNER

LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION

STATE OF TEXAS

§
§
§

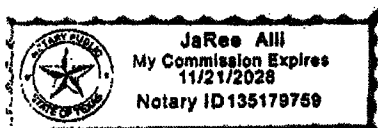
COUNTY OF Denton

Before me, the undersigned authority, on this 29 day of December, 2025, personally appeared JENNETTE ESPINOSA, 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 LITTLE ELM EDX.

[Seal]

By: JaRee Ali
Notary Public, State of Texas

My Commission Expires: 11/21/2028



STATE OF TEXAS

§

COUNTY OF DENTON

§

§

Before me, the undersigned authority, on this 6 day of January, ~~2025~~²⁰²⁶ ^(D), 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:

Takisia Kishan Daniel
Notary Public, State of Texas

My Commission Expires: 12-12-2028

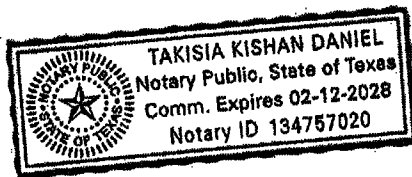


EXHIBIT A
Property Description

The Whiskey Blendery
(PD-25-003261)
Little Elm, TX, 75068

Town of Little Elm
Denton County, Tx

Date: 12/8/2025



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 the 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.

Source: Town of Little Elm, Aerial Map
Denton County Aerial Data

EXHIBIT B
PD Ordinance

**TOWN OF LITTLE ELM
ORDINANCE NO. 1835**

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY ESTABLISHING A NEW PLANNED DEVELOPMENT – LAKEFRONT (PD-LF) DISTRICT, BASED ON LAKEFRONT DISTRICT STANDARDS, WITH MODIFIED USES AND DEVELOPMENT STANDARDS, TO ALLOW A NEW COMMERCIAL DEVELOPMENT ON APPROXIMATELY 2-ACRE PROPERTY LOCATED 100 FEET SOUTHEAST OF THE INTERSECTION OF EAST ELDORADO PARKWAY AND HARDWICKE LANE, WITHIN LITTLE ELM'S TOWN LIMITS; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, a request to establish a Planned Development-Lakefront District (PD-LF) based on Lakefront District Standards with modified uses and development standards, on approximately 2 acres of land, more specifically described in the exhibits, attached hereto; and

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

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

WHEREAS, at its regular meeting held on December 18, 2025 the Planning & Zoning Commission considered and made recommendations on Case No. PD-25-003261; 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-Lakefront District (PD-LF) based on Lakefront District (LF) standards with modified uses and development standards, on property located approximately 100 feet southeast of the intersection of East Eldorado Parkway and Hardwicke Lane, within Little Elm's town limits, on approximately 2 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 Lakefront District (LF), and all current, at the time of development, applicable provisions of Chapter 106 – Zoning Ordinance in general, plus as specified herein:

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 6th day of January, 2026.

Town of Little Elm, Texas

Curtis Cornelious, Mayor

ATTEST:

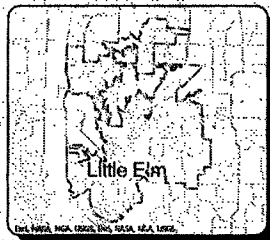
Caitlan Biggs, Town Secretary

Exhibit A
Property Description

The Whiskey Blendery
(PD-25-003261)
Little Elm, TX, 75068

Town of Little Elm
Denton County, Tx

Date: 12/8/2025



-  200' Buffer
-  Subject Property
-  Parcels
-  Town Limits

0 100 200 Feet

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 the 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.

Source: Town of Little Elm, MapInfo, Denton County Aerial Data

Exhibit B
PD Narrative

PD-25-003261
PLANNED DEVELOPMENT DISTRICT

This zoning submittal encompasses approximately 2.006 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 providing whiskey experiences, public and private tasting rooms, public tours, private event space, VIP/Member areas, podcast studio, executive board room, cigar lounge, cocktail bar, gift shop, barrel storage, bottling, and outdoor patio areas. Two existing lots will be replatted to create a site for developing three new buildings.

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

It is the intent of this PD to primarily follow the Lakefront District zoning regulations as the base district, with modified development standards as outlined within Exhibit B, therefore amending the existing Town of Little Elm, Texas zoning map. Any conflict between this PD 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 near the southeast corner of Eldorado Parkway and Hardwicke Lane. (Exhibit A).

CONCEPT PLAN REQUIRED

The Concept Plan (Site 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 Lakefront District as defined in the Zoning Ordinance, unless otherwise specified in the PD regulations.

2. USE REGULATIONS

All permitted uses in the Lakefront District shall be allowed with the same provisions and restrictions, including uses permitted by a Specific Use Permit (SUP) and Conditional Use Permit (C), AND the following additional uses shall be allowed specifically related to The Whiskey Blendery operation and as identified within the attached plans:

- **Private Club**
- **Smoking Establishment**
- **Banquet Hall**
- **Alcohol sales direct to consumer per TABC guidelines**

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. 106.04.02 – Special Districts—LF Lakefront District, unless otherwise specified here in:

- **Minimum residential adjacency setback for exterior stairs and balconies: 16 feet**

4. ARCHITECTURAL STANDARDS

Architectural and building design standards shall be in accordance with the Zoning Ordinance, Sec. 106.04.02, Division 4. Buildings (non-residential standards) unless otherwise specified here in. Where the regulations of Article 6 – Site Development Standards conflict with these sections or provisions of this chapter, the Lakefront District regulations shall apply. Additionally, the following shall apply to 106.04.02 Division 4 requirements:

- **4.b.1.e. Loading docks shall be allowed on frontages**
- **4.c.3.c Primary facades shall be as shown in attached elevations.**

- 4.c.3.f Windows and glazing per attached elevations
- 4.c.4.a Dominant color shall be unique to the character of the development as shown on the attached elevations
- 4.c.6.2 Clear height of 14 feet minimum
- 4.c.6.3 No awnings or canopies required
- 4.c.6.4 Glass as shown on attached elevations
- 5.b.3.a.1 Required bicycle parking located near existing bicycle trail, within 125 feet of a building entrance

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

Sec. 106.06.05

(b) *Design Standards*

(6) Color/finishes for streetscape elements, site amenities and furnishings, such as benches, bike racks, trash receptacles, lampposts, tree grates, etc. should be specified in the construction documents. If nothing is specified, then it is expected for these components to be black "storm cloud" in color.

Bollards can be concrete or cast metal and shall be of decorative design. Light bollards may be used to illuminate pathways and gathering spaces.

5. LANDSCAPING STANDARDS

All provisions within Article IV. Division 3. General District Standards and Division 7. Landscape and Article VI. Division 2. Landscaping and Tree Preservation shall be met, as it exists or may be amended in accordance with the standards in effect at the time of development, or requested change, unless otherwise shown on the Landscape Plans attached hereto, or specified below:

Dumpster Requirements.

- **Dumpsters.** All buildings will share the dumpster enclosure located at the north end of the development, as shown on the Site Plan.

Sec. 106.04.02 - LAKEFRONT DISTRICT

(d) Streetscape and landscape - Streetscape Standards

1. Shade trees are required along all public rights-of-way, either within the ROW or immediately adjacent at an average of 30 feet on center. Existing trees within the buffer shall be used to meet this requirement.
Shade trees are not required where underground utilities are proposed and where existing parking stalls are perpendicular off the street frontage that abut the building.

(e) Parking Lot Landscape

1. Surface parking lots shall be screened to a minimum height of 36 inches from all adjacent public streets. Screening is not required where parking stalls are perpendicular off the street abutting the building.

Sec. 106.06.18 - COMMERCIAL LANDSCAPE REQUIREMENTS

a. *Interior landscape requirements*

1. *Minimum landscaped area.* The minimum required landscape area for the entirety of the site shall be equivalent to at least 10% of the gross vehicular use area.
2. *Minimum trees provided overall.* There shall be a minimum of one large canopy tree planted for each 400 sf or fraction thereof the required landscape area. Two ornamental trees, a minimum of six feet in height and three inches in dia., may be substituted for one large canopy tree.
3. *Parking lot islands and terminus row islands.* Parking lot islands shall contain at least 1 canopy tree and shall be located at the terminus of all parking rows. Existing trees within the terminus or island shall count towards the requirement. If there is a desire for signage to be placed within a parking island, then that island is not required to have a tree.
10. *Pedestrian connections.* One urban tree is required along the eastern pedestrian sidewalk connection, adjacent to the floodplain area, at one per 30 linear feet. Existing trees may be used to satisfy this requirement. Trees can be evenly spaced or grouped together.
12. *Hardscape.* Striping must be used to delineate crosswalks from parking lots or structures to the main entrances of the buildings and other areas.
Enhanced paving, such as stamped and stained concrete or pavers may be used for sidewalks, plazas, seating areas, etc.
15. *Artificial or synthetic turf prohibited (e.g. AstroTurf™).* Artificial turf may be used in the interior landscape area, though does not count toward the minimum required landscape area.

16. *Exception to interior landscape requirements*

(b) *Foundation planting and other landscaping*

- a. Foundation plantings, raised planters, or sidewalk tree gates are required for new buildings or groups of contiguous buildings that are 5,000 square feet or larger. One large canopy tree, four-inch minimum caliper, shall be required for every 2,000 sf of gross building area. Trees shall be located within 30 ft of the building perimeter, inclusive of overhangs and patios. Trees required by other sections of this PD and the city's ordinance may help meet this requirement. Trees can be grouped or planted in singular form. These tree plantings should be placed so as not to impede sign visibility or pedestrian safety.
- c. Two ornamental trees may be substituted in lieu of one large canopy tree.

(d) *Perimeter landscape requirements*

- (2) *Additional Screening.* Where any portion of parking lots, drives, access easements or other rights of way abut the landscape edge, shrubs are encouraged to be planted to form a contiguous buffer along the common boundary line, though not required.
- (6) *Landscape buffers between properties.* A perimeter landscape buffer of twenty feet (20') in width shall be provided along the southern property line that abuts residential use. A row of trees shall be planted to provide a screen between the proposed buildings and residences on the south property line.
- (8) *Minimum number of small trees within perimeter landscape buffers.* Small trees are not required within buffers if there is not adequate space due to large trees and underground utilities.

(e) Residential adjacency landscaping standards.

- b. A continuous row of screening trees , 4-inch caliper minimum, shall be provided within the buffer, except where existing canopy is overhanging from adjacent property.

(f) Landscape point system

- (1) The landscape point system is not required by this PD. Though, the developer is encouraged to provide interesting and unique landscaping to augment the architecture of the development, and to be creative in selecting the amenity type to create unique and memorable features.

Sec. 106.06.22 - Tree Mitigation

No tree mitigation is required.

6. SCREENING STANDARDS

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

- **Sec. 106.06.13**

- (b) General Specifications*

- 4. Decorative wooden fences may be allowed on the development's property to enclose a space if used as a unique element within the design.

- (d) Screening requirements*

- 1. In the event that any nonresidential use or zone is adjacent to or back upon a residential district use, a solid masonry screening wall of eight feet in height shall be erected on the property line separating districts, unless there is an existing fence in place, then the masonry screening wall is not required.

Additionally, any second floor balcony or patio area shall be privacy-screened from adjacent single-family residential uses.

2. PARKING STANDARDS

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

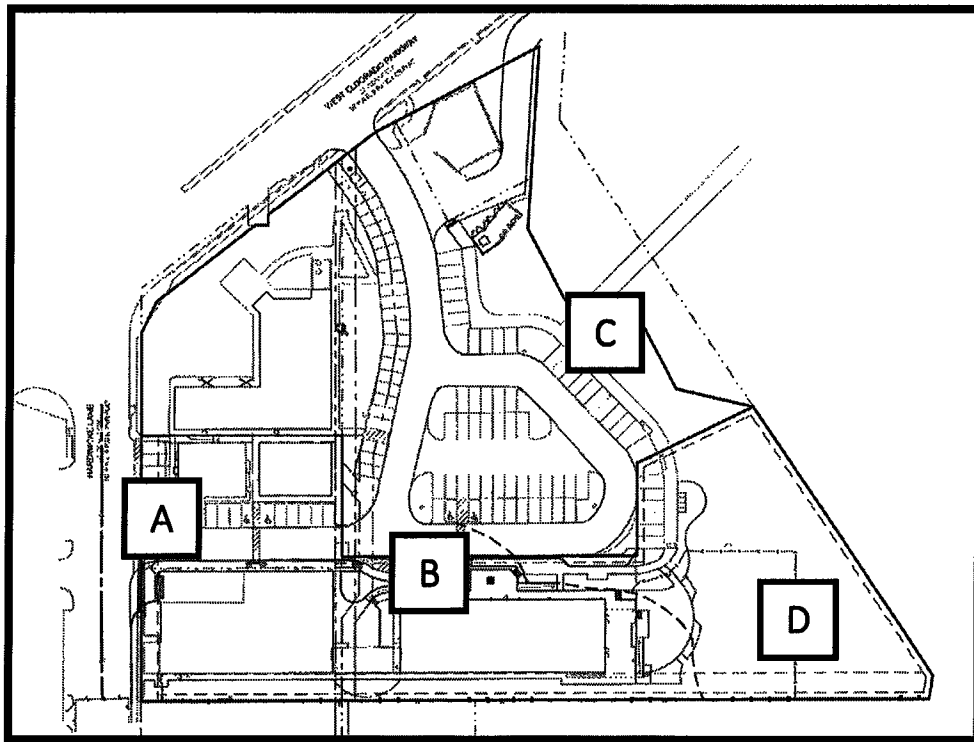
- **106.06.41.c.1 Standard parking spaces shall be minimum 9 feet by 18 feet**

3. SIGN STANDARDS

All provisions within Chapter 86 – Sign Ordinance shall be met. All provisions within Article IV. Division 8. Sign Standards shall be met except as specified below:

- **LAKEFRONT DISTRICT**

- 8.a.b.1.a Signage will be custom architectural design with LED backlighting subject to approval with sign permit (Location Key 'B' Example Image, below)
- 8.c.1.a Off-premise signs may be located within the overall development area subject to approval with sign permit
- 8.d.4 All building signage shall be reviewed and approved by staff. Elevated signage, such as a tank on stilts, can be located at the development's main entrance along Hardwicke Lane (Location Key 'A', below). The height of this element cannot exceed the height of the tallest building on the lot. A secondary sign may be closer to the main entrance of the building. Sign may be freestanding or can be attached to other site features to frame a space or create picture opportunities (Location Key 'B', below).
- 8.d.7 Additional directional signage may be used to help direct guests to and from off-site parking (Location Key 'C', below).



Location Key for Locations of Sign Types and Example Images (Below)

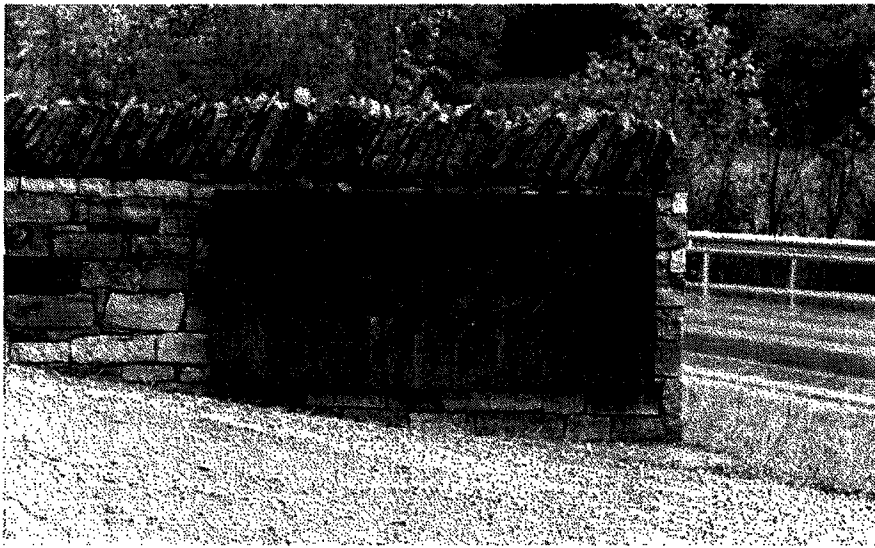
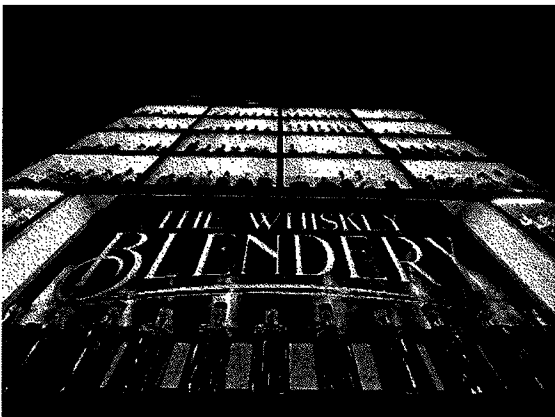
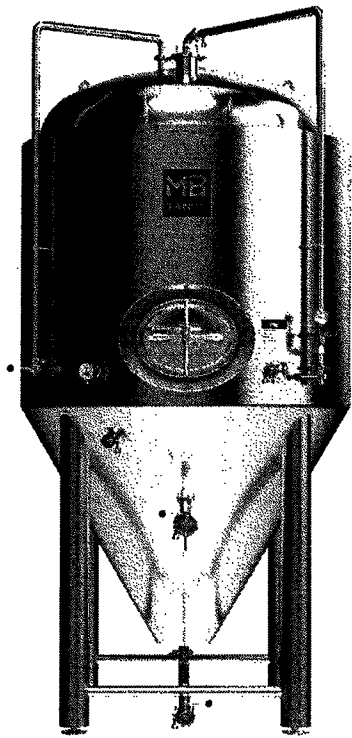
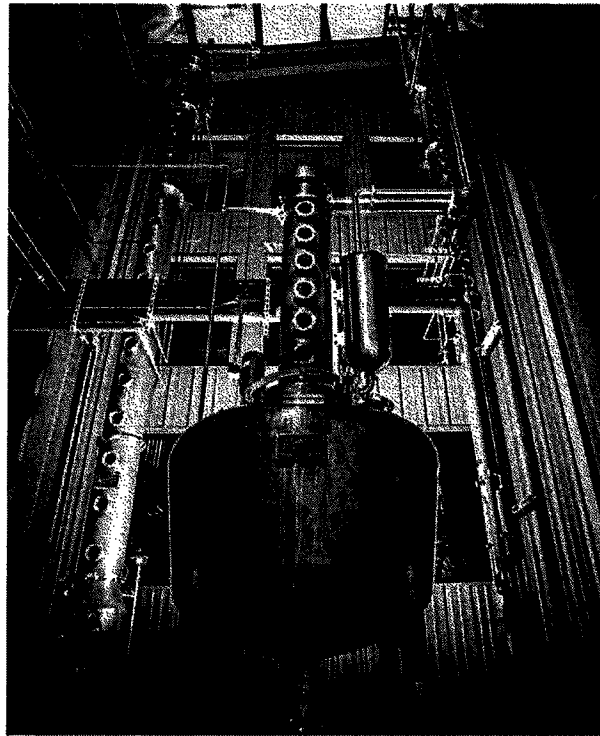


Image 1-3: Examples of laser-cut signage (including possible backlighting) at Location Key 'B'

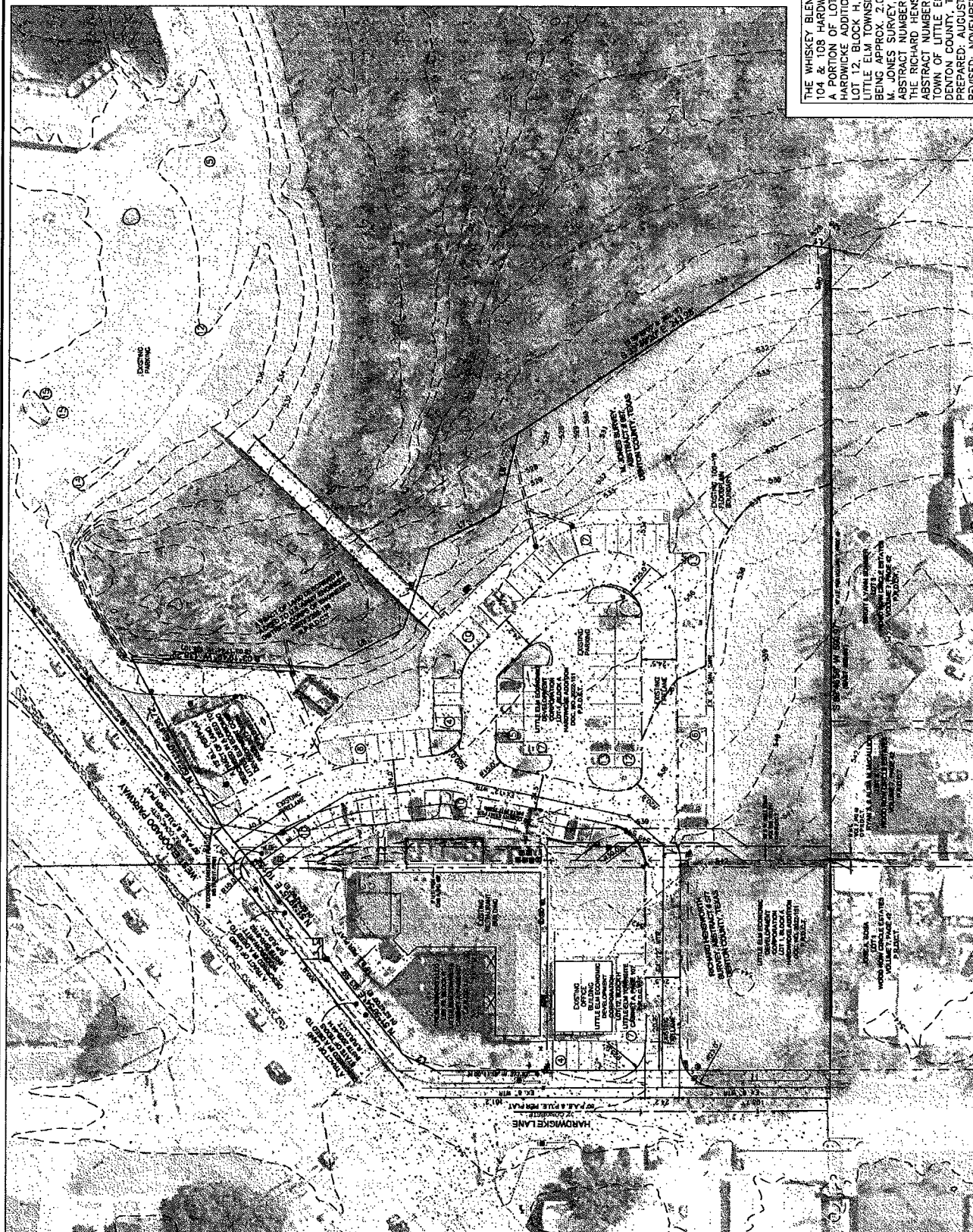


Images 4 & 5: Examples of potential "tank towers" for landscaped island at entry Location Key 'A'



Image 6: Example decorative barrel stave fence (max. overall height of six feet) at Location Key 'D'

Exhibit C
Development Plans



THE WHISKEY BLENDERY
104 & 108 HARDWICK LANE
A PORTION OF LOT 1, BLOCK A,
HARDWICK ADDITION &
LOT 12, BLOCK H,
LITTLE ELM TOWNSHIP
BEING APPROX. 2.01 ACRES IN THE
M. JONES SURVEY.
ABSTRACT NUMBER 687 &
THE RICHARD HENSWORTH SURVEY,
ABSTRACT NUMBER 577
TOWN OF LITTLE ELM,
DENTON COUNTY, TEXAS
PREPARED: AUGUST 5, 2025
REVISED: NOVEMBER 24, 2025

104 & 108 Hardwicke Lane
Little Elm, TX 75068

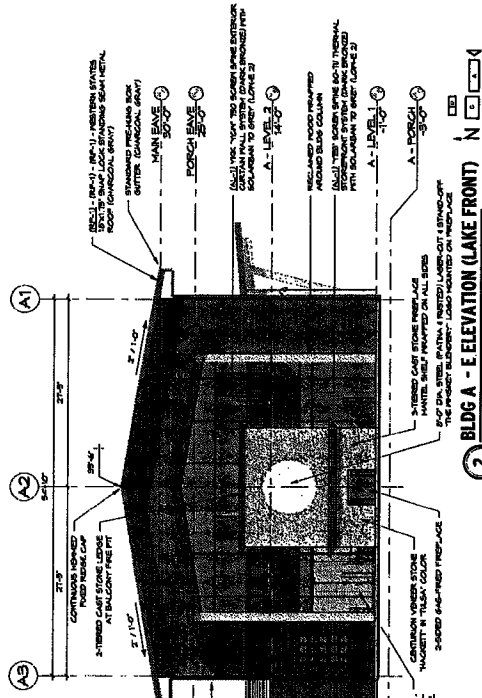
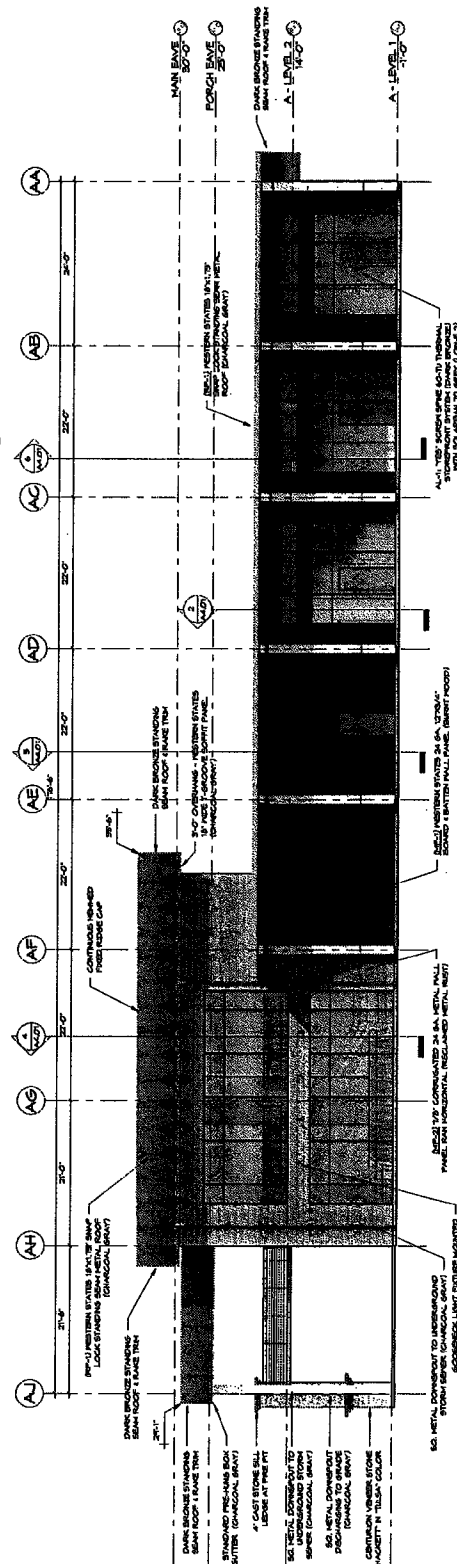
[illegible]

THE WHISKEY BLENDERY - SITE PLAN ELEVATIONS

104 & 108 HARDWICKE LANE
A PORTION OF LOT 1, BLOCK A, HARDWICKE ADDITION BLT 12, BLOCK H,
LITTLE ELM TOWNSHIP BEING APPROX. 2.01 ACRES IN THE
M. JONES SURVEY, ABSTRACT NUMBER 667 & THE RICHARD HEINSWORTH
SURVEY, ABSTRACT NUMBER 577
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS
PREPARED: AUGUST 5, 2025

THE WHISKY BLENDRY • CONTACT INFORMATION		
EDG CONTACT:	APPLICANT/OPERATOR:	ARCHITECT:
<p>M. Joseph Eppich Executive Director 141 Elm EDC Chamber of Commerce 101 W. Edmonds Parkway 214 Elm EDC, Texas 75068 214-231-2740 Mobile 800-217-2740</p>	<p>The Whiskey Blendery The Whiskey Blendery 147 Leyland Road, S.W. Cape City, TX 75958 (949) 445-445 Office (214) 917-3008 Mobile info@thewhiskeyblendery.com</p>	<p>RGA ARCHITECTS Creative Commercial 301 S. Oak St. S.W. Rosenfeld, TX 75082 (917) 962-0223 Mobile cmg@rgaarchitects.com</p>

THE WHISKY BLENDERY - GENERAL COMMENTS	
•	ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCES
•	ALL SERVICE AREAS AND LOADING AREAS ARE SUBJECT TO APPROVAL
•	WHEN PERMITTED, EXPOSED ROOF DRAINAGE BOSSES AND CONDUITS SHALL
•	BE PAINTED TO MATCH THE BUILDING
•	ROOF ACCESS SHALL BE LIMITED DUE TO THE BUILDINGS NOT HAVING ANY MECHANICAL EQUIPMENT ON THE ROOF. MECHANICAL EQUIPMENT WILL BE ACCESSIBLE FROM INTERNAL ROOMS OR GROUND MOUNTED UNITS (WHICH WILL BE SCREENED).



104 & 108 HARDWICK LANE
A PORTION OF LOT 1, BLOCK A, HARDWICK ADDITION ALLOT 12, BLOCK H,
LITTLE ELM TOWNSHIP BEING APPROX. 2.01 ACRES IN THE
M. JONES SURVEY, ABSTRACT NUMBER 687 & THE RICHARD HENS WORTH
SURVEY, ABSTRACT NUMBER 577
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS
PREPARED: AUGUST 5, 2005

104 & 108 HARDWICK LANE
A PORTION OF LOT 1, BLOCK A, HARDWICK ADDITION LOT 12, BLOCK H,
LITTLE ELM TOWNSHIP BEING APPROX. 2.01 ACRES IN THE
M. JONES SURVEY, ABSTRACT NUMBER 687 & THE RICHARD HENS WORTH
SURVEY, ABSTRACT NUMBER 577
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS
PREPARED: AUGUST 5, 2005

REC CONTACT: M. Jennetta Ephraïm
Executive Director
10000 West Loop West
Chinatown Community
Center of Houston
10000 West Loop West
Suite 100
Houston, Texas 77056
214-975-0455 Office
903-217-2740 Mobile
jenn@chinahq.org

APPLICANT ORGANIZATIONS:

The Whiskey Blendery
Tim Hueste - Owner
10000 West Loop West
Suite 100
Houston, Texas 77056
(409) 669-4465 Office
(214) 417-3308 Mobile
tim@theblendery.com

ARCHITECT:

RGA ARCHITECTS
Craig Jacobson - Principal
10000 West Loop West
Suite 100
Houston, Texas 77056
(817) 986-0203 Mobile
craig@rgaarchitects.com

REC CONTACT: M. Jennetta Ephraïm
Executive Director
10000 West Loop West
Suite 1000
Houston, TX 77040
713-865-2220
jennetta@houston.org

APPLICANT ORGANIZATIONS:
The Whiskey Blendery
Tim Hueste - Owner
10000 West Loop West
Suite 100
Houston, TX 77040
713-865-2220
(409) 689-4465 Office
(714) 717-3308 Mobile
tim@theblendery.com

ARCHITECT: RGA Architects
Craig Jacobson - Principal
10000 West Loop West
Suite 100
Houston, TX 77040
(817) 986-0220 Mobile
craig@rgaarchitects.com

ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE
ALL SERVICE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL OF DEVELOPMENT SERVICES DIRECTOR
WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING
ROOF ACCESS SHALL BE LIMITED DUE TO THE BUILDINGS NOT HAVING ANY MECHANICAL EQUIPMENT ON THE ROOF. MECHANICAL EQUIPMENT WILL BE ACCESSED FROM INTERNAL ROOFS OR GROUND MOUNTED UNITS (WHICH WILL BE SCREENED).

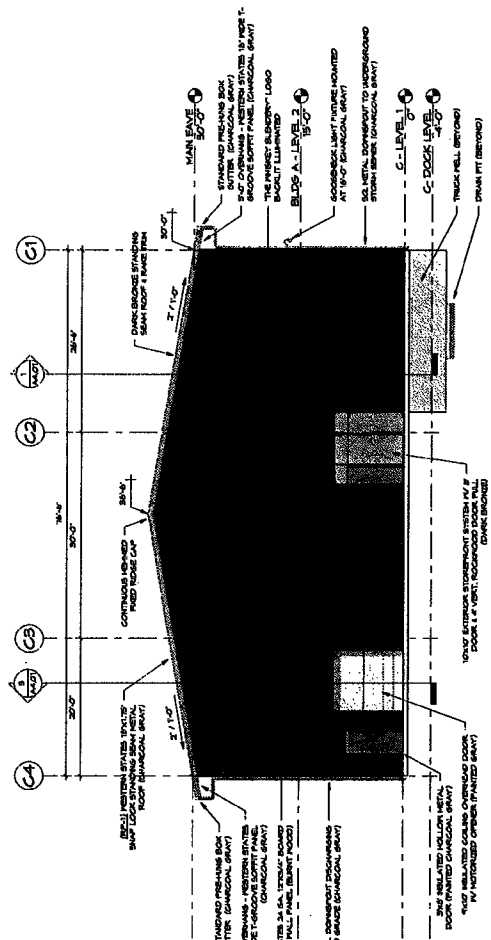
ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE
ALL SERVICE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL OF DEVELOPMENT SERVICES DIRECTOR
WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING
ROOF ACCESS SHALL BE LIMITED DUE TO THE BUILDINGS NOT HAVING ANY MECHANICAL EQUIPMENT ON THE ROOF. MECHANICAL EQUIPMENT WILL BE ACCESSED FROM INTERNAL ROOFS OR GROUND MOUNTED UNITS (WHICH WILL BE SCREENED).

[illegible][illegible][illegible][illegible]

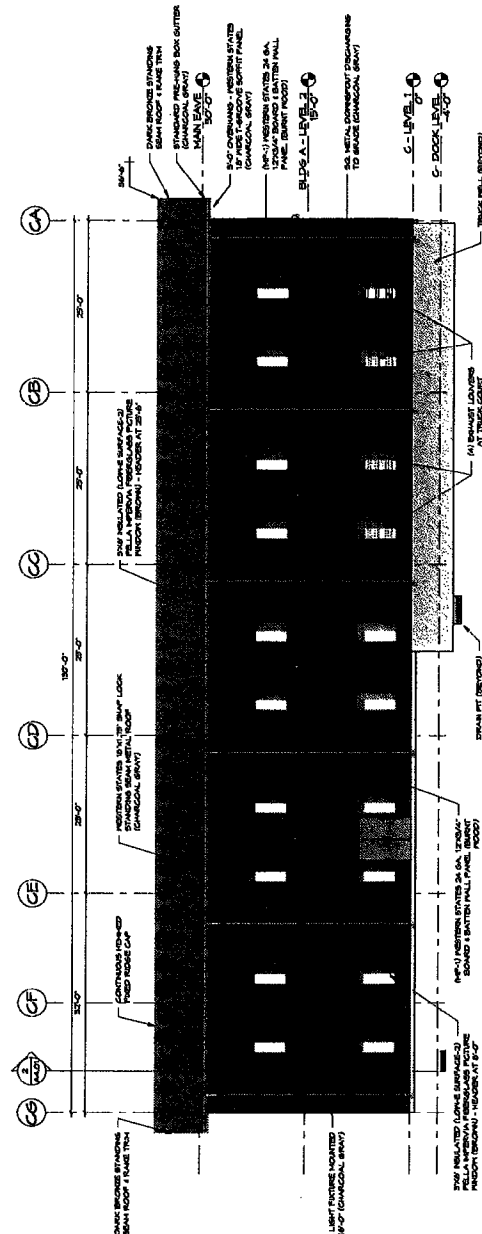
104 & 108 Hardwicke Lane
Little Elm, TX 75068

104 & 108 Hardwicke Lane
Little Elm, TX 75068

Scale 1/8" = 1' 0"

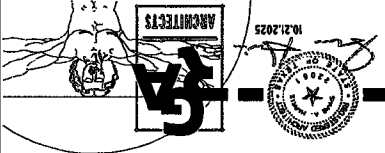
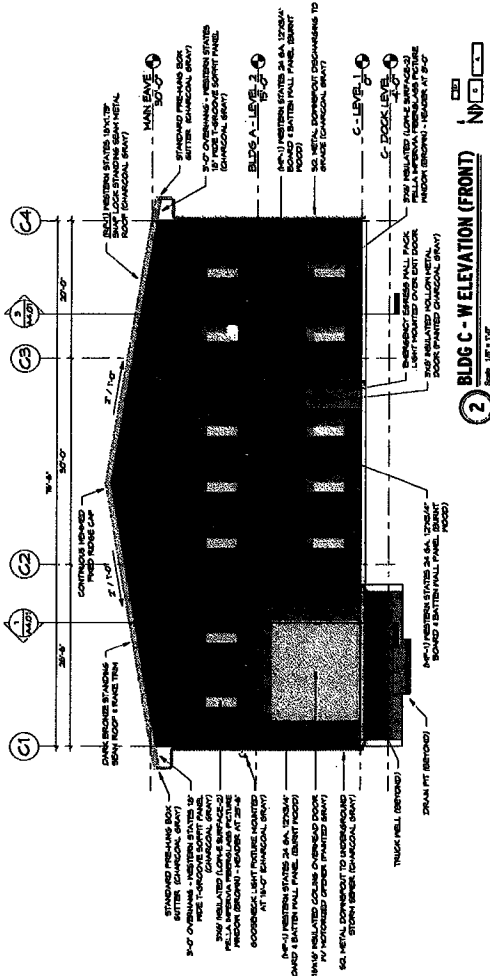
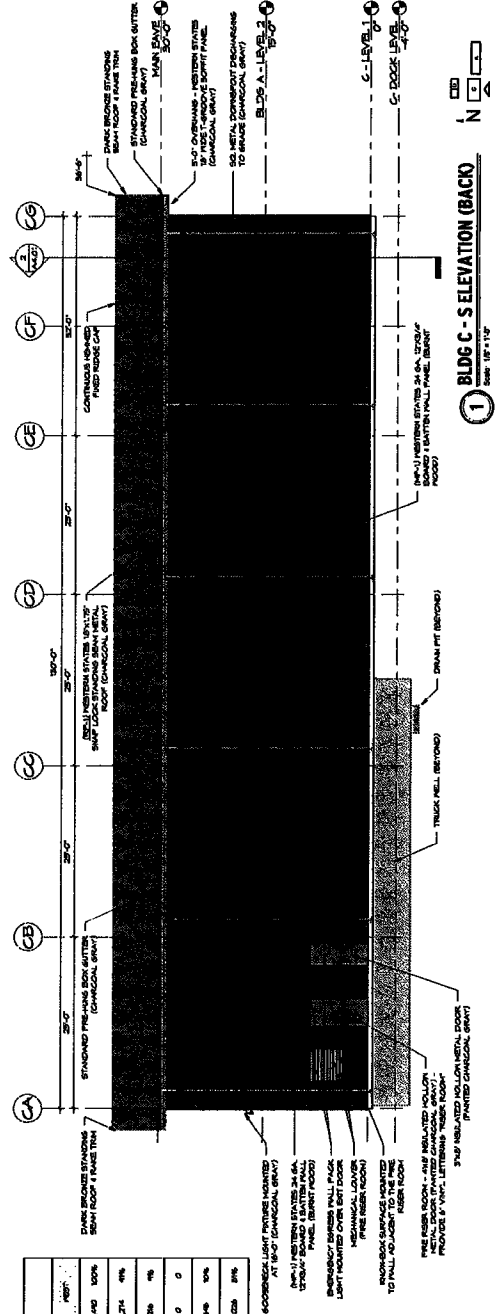


Solid 1/8" x 1/2"



GOOSENECK LIGHT FIXTURE MOUNTED
AT 18" (CHARCOAL GRAY)

04 & 108 Hardwicke Lane
Little Elm, TX 75068



MATERIAL CALCULATION						
	WIDTH	LENGTH	DEPTH	WEIGHT	PERCENT	
TOTAL PACKAGE S.F.	5,194	100%	3,134	100%	2,640	100%
PACKAGING MATERIALS (EXCLUDING 2% LOSS)	5,120	98%	3,068	98%	2,584	98%
WASTE / REWORK	288	5%	0	0	52	2%
PLUMING	0	0	0	0	0	0
DOORS	0	0	0	0	0	0
ROOFING	42	1%	5%	1%	88	3%
METAL PANEL	3,542	68%	3,668	98%	2,578	98%
					2,528	96%

MATERIAL LEGEND	
	M-1 METAL PLATE, BLACK - REFLECTIVE STAIN 24 IN. 1700000 BOARD 4 REFLECTIVE PAINT (BLACK BOARD)
	M-2 METAL PLATE 24 IN. 1700000 - REFLECTIVE STAIN 24 IN. 1700000 BOARD 4 REFLECTIVE PAINT (BLACK BOARD)
	M-3 METAL PLATE 24 IN. 1700000 - REFLECTIVE STAIN 24 IN. 1700000 BOARD 4 REFLECTIVE PAINT (BLACK BOARD)
	M-4 METAL PLATE 24 IN. 1700000 - REFLECTIVE STAIN 24 IN. 1700000 BOARD 4 REFLECTIVE PAINT (BLACK BOARD)
	M-5 METAL PLATE 24 IN. 1700000 - REFLECTIVE STAIN 24 IN. 1700000 BOARD 4 REFLECTIVE PAINT (BLACK BOARD)
	M-6 METAL PLATE 24 IN. 1700000 - REFLECTIVE STAIN 24 IN. 1700000 BOARD 4 REFLECTIVE PAINT (BLACK BOARD)
	M-7 METAL PLATE 24 IN. 1700000 - REFLECTIVE STAIN 24 IN. 1700000 BOARD 4 REFLECTIVE PAINT (BLACK BOARD)
	M-8 METAL PLATE 24 IN. 1700000 - REFLECTIVE STAIN 24 IN. 1700000 BOARD 4 REFLECTIVE PAINT (BLACK BOARD)

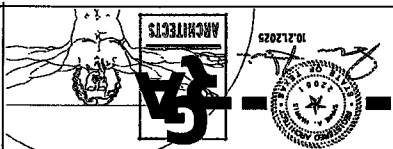
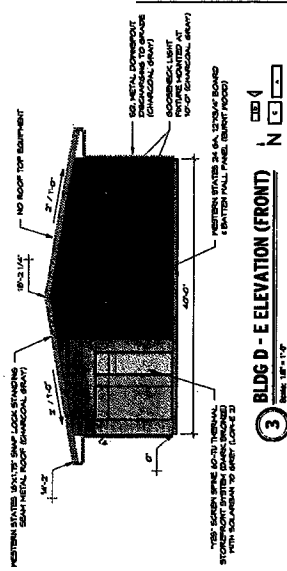
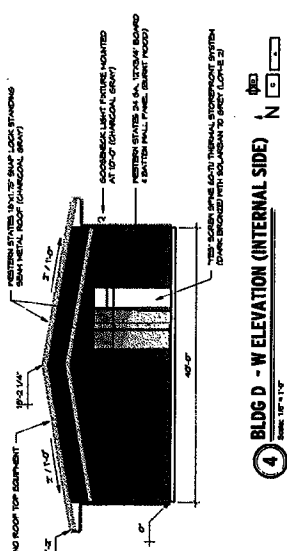
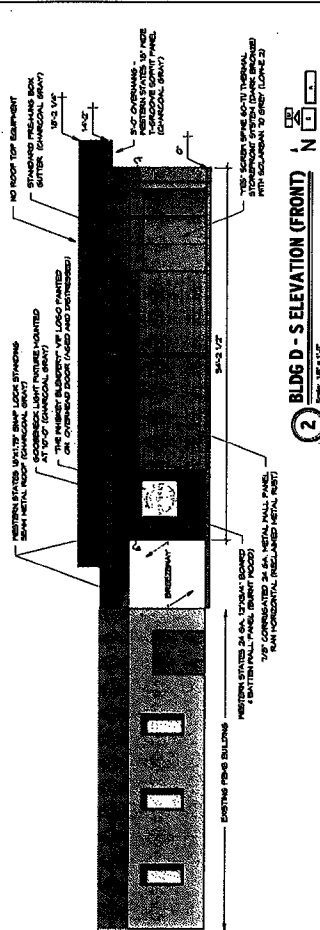
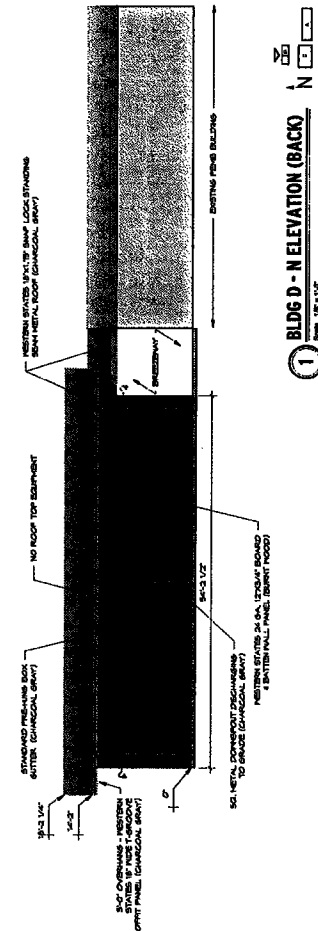
THE WHISKY BLENDERY - GENERAL COMMENTS	
•	ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE
•	ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE CITY OF CHICAGO
•	WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING
•	ROOF ACCESS SHALL BE LIMITED TO THE BUILDINGS NOT ATTACHED TO THE BUILDING
•	ALL MECHANICAL EQUIPMENT SHALL BE ACCESSIBLE FROM INTERNAL ROOMS OR GROUND MOUNTED UNITS (WHICH WILL BE SCREENED).

THE WHISKEY BLENDERY - CONTACT INFORMATION	
BOC CONTACT:	APPLICANT OPERATORS:
M. Jennifer Espinoza Executive Director Little Elm EDC Chamber of Commerce 100 W. Eldorado Avenue Suite 200B 214-475-7500 214-475-5100 Office 903-217-2170 Mobile joe@littleelm.com	The Whiskey Blendery Tim Huels - Owner 147 Loyd's Dale St. 100 Oak Point, TX 75068 (972) 955-2850 (972) 955-0150 Office (972) 955-3333 info@the-whiskeyblendery.com
	ARCHITECT:
	RGA ARCHITECTS Craig Jacobson - Principal 301 S. Oak St. Ste. 100 Rowles, TX 75082 (917) 965-0202 Mobile craig@rgaarchitects.com

THE WHISKEY BLENDERY - SITE PLAN ELEVATIONS

104 & 106 HARDWICK LANE
A PORTION OF LOT 1, BLOCK A, HARDWICK ADDITION BLT 12, BLOCK H,
LITTLE ELM TOWNSHIP BEING APPROX. 2.01 ACRES IN THE
M. JONES SURVEY, ABSTRACT NUMBER 607 & THE RICHARD REINSWORTH
SURVEY, ABSTRACT NUMBER 577
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS
PREPARED: AUGUST 5, 2025

THE WHISKEY BLENDERY - BLDG D



THE WHISKEY BLENDERY - SITE PLAN ELEVATIONS

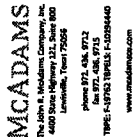
104 & 108 HARDWICKE LANE
A PORTION OF LOT 1, BLOCK A, HARDWICKE ADDITION (LOT 12, BLOCK H,
LITTLE ELM TOWNSITE BEING APPROX. 2.01 ACRES) IN THE
M. JONES SURVEY, ABSTRACT NUMBER 987 & THE RICHARD HENSWORTH
SURVEY, ABSTRACT NUMBER 577
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS
PREPARED: AUGUST 5, 2025

THE WHISKEY BLENDERY - CONTACT INFORMATION	
REG. CONTACT:	APPLICANT/OPERATOR:
<p>N. Executive Director Jennifer Eppich Wine Ethn Educ Chamber of Commerce 147 Oak Park Road, Suite 100 Oak Park, TN 37058 (615) 717-5755 info@theblendery.com</p>	<p>RGA ARCHITECTS Carl Jacobson - Principal 301 S. Oak St. Ste. 100 Ramona, TN 37682 (931) 766-0220/ Mobile carlg@rgaarchitects.com</p>
<p>124 E. 4th St., Suite 205 Nashville, TN 37203 (615) 259-2858 124 E. 4th St., Suite 205 Nashville, TN 37203 (615) 259-2858 info@theblendery.com</p>	

THE WHISKEY BLENDERY - GENERAL COMMENTS	
•	ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE
•	ALL MECHANICAL UNITS AND LOCATIONS ARE SUBJECT TO APPROVAL OF THE CITY ENGINEER
•	MECHANICAL UNITS SHALL BE PAINTED TO MATCH THE BUILDING WHEN PERMITTED. EXPOSED UTILITY PIPES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING
•	ROOF ACCESS SHALL BE LIMITED TO THE ROOFS NOT HAVING ANY MECHANICAL EQUIPMENT ON THE ROOF. MECHANICAL EQUIPMENT WILL BE ACCESSED FROM INTERNAL ROOMS OR GROUND MOUNTED UNITS (WHICH WILL BE DESCRIBED).

MATERIAL LEGEND		
10-1		SMALL PINKS, LACED - VESTMENT STITCHES IN SA, 1/2" COORDINATED SMALL PINK PINK STITCH (BENT PEECE)
10-2		SMALL PINKS, LACED - VESTMENT STITCHES IN SA, 1/2" COORDINATED SMALL PINK PINK STITCH (BENT PEECE)
10-3		SOCIAL PINKS, LACED - VESTMENT STITCHES IN SA, 1/2" COORDINATED SMALL PINK PINK STITCH (BENT PEECE)
10-4		SOCIAL PINKS, LACED - VESTMENT STITCHES IN SA, 1/2" COORDINATED SMALL PINK PINK STITCH (BENT PEECE)
10-5		SOCIAL PINKS, LACED - VESTMENT STITCHES IN SA, 1/2" COORDINATED SMALL PINK PINK STITCH (BENT PEECE)
10-6		SOCIAL PINKS, LACED - VESTMENT STITCHES IN SA, 1/2" COORDINATED SMALL PINK PINK STITCH (BENT PEECE)
10-7		SOCIAL PINKS, LACED - VESTMENT STITCHES IN SA, 1/2" COORDINATED SMALL PINK PINK STITCH (BENT PEECE)
10-8		SOCIAL PINKS, LACED - VESTMENT STITCHES IN SA, 1/2" COORDINATED SMALL PINK PINK STITCH (BENT PEECE)

MATERIAL CALCULATION						
	north	south	east	west		
TOTAL WOOD S.F.	723	100%	723	100%	631	100%
PAVING S.F.	0	0%	723	100%	631	100%
INCLUDE S.F. POORLY	0	0%	723	100%	631	100%
WALKS / DECKS	0	0%	123	16%	33	5%
STONE	0	0%	0	0%	0	0%
DOORS	0	0%	0	0%	0	0%
WINDY WALL	723	100%	341	47%	0	0%
					277	54%



USA ARCHITECTS
101 SOUTH OAK STREET #100
DALLAS, TX 76262
FRANK JACOBSON
PHONE: 817/965.0230

1037

PROJECT NO.	10125-001
TITLE NAME	10125-001-411
DESIGNED BY	JPP
PROGRAM BY	10125
SCALE	1/4"=1'
DATE	12/19/2015
SHEET	

10.01

[illegible]

- [illegible]

LINE PROTECTION TO BE INSTALLED FOR THE
ZONE, PROTECTION DETAIL FOR THE SYSTEM

- zone for each tree on group of trees.

FINAL GRADING NOTES

1. **Assessing Value.** Assess the value of the business. Consider the following:
 - a. **Assets.** Assess the value of the business's assets, including tangible and intangible assets.
 - b. **Liabilities.** Assess the value of the business's liabilities, including debt and equity.
 - c. **Income.** Assess the value of the business's income, including operating income and non-recurring income.
 - d. **Market.** Assess the value of the business's market, including market size and growth.
 - e. **Management.** Assess the value of the business's management, including management experience and track record.
2. **Identify the Parties.** Identify the parties involved in the transaction, including the seller, buyer, and lender.
3. **Structure the Transaction.** Structure the transaction to achieve the desired outcome, including the choice of legal entity and the allocation of assets and liabilities.
4. **Obtain Financing.** Obtain financing for the transaction, including debt and equity financing.
5. **Complete the Transaction.** Complete the transaction, including the execution of legal documents and the transfer of assets and liabilities.

ELIOM 1001MS

- CONCLUDING NOTES**
2. LESIONS WITH BARRAGE
OF CONCENTRATIONS WITH
SOME DIFFERENCES.

- [illegible]

THESE NOTES SHALL APPLY TO MARINE LIFE ONLY

Lighting as shown in the drawing is required for all schools.

- [illegible]

LOCATIONS INDICATED ON

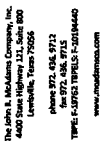
- [illegible]

ALDER ALL SORTS, COMINGS, AND GOINGS AS SHOWN.

- [illegible]

ALISH ALL SONGS, COMEDIES, AND TRAGEDIES SHOWN.

- THESE RESULTS WERE REPRODUCED IN A SECOND EXPERIMENT. THE RESULTS OF THE FIRST EXPERIMENT WERE REPRODUCED IN A SECOND EXPERIMENT. THE RESULTS OF THE FIRST EXPERIMENT WERE REPRODUCED IN A SECOND EXPERIMENT.



ARCHITECTS:
SOUTH DAKOTA
SMITH, TX
ING MCGESS
NG: \$17.9

0432

PROJECT NO.	RGZ5001
NAME	RGZ5001-M1
CODED BY	JPP
OWN BY	MMR
DATE	12/19/2025

0.02

[illegible][illegible]



MCADAMS

Professional Surveying & Mapping, Inc.
11111 Highway 101, Suite 100
Houston, Texas 77055

Phone: 281.436.9773
Fax: 281.436.9775

TYPE: R-19703 TRIPLEX F-0204440

www.mcadams.com

CLIENT

THE WHISKEY BLENDERY
341 SOUTH OAK STREET #100
HOUSTON, TX 77058

Phone: 281.436.9773
Fax: 281.436.9775

**THE WHISKEY BLENDERY
PLANNED DEVELOPMENT
TOWN OF LITTLE ELM
DENSON COUNTY, TEXAS**



REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO. 1625001
PLAN NAME 1625001-CONCEPT L5 PLAN
CHECKED BY JPP
DRAWN BY JPP
DATE 12/18/2025
SHEET

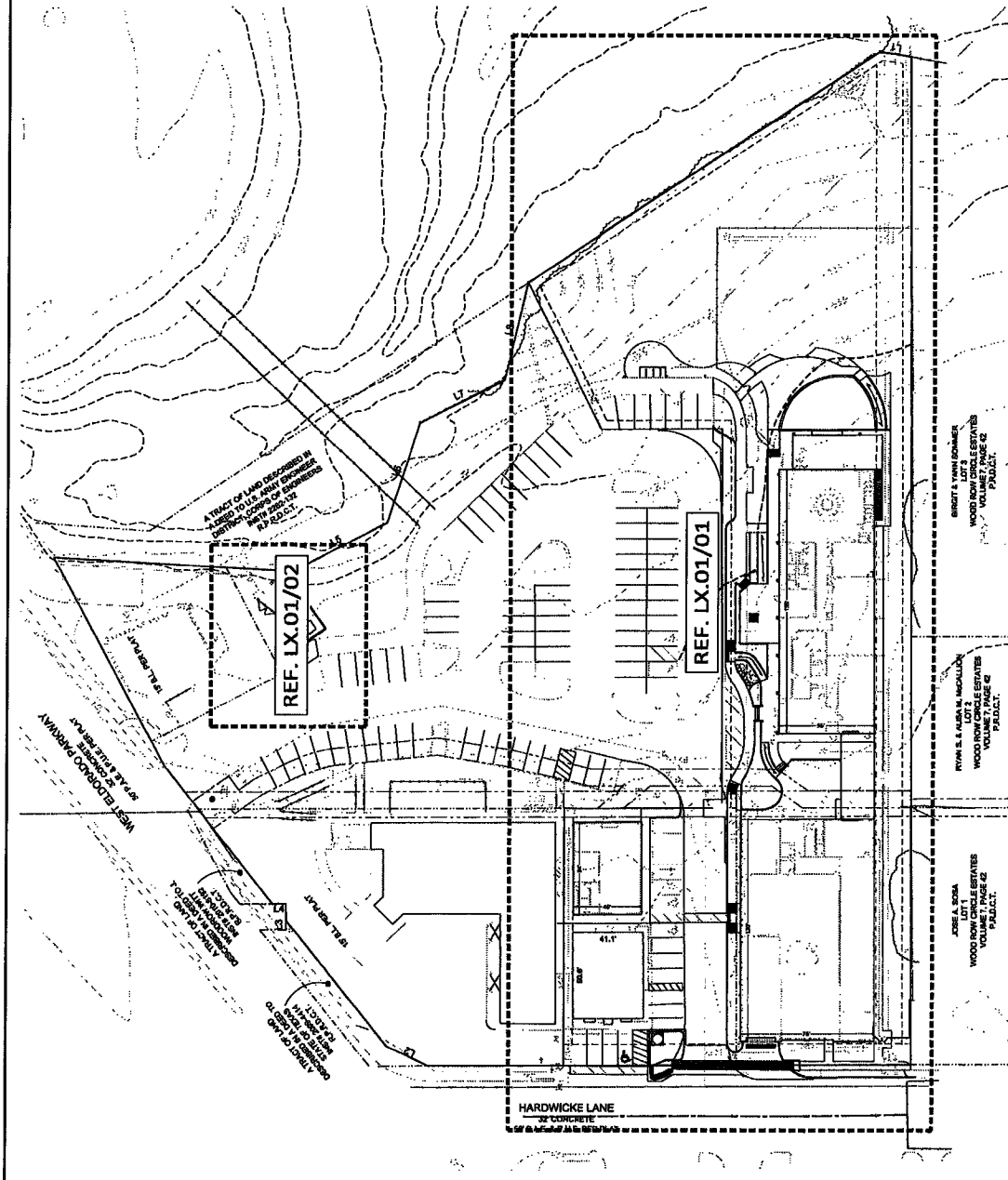
OVERALL PLAN

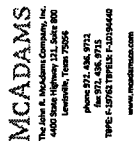
L1.00



GRAPHIC SCALE
1" = 100'-0"

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION





CLIENT
MGA ARCHITECTS
301 SOUTH OAK STREET #100
IRVING, TX 76261
CEAUG JACOBSON
PHONE: 817.945.0220

THE WHISKEY BLENDERY
PLANNED DEVELOPMENT
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS



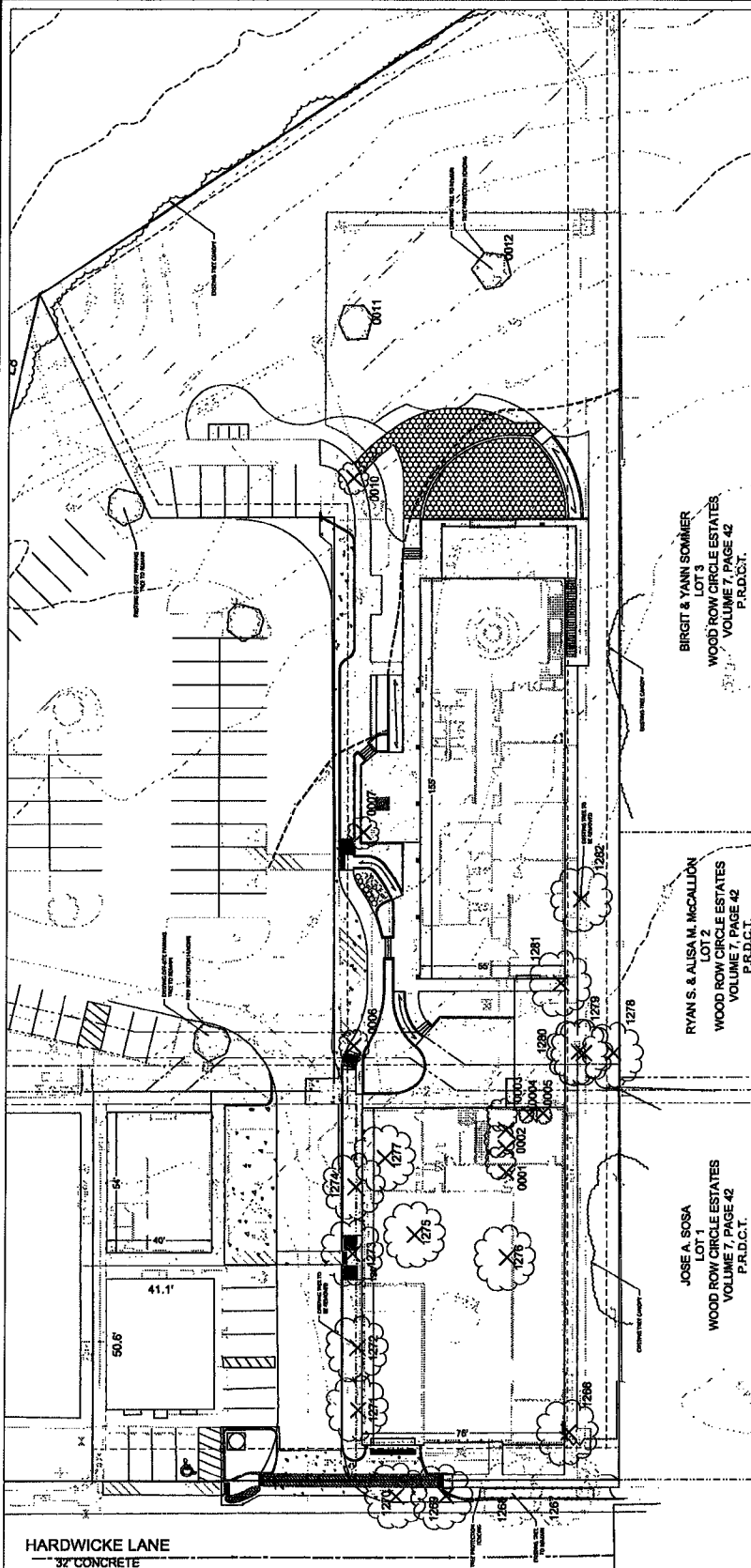
REVISIONS

1

PROJECT NO.	RD25001
FILENAME	RD25001-TS
CHECKED BY	JPP
DRAWN BY	MMMS
SCALE	1" = 20'
DATE	12/19/2015
SHEET	

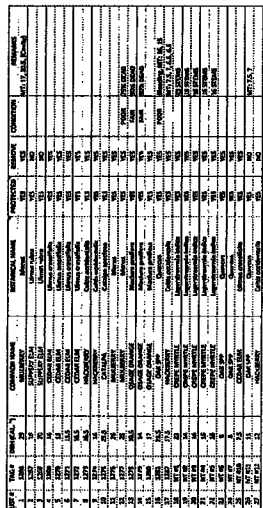
**TREE PRESERVATION
PLAN**

L1.01

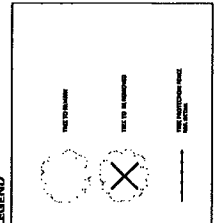
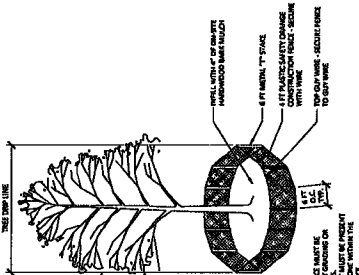


01 **PLAN ENLARGEMENT**
SCALE: 1"=20'-0"

02 PLAN ENLARGEMENT
SCALE: 1"=20'-0"



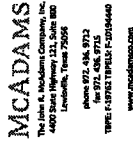
TITLE **RELATIONS WITH THE LABORER WHO DOES NOT MAKE ECONOMIC USES**



NOTES:

- 1. THESE PROTECTION FENCE MUST BE INSTALLED BEFORE ANY GRADING OR CONSTRUCTION BEGINS.
- 2. LANDSCAPE ARCHITECT MUST BE PRESENT WHEN ANY WORK IS DONE WITHIN THE TREE PROTECTION ZONE.

01 TREE PROTECTION FENCING



CLIENT

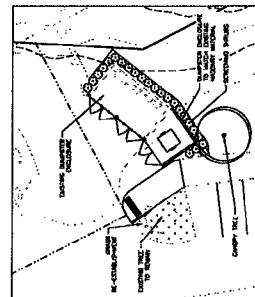
REGA ARCHITECTS
301 SOUTH OAK STREET #100
ROANSORE, TX 76262
CRANG JACOBSON
PHONE: 817.965.0230

THE WHISKEY BLENDERY
PLANNED DEVELOPMENT
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS



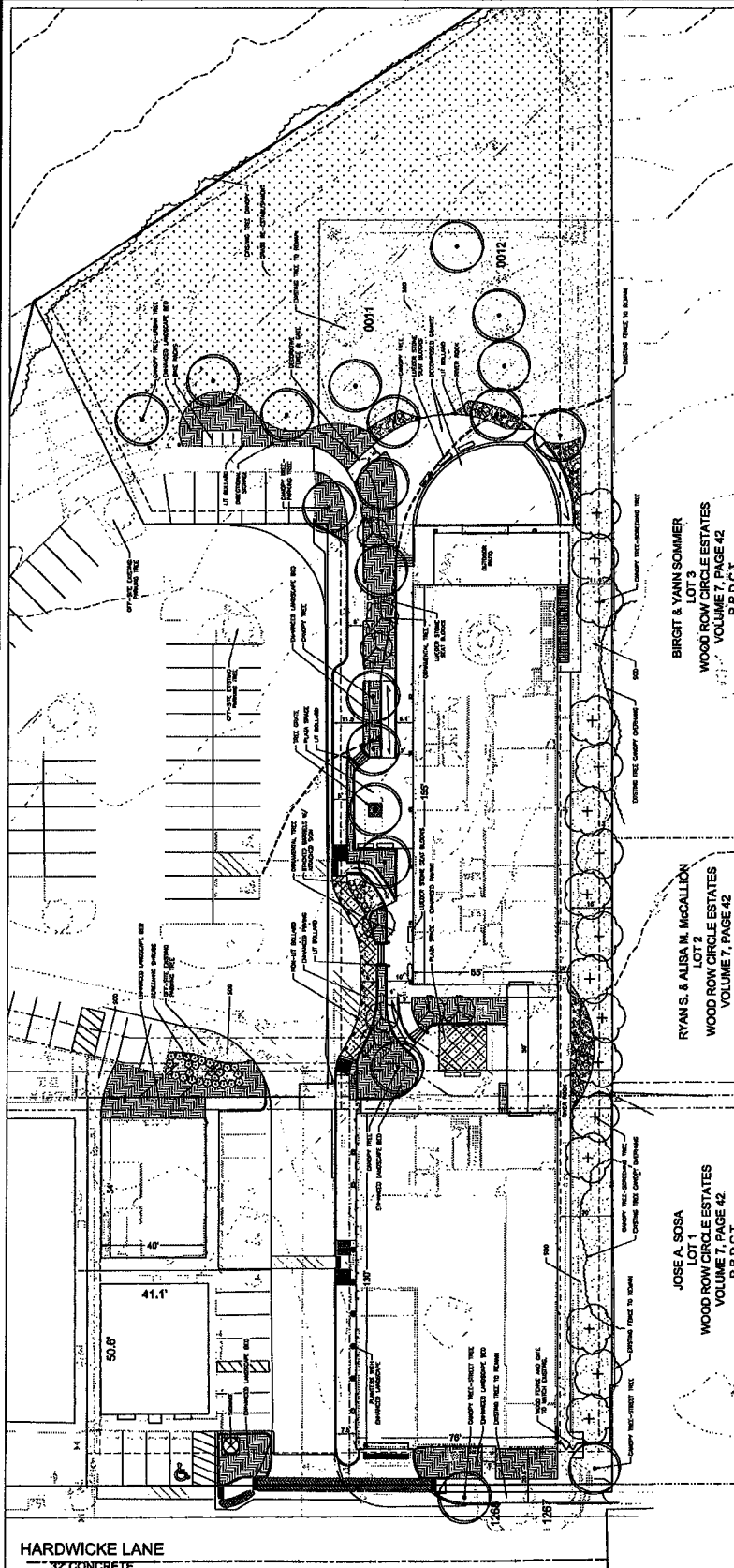
01 PLAN ENLARGEMENT

PLAN ENCLAVE



02 PLAN ENLARGEMENT
SCALE: 1"=30'-0"

FOR THE UNITED STATES



CONCEPT PLANT SCHEDULE SITE FURNISHING SCHEDULE

	<u>CANYON TREE - STREET, URBAN, & PARKING TREE</u>
	<u>WADERS STONE SEAT BLOCK</u>
	<u>NON-LIT BOLLARD</u>
	<u>LIT BOLLARD</u>
	<u>DIRECTIONAL SIGNAGE</u>
	<u>CANYON TREE - OFFSHORE PARKING TREE</u>

NOTES

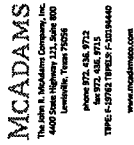
- | | | |
|---|------------------------|--|
|  | <u>ORNAMENTAL TREE</u> | 3. CANOPY TREES, STREET TREES, LIKE PARKING TREES, AND SCREENING TREES ARE TO BE LARGE SHADE TREES. SPREAD AND HEIGHT MAY VARY DEPENDING ON SPECIES. |
|  | <u>SCREENING SHRUB</u> | 2. SCREENING SHRUBS MUST BE 3'-5' HEIGHT AT TIME OF INSTALLATION. |

1

PROJECT NO.	NG25001
FILENAME	NG25001-CONCEPT LS PLAN
CHECKED BY	JPP
DRAWN BY	NHAN
SCALE	1" = 20'
DATE	12/19/2025
SHEET	

**CONCEPTUAL
LANDSCAPE PLAN
L5.01**

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION



CLIENT

REGA ARCHITECTS
301 SOUTH
ROANOK, VA
ORANG HALL
PHONE: 813

THE WHISKEY BLENDERY
PLANNED DEVELOPMENT
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS



REVISIONS

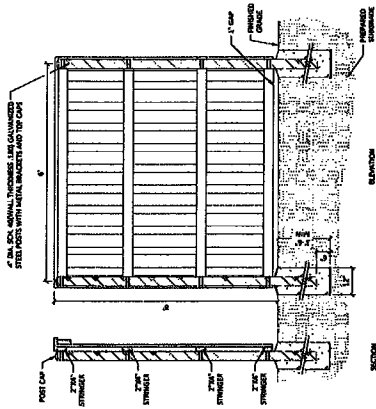
DATE	DESCRIPTION	AMOUNT
10/1/20	...	...
10/2/20	...	...
10/3/20	...	...
10/4/20	...	...
10/5/20	...	...
10/6/20	...	...
10/7/20	...	...
10/8/20	...	...
10/9/20	...	...
10/10/20	...	...
10/11/20	...	...
10/12/20	...	...
10/13/20	...	...
10/14/20	...	...
10/15/20	...	...
10/16/20	...	...
10/17/20	...	...
10/18/20	...	...
10/19/20	...	...
10/20/20	...	...
10/21/20	...	...
10/22/20	...	...
10/23/20	...	...
10/24/20	...	...
10/25/20	...	...
10/26/20	...	...
10/27/20	...	...
10/28/20	...	...
10/29/20	...	...
10/30/20	...	...
10/31/20	...	...
TOTAL	...	...

PLAN INFORMATION

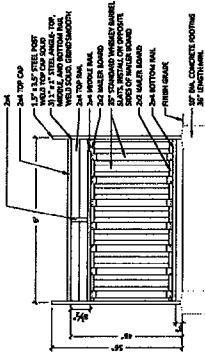
PROJECT NO.	RG25001
FILENAME	RG25001-CONCEPT IS PLAN
CHECKED BY	JPP
DRAWN BY	AMAR
SCALE	AS SHOWN
DATE	12/19/2025

FENCE EXAMPLE DETAILS

L5.02



01 8" BOARD ON BOARD WOOD FENCE
SCALE 1/2" = 1'-0"

02 FENCE-WHISKEY BARREL SLATS
SCM 12" x 1'-0"

NOTE:
THIS IS A CONCEPTUAL EXAMPLE OF A
WOOD JOINT TO MATCH EXISTING AS
SHOWN ON I.S.D. AND IN THE PD.

NOTE:
THIS IS A CONCEPTUAL EXAMPLE OF A
DECORATIVE FENCE AS NOTED ON L.S. 01
AND IN THE RD.