



**AGENDA**  
**Planning & Zoning Commission**  
Prosper Town Hall, Council Chambers  
250 W. First Street, Prosper, Texas  
Tuesday, June 03, 2025  
**6:00 PM**

Welcome to the Prosper Planning & Zoning Commission Meeting.

Citizens may watch the meeting live by using the following link: [www.prospertx.gov/livemeetings](http://www.prospertx.gov/livemeetings)

**Addressing the Planning & Zoning Commission:**

Those wishing to address the Planning & Zoning Commission must complete the Public Comment Request Form located on the Town's website or in the Council Chambers.

**If you are attending in person**, please submit this form to the Town Secretary or the person recording the minutes for the Board/Commission prior to the meeting. When called upon, please come to the podium, and state your name and address for the record.

**If you are watching online**, please submit this form to the Town Secretary prior to 4:00 p.m. on the day of the meeting in order for your comments to be read into the record. The Town assumes no responsibility for technical issues beyond our control.

In compliance with the Texas Open Meetings Act, the Town Council/Board/ Commission may not deliberate or vote on any matter that does not appear on the agenda. The Council/Board/Commission, however, may provide statements of fact regarding the topic, request the topic be included as part of a future meeting, and/or refer the topic to Town Staff for further assistance.

Citizens and other visitors attending Planning & Zoning Commission meetings shall observe the same rules of propriety, decorum, and good conduct applicable to members of the Commission. Any person making personal, impertinent, profane or slanderous remarks or who becomes boisterous while addressing the Commission or while attending the meeting shall be removed from the room, if so directed by the Mayor or presiding officer, and the person shall be barred from further audience before the Commission during that session of the meeting. Disruption of a public meeting could constitute a violation of Section 42.05 of the Texas Penal Code.

1. Call to Order / Roll Call.
2. Pledge of Allegiance.

**CONSENT AGENDA:**

Items placed on the Consent Agenda are considered routine in nature and are considered non-controversial. The Consent Agenda can be acted upon in one motion. Items may be removed from the Consent Agenda by the request of a Commission Member or Staff.

- 3a. Consider and act upon the minutes from the May 20, 2025, Planning & Zoning Commission work session meeting.
- 3b. Consider and act upon the minutes from the May 20, 2025, Planning & Zoning Commission regular meeting.

- 3c. Consider and act upon the minutes from the May 20, 2025, Planning & Zoning Commission work session meeting regarding the Unified Development Code.
- 3d. Consider and act upon a request for a Preliminary Plat of Creekside, on 90.7± acres, located on the east side of Legacy Drive and 1,000± feet south of Frontier Parkway. (DEVAPP-25-0006)
- 3e. Consider and act upon a request for a Site Plan for Temporary Buildings on Lakes of La Cima, Phase 3, Block 36, Lot 2X, on 10.0± acres, located on the southeast intersection of Somerville Drive and Livingston Drive. (DEVAPP-25-0053)

### **CITIZEN COMMENTS**

The public is invited to address the Commission on any topic. However, the Commission is unable to discuss or take action on any topic not listed on this agenda. Please complete a "Public Comment Request Form" and present it to a staff member prior to the meeting.

### **REGULAR AGENDA:**

If you wish to address the Commission, please fill out a "Public Comment Request Form" and present it to the Chair, preferably before the meeting begins. Pursuant to Section 551.007 of the Texas Government Code, individuals wishing to address the Planning & Zoning Commission for items listed as public hearings will be recognized when the public hearing is opened. For individuals wishing to speak on a non-public hearing item, they may either address the Commission during the Citizen Comments portion of the meeting or when the item is considered by the Planning & Zoning Commission.

- 4. Conduct a Public Hearing and consider and act upon a request for a Planned Development to create two single-family lots by subdividing a residential lot on Haiman Addition, Block A, Lot 1, on 0.6± acre, located on the north side of Seventh Street and 120± feet west of Church Street. (ZONE-24-0002)
- 5. Review actions taken by the Town Council and possibly direct Town Staff to schedule topic(s) for discussion at a future meeting.
- 6. Adjourn.

### **CERTIFICATION**

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Friday, May 30, 2025, and remained so posted at least 72 hours before said meeting was convened.

\_\_\_\_\_  
Michelle Lewis Sirianni, Town Secretary

\_\_\_\_\_  
Date Notice Removed

Pursuant to Section 551.071 of the Texas Government Code, the Town Council reserves the right to consult in closed session with its attorney and to receive legal advice regarding any item listed on this agenda.

### **NOTICE**

Pursuant to Town of Prosper Ordinance No. 13-63, all speakers other than Town of Prosper Staff are limited to three (3) minutes per person, per item, which may be extended for an additional two (2) minutes with approval of a majority vote of the Town Council.

**NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:** The Prosper Town Council meetings are wheelchair accessible. For special services or assistance, please contact the Town Secretary's Office at (972) 569-1073 at least 48 hours prior to the meeting time.



**MINUTES**  
**Prosper Planning & Zoning Commission**  
**Work Session**  
Prosper Town Hall  
Executive Conference Room  
250 W. First Street, Prosper, Texas  
Tuesday, May 20, 2025, 5:30 p.m.

**Call to Order / Roll Call**

The meeting was called to order at 5:30 p.m.

Commissioners Present: Chair Brandon Daniel, Vice Chair Damon Jackson, Secretary Josh Carson, John Hamilton, Matthew Furay, and Glen Blanscet

Staff Present: David Hoover, AICP (Director of Development Services), Suzanne Porter, AICP (Planning Manager), Dakari Hill (Senior Planner), Jerron Hicks (Planner) and Trey Ramon (Planning Technician)

**Items for Individual Consideration:**

**1. Discuss items on the May 20, 2025, Planning & Zoning Commission agenda.**

Town Staff presented the items on the May 20, 2025, Planning & Zoning Commission Consent Agenda.

The Commission inquired about Item 3f and 3g. There was discussion about the proposed location of the storage tank near Lakewood Drive and Town Staff's recommendation to relocate it farther away from the road.

The Commission inquired about Item 4. Further discussion was had pertaining to the restrictiveness in the proposed ordinance amendment and the issues the language could cause. Commissioners then inquired about the drive-through standards in neighboring cities which Staff explained were not nearly as restrictive.

**Adjourn.**

The work session was adjourned at 6:05 p.m.

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Trey Ramon, Planning Technician

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Josh Carson, Secretary





**MINUTES**  
**Prosper Planning & Zoning Commission**  
**Regular Meeting**  
Prosper Town Hall  
Council Chambers  
250 W. First Street, Prosper, Texas  
Tuesday, May 20, 2025, 6:00 p.m.

**1. Call to Order / Roll Call**

The meeting was called to order at 6:10 p.m.

Commissioners Present: Chair Brandon Daniel, Vice Chair Damon Jackson, Secretary Josh Carson, John Hamilton, Matthew Furay, and Glen Blanscet

Staff Members Present: David Hoover, AICP (Director of Development Services), Suzanne Porter, AICP (Planning Manager), Dakari Hill (Senior Planner), Jerron Hicks (Planner), and Trey Ramon (Planning Technician)

Other(s) Present: Amanda Davis, Town Attorney

**2. Recitation of the Pledge of Allegiance.**

**CONSENT AGENDA**

- 3a. Consider and act upon the minutes from the May 6, 2025, Planning & Zoning Commission work session meeting.
- 3b. Consider and act upon the minutes from the May 6, 2025, Planning & Zoning Commission work session meeting.
- 3c. Consider and act upon the minutes from the May 6, 2025, Planning & Zoning Commission meeting.
- 3d. Consider and act upon the minutes from the May 6, 2025, Planning & Zoning Commission UDC work session meeting.
- 3e. Consider and act upon a request for a Final Plat of Wandering Creek, Phase 2, on 20.1± acres, located on the southeast corner of Wildcat Way and First Street. (DEVAPP-24-0132)
- 3f. Consider and act upon a request for a Site Plan for a Prosper Independent School District Community Center, Administration Building, and Pavillion on Prosper ISD Lakewood Campus, Block A, Lot 1, on 53.3± acres, located on the east side of Lakewood Drive and 900± feet north of University Drive. (DEVAPP-25-0019)
- 3g. Consider and act upon a request for a Final Plat of Prosper ISD Lakewood Campus, Block A, Lot 1, on 53.3± acres, located on the east side of Lakewood Drive and 925± feet north of University Drive. (DEVAPP-25-0018)

**3h. Consider and act upon a request for a Conveyance Plat of Parvin 1385 Addition, Block A, Lots 1-2, on 90.1± acres, located on the south side of Parvin Road and 900± feet east of FM 1385. (DEVAPP-25-0040)**

Commissioner Hamilton made a request to pull Items 3f and 3g from the Consent Agenda.

Commissioner Carson made a motion to approve Items 3a, 3b, 3c, 3d, 3e, and 3h. The motion was seconded by Commissioner Hamilton. The motion was carried unanimously by a vote of 6-0.

Ms. Porter presented Items 3f and 3g to the Commissioners, provided an overview of the proposed storage tank and pump house location and explained Town Staff's recommendation to relocate the facility away from Lakewood Drive, further into the site by the detention pond.

Dan Heischman, Assistant Director of Engineering Services with the Town of Prosper, discussed with the Commissioners the proposed Traffic Impact Analysis request and the future development of Richland Boulevard and Wildcat Way.

Mike Wilson with TNP Engineering explained to the Commissioners that alternative sites on the property have been extensively researched for the placement of the storage tank and pump house. However, due to uncertainty about future development on the neighboring site, the currently proposed location was considered the most suitable. Since the Preliminary Site Plan, the positions of the pump house and storage tank were switched to better shield the structures from the road, along with the addition of landscape screening.

Commissioner Carson inquired about the purpose of the storage tank and asked for more information pertaining to why relocation of the storage tank was not viewed as a feasible option. Mr. Wilson explained that the purpose of the storage tank was for irrigation of the campus as well as keeping the irrigation ponds full. Additionally, he reiterated the School District's desire to have the eastern portion of the site remain open to accommodate any future development.

Commissioners Carson and Blanscet inquired about the growth rate and maximum height of the yaupon hollies being used to screen the storage tank. Mr. Wilson explained that the trees would be eight feet tall at the time of planting and could grow at a rate of one to two feet per year, reaching a maturity height of twenty to twenty-five feet.

Mr. Wilson stated that the school district was requesting approval of the proposed site plan as submitted, with the inclusion of additional landscaping to screen the storage tank and pump house. Additionally, he requested that approval of the Traffic Impact Analysis be conditioned prior to the construction of Richland Boulevard allowing site improvements to begin while the study is still being reviewed.

Todd Shirley, Chief of Construction & Design with Prosper ISD, addressed the commissioners and emphasized the school district's desire to keep the storage tank in its proposed location.

Commissioner Blanscet made a motion to approve item 3f subject to relocation of the storage tank and pump house, with final placement subject to approval by the Director of Development Services and subject to the Traffic Impact Analysis being approved prior to the release of construction for Richland Boulevard. The motion was seconded by Chairman Daniel. The motion failed by a vote of 3-3 with Commissioners Carson, Hamilton, and Furay, in opposition.

Commissioner Furay inquired whether landscaping would provide sufficient screening for the storage tank and pump house. Mr. Hoover responded that landscaping would not sufficiently screen the area due to the planting needing several years to reach maturity.

Mr. Wilson provided the Commission with examples of water tanks/towers on Town Property that were either near a thoroughfare or did not have screening.

Commissioner Furay made a motion to approve Item 3f subject to staff conditions with modifications to include the relocation of the storage tank and pump house final placement subject to approval by the Director of Development Services and subject to the Traffic Impact Analysis being approved prior to the release of construction for Richland Boulevard. The motion was seconded by Commissioner Carson. The motion was carried unanimously by a vote of 6-0.

Commissioner Blanscet made a motion to approve Item 3g subject to Town Staff's recommendations. The motion was seconded by Commissioner Furay. The motion was carried unanimously by a vote of 6-0.

### **CITIZEN COMMENTS**

No comments were made.

### **REGULAR AGENDA:**

- 4. Conduct a Public Hearing to consider and act upon amending Article 3, Division 1, Section 3.1.4 – Conditional Development Standards and Article 4, Division 9 - Additional and Supplemental, of the Town of Prosper Zoning Ordinance to modify requirements related to drive-throughs. (ZONE-25-0005)**

A motion was made by Commissioner Hamilton to remove Item 4 from the table. The motion was seconded by Commissioner Jackson. The motion was carried unanimously by a vote of 6-0.

Ms. Porter presented Item 4 to the Commissioners and discussed the standards of other municipalities pertaining to drive-throughs. Commissioner Carson recommended that Town Staff also look at other municipalities with similar growth patterns and size including Flower Mound, Southlake, and Trophy Club.

Commissioner Carson suggested adding language to the amendment to address sites with an anchor user that may have adjacent lots with drive-throughs. Additionally, Commissioner Blanscet suggested considering a distance requirement between drive-throughs.

Town Staff emphasized the importance of identifying the specific goals of the amendment. The Commissioners stated that the amendment should address aesthetics, congestion, and safety. Town Staff requested that the item be tabled indefinitely to better refine the language in the amendment and to conduct additional research on similar standards in comparable municipalities.

Commissioner Blanscet made a motion to table Item 4 indefinitely. The motion was seconded by Commissioner Carson. The motion was carried unanimously by a vote of 6-0.

**5. Review actions taken by the Town Council and possibly direct Town Staff to schedule topic(s) for discussion at a future meeting.**

Ms. Porter informed the Commissioners of the past Town Council actions and upcoming cases for Planning & Zoning Commission action.

Secretary Josh Carson noted that he would not be present at the next Planning & Zoning Commission meeting.

**6. Adjourn.**

The meeting was adjourned at 8:05 p.m.

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Trey Ramon, Planning Technician

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Damon Jackson, Vice Chair



**Minutes**  
**Prosper Planning & Zoning Commission**  
**Work Session**  
Prosper Town Hall  
Executive Conference Room  
250 W. First Street, Prosper, Texas  
Tuesday, May 20, 2025, 6:00 p.m.  
Immediately Following Regular Meeting

**Call to Order / Roll Call**

The meeting was called to order at 8:17 p.m.

Commissioners Present: Chair Brandon Daniel, Vice Chair Damon Jackson, Secretary Josh Carson, John Hamilton, Matthew Furay, and Glen Blanscet

Staff Present: David Hoover, AICP (Director of Development Services), Suzanne Porter, AICP (Planning Manager), Dakari Hill (Senior Planner), Jerron Hicks (Planner), and Trey Ramon (Planning Technician)

**Items for Individual Consideration:**

**1. Discussion regarding Chapters 14 and 15 of the Unified Development Code.**

Town Staff discussed Chapters 14 and 15 of the Unified Development Code with the Commissioners who provided feedback regarding the standards and format.

**Adjourn.**

The work session was adjourned at 9:30 p.m.

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Trey Ramon, Planning Technician

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Damon Jackson, Vice Chair



## PLANNING

**To:** Planning & Zoning Commission

**From:** Dakari Hill, Senior Planner

**Through:** David Hoover, AICP, Director of Development Services

**Cc:** Suzanne Porter, AICP, Planning Manager

**Re:** Preliminary Plat of Creekside

**Meeting:** June 3, 2025

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**Item No. 3d**

**Agenda Item:**

Consider and act upon a request for a Preliminary Plat of Creekside, on 90.7± acres, located on the east side of Legacy Drive and 1,000± feet south of Frontier Parkway. (DEVAPP-25-0006)

**Future Land Use Plan:**

The Future Land Use Plan designates this area as Medium Density Residential.

**Zoning:**

The property is zoned Planned Development-129 (Single Family-10).

**Conformance:**

The Preliminary Plat conforms to the development standards of Planned Development-129.

**\* Bolded items in this section represent what is reflected on the preliminary plat while the items in parenthesis show the requirements outlined in the Planned Development. \***

- Density:
  - Lot Count – **221 Lots** (Max. of 221 Lots)
    - Type A Lots (10,500 SF) – **50 Lots** (Max. of 50 Lots)
    - Type B Lots (11,000 SF) – **110 Lots** (No Max. or Min.)
    - Type C Lots (12,000 SF) – **61 Lots** (Min. of 55 Lots)

- Size of Yards:
  - Type A, B, and C Lots
    - Minimum Front Yard – **25'** (Min. of 25')
    - Minimum Side Yard – **8'** (Min. of 8')
    - Minimum Side Yard (Adj. to Street) – **15'** (Min. of 15')
    - Minimum Rear Yard – **25'** (Min. of 25')
- Size of Lots:
  - Type A Lots
    - Minimum Lot Size – **10,500 SF** (Min. of 10,500 SF)
    - Minimum Lot Width – **76'** (Min. of 76')
    - Minimum Lot Depth – **125'** (Min of 125')
  - Type B Lots
    - Minimum Lot Size – **11,000 SF** (Min. of 11,000 SF)
    - Minimum Lot Width – **76'** (Min. of 76')
    - Minimum Lot Depth – **125'** (Min. of 125')
  - Type C Lots
    - Minimum Lot Size – **12,000 SF** (Min. of 12,000 SF)
    - Minimum Lot Width – **76'** (Min. of 76')
    - Minimum Lot Depth – **125'** (Min. of 125')

**Description of Agenda Item:**

The purpose of the Preliminary Plat is to construct 221 single-family homes and 16 open space/common area lots. Fifty of these lots will be developed as Type A Lots (10,500 SF), 111 of these lots will be developed as Type B Lots (11,000 SF), and the remaining 61 lots will be developed as Type C Lots (12,000 SF).

**Access:**

Access is provided from Legacy Drive, Hillary Drive, and Bancroft Drive.

**Landscaping, Open Space, and Screening:**

The proposed development complies with all landscaping, open space, and screening requirements.

**Town Park:**

The lot depicted as Block C, Lot 1X will be dedicated to the Town for a future park.

**Gap in Deed:**

A sliver of unclaimed land exists between this development and the adjacent development to the south, Prosper ISD Middle School 7. The developers for this subdivision and the school district are working toward a resolution regarding ownership of the piece of land. If the land is claimed by the school district, the boundary for this subdivision will remain the same. If the land is claimed by the subdivision, it will be incorporated into the rear of the lots it's adjacent to at the time of the final plat.

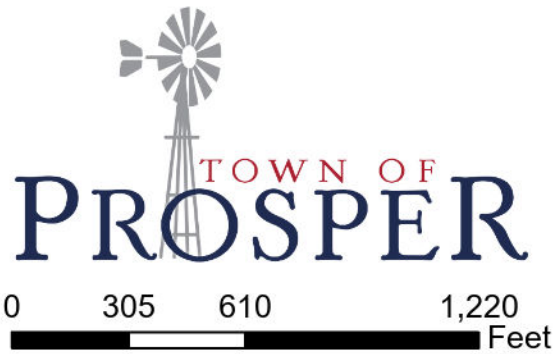
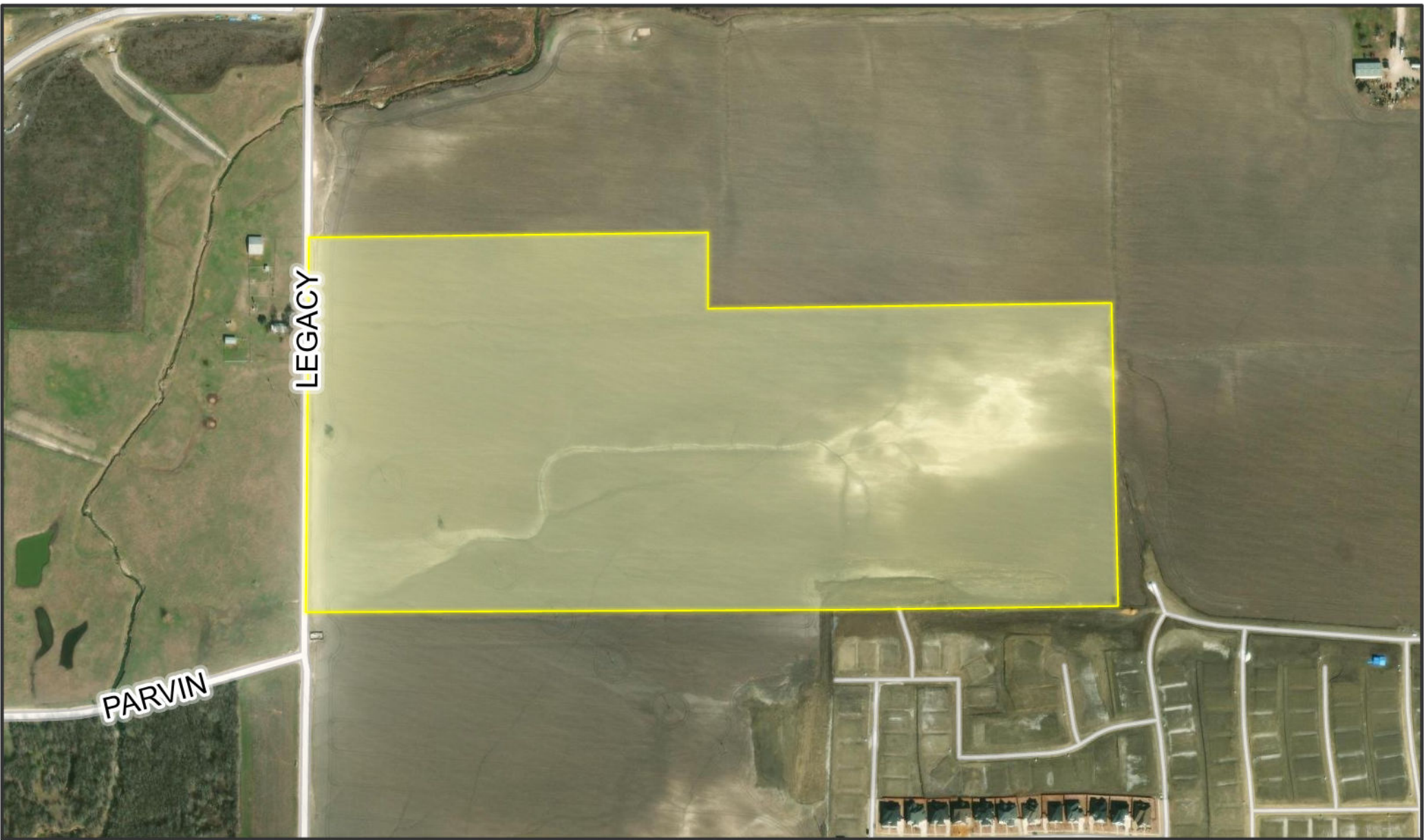
**Attached Documents:**

1. Location Map
2. Preliminary Plat
3. Conceptual Plan (Planned Development-129)

**Town Staff Recommendation:**

Town Staff recommends approval of the Preliminary Plat.





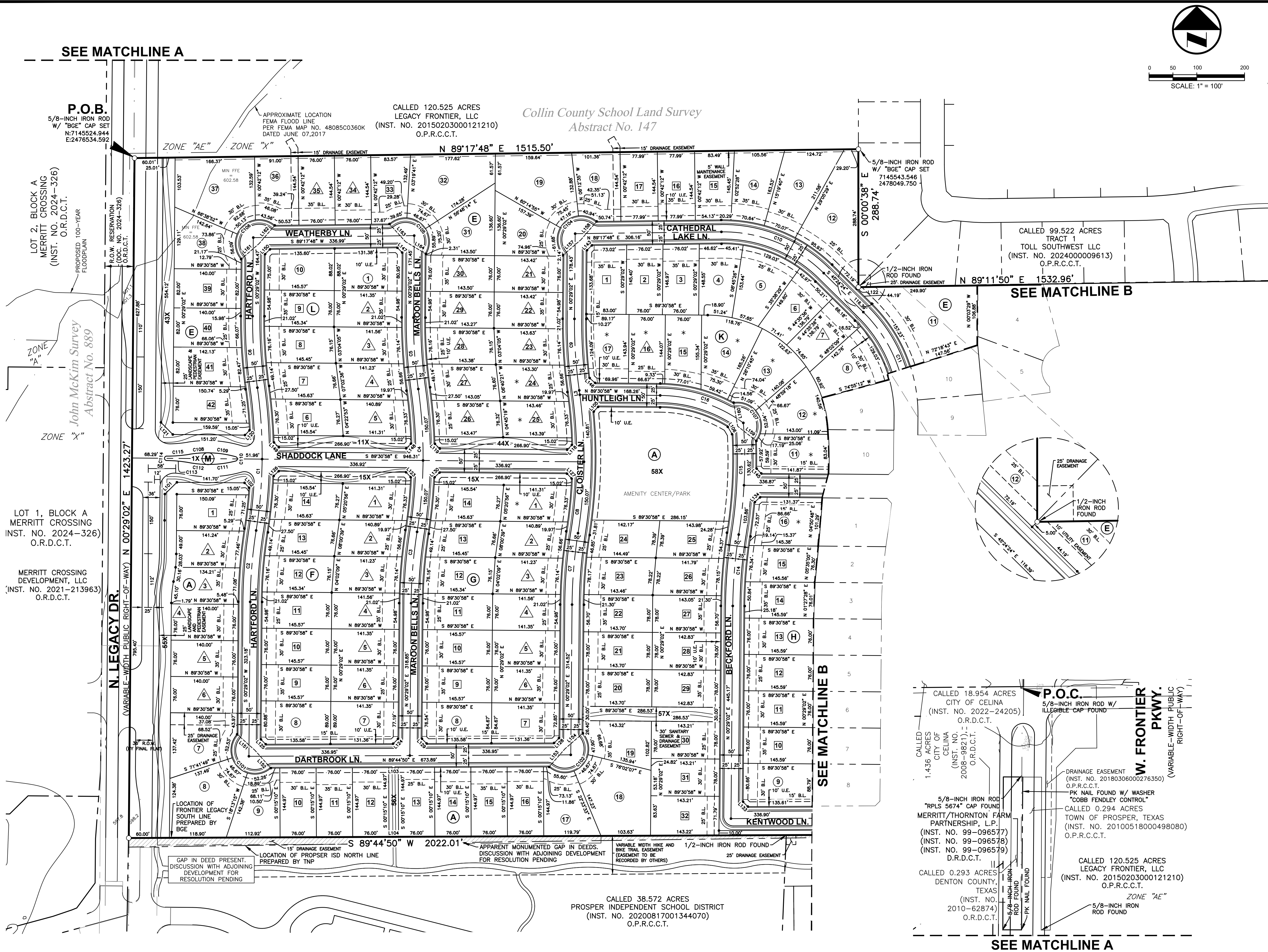
This map for illustration purposes only

DEVAPP-25-0006

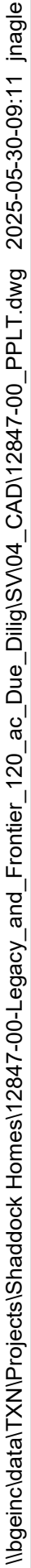
Creekside

Preliminary Plat









1. Bearing system for this survey is based on the North American Datum of 1983, NA2011 (Epoch 2010.00), Texas State Plane Coordinate System, North Central Zone (4202) with an applied combined scale factor of 1.000152710. Distances and areas shown are surface values in U.S. Survey Feet.
2. The floodplain boundaries shown hereon are approximate and are not depicted as a result of an on-the-ground survey. The subject tract lies with Zone X and Zone AE as delineated on Flood Insurance Rate Map for Collin County, Texas and Incorporated Areas, Map Number 48085C0115J, with Map Revised June 2, 2009.
 

Zone X - Areas determined to be outside the 0.2% annual chance floodplain

Zone AE - (Special flood hazard areas subject to inundation by the 1% annual chance flood event) - Base flood elevations determined
3. The subject property does lie within a 100-year flood plain according to Community Panel No. 48085C0115J, dated June 2, 2009 of the National Flood Insurance Rate Maps of Collin County, Texas. Floodplain to be revised for this project.
4. The square footage value shown hereon is a mathematical value calculated from the boundary data shown hereon. This value in no way represents the precision of closure of this survey or the accuracy of corner monuments found or placed.
5. All open space lots are owned and maintained by the Homeowners Association.
6. Lots 55X-57X, 59X-60X, Block A; Lot 11X, Block B; Lots 43X-44X, Block E; Lot 15X, Block F; Lot 15X, Block G; Lot 19X, Block J; and Lot 11X, Block L shall contain sidewalks for connectivity to the Town of Prosper trail system.

- TYPE A LOTS = 50 PROVIDED (MAX 50 ALLOWED)  
TYPE B LOTS = 110 LOTS PROVIDED  
TYPE C LOTS = 61 LOTS PROVIDED (MIN 55 ALLOWED)

The undersigned covenants and agrees that the access easement(s) may be utilized by any person of the general public for ingress and egress to other real property, and for the purpose of general public vehicular use and access, and for the Fire Department, Police, and emergency use in along, upon, and across said premises, with the right and privilege at all time of the Town of Prosper, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon, and across said premises.

The undersigned covenants and agrees that the landscape easement and restrictions herein set forth shall run with the land and be binding on the owner(s) of the property in this subdivision, their successors and assigns, and all parties claiming by, through and under them. In the event a Replat is requested on all or part of this property, the owner(s) shall be responsible for adjusting the easement at its sole discretion. The sole responsibility for maintenance and replacement of landscape materials shall be borne by any homeowners' association hereafter established for the owners of lots in this subdivision and/or the owner of the individual lots within this subdivision. Such maintenance and replacement shall be in conformance with the requirements, standards, and specifications of the Town of Pahrump, Nevada, as currently in effect, as may be hereafter amended. The Town of Pahrump may enforce such performance by any other remedy allowed by law. This Landscape Easement shall be void of utilities and other elements unless otherwise approved on the plat.

A and E, as shown on the plat is called "Drainage Easement" and is the natural drainage channel across each lot. The existing creek or creeks traversing along the Drainage and Floodway Easement within the limits of this addition, will remain as an open channel at all times and will be maintained by the owners of the lot or lots that are traversed by or adjacent to the drainage courses in the Drainage and Floodway Easement. The Town will not have the right to alter, maintain and operation or said creek or creeks or for any damage to private property or person that results for the flow of water along said creek, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence, or any other structure within the Drainage and Floodway Easement or the natural drainage channels, as herein above defined. Provided it is understood that in the event it becomes necessary for the Town to erect or consider erecting any type of drainage structure, such as a culvert, within the Drainage and Floodway Easement, the Town shall have the right to enter upon the Drainage and Floodway Easement at any point, or points, to investigate, survey or to erect, construct, and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the natural drainage channels traversing or adjacent to his property clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water. Each property owner shall have the right to sue for damages or to enjoin the purpose of obstruction and supervisory maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Floodway Easement, as in the case of all natural channels, are subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The Town shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena, or resulting from the building of any structure or structures within the natural drainage channels. The failure of any outside or inside drainage or Floodway Easement channel to maintain the minimum elevation shown on the plat. The minimum floor elevation for each lot shall be as shown on the plat.

W. FRONTIER PKWY

FRONTIER PKWY

LEGACY DR

PARVIN RD

PROSPER TRAIL

W. PROSPER TRAIL

PROJECT LOCATION

The image contains three diagrams illustrating lot layout details with dimensions and setbacks:

- TYPICAL LOT DETAIL:** A rectangular lot measuring 76.00' by 140.00'. It shows setbacks of 25' B.L. (Back Lot) on all four sides and 8' B.L. (Side Lot) on the left and right sides.
- CURVE/CUL-DE-SAC/EYEBROW LOTS DETAIL:** A lot measuring 70.00' (MIN.) by 120.00' (MIN.). It shows setbacks of 25' B.L. on the top and bottom, 8' B.L. on the left and right, and a 70.00' (MIN.) setback on the bottom side.
- R.O.W./CORNER LOT DETAIL:** A lot measuring 76.00' (MIN.) by 125.00' (MIN.). It shows setbacks of 25' B.L. on the top and bottom, 8' B.L. on the left and right, and a 76.00' (MIN.) setback on the bottom side.

Below each diagram is a caption and reference:

- TYPICAL LOT DETAIL:** PER PD-129 N.T.S.
- CURVE/CUL-DE-SAC/EYEBROW LOTS DETAIL:** PER PD-129 N.T.S.
- R.O.W./CORNER LOT DETAIL:** PER PD-129 N.T.S.

DEVAPP-25-0006  
PRELIMINARY PLAT  
**CREEKSIDE**  
90.730 ACRES  
237 TOTAL LOTS

221 RESIDENTIAL LOTS  
 LOTS 1-54, BLOCK A; LOTS 1-10, BLOCK B; LOTS 1-10, BLOCK D; LOTS 1-42,  
 BLOCK E; LOTS 1-14, BLOCK F; LOTS 1-14, BLOCK G; LOTS 1-16, BLOCK H;  
 LOTS 1-16, BLOCK I; LOTS 1-18, BLOCK J; LOTS 1-17, BLOCK K; LOTS 1-10,  
 BLOCK L;

11 OPEN SPACE LOTS  
LOTS 55X-57X, 59X-60X, BLOCK A; LOT 11X, BLOCK B; LOT 1X, BLOCK C;  
LOT 11X, BLOCK D; LOT 43X, BLOCK E; LOT 19X, BLOCK J; LOT 1X, BLOCK M

5 COMMON AREA LOTS  
LOT 58X, BLOCK A; LOT 44X, BLOCK E; LOT 15X, BLOCK F; LOT 15X, BLOCK G  
LOT 11X, BLOCK L

COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147  
TOWN OF PROSPER, COLLIN COUNTY, TEXAS  
MAY 2025  
SHEET 2 OF 3

**OWNER/DEVELOPER**  
**SHADDOCK-CREEKSIDE**  
**PROSPER, LLC**  
2400 DALLAS PARKWAY, SUITE 560  
PLANO, TEXAS 75093  
Contact: William C. Shaddock, Jr.  
Phone: 214-225-9643

## SURVEYOR

**BGE, Inc.**  
2595 Dallas Parkway, Suite 101, Frisco, TX 75034  
Tel: 972-464-4800 • [www.bgeinc.com](http://www.bgeinc.com)  
TBPELS Firm No. 10106500  
Contact: Mark Peace, R.P.L.S.  
Telephone: 972-464-4884 • Email: [mpeace@bgeinc.com](mailto:mpeace@bgeinc.com)



OWNER'S CERTIFICATE

STATE OF TEXAS           §  
COUNTY OF COLLIN       §

WHEREAS, Shaddock-Creekside Prosper, LLC is the owner of a 90.730-acre (3,952.213-square-foot) tract of land situated in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County, Texas; said tract being part of that certain tract of land described in Special Warranty Deed to Legacy Frontier, LLC recorded in Instrument No. 20150203000121210 of the Official Public Records of Collin County, Texas; said 90.730-acre-tract of land being more particularly described by metes and bounds as follows:

COMMENCING, at a 5/8-inch iron rod with illegible cap found for the southeast corner of that called 1.436-acre tract of land described in Right-of-Way Dedication to the City of Celina recorded in Instrument No. 2008-9821 of said Official Records of Denton County, and the intersection of the approximate centerline of Legacy Drive (a variable-width public right-of-way) and the south right-of-way line of Frontier Parkway (a variable-width public right-of-way); said point being the northwest corner of said Legacy Frontier tract, the northeast corner of that called 18.954-acre tract of land described in Right-of-Way Warranty Deed to City of Celina recorded in Instrument No. 2022-24205 of the Official Records of Denton County, Texas;

THENCE, South 00 degrees 30 minutes 57 seconds West, with the approximate centerline of said Legacy Drive, a west line of said Legacy Frontier tract, the east line of the said 18.954-acre City of Celina tract, and the east line of those certain tracts of land described in Special Warranty Deeds to Merritt/Thornton Farm Partnership, L.P. recorded in Instrument No. 99-096577, 99-096578, and 99-096579 of the Deed Records of Denton County, Texas, a distance of 189.17 feet to a 5/8-inch iron rod with "RPLS 5674" cap found; said point being a southwest corner of said Legacy Frontier tract, the northwest corner of that certain tract of land described in Right-of-Way Warranty Deed to the Town of Prosper recorded in 20100518000498080 of said Official Public Records of Collin County, and the northeast corner of that certain tract of land described in General Warranty Deed to Denton County, Texas recorded in Instrument No. 2010-62874 of said Official Records of Denton County;

THENCE, South 89 degrees 49 minutes 05 seconds East, departing the approximate centerline of said Legacy Drive and the said east line of Merritt/Thornton tract and with a south line of said Legacy Frontier tract and the north line of said Town of Prosper tract, a distance of 39.21 feet to a point; said point being an ell corner of said Legacy Frontier tract and the northeast corner of said Town of Prosper tract;

THENCE, South 00 degrees 10 minutes 55 seconds West, with a west line of said Legacy Frontier tract and the east line of said Town of Prosper tract, a distance of 320.00 feet to a 5/8-inch iron rod; said point being an ell corner of said Legacy Frontier tract and the southeast corner of said Town of Prosper tract;

THENCE, North 89 degrees 49 minutes 05 seconds West, with a north line of said Legacy Frontier tract and the south line of said Town of Prosper tract, a distance of 40.90 feet to a PK nail found in the said approximate centerline of Legacy Drive; said point being a northwest corner of said Legacy Frontier tract, the southwest corner of said Town of Prosper tract, the southeast corner of said Denton County tract, and a northeast corner of that called 26.822-acre tract described in Special Warranty Deed to Merritt Crossing Development LLC recorded in Instrument No. 2021-213963 of said Official Records of Denton County;

THENCE, South 00 degrees 29 minutes 02 seconds West, with the said approximate centerline of Legacy Drive, a west line of said Legacy Frontier tract, and an east line of said Merritt Crossing Development tract, a distance of 358.02 feet to a 5/8-inch iron rod with "BGE" cap set for corner at the POINT OF BEGINNING;

THENCE, North 89 degrees 17 minutes 48 seconds East, departing the said approximate centerline of Legacy Drive, the said east line of Merritt Crossing Development tract, and the said west line of Legacy Frontier tract and into and across said Legacy Frontier tract, a distance of 1,515.50 feet to a 5/8-inch iron rod with "BGE" cap set for corner in an east line of said Legacy Frontier tract and a west line of a called 99.522-acre tract of land described as Tract 1 in Special Warranty Deed to Toll Southwest LLC recorded in Instrument No. 2024000009613 of said Official Public Records of Collin County;

THENCE, South 00 degrees 00 minutes 38 seconds East, with the said east line of Legacy Frontier tract and the said west line of Tract 1, a distance of 288.74 feet to a 1/2-inch iron rod found for corner; said point being an interior corner of said Legacy Frontier tract and a southwest corner of said Tract 1;

THENCE, North 89 degrees 11 minutes 50 seconds East, with a north line of said Legacy Frontier tract and a south line of said Tract 1, a distance of 1,532.96 feet to a 1/2-inch iron rod with illegible cap found for corner; said point being a northeast corner of said Legacy Frontier tract and an interior corner of said Tract 1;

THENCE, South 01 degrees 14 minutes 54 seconds East, with an east line of said Legacy Frontier tract and a west line of said Tract 1, a distance of 1,151.46 feet to a 60D nail found for corner in the north line of a called 221.617-acre tract of land described in Special Warranty Deed to BGY Prosper 221 LLC in Instrument No. 20171121001544530 of said Official Public Records of Collin County; said point being the southeast corner of said Legacy Frontier tract and the southwest corner of said Tract 1;

THENCE, South 89 degrees 13 minutes 16 seconds West, with the south line of said Legacy Frontier tract and the said north line of BGY Prosper 221 tract, a distance of 1,063.46 feet to a 5/8-inch iron rod with "KHA" cap found for corner; said point being an angle point for said Legacy Frontier tract, the northwest corner of said BGY Prosper 221 tract, and the northeast corner of a called 37.554-acre tract of land described as Tract 2 in Special Warranty Deed to Toll Southwest LLC recorded in Instrument No. 2024000009613 of said Official Public Records of Collin County;

THENCE, South 89 degrees 44 minutes 50 seconds West, continuing with the south line of said Legacy Frontier tract and with the north line of said Tract 2 and the north line of that called 38.572-acre tract of land described in Special Warranty Deed to Prosper Independent School District recorded in Instrument No. 20200817001344070 of said Official Public Records of Collin County, at a distance of 645.55 feet passing a 1/2-inch iron rod found for the northwest corner of said Tract 2 and the northeast corner of said Prosper Independent School District tract and continuing for a total distance of 2,022.01 feet to a point for corner in the said approximate centerline of Legacy Drive and in the said east line of Merritt Crossing Development tract; said point being the southwest corner of said Legacy Frontier tract and the northwest corner of said Prosper Independent School District tract;

THENCE, North 00 degrees 29 minutes 02 seconds East, with the said approximate centerline of Legacy Drive, the west line of said Legacy Frontier tract, and the east line of said Merritt Crossing Development tract, a distance of 1,423.27 feet to the POINT OF BEGINNING and containing 90.730 acres or 3,952.213 square feet of land, more or less.

NOW, THEREFORE, KNOWN ALL MEN BY THESE PRESENTS:

RESIDENTIAL LOT TABLE				RESIDENTIAL LOT TABLE				RESIDENTIAL LOT TABLE				RESIDENTIAL LOT TABLE			
LOT		SQ. FT.	ACRES	LOT		SQ. FT.	ACRES	LOT		SQ. FT.	ACRES	LOT		SQ. FT.	ACRES
A-1	□	11,108	0.255	A-23	□	11,271	0.259	A-45	○	12,121	0.278	D-3	□	11,004	0.253
A-2	△	10,531	0.242	A-24	□	11,192	0.257	A-46	○	12,066	0.277	D-4	□	11,004	0.253
A-3	△	10,514	0.241	A-25	□	11,124	0.255	A-47	○	12,054	0.277	D-5	□	11,004	0.253
A-4	□	10,640	0.244	A-26	□	11,070	0.254	A-48	○	12,007	0.276	D-6	□	11,004	0.253
A-5	△	10,640	0.244	A-27	□	11,142	0.256	A-49	○	12,020	0.276	D-7	□	11,004	0.253
A-6	△	10,640	0.244	A-28	□	11,141	0.256	A-50	○	12,017	0.276	D-8	□	11,004	0.253
A-7	○	15,451	0.355	A-29	□	11,141	0.256	A-51	○	12,154	0.279	D-9	□	11,004	0.253
A-8	○	20,720	0.476	A-30	□	11,170	0.256	A-52	○	12,346	0.283	D-10	□	11,004	0.253
A-9	○	12,407	0.285	A-31	□	11,170	0.256	A-53	○	12,289	0.282	E-1	○	12,429	0.285
A-10	□	11,017	0.253	A-32	□	11,844	0.272	A-54	□	11,263	0.259	E-2	△	10,640	0.244
A-11	□	11,017	0.253	A-33	□	11,707	0.269	B-1	□	11,004	0.253	E-3	□	11,419	0.262
A-12	□	11,017	0.253	A-34	○	12,447	0.286	B-2	□	11,004	0.253	E-4	○	13,750	0.316
A-13	□	11,017	0.253	A-35	□	11,444	0.263	B-3	□	11,004	0.253	E-5	○	20,854	0.479
A-14	□	11,017	0.253	A-36	□	11,785	0.271	B-4	□	11,004	0.253	E-6	□	11,712	0.269
A-15	□	11,017	0.253	A-37	□	11,921	0.274	B-5	□	11,004	0.253	E-7	□	11,905	0.273
A-16	□	11,017	0.253	A-38	□	11,915	0.274	B-6	□	11,004	0.253	E-8	□	11,921	0.274
A-17	○	12,573	0.289	A-39	□	11,902	0.273	B-7	□	11,004	0.253	E-9	□	11,198	0.257
A-18	○	20,657	0.474	A-40	□	11,862	0.272	B-8	□	11,004	0.253	E-10	□	12,026	0.276
A-19	□	11,865	0.272	A-41	□	11,873	0.273	B-9	△	10,640	0.244	E-11	○	28,625	0.657
A-20	□	11,208	0.257	A-42	○	12,014	0.276	B-10	△	10,680	0.245	E-12	○	21,435	0.492
A-21	□	11,208	0.257	A-43	○	12,887	0.296	D-1	□	11,488	0.264	E-13	○	17,047	0.391
A-22	□	11,207	0.257	A-44	○	13,101	0.301	D-2	○	12,072	0.277	E-14	○	13,302	0.305

THAT, Shaddock-Creekside Prosper, LLC, and acting herein by and through their duly authorized officers, do hereby certify and adopt this plat designating the herein above described property as Creekside, an addition to the Town of Prosper, and do hereby dedicate to the public use forever, the streets and alleys shown thereon, Shaddock-Creekside Prosper, LLC, do hereby certify the following:

- The streets and alleys are dedicated for street and alley purposes.
- All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
- The easements and public use areas, as shown are dedicated for the public use forever for the purposes indicated on this plat.
- No buildings, fences, trees, shrubs, or other improvements or growth shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the Town of Prosper
- The Town of Prosper is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
- Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by the pubic utilities being subordinate to the public's and Town of Prosper's use thereof.
- The Town of Prosper and public utilities shall have the right to remove and keep removed all or part of any building, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.
- The Town of Prosper and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.
- All modifications to this document shall be by means of plat and approved by the Town of Prosper.
- For lots adjacent to a Floodplain Only: a. 100 Year Floodplain Easement Restriction: Construction within the floodplain may not occur until approved by the Town. (A request for construction within the floodplain easement must be accompanied with detailed engineering plans and studies indicating that no flooding will result, that no obstruction to the natural flow of water will result; and subject to all owners or the property affected by such construction becoming a party to the request.) Where construction is approved, all finished floor elevations shall be a minimum of two (2) foot above the 100-year flood elevation as determined by analyzing the ultimate build-out conditions of the entire drainage basin. Existing creeks, lakes, reservoirs, or drainage channels traversing along or across portions of this addition, will remain as an open channel at all times and will be maintained by the individual owners of the lot or lots that are traversed by the drainage courses along or across said lots. The Town will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion. Each property owner shall keep the natural drainage channels traversing his/her property clean and free of debris, silt, or any substance that would result in unsanitary conditions. The Town shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions, which may occur. The Town is not obligated to maintain or assistance with maintenance of the area. The natural drainage channel, as in the case of all natural drainage channels, are subject to storm water overflow and natural bank erosion. The Town shall not be liable for damages of any nature resulting from the occurrence of these natural phenomena, nor resulting from a failure of any structure(s) within the natural drainage channels. The natural drainage channel crossing each lot is shown by the Floodway easement line as shown on the plat. If a Subdivision alters the horizontal or vertical floodplain, a FEMA Floodway map revision may be required.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Prosper, Texas.

WITNESS, my hand, this \_\_\_\_ day of \_\_\_\_\_, 2025.

BY: Shaddock-Creekside Prosper, LLC

Authorized Signature

Printed Name

STATE OF TEXAS           §  
COUNTY OF COLLIN       §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to em that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2025.

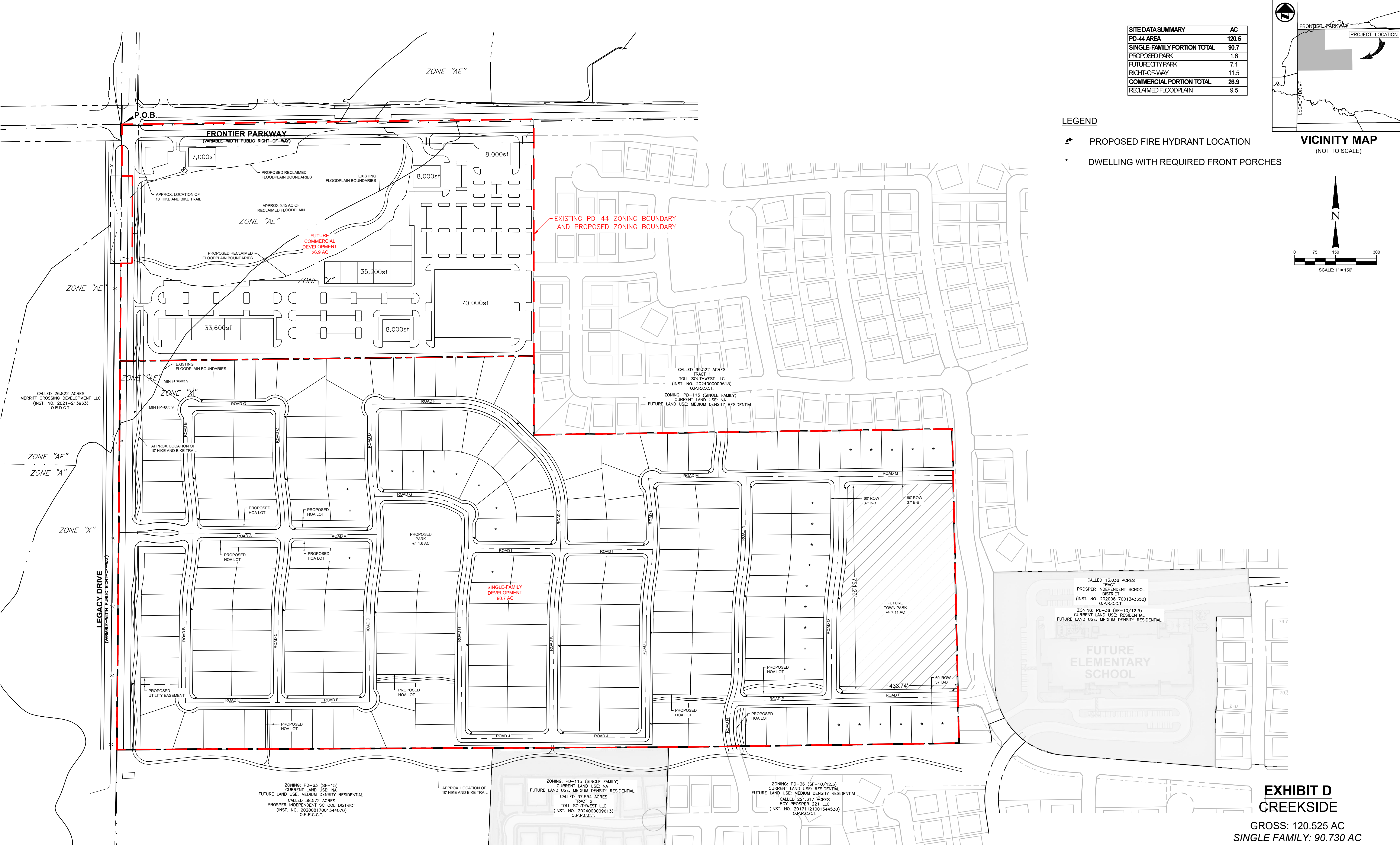
Notary Public, State of Texas

SURVEYOR'S CERTIFICATE

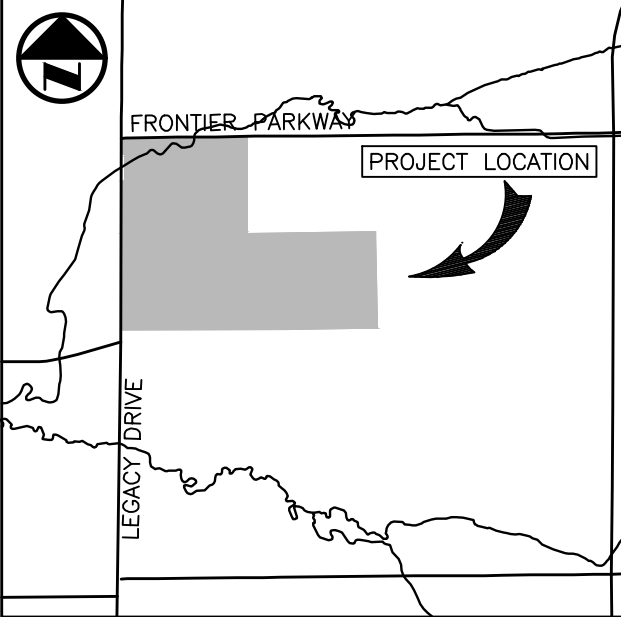
Known All Men By These Presents:

That I, Gregory Mark Peace, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were placed under my personal supervision, in accordance with the Subdivision Regulation



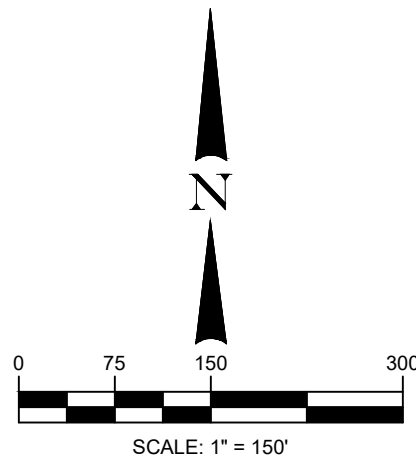


SITE DATA SUMMARY	AC
PD-44 AREA	120.5
SINGLE-FAMILY PORTION TOTAL	90.7
PROPOSED PARK	1.6
FUTURE CITY PARK	7.1
RIGHT-OF-WAY	11.5
COMMERCIAL PORTION TOTAL	26.9
RECLAIMED FLOODPLAIN	9.5



- LEGEND
- PROPOSED FIRE HYDRANT LOCATION
  - DWELLING WITH REQUIRED FRONT PORCHES

VICINITY MAP  
(NOT TO SCALE)



- NOTES
- THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT THE TIME OF FINAL PLAT.
  - PROPOSED RIGHT-OF-WAY WITHIN SINGLE-FAMILY PORTION TO BE 50' ROW WITH 31' B-B, UNLESS OTHERWISE SHOWN.
  - THE CONCEPTUAL LAYOUT PROVIDED REFLECTS THE GENERAL INTENT; HOWEVER, THE FINAL LAYOUT WILL BE DETERMINED DURING THE PRELIMINARY SITE PLAN STAGE AND MUST COMPLY WITH ALL TOWN REQUIREMENTS. THIS INCLUDES, BUT IS NOT LIMITED TO, ADHERENCE TO ALL FIRE CODE REGULATIONS, ENGINEERING DESIGN STANDARDS CONCERN DRIVEWAY SPACING, THROAT DEPTH, AND TURN LANE REQUIREMENTS, AND THE TOWN'S STANDARD LANDSCAPING REQUIREMENTS, UNLESS SPECIFIED OTHERWISE IN EXHIBIT C (PLANNED DEVELOPMENT STANDARDS). ADDITIONALLY, ALL DEVELOPMENT STANDARDS OUTLINED IN THE TOWN ZONING ORDINANCE, UNLESS OTHERWISE DEFINED IN EXHIBIT C, MUST BE FOLLOWED AS WELL AS COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS, PARTICULARLY THOSE CONCERNING FLOODPLAINS AND WATERS OF THE U.S. THE APPROVAL OF THE LAYOUT DEPICTED IN EXHIBIT D DOES NOT CONFER ANY VESTED RIGHTS IN THIS ZONING CASE.

**OWNER**

**LEGACY FRONTIER, LLC**  
9111 Cypress Waters Blvd, Suite 300  
Coppell, Texas 75019-4858  
Contact: Sivaramaiah Kondru  
Phone: 214-345-3818

**SURVEYOR**

**BGE, Inc.**  
2595 Dallas Parkway, Suite 101, Frisco, TX 75034  
Tel: 972-464-4800 • www.bgeinc.com  
TBPELS Registration No. 10193953

Contact: Mark Peace, R.P.L.S.  
Telephone: 972-464-4884 • Email: mpeace@bgeinc.com

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**APPLICANT**

**BGE, Inc.**  
2595 Dallas Parkway, Suite 101, Frisco, TX 75034  
Tel: 972-464-4800 • www.bgeinc.com  
TBPELS Registration No. 10193953

Contact: Garrett Scoggins  
Telephone: 972-464-4858 • Email: gscoggins@bgeinc.com

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**EXHIBIT D**  
**CREEKSIDE**

GROSS: 120.525 AC  
SINGLE FAMILY: 90.730 AC  
COMMERCIAL: 29.795 AC  
COLLIN COUNTY SCHOOL LAND SURVEY  
ABSTRACT NO. 147  
TOWN OF PROSPER  
COLLIN COUNTY, TEXAS  
PREPARED: AUG 28, 2024  
PROJECT NO: ZONE-24-0013



## PLANNING

**To:** Planning & Zoning Commission

**From:** Jerron Hicks, Planner

**Through:** David Hoover, AICP, Director of Development Services

**Cc:** Suzanne Porter, AICP, Planning Manager

**Re:** Site Plan for Folsom Elementary School Temporary Buildings

**Meeting:** June 3, 2025

**Item No. 3e**

---

**Agenda Item:**

Consider and act upon a request for a Site Plan for Temporary Buildings on Lakes of La Cima, Phase 3, Block 36, Lot 2X, on 10.0± acres, located on the southeast intersection of Somerville Drive and Livingston Drive. (DEVAPP-25-0053)

**Future Land Use Plan:**

The Future Land Use Plan designates this area as Medium Density Residential.

**Zoning:**

The property is zoned Planned Development-6 (Single Family-10).

**Conformance:**

The Site Plan conforms to the development standards of Planned Development-6.

**Description of Agenda Item:**

On June 20, 2023, the Planning & Zoning Commission approved a site plan for one temporary building on the property (D14-0005). Prosper ISD requests four additional temporary buildings totaling 7,575 square feet, indicating that the portables are needed to accommodate additional enrollment from at Rucker Elementary. A new Rucker Elementary school is being built and is planned to open for the 2026-2027 school year. If necessary, the portables will remain in place to accommodate student enrollment following the opening of the new elementary school.

**Access:**

Access is provided from Somerville Drive and Livingston Drive.

**Landscaping, Open Space, and Screening:**

The proposed development complies with all landscaping, open space, and screening requirements.

**Companion Item:**

There is no companion item for this case.

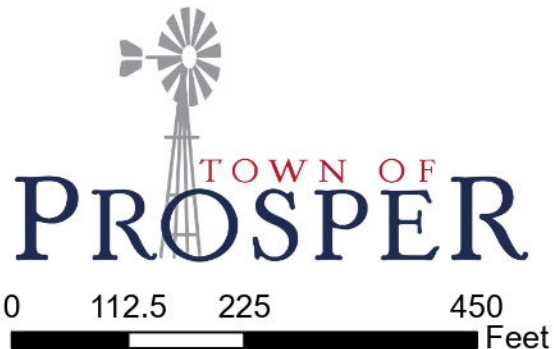
**Attachments:**

1. Location Map
2. Site Plan
3. Previously Approved Site Plan (D14-0005)

**Town Staff Recommendation:**

Town Staff recommends approval of the Site Plan.





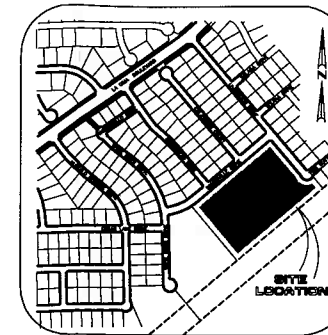
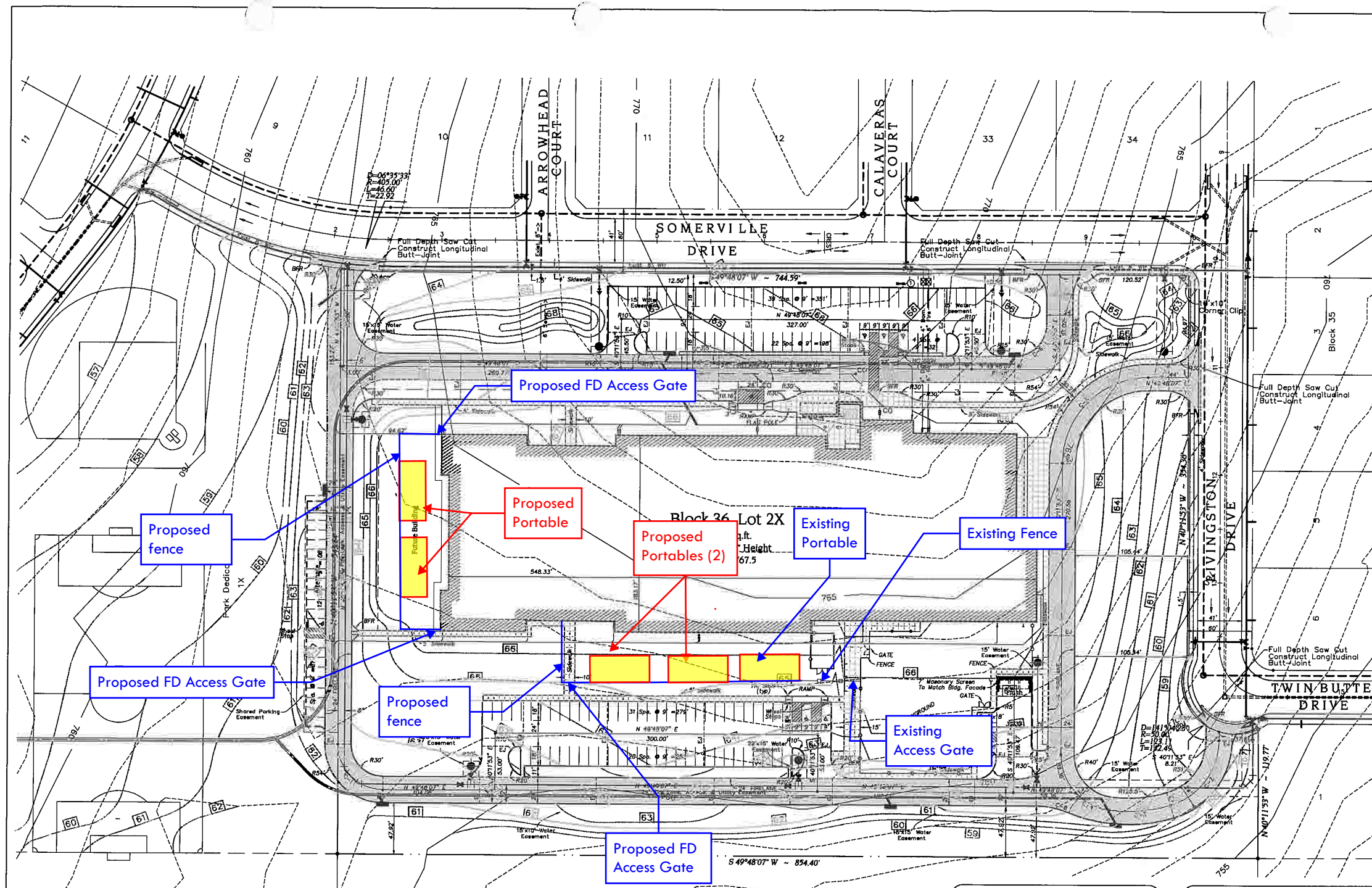
This map for illustration purposes only

**DEVAPP-25-0053**

Lakes of La Cima, Phase 3,  
Block 36, Lot 2X

Site Plan





Vicinity Map

### PORTABLES SUMMARY TABLE PORTABLES:

Existing: 1  
Proposed: 4  
Total: 5

1,515 SF Each  
Total SF = 7,575

### PARKING:

Existing Classrooms: 55  
55 Classrooms @ 1.5 Space  
per Classroom = 83 Spaces.

8 (New) Classrooms @ 1.5 Space  
per Classroom = 12 Spaces

TOTAL REQUIRED = 83+12 = 95  
TOTAL PROVIDED = 134

DEVAPP-25-0053

## SITE PLAN FOLSOM ELEMENTARY TEMPORARY BUILDINGS

Block 36, Lot 2X  
situated in the  
HARRISON JAMISON SURVEY ~ ABST. 480  
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

**Owner**  
Prosper Independent School District  
PO Box 100  
Prosper, Texas 75078  
Tel. 972 346-3316

**Engineer / Applicant**  
RLK Engineering  
111 West Main Street  
Allen, Texas 75013  
Telephone 972 359-1733

Curve Data Chart			
Inner	Outer	Inner	Outer
1. A=90°00'00" R=30.00' T=30.00' L=47.12'	2. A=90°00'00" R=30.00' T=30.00' L=47.12'	3. A=90°00'00" R=30.00' T=30.00' L=47.12'	4. A=90°00'00" R=30.00' T=30.00' L=47.12'
5. A=90°00'00" R=30.00' T=30.00' L=47.12'	6. A=90°00'00" R=30.00' T=30.00' L=47.12'	7. A=90°00'00" R=30.00' T=30.00' L=47.12'	8. A=90°00'00" R=30.00' T=30.00' L=47.12'

Water Meter & Sewer Schedule			
I.D.	Type	Size	No. Sewer
1	Domestic	4"	1
2	Irrigation	2"	1
3	Irrigation	2"	1

Site Data Summary	
Zoning	PD-2-SF-2
Proposed Use	Elementary School
Lot Area	10,010 Ac. (436,015 SF)
Building Area	95,265 Sq. Ft.
Building Height	1-Story (31'-8")
Lot Coverage	21.9%
Interior Landscaped Required	43,501 Sq. Ft.
Interior Landscaped Provided	194,350 Sq. Ft.
Impervious Area	241,665 Sq. Ft.
Parking Required	55 Spaces (22 Alt.)
HC Parking Required	1 Spa per Classroom/55
HC Parking Provided	9 Spaces (1 Alt.)
Total Parking Provided	134 Spaces (22 Alt.)

NOTE: Handicap parking is provided in accordance with ADA standards

— FIRELANE  
With Lime Stabilized Subgrade  
NOTE: "No 100 Year Floodplain Exists on Site"

**NOTES:**

- All development standards shall follow Town Standards.
- Landscaping shall conform to landscape plans approved by the Town of Prosper.
- All development standards shall follow Fire Requirements per the Town of Prosper.
- Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Building Code.
- All signage is subject to Building Official approval.
- Impact fees will be assessed in accordance with the land use classification(s) identified on the Site Data Summary Table; however, changes to the proposed land use at the time of CO and/or finish-out permit may result in additional impact fees and/or parking requirements.
- The approval of a Preliminary Site Plan shall be effective for a period of two (2) years from the date that the Preliminary Site Plan is approved by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received the approval of a Site Plan by the Planning & Zoning Commission. If a site plan is not approved within such two (2) year period, the Preliminary Site Plan approval is null and void. If Site Plan approval is only for a portion of the property, the approval of the Preliminary Site Plan for the remaining property shall be null and void.
- Open Space requirements shall follow the Zoning Ordinance, per tract. Open Space shall not include vehicular paving, required parking lot landscape islands, building footprint, utility yards, required landscape setbacks, sidewalks\*, and detention pond \*

MISC. INFORMATION	REVISION	DATE	DESCRIPTION
<b>BENCHMARKS:</b> SQUARE CUT IN SOUTH CORNER OF SOUTHWEST WATER TOWER SUPPORT PAD AT NORTHWEST INTERSECTION OF FIRST STREET AND HARRISON STREET. ELEVATION = 752.27' SQUARE CUT IN NORTHWEST CORNER OF EXISTING CURVED ROADWAY ON WEST SIDE STATE HIGHWAY NO. 289 AT THE NORTHWEST CORNER OF SPONE CROSS SUBDIVISION. ELEVATION = 750.37' NORTH FACE OF RIM OF SANITARY SEWER MANHOLE ON COUNTY ROAD NO. 78 APPROX. 1414' WEST OF INTERSECTION OF COUNTY ROAD NO. 78 AND COUNTY ROAD NO. 77 APPROX. 3' NORTH OF NORTH EDGE OF ASPHALT DRIVEWAY APPROX. 44' WEST OF NORTHWEST CORNER OF YELLOW RIDGE PH II SUBDIVISION RECORDED IN CADDEN "M", PAGE 624, MAP RECORDS, COLLIN COUNTY, TEXAS. ELEVATION = 754.89' SQUARE CUT ON SOUTHWEST CORNER OF STORM SEWER INLET ON SOUTH SIDE OF HIGH WILLOW DRIVE, APPROX. 30' WEST OF INTERSECTION OF HIGH WILLOW DRIVE AND WILLOW RIDGE DRIVE. ELEVATION = 754.89'			

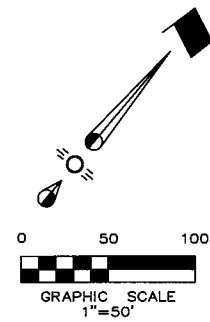
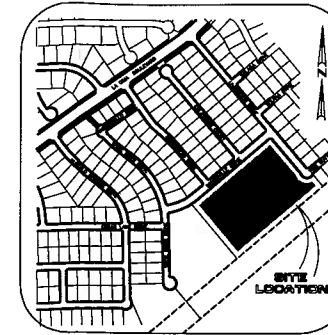
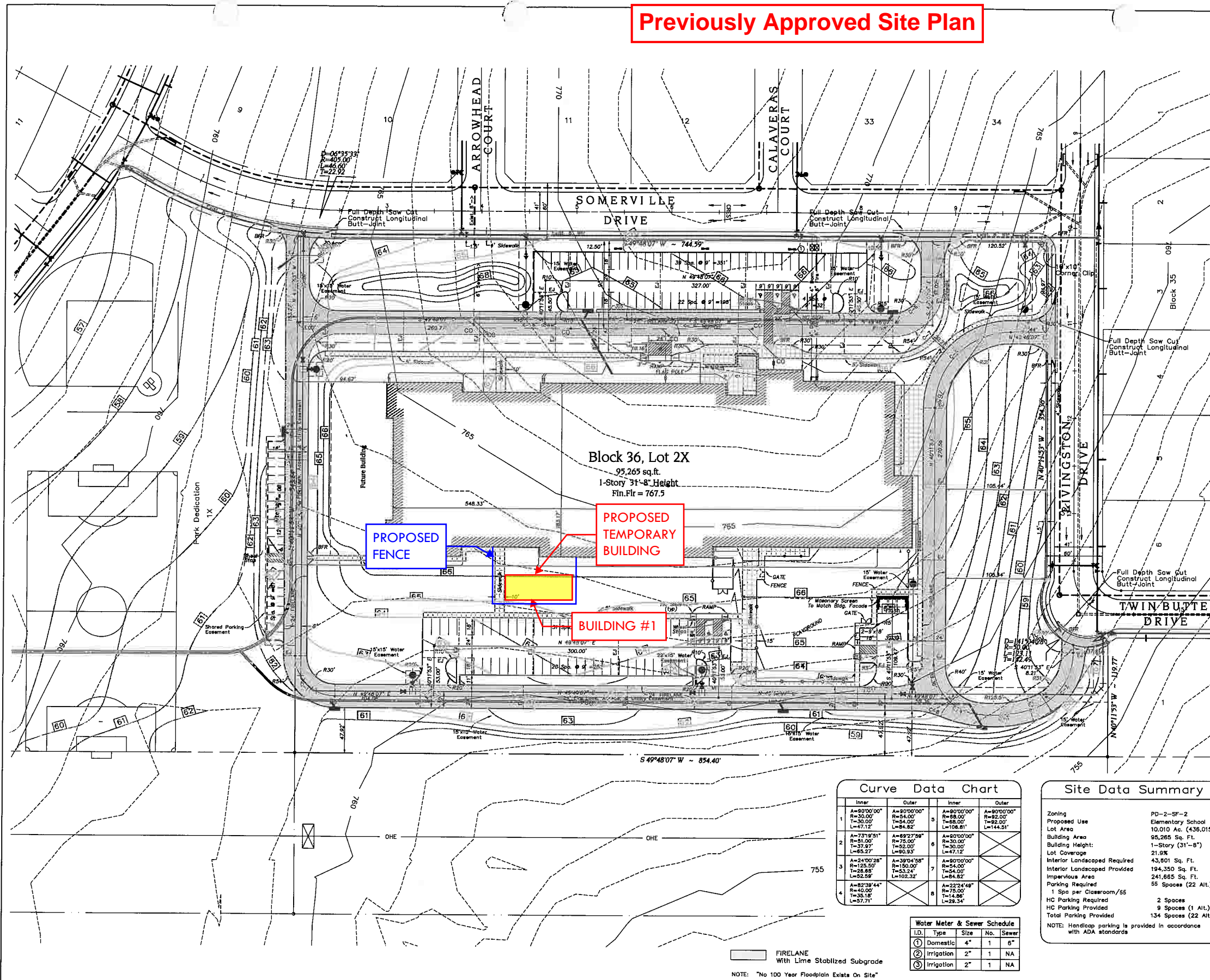


RLK ENGINEERING, LLC  
111 West Main  
Allen, Texas 75013  
(972) 359-1733 Off  
(972) 359-1833 Fax

DESIGNED BY: RLK Engineering	TECH REVIEW: RLK	DRAWING FILE: 04012 SITE PLAN.dwg	DRAWING SCALE: 1" = 50'	SHEET: SP1 OF 1
DRAWN BY: RLK Engineering	PEER REVIEW: RLK	DRAWING DATE: July 22, 2004	PROJECT NUMBER: RLK 04012	



Previously Approved Site Plan



Site Plan Notes

- Any revision to this plan will require town approval and will require revisions to any corresponding plans to avoid conflicts between plans.
- 1) Dumpsters and trash compactors shall be screened in accordance with the Zoning Ordinance.
  - 2) Open storage, where permitted, shall be screened in accordance with the Zoning Ordinance.
  - 3) Outdoor lighting shall comply with the lighting and glare standards contained within the Zoning Ordinance and Subdivision Ordinance.
  - 4) Landscaping shall conform to landscape plans approved by the Town.
  - 5) All elevations shall comply with the standards contained within the Zoning Ordinance.
  - 6) Buildings of 5,000 square feet or greater shall be 100% fire sprinkled. Alternative fire protection measures may be approved by the Fire Department.
  - 7) Fire lanes shall be designed and constructed per town standards or as directed by the Fire Department.
  - 8) Two points of access shall be maintained for the property at all times.
  - 9) Speed bumps/humps are not permitted within a fire lane.
  - 10) Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Building Code.
  - 11) All signage is subject to Building Official approval.
  - 12) All fences and retaining walls shall be shown on the site plan and are subject to Building Official approval.
  - 13) All exterior building materials are subject to Building Official approval and shall conform to the approved facade plan.
  - 14) Sidewalks of not less than six (6') feet in width along thoroughfares and collectors and five (5') in width along residential streets, and barrier free ramps at all curb crossings shall be provided per Town standards.
  - 15) Approval of the site plan is not final until all engineering plans are approved by the Engineering Department.
  - 16) Site plan approval is required prior to grading release.
  - 17) All new electrical lines shall be installed and/or relocated underground.
  - 18) All mechanical equipment shall be screened from public view in accordance with the Zoning Ordinance.
  - 19) Temporary buildings will meet all the requirements of the Building Code.
  - 20) Temporary buildings will meet all the requirements of the Fire Code.
  - 21) Temporary buildings will be added to the existing fire alarm system and include one pull station and smoke alarm.
  - 22) Temporary buildings will have a minimum 10' building separation.
  - 23) Temporary buildings are approximately 24' x 64', and 1,536 sq ft.
  - 24) Temporary buildings connecting to plumbing of existing buildings shall submit for all necessary building permits, while temporary buildings requiring connections to public infrastructure shall require engineering plans to be submitted and approved at the time of building permit.

Curve Data Chart			
Inner	Outer	Inner	Outer
1 A=90°00'00" R=30.00' T=30.00' L=47.12'	A=90°00'00" R=54.00' T=54.00' L=84.82'	5 A=90°00'00" R=92.00' T=92.00' L=144.51'	A=90°00'00" R=144.51' T=144.51' L=224.48'
2 A=73°19'51" R=51.00' T=37.97' L=65.27'	A=69°27'58" R=75.00' T=52.00' L=90.93'	6 A=90°00'00" R=30.00' T=30.00' L=47.12'	A=90°00'00" R=54.00' T=54.00' L=84.82'
3 A=24°00'28" R=125.50' T=28.88' L=62.59'	A=39°04'58" R=150.00' T=53.24' L=102.32'	7 A=90°00'00" R=54.00' T=54.00' L=84.82'	A=22°24'48" R=75.00' T=14.86' L=28.34'
4 A=82°39'44" R=40.00' T=35.18' L=57.71'		8 A=22°24'48" R=75.00' T=14.86' L=28.34'	

Water Meter & Sewer Schedule			
L.D.	Type	Size	No. Sewer
①	Domestic	4"	1 NA
②	Irrigation	2"	1 NA
③	Irrigation	2"	1 NA

Site Data Summary	
Zoning	PD-2-SF-2
Proposed Use	Elementary School
Lot Area	10,010 Ac. (438,015 SF)
Building Area	95,265 Sq. Ft.
Building Height	1-Story (31'-8")
Lot Coverage	21.9%
Interior Landscaped Required	43,501 Sq. Ft.
Interior Landscaped Provided	194,350 Sq. Ft.
Impervious Area	241,665 Sq. Ft.
Parking Required	55 Spaces (22 Alt.)
HC Parking Required	2 Spaces
HC Parking Provided	9 Spaces (1 Alt.)
Total Parking Provided	134 Spaces (22 Alt.)
NOTE: Handicap parking is provided in accordance with ADA standards	

TEMPORARY BUILDINGS

Block 36, Lot 2X  
situated in the  
HARRISON JAMISON SURVEY ~ ABST. 480  
TOWN OF PROSPER, COLLIN COUNTY, TEXAS



06/20/2023

Owner  
Prosper Independent School District  
PO Box 100  
Prosper, Texas 75078  
Tel. 972 346-3316  
  
Engineer / Applicant  
RLK Engineering  
111 West Main Street  
Allen, Texas 75013  
Telephone 972 359-1733

MISC. INFORMATION	REVISION	DATE	DESCRIPTION
<b>BENCHMARKS</b> SQUARE CUT IN SOUTH CORNER OF SOUTHWEST WATER TOWER SUPPORT PAD AT NORTHWEST INTERSECTION OF FIRST STREET AND HANCOCK STREET. ELEVATION = 752.23'  SQUARE CUT IN NORTHWEST CORNER OF EXISTING CULVERT HEADWALL ON WEST SIDE STATE HIGHWAY NO. 289 AT THE NORTHEAST CORNER OF SPONE CROSS SUBDIVISION. ELEVATION = 738.32'  NORTH FACE OF RIM OF SANITARY SEWER MANHOLE ON COUNTY ROAD NO. 78 APPROX. 1414' WEST OF INTERSECTION OF COUNTY ROAD NO. 78 AND COUNTY ROAD NO. 77 APPROX. 3' NORTH OF NORTH EDGE OF ASPHALT APPROX. 49' WEST OF NORTHWEST CORNER OF WILLOW RIDGE PHII SUBDIVISION RECORDED IN CADDEN "A", PAGE 624, MAP RECORDS, COLLIN COUNTY, TEXAS. ELEVATION = 754.89'  SQUARE CUT ON SOUTHWEST CORNER OF STORM SEWER INLET ON SOUTH SIDE OF HIGH WILLOW DRIVE APPROX. 30' WEST OF INTERSECTION OF HIGH WILLOW DRIVE AND WILLOW RIDGE DRIVE. ELEVATION = 754.89'			

**RLK ENGINEERING**

RLK ENGINEERING, LLC  
111 West Main  
Allen, Texas 75013  
(972) 359-1733 Off  
(972) 359-1833 Fax

CITY SITE PLAN			
FOLSOM ELEMENTARY SCHOOL			
PROSPER, TEXAS			
DESIGNED BY: RLK Engineering	TECH REVIEW: RLK	DRAWING FILE: 04012 SITE PLAN.dwg	SHEET: SP1 OF 1
DRAWN BY: RLK Engineering	PEER REVIEW: RLK	DRAWING DATE: July 22, 2004	PROJECT NUMBER: RLK 04012



## PLANNING

**To:** Planning & Zoning Commission **Item No. 4**

**From:** Jerron Hicks, Planner

**Through:** David Hoover, AICP, Director of Development Services

**Cc:** Suzanne Porter, AICP, Planning Manager

**Re:** Planned Development for Haiman Addition, Block A, Lot 1 (305 East Seventh Street)

**Meeting:** June 3, 2025

### Agenda Item:

Conduct a Public Hearing and consider and act upon a request for a Planned Development to create two single-family lots by subdividing a residential lot on Haiman Addition, Block A, Lot 1, on 0.6± acre, located on the north side of Seventh Street and 120± feet west of Church Street. (ZONE-24-0002)

### Future Land Use Plan:

The Future Land Use Plan recommends Old Town District.



**Zoning:**

The property is zoned Single Family-15.

**Thoroughfare Plan:**

This property has direct access to Seventh Street.

**Parks Master Plan:**

The Parks Master Plan does not indicate a park is needed on the subject property.

**Hike & Bike Trail:**

The Hike & Bike Trail Master Plan does not indicate a trail along this property.

**Legal Obligations and Review:**

Notification was provided as required by the Zoning Ordinance and state law. Staff have not received any response to the proposed zoning request to date.

**Attached Documents:**

1. Aerial Map
2. Zoning Map
3. Future Land Use Exhibit
4. Final Plat of Haiman Addition, Block A, Lot 1
5. Exhibit A-1 – Legal Description
6. Exhibit A-2 – Boundary Exhibit
7. Exhibit B – Letter of Intent
8. Exhibit C – Development Standards
9. Exhibit D – Conceptual Plan
10. Exhibit E – Development Schedule
11. Draft Development Agreement

**Description of Agenda Item:**

The purpose of this request is to rezone the property to split the lot into two lots. The lot is currently 28,000 square feet, and the applicant requests to subdivide the lot into two lots, bringing each lot to 14,000 square feet and not quite meeting the requirement of 15,000 square feet per the SF-15 zoning.

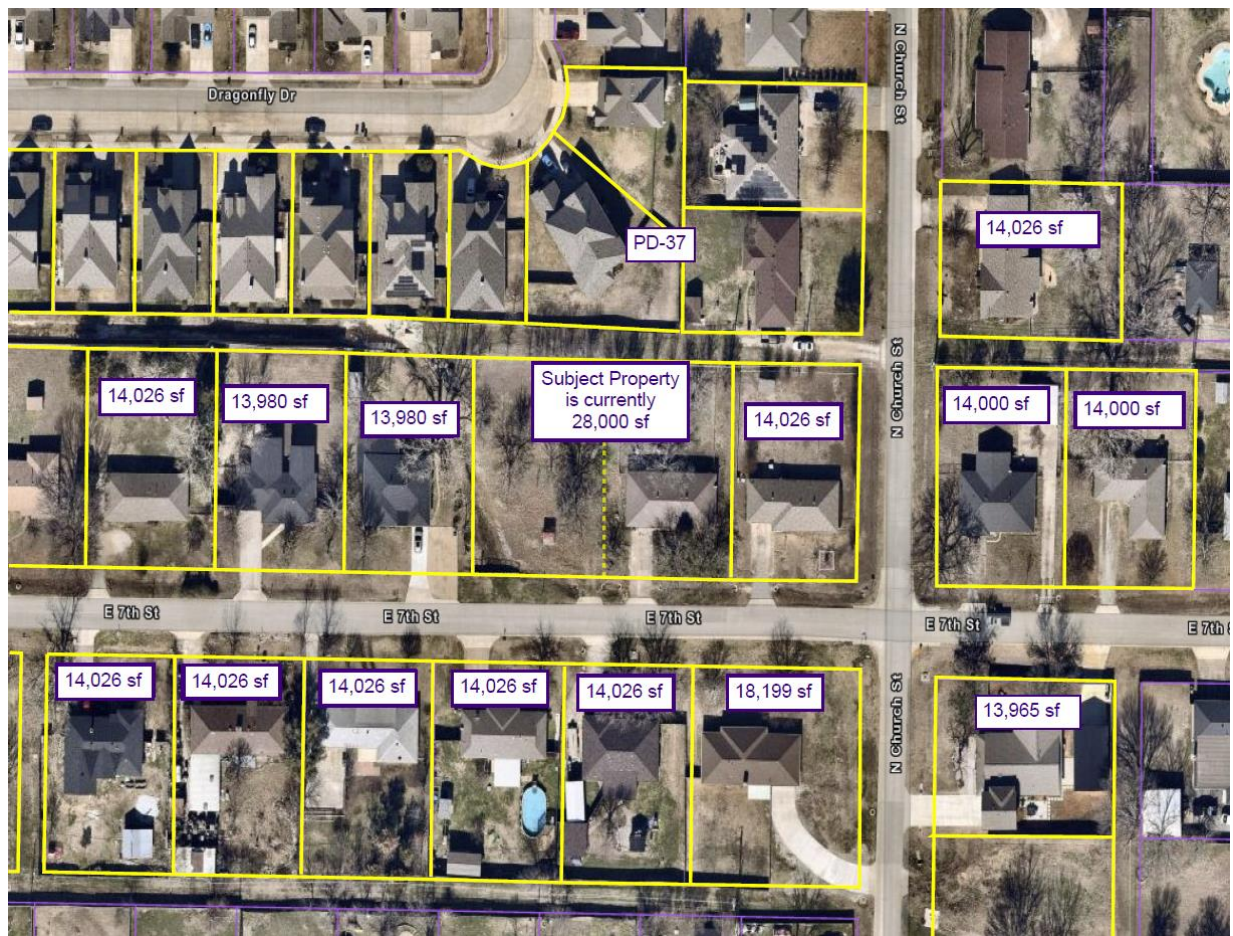
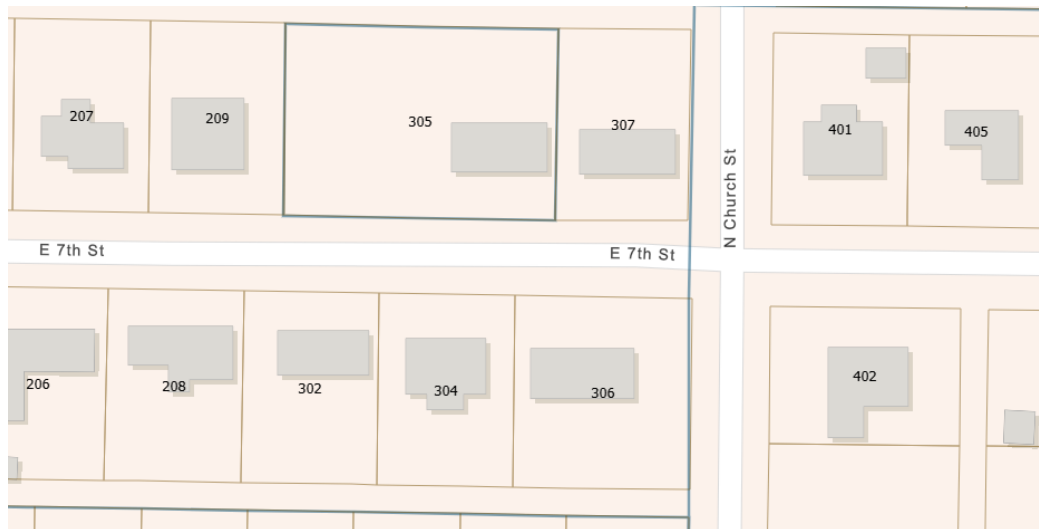
**Compatibility:**

The zoning and land use of the surrounding properties are as follows:

	<b>Zoning</b>	<b>Current Land Use</b>	<b>Future Land Use Plan</b>
<b>Subject Property</b>	Single Family-15	Residential	Old Town District
<b>North</b>	Planned Development-37 (PD-37)	Residential	Old Town District
<b>East</b>	Single Family-15	Residential	Old Town District
<b>South</b>	Single Family-15	Residential	Old Town District
<b>West</b>	Single Family-15	Residential	Old Town District



The property originally consisted of two tracts of land that were approximately 14,000 square feet each. In March of 2015, the property was platted into one lot. The proposal to subdivide the property into two lots is compatible with the surrounding development. There are similar lots in the area that are less than 15,000 square feet. See exhibit below:



**District Regulations:**

The district regulations for this property will be Single Family-15. The only exception to the typical standards is the minimum lot area being 14,000 square feet rather than 15,000 square feet. Below is a summary of the proposed district regulations:

- Size of Yards
  - Minimum Front Yard — 35 feet.
  - Minimum Side Yard — 10 feet; 15 feet on corner adjacent to side street.
  - Minimum Rear Yard — 25 feet.
- Size of Lots:
  - Minimum Lot Area — 14,000 square feet.
  - Minimum Lot Width — 100 feet.
  - Minimum Lot Depth — 135 feet.

**Uses:**

The list of permitted uses within this Planned Development is shown below.

- Single Family Dwelling, Detached
- Accessory Buildings

**Architectural Standards:**

Any new construction or updates to the existing home will need to comply with the standards listed in Exhibit C and in the development agreement. A draft development agreement has been prepared for review.

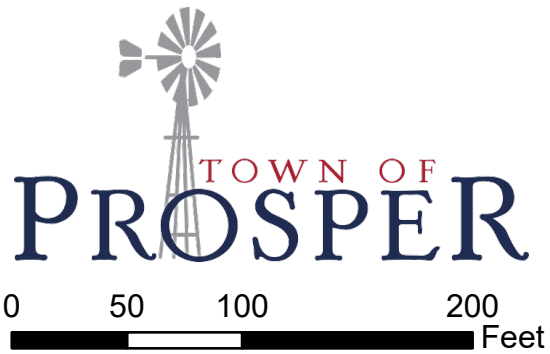
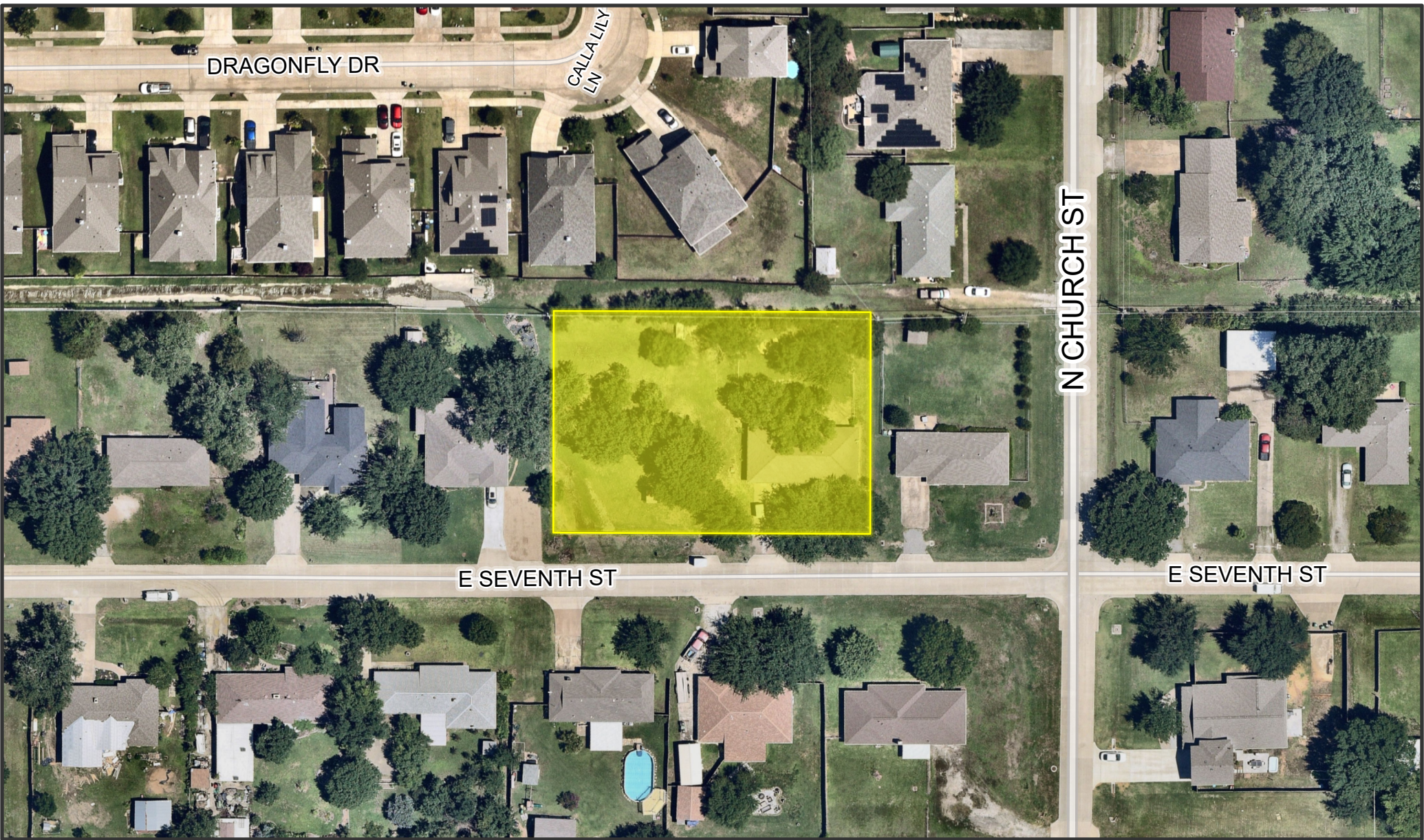
**Staff Recommendation:**

This zoning change is compliant with the Future Land Use Plan and would not be seen as out of character with the neighborhood due to the similar sizes of the surrounding properties. For these reasons, Staff recommends approval of the request for a Planned Development to create two single-family lots by subdividing a residential lot on Haiman Addition, Block A, Lot 1, on 0.6± acre, located on the north side of Seventh Street and 120± feet west of Church Street.

**Town Council Public Hearing:**

Upon a recommendation by the Planning & Zoning Commission, a Public Hearing for this item will be scheduled for the Town Council at their Regular meeting on June 24, 2025.



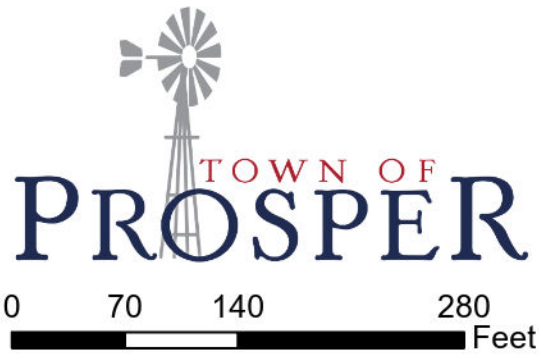
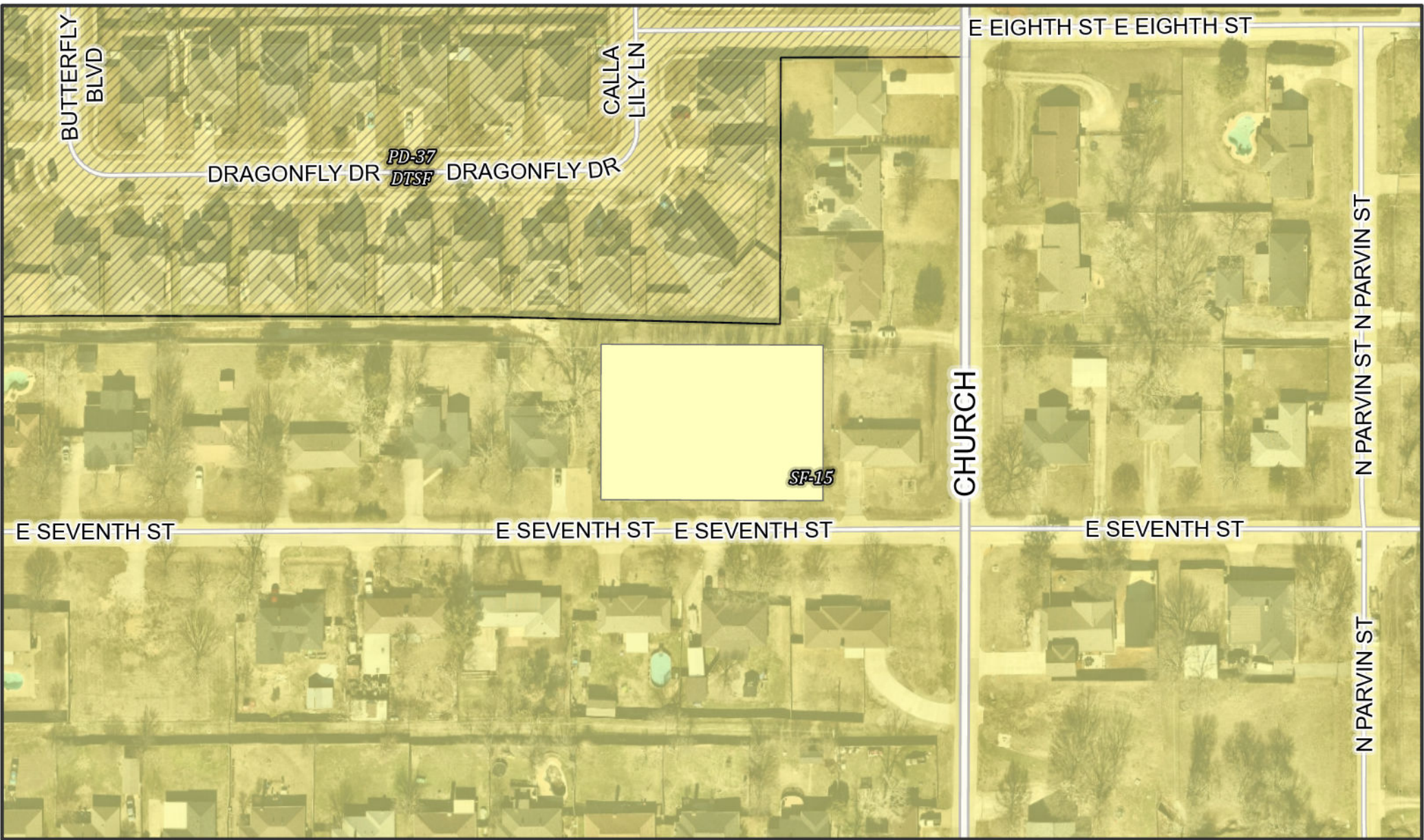


ZONE-24-0002

Haiman Addition,  
Block A, Lot 1

Planned Development





**ZONE-24-0002**

Haiman Addition,  
Block A, Lot 1

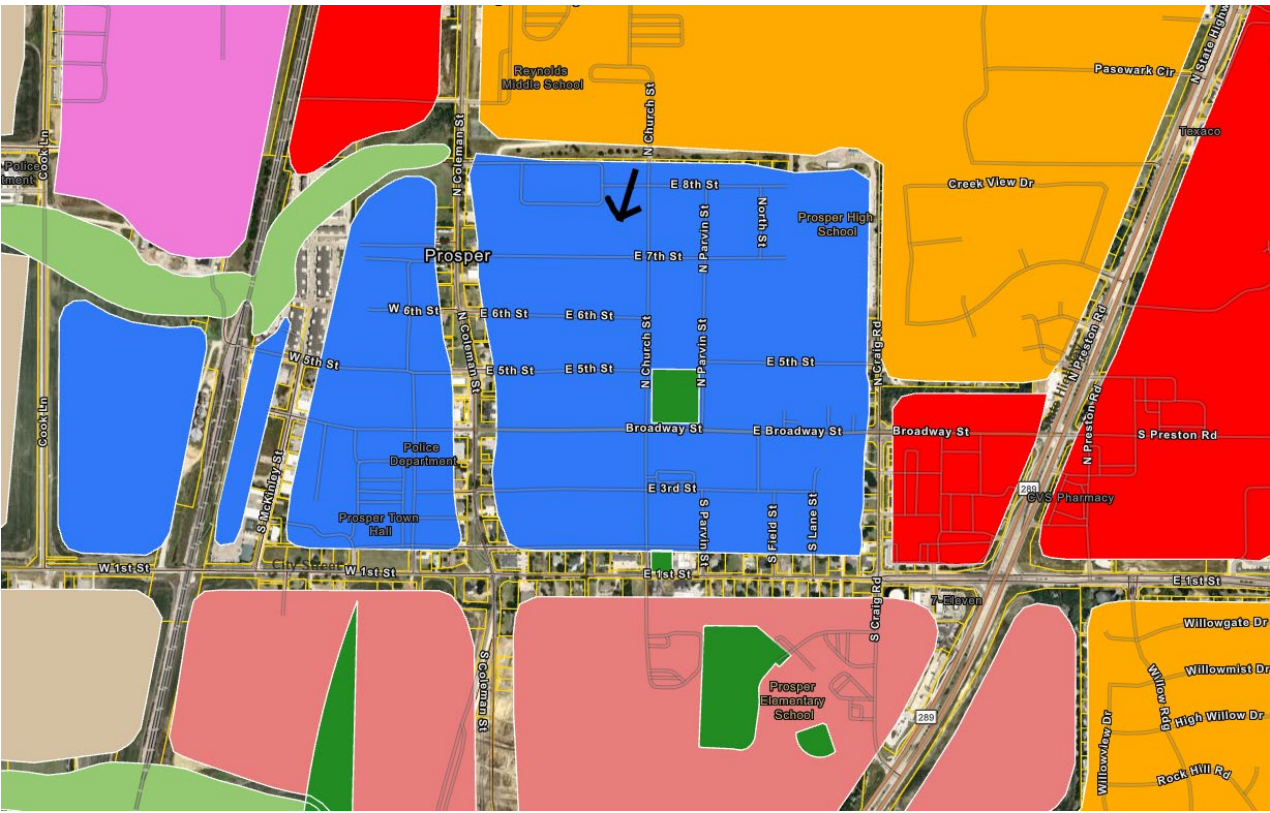
Planned Development

This map for illustration purposes only



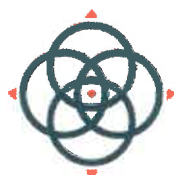
# Future Land Use Exhibit

- |   |   |  |
|---|---|--|
| <ul style="list-style-type: none"> <li>Dallas North Tollway District</li> <li>US Highway 380 District</li> <li>Parks</li> <li>Floodplain</li> <li>School District Properties</li> <li>Town Limits</li> <li>ETJ</li> </ul> | <ul style="list-style-type: none"> <li>Dallas North Tollway, Dedicated Truck Route</li> <li>6 Lane Divided</li> <li>4 Lane Divided</li> <li>Commercial Collector</li> <li>3 Lane Undivided Couplet</li> <li>Access Roads</li> <li>Old Town Roads</li> </ul> | <ul style="list-style-type: none"> <li>Low Density Residential</li> <li>Medium Density Residential</li> <li>High Density Residential</li> <li>Retail &amp; Neighborhood Services</li> <li>Business Park</li> <li>Old Town District</li> <li>Town Center</li> </ul> |
|---|---|--|









**Exhibit A-1**  
**ZONE-24-0002**

**WINDROSE**  
LAND SURVEYING | PLATTING

**DESCRIPTION OF**  
**0.6428 ACRES OR 28,000 SQ. FT.**

BEING A TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LANDS, ABSTRACT NUMBER (NO.) 147, COLLIN COUNTY, TEXAS, BEING ALL OF LOT 1, BLOCK A, HAIMAN ADDITION, AN ADDITION TO THE TOWN OF PROSPER, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN INSTRUMENT (INST.) NO. 20150511010001530, PLAT RECORDS OF COLLIN COUNTY, TEXAS (P.R.C.C.T.), SAME BEING TRACT OF LAND DESCRIBED TO HAIMAN FAMILY LEGACY WEALTH TRUST IN SPECIAL WARRANTY DEED RECORDED IN 20160310000287060, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM 83 (NAD83)(US FOOT) WITH A COMBINED SCALE FACTOR OF 1.00015271):


BEGINNING AT 1/2 INCH REBAR FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 1, SAID POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF SEVENTH STREET (60 FOOT RIGHT-OF-WAY);

THENCE, NORTH 89 DEGREES 45 MINUTES 39 SECONDS WEST, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID SEVENTH STREET, A DISTANCE OF 200.00 FEET TO A CAPPED 1/2 INCH REBAR STAMPED "WINDROSE" SET FOR THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE, NORTH 00 DEGREES 03 MINUTES 21 SECONDS EAST, WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 140.00 FEET TO A CAPPED 1/2 INCH REBAR STAMPED "WINDROSE" SET FOR THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF A 20 FOOT ALLEY;

THENCE, SOUTH 89 DEGREES 45 MINUTES 39 SECONDS EAST, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID 20 FOOT ALLEY, A DISTANCE OF 200.00 FEET TO A CAPPED 1/2 INCH REBAR STAMPED "WINDROSE" SET FOR THE NORTHEAST CORNER OF SAID LOT 1;

THENCE, SOUTH 00 DEGREES 03 MINUTES 21 SECONDS WEST, WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.6428 ACRES OR 28,000 SQUARE FEET OF LAND, MORE OR LESS.

  
MARK N. PEEPLES  
R.P.L.S. NO. 6443  
STATE OF TEXAS  
FIRM REGISTRATION NO. 10194331



12-19-2023  
DATE:



**Exhibit B**  
**ZONE-24-0002**

**Statement of Intent and Purpose**

The purpose of this zoning request is to change the current zoning from Single Family-15 to a Planned Development to be able to comply with the Town of Prosper's platting requirements in order to subdivide the property into two lots. The future plan for the property will be to sell the lots.

## **ZONE-24-0002**

### **Exhibit C**

#### **Development Standards**

This tract shall develop under the regulation of the Single Family – 15 District (SF-15) as outlined in the Town's Zoning Ordinance, as it exists or may be amended with the following conditions:

1. Permitted Uses

The permitted uses are as follows:

- Single Family Residence, Detached
- Accessory Buildings

2. District Regulations

The district regulation requirements within this Planned Development are as follows:

- Size of Yards
  - Minimum Front Yard — 35 feet.
  - Minimum Side Yard — 10 feet; 15 feet on corner adjacent to side street.
  - Minimum Rear Yard — 25 feet.
- Size of Lots:
  - Minimum Lot Area — 14,000 square feet.
  - Minimum Lot Width — 100 feet.
  - Minimum Lot Depth — 135 feet.

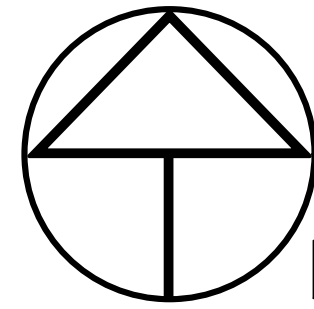
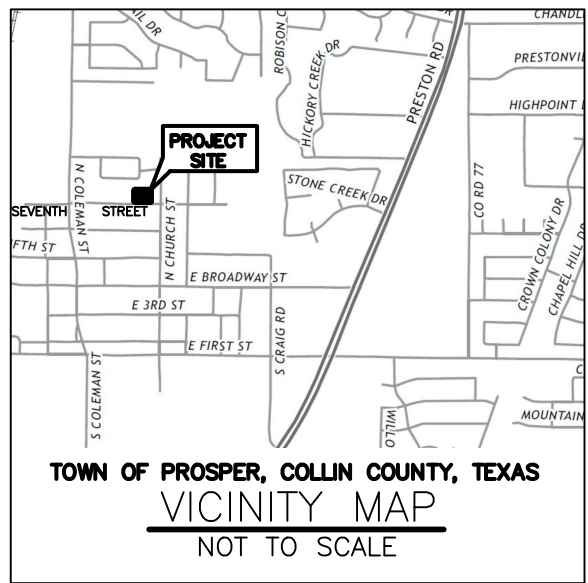
3. Architectural Standards

The architectural standards within this Planned Development are as follows:

- Building materials requirements
  - The exterior facades shall be constructed of 100 percent masonry (clay fired brick, natural and manufactured stone, granite, marble, and stucco). Other materials may be approved by the Director of Development Services.
  - Stucco on structures shall be traditional 3-coat process cement plaster stucco.
  - Cementitious materials may constitute up to twenty percent (20%) of the area for stories other than the first story.
  - On side and rear elevations, cementitious materials may not be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story.

- The exterior cladding of chimneys shall be brick, natural or manufactured stone, or stucco.
  - Cementitious materials may be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, or other architectural features approved by the Building Official.
- Existing Structures
  - Exterior alterations not related to maintenance shall be approved by the Director of Development Services or his/her designee.
- New Structures
  - The architectural style of the building shall be compatible with the neighboring properties.
  - Exterior elevations shall be submitted to the Planning Division and are subject to the approval of the Director of Development Services or his/her designee.
  - Shall incorporate covered porches into the front façade, a multiplicity of roof forms, and high pitch roof lines. Recommended architectural styles are Craftsman, Folk Traditional, and Victorian.





GRAPHIC SCALE: 1" = 20'

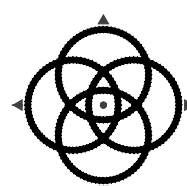
20 0 20 40 60 Feet

SITE DATA SUMMARY
ZONING: SF-15
PROPOSED ZONING: PD
LOT 1R-1 AREA: 14,000 SQ. FT.
LOT 1R-2 AREA: 14,000 SQ. FT.
BUILDING(ONLY) AREA: 1,963 SQ. FT.
BUILDING STORIES: 1 STORY (1R-1)
PARKING: 2 CAR DRIVEWAY (1R-1)
ADDITIONAL BUILDINGS: NO (1R-1)

SURVEYOR'S NOTES:

- THIS PROPERTY LIES WITHIN ZONE "X" UNSHADED OF THE FLOOD INSURANCE RATE MAP FOR COLLIN COUNTY, TEXAS AND INCORPORATED AREAS, MAP NO. 48085C0235J, DATED JUNE 02, 2009, VIA SCALED MAP LOCATION AND GRAPHIC PLOTTING.
- NO 100-YEAR FLOODPLAIN EXIST ON THE SITE.

EXHIBIT D  
CASE NO. ZONE-24-0002  
HAIMAN ADDITION  
BLOCK A, LOT 1  
PROPOSED: LOTS 1R-1 AND 1R-2  
0.6428 ACRES  
SITUATED IN THE  
COLLIN COUNTY SCHOOL LANDS SURVEY,  
ABSTRACT NO. 147  
IN THE TOWN OF PROSPER,  
COLLIN COUNTY, TEXAS



**WINDROSE**  
LAND SURVEYING | PLATTING

1955 LAKEWAY DRIVE, SUITE 220 | LEWISVILLE, TX 75057 | 214.217.2844  
FIRM REGISTRATION NO. 10194331 | WINDROSESERVICES.COM

DRAWN BY: SS DATE: 02/13/2024 CHECKED BY: MNP JOB NO.: D59045  
Last Revision Date: 09/25/2024

LEGEND

- //— WOOD FENCE
- [ ] WROUGHT IRON FENCE
- ⊙ CONTROL MONUMENT
- CHAINLINK FENCE
- PP POWER POLE
- SP SERVICE POLE
- P— OVERHEAD POWER LINE
- X— WIRE FENCE
- ⊕ TEMPORARY BENCH MARK
- V— HIGHBANK

OWNER/DEVELOPER  
FREDERICK HAIMAN  
5300 TOWN & COUNTRY SUITE 200  
FRISCO, TEXAS 75034,  
PH.# 214-618-3160  
Collin County, Texas

OWNER/DEVELOPER  
DEANA L. SHUTES-HAIMAN  
305 E 7TH ST.  
PROSPER, TEXAS 75078,  
PH.# 915-474-0177  
Collin County, Texas

LEGEND OF ABBREVIATIONS

- D.R.C.C.T. DEED RECORDS, COLLIN COUNTY, TEXAS
- O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
- P.R.C.C.T. PLAT RECORDS, COLLIN COUNTY, TEXAS
- ROW RIGHT OF WAY
- IRS 1/2 INCH RED CAPPED REBAR STAMPED "WINDROSE" SET
- C.M. CONTROLLING MONUMENT



**Exhibit E**  
**ZONE-24-0002**

**Development Schedule**

The purpose of the Planned Development is to subdivide the property and sell it in the future for the development of a single-family residence.

## **HAIMAN ADDITION DEVELOPMENT AGREEMENT**

**THIS HAIMAN ADDITION DEVELOPMENT AGREEMENT** ("Agreement") is entered into by and between the Town of Prosper, Texas ("Town"), and Haiman Family Legacy Wealth Trust, Frederick O. Haiman and Deana Shutes-Haiman (collectively, "Developer"), individually, a "Party" and collectively, the "Parties," to be effective (the "Effective Date") on the latest date executed by a Party.

**WHEREAS**, the Town is a home-rule municipal corporation, located in Collin County and Denton County, Texas, organized and existing under the laws of the State of Texas; and

**WHEREAS**, Developer is developing a project in the Town known as Haiman Addition, Block A, Lot 1 ("Property"), a legal description of which Property is attached hereto as Exhibit A and incorporated by reference; and

**WHEREAS**, the Property was rezoned by the Town Council on or about \_\_\_\_\_, 2025, and this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in the underlying zoning ordinance, as may be amended, and/or this Development Agreement, to recognize Developer's reasonable investment-backed expectations in said development, as may be amended, and as more fully described herein.

**NOW, THEREFORE**, in consideration of the foregoing premises, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties to this Agreement agree as follows:

**1. Development Standards.** For any structure built on the Property following the Effective Date, it shall comply with the requirements contained in Exhibit B, "Building Materials," attached hereto and incorporated herein. The Parties agree and acknowledge that the provisions of this Paragraph shall apply to any structure constructed subsequent to the execution of this Agreement. Nothing in this Agreement shall be deemed to modify or otherwise amend any zoning regulation duly adopted by the Town, previously or in the future.

**2. Covenant Running with the Land.** The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the Developer and its heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or any portion thereof hereafter made by any other Developers of the Property, regardless of whether this Agreement is expressly referenced therein.

3. **Applicability of Town Ordinances.** Developer shall develop the Property, and construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes.

4. **Default.** 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

5. **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 Collin County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Collin County, Texas.

6. **Notice.** Any notices required or permitted to be given hereunder (each, a "Notice") shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town:           The Town of Prosper  
                                  250 W. First Street  
                                  Prosper, Texas 75078  
                                  Attention: Town Manager

If to Developer:       Haiman Family Legacy Wealth Trust

                                  c/o Deana L. Shutes - Haiman  
                                  305 E 7th Street  
                                  Prosper, TX 75078

                                  c/o Frederick Haiman  
                                  5300 Town & Country, Suite 200  
                                  Frisco, TX 75034

7. **Prevailing Party.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the

prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

**8. Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto with respect to development of the Property and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

**9. Savings/Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

**10. Binding Agreement.** A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein, including without limitation a scanned copy sent via electronic mail by either Party.

**11. Authority to Execute.** This Agreement shall become a binding obligation on the Parties upon execution by all Parties hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. The Town Council hereby authorizes the Town Manager of the Town to execute this Agreement on behalf of the Town.

**12. Filing in Deed Records.** This Agreement, and any and all subsequent amendments to this Agreement, shall be filed in the deed records of Collin County, Texas.

**13. Mediation.** 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 nonbinding mediation.

**14. 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 a Developer 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. 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, 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.

**15. 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.

**16. Effect of Recitals.** The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

**17. Consideration.** This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

**18. Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original.

**19. Amendment.** This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party, Assignee and successor Developer of all or any part of the Property; however, the failure to provide such copies shall not affect the validity of any amendment.

**20. Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall

be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

**21. Waiver of Texas Government Code § 3000.001 et seq.** With respect to any and all Structures to be constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.

**22. Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any Third-Party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

**23. Rough Proportionality.** Developer hereby agrees that any land or property donated and/or dedicated pursuant to this Agreement, whether in fee simple or otherwise, to the Town relative to any development on the Property is roughly proportional to the need for such land and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development referenced herein. Both 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 provision of roadway services to the Property.

**24. Exactions/Infrastructure Costs.** Developer has been represented by legal counsel 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 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.

**IN WITNESS WHEREOF**, the parties hereto have caused this document to be executed as of the date referenced herein.

**TOWN:**

**THE TOWN OF PROSPER, TEXAS**

By: \_\_\_\_\_

Name: Mario Canizares

Title: Town Manager, Town of Prosper

**STATE OF TEXAS            )**

**)**

**COUNTY OF COLLIN        )**

        This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025, by Mario Canizares, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

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

My Commission Expires:

\_\_\_\_\_

**DEVELOPER:**

## Haiman Family Legacy Wealth Trust

By: \_\_\_\_\_  
Name: Frederick O. Haiman

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Deana Shutes-Haiman

Title: \_\_\_\_\_

**STATE OF TEXAS           )**

**COUNTY OF COLLIN       )**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025, by Frederick O. Haiman and Deana Shutes-Haiman on behalf of Haiman Family Legacy Wealth Trust, known to be the persons whose names are subscribed to the foregoing instrument, and that they executed the same on behalf of and as the act of Developer.

Notary Public, State of Texas  
My Commission Expires:

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**EXHIBIT A**  
**(Property Description & Depiction)**



**DESCRIPTION OF**  
**0.6428 ACRES OR 28,000 SQ. FT.**

BEING A TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LANDS, ABSTRACT NUMBER (NO.) 147, COLLIN COUNTY, TEXAS, BEING ALL OF LOT 1, BLOCK A, HAIMAN ADDITION, AN ADDITION TO THE TOWN OF PROSPER, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN INSTRUMENT (INST.) NO. 20150511010001530, PLAT RECORDS OF COLLIN COUNTY, TEXAS (P.R.C.C.T.), SAME BEING TRACT OF LAND DESCRIBED TO HAIMAN FAMILY LEGACY WEALTH TRUST IN SPECIAL WARRANTY DEED RECORDED IN 20160310000287060, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM 83 (NAD83)(US FOOT) WITH A COMBINED SCALE FACTOR OF 1.00015271):


BEGINNING AT 1/2 INCH REBAR FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 1, SAID POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF SEVENTH STREET (60 FOOT RIGHT-OF-WAY);

THENCE, NORTH 89 DEGREES 45 MINUTES 39 SECONDS WEST, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID SEVENTH STREET, A DISTANCE OF 200.00 FEET TO A CAPPED 1/2 INCH REBAR STAMPED "WINDROSE" SET FOR THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE, NORTH 00 DEGREES 03 MINUTES 21 SECONDS EAST, WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 140.00 FEET TO A CAPPED 1/2 INCH REBAR STAMPED "WINDROSE" SET FOR THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF A 20 FOOT ALLEY;

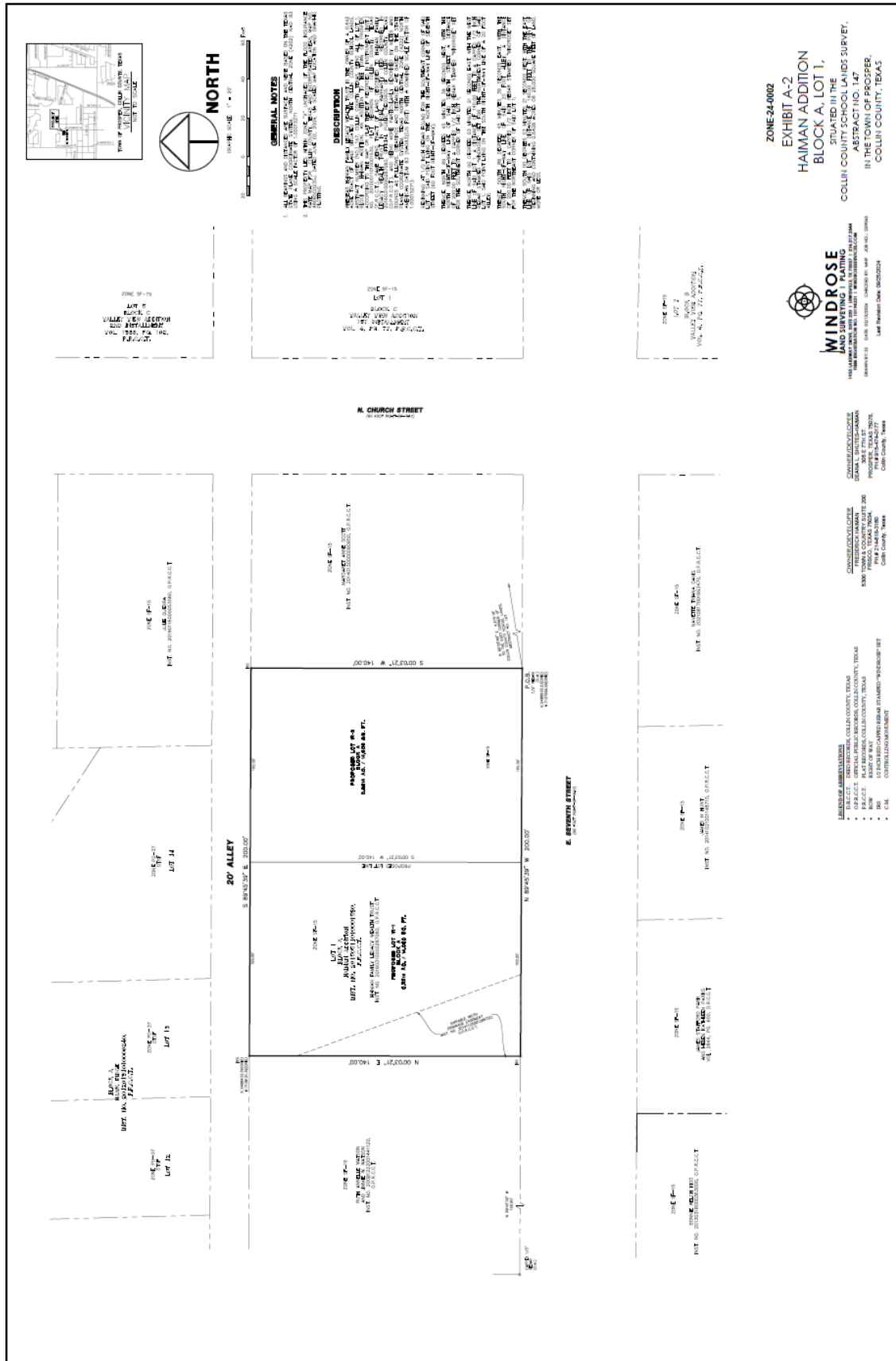
THENCE, SOUTH 89 DEGREES 45 MINUTES 39 SECONDS EAST, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID 20 FOOT ALLEY, A DISTANCE OF 200.00 FEET TO A CAPPED 1/2 INCH REBAR STAMPED "WINDROSE" SET FOR THE NORTHEAST CORNER OF SAID LOT 1;

THENCE, SOUTH 00 DEGREES 03 MINUTES 21 SECONDS WEST, WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.6428 ACRES OR 28,000 SQUARE FEET OF LAND, MORE OR LESS.

  
MARK N. PEEPLES  
R.P.L.S. NO. 6443  
STATE OF TEXAS  
FIRM REGISTRATION NO. 10194331



12-19-2023  
DATE:



## EXHIBIT B

### (Building Materials)

#### Architectural Standards

The architectural standards within this Planned Development are as follows:

- Building materials requirements
  - The exterior facades shall be constructed of 100 percent masonry (clay fired brick, natural and manufactured stone, granite, marble, and stucco). Other materials may be approved by the Director of Development Services.
  - Stucco on structures shall be traditional 3-coat process cement plaster stucco.
  - Cementitious materials may constitute up to twenty percent (20%) of the area for stories other than the first story.
  - On side and rear elevations, cementitious materials may not be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story.
  - The exterior cladding of chimneys shall be brick, natural or manufactured stone, or stucco.
  - Cementitious materials may be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, or other architectural features approved by the Building Official.
- Existing Structures
  - Exterior alterations not related to maintenance shall be approved by the Director of Development Services or his/her designee.
- New Structures
  - The architectural style of the building shall be compatible with the neighboring properties.
  - Exterior elevations shall be submitted to the Planning Division and are subject to the approval of the Director of Development Services or his/her designee.
  - Shall incorporate covered porches into the front façade, a multiplicity of roof forms, and high pitch roof lines. Recommended architectural styles are Craftsman, Folk Traditional, and Victorian.